

OTAY WATER DISTRICT
ENGINEERING, OPERATIONS & WATER RESOURCES COMMITTEE MEETING
and
SPECIAL MEETING OF THE BOARD OF DIRECTORS

2554 SWEETWATER SPRINGS BOULEVARD
SPRING VALLEY, CALIFORNIA
Board Room

Wednesday
February 21, 2007
4:00 P.M.

This is a District Committee meeting. This meeting is being posted as a special meeting in order to comply with the Brown Act (Government Code Section §54954.2) in the event that a quorum of the Board is present. Items will be deliberated, however, no formal board actions will be taken at this meeting. The committee makes recommendations to the full board for its consideration and formal action.

AGENDA

1. ROLL CALL
2. PUBLIC PARTICIPATION – OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO SPEAK TO THE BOARD ON ANY SUBJECT MATTER WITHIN THE BOARD'S JURISDICTION BUT NOT AN ITEM ON TODAY'S AGENDA

INFORMATION / ACTION ITEMS

3. REJECT ATOMIC INVESTMENTS CLAIM (RIPPERGER) [5 minutes]
4. REPORT ON THE STATUS OF THE FISCAL YEAR 2007 CAPITAL IMPROVEMENT PROGRAM (CHARLES) [5 minutes]
5. APPROVE CHANGE ORDER NO. 3 TO THE EXISTING CONTRACT WITH ORTIZ CORPORATION FOR CONSTRUCTION OF THE 30-INCH RECYCLED WATER PIPELINE PROJECT IN THE AMOUNT OF \$43,969.01 (RIPPERGER) [5 minutes]
6. APPROVE CHANGE ORDER NO. 6 TO THE EXISTING CONTRACT WITH TC CONSTRUCTION COMPANY FOR CONSTRUCTION OF THE 450-1 RECYCLED WATER RESERVIOR AND THE 680-1 RECYCLED WATER PUMP STATION PROJECT IN THE AMOUNT OF \$167,743 (RIPPERGER) [5 minutes]
7. AWARD OF AS-NEEDED ENGINEERING DESIGN SERVICES CONTRACT FOR FISCAL YEARS 06-07 AND 07-08 TO LEE & RO., INC. FOR AN AMOUNT NOT TO EXCEED \$175,000 (JUYBARI) [5 minutes]

8. AWARD A PROFESSIONAL STRUCTURAL ENGINEERING AND ARCHITECTURAL SERVICES CONTRACT TO SIMON WONG ENGINEERING FOR THE 1485-1 PUMP STATION IN THE AMOUNT OF \$54,765 (KAY) [5 minutes]
9. AWARD A PROFESSIONAL SERVICES AGREEMENT FOR AS-NEEDED ELECTRICAL SERVICES WITH THE ENGINEERING PARTNERS, INC. FOR A AMOUNT NOT TO EXCEED \$100,000 DURING FISCAL YEARS 06-07 AND 07-08 (JUYBARI) [10 minutes]
10. APPROVE A SETTLEMENT AGREEMENT AND REIMBURSEMENT WITH THE EASTLAKE COMPANY AND THE CITY OF CHULA VISTA FOR CAPITAL IMPROVEMENT WATER FACILITIES ASSOCIATED WITH THE 680-1 RESERVOIR AT SUNSET VIEW PARK (RIPPERGER) [5 minutes]
11. UPDATE ON THE PROPOSED REGIONAL TRAINING FACILITY (JUYBARI) [5 minutes]
12. ADJOURNMENT

BOARD MEMBERS ATTENDING:

Jose Lopez, Chair

Gary Croucher

All items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

If you have any disability that would require accommodation in order to enable you to participate in this meeting, please call the District Secretary at 670-2280 at least 24 hours prior to the meeting.

Certification of Posting

I certify that on February 16, 2007, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Otay Water District, said time being at least 24 hours in advance of the meeting of the Board of Directors (Government Code Section §54954.2).

Executed at Spring Valley, California on February 16, 2007.


Susan Cruz, District Secretary



AGENDA ITEM 3

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007		
SUBMITTED BY:	Ron Ripperger, <i>[Signature]</i> Engineering Manager	PROJECT / SUBPROJECT	2022 / 001103	DIV. NO.	2
APPROVED BY: (Chief)	Rod Posada, <i>[Signature]</i> Chief, Engineering				
APPROVED BY: (Asst. GM):	Manny Magaña, <i>[Signature]</i> Assistant General Manager, Engineering and Operations				
SUBJECT:	Rejection of Atomic Investments Claim				

GENERAL MANAGER'S RECOMMENDATION:

That the Board reject a claim submitted by Atomic Investments, Inc. for the amount of \$41,283.

COMMITTEE ACTION: _____

See Attachment A.

PURPOSE:

On December 5, 2006, Atomic Investments, Inc., located at 3200 B4-2 Highland Avenue, National City, California 91950, submitted a claim for reimbursement of \$41,283. The claim (See Attachment "B") alleges damages at Atomic Investments' property located at 4619 Main Street, Chula Vista, California to general grading and asphalt, irrigation and trees and shrubs that were removed as part of the installation of a portion of the District's 30-Inch Recycled Water Pipeline.

This action is necessary in order to begin the statute of limitations for bringing any legal action in this matter.

ANALYSIS:

In preparation for the installation of the 30-Inch Recycled Water Pipeline project the District acquired temporary and permanent easements from property owners within the City of San Diego and the City of Chula Vista. As part of this acquisition process, one temporary easement and one permanent easement were acquired from Atomic Investments, Inc. within its real property located at 4619 Main Street in Chula Vista. The District paid approximately \$163,000 for the easements which granted the

District the right to construct, maintain and operate portions of the pipeline within said real property.

The items listed by Atomic Investments as items requiring replacement would have been removed as part of Atomic Investments planned improvements to its property, consisting mainly of the expansion of its existing parking lot to the east up to a point overlapping the District's easements. In fact, during design and construction of the recycled water pipeline, the District worked in good faith with Atomic Investments to locate pipeline appurtenances so that there would be no impact to its existing and future parking lot. The District and the District's Construction Manager, RBF, coordinated several times with Atomic Investments to ensure the pipeline vaults and valve cans were at grade with the new parking surface or out of the parking lot area all together. According to RBF, Atomic Investments specifically requested that the portion of the asphalt removed in connection with the installation not be replaced because Atomic Investments intended to pave that portion of the easement with concrete.

Atomic Investments has now submitted the referenced claim in the amount of \$41,283, as compensation for the value of certain plants and shrubs, irrigation and general grading and asphalt. District Staff believes that the District bears no responsibility for the items included in the claim for the following reasons: (i) it was never intended that the trees and shrubs removed in connection with the installation of the pipeline would be replaced and Atomic Investments was compensated for the value of the plants and shrubs in connection with the easements; (ii) grading was completed by the District's contractor per the request of Atomic Investments and the District already paid for such costs; (iii) the District did not cause asphalt to be laid down to replace the asphalt removed only because Atomic Investments requested that no asphalt be placed on the easement following installation of the pipeline; and (iv) the easements do not contain any language that would entitle Atomic Investments to receive monetary compensation. Furthermore, the District restored the real property to the condition requested by Atomic Investments and is not responsible for the cost of any additional improvements performed by the owner.

In summary, Staff recommends that the Board reject this claim as without merit.

FISCAL IMPACT:

999

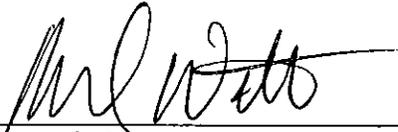
None.

STRATEGIC GOAL:

Protect the District employees, assets and community by continually improving sound risk management practices and safety programs.

LEGAL IMPACT:

The General Manager entered into an agreement on February 9, 2007 with Atomic Investments to postpone taking this item to the February 7, 2007 Board for action. Atomic Investments requested that the item be presented at the March Board meeting so they could attend the meeting.



General Manager

RR/RP

Attachment "A" Committee Action
Attachment "B" Copy of Claim by Atomic Investments

F:\WORKING\CIP R022\WO 8875\Staff Reports\BD 03-07-07 Rejection of Atomic Claim.doc



ATTACHMENT A

SUBJECT/PROJECT: R2022-001103	Rejection of Atomic Investments Claim
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COMMITTEE ACTION:

The Engineering and Operations Committee reviewed this item at a meeting held on January 21, 2007. The Committee supported Staff's recommendation. Subsequent to the committee's meeting, Philip Teyssier from Atomic Investments requested that the Board's consideration for this item be postponed to the March 7, 2007 meeting. District Counsel recommended that an agreement be signed before granting this request. See attachments B and C.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for Board approval. This report will be sent to the Board as a Committee approved item, or modified to reflect any discussion or changes as directed from the Committee prior to presentation to the full Board.

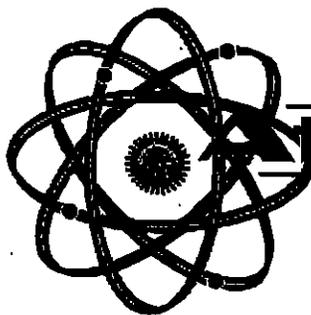


ATTACHMENT B

SUBJECT/PROJECT:

R2022-001103

Rejection of Atomic Investments Claim - Letter Request



Atomic Investments, Inc.

FOUNDED 1986

cc: Rod Pogada

Susan Cruz

FAX (619) 263-2995

PHONE (619) 234-7966

plus scanned.

LICENSE 169-983

3200 B4-2 HIGHLAND AVENUE
NATIONAL CITY, CALIFORNIA 91950
www.atomic-inc.com

February 2, 2007

VIA: FACSIMILE CERTIFIED, RRR 7003 3110 0006 1843 4993

Ron Ronald Ripperger
Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, CA 91978-2096
Tel. 619-670-2247
FAX 619-670-8920

RE: Request for Public Records
Pipeline on 490 Main Street, Chula Vista

Dear Ron:

On December 5, 2006, we provided the District's project management consultant, Jim Bassett, a detailed cost breakdown for the landscaping, asphalt, and irrigation removed by the District.

I understand that you are recommending to the Board that our claim amount not be paid at all and that there is a tentative Board meeting scheduled for February 7th. I will be out of town until February 14th, therefore, I suggest we meet when I return to discuss it. Then you can make your presentation at the Board meeting in March when I can attend and be heard.

In the meanwhile, pursuant to the Public Records Act, I request to inspect and obtain copies of **all public record documents having to do with the Otay Water District Recycled Water Pipeline Project ("Project")**. To future identify the documents, I present the following as an aid so that you can gather the documents:

1. Any initial and current studies which were prepared for the Project and any appendixes and/or other related papers that were prepared.
2. Any environmental reports and any mitigated negative declarations for the Project and all of the appendixes and/or related materials. All CEQA documents.
3. Copies of any board agendas, board packets, minutes, audio tape and video tape recordings, transcriptions, and so on relating to this Project.

4. Copies of any board actions or resolutions related to this Project.
5. All contracts between the District and any private sector entities for the preparation of documents related to the Project.
6. All engineering documents including all drawings, calculations, notes, photographs.
7. Contracts the District has entered into with any private sector entity for the actual demolition, excavation, construction, hauling or any similar activity relating to actual building of Project.
8. Any bid packages / sets issues, especially those used in #7 above.
9. Grants and/or contracts and/or any other agreements between the District and any State of California entity to fund the Project.
10. Copies of all notes, documents, letters, meeting agenda's etc. memos for any inter-District meetings. Any notes, memos, or other documents which were prepared by District Employees relating to the Project.
11. Engineering project drawings, calculations, specifications, and any other materials relating to the construction of the Project.

if you determine that any or all of the above information is somehow exempt from disclosure under the Public Records Act, please note whether you claim the exemption is discretionary, and if so, whether you claim that it is necessary in this case to exercise your discretion to withhold the information. If so, please explain why. I also understand that you have 10 days to produce the above information.

If you determine that some, but not all, of the information is exempt from disclosure, and that you intend to withhold it, please redact it for the time being, and make the rest of the materials available as requested. In any event, please provide a signed notification citing the legal authorities on which you rely if you determine that any or all of the information is exempt and will not be disclosed.

If I can provide any clarification that will help expedite your attention to my request, please contact me at (619) 234-7966. My mailing address is: Atomic Investments, Inc., 3200 B4-2 Highland Avenue, National City, CA 91950.

In addition, I have not received any notices regarding District Board heading for this project. Please remember that Atomic wants to be directly contacted in adequate time to so we can be present and be heard at all District hearings.

Thank you for your immediate attention in this matter.

Sincerely,
Atomic Investments, Inc.

Philip Teyssier
Vice President



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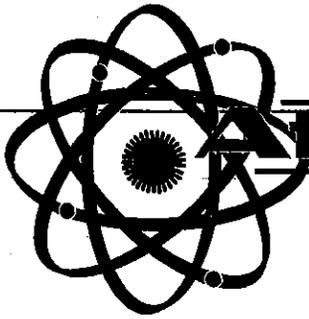


ATTACHMENT C

SUBJECT/PROJECT:

R2022-001103

Rejection of Atomic Investments Claim - Agreement



FAX (619) 263-2995
PHONE (619) 234-7966
LICENSE 169-983

Atomic Investments, Inc.

FOUNDED 1956

3200 B4-2 HIGHLAND AVENUE
NATIONAL CITY, CALIFORNIA 91950
www.atomic-inc.com

February 5, 2007

VIA PERSONAL DELIVERY

Ron Ripperger
Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, CA 91978

Re: Agreement to Extend Period of Time for Consideration of Claim - Atomic Investments, Inc., property located at 4619 Main Street, Chula Vista, CA

Dear Mr. Ripperger:

Enclosed please find the executed Agreement to Extend. Mr. Teyssier is currently out of the area, however I have executed the document on his behalf and within my capacity for Atomic. Once signed by the Water District, please return a copy of the fully executed document to our office.

Thank you very much for your assistance. Please call me if you have any questions.

Sincerely,
Atomic Investments, Inc.

Greg Etter
Chief Financial Officer

Enc.

Cc: Jim Bartell

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**Agreement to Extend Period of Time for Consideration of Claim
(Government Code Section 911.6)**

The Otay Water District (District) and Atomic Investments, Inc., by and through its Vice-President, Phillip L. Teyssier (Atomic), enter into this Agreement to Extend Period of Time for Consideration of Claim (Agreement) to extend the period of time within which the Board of Directors of the District must consider a claim dated December 5, 2006, received by the District on January 5, 2007, and submitted by Atomic, alleging damages to Atomic's property located at 4619 Main Street, Chula Vista, California in connection with general grading and asphalt, irrigation and trees and shrubs that were removed as part of the 30-Inch Recycled Water Pipeline project installation.

Now, therefore, for and in consideration of the facts, agreements and understandings set forth below, the Parties hereto agree as follows:

1. Defined Terms. As used herein the following terms have the meanings stated below:

"Board" means the Board of Directors of the Otay Water District.

"Claim" means the correspondence and back-up documentation dated December 5, 2006 submitted by Atomic to the District's contractor addressed to James Bassett.

"District and we" means the Otay Water District.

"Parties" means the District and Atomic.

"You, your and Atomic" mean Phillip Teyssier and Atomic Investments, Inc., collectively.

2. Atomic has requested that the Board agree to postpone action on the Claim until the Board's regularly scheduled meeting on March 7, 2007.

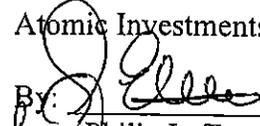
3. Section 911.6 of the Government Code of the State of California authorizes the Board and Atomic to extend the period within which the Board is required to act on the Claim if the Parties enter into a written agreement to that effect.

4. The District received the Claim on or about January 5, 2007 and, barring an extension agreement, the Board is required to act on the Claim on or before to February 19, 2007.

5. The Parties agree to extend the statutory 45-day period to 75 days. Pursuant to this Agreement, the Board is required to act on the Claim by no later than March 21, 2007.

Atomic Investments, Inc.

Otay Water District

BY:  Phillip L. Teyssier
Vice-President

Graig Etter
Chief Financial Officer

By: _____

Date: 2/5/07

AGENDA ITEM 4



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Hossein Juybari <i>HJ</i> Sr. Civil Engineer	PROJECT:	P2210 DIV. NO. ALL
APPROVED BY: (Chief)	Rod Posada <i>RP</i> Chief, Engineering		
APPROVED BY: (Asst GM)	Manny Magaña <i>MM</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Informational Item - FY 2007 Second Quarter Capital Improvement Program (CIP) Report		

GENERAL MANAGER'S RECOMMENDATION:

That the Board accept the FY 2007 Second Quarter CIP Report for review and receive a summary via PowerPoint presentation.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To update the Board about the status of all CIP project expenditure highlights, significant issues, progress, and milestones on major projects.

ANALYSIS:

To keep up with growth and to meet our ratepayers' expectations to adequately deliver safe, reliable, cost-effective, and quality water, each year Otay Water District (District) staff prepares a six-year CIP Plan that identifies the District infrastructure needs. The CIP is comprised of four categories consisting of backbone capital facilities, maintenance projects, developer's reimbursement projects, and capital purchases.

The quarterly update is intended to provide a detailed analysis of progress in completing these projects within the allotted time and budget. Expenditures in this Second Quarter of Fiscal Year 2007 totaled approximately \$5.8 Million. This equates to 40% of the Fiscal Year 2007 expenditure budget. It is expected that the complete FY06-07 CIP budget will be spent.

FISCAL IMPACT:

RLB

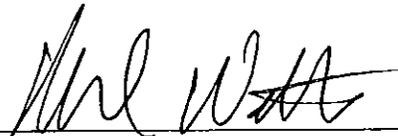
None.

STRATEGIC GOAL:

The CIP supports the mission of providing the best quality of water and wastewater service to the customers of the Otay Water District in a professional, effective, efficient, and sensitive manner, in all aspects of operation, so that public health, environment, and quality of life are enhanced.

LEGAL IMPACT:

None.



General Manager

HJ/RR/RP

Attachment



ATTACHMENT A

SUBJECT/PROJECT:	Informational Item - FY 2007 Second Quarter CIP Report (Project P2210)
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COMMITTEE ACTION:

The Engineering and Operations Committee reviewed this item at a meeting held on February 21, 2007. The Committee supported Staff's recommendation.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for Board approval. This report will be sent to the Board as a committee approved item, or modified to reflect any discussion or changes as directed from the committee prior to presentation to the full board.



AGENDA ITEM 5

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007	
SUBMITTED BY:	Ron Ripperger <i>[Signature]</i> Engineering Manager	PROJECT/ SUBPROJECT:	R2022/ 001103	DIV. NO. 1,2
APPROVED BY: (Chief)	Rod Posada <i>[Signature]</i> Chief, Engineering			
APPROVED BY: (Asst. GM):	Manny Magaña <i>[Signature]</i> Assistant General Manager, Engineering and Operations			
SUBJECT:	Change Order No. 3 to the Contract with Ortiz Corporation for Construction of the 30-Inch Recycled Water Pipeline			

GENERAL MANAGER'S RECOMMENDATION:

That the Board approve Change Order No. 3 to the existing contract with Ortiz Corporation (Ortiz) for construction of the 30-Inch Recycled Water Pipeline project in the amount of \$53,969.01. (See Exhibit A for project location.)

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the General Manager to execute Change Order No. 3 (Exhibit B) for \$53,969.01 to the contract with Ortiz.

ANALYSIS:

At the May 10, 2005 Board meeting, Ortiz was awarded the construction contract for the recycled water pipeline project. The project construction began in September, 2005 and is completed with the exception of start up. Hirsch & Company was awarded the Construction Management contract for the project at the July 7, 2005 Board meeting. Currently, work is under way performing functional checkout to prepare the newly completed 30-inch recycled water pipeline, 450-1 Reservoir and 680-1 Pump Station for start up. Staff is coordinating with the City of San Diego (City) to ensure that the start up for this project will be successful and recycled water can be delivered to the Otay Water District (District's) customers on schedule.

To date, two (2) change orders have been processed in the amount of \$41,140.79. These change orders covered a variety of items including credits for risk assessment reviews and relocation of pipeline operations allowances to adds for modifying pipeline alignments and profiles.

Change Order No. 3 consists of seven (7) items for increases to the contract including start up support and ten (10) items for decreases to the contract including deletion of sidewalk, curb and gutter installation for a net increase to the contract of \$53,969.01. Since start up time is included in Change Order No. 3 staff does not anticipate any more change orders for this project. Including Change Order No. 3, the total cost of all change orders is \$95,109.80. Staff recommends approving Change Order No. 3 in the amount of \$53,969.01.

FISCAL IMPACT:



The approved total budget for CIP R2022 is \$23,600,000. Expenditures to date are \$22,225,805. Total commitments to date, including this Change Order, are approximately \$23,151,175. See Attachment B for budget detail.

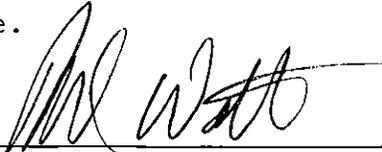
The Project Manager anticipates that based on the attached financial analysis that the budget will be sufficient to support this project. Finance has determined that all funding for this project will be available from the Recycled Expansion Fund. The District anticipates up to a 25-percent reimbursement from the Bureau of Reclamation.

STRATEGIC GOAL:

This project supports the District's mission statement and the District's Strategic Goal to: "Design and construct new infrastructure - satisfy current and future water needs for Potable, Recycled, and Wastewater Services."

LEGAL IMPACT:

None.

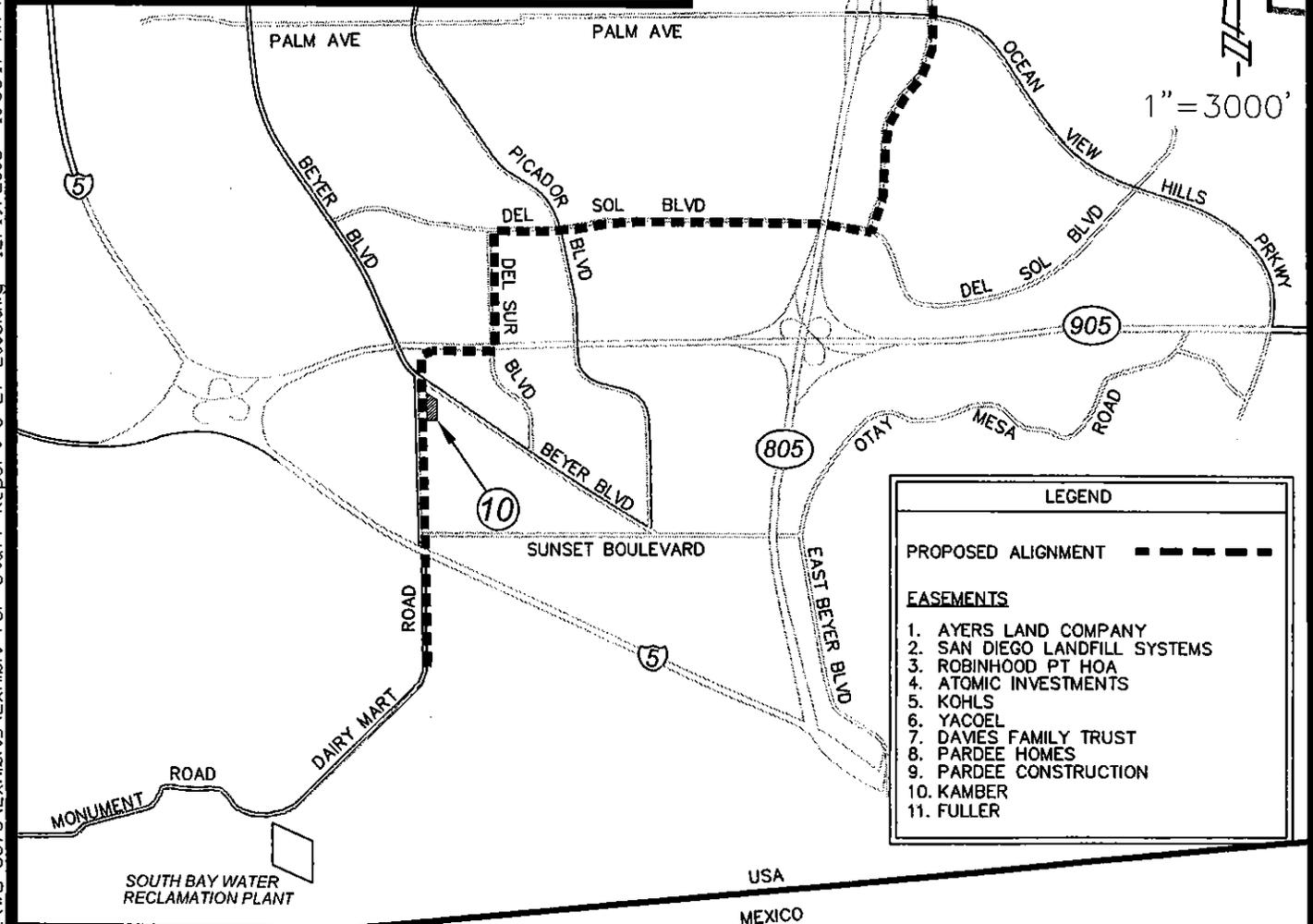
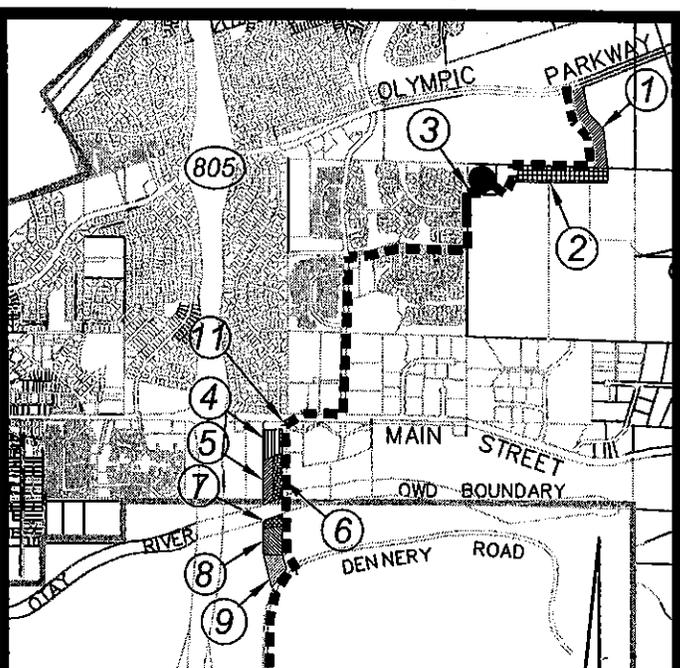
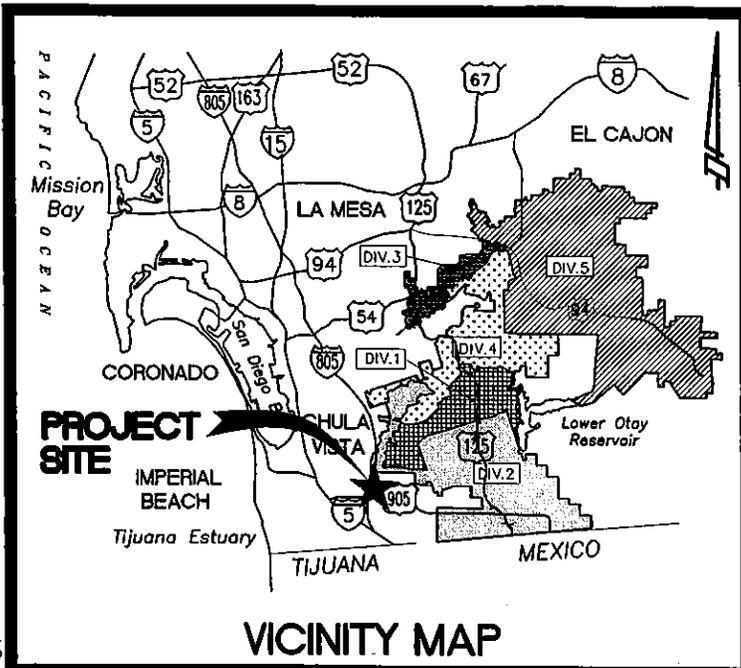


General Manager

Exhibit
Attachments

RR/RP

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LEGEND	
PROPOSED ALIGNMENT	-----
EASEMENTS	
1.	AYERS LAND COMPANY
2.	SAN DIEGO LANDFILL SYSTEMS
3.	ROBINHOOD PT HOA
4.	ATOMIC INVESTMENTS
5.	KOHL'S
6.	YACOEL
7.	DAVES FAMILY TRUST
8.	PARDEE HOMES
9.	PARDEE CONSTRUCTION
10.	KAMBER
11.	FULLER



OTAY WATER DISTRICT
 30" RECYCLED WATER
 PIPELINE PROJECT
 LOCATION MAP

W.O. 8875

CIP R2022

EXHIBIT A

CONTRACT/P.O. CHANGE ORDER No. 3

PROJECT/ITEM: 30-inch Recycled Water Pipeline Project

CONTRACTOR/VENDOR: Ortiz Corporation, Inc.

APPROVED BY: Board:

REF. P.O. No:

REF.CIP No.: R2022

REF. W.O. No.: 8875

DATE: 02/05/2007

DESCRIPTION:

See attached page 2 of 5 for continuation.

REASON:

See attached page 3 of 5 for continuation.

CHANGE P.O. TO READ:

Revise Contract to add \$53,969.01 for a total Contract amount of \$14,842,709.80.

ORIGINAL CONTRACT/P.O. AMOUNT:	\$	14,747,600.00
ADJUSTED AMOUNT FROM PREVIOUS CHANGE:	\$	14,788,740.79
TOTAL COST OF THIS CHANGE ORDER:	\$	53,969.01
NEW CONTRACT/P.O. AMOUNT IS:	\$	14,842,709.80
CONTRACT/P.O. TIME AFFECTED BY THIS CHANGE:		0 days
CONTRACT COMPLETION DATE:		12/23/2006

IT IS UNDERSTOOD WITH THE FOLLOWING APPROVALS, THAT THE CONTRACTOR/VENDOR IS AUTHORIZED AND DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES. IT IS ALSO AGREED THAT THE TOTAL COST FOR THIS CHANGE ORDER CONSTITUTES FULL AND COMPLETE COMPENSATION FOR OBLIGATIONS REQUIRED BY THE CONTRACT/P.O. ALL OTHER PROVISIONS AND REQUIREMENTS OF THE CONTRACT/P.O. REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR/VENDOR:

TITLE: _____ DATE: _____

ADDRESS: Ortiz Corporation

788 Energy Way, Chula Vista, CA 91911

STAFF APPROVALS:

PROJ. MGR. _____ DATE: _____

DIV. MGR: _____ DATE: _____

CHIEF: _____ DATE: _____

ASSIST G.M.: _____ DATE: _____

DISTRICT APPROVAL:

GEN. MANAGER: _____ DATE: _____

COPIES: FILE (Orig.), CONTRACTOR/VENDOR, CHIEF.-ENGINEERING., ASST CHIEF.-FINANCE ENGR. MGR.
 ACCTS PAYABLE INSPECTION PROJ MGR ENGR. SECRETARY PURCHASING

Description of Work

<u>Description</u>	<u>Increase</u>	<u>Decrease</u>	<u>Time</u>
<u>Item No. 1: RFP 013</u> This Change Order provides for modification of the pipeline profile and alignment from Station 10+00 to 17+50 on West Point Drive allowing for installation of a SDG&E natural gas line to feed the 450-1 Reservoir Site, per RFP 013.	\$21,532.13		0
<u>Item No. 2: RFP 014</u> This Change Order provides for modification of the pipeline profile from Station 53+30 to 56+60. This profile modification relocates the pipeline and casing beneath MTDB to a profile above the unmarked fiber-optic telecom lines beneath Beyer Road, per RFP 014.	\$31,319.90		0
<u>Item No. 3: RFP 015</u> This Change Order provides for installation of concrete retaining walls around the AVAR enclosures at Station 297+52 and 14+32 due to the existing ground slope conditions, per RFP 015.	\$11,600.00		0
<u>Item No. 4: RFP 016</u> This Change Order provides for implementation of additional paving requirements due to alignment modifications on both Sequoia Street and West Point Ave, per RFP 016.	\$100,009.15		0
<u>Item No. 5: RFP 018</u> This Change Order provides for removal, disposal and impacts associated with unanticipated rocks and cobbles encountered in the receiving horizontal directional drill (HDD) pit at Station 237+86 that impacted prosecution of the HDD operation, per RFP 018.	\$49,915.32		0
<u>Item No. 6: RFP 019</u> This Change Order provides for removal, disposal and impacts associated with an unmarked and abandoned telecom ductbank in the Interstate 5 right-of-way that impacted prosecution of the I-5 Jack & Bore casing installation, per RFP 019	\$40,184.79		0
<u>Item No. 7: RFP 020</u> This Change Order provides for Start-up Support services by the pipeline contractor. Support will include manning of blow-off points, monitoring of pipeline pressures and discharge of flows to simulate usage of the pipeline during initial start-up operations, per RFP 020.	\$51,975.76		0
<u>Item No. 8:</u> This Change Order decreases the amount allocated for Bid Item 17, Curb and Gutter Replacement by \$69,125.00 to a new authorized amount of \$875.00. (Delete 1,975 LF at \$35 / LF)		\$69,125.00	
<u>Item No. 9:</u> This Change Order decreases the amount allocated for Bid Item 18, Sidewalk Replacement by \$51,350.00 to a new authorized amount of \$650.00. (Delete 1975 LF at \$26 / LF)		\$51,350.00	0
<u>Item No. 10:</u> This Change Order decreases the amount allocated for Bid Item 28, Utility Undercrossings Not Identified On The Plans Greater Than 4-Inches by \$19,000.00 to a new authorized amount of \$6,000.00. (Delete 38 EA at \$500 / EA)		\$19,000.00	0
<u>Item No. 11:</u> This Change Order decreases the amount allocated for Bid Item 29, Unknown Utilities Allowance by \$5,885.29 to a new authorized amount of \$194,114.71.		\$5,885.29	0
<u>Item No. 12:</u> This Change Order decreases the amount allocated for Bid Item 31, Compliance with SDAPCD Allowance by \$10,000.00 to a new authorized amount of \$0.00.		\$10,000.00	0

Item No. 13:

This Change Order decreases the amount allocated for Bid Item 33, Additional Mandatory Night Shift Operations by \$19,200 to a new authorized amount of \$4,800.00. (Delete 24 Shifts at \$800 / Shift) \$19,200.00 0

Item No. 14:

This Change Order decreases the amount allocated for Bid Item 34, Inlet/Outlet Traffic Control Plan Preparation Allowance by \$3,625.75 to a new authorized amount of \$1,374.25. \$3,625.75 0

Item No. 15:

This Change Order decreases the amount allocated for Bid Item 35, Additional Potholing, by \$46,750.00 to a new authorized amount of \$63,250.00. (Delete 85 EA at \$550 / EA) \$46,750.00 0

Item No. 16:

This Change Order decreases the amount allocated for Bid Item 36, Archeological and Native American Recovery Allowance by \$2,632.00 to a new authorized amount of \$22,368.00. \$2,632.00 0

Item No. 17:

This Change Order decreases the amount allocated for Bid Item 37, Sound Walls Allowance by \$25,000.00 to a new authorized amount of \$0.00. \$25,000.00 0

Sub Total Amount \$306,537.05 \$252,568.04 0
Total Net Change Order Amount \$53,969.01

Revisions to: BID SCHEDULE

Item #	Description	Quantity	Unit	Unit Price	Amount
17	Curb and Gutter Replacement	1,975	LF	\$35	\$875.00
18	Sidewalk Replacement	1,975	LF	\$26	\$650.00
28	Utility Undercrossings Not Identified On The Plans Greater Than 4-Inches	12	EA	\$500	\$6,000.00
29	Unknown Utilities Allowance	1	LS	LS	\$194,114.71
31	Compliance with SDAPCD Allowance	1	LS	LS	\$0.00
33	Additional Mandatory Night Shift Operations	24	Shift	\$800	\$4,800.00
34	Inlet/Outlet Traffic Control Plan Preparation	1	LS	LS	\$1,374.25
35	Additional Potholing	115	EA	\$550	\$63,250.00
36	Archeological and Native American Recovery Allowance	1	LS	LS	\$22,368.00
37	Sound Walls Allowance	1	LS	LS	\$0.00

Reason:

Item No. 1: RFP 013

Subsequent to beginning construction it was discovered that SDG&E did not have the infrastructure on the South side of the 450-1 Reservoir site as anticipated. This discovery resulted in SDG&E re-designing the natural gas feed line to the Reservoir site to West Point Dr. This modification required that the 30-inch pipeline alignment be shifted further East than originally designed. This change is required to modify the profile and alignment of the 30-inch pipeline to allow for installation of the Reservoir site required natural gas feed line.

Item No. 2: RFP 014

Subsequent to beginning construction it was discovered that a fiber-optic telecom ductbank existed beneath Beyer Road that had not shown on utility searches or Dig-Alert street mark-out. Potholing resulting in the discovery that the utility was in conflict with the designed profile for the 48-inch casing beneath MTDB ROW and Beyer Road. Resulting from this discovery the profile of the casing and pipeline was modified to avoid the conflict and allow installation of the pipeline. This change is required to adjust the profile of the casing, modify fittings at both ends of the casing and change the elevations of both the jacking and receiving pits for the casing installation.

Item No. 3: RFP 015

Subsequent to beginning construction it was discovered that the location of the Air Vacuum / Air Release Valves (AVAR) at Stations 297+52 and 14+32 could not be achieved unless retaining walls were constructed due to existing surface grades at the locations. This discovery resulted in the requirement to implement construction of a retaining walls at the subject locations to ensure long term serviceability of the AVARs.

Item No. 4: RFP 016

Subsequent to beginning construction the Contractor requested to modify the alignment of the pipeline on Sequoia Road. The alignment modification was approved and resulted in the requirement to significantly increase the limits of asphalt re-paving. This alignment modification was approved because it also eliminated the requirement to replace the curb/gutter and sidewalk for the length of the street resulting in a net savings to the Contract of \$39,475 due to the credit received on Bid Item No. 17 and Bid Item No. 18. This Change Order is required to compensate the Contractor for the increased paving required on Sequoia as well as West Point Ave. due to the alignment modification resulting from installation of a SDG&E natural gas line for the 450 Reservoir site.

Item No. 5: RFP 018

Subsequent to beginning construction operations and during horizontal directional drilling (HDD) work, cobbles and debris were discovered in the HDD receiving pit impacting the HDD drilling process. The cobbles and debris were not indicated in the soils report and could not have been anticipated as part of the bid process. This Change Order is required to compensate the Contractor for additional excavation required to remove interfering portions of the cobbles and debris and standby time for the HDD drill rig during the excavation of the cobbles and debris and subsequent backfill of overexcavated materials.

Item No. 6: RFP 019

Resulting from the I-5 Jack and Bore operation an abandoned telecommunications ductbank was discovered beneath the CalTrans Right-of-Way adjacent to the travel lanes. The ductbank initially thought to be contain active cables presented a concrete barrier to the prosecution of the 60-inch bore. Upon discovery that it was no longer in use, efforts were undertaken to jackhammer the interfering portion from the face of the bore to enable the boring machine to continue installation of the casing. This Change Order is required to compensate the Contractor for delays and removal of interfering portions of the unknown ductbank.

Item No. 7: RFP 020

Resulting from System Start-Up meetings it was determined that a comprehensive system start-up would be required to adequately interface multiple Otay Water District projects with the City of San Diego. This system start-up would encompass not just the 30-inch Pipeline Project but also the 450-1 Reservoir / 680-1 Pump Station and the South Bay Water Reclamation Plant. To successfully accomplish this system start-up, Contractor support would be necessary to monitor AVAR's, B/O's during initial pumping operations and record pipeline pressures at various locations during start-up to ensure the system performed as designed.

Item No. 8:

The Contract Unit Price Bid Item, Item No. 17, Curb and Gutter Replacement, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 9:

The Contract Unit Price Bid Item, Item No. 18, Sidewalk Replacement, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 10:

The Contract Unit Price Bid Item, Item No. 28, Utility Undercrossings Not Identified On The Plans Greater Than 4-inches, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 11:

The Contract Allowance Bid Item, Item No. 29, Unknown Utilities, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 12:

The Contract Allowance Bid Item, Item No. 31, Compliance with SDAPCD, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 13:

The Contract Unit Price Bid Item, Item No. 33, Additional Mandatory Night Shift Operations, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 14:

The Contract Allowance Bid Item, Item No. 34, Inlet/Outlet Traffic Control Plan Preparation, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 15:

The Contract Allowance Bid Item, Item No. 35, Additional Potholing, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 16:

The Contract Allowance Bid Item, Item No. 36, Archeological and Native American Recovery, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 17:

The Contract Allowance Bid Item, Item No. 37, Sound Walls, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.



ATTACHMENT A

SUBJECT/PROJECT: R2022-001103	Change Order No. 3 to the Contract with Ortiz Corporation for Construction of the 30-Inch Recycled Water Pipeline
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COMMITTEE ACTION:

On February 21, 2007, the Engineering and Operations Committee met and supported staff's recommendation.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for board approval. This report will be sent to the Board as a committee approved item, or modified to reflect any discussion or changes as directed from the committee prior to presentation to the full board.



ATTACHMENT B

SUBJECT/PROJECT:
R2022-001103

Change Order No. 3 to the Contract with Ortiz Corporation for Construction of the 30-Inch Recycled Water Pipeline - Budget Detail

Otay Water District
R2022 - RecPL - 30-Inch, 450 Zone, Otay Valley

Date Updated: February 10, 2007

Budget \$23,600,000	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor/ Comments
Planning					
In House/Labor	145,157	145,157		145,157	
Outside Services	18,732	18,732	-	18,732	Recon
Consultant Contracts	78,331	78,331	-	78,331	Berryman & Hennigar
	5,130	5,130	-	5,130	Lee & Ro Inc
Subcontract	5,837	5,837	-	5,837	Regional Environmental
	17,276	17,276	-	17,276	Daniel Boyle
	176	176	-	176	Helix Environmental Planning
Meals	22	22	-	22	Petty Cash Custodian
Professional & Legal Fees	29,013	29,013	-	29,013	Burke Williams & Sorensen LLP
Parking & Tolls	20	20	-	20	Petty Cash Custodian
Postage	5	5	-	5	Petty Cash Custodian
Regulatory Agency Fee	350	350	-	350	San Diego Gas & Electric
Land/Easement Acquisition	162,484	162,484	-	162,484	Clerk of the Superior Court
	240,110	240,110	-	240,110	First Southwestern Title
Total Planning	\$ 702,620.19	\$ 702,619.70	\$ -	\$ 702,620	
Design					
In House/Labor	335,040	335,040		335,040	
Consultant Contracts	1,500,813	1,500,813	-	1,500,813	Lee & Ro
	43	43	-	43	Bullet Logistics Inc.
	131	131	-	131	Carmel Business Systems Inc.
	10,106	10,106	-	10,106	Hatch & Parent
	2,500	2,500	-	2,500	WRA & Associates
	72,599	72,599	-	72,599	Jacoba Engineering
	528	528	-	528	Divot Repair
	14,246	14,246	-	14,246	Recon
Printing	14,753	14,753	-	14,753	OCB Reprographics
	147	147	-	147	Team Reprographics, LLC
Shipping	161	161	-	161	Fed-Ex
Temporary Labor	909	909	-	909	Sedona Staffing Services Inc.
Professional & Legal Fees	63,661	63,661	-	63,661	Deley & Heft
	1,452	1,452	-	1,452	Hatch & Parent
Regulatory Agency Fee	6,060	6,060	-	6,060	San Diego Gas & Electric
Easement	5,200	5,200	-	5,200	San Diego Metropolitan
	44,165	44,165	-	44,165	First Southwestern Title
Office Supplies	56	56	-	56	Petty Cash Custodian
Meals	41	41	-	41	Petty Cash Custodian
Advertise and Award	249	249	-	249	Union Tribune Publishing Co.
	76	76	-	76	San Diego Daily Scripts
Total Design	\$ 2,072,726.25	\$ 2,072,726.41	\$ -	\$ 2,072,726	
Construction					
In House/Labor	199,475	199,475		199,475	
Consultant Contracts	587,106	587,106	-	587,106	Hirsch & Co
	657,096	170,069	487,027	657,096	RBF Consulting
	324,393	269,924	54,470	324,393	Lee & Ro
	43	43	-	43	Bullet Logistics Inc.
	33,236	32,942	294	33,236	Mooney, Jones & Stokes
Construction Contracts	14,842,710	14,610,980	331,730	14,842,710	Ortiz Corporation (C.O. #3)
	1,418	1,418	-	1,418	City of Chula Vista
Materials	8,328	8,328	-	8,328	Badger Meter, Inc.
	340	340	-	340	CW Mcgrath Inc.
	180	180	-	180	Hanson Aggregates Pacific
	183	183	-	183	Rentx
Rental	442	442	-	442	Casper Company
Shipping	182	182	-	182	Fed-Ex
Temporary Labor	49	49	-	49	Atwork Personnel Services
	274	274	-	274	Primary Funding Corp
	48	48	-	48	Sedona Staffing Services Inc.
Printing	5,331	5,331	-	5,331	OCB Reprographics
Advertise and Award	144	144	-	144	San Diego Daily Scripts
	1,370	1,370	-	1,370	Marston & Marston Company
Inventory	1,889	1,889	-	1,889	
Regulatory Agency Fee	35,218	35,218	-	35,218	City of Chula Vista
	700	700	-	700	San Diego Archeological Center
Staff Start Up Costs	50,000	-	50,000	50,000	Anticipated Staff labor costs
Water Loss	674	674	-	674	
Acqpt/close-out	-	-	0	-	
Total Construction	\$ 16,760,830	\$ 16,827,310	\$ 923,620	\$ 16,760,830	
City of San Diego Capacity Fee	\$ 3,600,000	\$ 3,600,000	\$ -	\$ 3,600,000	City Treasurer
Community Outreach					
Materials	673	673	0	673	Vernon Company
Outside Services	17,742	15,892	1,850	17,742	Marston & Marston Company
	1,739	1,739	0	1,739	Dell Enterprises
	110	110	0	110	Samantha Bowman
	425	425	0	425	Voice & Video Rentals
District Events	1,206	1,206	0	1,206	El Taco Loco
	515	515	0	515	Pear Trees Catering Inc.
	925	925	0	925	A Party Rentals
	1,650	1,650	0	1,650	Auld Course
Temporary Labor	16	16	0	16	Sedona Staffing Services Inc.
Total Community Outreach	\$ 24,999	\$ 23,149	\$ 1,850	\$ 24,999	
Grand Total	\$ 23,161,175	\$ 22,226,806	\$ 925,370	\$ 23,161,176	



AGENDA ITEM 6

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Ron Ripperger <i>u</i> Engineering Manager	PROJECT/ SUBPROJECT:	R2001, DIV. 1 R2004 NO.
APPROVED BY: (Chief)	Rod Posada <i>Rod Posada</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>M. Magaña</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Change Order No. 6 to the Contract with TC Construction Company for Construction of the 450-1 Recycled Water Reservoir and 680-1 Recycled Water Pump Station		

GENERAL MANAGER'S RECOMMENDATION:

That the Board approve Change Order No. 6 to the existing contract with TC Construction Company (TC) for construction of the 450-1 Recycled Water Reservoir and the 680-1 Recycled Water Pump Station project in the amount of \$167,743. (See Exhibit A for project location.)

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the General Manager to execute Change Order No. 6 for \$167,743 (Exhibit B) to the contract with TC.

ANALYSIS:

At the September 12, 2005 Board meeting, TC was awarded the construction contract for the reservoir and pump station project. The project construction began in October, 2005 and is proceeding well. Jacobs Engineering was awarded the Construction Management contract for the project at the December 7, 2005 Board meeting. Currently, work is under way performing functional checkout to prepare the newly completed 30-inch recycled water pipeline, 450-1 Reservoir and 680-1 Pump Station for start up. Staff is coordinating with the City of San Diego (City) to ensure that the start up for this project will be successful and recycled water can be delivered to the Otay Water District (District's) customers on schedule.

To date, five (5) change orders have been processed in the amount of <\$490,778>. These change orders covered a variety of items including credits from value engineering. Change Order No. 6 consists of additional paving for the dirt access road, piping and other modifications in the pump station, future piping for the the chlorination facility, and a variety of miscellaneous items needed for the reservoir and pump station to complete the overall work. Staff anticipates minor change orders may still be required as start up of the facilities proceeds. Including Change Order No. 6, the total cost of all change orders is <\$323,035>. Staff recommends approving Change Order No. 6 in the amount of \$167,743.

FISCAL IMPACT:

The approved budget for the 450-1 Recycled Water Reservoir project (CIP R2001) is \$9,967,000. To date, \$7,677,783 has been spent on the Reservoir. See Attachment B-1 for budget detail.

The approved budget for the 680-1 Recycled Water Pump Station project (CIP R2004) is \$8,233,000. To date, \$6,677,453 has been spent on the Pump Station. See Attachment B-2 for budget detail.

The total approved budget for the combined project is \$18,200,000. Total combined project commitments, including this change order, are \$17,191,918.

The Project Manager anticipates that based on the attached financial analysis that the CIP R2001 budget will be sufficient to support the 450-1 Recycled Water Reservoir project. Finance has determined that 100% of the funding for this project will be available from the Expansion Fund.

The Project Manager also anticipates that based on the attached financial analysis that the CIP R2004 budget will be sufficient to support the 680-1 Recycled Water Pump Station project. Finance has determined that 100% of the funding for this project will be available from the Expansion Fund.

The District anticipates up to a 25-percent reimbursement from the Bureau of Reclamation.

STRATEGIC GOAL:

This project supports the District's mission statement and the District's Strategic Goal to: "Design and construct new infrastructure - satisfy current and future water needs for Potable, Recycled, and Wastewater Services."

LEGAL IMPACT:

None.



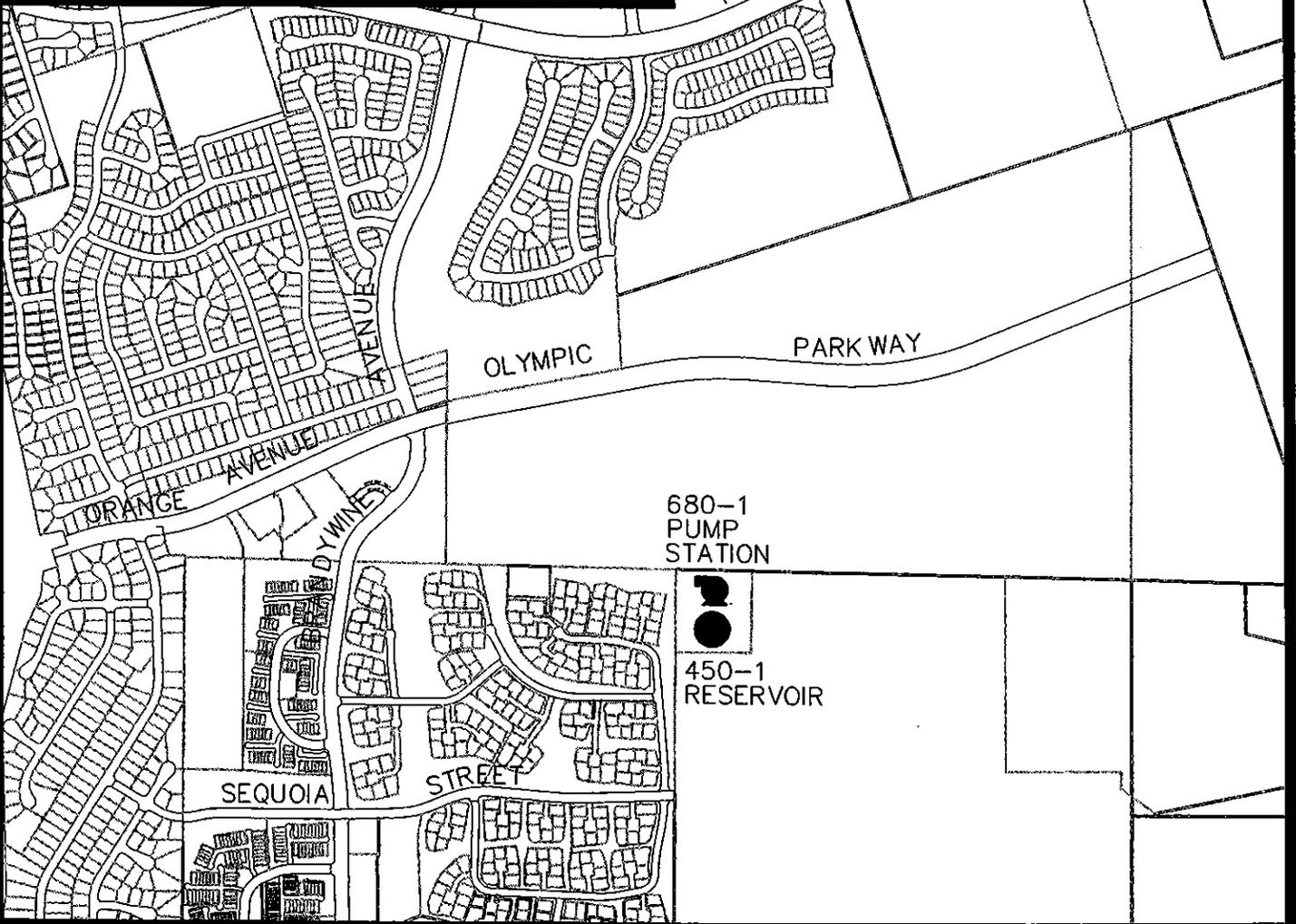
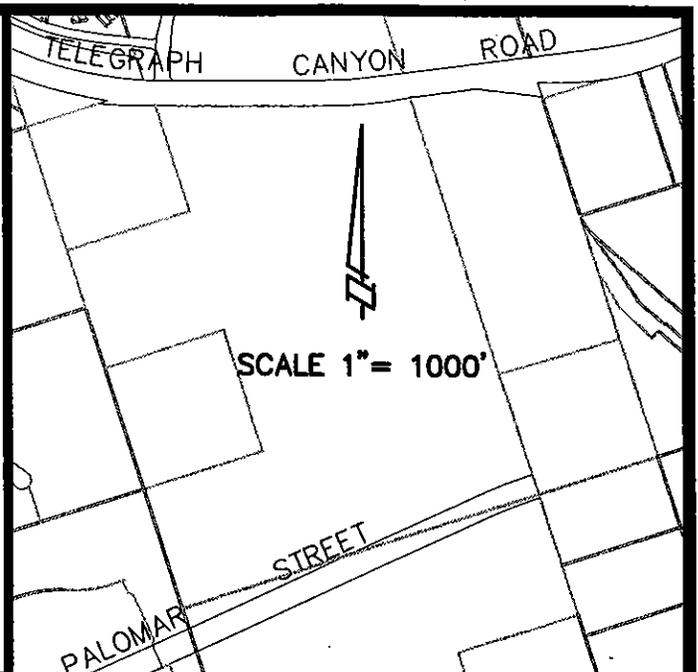
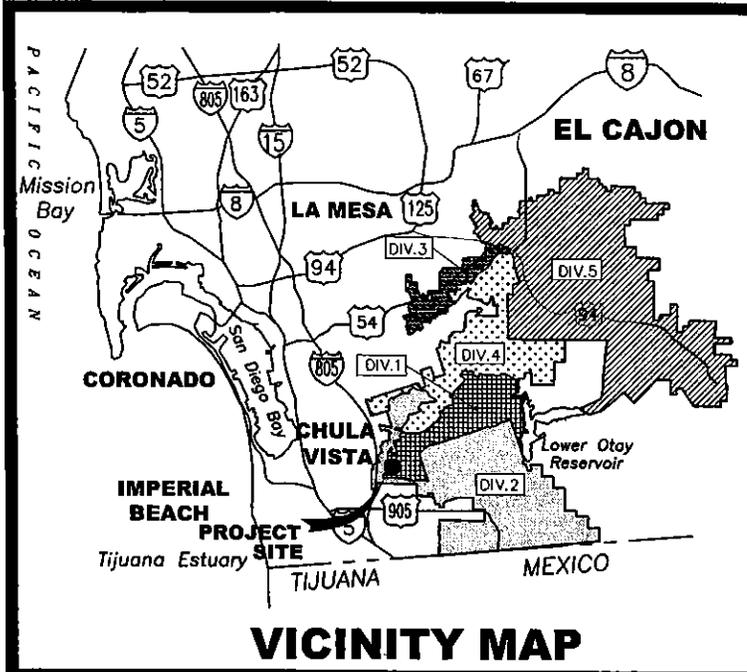
General Manager

Exhibits

Attachments

RR/RP

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OTAY WATER DISTRICT
450-1 RECYCLED WATER RESERVOIR/
680-1 RECYCLED WATER PUMP STATION

WO 30016/30015

CENTRAL AREA
LOCATION MAP

CIP R001/R004

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EXHIBIT A

CONTRACT/P.O. CHANGE ORDER No. 6

PROJECT/ITEM: 450-1 Recycled Water Reservoir & 680-1 Recycled Water Pump Station
CONTRACTOR/VENDOR: TC Construction Company, Inc. REF.CIP No.: R2001/R2004-001103
APPROVED BY: Board: N/A REF. P.O. No: 702551 REF. W.O. No.: 30016 DATE: 02-12-07 & 30015

DESCRIPTION:

See attached pages 2 through 6 of 6 for descriptions.

REASON:

See attached pages 2 through 6 of 6 for reasons.

CHANGE P.O. TO READ:

A total increase of \$167,743.00 for a revised Contract amount of \$14,416,965.00. Revise the contract completion date from 4/01/07 to 4/27/07.

ORIGINAL CONTRACT/P.O. AMOUNT:	\$	14,740,000.00
ADJUSTED AMOUNT FROM PREVIOUS CHANGE:	\$	14,249,222.00
TOTAL COST OF THIS CHANGE ORDER:	\$	167,743.00
NEW CONTRACT/P.O. AMOUNT IS:	\$	14,416,965.00
CONTRACT/P.O. TIME AFFECTED BY THIS CHANGE:		26 Days
ORIGINAL CONTRACT COMPLETION DATE:		2/28/07
REVISED CONTRACT COMPLETION DATE:		4/27/07

IT IS UNDERSTOOD WITH THE FOLLOWING APPROVALS, THAT THE CONTRACTOR/VENDOR IS AUTHORIZED AND DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES. IT IS ALSO AGREED THAT THE TOTAL COST FOR THIS CHANGE ORDER CONSTITUTES FULL AND COMPLETE COMPENSATION FOR OBLIGATIONS REQUIRED BY THE CONTRACT/P.O. THIS INCLUDES ALL DIRECT AND INDIRECT COST AND RELEASE OF ALL RIGHTS TO CLAIM AGAINST THIS ITEM IN THE FUTURE. ALL OTHER PROVISIONS AND REQUIREMENTS OF THE CONTRACT/P.O. REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR/VENDOR:

TITLE: _____ DATE: _____
ADDRESS: _____

STAFF APPROVALS:

PROJ. MGR: _____ DATE: _____
DIV. MGR: _____ DATE: _____
CHIEF: _____ DATE: _____
ASST. GEN. MANAGER: _____ DATE: _____

DISTRICT APPROVAL:

GEN. MANAGER: _____ DATE: _____

COPIES: FILE (Orig.), CONTRACTOR/VENDOR CHIEF-ENGINEERING/PLANNING CHIEF-FINANCE CHIEF-DEV. SERVICES
 ENGR. MGR. INSPECTION PROJ MGR ENGR. SECRETARY PURCHASING ACCTS PAYABLE

CONTRACT/P.O. CHANGE ORDER No. 6

PROJECT/ITEM: 450-1 Recycled Water Reservoir & 680-1 Recycled Water Pump Station

CONTRACTOR/VENDOR: TC Construction Company, Inc.

REF.CIP No.: R2001/R2004-001103

APPROVED BY: Board: N/A

REF. P.O. No: 702551

REF. W.O. No.: 30016

DATE: 02-12-07

& 30015

DESCRIPTIONS:

1. Add \$1,005 for the installation of floor drain in the compressor room and piping from the drain to the sewer line. Also, add 1 (one) calendar day.
2. Add \$2,878 for the installation of one retaining wall and a nozzle for the 6-inch air vac installation included in CDC#2. Also, add 1 (one) calendar day.
3. Credit of \$1,917 for the material type change for buried vault ventilation piping.
4. Add \$3,375 for the installation of four interior light fixtures suitable for the location and mount required in the drawings.
5. Add \$3,441 for the installation of a temporary bypass and then reinstallation of an existing 2 1/2-inch potable water line. Also, add 2 (two) calendar days.
6. Add \$1,615 for the installation of a personnel gate through the perimeter fence at the south side of the tank as required by SDGE for access to the gas line leak detectors.
7. Add \$2,060 for the modification of pump discharge pipe fittings to accommodate the discharge angle provided by Peerless Pumps in their pump cans. Also, add 1 (one) calendar day.

REASONS:

1. RFP#16 was initiated by the CM and the Contractor. The Contract drawings did not call for a floor drain in the compressor room where there will be continuous drainage from the compressed air system.
2. RFP#17 was for a portion of the work proposed in RFP#2 which never resulted in a change order. RFP#2 was issued for the installation of two air vac installation per WAS standards as part of CDC#2 issued by MWH. Ortiz Construction installed the two air vacs under another contract and TC Construction will install the required retaining wall and nozzle connection through this contract as part of RFP#17.
3. RFP#19 was initiated by the Contractor and it involves changing the required SCH20 Steel, 10-inch buried, intake/exhaust piping that runs to/from the inlet meter, outlet meter and altitude valve vault to SDR 35 PVC Piping.
4. RFP#25 was initiated by the Contractor and the Designer because four light fixtures called out in the contract drawings to be the hanging type can not be hung in the lower vault area below the grating.
5. RFP#26 was initiated because an existing 2 1/2-inch potable water line that runs through the site to the landfill was not shown on the plans had to be temporarily bypassed and then reconnected following the installation of the 30-inch recycled water line.
6. RFP #28 was initiated because SDGE required non-hill-climbing, pedestrian access to observation wells at the top of the hill above the gas lines.
7. RFP #29 was initiated because the discharge angle of the RW pumps and their configuration in the cans required angle corrections for each discharge line.

CONTRACT/P.O. CHANGE ORDER No. 6

PROJECT/ITEM: 450-1 Recycled Water Reservoir & 680-1 Recycled Water Pump Station

CONTRACTOR/VENDOR: TC Construction Company, Inc.

REF.CIP No.: R2001/R2004-001103

APPROVED BY: Board: N/A

REF. P.O. No: 702551

REF. W.O. No.: 30016

DATE: 02-12-07

& 30015

DESCRIPTIONS:

8. Add \$4,018 for structural steel added to support the weight of the air conditioning unit on the roof above Room 105. Also, add 2 (two) calendar days.
9. Credit of \$855 for elimination of skylight on the equipment curb for future equipment and the addition of a sheet metal cover.
10. Add \$9,894 for the larger size sandwich skylights above the generator room.
11. Add \$2,003 for the added structural steel for improved antenna support.
12. Add \$48,325 for paving an additional 781 feet of access road and 400 ft of AC berm near the tank perimeter road. Also, add 4 (four) calendar days.
13. Add \$4,136 for caulking installation at the perimeter of the tank's chime. Also, add 1 (one) calendar day.
14. Add \$234 for the installation of a junction box provided by the sump pump manufacturer required for the relocation of the sump pump control panel.
15. Credit of \$4,462 for the elimination of the pump functional testing configuration called out in drawing GC-1 and specification 01660. As part of the RFP, this credit is reduced by costs related to the installation of another pipe configuration, blind flange and valve to be used for testing purposes.

REASONS:

8. RFP #31 was initiated because not enough support was provided in original contract drawings. Built per new detail provided by Designer.
9. RFP #32 was initiated as suggested by the Designer.
10. RFP #33 was initiated because a skylight size increase was required to fit over the per-contract-installed roof beam opening.
11. RFP #34 was initiated because added support was required after antenna installation because as installed - it was too flimsy.
12. RFP #35 was initiated as recommended by Contractor / requested by Owner. It was not called for in the contract documents.
13. RFP #36 was initiated by the tank contractor and requested by Owner.
14. RFP #38 was initiated by the CM and Contractor due to limited mounting area and pre-cut equipment cable lengths.
15. RFP #39 was initiated by the Contractor & CM in order to expedite testing while tank is being painted.

CONTRACT/P.O. CHANGE ORDER No. 6

OTAY WATER DISTRICT

2554 SWEETWATER SPRINGS BLVD., SPRING VALLEY, CA. 91978, (619) 670-2222

PROJECT/ITEM: 450-1 Recycled Water Reservoir & 680-1 Recycled Water Pump Station

CONTRACTOR/VENDOR: TC Construction Company, Inc.

REF.CIP No.: R2001/R2004-001103

APPROVED BY: Board: N/A

REF. P.O. No: 702551

REF. W.O. No.: 30016

DATE: 02-12-07

& 30015

DESCRIPTIONS:

16. Add \$35,626 for the installation of potable water piping, sewer piping, sodium hypochlorite piping (dual containment) and electrical conduit (power & signal) for the future chlorination facility. Also, add 6 (six) calendar days.
17. Add \$23,653 for the installation of two total dissolved solids (TDS) analyzers and to provide for monitoring of their analog signals at the OWD SCADA system.
18. Add \$2,227 for work required to fill in nail holes and paint 2X8 Mansard Roof fascia. Also, add 1 (one) calendar day.
19. Add \$1,805 to delete the single-ply (thermoplastic) membrane roofing system and install a built up roofing system on the pump station with a 20-year warranty. The work in this RFP also includes costs for installing ninety (90) pitch pockets for sealing around the 2X2 mansard roof angle braces where they attach to the lightweight roof concrete. Also, add 2 (two) calendar days.
20. Credit of \$7,670 for Deleted Landscaping and Irrigation in Unused Contractor Staging Area.
21. Add \$1,713 to increase the engine exhaust piping diameter from 8-inches to 10-inches and to provide an exhaust silencer for exhaust fan EF-3 similar to the one provided for EF-4.
22. Add \$345 for the installation of 240 volt service to the generator from LP-1. Work in this RFP includes the installation of a new 60-Amp (2-pole) breaker in LP-1 and other misc. wiring changes.

REASONS:

16. RFP#40 was initiated per Owner's request.
17. RFP#41 was initiated per Owner's request.
18. RFP #42 was initiated per MWH CMRFI Response and was not called for in the original contract documents.
19. RFP #43 was initiated because the membrane roofing supplier would not guarantee roofing due to the 90 penetrations required for bracing attachment to the concrete roof.
20. RFP #44 was initiated by the Contractor.
21. RFP #46 was initiated because the sole source engine manufacturer upsized the exhaust piping (provided by others) requirements to improve air emissions and duct silencer was not included in contract documents.
22. RFP #47 was initiated because the contract drawings did not provide proper power supply for auxiliary equipment provided by engine manufacturer.

CONTRACT/P.O. CHANGE ORDER No. 6

PROJECT/ITEM: 450-1 Recycled Water Reservoir & 680-1 Recycled Water Pump Station

CONTRACTOR/VENDOR: TC Construction Company, Inc.

REF.CIP No.: R2001/R2004-001103

OTAY WATER DISTRICT

2554 SWEETWATER SPRINGS BLVD., SPRING VALLEY, CA. 91978, (619) 670-2222

APPROVED BY: Board: N/A

REF. P.O. No: 702551

**REF. W.O. No.: 30016
& 30015**

DATE: 02-12-07

DESCRIPTIONS:

- 23. Add \$4,870 for the rental and operation of a load bank with adequate capacity to draw loads required to pass APCD source testing and for fine tuning of the generator set by the manufacturer.
- 24. Add \$5,912 to provide new, add additional, substitute and/or delete wiring in ten different conduit runs.
- 25. Add \$1,170 for the installation of a temporary, APCD-required, exhaust stack extension and platform.
- 26. Add \$2,946 for the installation of a 1-inch pilot line which runs from the reservoir to the altitude valve. Also, add 1 (one) calendar day.
- 27. Add \$510 for additional coating of red paint on curb at West Point Drive. Also, add 1 (one) calendar day.
- 28. Add \$5,000 for the installation a battery master disconnect between the batteries and the generator engine starter and additional piping and valves installed for the lube oil transfer system.
- 29. Add \$6,903 for modifications at the VFD to provide power and control for the pump motor unit heaters.
- 30. Add \$1,983 for additional bracketing required to secure the monorail diagonal support beam above Door 106A.
- 31. Add \$5,000 for miscellaneous additions to the irrigation and landscaping scope of work.

REASONS:

- 23. RFP #48 was initiated because APCD source testing and generator fine tuning could not be done without a load bank which was not in the contract documents.
- 24. Additional costs from RFP #49 relate to wiring quantity and size changes directed in MWH responses to RFI's 14, 18, 40 and CMRFI 55.
- 25. Work done through RFP #50 was required by APCD for source testing and not included in the contract documents.
- 26. Work done in RFP #51 was required for the altitude valve to function properly. The pilot line was not in the contract documents.
- 27. RFP #52 was initiated as requested by the City of Chula Vista.
- 28. RFP #53 was initiated by the Owner due to safety and maintenance concerns.
- 29. RFP #54 was initiated because power and control for the pump motor unit heaters is required but not included in the contract documents.
- 30. RFP #55 was initiated by the Contractor, Designer and CM because Door 106A would not open because the diagonal beam was in the way as built/designed.
- 31. RFP #56 was initiated because the Contractor was required to install various components that were not shown in the contract documents.

CONTRACT/P.O. CHANGE ORDER No. 6

PROJECT/ITEM: 450-1 Recycled Water Reservoir & 680-1 Recycled Water Pump Station

CONTRACTOR/VENDOR: TC Construction Company, Inc.

REF.CIP No.: R2001/R2004-001103

APPROVED BY: Board: N/A

REF. P.O. No: 702551

**REF. W.O. No.: 30016
& 30015**

DATE: 02-12-07

OTAY WATER DISTRICT

2554 SWEETWATER SPRINGS BLVD., SPRING VALLEY, CA. 91978, (619) 670-2222

DESCRIPTIONS:

32. Add 3 (three) calendar days for work stoppage caused by rain.

REASONS:

32. The three rain days for 1/30/07, 1/31/07 & 2/12/07 were agreed to because of the poor/unsafe working conditions created by the rain.



ATTACHMENT A

SUBJECT/PROJECT: R2001- 001103, R2004- 001103	Change Order No. 6 to the Contract with TC Construction Company for Construction of the 450-1 Recycled Water Reservoir and 680-1 Recycled Water Pump Station
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COMMITTEE ACTION:

On February 21, 2007, the Engineering and Operations Committee met and supported staff's recommendation.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for board approval. This report will be sent to the Board as a committee approved item, or modified to reflect any discussion or changes as directed from the committee prior to presentation to the full board.



ATTACHMENT B-1

SUBJECT/PROJECT:
R2001-001103

Change Order No. 6 to the Contract with TC Construction Company for Construction of the 450-1 Recycled Water Reservoir and 680-1 Recycled Water Pump Station - Budget Detail

Otay Water District

Date Updated: February 10, 2007

R2001 - RecRes - 450-1 Reservoir 12.0 MG

Budget \$9,967,000	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor / Comments
Planning					
Studies					
In House/Labor	84,235	84,235		84,235	
Printing	672	672	-	672	Team Reprographics, LLC
	265	265	-	265	Mc-Graw Hill Construction
	16,636	10,764	5,872	16,636	OCB Reprographics
Temporary Labor	431	431	-	431	Sedona Staffing Services
	14	14	-	14	Atwork Personnel Services
Consultant Contracts	9,971	9,971	-	9,971	Kennedy Jenks
	8,827	8,827	-	8,827	Hatch & Parent
	21,330	21,330	-	21,330	Recon
	288,121	288,121	-	288,121	MWH Americas Inc
Insurance	63	63	-	63	Daley & Heft
Professional & Legal Fees	2,729	2,729	-	2,729	Hatch & Parent
	900	900	-	900	First Southwestern Title
	15,637	15,637	-	15,637	Daley & Heft
Regulatory Agency Fee	470	470	-	470	San Diego Gas & Electric
Postage	175	175	-	175	Fed-Ex
Land/Easement Acquisition	14,600	14,600	-	14,600	Clerk of the Superior Court
	39,334	39,334	-	39,334	First Southwestern Title
	19,500	19,500	-	19,500	ACI Sunbow LLC
	4,351	4,351	-	4,351	Robinhood Point Homeowners
Total Planning	\$ 528,260.46	\$ 522,388.71	\$ 5,872	\$ 528,261	
Design					
In House/Labor	151,314	151,314		151,314	
Consultant	247,294	247,294	-	247,294	MWH Americas Inc
	11,650	11,650	-	11,650	Recon
Printing	76	76	-	76	San Diego Daily Scripts
	252	252	-	252	Union Tribune
Temporary Labor	32	32	-	32	Sedona Staffing Services
Regulatory Agency Fee			-		
Materials			-		
Service Contracts			-		
Advertise and Award			-		
Total Design	\$ 410,617.63	\$ 410,617.25	\$ -	\$ 410,617	
Construction					
In House/Labor	107,131	107,131		107,131	
Consultant Contracts	454,000	223,978	230,022	454,000	Jacobs Inc.
	32,585	11,431	21,154	32,585	MWH Americas Inc
Materials	57	57	-	57	CW McGrath Inc
	151	151	-	151	United Rentals Northwest Inc.
Construction Contracts	7,929,331	6,400,637	1,528,694	7,929,331	TC Construction Inc. (C.O. #6)
Professional & Legal Fees	1,392	1,392	-	1,392	Burke, Williams & Sorensen LLP
Service Contracts			-		
Future Start up costs	50,000	-	50,000	50,000	Anticipated minor C.O.'s
Staff Start up costs	50,000	-	50,000	50,000	Anticipated Staff labor costs
Acpt/close-out			-		
Total Construction	\$ 8,624,647	\$ 6,744,777	\$ 1,879,870	\$ 8,624,647	
Grand Total	\$ 9,563,525	\$ 7,677,783	\$ 1,885,741	\$ 9,563,525	



ATTACHMENT B-2

SUBJECT/PROJECT: R2004-001103	A Change Order No. 6 to the Contract with TC Construction Company for Construction of the 450-1 Recycled Water Reservoir and 680-1 Recycled Water Pump Station - Budget Detail
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Otay Water District

Date Updated: February 10, 2007

R2004 - RecPS - 680-1 Pump Station (11,500 GPM)

Budget	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor / Comments
\$8,233,000					
Planning					
Studies					
In House/Labor	51,373	51,373		51,373	
Consultant Contracts	18,730	18,730	-	18,730	Recon
	3,904	3,904	-	3,904	GBA Master Series
Subcontract			-	-	
Service Contracts			-	-	
Postage			-	-	
Land/Easement Acquisition			-	-	
Total Planning	\$ 74,007	\$ 74,007	\$ -	\$ 74,007	
Design					
In House/Labor	140,771	140,771		140,771	
Consultant Contracts	531,344	531,344	-	531,344	MWH Americas Inc.
	8,828	8,828	-	8,828	Hatch & Parent
	14,250	14,250	-	14,250	Recon
Insurance	62	62	-	62	Daley & Heft
Professional & Legal Fees	15,640	15,640	-	15,640	Daley & Heft
	2,730	2,730	-	2,730	Hatch & Parent
Regulatory Agency Fee			-	-	
Materials			-	-	
Advertise and Award			-	-	
Total Design	\$ 713,625	\$ 713,625	\$ -	\$ 713,625	
Construction					
In House/Labor	95,948	95,948		95,948	
Consultant Contracts	371,000	163,951	207,049	371,000	Jacobs Inc.
	36,656	15,502	21,154	36,656	MWH Americas Inc
Construction Contracts	6,487,634	5,254,171	1,233,463	6,487,634	TC Construction Inc. (C.O. #6)
Service Contracts	4,398	4,398	-	4,398	San Diego Gas & Electric
	600	600	-	600	Sloan Electric Co.
Infrastructure, Materials & Supplies	348,415	348,415	-	348,415	Peerless Pump Co
Regulatory Agency Fee	6,600	6,600	-	6,600	County of San Diego Air Pollution
Postage/Shipping	46	46	-	46	Fed-Ex
Professional & Legal Fees	145	145	-	145	Burke, Williams & Sorensen LLP
Parking	44	44	-	44	Petty Cash
Future Start up costs	40,000		40,000	40,000	Anticipated minor C.O.'s
Staff Start up costs	49,274		49,274	49,274	Anticipated Staff labor costs
Acpt/close-out			-	-	
Total Construction	\$ 7,440,760	\$ 5,889,821	\$ 1,550,940	\$ 7,440,760	
Grand Total	\$ 8,228,393	\$ 6,677,453	\$ 1,550,940	\$ 8,228,392	



AGENDA ITEM 7

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Hossein Juybari <i>m for HJ</i> Senior Civil Engineer	PROJECT/ SUBPROJECT:	N/A DIV. NO. ALL
APPROVED BY: (Chief)	Rod Posada <i>Rod Posada</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>Manny Magaña</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Award of As-Needed Engineering Design Services Contract, Fiscal Years 06-07 and 07-08 to Lee & Ro, Inc.		

GENERAL MANAGER'S RECOMMENDATION:

That the Board authorize the General Manager to enter into an Agreement for Professional Services for As-Needed Engineering Design Services with Lee & Ro, Inc. (Lee & Ro) for an amount not to exceed \$175,000 during Fiscal Years 06-07 and 07-08.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the award of a professional services contract to obtain engineering design services on an as-needed basis in support of the District's Capital Improvement Program (CIP). The contract amount is not to exceed \$175,000 for a two-year period commencing upon Board approval (see Attachment B for sample agreement).

ANALYSIS:

The District will require the professional services of an engineering consultant in support of the District's CIP projects for a period of two years. The As-Needed Engineering Design Services contract will provide the District with the ability to obtain consulting services in a timely and efficient manner and on an as-needed basis.

The District will require the expertise of an engineering consultant to provide civil engineering design for a variety of CIP projects. The District incurs expenses in requesting, reviewing and ranking

proposals; checking references; and preparing staff reports for Committee and Board approval. The engineering design services, individually, are small enough that preparation of formal proposals by consultants becomes expensive and these costs are passed on to the District. For these reasons, the District began using similar contracts for as-needed environmental consulting services in Fiscal Year 05-06 and as-needed geotechnical services in Fiscal Year 06-07.

The District will issue task orders to the Consultant for specific projects during the contract period. The Consultant will then prepare a detailed scope of work, schedule, and cost estimate for each task order assigned under the contract. Upon written task order authorization from the District, the Consultant shall then proceed with the project as described in the scope of work.

The CIP projects that are estimated to require engineering design services for Fiscal Years 2007 and 2008, at this time, are listed below:

CIP	DESCRIPTION	ESTIMATED COST
P2038	PL - 12-Inch, 978 Zone, Jamacha and Hidden Mesa Road Upsize and Replacement	\$30,000
P2387	PL - 12-Inch, 803 Zone, Jamul Drive Permastran Pipeline Replacement	\$30,000
P2356	PL - 12-Inch, 832 Zone, Steele Canyon Road-Via Caliente/Campo Pipelie Replacement	\$30,000
R2086	RWCWRF Force Main AirVac Replacements	\$70,000
	TOTAL:	\$160,000

The engineering design scopes for the above projects are estimated from preliminary information and past projects. Therefore, staff believes that a \$175,000 cap on the As-Needed Engineering Design Services contract is adequate.

The As-Needed Engineering Design Services contract would have a one-year base period commencing upon Board approval, and a one-year extension based on the District's CIP schedule and the consultant's successful performance. The contract is not to exceed \$175,000 for all task orders. Fees for professional services will be charged to the CIP Projects for which the engineering designs are performed.

This As-Needed Engineering Design Services contract does not commit the District to any expenditures until a task order is approved to perform work on a CIP Project. The District does not guarantee work to the consultant, nor does the District guarantee to the consultant

that it will expend all of the funds authorized by the contract on professional services.

The District solicited engineering design services from engineering consultant firms by placing an advertisement on OWD website, in the San Diego Union Tribune on December 25, 2006 and an advertisement in the San Diego Daily Transcript from December 25, 2006 to January 2, 2007. Twenty-five (25) firms submitted a letter of interest and a statement of qualifications. The Request for Proposal (RFP) for As-Needed Engineering Design Services was sent to all twenty-five (25) firms resulting in twelve (12) proposals received on January 23, 2007. They are as follows:

- Boyle Engineering Corporation
- Carollo Engineers, P.C.
- David Evans and Associates, Inc.
- DBE Psomas
- Dudek
- Harris & Associates, Inc.
- HDR
- Infrastructure Engineering Corporation
- Kennedy/Jenks Consultants
- Lee & Ro, Inc.
- RBF Consulting
- Winzler & Kelly

The thirteen (13) firms that chose not to propose are Anchor Engineering, Inc., Beyaz & Patel, Inc., Camp Dresser & McKee Inc., Construction Testing & Engineering, Inc., J.C. Heden and Associates, Inc., Kimley-Horn and Associates, Inc., MWH Americas, Inc., Nolte Associates, Inc., Parsons Brinckerhoff, PBS&J, PinnacleOne, Rick Engineering Company, and Willdan.

In accordance with the District's Policy 21, staff evaluated and scored all written proposals. Lee & Ro received the highest score for their services based on their experience, proposed method to accomplish the work, and their ability to complete projects on schedule. Lee & Ro was the most qualified consultant with the best overall proposal. A summary of the complete evaluation is shown in Attachment C.

The District has worked with Lee & Ro before with the 30-Inch Recycled Water Pipeline from Dairy Mart to the 450-1 Reservoir. Lee & Ro's staff worked well with the District's staff and delivered an accurate and complete design on time to the District.

FISCAL IMPACT:

The funds for this contract will be expended from the CIP projects noted previously. The fees for professional services requested herein are available in the authorized CIP project budgets. This contract is for professional services based on the District's need and schedule, and expenditures will not be made until a task order is approved by the District for the consultant's professional services on a specific CIP project.

The Project Manager anticipates that the budget will be sufficient to support the professional services required for specific CIP projects previously noted.

STRATEGIC GOAL:

This project supports the District's Mission statement, "To provide safe, reliable water, recycled water and wastewater services to our community in an innovative, cost efficient water wise and environmentally responsible manner", as well as the General Manager's vision, "...prepared for the future..." by guaranteeing that the District will always be able to meet future water supply obligations and plan, design and construct new facilities.

LEGAL IMPACT:

None



General Manager

Attachments

HJ/RR/RP:jf



ATTACHMENT A

SUBJECT/PROJECT:	Award of As-Needed Engineering Design Services Contract, FY 07-08
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COMMITTEE ACTION:

The Engineering and Water Operations Committee met to consider this item on February 21, 2006. The Committee supported Staff's recommendation.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for Board approval. This report will be sent to the Board as a Committee approved item, or modified to reflect any discussion or changes as directed from the Committee prior to presentation to the full Board.



ATTACHMENT B

SUBJECT/PROJECT:	Award of As-Needed Engineering Design Services Contract, FY 07-08
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AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
OTAY WATER DISTRICT
AND
CONSULTANT
FOR
AS-NEEDED ENGINEERING DESIGN SERVICES

This Agreement (Agreement) is made and entered into this _____ day of March, 2007 by and between the OTAY WATER DISTRICT, a municipal water district, formed and existing pursuant to California Municipal Water District Act of 1911, as amended, hereinafter referred to as "DISTRICT," and [CONSULTANT], hereinafter referred to as "CONSULTANT."

WITNESSETH

WHEREAS, the DISTRICT requires the services of a geotechnical consultant to render certain technical and professional services described below; and

WHEREAS, the CONSULTANT has available, and offers to provide, personnel and facilities necessary to accomplish the work within the required time.

NOW, THEREFORE, DISTRICT AND CONSULTANT agree as follows:

I. Scope of Services

The CONSULTANT agrees to perform those services described in the scope of work set forth in Exhibit 'A' attached hereto and incorporated herein by this reference. The scope of consulting services shall include meetings with District staff and review of previous technical documentation.

II. Authorization

General authorization to proceed with the work described in Exhibit 'A' is hereby granted upon full execution of the Agreement. However, CONSULTANT shall not proceed with any work described in Exhibit 'A' until the receipt of a request for specific services or "task order" from the District's Designated Agent. Upon receipt of such a request for specific services, CONSULTANT shall provide the the District's Designated Agent with an estimated budget for the requested services and an estimated time for completion. The District's Designated Agent shall then provide the CONSULTANT with authorization to proceed. No work shall be commenced until the CONSULTANT receives the authorization to proceed.

III. Compensation

In return for providing the services described in Exhibit 'A', which are to be performed by the CONSULTANT, the DISTRICT agrees to pay, and the CONSULTANT agrees to accept,

compensation for all executed service requests up to an amount not-to-exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$175,000.00), payable as agreed to by the parties per service request. Total compensation for all Professional Services provided under this agreement shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$175,000.00) during the term of this agreement without prior written authorization from the DISTRICT.

The CONSULTANT shall invoice the DISTRICT on a monthly schedule in the format shown in Exhibits 'B' and 'C'. The CONSULTANT shall not invoice the DISTRICT for work that has not been completed at the time the invoice is prepared. The DISTRICT shall have forty-five (45) days from the date of receipt of error-free invoices prepared in accordance with Exhibits 'B' and 'C' to make payment without incurring interest and/or penalty charges.

IV. Standard of Care

The CONSULTANT is employed to render geotechnical consulting services only, and any payment made to the CONSULTANT is compensation solely for such services as the CONSULTANT may render and recommendations the CONSULTANT may make. The CONSULTANT'S services shall be furnished in accordance with generally accepted geotechnical consulting principles and practices.

V. Documents

All original drawings, spreadsheets and documents, including digital photographs and files developed for the project, shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the DISTRICT, except as otherwise provided in Section VIII: Termination or Abandonment.

The CONSULTANT shall provide final documents on high-density media such as ZIP® disk 100/250 MB or compact disk (CD). Final drawings and details shall be in AutoCAD® 2000 format or more recent. Final Contract Specifications, reports, and spreadsheets shall be in Microsoft® Office 2000 format or more recent. Any other electronic format documents provided to the DISTRICT must be formatted to the same software version or release as that of the DISTRICT.

VI. Performance and Schedule

The CONSULTANT agrees to coordinate project work to ensure its timely completion and shall promptly notify the DISTRICT of any anticipated delays, which may affect the work schedule. In the event the time for completing the scope of work is exceeded due to circumstances beyond the control of the CONSULTANT, the CONSULTANT shall have an additional amount of time to be agreed upon in writing between the parties in which to complete the work.

VII. Change in Scope of Work

Work under this agreement is to be performed on a task order basis and shall be pre-approved by the DISTRICT. Each task order shall specify the services requested, the time for performance and an estimated cost for such services. If the services requested require a change, addition or modification, such change, addition or modification shall require prior approval of

the DISTRICT. In the event that the services requested are outside of the Scope of Services specified in Exhibit 'A', CONSULTANT shall bring it to the attention of the DISTRICT immediately, and no such work shall be done prior to obtaining written approval from the DISTRICT.

If the DISTRICT changes the Scope of Work, or if changes in regulations after execution of this Agreement necessitate changes in the Scope of Work, or if the CONSULTANT is requested to perform services not detailed in the Scope of Work, the parties shall execute an amendment to Exhibit 'A', Scope of Work.

All work performed without proper authorization shall be considered part of this Agreement for no additional compensation.

VIII. Termination or Abandonment

Ten (10) calendar days from the date of a written notice to terminate, the DISTRICT has the right to terminate or abandon all or any portion of a work order. The District is under no obligation to require all the services described under the Scope of Work and shall be able to select only those services needed from time to time, as provided in each work order. In the event that the District abandons or terminates any services requested as provided hereunder, the DISTRICT will have the right to take possession and shall own immediately all original specifications, drawings, and other documents developed for that portion of the work completed and/or being abandoned. The DISTRICT will pay the CONSULTANT for services for any portion of the work being terminated which were rendered prior to termination. If said termination occurs prior to completion of any task of the project for which a payment request has not been received, the fee for service performed during such task shall be based on an amount mutually agreed to by the DISTRICT and the CONSULTANT for the portion of such task completed but not paid prior to said termination. The DISTRICT will not be liable for any costs other than the fees or portions thereof, which are specified herein. If all work is abandoned as herein provided, this Agreement shall automatically terminate on the 10th day from the date of notice.

IX. Indemnification

A. CONSULTANT agrees to the following:

1. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and, at DISTRICT's request, defend DISTRICT and all its officers, volunteers, employees, and representatives from and against suits, actions, or claims brought for, or on account of, injuries or damages sustained by any person or property directly resulting from a negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement.
2. *Indemnification for other Damages.* CONSULTANT indemnifies and holds DISTRICT harmless from and against a claim, action, damages, costs (including reasonable attorney's fees), injuries, or liability, directly resulting from this Agreement, for its negligent performance. Should DISTRICT be named in a suit, or should a claim be brought against it by suit or otherwise,

directly resulting out of this Agreement, for the CONSULTANT's negligent performance, CONSULTANT will defend DISTRICT (at DISTRICT's request and with counsel satisfactory to DISTRICT) and will indemnify DISTRICT for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purpose of this section "DISTRICT" includes DISTRICT's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by this Agreement and any approval of said insurance by DISTRICT, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

X. Insurance Requirements

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability	\$1,000,000
Professional liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 12 10 11 97. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name DISTRICT, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by DISTRICT will be excess thereto. Such insurance will be on an "occurrence" basis, except professional liability shall be on a "claims made" basis, and will not be cancelable or subject to reduction except upon a thirty- (30) day prior written notice to DISTRICT.
- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 10 01, including symbol 1 (Any Auto).

- D. CONSULTANT will furnish to DISTRICT duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance as may be reasonably required by DISTRICT from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Originals of the duly authenticated Certificates of Insurance and Endorsements shall be included with this Agreement as Exhibit D.

XI. Successors and Assigns

This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. Any attempt by the CONSULTANT to assign or otherwise transfer any interest in this Agreement without the prior written consent of the DISTRICT shall be void. Since the primary consideration of the DISTRICT in entering this agreement is the qualifications of the CONSULTANT, as opposed to a low bid, the DISTRICT will refuse to consent to assignments if it considers the assignee to have lesser qualifications. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

DISTRICT:

Otay Water District
2554 Sweetwater Springs Boulevard
Spring Valley, California 91978-2004
Attention: Mark Watton

CONSULTANT:

Firm Name
Address
Attention:

and shall be effective upon date of mailing.

XII. Project Organization

The CONSULTANT proposes to assign [name] as the Project Manager. The Project Manager shall not be removed from the project or reassigned without prior approval of the DISTRICT, which approval shall not be unreasonably withheld. No subcontracting of significant portions of the contracted services shall be made without prior approval of the DISTRICT.

XIII. Integration

This Agreement and the attached Exhibits represent the entire understanding by and between the DISTRICT and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto.

XIV. Execution

OTAY WATER DISTRICT

CONSULTANT

Mark Watton, General Manager

Name, Title

APPROVED AS TO FORM

General Counsel

COPIES: FILE (Orig.), CONSULTANT, PROJECT MANAGER., ACCOUNTS PAYABLE

P:\WORKING\As Needed Svcs Design\Engineering Design\As-Needed Engineering Design Services Agreement-2007.doc

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF REQUIRED SERVICES

The Scope of Services shall be consistent with the following as may be revised by the District to include additions or deletions recommended by the Consultant for specific task orders.

The contract period will be two (2) years commencing upon the date noted in the Agreement with a not to exceed amount of \$175,000. The District does not guarantee any minimum amount of services to be performed for the duration of the contract.

The District will review the contract at the end of the first year and, based on need and performance, may desire to continue the agreement for one (1) additional year. The District reserves the right to request proposals from other firms for any project, including other work which the District may deem outside of the specialty or scope of this contract. The District reserves the right to appoint a different District Project Manager at any time to provide direction and coordination of the professional services to be provided by the Consultant.

CONSULTANT-PROVIDED SERVICES

SCOPE OF REQUIRED SERVICES

The Consultant shall perform the design of new pipelines and their appurtenances, water storage reservoirs, and pump stations, or the modification, improvement or repair of existing District facilities.

Task orders under this contract may not require the full level of work outlined herein, or may require additional work. Further, the number of projects to be evaluated over the term of the agreement is not known in certainty; therefore, work may or may not be available for the Consultant.

The scope of services listed below is intended to describe the typical services that may be requested of the Consultant. The services listed are not all-inclusive, but rather represent those normally expected during the performance of the contract. Specifically, the Consultant shall have experience and ability to perform the following engineering services:

- 1) Determine and meet the permit requirements of all the public agencies and private utilities throughout the duration of the project. The Consultant shall prepare required applications and all supporting documentation necessary for permits and utility services for project implementation.

- 2) Provide all professional surveying services required during the planning, design, and construction phases of the project. This includes support for the preparation of the PDR, final contract documents, and handling of survey issues during the construction phase that are not part of the contractor's work.
- 3) The District will provide geotechnical reports. The Consultant shall incorporate any and all geotechnical requirements into the planning and pre-design of the project in conformance with the industry standard of care.
- 4) Retain the services of a qualified land surveyor firm to:
 - Provide all professional surveying services required during the planning, design, and construction phases of the Project. This includes support for the preparation of the PDR, final Contract Documents, and handling of survey issues during the construction phase that are not a part of the Contractor's work. The Contractor will be responsible for construction staking of the Project.
 - Provide an aerial survey correlated with the State Plane Coordinate System to obtain a one-foot contour interval topographic and orthographic images at least 100 feet beyond the Project limits as defined by the environmental documents including horizontal and vertical control and benchmark delineation consistent with established control and existing District facilities.
 - Establish horizontal and vertical controls for this Project in consultation with the District Project Manager. These shall be used to determine location, elevation, etc. of existing and proposed public and private facilities that the Project will be connected with and/or located near. These controls shall also be used to develop the Contract Documents.
 - Make certain that all permanent facilities and construction activities are to be located either within District fee title property, District easements, and/or within public right-of-way as appropriate. If not, identify properties where easements may be required and provide legal descriptions to assist in obtaining easements. This information shall be clearly shown on the PDR.
- 5) Perform all required investigations to determine the location, elevation, inclination, diameter, and alignment of all existing facilities in and adjacent to the project site for preparation of a complete and accurate set of project contract documents. Existing utilities shall include, but are not limited to, water, sewer, storm drain, gas, electric, telephone, cable, and fiber optic cables. The Consultant shall coordinate the potholing of existing utilities at all points of connection and existing systems near, over, under, along, adjacent, etc. of the new proposed work that may or may not conflict with the construction of any or all portions of the project. The Consultant shall coordinate all potholing efforts with the District Project Manager and other appropriate utilities or agencies and obtain all required permits.
- 6) The District will provide environmental services and documentation for the project and all other environmental related services as necessary to support the work at hand.
- 7) Prepare Preliminary Design Reports for District Project Manager review, comments, and approval.

- 8) Prepare plan and profile or details showing all finished grades, traffic control, corrosion control, erosion control, and other drawings as necessary. The drawings and specifications shall incorporate any and all recommendations contained in all the environmental, geotechnical, Storm Water Pollution Prevention Plan requirements and documents.
- 9) Prepare and submit a set of project contract documents consisting of drawings and specifications in accordance with the WAS specifications and guidelines. Project specifications shall be prepared in Construction Specifications Institute (CSI) format. Incorporate within the project specifications the provided District contract document procedural documents consisting of bidding requirements, contract forms, and conditions of contract, which are in CSI format.
- 10) Assist the District Project Manager during the bidding period to resolve technical discrepancies and/or interpretations of the contract documents. The Consultant shall draft any and all contract document addenda for District review and approval to amend and/or clarify the contract documents. Attend and participate in the pre-construction conference. Answer questions and resolve discrepancies related to technical interpretation of the contract documents, commonly referred to as a Request for Information (RFI). Review the contractor's shop drawing and other submittals for design intent and general compliance with the contract documents. Prepare the necessary drawings, sketches, and specifications required to make changes to the design, as approved by District staff, due to changed conditions encountered during construction or as a result of a RFI or clarification from the contractor and/or material suppliers, to resolve design discrepancies or omissions, etc. The District will not pay consultation fees related to the correction of design errors or omissions.

DELIVERABLES

1. All electronic digital drawings/design files shall be delivered in AutoCAD 2000 format or more recent.
2. All electronic text document deliverables shall be in the Microsoft Office platform (Word, Excel, PowerPoint, Project, etc.) version 2000 or more recent.
3. All Geographical Information System (GIS) files shall be delivered in ArcView Shapefile format (.shp).
4. All horizontal data (X,Y coordinates) shall be delivered using the California Coordinate System (NAD 83, Zone VI, feet). All vertical data (Z coordinates) shall be delivered using the North American Vertical Datum of 1988 (NAVD 88).
5. Specifications shall be in Construction Specification Institute (CSI) format and in conformance with District's Standard Specifications.

DISTRICT PROVIDED SERVICES

The District will:

1. Provide existing reports, record drawings, and other related materials to the Consultant that are in the District's possession. All such materials will be provided in the format available (digital or non-digital).
2. Pay all required fees to agencies as required, excluding fees for right-of-way encroachment permits or the cost of traffic control required for subsurface explorations which shall be paid for by Consultant.
3. Coordinate with the Consultant's Project Manager during all phases of the work for each project.

EXHIBIT B
Sample Invoice Format (Summary)

Firm Name
Address

INVOICE SUBMITTED TO:

Accounts Payable
Otay Water District
2554 Sweetwater Springs Boulevard
Spring Valley, CA 91978-2004

DATE OF INVOICE:

INVOICE NO.

JOB DESCRIPTION:

PROJECT NAME: As-Needed Engineering Design
Services Contract

Otay Project Manager: Hossein Juybari
Capital Improvement Project No: Pxxxx-00xxxx

AUTHORIZATION:

Purchase Order Number:
Work Order Number:
Consultant Project Number:

DESCRIPTION OF SERVICES RELATED TO INVOICE: 7/1/07 to 8/1/07

Perform geotechnical investigation and attend meetings.

AUTHORIZED AND INVOICED FEE:

Original Fee Amount Authorized	\$40,000.00
Change Order No. 1 Amount Authorized	\$ 250.00
Change Order No. 2 Amount Authorized	<u>\$ 1,350.00</u>
Total Fee Amount Authorized	\$41,600.00

Amount of This Invoice	\$ 5,433.00
Amount Previously Invoiced	<u>\$32,456.00</u>
Total Amount Invoiced to Date	\$37,889.00
Amount Previously Paid	\$32,456.00
Authorized Fee Amount Remaining	\$ 3,711.00
Percent Complete	91%

CONTRACTED DATE OF PROJECT COMPLETION: November 7, 2007

Invoice has been reviewed and found correct.

[Name], Project Manager

EXHIBIT C

Sample Invoice Format (task detail)

Otay Water District

As-Needed Engineering Design Services

MM/DD/YY

WO XXXX / CIP PXXXX-00XXXX

DESCRIPTION	THIS INVOICE			INVOICED TO DATE	CONTRACT AMOUNT	TOTAL %	
	HRS/ \$'s	RATE	AMOUNT			BILLED	COMPLETE
PROJECT TOTAL			\$5,763.35	\$20,884.30	\$46,500.00	45%	37%
TASK 1 – Project Management and Administration			\$3,955.25	\$15,420.90	\$20,600.00	75%	88%
Sub-Task 1.1	Data Acquisition		\$951.00	\$2,944.00	\$3,000.00	98%	100%
Project Manager	Smith	16.0 hr	41.00 \$/hr				
Drafter	Williams	5.0 hr	35.00 \$/hr				
Secretary	Allred	6.0 hr	20.00 \$/hr				
Sub-Task 1.2	Report Preparation		\$931.50	\$8,865.00	\$13,000.00	68%	75%
Principle	James	2.5 hr	95.00 \$/hr				
Project Manager	Smith	4.0 hr	41.00 \$/hr				
Drafter	Williams	14.0 hr	35.00 \$/hr				
Secretary	Allred	2.0 hr	20.00 \$/hr				
Direct Expenses			\$1,884.50	\$2,431.00	\$3,000.00	81%	81%
Reproduction		\$17.50	10%				
Subconsultant #1	B&K	\$610.00	5%				
Subconsultant #2	CEW	\$1000.00	5%				
TASK 2 – Review Existing Documentation & Related Proj. Info.			\$1,808.10	\$5,463.40	\$15,700.00	35%	22%
Sub-Task 2.1			\$951.00	\$2,944.00	\$12,000.00	25%	22%
Project Manager	Smith	16.0 hr	41.00 \$/hr				
Drafter	Williams	5.0 hr	35.00 \$/hr				
Secretary	Allred	6.0 hr	20.00 \$/hr				
Direct Expenses			\$762.00	\$2,225.00	\$2,500.00	89%	89%
Reproduction		\$120.00	10%				
Subconsultant #2	CEW	\$600.00	5%				

Note: 1) Consultant to edit, update, and add lines as necessary.

2) Rates shown above are to remain in effect throughout the life of the contract

EXHIBIT D

(Consultant's Insurance Certificate)

**ATTACHMENT C
PROPOSAL RANKING
AS-NEEDED ENGINEERING DESIGN SERVICES**

		WRITTEN								TOTAL SCORE	AVERAGE SCORE	REFERENCES
Reviewer:		15	15	10	10	20	15	10	5			
		Qualifications, experience of Consultant's assigned personnel	Experience relevant to type of project being considered	Proposed method to accomplish work	Knowledge of jurisdictional agencies, local area environmental concerns, and regulatory requirements	Proposed Fee	Completeness, addressed requested information	Ability to complete projects on schedule	Consultant's commitment to EBE, DBE, MBE, SBE			
	Reviewer:	15	15	10	10	20	15	10	5	100		✓
Boyle Engineering Corporation	Ron Ripperger	12	12	8	8		11	9		81	87	
	Hossein Juybari	14	14	9	9		14	9		90		
	Richard Acuna	13	12	8	8		12	9		83		
	Daniel Kay	15	15	9	9		14	10		93		
	Lisa Coburn-Boyd	14	15	9	10		14	5		88		
Carollo Engineers	Ron Ripperger	13	12	8	7		11	8		76	75.4	
	Hossein Juybari	12	13	7	6		12	8		75		
	Richard Acuna	13	11	7	8		12	7		75		
	Daniel Kay	13	13	8	6		13	8		78		
	Lisa Coburn-Boyd	13	13	10	3		12	5		73		
David Evans and Associates, Inc.	Ron Ripperger	11	12	8	7		10	8		72	64	
	Hossein Juybari	12	10	5	4		12	6		65		
	Richard Acuna	12	12	8	8		10	7		73		
	Daniel Kay	13	10	4	2		10	5		60		
	Lisa Coburn-Boyd	8	7	4	4		6	5		50		
DBE Psomas	Ron Ripperger	11	11	7	7		10	8		71	79.4	
	Hossein Juybari	12	13	7	8		13	9		79		
	Richard Acuna	11	13	9	7		12	8		77		
	Daniel Kay	14	14	9	8		15	10		87		
	Lisa Coburn-Boyd	14	14	10	10		13	5		83		
Dudek	Ron Ripperger	12	11	7	7		10	8		73	81	
	Hossein Juybari	14	13	8	8		13	9		83		
	Richard Acuna	13	13	8	8		13	9		82		
	Daniel Kay	14	12	8	7		15	9		83		
	Lisa Coburn-Boyd	14	15	9	8		15	5		84		
Harris & Associates	Ron Ripperger	11	11	7	7		11	8		73	80	
	Hossein Juybari	14	14	9	9		14	9		87		
	Richard Acuna	12	13	8	8		13	8		80		
	Daniel Kay	14	14	9	8		15	9		87		
	Lisa Coburn-Boyd	14	13	7	3		13	5		73		
HDR	Ron Ripperger	11	10	7	7		10	8		71	79.2	
	Hossein Juybari	14	14	8	9		12	9		84		
	Richard Acuna	13	14	8	7		12	8		80		
	Daniel Kay	14	15	7	9		12	9		84		
	Lisa Coburn-Boyd	15	14	9	3		13	5		77		
Infrastructure Engineering Corporation	Ron Ripperger	11	11	7	8		10	8		76	85.6	
	Hossein Juybari	13	15	8	9		13	9		88		
	Richard Acuna	12	14	9	8		14	8		86		
	Daniel Kay	13	15	8	10		12	10		89		
	Lisa Coburn-Boyd	15	15	10	9		14	5		89		
Kennedy/Jenks Consultants	Ron Ripperger	11	11	7	7		10	8		74	83	
	Hossein Juybari	14	14	9	9		14	9		89		
	Richard Acuna	12	12	7	7		12	7		77		
	Daniel Kay	14	14	9	8		14	9		88		
	Lisa Coburn-Boyd	15	15	9	9		14	5		87		
Lee & Ro, Inc.	Ron Ripperger	13	13	9	9		11	9		85	89.8	✓
	Hossein Juybari	15	15	10	10		15	10		96		
	Richard Acuna	13	13	8	8		12	9		84		
	Daniel Kay	15	15	9	9		15	9		93		
	Lisa Coburn-Boyd	15	15	10	10		15	5		91		
RBF Consulting	Ron Ripperger	11	12	8	8		9	9		78	85.6	
	Hossein Juybari	15	15	9	10		15	9		94		
	Richard Acuna	14	12	8	7		12	8		82		
	Daniel Kay	14	14	9	9		13	9		89		
	Lisa Coburn-Boyd	15	14	8	8		14	5		85		
Winzler & Kelly	Ron Ripperger	10	10	8	9		10	8		72	80.2	
	Hossein Juybari	14	14	8	9		14	9		85		
	Richard Acuna	12	12	8	7		12	8		76		
	Daniel Kay	14	15	6	10		13	8		85		
	Lisa Coburn-Boyd	14	14	10	9		14	5		83		



AGENDA ITEM 8

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Daniel Kay <i>AK for DK</i> Associate Civil Engineer Hossein Juybari <i>AK for HJ</i> Senior Civil Engineer	PROJECT/ SUBPROJECT	P2172/ DIV. 5 001101 NO.
APPROVED BY: (Chief)	Rod Posada <i>R Posada</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>M Magaña</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Award of a Professional Structural Engineering and Architectural Services Contract for the 1485-1 Pump Station Replacement		

GENERAL MANAGER'S RECOMMENDATION:

That the Board awards a professional structural engineering and architectural services contract to Simon Wong Engineering (SWE), for the 1485-1 Pump Station and to authorize the General Manager to execute an agreement with SWE in the amount of \$54,765. (See Exhibit A for project location.)

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization to award a professional structural engineering services contract to SWE for the 1485-1 Pump Station.

ANALYSIS:

The 1485-1 Pump Station currently takes suction from the 1296 Reservoirs and pumps to the 1485 Pressure Zone and the 1485 Reservoirs. The existing 1485-1 Pump Station is showing significant signs of corrosion and age and is in need of replacement.

The new 1485-1 Pump Station shall be constructed to the south of the existing pumps and equipment. The site will be graded to improve the existing drainage and provide a location for the new

pump station. The station will be an enclosed pump station to protect the pumps and equipment from rain and direct sunlight and reduce permanent noise impacts to the community. The existing pump station will remain in service as long as possible during construction. There will be a short period of time during construction when a portable pump will be required during the tie-in of the new pump station.

As part of the design phase, staff will require the services of a structural engineering firm to prepare structural calculations, structural drawings and specifications for the 1485-1 Pump Station. These services include architectural design, noise abatement, community approval, structural design, seismic design, and design of a bridge crane to remove and/or maintenance the new pumps.

On November 2, 2006, the District issued a formal Request for Proposal (RFP) to six (6) consulting firms for professional structural engineering services. On November 30, 2006, four (4) proposals were received from the following firms:

- Nolte Associates
- Stedman & Dyson Structural Engineers
- Simon Wong Engineering
- SMR-ISD Consulting Structural Engineers INC.

Two (2) firms (Beyaz & Patel, O'Connor C.M. INC.) chose not to submit a proposal.

In accordance with the District's Policy 21, staff evaluated and scored all written proposals. SWE received the high-test score for their services, based on their experience, proposed method to accomplish the work, and their ability to complete projects on schedule. SWE was the most qualified consultant with the best overall proposal. A summary of the complete evaluation is shown in Exhibit B attached.

The District has worked with SWE before on the 15 million gallon pre-stressed concrete 980-3 Reservoir. SWE's engineering staff worked well with the District's staff and delivered an accurate and complete design on time to the District.

Fee negotiations with SWE were concluded on January 22, 2007. Staff recommends the award of a professional services contract to SWE for a not-to-exceed amount of \$54,765.

FISCAL IMPACT:

The total budget for CIP P2172 is \$1,997,000. Total commitments to date are \$419,208, including SWE's contract of \$54,765. See Attachment B for budget detail.

The Project Manager anticipates that based on the attached financial analysis that the budget will be sufficient to support this project. Finance has determined that 50% of the funding will be available from the Betterment Fund and 50% of the funding from the Replacement Fund.

STRATEGIC GOAL:

This project supports the District's Mission statement, "To provide safe, reliable water, recycled water and wastewater services to our community in an innovative, cost efficient water wise and environmentally responsible manner", as well as the General Manager's vision, "...prepared for the future..." by guaranteeing that the District will always be able to meet future water supply obligations and plan, design and construct new facilities.

LEGAL IMPACT:

None.



General Manager

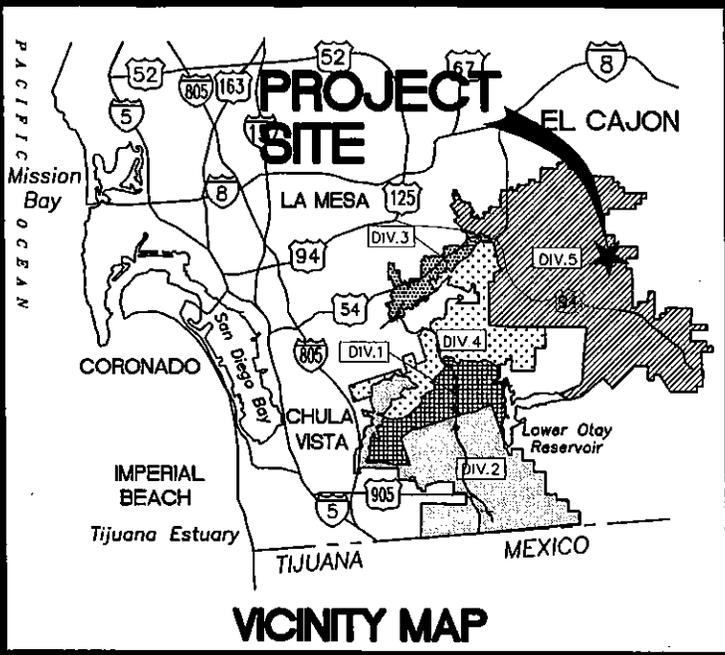
DK/HJ/RP

Exhibit

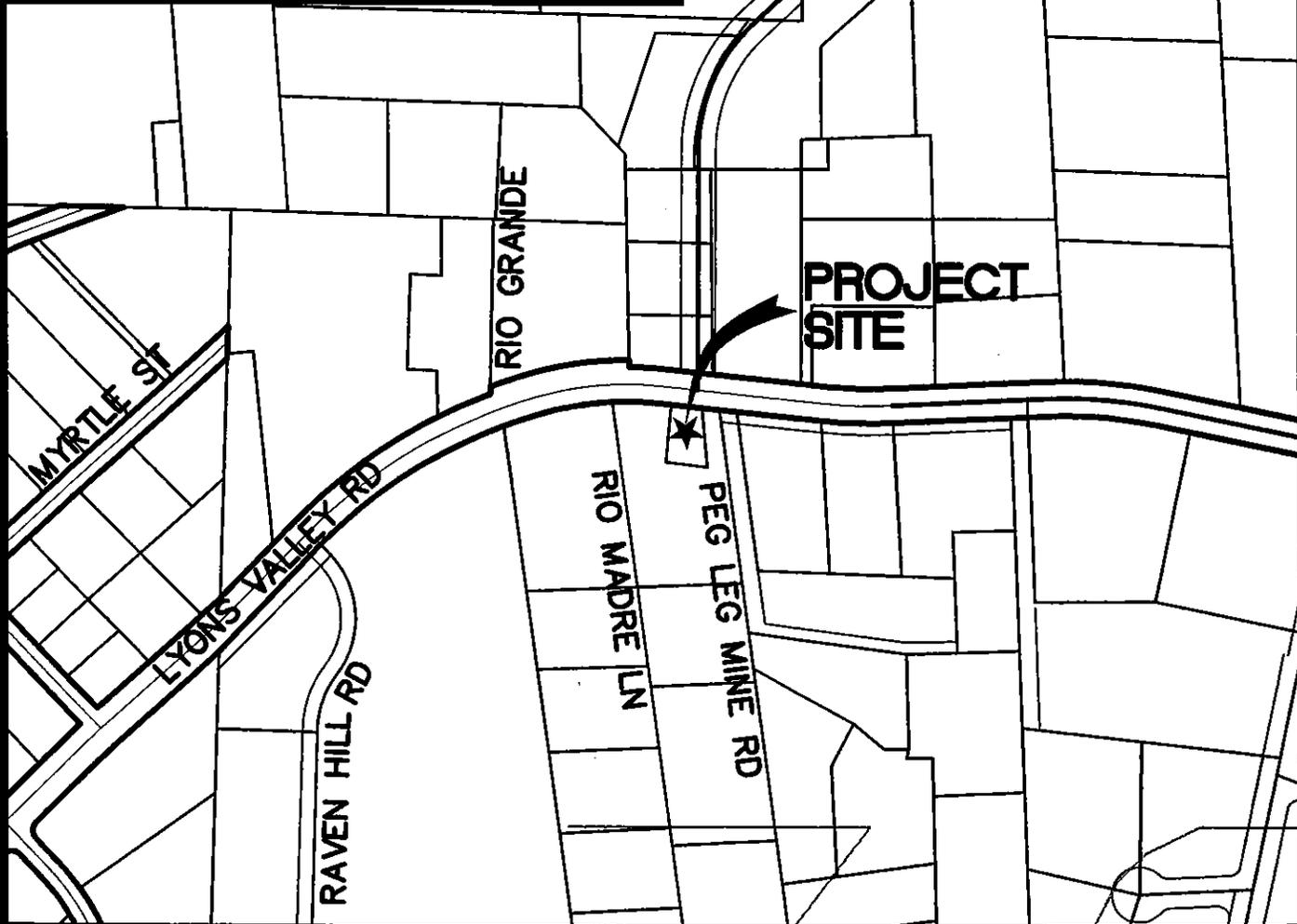
Attachments

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SCALE: 1" = 300'



OTAY WATER DISTRICT
 1485-1 PUMP STATION REPLACEMENT

CIP# P2172

LOCATION MAP

WO 30138

EXHIBIT A

EXHIBIT B
SUMMARY OF PROPOSAL RANKINGS BY PANEL MEMBERS
1485-1 PUMP STATION REPLACEMENT, PROFESSIONAL STRUCTURAL AND ARCHITECTURAL SERVICES
Project / Subproject Nos.: [P2172-00101]

		← WRITTEN →								TOTAL SCORE	AVERAGE SCORE	References
		Qualifications, experience of Consultant's assigned personnel	Experience relevant to type of project being considered	Proposed method to accomplish work	Knowledge of jurisdictional agencies, local area environmental concerns, and regulatory requirements	Proposed Fee	Completeness, addressed requested information	Ability to complete projects on schedule	Consultant's commitment to EBE, DBE, MBE, SBE			
SCORE		15	15	10	10	20	15	10	5	100		✓
Nolte	Hossein Juybari	13	13	10	9	9	13	10	5	82	79.4	
	Lisa Coburn-Boyd	14	14	9	5	9	13	10	5	79		
	Jake Valencia	14	14	8	9	9	12	9	5	80		
	Richard Shackley	13	13	9	7	9	12	9	5	77		
	Daniel Kay	14	15	7	9	9	11	9	5	79		
SDSE	Hossein Juybari	9	9	6	6	11	11	8	5	65	72.6	
	Lisa Coburn-Boyd	11	10	7	2	11	11	10	5	67		
	Jake Valencia	14	13	8	9	11	13	9	5	82		
	Richard Shackley	11	12	8	6	11	11	7	5	71		
	Daniel Kay	12	13	8	7	11	14	8	5	78		
Simon Wong	Hossein Juybari	13	14	10	10	15	13	10	5	90	89	✓
	Lisa Coburn-Boyd	15	15	6	8	15	13	10	5	87		
	Jake Valencia	14	14	9	9	15	13	9	5	88		
	Richard Shackley	15	15	9	8	15	14	9	5	90		
	Daniel Kay	14	14	9	9	15	14	10	5	90		
SMR-ISD	Hossein Juybari	10	10	7	7	17	12	9	5	77	84.6	
	Lisa Coburn-Boyd	12	13	7	5	17	12	10	5	81		
	Jake Valencia	14	13	8	9	17	12	9	5	87		
	Richard Shackley	14	15	9	8	17	14	8	5	90		
	Daniel Kay	13	13	8	9	17	13	10	5	88		



ATTACHMENT A

SUBJECT/PROJECT:	Award of Professional Structural Engineering Services Contract in the Amount of \$54,765 for the 1485-1 Pump Station
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COMMITTEE ACTION:

The Engineering and Operations Committee met on February 21, 2007, and supported staff's recommendation.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for board approval. This report will be sent to the Board as a committee approved item, or modified to reflect any discussion or changes as directed from the committee prior to presentation to the full board.



ATTACHMENT B

SUBJECT/PROJECT:	Award of Professional Structural Engineering Services Contract in the Amount of \$54,765 for the 1485-1 Pump Station - Budget Detail
-------------------------	--

Otay Water District Date Updated: Feb. 01, 2007
P2172 - PS - 1485-1 Pump Station Improvements

Budget \$1,997,000	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor / Comments
Planning					
In House/Labor	76,046	76,046		76,046	
Books, Periodicals & Subscription	276	276	-	276	University of California
Consultant Contracts	3,813	3,813	-	3,813	Cass Construction Inc.
	16,334	16,334	-	16,334	Daniel Boyle Engineering, Inc
	5,936	5,936	-	5,936	DV Associates, Inc.
	500	500	-	500	Chicago Title Company
	9,500	6,000	3,500	9,500	Randall H. Blassi, ASA
	41,255		41,255	41,255	PBS&J
Advertise & Awards	226	226	-	226	San Diego Daily Transcript
	353	353	-	353	Union Tribune Publishing Co.
Mileage	10	10	-	10	Petty Cash Custodian
Professional & Legal Fees	61	61	-	61	Garcia, Calderon & Ruiz
Land/Easement Acquisition			-	-	
Total Planning	\$ 154,309	\$ 109,555	\$ 44,755	\$ 154,310	
Design					
In House/Labor	122,000	78,087	43,913	122,000	
Consultant Contracts	9,684	7,810	1,874	9,684	Geotechnics Inc.
	12,330		12,330	12,330	HVAC Engineering Inc.
	24,120		24,120	24,120	Engineering Partners Inc.
	54,765		54,765	54,765	Simon Wong Engineering
Advertise and Award	2,000	73	1,928	2,000	San Diego Daily Transcript
Regulatory Agency Fee			-	-	
In House/Labor			-	-	
Materials			-	-	
Service Contracts			-	-	
			-	-	
			-	-	
Total Design	\$ 224,899	\$ 85,970	\$ 138,929	\$ 224,899	
Construction					
In House/Labor	20,000	499	19,501	20,000	
Materials			-	-	
Temporary Labor			-	-	
Shipping			-	-	
Consultant Contracts			-	-	
Construction Contracts			1,443,000	1,443,000	
Service Contracts			134,791	134,791	Construction Management
Professional & Legal Fees			-	-	
OWD to Pay CWA for FCF 14			-	-	
Accpt/close-out	20,000		20,000	20,000	
Total Construction	\$ 40,000	\$ 499	\$ 1,617,292	\$ 1,617,791	
Grand Total	\$ 419,208	\$ 196,024	\$ 1,800,976	\$ 1,997,000	



AGENDA ITEM 9

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007		
SUBMITTED BY:	Hossein Juybari <i>m for HS</i> Senior Civil Engineer	PROJECT/ SUBPROJECT	N/A	DIV. NO.	ALL
APPROVED BY: (Chief)	Rod Posada <i>R. Posada</i> Chief, Engineering				
APPROVED BY: (Asst. GM):	Manny Magaña <i>m magaña</i> Assistant General Manager, Engineering and Operations				
SUBJECT:	Award of As-Needed Electrical Services Contract, Fiscal Years 06-07 and 07-08				

GENERAL MANAGER'S RECOMMENDATION:

That the Board authorize the General Manager to enter into an Agreement for Professional Services for As-Needed Electrical Services with The Engineering Partners, Inc. (Engineering Partners) for an amount not to exceed \$100,000 during Fiscal Years 06-07 and 07-08.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the award of a professional services contract to obtain electrical services on an as-needed basis in support of the District's Capital Improvement Program (CIP). The contract amount is not to exceed \$100,000 for a two-year period commencing upon Board approval (see Attachment B).

ANALYSIS:

The District will require the professional services of an electrical consultant to perform studies in support of the District's CIP projects for a period of two years. The As-Needed Electrical Services contract will provide the District with the ability to obtain consulting services in a timely and efficient manner and on an as-needed basis.

The District will require the expertise of an electrical consultant to design electrical systems for a variety of CIP projects. The costs for these electrical designs typically

range between \$8,000 and \$25,000, depending on the scope of the project. The District incurs expenses in requesting, reviewing and ranking proposals; checking references; and preparing staff reports for Committee and Board approval. The electrical design services, individually, are small enough that preparation of formal proposals by consultants becomes expensive and these costs are passed on to the District. For these reasons, the District began using similar contracts for as-needed environmental consulting services in Fiscal Year 05-06 and as-needed geotechnical services in Fiscal Year 06-07.

The District will issue task orders to the Consultant for specific projects during the contract period. The Consultant will then prepare a detailed scope of work, schedule, and cost estimate for each task order assigned under the contract. Upon written task order authorization from the District, the Consultant shall then proceed with the project as described in the scope of work.

The CIP projects that are estimated to require electrical services for Fiscal Years 06-07 and 07-08, at this time, are listed below:

CIP	DESCRIPTION	ESTIMATED COST
P2143	1296-3 Reservoir, 2.0 MG	\$14,000
P2191	850-4 Reservoir, 2.2 MG	\$12,000
S2015	Calavo Sewer Lift Station	\$12,500
R2034	860-1 Recycled Water Reservoir, 4.0 MG	\$17,000
TOTAL:		\$55,500

The electrical scopes for the above projects are estimated from preliminary information and past projects. Future CIP projects may require the need for electrical engineering services during Fiscal Years 06-07 and 07-08. Therefore, staff believes that a \$100,000 cap on the As-Needed Electrical Services contract is adequate.

The As-Needed Electrical Services contract would have a one-year base period commencing upon Board approval, and a one-year extension based on the District's CIP schedule and the consultant's successful performance. The contract is not to exceed \$100,000 for all task orders. Fees for professional

services will be charged to the CIP Projects for which the electrical designs are performed.

This As-Needed Electrical Services contract does not commit the District to any expenditure until a task order is approved to perform work on a CIP Project. The District does not guarantee work to the consultant, nor does the District guarantee to the consultant that it will expend all of the funds authorized by the contract on professional services.

On October 10, 2006, the District issued a formal Request for Proposal (RFP) for professional as-needed electrical services. On November 1, 2006 seven (7) proposals were received from the following firms:

- BSE Engineering, Inc
- Kanrad Engineering, Inc
- Tetra Tech, Inc
- DL Engineering & Controls, Inc
- Engineering Partners, Inc
- ERJ Engineering Consultants
- Dahl, Taylor, & Associates

Two (2) firms (ILA Zammit and P2S Engineering) chose not to submit a proposal.

In accordance with the District's Policy 21, staff evaluated and scored all written proposals. Engineering Partners received the highest score for their services based on their experience, proposed method to accomplish the work, and their ability to complete projects on schedule. A summary of the complete evaluation is shown in Attachment C.

The District has worked with Engineering Partners before on both the 803-4 Reservoir and the 1485-2 Reservoir. Their engineering staff worked well with the District's staff and delivered an accurate and complete design on time.

Staff recommends award of the As-Needed Electrical Services contract to Engineering Partners for a two-year period commencing upon Board approval for an amount not-to-exceed \$100,000.

FISCAL IMPACT: 

The funds for this contract will be expended from the CIP projects noted previously. The fees for professional services requested herein are available in the authorized CIP project budgets. This contract is for professional services based on the District's need and schedule, and expenditures will not be made until a task order is approved by the District for the consultant's professional services on a specific CIP project.

STRATEGIC GOAL:

This project supports the District's strategic goal to meet current and future potable water demands and the strategy to become a recycled water leader.

LEGAL IMPACT: _____

Consulting services would be subject to the terms of the District's standard agreement for Professional Services (Attachment B).



General Manager

Attachments

HJ/RR/RP

P:\WORKING\As Needed Svcs Design\Electrical\BD 03-07-07, As-Needed Electrical Services.doc



ATTACHMENT A

SUBJECT/PROJECT:	Award of As-Needed Electrical Services Contract, FY 06-07 and 07-08
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COMMITTEE ACTION: _____

Engineering and Operations Committee met to consider this item on February 21, 2007. The Committee supported Staff's recommendation.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for Board approval. This report will be sent to the Board as a Committee approved item, or modified to reflect any discussion or changes as directed from the Committee prior to presentation to the full Board.



ATTACHMENT B

SUBJECT/PROJECT:	Award of As-Needed Electrical Services Contract, FY 06-07 and 07-08
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AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
OTAY WATER DISTRICT
AND
THE ENGINEERING PARTNERS, INC.
FOR
AS-NEEDED ELECTRICAL ENGINEERING SERVICES

This Agreement (Agreement) is made and entered into this _____ day of _____ by and between the OTAY WATER DISTRICT, a municipal water district, formed and existing pursuant to California Municipal Water District Act of 1911, as amended, hereinafter referred to as "DISTRICT," and THE ENGINEERING PARTNERS, INC., hereinafter referred to as "CONSULTANT."

W I T N E S S E T H

WHEREAS, the DISTRICT requires the services of an electrical engineering consultant to render certain technical and professional services described below; and

WHEREAS, the CONSULTANT has available, and offers to provide, personnel and facilities necessary to accomplish the work within the required time.

NOW, THEREFORE, DISTRICT AND CONSULTANT agree as follows:

I. Scope of Electrical Engineering Services

The CONSULTANT agrees to perform those services described in the scope of work set forth in Exhibit 'A' attached hereto and incorporated herein by this reference. The scope of consulting services shall include meetings with District staff and review of previous technical documentation.

II. Authorization

General authorization to proceed with the work described in Exhibit 'A' is hereby granted upon full execution of the Agreement. However, CONSULTANT shall not proceed with any work described in Exhibit 'A' until the receipt of a request for specific services or "task order" from the District's Designated Agent. Upon receipt of such a request for specific services, CONSULTANT shall provide the the District's Designated Agent with an estimated budget for the requested services and an estimated time for completion. The District's Designated Agent shall then provide the CONSULTANT with authorization to proceed. No work shall be commenced until the CONSULTANT receives the authorization to proceed.

III. Compensation

In return for providing the services described in Exhibit 'A', which are to be performed by the CONSULTANT, the DISTRICT agrees to pay, and the CONSULTANT agrees to accept, compensation for all executed service requests up to an amount not-to-exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), payable as agreed to by the parties per service request. Total compensation for all Professional Services provided under this agreement shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) during the term of this agreement without prior written authorization from the DISTRICT.

The CONSULTANT shall invoice the DISTRICT on a monthly schedule in the format shown in Exhibits 'B' and 'C'. The CONSULTANT shall not invoice the DISTRICT for work that has not been completed at the time the invoice is prepared. The DISTRICT shall have forty-five (45) days from the date of receipt of error-free invoices prepared in accordance with Exhibits 'B' and 'C' to make payment without incurring interest and/or penalty charges.

IV. Standard of Care

The CONSULTANT is employed to render electrical engineering consulting services only, and any payment made to the CONSULTANT is compensation solely for such services as the CONSULTANT may render and recommendations the CONSULTANT may make. The CONSULTANT'S services shall be furnished in accordance with generally accepted electrical engineering consulting principles and practices.

V. Documents

All original drawings, spreadsheets and documents, including digital photographs and files developed for the project, shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the DISTRICT, except as otherwise provided in Section VIII: Termination or Abandonment.

The CONSULTANT shall provide final documents on high-density media such as ZIP® disk 100/250 MB or compact disk (CD). Final drawings and details shall be in AutoCAD® 2000 format or more recent. Final Contract Specifications, reports, and spreadsheets shall be in Microsoft® Office 2000 format or more recent. Any other electronic format documents provided to the DISTRICT must be formatted to the same software version or release as that of the DISTRICT.

VI. Performance and Schedule

The CONSULTANT agrees to coordinate project work to ensure its timely completion and shall promptly notify the DISTRICT of any anticipated delays, which may affect the work schedule. In the event the time for completing the scope of work is exceeded due to circumstances beyond the control of the CONSULTANT, the CONSULTANT shall have an additional amount of time to be agreed upon in writing between the parties in which to complete the work.

VII. Change in Scope of Work

Work under this agreement is to be performed on a task order basis and shall be pre-approved by the DISTRICT. Each task order shall specify the services requested, the time for

performance and an estimated cost for such services. If the services requested require a change, addition or modification, such change, addition or modification shall require prior approval of the DISTRICT. In the event that the services requested are outside of the Scope of Services specified in Exhibit 'A', CONSULTANT shall bring it to the attention of the DISTRICT immediately, and no such work shall be done prior to obtaining written approval from the DISTRICT.

If the DISTRICT changes the Scope of Work, or if changes in regulations after execution of this Agreement necessitate changes in the Scope of Work, or if the CONSULTANT is requested to perform services not detailed in the Scope of Work, the parties shall execute an amendment to Exhibit 'A', Scope of Work.

All work performed without proper authorization shall be considered part of this Agreement for no additional compensation.

VIII. Termination or Abandonment

Ten (10) calendar days from the date of a written notice to terminate, the DISTRICT has the right to terminate or abandon all or any portion of a work order. The District is under no obligation to require all the services described under the Scope of Work and shall be able to select only those services needed from time to time, as provided in each work order. In the event that the District abandons or terminates any services requested as provided hereunder, the DISTRICT will have the right to take possession and shall own immediately all original specifications, drawings, and other documents developed for that portion of the work completed and/or being abandoned. The DISTRICT will pay the CONSULTANT for services for any portion of the work being terminated which were rendered prior to termination. If said termination occurs prior to completion of any task of the project for which a payment request has not been received, the fee for service performed during such task shall be based on an amount mutually agreed to by the DISTRICT and the CONSULTANT for the portion of such task completed but not paid prior to said termination. The DISTRICT will not be liable for any costs other than the fees or portions thereof, which are specified herein. If all work is abandoned as herein provided, this Agreement shall automatically terminate on the 10th day from the date of notice.

IX. Indemnification

A. CONSULTANT agrees to the following:

1. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and, at DISTRICT's request, defend DISTRICT and all its officers, volunteers, employees, and representatives from and against suits, actions, or claims brought for, or on account of, injuries or damages sustained by any person or property directly resulting from a negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement.
2. *Indemnification for other Damages.* CONSULTANT indemnifies and holds DISTRICT harmless from and against a claim, action, damages, costs (including reasonable attorney's fees), injuries, or liability, directly resulting

from this Agreement, for its negligent performance. Should DISTRICT be named in a suit, or should a claim be brought against it by suit or otherwise, directly resulting out of this Agreement, for the CONSULTANT's negligent performance, CONSULTANT will defend DISTRICT (at DISTRICT's request and with counsel satisfactory to DISTRICT) and will indemnify DISTRICT for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purpose of this section "DISTRICT" includes DISTRICT's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by this Agreement and any approval of said insurance by DISTRICT, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

X. Insurance Requirements

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability	\$1,000,000
Professional liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 12 10 11 97. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name DISTRICT, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by DISTRICT will be excess thereto. Such insurance will be on an "occurrence" basis, except professional liability shall be on a "claims made" basis, and will not be cancelable or subject to reduction except upon a thirty- (30) day prior written notice to DISTRICT.

- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 10 01, including symbol 1 (Any Auto).
- D. CONSULTANT will furnish to DISTRICT duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance as may be reasonably required by DISTRICT from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Originals of the duly authenticated Certificates of Insurance and Endorsements shall be included with this Agreement as Exhibit D.

XI. Successors and Assigns

This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. Any attempt by the CONSULTANT to assign or otherwise transfer any interest in this Agreement without the prior written consent of the DISTRICT shall be void. Since the primary consideration of the DISTRICT in entering this agreement is the qualifications of the CONSULTANT, as opposed to a low bid, the DISTRICT will refuse to consent to assignments if it considers the assignee to have lesser qualifications. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

DISTRICT:

Otay Water District
 2554 Sweetwater Springs Boulevard
 Spring Valley, California 91978-2004
 Attention: Mark Watton

CONSULTANT:

The Engineering Partners, Inc.
 7670 Opportunity Road, Suite 165
 San Diego, CA 92111
 Attention: Matt Long

and shall be effective upon date of mailing.

XII. Project Organization

The CONSULTANT proposes to assign Bobby Eugenio as the Project Manager. The Project Manager shall not be removed from the project or reassigned without prior approval of the DISTRICT, which approval shall not be unreasonably withheld. No subcontracting of significant portions of the contracted environmental services shall be made without prior approval of the DISTRICT.

XIII. Integration

This Agreement and the attached Exhibits represent the entire understanding by and between the DISTRICT and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered

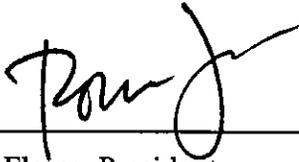
hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto.

XIV. Execution

OTAY WATER DISTRICT

THE ENGINEERING PARTNERS, INC.

Mark Watton, General Manager



Romeo Flores, President

APPROVED AS TO FORM

General Counsel

COPIES: FILE (Orig.), CONSULTANT, PROJECT MANAGER., ACCOUNTS PAYABLE

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ATTACHMENT C
SUMMARY OF PROPOSAL RANKINGS BY PANEL MEMBERS
AS-NEEDED ELECTRICAL ENGINEERING SERVICES

SCORE	REVIEWER	WRITTEN								TOTAL SCORE	AVERAGE SCORE	REFERENCES
		Qualifications, experience of Consultant's assigned personnel	Experience relevant to type of project being considered	Proposed method to accomplish work	Knowledge of jurisdictional agencies, local area environmental concerns, and regulatory requirements	Proposed Fee	Completeness, addressed requested information	Ability to complete projects on schedule	Consultant's commitment to EBE, DBE, MBE, SBE			
		15	15	10	10	20	15	10	5	100		✓
BSE Engineering, Inc	Don Anderson	12	12	7	7	20	12	7	5	82	89.8	
	Marta Riendeau	14	13	10	8	20	13	10	5	93		
	Ron Ripperger	13	12	7	7	20	12	7	5	83		
	Alfred Pedroza	14	15	10	10	20	15	10	5	99		
	Elmer Alex	15	15	7	7	20	15	8	5	92		
Kanrad Engineering, Inc	Don Anderson	13	13	8	8	18	13	8	5	86	79.4	
	Marta Riendeau	8	10	3	6	18	5	10	5	65		
	Ron Ripperger	12	10	6	7	18	12	8	5	78		
	Alfred Pedroza	13	13	8	10	18	12	10	5	89		
	Elmer Alex	13	13	2	7	18	13	8	5	79		
Tetra Tech, Inc	Don Anderson	13	13	8	8	15	13	8	3	81	87.4	
	Marta Riendeau	14	15	10	10	15	15	10	3	92		
	Ron Ripperger	12	13	7	8	15	13	8	3	79		
	Alfred Pedroza	14	15	10	10	15	15	10	3	92		
	Elmer Alex	15	15	10	10	15	15	10	3	93		
DL Engineering & Controls, Inc	Don Anderson	13	12	8	7	18	13	7	5	83	88.2	
	Marta Riendeau	14	13	8	7	18	13	10	5	88		
	Ron Ripperger	12	12	8	7	18	13	9	5	84		
	Alfred Pedroza	15	15	9	8	18	14	10	5	94		
	Elmer Alex	14	14	9	7	18	15	10	5	92		
Engineering Partners, Inc	Don Anderson	13	13	8	8	20	13	8	5	88	93	✓
	Marta Riendeau	14	13	7	8	20	13	9	5	89		
	Ron Ripperger	15	14	8	10	20	14	9	5	95		
	Alfred Pedroza	15	15	10	10	20	15	10	5	100		
	Elmer Alex	15	14	7	8	20	15	9	5	93		
ERJ Engineering Consultants	Don Anderson	12	12	7	7	20	12	6	5	81	82.4	
	Marta Riendeau	13	13	7	8	20	10	8	5	84		
	Ron Ripperger	12	7	6	7	20	10	7	5	74		
	Alfred Pedroza	13	13	8	8	20	13	10	5	90		
	Elmer Alex	12	12	6	7	20	13	8	5	83		
Dahl, Taylor, & Associates	Don Anderson	13	11	8	8	17	12	8	5	82	88	
	Marta Riendeau	15	14	10	9	17	15	10	5	95		
	Ron Ripperger	12	7	7	7	17	11	8	5	74		
	Alfred Pedroza	15	14	10	9	17	15	10	5	95		
	Elmer Alex	15	15	10	8	17	14	10	5	94		



AGENDA ITEM 10

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Ron Ripperger <i>[Signature]</i> Engineering Manager	PROJECT / SUBPROJECT:	R2003 / DIV. 1 001103 NO.
APPROVED BY: (Chief):	Rod Posada <i>[Signature]</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>[Signature]</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Approve of Settlement Agreement and Reimbursement with The EastLake Company and the City of Chula Vista for Capital Improvement Program Water Facilities Associated with the 680-1 Reservoir at Sunset View Park		

GENERAL MANAGER'S RECOMMENDATION:

That the Board authorize the General Manager to execute a settlement agreement and reimbursement release in the amount of \$199,764 to The EastLake Company (EastLake) and the City of Chula Vista (City) for costs associated with construction of the 680-1 Recycled Water Reservoir project. (See attached Exhibit A for project location.)

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the General Manager to execute a settlement agreement with EastLake and the City in the amount of \$199,764.

ANALYSIS:

Staff began the effort of siting the 680-1 Recycled Water Reservoir in the EastLake area when the Otay Water District's (District) Water Master Plan was developed in 1995 by Montgomery Watson. As part of the planning process, staff met with area developers and the City of Chula Vista (City) to determine the exact location for the facilities. This process consisted of a siting study where various combinations of alternatives were considered and criteria developed. A screening process narrowed down the various alternatives until the Sports Park (Sunset View Park), located in EastLake, was recommended by the group. Some of the criteria used in selecting and eliminating alternatives were proximity to the areas being

served and visual impacts. Utilizing an underground reservoir mitigated the visual concerns as well as addressed the need to locate the on-site facilities close to the 680 and 944 service zones.

Towards this effort, the District entered into two separate agreements. The first agreement was executed on June 8, 1998 between the District and EastLake. This agreement provided for reimbursement to EastLake for design and construction costs along with costs incurred for a construction manager for the 680-1 Reservoir and 944-1 Pump Station. The second agreement was executed on August 22, 2000 between the City and EastLake. This agreement provided for a joint use of the Sunset View Park site and reimbursed the City for easements for the District's facilities at the site.

During construction of the District's facilities within Sunset View Park it became clear that the reservoir and pump station, along with appurtenances, had some impact to the park. These impacts were discussed at various project meetings and in letters, but were never formalized in an agreement nor amended to the reimbursement agreement with EastLake. Since these impacts to the park were hard to quantify until construction was complete EastLake waited until May 4, 2005 to send in the detail for these costs. Staff reviewed EastLake's submitted costs and obtained a construction Manager peer review from Hirsch & Company. After several discussions and meetings with EastLake, staff negotiated the initial request for reimbursement of costs from \$497,290 down to \$199,764. The detail for a comparison of these costs is provided in the exhibit included with Attachment B. The City is a signatory to the agreement, but EastLake will receive 100% of the reimbursement because EastLake bore all the costs. The City's involvement is as owner of the land the reservoir is sited on. All parties to the reimbursement and release agreement will release each other from any further liability in connection with the reimbursed costs.

In summary, staff's recommendation is to approve the reimbursement agreement with EastLake and authorize the General manager to execute the agreement.

FISCAL IMPACT: _____

The approved total budget for CIP R2022 is \$4,350,000. Expenditures to date are \$4,072,946. Total commitments to date including this agreement are approximately \$4,274,075. See Attachment C for budget detail.

The Project Manager anticipates that based on the attached financial analysis the budget will be sufficient to support this project. Finance has determined that 100% of the funding will be available from the Expansion Fund. The District anticipates up to a 25-percent reimbursement from the Bureau of Reclamation.

STRATEGIC GOAL:

This project supports the District's mission statement and the District's Strategic Goal to: "Design and construct new infrastructure - satisfy current and future water needs for Potable, Recycled, and Wastewater Services."

LEGAL IMPACT:

None at this time. The General Counsel worked with staff, the City and the developer in connection with the negotiation of the settlement and prepared a form of settlement and release agreement. The release of liability contained in the settlement and release agreement is intended to protect the District from further claims in connection with the work performed by EastLake and the impact of such work and the siting of the water facilities in the park.



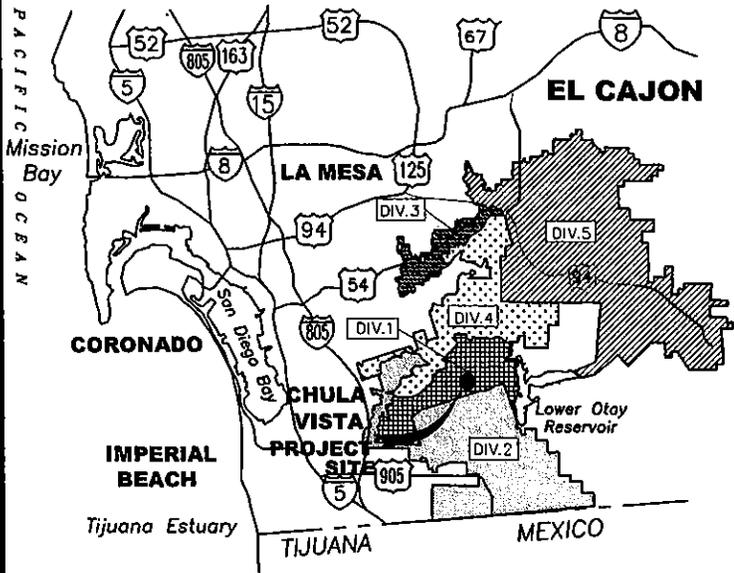
General Manager

Exhibit

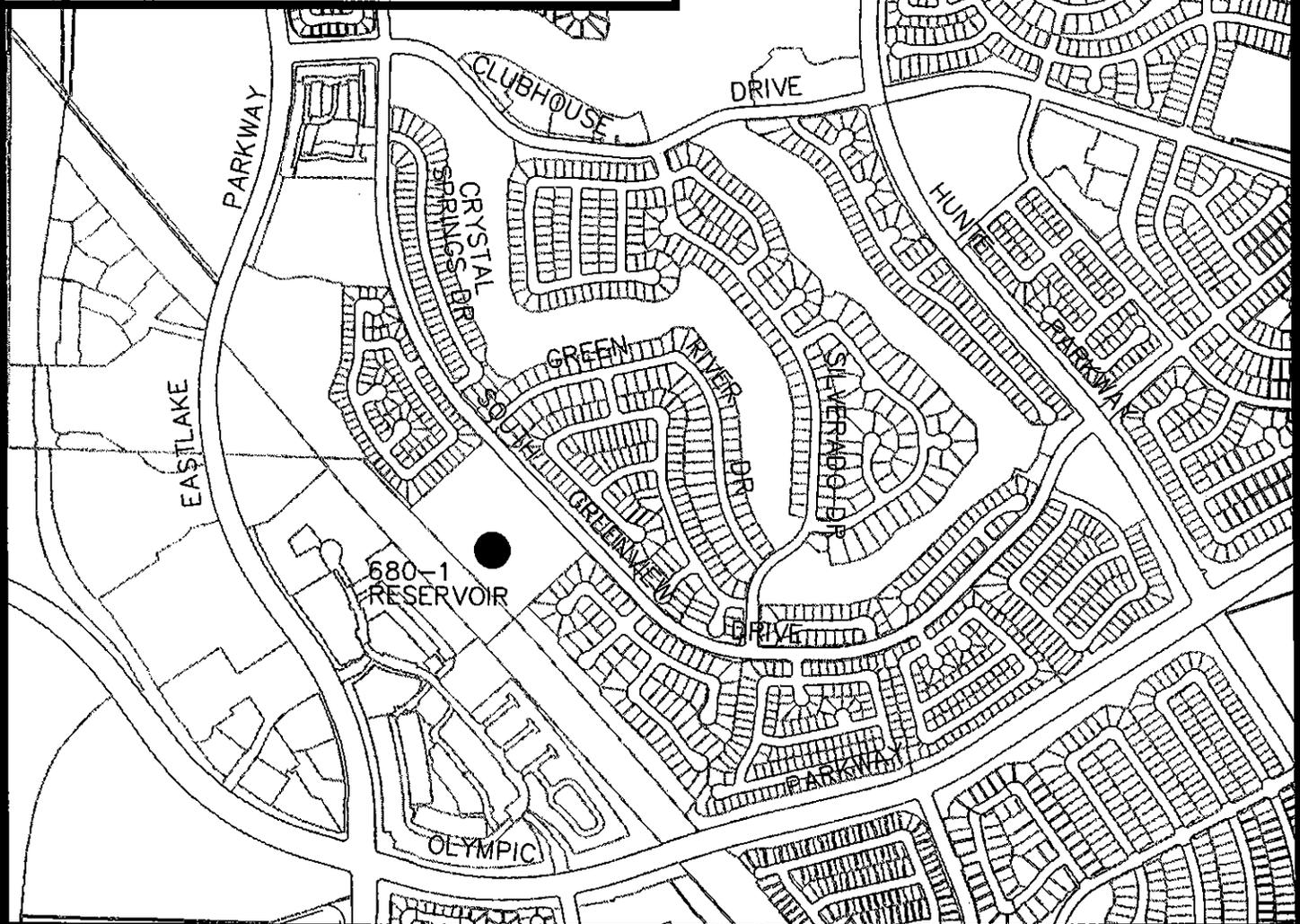
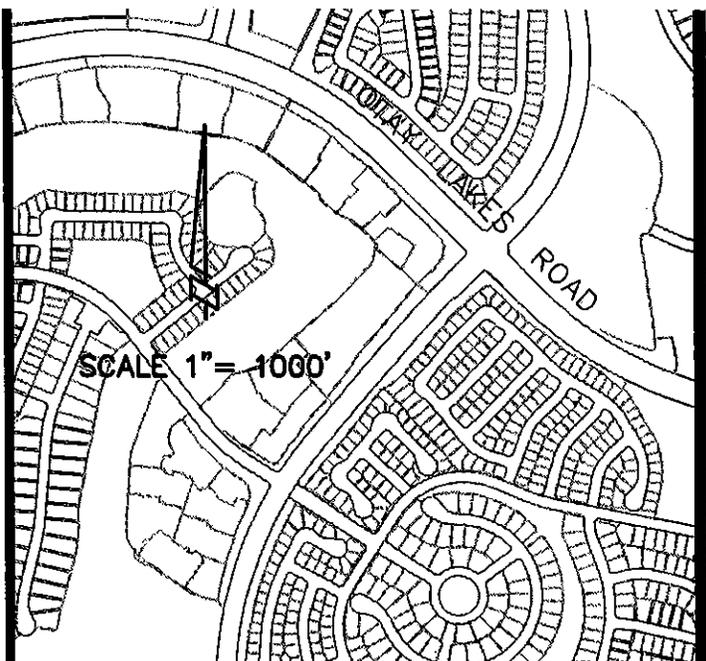
Attachments

RR/RP

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VICINITY MAP



OTAY WATER DISTRICT
680-1 RECYCLED WATER RESERVOIR

WO 8653

CENTRAL AREA
LOCATION MAP

CIP R2003

EXHIBIT A

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ATTACHMENT A

SUBJECT/PROJECT: R2003-001103	Reimbursement, Release and Settlement Agreement with The EastLake Company for Capital Improvement Program Water Facilities Associated with the 680-1 Reservoir at Sunset View Park
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COMMITTEE ACTION:

On February 21, 2007, the Engineering and Operations Committee met and supported staff's recommendation.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for board approval. This report will be sent to the Board as a committee approved item, or modified to reflect any discussion or changes as directed from the committee prior to presentation to the full board.



ATTACHMENT B

SUBJECT/PROJECT:
R2003-001103

Reimbursement, Release and Settlement Agreement with The EastLake Company for Capital Improvement Program Water Facilities Associated with the 680-1 Reservoir at Sunset View Park - Agreement

**REIMBURSEMENT, RELEASE AND SETTLEMENT AGREEMENT
BETWEEN THE OTAY WATER DISTRICT AND THE EASTLAKE
COMPANY, LLC FOR CAPITAL IMPROVEMENT PROGRAM
WATER FACILITIES ASSOCIATED WITH THE 680-1
RESERVOIR AT SUNSET VIEW PARK
(CIP R2003)**

This Reimbursement, Release and Settlement Agreement (hereinafter, "Settlement Agreement") is entered into as of this ____ day of _____ 2007, by and between the Otay Water District, a Municipal Water District formed under the Municipal Water District Act of 1911 (hereinafter, the "District"), the City of Chula Vista, a municipal corporation (the "City"), and the EastLake Company, LLC, a California limited liability company (hereinafter, the "Developer"), in view of the following facts and for the following purposes:

RECITALS

A. WHEREAS, the Board of Directors (the "Board") of the District has adopted a Master Plan and approved a Capital Improvement Program (hereinafter, "CIP") for all regional water facilities throughout the District; and

B. WHEREAS, on or about June 9, 1998 the Developer and the District entered into a reimbursement agreement entitled "The First Reimbursement Agreement Between Otay Water District and the Eastlake Company" (the "Reimbursement Agreement") in connection with a park referred to therein as the EastLake Neighborhood Park, which was later renamed the Sunset View Park (the "Park"); and

C. WHEREAS, pursuant to the Reimbursement Agreement, the Developer agreed to design and construct a 2.2 million gallon reservoir to be known as the 680 Reservoir, and the infrastructure, including piping, for a pump station to be known as the 950 Pump Station (together with the 680 Reservoir, the "Water Facilities"), within the Park and the District agreed to reimburse the Developer for costs incurred in connection therewith; and

D. WHEREAS, on August 22, 2000, the District, and the City entered into that certain Joint Use and Grant of Easement Agreement, recorded in the official records of the County Recorder of the County of San Diego on May 14, 2003, as document number 2003-0563958 (the "Easement Agreement"), pursuant to which the City granted the District an easement for the maintenance, repair designed and constructed the Sunset View Park within the City of Chula Vista; and

E. WHEREAS, on or about November of 2000, the District, the City and the Developer agreed to increase the size of the reservoir to 3.4 million gallons; and

F. WHEREAS, on a letter dated November 30, 2000, the City memorialized the understanding of the parties, which included a proposal to amend the Reimbursement Agreement and the Easement Agreement to reflect the change in size of the Water Facilities and to allocate the increased design and construction costs; and

G. WHEREAS, due to the schedule of the project and other concerns, the District, the Developer and the City did not finalize negotiations on the proposed amendments before the design and construction had to be undertaken and finalized; and

H. WHEREAS, despite the lack of written amendments, the Developer incurred the costs relating to the Water Facilities with the understanding that said projects are listed in the District's CIP and the District would reimburse the Developer for the costs incurred in connection with the Water Facilities; and

I. WHEREAS, having completed the construction of the Park, the Developer has submitted a request for reimbursement to the District for costs related to the Water Facilities and not previously reimbursed to Developer; and

J. WHEREAS, the District and Developer have reached an agreement concerning the costs related to the Water Facilities for which the District will reimburse the Developer and those costs are listed on Exhibit A hereto, which amount to \$199,764; and

K. WHEREAS, the Developer has conformed to all of the conditions set forth in the District's current Policy 26 governing reimbursement agreements with developers; and

L. WHEREAS, the Developer has provided assurances to the District that it complied with all applicable provisions of the District's Code of Ordinances, Standard Specifications and other applicable laws in connection with the Water Facilities; and

M. WHEREAS, the District believes that it is in the best interest of the District to reimburse the Developer for the costs set forth on Exhibit A;

NOW THEREFORE, in consideration of the recitals set forth above and the mutual obligations of the parties herein expressed, the District and the Developer agree as follows:

1. Project. Pursuant to the Reimbursement Agreement and the Easement agreement, the Developer, the City and the District agreed to locate the Water Facilities within the Park. Although the parties originally intended that the Water Facilities would include a 2.2 million gallon reservoir, during the course of the project, the parties agreed to increase the size of the reservoir to 3.4 million gallons.
2. Project Cost. The Developer designed and constructed the Water Facilities within the Park and funded all costs related to the design and construction. The Developer hereby provides the District with assurances and warrants that it has constructed the facilities to District standards and in compliance with all applicable laws, rules and regulations.
3. Reimbursement.

During the design and construction of the Water Facilities, the District processed and paid certain invoices submitted by the Developer. However, the project is now operationally complete and accepted and Developer is requesting reimbursement of certain costs, set forth on Exhibit A (the "Additional Costs"), incurred by the Developer in connection with the increase in size of the reservoir, which costs have not previously been reimbursed to the Developer.

4. Release.

For and in consideration of the reimbursement of the Additional Costs, as herein contemplated, the Developer fully releases and discharges the District, each member of its Board of Directors, its officers, agents, servants, successors, employees, attorneys and assigns, from any and all causes of action, claims, liens, demands, damages, obligations, litigation costs, expenses, and attorney's fees, known or unknown arising directly or indirectly out of, or in any way related to the Water Facilities, the Reimbursement Agreement and the Park. The Developer, the City and the District also release and discharge each other from any liability in connection with the construction of the Park.

Each of the parties hereto expressly waives the provisions of Section 1542 of the Civil Code of California, which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which, if known by him or her, must have materially affected his or her settlement with the debtor.

It is expressly understood and agreed that the payment of the Additional Costs is in full accord and satisfaction of all potential and actual claims the Developer has or could have made to the District in connection with the Water Facilities, the Reimbursement Agreement or the Park. The parties further declare and represent that no promise, inducement or agreement not herein expressed has been made and that this Settlement Agreement contains the entire agreement between the parties hereto.

5. Record Keeping.

The Developer has kept an accurate record of the actual cost to construct the Water Facilities, for which reimbursement is requested, in accordance with generally accepted accounting procedures. Upon request of the District, the Developer shall allow an authorized District representative, during the Developer's regular business hours and upon reasonable notice, to examine and duplicate any records relevant to verifying the actual cost to construct the water facilities, including, without limitation, all contract bids and invoices.

Any changes that occurred during construction have been properly documented. Back-up documentation shall be kept by the Developer for three (3) years from the date of the acceptance by the District of the Water Facilities. Such documentation shall also be provided to the District for its review upon its request.

6. Amendments.

No amendment, modification, supplement, termination or waiver of any provision of this Settlement Agreement shall be effective unless executed in writing by both parties and then only in the specified instance and for the specific purpose given.

7. Notices.

Any demand upon or notice required or permitted to be given by one party to the other party shall be in writing. Except as otherwise provided by law, any demand upon or notice required or permitted to be given by one party to the other party shall be effective (a) on a

personal delivery, (b) on the second business day after mailing by certified or registered United States mail, return receipt requested, or (c) on the succeeding business day after mailing by Express Mail or after deposit with a private delivery service of general use (e.g., Federal Express) postage or fee prepaid as appropriate, addressed to the party at the address shown below:

If to the District: Otay Water District
2554 Sweetwater Springs Boulevard
Spring Valley, California 91978-2096
ATTN: General Manager

If to the Developer: The EastLake Company, LLC
13520 Evening Creek Drive North, Suite 380
San Diego, California 92128
Telephone: (858) 513-7800
Facsimile: (858) 513-7805

If to the City: City of Chula Vista
276 Fourth Avenue
Chula Vista, California 91910

Notice of change of address shall be given by written notice in the manner set forth in this paragraph.

8. Indemnity.

Each party agrees to defend, indemnify, protect, and hold harmless the other party and its agents, officers, and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property, which arise from or are connected with or are caused or claim to be caused by the performance of the terms of this Settlement Agreement; provided, however, that each party's duty to defend, indemnify and hold harmless shall not include any claims or liability arising from the negligent acts or omissions or willful misconduct of the other party, its agents, officers or employees.

9. Arbitration and Attorney's Fees.

If there is a dispute concerning this Settlement Agreement or arising out of this Settlement Agreement, the parties agree to first endeavor to settle the dispute in an amicable fashion by direct discussion and then by non-binding mediation if direct discussion does not resolve the dispute. Should both these efforts fail, the parties agree to submit the matter to binding arbitration. If the parties cannot agree upon a single arbitrator within thirty (30) days of the conclusion of non-binding mediation, the arbitration shall be conducted by three (3) arbitrators. Each party shall select one (1) arbitrator and the two (2) arbitrators shall then select the third arbitrator. A decision shall be rendered by a majority vote of the three arbitrators.

In the event that arbitration is required, the prevailing party shall be entitled to recover all reasonable costs and attorney's fees. In the event a settlement offer is made by any party in the form provided by California Civil Procedure 998 and the opposing parties do not do better

than such offer at arbitration, the party making the settlement offer shall be deemed the prevailing party for the purposes of recovery of attorney's fees and costs.

10. Applicable Law; Venue.

This Settlement Agreement shall be governed by the internal laws of the State of California without regard to the principles of choice of law or conflicts of law of that state or of any other jurisdiction. The forum for resolution of any dispute arising out of this Settlement Agreement shall be in San Diego, California. The Parties hereby submit to the jurisdiction of the Federal Courts in the Southern District of California and the California State Courts for San Diego County.

11. Drafting.

This Settlement Agreement is deemed to have been drafted jointly by the Parties, and the Parties agree that the common-law principles of construing ambiguities against the drafter shall have no application hereto.

12. Severability.

If any term, provision or covenant in this Settlement Agreement is held to be invalid, void or unenforceable, (i) the remainder of the terms, provisions and covenants in this Settlement Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated

13. Successors in Interest.

The Settlement Agreement and all rights and obligations contained herein shall be in effect whether or not any or all parties to the Settlement Agreement have been succeeded by another entity, and all rights and obligations of the parties signatory to this Settlement Agreement shall be vested and binding on their successors in interest.

14. Headings.

The headings in this Settlement Agreement are for ease of reference only.

15. Counterparts.

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Any facsimile counterpart of this Settlement Agreement shall be deemed an original.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Settlement Agreement is executed by the District and by the Developer as of the date first above written.

THE EASTLAKE COMPANY, LLC
A California limited liability company

By: _____
William T. Ostrem
President

OTAY WATER DISTRICT
A California Municipal Water District

By _____
Mark Watton
General Manager

Approved as to Form:

General Counsel

Date

CITY OF CHULA VISTA
A municipal corporation

By: _____
City of Chula Vista

Approved as to Form:

City Attorney

Date

**EXHIBIT A
TO SETTLEMENT AGREEMENT
COST TO BE REIMBURSED TO DEVELOPER**

Item	Description	EastLake Requests	Otay Recommends
Category 1 - Costs incurred before joint use concept (pre OWD reservoir)			
A	Landscape Architect services in designing initial park. Work in 1996 and 1997.	\$36,328.00	\$0.00
B	Engineering and Surveying associated with grading and drainage construction.	\$13,526.86	\$0.00
C	Geotechnical services associated with grading and drainage construction.	\$7,775.63	\$0.00
D	Fine grading of park per initial design.	\$57,485.00	\$0.00
E	Site drainage system per initial design.	\$40,955.00	\$0.00
Sub-Total		\$156,070.49	\$0.00
Category 2 - Consultant services for changes, re-design, etc.			
A	Change Order #2 to ONA's design contract. ONA was/is the prime consultant responsible for all Sunset View Park plans. This change order covers revising the schematic plans for the park and processing them through the City of Chula Vista Parks and Recreation Department.	\$35,400.00	\$17,700.00
B	Portion of Change Order # 5 to ONA's design contract. This change order covers creating a presentation drawing at OWD's request.	\$1,200.00	\$1,200.00
C	Portion of Change Order # 5 to ONA's design contract. This covers various tasks related to the reservoir as identified on the change order request.	\$8,875.00	\$5,520.00
D	Change Order # 7 to ONA's design contract. This change order covers revising the working drawings in response to the decision to raise grades on the project to accommodate a predicted amount of excess soil (from the reservoir construction) to stay on the site.	\$23,800.00	\$23,800.00
E	Change Order # 10 to ONA's design contract. This change order covers revising the working drawings to reflect the actual "as-graded" conditions left by the reservoir contractor. As you will recall, the site was not left in accordance with the plan revisions generated earlier.	\$22,200.00	\$11,100.00
Sub-Total		\$91,475.00	\$59,320.00
Category 3 - Park improvements due to reservoir, pump station, utilities and access roads			
A	Added width of concrete walks - Reservoir service vehicles require a 12' wide access. City of Chula Vista requires only 10' wide walks. Results in 2' extra width.	\$13,572.00	\$13,572.00
B	Construct concrete ADA ramps - The reservoir resulted in an elevated portion of the site. Concrete ADA ramps were added in lieu of decomposed granite walks. D.G. walks would have been used if the sites were flatter.	\$14,300.00	\$14,300.00
C	Upgrade thickness of D.G. vehicle access roads - The service vehicles for the reservoir is much heavier than the service vehicles for the park. H2O loading was required on D.G. trails.	\$6,996.00	\$6,996.00

D	Upgrade thickness of concrete vehicle access roads - OWD service vehicles for the reservoir are much heavier than City service vehicles for the park. H2O loading was required on concrete trails.	\$11,076.05	\$11,076.05
E	Pipe guardrail - Guardrail required around raised recreation area over reservoir for safety.	\$3,740.00	\$3,740.00
F	Chain link fencing - Fencing required to prevent balls from rolling off elevated basketball courts on top of reservoir.	\$6,900.00	\$6,900.00
G	Polygon shade structures - Providing shady areas around the basketball courts through construction for structures in lieu of planting shade trees was required due to inadequate soil depth over reservoir.	\$111,500.00	\$55,000.00
H	Upgrade footing for basketball standards atop reservoir - Due to shallow area for footings atop reservoir, special footings were required.	\$3,680.00	\$3,680.00
I	Upgrade basketball court slab to post-tensioned slab over reservoir.	\$8,460.00	\$8,460.00
J	Sod soccer fields in lieu of seeding - Due to delayed delivery of site by OWD's reservoir contractor, soccer fields were sodded in lieu of seeded to avoid lengthy grow-in before park could be open to public.	\$67,745.00	\$33,872.00
K	Credit due OWD for their having certain finish grading performed by reservoir contractor. This amount was previously agreed to between EastLake and OWD.	(\$33,852.00)	(\$33,852.00)
L	Cost remedy north ADA ramp - The ramp from the park down to the pump station was incorrectly constructed by the reservoir contractor. This cost (for only a portion of the ramp) was previously agreed to between OWD and EastLake.	\$9,500.00	\$9,500.00
M	Additional work over reservoir due to sub standard materials being left by reservoir contractor. Crushed rock material failed to meet required Cal trans specifications. Required purchase and placement of fabric and purchase, placement and compaction of rock.	\$18,928.00	\$0.00
N	Costs for special geotechnical consulting services associated with analysis of undocumented fill areas left by reservoir grading contractor. Consultant was Allies Geotechnical Services. This has been previously agreed by OWD.	\$7,200.00	\$7,200.00
O	Additional support for Valley Crest costs. Many of the above items are supported by various documents showing values of work done by Valley Crest Landscaping.	\$0.00	\$0.00
Sub-Total		\$249,745.05	\$140,444.05



ATTACHMENT C

SUBJECT/PROJECT: R2003-001103	Reimbursement, Release and Settlement Agreement with The EastLake Company for Capital Improvement Program Water Facilities Associated with the 680-1 Reservoir at Sunset View Park - Budget Detail
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Olay Water District
R2003 - RecRes - 680-1 Reservoir 3.4 MG

Date Updated: Feb 06, 2007

Budget \$4,350,000	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor / Comments
Planning					
In House/Labor	48,781	48,781		48,781	
Consultant Contracts	3,957	3,957		3,957	Recon
Software	859	859		859	Sage CAD Applications, Inc
Shipping	20	20		20	Fed-Ex
Outside Services	149	149		149	Frank & Son Paving, Inc.
	4,000	4,000		4,000	MW Soft, Inc.
	200	200		200	Union Electric Motor Service
Subcontract	1,004	1,004		1,004	Boyle Engineering Corporation
	2,710	2,710		2,710	Geotechnics Inc.
	792	792		792	Helix Environmental Planning
	4,768	4,768		4,768	John Powell & Associates, Inc.
	6,993	6,993		6,993	Regional Environmental
	8,560	8,560		8,560	Shnpae-Dye Associates
Advertis and Award	830	830		830	Union Tribune Publishing
Temporary Labor	48	48		48	Atwork Personnel Service
	200	200		200	Primary Funding Corp.
	189	189		189	Tempro Services Inc.
Lend/Easement Acquisition	149,550	149,550		149,550	City of Chula Vista
	2,998	2,998		2,998	Thomas M. Null
	3,961	3,961		3,961	Andrew A. Smith Company
Total Planning	\$ 240,543.75	\$ 240,543.68	\$ -	\$ 240,544	
Design					
In House/Labor	89,463	89,463		89,463	
Consultant Contracts/Reimbursement Agreements	306,083	306,083		306,083	The Eastlake Co. LLC
Subcontract	21,618	21,618		21,618	John Powell & Associates, Inc
	19,370	19,370		19,370	Robert Bein, William Frost
Professional & Legal Fees					
Meals					
Advertis and Award					
Total Design	\$ 436,531.87	\$ 436,531.59	\$ -	\$ 436,532	
Construction					
In House/Labor	167,135	167,135		167,135	The Eastlake Co. LLC
Consultant Contracts	401,077	401,077		401,077	Geotechnics Inc.
	360	360		360	Hirsch & Co
	2,250	1,123	1,128	2,250	The Eastlake Co. LLC
Construction Contracts/Reimbursement	2,278,098	2,278,098		2,278,098	The Eastlake Co. LLC
Reimbursement (Settlement Agreement)	200,000	-	200,000	200,000	Geotechnics, Inc.
Construction Contracts	2,225	2,225		2,225	The Eastlake Co. LLC
Subcontract	500,000	500,000		500,000	Burke, Williams & Sorenson LLP
Professional & Legal Fees	1,179	1,179		1,179	Garcia, Ruiz & Calderon
	447	447		447	Alarm Center Inc
Materials	500	500		500	C.W. Mcgrath Inc.
	204	204		204	County of San Diego
	48	48		48	FLW Inc.
	127	127		127	GE Supply
	4,808	4,808		4,808	Hanson Aggregates Pacific
	102	102		102	Larson-Metercraft Inc
	348	348		348	Mag Systems Inc.
	550	550		550	Mc Master-Carr Supply Co.
	40	40		40	Newark Inone
	1,075	1,075		1,075	Onesource Distributors Inc
	1,114	1,114		1,114	Petty Cash Custodian
	107	107		107	Tiger Reprographics
	589	589		589	W W Grainger, Inc
	242	242		242	Applied Technology Group Inc.
Equipment Purchase	1,080	1,080		1,080	Geotechnics Inc.
Special Project	1,080	1,080		1,080	Atwork Personnel Service
Temporary Labor	128	128		128	C.W. Mcgrath Inc.
Outside Services	90	90		90	San Diego Gas & Electric
	1,885	1,885		1,885	Techknowslon Inc.
	9,790	9,790		9,790	Craig, Bullhule & Steimar
	2,200	2,200		2,200	San Diego Gas & Electric
Gas & Electric	14,955	14,955		14,955	
Inventory	499	499		499	
Water Loss	3,103	3,103		3,103	
Accep/close-out					
Total Construction	\$ 3,598,999	\$ 3,395,871	\$ 201,128	\$ 3,598,999	
Grand Total	\$ 4,274,075	\$ 4,072,948	\$ 201,128	\$ 4,274,074	



AGENDA ITEM 11

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Hossein Juybari <i>HJ</i> Senior Civil Engineer	PROJECT/SUBPROJECT:	N/A DIV. 5 NO.
APPROVED BY: (Chief):	Rod Posada <i>R Posada</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>M Magaña</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Informational Item on the Regional Training Facility		

GENERAL MANAGER'S RECOMMENDATION:

This is an informational item only. No Action is required on the part of the Engineering and Operations Committee or the Board.

COMMITTEE ACTION: _____

Please see Attachment A.

PURPOSE:

This is an informational item only, to update and inform the Board on the status of the proposed regional training facility.

ANALYSIS:

During calendar year 2006, Otay Water District's General Manager and San Miguel Consolidated Fire Protection Fire Chief had several discussions on the creation of a Regional Training Facility. Preliminary discussions indicated that both agencies can share resources and build a training facility at the Otay Water District (District) Regulatory Site, located at 11880 Campo Road in Spring Valley, California (Exhibit A). This training facility will be used by the District, the San Miguel Consolidated Fire Protection District (San Miguel Fire), and San Diego Gas & Electric for personnel training purposes.

The proposed 2.5 acre training facility site is located within the District's 70 acre Regulatory Site. The Training Center will be comprised of separate training areas to include confined space training, trench and shoring training, and a fire department training facility (burn building). Additional

components to the site would include a portable classroom and parking for large and passenger vehicles.

Two alternative access routes from Campo Road to the Regional Training Facility Site were studied by District staff (Exhibit B) in August 2006. Alternative 1 uses the west gate as an entry. Alternative 2 uses the east gate as an entry. Both alternatives use existing access roads and both will require construction of a new access road.

Alternative 1 requires the construction of a 900 linear foot (lf) access road that begins at the existing access road, 600 feet north of Campo Road. Its alignment follows the path of an existing unpaved road and connects to an existing gate located between the 520-1 and 520-2 Reservoirs. An additional "radius easement" will need to be acquired for this alternative.

Alternative 2 requires the construction of a 475 lf access road that will begin just north of the Regulatory Site security gate. Its alignment accommodates a 40' turning radius and runs through the proposed demolition site of the 520-1 Reservoir. This alignment requires relocation of critical existing water pipelines and appurtenances. Also, in the vicinity of this access road the 640 Reservoirs Project's (CIP P2185) Scope of Work includes demolition of the 520-1 Reservoir and some existing piping and appurtenances. The complete removal of these abandoned facilities will be required for this alternative.

Alternative 1 was selected as the proposed access route to the Regional Training Facility. This decision was based primarily on the amount of existing utility relocation work involved, the critical nature of existing water pipeline relocation work and access road construction costs.

The existing access roads that will be used for Alternative 1 are within District property. The proposed 900 lf access road, however, is within an existing easement (refer to E of Exhibit B). This easement was granted to the District from *Pacific Southwest District of the Wesleyan Church* (Wesleyan Church) for pipeline purposes and rights of ingress and egress for water and sewer operations. It will need to be renegotiated to include the Regional Training Facility as a "use" area and also to allow the construction and maintenance of the new access road. In addition, a small portion of the proposed access road is outside of this easement. Negotiations with Wesleyan Church will also

include the acquisition of a "radius easement" for this portion of the road (refer to F of Exhibit B). As shown in Exhibit B, Wal-Mart is the current owner of assessor parcel maps 506-010-56, 506-010-62, 506-010-63, 506-010-65.

San Miguel Fire has two major sources of funding for design and construction of the Regional Training Facility project. They have acquired \$700,000 from the SB 288 Indian Gaming Grants in April 2006, as well as a \$2.5 million commitment from a separate tribe associated with mitigation funds.

Architectural services and civil engineering services were acquired by San Miguel Fire for the design work during October 2006. Site design will also include offsite improvements to existing access roads. These access roads, where the desired access traffic will occur, vary in size from 14 feet to 18 feet wide. They will be widened to a minimum of 24 feet to comply with the fire apparatus access road requirements under the County Fire Code of the San Diego Code of Regulatory Ordinances. In addition, coordination with the 640 Reservoirs project will be required, as it is likely there will be concurrent construction.

San Miguel Fire will be the lead agency on this project. Otay staff will provide technical support to obtain all necessary permits and easements for the project. Otay staff also will work with San Miguel Fire department to negotiate an agreement between both agencies for this joint venture. The District will not have the responsibility to reimburse San Miguel Fire for the construction of the access road and training facility.

FISCAL IMPACT:

Nil

None at this time. A CIP budget will be established during the FY 2008 budget process so that Otay staff can charge their time to the project.

STRATEGIC GOAL:

This project supports the District's Mission statement, "To provide the best quality of water and wastewater services to the customers of Otay Water District, in a professional, effective, efficient, and sensitive manner...". This project fulfills the District's strategic goals to "Train and Develop at all levels."

LEGAL IMPACT: _____

None.



General Manager

HJ/RR/RP

Exhibits

Attachment

P:\WORKING\Fire Dept Training Facility\Staff Reports\BD March 2007 - Training F.doc



ATTACHMENT A

SUBJECT/PROJECT:

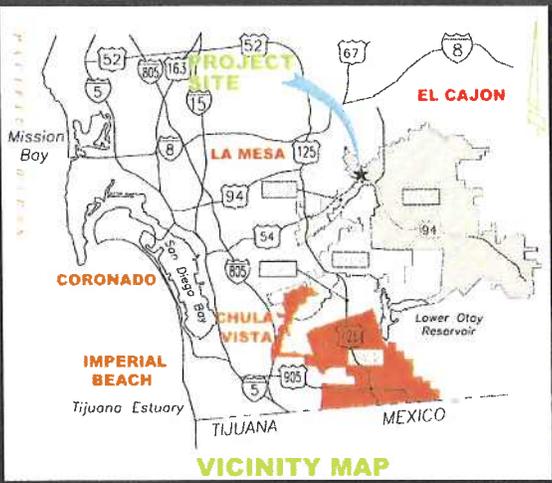
Informational Item on Regional Training Facility

COMMITTEE ACTION:

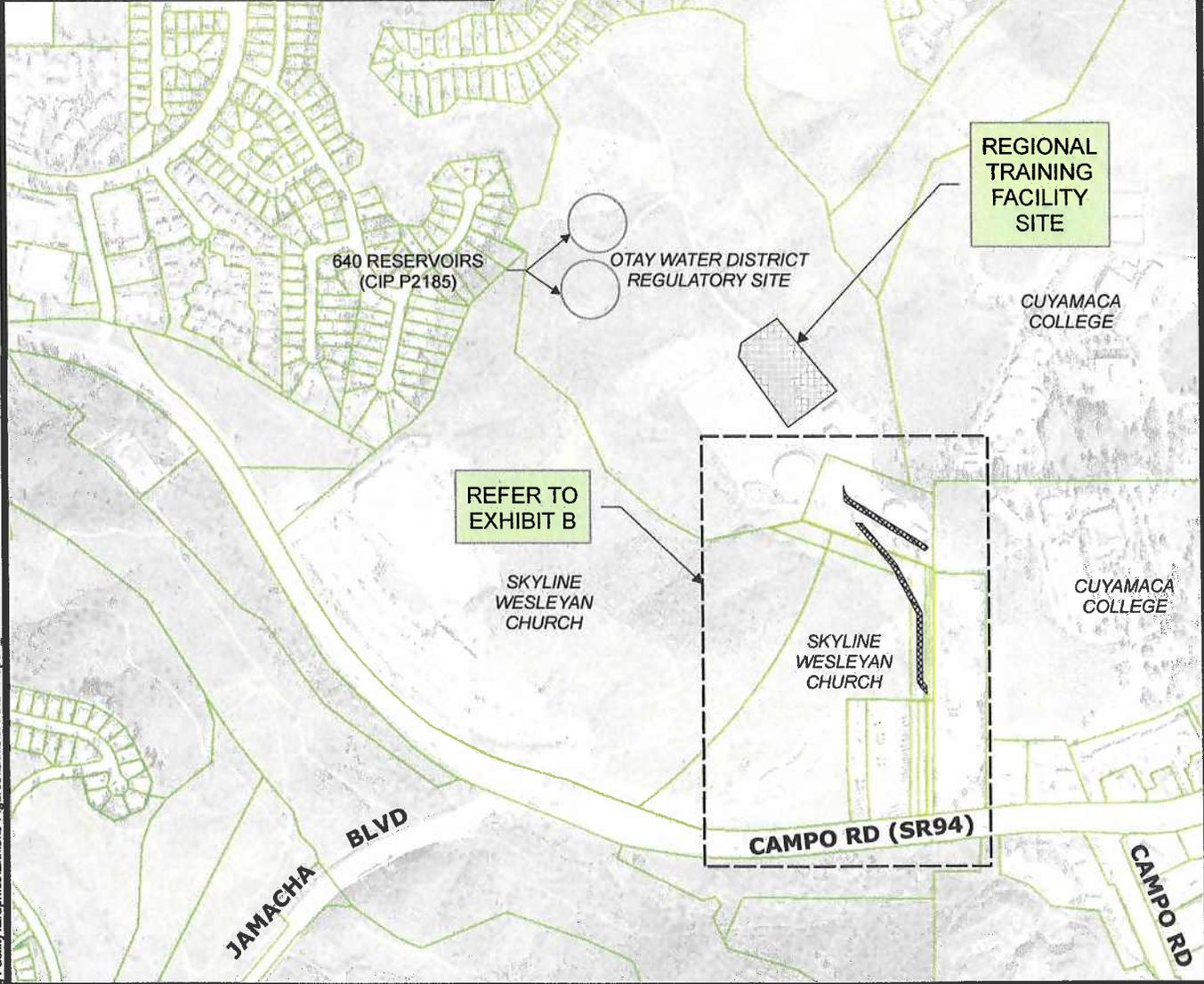
The Engineering and Water Operations Committee reviewed this item at a meeting held on February 21, 2007. The Committee supported Staff's recommendation.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for Board approval. This report will be sent to the Board as a Committee approved item, or modified to reflect any discussion or changes as directed from the Committee prior to presentation to the full Board.



VICINITY MAP



REGIONAL TRAINING FACILITY SITE

640 RESERVOIRS (CIP P2185)

OTAY WATER DISTRICT REGULATORY SITE

CUYAMACA COLLEGE

REFER TO EXHIBIT B

SKYLINE WESLEYAN CHURCH

CUYAMACA COLLEGE

SKYLINE WESLEYAN CHURCH

JAMACHA BLVD

CAMPO RD (SR94)

CAMPO RD



OTAY WATER DISTRICT
 SAN DIEGO COUNTY
 REGIONAL TRAINING FACILITY SITE

SITE PLAN

EXHIBIT A

OTAY WATER DISTRICT
APN 502-030-51

GROSSMONT-CUYAMACA
COMMUNITY COLLEGE
APN 502 040 05

**ALTERNATIVE 2
475 LINEAR FOOT
ACCESS ROAD**

520-2
Reservoir

OTAY
WATER
DISTRICT
502-010-10

520-1
Reservoir

GROSSMONT-CUYAMACA
COMMUNITY COLLEGE
APN 506-020-31

WESLEYAN
CHURCH
APN 506-140-01

WEST GATE

EAST GATE

E

D

F

WAL-MART
APN 506-020-02

**ALTERNATIVE 1
900 LINEAR FOOT
ACCESS ROAD**

C

WAL-MART
APN 506-010-63

WESLEYAN CHURCH
APN 506-140-02

OTAY
WATER
DISTRICT
APN 506-010-56

WAL-MART
APN 506-010-62

JAMACHA
JUNCTION, INC
APN 506-020-25

B

WAL-MART
APN 506-010-65

A

DRIVEWAY ENTRANCE

CAMPO RD / SR 94

- EASEMENTS**
- A OWD GRANTS COUNTY 72' EASEMENT OF RIGHT OF WAY FOR PURPOSE OF MAINTAINING INGRESS/EGRESS (1995).
 - B OWD GRANTS 42' WIDE EASEMENT TO WESLEYAN CHURCH WITH RIGHTS TO IMPROVE AND MAINTAIN ROAD AND ASSIGN TO OTHERS (1995).
 - C SHARP GRANTS EASEMENT FOR PIPELINE AND RELATED PURPOSES WITH RIGHT OF INGRESS/EGRESS (1964).
 - D HOME CAPITAL GRANTS TO OWD A 20' WIDE EASEMENT ADJACENT TO "B" FOR PIPELINE PURPOSES WITH RIGHT OF INGRESS/EGRESS (1986).
 - E WESLEYAN CHURCH GRANTS TO OWD EASEMENT FOR PIPELINE PURPOSES WITH RIGHT OF INGRESS/EGRESS (1995).
 - F RADIUS EASEMENT TO BE ACQUIRED FROM WESLEYAN CHURCH



0 75 150 300
Feet

P:\WORKING\Fire Dept Training Facility\Graphics\Exhibits-Figures\Exhibit B-Staff Report_2-12-07.mxd



OTAY WATER DISTRICT

SAN DIEGO COUNTY
REGIONAL TRAINING FACILITY SITE

EASEMENT AND PARCEL OWNERSHIP

EXHIBIT B