



**METRO TAC AGENDA**  
**(Technical Advisory Committee to Metro JPA)**

**TO:** Metro TAC Representatives and Metro Commissioners

**DATE:** Wednesday, January 21, 2015

**TIME:** 11:00 p.m. to 1:30 p.m.

**LOCATION:** MWWD, 9192 Topaz Way, (MOC II Auditorium) – Lunch will be provided

***\*PLEASE DISTRIBUTE THIS NOTICE TO METRO COMMISSIONERS AND METRO TAC REPRESENTATIVES\****

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1. Review and Approve MetroTAC Action Minutes for the Meeting of [December 17, 2014](#) (**Attachment**)
2. Metro Commission/JPA Board Meeting Recap (Standing Item)
3. **ACTION:** Consideration and Possible Action for Approval of Change Order # 1 MBC Dewatering Centrifuges Replacement (Manny da Rosa) (**Attachment**)
4. **ACTION:** Consideration and Possible Action to rescind approval of the previous Vision Internet hosting agreement and adopt the revised agreement. (**Attachment**) (Greg Humora)
5. Metro Wastewater Update (Standing Item)
6. Metro Capital Improvement Program and Funding Sources (Standing Item)
7. Financial Update (Standing Item) (Karyn Keese)
8. MetroTAC Work Plan (Standing Item) (**Attachment**) (Greg Humora)
9. Point Loma Permit Renewal (Standing Item) (Greg Humora)
10. Review of Items to be Brought Forward to the Regular Metro Commission/Metro JPA Meeting (**February 5, 2015**)
11. Other Business of Metro TAC
12. Adjournment ([To the next Regular Meeting, February 18, 2015](#))

**Metro TAC 2015 Meeting Schedule**

January 21	May 20	September 16
February 18	June 17	October 21
March 18	July 15	November 18
April 15	August 19	December 16

# **AGENDA ITEM 1**

Draft Minutes of the 12-17-14  
Meeting

**Metro TAC**  
(Technical Advisory Committee to Metro Commission/JPA)

**ACTION MINUTES**

**DATE OF MEETING:** December 17, 2014  
**TIME:** 11:00 AM  
**LOCATION:** MWWD, Conference Room 2E

**MEETING ATTENDANCE:**

Greg Humora, La Mesa  
Dennis Davies, El Cajon  
Ed Walton, Coronado  
Dan Brogadir, County of San Diego  
Kuna Muthusamy, National City  
Stephen Beppler, Otay WD  
Al Lau, Padre Dam  
Michael Obermiller, Poway  
Tom Howard, Poway  
Edgar Patino, City of San Diego  
Marie Wright-Travis, City of San Diego

Lee Ann Jones-Santos, City of San Diego  
Rania Amen, City of San Diego  
Peggy Merino, City of San Diego  
Idalamiro Da Rosa, City of San Diego  
Iraj Asgharsadeh, City of San Diego  
Keli Balo, City of San Diego  
Karyn Keese, Atkins  
Scott Tulloch, Atkins  
Rob Larson, ADS

1. **Review and Approve MetroTAC Action Minutes for the Meeting of November 19, 2014**  
Dan Brogadir moved approval of the November 19, 2014 minutes. The motion was seconded by Ed Walton and the minutes were approved unanimously.
2. **Metro Commission/JPA Board Meeting Recap (Standing Item)**  
Chairman Humora reviewed the December meeting of the Metro Commission/JPA. Three items were discussed and unanimously approved. The Commissioners unanimously supported:
  - Pump station 2 power reliability and surge protection change order
  - The Third Amendment to the Facility Franchise Agreement between the City of San Diego and San Diego Land Fill Systems, Inc.
  - The Pure Water Program As-Needed Engineering Technical Services Consultant Contract. Much of the discussion centered on how the review process for individual task orders would be handled. The Commission directed PUD staff and Metro TAC to work out a process so that all individual task orders are reviewed.
3. **PRESENTATION:** Public Notice for Pure Water Program Environmental Document  
Keli Balo gave an overview of the notice. This is a Program EIR and therefore will be prepared on a very high level. As actual projects are determined and in design specific EIRs will be prepared for each project. There have been two scoping meeting, one in South Bay and one held at MOC. Only 5 to 6 people attended each meeting but the concerns of those that attended will be included in the Program EIR. These include but are not limited to the development by Padre Dam of 20 mgd of IPR upstream and having it counted into the program; elimination of the South Bay Option; and concerns over the Harbor Drive site as it is adjacent to planned hotel projects and is on some of the limited coastal land available. Scott Tulloch attended both scoping meetings representing the Metro Commission/JPA and reported that comments mostly seemed in favor of the project and that Jim Peugh who is the IROC chair gave positive comments on behalf of the Audubon Society. The Program EIR process will take approximately 18 months and should be in

draft form for review by January 2017.

4. **ACTION:** Second Amendment to Sewer Flow Monitoring and Event Notification System  
In 2010 the San Diego City Council authorized the City to enter into a phase funded agreement with ADS CORP for sewer flow monitoring and event notification services. The information that ADS gathers supports the strength based billing system used to bill the PAs for their wastewater flows and strengths. The City and ADS have negotiated an extension to the Agreement for five years. ADS has agreed to honor their present pricing and maintain the same unit rates as the current contract for a period of 3 years with a 3% price increase per unit rate for years 4 and 5. As part of the contract ADS has will upgrade all existing meters to Flowshark Triton meters. Members of Metro TAC vividly remember the major problems when the City switched to Geotivity and no billing information was available for two years. And it was not until the City went back to ADS that normal billing was achieved. On a motion by Tom Howard, seconded by Vice Chair Dennis Davies the motion was approved unanimously to move this contract forward to the Metro Commission for their review and potential approval. It was noted that since the Metro Commission will be dark in December that this item is being moved forward on Metro TACs approval and will be ratified by the Metro Commission at their next meeting.
5. **ACTION:** Consideration and Possible Action for Approval of Change Order #1 MBC Dewatering Centrifuge Replacement  
PUD staff reviewed the need for this change order. The request for this change order is attached to these minutes as Attachment A. The existing eight dewatering centrifuges have been in operation for over 15 years. During current design, the contractor and PUD staff discussed the affect the proposed centrifuges with larger horsepower motors could have to the plant's electrical system. At the request of the City, a power system study was performed. The study showed the use of the six pulse type variable frequency drives (VFDs) will result in undesirable effects when connected to the COGEN in Island Mode. This change order proposes the use of clean power VFDs to avoid damage to the equipment, instrumentation devices, and other electrical plant system. There was much discussion regarding this change. In particular Mike Obermiller wanted to know:
  - o Is the power produced by the COGEN conditioned?
  - o Does the condition of the power produced by the COGEN present any other problems in the MBC (besides the larger capacity centrifuge VFDs)?Action on this item was tabled. PUD staff will come back to the next meeting with their electrical engineer to address the questions and concerns of Metro TAC members.
6. **Metro Wastewater Update (Standing Item)**  
Peggy Merino stated that the annual letter requesting updating population and sewage flow projections has been sent out to each PA and would like responses within a month.
7. **Metro Capital Improvement Program and Funding Sources (Standing Item).**  
There was no report this month.
8. **San Diego Integrated Regional Water Management Regional Advisory Committee Meeting #53**  
Steve Beppler reviewed the minutes from the most recent meeting. The minutes from the meeting were included in the agenda packet.
9. **Financial Update**  
There was no financial update this month.
10. **MetroTAC Work Plan (Standing Item)**

Tom Howard discussed that guidelines for handling blood borne pathogens have been sent out by the CDC (Copy included as Attachment B). He suggested that all of the PAs work with their local hospitals to create a plan in case the Ebola virus does occur in their area.

**11. Point Loma Permit Renewal**

Chairman Humora reported that now that support for the permit application has been gained the major focus of the stakeholders group will be on legislation to provide for permanent secondary equivalency and cost allocation. The cost allocation group is meeting every two weeks. San Diego is on a dual track in regards to the legislation. Allen Langworthy and Scott Tulloch are working on wording for a potential "administrative fix" to be submitted to EPA but that efforts to provide for OPRA 2 are moving forward as well. It is important that if the administrative fix does not work that key dates for OPRA 2 are met. PUD staff anticipates that the permit application will be submitted in January on time with no delays.

**12. Review of Items to be Brought Forward to the next Metro Commission/Metro JPA Meeting (January 8, 2015)**

Chairman Humora discussed that the Metro Commission will not be fully staffed until February and that we may cancel the January meeting. National City, La Mesa and Chula Vista will not appoint their new members until later in January.

**13. Other Business of Metro TAC**

Chairman Humora reported that there appears to be a potential resolution shortly on the Padre Dam issue. The attorney's group will be meeting in December with the City of San Diego regarding the settlement agreement.

**14. Adjournment (To the next Regular Meeting, January 21, 2015)**

# ATTACHMENT A

**CITY OF SAN DIEGO  
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT**

**Project Name:**   MBC DEWATERING CENTRIFUGES REPLACEMENT – CHANGE ORDER #1  
(WBS# S-00339)

**Name of Project Presenter:** Iraj Asgharzadeh, Senior Civil Engineer.  
Idalmiro Manuel da Rosa, Project Manager

**Project Background:**

The City of San Diego's Public Utilities Department (PUD) operates the Metro Biosolids Center (MBC), a regional biosolids processing facility. The dewatering process is the core function of the MBC Facility. MBC operates with eight dewatering centrifuges that dewater digested biosolids from the Point Loma Wastewater Treatment Plant (PLWTP) and the North City Water Reclamation Plant. The process is critical to system-wide operations. If this process fails to meet system demand, Public Utilities Department (PUD) faces serious risk of failure to comply with the requirements of the PLWTP's National Pollution Discharge Elimination System (NPDES) permit.

The existing eight dewatering centrifuges have been in operation for over 15 years. The recent increased frequencies of major repairs and the associated unit down time indicate that the existing units are approaching the end of their useful life and need to be replaced. The plan is to replace six of the eight existing centrifuges with larger capacity units.

In May, 2013, the Mayor authorized to award and execute a design/build contract with J. R. Filanc Construction Company, Inc., for an amount not to exceed \$9,373,954.00.

During design, the contractor and City discussed the affect the proposed centrifuges with larger horsepower motors could have to the plant's electrical power system. At the request of the City, a power system study was performed by Emerson Network Power to model and analyze dynamic characteristics of MBC electrical power distribution system.

The onsite power production, cogeneration (COGEN), which utilizes methane gas from the MBC digesters and from the adjacent Miramar Landfill, convert it to electrical power. The COGEN generates over 6 Megawatts of electrical power. MBC utilizes a portion of the COGEN generated power for their wastewater treatment operations with the rest being sold back to the San Diego Gas & Electrical (SDG&E) grid. The COGEN power system at MBC is connected to the grid unless there is a SDG&E power outage at which time it is solely connected to the COGEN in what is called "Island Mode"

As per Emerson's report the use of the six pulse type variable frequency drives (VFDs) will result in undesirable effects when connected to the COGEN in the Island Mode. This change order proposes the use of "clean power" type VFDs to avoid damage to the equipments, instrumentation devices, and other electrical plant systems.

Additional funding is needed for the upgrade of the six pulse VFDs to Ultra Low Harmonics VFDs. In order to perform the upgrade, additional engineering services will be required for review of submittals and structural, mechanical, and electrical design for the installation of the upgraded VFDs. In addition, the construction work related to the demolition of the existing concrete pads, and installation of larger concrete pads is required for the larger electrical components. This change order will provide funds for

engineering, equipments, and installation of electrical panels with Ultra Low Harmonics VFDs to run the centrifuges.

### **Project Description**

The Project Change Order #1 requires the following design/build support services:

- Upgrade of the six pulse VFDs to Ultra Low Harmonics VFDs.
- Additional engineering and construction services for structural, mechanical, and electrical for the installation of the upgraded VFDs.
- Demolition of the existing concrete pads and of installation larger pads for the larger electrical components.

### **Cost:**

The current costs associated with this project are as following:

Administration:	\$ 1,643,600.00
Construction (Design/Build):	\$ 9,373,954.00
<b>Construction/Change Order #1:</b>	<b>\$ 679,889.28 (This Request)</b>
Contingency:	\$ 425,000.00

EST TOTAL COST: \$ 12,122,443.28

Previous TAC Presentation budgeted costs

Administration	\$ 925,000.00
Design Costs	\$ 960,000.00
Construction	\$9,250,000.00
Contingency	<u>\$ 865,000.00</u>

Total Projected Costs \$12,000,000.00

The Administration costs include the planning costs incurred to date for in-house planning and preparation for the competitive selection, project management, and construction management.

The funding will come from the MBC Dewatering Centrifuges Replacement WBS # S-00339, Sewer Fund 700009.

### **Schedule:**

The schedule for MBC Dewatering Centrifuges Replacement is as follows:

NTP for Design-Construction	March 2013
Design- Construction	March 2013-June 2016 *
Project Closeout	July 2017

\* The schedules reflects the added time due to the attached Draft Change Order #1



# ATTACHMENT B

## Interim Guidance for Managers and Workers Handling Untreated Sewage from Individuals with Ebola in the United States

**November 20, 2014**

**Who this is for:** Workers who handle untreated sewage that comes from hospitals, medical facilities, and other facilities with confirmed individuals with Ebola.

**What this is for:** To provide recommendations for workers on the types of personal protective equipment (PPE) to be used and proper hygiene for the safe handling of untreated sewage that may contain Ebola virus.

**How to use:** Use this document to reduce the workers' risk of exposure to infectious agents including Ebola virus when working with untreated sewage.

### Key Points:

- Ebola virus is more fragile than many enteric viruses that cause diarrheal disease or hepatitis.
- The envelope that covers Ebola makes it more susceptible to environmental stresses and to chemical germicides than non-enveloped viruses, such as hepatitis A, poliovirus, and norovirus.
- To protect workers against Ebola
  - Educate them on
    - What PPE to use to protect broken skin and mucous membranes and
    - How to properly use the PPE, including how to put it on and take it off.
  - Develop and fully implement routine protocols that ensure workers are protected against potential exposures (i.e., prevent contact with broken skin, eyes, nose or mouth) when handling untreated sewage.
  - Ensure all workers always practice good personal hygiene, including frequent hand washing to reduce potential exposures to any of the pathogens in sewage.

This guidance is based on current knowledge of Ebola virus, including detailed information on Ebola virus transmission, recommendations from the World Health Organization (WHO), and scientific studies of wastewater treatment and workers who handle wastewater.<sup>1,2,3</sup> Updates will be posted as needed on the CDC Ebola webpage at <http://www.cdc.gov/vhf/ebola/> (<http://www.cdc.gov/vhf/ebola/>).

Some workers come in contact with untreated sewage before it enters the wastewater treatment plant and could be at very low risk of exposure to Ebola virus. These workers include:

- Plumbers in hospitals that are currently treating an Ebola patient

- Sewer maintenance workers working on the active sewer lines serving the hospital with an Ebola patient
- Construction workers who repair or replace active sewer lines serving the hospital with an Ebola patient

## Transmission

Ebola virus is transmitted through:

- Direct, unprotected contact (i.e., with broken skin, eyes, nose or mouth) with blood or other body fluids (e.g., , feces, vomit, urine, saliva, sweat, breast milk, tears, vaginal fluid, and semen) of an infected patient who is actively ill
- Needle stick injuries from needles and syringes that have been contaminated with infected blood or other body fluids and tissue from an infected patient who is actively ill
- Unprotected contact with medical equipment contaminated with blood or body fluids from an infected patient who is actively ill
- Direct, unprotected contact with the body of someone who has died from Ebola

The World Health Organization recommends that human wastes, including waste from Ebola patients such as vomitus and feces, be either disposed of through a sanitary sewer or be buried in a pit toilet or latrine with no additional contact or treatment.<sup>4,5,6</sup> There has been no evidence to date that Ebola can be transmitted via exposure to sewage.<sup>7</sup> The WHO has established guidelines for hygiene and PPE to prevent exposure to potential pathogens when working with untreated sewage.<sup>4,5</sup> In the United States, human waste (i.e., excreta), blood, and other potentially infectious materials are routinely released into sanitary sewers. Wastewater handling processes in the United States are designed to inactivate and remove pathogens, such as Ebola. Workers should follow the guidelines below to prevent exposure to human pathogens, including Ebola virus, when working with untreated wastewater.

### *Personal Protective Equipment (PPE)*

Workers handling human waste or sewage should be provided hand washing facilities at the worksite, PPE (described below), and training on how to use this PPE. The training should specifically address methods for the correct and safe removal of PPE to prevent workers from contaminating themselves or others during its removal. Trained workers should demonstrate both knowledge of the appropriate PPE they will be expected to wear and proficiency in its use. If using a respirator, the worker should be part of a respiratory protection program that includes medical clearance and fit-testing under OSHA's PPE standard (29 CFR 1910.132). Workers should wash hands with soap and water immediately after removing PPE. Leak-proof infectious waste containers should be provided for discarding used PPE. Guidelines for dealing with potentially infectious waste can be found at <http://www.cdc.gov/vhf/ebola/hcp/medical-waste-management.html> (<http://www.cdc.gov/vhf/ebola/hcp/medical-waste-management.html>) and [https://www.osha.gov/Publications/OSHA\\_FS-3756.pdf](https://www.osha.gov/Publications/OSHA_FS-3756.pdf) ([https://www.osha.gov/Publications/OSHA\\_FS-3756.pdf](https://www.osha.gov/Publications/OSHA_FS-3756.pdf))

The following PPE is recommended for workers handling untreated sewage:

- Goggles or face shield: to protect eyes from splashes of untreated sewage
- Face mask (e.g., surgical mask): to protect nose and mouth from splashes of human waste. If undertaking cleaning processes that generate aerosols, a NIOSH-approved N-95 respirator should be used.
- Impermeable or fluid-resistant coveralls: to keep untreated sewage off clothing
- Waterproof gloves (such as heavy-duty rubber outer gloves with nitrile inner gloves) to prevent exposure of hands to untreated sewage
- Rubber boots: to prevent exposure of feet to untreated sewage.

### *Basic Hygiene Practices*

- Wash skin with soap and water immediately after handling sewage, or any materials that have been in contact with sewage.
- Avoid touching face, mouth, eyes, nose, or open sores and cuts while handling sewage, or any materials that have been in contact with sewage.
- Wash hands with soap and water before eating or drinking after handling sewage.
- Remove soiled work clothes and do not take home to launder. Launder clothing at work or use a uniform service.
- Eat in designated areas away from untreated sewage.
- Do not smoke or chew tobacco or gum while handling human waste or sewage, or any materials that have been in contact with human waste or sewage.
- Cover open sores, cuts, and wounds with clean, dry bandages.

## References

<sup>1</sup> McCunney RJ [1986]. Health effects of work at waste water treatment plants: a review of the literature with guidelines for medical surveillance. *Am J Ind Med* 9(3):271-279.

<sup>2</sup> Khuder SA, Arthur T, Bisesi MS, Schaub EA [1998]. Prevalence of infectious diseases and associated symptoms in wastewater treatment workers. *Am J Ind Med* 33(6):571-577.

<sup>3</sup> CDC (Centers for Disease Control and Prevention) [2011]. Guidance for reducing health risks to workers handling human waste or sewage. [http://www.cdc.gov/haiticholera/workers\\_handlingwaste.htm](http://www.cdc.gov/haiticholera/workers_handlingwaste.htm) (%20http://www.cdc.gov/haiticholera/workers\_handlingwaste.htm). Date accessed: November 2014.

<sup>4</sup> WHO (World Health Organization) [2014a]. Infection prevention and control guidance for care of patients in health-care settings, with focus on Ebola ([http://www.who.int/csr/resources/publications/ebola/filovirus\\_infection\\_control/en/](http://www.who.int/csr/resources/publications/ebola/filovirus_infection_control/en/)). Date accessed: November 2014.

<sup>5</sup> WHO [2014b]. Safe management of wastes from health-care activities. 2nd ed. Chartier Y, Emmanuel J, Pliker U, Prüss A, Rushbrook P, Stringer R, Townend W, Wilburn S, Zghondi R, eds. [http://apps.who.int/iris/bitstream/10665/85349/1/9789241548564\\_eng.pdf?ua=1](http://apps.who.int/iris/bitstream/10665/85349/1/9789241548564_eng.pdf?ua=1) ([http://apps.who.int/iris/bitstream/10665/85349/1/9789241548564\\_eng.pdf?ua=1](http://apps.who.int/iris/bitstream/10665/85349/1/9789241548564_eng.pdf?ua=1)). Date accessed: November 2014.

<sup>6</sup> WHO [2014c]. Ebola virus disease (EVD): key questions and answers concerning water, sanitation and hygiene. [http://www.who.int/water\\_sanitation\\_health/WASH\\_and\\_Ebola.pdf?ua=1](http://www.who.int/water_sanitation_health/WASH_and_Ebola.pdf?ua=1)  
([http://www.who.int/water\\_sanitation\\_health/WASH\\_and\\_Ebola.pdf?ua=1](http://www.who.int/water_sanitation_health/WASH_and_Ebola.pdf?ua=1)) Date accessed: November 2014.

<sup>7</sup> Weber DJ, Rutala WA [2001]. Risks and prevention of nosocomial transmission of rare zoonotic diseases. Clin Infect Dis 32(3):446-456

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#### **File Formats Help:**

How do I view different file formats (PDF, DOC, PPT, MPEG) on this site?

(<http://www.cdc.gov/Other/plugins/>)

(<http://www.cdc.gov/Other/plugins/#pdf>)

Page last reviewed: November 20, 2014

Page last updated: November 20, 2014

Content source: Centers for Disease Control and Prevention (/index.htm)

National Center for Emerging and Zoonotic Infectious Diseases (NCEZID) (/ncezid/index.html)

Division of High-Consequence Pathogens and Pathology (DHCPP) (/ncezid/dhcpp/index.html)

Viral Special Pathogens Branch (VSPB) (/ncezid/dhcpp/vspb/index.html)

# AGENDA ITEM 3

Change Order # 1 MBC Dewatering Centrifuges  
Replacement

## METRO JPA/TAC Staff Report

**Subject Title:** MBC Dewatering Centrifuges Replacement Change Order #1

**Requested Action:** Recommendation to the Metro Commission to approve the project change order #1 and moving it forward to City Council for approval.

**Recommendations:**

Metro TAC:	Present to JPA for approval of Change Order #1.
IROC:	This project was highlighted in the First Quarter FY 15 IROC Committee.
Prior Actions: (Committee/Commission, Date, Result)	In November 2012 the JPA/Metro Commission approved to execute the Design-Build contract. In May, 2013, the Mayor authorized to award and execute the Design-Build contract with J. R. Filanc Construction Company, Inc., for an amount not to exceed \$9,373,954.00

**Fiscal Impact:**

Is this project budgeted?	Yes <u>X</u> No ____
Cost breakdown between Metro & Muni:	100% Metro
Financial impact of this issue on the Metro JPA:	33.5% of \$679,889.28= \$227,762.91 \$12,000,000.00 budget previously approved by JPA

**Capital Improvement Program:**

New Project?	Yes ____ No <u>X</u>
Existing Project?	Yes <u>X</u> No ____ upgrade/addition ____ change <u>X</u>

**Comments/Analysis:**

This Change Order #1 improves the Plant electrical system to avoid damage to the equipments, instrumentation devices, and other electrical plant systems during SDG&E electrical blackout.

**Previous TAC/JPA Action:**

**TAC** –June 2012 approval of consideration and possible action to approve this project by the JPA Metro Commission with a budget of \$12,000,000.00.

**JPA Metro Commission** – November 2012 approval to execute the Design-Build contract.

**Additional/Future Action:**

Present to JPA Metro Commission and to Infrastructure Committee prior to City Council.

**City Council Action:**

Present it to City Council for authorization of Change Order #1 to the Design-Build contract with J. R. Filanc Construction Company for the MBC Dewatering Centrifuges Replacement project.

**CITY OF SAN DIEGO  
PUBLIC WORKS DEPARTMENT  
BRIEFING REPORT**

**January 21, 2015**

**Project Name:** MBC DEWATERING CENTRIFUGES REPLACEMENT – CHANGE ORDER #1  
(WBS# S-00339)

**Name of Project Presenter:** Iraj Asgharzadeh, Senior Civil Engineer.  
Idalmiro Manuel da Rosa, Project Manager

**Project Background:**

The City of San Diego's Public Utilities Department (PUD) operates the Metro Biosolids Center (MBC), a regional biosolids processing facility. The dewatering process is the core function of the MBC Facility. MBC operates with eight dewatering centrifuges that dewater digested biosolids from the Point Loma Wastewater Treatment Plant (PLWTP) and the North City Water Reclamation Plant. The process is critical to system-wide operations. If this process fails to meet system demand, Public Utilities Department (PUD) faces serious risk of failure to comply with the requirements of the PLWTP's National Pollution Discharge Elimination System (NPDES) permit.

The existing eight dewatering centrifuges have been in operation for over 15 years. The recent increased frequencies of major repairs and the associated unit down time indicate that the existing units are approaching the end of their useful life and need to be replaced. The plan is to replace six of the eight existing centrifuges with larger capacity units.

In May, 2013, the Mayor authorized to award and execute a Design-Build contract with J. R. Filanc Construction Company, Inc., for an amount not to exceed \$9,373,954.00.

During design, the contractor and City discussed the affect the proposed centrifuges with larger horsepower motors could have to the plant's electrical power system. At the request of the City, a power system study was performed by Emerson Network Power to model and analyze dynamic characteristics of MBC electrical power distribution system.

The onsite power production, cogeneration (COGEN), which utilizes methane gas from the MBC digesters and from the adjacent Miramar Landfill, convert it to electrical power. The COGEN generates over 6 Megawatts of electrical power. MBC utilizes a portion of the COGEN generated power for their wastewater treatment operations with the rest being sold back to the San Diego Gas & Electrical (SDG&E) grid. The COGEN power system at MBC is connected to the grid unless there is a SDG&E power outage at which time it is solely connected to the COGEN in what is called "Island Mode"

As per Emerson's report the use of the six pulse type variable frequency drives (VFDs) will result in undesirable effects when connected to the COGEN in the Island Mode. This change order proposes the use of "clean power" type VFDs to avoid damage to the equipments, instrumentation devices, and other electrical plant systems.

Additional funding is needed for the upgrade of the six pulse VFDs to Ultra Low Harmonics VFDs. In order to perform the upgrade, additional engineering services will be required for review of submittals and structural, mechanical, and electrical design for the installation of the upgraded VFDs. In addition,



the construction work related to the demolition of the existing concrete pads, and installation of larger concrete pads is required for the larger electrical components. This change order will provide funds for engineering, equipments, and installation of electrical panels with Ultra Low Harmonics VFDs to run the centrifuges.

### **Project Description**

The Project Change Order #1 requires the following Design-Build support services:

- Upgrade of the six pulse VFDs to Ultra Low Harmonics VFDs.
- Additional engineering and construction services for structural, mechanical, and electrical for the installation of the upgraded VFDs.
- Demolition of the existing concrete pads and of installation larger pads for the larger electrical components.

### **Cost:**

The current costs associated with this project are as following:

Administration:	\$ 1,643,600.00
Construction (Design/Build):	\$ 9,373,954.00
<b>Construction/Change Order #1:</b>	<b>\$ 679,889.28 (This Request)</b>
Contingency:	\$ 425,000.00

EST TOTAL COST: \$ 12,122,443.28

Previous TAC Presentation budgeted costs \$12,000,000.00

The funding will come from the MBC Dewatering Centrifuges Replacement WBS # S-00339, Sewer Fund 700009.

### **Schedule:**

The schedule for MBC Dewatering Centrifuges Replacement is as follows:

This Change Order will add 180 days to the project schedule

NTP for Design-Construction	March 2013
Design- Construction	March 2013-June 2016 *
Project Closeout	July 2017

\* The schedules reflects the added time due to the attached Draft Change Order #1

# AGENDA ITEM 4

Rescinding approval of the previous Vision  
Internet hosting agreement and adoption of the  
revised agreement

<b>Project Title:</b> Website Hosting Agreement with Vision Internet	
<b>Project Manager:</b> Erin Bullers	
<b>Requested Action:</b> Rescind approval of the previous Vision Internet hosting agreement and adopt the revised updated agreement	
<b>Recommendations:</b> Rescind previous version of agreement and approve revised updated agreement	
Metro TAC:	Present to MetroTAC on 1/21/15
IROC:	
Prior Actions: (Committee/Commission, Date, Result)	Original version of agreement was approved by the Finance Committee on 4/30/14 and approved and signed by the Metro Commission on 5/1/14.
<b>Fiscal Impact:</b>	
Is this projected budgeted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Cost breakdown between Metro & Muni:	
Fiscal impact to the Metro JPA:	\$2,400 per year
<b>Capital Improvement Program:</b> Project No. _____	
New Project?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Existing Project?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> upgrade/addition <input type="checkbox"/> change <input checked="" type="checkbox"/>
<b>Previous TAC/JPA Action:</b> The previous version of the hosting agreement was approved by the Finance Committee on April 30, 2014 and approved by the Metro Commission on May 1, 2014.	
<b>Additional/Future Action:</b> Item will be put on the agenda for the February 5, 2015 Metro Commission meeting.	
<b>City Council Action:</b>	
<b>Background:</b> The JPA approved a contract with Vision Internet to develop a new website on October 25, 2013. The website has been developed and is ready for launch. On May 1, 2014, the Metro Commission approved the hosting agreement with Vision Internet to host the new JPA website. The hosting agreement was revised and updated, at the request of Vision Internet, to include Vision's account terms and conditions and clarify costs for additional services. Vision failed to include the provisions previously.	
<b>Discussion:</b> The changes to the original agreement are as follows: <ul style="list-style-type: none"> <li>• Vision Internet Providers Account Terms and Conditions were added as Exhibit B.</li> <li>• Hosting cost was redefined from an annual amount of \$2,400 to a monthly amount of \$200.</li> <li>• Term of agreement was re-established to coincide with end of fiscal year.</li> <li>• Other minor language and formatting changes were made for clarification purposes.</li> </ul>	



It is recommended that the JPA rescind the previous agreement and approve the revised agreement with Vision Internet (attached) to incorporate the described changes.

**Engineer's Estimate:**

**Bid Results:** N/A

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY  
AND VISION INTERNET PROVIDERS**

This agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 2014, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and VISION TECHNOLOGY SOLUTIONS, LLC dba VISION INTERNET PROVIDERS, a Delaware limited liability company (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

A. The Metro JPA would like to retain the services of Consultant to provide Website Hosting and as-needed maintenance, security, and technical support services as set forth in more detail herein.

B. Consultant has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Metro JPA to retain Consultant to provide the services described herein.

**AGREEMENT**

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the Metro JPA with the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein ("Scope of Services"), and the Terms and Conditions attached hereto as Exhibit "B" and incorporated herein ("Terms and Conditions"). In the event of a conflict between any provision of the Scope of Services and any provision of the Terms and Conditions, the Scope of Services shall prevail. In the event of a conflict between any provision of the Scope of Services and any provision of this Agreement, or any provision of the Terms and Conditions and any provision of this Agreement, the provisions of this Agreement shall prevail.

2. Compensation.

a. Subject to paragraph 2(b) and paragraph 2(c) below, the Metro JPA shall pay for such services.

b. In no event shall the total amount paid for Website Hosting services rendered by Consultant pursuant to Exhibit "A" exceed the sum of \$200 per month for the term of this Agreement. Payments shall be made within thirty (30) days of receipt of a statement for services rendered.

c. Maintenance, security, and technical support services shall be provided on an as needed basis at the rates stated for Extra Work as defined and stated in Exhibit "B." In no event shall the total amount paid for maintenance, security, and technical support services rendered by Consultant pursuant to Exhibit "B" exceed the sum of \$1,600 for the term of this Agreement.

3. Additional Work.

If changes in the work seem merited by Consultant or the Metro JPA, and informal consultations with the other Party indicate that a change is warranted, it shall be processed by the Metro JPA in the following manner: a letter outlining the changes shall be forwarded to the Metro JPA by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Metro JPA and executed by both Parties before performance of such services, or the Metro JPA will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by Metro JPA. Consultant shall obtain the written consent of Metro JPA prior to destroying any such records or any work product prepared by Consultant as a result of the Services provided under this Agreement.

5. Time of Performance; Term.

Consultant shall commence and perform its services in a prompt and timely manner upon execution of this Agreement. The term of this Agreement shall expire on June 30, 2016, unless extended by a written amendment approved and executed by both Parties.

6. Delays in Performance.

Neither Metro JPA nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; any computer virus, worm, denial of service attack; and sabotage or judicial restraint.

Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing not to exceed ten (10) days, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.

8. Assignment and Subconsultant.

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Metro JPA, which may be withheld for any reason. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

9. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of Metro JPA. No employee or agent of Consultant shall become an employee of Metro JPA. The work to be performed shall be in accordance with the work described in Exhibit "A," subject to such directions and amendments from Metro JPA as herein provided.

10. Integration.

This Agreement represents the entire understanding of Metro JPA and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

11. Insurance.

a. Commercial General Liability.

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Metro JPA.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001), or a policy providing the exact same coverage.

(2) The policy shall contain no endorsements or provisions (A) limiting coverage for contractual liability; (B) excluding cross liability for claims or suits by one insured against another; or (C) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply
- (6) Contractual Liability with respect to this Agreement
- (7) Broad Form Property Damage
- (8) Independent Consultants Coverage

(iv) The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(v) The policy shall be endorsed to name the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers as Additional Insureds under the policy using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Metro JPA. Consultant shall guarantee that the insurer shall eliminate such deductibles or self-insured retentions as respects Metro JPA, its members, directors, officials, officers, employees, agents, and volunteers.

b. Automobile Liability.

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the Metro JPA. Consultant warrants that as of the date of execution of this Agreement, it has no owned vehicles; in the event Consultant obtains owned vehicles during the term of this Agreement, it agrees to provide proof of coverage for owned vehicles within ten (10) days thereof.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 12/93) covering automobile liability, Code 1 (any auto).

(iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the Metro JPA, and provided that deductibles shall not apply to Metro JPA as an additional insured.

(iv) All such policies shall name the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers as Additional Insureds under the policies.



c. Workers' Compensation/Employer's Liability.

(i) At all times during the performance of Services under this Agreement, the Consultant shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.

(ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the Metro JPA and will be in a form and with insurance companies acceptable to the Metro JPA.

(iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Metro JPA.

(iv) Before beginning work, the Consultant shall furnish to the Metro JPA satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her or through subconsultants in carrying out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV or the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions).

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability insurance, in a form and with insurance companies acceptable to Metro JPA and in an amount indicated herein.

e. Public Liability, Property Damage, Automobile Liability, Employer's Liability, and Professional Liability (Errors and Omissions).

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirement of specific coverage or minimum limits contained in this Agreement are not intended as a limitation on coverage, limits or any other requirement, or a waiver of any coverage normally provided by any insurance.

Notwithstanding the minimum limits set forth in this Section 11(e), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Agreement.

f. Evidence Required.

Prior to execution of the Agreement, the Consultant shall file with the Metro JPA evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with all endorsements to the policies described therein. All evidence of insurance shall be certified by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required.

(i) All policies shall contain a provision for 30 days advance written notice by the insurer(s) to the Metro JPA of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates. In the event any insurer providing coverage required under this Agreement shall fail to provide the notice required in this section, Consultant shall be responsible to provide such notice to the Metro JPA. Consultant is responsible to replace any and all policies required under this Agreement which are cancelled during the term of this Agreement no later than the effective date of cancellation.

(ii) All policies shall contain a provision stating that the Consultant's policies are primary insurance and the insurance of the Metro JPA, its members or any additional insureds shall not be called upon to contribute to any loss. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Metro JPA, its members, officials, officers, employees, agents and volunteers, or any other additional insureds.

(iii) All policies shall waive any right of subrogation of the insurer against Metro JPA, its members, officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Metro JPA, its members, officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

h. Qualifying Insurers.

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Metro JPA, which satisfy the following minimum requirements:

(ii) Insurance carriers shall be admitted to do business in California and maintain an agent for process within the state or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.

i. Additional Insurance Provisions.

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Metro JPA, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification. Neither the Metro JPA nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

(ii) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents, the Metro JPA has the right but not the duty to acquire the necessary insurance for the Consultant and deduct the cost thereof from the appropriate progress payments due the Consultant, or backcharge the Consultant for such costs in the event they exceed the amount of unpaid progress payments due the Consultant. In the alternative, Metro JPA may cancel this Agreement.

(iii) Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the Metro JPA that they have secured all insurance required under this Section. If requested by Consultant, Metro JPA may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and Metro JPA shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage.

(iv) The Metro JPA may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Agreement.

12. Indemnification.

To the fullest extent permitted by law, Consultant agrees to protect, save, defend and hold harmless Metro JPA and its Board and each member of the Board, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, including loss of use, arising out of or in any way connected with the negligent performance or willful misconduct under this Agreement by Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant. The only exception to Consultant's

responsibility to protect, save, defend and hold harmless Metro JPA, is due to the sole negligence, willful misconduct or active negligence of Metro JPA. This hold harmless provision shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

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 attorney's fees, as determined by the court.

14. Termination or Abandonment.

a. Metro JPA has the right to terminate or abandon any portion or all of the work under this Agreement by giving thirty (30) calendar days written notice ("Notice of Termination") to Consultant. In such event, Metro JPA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Metro JPA shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. Consultant shall not be entitled to damages for termination of work.

b. In the event this Agreement is terminated without cause, the Consultant shall perform the services required by this Agreement up to and including the effective date set out in the Notice of Termination. The Consultant shall not perform any further services subsequent to the effective date set out in the Notice of Termination. In the event this Agreement is terminated without cause, Metro JPA shall pay to the Consultant for all services performed up to the date of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to Metro JPA pursuant to Section 2.

c. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Metro JPA only in the event of substantial failure by Metro JPA to perform in accordance with the terms of this Agreement through no fault of Consultant.

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:

<b>METRO JPA:</b>	<b>CONSULTANT:</b>
Metro Wastewater JPA	<b>VISION TECHNOLOGY SOLUTIONS, LLC</b> dba VISION INTERNET PROVIDERS
c/o La Mesa City Hall	2530 Wilshire Boulevard, 2nd Floor
8130 Allison Ave., La Mesa, CA 91942	Santa Monica, California 90403
<b>Attn:</b> c/o Greg Humora, City of La Mesa	<b>Contract Administrator</b> Fax: (310) 656-3103

and shall be effective upon receipt thereof.

16. Data.

Consultant shall be entitled to rely upon the accuracy of data and information provided by the Metro JPA without independent review or evaluation unless such review or evaluation is specified in the Scope of Services.

17. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Metro JPA and the Consultant.

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

**METRO WASTEWATER JPA**

**VISION TECHNOLOGY SOLUTIONS, LLC  
dba VISION INTERNET PROVIDERS**

By: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
David M. Nachman  
Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Paula C. P. de Sousa  
General Counsel  
METRO WASTEWATER JPA

## **EXHIBIT “A”**

## **Exhibit A**

### **Scope of Work**

This Exhibit A (“Attachment A”) describes the Scope of Work for website hosting services, to be performed by Vision Internet Providers (“Consultant”) for Metro Wastewater Joint Powers Authority (“Metro JPA”).

#### **1) WEBSITE HOSTING**

Comprehensive hosting solutions. Our co-location suite within a secure, state-of-the-art facility.

- Necessary bandwidth for website (over a 100 Mbps digital line)
- Power failure equipment including battery backup
- Redundant generator backup
- VMware Virtualization server with high available setting
- Operating system health monitoring and automatic hardware failover capability
- Centralized storage area network
- Full climate control
- Firewall protection
- 24 hour monitoring
- Security access via ID, biometrics, CCTV and key card
- Microsoft Windows Server 2008R2 or 2012 (based on the CMS version)
- Microsoft SQL Server 2005 standard, 2008R2 Standard or 2012 Standard (based on the CMS version)
- Monthly web usage statistics reports
- Fixed IP address for the website
- Daily onsite backups
- Guaranteed 99.9% uptime

#### **2) VISIONCMS<sup>TM</sup> HARDWARE AND SOFTWARE**

Below are details on the hosting environment for Metro JPA:

Shared Server

- Quad-core or Hex-core processors
- 10 GB~16 GB memory per hosting virtual server
- RAID 50 Configuration
- Windows Server 2012/Microsoft SQL Server 2012

#### **3) WEB ANALYTICS**

Web analytics to analyze website traffic. Site traffic reports in an organized and concise format, all with full-color graphics. Complete reports on website visitor patterns, referring sites, visitor

Metro JPA’s Initials\_\_\_\_\_

Consultant’s Initials\_\_\_\_\_



paths, and demographics. Reports regarding website end-users, what search engines and keywords they use to find the website, the pages they access, documents they download most often, and much more.

Reports of the activity and technical statistics that contain information about the average number of visits, the least and most active days, the length of visits, the total hits, the errors found on the pages, etc.

The reports will be available over the web, and data will be easily exportable to CSV, Excel and PDF.

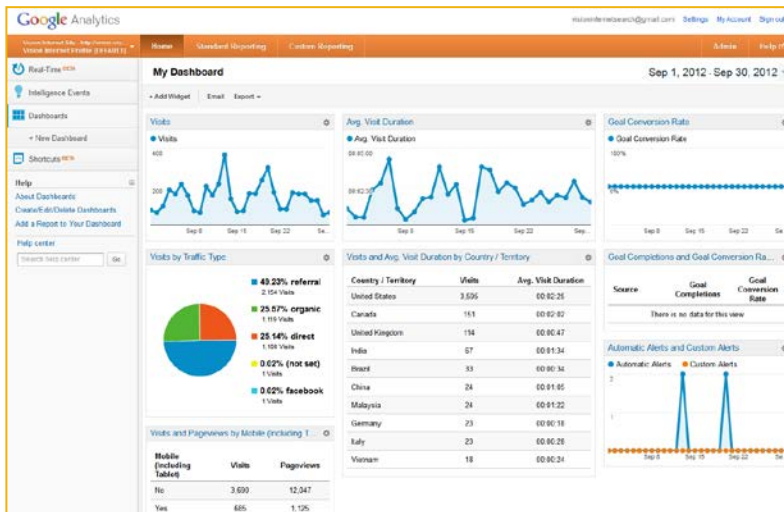


Figure 1: Web analytics provide advanced, interactive reporting.

Metro JPA's Initials\_\_\_\_\_

Consultant's Initials\_\_\_\_\_

**EXHIBIT “B”**

## **Exhibit B**

### **Vision Internet Providers Incorporated Account Terms and Conditions**

METRO WASTEWATER JOINT POWERS AUTHORITY is referred to herein as the "Client".

#### **Service Provisions**

Pursuant to the terms herein, Vision Internet agrees to provide World Wide Web, Web Hosting Services for the Client's Website ("Hosting Services").

Hosting Services are defined as the storage of Client files on a Vision Internet Web server.

Except as provided for in this Agreement, the Client is solely and exclusively responsible for creating, supporting, configuring, altering, maintaining and monitoring any and all materials on the Website.

Any changes, alterations or modification requested by the Client to their Website may be subject to a fee to be quoted by a Vision Internet representative at the time of the request, if not otherwise provided for in this Agreement.

#### **Monthly Hosting**

Vision Internet will provide shared website hosting on a Microsoft Windows Server 2012 and shared database hosting on a Microsoft SQL Server 2012 for one (1) unique Vision Content Management System website developed under a previous agreement.

Additional services including but not limited to website maintenance, custom data updates, application hosting will be billed at Vision Internet's prevailing hourly rates. Additional services not covered in this Agreement and extra hours will be presented to Client for approval prior to commencement of work ("Extra Work"). Extra Work will be billed at Consultant's prevailing hourly rates, as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Maintenance work is considered Extra Work as defined herein.

Websites exceeding 10GB of storage shall be subject to a monthly fee of \$50 per 5GB increment.

#### **Website Usage**

The Client agrees to use the Hosting Services in strict accordance with, but not limited to, all local, state, and federal laws. The Client hereby agrees that any text, data, graphics, or any other material published by the Client on their Website is free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel. The display or publication of pornographic material is strictly prohibited.

The Client warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed at the Client's Website.

The Client expressly authorizes Vision Internet to display those images, data, information or other items, to the extent such usage is consistent with and subject to Client's control and use of Vision Internet's hosting services. All other Vision Internet use of Client's images, data, information or other items will require prior written approval of Client.

If Vision Internet discovers that the Client is displaying content that is in violation of any of the foregoing provisions, Vision Internet reserves the right to terminate this Agreement, provided however that Client will be provided a reasonable opportunity to cure prior to termination..

The Client is assigned a password to gain access to Hosting Services.

The Client agrees to be responsible for keeping the password secure and will immediately notify Vision Internet if the password is lost or stolen.

The Client shall be responsible for all use of Hosting Services accessed through the Client's password, except where access through Client's password was illegally obtained.

The Client's password is not transferable and is subject to any limits established by Vision Internet.

### **Warranties**

Vision Internet does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided under this agreement. **Vision Internet MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER.** In no event, at any time, shall the aggregate liability of Vision Internet exceed the amount of fees paid by Client to Vision Internet and Vision Internet shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

The Client acknowledges that the information available through the interconnecting networks may not be accurate. Vision Internet has no ability or authority over the material. In addition, Vision Internet has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Vision Internet services is at the risk of the Client.

### **The Internet**

The Client acknowledges that, when using the Internet, the Client is using a completely different physical network than the Vision Internet communications network and different content than available on Vision Internet. The reliability, availability and performance of resources accessed through the Internet are beyond Vision Internet's control and are not in any way warranted or supported by Vision Internet. The Client acknowledges that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Vision Internet makes no warranty that any systems accessed will be free of computer viruses, but represents that it will maintain appropriate virus protection for Vision Internet's network.

The Client is responsible for making backup copies of their files. The Client assumes all risk and liability of its use of the Internet.

The Client specifically acknowledges that Vision Internet provides access to other systems not controlled by Vision Internet including, but not limited to, discussion groups, Websites and databases, that may contain pictures and language intended for adult audiences. The Client further understands that Vision Internet is not responsible for any damages that may result from exposure to such material and the Client agrees to hold Vision Internet harmless from any damages that may result.

### **Domain Name and Secure Digital Certificate**

If agreed to under this Agreement, Vision Internet will apply for a custom domain name of the Client's choosing. Vision Internet cannot guarantee the availability of any particular name. Client is responsible for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. Client shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees.

### **Abuse of Services**

Any misuse of Vision Internet resources that disrupts Vision Internet's business is considered abuse and will not be tolerated. Examples of misuse include but are not limited to the display of pornography, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner ("Spam"). Such conduct may result in termination of Hosting Services, provided Client is first given a reasonable opportunity to cure, and Client fails to do so.

The Client agrees not to use any process, program or tool via Vision Internet for gaining unauthorized access to the accounts of other Vision Internet clients, customers or account holders or other Vision Internet systems. The Client agrees not to use Hosting Services to make unauthorized attempts to access the systems and networks of others. Any attempt to do so will result in immediate termination of Hosting Services.

The Client agrees not to use Hosting Services in a manner in which system or network resources are denied to other Vision Internet clients, customers or account holders. This includes, but is not limited, to excessive memory usage and programs that consume excessive CPU resources.

If the Client breaches any term of this Agreement, Vision Internet reserves the right to suspend access to the Client's Website without prior notice and may terminate this Agreement, provided Client is first given a reasonable opportunity to cure, and Client fails to do so.

The Client may not use the Hosting Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. Client files and web pages stored on Vision Internet systems are expressly forbidden from containing, directing or linking to pornographic material. Content of such files will result in immediate suspension. Vision Internet does not allow use of its services as a door or signpost to another server.

### **Other**

The headings in this Agreement are intended solely for convenience and shall be given no effect in the construction or interpretation of this agreement.

The Client agrees that a failure to exercise or delay in exercising any right, power or privilege on the part of Vision Internet will not operate as a waiver or estoppel thereof.

With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement for such person or entity, and (c) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

The parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a party chooses not to seek independent legal counsel, that party does so freely and knowingly and waives any such rights to counsel.

It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties, as the Party that drafted the Agreement.

If any provision of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect.

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement.

# AGENDA ITEM 8

MetroTAC Work Plan

**MetroTAC**  
**2014/15 Work Plan**  
**December 2014 (Revised Per Metro TAC)**

MetroTAC Items	Description	Subcommittee Member(s)
JPA Website Update	5/13: The Metro TAC would like to update the current website as it is outdated. A review of the current website and its limitations will be on the Metro TAC agenda in the next couple months. 9/13: Greg & Karyn have been working with Vision Internet to finalize a scope of work and contract. These will go to the JPA for approval at their October meeting. 1/14: The contract has been negotiated and approved and Vision has started on the framework for the website.	Greg Humora Karyn Keese Lori Peoples
Ebola Protocol for Protection of Wastewater Staff	11/14: Members of Metro TAC discussed their concerns over protecting their wastewater crews from exposure to viruses such as Ebola. A recent panel of AWWA experts came to a conclusion that there are no current guidelines available from the CDC. Ann Sasaki stated that she will find if San Diego has a protocol on this and report back. It was suggested that ADS might have a protocol and should be contacted. SCAP has not released anything as well. 12/14: Tom Howard reported that the CDC has provided guidelines and will provide a copy of it to be included in the December minutes.	Mike Obermiller Tom Howard
SDG&E Rate Plan	SDG&E has submitted a Rate Plan that would not only change some rate structures but will also shorten the off peak hours for users such as utilities. BBK will continue to monitor and update Metro TAC and Commission/JPA members on protest measures.	Paula de Sousa
PUD Industrial Waste Program Update	9/13: A performance audit was performed on the PUD's IWCP. The audit produced two findings and made 8 recommendations. PUD has hired Brown & Caldwell to perform a fee study and assist implementation of an updated program. A subcommittee of the Metro TAC was formed to work with PUD staff and the consultant.	Roberto Yano Ed Walton
Management of Non-Dispersibles in Wastewater	9/13: Eric Minicilli handed out a position paper prepared by the NEWEA.	Eric Minicilli
2013/14 Transportation Rate Update	5/13: PUD staff is proposing slightly revising the methodology and increasing the transportation rate. Subcommittee met with PUD staff on 6/12/13 to review calculations. 9/13: PUD staff is having the rate methodology reviewed by engineering staff. They should be meeting with Metro TAC subcommittee within the next month. 5/14: PUD staff has met with subcommittee and will be presenting the current proposal at May Metro TAC. 5/14: Metro TAC approved 2014 transportation rate w/caveat that PUD staff hires a consultant to review/revise methodology for 2015.	Al Lau Dan Brogadir Karyn Keese
PLWTP Permit Ad Hoc TAC	6/13: Ad Hoc created by JPA at their special June workshop. Goal: Create regional water reuse plan so that both a new, local, diversified water supply is created and maximum offload at Point Loma is achieved to support federal legislation for permanent acceptance of Point Loma as a smaller advanced primary plant. Minimize ultimate Point Loma treatment costs and most effectively spend ratepayer dollars due to successful coordination between water and wastewater agencies. Ad Hoc has been meeting all month and has developed a Concept Paper. Ad Hoc will be giving presentations to PAs City Councils/Board of Directors during July 2013. 9/13: Greg Humora, Leah Browder, and Scott Tulloch have given presentations to most of the governing bodies of the PAs in addition to meeting with environmental groups, San Diego staff and City Council members. A position paper, as well as a presentation, has been prepared. A resolution of support has been adopted by the governing bodies of the PAs. 1/14: The AdHoc outreach group continues to meet with stakeholders and City staff in development of the Program. <i>Milestones are included in each month agenda packet</i>	Greg Humora Leah Browder Mark Watton Scott Tulloch Rick Hopkins Jim Smyth Karyn Keese



MetroTAC Items	Description	Subcommittee Member(s)
IRWMP	Bob Kennedy attended the Regional Advisory Committee (RAC) meeting of April 3, 2013. Minutes from this meeting are attached. 6/5/13: Bob Kennedy attended Meeting #43. Minutes are attached to this work plan. The Final 2013 San Diego IRWM Plan has been completed and is available to download at <a href="http://sdirwmp.org/2013-irwm-plan-update">http://sdirwmp.org/2013-irwm-plan-update</a> . 1/14: Bob Kennedy continues to attend RAC meetings and reports back to Metro TAC. 5/14: Bob Kennedy presented minutes from meeting #49 & #50 to Metro TAC 9/14: Meeting No. 52 minutes included in October 2014 Metro TAC agenda. <b>12/14: Meeting No. 53 minutes included in December Metro TAC agenda.</b>	Bob Kennedy Greg Humora
Fiscal Items	The Finance committee will continue to monitor and report on the financial issues affecting the Metro System and the charges to the PAs. The debt finance and reserve coverage issues have been resolved. Refunds totaling \$12.3 million were sent to most of the PA's. 10/26/11: 2010 will be the first year where the PAs will be credited with interest on the debt service reserve and operational fund balances. Interest will be applied as an income credit to Exhibit E when that audit is complete.	Greg Humora Karen Jassoy Karyn Keese
Recycled Water Revenue Issue	Per our Regional wastewater Agreement revenues from SBWTP are to be shared with PA's. 4/11: City has agreed to pay out revenue to Wastewater Section and PA's credit will be on the Exhibit E adjustments at year end Open issues: Capacity reservation lease payments and North City Optimized System Debt service status. 12/11: Letter sent to San Diego regarding outstanding recycled water revenue issues. 1/14: Karyn Keese continues to meet with City staff to determine the basis of the water department's administrative charges. 4/13: Need Metro TAC member for subcommittee	Karyn Keese
Water Reduction - Impacts on Sewer Rates	The MetroTAC wants to evaluate the possible impact to sewer rates and options as water use goes down and consequently the sewer flows go down, reducing sewer revenues. Sewer strengths are also increasing because of less water to dilute the waste. We are currently monitoring the effects of this. 2/2011: wastewater revenues are declining due to conservation and flow reductions and agencies are re-prioritizing projects to be able to cover annual operations costs	Eric Minicilli Bob Kennedy Karyn Keese
"No Drugs Down the Drain"	The state has initiated a program to reduce pharmaceuticals entering the wastewater flows. There have been a number of collection events within the region. The MetroTAC, working in association with the Southern California Alliance of Publicly-owned Treatment Works (SCAP), will continue to monitor proposed legislation and develop educational tools to be used to further reduce the amount of drugs disposed of into the sanitary sewer system. 8/2010: County Sheriff and Chula Vista have set up locations for people to drop off unwanted medications and drugs. 4/11: Local law enforcement has taken a proactive role and is sponsoring drug take back events. 3/11: TAC to prepare a position for the board to adopt; look for a regional solution; watch requirements to test/control drugs in wastewater. 10/26/11: A prescription drug take back day is scheduled for 10/29/11. Go to <a href="http://www.dea.gov">www.dea.gov</a> to find your nearest location. 4/12: East County to host a prescription drug take back 4/28/12. 4/27/13 is scheduled to be a county wide take back day. Locations can be found on the DEA website. 5/14: There was a county-wide drug take-back program on 4/26/14. All sheriffs' offices in San Diego County now take-back drugs on a daily basis. 9/14: Measures are being taken through the Attorney General's office to require Drug Stores to take back unused drugs on a national level.	Greg Humora
Strength Based Billing Evaluation	3/20/13: Brown and Caldwell presented their draft results to Metro TAC. This has been added as a standing item to the Metro TAC agenda for discussions on the recommendations. 9/13: This item is complete. 1/14: City staff provided Metro TAC with draft adjustments back to 2004 based on B&C's review of the North City Plants flows. 2/14: The City provided the Finance Committee with draft adjustments back to 1998.	Karyn Keese

MetroTAC Items	Description	Subcommittee Member(s)
Grease Recycling	To reduce fats, oils, and grease (FOG) in the sewer systems, more and more restaurants are being required to collect and dispose of cooking grease. Companies exist that will collect the grease and turn it into energy. MetroTAC is exploring if a regional facility offers cost savings for the PAs. The PAs are also sharing information amongst each other for use in our individual programs. 3/11: get update on local progress and status of grease rendering plant near Coronado bridge	Eric Minicilli
Padre Dam Mass Balance Correction	11/11: Padre Dam has been overcharged for their sewage strengths since 1998. Staff from City of San Diego presented a draft spreadsheet entitled Master Summary Reconciliations Padre Dam Mass Balance Corrections Calculation. Rita Bell and Karyn Keese were elected to review the documentation and report back to Metro TAC. 2/12: Audit complete. Item added as Standing to Metro TAC agenda.4/12: This issue is scheduled as a standing item and discussed at each Metro TAC meeting until it is resolved. Currently Metro TAC is focusing on the statute of limitations. 2/13: The PAs have received a joint letter from Padre Dam/City of San Diego. The PA's attorneys group continues to meet on this issue. 3/13: The attorney's group has requested an extension to 4/23/13 to respond to San Diego's letter. 5/13: The attorney's group has submitted a letter to Padre Dam and San Diego. 1/14: City of San Diego has submitted an offer to the attorney's group. The attorney's group met in January to discuss. 2/14: Edgar Patino has prepared a spreadsheet of all open financial issues. Karyn Keese is currently reviewing it. The spreadsheet has been given to the attorney's group. 5/14: Metro TAC will meet with the PA attorney group at the May meeting. 9/14: PA Attorney group has submitted a letter to San Diego and Padre Dam outlining a proposed settlement.	Rita Bell Karyn Keese
Waiver and Recycled Water Study Implementation	11/12: Metro TAC requested a timeline from City staff including milestones for the waiver process. The waiver is due no later than 7/30/15. However, the application needs to be submitted six months prior to the July date (2/1/15). Preparation of the waiver will begin in the early part of FYE 2014. 2/13: City staff has met to start coordination of the waiver process. Staff in attendance included Roger Bailey, Marsi Steirer, Guann Hwang, Steve Meyers, and Allan Langworthy. 5/13: Scott Tulloch has briefed Metro TAC and the Metro Commission/JPA on the waiver's history and secondary equivalency. A JPA workshop to be held in June to further discuss. Scott Tulloch is preparing a briefing paper for the Commission's use.6/13: JPA workshop held and PLWTP Steering Committee and Ad Hoc TAC were appointed.	Greg Humora Leah Browder Scott Tulloch Karyn Keese
City of San Diego Recycled Water Pricing Study	San Diego is working on a rate study for pricing recycled water from the South Bay plant and the North City plant. Metro TAC, in addition to individual PAs, has been engaged in this process and has provided comments on drafts San Diego has produced. We are currently waiting for San Diego to promulgate a new draft which addresses the changes we have requested. 10/26/11: draft study still not issued. 5/13: Recycled Water Study to be on July 2013 Metro TAC agenda per PUD staff.6/24/13: Recycled Water Pricing Study goes to IROC. 7/10/13: Recycled Water Study goes to NR&C 9/13: PUD has hired Black & Veatch to review the study	Karyn Keese Rita Bell
Pure Water Program Cost Allocation	A small working group was formed to discuss options to allocate PLWTP offset project costs among the water and wastewater rate payers; Concepts will be discussed at TAC and JPA Board in near future.7/12: Subcommittee to meet with PUD staff & consultants to review TM 8 and economic model.8/12: Subcommittee has meet with City staff and consultants. Economic model has been received. City will not pursue cost allocations until Demonstration Project is complete due to staffing constraints. 6/13: Ad Hoc TAC has started work on cost allocation concept. 5/14: Cost allocation workgroup will meet in May. 6/14: Cost allocation group has met twice.7/14: <i>Cost allocation group continues to meet on a every two week basis.</i>	Greg Humora Leah Browder Scott Tulloch Rick Hopkins Roberto Yano Kristen Crane Al Lau Bob Kennedy Karyn Keese

MetroTAC Items	Description	Subcommittee Member(s)
<b>Board Members' Items</b>		
Rate Case Items	1/12: San Diego is in the process of hiring a consultant to update their rate case. As part of that process, Metro TAC and the Finance Committee will be monitoring the City's proposals as they move forward. 6/12: San Diego hired Black & Veatch as their rate consultant. 2/13: Preliminary results were reported at the IROC Meeting of 2/19/13. Karyn Keese will be working with the IROC Finance Committee to review details. 3/13: Karyn Keese attended a joint workshop with IROC to review the draft revenue requirement for the Rate Case. 4/13: Next meeting with IROC on the rate case is 5/20/13. 5/13: Next special meeting with IROC is June 24, 2013. 6/13: San Diego is only moving forward with Water Rate Case due to needed rate increase. Wastewater does not appear to need a rate adjustment for two years.	Karyn Keese
Exhibit E	Metro TAC and the Finance Committee are active and will monitor this process. Individual items related to Schedule E will come directly to the Board as they develop. 2/13: 2010 and 2011 audits are ongoing. 3/13: The 2010 audit is complete and has been presented to Metro TAC & the Finance Committee. Will move forward to Commission at 6/13 meeting. 2011 field work is complete. 2012 sample selected. 9/13: 2012 preliminary fieldwork is complete. Waiting for PUD's answers to questions. 5/14: Fieldwork for all audits is complete (including 2013). True-ups have not been completed since 2008 due to the Padre Dam and North City billing issues.	Karen Jassoy Karyn Keese
Future bonding	Metro TAC and the Finance Committee are active and will monitor this process. Individual items related to bonding efforts will come directly to the Board as they develop. 10/26/11: San Diego is issuing an RFP for a cost of service study to support a future bond issue potentially in mid-2013. Kristin Crane to sit on the selection panel. 2/13: San Diego's preliminary rate case does not show the issuance of additional debt until FY 2018.	Karen Jassoy Karyn Keese Kristen Crane
Changes in water legislation	Metro TAC and the Board should monitor and report on proposed and new legislation or changes in existing legislation that impact wastewater conveyance, treatment, and disposal, including recycled water issues	Paula de Sousa
Border Region	Impacts of sewer treatment and disposal along the international border should be monitored and reported to the Board. These issues would directly affect the South Bay plants on both sides of the border. 2/12: This Item does not have a champion. Should we remove?	<i>Who should take over?</i>
SDG&E Rate Case	5/14: BBK prepared a draft letter for all PAs to send regarding SDG&E's latest proposal to the PUC regarding the change in off-peak hours. BBK will continue to monitor.	Paula de Sousa
Metro JPA Strategic Plan	6/12: Chairman Ewin to establish a subcommittee to monitor the progress of strategic plan initiatives.	<i>Who should take over?</i>

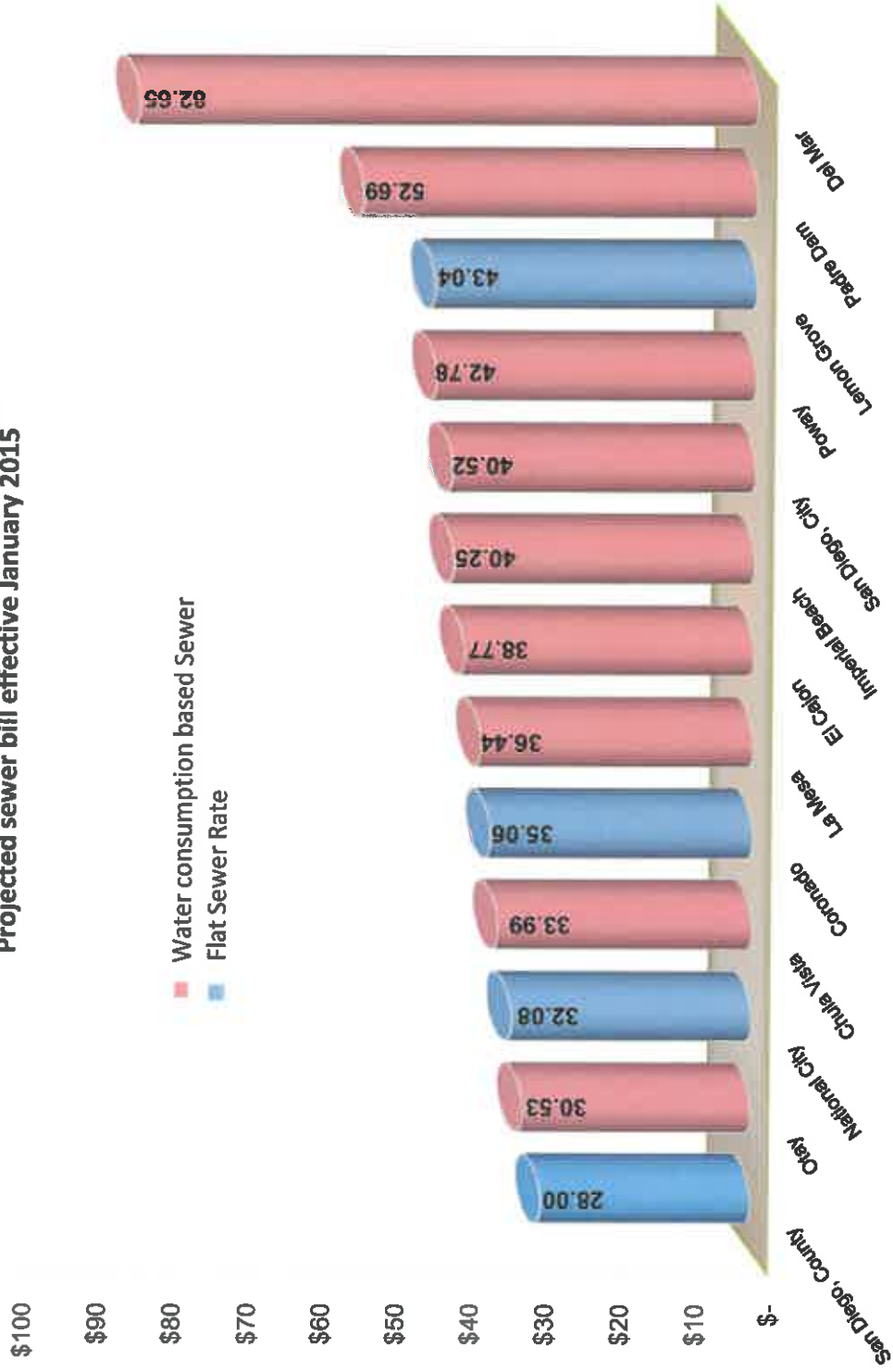
Completed Items	Description	Subcommittee Member(s)
City of San Diego Revised Procurement Process	8/12: San Diego City Engineer James Nagelvoort reported on recent changes to San Diego's procurement process to move projects through more quickly. Technically any CIP projects under \$30 million may no longer need to be reviewed by the Metro TAC or JPA prior to City Council approval. Chairman Humora requested San Diego prepare a summary of the recent changes and the decision points for consideration of the TAC at the September meeting. 10/4: Metro Commission requests further review by TAC to recommend an appropriate level for CIP's to be brought forth to the Commission. 11/12: MetroTAC recommended leaving the thresholds as they are today and therefore everything will go through TAC and then to the JPA for formal action. The policy will be placed on the JPA website. The Metro Commission approved the policy at their November 2012 meeting. San Diego's CIP will become a standing item on the Metro TAC agenda.	Metro TAC
State WDRs & WDR Communications Plan	The Waste Discharge Requirements (WDRs), a statewide requirement that became effective on May 2, 2006, requires all owners of a sewer collection system to prepare a Sewer System Management Plan (SSMP). Agencies' plans have been created. We will continue to work to meet state requirements, taking the opportunity to work together to create efficiencies in producing public outreach literature and implementing public programs. <b>Project complete: 5/10.</b> 2/12: State has proposed new WDR regulations. Metro TAC will not reopen but Dennis Davies will stay on top of the issue.	Dennis Davies
Ocean Maps from Scripps	Schedule a presentation on the Sea Level Rise research by either Dr. Emily Young, San Diego Foundation, or Karen Goodrich, Tijuana River National Estuarine Research Reserve <b>Project complete: 5/10</b>	Board Member Item
Secondary Waiver	The City of San Diego received approval from the Coastal Commission and now the Waiver is being processed by the EPA. The new 5 year waiver to operate the Point Loma Wastewater Treatment Plant at advanced primary went into effect August 1, 2010. <b>Project complete 7/10</b>	Scott Huth
Lateral Issues	Sewer laterals are owned by the property owners they serve, yet laterals often allow infiltration and roots to the main lines causing maintenance issues. As this is a common problem among PAs, the MetroTAC will gather statistics from national studies and develop solutions. 4/11: There has been no change to the issue. We will continue to track this item through SCAP and report back when the issue is active again. <b>Efforts closed 3/11</b>	Tom Howard Joe Smith
Advanced Water Purification Demonstration Project	San Diego engaged CDM to design/build/operate the project for the water repurification pilot program. 2/8/11: Equipment arrived 3/2011; tours will be held when operational (June/July 2011 timeframe). 2/12: Tours are available. San Diego whitepaper on IPR distributed to Metro TAC members. <b>Closed 4/18/12</b>	Al Lau
SDG&E Rate Case	SDG&E has filed Phase 2 of its General Rate Case, which proposes a new "Network Use Charge" which would charge net-energy metered customers for feeding renewable energy into the grid as well as using energy from the grid. The proposal will have a significant impact on entities with existing solar facilities, in some cases, increases their electricity costs by over 400%. Ultimately, the Network Use Charge will mean that renewable energy projects will no longer be as cost effective. SDG&E's proposal will damage the growth of renewable energy in San Diego County. A coalition of public agencies has formed to protest this rate proposal. 2/12: PUC has not accepted SDG&E's filing. Metro TAC move to close this item. Will continue to monitor this. 8/19: Karyn to check with Paula regarding latest SDG&E issues.	Paula de Sousa



Completed Items	Description	Subcommittee Member(s)
Metro JPA Strategic Plan	2/2011: committee to meet 2/28/11 to plan for retreat to be held on 5/5/11. Retreat held and wrap up presented to the Commission at their June Meeting. JPA strategic planning committee to meet to update JPA Strategic Plan and prepare action items. 1/12: Draft strategic plan reviewed by Board and referred to Metro TAC for input. MetroTAC has created a subcommittee to work on this project. 2/12: Metro TAC has completed their final review. Forwarded to Commission. 4/12: Adopted at April 2012 Metro JPA Meeting. Project complete.	Augie Caires Ernie Ewin
Recycled Water Study	As part of the secondary waiver process, San Diego agreed to perform a recycled water study within the Metro service area. That study is currently underway, and MetroTAC has representatives participating in the working groups. TM #8 Costs estimates are out and PAs provided comments on TM#8 and have asked for a technical briefing. 10/16/11: Final draft of report is due out in November 2011. 1/12: Final draft of report is due in March 2012. 3/12: Final draft available for comments until 3/19/12. 4/12: PUD staff to give presentation to Metro JPA at their May meeting. 5/12 PUD staff presented the Recycled Water Study to the Metro JPA at their May meeting. Metro JPA approved the Study as a planning document. Study to move forward to SD City Council in July 2012 with letter of support from JPA. 7/12: City of San Diego approved the Recycled Water Study; Study submitted on time to Coastal Commission. Final report uploaded to JPA website. 11/12: San Diego received a letter from the Coastal Commission. Metro Commission consensus was that based on the tone of the Coastal Commission letter the region may be seeing some time line changes relative to San Diego's projections on the implementation of IPR and that the MetroTAC needs to manage all aspects including the Coastal Commission and multiple issues such as desalination water, Coastal Commissions attitude at this point and pending IPR programs we have heard about.	Scott Huth Al Lau Scott Tulloch Karyn Keese
IRWMP	4/12: Metro TAC received a presentation from Cathy Pieroni (City of San Diego) on the Integrated Regional Water Management Program (IRWMP). Group is still relatively informal but plans to become more structured during its upcoming 2 year plan update. There is a governance & finance work group that starts in the 3rd quarter of 2012 and at that point the JPA role will be examined. Padre Dam and Chula Vista are regular participants. 9/19: Cathy Pieroni gave an update. Recommendation by IRWM to the RAC to include a seat for the Metro JPA. Bob Kennedy will attend the October 3, 2012 meeting representing the JPA. 11/12: At their November 2012 meeting the Metro Commission unanimously appointed Bob Kennedy of Otay Water District as primary and Metro TAC Chairman Greg Humora as alternate to the IRWMP RAC. 2/13: On February 6, 2013 Bob Kennedy attended the IRWMP meeting. Metro JPA has been added as a permanent member of the Water Quality subcommittee of the RAC. The City of San Diego presented an overview of the Recycled Water Study. Next meeting scheduled for April 3, 2013. Closed 4/12 as the Metro JPA has become a member.	Bob Kennedy Greg Humora
Role of Metro JPA regarding Recycled Water	As plans for water reuse unfold and projects are identified, Metro JPA's role must be defined with respect to water reuse and impacts to the various regional sewer treatment and conveyance facilities. 2/12: Scott Huth removed as member due to new position. JPA/Metro TAC needs to appoint a new representative. 4/13: Scott Tulloch added to this subcommittee. Metro TAC member needed. 5/13: Greg Humora added to this work group. 6/13: This group was formalized by the JPA as the PLWTP Ad Hoc Technical Advisory Committee.	Greg Humora Karyn Keese Scott Tulloch

Completed Items	Description	Subcommittee Member(s)
San Diego Wastewater 50th Anniversary Celebration	5/13: Cheryl Lester presented the draft plan for the Anniversary celebration. She requested Metro Commission/JPA participation. Commission Parks will represent the Commission/JPA. 9/13: The celebration was a big success and was well attended.	Sherryl Parks
SDG&E Rate Case	8/19: Karyn to check with Paula regarding latest SDG&E issues. 11/12: Sophie Akins from BBK will present updated information to Metro TAC.	Paula de Sousa
Salt Creek Diversion	9/2010: OWD, Chula Vista and San Diego met to discuss options and who will pay for project; Chula Vista and OWD are reviewing options. 2/2011: OWD and PBS&J reviewed calculations with PUD staff; San Diego to provide backup data for TAC to review. This option is also covered in the Recycle Water Study. 10/26/11: Back-up information has still not been received from staff. 8/12: San Diego to conduct business case evaluation and add to Capital Improvement Program as recommend by Metro Commission to San Diego City Council on July 17, 2012 in support of the Recycled Water Study. 5/14: PUD staff has prepared and presented a Business Case. This has been discussed at the March, April, & May Metro TAC meetings. 5/14: Metro TAC agreed with PUD staff recommendation that this project should not be pursued at this time. Otay abstained from the vote.	Roberto Yano Bob Kennedy Karyn Keese Rita Bell

# **Sewer Rate Comparison in San Diego County** **7 Unit Water Use and 3/4" Residential Meter** **Projected sewer bill effective January 2015**



# Metro TAC

## Participating Agencies

### Selection Panel Rotation

Agency	Representative	Selection Panel	Date Assigned
Padre Dam	Neal Brown	IRWMP – Props 50 & 84 Funds	2006
El Cajon	Dennis Davies	Old Rose Canyon Trunk Sewer Relocation	9/12/2007
La Mesa	Greg Humora	As-Needed Piping and Mechanical	11/2007
National City	Joe Smith	MBC Additional Storage Silos	02/2008
Otay Water District	Rod Posada	As-Needed Biological Services 2009-2011	02/2008
Poway	Tom Howard	Feasibility Study for Bond Offerings	02/2008
County of San Diego	Dan Brogadir	Strategic Business Plan Updates	02/2008
Coronado	Scott Huth	Strategic Business Plan Updates	09/2008
Coronado	Scott Huth	As-needed Financial, HR, Training	09/2008
PBS&J	Karyn Keese	As-needed Financial, Alternate HR, Training	09/2008
Otay Water District	Rod Posada	Interviews for Bulkhead Project at the PLWTP	01/2009
Del Mar	David Scherer	Biosolids Project	2009
Padre Dam	Neal Brown	Regional Advisory Committee	09/2009
County of San Diego	Dan Brogadir	Large Dia. Pipeline Inspection/Assessment	10/2009
Chula Vista	Roberto Yano	Sewer Flow Monitoring Renewal Contract	12/2009
La Mesa	Greg Humora	Sewer Flow Monitoring Renewal Contract	12/2009
Poway	Tom Howard	Fire Alarm Panels Contract	12/2009
El Cajon	Dennis Davies	MBC Water System Improvements D/B	01/2010
Lemon Grove	Patrick Lund	RFP for Inventory Training	07/2010
National City	Joe Smith	Design/Build water replacement project	11/2010
Coronado	Scott Huth	Wastewater Plan update	01/2010
Otay Water District	Bob Kennedy	RFP Design of MBC Odor Control Upgrade/Wastewater Plan Update	02/2011
Del Mar	Eric Minicilli	Declined PS 2 Project	05/2011
Padre Dam	Al Lau	PS 2 Project	05/2011
County of San Diego	Dan Brogadir	RFP for As-Needed Biological Services Co.	05/2011
Chula Vista	Roberto Yano	North City Cogeneration Facility Expansion	07/2011
La Mesa	Greg Humora	confined space RFP selection panel	10/2011
Poway	Tom Howard	COSS's for both Water and WW	10/2011
El Cajon	Dennis Davies	Independent Accountant Financial Review & Analysis – All Funds	01/2012

Updated 1/19/2015

EXP



Lemon Grove	Mike James	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
National City	Joe Smith	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
Coronado	Godby, Kim	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
Otay Water District	Bob Kennedy	MBC Dewatering Centrifuges Replacement (Accepted)/Strategic Planning Rep	01/2012
Del Mar	Eric Minicilli	New As Need Engineering Contract	02/2012
Padre Dam	Al Lau	PA Rep. for RFQ for As Needed Design Build Services (Passed)	05/2012
County of San Diego	Dan Brogadir	PA Rep. for RFQ for As Needed Design Build Services (Cancelled project)	05/2012
Chula Vista	Roberto Yano	As-Needed Condition Assessment Contract (Accepted)	06/2012
La Mesa	Greg Humora	New programmatic wastewater facilities condition (Awaiting Response)	11/2012
Poway	Tom Howard	Optimization Review Study	01/2013
El Cajon	Dennis Davies	PUD 2015 Annual Strategic Plan	1/15/14
Lemon Grove	Mike James		
National City	Kuna Muthusamy	As-Needed Engineering Services	7/25/14
Coronado	Ed Walton		
Otay Water District	Bob Kennedy	Strategic Planning (Volunteered, participated last year)	01/2014
Del Mar	Eric Minicilli		
Padre Dam	Al Lau	Pure Water Program Manager Services	9/1/14
County of San Diego	Dan Brogadir		
Chula Vista	Roberto Yano		
La Mesa	Greg Humora		
Poway	Tom Howard		
El Cajon	Dennis Davies		
Lemon Grove	Mike James		
National City	Kuna Muthusamy		
Coronado	Ed Walton		
Otay Water District	Bob Kennedy		