



METRO TAC AGENDA
(Technical Advisory Committee to Metro JPA)

TO: Metro TAC Representatives and Metro Commissioners

DATE: Wednesday, May 19, 2021

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

LOCATION: The health and well-being of the MetroTAC members/alternates and participating staff during the COVID-19 outbreak remains our top priority. The MetroTAC is taking steps to ensure the safety of all involved by holding its September meeting electronically via Zoom.

E-mail containing information on how to participate in the meeting will be distributed to the MetroTAC members e-mail list and approved San Diego City Staff by Monday, May 17, 2021 at 5:00 p.m. If you do not receive the e-mail, please contact Lori Peoples at lpeoples@ci.chula-vista.ca.us

1. Review and Approve MetroTAC Action Minutes for the Meeting of April 21, 2021 (**Attachment**)
2. Metro Commission/JPA Board Meeting Recap (Standing Item)
3. **ACTION:** Consideration and Possible Action to Recommend the Metro Commission/Metro Wastewater JPA Authorize the Hiring of a Facilitator for the Second Amended and Restated Agreement (Dexter Wilson/John Stufflebean) (**Attachment**)
4. **ACTION:** Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval of Pure Water Program – Amendment No. 2 to the Agreement with CH2M Hill Engineers, Inc. for Design Engineering Services for the North City Water Reclamation Plant Expansion Project (John Stufflebean) (**Attachment**)
5. **ACTION:** Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval of Pure Water Program – Amendment No. 3 to the Agreement with AECOM Technical Services, Inc. for Design Engineering Services for the Morena Pump Station and Conveyance System Project (John Stufflebean) (**Attachment**)
6. **UPDATE:** Industrial Wastewater Control Committee (Beth Gentry) (**Attachment**)
7. Metro Wastewater Update (Financial) (Standing Item) (Edgar Patino)
 - a. Metro Debt Schedule (Adam Jones) (**Attachment**)
8. Metro Wastewater Update (General) (Standing Item) (Tom Rosales)
 - a. Infrastructure Planning Update
 - b. April 10, 2020 Sanitary Overflow Incident Update
9. Metro Capital Improvement Program and Funding Sources (Standing Item) (Tung Phung) (**Attachment**)
10. Pure Water Program Update (Standing Item) (John Stufflebean)
11. Financial Update (Standing Item) (Karyn Keese)

12. **REPORT**: IRWMP Update (Standing Item) (Beth Gentry)
13. MetroTAC Work Plan (Standing Item) (Roberto Yano) (**Attachment**)
14. Review of Items to be Brought Forward to the Regular Metro Commission/Metro JPA Meeting
(**June 3, 2021**)
15. Other Business of Metro TAC
16. Adjournment ([To the next Regular Meeting June 16 , 2021](#))

<u>Metro TAC 2021 Meeting Schedule</u>		
January 18	May 19	September 15
February 17	June 16	October 20
March 17	July 21	November 17
April 21	August 18	December 15

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ATTACHMENT 1

ACTION MINUTES FOR THE MEETING OF APRIL 21, 2021



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

ACTION MINUTES

DATE OF MEETING: April 21, 2021

TIME: 11:00 AM

LOCATION: Zoom Meeting held On Line

MEETING ATTENDANCE:

Roberto Yano, National City
Beth Gentry, Chula Vista
Ed Walton, Coronado
Yazmin Arellano, El Cajon
Blake Behringer, El Cajon
Dennis Davies, El Cajon
Eric Minicilli, Imperial Beach
Mike James, Lemon Grove
Hamed Hashemian, La Mesa
Steven Beppler, Otay WD
Bob Kennedy, Otay WD
Kevin Koeppen, Otay WD
Allen Carlisle, Padre Dam MWD
Mike Hindle, Padre Dam MWD
Jessica Parks, Poway
Dan Brogadir, County of San Diego

John Stufflebean, City of San Diego
Tom Rosales, City of San Diego
Charlette Strong Williams, City of San Diego
Edgar Patino, City of San Diego
Lisa Celaya, City of San Diego
Adam Jones, City of San Diego

Doug Owen, Stantec

Mark Elliott, Jacobs

Dexter Wilson, Wilson Engineering
Scott Tulloch, NV5
Karyn Keese, the Keze Group
Lori Anne Peoples, MetroTAC

1. Review and Approve MetroTAC Action Minutes for the Meeting of March 17, 2021

ACTION: Motion by Robert Kennedy, seconded by Jessica Parks, the Minutes be approved. Motion carried unanimously.

2. Metro Commission/JPA Board Meeting Recap

MetroTAC Chair Roberto Yano provided a recap of the April 1 Metro JPA meeting noting the JPA continued all their officers with Jerry Jones Chair, Jim Peasley as Vice Chair and Lori Peoples as Secretary. The Treasurer position was not continued as a new contract will be moving to the City of El Cajon at the end of the fiscal year; the also heard a 5 Year Financial Outlook presentation by the City of San Diego which generated quite a few questions that Karyn is working on and approved the Phase II Planning Alternatives Study with the language TAC had provided. Lastly the TAC was given direction to send the letter from Chair Jones to the City of San Diego

3. PRESENTATION: City of San Diego Public Utilities Department Cost of Service Study

Adam Jones, Deputy Director of Finance, Public Utilities Department provided an overview of the power point presentation attached to the agenda. He noted that they had provided this presentation to the City of San Diego Budget Committee and IROC as well as now to the MetroTAC. They plan to go back to the Budget Committee in June/July to review again along with the Prop 218 noticing and then a similar informational item will go to the City Council thereafter. Their goal is to have a public hearing on the considerations of these rates in the middle of September with the rates being effective January 1, 2022. The assumption is that the JPA will continue their historic average contribution to the system of approximately \$80 million per year.

MetroTAC Chair Yano stated that prior to opening for comment, there had been a written comment submitted on this item and he requested the submitter read it into the record.

Kevin Koeppen, Assistant Chief of Finance, Otay Water District read into the record a letter from General Manager Jose Martinez (attached to these Minutes as Exhibit A) which was received just prior to the meeting and forwarded to the MetroTAC members and the City of San Diego. Otay respectfully requests that the City of San Diego evaluate a "zonal rate" structure, as an alternative for the proposed FY 2022 Recycled water rate increase, whereby the costs associated with the North City Water Reclamation Plant and its distribution facilities would be borne by customers who benefit from that system, and costs associated with the South Bay Water Reclamation Plant and its distribution facilities could be borne by customers who benefit from that system.

Beth Gentry requested and Adam stated he would send a copy of the Cost of Service study to Lori to send out to MetroTAC.

Karyn Keese noted she had Lori send out projections she created for the 5 years to the PAs several weeks ago and confirmed that the \$80 million per year was the average for the Cost of Service Study.

4. ACTION: Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval of the Metro Wastewater Joint Powers Authority Treasurer's Report for Nine Months ending March 31, 2021

Karen Keese provided a brief verbal overview of the report. The last TAC meeting covered 8 months and this is 9 months with projections to the year end. She noted that main thing is the opening cash balance of \$685,404 which was significant and will be covered in the following budget presentation. The net position as of 12/21/20 is \$578,517 and the required reserves of 2021 was \$138,150 thus there is excess cash over our required operating expenses. She then covered the Statement of Operations actual vs budgeted which in 9 months with the over/under to the right. The website hosting and maintenance is not actually over budget. The Statement of Cash Flows and noted that the only accounts receivable we have is our recent billing to the City of San Diego which is not even 30 days old. The Vendor Accruals are included in the expenses which Karen Jassoy had in hand as of March 31, 2021 and should have been paid in April.

ACTION: Motion by Hamed Hashemian, seconded by Ed Walton to recommend to the Metro JPA to approve the report. Motion carried unanimously

Chair Yano turned the presentation of Items 5-9 over to Eric Minicilli, Asst. MetroTAC Chair.

Eric thanked Nick Norvell, Roberto Yano, Karen Jassoy, Karyn Keese and Lori Peoples who worked very diligently on getting the budget packet and agreements prepared in time for all of the presentations and thanked the Consultants for getting their requested information in on time and working with us to get the various changes in the contracts made. He requested Items 5-9 be heard, questions asked and then a vote taken after all are presented.

5. ACTION: Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval of a Treasurers Contract with the City of El Cajon for up to Five Years

MetroTAC Vice Chair Minicilli explained that the JPA would be transitioning the treasurer's position for the next fiscal year to the City of El Cajon. He thanked current Treasurer Karen Jassoy for all of her work during the past years. He noted the amount was slightly higher and that the key items for the new Treasurer will be dealing with the 2 Year Audit and Amended Restated Agreement (ARA) which Lee Ann Jones Santos, the incoming Treasurer, had been involved in previously when she was with the City of San Diego. The other big change is this contract is being proposed as a 5 Year contract like the General Counsel contract and he is hoping to do the same with the other contracts next year.

There were no questions from the TAC members.

6. ACTION: Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval FY 2022 Professional Services Agreement with The Keze Group, LLC for Financial Management Services

MetroTAC Vice Chair Minicilli explained that the contract amount and scope were basically the same as previous years. There are a lot of parking lot items for the ARA and negotiations of the second ARA and participation in the FY 20/21 audits coming up for the 50/50 Pure Water O&M.

There were no questions from the TAC members.

7. ACTION: Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval FY 2022 Professional Services Agreement with NV5 for Engineering Services

MetroTAC Vice Chair Minicilli explained that the general contract amount and scope were basically the same as in previous years at \$30,000. Key work is all the engineering parking lot items and negotiations of the second ARA agreement as well.

There were no questions from the TAC members.

8. ACTION: Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval FY 2022 Professional Services Agreement with Dexter Wilson Engineering for Engineering Services

MetroTAC Vice Chair Minicilli explained that the contract amount and scope were close to previous years, however there are some added costs for time to assistance Karyn with the Pure Water CIP Cost Allocations and reconciliation of the 50/50, the parking lot items and the negotiations of the ARA as well as assisting with the audits. Total contract amount is \$116,700. Karyn Keese stressed that with Dexter's assistance they have come up with savings to the PAs because she is a financial person not an engineer.

There were no questions from TAC members.

9. ACTION: Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval FY 2022 Professional Services Agreement with Granicus for Website Hosting Services

MetroTAC Vice Chair Minicilli explained that the actual annual fee has nominal change. One thing being added is a separate line item that may or may not be done with Granicus as it seems like we are on a very ancient architecture as far as the website itself which has led to some annual issues. A quote has been received from Granicus to update the current architecture to resolve those issues. For now we want to hold it and consider an upgrade in the upcoming fiscal year.

There were no questions from TAC members.

ACTION: Motion by Hamed Hashemian, seconded by Ed Walton, to approve Items 5 through 9. Motion carried unanimously.

MetroTAC Chair Yano thanked everyone for their hard work on these items and noted they would now move forward to the Finance Committee and then the JPA.

10. ACTION: Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval of the FY 2022 Metro Wastewater JPA Budget

MetroTAC Vice Chair Minicilli requested Karyn Keese present this item.

Karyn Keese noted the entire budget was on the screen and the total for this year was \$441,090. It is about \$27,000 higher than last year which is 6%. The key drivers are the items just discussed, mainly the website architecture update and the minor contract updates. We don't do contracts each year for our legal teams but they are included in the budget. BBK remains the same at \$60,000 and Procopio was reduced by \$5,000. Both have cost of living adjustments which will happen automatically based on San Diego CPI in July. Additionally, other items that are not in the contracts that you see some increases on are the Administrative Assistant contract of \$500 to provide high speed internet service to Lori as she has not been able to access the Chula Vista office to work and is working from home and Zooming from her neighbors garage. Also, there is a slight addition to the printing and postage category due to the transition to the new Treasurer for the printing of checks and other items that will have the address on them. The next portion of the budget is what will be allocated to each PA as their portion of the budget for the upcoming years. The flows and strengths are different as each year the allocation is made based on what the City of San Diego provides. One allocation is 100 percent at \$441,090 and then looking at the issue of the projected fund balance and \$478,557 being over the required reserve of \$147,030 the next column represents the agency allocation if 50% of the budget remaining were used to reduce the reserve requirement. That amount is determined by the Finance Committee and the JPA but the Budget review committee wanted to present it to MetroTAC as well.

There were no questions from TAC members.

ACTION: Motion by Beth Gentry, seconded by Eric Minicilli to recommend approval of the FY 2022 Metro Wastewater JPA Budget. Motion carried unanimously

11. UPDATE: Industrial Wastewater Control Committee

Beth Gentry provided the following update:

Industrial Permit Fee Increase

The schedule update from SDPUC includes:

- Agenda Item for the May Budget Committee
- June San Diego City Council meeting for final approval

SDPUD responded on April 16, 2021 to the TAC letter on March 15, 2021, in which TAC requested additional studies and details on:

1. Cost savings evaluations
2. Limited classes of users or permit categories

SDPUD, referenced the 2019 study done by Stantec and Brown and Caldwell called Task Order 42 Industrial Wastewater Control Support in response to the cost savings evaluations. The classification of users was noted as having similar program management efforts and cost impacts.

Additionally, the TAC letter requested a legal review which SDPUD confirmed was completed by SD legal staff.

Our committee noted that more details and coordination is still needed. TAC reiterated the importance of the phase in of costs as outlined in the JPA letter approved by JPA at the 4/1/2021 JPA meeting:

- Implementation of a zero fee increase for one year
- Phased in full cost recovery over the following 4 years
- Application of annual cost escalation to ensure full cost recovery at the end of year 5

Coordination of Industrial Permitting

Procedures and coordination on the industrial permitting process were requested both from SDPUD and the PA committee members. It was noted at TAC that the next TAC committee meeting, 5/11/2021, SDPUD would be presenting on types or categories of entities needing permits or at least permit applications. Anyone interested could contact Beth Gentry for an invitation.

Future Agreements for Industrial Permitting and Billing

The committee started discussion on options on the future agreement formats and concepts for managing the industrial permitting process with SD. It was requested that the committee be involved with discussions happening on Section 2.9 of the Amended and Restated as it relates to the Industrial Permits.

12. Metro Wastewater Update (Financial)

Edgar Paterno City of San Diego stated he had no report.

13. Metro Wastewater Update (General)

Tom Rosales, City of San Diego reported that the Public Utilities Department had been working on the monitoring plan on the roadway erosion. The plan is in draft form but should be ready to go next week to put in the monitoring elements. HDR will do a May presentation to the JPA.

Dexter Wilson inquired as to whether there were any more updates from the Regional Board on the spill and Tom reported that it was still being reviewed by the enforcement group.

14. Metro Capital Improvement Program and Funding Sources

No report.

15. Pure Water Program Update

John Stufflebean, City of San Diego reported that they are continuing to work on outreach. There are four working groups and as they start getting ready to build pipelines in the area they are working on outreach so they know when there will be construction in the area; On the regulatory front they are continuing to meet every other month on issues on Phase II. The State came out with Draft Direct Potable Reuse regulations so they are looking at impacts such as going to Lake Murray. People are talking about these regulations around the State. They are also working on the Local Limits and working through that; On Phase II now that the decision has been made on where it is going to be they are looking at the comparison of Lake Murray vs. Vincente and the issues related thereto. They are working with East County on the brine line and the pump station. East County received two proposals on the brine line and they are now evaluating which joint venture firm they want to go with for that project and they are meeting on the cooperative agreement with the Environmental groups on updating the agreement; OPRA II nothing to report, still awaiting action on the House; The Amended Reinstated Agreement, they are doing negotiations for the annual evaluation and are still looking for the copies of the original signatures but their Assistant City Attorney has stated there are ways to deal with this.

Roberto noted that a date needed to be agreed upon due to the time requirements that other issues need to be addressed in the agreement. He and John Stufflebean will discuss offline.

Dexter provided a table of the construction projects, when bid, when awarded and the bid results. Another column will be added to show the split. They are currently working on the Morena northern alignment and tunnels. They are working with the City and not starting into the detailed cost splits until the projects have been awarded.

Karyn expressed appreciation to John Stufflebean for preparing the table and noted that they are hoping to update it and keep it as a standing item on future agendas.

John Stufflebean stated that amount changes were due to the delays, they will now have to go back to their Council for approval to spend the money which they do not anticipate will be a problem.

Hamed Hashemian of La Mesa requested the addition of columns on the table for total approved change orders and expenditures to date. John Stufflebean stated he could add those.

Dexter added that there was a contingency in these items for field changes.

16. Financial Update:

Karyn Keese stated that she didn't have any other financial updates other than she and Dexter Wilson were meeting on the Morena project right after this meeting to discuss cost allocations, Dexter has some preliminary numbers and then will be meeting with the City next month.

17. REPORT: IRWM - Industrial Wastewater Control Committee Update

Beth Gentry, City of Chula Vista stated that at the April 7, 2021 meeting a new voting position was added and filled for a Wildlife Water Representative; received an update from DWR Financial Assistance Branch, highlights included a California Financing Committee who combines resources and is a one stop shop for grants, loans and bond financing for infrastructure projects and there are Civic Spark Fellows available for public agencies – they are individuals who implement a needed sustainability or resilience project as supplemental staff for a year; there is a Justice Equity Diversion and Inclusion focus group established on how it relates to IRWM as they manage a lot of financial resources and they are establishing goals and selection system to make sure opportunities and resources are available to all; Water Smart Grants are closing soon – Reclamation and Reuse closes April 23 - Prop 1 Technical Assistance Program and Water Desalination Grant Program provided funding for several successful projects and lastly a Conservation Update was provided by Elizabeth Lovested from the County Water Authority on California SB 606 and AB1566 making water conservation a way of life. The state Board will adopt the standards no later than June 2022. There are indoor requirements which will be proposed by individual water entities which will include reduction of water usage in private homes.

18. MetroTAC Work Plan

Roberto Yano, TAC Chair stated that the work plan was attached to the agenda.

19. Review of Items to be Brought Forward to the Regular Metro Commission/Metro Wastewater JPA Meeting May 6, 2021

Roberto Yano, TAC Chair stated that items 3-10 will go forward to the JPA after going to the Finance Committee. Item 15 and the Pt. Loma Erosion Presentation will go forward as well.

20. Other Business of MetroTAC

None.

21. Adjournment to the Next Regular Meeting May 19, 2021

There being no further business, MetroTAC Chair Roberto Yano adjourned the meeting at 12:16 p.m.

EXHIBIT A

LETTER FROM OTAY
WATER DISTRICT
REGARDING CITY OF
SAN DIEGO COST OF
SERVICE STUDY



...Dedicated to Community Service

2554 SWEETWATER SPRINGS BLVD, SPRING VALLEY, CA 91978-2004
(619) 670-2222

otaywater.gov

April 21, 2021

Technical Advisory Committee to Metro JPA (Metro TAC)
276 Fourth Avenue
Chula Vista, CA 91910

Re: Agenda for the Metro TAC Meeting of Wednesday, April 21, 2021 via Zoom
ITEM-3: City of San Diego Public Utilities Department Cost of Service Study

Dear Metro TAC Representatives and Honorable Metro Commissioners:

Otay Water District ("Otay") purchases reclaimed water from the City of San Diego ("City") pursuant to an agreement titled "Agreement Between the Otay Water District and City of San Diego for Purchase of Reclaimed Water from the South Bay Water Reclamation Plant." The South Bay Water Reclamation Plant is the only City facility capable of providing recycled water to Otay. The City is proposing to adjust its recycled water rates in FY 2022 and the only rate structure that the City is currently considering is a "unitary" recycled water rate.

A "unitary" rate will include costs associated with the City's production and distribution of recycled water from the City's North City Water Reclamation Plant. The North City Plant and its related reclaimed water distribution facilities do not and cannot provide reclaimed water to Otay as the northern and southern distribution areas are not physically connected to each other. Otay and the other customers in the southern area do not benefit from the North City Water Reclamation Plant and its distribution system. Accordingly, a "unitary" recycled water rate effectively results in an unlawful tax on the recycled water sold to Otay and other customers of the South Bay Water Reclamation Plant. By establishing a unitary rate for Recycled Water Service and charging that rate to Otay, the City will violate Articles XIII A, C, and D of the California Constitution, Government Code section 54999.7, common law principles governing utility rate setting by local government agencies, and its agreement with Otay, because the City will be charging Otay a price for Reclaimed Water based on services it does not receive and facilities it does not use.

Otay respectfully requests that the City evaluate a "zonal rate" structure, as an alternative for the proposed FY 2022 Recycled water rate increase, whereby the costs associated with the North City Water Reclamation Plant and its distribution facilities would be borne by customers who benefit from that system, and costs associated with the South Bay Water Reclamation Plant and its distribution facilities could be borne by customers who benefit from that system.

Sincerely,

Jose Martinez
General Manager

cc: Board of Directors, Otay Water District
Shauna Lorange, Director, City of San Diego Public Utilities Department
Lisa Celaya, Assistant Director, City of San Diego Public Utilities Department
Adam Jones, Deputy Director, City of San Diego Public Utilities Department

ATTACHMENT 3

FACILITATOR FOR THE SECOND AMENDED AND RESTATED AGREEMENT

CONSULTANT SERVICES AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO



AND

PAUL REDVERS BROWN, INC.

**FOR AS-NEEDED CONSULTING SERVICES FOR
FACILITATION OF MEETINGS FOR THE DEVELOPMENT OF
A WASTEWATER DISPOSAL AGREEMENT BETWEEN THE
CITY PUBLIC UTILITIES DEPARTMENT AND THE
MEMBERS OF METRO WASTEWATER JOINT POWERS
AUTHORITY**

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and Paul Redvers Brown, Inc. (Consultant) (collectively, the Parties).

RECITALS

A. City wishes to retain Consultant to provide facilitation of the discussions between the City Public Utilities Department (PUD) and the members of the Metro Wastewater Joint Powers Authority (JPA) and other related parties, and to assist in advancing the Second Revised and Restated Wastewater Disposal Agreement.

B. Consultant has the expertise, experience, and personnel necessary to provide the Services.

C. City and Consultant wish to enter into an agreement whereby City will retain Consultant to provide the Services.

D. This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3208(a) because the Agreement/Purchase Order expenditure will not exceed \$24,900.00

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, City and Consultant agree as follows:

ARTICLE 1 CONSULTANT SERVICES

1.1 Scope of Services. Consultant shall provide the Services to City as described in Exhibit A, Scope of Services, at the rate described in the Compensation and Fee Schedule, attached hereto as Exhibit B, in accordance with the Time Schedule, attached hereto as Exhibit C, in accordance with the City's General Terms and Provisions attached hereto as Exhibit D.

1.2 Contract Administrator. The Public Utilities Department (Department) is the Contract Administrator for this Agreement. Consultant shall provide the Services under the direction of a designated representative of the Department as follows:

Ricardo Calzada-Perez, Associate Engineer - Civil
Public Utilities Department
619-533-5123
RCalzadaPere@sandiego.gov

1.3 Written Authorization. City shall issue a written authorization to proceed before Consultant is authorized to perform Services.

1.4 Duty to Inform City of Changes in Scope of Services. Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services, Compensation and Fee Schedule, or Time Schedule, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve Consultant from its duty to render all Services in accordance with applicable law and industry standards.

1.5 Competitive Bidding. If applicable, Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding. Consultant shall prepare such plans, specifications, studies, or reports so that procurement of services, labor or materials are not available from only one source, and shall not prepare plans, specifications, studies, or reports around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by City. Consultant shall submit this written justification to City prior to beginning work on such plans, specifications, studies, or reports. Whenever Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Services.

ARTICLE 2 DURATION OF AGREEMENT

2.1 Term. This Agreement shall be for a period of **one (1) year** or until the completion of the Services beginning on the Effective Date.

2.2 Effective Date. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement and approved by the City Attorney in accordance with San Diego Charter Section 40 (Effective Date).

article 3 COMPENSATION

3.1 Amount of Compensation. City shall pay Consultant for performance of all Services rendered in accordance with this Agreement in an amount **not to exceed \$24,900.00.**

3.2 Additional Services. City may require Consultant to perform additional Services beyond those described in the Scope of Services (Additional Services). Before Consultant commences such work, the Parties must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with Section 3.3.

3.3 Manner of Payment. City shall pay Consultant in accordance with the Compensation and Fee Schedule. Consultant is not entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation

and Fee Schedule. Consultant shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information, including but not limited to the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. City will pay undisputed portions of invoices within thirty calendar days of receipt.

3.4 Additional Costs. Additional Costs are costs that can be reasonably determined to be related to Consultant's errors or omissions, and may include Consultant, City, or Subcontractor overhead, construction, materials, demolition, and related costs. Consultant shall not be paid for the Services required due to the Consultant's errors or omissions, and Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, to Consultant. Whether or not there are any monies due, or becoming due, Consultant shall reimburse City for Additional Costs due to Consultant's errors or omissions.

3.5 Eighty Percent Notification. Consultant shall promptly notify City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater than the maximum compensation for this Agreement.

ARTICLE 4 WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE 5 CONSULTANT'S OBLIGATIONS

5.1 Right to Audit. City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subcontractor's premises, to review and audit Consultant's or Subcontractor's compliance with the provisions of this Agreement (City's Right). City's Right includes the right to inspect, photocopy, and retain copies of any and all books, records, documents and any other information (Records) relating to this Agreement outside of Consultant's premises if deemed necessary by City in its sole discretion. City shall keep these Records confidential to the extent permitted by law.

5.1.1 Audit. City's Right includes the right to examine Records of procedures and practices that City determines are necessary to discover and verify that Consultant or Subcontractor is in compliance with all requirements under this Agreement.

5.1.2 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to Records that the City determines are necessary

to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

5.1.3 Accounting Records. Consultant and all subcontractors shall maintain complete and accurate Records in accordance with generally accepted accounting practices. Consultant and Subcontractors shall make available to City for review and audit all Records relating to the Services. Upon City's request, Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to City.

5.1.4 City's Right Binding on Subcontractors. Consultant shall include City's Right as described in this Section 5.1 in any and all of their subcontracts and shall ensure that these sections are binding upon all Subcontractors.

5.2 Subcontractors. Consultant's hiring or retaining of any third parties (Subcontractors) to perform Services (Subcontractor Services) is subject to City's prior written approval. Consultant shall list all Subcontractors known to Consultant on the Subcontractor List at the time this Agreement is entered. Consultant shall give written notice to the City of the need at least 45 days before entering into a contract for such Subcontractor Services. Consultant's notice shall include a justification, a description of the Scope of Services, and an estimate of all costs for Subcontractor Services. Consultant may request that City reduce the 45-day notice period. City agrees to consider such requests in good faith.

5.2.1 Subcontractor Contract. Consultant shall require Subcontractor to obtain and maintain insurance policies as required by City for the duration of this Agreement. Consultant shall determine Subcontractor policy limits and required endorsements proportionate to the services performed by Subcontractor.

5.2.1.1 Consultant is obligated to pay Subcontractor, for Consultant and City-approved invoice amounts, out of amounts paid by City to Consultant not later than fourteen working days from Consultant's receipt of payment from City. Nothing in this paragraph shall be construed to impair the right of Consultant and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

5.2.1.2 If Subcontractor's performance is deficient, Consultant shall notify City in writing of any withholding of payment to Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action Subcontractor must take in order to receive the amount withheld. Once Subcontractor corrects the deficiency, Consultant shall pay Subcontractor the amount withheld within fourteen working days of the Consultant's receipt of City's next payment.

5.2.1.3 City shall not be made a party to any judicial or administrative proceeding to resolve any dispute between Consultant and Subcontractor. Consultant agrees to defend and indemnify the City as described in the City's General Terms and Provisions, attached hereto as Exhibit D, and incorporated by reference, in any dispute between Consultant

and Subcontractor should City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

5.2.1.4 Subcontractor must comply with the City's Equal Opportunity Contracting Program requirements.

5.2.1.5 City is an intended beneficiary of any work performed by Subcontractor for purposes of establishing a duty of care between Subcontractor and City.

5.3 Consultant Award Tracking Form. Consultant shall submit information to City as requested in Consultant Award Tracking Form. The information shall include the dollar amount awarded during the period covered by the Consultant Award Tracking Form.

5.4 Consultant and Subcontractor Principals for Consultant Services. This Agreement is for unique Services. City has retained Consultant based on Consultant's particular professional expertise as exhibited by the following members of the Consultant's organization: Paul R. Brown, AICP, President and Project Manager (the Project Team). Consultant may not delegate the performance of Services to other members of Consultant's organization or to Subcontractors without City's prior written consent. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Services and may not be removed from the Project without the City's prior written approval. City may consider Consultant in default of this Agreement if any member of the Project Team is prevented from providing Services without City's prior written approval. Consultant must consult City as to any replacement if any member of the Project Team becomes unavailable. City may terminate this Agreement if City does not approve of a proposed replacement. Further, City reserves the right, after consultation with Consultant, to require any of Consultant's employees or agents to be removed from providing Services under this Agreement.

5.5 Consultant Evaluation. City will evaluate Consultant's performance using the Consultant Evaluation Form.

ARTICLE 6 CONTRACT DOCUMENTS

6.1 Contract Documents. This Agreement and its exhibits constitute the Contract Documents. The Contract Documents completely describes the Services to be provided. The exhibits are as follows:

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's General Terms and Provisions

6.2 Submittals Required with the Agreement. Consultant is required to submit the following forms and information before the Agreement is executed:

Contractor Standards Pledge of Compliance
Work Force Report
Insurance Certificates with all endorsements - Proof of Professional Liability Insurance (Errors and Omissions)
Consultant Award Tracking Form
Contractors Certification of Pending Actions
Conflict of Interest Certification
Statement of Economic Interest, Form 700, if required by the City and with the scope as directed by the City

6.3 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by City and Consultant acting by and through their authorized officers.

CONSULTANT
Paul Redvers Brown, Inc.

BY: _____

Print Name: _____

DATE SIGNED

CITY OF SAN DIEGO
A Municipal Corporation

BY: _____

Print Name: _____
Director
Purchasing & Contracting Department

DATE SIGNED

Approved as to form this ____ day of _____, 20____.

MARA W. ELLIOTT, City Attorney

BY: _____

Deputy City Attorney

EXHIBIT A SCOPE OF SERVICES

A. OVERVIEW

The City of San Diego (City) has initiated discussions with members of the Metro Wastewater Joint Powers Authority (JPA) and will be holding regular meetings to discuss and agree upon the terms of the Second Revised and Restated Wastewater Disposal Agreement. The objective of this consulting services agreement work is for the consultant to prepare for and facilitate the discussions between the City Public Utilities Department (PUD), the members of the JPA, and other related parties and to assist in advancing the Second Revised and Restated Wastewater Disposal Agreement.

B. REQUIREMENTS AND TASKS

Paul Redvers Brown, Inc shall prepare for, attend, and facilitate regular meetings with PUD staff, Metro JPA members, 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. ROLES AND RESPONSIBILITIES

Consultant's General Roles and Responsibilities

With respect to all services provided to the PUD, 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 City.

Maintain open and regular communication throughout the project with PUD staff.

Communications will be held via telephone, and/or virtual meeting platforms such as Microsoft Team.

Task 2. Preparation for Meetings

Review of available background documents, information and material for the Second Revised and Restated Wastewater Disposal Agreement.

Consultant Agreement

OCA Doc. No. 1452203_2 Rev. 2020-02-282020-02-28T00:00:00

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 City-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
COMPENSATION AND FEE SCHEDULE

City shall pay Consultant the Project Team hourly rates for actual work performed in accordance with this Agreement. The maximum compensation amount is \$24,900.00.

If overtime is required, it shall be approved in writing by Ricardo Calzada-Perez.

Project Team Hourly Rates

Project Team Member	Hourly Rate
Paul R. Brown, AICP, President and Project Manager	

Item	Per Unit Charge
Hourly Rate	
Mileage	\$0.575

- NOTES:**
- Mileage reimbursement rate will be at current City of San Diego mileage 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
TIME SCHEDULE

This Agreement shall be for a period of one (1) year or until the completion of the Services beginning on the Effective Date, the date it is executed by the last Party to sign the Agreement and approved by the City Attorney in accordance with San Diego Charter Section 40 (Effective Date)

ATTACHMENT 4

PURE WATER
2ND AMENDMENT
CH2M HILL ENGINEERS,
INC.
FOR DESIGN
ENGINEERING
SERVICES
NORTH CITY WATER
RECLAMATION PLANT
EXPANSION

METRO JPA/TAC
Staff Report
Date: 5/19/2021

Project Title:

Pure Water Program – Amendment No. 2 to the Agreement with CH2M Hill Engineers, Inc. for Design Engineering Services for the North City Water Reclamation Plant Expansion and Influent Conveyance Project

Presenter(s) Name:

John Stufflebean

Presenter(s) Title:

Assistant Director

Requested Action:

Approve Amendment No. 2 to the design engineering services agreement between the City of San Diego and CH2M Hill Engineers, Inc. for the North City Water Reclamation Plant Expansion and Influent Conveyance Project and forward item to Metro JPA/ Metro Commission for approval. Amendment No. 2 is for a total not to exceed amount of \$7,298,826, which will be utilized for construction support services. This action will also extend the contract term for an additional 5 years.

Recommendations:

Approve Amendment No. 2 to the design agreement

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 <input checked="" type="checkbox"/> No <input type="checkbox"/>
Cost breakdown between Metro & Muni:	It is <u>estimated</u> that the funding will be allocated as follows: Water: 20% (approximately \$1,459,765.20), Wastewater: 80% (approximately \$5,839,060.80) (Metro: 100%, Muni: 0%).
Fiscal impact to the Metro JPA:	33.5% of Metro cost (approximately \$1,956,085.37)

Capital Improvement Program:

New Project?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
Existing Project?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Upgrade/addition <input type="checkbox"/> Change <input type="checkbox"/>

Previous TAC/JPA Action:

None

Additional/Future Action:

Present item to Metro JPA/ Metro Commission for approval in June 2021

City Council Action:

City Council approval is anticipated in July 2021

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

San Diego's imported water supplies face increasing stresses from a variety of sources. As a result, the region's supplies are becoming less reliable and more expensive. These circumstances, and the threat limitation on San Diego's water supplies, have intensified the need for new sources of water. Pure Water San Diego is the City of San Diego's 20-year program to provide a safe, secure and sustainable local drinking water supply for San Diego. Recycled water will be turned into drinkable water through the use of water purification technology. Further, Pure Water's system-wide reuse will significantly reduce flows to the Point Loma Wastewater Treatment Plant and will make San Diego more water independent. On April 29, 2014, City Council adopted Resolution Number R-308906 supporting the Pure Water Program. Pure Water implementation includes design and construction of new treatment and conveyance facilities. To ensure quality design and construction of future Pure Water facilities, the Public Utilities Department has elected to obtain professional engineering and technical services for completing the design work.

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

One of the currently on-going projects that is being executed under the Pure Water Program is the expansion of the existing North City Water Reclamation Plant (NCWRP). The NCWRP treats wastewater from several San Diego Communities and distributes recycled water for irrigation and industrial purposes in the northern San Diego region. As part of the Pure Water Program implementation, the NCWRP will be expanded so the facility can treat an average annual flow of 52 million gallons per day (mgd), continue serving recycled water customers, and provide tertiary-treated water to the Pure Water Facility so it can produce 30 mgd of pure water.

In October 2016, the City awarded an agreement to CH2M Hill Engineers, Inc. to perform design and construction support services for the North City Water Reclamation Plant Expansion and Influent Conveyance project. The original Agreement is on file in the Office of the City Clerk as Document No. R-310738. The said Agreement was issued for an amount not to exceed \$17,198,752 for a duration of five (5) years.

In October 2018, City Council approved Amendment No. 1 (R-311991) for a total not the exceed amount of \$2,500,000 to provide the necessary funding for additional design efforts and to support future unanticipated and unforeseen design and engineering support services. Thus, the total contract amount was increased from \$17,198,752 to \$19,698,752.

Since the initiation of the design and through the completion of the design efforts for all of the NCWRP construction packages, it was realized that a larger level of effort will be required to support a project of this magnitude. As the overall design advanced, the project increased in complexity which in turn required additional budget for construction support services to cover all supplementary tasks which were not accounted for initially. Such as a higher number of submittals, RFI's, inspections, and other tasks.

In addition to, the majority of the original construction budget was utilized to complete the Early Site Work package, which consisted of grading, excavation, site civil work and utility relocations to prepare the NCWRP in advance of the "main" plant expansion work. Overall, the level of effort to support the Early Site Work package for construction inspection, site staffing, review of submittals and RFI's, and overall construction support depleted the original allotted budget for construction support services under the design agreement. As a result, the City of San Diego requested for CH2M Hill Engineers, Inc. to submit a proposal to address the required budget for future construction support services that are needed to complete the NCWRP Expansion project. In response to this request, the consultant submitted a proposal for Amendment No. 2 with the intent to replenish the construction support services budget.

Amendment No. 2 to the design agreement with CH2M Hill Engineers, Inc. will provide the necessary funding to support all the related construction support services. The consultant will perform the following tasks: review of submittals and shop drawings, respond to RFI's, attend project construction meetings, prepare record drawings, provide facility commissioning support, geotechnical and structural observations, prepare various permit applications, preparation of operation and maintenance manuals, commission support and provide as-needed technical support. Amendment No. 2 is for a total not to exceed amount of \$7,298,826 which in turn will increase the total contract amount from \$19,698,752 to \$26,997,578.

In addition, Amendment No. 2 will extend the contract term for an additional 5 years in order to complete all of the required work for the NCWRP Expansion project. As a result, the total contract duration is for 10 years and aligns with the overall construction schedule for the Pure Water Program.

Bid Results: *If bidding was done provide bidding format and results*
N/A

ATTACHMENT 5

PURE WATER
3RD AMENDMENT
AECOM TECHNICAL
SERVICES, INC.
FOR DESIGN
ENGINEERING
MORENA PUMP
STATION AND
CONVEYANCE SYSTEM

METRO JPA/TAC
Staff Report
Date: 5/19/2021

Project Title:

Pure Water Program – Amendment No. 3 to the Agreement with AECOM Technical Services, Inc. for Design Engineering Services for the Morena Pump Station and Conveyance System Project

Presenter(s) Name:

John Stufflebean

Presenter(s) Title:

Assistant Director

Requested Action:

Approve Amendment No. 3 to the design engineering services agreement between the City of San Diego and AECOM Technical Services, Inc. for the Morena Pump Station and Conveyance System project; and forward item to Metro JPA/ Metro Commission for approval. Amendment No. 3 is for a total not to exceed amount of \$5,801,751, which will be utilized for construction support services. This action will also extend the contract term for an additional 5 years.

Recommendations:

Approve Amendment No. 3 to the design agreement

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:**

It is estimated that the funding will be allocated as follows:
 Wastewater: 88% (approximately \$5,105,541), Water: 12%
 (approximately \$696,210) (Metro: 100%, Muni: 0%).

**Fiscal impact to the Metro
 JPA:**

33.5% of Metro cost (approximately \$1,710,356)

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 for approval on June 2021.

City Council Action:

City Council approval is anticipated on July 2021.

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

San Diego's imported water supplies face increasing stresses from a variety of sources. As a result, the region's supplies are becoming less reliable and more expensive. These circumstances, and the threat limitation on San Diego's water supplies, have intensified the need for new sources of water. Pure Water San Diego is the City of San Diego's (City) 20-year program to provide a safe, secure and sustainable local drinking water supply for San Diego. Recycled water will be turned into drinkable water through the use of water purification technology. Further, Pure Water's system-wide reuse will significantly reduce flows to the Point Loma Wastewater Treatment Plant (PLWTP) and will make San Diego more water independent. On April 29, 2014, City Council adopted Resolution Number R-308906 supporting the Pure Water Program. Pure Water implementation includes design and construction of new treatment and conveyance facilities. To ensure quality design and construction of future Pure Water facilities, the Public Utilities Department has elected to obtain professional engineering and technical services for completing the design work.

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

One of the currently on-going projects that is being executed under the Pure Water Program is the Morena Pump Station and Conveyance project which will convey annual average of 32 million gallons per day (mgd) of wastewater via a 48-inch diameter force main to the North City Water Reclamation Plant (NCWRP). It will return an annual average 6 mgd of brine waste created from the reverse osmosis process at the North City Pure Water facility (NCPWF) and an annual average of 4 mgd of centrate created from the centrifuges at the Metropolitan Biosolids Center (MBC). The brine will be returned via a 30-inch diameter pipeline to a discharge junction structure downstream of the Morena Pump Station influent piping. Both pipelines will be approximately 10.7 miles long and predominantly reside in a common trench for much of the alignment.

In December 9, 2016, the City executed an agreement with AECOM Technical Services, Inc. to perform design and construction support services for the Morena Pump Station and Conveyance Project. The original Agreement is on file in the Office of the City Clerk as Document No. R-310735. The said Agreement was issued for an amount not to exceed \$15,875,255 for a duration of five (5) years.

On May 25, 2018, City Council approved Amendment No. 1 to the original agreement with AECOM Technical Services, Inc. to revise the Phased Funding Schedule at no additional cost, by moving funds from later phases to earlier phases to provide the design professional (AECOM) adequate funding to complete the design and avoid delays in project delivery and start of the construction phase of the project.

For Amendment No. 2 to the phase funded agreement with AECOM Technical Services, Inc., this is to revise Exhibit B – Compensation and Fee Schedule at no additional cost, by transferring \$1,053,114 from Phase C – Construction Phase Services into Phase A – Design Services. Additionally, Phase A – Design Services will reallocate unused funds from several task groups and transfer it into Task Group 7 – Final Design Services.

Since the initiation of the design and through the completion of the design efforts for all 4 construction packages for Morena Pump Station and Conveyance System project, it has been determined that additional construction support services are needed to support projects at this magnitude. As the design of these projects advanced, the design team re-evaluated the efforts that will be needed during the construction. It was determined that higher number of Request for Information (RFI), submittals, coordination meetings, special inspections, and other technical services are required that was not anticipated initially at the beginning of the design. As a result, the City of San Diego requested for AECOM Technical Services, Inc. to submit a proposal to address the required budget for future

construction support services that are needed to complete Morena Pump Station and Conveyance System project.

The Amendment No. 3 to the design agreement with AECOM Technical Services, Inc. will replenish the funding reallocation that was done as part of Amendment 2 as well as provide the necessary funding to support all the related construction support services. The consultant will perform the following services: request for clarifications and deviations, submittal and shop drawings, clarifications for change orders, record documents, project meetings, site visits, substantial completion certification, finalization of operation and maintenance manuals, as built drawings, substitution requests and start up assistance. Amendment No. 3 is for a total not to exceed amount of \$5,801,751 which in turn will increase the total contract amount from \$15,875,255 to \$21,677,006.

In addition, Amendment No. 3 will extend the contract term for an additional 5 years in order to complete all of the required work for the Morena Pump Station and Conveyance System project. As a result, the total contract duration is for 10 years and aligns with the overall construction schedule for the Pure Water Program.

Bid Results: *If bidding was done provide bidding format and results*
N/A

ATTACHMENT 6

INDUSTRIAL WASTEWATER CONTROL COMMITTEE

WHICH INDUSTRIES ARE AFFECTED?

There are approximately 15,000 nonresidential customer accounts in the Metropolitan Service Area. The industries and businesses of interest to the Metropolitan Industrial Waste Program are asked to complete an Industrial Waste Discharge Permit Application. Some of these industries may discharge nonprocess wastewater only or no wastes at all. Data on these industries will be put into a computerized data management system solely for the purpose of maintaining an inventory of wastewater sources. An Industrial Waste Discharge Permit for these sites will not be required.

Most of the remaining industries will be required to obtain an Industrial Discharge Permit. Generally, these industries will fall into one of the following categories:

TABLE 1
INDUSTRIAL CATEGORIES

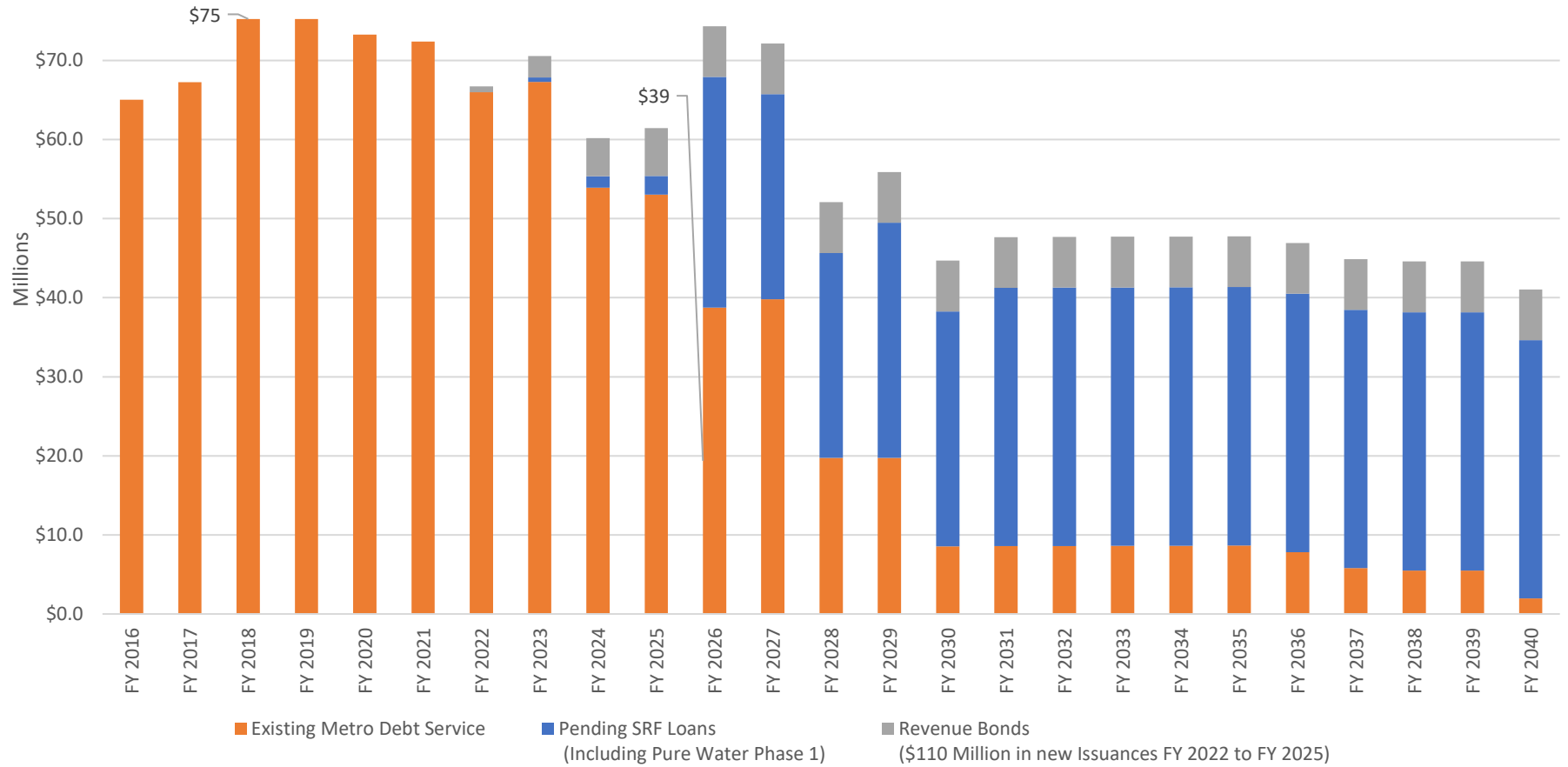
Adhesives and Sealants Mfg.	Laboratories
Aluminum Forming	Laundries
Asbestos Mfg.	Leather Tanning and Finishing
Auto Repair	Metal Finishing
Battery Mfg.	Metal Molding and Casting
Bottling Plants	Nonferrous Metals Forming
Canneries	Ore Mining and Dressing
Car/Truck Washes	Organic Chemicals Mfg.
Cement Mfg.	Packing Houses
Coal Mining	Paint Formulation
Coil Coating	Petroleum Refining
Copper Forming	Pesticides Mfg.
Electrical and Electronic	Pharmaceuticals Mfg.
Products Mfg.	Photoprocessing
Electroplating	Plastics Molding and Forming
Explosives Mfg.	Porcelain Enameling
Feed Lots	Printing and Publishing
Fertilizer Mfg.	Pulp, Paper and Paperboard Mfg.
Food Processing Plants	Rendering
Glass Mfg.	Rubber Processing
Gum and Wood Chemicals Mfg.	Soaps and Detergents Mfg.
Hospitals	Steam Electric Power Generation
Ink Formulation	Tars and Asphalt Mfg.
Inorganic Chemicals Mfg.	Textile Mills
Iron and Steel Mfg.	Timber Products Processing

Industries within these categories have been identified as potential dischargers of either prohibited wastes or toxic pollutants. Table 2 lists the toxic pollutants identified by the Environmental Protection Agency (EPA).

ATTACHMENT 7a

METRO DEBT SCHEDULE

Metro Debt Service FY 2016 to FY 2040



ATTACHMENT 9

METRO CAPITAL IMPROVEMENT PROGRAM AND FUNDING SOURCES



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: May 12, 2021

TO: Metro Technical Advisory Committee (Metro TAC)

FROM: Surraya Rashid, Deputy Director, Public Utilities Department

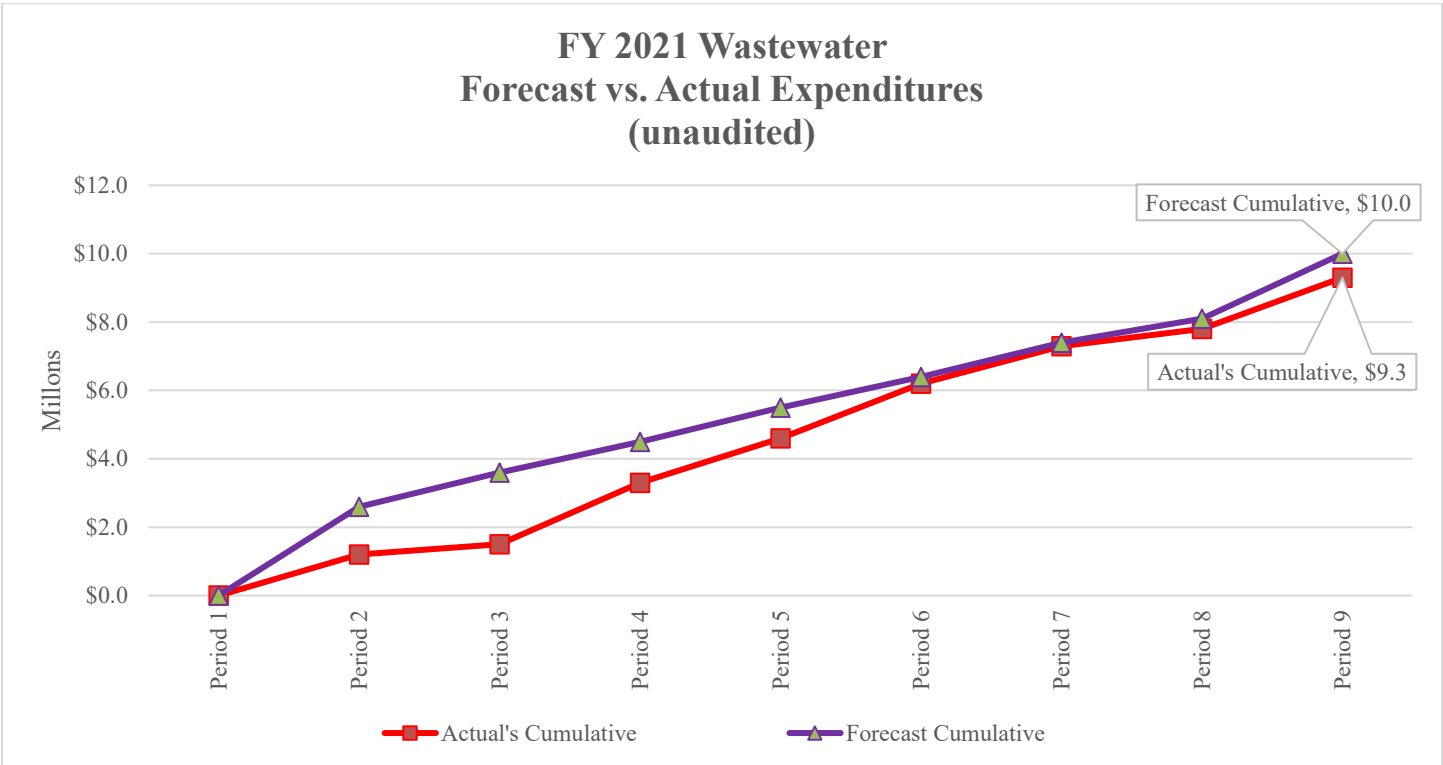
SUBJECT: FY2021 Capital Improvements Projects (CIP) Report – 3rd Quarter

The Public Utilities Department hereby submits the FY2021 CIP updates for the period of January 1, 2021 through March 31, 2021.

The report includes the following:

- Forecast versus actual expenditures report
- Projects expenditure updates

FORECAST VERSUS ACTUAL EXPENDITURES UPDATES



WASTEWATER PROJECTS

FY 2021 - 3rd Quarter (Financial Data run March 31, 2021)

NOTES:
- Wastewater projects are separated into Muni and Metro

WASTEWATER PROJECTS									Planning/Design/Award Phase			Construction Phase		
WBS	Project Name	Status	Estimated Total Project Cost	Project to Date Expenditures	Encumbrance at FY21, Pd 9	Project Balance (Revised Proj Cost less Expenditures less Encumbrances)	% Spent (Expenditures /Revised Project Cost)	Start Date	COSS Final Design Approval - End	Final Design Approval - End	Final Design Approval - End Variance	COSS BO/BU	BO/BU	BO/BU Variance
LARGE SEWER PUMP STATIONS - METRO														
S00312	PS2 Power Reliability & Surge Protection	Construction	\$75,600,800	\$59,257,417	\$12,634,260	\$3,709,124	78.38%	11/1/2010	2/8/2016	9/20/2016	165	8/30/2019	9/23/2022	822
B19050	PS1 and 2 Cooling Tower Replacement	Construction	\$825,400	\$1,147,095	\$35,750	-\$357,445	138.97%	8/15/2018	TBD	12/1/2019		TBD	11/11/2020	
OTHER - METRO														
B20001	STORM WATER DIVERSION AT THE PLWTP	Design	\$5,233,240	\$613,165	\$483,795	\$4,136,280	11.72%	7/26/2019	TBD	12/30/2021		TBD	12/30/2022	
B20002	STORM WATER DIVERSION AT THE SBWRP	Design	\$3,908,100	\$350,653	\$496,981	\$3,060,465	8.97%	8/1/2019	TBD	8/31/2021		TBD	9/30/2022	
B19197	STORM DRAIN DIVERSION AT THE MBC	Design	\$3,481,800	\$578,274	\$57,558	\$2,845,969	16.61%	6/24/2019	TBD	7/30/2021		TBD	3/30/2023	
S00319	EMT&S Boat Dock Esplanade	Bid / Award	\$3,333,000	\$668,528	\$80,935	\$2,583,537	20.06%	4/2/2018	11/30/2012	3/30/2020	1963	6/30/2018	3/28/2022	1003
SEWER TREATMENT PLANTS - METRO														
B18031	Ultraviolet Disinfection System Replacement	Construction	\$4,544,156	\$3,889,516	\$886,281	-\$231,641	85.59%	10/2/2017	TBD	1/8/2019		TBD	7/2/2020	
B16165	MBC Cooling Water System Chiller Upgrade	Post Construction	\$4,405,727	\$4,193,700	\$58,098	\$153,929	95.19%	8/1/2016	TBD	12/19/2018		TBD	7/17/2020	
B20137	PLWTP Scum Injection Concentrators Improvements	Design	\$2,987,400	\$79,410	\$0.00	\$2,907,990	2.66%	6/9/2020	TBD	9/30/2022		TBD	5/21/2024	
B20121	Metro Biosolids Ctr Gas Detection Syst Replacement	Design	\$3,049,000	\$136,752	\$359,668	\$2,552,580	4.49%	5/1/2020	TBD	4/12/2022		TBD	11/28/2023	
B19066	SBWRP Variable Frequency Drive Repl	Construction	\$955,500	\$197,582	\$508,292	\$249,626	20.68%	9/4/2018	TBD	4/2/2020		TBD	8/17/2021	
B20122	SBWRP Reverse Osmosis System	Design	\$10,700,000	\$109,202	\$0.00	\$10,590,798	1.02%	5/18/2020	TBD	3/30/2023		TBD	12/31/2024	
B20148	NCWRP - Chiller Replacement	Design	\$1,613,600	\$34,517	\$0.00	\$1,579,083	2.14%	6/15/2020	TBD	9/30/2021		TBD	10/31/2022	

ATTACHMENT 13

METROTAC WORK PLAN

Metro TAC & JPA Work Plan
Active & Pending Items
January 2021
Updated Items in Red Italics

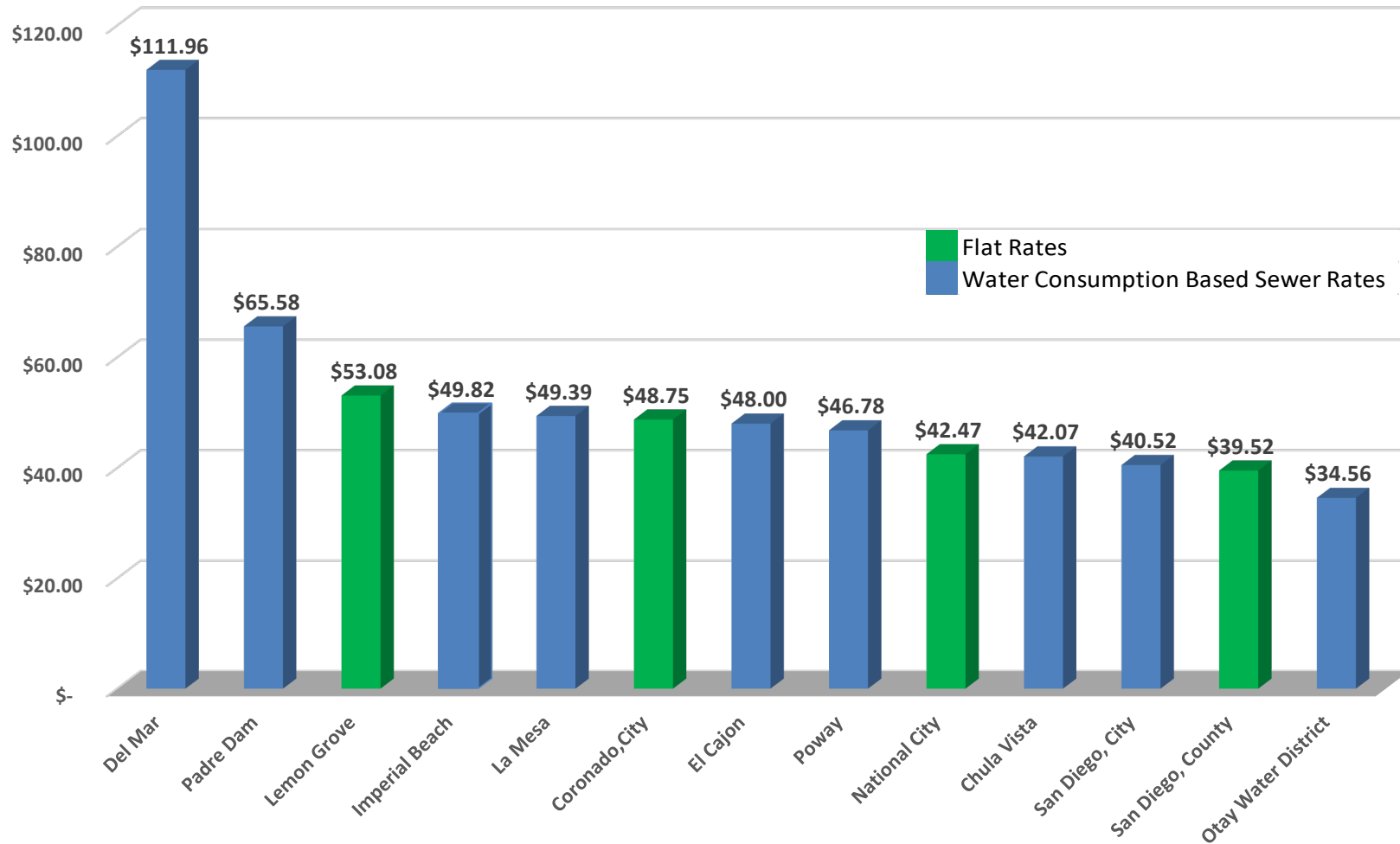
Active Items	Description	Member(s)
SB 332 Working Group	SB 332 (Hertzberg/Weiner) relates to wastewater treatment for recycled water and agencies with ocean outfalls. It requires the entity that owns the wastewater treatment facility that discharges through an ocean outfall and affiliated water suppliers (it defines water not wastewater suppliers) to reduce the facilities annual flow as compared to the average annual dry weather wastewater discharge baseline volume as prescribed by at least 50% on or before January 1, 2030 and by at least 95% on or before January 1, 2040. The working group was formed to track the process of this legislation.	<i>Yazmin Arellano Beth Gentry Hamed Hashemian</i>
Muni Transportation Rate Study Working Group	6/19: Working Group has presented an alternative plan which the City is reviewing.	Roberto Yano Yazmin Arellano Dan Brogadir Carmen Kasner Mark Niemiec Dexter Wilson SD staff
Point Loma Permit Ad Hoc	Metro Commission/JPA Ad Hoc established 9/17. GOAL: Create regional water reuse plan so that both a new, local, diversified water supply is created AND maximum offload at Point Loma is achieved to support legislation for permanent acceptance of Point Loma as a smaller advanced primary plant. Minimize ultimate Point Loma treatment costs and most effectively spend ratepayer dollars through successful coordination between water and wastewater agencies. <i>1/21 This group continues to meet as needed.</i>	Jerry Jones Jim Peasley Ed Spriggs Bill Baber Jill Galvez Metro TAC staff & JPA consultants
Phase II Pure Water Facilities Working Group	Created to work with SD staff & consultants on determining Phase II facilities and costs. <i>1/21: Alternatives have been narrowed to two.</i>	Roberto Yano Scott Tulloch Dexter Wilson SD staff & consultants
Phase I Financial Implementation Working Group	This working group was formed to continue to work on Section 2.9.1 and other financial implementations issues in Exhibit F associated with the Amended Restated Agreement. <i>1/21: Group will start meeting once the ARA is fully signed (January 2021) on a regular basis with a goal to complete all tasks by 1/22.</i>	Roberto Yano Karyn Keese Dexter Wilson SD staff & consultants
Phase II Disposal Agreement Working Group	This group was created to negotiate the 2 nd Amended Restated Agreement ARA2) which will incorporate the completed financial and other items from the first ARA. <i>1/21: Working Group is meeting with SD staff to set up framework for ARA2 process.</i>	Roberto Yano Eric Minicilli Karyn Keese Scott Tulloch Dexter Wilson SD staff & consultants
Industrial Wastewater Control Committee	Formed to work with San Diego on new standards for industrial waste discharge and cost allocation of same. <i>1/21: SD is trying to formalize a pretreatment rate case and has hired a consultant. Monthly updates are presented at TAC.</i>	Beth Gentry Interested JPA members Dexter Wilson SD Staff & Consultants



Metro TAC & JPA Work Plan
Active & Pending Items
January 2021
Updated Items in Red Italics

Active Items	Description	Member(s)
JPA Website Update Working Group	The JPA Website, especially the New Director Manual, has not been updated for several years. <i>1/21: Working group has started revisions and is looking for technical members to assist.</i>	Roberto Yano Karyn Keese Lori Peoples
Exhibit E Audit	<i>1/21: FY2019 Exhibit E audit is in fieldwork stage. JPA team reviewing SD responses to sample questions.</i>	Karen Jassoy Karyn Keese Dexter Wilson
IRWMP	JPA Members should monitor funding opportunities at: http://www.sdirwmp.org <i>1/21: Beth Gentry continues to give monthly TAC updates. Details can be found in minutes of each meeting.</i>	Yazmin Arellano Beth Gentry
Changes in wastewater/water legislation	BBK, Metro TAC and the Board should monitor and report on proposed and new legislation or changes in existing legislation that impact wastewater conveyance, treatment, and disposal, including recycled water issues	BBK JPA members as appropriate

Sewer Rate Comparison for Metro Participating Agencies
Single Family Monthly Rates Based on 7 HCF of Water Usage
Effective January 1, 2021 for FY 2021



Metro TAC Participating Agencies Selection Panel Rotation

Agency	Representative	Selection Panel	Date Assigned
County of San Diego	Dan Brogadir	As-Needed Condition Assessment Contract	3/24/2015
Chula Vista	Roberto Yano	Out on Leave	6/10/15
La Mesa	Greg Humora	North City to San Vicente Advanced Water Purification Conveyance System	6/10/15
Poway	Mike Obermiller	Real Property Appraisal, Acquisition, and Relocation Assistance for the Public Utilities Department	11/30/15
El Cajon	Dennis Davies	PURE WATER RFP for Engineering Design Services	12/22/15
Lemon Grove	Mike James	PURE WATER RFP Engineering services to design the North City Water reclamation Plant and Influence conveyance project	03/16/15
National City	Kuna Muthusamy	Passes	04/04/2016
Coronado	Ed Walton	As-Needed Environmental Services - 2 Contracts	04/04/2016
Otay Water District	Bob Kennedy	As Needed Engineering Services Contract 1 & 2	04/11/2016
Del Mar	Eric Minicilli	Pure Water North City Public Art Project	08/05/2016
Padre Dam	Al Lau	Biosolids/Cogeneration Facility solicitation for Pure Water	08/24/2016
County of San Diego	Dan Brogadir	Pure Water North City Public Art Project	08/10/2016
Chula Vista	Roberto Yano	Design Metropolitan Biosolids Center (MBC) Improvements Pure Water Program	9/10/2016
La Mesa	Greg Humora	Design of Metropolitan Biosolids Center (MBC) Improvements	9/22/16
Poway	Mike Obermiller	Electrodialysis Reversal (EDR) System Maintenance	12/7/16
El Cajon	Dennis Davies	As-Needed Construction Management Services for Pure Water	3/13/17
Lemon Grove	Mike James	Morena Pipeline, Morena Pump Station, Pure Water Pipeline and Dechlorination Facility, and the Subaqueous Pipeline	8/7/17
National City	Vacant	North City and Miramar Energy Project Landfill Gas and Generation- Pass	1/31/2018
Coronado	Ed Walton	North City and Miramar Energy Project Landfill Gas and Generation	1/31/2018
Otay Water District	Bob Kennedy	As Needed Engineering Services - Contracts 3 and 4 (H187008 & H187009)	2/16/2018
Del Mar	Joe Bride	Request for Proposal Owner Controlled Insurance Program (OCIP) Pure Water – 1 st email sent on 5/23/18 & 2 nd email sent on 5/29/18	5/23/18
Padre Dam	Al Lau	Request for Proposal Owner Controlled Insurance Program (OCIP) Pure	5/31/18

		Water (Mark Niemiec will participate)	
County of San Diego	Dan Brogadir	Request for Owner Controlled Insurance Program Interview (Pure Water)	2/25/19
Chula Vista	Frank Rivera Beth Gentry	Request for Owner Controlled Insurance Program Interview (Pure Water)	2/26/19
Imperial Beach	Eric Minicilli	RSP Metro Metering	4/22/2020
La Mesa	Hamed Hashemian		
Poway	Eric Heidemann Troy DePriest		
El Cajon	Dennis Davies Yazmin Arellano		
Lemon Grove	Mike James		
National City	Roberto Yano		
Coronado	Ed Walton		
Otay Water District	Bob Kennedy		
Del Mar	Joe Bride		
Padre Dam	Mark Niemiec Sen Seval		
County of San Diego	Dan Brogadir		
Chula Vista	Frank Rivera		
Imperial Beach	Eric Minicilli		
La Mesa	Hamed Hashemian		
Poway	Eric Heidemann Troy DePriest		
El Cajon	Dennis Davies Yazmin Arellano		
Lemon Grove	Mike James		
National City	Roberto Yano		
Coronado	Ed Walton		
Otay Water District	Bob Kennedy		
Del Mar	Joe Bride		
Padre Dam	Mark Niemiec Sen Seval		
County of San Diego	Dan Brogadir		
Chula Vista	Frank Rivera		
Imperial Beach	Eric Minicilli		
La Mesa	Hamed Hashemian		