

OTAY WATER DISTRICT
ENGINEERING, OPERATIONS & WATER RESOURCES COMMITTEE MEETING
and
SPECIAL MEETING OF THE BOARD OF DIRECTORS

2554 SWEETWATER SPRINGS BOULEVARD
SPRING VALLEY, CALIFORNIA
Board Room

TUESDAY
September 22, 2015
12:00 P.M.

This is a District Committee meeting. This meeting is being posted as a special meeting in order to comply with the Brown Act (Government Code Section §54954.2) in the event that a quorum of the Board is present. Items will be deliberated, however, no formal board actions will be taken at this meeting. The committee makes recommendations to the full board for its consideration and formal action.

AGENDA

1. ROLL CALL
2. PUBLIC PARTICIPATION – OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO SPEAK TO THE BOARD ON ANY SUBJECT MATTER WITHIN THE BOARD'S JURISDICTION BUT NOT AN ITEM ON TODAY'S AGENDA

DISCUSSION ITEMS

3. APPROVE AN AS-NEEDED COATING INSPECTION SERVICES CONTRACT TO CORRPRO COMPANIES, INC., AN AEGION COMPANY, IN AN AMOUNT NOT-TO-EXCEED \$175,000 FOR A PERIOD OF THREE (3) FISCAL YEARS (FY 2016 THROUGH FY 2018), ENDING JUNE 30, 2018 (CAMERON) [5 min]
4. APPROVE A CONSTRUCTION CONTRACT TO ADVANCED INDUSTRIAL SERVICES, INC. FOR THE 711-1 & 711-2 RESERVOIR INTERIOR/EXTERIOR COATINGS & UPGRADES PROJECT IN AN AMOUNT NOT-TO-EXCEED \$1,195,695 (CAMERON) [5 minutes]
5. APPROVE A FIRST AMENDMENT TO CALTRANS UTILITY AGREEMENT NUMBERS 33592 AND 33622 FOR THE SR-11 UTILITY RELOCATIONS PROJECT IN THE AMOUNTS OF \$439,088 AND \$69,118, RESPECTIVELY (MARCHIORO) [5 min]
6. APPROVE A SECOND AMENDMENT TO CAROLLO ENGINEERS, INC. PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR DESIGN AND CONSTRUCTION SUPPORT OF THE 870-2 PUMP STATION PROJECT IN AN AMOUNT NOT-TO-EXCEED \$106,500 (MARCHIORO) [5 minutes]

7. APPROVE CHANGE ORDERS NO. 4 IN THE AMOUNT OF \$28,071, NO. 5 IN THE AMOUNT OF \$46, 204.33, AND NO. 6 IN THE AMOUNT OF \$11,413.89 TO THE CONTRACT WITH OLYMPUS AND ASSOCIATES, INC. FOR THE 944-1, 944-2, AND 458-2 RESERVOIR INTERIOR/EXTERIOR COATINGS AND UPGRADES PROJECT (MARTIN) [5 minutes]
8. APPROVE THE PURCHASE OF TWO (2) CALTRANS LAND PARCELS (DIRECTOR'S DEED NUMBERS DD 32161-01-01 AND DD 32164-01-01) FOR THE NORTH-SOUTH INTERCONNECTION SYSTEM (OTAY INTERCONNECT) PROJECT IN THE AMOUNTS OF \$195,000 AND \$175,000, RESPECTIVELY (MARCHIORO) [5 minutes]
9. FISCAL YEAR 2015 STRATEGIC PLAN YEAR-END UPDATE REPORT (STEVENS) [5 minutes]
10. SAN DIEGO COUNTY WATER AUTHORITY UPDATE (WATTON) [10 minutes]
11. ADJOURNMENT

BOARD MEMBERS ATTENDING:

Gary Croucher, Chair
 Tim Smith

All items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

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

If you have any disability that would require accommodation in order to enable you to participate in this meeting, please call the District Secretary at 670-2280 at least 24 hours prior to the meeting.

Certification of Posting

I certify that on September 18, 2015 I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Otay Water District, said time being at least 24 hours in advance of the meeting of the Board of Directors (Government Code Section §54954.2).

Executed at Spring Valley, California on September 18, 2015.

/s/ Susan Cruz, District Secretary

AGENDA ITEM 3



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 7, 2015
SUBMITTED BY:	Kevin Cameron Associate Civil Engineer	PROJECT:	VARIOUS DIV. NO. ALL
	Bob Kennedy Engineering Manager		
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Award of As-Needed Coating Inspection Services Contract to Corrpro Companies, Inc. - an Aegion Company in an amount not-to-exceed \$175,000 for Fiscal Years 2016 through 2018		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) award a professional As-Needed Coating Inspection Services contract to Corrpro Companies, Inc. - an Aegion Company (Corrpro) and to authorize the General Manager to execute an agreement with Corrpro in an amount not-to-exceed \$175,000 for a period of three (3) fiscal years (FY 2016 through FY 2018), ending June 30, 2018.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the General Manager to enter into a professional As-Needed Coating Inspection Services agreement with Corrpro in an amount not-to-exceed \$175,000 for a period of three (3) fiscal years (FY 2016 through FY 2018), ending June 30, 2018.

ANALYSIS:

The District will require the services of a professional coating inspection consultant in support of the District's Capital Improvement Program (CIP), and more specifically the Corrosion Control Program for steel reservoirs, for the next three (3) fiscal years. Due to the strict requirements for the surface preparation and coating application on water storage tanks, the District uses a third party coating inspector to monitor, document, and verify coatings are applied per the coating manufacturer's specifications. The District requires the coating inspector be certified by the National Association of Corrosion Engineers (NACE) as a Level III Coating Inspector. The Coating Inspector tasks include, but are not limited to, providing daily reports of the contractors activities, document ambient temperatures, coating thicknesses, and providing overall quality control for the recoating procedures.

It is more efficient and cost effective to issue an as-needed contract for coating inspection services which will provide the District with the ability to obtain consulting services in a timely and efficient manner. This concept has also been used in the past for other disciplines such as traffic engineering, construction management, geotechnical, and environmental services.

The District will issue task orders to the consultant for specific projects during the contract period. The consultant will then prepare a detailed scope of work, schedule, and fee estimate for each task order assigned under the contract. Upon written task order authorization from the District, the consultant shall then proceed with the project as described in the scope of work.

The anticipated CIP projects that are estimated to require coating inspection services for the duration of this contract are listed below:

CIP	DESCRIPTION	ESTIMATED COST
P2545	980-1 Reservoir Interior/Exterior Coating & Upgrades	\$50,000
P2533	1200-1 Reservoir Interior/Exterior Coating & Upgrades	\$30,000
P2543	850-1 Reservoir Interior/Exterior Coating & Upgrades	\$35,000
P2518	803-3 Reservoir 2-year Warranty Inspection & Repairs	\$10,000
P2519	832-2 Reservoir 2-year Warranty Inspection & Repairs	\$10,000
P2593	624-2 Reservoir 2-year Warranty Inspection & Repairs	\$10,000
TOTAL:		\$145,000

The coating inspection scopes of work for the above projects are estimated from preliminary information and past projects. Therefore, staff believes that a \$175,000 cap on the As-Needed Coating Inspection Services contract is adequate, while still providing additional capacity for unforeseen support needs by the District.

This As-Needed Coating Inspection Services contract does not commit the District to any expenditure until a task order is approved to perform work on a CIP project. The District does not guarantee work to the consultant, nor does the District guarantee that it will expend all of the funds authorized by the contract on professional services.

The District solicited for coating inspection services by placing an advertisement on the Otay Water District's website on July 2, 2015 and with various other publications including the San Diego Daily Transcript. Six (6) firms submitted a letter of interest and a statement of qualifications. The Request for Proposal (RFP) for As-Needed Coating Inspection Services was sent to all six (6) firms resulting in six (6) proposals received on August 6, 2015. The firms are listed below:

- Bay Area Coating Consultants, Denair, CA
- Corrpro, San Diego, CA
- CSI Services, Santa Clarita, CA
- HDR, San Diego, CA
- MCS Inspection Group, Paso Robles, CA
- RF Yeager, Lakeside, CA

In accordance with the District's Policy 21, staff evaluated and scored all written proposals. Corrpro received the highest score for their services based on their experience, understanding of the scope of work, proposed method to accomplish the work, and their composite hourly rate. Corrpro was the most qualified consultant with the best overall rating or ranking. A summary of the complete evaluation is shown in Attachment B.

Corrpro submitted the Company Background Questionnaire as required by the RFP and staff did not find any significant issues. In addition, staff checked their references and performed an internet search on the company. Staff found the references to be excellent and did not find any outstanding issues with the internet search.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

The funds for this contract will be expended from the Fiscal Years 2016, 2017, and 2018 budgets for a variety of projects, as previously noted above. This contract is for as-needed professional services based on the District's need and schedule, and expenditures will not be made until a task order is approved by the District for the consultant's services on a specific CIP project.

Based on a review of the financial budgets, the Project Manager anticipates that the budgets will be sufficient to support the professional as-needed consulting services required for the CIP projects noted above.

The Finance Department has determined that, under the current rate model, the funds to cover this contract are available as budgeted for these projects.

STRATEGIC GOAL:

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

LEGAL IMPACT:

None.

KC/BK:jf

P:\WORKING\As Needed Services\Coating Inspection\Staff Report\10-7-15-Staff Report-As-Needed Coating Inspection Services (KC-BK).docx

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



ATTACHMENT A

SUBJECT/PROJECT: VARIOUS	Award of As-Needed Coating Inspection Services Contract to Corrpro Companies, Inc. - an Aegion Company in an amount not-to-exceed \$175,000 for Fiscal Years 2016 through 2018
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COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a meeting held on September 22, 2015. The Committee supported Staff's recommendation.

NOTE:

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



ATTACHMENT B

SUBJECT/PROJECT:	Award of As-Needed Coating Inspection Services Contract to
VARIOUS	Corrpro Companies, Inc. - an Aegion Company in an amount not-to-exceed \$175,000 for Fiscal Years 2016 through 2018

ATTACHMENT B SUMMARY OF PROPOSAL RANKINGS As-Needed Coating Inspection Services FY 2016-2018										
		WRITTEN								
		Qualifications of Team	Responsiveness and Project Understanding	Technical and Management Approach	INDIVIDUAL SUBTOTAL - WRITTEN	AVERAGE SUBTOTAL - WRITTEN	Proposed Rates*	Consultant's Commitment to DBE	TOTAL SCORE	REFERENCES
MAXIMUM POINTS		30	25	30	85	85	15	Y/N	100	Poor/Good/Excellent
Bay Area Coating Consultants (BACC)	<i>Dan Martin</i>	27	23	26	76	74	11	Y	85	
	<i>Jeff Marchioro</i>	27	23	26	76					
	<i>Brandon DiPietro</i>	28	22	25	75					
	<i>Jon Chambers</i>	27	22	25	74					
	<i>Charles Mederos</i>	24	24	22	70					
Corrpro	<i>Dan Martin</i>	27	23	27	77	76	15	Y	91	Excellent
	<i>Jeff Marchioro</i>	27	23	25	75					
	<i>Brandon DiPietro</i>	29	23	27	79					
	<i>Jon Chambers</i>	26	23	26	75					
	<i>Charles Mederos</i>	23	23	27	73					
CSI Services	<i>Dan Martin</i>	27	23	28	78	76	12	Y	88	
	<i>Jeff Marchioro</i>	27	23	28	78					
	<i>Brandon DiPietro</i>	28	22	25	75					
	<i>Jon Chambers</i>	28	23	27	78					
	<i>Charles Mederos</i>	22	22	28	72					
HDR	<i>Dan Martin</i>	27	23	26	76	77	1	Y	78	
	<i>Jeff Marchioro</i>	28	25	28	81					
	<i>Brandon DiPietro</i>	28	22	26	76					
	<i>Jon Chambers</i>	27	23	25	75					
	<i>Charles Mederos</i>	27	23	25	75					
MCS Inspection Group	<i>Dan Martin</i>	25	21	24	70	69	10	Y	79	
	<i>Jeff Marchioro</i>	26	21	24	71					
	<i>Brandon DiPietro</i>	26	20	24	70					
	<i>Jon Chambers</i>	24	22	24	70					
	<i>Charles Mederos</i>	22	22	21	65					
R F Yeager	<i>Dan Martin</i>	28	24	28	80	78	5	Y	83	
	<i>Jeff Marchioro</i>	27	23	27	77					
	<i>Brandon DiPietro</i>	29	24	28	81					
	<i>Jon Chambers</i>	27	24	26	77					
	<i>Charles Mederos</i>	27	23	25	75					
RATES SCORING CHART										
Firm	BACC	Corrpro	CSI	HDR	MCS	Yeager				
Fee	\$198	\$162	\$190	\$295	\$208	\$255				
Score	11	15	12	1	10	5				

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

AGENDA ITEM 4



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 7, 2015
SUBMITTED BY:	Kevin Cameron Associate Civil Engineer	PROJECT:	P2529-001103 DIV. NO. 1 P2530-001103
	Bob Kennedy Engineering Manager		
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Award of a Construction Contract to Advanced Industrial Services, Inc. for the 711-1 & 711-2 Reservoir Interior/Exterior Coatings & Upgrades Project		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) award a construction contract to Advanced Industrial Services, Inc. (AIS) and to authorize the General Manager to execute a construction contract with AIS for the 711-1 & 711-2 Reservoir Interior/Exterior Coatings & Upgrades Project in an amount-not-to exceed \$1,195,695 (see Exhibit A for Project location).

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the General Manager to enter into a construction contract with AIS for the 711-1 & 711-2 Reservoir Interior/Exterior Coatings & Upgrades Project in an amount-not-to exceed \$1,195,695.

ANALYSIS:

The 711-1 and 711-2 Reservoirs are two of three potable water storage facilities in the 711 pressure zone that serve the Central Area of the District. The 711-1 Reservoir is a 3.1 million gallon (MG) steel tank that was originally constructed in 1973. The 711-2 Reservoir is a 2.3 MG steel tank that was constructed in 1991. At the time of the completion of the 711-2 construction, the 711-1 was recoated on the interior and exterior surfaces.

In June 2013, the District's corrosion consultant, V&A Consulting Engineers, completed a Corrosion Control Program (CCP) that addressed the installation, maintenance, and monitoring of corrosion protection systems for the District's steel reservoirs and buried metallic piping. The CCP included a reservoir maintenance schedule that showed the 711-1 and the 711-2 Reservoirs were due to be recoated on both the interior and exterior surfaces. In addition to replacing the coatings of the reservoirs, structural upgrades will be added to comply with the current American Water Works Association (AWWA) and the Occupational Safety and Health Administration standards for both Federal (OSHA) and State (Cal-OSHA) levels.

An in-service internal and external inspection was completed in March 12, 2015 by HDR, Inc. (HDR). The recommended coating and structural upgrades, developed with input from engineering and operations staff, are as follows: replace the twenty-four (24) year old coating on the interior and exterior surfaces, replace the existing level indicators, install new roof railings, install a new fall prevention device on the interior ladder, modify anode access ports, replace all anodes, replace the roof vents, install new safety cable lanyards, and add miscellaneous tank penetrations for chlorination and sampling. These upgrades will ensure compliance with AWWA, OSHA, and Cal-OSHA requirements as well as upgrade antiquated equipment on the tank.

The Project was advertised on July 24, 2015 on the District's website and several other publications including the San Diego Union Tribune. A Pre-Bid Meeting was held on July 29, 2015, which was attended by five (5) contractors. By request, an additional Pre-Bid Meeting was held on August 5, 2015, and one (1) contractor attended. Three (3) addenda were sent out to all bidders and plan houses to address questions and clarifications to the contract documents during the bidding period. Bids were publicly opened on August 19, 2015, with the following results:

	CONTRACTOR	TOTAL BID AMOUNT
1	Advanced Industrial Services, Inc. Los Alamitos, CA	\$1,195,695.00
2	Blastco, Inc. Downey, CA	\$1,298,342.00
3	Simpson Sandblasting & Special Coatings, Inc. Fontana, CA	\$1,346,415.00
4	Paso Robles Tank, Inc. Laguna Hills, CA	\$1,592,500.00
5	Abhe & Svoboda, Inc. Alpine, CA	\$2,593,550.00

The Engineer's Estimate is \$1,324,500

The evaluation process included reviewing all bids submitted for conformance to the contract documents. The lowest bidder, AIS, submitted a responsible bid and holds a Class A Contractor's license which expires on January 31, 2016. AIS also holds a current QP-2 certification from the Society for Protective Coatings, which was also a requirement. Staff checked references, and the response from other agencies indicated AIS has performed excellent on similar projects. The proposed Project Manager has experience throughout California on similar projects and received excellent recommendations. The District has previously worked with AIS on the following interior and exterior reservoir coating projects; 803-3, 832-2, and most recently the 624-2 Reservoir in 2014, which was completed on time and under budget. They also completed the exterior coating on the 850-3 Reservoir in 2012. A background search of the company was performed on the internet and revealed no outstanding issues with this company. AIS submitted the Company Background and Company Safety Questionnaires as required by the Contract Documents. Staff verified that AIS is registered with the Department of Industrial Relations as required by Senate Bill SB 854.

Staff has verified that the bid bond provided by Travelers Casualty and Surety Company of America is valid. Once AIS signs the contract, they will furnish the performance bond and labor and materials bond. Staff will verify both bonds prior to executing the contract.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

The total budget for CIP P2529, as approved in the FY 2016 budget, is \$790,000. Total expenditures, plus outstanding commitments and forecast, are \$753,681. See Attachment B-2 for the budget detail.

The total budget for CIP P2530, as approved in the FY 2016 budget, is \$1,040,000. Total expenditures, plus outstanding commitments and forecast, are \$960,549. See Attachment B-1 for the budget detail.

Based on a review of the financial budget, the Project Manager anticipates that the budget is sufficient to support the Project.

The Finance Department has determined that, under the current rate model, 100% of the funding will be available from the Replacement Fund.

STRATEGIC GOAL:

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

LEGAL IMPACT:

None.

KC/BK:jf

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Attachments: Attachment A - Committee Action
Attachment B-1 - Budget Detail for P2529
Attachment B-2 - Budget Detail for P2530
Exhibit A - Project Location for 711-1 & 711-2



ATTACHMENT A

SUBJECT/PROJECT: P2529-001103 P2530-001103	Award of a Construction Contract to Advanced Industrial Services, Inc. for the 711-1 & 711-2 Reservoir Interior/ Exterior Coatings & Upgrades Project
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COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a meeting held on September 22, 2015. The Committee supported Staff's recommendation.

NOTE:

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



ATTACHMENT B-1 – Budget Detail for P2529

SUBJECT/PROJECT:	Award of a Construction Contract to Advanced Industrial Services, Inc. for the 711-1 & 711-2 Reservoir Interior/Exterior Coatings & Upgrades Project
P2529-001103	
P2530-001103	

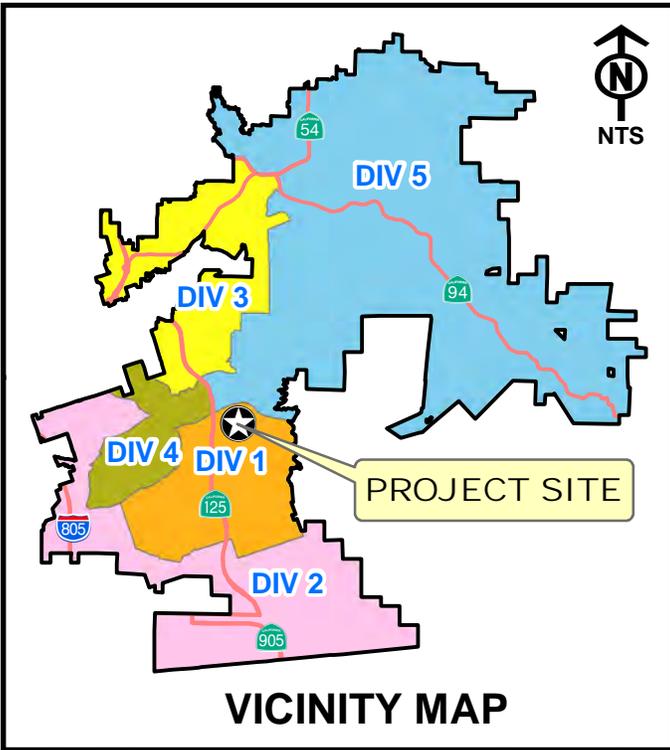
Otay Water District					Date Updated: 8/20/15
P2529-711-2 Reservoir Interior/Exterior Coating					
<i>Budget</i>	<i>Committed</i>	<i>Expenditures</i>	<i>Outstanding Commitment &</i>	<i>Projected Final Cost</i>	<i>Vendor/Comments</i>
790,000					
Planning					
Standard Salaries	13,000	12,442	558	13,000	
Consultant Contracts	6,976	6,976	-	6,976	HDR ENGINEERING INC
Regulatory Agency Fees	25	25	-	25	PETTY CASH CUSTODIAN
Total Planning	20,001	19,443	558	20,001	
Design					
Standard Salaries	20,000	4,115	15,885	20,000	
Service Contracts	1,500	667	833	1,500	MAYER
Service Contracts	224	224	-	224	SAN DIEGO UNION TRIBUNE
Total Design	21,724	5,006	16,718	21,724	
Construction					
Standard Salaries	65,000	1,855	63,145	65,000	
Construction Contract	539,815	-	539,815	539,815	ADVANCED INDUSTRIAL SERVICES
Service Contracts	55,000	-	55,000	55,000	SPECIALTY INSPECTION
	20,000	-	20,000	20,000	ALYSON CONSULTING-CM
	150	-	150	150	CLARKSON LAB & SUPPLY
	1,000	-	1,000	1,000	WATCHLIGHT CORPORATION
Professional Legal Fees	1,000	-	1,000	1,000	STUTZ ARTIANO SHINOFF
Project Closeout	3,000	-	3,000	3,000	CLOSEOUT
Project Contingency	26,991	-	26,991	26,991	5% CONTINGENCY
Total Construction	711,956	1,855	710,101	711,956	
Grand Total	753,681	26,304	727,377	753,681	



ATTACHMENT B-2 – Budget Detail for P2530

SUBJECT/PROJECT: P2529-001103 P2530-001103	Award of a Construction Contract to Advanced Industrial Services, Inc. for the 711-1 & 711-2 Reservoir Interior/ Exterior Coatings & Upgrades Project
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Otay Water District					Date Updated: 8/20/15
P2530-711-1 Reservoir Interior/Exterior Coating					
<i>Budget</i>	<i>Committed</i>	<i>Expenditures</i>	<i>Outstanding Commitment &</i>	<i>Projected Final Cost</i>	<i>Vendor/Comments</i>
1,040,000					
Planning					
Standard Salaries	13,000	12,243	757	13,000	
Consultant Contracts	6,976	6,976	-	6,976	HDR ENGINEERING INC
Service Contracts	-	-	-	-	
Regulatory Agency Fees	25	25	-	25	PETTY CASH CUSTODIAN
Total Planning	20,001	19,244	757	20,001	
Design					
Standard Salaries	35,000	4,116	30,884	35,000	
Service Contracts	1,500	667	833	1,500	MAYER
	224	224	-	224	SAN DIEGO UNION TRIBUNE
Total Design	36,724	5,007	31,717	36,724	
Construction					
Standard Salaries	105,000	1,306	103,694	105,000	
Construction Contract	655,880	-	655,880	655,880	ADVANCED INDUSTRIAL SERVICES
Service Contracts	75,000	-	75,000	75,000	SPECIALTY INSPECTION
	30,000	-	30,000	30,000	ALYSON CONSULTING-CM
	150	-	150	150	CLARKSON LAB & SUPPLY
	1,000	-	1,000	1,000	WATCHLIGHT CORPORATION
Professional Legal Fees	1,000	-	1,000	1,000	STUTZ ARTIANO SHINOFF
Project Closeout	3,000	-	3,000	3,000	CLOSEOUT
Project Contingency	32,794	-	32,794	32,794	5% CONTINGENCY
Total Construction	903,824	1,306	902,518	903,824	
Grand Total	960,549	25,557	934,992	960,549	



OTAY WATER DISTRICT

711-1 & 711-2 Reservoirs Exterior/Interior Coatings Project
Location Map



CIP P2529
CIP P2530

P:\WORKING\CIP P2529 & P2530 - 711-1 & 2 Reservoir - Int-Ext Coating\Graphics\Exhibits-Figures\Reservoir Location Map Exhibit

AGENDA ITEM 5



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 7, 2015
SUBMITTED BY:	Jeff Marchioro Senior Civil Engineer	PROJECT:	P2453- DIV. NO. 2 002102 &003102
	Bob Kennedy Engineering Manager		
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Approve First Amendments to Caltrans Utility Agreement Numbers 33592 and 33622 for SR-11 Utility Relocations		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) authorize the General Manager to execute First Amendments to Caltrans Utility Agreement Numbers 33592 and 33622 in the amounts of \$439,088 and \$69,118, respectively, for SR-11 Utility Relocations Projects (see Exhibit A for Project location).

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the General Manager to execute First Amendments to Caltrans Utility Agreement Numbers 33592 and 33622 in the amounts of \$439,088 and \$69,118, respectively, for SR-11 Utility Relocations Projects.

ANALYSIS:

The District entered into two (2) separate Utility Agreements with Caltrans on July 23, 2013 and October 10, 2014 which included reimbursements to the District in the amounts of \$961,521 and \$74,000, respectively. The District has prior and superior rights at four (4) separate crossings associated with the SR-11 freeway starting at the SR-905 freeway and ending at Enrico Fermi Drive. Caltrans will reimburse the District for the total costs incurred by the District minus Depreciation and Betterment of the existing assets.

Construction of the District's relocations have been progressing through two (2) separate construction contracts with Coffman Specialties, Inc. (Coffman) and TC Construction Co., Inc. (TC Construction). Coffman's contract is 88% complete. TC Construction's work was completed and formally accepted on June 22, 2015.

Amendments are required, per executed Utility Agreements, since actual costs exceeds 125% of each Utility Agreement amount. Actual construction costs, staff time, consultant fees, and other costs were underestimated when the claim letters and subsequent Utility Agreements were developed. Cost estimates for claim letters and Utility Agreements were developed as part of the planning phase before the start of the detailed design phase. The total costs incurred by the District, minus depreciation and betterment costs, are summarized in the table below.

	Utility Agreement No. 33592 (Sequence I)	Utility Agreement No. 33622 (Blow off)
<i>Total Project Cost (includes Depreciation and Betterment)</i>	\$1,455,135	\$150,118
Caltrans Reimbursement including First Amendments	-\$1,400,609	-\$143,118
Depreciation	\$38,479	\$7,000
Betterment	\$16,047	\$0
Net District Cost	\$54,526	\$7,000

The \$16,047 Betterment amount, shown in the table above, reflects the cost to upsize approximately 760 linear feet of relocated 10-inch pipe to 12-inch diameter.

Caltrans will reimburse the District \$1,543,727 in Fiscal Year 2016.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

The total budget for CIP P2453, as approved in the FY 2016 budget, is \$2,250,000. Total expenditures, plus outstanding commitments and forecast, accounting for relocations currently in construction are \$1,455,135 and \$150,118, for Utility Agreements 33592 and 33622, respectively. See Attachments B and C for budget details.

Based on a review of the financial budget, the Project Manager anticipates that the budget for CIP P2453 is sufficient to support the Project.

The Finance Department has determined that, under the current rate model, 100% of the funding will be available from the Replacement Fund.

STRATEGIC GOAL:

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

LEGAL IMPACT:

None.

JM/BK:mlc

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- Attachments:
- Attachment A - Committee Action
 - Attachment B - Budget Detail UA 33592
 - Attachment C - Budget Detail UA 33622
 - Exhibit A - Location Map
 - Exhibit B - Location Detail Map UA 33592
 - Exhibit C - Location Detail Map UA 33622
 - Exhibit D - Caltrans signed Amendments to Utility Agreements UA 33592 and UA 33622



ATTACHMENT A

SUBJECT/PROJECT: P2453-002102 &003102	Approve First Amendments to Caltrans Utility Agreement Numbers 33592 and 33622 for SR-11 Utility Relocations
----------------------------------------------------	--------------------------------------------------------------------------------------------------------------

COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a meeting held on September 22, 2015. The Committee supported Staff's recommendation.

NOTE:

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



ATTACHMENT B – Budget Detail

SUBJECT/PROJECT: P2453-002102 &003102	Approve First Amendments to Caltrans Utility Agreement Numbers 33592 and 33622 for SR-11 Utility Relocations
----------------------------------------------------	--------------------------------------------------------------------------------------------------------------

Otay Water District p2453-SR-11 Utility Relocations					Date Updated: 8/14/2015
<i>Budget</i>	<i>Committed</i>	<i>Expenditures</i>	<i>Outstanding Commitment & Forecast</i>	<i>Projected Final Cost</i>	<i>Vendor/Comments</i>
2,250,000					
Planning/Design/Construction, Utility Agreement Number 33592 (Sequence 1)					
Standard Salaries	305,544	280,544	25,000	305,544	STAFF LABOR
Consultant Contracts	64,739	64,739	-	64,739	ATKINS
	2,763	2,763	-	2,763	V & A CONSULTING ENGINEERS
	970	970	-	970	ALTA LAND SURVEYING INC
	4,901	4,901	-	4,901	NARASIMHAN CONSULTING SERVICES
	2,561	2,561	-	2,561	CPM PARTNERS INC
	34,960	29,960	5,000	34,960	ALYSON CONSULTING
Professional Legal Fees	121	121	-	121	STUTZ ARTIANO SHINOFF
Service Contracts	1,382	1,382	-	1,382	US BANK
	1,382	1,382	-	1,382	US BANK CORPORATE PAYMENT
	2,985	2,985	-	2,985	MAYER REPROGRAPHICS INC
	84	84	-	84	SAN DIEGO DAILY TRANSCRIPT
Construction Contract	956,517	837,831	118,686	956,517	COFFMAN SPECIALTIES
	50,343	44,096	6,247	50,343	REGENTS BANK (COFFMAN ESCROW)
	1,274	1,274	-	1,274	CLARKSON LAB & SUPPLY INC
	24,610	-	24,610	24,610	CLOSEOUT
Total - Sequence 1	1,455,135	1,275,592	179,543	1,455,135	
				<i>Projected Final Cost</i>	<i>Vendor/Comments</i>
Reimbursement Agreement				(961,521)	CALTRANS UTILITY AGREEMENT
				38,479	CLAIM LETTER DEPRECIATION
				16,047	BETTERMENT
				(439,088)	CALTRANS FIRST AMENDMENT

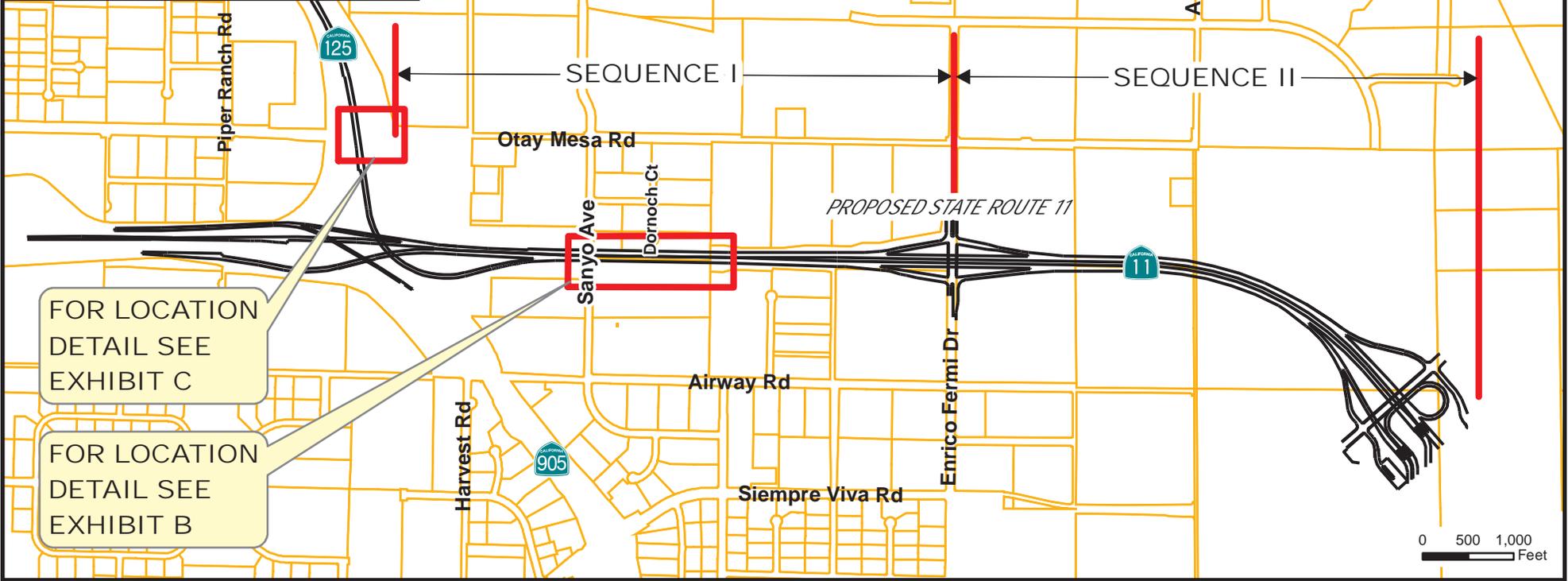
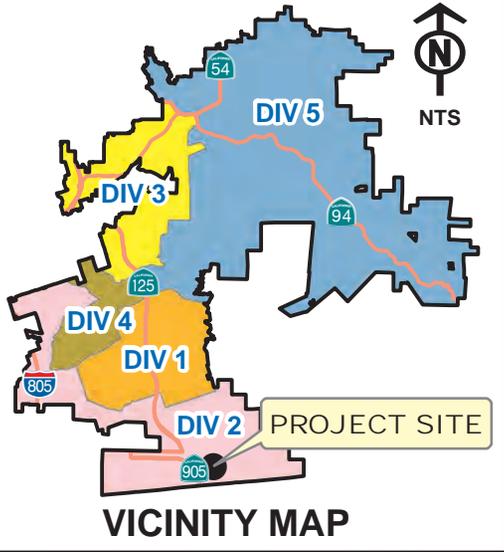


ATTACHMENT C – Budget Detail

SUBJECT/PROJECT: P2453-002102 &003102	Approve First Amendments to Caltrans Utility Agreement Numbers 33592 and 33622 for SR-11 Utility Relocations
----------------------------------------------------	--------------------------------------------------------------------------------------------------------------

Otay Water District					Date Updated: 8/14/2015
p2453-SR-11 Utility Relocations					
Budget	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor/Comments
2,250,000					
Planning/Design/Construction, Utility Agreement Number 33622 (6-inch Blow Off)					
Standard Salaries	56,137	56,137	-	56,137	STAFF LABOR
Consultant Contracts	3,786	3,786	-	3,786	ICF JONES & STOKES INC
	13,480	13,480	-	13,480	DARNELL & ASSOCIATES
	6,000	6,000	-	6,000	ALYSON CONSULTING
Parking and Tolls	12	12	-	12	PETTY CASH CUSTODIAN
Professional Legal Fees	180	180	-	180	STUTZ ARTIANO SHINOFF
Service Contracts	2,310	2,310	-	2,310	MAYER REPROGRAPHICS INC
	96	96	-	96	SAN DIEGO DAILY TRANSCRIPT
Construction Contract	1,864	1,864	-	1,864	COUNTY OF SAN DIEGO
	66,253	66,253	-	66,253	TC CONSTRUCTION
Total - 6-inch Blow Off	150,118	150,118	-	150,118	
Grand Total	150,118	150,118	-	150,118	
				<i>Projected Final Cost</i>	<i>Vendor/Comments</i>
Reimbursement Agreement				(74,000)	CALTRANS UTILITY AGREEMENT
				7,000	CLAIM LETTER DEPRECIATION
				(69,118)	CALTRANS FIRST AMENDMENT

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OTAY WATER DISTRICT
 SR-11 UTILITY RELOCATIONS
 LOCATION MAP

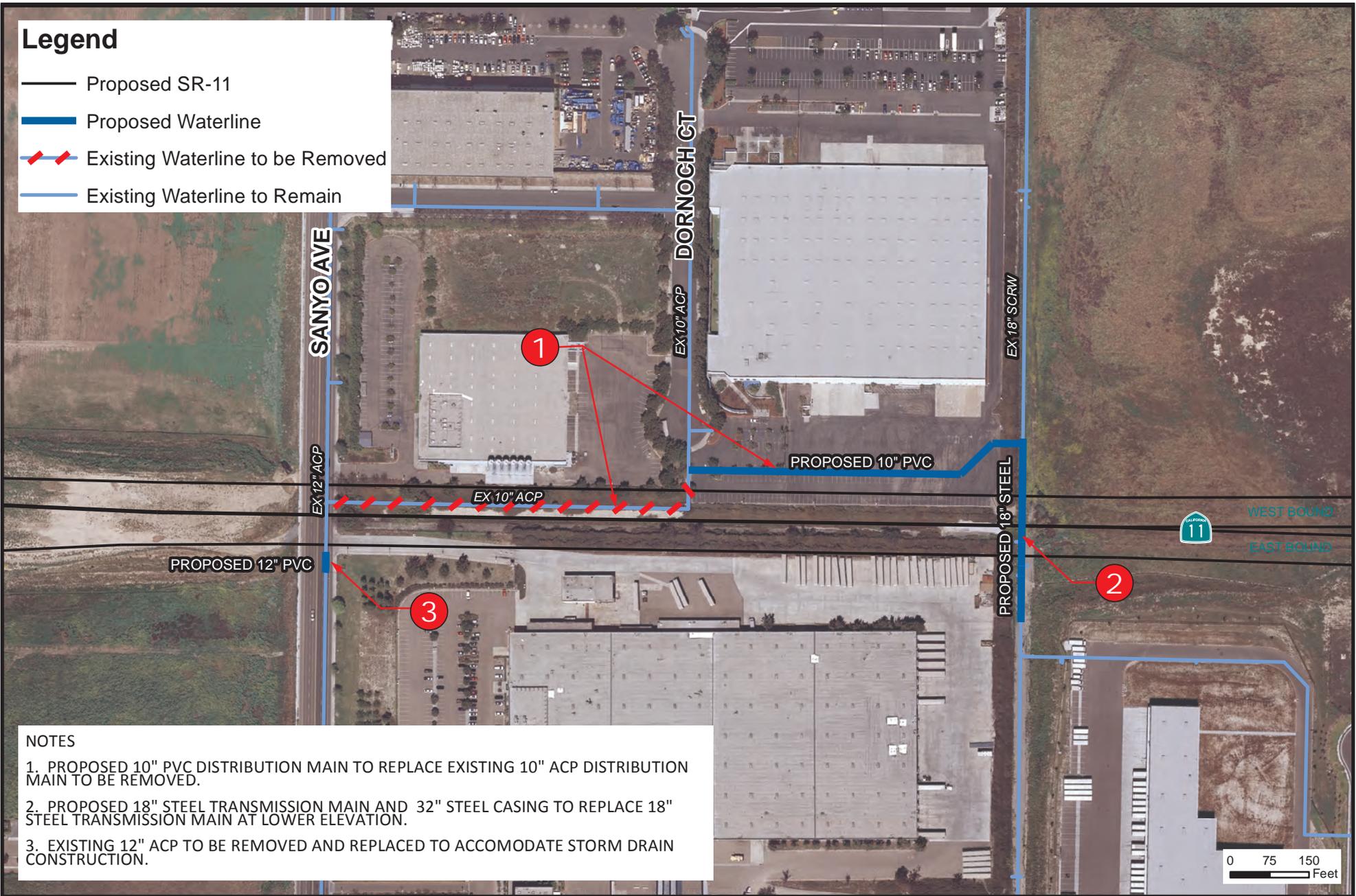


EXHIBIT A

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Legend

- Proposed SR-11
- Proposed Waterline
- Existing Waterline to be Removed
- Existing Waterline to Remain



NOTES

1. PROPOSED 10" PVC DISTRIBUTION MAIN TO REPLACE EXISTING 10" ACP DISTRIBUTION MAIN TO BE REMOVED.
2. PROPOSED 18" STEEL TRANSMISSION MAIN AND 32" STEEL CASING TO REPLACE 18" STEEL TRANSMISSION MAIN AT LOWER ELEVATION.
3. EXISTING 12" ACP TO BE REMOVED AND REPLACED TO ACCOMODATE STORM DRAIN CONSTRUCTION.



OTAY WATER DISTRICT

SR-11 UTILITY RELOCATIONS - SEQUENCE 1
LOCATION DETAIL MAP UA 33592



EXHIBIT B



OTAY WATER DISTRICT
 POTABLE 6-INCH BLOW OFF RELOCATION
 LOCATION DETAIL MAP UA 33622



CIP P2453

Exhibit D – Caltrans signed amendments

<u>Dist</u>	<u>Co</u>	<u>Rte</u>	<u>P.M.</u>	<u>EA/PID</u>
11	SD	11	0.0 – 1.6	056321/ 1100020519
Federal Aid No:		P011 (004)		
Owner's File:		CIP-NO P2453		
FEDERAL PARTICIPATION:			On the Project	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			On the Utilities	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Owner Payee Data No. VC0000020910 / AD001

FIRST AMENDMENT TO UTILITY AGREEMENT NO. 33592

WHEREAS, the State of California, acting by and through its Department of Transportation, hereinafter called STATE and Otay Water District, hereinafter called OWNER, have entered into that certain Utility Agreement No. 33592, dated July 23, 2013, which Agreement sets forth the terms and conditions pursuant to which OWNER will perform utility relocation activities required to accommodate the State's highway improvement project being the construction of freeway to freeway connectors in San Diego County near San Diego on SR-11 from SR-11/905 separation to Enrico Fermi and on SR-905 from 0.1 mile east of the La Media Road undercrossing to 0.2 mile west of Airway Road undercrossing,

WHEREAS, in the performance of said work, increased costs over and above those estimated at the time of the execution of said Agreement were due to OWNER's underestimation of construction cost estimate compared to the contractor's bid amount and related costs,

WHEREAS, it has been determined that, since estimated final costs will overrun the amount shown in said Agreement by 46%, and when the increased cost exceeds by 25% the estimated amount set forth in said Agreement, said Agreement shall be amended to show the increased cost of the work to the STATE; and

WHEREAS, the estimated cost to the STATE of the work to be performed under said Agreement was \$961,521.00, and by reason of the increased costs referred to above, the amended estimated cost to the STATE is \$1,400,609.00.

NOW, THEREFORE, it is agreed between the parties as follows:

1. The estimated cost to the STATE of \$961,521.00 as set forth in said Agreement is hereby amended to read \$1,400,609.00.
2. All other terms and conditions of said Agreement remain unchanged.

Exhibit D – Caltrans signed amendments

<u>Dist</u>	<u>Co</u>	<u>Rte</u>	<u>P.M.</u>	<u>EA/PID</u>
11	SD	11	0.40 – 0.40	288811/ 1113000167
Federal Aid No:		X073 (108)		
Owner's File:		SR 11/125/905 Connector Ramps Blowoff Relocation CIP P2453		
FEDERAL PARTICIPATION:			On the Project	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			On the Utilities	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Owner Payee Data No. VC0000020910 / AD001

FIRST AMENDMENT TO UTILITY AGREEMENT NO. 33622

WHEREAS, the State of California, acting by and through its Department of Transportation, hereinafter called STATE and Otay Water District, hereinafter called OWNER, have entered into that certain Utility Agreement No. 33622, dated October 10, 2014, which Agreement sets forth the terms and conditions pursuant to which OWNER will perform utility relocation activities required to accommodate the State's highway improvement project being the construction of northbound connectors in San Diego County in and near San Diego at State Route (SR) – 11/125/905 separation,

WHEREAS, in the performance of said work, increased costs over and above those estimated at the time of the execution of said Agreement were due to OWNER's underestimation of construction cost, and the unexpected costs of a traffic control consultant, Darnell & Associates, and WPCP consultant, ICF Jones & Stokes, and more than anticipated staff time to process the utility agreement,

WHEREAS, it has been determined that, since estimated final costs will overrun the amount shown in said Agreement by 93%, and when the increased cost exceeds by 25% the estimated amount set forth in said Agreement, said Agreement shall be amended to show the increased cost of the work to the STATE; and

WHEREAS, the estimated cost to the STATE of the work to be performed under said Agreement was \$74,000.00, and by reason of the increased costs referred to above, the amended estimated cost to the STATE is \$143,118.00.

NOW, THEREFORE, it is agreed between the parties as follows:

1. The estimated cost to the STATE of \$74,000.00 as set forth in said Agreement is hereby amended to read \$143,118.00.
2. All other terms and conditions of said Agreement remain unchanged.

Exhibit D – Caltrans signed amendments

AMENDMENT TO UTILITY AGREEMENT

FIRST AMENDMENT TO
UTILITY AGREEMENT NO. 33622
13-EX-24 (REV 4/2002)
Page 2 of 2

THE ESTIMATED TOTAL COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$143,118.00.

CERTIFICATION OF FUNDS				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.				
 HQ Accounting Officer				Date 8/12/15
ITEM	CHAP	STAT	FY	AMOUNT
2660-309-0890- 20-20	21	2012	12/13	\$69,118.00

FUND TYPE	EA	AMOUNT
Design Funds		\$
Construction Funds		\$
RW Funds	288819	\$69,118.00

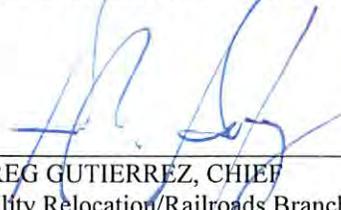
PID 1113000167
 Already encumbered \$74,000.00
 Total **\$143,118.00**

Vendor/Customer: VC0000020910 Address ID: AD001

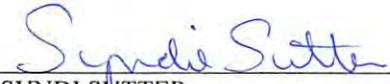
IN WITNESS WHEREOF, the parties hereto have executed this **FIRST AMENDMENT** to Utility Agreement No. 33622 this _____ day of _____, 2015.

STATE: DEPARTMENT OF TRANSPORTATION

Owner: OTAY WATER DISTRICT

By  _____ Date 8/11/15
 GREG GUTIERREZ, CHIEF
 Utility Relocation/Railroads Branch
 Right of Way Division

By _____ Name/Title _____ Date _____

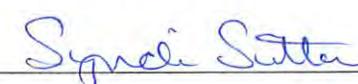
By  _____ Date 8-11-15
 SYNDI SUTTER
 Utility Coordinator

By _____ Name/Title _____ Date _____

DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:										UTILITY COMPLETES:		
T CODE	DOCUMENT NUMBER	SUF FIX	DIST	UNIT	CHG DIST	EA	SUB JOB	SPECIAL DESIGNATION	FFY	FA	OBJ CODE	DOLLAR AMOUNT
	UA										054	
	UA										054	

EA FUNDING VERIFIED:	
Sign>  Print> <u>Joyce Wiggs</u> R/W Planning and Management	Date <u>8/12/15</u> comen

REVIEW/REQUEST FUNDING:	
Sign>  Print> <u>Syndi Sutter</u> Utility Coordinator	Date <u>8-11-15</u>

Distribution: 2 originals to R/W Accounting
 1 original to Utility Owner
 1 original to file

AGENDA ITEM 6



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 7, 2015
SUBMITTED BY:	Jeff Marchioro Senior Civil Engineer	PROJECT:	P2083- DIV. NO. 2 001102
	Bob Kennedy Engineering Manager		
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Second Amendment to Carollo Engineers, Inc. Professional Engineering Services Contract for Design and Construction Support of the 870-2 Pump Station Project		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) authorize the General Manager to execute a Second Amendment with Carollo Engineers, Inc. (Carollo) for design and construction support of the 870-2 Pump Station Project in an amount not-to-exceed \$106,500 (see Exhibit A for Project location and Exhibit B for Project detail map).

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the General Manager to execute a Second Amendment with Carollo Engineers, Inc. (Carollo) for design and construction support of the 870-2 Pump Station Project in an amount not-to-exceed \$106,500.

ANALYSIS:

On October 11, 2013, the District entered into an agreement in the amount of \$624,910 with Carollo for preliminary and final design and construction support of the 870-2 Pump Station Project. The First Amendment, in the amount of \$29,000, for a three dimensional model of the pump station building and associated mechanical and electrical equipment, was executed June 16, 2014.

During review of Carollo's 60% design deliverable, Carollo presented their surge analysis sub-consultant's recommendation. A surge analysis is performed to understand how changes in flow velocity can cause over/under pressurization of the pipelines into and out of the pump station. The surge analysis indicated a large ten (10) foot diameter by thirty (30) foot long surge tank would need to be buried approximately twenty (20) feet below grade on the suction side of the pump station. A deeply buried surge tank would be expensive (initial cost on the order of \$500,000) and difficult to maintain. A suction surge tank was not anticipated since the new pump station will be built adjacent to the existing 570-1 "Roll" Reservoir. They found the existing 42-inch reservoir outlet, that was constructed in 1988, is too small and the pipe wall is too thin to support the proposed flow and pressure conditions.

The Second Amendment includes a supplemental surge analysis study to provide design recommendations for a larger and stronger replacement pipe for the 570-1 "Roll" Reservoir outlet along with an estimate of the cost. The supplemental surge analysis study will also provide recommendations on how to protect the existing four (4) mile long, 30-inch diameter interconnect between the 624-3 "Eastlake" Reservoir and the new 870-2 Pump Station.

The Second Amendment includes the final design of the new reservoir outlet pipeline, additional survey services, and additional potholing of existing utilities. Carollo will also prepare easement documents to secure approval from the County of San Diego and SDG&E for offsite grading and improvements.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

The total budget for CIP P2083, as approved in the FY 2016 budget, is \$15,000,000. Total expenditures, plus outstanding commitments and forecast, are \$2,614,586. See Attachment B for the budget detail.

Based on a review of the financial budget, the Project Manager anticipates that the budget for CIP P2083 is sufficient to support the Project.

The Finance Department has determined that, under the current rate model, 100% of the funding will be available from the Replacement Fund.

STRATEGIC GOAL:

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

LEGAL IMPACT:

None.

JM/BK:jf

P:\WORKING\CIP P2083 870-2 Pump Station Replacement\Staff Reports\2015-10-07 Carollo 2nd Amendment\BD-10-07-15 Carollo 2nd Amendment (JM-BK)rev4.docx

Attachments: Attachment A - Committee Action
Attachment B - Budget Detail
Exhibit A - Location Map
Exhibit B - Project Detail Map
Exhibit C - Second Amendment



ATTACHMENT A

SUBJECT/PROJECT: P2083-001102	Second Amendment to Carollo Engineers, Inc. Professional Engineering Services Contract for Design and Construction Support of the 870-2 Pump Station Project
-----------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------

COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a meeting held on September 22, 2015. The Committee supported Staff's recommendation.

NOTE:

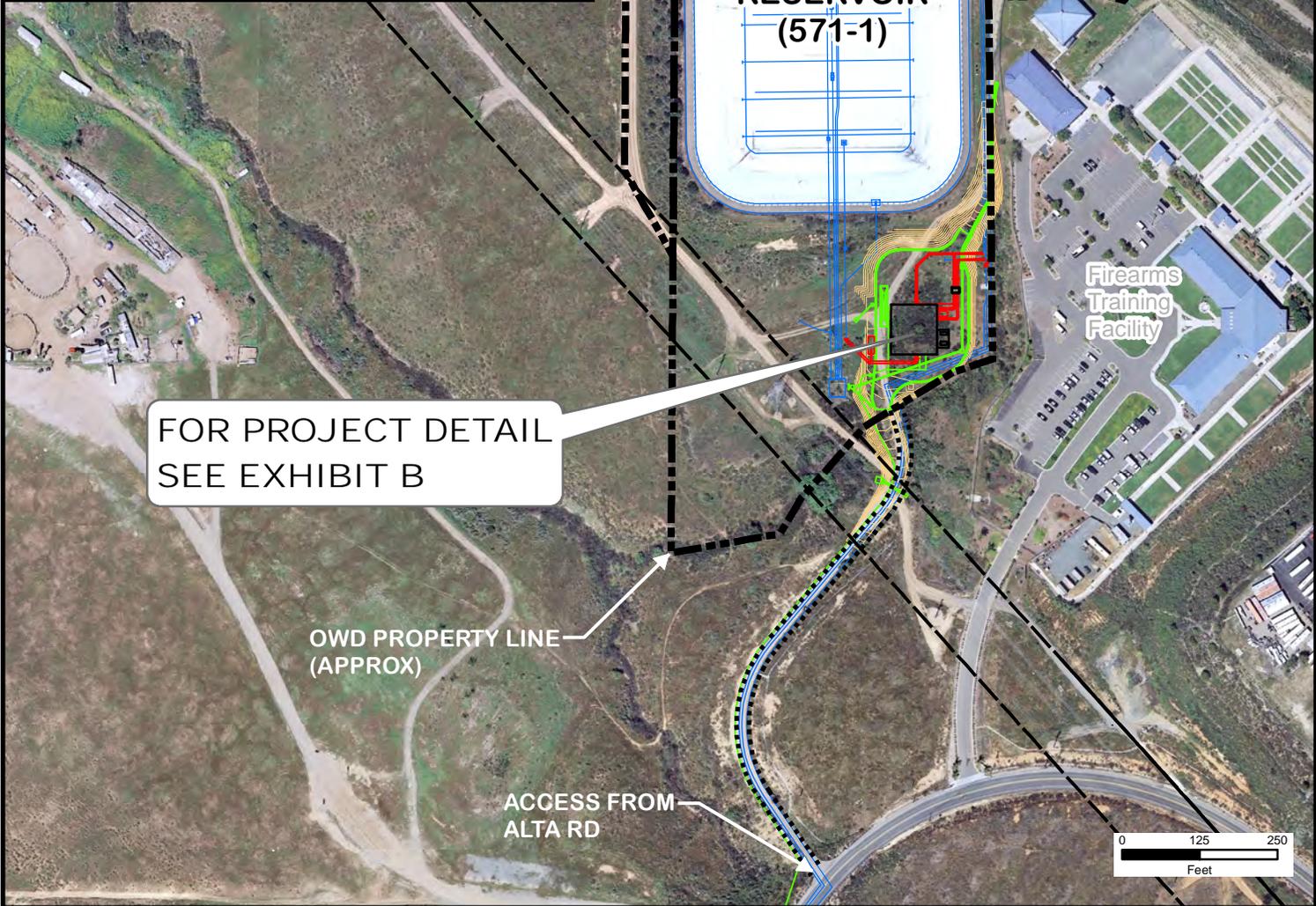
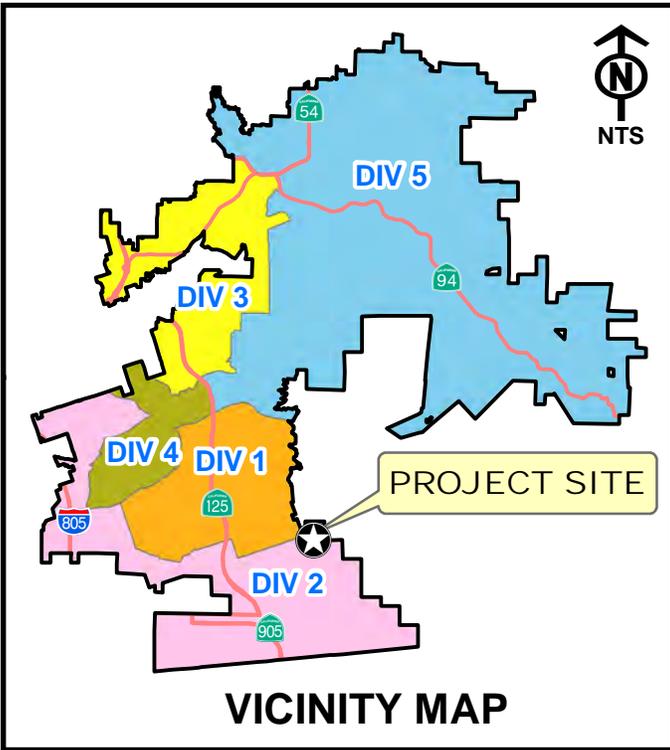
The "Committee Action" is written in anticipation of the Committee moving the item forward for Board approval. This report will be sent to the Board as a Committee approved item, or modified to reflect any discussion or changes as directed from the Committee prior to presentation to the full Board.



ATTACHMENT B – Budget Detail

SUBJECT/PROJECT: P2083-001102	Second Amendment to Carollo Engineers, Inc. Professional Engineering Services Contract for Design and Construction Support of the 870-2 Pump Station Project
-----------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------

Otay Water District					Date Updated: 8/26/2015
p2083-PS - 870-2 Pump Station (28,000 GPM)					
<i>Budget</i>	<i>Committed</i>	<i>Expenditures</i>	<i>Outstanding Commitment & Forecast</i>	<i>Projected Final Cost</i>	<i>Vendor/Comments</i>
15,000,000					
Planning					
Consultant Contracts	11,407	11,407	-	11,407	ICF JONES & STOKES INC
	17,094	17,094	-	17,094	JONES & STOKES ASSOCIATES INC
Service Contracts	164	164	-	164	SAN DIEGO DAILY TRANSCRIPT
Standard Salaries	81,428	81,428	-	81,428	
Fixed Asset	580,444	580,444	-	580,444	
Total Planning	690,537	690,537	-	690,537	
Design					
Consultant Contracts	14,068	14,068	-	14,068	SOUTHERN CALIFORNIA SOIL
	5,000	136	4,864	5,000	THE WATCHLIGHT CORPORATION
	4,850	4,850	-	4,850	BURKETT & WONG ENGINEERS INC
	533,677	346,101	187,576	533,677	CAROLLO ENGINEERS INC
Regulatory Agency Fees	3,694	3,694	-	3,694	SAN DIEGO GAS & ELECTRIC
Standard Salaries	243,858	243,858	-	243,858	
Supplier Contracts	5,350	1,300	4,050	5,350	INLAND AERIAL SURVEYS INC
	64,824	-	64,824	64,824	RBF CONSULTING
	20,000	-	20,000	20,000	BID DOC DISTRIBUTION
	106,500	-	106,500	106,500	Carollo 2nd Amendment
Total Design	1,001,822	614,008	387,814	1,001,822	
Construction					
Consultant Contracts	120,233	-	120,233	120,233	CAROLLO ENGINEERS INC
	788,633	17,623	771,010	788,633	RBF CONSULTING
Professional Legal Fees	160	160	-	160	STUTZ ARTIANO SHINOFF
Service Contracts	119	119	-	119	SAN DIEGO DAILY TRANSCRIPT
Standard Salaries	13,083	13,083	-	13,083	
Total Construction	922,228	30,985	891,243	922,228	
Grand Total	2,614,586	1,335,530	1,279,057	2,614,586	



OTAY WATER DISTRICT

870-2 PUMP STATION
LOCATION MAP



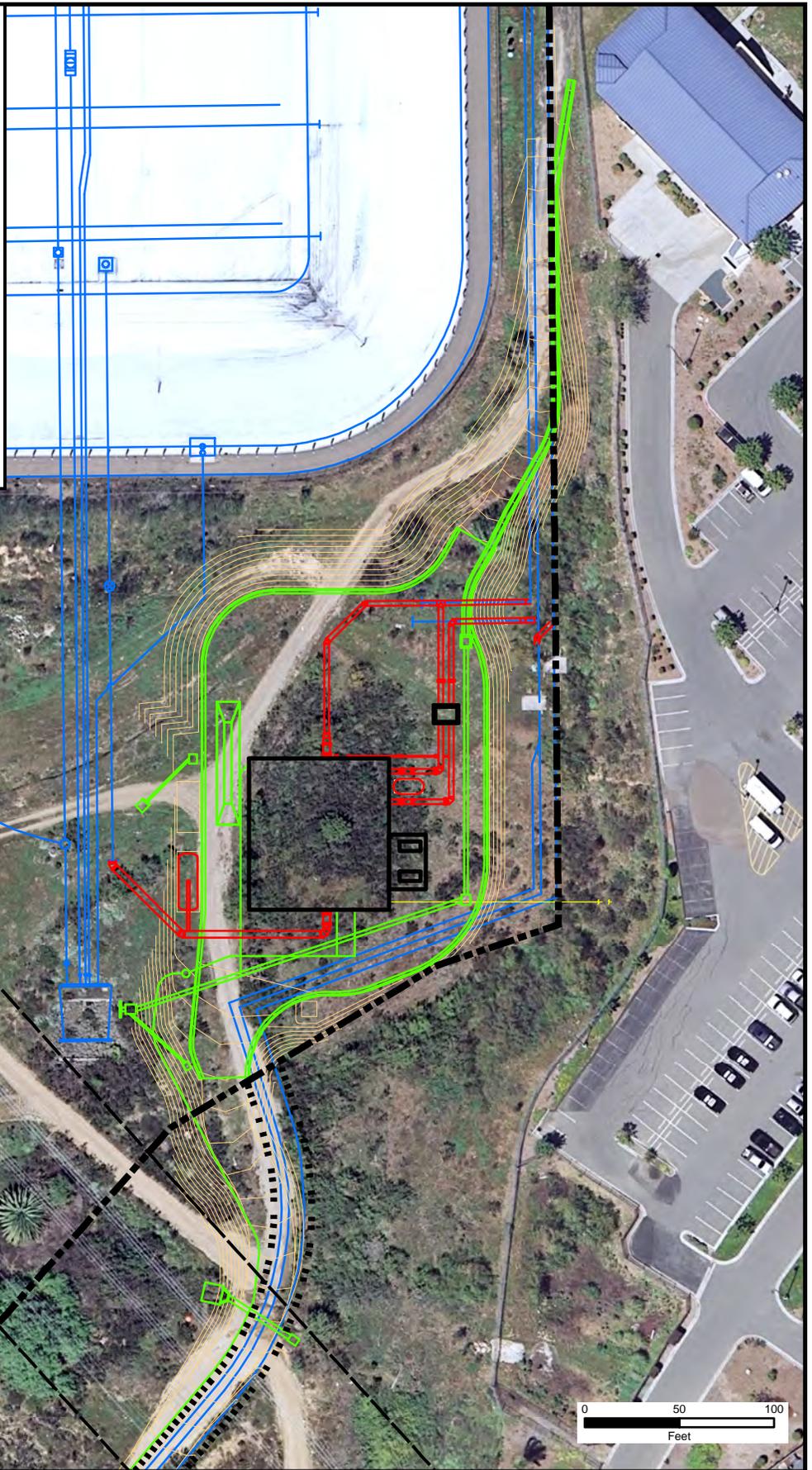
CIP P2083

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EXHIBIT A

Legend

- ExistingEasementOWD
- ExistingParcelOWD
- ExistingEasementSDGE
- ProposedStructure
- ProposedWater
- ProposedStormDrain&Sewer
- ProposedGas
- ProposedSiteCivil
- ExistingWaterOWD



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OTAY WATER DISTRICT

870-2 PUMP STATION
PROJECT DETAIL MAP



EXHIBIT B

SECOND AMENDMENT TO AGREEMENT
BETWEEN OTAY WATER DISTRICT AND
CAROLLO ENGINEERS, INC. RELATIVE TO
PRELIMINARY AND FINAL DESIGN AND CONSTRUCTION SUPPORT
FOR THE 870-2 PUMP STATION PROJECT

This Second Amendment ("Amendment") to the original Agreement for Preliminary and Final Design and Construction Support Services is made and entered into as of the ____ day of October, 2015, by and between OTAY WATER DISTRICT ("District"), and CAROLLO ENGINEERS, INC., a California corporation, ("Consultant").

R E C I T A L S

A. District and Consultant entered into that certain Agreement For Professional Services dated October 11, 2013, (the "Original Agreement"), under which Consultant agreed to provide the services therein described in connection with the District's 870-2 Pump Station Project (the "Services").

B. Subsequently, District and Consultant amended the Original Agreement on June 16, 2014 to increase the compensation to Consultant for additional services requested by the District (the "First Amendment"). The First Amendment did not extend the time for completion of the Services.

C. The Consultant has requested an increase in the Original Agreement amount, as amended by the First Amendment, to perform additional surge analysis, analyze the surge recommendations with cost estimates, design a new reservoir outlet, and perform additional survey and potholing work, as requested by the District.

D. The Original Agreement is due to expire on December 31, 2017, and the Services are 60% complete.

E. District and Consultant desire to enter into this Amendment to increase the compensation to Consultant for the additional services requested, extend the term for completion of the Services, and to amend certain specific terms and conditions of the Original Agreement as indicated below,

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. Exhibit A to the Original Agreement and Exhibit A to the First Amendment, setting forth the Services to be provided by Consultant, is hereby amended and supplemented by the Consultant's letter proposal dated August 24, 2015, attached to this Amendment and incorporated herein by reference.

2. The parties agree that the aggregate amount paid by the District to the Consultant for the Services rendered by Consultant in excess of the Original Agreement, as amended by the First Amendment, shall not exceed One Hundred and Six Thousand Five Hundred Dollars (\$106,500). Accordingly, the total compensation paid by the District for Services described in the Original Agreement, as amended by the First Amendment, shall not exceed Seven Hundred Sixty Thousand Four Hundred Ten Dollars (\$760,410).

3. Pursuant to the Original Agreement, the parties agreed that the Services would be completed on or prior to December 31, 2017. The parties hereby agree that the term of the Original Agreement is hereby extended to June 30, 2019 and all Services and work contemplated under the Original Agreement, as amended, shall be completed to the District's satisfaction on or prior to that date.

4. The parties agree that all terms and conditions of the Original Agreement, as amended by the First Amendment, not modified or amended by this Amendment, including without limitation all indemnity and insurance requirements, are and shall remain in full force and effect.

5. This Amendment is subject to the venue, choice of law and interpretation provisions of the Original Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

	CONSULTANT:
--	-------------

<p>OTAY WATER DISTRICT</p> <p>By: _____ Mark Watton Its: General Manager Date: _____</p>	<p>Carollo Engineers, Inc. 5075 Shoreham Place, Suite 120 San Diego, CA 92122</p> <p>By: _____ Name: <u>Jeff Thornbury</u> Its: <u>Vice President</u> Date: _____</p>
<p>Approved as to form:</p> <p>By: _____ General Counsel</p>	<p>Approved as to form:</p> <p>By: _____ Its: _____</p>

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August 24, 2015

Mr. Jeff Marchioro, Project Manager
Otay Water District
2554 Sweetwater Springs Boulevard
Spring Valley, California 91978-2004

Subject: Proposal for New Surge Analysis and Design Changes for 870-2 Pump Station

Dear Mr. Marchioro:

Carollo Engineers (Carollo) is submitting the following proposal for a new surge analysis considering alternate piping arrangements at the proposed 870-2 Pump Station (PS). In addition various design modifications to pipelines in the area and field survey work are also included in this proposal.

The primary goal of the new surge analysis is to determine if by using a new suction pipeline, the proposed surge protection equipment (e.g., surge tank, vacuum breaker, pressure relief valve, thicker pipe walls, etc.) can be reduced/minimized in scope compared to the previous surge analysis (NHC report dated March 5, 2015). This previous analysis conducted by Northwest Hydraulics Consultants recommended a large (17,000 gallon) surge tank on the suction side and located at an elevation that would require the tank to be buried or in a vault. The suction pipe diameter to the pump station would also be increased to 66-inches to accommodate up to 65 mgd of flow. Thicker pipe walls are also under consideration to allow the pipeline to take some negative pressure in anticipation of reducing the size of the surge control equipment.

Several tasks have been developed by the District to aid in better understanding the options. Each of these tasks is discussed in detail below with Scope of Work defined for each task.

Task No. 1: Surge Analysis with New Reservoir Outlet Pipeline

A new surge analysis will be conducted by GEI Consultants (GEI). The proposal from GEI is included as Exhibit A. This analysis will be based on a new outlet pipe from Roll Reservoir routed to the suction side of the proposed 870-2 PS. The outlet pipe would be 66-inch diameter and convey 65 mgd of flow at build-out capacity.

Carollo will provide preliminary alignments and elevations to GEI for developing the new surge analysis model. This information will be submitted to the District for review prior to release to GEI. Following District review, the surge analysis will be completed in approximately 6-weeks. One (1) meeting will be conducted with the District to review the Draft Surge Analysis Report.

Assumptions - Task 1:

- Two pipeline changes including 300± linear feet from proposed pump station to existing Roll Reservoir outlet.
- No changes to the current pump selection (e.g., type of pump or design point) shown in the 60% plans and specifications.

Second Amendment - Exhibit A

Task No. 2: Cost Comparison of Surge Control Options

A preliminary construction cost estimate will be developed for the original surge control recommendations by NHC and the new surge control recommendation developed as part of Task 1. This cost estimate will be provided to the District. Carollo will meet with the District to assist in determining the preferred surge control design that will be incorporated into the final pump station design scope. The work for this task will be completed in 1 week following completion of Task 1.

Task No. 3: Design for New Reservoir Outlet Line

This task includes development of plans, specifications, and construction cost estimates specific to the proposed 66-inch reservoir outlet line. Based on our preliminary review of the existing reservoir, 60% design for 870-2 pump station, and District shutdown schedules, we believe an open-cut installation of the new pipeline will be the most cost-effective approach. Although this approach will require removal of a portion of the southern embankment of the reservoir, the re-build work for the pipe trench and embankment will have a higher level of quality control in regards to inspection (e.g., backfill/compaction). Conversely, the trenchless options (e.g., jack and bore) will have less assurance that all annular spaces and voids are completely filled and the trench cross section is adequately stabilized and protected against seepage and settlement. Also with the trenchless option there would still need to be open-cut excavation at the tie-in point with the reservoir drain. Based on this decision, Carollo has developed the scope of work and fee based on an open-cut design approach.

Criteria & Assumptions - Task 3:

- Minimal E&IC work on current (60%) 870-2 pump station design (2 hrs).
- Minimal structural work on current (60%) 870-2 pump station design (4 hrs).
- Existing 42-inch outlet structure design concept reused but with stainless steel pipe in place of PVC pipe. Bars are assumed necessary for personal safety (falling hazard) and as a vortex breaker.
- Cover over new outlet pipe will be 36 inches (top of pipe to reservoir finished floor).
- Outlet fitting will be long-radius 90-degree elbow with weep ring embedded in the concrete pad.
- New reinforced concrete pad will be installed around outlet pipe.
- Outlet pipe will be steel pipe (AWWA C200 CML&C, 0.50-inch wall thickness minimum) with no concrete encasement.
- Angled crossing of pipeline under embankment (vs. perpendicular crossing) is acceptable by geotechnical engineer.
- Only a portion of the reservoir embankment disturbed by trench construction needs to be rebuilt. (Exact extents to be defined in geotechnical report).
- To minimize demolition and rebuilding of the existing overflow structure, the new outlet line (and possibly the reservoir drain) will be shifted to the east. Shoring (30-ft deep) will be used to protect the existing overflow structure. The tie-in with the 870-2 Pump Station will remain in the same location on the north end of the building.
- Isolation valve (direct bury) will be located outside in the yard at toe of reservoir embankment (vs. inside the 870-2 Pump Station).
- 8-inch drain/blow-off connection will be located at the low spot in the pipeline. Portable sump pump would be used in drain/blow-off piping to fully drain the pipe.
- Connection for suction side surge tank assumed on north side of site with surge tank just west of the paved area. (Final location and details of surge control to be defined in updated surge report, Task 1).

Second Amendment - Exhibit A

Work Provided by Others (Not included in this proposal) – Task 3:

- Geotechnical Engineering report.
- Reservoir lining and cover design.
- (Future) desalination pipeline alignment/profile for crossing the proposed outlet line.

Deliverables for Task 3 include the following:

- 30%: Preliminary alignment and details, and cost estimate.
- 60%: Plan and profile sheet, additional details.
- 90%: Additional detailing and specifications, and cost estimate.
- 100%: Bid ready plans/specifications and cost estimate.

Task No. 4: Additional Survey Work

This task includes survey and potholing work.

Perform horizontal and vertical survey the two lattice towers and two poles supporting conductors that span over OWD's access road. Locate the center bottom of each pole and the outside corners of each lattice tower leg. For each lattice towers and poles, locate the attachment points for each insulator, each attachment of conductor to an insulator, and the conductor sag between the towers with sufficient shots to model the catenary. When shooting the conductor sag the ambient air temperature, wind speed, time of day, and whether overcast or sunny will be noted in the data collection.

Survey by Berggren and Associates includes collecting horizontal and vertical locations for the following:

- Electrical tower/poles that cross the site. SDG&E requested this information as part of their review of the project. There are two (2) steel towers and two (2) wood poles/towers that will be surveyed.
- Surface pins at five (5) locations set by Underground Solutions during potholing.
- Roll Reservoir overflow.

Potholing by Underground Solutions includes the following:

- Excavating and backfilling at six (6) locations for buried water lines at the site.
- Excavating and backfilling at three (3) locations for a buried gas line at the site.
- Preparing field report to document field observations and measurements.

Task 4 deliverables include:

- Three (3) title reports including OWD's parcel, the County's parcel to the south containing Alta Road, and the County's parcel to the east containing the Firearms Training Center.
- Plats, legal descriptions, and easement documents for permanent and/or temporary easements on Firearms Training Center parcel including offsite grading, electrical, and gas lines.
- Plats, legal descriptions and easement documents for permanent and/or temporary easements on County parcel to the south including offsite grading, new sewer forcemain, widening of OWD access road, storm drain, pressure relief to storm drain
- Second set of plats and legal descriptions for SDG&E encroachments including offsite grading, electrical, gas, new sewer forcemain, widening of OWD access road, storm drain, pressure relief to storm drain

The work for this task will be completed in 3 weeks.

Based on the above Tasks and defined Scope of Work, Carollo is providing the following fee proposal for your consideration. The original contract fee schedule (2013) has been used.

Mr. Jeff Marchioro
Otay Water District
August 24, 2015
Page 4

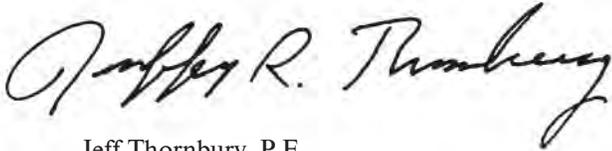
Second Amendment - Exhibit A

TASK NO.	DESCRIPTION	FEE
1	Surge Analysis with New Reservoir Outlet Pipeline	\$36,000
2	Cost Comparison of Surge Control Options	\$1,500
3	Design for New Reservoir Outlet	\$57,500
4	Additional Survey Work	\$11,500
	TOTAL	\$106,500

We appreciate the opportunity to provide continuing service to Otay Water District on this important project. Please do not hesitate to contact me or Jim Meyerhofer if you have any questions.

Respectfully submitted,

CAROLLO ENGINEERS, INC.



Jeff Thornbury, P.E.
Vice President

Second Amendment - Exhibit A

Exhibit A

Second Amendment - Exhibit A



Geotechnical
Environmental
Water Resources
Ecological

July 16, 2015

Mr. Jason Davis, P.E.
Carollo Engineers, Inc.
5075 Shoreham Place, Suite 120
San Diego, CA 92122

RE: Scope of Work and Cost Proposal – Otay Water District 870-2 Pump Station Pressure Surge Analysis

Dear Mr. Davis:

Per your request we are submitting this scope of work and cost proposal to perform a pressure surge analysis for the Otay Water District 870-2 Pump Station.

The description of the projects is as follows:

The new 870-2 PS will replace the existing 571-1 and 870-1 pump stations. As such, the new pump station will be designed to operate under the following flow conditions:

1. Pump from the 570 Roll Reservoir to the 870 Upper Reservoir, 20 mgd
2. Pump from the 570 Roll Reservoir to the 624 Eastlake Reservoir, 20 mgd
3. Pump from the 570 Roll Reservoir to the closed 870 Pressure Zone (870 Upper Reservoir off-line), 20 mgd
4. Pump from the 624 Eastlake Reservoir to the 870 Upper Reservoir, as much flow as hydraulically possible

For the first three conditions, 25 mgd will be recirculated through the 570 Roll Reservoir via recirculation pumps and existing 624 pump station piping. A pressure sustaining valve is used to maintain appropriate back pressure on the pumps. For the fourth condition, there will be no recirculation flow since the discharge piping will be used to deliver flow to the 870 Upper Reservoir and will not be available for the recirculation pumps. A 14-inch diameter pressure relief valve will be installed from the discharge to the suction header of the 570 pumps.

Ultimate capacity of the facility will be 65 mgd. To achieve this flow, a new recirculation pipeline will need to be constructed so flow can be delivered from the 570 Roll Reservoir to: a) the 870 Upper Reservoir or 870 Pressure Zone (20 mgd), b) the 624 Eastlake Reservoir (20 mgd), and c) recirculate through the 570 Roll Reservoir (25 mgd) all at the same time. It will be assumed that this new line will be 30 inches in diameter with a constant upslope back to the reservoir.

The 570 Roll Reservoir will supply flow to the pump station via an approximately 300 ft long, 66-inch diameter pipeline. There are dual approximately 0.75 mile long, 30-inch diameter existing pipelines between the pump station and the 870 Upper Reservoir. The

Second Amendment - Exhibit A

existing pipeline between the 624 Eastlake Reservoir and the pump station is approximately four miles long and 30 inches in diameter. This pipeline can be used to deliver flow both to and from the 624 Eastlake Reservoir.

Upon the sudden loss of power to any of the pump sets, a low pressure wave will propagate out into the pumps' discharge line, lowering the pressure in the system piping as it travels downstream to the reservoirs or the pressure zone. This low pressure wave could result in negative pressure conditions in the system piping and possible vapor pressure conditions. Upon reflection, high pressure waves can be created that could overpressurize the system. At the same time, on the suction side of the pumps, a high pressure wave will propagate back toward the supply reservoirs. This high pressure wave could be of sufficient magnitude that the pressure exceeds the maximum allowable surge pressure of the pipelines. Upon reflection, large magnitude negative pressures could be created on the suction side of the system. Existing air valves located on both the 624 and 870 reservoir pipelines may be of use to prevent adverse negative pressures in the system. However, the type and operation of these valves during a transient event will dictate whether they are sufficient as is or if changes are required.

The scope of work for the pressure surge analysis for the project includes the following general activities:

1. Project Management – Monthly invoicing, including reporting.
2. Information Review – Review of pump station plans, distribution system details, and existing hydraulic model of the associated pressure zones.
3. Model Development – Create a surge analysis model of the system including the pump station and associated distribution systems under the flow conditions detailed above.
4. Analysis and Recommendations – Perform surge analyses for sudden pump trip and pump start up for each of the flow conditions. Based on the results of the analysis, recommend appropriate surge protection measures to protect the pump station and distribution systems from adverse pressure surges. This may include, but is not limited to, the installation of pressurized surge tanks, vacuum relief valves, surge/pressure relief/anticipator valves, or any combination thereof.
5. Report –Prepare and submit a technical memorandum summarizing the results of the analysis in PDF format.

To estimate the effort necessary to complete these tasks, GEI has assumed the following information will be available:

- Pump Station information (plans, sections, valving, pump curves, etc.).
- Reservoir water surface elevations.
- A hydraulic model of the system including all suction side and discharge side piping in EPANET or WaterCAD/WaterGEMS.
- System piping information (pressure classes or maximum allowable hydraulic gradelines, pipeline materials, etc.).

Second Amendment - Exhibit A

The estimated Not-To-Exceed fee for the work as outlined above is \$30,740. The analysis and Technical Memorandum can be completed within 30 working days of receipt of a signed contract, notice to proceed, and the information listed above. If you would like to further discuss our qualifications, our proposal, or any other questions you may have, please feel free to contact me at (818) 552-6415. We appreciate this opportunity and look forward to hearing from you soon.

Sincerely,
GEI CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "R. Scott Foster". The signature is fluid and cursive, with a large, stylized initial "R" and "S".

R. Scott Foster, P.E.
Senior Consultant

AGENDA ITEM 7



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 7, 2015
SUBMITTED BY:	Dan Martin Engineering Manager	PROJECT:	P2531-001103 DIV. NOs.: 2 & 5 P2532-001103 P2535-001103
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Approve Change Orders No. 4, No. 5, and No. 6 to the Contract with Olympus & Associates, Inc. for the 944-1, 944-2, & 458-2 Reservoir Interior/Exterior Coatings & Upgrades Project		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board):

- o Approve Change Order No. 4 to the existing contract with Olympus & Associates, Inc. (Olympus) in the amount of \$28,071.00 for the 944-1, 944-2, & 458-2 Reservoir Interior/Exterior Coatings & Upgrades Project.
- o Approve Change Order No. 5 to the existing contract with Olympus & Associates, Inc. (Olympus) in the amount of \$46,204.33 for the 944-1, 944-2, & 458-2 Reservoir Interior/Exterior Coatings & Upgrades Project.
- o Approve Change Order No. 6 to the existing contract with Olympus & Associates, Inc. (Olympus) in the amount of \$11,413.89 for the 944-1, 944-2, & 458-2 Reservoir Interior/Exterior Coatings & Upgrades Project.

See Exhibits A-1 and A-2 for Project locations.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the General Manager to execute Change Orders No. 4, No. 5, and No. 6 in the amounts of \$28,071.00,

\$46,204.33, and \$11,413.89, respectively, to the construction contract with Olympus for the 944-1, 944-2, & 458-2 Reservoir Interior/Exterior Coatings & Upgrades Project.

ANALYSIS:

At the October 1, 2014 Board Meeting, the Board awarded a construction contract in an amount of \$1,206,008 to Olympus to replace the existing interior and exterior coatings for the 944-1, 944-2, and 458-2 Reservoirs. In addition to replacing the coatings of the reservoirs, the Project includes structural upgrades to comply with the current American Water Works Association (AWWA) and the Occupational Safety and Health Administration standards for both Federal (OSHA) and State (Cal-OSHA) levels.

Since the award of the construction contract, substantial structural repair work was identified at the 944-1 (Install Date January 1963), 944-2 (Install Date June 1992), and 458-2 (Install Date October 1967) Reservoirs. Although an internal (dive) inspection was performed at the Reservoirs in advance of the Project, the extent of the required repairs could not be assessed until removal of the existing coating was completed. The contract does include a Board approved Structural Modification Allowance item, which was established to address structural deficiencies identified during construction. A Work Order was approved against the allowance on June 12, 2015, to construct structural roof support system repairs at the 944-2 Reservoir.

Change Order No. 1 was issued under the General Manager's authority to advance the completion of repairs of floor, wall, and roof at the 458-2 Reservoir in the amount of \$41,778.00 and added twenty (20) days to the contract. On September 2, 2015 the Board approved a budget increase in the amount of \$325,000 to cover the costs of Change Orders No. 2, No. 3, and pending Change Orders No. 4 and No. 5 for the CIP Project budgets (P2531, P2532, and P2535) that support the construction contract. A contingency was also included in the approved budget increase for any unanticipated changes. This contingency will be used to fund the cost of Change Order No. 6 which is described in this staff report. The September 2, 2015 Board action also included approval of Change Orders No. 2 and 3.

This staff report seeks Board approval for Change Orders No. 4, No. 5, and No. 6 which are summarized below:

Change Order No. 4 (see Exhibit B-1) compensates the contractor for changing the specified coating on the floor of the 458-2 Reservoir from an 80% solids product to a 100% solids product. This change is required to properly address coating of the existing floor in consideration of the pitting encountered at

the 458-2 reservoir. The cost associated with Change Order No. 4 is \$28,071.00.

Change Order No. 5 (see Exhibit B-2) compensates the contractor for the completion of structural repairs, including replacement of all rafters and seismic ties that support the roof of the 944-1 Reservoir. The 944-1 Reservoir was originally constructed and placed into service in January of 1963. In the early 1990's the District initiated a cathodic protection program to protect the District's facilities against advanced corrosion. A cathodic protection system was installed at the 944-1 Reservoir in 1992. Currently, all of the District's steel reservoirs, including the 944-2 and 458-2 Reservoirs, have cathodic protection systems in place.

The last interior coating of the 944-1 reservoir was performed in 1995. Although corrosion, including metal loss, was identified on the existing rafters during the 1995 coating project, it was determined to be non-structural in nature at that time. The 1995 coating project removed the existing corrosion and recoated the rafters. A structural assessment of the current condition of the rafters and seismic ties, which was performed in July 2015, has concluded that replacement is necessary.

The cost associated with the completion of structural repairs, as included in Change Order No. 5, is \$46,204.33. Change Order No. 5 also addresses contract time as a result of the added structural repair work at the 944-1 Reservoir. Time impacts associated with this change are provided in Exhibit B-2, including the addition of thirty-two (32) days. In total, the thirty-two (32) additional days added to the contract will result in a revised total contract duration of 307 calendar days.

Change Order No. 6 (see Exhibit B-3) compensates the contractor for structural repairs and replacement of a portion of the 944-1 Reservoir overflow. During blasting operations, the media blasting revealed excessive corrosion in the overflow for the reservoir. This discovery resulted in the need to replace portions of the overflow pipe to restore the structural integrity and water tightness of the pipe. The cost associated with the completion of structural repairs, as included in Change Order No. 6, is \$11,413.89. Change Order No. 6 also addresses contract time as a result of the added structural repair work at the 944-1 Reservoir. Time impacts associated with this change are provided in Exhibit B-3, including the addition of two (2) days. In total, the two (2) additional days added to the

contract will result in a revised total contract duration of 309 calendar days.

Olympus, the contractor of the Project, has completed the interior and exterior recoating work at the 944-2 Reservoir and that reservoir was placed into service on July 29, 2015. As of September 12, 2015, Olympus has completed the interior coating work at the 458-2 Reservoir and is currently performing blasting and coating work on the exterior of the reservoir. Structural repair work at the 944-1 Reservoir was initiated in September 2015.

District staff currently estimates that the contractor is approximately 80 calendar days behind schedule. This estimate includes granting the contract time extensions that are included in Change Orders No. 5 and No. 6 under consideration by the Board as part of this staff report. Olympus has been notified that the District will be assessing liquidated damages associated with the late delivery of the Project.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

Funding for the overall Project comes from CIP's P2531, P2532, and P2535. The total budget is \$2,175,000.

The total budget for CIP P2531 (944-1 Reservoir), as approved by the Board at the September 2, 2015 Board Meeting, is \$390,000. Total expenditures, plus outstanding commitments and forecast, are \$387,725. See Attachment B-1 for budget detail.

The total budget for CIP P2532 (944-2 Reservoir), as approved by the Board at the September 2, 2015 Board Meeting, is \$946,000. Total expenditures, plus outstanding commitments and forecast, are \$945,010. See Attachment B-2 for budget detail.

The total budget for CIP P2535 (458-2 Reservoir), as approved by the Board at the September 2, 2015 Board Meeting is \$839,000. Total expenditures, plus outstanding commitments and forecast, are \$838,334. See Attachment B-3 for budget detail.

Based on a review of the financial budget, the Project Manager anticipates that the budgets for CIP's P2531, P2532, and P2535 are sufficient to support the Project.

The Finance Department has determined that, under the current rate model, 100% of the funding is available from the Replacement Fund for CIP's P2531, P2532, and P2535.

STRATEGIC GOAL:

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

LEGAL IMPACT:

None.

DM/RP:jf

P:\WORKING\CIP P2531 & P2532 - 944-1 & 2 Reservoir Int-Ext Coating\Staff Reports\BD 10-07-15\BD 10-07-15 Staff Report 944-1 944-2 458-2 Reservoir CO 04_CO 05_CO 06(DM-RP).docx

Attachments: Attachment A - Committee Action
Attachment B-1 - Budget Detail for P2531
Attachment B-2 - Budget Detail for P2532
Attachment B-3 - Budget Detail for P2535
Exhibit A-1 - Location Map for 944-1 & 944-2
Exhibit A-2 - Location Map for 458-2
Exhibit B-1 - Change Order No. 4
Exhibit B-2 - Change Order No. 5
Exhibit B-3 - Change Order No. 6



ATTACHMENT A

SUBJECT/PROJECT: P2531-001103 P2532-001103 P2535-001103	Approve Change Orders No. 4, No. 5, and No. 6 to the Contract with Olympus & Associates, Inc. for the 944-1, 944-2, & 458-2 Reservoir Interior/Exterior Coatings & Upgrades Project
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COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a meeting held on September 22, 2015. The Committee supported Staff's recommendation.

NOTE:

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



ATTACHMENT B-1 – Budget Detail for P2531

SUBJECT/PROJECT:	Approve Change Orders No. 4, No. 5, and No. 6 to the
P2531-001103	Contract with Olympus & Associates, Inc. for the 944-1,
P2532-001103	944-2, & 458-2 Reservoir Interior/Exterior Coatings &
P2535-001103	Upgrades Project

Otay Water District					Date Updated: 9/16/15
P2531-944-1 Reservoir Interior/Exterior Coating					
Budget	Committed	Expenditures	Outstanding Commitment &	Projected Final Cost	Vendor/Comments
390,000					
Planning					
Standard Salaries	468	468	-	468	
Consultant Contracts	3,411	3,411	-	3,411	HDR ENGINEERING INC
Regulatory Agency Fees	25	25	-	25	PETTY CASH CUSTODIAN
Total Planning	3,904	3,904	-	3,904	
Design					
Standard Salaries	4,232	4,232	-	4,232	
Service Contracts	45	45	-	45	SAN DIEGO DAILY TRANSCRIPT
Construction Contracts	90	90	-	90	CLARKSON LAB & SUPPLY INC
Total Design	4,367	4,367	-	4,367	
Construction					
Standard Salaries	52,500	9,204	43,296	52,500	
Construction Contract	188,228	1,625	186,603	188,228	OLYMPUS & ASSOCIATES
	46,204	-	46,204	46,204	OLYMPUS & ASSOCIATES CO 05
	11,414	-	11,414	11,414	OLYMPUS & ASSOCIATES CO 06
Service Contracts	50,000	-	50,000	50,000	SPECIALTY INSPECTION
	12,500	5,100	7,400	12,500	ALYSON CONSULTING-CM
Equipment	15,000	-	15,000	15,000	Pending Valve Replacement
Equipment Charges	78	78	-	78	EQUIPMENT CHARGES
Professional Legal Fees	530	527	3	530	STUTZ ARTIANO SHINOFF
Regulatory Agency Fees	-	-	-	-	PETTY CASH CUSTODIAN
Project Closeout	3,000	-	3,000	3,000	CLOSEOUT
Project Contingency	-	-	-	-	5% CONTINGENCY
Total Construction	379,454	16,534	362,921	379,454	
Grand Total	387,725	24,805	362,921	387,725	



ATTACHMENT B-2 – Budget Detail for P2532

SUBJECT/PROJECT:	Approve Change Orders No. 4, No. 5, and No. 6 to the
P2531-001103	Contract with Olympus & Associates, Inc. for the 944-1,
P2532-001103	944-2, & 458-2 Reservoir Interior/Exterior Coatings &
P2535-001103	Upgrades Project

Otay Water District					Date Updated: 9/12/15
P2532-944-2 Reservoir Interior/Exterior Coating					
<i>Budget</i>	<i>Committed</i>	<i>Expenditures</i>	<i>Outstanding Commitment &</i>	<i>Projected Final Cost</i>	<i>Vendor/Comments</i>
946,000					
Planning					
Standard Salaries	468	468	-	468	
Consultant Contracts	3,412	3,412	-	3,412	HDR ENGINEERING INC
Regulatory Agency Fees	25	25	-	25	PETTY CASH CUSTODIAN
Total Planning	3,905	3,905	-	3,905	
Design					
Standard Salaries	7,982	7,982	-	7,982	
Professional Legal Fees	-	-	-	-	STUTZ ARTIANO SHINOFF
Consultant Contracts	-	-	-	-	CONSULTANT CONTRACT
Service Contracts	1,129	1,129	-	1,129	MAYER
	45	45	-	45	SAN DIEGO DAILY TRANSCRIPT
	-	-	-	-	
	-	-	-	-	
	-	-	-	-	
Total Design	9,156	9,156	-	9,156	
Construction					
Standard Salaries	194,000	185,910	8,090	194,000	
Construction Contract	553,680	528,065	25,615	553,680	OLYMPUS & ASSOCIATES
	33,936	33,936	-	33,936	OLYMPUS & ASSOCIATES - WO 1 ALLOWANCE
Service Contracts	112,924	112,924	-	112,924	HDR-SPECIALTY INSPECTION
	35,026	34,820	206	35,026	ALYSON CONSULTING-CM
	90	90	-	90	CLARKSON LAB & SUPPLY
	680	680	-	680	WATCHLIGHT CORPORATION
Equipment Charge	1,283	1,283	-	1,283	EQUIPMENT CHARGE
Professional Legal Fees	330	327	3	330	STUTZ ARTIANO SHINOFF
Regulatory Agency Fees	-	-	-	-	PETTY CASH CUSTODIAN
Project Closeout	-	-	-	-	CLOSEOUT
Project Contingency	-	-	-	-	5% CONTINGENCY
Total Construction	931,949	898,035	33,914	931,949	
Grand Total	945,010	911,096	33,914	945,010	

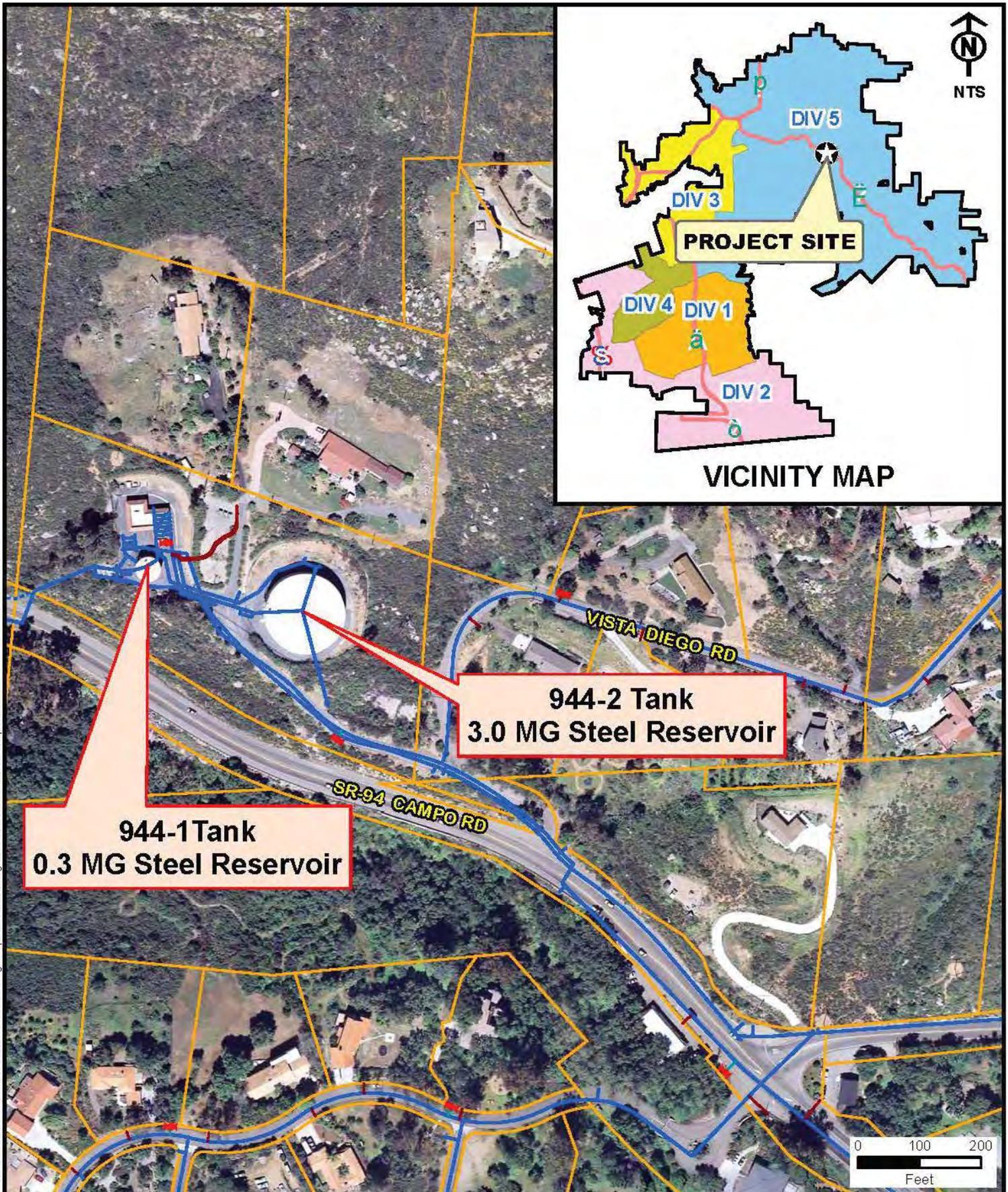


ATTACHMENT B-3 – Budget Detail for P2535

SUBJECT/PROJECT:	Approve Change Orders No. 4, No. 5, and No. 6 to the
P2531-001103	Contract with Olympus & Associates, Inc. for the 944-1,
P2532-001103	944-2, & 458-2 Reservoir Interior/Exterior Coatings &
P2535-001103	Upgrades Project

Otay Water District					Date Updated: 9/12/15
P2535-458-2 Reservoir Interior/Exterior Coating					
Budget	Committed	Expenditures	Outstanding Commitment &	Projected Final Cost	Vendor/Comments
839,000					
Planning					
	-	-	-	-	
Total Planning	-	-	-	-	
Design					
Standard Salaries	15,983	15,983	-	15,983	
Professional Legal Fees	387	387	-	387	STUTZ ARTIANO SHINOFF
Consultant Contracts	2,715	2,715	-	2,715	CSI SERVICES INC
Service Contracts	4,610	4,610	-	4,610	MAYER
	89	89	-	89	SAN DIEGO DAILY TRANSCRIPT
Total Design	23,784	23,784	-	23,784	
Construction					
Standard Salaries	150,000	101,194	48,806	150,000	
Construction Contract	404,100	238,129	165,971	404,100	OLYMPUS & ASSOCIATES
	26,064	26,064	-	26,064	OLYMPUS & ASSOCIATES - ALLOWANCE
	41,778	41,778	-	41,778	OLYMPUS & ASSOCIATES - CO1
	44,458		44,458	44,458	OLYMPUS & ASSOCIATES - CO2
	4,073		4,073	4,073	OLYMPUS & ASSOCIATES - CO3
	28,071		28,071	28,071	OLYMPUS & ASSOCIATES - CO4
Service Contracts	47	47	-	47	SAN DIEGO DAILY TRANSCRIPT
	3,515	3,515	-	3,515	FERGUSON WATERWORKS
	3,081	3,081	-	3,081	PACIFIC PIPELINE
	400	400	-	400	R&M SOLUTIONS
	2,958	2,958	-	2,958	DJA INSPECTION
	31,930	31,930	-	31,930	HDR-SPECIALTY INSPECTION
	629	629	-	629	WATCHLIGHT CORPORATION
	13,000	-	13,000	13,000	ALYSON CONSULTING-CM
	372	372	-	372	NINYO & MOORE
	48,925	-	48,925	48,925	RF JEAGER -SPECIALTY INSPECTION
Equipment Charge	1,093	1,093	-	1,093	EQUIPMENT CHARGE
Standard Materials	18	18	-	18	STANDARD MATERIALS
Regulatory Agency Fees	38	38	-	38	PETTY CASH CUSTODIAN
Project Closeout	5,000	-	5,000	5,000	
Professional Legal Fees	5,000	-	5,000	5,000	
Project Contingency	-	-	-	-	5% CONTINGENCY
Total Construction	814,550	451,246	363,304	814,550	
Grand Total	838,334	475,030	363,304	838,334	

P:\WORKING\CIP P2531 & P2532 - 944-1 & 2 Reservoir Int-Ext Coating\Graphics\Exhibits-figures\Reservoir Location Map Exhibit



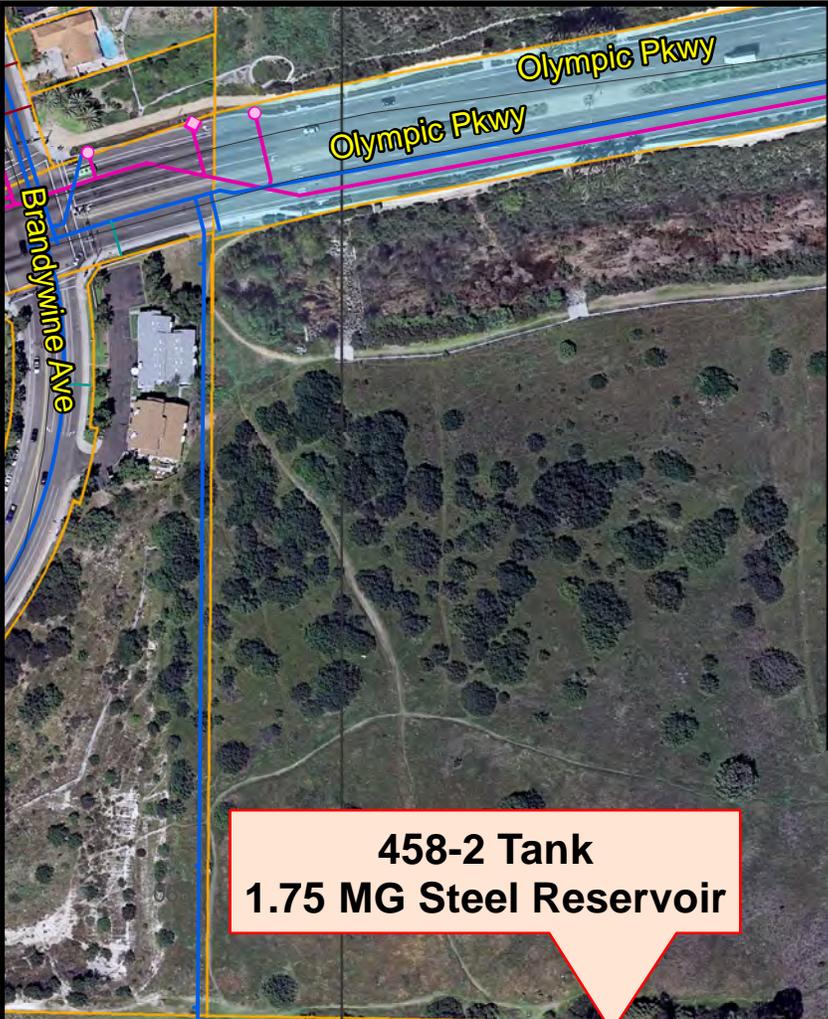
**944-1 Tank
0.3 MG Steel Reservoir**

**944-2 Tank
3.0 MG Steel Reservoir**

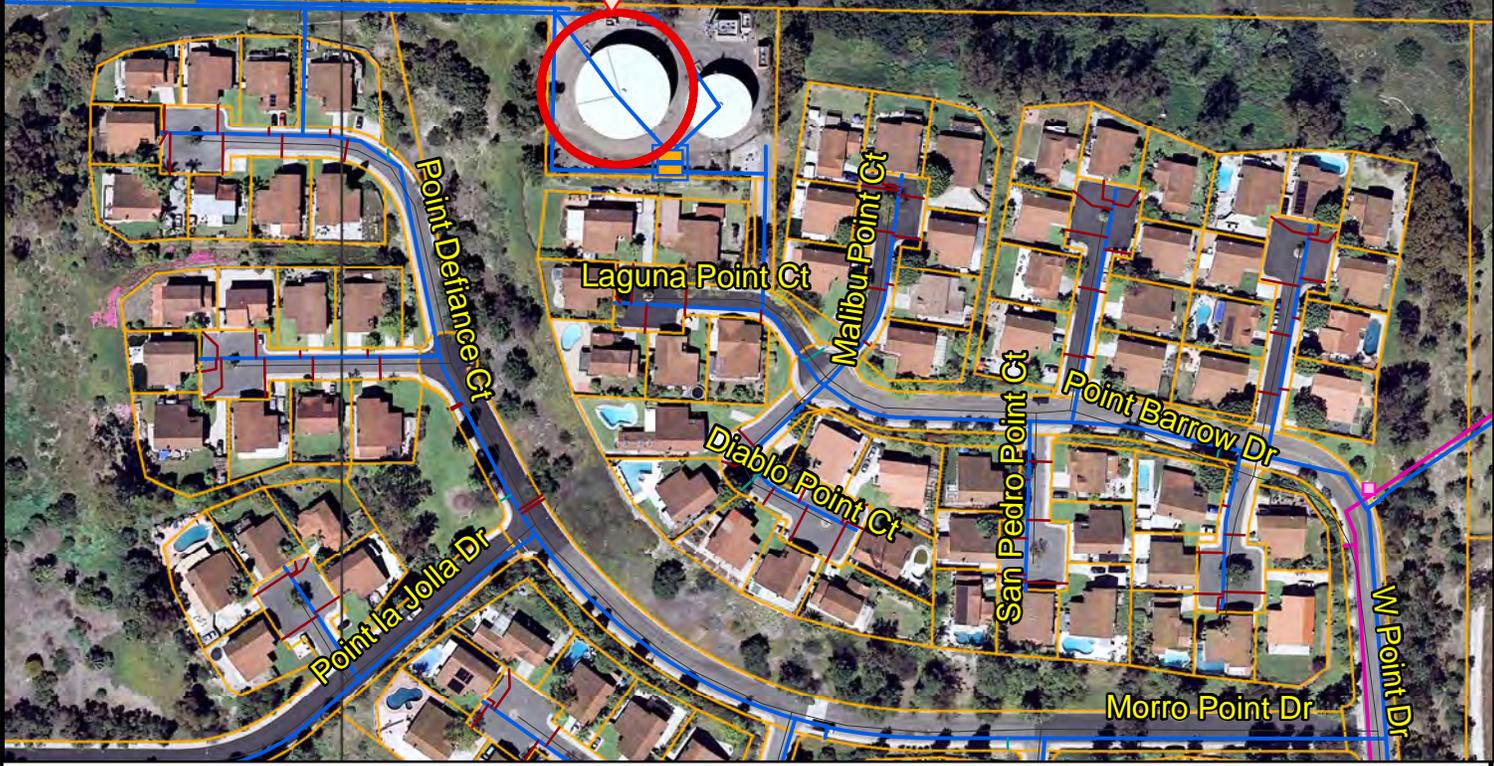
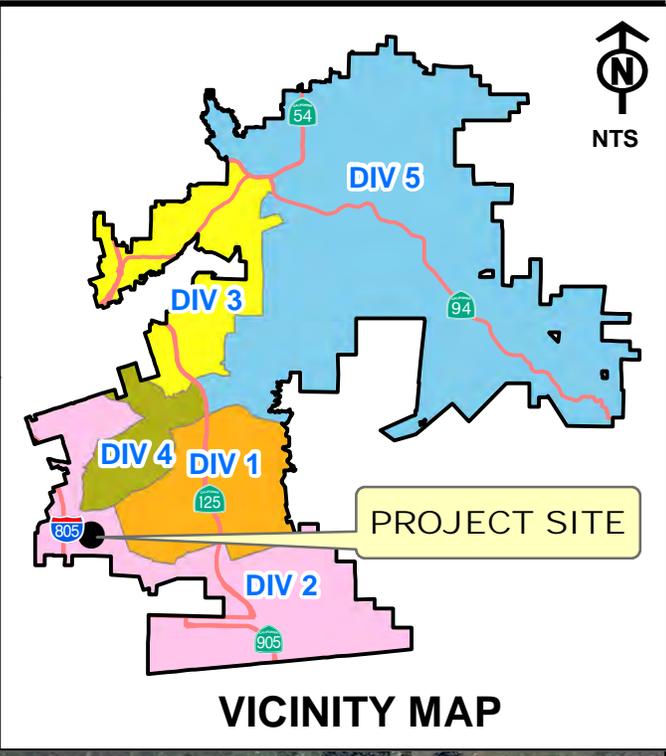
OTAY WATER DISTRICT

**944-1 & 944-2 Reservoir Exterior/Interior Coatings Project
Location Map**

CIP P2531
CIP P2532



**458-2 Tank
1.75 MG Steel Reservoir**



OTAY WATER DISTRICT

458-2 Reservoir Interior/Exterior
Coating and Upgrades



CIP P2535

P:\WORKING\CIP P2493 & P2535 624-2 & 458-2 Reservoir Coating\Graphics\Exhibits\Figures\458-2_Location.mxd

OTAY WATER DISTRICT
 2554 SWEETWATER SPRINGS BLVD., SPRING VALLEY, CA. 91978, (619) 670-2222

CONTRACT/P.O. CHANGE ORDER No. 4

PROJECT/ITEM: 944-1, 944-2, & 458-2 Reservoir Interior/Exterior Coating & Upgrades
CONTRACTOR/VENDOR: Olympus and Associates Inc. **REF.CIP No.:** P2531/P2532/P2535
APPROVED BY: Board **REF. P.O. No:** 718662 **DATE:** 8/7/15

DESCRIPTION:

Charges attributable to the 458-2 Reservoir (CIP P2535). This Change Order provides for changing the specified coating on the floor of the 458-2 Reservoir from an 80% solids product to a 100% solids product.

REASON:

Upon completion of structural repairs to the floor of the 458-2 Reservoir it was determined necessary to change the specified floor coating to a 100% solids product to properly address floor pitting. With the originally specified 80% solids product, existing pitting in the floor would result in pooling of coating material in pits leading to deficient coating thickness and premature failure. Spraying additional material to counter this deficiency would result too much material on surrounding areas leading to cracking of the coating and premature failure. This change order is necessary to implement use of a 100% product to effectively protect the floor and achieve the required warranty duration.

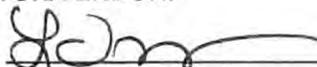
CHANGE P.O. TO READ:

Revise Contract to add \$28,071.00 and add 0 days time for a total Contract amount of \$1,324,388.00 with a Contract Duration of 275 Calendar Days.

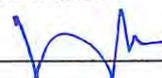
ORIGINAL CONTRACT/P.O. AMOUNT:	\$	1,206,008.00
ADJUSTED AMOUNT FROM PREVIOUS CHANGE:	\$	90,309.00
TOTAL COST OF THIS CHANGE ORDER:	\$	28,071.00
NEW CONTRACT/P.O. AMOUNT IS:	\$	1,324,388.00
ORIGINAL CONTRACT COMPLETION DATE:		06/13/15
CONTRACT/P.O. TIME AFFECTED BY THIS CHANGE:		No
REVISED CONTRACT COMPLETION DATE:		08/05/15

IT IS UNDERSTOOD WITH THE FOLLOWING APPROVALS, THAT THE CONTRACTOR/VENDOR IS AUTHORIZED AND DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES. IT IS ALSO AGREED THAT THE TOTAL COST FOR THIS CHANGE ORDER CONSTITUTES FULL AND COMPLETE COMPENSATION FOR OBLIGATIONS REQUIRED BY THE CONTRACT/P.O. ALL OTHER PROVISIONS AND REQUIREMENTS OF THE CONTRACT/P.O. REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR/VENDOR:

SIGNATURE: 
NAME: Lindsey Tsipos
TITLE: Office Manager **DATE:** 8/7/15
COMPANY & ADDRESS: Olympus & Associates, Inc.
405 Lovitt Lane
Reno, NV 89506

STAFF APPROVALS:

PROJ. MGR:  **DATE:** 8/7/15
DIV. MGR: _____ **DATE:** _____
CHIEF: _____ **DATE:** _____
ASST. GM: _____ **DATE:** _____

DISTRICT APPROVAL:

GEN. MANAGER: _____ **DATE:** _____

COPIES: FILE (Orig.), CONTRACTOR/VENDOR, CHIEF-ENGINEERING, CHIEF-FINANCE, ENGR. MGR.
 ACCTS PAYABLE, INSPECTION, PROJ. MGR., ENGR. SECRETARY, PURCHASING, PROJECT BINDER



COST ESTIMATE SUMMARY

COR 458-2 Floor Material Change
 Contract: 944s & 458-2 Reservoirs
 JOBSITE:

W.O. #
 C.I.P. NO.

PREPARED BY - Douglas Cook
 SIGNATURE:
 DATE:

DESCRIPTION	QUANTITY	UNITS	LABOR				EQUIPMENT		MATERIAL		UNIT PRICE		TOTAL
			MH/UNIT	TOTAL MANHOURS	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
Area of reservoir 458-2 with 98 foot diameter equals	7540.0	SF											
Area for 6-inches of shell bottom equals	154.0	SF											
Total SF affected by coating change	7694.0	SF											
Credit for not used Devoe 233 (15-18 mils = 16.5 DFT AVG)(77.8 SF/Gallon)	-98.9	gallons											
10% Stripe coat & waste	-9.9	gallons											
Quantity Rounded to 5 gallon pail	-110.0	gallons							\$29.59	-\$3,255			-\$3,255
Add for Devoe 133 (100% Solids)(27-38 DFT = 33 DFT AVG)(48.6 SF/Gallon)(50% surface no pits)	79.1	gallons		0.0									\$0
Heavy Pitted Areas Add for Devoe 133 (100% Solids)(42-53 DFT = 48 DFT AVG)(33.4 SF/Gallon)(50% surface heavy pits)	115.1	gallons											
25% roll pits & waste	48.6	gallons		0.0									\$0
Quantity Rounded to 5 gallon pail	245.0	gallons		0.0					\$65.14	\$15,959			\$15,959
Plural Pump Rental	1.0	week		0.0			\$3,730.00	\$3,730					\$3,730
Plural Pump Rental Tax	1.0	week		0.0			\$298.40	\$298					\$298
Fuel / Accessories	1.0	week		0.0			\$500.00	\$500					\$500
Pump Operator	1.0	EA	16.000	16.0	\$53.12	\$850							\$850
Surface Preparation	3.0	EA	32.000	96.0	\$53.12	\$5,100							\$5,100
SUBTOTAL COST				112.0		\$5,950		\$4,528		\$12,704		\$0	\$0
SALES TAX - 8.00%		1 LS								\$1,016			\$1,016
TOTAL COST						\$5,950		\$4,528		\$13,721		\$0	\$24,199
MARK-UP PER CONTRACT (OH, PROFIT & BOND)						\$952		\$725		\$2,195			\$3,872
TOTAL PRIME CONTRACTOR PRICE				112.0		\$6,902		\$5,253		\$15,916		\$0	\$28,071

SUBCONTRACTOR DESCRIPTION	QUANTITY	UNITS	LABOR				EQUIPMENT		MATERIAL		UNIT PRICE		TOTAL
			MH/UNIT	TOTAL MANHOURS	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
SUBTOTAL COST				0.0		\$0		\$0		\$0		\$0	\$0
SALES TAX - 7.75%		1 ls								\$0			\$0
TOTAL COST						\$0		\$0		\$0		\$0	\$0
MARK-UP PER CONTRACT (OH, PROFIT & BOND)						\$0		\$0		\$0		included	\$0
TOTAL SUBCONTRACTOR PRICE				0.0		\$0		\$0		\$0		\$0	\$0
PRIME CONTRACTOR MARK-UP PER CONTRACT						\$0		\$0		\$0		\$0	\$0
TOTAL RFP PRICE				112.0		\$6,902		\$5,253		\$15,916		\$0	\$28,071



REQUEST FOR PROPOSAL # 004

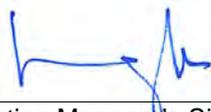
Date: <u>June 30, 2015</u>	Project Name: <u>944-1, 944-2, & 458-2 Reservoirs Interior/Exterior Coating & Upgrades</u>
To: <u>Olympus & Associates 405 Lovitt Lane Reno, NV 89506</u>	C.I.P. No.: <u>P2531/P2532/P2535</u>
Attn: <u>Lazarus Tsiopos</u>	Contractor: <u>Olympus & Associates</u>
From: <u>Douglas Cook</u>	
Subject: <u>458-2 Floor Coating Change</u>	

Reference Drawings: N/A
 Ref. Spec. Section: N/A
 Referenced RFI: N/A

Description: **X** Shop drawings required
No Shop drawings required

Please prepare a lump sum proposal to furnish all required labor, material, and equipment necessary to implement the following items:

- Replace the Specified 80% solids (Devoe Bar Rust 233H) coating system with 100% solids (Devoe Devran 133) per the attached coating plan.
-
- Please submit a lump sum cost proposal for this adjustment to your construction contract by **ASAP**. Your proposal should include a complete detailed breakdown of labor man-hours, materials, equipment, and all other related costs which would be basis for negotiation and agreement in an adjustment to the contract price.
 - Please quantify the impact, if any, the above described scope of work will have upon your project completion date, by identifying the first critical path element of your schedule which is impacted and the duration of the impact.
 - Other requirements to be included are: N/A

By: 

 Construction Manager's Signature

June 30th 2015

**Otay Water District
Fresh Water Reservoir 458-2 1.8 MG**

Heavily Pitted Floor Coating Recommendation

Coatings Contractor:

Olympus & Associates

405 Lovitt Lane

Reno, NV 89507

Owner:

Otay Water District

Coatings Manufacturer:

International Paint, LLC

7077 Consolidated Way, Ste A

San Diego, CA 92121

Interior Floor System for Heavily Pitted Floors:

Recommended Surface Preparation: Abrasive blast to near-white metal surface cleanliness in accordance with SSPC SP10. Blast profile should be 1.5 – 2.5 mils in depth and be of a sharp, jagged nature as opposed to a “peen” pattern.

Existing raised puddle welded areas shall be ground level and prepared to the above standard.

Stripe Coat	International Paint/Devoe Coatings Devran 133	2		3	Mils (DFT)
First Coat	International Paint/Devoe Coatings Devran 133	15	-	20	Mils (DFT)
Second Coat:	International Paint/Devoe Coatings Devran 133	10	-	15	Mils (DFT)
Total Mils (DFT)		27		38	Mils (DFT)

Contractor:
Mr. George Tsiopos
Olympus & Associates

Document Preparation:
Chris Jones
Protective Coatings Specialist
International Paint, LLC.
619/520.8517
c.jones@akzonobel.com

Marine and Protective Coatings

Interior Floor System for Heavily Pitted Floors:

Stripe Coat	International Paint/Devoe Coatings Devran 133	2		3	Mils (DFT)
First Coat	International Paint/Devoe Coatings Devran 133	20	-	25	Mils (DFT)
Second Coat:	International Paint/Devoe Coatings Devran 133	20	-	25	Mils (DFT)
Total Mils (DFT)		42		53	Mils (DFT)

Contractor:
Mr. George Tsiopos
Olympus & Associates

Document Preparation:
Chris Jones
Protective Coatings Specialist
International Paint, LLC.
619/520.8517
c.jones@akzonobel.com

Epoxy

PRODUCT DESCRIPTION

A 100% solids, two-component epoxy coating for tank lining and repair of pitted steel surfaces.

INTENDED USES

Ideal for repair of tank bottoms, including potable water tanks, fuel tanks and selected chemical tanks. Also used for repair of pitted steel surfaces as well as a chemical resistant coating for concrete floors and waste troughs. Devran 133 is often used in sewage or waste treatment plants and containment areas.

NSF certification is for tanks equal to or greater than 20,000 gallons. See listing at www.NSF.org "Drinking Water System Components" for application and cure.



Certified to NSF/ANSI 61

PRACTICAL INFORMATION FOR DEVRAN 133

Color	Off White, Oxide Red
Gloss Level	Gloss
Volume Solids	100%
Typical Thickness	8-12 mils (200-300 microns) dry equivalent to 8-12 mils (200-300 microns) wet
Theoretical Coverage	160 sq.ft/US gallon at 10 mils d.f.t and stated volume solids 4 m ² /liter at 250 microns d.f.t and stated volume solids
Practical Coverage	Allow appropriate loss factors
Method of Application	Airless Spray, Squeegee, Plural Component Airless Spray

Drying Time

Temperature	Touch Dry	Hard Dry	Overcoating Interval with recommended topcoats	
			Minimum	Maximum
50°F (10°C)	*1	32 hours	26 hours	72 hours
68°F (20°C)	*1	22 hours	14 hours	72 hours
77°F (25°C)	*1	17 hours	10 hours	72 hours

1 * not applicable

REGULATORY DATA

Flash Point (Typical)	Part A 199°F (93°C); Part B 199°F (93°C); Mixed 199°F (93°C)		
Product Weight	14.9 lb/gal (1.79 kg/l)		
VOC	0.59 lb/gal (71 g/l)	EPA Method 24	

See Product Characteristics section for further details

Protective Coatings

Epoxy

SURFACE PREPARATION

All surfaces must be sound, dry, clean, free of oil, grease, dirt, mildew, curing compounds, loose and flaking paint and other foreign substances.

New Surfaces:

Abrasive blast to near-white metal surface cleanliness in accordance with SSPC-SP10 or ISO8501-1:2007 Sa2.5. Blast profile on steel should be 1½ - 2½ mils (38 - 63 microns) in depth and be of a sharp, jagged nature as opposed to a “peen” pattern (typically obtained in shot blasting).

Concrete Floors, Poured Concrete:

Cure at least 30 days. Acid etch or abrasive blast slick, glazed concrete or concrete with laitance. Prime with Pre-Prime 167 for non-NSF applications or Devran 133.

Previously Painted Surfaces

Devran 133 may not be applied to existing coatings. All coatings should be removed and substrates treated as for New Surfaces.

APPLICATION

Mixing	Material is supplied in two containers as a unit. Always mix a complete unit in the proportions supplied. Once the unit has been mixed, it must be used within the working pot life specified.		
	(1)	Agitate Base (Part A) with a power agitator.	
	(2)	Combine entire contents of Initiator (Part B) with Base (Part A) and mix thoroughly with power agitator.	
Mix Ratio	4 part(s) : 1 part(s) by volume		
Working Pot Life	50°F (10°C)	68°F (20°C)	77°F (25°C)
	2 hours	2 hours	2 hours
Plural component airless spray	Recommended	See Product Characteristics section for further details	
Airless Spray	Recommended	Tip Range 23-29 thou (0.58-0.73 mm) Total output fluid pressure at spray tip not less than 2944 psi (207 kg/cm ²) See Product Characteristics section for further details	
Thinner	Do not thin		
Cleaner	T-10 Thinner	In the SCAQMD region, use T-0 Thinner or other solvent in compliance with local VOC and air quality regulations.	
Work Stoppages	Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with T-10 Thinner. Once units of paint have been mixed they should not be resealed and it is advised that after prolonged stoppages work recommences with freshly mixed units.		
Clean Up	Clean all equipment immediately after use with T-10 Thinner. It is good working practice to periodically flush out spray equipment during the course of the working day. Frequency of cleaning will depend upon amount sprayed, temperature and elapsed time, including any delays. All surplus material and empty containers should be disposed of in accordance with appropriate regional regulations/legislation.		

Epoxy

PRODUCT CHARACTERISTICS

Advantages:

- Excellent chemical, solvent and water resistance
- Can be applied up to 1/2" thick on horizontal surfaces (except for potable water service)

In common with all epoxies, Devran 133 will chalk and discolor on exterior exposure. However, these phenomena are not detrimental to anti-corrosive performance.

Apply in good weather, when air and surface temperatures are above 50°F (10°C). Application below this temperature may compromise chemical resistance.

Optimum application properties and working life of the coating are obtained when the mixed components are at 77°F (25°C) and every effort should be made to keep material to this temperature.

Devran 133 can be applied to floors and decks with a spreader, squeegee or roller. If air entrapment is encountered, use a "porcupine" or another type of air release roller tool.

Where plural component airless spray equipment is used, a 45 to 1 pump equipped with a 1:1 cylinder pump should be used. All plural component applications require a volumetric check of the mix ratio.

Where airless spray equipment is used, a 45:1 pump or larger is recommended. Ideally, fluid hoses should not be less than 3/8" ID and not longer than 50 feet to obtain optimum results.

Although Devran 133 is solventless, good ventilation with dry air is required for the protection of the applicator, to prevent condensation and to obtain proper coating performance. Ventilation should be maintained throughout the cure period. Be sure the air in the lowest areas is constantly replaced with fresh, dry air. Longer curing times with ventilation are required if temperatures are lower than 77°F (25°C).

Note: VOC values are typical and are provided for guidance purpose only. These may be subject to variation depending on factors such as differences in color and normal manufacturing tolerances.

SYSTEMS COMPATIBILITY

Devran 133 will normally be applied direct to metal and is not normally overcoated with any product other than itself.

Epoxy

ADDITIONAL INFORMATION

Further information regarding industry standards, terms and abbreviations used in this data sheet can be found in the following documents available at www.international-pc.com:

- Definitions & Abbreviations
- Surface Preparation
- Paint Application
- Theoretical & Practical Coverage

Individual copies of these information sections are available upon request.

SAFETY PRECAUTIONS

This product is intended for use only by professional applicators in industrial situations in accordance with the advice given on this sheet, the Material Safety Data Sheet and the container(s), and should not be used without reference to the Material Safety Data Sheet (MSDS) which International Protective Coatings has provided to its customers.

All work involving the application and use of this product should be performed in compliance with all relevant national, Health, Safety & Environmental standards and regulations.

In the event welding or flame cutting is performed on metal coated with this product, dust and fumes will be emitted which will require the use of appropriate personal protective equipment and adequate local exhaust ventilation.

If in doubt regarding the suitability of use of this product, consult International Protective Coatings for further advice.

PACK SIZE	Unit Size	Part A		Part B	
		Vol	Pack	Vol	Pack
	5 US gal	4 US gal	6 US gal	1 US gal	1 US gal
For availability of other pack sizes contact International Protective Coatings					
SHIPPING WEIGHT (TYPICAL)	Unit Size	Part A		Part B	
		63.9 lb		16.1 lb	
	5 US gal				
STORAGE	Shelf Life	24 months minimum at 77°F (25°C). Subject to re-inspection thereafter. Store in dry, shaded conditions away from sources of heat and ignition.			

Disclaimer

The information in this data sheet is not intended to be exhaustive; any person using the product for any purpose other than that specifically recommended in this data sheet without first obtaining written confirmation from us as to the suitability of the product for the intended purpose does so at their own risk. All advice given or statements made about the product (whether in this data sheet or otherwise) is correct to the best of our knowledge but we have no control over the quality or the condition of the substrate or the many factors affecting the use and application of the product. Therefore, unless we specifically agree in writing to do so, we do not accept any liability at all for the performance of the product or for (subject to the maximum extent permitted by law) any loss or damage arising out of the use of the product. We hereby disclaim any warranties or representations, express or implied, by operation of law or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. All products supplied and technical advice given are subject to our Conditions of Sale. You should request a copy of this document and review it carefully. The information contained in this data sheet is liable to modification from time to time in the light of experience and our policy of continuous development. It is the user's responsibility to check with their local representative that this data sheet is current prior to using the product.

This Technical Data Sheet is available on our website at www.international-marine.com or www.international-pc.com, and should be the same as this document. Should there be any discrepancies between this document and the version of the Technical Data Sheet that appears on the website, then the version on the website will take precedence.

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Material Safety Data Sheet
DEVTRAN 133 OFF WHITE PART A



Bulk Sales Reference No.:
MSDS Revision Date:
MSDS Revision Number:

Sales
Order: {SalesOrd}
DC133K3600
02/07/2014
0-2

1. Identification of the preparation and company

1.1. Product identifier

Product Identity DEVTRAN 133 OFF WHITE PART A
Bulk Sales Reference No. DC133K3600

1.2. Relevant identified uses of the substance or mixture and uses advised against

Intended Use See Technical Data Sheet.
Application Method See Technical Data Sheet.

1.3. Details of the supplier of the safety data sheet

Company Name International Paint LLC
6001 Antoine Drive
Houston Texas 77091

Emergency

CHEMTREC (USA) (800) 424-9300
International Paint (713) 682-1711
Poison Control Center (800) 854-6813
Customer Service
International Paint (800) 589-1267
Fax No. (800) 631-7481

2. Hazard identification of the product

2.1. Classification of the substance or mixture

Acute Tox. 5;H303 May be harmful if swallowed.
Acute Tox. 5;H313 May be harmful in contact with skin.
Acute Tox. 4;H332 Harmful if inhaled.
Skin Irrit. 2;H315 Causes skin irritation.
Eye Irrit. 2;H319 Causes serious eye irritation.
Skin Sens. 1;H317 May cause an allergic skin reaction.
Aquatic Chronic 2;H411 Toxic to aquatic life with long lasting effects.

2.2. Label elements

Using the Toxicity Data listed in section 11 & 12 the product is labelled as follows.



Warning.

H303 May be harmful if swallowed.
H313 May be harmful in contact with skin.
H315 Causes skin irritation.
H317 May cause an allergic skin reaction.

H319 Causes serious eye irritation.

H332 Harmful if inhaled.

H411 Toxic to aquatic life with long lasting effects.

P260 Do not breathe mist / vapors / spray.

P261 Avoid breathing dust / fume / gas / mist / vapors / spray.

P262 Do not get in eyes, on skin, or on clothing.

P271 Use only outdoors or in a well-ventilated area.

P272 Contaminated work clothing should not be allowed out of the workplace.

P273 Avoid release to the environment.

P280 Wear protective gloves / eye protection / face protection.

P301+310 IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician.

P302+352 IF ON SKIN: Wash with soap and water.

P304+312 IF INHALED: Call a POISON CENTER or doctor/physician if you feel unwell.

P305+351+338 IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing.

P312 Call a POISON CENTER or doctor / physician if you feel unwell.

P331 Do NOT induce vomiting.

P333+313 If skin irritation or a rash occurs: Get medical advice/attention.

P337 If eye irritation persists:.

P340 Remove victim to fresh air and keep at rest in a position comfortable for breathing.

P362 Take off contaminated clothing and wash before reuse.

P363 Wash contaminated clothing before reuse.

P391 Collect spillage.

P501 Dispose of contents / container in accordance with local / national regulations.

HMIS Rating

Health: 1

Flammability: 3

Reactivity: 1

3. Composition/information on ingredients

This product contains the following substances that present a hazard within the meaning of the relevant State and Federal Hazardous Substances regulations.

Ingredient/Chemical Designations	Weight %	GHS Classification	Notes
Barium sulfate CAS Number: 0007727-43-7	25 - 50	----	[1][2]
Bisphenol A - Epichlorohydrin CAS Number: 0025068-38-6	10 - 25	Eye Irrit. 2;H319 Skin Irrit. 2;H315 Skin Sens. 1;H317 Aquatic Chronic 2;H411	[1]
Titanium dioxide CAS Number: 0013463-67-7	1.0 - 10	----	[1][2]
Benzyl alcohol CAS Number: 0000100-51-6	1.0 - 10	Acute Tox. 4;H332 Acute Tox. 4;H302	[1]
Oxirane, mono[(C12-14-alkyloxy)methyl] derivs. CAS Number: 0068609-97-2	1.0 - 10	Skin Irrit. 2;H315 Skin Sens. 1;H317	[1]
Cyclohexanamine, 4,4'-methylenebis- CAS Number: 0001761-71-3	1.0 - 10	Acute Tox. 4;H302 Skin Corr. 1A;H314 Skin Sens. 1B;H317 STOT RE 2;H373 Aquatic Chronic 2;H411 Supplier Classification	[1]
1,2-Cyclohexanediamine CAS Number: 0000694-83-7	1.0 - 10	Acute Tox. 4;H332 Skin Corr. 1;H314 Skin Sens. 1;H317	[1]

[1] Substance classified with a health or environmental hazard.

[2] Substance with a workplace exposure limit.

[3] PBT-substance or vPvB-substance.

*The full texts of the phrases are shown in Section 16.

4. First aid measures

4.1. Description of first aid measures

General	Remove contaminated clothing and shoes. Get medical attention immediately. Wash clothing before reuse. Thoroughly clean or destroy contaminated shoes.
Inhalation	If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention immediately.
Eyes	In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Get medical attention immediately.
Skin	In case of contact, immediately flush skin with soap and plenty of water. Get medical attention immediately.
Ingestion	If swallowed, immediately contact Poison Control Center at 1-800-854-6813. DO NOT induce vomiting unless instructed to do so by medical personnel. Never give anything by mouth to an unconscious person.

4.2. Most important symptoms and effects, both acute and delayed

Overview	NOTICE: Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal. Avoid contact with eyes, skin and clothing.
Inhalation	Harmful if inhaled. Causes nose and throat irritation. Vapors may affect the brain or nervous system causing dizziness, headache or nausea.
Eyes	Causes severe eye irritation. Avoid contact with eyes.
Skin	Causes skin irritation. May cause allergic skin reaction. May be harmful if absorbed through the skin.
Ingestion	Harmful if swallowed. May cause abdominal pain, nausea, vomiting, diarrhea, or drowsiness.
Chronic effects	Possible cancer hazard. Contains an ingredient which may cause cancer based on animal data (See Section 2 and Section 15 for each ingredient). Risk of cancer depends on duration and level of exposure.

5. Fire-fighting measures

5.1. Extinguishing media

CAUTION: This product has a very low flashpoint. Use of water spray when fighting fire may be inefficient. SMALL FIRES: Use dry chemical, CO₂, water spray or alcohol-resistant foam. LARGE FIRES: Use water spray, fog, or alcohol-resistant foam. Do not use straight streams. Move containers from fire area if you can do so without risk. Runoff from fire control may cause pollution. Dike fire control water for later disposal. Do not scatter the material.

5.2. Special hazards arising from the substance or mixture

May produce hazardous fumes when heated to decomposition as in welding. Fumes may produce Carbon Dioxide and Carbon Monoxide.

5.3. Advice for fire-fighters

Cool closed containers exposed to fire by spraying them with water. Do not allow run off water and contaminants from fire fighting to enter drains or water courses.

ERG Guide No.

6. Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

ELIMINATE ALL IGNITION SOURCES (no smoking, flares, sparks or flames in immediate area). Use only non-sparking equipment to handle spilled material and absorbent. Do not touch or walk through spilled material. Stop leak if you can do so without risk. Prevent entry into waterways, sewers, basements or confined areas. A vapor suppressing foam may be used to reduce vapors. Absorb or cover with dry earth, sand, or other non-combustible material and transfer to containers. Use non-sparking tools to collect absorbed material.

6.2. Environmental precautions

Do not allow spills to enter drains or watercourses.

6.3. Methods and material for containment and cleaning up

CALL CHEMTREC at (800)-424-9300 for emergency response. Isolate spill or leak area immediately for at least 25 to 50 meters (80 to 160 feet) in all directions. Keep unauthorized personnel away. Stay upwind. Keep

out of low areas. Ventilate closed spaces before entering. LARGE SPILLS: Consider initial downwind evacuation for at least 300 meters (1000 feet).

7. Handling and storage

7.1. Precautions for safe handling

Handling

Vapors may cause flash fire or ignite explosively.

In Storage

Keep away from heat, sparks and flame.

7.2. Conditions for safe storage, including any incompatibilities

Store between 40-100F (4-38C).

Avoid contact with eyes, skin and clothing.

Strong oxidizing agents.

Do not smoke. Extinguish all flames and pilot lights, and turn off stoves, heaters, electric motors and other sources of ignition during use and until all vapors are gone.

7.3. Specific end use(s)

Close container after each use.

Wash thoroughly after handling.

Prevent build-up of vapors by opening all windows and doors to achieve cross-ventilation.

8. Exposure controls and personal protection

8.1. Control parameters

Exposure

CAS No.	Ingredient	Source	Value
0000100-51-6	Benzyl alcohol	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit
		Supplier	No Established Limit
		OHSA, CAN	No Established Limit
		Mexico	No Established Limit
		Brazil	No Established Limit
0000694-83-7	1,2-Cyclohexanediamine	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit
		Supplier	No Established Limit
		OHSA, CAN	No Established Limit
		Mexico	No Established Limit
		Brazil	No Established Limit
0001761-71-3	Cyclohexanamine, 4,4'-methylenebis-	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit
		Supplier	No Established Limit
		OHSA, CAN	No Established Limit
		Mexico	No Established Limit
		Brazil	No Established Limit
0007727-43-7	Barium sulfate	OSHA	15 mg/m3 TWA (total dust); 5 mg/m3 TWA (respirable fraction)
		ACGIH	10 mg/m3 TWA
		NIOSH	10 mg/m3 TWA (total dust); 5 mg/m3 TWA (respirable dust)

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		Supplier	No Established Limit
		OHSA, CAN	10 mg/m3 TWA
		Mexico	No Established Limit
		Brazil	No Established Limit
0013463-67-7	Titanium dioxide	OSHA	15 mg/m3 TWA (total dust)
		ACGIH	10 mg/m3 TWA
		NIOSH	5000 mg/m3 IDLH
		Supplier	No Established Limit
		OHSA, CAN	10 mg/m3 TWA
		Mexico	10 mg/m3 TWA LMPE-PPT (as Ti)20 mg/m3 STEL [LMPE-CT] (as Ti)
		Brazil	No Established Limit
0025068-38-6	Bisphenol A - Epichlorohydrin	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit
		Supplier	No Established Limit
		OHSA, CAN	No Established Limit
		Mexico	No Established Limit
		Brazil	No Established Limit
0068609-97-2	Oxirane, mono[(C12-14-alkyloxy)methyl] derivs.	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit
		Supplier	No Established Limit
		OHSA, CAN	No Established Limit
		Mexico	No Established Limit
		Brazil	No Established Limit

Health Data

CAS No.	Ingredient	Source	Value
0000100-51-6	Benzyl alcohol	NIOSH	No Established Limit
0000694-83-7	1,2-Cyclohexanediamine	NIOSH	No Established Limit
0001761-71-3	Cyclohexanamine, 4,4'-methylenebis-	NIOSH	No Established Limit
0007727-43-7	Barium sulfate	NIOSH	Eye nose
0013463-67-7	Titanium dioxide	NIOSH	Lung tumors in animals
0025068-38-6	Bisphenol A - Epichlorohydrin	NIOSH	No Established Limit
0068609-97-2	Oxirane, mono[(C12-14-alkyloxy)methyl] derivs.	NIOSH	No Established Limit

Carcinogen Data

CAS No.	Ingredient	Source	Value
0000100-51-6	Benzyl alcohol	OSHA	Select Carcinogen: No
		NTP	Known: No; Suspected: No
		IARC	Group 1: No; Group 2a: No; Group 2b: No; Group 3: No; Group 4: No;
0000694-83-7	1,2-Cyclohexanediamine	OSHA	Select Carcinogen: No
		NTP	Known: No; Suspected: No
		IARC	Group 1: No; Group 2a: No; Group 2b: No; Group 3: No; Group 4: No;
0001761-71-3	Cyclohexanamine, 4,4'-methylenebis-	OSHA	Select Carcinogen: No
		NTP	Known: No; Suspected: No
		IARC	Group 1: No; Group 2a: No; Group 2b: No; Group 3: No; Group 4: No;
0007727-43-7	Barium sulfate	OSHA	Select Carcinogen: No
		NTP	Known: No; Suspected: No
		IARC	

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			Group 1: No; Group 2a: No; Group 2b: No; Group 3: No; Group 4: No;
0013463-67-7	Titanium dioxide	OSHA	Select Carcinogen: Yes
		NTP	Known: No; Suspected: No
		IARC	Group 1: No; Group 2a: No; Group 2b: Yes; Group 3: No; Group 4: No;
0025068-38-6	Bisphenol A - Epichlorohydrin	OSHA	Select Carcinogen: No
		NTP	Known: No; Suspected: No
		IARC	Group 1: No; Group 2a: No; Group 2b: No; Group 3: No; Group 4: No;
0068609-97-2	Oxirane, mono[(C12-14-alkyloxy)methyl] derivs.	OSHA	Select Carcinogen: No
		NTP	Known: No; Suspected: No
		IARC	Group 1: No; Group 2a: No; Group 2b: No; Group 3: No; Group 4: No;

8.2. Exposure controls

Respiratory	Select equipment to provide protection from the ingredients listed in Section 3 of this document. Ensure fresh air entry during application and drying. If you experience eye watering, headache or dizziness or if air monitoring demonstrates dust, vapor, or mist levels are above applicable limits, wear an appropriate, properly fitted respirator (NIOSH approved) during and after application. Follow respirator manufacturer's directions for respirator use. FOR USERS OF 3M RESPIRATORY PROTECTION ONLY: For information and assistance on 3M occupational health and safety products, call OH&ESD Technical Service toll free in U.S.A. 1-800-243-4630, in Canada call 1-800-267-4414. Please do not contact these numbers regarding other manufacturer's respiratory protection products. 3M does not endorse the accuracy of the information contained in this Material Safety Data Sheet.
Eyes	Avoid contact with eyes. Protective equipment should be selected to provide protection from exposure to the chemicals listed in Section 3 of this document. Depending on the site-specific conditions of use, safety glasses, chemical goggles, and/or head and face protection may be required to prevent contact. The equipment must be thoroughly cleaned, or discarded after each use.
Skin	Protective equipment should be selected to provide protection from exposure to the chemicals listed in Section 3 of this document. Depending on the site-specific conditions of use, protective gloves, apron, boots, head and face protection may be required to prevent contact. The equipment must be thoroughly cleaned, or discarded after each use.
Engineering Controls	Depending on the site-specific conditions of use, provide adequate ventilation.
Other Work Practices	Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Use good personal hygiene practices. Wash hands before eating, drinking, using toilet facilities, etc. Promptly remove soiled clothing and wash clothing thoroughly before reuse. Shower after work using plenty of soap and water.

9. Physical and chemical properties

Appearance	Coloured Liquid
Odour threshold	Not Measured
pH	No Established Limit
Melting point / freezing point	Not Measured
Initial boiling point and boiling range	99 (C) 210 (F)
Flash Point	93 (C) 200 (F)
Evaporation rate (Ether = 1)	Not Measured
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Lower Explosive Limit: 1 Upper Explosive Limit: No Established Limit
vapor pressure (Pa)	Not Measured
Vapor Density	Heavier than air
Specific Gravity	2.00
Partition coefficient n-octanol/water (Log Kow)	Not Measured

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Auto-ignition temperature	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	No Established Limit
VOC %	Refer to the Technical Data Sheet or label where information is available.

9.2. Other information
No further information

10. Stability and reactivity

10.1. Reactivity

No data available

10.2. Chemical stability

This product is stable and hazardous polymerization will not occur. Not sensitive to mechanical impact. Excessive heat and fumes generation can occur if improperly handled.

10.3. Possibility of hazardous reactions

No data available

10.4. Conditions to avoid

No data available

10.5. Incompatible materials

Strong oxidizing agents.

10.6. Hazardous decomposition products

May produce hazardous fumes when heated to decomposition as in welding. Fumes may produce Carbon Dioxide and Carbon Monoxide.

11. Toxicological information

Acute toxicity

NOTICE: Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal.

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LD50, mg/L/4hr	Inhalation Dust/Mist LD50, mg/L/4hr
Barium sulfate - (7727-43-7)	3,000.00, Mouse - Category: 5	No data available	No data available	No data available
Bisphenol A - Epichlorohydrin - (25068-38-6)	2,000.00, Rat - Category: 4	2,000.00, Rabbit - Category: 4	No data available	No data available
Titanium dioxide - (13463-67-7)	10,000.00, Rat - Category: NA	10,000.00, Rabbit - Category: NA	No data available	6.82, Rat - Category: NA
Benzyl alcohol - (100-51-6)	1,230.00, Rat - Category: 4	2,000.00, Rabbit - Category: 4	No data available	4.178, Rat - Category: 4
Oxirane, mono[(C12-14-alkyloxy)methyl] derivs. - (68609-97-2)	No data available	No data available	No data available	No data available
Cyclohexanamine, 4,4'-methylenebis- - (1761-71-3)	1,200.00, Rat - Category: 4	2,001.00, Rabbit - Category: 5	No data available	0.40, Mouse - Category: 2
1,2-Cyclohexanediamine - (694-83-7)	4,556.00, Rat - Category: 5	No data available	No data available	No data available

Item	Category	Hazard
Acute Toxicity (mouth)	5	May be harmful if swallowed.
Acute Toxicity (skin)	5	May be harmful in contact with skin.
Acute Toxicity (inhalation)	4	Harmful if inhaled.
Skin corrosion/irritation	2	Causes skin irritation.

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Eye damage/irritation	2	Causes serious eye irritation.
Sensitization (respiratory)	Not Classified	Not Applicable
Sensitization (skin)	1	May cause an allergic skin reaction.
Germ toxicity	Not Classified	Not Applicable
Carcinogenicity	Not Classified	Not Applicable
Reproductive Toxicity	Not Classified	Not Applicable
Specific target organ systemic toxicity (single exposure)	Not Classified	Not Applicable
Specific target organ systemic Toxicity (repeated exposure)	Not Classified	Not Applicable
Aspiration hazard	Not Classified	Not Applicable

12. Ecological information

12.1. Toxicity

No additional information provided for this product. See Section 3 for chemical specific data.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Barium sulfate - (7727-43-7)	59,000.00, Poecilia sphenops	32.00, Daphnia magna	Not Available
Bisphenol A - Epichlorohydrin - (25068-38-6)	3.10, Pimephales promelas	1.40, Daphnia magna	Not Available
Titanium dioxide - (13463-67-7)	1,000.00, Fundulus heteroclitus	5.50, Daphnia magna	5.83 (72 hr), Pseudokirchneriella subcapitata
Benzyl alcohol - (100-51-6)	10.00, Lepomis macrochirus	55.00, Daphnia magna	700.00 (72 hr), Algae
Oxirane, mono[(C12-14-alkyloxy)methyl] derivs. - (68609-97-2)	Not Available	Not Available	Not Available
Cyclohexanamine, 4,4'-methylenebis- - (1761-71-3)	46.00, Leuciscus idus	6.84, Daphnia magna	140.00 (72 hr), Algae
1,2-Cyclohexanediamine - (694-83-7)	Not Available	Not Available	Not Available

12.2. Persistence and degradability

No data available

12.3. Bioaccumulative potential

Not Measured

12.4. Mobility in soil

No data available

12.5. Results of PBT and vPvB assessment

This product contains no PBT/vPvB chemicals.

12.6. Other adverse effects

No data available

13. Disposal considerations

13.1. Waste treatment methods

Do not allow spills to enter drains or watercourses.

Dispose of in accordance with local, state and federal regulations. (Also reference RCRA information in Section 15 if listed).

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14. Transport information

14.1. UN number UN 2735

14.2. UN proper shipping name AMINES, LIQUID, CORROSIVE, N. O. S., (METHYLENE BISCYCLOHEXANAMINE)

14.3. Transport hazard class(es)

DOT (Domestic Surface Transportation)		IMO / IMDG (Ocean Transportation)	
DOT Proper Shipping Name	AMINES, LIQUID, CORROSIVE, N. O. S., (METHYLENE BISCYCLOHEXANAMINE)	IMDG Proper Shipping Name	AMINES, LIQUID, CORROSIVE, N. O. S., (METHYLENE BISCYCLOHEXANAMINE)
DOT Hazard Class	Class 8, No division Corrosive materials	IMDG Hazard Class	Class 8, No division Corrosive materials
		Sub Class	Not applicable
UN / NA Number	UN 2735		
DOT Packing Group	II	IMDG Packing Group	II
CERCLA/DOT RQ	923 gal. / 15337 lbs.	System Reference Code	873

14.4. Packing group II

14.5. Environmental hazards
IMDG Marine Pollutant: Yes (Bisphenol A - Epichlorohydrin)

14.6. Special precautions for user
Not Applicable

14.7. Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code
Not Applicable

15. Regulatory information

Regulatory Overview The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory or are not required to be listed on the TSCA Inventory.

WHMIS Classification D2B

DOT Marine Pollutants (10%):
(No Product Ingredients Listed)

DOT Severe Marine Pollutants (1%):
(No Product Ingredients Listed)

EPCRA 311/312 Chemicals and RQs (>.1%) :

- Benzene, ethyl- (1000 lb final RQ; 454 kg final RQ)
- Benzene, 1,2-dimethyl- (1000 lb final RQ; 454 kg final RQ)
- Benzene, 1,4-dimethyl- (100 lb final RQ; 45.4 kg final RQ)

EPCRA 302 Extremely Hazardous (>.1%) :

(No Product Ingredients Listed)

EPCRA 313 Toxic Chemicals (>.1%) :

- Benzene, ethyl-
- Benzene, 1,2-dimethyl-
- Benzene, 1,4-dimethyl-

Mass RTK Substances (>1%) :

- Barium sulfate
- Benzyl alcohol
- Titanium dioxide

Penn RTK Substances (>1%) :

- Barium sulfate
- Benzyl alcohol

Titanium dioxide
Penn Special Hazardous Substances (>.01%) :
(No Product Ingredients Listed)
RCRA Status:
(No Product Ingredients Listed)
N.J. RTK Substances (>1%) :
Barium sulfate
Titanium dioxide
N.J. Special Hazardous Substances (>.01%) :
(No Product Ingredients Listed)
Benzene, ethyl-
Isobutyl alcohol
Benzene, 1,2-dimethyl-
Benzene, 1,4-dimethyl-
Xylenes (o-, m-, p- isomers)
N.J. Env. Hazardous Substances (>.1%) :
Benzene, ethyl-
Benzene, 1,2-dimethyl-
Benzene, 1,4-dimethyl-
Proposition 65 - Carcinogens (>0%):
Benzene, ethyl-
Titanium dioxide
Proposition 65 - Female Repro Toxins (>0%):
(No Product Ingredients Listed)
Proposition 65 - Male Repro Toxins (>0%):
(No Product Ingredients Listed)
Proposition 65 - Developmental Toxins (>0%):
(No Product Ingredients Listed)

16. Other information

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

The full text of the phrases appearing in section 3 is:

- H302 Harmful if swallowed.
- H314 Causes severe skin burns and eye damage.
- H315 Causes skin irritation.
- H317 May cause an allergic skin reaction.
- H319 Causes serious eye irritation.
- H332 Harmful if inhaled.
- H373 May cause damage to organs through prolonged or repeated exposure.
- H411 Toxic to aquatic life with long lasting effects.

This is the first revision of this SDS format, changes from previous revision not applicable.

End of Document

OLYMPUS AND ASSOCIATES, INC.

dba OLYMPUS PAINTING AND SANDBLASTING

Contractors Licenses: NV 0051433, CA 777677, HI 23882, WA OLYMPAI992RK



July 6, 2015

Kevin Cameron
Otay Water District
2554 Sweetwater Spring Blvd
Spring Valley, CA 91978

Project: 944-1, 944-2 & 458-2 Reservoir Interior/Exterior Coating & Upgrades
Subject: 458-2 Alternate Floor Coatings

Dear Mr. Cameron

As per the recommendation of the Christopher Jones, the Devoe Coatings representative, we submit to you a change order request for the application of 100% solids coating material to the entire floor of the 458-2 Tank.

I have attached the letter from Devoe addressing this issue.

Total cost for additional materials, man hours and equipment: \$32,500.00

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Lyndsey Tsiopos

CHANGE ORDER LOG

CIP Title - 944-1, 944-2, & 458-2 Reservoir Interior/Exterior Coating
 Consultant/Contractor: Olympus and Associates Inc.

Project: P2531/P2532/P2535
 Subproject: 001103

		APPROVED			
C.O.	AMOUNT	BY	DATE	DESCRIPTION	TYPE C.O.
1	\$41,778.00	GM	6/17/2015	458-2 Structural Floor Repairs, decrease Structural Modification Allowance, Weather Day and Work Order Time Extension	Contractor
2	\$44,458.00	Board	9/2/2015	458-2 Idled Equipment during Structural Floor and Roof Repairs	Contractor
3	\$4,073.00	Board	9/2/2015	458-2 Disposal of Additional Coal Tar	Contractor
4	\$28,071.00	Board		458-2 Floor Coating Change to 100% Solids	Contractor
5					
6					
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31					
32					
33					
34					
35					

Total C.O.'s To Date: \$118,380.00 9.8%

Original Contract Amount: \$1,206,008.00

Current Contract Amount: \$1,324,388.00

Month	Net C.O.\$	Limit	Authorization	Absolute C.O.\$	C.O. %
9/15	\$118,380.00	\$2,000	Insp	\$118,380.00	9.8%
		\$10,000	PM/Sr. Engr.		0.0%
		\$20,000	DivM		0.0%
		\$25,000	Chief		0.0%
		\$35,000	AGM		0.0%
		\$50,000	GM		0.0%
		>\$50000	Board		0.0%

OTAY WATER DISTRICT
2554 SWEETWATER SPRINGS BLVD., SPRING VALLEY, CA. 91978, (619) 670-2222

CONTRACT/P.O. CHANGE ORDER No. 5

PROJECT/ITEM: 944-1, 944-2, & 458-2 Reservoir Interior/Exterior Coating & Upgrades
 CONTRACTOR/VENDOR: Olympus and Associates Inc. REF.CIP No.: P2531/P2532/P2535
 APPROVED BY: Board REF. P.O. No: 718662 DATE: 9/3/15

DESCRIPTION:

Charges attributable to the 944-1 Reservoir (CIP P2531). This Change Order provides for structural repairs including replacement of all rafters and seismic ties for the 944-1 Reservoir, per RFP No. 5.

REASON:

During initial sandblasting operations corrosion was discovered on the rafter tails at the center support column and on the flanges along the length of the rafters. The existing coating obscured the extent of corrosion which media blasting revealed during construction operations. This discovery resulted in the need to replace the existing rafters and seismic ties on the reservoir to restore structural integrity. This Change Order is necessary to resolve all costs associated with incorporation of this work scope.

CHANGE P.O. TO READ:

Revise Contract to add \$46,204.33 and add 32 days time for a total Contract amount of \$1,370,592.33 with a Contract Duration of 307 Calendar Days.

ORIGINAL CONTRACT/P.O. AMOUNT:	\$	1,206,008.00
ADJUSTED AMOUNT FROM PREVIOUS CHANGE:	\$	118,380.00
TOTAL COST OF THIS CHANGE ORDER:	\$	46,204.33
NEW CONTRACT/P.O. AMOUNT IS:	\$	1,370,592.33
ORIGINAL CONTRACT COMPLETION DATE:		06/13/15
CONTRACT/P.O. TIME AFFECTED BY THIS CHANGE:		Yes
REVISED CONTRACT COMPLETION DATE:		09/06/15

IT IS UNDERSTOOD WITH THE FOLLOWING APPROVALS, THAT THE CONTRACTOR/VENDOR IS AUTHORIZED AND DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES. IT IS ALSO AGREED THAT THE TOTAL COST FOR THIS CHANGE ORDER CONSTITUTES FULL AND COMPLETE COMPENSATION FOR OBLIGATIONS REQUIRED BY THE CONTRACT/P.O. ALL OTHER PROVISIONS AND REQUIREMENTS OF THE CONTRACT/P.O. REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR/VENDOR:

SIGNATURE: *Lyndsey Tsipos*
 NAME: Lyndsey Tsipos
 TITLE: Office Manager DATE: 9/8/15
 COMPANY & ADDRESS: Olympus & Associates, Inc.
405 Lovitt Lane
Reno, NV 89506

STAFF APPROVALS:

PROJ. MGR: *[Signature]* DATE: 9/8/15
 DIV. MGR: _____ DATE: _____
 CHIEF: _____ DATE: _____
 ASST. GM: _____ DATE: _____
 DISTRICT APPROVAL:
 GEN. MANAGER: _____ DATE: _____

COPIES: FILE (Orig.), CONTRACTOR/VENDOR, CHIEF-ENGINEERING, CHIEF-FINANCE, ENGR. MGR.
 ACCTS PAYABLE, INSPECTION, PROJ. MGR., ENGR. SECRETARY, PURCHASING, PROJECT BINDER



REQUEST FOR PROPOSAL # 005

Date: <u>August 24,2015</u>	Project Name: <u>944-1, 944-2, & 458-2 Reservoirs Interior/Exterior Coating & Upgrades</u>
To: <u>Olympus & Associates 405 Lovitt Lane Reno, NV 89506</u>	C.I.P. No.: <u>P2531/P2532/P2535</u>
Attn: <u>Lyndsey Tsiopos</u>	Contractor: <u>Olympus & Associates</u>
From: <u>Douglas Cook</u>	
Subject: <u>944-1 Rafter repair / replacement</u>	

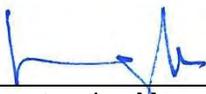
Reference Drawings: N/A
 Ref. Spec. Section: N/A
 Referenced RFI: N/A

Description: **X** Shop drawings required
No Shop drawings required

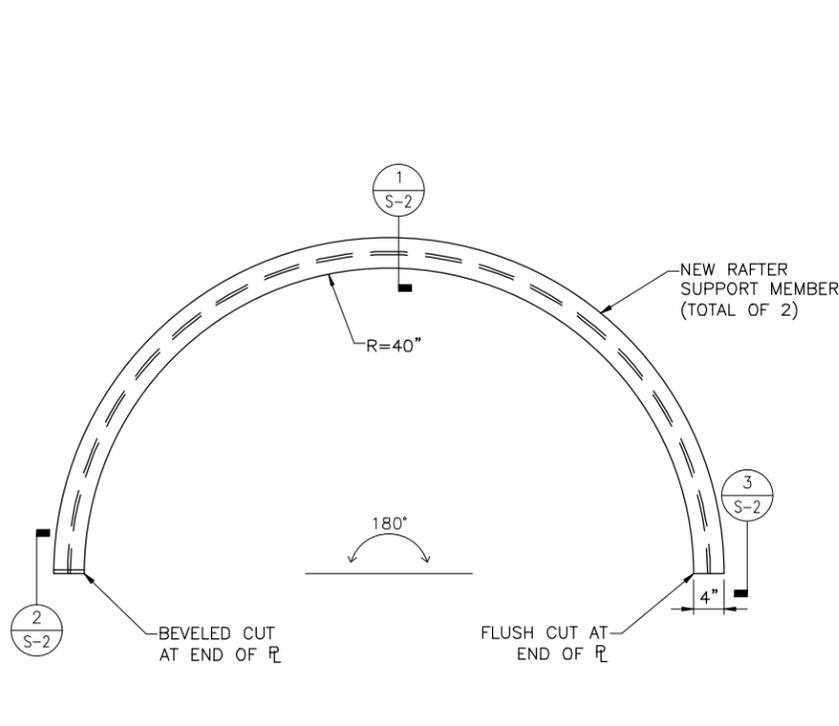
Please prepare a lump sum proposal to furnish all required labor, material, and equipment necessary to implement the following items:

- Incorporate changes shown on the attached drawings or replace existing rafters.

- Please submit a lump sum cost proposal for this adjustment to your construction contract by **ASAP**. Your proposal should include a complete detailed breakdown of labor man-hours, materials, equipment, and all other related costs which would be basis for negotiation and agreement in an adjustment to the contract price.
- Please quantify the impact, if any, the above described scope of work will have upon your project completion date, by identifying the first critical path element of your schedule which is impacted and the duration of the impact.
- Other requirements to be included are: N/A

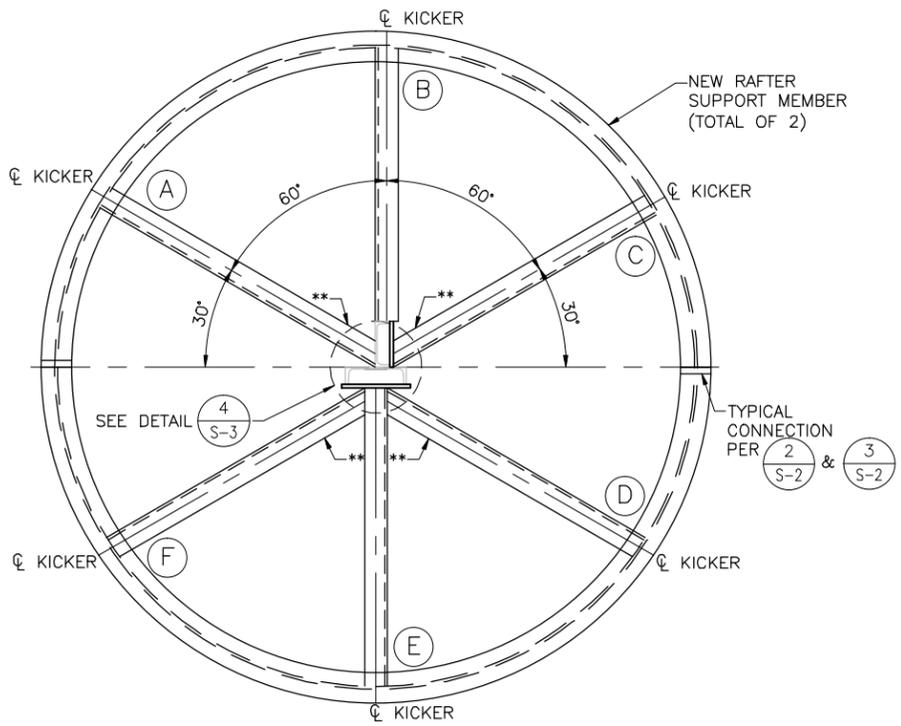
By: 
 Construction Manager's Signature

P:\15\15067_0WD_944-1_Reservoir\4 - Dwgs\15067 - S-2_Structural_Details.dwg, Aug 20, 2015 - 4:13pm



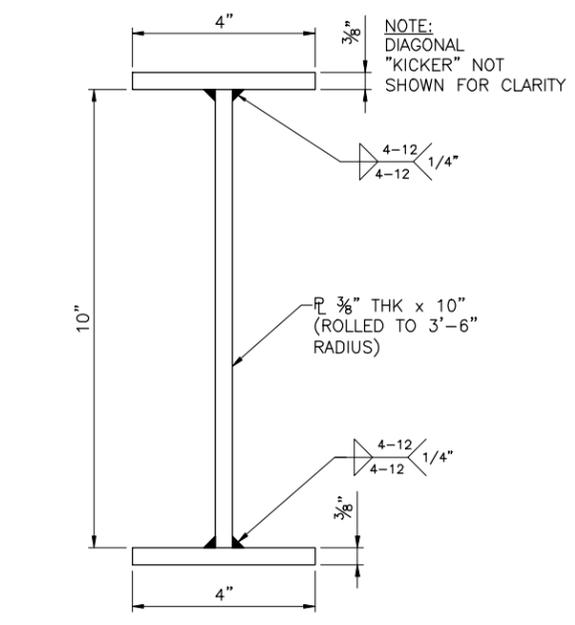
PLAN VIEW

1" = 1'-0"



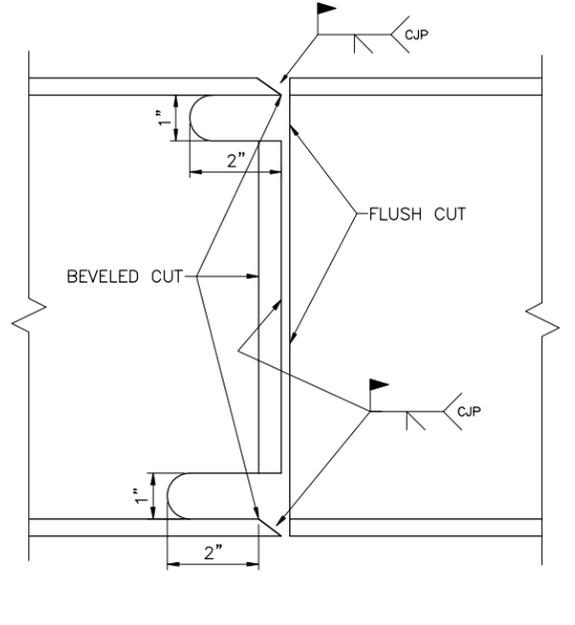
PLAN VIEW

1" = 1'-0"



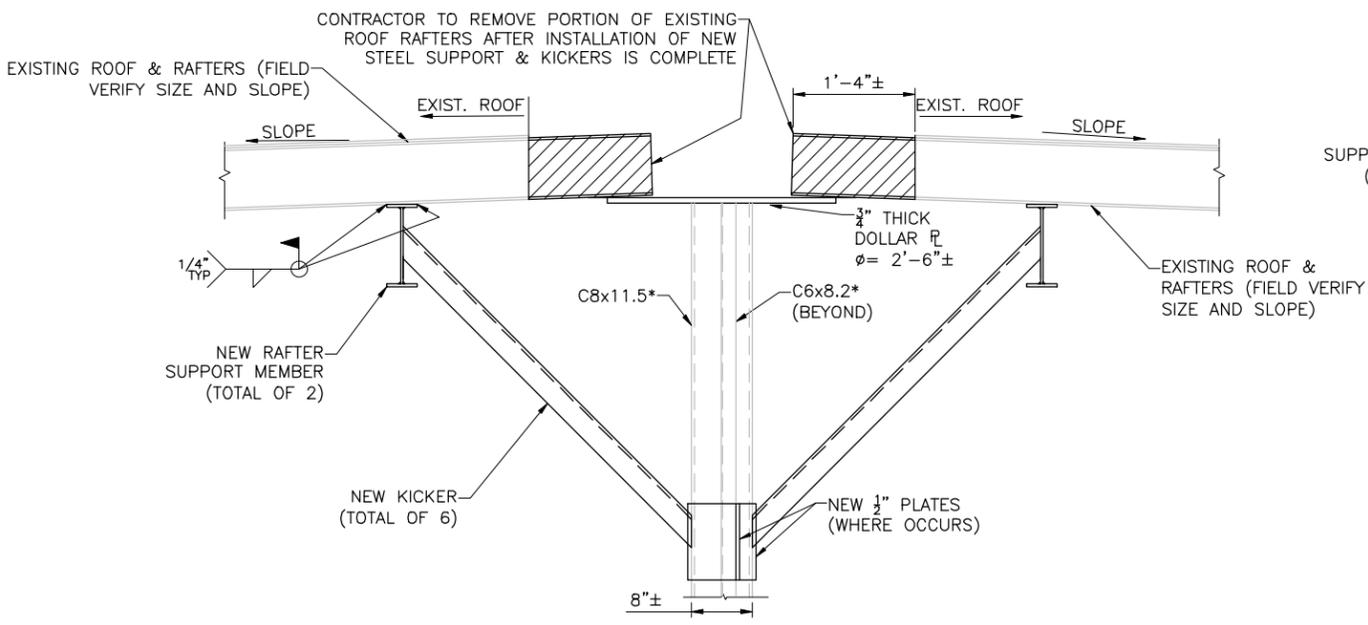
DETAIL

6" = 1'-0"



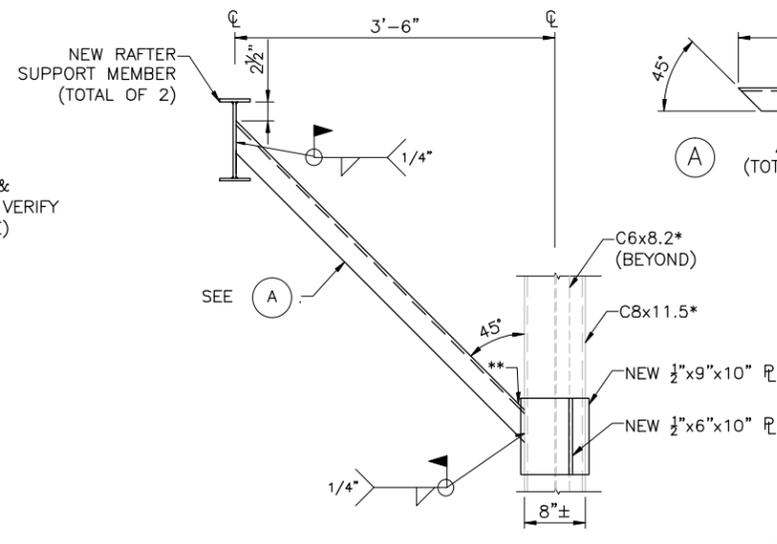
TYPICAL CONNECTION

6" = 1'-0"



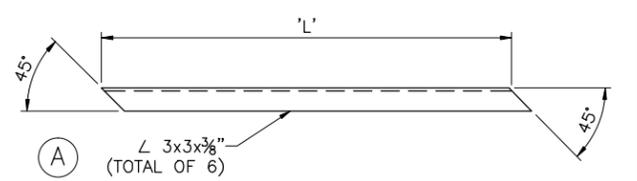
SECTION

1" = 1'-0"



ANGLE TO SUPPORT CONNECTIONS

1" = 1'-0"



L 3x3x3/8 KICKERS	
KICKER	'L'
A	4'-10 3/4"
B	4'-2 3/8"
C	4'-8"
D	4'-7"
E	4'-6 1/8"
F	4'-7"

— DENOTES EXISTING
 - - - DENOTES PROPOSED

* ASSUMED SHAPE (AS-BUILTS NOT AVAILABLE)

** HORIZ. LEG OF ANGLE AN CENTER COLUMN OF SUPPORT TO BE TRIMMED TO FIT IN FIELD

(OCCURS AT A, C, D, F)



R2H ENGINEERING, INC.
 CONSULTING STRUCTURAL ENGINEERS
 16466 BERNARDO CENTER DR., SUITE 279
 SAN DIEGO, CA 92128
 PHONE (858) 673-8416
 FAX (858) 673-8418

DRAWING REFERENCES:

REVISIONS			
REV	DATE	DESCRIPTION	BY

DESIGN BY: DED	SCALE: AS NOTED
DRAWN BY: NB	CHECKED BY: DED
PROJECT MANAGER	
STEPHEN BEPPLER, PE	C67370 RCE NO. XX/XX/2015 DATE
RECORD DRAWINGS	
ENGINEER OF WORK	RCE NO. DATE

OTAY WATER DISTRICT
 2554 SWEETWATER SPRINGS BOULEVARD
 SPRING VALLEY, CA 91978-2004
 619 - 870-2222

STEEL TANK GIRDER SUPPORT TANK 944-1

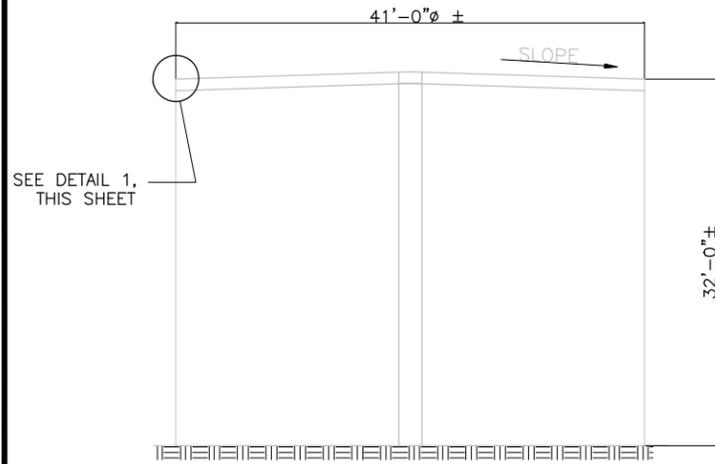
STRUCTURAL PLANS AND DETAILS

DANIEL J. MARTIN, PE
 ENGINEERING MANAGER

XX/XX/2015
 DATE RCE C49380

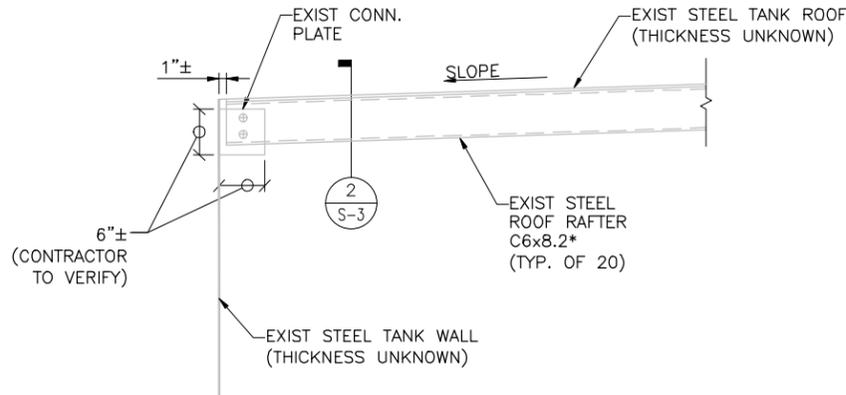
CIP#
 SHEET 2 OF 3 SHEETS
 DRAWING NO. S-2

P:\15\15067\15067-1_Reservoir\4 - Dwgs\15067 - S-3 Structural Details.dwg, Aug 20, 2015 - 3:27pm



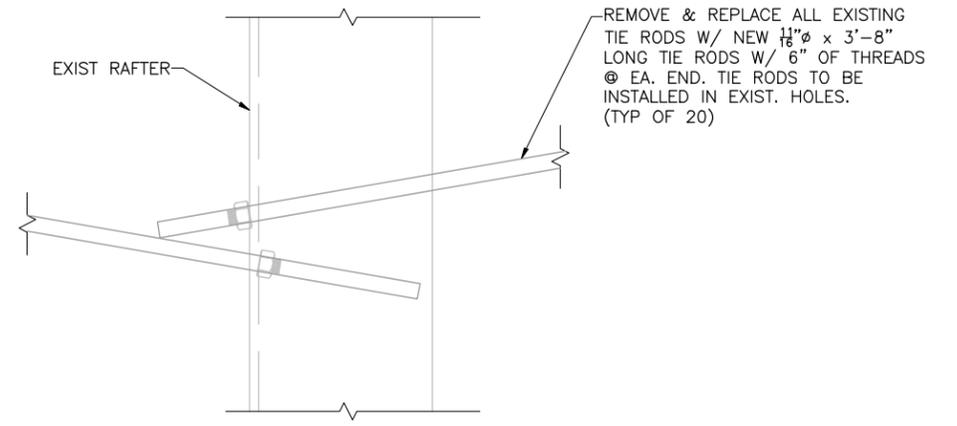
ELEVATION VIEW

1/8" = 1'-0"



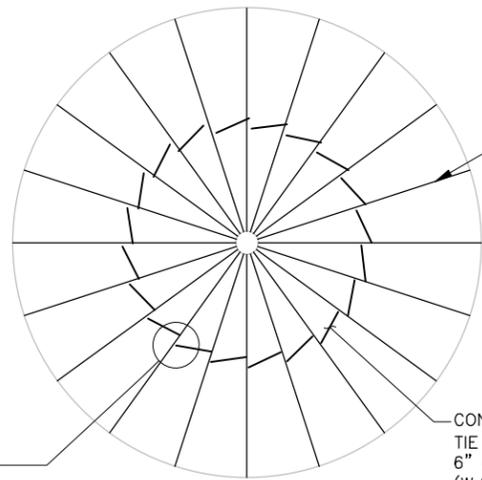
ROOF DETAIL

1" = 1'-0"



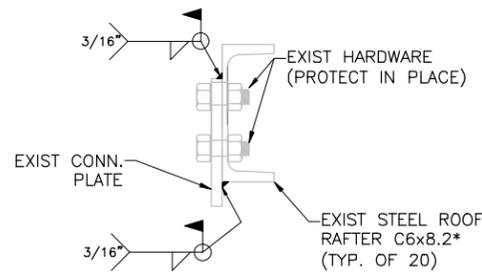
TIE ROD DETAIL

3" = 1'-0"



PLAN VIEW

1/8" = 1'-0"



RAFTER WELD DETAIL

3" = 1'-0"

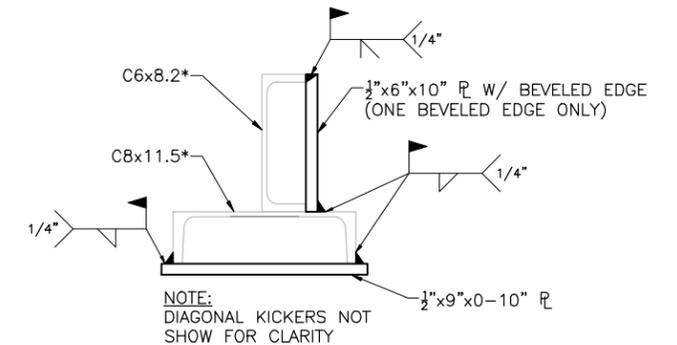


PLATE WELD DETAIL

3" = 1'-0"

— DENOTES EXISTING
 — DENOTES PROPOSED

* ASSUMED SHAPE (AS-BUILTS NOT AVAILABLE)

** HORIZ. LEG OF ANGLE AN CENTER COLUMN OF SUPPORT TO BE TRIMMED TO FIT IN FIELD

(OCCURS AT (A), (C), (D), (F))



DRAWING REFERENCES:

REVISIONS			
REV	DATE	DESCRIPTION	BY APPD

DESIGN BY: DED SCALE: AS NOTED
 DRAWN BY: NB CHECKED BY: DED
 PROJECT MANAGER
 STEPHEN BEPPLER, PE C67370 RCE NO. XX/XX/2015 DATE

RECORD DRAWINGS
 ENGINEER OF WORK RCE NO. DATE

OTAY WATER DISTRICT
 2554 SWEETWATER SPRINGS BOULEVARD
 SPRING VALLEY, CA 91978-2004
 619 - 870-2222

STEEL TANK GIRDER SUPPORT TANK 944-1

STRUCTURAL PLANS AND DETAILS

DANIEL J. MARTIN, PE
 ENGINEERING MANAGER

XX/XX/2015
 DATE RCE C49380

CIP#
 SHEET 3 OF 3 SHEETS
 DRAWING NO. S-3

OLYMPUS AND ASSOCIATES, INC.

dba OLYMPUS PAINTING AND SANDBLASTING

Contractors Licenses: NV 0051433, CA 777677, HI 23882, WA OLYMPAI992RK



August 27, 2015

Kevin Cameron
Otay Water District
2554 Sweetwater Spring Blvd
Spring Valley, CA 91978

Project: 944-1, 944-2 & 458-2 Reservoir Interior/Exterior Coating & Upgrades
Subject: 944-1 Rafter Replacement

Dear Mr. Cameron

Please find below the breakdown for the change order request for the rafter replacement:

Crosno's Change Proposal	\$38,561.38
Olympus Mark Up	\$1,778.06
Olympus Charges	\$5,864.89

Total	\$46,204.33
-------	-------------

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Lyndsey Tsiopos

Time & Material Rough Estimate

OTAY WATER DISTRICT _____
458-2

DATE PERFORMED _____

DATE OF REPORT 8/27/2015

F.M. No. _____
M.D. No. _____
CCO No. _____

REPORT NO. _____

Rev. 2

WORK PERFORMED BY Olympus and Associates Inc
DESCRIPTION OF WORK 944-1 New Rafter Replacement

MATERIALS & EQUIPMENT AND/OR WORK DONE BY SPECIALIST				EXTENDED AMOUNT	P.R. NO.	LABOR	HOURS	SALARY + VACATION RATE	EXTENDED SALARY + VACATION RATE	HOURLY RATE	EXTENDED AMOUNT		
DESCRIPTION	NO. UNIT	UNIT COST				Painter (JM)	REG <u>16.00</u>			\$44.27	\$708.32		
			\$0.00			16 hours grinding	OT						
			\$0.00			Painter (JM)	REG <u>80.00</u>			\$44.27	\$3,541.60		
			\$0.00			Hole Watch	OT						
			\$0.00				REG		\$0.00	\$0.00	\$0.00		
			\$0.00				OT		\$0.00	\$0.00	\$0.00		
TOTAL MATERIALS & EQUIPMENT COST			B	\$0.00			REG		\$0.00	\$0.00	\$0.00		
CONSTRUCTION EQUIPMENT							OT		\$0.00	\$0.00	\$0.00		
EQUIP. NO	DESCRIPTION	HOURS	UNIT RATE				REG		\$0.00	\$0.00	\$0.00		
							OT		\$0.00	\$0.00	\$0.00		
							REG		\$0.00	\$0.00	\$0.00		
							OT		\$0.00	\$0.00	\$0.00		
							REG		\$0.00	\$0.00	\$0.00		
							OT		\$0.00	\$0.00	\$0.00		
							REG		\$0.00	\$0.00	\$0.00		
							OT		\$0.00	\$0.00	\$0.00		
							REG		\$0.00	\$0.00	\$0.00		
							OT		\$0.00	\$0.00	\$0.00		
TOTAL CONSTRUCTION EQUIPMENT COST			C	\$0.00									
HAULING OF CONSTRUCTION EQUIPMENT													
DESCRIPTION	NO. UNIT	UNIT COST											
			\$0.00										
			\$0.00										
TOTAL HAULING OF CONSTRUCTION EQUIPMENT COST			D	\$0.00									
SUBTOTAL								\$0.00					
SUBTOTAL											\$4,249.92		
PAYROLL TAXES & INSURANCE									X		Labor Sub Total	\$849.98	
SUSTINENCE								20%	X		\$4,249.92	=	\$0.00
SUSTINENCE									X			=	\$0.00
MILEAGE									X			=	\$0.00
TOTAL LABOR COST											A	\$5,099.90	
SIGNATURE VERIFIES TIME, CLASSIFICATION, MATERIALS & EQUIPMENT, CONSTRUCTION EQUIPMENT, CONSTRUCTION EQUIPMENT.													
AND HAULING OF								15			% MARKUP ON LABOR COST	(A)	\$764.99
								15			% MARKUP ON MATERIALS & EQUIPMENT COST	(B)	
								15			% MARKUP ON CONSTRUCTION EQUIPMENT COST	(C)	
								15			% MARKUP ON HAULING OF CONSTRUCTION EQUIP	(D)	
TOTAL THIS REPORT													\$5,864.89

INSPECTOR _____ DATE _____

CONTRACTOR'S REPRESENTATIVE _____ DATE _____

FIELD ENGINEER _____ DATE _____

CONTRACTOR'S REPRESENTATIVE _____ DATE _____

Change Proposal

REPORT NO.

SPECIFICATION NO. DATE PERFORMED DATE OF REPORT 8/24/2015 F.M. No.
 WORK PERFORMED BY Crosno Construction Inc M.D. No.
 DESCRIPTION OF WORK New Rafter Option CCO No. Rev.0
Tank 944-1, New Rafters w/ new rafter ties -NO DOOR SHEET

MATERIALS & EQUIPMENT AND/OR WORK DONE BY SPECIALIST				EXTENDED AMOUNT	P.R. NO.	LABOR	HOURS	SALARY + VACATION RATE	EXTENDED SALARY + VACATION RATE	HOURLY RATE	EXTENDED AMOUNT		
DESCRIPTION	NO. UNIT	UNIT COST											
<i>Center structrue materials</i>	1	\$ 2,855.8	\$ 2,855.80		TGFA3	R&R 20 rafters Tank General Foreman Area3	REG 50	\$ 53.92	\$ 2,696.00	\$ 82.08	\$ 4,104.00		
			\$ -				OT	\$ 80.88		\$ 118.04			
<i>Engineering & Detailing</i>	1	\$ 1,500.0	\$ 1,500.00		BMA3	R&R 20 rafters Bolemaker Area 3	REG 100	\$ 43.92	\$ 4,392.00	\$ 72.08	\$ 7,208.00		
							OT	\$ 65.88		\$ 103.04			
<i>Mareial Delivery</i>	1	\$ 925.00	\$ 925.00		SL		REG 40	\$ 60.00	\$ 2,400.00	\$ 60.00	\$ 2,400.00		
<i>Shop Blast & Prime</i>	1	\$ 1,300.0	\$ 1,300.00			<i>Shop Fabricator</i>	OT	\$ 80.00		\$ 80.00			
			\$ -		SL	<i>rafter ties</i>	REG 10	\$ 60.00	\$ 600.00	\$ 60.00	\$ 600.00		
						<i>Shop Fabricator</i>	OT	\$ 80.00		\$ 80.00			
TOTAL MATERIALS & EQUIPMENT COST			B	\$ 6,580.80									
CONSTRUCTION EQUIPMENT													
EQUIP. NO	DESCRIPTION	HOURS	UNIT RATE										
<i>Truck2</i>	<i>Foreman Truck</i>	50	\$ 25.04	\$ 1,252.00	TGFA3	R&R Rafter Ties Tank General Foreman Area3	REG 8	\$ 53.92	\$ 431.36	\$ 82.08	\$ 656.64		
							OT	\$ 80.88		\$ 118.04			
<i>Forklift 4-6</i>	<i>Forklift 4k-6k</i>	30	\$ 36.15	\$ 1,084.50	BMA3	R&R Rafter ties Bolemaker Area 3	REG 8	\$ 43.92	\$ 351.36	\$ 72.08	\$ 576.64		
							OT	\$ 65.88		\$ 103.04			
<i>Welding Machine 250-500 amp</i>	<i>Welding Machine 250-500 amp</i>	100	\$ 11.87	\$ 1,187.00			REG						
<i>Gen 50-100</i>	<i>Generator 50-100</i>	50	\$ 25.81	\$ 1,290.50			OT						
<i>Scaff 10'</i>	<i>Scaffolding 10' per section</i>	500	\$ 1.04	\$ 520.00			REG						
							OT						
							REG						
							OT						
SUBTOTAL									\$ 10,870.7	SUBTOTAL	\$ 15,545.28		
								(RATE)	X	Labor Sub Total			
PAYROLL TAXES & INSURANCE								20.00%	X	\$ 15,545.28	=	\$ 3,109.06	
SUBSISTENCE Crew								10	X	\$ 75.00	=	\$ 750.00	
SUBSISTENCE GF								5	X	\$ 90.00	=	\$ 450.00	
Mileage								750	X	\$ 0.55	=	\$ 412.50	
TOTAL LABOR COST										A	\$ 20,266.84		
TOTAL HAULING OF CONSTRUCTION EQUIPMENT COST											D	\$ 1,350.00	
SIGNATURE VERIFIES TIME, CLASSIFICATION, MATERIALS & EQUIPMENT, CONSTRUCTION EQUIPMENT, AND HAULING OF CONSTRUCTION EQUIPMENT.													
											15	% MARKUP ON LABOR COST (A)	\$ 3,040.03
											15	% MARKUP ON MATERIALS & EQUIPMENT COST (B)	\$ 987.12
											15	% MARKUP ON CONSTRUCTION EQUIPMENT COST (C)	\$ 800.10
											15	% MARKUP ON HAULING OF CONSTRUCTION EQUIP (D)	\$ 202.50
TOTAL THIS REPORT												\$ 38,561.38	

INSPECTOR _____ DATE _____ CONTRACTOR'S Representative _____ DATE _____
 FIELD ENGINEER _____ DATE _____ CONTRACTOR'S REPRESENTATIVE _____ DATE _____

CHANGE ORDER LOG

CIP Title - 944-1, 944-2, & 458-2 Reservoir Interior/Exterior Coating

Project: P2531/P2532/P2535

Consultant/Contractor: Olympus and Associates Inc.

Subproject: 001103

		APPROVED			
C.O.	AMOUNT	BY	DATE	DESCRIPTION	TYPE C.O.
1	\$41,778.00	GM	6/17/2015	458-2 Structural Floor Repairs, decrease Structural Modification Allowance, Weather Day and Work Order Time Extension	Contractor
2	\$44,458.00	Board	9/2/2015	458-2 Idled Equipment during Structural Floor and Roof Repairs	Contractor
3	\$4,073.00	Board	9/2/2015	458-2 Disposal of Additional Coal Tar	Contractor
4	\$28,071.00	Board		458-2 Floor Coating Change to 100% Solids	Contractor
5	\$46,204.33	Board		944-1 Structural Rafter Repairs	Contractor
6					
7					
8					
9					
10					
11					
12					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					

Total C.O.'s To Date: \$164,584.33 13.6%

Original Contract Amount: \$1,206,008.00

Current Contract Amount: \$1,370,592.33

Month	Net C.O.\$	Limit	Authorization	Absolute C.O.\$	C.O. %
9/15	\$164,584.33	\$2,000	Insp	\$164,584.33	13.6%
		\$10,000	PM/Sr. Engr.		0.0%
		\$20,000	DivM		0.0%
		\$25,000	Chief		0.0%
		\$35,000	AGM		0.0%
		\$50,000	GM		0.0%
		>\$50000	Board		0.0%

CONTRACT/P.O. CHANGE ORDER No. 6

PROJECT/ITEM: 944-1, 944-2, & 458-2 Reservoir Interior/Exterior Coating & Upgrades
CONTRACTOR/VENDOR: Olympus and Associates Inc. REF.CIP No.: P2531/P2532/P2535
APPROVED BY: Board REF. P.O. No: 718662 DATE: 9/15/15

DESCRIPTION:

Charges attributable to the 944-1 Reservoir (CIP P2531). This Change Order provides for structural repairs including replacement of a portion of the reservoir overflow for the 944-1 Reservoir, per RFP No. 6.

REASON:

During initial sandblasting operations corrosion was discovered on the overflow pipe. The existing coating obscured the extent of corrosion including holes in the pipe which media blasting revealed during construction operations. This discovery resulted in the need to replace portions of the overflow pipe to restore structural integrity and water tightness of the pipe. This Change Order is necessary to resolve all costs associated with incorporation of this work scope.

CHANGE P.O. TO READ:

Revise Contract to add \$11,413.89 and add 2 days time for a total Contract amount of \$1,382,006.22 with a Contract Duration of 309 Calendar Days.

ORIGINAL CONTRACT/P.O. AMOUNT:	\$	1,206,008.00
ADJUSTED AMOUNT FROM PREVIOUS CHANGE:	\$	164,584.33
TOTAL COST OF THIS CHANGE ORDER:	\$	11,413.89
NEW CONTRACT/P.O. AMOUNT IS:	\$	1,382,006.22
ORIGINAL CONTRACT COMPLETION DATE:		06/13/15
CONTRACT/P.O. TIME AFFECTED BY THIS CHANGE:		Yes
REVISED CONTRACT COMPLETION DATE:		09/08/15

IT IS UNDERSTOOD WITH THE FOLLOWING APPROVALS, THAT THE CONTRACTOR/VENDOR IS AUTHORIZED AND DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES. IT IS ALSO AGREED THAT THE TOTAL COST FOR THIS CHANGE ORDER CONSTITUTES FULL AND COMPLETE COMPENSATION FOR OBLIGATIONS REQUIRED BY THE CONTRACT/P.O. ALL OTHER PROVISIONS AND REQUIREMENTS OF THE CONTRACT/P.O. REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR/VENDOR:

SIGNATURE: [Signature]
NAME: Lyndsey Tsipos
TITLE: Office Manager DATE: 9/15/15
COMPANY & ADDRESS: Olympus & Associates, Inc.
405 Lovitt Lane
Reno, NV 89506

STAFF APPROVALS:

PROJ. MGR: [Signature] DATE: 9/15/15
DIV. MGR: _____ DATE: _____
CHIEF: _____ DATE: _____
ASST. GM: _____ DATE: _____

DISTRICT APPROVAL:

GEN. MANAGER: _____ DATE: _____

COPIES: FILE (Orig.), CONTRACTOR/VENDOR, CHIEF-ENGINEERING, CHIEF-FINANCE, ENGR. MGR.
 ACCTS PAYABLE, INSPECTION, PROJ. MGR., ENGR. SECRETARY, PURCHASING, PROJECT BINDER



REQUEST FOR PROPOSAL # 006

Date:	<u>September 13, 2015</u>	Project Name:	<u>944-1, 944-2, & 458-2 Reservoirs Interior/Exterior Coating & Upgrades</u>
To:	<u>Olympus & Associates 405 Lovitt Lane Reno, NV 89506</u>	C.I.P. No.:	<u>P2531/P2532/P2535</u>
Attn:	<u>Lyndsey Tsiopos</u>	Contractor:	<u>Olympus & Associates</u>
From:	<u>Douglas Cook</u>		
Subject:	<u>944-1 Overflow Pipe Corrosion</u>		

Reference Drawings: N/A
 Ref. Spec. Section: N/A
 Referenced RFI: RFI 019

Description: Shop drawings required
 No Shop drawings required

Please prepare a lump sum proposal to furnish all required labor, material, and equipment necessary to implement the following items:

- Replace corroded portions of the existing overflow pipe per RFI 019.

- Please submit a lump sum cost proposal for this adjustment to your construction contract by **ASAP**. Your proposal should include a complete detailed breakdown of labor man-hours, materials, equipment, and all other related costs which would be basis for negotiation and agreement in an adjustment to the contract price.
- Please quantify the impact, if any, the above described scope of work will have upon your project completion date, by identifying the first critical path element of your schedule which is impacted and the duration of the impact.
- Other requirements to be included are: N/A

By: 
 Construction Manager's Signature



OTAY WATER DISTRICT REQUEST FOR INFORMATION (RFI) FORM

RFI No. 19

Otay Construction Manager/Project Manager: Doug Cook, Alyson Consulting Date: 09 / 12 / 2015

CIP No. P2531, P2532, P2535 Project Name: 944-1, 944-2, 458-2 Reservoir Int/Ext Coating & Upgrades

Contractor's Name: Olympus & Associates

(For Contractor's Use)

Date: 09/12/2015

Subject: 944-1 Exterior Overflow Pipe

Description: Please see attached pictures of the current condition of the overflow pipe

Contractor's Authorized Representative: Lyndsey Tsiopos Signature: _____

Date: **9/15/15**

Response:

Please remove the existing interior portion of the overflow. Cut the overflow 12-inches from the shell, install a flange on the remaining pipe. Provide a new overflow cone and elbow with a flanged connection. Connect to existing.

Provide a drawing of the new overflow.

Prior to removal, and with the District Inspector present, measure the distance from the top of the overflow to the top of the pipe that protrudes perpendicularly through the shell. DO NOT REMOVE THE OLD OVERFLOW FROM THE SITE.

Prior to installation of the new overflow, and in the presence of the District Inspector, verify the new overflow dimensions are the same as the original overflow. This is key for preset SCADA controls.

Please prepare the surface and install 3 coats of Devoe 233H on the interior and exterior surfaces of the new overflow per the manufacturer and NSF-61's recommendations.

District's Authorized Representative: Kevin Cameron, P.E. Signature: 





OLYMPUS AND ASSOCIATES, INC.

dba OLYMPUS PAINTING AND SANDBLASTING

Contractors Licenses: NV 0051433, CA 777677, HI 23882, WA OLYMPAI992RK



September 14, 2015

Kevin Cameron
Otay Water District
2554 Sweetwater Spring Blvd
Spring Valley, CA 91978

Project: 944-1, 944-2 & 458-2 Reservoir Interior/Exterior Coating & Upgrades
Subject: 944-1 Over Flow Repair

Dear Mr. Cameron

Please find below the breakdown for the change order request for the rafter replacement:

Crosno's Change Proposal	\$10,870.37
Olympus Mark Up	\$543.52
Total	\$11,413.89

4 days fabrication

2 days installation

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Lyndsey Tsiopos

Change Proposal

REPORT NO.

SPECIFICATION NO. DATE PERFORMED DATE OF REPORT 9/14/2015 F.M. No.

WORK PERFORMED BY Crosno Construction Inc M.D. No. CCO No. Overflow Rev.1

DESCRIPTION OF WORK Overflow Repair
Tank 944-1 ** Add \$1350.00 should another mobilization be required.

MATERIALS & EQUIPMENT AND/OR WORK DONE BY SPECIALIST			EXTENDED AMOUNT	P.R. NO.	LABOR	HOURS	SALARY + VACATION RATE	EXTENDED SALARY + VACATION RATE	HOURLY RATE	EXTENDED AMOUNT	
DESCRIPTION	NO. UNIT	UNIT COST									
<i>Overflow materials</i>	1	\$ 381.4	\$ 381.36	TGFA3	Tank General Foreman Area3	REG 10 OT 2.0	\$ 53.92 \$ 80.88	\$ 539.20 \$ 161.76	\$ 82.08 \$ 118.04	\$ 820.80 \$ 236.08	
<i>Engineering & Detailing</i>		\$ 1,500.0	\$ -	BMA3	Bolemaker Area 3	REG 10 OT 2	\$ 43.92 \$ 65.88	\$ 439.20 \$ 131.76	\$ 72.08 \$ 103.04	\$ 720.80 \$ 206.08	
<i>Mareial Delivery</i>	1	\$ 925.00	\$ 925.00	SL	Shop Fabricator	REG 25 OT	\$ 60.00 \$ 80.00	\$ 1,500.00	\$ 60.00	\$ 1,500.00	
<i>Shop Blast & Prime</i>	1	\$ 800.0	\$ 800.00	BMA3	Bolemaker Area 3	REG 0 OT	\$ 43.92 \$ 65.88	\$ -	\$ 72.08 \$ 103.04	\$ -	
TOTAL MATERIALS & EQUIPMENT COST			\$ 2,106.36								
CONSTRUCTION EQUIPMENT											
EQUIP. NO	DESCRIPTION	HOURS	UNIT RATE								
<i>Truck2</i>	Foreman Truck	12	\$ 25.04	\$ 300.48							
<i>Forklift 4-6</i>	Forklift 4k-6k	0	\$ 36.15	\$ -							
<i>Welding Machine 250-500 amp</i>	Welding Machine 250-500 amp	10	\$ 11.87	\$ 118.70							
<i>Generator 50-100</i>	Generator 50-100	10	\$ 25.81	\$ 258.10							
<i>Scaff 10'</i>	Scaffolding 10' per section	500	\$ 1.04	\$ 520.00							
	Shop Fab. and Paint equipment	10	\$ 55.00	\$ 550.00	PTSIM	shop Painter/Blaster	REG 10 OT	\$ 56.32 \$ 70.72	\$ 563.20 \$ 70.72	\$ 563.20 \$ 70.72	
								SUBTOTAL	\$ 3,335.1	SUBTOTAL	\$ 4,046.96
TOTAL CONSTRUCTION EQUIPMENT COST			\$ 1,747.28								
HAULING OF CONSTRUCTION EQUIPMENT											
DESCRIPTION	NO. UNIT	UNIT COST									
<i>Mobilization</i>	0	\$ 1,350	\$ -								
TOTAL HAULING OF CONSTRUCTION EQUIPMENT COST			\$ -								

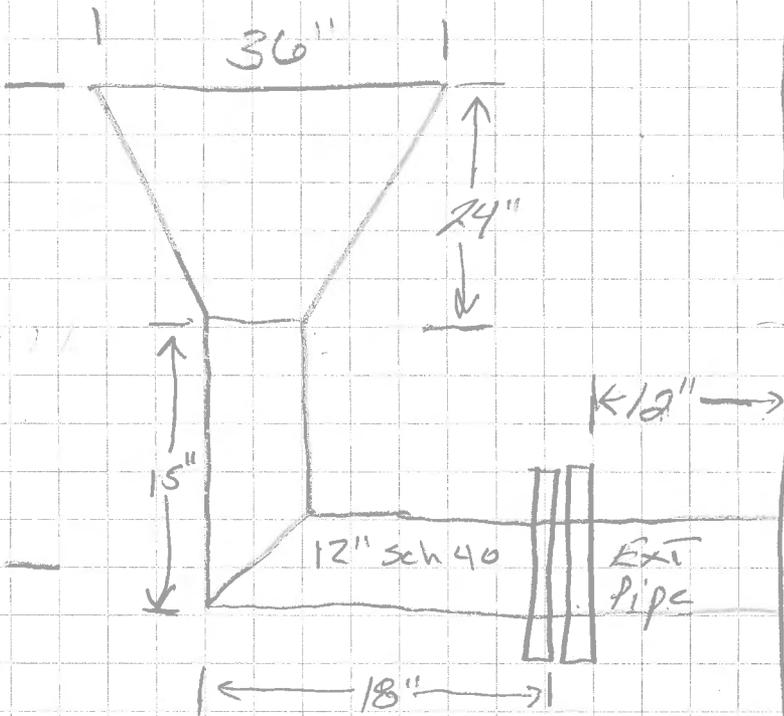
PAYROLL TAXES & INSURANCE	(RATE)	X	Labor Sub Total	=	
	20.00%	X	\$ 4,046.96	=	\$ 809.39
SUBSISTENCE Crew	2	X	\$ 75.00	=	\$ 150.00
SUBSISTENCE GF	2	X	\$ 90.00	=	\$ 180.00
Mileage	750	X	\$ 0.55	=	\$ 412.50
			TOTAL LABOR COST	A	\$ 5,598.85
	15	% MARKUP ON LABOR COST	(A)		\$ 839.83
	15	% MARKUP ON MATERIALS & EQUIPMENT COST	(B)		\$ 315.95
	15	% MARKUP ON CONSTRUCTION EQUIPMENT COST	(C)		\$ 262.09
	15	% MARKUP ON HAULING OF CONSTRUCTION EQUIP	(D)		\$ -

TOTAL THIS REPORT **\$ 10,870.37**

INSPECTOR _____ DATE _____ CONTRACTOR'S Representative _____ DATE _____

FIELD ENGINEER _____ DATE _____ CONTRACTOR'S REPRESENTATIVE _____ DATE _____

NIBEL SET FOR 12" Flange
Class D



CHANGE ORDER LOG

CIP Title - 944-1, 944-2, & 458-2 Reservoir Interior/Exterior Coating

Project: P2531/P2532/P2535

Consultant/Contractor: Olympus and Associates Inc.

Subproject: 001103

		APPROVED			
C.O.	AMOUNT	BY	DATE	DESCRIPTION	TYPE C.O.
1	\$41,778.00	GM	6/17/2015	458-2 Structural Floor Repairs, decrease Structural Modification Allowance, Weather Day and Work Order Time Extension	Contractor
2	\$44,458.00	Board	9/2/2015	458-2 Idled Equipment during Structural Floor and Roof Repairs	Contractor
3	\$4,073.00	Board	9/2/2015	458-2 Disposal of Additional Coal Tar	Contractor
4	\$28,071.00	Board		458-2 Floor Coating Change to 100% Solids	Contractor
5	\$46,204.33	Board		944-1 Structural Rafter Repairs	Contractor
6	\$11,413.89	Board		944-1 Overflow Replacement/Repairs	Contractor
7					
8					
9					
10					
11					
12					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					

Total C.O.'s To Date: \$175,998.22 14.6%

Original Contract Amount: \$1,206,008.00

Current Contract Amount: \$1,382,006.22

Month	Net C.O.\$	Limit	Authorization	Absolute C.O.\$	C.O. %
9/15	\$175,998.22	\$2,000	Insp	\$175,998.22	14.6%
		\$10,000	PM/Sr. Engr.		0.0%
		\$20,000	DivM		0.0%
		\$25,000	Chief		0.0%
		\$35,000	AGM		0.0%
		\$50,000	GM		0.0%
		>\$50000	Board		0.0%

AGENDA ITEM 8



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 7, 2015		
SUBMITTED BY:	Jeff Marchioro Senior Civil Engineer	PROJECT:	P2511- 001101	DIV. NOS.:	3 & 4
	Bob Kennedy Engineering Manager				
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering				
	<input checked="" type="checkbox"/> German Alvarez, Assistant General Manager				
	<input checked="" type="checkbox"/> Mark Watton, General Manager				
SUBJECT:	Purchase of two (2) Caltrans Land Parcels (Director's Deed Numbers DD 32161-01-01 and DD 32164-01-01) for the North-South District Interconnection System (Otay Interconnect) Project				

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) authorize the General Manager to enter into two (2) Purchase Agreements with the State of California, Department of Transportation (Caltrans) for the purchase of Land Parcels (Caltrans Parcels) identified as Director's Deed Numbers DD 32161-01-01 and DD 32164-01-01 for the North-South District Interconnection System (Otay Interconnect) Project in the amounts of \$195,000 and \$175,000, respectively (see Exhibit A for Project location and Exhibit B for Project detail map).

The Board authorizes the transfer of \$370,000 from the FY 2017 and FY 2018 budgets to the FY 2016 budget.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE :

To obtain Board authorization for the General Manager to enter into two (2) Purchase Agreements with Caltrans to purchase Caltrans Parcels identified as Director's Deed Numbers 32161-01-01 and 32164-01-01 for the Otay Interconnect Project in the amounts of \$195,000 and \$175,000, respectively (see Exhibit C) and exceed the annual budget.

ANALYSIS :

The Project includes a five (5) mile long 30-inch transmission main and bi-direction pump station to convey potable water from the North District's 640 pressure zone to the South District's 624 pressure zone and vice versa. The Project would increase the District's potable water supply flexibility and reliability.

The Project's prime civil engineering consultant, Lee & Ro, identified fifteen (15) and evaluated ten (10) potential pump station sites to recommend that the District purchase the Caltrans parcels in early 2011. Caltrans first formally offered the parcels to the District on September 1, 2011 in the amount of \$265,000; however, the purchase was placed on hold while the District worked with the County of San Diego (County) to confirm the proposed 30-inch transmission main alignment. The Caltrans parcels were again formally offered to the District on October 3, 2014 in the amount of \$390,000; however, the purchase was again placed on hold while the District worked with Caltrans and the County to confirm the parcels had no open space encumbrances associated with a State Route 125 Federal Highway Administration Record of Decision.

On August 5, 2015, the District's as-needed appraiser, Michael D. Keagy (Keagy) appraised the parcels with a value of \$370,000. Keagy found that vacant land comparable sales were flat or decreased in value over the last year. Keagy also made adjustments for water and sewer connections not detailed in Caltrans' previous appraisals. Caltrans accepted Keagy's appraisal to set the purchase price for the two parcels at \$370,000.

The California Environmental Quality Act (CEQA) process for the Project included the preparation of an Environmental Impact Report (EIR) which identified the Caltrans parcels as the preferred pump station site and concluded that the purchase of these parcels and the construction of a pump station on the site would not have any significant environmental impacts. The Final EIR was certified by the Board on August 13, 2015. The Notice of Determination for the Final EIR was filed on August 19, 2015 and the 30-day period for

challenges to the approval of the Project concluded September 18, 2015.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

The total budget for CIP P2511, as approved in the FY 2016 budget, is \$37,300,000. Total expenditures, plus outstanding commitments and forecast, are \$4,218,148. See Attachment B for budget detail.

The FY 2016 expenditure budget for this CIP is \$50,000. Staff expects to expend the full CIP budget this year and it is not anticipated that funds from other CIPs will be available.

Based on a review of the financial budget, the Project Manager anticipates that the budget for CIP P2511 is sufficient to support the Project. The transfer of \$370,000 from the FY 2017 and FY 2018 budgets to the FY 2016 budget will allow the purchase of these parcels in FY 2016.

The Finance Department has determined that, under the current rate model, 40% of the funding will be available from the Expansion Fund and 60% of the funding will be available from the Betterment Fund.

STRATEGIC GOAL:

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

LEGAL IMPACT:

None.

JM/BK:jf

P:\WORKING\CIP P2511-North-South District Intertie\Staff Reports\2015 10 07 Caltrans Parcels Purchase\BD 10-07-15, Staff Report, North-South Interconnect Caltrans Parcels Purchase.docx

Attachments: Attachment A - Committee Action
 Attachment B - Budget Detail
 Exhibit A - Location Map
 Exhibit B - Project Detail Map
 Exhibit C - Two Purchase Agreements



ATTACHMENT A

SUBJECT/PROJECT: P2511-001101	Purchase of two (2) Caltrans Land Parcels (Director's Deed Numbers DD 32161-01-01 and DD 32164-01-01) for the North-South District Interconnection System (Otay Interconnect) Project
---------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a meeting held on September 22, 2015. The Committee supported Staff's recommendation.

NOTE:

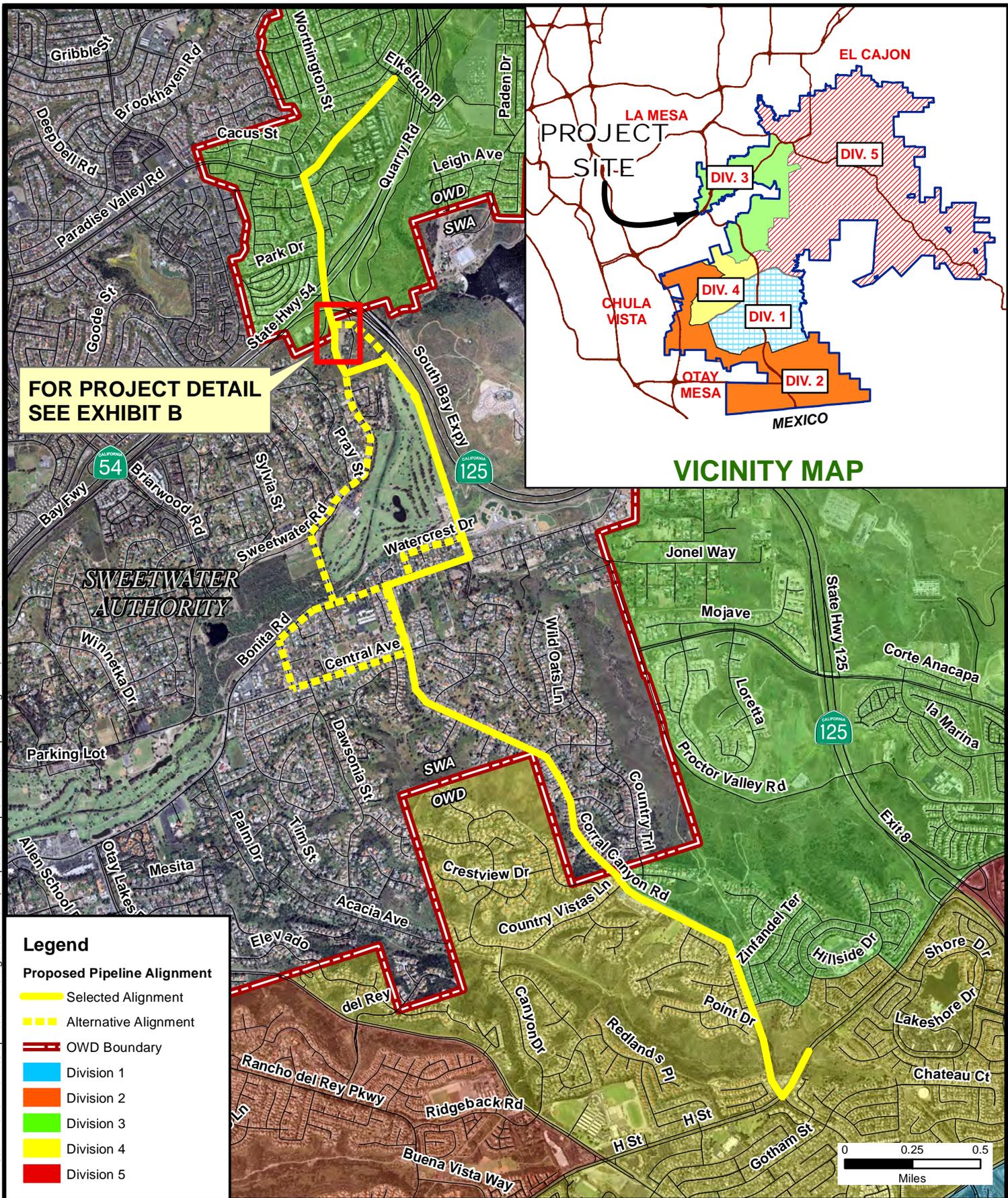
The "Committee Action" is written in anticipation of the Committee moving the item forward for Board approval. This report will be sent to the Board as a Committee approved item, or modified to reflect any discussion or changes as directed from the Committee prior to presentation to the full Board.



ATTACHMENT B – Budget Detail

SUBJECT/PROJECT:	Purchase of two (2) Caltrans Land Parcels (Director's Deed Numbers DD 32161-01-01 and DD 32164-01-01) for the North-South District Interconnection System (Otay Interconnect) Project
P2511-001101	

Otay Water District					Date Updated: 8/28/2015
p2511-North District - South District Intercon					
Budget	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor/Comments
37,300,000					
Planning					
Consultant Contracts	5,000	5,000	-	5,000	ARCADIS US INC
	14,553	14,553	-	14,553	CPM PARTNERS INC
	4,414	4,394	20	4,414	HATCH MOTT MACDONALD
	12,996	12,996	-	12,996	JONES & STOKES ASSOCIATES INC
	600,000	526,363	73,637	600,000	LEE & RO INC
	8,500	8,500	-	8,500	MICHAEL D KEAGY REAL ESTATE
	27,048	27,048	-	27,048	NARASIMHAN CONSULTING SERVICES
Professional Legal Fees	562	562	-	562	GARCIA CALDERON & RUIZ LLP
	901	901	-	901	STUTZ ARTIANO SHINOFF
Regulatory Agency Fees	3,120	3,120	-	3,120	COUNTY OF SAN DIEGO
	350	350	-	350	SAN DIEGO GAS & ELECTRIC
Service Contracts	164	164	-	164	SAN DIEGO DAILY TRANSCRIPT
	892	892	-	892	SAN DIEGO UNION-TRIBUNE LLC
Standard Salaries	347,492	347,492	-	347,492	
	370,000	370,000	370,000	370,000	Caltrans Property Purchase
Total Planning	1,395,992	952,335	443,657	1,395,992	
Design					
Business Meetings	60	60	-	60	PETTY CASH CUSTODIAN
Consultant Contracts	5,000	5,000	-	5,000	PBS&J
	1,978,388	582,318	1,396,070	1,978,388	LEE & RO INC
	4,390	4,390	-	4,390	CPM PARTNERS INC
	1,240	1,240	-	1,240	ALTA LAND SURVEYING INC
	74,151	2,210	71,941	74,151	ARCADIS US INC
Regulatory Agency Fees	166	166	-	166	COUNTY OF SAN DIEGO
	8,464	8,464	-	8,464	COUNTY OF SAN DIEGO - DPW
	9,705	9,705	-	9,705	CITY OF CHULA VISTA
Service Contracts	327	327	-	327	SAN DIEGO UNION-TRIBUNE LLC
	169	169	-	169	SAN DIEGO DAILY TRANSCRIPT
	13	13	-	13	FIRST AMERICAN DATA TREE LLC
Standard Salaries	544,046	544,046	-	544,046	
Total Design	2,626,118	1,158,107	1,468,011	2,626,118	
Construction					
Consultant Contracts	1,397	1,397	-	1,397	CPM PARTNERS INC
	190,731	-	190,731	190,731	LEE & RO INC
Professional Legal Fees	527	527	-	527	STUTZ ARTIANO SHINOFF
Standard Salaries	3,383	3,383	-	3,383	
Total Construction	196,038	5,307	190,731	196,038	
Grand Total	4,218,148	2,115,749	2,102,399	4,218,148	



PAWORKING\CIP P2511-North-South District Interconnection System\Graphics\Exhibits\Figures\Proposed Pump Station and Pipeline Alignment, October 2015.mxd

EXHIBIT A

P:\WORKING\CIP P2511\North-South District Interim\Graphics\Exhibits\Figures\Exhibit B, Purchase of Caltrans Parcels, October 2015.mxd



OTAY WATER DISTRICT
 PURCHASE OF CALTRANS PARCELS
 PROJECT DETAIL MAP



EXHIBIT B

Exhibit C – Purchase Agreements

DEPARTMENT OF TRANSPORTATION
 DISTRICT 11 – RIGHT OF WAY DIVISION
 4050 TAYLOR STREET, MS 310
 SAN DIEGO, CA 92110



*Serious Drought.
 Help save water!*

PURCHASE AGREEMENT

<u>San Diego, California</u> 2015	District	County	Route	Director's Deed Number	Sales Price
	11	SD	125	DD 32161-01-01	\$ 195,000.00

Name	Otay Water District
Address	2554 Sweetwater Spring Blvd., Spring Valley, CA 91978
Work Phone	(619) 670-2222

The Purchase Agreement is by and between the State of California, Department of Transportation, hereinafter called the Department, and Otay Water District, herein called Buyer. Buyer agrees to the conditions of purchase herein set forth and the TERMS AND CONDITIONS OF PURCHASE AGREEMENT attached hereto, and further agrees to deliver to the Department, Right of Way Division at 4050 Taylor Street, San Diego, CA 92110, the amount of \$ 195,000.00 dollars as full payment for the purchase of the above-referenced property.

Full payment of the purchase price is due by 3:00 P.M. on October 14, 2015. Payment will be in the form of a cashier's check, certified check or money order made payable to California Department of Transportation. The Department does not accept personal checks.

The Property shall be conveyed by Director's Deed to:

<input type="checkbox"/>	Husband and Wife as Joint Tenants	<input type="checkbox"/>	A Single Man
<input type="checkbox"/>	Husband and Wife as Community Property	<input type="checkbox"/>	A Single Woman
<input type="checkbox"/>	A Married Man/Woman as His/Her Sole and Separate Property	<input type="checkbox"/>	As Tenants In Common
<input checked="" type="checkbox"/>	Other: Otay Water District	<input type="checkbox"/>	As Joint Tenants

Exhibit C – Purchase Agreements

TERMS AND CONDITIONS OF PURCHASE AGREEMENT

This sale is subject to the approval of the California Transportation Commission (CTC), tentatively scheduled to meet on **December 9, 2015**. Title will transfer after full purchase price is received, the CTC has approved the sale and the Director's Deed has been recorded. If the CTC does not approve the sale, all funds deposited with the State of California, Department of Transportation (the Department) will be refunded without interest.

Financing: Credit terms are not available.

****Financing is the responsibility of the Buyer, together with all costs, including appraisal and loan fees, credit reports, points, title insurance, premiums, surveys, documentary transfer taxes, escrow and recording fees and any other charges.****

Escrow: Buyer may open an escrow account at the Buyer's expense. If Buyer chooses to open escrow, the escrow officer shall notify the Department by letter within 10 days from the date of the Purchase Agreement. The notification letter shall be mailed directly to the Department of Transportation, Right of Way Division, M.S. 310, 4050 Taylor St., San Diego, CA 92110, Attention: Lena Young.

Due Diligence: Buyer must fully complete their property due diligence prior to the date of the Purchase Agreement. Buyer shall represent, covenant and warrant that they are purchasing the property relying solely on their independent inspection of the property in its existing condition. The Department shall not be liable for any allowance, adjustment or revision based upon the failure of the property, appliances or floor plans to conform to any specific standards. It is the responsibility of Buyer to fully investigate zoning and land use restrictions with local authorities concerning the potential uses of the sale property. The Department makes no warranty regarding whether or not the current use of the property is in compliance with the present zoning and/or permitted use.

Inspection Indemnity: In connection with any due diligence, any inspection, visit and/or investigation of the property by Buyer or any person/entity on their behalf (the "Inspectors") shall 1) keep the property free and clear of liens, 2) repair all damage arising from such inspection, and 3) indemnify, defend and hold the Department harmless from all liability, claims, demands, damages and/or costs directly or indirectly arising there from. Inspectors shall carry, or require anyone acting on Inspector's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting the Department from liability for any injuries to persons or property occurring during any inspection prior to close of the transaction.

Disclaimer of Warranty: The property is sold in an "AS IS" condition. Buyer acknowledge and agree that they are acquiring the property in its present state and condition as of the date of the Purchase Agreement, with all defects, both patent and latent, and with all faults of the property whether known or unknown, presently existing or that may hereafter arise, including, without limitation, all existing conditions, if any, of lead paint, mold or other environmental or health hazards. Buyer acknowledge and agree that the Department has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express, implied, oral or written, past, present or future, of, as to, concerning or with respect to the condition of the property.

Exhibit C – Purchase Agreements

Repairs: All properties will be sold in an “AS IS” condition. Repairs, if any, are the responsibility of the Buyer. Buyer agrees that the property is acquired in an “AS IS” condition with all faults and conditions then existing on the property, including any hazardous substances or hazardous wastes that may be located on, under, or around the property, whether known or unknown, and the Buyer assumes all responsibilities for such faults and conditions.

Buyer shall defend, indemnify, and hold Department and Department’s elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorney’s fees, legal expenses and consultant’s fees, and investigation and remediation costs) arising in whole or in part from the existence of hazardous substance, or hazardous substance conditions. This indemnity is intended to address that liability for which Department may be responsible arising solely out of its mere ownership of said real property. This provision shall survive transfer of title of the said real property and any rescission of the said transfer.

“Hazardous Substance” shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal of effect, render it subject to federal, state or local regulation, investigation, remediation or removal as potential injurious to public health or welfare, including the comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Acts as now in effect.

“Hazardous Substance Condition” shall mean the existence on or under, said property of a hazardous substance that requires remediation and/or removal and/or to be otherwise mitigated pursuant to applicable law.

Fees: Buyer is responsible for ALL FEES associated with this sales transaction including but not limited to broker’s commission, surveys, title, insurance premiums, escrow, documentary transfer tax, recording fees, points, repairs and costs, documentary stamp taxes, and any other real estate transaction taxes or fees by whatever name known, including any personal property sales tax, where applicable. The Department does not pay a broker’s commission.

California Transportation Commission (CTC): The sale under the Purchase Agreement is subject to the approval of the CTC, tentatively scheduled for **December 9, 2015**.

Title will transfer after full purchase price is received, CTC approves the sale and the Director’s Deed is recorded. If CTC does not approve the sale, all funds deposited with the Department will be refunded without interest.

The Department reserves the right to reject and to cancel the sale, in part or in its entirety at any time prior to recordation of the Director’s Deed. In the event of rejection and/or cancellation of sale, payment will be refunded without interest.

Exhibit C – Purchase Agreements

Title: The property is believed to be free of any liens, court judgments, loans (Deeds of Trust, etc) and delinquent or unpaid property taxes. The sale of the property is subject to all matters of public record and any easements, claims of easements, or reservations not of record or being reserved by the Department. The Department does not assume any liability for any possible encumbrances on this property.

The right, title and interest in the property conveyed shall not exceed that vested by the Department. The sale is subject to all title exceptions and reservation whether or not of record. Buyer should consult local title companies if more complete information regarding the title of the property is required. Buyer may obtain a policy of title insurance at his or her own expense.

Should the Buyer desire a survey of the property, this may be accomplished with the expressed consent of the Department and performed by an independent survey at the Buyer's expense. No warranty is made by the Department relative to the ground locations of property lines, other than monument highway right of way lines.

Land Use: The concerned local agency should be contacted to determine whether, in the future, the parcel may come under the provisions of the Subdivision Map Act, if the Buyer wants to adjust lot lines, divide the property or sell each separately described parcel. It is recommended that Buyer fully investigate zoning and land-use restrictions with local authorities concerning the potential uses. The Department makes no warranty regarding the zoning or rezoning of any property or land-use determinations. Buyer shall be responsible for checking and complying with local codes and ordinances for permitted land uses.

Environmental Act: The sale of this excess property is Categorically Exempt from the requirements of the California Environmental Quality Act of 1970 (CEQA). The environmental determination by the Department is for the sale of this property only. It does not mean that the Buyer may not have to obtain subsequent environmental clearance or prepare an environmental document for any further actions, as required by any local agency. Buyer should also be aware that when the Buyer seeks some form of approval/permit for development subsequent to Buyer's purchase of this excess property, the local agency might require an environmental document and/or environmental analysis before giving its approval or issuing a permit.

Taxes: The property is currently exempt from local taxes but will return to tax rolls upon recordation of the Director's Deed to the Buyer.

Exhibit C – Purchase Agreements

It is understood that conveyance of this property is subject to the approval of the California Transportation Commission. It is also agreed that all notices and matters arising in connection with this transaction will be given to Buyer in person or by registered mail.

AGENCY:

Otay Water District,
a California Corporation

Mark Watton, General Manager

APPROVED AS TO FORM:

Richard Romero, Attorney

Recommended for Approval:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
Lena Young
Associate Right of Way Agent

By _____
Amy Lamott-Vargas
Deputy District Director
Right of Way Division

By _____
Rainna Ford, Chief
Asset Management/RAP Branch
Right of Way Division

No Obligation Other Than Those Set Forth Herein Will Be Recognized

DOCUMENTARY TRANSFER TAX \$ Exhibit C – Purchase Agreements

COMPUTED ON FULL VALUE OF PROPERTY
CONVEYED, OR
COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING THEREON AT TIME OF
SALE.

Signature of declarant or agent determining tax – firm name

Unincorporated Area City of _____

When recorded mail to:

State of California
Department of Transportation
4050 Taylor Street M.S. 310
San Diego, CA 92110

Space above this line for Recorder's Use
R/W MAP CLO 52054m E.A. 003002

DIRECTOR'S DEED

District	County	Route	Post	Number
11	SD	125	KP 19.7/PM 12.2	DD 32161-01-01

The STATE OF CALIFORNIA, acting by and through its Director of Transportation, does hereby grant to

all that real property in the _____ County of _____, State of California, described as:

SEE EXHIBIT "A"

MAIL TAX
STATEMENTS TO:

Exhibit C – Purchase Agreements

Number
DD 32161-01-01

Exhibit "A"

A portion of the Southeast Quarter of Quarter Section 24 of the Rancho De La Nacion, in the County of San Diego, State of California according to Map thereof No. 166, filed in the Office of the County Recorder of San Diego County being a portion of land conveyed in deed to the State of California recorded June 26, 2002 as Document No. 2002-054188 of Official Records in said County Recorder's Office, lying Southwesterly from the following described line:

COMMENCING at a brass disk stamped "OTTO NAT CITY 08 1953" according to Record of Survey Map No. 15374, which bears North 62°14'28" West, 5,409.01 feet from a brass disk stamped "CV GPS 5057" according to said Record of Survey map; thence North 81°56'17" West, 2,189.11 feet; thence South 51°41'22" East, 64.95 feet to the Westerly line of County Road Survey No. 361, as shown on Map thereof on file in said Office of the County Surveyor of San Diego County and the **POINT OF BEGINNING**;
thence (1) retracing last said course North 51°41'22" West, 64.95;
thence (2) North 40°32'39" West, 36.69 feet;
thence (3) North 34°15'43" West, 34.40 feet;
thence (4) North 07°18'44" West, 64.96 feet;
thence (5) North 64°27'20" West, 112.94 feet;
thence (6) North 35°08'43" West, 86.75 feet to the Northerly line of said Southeast Quarter and the **POINT OF TERMINUS**.

EXCEPTING that portion lying Westerly of the following described line:

COMMENCING at a brass disk stamped "OTTO NAT CITY 08 1953" according to Record of Survey Map No. 15374, which bears North 62°14'28" West, 5,409.01 feet from a brass disk stamped "CV GPS 5057" according to said Record of Survey map; thence South 82°27'09" West, 2,318.84 feet; thence South 12°46'13" East, 55.01 feet to the Easterly line of Road Survey 471, according to Map thereof on file in the Office of the County Surveyor of San Diego County and the **POINT OF BEGINNING**;
thence (1) retracing last said course North 12°46'13" West, 55.01 feet to the beginning of a tangent curve concave Easterly, having a radius of 954.72 feet;
thence (2) Northerly along said curve through a central angle of 5°08'25" a distance of 85.65 feet;
thence (3) North 07°37'48" West, 292.64 feet to the beginning of a tangent curve concave Westerly, having a radius of 1,330.05 feet;
thence (4) Northerly along said curve through a central angle of 4°55'53" a distance of 114.47 feet;
thence (5) North 12°33'41" West, 158.99 feet to the beginning of a tangent curve concave Easterly, having a radius of 2,654.19 feet;
thence (6) Northerly along said curve through a central angle of 0°22'29" a distance of 17.36 feet to said Easterly line of Road Survey 471 and the **POINT OF TERMINUS**.

SUBJECT to an **ACCESS EASEMENT** over the Southerly 20 feet of said land.

Subject to special assessments if any, restrictions, reservations, and easements of record.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent State freeway.

Exhibit C – Purchase Agreements

Number
DD 32161-01-01

The bearings and distances used in the above descriptions are on the California Coordinate System of 1983, Zone 6. Multiply all distances in the above description by 0.9999935 to obtain ground level distances.

This legal description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature: 
John R. Berggren, L.S. 6000
License Expires 12/31/2010
Date: March 24, 2010



Exhibit C – Purchase Agreements

Subject to special assessments if any, restrictions, reservations, and easements of record.

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

WITNESS my hand and the seal of the Department of Transportation of the State of California, this _____ day of _____ 20 _____

APPROVED AS TO FORM AND PROCEDURE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ATTORNEY
DEPARTMENT OF TRANSPORTATION

Director of Transportation

By

Attorney in Fact

ACKNOWLEDGMENT

State of California }
County of _____ } ss

On _____ before me, _____, personally appeared _____
(Here insert name and title of the officer)

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

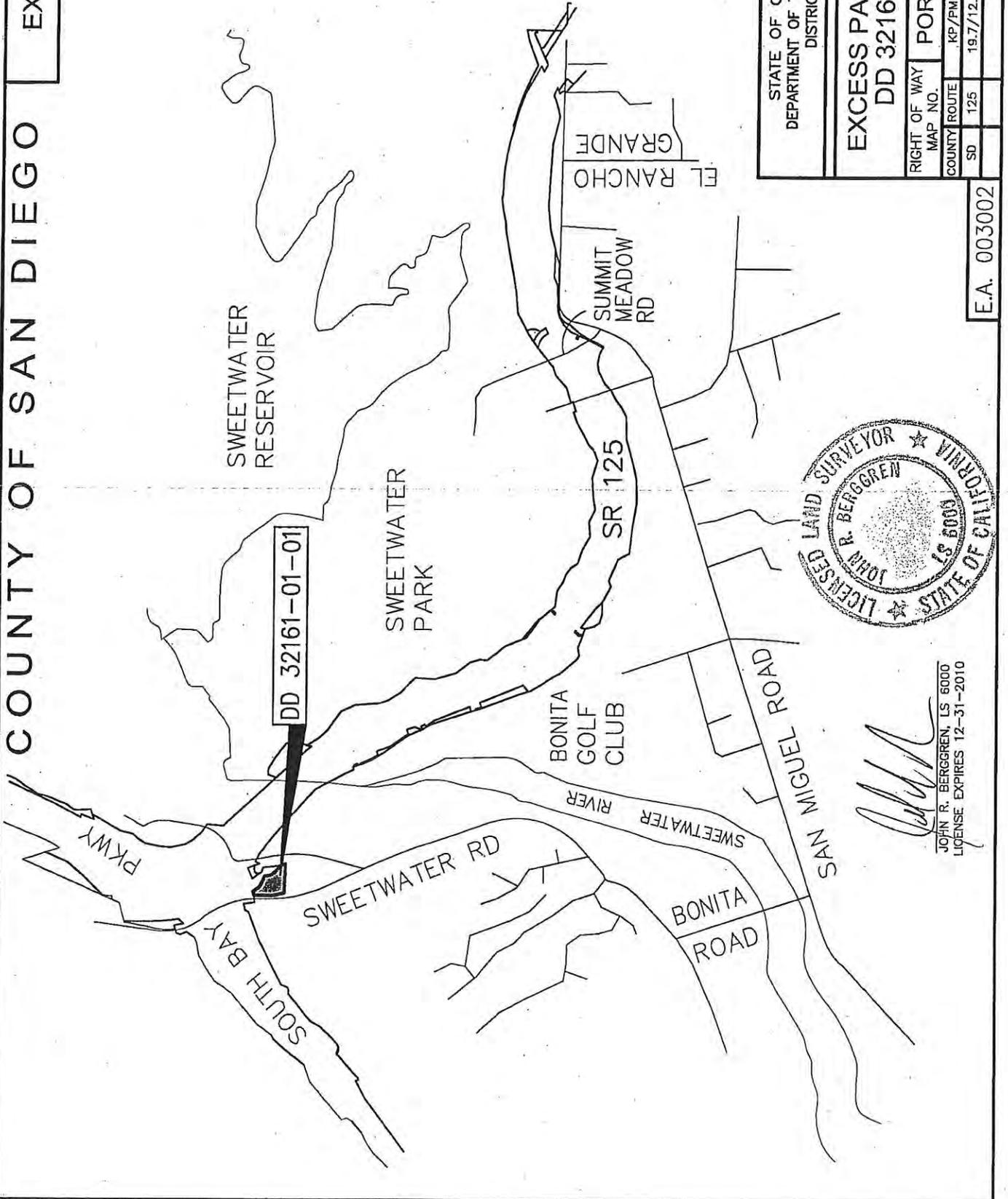
Signature _____ (Seal)

(This space reserved for CTC Certification)

Exhibit C - Purchase Agreements

COUNTY OF SAN DIEGO

EXHIBIT "B"



STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 11	
EXCESS PARCEL MAP DD 32161-01-01	
RIGHT OF WAY MAP NO.	POR. CLO 52054m
COUNTY ROUTE SD 125	SCALE KP/PM 19.7/12.2 NO SCALE

E.A. 003002 SHEET 1 OF 2

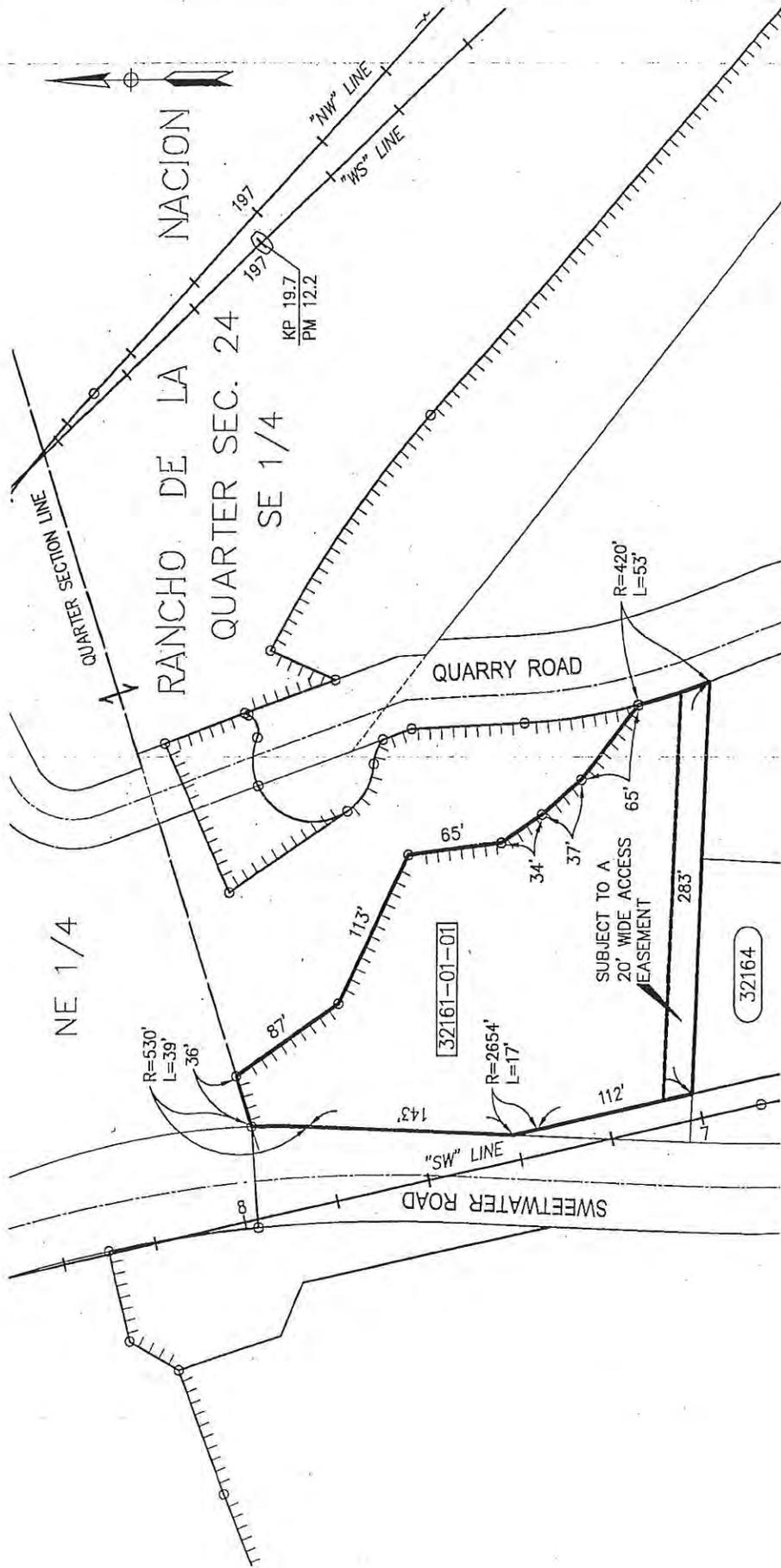


John R. Berggren
JOHN R. BERGGREN, LS 6000
LICENSE EXPIRES 12-31-2010

Exhibit C – Purchase Agreements

COUNTY OF SAN DIEGO

EXHIBIT "B"



STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 11	
EXCESS PARCEL MAP DD 32161-01-01	
RIGHT OF WAY MAP NO.	POR. CLO 52054m
COUNTY ROUTE SD 125	KP/PM 19.7/12.2
	SCALE NO SCALE
	SHEET 2 OF 2

E.A. 003002

AREA CALCULATIONS
32161-01-01 = 57,955 SQ FT

Exhibit C – Purchase Agreements**DEPARTMENT OF TRANSPORTATION**

DISTRICT 11 – RIGHT OF WAY DIVISION

4050 TAYLOR STREET, MS 310

SAN DIEGO, CA 92110



*Serious Drought.
Help save water!*

PURCHASE AGREEMENT

San Diego, California
2015

District	County	Route	Director's Deed Number	Sales Price
11	SD	125	DD 32164-01-01	\$ 175,000.00

Name	Otay Water District
Address	2554 Sweetwater Spring Blvd., Spring Valley, CA 91978
Work Phone	(619) 670-2222

The Purchase Agreement is by and between the State of California, Department of Transportation, hereinafter called the Department, and Otay Water District, herein called Buyer. Buyer agrees to the conditions of purchase herein set forth and the TERMS AND CONDITIONS OF PURCHASE AGREEMENT attached hereto, and further agrees to deliver to the Department, Right of Way Division at 4050 Taylor Street, San Diego, CA 92110, the amount of \$ 175,000.00 dollars as full payment for the purchase of the above-referenced property.

Full payment of the purchase price is due by 3:00 P.M. on October 14, 2015. Payment will be in the form of a cashier's check, certified check or money order made payable to California Department of Transportation. The Department does not accept personal checks.

The Property shall be conveyed by Director's Deed to:

<input type="checkbox"/>	Husband and Wife as Joint Tenants	<input type="checkbox"/>	A Single Man
<input type="checkbox"/>	Husband and Wife as Community Property	<input type="checkbox"/>	A Single Woman
<input type="checkbox"/>	A Married Man/Woman as His/Her Sole and Separate Property	<input type="checkbox"/>	As Tenants In Common
<input checked="" type="checkbox"/>	Other: Otay Water District	<input type="checkbox"/>	As Joint Tenants

Exhibit C – Purchase Agreements

TERMS AND CONDITIONS OF PURCHASE AGREEMENT

This sale is subject to the approval of the California Transportation Commission (CTC), tentatively scheduled to meet on **December 9, 2015**. Title will transfer after full purchase price is received, the CTC has approved the sale and the Director's Deed has been recorded. If the CTC does not approve the sale, all funds deposited with the State of California, Department of Transportation (the Department) will be refunded without interest.

Financing: Credit terms are not available.

****Financing is the responsibility of the Buyer, together with all costs, including appraisal and loan fees, credit reports, points, title insurance, premiums, surveys, documentary transfer taxes, escrow and recording fees and any other charges.****

Escrow: Buyer may open an escrow account at the Buyer's expense. If Buyer chooses to open escrow, the escrow officer shall notify the Department by letter within 10 days from the date of the Purchase Agreement. The notification letter shall be mailed directly to the Department of Transportation, Right of Way Division, M.S. 310, 4050 Taylor St., San Diego, CA 92110, Attention: Lena Young.

Due Diligence: Buyer must fully complete their property due diligence prior to the date of the Purchase Agreement. Buyer shall represent, covenant and warrant that they are purchasing the property relying solely on their independent inspection of the property in its existing condition. The Department shall not be liable for any allowance, adjustment or revision based upon the failure of the property, appliances or floor plans to conform to any specific standards. It is the responsibility of Buyer to fully investigate zoning and land use restrictions with local authorities concerning the potential uses of the sale property. The Department makes no warranty regarding whether or not the current use of the property is in compliance with the present zoning and/or permitted use.

Inspection Indemnity: In connection with any due diligence, any inspection, visit and/or investigation of the property by Buyer or any person/entity on their behalf (the "Inspectors") shall 1) keep the property free and clear of liens, 2) repair all damage arising from such inspection, and 3) indemnify, defend and hold the Department harmless from all liability, claims, demands, damages and/or costs directly or indirectly arising there from. Inspectors shall carry, or require anyone acting on Inspector's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting the Department from liability for any injuries to persons or property occurring during any inspection prior to close of the transaction.

Disclaimer of Warranty: The property is sold in an "AS IS" condition. Buyer acknowledge and agree that they are acquiring the property in its present state and condition as of the date of the Purchase Agreement, with all defects, both patent and latent, and with all faults of the property whether known or unknown, presently existing or that may hereafter arise, including, without limitation, all existing conditions, if any, of lead paint, mold or other environmental or health hazards. Buyer acknowledge and agree that the Department has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express, implied, oral or written, past, present or future, of, as to, concerning or with respect to the condition of the property.

Exhibit C – Purchase Agreements

Repairs: All properties will be sold in an “AS IS” condition. Repairs, if any, are the responsibility of the Buyer. Buyer agrees that the property is acquired in an “AS IS” condition with all faults and conditions then existing on the property, including any hazardous substances or hazardous wastes that may be located on, under, or around the property, whether known or unknown, and the Buyer assumes all responsibilities for such faults and conditions.

Buyer shall defend, indemnify, and hold Department and Department’s elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorney’s fees, legal expenses and consultant’s fees, and investigation and remediation costs) arising in whole or in part from the existence of hazardous substance, or hazardous substance conditions. This indemnity is intended to address that liability for which Department may be responsible arising solely out of its mere ownership of said real property. This provision shall survive transfer of title of the said real property and any rescission of the said transfer.

“Hazardous Substance” shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal of effect, render it subject to federal, state or local regulation, investigation, remediation or removal as potential injurious to public health or welfare, including the comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Acts as now in effect.

“Hazardous Substance Condition” shall mean the existence on or under, said property of a hazardous substance that requires remediation and/or removal and/or to be otherwise mitigated pursuant to applicable law.

Fees: Buyer is responsible for ALL FEES associated with this sales transaction including but not limited to broker’s commission, surveys, title, insurance premiums, escrow, documentary transfer tax, recording fees, points, repairs and costs, documentary stamp taxes, and any other real estate transaction taxes or fees by whatever name known, including any personal property sales tax, where applicable. The Department does not pay a broker’s commission.

California Transportation Commission (CTC): The sale under the Purchase Agreement is subject to the approval of the CTC, tentatively scheduled for **December 9, 2015**.

Title will transfer after full purchase price is received, CTC approves the sale and the Director’s Deed is recorded. If CTC does not approve the sale, all funds deposited with the Department will be refunded without interest.

The Department reserves the right to reject and to cancel the sale, in part or in its entirety at any time prior to recordation of the Director’s Deed. In the event of rejection and/or cancellation of sale, payment will be refunded without interest.

Exhibit C – Purchase Agreements

Title: The property is believed to be free of any liens, court judgments, loans (Deeds of Trust, etc) and delinquent or unpaid property taxes. The sale of the property is subject to all matters of public record and any easements, claims of easements, or reservations not of record or being reserved by the Department. The Department does not assume any liability for any possible encumbrances on this property.

The right, title and interest in the property conveyed shall not exceed that vested by the Department. The sale is subject to all title exceptions and reservation whether or not of record. Buyer should consult local title companies if more complete information regarding the title of the property is required. Buyer may obtain a policy of title insurance at his or her own expense.

Should the Buyer desire a survey of the property, this may be accomplished with the expressed consent of the Department and performed by an independent survey at the Buyer's expense. No warranty is made by the Department relative to the ground locations of property lines, other than monument highway right of way lines.

Land Use: The concerned local agency should be contacted to determine whether, in the future, the parcel may come under the provisions of the Subdivision Map Act, if the Buyer wants to adjust lot lines, divide the property or sell each separately described parcel. It is recommended that Buyer fully investigate zoning and land-use restrictions with local authorities concerning the potential uses. The Department makes no warranty regarding the zoning or rezoning of any property or land-use determinations. Buyer shall be responsible for checking and complying with local codes and ordinances for permitted land uses.

Environmental Act: The sale of this excess property is Categorically Exempt from the requirements of the California Environmental Quality Act of 1970 (CEQA). The environmental determination by the Department is for the sale of this property only. It does not mean that the Buyer may not have to obtain subsequent environmental clearance or prepare an environmental document for any further actions, as required by any local agency. Buyer should also be aware that when the Buyer seeks some form of approval/permit for development subsequent to Buyer's purchase of this excess property, the local agency might require an environmental document and/or environmental analysis before giving its approval or issuing a permit.

Taxes: The property is currently exempt from local taxes but will return to tax rolls upon recordation of the Director's Deed to the Buyer.

Exhibit C – Purchase Agreements

It is understood that conveyance of this property is subject to the approval of the California Transportation Commission. It is also agreed that all notices and matters arising in connection with this transaction will be given to Buyer in person or by registered mail.

AGENCY:

Otay Water District,
a California Corporation

Mark Watton, General Manager

APPROVED AS TO FORM:

Richard Romero, Attorney

Recommended for Approval:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
Lena Young
Associate Right of Way Agent

By _____
Amy Lamott-Vargas
Deputy District Director
Right of Way Division

By _____
Rainna Ford, Chief
Asset Management/RAP Branch
Right of Way Division

No Obligation Other Than Those Set Forth Herein Will Be Recognized

DOCUMENTARY TRANSFER TAX \$ Exhibit C – Purchase Agreements

COMPUTED ON FULL VALUE OF PROPERTY
CONVEYED, OR
COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING THEREON AT TIME OF
SALE.

Signature of declarant or agent determining tax – firm name

Unincorporated Area City of _____

When recorded mail to:

State of California
Department of Transportation
4050 Taylor Street M.S. 310
San Diego, CA 92110

Space above this line for Recorder's Use
R/W MAP CLO 52053m &52054. E.A. 003002

DIRECTOR'S DEED

District	County	Route	Post	Number
11	SD	125	KP 19.7/PM 12.2	DD 32164-01-01 (32161-01-02)

The STATE OF CALIFORNIA, acting by and through its Director of Transportation, does hereby grant to

all that real property in the _____ County of _____, State of California, described as:

SEE EXHIBIT "A"

MAIL TAX
STATEMENTS TO:

Exhibit C – Purchase Agreements

Number
DD 32164-01-01 (ETC.)

Exhibit "A"

A portion of the Southeast Quarter of Quarter Section 24 of the Rancho De La Nacion, in the County of San Diego, State of California according to Map thereof No. 166, filed in the Office of the County Recorder of San Diego County being a portion of land conveyed in deed to the State of California recorded December 29, 2000 as Document No. 2000-0716880 of Official Records in said County Recorder's Office.

EXCEPTING that portion of said land lying Westerly of the following described line:

COMMENCING at a brass disk stamped "OTTO NAT CITY 08 1953" according to Record of Survey Map No. 15374, which bears North 62°14'28" West, 5,409.01 feet from a brass disk stamped "CV GPS 5057" according to said Record of Survey map; thence South 82°27'09" West, 2,318.84 feet; thence South 12°46'13" East, 55.01 feet to the Easterly line of Road Survey 471, according to Map thereof on file in the Office of the County Surveyor of San Diego County and the **POINT OF BEGINNING**;

thence (1) retracing last said course North 12°46'13" West, 55.01 feet to the beginning of a tangent curve concave Easterly, having a radius of 954.72 feet;
thence (2) Northerly along said curve through a central angle of 5°08'25" a distance of 85.65 feet;
thence (3) North 07°37'48" West, 292.64 feet to the beginning of a tangent curve concave Westerly, having a radius of 1330.05 feet;
thence (4) Northerly along said curve through a central angle of 4°55'53" a distance of 114.49 feet;
thence (5) North 12°33'41" West, 158.99 feet to the beginning of a tangent curve concave Easterly, having a radius of 2,654.19 feet;
thence (6) Northerly along said curve through a central angle of 0°22'29" a distance of 17.36 feet to said Easterly line of Road Survey 471 and the **POINT OF TERMINUS**.

Together with an **ACCESS EASEMENT**, over the Southerly 20 feet of the land described as follows:

A portion of the Southeasterly Quarter of Quarter Section 24 of the Rancho De La Nacion, in the County of San Diego, State of California according to Map thereof No. 166, filed in the Office of the County Recorder of San Diego County being a portion of land conveyed in deed to the State of California recorded June 26, 2002 as Document No. 2002-054188 of Official Records in said County Recorder's Office, lying Southwesterly from the following described line:

COMMENCING at a brass disk stamped "OTTO NAT CITY 08 1953" according to Record of Survey Map No. 15374, which bears North 62°14'28" West, 5,409.01 feet from a brass disk stamped "CV GPS 5057" according to said Record of Survey map; thence North 81°56'17" West, 2,189.11 feet; thence South 51°41'22" East, 64.95 feet to the Westerly line of County Road Survey No. 361, as shown on Map thereof on file in said Office of the County Surveyor of San Diego County and the **POINT OF BEGINNING**;

thence (1) retracing last said course North 51°41'22" West, 64.95 feet;
thence (2) North 40°32'39" West, 36.69 feet;
thence (3) North 34°15'43" West, 34.40 feet;
thence (4) North 07°18'44" West, 64.96 feet;
thence (5) North 64°27'20" West, 112.94 feet;

Exhibit C – Purchase Agreements

Number DD 32164-01-01 (ETC.)

thence (6) North 35°08'43" West, 86.75 feet to the Northerly line of said Southeast Quarter and the **POINT OF TERMINUS**.

EXCEPTING that portion lying Westerly of the following described line:

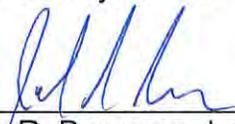
COMMENCING at a brass disk stamped "OTTO NAT CITY 08 1953" according to Record of Survey Map No. 15374, which bears North 62°14'28" West, 5,409.01 feet from a brass disk stamped "CV GPS 5057" according to said Record of Survey map; thence South 82°27'09" West, 2,318.84 feet; thence South 12°46'13" East, 55.01 feet to the Easterly line of Road Survey 471, according to Map thereof on file in the Office of the County Surveyor of San Diego County and the **POINT OF BEGINNING**;

thence (1) retracing last said course North 12°46'13" West, 55.01 feet to the beginning of a tangent curve concave Easterly, having a radius of 954.72 feet;
thence (2) Northerly along said curve through a central angle of 5°08'25" a distance of 85.65 feet;
thence (3) North 07°37'48" West, 292.64 feet to the beginning of a tangent curve concave Westerly, having a radius of 1,330.05 feet;
thence (4) Northerly along said curve through a central angle of 4°55'53" a distance of 114.48 feet;
thence (5) North 12°33'41" West, 158.99 feet to the beginning of a tangent curve concave Easterly, having a radius of 2,654.19 feet;
thence (6) Northerly along said curve through a central angle of 0°22'29" a distance of 17.36 feet to said Easterly line of Road Survey 471 and the **POINT OF TERMINUS**.

Subject to special assessments if any, restrictions, reservations, and easements of record.

The bearings and distances used in the above descriptions are on the California Coordinate System of 1983, Zone 6. Multiply all distances in the above description by 0.9999935 to obtain ground level distances.

This legal description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature: 

John R. Berggren, L.S. 6000
License Expires 12/31/2010
Date: March 24, 2010



Exhibit C – Purchase Agreements

Subject to special assessments if any, restrictions, reservations, and easements of record.

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

WITNESS my hand and the seal of the Department of Transportation of the State of California, this _____ day of _____ 20 _____

APPROVED AS TO FORM AND PROCEDURE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ATTORNEY
DEPARTMENT OF TRANSPORTATION

Director of Transportation

By

Attorney in Fact

ACKNOWLEDGMENT

State of California
County of _____

} ss

On _____ before me, _____, personally
(Here insert name and title of the officer)
appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

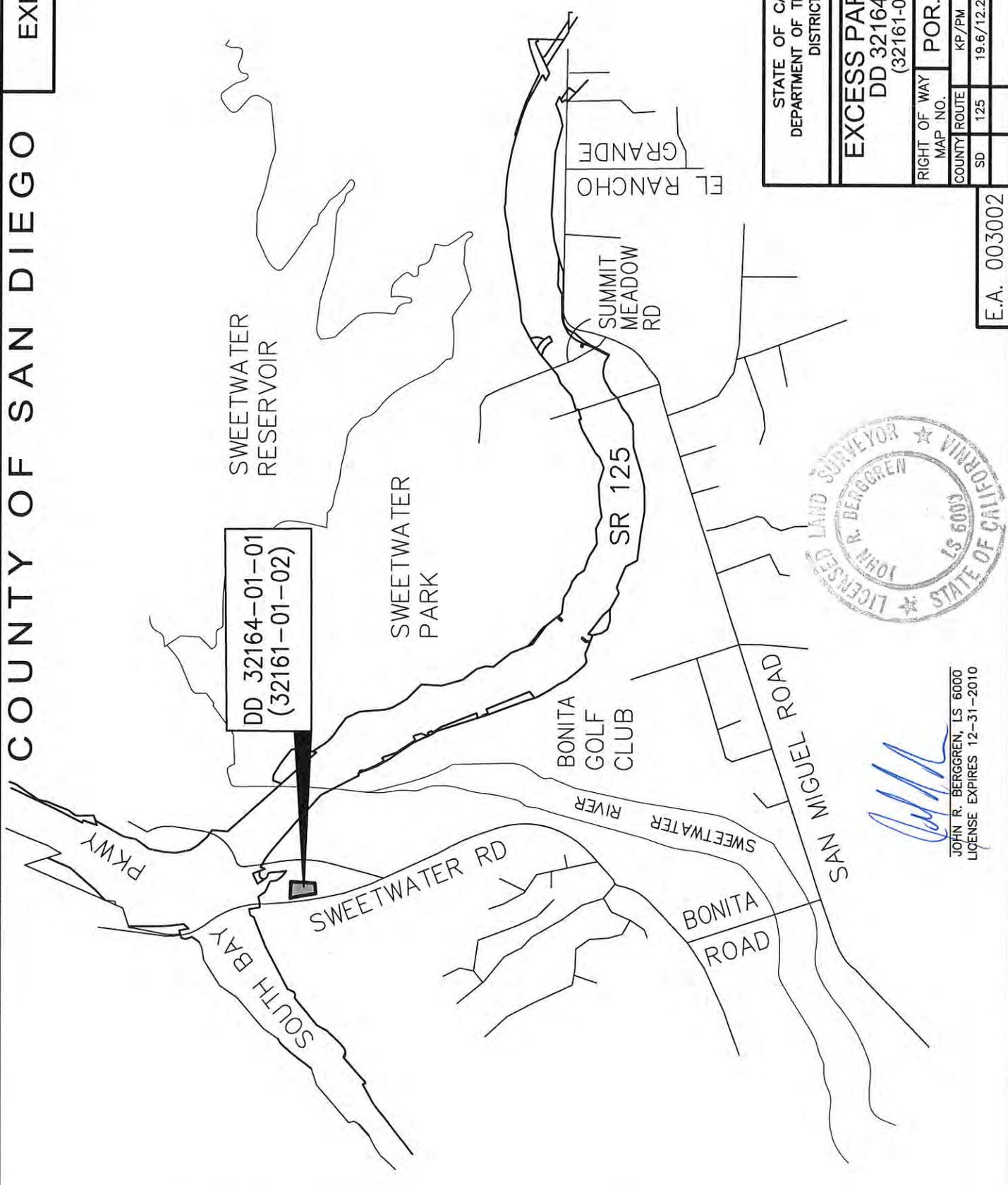
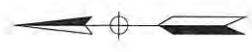
Signature _____ (Seal)

(This space reserved for CTC Certification)

Exhibit C - Purchase Agreements

COUNTY OF SAN DIEGO

EXHIBIT "B"



DD 32164-01-01
(32161-01-02)

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 11	
EXCESS PARCEL MAP DD 32164-01-01 (32161-01-02)	
RIGHT OF WAY MAP NO.	POR. CLO 52054m
COUNTY ROUTE SD 125	KP/PM 19.6/12.2
	SCALE NO SCALE
	SHEET 1 OF 2



John R. Berggren

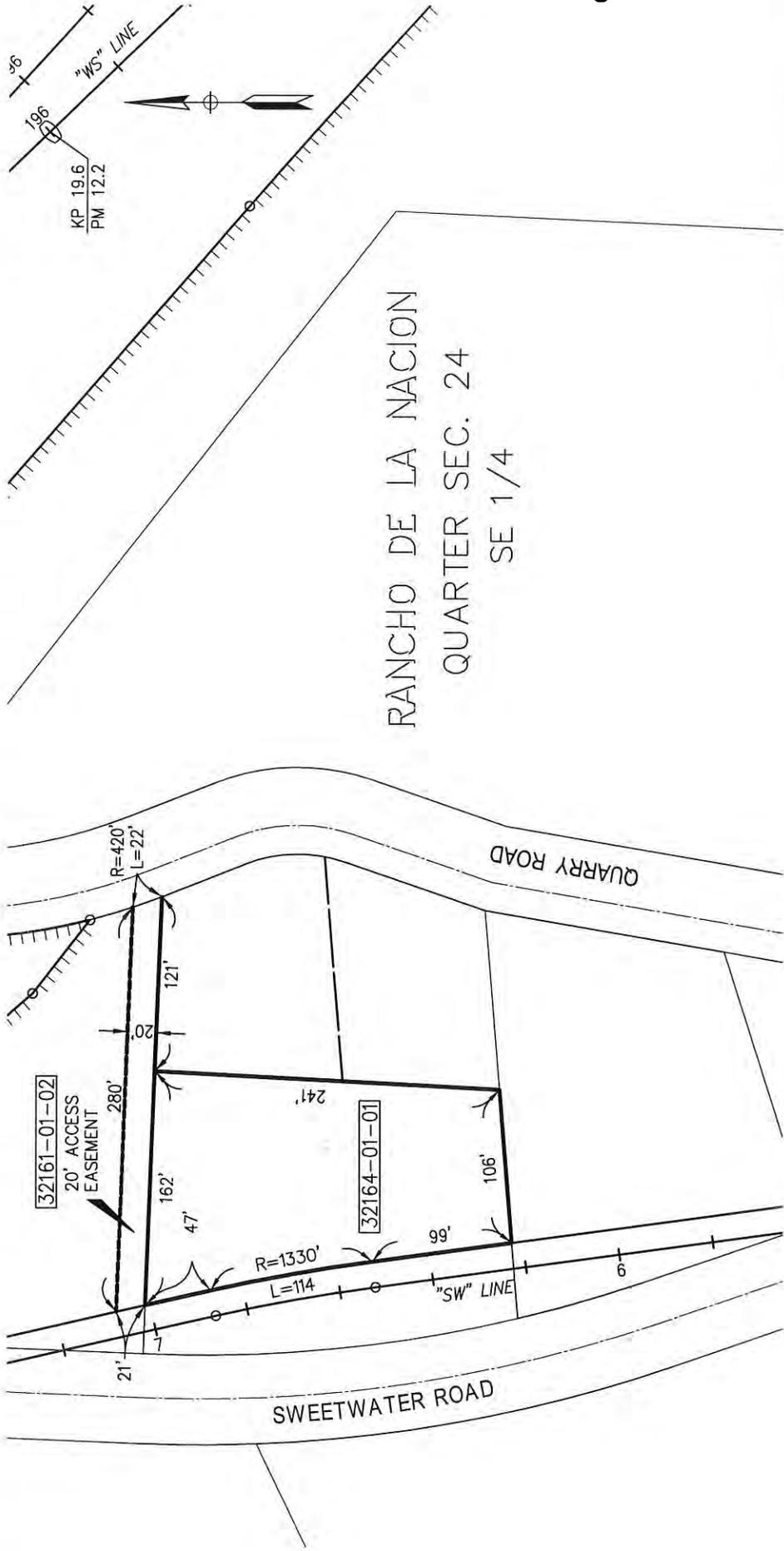
JOHN R. BERGGREN, LS 6000
LICENSE EXPIRES 12-31-2010

E.A. 003002

COUNTY OF SAN DIEGO

EXHIBIT "B"

Exhibit C - Purchase Agreements



RANCHO DE LA NACION
 QUARTER SEC. 24
 SE 1/4

AREA CALCULATIONS

32164-01-01 = 32,591 SQ FT

32161-01-02 = 5,625 SQ FT

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DISTRICT 11

EXCESS PARCEL MAP
 DD 32164-01-01
 (32161-01-02)

RIGHT OF WAY MAP NO.	POR. CLO 52054m
COUNTY ROUTE	KP/PM
SD	19.6/12.2
	SCALE
	NO SCALE
	SHEET 2 OF 2

E.A. 003002

AGENDA ITEM 9



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 7, 2015
		PROJECT:	DIV. NO.: ALL
SUBMITTED BY:	Geoff Stevens, Chief Information Officer		
APPROVED BY:	<input checked="" type="checkbox"/> German Alvarez, Assistant General Manager		
	<input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	FY15 YEAR-END REPORT FOR THE DISTRICT'S FY15-18 STRATEGIC PLAN		

GENERAL MANAGER'S RECOMMENDATION:

No recommendation. This is an informational item only.

COMMITTEE ACTION:

Please see "Attachment A".

PURPOSE:

To provide a final report on the District's FY15-18 Strategic Performance Plan for FY15.

ANALYSIS:

Phase One Completed and Successful

The District has completed the first year of the FY15-18 Strategic Plan. Overall, results for the plan are positive with both the strategic objectives and the performance measures exceeding their goals of 90% and 75%, respectively. In particular, the effort to temporarily concentrate on fewer objectives in FY15 to allow us to complete two large projects (work order and SCADA system replacement) was successful and allows us to increase our focus on more discrete levels of performance measurement using this new foundation. As requested by the Board last year, staff has added year-to-year trends for performance measures, which have appropriate data.

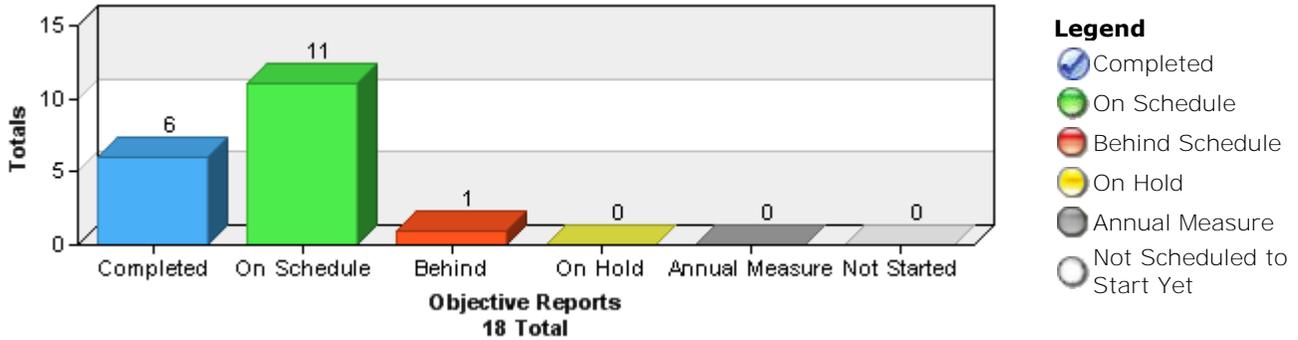
Strategic Plan Objectives - Impact of Phasing

Strategic Plan objectives are designed to ensure we are making the appropriate high-level changes necessary to move the District in the planned direction to meet new challenges and harness opportunities.

Objective results for FY15 are above target at 94% complete, ahead or on schedule. These results are an improvement from FY14 where we had an 82% average.

17/18 or 94% of Strategic Objectives Meet or Exceed Expectations

Objectives: All Departments



Almost all of the Strategic objectives in FY15 were on track. The only exception was item, 1.1.1.1, Enhancing Customer Communications Utilizing the Phone System, which was delayed because of a postponed phone system upgrade, which is now complete.

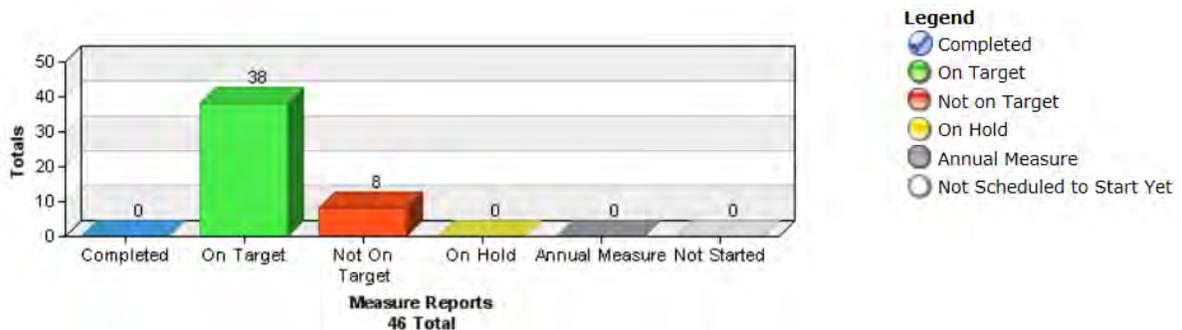
Performance Measures - Target 75%

Performance measures are designed to track the day-to-day performance of the District. These items measure the effectiveness and efficiency of daily operations. The overall goal is that at least 75% of these measures be rated "on target". FY15 Quarter 4 District results are well above target with 38 of 43 (88%) items achieving the desired level or better.

The performance measures are substantially unchanged in FY15 from the previous plan. However, in line with our FY16-18 plan, we intend to add or modify a few specific measures which document performance more accurately, specifically moving to capture and set targets for unit costing, like the actual cost to set a meter or replace a valve. We will strive, however, to keep many measures the same so that we can see the long term trends on important measures.

38/46 or 83% of Performance Measures Are On or Above Target

YTD Measures: All Departments



Items Not On Target

5.4.521	Tank Inspection and Cleaning
1.4.104	Health & Safety Severity Rate (QualServe)
5.2.503	Planned Recycled Water Maintenance Ratio in \$
5.3.519	Emergency Facility Testing
5.3.512	Water Distribution System Integrity (QualServe)
2.2.200	CIP Project Expenditures vs. Budget
5.3.513	Planned Water Service Disruption Rate (QualServe)
5.1.500	Unplanned Disruptions (QualServe)

QualServe Benchmarking Perspective

The District participates in a benchmarking program developed by AWWA. We utilize 16 measures designed by QualServe. Of the 16, we are on target for 12 of 16 or 75%. The four items not on target are: Unplanned Disruptions, Planned Water Service Disruption Rate, Water Distribution System Integrity, and Health & Safety Severity. This result is somewhat lower than our performance in 2014, in part because we planned more outages in FY15 and also experienced more pipe breaks during the first 2 quarters of FY15 than FY14 (94 vs 66).

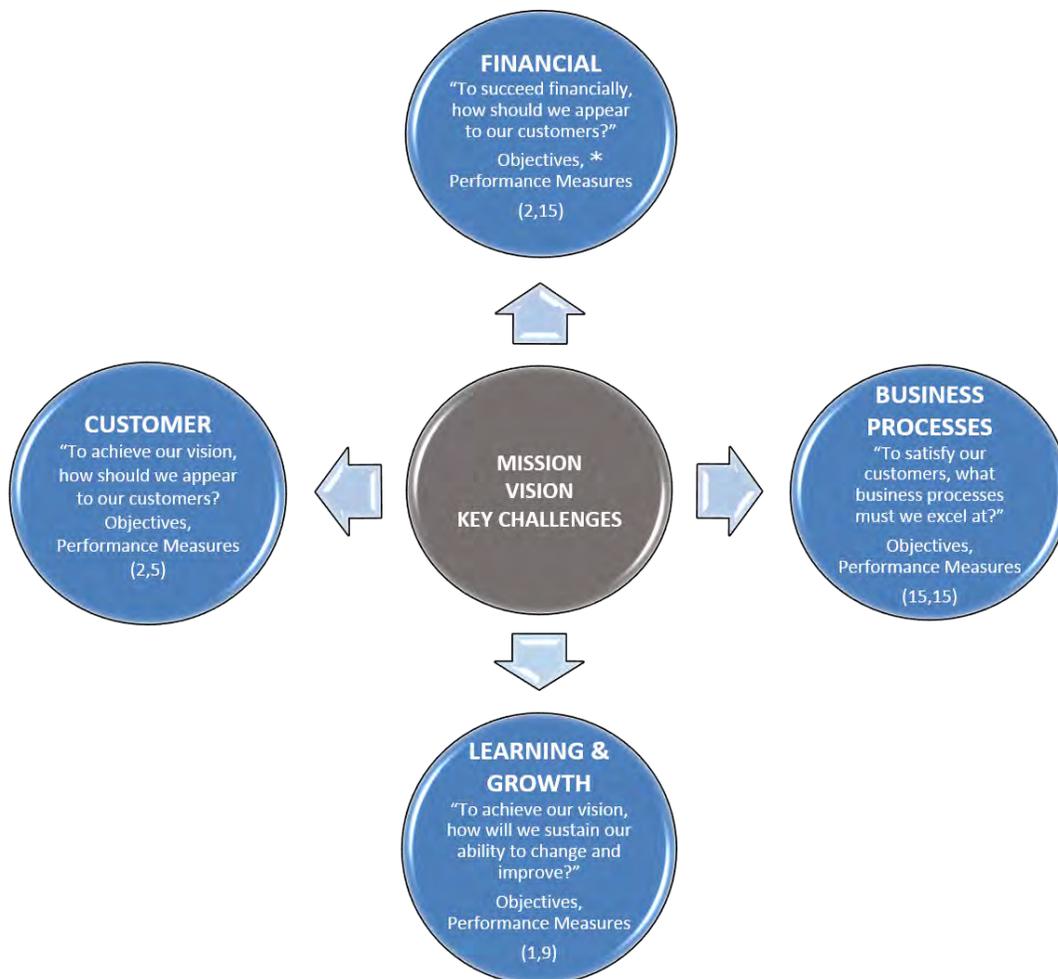
	Measure*	Target	Result	Target Met
Sewer Ops	Collection System Integrity (QualServe)	3.5	0	Yes
Sewer Ops	Direct Cost of Treatment per MGD (QualServe)	1050	785.11	Yes
Sewer Ops	O&M Cost per MG Processed of Wastewater (QualServe)	1925	1150.13	Yes
Sewer Ops	Sewer Overflow Rate (QualServe)	0	0	Yes
Sewer Ops	Planned Wastewater Maintenance Ratio in \$ (QualServe)	77.00	91.62	Yes
Customer Relations	Unplanned Disruptions (QualServe)	.7	2.0	No
Customer Relations	Technical Quality Complaint (QualServe)	9	3.69	Yes
Customer Relations	Billing Accuracy (QualServe)	99.8	99.81	Yes
Customer Relations	Planned Water Service Disruption Rate (QualServe)	2.5	3.45	No
Water Ops	Distribution System Loss (QualServe)	5%	2.5	Yes
Water Ops	Potable Water Compliance Rate (QualServe)	100%	100	Yes
Water Ops	O&M Cost per Account (QualServe)	512	511	Yes
Water Ops	Water Distribution System Integrity (QualServe)	16	17.13	No
Water Ops	Planned Potable Water Maintenance Ratio in \$ (QualServe)	66%	66	Yes
Business Ops	Debt Coverage Ratio (QualServe)	148.6	195	Yes
Org Dev	Health & Safety Severity Rate (QualServe)	30	60.8	No

*Items in red are below target

Annual Review of Composition of Balanced Scorecard Objectives and Measures

The Balanced Scorecard continues to be used as a core methodology for the District's Strategic Plan and is widely adopted by businesses internationally. The Scorecard itself was developed by Kaplan and Norton and published in 1992 in the Harvard Business Review. The model has evolved over time with minor modification. In brief, the Balanced Scorecard urges that goals and measures be developed in four basic areas, customer, finance, business process, and learning and growth. One addition to update the model was the inclusion of a "key challenge" to provide better focus across multiple areas and goals. We do have goals and measures in each category and our plan is heavily weighted in the area of business process improvement and to some extent finance. Also, our key challenge states that we are determined to measure and document our progress towards utilizing cost based metrics where possible. Given that many of our strategies call for business process change and improvement with a focus on reducing costs it makes sense that this area of the scorecard is most heavily populated.

Balanced Scorecard Model*



*Number in parenthesis equal to # of goals and measures in each category

Customer

Goals

Enhance Communications with Customers using our new phone system

Regularly produce and evaluate communications tools and explore the effective use of new media options including: electronic newsletters, auto-dialer services, video streaming, social networks, or web media to ensure the District's outreach efforts are cost-effectively reaching all stakeholders

Measures

Customer Satisfaction

Answer Rate

Customer Satisfaction with website
Unplanned Disruptions (QualServe)

Technical Quality Complaint (QualServe)

Financial

Goals

Improve financial planning and communication regarding the expenditure of District Funds

Implement an internal audit program for the District with the purpose of ensuring adequate controls are in place to safeguard the property of the District

Measures

CIP Project Expenditures vs. Budget

Construction Change Order Incidence (without allowances)

O&M Cost per Account (QualServe)

Billing Accuracy (QualServe)

Overtime Percentage

Sewer Rate Ranking

Water Rate Ranking

Debt Coverage Ratio (QualServe)
Reserve Level

Planned Potable Water Maintenance Ratio in \$ (QualServe)

Planned Recycled Water Maintenance Ratio in \$

Planned Wastewater Maintenance Ratio in \$ (QualServe)

Direct Cost of Treatment per MGD (QualServe)

O&M Cost per MG Processed of Wastewater (QualServe)

Leak Detection Program

Business Processes

Goals

Evaluate and enhance the District's water conservation programs and services

Re-negotiate the SBWRP recycled water supply agreement with City of San Diego

Evaluate and provide recommendations to the City of San Diego Pure Water Program

Update Water Facilities Master Plan

Evaluate options to efficiently manage and operate a sewer system in the Jamacha Basin with San Diego County Sanitation

Implement GIS centric data structures, tools, and mechanisms for asset management

Enhance security processes and planning

Improve and streamline meter related processes

Implement GIS-centric work order system

Evaluate opportunities to combine or transfer similar work functions

Replace SCADA software system

Improve the operating cost and efficiency of data center and network services

Streamline Finance business processes

Develop asset management criticality and condition assessment for District facilities

Implement wireless radio and data network for SCADA & Field operations

Measures

Mark-out Accuracy

Project Closeout Time

Distribution System Loss (QualServe)

Network Availability

Percent of PMs completed-Fleet Maintenance

Percentage of PMs completed-Reclamation Plant

Percentage of PMs completed-Pump/Electric Section

System Valve Exercising Program

Water Distribution System Integrity (QualServe)

Planned Water Service Disruption Rate (QualServe)

Potable Water Compliance Rate (QualServe)

Collection System Integrity (QualServe)

Recycled Water System Integrity

Emergency Facility Testing

Critical Valve Exercising

Learning & Growth

Goals

Finalize negotiations of a successor Memorandum of Understanding for represented employees and implement related compensation and benefits for unrepresented employees and implement updates to policies and MOU

Measures

Health & Safety Severity Rate (QualServe)

Employee Turnover Rate

Training Hours per Employee

Safety Training Program

Website Visits

Tank Inspection and Cleaning

Main Flushing and Fire Hydrant Maintenance

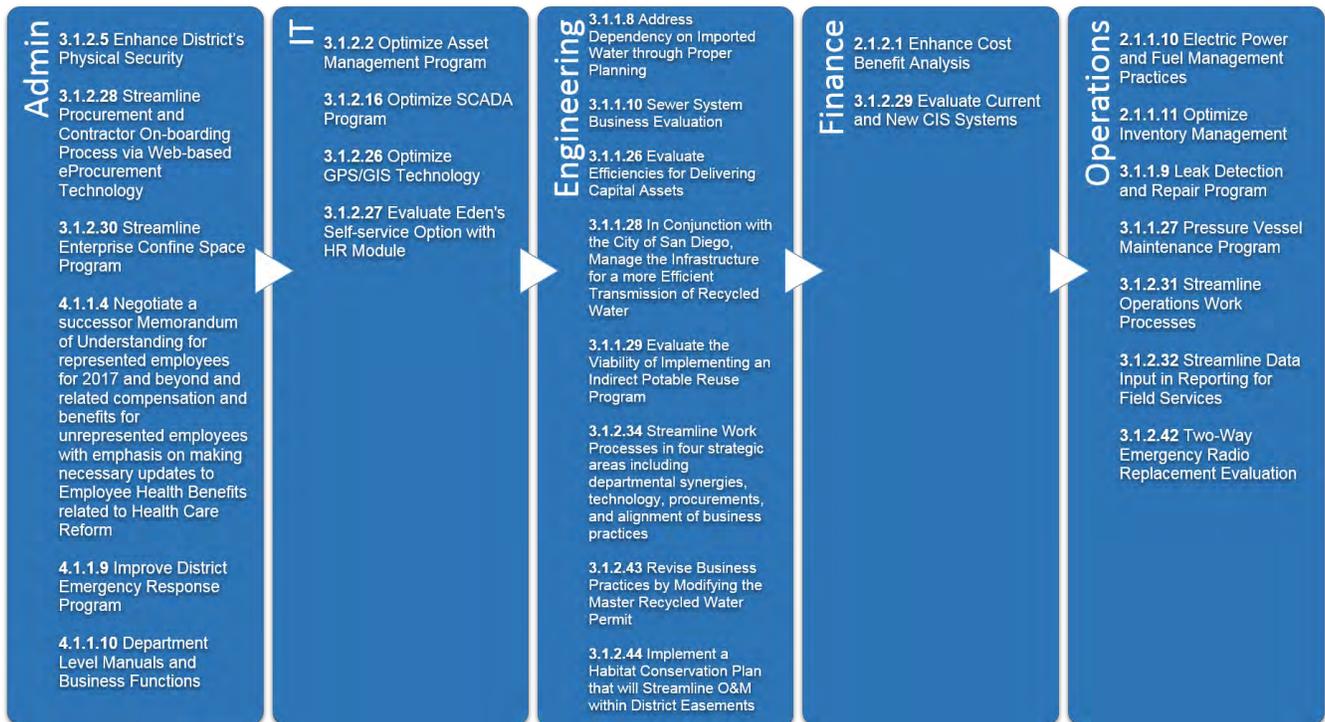
Annual Recycled Water Site Inspections

Recycled Water Shutdown Testing

Next Steps - FY16-18

The completion of Phase 1 of the FY15-18 Strategic Plan was a significant accomplishment but the value in having a phased approach is that the first steps prepare you for success in the latter phases. In this case, staff restricted the number of objectives in Phase 1 (reduced from 38 in FY14 to 20 in FY15) to specifically allow us to focus on these major projects. That being accomplished, the plan approved by the Board in May calls for the following new objectives to be added to the strategic commitments to be completed over the next **three** years. Keep in mind that these items are all budgeted and planned for and have been in the Board-approved plan since July 1 of this year. They are highlighted here to emphasize that there is a full commitment by staff to improve business processes and find efficiencies as well as finding ways to measure our progress.

Additional Phase II Strategic Objectives



Future Improvements in Measurement

Measurement of continuous improvement is essential to demonstrate the efficiency gains achieved by the District and is the **key challenge** in our plan. To that end, using updated information systems and enhanced or more precise measurement strategies will allow us to assemble baseline performance data during FY17. Once we are comfortable the data is useful and accurate, we will start to set performance targets in FY18. Our intent is to carefully measure District performance in areas such as cost-per-unit of work or overall asset management capabilities.

This work will require considerable management effort so that we are very clear that the targets we set will be useful in achieving our overall goals. The Board will receive an update on our progress in measurement as part of the FY17 update to the Strategic Plan that will be submitted as part of the FY17 Budget in May of next year.

Committee Reports - Slideshow

The Strategic Plan results are presented to both the Finance and Administrative Committee and the Engineering and Operations Committee with a specific focus on the most relevant information for each Committee.

Strategic Plan is available on the Board VPN

All of the Strategic Plan results and associated details are provided in a real time, interactive web-based application available to the Board on the Board VPN. The District Secretary can facilitate any password or access issues.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

Informational item only; no fiscal impact.

STRATEGIC GOAL:

Strategic Plan and Performance Measure reporting is a critical element in providing performance reporting to the Board and staff.

LEGAL IMPACT:

None.

ATTACHMENTS:

Attachment A - Committee Action Report
Attachment B - FY2015 Year-End Results



ATTACHMENT A

SUBJECT/PROJECT:	FY15 YEAR-END REPORT FOR THE DISTRICT'S FY15-18 STRATEGIC PLAN
-------------------------	----------------------------------------------------------------

COMMITTEE ACTION:

The Finance, Administration, and Communications Committee reviewed this item at a meeting held on September 23, 2015. The Committee supports presentation to the full Board for their consideration.

NOTE:

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

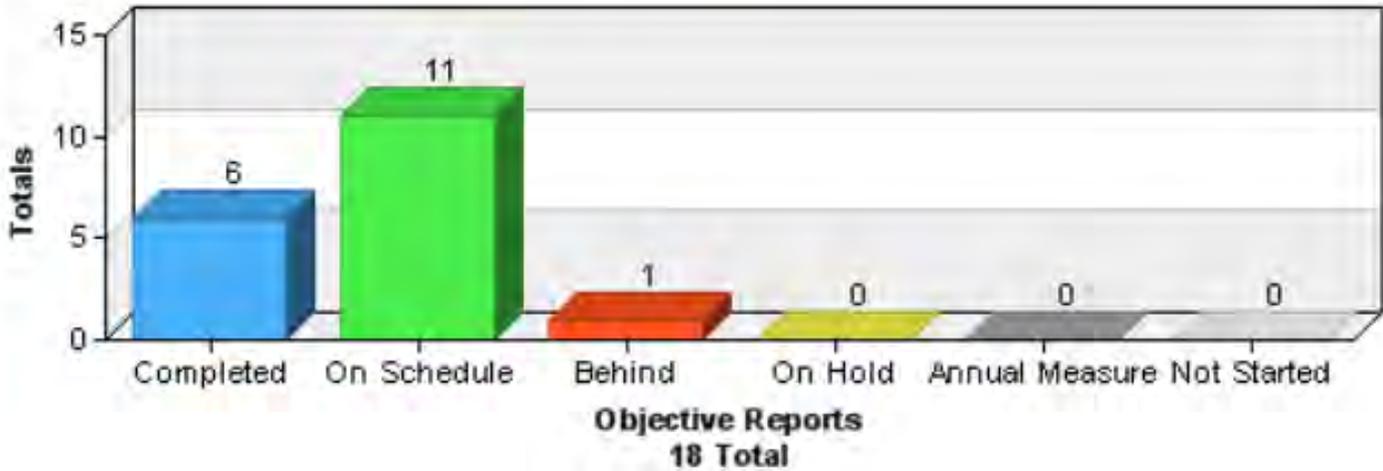
Strategic Plan

FY 2015 Year End Results



94% of Objectives Are on Schedule or Completed

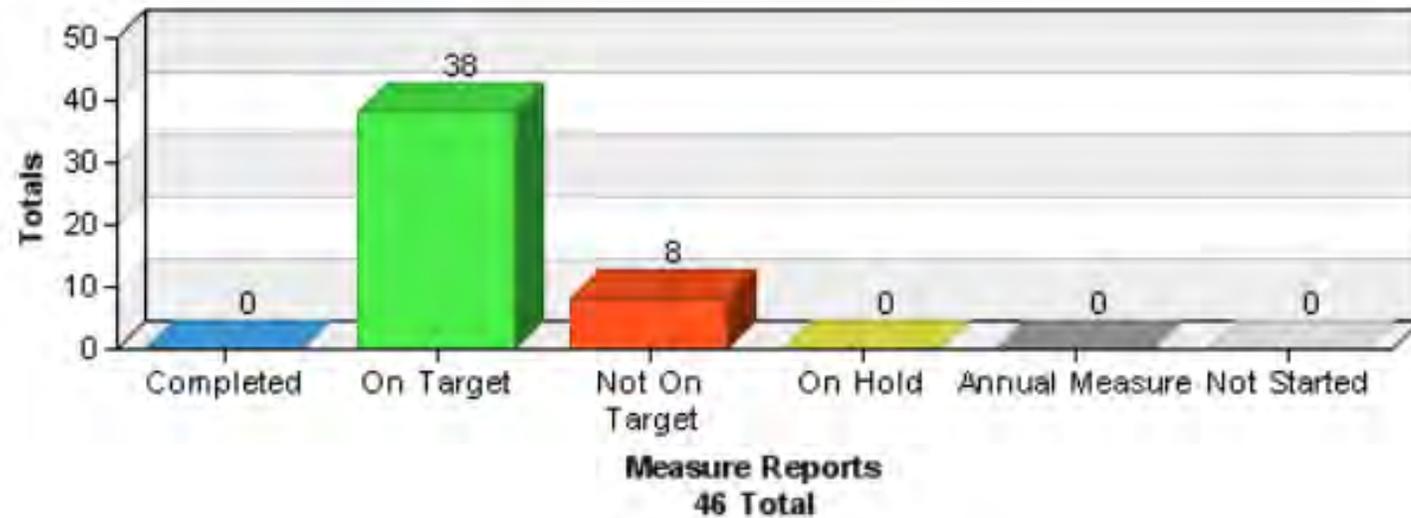
Objectives: All Departments



- Legend**
- Completed
 - On Schedule
 - Behind Schedule
 - On Hold
 - Annual Measure
 - Not Scheduled to Start Yet

83% of Performance Measures Meet Targets

YTD Measures: All Departments



Legend

- Completed
- On Target
- Not on Target
- On Hold
- Annual Measure
- Not Scheduled to Start Yet

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PERFORMANCE MEASURES

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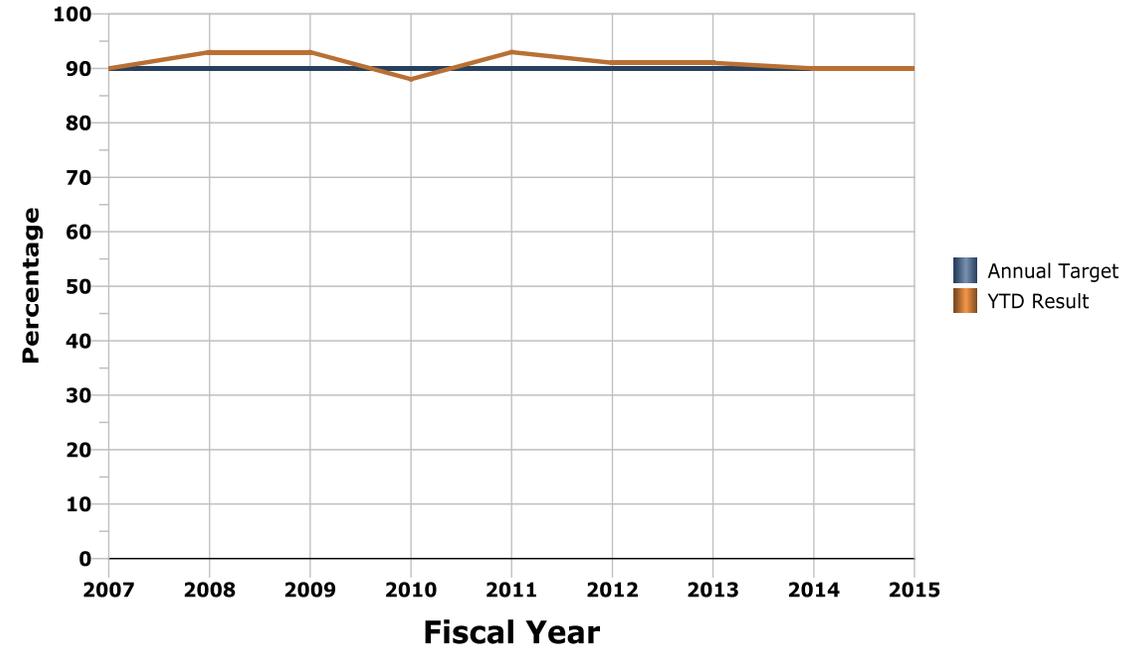
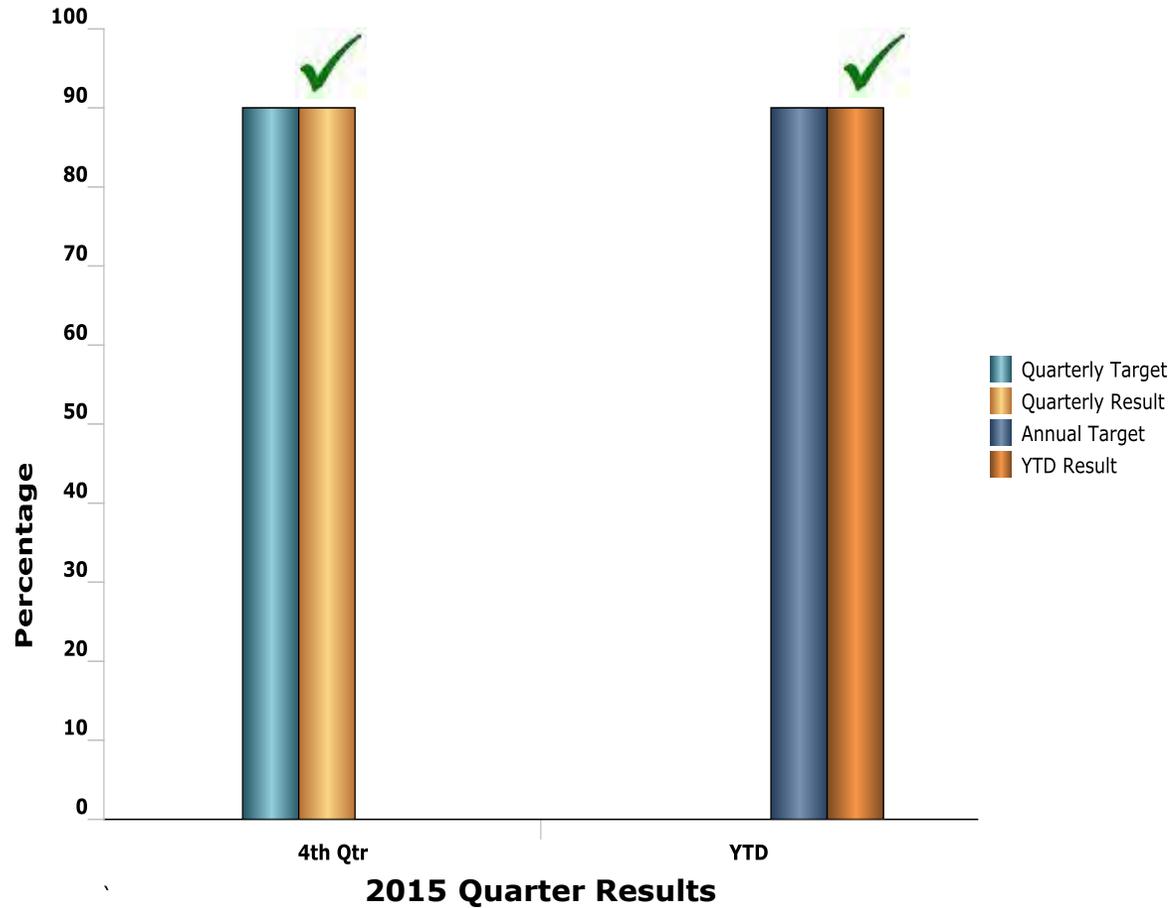
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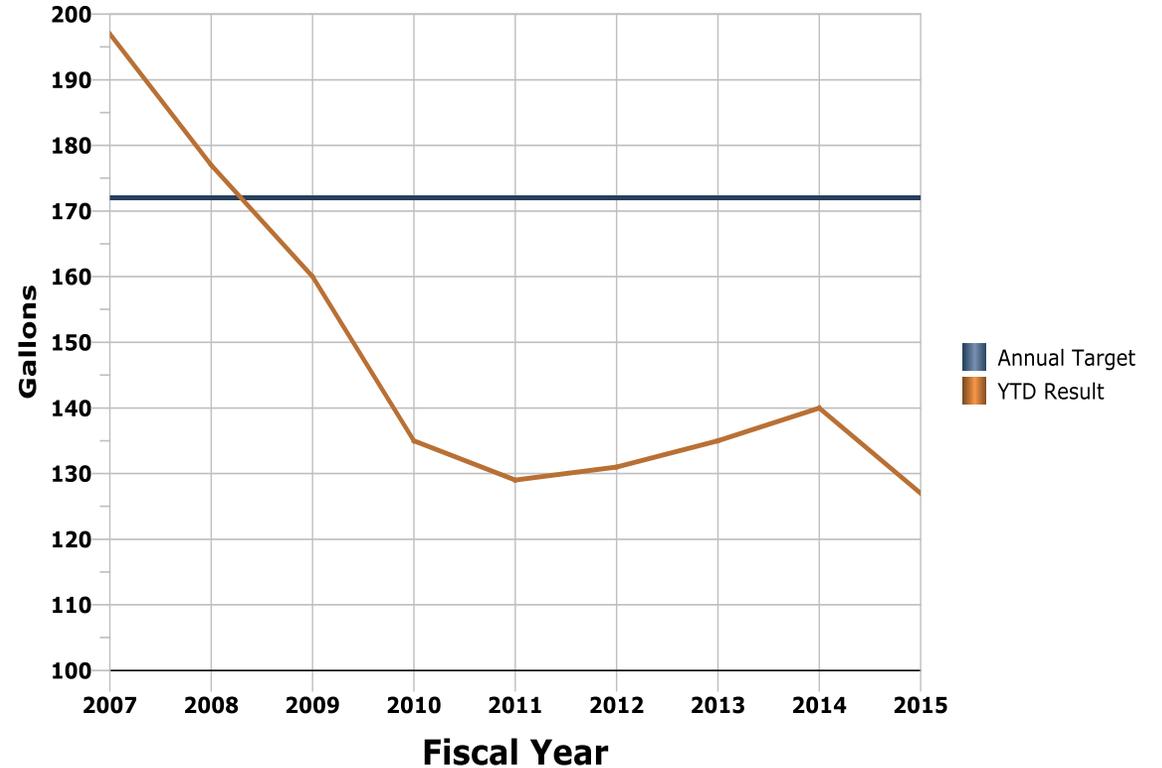
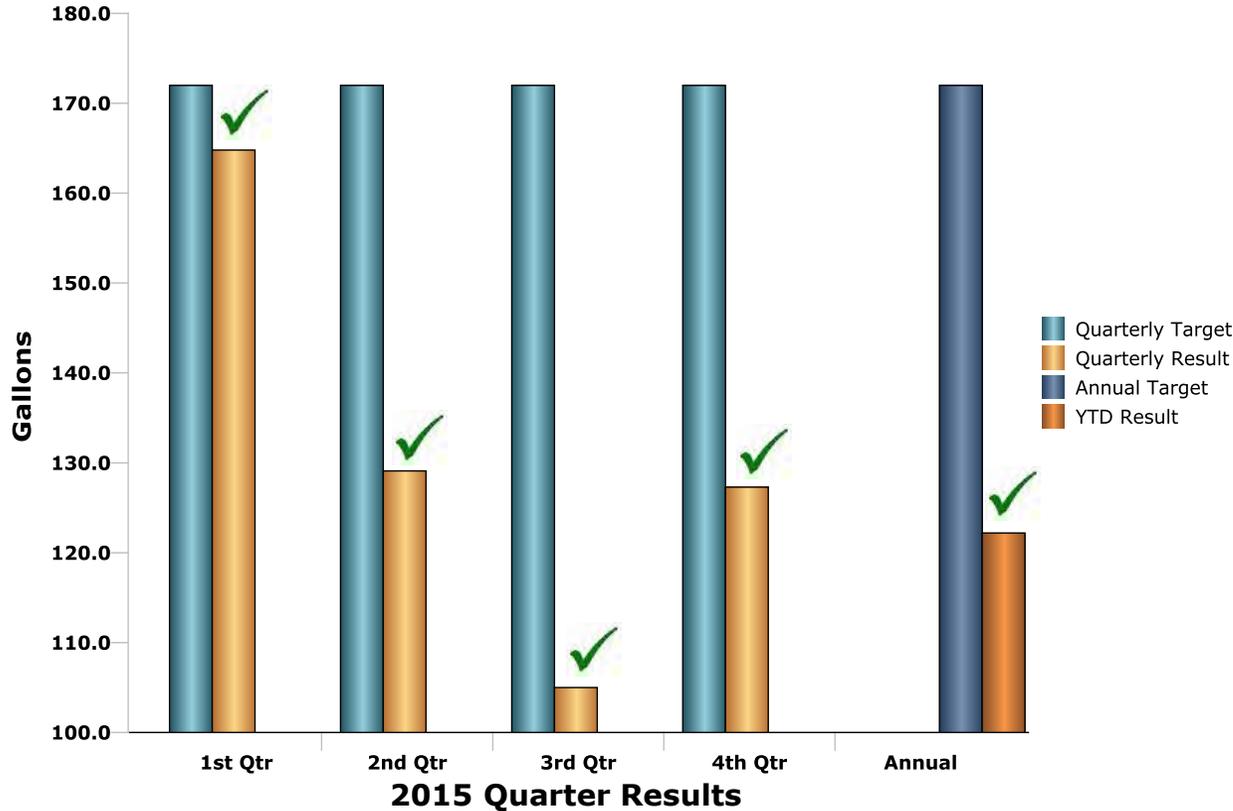
Customer Satisfaction 1.1.100



Measure 1.1.100, Customer Satisfaction, is an annual survey that is reported in the fourth quarter and represents the results for the given fiscal year.

(Qtr and YTD Measurement Method: %Positive/ %Surveyed)

Gallons Per Capita Per Day 1.3.104

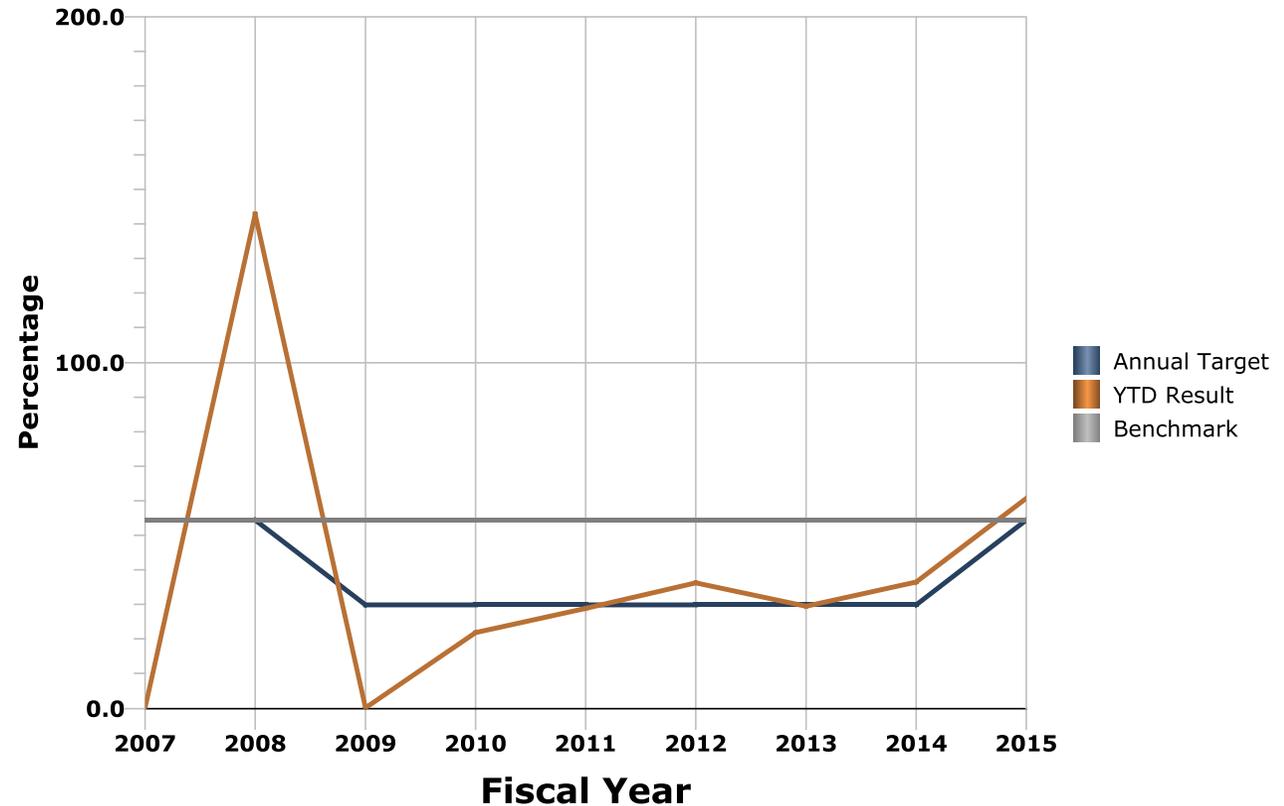
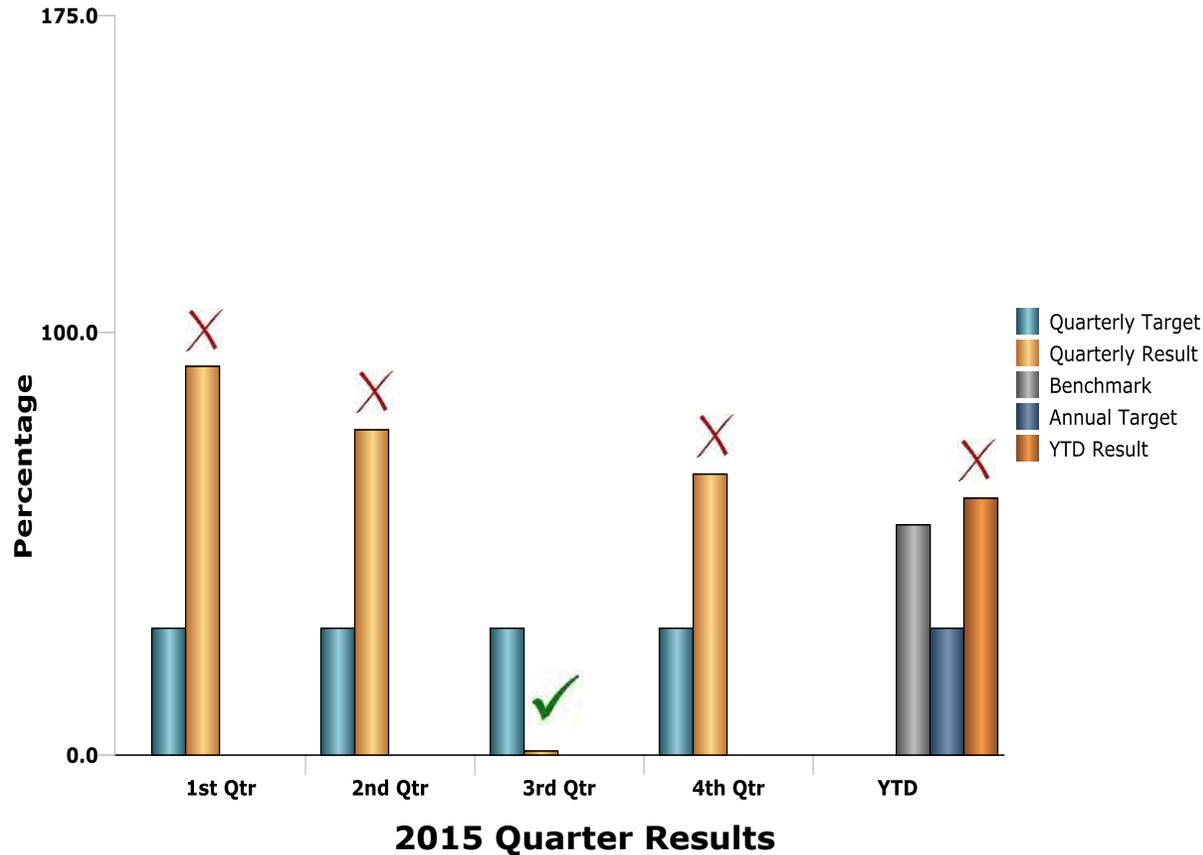


Measure 1.3.103, Gallons Per Capita Per Day, aims to be below 172 Gallons Per Day

(Qtr Measurement Method: Total potable water purchased/ Population (from SANDAG)/ # of days through the end of that quarter

YTD Measurement Method: Total annual potable water purchased/ Annual population (from SANDAG)/ # of days through the end of that quarter

Health & Safety Severity Rate (QualServe) 1.4.104

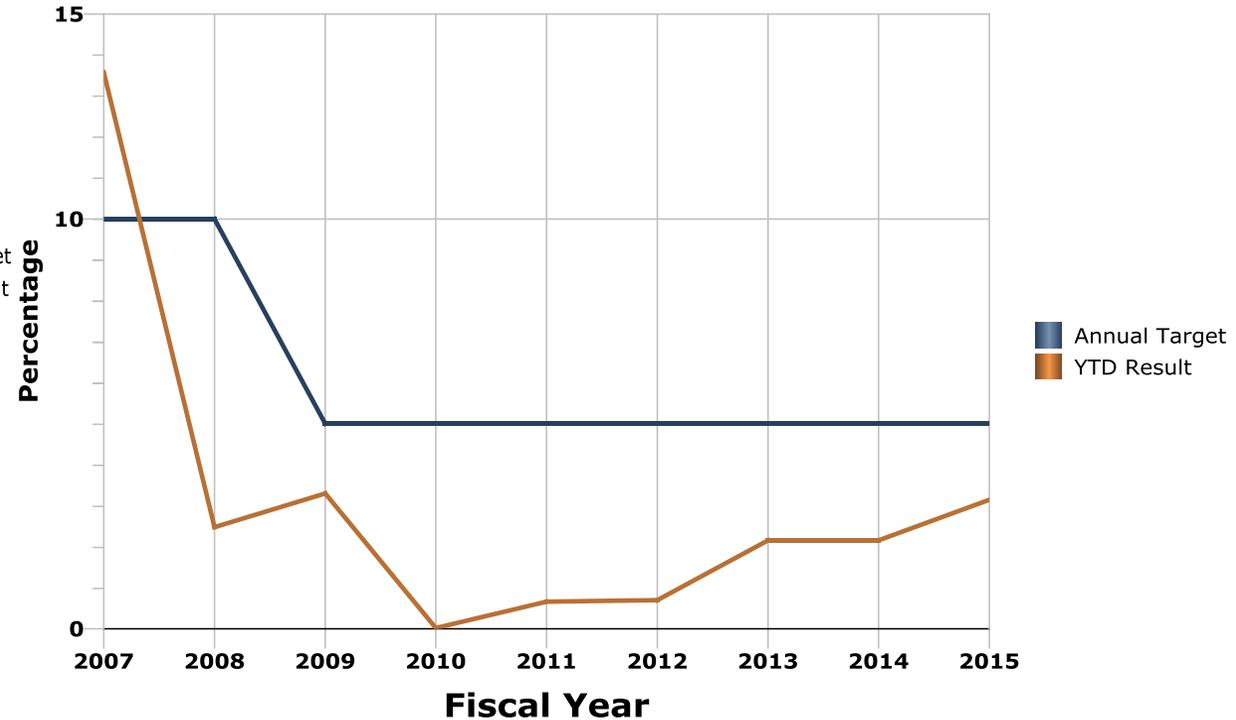
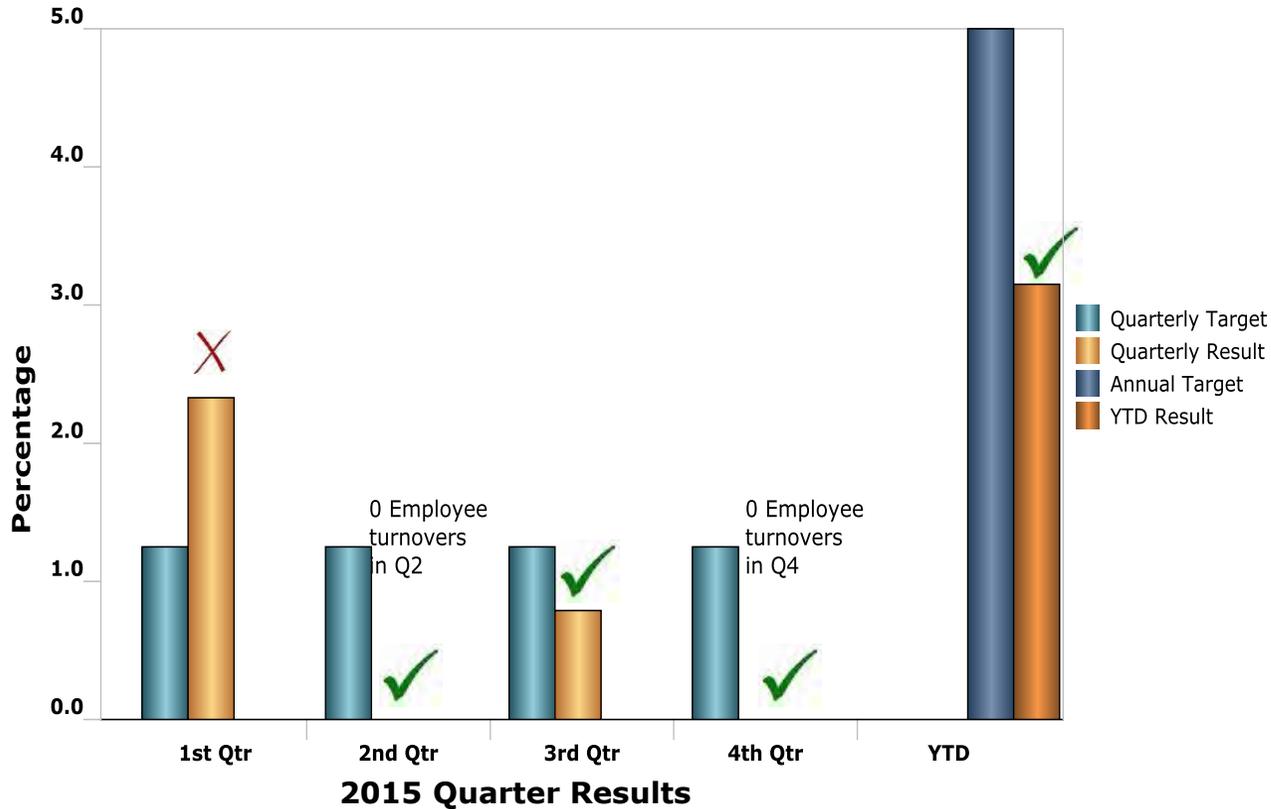


Measure 1.4.104, Health & Safety Severity Rate, aims to be below all set targets in order to have no more than 30% severity rate per quarter in a single year.

(Qtr Measurement Method: # of lost days/# of injuries resulting in lost time

YTD Measurement Method: # of lost days YTD/# of injuries resulting in lost time YTD)

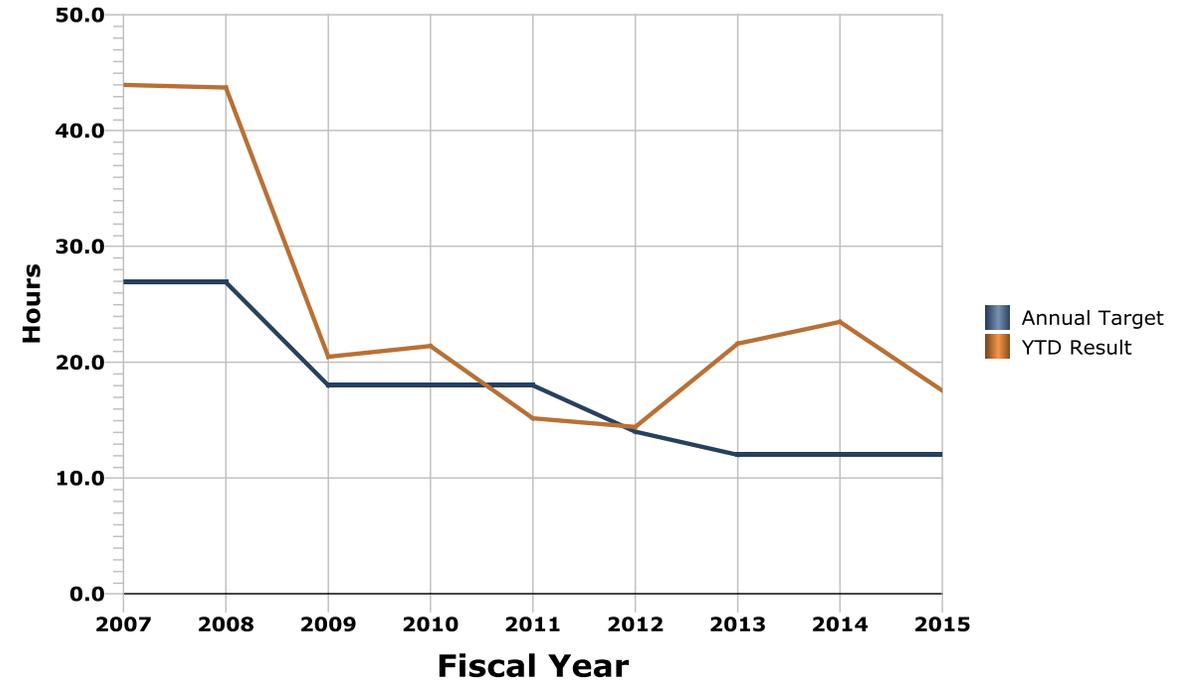
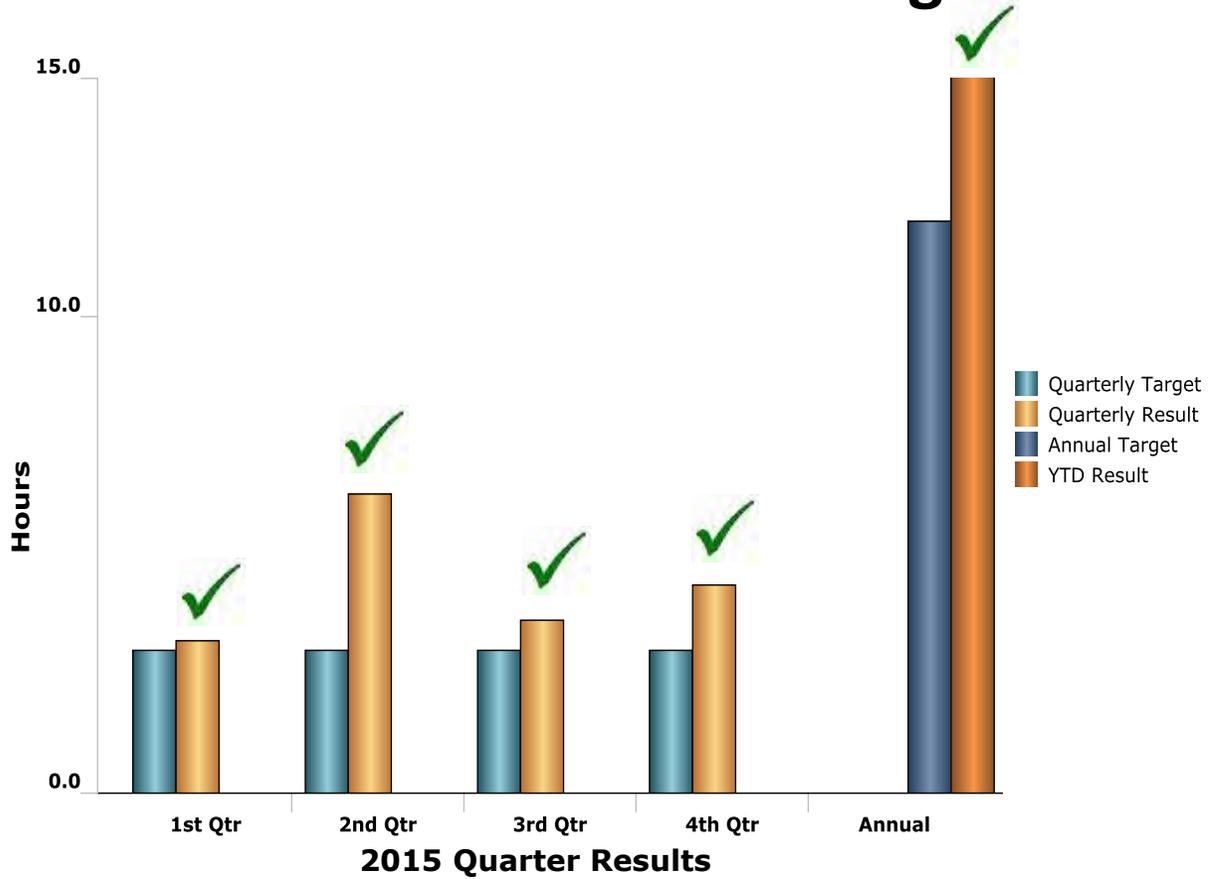
Employee Turnover Rate 1.4.105



Measure 1.4.105, Turnover Rate, aims to be below all set targets in order to have less than 5% turnover in a single year.

(Qtr Measurement Method: # of voluntary terminations/ Average # of employees
 YTD Measurement Method: YTD # of voluntary terminations/ Average # of employees)

Training Hours Per Employee 1.4.106

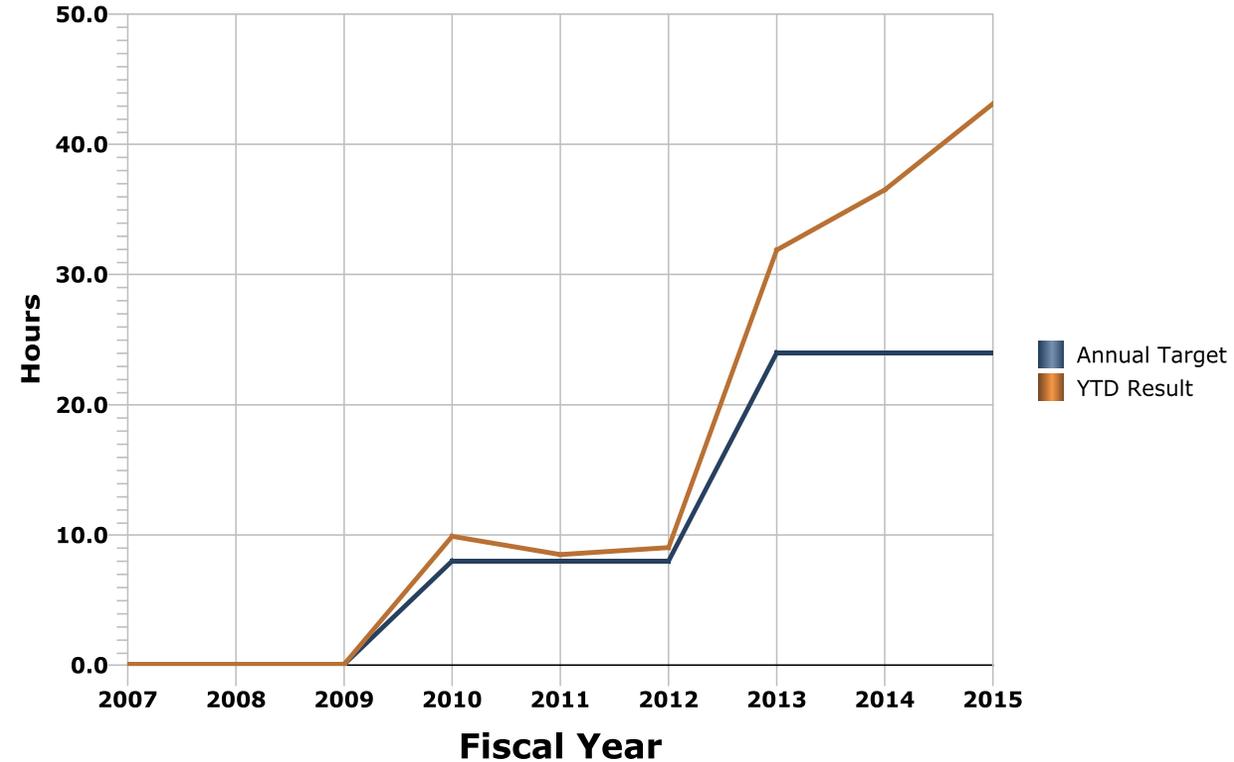
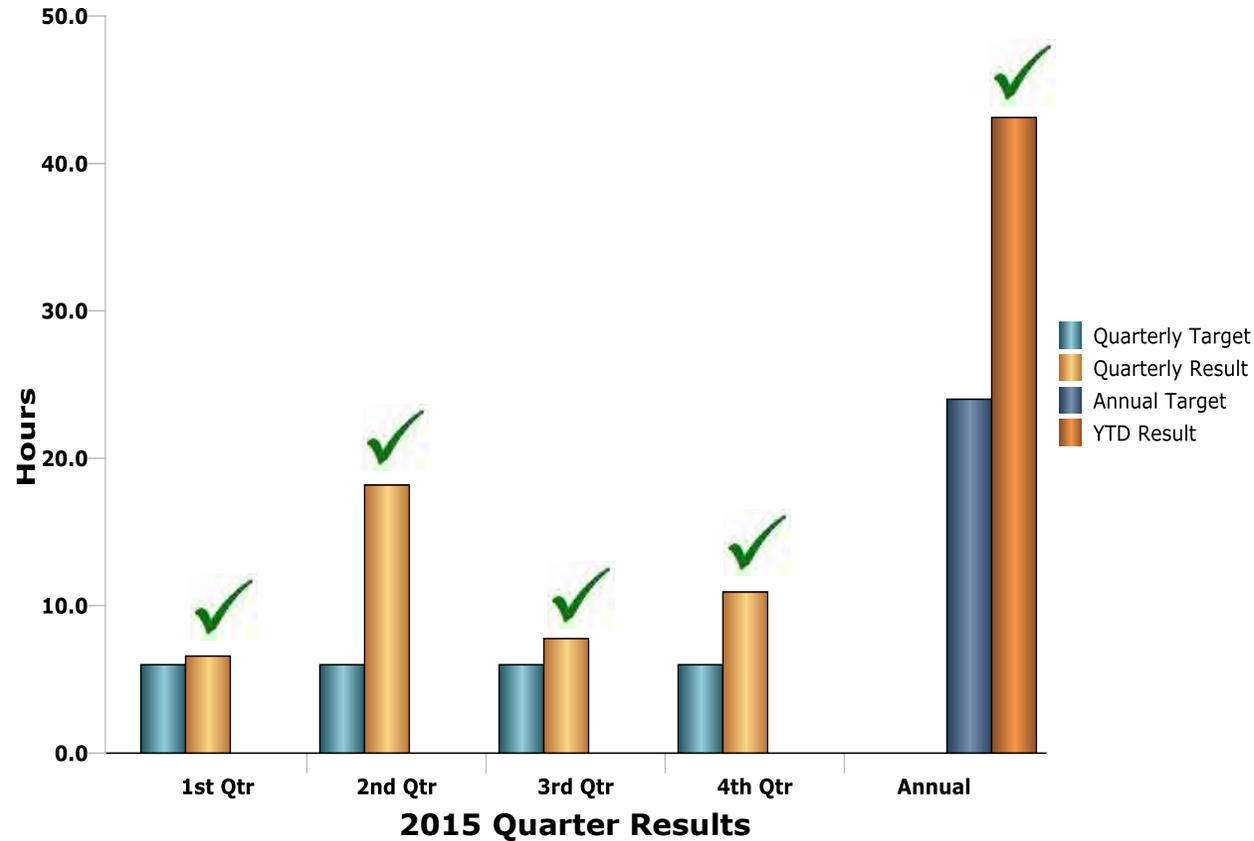


Measure 1.4.106, Training Hours per Employee, aims to be above all set targets in order to have more than 12 hours of general formal training per employee in a single year (excludes safety training).

(Qtr Measurement Method: Total qualified training hours for all employees/Average # of FTEs)

YTD Measurement Method: YTD Total qualified training hours for all employees/Average # of FTEs)

Safety Training Program 1.4.107

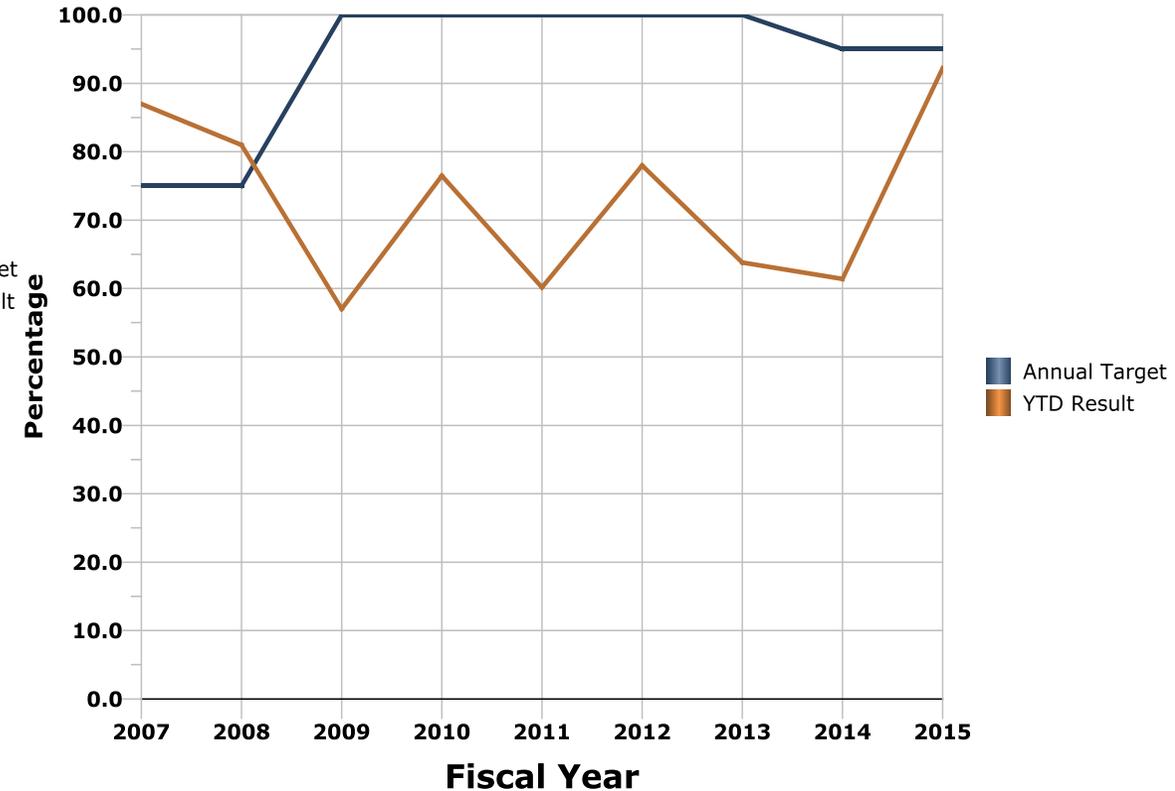
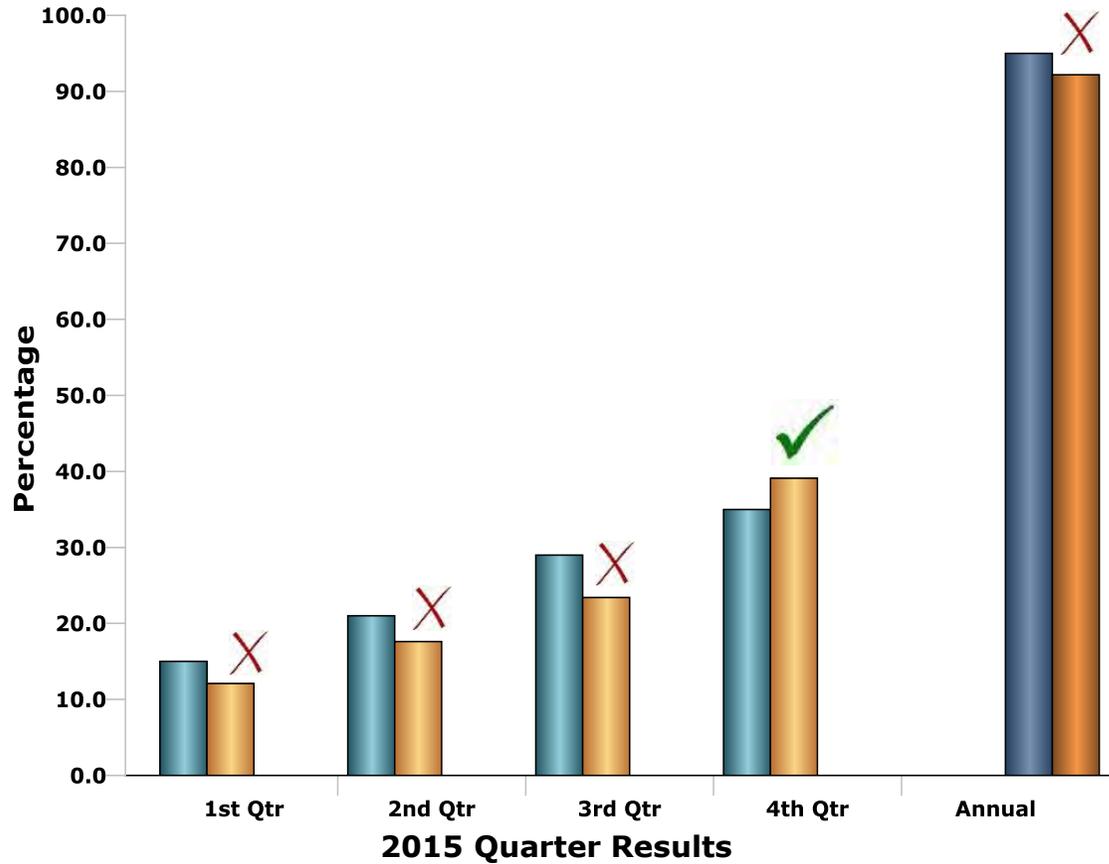


Measure 1.4.107, Safety Training Program, aims to be above all set targets in order to have more than 24 hours of training per employee in a single year.

(Qtr Measurement Method: # of safety training hours for the quarter/# of field employees)

YTD Measurement Method: YTD Total qualified safety training hours for field employees/Average # of field employees)

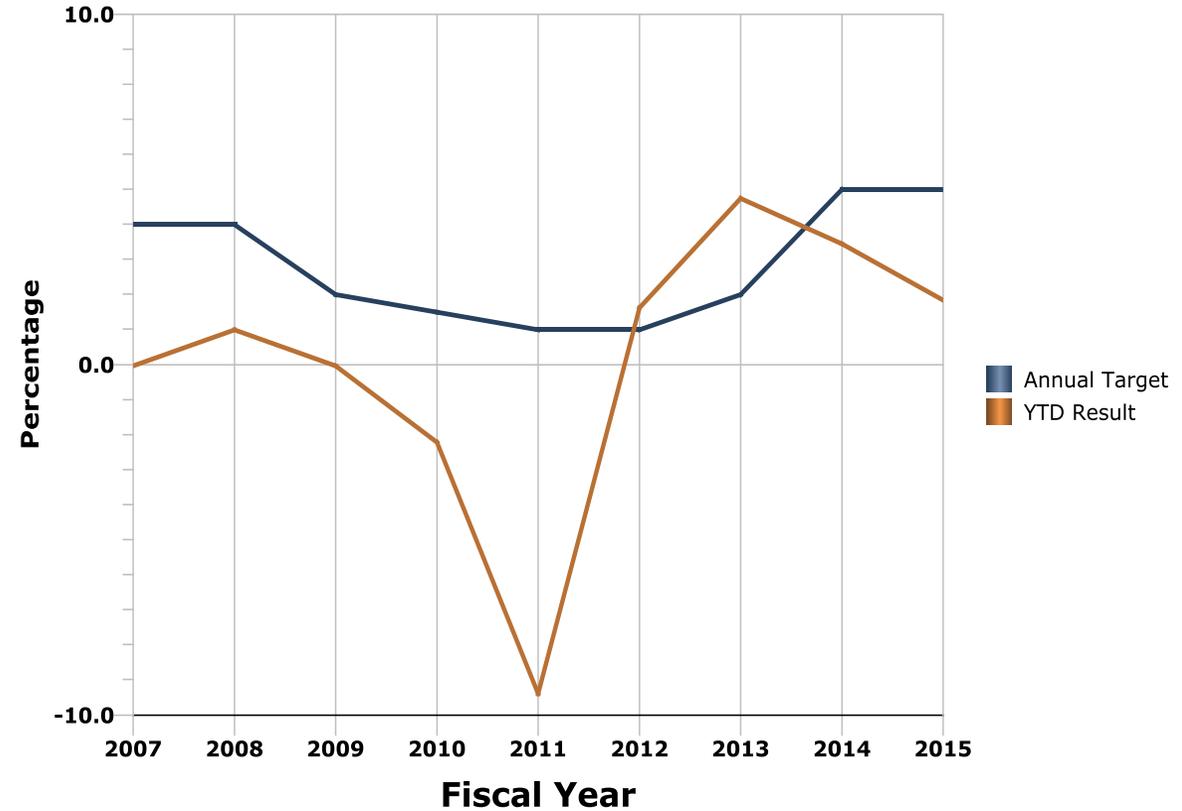
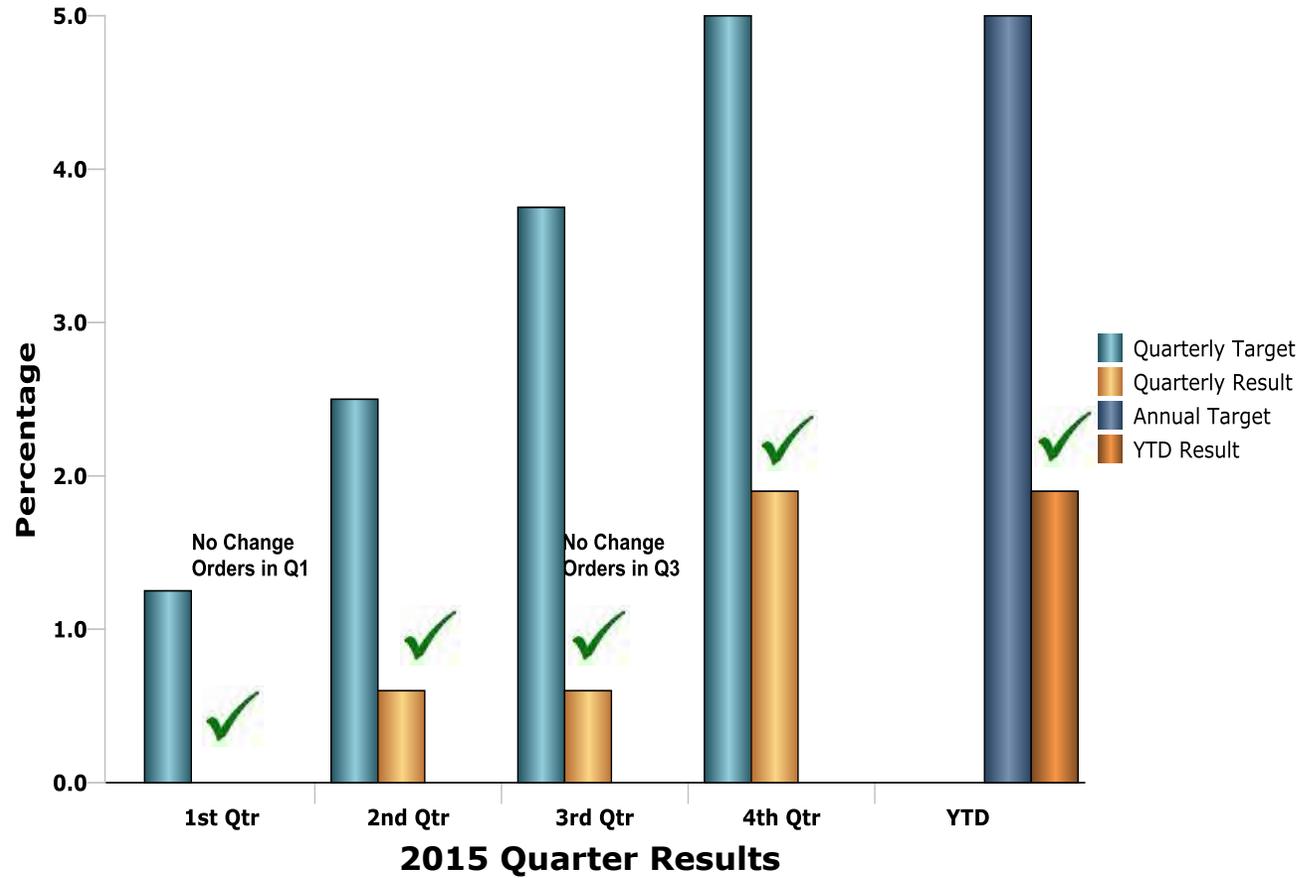
CIP Project Expenditure vs. Budget 2.2.200



Measure 2.2.200, CIP Project Expenditure vs. Budget, aims to be 95% of budget but is not to exceed 100%. Being significantly below target also gives the measure a “not on target” status.

(Qtr Measurement Method: Actual quarterly expenditures/ Annual budget
 YTD Measurement Method: YTD expenditures/ Annual budget)

Construction Change Order Incidence (w/o allowances) 2.2.201

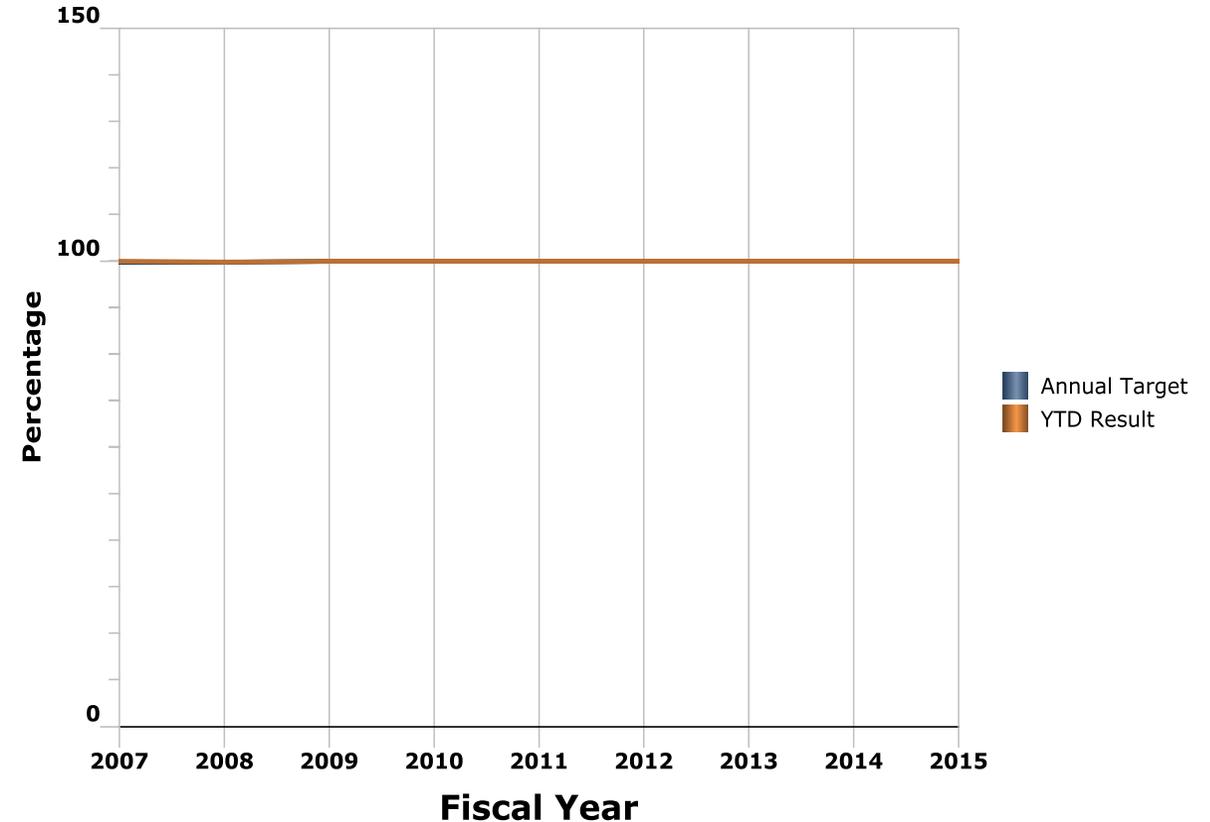
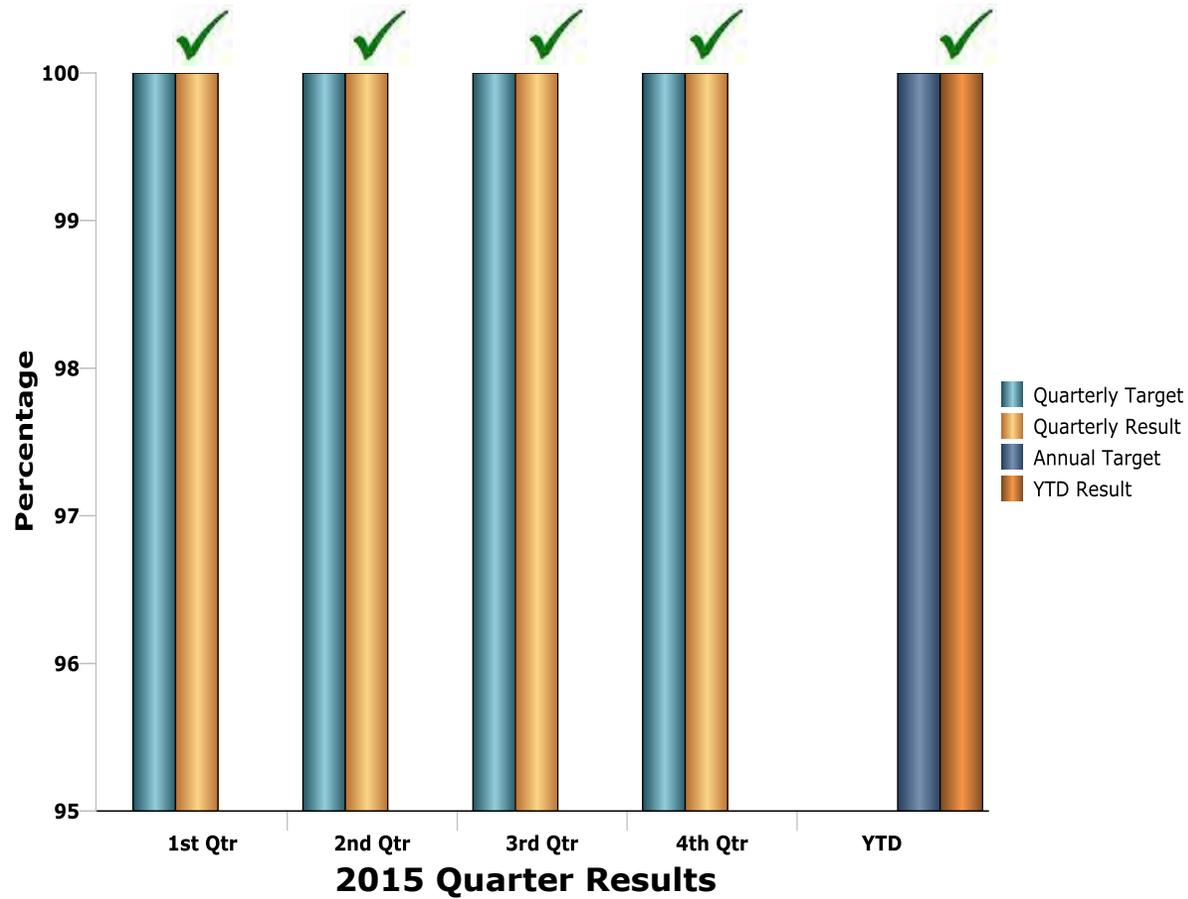


Measure 2.2.201, Construction Change Order Incidence, aims to be below all set targets in order to have no more than 5 % in one year.

(Qtr Measurement Method: Total cost of Change Orders (not including allowances)/ Total original construction contract amount (not including allowances))

YTD Measurement Method: YTD total cost of Change Orders (not including allowances)/ YTD total original construction contract amount (not including allowances))

Mark Out Accuracy 2.3.202

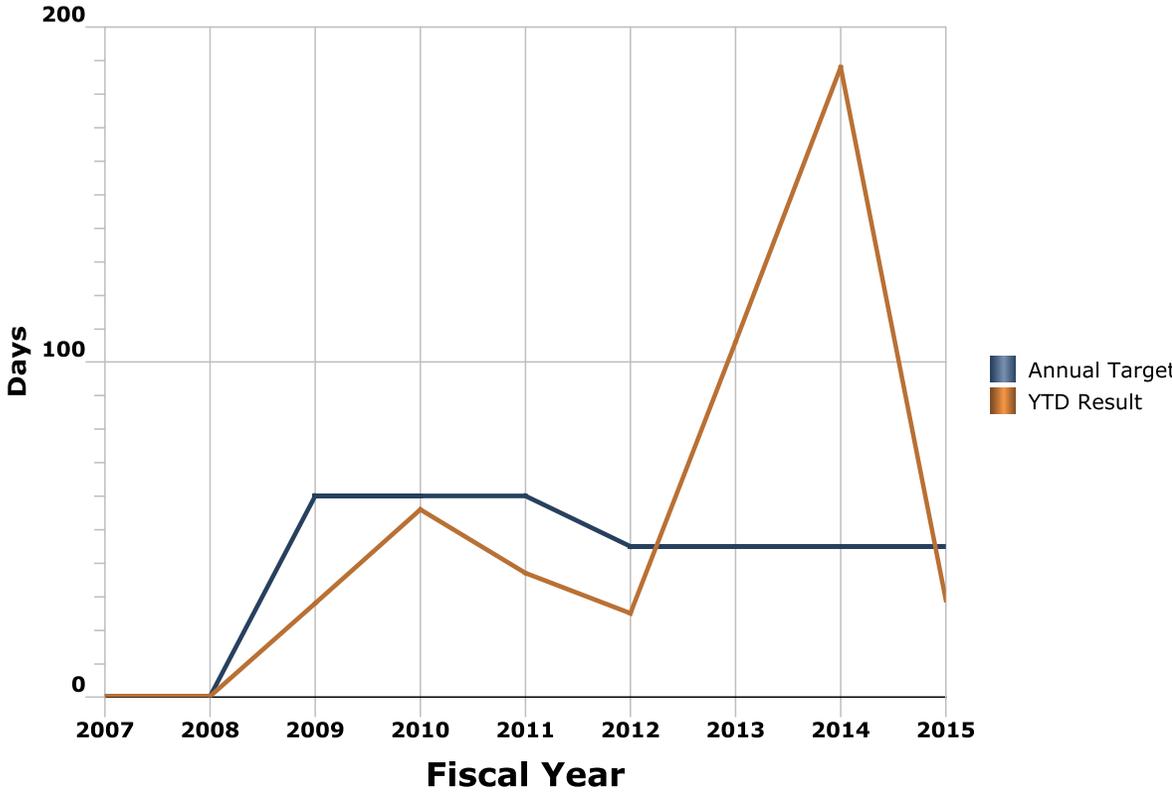
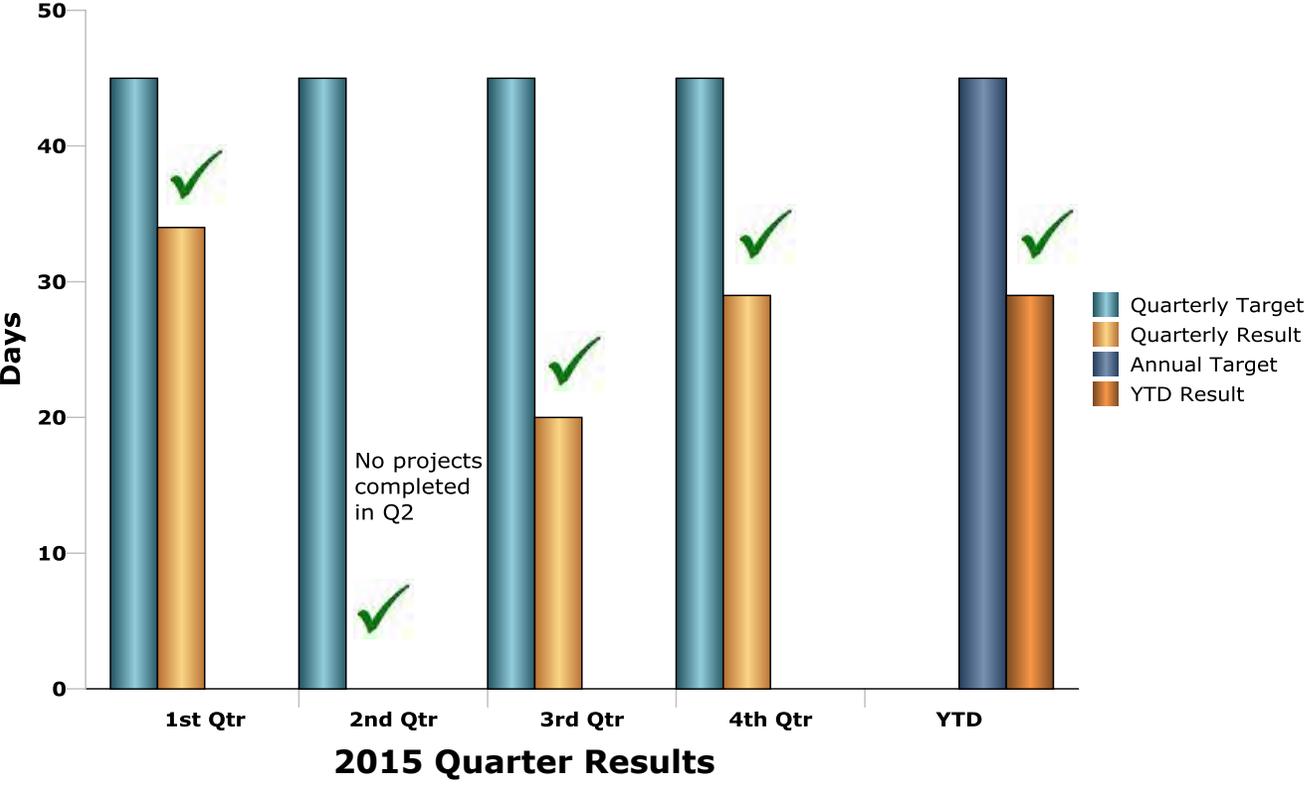


Measure 2.3.202, Mark Out Accuracy, aims to have no less than 100% mark out accuracy every quarter in a single year.

(Qtr Measurement Method: # of mark-outs performed without an at-fault hit, which is damage to a District facility that results from a missing or erroneous mark-out/Total # of mark-outs performed

YTD Measurement Method: YTD # of mark-outs performed without an at-fault hit, which is damage to a District facility that results from a missing or erroneous mark-out/YTD total # of mark-outs))

Project Closeout Time 2.3.203

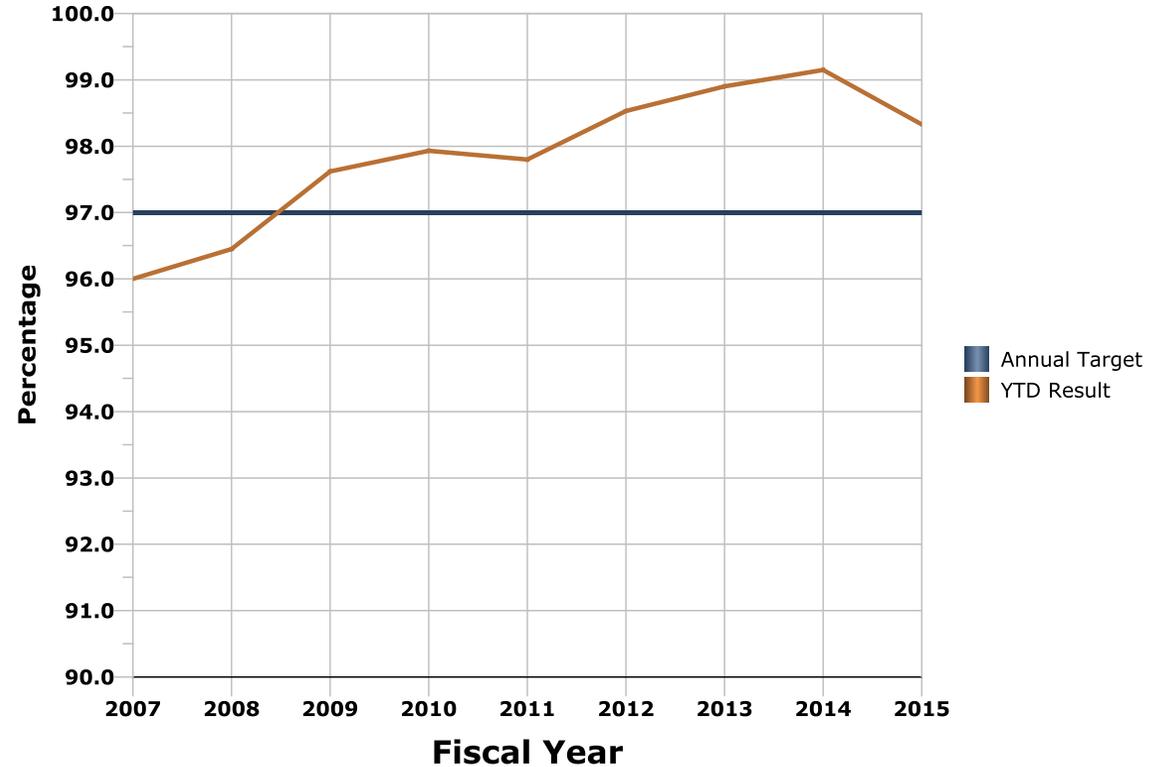
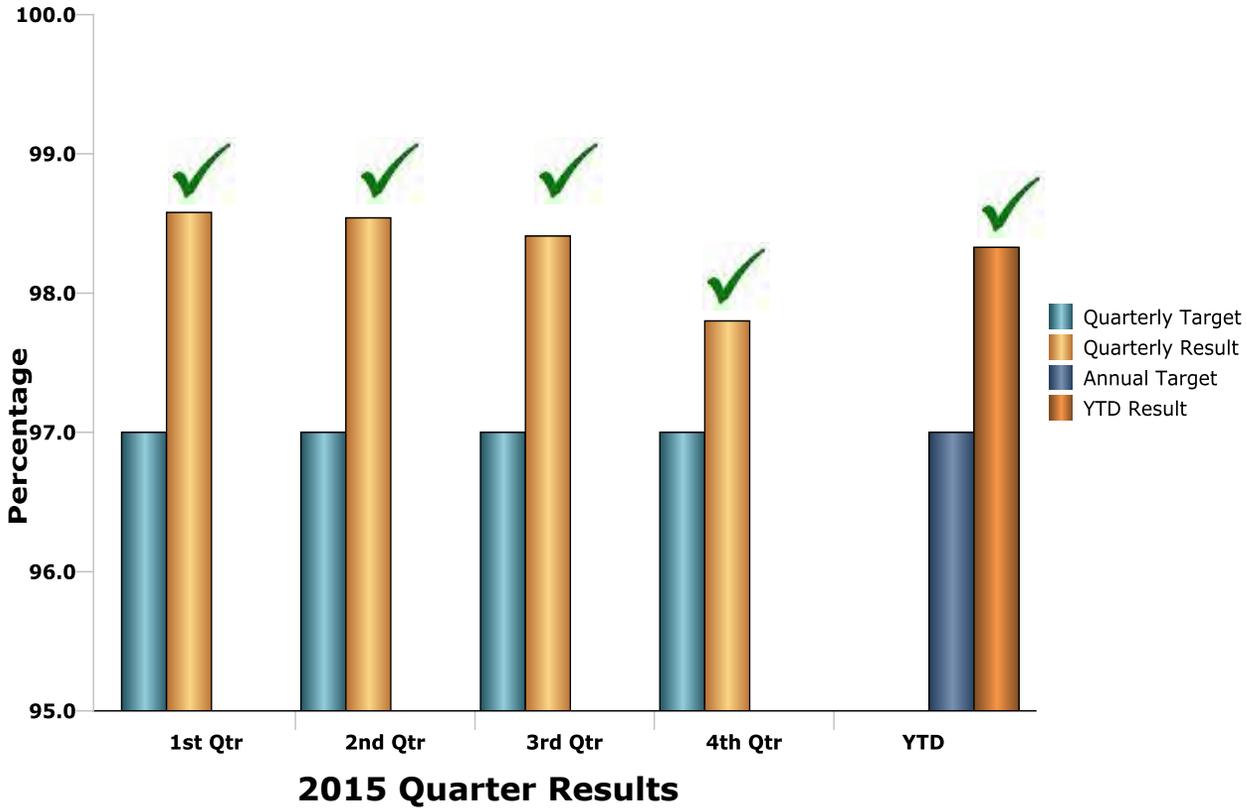


Measure 2.3.203, Project Closeout Time, aims to be below all set targets in order to have an average closeout time of no more than 45 days each quarter in a single year.

(Qtr Measurement Method: # of days between NOSC and NOC for all construction projects within the quarter/# of construction projects within the quarter

YTD Measurement Method: YTD # of days between NOSC and NOC for all construction projects within the quarter/YTD # of construction projects within the quarter)

Answer Rate 3.1.300

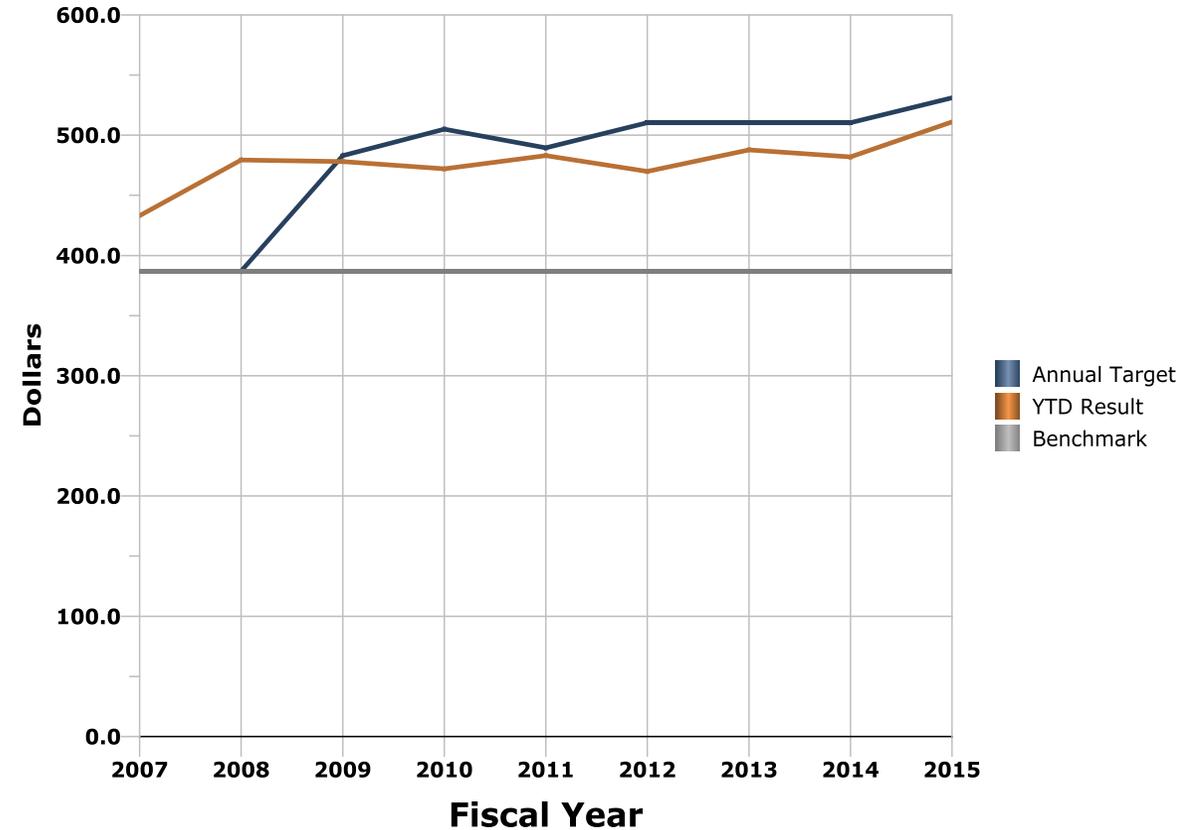
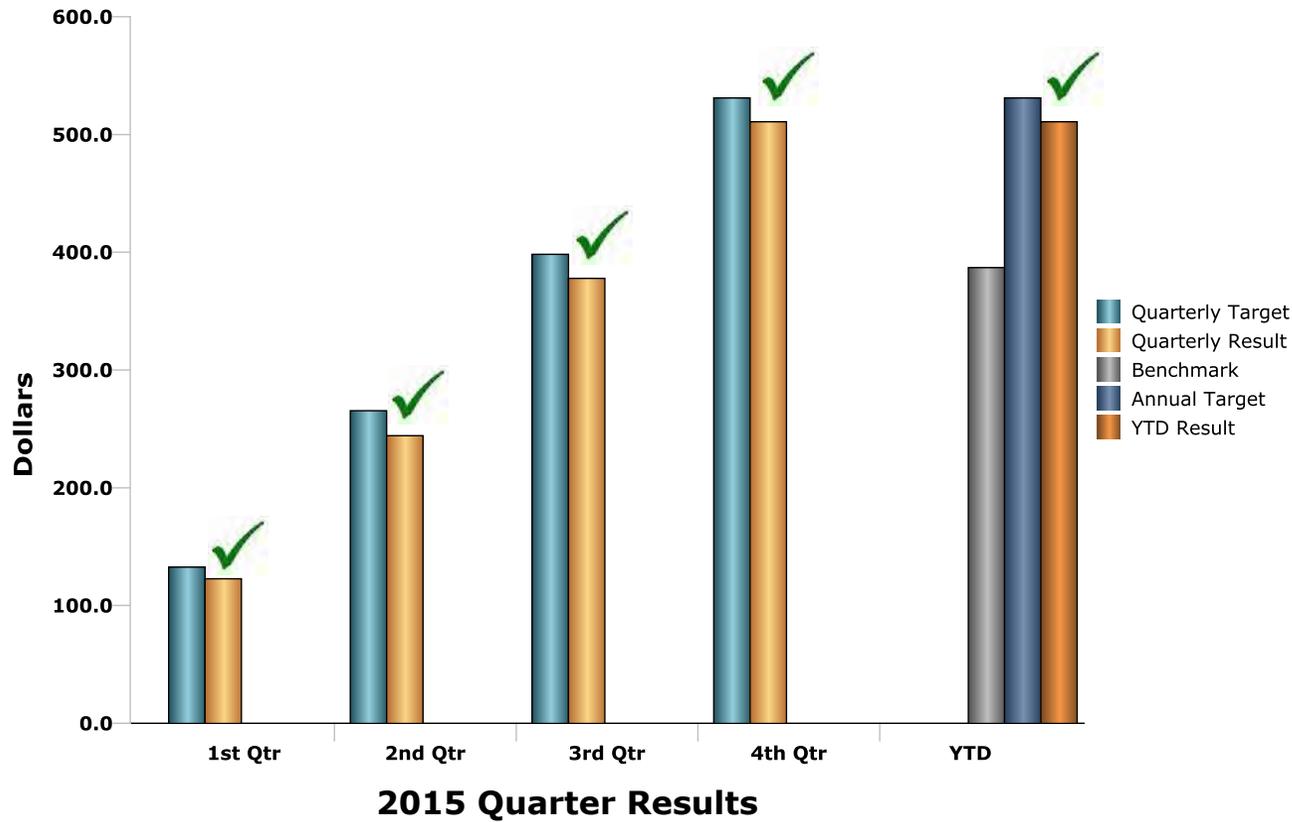


Measure 3.1.300, Answer Rate, aims to be above all set targets in order to have an average answer rate no less than 97%.

(Qtr Measurement Method: # of all calls answered/ # of all calls received during a quarter

YTD Measurement Method: YTD # of all calls answered/ YTD # of all calls received)

O&M Cost Per Account (QualServe) 3.2.301

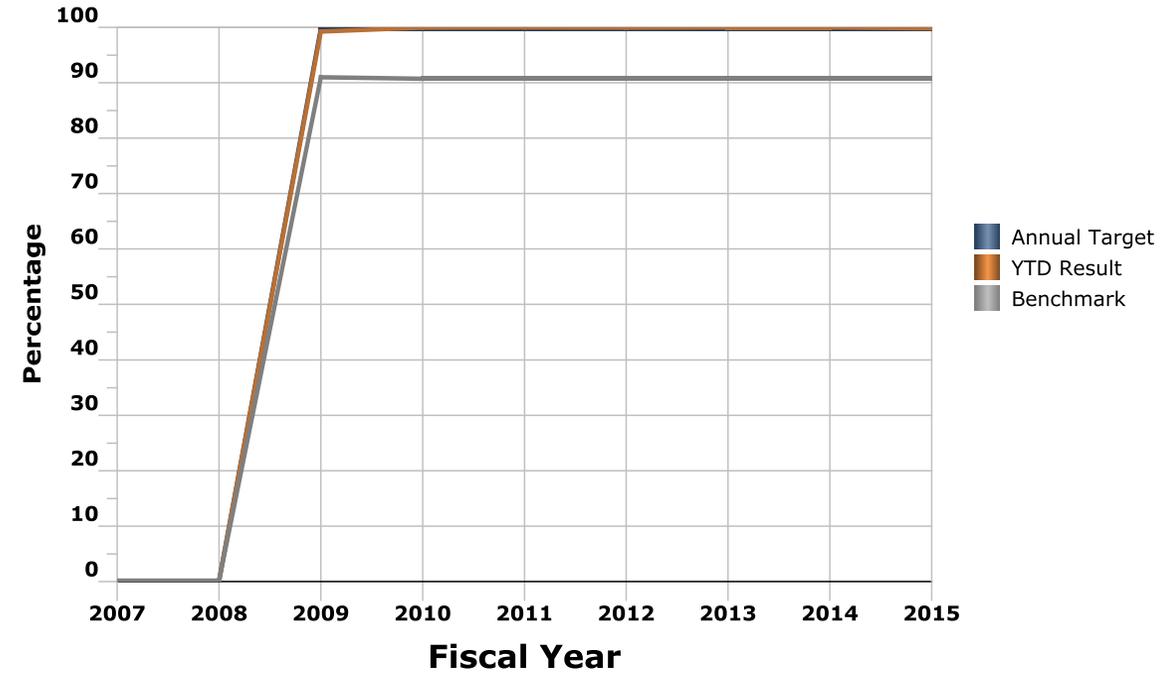
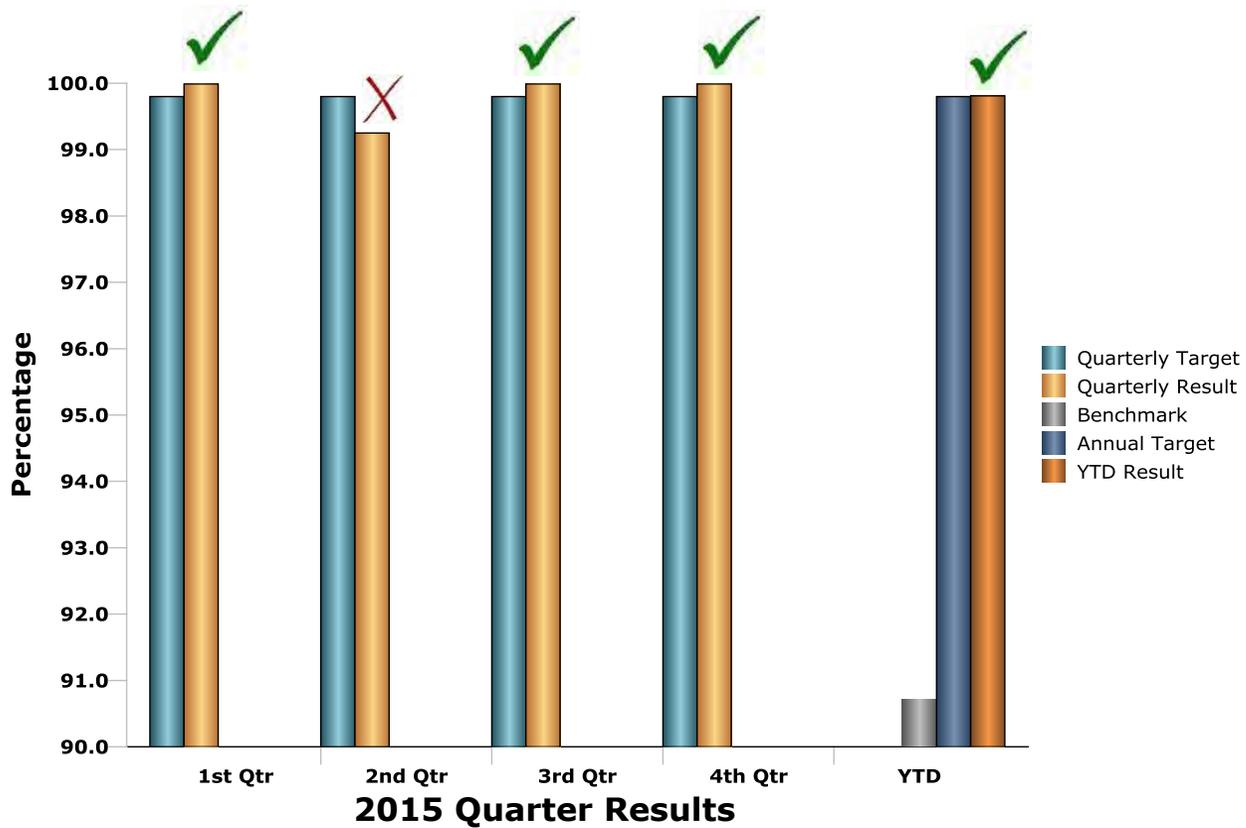


Measure 3.2.301, O&M Cost Per Account, aims to be below all set targets in order to keep O&M cost per account less than \$531.12 in a single year.

(Qtr Measurement Method: Total operations O&M costs/ # of accounts.

YTD Measurement Method: YTD total operations O&M costs/# of accounts)

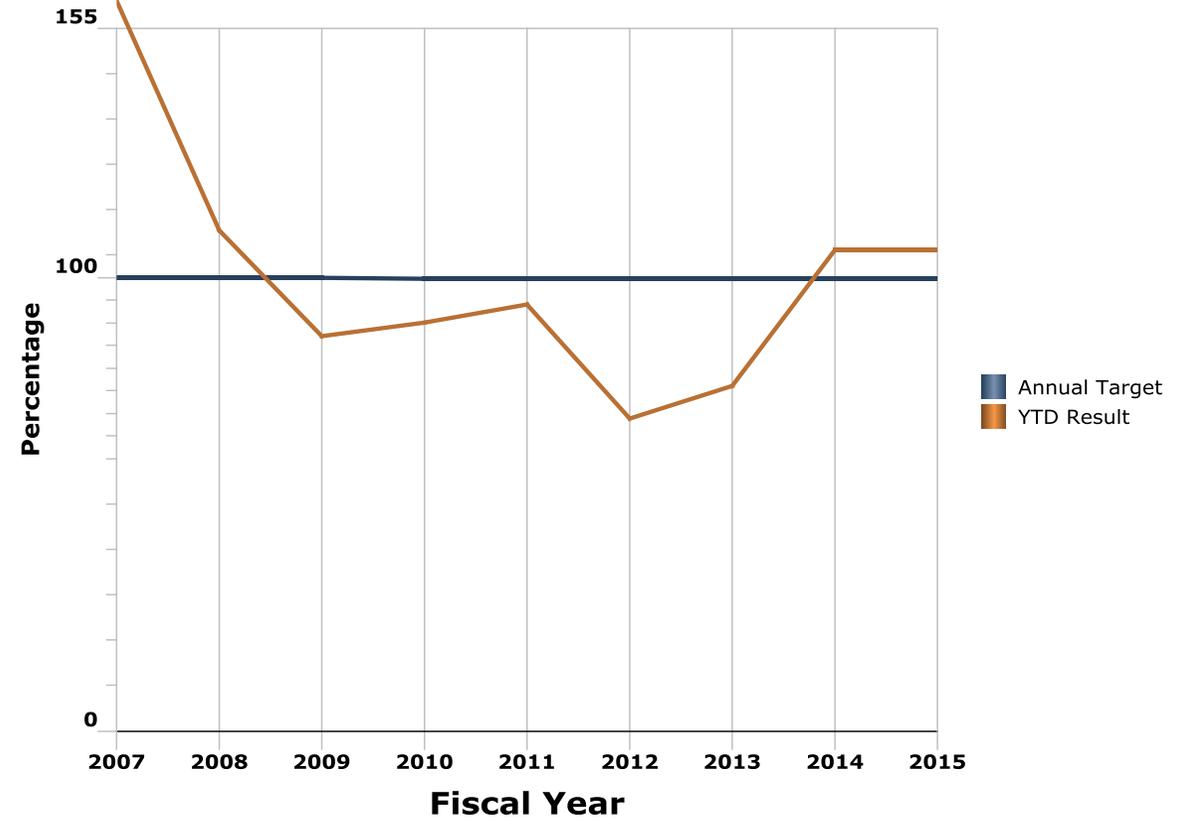
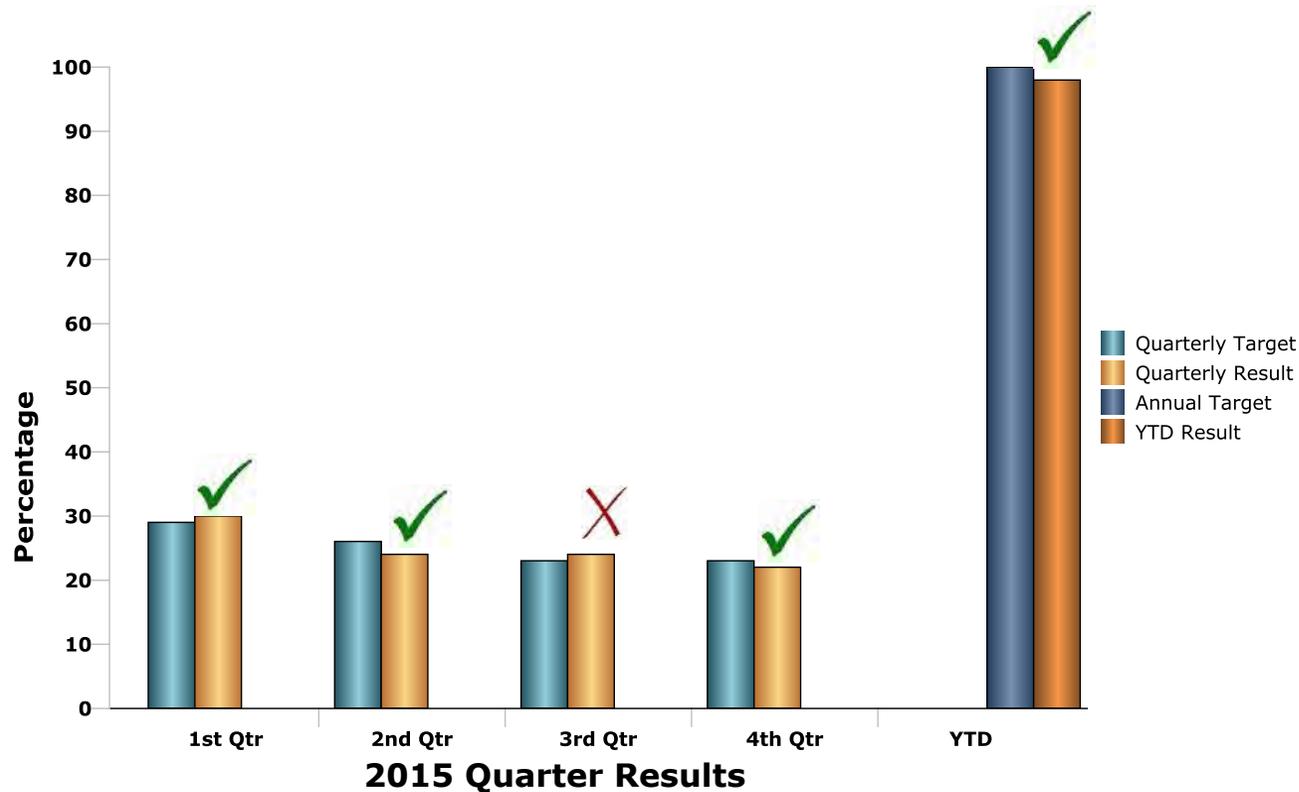
Billing Accuracy (QualServe) 3.2.302



Measure 3.2.302, Billing Accuracy, aims to be above all set targets in order to have no less than 99.8% billing accuracy per quarter in a single year.

(Qtr Measurement Method: # of correct bills during the reporting period/# of total bills during the reporting period
 YTD Measurement Method: YTD # of correct bills during the reporting period/YTD # of total bills during the reporting period)

Overtime Percentage 3.2.303



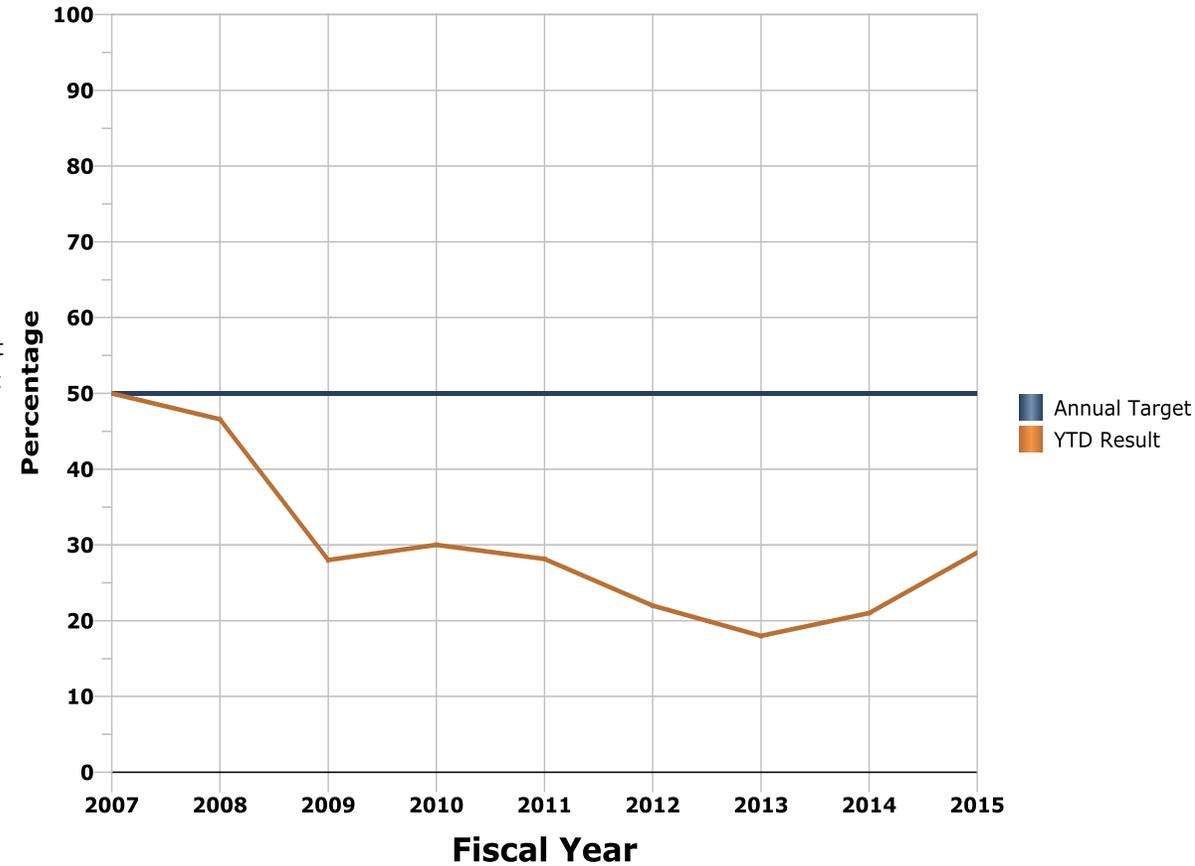
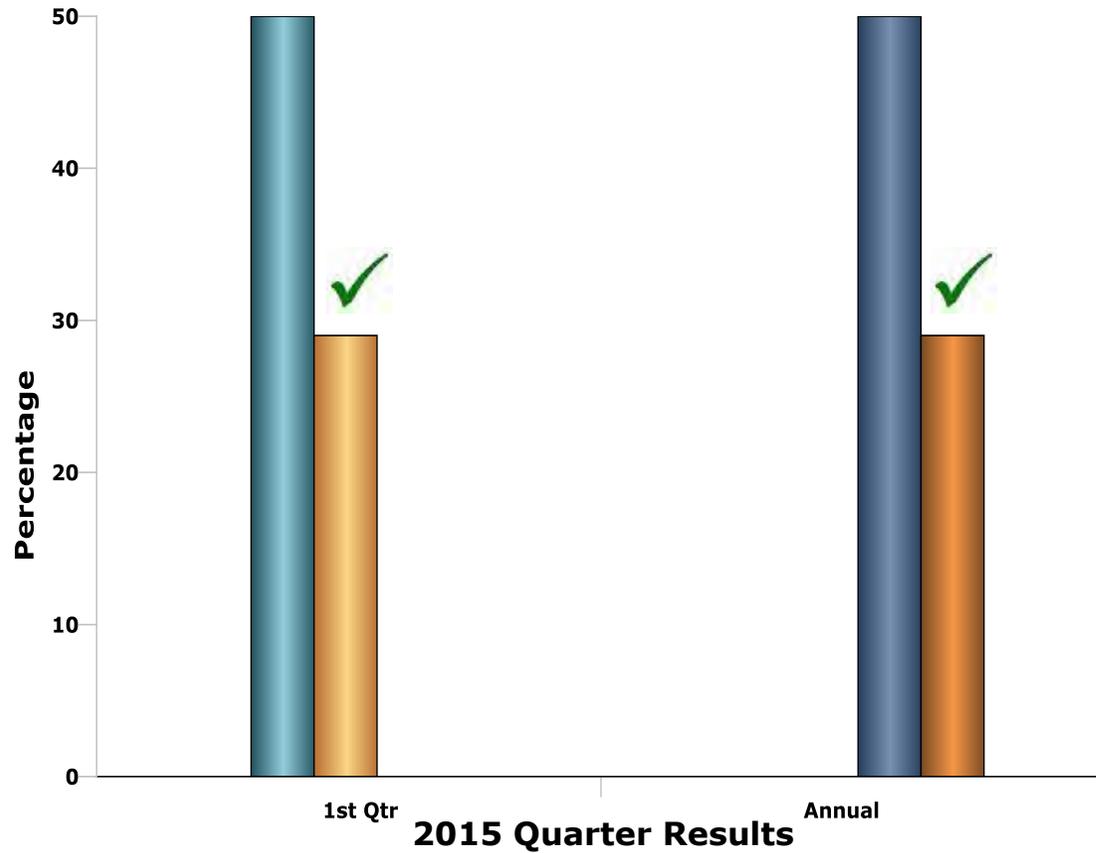
Measure 3.2.303, Overtime Percentage, aims to be between 23% and 27% per quarter. In total, less than 100% by the end of the year.

*Note: Q1 Results include an overage due to unbudgeted COLA. Because COLA was a mandated change, results will still be considered on track.

(Qtr Measurement Method: Actual overtime costs (including comp time)/ Budgeted overtime costs

YTD Measurement Method: YTD Actual overtime costs (including comp time)/ YTD Budgeted overtime costs)

Sewer Rate Ranking 3.2.304

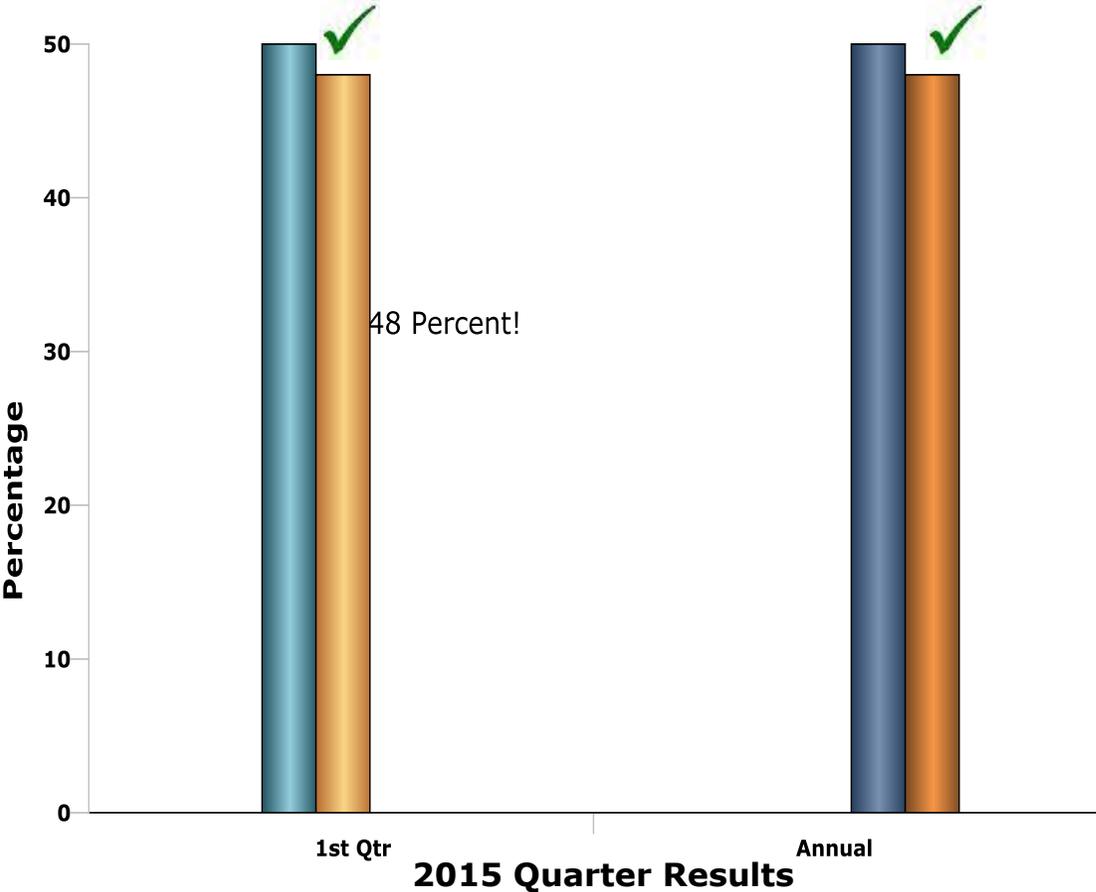


Measure 3.2.304, Sewer Rate Ranking, is reported annually in the first quarter and represents the results for the given fiscal year. The District's goal is to be in the top 50.

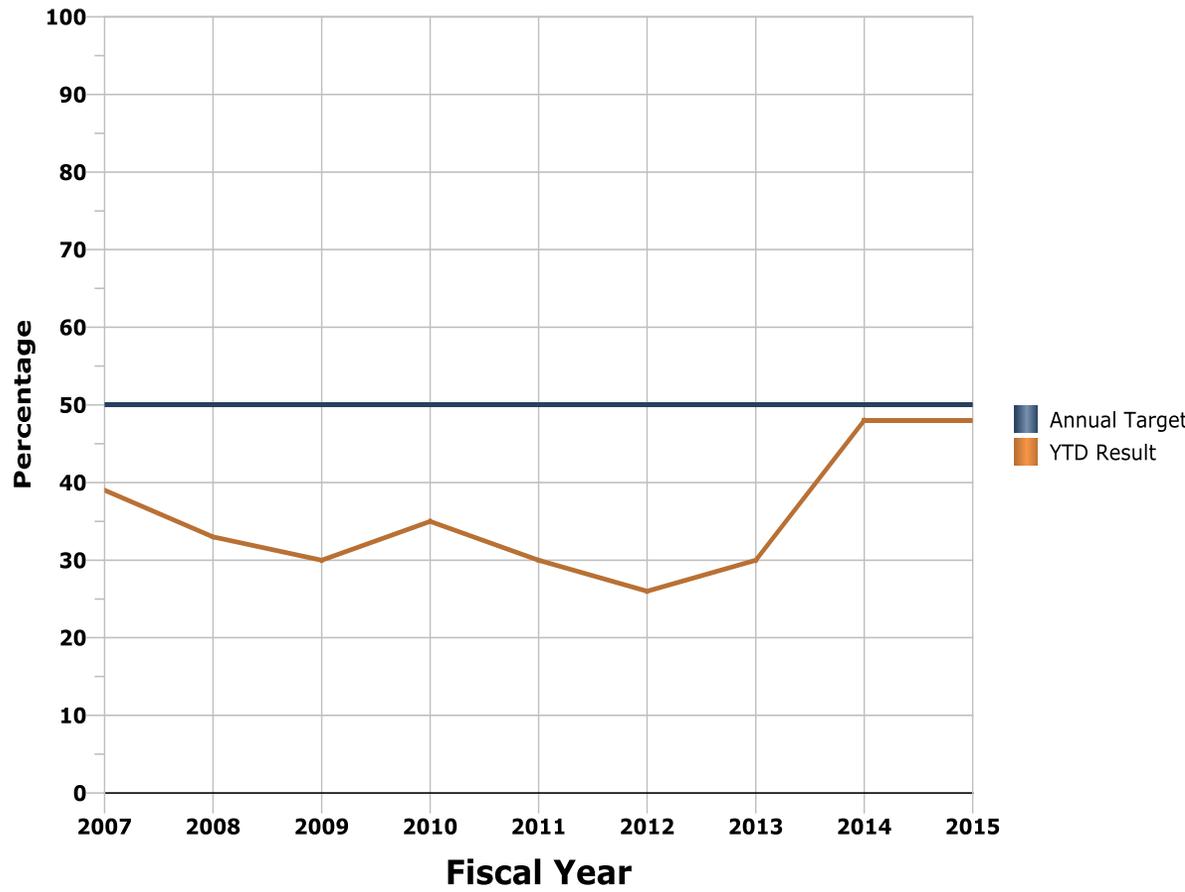
(Qtr Measurement Method: Otag ranking for the average bill for sewer/ # of agencies

YTD Measurement Method: Quarter result is YTD result. One result represents the entire FY)

Water Rate Ranking 3.2.305



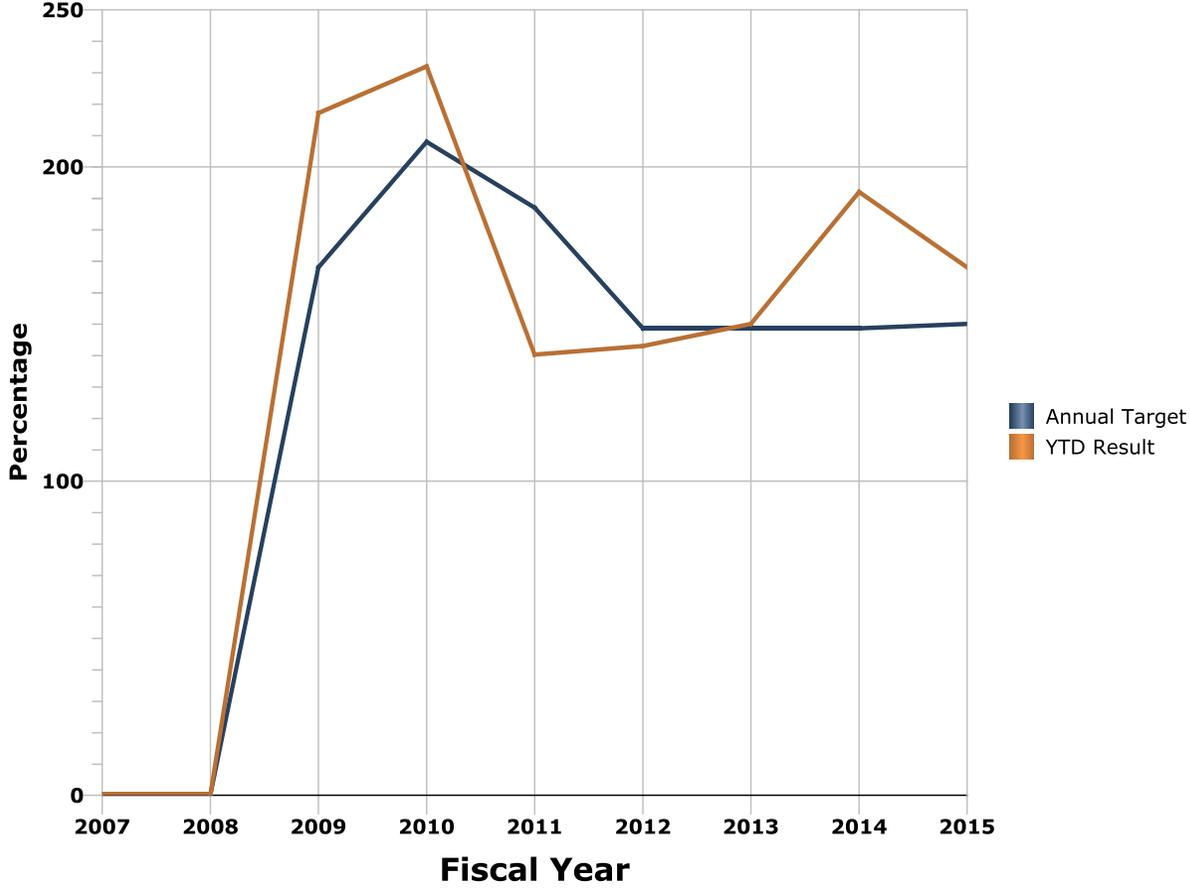
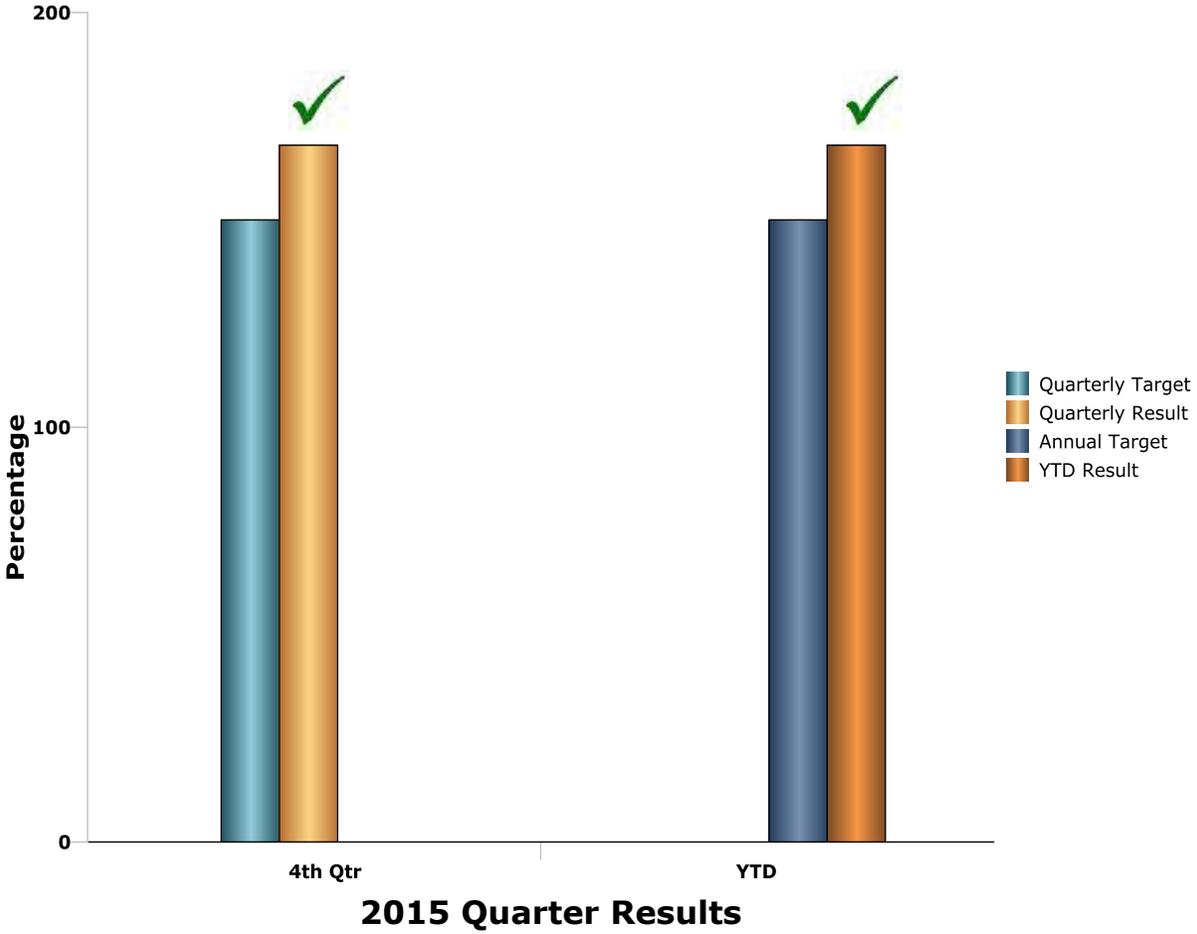
■ Quarterly Target
■ Quarterly Result
■ Annual Target
■ YTD Result



Measure 3.2.305, Water Rate Ranking, is reported annually in the first quarter and represents the results for the given fiscal year. The District’s goal is to be below the midpoint (bottom 50%) for neighboring Districts

(Qtr Measurement Method: Otoy ranking among CWA member agencies for average
 YTD Measurement Method: Quarter result is YTD result. One result represents the entire FY)

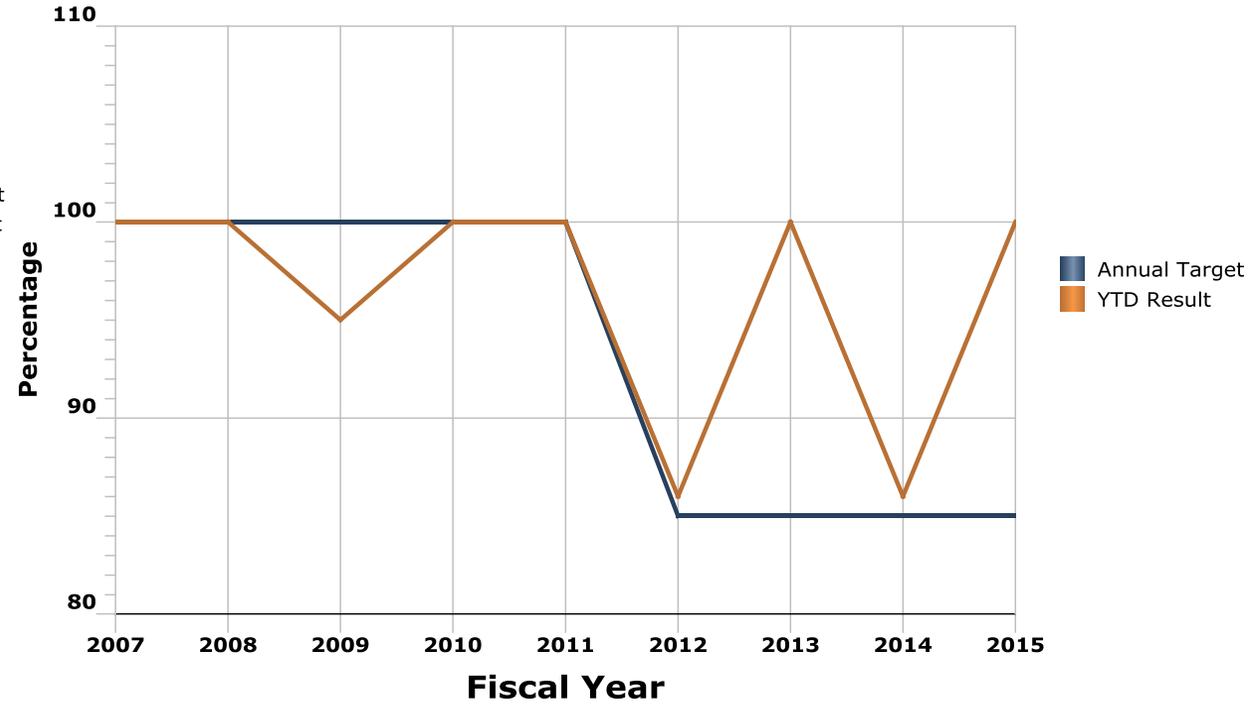
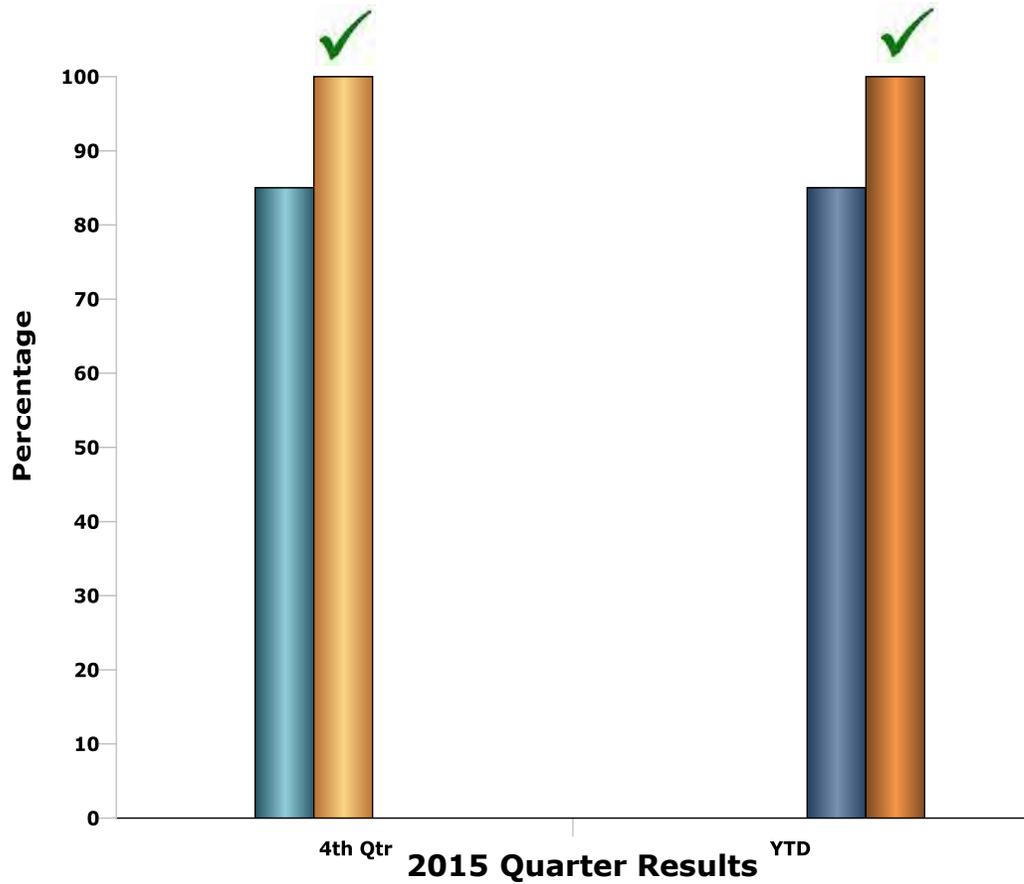
Debt Coverage Ratio (QualServe) 3.2.306



Measure 3.2.306, Debt Coverage Ratio, aims to be above all set targets in order to have sufficient debt coverage. It is measured annually at year end.

(Qtr and YTD Measurement Method: Qualified net operating revenues/ Debt service requirements)

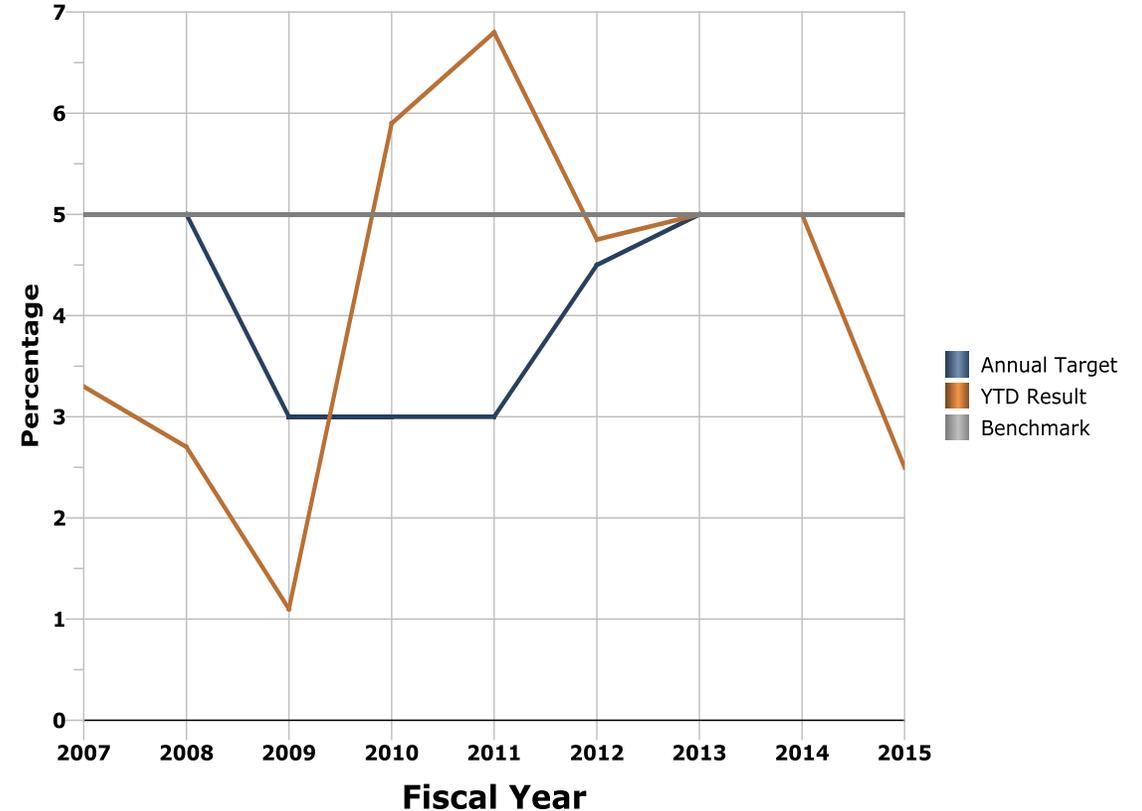
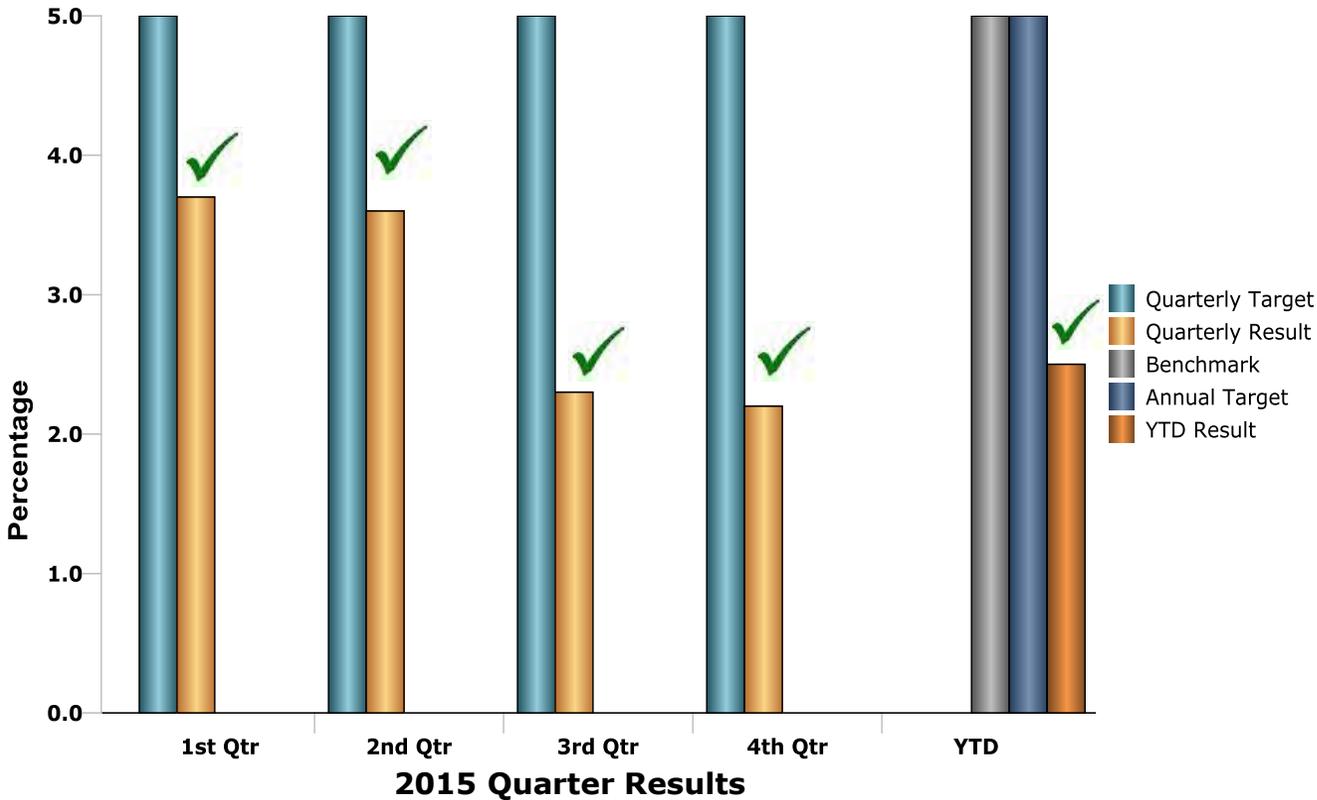
Reserve Level 3.2.307



Measure 3.2.307, Reserve Level, aims to be equal or exceed 85%. It is measured annually at year end.

(Qtr and YTD Measurement Method: # of reserve funds that meet or exceed fund target levels/ Total # of reserve funds (9))

Distribution System Loss (QualServe) 3.3.308



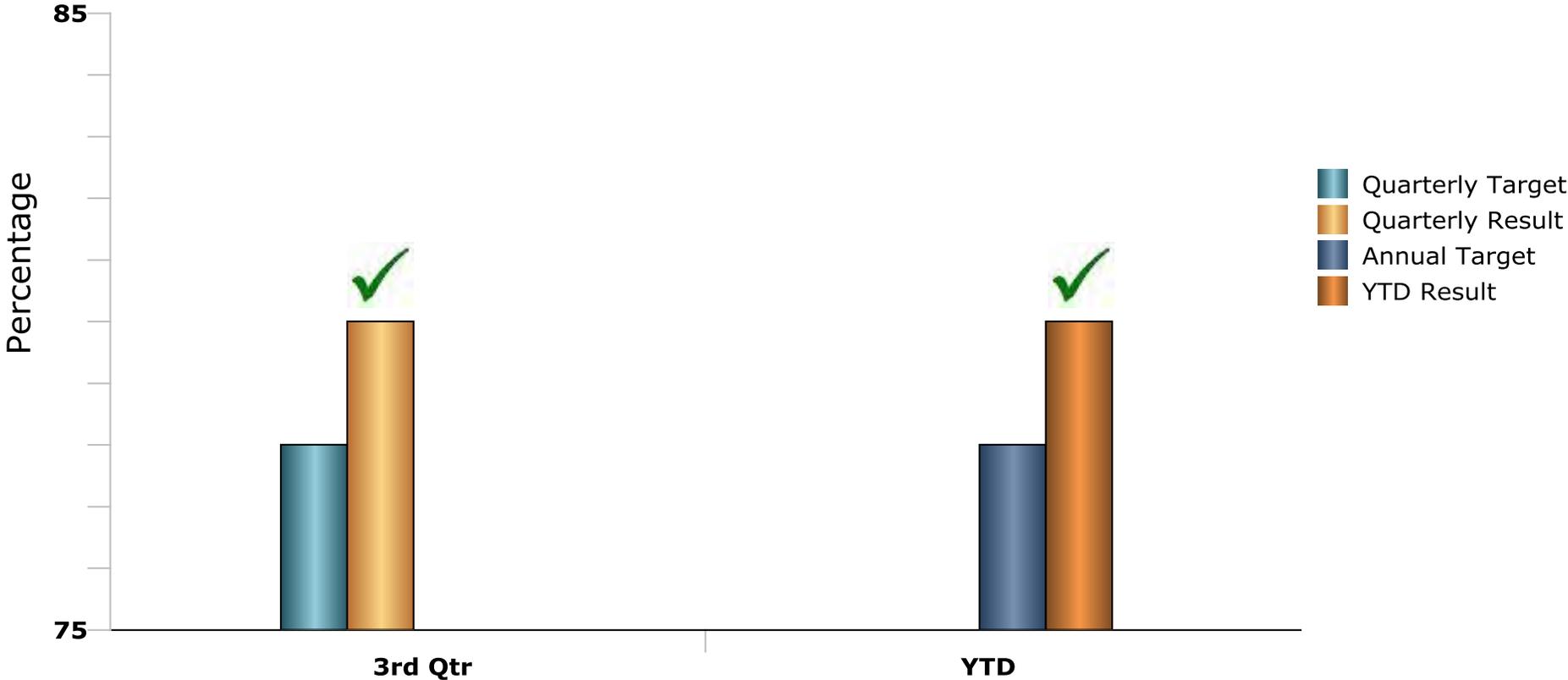
Measure 3.3.308, Distribution System Loss, aims to be below all set targets in order to ensure less than 5% of unaccounted water in a single year.

*The calculation is a year-to-date calculation, so Qtr Result = YTD Result.

(Qtr and YTD Measurement Method: $100 \left[\frac{\text{volume purchased} - (\text{volume sold} + \text{volume used})}{\text{volume purchased}} \right]$)

Customer Satisfaction with Otoy Website

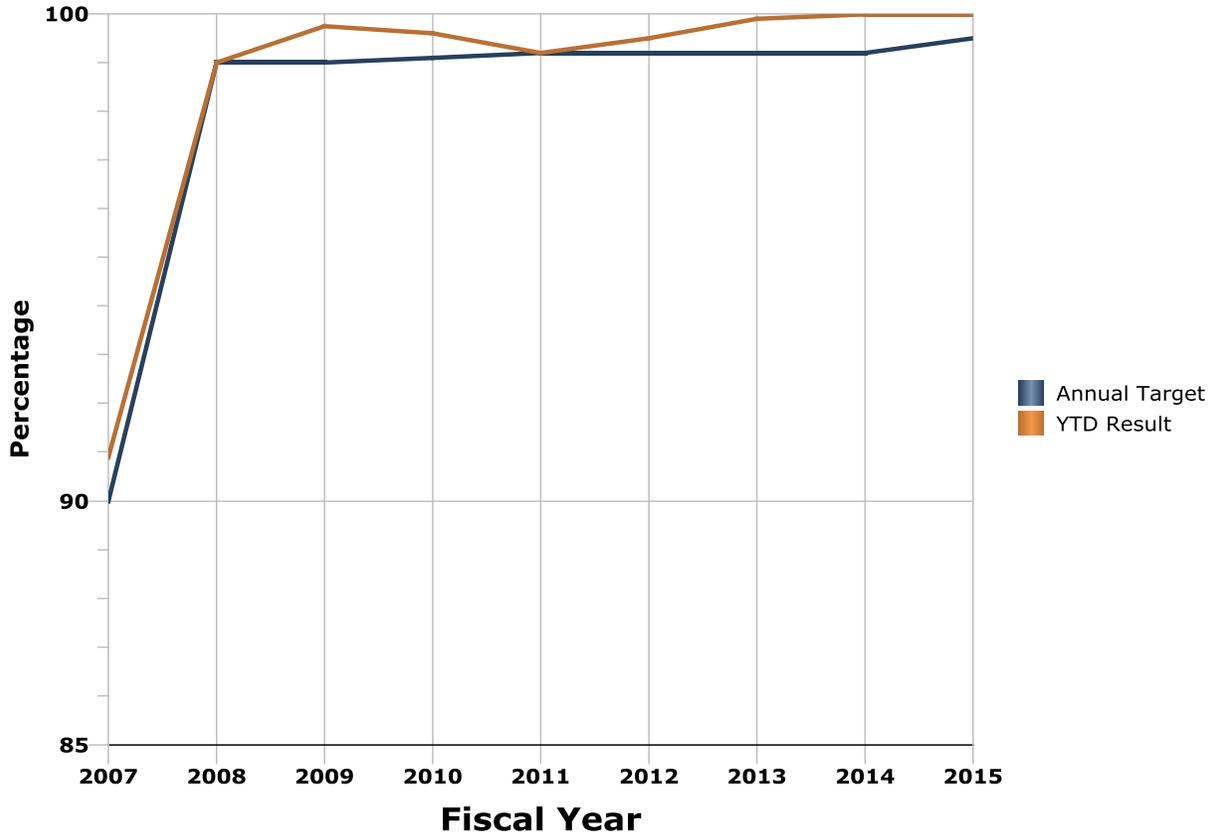
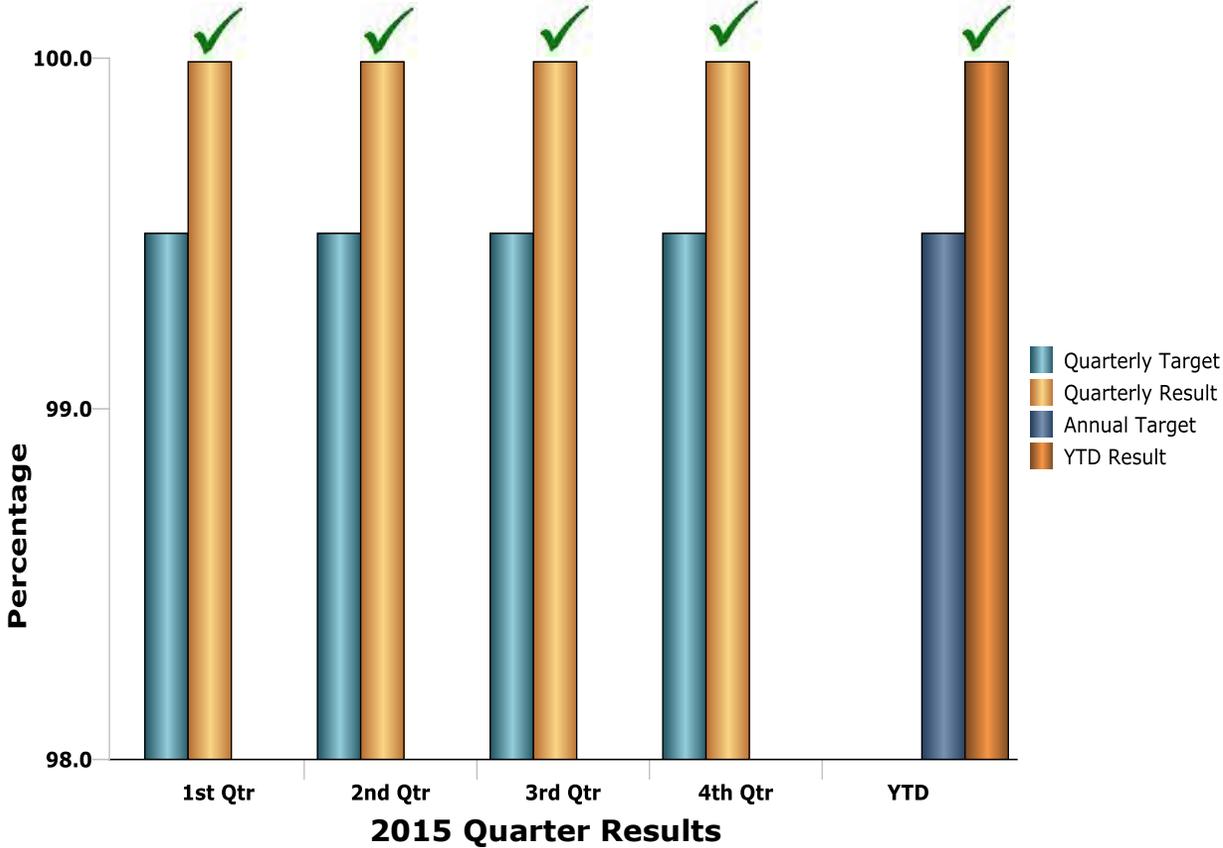
4.1.400



Measure 4.1.400, Customer Satisfaction with Otoy Website, is an annual survey reported in the third quarter and represents the results for the given fiscal year.

(Qtr and YTD Measurement Method: Annual Customer Opinion and Awareness Survey. Error of margin is 4%)

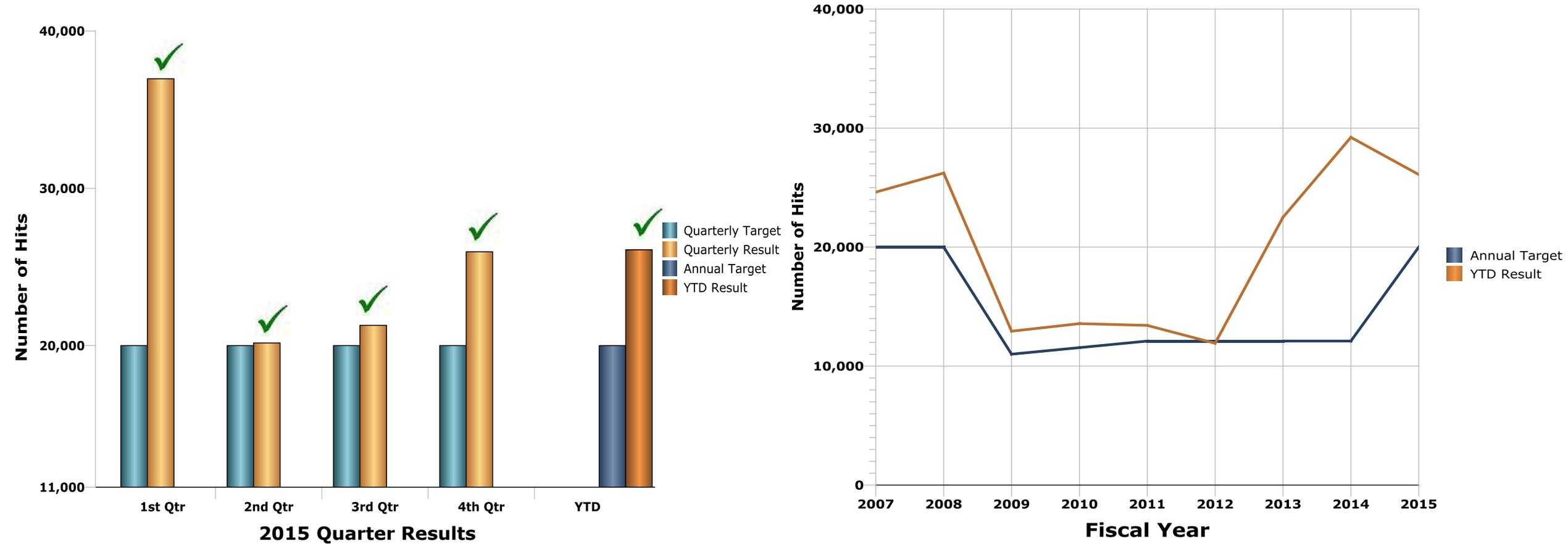
Network Availability 4.3.401



Measure 4.3.401, Network Availability, aims to be above all set targets in order to have an average of no less than 99.5% network availability per quarter in a single year.

(Qtr and YTD Measurement Method: Time availability of core applications during business hours/ Total time)

Website Hits 4.4.402

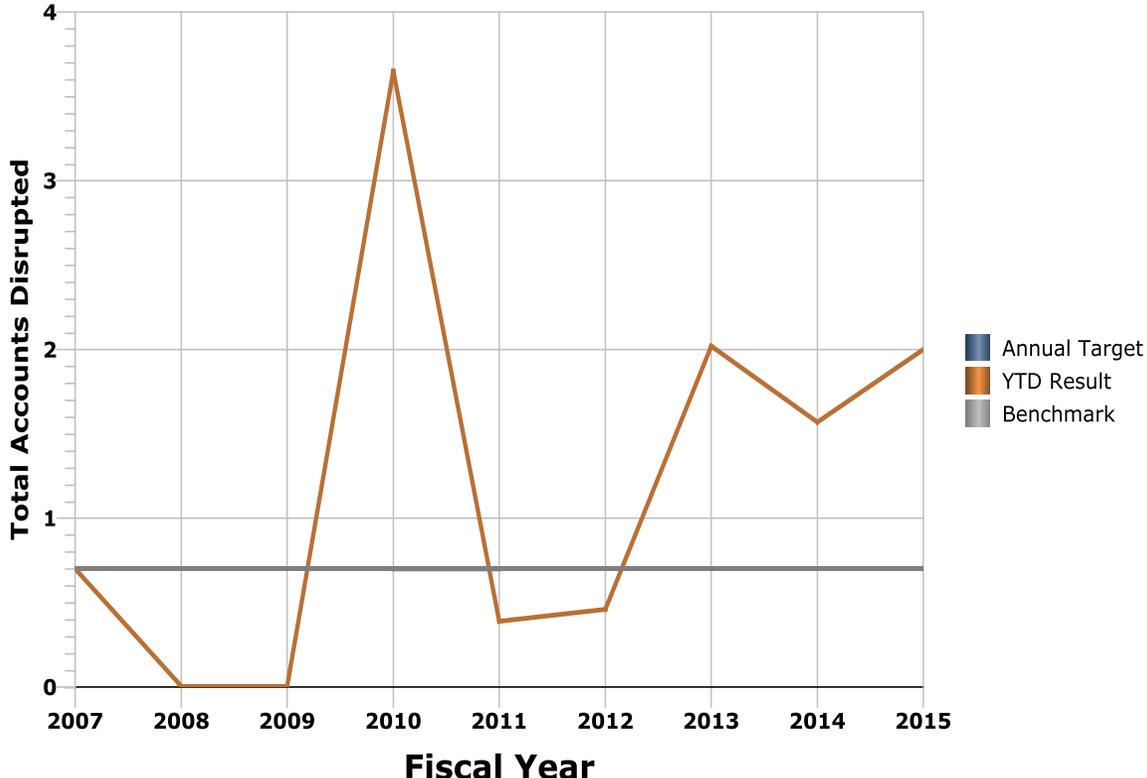
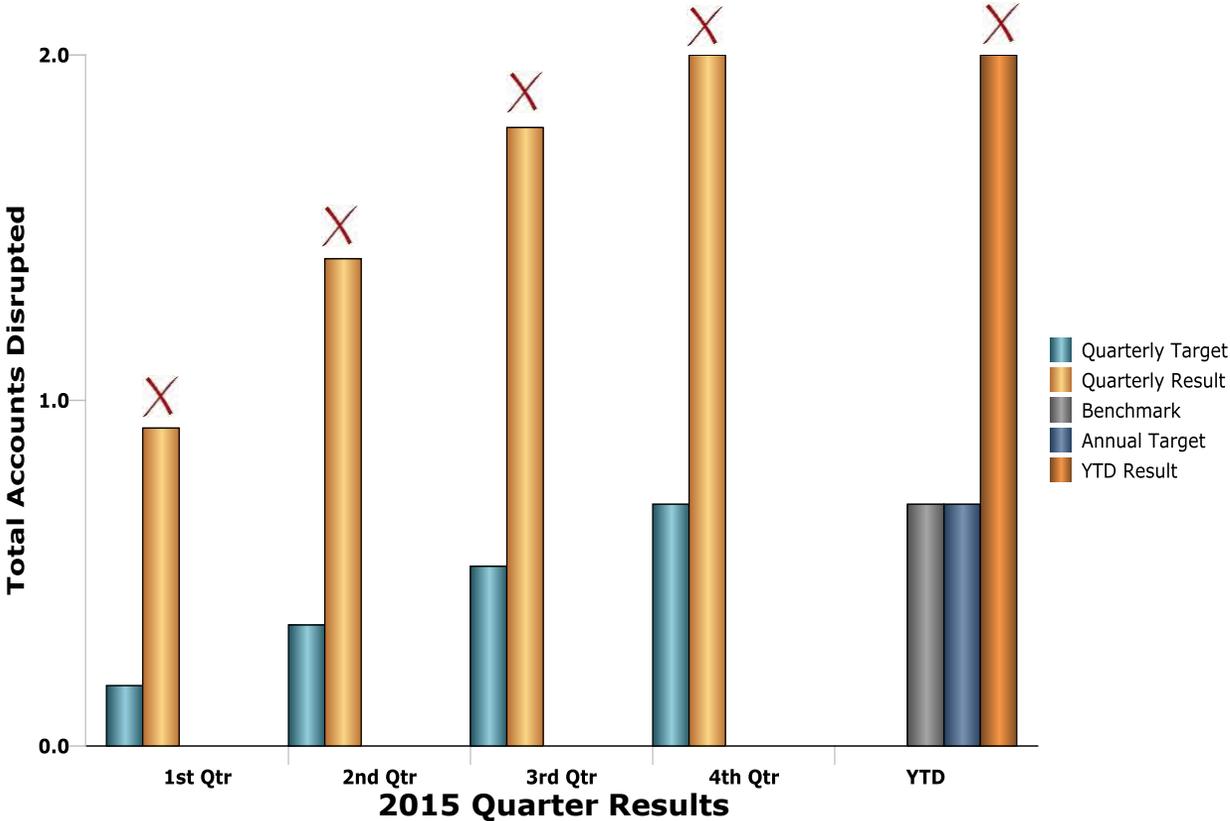


Measure 4.4.402, Website Hits, aims to be above all set targets in order to have an average of no less than 20,000 website hits per quarter in a single year.

(Qtr Measurement Method: $(M1+M2+M3)/3= Q1$, $(M4 + M5 + M6)/3 = Q2$, etc.

YTD Measurement Method: Cumulative total of quarterly targets/4)

Unplanned Disruptions (QualServe) 5.1.500

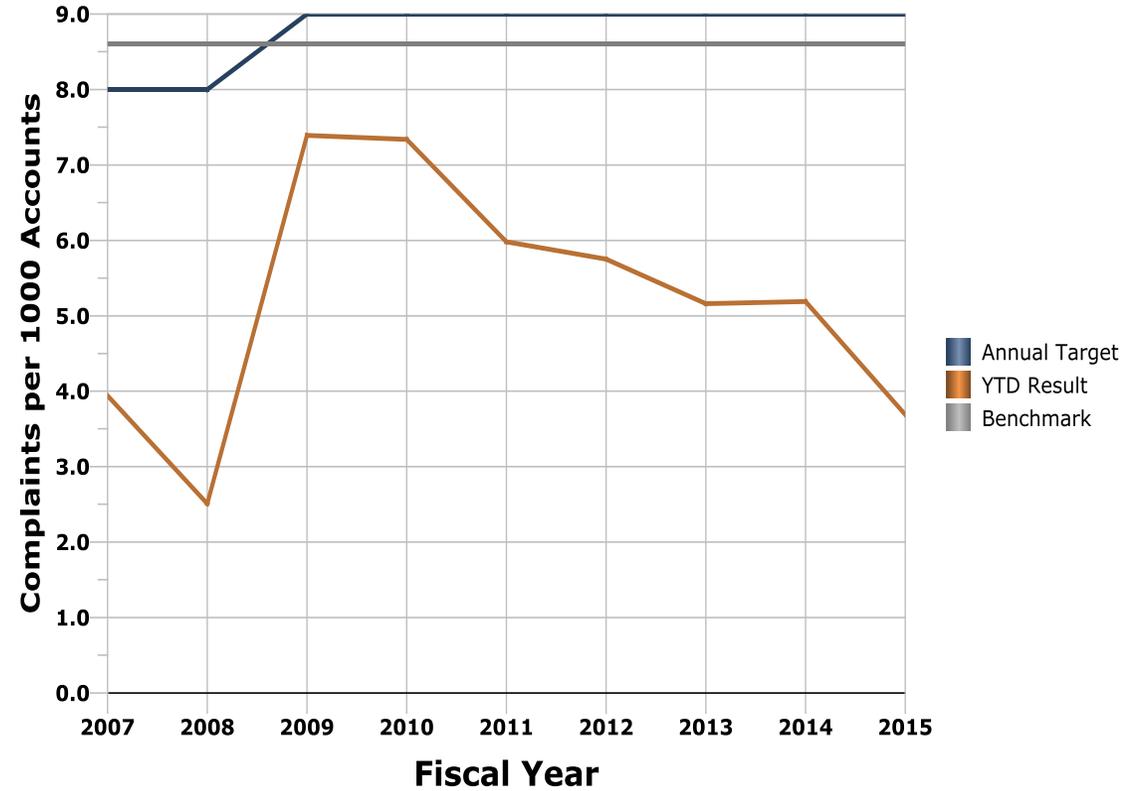
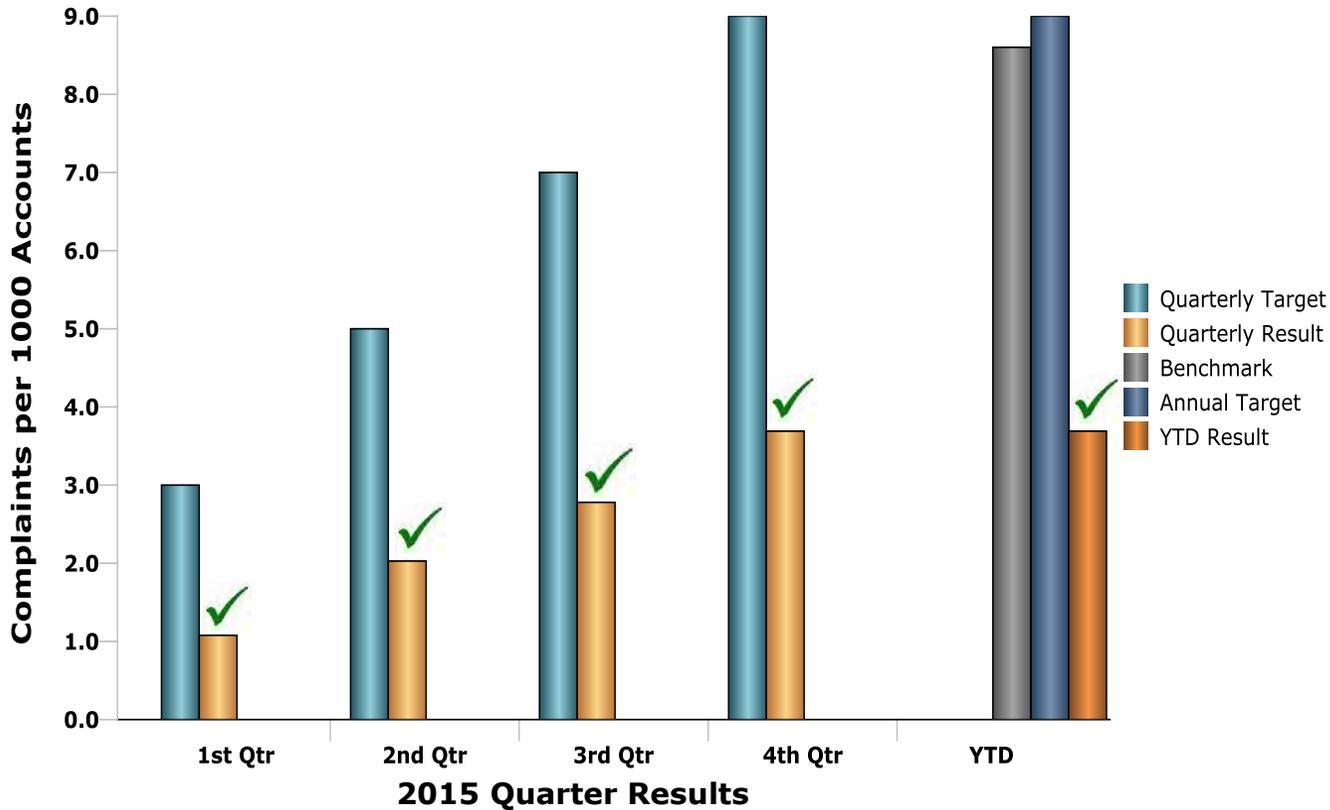


Measure 5.1.500, Unplanned Disruptions, aims to be below the QualServe target ratio of 0.7. Ratio is calculated by # disruptions x 1000/total accounts.

(Qtr Measurement Method: (# of customer accounts experiencing unplanned disruptions in one quarter x 1000)/# of active accounts

YTD Measurement Method: (# of disruptions per year x 1000)/# of active customers)

Technical Quality Complaint (QualServe) 5.1.501

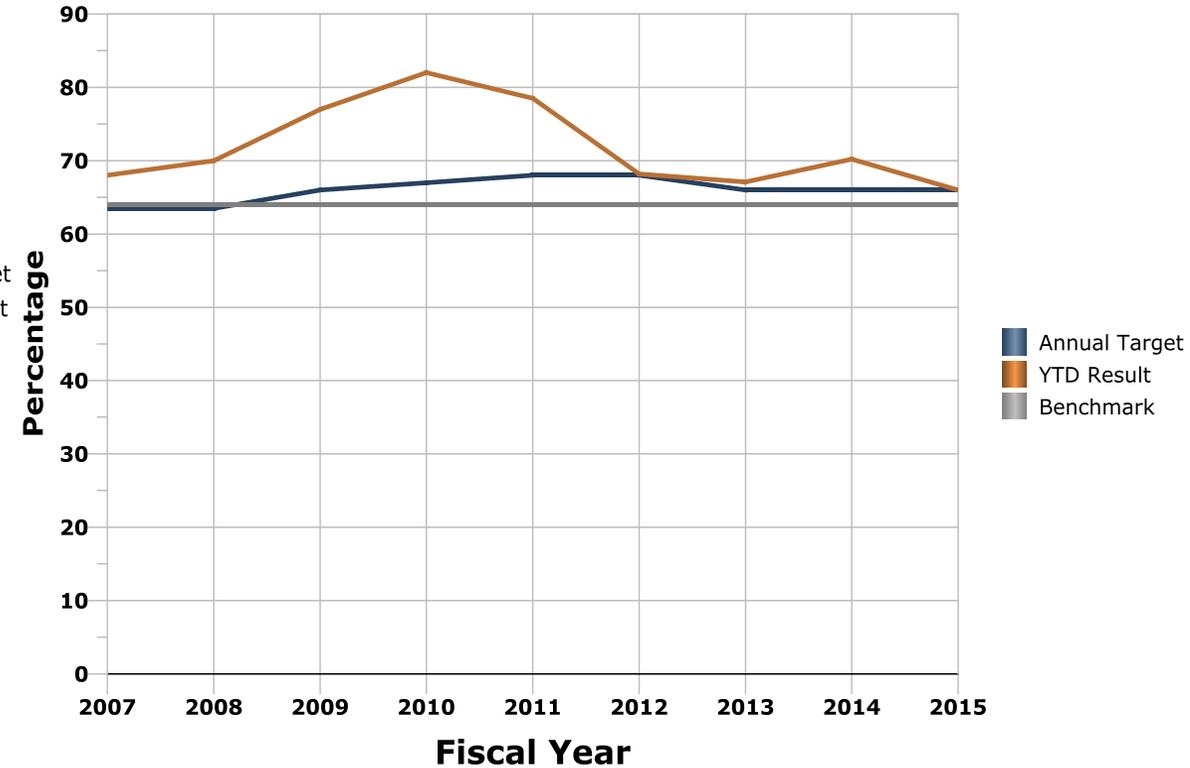
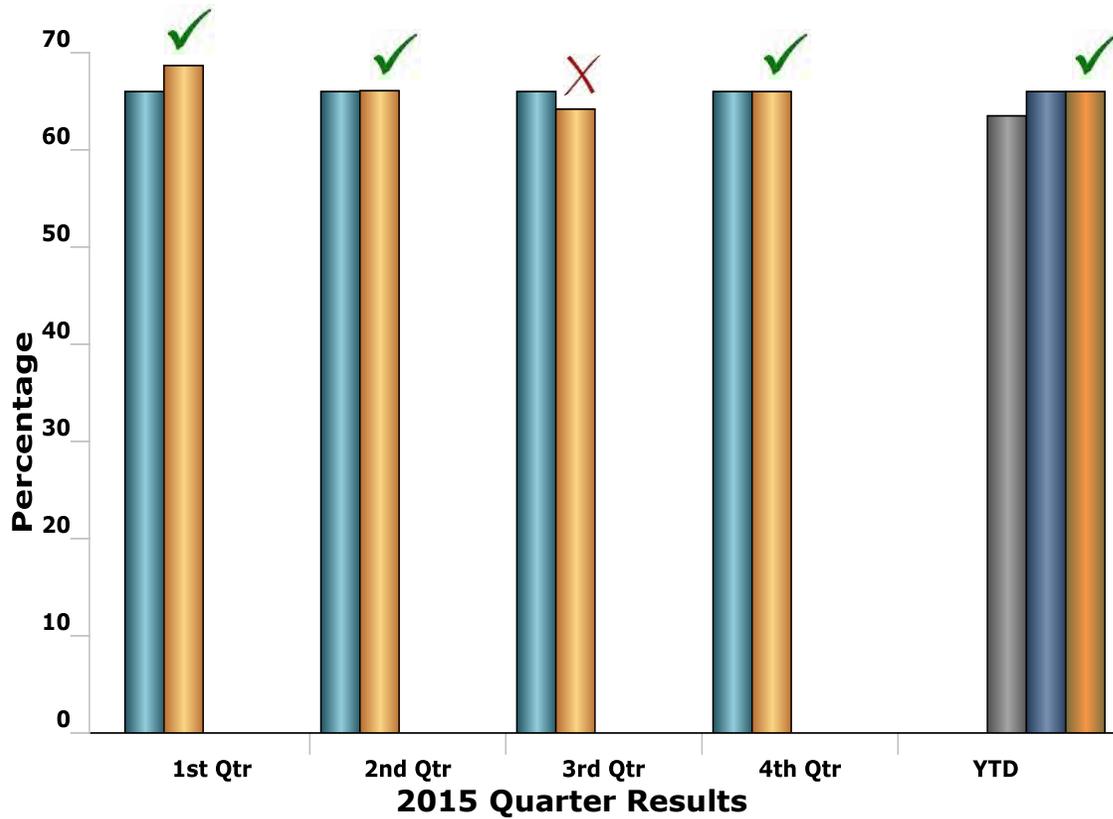


Measure 5.1.501, Technical Quality Complaint, aims to be below all set targets in order to have no more than 9 complaints per 1000 customer accounts in a single year.

(Qtr Measurement Method: $(1000 \times \# \text{ of technical quality complaints per quarter}) / \# \text{ of active customer accounts per reporting period}$.)

YTD Measurement Method: $(1000 \times \# \text{ of technical quality complaints per year}) / \# \text{ of connections}$.)

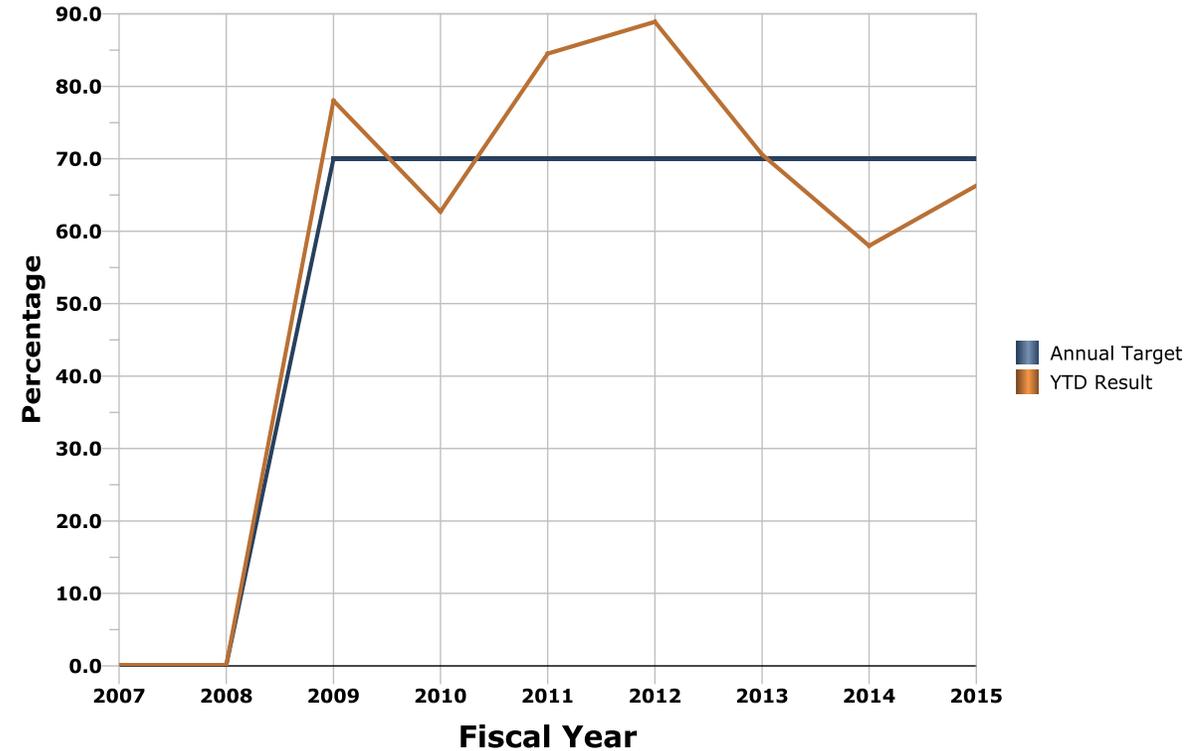
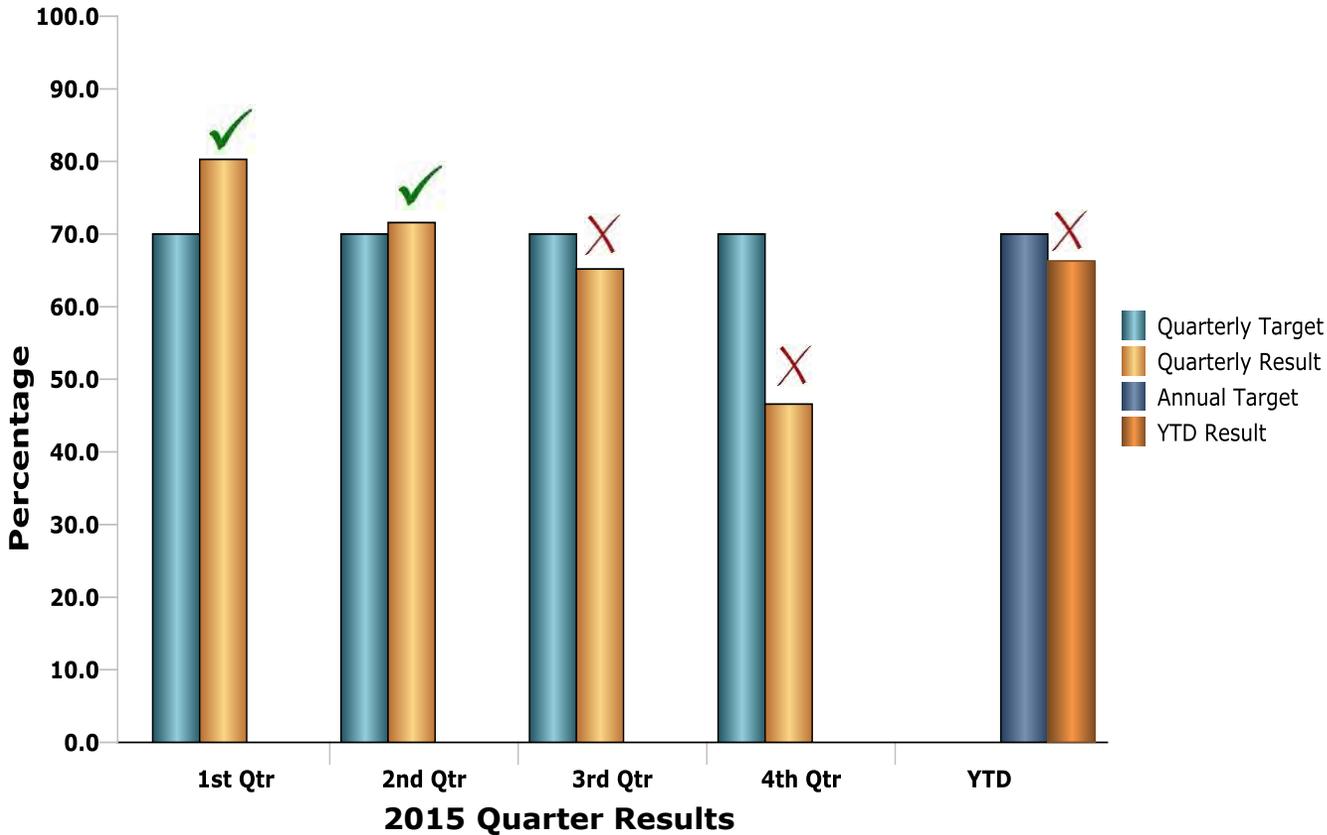
Planned Potable Water Maintenance Ratio in \$ (QualServe) 5.2.502



Measure 5.2.502, Planned Potable Water Maintenance Ratio in \$, aims to be above all set targets in order to have no less than 66% of all labor dollars spent on preventative maintenance per quarter in a single year. Note: Quarterly results are subject to change.

(Qtr Measurement Method: Total planned maintenance cost/ Total maintenance cost)

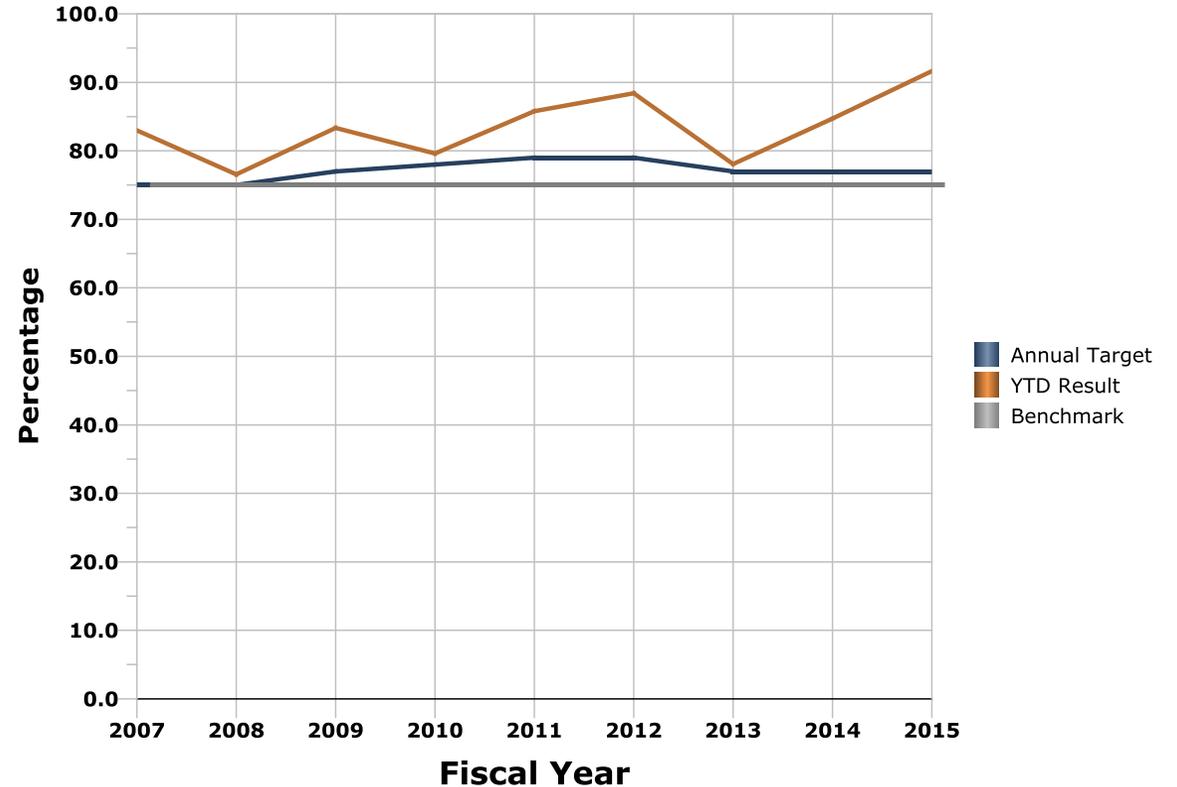
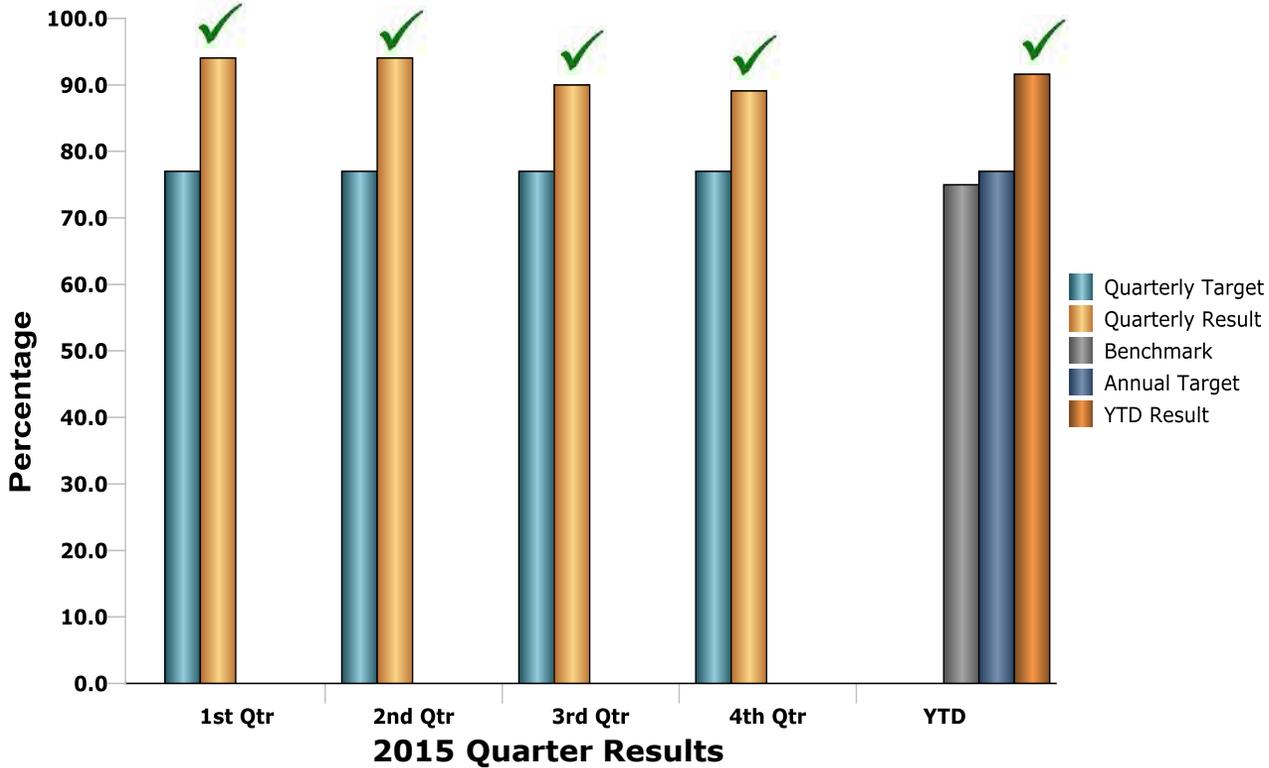
Planned Recycled Water Maintenance Ratio in \$ 5.2.503



Measure 5.2.503, Planned Recycled Water Maintenance Ratio in \$, aims to be above all set targets in order to have no less than 70% of all labor dollars spent on preventative maintenance per quarter in a single year. Note: Quarterly results are subject to change.

(Qtr Measurement Method: Total planned maintenance cost/ Total maintenance cost)

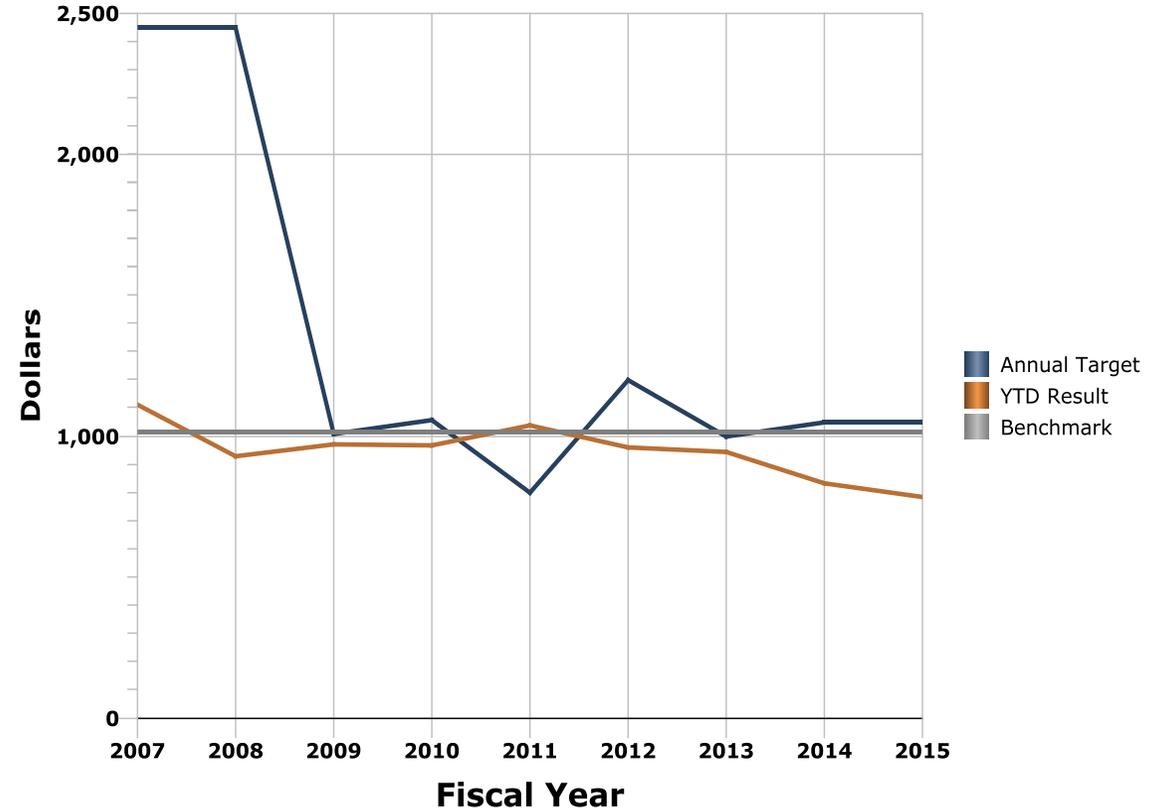
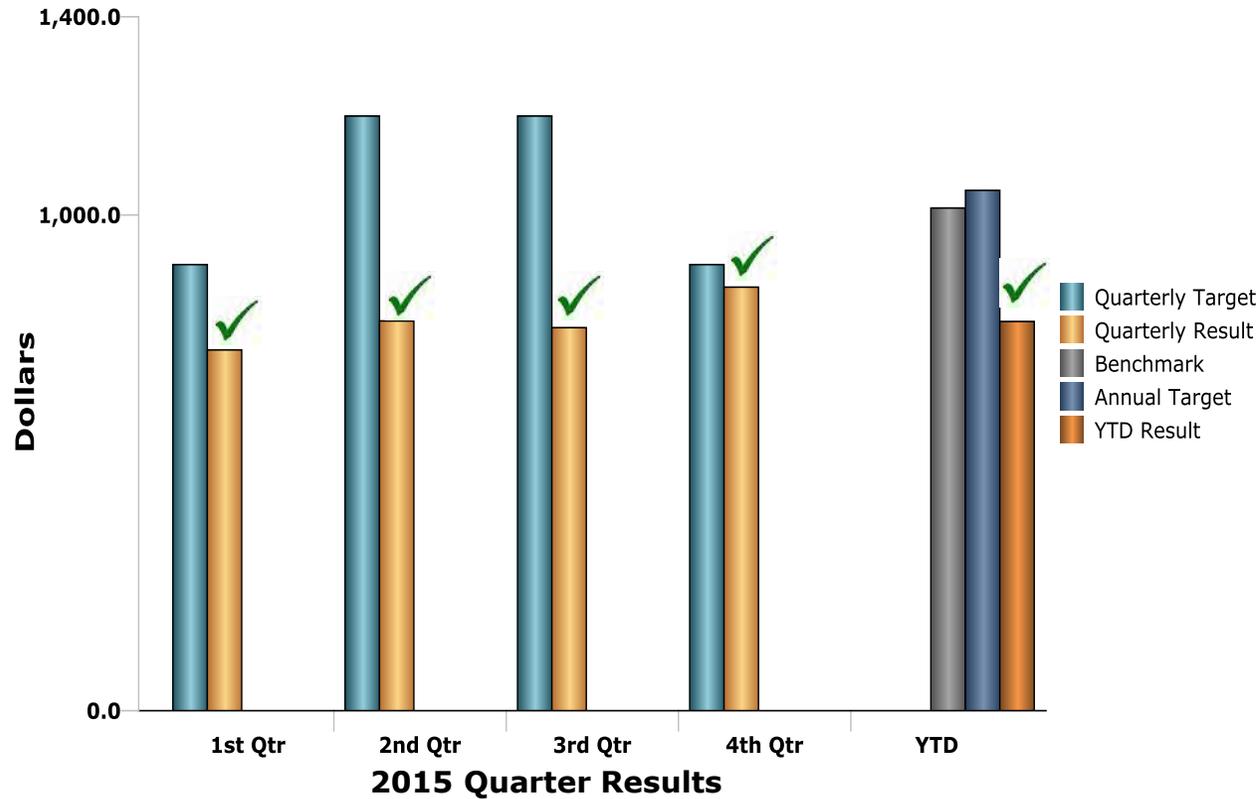
Planned Wastewater Maintenance Ratio in \$ (QualServe) 5.2.504



Measure 5.2.504, Planned Wastewater Maintenance Ratio in \$, aims to be above all set targets in order to have no less than 77% of all labor dollars spent on preventative maintenance per quarter in a single year. Note: Quarterly results are subject to change.

(Qtr Measurement Method: Total planned maintenance cost/ Total maintenance cost)

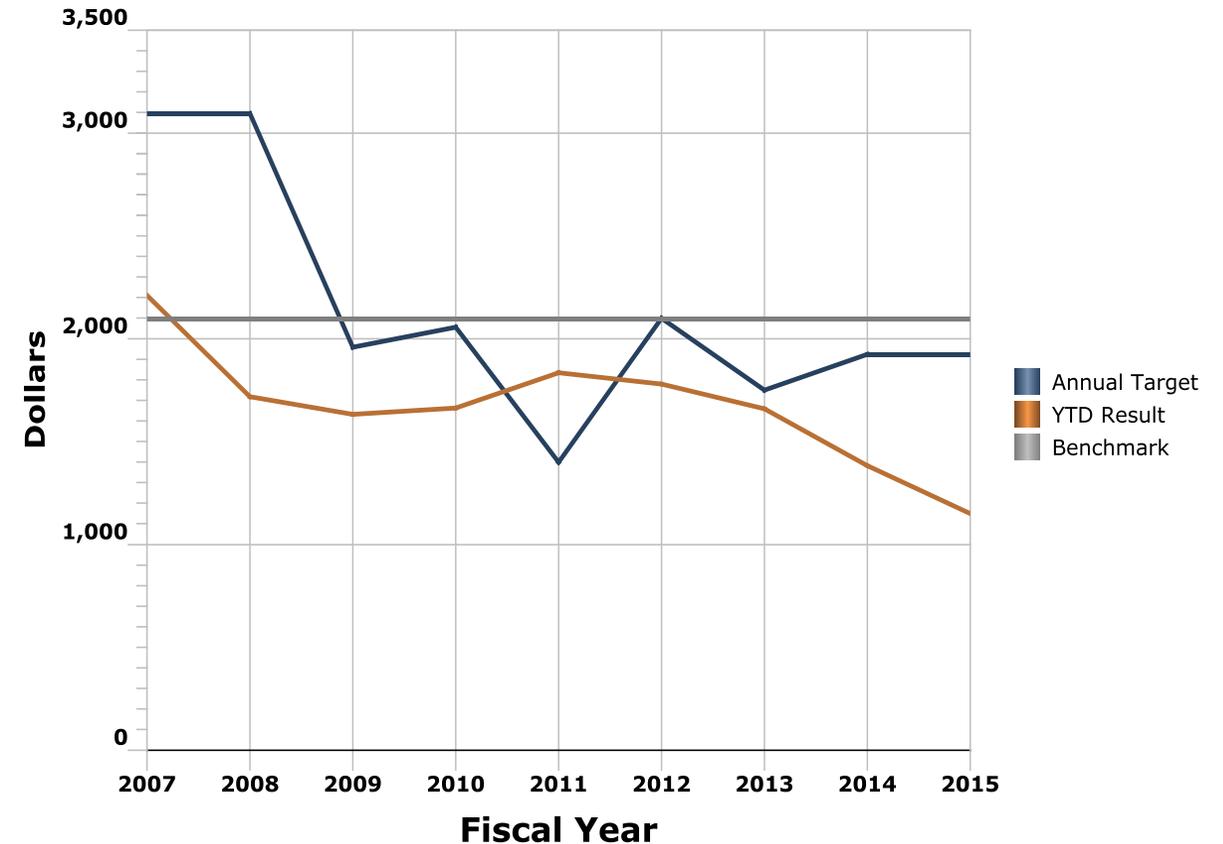
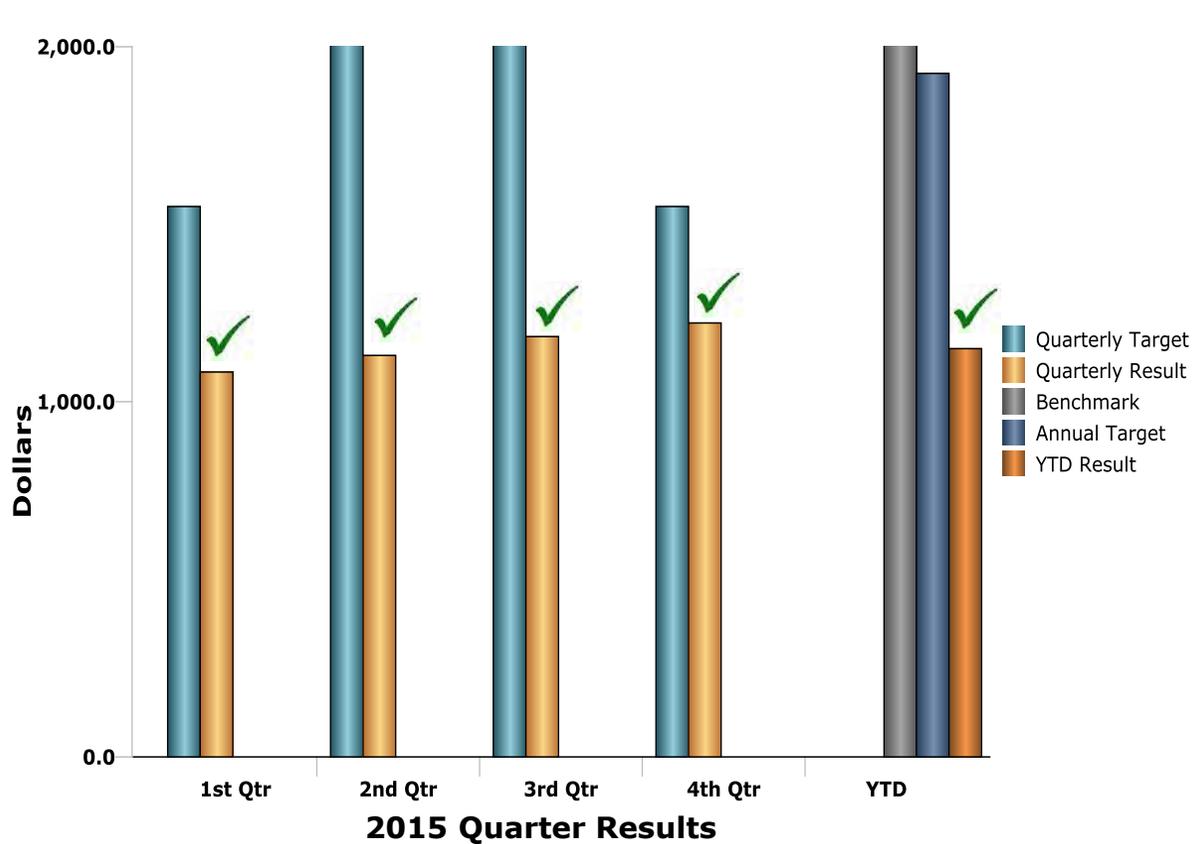
Direct Cost of Treatment per MGD (QualServe) 5.2.505



Measure 5.2.505, Direct Cost of Treatment per MGD, aims to be below all set targets in order to have no more than \$1050 per MG spent on wastewater treatment per quarter in a single year.

(Qtr Measurement Method: Total O&M costs directly attributable to sewer treatment / Total volume in MG for one quarter
 Total O&M Costs = (power cost)+(staff cost without overhead)+(chemical cost)+(equipment cost) / Million Gallons Processed)

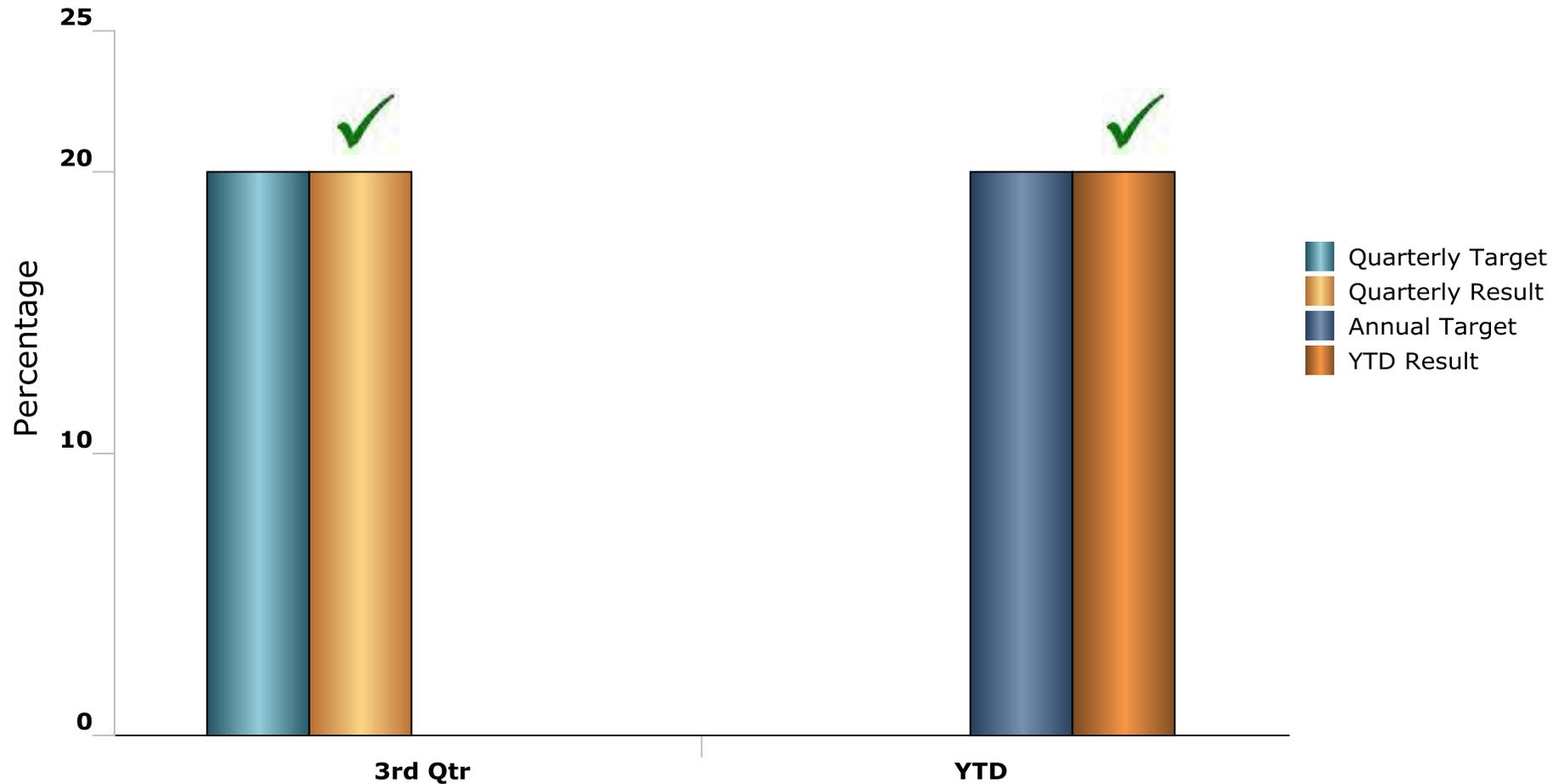
O & M Cost Per MGP of Wastewater (QualServe) 5.2.506



Measure 5.2.506, O & M Cost per MGP of Wastewater, aims to be below all set targets in order to have no more than \$1925 per MG spent on O&M for wastewater treatment per quarter in a single year.

(Qtr Measurement Method: Total O&M cost (less depreciation) / Volume in MG processed during the reporting period
 Total O&M Cost (less depreciation) = (power cost)+(staff cost)+(chemical cost)+(equipment cost) / MGP)

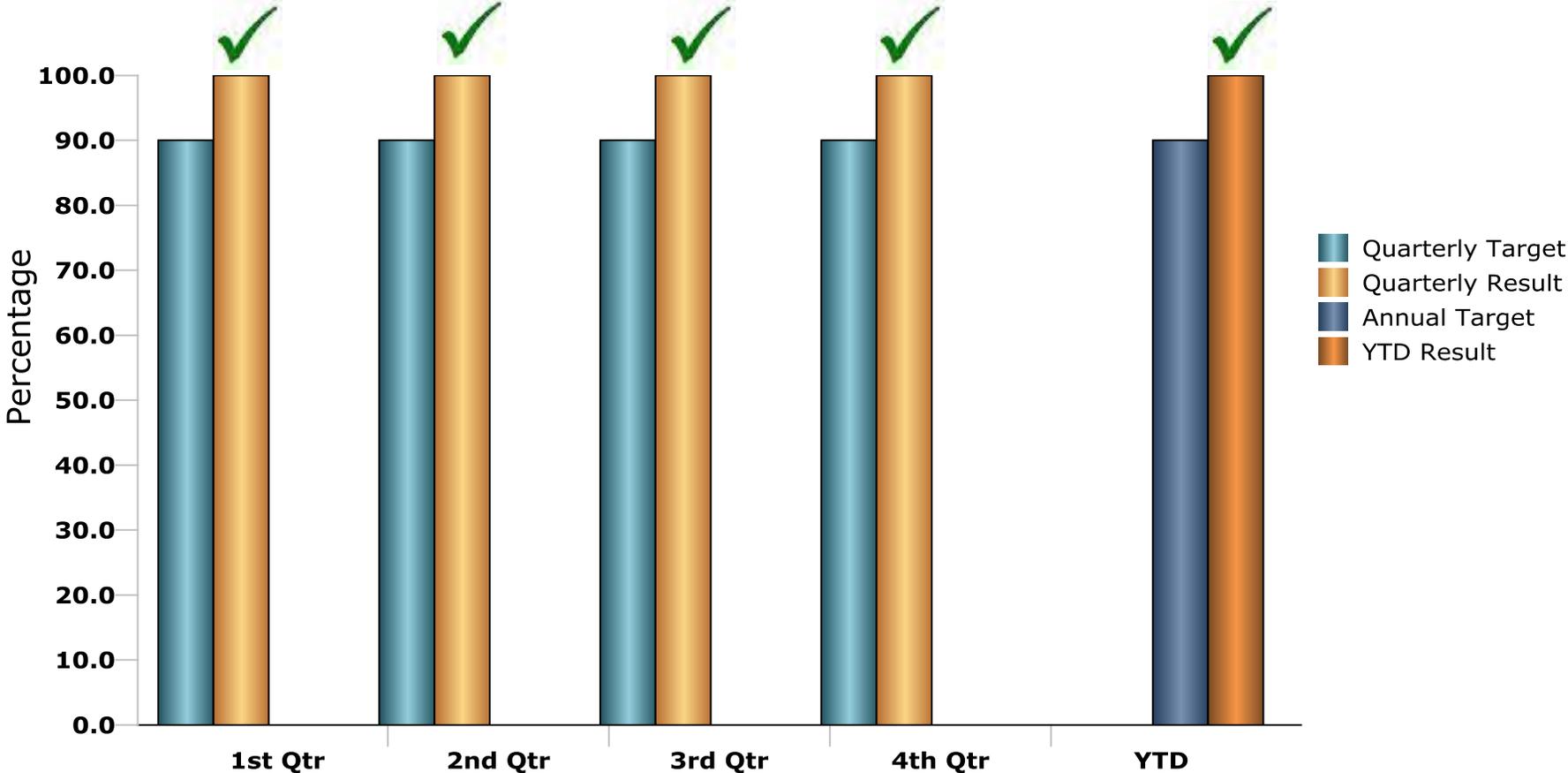
Leak Detection Program 5.2.520



Measure 5.2.520, Leak Detection Program, is an annual measure reported in the 3rd quarter and will be on target when 20% of the distribution system is surveyed for leaks per year.

(Qtr and YTD Measurement Method: % of potable distribution pipelines surveyed. The calculation is miles of pipe surveyed divided by total miles of pipe x 100)

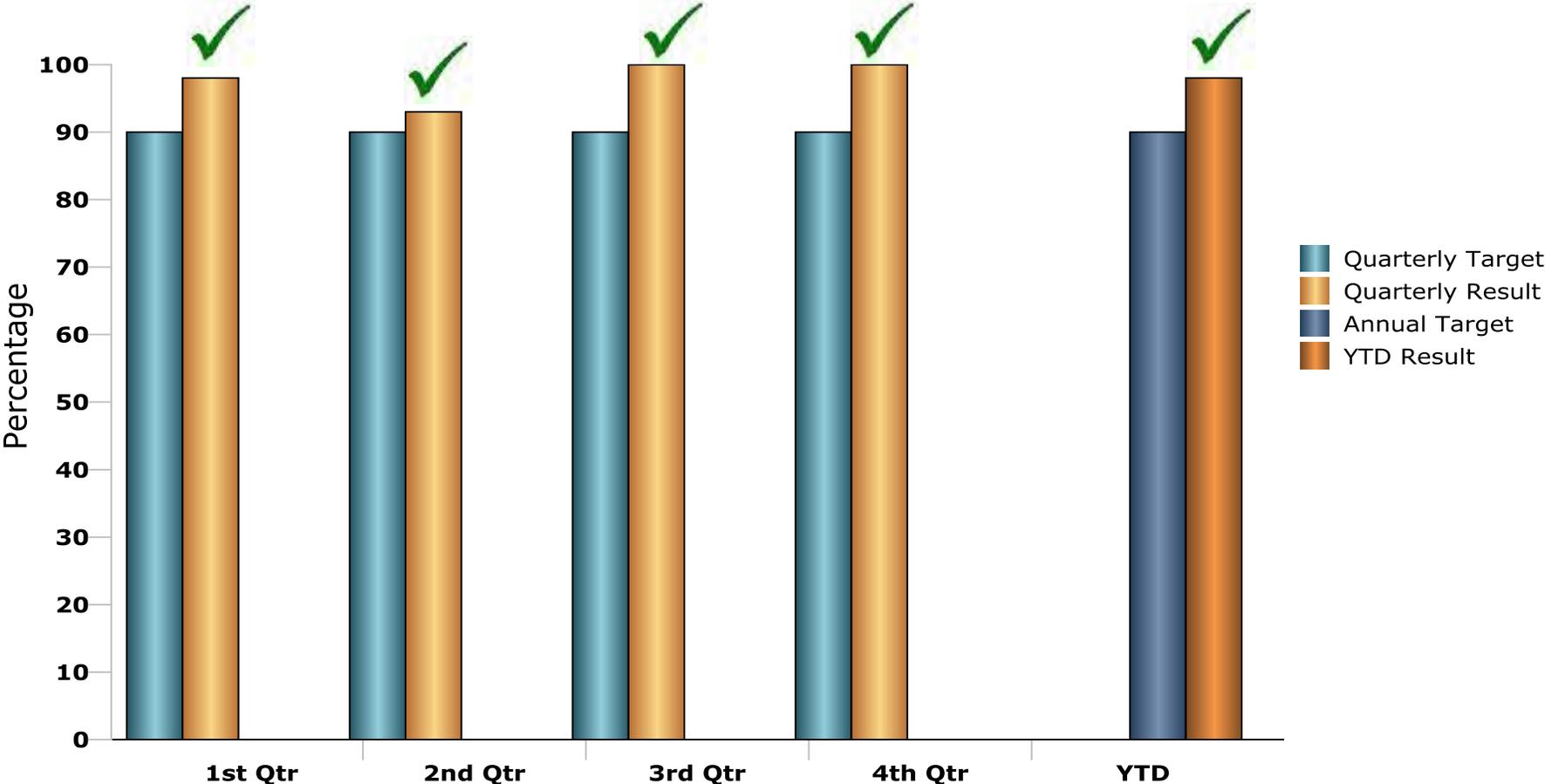
Percent of PMs Completed - Fleet Maintenance 5.3.507



Measure 5.3.507, % PMs Completed – Fleet Maintenance, aims to be above all set targets in order to have no less than 90% of the scheduled PMs completed per quarter in a single year.

(Qtr and YTD Measurement Method: # of PM's completed for the quarter/ # of PM's scheduled to be completed for the quarter)

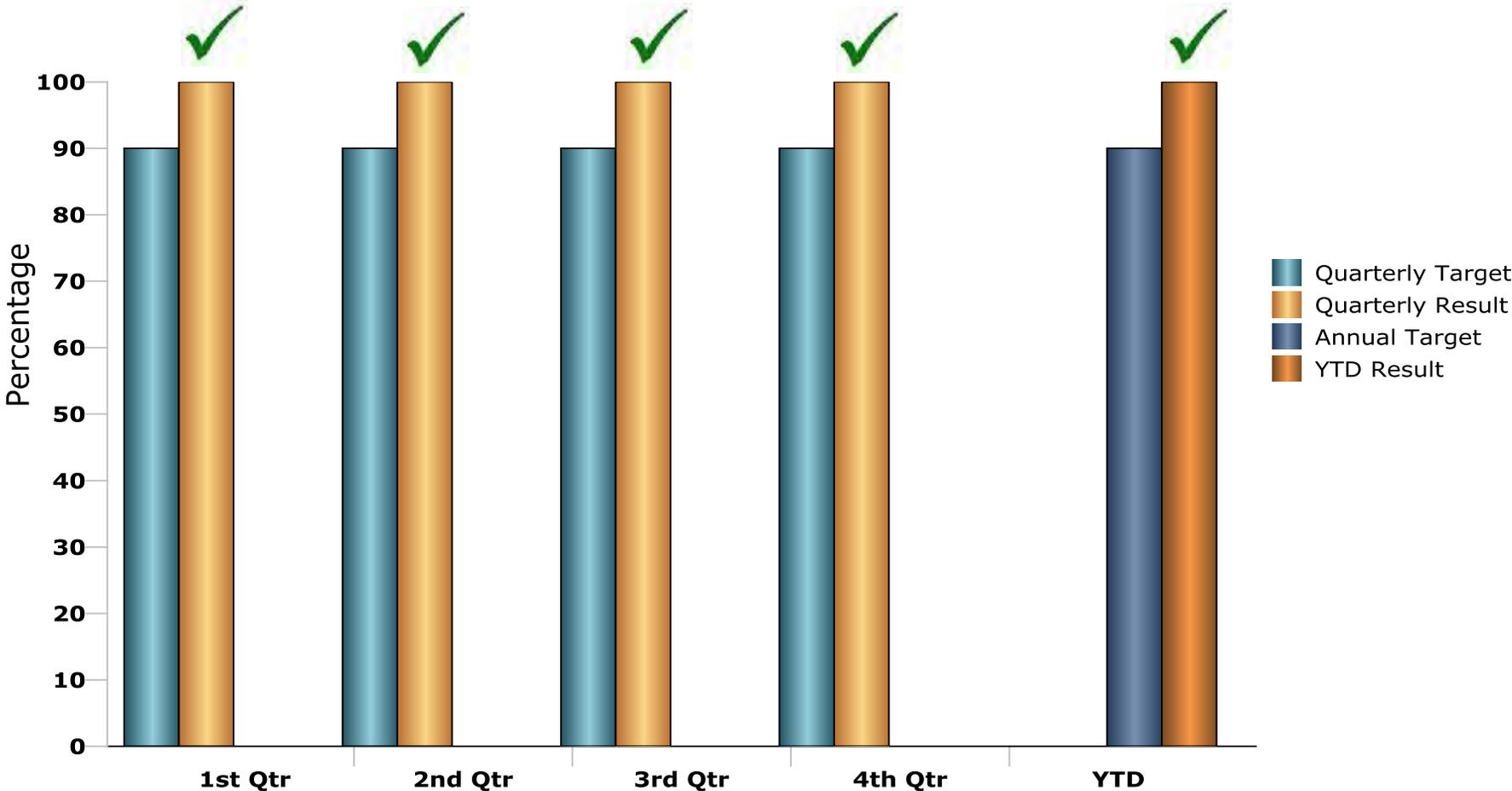
Percent of PMs Completed - Reclamation Plant 5.3.508



Measure 5.3.508, % PMs Completed – Reclamation Plant, aims to be above all set targets in order to have no less than 90% of the scheduled PMs completed per quarter in a single year.

(Qtr and YTD Measurement Method: # of PM's completed for the quarter/ # of PM's scheduled to be completed for the quarter)

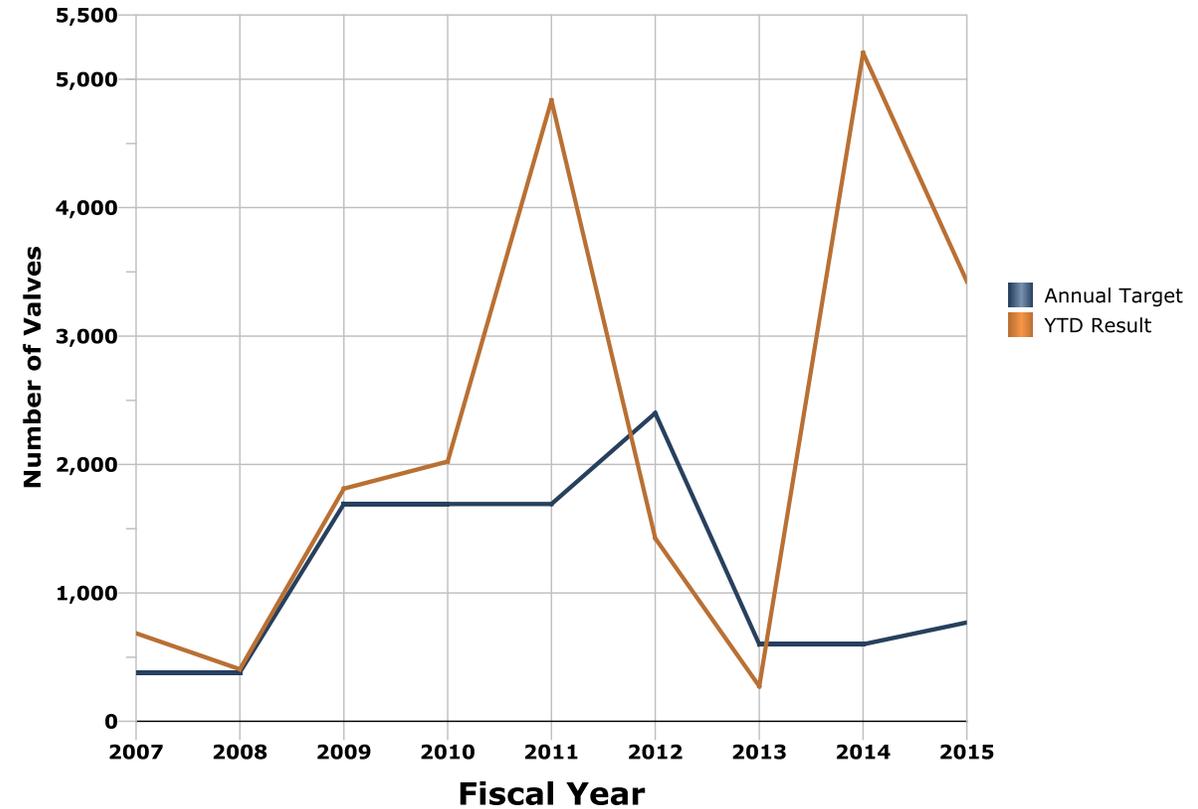
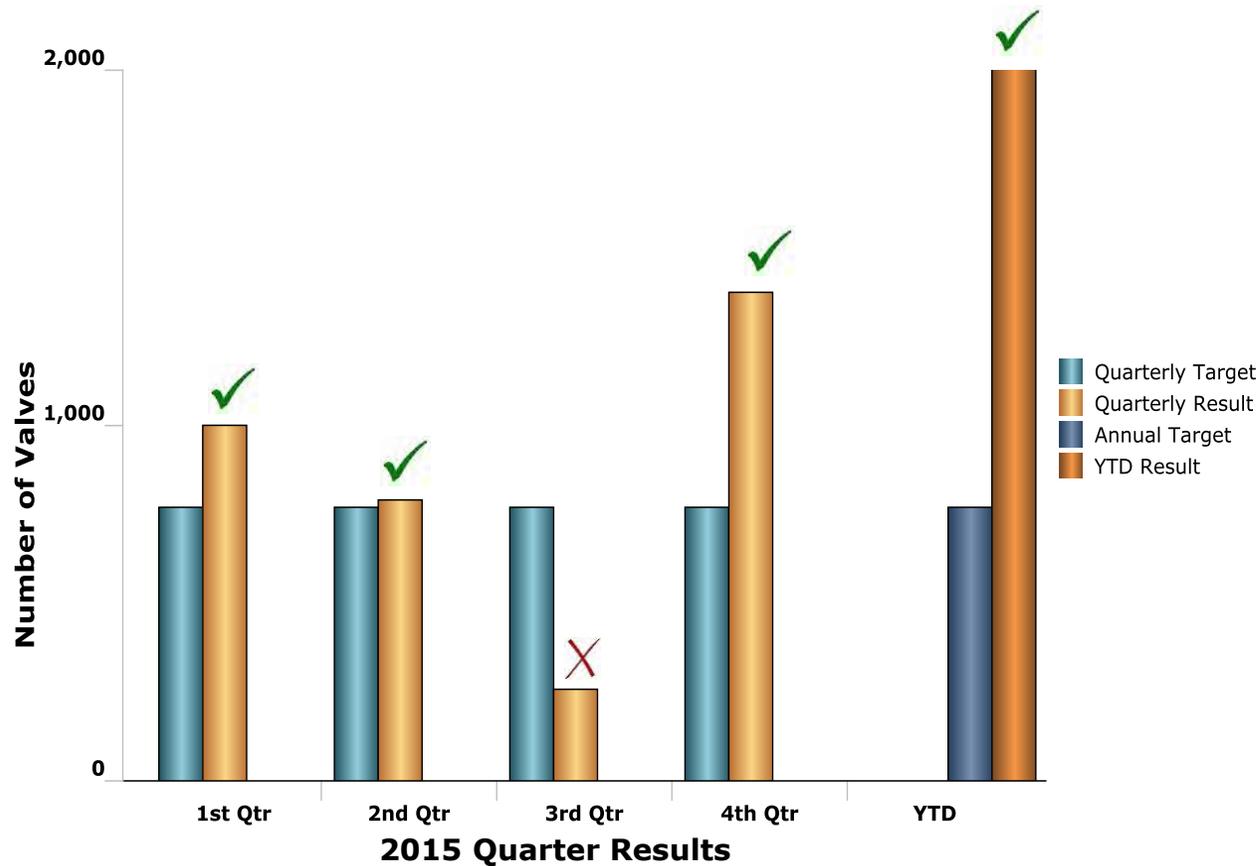
Percent of PMs Completed - Pump/Electric Section 5.3.509



Measure 5.3.509, % PMs Completed - Pump/Electric Section, aims to be above all set targets in order to have no less than 90% of the scheduled PMs completed per quarter in a single year.

(Qtr and YTD Measurement Method: # of PM's completed for the quarter / # of PM's scheduled to be completed for the quarter)

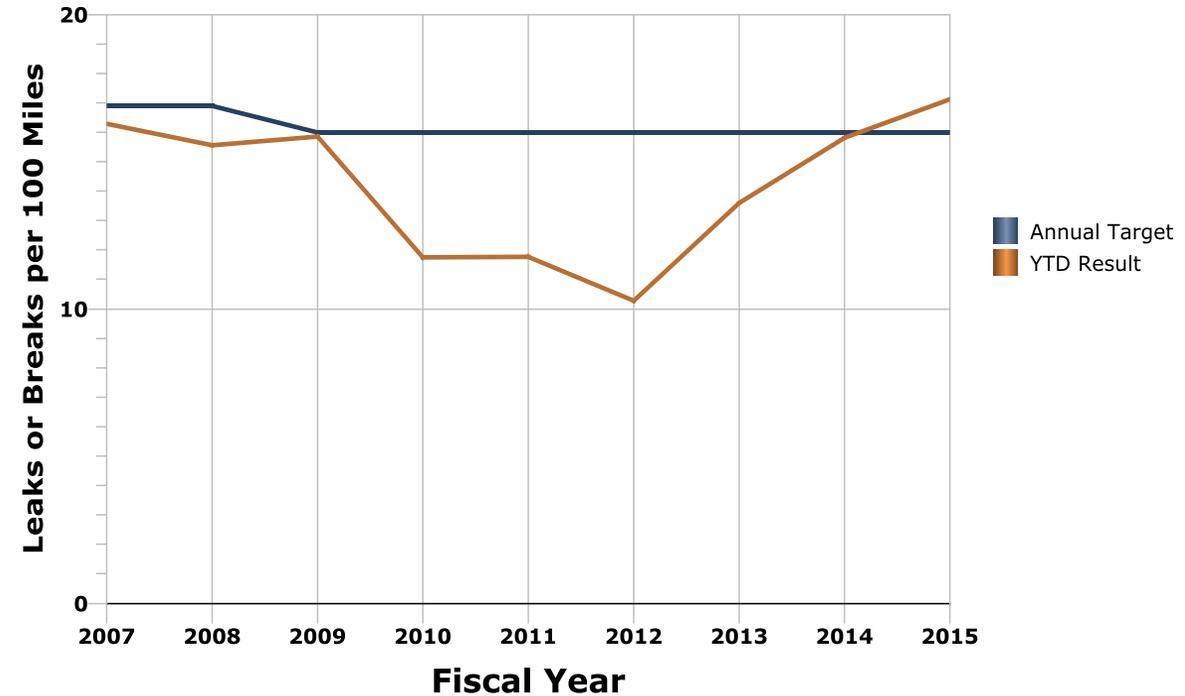
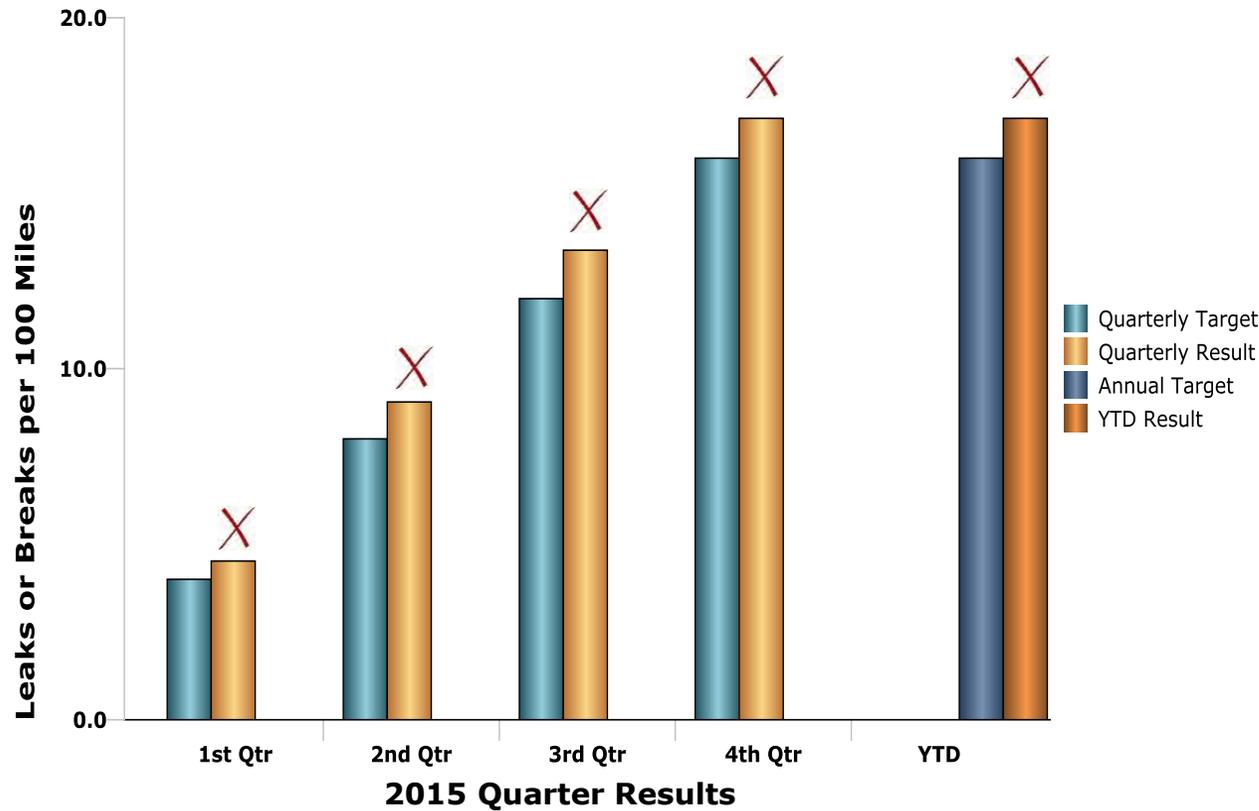
System Valve Exercising Program 5.3.511



Measure 5.3.511, Valve Exercising Program, aims to be above all set targets in order to have no less than 770 valves exercised each quarter in a single year.

(Qtr and YTD Measurement Method: Actual number of valves exercised per quarter / 770 valves per quarter)

Potable Water Distribution System Integrity (QualServe) 5.3.512

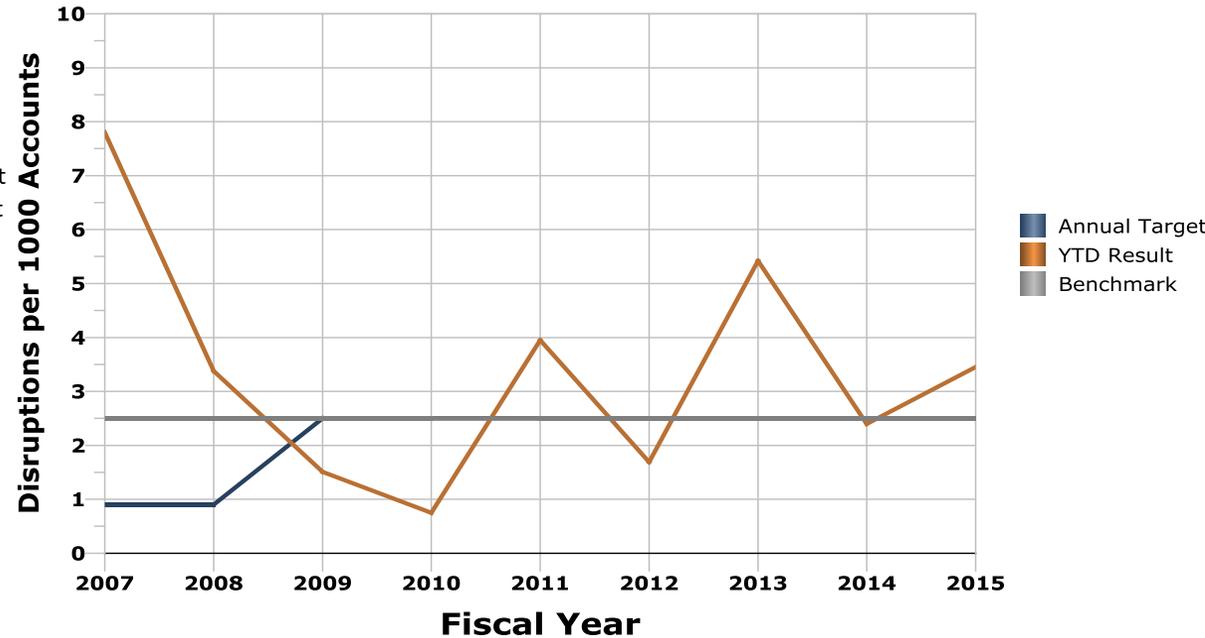
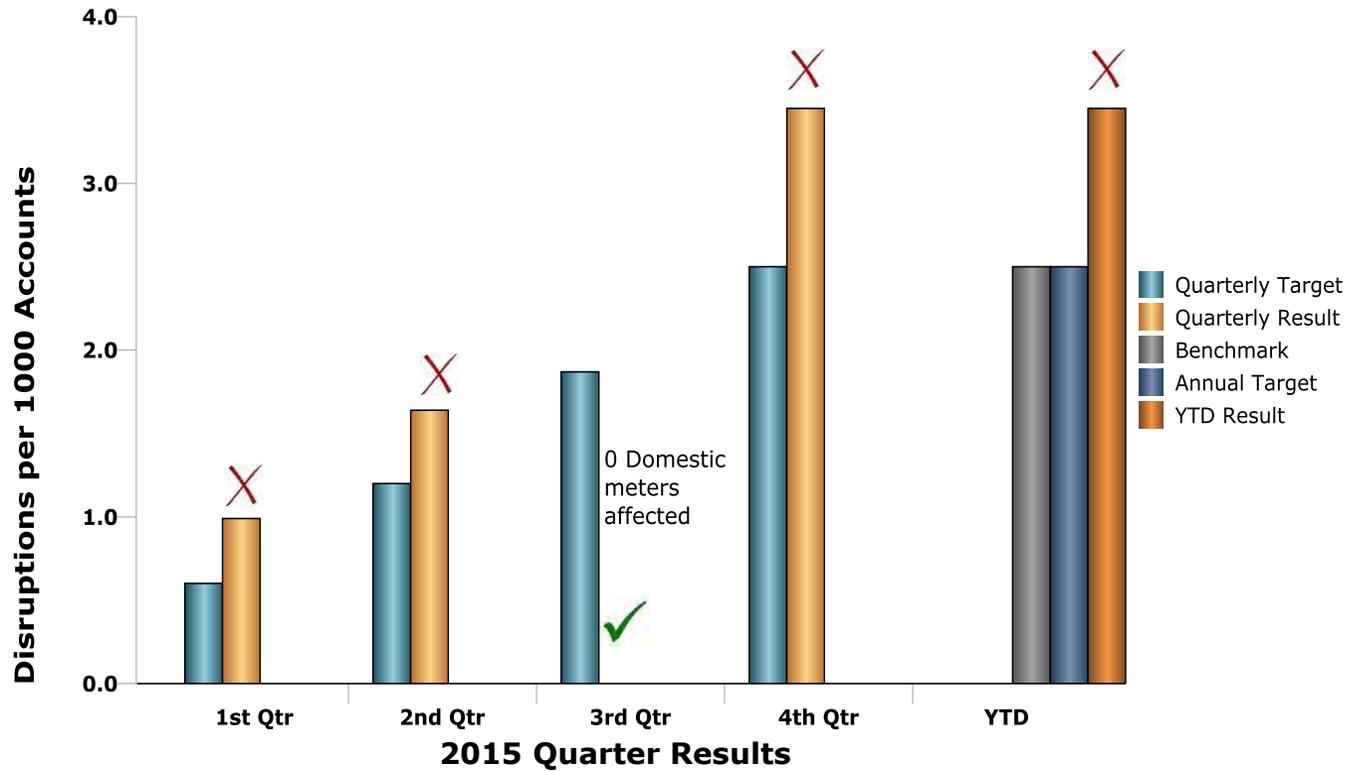


Measure 5.3.512, Water Distribution System Integrity, aims to be below all set targets in order to have no more than 16 leaks and breaks per 100 miles of distribution piping in a single year.

(Qtr Measurement Method: $[100 \text{ (annual total number of leaks + annual total number of breaks)}] / \text{total miles of distribution piping}$)

Annual total distribution system integrity rate equal to 16)

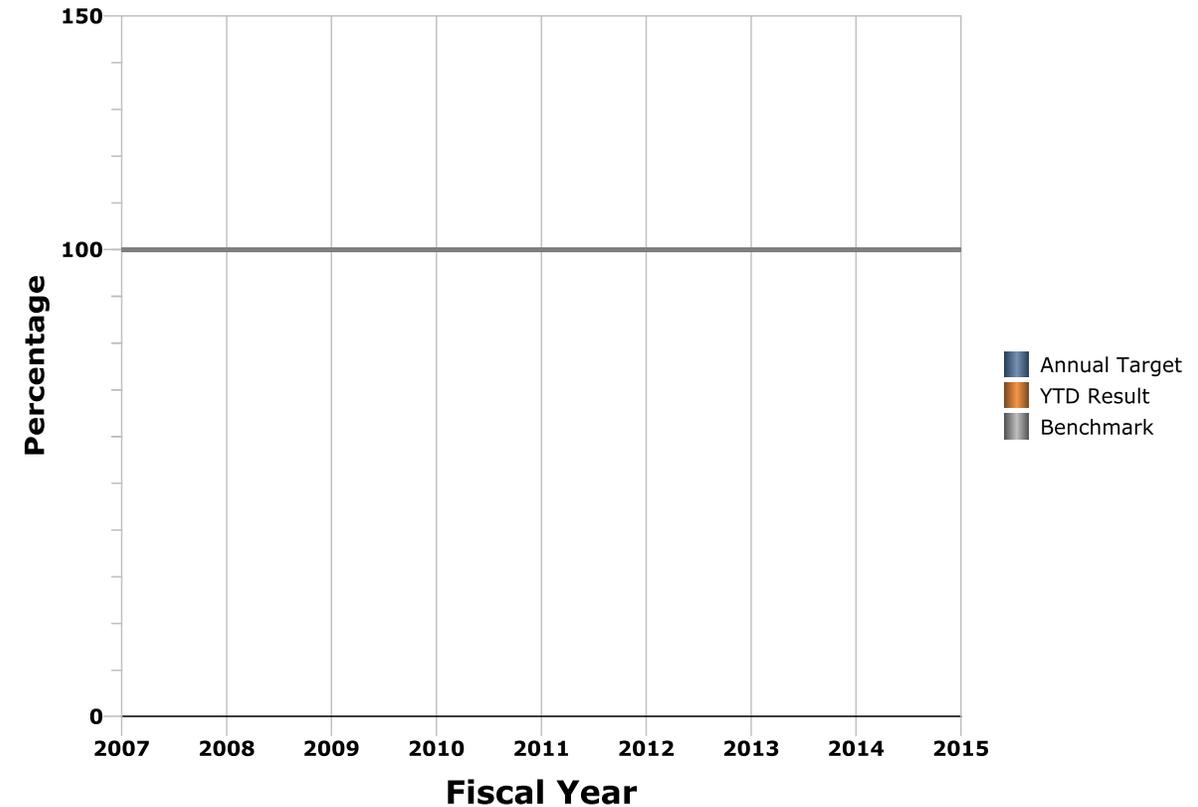
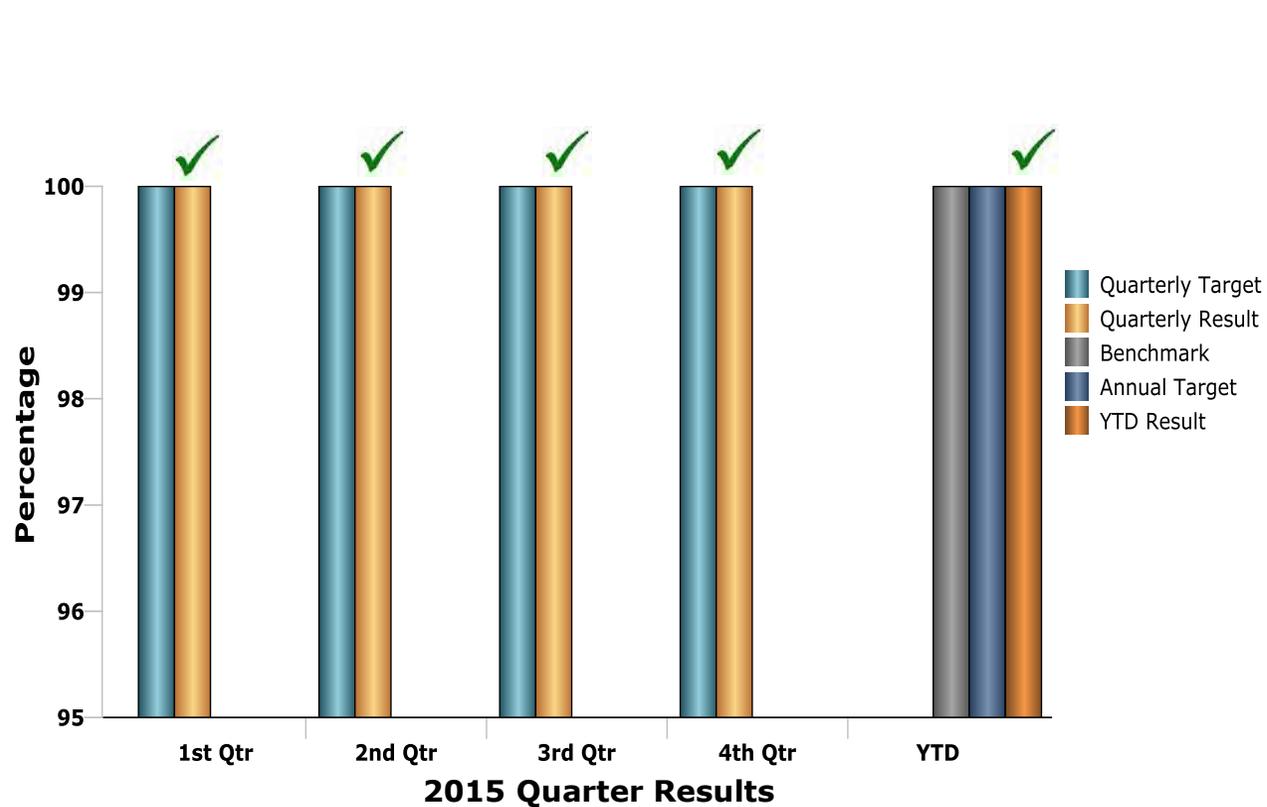
Planned Water Service Disruption Rate (QualServe) 5.3.513



Measure 5.3.513, Planned Water Service Disruption Rate, aims to be below all set targets in order to have no more than 2.5 planned outages per 1,000 accounts per quarter in a single year. Note: This measure is expressed as number of accounts affected per 1,000 accounts.

(Qtr Measurement Method: $(1000 \times \# \text{ of customer experiencing disruption}) / \# \text{ of active customer accounts per year}$)

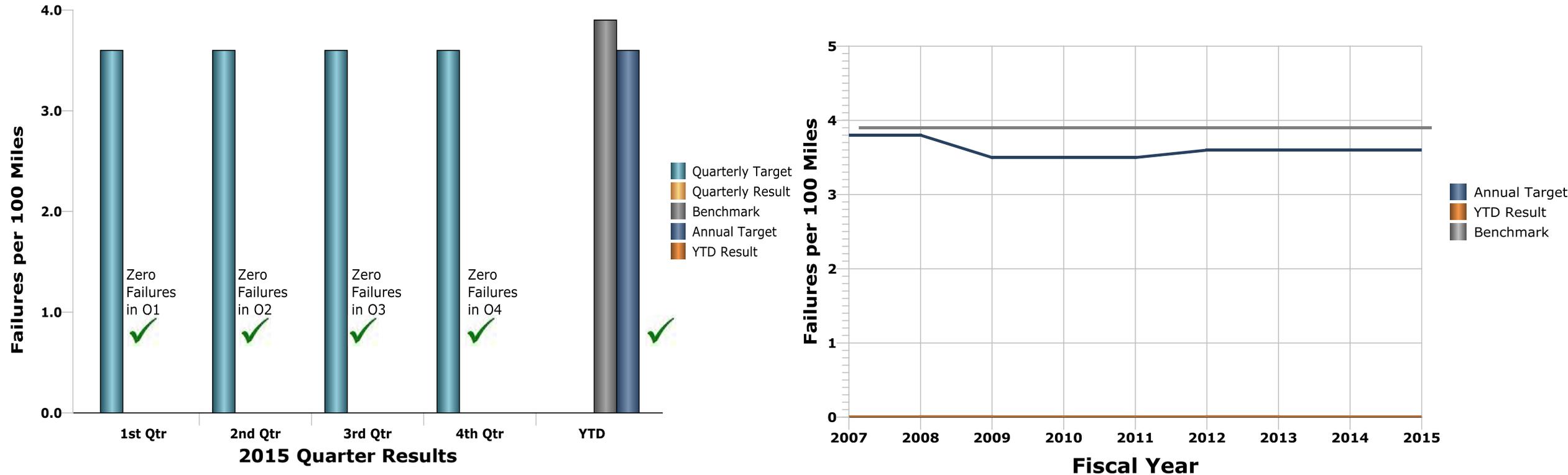
Potable Water Compliance Rate (QualServe) 5.3.514



Measure 5.3.514, Drinking Water Compliance Rate, aims to be no less than 100% every quarter in order to ensure the District meets all of the health related drinking water standards everyday for a single year.

(Qtr and YTD Measurement Method: $(100 \times \# \text{ of days the primary health regulations are met}) / \# \text{ of days in the quarter}$)

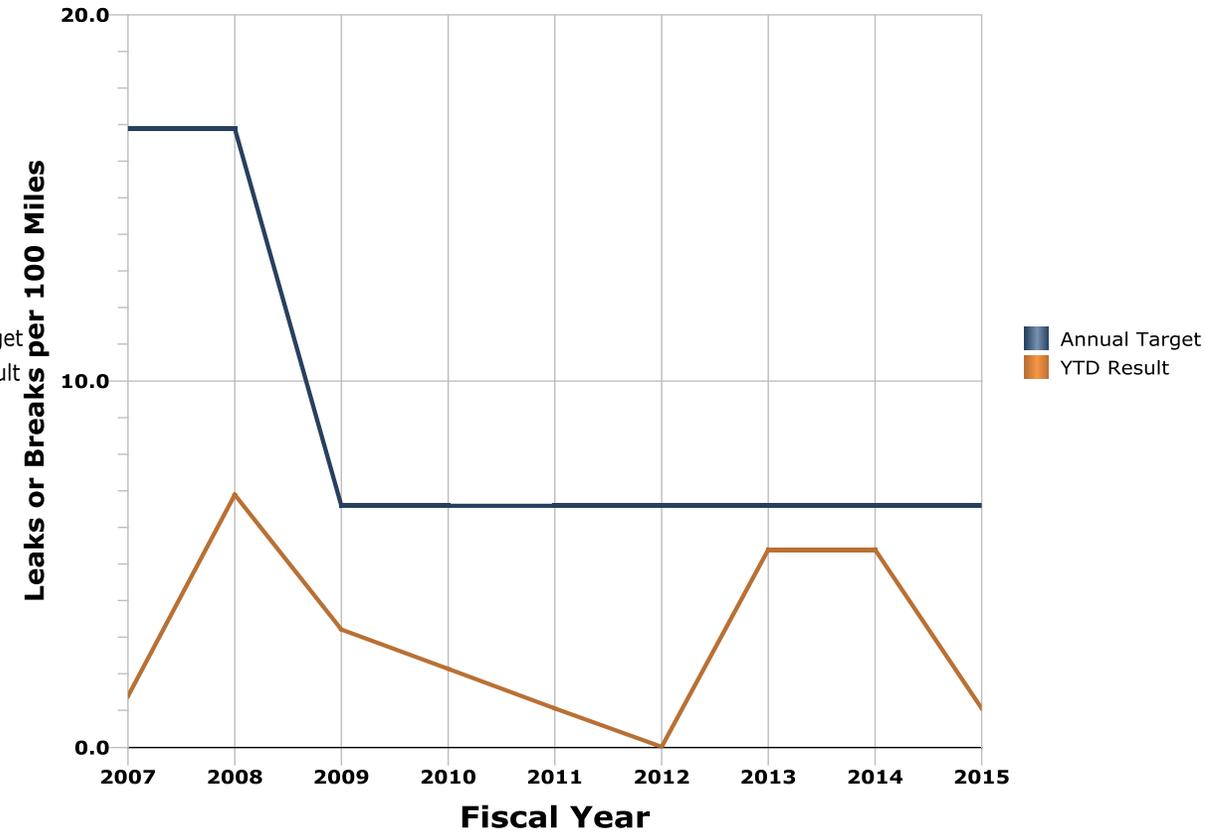
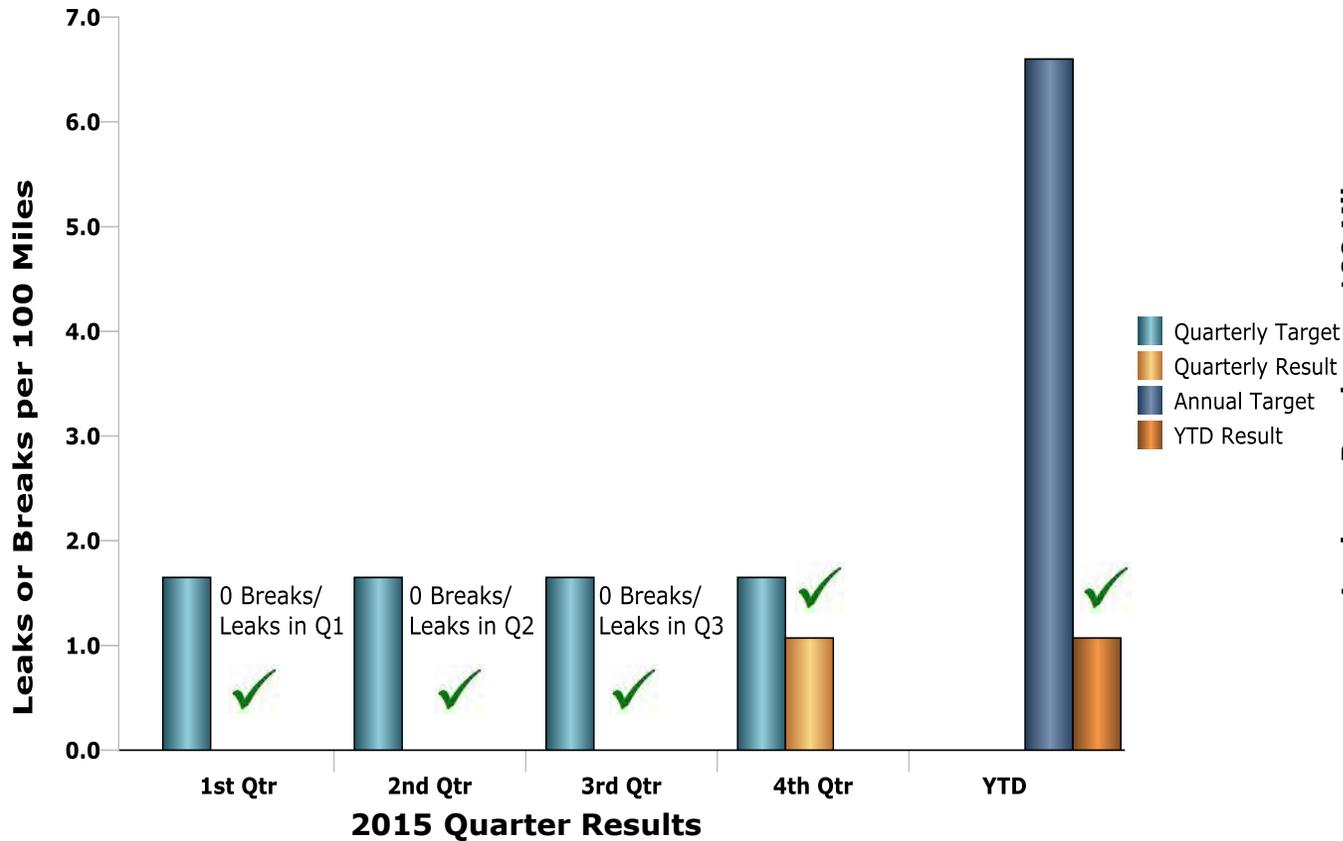
Collection System Integrity (QualServe) 5.3.515



Measure 5.3.515, Collection System Integrity, aims to be below all set targets in order to have no more than 3.5 wastewater collection system failures per 100 miles of collection system pipeline in a single year.

(Qtr and YTD Measurement Method: $(100 \times \text{total \# of collection system failures during the year}) / \text{total miles of collection system piping}$)

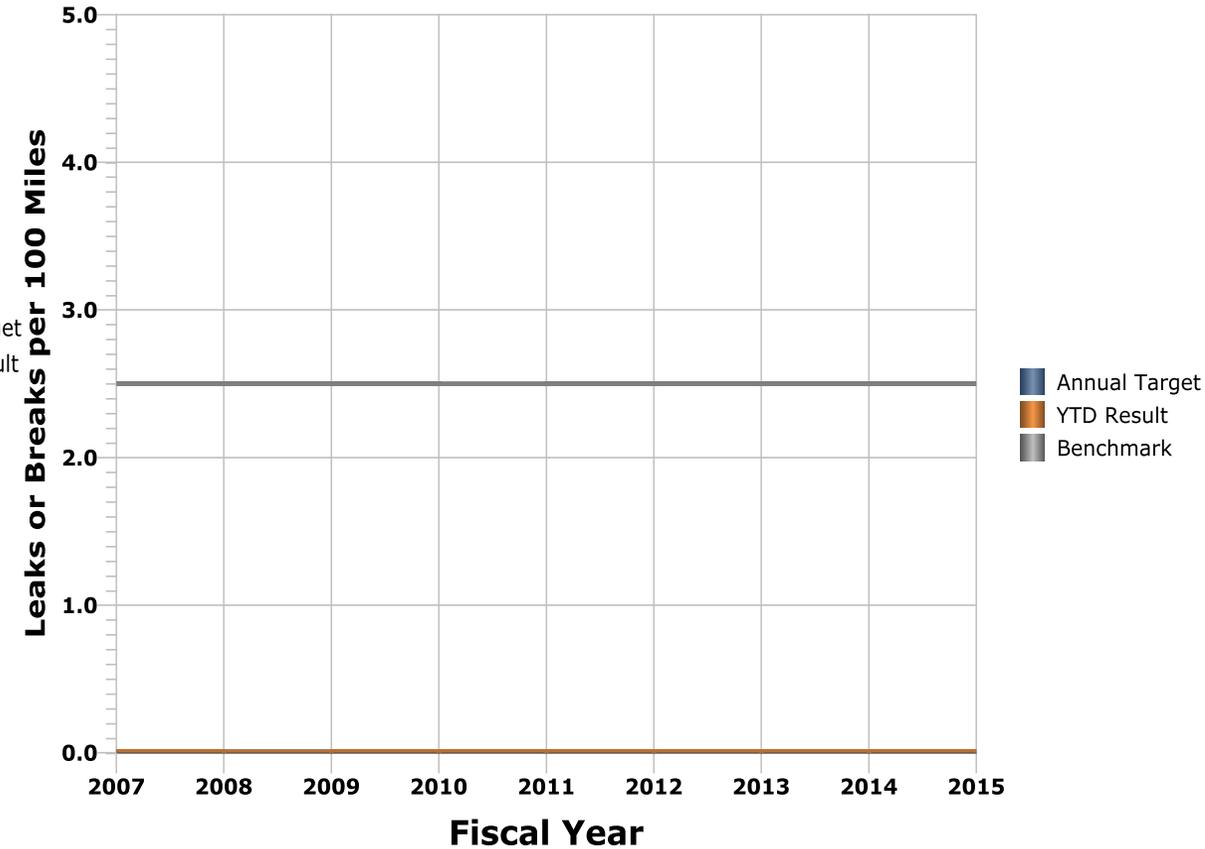
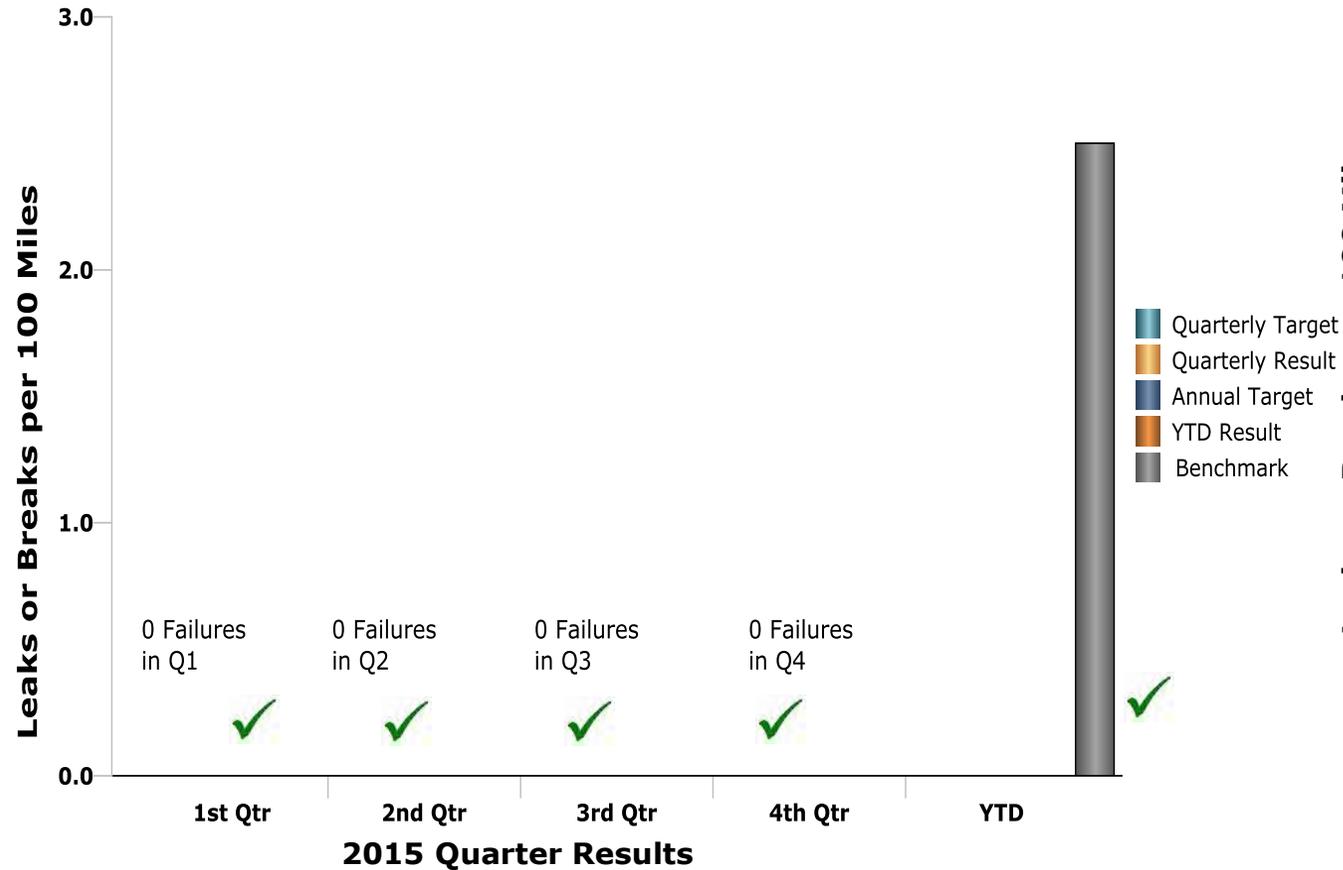
Recycled Water System Integrity 5.3.517



Measure 5.3.517, Recycled Water System Integrity, aims to be below all set targets in order to have no more than 6.6 leaks or breaks per 100 miles of recycled distribution system in a single year.

(Qtr and YTD Measurement Method: $(100 \times \text{\#of leaks or breaks}) / \text{\# of miles of distribution system}$)

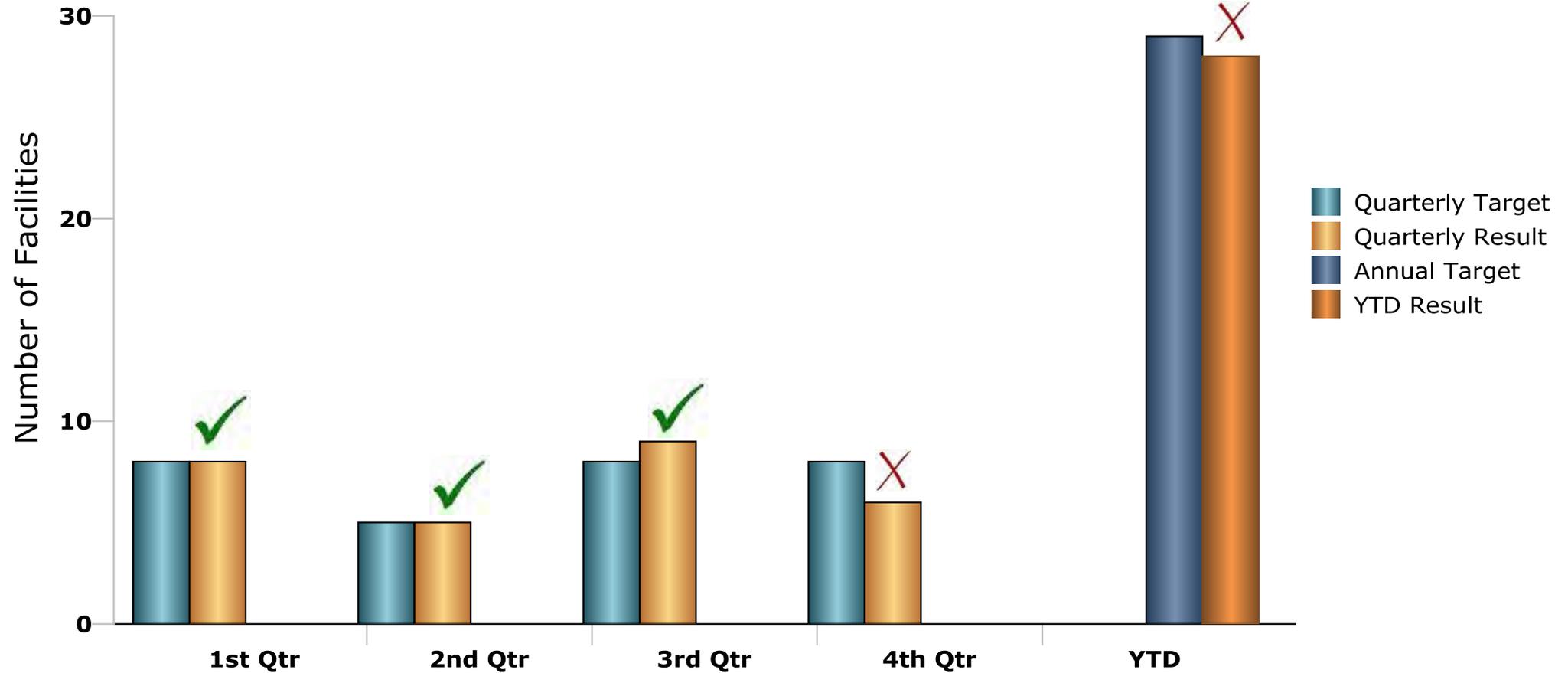
Sewer Overflow Rate (QualServe) 5.3.518



Measure 5.3.518, Sewer Overflow Rate, aims to have no overflows.

(Qtr and YTD Measurement Method: $(100 \times \text{total \# of sewer overflows during the reporting period}) / \text{total miles of pipe in the sewage collection system}$)

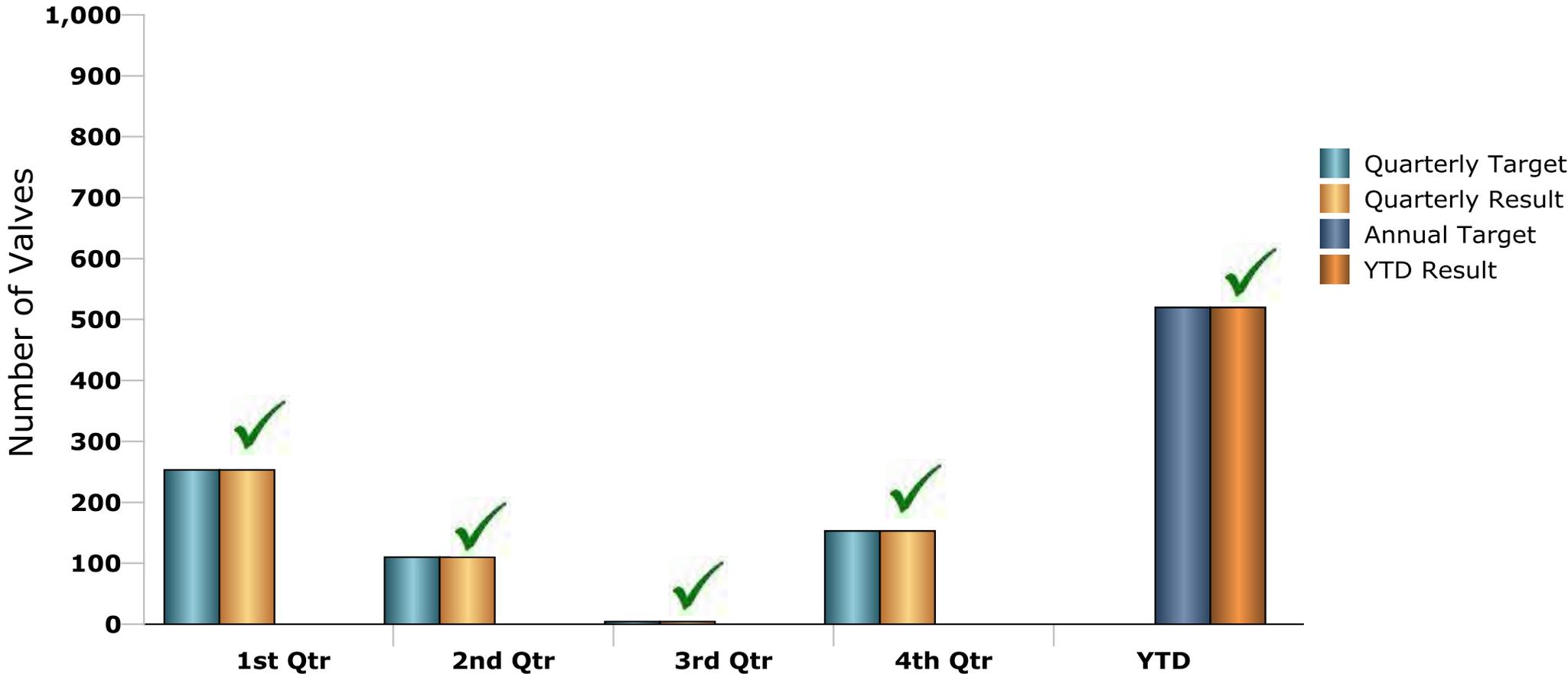
Emergency Facility Testing 5.3.519



Measure 5.3.519, Emergency Facility Testing, aims to meet all set targets in order to have to all District facilities tested per year.

(Qtr Measurement Method: Cumulative # of facilities tested)

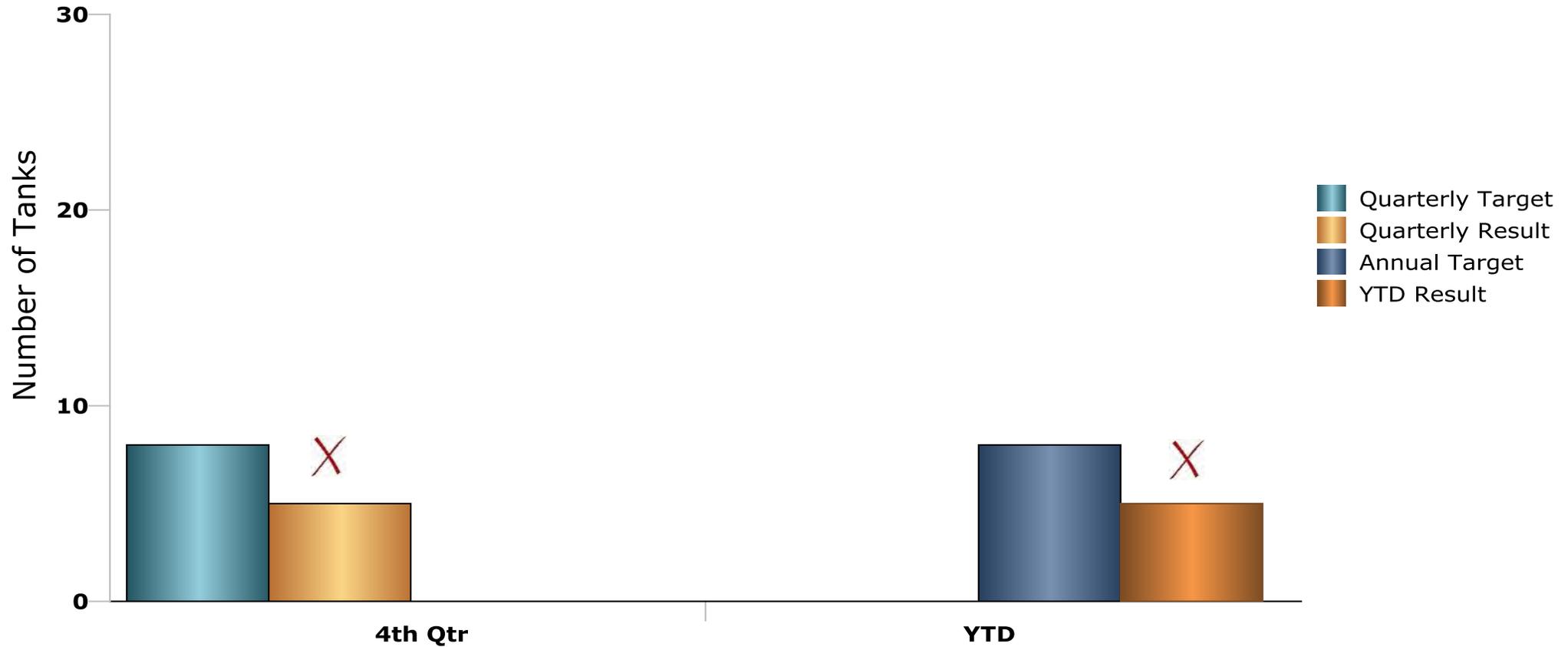
Critical Valve Exercising Program 5.3.525



Measure 5.3.525, Critical Valve Exercising Program, aims to be above all set targets in order to have no less than 520 critical valves exercised in a single year.

(Qtr and YTD Measurement Method: Cumulative number of critical valves exercise)

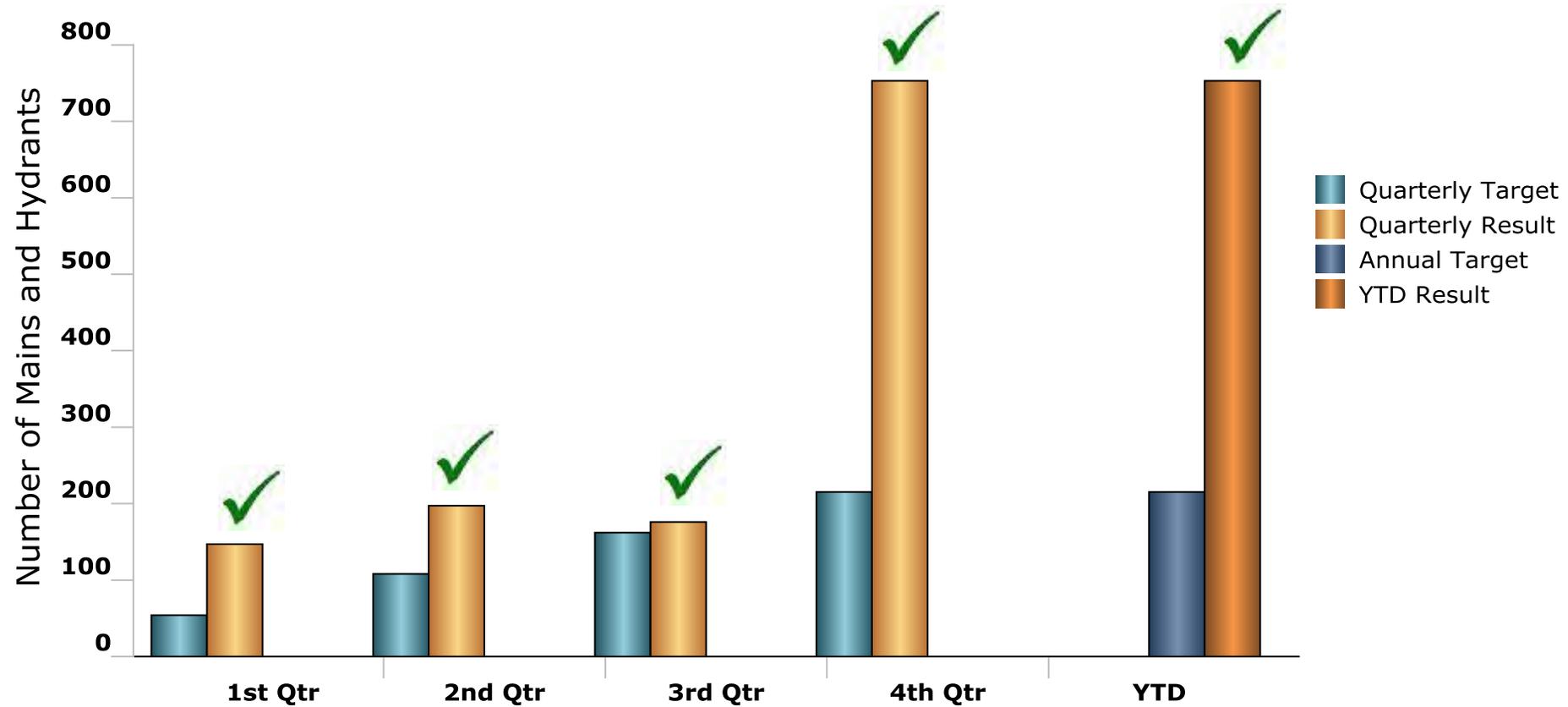
Tank Inspection and Cleaning 5.4.521



Measure 5.3.521, Tank Inspection and Cleaning, aims to meet set target in order to have eight tanks inspected and cleaned per year. Inspection and cleanings will happen during the 4th Quarter.

(Qtr and YTD Measurement Method: # of tanks cleaned and inspected annually)

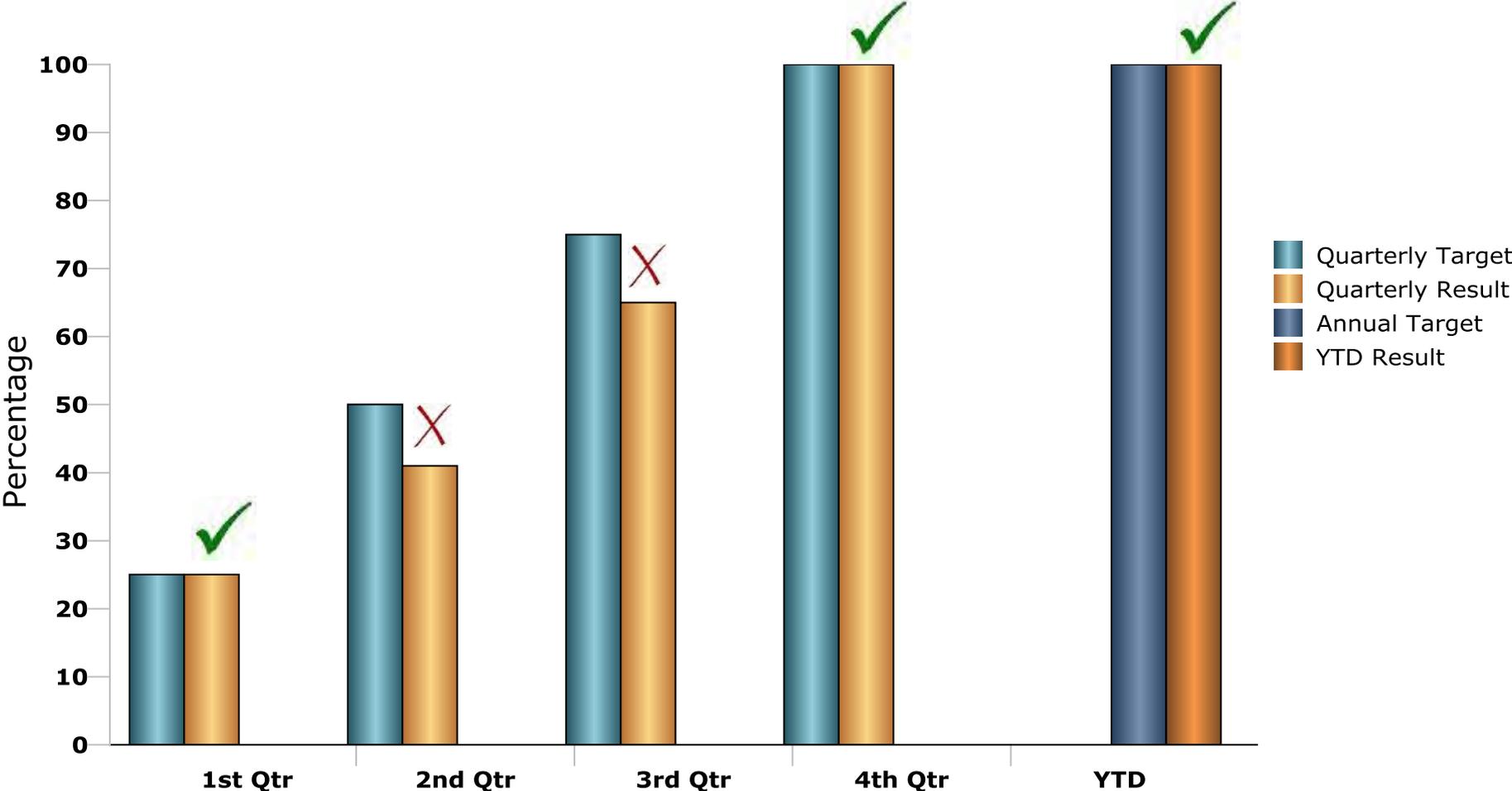
Main Flushing and Fire Hydrant Maintenance 5.4.522



Measure 5.3.522, Main Flushing and Fire Hydrant Maintenance, aims to be above all set targets in order to have no less than 215 mains flushed and fire hydrants maintained per quarter in a single year.

(Qtr Measurement Method: Cumulative number of mains flushed plus hydrants maintained
YTD Measurement Method: # of mains flushed and fire hydrants maintained per year. The target of 215 is comprised of 165 hydrants maintained and 50 mains flushed per quarter)

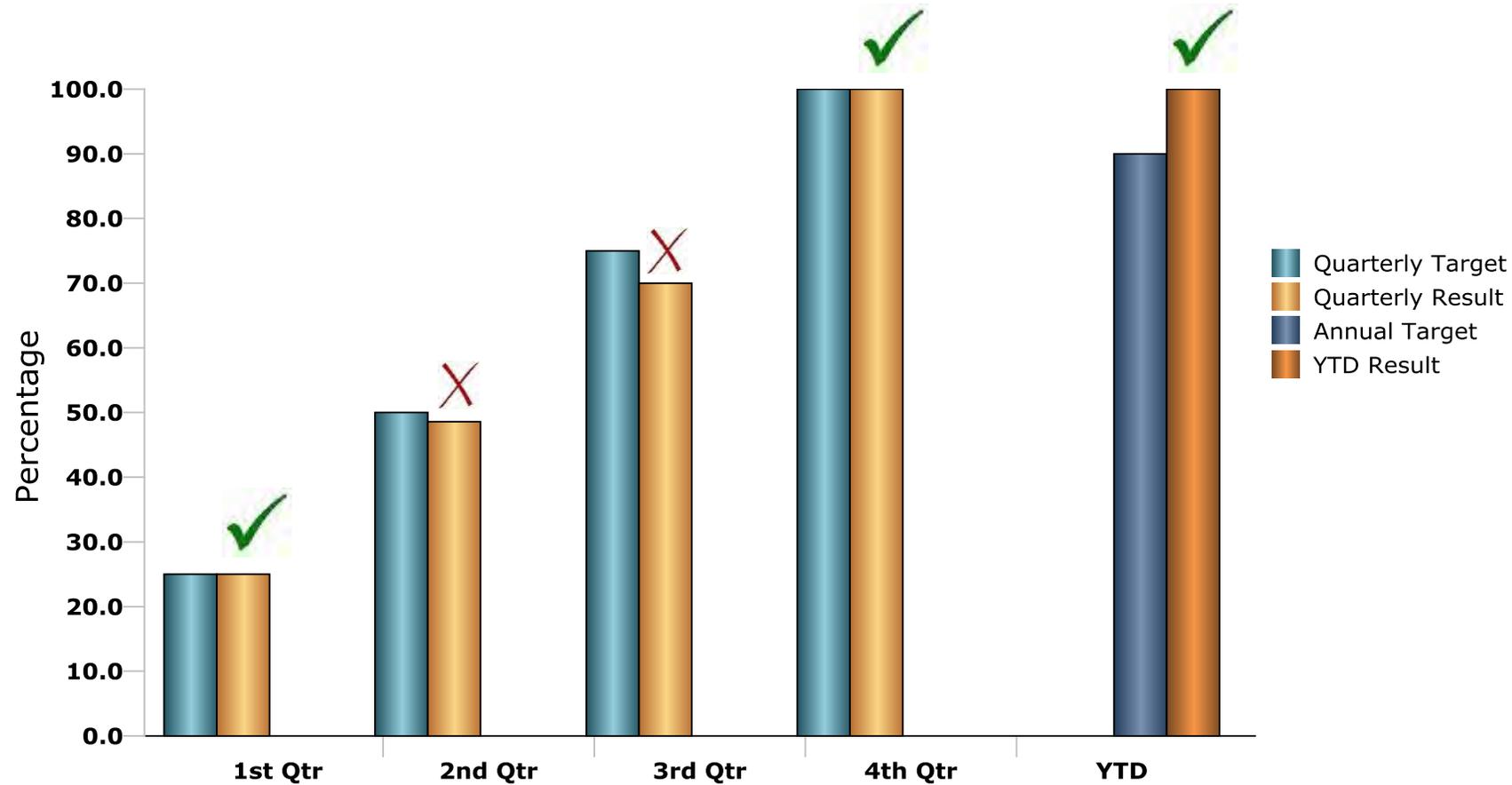
Annual Recycled Water Site Inspections 5.4.523



Measure 5.3.523, Annual Recycled Water Site Inspections, aims to be above all set targets in order to have 100% of recycled sites inspected per year.

(Qtr Measurement Method: Cumulative percentage of recycled sites inspected per quarter
YTD Measurement Method: Percentage of recycled sites inspected per year of those required by DEH)

Recycled Water Shutdown Testing 5.4.524



Measure 5.3.523, Recycled Water Shutdown Testing, aims to be above all set targets in order to have no less than 90% of recycled site shutdown tests performed per year compared to those scheduled.

(Qtr Measurement Method: Cumulative % of recycled site shutdown tests performed per year

YTD Measurement Method: % of shutdown tests performed per year compared to those scheduled)