

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
April 16, 2008
11:30 A.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. AWARD OF A CONSTRUCTION CONTRACT FOR THE RALPH W. CHAPMAN WASTEWATER RECYCLING FACILITY (RWCWRF) OFFICE BUILDING AND METER SHOP REMODEL PROJECT TO TELLIARD CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$275,800 (POSADA/RIPPERGER/GRUNOW) [5 minutes]
4. APPROVAL OF AN AGREEMENT BETWEEN OTAY WATER DISTRICT (DISTRICT) AND CALIFORNIA AMERICAN WATER DISTRICT (CAL-AM) FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF A NEW METERED INTERCONNECTION TO SUPPLY WATER TO THE DISTRICT AND CAL-AM IN THE EVENT OF AN EMERGENCY (POSADA/RIPPERGER/GRUNOW/KAY) [5 minutes]
5. APPROVAL OF AN AGREEMENT BETWEEN OTAY WATER DISTRICT (DISTRICT) AND HELIX WATER DISTRICT FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF A NEW METERED INTERCONNECTION TO SUPPLY WATER TO THE DISTRICT AND HELIX IN THE EVENT OF AN EMERGENCY (POSADA/GRUNOW/KAY) [5 minutes]

6. APPROVAL OF CHANGE ORDER NO. 4 TO THE EXISTING CONTRACT WITH PACIFIC HYDROTECH CORPORATION FOR CONSTRUCTION OF THE 640-1 AND 640-2 RESERVOIRS PROJECTS IN THE AMOUNT OF <\$4,846> (POSADA/RIPPERGER/BRADEN) [5 minutes]

7. 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 April 11, 2008 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 April 11, 2008.



Connie Rathbone
Connie Rathbone, Assistant District Secretary

AGENDA ITEM 3



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	May 7, 2008
SUBMITTED BY:	Ron Grunow <i>RG</i> Sr. Civil Engineer	PROJECT/	R2053- DIV. 4
	Ron Ripperger <i>RR</i> Engineering Manager	SUBPROJECT:	002103/ NO. 003103
APPROVED BY:	Rod Posada <i>R Posada</i> (Chief) Chief, Engineering		
APPROVED BY:	Manny Magaña <i>M Magaña</i> (Asst. GM): Assistant General Manager, Engineering and Operations		
SUBJECT:	Award of a Construction Contract for the Ralph W. Chapman Wastewater Recycling Facility (RWCWRF)- R.O. Building & Meter Shop Remodel Project		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board awards a contract to Telliard Construction (Telliard) in the amount of \$275,800 for the installation of the Reclamation Plant Office Building & the Meter Shop Remodel for the Recycled Water Operators Office (Operations Offices) and authorizes the General Manager to execute an agreement with Telliard in an amount not to exceed \$275,800 (See Exhibit A for project location).

COMMITTEE ACTION: _____

Please see Attachment A.

PURPOSE:

That the Board authorizes the General Manager to enter into a construction agreement with Telliard in an amount not to exceed \$275,800 for the Operations Offices project.

ANALYSIS:

Currently, the treatment plant staff is housed in two temporary office trailers near the entrance to the facility. There are two workstations and a file room in the first trailer, and six workstations in the second trailer. In addition, this current arrangement separates the treatment plant supervisor from the other staff members. The trailers do not have restrooms and staff has to

utilize the restrooms in the adjacent treatment plant laboratory building.

Based on an evaluation of design alternatives, it was determined that the best solution for the Reclamation Plant offices was to purchase a modular trailer type structure and design its interior into office space. A modular office supplied by a manufacturer would provide a complete manufactured building, including interior and exterior finishes, meeting accessibility and Title 24 requirements. The building will be 40' x 24' and provide space for a supervisor's office, conference room, five workstations, a crew lead workstation, and a restroom. The County of San Diego has already begun reviewing the plans for the modular building. Their plan check comments were picked up by the District on 1/22/08 and returned to the County on 2/11/08. Permits are expected to be available soon. In the current site design, a second modular building is proposed as a possible Phase II in the future, depending upon need. The Recycled Water Operators will relocate into renovated space within the Meter Shop area at the Operations building. This remodel would be very similar to the meter shop remodel which took place in 2007, with a supervisor's office and five workstations. The design for this project was performed by in-house staff.

The project was advertised for bid on the District's website and several other publications including the Union Tribune and San Diego Daily Transcript.

A non-mandatory Pre-Bid Meeting was held on March 18, 2008. A presentation was given by the District staff to explain the project and discuss any questions or concerns from the contractors. There were eight (8) contractors that attended the meeting. Meeting minutes were published as a part of Addendum No. 1.

Subsequently, one addendum was sent out to all bidders and planhouses to address questions and clarifications to the contract documents during the bidding period. Bids were publicly opened on April 3, 2008 with the following results:

<u>CONTRACTOR</u>	<u>TOTAL BID AMOUNT</u>
1 Telliard Construction	\$275,800
2 CDM Construction, Inc.	\$293,503
3 Healey Construction Co.	\$309,830
4 DRV Modular Contractors, Inc.	\$310,551
5 Blair Rasmussen Construction	\$312,990

The Engineer's Estimate was \$321,000.

The \$275,800 bid by Telliard was \$212,525 for the Reclamation Plant Office Building and \$63,275 for the Meter Shop Remodel portion.

The evaluation process included reviewing all bids submitted for conformance to the contract documents. The lowest bidder, Telliard, submitted a responsible bid and holds a Class A Contractor's license which expires on August 31, 2008. References were checked and Telliard was found to be a highly rated company. Staff also verified that it can comply with the bonding requirements for this project. Healey Construction Co. submitted a non-responsive bid. They did not submit bid estimates for items 10-18 within their bid proposal.

FISCAL IMPACT:



The total budget for CIP R2053, as approved in the FY2008 budget, is \$495,000. Total expenditures, plus outstanding commitments and forecast, are \$487,854. See Attachment B for budget detail.

The Project Manager anticipates that, based on the attached financial analysis, the CIP budget will be sufficient to support this project.

Finance has determined that 100% of the funding is available from the Betterment 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 the District will always be able to meet future water supply obligations and plan, design, and construct new facilities.

LEGAL IMPACT:

None.



General Manager

P:\WORKING\CIP R2053\Staff Reports\BD 05-07-08, Staff Report, RWCWRF Bid Award to Telliard, (RG-RR).doc

RG/RR:jf

Attachments: Attachment A
Attachment B
Exhibit A



ATTACHMENT A

SUBJECT/PROJECT: R2053-002103/003103	Award of a Construction Contract for the Ralph W. Chapman Wastewater Recycling Facility (RWCWRF)- R.O. Building & Meter Shop Remodel Project
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COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on April 16, 2008. 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.

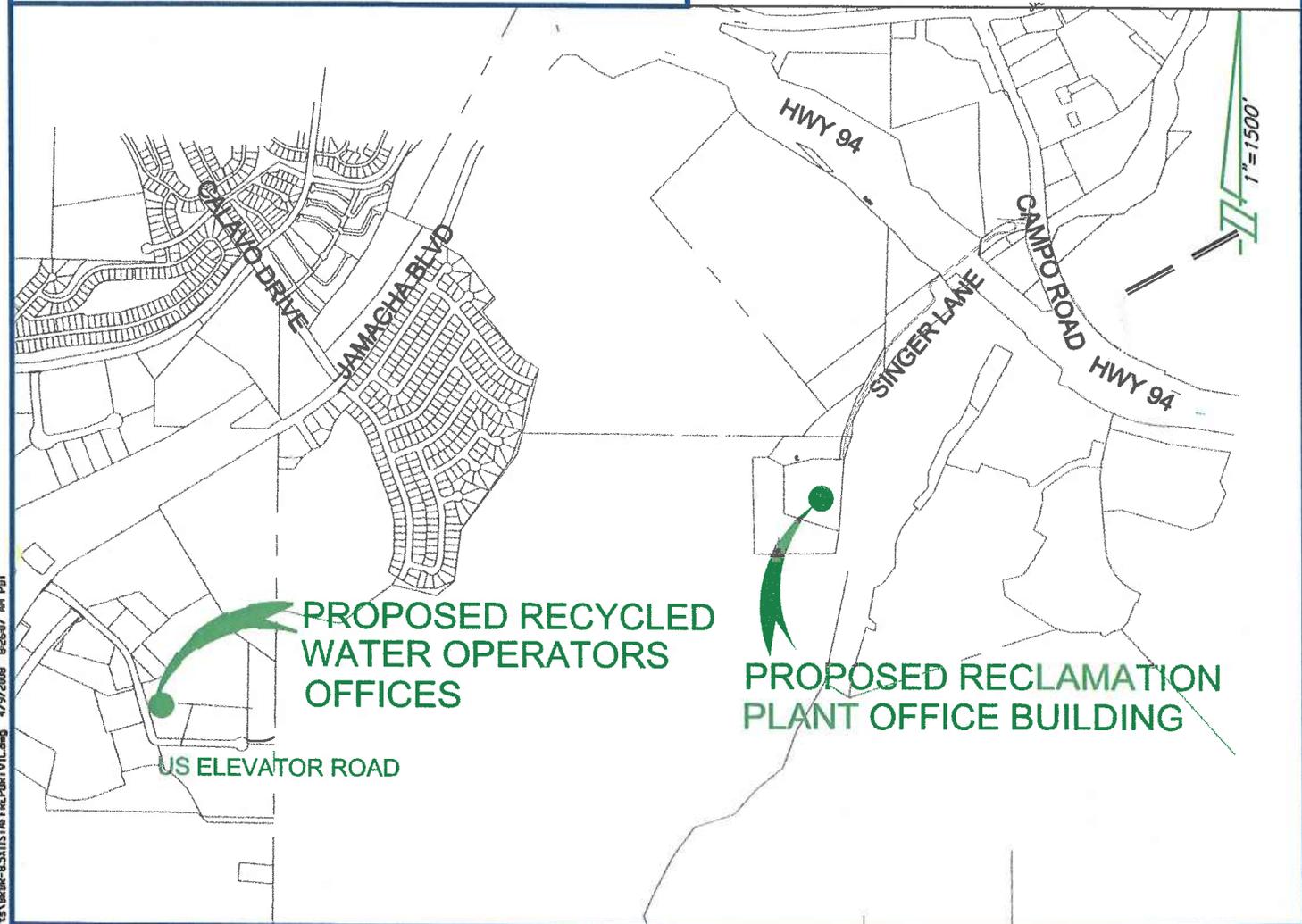
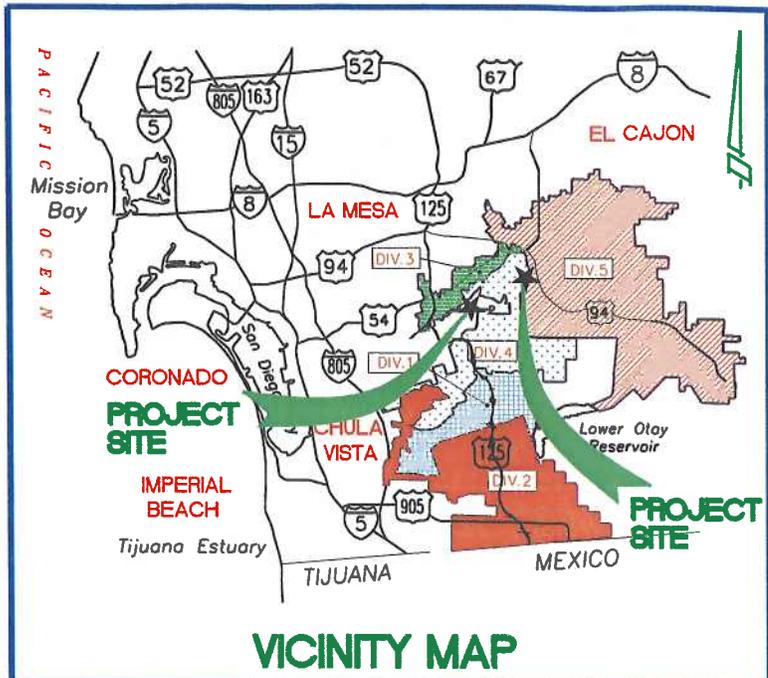


ATTACHMENT B

Otay Water District
R2053- RWCWRF - R.O. Building Remodel

Date Updated: April 07, 2008

<i>Budget</i>	<i>Committed</i>	<i>Expenditures</i>	<i>Outstanding Commitment & Forecast</i>	<i>Projected Final Cost</i>	<i>Vendor / Comments</i>
\$495,000					
Planning					
Labor	25,310	25,310		25,310	
Consultant Contracts	200	200	-	200	WILLIAMS SCOTSMAN INC
Office Supplies	6	6	-	6	PETTY CASH CUSTODIAN
Regulatory Agency fee	50	50	-	50	SAN DIEGO COUNTY
Subcontract	3,493	3,493	-	3,493	BOYLE ENGINEERING CORP.
	74	74	-	74	HELIX ENVIRONMENTAL PLANING
	14,975	14,975	-	14,975	MCGRAW/BALDWIN ARCHITECTS
Temporary Labor	59	59	-	59	PRIMARY FUNDING CORP.
	15	15	-	15	TEMPRO/SEDONA STAFFING
			-	-	
			-	-	
Total Planning	\$ 44,182	\$ 44,181	\$ -	\$ 44,181	
Design					
In House/Labor	76,873	76,873		76,873	
In House/Labor (future)				-	
Consultant Contracts	375	375	-	375	WILLIAMS SCOTSMAN INC
Other Agency Fees	45	45	-	45	PETTY CASH CUSTODIAN
Professional Legal Fees	265	265	-	265	BURKE, WILLIAMS & SORENSEN
	1,795	1,795	-	1,795	GARCIA CALEDRON & RUIZ LLP
Regulatory Agency fee	682	682	-	682	COUNTY OF SAN DIEGO
Service Contracts	7,500	4,125	3,375	7,500	AWBREY COOK MCGILL ARCHITECT
	670	670	-	670	COUNTY OF SAN DIEGO
	1,000	1,000	-	1,000	HARPER & ASSOCIATES
	1,606	-	1,606	1,606	MAYER REPROGRAPHICS
Total Design	\$ 90,811	\$ 85,830	\$ 4,981	\$ 90,811	
Construction					
In House/Labor	46,652	26,652	20,000	46,652	
Equipment Rental	830	830	-	830	PENHALL COMPANY
Materials	275	275	-	275	DIAMOND CONCRETE SUPPLY, INC.
	6	6	-	6	DIXIELINE LUMBER COMPANY
	480	480	-	480	HANSON AGGREGATES PACIFIC
	33	33	-	33	TIGER REPROGRAPHICS
	188	188	-	188	WESTBURNE SUPPLY INC.
Outside Services	40	40	-	40	SYCAMORE LANDFILL, INC.
Printing	3,718	3,718	-	3,718	OCB REPROGRAPHICS
Professional Legal Fees	42	42	-	42	GARCIA CALEDRON & RUIZ LLP
Service Contracts	783	783	-	783	SAN DIEGO DAILY TRANSCRIPTS
Subcontract	15	15	-	15	OTAY LANDFILL, INC.
Construction Contracts	275,800		275,800	275,800	Telliard Construction
Contingency (5%)	14,000		14,000	14,000	
Accpt-close-out	10,000		10,000	10,000	
			-	-	
Total Construction	\$ 352,862	\$ 33,062	\$ 319,800	\$ 352,862	
Grand Total	\$ 487,854	\$ 183,073	\$ 324,781	\$ 487,854	



OTAY WATER DISTRICT
 RALPH W. CHAPMAN WASTEWATER RECYCLING FACILITY
 R.O. BUILDING & METER SHOP REMODEL PROJECT
 LOCATION MAP

CIP R2053

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EXHIBIT A

AGENDA ITEM 4



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	May 7, 2008
SUBMITTED BY:	Ron Grunow <i>[Signature]</i> Senior Civil Engineer	PROJECT/ SUBPROJECT:	P2422/ 001102
	Daniel Kay <i>[Signature]</i> for DK Associate Civil Engineer	DIV. NO.	2
	Ron Ripperger <i>[Signature]</i> Engineering Manager		
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:	Approval of an Agreement between Otay Water District and California American Water District Regarding the Otay Valley Road Agency Interconnection		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board approves an agreement between the District and the California American Water District (Cal-Am) for modifications to, operation and maintenance of an existing metered interconnection, and to authorize the General Manager to execute the agreement. (See Exhibit A for project location). The agreement is attached as Exhibit B.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

That the Board authorizes the General Manager to enter into an agreement with Cal-Am to upgrade an existing interconnection to supply water to the District in the event of an emergency.

ANALYSIS:

The District has identified an opportunity for a beneficial need for

the rehabilitation of an existing interconnection between the two water districts. Currently, the existing interconnection provides water only to Cal-Am. By upgrading the interconnection with a bi-directional meter along with new Telemetry and a SCADA system, the District will then be able to receive water from Cal-Am in an emergency. An emergency situation is defined in the agreement under Section 1 (a).

Since only the District will benefit from the upgrades to the interconnection, both Cal-Am and the District have agreed in writing that the District would pay 100% of the cost to upgrade the facility. The District and Cal-Am will share equally in the costs for future operation and maintenance of the facility. The total cost for design, staff time and construction for upgrades to the facility is estimated at \$85,000.

The facility will be used mainly when the District experiences an emergency situation. In previous outages and emergencies, these minor interconnections have proven to provide increased reliability and flexibility.

FISCAL IMPACT:

The total budget for CIP P2422, as approved in the FY2008 budget, is \$300,000. Expenditures to date are \$42,150. Staff time expenditures to execute the terms of the agreement will be minor. The Project Manager has determined that the remaining budget amount is sufficient.

Finance has determined that 100 percent of the funding for this project will be available from the Replacement Funds.

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

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RG/DK/RR:jf

Attachments: Attachment A
Exhibit A
Exhibit B



ATTACHMENT A

SUBJECT/PROJECT: P2422/ 001102	Approval of an Agreement between Otay Water District and California American Water District Regarding the Otay Valley Road Agency Interconnection
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COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on April 16, 2008. 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.

EXHIBIT B

AGREEMENT FOR EMERGENCY INTERCONNECTION BETWEEN OTAY WATER DISTRICT AND CALIFORNIA AMERICAN WATER COMPANY

This Agreement is made and entered into as of _____, 2008, by and between Otay Water District, a Municipal Water District organized and existing pursuant to Water Code Section 71000 et seq, (hereinafter "Otay") and California American Water Company (hereinafter referred to as "Cal-American").

RECITALS

- A. Otay is the owner of a water system including reservoirs and other works for the distribution of water to its customers. Otay's water system includes water mains and other facilities which presently extend to or are in close proximity of the boundaries of the Cal-American service area in the vicinity of Otay Valley Road and Rios Avenue in the City of Chula Vista, California.
- B. Cal-American's system includes water mains which intersect or are in close proximity to the aforementioned Otay transmission mains.
- C. There currently exists an interconnection between the Otay and Cal-American systems, whereby Otay can provide Cal-American with emergency water service.
- D. Otay and Cal-American desire by this Agreement to modify the existing emergency interconnection and provide emergency water service connections to each other (moved to paragraph 2, below)

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Delivery. In emergency situations, as defined below in Section 1 (a), and when requested by either district pursuant to the terms of this Agreement, the supplying district shall supply treated water through its facilities to the interconnection located as shown in the following Exhibit A, attached hereto and incorporated herein. Both districts shall use their best efforts to provide 24 hours written advance notice of the need for such emergency interconnection and in all cases shall notify the supplying district prior to actual use. The supplying district shall operate the interconnection.
 - a. "Emergency", Defined. An "emergency" is defined as any sudden unexpected occurrence that significantly reduces available water so as to jeopardize the health and/or safety of the public.
 - b. "Surplus Capacity", Defined. "Surplus Capacity" is defined as the amount of water, as determined by Cal-American and Otay in excess of the amount necessary to the demand of the Cal-American and Otay systems.
2. Ability to Supply Water. Neither district guarantees that surplus capacity, as defined above in section 1(b), will be available at the time an emergency situation occurs. To the extent that surplus capacity is available, as determined in the sole

EXHIBIT B

discretion of the supplying district with no undue burden on its water consumers, the receiving district may utilize the interconnection(s) described in Exhibit A to the extent of such availability.

The water service connections provided by this Agreement are not and shall not be used to provide a supplemental or additional water supply to meet the growth in demand not already addressed in the Water Resource Master Plans for either district.

3. Design and Construction. Otay shall be responsible for the design and construction of the emergency interconnection modification. The design and specifications shall conform to the Water Agency Standards (WAS). Items that are not covered by the WAS, shall be subject to Otay's and Cal-American's mutual approval. Otay shall furnish all materials and hire a contractor to perform all construction work necessary to make all connections, in accordance with approved plans and specifications.
4. Estimation of Quantity of Water Delivered. If water is to be delivered under the terms of this Agreement, the estimated quantity of water to be delivered shall be mutually agreed upon by the two parties prior to its delivery.
5. Payment for Water Delivered. If water is delivered under the terms of this Agreement, the supplying party will report the amount of water that has been supplied through a meter to the receiving party and to the Agency for credit within ten (10) calendar days of receipt of delivered water. The Agency will bill this amount to the receiving party and credit this amount to the supplying party. The cost of the water delivered through the emergency interconnection shall be the Agency's treated water rate in effect at the time of delivery.
6. Maintenance. Otay and Cal American shall be responsible for the maintenance and operation costs of the valve(s) connecting to their respective systems as shown in Exhibit A, attached hereto and incorporated herein. Maintenance, repair, or operation costs for the interconnection facility shall be the responsibility of the district identified in Exhibit A. Each district shall be solely responsible for any costs associated with its respective pipeline leading up to the interconnection, and Otay is responsible for 100% of all costs of any repair, relocation, abandonment, or modification of the connection itself (vault, meter, etc.)
7. Water Quality. Neither district warrants the quality of treated water delivered through any emergency interconnection established pursuant to this Agreement.
8. Access. During the term of this Agreement, authorized representatives of both districts shall be granted reasonable access to the facilities and property of the other district for the purpose of establishing emergency interconnections pursuant to this Agreement.
9. Indemnification. Each party shall be responsible for the willful misconduct and negligent acts or omissions of its officers, directors, agents, employees, and

EXHIBIT B

subcontractors. Each party shall indemnify, hold harmless, and defend the other from and against all claims, demands, and liabilities for bodily injury, property damage, or other damages caused by the willful or negligent act or omission of the indemnifying party or its officers, directors, agents, employees, or subcontractors.

11. Integration. This Agreement and any and all Exhibits to it, represents the entire understanding of both districts as to those matters contained in it, and supersedes and cancels any prior oral or written understandings, promises or representations with respect to those matters covered in it. This Agreement may not be modified or altered except in writing signed by both districts.
12. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.
13. Termination. Either party may terminate this Agreement upon thirty (30) days written notice. In the event of termination, Cal-American and Otay will be responsible for 50% each of the total costs of disconnecting or removing connections. Salvaged metering devices, valves, and hardware shall remain the property of the responsible district as shown on Exhibit A.
14. Notice. 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, certified mail, return receipt requested, postage prepaid, addressed to:

General Manager, Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, CA 91978-2096

General Manager, California American Water Company
1019 Cherry Avenue
Imperial Beach, CA 91932

and shall be effective upon receipt thereof.

15. Severability. In the event any one of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

EXHIBIT B

16. Assignment. In no event shall this Agreement be assigned by either party without first obtaining the prior written consent of the other party.
17. Waiver. No covenant, term or condition of this Agreement shall be deemed to be waived by any party hereto unless such waiver is in writing and executed by the party making the waiver. No waiver of any breach of any of the terms, covenants, or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition contained herein.
18. Execution of Agreement. This Agreement shall not be deemed to have been accepted and shall not be binding upon either district until duly authorized officers of both parties have executed it. This agreement may not be modified or altered except in writing, signed by both districts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

By: _____
Mark Watton, General Manager
Otay Water District

By: _____
Tom Bunosky, VP of Operations
California American Water Company

Approved as to form:

By: _____
General Counsel
Otay Water District

ND: 4851-8607-3345, v. 3

AGENDA ITEM 5



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	May 7, 2008		
SUBMITTED BY:	Ron Grunow <i>R. Grunow</i> Senior Civil Engineer	PROJECT/ SUBPROJECT:	P2422/ 001102	DIV. NO.	5
	Daniel Kay <i>D. Kay</i> Associate Civil Engineer				
	Ron Ripperger <i>R. Ripperger</i> Engineering Manager				
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:	Approval of an Agreement between Otay Water District and Helix Water District Regarding the Sir Francis Drake Drive Agency Interconnection				

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (Otay) Board approves an agreement between Otay and the Helix Water District (Helix) for construction, operation, and maintenance of a new metered interconnection, and to authorize the General Manager to execute the agreement. (See Exhibit A for project location). The agreement is attached as Exhibit B.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

That the Board authorizes the General Manager to enter into an agreement with Helix to establish a new interconnection to supply water to Otay in the event of an emergency.

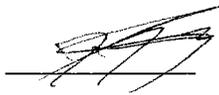
ANALYSIS:

Otay has identified an opportunity and a beneficial need for a new interconnection in Sir Francis Drake Drive between the two water districts. The proposed interconnection would only benefit Otay in the event of an emergency situation by allowing water to be transferred from Helix's system to Otay's. An emergency situation is defined in the agreement under Section 1 (a).

Since only Otay will benefit from the interconnection, both Helix and Otay have agreed in writing that Otay would pay 100% of the cost of construction, operation, and maintenance of the facility. The total cost for design, staff time, and construction for upgrades to the facility is estimated at \$95,000.

The facility will mainly be used when the District experiences an emergency situation. In previous outages and emergencies, these minor interconnections have proven to provide increased reliability and flexibility.

FISCAL IMPACT:



The total budget for CIP P2422, as approved in the FY2008 budget, is \$300,000. Expenditures to date are \$42,150. Staff time expenditures to execute the terms of the agreement will be minor. The Project Manager has determined that the the remaining budget amount is sufficient.

Finance has determined that 100 percent of the funding for this project will be available from the Replacement Funds.

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

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RG/DK/RR:jf

Attachments: Attachment A
Exhibit A
Exhibit B



ATTACHMENT A

SUBJECT/PROJECT: P2422/ 001102	Approval of an Agreement between Otay Water District and Helix Water District Regarding the Sir Francis Drake Drive Agency Interconnection
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COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on April 16, 2008. The Committee supported Staff's recommendation.

NOTE:

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ATTACHMENT A

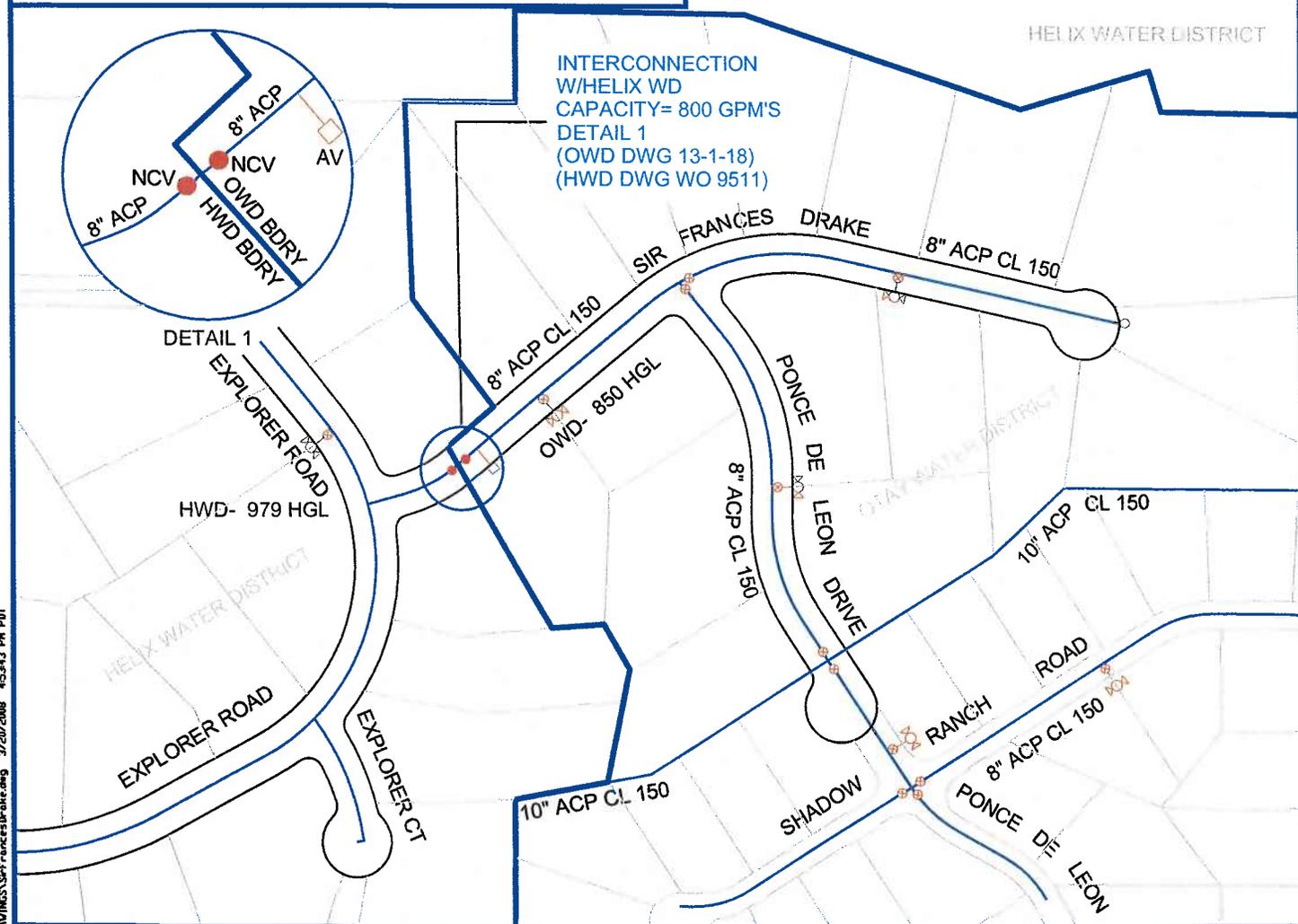
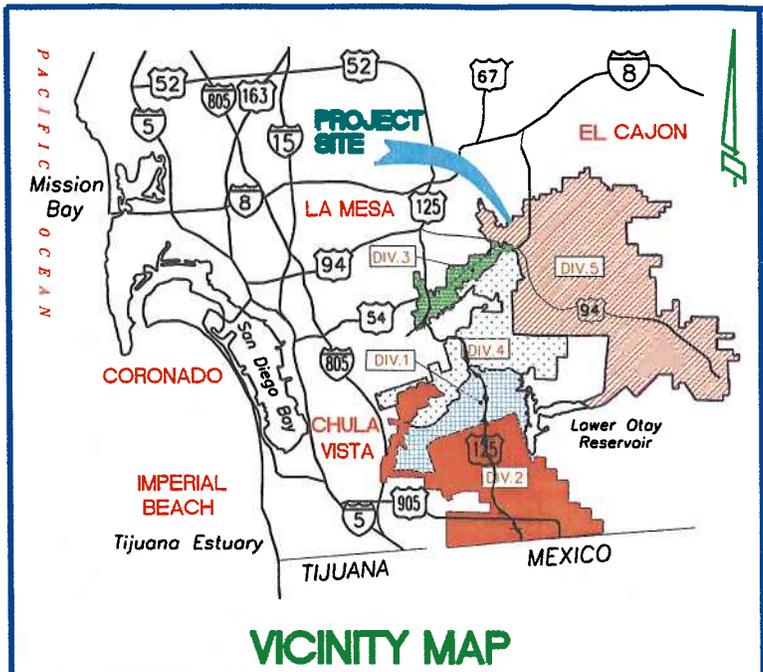
SUBJECT/PROJECT: P2422/ 001102	Approval of an Agreement between Otay Water District and Helix Water District Regarding the Sir Francis Drake Drive Agency Interconnection
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COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on April 16, 2008. The Committee supported Staff's recommendation.

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OTAY WATER DISTRICT
 SIR FRANCES DRAKE DRIVE / EXPLORER ROAD
 INTERCONNECTION
 WITH HELIX WATER DISTRICT

P2422

EXHIBIT A

EXHIBIT B

OWD CIP P2422 / Helix WO 1841

AGREEMENT FOR EMERGENCY INTERCONNECTION BETWEEN OTAY WATER DISTRICT AND HELIX WATER DISTRICT

This Agreement is made and entered into as of _____, 2008, by and between Otay Water District, a Municipal Water District organized and existing pursuant to Water Code Section 71000 et seq, (hereinafter "Otay") and Helix Water District, an Irrigation District organized and existing under the Irrigation District Law of the State of California, Water Code Section 20500 et seq, (hereinafter referred to as "Helix"). Otay and Helix are collectively referred to herein as the "Parties."

RECITALS

- A. Otay and Helix are member agencies of the San Diego County Water Authority (hereinafter referred to as "Authority"), and are retail water purveyors that receive water from the Authority.
- B. Authority is the regional wholesale water purveyor organized and existing under the County Water Authority Act of the State of California (Chapter 45, Water Code-Appendix).
- C. Otay desires and Helix is amenable to, pursuant to the terms and conditions of this Agreement, provide emergency water service connections to from Helix to Otay; such water service connections are not and shall not be used to provide a supplemental or additional water supply to meet the growth in demand not already addressed in the Water Resource Master Plans for either Party.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Delivery. In an Emergency, as defined below in Section 1 (a), Helix shall supply treated water through its facilities to the interconnection located as shown in the following Exhibit A, attached hereto and incorporated herein, when requested by Otay pursuant to the terms of this Agreement. Otay shall use its best efforts to provide 24 hours written advance notice of the need for such emergency interconnection and in all cases shall notify Helix prior to actual use. Otay shall operate the interconnection.
 - a. "Emergency", Defined. An "emergency" is defined as any sudden unexpected occurrence that significantly reduces available water so as to jeopardize the health and/or safety of the public.

EXHIBIT B

- b. “Surplus Capacity”, Defined. “Surplus Capacity” is defined as the amount of water, as determined by Helix or Otay, respectively, in excess of the amount necessary to satisfy the demand of the supplying party.
2. Ability to Supply Water. Neither District guarantees that Surplus Capacity, as defined above in Section 1(b), will be available at the time an emergency situation occurs. To the extent that Surplus Capacity is available, in the sole discretion of the supplying Party with no undue burden on its water consumers, the receiving Party may utilize the interconnection(s) described in Exhibit A to the extent of such availability.
3. Design and Construction. Otay shall fund all costs of the design and construction of the rehabilitation of the emergency interconnection, and of all work related to the interconnection as set forth herein. The design and specifications shall conform to the Water Agency Standards (WAS). Items that are not covered by the WAS, shall be subject to Otay’s and Helix’s mutual approval. Otay shall act as the lead agency for purposes of the California Environmental Quality Act. Otay shall furnish all materials and hire a contractor to perform all construction work necessary to make all connections, in accordance with approved plans and specifications. Upon completion, Otay shall provide Helix with “As-built” record drawings of the interconnection and provide any amendments to these drawings as they are developed.
4. Estimation of Quantity of Water Delivered. If water is to be delivered under the terms of this Agreement, the estimated quantity of water to be delivered and duration shall be mutually agreed upon by the two Parties prior to delivery of any water by the supplying Party.
5. Payment for Water Delivered. If water is delivered under the terms of this Agreement, the supplying Party will report the amount of water that has been supplied through a meter to the receiving Party and to the Authority. It is the Parties intention that the Authority will credit the supplying Party the cost of the water and the receiving Party will be billed this amount by the Authority. If the Authority is unable or unwilling to credit the supplying Party and bill the receiving Party appropriately, the receiving Party shall pay the supplying Party within 30 days of receiving written notice of the cost of the water. The cost of the water delivered through the emergency interconnection shall be the Authority’s treated water rate in effect at the time of delivery.
6. Maintenance. Otay and Helix shall be responsible for the maintenance and operation costs of the valve(s) connecting to their respective systems as shown in Exhibit A, attached hereto and incorporated herein. Maintenance, repair, or operation costs for the interconnection facility shall be the responsibility of Otay. Otay shall be solely responsible for any costs associated with the pipelines leading up to the interconnection, and responsible for 100% of all costs of any repair, relocation, abandonment, or modification of the connection itself (vault, meter, etc.).

EXHIBIT B

7. Water Quality. Neither District warrants the quality of treated water delivered through any emergency interconnection established pursuant to this Agreement.
8. Access. During the term of this Agreement, authorized representatives of both Parties shall be granted access to the facilities and property of the other party for the purpose of establishing emergency interconnections pursuant to this Agreement.
9. Indemnification. Each party shall be responsible for the willful misconduct and negligent acts or omissions of its officers, directors, agents, employees, and subcontractors. Each party shall indemnify, hold harmless, and defend the other from and against all claims, demands, and liabilities for bodily injury, property damage, or other damages caused by the willful or negligent act or omission of the indemnifying party or its officer, directors, agents, employees, or subcontractors.
10. Term. The term of this Agreement shall be from the date of its execution for a period of ten (10) years ("Term"), unless terminated prior to that time pursuant to the terms of this Agreement. The Agreement may be extended for one (1) additional and successive ten (10) year period, or such term as may be mutually agreed upon by the Parties based upon Helix and Otay's needs. Either Helix or Otay may exercise this option by providing written notice to the other District, one hundred and eighty (180) days prior to the expiration of the term of this Agreement. The renewal of the Agreement shall require the approval of the Board of Directors of both the Otay Water District and Helix Water District, which approval shall not unreasonably be withheld.
11. Integration. This Agreement and any and all Exhibits to it, represents the entire understanding of the Parties as to those matters contained in it, and supersedes and cancels any prior oral or written understandings, promises or representations with respect to those matters covered in it. This Agreement may not be modified or altered except in writing signed by both Parties.
12. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.
13. Termination. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Otay will be responsible for 100% of the total costs of disconnecting or removing connections. Helix shall be responsible of the cost of the removal of the valve that is connected to its system only. Salvaged metering devices, valves, and hardware shall remain the property of Otay.

EXHIBIT B

14. Notice. 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, certified mail, and return receipt requested, postage prepaid, addressed to:

General Manager, Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, CA 91978-2096

General Manager, Helix Water District
Helix Water District
7811 University Avenue
La Mesa, CA 91941-4927

and shall be effective upon receipt thereof.

15. Severability. In the event any one of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.
16. Assignment. In no event shall this Agreement be assigned by either party without first obtaining the prior written consent of the other party.
17. Waiver. No covenant, term or condition of this Agreement shall be deemed to be waived by any party hereto unless such waiver is in writing and executed by the party making the waiver. No waiver of any breach of any of the terms, covenants, or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition contained herein.
18. Execution of Agreement. This Agreement shall not be deemed to have been accepted and shall not be binding upon either District until duly authorized officers of both parties have executed it. This agreement may not be modified or altered except in writing, signed by both Parties.
19. Amendment of Agreement. Either Helix or Otay may give notice that they wish to amend this Agreement at any time with thirty (30) calendar days written notice. Any amendments will have to be mutually agreed upon by both Helix and Otay in writing.

[signatures continued on next page]

EXHIBIT B

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

By: _____
Mark Watton, General Manager
Otay Water District

By: _____
Mark Weston, General Manager
Helix Water District

Approved as to form:

By: _____
General Counsel
Helix Water District

AGENDA ITEM 6



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	May 7, 2007
SUBMITTED BY:	Damon Braden <i>ML for DB</i> Senior Civil Engineer	PROJECT / SUBPROJECT:	P2185 DIV. 5 003013 NO.
	Ron Ripperger <i>WR</i> Engineering Manager		
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:	Change Order No. 4 to the Agreement with Pacific Hydrotech Corporation for Construction of the 640-1 and 640-2 Reservoirs Project		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board approves Change Order No. 4 to the existing contract with Pacific Hydrotech Corporation (Pacific Hydrotech) for construction of the 640-1 and 640-2 Reservoirs Projects in the amount of <\$4,846>. (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. 4 (See Exhibit B) for <\$4,846> to the contract with Pacific Hydrotech.

ANALYSIS:

At the December 6, 2006 Board Meeting, Pacific Hydrotech was awarded the construction agreement for the 640-1 and 640-2 Reservoirs Project. The project construction began in January 2007 and is currently progressing well. Overall, construction is 80% complete. Construction completion is scheduled for November 2008.

Change Order No. 4 is comprised of three items. Item 1 is related to additional excavation for vaults and tie-in locations. Subsequent to potholing it was discovered that the elevations shown on the plans for various piping connections was incorrect and the existing piping was deeper than originally indicated. It was not practical to pothole these connections during design due to the depth of the piping. The additional shoring and excavation required to make the connections amounts to \$60,154. Item 2 consists of a deletion of the "Regulated Waste Material Removal and Disposal" bid allowance. Based on the progress of the work it is foreseen that this bid item will not be utilized and a decrease in the contract amount of <\$50,000> is requested. Item 3 consists of a deletion for the "Specialist in Hazardous or Regulated Waste Material Identification with Equipment" bid allowance. As with Item 2, based on the progress of the work, it is foreseen that this bid item will not be utilized and a decrease in the contract amount of <\$15,000> is requested.

The project's construction management team, RBF Consulting (RBF), reviewed the costs submitted by the contractor for Item 1, as well as for Items 2 and 3, and found that the price was reasonable for the scope of work involved. Based on the above analysis Staff recommends approving Change Order No. 4 for a net decrease in the contract amount of <\$4,846>.

FISCAL IMPACT:



The approved total budget for CIP P2185 is \$29,500,000. Expenditures to date are \$22,175,585. Total commitments to date, including this Change Order, are approximately \$28,998,876. See Attachment B for budget detail.

The Project Manager anticipates that, based on the attached financial analysis, the budget will be sufficient to support this project. This change order reduces the contract amount by <\$4,846>.

As determined by Finance, funding for this project is available from the Expansion Fund (53%) and the Betterment Fund (47%).

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 No. 1 - Community and Governance, and No. 5 - Potable Water, by maintaining proactive and productive relationships with the project stakeholders and by guaranteeing that the District will provide for current and future water needs.

LEGAL IMPACT:

None.



General Manager

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Pac Hydrotech CO4 Draft HDB 040708.doc

HDB/RR/RP:jf

Attachments: Attachment A
Attachment B
Exhibit A
Exhibit B



ATTACHMENT A

SUBJECT/PROJECT: P2185-003103	Change Order No. 4 to the Agreement with Pacific Hydrotech Corporation for Construction of the 640-1 and 640-2 Reservoirs Project
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COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on April 16, 2008. 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

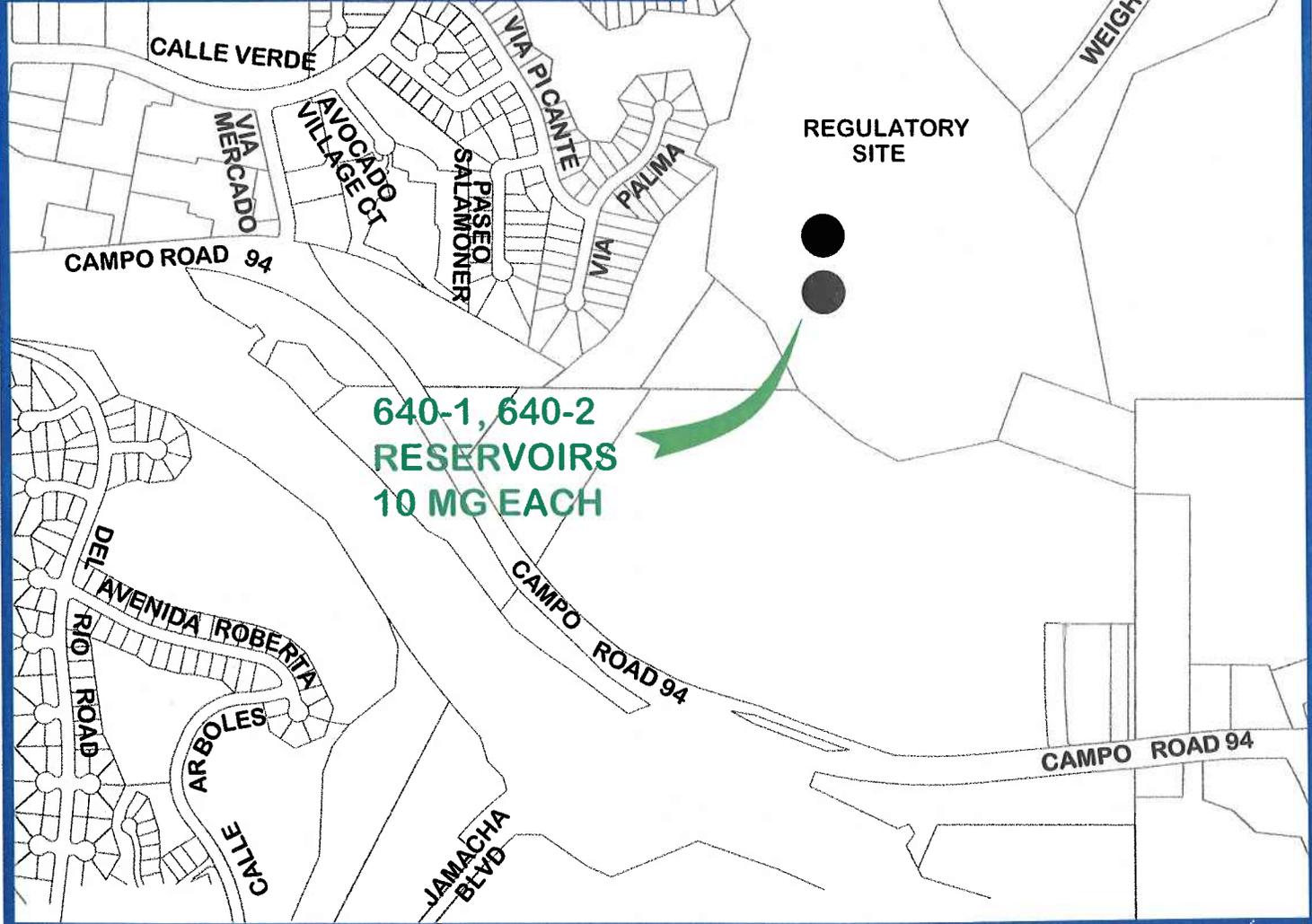
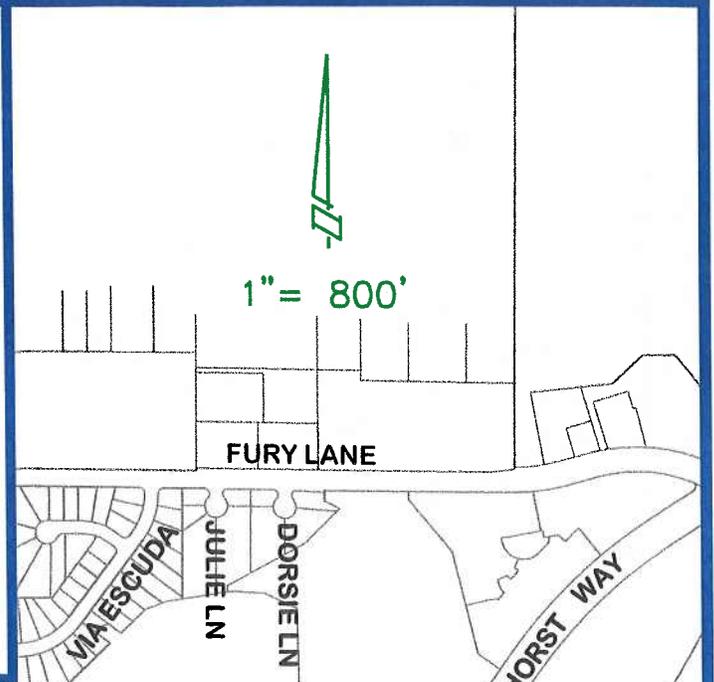
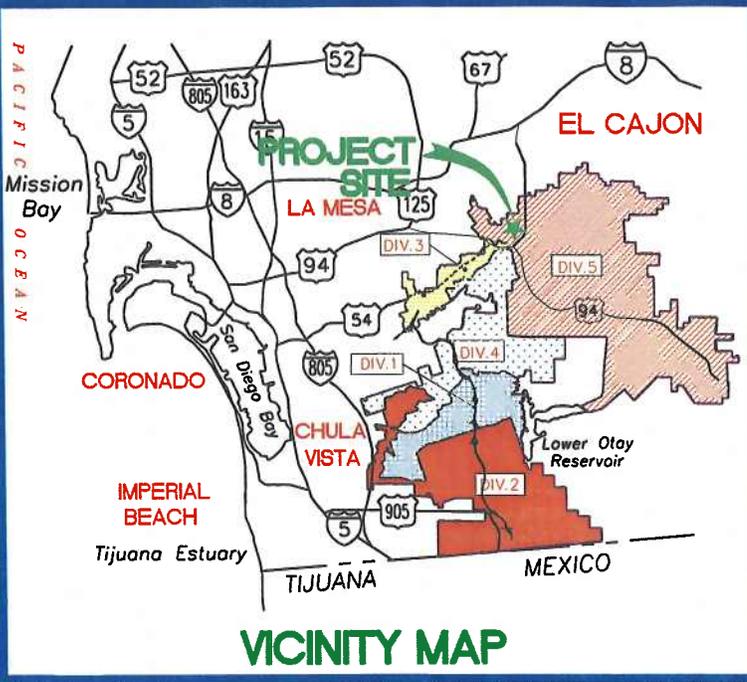
SUBJECT/PROJECT:	Change Order No. 4 to the Agreement with Pacific Hydrotech Corporation for Construction of the 640-1 and 640-2 Reservoirs Project
P2185-003103	

Otay Water District
P2185 - Res - 640-1 Reservoir 20.0 MG

Date Updated: April 08, 2008

Budget \$29,500,000	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor / Comments
Planning					
Studies				-	
In House/Labor	106,119	106,119		106,119	
Printing	224	224	-	224	Tiger Reprographics
Office Supplies	25	25	-	25	Petty Cash Custodian
Consultant Contracts	810,734	810,734	-	810,734	Infrastructure Engineering Corp
	750	750	-	750	San Diego Gas & Electric
Professional & Legal Fees	467	467	-	467	Garcia, Calderon & Ruiz
Subcontract	175,784	175,784	-	175,784	
	153,832	153,832	-	153,832	
Chemical Feed Systems	6,169	6,169	-	6,169	Core-rosion Products
	362	362	-	362	Bob Turner's Crane Services Inc.
Service Contracts	64	64	-	64	Sedona Staffing
Postage	27	27	-	27	Fed-Ex
Land/Easement Acquisition	39,000	39,000	-	39,000	Wildlands Inc
Total Planning	\$ 1,293,556	\$ 1,293,556	\$ -	\$ 1,293,556	
Design					
In House/Labor	306,226	306,226		306,226	
Consultant	4,705	4,705	-	4,705	WRA & Associates
Subcontract	8,500	8,500	-	8,500	E & J Weed Abatement Co.
	682	682	-	682	Environmine
	7,800	7,800	-	7,800	Fire Prevention Services Inc.
	600	600	-	600	Pacific Southwest Biological
	9,711	9,711	-	9,711	John Powell & Associates
Regulatory Agency Fee	1,250	1,250	-	1,250	State of California
Office Supplies	15	15	-	15	Petty Cash Custodian
Materials	537	537	-	537	Traffic Control Services Inc
	152	152	-	152	Allied Trench Shoring Services
Service Contracts	15,168	15,168	-	15,168	OCB Reprographics
	2,228	2,228	-	2,228	Mcgraw-Hill Construction
	528	528	-	528	San Diego Daily Transcript
	2,225	2,225	-	2,225	Union Tribune Publishing
Advertise and Award			-	-	
Total Design	\$ 360,326	\$ 360,326	\$ -	\$ 360,326	
Construction					
In House/Labor	1,033,694	233,694	800,000	1,033,694	
Subcontract	118,929	118,929	-	118,929	Boyle Engineering
Materials	122	122	-	122	Office Depot
	5,466	5,466	-	5,466	National Waterworks Inc.
Temporary Labor	383	383	-	383	Sedona Staffing
Shipping	21	21	-	21	Fed-Ex
Consultant Contracts	31,266	18,229	13,037	31,266	Infrastructure Engineering Corp
	1,196,735	780,630	416,105	1,196,735	RBF Consulting
Construction Contracts	23,377	23,377	-	23,377	San Diego Gas & Electric
	24,888,450	19,339,455	5,548,995	24,888,450	Pacific Hydrotech Corporation
C.O. #4	(4,846)		(4,846)	(4,846)	C.O. #4 Pacific Hydrotech
Professional & Legal Fees	258	258	-	258	Burke Williams & Sorensen LLP
	487	487	-	487	Garcia, Calderon & Ruiz
Service Contracts	650	650	-	650	San Diego Daily Scripts
Acct/close-out	50,000.00		50,000.00	50,000.00	
Total Construction	\$ 27,344,993	\$ 20,521,702	\$ 6,823,291	\$ 27,344,993	
Grand Total	\$ 28,998,876	\$ 22,175,585	\$ 6,823,291	\$ 28,998,876	

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OTAY WATER DISTRICT
 640-1 & 640-2 RESERVOIRS
 CHANGE ORDER NO. 4 WITH PACIFIC HYDROTECH

LOCATION MAP

CIP P2185

EXHIBIT A

EXHIBIT B

OTAY WATER DISTRICT

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

CONTRACT/P.O. CHANGE ORDER No. 4

PROJECT/ITEM: 640-1 (10MG) & 640-2 (10MG) Reservoirs

CONTRACTOR/VENDOR: Pacific Hydrotech Corporation

REF.CIP No.: P2185-003103

APPROVED BY: Board:

REF. P.O. No: 705704

REF. W.O. No.: 30018

DATE: 04/03/2008

DESCRIPTION:

See attached page 2 of 2 for continuation.

REASON:

See attached page 2 of 2 for continuation.

CHANGE P.O. TO READ:

Revise Contract to deduct \$4,845.56 and 0 days time for a total Contract amount of \$24,892,361.87 with a Contract Duration of 668 Calendar Days.

ORIGINAL CONTRACT/P.O. AMOUNT:	\$	24,894,000.00
ADJUSTED AMOUNT FROM PREVIOUS CHANGE:	\$	24,888,450.10
TOTAL COST OF THIS CHANGE ORDER:	\$	(4,845.56)
NEW CONTRACT/P.O. AMOUNT IS:	\$	24,892,361.87
ORIGINAL CONTRACT COMPLETION DATE:		Sep 6, 2008
CONTRACT/P.O. TIME AFFECTED BY THIS CHANGE:		0 days
CONTRACT COMPLETION DATE:		Nov 13, 2008

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: Pacific Hydrotech Corporation

314 E 3rd Street, Perris, CA 92570

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 004</u> This Change Order provides for additional costs for potholing, engineered shoring, excavation, shoring installation, soil removal and backfill due to increased actual utility depth, per RFP 006.	\$60,154.44	\$0.00	0
<u>Item No. 2:</u> This Change Order decreases the amount allocated for Bid Item 12, Regulated Waste Material Removal and Disposal by \$50,000.00 to a new authorized amount of \$0.00.		\$50,000.00	0
<u>Item No. 3:</u> This Change Order decreases the amount allocated for Bid Item 13, Specialist in Hazardous or Regulated Material Identification with Equipment by \$15,000.00 to a new authorized amount of \$0.00.		\$15,000.00	0
Sub Total Amount	\$60,154.44	\$65,000.00	0
Total Net Change Order Amount	<u>(\$4,845.56)</u>		

Revisions to: BID SCHEDULE

Item #	Description	Quantity	Unit	Unit Price	Amount
12	Regulated Waste Material Removal and Disposal	LS	LS	LS	0.00
13	Specialist in Hazardous or Regulated Material Identification with Equipment	LS	LS	LS	0.00

Reason:

Item No. 1: RFP 004

Subsequent to potholing it was discovered that the 42-inch connection shown on Dwg P-9 was 6 feet deeper than indicated on the drawings and the 36-inch connection shown on Dwg. P-13 was 7 feet deeper than indicated on the drawings. These additional depths resulted in the Contractor having to secure and install engineered shoring due to actual depths in excess of 20 feet deep. The actual conditions resulted in additional excavation, a more costly type of shoring system than anticipated and increased complexity of work. This Change Order is required to compensate the Contractor for the additional costs resulting from connection depths in excess of 20 feet deep.

Item No. 2:

The Contract Allowance Bid Item, Item No. 12, Regulated Waste Material Removal and Disposal, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 3:

The Contract Allowance Bid Item, Item No. 13, Specialist in Hazardous or Regulated Material Identification with Equipment, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

CHANGE ORDER LOG

640-1 (10MG) & 640-2 (10MG) Reservoirs

P2185
WO NO. 30018

C.O.	AMOUNT	APPROVED		DESCRIPTION	TYPE C.O.
		BY	DATE		
1	\$116,562.26	Board	7/30/2007	1. Differing Site Condition beneath Tank 2 and Modified Soil Backfill Requirements	Differing Site Condition
2	(\$122,112.16)	Board	8/23/2007	1. Increased pipe wall thickness for inlet/outlet pipelines. 2. Decrease BI 14 Suspension of Blasting Operations	Design Change
3	\$8,757.33	Manager	3/14/2008	1. Security Guard (50% cost) from 06/22/2007 to 10/22/2007 2. 5 Rain Days for 02/2007	Differing Site Condition
4	(\$4,845.56)	Board		1. Deep Tie-ins Decrease BI 12 Reg Waste Mat Removal and Disposal 3. Decrease BI 13 Specialist in HAZ and REG Waste	Differing Site Condition
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Total C.O.'s To Date:	(\$1,638.13)	-0.01%
Original Contract Amount:	\$24,894,000.00	
Current Contract Amount:	\$24,892,361.87	

Change Order Breakdown for the Month:

Month	Net C.O.\$	Limit	Authorization	Absolute C.O.\$	Absolute C.O. %
4/08	\$0.00	\$5,000/5%	PM/Supervisor	\$0.00	0.0%
		\$10,000/5%	Manager	\$0.00	0.0%
		\$21,000/20%	Chief	\$0.00	0.0%
		\$50,000/30%	GM	\$0.00	0.0%



**Otay Water District
40-1 (10MG) & 640-2 (10MG) Reservoirs
Budgetary Analysis**

Bid Item	Bid Item Description	Base Contract				Change Order No. 4			
		Quantity	Unit	Unit Cost	Total	Quantity Modification	Running Quantity Total	CO Value	New Contract Value
1	Mobilization, Bonds, Permits, and Demobilization	1	LS	\$714,000	\$714,000.00				\$714,000.00
2	Two (2) 10 MG Prestressed Concrete Reservoirs	1	LS	\$7,836,000	\$7,836,000.00				\$7,836,000.00
3	Prestressing for two (2) Concrete Reservoirs	1	LS	\$2,565,000	\$2,565,000.00				\$2,565,000.00
4	Mass Grading	1	LS	\$3,460,000	\$3,460,000.00				\$3,460,000.00
5	Regulatory Site Improvements	1	LS	\$8,983,000	\$8,983,000.00				\$8,983,000.00
6	Potholing	1	LS	\$14,000	\$14,000.00				\$14,000.00
7	SWPPP	1	LS	\$39,000	\$39,000.00				\$39,000.00
8	Record Drawings	1	LS	\$2,000	\$2,000.00				\$2,000.00
9	Construct Desilting Basin	1	LS	\$181,000	\$181,000.00				\$181,000.00
10	Cost Loaded Schedule	1	LS	\$100,000	\$100,000.00				\$100,000.00
11	Soundwall Barrier Allowance	NA	NA	\$30,000	\$40,000.00				\$40,000.00
12	Regulated Waste Material Removal and Disposal	NA	NA	\$60,000	\$50,000.00			(\$50,000.00)	\$0.00
13	Specialist in Hazardous or Regulated Material Identification with Equipment	100	Hr	\$150	\$15,000.00			(\$15,000.00)	\$0.00
14	Unknown and/or Unidentified Utilities	NA	NA	\$430,000	\$650,000.00				\$650,000.00
15	Suspension of Blasting Operations	20	Days	\$10,000	\$200,000.00				\$0.00
16	Allowance for Potholing	4	EA	\$1,250	\$45,000.00				\$45,000.00
			EA	\$250,000	\$0.00				
			EA	\$10,000	\$0.00				
RFP									
1	Earthwork Modifications								\$116,552.26
2	Pipe Thickness Increase								\$77,887.84
4	Security Guard								\$8,757.33
								\$80,184.44	\$80,184.44
Total Contract Value					\$24,894,000.00				
Change Order Value									
Cumulative Change Order Total							(\$4,846.56)	(\$1,038.13)	
Change Order Rate (Percentage)					0.00%	-0.01%			

REQUEST FOR PROPOSAL #06

Date:	<u>March 18, 2008</u>	Project Name:	<u>Otay 640-1 & 640-2 Reservoirs</u>
To:	<u>Pacific Hydrotech Corporation</u>	C.I.P. No.:	<u>P2185</u>
	<u>314 E 3rd Street</u>	Contractor:	<u>Pacific Hydrotech Corporation</u>
	<u>Perris, CA 92570</u>	W.O. No.:	<u>30018</u>
Attn:	<u>Bob Owens</u>		
From:	<u>Douglas Cook</u>		
Subject:	<u>RFP 006 - Deep Tie-ins</u>		

Reference Drawings: P-9 & P-13
Ref. Spec. Section: N/A
Referenced RFI: N/A

Description: Shop drawings required
 No Shop drawings required

Please prepare a lump sum proposal to furnish all required labor, material, and equipment necessary to implement the following items resulting from additional depth necessitating engineered shoring, additional excavation and backfill and additional shoring rental due to increased difficulties:

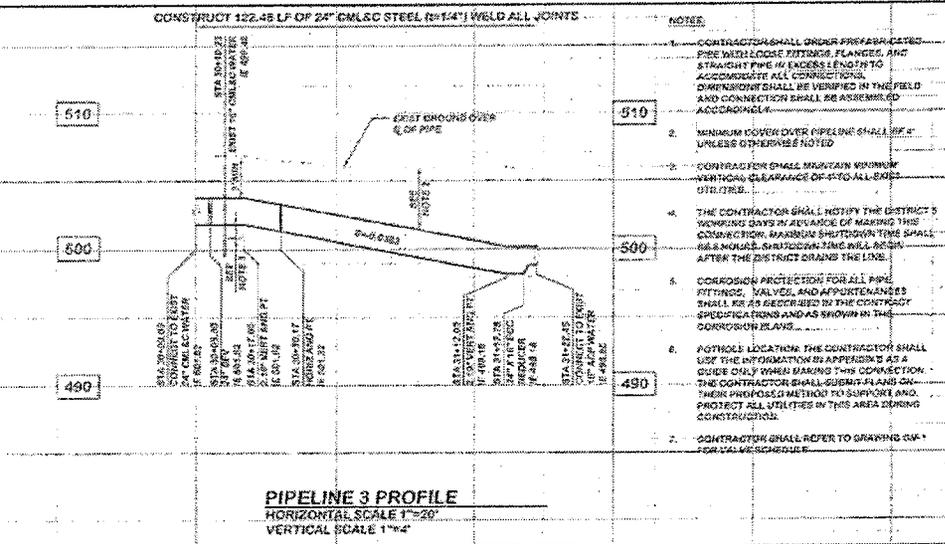
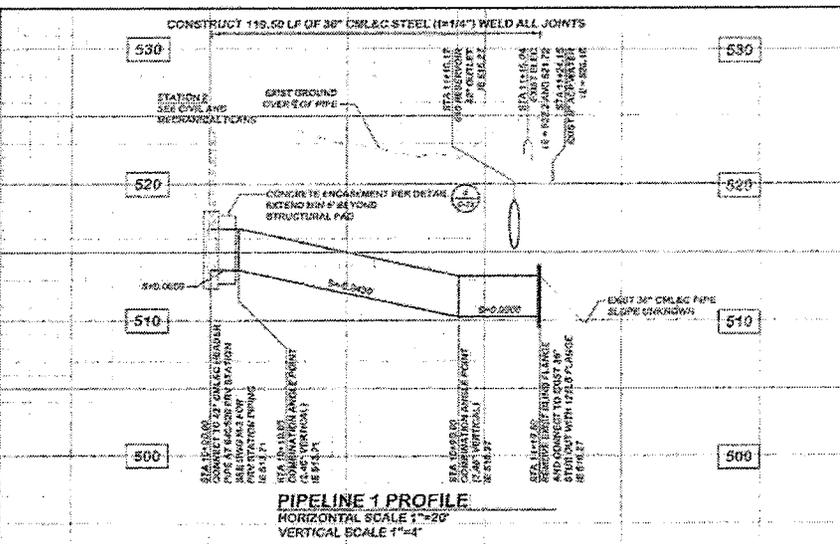
- o Implement modifications to the shoring system to account for the actual depth of the 36-inch pipeline connections shown on Dwg. P-13 at Sta. 11+19.50. Plan showed depth of ~15 feet whereas actual is ~22 feet below grade
- o Implement modifications to the shoring system to account for the actual depth of the 42-inch pipeline connection shown on Dwg. P-9 at Sta. 309+16.71. Plan showed depth of ~17 feet whereas actual is ~23.

- Please submit a lump sum cost proposal for this adjustment to your construction contract by **April 28, 2007**. Your proposal should include a complete detailed breakdown of labor man-hours, materials, equipment, and all other related costs which would be basis for negotiation and agreement in an adjustment to the contract price.
- Please quantify the impact, if any, the above described scope of work will have upon your project completion date, by identifying the first critical path element of your schedule which is impacted and the duration of the impact.
- Other requirements to be included are: N/A

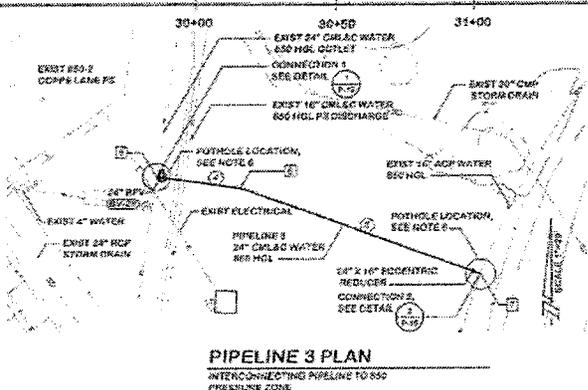
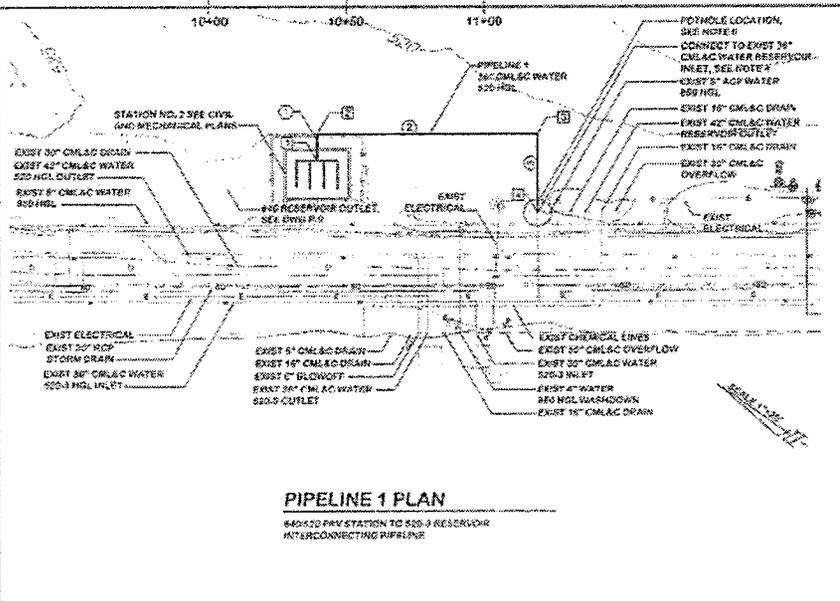
By: 
Construction Manager's Signature

cc:

ORIGINAL SCALE IN FEET



- NOTES**
- CONTRACTOR SHALL ORDER PRE-FABRICATED PIPE WITH LOGS, FITTINGS, FLANGES, AND STRAIGHT PIPE IN EXCESS LENGTH TO ACCOMMODATE ALL CONNECTIONS. DIMENSIONS SHALL BE VERIFIED IN THE FIELD AND CONNECTION SHALL BE ASSEMBLED ACCORDINGLY.
 - MINIMUM COVER OVER PIPELINE SHALL BE 4' UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL MAINTAIN WORKING CLEARANCE OF 10' ALL SIDES UTILITIES.
 - THE CONTRACTOR SHALL NOTIFY THE DISTRICT 5 WORKING DAYS IN ADVANCE OF MAKING THIS CONNECTION. MAJOR SHUTDOWNS SHALL BE AVOIDED. SHUTDOWNS SHALL BEGIN AFTER THE DISTRICT CANCELS THE JOB.
 - CORROSION PROTECTION FOR ALL PIPE FITTINGS, VALVES, AND APPURTENANCES SHALL BE AS SPECIFIED BY THE CONTRACT SPECIFICATIONS AND AS SHOWN IN THE CORROSION PLANS.
 - POTHOLE LOCATION: THE CONTRACTOR SHALL USE THE INFORMATION IN APPENDIX A AS A GUIDE ONLY. WHEN MAKING THIS CONNECTION, THE CONTRACTOR SHALL SUBMIT PLANS ON THEIR PROPOSED METHOD TO SUPPORT AND PROTECT ALL UTILITIES IN THIS AREA DURING CONSTRUCTION.
 - CONTRACTOR SHALL REFER TO DRAWING CM-1 FOR THE SCHEDULE.



COORDINATE TABLE

NO.	STATION	NORTHING	EASTING	DESCRIPTION
1	10+00	1851822.19	1647161.26	CONNECT TO EXIST 42" CML&C PIPE
2	10+10.00	1851822.32	1647149.40	80" HORSE ANG PT
3	10+20.00	1851822.30	1647185.34	80" HORSE ANG PT
4	11+16.00	1851548.47	1647174.17	CONNECT TO EXIST 36" STUR
5	30+00.00	1851441.10	1647231.90	CONNECT TO EXIST 24" CML&C
6	10+30.17	1851467.02	1647261.84	7.27" HORSE ANG PT
7	31+27.45	1851414.75	1647264.20	CONNECT TO EXIST 16" ADD

DATA TABLE

NO.	BEARING	H	L	T	DESCRIPTION
1	N67°38'00"E	-	10.00	-	36" CML&C STEEL (R#147)
2	S35°00'00"E	-	82.00	-	36" CML&C STEEL (R#147)
3	S80°00'00"W	-	29.50	-	36" CML&C STEEL (R#147)
4	S81°47'39"E	-	30.57	-	24" CML&C STEEL (R#147)
5	S85°21'25"E	-	82.28	-	24" CML&C STEEL (R#147)



Infrastructure

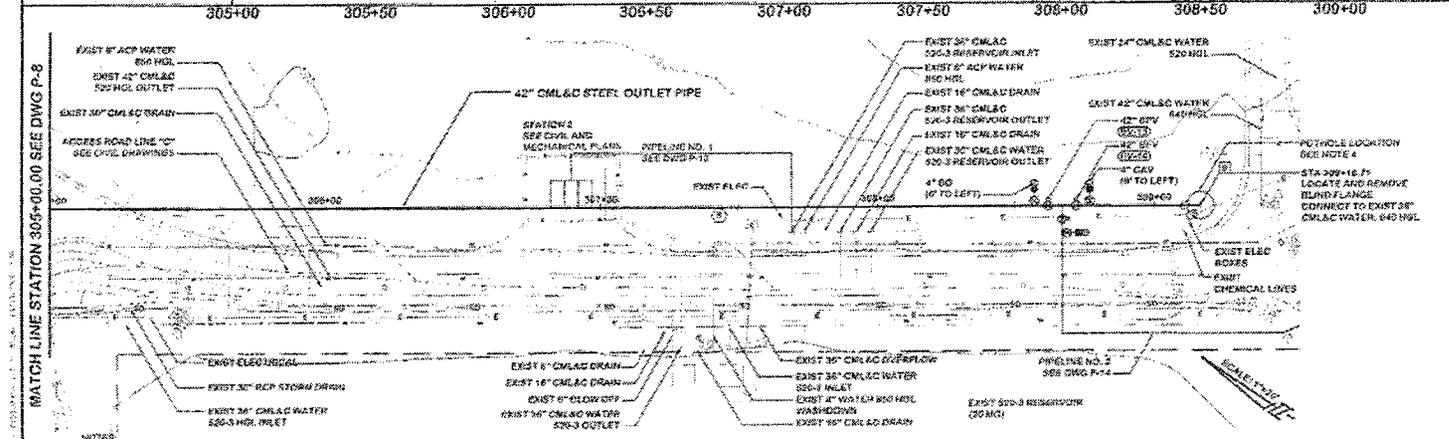
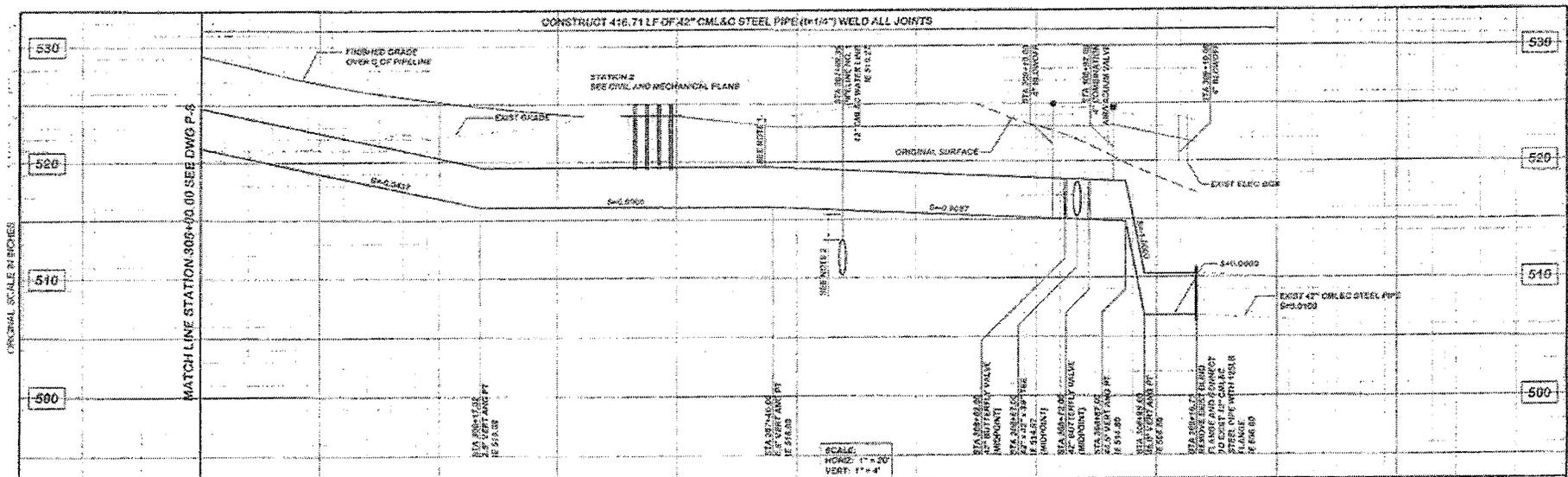
14271 Colleton Street
Poway, California 92084
P 658.412.2400 F 658.412.2400
www.infrastructure.com

Randy Kasher
PROJECT MANAGER
DATE: 1/17/20

OTAY WATER DISTRICT
1500 S. GARDNER AVENUE, SAN MARINO, CA 91766
TEL: 951.261.1000 FAX: 951.261.1001

**540-1 & 540-2 RESERVOIRS
PIPELINE 1 AND 3
PLAN AND PROFILE**

DATE: 1/17/20



COORDINATE TABLE				
NO	STATION	NORTHING	EASTING	DESCRIPTION
01	300+16.21	18514.08.11	6847268.82	CONNECT TO EXIST 42\"/>

DATA TABLE			
NO	REMARKS	DATE	DESCRIPTION
(0)	DATA FOR THIS PIPE SEGMENT ON P-8		

- NOTES**
- MINIMUM COVER OVER PIPELINES SHALL BE 4'
 - CONTRACTOR SHALL MAINTAIN MINIMUM VERTICAL CLEARANCE OF 7' TO ALL EXIST UTILITIES
 - CORROSION PROTECTION FOR ALL PIPE, FITTINGS, UNIONS, AND APPLIANCE/FLEXIBLE SHALL BE AS DESCRIBED IN THE CONTRACT SPECIFICATIONS AND AS SHOWN IN THE CORROSION PLANS
 - POTHOLE LOCATION: THE CONTRACTOR SHALL USE THE INFORMATION IN APPENDIX 6 AS A GUIDE ONLY WHEN MAKING THIS CONNECTION. DURING THE POTHOLE, IT WAS OBSERVED THAT THERE WERE SOME ADJACENT CHEMICAL LINES. THE CONTRACTOR SHALL VERIFY PLANS ON THEIR PROPOSED METHOD TO SUPPORT AND PROTECT THESE LINES DURING CONSTRUCTION. IT WAS ALSO OBSERVED THAT THE ELECTRICAL LINES ARE SET IN CONCRETE AND THIS CONCRETE WILL NEED TO BE REMOVED IN ORDER TO MAKE THIS CONNECTION. CONTRACTOR SHALL EXERCISE CAUTION TO AVOID DAMAGING THE EXIST UTILITIES.
 - THE CONTRACTOR SHALL REFER TO DRAWING BM-1 FOR VALVE SCHEDULE.



Infrastructure
 18271 Delmar Street
 Torrey, California 94504
 T 925 413 2400 F 925 413 2440
 www.infrastructure.com

NO	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	5/11/06	Randy K.../...
2	ISSUED FOR CONSTRUCTION	5/11/06	Randy K.../...

OTAY WATER DISTRICT
 840-1 & 840-2 RESERVOIRS
**42\"/>
 STA 305+00 - STA 309+50**

From: Douglas Cook
Subject: Fwd: RE: RFP 006 - Deep Tie-ins

>>> "Lito" <Lito@pachydro.com> 4/3/2008 2:51:05 PM >>>
Doug,

The attached cost for RFP-06 is acceptable to us.

Lito Guintu, Chief Estimator/V.P.
Pacific Hydrotech Corporation
314 E. 3rd Street, Perris, CA 92570
Tel 951-943-8803, Fax 951-943-1093
E-mail: lito@pachydro.com

- Live Simply, Love Generously, Care Deeply, Speak Kindly -

RFP 06 - EXTRA WORK AT THE TIE-IN #1 & OUTLET TIE-INS

						TOTAL
1. Materials						
	Pipe & Fittings					\$8,092.00
	Shoring & Engineering					\$8,204.21
						\$16,296.21
2. Tie-In #1						
	Pothole					
	2 Laborer	\$50.00	per hour	12	hour	\$1,200.00
	1 Operator	\$65.00	per hour	12	hour	\$780.00
	1 Excavator	\$133.00	per hour	12	hour	\$1,596.00
	Assemble Shoring					
	2 Laborer	\$50.00	per hour	8	hour	\$800.00
	1 Operator	\$65.00	per hour	8	hour	\$520.00
	1 Excavator	\$133.00	per hour	8	hour	\$1,064.00
	Disassemble Shoring					
	2 Laborer	\$50.00	per hour	8	hour	\$800.00
	1 Operator	\$65.00	per hour	8	hour	\$520.00
	1 Excavator	\$133.00	per hour	8	hour	\$1,064.00
	Additional Excavation					
	1 Laborer	\$50.00	per hour	12	hour	\$600.00
	1 Operator	\$65.00	per hour	12	hour	\$780.00
	1 Excavator	\$133.00	per hour	12	hour	\$1,596.00
	Additional Backfill					
	1 Laborer	\$50.00	per hour	10	hour	\$500.00
	2 Operator	\$65.00	per hour	10	hour	\$1,300.00
	1 Excavator	\$133.00	per hour	10	hour	\$1,330.00
	1 Water Truck	\$50.00	per hour	10	hour	\$500.00
	Miscellaneous					
	1 Welder	\$85.00	per hour	12	hour	\$1,020.00
	1 Foreman	\$65.00	per hour	40	hour	\$2,600.00
	1 Truck	\$12.50	per hour	40	hour	\$500.00
						\$19,070.00
3. Outlet Tie-In						
	Pothole					
	2 Laborer	\$50.00	per hour	10	hour	\$1,000.00
	1 Operator	\$65.00	per hour	10	hour	\$650.00
	1 Excavator	\$133.00	per hour	10	hour	\$1,330.00
	Assemble Shoring					
	2 Laborer	\$50.00	per hour	8	hour	\$800.00
	1 Operator	\$65.00	per hour	8	hour	\$520.00
	1 Excavator	\$133.00	per hour	8	hour	\$1,064.00
	Disassemble Shoring					
	2 Laborer	\$50.00	per hour	8	hour	\$800.00
	1 Operator	\$65.00	per hour	8	hour	\$520.00
	1 Excavator	\$133.00	per hour	8	hour	\$1,064.00
	Additional Excavation					
	1 Laborer	\$50.00	per hour	10	hour	\$500.00
	1 Operator	\$65.00	per hour	10	hour	\$650.00
	1 Excavator	\$133.00	per hour	10	hour	\$1,330.00
	Additional Backfill					
	1 Laborer	\$50.00	per hour	8	hour	\$400.00
	2 Operator	\$65.00	per hour	8	hour	\$1,040.00
	1 Excavator	\$133.00	per hour	8	hour	\$1,064.00
	1 Water Truck	\$50.00	per hour	8	hour	\$400.00
	Miscellaneous					
	1 Welder	\$85.00	per hour	12	hour	\$1,020.00
	1 Foreman	\$65.00	per hour	36	hour	\$2,340.00
	1 Truck	\$12.50	per hour	36	hour	\$450.00
						\$16,942.00
Subtotal Cost						\$52,308.21
15% Mark-Up						\$7,846.23
Subtotal Extra						\$60,154.44