

**AGENDA**  
**SPECIAL BOARD MEETING OF THE**  
**SAN ELIJO JOINT POWERS AUTHORITY**  
**MARCH 13, 2023 AT 8:30 A.M.**  
**SAN ELIJO WATER CAMPUS – BOARD MEETING ROOM**  
**2695 MANCHESTER AVENUE**  
**CARDIFF BY THE SEA, CALIFORNIA**

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1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ORAL COMMUNICATIONS/PUBLIC COMMENT PERIOD (NON-ACTION ITEM)
5. AWARDS AND RECOGNITION
6. \* **CONSENT CALENDAR**
7. \* [APPROVAL OF MINUTES FOR FEBRUARY 21, 2023 MEETING](#)
8. \* [APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS](#)
9. \* [WASTEWATER TREATMENT REPORT](#)
10. \* [RECYCLED WATER REPORT](#)
11. \* [REPORTABLE MEETINGS](#)
12. \* [UPDATE OF EMERGENCY REPAIRS TO RECYCLED WATER PIPELINE IN MANCHESTER AVE.](#)
13. \* [NOTICE OF EMERGENCY SITUATION AND AWARD OF CONSTRUCTION CONTRACT FOR REPAIRS TO RECYCLED WATER PIPELINE ON SAN ELIJO WATER CAMPUS](#)
14. \* ITEMS REMOVED FROM CONSENT CALENDAR

*Items on the Consent Calendar are routine matters and there will be no discussion unless an item is removed from the Consent Calendar. Items removed by a "Request to Speak" form from the public will be handled immediately following adoption of the Consent Calendar. Items removed by a Board Member will be handled as directed by the Board.*

## REGULAR AGENDA

15. CAPITAL PROGRAM BOARD WORKSHOP

1. Provide direction to the recommended Phase 4 Capital Improvement Program and funding strategy;
2. Discuss and take action as appropriate.

Staff Reference: General Manager

16. GENERAL MANAGER'S REPORT

Informational report by the General Manager on items not requiring Board action.

17. GENERAL COUNSEL'S REPORT

Informational report by the General Counsel on items not requiring Board action.

18. BOARD MEMBER COMMENTS

This item is placed on the agenda to allow individual Board Members to briefly convey information to the Board or public, or to request staff to place a matter on a future agenda and/or report back on any matter. There is no discussion or action taken on comments by Board Members.

19. CLOSED SESSION

*The Board will adjourn to Closed Session to discuss item(s) identified below. Closed Session is not open to the public; however, an opportunity will be provided at this time if members of the public would like to comment on any item listed below. (Three-minute limit.) A closed session may be held at any time during this meeting of the San Elijo Joint Powers Authority for the purposes of discussing potential or pending litigation or other appropriate matters pursuant to the "Ralph M. Brown Act".*

None.

20. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Tuesday, April 18, 2023 at 8:30 a.m.

NOTICE:

The San Elijo Joint Powers Authority's open and public meetings comply with the protections and prohibitions contained in Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C Section 12132), and the federal rules and regulations adopted in implementation thereof. Any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting of the SEJPA Board of Directors, may request such modification or accommodation from Michael T. Thornton, General Manager, (760) 753-6203 ext. 72.

The agenda package and materials related to an agenda item submitted after the packet's distribution to the Board is available for public review in the lobby of the SEJPA Administrative Office during normal business hours. Agendas and minutes are available at [www.sejpa.org](http://www.sejpa.org). The SEJPA Board meetings are generally held on the third Tuesday of each month, with no scheduled meetings in July.

#### AFFIDAVIT OF POSTING

I, Michael T. Thornton, Secretary of the San Elijo Joint Powers Authority, hereby certify that I posted, or have caused to be posted, a copy of the foregoing agenda on the SEJPA website at [www.sejpa.org](http://www.sejpa.org), and in the following locations:

San Elijo Water Campus (formerly known as San Elijo Water Reclamation Facility),  
2695 Manchester Avenue, Cardiff, California  
City of Encinitas, 505 South Vulcan Avenue, Encinitas, California  
City of Solana Beach, 635 South Highway 101, Solana Beach, California

The notice was posted at least 72 hours prior to the meeting, in accordance with Government Code Section 54954.2(a).

Date: March 9, 2023



Michael T. Thornton, P.E.  
Secretary / General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MINUTES OF THE BOARD MEETING  
HELD ON FEBRUARY 21, 2023  
AT THE SAN ELIJO WATER CAMPUS

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David Zito, Chair

Tony Kranz, Vice Chair

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A meeting of the Board of Directors of San Elijo Joint Powers Authority (SEJPA) was held Tuesday, February 21, 2023, at 8:30 a.m., at the San Elijo Water Campus.

1. CALL TO ORDER

Chair Zito called the meeting to order at 8:33 a.m.

2. ROLL CALL

*Directors Present:*

David Zito  
Tony Kranz  
Kristi Becker  
Kellie Hinze

*Others Present:*

General Manager  
Director of Infrastructure and Sustainability  
Director of Finance and Administration  
Chief Plant Operator  
Operator I  
Administrative Assistant II

Michael Thornton  
Tom Falk  
Amy Chang  
Dale Kreinbring  
Frankie Abeyta  
Abby Schlenk

*SEJPA Counsel:*

Procopio

Kevin Davis

*City of Encinitas:*

Senior Civil Engineer

Christina Olsen

*City of Solana Beach:*

Director of Engineering/Public Works  
City Manager

Mohammad "Mo" Sammak  
Greg Wade

3. PLEDGE OF ALLEGIANCE

General Manager, Michael Thornton, led the Pledge of Allegiance.

4. ORAL COMMUNICATION/PUBLIC COMMENT PERIOD

None.

5. AWARDS AND RECOGNITION

Frankie Abeyta – 5 Years of Service Award

6. CONSENT CALENDAR

Moved by Board Member Becker and seconded by Board Member Hinze to approve the Consent Calendar.

- |                    |  |
|--------------------|--|
| Agenda Item No. 7  | Approval of Minutes for the January 17, 2023 Meeting   |
| Agenda Item No. 8  | Approval for Payment of Warrants and Monthly Investment Report   |
| Agenda Item No. 9  | Wastewater Treatment Report  |
| Agenda Item No. 10 | Recycled Water Report  |
| Agenda Item No. 11 | Reportable Meetings  |
| Agenda Item No. 12 | Notice of Emergency Situation and Award of Construction Contract for Repairs to Recycled Water Pipeline in Manchester Ave. |

Motion carried with the following vote of approval:

AYES: Zito, Kranz, Becker, Hinze  
NOES: None  
ABSENT: None  
ABSTAIN: None

14. SAN ELIJO JOINT POWERS AUTHORITY MID-YEAR REVIEW OF THE FISCAL YEAR 2022-23 OPERATING BUDGET

Director of Finance and Administration, Amy Chang, stated that SEJPA provides wastewater treatment and disposal, water recycling, and technical support to local clean-water programs. In providing these services, SEJPA seeks to accomplish its mission in an environmentally, socially, and fiscally responsible manner. The total budget for Fiscal Year 2022-23 is \$13,679,161, which includes operating expense of \$8,911,445, capital expense of \$3,180,000, and debt service of \$1,587,716.

Total operating expenses for FY 2022-23 are expected to be under budget by \$136,488 or 1.5%. Seven of the eleven operating programs are tracking under budget, with the remaining four programs tracking between 0.6% and 8.6% over budget. The recycled water program is projected to produce revenues of \$4,511,854. This would be \$275,058 greater than budget and that would result in \$1,390,671 of net revenue over expenses.

No action required. This presentation is for information only.

15. CAPITAL PROJECT UPDATE

Director of Infrastructure and Sustainability, Tom Falk, presented a status update on the agency's capital improvement program, which includes replacing aging and obsolescent facilities, as well as that enhance environmental protection, resource recovery, sustainability.

Mr. Falk highlighted recently completed capital projects that were bundled into phases to prioritize capital spending, streamline project delivery, minimize community impacts, and reduce cost through economies of scale. Funding for these projects was provided by the 2017 Clean Water Bond Issuance, recycled water sales, capital cash contributions from agencies served by the SEJPA, grants, and Caltrans for the bike and pedestrian path.

Mr. Falk stated that looking forward, staff has identified four projects totaling an estimated cost of approximately \$17.2M that are recommended to be designed and constructed over the next three years. These projects are in addition to the recently awarded Biosolids Dewatering Facility Improvement Project, which construction is scheduled to be completed in 2025. These projects advance the agency's sustainability and climate action goals, as well as provide increased service reliability. Staff has been successful in securing grant funding for three of the four projects and is using multi-agency collaboration to help advance the projects. Staff anticipates providing more information on these projects at the next Board meeting.

Mr. Falk stated that looking beyond 2025, staff is preparing to update its facility planning documents to align SEJPA's vision, service priorities, and infrastructure needs to create a roadmap for the next 10+ years. The updated facility planning will build off the 2015 Facility Plan and leverage more recent studies focused on process optimization and facility upgrades to improve the ability to manage variable flows and loads, reduce process challenges, and position SEJPA for potable reuse. The facility planning approach will maintain the momentum of ongoing capital projects and allow for continued development of near-term projects while reaffirming strategies for future initiatives. Regulatory changes, drought conditions, asset management, and SEJPA's vision for expanding reuse are anticipated to drive project prioritization. Staff plans to retain an engineering firm in 2023 to prepare an updated Facility Plan that will outline the capital program priorities over the period of 2025 to 2035.

16. GENERAL MANAGER'S REPORT

General Manager, Michael Thornton, reported on the wastewater treatment and disposal agreement with City of Del Mar, that expires June 30, 2045. General Manager Thornton explained that the agreement includes an annual credit of \$60,000 to Del Mar from the SEJPA to offset a portion of costs incurred by Del Mar for building the connecting pipeline that sends wastewater to the San Elijo Water Campus. The credit is in effect until 66% of connecting pipeline costs are recovered by Del Mar. The current outstanding balance on the pipeline payoff is \$760,564, and payments are anticipated to be completed in 2036. However, if Del Mar elects to terminate the agreement early, there would be no debt cost to SEJPA.

17. GENERAL COUNSEL'S REPORT

Senior Associate of Procopio Kevin Davis explained that the State of Emergency is due to end on February 28, 2023. The new AB-2449 is now in effect, as of January 1, 2023. AB-2449 allows for Board Members to participate in a Board Meeting remotely given certain conditions are met. Davis cited the SEJPA Board Meeting Remote Appearance Form, which the Board Member would need to submit to SEJPA with at least 72 hours' notice and with confirmation of a quorum present, among other qualifications.

18. BOARD MEMBER COMMENTS

None.

19. CLOSED SESSION

None.

20. ADJOURNMENT

The meeting adjourned at 9:26 a.m. The next Board of Directors meeting is scheduled to be held on Tuesday, March 21, 2023 at 8:30 a.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Thornton", written over a horizontal line.

Michael T. Thornton, P.E.  
General Manager

**SAN ELIJO JOINT POWERS AUTHORITY  
PAYMENT OF WARRANTS  
23-03  
For the Month of February 2023**

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
41944	Void	(blank)	(blank)	\$ -
41945	A-Check Global	Preemployment Screening	New employee	179.53
41946	Adam Kaye	Services - Professional	Public communication	250.00
41947	Airgas USA, LLC	Supplies - Shop & Field	Gas tanks	327.66
41948	Akeso Occupation Health	Services - Medical	Covid-19 test, New hire health screening	847.00
41949	Allied Storage Containers	Equipment Rental/Lease	20' and 40' storage containers 01/21/23 - 02/17/23	359.89
41950	AT&T	Utilities - Telephone	Phone service - 12/13/22 - 1/12/23	634.06
41951	AT&T	Utilities - Telephone	Alarm service - Jan	411.76
41952	bkm OfficeWorks, LLC	Capital Outlay	Furniture for meeting rooms	6,326.80
41953	Boot World, Inc.	Uniforms - Boots	Safety boots - F. Abeyta	181.03
41954	Brax Process and Pump Equip.	Supplies - Shop & Field	Chain lubricant	319.64
41955	D&H Water Systems	Repair Parts Expense, Chemical Supplies	Chlorine analyzer for Pre-CCT, Acetate	5,846.26
41956	Del Mar Blue Print	Supplies - Office	Art installation supplies	54.38
41957	Enthalpy Analytical, LLC	Services - Laboratory	Laboratory toxicity testing services for Dec 2022	1,050.00
41958	Environmental Express, Inc.	Supplies - Lab	BOD bottles	362.93
41959	Equipment Solutions	Training - Safety	Operator safety training	315.00
41960	Grainger, Inc.	Repair Parts Expense	Fuse	517.42
41961	The Hardwood & Hardware Co.	Supplies - Shop & Field	Lab storage	79.09
41962	Hardy Diagnostics	Supplies - Lab	Loop blue flex, Deionized water and phosphate and loop	945.80
41963	Helix Environmental Planning	Services - Professional	Environmental consulting for Wanket RW Line	6,096.76
41964	Joncwest LTD	Services - Janitorial	Janitorial services - Nov	2,533.66
41965	McMaster-Carr Supply Co.	Repair Parts, Tools, Supplies Expense	Various repair parts, tools, supplies	2,002.15
41966	Mission Square	ICMA Retirement	ICMA - 401a	10,600.43
41967	Mission Square - 304175	EE Deduction Benefits	ICMA - 457	20,555.82
41968	Napa Auto Parts	Repair Parts Expense	Generator batteries	600.86
41969	Cosby Oil Company, Inc	Fuel	Fuel - Jan	1,084.32
41970	Oasis Palm Nursery, Inc.	Services - Maintenance	Winter service - Palm maintenance	925.00
41971	Pacific Pipeline Supply	Repair Parts Expense	Valve wheels	704.22
41972	Polydyne Inc.	Supplies - Chem - Polymer	Clarifloc WE-007	12,697.07
41973	ProBuild Company, LLC	Supplies - Safety, Shop & Field, Tools	Various safety, shop & field, tools	634.42
41974	RSF Security Systems	Services - Alarm	Cellular fire system monitoring	49.00
41975	Santa Fe Irrigation District	Utilities - Water	Water	491.65
41976	San Dieguito Trophy	Supplies - Office	Nameplates	94.31
41977	San Dieguito Water District	Utilities - Water	Water	1,935.55
41978	San Dieguito Water District	Utilities - Water	Water	2,339.53
41979	Southland Manufacturing, Inc.	Supplies - Shop & Field	Straw wattles	744.77
41980	State Water Resources Control	Fees - Permits	Annual permit fee	1,738.00
41981	Traffic Safety Store	Shop Tools and Equip.	Cable protectors	2,474.80
41982	Trussell Technologies, Inc	Services - Engineering	T1 - Operational support, SW & RW quality enhancement and	11,389.00
41982	Trussell Technologies, Inc	Services - Engineering	T1 - Operational support, SW & RW quality enhancement and	5,028.75
41983	Univar Solutions USA Inc.	Supplies - Chem - Odor	Caustic soda	2,366.91
41984	Underground Service Alert/SC	Services - Alarm	Dig alert, Safe excavation board	111.95
41985	USA Bluebook	Supplies - Lab, Shop & Field	Various supplies	5,023.14
41986	University of Southern CA	Dues & Memberships	Membership - M. Piper	120.00
41987	WageWorks	Payroll Processing Fees	Admin fee - Jan	155.00
41988	Void	(blank)	(blank)	-
41989	Void	(blank)	(blank)	-
41990	Void	(blank)	(blank)	-
41991	Allied Storage Containers	Equipment Rental/Lease	20' and 40' storage containers 02/18/23 - 03/17/23	359.89
41992	Amiad U.S.A., Inc.	Repair Parts Expense	Strainer housing for AWP membrane filtration	3,823.00
41993	Ardurra Group, Inc	Services - Engineering	Wanket tank refurbish support from 12/01/22 - 12/31/22	41,787.20
41994	ATAC Inc	Service - IT Support	Security badging software maintenance renewal	550.00
41995	Black & Veatch	Services - Engineering	Dewatering facilities upgrade through 12/30/22	1,848.81
41996	Boot World, Inc.	Uniforms - Boots	Safety boots - J. Garcia, J. Simmons	450.00
41997	Cart Mart	Repair Parts Expense	Golf cart replacement batteries	1,897.09
41998	Tamara Cooper	Subsistence - Travel/Rm & Bd	Employee reimbursement - Mileage	21.75
41999	Corodata	Rent	Record storage - Nov, Jan	222.08
42000	Westbound Solar 2, LLC	Utilities - Solar Power	Solar - Jan	8,163.58
42001	EDCO Waste & Recycling Service	Utilities - Trash	Dec, Jan	934.96
42002	Encina Wastewater Authority	Services - Laboratory	Heterotrophic plate count analysis	68.00
42003	Environmental Express, Inc.	Supplies - Lab	Disposable BOD bottles	1,507.28
42004	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	3,784.00
42005	Didra Felix	Dues & Memberships	Employee reimbursement - CWEA membership	20.00
42006	Fisher Scientific	Shop Tools and Equip., Lab Supplies	Conductivity meter, Quality control samples	1,382.54
42007	Grainger, Inc.	Repair Parts Expense	Pump drive belts	247.65
42008	The Hardwood & Hardware Co.	Supplies - Shop & Field	Lab storage, Utility cabinets	816.17
42009	Hardy Diagnostics	Supplies - Lab	Deionized water, Brill, Lauryl tryptose broth and TSA	1,534.99
42010	Helix Environmental Planning	Services - Professional	Environmental consulting for Wanket RW Line	8,584.29
42011	Huber Technology	Repair Parts Expense	Wear bars and hardware	4,884.28
42012	Liquid Environmental Solution	Services - Grease & Scum	Pumping service - 01/13/23	337.00
42013	McMaster-Carr Supply Co.	Repair Parts, Tools, Supplies Expense	Various repair parts, tools, supplies	1,488.11
42014	North County Transit District	Licenses	Del Mar Bridge	1,144.61
42015	Napa Auto Parts	Repair Parts Expense	Filters, Wacker pump battery	587.14
42016	Nobel Systems	Licenses	GIS annual subscription	11,400.00
42017	Cosby Oil Company, Inc	Fuel	Fuel - Feb	1,532.06
42018	NSI Solutions, Inc.	Supplies - Lab	Turbidity standards	208.00
42019	Olivenhain Municipal Water Dis	Rent	Pipeline rental payment - Jan	675.00
42020	Pacific Pipeline Supply	Repair Parts Expense	DAFT pipe guide flanges, Potable water station	1,737.61
42021	Parada Painting	Services - Maintenance	AWP structure painting	28,500.00
42022	ProBuild Company, LLC	Supplies - Safety, Shop & Field, Tools	Various safety, shop & field, tools	502.21
42023	Rusty Wallis, Inc.	Services - Maintenance	Water softener and tank service	150.00
42024	Santa Fe Irrigation District	Utilities - Water	Water	2,717.37
42025	Santa Fe Irrigation District	SFID Distribution Pipeline	Pipeline purchase payment	1,043.39
42026	San Dieguito Water District	Utilities - Water	Water	1,137.81
42027	Southern California Fleet Ser.	Repair Parts Expense	Replace DEF sensor	1,568.93
42028	Southwest Valve & Equip.	Repair Parts Expense	Valve repair parts	2,053.17
42029	Terminix Processing Center	Services - Maintenance	Pest control service	544.00



**SAN ELIJO JOINT POWERS AUTHORITY  
PAYMENT OF WARRANTS  
23-03  
For the Month of February 2023**

<b>Warrant #</b>	<b>Vendor Name</b>	<b>G/L Account</b>	<b>Warrant Description</b>	<b>Amount</b>
42030	Thatcher Company of California	Supplies - Chemicals	Aluminum sulfate	9,458.12
42031	Trussell Technologies, Inc	Services - Engineering	T1 - Operational support	1,064.25
42032	Unifirst Corporation	Services - Uniforms	Uniform service	313.63
42033	Univar Solutions USA Inc.	Supplies - Chem - Odor	Caustic soda	2,366.91
42034	UPS	Postage/Shipping	Shipping	20.95
42035	Verizon Wireless	Utilities - Telephone	Cell phone - 01/08/23 - 02/07/23	1,007.70
On-line 752	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 12/10/22 - 12/23/22	18,130.97
On-line 753	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 12/24/22 - 01/06/23	17,607.77
On-line 754	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 01/07/23 - 01/20/23	17,545.58
On-line 755	Aflac	EE Deduction Benefits	Aflac - Feb	845.64
On-line 756	Home Depot Credit Services	Vehicle Maintenance	Various supplies	4,464.75
On-line 757	P.E.R.S.	Medical Insurance - Pers	Health - Mar	29,780.30
On-line 758	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric - 01/10/23 - 02/07/23	88,060.55
On-line 759	Sun Life Financial	Life Insurance/Disability	Life and disability insurance Feb, Mar	4,459.25
On-line 760	WM Corporate Services, Inc.	Services - Grit & Screenings	10 yard roll of disposal	9,672.82
	San Elijo Payroll Account	Payroll	Payroll - 02/10/2023	109,870.79
	San Elijo Payroll Account	Payroll	Payroll - 02/24/2023	156,016.85
				<b>\$ 722,406.12</b>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

**For the Month of February 2023  
As of February 28, 2023**

PAYMENT OF WARRANTS		\$ 722,406.12
Reference Number	23-03	

I hereby certify that the demands listed and covered by warrants are correct and just to the best of my knowledge, and that the money is available in the proper funds to pay these demands. The cash flows of the SEJPA, including the Member Agency commitment in their operating budgets to support the operations of the SEJPA, are expected to be adequate to meet the SEJPA's obligations over the next six months. I also certify that the SEJPA's investment portfolio complies with the SEJPA's investment policy.



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Amy Chang  
Director of Finance & Administration

STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS  
AND INVESTMENT INFORMATION  
As of February 28, 2023

FUNDS ON DEPOSIT WITH	AMOUNT
<b>LOCAL AGENCY INVESTMENT FUND</b> <i>(FEBRUARY 2023 YIELD 2.624%)</i>	
UNRESTRICTED DEPOSITS	\$ 19,682,775.56
<b>CALIFORNIA BANK AND TRUST</b> <i>(FEBRUARY 2023 YIELD 0.01%)</i>	
REGULAR CHECKING	1,518,572.66
PAYROLL CHECKING	5,000.00
<b>PARS - TRUSTEE (POST-EMPLOYMENT BENEFITS TRUST)</b> <i>(JANUARY 2023 YIELD 5.26%)</i>	411,729.02
<b>TOTAL RESOURCES</b>	\$ 21,618,077.24

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

March 13, 2023

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WASTEWATER TREATMENT REPORT

RECOMMENDATION

No action required. This memorandum is submitted for information only.

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

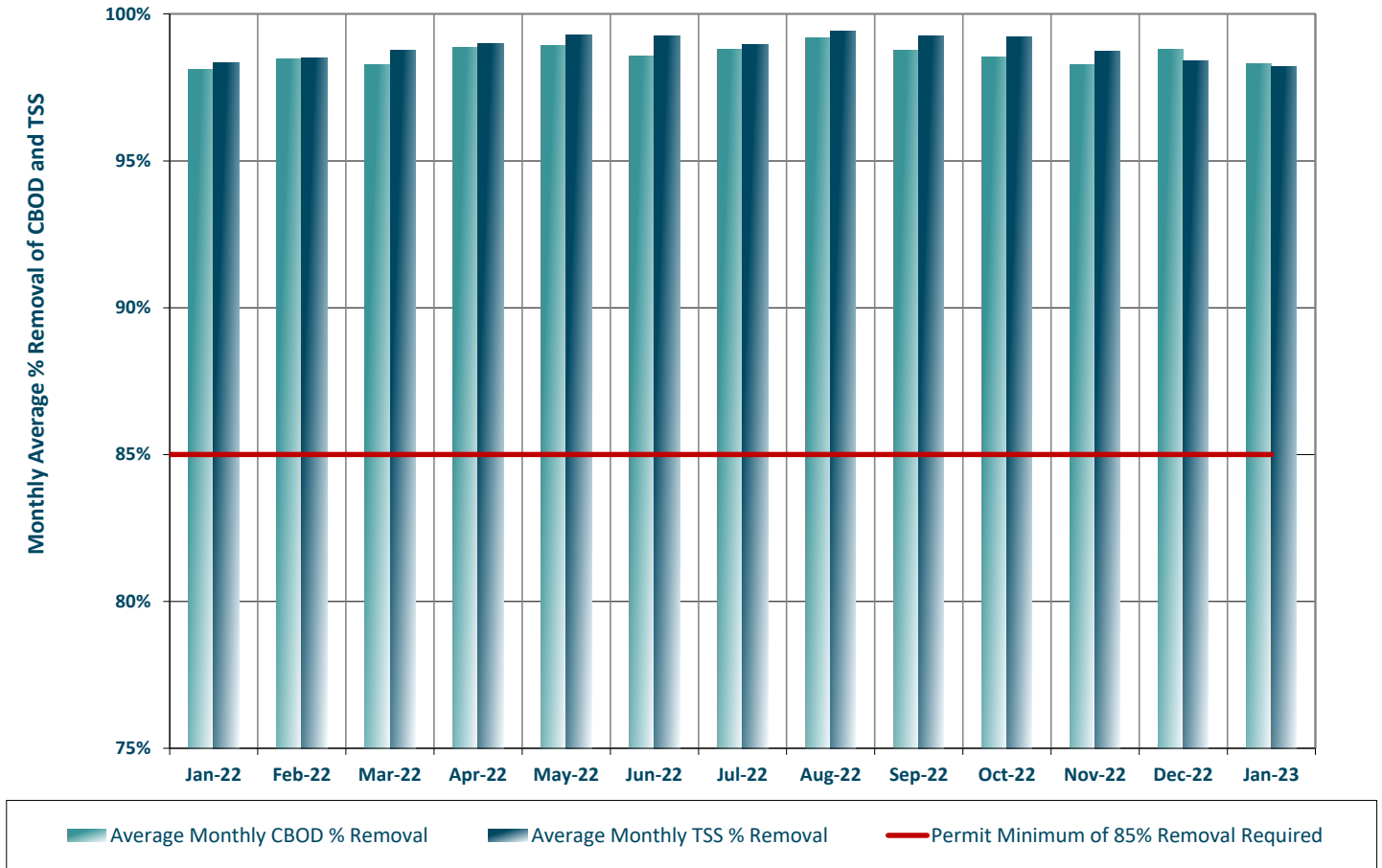
Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of January 2023. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS). The SEJPA is required to remove a minimum of 85 percent of the CBOD and TSS from the wastewater. Treatment levels for **CBOD** and **TSS** were **98.3** and **98.2** percent removal, respectively, during the month of January.

Exceptional Water Treatment



Figure 1 (below) shows historic treatment performance trends for the removal of CBOD and TSS over the last 13 months compared to the permit minimum removal requirement of 85%.

**Figure 1: Wastewater Treatment Performance of the SEJPA % Removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS)**



Figures 2 and 3 (below) show historic influent vs effluent CBOD and TSS concentration fluctuations in the strength of the wastewater being received and discharged by the SEJPA.

FIGURE 2: TREATED EFFLUENT FLOWS REMOVAL OF CBOD

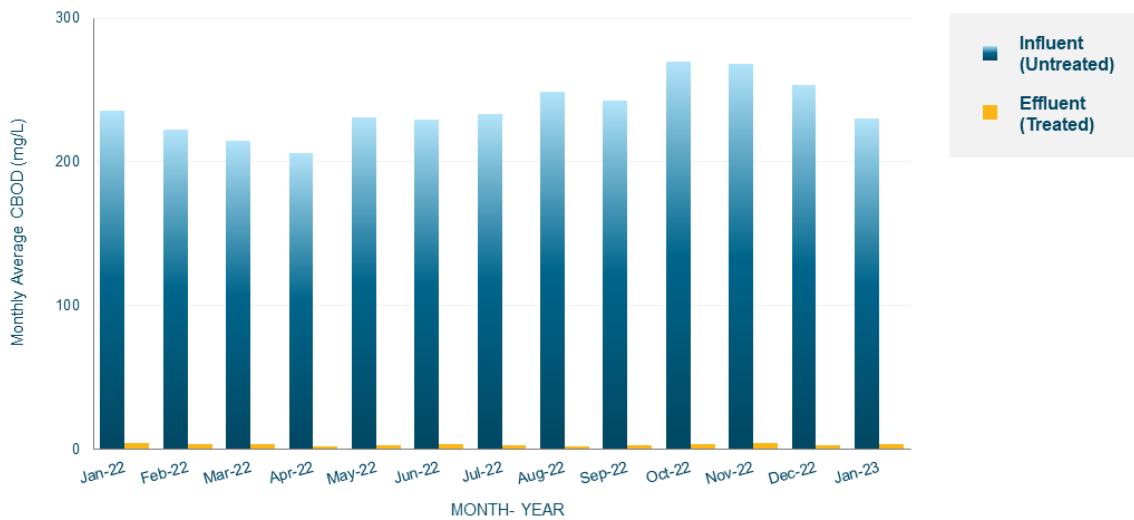
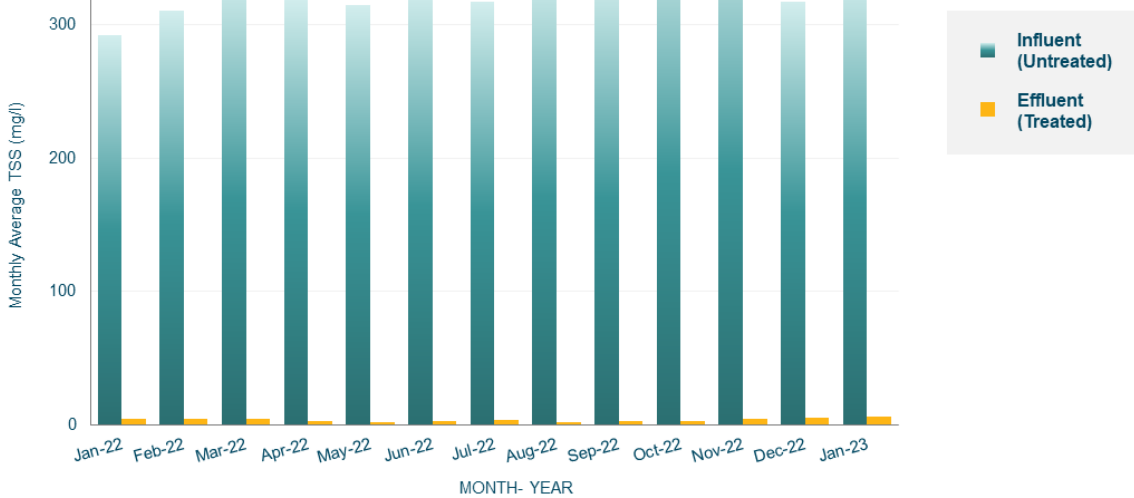


FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF TSS



## Member Agency Flows

Table 1 (below) presents the influent and effluent flows for the month of January. Average daily influent flows were recorded for each Member Agency. Total effluent flow was calculated for the San Elijo Water Campus. Approximately 8% of the influent flow was diverted for recycled water use in January.

**TABLE 1 - INFLUENT AND EFFLUENT FLOWS IN JANUARY**

<b>JANUARY</b>			
	<b>Influent (mgd)</b>	<b>Recycled Water (mgd)</b>	<b>Effluent (mgd)*</b>
<b>Cardiff Sanitary Division</b>	<b>1.630</b>	<b>0.124</b>	<b>1.506</b>
<b>City of Solana Beach</b>	<b>0.979</b>	<b>0.075</b>	<b>0.904</b>
<b>Rancho Santa Fe SID</b>	<b>0.200</b>	<b>0.015</b>	<b>0.185</b>
<b>City of Del Mar</b>	<b>0.379</b>	<b>0.097</b>	<b>0.350</b>
<b>Total San Elijo Water Campus Flow</b>	<b>3.188</b>	<b>0.029</b>	<b>2.945</b>

\* Effluent is calculated by subtracting the recycled water production from the influent wastewater.

Table 2 (below) presents the historical average and unit influent rates per month for each of the Member Agencies during the past 3 years. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time.

**TABLE 2 - SAN ELIJO WATER CAMPUS MONTHLY REPORT - FLOWS AND EDUS**

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)					CONNECTED EDUs					AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)				
	CSD	RSF	SB	DM	TOTAL PLANT	CSD	RSF	SB	DM	TOTAL EDUS	CSD	RSF	SB	DM	TOTAL PLANT
Jan-20	1.194	0.163	0.917	0.410	2.684	8,517	571	8,105	2,612	19,805	140	286	113	157	136
Feb-20	1.176	0.146	0.919	0.352	2.593	8,517	571	8,105	2,612	19,805	138	256	113	135	131
Mar-20	1.432	0.185	0.907	0.389	2.913	8,519	572	8,105	2,612	19,808	168	324	112	149	147
Apr-20	1.720	0.231	0.912	0.377	3.240	8,522	572	8,105	2,612	19,811	202	404	113	153	164
May-20	1.293	0.158	0.853	0.304	2.608	8,523	573	8,105	2,612	19,813	152	276	105	133	132
Jun-20	1.251	0.164	0.897	0.434	2.746	8,534	576	8,105	2,612	19,826	147	285	111	179	139
Jul-20	1.231	0.157	0.937	0.548	2.873	8,535	576	8,110	2,616	19,837	144	273	116	222	145
Aug-20	1.226	0.156	0.950	0.478	2.810	8,540	577	8,110	2,616	19,843	144	271	117	194	142
Sep-20	1.225	0.151	0.956	0.362	2.694	8,540	578	8,110	2,616	19,844	143	261	118	146	136
Oct-20	1.197	0.142	0.940	0.316	2.595	8,543	579	8,110	2,616	19,848	140	245	116	128	131
Nov-20	1.200	0.142	0.927	0.341	2.610	8,543	579	8,110	2,616	19,848	140	245	114	138	131
Dec-20	1.217	0.141	0.893	0.304	2.555	8,543	579	8,110	2,616	19,848	142	244	110	123	129
Jan-21	1.238	0.150	0.909	0.323	2.620	8,543	579	8,110	2,616	19,848	145	259	112	129	132
Feb-21	1.224	0.151	0.926	0.306	2.607	8,548	579	8,110	2,616	19,853	143	261	114	121	131
Mar-21	1.291	0.160	0.968	0.332	2.751	8,548	579	8,110	2,616	19,853	151	277	119	131	139
Apr-21	1.232	0.160	0.925	0.320	2.637	8,552	579	8,110	2,616	19,857	144	277	114	129	133
May-21	1.189	0.157	0.932	0.323	2.601	8,552	579	8,110	2,616	19,857	139	271	115	130	131
Jun-21	1.218	0.148	0.938	0.358	2.662	8,554	579	8,110	2,616	19,859	142	256	116	145	134
Jul-21	1.183	0.144	0.972	0.435	2.734	8,554	579	8,124	2,616	19,873	138	249	120	178	138
Aug-21	1.178	0.150	0.966	0.480	2.774	8,556	579	8,124	2,616	19,875	138	259	119	196	140
Sep-21	1.153	0.129	0.948	0.353	2.583	8,557	579	8,124	2,616	19,876	135	223	117	144	130
Oct-21	1.225	0.126	0.885	0.329	2.565	8,557	579	8,124	2,616	19,876	143	218	109	139	129
Nov-21	1.156	0.131	0.911	0.329	2.527	8,557	581	8,124	2,616	19,878	135	226	112	135	127
Dec-21	1.264	0.145	0.913	0.310	2.632	8,557	581	8,124	2,616	19,878	148	250	112	127	132
Jan-22	1.174	0.140	0.906	0.357	2.577	8,557	581	8,124	2,616	19,878	137	241	112	145	130
Feb-22	1.113	0.158	0.929	0.300	2.500	8,557	581	8,124	2,616	19,878	130	272	114	120	126
Mar-22	1.176	0.142	0.946	0.307	2.571	8,557	581	8,124	2,616	19,878	137	245	116	123	129
Apr-22	1.134	0.140	0.875	0.315	2.464	8,557	582	8,124	2,616	19,879	133	241	108	129	124
May-22	1.146	0.140	0.877	0.301	2.464	8,557	582	8,124	2,616	19,879	134	241	108	123	124
Jun-22	1.133	0.138	0.921	0.452	2.644	8,557	583	8,124	2,616	19,880	132	237	113	184	133
Jul-22	1.124	0.129	0.948	0.438	2.639	8,557	583	8,142	2,616	19,898	131	221	116	179	133
Aug-22	1.163	0.133	0.929	0.448	2.673	8,557	583	8,142	2,616	19,898	136	228	114	185	134
Sep-22	1.139	0.125	0.904	0.381	2.549	8,557	584	8,142	2,616	19,899	133	214	111	158	128
Oct-22	1.083	0.128	0.890	0.295	2.396	8,557	584	8,142	2,616	19,899	127	219	109	122	120
Nov-22	1.205	0.124	0.879	0.336	2.544	8,557	585	8,142	2,616	19,900	141	212	108	138	128
Dec-22	1.186	0.133	0.906	0.374	2.599	8,557	585	8,142	2,616	19,900	139	228	111	151	131
Jan-23	1.630	0.200	0.979	0.379	3.188	8,557	585	8,142	2,616	19,900	190	342	120	153	160

CSD: Cardiff Sanitary Division

RSF: Ranch Santa Fe Community Service District

SB: Solana Beach

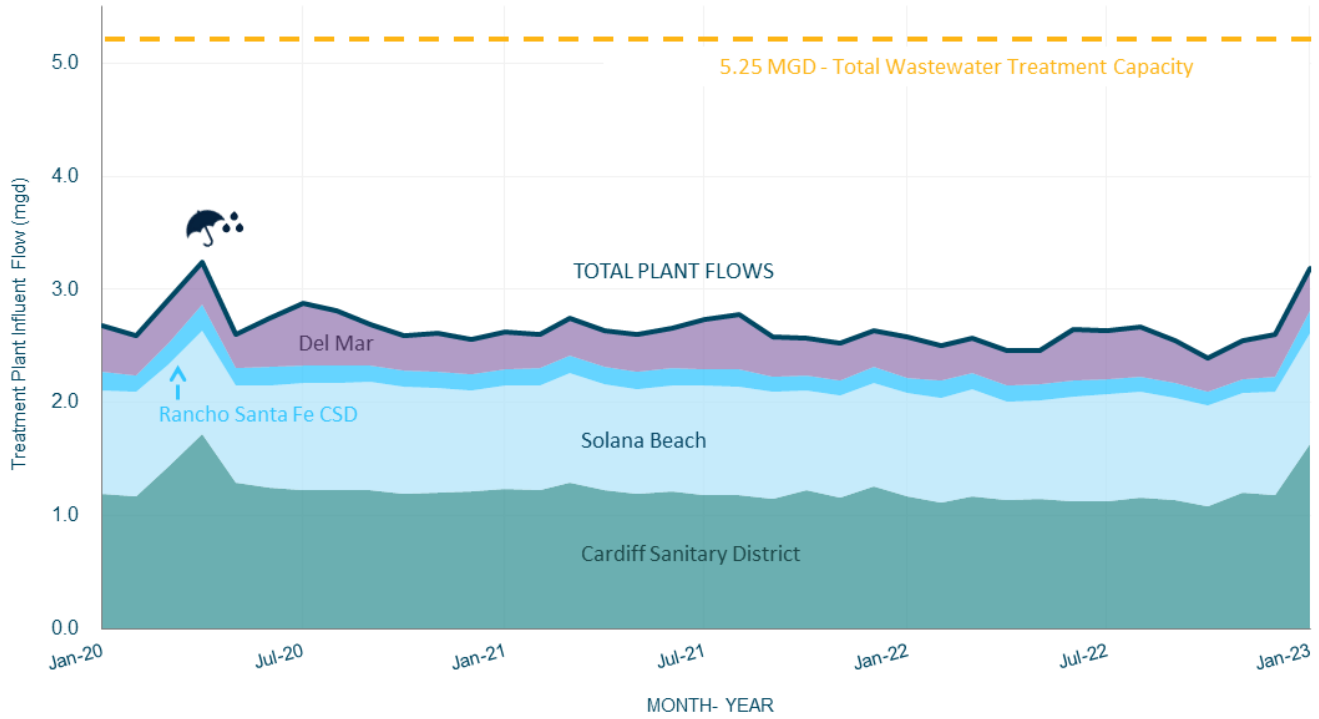
DM: City of Del Mar

EDU: Equivalent Dwelling Unit



Figure 4 (below) presents the 3-year historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average flow treated for each agency. Also shown in Figure 4 is the total wastewater treatment capacity of the water campus, 5.25 mgd, of which each Member Agency has the right to 2.2 mgd, Rancho Santa Fe Community Service District leases 0.25 mgd, and the City of Del Mar leases 0.60 mgd.

FIGURE 4: SEJPA AVERAGE DAILY FLOWS OVER THE PAST 3 YEARS



City of Escondido Flows

The average and peak flow rate for the month of January 2023 from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below in Table 3.

**TABLE 3 - CITY OF ESCONDIDO FLOWS**

	<b>Flow (mgd)</b>
<b>Escondido (Average flow rate)</b>	<b>11.8</b>
<b>Escondido (Peak flow rate)</b>	<b>19.6</b>

Connected Equivalent Dwelling Units

The Cities of Encinitas, Solana Beach and Del Mar updated the number of connected EDUs that are reported to the SEJPA in July 2022. The Rancho Santa Fe CSD update their connected EDUs report every month. The number of EDUs connected for each of the Member Agencies and lease agencies is reported in Table 4 below.

**TABLE 4 - CONNECTED EDUs BY AGENCY**

	<b>Connected (EDU)</b>
<b>Cardiff Sanitary Division</b>	<b>8,557</b>
<b>Rancho Santa Fe SID</b>	<b>585</b>
<b>City of Solana Beach</b>	<b>7,806</b>
<b>San Diego (to Solana Beach)</b>	<b>337</b>
<b>City of Del Mar</b>	<b>2,616</b>
<b>Total EDUs to System</b>	<b>19,900</b>

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

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SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

March 13, 2023

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER REPORT

RECOMMENDATION

No action required. This memorandum is submitted for information only.

DISCUSSION

*Recycled Water Production*

For the month of January 2022, recycled water demand was 15.9 acre-feet (AF), which was met using 15.6 AF of recycled water and supplemented with 0.3 AF of potable water. January demand was 66.8% below budget expectations of 48 AF due to heavy rain. However, the total water production of 1,049 AF for the first seven months of FY 2022-23 was above budget by 6.6%.

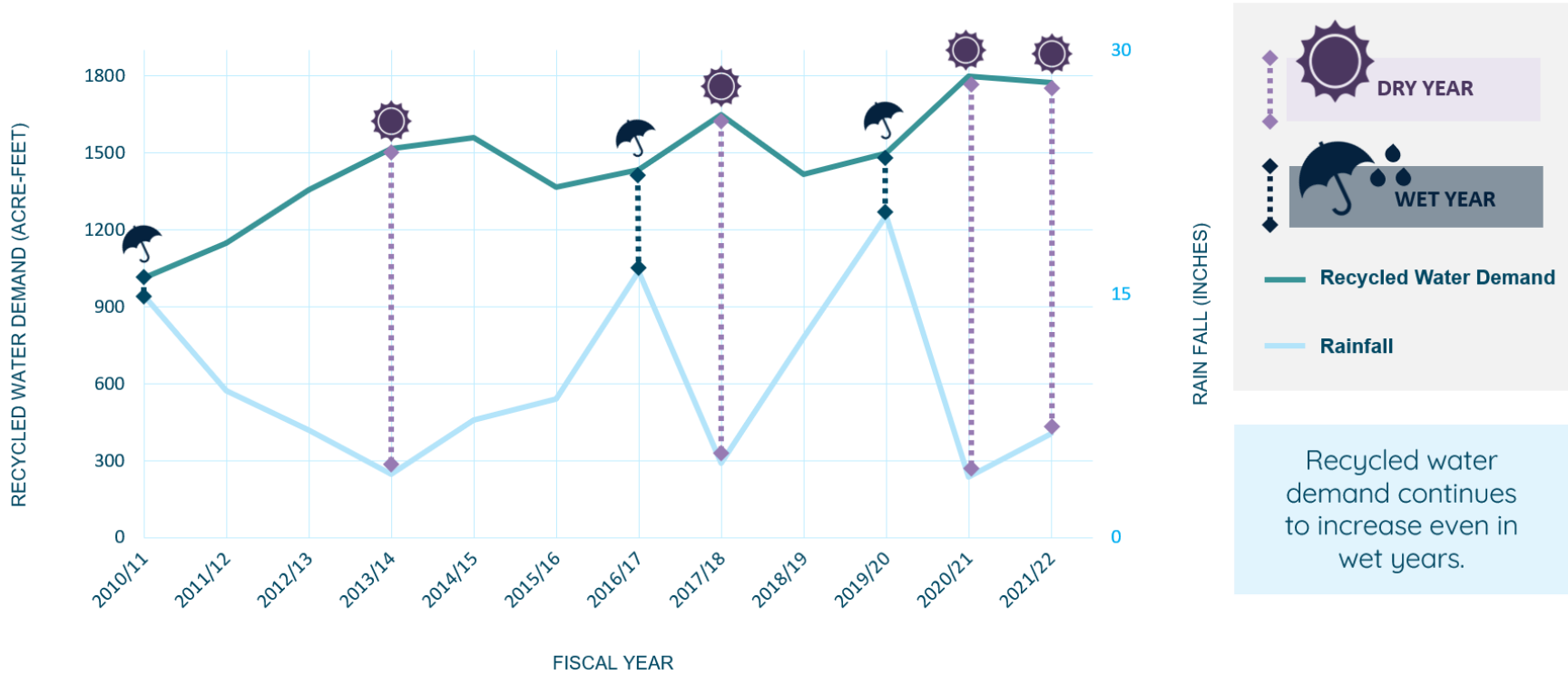
Figure 1 (attached) provides a graphical view of annual recycled water demand spanning the last 10 fiscal years, with the overlay of annual rainfall. Since the recycled water program primarily serves outdoor irrigation, annual demand is reduced during wet periods and increases during times of drought. Figure 2 (attached) shows the monthly recycled water demand for each January for the last ten years to provide a year-over-year comparison. Figure 3 (attached) compares budget versus actual recycled water sales for FY 2022-23.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

FIGURE 1: RECYCLED WATER DEMAND AND RAINFALL COMPARISON



Recycled water demand continues to increase even in wet years.

FIGURE 2: JANUARY RECYCLED WATER DEMAND

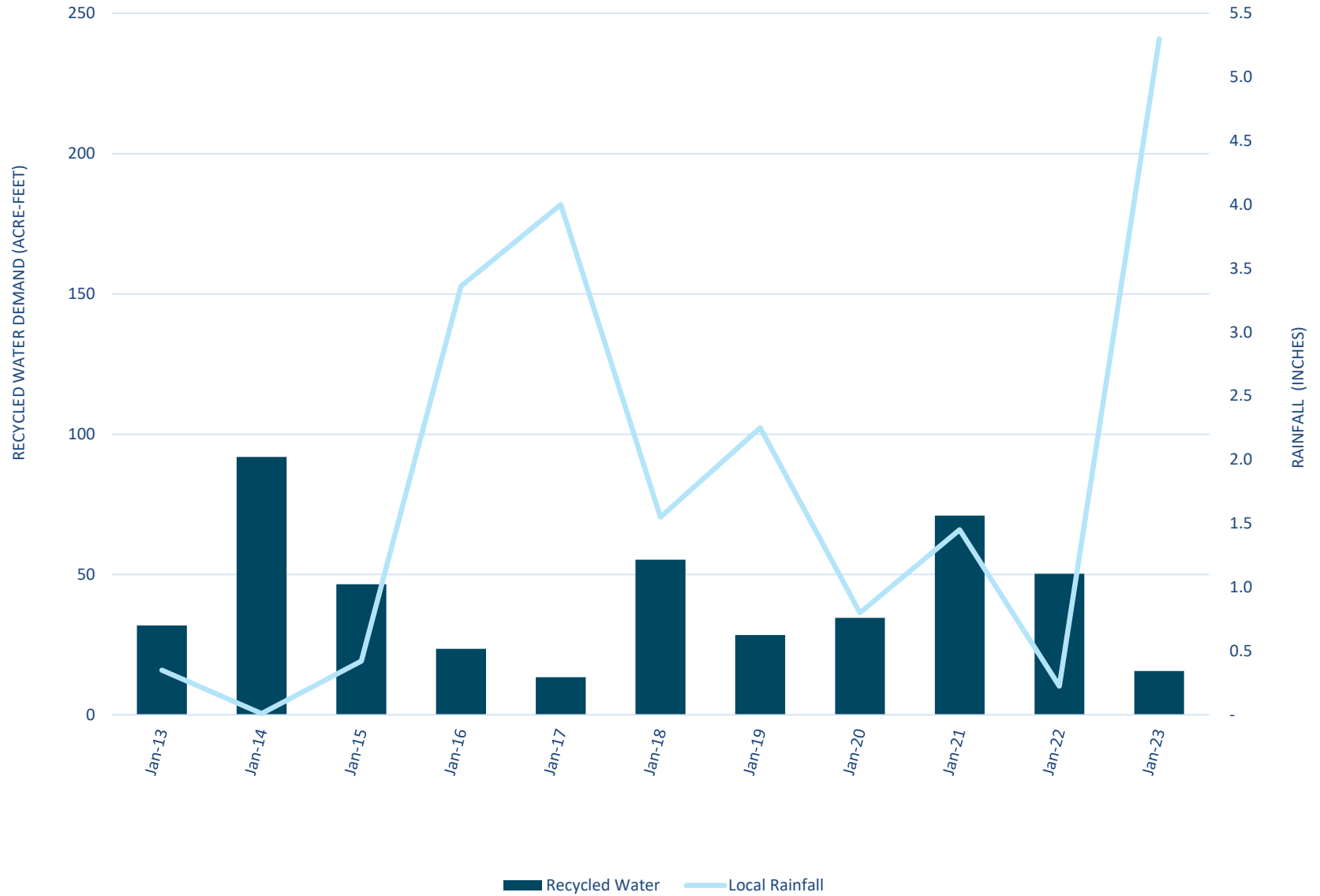
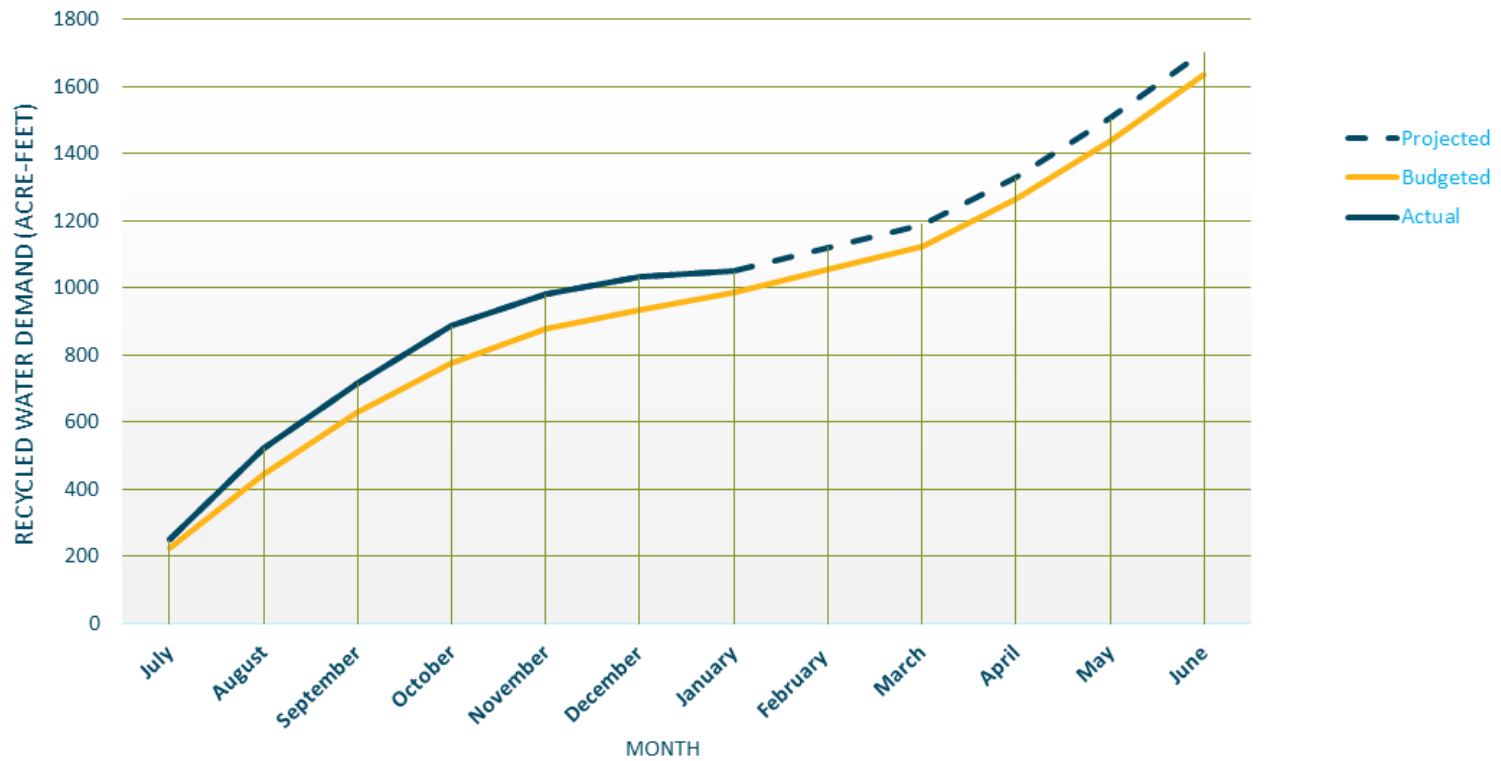


FIGURE 3: FY2022/23 CUMULATIVE DEMAND VS BUDGET



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SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

March 13, 2023

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: REPORTABLE MEETINGS

RECOMMENDATION

No action required. This memorandum is submitted for information only.

BACKGROUND

The General Manager or his designee may meet monthly with one or more Board Members in preparation for the Board Meeting.

DISCUSSION

The following meetings have taken place since the previous Board Meeting:

1. Meeting to review Board Meeting Agenda with Board Chair Zito on February 16, 2023.

FINANCIAL IMPACT

Per the SEJPA Restatement Agreement, SEJPA pays the Board Member \$160 for each reportable meeting. These meetings are accounted for in our annual budget.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

March 13, 2023

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: UPDATE OF EMERGENCY REPAIRS TO RECYCLED WATER PIPELINE IN  
MANCHESTER AVE.

RECOMMENDATION

It is recommended that the Board of Directors:

1. Confirm the continuation of the Agreement with GEM Site Development, LLC pursuant to San Elijo Joint Power Authority’s Resolution 2022-01 “Purchasing Policies and Procedures” and Public Contract Code 22050, pending completion of final grind and overlay pavement restoration with total costs not to exceed estimated value of \$50,000.

BACKGROUND

The San Elijo JPA’s recycled water system consists of a “north system” and a “south system”, both of which are supplied by recycled water produced at the San Elijo Water Campus. On Sunday, February 5<sup>th</sup>, wet pavement was observed just east of the intersection of the Water Campus entrance on Manchester Avenue. As reported to the Board on February 21<sup>st</sup>, SEJPA investigated the situation and enacted emergency provisions of our Purchasing Policy and Procedures to retain a local pipeline contractor, GEM Site Development, LLC (GEM) under a time and materials (T&M) contract. SEJPA’s Resolution 2022-01 “Purchasing Policies and Procedures”, Part 3.1.d provided for emergency contract in this situation under the General Manager’s authority:

*The General Manager is authorized to purchase and enter into contracts for urgent maintenance and for necessary equipment, services and supplies in the case of an emergency, without giving notice for bids and in any necessary amount. Urgent sewer maintenance or repair work is work that is required as a result of a physical condition which threatens public health or safety or the environment and requires immediate remedial action to mitigate said threat. Following the exercise of this authority, the General Manager or designee shall follow the procedures required by Section 22050 of the Public Contract Code.*

The Contractor located a leak at an existing service saddle on February 6<sup>th</sup>. Under SEJPA’s direction, GEM proceeded with repair work including material purchases, removing a section of damaged pipe, and replacement of the pipe with repair couplings, joint restraints and a new service saddle. Trench preparation, pipe bedding, backfill and trench repair were completed in



accordance with City of Encinitas standards on February 10<sup>th</sup>. Pursuant to City of Encinitas requirements, the Contractor is to return to perform a grind and overlay patch on the trench.

Pursuant to Section 22050 of the Public Contract Code (PCC) SEJPA is to provide an update to the governing Board until the action (here, the emergency repair contract) is terminated:

*22050, Paragraph (c)(1) ...[following action by General Manager under authority delegated in SEJPA's Procurement Policy]...the governing body shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless ...[General Manager as delegated authority]...has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision. If the governing body meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days.*

## DISCUSSION

Although the pipeline repair is complete, GEM needs to return to do a final pavement restoration consistent with the City's paving requirements (to allow for correction of settling), which is typical follow-up work. Per City's requirements, GEM is obtaining a permit to do this work. After this final work is performed, SEJPA will coordinate with GEM to reconcile the time and materials charges in order to approve and pay-out GEM's final invoice. After this final reconciliation is performed the General Manager will terminate the time and materials contract with GEM.

## FINANCIAL IMPACT

Funding for this emergency event will be allocated from the recycled water reserve fund. Board Action on February 21, 2023 confirmed the Emergency Condition and ratified the emergency repair contract with GEM Site Development, LLC for an amount not to exceed an estimated value of \$50,000. SEJPA is monitoring the T&M costs and does not anticipate the repair work to exceed the authorized amount.

## RECOMMENDATION

It is recommended that the Board of Directors:

1. Confirm the continuation of the Agreement with GEM Site Development, LLC pursuant to San Elijo Joint Power Authority's Resolution 2022-01 "Purchasing Policies and Procedures" and Public Contract Code 22050, pending completion of final grind and overlay pavement restoration.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

March 13, 2023

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: NOTICE OF EMERGENCY SITUATION AND AWARD OF CONSTRUCTION CONTRACT FOR REPAIRS TO RECYCLED WATER PIPELINE ON SAN ELIJO WATER CAMPUS

RECOMMENDATION

It is recommended that the Board of Directors:

1. Review and Confirm this Emergency Condition pursuant to San Elijo Joint Power Authority’s Resolution 2022-01 “Purchasing Policies and Procedures” and Public Contract Code 22050, and ratify the General Manager’s execution of emergency repair agreement with Ahrens Mechanical for repairs to recycled water pipeline on the San Elijo Water Campus with repair costs not to exceed estimated value of \$50,000.

BACKGROUND

The San Elijo JPA’s recycled water system was originally constructed and put into operation in October 2000 to serve non-potable demands within the communities of Encinitas, Solana Beach, and Del Mar. The system generally consists of a “north system” and a “south system”, both of which are supplied by recycled water produced at the San Elijo Water Campus.

The original backbone recycled water infrastructure has performed reliably for over 20 years, experiencing only occasional leaks over that period of operation. The expected useful life of a distribution system of this type and use is estimated at +70 years. Leaks in distribution systems occur on occasion and can be attributed to soils that accelerate corrosion, construction defects, or operating characteristics outside of the design parameters. Detecting, locating, and fixing leaks is part of SEJPA’s regular operating and maintenance responsibilities.

Leaks are not readily predictable and may result in injury to persons and damage to property, as well as permit violations, loss of a resource, and economic loss to SEJPA and/or others, among other potential damages. Therefore, when a leak is detected, immediate attention and action is necessary to respond to the emergency. Such work is commonly completed under Emergency Work provisions of SEJPA’s Resolution 2022-01 “Purchasing Policies and Procedures”, Part 3.1.d which states:

*The General Manager is authorized to purchase and enter into contracts for urgent maintenance and for necessary equipment, services and supplies in the case of an emergency, without giving notice for bids and in any necessary amount. Urgent sewer maintenance or repair work is work that is required as a result of a physical condition which threatens public health or safety or the environment and requires immediate remedial action to mitigate said threat. Following the exercise of this authority, the General Manager or designee shall follow the procedures required by Section 22050 of the Public Contract Code.*

Section 22050 of the Public Contract Code (PCC) stipulates requirements for reporting the action to the governing Board

*22050, Paragraph (c)(1) ...[following action by General Manager under authority delegated in SEJPA's Procurement Policy]...the governing body shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless ...[General Manager as delegated authority]...has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision. If the governing body meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days.*

## DISCUSSION

On Monday, March 6<sup>th</sup>, a leak was observed on the Water Campus, just north of the chlorine contact tank (See Photo 1, below). SEJPA promptly investigated the situation, shutdown the "north system" transmission main, and notified the City of Encinitas and customers affected by the shutdown. The General Manager determined that immediate action was necessary to restore recycled water system operations and that the repair would constitute an emergency pursuant to SEJPA's policies, and that the urgency of an emergency repair would not allow for the time necessary to complete a competitive solicitation for bids. A local pipeline contractor, Ahrens Mechanical (Ahrens) was contacted and agreed to mobilize a crew to immediately support the repair under an emergency, time and materials contract. The General Manager thereafter executed an Emergency Services Agreement with Ahrens (see Attachment 1) in accordance with the emergency work provisions described above.

Starting on Wednesday, March 8<sup>th</sup>, Ahrens mobilized equipment, operators and laborers to excavate the location identified by SEJPA (See Photo 2, below). The leak was discovered to be a hole caused by corrosion (See Photo 3, below) and with SEJPA's approval, Ahrens proceeded with repair work including material purchases, removing a section of damaged pipe, and replacement of the pipe with repair couplings, and joint restraints (See Photo 4, below). Trench preparation, pipe bedding, backfill and asphalt surface restoration will be completed in accordance with applicable standards. The "north system" transmission main was offline from Monday, March 6<sup>th</sup> through the afternoon of Thursday, March 9<sup>th</sup>. After repair work is complete, SEJPA will coordinate with Ahrens to reconcile the time and materials charges in order to approve and pay-out Ahren's final invoice. After this final reconciliation is performed the General Manager will terminate the time and materials contract with Ahrens.



Photo 1 (March 6<sup>th</sup>) – Leak observed between chlorine contact basin and sand filter structure.



Photo 2 (March 8<sup>th</sup>) – Ahrens Mechanical mobilized and commenced excavation.



Photo 3 (March 8<sup>th</sup>) – Leak located, attributed to external corrosion.



Photo 4 (March 8<sup>th</sup>) – Progress of pipe segment replacement.

FINANCIAL IMPACT


Funding for this emergency event will be allocated from the recycled water reserve fund.

RECOMMENDATION

It is recommended that the Board of Directors:

1. Review and Confirm this Emergency Condition pursuant to San Elijo Joint Power Authority's Resolution 2022-01 "Purchasing Policies and Procedures" and Public Contract Code 22050, and ratify the General Manager's execution of emergency repair agreement with Ahrens Mechanical for repairs to recycled water pipeline on the San Elijo Water Campus with repair costs not to exceed estimated value of \$50,000.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Thornton", written over a horizontal line.

Michael T. Thornton, P.E.  
General Manager

Attachment 1: Agreement for Emergency Repair Services - Ahrens Mechanical  
(Contract No. 2023-034SC) March 8, 2023

**TECHNICAL SERVICES AGREEMENT  
BETWEEN SAN ELIJO JOINT POWERS AUTHORITY  
AND AHRENS MECHANICAL  
FOR EMERGENCY REPAIRS PROJECT**

**RECITALS**

- A. This Technical Service Agreement (“**Agreement**”) is made and entered into this 8<sup>th</sup> day of March, 2023 (“**Effective Date**”), by and between the SAN ELIJO JOINT POWERS AUTHORITY (“**SEJPA**”) and AHRENS MECHANICAL, (“**CONTRACTOR**”), an independent contractor, with a principal place of business 5959 Mission Gorge Road, Ste. #204, San Diego, CA, 92120
- B. CONTRACTOR has responded to SEJPA’s request to provide emergency repair services on existing 12” recycled water ductile iron pipe within San Elijo Water Campus located at 2695 Manchester Avenue, Cardiff by the Sea, CA 92007. SEJPA has been determined that it is in the best interests of SEJPA to enter into the Agreement hereinafter contained.
- C. In consideration of the mutual promises, conditions and covenants herein contained, the parties hereto agree to the terms and conditions set forth in this Agreement.

**AGREEMENT**

**SECTION 1 SCOPE OF WORK**

A. CONTRACTOR shall provide labor and services to complete the Scope of Work specified in **Attachment A** to this Agreement. CONTRACTOR shall furnish all materials, equipment, supplies and incidentals necessary to perform the work, except those which are expressly designated to be furnished by SEJPA. All work performed and materials supplied in the execution of this Agreement shall comply with applicable laws, standards, codes and regulations governing such materials, items and work. All material is guaranteed to be as specified in the Scope of Work. Any alteration or deviation from the specifications, which involve extra costs, must be approved by SEJPA in advance.

B. CONTRACTOR represents that it is skilled in the technical expertise necessary to provide the services required under this Agreement. CONTRACTOR shall be licensed under the classification of Class A as the date of this Agreement and shall maintain such license until final completion and acceptance of the work specified in the Agreement. CONTRACTOR agrees to perform its work hereunder in a competent manner acceptable to SEJPA and in conformity with the requirements of this Agreement. CONTRACTOR will employ only competent workers to complete the work under this Agreement.

C. CONTRACTOR shall secure and maintain in good standing for the term of this Agreement any and all permits, licenses and certifications required to perform the Scope of Work. CONTRACTOR shall provide proof of any such permits and licensure upon request by SEJPA.

## SECTION 2 TIME OF PERFORMANCE

A. CONTRACTOR agrees to complete said work by March 15, 2023 to the entire satisfaction of SEJPA before final payment is made. Time is of the essence. The time for performance of any work under this Agreement may be extended, or suspended, in the reasonable discretion of SEJPA, based on unavoidable disruption of work due to strikes, lockouts, government acts, epidemics/pandemics, acts of God and other similar conditions shown by CONTRACTOR to be beyond the control of CONTRACTOR.

## SECTION 3 COMPENSATION

A. Compensation for all of the labor, equipment, material and services which CONTRACTOR is obligated to perform under the terms and conditions of this Agreement, including all applicable taxes, shall not exceed twenty five thousand dollars (\$25,000). SEJPA shall make payments to CONTRACTOR in response to duly submitted invoices in accordance with this SECTION 3.

B. Prepayments will not be made, at any time, during the execution of this Agreement. CONTRACTOR shall submit monthly invoices to SEJPA for payments. Such invoices shall represent the value of the items delivered or services provided during the billing period. Such invoices shall be prepared in such form and supported by documentation as SEJPA may reasonably require including a brief narrative description of the work performed.

C. Payment shall be made by SEJPA to CONTRACTOR within forty-five (45) days of receipt of an approved invoice. The amount of this payment will be less any amounts previously paid on the account.

D. SEJPA shall review each invoice as soon as practicable after receipt for the purpose of determining whether the invoice should be approved as a proper payment request. SEJPA shall return to CONTRACTOR any invoice determined not to be a proper payment request as soon as practicable. The returned payment request shall include a written explanation setting forth the reasons why the payment request is not proper, and a proposed revised invoice amount, if any, that SEJPA believes to be the proper amount.

E. If CONTRACTOR accepts the proposed revised invoice prepared by SEJPA, CONTRACTOR shall provide written notification to SEJPA's designated representative that CONTRACTOR accepts the proposed revised invoice, and the revised invoice shall be deemed received on the same business day CONTRACTOR's written notification is received. SEJPA shall thereafter have 45 days to make payment on the revised invoice.

F. All invoices shall be made in writing and must be delivered via email to [apsejpa@sejpa.org](mailto:apsejpa@sejpa.org) with a copy by U.S. mail, postage prepaid to the address below. All payments shall be delivered U.S. mail to the address below:

Payment mailing address:  
San Elijo Joint Powers Authority  
P.O. Box 1077  
Cardiff by the Sea, CA 92007



Attention: Accounts Receivable

#### SECTION 4 TERM AND TERMINATION

A. The Agreement period will continue until CONTRACTOR's completion of the Scope of Work attached hereto as "**Attachment A**" and expiration of the warranty of work. CONTRACTOR's indemnification, hold harmless and defense obligation shall survive the termination or expiration of this Agreement.

B. SEJPA may cancel this Agreement at any time with no less than ten (10) days' prior written notice. CONTRACTOR shall discontinue all affected work on the indicated date of termination.

C. The time for performance of any work under this Agreement may be extended, at SEJPA's discretion, based on unavoidable disruption of work due to strikes, lockouts, government acts, pandemics/epidemics, acts of God and other similar conditions shown by CONTRACTOR to be beyond the control of CONTRACTOR.

#### SECTION 5 LEGAL RELATIONS

A. CONTRACTOR is for all purposes an independent contractor. All personnel provided by CONTRACTOR pursuant to this Agreement are to be employed by CONTRACTOR, or its subcontractors, for their account only. Neither CONTRACTOR, its employees nor subcontractors, shall be deemed to have been employees of SEJPA or to have been entitled to any rights or benefits as SEJPA employees. CONTRACTOR certifies that it is free from the control and direction of SEJPA in connection with the performance of the work. CONTRACTOR will supervise the work and control the means for accomplishment of the services and work to be performed hereunder. CONTRACTOR will be responsible for providing required and necessary protective gear for its personnel, including any subcontractor personnel, while on the job site, including safety equipment. No permitted or required approval by SEJPA of personnel, costs, schedules, documents or services of CONTRACTOR shall be construed as making SEJPA responsible for the manner in which CONTRACTOR performs its services. Such approvals are intended to give SEJPA the right to satisfy itself with the quality of work performed by CONTRACTOR. CONTRACTOR further certifies that it is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed under this Agreement. This Agreement is not exclusive, and as such CONTRACTOR certifies that it is free to perform work for others for the duration of this Agreement.

B. CONTRACTOR agrees to indemnify, defend, protect, and hold SEJPA, its Member Agencies (the City of Solana Beach and the City of Encinitas), and each of their respective officers, officials, directors, agents, employees, and volunteers (collectively, "Indemnified Parties") harmless from and against any and all liability, claims, demands, damages, loss, charge, civil fines or penalties, liens, actions and causes of action, including reasonable attorney's fees, costs and expenses (collectively, "Claims"), arising out of the negligent acts, errors, omissions or willful misconduct of CONTRACTOR, its associates, employees, subcontractors or other agents in the performance of this Agreement or out of operations conducted by CONTRACTOR.



CONTRACTOR shall not be required to defend, indemnify or hold harmless Indemnified Parties for Claims to the extent attributable to the sole negligence, active negligence or willful misconduct of Indemnified Parties. The indemnification, hold harmless and defense obligations set forth herein shall survive the termination or expiration of this Agreement.

#### SECTION 6 INSURANCE.

A. CONTRACTOR shall procure and maintain during the term of this Agreement all insurance required by federal, state, county and local laws, and such other and additional coverage adequate to protect CONTRACTOR and SEJPA from any liabilities and claims for injuries and damages to persons or property which may arise from, or in connection with, the performance of work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. Specifically, CONTRACTOR and each of its subcontractors shall maintain throughout the term of this Agreement the following policies of insurance:

1. A general liability policy of insurance, including coverage for products and completed operations, bodily injury and/or death, personal and advertising injury, and property damage claims which may arise from or in connection with the performance of the work under this Agreement by CONTRACTOR and its subcontractors, and each of their agents, representatives, or employees. General Liability insurance shall be comprehensive in form and shall be on a “per occurrence” basis in a minimum amount of Three Million Dollars (\$3,000,000) per occurrence. Such coverage shall be written on Insurance Services Office (“ISO”) Form CG 00 01, or equivalent.
2. An automobile liability policy of insurance to cover claims, injury, death, loss or damage, accidents from the use or operation of any automobiles, trucks and/or other mobile or stationary equipment, whether owned, non-owned or hire. Auto coverage shall be issued with a limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. Workers’ compensation insurance with limits no less than the statutory limits.

B. All policies of insurance required under this Section shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have an A.M. Best Company rating of no less than A- and a financial size category of at least Class VII, unless otherwise acceptable to SEJPA.

C. All policies of insurance required under this Section, except for workers’ compensation, shall be endorsed to name SEJPA, its member agencies the City of Solana Beach and City of Encinitas, and their directors, officers, employees and representatives (the “Additional Insureds”) as additional insureds under each such policy and an additional insured endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37, if later revisions are used, shall be provided to SEJPA.

D. CONTRACTOR shall provide duly-authorized and, as applicable, executed original certificates and endorsements for all insurance required pursuant to this Agreement on forms approved by SEJPA in conformity with all requirements of this Agreement prior to commencement of any work hereunder. If any of the required coverages expire during the term of this Agreement, CONTRACTOR shall deliver renewal certificates to SEJPA at least ten (10) days prior to the expiration date.

E. For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the CONTRACTOR's (and its subcontractor's) insurance, and shall not contribute to such insurance.

F. Any deductibles or self-insured retentions must be declared in writing and approved by SEJPA. At the option of SEJPA, either: the insurance provider(s) shall reduce or eliminate such deductibles or self-insured retentions as respects SEJPA and its directors, officers, employees, and representatives; or the CONTRACTOR shall provide a financial guarantee satisfactory to SEJPA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

G. CONTRACTOR hereby agrees to waive rights of subrogation against SEJPA and the Additional Insureds which any of CONTRACTOR's insurers may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

H. CONTRACTOR shall provide thirty (30) days' advance written notice to SEJPA, of any cancellation or material alteration of any insurance policy required herein.

#### SECTION 7 ASSIGNMENTS/SUBCONTRACTS

CONTRACTOR shall not sublet or assign any of the work covered by this Agreement, except with the prior written approval of SEJPA and in strict compliance with the terms, provisions and conditions of this Agreement.

#### SECTION 8 CONTRACTOR'S PROJECT MANAGER

CONTRACTOR's designated project manager, Jeff Barr, shall be empowered to act for CONTRACTOR for all matters relating to this Agreement.

#### SECTION 9 SEJPA REPRESENTATIVE

SEJPA's designated representative, Michael Piper, will administer this Agreement.

#### SECTION 10 FREEDOM OF INFORMATION

SEJPA shall make freely available to CONTRACTOR for examination all non-privileged directly pertinent books, documents, papers and records of SEJPA involving transactions related to this Agreement. CONTRACTOR understands that information provided to SEJPA pursuant to this

contract may become a public record and subject to disclosure pursuant to the California Public Records Act.

## SECTION 11 PREVAILING WAGE LAWS

A. CONTRACTOR shall comply with the requirements of this SECTION 12 with respect to any installation, repair, maintenance or other work constituting a public works under California Labor Code sections 1720 et seq. and 1770 et seq., and California Code of Regulations, title 8, section 16000 et seq. (collectively, "Prevailing Wage Laws").

B. CONTRACTOR must be, and must require its subcontractors to, be registered with the California Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5, prior to execution of this Agreement. No contractor or subcontractor may be listed on a bid proposal for a public works project, or may be awarded a contract for public work on a public works project, unless it registers with and pays an annual fee to the DIR. CONTRACTOR shall submit proof of current registration, and shall require subcontractors to submit proof of current registration, to SEJPA prior to commencing work on the project. For more information on how to become registered with the DIR, please go to <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>.

C. CONTRACTOR agrees to comply with and require its subcontractors to comply with the requirements of Prevailing Wage Laws and any additional applicable California Labor Code provisions related to such work including without limitation payroll recordkeeping requirements. CONTRACTOR and its subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the DIR for all services described in this Agreement and as required by law. The general prevailing wage determinations can be found on the DIR website at: <http://www.dir.ca.gov>. Copies of the prevailing rate of per diem wages may be accessed at SEJPA's administrative office, and shall be made available upon request. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services described in this Agreement available to interested parties upon request, and shall post and maintain copies at CONTRACTOR'S principal place of business and at all site(s) where services are performed. Penalties for violation of Prevailing Wage Laws may be assessed in accordance with such laws. For example, CONTRACTOR shall forfeit, as a penalty to SEJPA, Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each workman paid less than stipulated prevailing rates for services performed under this Agreement by him, or any subcontractor under him, in violation of Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold the Indemnified Parties harmless from any claims, liabilities, costs, penalties or interest arising out of the failure or alleged failure of CONTRACTOR or its subcontractors to comply with Prevailing Wage Laws.

D. CONTRACTOR and each of its subcontractors shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by CONTRACTOR or subcontractor in connection with the services performed pursuant to this Agreement. Each payroll shall be certified and available for inspection as prescribed by Labor Code section 1776. CONTRACTOR shall keep

SEJPA informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. CONTRACTOR shall inform SEJPA of the location of the payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of any change of location and address. Penalties for noncompliance include a forfeiture of One Hundred Dollars (\$100) per calendar day, or portion thereof, for each worker until strict compliance is effectuated, which may be deducted from any moneys due CONTRACTOR.

E. Eight (8) hours of work shall constitute a legal day's work. CONTRACTOR and any subcontractors shall forfeit, as a penalty to SEJPA, Twenty-Five Dollars (\$25) for each worker employed in the execution of services pursuant to this Agreement by CONTRACTOR or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any calendar week in violation of the provisions of the California Labor Code, in particular, sections 1810 to 1815, thereof, inclusive, except services performed by employees of CONTRACTOR and its subcontractors in excess of eight (8) hours per day at not less than one and one-half (1 ½) times the basic rate of pay, as provided in California Labor Code section 1815.

F. CONTRACTOR shall require any subcontractors performing services under this Agreement to comply with all of the above.

#### SECTION 12 NOTICE

Any notices required to be given under this Agreement by either party to the other must be effected by email, or by personal delivery in writing or by mail, first class, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses below, but each party may change the address by giving written notice in accordance with this paragraph. Emailed notices will be deemed communicated via same-day if sent before 5:00 PST. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth (5<sup>th</sup>) day after mailing, whichever occurs first.

To SEJPA:                      Attention: Michael Piper  
   San Elijo Joint Powers Authority  
   2695 Manchester Avenue  
   Cardiff by the Sea, CA 92007  
   piper@sejpa.org

To CONTRACTOR: Gregory S. Ahrens  
   Ahrens Mechanical  
   5959 Mission Gorge Road, Suite #204  
   San Diego, CA 92120

#### SECTION 13 WORKING HOURS

All on site work is to be performed Monday through Friday between the hours of 7:30 a.m. and 5:30 p.m. or as otherwise set forth in **Attachment A**. In the event these working hours conflict with an ordinance of Cardiff-by-the-Sea, CONTRACTOR shall perform site work in compliance with such ordinance. At the start of each workday CONTRACTOR will register all contract personnel on site for/or during that workday at the Operations Building. CONTRACTOR will also notify SEJPA's designated Project Manager or the Project Manager's assigned alternate of their daily schedule. Any change in the defined working times must have prior written approval from SEJPA's General Manager or his designated representative.

#### SECTION 14 WARRANTY OF WORK

A. CONTRACTOR guarantees all work pursuant to this Agreement against defective materials or workmanship for period of one (1) year from the date of completion of all work, except where longer warranty periods are specifically stated. Any defective material or workmanship which may be discovered before completion all work or within one (1) year thereafter shall be corrected immediately by CONTRACTOR at its own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Any work to correct a defect in workmanship and/or replacement materials shall additionally be guaranteed by CONTRACTOR for a period of one (1) year from the date of completion of such corrective work or replacement of materials.

B. Failure to inspect the work at any stage shall not relieve CONTRACTOR from any obligation to perform sound and reliable work as herein described. It is CONTRACTOR'S ultimate responsibility to complete all work as required by this Agreement.

C. During the one (1) year warranty period, should CONTRACTOR fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by SEJPA, it is agreed that SEJPA may make such repairs and replacements and the actual cost of the required labor or materials shall be chargeable to and payable by CONTRACTOR.

D. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by this Agreement or by law. The remedies provided herein shall not be exclusive and SEJPA shall be entitled to any and all remedies provided by law.

#### SECTION 15 WORK DURING DISPUTES

In the event of a dispute between the parties as to the performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed, the parties shall attempt to resolve the dispute. If the dispute is not resolved, CONTRACTOR agrees to continue the work diligently to completion and will neither rescind this Agreement nor stop the progress of the work, but may submit such controversy for determination in accordance with applicable law. In the event any litigation is commenced with respect to this Agreement, such litigation shall not serve to suspend CONTRACTOR'S obligation to continue performance of the work hereunder.

## SECTION 16 MISCELLANEOUS

A. If CONTRACTOR is required by law to be licensed and regulated by a State License Board, or any other regulatory body, CONTRACTOR hereby warrants that it has complied with any such licensing and regulatory authorities. CONTRACTOR shall provide proof of such licensure upon request by SEJPA.

B. All work performed and materials supplied in the execution of this Agreement shall comply with applicable laws, standards, codes and regulations governing such materials, items and work. All material is guaranteed to be as specified in the Scope of Work. Any alteration or deviation from the Scope of Work, which involve extra costs, may be executed by CONTRACTOR only after approval of SEJPA by written order, which will specifically state the change in the Scope of Work and the additional charges to be incurred. Unless otherwise directed by SEJPA, CONTRACTOR shall not be entitled to compensation for work requiring an approved written order if CONTRACTOR fails to obtain such an order prior to the execution of that work.

C. The "Hazard Communication Standard" requires that individuals (employees) working in an area where hazardous substances are being used must be informed of any potential dangers associated with working in that area. (29 C.F.R. § 1919.1220.) It is the responsibility of CONTRACTORS working at San Elijo Joint Powers Authority to read and acknowledge receipt of the information packet prior to the start of any scheduled work. Furthermore, CONTRACTOR shall make available all applicable information regarding hazardous substances and conditions to all CONTRACTOR employees and subcontractors.

D. CONTRACTOR will perform all work under this Agreement in good faith and in the best interests of SEJPA. CONTRACTOR shall be solely and completely responsible for the safety of all CONTRACTOR personnel, including personnel of any subcontractors, during performance of the work. In performing the work specified in this Agreement, CONTRACTOR agrees to comply with all laws, rules, regulations, ordinances, directives and orders, whether federal, state or local, and any and all of SEJPA policies and procedures, departmental rules and other directives applicable to the services to be performed, including, but not limited to, SEJPA's Contractor Safety Policies and Procedures. Any changes to SEJPA policies and procedures that relate to CONTRACTOR will be provided to CONTRACTOR in writing. CONTRACTOR agrees to review such policies, procedures, rules and directives the contents of which CONTRACTOR will be deemed to have knowledge.

E. If this Agreement involves an expenditure of public funds in excess of ten thousand dollars (\$10,000), the Agreement is subject to examination and audit of the State Auditor, at the request of SEJPA or as a part of any audit of SEJPA, for a period of three (3) years after final payment under the Agreement. CONTRACTOR shall cooperate with SEJPA regarding any such audit at no extra cost to SEJPA.

F. This Agreement represents the entire understanding of SEJPA and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both parties.

G. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes. Electronic signatures shall have the same legal effect as an original signature.

H. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion.

I. In signing this Agreement, CONTRACTOR certifies that CONTRACTOR shall not submit a false claim in violation of the False Claims Act, section 12650 *et seq.* of the Government Code.

J. This Agreement shall be construed and enforced under and in accordance with the laws of the State of California. Venue to any action or proceeding arising out of this Agreement shall be in San Diego County, California.

K. In the event litigation or arbitration is commenced to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees in addition to costs and expenses.

L. SEJPA and CONTRACTOR do covenant that the individual executing this Agreement on their behalf is a person duly authorized and empowered to execute this Agreement for such party.

**BY SIGNING BELOW THE PARTIES VOLUNTARILY ENTER INTO THIS AGREEMENT AND ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS SET FORTH HEREIN AND AGREE TO BE BOUND THEREBY.**


**SAN ELIJO JOINT POWERS AUTHORITY:**

**CONTRACTOR:**

Michael T. Thornton  
Signature

General Manager  
Title

March 8, 2023  
Date

  
Signature

Gregory S. Athrexis  
Title  
PRESIDENT

8 MAR 2023  
Date

#957287  
Contractor's License No.

February 28, 2025  
License Expiration Date



## Attachment A

### Scope of Work

#### PROJECT LOCATION:

San Elijo Water Campus, 2695 Manchester Ave, Cardiff by the Sea, CA. 92007

**PROJECT SCOPE:** Emergency repair scope to be completed under force account.

1. Erect and maintain traffic control and safety procedures for work within Water Campus site.
2. Sawcut, remove and dispose asphalt, and excavate at location of observed surface damage, locate, and fix leak on 12-inch PVC recycled water main. Once leak is identified, confer with SEJPA prior to implementing repair.
3. Excavated material shall be hauled to area on the San Elijo Water Campus site and deposited in manner and location directed by SEJPA. Spoils shall not be deposited in public right-of-way or near protected lagoon habitat.
4. Dewater pipeline to onsite location as directed by SEJPA. No recycled water shall be allowed to discharge into the lagoon or storm drains.
5. Backfill with clean imported material and compact per Section 02223 of the San Diego Water Agency Standards ([https://www.sdwas.org/Portals/0/Documents/Vol2/Section2/Division2/StdSpec02223\\_11-23-11.pdf](https://www.sdwas.org/Portals/0/Documents/Vol2/Section2/Division2/StdSpec02223_11-23-11.pdf)), except that the top 24-inches shall be compacted to 95% relative compaction.
6. Paving patch shall be in accordance with City of Encinitas Utility Trench Backfill and Resurface Standard, Appendix 2.4 of the Engineering Design Manual (PDF Page 452 of 1294) (<https://www.encinitasca.gov/home/showpublisheddocument/388/637983244199730000>).

**TIME & MATERIAL DETAILS:** *Costs as described in Ahrens proposal dated March 8, 2023 (enclosed)*

## ***Ahrens Mechanical***

5959 Mission Gorge Road, Ste #204, San Diego, CA 92120

Ph: 619.487.9036, Fx: 619.487.9195

[Estimating@AhrensMech.com](mailto:Estimating@AhrensMech.com)

Certified DVBE and SB - State of California #1544620 Exp: 6/30/23

Certified SDVOSB - Department of Veteran Affairs

Certified SLBE City of San Diego - #12AM0557

Public Works Contractor Registration No. 1000000554 exp: 6/30/25

CSLB #957287 / A, B, C4, C10, C16, C20, C34, C36, C46, C60, Haz Exp:2/28/23

8 March 2023

San Elijo Joint Powers Authority  
2695 Manchester Avenue  
Cardiff by the Sea, Ca 92007-7077

Attention: Michael Piper

Subject : Recycled Water Line Repairs

Reference : T&M Proposal

### **T&M Rates**

Job Setup	\$2,000.00 LS
Superintendent	135.00 Hourly
Operator	128.00 Hourly
Operator Apprentice Period 1	88.00 Hourly
Plumber/Fitter	122.00 Hourly
Plumber/Fitter Apprentice Period 2	71.00 Hourly
Laborer	100.00 Hourly
Principal	180.00 Hourly
Project Manager	135.00 Hourly
Office Admin	90.00 Hourly

Hourly Rates are portal to portal

Overtime rates apply after eight (8) hours and on Saturdays

Double time rates apply after twelve (12) hours and on Sundays

Labor markup 20%

Material Markup 15%

Equipment Markup 15%

Ahrens Owned equipment billed per CalTrans Labor Surcharge and Equipment Rental Rates

Subcontractor Markup 15%

### **Exclusions:**

- Connection fees not included in time & material.
- Permits cost, deposits and fees not time & material.
- Surveying not included in time & material.
- Compaction test not included.
- Not responsible for damages due to poor conditions of existing asphalt, concrete and structures.
- Time & materials includes trench shoring and trench plates for excavated trenches per OSHA.
- Not responsible for existing soils conditions.
- Not responsible for existing non-working valves.
- Not responsible for wrongly marked utilities.

*Attachment A, Enclosure (Pg. 2 of 2)*

- Not responsible for construction water.
- Weather related expenses will apply to time & material.
- Change order will be submitted if underground obstacles or obstructions are encountered including, but not limited to water lines, joint trenches, buried concrete, loose

**Notes**

One year warranty

Quote is valid for 30 days.

Labor Rates are valid through 30 June 2023

AHRENS MECHANICAL *Original Signed by Gregory Ahrens on 2023.03.08*

Gregory S. Ahrens, PE  
President

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

March 13, 2023

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: CAPITAL PROGRAM BOARD WORKSHOP

RECOMMENDATION

It is recommended that the Board of Directors:

1. Provide direction to the recommended Phase 4 Capital Improvement Program and funding strategy;
2. Discuss and take action as appropriate.

BACKGROUND

In 2017, the San Elijo Joint Powers Authority (SEJPA) commenced a phased capital improvement program to replace and upgrade wastewater and recycled water infrastructure based on findings of the 2015 Facility Plan. The value of the capital program is nearly \$49.7 million and included the following projects:

- Land Outfall Replacement (completed 2018)
- Headworks & Odor Control Improvements (completed 2019)
- Encinitas Ranch Recycled Water Expansion (completed 2019)
- SCADA and Electrical Upgrades (completed 2020)
- Water Campus Improvements (completed 2021)
- 0.6 Mega Watt PV Solar (completed 2022)
- Biosolids Dewatering Facility Improvements (est. completion 2025)

Staff bundled the projects into phases to prioritize capital spending, streamline project delivery, minimize community impacts, and reduce cost through economies of scale. The projects replaced aging infrastructure and added new facilities to ensure environmental protection, improved operational reliability and efficiency, and advanced regional climate action goals. These projects are fully funded through the 2017 Clean Water Bond Issuance, recycled water sales, capital cash contributions from agencies served by SEJPA, Caltrans, and state and federal grants. The Biosolids Dewatering Facility Improvements is the final project in Phase 3 of the Capital Program, and construction completion is scheduled for March 2025.

## DISCUSSION

At the February 2023 SEJPA Board meeting, staff presented an update to the agency's Capital Improvement Program. Four projects were identified for Phase 4 of the Capital Program (see Table 15-1). Each project is either at the concept or final design level and has been evaluated and prioritized by staff for construction funding consideration.

**Table 15-1: Recommended Phase 4 Capital Projects & Estimated Costs**

<b>Phase 4 Projects</b>	
Stormwater Capture & Reuse	\$2.0 M
Wanket Tank Refurbishment, Pipeline, and RW Valve Replacement	\$3.4 M
Moonlight Beach Sewer Pump Station Modifications	\$2.0 M
Biological Treatment Improvements (NDN & CCT)	\$10.0 M
<b>Total Phase 4</b>	<b>\$17.4 M</b>

The highest ranked Phase 4 project is **Stormwater Capture & Reuse**, which will provide new source water for recycling, improve site drainage to manage runoff and erosion, protect downstream water quality, and align with industrial stormwater permit requirements. The project is estimated to cost \$2 million and has qualified for \$1.4 million in state and federal grant funding. The remaining project cost of approximately \$600,000 is proposed to be funded equally by Wastewater and Recycled Water capital cash (pay-go) in FY2023-24.

The second ranked project is **Wanket Tank Refurbishment, Pipeline, and RW Valve Replacement**, which will provide needed offsite recycled water storage through the refurbishment of an existing 3-million-gallon tank that will be converted from potable to recycled water storage. This project will substantially increase recycled water storage, improving service reliability, operational efficiency, and water pressure for customers. The project will also replace aging system distribution valves that are at the end of their service life. The project is estimated to cost \$3.4 million and has qualified for approximately \$1.6 million in state and federal grant funding. The remaining project cost of approximately \$1.8M is proposed to be funded by the Recycled Water capital cash (pay-go) in FY2023-24.

The next ranked Phase 4 project is **Moonlight Beach Sewer Pump Station Modifications**, which will replace aging pumps, motors, and other mechanical components to improve operational reliability, reduce maintenance intensity, and address safety concerns. The project is estimated to cost \$2 million and is being funded by the Encinitas Sanitary Sewer Division capital cash (pay-go) with the final \$0.5 million being budgeted in FY2023-24.

The final project is **Biological Treatment Improvements (NDN & CCT)**, which will implement a more robust biological process that will improve effluent quality for both ocean discharge and recycling. The improved biological treatment will optimize the disinfection process, preemptively prepares for anticipated nutrient limits on ocean outfall flows, improve tertiary filtration performance, and provide the foundational treatment for potable reuse. The project is estimated to cost \$10 million, and staff is pursuing a federal grant of \$2.5 million. Staff recommends financing the project with a private placement loan of approximately \$10 million, as the grant funding will likely be received after the project is completed. As the project provides benefits to both recycled water and wastewater programs, staff recommends that both programs fund these improvements.

Staff has also identified a series of prospective near-term projects that may qualify for construction after 2025 upon further development and evaluation (see Table 15-2).

**Table 15-2: Prospective Near-Term Capital Projects**

Prospective Project	Purpose
Biogas conditioning system	Allow biogas produced from the treatment process to be used as boiler heating fuel in lieu of natural gas.
RW Pump Station expansion (at SEWC)	Provide one redundant pump/motor for system reliability.
RW distribution surge suppression system	Suppress transient water pressure waves within distribution system for safety.
Rehabilitation and upgrades to existing solids process (sludge thickening and digesters)	Extend operational life and reliability of critical plant assets.
Sewer pump station improvements	Extend operational life and reliability of critical collection system assets.
Laboratory Refurbishment and Mechanic Shop Improvements	Provide ergonomic workspaces equipped with contemporary tools and facilities.

Staff plans to retain an engineering firm in 2023 to prepare a 2025 Facility Plan that will outline the capital program priorities and evaluate asset condition and replacement needs over the period of 2025 to 2035. The Facility Plan will evaluate the prospective projects identified by staff (refer to Table 15-2) as well as other projects identified through the condition assessment evaluation. Funding for the Facility Plan will be included in the FY 2023-24 budget.

**Figure 15-1: Proposed Capital Project Timeline and Cost, 2023 – 2025**

PROJECT	COST, \$Million	...2022	2023				2024				2025				
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
<b>Phase 3</b>															
Biosolids Dewatering Facilities Improvement (& MS-2 Replacement)	\$11.2	DES	BID	CONST (23 MONS)											
<b>Anticipated Capital Projects (2023 - 2025)</b>															
Stormwater Capture & Reuse	\$2.0		DES		BID	CONST (~10 MONS)									
Wanket Tank Refurbishment, Pipeline, and RW Valve Replacements	\$3.4	DES	BID	CONST (~13 MONS)											
Moonlight Beach Sewer Pump Station Modifications	\$2.0	DES	BID	CONST (~13 MONS)											
Biological Treatment Improvements (NDN & CCT Optimization & RWPS Exp.)	\$10.0		DES		BID	CONST (~18 MONS)									
<b>TOTAL, 2023 - 2025</b>	<b>\$28.6</b>														

DES = Design; BID = Public Bidding and Award; CONST = Construction

**Project Delivery, Staffing Impacts, and Costs**

One challenge of delivering the proposed capital projects of Phase 4, coupled with the final project of Phase 3, is the workload burden on SEJPA staff to manage the multiple contractors, design teams, and technical issues associated with complex construction. Figure 15-1 presents the anticipated timeline and aggregated cost of the Phases 3 and 4 Capital Program projects over a 3-year period. The aggregated value of the Phase 3 (Biosolids Dewatering) and four prioritized Phase 4 projects is estimated at \$28.6 million. Grant funding deadlines and project drivers require concurrent construction phases. Delivering this volume of work at multiple locations requires a strategic staffing plan. SEJPA’s typical practice is to manage/administer projects with in-house staff. However, the proposed capital program (Phase 3 and 4) exceeds current staffing capacity. To deliver these five concurrent capital projects, staff estimates that additional staff resources are needed. Project support needs can be fulfilled through consultant

contracts or in-house staff. Generally, in-house staff is less expensive than utilizing consultants if the workload is full-time over multiple years. SEJPA staff will present options and seek the Board's direction for hiring in-house engineering staff or retaining consultant project management and engineering support, with a cost implication on the order of \$0.5 to \$0.9 million over the 2023-25 capital program delivery period.

**FINANCIAL IMPACT**

There is no financial impact associated with staff recommendations at this time. As capital projects are advanced through planning, design, and construction, they will be presented to the Board for funding approval at each stage of development.

Staff has identified four projects with an estimated total cost of \$17.4 million that are being recommended for the SEJPA's Capital Program Phase 4, plus project delivery support costs (in-house staff or consultant) of up to approximately \$0.9 million, for an estimated total cost of \$18.3 million. The funding strategy for these projects will likely include a combination of cash, grants, and financing.

**Table 15-3: Project Funding Strategy**

Project	Grants	Encinitas Sanitary Division	Wastewater Program	Recycled Water Program
SW Capture & Reuse	\$1.4M	-	\$0.3M	\$0.3M
Wanket Tank	\$1.6M	-	-	\$1.8M
Moonlight Beach PS	-	\$2.0M	-	-
NDN + CCT	\$2.5M	-	\$3.0M	\$4.5M
Project Delivery Support*	\$0.28M	\$0.1M	\$0.17M	\$0.34M
<b>TOTAL</b>	<b>\$5.8M</b>	<b>\$2.1M</b>	<b>\$3.5M</b>	<b>\$6.9M</b>

\*Project support is assumed at \$900,000 for the completion of Phase 4.

Discussion of the capital project delivery and funding strategy will be a focus of the workshop.

**RECOMMENDATION**

It is recommended that the Board of Directors:

1. Provide direction to the recommended Phase 4 Capital Improvement Program and funding strategy;
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager