

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**  
**October 23, 2013**  
**12:00 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

**DISCUSSION ITEMS**

3. ADOPT RESOLUTION NO. 4223 FIXING TERMS AND CONDITIONS FOR THE ANNEXATION OF CERTAIN REAL PROPERTY OWNED BY ST. GREGORY OF NYSSA GREEK ORTHODOX CHURCH, APNs: 498-320-04-00 AND 498-320-45-00, TO THE OTAY WATER DISTRICT'S IMPROVEMENT DISTRICT NO. 18 (MARTIN) [5 minutes]
4. APPROVE A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH HDR ENGINEERING, INC. FOR CORROSION ENGINEERING SERVICES IN SUPPORT OF THE DISTRICT'S CATHODIC PROTECTION PROGRAM IN AN AMOUNT NOT-TO-EXCEED \$684,750 (MARCHIORO) [5 minutes]
5. APPROVE A CONSTRUCTION CONTRACT WITH LAYFIELD ENVIRONMENTAL SYSTEMS CORPORATION FOR THE 927-1 RECYCLED WATER RESERVOIR FLOATING COVER AND LINER REPLACEMENT IN AN AMOUNT NOT-TO-EXCEED \$873,400 (MARCHIORO) [5 minutes]
6. APPROVE A SECOND AGREEMENT AND THREE AMENDMENTS TO EXISTING CONTRACTS BETWEEN THE OTAY WATER DISTRICT AND HELIX WATER DISTRICT FOR EMERGENCY INTERCONNECTIONS (MARCHIORO) [5 minutes]

7. APPROVE THE WATER SUPPLY ASSESSMENT AND VERIFICATION REPORT DATED SEPTEMBER 2013 FOR THE OTAY RANCH VILLAGE 2 SPA AMENDMENT (COBURN-BOYD/KENNEDY) [10 minutes]
8. APPROVE THE WATER SUPPLY ASSESSMENT AND VERIFICATION REPORT DATED SEPTEMBER 2013 FOR THE OTAY RANCH UNIVERSITY VILLAGES PROJECT (3 NORTH AND A PORTION OF 4, 8 EAST, AND 10) (COBURN-BOYD/KENNEDY) [10 minutes]
9. FIRST QUARTER OF FISCAL YEAR 2014 CAPITAL IMPROVEMENT PROGRAM REPORT (MARTIN) [5 minutes]
10. SAN DIEGO COUNTY WATER AUTHORITY UPDATE (WATTON) [10 minutes]
11. ADJOURNMENT

BOARD MEMBERS ATTENDING:

David Gonzalez, 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.

The Agenda, and any attachments containing written information, are available at the District's website at [www.otaywater.gov](http://www.otaywater.gov). Written changes to any items to be considered at the open meeting, or to any attachments, will be posted on the District's website. Copies of the Agenda and all attachments are also available through the District Secretary by contacting her at (619) 670-2280.

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 October 18, 2013 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 October 18, 2013.

/s/ Susan Cruz, District Secretary



# AGENDA ITEM 3

## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	November 6, 2013	
SUBMITTED BY:	Dan Martin Engineering Manager	FILE NO:	0210- 20.307	DIV. NO. 5
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager			
SUBJECT:	St. Gregory of Nyssa Greek Orthodox Church Sewer Annexation to Improvement District No. 18 (APNs 498-320-04-00 and 498-320-45-00)			

### **GENERAL MANAGER'S RECOMMENDATION:**

Adopt Resolution No. 4223 approving the annexation of the property owned by St. Gregory of Nyssa Greek Orthodox Church to Improvement District (ID) No. 18 (see Exhibit A for Location Map).

### **COMMITTEE ACTION:**

Please see Attachment A.

### **PURPOSE:**

The proposed annexation is to provide sewer service to parcels located at 1454 Jamacha Road, in an unincorporated area of the County of San Diego (APNs 498-320-04-00 and 498-320-45-00).

### **ANALYSIS:**

A written request and Petition signed by St. Gregory of Nyssa Greek Orthodox Church, c/o Mr. Charles George, has been received for annexation of APNs 498-320-04-00 and 498-320-45-00, located at 1454 Jamacha Road, in an unincorporated area of the County of San Diego, for sewer service. The total acreage to be annexed is 1.739 acres. The property is within the jurisdictional boundary of the Otay Water District and following the Board's approval, it will become part of ID No. 18.

The parcels are fronted by the District's sewer main that exists within the Rancho San Diego Basin. Sewer laterals exist to

serve the parcels, but have not been connected to date, since the properties have been served by private septic systems. As part of the Church's construction under permit with the County of San Diego, the County has required that the properties be tied into the District's sewer system. These parcels are part of the District's Wastewater Master Plan.

**FISCAL IMPACT:**             Joe Beachem, Chief Financial Officer

The property owners will pay the District's annexation processing fee of \$751.88, sewer annexation fees in effect at the time the sewer service is provided (current fee is \$5,743.84 per EDU), any additional fees including the \$30 per year availability fee as established in the attached Resolution.

**STRATEGIC GOAL:**

Provide enhanced sewer service to meet customer needs.

**LEGAL IMPACT:**

No legal impact.

DM/RP:tc

Y:\Board\CurBdPkg\ENGRPLAN\2014\BD 11-06-13\St Gregory of Nyssa Greek Orthodox Church Sewer Annexation\Staff Report, Sewer Annexation ID 18- St Gregory of Nyssa Greek Orthodox Church.doc

Attachments: Attachment A - Committee Action  
Attachment B - Resolution No. 4223  
Exhibit A - Location Map



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b>  0210-20.307	St. Gregory of Nyssa Greek Orthodox Church Sewer Annexation to Improvement District No. 18 (APNs 498-320-04-00 and 498-320-45-00)
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### **COMMITTEE ACTION:**

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a meeting held on October 23, 2013. 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.

## RESOLUTION NO. 4223

A RESOLUTION OF THE BOARD OF DIRECTORS OF OTAY WATER DISTRICT APPROVING THE ANNEXATION OF THOSE LANDS DESCRIBED AS "ST. GREGORY OF NYSSA GREEK ORTHODOX CHURCH SEWER ANNEXATION" TO IMPROVEMENT DISTRICT NO. 18 (APNS: 498-320-04-00 AND 498-320-45-00)

WHEREAS, a letter has been submitted by ST. GREGORY OF NYSSA GREEK ORTHODOX CHURCH, C/O CHARLES GEORGE, the owners and party that has an interest in the land described in Exhibit "A," attached hereto, for annexation of said land to Otay Water District Improvement District No. 18 pursuant to California Water Code Section 72670 et seq.; and

WHEREAS, pursuant to Section 72680.1 of said Water Code, the Board of Directors may proceed and act thereon without notice and hearing.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE OTAY WATER DISTRICT FINDS, RESOLVES, ORDERS AND DETERMINES as follows:

1. A depiction of the area proposed to be annexed, and the boundaries of ID 18 following the annexation, is set forth on a map in Exhibit "B" filed with the Secretary of the District, which map shall govern for all details as to the area proposed to be annexed.

2. The purpose of the proposed annexation is to make sewer service available to the area to be annexed, which availability constitutes a benefit to said area.

3. The Board finds and determines that the area proposed to be annexed to ID 18 will be benefited by such annexation and that the property currently within ID 18 will also be benefited and not injured by such annexation because after the annexation a

larger tax base will be available to finance the water facilities and improvements of ID 18.

4. The Board of Directors hereby declares that the annexation of said property is subject to the owners complying with the following terms and conditions:

(a) The petitioners for said annexation shall pay to Otay Water District the following:

- (1) The annexation processing fee at the time of application;
- (2) State Board of Equalization filing fees in the amount of \$350;
- (3) The current sewer annexation cost is \$5,743.84 per EDU; however, this fee changes quarterly subject to the Engineering-News Record (ENR) and will be determined at the time of connection to the District's system;
- (4) Yearly assessment fees will be collected through the County Tax Assessor's office in the amount of \$30 for APNs 498-320-04-00 and 498-320-45-00;
- (5) In the event that water service is to be provided, Petitioners shall pay all applicable water meter fees per Equipment Dwelling Unit (EDU) at the time the meter is purchased; and

(6) Payment by the owners of APNs 498-320-04-00 and 498-320-45-00 of all other applicable local or state agency fees or charges.

(b) The property to be annexed shall be subject to taxation after annexation thereof for the purposes of the improvement district, including the payment of principal and interest on bonds and other obligations of the improvement district, authorized and outstanding at the time of annexation, the same as if the annexed property had always been a part of the improvement district.

5. The Board hereby declares the property described in Exhibit "A" shall be considered annexed to ID 18 upon passage of this resolution.

6. The Board of Directors further finds and determines that there are no exchanges of property tax revenues to be made pursuant to California Revenue and Taxation Code Section 95 et seq., as a result of such annexation.

7. The annexation of APNs 498-320-04-00 and 498-320-45-00 to the District's Improvement District 18 is hereby designated as the "ST. GREGORY OF NYSSA GREEK ORTHODOX CHURCH SEWER ANNEXATION".

8. Pursuant to Section 57202(a) of the Government Code, the effective date of the ST. GREGORY OF NYSSA GREEK ORTHODOX CHURCH SEWER ANNEXATION shall be the date this Resolution is adopted by the Board of Directors of the Otay Water District.

9. The General Manager of the District and the Secretary of the District, or their respective designees, are hereby ordered to take all actions required to complete this annexation.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Otay Water District at a regular meeting held this 6<sup>th</sup> day of November, 2013.

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President

ATTEST:

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District Secretary

**EXHIBIT "A"**

**LEGAL DESCRIPTION  
PARCEL "A" (LOTS 1 AND 2)**

ALL THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE,

**COURSE 1: SOUTH 00°01' 00" EAST 589.19 FEET**

ALONG THE EAST LINE THEREOF, ALSO BEING THE CENTERLINE OF JAMACHA ROAD, (ALSO KNOWN AS R.S. 322-A AND R.S. 632), BEING THE TRUE POINT OF BEGINNING, ALSO BEING THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED TO JOSEPH S. SWITZER, ET UX, RECORDED JUNE 29, 1960 UNDER DOCUMENT NO. 131906 OF OFFICIAL RECORDS; THENCE,

**COURSE 2: SOUTH 00° 01' 00" EAST 282.08 FEET**

ALONG SAID EASTERLY LINE OF SECTION 24 AND CENTERLINE OF JAMACHA ROAD, TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEED TO WILLIS J. FOSS, RECORDED NOVEMBER 18, 1889 IN BOOK 154, PAGE 405 OF DEEDS; THENCE;

**COURSE 3: NORTH 89°59' 00" WEST 312.95 FEET**

ALONG SAID NORTHERLY LINE OF SAID WILLIS J. FOSS PARCEL; THENCE,

**COURSE 4: NORTH 00° 01' 00" WEST 294.10 FEET**

ALONG A LINE PARALLEL WITH AND 312.95 FEET DISTANT FROM THE CENTERLINE OF SAID JAMACHA ROAD; TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID JOSEPH S. SWITZER, ET UX, PARCEL; THENCE,

**COURSE 5: SOUTH 87°47' 01" EAST 313.19 FEET**

ALONG THE NORTHERLY LINE OF SAID JOSEPH S. SWITZER, ET UX PARCEL TO THE POINT OF INTERSECTION WITH SAID EASTERLY LINE OF SECTION 24 AND CENTERLINE OF JAMACHA ROAD AND THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 51 FEET.

SAID PARCEL CONTAINS 75,739 SQ. FT., (1.739 ACRE) MORE OR LESS.



*[Handwritten signature]*  
*10/18/2013*

# PLAT

COUNTY OF SAN DIEGO  
DEPARTMENT OF PLANNING AND LAND USE  
5201 RUFFIN ROAD, SUITE B, SAN DIEGO, CA 92123-1666

**SCALE 1"= 80' (e.g. 1"=200')**  
**ZONING: RR2 (MIN. LOT SIZE: 2.0 ACRE)**

**PARCEL "A"** 75,739 SQ. FT.  
**NET AC:** 1.739 ACRES  
**APN NO(S):**

**LOT 1** 25,302 SQ. FT.  
**NET AC:** (0.581 AC)  
**APN NO(S):**

**LOT 2** 50,437 SQ. FT.  
**NET AC:** (1.158 AC)  
**APN NO(S):**

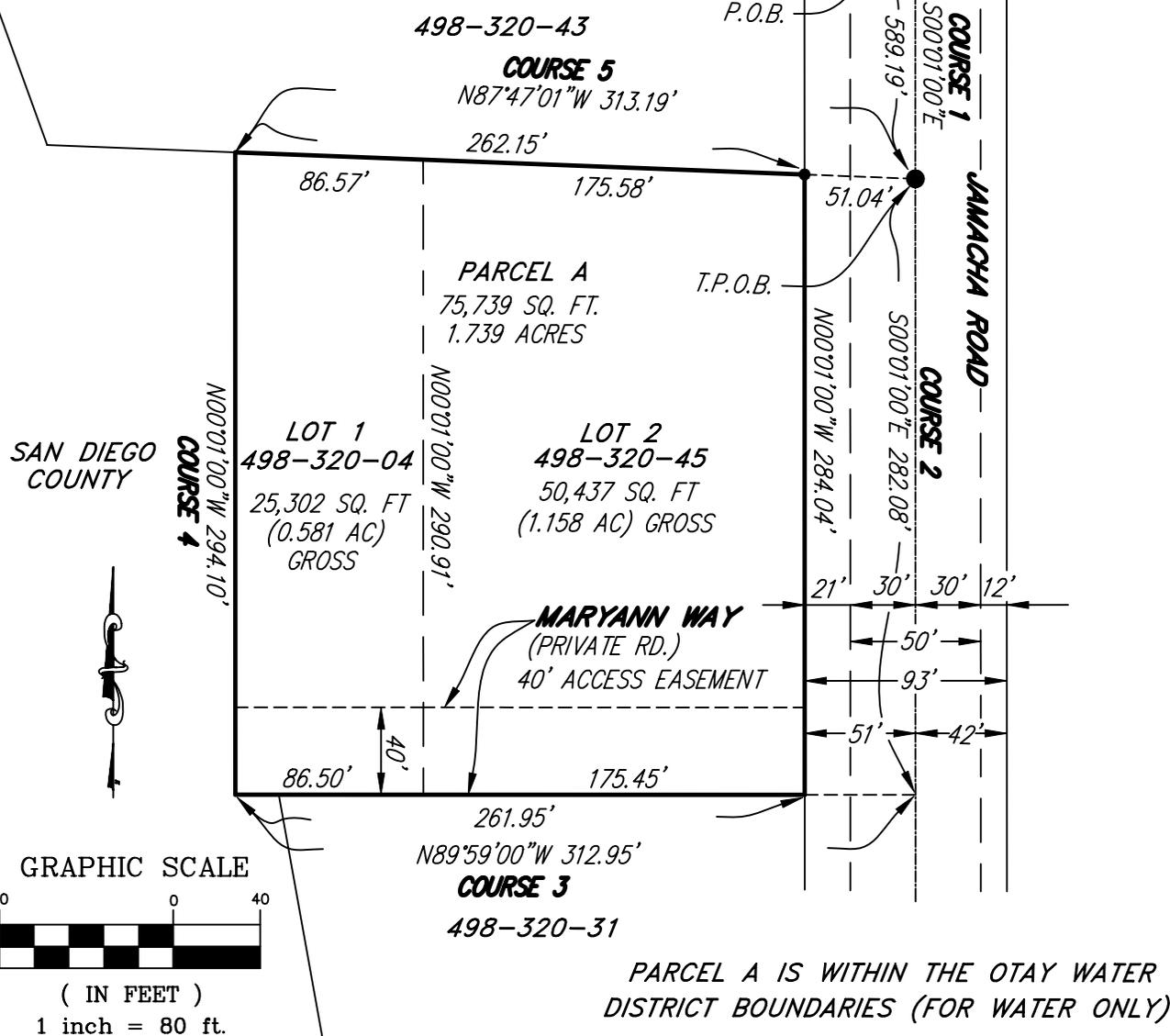
**LEGAL:**

PORTION OF NE1/4, SECTION 24, T16S, R1W,  
SAN BERNADINO BASE AND MERIDIAN, ALL IN  
THE COUNTY OF SAN DIEGO, STATE OF  
CALIFORNIA.

ZONING: RR2 (RURAL RESIDENTIAL)



SEC 13 SEC 18  
SEC 24 SEC 19



DATE FILED \_\_\_\_\_  
REC'D BY: \_\_\_\_\_

PRELIMINARY ACTION DATE: \_\_\_\_\_  
SIGNED BY: \_\_\_\_\_

FINAL ACTION DATE: \_\_\_\_\_  
SIGNED BY: \_\_\_\_\_

PLAT NO. \_\_\_\_\_

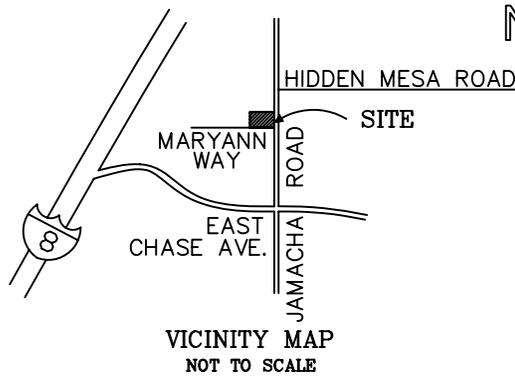
HEALTH DEPARTMENT CERTIFICATION (if nec.)



**NOTE:**  
Proposed Boundary: \_\_\_\_\_  
Existing Boundary: \_\_\_\_\_  
Different Zones: \_\_\_\_\_

- CHECKLIST**
- Fill in all names above
  - Vicinity map/Engr. scale
  - Legal description (abbrev)
  - Label Parcel "A", etc.
  - All owners must sign
  - Sign as Trustee if Trust
  - Parcel(s) net area only
  - Parcel(s) dimensions
  - Existing structures
  - Structure setback\*
  - \*(if less than 100')
  - Street name & width
  - Dedicated Open Space
  - No utility easements
  - No bearing/curve data

OPTIONAL USE AREA: Vicinity map, details, License Seal Stamp, etc.



**PARCEL A OWNER(S)** SAINT GREGORY OF NYSSA GREEK ORTHODOX CHURCH **PARCEL B OWNER(S)** N/A

**ADDRESS** 1454 JAMACHA ROAD **ADDRESS** \_\_\_\_\_

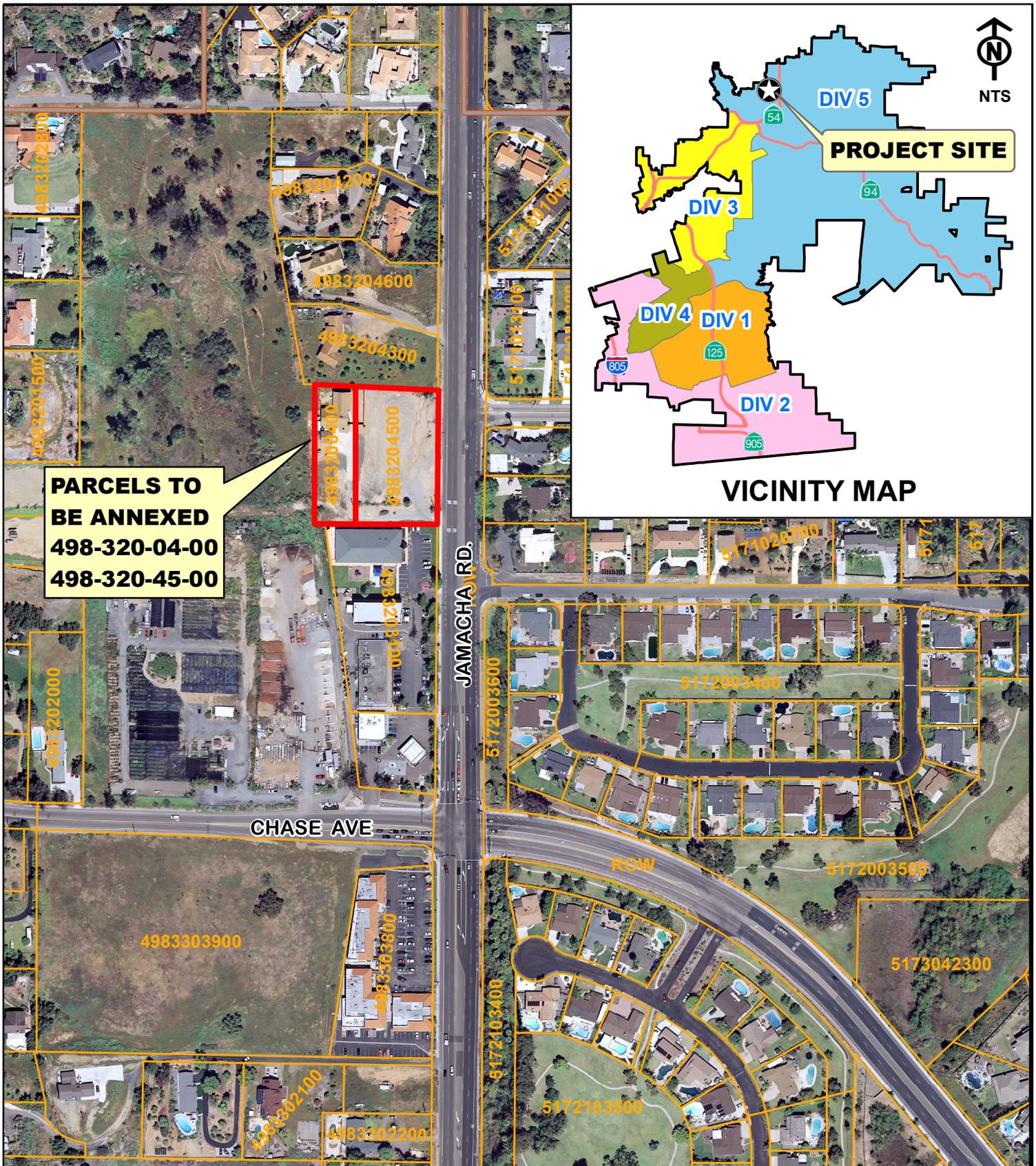
**CITY** EL CAJON **ZIP** 92019 **PHONE** 619-249-7871 **CITY** \_\_\_\_\_ **ZIP** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**THIS PLAT WAS PREPARED WITH MY/OUR KNOWLEDGE AND CONSENT:** Owner(s) sign here  
(Print name here) PETER SHENAS (AGENT FOR)  
SAINT GREGORY OF NYSSA GREEK ORTHODOX CHURCH

**PARCEL C OWNER(S)** RUDY P. PACHECO **MAP PREPARED BY:(SIGN)** **RE/LS#** LS 5717  
(or Applicant) (print name here) RUDY P. PACHECO

**ADDRESS** 1919 GRAND AVE., SUITE 1G **ADDRESS** 1919 GRAND AVE., SUITE 1G

**CITY** SAN DIEGO, CA **ZIP** 92109 **PHONE** 858-483-6665 **CITY** SAN DIEGO, CA **ZIP** 92109 **PHONE** 858-483-6665



**OTAY WATER DISTRICT**  
**St. Gregory of Nyssa Greek Orthodox Church**  
**Sewer Annexation**

**LOCATION MAP**

# AGENDA ITEM 4



## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	November 6, 2013
SUBMITTED BY:	Jeff Marchioro Senior Civil Engineer	PROJECT:	P1043- 008000
	Bob Kennedy Engineering Manager	DIV. NO.	ALL
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Award of a Professional Engineering Services Contract to HDR Engineering, Inc. for Corrosion Engineering Services in support of the District's Cathodic Protection Program		

### **GENERAL MANAGER'S RECOMMENDATION:**

That the Otay Water District (District) Board of Directors (Board) award a professional services contract to HDR Engineering, Inc. (HDR) and authorize the General Manager to execute an agreement with HDR for corrosion engineering services in support of the District's Cathodic Protection Program for Fiscal Years 2014, 2015, and 2016 (ending December 31, 2015) in an amount not-to-exceed \$684,750.

### **COMMITTEE ACTION:**

Please see Attachment A.

### **PURPOSE:**

To obtain Board authorization for the General Manager to enter into a professional engineering services contract with HDR for corrosion engineering services in support of the District's Cathodic Protection Program for Fiscal Years 2014, 2015, and 2016 (ending December 31, 2015) in an amount not-to-exceed \$684,750.

**ANALYSIS:**

The District's Cathodic Protection Program (Program) was implemented more than a decade ago to provide the long-term benefit of preserving the life expectancy of steel pipeline and reservoir facilities by preventing corrosion and reducing the risk of costly failures. The Program includes the selection of appropriate corrosion resistant materials, the use of coatings and linings to prevent corrosion, and cathodic protection. The Cathodic Protection Program also ensures that all facilities are consistently designed, specified, constructed, and tested in accordance with the District's corrosion control standards.

The District has regularly awarded two-year duration professional services contracts in support of the District's Cathodic Protection Program. V&A Consulting Engineers (V&A) held the most recent contract from June 11, 2011 to September 30, 2013. Schiff & Associates (Schiff), which was acquired by HDR Engineering, Inc. (HDR) in 2011, held the previous contract from November 2009 to June 2011. Previous contracts were also held by DeC Consulting Inc. which was acquired by V&A in 2007. The general scope of work for the new contract includes the following items:

- Annual maintenance and improvements to the District's Corrosion Control Program Annual Report.
- Annual testing of 88 existing steel pipeline cathodic protection systems.
- Annual testing and inspection of 29 existing steel reservoir cathodic protection systems.
- Reservoir in-service inspections including interior underwater dive inspections, interior above-water raft inspections, and exterior inspections.
- Reservoir coating construction project inspection.
- As-Needed Corrosion Engineering Services.

The new contract will also include As-Needed Corrosion Engineering services to 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 issue task orders to the consultant for specific projects during the contract period. The consultant will 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 anticipated CIP projects that are estimated to require corrosion engineering design services for the duration of this contract are listed below:

<b>CIP</b>	<b>DESCRIPTION</b>	<b>ESTIMATED COST</b>
P2507	East Palomar Street Utility Relocation	\$10,000
P2508	Pipeline Cathodic Protection Replacement Program	\$125,000
P2513	12-Inch Potable Water Pipeline East Orange Avenue Bridge, I-805 Crossing	\$10,000
P2529	711-2 Reservoir Interior & Exterior Coating	\$5,000
P2530	711-1 Reservoir Interior & Exterior Coating	\$5,000
P2531	944-1 Reservoir Interior & Exterior Coating	\$5,000
P2532	944-2 Reservoir Interior & Exterior Coating	\$5,000
P2541	624 Pressure Zone PRSs	\$5,000
P2542	850-3 Reservoir Interior Coating	\$5,000
R2091	927-1 (944-1R) Pump Station Upgrade and System Enhancements	\$5,000
<b>TOTAL:</b>		<b>\$180,000</b>

The corrosion engineering design scopes of work for the above projects are estimated from preliminary information and past projects. Therefore, staff believes that a \$200,000 cap on the As-Needed Engineering Design Services contract is adequate, while still providing additional capacity for unforeseen support needs by the District.

The As-Needed Engineering Design Services portion of this 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 that it will expend all of the funds authorized by the contract on professional services.

In accordance with the Board of Directors Policy Number 21, the District initiated the consultant selection process on August 2, 2013, by placing an advertisement in the San Diego Daily Transcript, and posting the Project on the District's website for Professional Engineering Services. The advertisements attracted Letters of Interest and Statements of Qualifications from eight (8) consulting firms. A Pre-Proposal Meeting was held on August 20, 2013. Ten (10) people representing six (6) prime consulting firms attended the meeting.

On August 30, 2013, proposals were received from the following four (4) consulting firms:

1. Corrpro Companies
2. HDR Engineering
3. JDH Corrosion Consultants
4. V&A Consulting Engineers

Among the potential engineering firms that submitted letters of interest but did not propose were Lockwood, Andrews & Newnam (LAN), Russell Corrosion Consultants, Universal Technical Resource Services, and R.F. Yeager.

After the proposals were evaluated and ranked by a five-member review panel consisting of District Engineering, Operations and I.T. staff, it was determined that all proposals ranked sufficiently close to warrant being invited to make an oral presentation and respond to questions from the panel. After conducting the interviews on September 26, 2013, the panel completed the consultant ranking process and concluded that HDR had the best approach to the Project and provided the best overall value to the District. Staff contacted references for the two firms with the highest scores (HDR and Corrpro Companies). HDR's references were excellent. A summary of the complete evaluations is shown in Exhibit A.

Scope and fee negotiations with HDR concluded on September 26, 2013 and resulted in a fee decrease of \$165,505 to their original proposed fee of \$850,255. HDR's revised proposed fee was \$684,750. Staff reviewed each of HDR's scope and fee adjustments and concluded that each modification was fair and insignificant to the outcome of the selection process.

As mentioned above, Schiff, which was acquired by HDR Engineering, Inc. in 2011, has successfully held this contract in the past. HDR has proposed the same core Schiff team with Graham Bell, Ph.D., P.E., and Steven Fox, P.E., in the Principal-In-Charge and Project Manager roles, respectively. Over the years, District staff has noticed the high quality and clarity of design deliverables consistently completed by Graham Bell and Steven Fox. Staff has appreciated the Schiff team's past achievements in improving and modernizing the District's Corrosion Control Program and associated data management using GIS.

**FISCAL IMPACT:**             Joe Beachem, Chief Financial Officer

This contract is for professional services based on the District's need and schedule, and expenditures will not be made until individual main tasks or task orders under the as-needed portion of this contract are authorized by District Staff.

Approximately \$300,000 of this contract will be funded by P1043 operating budget over FY 2014, FY 2015, and FY 2016. The remaining \$385,000 will be funded by specific CIP budgets comprised of \$200,000 as-needed budget as detailed above and approximately \$185,000 for reservoir coating construction project inspection.

The Project Manager anticipates that the FY 2014 budget is sufficient to support the professional services planned for the remainder this fiscal year. The Project Manager also anticipates that FY 2015, FY2016 budgets, if approved, will be sufficient to support the future professional services required.

Finance has determined that, with approval of the future budgets, funding will be available from the General, Expansion, Betterment, and Replacement funds, as outlined in the individual CIP project budgets described above.

**STRATEGIC GOAL:**

This Project supports the District's Mission statement, "To provide high value water and wastewater services to the customers of the Otay Water District in a professional, effective, and efficient manner" and the General Manager's Vision, "A District that is at the forefront in innovations to provide water services at affordable rates, with a reputation for outstanding customer service."

**LEGAL IMPACT:**

None.

JM/BK:jf

P:\WORKING\CIP P1043 (Cathodic)\Sub 008000\Staff Report\BD-11-06-13, Staff Report, Award Engineering Contract to HDR, (JM-BK).docx

Attachments: Attachment A - Committee Action  
Exhibit A - Summary of Proposal Rankings



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b> P1043-008000	Award of a Professional Engineering Services Contract to HDR Engineering, Inc. for Corrosion Engineering Services in support of the District's Cathodic Protection Program
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### **COMMITTEE ACTION:**

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a meeting held on October 23, 2013. 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 A**  
**Summary of Proposal Rankings for Corrosion Engineering Services**

		WRITTEN							ORAL							REFERENCES	
		Qualifications of Team	Responsiveness and Project Understanding	Technical and Management Approach	INDIVIDUAL SUBTOTAL - WRITTEN	AVERAGE SUBTOTAL - WRITTEN	Proposed Fee*	Consultant's Commitment to DBE	TOTAL - WRITTEN	Additional Creativity and Insight	Strength of Project Manager	Presentation and Communication Skills	Responses to Questions	INDIVIDUAL TOTAL - ORAL	AVERAGE TOTAL ORAL		TOTAL SCORE
<b>MAXIMUM POINTS</b>		<b>30</b>	<b>25</b>	<b>30</b>	<b>85</b>	<b>85</b>	<b>15</b>	<b>Y/N</b>	<b>Y/N</b>	<b>15</b>	<b>15</b>	<b>10</b>	<b>10</b>	<b>50</b>	<b>50</b>	<b>150</b>	<b>Poor/Good/Excellent</b>
<b>Corrpro</b>	<i>Bob Kennedy</i>	25	21	24	70	70	15	Y	85	10	12	7	7	36	38	123	Poor
	<i>Kevin Schmidt</i>	27	20	22	69					10	11	8	8	37			
	<i>Kevin Cameron</i>	25	21	24	70					12	12	7	7	38			
	<i>Ming Zhao</i>	25	23	23	71					14	12	8	8	42			
	<i>Jose Martinez</i>	25	21	26	72					13	12	7	7	39			
<b>HDR/Schiff</b>	<i>Bob Kennedy</i>	27	23	26	76	79	1	Y	80	13	14	9	9	45	46	126	Excellent
	<i>Kevin Schmidt</i>	28	24	28	80					12	13	9	9	43			
	<i>Kevin Cameron</i>	29	25	28	82					14	15	9	9	47			
	<i>Ming Zhao</i>	30	24	28	82					14	15	10	9	48			
	<i>Jose Martinez</i>	28	22	27	77					14	14	8	9	45			
<b>JDH</b>	<i>Bob Kennedy</i>	24	20	23	67	67	10	Y	77	11	13	8	8	40	42	119	
	<i>Kevin Schmidt</i>	27	18	20	65					13	13	8	7	41			
	<i>Kevin Cameron</i>	24	21	23	68					14	14	9	8	45			
	<i>Ming Zhao</i>	20	20	23	63					13	12	10	8	43			
	<i>Jose Martinez</i>	25	19	26	70					13	14	9	7	43			
<b>V&amp;A</b>	<i>Bob Kennedy</i>	25	21	24	70	71	8	Y	79	10	10	7	7	34	31	110	
	<i>Kevin Schmidt</i>	27	18	24	69					10	8	5	5	28			
	<i>Kevin Cameron</i>	25	23	23	71					10	10	5	5	30			
	<i>Ming Zhao</i>	25	20	24	69					10	8	5	5	28			
	<i>Jose Martinez</i>	27	23	27	77					11	11	6	6	34			

RATES SCORING CHART				
Firm	Corrpro	HDR/Schiff	JDH	V&A
Fee	\$553,445	\$850,255	\$659,260	\$698,880
Score	15	1	10	8

\*Note: Review Panel does not see or consider proposed fee when scoring other categories. The proposed fee is scored by the PM, who is not on Review Panel.

# AGENDA ITEM 5



## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	November 6, 2013
SUBMITTED BY:	Jeff Marchioro Senior Civil Engineer	PROJECT:	R2108- DIV. NO. 5 001102
	Bob Kennedy Engineering Manager		
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Award of a Construction Contract to Layfield Environmental Systems Corporation for 927-1 Recycled Water Reservoir Floating Cover and Liner Replacement		

### GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) award a construction contract to Layfield Environmental Systems Corporation (Layfield) for the floating cover and liner replacement at the 927-1 Recycled Water Reservoir in an amount not-to-exceed \$873,400 (see Exhibit A for Project location).

### COMMITTEE ACTION:

Please see Attachment A.

### PURPOSE:

To obtain Board authorization for the General Manager to enter into a construction contract with Layfield in an amount not-to-exceed \$873,400 for the floating cover and liner replacement at the 927-1 Recycled Water Reservoir.

**ANALYSIS:**

The 16.3 million gallon 927-1 Recycled Water Reservoir was originally constructed in the 1980s as part of the Jamacha Basin Water Reclamation Site. The reservoir was improved and fitted with its existing reinforced polypropylene (RPP) liner and floating cover in 1997. The floating cover has been repeatedly repaired to maintain the integrity of the geomembrane material. The existing cover had substantial damage and had to be repaired due to the fire that went through the Habitat Management Area (HMA) in 2007. The existing cover material typically has a life expectancy of 15-20 years. It is no longer cost effective to continue to repair the existing cover that has reached the end of its life expectancy. The District has typically replaced polypropylene covers on other reservoirs at a frequency of approximately 15 years which is commensurate with the age of the existing 927-1 existing cover and liner material.

District staff performed a life cycle cost analysis for the replacement of the liner and cover with various combinations of geomembrane materials and concluded that RPP was the best alternative. The analysis considered replacement frequencies of materials with dissimilar warranties for various material combinations.

District staff prepared the bid documents in-house. Mayer Reprographics (Mayer) distributed the bid documents electronically through Mayer's online planroom.

Staff contacted the three contractors that bid on the previous Patzig 624-1 Reservoir floating cover project (Erosion Control Applications, Inc., Layfield, and MPC Containment International LLC) prior to the bid process to encourage them to submit a bid for the Project. Floating cover installation work is very specialized and only these three contractors are commonly known to install the "mechanically tensioned" style cover that is currently in use at the 927-1 Reservoir.

The Project was advertised for bid on August 26, 2013. A Pre-bid Meeting and site visit were held on September 4, 2013, which was attended by four (4) contractors. Two addenda were sent out to all bidders and plan houses on September 5, 2013 and September 11, 2013 to address contractors' questions asked during the bidding period.

Two (2) bids were received on September 19, 2013. The table below provides the bid results.

<u>CONTRACTOR</u>	<u>TOTAL BID AMOUNT</u>
1. Layfield Environmental Systems Corporation	\$873,400
2. MPC Containment International LLC	\$995,920

The Engineer's Estimate is \$950,000.

The evaluation process included reviewing all bids submitted for conformance to the contract documents. The lowest bidder, Layfield, submitted a responsible bid and holds a Class A Contractor's license which expires on May 31, 2014. Staff checked the references provided with Layfield's bid. The references indicated that Layfield is a well-established and well recognized company as well as a recognized leader for development of the "mechanically tensioned" style cover that is currently in use at the 927-1 Reservoir. Layfield acquired the business assets of CW Neal Corporation (CW Neal) in April 2004. CW Neal installed the existing 927-1 Reservoir floating cover in 1997. The District has previously worked with Layfield to install, repair, and maintain floating covers at the 927-1 Reservoir and other reservoirs in the District including the liner and cover recently installed at the 624-1 Reservoir. The proposed Project Manager has experience throughout southern California on similar projects and received good references. A background search of the company was performed on the internet and revealed no outstanding issues with this company. Layfield submitted the Company Background and Company Safety Questionnaires as required by the Contract Documents.

Staff has verified that the bid bond provided by Hartford Fire Insurance Company is valid. Once Layfield signs the contract, they will furnish the performance bond and labor and materials bond. Staff will verify both bonds prior to executing the contract.

**FISCAL IMPACT:**             Joe Beachem, Chief Financial Officer

The total budget for CIP R2108, as approved in the FY 2014 budget, is \$1,400,000. Total expenditures, plus outstanding commitments and forecast, are \$1,103,660.

Based on a review of the financial budget, the Project Manager anticipates that the budget is sufficient to support the Project. See Attachment B for Budget Detail.

Finance has determined that 100% of the funding is available from the Replacement Fund for CIP R2108.

**STRATEGIC GOAL:**

This Project supports the District's Mission statement, "To provide high value water and wastewater services to the customers of the Otay Water District in a professional, effective, and efficient manner" and the General Manager's Vision, "A District that is at the forefront in innovations to provide water services at affordable rates, with a reputation for outstanding customer service."

**LEGAL IMPACT:**

None.

JM/BK:jf

P:\WORKING\CIP R2108 - 927-1 Reservoir Cover Replacement\Staff Reports\BD-11-06-13, Staff Report, 927-1 Res Floating Cvr Repl , (JM-BK).docx

Attachments: Attachment A - Committee Action  
Attachment B - Budget Detail  
Exhibit A - Location Map



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b> R2108-001102	Award of a Construction Contract to Layfield Environmental Systems Corporation for 927-1 Recycled Water Reservoir Floating Cover and Liner Replacement
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### **COMMITTEE ACTION:**

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a meeting held on October 23, 2013. The Committee supported Staff's recommendation.

### **NOTE:**

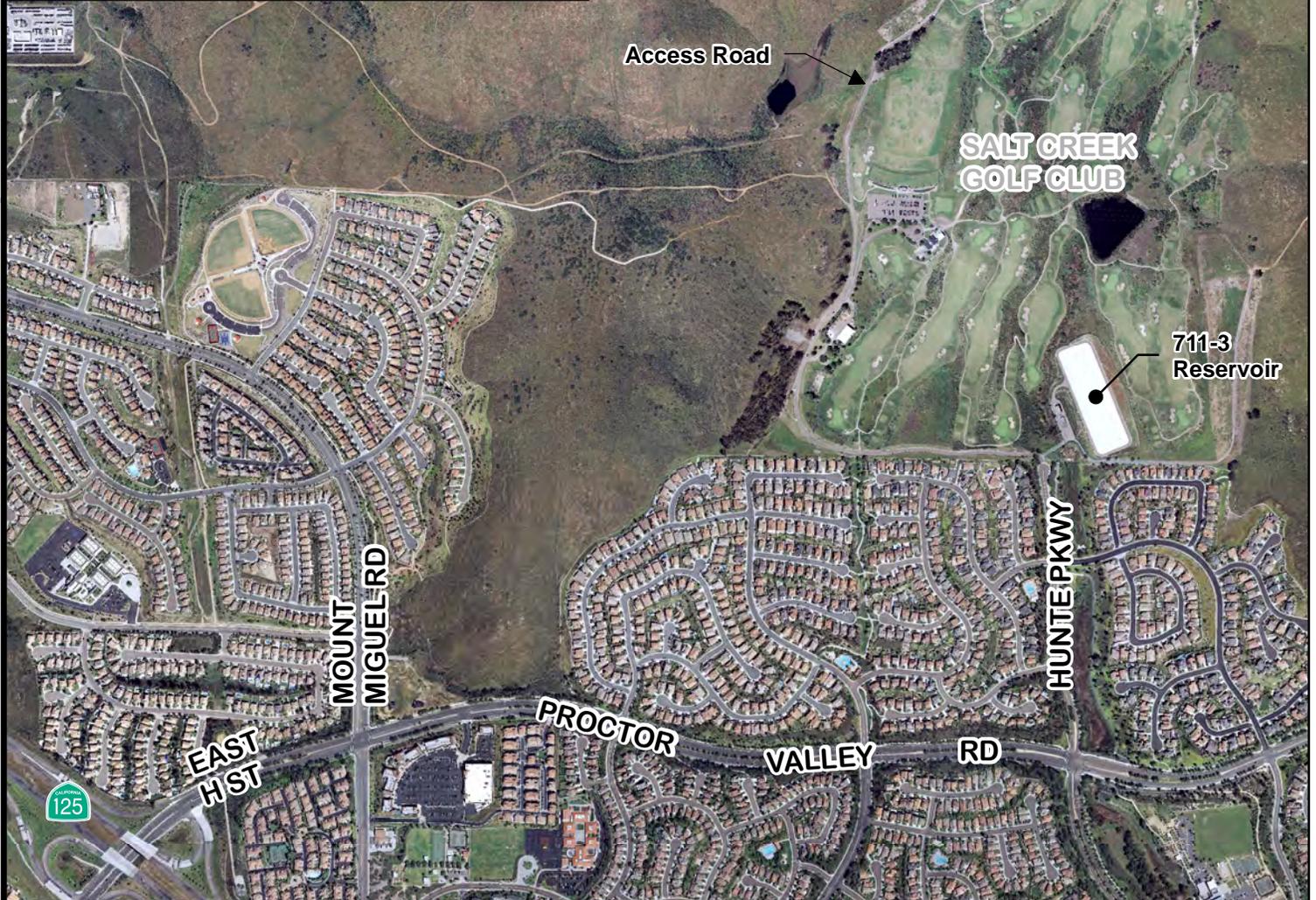
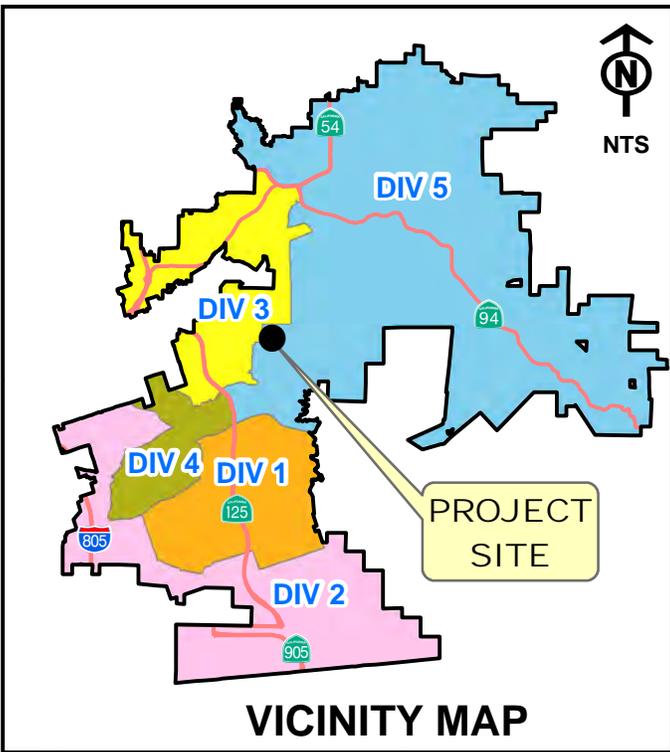
The "Committee Action" is written in anticipation of the Committee moving the item forward for Board approval. This report will be sent to the Board as a Committee approved item, or modified to reflect any discussion or changes as directed from the Committee prior to presentation to the full Board.



## ATTACHMENT B – Budget Detail

<b>SUBJECT/PROJECT:</b>	Award of a Construction Contract to Layfield Environmental Systems Corporation for 927-1 Recycled Water Reservoir Floating Cover and Liner Replacement
R2108-001102	

Otay Water District					Date Updated: 9/19/2013
R2108-Res - 927-1 Reservoir Cover Replacement					
<i>Budget</i>	<i>Committed</i>	<i>Expenditures</i>	<i>Outstanding Commitment &amp; Forecast</i>	<i>Projected Final Cost</i>	<i>Vendor/Comments</i>
<b>1,400,000</b>					
<b>Planning</b>					
Regulatory Agency Fees	50	50	-	50	PETTY CASH CUSTODIAN
Standard Salaries	1,547	1,547	-	1,547	
<b>Total Planning</b>	1,597	1,597	-	1,597	
<b>Design</b>					
Consultant Contracts	2,445	2,445	-	2,445	ALTA LAND SURVEYING INC
	500	500	-	500	LAYFIELD ENVIRONMENTAL SYSTEMS
Service Contracts	76	76	-	76	SAN DIEGO DAILY TRANSCRIPT
	1,610	1,610	-	1,610	MAYER REPROGRAPHICS INC
Standard Salaries	44,032	44,032	-	44,032	
<b>Total Design</b>	48,663	48,663	-	48,663	
<b>Construction</b>					
Labor	150,000	-	150,000	150,000	
	30,000	-	30,000	30,000	CM CONSULTANT
	873,400	-	873,400	873,400	LAYFIELD ENVIRONMENTAL SYSTEMS
<b>Total Construction</b>	1,053,400	-	1,053,400	1,053,400	
<b>Grand Total</b>	<b>1,103,660</b>	<b>50,260</b>	<b>1,053,400</b>	<b>1,103,660</b>	



**OTAY WATER DISTRICT**  
RESERVOIR 927-1 FLOATING COVER  
AND LINER REPLACEMENT

**CIP R2108**

# AGENDA ITEM 6



## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	November 6, 2013
SUBMITTED BY:	Jeff Marchioro Senior Civil Engineer	PROJECT NO:	N/A
	Bob Kennedy Engineering Manager	DIV. NO.	3, 5
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Approval of a Second Agreement between Otay Water District and Helix Water District for the Canta Lomas/Vista Grande Road Metered Interconnection and Approval of Amendments to Three (3) Agreements between Otay Water District and Helix Water District for the Sir Francis Drake Drive/Explorer Road, Sweetwater Springs Boulevard/Loma Lane, and Gillispie Drive and Del Rio Road Metered Interconnections		

### GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (Otay) Board of Directors (Board) authorize the General Manager to execute a Second Agreement for the Canta Lomas/Vista Grande Road metered interconnection and three (3) amendments to existing agreements for the Sir Francis Drake Drive/Explorer Road, Sweetwater Springs Boulevard/Loma Lane, and Gillispie Drive and Del Rio Road metered interconnections between Otay and the Helix Water District (Helix) (see Exhibit A for Project locations).

### COMMITTEE ACTION:

Please see Attachment A.

**PURPOSE :**

To obtain Board authorization for the General Manager to execute a Second Agreement for the Canta Lomas/Vista Grande Road metered interconnection and three (3) amendments to existing agreements for the Sir Francis Drake Drive/Explorer Road, Sweetwater Springs Boulevard/Loma Lane, and Gillispie Drive and Del Rio Road metered interconnections between Otay and Helix.

**ANALYSIS :**

For many years, Otay and Helix have mutually benefited from various interconnections between the two water districts for emergencies. These interconnections have provided increased reliability and flexibility during power outages and other disruptions in service.

To date, Otay has thirty-one (31) emergency interconnections with various water purveyors including Cal-Am, Sweetwater Authority, City of San Diego, and Helix. Eight (8) of these interconnections are between Otay and Helix, as summarized in the table below.

Inter-connection with Helix	Date Installed	Metered/Not Metered, Flow Direction	Agreement Status	Agreement Revision <sup>2</sup>
1 Blossom Lane	1969	Not metered, to Otay	no agreement <sup>1</sup>	Not applicable
2 Grand Avenue	unknown	Not metered, from Otay	no agreement <sup>1</sup>	Not applicable
3 S. Barcelona Street	1975	Not metered, to/from Otay	no agreement <sup>1</sup>	Not applicable
4 Sir Francis Drake Drive/Explorer Road	2010	Metered, to Otay	Executed 2008, due to expire 2018	Attached Amendment
5 Canta Lomas/Vista Grande	2001	Metered, to/from Otay	Executed 2001, Expired 2011	Attached "Second Agreement"
6 Sweetwater Springs Boulevard/Loma Lane	2006	Metered, to/from Otay	Executed 2005, due to expire 2015	Attached Amendment
7 Gillispie Drive	2011	Metered, to/from Otay	Combined agreement	Attached Amendment
8 Del Rio Road	2011	Metered, to/from Otay	executed 2012, no expiration	

1. An agreement will be created when the interconnect is improved (e.g., a meter added) in the future.
2. Agreement revisions described in detail below.

The five (5) interconnections with agreements summarized in the table above were compared and reviewed by Otay and Helix staff and corresponding legal counsels with the general intent of consistently updating all existing agreements. The attached "Second Agreement" was prepared for the Canta Lomas/Vista Grande. The attached amendments were created for the remaining interconnections with agreements (Sir Francis Drake Drive/Explorer Road, Sweetwater Springs Boulevard/Loma Lane and Gillispie Drive and Del Rio Road).

The most significant change to the agreements was removing expiration dates from the Term Section to match the Gillispie Drive and Del Rio Road existing agreement that was executed last year. Removing the current 10 year term from the existing agreements will save staff time tracking expiration dates and renewing agreements and also prevent the oversight of an expired agreement. The attached "Second Agreement" (see Attachment B-1) was created since the Canta Lomas/Vista Grande Road original agreement (see Attachment B-2) expired on April 16, 2011.

Other modifications include updates to Sections titled Delivery, Ability to Supply Water, Estimation of Quantity of Water Delivered, Maintenance, Water Quality, Access, Term, and Notice to provide consistency across all interconnect agreements. Also record site plans and/or improvement drawings were added to all agreements/amendments to provide consistent exhibits for each agreement. Where necessary, new Exhibits were edited in red to clarify ownership or maintenance boundaries.

**FISCAL IMPACT:**             Joe Beachem, Chief Financial Officer

None.

**STRATEGIC GOAL:**

This Project supports the District's Mission statement, "To provide high value water and wastewater services to the customers of the Otay Water District in a professional, effective, and efficient manner" and the General Manager's Vision, "A District that is at the forefront in innovations to provide water services at affordable rates, with a reputation for outstanding customer service."

**LEGAL IMPACT:**

None.

JM/BK:jf

P:\WORKING\CIP P2422\Staff Reports\Staff Report 11-6-13 Attachments and Exhibit\BD 11-06-13, Staff Report, Helix-Otay Interconnections Agreements and Amendments, (JM-BK).docx

**Attachments:**

Exhibit A - Location Map

Attachment A - Committee Action

Attachment B-1 - Second Agreement (Canta Lomas/Vista Grande Rd)

Attachment B-2 - Existing Agreement (Canta Lomas/Vista Grande Rd)

Attachment C-1 - Amendment (Sir Francis Drake Dr/Explorer Rd)

Attachment C-2 - Existing Agreement (Sir Francis Drake Dr/Explorer Rd)

Attachment D-1 - Amendment (Sweetwater Springs Blvd/Loma Ln)

Attachment D-2 - Existing Agreement (Sweetwater Springs Blvd/Loma Ln)

Attachment E-1 - Amendment (Gillispie Drive and Del Rio Road)

Attachment E-2 - Existing Agreement (Gillispie Drive and Del Rio Rd)



## ATTACHMENT A

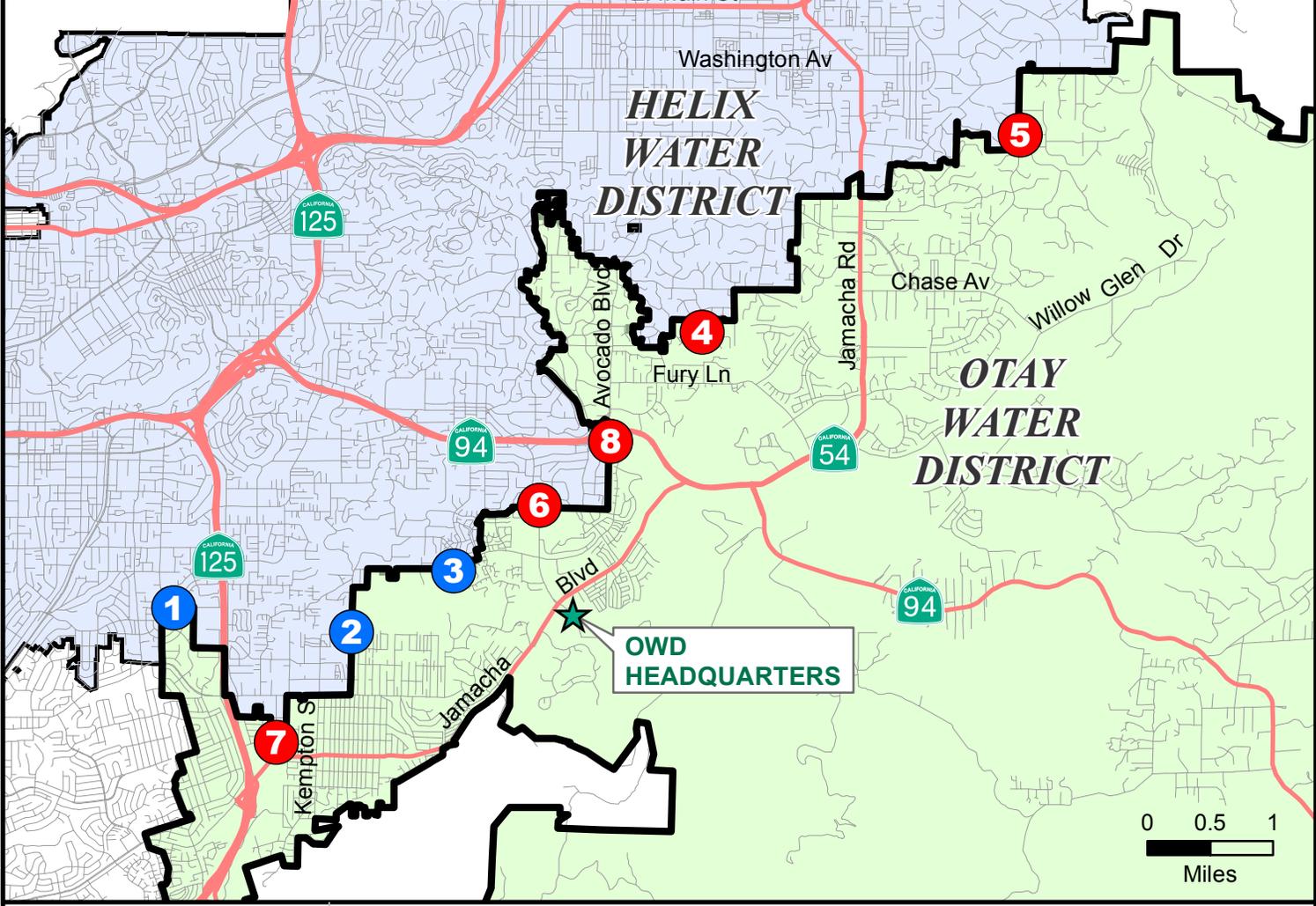
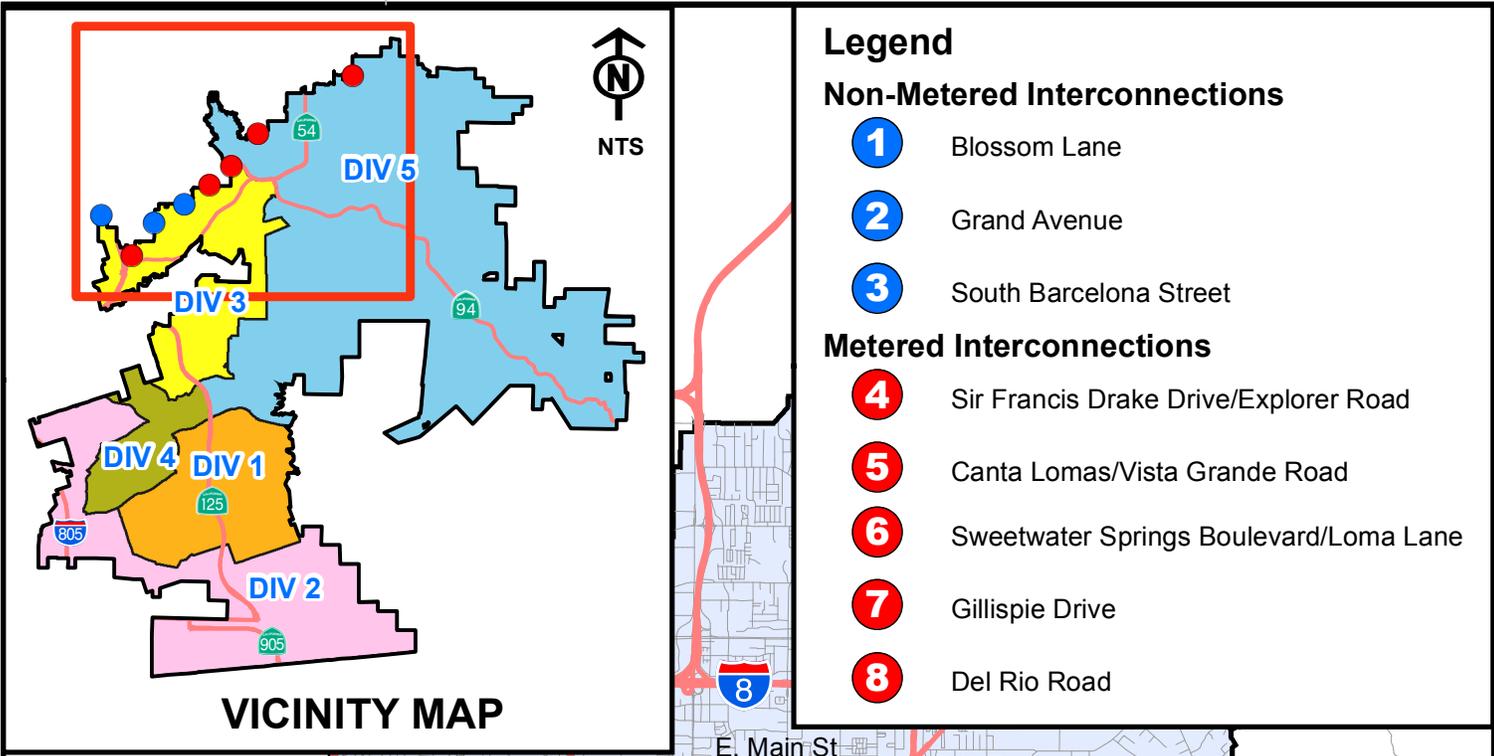
<b>SUBJECT/PROJECT:</b>  N/A	Approval of a Second Agreement between Otay Water District and Helix Water District for the Canta Lomas/Vista Grande Road Metered Interconnection and Approval of Amendments to Two (2) Agreements between Otay Water District and Helix Water District for the Sir Francis Drake Drive/Explorer Road and Sweetwater Springs Boulevard/Loma Lane Metered Interconnections
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### COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a meeting held on October 23, 2013. 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.



P:\WORKING\CIP\_P2422\Graphics\Exhibits\Exhibit A, Location Map.mxd



**OTAY WATER DISTRICT  
HELIX WATER DISTRICT & OTAY WATER DISTRICT  
EMERGENCY INTERCONNECTIONS**



EXHIBIT A

# ATTACHMENT B-1

## OWD WO 8960 / HELIX WO 3513 CANTA LOMAS – VISTA GRANDE INTERCONNECTION

### SECOND AGREEMENT FOR EMERGENCY INTERCONNECTIONS BETWEEN OTAY WATER DISTRICT AND HELIX WATER DISTRICT

This Agreement is made and entered into as of \_\_\_\_\_, 2013 and effective as of April 16, 2011, by and between Otay Water District, a Municipal Water District organized and existing pursuant to Water Code Section 71000 *et seq.*, (hereinafter referred to as “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 the “Authority”), and are retail water purveyors that receive water from the Authority.
- B. The 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. Helix and Otay entered into an Agreement for Emergency Interconnections Between Otay Water District and Helix Water District on April 16, 2001 (“First Agreement”), for a term of ten (10) years. After the ten-year period, the Parties continued to operate as though the First Agreement were effective and did not engage in the termination activities identified in Paragraph 14 of the First Agreement.
- D. The Parties desire by this Second Agreement to restate, renew, and clarify the terms of the First Agreement to continue providing emergency water service connections to each other.

#### AGREEMENT

#### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Definitions. For purposes of this Agreement, the following words and phrases shall have the following meanings:
  - a. Emergency. "Emergency" shall mean any sudden unexpected occurrence that significantly reduces available water so as to jeopardize the public health or safety, or scheduled maintenance where the interconnection is deemed the only source of potable water.

## ATTACHMENT B-1

- b. Surplus Capacity. "Surplus capacity" shall mean that amount of water, as determined by Helix and/or Otay, in excess of the amount necessary to meet the demand of its respective system.
2. Delivery. In emergency situations, as defined above in Section 1 (a), Helix and Otay shall supply treated water through their facilities to the interconnection located at Canta Lomas and Vista Grande Road, County of San Diego, as shown in Exhibit A, attached hereto and incorporated herein, when requested by either Party pursuant to the terms of this Agreement. Both Parties 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 Party prior to actual use. The supplying Party shall operate the interconnection.
3. 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 occurs. To the extent that surplus capacity is available, in the sole discretion of the delivering district with no undue burden on its water consumers, the receiving district may utilize the interconnection(s) described in the attached exhibit to the extent of such availability. Water service connections provided hereunder shall not be used to provide supplemental or additional water supply to meet growth in demand not already addressed in the Water Resources Master Plan for either district.
4. Estimate of Quantity of Water Delivered. The estimated quantity of water to be delivered under this agreement shall be mutually agreed upon by the two parties prior to its delivery. Both Parties shall use their best efforts to not exceed ninety (90) days delivery of water through the agreed upon connection in the aggregate in any calendar year.
5. Payment for Water Delivered. If water is delivered under the terms of this Agreement, the supplying district will report the amount of water that has been supplied through a meter to the receiving district, and to the Authority for credit, within ten (10) calendar days of receipt of delivered water. The districts agree to request that the Authority bill this amount to the receiving district and credit this amount to the supplying district. 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. Helix and Otay 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. Helix and Otay shall be responsible for any costs associated with their respective pipelines leading up to the interconnection, and responsible for 50% of all costs of any repair, required future relocation, or modification of the connection itself (vault, meter, etc.). Maintenance and maintenance costs related to the cleanup of graffiti on the facilities and meter testing and/or calibration (performed on October of each year) will alternate each calendar year between the Parties. Otay will be responsible for the even years, while Helix will be responsible for the odd years. Helix and Otay shall promptly share test results.

## ATTACHMENT B-1

7. Water Quality. Neither district warrants the quality of treated water delivered through any emergency interconnection established pursuant to this Agreement. The receiving District shall flush the connection at their own cost prior to providing service to its customers.
8. Access. During the term of this Agreement, authorized representatives of each district shall be granted access to the facilities and property of the other district for the purpose of establishing emergency interconnections pursuant to this Agreement, provided that the Party desiring access will provide at least 24 hour notice of such access. Such notice may be oral or written.
9. Indemnification. Each district shall be responsible for the willful misconduct and negligent acts or omissions of its officer, directors, agents, employees, and subcontractors. Each district 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 until terminated pursuant to the terms of this Agreement.
11. Integration. This Agreement, including any and all Exhibits to it, represent 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. The Parties agree that if any dispute shall arise in relation to this Agreement, they will attempt to resolve such dispute informally, in good faith. If such good faith informal resolution does not resolve the issue, the Parties agree that the matter will be directed to the General Managers of both Parties for another good faith attempt at resolution. If that attempt does not resolve the issue, the Parties agree to mediation under the rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law. Any agreements resulting from mediation shall be documented in writing by all Parties. All mediation results shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless all Parties otherwise agree in writing. If mediation is not successful, and an 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 ninety (90) days written notice to the other party. In the event of termination, Helix and Otay will

## ATTACHMENT B-1

be responsible for 50% each of the costs of disconnecting or removing connections. Salvaged metering devices, valves and hardware shall remain the property of the district that is responsible as shown on the approved improvement plans. The party that retains shared components owned 50% by each agency (e.g.; meter and vault) shall pay the other agency 50% of fair market salvage value of shared components.

14. Notice. Proposed amendments to this Agreement will be delivered by United States Post Office, certified mail, and addressed to:

General Manager  
Otay Water District  
2554 Sweetwater Springs Blvd.  
Spring Valley, CA 91978-2004

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

Any notice or instrument required to be given or delivered by this Agreement (e.g.; flow reporting) may be given or delivered by regular or electronic mail addressed to the designated representative.

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 Party until duly authorized officers of both parties have executed it. This Agreement, including 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 Parties.

ATTACHMENT B-1

*[signatures continued on next page]*

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

By: \_\_\_\_\_  
Mark Watton, General Manager  
Otay Water District

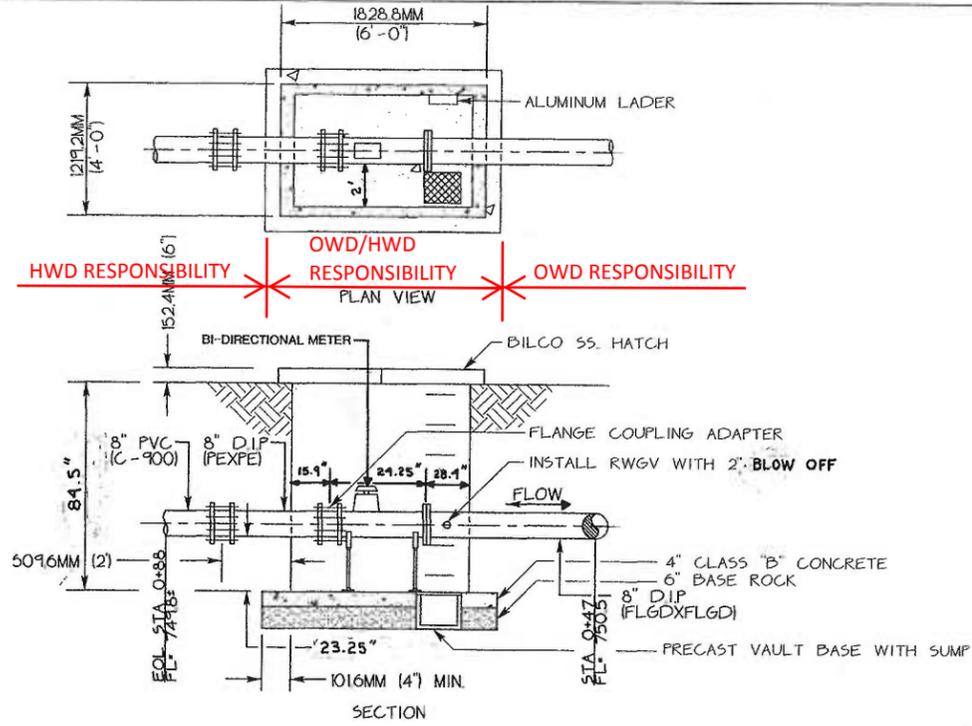
By: \_\_\_\_\_  
Carlos V. Lugo, General Manager  
Helix Water District

Approved as to form:

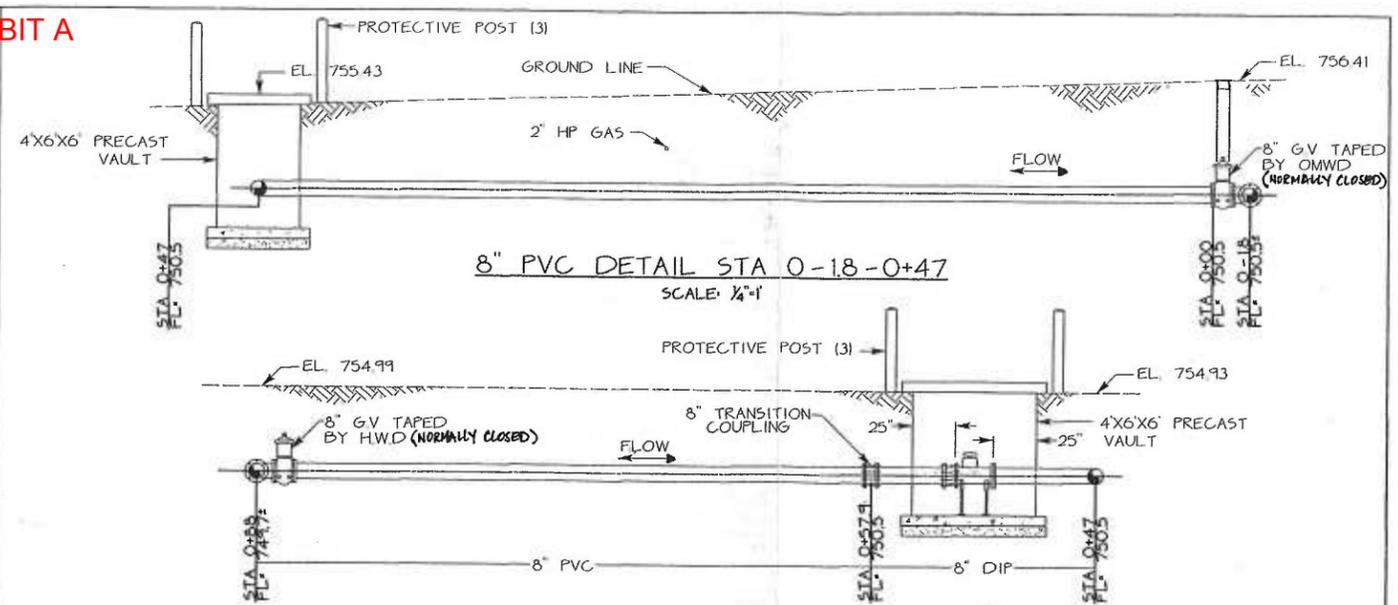
By: \_\_\_\_\_  
General Counsel  
Otay Water District

By: \_\_\_\_\_  
General Counsel  
Helix Water District

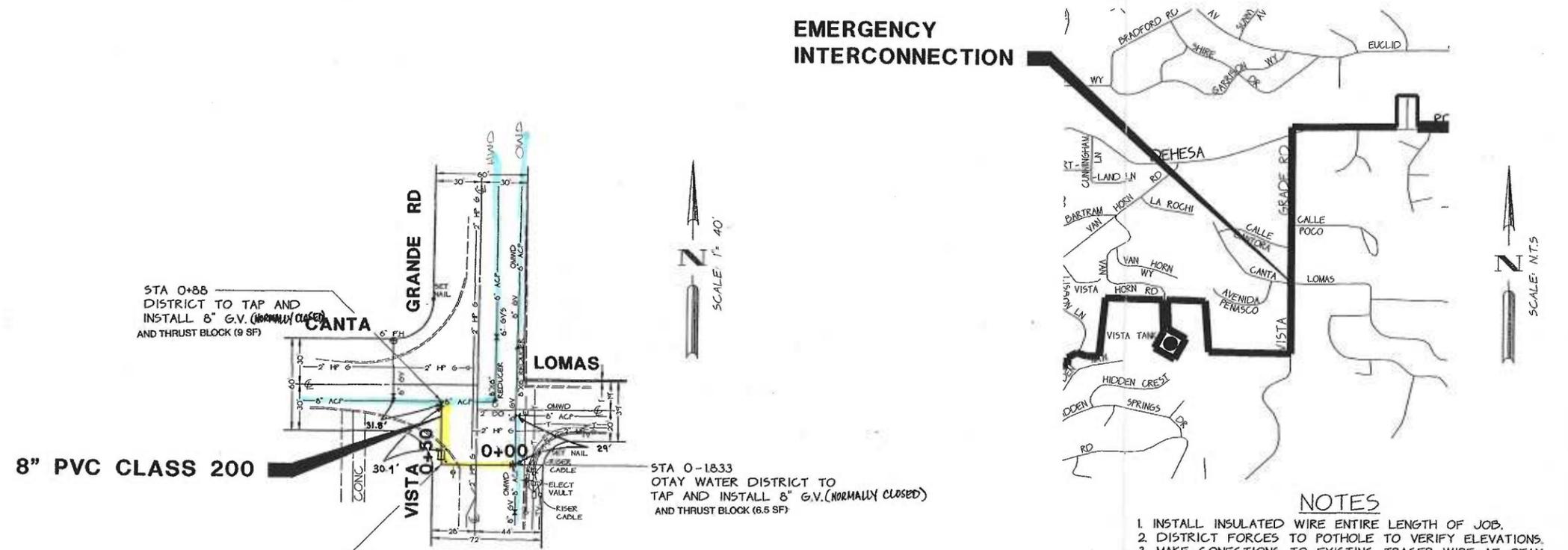
EXHIBIT A



VAULT DETAIL  
SCALE: NTS



**BENCHMARK**  
NAIL TOP OF BERM AT N/W CORNER OF INTERSECTION @ VISTA GRANDE AND CANTA LOMAS, 225' OF F.H. 44' NNE OF F.H. G.V.  
ELEV. 754.25 USGS DATUM



- NOTES**
1. INSTALL INSULATED WIRE ENTIRE LENGTH OF JOB.
  2. DISTRICT FORCES TO POTHOLE TO VERIFY ELEVATIONS.
  3. MAKE CONNECTIONS TO EXISTING TRACER WIRE AT OTAY W.D. AND H.W.D. (USE 3M-DBR-6)
  4. OTAY WATER DISTRICT HGL = 978 FEET  
HELIX WATER DISTRICT HGL = 978 FEET
- MAINTENANCE, REPAIR, OR OPERATION COSTS FOR THE INTERCONNECTION SHALL BE THE RESPONSIBILITY OF THE HELIX WATER DISTRICT.**



**OTAY WATER DISTRICT**  
2554 SWEETWATER SPRINGS BOULEVARD  
SPRING VALLEY, CALIFORNIA 91778-2096  
(619) 670-2222

DATE: 01/11/06  
DATE: 01/11/06

W.O. 3513 EST. \_\_\_\_\_ M-5-17-B  
CONTRACTOR \_\_\_\_\_ DISTRICT WORK FLAT M-5-17-C  
PIPELINE TYPE AND CLASS 8" CLASS 200 PVC  
INSPECTOR DISTRICT WORK  
AS CONSTRUCTED 1-6-2006 BY P. MCGINTY  
PLAN SHEETS CORRECTED 01/11/06 BY JH. [Signature]  
REFERENCES: \_\_\_\_\_  
\*NO TO BE BUILT PER STATE CODE TO VERIFY ELEVATIONS

**DISTRICT WORK**

**HELIX WATER DISTRICT**  
**EMERGENCY INTERCONNECTION @ S/W CORNER OF VISTA GRANDE AND CANTA LOMAS**

SURVEYED BY ADAMS SCALE: AS SHOWN APPROVED: [Signature]  
DRAWN BY WILLIAMS DATE: 06/2/00  
CHECKED BY ANIB. LUGO  
SHEET 1 OF 1 W.O. 3513

## ATTACHMENT B-2

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

This Agreement is made and entered into this 16<sup>th</sup> day of APRIL, 2001, between 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 the "Helix") and Otay Water District, a Municipal Water District organized and existing pursuant to Water Code Section 71000 et seq., (hereinafter referred to as "Otay").

#### RECITALS

- A. Helix and Otay are member agencies of the San Diego County Water Authority (hereinafter referred to as "Authority"), and are retail water purveyors, which receive water from 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. Helix and Otay desire by this Agreement to provide emergency water service connections to each other.

#### AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Definitions. For purposes of this Agreement, the following words and phrases shall have the following meanings:
  - a. Emergency. "Emergency" shall mean any sudden unexpected occurrence that significantly reduces available water so as to jeopardize the public health or safety.
  - b. Surplus Capacity. "Surplus capacity" shall mean that amount of water, as determined by Helix and Otay, in excess of the amount necessary to meet the demand of the Helix and Otay systems.
2. Delivery. In emergency situations, as defined below in Section 1 (a), Each district shall supply treated water through its facilities to the interconnection location shown on Exhibit A, attached hereto and incorporated herein, when requested by the other district pursuant to the terms of this Agreement. Each district 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 the supplying district prior to actual use. The supplying district shall operate the

## ATTACHMENT B-2

interconnection.

3. Ability to Supply Water. Neither district guarantees that surplus capacity will be available at the time an emergency occurs. To the extent that surplus capacity is available, in the sole discretion of the delivering district with no undue burden on its water consumers, the receiving district may utilize the interconnection(s) described in the attached Exhibit B to the extent available.
4. Design and Construction. Otay agrees that Helix shall front fund all costs of the design and construction of the interconnection. The design and specifications shall be subject to Helix' s and Otay' s mutual approval. Helix shall furnish all materials and perform all construction work necessary to make all connections, in accordance with approved plans and specifications. Upon 100% completion of the work, Helix shall bill Otay for 50% of all costs incurred. Payment shall be made by Otay within 30 days of receipt of invoice.
5. Estimate of Quantity of Water Delivered. The estimated quantity of water to be delivered under this agreement shall be mutually agreed upon by the two parties prior to its delivery. The delivery of water through the agreed upon connection shall not exceed ninety (90) days in the aggregate in any calendar year.
6. Payment for Water Delivered. If water is delivered under the terms of this Agreement, the supplying district will report the amount of water that has been supplied through a meter to the receiving district, and to the Authority for credit, within ten (10) calendar days of receipt of delivered water. The districts agree to request that the Authority bill this amount to the receiving district and credit this amount to the supplying district. 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.
7. Maintenance. Helix and Otay shall be responsible for their fair share of maintenance and operation costs of the valve(s) connecting to their respective systems, as shown in exhibit(s), attached hereto and incorporated herein. Helix and Otay shall be solely responsible for any costs associated with their respective pipelines leading up to the interconnection, and responsible for 50% of all costs of any repair, required future relocation, or modification of the connection itself.
8. Water Quality and Demand. Neither district warrants the quality of treated water delivered through any emergency interconnection established pursuant to this Agreement. Water service connections provided hereunder shall not be used to provide supplemental or additional water supply to meet growth in demand not already addressed in the Water Resource Management Plan for either district.
9. Access. During the term of this Agreement, authorized representatives of each district shall be granted access to the facilities and property of the other district for the purpose of

## ATTACHMENT B-2

establishing emergency interconnections pursuant to this Agreement.

10. Indemnification. Each district shall be responsible for the willful misconduct and negligent acts or omissions of its officer, directors, agents, employees, and subcontractors. Each district 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.
11. 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. In addition, the Agreement may be extended for one (1) additional and successive ten (10) year period or part thereof, based upon Helix' s and Otay' s needs. A request for extension may be made by either Helix or Otay by written notice to the other, one hundred and eighty (180) days prior to the expiration of the term of this Agreement. Extensions of this 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.
12. Integration. This Agreement, including any and all Exhibits to it, represent 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.
13. 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 attorneys' fees, as determined by the court.
14. Termination. Either party may terminate this agreement upon ninety (90) days written notice. In the event of termination, Helix and Otay will be responsible for 50% each of the costs of disconnecting or removing connections. Salvaged metering devices, valves and hardware shall remain the property of the district that is responsible as shown on the approved improvement plans.
15. 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:

ATTACHMENT B-2

Assistant Chief of Engineering  
Otay Water District  
2554 Sweetwater Springs Blvd.  
Spring Valley, California 91978-2096

Director of Engineering/Chief Engineer  
Helix Water District  
7811 University Avenue  
La Mesa, California 92941-4927

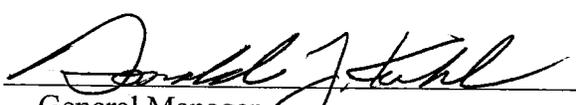
and shall be effective upon receipt.

16. 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.
17. Assignment. In no event shall this Agreement be assigned by either party without first obtaining the prior written consent of the other party.
18. 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.
19. 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, including 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.

ATTACHMENT B-2

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

By:   
Assistant Chief of Engineering  
Otay Water District

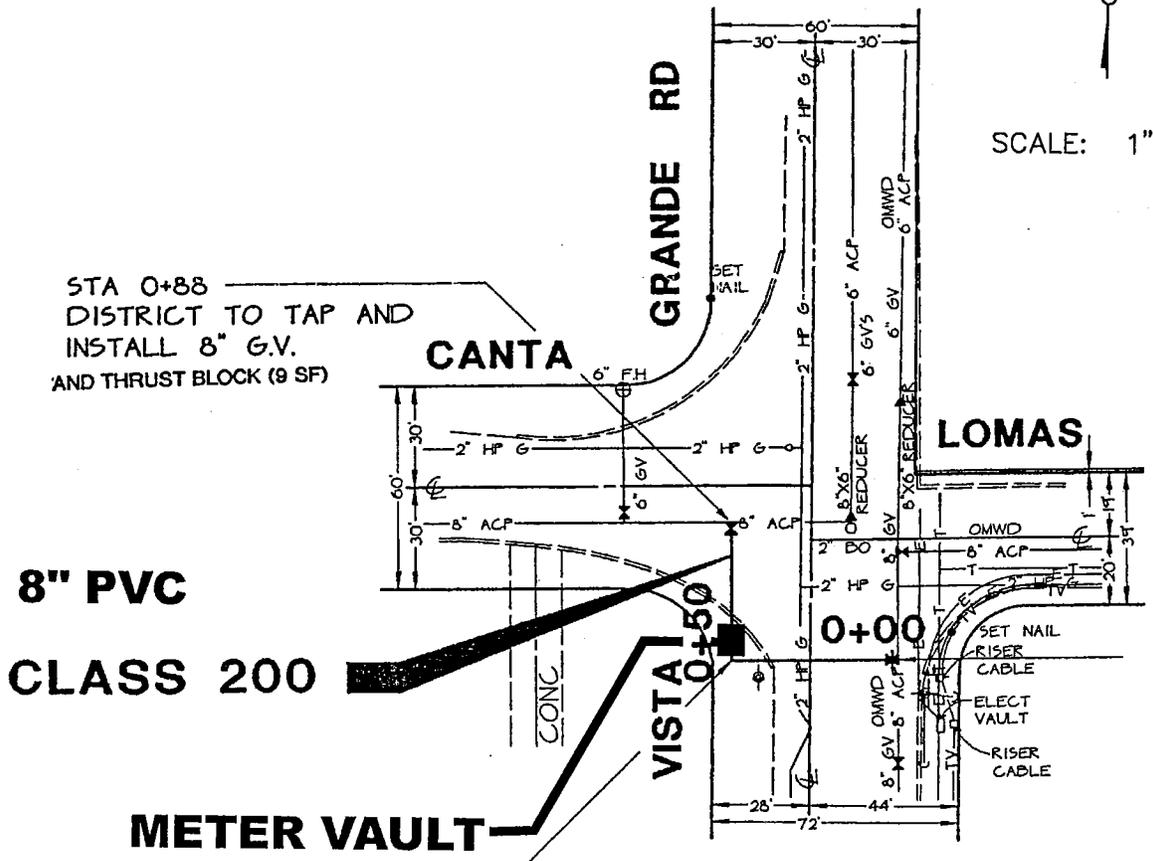
By:   
General Manager  
Helix Water District

APPROVED AS TO FORM:

By:   
General Counsel  
Helix Water District



SCALE: 1"=400'



STA 0+88  
DISTRICT TO TAP AND  
INSTALL 8" G.V.  
AND THRUST BLOCK (9 SF)

CANTA

GRANDE RD

LOMAS

8" PVC  
CLASS 200

VISTA

METER VAULT

STA 0+47 INSTALL 8" 90'  
BEND D = 90' RT.  
(FLGDXMJ) AND THRUST BLOCK (9 SF)



DRAWING 960-Exhibit A.dwg 03/23/2001 08:32:57 AM PST



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

W.O. 8960

EXHIBIT "A"

**MEMORANDUM**

**Date:** October 17, 1997  
**To:** Donald R. Kaiser, Assistant General Manager/Chief Engineer  
**From:** Aneld Anub, Jr. Civil Engineer  
**Subject:** UPDATED PRIORITIZED INTERCONNECTIONS

---

Joe Young, Carlos Lugo, and myself had a meeting on May 1997 concerning the above mentioned. It was determined that the proposed interconnections would be prioritized in the following matter, based on importance and necessity:

**1. Otay Water District (Otay #1):**

- Location:** Intersection of Canta Lomas and Vista Grande.
- Gradient:** Otay's gradient is 978.0 ft. and Helix's Vista and South Rim gradients are also at 978.0 ft..
- Storage Capacity:** Otay's tank is 2.5 MG, Helix's Vista Tank is 1.16 MG and South Rim is 1.0 MG.
- Existing Facilities:** Helix has a 6" main that runs parallel to Otay's 6" main along Vista Grande at Canta Lomas.
- This connection would benefit both agencies.*

**2. Otay Water District (Otay #3):**

- Location:** Intersection of Sweetwater Springs Blvd. and Helix Water District/Otay Water District's boundary.
- Gradient:** Otay's gradient is 850 ft. and Helix's Dictionary Hill is 851.3 ft..
- Storage Capacity:** Otay's tank is 3.0 MG and Helix's Dictionary Hill is 3.01 MG.
- Existing Facilities:** Helix has an 8" main that ends approximately 150 ft. north of the District Boundary. Otay has a 12" main that ends at the District Boundary.
- This connection would benefit both agencies.*

**3. Riverview Water District (Riverview #1):**

- Location:** Intersection of Winter Gardens Blvd. and Royal Road.
- Gradient:** Riverview's gradient is 836 ft. and Helix's Tunnel Hill (reduced) gradient is 783.0 ft..
- Storage Capacity:** Riverview's tank is 2.0 MG and Helix's Tunnel Hill 1A & 1B tanks total 2.98 MG.
- Existing Facilities:** Helix has a 6" main that runs along Royal Road, while Riverview has a 6" main in Winter Gardens Blvd. ending at Royal Rd..
- This connection would benefit Helix Water District only.*

**EXHIBIT B**

**4. City of San Diego (City of San Diego #1):**

- Location:* Intersection of San Angelo Dr. and the District Boundary.
- Gradient:* City's gradient in the San Carlos area is 849.0 ft., while Helix's Aldwych system gradient is 835.5 ft..
- Storage Capacity:* City's storage capacity is 5.0 MG, while Helix's Aldwych tanks are 1.90 MG & 0.93 MG.
- Existing Facilities:* Helix has a 14" main that runs along Dallas St., approximately 200' south of the City's 8" main at the intersection of Blue Lake Dr. and Arrowhead Dr..
- This connection would benefit both agencies.*

Other proposed interconnections that were not prioritized due to the longevity of the budget and construction process of the first 4 interconnections. But will be prioritized upon completion of the first 4 proposed interconnection. They are as follows:

**Otay Water District:**

- Otay #2:**
- Location:* Intersection of Del Rio Rd. and Helix/Otay Boundary.
  - Gradient:* Otay's gradient is 850', Helix's Dictionary Hill gradient is 851.3'.
  - Storage Capacity:* Otay's tank is 3.0 MG and Helix's Dictionary Hill tank is 3.01 MG.
  - Existing Facilities:* Helix has a 6" main that ends approximately 150' west of Helix/Otay Boundary. Otay has a 10" main that ends at the boundary.
  - This connection would benefit both agencies.*

- Otay #4:**
- Location:* Intersection of Gallespie Dr. and Orville St.
  - Gradient:* Otay's gradient is 657' and helix's gradient is 656'.
  - Storage Capacity:* Otay's total storage is 1.84 MG and Helix's Grossmont Reservoir is 30 MG.
  - Existing Facilities:* Helix has a 6" main that ends approximately 150' north of Orville St.. Otay has a 14" main that runs along Orville St..
  - This connection would benefit both agencies.*

**Padre Dam Municipal Water District:**

- Padre Dam #2:**
- Location:* Intersection of Graves Avenue and Helix/Padre Dam Boundary.
  - Gradient:* Padre Dam's gradient is 629' and Helix's gradient is approximately 650'.

- Storage Capacity:* Padre Dam's tank is 0.714 MG. Helix's is 25MGD to 40 MGD supplied from Levy through the 54" transmission main.
- Existing Facilities:* Helix has an 8" main in Graves Ave. that ends at District's boundary, approximately 150' south of Padre Dam's existing 10" main in Graves Ave.
- This connection will primarily benefit Padre Dam. Under extreme conditions, Padre's system could supply approximately 50 psi to Helix's El Cajon Gravity system.*

**Padre Dam #3:**

- Location:* Intersection of Cuyamaca St. and Helix/Padre Dam Boundary.
- Gradient:* Padre Dam's gradient is 629' and Helix's gravity system gradient is approximately 650'.
- Storage Capacity:* Padre Dam's tank capacity is 1.5 MG and Helix's capacity is 25 to 40 MGD from Levy supplied through the 54" transmission main.
- Existing Facilities:* Helix has a 6" main in Cuyamaca St. that ends approximately 200' from Padre Dam's 10" main which ends at the District Boundary.
- This connection will primarily benefit Padre Dam. Under extreme conditions, Padre's system could supply about 50 psi to Helix's El Cajon Gravity system.*

**Lakeside Water District:****Lakeside #1:**

- Location:* Intersection of Ha-Hanna Rd. and District Boundary.
- Gradient:* Lakeside's gradient is 688' and Helix's Johnstown (reduced) gradient is 784'.
- Storage Capacity:* Lakeside Reservoir No. 1 is 2.0 MG while Helix's Johnstown tank is 2.31 MG and Tunnel Hill No. 1 (A & B) tanks are 2.04 MG and 0.94 MG, respectively.
- Existing Facilities:* Helix has a 6" main in Ha-Hanna Rd. that ends approximately 200' from Lakeside's 8" main.
- This connection would benefit Lakeside Water District only.*

cc: Mike Brown  
Carlos Lugo  
Joe Young  
Chuck Sepich  
Jean Shaff

# ATTACHMENT C-1

## HELIX WO 1841 / OWD CIP P2487 SIR FRANCIS DRAKE DRIVE EMERGENCY INTERCONNECTION

### AMENDMENT TO AGREEMENT FOR EMERGENCY INTERCONNECTION BETWEEN HELIX WATER DISTRICT AND OTAY WATER DISTRICT

This Amendment is made and entered into as of \_\_\_\_\_, 2013 by and between Otay Water District, a Municipal Water District organized and existing pursuant to Water Code Section 71000 *et seq.*, (hereinafter referred to as “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

**WHEREAS**, the Parties entered into an Agreement (the “Agreement”) on May 21, 2008 for emergency interconnection for the **Sir Francis Drake Drive Emergency Interconnection Project, Helix WO 1841 and Otay CIP P2487** (the “Project”); and

**WHEREAS**, Section 19 of the Agreement provides that either Helix or Otay may give notice that they wish to amend this Agreement at any time, an amendment to the Agreement will be mutually agreed upon by both Helix and Otay in writing; and

**WHEREAS**, Helix and Otay desire to amend the Agreement to incorporate the required revisions to the Agreement.

**NOW THEREFORE**, in consideration of the Recitals and mutual obligations of the parties as herein expressed, Helix and Otay agree as follows:

1. That Section 1, Delivery be deleted in its entirety and replaced with the following:  
  
“1. Delivery. In emergency situations, as defined below in Section 1 (a), Helix shall supply treated water through its facilities to the interconnection located as shown in Exhibit A and Exhibit B, 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.”
  
2. That Section 1(a), “Emergency”, Defined be deleted in its entirety and replaced with the following:  
  
“a. “Emergency”, Defined. Emergency shall mean any sudden unexpected occurrence that significantly reduces available water so as to jeopardize the public

## ATTACHMENT C-1

health or safety, or scheduled maintenance where the interconnection is deemed the only source of potable water.”

3. That Section 1(b), “Surplus Capacity”, Defined be deleted in its entirety and replaced with the following:

“b. “Surplus Capacity”, Defined. Surplus Capacity is defined as the amount of water, as determined by Helix and/or Otay, in excess of the amount necessary to meet the demand of its respective system.”

4. That Section 2, Ability to Supply Water be deleted in its entirety and replaced with the following:

“2. Ability to Supply Water. Helix does not guarantee that surplus capacity, as defined above in Section 1(b), will be available at the time an emergency occurs. To the extent that surplus capacity is available, in the sole discretion of Helix with no undue burden on its water consumers, the receiving district may utilize the interconnection(s) described in Exhibit A and Exhibit B to the extent of such availability. Water service connections provided hereunder shall not be used to provide supplemental or additional water supply to meet growth in demand not already addressed in the Water Resources Master Plan for either district.”

5. That Section 4, Estimation of Quantity of Water Delivered be deleted in its entirety and replaced with the following:

“4. Estimation of Quantity of Water Delivered. The estimated quantity of water to be delivered under this Agreement shall be mutually agreed upon by the Parties prior to its delivery. Otay shall use its best effort to not exceed ninety (90) days delivery of water through the agreed upon connection in the aggregate in any calendar year.”

6. That Section 6, Maintenance be deleted in its entirety and replaced with the following:

“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 and Exhibit B, 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, meter testing and/or calibration (performed on October of each year), or modification of the connection itself (vault, meter, etc.). Otay shall promptly share any test results with Helix.”

7. That Section 7, Water Quality be amended to include the following:

## ATTACHMENT C-1

“The receiving district shall flush the connection at their own cost prior to providing service to its customers.”

8. That Section 8, Access be amended to include the following:

“The Party desiring access will provide at least 24 hour notice of such access. Such notice may be oral or written.”

9. That Section 10, Term be deleted in its entirety and replaced with the following:

“10. Term. The term of this Agreement shall be from the date of its execution until terminated pursuant to the terms of this Agreement.”

10. That Section 12, Laws, Venue, and Attorneys’ Fees be deleted in its entirety and replaced with the following:

“12. Laws, Venue, and Attorneys’ Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. The Parties agree that if any dispute shall arise in relation to this Agreement, they will attempt to resolve such dispute informally, in good faith. If such good faith informal resolution does not resolve the issue, the Parties agree that the matter will be directed to the General Managers of both Parties for another good faith attempt at resolution. If that attempt does not resolve the issue, the Parties agree to mediation under the rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law. Any agreements resulting from mediation shall be documented in writing by all Parties. All mediation results shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless all Parties otherwise agree in writing. If mediation is not successful, and an 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.”

11. That Section 13, Termination be deleted in its entirety and replaced with the following:

“13. Termination. Either party may terminate this Agreement upon ninety (90) 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.”

12. That Section 14, Notice be deleted in its entirety and replaced with the following:

ATTACHMENT C-1

“14. Notice. Proposed amendments to this Agreement will be delivered by United States Post Office, certified mail, and addressed to:

General Manager  
Otay Water District  
2554 Sweetwater Springs Blvd.  
Spring Valley, CA 91978-2004

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

Any notice or instrument required to be given or delivered by this Agreement (e.g.; flow reporting) may be given or delivered by regular or electronic mail addressed to the designated representative.”

- 13. That all of the terms and conditions of the original Agreement shall remain in full force and effect.
- 14. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment unless elimination of such provision materially alters the rights and obligations set forth herein.

IN WITNESS WHEREOF, this First Amendment to Agreement is executed by Helix and Otay on the day and year first written above.

HELIX WATER DISTRICT

OTAY WATER DISTRICT

By: \_\_\_\_\_  
Name: Carlos V. Lugo  
Title: General Manager

By: \_\_\_\_\_  
Name: Mark Watton  
Title: General Manager

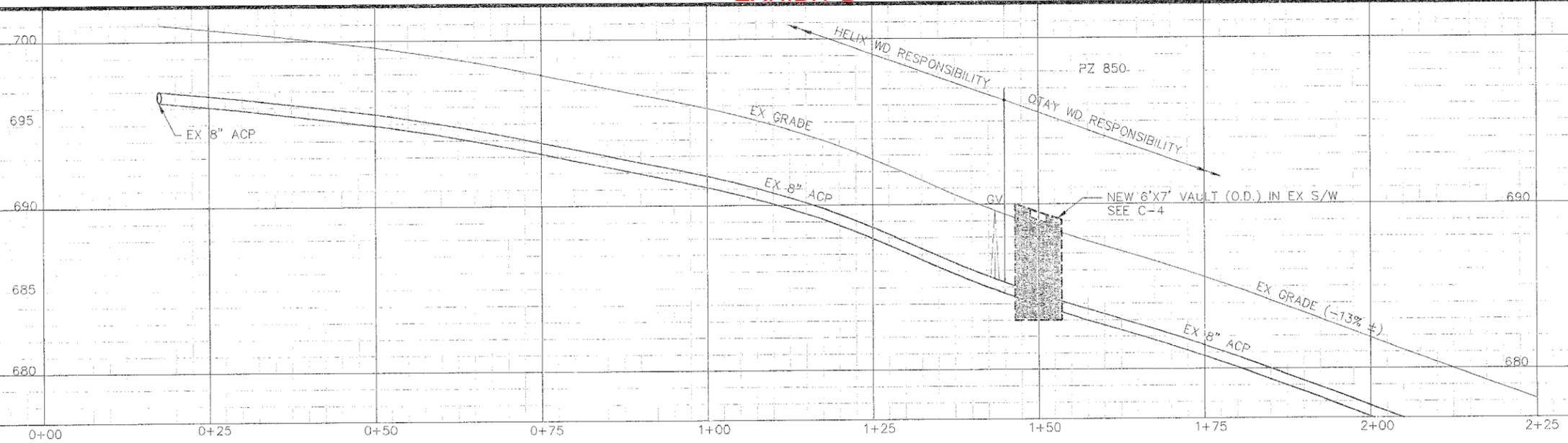
**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

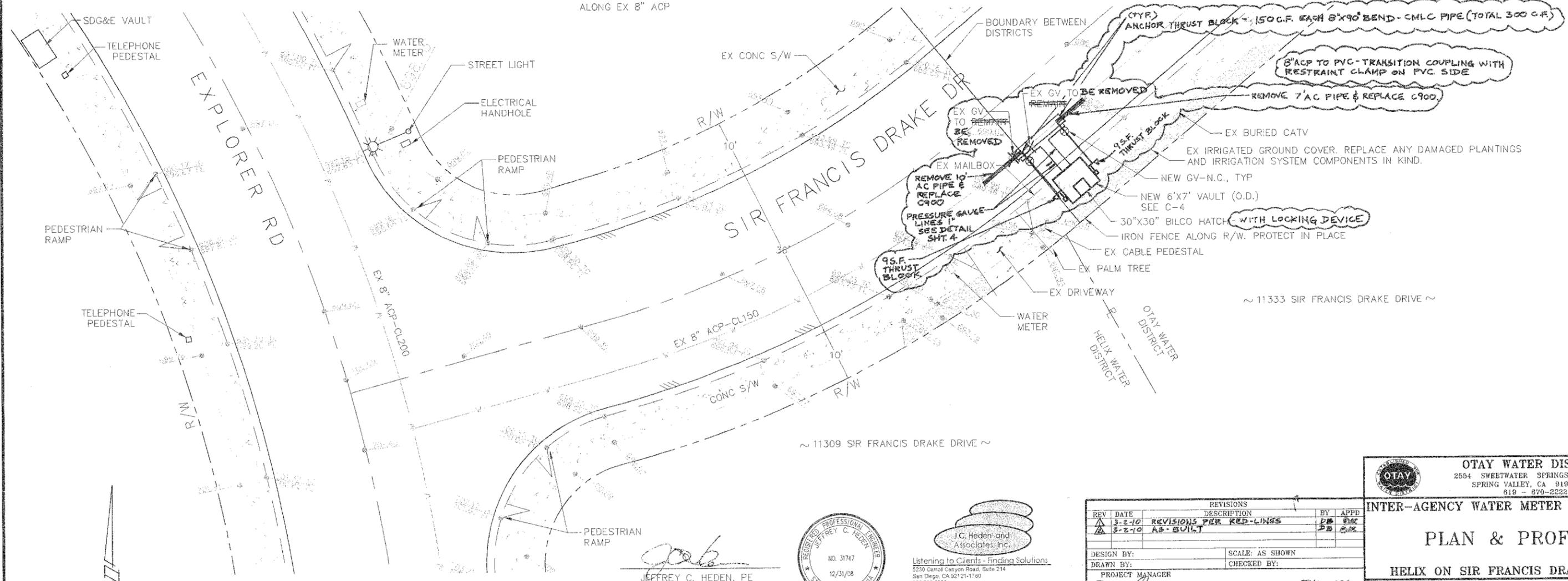
By: \_\_\_\_\_  
General Counsel  
Helix Water District

By: \_\_\_\_\_  
General Counsel  
Otay Water District

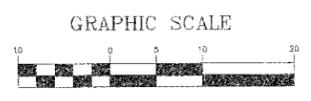
ATTACHMENT C-1  
EXHIBIT B



**PROFILE**  
ALONG EX 8" ACP



**PLAN**



J.C. Heden and Associates, Inc.  
Listening to Clients - Finding Solutions  
5230 Carral Canyon Road, Suite 214  
San Diego, CA 92121-1780  
619.332.9335  
www.jcheden.com

*Jeffrey C. Heden*  
JEFFREY C. HEDEN, PE

REVISIONS			
REV	DATE	DESCRIPTION	BY
1	3-2-10	REVISIONS PER RED-LINES	DB
2	3-2-10	AS-BUILT	DB

DESIGN BY: \_\_\_\_\_ SCALE: AS SHOWN  
DRAWN BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_  
PROJECT MANAGER: \_\_\_\_\_  
DANIEL E. KAY, PE C71077 5/13/08  
RCE NO. DATE

DRAWING REFERENCES:  
Co of SD WO 9511 File No : Est 2032

C-3

**OTAY WATER DISTRICT**  
2554 SWEETWATER SPRINGS BOULEVARD  
SPRING VALLEY, CA 91970-2004  
619 - 370-2222

**INTER-AGENCY WATER METER CONNECTIONS**

**PLAN & PROFILE**

**HELIX ON SIR FRANCIS DRAKE DRIVE**

DATE	5-14-08	SHEET 6
DATE	5-14-08	OF 10 SHEETS

RCE C48145

# ATTACHMENT C-2

## 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 May 21, 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.

## ATTACHMENT C-2

- 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 I(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.).

## ATTACHMENT C-2

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.

## ATTACHMENT C-2

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.

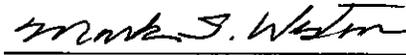
15. Severability. In the event any one of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable 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]*

ATTACHMENT C-2

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:

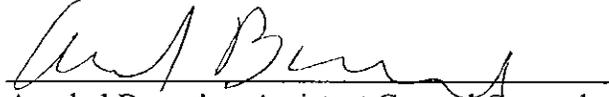
By:   
General Counsel  
Helix Water District

ATTACHMENT C-2

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

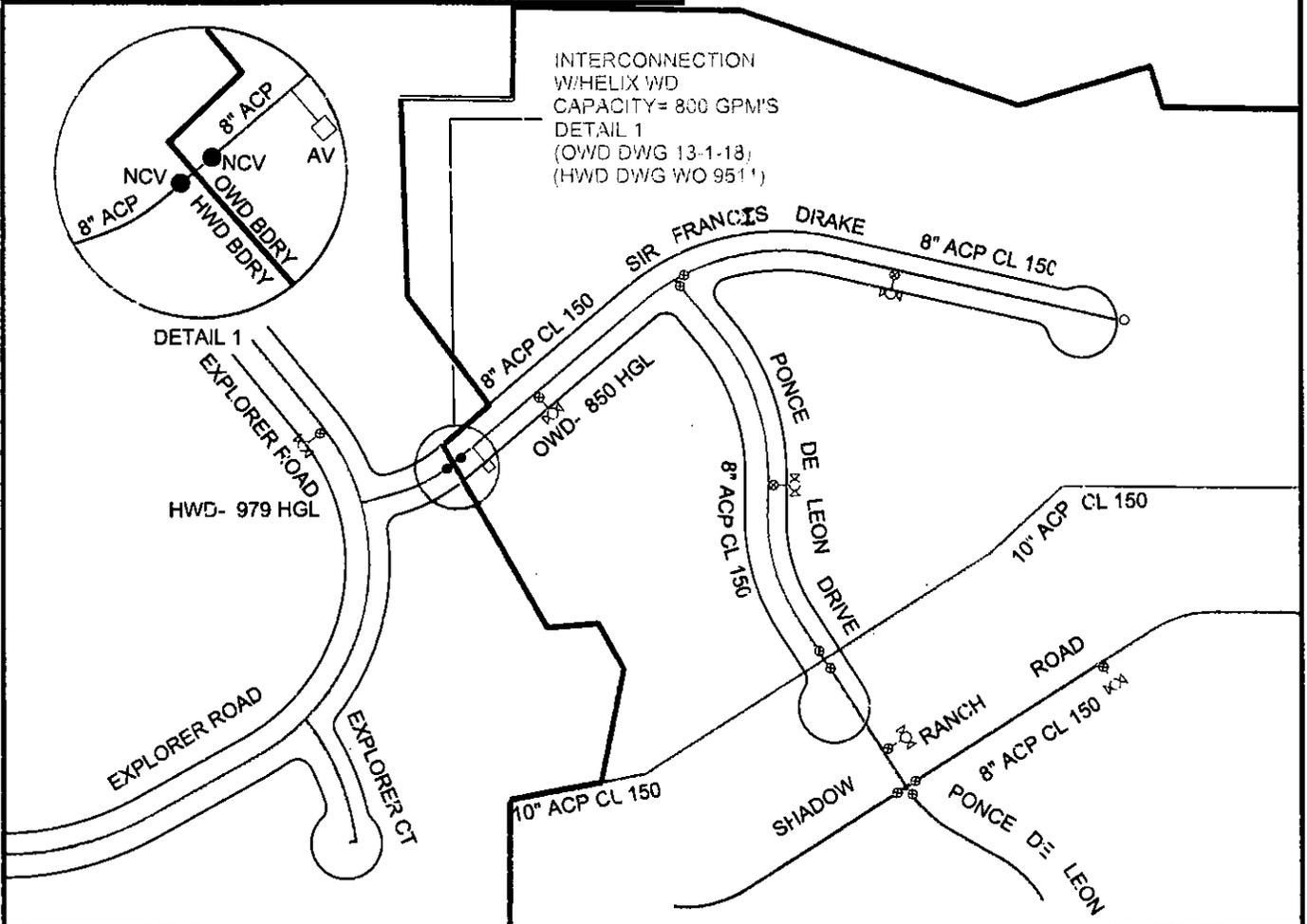
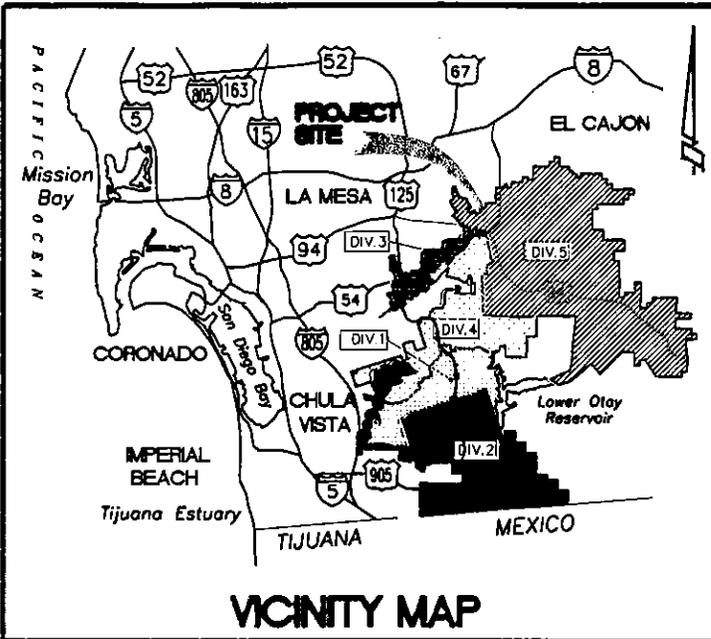
The Agreement (Agreement) for Emergency Interconnection between the Otay Water District ("Otay") and Helix Water District ("Helix"), providing for the emergency water service connections for water to be transferred from Helix to Otay in an Emergency (as defined in the Agreement), is approved as to form on the date indicated below.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Aerobel Banuelos, Assistant General Counsel

6-10-08  
\_\_\_\_\_  
Date

ATTACHMENT C-2



P:\A\1011161\1011161.dwg 10/20/2008 11:45:43 AM 1981



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

P2422

**EXHIBIT A**

# ATTACHMENT D-1

## HELIX WO 730 / OWD CIPW422-WO30093 SWEETWATER SPRINGS BLVD EMERGENCY INTERCONNECTION

### AMENDMENT TO AGREEMENT FOR EMERGENCY INTERCONNECTION BETWEEN HELIX WATER DISTRICT AND OTAY WATER DISTRICT

This Amendment is made and entered into as of \_\_\_\_\_, 2013 by and between Otay Water District, a Municipal Water District organized and existing pursuant to Water Code Section 71000 *et seq*, (hereinafter referred to as “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

**WHEREAS**, the Parties entered into an Agreement (the “Agreement”) on October 26, 2005 for emergency interconnection for the **Emergency Interconnection at Sweetwater Springs Blvd Project, Helix WO 730 and Otay CIPW422-WO 30093** (the “Project”); and

**WHEREAS**, Section 19 of the Agreement provides that either Helix or Otay may give notice that they wish to amend this Agreement at any time, an amendment to the Agreement will be mutually agreed upon by both Helix and Otay in writing; and

**WHEREAS**, Helix and Otay desire to amend the Agreement to incorporate the required revisions to the Agreement.

**NOW THEREFORE**, in consideration of the Recitals and mutual obligations of the parties as herein expressed, Helix and Otay agree as follows:

1. That Section 1, Delivery be deleted in its entirety and replaced with the following:

“1. Delivery. In emergency situations, as defined below in Section 1 (a), Helix and Otay shall supply treated water through their facilities to the interconnection located as shown in Exhibit A, Exhibit B and Exhibit C, attached hereto and incorporated herein, when requested by either Party pursuant to the terms of this Agreement. Both Parties 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 Party prior to actual use. The supplying Party shall operate the interconnection.”

2. That Section 1(a), “Emergency”, Defined be deleted in its entirety and replaced with the following:

“a. “Emergency”, Defined. Emergency shall mean any sudden unexpected occurrence that significantly reduces available water so as to jeopardize the public health or safety, or scheduled maintenance where the interconnection is deemed the only source of potable water.”

## ATTACHMENT D-1

3. That Section 1(b), “Surplus Capacity”, Defined be deleted in its entirety and replaced with the following:

“b. “Surplus Capacity”, Defined. Surplus Capacity is defined as the amount of water, as determined by Helix and/or Otay, in excess of the amount necessary to meet the demand of its respective system.”
4. That Section 2, Ability to Supply Water be deleted in its entirety and replaced with the following:

“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 occurs. To the extent that surplus capacity is available, in the sole discretion of the delivering district with no undue burden on its water consumers, the receiving district may utilize the interconnection(s) described in Exhibit A, Exhibit B and Exhibit C to the extent of such availability. Water service connections provided hereunder shall not be used to provide supplemental or additional water supply to meet growth in demand not already addressed in the Water Resources Master Plan for either district.”
5. That Section 4, Estimation of Quantity of Water Delivered be deleted in its entirety and replaced with the following:

“4. Estimation of Quantity of Water Delivered. The estimated quantity of water to be delivered under this Agreement shall be mutually agreed upon by the Parties prior to its delivery. Both Parties shall use their best efforts to not exceed ninety (90) days delivery of water through the agreed upon connection in the aggregate in any calendar year.”
6. That Section 6, Maintenance be deleted in its entirety and replaced with the following:

“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, Exhibit B and Exhibit C, attached hereto and incorporated herein. Helix and Otay shall be responsible for any costs associated with their respective pipelines leading up to the interconnection, and responsible for 50% of all costs of any repair, required future relocation, or modification of the connection itself (vault, meter, etc.). Maintenance and maintenance costs related to the cleanup of graffiti on the facilities and meter testing and/or calibration (performed on October of each year) will alternate each calendar year between the Parties. Otay will be responsible for the even years, while Helix will be responsible for the odd years. Helix and Otay shall promptly share test results.”
7. That Section 7, Water Quality be amended to include the following:

“The receiving district shall flush the connection at their own cost prior to providing service to its customers.”

## ATTACHMENT D-1

8. That Section 8, Access be amended to include the following:

“The Party desiring access will provide at least 24 hour notice of such access. Such notice may be oral or written.”
9. That Section 10, Term be deleted in its entirety and replaced with the following:

“10. Term. The term of this Agreement shall be from the date of its execution until terminated pursuant to the terms of this Agreement.”
10. That Section 12, Laws, Venue, and Attorneys’ Fees be deleted in its entirety and replaced with the following:

“12. Laws, Venue, and Attorneys’ Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. The Parties agree that if any dispute shall arise in relation to this Agreement, they will attempt to resolve such dispute informally, in good faith. If such good faith informal resolution does not resolve the issue, the Parties agree that the matter will be directed to the General Managers of both Parties for another good faith attempt at resolution. If that attempt does not resolve the issue, the Parties agree to mediation under the rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law. Any agreements resulting from mediation shall be documented in writing by all Parties. All mediation results shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless all Parties otherwise agree in writing. If mediation is not successful, and an 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.”
11. That Section 13, Termination be deleted in its entirety and replaced with the following:

“13. Termination. Either party may terminate this agreement upon ninety (90) days written notice to the other party. In the event of termination, Helix and Otay will be responsible for 50% each of the costs of disconnecting or removing connections. Salvaged metering devices, valves and hardware shall remain the property of the district that is responsible as shown on the approved improvement plans. The party that retains shared components owned 50% by each agency (e.g.; meter and vault) shall pay the other agency 50% of fair market salvage value of shared components.”
12. That Section 14, Notice be deleted in its entirety and replaced with the following:

“14. Notice. Proposed amendments to this Agreement will be delivered by United States Post Office, certified mail, and addressed to:

ATTACHMENT D-1

General Manager  
Otay Water District  
2554 Sweetwater Springs Blvd.  
Spring Valley, CA 91978-2004

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

Any notice or instrument required to be given or delivered by this Agreement (e.g.; flow reporting) may be given or delivered by regular or electronic mail addressed to the designated representative.”

- 13. That all of the terms and conditions of the original Agreement shall remain in full force and effect.
- 14. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment unless elimination of such provision materially alters the rights and obligations set forth herein.

IN WITNESS WHEREOF, this First Amendment to Agreement is executed by Helix and Otay on the day and year first written above.

HELIX WATER DISTRICT

OTAY WATER DISTRICT

By: \_\_\_\_\_  
Name: Carlos V. Lugo  
Title: General Manager

By: \_\_\_\_\_  
Name: Mark Watton  
Title: General Manager

**APPROVED AS TO FORM:**

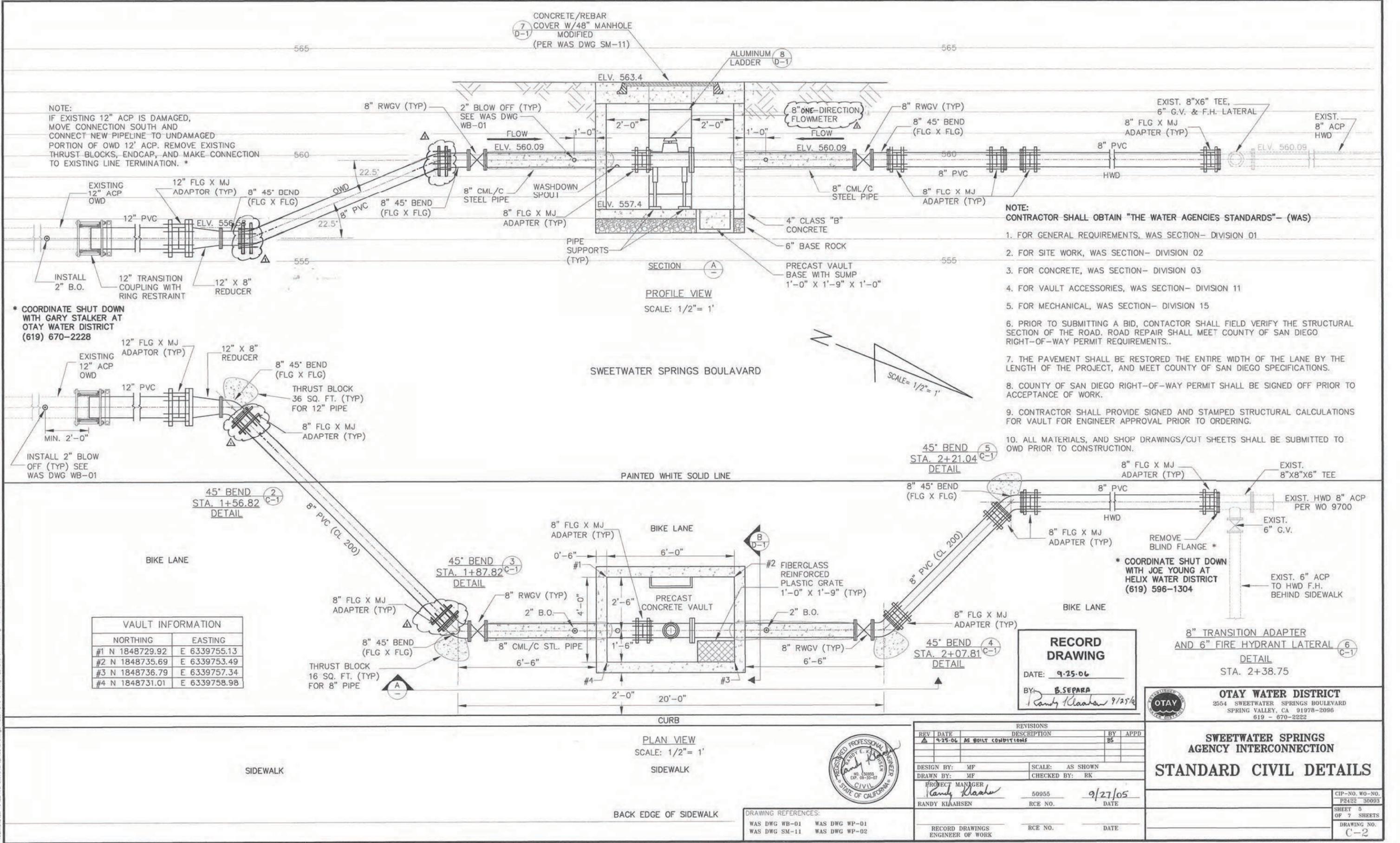
**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
General Counsel  
Helix Water District

By: \_\_\_\_\_  
General Counsel  
Otay Water District



**ATTACHMENT D-1**  
**EXHIBIT C**



**NOTE:**  
IF EXISTING 12" ACP IS DAMAGED, MOVE CONNECTION SOUTH AND CONNECT NEW PIPELINE TO UNDAMAGED PORTION OF OWD 12" ACP. REMOVE EXISTING THRUST BLOCKS, ENDCAP, AND MAKE CONNECTION TO EXISTING LINE TERMINATION. \*

- NOTE:**  
**CONTRACTOR SHALL OBTAIN "THE WATER AGENCIES STANDARDS" - (WAS)**
1. FOR GENERAL REQUIREMENTS, WAS SECTION- DIVISION 01
  2. FOR SITE WORK, WAS SECTION- DIVISION 02
  3. FOR CONCRETE, WAS SECTION- DIVISION 03
  4. FOR VAULT ACCESSORIES, WAS SECTION- DIVISION 11
  5. FOR MECHANICAL, WAS SECTION- DIVISION 15
  6. PRIOR TO SUBMITTING A BID, CONTACTOR SHALL FIELD VERIFY THE STRUCTURAL SECTION OF THE ROAD. ROAD REPAIR SHALL MEET COUNTY OF SAN DIEGO RIGHT-OF-WAY PERMIT REQUIREMENTS..
  7. THE PAVEMENT SHALL BE RESTORED THE ENTIRE WIDTH OF THE LANE BY THE LENGTH OF THE PROJECT, AND MEET COUNTY OF SAN DIEGO SPECIFICATIONS.
  8. COUNTY OF SAN DIEGO RIGHT-OF-WAY PERMIT SHALL BE SIGNED OFF PRIOR TO ACCEPTANCE OF WORK.
  9. CONTRACTOR SHALL PROVIDE SIGNED AND STAMPED STRUCTURAL CALCULATIONS FOR VAULT FOR ENGINEER APPROVAL PRIOR TO ORDERING.
  10. ALL MATERIALS, AND SHOP DRAWINGS/CUT SHEETS SHALL BE SUBMITTED TO OWD PRIOR TO CONSTRUCTION.

\* COORDINATE SHUT DOWN WITH GARY STALKER AT OTAY WATER DISTRICT (619) 670-2228

\* COORDINATE SHUT DOWN WITH JOE YOUNG AT HELIX WATER DISTRICT (619) 596-1304

VAULT INFORMATION	
NORTHING	EASTING
#1 N 1848729.92	E 6339755.13
#2 N 1848735.69	E 6339753.49
#3 N 1848736.79	E 6339757.34
#4 N 1848731.01	E 6339758.98

**RECORD DRAWING**  
DATE: 9-25-06  
BY: B. SEPARA  
Randy Klaahsen 9/25/06

**OTAY WATER DISTRICT**  
2554 SWEETWATER SPRINGS BOULEVARD  
SPRING VALLEY, CA 91978-2096  
619 - 670-2222

**SWEETWATER SPRINGS  
AGENCY INTERCONNECTION  
STANDARD CIVIL DETAILS**



REV	DATE	DESCRIPTION	BY	APPD
Δ	9-25-06	AS BUILT CONDITIONS	BS	

DESIGN BY: MF  
DRAWN BY: MF  
PROJECT MANAGER: Randy Klaahsen  
Randy Klaahsen

SCALE: AS SHOWN  
CHECKED BY: RK

50955  
RCE NO. 9/27/05  
DATE

RECORD DRAWINGS  
ENGINEER OF WORK

**DRAWING REFERENCES:**  
WAS DWG WB-01 WAS DWG WP-01  
WAS DWG SM-11 WAS DWG WP-02

CIP-NO. WO-NO.  
P2422 30093  
SHEET 5  
OF 7 SHEETS  
DRAWING NO.  
C-2

HELIX WO 730  
OWD CIPW422/WO 30093

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

This Agreement is made and entered into as of ~~December 7~~ <sup>October 26</sup> <sup>msw</sup>, 2005, 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 and Helix desire by this Agreement to provide emergency water service connections to each other; 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 District.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. Delivery. In emergency situations, as defined below in Section 1 (a), Helix and Otay shall supply treated water through their facilities to the interconnection located as shown in the following Exhibit A, attached hereto and incorporated herein, when requested by either party pursuant to the terms of this Agreement. Both Parties 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 party prior to actual use. The supplying party 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 Helix and Otay in excess of the amount necessary to the demand of the Helix 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, in the sole discretion of the delivering 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. Helix agrees that Otay shall initially fund all costs of the design and construction of the emergency interconnection, subject to reimbursement by Helix, in the proportion set forth below, upon completion 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. Upon 100% completion of the work, Otay shall bill Helix for 50% of all costs incurred. Payment shall be made by Helix within 30 days of receipt of invoice.
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 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 Authority for credit within ten (10) calendar days of receipt of delivered water. The Authority 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 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 the party identified in the Exhibits. Each District shall be solely responsible for any costs associated with its respective pipeline leading up to the interconnection, and responsible for 50% 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 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. Following the renewal term, the Parties may negotiate an additional extension of this Agreement if such an extension meets the needs of the Parties and as may be mutually agreed upon in writing by the Parties.
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, Helix 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 district that is responsible as shown on exhibit.

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

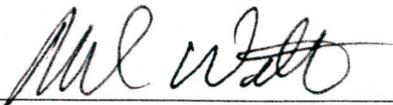
General Manager, Helix Water District  
Helix Water District  
7811 University Avenue  
La Mesa, CA 91941-4927

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]*

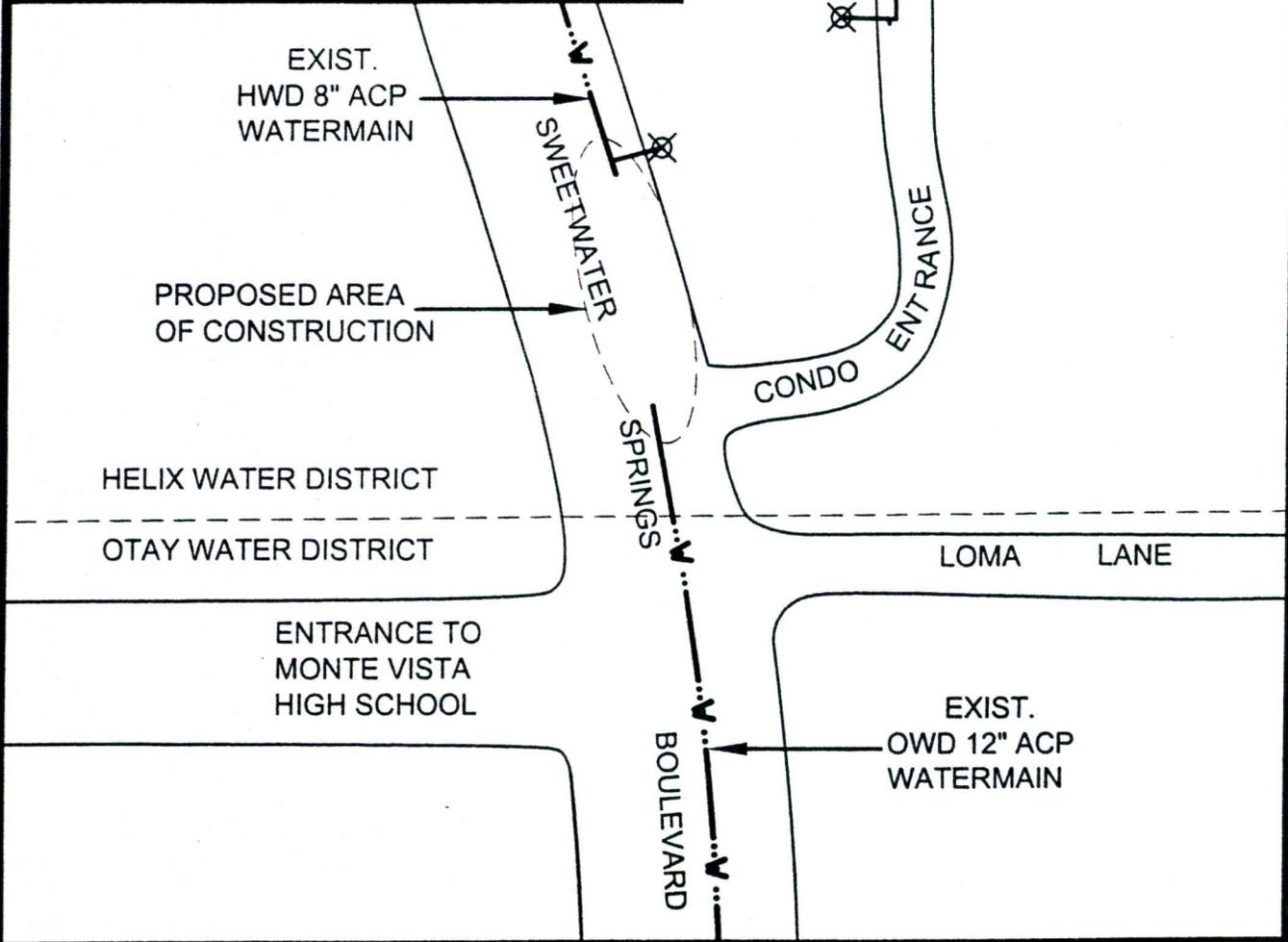
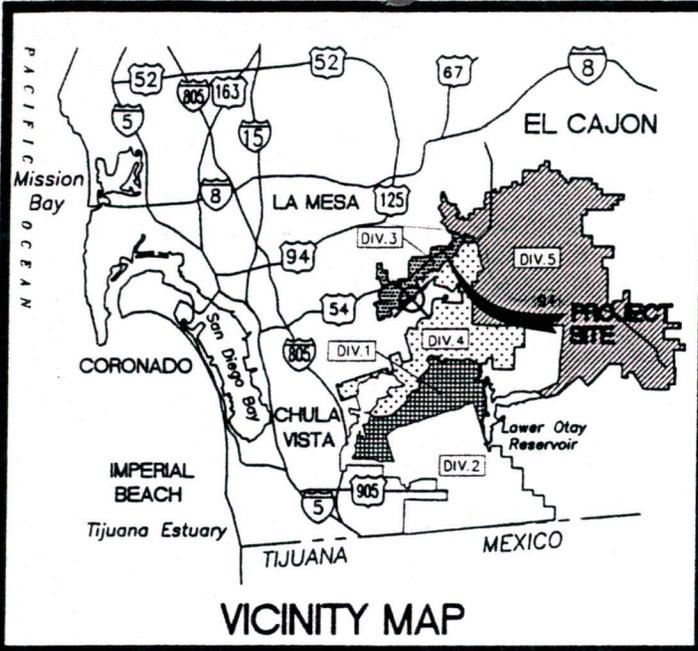
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

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



**OTAY WATER DISTRICT**  
 AGREEMENT FOR EMERGENCY INTERCONNECTION  
 BETWEEN HELIX WATER DISTRICT AND OTAY WATER DISTRICT  
 WO 30093 CIPW422

P:\WORKING\CIP W422\WO 30093\Graphics\Exhibits-Figures\Exhibit A.dwg 10/7/2004 1:59:09 PM PST



# ATTACHMENT E-1

## **HELIX WO 2196 / OWD CIP P2488 and P2489 GILLISPIE DRIVE AND DEL RIO ROAD EMERGENCY INTERCONNECTIONS**

### **AMENDMENT TO AGREEMENT FOR EMERGENCY INTERCONNECTION BETWEEN HELIX WATER DISTRICT AND OTAY WATER DISTRICT**

This Amendment is made and entered into as of \_\_\_\_\_, 2013 by and between Otay Water District, a Municipal Water District organized and existing pursuant to Water Code Section 71000 *et seq.*, (hereinafter referred to as “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**

**WHEREAS**, the Parties entered into an Agreement (the “Agreement”) on June 22, 2012 for emergency interconnections for the **Emergency Interconnections at Gillispie Drive and Del Rio Road Project, Helix WO 2196 and Otay CIP P2488/P2489** (the “Project”); and

**WHEREAS**, Section 19 of the Agreement provides that either Helix or Otay may give notice that they wish to amend this Agreement at any time, an amendment to the Agreement will be mutually agreed upon by both Helix and Otay in writing; and

**WHEREAS**, Helix and Otay desire to amend the Agreement to incorporate the required revisions to the Agreement.

**NOW THEREFORE**, in consideration of the Recitals and mutual obligations of the parties as herein expressed, Helix and Otay agree as follows:

1. That Section 1(a), “Emergency”, Defined be deleted in its entirety and replaced with the following:

“a. “Emergency”, Defined. Emergency shall mean any sudden unexpected occurrence that significantly reduces available water so as to jeopardize the public health or safety, or scheduled maintenance where the interconnection is deemed the only source of potable water.”

2. That Section 1(b), “Surplus Capacity”, Defined be deleted in its entirety and replaced with the following:

“b. “Surplus Capacity”, Defined. Surplus Capacity is defined as the amount of water, as determined by Helix and/or Otay, in excess of the amount necessary to meet the demand of its respective system.”

## ATTACHMENT E-1

3. That Section 4, Estimation of Quantity of Water Delivered be deleted in its entirety and replaced with the following:

“4. Estimation of Quantity of Water Delivered. The estimated quantity of water to be delivered under this Agreement shall be mutually agreed upon by the Parties prior to its delivery. Both Parties shall use their best efforts to not exceed ninety (90) days delivery of water through the agreed upon connection in the aggregate in any calendar year.”

4. That Section 6, Maintenance be deleted in its entirety and replaced with the following:

“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. Helix and Otay shall be responsible for any costs associated with their respective pipelines leading up to the interconnection, and responsible for 50% of all costs of any repair, required future relocation, or modification of the connection itself (vault, meter, etc.). Maintenance and maintenance costs related to the cleanup of graffiti on the facilities and meter testing and/or calibration (performed on October of each year) will alternate each calendar year between the Parties. Otay will be responsible for the even years, while Helix will be responsible for the odd years. Helix and Otay shall promptly share test results.”

5. That Section 7, Water Quality be amended to include the following:

“The receiving district shall flush the connection at their own cost prior to providing service to its customers.”

6. That Section 13, Termination be deleted in its entirety and replaced with the following:

“13. Termination. Either party may terminate this agreement upon ninety (90) days written notice to the other party. In the event of termination, Helix and Otay will be responsible for 50% each of the costs of disconnecting or removing connections. Salvaged metering devices, valves and hardware shall remain the property of the district that is responsible as shown in Exhibit A. The party that retains shared components owned 50% by each agency (e.g.; meter and vault) shall pay the other agency 50% of fair market salvage value of shared components.”

7. That Section 14, Notice be deleted in its entirety and replaced with the following:

“14. Notice. Proposed amendments to this Agreement will be delivered by United States Post Office, certified mail, and addressed to:

ATTACHMENT E-1

General Manager  
Otay Water District  
2554 Sweetwater Springs Blvd.  
Spring Valley, CA 91978-2004

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

Any notice or instrument required to be given or delivered by this Agreement (e.g.; flow reporting) may be given or delivered by regular or electronic mail addressed to the designated representative.”

- 8. That all of the terms and conditions of the original Agreement shall remain in full force and effect.
- 9. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment unless elimination of such provision materially alters the rights and obligations set forth herein.

IN WITNESS WHEREOF, this First Amendment to Agreement is executed by Helix and Otay on the day and year first written above.

HELIX WATER DISTRICT

OTAY WATER DISTRICT

By: \_\_\_\_\_  
Name: Carlos V. Lugo  
Title: General Manager

By: \_\_\_\_\_  
Name: Mark Watton  
Title: General Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
General Counsel  
Helix Water District

By: \_\_\_\_\_  
General Counsel  
Otay Water District

# ATTACHMENT E-2

## OWD CIP P2488 and P2489 / Helix WO 2196

### AGREEMENT FOR EMERGENCY INTERCONNECTIONS BETWEEN OTAY WATER DISTRICT AND HELIX WATER DISTRICT

This Agreement is made and entered into as of June 22, 2012, by and between Otay Water District, a Municipal Water District organized and existing pursuant to Water Code Section 71000 *et seq.*, (hereinafter referred to as “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 the “Authority”), and are retail water purveyors that receive water from the Authority.
- B. The 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 and Helix desire by this Agreement, to provide emergency water service connections to each other; 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 emergency situations, as defined below in Section 1 (a), Helix and Otay shall supply treated water through their facilities to the interconnections located at Gillispie Drive and Del Rio Road, County of San Diego, as shown in Exhibit A, attached hereto and incorporated herein, when requested by either Party pursuant to the terms of this Agreement. Both Parties 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 Party prior to actual use. The supplying Party 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 Helix and Otay, in excess of the amount necessary to satisfy the demand of the Helix and Otay systems.

## ATTACHMENT E-2

2. Ability to Supply Water. Neither Party 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. Helix agrees that Otay shall initially fund all costs of the design and construction of the emergency interconnections, subject to reimbursement by Helix, in the proportion set forth below, upon completion of all work related to the interconnections 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. Upon 100% completion of the work, Otay shall bill Helix for 50% of all costs incurred. Payment shall be made by Helix within 30 days of receipt of invoice.
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 of such delivery 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 Authority for credit within ten (10) calendar days of the receiving Party's receipt of delivered water. The Authority will bill this amount to the receiving Party and credit this amount to the supplying P. 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 the Party identified in the Exhibits. Each Party shall be solely responsible for any costs associated with its respective pipeline leading up to the interconnection, and shall also be responsible for 50% of all costs of any repair, relocation, abandonment, or modification of the connection itself (vault, meter, etc.). Maintenance related to the cleanup of graffiti on the facilities will alternate each calendar year between the Parties. Otay will be responsible for the even years, while Helix will be responsible for the odd years. The costs associated with the maintenance or cleanup of graffiti will be absorbed by each Party.

## ATTACHMENT E-2

7. Water Quality. Neither Party 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, provided that the Party desiring access will provide at least 24 hour notice of such access. Such notice may be oral or written.
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 until terminated pursuant to the terms of this Agreement. .
11. Integration. This Agreement and any and all Exhibits to it, represent the entire understanding of the Parties as to those matters contained in the Agreement, and supersede and cancel any prior oral or written understandings, promises or representations with respect to those matters covered in the Agreement. 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. The Parties agree that if any dispute shall arise in relation to this Agreement, they will attempt to resolve such dispute informally, in good faith. If such good faith informal resolution does not resolve the issue, the Parties agree that the matter will be directed to the General Managers of both Parties for another good faith attempt at resolution. If that attempt does not resolve the issue, the Parties agree to mediation under the rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law. Any agreements resulting from mediation shall be documented in writing by all Parties. All mediation results shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless all Parties otherwise agree in writing. If mediation is not successful, and an 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, each Party shall be responsible for 50% of the total costs of disconnecting or removing connections.

## ATTACHMENT E-2

Salvaged metering devices, valves, and hardware shall remain the property of the Party that is responsible as shown in 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, and return receipt requested, postage prepaid, addressed to:

General Manager  
Otay Water District  
2554 Sweetwater Springs Blvd.  
Spring Valley, CA 91978-2004

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

and shall be effective upon receipt thereof.

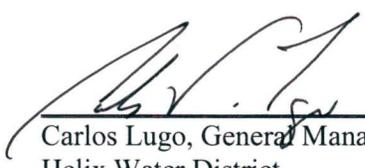
15. Severability. In the event any one of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable 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 Party 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 Party 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 Parties in writing.

*[signatures continued on next page]*

ATTACHMENT E-2

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:   
Carlos Lugo, General Manager  
Helix Water District

Approved as to form:

By: See attached.  
General Counsel  
Otay Water District

By:   
General Counsel  
Helix Water District

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: \_\_\_\_\_  
Carlos Lugo, General Manager  
Helix Water District

Approved as to form:  
By:  \_\_\_\_\_  
General Counsel  
Otay Water District

By: \_\_\_\_\_  
General Counsel  
Helix Water District

Exhibit A (1 of 2)

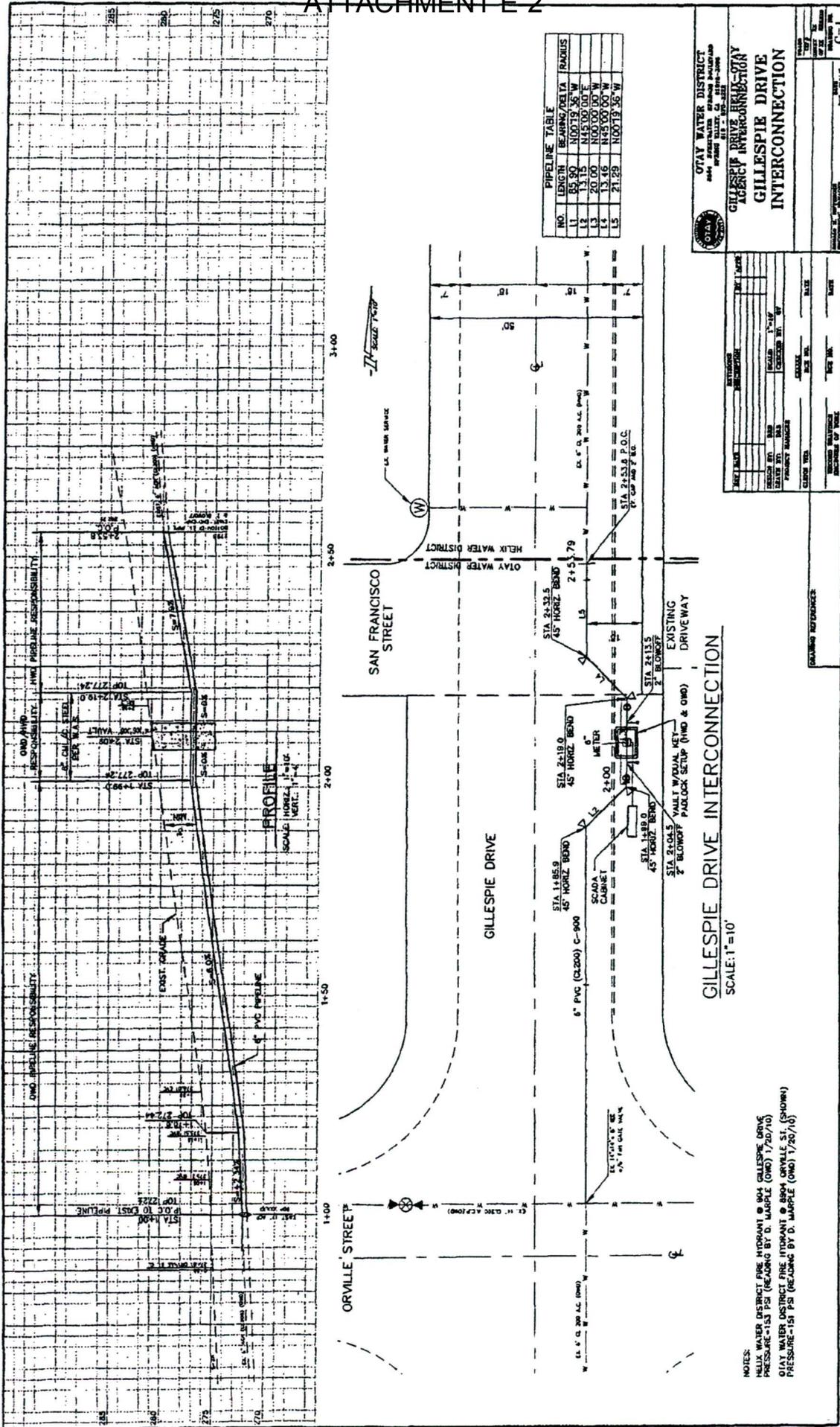
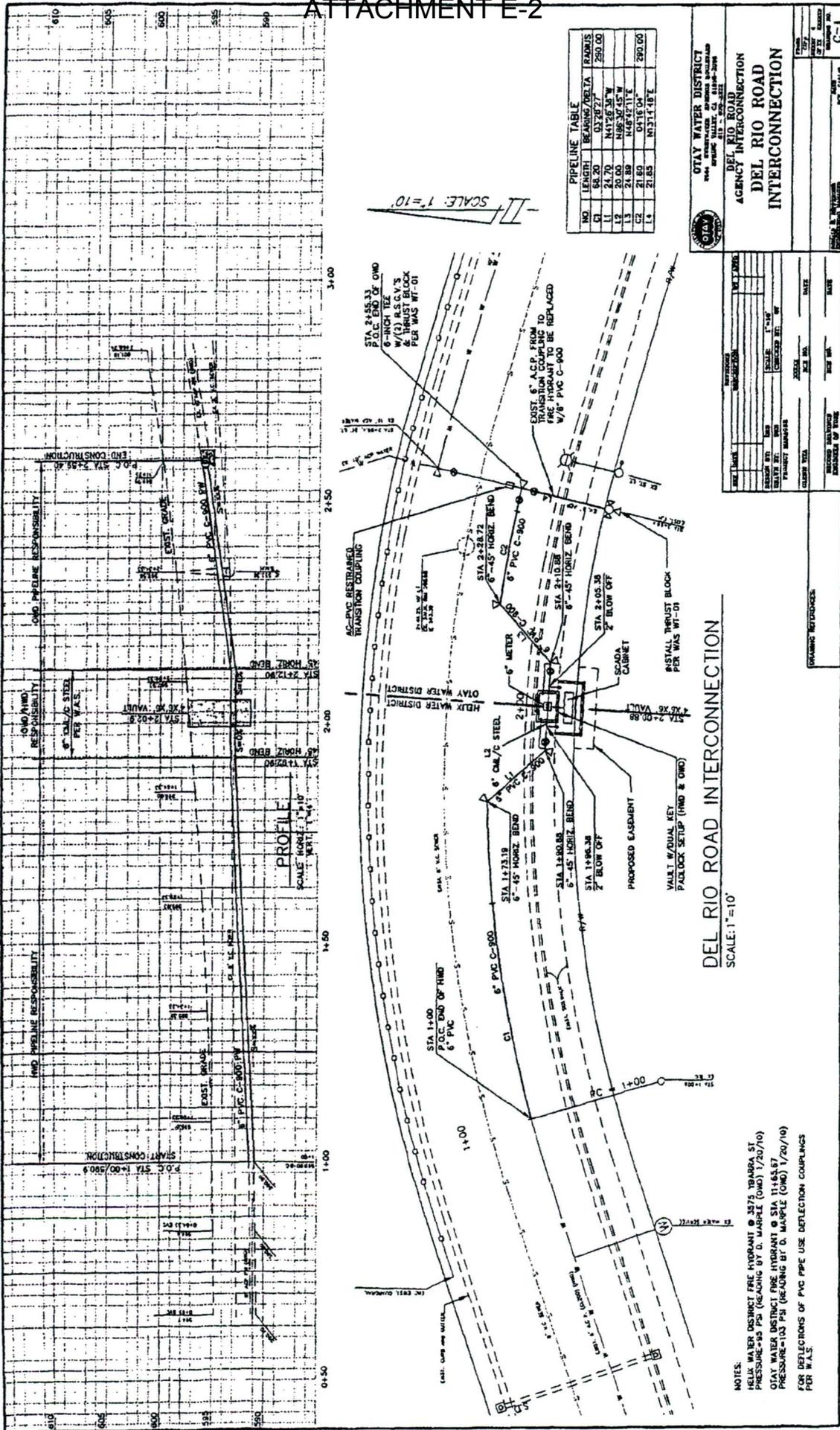


Exhibit A (2 of 2)



NOTES:  
 HELIX WATER DISTRICT FIRE HYDRANT @ 3575 YAMBA ST  
 PRESSURE=85 PSI (READING BY D. MARPLE (OHD) 1/20/10)  
 OTAY WATER DISTRICT FIRE HYDRANT @ STA 11+65.87  
 PRESSURE=103 PSI (READING BY D. MARPLE (OHD) 1/20/10)  
 FOR DEFLECTIONS OF PVC PIPE USE DEFLECTION COUPLINGS  
 PER W.A.S.

DEL RIO ROAD INTERCONNECTION  
 SCALE: 1"=10'

OTAY WATER DISTRICT  
 1000 W. DEL RIO ROAD  
 SAN MARCO, CALIF. 92078

DEL RIO ROAD  
 AGENCY INTERCONNECTION  
 DEL RIO ROAD  
 INTERCONNECTION

DATE: 1/20/10  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: [Number]  
 SHEET NO.: [Number] OF [Total]  
 SCALE: 1"=10'

## **AGENDA ITEMS 7 & 8**

(Have been posted as separate attachments on the District's website)

WATER SUPPLY ASSESSMENTS AND  
VERIFICATION REPORTS  
DATED SEPTEMBER 2013  
FOR THE  
OTAY RANCH VILLAGE 2 SPA AMENDMENT  
&  
OTAY RANCH UNIVERSITY VILLAGES PROJECT  
(3 NORTH AND A PORTION OF 4,  
8 EAST, AND 10)

# AGENDA ITEM 9



## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	November 6, 2013
SUBMITTED BY:	Dan Martin Engineering Manager	PROJECT:	Various DIV.NO. ALL
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief of Engineering <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Informational Item - First Quarter Fiscal Year 2014 Capital Improvement Program Report		

### **GENERAL MANAGER'S RECOMMENDATION:**

That the Otay Water District (District) Board of Directors (Board) accept the First Quarter Fiscal Year 2014 Capital Improvement Program (CIP) Report for review and receives a summary via PowerPoint presentation (see Attachment C).

### **COMMITTEE ACTION:**

Please see Attachment A.

### **PURPOSE:**

To update the Board about the status of all CIP project expenditures and to highlight 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 the District staff prepares a Six-Year CIP Plan that identifies the District's infrastructure needs. The CIP is comprised of four categories consisting of backbone capital facilities, replacement/renewal projects, capital purchases, and developer's reimbursement projects.





## ATTACHMENT A

<b>SUBJECT/PROJECT:</b> Various	Informational Item - First Quarter Fiscal Year 2014 Capital Improvement Program Report
------------------------------------	--

### **COMMITTEE ACTION:**

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a Committee Meeting held on October 23, 2013. 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.

**FISCAL YEAR 2014 FIRST QUARTER REPORT  
EXPENDITURES THROUGH SEPTEMBER 30, 2013  
(\$000)**

**ATTACHMENT B**

CIP No.	Description	Project Manager	FISCAL YEAR-TO-DATE, 09/30/13				LIFE-TO-DATE, 09/30/13				Comments
			FY 2014 Budget	Expenses	Balance	Expense to Budget %	Budget	Expenses	Balance	Expense to Budget %	
	<b>CAPITAL FACILITY PROJECTS</b>										
p2083	PS - 870-2 Pump Station Replacement (28,000 GPM)	Marchioro	\$ 540	\$ 34	\$ 506	6%	\$ 12,581	\$ 646	\$ 11,935	5%	On target. \$625k professional services contract awarded October 2, 2013 to Carollo. Carollo NTP anticipated October 15, 2013.
P2190	PL - 10-Inch, 1485 Zone, Jamul Highlands	Martin	-	-	-	0%	228	3	225	1%	No budget in FY 2014.
P2267	36-Inch Main Pumpouts and Air/Vacuum Ventilation Installations	Vasquez	5	-	5	0%	435	234	201	54%	Project has been deferred to FY 2015.
p2403	PL - 12-Inch, 624 Zone, Heritage Road - Olympic/Otay Valley	Martin	-	-	-	0%	925	-	925	0%	No budget in FY 2014.
P2434	Rancho Del Rey Groundwater Well Development	Marchioro	100	3	97	3%	8,700	3,600	5,100	41%	Project progress has been slowed by design consultant budget/scope negotiations. Project will be placed on hold after the design has been completed.
P2451	Otay Mesa Desalination Conveyance and Disinfection System	Kennedy	1,500	224	1,276	15%	30,000	1,852	28,148	6%	Spending adjusted based on limited notice to proceed.
P2466	Regional Training Facility	Coburn-Boyd	14	3	11	21%	300	284	16	95%	On track to spend budget this fiscal year.
P2486	Asset Management Plan Condition Assessment and Data Acquisition	Zhao	75	12	63	16%	1,090	806	284	74%	The project is on track for this fiscal year. The spending is for Black & Vetch to host the Asset Management workshop for District management team.
P2511	Otay Interconnect Pipeline	Marchioro	600	136	464	23%	37,300	1,811	35,489	5%	On target.
P2514	PL - 30-Inch, 980 Zone, Hunte Parkway - Proctor Valley/Use Area	Martin	130	41	89	32%	1,815	1,709	106	94%	Water line in service. Current work consists of claims resolution.
P2528	30-Inch Potable Water Pipeline Manifold at 624 Reservoirs	Marchioro	-	-	-	0%	7,000	18	6,982	0%	Project on hold.
P2537	Operations Yard Property Acquisition Improvements	Cameron	50	1	49	2%	300	22	278	7%	Spending for this project will occur later this year.
P2539	South Bay Bus Rapid Transit (BRT) Utility Relocations	Cameron	80	5	75	6%	320	5	315	2%	Spending for this project will occur later this year.
P2541	624 Pressure Zone PRSs	Schmidt	300	25	275	8%	600	25	575	4%	On track for design; to be completed by the end of December 2013. Construction will start in March 2014.
P2542	850-3 Reservoir Interior Coating	Cameron	10	-	10	0%	440	-	440	0%	Project expenditures are expected in the 4th quarter of FY 2014.
P2543	850-1 Reservoir Interior/Exterior Coating	Cameron	-	-	-	0%	475	-	475	0%	No budget in FY 2014.

CIP No.	Description	Project Manager	FISCAL YEAR-TO-DATE, 09/30/13				LIFE-TO-DATE, 09/30/13				Comments
			FY 2014 Budget	Expenses	Balance	Expense to Budget %	Budget	Expenses	Balance	Expense to Budget %	
	<b>CAPITAL FACILITY PROJECTS</b>										
P2544	850-2 Reservoir Interior/Exterior Reservoir Coating	Cameron	-	-	-	0%	1,075	-	1,075	0%	No budget in FY 2014.
R2028	RecPL - 8-Inch, 680 Zone, Heritage Road - Santa Victoria/Otay Valley	Martin	-	-	-	0%	600	-	600	0%	No budget in FY 2014.
R2042	RecPL - 8-Inch, 927 Zone, Rock Mountain Road - SR-125/EastLake	Martin	-	-	-	0%	140	-	140	0%	No budget in FY 2014.
R2047	RecPL - 12-Inch, 680 Zone, La Media Road - Birch/Rock Mountain	Martin	-	-	-	0%	450	-	450	0%	No budget in FY 2014.
R2048	RecPL - Otay Mesa Distribution Pipelines and Conversions	Martin	100	-	100	0%	2,200	471	1,729	21%	Developer driven project.
R2058	RecPL - 16-Inch, 860 Zone, Airway Road - Otay Mesa/Alta	Martin	100	-	100	0%	3,500	1,339	2,161	38%	Developer driven project.
R2077	RecPL - 24-Inch, 860 Zone, Alta Road - Alta Gate/Airway	Kennedy	135	3	132	2%	4,500	2,746	1,754	61%	Anticipate spending full budget by the end of FY 2014.
R2087	RecPL - 24-Inch, 927 Zone, Wueste Road - Olympic/Otay WTP	Cameron	5	-	5	0%	7,000	1,030	5,970	15%	Project is on hold.
R2091	RecPS - 927-1 Pump Station Upgrade (10,000 GPM) and System Enhancements	Martin	250	88	162	35%	2,130	1,983	147	93%	Project nearing completion. Current work includes claims resolution.
R2107	RWCWRF Screening Compactor and Chlorine Injectors Enclosure	Stalker	60	-	60	0%	130	72	58	55%	Installation contractor being selected and work will be performed during low recycled water demand period.
R2108	Res - 927-1 Reservoir Cover Replacement	Marchioro	100	61	39	61%	1,400	61	1,339	4%	Project has been accelerated. Construction will be completed this fiscal year rather than next fiscal year. Anticipated FY 2014 expenditures are \$1.1M rather than \$0.1M.
R2110	RecPS - 927-1 Optimization and Pressure Zone modifications	Marchioro	150	-	150	0%	150	-	150	0%	Pending Operations completion of distribution system improvements, including replacement of five (5) service saddles.
S2039	Hidden Mountain Lift Station Enclosure	Stalker	8	-	8	0%	37	30	7	81%	No expenditures anticipated in Q1 and Q2 FY 2014. Installation contractor being selected and work will be done in the next few months.
S2043	RWCWRF Sludge Handling System	Schmidt	50	11	39	22%	1,500	11	1,489	1%	Will use this budget for completion of Feasibility Study by the end of the year.
	<b>Total Capital Facility Projects</b>	<b>Total:</b>	<b>4,362</b>	<b>647</b>	<b>3,715</b>	<b>15%</b>	<b>127,321</b>	<b>18,758</b>	<b>108,563</b>	<b>15%</b>	

CIP No.	Description	Project Manager	FISCAL YEAR-TO-DATE, 09/30/13				LIFE-TO-DATE, 09/30/13				Comments
			FY 2014 Budget	Expenses	Balance	Expense to Budget %	Budget	Expenses	Balance	Expense to Budget %	
	<b>CAPITAL FACILITY PROJECTS</b>										
	<b>REPLACEMENT/RENEWAL PROJECTS</b>										
p2366	APCD Engine Replacements and Retrofits	Rahders	5	15	(10)	300%	3,488	2,497	991	72%	Moved \$45,000 from future years to Fiscal Year 2014 for the purchase of required emissions retrofit equipment.
P2382	Safety and Security Improvements	Ramirez	500	17	483	3%	3,397	1,920	1,477	57%	\$150,000 in system upgrades have been identified for completion before the end of the 3rd quarter. It is expected that the majority of the balance will be expensed this year and the remaining in FY 2015.
P2440	I-905 Utility Relocations	Marchioro	10	1	9	10%	1,600	1,581	19	99%	Staff anticipates that Caltrans will issue a \$159,576 credit to Otay. Staff anticipates that Caltrans will issue an additional \$33,493 credit to Otay; however, the \$33,493 credit is on hold pending Caltrans' receipt of final accounting numbers from the City of San Diego's sewer contractor.
p2453	SR-11 Utility Relocations	Marchioro	125	5	120	4%	2,250	163	2,087	7%	On target. Construction phase award scheduled for January 2014.
P2477	Res - 624-1 Reservoir Cover Replacement	Martin	50	22	28	44%	1,000	918	82	92%	Project is complete.
P2485	SCADA Communication System and Software Replacement	Stalker	540	24	516	4%	1,846	793	1,053	43%	SCADA selection process is underway with a NTP anticipated for January 2014. Bid package is being prepared for South Wireless Radio Project.
P2493	624-2 Reservoir Interior/Exterior Coating	Cameron	1,550	21	1,529	1%	1,950	37	1,913	2%	Construction to begin in 3rd quarter of FY 2014.
P2494	Multiple Species Conservation Plan	Coburn-Boyd	60	1	59	2%	887	800	87	90%	Will use this budget the last half of Fiscal Year 2014.
P2495	San Miguel Habitat Management/Mitigation Area	Coburn-Boyd	140	10	130	7%	2,040	904	1,136	44%	Budget will be used. Expenses are less the first half of the budget year. Anticipated using full budget by the end of FY 2014.
P2496	Otay Lakes Road Utility Relocations	Martin	70	4	66	6%	325	279	46	86%	Work under construction.
P2504	Regulatory Site Access Road and Pipeline Relocation	Cameron	325	5	320	2%	900	320	580	36%	Project is on hold until funds are available from San Miguel Fire.
P2507	East Palomar Street Utility Relocation	Cameron	230	63	167	27%	900	345	555	38%	Caltrans driven project. Construction to be completed in 2015.
P2508	Pipeline Cathodic Protection Replacement Program	Marchioro	60	1	59	2%	300	4	296	1%	Board to award contract to Cathodic Protection Services Program consultant on November 6, 2013.

CIP No.	Description	Project Manager	FISCAL YEAR-TO-DATE, 09/30/13				LIFE-TO-DATE, 09/30/13				Comments
			FY 2014 Budget	Expenses	Balance	Expense to Budget %	Budget	Expenses	Balance	Expense to Budget %	
<b>CAPITAL FACILITY PROJECTS</b>											
P2513	East Orange Avenue Bridge Crossing	Cameron	300	117	183	39%	1,350	1,282	68	95%	Project was accelerated at the request of Caltrans. Construction complete. Contractor is processing punchlist items. Project acceptance will be in the 2nd quarter of FY 2014.
P2515	870-1 Reservoir Paving	Cameron	490	14	476	3%	550	71	479	13%	Project is in design. Additional environmental surveys will delay construction expenditures.
P2518	803-3 Reservoir Interior/Exterior Coating	Cameron	125	47	78	38%	750	557	193	74%	Contractor is performing disinfection procedures. Construction is expected to be completed in 2nd quarter of FY 2014.
p2519	832-2 Reservoir Interior/Exterior Coating	Cameron	335	260	75	78%	775	529	246	68%	Contractor is performing disinfection procedures. Construction is expected to be completed in 2nd quarter of FY 2014.
P2520	Motorola Mobile Radio Upgrade	Martinez	30	-	30	0%	100	64	36	64%	No planned Expenditures in Q1 FY 2014.
P2521	Large Meter Vault Upgrade Program	Holly	105	9	96	9%	600	205	395	34%	Retrofit of vaults will continue as sites are identified.
P2529	711-2 Reservoir Interior & Exterior Coating	Cameron	-	-	-	0%	600	-	600	0%	No budget for FY 2014.
P2530	711-1 Reservoir Interior & Exterior Coating	Cameron	-	-	-	0%	725	-	725	0%	No budget for FY 2014.
P2531	944-1 Reservoir Interior & Exterior Coating	Cameron	5	-	5	0%	175	-	175	0%	Expenditures expected in the 4th quarter of FY 2014.
P2532	944-2 Reservoir Interior & Exterior Coating	Cameron	5	-	5	0%	725	-	725	0%	Expenditures expected in the 4th quarter of FY 2014.
P2533	1200-1 Reservoir Interior & Exterior Coating	Cameron	-	-	-	0%	325	-	325	0%	No budget for FY 2014.
P2534	978-1 Reservoir Interior & Exterior Coating	Cameron	-	-	-	0%	225	-	225	0%	No budget for FY 2014.
P2535	458-2 Reservoir Interior Coating	Cameron	345	4	341	1%	425	12	413	3%	Project will be delayed until FY 2015.
P2538	Administration and Operations Building Fire Sprinkler Replacement Program	Cameron	100	1	99	1%	400	1	399	0%	Design to begin in 2nd quarter of FY 2014.
R2109	Sweetwater River Wooden Trestle Improvement for the Recycled Water Forcemain	Coburn-Boyd	100	-	100	0%	350	-	350	0%	Spending for this project will occur later this Fiscal Year.
R2111	RWCWRF - RAS Pump Replacement	Schmidt	100	1	99	1%	100	1	99	1%	On track, waiting on pump repair quote to finalize budget impact.
S2012	San Diego County Sanitation District Outfall and RSD Outfall Replacement	Kennedy	450	-	450	0%	3,550	817	2,733	23%	The County will invoice the District at the end of the fiscal year.
S2024	Campo Road Sewer Main Replacement	Schmidt	275	18	257	7%	5,500	63	5,437	1%	On track for release of design contract by March 2014.
S2027	Rancho San Diego Pump Station Rehabilitation	Schmidt	500	3	497	1%	2,900	42	2,858	1%	The County is expected to invoice the District after the Board approves the agreement with the County at the January Board meeting.
S2033	Sewer System Rehabilitation	Schmidt	800	78	722	10%	6,000	310	5,690	5%	On track for design to be completed by end of December 2013, with construction started by March 2014.
<b>Total Replacement/Renewal Projects</b>			<b>7,730</b>	<b>741</b>	<b>6,989</b>	<b>10%</b>	<b>47,008</b>	<b>14,515</b>	<b>32,493</b>	<b>31%</b>	

			FISCAL YEAR-TO-DATE, 09/30/13				LIFE-TO-DATE, 09/30/13				
CIP No.	Description	Project Manager	FY 2014 Budget	Expenses	Balance	Expense to Budget %	Budget	Expenses	Balance	Expense to Budget %	Comments
	<b>CAPITAL FACILITY PROJECTS</b>										
	<b>CAPITAL PURCHASE PROJECTS</b>										
P2282	Vehicle Capital Purchases	Rahders	266	-	266	0%	5,021	2,876	2,145	57%	No planned expenditures in Q1 FY 2014.
P2285	Office Equipment and Furniture Capital Purchases	Dobrawa	55	-	55	0%	589	504	85	86%	Purchases will be made throughout the year and expenses will be at budget by year end.
p2286	Field Equipment Capital Purchases	Rahders	149	-	149	0%	1,758	1,163	595	66%	Purchases will be made throughout the year and expenses will be at budget by year end.
P2469	Information Technology Network and Hardware	Segura	350	28	322	8%	2,509	1,413	1,096	56%	Project is under bid; will meet spending target for FY 2014.
P2470	Financial System Enhancements	Stevens	130	6	124	5%	2,322	1,625	697	70%	Project is under development; will meet target in FY 2014.
P2540	Work Order Management System Replacement	Stevens	300	-	300	0%	700	-	700	0%	System is being bid; expect to award contract in January 2014.
S2042	Sewer Vehicle Capital Purchases	Rahders	367	-	367	0%	367	-	367	0%	This is expected to be expensed 100% by January 2014.
	<b>Total Capital Purchase Projects</b>	<b>Total:</b>	<b>1,617</b>	<b>34</b>	<b>1,583</b>	<b>2%</b>	<b>13,266</b>	<b>7,581</b>	<b>5,685</b>	<b>57%</b>	
	<b>DEVELOPER REIMBURSEMENT PROJECTS</b>										
P2104	PL - 12-Inch, 711 Zone, La Media Road - Birch/Rock Mountain	Martin	-	-	-	0%	833	-	833	0%	No budget in FY 2014.
P2107	PL - 12-Inch, 711 Zone, Rock Mountain Road - La Media/SR 125	Martin	-	-	-	0%	722	-	722	0%	No budget in FY 2014.
R2082	RecPL - 24-Inch, 680 Zone, Olympic Parkway - Village 2/Heritage	Martin	1	-	1	0%	1,747	-	1,747	0%	Developer driven project. No major activity anticipated for FY 2014.
R2083	RecPL - 20-Inch, 680 Zone, Heritage Road - Village 2/Olympic	Martin	1	-	1	0%	400	-	400	0%	Developer driven project. No major activity anticipated for FY 2014.
R2084	RecPL - 20-Inch, 680 Zone, Village 2 - Heritage/La Media	Martin	1	-	1	0%	971	1	970	0%	Developer driven project. No major activity anticipated for FY 2014.
R2085	RecPL - 20-Inch, 680 Zone, La Media - State/Olympic	Martin	1	-	1	0%	600	-	600	0%	Developer driven project. No major activity anticipated for FY 2014.
R2094	Potable Irrigation Meters to Recycled Water Conversions	Martin	150	40	110	27%	1,700	1,605	95	94%	Project under construction.
	<b>Total Developer Reimbursement Projects</b>	<b>Total:</b>	<b>154</b>	<b>40</b>	<b>114</b>	<b>26%</b>	<b>6,973</b>	<b>1,606</b>	<b>5,367</b>	<b>23%</b>	
	<b>GRAND TOTAL</b>		<b>\$ 13,863</b>	<b>\$ 1,462</b>	<b>\$ 12,401</b>	<b>11%</b>	<b>\$ 194,568</b>	<b>\$ 42,460</b>	<b>\$ 152,108</b>	<b>22%</b>	

# Otay Water District Capital Improvement Program

Fiscal Year 2014  
First Quarter  
(through September 30, 2013)



Orange Avenue 12" Waterline Installation



# Background

The approved CIP Budget for Fiscal Year 2014 consists of 63 projects that total \$13.9 million. These projects are broken down into four categories.

- |                            |                |
|----------------------------|----------------|
| 1. Capital Facilities      | \$ 4.4 million |
| 2. Replacement/Renewal     | \$ 7.7 million |
| 3. Capital Purchases       | \$ 1.6 million |
| 4. Developer Reimbursement | \$ 0.2 million |

Overall expenditures through the First Quarter Fiscal Year 2014 totaled \$1.5 million, which is 11% of the Fiscal Year budget.

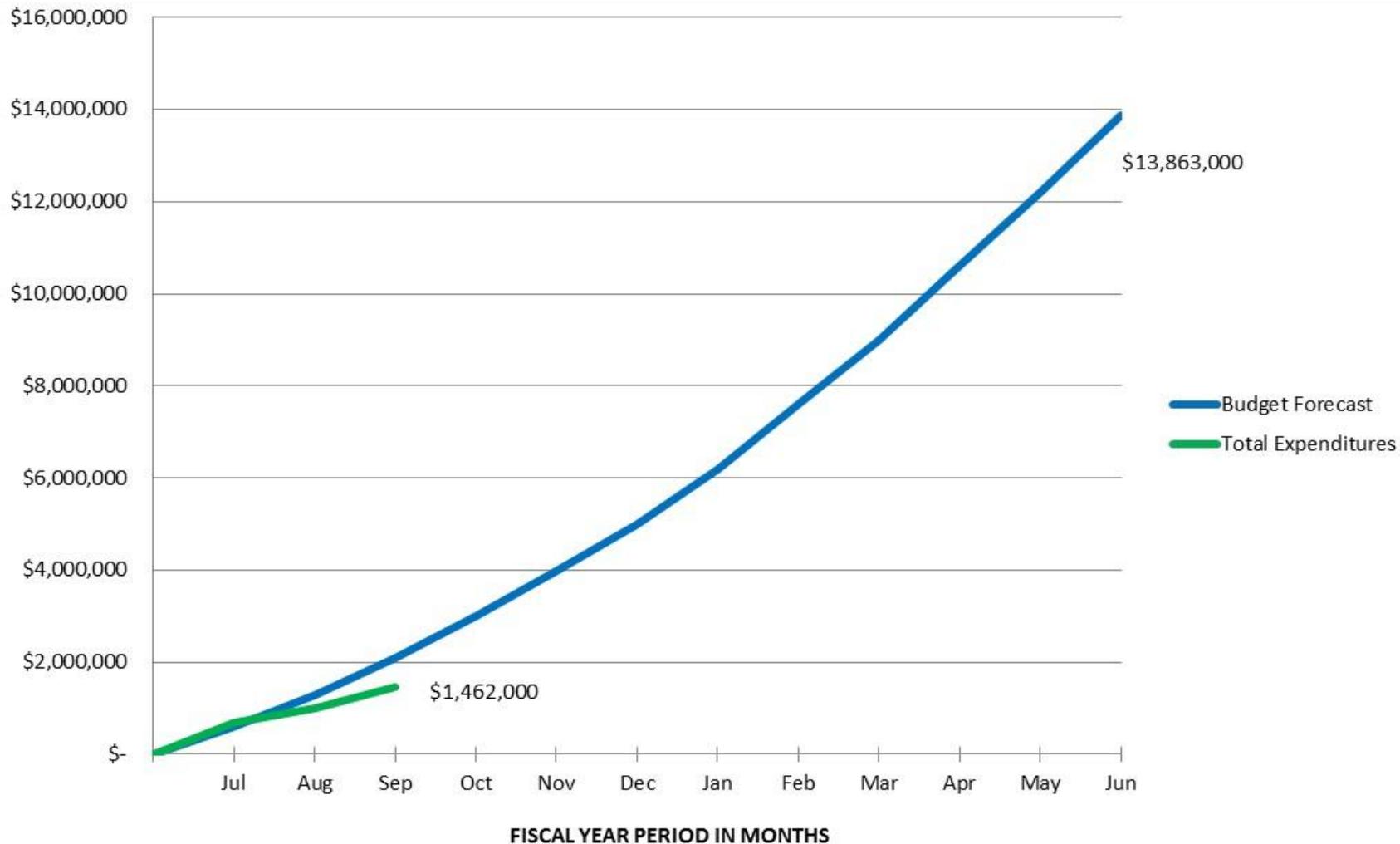
# Fiscal Year 2014

## First Quarter Update

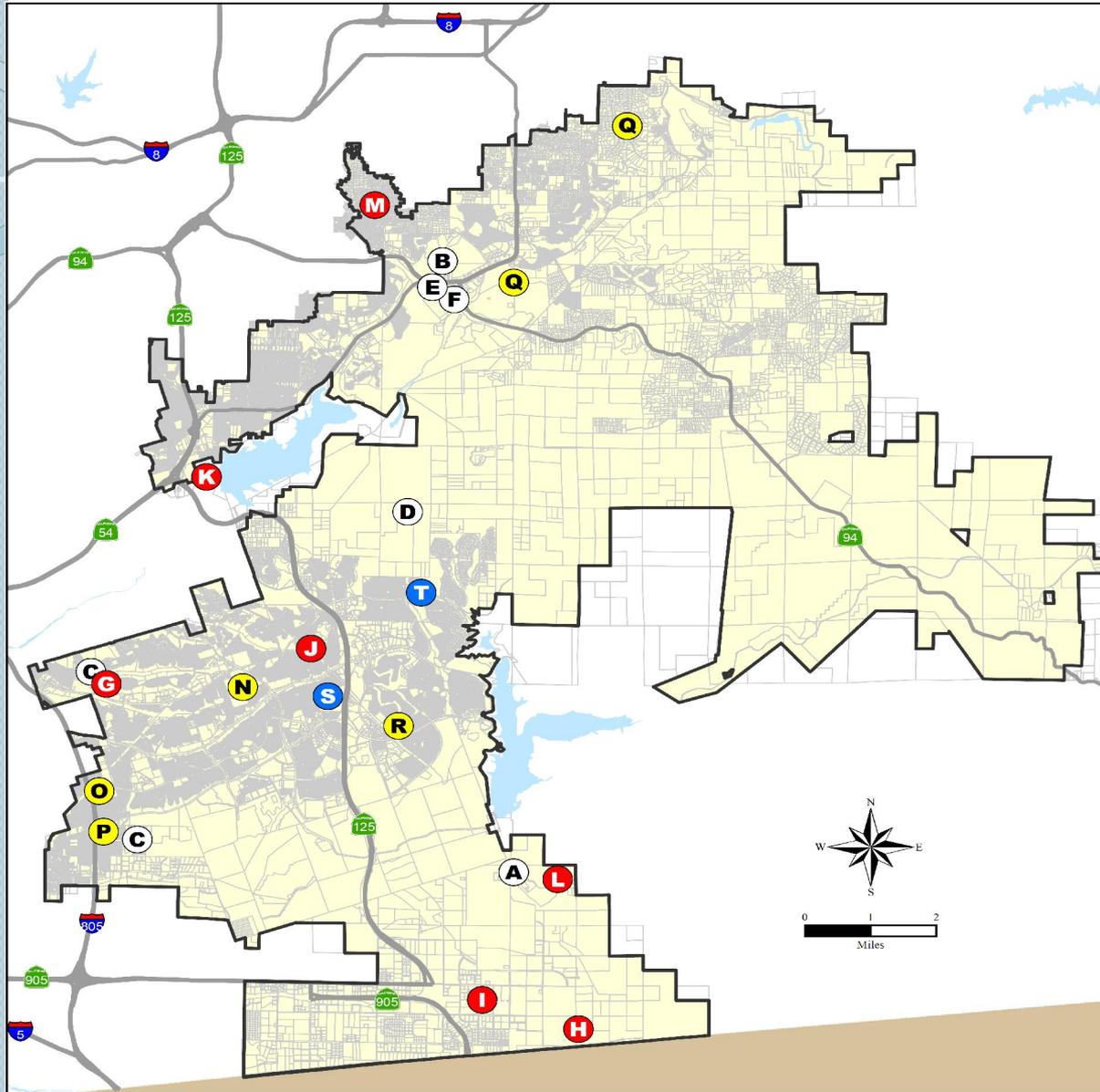
(\$1,000)

CIP CAT	Description	FY 2014 Budget	FY 2014 Expenditures	% FY 2014 Budget Spent	Total Life-to-Date Budget	Total Life-to-Date Expenditures	% Life-to-Date Budget Spent
1	<b>Capital Facilities</b>	\$4,362	\$647	15%	\$127,321	\$18,758	15%
2	<b>Replacement/ Renewal</b>	\$7,730	\$741	10%	\$47,008	\$14,515	31%
3	<b>Capital Purchases</b>	\$1,617	\$34	2%	\$13,266	\$7,581	57%
4	<b>Developer Reimbursement</b>	\$154	\$40	26%	\$6,973	\$1,606	23%
	<b>Total:</b>	\$13,863	\$1,462	11%	\$194,568	\$42,460	22%

# Fiscal Year 2014 First Quarter CIP Budget Forecast vs. Expenditures



# District Map of Major CIP Projects



## MAJOR CIP PROJECTS

### PLANNING - 6

- A** P2083 - 870-2 Pump Station Replacement
- B** P2504 - Regulatory Site Access Road & Pipeline Relocation
- C** P2541 - 624PZ Pressure Reducing Stations
- D** R2108 - 927-1 Reservoir Floating Cover and Liner Replacement
- E** S2024 - Campo Road Sewer Main Replacement
- F** S2033 - Singer Basin Sewer System Rehabilitation

### DESIGN - 7

- G** P2434 - Rancho Del Rey Groundwater Well Development
- H** P2451 - Otay Mesa Desalination Conveyance and Disinfection System
- I** P2453 - SR-11 Utility Relocations
- J** P2493 - 624-2 Reservoir Interior and Exterior Coating
- K** P2511 - Otay Interconnect Pipeline
- L** P2515 - 870-1 Reservoir Paving
- M** S2033 - Calavo Basin Sewer System Rehabilitation

### CONSTRUCTION - 5

- N** P2496 - Otay Lakes Road Utility Relocations Phase II
- O** P2507 - East Palomar Street Utility Relocation
- P** P2513 - East Orange Avenue Bridge Crossing
- Q** P2518, P2519 - 803-3 and 832-2 Reservoir Interior/Exterior Coating
- R** R2091 - 944-1R Recycled Water Pump Station Upgrade

### COMPLETED - 2

- S** P2477 - 624-1 Reservoir Cover Replacement
- T** P2514 - 30-Inch Potable Water Pipeline in Hunte Parkway



Fiscal Year 2014 - 1st Quarter



# CIP Projects in Construction

- Orange Avenue/I-805 12" Potable Water Installation (P2513)
- Installation of New 12" Water Line To Replace The Palomar Avenue Line During Palomar Bridge Replacement By Caltrans
- \$1.35M Budget
- Start: January 2013
- Substantial Completion: August 2013



12" Steel Pipe in I-805/Orange Avenue Bridge

# CIP Projects in Construction

- 803-3 & 832-2 Reservoir Interior/Exterior Coating & Upgrades(P2518/P2519)
- Remove and Replace Deteriorating Reservoir Coatings
- Structural Modifications Including Level Indicator Replacement and Anode Replacement
- \$1.53M Budget
- Start: March 2013
- Estimated Completion: November 2013



Above: 803-3 Interior Coating  
Below: 832-2 Exterior Blast Containment



# Construction Contract Status

CIP NO.	PROJECT TITLE	CONTRACTOR	BASE BID AMOUNT	CONTRACT AMOUNT W/ ALLOWANCES	NET CHANGE ORDERS LTD*		CURRENT CONTRACT AMOUNT	TOTAL EARNED TO DATE	% CHANGE ORDERS W/ ALLOWANCE CREDIT**	% COMPLETE	EST. COMP. DATE
					PROJECT TOTAL	%					
<b>R2091</b>	944-1R Recycled Pump Station Upgrade & System Enhancements	Sepulveda	\$1,099,423	\$1,162,423	\$90,505	8.2%	\$1,252,928	\$1,232,928	7.8%	98.4%	October 2013
<b>P2514</b>	30-Inch Potable Pipeline in Hunte Parkway	Sepulveda	\$1,172,257	\$1,212,257	\$126,233	10.8%	\$1,312,508	\$1,312,508	8.3%	100.0%	Complete June 2013
<b>P2513</b>	Orange Avenue/ I-805 12" Potable Water Installation	Basile	\$767,000	\$872,000	\$19,290	2.5%	\$891,290	\$891,290	2.2%	100.0%	Complete August 2013
<b>P2518/ P2519</b>	803-3 & 832-2 Reservoirs Coating	Advanced Industrial Services	\$876,900	\$946,900	\$0	0.0%	\$876,900	\$823,250	-7.4%	93.9%	November 2013
		<b>TOTALS:</b>	<b>\$3,915,580</b>	<b>\$4,193,580</b>	<b>\$236,028</b>	<b>6.0%</b>	<b>\$4,333,626</b>	<b>\$4,259,976</b>	<b>3.3%</b>		

\*NET CHANGE ORDERS DO NOT INCLUDE ALLOWANCE ITEM CREDITS. IT'S A TRUE CHANGE ORDER PERCENTAGE FOR THE PROJECT.

\*\*THIS CHANGE ORDER RATE INCLUDES THE CREDIT FOR UNUSED ALLOWANCES



# Consultant Contract Status

Consultant	CIP No.	Project Title	Original Contract Amount	Total Change Orders	Revised Contract Amount	Approved Payment To Date	% Change Orders	% Project Complete	Date of Signed Contract	End Date of Contract
<b>PLANNING</b>										
ARCADIS U.S., INC.	Varies	WASTEWATER MANAGEMENT PLAN FY 12-13	\$ 349,979.36	\$ -	\$ 349,979.36	\$ 349,971.86	0.0%	100.0%	8/3/2011	COMPLETE 12/31/2013
BROWN AND CALDWELL	P1210	MWRP 2013 UPDATE	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	0.0%	0.0%	9/17/2013	12/31/2013
NARASIMHAN CONSULTING	Varies	HYDRAULIC MODELING SERVICES	\$ 175,000.00	\$ -	\$ 175,000.00	\$ 85,633.50	0.0%	48.9%	5/2/2011	6/30/2014
<b>DESIGN</b>										
AECOM	P2451	OTAY MESA CONVEYANCE AND DISINFECTION SYSTEM (DESIGN ENGINEER)	\$ 3,910,297.00	\$ -	\$ 3,910,297.00	\$ 421,284.83	0.0%	10.8%	1/3/2011	6/30/2016
AEGIS ENGINEERING MGMT INC	VARIABLES	AS-NEEDED DESIGN SERVICES FY 13-14	\$ 300,000.00	\$ -	\$ 300,000.00	\$ 118,419.40	0.0%	39.5%	11/1/2012	6/30/2014
ARCADIS U.S., INC.	P2434, P2511	VALUE ENGINEERING AND CONSTRUCTIBILITY REVIEW	\$ 153,628.00	\$ -	\$ 153,628.00	\$ 65,308.73	0.0%	42.5%	1/18/2012	6/30/2014
ATKINS	Varies	AS-NEEDED ENGINEERING DESIGN SERVICES FY 12-13	\$ 175,000.00	\$ -	\$ 175,000.00	\$ 143,646.06	0.0%	82.1%	10/25/2011	6/30/2015
BSE ENGINEERING INC	Varies	AS-NEEDED ELECTRICAL SERVICES	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	0.0%	0.0%	6/1/2012	6/30/2014
BUSTAMANTE & ASSOCIATES	P2451	OTAY MESA CONVEYANCE AND DISINFECTION SYSTEM (BINATIONAL WATER AND RELATED ISSUES)	\$ 39,500.00	\$ -	\$ 39,500.00	\$ 7,000.00	0.0%	17.7%	1/1/2013	10/31/2013
DARNELL & ASSOCIATES	Varies	AS-NEEDED TRAFFIC ENGINEERING SERVICES	\$ 125,000.00	\$ -	\$ 125,000.00	\$ -	0.0%	0.0%	6/12/2012	6/30/2014
HECTOR MARES-COSSIO	P2451	OTAY MESA CONVEYANCE AND DISINFECTION SYSTEM (BINATIONAL WATER AND RELATED ISSUES)	\$ 120,000.00	\$ -	\$ 120,000.00	\$ 21,600.00	0.0%	18.0%	4/1/2013	3/31/2015
LEE & RO INC	P2511	OTAY INTERCONNECT PIPELINE	\$ 2,769,119.00	\$ -	\$ 2,769,119.00	\$1,024,361.46	0.0%	37.0%	11/4/2010	12/31/2015
MICHAEL D.KEAGY REAL ESTATE	VARIABLES	AS-NEEDED APPRAISAL SERVICES FY 13-14	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	0.0%	0.0%	9/5/2012	6/30/2014
SILVA SILVA CONSULTING	P2451	OTAY MESA CONVEYANCE AND DISINFECTION SYSTEM (BINATIONAL WATER AND RELATED ISSUES)	\$ 104,000.00	\$ -	\$ 104,000.00	\$ 72,000.00	0.0%	69.2%	5/1/2012	6/30/2014
SOUTHERN CALIFORNIA SOIL	VARIABLES	GEOTECHNICAL SERVICES FY 13-15	\$ 175,000.00	\$ -	\$ 175,000.00	\$ 2,234.00	0.0%	1.3%	12/10/2012	6/30/2015
TETRA TECH, INC	P2434	RANCHO DEL REY WELL - PHASE 2	\$ 724,493.50	\$ 23,749.00	\$ 748,242.50	\$ 404,445.17	3.3%	54.1%	4/21/2011	12/31/2014
V & A CONSULTING	Varies	VALUE ENGINEERING AND CONSTRUCTIBILITY REVIEW	\$ 392,729.00	\$ -	\$ 392,729.00	\$ 298,601.09	0.0%	76.0%	6/23/2011	COMPLETE 9/30/2013



# Consultant Contract Status

Consultant	CIP No.	Project Title	Original Contract Amount	Total Change Orders	Revised Contract Amount	Approved Payment To Date	% Change Orders	% Project Complete	Date of Signed Contract	End Date of Contract
<b>CONSTRUCTION SERVICES</b>										
AIRX UTILITY SURVEYORS	Varies	AS-NEEDED SURVEYING SERVICES FY 14-15	\$ 175,000.00	\$ -	\$ 175,000.00	\$ -	0.0%	0.0%	9/18/2013	6/30/2015
ALTA LAND SURVEYING, INC.	Varies	AS-NEEDED SURVEYING SERVICES	\$ 175,000.00	\$ -	\$ 175,000.00	\$ 170,358.75	0.0%	97.3%	8/15/2011	6/30/2014
ALYSON CONSULTING	Varies	CONSTRUCTION MGMT/INSPECTION FY 13-15	\$ 350,000.00	\$ -	\$ 350,000.00	\$ 109,540.00	0.0%	31.3%	10/24/2012	6/30/2015
CLARKSON LAB & SUPPLY	Varies	AS-NEEDED BACTERIOLOGICAL TESTING FY 14	\$ 15,000.00		\$ 15,000.00	\$ 7,278.00	0.0%	48.5%	7/1/2013	6/30/2014
HARPER & ASSOCIATES	P2493	COATING INSPECTION SERVICES ON THE 624-2 & 458-2 RESERVOIR	\$ 75,160.00		\$ 75,160.00	\$ -	0.0%	0.0%	8/27/2013	7/3/2014
<b>ENVIRONMENTAL</b>										
ICF INTERNATIONAL (aka JONES & STOKES ASSOCIATES)	Varies	AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES	\$ 375,000.00	\$ -	\$ 375,000.00	\$ 275,151.57	0.0%	73.4%	9/9/2010	6/30/2014
MERKEL & ASSOCIATES	Varies	SAN MIGUEL HABITAT MANAGEMENT AREA AND CIP-ASSOCIATED MITIGATION PROJECTS	\$ 359,079.00	\$ -	\$ 359,079.00	\$ 212,409.43	0.0%	59.2%	12/14/2011	12/31/2014
RECON	P2494	PREPARATION OF THE SUBAREA PLAN	\$ 270,853.00	\$ -	\$ 270,853.00	\$ 190,221.86	0.0%	70.2%	3/28/2008	6/30/2015
<b>WATER RESOURCES</b>										
MICHAEL R. WELCH	P2481	ENGINEERING PLANNING SVCS.	\$ 40,000.00	\$ -	\$ 40,000.00	\$ 30,375.00	0.0%	75.9%	3/25/2009	6/30/2015
<b>PUBLIC SERVICES</b>										
AEGIS ENGINEERING MANAGEMENT	Varies	RECYCLED WATER PLAN CHECKING, RETROFIT, AND INSPECTION SERVICES FOR DEVELOPER PROJECTS	\$ 300,000.00	\$ -	\$ 300,000.00	\$ 293,016.68	0.0%	97.7%	1/20/2010	12/30/2013
AEGIS ENGINEERING MANAGEMENT	Varies	RECYCLED WATER PLAN CHECKING, RETROFIT, AND INSPECTION SERVICES FOR DEVELOPER PROJECTS	\$ 300,000.00	\$ -	\$ 300,000.00	\$ 306,707.34	0.0%	102.2%	11/24/2010	12/30/2013
AEGIS ENGINEERING MANAGEMENT	Varies	AS-NEEDED DEVELOPER PROJECTS FY 14-15	\$ 350,000.00	\$ -	\$ 350,000.00	\$ 6,164.50	0.0%	1.8%	8/20/2013	6/30/2015
<b>TOTALS:</b>			<b>\$12,448,837.86</b>	<b>\$ 23,749.00</b>	<b>\$12,122,586.86</b>	<b>\$4,615,729.23</b>	<b>0.2%</b>			



# QUESTIONS?