

**AGENDA**  
**SAN ELIJO JOINT POWERS AUTHORITY**  
**MONDAY, SEPTEMBER 10, 2018 AT 8:30 AM**  
**SAN ELIJO WATER RECLAMATION FACILITY – CONFERENCE 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 (NON-ACTION ITEM)
5. PRESENTATION OF AWARDS  

None
6. \* **CONSENT CALENDAR**
7. \* APPROVAL OF MINUTES FOR AUGUST 20, 2018 MEETING
8. \* APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS
9. \* SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS – MONTHLY REPORT
10. \* SAN ELIJO JOINT POWERS AUTHORITY RECYCLED WATER PROGRAM – MONTHLY REPORT
11. \* AWARD PROFESSIONAL SERVICE AGREEMENT WITH WATER SYSTEMS CONSULTING, INC. FOR COMMUNICATIONS AND OUTREACH SUPPORT
12. \* SAN ELIJO JOINT POWERS AUTHORITY CONFLICT OF INTEREST CODE UPDATE ON APPENDIX A BY RESOLUTION 2019-02
13. \* 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

### 14. CLASSIFICATION AND COMPENSATION STUDY

1. Provide guidance to the General Manager for the completion of a Classification and Compensation Study; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

### 15. 2018 SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) UPGRADE PROJECT

1. Authorize the General Manager to execute a contract in the amount of \$560,000 with Tesco Controls, Inc., for the SCADA Upgrade Project;
2. Authorize the General Manager to amend the professional services agreement with Carollo Engineers, Inc., for Construction Management during project construction for an amount of \$42,000; and
3. Discuss and take action as appropriate.

Staff Reference: General Manager

### 16. PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING AND ENVIRONMENTAL SERVICES FOR DEVELOPING BIKE/PEDESTRIAN PATH

1. Authorize the General Manager to execute a professional service agreement with Kimley-Horn and Associates, Inc. for an amount not to exceed \$450,000; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

### 17. CAPITAL IMPROVEMENT PROGRAM UPDATE

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

Staff Reference: General Manager

### 18. GENERAL MANAGER'S REPORT

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

19. GENERAL COUNSEL'S REPORT

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

20. 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.

21. 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

22. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Monday, October 8, 2018 at 8:30 a.m.

NOTICE:

The San Elijo Joint Powers Authority's open and public meetings meet 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 held on the second Monday of the month, except August.

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 in the following locations:

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: September 5, 2018



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

SAN ELIJO JOINT POWERS AUTHORITY  
MINUTES OF THE REGULAR BOARD MEETING  
HELD ON AUGUST 20, 2018  
AT THE  
SAN ELIJO WATER RECLAMATION FACILITY

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Tasha Boerner Horvath, Chair

David Zito, Vice Chair

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A regular meeting of the Board of Directors of the San Elijo Joint Powers Authority (SEJPA) was held Monday, August 20, 2018, at 8:30 a.m., at the San Elijo Water Reclamation Facility at 2695 Manchester Avenue, Cardiff by the Sea, California.

1. CALL TO ORDER

Chair Boerner Horvath called the meeting to order at 8:32 a.m.

2. ROLL CALL

*Directors Present:*

Tasha Boerner Horvath  
David Zito  
Joe Mosca  
Peter Zahn

*Directors Absent:*

None

*Others Present:*

General Manager	Michael Thornton
Director of Operations	Chris Trees
Director of Finance & Administration	Paul Kinkel
Associate Engineer	Mike Konicke
Accounting Technician	Carrie Cook
Administrative Assistant/Board Clerk	Jennifer Basco
Wastewater Treatment Operator II	Scott Best
Wastewater Treatment Operator-In-Training	Frankie Abeyta

*SEJPA Counsel:*

Procopio, Cory, Hargreaves & Savitch	Tracie Stender
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*City of Solana Beach:*

City Manager	Greg Wade
Director of Engineering/Public Works	Mohammad "Mo" Sammak

City of Encinitas, Public Works Mgt. Analyst	Bill Wilson
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City of Encinitas, Resident	Bill Steiner
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Encinitas Ranch Community Association	Dick Stern
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*Highmark Capital Management*

Christiane Tsuda

*Kennedy/Jenks Consultants*

Pat Huston

*Public Agency Retirement Services*

Rachael Sanders

3. PLEDGE OF ALLEGIANCE

Chair Boerner Horvath led the Pledge of Allegiance.

4. ORAL COMMUNICATIONS

None

5. PRESENTATION OF AWARDS

The General Manager presented the following award to the Board of Directors and recognized several employees for their achievements.

- 2018 Outstanding Membrane Plant Award from Southwest Membrane Operators Association
- Frankie Abeyta, Wastewater Treatment Operator-in-Training – AA Degree in Wastewater Treatment Operations
- Scott Best, Wastewater Treatment Operator II – AA Degrees in Wastewater Treatment Operations, Wastewater Collection Systems, Water Distribution Systems Operations, Water Treatment Plant Operator, and Backflow and Cross Connection Control
- Paul Kinkel, 5 Years of Service

6. CONSENT CALENDAR

Moved by Board Member Zito and seconded by Board Member Zahn to approve the Consent Calendar.

Agenda Item No. 7	Approval of Minutes for the June 11, 2018 Meeting
Agenda Item No. 9	San Elijo Water Reclamation Facility Treated Effluent Flows – Monthly Report
Agenda Item No. 10	San Elijo Joint Powers Authority Recycled Water Program – Monthly Report
Agenda Item No. 11	2018 Supervisory Control and Data Acquisition (SCADA) Upgrade Project

Motion carried with the following vote of approval:

AYES: Boerner Horvath, Zito, Mosca, Zahn  
NOES: None  
ABSENT: None  
ABSTAIN: None

Agenda Item No. 8 Approval for Payment of Warrants and Monthly Investment Report

Motion carried with the following vote of approval:

AYES: Boerner Horvath, Zito, Zahn  
NOES: None  
ABSENT: None  
ABSTAIN: Mosca

12. ITEMS REMOVED FROM CONSENT CALENDAR

None

13. PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST PROGRAM TO PRE-FUND PENSION OBLIGATIONS AND OTHER POST-EMPLOYMENT BENEFITS (OPEB) OBLIGATIONS

Paul Kinkel, Director of Finance and Administration, stated that at the June 2018 Board meeting, staff provided information on the IRS Section 115 trust (Trust). The Trust is an irrevocable locally controlled trust that is dedicated to either pension expense or OPEB expense. The Trust provides investment flexibility, control over the contribution rate from the Trust to UAL, and easier access to investment performance. Mr. Kinkel introduced Rachael Sanders from Public Agency Retirement Services, who briefly explained the benefits and costs of creating and maintaining a Trust. Next, Christiane Tsuda from Highmark Capital Management presented the various investment options available in the Trust. Mr. Kinkel stated that funding an irrevocable trust would provide restricted funds that may be used at the Board's discretion to smooth the pension expense that can fluctuate due to changes in investment market conditions and CalPERS policies, in addition to making additional contributions to reduce the UAL.

Moved by Vice Chair Zito and seconded by Chair Boerner Horvath to:

1. Adopt Resolution No. 2019-01, Resolution of the Governing Board of Directors of the San Elijo Joint Powers Authority Approving the Adoption of the Public Agencies Post-Employment Benefits Trust Administered by Public Agency Retirement Services (PARS).

Motion carried with the following vote of approval:

AYES: Boerner Horvath, Zito, Mosca, Zahn  
NOES: None  
ABSENT: None  
ABSTAIN: None

14. AWARD CONSTRUCTION CONTRACT AND PROFESSIONAL SERVICES DURING CONSTRUCTION FOR THE ENCINITAS RANCH RECYCLED WATER EXPANSION PROJECT

The General Manager gave a brief background of the Encinitas Ranch Recycled Water Expansion project. The project includes approximately 7,000 linear feet of new pipeline and a small booster pump station. This project will service agricultural, HOA green belts and open space, and city trails. It is anticipated to offset approximately 45 acre-feet per year, or roughly 14.6 million gallons annually, of potable water consumption. The Requeza Street work is subject to the commitment of the HOA's to convert to recycled water. Five construction bids were received and reviewed by the engineer of record, Dudek. Based on the review of the lowest base bid, staff recommended award of the project to Burtech Pipeline. In addition, staff issued a Request for Bids for pre-purchasing the package equipment system for the booster pump station; staff recommended award of the equipment to Hidden Valley Pump. Mr. Thornton then stated that the project will require support from the engineer of record, Dudek, during construction and additional inspection services from Black & Veatch.

The SEJPA has adequate funding in its capital program for the project using funds available from the 2017 Clean Water Bond. The project will receive \$150,000 in infrastructure cost sharing from the end users. Also, upon successful completion of the project, grant funding of \$525,000 will be received from the California Proposition 84, Integrated Regional Water Management grant program.

Moved by Board Member Mosca and seconded by Chair Boerner Horvath to:

1. Authorize the General Manager to award the base bid construction contract to Burtech Pipeline for an amount of \$1,225,000;
2. Authorize the General Manager to award the Schedule B Optional bid for an amount up to \$343,000 subject to the General Manager's discretion after discussion with HOA;
3. Authorize the General Manager to award the Pumping System equipment to Hidden Valley Pump for an amount of \$73,000;
4. Authorize the General Manager to amend the professional services agreement with Dudek for engineering services during construction for an amount of \$55,520;
5. Authorize the General Manager to amend the professional services agreement with Black and Veatch to increase project inspection for an amount of \$41,393; and
6. Authorize the General Manager to enter into agreement with the Encinitas Ranch Community Association and San Dieguito Water District for recycled water service and infrastructure cost sharing.

Motion carried with the following vote of approval:

AYES: Boerner Horvath, Zito, Mosca, Zahn  
NOES: None  
ABSENT: None  
ABSTAIN: None

15. PROGRESS UPDATE – ALTERNATIVE DELIVERY FOR THE BUILDING AND SITE IMPROVEMENT PROJECT

General Manager Thornton stated that at the June 2018 Board meeting, staff was authorized to develop the Building and Site Improvements project using the Guaranteed Maximum Price (GMP) Construction Management at Risk (CMAR) delivery method. SEJPA is currently seeking qualifications from construction firms that are experienced with the type of work proposed and the CMAR delivery method. Mr. Thornton discussed the advantages as well as disadvantages of the CMAR delivery method. The request for qualifications is the first step in a two-step procurement process. Final selection criteria will be based on best value provided to SEJPA and will include qualifications, experience and method of approach in addition to price and other non-price related criteria. SEJPA is also considering utilizing a lease-purchase financing approach for the project pursuant to Government Code section 6584, et seq., which would provide value added flexibility and efficiencies to the project.

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

16. GENERAL MANAGER'S REPORT

General Manager Thornton informed the Board of Directors that under the new NPDES permit issued in June, the SEJPA must comply with additional requirements including a plume tracking study. Staff contacted other agencies and proposed collaboration on this new task. Mr. Thornton stated that under the SEJPA's biosolids program, an outside laboratory that performs services for the SEJPA, diluted a sample, which subsequently raised our detection levels and caused the Environmental Protection Agency to issue a letter of warning. Staff has contacted the outside laboratory to determine the reasoning behind the action. The General Manager informed the Board Members that the recycled water system continues to get intermittent low levels of coliform. Staff is actively working with outside consultants on this issue. The General Manager stated that the APCD issued Notices of Violation which state that several pump stations are being operated without authority from the Air Pollution Control Officer. Staff is in discussions with APCD management to obtain clarity. Finally, the General Manager informed the Board about an emergency repair of the digester gas pipeline at the San Elijo Water Reclamation Facility.

17. GENERAL COUNSEL'S REPORT

Tracie Stender stated that CalPERS staff will recommend that the Board reject the proposed decision on uniforms.



18. BOARD MEMBER COMMENTS

None

19. CLOSED SESSION

The Board of Directors adjourned to closed session at 9:51 a.m., pursuant to Government Code Section 54956.9(d)(2), Significant exposure to litigation; and 54956.9(d)(4), Initiation of litigation.

The Board of Directors came out of closed session at 10:10 a.m., with no reportable action.

20. ADJOURNMENT

The meeting adjourned at 10:11 a.m. The next Board of Directors meeting will be held on September 10, 2018 at 8:30 a.m.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

**SAN ELIJO JOINT POWERS AUTHORITY****PAYMENT OF WARRANTS****19-09****For the Month of August 2018**

<b>Warrant #</b>	<b>Vendor Name</b>	<b>G/L Account</b>	<b>Warrant Description</b>	<b>Amount</b>
36087	A-Check Global	Preemployment Screening	New employee verification	90.50
36088	Aflac	EE Deduction Benefits	Aflac - August	965.40
36089	Ag Tech, LLC	Services - Biosolids Hauling	Biosolids hauling - July	18,967.55
36090	APGN Inc.	Repair Parts Expense	Filter	814.12
36091	AT&T	Utilities - Telephone	Phone service - 07/13/18 - 08/12/18	393.19
36092	AT&T	Utilities - Telephone	Alarm service - August	400.68
36093	Atlas Pumping Service Inc.	Services - Grease & Scum	Grease and scum pumping, roll-off, special service	2,258.76
36094	Banner Day, Inc.	Service - Fire Control	Brush clearing and fire abatement	4,400.00
36095	Brenntag Pacific, Inc.	Supplies - Chemicals	Sodium hydroxide	1,140.33
36096	Brithinee Electric	Repair Parts Expense	SEW Eurodrive	1,243.38
36097	Coast Waste Management, Inc.	Services - Grit & Screenings	Roll-off and service charge 07/01/18 - 07/29/18	1,234.32
36098	Comoso	Supplies - Shop & Field	Hydraulic oil	137.06
36099	Corodata	Rent	Record storage - July	99.15
36100	County of San Diego	Fees - Permits	Facility permit	2,500.00
36101	CWEA Membership	Dues & Memberships	Membership	188.00
36102	DMV	Services - Other	Safety records - 07/01/18 - 07/31/18	2.00
36103	Dudek & Associates	Services - Professional	ESDC - Preliminary treatment upgrades	3,311.10
36104	Duperon Corporation	Equipment Rental/Lease	Washer compactor	4,310.00
36105	E & M Electric & Machinery, Inc.	Training	Training class	2,500.00
36106	Encina Wastewater Authority	Service - EWA Support	Resource sharing - HR and safety	1,722.18
36107	Evantec Lab Supply	Supplies - Lab	Laboratory supplies	611.49
36108	Fisher Scientific	Supplies - Chemicals	Sodium dodecylbenzenesulfonate	300.23
36109	Forte of San Diego	Services - Janitorial	September service and supplies	1,261.49
36110	Government Finance Officers Assoc.	Dues & Memberships	Membership	160.00
36111	Gierlich Mitchell, Inc.	Capital Outlay	Flight system - Secondary clarifier tank	20,987.62
36112	Global Power Group Inc.	Services - Maintenance	Generator, cable, and pigtail rental	1,034.55
36113	Golden State Overnight	Postage/Shipping	Lab samples	34.17
36114	GTT Communications	Utilities - Internet	T-1 service	223.71
36115	Hach Company	Repair Parts Expense	LCD display kit, digital sensor connector	719.34
36116	Harbor Freight Tools	Shop Tools and Equip.	Pallet jack	274.10
36117	Kennedy/Jenks Consultants	Services - Engineering	CMAR - Owner representative	3,022.00
36118	Casey Larsen	Subsistence - Travel/Rm & Bd	Headwork control panel testing; software training	470.67
36119	The Lawton Group	Services - Intern Program	Weeks worked - 07/24/18 - 08/03/18	1,017.50
36120	McCrometer, Inc.	Repair Parts Expense	Digital meter head	2,323.56
36121	McMaster-Carr Supply Co.	Repair Parts Expense	Wire gauge, gaskets, pipe fittings, plumbing parts	1,287.89
36122	Miramar Bobcat, Inc.	Services - Maintenance	Hydraulic tank flush	543.50
36123	Olin Corp - Chlor Alkali	Supplies - Chem - Sodium Hypo	Sodium hypochlorite	3,467.04
36124	Olivenhain Municipal Water District	Services - Maintenance	Wiegand Reservoir / Zona Gale	2,726.72
36125	Olivenhain Municipal Water District	Rent	Pipeline rental payment - July	14,004.00
36126	Olivenhain Municipal Water District	Services - Professional	RMC grant admin costs	1,201.18
36127	OneSource Distributors, Inc.	Repair Parts Expense	PVC coated conduit body cover	129.20
36128	Pacific Green Landscape	Services - Landscape	August	2,625.00
36129	Pacific Safety Center	Dues & Memberships	Renewal - 11/01/18 - 10/31/18	145.00
36130	Ponton Industries, Inc.	Repair Parts Expense	Pump	661.16
36131	Preferred Benefit Insurance	Dental/Vision	Vision - August	315.60
36132	ProBuild Company, LLC	Supplies - Shop & Field	Repair parts, tools and supplies	244.10
36133	Procopio Cory Hargreaves	Services - Legal	General; Labor & Employment - July	13,522.50
36134	Pumping Solutions, Inc.	Repair Parts Expense	Air operated diaphragm pump	1,492.72
36135	Red Truck Fire & Safety Co.	Training - Safety	Fire extinguisher training class	314.85
36136	Roesling Nakamura Terada Architects	Services - Professional	Building improvements - 06/01/18 - 06/30/18	2,081.00
36137	Rohan & Sons, Inc.	Services - Maintenance	Air conditioning unit in admin trailer	321.19
36138	Rusty Wallis, Inc.	Services - Maintenance	Water softener, carbon tank, and salt	143.79
36139	San Diego Union Tribune	Advertising	Public notice - Inviting bids	1,467.34
36140	Santa Fe Irrigation District	Utilities - Water	Recycled water	1,554.37
36141	Santa Fe Irrigation District	SFID Distribution Pipeline	Pipeline purchase payment - July	1,764.00
36142	San Dieguito Water District	Utilities - Water	Recycled water	779.03
36143	San Dieguito Water District	Utilities - Water	Recycled water	1,805.55
36144	Smart & Final	Supplies - Office	Kitchen supplies	148.70
36145	Southern California Fleet Service	Vehicle Maintenance	Air compressor	445.01
36146	Southwest Valve & Equipment	Repair Parts Expense	Cast iron pedestal	1,135.69
36147	Terminix Processing Center	Services - Maintenance	Pest control	48.00

**SAN ELIJO JOINT POWERS AUTHORITY****PAYMENT OF WARRANTS****19-09****For the Month of August 2018**

<b>Warrant #</b>	<b>Vendor Name</b>	<b>G/L Account</b>	<b>Warrant Description</b>	<b>Amount</b>
36148	Test America	Services - Laboratory	Testing water samples	1,125.00
36149	Christopher A. Trees	Subsistence - Travel/Rm & Bd	WaterReuse symposium	240.96
36150	Unifirst Corporation	Services - Uniforms	Uniforms	114.76
36151	UPS	Postage/Shipping	Service charge	2.32
36152	Valley Chain & Gear, Inc.	Repair Parts Expense	Gear motor	947.74
36153	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	7,156.53
36154	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	3,467.53
36155	Verizon Wireless	Utilities - Telephone	Cell phone service - 07/08/18 - 08/07/18	764.62
36156	VWR International, Inc.	Supplies - Lab	Laboratory supplies	559.69
36157	Woodard & Curran	Services - Professional	Stormwater opportunities study	6,017.28
36158	WageWorks	Payroll Processing Fees	Admin and compliance fee	118.25
36159	WorkPartners Occupational	Services - Medical	New employee	190.00
On-line 104	Board of Equalization	Accrued Sales Tax Payable	2nd Qtr 2018	547.00
On-line 105	BankCard Center	Various	IT, repair parts, and meetings	1,235.63
On-line 106	Chevron & Texaco Business Card	Fuel	July and August	543.43
On-line 107	Public Employees - Retirement	Retirement Plan - PERS	Retirement - 07/28/18 - 08/10/18	13,162.48
On-line 108	Sun Life Financial	Life Insurance/Disability	Life and disability insurance - September	1,694.27
	San Elijo Payroll Account	Payroll	Payroll - 08/17/2018	68,965.33
				<u>\$ 240,345.10</u>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

**For the Month of August 2018  
As of August 29, 2018**

PAYMENT OF WARRANTS		\$ 240,345.10
Reference Number	19-09	

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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Paul F. Kinkel  
Director of Finance & Administration

STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS  
AND INVESTMENT INFORMATION  
As of August 29, 2018

FUNDS ON DEPOSIT WITH	AMOUNT
<b>LOCAL AGENCY INVESTMENT FUND</b>	
<i>(JULY 2018 YIELD 1.944%)</i>	
RESTRICTED SRF RESERVE	\$ 630,000.00
UNRESTRICTED DEPOSITS	\$ 8,153,739.79
<b>CALIFORNIA BANK AND TRUST</b>	
<i>(JULY 2018 YIELD 0.01%)</i>	
REGULAR CHECKING	\$ 282,347.58
PAYROLL CHECKING	\$ 5,000.00
<b>UNION BANK - TRUSTEE (BOND FUNDS)</b>	
BLACKROCK	\$ 1,303,189.55
<i>(JULY 2018 YIELD 1.79%)</i>	
LAIF	\$ 17,856,916.71
<i>(JULY 2018 YIELD 1.944%)</i>	
<b>TOTAL RESOURCES</b>	<b>\$ 28,231,193.63</b>

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

September 10, 2018

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS  
– MONTHLY REPORT

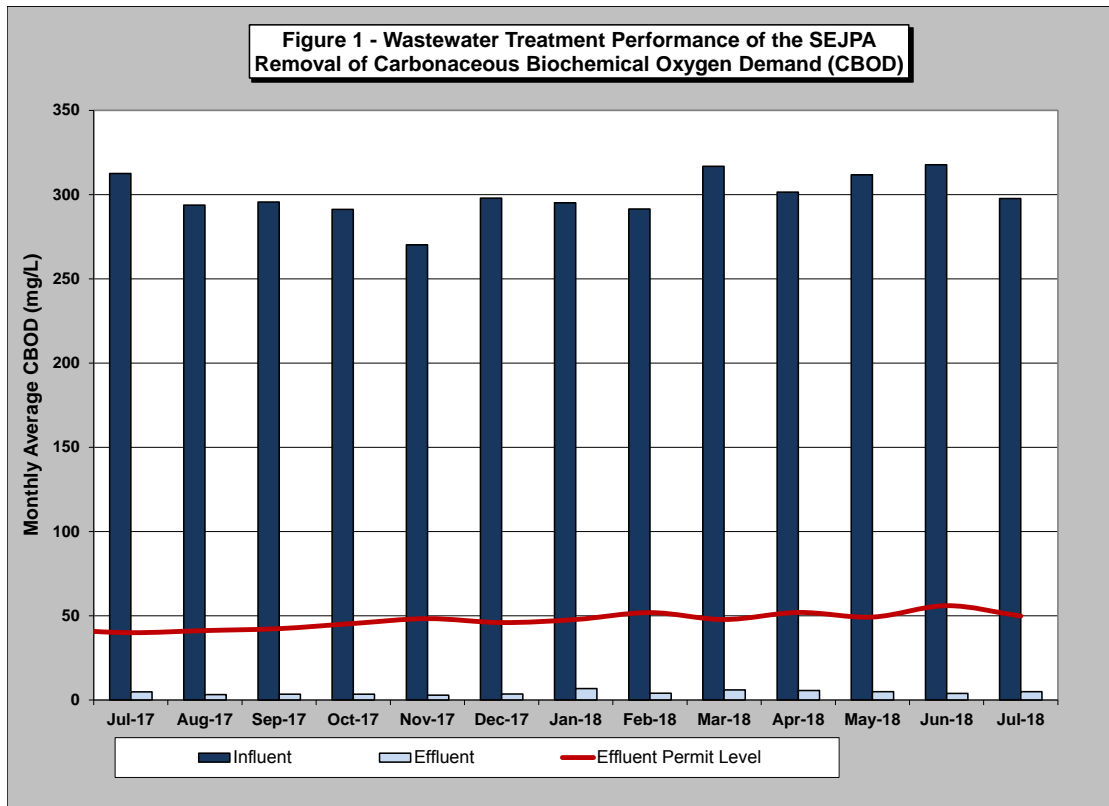
RECOMMENDATION

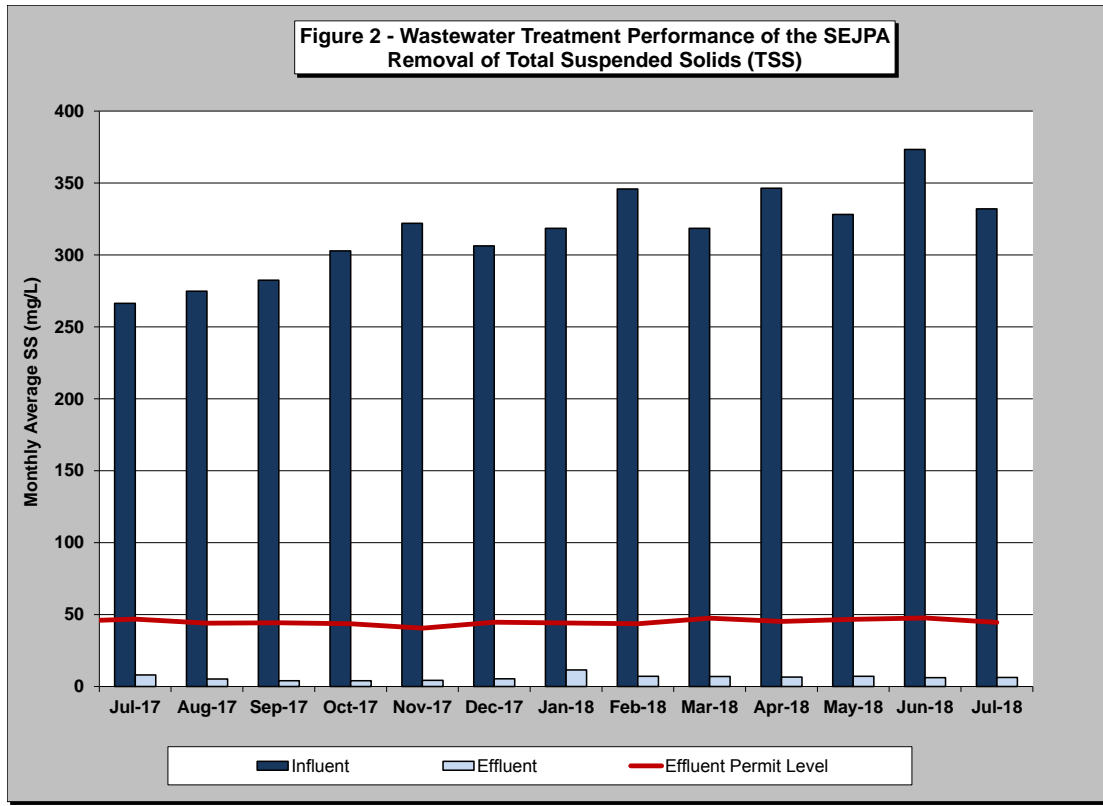
No action required. This memorandum is submitted for information only.

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 July 2018. 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 98.4 and 98.1 percent removal, respectively, (as shown in Figure 1 and Figure 2).





**Member Agency Flows**

Presented below are the influent and effluent flows for the month of July. Average daily influent flows were recorded for each Member Agency. Total effluent flow was calculated for the San Elijo Water Reclamation Facility. The SEJPA commenced wastewater treatment services for the City of Del Mar on March 29, 2018.

	July	
	<u>Influent (mgd)</u>	<u>Effluent (mgd)*</u>
Cardiff Sanitary Division	1.193	0.619
City of Solana Beach	0.933	0.484
Rancho Santa Fe SID	0.118	0.061
City of Del Mar	0.537	0.278
<b>Total San Elijo WRF Flow</b>	<b>2.781</b>	<b>1.442</b>

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

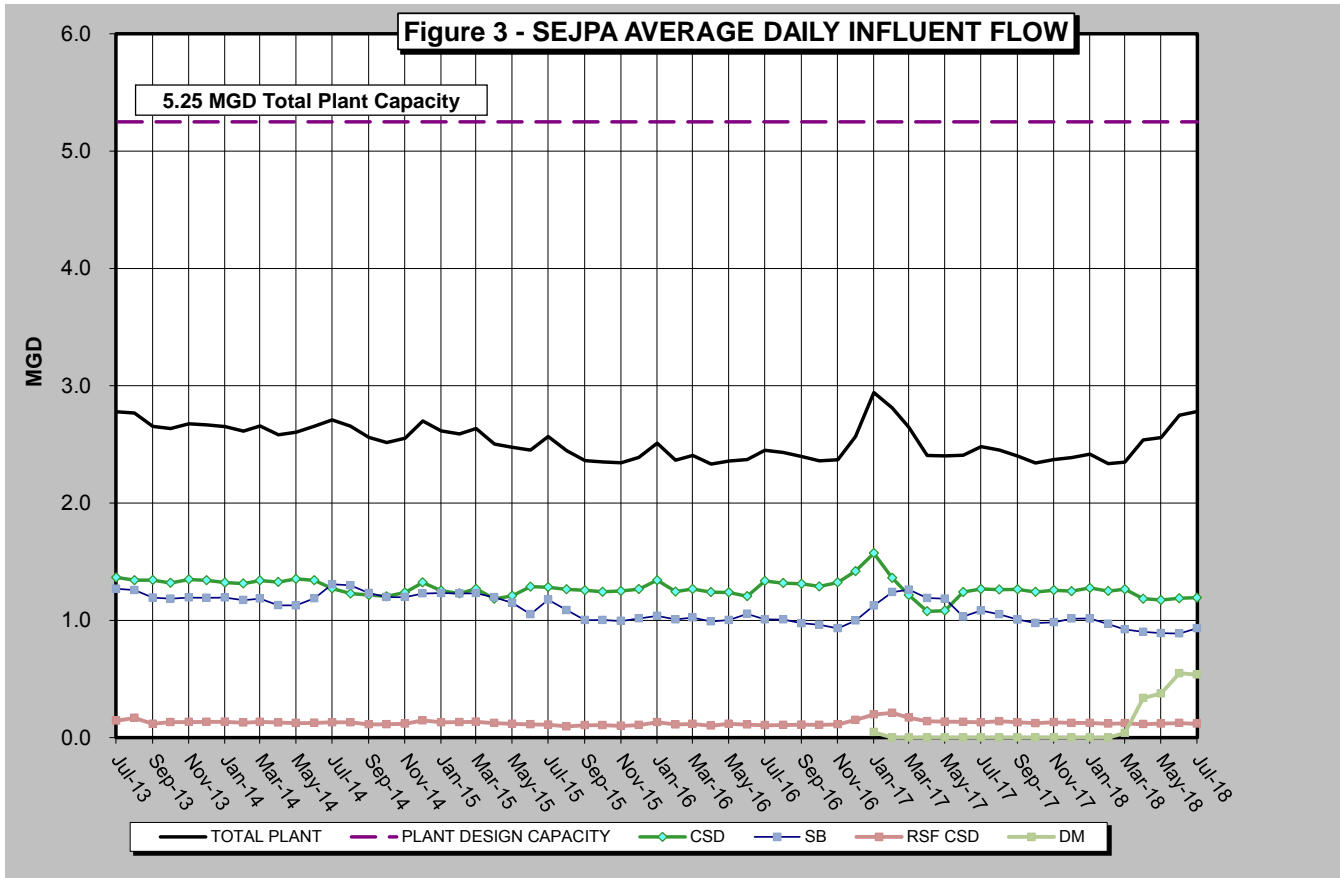
Table 1 (below) presents the historical average, maximum, and unit influent and effluent flow rates per month for each of the Member Agencies during the past 5 years. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time period.

TABLE 1 - SAN ELIJO WATER RECLAMATION FACILITY MONTHLY REPORT - FLOWS AND EDUS

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)					AVERAGE DAILY EFFLUENT FLOW RATE (MGD)					CONNECTED EDUS					AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)							
	CSD	RSF	CSD	SB	DM	TOTAL PLANT	CSD	RSF	CSD	SB	DM	TOTAL PLANT	CSD EDUS	RSF EDUS	CSD EDUS	SB EDUS	DM EDUS	TOTAL EDUS	CSD	RSF	SB	DM	TOTAL PLANT
May-13	1.339	0.126	1.185			2.650	0.376	0.036	0.333			0.745	8,304	493	7,728			16,525	161	256	153		160
Jun-13	1.341	0.126	1.190			2.657	0.269	0.025	0.239			0.533	8,307	493	7,728			16,528	161	256	154		161
Jul-13	1.366	0.144	1.269			2.779	0.482	0.050	0.448			0.980	8,309	493	7,728			16,530	164	292	164		168
Aug-13	1.342	0.168	1.258			2.768	0.380	0.048	0.356			0.784	8,311	494	7,728			16,533	161	340	163		167
Sep-13	1.343	0.117	1.193			2.653	0.403	0.036	0.358			0.797	8,311	494	7,728			16,533	162	237	154		160
Oct-13	1.319	0.132	1.184			2.635	0.629	0.063	0.565			1.257	8,314	494	7,728			16,536	159	267	153		159
Nov-13	1.348	0.133	1.194			2.675	0.932	0.092	0.826			1.850	8,315	494	7,728			16,537	162	270	155		162
Dec-13	1.341	0.134	1.191			2.666	1.030	0.103	0.915			2.048	8,316	494	7,728			16,538	161	272	154		161
Jan-14	1.322	0.135	1.194			2.651	0.851	0.087	0.768			1.706	8,318	495	7,728			16,541	159	273	155		160
Feb-14	1.314	0.127	1.172			2.613	0.954	0.093	0.851			1.898	8,323	495	7,728			16,546	158	257	152		158
Mar-14	1.339	0.134	1.185			2.658	0.858	0.086	0.760			1.704	8,324	496	7,728			16,548	161	270	153		161
Apr-14	1.326	0.128	1.128			2.582	0.449	0.043	0.382			0.874	8,328	498	7,728			16,554	159	257	146		156
May-14	1.353	0.124	1.127			2.604	0.159	0.015	0.132			0.306	8,333	498	7,728			16,559	162	249	146		157
Jun-14	1.341	0.126	1.188			2.655	0.207	0.020	0.183			0.410	8,333	498	7,728			16,559	161	253	154		160
Jul-14	1.271	0.130	1.307			2.708	0.232	0.024	0.239			0.495	8,338	499	7,728			16,565	152	261	169		163
Aug-14	1.228	0.130	1.298			2.656	0.227	0.024	0.239			0.490	8,345	500	7,728			16,573	147	260	168		160
Sep-14	1.215	0.113	1.232			2.560	0.211	0.019	0.214			0.444	8,351	500	7,728			16,579	145	226	159		154
Oct-14	1.204	0.114	1.198			2.516	0.394	0.038	0.392			0.824	8,353	500	7,728			16,581	144	228	155		152
Nov-14	1.237	0.118	1.198			2.553	0.667	0.063	0.646			1.376	8,354	502	7,728			16,584	148	235	155		154
Dec-14	1.323	0.147	1.229			2.699	1.163	0.129	1.081			2.373	8,355	502	7,728			16,585	158	293	159		163
Jan-15	1.253	0.130	1.232			2.615	0.984	0.102	0.967			2.053	8,359	503	7,977			16,838	150	259	154		155
Feb-15	1.229	0.132	1.228			2.589	0.757	0.081	0.757			1.595	8,361	504	7,977			16,841	147	262	154		154
Mar-15	1.269	0.135	1.231			2.635	0.583	0.062	0.566			1.211	8,365	504	7,977			16,846	152	268	154		156
Apr-15	1.183	0.124	1.196			2.503	0.350	0.036	0.354			0.740	8,366	504	7,977			16,847	141	246	150		149
May-15	1.209	0.117	1.149			2.475	0.545	0.053	0.518			1.116	8,367	505	7,977			16,848	144	232	144		147
Jun-15	1.287	0.113	1.052			2.452	0.362	0.032	0.296			0.690	8,369	506	7,977			16,852	154	224	132		146
Jul-15	1.282	0.110	1.176			2.568	0.392	0.034	0.359			0.785	8,370	510	8,003			16,883	153	216	147		152
Aug-15	1.264	0.095	1.087			2.446	0.315	0.023	0.271			0.609	8,371	510	8,003			16,884	151	186	136		145
Sep-15	1.256	0.105	1.001			2.362	0.457	0.038	0.364			0.859	8,372	511	8,003			16,885	150	206	125		140
Oct-15	1.243	0.106	1.002			2.351	0.681	0.058	0.549			1.288	8,373	511	8,003			16,886	148	208	125		139
Nov-15	1.250	0.100	0.994			2.344	0.792	0.063	0.630			1.485	8,376	511	8,003			16,889	149	196	124		139
Dec-15	1.266	0.107	1.016			2.389	0.971	0.082	0.780			1.833	8,377	511	8,003			16,891	151	210	127		141
Jan-16	1.342	0.131	1.037			2.510	1.189	0.116	0.918			2.223	8,380	511	8,003			16,894	160	257	130		149
Feb-16	1.245	0.112	1.008			2.365	0.780	0.070	0.631			1.481	8,383	512	8,003			16,897	149	219	126		140
Mar-16	1.267	0.116	1.023			2.406	0.763	0.070	0.616			1.449	8,388	512	8,003			16,903	151	227	128		142
Apr-16	1.240	0.102	0.990			2.332	0.675	0.055	0.539			1.269	8,389	512	8,003			16,904	148	199	124		138
May-16	1.238	0.117	1.002			2.357	0.505	0.048	0.409			0.962	8,389	512	8,003			16,904	148	229	125		139
Jun-16	1.205	0.111	1.055			2.371	0.362	0.033	0.317			0.712	8,390	514	8,003			16,907	144	216	132		140
Jul-16	1.336	0.105	1.008			2.449	0.586	0.046	0.442			1.074	8,392	514	8,020			16,926	159	204	126		145
Aug-16	1.317	0.107	1.007			2.431	0.647	0.053	0.495			1.195	8,393	516	8,020			16,929	157	207	126		144
Sep-16	1.311	0.110	0.975			2.396	0.601	0.050	0.447			1.098	8,394	516	8,020			16,930	156	213	122		142
Oct-16	1.289	0.108	0.962			2.359	0.521	0.043	0.389			0.953	8,397	517	8,020			16,933	154	209	120		139
Nov-16	1.323	0.113	0.932			2.368	0.730	0.062	0.514			1.306	8,403	517	8,020			16,940	157	219	116		140
Dec-16	1.419	0.150	0.998			2.567	1.179	0.125	0.829			2.133	8,406	549	8,020			16,975	169	273	124		151
Jan-17	1.572	0.197	1.125	0.047		2.941	1.489	0.186	1.066	0.045		2.786	8,409	549	8,020	1,716		18,694	187	359	140	142	157
Feb-17	1.361	0.211	1.240	0.000		2.812	1.236	0.192	1.126	0.000		2.554	8,409	549	8,020	1,716		18,694	162	384	155	0	166
Mar-17	1.215	0.170	1.261	0.000		2.646	0.856	0.120	0.889	0.000		1.865	8,413	550	8,020	1,716		18,698	144	309	157	0	156
Apr-17	1.077	0.139	1.190	0.000		2.406	0.841	0.108	0.929	0.000		1.878	8,414	551	8,020	1,716		18,700	128	252	148	0	142
May-17	1.082	0.136	1.184	0.000		2.402	0.842	0.106	0.922	0.000		1.870	8,416	551	8,049	1,716		18,732	129	247	147	0	141
Jun-17	1.241	0.134	1.032	0.000		2.407	0.980	0.106	0.815	0.000		1.901	8,420	551	8,049	1,716		18,737	147	243	128	0	141
Jul-17	1.267	0.130	1.083	0.000		2.480	0.802	0.082	0.685	0.000		1.569	8,421	551	8,061	1,716		18,749	150	236	134	0	146
Aug-17	1.262	0.139	1.051	0.000		2.452	0.852	0.094	0.709	0.000		1.655	8,423	553	8,061	1,716		18,753	150	251	130	0	144
Sep-17	1.264	0.130	1.006	0.000		2.400	0.866	0.089	0.689	0.000		1.644	8,427	555	8,061	1,716		18,759	150	234	125	0	141
Oct-17	1.242	0.123	0.977	0.000		2.342	0.543	0.053	0.427	0.000		1.023	8,431	555	8,061	1,716		18,763	147	222	121	0	137
Nov-17	1.257	0.131	0.983	0.000		2.371	0.661	0.069	0.517	0.000		1.247	8,431	554	8,061	1,716		18,762	149	237	122	0	139
Dec-17	1.248	0.125	1.014	0.000		2.387	0.693	0.070	0.563	0.000		1.326	8,431	554	8,061	1,716		18,762	148	226	126	0	140
Jan-18	1.276	0.125	1.015	0.000		2.416	0.886	0.087	0.705	0.000		1.678	8,435	555	8,061	1,716		18,767	151	225	126	0	142
Feb-18	1.249	0.118	0.968	0.000		2.335	0.601	0.056	0.466	0.000		1.123	8,441	555	8,061	1,716		18,773	148	213	120	0	137
Mar-18	1.265	0.122	0.922	0.039		2.348	0.857	0.083	0.625	0.026		1.591	8,451	555	8,061	1,716		18,782	150	220	114	273	125
Apr-18	1.184	0.115	0.901	0.337		2.537	0.627	0.061	0.477	0.179		1.344	8,451	559	8,061	1,716		18,786	140	206	112	196	135
May-18	1.173	0.119	0.890	0.376		2.558	0.566	0.05															



Figure 3 (below) presents the 5-year historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average treated flow by each agency. Also shown in Figure 3 is the total wastewater treatment capacity of the plant, 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.



City of Escondido Flows

The average and peak flow rate for the month of July 2018 from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below.

	<b>Flow (mgd)</b>
Escondido (Average flow rate)	6.55
Escondido (Peak flow rate)	17.7

Connected Equivalent Dwelling Units

The City of Solana Beach updated the connected EDUs number that is reported to the SEJPA in July 2018. The City of Encinitas and Rancho Santa Fe CSD report their connected EDUs every month. The City of Del Mar updated their connected EDUs in July 2018. The number of EDUs connected for each of the Member Agencies and lease agencies is as follows:

	<b>Connected (EDU)</b>
Cardiff Sanitary Division	8,478
Rancho Santa Fe SID	562
City of Solana Beach	7,747
San Diego (to Solana Beach)	337
City of Del Mar	2,611
<b>Total EDUs to System</b>	<b>19,733</b>

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

September 10, 2018

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION PROGRAM – MONTHLY REPORT

RECOMMENDATION

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

DISCUSSION

*Recycled Water Production*

For the month of July 2018, recycled water demand was 258.68 acre-feet (AF), which was met using 255.54 AF of recycled water and 1.14 AF of supplementation with potable water.

July was a record month for recycled water production and delivery, exceeding budget expectations by 47 AF or by more than 22 percent.

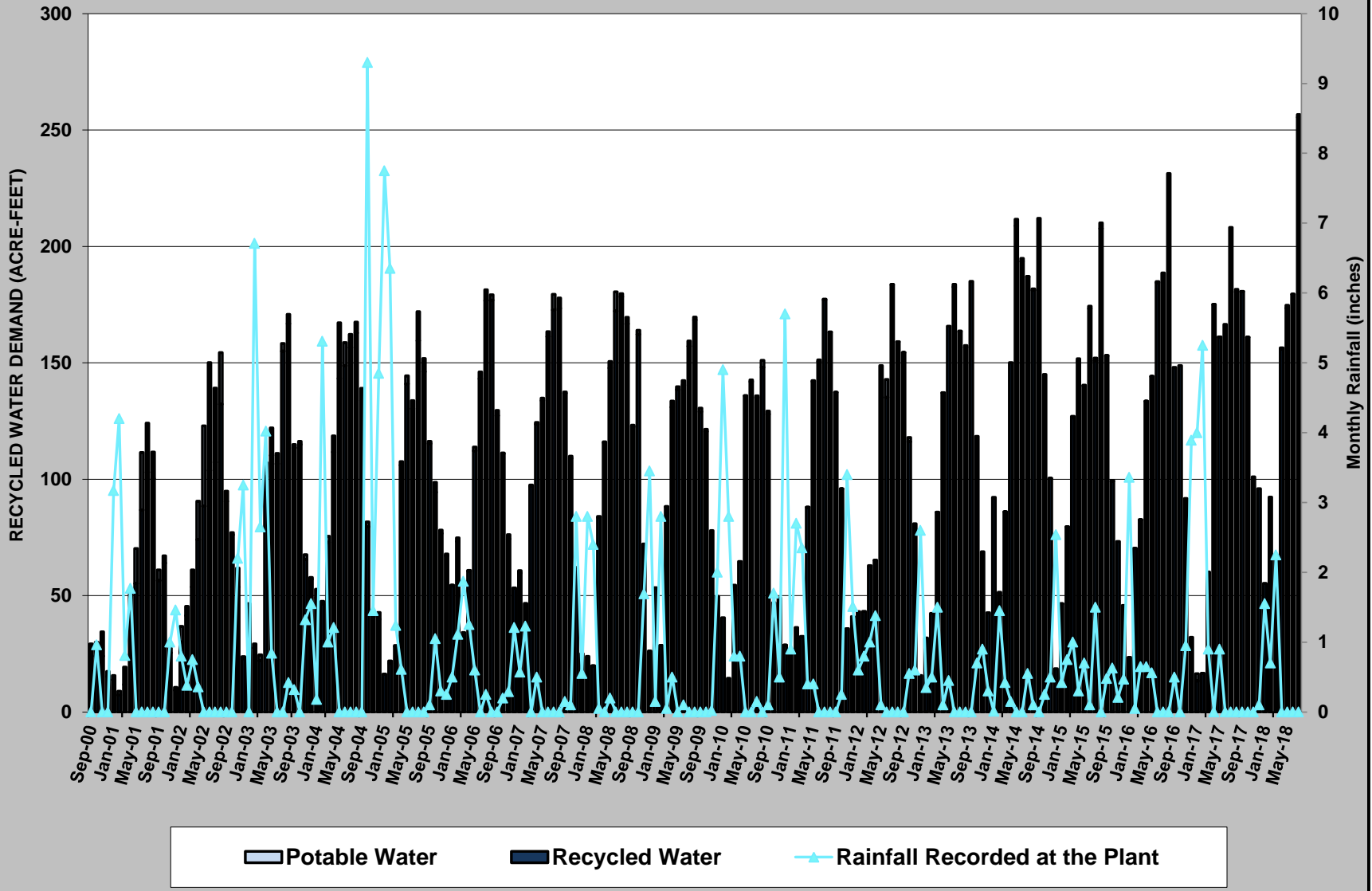
Figure 1 (attached) provides monthly demands for recycled water since deliveries began in September 2000. Figure 2 (attached) provides a graphical view of annual recycled water demand spanning the last 17 fiscal years. Figure 3 (attached) shows the monthly recycled water demand for each July since the program began. Figure 4 (attached) compares budget versus actual recycled water sales for FY 2018-19; showing sales are starting the year above budget.

Respectfully submitted,

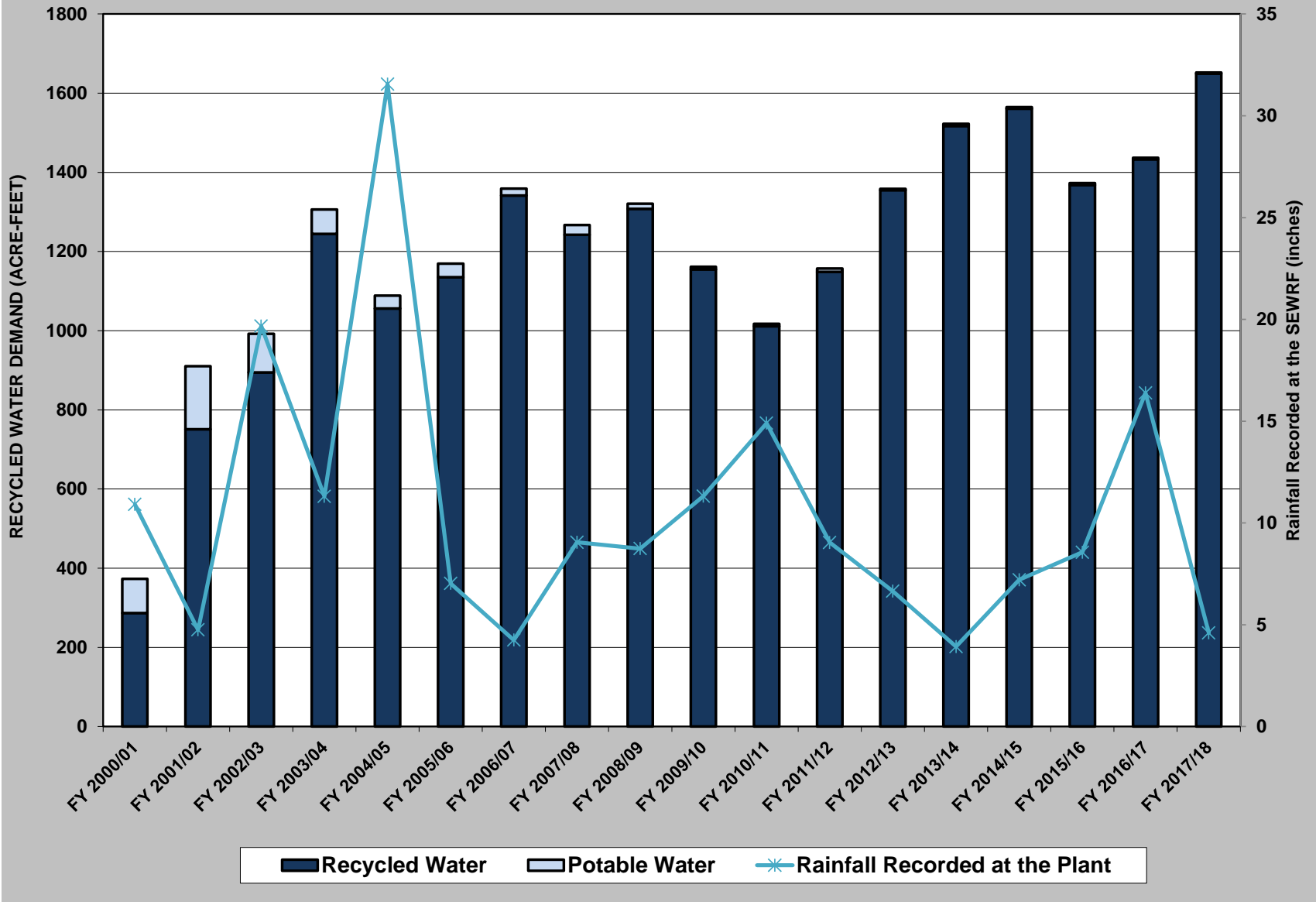


Michael T. Thornton, P.E.  
General Manager

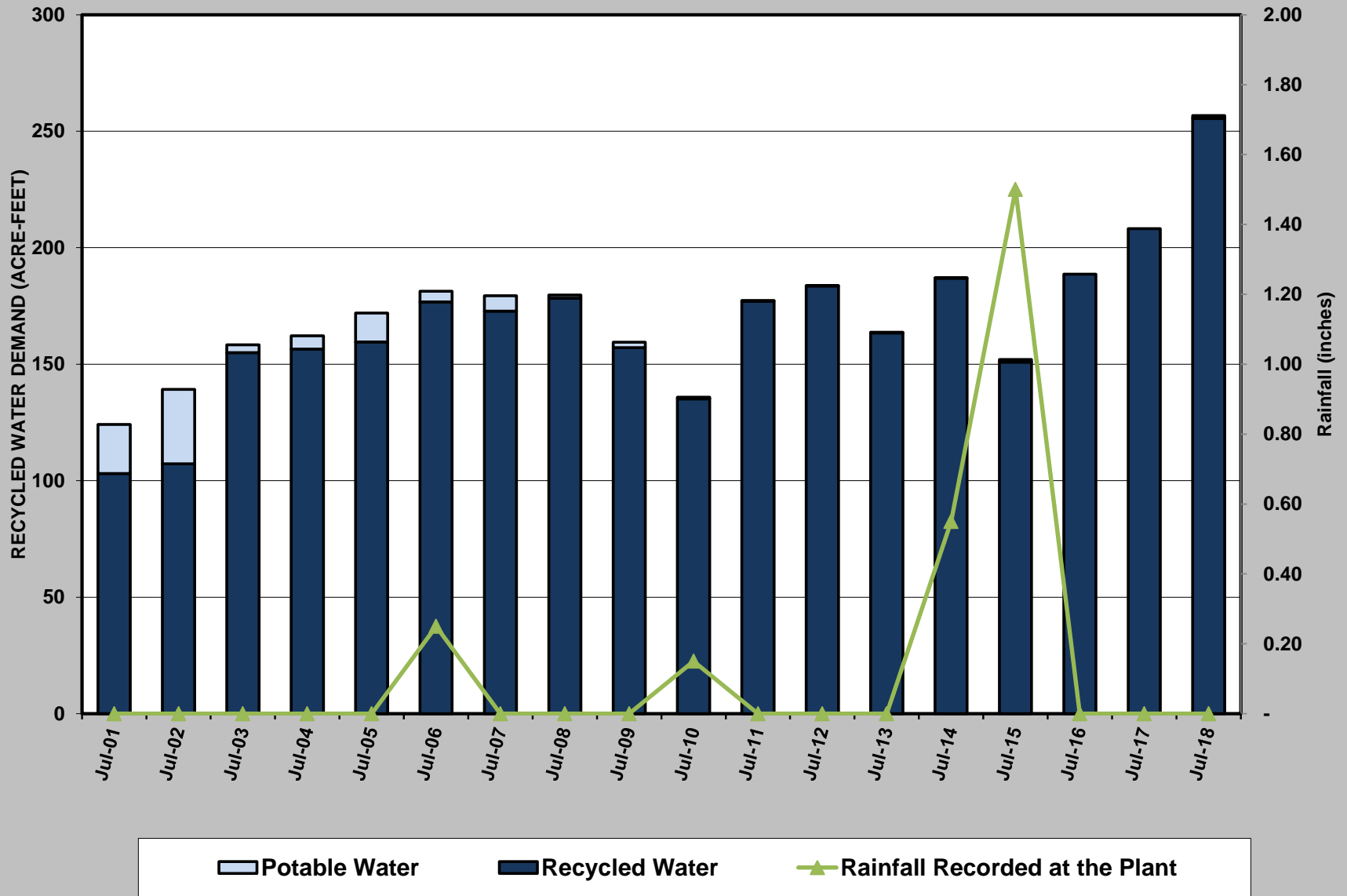
**Figure 1 - MONTHLY RECYCLED WATER DEMAND**



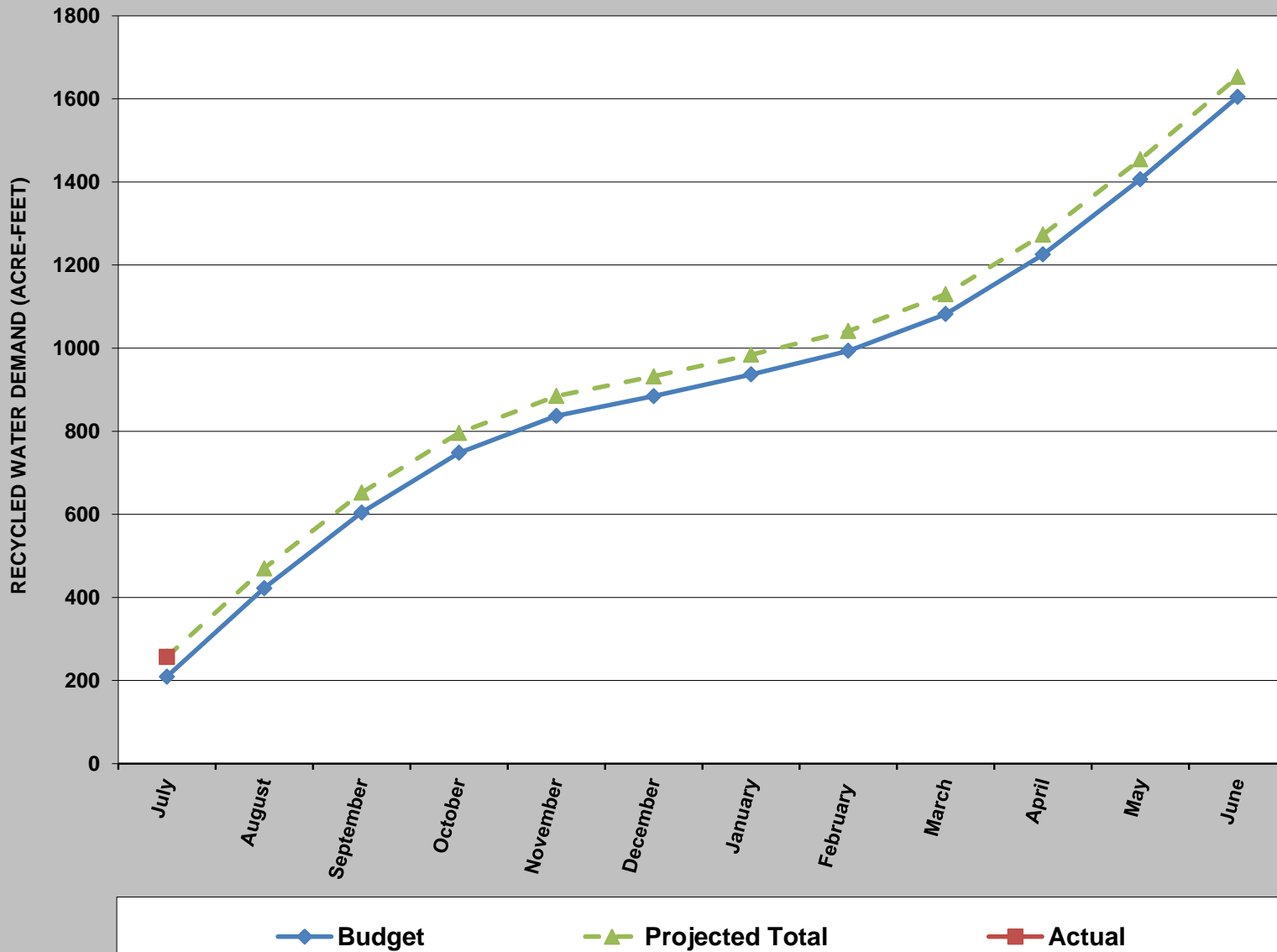
**Figure 2 - RECYCLED WATER DEMAND by FISCAL YEAR**



**Figure 3 - JULY RECYCLED WATER DEMAND**



**Figure 4 - RECYCLED WATER DEMAND BUDGET vs ACTUAL**



SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

September 10, 2018

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: Director of Finance and Administration

SUBJECT: AWARD PROFESSIONAL SERVICE AGREEMENT WITH WATER SYSTEMS CONSULTING, INC. FOR COMMUNICATIONS AND OUTREACH SUPPORT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a professional service agreement with Water Systems Consulting, Inc., for an amount not to exceed \$49,385; and
2. Discuss and take action as appropriate.

BACKGROUND

San Elijo Joint Powers Authority (SEJPA) operates wastewater, recycled water, and capital programs that require effective communication and outreach to the communities it serves. The SEJPA capital program has several projects that require community notifications and public outreach. The recently adopted NPDES ocean discharge permit places increased responsibility on the SEJPA for communicating limits on prescription drugs, plastics, personal care products, and other flushable items that may not be fully eliminated by the treatment process and therefore have a potential to harm the ocean and aquatic life.

DISCUSSION

SEJPA seeks assistance with community notifications and public outreach for its operational and capital programs. The recently awarded construction contract for the expansion of recycled water pipelines within the City of Encinitas has requirements for project communications with the impacted residents and businesses. The currently planned Building and Site Improvement Project also could benefit from continued public outreach as the project progresses through final design and permitting. Also, the SEJPA's wastewater, recycled water, and ocean outfall programs have both permit responsibilities and opportunistic benefits to be derived from a timely and effective communication and outreach plan.

The SEJPA has worked with Water Systems Consulting (WSC) for outreach support on the Land Outfall Replacement Project and for website content support. The work produced was



creative, timely, and tailored to SEJPA's needs. WSC demonstrated the ability to conceptualize and develop effective messaging for construction challenges encountered with the Land Outfall Replacement Project. Furthermore, WSC is currently working with the Central Coast Blue project supporting five communities with recycled water outreach and strategic planning. The collaborative and consensus building approach demonstrated by WSC for the Central Coast Blue project is expected to have direct and transferable benefits to the SEJPA efforts.

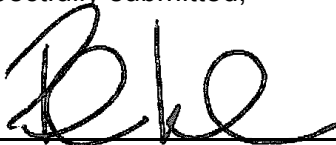
### FINANCIAL IMPACT

The recommended agreement with WSC is for an amount not to exceed \$49,385. Of this amount, Olivenhain Municipal Water District will fund approximately \$8,800 through a cost sharing agreement for joint recycled water outreach. Therefore, the net cost to the SEJPA will be for an amount not to exceed \$40,585. Adequate funds are available for this agreement in the FY 2018-19 Budget.

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a professional services agreement with Water Systems Consulting, Inc., for an amount not to exceed \$49,385; and
2. Discuss and take action as appropriate.

Respectfully submitted,



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Paul F. Kinkel  
Director of Finance and Administration

Attachment 1: Water Systems Consulting, Inc.'s proposal dated September 4, 2018



## ATTACHMENT 1

9/4/2018

Mr. Michael Thornton  
General Manager  
San Elijo Joint Powers Authority  
2695 Manchester Avenue  
Cardiff by the Sea, California 92007-7077

### **SUBJECT: Communications and Public Outreach Support**

Dear Mr. Thornton,

Water Systems Consulting, Inc. (WSC) appreciates the opportunity to work with San Elijo Joint Powers Authority (SEJPA), San Dieguito Water District, and Olivenhain Municipal Water District (OMWD) to support effective outreach and education on the benefits of recycled water use and its expanded use within the community. We recognize this is an opportunity to create outreach that communicates the value of a diversified local water supply, encourages voluntary conversion to recycled water, and explains how this local water supply created, delivered, and used in the community.

WSC understands that an effective communication plan is multidimensional including web, email, print, and social media. The proposed scope of work includes a mix of communication material that can be used by the SEJPA and its partners within their existing media outreach systems. This strategy provides the SEJPA and its partners value and flexibility.

WSC is a full-service engineering consulting firm that specializes in innovative water planning, communications, design, and construction solutions. We thrive and grow from the philosophy that people come first and all water has value. Our expert staff of 40 professionals serves clients throughout California and the Pacific Northwest. Our goal is to be adaptable to our clients' needs creating lasting partnerships through quality, responsive and value-added service.

The proposed scope of work for Task 1 includes:

#### **TASK 1: Recycled Water Materials**

- Developing informative recycled water materials suitable to be included within customer water bills, mailed postcards, and customer emails. The information and graphics will be designed to achieve recycled water outreach goals of SEJPA, OMWD, and other water district partners.
- Creating a common recycled water brand for use by the recycled water agency partners.
- Preparing content for website messages in parallel with mailer content, including additional detail related to frequently asked questions (FAQs).
- Development of a PowerPoint designed to communicate the cost, benefits, and typical process for converting a property to recycled water. Target audience is property managers, HOA Boards, business owners, and other decision makers influential in site conversions.

**TASK 2: Encinitas Ranch**

SEJPA is preparing to extend recycled water service to the Encinitas Ranch community and potentially to homeowner associations along Requeza Street. This project will provide recycled water for city trails, local farms, and Encinitas Ranch green belts and open space. The project is anticipated to create typical construction disruptions and temporary impacts to the neighborhood and streets, and targeted and timely communication to the residents and businesses is important in conveying needed project information. Engaging the community before, during, and at the completion of the project is an important element in delivering a successful project.

The proposed scope of work for Task 2 includes:

- Assist the SEJPA communication plan
- Prepare material for inclusion in outreach newsletters (every 2-weeks)
- Prepare three construction information signs
- Develop door hangers for residents impacted by construction (two versions)
- Develop content for SEJPA and HOA websites related to the project and recycled water
- Prepare information to communicate project timeline, milestones, and expected construction-related impacts.

Work to be completed between November 2018 and April 2019.

**TASK 3: Information Signs for San Elijo Water Reclamation Facility**

Provide content development and illustrations for the creation of treatment process information signs at the San Elijo Water Reclamation Facility. Signs will provide tour guests with basic information on the function and key features of various treatment steps at the facility. Signs will include informative descriptions, graphics, and illustrations to communicate how each step provides valuable treatment for removing contaminants, protecting the environment, and reclaiming valuable resources.

**TASK 4: Extension of Staff Services**

Provide extension of staff services for community outreach to promptly respond to customer and community information needs.

The total proposed fee for the outlined scope of work is \$49,385. Services will be billed based on a time and materials and will not exceed the outlined fee unless prior approval is provided by the SEJPA.

## Fee Proposal

Task No.	Task Description	Outreach Specialist	Content Specialist	Graphic Designer	Clerical/Admin.	Total Labor Hours	Other Direct Costs	Fee
<i>Billing rates, \$/hr (includes applicable markup)</i>		\$200	\$165	\$110	\$120			
1	<b>RW Outreach Materials</b>	20	40	55	3	118	\$700	\$17,710
2	<b>Encinitas Ranch Construction Support</b>	12	30	40	3	85	\$500	\$12,610
3	<b>WRF process illustration signs</b>	4	18	30	2	54	\$300	\$7,610
4	<b>As-Needed Communication Support</b>	23	23	22	2	70	\$400	\$11,455
								<b>\$49,385</b>

*Assumptions: WSC can support printing coordination, but print costs are not included.*

Thank you for the opportunity to provide this proposal. Please feel free to contact us if you have questions or would like to discuss any aspect of this proposal in greater detail. You can reach Jeroen at (858) 397-2617, ext. 301, and/or Holly Tichenor (503) 419-6336, ext. 401. We look forward to partnering with you on this important communication endeavor.

Sincerely,

Water Systems Consulting, Inc.



Jeroen Olthof  
PIC / Chief Operating Officer



Holly Tichenor  
Project Manager / Vice President

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

September 10, 2018

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: Director of Finance and Administration

SUBJECT: SAN ELIJO JOINT POWERS AUTHORITY CONFLICT OF INTEREST CODE  
UPDATE OF APPENDIX A BY RESOLUTION 2019-02

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt Resolution 2019-02 entitled, "A Resolution of the Board of Directors of the San Elijo Joint Powers Authority Amending Board Resolution No. 2010-05 Changing Appendix A Regarding Designated Employees and Disclosure Categories with Respect to Filings Under the SEJPA's Conflict of Interest Code"; and
2. Discuss and take action as appropriate.

BACKGROUND

The Political Reform Act of 1974, Government Code §§ 81000, *et seq.* (the Act), requires public officials to disclose assets, income and other financial interests that could be materially affected by the decisions they make or participate in making (Govt. Code §§ 87300 *et seq.*). The Act also requires, in appropriate circumstances, that public officials be disqualified from acting when necessary to avoid conflicts of interest (Govt. Code § 87100). Certain public officials, including elected officials, are required to disclose all financial interests (Govt. Code § 87200). Other public officials, including agency employees, are required to disclose in accordance with their agency's conflict-of-interest code (Govt. Code § 87300). Each agency is required to develop its own conflict-of-interest code to identify the types of financial interests that might be affected by the agency's decisions and the positions that make or participate in making those decisions. (Govt. Code §§ 87300-87313).

The Act requires every state agency to review its conflict-of-interest code biennially to determine whether the code accurately reflects the current organization of the agency and the job duties of the various positions listed in the code (Govt. Code § 87306). In its most recent biennial review, SEJPA staff identified the need for the proposed amendments to include additional SEJPA staff and consultants. (See Attachment 1).

Once approved by the Board, the conflict-of-interest code amendment will be filed with the San Diego County Clerk's office.

## DISCUSSION

The SEJPA last amended its conflict-of-interest code in 2010, following organizational changes. Since then, the SEJPA has reorganized its staff responsibilities, and FPPC has amended its regulations to allow electronic filing for those officials required to file their Form 700 with FPPC. To reflect these changes and comply with the requirements of Government Code § 87306, staff developed the proposed amendment.

This amendment will be adopted pursuant to Public Resources Code § 31102, which states that the SEJPA shall adopt its own regulations; and pursuant to Government Code § 87306, which states that each agency shall amend its conflict-of-interest code when change is necessitated by relevant changes in the duties assigned to existing positions within the agency.

Government Code § 87302(a) requires that every conflict-of-interest code contain specific enumeration of the positions within the agency which involve the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest and, for each enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable. This amendment would bring the SEJPA's conflict-of-interest code into compliance with these sections of the Government Code, and allow these individuals to take advantage of new electronic filing options offered by the FPPC.

## FINANCIAL IMPACT

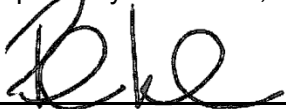
Apart from the administrative costs of preparing and obtaining approvals for the amendment, this amendment will not impose any costs on the SEJPA.

Upon adoption, this revised attachment to the code will be filed with the County Clerk's office.

It is therefore recommended that the Board of Directors:

1. Adopt Resolution 2019-02 entitled, "A Resolution of the Board of Directors of the San Elijo Joint Powers Authority Amending Board Resolution No. 2010-05 Changing Appendix A Regarding Designated Employees and Disclosure Categories with Respect to Filings Under the SEJPA's Conflict of Interest Code"; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Paul Kinkel  
Director of Finance and Administration

Attachment 1: Resolution 2019-02 with Appendix A

ATTACHMENT 1

**RESOLUTION NO. 2019-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN ELIJO JOINT POWERS AUTHORITY AMENDING BOARD RESOLUTION NO. 2010-05 CHANGING APPENDIX A REGARDING DESIGNATED EMPLOYEES AND DISCLOSURE CATEGORIES WITH RESPECT TO FILINGS UNDER THE SEJPA'S CONFLICT OF INTEREST CODE**

WHEREAS, on August 2, 1989, by Board Resolution No. 89-5, the Board of Directors of the San Elijo Joint Powers Authority (SEJPA) adopted the Standard Form Conflict of Interest Code promulgated by the Fair Political Practices Commission (CCR section 18730) as the Conflict of Interest Code of the SEJPA; and

WHEREAS, on December 12, 1996, by Board Resolution No. 96-6, the Board of Directors of the San Elijo Joint Powers Authority amended SEJPA Board Resolution No. 89-5 Changing Appendix A Regarding Designated Employees and Disclosure Categories with Respect to Filings Under the SEJPA's Conflict of Interest Code; and

WHEREAS, on December 14, 2000, by Board Resolution No. 2000-08, the Board of Directors of the San Elijo Joint Powers Authority amended SEJPA Board Resolution No. 96-6 Changing Appendix A Regarding Designated Employees and Disclosure Categories with Respect to Filings Under the SEJPA's Conflict of Interest Code; and

WHEREAS, on September 11, 2006, by Board Resolution No. 2006-06, the Board of Directors of the San Elijo Joint Powers Authority amended SEJPA Board Resolution No. 2000-08 Changing Appendix A Regarding Designated Employees and Disclosure Categories with Respect to Filings Under the SEJPA's Conflict of Interest Code; and

WHEREAS, on February 8, 2010, by Board Resolution No. 2010-05, the Board of Directors of the San Elijo Joint Powers Authority amended SEJPA Board Resolution No. 2006-06 Changing Appendix A Regarding Designated Employees and Disclosure Categories with Respect to Filings Under the SEJPA's Conflict of Interest Code; and

WHEREAS, it is now appropriate to amend Appendix A to said Conflict of Interest Code to update the provisions regarding designated employees and their disclosure categories; and

WHEREAS, the Standard Form Conflict of Interest Code promulgated by the Fair Political Practices Commission, as amended by the Commission from time to time, will remain as the Conflict of Interest Code for the SEJPA;

NOW, THEREFORE, BE IT RESOLVED:

1. The foregoing recitals are true and correct.
2. The attachment to this Resolution is hereby adopted as amended Appendix A to the SEJPA's Conflict of Interest Code.

PASSED AND ADOPTED at a meeting of the Board of Directors of the San Elijo Joint Powers Authority held on September 10, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

---

Michael T. Thornton  
Secretary of the Board

---

Tasha Boerner Horvath, Chairperson  
SEJPA Board of Directors



**SAN ELIJO JOINT POWERS AUTHORITY  
CONFLICT OF INTEREST CODE**

The Political Reform Act of 1974 (Government Code Sections 81000 et. seq.) requires local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard conflict of interest code and may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating positions and establishing disclosure requirements shall constitute the Conflict of Interest Code for the San Elijo Joint Powers Authority (the "Agency").

Individuals holding designated positions and non-designated positions identified in Government Code section 87200 shall file their statements of economic interests with the Agency's Clerk of the Board, who will make the statements available for public inspection and reproduction (Gov. Code section 81008). The Agency will retain all such statements for individuals in designated positions. The Agency will retain copies of all such statements for individuals in non-designated positions and will forward the originals to the Clerk of the Board of Supervisors of San Diego County (Gov. Code section 87500(k)).

## APPENDIX A

### Disclosure Categories

Individuals holding designated positions must report their interests according to the following disclosure category(ies) to which their position has been assigned.

#### Category 1: All Sources

Interests in real property (not including primary residence) located within the Agency Service Area (ASA) or within two miles of the ASA; and investments and business positions in business entities, and income, including loans, gifts, and travel payments from all sources.

#### Category 2: Agency Specific

Interests in real property (not including primary residence) located within the ASA or within two miles of the ASA; investments and business positions in business entities doing business with the ASA and/or located in San Diego County; and income, including but not limited to loans, gifts, and travel payments, from sources in San Diego County, and/or from sources outside the County whose economic position may be affected by decisions or recommendations made by the agency at all levels.

#### Category 3: Department Specific

Interests in real property (not including primary residence) located within the ASA or within two miles of the ASA; investments and business positions in business entities located in San Diego County; and income, including loans, gifts, and travel payments from sources whose economic position may be affected by the decisions or recommendations made by the department to which the filer is assigned duties.

#### Category 4: Property/Facilities Entitlement

Interests in real property (not including primary residence) located within the ASA or within two miles of the ASA; investments and business positions in business entities located in San Diego County; and income, including loans, gifts, and travel payments from sources that are of the type to request an entitlement to use agency property or facilities, including, but not limited to: a license; a facilities use permit; or a vendor permit.

#### Category 5: Consultant Specific

Where the broadest disclosure is not necessary, the agency may set an interim disclosure that is more tailored to consulting positions with a limited range of duties.

As used herein, "Agency Service Area" is defined as the jurisdictional boundaries of the Agency's member agencies and those areas served by the Agency's wastewater and recycled water services.

The following designated positions, when active, file according to the assigned categories associated with their title.

**Designated Positions**

**Disclosure Categories**

I. San Elijo Joint Powers Authority Staff:

Director of Operations .....	2
General Counsel.....	2
Chief Plant Operator.....	3
Mechanical Systems Supervisor .....	3
SCADA Manager.....	3
Project Manager .....	3

II. Consultants: Consultants shall be included in the list of designated positions and shall disclose in accordance with Category 1, except as otherwise provided, if the consultant, pursuant to a contract does either of the following (Reg.18700.3):

1. Makes a governmental decision whether to:
  - Approve a rate, rule or regulation;
  - Adopt or enforce a law;
  - Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  - Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
  - Grant agency approval to a contract which requires agency approval and in which the agency is a party, or to the specifications for such a contract;
  - Grant agency approval to a plan, design, report study, or similar item;
  - Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision of the agency; or
  
2. Serves in a staff capacity and in that capacity participates in making governmental decisions as defined in Regulation 18704(a) and (b); or performs substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

The General Manager, with the approval of the Agency's General Counsel, may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this paragraph. The written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The written determination is a public record and shall be retained for public inspection in the office of the Agency's Clerk of the Board.

### **Non-Designated Positions**

The following positions are not designated because individuals holding these positions must file statements of economic interests under Government Code Section 87200. These positions are listed for informational purposes only:

- Board Members
- General Manager
- Director of Finance and Administration
- Consultants involved in the investment of public funds\*

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\*Pursuant to 2 California Code of Regulations section 18700.3(b)(1), "other public officials who manage public investments" means, members of boards and commissions, including pension and retirement boards or commissions, or of committees who exercise the responsibility for the management of public investments; high level officers and employees who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers (this category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers); and individuals who pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the high-level officers and employees who exercise primary responsibility for the management of public investments.

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

September 10, 2018

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: CLASSIFICATION AND COMPENSATION STUDY

RECOMMENDATION

It is recommended that the Board of Directors:

1. Provide guidance to the General Manager for the completion of a Classification and Compensation Study; and
2. Discuss and take action as appropriate.

BACKGROUND

San Elijo Joint Powers Authority (SEJPA) employees are currently operating under a 3-year labor agreement (Resolution No. 2018-02), which is scheduled to expire June 30, 2019. As part of the resolution, the Competitiveness Assessment Decision section states, "The SEJPA will perform a Classification and Compensation Study and present recommendations to the SEJPA Board of Directors prior to the end of this contract."

DISCUSSION

In most instances, employers utilize a systematic way to assess and compensate employees. Classification and compensation structures are developed partly in response to state labor laws and also to attract and retain qualified staff. Job classifications define job duties, responsibilities, and the parameters by which duties are to be performed. Ideally, pay assigned to each classification is based on comparisons with the labor market and the value of the job with respect to other positions within the agency.

A study of the current labor market can provide information to determine whether the agency's pay structure is appropriate or if adjustments should be considered.

Prior SEJPA pay structures have been based on surveys of cities and agencies where consideration was given to:

- Organizational type and structure
- Similarity of the population served, staff and operational budgets
- Type of services provided
- Local labor market and geographic location

These agencies are listed below in Table 1:

**Table 1 – Prior public agencies selected for Classification and Compensation Study**

- Encina Wastewater Agency
- Olivenhain Municipal Water District
- Ramona Municipal Water District
- Santa Fe Irrigation District
- City of Encinitas
- City of Oceanside
- City of Solana Beach
- Leucadia Wastewater District
- Padre Dam Municipal Water District
- Rincon Del Diablo Municipal Water District
- Vallecitos Water District
- City of Escondido
- San Dieguito Water District

SEJPA has the option of completing the Classification and Compensation study in-house or through the use of a consultant. The cost to have a consultant prepare a Classification and Compensation study is estimated to be between \$20,000 and \$30,000.

There is no external cost to having the study completed in-house, and this effort could be executed under the direction of the General Manager.

**FINANCIAL IMPACT**

There is no financial impact associated with this staff report.

It is therefore recommended that the Board of Directors:

1. Provide guidance to the General Manager for the completion of a Classification and Compensation Study; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

September 10, 2018

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: 2018 SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)  
UPGRADE PROJECT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a contract in the amount of \$560,000 with Tesco Controls, Inc., for the 2018 SCADA Upgrade Project;
2. Authorize the General Manager to amend the professional services agreement with Carollo Engineers, Inc., for Construction Management during project construction for an amount of \$42,000; and
3. Discuss and take action as appropriate.

BACKGROUND

San Elijo Joint Powers Authority (SEJPA) uses a Supervisory Control and Data Acquisition (SCADA) system to monitor and control water treatment, distribution, and storage processes. The SCADA system is comprised of computer hardware and software, which communicate by fiber optics, private cellular network, and wireless radio links to convey information, alarms, and operational direction. The system allows staff to monitor facility operations and process performance in real-time, either onsite or remotely. Treatment Operators utilize SCADA to adjust pump speeds; open and close valves; monitor flows, tank levels, and pump discharge pressures; and observe water quality measurements 24 hours a day. The SCADA system provides for reliable and efficient operation of treatment and conveyance systems.

DISCUSSION

In November 2017, the Board authorized the General Manager to enter into an agreement with Carollo Engineers to provide engineering services for the SCADA Upgrade project to develop technical specifications and other documents necessary to publicly bid the SCADA project contract. Carollo prepared a Request for Qualifications (RFQ) to assist the SEJPA in identifying qualified firms to propose on the project. The RFQ was advertised on March 28,

2018 and six prospective bidders reviewed the RFQ on Planet Bids, of which three submitted RFQ packages to the SEJPA on April 17, 2018. The RFQ packages were reviewed by Carollo and it was determined that only two of the prospective bidders met the experience/certification requirement for the project. Bid documents for the project were sent to the two qualified bidders and bids were opened publicly on August 23, 2018. The results of the bidding are as follows:

<b>Company</b>	<b>Bid Price</b>
Tesco Controls, Inc.	\$560,000
Technical Systems, Inc.	\$845,000

The bids were reviewed by Carollo Engineers and determined to be complete and in compliance with all bidding requirements (Attachment 1).

The main elements of the project include new hardware, software, programming, equipment installation, system testing and commissioning, warranty, training and support services. Hardware includes servers, data historians, monitors, programmable logic controllers, and equipment panels. SCADA software includes Wonderware System Platform, Historian, Galaxy, VMWare, and Windows Server operating system licenses to replace 11 workstations with remote terminals. Programming, hardware/software, and equipment installation will be performed at six functional areas within the San Elijo Water Reclamation Facility and at five wastewater pump stations located within the cities of Encinitas and Solana Beach. Cybersecurity enhancements will include developing a system program and written plan to follow the guidelines, requirements, and standards outlined in the latest version of the NIST Cybersecurity Framework and provide a comprehensive cybersecurity plan to help identify, protect, detect, respond, and recover from cyber threats.

## FINANCIAL IMPACT

The lowest responsive/responsible bid for the project is \$560,000 from Tesco Controls, Inc. (Attachment 2). The design engineer (Carollo) is already under contract for engineering support during construction in the amount of \$21,200. Staff also negotiated a fee of \$42,000 with Carollo to provide Construction Management, including inspection and quality control, during the construction of the project (Attachment 3). Therefore, the total amount for construction management and engineering during construction is \$63,200. Staff also recommends including a contingency fund of \$62,320 (10% of project costs) to address potential unforeseen conditions that may be encountered during construction. The estimated cost to complete, based on current information, is \$685,520. The budgetary cost estimate for the project was \$838,000.

### **2018 SCADA Upgrades Project – Estimated Cost to Complete**

<b>Project Element</b>	<b>Estimated Cost</b>
Construction (Hardware, Software, Programming)	\$ 560,000
Construction Management/Engineering	63,200
Contingency (10%)	62,320
<b>TOTAL</b>	<b>\$685,520</b>



The SEJPA has adequate funding in its capital program for the project using funds available from the 2017 Clean Water Bond.

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a contract in the amount of \$560,000 with Tesco Controls, Inc., for the SCADA Upgrade Project;
2. Authorize the General Manager to amend the professional services agreement with Carollo Engineers, Inc., for Construction Management during project construction for an amount of \$42,000; and
3. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

Attachment 1: Evaluation of the Bid Packages for SEJPA SCADA Upgrades Project by Carollo Engineers dated August 29, 2018

Attachment 2: The lowest responsive/responsible bid for the project is \$560,000 from Tesco Controls, Inc.

Attachment 3: Carollo to provide Construction Management, including inspection and quality control, during the construction of the project

August 29, 2018

Chris Trees  
San Elijo Joint Powers Authority  
2695 Manchester Avenue  
Cardiff by the Sea, CA 92007

Subject: Evaluation of the Bid Packages for SEJPA WRF SCADA Upgrades Project

Dear Chris:

We have reviewed and evaluated the two Bid Packages received for the SEJPA WRF SCADA Upgrades Project from the following firms:

- Tesco Controls, Inc. (TESCO)
- Technical Systems, Inc. (TSI)

Based on our review and evaluation, Carollo's position is that both bids are complete and fully comply with the bidding requirements. Attached for reference is our detailed evaluation of the bids.

Sincerely,

CAROLLO ENGINEERS, INC.



Troy Hedlund, P.E.  
Project Manager  
Carollo Engineers, Inc.

**SEJPA WRF SCADA Upgrade Project  
 Bid Package Evaluation Summary  
 Carollo Engineers, Inc.,**

	Technical Systems, Inc (TSI)	Tesco Controls, Inc. (TESCO)
<b>General</b>	<b>Does the bidder's Package adequately include:</b>	
Receipt of Addenda Confirmation	✓	✓
Site Visit Performed Confirmation	✓	✓
Bid Bond Confirmation	✓	✓
All Purpose Acknowledgement Notary	✓	✓
Noncollusion Declaration	✓	✓
Certification of Total Bid	✓	✓
Immigration Reform and Control Confirmation	✓	✓
Safety Certification	✓	✓
C10 Contractor Evidence	✓	✓
<b>Insurance</b>	<b>Does the bidder's Package adequately include:</b>	
Workers Compensation Insurance	✓	✓
Liability Insurance	✓	✓
Auto Insurance	✓	✓
<b>Technical</b>	<b>Does the bidder's Package adequately include:</b>	
Equipment Source List	✓	✓
Bid Schedule	✓	✓

ATTACHMENT 2

SECTION 00400

BID PROPOSAL

PROPOSAL TO THE SAN ELIJO JOINT POWERS AUTHORITY  
FOR  
WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE PROJECT

PROPOSAL SUBMITTED BY:

Name of Bidder Tesco Controls, Inc.

Business Address 8440 Florin Road, Sacramento, CA 95828

The undersigned Bidder proposes and agrees, if this Bid is accepted by the SEJPA, to enter into a contract with the SEJPA in the form of agreement included in the Contract Documents to complete all Work as specified or indicated under the contract and the Supplementary Conditions and Drawings annexed hereto and including Addenda Nos. 1, 2, and    , and also in accordance Parts 2, 3, and 4 of the Standard Specifications for Public Works Construction (2015 Edition); and the Regional Supplement Amendments for use in connection with the Standard Specifications for Public Works Construction (2015 Edition); and in accordance with all other Contract Documents.

The undersigned Bidder accepts all of the terms and conditions of the Notice Inviting Bids and Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Security. This Bid, as presented herein, is irrevocable, and may not be withdrawn for a period of seventy-five (75) days after the day of Bid opening, except in accordance with the withdrawal provisions in the Instructions to Bidders or unless otherwise required by law. Bidder will sign and deliver the required number of Agreement counterparts within twelve (12) working days after receipt of the Agreement counterparts from the SEJPA, and will furnish the insurance certificates, Bid Bond, Payment Bond, and Performance Bond required by the Contract Documents.

The undersigned Bidder agrees that if this Proposal shall be accepted and the undersigned shall fail to sign and deliver the Agreement counterparts as aforesaid and to give both, in sums as stated in the Notice Inviting Bids, a faithful Performance Bond and a Payment Bond as required by California State law and by the specifications with surety satisfactory to the SEJPA, and the required insurance certificates, within twelve (12) working days after the undersigned has received notice of the award of the Contract from the SEJPA and that the Contract is ready for signature, the SEJPA may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the SEJPA.

By signing this proposal on the signature portion hereof, the undersigned, as Bidder, under penalty of perjury deposes and says: that the CONTRACTOR listed herein is licensed to perform Work in the State of California according to the Contractor's License Law and that the license number and expiration date specified herein are true and in accordance with Business and Profession Code sections 7028.15(e) and 7026.1. Any Bid not containing this information, or Bid containing information which is subsequently proven false, shall be considered non responsive and shall be rejected.

By signing this proposal on the signature portion hereof, the undersigned, as Bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

The Bidder's execution of the signature portion of this proposal shall also constitute an endorsement and execution of those representatives, certificates, and attachments, which are hereby incorporated as a part of the bid proposal.

In addition, the undersigned Bidder has examined the annexed proposed form of Contract, and the Drawings, Supplementary Conditions and/or Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the SEJPA, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the Work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefore the unit and/or lump sum prices named in the following bid schedule(s).



**GENERAL INFORMATION REQUIRED OF BIDDER**

The Bidder shall furnish the following information. Failure to comply with this requirement will render the Proposal non-responsive and may cause its rejection. Additional sheets shall be attached as required. Successful Bidder shall provide required additional information within fourteen (14) days of SEJPA's request.

Bidder's name, address, and telephone number: Tesco Controls, Inc.  
8440 Florin Road, Sacramento, CA 95828; (916) 395-8800

Contractor's license: Primary classification: C10  
State License No.: 458072 Expiration date: None.  
Supplemental classifications held, if any: \_\_\_\_\_

Number of years as a contractor in construction work of this type: 46

List four (4) projects completed as of recent date involving work of similar type and complexity:

<u>Project</u>	<u>Contract Price</u>	<u>Name, Address and Telephone Number of SEJPA</u>
<u>City of Roseville - SCADA System Replacement;</u>	<u>\$7,719,000;</u>	<u>Charles Aycok, 1800 Booth Rd., Roseville, CA 916-768-6559</u>
<u>City of Rialto - W1 SCADA Improvements Project;</u>	<u>\$1,400,200;</u>	<u>Thomas J. Crowley, P.E., 150 South Palm Ave., 909-820-8056</u>
<u>City of Baton Rouge - SCADA Master Plan Project;</u>	<u>\$15,000,000;</u>	<u>John P. Ward, 2443 River Road, Baton Rouge, LA 70802; 225-892-1206</u>
<u>City of San Mateo - WWTP Immediate Action Phase 1;</u>	<u>\$5,660,000;</u>	<u>Dan Orfescu 330 W. 20th Ave., San Mateo, CA 94403; 650-522-7422</u>

Name of person who inspected site of proposed work for your firm:  
Name: Keith Webb Date of Inspection: 8/2/18

Name, address, and telephone number of the Surety Company and agent who will provide the required bonds on this contract: InterWest Insurance Services, LLC

**INSURANCE INFORMATION:**

Workers Compensation:	Surety Agent Company	<u>InterWest</u>
	Phone Number	<u>(916) 609-8383</u>
	Contact Name	<u>Carol Duchnowski</u>
Liability	Surety Agent Company	<u>Same as above.</u>
	Phone Number	_____
	Contact Name	_____
Auto:	Surety Agent Company	<u>Same as above.</u>
	Phone Number	_____
	Contact Name	_____

Successful Bidder to submit the experience resume of the person who will be designated chief construction superintendent.

Successful Bidder to submit a notarized and verified financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

**EQUIPMENT/MATERIAL SOURCE INFORMATION**

The Bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection. Awarding of a Contract under this Bid will not imply approval by the SEJPA of the manufacturers or suppliers listed by the Bidder. Regardless of the listed Manufacturers/Supplier, all products or equipment to be furnished by the CONTRACTOR must conform to all requirements of the Specifications and Drawings. The Bidder agrees to provide the listed products under this contract, and, after the opening of proposals, no changes or substitutions will be allowed without written approval of the SEJPA.

	<u>Equipment/Material</u>	<u>Manufacturer/Supplier</u>
1.	<u>Local Operator Interface (Section 17721)</u>	<u>Vartech</u>
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____



## BID SCHEDULE

Bidder will complete the Work for the lump sum price set forth in the Base Bid Total Price listed below. All lump sum prices quoted in this Bid Schedule are F.O.B. job site, installed, tested, and operational with all applicable sales taxes, State and/or Federal, and any other special taxes, patent rights, or royalties, freight and full insurance to the job site paid by the Bidder. The lump sum prices quoted herein include cost for labor, materials, equipment, and incidentals necessary for the Work, including but not limited to sheeting, shoring, bracing, or equivalent method for the protection of life and limb in trenches and open excavation in conformance with applicable safety orders. The low bid will be determined based on the Base Bid Total Price listed in this Bid Schedule.

### BASE BID

Performance of all Work indicated in the Specifications, except Optional Bid Items, categorized as follows:

<u>Bid Item</u>	<u>Description</u>	<u>Lump Sum Total</u>
A. General		
1	Mobilization/Demobilization, Contracts, Bonds, Insurance & Permits	<u>\$ 15,000.00</u>
2	San Elijo Water Reclamation Facility Improvements	<u>\$443,652.84</u>
3	Moonlight Pump Station Improvements	<u>\$ 20,282.09</u>
4	Solana Beach Pump Station Improvements	<u>\$ 20,282.09</u>
5	Eden Garden Pump Station Improvements	<u>\$ 20,282.09</u>
6	Olivenhain Pump Station Improvements	<u>\$ 20,282.09</u>
7	Cardiff Pump Station Improvements	<u>\$ 24,855.76</u>
8	All other Works shown on the Contract Documents	<u>\$ n/a</u>

Base Bid Total Price (Bid Items 1 through 8) in Numerals: \$ 560,000.00

Base Bid Total Price (Bid Items 1 through 8) in Words: Five Hundred and Sixty Thousand Dollars.

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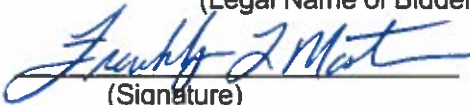
The Contract will be awarded based on the lowest responsible and responsive bid for Base Bid Items 1 through 8 only.

END OF BID SCHEDULE

BIDDER'S SIGNATURE CERTIFICATE

I hereby certify, under penalty of perjury, that the foregoing Bid Proposal is true, correct, and legally submitted.

BIDDER: Tesco Controls, Inc.  
(Legal Name of Bidder)

by:  Vice President of Operations  
(Signature) (Title)

Dated August 22, 2018, at Sacramento, California.

Business Address: 8440 Florin Road, Sacramento, CA 95828

Telephone: 916-395-8800

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the Bid; otherwise, the Bid may be disregarded as irregular and unauthorized and therefore non-responsive.

END OF BIDDER'S SIGNATURE CERTIFICATE

## SECTION 00430

### BID PROPOSAL SUPPLEMENTS

The following bid proposal supplements shall be completed and submitted with the bid proposal:

- **Bid Bond.** Each Bid must be accompanied by bid security in the amount specified in the Bid Bond that follows herein, and must be in the form included in these Bidding Documents.

Failure to properly complete bid proposal supplements may result in the rejection of the bid as being non-responsive, in the SEJPA's sole discretion.

BOND NO. N/A

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we \_\_\_\_\_

Tesco Controls, Inc.

\_\_\_\_\_, as PRINCIPAL, and

Great American Insurance Company

\_\_\_\_\_, as SURETY, are

held and firmly bound unto the San Elijo Joint Powers Authority, 2695 Manchester Avenue, Cardiff-by-the-Sea, CA 92007, a political subdivision of the State of California, hereinafter called the SEJPA, in the penal sum of 10% of Bid Amount, which amount equals TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID submitted by the Principal above named for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of Ten Percent of Total Amount Bid \_\_\_\_\_ Dollars (\$ 10% of Bid Amount ).

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the above-mentioned bid to the SEJPA for certain construction specifically described as follows, for which bids are to be opened on \_\_\_\_\_ (date), or at a later date as may be established by SEJPA in its sole discretion, for Water Reclamation Facility SCADA System Upgrade

Project Bid Specification No. 201801

WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE PROJECT

NOW THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the SEJPA, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the SEJPA, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the SEJPA and judgment is recovered, the surety shall pay all costs incurred by the SEJPA in such suit, including a reasonable attorney's fee to be fixed by the court.

\*August 23, 2018

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this  
21st day of August .A.D. 2018 .

Tesco Controls, Inc.

Principal

(Seal)

*Frank J. Mart*  
Signature for Principal Title *VP of Operations /*  
*CORPORATE SECRETARY*

Great American Insurance Company

Surety

(Seal)

*Stephanie Agapoff*  
Signature for Surety Title  
*Stephanie Agapoff, Attorney-In-Fact*

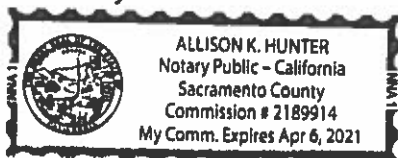
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF )

On August 22, 2018, before me, Allison Hunter, a Notary Public, personally appeared Franklyn Masterson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Allison K. Hunter  
Notary Public

NOTE:

- (a) Signature of those executing for Surety must be properly acknowledged.
- (b) The Attorney-in-fact must attach a certified copy of the Power of Attorney.

END OF BID BOND

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

-See Attached – California all Purpose Acknowledgment Complies with Civil Code 1189

\_\_\_\_\_  
Notary Public

NOTE:

- (a) Signature of those executing for Surety must be properly acknowledged.
- (b) The Attorney-in-fact must attach a certified copy of the Power of Attorney.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sacramento )

On August 21, 2018 before me, Breanna Bofman, Notary Public  
(insert name and title of the officer)

personally appeared Stephanie Agapoff,  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~  
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in  
~~his~~/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/~~her~~/~~their~~ signature~~(s)~~ on the instrument the  
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Breanna Bofman

(Seal)





**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVENTEEN

No. 0 15052

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN HOPKINS	KATHERINE J. GORDON	ALL
NANCY LUTTENBACHER	JOHN J. WEBER Chico, CALIFORNIA	\$100,000,000.00
BOBBIE BEENY	STEVEN L. WILLIAMS	
ELIZABETH COLLODI	MELISSA D. DIAZ	STEPHANIE AGAPOFF
JENNIFER LAKMANN	SHAWNA JOHNSON	SARA WALLISER
RENEE RAMSEY	BONNIE TWO BEARS	VICKY TROYAN
		BREANNA BOFMAN
		JESSICA MONLUX

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of MARCH, 2018

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L. C. B.*

Assistant Secretary

*David C. Kitchin*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 15th day of MARCH, 2018, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 06-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 21st day of August, 2018



*Atty L. C. B.*

Assistant Secretary

## SECTION 00450

### REPRESENTATIVES AND CERTIFICATIONS

The Bidder's execution of the signature portion of the following representatives and certifications shall constitute an endorsement and execution of those representatives and certifications, which are hereby incorporated as part of the bid proposal. The following bid proposal supplements shall be completed and submitted with the bid proposal:

- NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
- BIDDER'S CERTIFICATION REGARDING TOTAL BID AMOUNT AND INDEMNIFICATION FOR LIABILITIES AND PENALTIES FOR VIOLATIONS OF LABOR CODE SECTION 2810
- IMMIGRATION REFORM AND CONTROL ACT OF 1986 (8 U.S.C. § 1324) COMPLIANCE CERTIFICATION
- SAFETY CERTIFICATION

Failure to properly completed representatives and certifications may result in the rejection of the bid as being non-responsive, in the SEJPA's sole discretion.

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID

In accordance with Section 7106 of the State of California Public Contract Code, Bidders are required to execute the following Noncollusion Declaration.

I, Franklyn Masterson, declare that I am Vice President of Operations  
(Name) (Title)  
of Tesco Controls, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed on August 22, 2018, in Sacramento, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

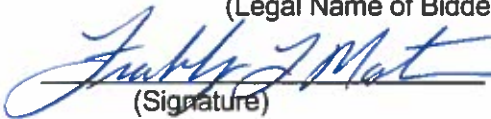
  
(Signature of Declarant)

END OF NONCOLLUSION DECLARATION

**BIDDER'S CERTIFICATION REGARDING TOTAL BID AMOUNT AND INDEMNIFICATION FOR LIABILITIES AND PENALTIES FOR VIOLATIONS OF LABOR CODE SECTION 2810**

In signing below, Bidder certifies that its total bid amount requests sufficient funds to allow Bidder to comply with all applicable laws or regulations governing the goods and services to be provided under the Contract. Furthermore, Bidder hereby indemnifies SEJPA for liabilities and penalties for violations of Labor Code Section 2810.

BIDDER: Tesco Controls, Inc.  
(Legal Name of Bidder)

by:  Vice President of Operations  
(Signature) (Title)

**END OF BIDDER'S CERTIFICATION REGARDING TOTAL BID AMOUNT AND INDEMNIFICATION FOR LIABILITIES AND PENALTIES FOR VIOLATIONS OF LABOR CODE SECTION 2810**

IMMIGRATION REFORM AND CONTROL ACT OF 1986 (8 U.S.C. § 1324)  
COMPLIANCE CERTIFICATION

Bidder certifies that Bidder is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC Secs. 1101- 1525) and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Contract.

Furthermore, as a condition of submitting a bid for the Project, bidders are required to verify whether or not they have been fined or otherwise penalized within the past three (3) years for failing to obtain and/or maintain valid Employment Eligibility ("I-9") forms for employees pursuant to the Immigration Reform and Control Act of 1986 (the "Act"). The bidder shall check the appropriate box below, sign and date this page, and submit it to the San Elijo Joint Powers Authority (SEJPA) as part of his or her bid package.

Failure to properly submit this completed form shall result in the possible rejection of the bid as being non-responsive, in the SEJPA's sole discretion. In the event a bidder has been fined or otherwise penalized within the past three (3) years, the SEJPA reserves the right, in its sole discretion, to reject the bid based on a determination that the bidder is non-responsive. In the event the SEJPA awards a contract to a bidder and subsequently discovers that the bidder was fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms within the past three (3) years and failed to disclose such information, the SEJPA shall have the right, in its sole discretion, to immediately terminate the contract and award the bid to the next lowest bidder, or re-bid the Project. The SEJPA reserves the right to recover from the bidder any costs and/or damages sustained by the SEJPA as the result of having to terminate the bidder from the Project and/or re-award the contract due to the bidder's failure to disclose previous I-9 violations.

ALL BIDDERS MUST CHECK ONE OF THE BOXES BELOW AND SIGN:

- Within the past three (3) years, bidder HAS been fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms for its employees. If this box is checked, please provide a description of any such fines or penalties.
- Within the past three (3) years, bidder HAS NOT been fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms for its employees.

  
Bidder's Signature

Tesco Controls, Inc.  
Company

August 22, 2018  
Date

END OF IMMIGRATION REFORM AND CONTROL ACT OF 1986 (8 U.S.C. § 1324)  
COMPLIANCE CERTIFICATION

## SAFETY CERTIFICATION

As a condition of submitting a bid for the Project, bidders are required to supply historical safety data, as specified below, and agree to follow the SEJPA's Safety Program where it is more stringent than the Contractor's own Safety Program. The bidder shall check the appropriate boxes below, sign and date this page, and submit it to the San Elijo Joint Powers Authority (SEJPA) as part of his or her bid package. Failure to properly submit this completed form shall result in the possible rejection of the bid as being non-responsive, in the SEJPA's sole discretion.

In the event a bidder has been fined or otherwise penalized for safety violations within the past three (3) years, the SEJPA reserves the right, in its sole discretion, to reject the bid if it determines the bidder is non-responsive. Bidder shall submit additional documentation explaining any answer below. In the event the SEJPA awards a contract to a bidder and subsequently discovers that the bidder failed to disclose applicable safety information, the SEJPA shall have the right, in its sole discretion, to immediately terminate the contract and award the bid to the next lowest bidder, or re-bid the Project.

The SEJPA reserves the right to recover from the bidder any costs and/or damages sustained by the SEJPA as the result of having to terminate the bidder from the Project and/or re-award the contract due to the bidder's failure to disclose previous safety violations.

ALL BIDDERS MUST CHECK THE FOLLOWING BOX:

- I have received, read, and understand the Contractor Safety Program supplied in Appendix E; I agree to comply with all SEJPA, local, state and federal safety requirements; I will share this information with all visitors, Contractors, Subcontractors, and other people brought onto the SEJPA premises under my authority; and I will be responsible for the compliance of all visitors, Contractors, Subcontractors, and other people brought onto the SEJPA premises under my authority and agree to hold harmless San Elijo Joint Powers Authority, its employees or agents for any injury or damage resulting from non-compliance with SEJPA, State or Federal safety requirements.

ALL BIDDERS MUST CHECK THE APPROPRIATE BOX:

YES NO

- Within the past three (3) years, has the bidder been fined or otherwise penalized by Cal/OSHA.

ALL BIDDERS MUST SIGN AND DATE THE FOLLOWING, CERTIFYING THAT THE ABOVE INFORMATION IS COMPLETE AND ACCURATE:

  
Bidder's Signature

Tesco Controls, Inc.  
Company

August 22, 2018  
Date

END OF SAFETY CERTIFICATION

State of California  
 Department of Industrial Relations

Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards



1000011729 Contractor Details

Contractor Information

Legal Entity Information

Legal Name

TESCO CONTROLS, INC.

Trade Name

License Number(s)

OTHER :458072

Mailing Address

PO BOX 299007  
SACRAMENTO, CA 95829

Physical Address

8440 FLORIN ROAD  
SACRAMENTO, CA 95828

Email Address

SROBINSON@TESCOCONTROLS.COM

Public Works | Public Works Contractor (PWC)

Public Works Contractor (PWC)

Enter at least one search criteria to display regist

Note: Search results will display all of the public

Make sure the proper registration fiscal year is se

Registration Fiscal Year: 7/1/2018 - 6/3

PWC Registration Number: example: 123

Contractor Legal Name: Tesco Controls

License Number: example: 123

County: Select County

Search

Reset

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1



Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
<a href="#">View</a>	TESCO CONTROLS, INC.	1000011729	SACRAMENTO	SACRAMENTO	OTHR:458072	Active	06/18/2018	06/30/2019

v2.20171120

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Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
TESCO CONTROLS, INC.	1000011729	SACRAMENTO	SACRAMENTO	OTHR:458072	Active	08/18/2018	08/30/2019

September 4, 2018

Chris Trees, Director of Operations  
San Elijo Joint Powers Authority  
2695 Manchester Avenue  
Cardiff by the Sea, California 92007

Subject: Proposal to Provide Construction Management Services for the San Elijo Joint Powers Authority  
Water Reclamation Facility SCADA Upgrade Project

Dear Mr. Trees:

Thank you for the opportunity to submit the following proposal to provide construction management services the San Elijo Joint Powers Authority (SEJPA) Water Reclamation Facility SCADA Upgrade Project (Project). Our proposed scope of work and fee for the project are as follows.

## **ASSUMPTIONS**

The proposed scope of work and fee are based on the following assumptions:

1. The total project duration will be 180 calendar days.
2. All meetings/workshops will be held at the SEJPA Water Reclamation Facility.
3. All project documents will be electronic and will be transmitted via email.

## **SCOPE OF WORK**

Carollo's proposed scope of work consists of two major tasks:

1. General Construction Management consisting of the following major activities:
  - a. General enforcement of the administrative and technical requirements of the Contract Documents.
  - b. Initial review of Contractor's baseline construction schedule.
  - c. Review of Contractor's monthly payment applications and baseline schedule updates.
  - d. Develop and maintain Request for Information (RFI), submittal, and change order logs. Logs will be updated on a continual basis as RFI's, submittals, and change orders are submitted/returned.
2. Meetings and Workshops. Carollo will attend the following meetings and workshops:
  - a. Preconstruction conference (1 meeting) – agenda and minutes will be prepared by Carollo and distributed to SEJPA and the Contractor.
  - b. Bi-weekly progress meetings (12 meetings) - agenda and minutes will be prepared by Carollo and distributed to SEJPA and the Contractor.
  - c. HMI Graphic Review Workshop (1 meeting) - agenda and minutes will be prepared by the Contractor.

- d. HMI System Configuration Meetings (3 meetings) - agenda and minutes will be prepared by the Contractor.
- e. Cybersecurity Workshops (2 meetings) - agenda and minutes will be prepared by the Contractor.

**FEE**

The proposed fee to provide the scope of work defined herein is \$42,000.00. A detailed breakdown of proposed hours and costs is as follows:

	LABOR HOURS			PROJECT COSTS			
	Lead Project Professional	Project Professional	Total Labor Hours	Total Labor Cost	Project Equipment & Communication Expense (PECE)	Other Direct Costs	Total Project Cost
	<i>Billing Rate</i>						
<b>Task 600 - Construction Management</b>	<b>136</b>	<b>44</b>	<b>180</b>	<b>\$ 37,820.00</b>	<b>\$ 2,106.00</b>	<b>\$ 2,074.00</b>	<b>\$ 42,000.00</b>
600.01 General Construction Management	16	12	28	\$ 5,780.00	\$ 327.60	\$ -	\$ 6,107.60
600.02 Workshops & Meetings	120	32	152	\$ 32,040.00	\$ 1,778.40	\$ 2,074.00	\$ 35,892.40

We look forward to working with you on this important project. If you have any questions about this proposal, please contact me at (949) 412-6532.

Sincerely,



CAROLLO ENGINEERS, INC.  
 Troy Hedlund, P.E.  
 Project Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

September 10, 2018

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING AND ENVIRONMENTAL SERVICES FOR DEVELOPING BIKE/PEDESTRIAN PATH

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a professional service agreement with Kimley-Horn and Associates, Inc. for an amount not to exceed \$450,000; and
2. Discuss and take action as appropriate.

BACKGROUND

The San Elijo Joint Powers Authority (SEJPA) is working with Caltrans and the City of Encinitas to construct a bike and pedestrian path (project) through SEJPA property, which will improve bike and walking routes within the community of Cardiff by the Sea. The proposed project is to connect with other bike/pedestrian paths as part of regional transportation planning. The path through SEJPA property is included in the published Caltrans Public Works Plan (Final: June 2014; as amended December 2016) and has received positive support from both California Coastal Commission staff and the community. The conceptual design of the project has been completed and it has undergone initial permit review by the City of Encinitas, however additional environmental clearance remains as part of the final design.

DISCUSSION

SEJPA and Caltrans have agreed to select Kimley-Horn and Associates, Inc. to serve as the lead engineering firm for the project. In addition, SEJPA and Caltrans have agreed on the scope of work and fee for preparing the final design and environmental permitting. The fee for this effort is \$450,000 (Attachment 1).

In June 2018, the SEJPA Board authorized the General Manager to engage Kimley-Horn and Associates to begin final design and environmental permitting for an amount up to \$100,000.

This funding was to keep progress continuing, while the SEJPA and Caltrans prepared the necessary cost sharing agreement.

Since then, SEJPA and Caltrans reached agreement on this contribution agreement for engineering and environmental services. The contribution agreement (Attachment 2) states that Caltrans will reimburse the SEJPA up to \$450,000 for final design engineering and environmental permitting, based on actual costs incurred. This work is to be completed by January 1, 2021.

Therefore, it is staff's recommendation to fully fund the engineering and environmental service agreement with Kimley-Horn and Associates, Inc. for an amount not to exceed \$450,000. Based on the current project progress, the design and permitting effort is expected to be completed in 2019.

### FINANCIAL IMPACT

The total financial impact of the requested Board action is \$450,000, which includes the initial funding authorization (\$100,000) in June 2018. SEJPA has adequate funding available within the Building and Site Improvement capital project. Reimbursement funds from Caltrans are expected to total \$450,000 and be received in FY 2018-19 and FY 2019-20.

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a professional service agreement with Kimley-Horn and Associates, Inc. for an amount not to exceed \$450,000; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

Attachment 1: Kimley-Horn and Associates, Inc. Scope of Work and Fee Proposal, dated September 4, 2018

Attachment 2: Cooperative Agreement TransNet Funds Contribution, dated July 17, 2018



September 4, 2018

Mr. Mike Thornton  
San Elijo Joint Powers Authority  
2695 Manchester Avenue  
Cardiff, California 92007

Re: FINAL Proposal for Civil Engineering and Environmental Services – Manchester/SEJPA  
Intersection and Multi-Use Path

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to and San Elijo Joint Powers Authority (“SEJPA” or “Client”) to provide civil engineering and environmental services for major drainage improvements, a lighted shared-use trail within the San Elijo Water Reclamation Facility (“SEWRF”) property, and entrance improvements along the SEWRF frontage, including curb and gutter, sidewalk, street-level enhanced trail crossing, traffic calming measures, Class 2 bike lanes, and pedestrian-activated traffic control device.

### ***Project Understanding***

It is our understanding that SEJPA and Caltrans intend to enter into a contribution agreement for the preparation of construction documents for the improvements identified in detail below, including project permitting through various agencies. Under such an agreement, Kimley-Horn would contract directly with SEJPA and Caltrans would contribute funds under said agreement for the Consultant services specified herein.

The project includes: roadway and shared-use trail crossing improvements within Manchester Avenue along the frontage of the SEWRF located at 2965 Manchester Avenue in Cardiff, California and necessary transitions to existing roadway improvements east and west of SEWRF’s frontage; reinforced concrete box and/or rectangular channel improvements to convey the 100-year return-frequency storm through the SEWRF property, including attenuation of peak flow volumes, if feasible; and, a lighted improved shared-use trail west and north of existing and future SEWRF operational areas, including grading, security fencing, drainage and storm water quality improvements, and connections/transitions to trail improvements at Manchester Avenue and to Class 1 bikeway improvements within Interstate-5 at the northeast corner of the SEWRF property.

The existing topographic survey and preliminary design files provided by the Client will be used as the basis for our design. It is anticipated that supplemental surveying data will be required and is included in Consultant’s scope and fee.

### ***Scope of Services***

Kimley-Horn will provide the services specifically set forth below.

- Manchester Avenue Roadway design to include:
  - Stop-controlled driveways at the entrances to the SEWRF and San Elijo Lagoon Nature

- Center, including center turn lanes within Manchester Avenue
  - Grading/small retaining wall at the southeast corner of the SEWRF property
  - Pavement Design based on R-Value Testing
  - Class 2 bike lanes
  - Traffic calming measures
  - Enhanced ADA-compliant pedestrian crossings at the SEWRF driveway and across Manchester Avenue
  - Pedestrian-activated traffic control devices, if warranted
  - Curb, gutter, sidewalk, and pedestrian trail improvements
  - ADA-compliant connection to trailhead and SEWRF public parking
  - Storm Water Quality Technical Report (One report proposed for entire project)
  - Storm water quality structural and best management practices (BMPs) and hydromodification measures, all in compliance with State and local National Pollutant Discharge Elimination System (NPDES) requirements, including temporary and permanent erosion and sedimentation control measures.
  - Construction Storm Water Pollution Prevention Plan (SWPPP) (One plan proposed for entire project, including channel and trail improvements)
  - Roadway signing and striping
  - Transition of new improvements to existing and proposed roadway improvements east and west of the SEWRF
- Storm Water Channel design to include:
    - Channel Hydraulic Analysis for the new and existing major drainage facilities within the SEWRF property for sizing of the storm water channel and determination of water surface elevations, including potential upstream detention of 5-year, 10-year, 25-year, 50-year, and 100-year return-frequency storm events. Existing hydrologic data prepared by Caltrans as part of the I-5/San Elijo project will be used for the hydraulic analysis.
    - Geotechnical analysis and recommendations to supplement existing data
    - Channel maintenance access
    - Site grading to support maintenance access and shared-use trail
- Shared-Use Trail design to include:
    - Grading and embankment slopes and berms to provide 10 to 12 foot-wide improved shared-use trail within 14 to 16-foot-wide graded width flat pad, plus flat maintenance access, as needed
    - Geotechnical analysis and recommendations
    - Security fencing
    - Trail lighting to provide average maintained illumination of 0.5 foot-candles (*required lighting level needs to be verified with City of Encinitas*).
    - Storm Water Quality Technical Report (One report proposed for entire project)
    - Storm water quality structural and non-structural best management practices (BMPs) and hydromodification measures, all in compliance with State and local National Pollutant Discharge Elimination System (NPDES) requirements, including temporary and permanent erosion and sedimentation control measures.
    - Surface drainage improvements, including graded earthen swale and localized storm water collection and conveyance
    - Connections/transitions to trail improvements at Manchester Avenue and to Class 1 bikeway improvements within Interstate-5 at the northeast corner of the SEWRF



- property
  - Landscape and irrigation plans
  - Open space easement boundary revisions, including preparation of plats and legal descriptions and obtaining conservation easement amendment approval
  - Preparation of trail and channel maintenance easements
  - Preparation of up to two applications for state of local funding, such as Active Transportation and/or Recreational Trail Grants
- Technical Specifications
- Quantity calculations, Opinion of Probable Construction Cost (OPCC), and Bid Sheets
- Project Management and Coordination/Meetings
- California Environmental Quality Act (CEQA) Requirements
  - Biological Surveys/Technical Study
  - Cultural, Paleontological, Air/Green House Gases (GHG) Technical Studies
  - CEQA Addendum to existing Mitigated Negative Declaration (MND)
- Environmental Compliance and Agency Permitting
  - City of Encinitas – Plan Approvals, Construction Permit(s), and Coastal Development Permit
  - California Coastal Commission – Coastal Development Permit
  - U.S. Army Corps of Engineers – Clean Water Act (CWA) Section 404 Nationwide Permit
  - Regional Water Quality Control Board – CWA Section 401 Water Quality Certification
  - California Department of Fish & Wildlife – CA Section 1602 Streambed Alteration Agreement
- Traffic Control and Construction Phasing Plans
- Bid support, including preparation of responses to Requests for Information
- *EXCLUSIONS:*
  - Design Services during Construction
  - As-builts

**Subconsultants**

Kimley-Horn will utilize the following subconsultants for this project:

- Helix Environmental Planning – CEQA, Environmental Compliance and Permitting, and Conservation Easement Amendment
- Aguirre & Associates, Inc. – Supplemental Surveying
- Southern California Soil & Testing (SCS&T) – Supplemental Geotechnical Investigation

## ***Task 1 - Project Coordination, Meetings, and Management***

Kimley-Horn will perform project management and administration services consisting of preparation and administration of subconsultant contracts, invoicing (with associated back up), monitoring progress against budget and overall quality assurance (QA). Specific quality control (QC) efforts for each deliverable are included in the task covering that deliverable.

This task also consists of meetings and coordination with the Client and reviewing agencies. This task captures effort related to the preparation for, travel for, attendance of, and follow up required for those meetings, conference calls, and design coordination for the Project. Due to the unknown extent of effort for the meetings and Kimley-Horn's required presence at the meetings, the total number of meetings has been estimated based upon our experience on similar projects; more meetings than estimated would be considered additional work beyond the scope of services identified herein.

Kimley-Horn will attend the following meetings:

- A Kick-off meeting.
- Up to 16 total meetings with Client, City of Encinitas, California Coastal Commission and Resource Agencies.
- Pre-Construction Meeting

### **Task 1 - Deliverables:**

- A summary of each meeting, including action items and responsible parties, in PDF format.

## ***Task 2 - Review Existing Data and Information Provided by Client and Caltrans and Determine Additional Data Needed to Complete the Project Tasks***

### **Task 2.1 Additional Surveying**

Kimley-Horn will determine additional surveying needed to complete the design tasks. Field surveying work will be performed by Aguirre & Associates, Inc.

### **Task 2.2 Additional Geotechnical Investigation and Recommendations**

Kimley-Horn anticipates that additional geotechnical investigation will be required on the northern portion of the property for the design of proposed cut and fill slopes for the shared-use trail, for the design of the proposed channel improvements, and for the determination of R-Values for the design of roadway and shared-use trail pavement structural sections. Additional geotechnical investigation work will be performed by Southern California Soil & Testing, Inc.

### **Task 2 - Deliverables:**

- Updated base maps and topography if additional surveying is required.
- Report of geotechnical findings and recommendations, including design parameters and constraints.
- Hydrologic Study, if not previously prepared by Caltrans.

## ***Task 3 – Prepare Civil Engineering and Electrical Plans, Reports, Studies, Specifications, and Estimates (PS&E)***

Kimley-Horn will submit engineering plans and required reports, studies, and investigations at the 40%, 90%, and 100% (Final) completion levels and will submit technical specifications, opinion of probable construction cost (OPCC), and bid sheets at the 90% and 100% (Final) completion levels for submittal to SEJPA and permitting agencies, as appropriate.

Kimley-Horn will incorporate Client and agency comments into the 90% plans and reports, as appropriate, in response to comments made on the 40% submittal.

Kimley-Horn will incorporate Client and agency comments into the 100% (Final) plans and reports, as appropriate, in response to comments made on the 90% submittal.

**Task 3 - Deliverables:**

- First Submittal – 40% Plans; draft Water Quality Technical Report; draft Report of Geotechnical Findings and Recommendations (including design parameters and geologic constraints); draft Hydrologic Study (if not previously prepared by Caltrans); and, draft Hydraulic Analysis.
- Second Submittal – 90% Plans; revised Water Quality Technical Report; final Report of Geotechnical Findings and Recommendations; final Hydrologic Study (if required); final Hydraulic Analysis; draft Technical Specifications; draft OPCC; and, draft bid sheets.
- Final Submittal – 100% Plans, final Water Quality Technical Report; final Technical Specifications; final OPCC, and, final bid sheets.

**Task 4 – Environmental Compliance and Permitting**

Kimley-Horn and Helix Environmental Planning will perform additional studies and technical studies necessary to file and obtain approval of an addendum to SEJPA's existing Mitigated Negative Declaration.

Kimley-Horn and Helix Environmental Planning will obtain permits/entitlements and approvals from the City of Encinitas, Caltrans, California Coastal Commission, United States Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish & Wildlife for proposed construction.

Kimley-Horn and Helix Environmental Planning will prepare plats and legal descriptions and will process a Conservation Easement Amendment as described hereinabove to adjust conservation easement boundaries.

**Task 4 - Deliverables:**

- California Environmental Quality Act (CEQA) – Biological Surveys and Technical Studies and CEQA Addendum to existing Mitigated Negative Declaration (MND).
- City of Encinitas – Plan Approvals, Construction Permit(s), Coastal Development Permit, and Conservation Easement Amendment
- California Coastal Commission – Coastal Development Permit and Conservation Easement Amendment
- U.S. Army Corps of Engineers – CWA Section 404 Nationwide Permit
- Regional Water Quality Control Board – CWA Section 401 Water Quality Certification
- California Department of Fish & Wildlife – CA Section 1602 Streambed Alteration Agreement
- Trail and Storm Channel Easements

## Information Provided by Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing AutoCAD files within the project area.
- Existing geotechnical data and reports for the SEWRF site and Manchester Avenue within the project area.
- Existing reports, studies, and documents performed on behalf of SEJPA or by Caltrans within the project area.

## Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the agreed upon schedule.

## Fee and Expenses

Kimley-Horn will perform the services listed below on a labor fee plus expense basis. Individual task amounts are provided for budgetary purpose only. Labor fee will be billed on an hourly basis according to our and our subconsultants' current rates. Actual budget for hourly tasks may be more or less than the estimated budget.

	<b>Task Estimate</b>
<b>Project Coordination, Meetings, and Management</b>	
<b>Task 1 Project Coordination, Meetings, and Management</b>	\$ 32,000
<b>Task 2 Review Existing Data and Information Provided by Client and Caltrans and Determine Additional Data Needed to Complete the Project Tasks</b>	
Additional Surveying	\$ 25,000
Additional Geotechnical Investigation	\$ 30,000
<b>Task 3 Prepare Civil Engineering and Electrical Plans, Reports, Studies, Specifications, and Estimates (PS&amp;E)</b>	\$208,000
<b>Task 4 Environmental Compliance and Permitting</b>	<u>\$155,000</u>
<b>Total, Tasks 1 thru 4</b>	<b>\$450,000</b>

Direct reimbursable expenses such as express delivery services, fees, air travel, subconsultant costs, and other direct expenses will be billed at cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees will be immediately issued to and paid by the Client. Reimbursable expenses will be invoiced based upon expenses incurred.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

## Alternative Delivery Methods

This proposal and scope of work is valid for design-bid-build project delivery as well as alternative delivery methods, including:

- Construction Manager/General Contractor (CMGC), in which Kimley-Horn would be under direct contract with SEJPA, and
- Design-Build, in which Kimley-Horn could be under direct contract with SEJPA or SEJPA's Design-Build Contractor, but under the same contract terms and conditions as SEJPA's standard consultant engineering contract.

## Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to San Elijo Joint Powers Authority.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to \_\_\_\_\_

Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Kirk P. Ammerman, PE  
Senior Project Manager



Dennis Landaal, PE  
Senior Vice President

c: Mike Konicke, SEJPA  
Pete Ritchey, Kimley-Horn

**San Elijo Joint Powers Authority**

By:

\_\_\_\_\_, General Manager

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Print or Type Name)

\_\_\_\_\_

(Email Address)

Attest:

\_\_\_\_\_, Secretary/Assistant Secretary

\_\_\_\_\_

(Print or Type Name)

Client's Federal Tax ID: \_\_\_\_\_

Client's Business License No.: \_\_\_\_\_

Client's Street Address: \_\_\_\_\_

\_\_\_\_\_

Attachment – Request for Information

Attachment – Standard Provisions

**Request for Information**

*Please return this information with your signed contract; failure to provide this information could result in delay in starting your project*

**Client Identification**

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

**Property Identification**

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

**Property Owner Identification**

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

**Project Funding Identification – List Funding Sources for the Project**


*Attach additional sheets if there are more than 4 parcels or more than 4 owners*

## KIMLEY-HORN AND ASSOCIATES, INC.

### STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.10 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Invoices are due and payable upon presentation. Client shall pay Consultant a time-price differential of one and one-half percent (1.5%) of the outstanding amount of each invoice that is overdue for more than 30 days. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after presentation, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including recording liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole



risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of California. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**COOPERATIVE AGREEMENT**  
***TransNet Funds Contribution***

This AGREEMENT, effective on July 17, 2018, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and San Elijo Joint Powers Authority, a joint powers authority operating as a county sanitation district, referred to hereinafter as SAN ELIJO JPA. Each of the parties to this AGREEMENT may be referred to individually as a "PARTY" and collectively as the "PARTIES."

**RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code sections 114 and 130.
2. The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments.
3. SAN ELIJO JPA intends to design a bicycle-pedestrian node and the North Coast Bike Trail from the southerly to the northerly limits of SAN ELIJO JP A property and is referred to herein as PROJECT. PROJECT is located outside of the SHS (See Attachment A).
4. PROJECT is a one of the Community Enhancements in the City of Encinitas preliminarily identified in the CALTRANS Interstate 5 (I-5) North Coast Corridor (NCC) Final Environmental Impact Report/Environmental Impact Statement (EIR/EIS).
5. PROJECT is included in the NCC Public Works Plan/Transportation Resource Enhancement Program (I-5 NCC POW/TREP).
6. CALTRANS has an environmental and I-5 NCC PWP/TREP commitment to the California Coastal Commission to ensure that PROJECT is constructed by the year 2020 (See Attachment B).
7. The I-5 NCC EIR/EIS is listed and funding identified on Table 1, MPO ID: CAL09, Amendment 16-13 of the 2016 Regional Transportation Improvement Program. (See Attachment C).
8. CALTRANS will contribute to SAN ELIJO JP A the amount of \$450,000 from TransNet funds required for design and permitting of PROJECT.

9. CALTRANS and SAN ELIJO JPA will enter into a separate construction agreement for PROJECT.
10. SAN ELIJO JPA will enter into a separate agreement with the City of Encinitas for the maintenance of the PROJECT.
11. PARTIES hereby set forth the terms, covenants, and conditions for CALTRANS' contribution toward PROJECT.

### **SCOPE**

12. SAN ELIJO JPA is responsible for completing all environmental, permits, right of way and design, including specifications, for PROJECT.
13. CALTRANS will provide design oversight for PROJECT.
14. SAN ELIJO JPA will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT.
15. CALTRANS will contribute the fixed amount of \$450,000 for design and permitting of PROJECT from TransNet funds.

### **INVOICE & PAYMENT**

16. SAN ELIJO JPA will invoice CALTRANS for the amount of \$450,000 after execution of this Agreement.
17. CALTRANS will pay SAN ELIJO JPA within 90 (ninety) calendar days of receipt of invoice.
18. PARTIES agree that the total amount of TransNet funds paid out to SAN ELIJO JPA will not exceed \$450,000. If the fixed amounts listed in the SCOPE are exceeded, the SAN ELIJO JPA will provide documentation and PARTIES will amend this agreement. After execution of amendment the SAN ELIJO JPA will invoice CALTRANS for the specified amendment amount and CALTRANS will pay SAN ELIJO JPA within 90 (ninety) calendar days of receipt of invoice.
19. After PARTIES agree that all work for PROJECT is complete, SAN ELIJO JPA will submit a final accounting for all costs. Based on the final accounting, SAN ELIJO JPA will refund or invoice as necessary in order to satisfy the financial commitment of this AGREEMENT.

## **GENERAL CONDITIONS**

20. All obligations of CALTRANS under the terms of AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
21. If SAN ELIJO JPA fails to complete the PROJECT by January 1, 2021 for any reason, other than causes beyond its control, SAN ELIJO JP A will refund the full amount of CALTRANS' contribution.
22. SAN ELIJO JPA will retain all PROJECT related records for four (4) years after the final payment.
23. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.
24. HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.
25. The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.
26. If HM-1 or HM-2 is found during construction, SAN ELIJO JPA will immediately notify CALTRANS.
27. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to PROJECT schedule.  
  
CALTRANS, independent of PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing SHS right of way.
28. If HM-1 is found within the PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SAN ELIJO JPA, in concert with the local agency having land use jurisdiction, will ensure that HM-I MANAGEMENT is undertaken with minimum impact to PROJECT schedule.  
  
The cost of HM-1 MANAGEMENT for HM-I found within the PROJECT limits and outside the existing SHS right of way will be the responsibility of the owner(s) of the parcel(s) where the HM-I is located.
29. SAN ELIJO JPA is responsible for HM-2 MANAGEMENT within the PROJECT limits.



30. HM-2 MANAGEMENT costs are PROJECT costs.
31. Neither SAN ELIJO JPA nor its member agencies, nor any officer or employee thereof, is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SAN ELIJO JPA and all of its officers, employees, and member agencies from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under AGREEMENT.
32. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SAN ELIJO JPA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SAN ELIJO JPA under AGREEMENT. It is understood and agreed that SAN ELIJO JPA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SAN ELIJO JPA, its contractors, sub-contractors, and/or its agents under AGREEMENT.
33. If the work performed on PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 SAN ELIJO JP A must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. SAN ELIJO JPA agrees to include prevailing wage requirements in its contracts for public work. Work performed by SAN ELIJO JPA's own forces is exempt from the Labor Code's Prevailing Wage requirements.  
  
SAN ELIJO JPA shall require its contractors to include prevailing wage requirements in all subcontracts funded by AGREEMENT when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in SAN ELIJO JPA contracts.
34. AGREEMENT is intended to be PARTIES final expression and supersedes all prior oral understandings pertaining to PROJECT.
35. Unless otherwise documented in a maintenance agreement, SAN ELIJO JPA will maintain all PROJECT improvements.

- 36. **AGREEMENT will terminate upon CALTRANS' acceptance of PROJECT. However, all indemnification and maintenance articles of AGREEMENT will remain in effect until terminated or modified in writing by mutual agreement.**

## CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to AGREEMENT.

The primary Agreement contact person for CALTRANS is:

Arturo Jacobo, PE, Project Manager  
4050 Taylor Street, MS-331  
San Diego, CA 92110

Office Phone: (619) 688-6816  
Email: Arturo.jacobo@dot.ca.gov

The primary Agreement contact person for SAN ELIJO JPA is:

Michael T. Thornton, PE, General Manager  
2695 Manchester Avenue  
Cardiff by the Sea, CA 92007

Office Phone: (760) 753-6203 ext. 72  
Email: thornton@sejpa.org



**SIGNATURES**

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into AGREEMENT.
3. The people signing AGREEMENT have the authority to do so on behalf of their public agencies.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**SAN ELIJO JOINT POWERS  
AUTHORITY**

\_\_\_\_\_  
CORY BINNS  
District 11 Director

  
\_\_\_\_\_  
MICHAEL T. THORNTON  
General Manager

VERIFICATION OF FUNDS AND  
AUTHORITY:

\_\_\_\_\_  
CARMEL GOLEMBIEWSKI  
District Budget Manager

\_\_\_\_\_  
GLENN B. MUELLER  
Assistant Chief Counsel

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

September 10, 2018

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: CAPITAL IMPROVEMENT PROGRAM UPDATE

RECOMMENDATION

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

BACKGROUND

The San Elijo Joint Powers Authority (SEJPA) has a responsibility to maintain permit compliance with regulatory agencies and legal agreements with customers to provide wastewater and recycled water services. Proactive asset management and capital improvement planning are key components in keeping these commitments.

In 2014, SEJPA retained the services of Carollo Engineers to conduct an evaluation of the wastewater and recycled water capital assets owned by the SEJPA at the San Elijo Water Reclamation Facility.

The results of the evaluation and Carollo's recommendations were documented in the 2015 Facility Plan. Recommended projects were prioritized using a "triple-bottom line" approach to evaluate and weight each project against the others using three main factors:

- Financial (30%): Implement cost effective projects and solutions. Maximize economic benefits for customers through cost-effective operations.
- Environmental (35%): Meet or exceed permit requirements and minimize reportable violations. Improve habitat and minimize impacts to the environment.
- Social (35%): Maintain a high standard of work safety and maximize community benefits through improved aesthetics and recreational uses.

The recommendations from the 2015 Facility Plan created the foundation for the SEJPA Capital Improvement Program, which includes regulatory compliance analysis, risk assessment for system failure, project prioritization, and budgetary cost estimates.

In 2017, the SEJPA successfully secured \$23.9 million in a bond offering to fund the completion of the majority of recommended capital projects. Staff bundled the projects into four phases in

order to prioritize capital spending, streamline project delivery, minimize community impacts, and reduce cost through economies of scale.

## DISCUSSION

Phase I of the SEJPA Capital Improvement Program is currently in construction and includes the Land Outfall Replacement, Preliminary Treatment Upgrades, and Odor Control Improvements.

- The Land Outfall Replacement project replaced the existing 30-inch diameter asbestos-concrete land outfall pipeline that was installed in 1965. The new pipeline has an installation length of approximately 2,600 linear feet, is constructed of high density polyethylene (HDPE), and installed at a greater depth than the original pipeline to minimize conflicts with other buried utilities and future construction projects.
- The Preliminary Treatment and Odor Control projects have been combined into one construction contract. This project will replace or improve existing treatment equipment and tanks associated with the initial treatment process (referred to as Preliminary Treatment) at the San Elijo Water Reclamation Facility. In addition, improvements will be made to the odor control system that services this area of the facility.

Phase II is currently in the design and permitting stage, and consists primarily of a bundle of projects referred to as the Building and Site Improvements Program, which includes the following:

- New buildings
- Road and parking improvements
- Fire system modernization
- Solar power generation
- Storm water conveyance, attenuation, and treatment improvements
- New perimeter security fencing
- Potential regional bike/pedestrian path and traffic control improvements on Manchester Avenue in cooperation with Caltrans and the City of Encinitas

Staff is currently seeking qualifications from construction firms that are experienced with the type of work proposed and the CMAR alternative delivery method in order to expedite the project schedule and control project costs. Coordination with resource agencies is also underway to define project permitting requirements. The SEJPA and Caltrans developed a cooperative agreement (CA) for engineering and environmental services that was recently finalized. The CA for construction cost is in development. Delays on Caltrans' work elements have impinged the overall Building and Site Improvement project schedule, and staff is evaluating options for schedule recovery.

Phase II also includes Integrated Regional Water Management (IRWM) recycled water pipelines, electrical upgrades to power distribution system MS-2, and hardware and software improvements to the Supervisory Control and Data Acquisition (SCADA) system.

The IRWM recycled water pipelines, also known as the Encinitas Ranch Recycled Water Expansion project, was advertised for construction bids in July and awarded in August to

Burtech Pipeline, Inc. Construction is anticipated to begin in October, with a likely construction duration of 6 months. Staff pre-purchased the booster pump equipment for the project in order to shorten the construction duration and minimize impacts to the community. The pump vendor is currently preparing submittals for approval prior to fabrication.

The 2018 SCADA Upgrade project was advertised for construction bids in July, and bids were opened in August. Staff is recommending award of the project to the Board in a separate staff report. The project is anticipated to begin in September 2018, with a construction duration of approximately 7 months. In order to maximize potential project synergies and minimize costs, staff is considering consolidation of the electrical project into the Building and Site Improvements Program.

Phase III, the Solids Treatment Project, is in the pre-design phase. A Project Definition Report (PDR) is currently in development to provide an evaluation of the design alternatives and a preferred project for final design. Design is expected to be complete by the fourth quarter of 2019, with bidding and construction beginning first quarter of 2020.

Phase IV consists of Resource Recovery and Reuse projects including water storage, process optimization, and energy efficiency projects. This phase is currently in early stages of research and development.

#### FINANCIAL IMPACT

There is no overall financial impact associated with this staff report. Budget and funding adjustments will be made as these capital projects are developed, awarded, and constructed. The 2017 Clean Water Bonds and grant funding, combined with current and future cash contributions for capital projects, is the financial basis for the SEJPA Capital Improvement Program.

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

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

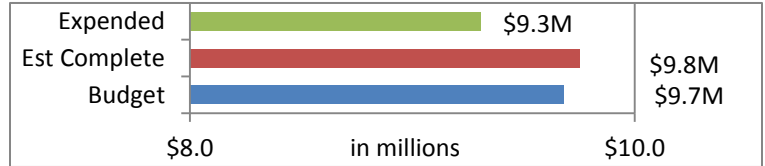
Attachments: Capital Project Status Reports



# Land Outfall Replacement Project



**Capital Program:** Phase I  
**Project Status:** Construction  
**Notice to Proceed:** May 2017  
**Est. Completion Date:** June 2018



## Timeline

<b>Construction Start</b> May 2017	<b>Original End Date</b> March 2018	<b>Substantial Completion</b> June 2018
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	<b>Budget</b>	<b>Change</b>	<b>Forecast</b>	<b>Expended</b>	<b>Remaining</b>	<b>% Complete</b>
Construction	\$ 8,553,000	\$ 208,014*	\$ 8,761,014	\$ 8,470,091	\$ 290,923	97%
CM/Engr/Env	698,175	294,531	992,706	838,265	154,441	84%
Contingency	428,000	-428,000	-0-	-0-	-0-	
<b>Total:</b>	<b>\$ 9,679,175</b>	<b>\$ 74,545</b>	<b>\$ 9,753,720</b>	<b>\$ 9,308,356</b>	<b>\$ 445,364</b>	<b>95%</b>

\*submitted change order amount is in dispute. SEJPA and contractor are in negotiations.

## Project Description

The work includes installation of (approximate lengths) 2,600 feet of 30-inch diameter HDPE pipe via horizontal directional drilling (HDD), 400 feet of 30-inch pipe via open trench construction, 300 feet of dual 10-inch force mains via open trench construction, and 110 feet of 60-inch steel casing under Coast Highway. The HDD began at Cardiff State Beach, continued beneath Coast Highway (through the steel casing), the San Elijo Lagoon, NCTD railroad, the Nature Center, and Manchester Avenue before daylighting at the San Elijo Water Reclamation Facility (SEWRF). Tie-ins to the new pipeline were made at the beach and at the SEWRF. Project work sites will be restored after all work is complete.

## Work Completed: May 2017 – August 2018

Ongoing environmental surveys and coordination with the City, County, and Lagoon Restoration and NCC projects. Met with City of Escondido to coordinate shutdown/tie-in work. Excavated and installed Escondido outfall piping and connected to the new outfall system. Completed restoration of the beach site, roadways, and plant. Began negotiation of final contract Change Orders.

## Planned Work: September 2018

Complete negotiation of final contract Change Orders.

## Priorities or Issues to be Resolved

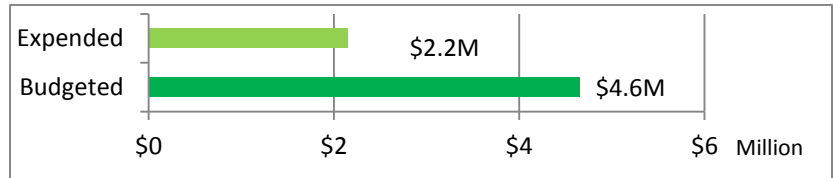
Negotiate final Change Orders.



# Preliminary Treatment & Odor Control Upgrades



**Capital Program:** Phase I  
**Project Status:** Construction  
**Notice to Proceed:** June 2017  
**Est. Completion Date:** October 2018



## Timeline

**Construction Start**  
 June 2017

**Est. Completion**  
 October 2018



Budget	Budget	Change	Forecast	Expended	Remaining	% Expended
Construction:	\$3,871,480	\$34,243	\$3,905,723	\$1,742,422	\$ 2,163,301	45%
CM/Engineering:	582,137	0	582,137	409,342	172,795	70%
Contingency:	193,570	-34,243	159,327	0	159,327	0%
<b>Total:</b>	<b>\$4,647,187</b>	<b>\$0</b>	<b>\$4,647,187</b>	<b>\$ 2,151,764</b>	<b>\$ 2,495,423</b>	<b>46%</b>

## Project Description

The project consists of the construction of new concrete treatment structures, installation of new screening and dewatering equipment, rehabilitation of existing concrete channels and structures, and replacement of aging chemical storage tanks. The work also includes the replacement of aging mechanical, electrical, and other components associated with treatment odor control systems necessary to capture and remove odors and corrosive gases.

## Work Completed: May 2018 - August 2018

Constructed concrete headworks structure and began tie-in to the existing headworks. Installed the east Olivenhain/Cardiff Forcemain. Installed chemical tanks, chemical pump skids, and majority of chemical piping. Began odor control ductwork installation. Received major project equipment including the electrical panels, screens, sluice, washer compactors and began installation. Repaired and recoated the scum well, portions of the headworks and existing channels. Completed installation of grit building interior lighting.

## Planned Work: September 2018

Complete coating of the new headworks and installation of screens. Bypass the Solana Beach Pump Station and the headworks to begin restoration of the existing headworks. Install electrical panels and begin landing conductors. Complete installation of odor control system. Install washer compactors in grit building. Prepare for start-up and test of equipment. Begin backfill and grading prior to final paving. Finalize upcoming change orders and manage costs within allowance of project contingency.

## Priorities or Issues to be Resolved

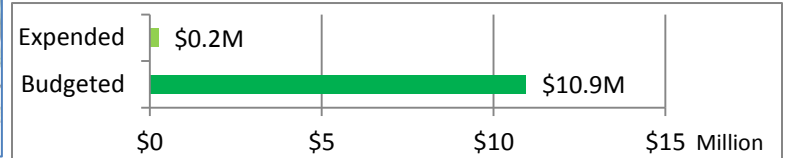
Finalize Bypass Pumping Plan. Complete installation of odor control system.



# Building and Site Improvements



**Capital Program:** Phase II  
**Project Status:** Design/Permitting  
**Design Start:** March 2017  
**Est. Design Completion:** June 2019  
**Est. Construction Completion:** March 2021



## Timeline



## Budget

	Budget	Expended	Remaining	% Expended
Building Program:	\$7,690,000	\$219,415	\$7,470,585	3%
Site Improvements:	3,050,000	24,733	3,025,267	1%
Solar (PPA):	200,000	0	200,000	0%
<b>Total:</b>	<b>\$10,940,000</b>	<b>\$244,148</b>	<b>\$10,695,852</b>	<b>2%</b>

## Project Description

Work consists of replacing aging administration, operations, and maintenance buildings; enhancing safety, security and public interface, improving storm water capture and treatment, and modernization of fire fighting and suppression system. Solar power, energy efficiency, and other Climate Action Plan measures will be incorporated. Planned community benefits include public parking, regional bicycle/pedestrian path, and traffic calming measures. Opportunities for interactive learning, community benefits, and education will be integrated into the site design.

## Work Completed: May 2018 – August 2018

Ongoing coordination with resource agencies, Caltrans, and the City on bike path/traffic improvements and cost sharing agreement. Overall progress slowed due to negotiations with Caltrans. Initiated Construction Manager at Risk (CMAR) alternative construction delivery method in order to accelerate schedule and control project costs. Issued RFQ for CMAR teams and held Pre-Submittal meeting with prospective bidders. Executed Caltrans' Cooperative Agreement for design and environmental services.

## Planned Work: September 2018

Reach agreement with Caltrans on project construction costs and develop contribution agreement for construction for bike/pedestrian path and traffic control improvements. Pursue open space easement modifications with Coastal Commission. Develop RFP and design documents. Receive and review RFQ submittals and issue Request for Proposals to qualified bidders.

## Priorities or Issues to be Resolved

Finalize construction cost sharing agreement. Obtain Coastal Commission approval on bike path and easements.





# IRWM Recycled Water Pipelines



**Capital Program:** Phase II  
**Project Status:** Construction  
**Construction Start:** October 2018  
**Est. Construction Completion:** March 2019



### Timeline

**Construction Start** **Est. Completion**  
 October 2018 March 2019

Budget	Budget	Expended	Remaining	% Expended
Construction Schedule A	1,298,000	\$0	1,298,000	0%
Construction Schedule B	343,000	0	343,000	0%
CM/Engr/PR	274,683	0	274,683	0%
Contingency (15%):	287,352	0	287,352	0%
IRWM Grant funds:	(525,000)	0	(525,000)	--
Cost Share (Booster Pump Station):	(150,000)	0	(150,000)	--
<b>PROJECT TOTAL:</b>	<b>\$1,528,035</b>	<b>\$0</b>	<b>1,528,035</b>	<b>0%</b>

### Project Description

Schedule A includes construction of a booster pump station and recycled water pipeline extension. The 1.5 mile small diameter (6-inch to 8-inch) pipeline will serve the community of Encinitas Ranch, two agricultural users, and the City of Encinitas trail system. The project is a key component of the SEJPA's \$2.5M IRWM grant. The project is anticipated to offset 45 acre-feet per year of potable water use for landscape irrigation or approximately 50% of the total IRWM project potable water offset. Schedule B includes construction of 1,100 feet of 6-inch pipeline intended to serve HOA's along Requeza Street.

### Work Completed: May 2018 – August 2018

Obtained Coastal Development permit. Finalized Booster Pump Station architectural design with ERGA. Executed easement documents with ERCA, ERGA, SDWD, and Foxpoint Farms. Finalized agreements to provide construction laydown yards adjacent to the pipeline alignments. Advertised and awarded the contract for the pump skid to expedite project schedule. Pump vendor is currently obtaining submittals for review and approval prior to order placement. Project advertised and awarded to Burtech Pipeline. Burtech is currently obtaining all necessary bonds and insurances.

### Planned Work: September 2018

Finalize contract documents with Burtech. Conduct pre-construction meeting with Contractor and issue official Notice to Proceed. Begin submittal approval process for project equipment and materials.

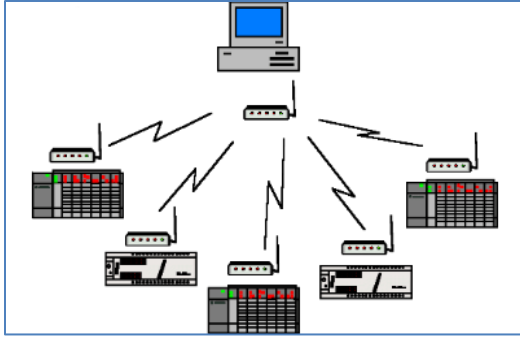
### Priorities or Issues to be Resolved

Meeting with Requeza Street HOA's to determine if Schedule B will be awarded. Begin public outreach and coordination effort with the Encinitas Ranch community.

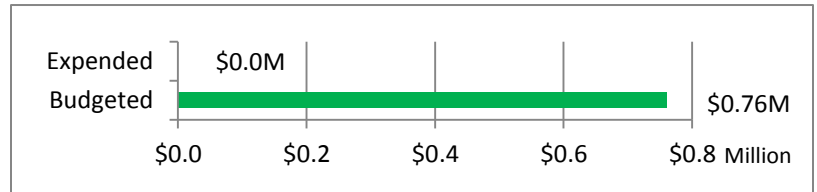




# 2018 SCADA Upgrade Project



**Capital Program:** Phase II  
**Project Status:** Construction  
**Notice to Proceed:** TBD  
**Est. Completion Date:** April 2019



## Timeline

**Construction Start**  
 September 2018

**Est. Completion**  
 April 2019



Budget	Budget	Expended	Remaining	% Expended
Construction	560,000	\$0	560,000	0%
CM/Engineering	63,200	0	63,200	0%
Contingency (10%):	62,320	0	62,320	0%
<b>PROJECT TOTAL:</b>	<b>\$685,520</b>	<b>\$0</b>	<b>\$685,520</b>	<b>0%</b>

## Project Description

The Work consists of SCADA System improvements including new hardware, software, programming, equipment installation, system testing and commissioning, warranty, training and support services. Hardware includes servers, data historians, monitors, programmable logic controllers, and equipment panels. Software to replace 11 workstations with remote terminals will also be supplied. Programming, hardware/software, and equipment installation will be performed at six functional areas within the San Elijo Water Reclamation Facility and at five wastewater pump stations located within the cities of Encinitas and Solana Beach. Cybersecurity enhancements are also included to help identify, protect, detect, respond, and recover from cyber threats.

## Work Completed: May 2018 – August 2018

Carollo Engineers completed the bidding documents and issued a request for bids to two pre-qualified SCADA integration companies. SEJPA conducted a pre-bid meeting and site walk for the project on August 2, 2018 and publicly opened bids on August 23, 2018.

## Planned Work: September 2018

Consider award of contract to lowest responsive and responsible bidder at the September 10, 2018 Board meeting. If bid is accepted, issue notice of award and project contract for execution. Conduct kickoff meeting with the SCADA project team.

## Priorities or Issues to be Resolved

Award contract and conduct kickoff meeting to maintain project schedule.