

AGENDA
SAN ELIJO JOINT POWERS AUTHORITY
MONDAY, MARCH 9, 2020 AT 8:30 AM
SAN ELIJO WATER CAMPUS – CONFERENCE ROOM
2695 MANCHESTER AVENUE
CARDIFF BY THE SEA, CALIFORNIA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ORAL COMMUNICATIONS (NON-ACTION ITEM)
5. AWARDS AND RECOGNITION
 - Jose Garcia, Lead Mechanic, 5 Years of Service
6. * **CONSENT CALENDAR**
7. * APPROVAL OF MINUTES FOR FEBRUARY 25, 2020 MEETING
8. * SAN ELIJO JOINT POWERS AUTHORITY PAYMENT OF WARRANTS
9. * SAN ELIJO WATER CAMPUS TREATED EFFLUENT FLOWS – MONTHLY REPORT
10. * SAN ELIJO WATER RECYCLING PROGRAM – MONTHLY REPORT
11. * AGREEMENT AMENDMENT FOR ENGINEERING SERVICES – SCADA PROJECT
12. * 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

13. **WATER CAMPUS IMPROVEMENT PROJECT – AWARD OF CONSTRUCTION PHASE AGREEMENTS**

1. Authorize the General Manager to amend the lease-purchase agreement with PLC Construction Inc. for Stage 2 “Construction Services” for a Guaranteed Maximum Price of \$18,410,000;
2. Authorize the General Manager to amend the professional engineering services agreement with Kimley-Horn and Associates, Inc. for an additional \$59,200;
3. Authorize the General Manager to amend the professional architectural services agreement with Roesling Nakamura Terada Architects, Inc. for an additional \$233,955;
4. Authorize the General Manager to enter into a professional environmental services agreement with Helix Environmental Planning, Inc. for an amount not to exceed \$131,200;
5. Authorize the General Manager to enter into a professional material testing services agreement with Southern California Soils & Testing, Inc. for an amount not to exceed \$119,609;
6. Authorize the General Manager to execute up to \$200,000 in aggregate for Owner related change orders; and
7. Discuss and take action as appropriate.

Staff Reference: General Manager

14. **GENERAL MANAGER’S REPORT**

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

15. **GENERAL COUNSEL’S REPORT**

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

16. **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.

17. **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".

A closed session will be held per Government Code Section 54957 (b), Public Employee Performance Evaluation; Title: General Manager.

18. CONSIDERATION OF GENERAL MANAGER EMPLOYMENT COMPENSATION

1. Discussion and possible action regarding General Manager's employment contract and/or compensation; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

19. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Monday, April 13, 2020 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. 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 Campus, 2695 Manchester Avenue, Cardiff, California
City of Encinitas, 505 South Vulcan Avenue, Encinitas, California
City of Solana Beach, 635 South Highway 101, Solana Beach, California
The notice was posted at least 72 hours prior to the meeting, in accordance with Government Code Section 54954.2(a).

Date: March 4, 2020



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

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE SPECIAL BOARD MEETING
HELD ON FEBRUARY 25, 2020
AT THE
SAN ELIJO WATER CAMPUS

Jody Hubbard, Chair

Kristi Becker, Vice Chair

A meeting of the Board of Directors of San Elijo Joint Powers Authority (SEJPA) was held Tuesday, February 25, 2020, at 8:30 a.m., at the San Elijo Water Campus at 2695 Manchester Avenue, Cardiff by the Sea, California.

1. CALL TO ORDER

Chair Hubbard called the meeting to order at 8:30 a.m.

2. ROLL CALL

Directors Present:

Jody Hubbard
Kristi Becker
Catherine Blakespear
David Zito

Directors Absent:

None

Others Present:

General Manager	Michael Thornton
Director of Operations	Chris Trees
Director of Finance and Administration	Amy Chang
Administrative Coordinator	Vanessa Hackney

SEJPA Counsel:

Procopio, Cory, Hargreaves & Savitch	Greg Moser
	Maryam Rastagar

City of Encinitas:

Assistant City Manager	Mark Delin
Director of Public Works	Carl Quiram
Assistant Director/Assistant General Manager	Isam Hireish

City of Solana Beach:

City Manager	Greg Wade
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3. PLEDGE OF ALLEGIANCE

Chair Hubbard led the Pledge of Allegiance.

4. ORAL COMMUNICATIONS

None

5. AWARDS AND RECOGNITION

General Manager Thornton recognized Michael Konicke's 5 years of service to San Elijo Joint Powers Authority.

6. CONSENT CALENDAR

Moved by Board Member Blakespear and seconded by Vice Chair Becker to approve the Consent Calendar.

Agenda Item No. 7 Approval of Minutes for the January 27, 2020 Meeting

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

Agenda Item No. 9 San Elijo Water Campus Treated Effluent Flows – Monthly Report

Agenda Item No. 10 San Elijo Recycled Water Program – Monthly Report

Motion carried with the following vote of approval:

AYES: Hubbard, Becker, Blakespear, Zito
NOES: None
ABSENT: None
ABSTAIN: None

11. ITEMS REMOVED FROM CONSENT CALENDAR

None

12. OCEAN OUTFALL 2019 INSPECTION

Chris Trees, Director of Operations, presented the 2019 ocean outfall inspection report, which was completed by Carollo Engineers and Marine Taxonomic Services, Inc. The San Elijo Ocean Outfall was found to be in excellent overall condition. Offshore areas of the outfall were stable and showed no signs of ballast movement, spalling, rust staining, cracking, or other deficiencies in the concrete pipe. Mr. Trees discussed recommendations for future maintenance activities for continued reliable operation of the San Elijo Ocean Outfall.

Moved by Board Member Zito and seconded by Board Member Blakespear to:

1. Accept and file the San Elijo Ocean Outfall Year 2019 Integrity Report prepared by Carollo Engineers.

Motion carried with the following vote of approval:

AYES: Hubbard, Becker, Blakespear, Zito
NOES: None
ABSENT: None
ABSTAIN: None

13. MID YEAR REVIEW OF OPERATING BUDGET

The General Manager presented the mid-year analysis of the SEJPA's FY 2019-20 financial forecast. Programs managed and operated by the SEJPA include: Wastewater Treatment, Laboratory Services, Ocean Outfall, Pump Stations, Stormwater Services, and Recycled Water. Mr. Thornton informed the Board of Directors that total operating expenses for the agency are expected to be under budget by \$42,692 or 0.6%. The forecast for the Recycled Water program is to deliver \$530,221 in revenue over expense.

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

14. WATER CAMPUS IMPROVEMENT PROJECT UPDATE

The General Manager updated the Board of Directors on the Water Campus Improvement project. Mr. Thornton stated that staff is in discussion with PCL Construction to finalize the Guaranteed Maximum Price (GMP), project schedule, and construction documents. This information will be incorporated into the lease-purchase agreement amendment and is anticipated to be presented at the March 2020 Board Meeting. The current project budget is approximately \$3.75 million or approximately 20% over the anticipated budget. To fund this gap, staff will seek additional cost support from Caltrans, as well as seek credit for the land contributed to the proposed multi-use trail to offset fees from the City of Encinitas. The remaining shortfall will be funded from existing future capital cash from the wastewater and recycled water programs.

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

15. GENERAL MANAGER'S REPORT

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

The General Manager stated SEJPA is working with Greg Moser and his team to update SEJPA's bylaws, this is anticipated to be brought to the Board during the March Board Meeting.

16. GENERAL COUNSEL'S REPORT

None

17. BOARD MEMBER COMMENTS

Board Member Zito stated that there is a possibility he may miss the next scheduled Board Meeting, March 9, 2020. The Board agreed to keep the next Board Meeting as scheduled.

18. ADJOURNMENT

The meeting adjourned at 10:38 a.m. The next Board of Directors meeting will be held on Monday, March 9, 2020 at 8:30 a.m.

Respectfully submitted,

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

Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
20-3
For the Month of February 2020

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
38208	Ametek Brookfield	Services - Maintenance	Loaner H2S analyzer	\$ 215.50
38209	Atlas Pumping Service Inc.	Services - Grease & Scum	Grease and scum pumping	\$ 554.88
38210	Complete Office	Supplies - Office	Various supplies	\$ 19.48
38211	CS-Amsco	Repair Parts Expense	Friction cone, valves	\$ 3,133.33
38212	Denali Water Solutions LLC	Services - Biosolids Hauling	December	\$ 19,793.02
38213	Detection Instruments Corp.	Shop Tools and Equip.	H2S sensor	\$ 507.65
38214	DMV	Services - Other	Safety records - 12/19 - 12/31/19	\$ 2.00
38215	Eurofins Calscience, Inc.	Services - Laboratory	Testing water samples	\$ 539.00
38216	Evantec Scientific	Supplies - Lab	Glucose-glutamic acid standard and BOD bottles 300ml	\$ 599.57
38217	Grainger, Inc.	Shop Tools and Equip.	Bench chain vise	\$ 534.85
38218	Hardy Diagnostics	Supplies - Lab	Lauryl tryptose broth SS and DS	\$ 672.04
38219	King Lee Chemical Co.	Repair Parts Expense	Filter Cartridges	\$ 581.85
38220	Lawson Products Inc.	Repair Parts Expense	Cap screws and flat washers	\$ 102.36
38221	McMaster-Carr Supply Co.	Repair Parts Expense	Various pipe fittings	\$ 155.73
38222	MetLife - Group Benefits	Dental/Vision	Dental - February	\$ 2,124.35
38223	Napa Auto Parts	Vehicle Maintenance	Oil and air filters	\$ 258.47
38224	ReadyRefresh	Supplies - Lab	Kitchen and lab supplies	\$ 418.20
38225	Santa Fe Irrigation District	Utilities - Water	Seabright - 11/16/19 - 01/15/20	\$ 279.12
38226	Southwest Valve & Equip.	Repair Parts Expense	Flanged eccentric plug valve	\$ 1,305.41
38227	Tesco Controls	Services - Professional	SCADA Project Construction	\$ 251,314.00
38228	Technology Integration Group	Services - Maintenance	Copier	\$ 77.86
38229	Christopher A. Trees	Subsistence - Meals	SCADA project meeting	\$ 67.45
38230	Unifirst Corporation	Services - Uniforms	Uniform service	\$ 578.61
38231	USP Technologies	Equipment Rental/Lease	Facility and maintenance service	\$ 800.00
38232	Vanessa Hackney	Subsistence - Travel/Rm & Bd	January	\$ 52.16
38233	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	\$ 6,021.18
38234	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	\$ 3,273.64
38235	Verizon Wireless	Utilities - Telephone	12/11/19 - 01/10/20	\$ 393.53
38236	Volt Management Corp	Services - Temp	Period end - 12/13/19, 01/10/20, 01/17/20	\$ 2,707.56
38237	County of San Diego	Fees - Permits	Boiler #1 replacement	\$ 448.00
38238	Alliant Insurance Services	Insurance - Property	Equipment floater	\$ 1,057.00
38239	Allied Storage Containers	Equipment Rental/Lease	20' and 40' storage containers	\$ 172.40
38240	Aquatic Bioassay	Services - Laboratory	Toxicity testing	\$ 1,050.00
38241	AT & T	Utilities - Telephone	Alarm service - February	\$ 409.60
38242	Atlas Pumping Service Inc.	Services - Grit & Screenings and Grease & Scum	Grease and scum disposal, digester clean-out	\$ 7,030.12
38243	Brax Process and Pump Equip.	Capital Outlay	Sand filter feed pump, pump for osmosis kit	\$ 26,034.62
38244	Brenntag Pacific, Inc	Supplies - Chem - Odor	Sodium hydroxide	\$ 1,355.45
38245	California Water Technologies	Supplies - Chem - Ferric Chlo	Ferric chloride solution	\$ 5,723.09
38246	Corodata	Rent	Record storage - January	\$ 99.68
38247	County of San Diego	Fees - Permits	Annual fee - Air pollution control permits	\$ 460.00
38248	County of San Diego	Fees - Permits	Annual fee - Air pollution control permits	\$ 460.00
38249	County of San Diego	Fees - Permits	Annual fee - Air pollution control permits	\$ 1,032.00
38250	County of San Diego	Fees - Permits	Annual fee - Air pollution control permits	\$ 309.00
38251	Cummins Sales and Service	Services - Maintenance	Installed new control membrane - Generator	\$ 1,232.99
38252	CWEA Membership	Dues & Memberships	Certificate & membership	\$ 385.00
38253	DBIA Membership Department	Dues & Memberships	Certificate & membership	\$ 99.00
38254	EDCO Waste & Recycling Service	Utilities - Trash	January	\$ 257.48
38255	Encina Wastewater Authority	Service - EWA Support	Resource sharing - HR	\$ 1,230.80
38256	City of Encinitas	Service - IT Support	Admin network - February	\$ 2,703.75
38257	Eurofins Calscience, Inc.	Services - Laboratory	Water sample testing	\$ 3,155.00
38258	Evantec Scientific	Supplies - Lab	BOD disposable 300mL	\$ 385.33
38259	Jose Garcia	Accounts Receivable Control	Health and wellness reimbursement	\$ 60.00
38260	Global Power Group Inc.	Services - Maintenance	Generator maintenance	\$ 537.36
38261	Golden Bell Products	Supplies - Chemicals	Lift station degreaser	\$ 452.55
38262	Grainger, Inc.	Repair Parts Expense	Diffusercoarse bubbles	\$ 109.16
38263	GLS US	Postage/Shipping	Shipping expense	\$ 40.73
38264	Hardy Diagnostics	Supplies - Lab	Broth - EC, brilliant green bile, lauryl tryptose	\$ 658.18
38265	Lee Michael Konicke	EE Deduction Benefits	457 loan refund	\$ 69.67
38266	Marine Taxonomic Services, LTD	Services - Contractors	Intensive water quality monitoring - 1st Qtr.	\$ 2,250.00
38267	McMaster-Carr Supply Co.	Repair Parts Expense	Industrial hardware	\$ 233.26
38268	Miramar Bobcat, Inc.	Services - Maintenance	S300 Loader annual service	\$ 834.37
38269	The NELAC Institute	Dues & Memberships	Membership	\$ 300.00
38270	Olivenhain Municipal Water Dis	Rent	Pipeline rental payment - January	\$ 2,150.68
38271	Pacific Green Landscape	Services - Landscape	February service, sprayed east slope	\$ 3,670.00
38272	Pacific Pipeline Supply	Repair Parts Expense	Industrial hardware	\$ 309.03
38273	Peerless Materials Co., LLC	Supplies - Shop & Field	Shop towels	\$ 404.54
38274	ProBuild Company, LLC	Supplies - Shop & Field	Shop and field supplies	\$ 249.03
38275	Rusty Wallis, Inc.	Repair Parts Expense	Water softener - Odor control tower	\$ 176.11
38276	Santa Fe Irrigation District	Utilities - Water	December and January	\$ 1,319.01
38277	Santa Fe Irrigation District	SFID Distribution Pipeline	Pipeline purchase payment - January	\$ 771.69

**SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
20-3
For the Month of February 2020**

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
38278	San Dieguito Water District	Utilities - Water	2710 Manchester - #13040246	\$ 203.19
38279	Smart & Final	Supplies - Office	Office and training supplies	\$ 232.57
38280	State Water Resources Control	Dues & Memberships	Certification	\$ 80.00
38281	Terminix Processing Center	Services - Maintenance	January	\$ 385.00
38282	Michael Thornton	Seminars/Education	WateReuse conference registration	\$ 575.00
38283	TPC Training	Seminars/Education	Electrical troubleshooting	\$ 1,100.00
38284	Christopher A. Trees	Subsistence - Travel/Rm & Bd	APCD meeting	\$ 45.31
38285	Tyler Cook	Seminars/Education	Tuition reimbursement	\$ 734.00
38286	UPS	Postage/Shipping	Shipping expense	\$ 325.41
38287	Underground Service Alert/SC	Services - Alarm	Dig alert - January	\$ 226.15
38288	USA Bluebook	Supplies - Lab	Lab supplies	\$ 1,022.17
38289	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	\$ 6,250.89
38290	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	\$ 3,636.11
38291	Volt Management Corp	Services - Temp	Period end - 01/24/20, 01/31/20, 02/07/20	\$ 2,520.57
38292	VWR International, Inc.	Supplies - Lab	Lab supplies	\$ 1,087.97
38293	Water Environment Federation	Dues & Memberships	Membership	\$ 332.00
38294	Water Environment Federation	Dues & Memberships	Membership	\$ 267.00
38295	WM Corporate Services, Inc.	Services - Grit & Screenings	Service period - 01/01/20 - 01/31/20	\$ 1,617.82
38296	WorkPartners Occupational	Services - Medical	New employees medical screening	\$ 140.00
On-line 378	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 01/11/20 - 01/24/20	\$ 13,411.59
On-line 379	Aflac	EE Deduction Benefits	Aflac - February	\$ 417.84
On-line 380	BankCard Center	Supplies - Safety	Credit card statement - January	\$ 4,943.43
On-line 381	Fuelman	Fuel	January	\$ 1,233.86
On-line 382	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 01/25/20 - 02/07/20	\$ 14,181.54
On-line 383	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric - 01/06/20 - 02/04/20	\$ 49,031.77
On-line 384	Sun Life Financial	Life Insurance/Disability	Life and disability insurance - March	\$ 1,800.10
				<u>\$ 472,569.77</u>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

**For the Month of February 2020
As of February 29, 2020**

PAYMENT OF WARRANTS		\$ 472,569.77
Reference Number	20-3	

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.



Amy Chang
Director of Finance & Administration

STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS
AND INVESTMENT INFORMATION
As of February 29, 2020

FUNDS ON DEPOSIT WITH	AMOUNT
LOCAL AGENCY INVESTMENT FUND	
<i>(JANUARY 2020 YIELD 1.967%)</i>	
RESTRICTED SRF RESERVE	\$ 630,000.00
UNRESTRICTED DEPOSITS	\$ 9,205,610.59
CALIFORNIA BANK AND TRUST	
<i>(JANUARY 2020 YIELD 0.01%)</i>	
REGULAR CHECKING	\$ 631,193.12
PAYROLL CHECKING	\$ 5,000.00
UNION BANK - TRUSTEE (BOND FUNDS)	
BLACKROCK	\$ 327,803.57
<i>(JANUARY 2020 YIELD 1.47%)</i>	
LAIF	\$ 14,892,644.98
<i>(JANUARY 2020 YIELD 1.967%)</i>	
PARS - TRUSTEE (POST-EMPLOYMENT BENEFITS TRUST)	
<i>(JANUARY 2020 YIELD 0.33%)</i>	\$ 53,633.09
TOTAL RESOURCES	\$ 25,745,885.35

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

March 9, 2020

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER CAMPUS TREATED EFFLUENT FLOWS – MONTHLY REPORT

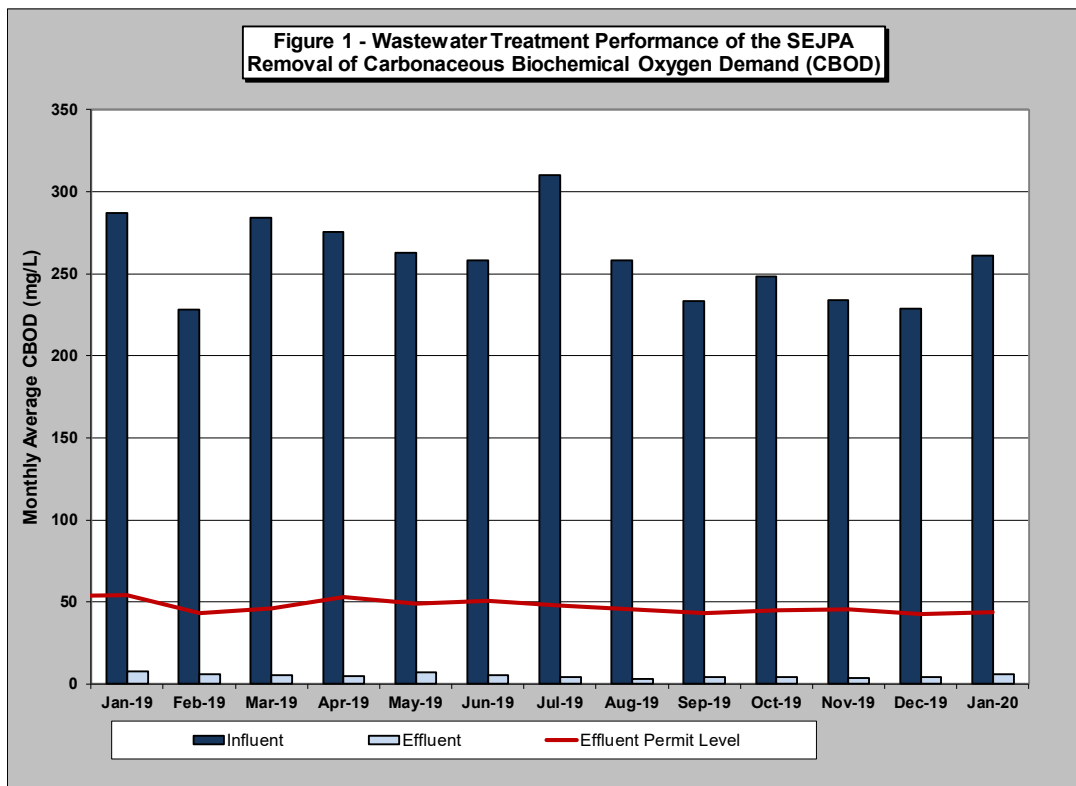
RECOMMENDATION

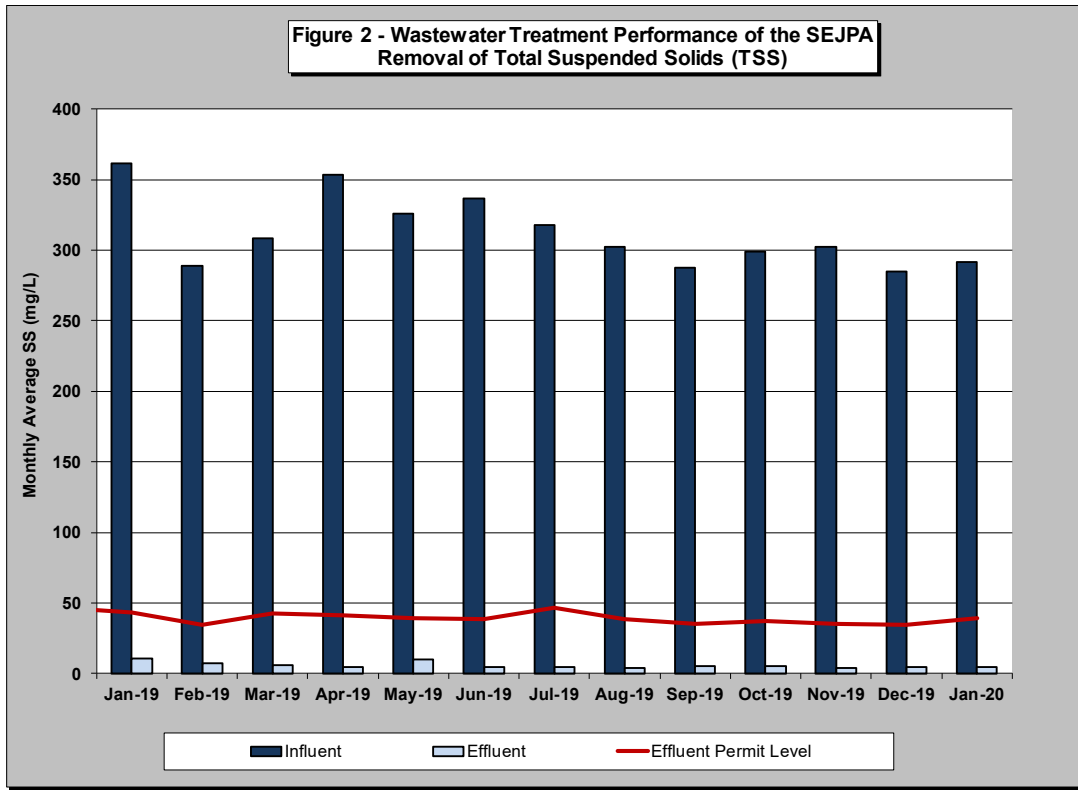
No action required. This memorandum is submitted for information only.

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 January 2020. 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 97.7 and 98.3 percent removal, respectively (as shown in Figure 1 and Figure 2).





Member Agency Flows

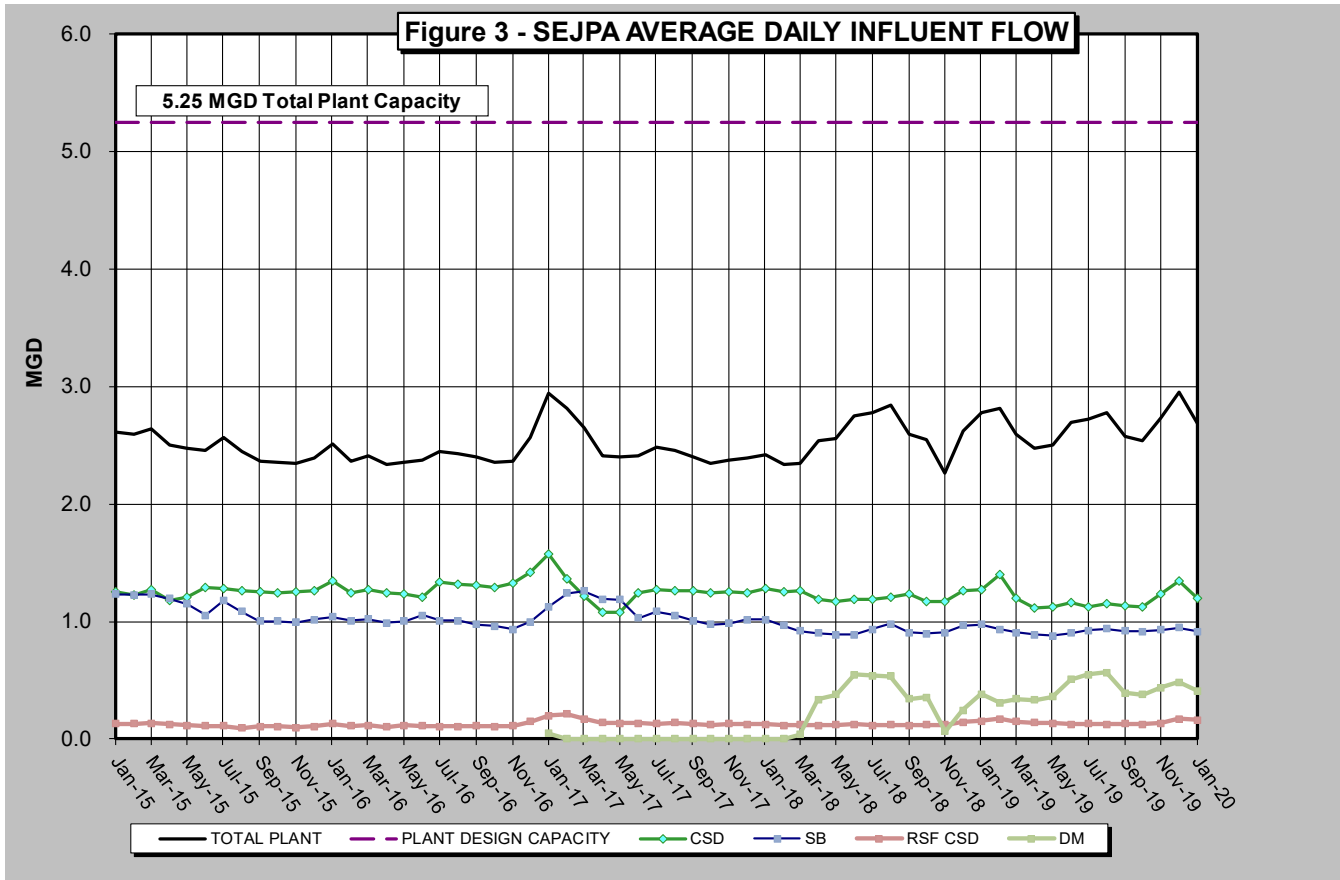
Presented below are the influent and effluent flows for the month of January. Average daily influent flows were recorded for each Member Agency. Total effluent flow was calculated for the San Elijo Water Reclamation Facility.

	January	
	<u>Influent (mgd)</u>	<u>Effluent (mgd)*</u>
Cardiff Sanitary Division	1.194	0.918
City of Solana Beach	0.917	0.705
Rancho Santa Fe SID	0.163	0.126
City of Del Mar	0.410	0.315
Total San Elijo WRF Flow	2.684	2.064

* 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.

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 water campus, 5.25 mgd, of which each Member Agency has the right to 2.2 mgd, Rancho Santa Fe Community Service District leases 0.25 mgd, and the City of Del Mar leases 0.60 mgd.



City of Escondido Flows

The average and peak flow rate for the month of January 2020 from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below.

	Flow (mgd)
Escondido (Average flow rate)	10.70
Escondido (Peak flow rate)	18.4

Connected Equivalent Dwelling Units

The City of Solana Beach and the City of Del Mar updated the connected EDUs number that is reported to the SEJPA in September 2019. The City of Encinitas and Rancho Santa Fe CSD report their connected EDUs every month. The number of EDUs connected for each of the Member Agencies and lease agencies is as follows:

	Connected (EDU)
Cardiff Sanitary Division	8,517
Rancho Santa Fe SID	571
City of Solana Beach	7,768
San Diego (to Solana Beach)	337
City of Del Mar	2,612
Total EDUs to System	19,805

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

March 9, 2020

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECYCLING PROGRAM – MONTHLY REPORT

RECOMMENDATION

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

DISCUSSION

Recycled Water Production

For the month of January 2020, recycled water demand was 34.5 acre-feet (AF), which was met using 34.5 AF of recycled water and 0.0 AF supplementation with potable water.

January demand was 33% below budget expectations of 52 AF. The total water production for FY 2019-20 is slightly below budget (2.9%) for the first 7 months.

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 19 fiscal years. Figure 3 (attached) shows the monthly recycled water demand for each December since the program began. Figure 4 (attached) compares budget versus actual recycled water sales for FY 2019-20.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Figure 1 - MONTHLY RECYCLED WATER DEMAND

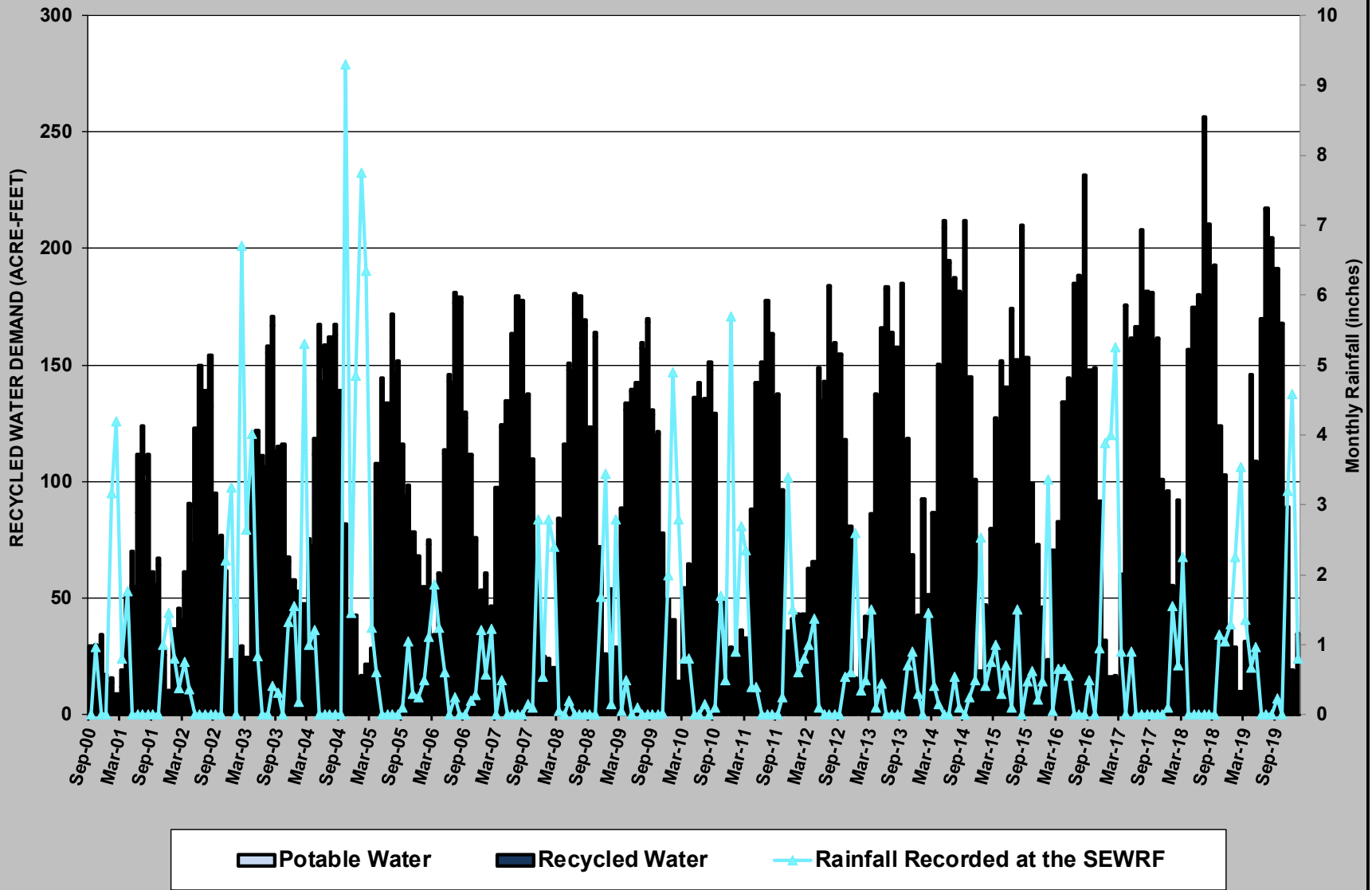


Figure 2 - RECYCLED WATER DEMAND by FISCAL YEAR

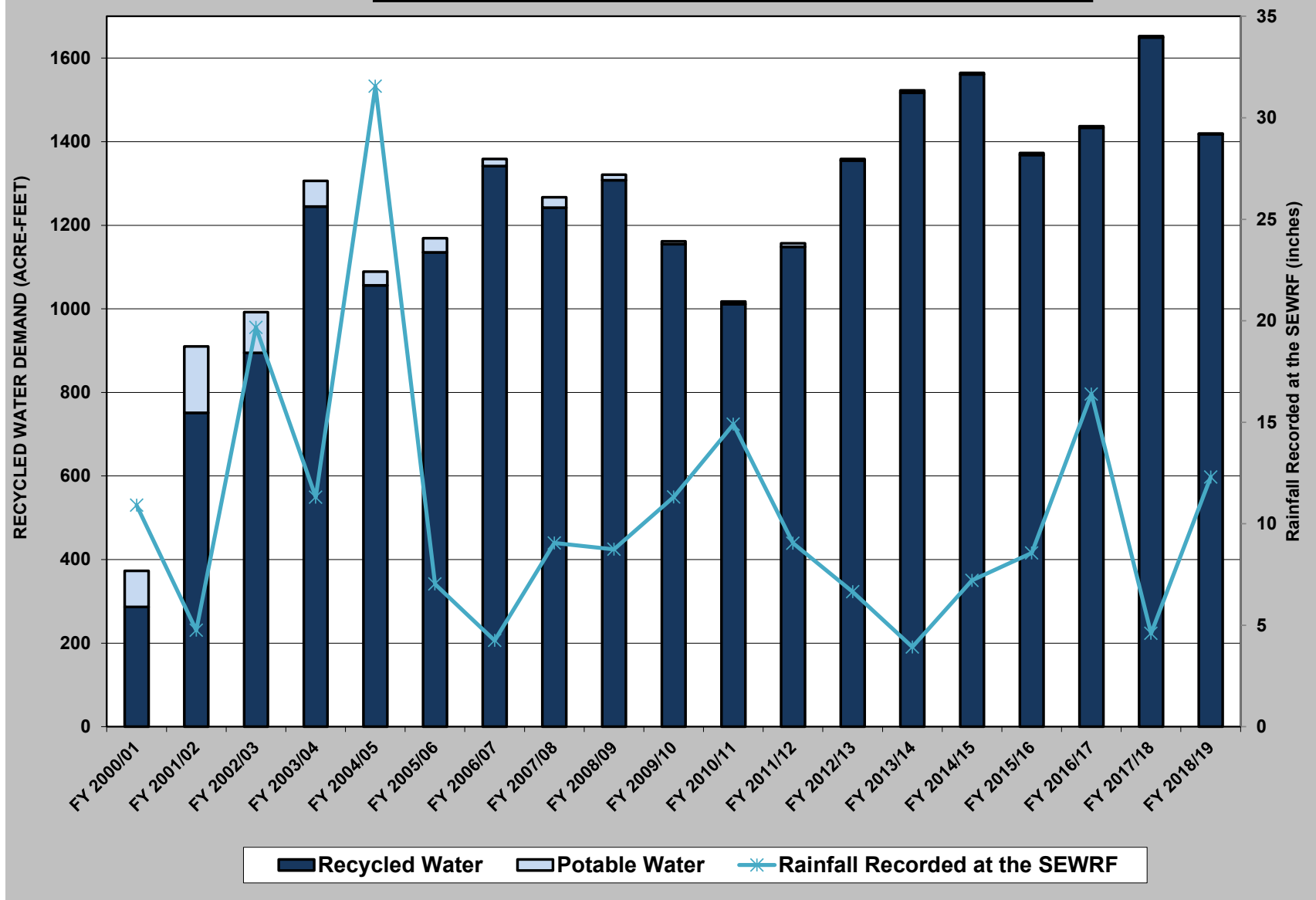


Figure 3 - JANUARY RECYCLED WATER DEMAND

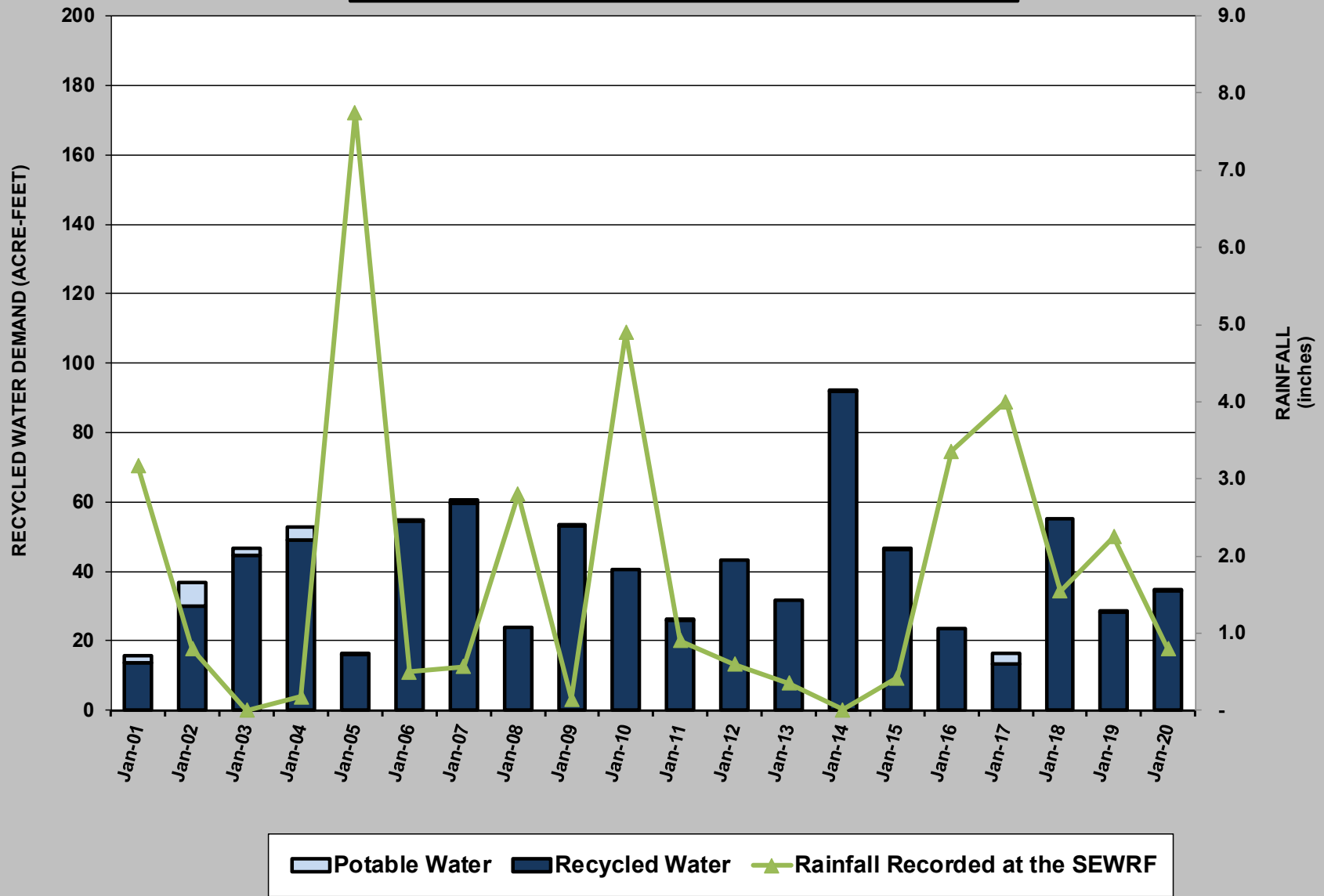
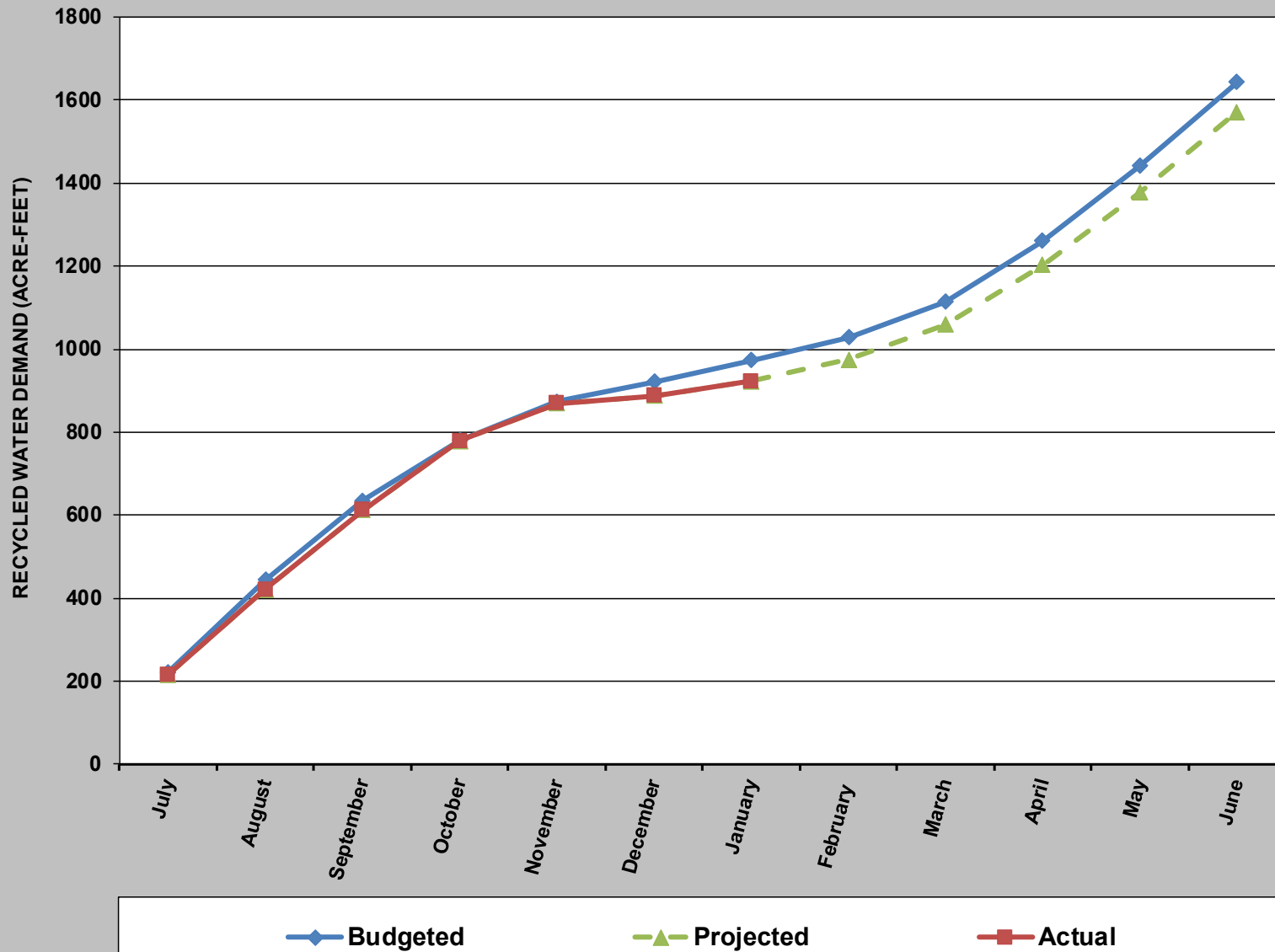


Figure 4 - RECYCLED WATER DEMAND BUDGET vs ACTUAL



SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

March 9, 2020

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AGREEMENT AMENDMENT FOR ENGINEERING SERVICES – SCADA
PROJECT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to amend the professional services agreement with Carollo Engineers for an additional \$22,444; and
2. Discuss and take action as appropriate.

BACKGROUND

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 design engineer (Carollo) was already under contract for engineering support during construction and Staff negotiated a fee with Carollo to provide Construction Management, including inspection and quality control, during the construction of the project. The original budgetary estimate for the SCADA project was \$838,000; however, when the construction bidding was completed in August 2018, the budget was reduced to \$685,520 due to favorable bids being received.

DISCUSSION

In September 2018, the SCADA Upgrade project was awarded to Tesco Controls, Inc. The main elements of the project include new hardware, software, programming, equipment installation, and system testing and commissioning. SCADA upgrades have been performed at six functional

areas within the SEWRF and at five wastewater pump stations located within the Cities of Encinitas and Solana Beach. Cybersecurity enhancements will raise security to meet current industry standards. The project was originally expected to be complete by May 2019; however, critical hardware components were damaged during shipment and software programming has been more complicated than expected, extending the completion schedule through March 2020.

The delay in construction completion has caused the construction manager at Carollo to spend additional time and resources. Although they have been efficient with their time Carollo is seeking for additional funding for the extended time required to manage construction.

FINANCIAL IMPACT

The original budget for engineering services during construction and construction management of the SCADA Improvements project was \$63,200 based on a contract end date of May 13, 2019. The proposed fee for additional construction management time is \$22,444. Funding for this request is available in the project contingency, however, this amendment will expend the remaining contingency funding and any additional cost would require a project budget amendment.

It is recommended that the Board of Directors:

1. Authorize the General Manager to amend the professional services agreement with Carollo Engineers for an additional \$22,444; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: Carollo Engineers – SCADA Upgrades CM proposal dated March 4, 2020.

March 4, 2020

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

Subject: San Elijo Joint Powers Authority Water Reclamation Facility SCADA Upgrade Project Carollo Engineers, Inc. Contract Amendment #2 Request

Dear Mr. Trees:

The purpose of this letter is to formally request an amendment to Carollo’s contract for the Water Reclamation Facility SCADA Upgrade Project to increase the project contract limit. An increase to the contract limit is warranted and necessary due to the significant delay resulting from the contractor’s failure to complete the project within the timeframe specified in the contract documents. Specifically, the contract documents specified a final completion date of 180 calendar days.

Based on our knowledge of the current status of the project, the contractor is expected to be at or near final completion by March 15, 2020.

To account for the significant delay in final completion of the project, Carollo is requesting that our contract amount for construction management services be increased by \$22,443.30, from \$42,000.00 to \$64,443.30.

	LABOR HOURS		PROJECT COSTS			
	Lead Project Professional	Total Labor Hours	Total Labor Cost	Project Equipment & Communication Expense (PECE)	Other Direct Costs	Total Project Cost
<i>Billing Rate</i>	\$215.00			\$11.70		
Task 600 - Construction Management	99	99	\$ 21,285.00	\$ 1,158.30	\$ -	\$ 22,443.30

Please contact me directly with questions or comments.

Sincerely,



CAROLLO ENGINEERS, INC.
Troy Hedlund, P.E.
Project Manager
(949) 412-6532

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

March 9, 2020

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WATER CAMPUS IMPROVEMENT PROJECT – AWARD OF
CONSTRUCTION PHASE AGREEMENTS

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to amend the lease-purchase agreement with PLC Construction Inc. for Stage 2 “Construction Services” for a Guaranteed Maximum Price of \$18,410,000;
2. Authorize the General Manager to amend the professional engineering services agreement with Kimley-Horn and Associates, Inc. for an additional \$59,200;
3. Authorize the General Manager to amend the professional architectural services agreement with Roesling Nakamura Terada Architects, Inc. for an additional \$233,955;
4. Authorize the General Manager to enter into a professional environmental services agreement with Helix Environmental Planning, Inc. for an amount not to exceed \$131,200;
5. Authorize the General Manager to enter into a professional material testing services agreement with Southern California Soils & Testing, Inc. for an amount not to exceed \$119,609;
6. Authorize the General Manager to execute up to \$200,000 in aggregate for Owner related change orders; and
7. Discuss and take action as appropriate.

BACKGROUND

San Elijo Joint Powers Authority (SEJPA) has completed the design and environmental clearance phase of the Water Campus Improvement Project. The project’s core components consist of constructing a new administration and operations building, new site security and utility enhancements, public and private parking lots and EV charging stations, multi-use

(bicycle/pedestrian) path with a trailhead rest area, stormwater conveyance and treatment improvements, and road and traffic control improvements on Manchester Avenue.

DISCUSSION

The Water Campus Improvement Project is utilizing a Construction Manager at Risk (CMAR) delivery method coupled with the financial structure of a lease-purchase agreement. The general contractor for the project is PCL Construction, Inc., who was selected through a competitive process based on approach, project team, and overall value (including staffing costs, profit, and overhead markup).

The lease-purchase agreement between PCL Construction and SEJPA was executed in March 2019 and provides the base terms, conditions, and important contractual requirements. The agreement is structured in a two-stage format, with Stage 1 focused on design, constructability, and value engineering review, including the development of the Guaranteed Maximum Price (GMP). For this project, the GMP was developed through bidding 39 subcontractor packages that equaled approximately 91% of the project GMP value and one self-perform package. To confirm that the self-perform package was being delivered at a fair market price, the cost was validated by an independent third party.

Stage 2 of the lease-purchase agreement, which the Board is considering for approval, provides the project scope of work including the design and specifications, schedule, and GMP. Stage 2 also includes collaboration and problem-solving during construction, start-up, and commissioning.

Staff has reviewed the GMP developed by PCL Construction and is in concurrence with the detailed price of \$18,410,000 for the stated scope of work. SEJPA and PCL Construction are also in agreement with the proposed 15 month construction schedule. SEJPA's legal counsel is currently conducting its final review of the construction documents. Since the project has not received the entire permit condition requirements associated with the building and grading permits, any scope changes required will be funded from the owners' contingency fund. The project budget includes \$915,000 in owner contingency for work not included in the agreed upon base scope of work.

At this time, staff recommends that the Board of Directors authorize the General Manager to execute the Lease-Purchase Agreement Amendment with PLC Construction for a GMP of \$18,410,000 for the scope of work outlined in the project construction documents. Staff also recommends the Board authorize the General Manager to execute professional service agreements with: Kimley-Horn and Associates, Inc. for engineering during construction for \$56,990; Roesling Nakamura Terada Architects, Inc. for architecture support during construction for \$233,955; Helix Environmental Planning, Inc. for environmental monitoring and reporting during construction for \$131,200; and Southern California Soils & Testing, Inc. for material testing services for \$119,609. Staff is also seeking authority for the General Manager to approve and execute up to \$200,000 in aggregate of project related change orders to maximize decision and approval efficiency for schedule management. The Board will be informed of all approved change orders on at the regularly scheduled Board meetings.

FINANCIAL IMPACT

The recommended budget for the Water Campus Improvement Project is \$22.35 million (see Figure 1). To date, \$1.63 million has been spent for the design, engineering analyses and calculations, environmental review and permit preparation, surveying and architecture required to develop the construction and other related documents. This completes Stage 1, “design services” of the project and the project is now ready to move forward into Stage 2, “construction services” that includes construction and commissioning of the project. The total budget for Stage 2 is \$20.72 million, which is the estimated cost to complete the project, and of which \$18,953,964 is being requested for assignment to construction services with PLC Construction, Kimley-Horn and Associated Inc., Roesling Nakamura Terada Architects, Inc., Helix Environmental Planning, Inc., and Southern California Soils & Testing, Inc.

Funding for the costs identified for the construction phase (\$20.72 million) is proposed to be as follows:

FUNDING SOURCE	AVAILABLE FUNDS
Bond proceeds from the 2017 Clean Water Bonds:	\$15,000,000
Capital Cash (Existing):	1,520,000
Caltrans (Existing Commitment)	4,200,000
TOTAL	<u>\$20,720,000</u>

FIGURE 1 - PROJECT BUDGET WATER CAMPUS IMPROVEMENT PROJECT	
Item	Budget
STAGE 1 – DESIGN SERVICES	
Design/Permitting/Environmental	\$1,490,000
PCL Stage 1 Pre-construction agreement	140,000
TOTAL OF STAGE 1	<u>\$1,630,000</u>
STAGE2 – CONSTRUCTION SERVICES	
Building	\$8,460,000
Multi-use Path	5,270,000
Site Improvements	4,296,000
Site dewatering	170,000
Sub Total	<u>\$18,196,000</u>
Construction Contingency (scope gap)	214,000
GMP Total	<u>\$18,410,000</u>
Owner Contingency	915,000
Construction Subtotal	<u>\$19,325,000</u>
CONSTRUCTION FEES & SUPPORT SERVICES	
CM/Engineering/Environmental Compliance	\$720,000
City of Encinitas Permits/Inspection Fees	525,000
San Diego Regional Water Quality Control Board	150,000
TOTAL OF STAGE 2	<u>\$20,720,000</u>
Grand Total	<u>\$22,350,000</u>

It is therefore, recommended that the Board of Directors:

1. Authorize the General Manager to amend the lease-purchase agreement with PLC Construction Inc. for Stage 2 "Construction Services" for a Guaranteed Maximum Price of \$18,410,000;
2. Authorize the General Manager to amend the professional engineering services agreement with Kimley-Horn and Associated, Inc. for an additional \$59,200;
3. Authorize the General Manager to amend the professional architecture services agreement with Roesling Nakamura Terada Architects, Inc. for an additional \$233,955;
4. Authorize the General Manager to enter into a professional environmental services agreement with Helix Environmental Planning, Inc. for an amount not to exceed \$131,200;
5. Authorize the General Manager to enter into a professional material testing services agreement with Southern California Soils & Testing, Inc. for an amount not to exceed \$119,609;
6. Authorize the General Manager to execute up to \$200,000 for Owner related change orders; and
7. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

ATTACHMENTS:

Attachment 1: Agreement between San Elijo Joint Powers Authority and PLC Construction Inc. for Stage 2 "Construction Services"

Attachment 2: Kimley-Horn proposal dated February 17, 2020

Attachment 3: Roesling Nakamura Terada Architects proposal dated March 3, 2020

Attachment 4: Helix Environmental Planning proposal dated February 25, 2020

Attachment 5: Southern California Soils & Testing Inc., proposal dated January 31, 2020

Attachment 1

SAN ELIJO JOINT POWERS AUTHORITY WATER CAMPUS IMPROVEMENT PROJECT (BUILDING AND SITE IMPROVEMENTS PROJECT)

This Stage 2 Amendment (“Amendment”) to the Public Capital Improvement Lease/Purchase Agreement entered into on March 27, 2019, is hereby made and entered into on _____, 2020 by and between the San Elijo Joint Powers Authority (“Lessor”) and P C L Construction Services P C L Construction Inc Joint Venture. (“Lessee”). Lessor and Lessee are collectively referred to herein as “Parties” or individually as “Party”.

RECITALS

WHEREAS, on or about March 27, 2019, the Parties entered into the Public Capital Improvement Lease/Purchase Agreement (“Lease”) in order to finance the construction of public capital improvements to be delivered by Lessee in two stages: (1) Stage 1 Design Services, and (2) Stage 2 Construction Services;

WHEREAS, the Stage 1 Design Services have been completed and all costs incurred by Lessee for Stage 1 Design Services have been paid in full by Lessor;

WHEREAS, the Parties have agreed upon the project scope, schedule and Guaranteed Maximum Price (“GMP”) and Lessor is prepared to issue a Notice to Proceed for Lessee to commence with Stage 2 Construction Services; and

WHEREAS, the Parties desire to enter into this Amendment in order to incorporate into the Lease those terms and conditions necessary and appropriate for Stage 2 Construction Services and to reflect the Parties’ agreement to date, with all other terms and conditions, articles, obligations, rights and provisions of the Lease not in conflict with this Amendment to remain in full force and effect.

NOW THEREFORE, the Lessor and Lessee agree to amend the Lease as follows:

Article 9 Warranty

Section 9.1 (Warranty) is replaced with the following:

9.1 Warranty. Lessee guarantees all work pursuant to this Lease, including those Services described in Article 4.1 and the attachments hereto, against defective materials or workmanship for a period of one (1) year from the date of substantial completion of all work, except where longer warranty periods are specifically stated. Any defective material or workmanship which may be discovered before substantial completion of all work or within one (1) year thereafter shall be corrected immediately by

Attachment 1

Lessee at its own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Any work to correct a defect in workmanship and/or replacement of materials shall additionally be guaranteed by Lessee for a period of six (6) months from the date of completion of such corrective work or replacement of materials, which shall not result in a warranty period of more than two (2) years from filing of the Notice of Completion.

Article 18 Insurance Requirements

Section 18.2 (Types of Insurance, Limits) is modified as follows:

Under **Builder's All Risk Coverage Limits**, "N/A" shall be replaced with "limits equal to the completed value of the project and no coinsurance penalty provisions."

Article 21 Default and Remedies

Section 21.4 (Special Damages) is replaced with the following:

21.4 Special Damages. In addition to the amount provided for liquidated damages, Lessee shall pay Lessor the actual costs reasonably incurred by Lessor for engineering and inspection forces employed on the Services for each day that expires after the time specified for substantial completion, including any extensions thereof, until the Services are substantially complete. Additionally, Lessee shall pay Lessor the actual costs reasonably incurred by Lessor for engineering and inspection forces employed on the Services that are required as a result of mid-project delays, extended (i.e., more than 10-hour) work days, unexpected weekends, or on an expedited schedule. Notwithstanding anything in this provision to the contrary, Lessee shall not be responsible for costs incurred by Lessor for engineering and inspection forces necessitated by the sole fault of Lessor or by unforeseen conditions.

Article 23 General Provisions

Section 23.1 (Amendment/Modification) is replaced with the following:

23.1 Amendment/Modification. No amendment or modification of the terms or conditions of this Lease shall be valid unless made in writing and signed by the Parties expressing their mutual intent to be bound thereby. General/Supplemental Conditions to this agreement will be developed/negotiated during Stage 1 services including, but not limited to, language addressing differing site conditions, pre-existing hazardous materials, designation of Owner as generator of all pre-existing hazardous materials, schedule delay, definition of project substantial and final completion, termination for convenience of Owner, and shall be incorporated by reference as Attachment I.

Attachments

Attachment 1

The following attachments are included herewith and incorporated in to the Lease:

A.2: Stage 2 Mark-up Percentages

B.2: Stage 2 Construction Services Scope of Work

C.2: Schedule for Stage 2 Construction Services

D.2: Schedule of Installment Payments for Stage 2 Construction Services and GMP

E: Workers' Compensation Insurance Certificate

F: Designation of Subcontractors

G: Performance Bond

H: Payment Bond

I: General/Supplemental Conditions

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

SAN ELIJO JOINT POWERS AUTHORITY

Date: _____

By: _____
Michael T. Thornton, P.E.
General Manager

PCL CONSTRUCTION SERVICES PCL
CONSTRUCTION INC JOINT VENTURE

Date: _____

By: _____ (Sign)

Name: Mike McKinney

Title: President

Attachment 1

Date: _____

By: _____ (Sign)

Name: Jennifer Farnham

Title: Area Manager

License No: 1043503

License Classification: A

License Expiration: 08/31/2020

Attachment 1

ATTACHMENT A.2 Stage 2 Mark-up Percentages

- Overhead = 3.50%
- Profit = 3.50%
- Subcontractor Mark-up = 5.00%

Attachment 1

ATTACHMENT B.2
Stage 2 Construction Services Scope of Work
(Hard copy available at SEJPA Administrative Office)

Attachment 1

ATTACHMENT C.2
Schedule for Stage 2 Construction Services
(Hard copy available at SEJPA Administrative Office)

Attachment 1

ATTACHMENT D.2

**Schedule of Installment Payments for Stage 2 Construction Services and GMP
(Hard copy available at SEJPA Administrative Office)**

Attachment 1

**ATTACHMENT E
Workers' Compensation Insurance Certificate**

Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

Dated: _____

By: _____

Title: _____

[End of Workers' Compensation Insurance Certificate]

Attachment 1

ATTACHMENT F
Designation of Subcontractors
(Hard copy available at SEJPA Administrative Office)

Attachment 1

**ATTACHMENT G
Performance Bond**

BOND NO. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

WHEREAS, the _____
(hereinafter designated as OWNER) on _____ 20____
awarded to _____
(hereinafter designated as the PRINCIPAL) a contract for the work described as follows: _____

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract; _____

NOW THEREFORE, We, the Principal and _____

as Surety, are held and firmly bound unto the OWNER in the penal sum of _____

Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his or its hers, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements, in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the OWNER, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to OWNER such reasonable attorneys' fees and costs as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the Contract, the above obligation in the said amount shall remain in effect for a period of one (1) year after the date of final payment by the OWNER of the Work undertaken pursuant to the Contract, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the OWNER from loss of damage made evident during said period of one year from the date of acceptance of the Work, and resulting from or caused by defective materials and/or faulty workmanship in the prosecution of the work done, the above obligation in the said amount shall

Attachment 1

remain in full force and effect. However, notwithstanding anything in this paragraph to the contrary, the obligation of the Surety hereunder shall continue in effect so long as any obligation of the Principal remains.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the specifications accompany the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the Work or to the specifications. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefor, Surety shall pay all costs and reasonable expenses and fees, including reasonable attorneys' fees and court costs, incurred by OWNER in successfully enforcing any and all obligations, hereunder all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, _____ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ A.D. 20_____.

(Seal)	<div style="border-bottom: 1px solid black; margin-bottom: 10px;">Principal</div> <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; margin-bottom: 10px;"> Signature for Principal Title </div>
(Seal)	<div style="border-bottom: 1px solid black; margin-bottom: 10px;">Surety</div> <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; margin-bottom: 10px;"> Signature for Surety Title </div>

Attachment 1

CALIFORNIA ALL PURPOSE 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)
) ss:
COUNTY OF _____)

On _____, before me, _____, 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 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.

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.

Attachment 1

CALIFORNIA ALL PURPOSE 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)
) ss:
COUNTY OF _____)

On _____, before me, _____, 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 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.

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 Performance Bond]

Attachment 1

**ATTACHMENT H
Payment Bond**

BOND NO. _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the _____
(hereinafter designated as OWNER) on _____ 20____
awarded to _____
(hereinafter designated as the PRINCIPAL) a contract for the work described as follows: _____

WHEREAS, said Principal is required by California Civil Code section 9550 to furnish a bond in connection with said contract;

NOW THEREFORE, We, the Principal and _____

as Surety, are held and firmly bound unto the OWNER in the penal sum of _____
_____ Dollars (\$_____) lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said principal, hers/his/its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 9554 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, the surety or sureties will pay for the same in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This Bond shall inure to the benefit of any of the persons named in Section 9554 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any

Attachment 1

change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that his bond be construed most strongly against the surety and in favor of all persons for whose benefit such bond is given, by reason of any breach of contract between the OWNER and CONTRACTOR or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9554 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

This bond shall remain in full force and effect for one year after the date of final payment under the Contract, unless otherwise provided by law.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____

(Seal)	<div style="border-bottom: 1px solid black; margin-bottom: 10px;">Principal</div> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; margin-bottom: 10px;"> Signature for Principal Title </div>
(Seal)	<div style="border-bottom: 1px solid black; margin-bottom: 10px;">Surety</div> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; margin-bottom: 10px;"> Signature for Surety Title </div>

Attachment 1

CALIFORNIA ALL PURPOSE 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)
) ss:
COUNTY OF _____)

On _____, before me, _____, 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 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.

Notary Public

Attachment 1

CALIFORNIA ALL PURPOSE 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)
) ss:
COUNTY OF _____)

On _____, before me, _____, 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 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.

Notary Public

[End of Payment Bond]

Attachment 1

ATTACHMENT I
General/Supplemental Conditions
(Hard copy available at SEJPA Administrative Office)

**SAN ELIJO JOINT POWERS AUTHORITY
BUILDING AND SITE IMPROVEMENTS PROJECT
LEASE/PURCHASE AGREEMENT**

This Public Capital Improvement Lease/Purchase Agreement ("Lease") is hereby made and entered into on March 27, 2019 by and between the San Elijo Joint Powers Authority ("Lessor") and P C L Construction Services P C L Construction Inc Joint Venture. ("Lessee"), pursuant to the Marks-Roos Local Bond Pooling Act of 1985, including but not limited to Government Code section 6588, subdivisions (c),(f),(g), (n) and (y). Lessor and Lessee are collectively referred to herein as "Parties" or individually as "Party".

**Article 1
Agreement**

1.1 In order to finance the construction of public capital improvements with proceeds from the \$22,115,000 San Elijo Joint Powers Authority 2017 Revenue Bonds (Clean Water Projects) (the "Series 2017 Bonds"), the Parties hereby agree that Lessor will lease certain real property to Lessee for Lessee's use in constructing certain public capital improvements which will be paid for by the Lessor from installment payments determined in accordance with the provisions of this Lease, and once all installment payments have been made, title to those capital improvements shall vest in the Lessor and this Lease shall terminate.

**Article 2
Term & Validation**

2.1 Term. The term of this Lease shall be from March 1, 2019 (the "Effective Date") until the earlier of the delivery of all Capital Improvement Installment Payments described in Article 4.3, or until terminated as provided for herein (the "Lease Term"). The Lease Term may be extended by mutual written agreement of the Parties. Lessee must request any extension of the Lease Term in writing within five (5) working days of the occurrence of the event giving rise to the request.

2.2 Validation Action. The Parties understand that Lessor may elect to bring an action under Code of Civil Procedure section 860 et seq. within 60 days of authorization of this Lease by Lessor's governing body, or may wait 60 days after such authorization before issuing a Notice to Proceed, in order to confirm the validity of this Lease. In such case, the Effective Date of the Lease shall be continued for 60 days following its approval by Lessor's governing body by resolution. In the event Lessor or any other person initiates any such validation action, the Parties' obligations under this Lease will be temporarily suspended until the validation action is disposed of by final judgement or otherwise. If this Lease is not validated as a result of any such action, this Lease shall immediately terminate without cost or penalty to either Party. Lessee shall cooperate with the Lessor in any such validation action.

**Article 3
Lease of Project Site**

3.1 Lease. Lessor will lease to lessee certain real property owned by Lessor and located within the San Elijo Water Reclamation Facility at 2695 Manchester Ave, Cardiff, California 92007, more specifically shown in Attachment A (the "Project Site"). The Project Site lease shall convey to Lessee the non-exclusive right to use and possession of the Project Site, and any buildings located thereon, only for the purposes described herein, and shall include the rights to ingress and egress in the time and manner prescribed by Lessor.

3.2 Project Site Lease Payments. As consideration for its lease of the Project Site, Lessee shall pay to Lessor one dollar (\$1.00) per year for the duration of this Lease ("Project Site Lease Payments"). Such Project Site Lease Payments shall be due on the Effective Date of this Lease and annually thereafter until this Lease terminates. Lessee shall pay Lessor a charge on any Project Site Lease Payment not paid on the date such payment is due at a rate of seven percent (7%) per month or the maximum rate permitted by California law, whichever is less, from such date until paid.

**Article 4
Project Delivery Services**

4.1 Project Delivery Services. Lessee shall provide the following two stages of services for the construction of certain public capital improvements on the Project Site ("Capital Improvements"): (1) Stage 1 Design Services, and (2) Stage 2 Construction Services, (collectively referred to herein as the "Services"). Stage 1 Design Services are inclusive of the Lessee providing constructability and value engineering input to design concepts developed and presented by the Lessor and its Designers-of-Record, including constructing pricing and schedule information in preparation of a Guaranteed Maximum Price ("GMP"). Following agreement on the project scope, schedule and GMP, the Lessee will receive a Notice to Proceed from the Lessor to commence with Stage 2 Construction Services. Stage 2 Construction Services are inclusive of collaboration with the Lessor and its Designers-of-Record through final design, and providing construction, start-up and commissioning services. Lessee shall perform the Services at its own proper cost and expense, and shall furnish all the materials necessary to construct and complete the Services in a good, workmanlike manner and to the satisfaction of Lessor.

4.1.1 Stage 1 Design Services shall be provided in accordance with the Stage 1 Scope of Services summarized in Attachment B.1, the Stage 1 Schedule Summarized in Attachment C.1, and the Installment Payments summarized in Attachment D.1, all of which are attached hereto and hereby incorporated by reference.

4.1.2 Stage 2 Construction Services shall be provided in accordance with the Stage 2 Scope of Services summarized in Attachment A.2, the Stage 2 Mark-up Percentages, B.2, the Stage 2 Schedule Summarized in Attachment C.2, and the Installment Payments summarized in Attachment D.2. Attachment A.2 is included. Attachments B.2, C.2 and D.2, which are hereby incorporated by reference, shall be

furnished with the execution of an amendment to this Agreement prior to issuance of the Notice to Proceed with Stage 2 Construction Services.

4.2 Guaranteed Maximum Price. Lessee shall construct the Capital Improvements for the GMP provided in Attachment D.2, as amended. The Parties agree this amount was reached through arm's length negotiations and will fully compensate Lessee for the fair market value of the Capital Improvements. Any costs, fees or other expenses incurred by Lessee in the construction of the Capital Improvements, however unforeseen, that are in excess of the GMP shall be borne exclusively by Lessee and Lessor shall have no liability whatsoever for any such additional amounts.

4.3 Capital Improvement Installment Payments. As the sole and exclusive consideration for the Services, Lessor shall pay to Lessee the amounts agreed to in Attachments D.1 and D.2, from Series 2017 Bonds funds, on the dates and in such amounts as provided therein (the "Capital Improvement Installment Payments"), as amended during the term of the Lease as described herein. Subject to the attached schedule, Lessor's obligation to make Capital Improvement Installment Payments is absolute and unconditional and shall not be affected by any circumstances whatsoever, including any right to setoff, counterclaim, recoupment, deduction, defense or other right which Lessor may have against Lessee, or anyone else, for any reason whatsoever. Lessor shall pay Lessee a charge on any undisputed Capital Improvement Lease Payment not paid on the date such payment is due at a rate of seven percent (7%) per month or the maximum rate permitted by California law, whichever is less, from such date until paid. While funding may not be required of Lessee if the construction cost estimate evolves into a GMP that aligns with SEJPA's budget, PCL is willing to consider short-term financing based on market rates, subject to mutually agreeable terms and conditions, as agreed to by PCL and SEJPA.

4.4 Nature of Capital Improvement Installment Payments. Lessor and Lessee understand and intend that the obligation of Lessor to pay Capital Improvement Installment Payments under this Lease shall constitute a current expense of Lessor and shall not in any way be construed to be a debt of Lessor in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessor. Lessor shall have no immediate or accelerated indebtedness for the GMP. Capital Improvement Installment Payments shall become due only upon satisfactory completion of those Services as provided in Attachments D.1 and D.2. Lessor shall have sole discretion, in consultation with Lessor's designee, to determine whether work is satisfactorily completed. Lessee shall not be entitled to any partial payments except as expressly allowed herein.

Article 5 Purchase Option

5.1 Purchase Option. Lessor shall have the option to purchase Lessee's interest in the Capital Improvements upon completion of the Capital Improvements, including acceptance of the work by Lessor, or upon cessation of Services for a continuous period

of 60 days, payment of the GMP, or upon an Event of Default. The Purchase Price shall be one dollar (\$1.00).

Article 6 Title

6.1 Title. Title to the Project Site shall remain with the Lessor at all times. Following Lessor's exercise of the Purchase Option as set forth in Article 5, title to the Capital Improvements shall automatically transfer to the Lessor without the necessity of any bill of sale, certificate of title or other instrument of conveyance, or any additional payment. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee shall ensure, at its own cost and expense, that title to the Capital Improvements, and all materials and equipment included therein, shall pass to Lessor free and clear of all liens, claims, security interests and encumbrances.

Article 7 Representations and Covenants of Lessor

7.1 Representations and Covenants of Lessor. Lessor represents, covenants and warrants for the benefit of Lessee as of the date of this Lease as follows:

7.1.1 Lessor is a joint powers authority organized and existing under and pursuant to the Joint Exercise of Powers Act (Gov. Code § 6500 et seq.) of the State of California (the "State") with full power and authority under the constitution and laws of the State to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder.

7.1.2 Lessor has duly authorized the execution and delivery of this Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease.

7.1.3 The Series 2017 Bonds were issued, in part, to fund the Capital Improvements, the construction of which will result in significant public benefits.

7.1.4 Lessor has an immediate need for and expects to make immediate use of the Capital Improvements in order to operate out of adequate and accessible facilities and within the permissible scope of Lessor's authority.

7.1.5 Lessor shall assume the responsibility, between the parties to the Lease, for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project Site, if such utilities are not identified by the plans and specifications attached hereto as Attachment B.2, subject to Government Code section 4215. Lessor shall compensate Lessee for the costs of locating, repairing damage not due to the failure of Lessee to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project Site necessarily idled during such work.

Article 8
Representations and Covenants of Lessee

8.1 General Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor as of the date of this Lease as follows:

8.1.1 Permits/Licenses. Lessee shall maintain in good standing for the Lease Term all licenses, permits, qualifications and approvals required to perform the Services except as otherwise provided. Lessee possesses a valid California Contractor's License of the required class at the time of signing this Lease, and shall maintain such license during the term of this Lease. Lessee shall affirm its license number, classification and expiration date upon signing this Lease. The following statement is included in accordance with Section 7030 of the California Business and Professions Code:

"Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826."

8.1.2 Competence. Lessee possesses the necessary skills and qualifications to perform the Services. Lessee has familiarized itself with the nature and extent of the Services, the Capital Improvements, conditions relating to the site and locality, and laws and regulations that in any manner may affect Lessee's progress, performance or furnishing of the Services, by reviewing information and drawings provided by Lessor and/or the Designers-of-Record, including but not limited to information contained in the attachments hereto, and by conducting any additional investigation outlined below or as Lessee otherwise deems necessary and Lessee accepts any relevant limitations contained therein.

8.1.2.1 Lessee has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to above which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Services as the Lessee considers necessary for the performance or furnishing of the Services at the GMP, within the Lease Term and in accordance with the other terms and conditions of the technical specifications for the Services; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by the Lessee for such purposes.

8.1.2.2 Lessee has reviewed and checked all information and data with respect to existing facilities, existing utilities, existing underground or concealed utilities and existing underground facilities at or contiguous to the Project Site and accepts the limitations set forth in the technical specifications for the Services as to the extent to which the Lessee may rely on such information or on other information provided by the Lessor or its representatives. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect to said existing facilities, existing utilities, existing underground or concealed utilities and underground facilities are or will be required by the Lessee in order to perform and furnish the Services at the GMP, within the Lease Term and in accordance with the other terms and conditions of the technical specifications for the Services.

8.1.2.3 Lessee has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the technical specifications for the Services.

8.1.2.4 Lessee has given the Lessor written notice of all conflicts, errors or discrepancies that he has discovered in of the technical specifications for the Services and the written resolution therefor by the Lessor is acceptable to the Lessee.

8.1.2.5 Lessee shall renew these representations and covenants upon approval of Attachment A.2, B.2 and C.2 and prior to beginning Stage 2 Construction Services. Lessee shall conduct and/or review any additional examinations, investigations, explorations, tests, reports, studies or similar information or data as necessary to affect these renewed representations and covenants at Lessee's own expense, except as may be otherwise agreed to by the parties.

8.1.3 Use of Project Site. Lessee will use the Project Site solely and exclusively for the purpose of performing essential governmental or proprietary functions on behalf and for the sole benefit of Lessor and consistent with the permissible scope of Lessor's authority.

8.1.4 Prohibited Employment Discrimination: Lessee shall not discriminate in the employment of persons upon public works provided for under this Lease on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government code. Lessee will be subject to all the penalties imposed for any such violation of Chapter 1, Part 7, Division 2 of the Labor Code.

8.1.5 Sufficient Funds. The GMP includes sufficient funds to allow Lessee to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided under the Lease. Furthermore, Lessee hereby agrees to indemnify Lessor, its member cities and agencies, and the officers, directors and employees of any of them, from and against any losses, liabilities, costs, damages and penalties, including without limitation attorney's fees, arising out of any violations of Labor Code section 2810.

8.1.6 Immigration Reform and Control Act Compliance. Lessee 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 perform Services under this Lease. Within the past three (3) years, Lessee has not been fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms for its employees.

8.1.7 Workers' Compensation. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Lessee shall secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Lessee is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation claims or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the Services. Lessee certifies compliance with Labor Code section 3700 as set forth on the certificate included as Attachment E.

8.1.8 Work During Disputes. In the event of a dispute between the Parties as to the performance of the Services, the interpretation of this Lease, or payment or nonpayment for work performed, the parties shall attempt to resolve the dispute. If the dispute is not resolved, Lessee agrees to continue the work diligently to completion and will neither rescind this Lease nor stop the progress of the work, but may submit such controversy for determination in accordance with applicable law, including but not limited to Section 9204 of the Public Contract Code, to the extent applicable. In the event any litigation is commenced with respect to this Lease, such litigation shall not serve to suspend Lessee's obligation to continue performance of the Services hereunder.

8.1.9 Assignment of Anti-Trust Claims. Lessee and any of its subcontractors shall assign to Lessor all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Lease. This assignment shall be made and become effective at the time Lessor tenders final payment to Lessee, without further acknowledgment by the Parties.

8.1.10 Protection of Existing Improvements. Lessee shall be responsible for the protection of existing improvements and utilities within and adjacent to the Job Site and shall exercise due caution to avoid damage to such improvements. Unless otherwise provided, Lessee shall repair or replace all existing improvements and Public Utilities damaged or removed as a result of its operation after making any necessary arrangements or obtaining any necessary approvals from the owner of the existing improvements and/or Public Utilities. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension. All costs for protecting, removing, restoring and replacing existing improvements shall be borne solely by Lessee except as otherwise provided herein.

8.2 Prevailing Wage Requirements. Lessee further represents, covenants and warrants for the benefit of Lessor as of the date of this Lease as follows:

8.2.1 Prevailing Wage Laws. Lessee agrees to comply with and require its subcontractors to comply with the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., and California Code of Regulations, title 8, section 16000 et seq. (collectively, "Prevailing Wage Laws") in performing services pursuant to this Lease, and to comply with any additional applicable California Labor Code provisions related to such work including without limitation payroll recordkeeping requirements.

8.2.2 DIR Registration. Lessee must be, and must require its subcontractors to, be registered with the California Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless it registers with and pays an annual fee to the DIR. Lessee shall submit proof of current registration, and shall require subcontractors to submit proof of current registration, to Lessor prior to commencing work on the project.

8.2.3 Prevailing Wage. Lessee and its subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the DIR for all services described in this Lease and as required by law. The general prevailing wage determinations can be found on the DIR website at: <http://www.dir.ca.gov>. Lessee shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services pursuant to this Lease available to interested parties upon request, and shall post and maintain copies at Lessee's principal place of business and at the Project Site. Penalties for violation of Prevailing Wage Laws may be assessed in accordance with such laws. For example, Lessee shall forfeit, as a penalty to Lessor, Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each workman paid less than stipulated prevailing rates for services performed under this Lease by him, or any subcontractor under him, in violation of Prevailing Wage Laws. Lessee shall defend, indemnify and hold Lessor, its Member Agencies (to include the City of Solana Beach and the City of Encinitas) and each of their respective officials, officers, directors, employees, agents and volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of the failure or alleged failure of Lessee or its subcontractors to comply with Prevailing Wage Laws.

8.2.4 Payroll Records. Lessee and each of its subcontractors shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by Lessee or subcontractor in connection with the services performed pursuant to this Lease. Each payroll shall be certified, available for inspection, and electronic copies thereof furnished directly to the Labor Commissioner (also known as the Division of Labor Standards Enforcement) (A) at least monthly or more frequently or (B) in a format prescribed by the Labor Commissioner, as prescribed in California Labor Code section 1776, including any required redactions. Lessee shall keep Lessor informed as to the location of the records and shall be responsible for the compliance with these

requirements by all subcontractors. Lessee shall inform Lessor of the location of the payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of any change of location and address. Penalties for noncompliance include a forfeiture of One Hundred Dollars (\$100) per calendar day, or portion thereof, for each worker until strict compliance is effectuated.

8.2.5 Workday.

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

8.2.5.2 All on site work is to be performed Monday through Friday between the hours of 7:00 a.m. and 4:30 p.m. In the event these working hours conflict with an ordinance of the City of Cardiff, Lessee shall perform site work in compliance with such ordinance. At the start of each workday Lessee will register all contract personnel on site for/or during that workday at the Operations Building. Lessee will also notify Lessor's designated Project Manager or the Project Manager's assigned alternate of their daily schedule. Any change in the defined working times must have prior written approval from Lessor's General Manager or his designated representative.

8.2.6 Apprentices. Lessee's attention is directed to the provisions of California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning employment of apprentices by Lessee or any of its subcontractors. If applicable to the services to be performed under this Lease, Lessee shall comply with such apprenticeship requirements and submit apprentice information to Lessor. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the DIR or from the Division of Apprenticeship Standards. Knowing violations of section 1777.5 will result in forfeiture not to exceed One Hundred Dollars (\$100) for each calendar day of non-compliance pursuant to section 1777.7.

Article 9 Warranty

9.1 Warranty. Lessee guarantees all work pursuant to this Lease, including those Services described in Article 4.1 and the attachments hereto, against defective materials or workmanship for period of one (1) year from the date of substantial completion of all work, except where longer warranty periods are specifically stated. Any defective material or workmanship which may be discovered before substantial completion all work or within one (1) year thereafter shall be corrected immediately by Lessee at its own

expense notwithstanding that it may have been overlooked in previous inspections and estimates. Any work to correct a defect in workmanship and/or replacement materials shall additionally be guaranteed by Lessee for a period of one (1) year from the date of completion of such corrective work or replacement of materials.

9.1.1 Failure to inspect the work at any stage shall not relieve Lessee from any obligation to perform sound and reliable work as herein described. It is Lessee's ultimate responsibility to complete all work as required by this Lease.

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

9.1.3 In the event it is necessary for Lessor to file suit to enforce any liability of Lessee pursuant to this Article, Lessor shall be entitled to recover from Lessee, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Lessor in successfully enforcing Lessee's obligations, all to be taxed as costs and included in any judgment rendered.

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

Article 10 Non-Appropriation

10.1 Non-Appropriation. Lessor is obligated only to pay such Capital Improvement Installment Payments under this Lease as may lawfully be made from available funds appropriated for that purpose. Should Lessor fail to have appropriated available funds to pay Capital Improvement Installment Payments under this Lease during the Lease Term, this Lease shall be deemed terminated. Lessor agrees to deliver one hundred and eighty days' notice to Lessee of such termination, but failure to give such notice shall not extend the Term. For the purposes of this section, "funds appropriated" shall mean Lessor's available funds authorized within its annual budget for capital improvements.

Article 11 Independent Contractor

11.1 Independent Contractor. Lessor and Lessee are engaged in an independent contractor relationship; nothing in this Lease shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Nothing in this Lease shall be interpreted or construed as creating or establishing the relationship of employer and employee between Lessor and Lessee or any employee, agent or subcontractor of Lessee. Lessee will supervise the work and control the means for accomplishment of the services and work to be performed hereunder. Lessee will employ only competent

workers for the execution of this Lease. No permitted or required approval by Lessor of personnel, costs, schedules, documents or services of Lessee shall be construed as making Lessor responsible for the manner in which Lessee performs its services. Such approvals are intended only to give Lessor the right to satisfy itself with the quality of work performed by Lessee.

Article 12 Safety

12.1 Safety. Lessee shall comply with all applicable state, federal and other laws relating to safety, including Lessor's applicable safety practices, while in possession of the Project Site. Lessee will share this information with all subcontractors and other people brought onto the Project Site under Lessee's authority and Lessee will be responsible for the compliance of all subcontractors and other people brought onto the Project Site under Lessee's authority. Lessee will be responsible for providing required and necessary protective gear and safety equipment for its personnel, including any subcontractor personnel, while on the Project Site. Lessee agrees to hold harmless Lessor, its employees or agents for any injury or damage resulting from non-compliance with Lessor, State or Federal safety requirements.

12.2 Certifications. Lessee has received, read, and understands Lessor's Contractor Safety Policy and Procedures. Within the past three (3) years, Lessee has not been fined or otherwise penalized by Cal/OSHA.

Article 13 Subcontractors

13.1 Lessee Responsibility for Subcontractors. If the Lessee subcontracts any of the services to be performed under this Lease, Lessee shall be as fully responsible to Lessor for the acts and omissions of Lessee's subcontractors and of the persons either directly or indirectly employed by the subcontractor, as Lessee is for the acts and omissions of persons directly employed by Lessee. Nothing contained in the Lease shall create any contractual relations between Lessor and any subcontractor of Lessee. The Lessee shall bind every subcontractor by the terms of the Lease unless specifically noted to the contrary in the subcontract in question and approved in writing by Lessor.

13.2 Competitive Bidding of Subcontracted Work. Lessee shall comply with the following requirements for any subcontracted work constituting construction of a public work performed under this Lease in an amount in excess of (0.5%) of the GMP or ten thousand dollars (\$10,000), whichever is less:

13.2.1 Bidding Procedure. Lessee may self-perform Stage 2 Construction Services consistent with the labor rates, equipment rates, mark-ups and profit included herein as Attachment D, in an amount up to 10 percent of the GMP. Stage 2 Construction Services in excess of 10 percent of the GMP ("Balance of Construction Services") shall be procured through a competitive bidding process whereby the Lessee facilitates a prequalification process to determine subcontractors to perform discrete portions of the

Stage 2 Construction Services, and the Lessee then solicits and receives bids from those prequalified subcontractors. Prequalified subcontractors shall be agreed to by the Lessee and Lessor prior to soliciting bids. Lessee shall solicit and receive at least three independent bids for any subcontracted work; provided, however, Lessee may proceed with fewer than three bids if three bids were not reasonably available at the time of the bid. Bids shall be submitted to Lessee either via hard copy or email. Lessee shall submit to Lessor written evidence of its competitive bidding procedures set forth herein, listing all responsive bids and their amounts and the name or names of the subcontractor or subcontractors to whom Lessee proposes to award such subcontracts for construction. A tabulation of all bids shall be maintained by Lessee and provided to Lessor upon written request. The Lessee may furnish any portions of the Balance of Construction Services in excess of the 10 percent self-performance amount, provided that the Lessee: (1) identifies to the Lessor those portions of the Balance of Construction Services it desires to self-perform, (2) facilitates a prequalification process to determine at least 2 subcontractors qualified to perform the work, (3) Lessee and qualified subcontractors each submit sealed bids, for a total of three (3) bids, to Lessor at a predetermined bid date and time, and (4) the Lessee furnishes the lowest bid price. The lowest bid price for any Balance of Construction Services work shall be determined in comparison to the Lessee's submitted bid price to the subcontractor's submitted bid price, inclusive of the Lessee's subcontractor mark-up percentage in accordance with Attachment D.

13.2.2 Designation of Subcontractors. Lessee will list each subcontractor who will perform Services under this Lease in excess of (0.5%) of the GMP on the Designation of Subcontractors, included herewith as Attachment F, and shall also list the portion of the Services which will be done by each such subcontractor. No changes or substitutions will be allowed except as approved in writing by Lessor.

13.2.3 Prevailing Wage. Lessee requires, and the specifications and bid and subcontract documents shall require all subcontractors engaging to perform Services to pay prevailing wages to otherwise comply with applicable provisions of the California Labor Code, California Government Code and the California Public Contracts Code.

13.2.4 Security. Each subcontractor engaged to perform Services shall be required to furnish labor and material payment bonds and contract performance bonds, each in an amount equal to 100% of the subcontract price naming Lessee and Lessor as obliges and issued by insurance or surety companies approved by Lessor. All such bonds shall be in a form approved by Lessor, which approval shall not be unreasonably withheld. Rather than requiring its subcontractors to provide such bonds, Lessee may elect to provide the same for the benefit of its subcontractors.

13.2.5 Insurance. Each subcontractor engaged to perform Services shall be required to provide proof of insurance conforming to the requirements of Article 18 of this Lease throughout the term of construction, except to the extent Lessee elects to include all subcontractors as additional insureds under Lessee's policies as part of a consolidated insurance program or "wrap up".

13.2.6 Compliance. Each subcontractor shall be required to perform Services in conformance with applicable federal, state and local laws and the policies and procedures of Lessor, as they may be amended from time to time

13.2.7 Verification. Lessee shall provide proof to Lessor, at such intervals and in such form as Lessor may require, that the foregoing requirements have been satisfied as to all Services.

Article 14 Work by Others

14.1 Work by Others. Lessor may perform additional work related to the Capital Improvements or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain conditions similar to these. Lessee shall afford the utility service companies and the other contractors who are parties to such direct contracts (or Lessor, if Lessor is performing the additional work with Lessor's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate its Services with theirs.

14.2 Duty to Inspect. If any part of Lessee's work depends for proper execution or results upon the work of any such other contractor or utility service company (or Lessor), Lessee shall inspect and promptly report to Lessor in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Lessee's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Lessee's Services except for latent defects and deficiencies in the other work.

14.3 Alterations. Lessee shall do all cutting, fitting and patching of its Services that may be required to make its several parts come together properly and integrate with such other work. Lessee shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Lessor and the others whose work will be affected.

14.4 Notice. If the performance of additional work by other contractors or utility service companies or Lessor was not noted in the specifications, written notice thereof shall be given to Lessee prior to starting any such additional work. If Lessee believes that the performance of such additional work by Lessor or others involves additional expense or requires an extension of the Lease Term, Lessee may make a claim for such increased compensation or extension of time to the extent such claim is not otherwise barred and consistent with the terms of this Lease.

Article 15 Suspension of Services

15.1 Lessor may, at any time and without cause, suspend the Services or any portion thereof for a period of not more than ninety (90) days by notice in writing to Lessee which shall fix the date on which Services shall be resumed. Lessee shall resume the Services

on the date so fixed. Lessee will be allowed an increase in the GMP or an extension of the Lease Term, or both, directly attributable to any suspension if Lessee submits a claim therefore in writing to Lessor within five (5) working days of resuming work.

Article 16

Liens, Taxes, Other Governmental Obligations

16.1 Liens and Encumbrances. Lessee shall keep the Capital Improvements and Project Site free of all levies, liens and encumbrances and shall be solely responsible for any such levy, lien or encumbrance relating to Lessee's performance under this Lease. Although the Parties anticipate that the Capital Improvements and Project Site will be exempt from all property taxes, Lessor shall pay when due any such taxes lawfully assessed or levied against or with respect to such Capital Improvements and Project Site in connection with this Lease.

16.2 Taxes. Each Party shall be solely responsible for paying all federal and state employment and income taxes and maintaining required insurance, including but not limited to workers' compensation insurance, for their respective employees.

16.3 Indemnity. Each Party agrees to hold harmless, indemnify and defend the other Party from any and all liability, damages or losses (including attorneys' fees, costs, penalties and fines) the other Party suffers as a result of such Party's failure to meet its obligations this Section.

Article 17

Security

17.1 Security for Performance. Lessee shall deliver to Lessor at the GMP amendment date and is to cover only Stage 2 Construction Services, the following security for the faithful performance of Lessee's obligations under the Lease:

17.1.1 The amount of the performance security shall be 100% of the total amount payable by the terms of this Lease. Following determination of the GMP, the amount of the performance security shall be adjusted to reflect any change in the total amount payable under this Lease.

17.1.2 The form of the security shall be:

17.1.2.1 Cash;

17.1.2.2 Cashier's check made payable to Lessor;

17.1.2.3 A certified check made payable to Lessor;

17.1.2.4 A bond, executed by an approved surety insurer using the Performance Bond form included herewith as Attachment G or a substitute form acceptable to and approved by Lessor, made payable to Lessor; or

17.2 Security for Payment. Lessee shall deliver to Lessor and maintain during the Lease Term, the following security for the faithful payment of Lessee's obligations under the Lease: a payment bond in the form included herewith as Attachment H, or a substitute form acceptable to and approved by the Lessor, in the amount of 100% of the total amount payable by the terms of this Lease pursuant to Civil Code § 9550. Following determination of the GMP, the amount of the payment shall be adjusted to reflect any change in the total amount payable under this Lease.

17.3 Bond Requirements. Any bonds provided under this Article shall meet the following criteria: be executed by an admitted surety approved to conduct business in the State of California, pursuant to Code of Civil Procedure section 995.120; comply with California Code of Civil Procedure section 995.630, and be accompanied by a certified copy of the authority to act; and be secured from a surety company satisfactory to Lessor. Lessor shall be supplied either with: (1) proof of a minimum rating of A, according to the current edition of Best's Key Rating Guide for the coverage being offered; or (2) the information described in Code of Civil Procedure section 995.660(a)(1) through (4). If the surety on any bond furnished by Lessee is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of Capital Improvements are located or it ceases to meet the requirements of the Lease, Contractor shall within five (5) working days thereafter substitute another bond and surety, both of which shall be acceptable to Lessor.

Article 18 Insurance Requirements

18.1 General. Lessee shall obtain insurance coverage of the types and amounts required herein and shall maintain such insurance policies in force until all Services are completed and the Capital Improvements have been accepted by Lessor, or until the Lease terminates, whichever is earlier, except as otherwise provided herein.

18.2 Types of Insurance, Limits. The types of insurance to be obtained by Lessee and the minimum limits for each policy shall be as follows. The required limits may be satisfied through a combination of Lessee's primary and excess (umbrella) insurance policies.

General Liability	Coverage Limits
Comprehensive Form	\$1,000,000 each occurrence
Premises – Operations	\$2,000,000 per project aggregate
Explosion & Collapse Hazard	\$2,000,000 completed operations
Bodily Injury & Property Damage	aggregate
Underground Hazard Combined Products/Completed Operations Hazard	
Contractual Insurance	
Broad Form Property Damage	
Independent Contractors	
Personal Injury	

Automobile Liability	Coverage Limits
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Comprehensive Form Owner Hired Non-Owner Bodily Injury & Property Damage Combined	\$2,000,000 combined single limit
Excess Liability Umbrella Form providing coverages in excess of the General Liability, Auto Liability and Employer's Liability	Coverage Limits \$10,000,000 each occurrence and in the aggregate
Builder's All Risk Construction Activities Only Including: 1. Fire 2. Extended Coverage 3. Vandalism & Malicious Mischief 4. Theft 5. Collapse 6. Flood	Coverage Limits N/A
Workers' Compensation Including occupational disease provisions	Coverage Limits As required by law
Employer's Liability Comprehensive Form	Coverage Limits \$1,000,000 each occurrence and in the aggregate

18.3 Requirements for Insurers. All insurers must be authorized to do business and have an agent for service of process in California and have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating.

18.4 Additional Insureds. Lessor, its member agencies the City of Encinitas and the City of Solana Beach, and their respective directors, officials, officers, employees, representatives, consultants and agents ("Indemnitees") shall be included as additional insureds under all policies, except Workers' Compensation.

18.5 Proof of Insurance. Before commencement of the Services, Lessee shall provide Lessor with evidence of all insurance required to be purchased by Lessee pursuant to the Lease in the form of a certified copy of each policy, a certificate of insurance related to each policy and any additional insured endorsements. The policies of insurance and all related certificates must be acceptable to Lessor. Each certificate of insurance shall include the job site and Project number.

18.6 No Limitation on Liability. Nothing contained in the insurance requirements of this Lease shall be construed as limiting the liability of Lessee or the Lessee's Sureties.

18.7 Deductibles. Any and all deductibles in the insurance policies purchased by the Lessee shall be assumed by and be for the account of, and at the sole risk of the Lessee.

18.8 Notice. Lessee shall provide Lessor with at least thirty (30) days advance written notice of any intended termination, cancellation, or reduction in coverage of any policy. If a policy does expire during the Lease Term, Lessee must provide Lessor with written proof of the renewal of the required coverage not less than five (5) working days before the expiration date.

18.9 Lessee's Insurance Primary. Lessee's General, Automobile, and Excess Liability insurance policies shall be primary over any insurance available to Lessor and as to any claims arising out of or relating to this Lease, it being the intention of the Parties that the Lessor's insurance policies shall protect both Parties and be primary coverage for any and all losses covered by the described insurance.

18.10 Waiver of Subrogation. All policies of insurance herein required, except Workers' Compensation shall be endorsed to include a waiver by the insurer of all rights of subrogation against the Indemnitees.

18.11 Completed Operations Coverage. The general liability insurance shall include completed operations coverage and shall include Lessor, Architect, and their agents, directors, officials, officers and employees as additional insured using an endorsement that provides coverage at least as broad as ISO form CG 20 10 11 85. Lessee shall maintain such completed operations insurance for at least two years after final payment.

18.12 Lessor's Liability Insurance. Lessor shall be responsible for purchasing and maintaining its own liability insurance, or self-insurance, and, at Lessor's option, may purchase and maintain such insurance as will protect Lessor against claims which may arise from this Lease.

18.13 Property Insurance. The property insurance described above shall be subject to the following requirements in addition to any other requirement stated herein:

18.13.1 The property insurance shall cover the Services at the Project Site to the full insurable value thereof. This insurance shall include the interests of the Lessor, Lessee, and subcontractors; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified; and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals).

18.13.2 The policy of property insurance shall provide that all insurance proceeds are to be paid to Lessor "as Trustee" in accordance with Article 18.13.6 Receipt and Application of Proceeds.

18.13.3 If not covered under the "all risk" insurance or otherwise provided herein, Contractor shall purchase and maintain similar property insurance on portions of the Capital Improvements stored on or off the Project Site or in transit when such portions of the Capital Improvements are consideration for the Capital Improvement Installment Payments. All such insurance required herein shall remain in effect until the Services are Substantially Completed.

18.13.4 Lessor and Lessee waive all rights against each other and the subcontractors and Architect, and their agents and employees, for damages caused by fire or other perils to the extent covered, and paid, by the property insurance provided herein, or any other property insurance applicable to the Services, except such rights as they may have to the proceeds of such insurance held by Lessor as trustee. Lessor or Lessee, as appropriate, shall require similar waivers in writing by the Architect and from each subcontractor; each such waiver will be in favor of all other parties enumerated herein.

18.13.5 If Lessor finds it necessary to occupy or use a portion or portions of the Project Site prior to substantial completion of the Services, no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

18.13.6 Receipt and Application of Proceeds

18.13.6.1 Any insured loss under the policies of property insurance required herein shall be adjusted with Lessor and made payable to Lessor as trustee for the insured(s), as their interests may appear, subject to the requirements of any applicable mortgage clause and of the following paragraph. Lessor shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged property shall be repaired or replaced, the moneys so received applied on account thereof and the Services and the cost thereof covered by an appropriate amendment to the Lease.

18.13.6.2 Lessor as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen (15) days after the occurrence of loss to Lessor's exercise of this power. If such objection is made, Lessor as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach.

Article 19 Indemnification

19.1 To the fullest extent permitted by law, Lessee shall indemnify, defend and hold harmless Lessor, its member agencies the City of Encinitas and the City of Solana Beach,

the Architect, and the directors, officers, officials, employees and agents of each of them ("Indemnitees") from and against all claims, liabilities, damages, losses and expenses including, but not limited to attorneys' fees and costs of suit ("Claims") arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Services themselves) including the loss of use resulting therefrom, and (2) is caused in whole or in part by either (a) any act, omission or negligence (active or passive) of Lessee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether the Claim is caused in part by a party indemnified hereunder, or (b) arises out of operation of law as a consequence of any act or omission of Lessee, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether any of them has been negligent. Lessee shall pay all the costs incident to such defense, including, but not limited to, attorneys' fees, costs of suit, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity, or under the rules of any administrative agency, shall be covered by this Article including but not limited to those alleging the violation of any federal, state or local statute or ordinance. Lessor shall have the full right to select competent counsel (subject to the approval of Lessee which may not be unreasonably withheld) to defend Lessor pursuant to this Article. Nothing in this paragraph shall impose on Lessee, or relieve Lessor from, liability for the active negligence of Lessor.

19.2 In any and all claims against any of the Indemnitees by any employee of Lessee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Lessee or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

Article 20

Damage, Destruction or Condemnation

20.1 Risk of Loss or Damage. Lessee shall bear the entire risk of loss, damage, or destruction of the Capital Improvements or to the Project Site from any cause whatsoever during the Lease Term. If any loss, damage or destruction occurs, Lessor may require Lessee to repair or replace the affected property at Lessee's sole expense.

20.2 Application of Funds. If (a) the Capital Improvements, Project Site or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Capital Improvements, Project Site or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied first to (a) the outstanding amount of the Lease Payments, then to (b) the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same

condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessor shall have exercised its option to purchase the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

20.3 Definitions. For purposes of this Section, the term "Net Proceeds" shall mean (a) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Capital Improvements or Project Site, or (b) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of the Lease Payments and any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement shall be retained by Lessee.

Article 21 Default and Remedies

21.1 Events of Default. Any of the following events shall constitute an "Event of Default" under this Lease:

21.1.1 Failure by Lessor to timely pay any Capital Improvement Installment Payment or other payment required to be paid under this Lease;

21.1.2 Failure by Lessee to timely pay any Project Site Lease Payment or other payment required to be paid under this Lease;

21.1.3 Failure to obtain, maintain and comply with all of the insurance coverages required under this Lease;

21.1.4 Any transfer or encumbrance, or the existence of any lien, that is prohibited by this Lease;

21.1.5 A payment or other default by Lessee under any loan, lease, guaranty or other financial obligation to Lessor which default entitles the other party to such obligation to exercise remedies;

21.1.6 A payment or other default by Lessee under any material loan, lease, guaranty or other material financial obligation to any third party which default has been declared;

21.1.7 Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, including failure to satisfactorily complete the Services within the times specified on the attachments hereto;

21.1.8 Any statement, representation or warranty made by Lessee in or pursuant to this Lease shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

21.1.9 Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

21.2 Remedies in Event of Default. The Parties shall have the following remedies in an Event of Default:

21.2.1 In the Event of Default by Lessee, Lessor shall have the right, after providing a minimum of thirty (30) days written notice and opportunity to cure to Lessee, to terminate the Lease, retake possession of the Project Site and any Capital Improvements thereon, exercise the Purchase Option and recover any liquidated and special damages expressly provided for herein. Upon retaking possession, Lessor shall immediately pay any Capital Improvement Installment Payments that are due at that time and may call upon any relevant security provided by Lessee pursuant to Article 17.

21.2.2 In the Event of Default by Lessor, and subject to the claims procedure in Article 22 below, Lessee shall have the right to terminate the Lease, to collect any Capital Improvement Installment Payments that are due at that time, and to recover damages suffered as a result of Lessor's unreasonable delay not within the contemplation of the parties.

21.3 Liquidated Damages. The Parties recognize that time is of the essence of this Agreement and that Lessor will suffer financial loss if the Services are not completed within the times specified in the schedule(s) attached hereto, plus any extensions therein allowed. They also recognize the delays, expense and difficulties involved in proving in a legal action or arbitration proceeding the actual loss suffered by Lessor if the Services are not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty) Lessee shall pay Lessor One Thousand Five Hundred Dollars (\$1,500.00) for each day that expires after the time specified for completion of Services in the schedule(s) contained in the attachments hereto until the Services are fully complete and Lessor issues a Notice of Final Completion. Lessee shall not be assessed liquidated damages for delay in completion of the Capital Improvements, when such delay was caused by the failure of the Lessor or the owner of a utility to provide for removal or relocation of such utility facilities.

21.4 Special Damages. In addition to the amount provided for liquidated damages, Lessee shall pay Lessor the actual costs reasonably incurred by Lessor for engineering and inspection forces employed on the Services for each day that expires after the time specified for Substantial Completion, including any extensions thereof, until the Services are substantially complete. Additionally, Lessee shall pay Lessor the actual costs reasonably incurred by Lessor for engineering and inspection forces employed on the Services that are required as a result of mid-project delays, exceptional or unforeseen

circumstances which cause the Lessee to work extended (i.e., more than 10-hour) work days, unexpected weekends, or on an expedited schedule.

21.5 Waiver of Consequential Damages. Notwithstanding any provision to the contrary in this Agreement, the Contractor and Owner waive claims against each other for losses of use, for loss of income, revenue or profit, for financing costs or loss of financing, for impact to business and reputation, for additional taxes, interest, penalties and insurance, and damages incurred by the Contractor for losses of financing, business and reputation, and for loss of profit.

21.6 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity.

21.7 Ongoing Responsibility. In an Event of Default, Lessor shall not be relieved of any responsibility under the Lease for Services performed before the termination of the Lease. Furthermore, termination of the Lease shall in no way relieve Lessor and/or surety from any of its covenants, undertakings, duties and obligations under this Lease nor limit the rights and remedies of Lessor then existing or which may thereafter accrue hereunder in any manner whatsoever. Any retention or payment of moneys due Lessee by Lessor will not release Lessee from liability.

Article 22 Claims

22.1 Notwithstanding any other law, including Public Contract Code sections 10240 and 20104, the Parties to this Lease are subject to the provisions of Section 9204 of the Public Contract Code, which requires compliance with the procedures set forth in this section to resolve any Claim by Lessee arising under the Lease. Lessor shall have full authority to compromise or otherwise settle any claim not covered by this Article. Lessor will timely notify Lessee of the receipt of any third-party claim, relating to the Lease.

22.2 For purposes of this section only: "Claim" means a separate demand by Lessee sent by registered mail or certified mail with return receipt requested, for one or more of the following:

22.2.1 A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Lessor under the Lease.

22.2.2 Payment by Lessor of money or damages arising from work done by, or on behalf of, the Lessee pursuant to the Lease and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

22.2.3 Payment of an amount that is disputed by Lessor.

22.3 For the purposes of this Article only: "subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the

Business and Professions Code who either is in direct contract with Lessee or is a lower tier subcontractor.

22.4 Upon receipt of a Claim pursuant to this section, Lessor shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, Lessor and Lessee may, by mutual agreement, extend the time period provided in this subdivision.

22.5 The claimant shall furnish reasonable documentation to support the Claim.

22.6 If Lessor needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, Lessor shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

22.7 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after Lessor issues its written statement. If Lessor fails to issue a written statement, Article 22.12 shall apply.

22.8 If the claimant disputes Lessor's written response, or if Lessor fails to respond to a Claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, Lessor shall schedule a meet and confer conference within 30 days for settlement of the dispute.

22.9 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, Lessor shall provide the claimant a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after Lessor issues its written statement. Any disputed portion of the Claim, as identified by the Lessee in writing, shall be submitted to nonbinding mediation, with Lessor and the claimant sharing the associated costs equally. Lessor and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

22.10 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

22.11 Unless otherwise agreed to by Lessor and the Lessee in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

22.12 Failure by Lessor to respond to a Claim from Lessee within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of Lessor's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

22.13 Amounts not paid in a timely manner as required by this section shall bear interest at seven (7) percent per annum.

22.14 If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against Lessor because privity of contract does not exist, Lessee may present to Lessor a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Lessee present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to Lessor shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, Lessee shall notify the subcontractor in writing as to whether Lessee presented the Claim to Lessor and, if Lessee did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

Article 23 General Provisions

23.1 Amendment/Modification. No amendment or modification of the terms or conditions of this Lease shall be valid unless made in writing and signed by the Parties expressing their mutual intent to be bound thereby. General Conditions to this agreement will be developed/negotiated during Stage 1 services including, but not limited to, language addressing differing site conditions, pre-existing hazardous materials, designation of Owner as generator of all pre-existing hazardous materials, schedule delay, definition of project substantial and final completion, termination for convenience of Owner.

23.2 Entire Lease. This Lease, including all attachments which are hereby incorporated by reference, reflect the only, sole, and entire agreement between the Parties relating in any way to the subject matter hereof. No statement, promise, or oral representations have

been made which in any way form a part of or modify this Lease. This Lease is intended to replace and supersede any and all other agreements between the Parties, whether oral or in writing, relating to the subject matter of this Lease.

23.3 Assignment. Neither Party may assign any right or obligation under this Lease, including any monies due thereunder, without prior written consent of the other Party.

23.4 Binding on Successors/Assigns. This Lease shall inure to the benefit of and shall be binding upon the Parties' respective successors and assigns.

23.5 Compliance with Laws/Rules. In performing the work specified in this Lease, Lessee agrees to comply with all laws, rules, regulations, ordinances, directives and orders, whether federal, state or local, and any and all of Lessor's policies and procedures, departmental rules and other directives applicable to the Services. Any changes to Lessor's policies and procedures that relate to Lessee will be provided to Lessee in writing. Lessee agrees to review such policies, procedures, rules and directives the contents of which Lessee will be deemed to have knowledge.

23.6 Audit. This Lease is subject to examination and audit of the State Auditor, at the request of Lessor or as a part of any audit of Lessor, for a period of three (3) years after final payment under the Lease. Lessee shall cooperate with Lessor regarding any such audit at no extra cost to Lessor.

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

23.8 Severability. Each term, condition, covenant, or provision of this Lease shall be viewed as separate and distinct, and in the event that any term, covenant, or provision be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect.

23.9 Headings. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

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

23.11 False Claims. In performing this Lease, and requesting and receiving payment, Lessee certifies it has not and will not submit false claims pursuant to California Government Code Section 12650 et seq.

23.12 Waiver. A waiver by either party of a breach of any provision of this Lease shall not constitute a general waiver or prejudice the other party's right otherwise to demand strict compliance with that provision or any other provisions in this Lease.

23.13 Notices. Notices required or given in connection with this Lease shall be made in writing and effective the same day when delivered by hand, or effective the day after being sent via overnight mail, to the Parties at the addresses below:

To Lessee: Jeff Newman
Area Manager
3750 Schaufele Ave, Suite 270
Long Beach, CA 90818

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

23.14 Authority. Each individual signing below on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of that entity.

23.15 Counterparts. This Lease may be executed in counterparts and such counterpart shall have the force and effect of an original. A facsimile, scanned, and/or photographic signature shall have the same force and effect as an original signature.

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

SAN ELIJO JOINT POWERS AUTHORITY

Date: 4.2.2019

By: 
Michael T. Thornton, P.E.
General Manager

PCL Construction Services PCL Construction Inc
Joint Venture.

Date: 3/27/2019

By:  
Mike McKinney
President
Shawn W. Britton
Secretary/Treasurer

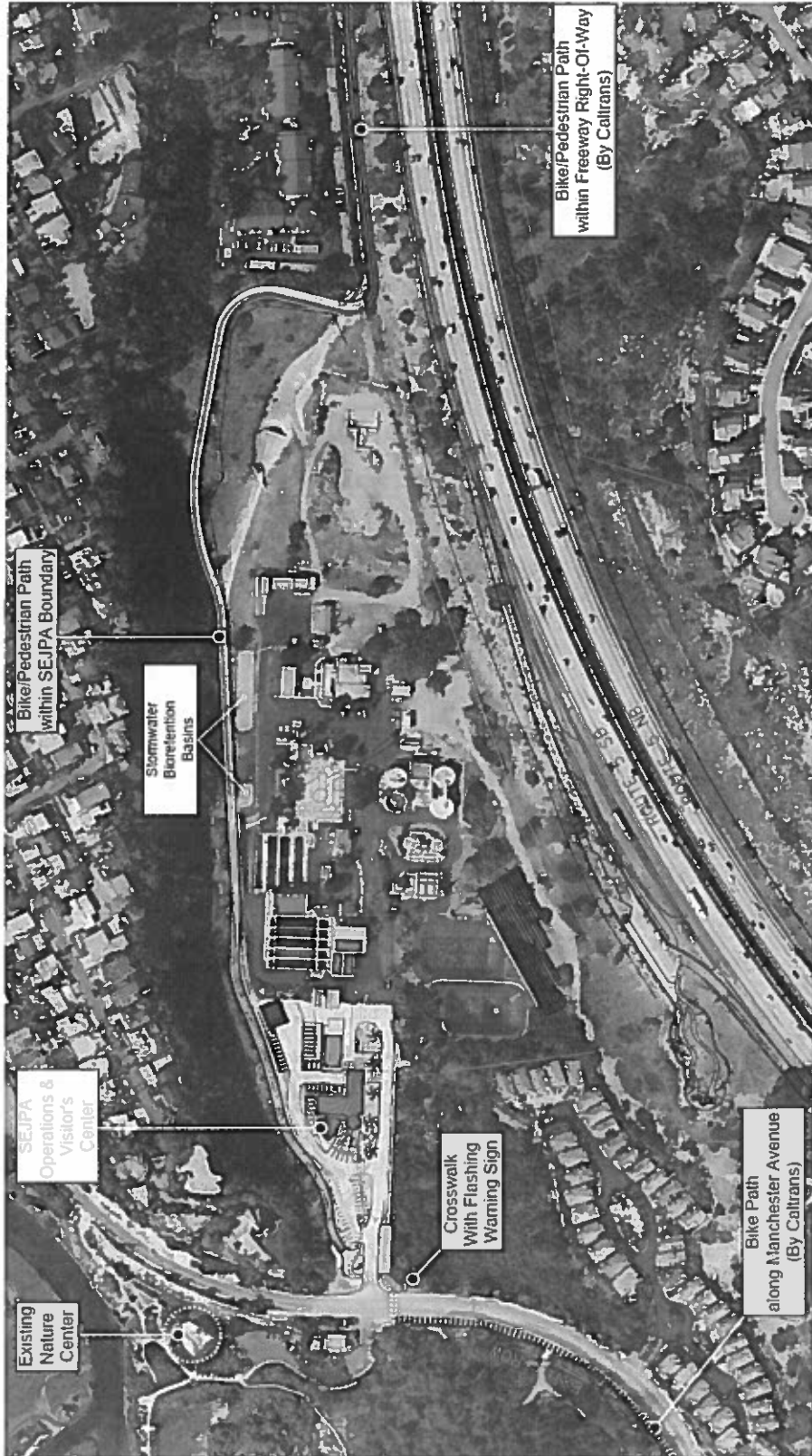
By: 
Jennifer Farnham
Area Manager

License No: 1043503

License Classification: A

License Expiration: 08/31/2020

ATTACHMENT A Project Site Map



RNT 10-25-18

ATTACHMENT A.2
Stage 2 Mark-up Percentages

- Overhead = 3.50%
- Profit = 3.50%
- Subcontractor Mark-up = 5.00%

ATTACHMENT B.1
Stage 1 Scope of Work

- Task 1.1 – Background Documents Review and Validation = \$10,594
 - Task 1.2 – 60% Design Development = \$21,189
 - Task 1.3 – Cost Estimates = \$29,954
 - Task 1.4 – Project Construction Schedule = \$5,425
 - Task 1.5 – Project Management and Coordination = \$63,659
 - Task 1.6 – Health and Safety Plan = \$8,151
- Total Stage 1 = \$138,972

ATTACHMENT B.2
Stage 2 Construction Services Scope of Work

ATTACHMENT C.1
Schedule for Stage 1 Design Services

ATTACHMENT C.2
Schedule for Stage 2 Construction Services

Item	Description	Start Date	End Date
1	Site Preparation	01-01-2024	03-31-2024
2	Foundation Work	04-01-2024	06-30-2024
3	Structural Framework	07-01-2024	09-30-2024
4	Roofing	10-01-2024	11-30-2024
5	Interior Finishes	12-01-2024	02-28-2025
6	Final Inspection	03-01-2025	03-31-2025

ATTACHMENT D.1
Schedule of Installment Payments for State 1 Design Services

Payment Date	Lease Amount
March 30, 2019	\$23,162
April 30, 2019	\$23,162
May 30, 2019	\$23,162
June 30, 2019	\$23,162
July 31, 2019	\$23,162
August 30, 2019	\$23,162

ATTACHMENT D.2
Schedule of Installment Payments for Stage 2 Construction Services and GMP

ATTACHMENT E
Workers' Compensation Insurance Certificate

Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

Dated: _____

By: _____

Title: _____

[End of Workers' Compensation Insurance Certificate]

ATTACHMENT F
Designation of Subcontractors

**ATTACHMENT G
Performance Bond**

BOND NO. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

WHEREAS, the _____
(hereinafter designated as OWNER) on _____ 20____
awarded to _____
(hereinafter designated as the PRINCIPAL) a contract for the work described as follows: _____

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract; _____

NOW THEREFORE, We, the Principal and _____

as Surety, are held and firmly bound unto the OWNER in the penal sum of _____
_____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his or its hers, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements, in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the OWNER, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to OWNER such reasonable attorneys' fees and costs as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the Contract, the above obligation in the said amount shall remain in effect for a period of one (1) year after the date of final payment by the OWNER of the Work undertaken pursuant to the Contract, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the OWNER from loss of damage made evident during said period of one year from the date of acceptance of the Work, and resulting from or caused by defective materials and/or faulty workmanship in the prosecution of the work done, the above obligation in the said amount shall remain in full force and effect. However, notwithstanding anything in this paragraph to the contrary, the obligation of the

Surety hereunder shall continue in effect so long as any obligation of the Principal remains.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the specifications accompany the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the Work or to the specifications. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefor, Surety shall pay all costs and reasonable expenses and fees, including reasonable attorneys' fees and court costs, incurred by OWNER in successfully enforcing any and all obligations, hereunder all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, _____ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ A.D. 20_____.

(Seal)	Principal
	Signature for Principal _____ Title _____
(Seal)	Surety
	Signature for Surety _____ Title _____

CALIFORNIA ALL PURPOSE 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)
) ss:
COUNTY OF _____)

On _____, before me, _____, 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 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.

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.

CALIFORNIA ALL PURPOSE 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)
) ss:
COUNTY OF _____)

On _____, before me, _____, 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 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.

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 Performance Bond]

**ATTACHMENT H
Payment Bond**

BOND NO. _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the _____
(hereinafter designated as OWNER) on _____ 20____
awarded to _____
(hereinafter designated as the PRINCIPAL) a contract for the work described as follows: _____

WHEREAS, said Principal is required by California Civil Code section 9550 to furnish a bond in connection with said contract;

NOW THEREFORE, We, the Principal and _____

as Surety, are held and firmly bound unto the OWNER in the penal sum of _____
_____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said principal, hers/his/its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 9554 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, the surety or sureties will pay for the same in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This Bond shall inure to the benefit of any of the persons named in Section 9554 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or

relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that his bond be construed most strongly against the surety and in favor of all persons for whose benefit such bond is given, by reason of any breach of contract between the OWNER and CONTRACTOR or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9554 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

This bond shall remain in full force and effect for one year after the date of final payment under the Contract, unless otherwise provided by law.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____

(Seal)	Principal
	Signature for Principal Title
(Seal)	Surety
	Signature for Surety Title

CALIFORNIA ALL PURPOSE 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)
) ss:
COUNTY OF _____)

On _____, before me, _____, 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 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.

Notary Public

CALIFORNIA ALL PURPOSE 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)
) ss:
COUNTY OF _____)

On _____, before me, _____, 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 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.

Notary Public

[End of Payment Bond]

Attachment 2



**AMENDMENT NUMBER 4 TO THE AGREEMENT BETWEEN THE
CLIENT AND KIMLEY-HORN**

AMENDMENT NUMBER 4 DATED February 17, 2020 to the agreement between San Elijo Joint Powers Authority, ("Client") and Kimley-Horn, ("Consultant") dated June 11, 2018 ("the Agreement") concerning SEJPA Multi-Use Path Improvements (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

SAN ELIJO JOINT POWERS AUTHORITY

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN

By: Dennis Landaal

Title: Senior Vice President

Date: 02/17/2020

Exhibit A to Amendment Number 4,
dated February 17, 2020

Consultant has performed the Services as described below:

Purpose of Amendment

Kimley-Horn will provide design services during construction as identified under the DESIGN SERVICES DURING CONSTRUCTION. The purpose of this amendment is to cover the effort Kimley-Horn is anticipated to spend to meet the client's needs.

DESIGN SERVICES DURING CONSTRUCTION

TASK 8 - DESIGN SERVICES DURING CONSTRUCTION (DSDC)

Kimley-Horn shall provide design support services during construction for design work previously performed by Kimley-Horn as directed by the SEJPA Project Manager. DSDC effort shall include the following:

Task 8.1 - Coordination with Construction Management (CM) Team and Meetings

Coordinate with and provide consultation to SEJPA's Project Manager (PM) and SEJPA's Construction Manager (CM), either in person or via telephone/email during the construction phase of the project. Consultant will attend external meetings with SEJPA and its oversight staff, and meetings with utility owners or others to resolve issues and gain approvals.

Attend up to six (6) Jobsite Meeting. The meeting is anticipated to be up to three (3) hours long including travel.

Task 8.2 - Review Submittals, Respond to Requests for Information (RFI), Prepare Design Revisions

At the request of SEJPA, the Consultant Team will review and approve or take other appropriate action in respect to Contractor-prepared submittals required by the specifications, including shop drawings, product catalog cut sheets, certificates of compliance, samples, and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

As directed by SEJPA, the Consultant Team will review and respond to reasonable and appropriate Contractor RFIs forwarded from the City CM and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the City CM.

Prepare revisions to design plans and technical specifications as directed by the PM. Design revisions will be annotated in a manner directed by the PM. Modifications to the project plans and specifications may be required prior to and during the construction phase of the project. The Consultant Team will work with SEJPA and the CM to assess the purpose for implementing a potential change, to develop an appropriate solution, and will then develop corresponding revisions to the plans and specifications. Design revisions may be in response to action required by an RFI, CCO, an unforeseen site condition, informal value-engineering, etc. and will be annotated in a manner directed by PM.

At the request of SEJPA, the engineer of record will conduct up to one (4) site visits to respond to RFI's, to develop Contract Change Orders (CCOs), or to perform other specific tasks.

As directed by SEJPA, the Consultant Team will investigate utility conflicts discovered in construction and assist in resolution.

Task 8.3 - Punch list and Closeout Activities

As the project nears substantial completion, the Consultant Team will assist SEJPA in preparing a punch list of items to be addressed and prepare as-built plans for all civil drawings prepared by the Consultant. The Consultant shall rely on the plan redlines prepared by the CM during the construction to develop the as-built drawings. The contractor will provide to the design team their set of redlined plans showing changes made to the work. These redlines, and revision clouds will be incorporated onto one (1) consolidated final plan.

Task 8.4 - Project Administration (Invoicing and Progress Reports)

Consultant shall provide monthly invoices with a format that matches previous formats.

Schedule

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule and all application deadlines.

Fee and Billing

The total net fee to cover the additional scope of services performed by Kimley-Horn as outlined above minus the credited fee amounts to \$59,200.

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.

Very truly yours,

KIMLEY-HORN

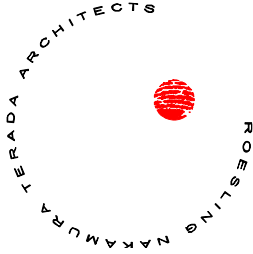
Kirk Ammerman, P.E.

Project Manager

Dennis Landaal, P.E.

Senior Vice President

Attachment 3



Roesling Nakamura Terada Architects

www.rntarchitects.com

363 Fifth Ave | Ste 202 | San Diego CA 92101 | P619.233.1023 | F619.233.0016

Ralph Roesling
Kotaro Nakamura
Mun Ying Kung
Chikako Terada
Joe Mansfield
Rommel Olaes
Raul Diaz
Tyson Cline

March 3, 2020

Mike Konicke
Associate Engineer
SAN ELIJO JOINT POWERS AUTHORITY
2695 Manchester Avenue
Cardiff by the Sea, CA 92007-7077

Re: San Elijo Joint Powers Authority Water Campus Project

Subject: Additional Services Request No. 2

Subject: Fee Proposal for Construction Administration Services, As-Built Documentation, SWPPP, Commissioning & Height Certification Services

Dear Mike;

We are pleased to submit this proposal for the Construction Administration services and As-Built Documentation for the San Elijo Joint Powers Authority Water Campus Project. We understand the project is a CMAR delivery method, with PCL Construction as the Construction Manager. We understand the anticipated construction duration is 15 months.

Services will include the Construction Administration services and As-Built drawing preparation by the responsible Architectural, Structural, Mechanical, Plumbing, Electrical, Civil and Landscaping disciplines for the project.

Additionally, services include preparation of the project Storm Water Pollution Prevention Plan (SWPPP), project Commissioning as required by the California Green Building

Water Campus Project
Add Service No.2
Construction Administration Support
Page 1
March 3, 2020

Code, and Height Certification as required by the City of Encinitas Planning Department.

Construction Administration Services will include the following:

Architectural

1. Review Contractor's submittals.
2. Confer with the Construction Manager and consultants to respond to requests for interpretation of the Contract Documents.
3. Issue Architect's clarifications to appropriately facilitate the work.
4. Attend weekly jobsite meetings and observe construction progress for compliance with the Contract Documents.
5. Perform job walk and prepare Punch List. Perform follow up and final job walks to verify completion of the Punch List and issue Notice of Completion.
6. Review Operation and Maintenance Manuals submittal for the project.

Structural

1. Review Contractor's submittals for concrete, masonry, reinforcing steel and structural steel.
2. Confer with the Architect to respond to requests for interpretation of the Contract Documents.
3. Provide periodic site observations (4) to review rebar placement at foundations and cast-in-place concrete walls and structural steel erection. Provide Field Observation Report for each site visit.

Mechanical/Electrical/Plumbing

1. Review Contractor's mechanical, electrical and plumbing submittals.
2. Confer with the Architect to respond to requests for interpretation of the Contract Documents.
3. Make four (4), two-person field observations during construction including final punch list job walk and punch list report.
4. Support project Commissioning with regard to interface with the third-party Commissioning Agent

and providing documentation pursuant to Commissioning effort.

5. Review Operation and Maintenance Manuals submittal for the project.

Civil

1. Review Contractor's submittals for water, sewer and storm drain utilities, and site paving.
2. Provide four (4) site observations. Provide Field Observation Report for each site visit.
3. Confer with the Architect to respond to requests for interpretation of the Contract Documents.
4. Review Operation and Maintenance Manuals submittal for the project.

Landscaping

1. Review Contractor's submittals for irrigation and planting.
2. Confer with the Architect to respond to requests for interpretation of the Contract Documents.
3. Site visits for the following:
 - a. Mainline pressure test.
 - b. Irrigation coverage test.
 - c. Water Audit attendance.
 - d. Plant material review.
 - e. Pre-maintenance walkthrough.
 - f. Post-maintenance walkthrough.
4. Review Operation and Maintenance Manuals submittal for the project.

SWPPP, Commissioning and Height Certification Services includes the following:

SWPPP Preparation

1. Prepare project SWPPP in accordance with the California Construction General Permit. SWPPP will incorporate entire project, including both Water Campus and Regional Multi-use Trail scopes of work. Fee: \$9,000

Commissioning

1. Perform project Commissioning of Mechanical, Plumbing and Electrical systems in accordance with the requirements of the California Green Building Code. Fee: \$25,700

Height Certification

1. Field survey and documentation of the as-built building height as required for Final approval of the Building Permit. Fee: \$1,600

To accomplish the aforementioned tasks; we propose the following:

Construction Administration:

Architectural	124,540
Structural	12,000
Mechanical/Electrical/Plumbing	20,625
Civil	11,800
Landscaping	8,220
<hr/>	
Total	\$177,185

As-Built Document Preparation Services will include the following:

- Incorporation field changes from the Contractor's marked up set into the electronic CAD and Revit base files (Autocad & Revit electronic files deliverable).
- Incorporation of field changes from the Contractor's marked up set into the project PDF conformed drawing set. (PDF electronic file deliverable).

As Bults:

Architectural	9,120
Structural	2,000
Mechanical/Electrical/Plumbing	3,000
Civil	3,200
Landscaping	3,150
<hr/>	
Total	\$20,470

Fee Summary

Construction Period Consultation	\$177,185
As-Builts	\$20,470
SWPPP Preparation	\$9,000
Commissioning	\$25,700
Height Certification	\$1,600
Grand Total	\$233,955

We understand that this proposal is an hourly, not to exceed, contract billed only for actual time spent on the project.

The following items are excluded from this proposal:

- Reimbursable expenses for printing and deliveries.
- City Permit and inspection fees.
- Special inspections and testing for soils and compaction, concrete and structural steel as required for City of Encinitas and Code Compliance.

Please review let me know if you have any questions or comments regarding this proposal.

Sincerely,



Joe Mansfield, Principal
ROESLING NAKAMURA TERADA ARCHITECTS, INC.

Attachment 4

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942
619.462.1515 tel
619.462.0552 fax
www.helixepi.com



February 25, 2020

Mike Konicke, LEED AP
Project Manager
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, CA 92007-7077

Subject: Letter Proposal/Agreement to Provide Environmental Consulting Services during Construction of the San Elijo Joint Powers Authority Trail and Upgrades

Dear Mike:

HELIX Environmental Planning, Inc. (HELIX) is submitting this letter proposal to the San Elijo Joint Powers Authority (Client; San Elijo) to provide environmental consulting services during the construction phase for the San Elijo Joint Powers Authority Trail and Upgrades Project (Project).

SCOPE OF SERVICES

The scope of services below has been developed based on the project's draft construction schedule and required mitigation measures and permit conditions provided to HELIX.

Biological Consulting Services

Task 1 Pre-construction Nesting Bird Surveys. In accordance with required mitigation measures and conditions, HELIX will conduct required pre-construction nesting bird surveys to determine if active nests are present within or adjacent to the construction footprint. The surveys will be conducted within 7 days of the start of construction. HELIX will provide a brief letter report to Client describing the survey methods and results of the survey, including a map of active nest(s) found during the survey and corresponding setback buffer from the active nest based on the project requirements, species, nest location, and other environmental factors. This task assumes up to three nesting bird surveys in the unexpected event that construction is delayed or phased in a manner that requires repeated or staggered surveys. This task assumes that no active nests will be found that require additional site visits and services for monitoring or coordination with the resource agencies; support for these services are included in Task 2 below.

Task 2 Additional Nesting Bird Inspections and Monitoring. In accordance with required mitigation measures and conditions, if HELIX documents an active bird nest as part of the pre-construction bird survey described in Task 1, this task provides for authorization to conduct up to three additional site visits to monitor the status of any active nests and document when the nests are

no longer active. HELIX will provide the results of the monitoring through brief e-mail memoranda.

Task 3 Worker's Education Awareness Program Training. In accordance with required mitigation measures and conditions, HELIX will prepare and assist the Client in implementing a Worker's Education Awareness Program (WEAP) that will be presented to project personnel during the pre-construction meeting. The WEAP materials will contain biological information and photographs of the sensitive biological resources found on the project site. It will also contain a brief summary of the general restrictions during construction, requirements prior to commencing and after work finishes each day, and contact information for biological, cultural, paleontological monitors. HELIX will assemble a PowerPoint presentation of the WEAP for the Client to provide to the construction foreman to keep at the construction site trailer and available for project personnel to access throughout the duration of construction.

Task 4 Biological Construction Monitoring. In accordance with required mitigation measures and conditions, HELIX's biologist will provide construction monitoring to help ensure that activities occur within the approved project limits. Included in this construction monitoring are the following tasks to be carried out by HELIX:

- a) Assist with demarcation of the location of any California sagebrush alliance, Torrey pine trees (demarcate location of trees, dripline, and five-foot buffer), and coastal California gnatcatcher critical habitat in proximity to planned work areas;
- b) Supervise the placement of temporary construction fencing along the approved work area limits where they interface with sensitive biological resources requiring avoidance;
- c) Help ensure that construction activities and staging areas are restricted to the approved work limits;
- d) Monitor construction activities (as needed) to help ensure that construction does not inadvertently encroach into sensitive areas beyond the approved work areas;
- e) Verify that the avoidance areas outside the work area limits remains free of trash, parking, or other construction-related activities.

For cost estimate purposes, an approximately 14-month construction schedule and up to 40 site visits (205 monitoring hours total) are assumed for a pre-construction meeting and ongoing biological construction monitoring. After the pre-construction meeting, delineating resources, and fence installation, visits will be conducted weekly through clearing the trail, and monthly for the remainder of construction activities.

Task 5 Annual and Final Reporting for San Diego Regional Water Quality Control Board (RWQCB). As required by the 401 permit, HELIX will submit an annual project progress report to RWQCB each year during construction. The reports will include documentation of report contributors, status and schedule of project activities, description of any construction delays, and description of any incident of non-compliance during the annual monitoring period. HELIX will also submit a final project completion report, including the dates of project initiation and completion, as-built drawings, photo documentation of impacts and implemented post-construction BMPs (prior to and after project construction), and photo coordinates. This task assumes two annual reports

and one final report. Monitoring reports will be submitted to Client to review prior to submittal to RWQCB; annual reports must be submitted to RWQCB prior to May 1 of each year, and the final report must be submitted within 30 days of completion of the project.

Cultural Resources and Paleontological Consulting Services

- Task 6 Archaeological Construction Monitoring. In accordance with required mitigation measures and conditions, HELIX will complete the following archaeological construction monitoring: an archaeologist will attend a pre-construction meeting to explain the requirements of the monitoring program; provide an archaeological monitor for all grading and ground-disturbing activity (including clearing and grubbing) in soils with a potential for containing cultural material (i.e., not formational material); and prepare a report documenting the methods and results of the monitoring program. For budgeting purposes, 28 days of monitoring are assumed. A 9-hour day is assumed for the archaeological monitor to account for travel time and daily monitoring notes.
- Task 7 Native American Construction Monitoring. In accordance with required mitigation measures and conditions, as a subcontractor to HELIX, Red Tail Environmental will provide Native American cultural monitoring during construction. The scope of work for this task is: a Kumeyaay Native American monitor will attend a pre-construction meeting to explain the requirements of the monitoring program; and provide a Native American monitor for grading and ground-disturbing activity (including clearing and grubbing). For budgeting purposes, 28 days of monitoring are assumed.
- Task 8 Paleontological Construction Monitoring. In accordance with required mitigation measures and conditions, as a subcontractor to HELIX, San Diego Natural History Museum (SDNHM) will provide paleontological monitoring during construction. The proposed scope of work is as follows: a paleontologist from SDNHM will attend a pre-construction meeting to explain the requirements of the monitoring program; provide a paleontological monitor for all grading and ground-disturbing activity in native soils in paleontologically sensitive sediments; and prepare a report documenting the methods and results of the monitoring program. For budgeting purposes, up to 250 hours of monitoring are assumed. This scope assumes that a small number of fossils will be discovered; for budgeting purposes, 28 hours are assumed for fossil preparation and curation (cleaning, identification, cataloging, and storage). In the event that no fossils are observed after a specified time, the monitoring effort/schedule can be modified either by reduced hours per day or reduced number of days.

As-Needed Support During Construction

- Task 9 As-Needed Environmental Support during Construction. HELIX has assumed 50 hours of Principal Biologist time and 10 hours of GIS time to provide additional services at the specific direction of the Client during construction. If Client requests additional services that cause HELIX to exceed the time allocated for this task, additional authorization would be required.

SCHEDULE

HELIX will work with Client in a timely and professional manner in accordance with the Terms and Conditions attached and incorporated herein by reference as Exhibit A. These Terms and Conditions are a material part of this Agreement.

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed \$131,200, which is provided below in a breakdown by Task. All work shall be invoiced on a time-and-materials basis pursuant to Exhibit B, Schedule of Fees. Payment terms are net 30 days pursuant to the Terms and Conditions referenced herein.

<u>Task</u>	<u>Task Name</u>	<u>Cost</u>
1	Pre-construction Nesting Bird Surveys	\$5,000
2	Additional Nesting Bird Inspections and Monitoring	\$4,000
3	Worker's Education Awareness Program Training	\$4,000
4	Biological Construction Monitoring	\$28,500
5	Annual and Final Reporting for Regional Water Quality Control Board	\$5,500
6	Archaeological Construction Monitoring	\$28,200
7	Native American Construction Monitoring	\$15,400
8	Paleontological Construction Monitoring	\$28,000
9	As-Needed Environmental Support during Construction	<u>\$12,600</u>
TOTAL		\$131,200

ASSUMPTIONS AND LIMITATIONS

The following assumptions and limitations are a material component of this agreement.

- Client will provide HELIX with current available digital baseline data and project plans for producing all maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), .shp (ArcView shapefiles), .gdb (ArcGIS geodatabase) or .kmz (Google Earth). In some cases, .pdf files will be acceptable.
- Costs associated with additional fieldwork, reporting, technical studies, CEQA documentation, agency coordination, permit processing, and other services not specifically described above within Tasks 1-9 ("additional work") are not included within the scope of services required of HELIX under this Agreement.
- Tasks 6 and 7 assumes 28 days of monitoring by an archaeologist and Native American monitor; if additional days of monitoring are required to stay in compliance with the project's mitigation measures, Client will be notified immediately, and an amendment to HELIX's scope and fee will be required.
- Task 6 assumes little or no cultural material will be encountered in monitoring. If cultural material is encountered, it will need to be evaluated and treatment/disposition determined. Additional excavation or other research may be required, which may result in additional costs, requiring a contract augment. The scope and cost of additional work would depend on the nature and extent of cultural material encountered. We will notify you immediately if cultural material is encountered.

- Task 8 assumes up to 250 hours of monitoring by a paleontological monitor; if additional hours of monitoring are required to stay in compliance with the mitigation measures for the project, Client will be notified immediately, and an amendment to HELIX's scope and fee will be required.

EXECUTION OF AGREEMENT

This quote is good for 30 days from the date of this letter. This Agreement will become a contract upon HELIX's receipt of this original, including any Exhibits, signed by an authorized representative of Client.

We look forward to working with you on this project. If you have any questions concerning this Agreement, please call Stacie Wilson or me at (619) 462-1515.

Sincerely,



Karl Osmundson
Principal Biologist / Biology Group Manager

Enclosures: Exhibit A, Terms and Conditions
 Exhibit B, Schedule of Fees

I hereby authorize HELIX to begin work in accordance with this Agreement and the attached Terms and Conditions and Schedule of Fees.

SAN ELIJO JOINT POWERS AUTHORITY

A ____ corporation, OR a ____ limited liability company, OR a ____ general partnership or limited partnership (select one).

Signed by: _____ Printed: _____

Title: _____ Date: _____

To expedite Agreement processing, please provide the following information for this contract:

Project Manager
Name: _____
Address
(if different
from p.1) _____

Phone: _____
Email: _____

Accounts Payable
Contact/Name: _____
Address
(if different
from p.1) _____

Phone: _____
Fax: _____
Email: _____

San Elijo Joint Powers Authority Trail and Upgrades

Please mail or fax (619-462-0552) to Kanika McDougall, Senior Accounting Manager.

If using your own contract format, please attach and return with this Agreement.

The following Terms and Conditions are made a part of the letter agreement/proposal (Agreement) between HELIX and Client and supersede any conflicting Terms and Conditions proposed by Client, unless HELIX agrees to such Terms and Conditions in writing.

ARTICLE 1. SCOPE OF WORK AND STANDARD OF PERFORMANCE

HELIX will perform the work outlined in the Agreement and any services approved by Client under Article 3 (the Services). HELIX will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of HELIX's profession practicing at the time under similar conditions in the geographic area of Client's project. HELIX makes no other representation, expressed or implied, nor no other warranty or guarantee under this Agreement or in any report, opinion or document provided hereunder.

ARTICLE 2. COMPENSATION

Client agrees to pay HELIX compensation for the Services in accordance with the rates set forth in Exhibit B. HELIX shall invoice Client monthly or as otherwise agreed. Client agrees to pay HELIX within thirty (30) days of the date of invoice. If payment is not paid when due, then such sum shall bear interest at 1½ percent per month on the unpaid balance, not to exceed the maximum legal rate of interest.

ARTICLE 3. CHANGES AND ADDITIONAL WORK

Client may request or HELIX may recommend or request, verbally or in writing, a change in the scope in excess of or in addition to the Services ("additional work"). As soon as practical after such request or recommendation, HELIX shall forward to Client a proposal of the costs for such additional work and any adjustment to the payment schedule and time for performance. Client shall approve or disapprove the proposal, in writing. If approved, HELIX shall perform the extra work in accordance with the Terms and Conditions herein.

Notwithstanding the foregoing, however, if Client verbally approves the extra work and HELIX has performed the same, then Client agrees to pay HELIX the amount and pursuant to the payment schedule as set forth in its proposal.

ARTICLE 4. LIMITATION OF LIABILITY

Recognizing the relative risks and benefits of the project for which the Services are being performed, Client agrees to limit the liability of HELIX, its directors, officers, employees, agents and subcontractors for any and all injuries, claims, losses, expenses or damages (including incidental or consequential damages) arising out of or in any way related to the Services or the project hereunder, to the lesser of (a) fifty thousand dollars (\$50,000) or (b) the total compensation for the Services hereunder. Such liability includes HELIX's negligence, errors or omissions, strict liability and breach of contract or warranty. Any claim against HELIX hereunder shall be brought within one (1) year of the completion of the Services herein.

ARTICLE 5. TERMINATION

Either party may terminate this Agreement, either in whole or in part, without cause, by giving the other party thirty (30) days written notice. In such event, Client will pay HELIX for all work performed by it prior to the notice of termination.

In the event of a default, the non-defaulting party shall give the defaulting party ten (10) days' written notice of default. "Default" includes Client's failure to pay HELIX sums due, including additional work pursuant to Article 3. The defaulting party's failure to cure the breach within said ten- (10-) day period shall constitute a material breach of this Agreement and termination of the Agreement.

ARTICLE 6. SUSPENSION OF WORK

Client may suspend the Services, in whole or in part, by giving HELIX reasonable, written notice specifying the work to be suspended. Upon receipt of notice, HELIX shall suspend the work requested and Client shall pay for all Services through the date of suspension and any costs incurred by HELIX in suspending the work.

Thereafter, Client may notify HELIX of its intent to recommence the suspended Services. HELIX will promptly provide Client with any adjusted costs and schedule and, upon Client approval, HELIX shall recommence the Services previously suspended.

ARTICLE 7. PROPRIETARY INFORMATION

HELIX agrees not to disclose to any third person, nor use for the benefit of anyone other than Client, any data, records, financial information or other confidential or proprietary information, marked as such in writing, arising out of or related to the performance of the Services (Proprietary Information). Client similarly agrees not to disclose to any third person, nor use for the benefit of anyone, Proprietary Information of HELIX.

ARTICLE 8. COMPLIANCE WITH LAWS

HELIX shall comply with and observe applicable federal, state and local laws, ordinances, rules, and regulations having jurisdiction over HELIX or the performance of the Services in effect during the term of this Agreement.

ARTICLE 9. FORCE MAJEURE

Client will grant extensions of time and increase the compensation to HELIX to the extent that HELIX's performance hereof is delayed due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of HELIX making it impracticable or unable to perform such obligation, including but not limited to natural catastrophes, restraint by court order or public authority and action or nonaction by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority which, by exercise of due diligence, HELIX (a) could not reasonably have been expected to obtain or (b) has been unable to overcome. HELIX will notify Client immediately of any such delay or anticipated delay, and Client will extend the date of performance for a period equal to the time lost by reason of the delay and will make an equitable adjustment to the compensation in Article 2.

ARTICLE 10. INSURANCE

HELIX maintains the following insurance: (a) Workers' Compensation insurance – statutory limits; (b) Comprehensive Automobile Insurance – combined bodily injury and property damage limit of one million dollars (\$1,000,000) each occurrence; (c) Comprehensive General Liability Insurance – combined bodily/personal injury and property damage limit of one million dollars (\$1,000,000); (d) Professional Liability & Contractors Pollution Legal Liability – limit of one million dollars (\$1,000,000) each occurrence; (e) Excess Umbrella Liability – limit of two million dollars (\$2,000,000) each occurrence. Upon Client's request, HELIX will furnish evidence that such insurances are in effect. If additional coverage or increased limits of liability is desired, Client may make such request prior to the start of work. HELIX will attempt to obtain the requested coverage or limits, and Client agrees to pay for any additional costs of insurance within ten (10) days of the date of invoice.

ARTICLE 11. AVAILABILITY OF LAND, DATA AND DIFFERING SITE CONDITIONS (for contracts involving field or construction services)

Client shall furnish the site or obtain access to any site not owned by Client. Client shall notify HELIX of any encumbrances or restrictions specifically related to use of the site with which HELIX must comply in performing the Services. Client will obtain in a timely manner and pay for any fees or charges associated with site access or the encumbrances. Client shall furnish HELIX with a current legal description of the lands upon which the Services are to be performed and Client's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands.

HELIX may rely upon the accuracy of the data contained in Reports and Drawings furnished to it by Client or Client's engineer. Reports and Drawings are defined as (a) reports of explorations and tests of subsurface conditions at or contiguous to the site that have been used by the engineer in documents provided to HELIX; and (b) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (including underground facilities) that Client or Client's engineer has used in preparing documents provided to HELIX.

If HELIX believes that any subsurface or physical conditions at or contiguous to the site that are uncovered or revealed either (a) is of such a nature as to establish that data on which HELIX is entitled to rely as provided above is materially inaccurate; or (b) is of such a nature as to require a change in the contract; or (c) differs materially from that shown or indicated in documents provided to HELIX by Client or others; or (d) is of an unusual nature and differs materially from conditions ordinarily encountered in work of the character provided for in this contract, then HELIX shall promptly, after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in the event of an emergency), notify Client or its engineer in writing about such conditions. Thereafter, Client or Client's engineer will investigate the conditions. If the existence of the differing site conditions causes an increase in HELIX's cost of or time required for performance of the work, HELIX will receive an equitable adjustment to the contract price and schedule.

HELIX will not be responsible for any hazardous environmental conditions uncovered or revealed at the site. If such conditions are encountered, HELIX shall immediately stop all work and notify Client or Client's engineer. HELIX shall not be required to resume work in connection with such conditions until Client has obtained any required permits and advised HELIX in writing of such conditions and any affected area is or has been rendered safe for the resumption of work; or has specified any special conditions under which such work may be resumed safely; and HELIX shall receive an adjustment to the contract schedule and price accordingly.

ARTICLE 12. GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by and pursuant to the Commercial Rules of the American Arbitration Association then in effect. Any such proceedings shall take place in San Diego, California. In any action or proceeding hereunder, the prevailing party shall be entitled to recover attorneys' fees, filing fees, expert witness fees and other costs of arbitration or suit.

ARTICLE 13. NOTICES

Any notice from one party to another shall be in writing and delivered personally, by facsimile or by United States mail, registered or certified, return receipt requested, postage fully pre-paid, to the addresses as set forth in the Agreement to the attention of the signatory of this Agreement.

Any notice shall be deemed delivered upon personal service or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. If any party changes its address, such party shall notify the other party as provided in this article.

ARTICLE 14. MISCELLANEOUS

14.1 Successors and Assigns: This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors-in-interest, assigns and transferees. Neither party can assign this Agreement without the prior written consent of the other party.

14.2 Counterparts: This Agreement may be signed in two or more counterparts, each of which shall constitute an original, but all of which shall be one in the same document.

With the Agreement, these Terms and Conditions and any attached Exhibits constitute the complete and entire contract between the parties and supersedes any previous communications, representations or agreement, whether oral or written, with respect to the subject matter hereof.

CONSULTING SERVICES

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our professional rates.

DIRECT COSTS

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.

PAYMENT

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt. If payment is not paid when due, then such sum shall bear interest at 1 ½ % per month on the unpaid balance, not to exceed the maximum legal rate of interest.

PROFESSIONAL RATES

Current hourly rates for consulting services:

Principal	\$210-230
Principal Acoustician	\$180-200
Principal Biologist	\$190-220
Principal Landscape Architect	\$160-180
Principal Permitting Specialist	\$170-220
Principal Planner	\$195-230
Principal Regulatory Specialist	\$185-220
Senior Project Manager I-III	\$150-215
Senior Air Quality Specialist	\$155-180
Senior Environmental Specialist	\$130-170
Senior Fisheries Scientist	\$200-\$230
Noise/Air Quality Specialist	\$115-145
Environmental Specialist I-III	\$85-125
Environmental Compliance Analyst	\$70
Environmental Compliance Specialist	\$115
Project Manager I-III	\$120-150
Assistant Project Manager	\$100-120
Archaeology Field Director	\$105
Staff Archaeologist	\$75-115
Senior Archaeologist	\$120-165
Historian	\$70-125
Environmental Planner I-III	\$95-120
Environmental Analyst	\$65-75
Landscape Architect	\$110-125
Senior Landscape Architect	\$130-150
Landscape Planner I-III	\$95-115
Sr. Scientist	\$130-180
Biologist I-V	\$80-130
Assistant Biologist	\$60
Senior GIS Specialist	\$125-165
GIS Specialist I-III	\$75-120
Graphics	\$115
Technical Editor	\$70-100
Operations Manager	\$105- 115
Word Processor I-III	\$65-85
Clerical	\$65-75

Rates are subject to change on a yearly basis



Attachment 5

April 22, 2019 (revised January 31, 2020)

SCST Proposal No. 19-0251R

Mr. Mike Konicke
Project Manager
San Elijo Joint Powers Authority
2695 Manchester Road
Encinitas, California 92007

Subject: REVISED BUDGET ESTIMATE FOR EARTHWORK OBSERVATION, COMPACTION TESTING, SPECIAL INSPECTION, AND MATERIALS TESTING SAN ELIJO JOINT POWERS AUTHORITY BICYCLE TRAIL, RCB CULVERT, AND NEW ADMINISTRATIVE BUILDING 2695 MANCHESTER ROAD ENCINITAS, CALIFORNIA

References: Kimley-Horn and Associates, Inc. (2019); *San Elijo Joint Powers Authority Multi-Use Path Project Plans*; 100% Submittal; December 18.
Roesling Nakamura Terada Architects, Inc. (2020); *San Elijo Joint Powers Building Program Project Project Plans*; Job No.: 763; Bid Submittal; January 10.
SCST, LLC (2019); *Geotechnical Investigation, San Elijo Joint Powers Authority Bicycle Trail, RCB Culvert, and New Administrative Building*; SCST No. 180436P4; Report No. 1R; January 30.

Dear Mr. Konicke:

In accordance with your request, SCST, LLC (SCST), an Atlas company, is pleased to submit this budget estimate for professional services at the subject project located at 2695 Manchester Road in Encinitas, California.

SCST has reviewed the above-referenced documents and addressed the requirements for earthwork observation, compaction testing, special inspection, and materials testing in the attached scope of work. We understand the earthwork observation and compaction testing services required for this project will consist of site grading, retaining wall backfill, utility trench backfill, subgrade preparation, aggregate base, asphalt placement, and foundation excavation observations. Special inspection required will consist of cast-in-place concrete, post-installed anchors, masonry, and structural steel. Based upon our review of the project documents and experience on similar projects, we propose to provide our services on a time and materials basis at the unit rates provided in the attached budget estimate.

SCOPE OF WORK

EARTHWORK OBSERVATION AND COMPACTION TESTING SERVICES

SCST's proposed scope of work for earthwork observation and compaction testing will consist of:

- Participation in a pre-grade meeting
- Observation of the earthwork operations and relative compaction testing
- Observation of earthwork operations by our professional geotechnical staff



- Performance of laboratory tests to evaluate conformance of the soils encountered during earthwork with the specifications
- Observation and relative compaction testing of utility trench backfill
- Observation and relative compaction testing of retaining wall backfill
- Observation and relative compaction testing of subgrade preparation, aggregate base, and asphalt placement
- Observation of footing excavations for structural improvements by our geotechnical staff
- Preparation of reports summarizing our tests and observations of the grading, underground utility trench backfill, retaining wall backfill, subgrade preparation, aggregate base, and asphalt placement

SPECIAL INSPECTION AND MATERIALS ENGINEERING SERVICES

SCST's proposed scope of work for special inspection and materials testing will consist of:

- Reinforcing steel – during placement of steel/tendons, and before placement of concrete
- Reinforced concrete – during the placement and sampling of concrete as required
- All structural field welding and field welding of reinforcing steel – (We have assumed that an approved fabricator will be utilized and therefore special inspection of shop welding will not be required.)
- High strength bolting – verify faying surfaces and a snug tight fit and/or proper torque as required
- Provide daily inspection reports describing the work inspected and stating compliance or non-compliance with the project documents. A copy of the daily report will be left with the on-site superintendent
- Fabricate, transport, and test concrete for slump, temperature, and compressive strength at the rate of one set of five concrete test cylinders per 100 cubic yards, 5,000 square-feet, or for each day's placement. Test reports shall be prepared and distributed to the designated person(s). Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Provide supervision of our project personnel by our project engineer, a Registered Civil Engineer. The project engineer will review all special inspection reports and test results, attend site meetings as requested, and review all billing. Additionally, the project manager will act as a point of contact and will be available to answer questions that may arise

COST INFORMATION

Our budget estimate for services is based on our review of the referenced documents and past experience on similar projects. We propose to provide our services on a time and materials basis according to the Schedule of Fees included in this budget estimate. Based on the above scope, we estimate our fees to be approximately **\$119,609**. A cost table presenting a breakdown of our estimate has been provided in this budget estimate.

Notes:

- (1) Recognizing that our services are directly dependent upon the performance of others, we will invoice for services rendered at the specified unit rates for the quantities shown on the attached budget estimate. It should be recognized that unforeseen conditions, unfavorable weather, and



other unanticipated conditions may affect the actual duration of the work. This budget estimate does not include fees for seismic fault mapping, should a fault be discovered, or hazardous material testing or disposal. Services in addition to those described in this budget estimate may be requested by or on behalf of the client and will be invoiced on a time and materials basis at the unit rates outlined in this document.

- (2) The unit costs shown are based upon work taking place between the hours of 0600 and 1700; Monday through Friday, excluding nationally recognized holidays. Work performed on a Saturday or more than 8 hours on a given day will be invoiced at 1.5 times the standard rate. Work performed on Sunday or nationally recognized holidays will be invoiced at 2 times the standard rate. All unscheduled cancellations will be invoiced a minimum of 2 hours. All other terms and conditions shall be per our standard Schedule of Fees.

DEFINITION OF RESPONSIBILITY

The presence of our field representative will be for the purpose of observing the construction and reporting its general compliance with the approved plans and the applicable building codes. Our work does not include the supervision or direction of the contractor's work, their employees, or their or agents. The contractor is responsible for their services, and neither the presence of our field personnel nor the observation and testing by this firm should excuse the contractor in any way for defects in their work. It should further be understood that we are not responsible for site safety. During the course of a subsurface investigation, heavy equipment may disrupt the site.

AUTHORIZATION

This budget estimate will be valid for 90 days. SCST appreciates this opportunity to provide our professional services and is most interested in becoming a member of your consultant team. SCST has considerable experience in successfully providing these services and we are confident that we can provide them in a timely and cost-effective manner. Should you have any questions regarding this budget estimate, or if we may be of further service, please contact our office at 619.280.4321.

Respectfully submitted,
SCST, LLC



Isaac Chun, PE, GE
Principal Engineer



Scott H. Vacula, PE
Chief Estimator/Senior Materials Engineer

IC:SHV:af

Attachments: Budget Estimate
2019 Schedule of Fees

(1) Addressee via email: konickem@sejpa.org

BUDGET ESTIMATE SUMMARY

EARTHWORK OBSERVATION AND COMPACTION TESTING SERVICES

	Estimated Hours/Unit		Rate/Unit	Total Cost
FIELD SERVICES				\$44,472.00
Soils Tech (Group 1) - Grading, Utility Trench Backfill, Retaining Wall Backfill, Subgrade/Base/Asphalt	400 hours	@	\$96.00 /hour	\$38,400.00
Project Professional - Site/Grading Observation	40 hours	@	\$120.00 /hour	\$4,800.00
Staff Professional - Footing Observations	12 hours	@	\$106.00 /hour	\$1,272.00
PROJECT MANAGEMENT				\$2,544.00
Project Manager	16 hours	@	\$128.00 /hour	\$2,048.00
Administrative Assistant	8 hours	@	\$62.00 /hour	\$496.00
PROFESSIONAL STAFF/REPORTS				\$4,992.00
Principal Professional - Geotechnical Engineering	8 hours	@	\$180.00 /hour	\$1,440.00
Senior Professional - Grading Plan Review	2 hours	@	\$155.00 /hour	\$310.00
Senior Professional - Foundation Plan Review	2 hours	@	\$155.00 /hour	\$310.00
Senior Professional - As-Built Reports	4 hours	@	\$155.00 /hour	\$620.00
Staff Professional - As-Built Reports	16 hours	@	\$106.00 /hour	\$1,696.00
Drafter - As-Built Reports	8 hours	@	\$77.00 /hour	\$616.00
LABORATORY TESTING				\$3,688.00
Hveem - Maximum Bulk Specific Gravity (Cal 308)	2 tests	@	\$300.00 /test	\$600.00
Maximum Density/Optimum Moisture - 4" (ASTM D698/ASTMD1557)	6 tests	@	\$200.00 /test	\$1,200.00
Maximum Density/Optimum Moisture - 6" (ASTM D698/ASTMD1557)	2 tests	@	\$220.00 /test	\$440.00
Sieve Analysis (Cal 202, ASTM C136, ASTM D422)	8 tests	@	\$90.00 /test	\$720.00
Expansion Index (ASTM D4289)	2 tests	@	\$177.00 /test	\$354.00
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity)	2 tests	@	\$187.00 /test	\$374.00
TOTAL FOR EARTHWORK OBSERVATION AND COMPACTION TESTING SERVICES				\$55,696.00

BUDGET ESTIMATE SUMMARY SPECIAL INSPECTION AND MATERIALS TESTING SERVICES

	Estimated Hours/Unit		Rate/Unit	Total Cost
SPECIAL INSPECTOR/FIELD SERVICES				\$51,368.00
Concrete				
Material Sample Pick Ups	40 hours	@	\$55.00 /hour	\$2,200.00
Cast-in-Place Concrete/Post-Installed Anchor Inspection (Group 2)	320 hours	@	\$99.00 /hour	\$31,680.00
Structural Steel				
Structural Steel Inspection - Field (Group 2)	160 hours	@	\$99.00 /hour	\$15,840.00
Structural Steel Ultrasonic Testing - Field (Group 3)	16 hours	@	\$103.00 /hour	\$1,648.00
PROJECT MANAGEMENT				\$6,360.00
Project Manager	40 hours	@	\$128.00 /hour	\$5,120.00
Administrative Assistant	20 hours	@	\$62.00 /hour	\$1,240.00
PROFESSIONAL STAFF				\$1,240.00
Senior Professional - Laboratory Testing Review	4 hours	@	\$155.00 /hour	\$620.00
Senior Professional - Final Verified Report	4 hours	@	\$155.00 /hour	\$620.00
MATERIALS LAB TESTING				\$4,945.00
2x2 Cube Compression (Base Plate Grout)	15 tests	@	\$23.00 /test	\$345.00
Concrete Cylinder Compression	200 tests	@	\$23.00 /test	\$4,600.00
TOTAL FOR SPECIAL INSPECTION AND MATERIALS TESTING SERVICES				\$63,913.00

BUDGET ESTIMATE SUMMARY PROFESSIONAL SERVICES

Total for Earthwork Observation and Compaction Testing Services	\$55,696.00
Total for Special Inspection and Materials Testing Services	\$63,913.00

Total Budget Estimate	\$119,609.00
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ASSUMPTIONS - GENERAL

- 1 A construction schedule was not available for this estimate.
- 2 Plans were on hand for this estimate.
- 3 Assumes an 8-hour day at 5 days per week.
- 4 No overtime is scheduled.
- 5 No weekend work is scheduled.
- 6 This budget estimate reflects realistic amounts of inspection and testing at a **California State Prevailing Wage** inspection rate.
- 7 The Client will be invoiced only for the hours actually worked in 2, 4, 6, and 8 hour increments.
- 8 The hourly rate reflects an anticipated start date of 2020.
- 9 All work performed outside our scope of service will be invoiced per SCST 2018 Schedule of Fees.
- 10 Man hours were estimated assuming SCST will provide periodic special inspection during construction.
- 11 **4** Concrete cylinders taken for each **150** Cubic Yards.
- 12 Stairways, metal decking and shear studs included in field steel.
- 13 Assumes continuous inspection of High Strength Bolts is not required if faying surfaces are inspected prior to steel erection as per CBC Code. However, 10% of these bolts shall be torque tested.
- 14 Assumes an approved shop will be utilized to fabricate steel and will not require special inspection.
- 15 Assumes site concrete is non-structural and will not require special inspection and testing.



SCST, LLC

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

California Prevailing Wage
Effective July 1, 2019

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environmental)

Principal Professional	\$180
Senior Professional	155*
Project Professional	120*
Staff Professional	106*
Drafter	77*

Field Services (Geotechnical, Inspection)

Field Supervisor	\$87*
LA Certified Grading Inspector	120
Off Site Inspector.....	82*
Laboratory Technician.....	70*
Group 1 (Geotechnical, Concrete Sampling).....	96*
Group 2 (Special Inspection).....	99*
Group 3 (NDT Testing).....	103*
Coring.....	162

Field Services (Utility/Rebar Locating)

Hourly Rate (A Mob/Demob charge of \$250 applies to projects billed on hourly rates)	\$215
Per Borehole Rate.....	85
Full Day Discount Rate.....	1,950
Letter Report	300
Map (per day of field work).....	350

Field Services (Geophysical Studies: UST, Landfill, Well, Void, UXO, Groundwater)

Ground Penetrating Radar, Electromagnetics, Magnetics

Half Day	\$1,350
Full Day	2,350
Hourly Rate (A Mob/Demob charge of \$325 applies to projects billed on hourly rates)	265

Seismic (Refraction, MASW, Downhole/Crosshole), Resistivity (Sting, Standard, Wenner 4-Pin)

Half Day.....	\$1,750
Full Day	3,000
Hourly Rate (A Mob/Demob charge of \$550 applies to projects billed on hourly rates)	325

Seismic ReMi

One Line.....	\$1,500
Each Additional Line.....	300
For Pavement/Requires Drilling.....	300

Project Management

Senior Project Manager.....	\$158
Project Manager	128*
Administrative Assistant	62*

Travel and Miscellaneous

Pick Up	\$55/hr
Travel Time	Hourly Rate (or \$125/hr beyond 2 hours from San Diego for Geophysical Crews)
Per Diem (variable, depending on location).....	Quote
Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq	Quote
Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Rush Surcharge	Normal Rate plus 50%
Specialty Equipment Surcharge	Quote

SCST, LLC SCHEDULE OF FEES FOR PROFESSIONAL SERVICES CONT.

LABORATORY TESTS

Soil and Aggregate

California Bearing Ratio includes Max Density Method C (ASTM D854)	\$618*
California Impact (Cal 216)	206
Chloride Ion Testing (Cal 422)	150
Clay Lumps in Aggregate (ASTM C142)	150
Cleanness Value – 1" and Smaller (Cal 227)	200
Consolidation (ASTM D2435)	200
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity)	187
Crushed Particles (Cal 205, ASTM D693)	150
Direct Shear (ASTM D3080)	260
Durability Factor (Cal 229, ASTM D3744)	97
Durability Index (Cal 229, ASTM D3744)	224
Expansion Index (ASTM D4289)	177
Fine Aggregate Angularity (AASHTO T304)	200
Fineness Modulus (ASTM C136)	24
Flat & Elongated Pieces (ASTM D4791)	175
Light Weight Pieces (ASTM C123)	175
Liquid Limit (Cal 204, ASTM D4318)	75
Los Angeles Abrasion – 1 1/2" and smaller (Cal 211, ASTM C131)	224
Maximum Density Check Point (ASTM D698/D1557)	88
Maximum Density/Optimum Moisture - 4" (ASTM D698/ASTM D1557)	200
Maximum Density/Optimum Moisture - 6" (ASTM D698/ASTM D1557)	220
Minimum Density (ASTM D1556)	74
Moisture Content (Cal 226, ASTM C566, ASTM D2216)	35
Natural Density –Chunk Sample (ASTM D2937)	41
Natural Moisture/Density Ring or Core Sample (ASTM D2937)	35
Organic Impurities (Cal 213, ASTM C40)	90
Organic Matter (ASTM D2974)	75
Percent Finer than #200 (ASTM C117, ASTM D1140)	70
Permeability Remold Sample includes Maximum Density (ASTM D2434)	200
Permeability Remold Sample includes Maximum Density (ASTM D5084)	Quote
Permeability Undisturbed Sample (ASTM D5084)	Quote
Petrographic Analysis (Cal 215, ASTM C295)	Quote
pH & Resistivity (Cal 643, ASTM G51)	126
Plasticity Index (Cal 204, ASTM 4318)	127
Potential Reactivity (ASTM C289)	220
Residual Shear (ASTM D6467)	442
Rock Correction (ASTM D4718)	26
R-Value (Cal 301, ASTM D2844)	276
Sandcastle Test (ASACE)	195
Sand Equivalent (Cal 217, ASTM D2419)	88
Sieve Analysis (Cal 202, ASTM C136, ASTM D422)	90*
Sieve Analysis with Hydrometer (Cal 203, ASTM D422)	200
Soil Cement Compression Strength (Cal 312, ASTM D1633)	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632)	100
Soluble Chlorides (Cal 422)	62
Soluble Sulfate (Cal 417)	62
Soundness 5 Cycles (Cal 214, ASTM C88)	375
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	115
Specific Gravity Fine Aggregate (Cal 207, ASTM C128)	115
Triaxial Shear Consolidated-Undrained (ASTM D4767)	Quote
Triaxial Shear Unconsolidated-Undrained (ASTM D2850)	Quote
Triaxial Staged Consolidated-Undrained (ASTM D4767)	Quote
Triaxial Staged Unconsolidated-Undrained (ASTM D2850)	Quote
Unconfined Compression (ASTM D2166)	162
Unit Weight Aggregate (Cal 212, ASTM C29)	80

SCST, LLC SCHEDULE OF FEES FOR PROFESSIONAL SERVICES CONT.

Asphalt Concrete

Asphalt Core Specific Gravity (Cal 308, ASTM D2726).....	\$58
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188).....	74
Emulsion Content (CTM 382).....	178
Film Stripping (Cal 302).....	Quote
Gyratory Compacted Maximum Specific Gravity (AASHTO T312).....	350
Hamburg Wheel-Plant Produced HMA (AASHTO T324/Cal-Trans Section 39).....	900
Hveem – Maximum Bulk Specific Gravity (Cal 308).....	300
Hveem & Stabilometer Value (Cal 366).....	400
Ignition Oven Correction Factor (AASHTO T308).....	250
Ignition Oven Degradation Factor (AASHTO T308).....	250
Marshal Density, Stability & Flow (ASTM D6927).....	400
Marshal Density (ASTM D6926).....	300
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370).....	50
Moisture Vapor Susceptibility (Cal 307).....	Quote
Optimum Bitumen Content (Cal 367).....	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307).....	180
Residue by Evaporation (Cal 331).....	178
Rice - Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041).....	133
Sieve Analysis – Extracted Aggregate (Cal 382, ASTM D5444).....	90
Stability and Flow (ASTM D1559).....	350
Stabilometer Value (Cal 366).....	350
RAP Testing-Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39).....	Quote
RAP Testing-Not Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39).....	Quote
Tensile Strength Ratio-Plant Produced HMA (AASHTO T283).....	900
Wet Track Abrasion (ASTM D3910).....	185

Concrete

2X2 Cube Compression.....	\$23*
Concrete Core Compression (ASTM C42).....	59
Concrete Cylinder Compression (Cal 521, ASTM C39).....	23*
Flex Beam Modulus of Rupture (Cal 523, ASTM C78).....	74
Modulus of Elasticity (Cal 522, ASTM C469).....	261
Shotcrete Mockup Panel (ASTM C1140).....	1,040
Shotcrete Panel, 3 Cores – Compression (CBC).....	290
Shrinkage-Hardened Concrete (ASTM C157 - Modified).....	371
Split Tensile, Concrete Cylinder (ASTM C496).....	74
Time of Set (ASTM C403).....	200
Trial Batch Fabrication (ASTM C192).....	298
Unit Weight, Hardened Concrete (ASTM C642).....	45
Unit Weight, Lightweight Concrete (ASTM C567).....	59

Masonry

Absorption Block (ASTM C140).....	\$115
Compression Adobe.....	155
Compression Block, Standard (ASTM C140).....	150
Compression, Brick (ASTM C67).....	115
Efflorescence Block.....	175
Efflorescence, Brick (ASTM C67).....	175
Grout Prism Compression (ASTM C1019).....	23*
Masonry Core Compression (ASTM C42).....	51
Masonry Core Shear (CBC 2105A.4).....	95
Masonry Prism Compression (ASTM E447).....	150
Mortar Bond Strength – Pull Test (ASTM C482).....	62
Mortar Cylinder Compression.....	23*
Mortar Shear Strength (ANSI 118).....	53

SCST, LLC SCHEDULE OF FEES FOR PROFESSIONAL SERVICES CONT.

Masonry - Continued

Relative Mortar Strength (Cal 515)	\$850
Shrinkage – Masonry Block (ASTM C426)	250
Trial Grout Prisms (ASTM C942).....	38
Water Retention and Air Content (ASTM C270).....	470

Metal

Bolt Assembly – Hardness Test	\$74
Bolt Assembly – Tensile & Proof Load Test	125
Modulus of Elasticity (Steel).....	146
Post-Tension Tendon Tensile Testing.....	185
Tensile Strength & Bend Test, Reinforcing Steel (ASTM A615/A706)	125
Tensile Strength #14 - #18 Bar (ASTM A615)	Quote
Tensile Strength - Mechanical Splices #9 and Smaller (Cal 670).....	Quote
Tensile Strength - Mechanical Splices #10 to #14 (Cal 670).....	Quote
Tensile Strength - Mechanical Splices #18 (Cal 670)	Quote
Tensile Strength and Bend Test, Structural Steel (ASTM A370).....	180

Miscellaneous

Fire Proofing Density Test (ASTM E605)	\$69
Fiber Reinforced Polymer, Tensile (ASTM D3039)	520
Material Preparation	70/hr
Relative Humidity Test (ASTM F2170)	80/kit
Concrete Vapor Emission Kits (ASTM F1869)	72/kit
Test Chamber and Water Spray Rack (ASTM E1105)	275/hour
Miscellaneous Charges	Various
Default Expense	Various

TERMS & CONDITIONS

All field services will be charged portal to portal with the following minimum charges:

- A two-hour show-up charge will be applied to any service canceled the same day of service.
- The client will be invoiced only for the hours actually worked in 2-, 4-, 6- and 8-hour increments.
- Work in excess of eight hours up to twelve hours in a single day, will be charged in one-hour increments at 1.5 times the standard rate.
- Work in excess of twelve hours in a day will be charged in one-hour increments at 2.0 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 AM – 5:00 PM) will be charged a premium on a case-by-case basis.

Reimbursables: SCST reserves the right to charge for services outside of the contract in the form of reimbursables. These items include, but are not limited to, the following consumables: diamond coring bits, fuel, patching materials, mileage, travel time, equipment rental and administrative time.

Subcontracted services that are included on the Fee Schedule will be charged at those rates. Subcontracted services not included in our Fee Schedule will be charged at cost plus 20 percent. Per Diem charges will be applied to projects outside a 50-mile radius of our office. Mileage will be charged at the rate of 54.4 cents per mile for distances over 50 miles from the location of dispatch.

Invoices for all services completed or in progress will be submitted monthly. These invoices are due in full upon presentation to the client. Invoices outstanding over 30 days will be considered past due. A finance charge will be computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent and charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection.

Our professional engineering, geology, and inspection services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

Serving Southern California Since 1959