



## Regular Meeting of the Metro Commission and Metro Wastewater JPA

### AGENDA

**Thursday, June 3, 2021 - 12:00 p.m.**

*"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."*

DUE TO THE STAY AT HOME ORDER IN CALIFORNIA AND IN ACCORDANCE WITH THE GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20, MEMBERS OF THE METRO COMMISSION/METRO JPA WILL BE PARTICIPATING REMOTELY FOR THIS MEETING AND THERE WILL BE NO LOCATION FOR IN-PERSON ATTENDANCE. METRO COMMISSION/METRO JPA IS PROVIDING ALTERNATIVES TO IN-PERSON ATTENDANCE FOR OBSERVING AND PARTICIPATING IN THE MEETING. FURTHER DETAILS ARE BELOW.

**Note:** Any member of the public may provide comments to the Metro Commission/Metro JPA on any agenda item or on a matter not appearing on the agenda, but within the jurisdiction of the Commission/JPA. Public comments must be submitted to [lpeoples@chulavistaca.gov](mailto:lpeoples@chulavistaca.gov). Please indicate whether your comment is on a specific agenda item or a non-agenda item. When providing comments to the Commission/JPA, it is requested that you provide your name and city of residence for the record. Commenters are requested to address their comments to the Commission/JPA as a whole through the Chair. Comments are limited to four hundred (400) words. If you have anything that you wish to be distributed to the Commission/JPA, please provide it to the Secretary via [lpeoples@chulavistaca.gov](mailto:lpeoples@chulavistaca.gov), who will distribute the information to the members. It is requested that comments and other information be provided at least two (2) hours before the start of the meeting. All comments received by such time will be provided to the Commission/JPA members in writing. In the discretion of the Chair, the first five (5) comments received on each agenda item, or on non-agenda matters, may be read into the record at the meeting. Comments received after the two (2) hour limit will be collected, sent to the Commission/JPA members in writing, and be part of the public record.

The public may participate using the following remote options:

Join Zoom Meeting

<https://us02web.zoom.us/j/83546811144>

Meeting ID: 835 4681 1144

One tap mobile

+16699009128,,83546811144# US (San Jose)

+12532158782,,83546811144# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

June 3, 2021

Metro Commission/Metro  
Wastewater JPA Meeting Agenda

Documentation  
Included

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. PUBLIC COMMENT  
*Opportunity for members of the public to provide comments to the Commission/JPA on any items not on the agenda but within the jurisdiction of the Commission/JPA. Members of the public may use the e-mail noted above to provide a comment.*
- X 4. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF [May 6, 2021](#)
- X 5. **PRESENTATION** – CITY OF SAN DIEGO PUBLIC UTILITIES DEPARTMENT COST OF SERVICES STUDY (Lisa Celaya/Adam Jones) (**Attachment**)
- X 6. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE HIRING OF A FACILITATOR FOR THE SECOND AMENDED AND RESTATED AGREEMENT (Dexter Wilson/John Stufflebean) (**Attachments**)
  - a. Consideration and possible action to approve a Professional Services Agreement with Paul Revers Brown, Inc. for Facilitator Services and a Reimbursement Agreement with the City of San Diego to reimburse Metro JPA for Facilitator Services
  - b. Authorize the Chair to execute the agreements in substantially the form presented, with changes approved by the Chair and reviewed and approved as to form by General Counsel
- X 7. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE 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 (Andrea Demich) (**Attachment**)
- X 8. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE PURE WATER PROGRAM – AMENDMENT NO. 3 TO THE AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR DESIGN ENGINEERING SERVICE FOR THE MORENA PUMP STATION AND CONVEYANCE SYSTEM PROJECT (Andrea Demich) (**Attachment**)
- X 9. **REPORT:** INDUSTRIAL WASTEWATER CONTROL COMMITTEE (Beth Gentry) (**Attachment**)
- X 10. **REPORT:** METRO DEBT SERVICE (Adam Jones) (**Attachment**)

## Documentation

### Included

11. **REPORT**: APRIL 10, 2020 SANITARY OVERFLOW INCIDENT UPDATE (Standing Item) (Tom Rosales)
12. **REPORT**: PT. LOMA TREATMENT PLANT ACCESS ROAD UPDATE (Standing Item) (Tom Rosales)
13. **REPORT**: PURE WATER PHASE II UPDATE (John Stufflebean) (**Attachment**)
14. **REPORT**: CITY OF SAN DIEGO SECONDARY EQUIVALENCY LEGISLATION (Standing Item) (John Stufflebean)
15. **REPORT**: PURE WATER PROGRAM UPDATE (Standing Item) (John Stufflebean)
- X 16. **REPORT**: METRO TAC UPDATE/REPORT (Standing Item) (Roberto Yano) (**Attachment**)
17. **REPORT**: IROC UPDATE (Standing Item) (Jerry Jones)
18. **REPORT**: FINANCE COMMITTEE (Standing Item) (John Mullin)
19. **REPORT**: GENERAL COUNSEL (Standing Item)
  - A. Suggested procedure for processing future meeting per diems
20. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER JPA MEETING **July 1, 2021**
21. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS
22. ADJOURNMENT OF METRO COMMISSION AND METRO WASTEWATER JPA

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

*Materials provided to the Metro Commission and/or Metro Wastewater JPA 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***

*The Metro Commission/Metro Wastewater JPA requests individuals who require alternative agenda format or special accommodations to participate in the Metro Commission/ Metro Wastewater JPA meetings, contact Lori Peoples at [lpeoples@chulavistaca.gov](mailto:lpeoples@chulavistaca.gov). Requests for disability-related modifications or accommodations require different lead times and should be provided at least 72-hours in advance of a meeting.*

### **Metro JPA 2021 Meeting Schedule**

January 7, 2021  
April 1, 2021  
July 1, 2021  
October 7, 2021

February 4, 2021  
May 6, 2021  
August 5, 2021  
November 4, 2021

March 4, 2021  
June 3, 2021  
September 2, 2021  
December 2, 2021

ATTACHMENT 4

ACTION MINUTES FOR

THE REGULAR MEETING

OF

MAY 6, 2021

(ATTACHMENT TO FOLLOW)

# ATTACHMENT 5

CITY OF SAN DIEGO

COST OF SERVICE STUDY

Public Utilities Department

# Wastewater Cost of Service Study

Lisa Celaya, Assistant Director  
Adam Jones, Finance Deputy Director

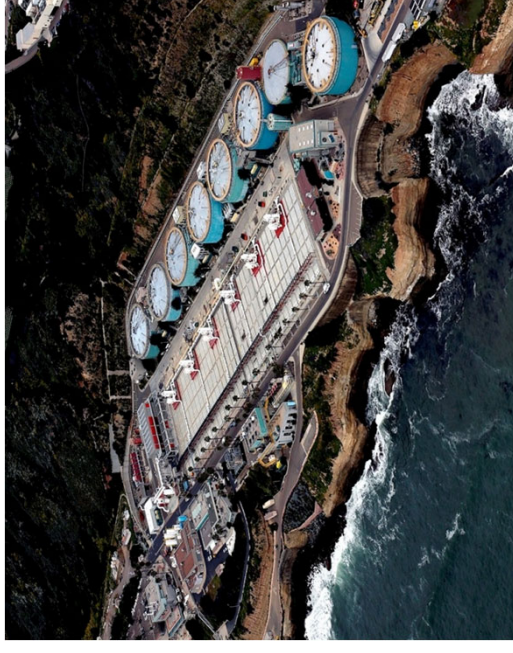




# Executive Summary/Background

## Wastewater Rate Adjustments

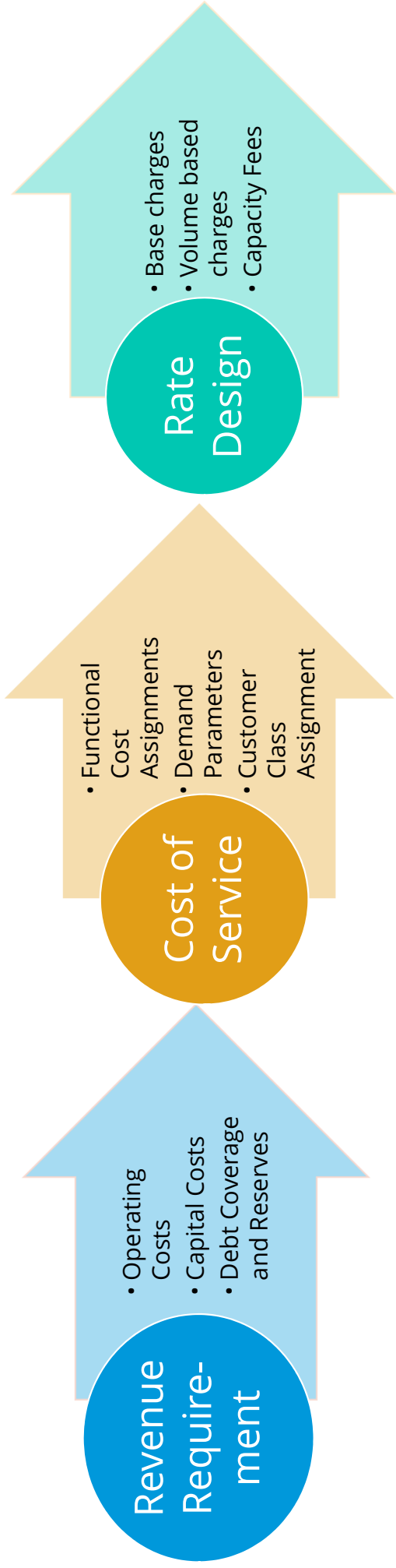
- March 25<sup>th</sup>, 2021 Public Utilities released the wastewater cost of service study
- Rate adjustments governed by California Proposition 218 (proportional to user costs, strict noticing requirement)
- Wastewater cost/rate structure last studied in FY07
- Last rate increase for wastewater went into effect in FY12



Point Loma Wastewater Treatment Plant

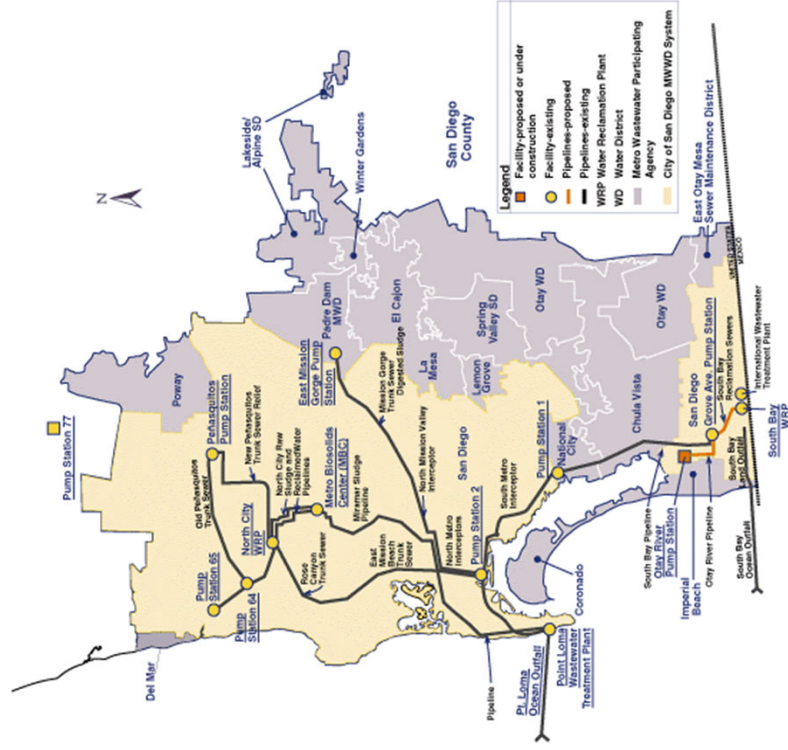


# Cost of Service Process



# Wastewater Infrastructure

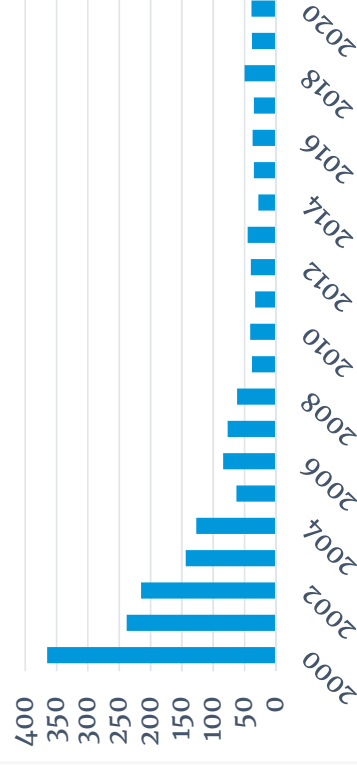
- Treat sewage for 15 regional agencies
- Maintain 3,039 miles of sewer mains
- Operate 82 pump stations, four treatment facilities, and two ocean outfalls
- Produce roughly 20 million gallons of recycled water per day



# Operational Drivers

- Capital Renewal
  - Protect environment
  - Provide reliable service
  - Aging Infrastructure
- Pure Water Program
  - Joint venture with Water System
- Proactive approach to long-term planning

Total Sewer Spills





# Wastewater Cost Allocations

- Each expense is supported by the Muni and/or Metro Fund
- Expenses allocated to a different function
  - Volumetric/Variable: Volume of discharge (flow) and strength of discharge (COD and TSS)
  - Customer-related/Fixed: Meter reading, Billing and Collection
- Each customer class (SFR, MFR, Non-Residential) is assigned a portion of these functions based on their actual flow characteristics
- Meter fees and commodity rates are then determined based on these allocations
  - Each customer class pays for its proportion of the impact on our systems overall needs and size.



# Proposed Wastewater Rates for FY22 (5%) FY23 (4%) FY24 (4%) FY25 (3%)

FY 2022 Wastewater Rate Summary

FY 2022 Wastewater Service Charges (\$/month)				
Customer Class	Current Charge	FY 2022	\$ Diff	% Diff
Single Family Residential	\$15.33	\$15.11	(\$0.22)	-1.4%
Multi-Family Residential	\$15.33	\$15.11	(\$0.22)	-1.4%
Commercial / Industrial	\$15.33	\$15.11	(\$0.22)	-1.4%

Rate Projection for FY22 - FY25

FY 2022 - FY 2025 Wastewater Service Charges (\$/Month)				
Current Charge	FY 2022	FY 2023	FY 2024	FY 2025
\$15.33	\$15.11	\$15.71	\$16.34	\$16.83
\$15.33	\$15.11	\$15.71	\$16.34	\$16.83
\$15.33	\$15.11	\$15.71	\$16.34	\$16.83

FY 2022 Wastewater Commodity and Strength Charges

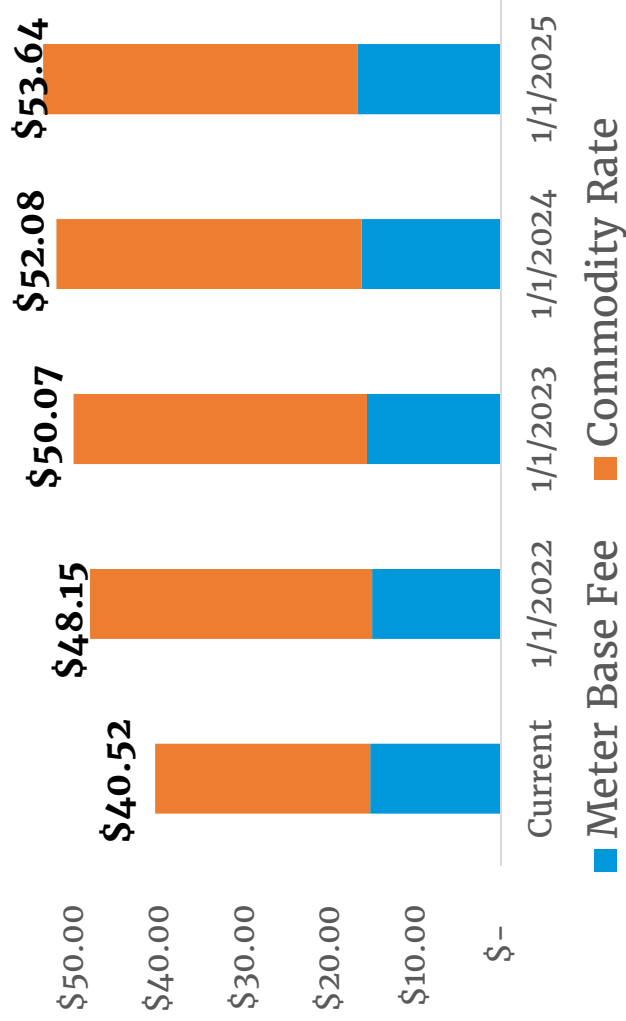
Customer Class	Current Charge	FY 2022	\$ Diff	% Diff
Residential				
Single Family Residential (\$ / hcf)	\$3,598	\$4,720	\$1,122	31.2%
Multi-Family Residential (\$ / hcf)	\$5,028	\$4,720	(\$0,308)	-6.1%
Commercial / Industrial				
Flow Charges (\$ / hcf)	\$3,767	\$3,122	(\$0,645)	-17.1%
COD Charges (\$ / lb)	\$0,224	\$0,208	(\$0,016)	-7.2%
TSS Charges (\$ / lb)	\$0,551	\$0,469	(\$0,083)	-15.0%
Trucked Waste				
Flow Charges (\$ / hcf)	\$3,900	\$3,068	(\$0,832)	-21.3%
COD Charges (\$ / lb)	\$0,232	\$0,208	(\$0,024)	-10.4%
TSS Charges (\$ / lb)	\$0,571	\$0,469	(\$0,102)	-17.9%
Stormwater Transportation Flow (\$/hcf)	\$7,676	\$3,740	(\$3,936)	-51.3%

FY 2022 - FY 2025 Wastewater Commodity and Strength Charges				
Current Charge	FY 2022	FY 2023	FY 2024	FY 2025
\$3,598	\$4,720	\$4,909	\$5,105	\$5,258
\$5,028	\$4,720	\$4,909	\$5,105	\$5,258
\$3,767	\$3,122	\$3,247	\$3,377	\$3,478
\$0,224	\$0,208	\$0,216	\$0,225	\$0,237
\$0,551	\$0,469	\$0,488	\$0,507	\$0,522
\$3,900	\$3,068	\$3,191	\$3,318	\$3,418
\$0,232	\$0,208	\$0,216	\$0,225	\$0,232
\$0,571	\$0,469	\$0,488	\$0,507	\$0,522
\$7,676	\$3,740	\$3,890	\$4,045	\$4,167



# Single Family Residential

## Example of monthly bill (assumes 7 HCF)

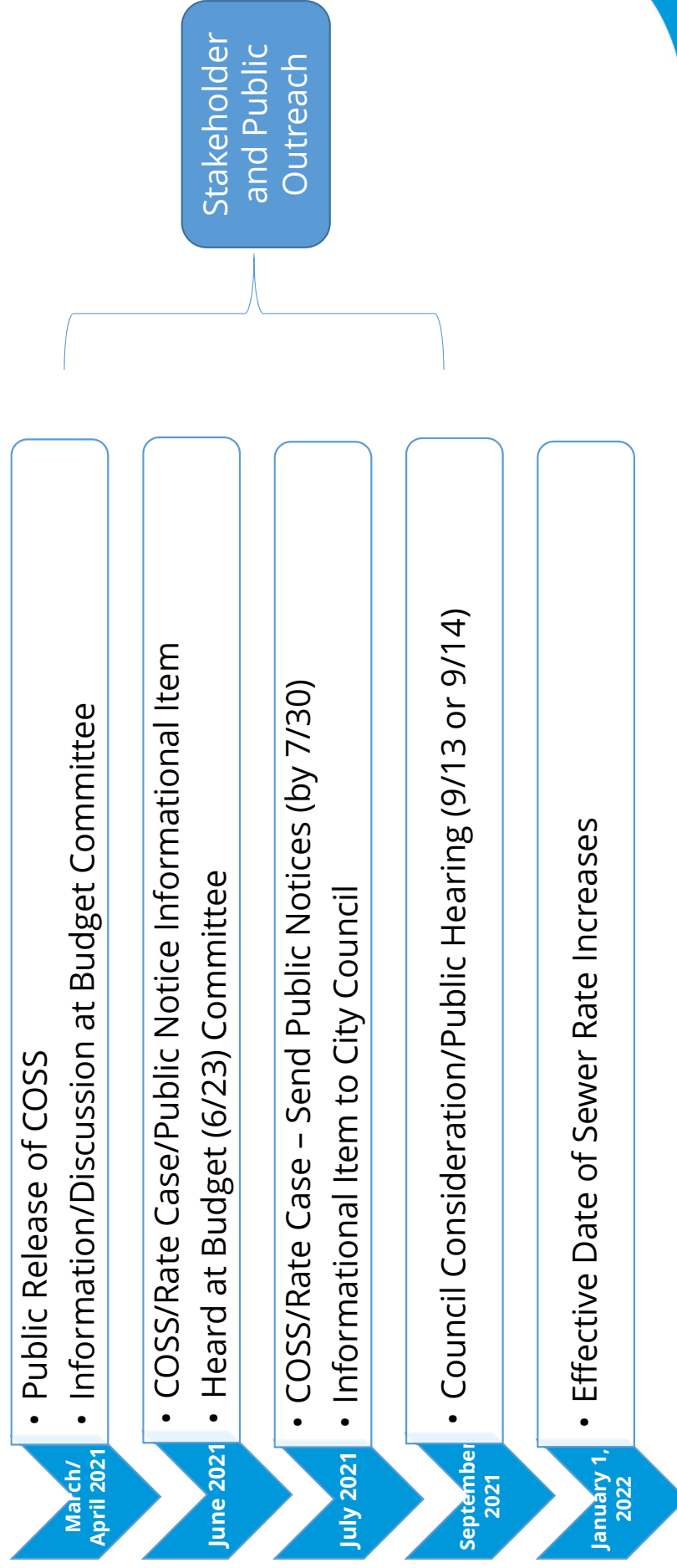


Single family residential bills are based on water usage during winter monitoring period (Nov-April) and set for the subsequent fiscal year.





# Upcoming Schedule





*...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 Lorance, 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 6

## FACILITATOR FOR SECOND AMENDED AND RESTATED AGREEMENT

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

This agreement ("Agreement") is made and entered into as of June 3, 2021, 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 in the Metropolitan Wastewater System (which are also the Member Agencies of Metro JPA), and other related parties, and to assist in advancing 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 pursuant to Exhibit "A-1" 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, 2022. 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 insured 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 Carmen Kasner 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 may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

<b>METRO JPA:</b>	<b>CONSULTANT:</b>
Metro Wastewater JPA c/o National City City Hall 1243 National City Blvd. National City, CA 91950 <b>Attn:</b> Roberto Yano, City of National City	Paul Redvers Brown, Inc.  1612 Aryana Drive Encinitas, CA 92024 <b>Attn:</b> Paul R. Brown

and shall be effective upon receipt thereof.

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:

\_\_\_\_\_  
Nicholaus Norvell  
Best Best & Krieger, LLP  
General Counsel  
METRO WASTEWATER 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.



**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 this [REDACTED] day of [REDACTED], 2021, 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 are in the process of executing 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

C. 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

D. Metro JPA entered into a Professional Services Agreement with Paul Redvers Brown, Inc. (“Consultant”), which commenced on June 3, 2021 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, 2022; 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 personal delivery or by mail as follows:

CITY:

City of San Diego  
Public Utilities Department  
C/O Edgar Patino, Agency Contracts  
9192 Topaz Way  
San Diego, CA 92123

METRO JPA:

Metro Wastewater Joint Powers Authority  
C/O Nicholas Norvell, General Counsel  
655 West Broadway, 15th Floor  
San Diego CA 92101  
Attn: General Counsel

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:

\_\_\_\_\_  
Nicholaus Norvell  
General Counsel  
Metro Wastewater Joint Powers Authority

Approved as to form:

\_\_\_\_\_  
Counsel  
City of San Diego

**Exhibit A**  
**Professional Services Agreement**

# ATTACHMENT 7

PURE WATER PROGRAM

AMENDMENT 2

CH2M HILL ENGINEERS, INC

DESIGN ENGINEERING SERVICES

NORTH CITY WATER

RECLAMATION PLANT

EXPANSION PROJECT

**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 8

PURE WATER PROGRAM

AMENDMENT 3

AECOM TECHNICAL SERVICES  
INC.

DESIGN ENGINEERING SERVICES

MORENA PUMP STATION AND  
CONVEYANCE SYSTEM PROJECT

**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 <input checked="" type="checkbox"/> No <input type="checkbox"/>
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 <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 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 9

## 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

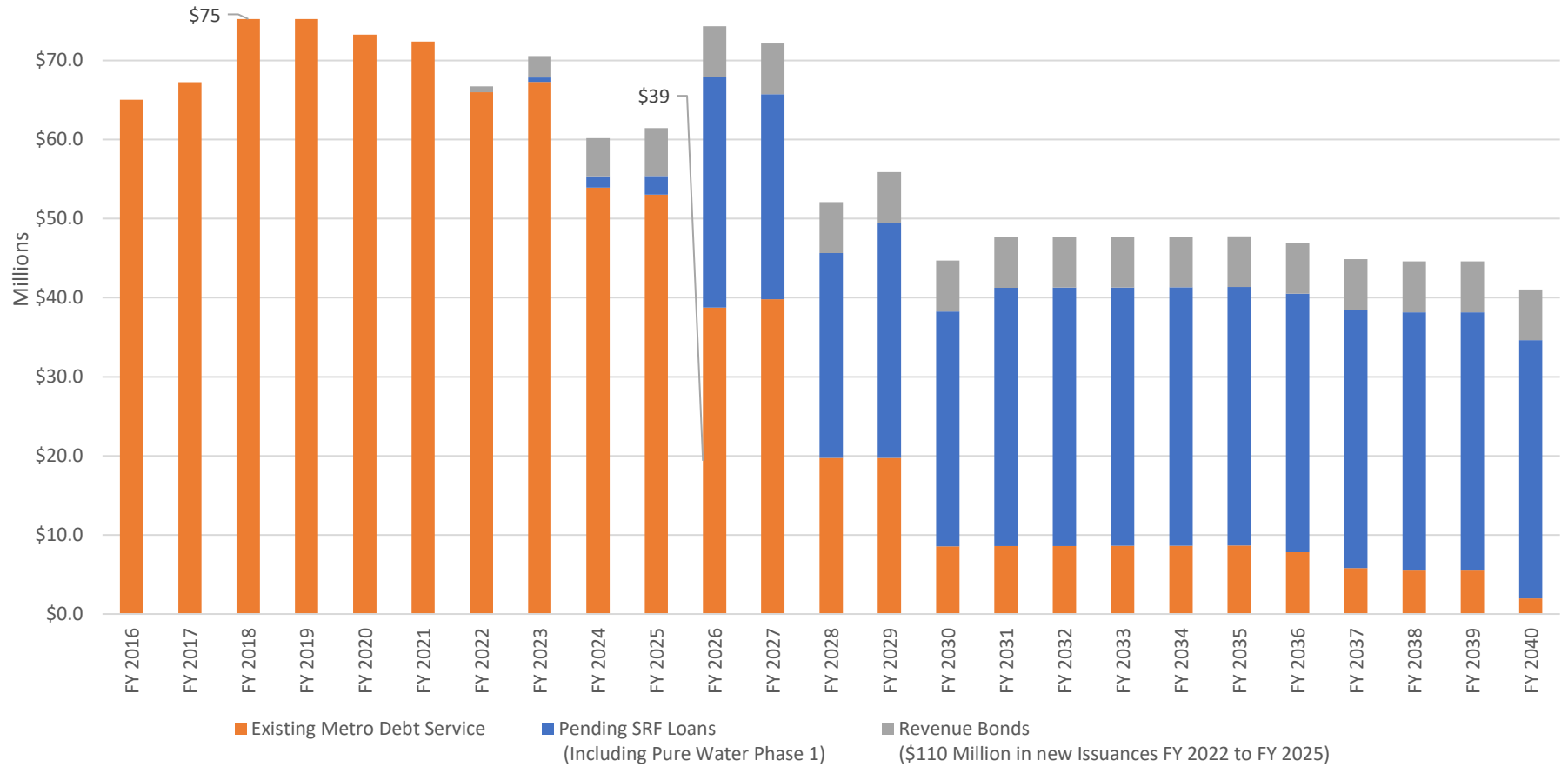
Industries within these categories have been identified as potential dischargers of either prohibited wastes or toxic pollutants. Table 2 lists the toxic pollutants identified by the Environmental Protection Agency (EPA).

# ATTACHMENT 10

## METRO DEBT SERVICES



# Metro Debt Service FY 2016 to FY 2040



# ATTACHMENT 16

METRO TAC UPDATE

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

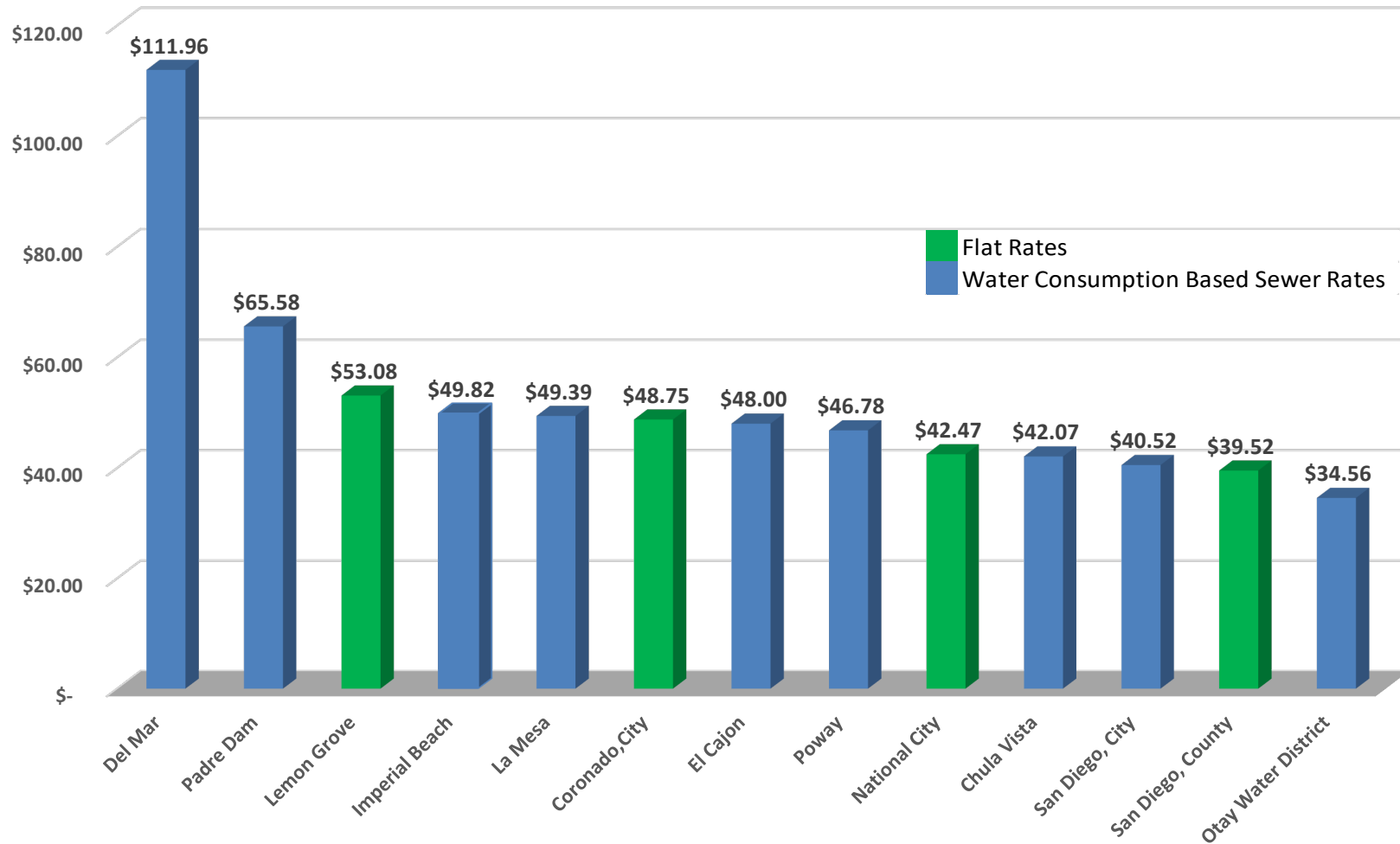
Active Items	Description	Member(s)
SB 332 Working Group	SB 332 (Hertzberg/Weiner) relates to wastewater treatment for recycled water and agencies with ocean outfalls. It requires the entity that owns the wastewater treatment facility that discharges through an ocean outfall and affiliated water suppliers (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 <sup>nd</sup> 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
Pretreatment Working Group	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>	<b>Beth Gentry</b> 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: <a href="http://www.sdirwmp.org">http://www.sdirwmp.org</a> <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 <sup>st</sup> email sent on 5/23/18 & 2 <sup>nd</sup> 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		
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