



**Regular Meeting of the
Metro Wastewater JPA/Metro Commission**

AGENDA

Thursday, May 4, 2023 - 12:00 p.m.

9192 Topaz Way (PUD MOC II) Auditorium, San Diego, CA

IN PERSON MEETING ONLY

"The Metro JPA's mission is to create an equitable partnership with the San Diego City Council and Mayor on regional wastewater issues. Through stakeholder collaboration, open dialogue, and data analysis, the partnership seeks to ensure fair rates for participating agencies, concern for the environment, and regionally balanced decisions."

NOTE: ANY MEMBER OF THE PUBLIC MAY ADDRESS THE METRO WASTEWATER JPA/COMMISSION ON ANY AGENDA ITEM. PLEASE COMPLETE A SPEAKER SLIP AND SUBMIT IT TO THE BOARD SECRETARY PRIOR TO THE START OF THE MEETING, IF POSSIBLE, OR IN ADVANCE OF THE SPECIFIC ITEM BEING CALLED. COMMENTS ARE LIMITED TO THREE (3) MINUTES PER INDIVIDUAL

**Documentation
Included**

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **PUBLIC COMMENT:**
Persons speaking during Public Comment may address the Metro Wastewater JPA/Metro Commission on any subject matter within the jurisdiction of the Metro Wastewater JPA/Metro Commission that is not listed as an agenda item. Comments are limited to three (3) minutes.
4. **ACTION:** APPROVAL OF AGENDA (Chair Jones)
- X 5. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF **April 6, 2023** (**Attachment**)
- X 6. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE AWARD OF A CONSTRUCTION CONTRACT WITH J.R. FILANC CONSTRUCTION COMPANY, INC. FOR PW PHASE 2 – CENTRAL AREA SMALL SCALE FACILITY (Andera Demich (**Attachment**))

X

7. FINANCE COMMITTEE FY 2023 ITEMS:

ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE METRO JPA/COMMISSION FY 2023 BUDGET ADJUSTMENTS AND CORRESPONDING CONTRACT AMENDMENTS (Finance Committee Chairman Bill Baber)

All items below may be discussed by the JPA together or separately. Action may be taken on all items as part of one motion or as separate individual actions in the order listed below.

- a. BUDGET INCREASE OF \$58,400 FOR ENGINEERING SERVICES; AND CORRESPONDING AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY AND DEXTER WILSON ENGINEERING (Adriana Ochoa/Karyn Keze) (**Attachment**)
- b. BUDGET INCREASE OF \$50,000 FOR TECHNICAL, FINANCIAL, AND ADMINISTRATIVE COORDINATION SERVICES; AND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY AND THE KEZE GROUP, LLC. (Chair Jones/ Beth Gentry/Adriana Ochoa) (**Attachment**)
- c. BUDGET INCREASE OF \$10,000 FOR ENGINEERING TECHNICAL SUPPORT; AND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY AND NV5, INC. (Adriana Ochoa/Karyn Keze) (**Attachment**)

X

8. FINANCE COMMITTEE FY 2024 ITEMS:

ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE METRO JPA/COMMISSION BUDGET/CONTRACT ITEMS RELATING TO FY 2024 (Finance Committee Chairman Bill Baber)

All items below may be discussed by the JPA together or separately. Action may be taken on all items as part of one motion or as separate individual actions in the order listed below.

- a. PROFESSIONAL SERVICES AGREEMENT WITH PAUL REDVERS BROWN, INC. FOR FACILITATOR SERVICES FOR FY 2024 (Adriana Ochoa/Karyn Keze) (**Attachment**)
- b. REIMBURSEMENT AGREEMENT WITH THE CITY OF SAN DIEGO FOR FACILITATOR SERVICES WITH PAUL REDVERS BROWN, INC. FOR FY 2024 (Adriana Ochoa/Karyn Keze) (**Attachment**)

**Documentation
Included**

- c. CONSIDERATION AND POSSIBLE ACTION TO RECOMMEND TO THE METRO WASTEWATER JOINT POWERS AUTHORITY (JPA) APPROVAL OF THE FY 2024 METRO WASTEWATER JPA BUDGET (Lee Ann Jones-Santos/Karyn Keze/Adriana Ochoa) (**Attachment**)
9. **UPDATE:** METRO WASTEWATER (Standing Item) (Tom Rosales)
 - a. April 2020 Spill
 - b. January 2023 Spill
10. **UPDATE:** METRO CAPITAL IMPROVEMENT PROGRAM AND FUNDING SOURCES (Tung Phung) (Quarterly)
11. **UPDATE:** PURE WATER PROGRAM (Standing Item) (Amy Dorman)
 - a. General Update
12. **UPDATE:** Financial (Karyn Keze)
 - a. Quarterly Website Update
13. **REPORT:** IROC (Chair Jones)
14. **REPORT:** FINANCE COMMITTEE (Finance Committee Chair Bill Baber)
15. **REPORT:** GENERAL COUNSEL (Adriana Ochoa)
16. PROPOSED AGENDA ITEMS FOR THE NEXT METRO JPA/COMMISSION MEETING **June 1, 2023**
17. METRO COMMISSIONERS AND JPA DIRECTORS COMMENTS
18. ADJOURNMENT

NOTE: The Metro Wastewater JPA and/or Commission may take action on any item listed in this Agenda whether or not it is listed "For Action."

Materials provided to the Metro Wastewater JPA/Metro Commission related to any open-session item on this agenda are available for public review at our website: <https://www.metrojpa.org>

In compliance with the AMERICANS WITH DISABILITIES ACT

Persons with disabilities that require modifications or accommodations, please *contact General Counsel Adriana Ochoa at adriana.ochoa@procopio.com* by no later than two hours prior to the meeting to request reasonable modifications or accommodations consistent with the Americans with Disabilities Act and Metro Commission/Metro Wastewater JPA shall promptly work with you to resolve the matter in favor of accessibility.

Metro JPA 2023 Meeting Schedule

January 5, 2023	February 2, 2023	March 2, 2023
April 6, 2023	May 4, 2023	June 1, 2023
July 6, 2023	August 3, 2023	September 7, 2023
October 5, 2023	November 2, 2023	December 7, 2023

ATTACHMENT 5

ACTION MINUTES OF APRIL 6, 2023



**Minutes of the Regular Meeting
of the Metro Wastewater JPA
and Metro Commission**

**PHYSICAL MEETING LOCATION:
9192 Topaz Way (PUD MOC II) Auditorium, San Diego, CA**

3:00 Time Certain Travel to Tour at:

**North City Pure Water Facility
4949 Eastgate Mall, San Diego, CA**

April 6, 2023

Minutes

Chairman Jones called the meeting to order at 12:02 p.m. A quorum of the Metro JP/Commission was declared, and the following representatives were present:

1. ROLL CALL

<u>Agencies</u>	<u>Representatives</u>	<u>Alternate</u>
City of Chula Vista	Jose Preciado	
City of Coronado	John Duncan	
City of Del Mar	Dwight Worden	Joe Bride
City of El Cajon	Gary Kendrick	
City of Imperial Beach	Mitch McKay (absent)	Jack Fisher
City of La Mesa	Bill Baber	Jack Shu
Lemon Grove San District	Jerry Jones	
City of National City	Ditas Yamane	
City of Poway	Peter De Hoff	
County of San Diego	Joel Anderson	
Otay Water District	Mark Robak (Absent)	
Padre Dam MWD	Karen Jassoy	
Metro TAC Chair	Beth Gentry	

Others present: Metro JPA General Counsel Adriana Ochoa - Procopio; Metro JPA/Commission Board Secretary Lori Anne Peoples; Beth Gentry – City of Chula Vista, MetroTAC Chair; None – City of Coronado; Yazmin Arellano, MetroTAC Vice Chair - City of El Cajon; None – City of Imperial Beach; Joe Kuhn – City of La Mesa; None – Lemon Grove Sanitation District; Carmen Kasner – City of National City; Bob Kennedy – Otay Water District; None – Padre Dam Municipal Water District; Alisa Nichols, Troy DePriest – City of Poway; City of San Diego Staff and Consultants: Tom Rosales. Amy D; None – County of San Diego; Metro JPA Staff: Scott Tulloch – NV5; Karyn Keze – The Keze Group, LLC.; Dexter Wilson - Dexter Wilson Engineering

Others present: None

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice Chair Bill Baber, led the pledge

3. PUBLIC COMMENT

None

4. ACTION: APPROVAL OF AGENDA

ACTION: Motion by Director Preciado, seconded by Director Anderson to approve the agenda as submitted. Motion carried as follows:

AYES: Preciado, Duncan, Worden, Kendrick, McKay, Baber, Jones, Yamane, Jassoy, De Hoff, Anderson

NAYS: None

ABSTAIN: None

ABSENT: Robak

5. ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF March 2, 2023

ACTION: Motion by Director Anderson, seconded by Vice Chair Baber, that the minutes be approved. Motion carried as follows:

AYES: Preciado, Duncan, Worden, Kendrick, McKay, Baber, Jones, Yamane, Jassoy, De Hoff, Anderson

NAYS: None

ABSTAIN: None

ABSENT: Robak

6. ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE METRO JPA/COMMISSION TREASURER'S REPORT ENDING FEBRUARY 28, 2023

Karyn Keze provided a brief verbal of the Treasurer's Report included in the agenda. She noted that the budget reflected 8 months and not the entire year and therefore the actuals are compared to the 8 months.

ACTION: Motion by Vice Chair Baber, seconded by Director De Hoff, that the Treasurer's Report be approved. Motion carried as follows:

AYES: Preciado, Duncan, Worden, Kendrick, McKay, Baber, Jones, Yamane, Jassoy, De Hoff, Anderson

NAYS: None

ABSTAIN: None

ABSENT: Robak

7. UPDATE: METRO SPILLS (APRIL 2020 & JANUARY 2023)

Tom Rosales, City of San Diego stated that the agreement for the April 2020 spill with the Regional Board is scheduled to go forward to the Regional Board for a hearing in June. The San Diego City Council approved the settlement agreement in February. Regarding the January 2023 spill they are working with Kleinfelder Engineering to make a report which is due to the Regional Board the end of April. Chair Jones requested JPA staff have access to the reports to which Tom Rosales concurred he would provide.

12:32 p.m. the Metro JPA Directors entered Closed Session

**8. CLOSED SESSION: SIGNIFICANT EXPOSURE TO LITIGATION
(Govt. Code 54956.9(d)(2))
Two Potential Matters**

1:23 p.m. the Metro JPA Directors returned

1:24 p.m. Director Worden left the meeting

General Counsel Ochoa stated there was no report out.

TRANSITION TO WORKSHOP

9. START OF PT. LOMA WASTEWATER TREATMENT PLANT OVERVIEW

**A. HISTORY OF NORTH CITY AND SOUTH BAY WATER RECLAMATION
PLANTS AND THE TRANSITION FROM RECLAMATION TO PURE
WATER**

i. Introduction/Background (Scott Tulloch) (Attachment Ai)

Scott Tulloch provided an overview of his PowerPoint presentation provided in the agenda package. He briefly covered the recycled water plants and the recycled water production anticipated for each along with the chronology of events influencing the City of San Diego's reclamation program.

ii. North City and South Bay Reclamation Plants (Dexter Wilson) (Attachment Aii)

Dexter Wilson provided an overview of his PowerPoint presentation included in the agenda package which included maps locating the North City Water Reclamation Plant and Pure Water Facility; aerial photo of the North City Water Reclamation Plant (53 mgd) and the North City Pure Water Facility (32 mgd); map locating the North City Water Reclamation Plant and Pure Water Facility as well as the South Bay Water Reclamation Plant; an aerial photo of the South Bay Water Reclamation Plant.

**iii. Overview: Recycled Water Revenue (Karyn Keze) (Attachment Aiii
provided to members and posted to website 4/5 and attached as Exhibit A herein)**

Karyn Keze provided an overview of her PowerPoint presentation on the recycled water sales revenue that is attributable to the PAs and the distinctions between the North City and South Bay plants.

B. Phase 2 Metro Pure Water Program Facilities

Dexter Wilson provided a brief verbal overview of his PowerPoint presentation included in the agenda package which include a map of the Central Area Water Reclamation Plant location; aerial photo of the Central Area WRP (CAWRP) Harbor Drive Alternatives 1A-1B noting the capacity 69/53 mgd; will produce 53/41.5 mgd of Pure Water; a map with the locations of the Central Area Water Reclamation Plant and the Central Area Pure Water Facility; aerial photo of the Central Area Pure Water Facility Alternative 1 –

Mission Valley Site plan; and a map showing locations and existing infrastructure and Highway/Interstate locations.

C. Pure Water Program Video

Tom Rosales noted that the video was not present for viewing, however links to the video were available on the City of San Diego website would be provided to the Directors.

2:29 p.m. Director Anderson left the meeting.

Di. SECOND AMENDED RESTATED AGREEMENT

i. Why is it needed

a. Status

b. Alternative Billing Methodology

Dexter Wilson provided a brief verbal overview of the PowerPoint presentation included in the agenda package on the Second Amended and Restated Agreement. He covered why the second amendment was needed and the major items being addressed in it, which included items remaining from the first ARA along with a major new item, being the reorganization of the document to make it easier to read and understand. He provided the status update that all initial negotiations on all items have been completed and the draft language is currently being prepared and should be available in the next several months.

Dexter Wilson and Karyn Keze then explained the Alternate Billing System noting that fixed costs are being added based on ownership rights for capital costs and a portion of O&M. Currently capital costs are billed based on flow and strength. In addition new billing categories for brine and peak flow will be added to accommodate the changes to the Metro System by the Pure Water Program.

ii. Repurified Water Revenues

Karyn Keze provided a brief overview of her PowerPoint presentation included in the agenda package. She explained the purpose of the presentation including the definition of repurified water revenue; an overview of ARA 3.4.2 which is an important provision for calculations; Exhibit G: 2050 capacities for each participating agency; the parking lot items left over from the first amended agreement (Section 2.9.1.5; Exhibit F: Section 4 which provides the background, calculation revenue sharing and year-end adjustment; a breakdown of the calculation portion; baseline example(s) of calculation assumptions; potential repurified water revenue calculation exhibit; the participating agencies potential repurified water revenue stream; Repurified water revenue vs. capital expense total planning period through 2050 at the different mgds; the original vision of the pure water program followed by explanations for Exhibit F: 4.1: Background; Exhibit F: 4.2 Calculation (overview); Exhibit F: 4.3: Revenue Sharing and Exhibit F: 4.4: Year-End Adjustment

10. ADJOURNMENT

Chair Jones declared the meeting adjourned at 3:00 pm.

TRANSITION TO TOUR OF NORTH CITY PURE WATER FACILITY

11. LEAVE MOC II FOR NORTH CITY PURE WATER FACILITY

Those wishing to tour the plant left at 3:10 p.m.

12. LEAVE NORTH CITY PURE WATER FACILITY

Those who rode in the PUD van for the tour returned to the MOC II facility at approximately 5:00 p.m.

EXHIBIT A

April 6, 2023 Agenda - Item 9Aiii

RECYCLED WATER REVENUE

OVERVIEW: RECYCLED WATER REVENUE

City of San Diego pioneer in water recycling

- 1981 Aqua I Pilot Aquaculture plant @ “Jack Murphy” Stadium
- Recycled sales to stadium for turf management

Currently City provides ~6 million HCF recycled water annually (12.2 MGD Average – Summer peaks are higher)

- Two reclamation Plants: North City and South Bay
- 765 Retail Customers
- Contracts with Olivenhain, Poway, Otay, Caltrans, and IBWC
- Additional recycled water is used for clean up at the treatment plants and MBC

Retail Charges (2021 Sewer Rate Study)

- Includes monthly fixed charge based on water meter size
 - 62% of customers = 2” meter = \$341.95 monthly
- Commodity rate (Currently \$2.30/HCF)

CURRENT ARA PROVISIONS: RECYCLED WATER REVENUES

5.2.2. Metro System Revenues.

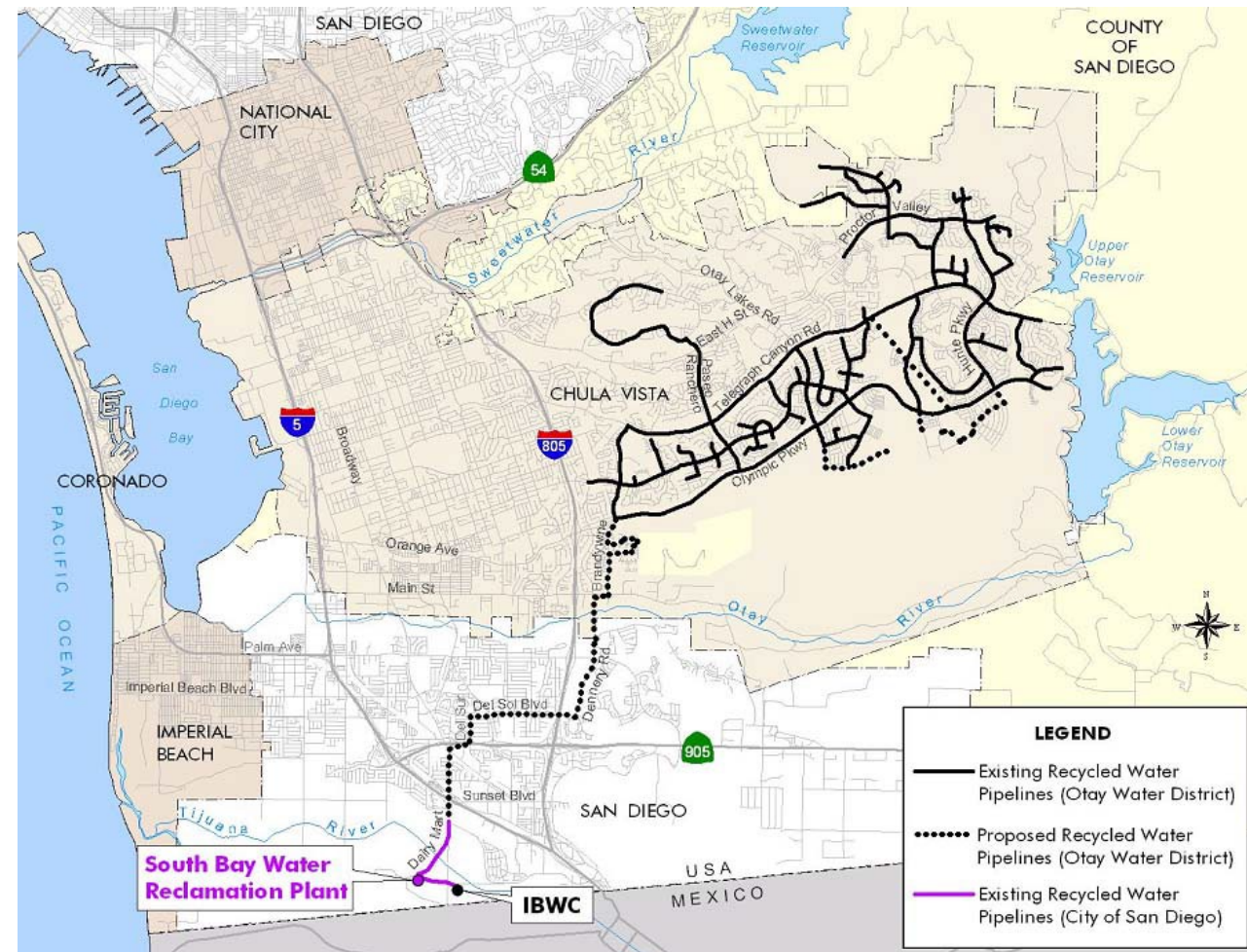
5.2.2.1 The following revenues shall be at a minimum considered Metro System Revenues for purposes of determining the annual SSC:

5.2.2.1.2 All compensation or receipts from the sale or other conveyance or transfer of any Metro System by products, including, but not limited to gas, electrical energy, sludge products, and Recycled Water (excepting therefrom any receipts allocated pursuant to section 5.2.2.1.3).

5.2.2.1.3 The distribution of revenue from the sale of Recycled Water from the North City Water Reclamation Plant, including incentives for the sale of Recycled Water, shall first be used to pay for the cost of the Recycled Water Distribution System (Optimized System, Exhibit E) then the cost of the Operation and Maintenance of the Tertiary Component of the North City Water Reclamation Plant that can be allocated to the production of Recycled Water, and then to the Metro System (as an Income Credit).

SOUTH BAY WATER RECLAMATION PLANT

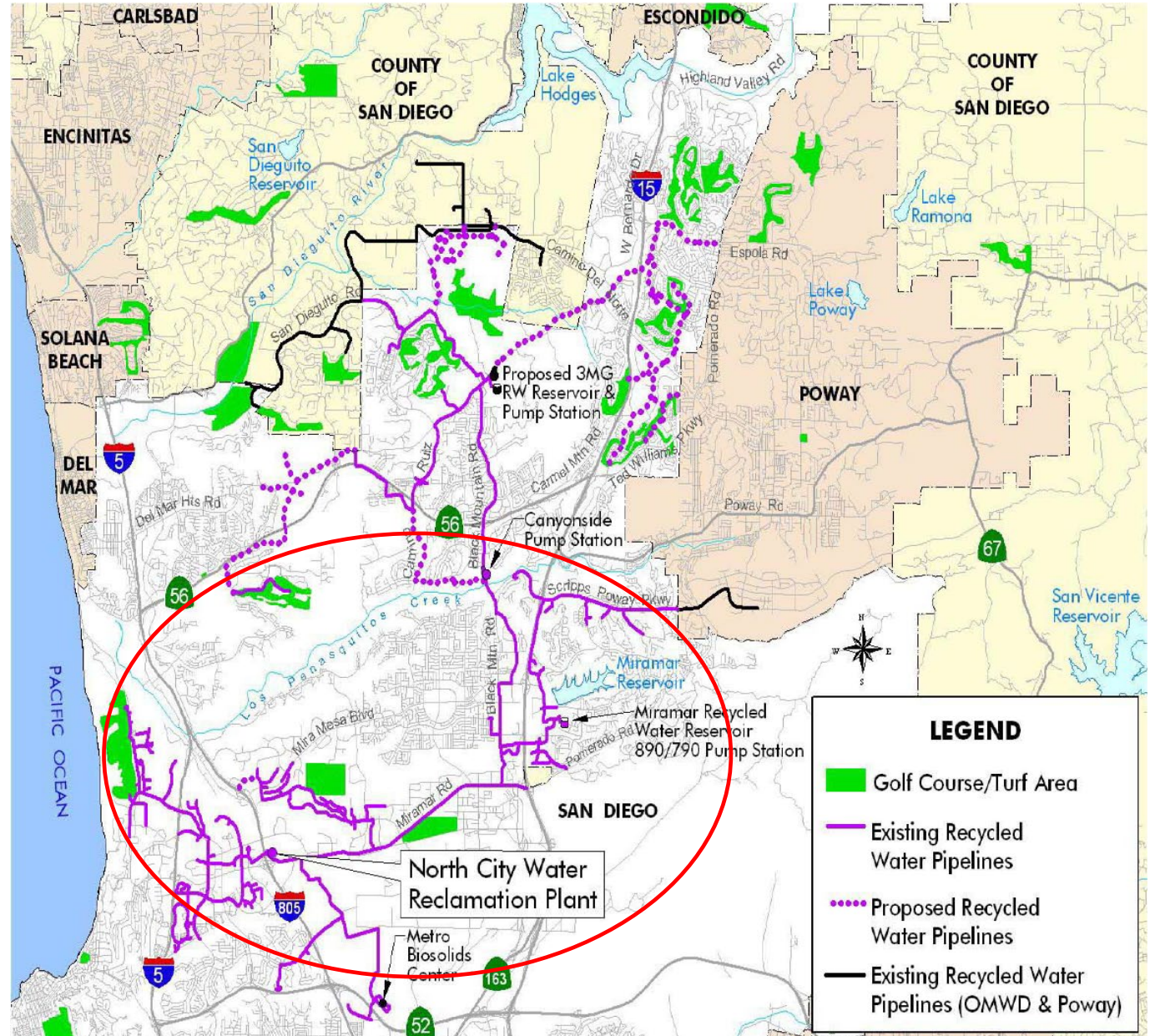
- Annual Average Sales:
3,000 AF
- Annual Average Revenue:
\$4 million or
\$1.3 million PA “income credit”



North City Water Reclamation Plant

Distribution system includes about 66 miles of pipeline, including a large backbone pipeline in Miramar Road which is part of the **“Optimized System”**. These facilities extend from the coast to the City of Poway. Shown in “Exhibit E” to ARA.

Annual average revenue: \$6 million or \$2 million PA “income credit”



PROJECTED REPAYMENT OF OPTIMIZED SYSTEM

Total Optimized System Repayment	\$ 112,180,152
North City Revenue and Incentives - FY 2016	\$ (63,629,641)
Remaining PA Debt on Optimized System	\$ 48,550,511
North City Annual Revenue Projected	\$ 6,000,000
Projected Wastewater Repayment of Debt	FY 2024

ATTACHMENT 6

CONSTRUCTION
CONTRACT WITH
J.R. FILANC
CONSTRUCTION
CO. INC. FOR PW
PHASE 2 - CENTRAL
AREA SMALL SCALE
FACILITY

METRO JPA/TAC
Staff Report
Date: 4/11/2023

Project Title:

Pure Water Phase 2 – Award of Central Area Small Scale Facility

Presenter(s) Name:

Andrea Demich

Presenter(s) Title:

Assistant Deputy Director

Requested Action:

1. Authorized the execution of a construction contract with J.R. Filanc Construction Company, Inc. for the Pure Water Program Central Area Small-Scale Facility, in an amount not to exceed \$44,200,000 of which \$38,431,331 is for this contract, and \$5,768,669.00 is for future contract change orders; and
2. Authorize the expenditure of funds in an amount not to exceed \$44,200,000 from Pure Water Program Phase 2, PWP Central Area Small Scale Facility, of which \$16,796,000 is from Fund 700009, Metro Sewer CIP, and \$27,404,000 from Fund 700010, Water Utility CIP

Recommendations:

Approve actions

Metro TAC:

Approve the subject item and forward to Metro JPA/ Metro Commission for approval

IROC:

N/A

Prior Actions:
(Committee/Commission,
Date, Result)

N/A

Fiscal Impact:

Is this projected budgeted? Yes ☒ No ☐

Cost breakdown between Metro & Muni: \$16,796,000 for Pure Water Metro Sewer + \$0 Muni Sewer + \$27,404,000 Water

Fiscal impact to the Metro JPA: Pure Water Phase 2: 33.5% of Metro cost (~\$5,626,660)

Capital Improvement Program:

New Project? Yes ☐ No ☒ N/A ☐

Existing Project? Yes ☒ No ☐ Upgrade/addition ☐ Change ☒

Previous TAC/JPA Action:

None

Additional/Future Action:

Present item to Metro JPA/ Metro Commission in May 2023

City Council Action:

City Council approval expected in May 2023

Background: *Provide background information on the need for the project*

Pure Water Phase 2 will deliver 53 mgd of purified water to either Murray Reservoir or San Vicente Reservoir. The PWP Central Area Small-scale Facility will run wastewater through two parallel treatment trains modeling the Murray and San Vicente treatment options. The facility will consist of water reclamation plant (WRP) processes

(preliminary to tertiary treatment) and advanced water purification (AWP) process trains (ozone/Biological Activated Carbon, membranes, and Ultraviolet/Advanced Oxidation Process) and will be tested and operated to demonstrate compliance with recycled water objectives and to determine parameters for full-scale design of the Pure Water Phase 2 facilities.

Bid opening was on January 12, 2023. Three bids were received and J.R. Filanc Construction Company, Inc. was the lowest responsible bidder. The proposed action awards PWP Central Area Small-scale Facility to J.R. Filanc Construction Company, Inc., and it updates the Capital Improvement Budget to increase the Phase 2 Annual Allocation.

Discussion: *Provide information on decisions made to advance the project*

Bid Results: *If bidding was done provide bidding format and results*
Attached

Pure Water Program (PWP) Central Area Small-Scale Fac...

*** Please Note: Bid Tabulations do not reflect Equal Opportunity Contracting (EOCP) Outreach Evaluation and may change if the outreach requirements or Good Faith Effort (GFE) are not met.

Showing 3 Bid Results

Vendor	Type	Bid Amount	Responsive
J. R. Filanc Construction Co., Inc. 740 N. Andreasen Drive Escondido, California 92029 Contact: Bob Zaiser Phone: 760-941-7130	CADIR, Local	\$38,431,331.00	Yes
Shimmick Construction Company, Inc. 530 Technology Dr. Suite 300 Irvine, California 92618 Contact: W. Andrew Sloane III Phone: 949-333-1500	CADIR, PQUAL	\$39,650,300.00	
Walsh ConstructionCompany II, LLC 9915 Mira Mesa Boulevard Suite 230 San Diego, California 92131 Contact: Kyle Jones Phone: 858-715-7200	CADIR, PQUAL, CAU, MALE, Local	\$44,480,010.00	

Bid Results

Bidder Details

Vendor Name J. R. Filanc Construction Co., Inc.
Address 740 N. Andreasen Drive
Escondido, California 92029
United States
Respondee Bob Zaiser
Respondee Title Vice President
Phone 760-941-7130
Email bids@filanc.com
Vendor Type CADIR
License # 134877
CADIR 1000001631

Bid Detail

Bid Format Electronic
Submitted 01/12/2023 1:55 PM (PST)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 314893

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Vendor Debarment and Suspension Form.pdf	Vendor Debarment and Suspension Form.pdf	DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
Prime Debarment and Suspension Cert.pdf	Prime Debarment and Suspension Cert.pdf	DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR
Mandatory Disclosure of Business Interests.pdf	Mandatory Disclosure of Business Interests.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Contractors Cert of Pending Action.pdf	Contractors Cert of Pending Action.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Bid Bond.pdf	Bid Bond.pdf	Bid Bond

Subcontractors

Showing 8 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
*LEED ELECTRIC INC 13138 Artic Circle Santa Fe Springs, California 90670	Constructor: E&IC	379096	1000004633	\$6,900,000.00	
Bonita Pipeline, Inc. 140 N Glover Avenue Chula Vista, California 91910	SLBE Constructor: demo, u/g piping, ductbanks, u/g pump stations, PE Tanks, ozone, CCRO, FRRO	817325	1000018819	\$4,500,000.00	DVBE, DBE, MBE, CADIR, SDB, PQUAL, MALE, SDVSB, LAT, HUBZ, Local
Condon Johnson 490 Roland Way, Suite 200 Oakland, California 94621	Constructor: Piles	300068	1000004443	\$550,000.00	
INTEGRITY REBAR 1345 NANDWA AVE PERRIC, California 92571	Constructor: Rebar	533729	1000005302	\$475,000.00	
Kirk Paving, Inc. 8722 Winter Gardens Blvd. Lakeside, California 92040	SLBE Constructor: Paving	749206	1000002341	\$46,000.00	CADIR, Local
Leopold Biological Services 11160 Portobelo Drive San Diego, California 92124	ELBE Consultant: Biological monitoring	000000	0000000000	\$36,000.00	DBE, WBE, SDB, FEM, WOSB, CAU, Local
NOVA Services, Inc. DVBE/SLBE 4373 Viewridge Ave Suite B San Diego, California 92123	SLBE Consultant: Material inspection	000000	1000007909	\$60,000.00	DVBE, CADIR, SLBE, SDVSB, Local
National Coating & Lining 26713 Madison Ave Murrieta, California 92562	Constructor: Coatings	886430	1000013795	\$370,000.00	MALE, CAU

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$38,431,331.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$300,000.00	\$300,000.00	Yes	
2	237110		Mobilization	LS	1	\$1,100,000.00	\$1,100,000.00	Yes	
3	541330		WPCP Development	LS	1	\$25,000.00	\$25,000.00	Yes	
4	237310		WPCP Implementation	LS	1	\$100,000.00	\$100,000.00	Yes	
5	237110		Central Area Small-Scale Facility	LS	1	\$33,726,031.00	\$33,726,031.00	Yes	
6	236220		Field Orders (EOC Type II) Allowance	AL	1	\$3,135,300.00	\$3,135,300.00	Yes	
7	236220		Building Permit (EOC Type I) Fees Allowance	AL	1	\$5,000.00	\$5,000.00	Yes	
8	541330		Biological Monitoring and Reporting	LS	1	\$40,000.00	\$40,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$38,431,331.00
Grand Total	\$38,431,331.00

City of San Diego's Public Utilities Department

Award Construction Contract for Pure Water Phase 2- Central Area Small-Scale Facility

Metro TAC
April 19, 2023



Background

- Demonstration facility for Pure Water Phase 2
- Located at Point Loma WTP
- Testing two treatment trains before full-scale design
- Fund and award construction contract and contingency
- Construction Contract Duration: 440 working days

Requested Actions

- Authorize the execution of a construction contract with J.R. Filanc Construction Company, Inc. for \$44.2 million
- Authorize the expenditure of \$44.2 million of which \$16.8 million is Metro sewer and \$27.4 million is water

Funding Breakdown

- Award authority of \$44.2 million
 - Construction Bid: \$38.4 million
 - Contingency : 15% (\$5.8 million)
- Fund source of \$44.2 million
 - Water: \$27,404,000 (62%)
 - Sewer: \$16,796,000 (38%)

Pure Water Phase 2 Map



Questions?



ATTACHMENT 7

BUDGET ADJUSTMENTS FOR FY 2023 AND CORRESPONDING CONTRACT AMENDMENTS

ATTACHMENT 7a

BUDGET INCREASE
IN ENGINEERING
SERVICES AND
CORRESPONDING
AMENDMENT TO
PROFESSIONAL
SERVICES
AGREEMENT WITH
DEXTER WILSON
ENGINEERING

**AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY
AND DEXTER WILSON ENGINEERING**

This Amendment (“**Amendment**”) to the Agreement for Professional Services Between Metro Wastewater Joint Powers Authority and Dexter Wilson Engineering, dated July 1, 2022 (“**Agreement**”) is made and entered into this ____ day of May, 2023 by and between the parties to that Agreement, the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* (“**Metro JPA**”), on the one hand, and Dexter Wilson Engineering, Inc. (“**Consultant**”), on the other hand. Metro JPA and Consultant are sometimes referred to individually as “**Party**” and collectively as “**Parties.**”

RECITALS

A. WHEREAS, Metro JPA and Consultant entered into the Agreement in order for Consultant to provide duly licensed and qualified Engineering Services to Metro JPA;

B. WHEREAS, Consultant has expended additional hours per month in FY 22-23 than those set forth in the FY 22-23 Proposed Budget, as set forth in the March 20, 2023 letter from Consultant to Metro JPA attached hereto as “Exhibit 1” and incorporated into this Amendment by reference;

C. WHEREAS, Sections 3 and 22 of the Agreement state that the Agreement may be modified by an Amendment executed by both Parties. The Parties have not previously modified or amended the Agreement; and

D. WHEREAS, Metro JPA and Consultant mutually desire to amend the Agreement to increase the annual and total compensation amounts under the Agreement, thereby increasing the Metro JPA Fiscal Year 22-23 through 25-26 budgets as described below.

NOW THEREFORE, in consideration of the mutual obligations of the Parties herein expressed, Metro JPA and Consultant agree to amend the Agreement as follows:

AMENDMENT TO AGREEMENT

1. Amendment to Budgeted Compensation. Section 2 of the Agreement is hereby deleted and replaced in its entirety with the following:

2. Compensation.

(a) Subject to paragraph 2(b) below, Metro JPA shall pay for Consultant’s services in accordance with the Schedule of Charges set forth in Exhibit “B” to the Agreement, as revised by the following: Exhibit B is hereby amended to increase the Fiscal Year (July 1 – June 30) 2022–2023 budget amount by \$58,400, from an initial ceiling of \$141,600 to an

amended ceiling of \$200,000. In other words, the total amount of compensation Metro shall pay Consultant for services rendered under this Agreement for Fiscal Year 22-23 shall not exceed \$200,000.

- (b) Exhibit B is further amended to reflect that for Fiscal Years 23-24, 24-25, and 25-26, the total amount of compensation Metro shall pay Consultant for services rendered under this Agreement shall not exceed \$200,000 per Fiscal Year. The aggregate compensation paid during the four-year term of this Agreement shall not exceed \$800,000 without the written approval of Metro JPA. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

2. Incorporation and Superiority. This Amendment is intended to be made a part of and is hereby incorporated into the terms of the Agreement. In all other respects, except only as specifically modified above, the Agreement is reaffirmed, remains in full force and effect, and is enforceable in accordance with its respective terms. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail.

3. Incorporation by Reference. The Recitals set forth in Sections A through D above are hereby incorporated into this Amendment by reference.

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

METRO WASTEWATER JOINT POWERS AUTHORITY

By: _____

Chairperson

Date: _____

APPROVED AS TO FORM:

By: _____

Adriana R. Ochoa
Procopio, Cory, Hargreaves & Savitch LLP
General Counsel for Metro JPA

DEXTER WILSON ENGINEERING, INC.

By: _____
Dexter Wilson

Date: _____

DEXTER WILSON ENGINEERING, INC.

DEXTER S. WILSON, P.E.
ANDREW M. OVEN, P.E.
NATALIE J. FRASCHETTI, P.E.
STEVEN J. HENDERSON, P.E.
FERNANDO FREGOSO, P.E.
KATHLEEN L. HEITT, P.E.

March 20, 2023

154-001

Metro Wastewater JPA
P.O. Box 1072
National City, CA 91951

Attention: Metro TAC Chair

Dear Metro TAC Chair,

During the FY 21-22 we spent \$139,580. Dexter's monthly hours were approximately 45 per month and Kathleen's were approximately 11 per month.

So far in the FY 22-23, Dexter's monthly hours are approximately 47 per month and Kathleen's are approximately 25 per month. Due to this increase in engineering support with the rewriting of the Amended Restated Agreement, completion of the draft Modified Billing System and its implementation, as well as our increased involvement in the City of San Diego capital improvement planning, projects and cost allocations we would like to request an increase in the FY 22-23 contract ceiling amount as well as the contract ceiling for the remaining three years of our contract to \$200,000 per year. This should avoid the need for year-end contract amendments to accommodate unforeseen budget items during the remainder of this contract. This request has been reviewed by the Metro Wastewater JPA Chair and he is supportive of the increase.

Please contact me if you would like to discuss or if you need further information.

Metro TAC Chair
March 20, 2023
Page 2

Dexter Wilson Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'Dexter S. Wilson', with a stylized, cursive script.

Dexter S. Wilson, P.E.

DSW:ck

Attachment(s)

ATTACHMENT 7b

BUDGET
INCREASE FOR
TECHNICAL,
FINANCIAL, AND
ADMINISTRATIVE
COORDINATION
SERVICES AND
CORRESPONDING
AMENDMENT TO
PROFESSIONAL
SERVICES
AGREEMENT WITH
THE KEZE GROUP,
LLC

**AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY
AND THE KEZE GROUP**

This Amendment (“**Amendment**”) to the Agreement for Professional Services Between Metro Wastewater Joint Powers Authority and The Keze Group LLC, dated July 1, 2022 (“**Agreement**”) is made and entered into this ____ day of May, 2023 by and between the parties to that Agreement, the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* (“**Metro JPA**”), on the one hand, and The Keze Group LLC (“**Consultant**”), on the other hand. Metro JPA and Consultant are sometimes referred to individually as “**Party**” and collectively as “**Parties**.”

RECITALS

A. WHEREAS, Metro JPA and Consultant entered into the Agreement in order for Consultant to provide duly licensed and qualified As-needed Technical, Financial, and Administrative Support Services to Metro JPA;

B. WHEREAS, Consultant has expended additional hours per month in FY 22-23 than those set forth in the FY 22-23 Proposed Budget, as set forth in the April 11, 2023 letter from Consultant to Metro JPA attached hereto as “Exhibit 1” and incorporated into this Amendment by reference;

C. WHEREAS, Sections 3 and 21 of the Agreement state that the Agreement may be modified by an Amendment executed by both Parties. The Parties have not previously modified or amended the Agreement; and

D. WHEREAS, Metro JPA and Consultant mutually desire to amend the Agreement to increase the annual and total compensation amounts under the Agreement, thereby increasing the Metro JPA Fiscal Year 22-23 through 25-26 budgets as described below.

NOW THEREFORE, in consideration of the mutual obligations of the Parties herein expressed, Metro JPA and Consultant agree to amend the Agreement as follows:

AMENDMENT TO AGREEMENT

1. Amendment to Budgeted Compensation. Section 2 of the Agreement is hereby deleted and replaced in its entirety with the following:

2. Compensation.

(a) Subject to paragraph 2(b) below, Metro JPA shall pay for Consultant’s services in accordance with the Schedule of Charges set forth in Exhibit “B” to the Agreement, as revised by the following: Exhibit B is hereby amended to increase the Fiscal Year (July 1 – June 30) 2022–2023

budget amount by \$50,000, from an initial ceiling of \$100,000 to an amended ceiling of \$150,000. In other words, the total amount of compensation Metro shall pay Consultant for services rendered under this Agreement for Fiscal Year 22-23 shall not exceed \$150,000.

- (b) Exhibit B is further amended to reflect that for Fiscal Years 23-24, 24-25, and 25-26, the total amount of compensation Metro shall pay Consultant for services rendered under this Agreement shall not exceed \$150,000 per Fiscal Year. The aggregate compensation paid during the four-year term of this Agreement shall not exceed \$600,000 without the written approval of Metro JPA. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

2. Incorporation and Superiority. This Amendment is intended to be made a part of and is hereby incorporated into the terms of the Agreement. In all other respects, except only as specifically modified above, the Agreement is reaffirmed, remains in full force and effect, and is enforceable in accordance with its respective terms. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail.

3. Incorporation by Reference. The Recitals set forth in Sections A through D above are hereby incorporated into this Amendment by reference.

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

METRO WASTEWATER JOINT POWERS AUTHORITY

By: _____
Chairperson

Date: _____

APPROVED AS TO FORM:

By: _____
Adriana R. Ochoa
Procopio, Cory, Hargreaves & Savitch LLP
General Counsel for Metro JPA

THE KEZE GROUP LLC

By: _____
Karyn L. Keze

Date: _____



April 11, 2023

Ms. Beth Gentry, P.E.
 Metro TAC Chair
 Metropolitan Wastewater Joint Powers Authority
 P.O. Box 1072
 National City, CA 91951

Dear Ms. Gentry:

Per Provisions in my current four-year Professional Service Agreement (Contract), with the Metro Wastewater Joint Powers Authority (Metro JPA), I am requesting an increase in my contract cost ceiling from \$100,000 to \$150,000. As we have discussed in budget tracking meetings with Metro JPA/Commission Chair Jones, this fiscal year has been an inordinately busy year with such unbudgeted items as the shift in my current consulting roll from consultant to a management role for the Metro JPA's Executive Team which included updating the JPA's website, planning two new Director orientations, and coordination of the Executive Consulting Team. In addition, as a member of the Executive Consulting Team I have addressed one-time unbudgeted issues such as the repeated sewage spills at Pumps Stations 1 and 2 and our inclusion in the Residuals Agreement negotiations, which started at the end of last fiscal year and continued for several months this fiscal year. All of these started after the Metro JPA's FY2023 budget was adopted (and thus my current Professional Services Agreement scope of services) and have affected all your Executive Consulting Team including myself, as they were not budgeted for in FYE2023.

Per your request I analyzed my year-to-date billings in detail to the Metro JPA (July 2022 to month-end February 2023). These were reviewed with Chair Jones and yourself and per your request I am providing an amended scope of services to my existing Contract to include the revised scope of services and the transition from financial consultant to the Metro JPA's Administrative Coordinator. The revised scope of service is attached to this letter and the new items to be included in my revised Contract are highlighted in yellow. The revised scope of services includes an additional 21 hours per month to generally cover the tasks described as follows:

Task	Description	HOURS			DOLLARS	
		Current Contract Hours	Proposed Monthly Increase	Proposed Annual Increase	Amended Contract Hours	Amended Contract Amount
1	Routine Meetings	75	4	48	123	\$20,910.00
2	Exhibit E Audit Review	100			100	\$17,000.00
3	Review of PUD Budget	30	2	24	54	\$9,180.00
4	ARA SBB/SD Rate Cases	40	4	48	88	\$14,960.00
5	Pure Water Program Cost Allocation	236	5	64	300	\$51,000.00
6	Metro TAC & JPA Staff Support	144			144	\$24,480.00
7	General JPA Administrative Management	0	6	72	72	\$12,240.00
	TOTAL	625	21	256	881	\$149,770.00

These are generally described below with more details included in the Scope of Services:

Task 1: Routine Board of Directors and Metro TAC Meetings – 4 hours per month

Inclusion of increased hours to support up to 2 AdHoc Committees per month.

Task 3: Review of City of San Diego Public Utilities (PUD) Budget and Five-Year Projections – 2 hours per month

Inclusion of hours to support Metro TAC members in understanding their annual billings from the City of San Diego for Metro O&M and Capital expenses and other technical and financial issues. These hours are based on the recent hours I have incurred preparing presentations and providing training meetings for two of our PAs who have new TAC members.

Task 4: ARA Strength Based Billing and PUD Internal Rate Case Review – 4 hours per month

Inclusion of hours to provide more in-depth review of the upcoming draft revised Metro Sewer Service Charge rate structure financial model to ensure the integrity of its calculations and cost allocations and implementation training during FYE2025 and FYE2026 for PAs.

Task 5: Pure Water Program Negotiations and Cost Allocations – 5 hours per month

Inclusion of additional hours, based on projected FYE 2023 year-end costs, to cover additional unbudgeted work tasks for completion and implementation of 2nd ARA and cost reconciliations of Pure Water Capital and O&M costs as we transition into the operation of Phase 1 facilities.

Task 7: Metro JPA Administrative Coordinator: General JPA Administrative Management – 6 hours per month

This is a new task added at the request of the Metro JPA and TAC Chairs to coordinate all aspects of the JPAs administration and Executive Team consultants.

I would like to thank you and Chair Jones for the opportunity to assume the role of Administrative Coordinator for the JPA. I look forward to working with you both to fulfill the Mission's and Vision's of the Metro Wastewater JPA in the upcoming years.

Sincerely,



Karyn L. Keze

ATTACHMENT 7c

BUDGET INCREASE
IN ENGINEERING
SERVICES AND
CORRESPONDING
AMENDMENT TO
PROFESSIONAL
SERVICES
AGREEMENT WITH
NV5,INC.

**AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY
AND NV5, INC.**

This Amendment (“**Amendment**”) to the Agreement for Professional Services Between Metro Wastewater Joint Powers Authority and NV5, Inc., dated July 1, 2022 (“**Agreement**”) is made and entered into this ____ day of May, 2023 by and between the parties to that Agreement, the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* (“**Metro JPA**”), on the one hand, and NV5, Inc. (“**Consultant**”), on the other hand. Metro JPA and Consultant are sometimes referred to individually as “**Party**” and collectively as “**Parties**.”

RECITALS

A. WHEREAS, Metro JPA and Consultant entered into the Agreement in order for Consultant to provide duly licensed and qualified Technical As-Needed Engineering Advisory Services to Metro JPA;

B. WHEREAS, Consultant has expended additional hours per month in FY 22-23 than those set forth in the FY 22-23 Proposed Budget, as set forth in the April 4, 2023 letter from Consultant to Metro JPA attached hereto as “Exhibit 1” and incorporated into this Amendment by reference;

C. WHEREAS, Sections 4 and 23 of the Agreement state that the Agreement may be modified by an Amendment executed by both Parties. The Parties have not previously modified or amended the Agreement; and

D. WHEREAS, Metro JPA and Consultant mutually desire to amend the Agreement to increase the annual and total compensation amounts under the Agreement, thereby increasing the Metro JPA Fiscal Year 22-23 through 25-26 budgets as described below.

NOW THEREFORE, in consideration of the mutual obligations of the Parties herein expressed, Metro JPA and Consultant agree to amend the Agreement as follows:

AMENDMENT TO AGREEMENT

1. Amendment to Budgeted Compensation. Section 3 of the Agreement is hereby deleted and replaced in its entirety with the following:

3. Compensation.

(a) Subject to paragraph 3(b) below, Metro JPA shall pay for Consultant’s services in accordance with the Schedule of Charges set forth in Exhibit “B” to the Agreement, as revised by the following: Exhibit B is hereby amended to increase the Fiscal Year (July 1 – June 30)

2022–2023 budget amount by \$10,000, from an initial ceiling of \$30,000 to an amended ceiling of \$40,000. In other words, the total amount of compensation Metro shall pay Consultant for services rendered under this Agreement for Fiscal Year 22-23 shall not exceed \$40,000.

- (b) Exhibit B is further amended to reflect that for Fiscal Years 23-24, 24-25, and 25-26, the total amount of compensation Metro shall pay Consultant for services rendered under this Agreement shall not exceed \$40,000 per Fiscal Year. The aggregate compensation paid during the four-year term of this Agreement shall not exceed \$160,000 without the written approval of Metro JPA. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

2. Incorporation and Superiority. This Amendment is intended to be made a part of and is hereby incorporated into the terms of the Agreement. In all other respects, except only as specifically modified above, the Agreement is reaffirmed, remains in full force and effect, and is enforceable in accordance with its respective terms. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail.

3. Incorporation by Reference. The Recitals set forth in Sections A through D above are hereby incorporated into this Amendment by reference.

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

METRO WASTEWATER JOINT POWERS AUTHORITY

By: _____
Chairperson

Date: _____

APPROVED AS TO FORM:

By: _____
Adriana R. Ochoa
Procopio, Cory, Hargreaves & Savitch LLP
General Counsel for Metro JPA

NV5, INC.

By: _____
Julian Palacios

Date: _____

April 13 2023

Beth Gentry, PE
 Senior Civil Engineer
 Engineering & Capital Projects Department
City of Chula Vista
 276 Fourth Avenue
 Chula Vista, CA 91910

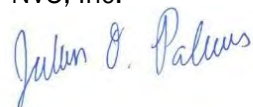
Subject: Metro Wastewater Joint Powers Authority - NV5 Additional Services for Fiscal Year 2022-2023 and Projected FYE 2024-2026 Contract Amounts

Dear Ms. Gentry:

NV5 is committed to continuing to provide the same superior level of service that has been delivered to Metro Wastewater Joint Powers Authority (Metro JPA) over the last several years. In compliance with the contract agreement between NV5 and Metro JPA, dated July 1, 2021, this letter serves to notify you that NV5 projects it will exceed the authorized Fiscal Year 2022-2023 allocated annual budget of \$30,000. Increased time from Scott Tulloch has been needed this Fiscal Year by Executive Staff to support the 2nd ARA process and other key issues such as the residuals agreement that have occurred since July 2022. We respectfully request that the authorized contract amount for this Fiscal Year be increased \$10,000 to a total of \$40,000 to continue to support Metro JPA through the end of June 2023. In addition, we request that the contract amounts for Fiscal Years 2024-2026 be increased to the same level of \$40,000 per year for the continuing work by Scott Tulloch in the finalization and implementation of the 2nd ARA and support of the federal legislation for Secondary Equivalency.

We look forward to continuing to provide support to the Commission. Please feel free to contact me with any questions or comments. My direct line is 858.385.2184 and my email address is Julian.Palacios@nv5.com.

Sincerely,
 NV5, Inc.



Julian Palacios, PE
 Engineering Manager

ATTACHMENT 8

BUDGET/CONTRACT ITEMS RELATING TO FY 2024

ATTACHMENT 8a

PROFESSIONAL SERVICES AGREEMENT WITH PAUL REDVERS BROWN, INC. FOR FACILITATOR SERVICES FOR FY 2024

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY
AND PAUL REDVERS BROWN, INC.**

This agreement ("Agreement") is made and entered into effective July 1, 2023, 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 Paul Redvers Brown, Inc., a California corporation (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. Metro JPA is a public agency of the State of California and is in need of professional services for the following project: provide facilitation of discussions between the City of San Diego's Public Utilities Department and the Participating Agencies of the Metropolitan Wastewater System (which are also the Member Agencies of Metro JPA), and other related parties, and to assist in advancing and negotiating terms relating to the Second Amended and Restated Wastewater Disposal Agreement (hereinafter referred to as the "Project").

B. Consultant is duly licensed and 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 Metro JPA with the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein ("Services").

2. Compensation.

a. Subject to paragraph 2(b) below, Metro JPA shall pay for the Services set forth in Exhibit "A" in accordance with the "Schedule of Charges for Services" set forth in Exhibit "B."

b. In no event shall the total amount paid for Services rendered by Consultant exceed **\$24,900** without the written approval of Metro JPA. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

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. Substitution of Key Personnel.

Consultant has represented to Metro JPA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Metro JPA. In the event that Metro JPA and Consultant cannot agree as to the substitution of key personnel, Metro JPA shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 16 of this Agreement. The key personnel for performance of the Services under this Agreement are as follows: Paul R. Brown, AICP.

5. 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.

6. Time of Performance; Term.

Consultant shall perform its services hereunder in a prompt and timely manner and shall commence performance upon receipt of a written Notice to Proceed from Metro JPA. Consultant shall complete the services required hereunder by June 30, 2024. The Notice to Proceed shall set forth the date of commencement of the work.

7. 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; and sabotage or judicial restraint.

Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

8. Compliance with Law.

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

b. Consultant shall assist Metro JPA, as requested, in obtaining and maintaining all permits required of Consultant by Federal, State and local regulatory agencies.

c. Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of Consultant's services or operations performed under this Agreement.

9. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

10. 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.

11. 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.

12. Insurance.

a. Commercial General Liability.

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to 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 00 01) or exact equivalent.

(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 per Project
- (6) Contractual Liability with respect to this Agreement
- (7) Broad Form Property Damage
- (8) Independent Consultants Coverage

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

(v) The policy shall give Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers additional insured status 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, and provided that such deductibles shall not apply to Metro JPA as an additional insured.

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 owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Metro JPA.

(ii) Coverage for Automobile Liability Insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

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

(iv) The policy shall give Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers additional insureds status.

c. Workers' Compensation/Employer's Liability.

(i) Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, 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 or Errors and Omissions Insurance appropriate to its profession, in a form and with insurance companies acceptable to Metro JPA and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement.

e. Minimum Policy Limits Required

(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
Workers' Compensation	Statutory

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, with the exception of the professional liability policy.

(iii) Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits or any other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured 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 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with all required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional 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) Consultant shall provide Metro JPA at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s), including the General Liability Additional Insured Endorsement, to Metro JPA at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Liability Policy shall contain a provision stating that the Consultant's policies are primary insurance and that any insurance, self-insurance or other coverage maintained by Metro JPA or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers 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, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to Metro JPA and shall not preclude Metro JPA from taking such other actions available to Metro JPA under other provisions of the Agreement or law.

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) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

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 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.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Metro JPA has the right but not the duty to obtain the insurance it deems necessary, and Metro JPA may cancel this Agreement if Consultant fails to comply with these specifications or cancels required insurance policies and fails to replace them.

(iii) Metro JPA may require the Consultant to provide complete copies of all relevant certificates of insurance and endorsements for the insurance policies in effect for the duration of the Project.

(iv) Neither Metro JPA nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to Metro JPA that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name Metro JPA as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Metro JPA may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

13. Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of Metro JPA's choosing), indemnify and hold Metro JPA, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of the negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including reasonable expert witness fees, reasonable attorneys' fees and other reasonable related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Metro JPA, its Board, members of the Board, employees, or authorized volunteers.

14. California Labor Code Requirements.

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold Metro JPA, its member agencies, elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This Project may also be

subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

15. 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.

16. 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 ten (10) calendar days' written notice 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. If said termination occurs prior to completion of any task for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Metro JPA and Consultant of the portion of such task completed but not paid prior to said termination. Metro JPA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. 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.

17. Documents.

Except as otherwise provided in Section 16, above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of Metro JPA.

18. Organization.

Consultant shall assign Paul Redvers Brown as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of Metro JPA.

19. Notice.

Any notice or instrument required to be given or delivered by this Agreement must be given or delivered by email and hard copy, with such hard copy required to be deposited in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the addresses below, and shall be effective upon receipt thereof:

METRO JPA:	CONSULTANT:
Metro Wastewater JPA P.O. Box 1072 National City, CA 91951 Attn: Metro TAC Chair bgentry@chulavistaca.gov	Paul Redvers Brown, Inc. 1612 Aryana Drive Encinitas, CA 92024 Attn: Paul R. Brown brownpr@paulredversbrown.com

20. 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.

21. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

22. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

METRO WASTEWATER JPA:

PAUL REDVERS BROWN, INC.:

By: _____
Jerry Jones
Chair

By: _____
Paul R. Brown
President & Chief Executive Officer

APPROVED AS TO FORM:

Adriana R. Ochoa
Procopio, Cory, Hargreaves & Savitch LLP
General Counsel for Metro JPA

Approval of Agreement for Professional Services with Paul Redvers Brown, Inc. as to form.

EXHIBIT “A”

Scope of Services

A. OVERVIEW

The City of San Diego (“City”) has initiated discussions with the Participating Agencies in the Metropolitan Wastewater System (“Participating Agencies”), who are also the Member Agencies of Metro Wastewater Joint Powers Authority (“JPA”). The City, the JPA, and the Participating Agencies will be holding regular meetings to discuss and negotiate the terms of the Second Amended and Restated Metropolitan Wastewater Disposal Agreement. The objective of this consulting services agreement work is for Paul Redvers Brown, Inc. (“Consultant”) to prepare for and facilitate the discussions between the City, the JPA, the Participating Agencies, and other related parties and to assist in advancing the Second Amended and Restated Metropolitan Wastewater Disposal Agreement.

B. REQUIREMENTS AND TASKS

Consultant shall prepare for, attend, and facilitate regular meetings with staff of the City, JPA, Participating Agencies, and other related parties.

The following is a list of the key tasks necessary to perform this project:

- Task 1. Project Management
- Task 2. Preparation for Meetings
- Task 3. Facilitation of Meetings

C. CONSULTANT’S ROLES AND RESPONSIBILITIES

With respect to all services provided under the Agreement, Consultant will fulfill the following operational roles and responsibilities:

Task 1. Project Management

- Perform all activities that are not specific to any one task and includes overall project management and coordination of activities with the JPA.
- Maintain open and regular communication throughout the project with JPA staff.
- Communications will be held via telephone, and/or virtual meeting platforms such as Microsoft Teams.

Task 2. Preparation for Meetings

- Review of available background documents, information and material for the Second Amended and Restated Metropolitan Wastewater Disposal Agreement.
- Communicate with stakeholders via phone or email on issues germane to the meetings.
- Assist in identifying timelines and other constraints.
- Assist in specifying data and resource needs.
- Assist in preparation of agendas and minutes for meetings.

Task 3. Facilitation of Meetings

- Attend and facilitate meetings.
- Summarize advancements from previous meetings, as well as items requiring attention.
- Manage a list of items requiring further discussion.
- Keep discussions focused to ensure timely resolution of items.
- Recommend mechanisms to advance discussions (e.g. separate meetings, etc.).
- Assist in establishing decisions to be made and identifying criteria by which decisions should be made.

The Consultant services should be provided during regular business hours, Monday through Friday, 8am through 5pm, excluding these publicly-observed holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

EXHIBIT “B”

Schedule of Charges for Services

Services shall be provided on a time and materials basis at the direction and request of the Metro JPA / Metro TAC appointed representative. The hourly rate for Paul R. Brown, AICP, will be:

\$290.00 / hour.

Consultant shall notify the Metro JPA when it has reached 80% of the total compensation under Section 2(b) of the Agreement to allow adequate time to obtain further approvals if needed.

Consultant’s hourly rate includes all anticipated expenses necessary to perform the services under the Agreement, including Consultant’s supplies and mileage to/from meetings within San Diego County.

All other reasonable, unanticipated expenses shall be pre-approved in writing by the designated Metro JPA / Metro TAC representative administering the Agreement. If approved, the following standard rules will apply:

- Mileage reimbursement rate will be at current Internal Revenue Service rate (mileage log required).
- Travel expenses for the lowest cost effective air fare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and per diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).

EXHIBIT “C”

Insurance Certificates

Insurance documentation is included on the following pages.

ATTACHMENT 8b

REIMBURSEMENT
AGREEMENT WITH
THE CITY OF SAN
DIEGO FOR
FACILITATOR
SERVICES WITH
PAUL REDVERS
BROWN, INC. FOR
FY 2024

**REIMBURSEMENT AGREEMENT FOR FACILITATOR SERVICES BY AND
BETWEEN THE CITY OF SAN DIEGO AND
METRO WASTEWATER JOINT POWERS AUTHORITY**

THIS REIMBURSEMENT AGREEMENT FOR FACILITATOR SERVICES (“Agreement”) is made and entered into effective July 1, 2023, by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* (“Metro JPA”) and the City of San Diego, a municipal corporation (“City”). Metro JPA and the City are sometimes individually referred to herein as the “Party” and collectively as the “Parties.”

RECITALS

A. The City of Coronado, the City of Del Mar, the City of El Cajon, the City of Imperial Beach, the City of La Mesa, the City of National City, the City of Chula Vista, the Lemon Grove Sanitation District, the City of Poway, Padre Dam Municipal Water District, Otay Water District and the San Diego County Sanitation District (the “Participating Agencies”) entered into a Joint Exercise of Powers Agreement, as amended from time to time, creating the Metro JPA for the purpose of taking responsibility, taking actions, and making decisions pertaining to the Regional Wastewater Disposal Agreement dated June 25, 1998 (“Metro Agreement”), as amended from time to time; and

B. Previously, Metro JPA, on behalf of the Participating Agencies, undertook discussions and negotiations with the City concerning an amended and restated version of the Metro Agreement, and the Participating Agencies and the City have approved and executed the amended and restated Metro Agreement; and

C. Metro JPA and the City have again begun discussions and negotiations concerning a second amended and restated Metro Agreement for consideration by the Participating Agencies and the City; and

D. Metro JPA and the City believe the use of a professional facilitator would be beneficial to additional discussions and negotiations about a second amended and restated Metro Agreement; and

E. Metro JPA have approved and intend to enter into a Professional Services Agreement with Paul Redvers Brown, Inc. (“Consultant”), which will commence on July 1, 2023, for the performance of facilitator services (“Facilitator Services”) (“Professional Services Agreement”), a copy of which is attached as Exhibit “A”; and

F. The Professional Services Agreement requires Metro JPA to compensate Consultant at the rate of \$290.00 per hour, including all anticipated expenses necessary to perform the services, including Consultant’s supplies and mileage to/from meetings within San Diego County, as well as other reasonable pre-approved expenses as set forth in the Professional Services Agreement; and

G. The City desires to reimburse Metro JPA for the cost of Facilitator Services performed by Consultant pursuant to the Professional Services Agreement.

IN CONSIDERATION of the mutual promises set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. Reimbursement to Metro JPA. The City agrees to reimburse Metro JPA at the rate of \$203.00 per hour for Facilitator Services provided by Consultant. The City also agrees to reimburse Metro JPA for 70% of other reasonable expenses pre-approved by Metro JPA under the Professional Services Agreement.

1.1 Maximum Reimbursement. The City's total reimbursement obligation under the term of the Professional Services Agreement shall not exceed \$17,430, which is inclusive of the hourly rate and expenses.

2. Monthly Hours. The Parties estimate that Consultant will spend an average of approximately 7 hours per month providing Facilitator Services for the term of the Professional Services Agreement. Any increase in estimated hours shall not exceed the maximum reimbursement identified in Section 1.1 of the Agreement without written consent of the parties.

3. Invoicing. Metro JPA shall submit quarterly invoices to the City for reimbursement of the Facilitator Services under the Professional Services Agreement. The invoices shall contain documentation of the hours Consultant spent providing Facilitator Services. The City shall remit payment within thirty (30) calendar days of receipt of the invoice.

4. Term and Termination. This Agreement shall begin on the date first set forth above and terminate upon the earlier of: (1) June 30, 2024; or (2) termination of the Professional Services Agreement by Metro JPA or Consultant. Upon termination of this Agreement, the City shall pay Metro JPA for any outstanding Facilitator Services performed by Consultant, and the obligation of the City to the Metro JPA shall thereupon cease and terminate and no further sums shall be payable or paid under this Agreement. The term of this Agreement may be extended in a writing signed by both Parties.

5. Notice. Unless notified in writing of a change of address, all notices, payments or correspondence relating to this Agreement may be given by email and hard copy, with hard copy to be delivered via personal delivery or by mail, to the addresses set forth below

CITY:

City of San Diego
Public Utilities Department
9192 Topaz Way
San Diego, CA 92123
email@email.com

METRO JPA:

Metro Wastewater Joint Powers Authority
C/O Adriana Ochoa, General Counsel
525 B Street, 22nd Floor
San Diego CA 92101
adriana.ochoa@procopio.com

6. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California; any action to enforce the terms of this Agreement 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 from the losing Party all reasonable costs incurred, including reasonable attorneys' fees, as determined by the court.

7. Amendment; Modification; Severability. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

8. Integration. This Agreement represents the entire understanding of the Parties 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.

[Signatures on following page]

**SIGNATURE PAGE TO
REIMBURSEMENT AGREEMENT FOR FACILITATOR SERVICES BY AND
BETWEEN THE CITY OF SAN DIEGO AND
METRO WASTEWATER JOINT POWERS AUTHORITY**

Metro JPA and the City execute this Agreement as of the date above, indicating that they have read and understood the terms of this Agreement, and indicate their full and complete consent to its terms:

Dated: _____

City of San Diego

By: _____

Dated: _____

Metro Wastewater Joint Powers Authority

By: _____
Jerry Jones, Chairperson

Approved as to form:

Adriana R. Ochoa
Procopio, Cory, Hargreaves & Savitch LLP
General Counsel for Metro JPA

Approved as to form:

City Attorney's Office
City of San Diego

Exhibit A
Professional Services Agreement

ATTACHMENT 8c

FY 2024 METRO WASTEWATER JPA BUDGET



*Proactively Addressing
Regional Wastewater Issues
for the Public Benefit*

FY 2024 Metro JPA Budget Overview

Year-End Projections



Executive Team Consultants

Increases due to unforeseen unbudgeted tasks during FY2023



Legal Cost Stabilized



Board of Director Per Diems

Pure Water/2nd ARA AdHoc Not Included in FY 2023 Budget Estimate

METRO WASTEWATER JPA
PROPOSED BUDGET - FY '24

FY '23 ACTUAL / FORECAST							
	Actual Through 3/01/23	Estimate remaining Months	Forecast Through 6/30/23	Approved Annual Budget	Forecast over /(under) Budget		
					\$	%	
Income							
Membership Dues	\$ 584,245	\$ -	\$ 584,245	\$ 584,245	\$ -	0%	
Use of Reserves***	\$ -	-	-	-	-		
City of San Diego	\$ 4,600	\$ 22,559	27,159	44,210	(17,051)	-39%	
Interest Income	-	-	-	-	-		
Total Income	\$ 588,845	\$ 22,559	\$ 611,404	\$ 628,455	\$ (17,051)	-3%	
Expense							
Administrative Assistant-LP	\$ 12,639	\$ 24,000	\$ 36,639	\$ 37,100	\$ (461)	-1%	
Bank Charges	-	-	-	200	(200)		
Financial Services				-	-		
Audit Fees	-	-	-	12,000	(12,000)		
Financial Consulting Support (Auditor)	-	-	-	2,500	(2,500)		
Financial - The Keze Group*	81,960	40,980	122,940	100,000	22,940	23%	
Treasurer - Padre Dam/El Cajon	6,428	5,000	11,428	30,000	(18,572)	-62%	
JPA/TAC meeting expenses	1,917	1,500	3,417	5,000	(1,583)	-32%	
Miscellaneous	-	-	-	250	(250)		
Per Diem - Board	14,400	7,200	21,600	18,000	3,600	20%	
Printing, Postage, Supplies	58	100	158	860	(702)	-82%	
Professional Services							
Engineering - Dexter Wilson**	115,158	57,579	172,736	141,700	31,036	22%	
Engineering - NV5	21,375	10,688	32,063	30,000	2,063	7%	
Legal - Procopio (2nd ARA/PW)*	73,182	36,591	109,772	150,000	(40,228)	-27%	
Legal - Procopio (General)*	31,423	15,711	47,134	60,000	(12,866)	-21%	
Legal - Procopio (Spill)*	22,125	11,063	33,188		33,188		
Legal - BB&K	1,561	-	1,561	-	1,561		
Paul Redvers Brown	10,150	5,075	15,225	24,900	(9,675)	-39%	
Telephone, Internet, Software	1,154	577	1,730	2,140	(410)	-19%	
Website Architecture Update	-	-	-	10,500	(10,500)		
Website Maintenance & Hosting	3,087	-	3,087	3,305	(218)	-7%	
Total Expense	\$ 396,615	\$ 216,063	\$ 612,678	\$ 628,455	\$ (15,777)	-3%	
Net Income (Loss)	\$ 192,229	\$ (193,504)	\$ (1,274)	\$ -	\$ (1,274)	0%	
* Total Legal - Procopio	\$ 126,729	\$ 63,365	\$ 190,094	\$ 210,000	\$ (19,906)	-9%	

FYE 2024 Budget Highlights



Reserves

Formal Policy Being Developed

Cash Flow Reserve

- Remains at 4-months of operating cash

“Contingency” Reserve

- To be discussed with Finance Committee
- No financial impact for FY 2024



Budget Decreases

Financial Consulting Support
(Auditors)

Website Architecture Update



Budget Increases

Consultant Contracts

Budget for Unbudgeted Expenses

“Administrative Coordinator” Role

Legal “Spill” Budget

Board of Directors Per Diem’s

Meeting Expenses

**METRO WASTEWATER JPA
PROPOSED BUDGET - FY '24**

FY '23 ACTUAL / FORECAST							
	Actual Through 3/01/23	Estimate remaining Months	Forecast Through 6/30/23	Approved Annual Budget	Forecast over /(under) Budget		
					\$	%	
Income							
Membership Dues	\$ 584,245	\$ -	\$ 584,245	\$ 584,245	\$ -	0%	
Use of Reserves***	\$ -	-	-	-	-		
City of San Diego	\$ 4,600	\$ 22,559	27,159	44,210	(17,051)	-39%	
Interest Income	-	-	-	-	-		
Total Income	\$ 588,845	\$ 22,559	\$ 611,404	\$ 628,455	\$ (17,051)	-3%	
Expense							
Administrative Assistant-LP	\$ 12,639	\$ 24,000	\$ 36,639	\$ 37,100	\$ (461)	-1%	
Bank Charges	-	-	-	200	(200)		
Financial Services				-	-		
Audit Fees	-	-	-	12,000	(12,000)		
Financial Consulting Support (Auditor)	-	-	-	2,500	(2,500)		
Financial - The Keze Group*	81,960	40,980	122,940	100,000	22,940	23%	
Treasurer - Padre Dam/El Cajon	6,428	5,000	11,428	30,000	(18,572)	-62%	
JPA/TAC meeting expenses	1,917	1,500	3,417	5,000	(1,583)	-32%	
Miscellaneous	-	-	-	250	(250)		
Per Diem - Board	14,400	7,200	21,600	18,000	3,600	20%	
Printing, Postage, Supplies	58	100	158	860	(702)	-82%	
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Legal - Procopio (Spill)*	22,125	11,063	33,188		33,188		
Legal - BB&K	1,561	-	1,561	-	1,561		
Paul Redvers Brown	10,150	5,075	15,225	24,900	(9,675)	-39%	
Telephone, Internet, Software	1,154	577	1,730	2,140	(410)	-19%	
Website Architecture Update	-	-	-	10,500	(10,500)		
Website Maintenance & Hosting	3,087	-	3,087	3,305	(218)	-7%	
Total Expense	\$ 396,615	\$ 216,063	\$ 612,678	\$ 628,455	\$ (15,777)	-3%	
Net Income (Loss)	\$ 192,229	\$ (193,504)	\$ (1,274)	\$ -	\$ (1,274)	0%	
* Total Legal - Procopio	\$ 126,729	\$ 63,365	\$ 190,094	\$ 210,000	\$ (19,906)	-9%	

FY '24		
Proposed Annual Budget	Difference from FY '23 Forecast	Difference from FY '23 Budget
\$ 727,545	\$ 143,300	\$ 143,300
44,210	17,051	-
-	-	-
\$ 771,755	\$ 160,351	\$ 143,300
\$ 37,100	\$ 461	\$ -
200	200	-
12,000	12,000	-
-	-	(2,500)
150,000	27,060	50,000
30,000	18,572	-
6,000	2,583	1,000
250	250	-
25,000	3,400	7,000
860	702	-
200,000	27,264	58,300
40,000	7,938	10,000
150,000	40,228	-
60,000		-
30,000		30,000
-	(1,561)	-
24,900	9,675	-
2,140	410	-
-	-	(10,500)
3,305	218	-
\$ 771,755	\$ 149,398	\$ 143,300
\$ -	\$ 10,953	\$ -

\$ -

Fund Balance at 6/30/23	\$ 304,048
Projected Net Income FY '23	(1,274)
Projected Fund Balance at 6/30/22	\$ 302,774
4 Months Operating Expenses FY '23	(242,515)
Amount over Required Reserve	\$ 60,259

PA Budget Allocations

- Based on January 2023 PUD Budget Estimate for FY 2024
- Switch from FY 2018 to FY 2019 audited sewage strengths
- Revisions made when actual year audited

	FY 2023	FY 2024
CHULA VISTA	31.72%	31.84%
CORONADO	2.58%	2.70%
DEL MAR	0.05%	0.02%
EAST OTAY MESA	0.83%	0.89%
EL CAJON	14.56%	14.46%
IMPERIAL BEACH	3.71%	3.67%
LA MESA	8.18%	7.89%
LAKESIDE/ALPINE	5.90%	5.56%
LEMON GROVE	3.36%	3.32%
NATIONAL CITY	8.45%	8.39%
OTAY	0.60%	0.55%
PADRE DAM	5.67%	7.01%
POWAY	4.66%	4.16%
SPRING VALLEY	7.94%	7.88%
WINTERGARDENS	1.79%	1.66%
	100.00%	100.00%
County:	16.46%	15.99%

METRO WASTEWATER JPA					
PARTICIPATING AGENCY FY 2024 BUDGET BILLINGS					
	PUD January Budget Estimate %'s **		JPA Budget Allocation Based on January %'s		
Agency	FYE 2023	FYE 2024***	FYE2023	FYE2024	
	Agency Percentage	Agency Percentage	Total Agency Billing	Total Agency Billing	Difference
Chula Vista	31.72%	31.84%	\$ 185,323	\$ 231,650	\$ 46,328
Coronado	2.58%	2.70%	\$ 15,074	\$ 19,644	\$ 4,570
County of SD*	16.46%	15.99%	\$ 96,167	\$ 116,334	\$ 20,168
Del Mar	0.05%	0.02%	\$ 292	\$ 146	\$ (147)
El Cajon	14.56%	14.46%	\$ 85,066	\$ 105,203	\$ 20,137
Imperial Beach	3.71%	3.67%	\$ 21,675	\$ 26,701	\$ 5,025
La Mesa	8.18%	7.89%	\$ 47,791	\$ 57,403	\$ 9,612
Lemon Grove	3.36%	3.32%	\$ 19,631	\$ 24,154	\$ 4,524
National City	8.45%	8.39%	\$ 49,369	\$ 61,041	\$ 11,672
Otay Water District	0.60%	0.55%	\$ 3,505	\$ 4,001	\$ 496
Padre Dam MWD	5.67%	7.01%	\$ 33,127	\$ 51,001	\$ 17,874
Poway	4.66%	4.16%	\$ 27,226	\$ 30,266	\$ 3,040
Total Flow & Strength	100.00%	100.00%	\$ 584,245	\$ 727,545	143,300
* County of SD includes East Otay Mesa, Lakeside/Alpine, Spring Valley and Wintergardens					
** Percentages derived from Table B "City of San Diego - Public Utilities Department - Projected Distribution of System Wastewater Costs - Fiscal Year 2024"					
Column entitled: "Total Allocated Costs (Total Flow, SS & COD + Pure Cap".					
***Budget Estimate dated January 2023.					



Metro Wastewater Joint Powers Authority

FY '24 Proposed Budget
with Current Year Forecast and Agency Allocations

METRO WASTEWATER JPA
PROPOSED BUDGET - FY '24

	FY '23 ACTUAL / FORECAST					
	Actual Through	Estimate	Forecast	Approved	Forecast over /(under) Budget	
	3/01/23	remaining	Through	Annual Budget	\$	%
		Months	6/30/23			
Income						
Membership Dues	\$ 584,245	\$ -	\$ 584,245	\$ 584,245	\$ -	0%
Use of Reserves***	\$ -	-	-	-	-	
City of San Diego	\$ 4,600	\$ 22,559	27,159	44,210	(17,051)	-39%
Interest Income	-	-	-	-	-	
Total Income	\$ 588,845	\$ 22,559	\$ 611,404	\$ 628,455	\$ (17,051)	-3%
Expense						
Administrative Assistant-LP	\$ 12,639	\$ 24,000	\$ 36,639	\$ 37,100	\$ (461)	-1%
Bank Charges	-	-	-	200	(200)	
Financial Services				-	-	
Audit Fees	-	-	-	12,000	(12,000)	
Financial Consulting Support (Auditor)	-	-	-	2,500	(2,500)	
Financial - The Keze Group*	81,960	40,980	122,940	100,000	22,940	23%
Treasurer - Padre Dam/El Cajon	6,428	5,000	11,428	30,000	(18,572)	-62%
JPA/TAC meeting expenses	1,917	1,500	3,417	5,000	(1,583)	-32%
Miscellaneous	-	-	-	250	(250)	
Per Diem - Board	14,400	7,200	21,600	18,000	3,600	20%
Printing, Postage, Supplies	58	100	158	860	(702)	-82%
Professional Services						
Engineering - Dexter Wilson**	115,158	57,579	172,736	141,700	31,036	22%
Engineering - NV5	21,375	10,688	32,063	30,000	2,063	7%
Legal - Procopio (2nd ARA/PW)*	73,182	36,591	109,772	150,000	(40,228)	-27%
Legal - Procopio (General)*	31,423	15,711	47,134	60,000	(12,866)	-21%
Legal - Procopio (Spill)*	22,125	11,063	33,188	-	33,188	
Legal - BB&K	1,561	-	1,561	-	1,561	
Paul Redvers Brown	10,150	5,075	15,225	24,900	(9,675)	-39%
Telephone, Internet, Software	1,154	577	1,730	2,140	(410)	-19%
Website Architecture Update	-	-	-	10,500	(10,500)	
Website Maintenance & Hosting	3,087	-	3,087	3,305	(218)	-7%
Total Expense	\$ 396,615	\$ 216,063	\$ 612,678	\$ 628,455	\$ (15,777)	-3%
Net Income (Loss)	\$ 192,229	\$ (193,504)	\$ (1,274)	\$ -	\$ (1,274)	0%
* Total Legal - Procopio	\$ 126,729	\$ 63,365	\$ 190,094	\$ 210,000	\$ (19,906)	-9%

\$ -

FY '24		
Proposed Annual Budget	Difference from FY '23 Forecast	Difference from FY '23 Budget
\$ 727,545	\$ 143,300	\$ 143,300
44,210	17,051	-
-	-	-
\$ 771,755	\$ 160,351	\$ 143,300
\$ 37,100	\$ 461	\$ -
200	200	-
12,000	12,000	-
-	-	(2,500)
150,000	27,060	50,000
30,000	18,572	-
6,000	2,583	1,000
250	250	-
25,000	3,400	7,000
860	702	-
200,000	27,264	58,300
40,000	7,938	10,000
150,000	40,228	-
60,000	-	-
30,000	-	30,000
-	(1,561)	-
24,900	9,675	-
2,140	410	-
-	-	(10,500)
3,305	218	-
\$ 771,755	\$ 149,398	\$ 143,300
\$ -	\$ 10,953	\$ -

Fund Balance at 6/30/23	\$ 304,048
Projected Net Income FY '23	(1,274)
Projected Fund Balance at 6/30/22	\$ 302,774
4 Months Operating Expenses FY '23	(242,515)
Amount over Required Reserve	\$ 60,259

METRO WASTEWATER JPA

PARTICIPATING AGENCY FY 2024 BUDGET BILLINGS

	<i>PUD January Budget Estimate %'s **</i>		<i>JPA Budget Allocation Based on January %'s</i>		
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***Budget Estimate dated January 2023.

Pure Water Program Update

Item #11

Metro JPA Meeting
May 4, 2023

Agenda

- Phase 1 Construction
 - *Progress*
 - *Challenges*
 - *Financing*
 - *Outreach*
 - *Project Labor Agreement*
- Phase 1 Operations Readiness
- Phase 2 Status
- Regulatory Update
 - *Point Loma Permit Renewal*
 - *Direct Potable Reuse Regulations*





Miramar Water Treatment Plant

Construction Contract	Bid Award	Contractor
Morena Pump Station	\$110.4M	Flatiron
Morena Southern/Middle Alignment	\$129.7M	Sukut
Morena Northern Alignment	\$95.2M	OHL
Penasquitos Pump Station Oxygenation System	\$4.4 M	Blue Pacific Engineering
Water Reclamation Plant Expansion	\$255.1M	Kiewit
Water Reclamation Plant Equalization Basin	\$11.9M	Kiewit
Metro Biosolids Center Improvements	\$40.1M	PCL
NCWRP/NCPWF Early Sitework	\$16.4M	AECOM/Shimmick
Pure Water Facility and Pump Station	\$356.7M	Shimmick
Pure Water Pipeline	\$123.5M	W.A. Rasic
Miramar Reservoir Water Quality Monitoring System	\$1M	Soundnine, Inc.
Miramar Reservoir PS	\$12.7M	Shimmick
Total	\$1,157.1 M	Authorized: \$1,212.2M



Phase 1 Construction Progress

- 10 contracts, 1 system for producing pure water
- Scope
 - *Pipeline: ~30 miles*
 - *Pumping capacity: nearly 100 million gallons per day (mgd)*
 - *New Treatment capacity: 55 mgd*
- Total Amount Awarded, \$1.15 billion
- Thru December 31, 2022:
 - *Total Expenditures, \$274.46 million*
 - *Pooled Contingency Use, \$13.5 million*
- Estimated completion, 1/3

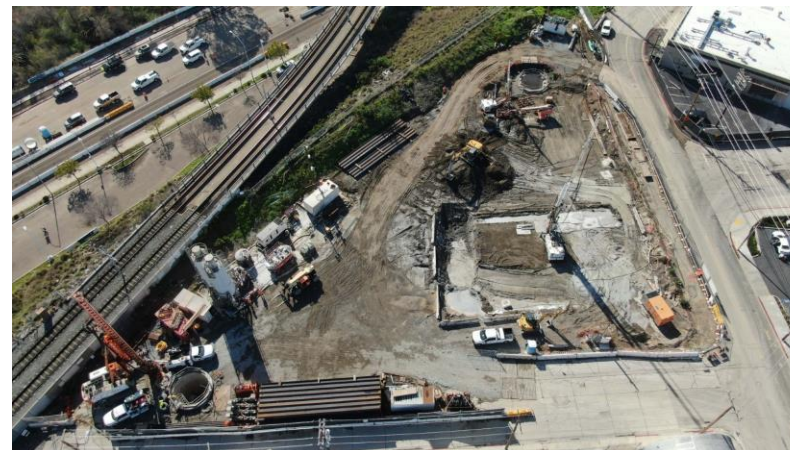
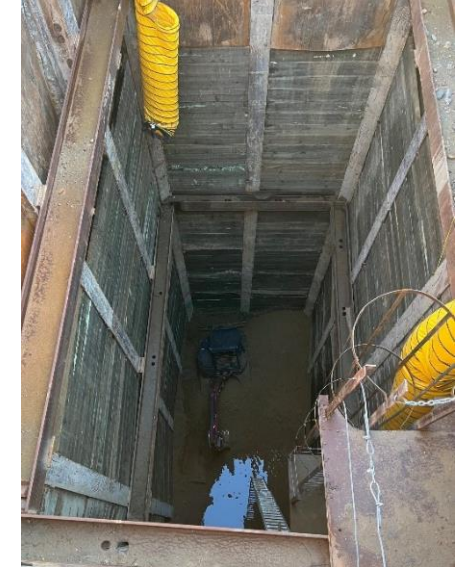
Project-Specific Highlights

- North City Pure Water Facility and Pump Station
 - *Majority of subsurface work completed*
 - *Process and Operations/Maintenance buildings in progress*
 - *Equipment for the pump station is being delivered and installed*
- North City Water Reclamation Plant Expansion
 - *"Mega" trench complete*
 - *All areas of the plant have active construction*



Project-Specific Highlights

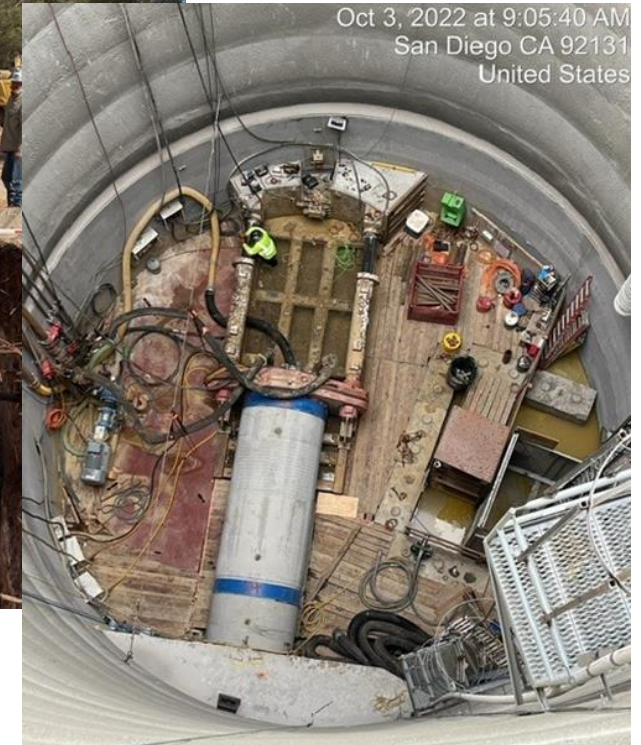
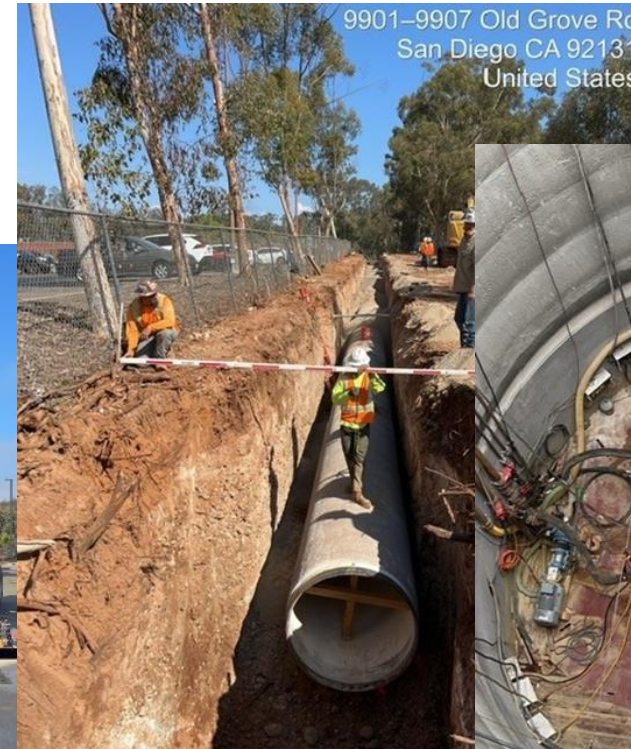
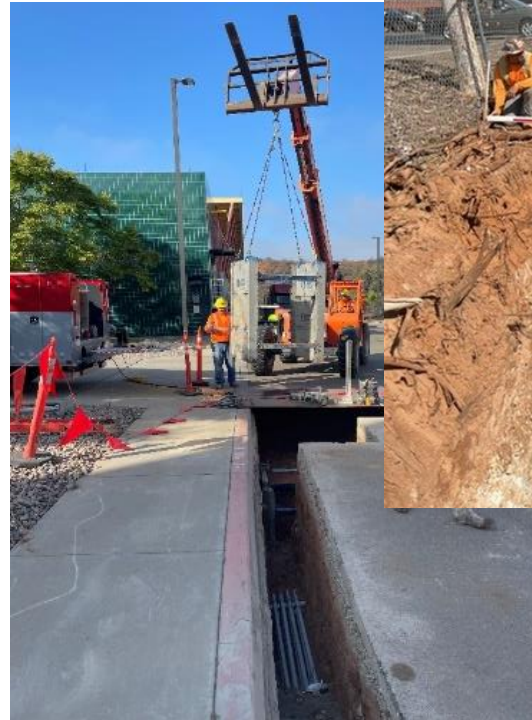
- Morena Northern Pipelines and Tunnels
 - *Interstate-805 tunnel – Installation started this month, 10% complete*
 - *Pipe installation on Genesee Avenue and Executive Drive is underway*
- Morena Pump Station
 - *Junction chamber excavation complete*
 - Rebar and concrete forms installed
 - *Secant wall under construction*



Project-Specific Highlights



- North City Pure Water Pipeline
 - *Pipe installation on Miramar Road underway*
 - *Tunnel from Scripps Ranch Business Park to Evans Pond – complete*
 - *Shaft for tunnel into Miramar Reservoir - complete*
- Metro Biosolids Center Improvements
 - *Specialty equipment completed factory testing, scheduled for delivery*





Phase 1 Construction Challenges

- Industry-wide
 - *COVID / War in Ukraine*
 - Supply chain disruptions
 - Limited skilled labor pool
- Pure Water-specific
 - *Pipeline installation*
 - 9 tunnels to cross freeways, railroads, sensitive habitat
 - Deepest tunneling shaft: 100 feet deep
 - 1-mile subaqueous pipeline at bottom of Miramar Reservoir
 - 11 miles requires 14-foot-wide trench
 - *SDGE conflicts*
 - *North City Water Reclamation Plant – must maintain plant operation during construction*
 - *Complexity of Systemwide Start-up*



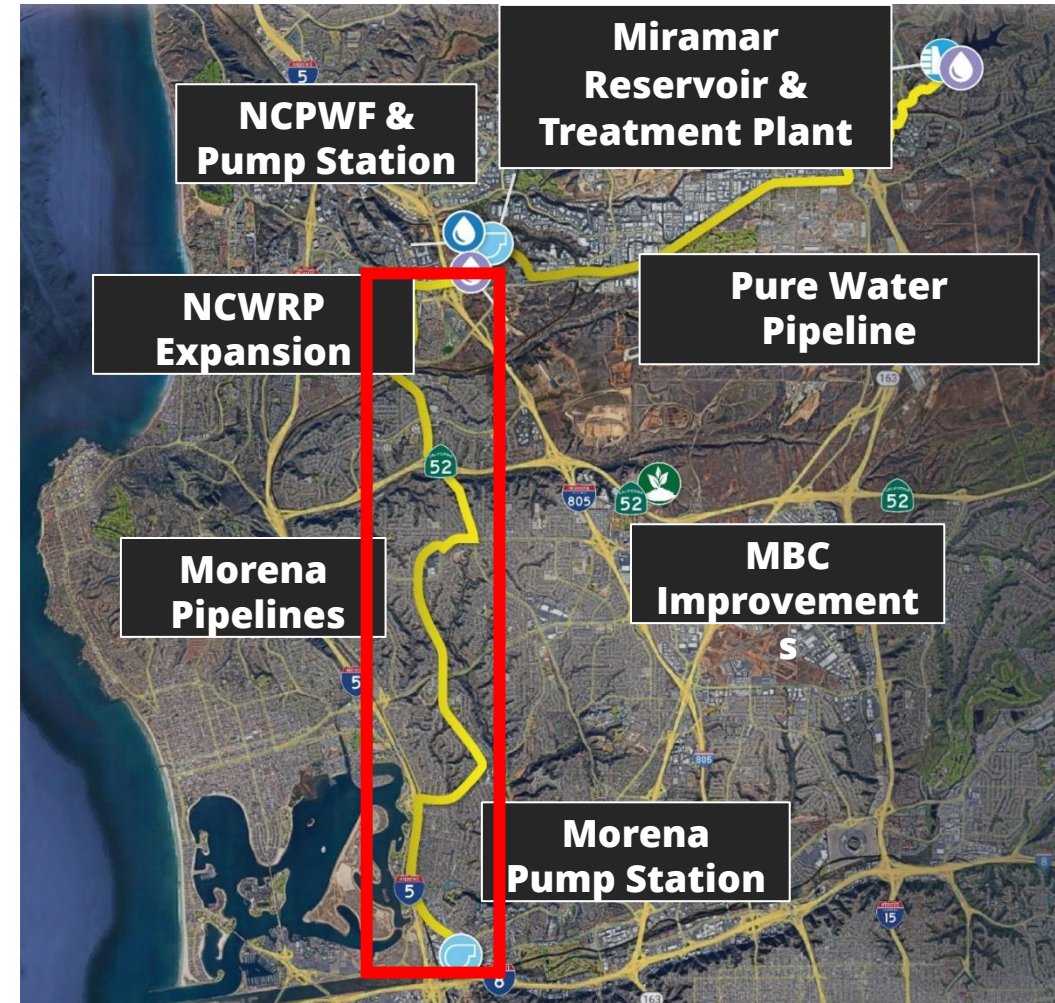
Morena Pump Station Update

- New 37-mgd pump station
- Contractor – Flatiron, Inc., began construction in April, 2021
- Contract Amount - \$110 Million
- Site Dewatering Changed Condition
 - *Council-authorized not-to-exceed amount (August 2022) - \$20 million*
 - *Secant wall construction cost - \$12.5 million*
 - *Contractor time impact analysis under review*



Revised Commissioning Strategy

- Wastewater flow to North City is greater than recycled water demand
- Leverage surplus wastewater to start producing Pure Water prior to Morena Pump Station completion
- Increase Pure Water production to 30 mgd after Morena Pump Station is online
- "Partial" Phase 1 Commissioning to begin when all non-Morena projects are completed
 - *Isolates Morena, minimizes program impacts*



Pure Facility Operations Readiness

- Hiring Progress
- Operator Certification Training
 - *City recognized as a “founding agency” of the State’s certification program*
- Engagement in Construction



Phase 2 Status

Demonstration Testing – Small Scale Facility

- Award: May 2023
- End of Construction: Early 2025
- Operations: 2025 - 2026

Program Management Consultant Procurement

- Interviews: January 2023
- Finalize negotiations: May 2023
- Request approval to award: July/Sept 2023
- Initial task: validate Phase 2 facility plan and basis

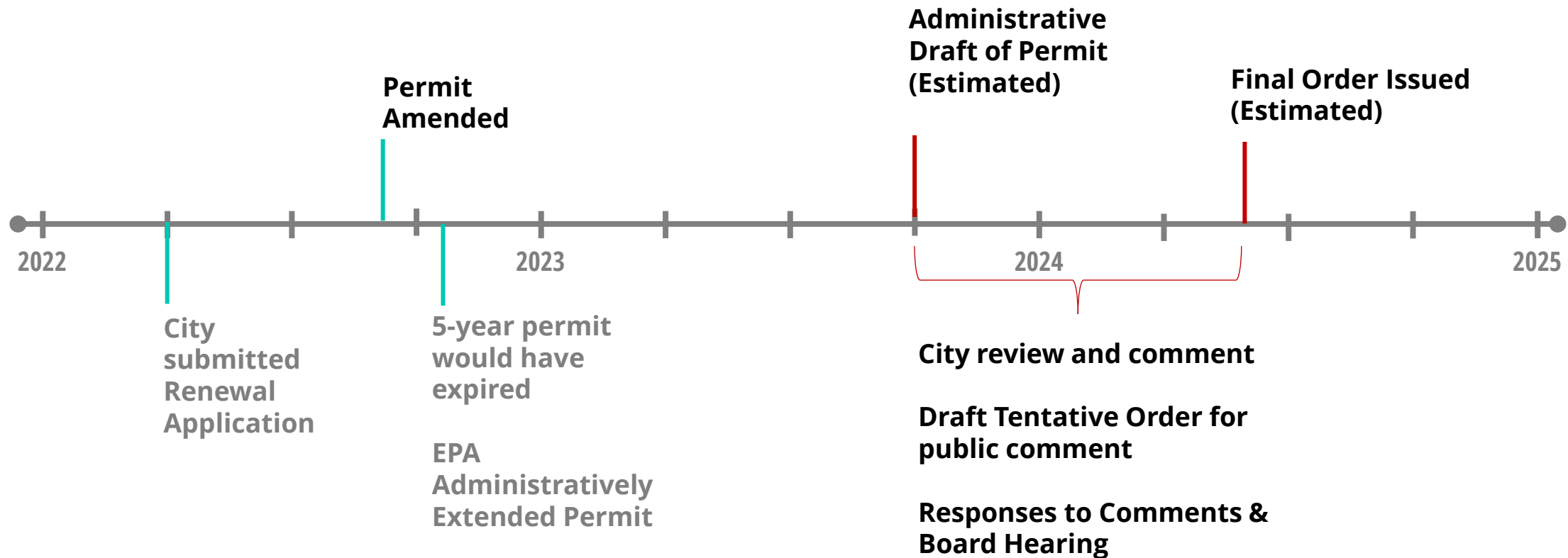


Regulatory Update – DPR Regulations

- Direct Potable Reuse Regulations must be adopted: December 31, 2023
- City submitted a detailed Phase 2 Concept Proposal as a “real world” example of how draft regulations could be applied
- Phase 2 Concept Proposal identified several areas for improvement
- Division of Drinking Water modifying permit conditions in final



Regulatory Update – Point Loma Permit



Questions

