

**AGENDA**  
**REGULAR BOARD MEETING OF THE**  
**SAN ELIJO JOINT POWERS AUTHORITY**  
**JANUARY 21, 2025 AT 8:30 A.M.**  
**SAN ELIJO WATER CAMPUS – BOARD MEETING ROOM**  
**2695 MANCHESTER AVENUE**  
**CARDIFF BY THE SEA, CALIFORNIA**

---

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ORAL COMMUNICATIONS/PUBLIC COMMENT PERIOD (NON-ACTION ITEM)
5. NEW HIRES, AWARDS AND RECOGNITION  
San Elijo Joint Powers Authority New Hires –  
Ryan Aguilar, Operator-in-Training, December 3, 2024  
  
Recognition of Recent Achievement –  
Miguel Becerra – Mechanical Technologist Certification – Grade II  
Tyler Cook – Wastewater Treatment Plant Operator – Grade V  
Evan Fox – Wastewater Treatment Plant Operator – Grade II  
Winston Friedly – Electrical and Instrumentation Certification – Grade I  
Javier Perez – Laboratory Analyst Certification – Grade I  
Yani Reyes-Heyer – Associates of Science Degree – Business Administration
6. \* **CONSENT CALENDAR**
7. \* [APPROVAL OF MINUTES FOR DECEMBER 10, 2024 MEETING](#)
8. \* [APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS – DECEMBER 2024](#)
9. \* [WASTEWATER TREATMENT REPORT – NOVEMBER 2024](#)
10. \* [RECYCLED WATER REPORT – NOVEMBER 2024](#)
11. \* [REPORTABLE MEETINGS](#)
12. \* [AWARD CONTRACT FOR TOXICITY TESTING SERVICES FOR FISCAL YEARS 2025-2028](#)

13. \* [AUTHORIZE CHANGE ORDER NO. 10 FOR THE BIOSOLIDS DEWATERING FACILITY IMPROVEMENT PROJECT](#)

14. \* ITEMS REMOVED FROM CONSENT CALENDAR

*Items on the Consent Calendar are routine matters and there will be no discussion unless an item is removed from the Consent Calendar. Items removed by a "Request to Speak" form from the public will be handled immediately following adoption of the Consent Calendar. Items removed by a Board Member will be handled as directed by the Board.*

**REGULAR AGENDA**

15. [2025 ELECTION OF OFFICERS AND BOARD MEETING SCHEDULE](#)

1. Appoint Chairperson and Vice-Chairperson for the 2025 SEJPA Board of Directors;
2. Select regular meeting schedule for 2025; and
3. Discuss and take action as appropriate.

Staff Reference: General Manager

16. [CAPITAL PROGRAM UPDATE](#)

No action required. This memorandum is submitted for information only.

Staff Reference: Director of Infrastructure and Sustainability

17. [AWARD CONSTRUCTION PHASE CONTRACTS FOR THE STORMWATER CAPTURE AND REUSE PROJECT](#)

1. Authorize the General Manager to award and execute a contract for the construction of the Stormwater Capture and Reuse Project to Canyon Springs Enterprises in the lump sum amount of \$1,119,300;
2. Authorize the General Manager to execute Amendment 1 to the professional services agreement with Dudek for engineering services during construction for the Project in an amount not to exceed \$35,000;
3. Authorize the General Manager to execute Amendment 1 to the professional services agreement with Valley CM for construction management and inspection services for the Project in an amount not to exceed \$49,875; and

4. Authorize the General Manager to execute a professional services agreement with Gafcon for labor compliance services for the Project in an amount not to exceed \$9,492; and
5. Discuss and take action as appropriate.

Staff Reference: Director of Infrastructure and Sustainability

18. GENERAL MANAGER'S REPORT

Informational report by the General Manager on items not requiring Board action.

19. GENERAL COUNSEL'S REPORT

Informational report by the General Counsel on items not requiring Board action.

20. BOARD MEMBER COMMENTS

This item is placed on the agenda to allow individual Board Members to briefly convey information to the Board or public, or to request staff to place a matter on a future agenda and/or report back on any matter. There is no discussion or action taken on comments by Board Members.

21. CLOSED SESSION

None.

22. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Tuesday, February 18, 2025, at 8:30 a.m.

NOTICE:

The San Elijo Joint Powers Authority's open and public meetings comply with the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C Section 12132), and the federal rules and regulations adopted in implementation thereof. Any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting of the SEJPA Board of Directors, may request such modification or accommodation from Michael T. Thornton, General Manager, (760) 753-6203 ext. 72.

The agenda package and materials related to an agenda item submitted after the packet's distribution to the Board are available for public review in the lobby of the SEJPA Administrative Office during normal business hours. Agendas and minutes are available at [www.sejpa.org](http://www.sejpa.org). The 2025 SEJPA Board meetings schedule, adopted following the January 2025 SEJPA Board Meeting, is available at [SEJPA Board Meeting Dates](#).

## AFFIDAVIT OF POSTING

I, Michael T. Thornton, Secretary of the San Elijo Joint Powers Authority, hereby certify that I posted, or have caused to be posted, a copy of the foregoing agenda on the SEJPA website at [www.sejpa.org](http://www.sejpa.org), and in the following locations:

San Elijo Water Campus (formerly known as San Elijo Water Reclamation Facility),  
2695 Manchester Avenue, Cardiff, California  
City of Encinitas, 505 South Vulcan Avenue, Encinitas, California  
City of Solana Beach, 635 South Highway 101, Solana Beach, California

The notice was posted at least 72 hours prior to the meeting, in accordance with Government Code Section 54954.2(a).

Date: January 16, 2025

A handwritten signature in black ink, appearing to read "M. Thornton", is written over a horizontal line.

Michael T. Thornton, P.E.

Secretary / General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MINUTES OF THE BOARD MEETING  
HELD ON DECEMBER 10, 2024  
AT THE SAN ELIJO WATER CAMPUS

---

Kellie Hinze, Chair

Kristi Becker, Vice Chair

---

A meeting of the Board of Directors of San Elijo Joint Powers Authority (SEJPA) was held Tuesday, December 10, 2024, at 8:30 a.m., at the San Elijo Water Campus.

1. CALL TO ORDER

Board Chair Hinze called the meeting to order at 8:30 a.m.

2. ROLL CALL

*Directors Present:*

Kellie Hinze  
Kristi Becker  
Allison Blackwell  
David Zito

*Others Present:*

General Manager	Michael Thornton
Director of Operations	Chris Trees
Director of Infrastructure and Sustainability	Tom Falk
Director Finance and Administration	Kevin Lang
Senior Project Manager	Michael Konicke
Interim Director of Finance	Richard Duffey
Accounting Technician I	Maria Cruz

*SEJPA Counsel:*

Snell & Wilmer	Tracie Stender
----------------	----------------

*City of Encinitas:*

Engineer	Daniel Nutter
----------	---------------

*City of Solana Beach:*

Director of Engineering	Mohammad "Mo" Sammak
City Manager	Alyssa Muto

*Leaf & Cole:*

Partner	Michael Zizzi
---------	---------------

3. PLEDGE OF ALLEGIANCE

Board Chair, Hinze, led the Pledge of Allegiance.

4. ORAL COMMUNICATION/PUBLIC COMMENT PERIOD

None.

5. AWARDS AND RECOGNITION

- Vanessa Hackney, Administrative Coordinator, 5 years of Service Award

6. CONSENT CALENDAR

Agenda Item No. 7	Approval of Minutes for the November 12, 2024 Board Meeting
Agenda Item No. 8	Approval for Payment of Warrants and Monthly Investment Report – November
Agenda Item No. 9	Wastewater Treatment Report – October
Agenda Item No. 10	Recycled Water Report – October
Agenda Item No. 11	Reportable Meetings

Moved by Chair Hinze and seconded by Board Member Becker to approve the Consent Calendar.

Motion carried with the following vote of approval:

AYES: Hinze, Becker, Blackwell, Zito  
NOES: None  
ABSENT: None  
ABSTAIN: None

13. FY 2023-24 FINANCIAL AUDIT REPORT ACCEPTANCE

Guest Speaker Michael Zizzi, CPA, a Partner for Leaf & Cole, LLP, gave a presentation reporting on the financial audit of SEJPA for Fiscal Year (FY) 2023-24, conducted annually as required by California Government Code and Board policy. The financial audit of SEJPA for FY 2023-24 has been completed and it is the auditor's opinion that SEJPA's June 30, 2024 financial statements are presented fairly in all material respects, as evidenced by their unqualified opinion. The audit was performed in accordance with auditing standards generally accepted in the United States of America and the State Controller's Minimum Audit Requirements for California Special Districts. Upon completion of the audit, Leaf & Cole, LLP stated that no transactions were noted where there was a lack of authoritative guidance or consensus. In addition, there were no difficulties or disagreements with management in performing and completing the audit.

Moved by Chair Hinzie and seconded by Board Member Blackwell to:

1. Accept and file the San Elijo Joint Powers Authority, Financial Statements and Independent Auditors' Report for the Year Ended June 30, 2024;
2. Accept and file the FY2023-24 SEJPA Audit Conclusion Letter (SAS 114); and

3. Discuss and take action as appropriate.

Motion carried with the following vote of approval:

AYES: Hinze, Becker, Blackwell, Zito  
NOES: None  
ABSENT: None  
ABSTAIN: None

14. SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR 2023-24 FINANCIAL PERFORMANCE REVIEW

Director of Finance and Administration Kevin Lang, gave a presentation reviewing the operating and debt service expenses of SEJPA for FY 2023-24, which ended June 30, 2024. The presentation included an overview of the expenses of all SEJPA programs. In summary, SEJPA programs were collectively \$33,971 or 0.3% under budget. The Wastewater Treatment and Disposal program, including pump stations and other services, was \$252,842 or 3.5% over budget. Recycled Water was \$286,813 or 10.5% under budget. Overall, SEJPA was below budget by \$33,971 or 0.3%. There was no contribution to the PARS trust for FY2023-24. All debt service payments were paid according to the terms of the loan agreements, with an outstanding balance of \$31,383,313. Furthermore, SEJPA's Standard & Poor's bond credit rating remains AA+.

No action required. This item was submitted for information only.

15. RATIFY AND AUTHORIZE CHANGE ORDERS FOR THE BIOSOLIDS DEWATERING FACILITY IMPROVEMENT PROJECT CONTRACT

Director of Infrastructure and Sustainability Tom Falk stated that the Biosolids Dewatering Facilities Improvements consists of two major components: replacement of the aging Biosolids Dewatering Equipment, electrical systems, and rehabilitation of the Dewatering Building Replacement of MS-2 which powers two thirds of the San Elijo Water Campus. The project was publicly bid and SEJPA awarded a contract to GSE Construction, Inc. (GSE) in January 2023 in the amount of \$8,687,200. SEJPA has authorized Contract Change Order (CCO) Nos. 1 through 6 to date totaling \$247,916.35 and granted time extension of 125 calendar days.

CCO No. 7 and CCO No. 8 authorized necessary changes to the project as outlined in the staff report.

CCO No. 9 was recommended to the board and will increase the contract value by \$71,546.00 and add 0 calendar days to the contract duration.

GSE's change order proposals (CCO No. 7, No. 8, and No. 9) were reviewed by SEJPA and the project construction manager (Valley CM). The change order level of effort and costs were determined to be fair and reasonable for the requested work.

An additional change order is being proposed for rehabilitation and reinforcement of the Biosolids building roof and is estimated to cost up to \$160,000. Upon executing CCO No. 9 (\$71,546.00) and providing authority to the General Manager to negotiate and finalize a change order for the rehabilitation and reinforcement of the Biosolids Building roof (not-to-

exceed \$160,000), contingency funds will be reduced to approximately \$505,000 for the remainder of the project, which is approximately 60% complete. No additional capital appropriations are needed at this time.

Moved by Board Member Zito and seconded by Board Member Blackwell to:

1. Ratify Contract Change Order No. 7 (increase contract value by \$8,657.29 and 0 days) and Contract Change Order No. 8 (increase contract value by \$26,768.00 and 0 days), previously executed under General Manager's signing authority;
2. Authorize the General Manager to execute Contract Change Order No. 9 in an amount of \$71,546.00 for additional construction services related to the Biosolids Dewatering Facility Improvements project;
3. Authorize the General Manager to negotiate and authorize a change order for additional work within the existing Dewatering Building to rehabilitate and reinforce deteriorated roof in an amount not-to-exceed \$160,000; and
4. Discuss and take action as appropriate.

Motion carried with the following vote of approval:

AYES: Hinze, Becker, Blackwell, Zito  
NOES: None  
ABSENT: None  
ABSTAIN: None

16. REJECT CONSTRUCTION BIDS FOR THE STORMWATER CAPTURE AND REUSE AND SITE WATER QUALITY IMPROVEMENTS PROJECT

Director of Infrastructure and Sustainability Tom Falk reported that on November 14, 2024, two (2) construction bids for the Stormwater Project were received from Palm Engineering Construction Company, Inc. (\$1,577,700.00) and Fordyce Construction Inc. (\$1,972,596).

SEJPA staff reviewed the ongoing capital improvement program, noting elevated bids over the past two years and anticipated capital needs to be identified in the forthcoming 2025 Facility Plan. Considering priorities across the agency, staff concluded the bids received for this work do not represent the best use of available capital funds. The base scope of this project, eligible for reimbursement through state and federal grants, includes infrastructure to divert stormwater from the regional storm channel and on the Water Campus to direct captured stormwater to the onsite detention pond and ultimately to the headworks. Staff is prepared to re-bid a consolidated scope in an attempt to receive responsive bids at a construction value within SEJPA's available budget. Upon receiving an acceptable bid, Staff will return to the Board for approval of Award.

Moved by Board Chair Hinze and seconded by Board Member Becker to:

1. Authorize the General Manager to reject all bids for the construction of the Stormwater Capture and Reuse and Site Water Quality Improvements Project;
2. Discuss and take action as appropriate.



Motion carried with the following vote of approval:

AYES: Hinze, Becker, Blackwell, Zito  
NOES: None  
ABSENT: None  
ABSTAIN: None

17. BIOLOGICAL TREATMENT CAPITAL PROJECT UPDATE

General Manager Thornton presented an update on the Biological Treatment Capital Project and cited that recent construction bids came in higher than estimates with the examples of the Wanket Tank and Pipeline bid coming in at 45% higher and the Stormwater Capture and Reuse bid coming in 42% higher than estimated. Mike Thornton stated that the Biological Treatment Improvement design is complete, but the estimated cost exceeds available funding. The near-term capital projects funding gap is estimated to be \$2.5 million and includes work on the Ocean Outfall Pumping Station, a SCADA upgrade and Safety and miscellaneous facility improvements. The key considerations for postponing the Biological Treatment Improvement Project are the anticipated project costs are expected to exceed the budget and surpass the pay-go funding capacity of SEJPA and its member agencies.

By delaying the project, SEJPA and its member agencies will gain clarity on project prioritization and capital needs from the 2025 Facility Plan. Additional time will enable alignment with member agencies on their current and future sewer rates and preferred debt strategies. Additionally postponing allows SEJPA to advance its near-term capital projects using pay-go funding. This approach is supported by SEJPA and member agency staff.

Consensus was reached to postpone the Biological Treatment Improvement Project and decided that no formal vote was required.

18. GENERAL MANAGER'S REPORT

General Manager Thornton recognized the outgoing Board Members, Board Chair Kellie Hinze and Board Member Allison Blackwell.

19. GENERAL COUNSEL'S REPORT

None.

20. BOARD MEMBER COMMENTS

None.

21. CLOSED SESSION

None.

22. ADJOURNMENT

The meeting adjourned at 9:50 a.m. The next Board of Directors meeting is scheduled to be held on Tuesday, January 21, 2025, at 8:30 a.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Thornton", written over a horizontal line.

Michael T. Thornton, P.E.  
General Manager

**SAN ELIJO JOINT POWERS AUTHORITY  
PAYMENT OF WARRANTS  
For the Month of December 2024**

<b>Warrant #</b>	<b>Vendor Name</b>	<b>G/L Account</b>	<b>Warrant Description</b>	<b>Amount</b>
44584	Abila	Licenses	Accounting software support and subscription	\$ 365.13
44585	Adam Kaye	Services - Professional	Public communications	100.00
44586	Affordable Drain Services	Services - Maintenance	Jet/Vac services for Solana Beach Pump Station	850.00
44587	Aflac	Employee Deduction Benefits Payable	Aflac - Dec	809.68
44588	Ag Tech, LLC	Services - Biosolids Hauling	Biosolids hauling and reuse - Nov	18,754.62
44589	Ryan C. Aguilar	Services - Medical	Employee reimbursement - New hire testing	55.00
44590	Ahrens Mechanical	Services - Contractors	Moonlight Beach P.S. modifications & Wanket Tank RW Pipeline	243,006.99
44591	Allied Storage Containers	Equipment Rental/Lease	20' and 40' storage containers rental	39.70
44592	Ardurra Group, Inc	Services - Engineering	Wanket tank refurbish support from Oct	4,673.16
44593	At&T	Utilities - Internet	Internet service - Nov	2,175.16
44594	Black & Veatch	Services - Engineering	Dewatering facilities upgrades and Facility Plan Update	28,707.50
44595	Brax Process and Pump Equip.	Repair Parts Expense	Reconditioning of RAS #4 motor and grit blower #2 motor	5,207.99
44596	Brenntag Pacific, Inc	Supplies - Chemicals - Odor	Sodium Hydroxide	1,283.79
44597	CA. Office Cleaning, Inc.	Services - Janitorial	Office and window cleaning	6,994.00
44598	California State Lands Commiss	Fees - Permits	Staff project charges - Oct	69.80
44599	California Water Technologies	Supplies - Chemicals - Ferric Chloride	Ferric chloride solution	12,381.17
44600	CDW Government	Supplies - IT Equipment	Laptop	2,611.70
44601	The Coast News Group	Advertising	Newspaper Ad - Stormwater Capture and Reuse Project	765.00
44602	Corodata	Rent	Record storage - Nov	119.07
44603	Dixieline Lumber Company	Shop Tools and Equip.	Various supplies	87.42
44604	Dudek & Associates	Services - Engineering	Stormwater capture reuse & water quality improvements	43,802.25
44605	E & M Electric & Machinery, In	Licenses	SCADA symbol database and support	834.00
44606	EDCO Waste & Recycling Service	Utilities - Trash	Trash Services - Nov	503.15
44607	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	997.50
44608	Evoqua Water Technologies	Supplies - Chemicals - Odor	Bioxide	9,404.25
44609	Excel Landscape, Inc.	Services - Maintenance, Landscape	Irrigation line repairs and maintenance - Nov	4,737.84
44610	Winston Friedly	Dues & Memberships	Employee reimbursement - CWEA grade 1 test fee	209.00
44611	Global Power Group Inc.	Services - Maintenance	Generator maintenance - 21st Del Mar P.S.	1,199.70
44612	governmentjobs.com, Inc	Advertising	Job postings	889.57
44613	Grainger, Inc.	Repair Parts Expense, Shop Tools and Equip.	Various supplies	877.08
44614	Hardy Diagnostics	Supplies - Lab	Various lab supplies	1,437.75
44615	Housing &Community Development	Fees - Permits	Modular registration renewal	42.00
44616	Idexx Distribution,Inc.	Supplies - Lab	Various lab supplies	3,691.10
44617	Lawson Products Inc.	Supplies - Shop & Field, Shop Tools and Equip.	Various supplies	192.75
44618	Liquid Environmental Solution	Services - Grease & Scum	Pumping service	405.00

**SAN ELIJO JOINT POWERS AUTHORITY  
PAYMENT OF WARRANTS  
For the Month of December 2024**

<b>Warrant #</b>	<b>Vendor Name</b>	<b>G/L Account</b>	<b>Warrant Description</b>	<b>Amount</b>
44619	Manufacturers Edge	Repair Parts Expense	Pump	4,962.03
44620	McMaster-Carr Supply Co.	Supplies - Shop & Field, Repair Parts Expense	Various supplies	1,178.94
44621	Mission Square	ICMA Retirement	ICMA - 401a	15,094.45
44622	Mission Square - 304175	Employee Deduction Benefits Payable	ICMA - 457	17,617.67
44623	Motion Industries, Inc.	Repair Parts Expense	Secondary collector motor	1,466.30
44624	MSE Landscape Professionals	Services - Landscape	Tree pruning	3,765.00
44625	Cosby Oil Company, Inc	Fuel	Fuel - Nov	687.09
44626	The Nyhart Company	Services - Accounting	Actuarial service	1,700.00
44627	Olin Corp - Chlor Alkali	Supplies - Chemicals - Sodium Hypo	Sodium Hypochlorite	11,121.09
44628	Olivenhain Municipal Water Dis	Services - Professional	Rincon NSDWRC, Woodward and Curran NSDWRC	1,959.57
44629	OneSource Distributors, Inc.	Capital Outlay	VFD Equipment Piece	12,214.06
44630	Otis Elevator Company	Services - Maintenance	Elevator maintenance - Dec	205.20
44631	Pacific Pipeline Supply	Repair Parts Expense	Adapters for air vacs	600.30
44632	Radwell International, Inc.	Repair Parts Expense	Flow meter display	1,794.05
44633	RSF Security Systems	Services - Alarm	Cellular fire system monitoring and security - Dec	1,855.00
44634	Rush Truck Center, Whittier	Vehicle Maintenance	Sludge tractor service	3,336.29
44635	Rusty Wallis, Inc.	Services - Maintenance	Water softener, tank service and salt bags	481.70
44636	Santa Fe Irrigation District	Utilities - Water	Water	2,228.24
44637	San Dieguito Water District	Utilities - Water	Water	4,973.59
44638	Southland Manufacturing, Inc.	Supplies - Shop & Field	Various supplies	1,953.78
44639	Southwest Valve & Equip.	Repair Parts Expense	Valves	5,141.47
44640	SS Mechanical	Services - Maintenance	Emergency repair	4,575.62
44641	State Water Resources Control	Fees - Permits, Prepaid - Other	Annual permit fee	32,505.00
44642	State Water Resources Control	Fees - Permits, Prepaid - Other	Annual permit fee	37,325.00
44643	Terminix Processing Center	Services - Maintenance	Pest control service	563.01
44644	Thatcher Company of California	Supplies - Chemicals	Aluminum sulfate and freight	7,502.21
44645	Traffic Safety Store	Supplies - Safety	Various supplies	438.05
44646	Transcat, Inc	Services - Maintenance	Pipette calibration	316.06
44647	Trussell Technologies, Inc	Services - Professional	Design of bio treatment improvements - Oct	21,485.50
44648	Unifirst Corporation	Supplies - Safety, Services - Uniform	Uniform service and gloves	618.73
44649	Underground Service Alert/SC	Services - Alarm	Dig alert and safe excavation board	124.76
44650	USA Bluebook	Supplies - Safety, Supplies - Lab, Repair Parts Expense	Various supplies	2,729.60
44651	Valley CM, Inc.	Services - Contractors	Management and inspection services - Oct	37,271.80
44652	VEGA Americas, Inc	Repair Parts Expense	Various supplies	3,632.26
44653	Volt Management Corp	Services - Temp	Internship program and temp service	5,234.96

**SAN ELIJO JOINT POWERS AUTHORITY  
PAYMENT OF WARRANTS  
For the Month of December 2024**

<b>Warrant #</b>	<b>Vendor Name</b>	<b>G/L Account</b>	<b>Warrant Description</b>	<b>Amount</b>
44654	Benefits Coordinators Corp.	Dental/Vision	Vision - Dec	450.20
44655	VWR International, Inc.	Supplies - Lab	Digital timers and test standard	418.39
44656	Erica Alexander Zito	Subsistence - Travel/Rm & Bd	Employee reimbursement - Mileage & board meeting supplies	176.40
44657	Abila	Licenses	Accounting software support	62.50
44658	Allied Storage Containers	Equipment Rental/Lease	20' and 40' storage containers rental	359.89
44659	At&T	Utilities - Telephone	Phone service - Dec	782.20
44660	Brax Process and Pump Equip.	Services - Maintenance	Reconditioning of RAS #4 motor	3,849.62
44661	Columbia Analytical Instr. Inc	Supplies - Lab	Test standard	563.41
44662	County of San Diego	Fees - Permits	Permit fees	664.00
44663	CWEA	Dues & Memberships	Membership renewal - W. Mutscheller	18.00
44664	Westbound Solar 2, LLC	Utilities - Solar Power	Solar - Nov	8,889.62
44665	City of Encinitas	Service - IT Support	Admin network, zoom and duo - Nov	6,722.98
44666	City of Encinitas	Service - IT Support	Admin network, zoom and duo - Dec	6,722.98
44667	ERA	Supplies - Lab	Various lab supplies	368.37
44668	Excel Landscape, Inc.	Supplies - Shop & Field	Wood stakes	61.98
44669	Flo-Systems, Inc.	Repair Parts Expense	Various supplies	2,578.36
44670	Grainger, Inc.	Repair Parts Expense, Supplies - Lab	Various supplies	187.27
44671	Unifirst First Aid Corp	Supplies - Safety	First aid supplies	193.65
44672	Hardy Diagnostics	Supplies - Lab	Various lab supplies	2,272.36
44673	Helix Environmental Planning	Services - Professional	Biological consulting services and mileage	45.23
44674	Idexx Distribution, Inc.	Supplies - Lab	Enterolert test kits	2,721.32
44675	McMaster-Carr Supply Co.	Repair Parts Expense, Shop Tools and Equip.	Various supplies	1,645.85
44676	MetLife - Group Benefits	Dental/Vision	Dental - Jan	3,450.08
44677	Cosby Oil Company, Inc	Fuel	Fuel - Dec	1,767.05
44678	Olivenhain Municipal Water Dis	Rent	Pipeline rental payment - Nov	11,385.00
44679	Polydyne Inc.	Supplies - Chemicals - Polymer	Clarifloc WE - 007	16,929.43
44680	RingCentral, Inc	Utilities - Telephone	Phone service	530.74
44681	Robert Half International, Inc	Services - Temp	Temp service	7,368.08
44682	RSF Security Systems	Services - Alarm	Cellular fire system monitoring and security - Dec	49.00
44683	Rusty Wallis, Inc.	Services - Maintenance	Water softener, tank service and salt bags	330.85
44684	Santa Fe Irrigation District	SFID Distribution Pipeline	Pipeline purchase payment	2,500.00
44685	San Dieguito Water District	Utilities - Water (Suppl.)	Water	1,751.94
44686	Snell & Wilmer L.L.P	Services - Legal	General counsel	4,914.00
44687	Southern Contracting Comp.	Services - Contractors	Lab receptacles service	4,573.00
44688	Southwest Valve & Equip.	Repair Parts Expense	Valves	10,163.27

**SAN ELIJO JOINT POWERS AUTHORITY  
PAYMENT OF WARRANTS  
For the Month of December 2024**

<b>Warrant #</b>	<b>Vendor Name</b>	<b>G/L Account</b>	<b>Warrant Description</b>	<b>Amount</b>
44689	Terminix Processing Center	Services - Maintenance	Pest control service	108.88
44690	Unifirst Corporation	Supplies - Safety, Services - Uniform	Uniform service and gloves	834.99
44691	UPS	Postage/Shipping	Shipping	103.58
44692	USA Bluebook	Supplies - Lab	Various lab supplies	706.90
44693	University of Southern CA	Dues & Memberships	Membership - M. Piper	120.00
44694	Verizon Wireless	Utilities - Telephone	Cell phone service - Nov and Dec	568.08
44695	Verizon Wireless	Utilities - Telephone	Cell phone service - Nov and Dec	1,215.19
44696	Volt Management Corp	Services - Temp	Internship program and temp service	2,732.74
44697	VWR International, Inc.	Supplies - Lab	Digital timers and test standard	351.47
44698	WageWorks	Payroll Processing Fees	Admin fee - Dec	186.50
On-line 992	BankCard Center	Supplies - Safety	Various supplies	12,679.88
On-line 993	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 11/09/24 - 11/22/24	23,486.56
On-line 994	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric	87,233.60
On-line 995	WM Corporate Services, Inc.	Services - Sediment Disposal	10 yard roll off disposal - Nov	450.00
On-line 996	Home Depot Credit Services	Supplies - Shop & Field, Repair Parts Expense	Various supplies	5,781.39
On-line 997	MetLife - Group Benefits	Dental/Vision	Dental - Dec	3,317.56
On-line 998	Mission Square	ICMA Retirement	ICMA - 401a	7,581.13
On-line 999	Mission Square - 304175	Employee Deduction Benefits Payable	ICMA - 457	8,831.96
On-line 1000	P.E.R.S.	Medical Insurance - Pers	Health - Jan	53,744.08
On-line 1001	Public Employees- Retirement	Retirement Plan - PERS	Retirement - Pay Period 12	23,446.28
On-line 1002	Public Employees- Retirement	Retirement Plan - PERS	Retirement - Pay Period 13	23,414.07
On-line 1003	ReadyRefresh	Supplies - Lab	Kitchen and lab supplies	888.62
On-line 1004	Sun Life Financial	Life Insurance/Disability	Life and disability - Jan	3,076.13
Payroll ACH	San Elijo Payroll Account	Payroll	Payroll - 12/13/2024	123,496.56
Payroll ACH	San Elijo Payroll Account	Payroll	Payroll - 12/27/2024	158,928.41
				<u>\$ 1,295,689.78</u>

**SAN ELIJO JOINT POWERS AUTHORITY  
PAYMENT OF WARRANTS SUMMARY**

**For the Month of December 2024  
As of December 31, 2024**

PAYMENT OF WARRANTS \$ 1,295,689.78

I hereby certify that the demands listed and covered by warrants are correct and just to the best of my knowledge, and that the money is available in the proper funds to pay these demands. The cash flows of SEJPA, including the Member Agency commitment in their operating budgets to support the operations of SEJPA, are expected to be adequate to meet SEJPA's obligations over the next six months. I also certify that SEJPA's investment portfolio complies with the SEJPA's investment policy.



---

Kevin Lang  
Director of Finance and Administration

**SAN ELIJO JOINT POWERS AUTHORITY**  
**STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS**  
**AND INVESTMENT INFORMATION**

As of December 31, 2024

<b>FUNDS ON DEPOSIT WITH</b>	<b>AMOUNT</b>
<b>LOCAL AGENCY INVESTMENT FUND</b> <i>(DECEMBER 2024 YIELD 4.434%)</i>	\$ 9,660,294.45
<b>CALIFORNIA BANK AND TRUST</b> <i>(DECEMBER 2024 YIELD 0.01%)</i>	638,721.88
<b>U.S. Bank</b> <i>(DECEMBER 2024 YIELD 4.40%)</i>	15,971,370.36
<b>PARS</b> <i>(NOVEMBER 2024 YIELD 3.01%)</i>	1,066,462.23
<b>TOTAL RESOURCES</b>	<u>\$ 27,336,848.92</u>



\*

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

January 21, 2025

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WASTEWATER TREATMENT REPORT – NOVEMBER 2024

RECOMMENDATION

No action required. This memorandum is submitted for information only.

DISCUSSION

Monthly Treatment Facility Performance and Evaluation

Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of November 2024. The primary indicators of treatment performance include the removal of Total Suspended Solids (TSS) and Carbonaceous Biochemical Oxygen Demand (CBOD). The SEJPA is required to remove a minimum of 85 percent of the TSS and CBOD from the wastewater. Treatment levels for **TSS** and **CBOD** were **99.0** and **99.2** percent removal, respectively, during the month of November.

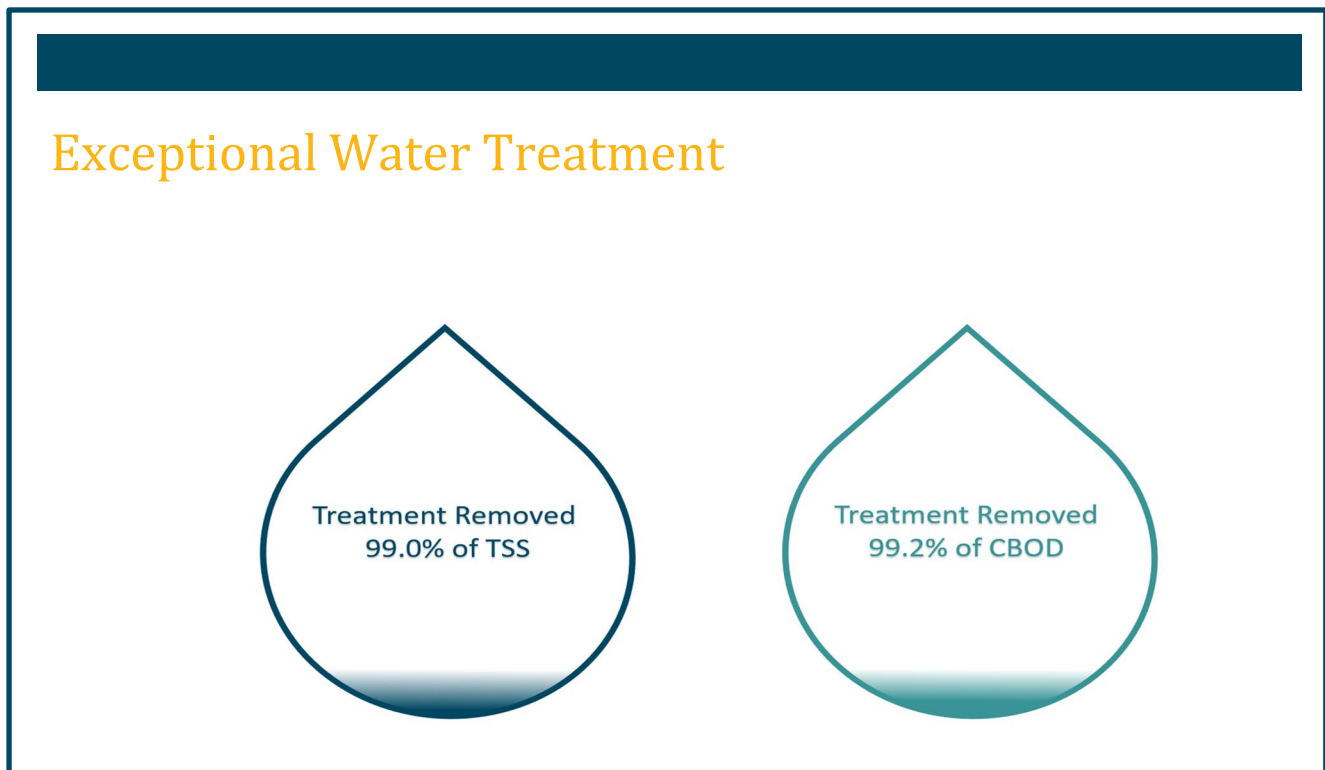
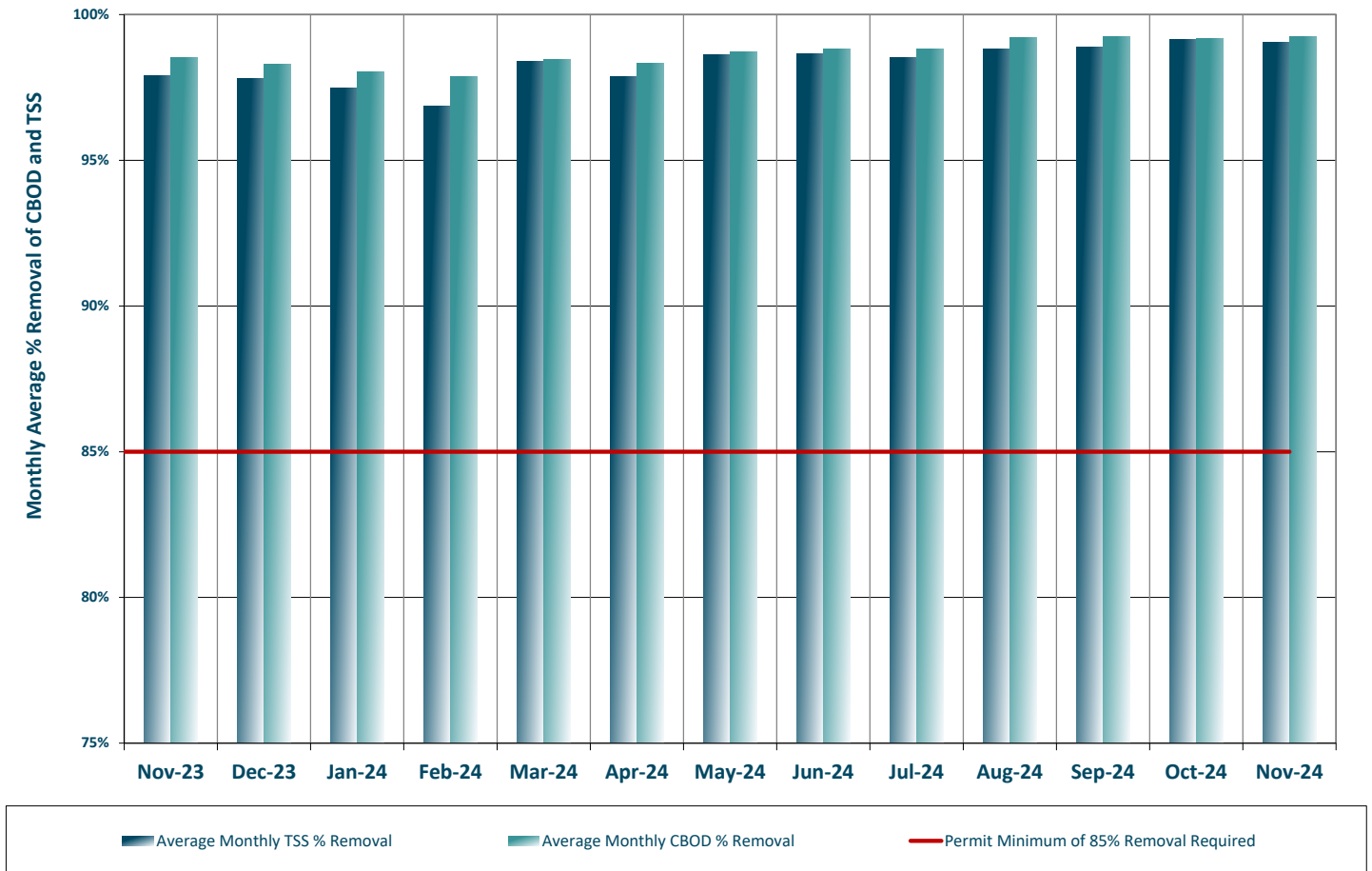


Figure 1 (below) shows historic treatment performance trends for the removal of TSS and CBOD over the last 13 months compared to the permit minimum removal requirement of 85%.

Figure 1: Wastewater Treatment Performance of the SEJPA % Removal of Total Suspended Solids (TSS) and Carbonaceous Biochemical Oxygen Demand (CBOD)



Figures 2 and 3 (below) show historic influent vs effluent TSS and CBOD concentration fluctuations in the strength of the wastewater being received and discharged by the SEJPA.

FIGURE 2: TREATED EFFLUENT FLOWS REMOVAL OF TSS

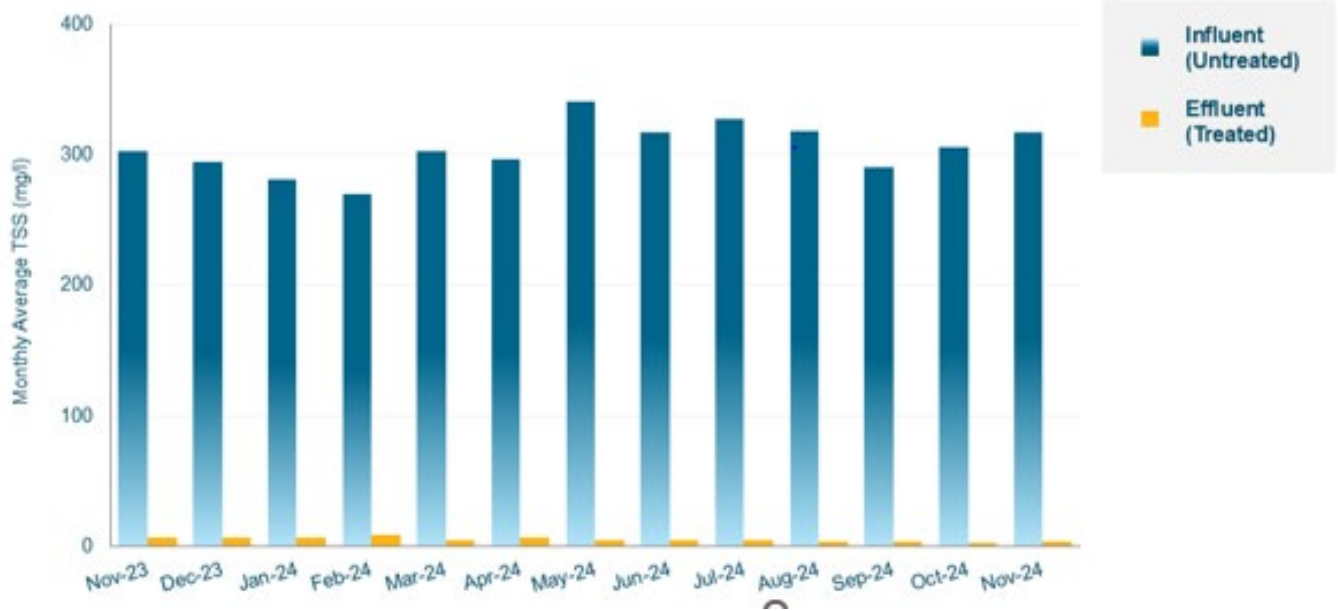
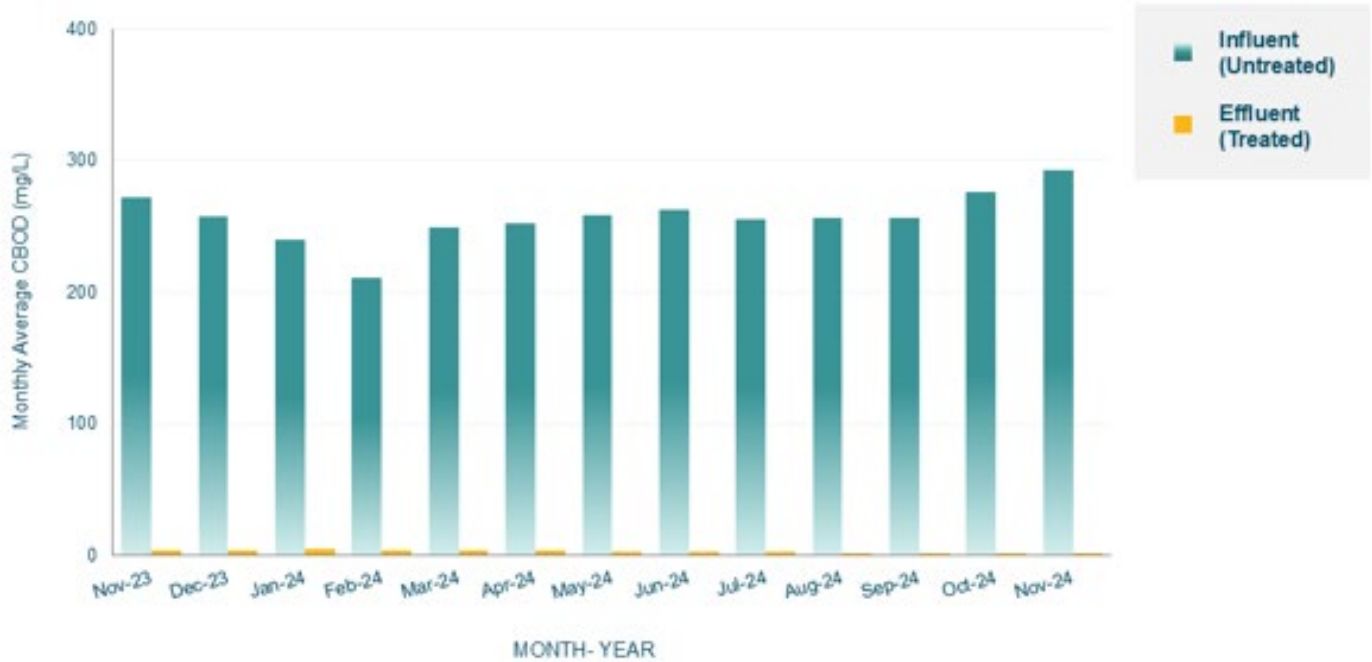


FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF CBOD



## Member Agency Flows

Table 1 (below) presents the influent and effluent flows for the month of November. Average daily influent flows were recorded for each contributing agency. In November, about 49% of the incoming flow was repurposed as recycled water with the remaining flow discharged to the ocean.

**TABLE 1 – INFLUENT AND EFFLUENT FLOWS IN NOVEMBER**

	Influent (mgd)	Recycled Water (mgd)	Effluent (mgd)*
<b>Cardiff Sanitary Division</b>	<b>1.250</b>	<b>0.610</b>	<b>0.640</b>
<b>City of Solana Beach</b>	<b>0.967</b>	<b>0.472</b>	<b>0.495</b>
<b>Rancho Santa Fe SID</b>	<b>0.184</b>	<b>0.090</b>	<b>0.094</b>
<b>City of Del Mar</b>	<b>0.482</b>	<b>0.235</b>	<b>0.247</b>
<b>Total San Elijo Water Campus Flow</b>	<b>2.883</b>	<b>1.407</b>	<b>1.476</b>

\* Effluent is calculated by subtracting the recycled water production from the influent wastewater.

Table 2 (below) presents the historical average and unit influent rates per month for each of the contributing agency during the past 3 years. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each agency during this same time.

**TABLE 2 - SAN ELIJO WATER CAMPUS MONTHLY REPORT - FLOWS AND EDUS**

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)					CONNECTED EDUs					AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)				
	CSD	RSF	SB	DM	TOTAL DESIGN	CSD	RSF	SB	DM	TOTAL EDUS	CSD	RSF	SB	DM	TOTAL PLANT
Nov-21	1.156	0.131	0.911	0.329	2.527	8,557	581	8,124	2,616	19,878	135	226	112	135	127
Dec-21	1.264	0.145	0.913	0.310	2.632	8,557	581	8,124	2,616	19,878	148	250	112	127	132
Jan-22	1.174	0.140	0.906	0.357	2.577	8,557	581	8,124	2,616	19,878	137	241	112	145	130
Feb-22	1.113	0.158	0.929	0.300	2.500	8,557	581	8,124	2,616	19,878	130	272	114	120	126
Mar-22	1.176	0.142	0.946	0.307	2.571	8,557	581	8,124	2,616	19,878	137	245	116	123	129
Apr-22	1.134	0.140	0.875	0.315	2.464	8,557	582	8,124	2,616	19,879	133	241	108	129	124
May-22	1.146	0.140	0.877	0.301	2.464	8,557	582	8,124	2,616	19,879	134	241	108	123	124
Jun-22	1.133	0.138	0.921	0.452	2.644	8,557	583	8,124	2,616	19,880	132	237	113	184	133
Jul-22	1.124	0.129	0.948	0.438	2.639	8,557	583	8,142	2,616	19,898	131	221	116	179	133
Aug-22	1.163	0.133	0.929	0.448	2.673	8,557	583	8,142	2,616	19,898	136	228	114	185	134
Sep-22	1.139	0.125	0.904	0.381	2.549	8,557	584	8,142	2,616	19,899	133	214	111	158	128
Oct-22	1.083	0.128	0.890	0.295	2.396	8,557	584	8,142	2,616	19,899	127	219	109	122	120
Nov-22	1.205	0.124	0.879	0.336	2.544	8,557	585	8,142	2,616	19,900	141	212	108	138	128
Dec-22	1.186	0.133	0.906	0.374	2.599	8,557	585	8,142	2,616	19,900	139	228	111	151	131
Jan-23	1.630	0.200	0.979	0.379	3.188	8,557	585	8,142	2,616	19,900	190	342	120	153	160
Feb-23	1.323	0.167	0.930	0.371	2.791	8,557	585	8,142	2,616	19,900	155	286	114	149	140
Mar-23	1.892	0.255	1.044	0.392	3.583	8,557	585	8,142	2,616	19,900	221	436	128	154	180
Apr-23	1.244	0.187	0.915	0.303	2.649	8,557	586	8,142	2,616	19,901	145	319	112	123	133
May-23	1.184	0.167	0.879	0.295	2.525	8,557	586	8,142	2,616	19,901	138	285	108	120	127
Jun-23	1.185	0.144	0.891	0.413	2.633	8,557	586	8,142	2,616	19,901	136	282	109	171	132
Jul-23	1.160	0.146	0.949	0.446	2.701	8,557	586	8,166	2,616	19,925	136	249	116	182	136
Aug-23	1.242	0.177	0.954	0.494	2.867	8,559	586	8,166	2,622	19,933	145	302	117	200	144
Sep-23	1.161	0.161	0.885	0.371	2.578	8,559	586	8,166	2,622	19,933	136	275	108	152	129
Oct-23	1.125	0.163	0.870	0.308	2.466	8,559	587	8,166	2,622	19,934	131	278	107	125	124
Nov-23	1.246	0.186	0.961	0.409	2.802	8,559	588	8,166	2,622	19,935	146	317	118	149	141
Dec-23	1.313	0.173	1.011	0.377	2.874	8,559	588	8,166	2,622	19,935	153	294	124	133	144
Jan-24	1.416	0.190	1.055	0.380	3.041	8,569	588	8,166	2,622	19,945	165	323	129	134	152
Feb-24	1.788	0.256	1.099	0.422	3.565	8,569	588	8,166	2,622	19,945	209	436	135	151	179
Mar-24	1.395	0.200	1.061	0.352	3.008	8,616	588	8,166	2,639	20,009	162	340	130	125	150
Apr-24	1.313	0.216	1.036	0.368	2.933	8,620	588	8,166	2,639	20,013	152	368	127	130	147
May-24	1.294	0.196	1.017	0.349	2.856	8,620	588	8,166	2,639	20,013	150	334	125	125	143
Jun-24	1.275	0.191	1.058	0.508	3.032	8,620	588	8,166	2,639	20,013	148	325	130	184	152
Jul-24	1.310	0.185	1.076	0.494	3.065	8,620	588	8,166	2,639	20,013	152	315	132	182	153
Aug-24	1.279	0.166	1.090	0.512	3.047	8,621	588	8,178	2,639	20,025	148	283	133	188	152
Sep-24	1.278	0.165	1.034	0.399	2.876	8,621	588	8,178	2,657	20,043	148	281	126	147	143
Oct-24	1.296	0.160	1.019	0.340	2.815	8,621	591	8,178	2,657	20,046	150	271	125	122	140
Nov-24	1.250	0.184	0.967	0.482	2.883	8,621	591	8,178	2,657	20,046	145	312	118	165	144

CSD: Cardiff Sanitary Division

RSF: Ranch Santa Fe Community Service District

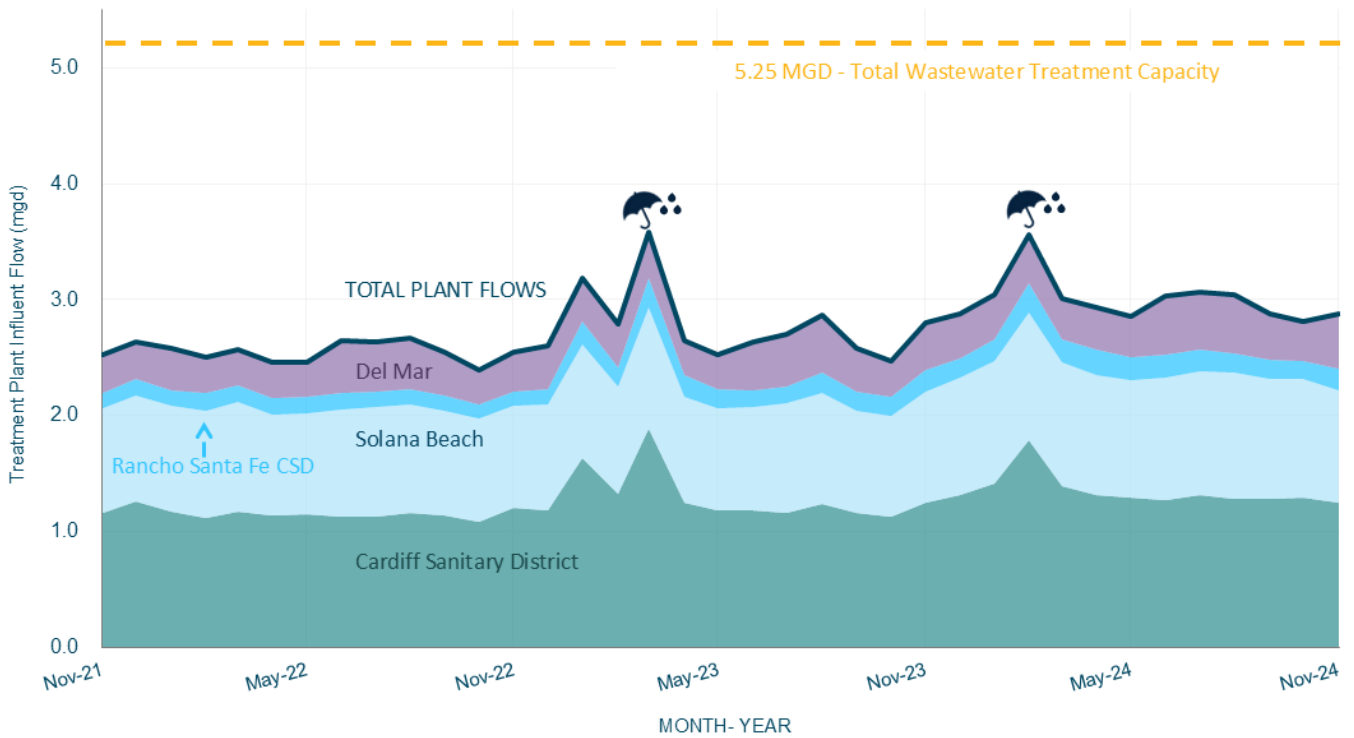
SB: Solana Beach

DM: City of Del Mar

EDU: Equivalent Dwelling Unit

Figure 4 (below) presents the 3-year historical average daily flows per month for each contributing agency. This is to provide a historical overview of the average flow treated for each agency. Also shown in Figure 4 is the total wastewater treatment capacity of the water campus, 5.25 mgd, of which the Cities of Encinitas and Solana Beach has the right to 2.2 mgd, Rancho Santa Fe Community Service District leases 0.25 mgd, and the City of Del Mar leases 0.60 mgd.

FIGURE 4: SEJPA AVERAGE DAILY FLOWS OVER THE PAST 3 YEARS



City of Escondido Flows

The average and peak flow rate for the month of November 2024 from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below in Table 3.

**TABLE 3 – CITY OF ESCONDIDO FLOWS**

	Flow (mgd)
Escondido (Average flow rate)	8.3
Escondido (Peak flow rate)	18.6

Connected Equivalent Dwelling Units

The City of Solana Beach updated the number of connected EDUs that are reported to the SEJPA in August 2024. The number of connected EDUs for City of Del Mar was updated in September 2024. City of Encinitas and Rancho Santa Fe CSD update their connected EDUs report every month. The number of EDUs connected for each of the Member Agencies and lease agencies is reported in Table 4 below.

**TABLE 4 – CONNECTED EDUs BY AGENCY**

	Connected (EDU)
Cardiff Sanitary Division	8,621
Rancho Santa Fe SID	591
City of Solana Beach	7,841
San Diego (to Solana Beach)	337
City of Del Mar	2,657
<b>Total EDUs to System</b>	<b>20,047</b>

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

\*

AGENDA ITEM NO. 10

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

January 21, 2025

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER REPORT – NOVEMBER 2024

RECOMMENDATION

No action required. This memorandum is submitted for information only.

DISCUSSION

*Recycled Water Production*

For the month of November 2024, recycled water demand was 132.1 acre-feet (AF), which was 131.3 AF of recycled water and 0.8 AF of supplemental water. November demand was 33.4% higher than budget expectations of 99 AF. Demand for the first five months of the fiscal year is 10.1% ahead of budget.

Figure 1 (attached) provides a graphical view of annual recycled water demand spanning the last 10 fiscal years, with the overlay of annual rainfall. Since the recycled water program primarily serves outdoor irrigation, annual demand is reduced during wet periods and increases during times of drought. Figure 2 (attached) shows the monthly recycled water demand for each November for the last ten years to provide a year-over-year comparison. Figure 3 (attached) compares budget versus actual recycled water sales for FY 2024-25.

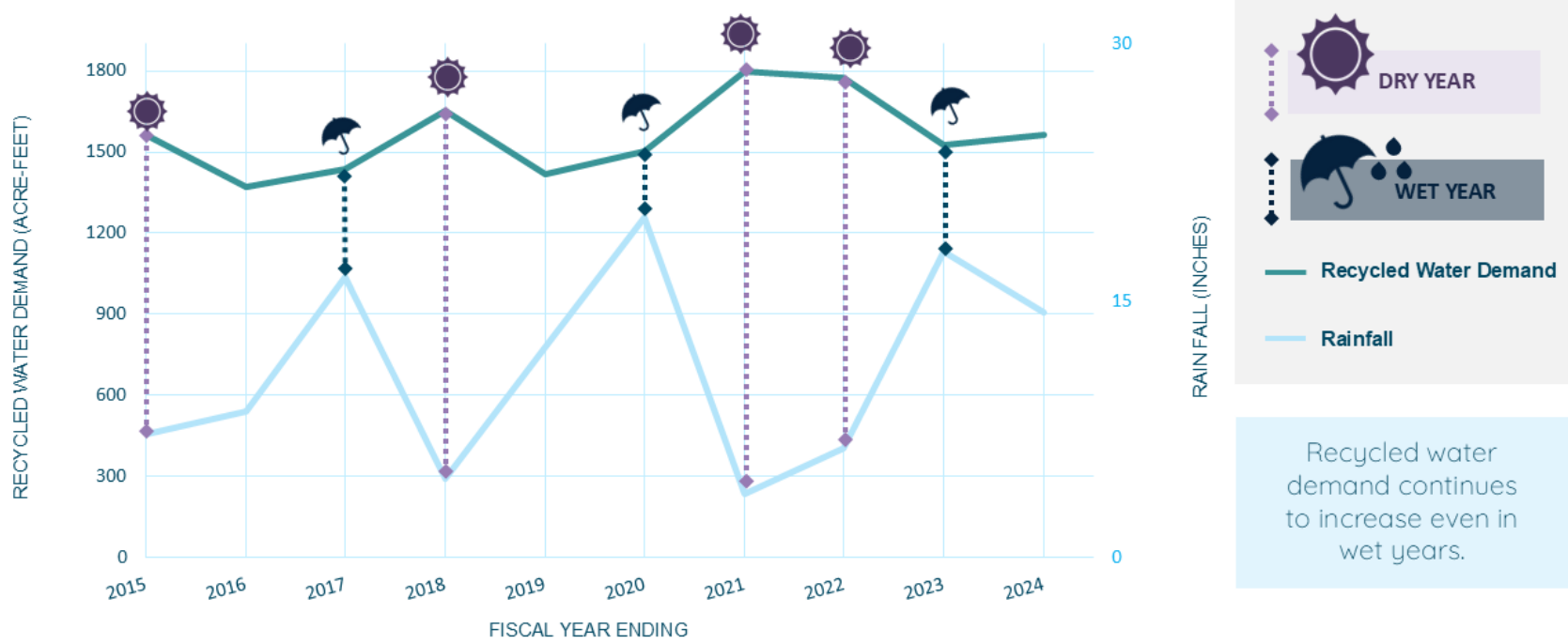
Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager



FIGURE 1: RECYCLED WATER DEMAND AND RAINFALL COMPARISON



Recycled water demand continues to increase even in wet years.

FIGURE 2: NOVEMBER RECYCLED WATER DEMAND

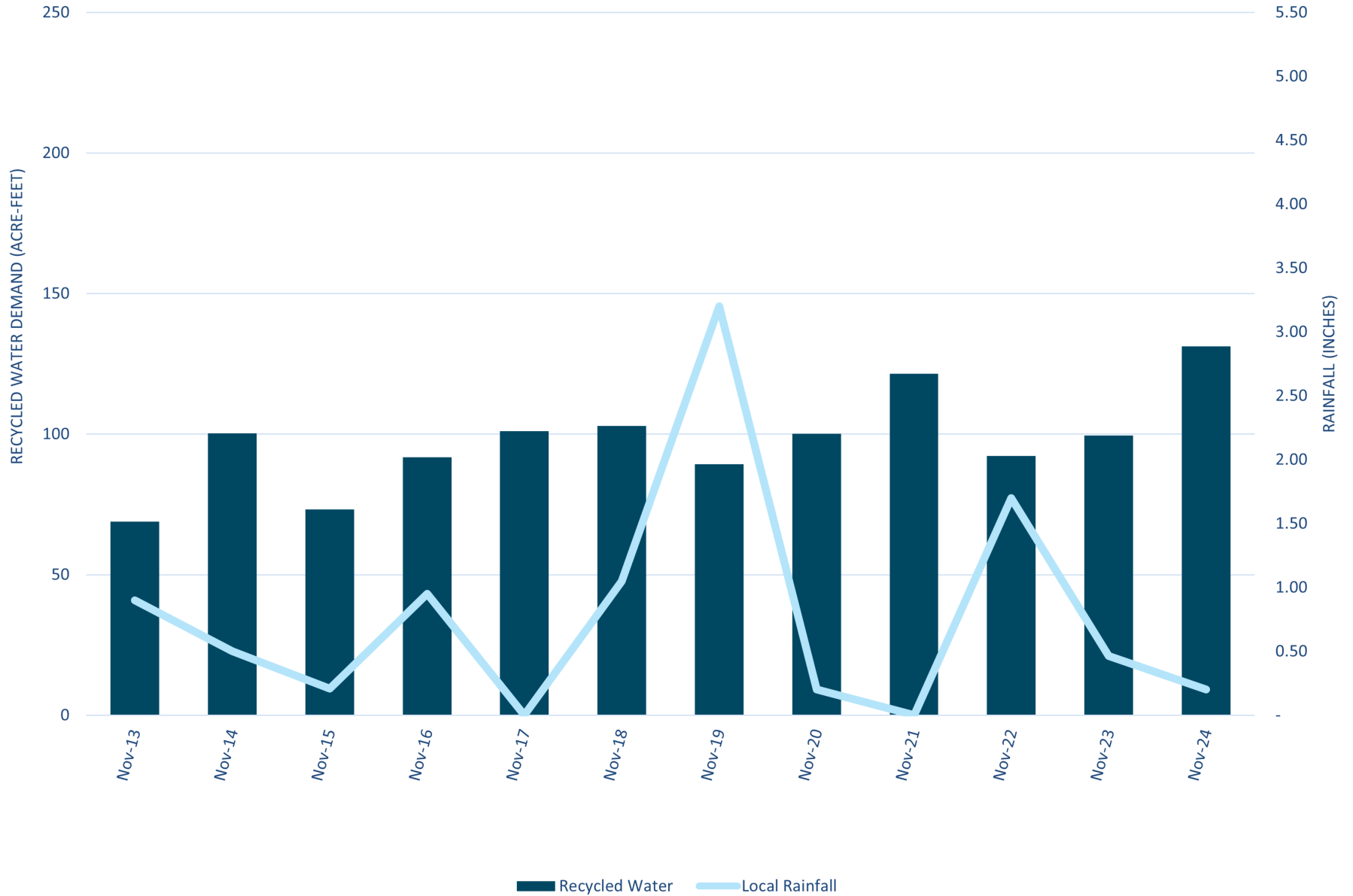
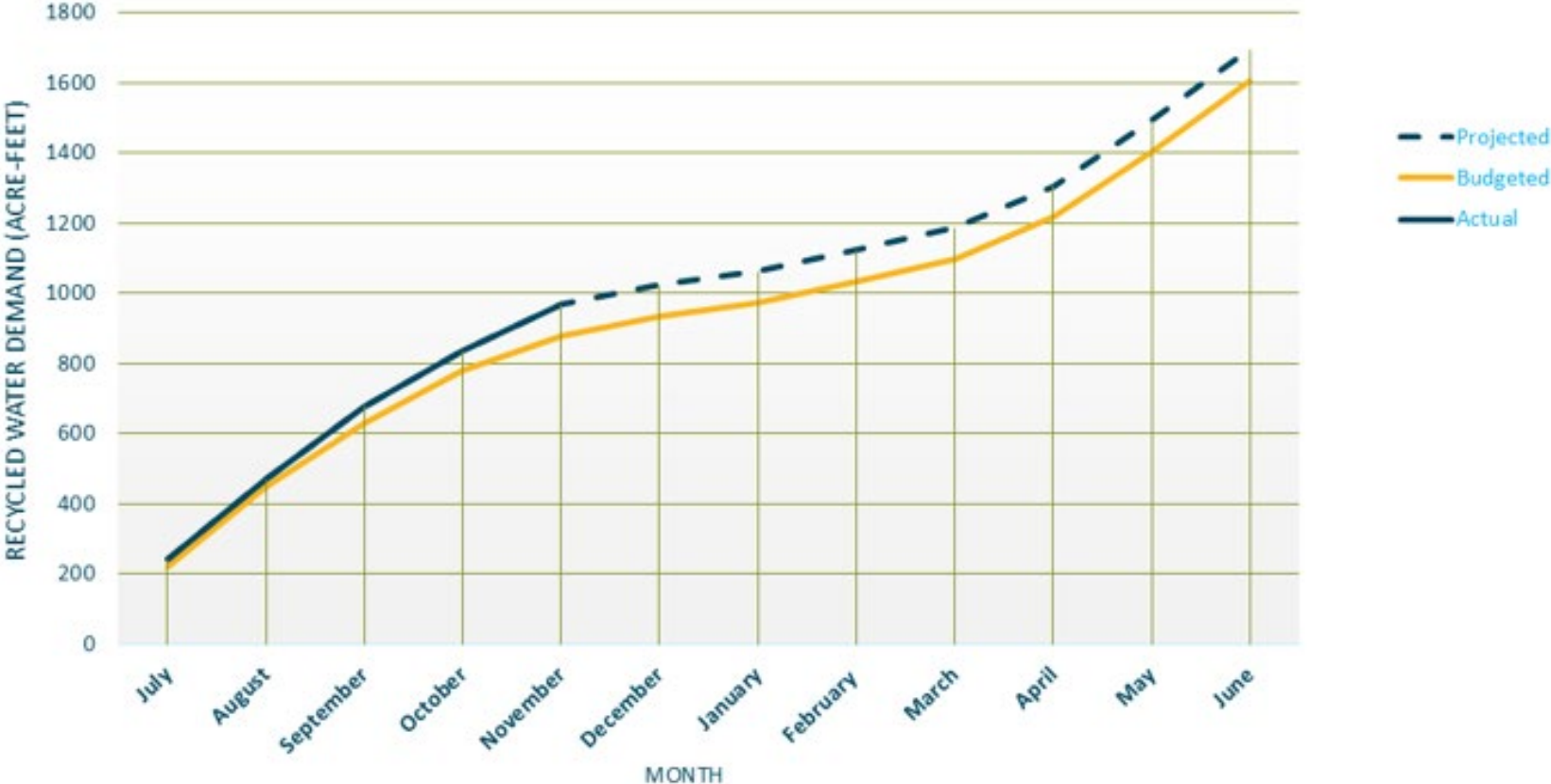


FIGURE 3: FY2024/25 CUMULATIVE DEMAND VS BUDGET



\*

AGENDA ITEM NO. 11

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

January 21, 2025

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: REPORTABLE MEETINGS

RECOMMENDATION

No action required. This memorandum is submitted for information only.

BACKGROUND

The General Manager or his designee may meet monthly with one or more Board Members in preparation for the Board Meeting.

DISCUSSION

The following meetings have taken place since previously reported:

1. Meeting to review Board Meeting Agenda with Chair Hinze on December 6, 2024.

FINANCIAL IMPACT

Per the SEJPA Restatement Agreement, SEJPA offers the Board Member \$160 for each reportable meeting, which the Board Member may choose to accept or reject. These meetings are accounted for in our annual budget.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

January 21, 2025

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: CONTRACT FOR TOXICITY TESTING SERVICES FOR FISCAL YEARS 2025 - 2028

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute an agreement with Nautilus Environmental, Inc. (formerly Enthalpy Analytical, LLC) for toxicity testing services in an amount not-to-exceed \$51,310; and
2. Discuss and take action as appropriate.

BACKGROUND

The discharge of treated wastewater through the San Elijo Ocean Outfall is regulated by the Regional Water Quality Control Board under Order No. R9-2018-0003. This order mandates monthly chronic toxicity testing of effluent wastewater using the Test of Significant Toxicity (TST) statistical methodology. The San Elijo Joint Powers Authority (SEJPA) procures chronic toxicity testing services in compliance with its procurement policy, as these tests require specialized equipment and expertise not available in SEJPA's onsite laboratory.

DISCUSSION

In October 2024, SEJPA solicited bids for chronic toxicity testing services through PlanetBids. By the November 2024 bid deadline, one bid was received from Enthalpy Analytical, LLC (Enthalpy), the current provider of these services. To date, Enthalpy has consistently met SEJPA's quality and performance standards.

In December 2024, SEJPA was informed that Nautilus Environmental, Inc. is acquiring Enthalpy. Nautilus has confirmed it will honor existing contracts and maintain the same high-quality service standards for both ongoing and new agreements.

FISCAL IMPACT

The Fiscal Year 2024-25 Adopted Budget allocates \$64,000 for external laboratory services, including chronic toxicity testing and other as-needed laboratory analyses. The estimated cost for toxicity testing for the remainder of FY 2024-25 is \$6,500. The balance of the contract, totaling \$51,310, will be allocated across Fiscal Years ending in 2026, 2027, and 2028.

RECOMMENDATION

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to execute an agreement with Nautilus Environmental, Inc. (formerly Enthalpy Analytical, LLC) for toxicity testing services in an amount not-to-exceed \$51,310; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

**Attachment 1:** Chronic Toxicity Testing and Analysis Cost Proposal

**Attachment 2:** Enthalpy Analytical Client Letter



November 19, 2024

Michael T. Thornton, P.E.  
 San Elijo Joint Powers Authority (SEJPA)  
 Submitted via PlanetBids

**Subject: Chronic Toxicity Testing and Analysis Cost Proposal**

Dear Mr. Thornton,

In accordance with the Request for Proposals, the price quotation for toxicity testing services is included below. The test cost includes sample pick-up, delivery, and transportation to our laboratory in Mission Valley, San Diego, CA. Sample containers and coolers will also be provided at no cost. Our Project Management team will work closely with SEJPA staff to coordinate and schedule testing, arrange for pick-up and delivery, and will oversee the chronic toxicity testing program from sample pick-up to final reporting.

Chronic toxicity testing will be conducted on a monthly basis under the guidelines prescribed in *Short-Term Methods for Estimating the Chronic Toxicity of Effluent and Receiving Waters to West Coast Marine and Estuarine Organisms* (EPA/600/R-95/136, 1995). The 0.42% sample (IWC) will be tested and compared to a control to produce Pass/Fail and percent effect results using the Test of Significant Toxicity (TST) method of data analysis. Routine monitoring will be performed with giant kelp until the next round of species sensitivity screening in 2025. In the event that the most sensitive species changes, the applicable unit cost in the table below will govern.

Standard turn-around-time for the final report is three weeks from sample receipt at the laboratory. Deliverables include a final report of results, statistical analyses of sample data in accordance with method guidance, reference toxicant results if applicable, QA/QC discussion, and available raw data in electronic format.

Test Species	Test Endpoint(s)	Unit Test Cost	Total Number Requested	Extended Cost
Giant Kelp ( <i>Macrocystis pyrifera</i> )	Germination & Growth	\$1,300	36	\$46,800
Pacific Topsmelt ( <i>Atherinops affinis</i> )	Survival & Growth	\$1,190	2	\$2,380
Purple Sea Urchin ( <i>Strongylocentrotus purpuratus</i> )	Fertilization	\$1,065	2	\$2,130
Total Extended Cost				\$51,310

Thank you again for the opportunity to bid on this important program, and we look forward to hearing from you soon. If you should have any questions or need additional information about our qualifications, please contact me at 858.587.7333 x14012 or [katie.payne@enthalpy.com](mailto:katie.payne@enthalpy.com)

Sincerely,

A handwritten signature in cursive script that reads 'Katie Payne'.

Katie Payne, Toxicity Program Manager



October 31, 2024

Dear Enthalpy Client:

This letter is to inform you that Enthalpy Analytical, LLC (Enthalpy) has entered into an agreement with Nautilus Environmental, Inc. (Nautilus) to sell the assets relating to its aquatic toxicology testing business located at 4340 Vandever Avenue in San Diego, CA. The sale is expected to close on December 6, 2024.

Nautilus is committed to providing the same quality services that you are currently receiving from Enthalpy, and we expect no changes to the management team or employees. The team of responsive, applied scientists are still focused on all things toxicity: study design and review, quality assurance, and regulatory support as well as the analysis, integration, interpretation, validation, and application of environmental toxicity data. We endeavor to make the transition seamless for our clients.

About Nautilus: Nautilus is a member of the IEH Laboratories & Consulting Group family of companies which specializes in analytical testing for the food, water, wastewater and pharmaceutical industries. [www.iehinc.com](http://www.iehinc.com)

Nautilus will still be based in San Diego and will partner closely with its Canadian counterpart, Nautilus Environmental Company which offers accredited environmental (aquatic, sediment and soil) toxicological and microbiological testing, in support of Toxicity Identification and Reduction Evaluations, site-specific water quality guidelines, risk assessments and chemical registration alongside consulting services to provide the highest level of service to address any client needs.

If you currently have a contract with Enthalpy which requires consent to the assignment, you will receive a separate letter requesting your signed consent.

All technical inquiries and questions should be directed to your same contact person going forward. If you have any questions regarding the transition, please contact Peter Arth ([peter.arth@enthalpy.com](mailto:peter.arth@enthalpy.com)) or Katie Payne ([katie.payne@enthalpy.com](mailto:katie.payne@enthalpy.com)).

We appreciate your business and look forward to continuing to provide you with the highest level of customer service.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dalia Alfi", is written over a horizontal line.

Dalia Alfi  
CEO-Nautilus Environmental



SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

January 21, 2025

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: Director of Infrastructure and Sustainability

SUBJECT: AUTHORIZE CHANGE ORDER NO. 10 FOR THE BIOSOLIDS DEWATERING FACILITY IMPROVEMENT PROJECT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute Contract Change Order No. 10 in an amount of \$54,371.00 for additional construction services related to the Biosolids Dewatering Facility Improvements project; and
2. Discuss and take action as appropriate.

BACKGROUND

The Biosolids Dewatering Facilities Improvements Project (Biosolids Project) consists of two major components – (1) replacement of the aging biosolids dewatering equipment, polymer system, electrical systems, and biosolids handling systems, and rehabilitation of the dewatering building and ancillary systems and structures; and (2) replacement of Main Switchboard No. 2 (MS-2) which feeds secondary, tertiary, Advanced Water Purification (AWP), and solids treatment processes. The biosolids facility and MS-2 were originally constructed in 1991 and are approaching the end of their service life and the building is exhibiting deterioration that requires remediation.

The project was publicly bid and SEJPA awarded a contract to GSE Construction, Inc. (GSE) in January 2023 in the amount of \$8,687,200. SEJPA has executed Contract Change Order (CCO) Nos. 1 through 9 to date totaling \$354,888 and granted time extension of 125 calendar days. Additionally, in December 2024 the Board authorized the General Manager to finalize negotiations for restoration of the Dewatering Building Roof, not to exceed \$160,000, bringing the total potential approved change order value to \$514,888.

## DISCUSSION

CCO No. 10 addresses necessary additional work to accommodate changed field conditions discovered during demolition and underground excavation. CCO No. 10 will increase the contractor's scope to include:

- Potholing and re-alignment of electrical duct bank between new MS-2 building and existing electrical vaults to avoid buried utilities that were not clearly documented in the 1992 record drawings.
- Addition of a new buried valve on existing non-potable water (NPW) system to allow isolation of system for tie-ins.
- Repair of deteriorated and corroded wall openings where new windows will be installed – see photos below.
- Additional work for masonry wall infill and removal of abandoned piping not previously considered in the contract documents.
- Revised slab footings and retaining wall to accommodate existing field conditions.

The completed change condition work described above was monitored by the project construction manager (Valley CM) and tracked using daily work tickets (time and materials accounting). GSE's change order proposals including verified extra work tickets and actual material cost receipts were reviewed by SEJPA and Valley CM for accuracy and compliance with extra work provisions of the contract. CCO No.10 will increase the contract value by \$54,371.00 and add 0 calendar days to the contract duration.



Photo 1 – Example of deteriorated masonry and corroded rebar at wall opening



Photo 2 – Example of completed repairs



Photo 3 – Repairs in Progress (November 2024)

### FISCAL IMPACT

The Biosolids Project construction phase was budgeted at \$11.2 million, including \$1.02 million in contingency, and is fully funded from the Wastewater Capital Program. Upon executing CCO No. 10 (\$54,371.00), unencumbered contingency funds (including pending change order for Dewatering Building roof repairs) will be reduced to approximately \$450,000 for the remainder of the project. The project is approximately 70% complete – current completion date is June 2025. No additional capital appropriations are needed at this time.

### RECOMMENDATION

It is therefore recommended that the Board of Directors:


1. Authorize the General Manager to execute Contract Change Order No. 10 in an amount of \$54,371.00 for additional construction services related to the Biosolids Dewatering Facility Improvements project; and
2. Discuss and take action as appropriate.

Respectfully submitted,

---

Thomas C. Falk, P.E., PMP  
Director of Infrastructure and Sustainability

**Attachment 1:** Contract Change Order No. 10

 <p><b>SAN ELIJO</b>   JOINT POWERS AUTHORITY 2695 Manchester Avenue Cardiff by the Sea, CA 92007</p>	<b>Contract Change Order (CCO) No.</b> 10
	<b>Contract Name:</b> Biosolids Dewatering Facility Improvement
	<b>Contract No.:</b> 2023-026 SC <b>Program Code:</b> 13019
<b>Contractor:</b> GSE Construction <b>Construction</b>	<b>Created By:</b> George Foote
<b>Date:</b> January 7, 2025	<b>Reviewed By:</b> Tom Falk
<b>Status:</b>	<b>Accepted By:</b>
<b>Revision:</b>	<b>Approved By:</b>
<b>Time Change (Days)</b> Zero	<b>CCO Amount:</b> \$54,371.00
<b>Summary</b> <ol style="list-style-type: none"> <li>1. PCO #20-Add Pothole site investigation for PCO #21 RFI #52(add) \$6,212.00</li> <li>2. PCO #26-Add NPW Underground Valve RFI #56 (add) \$2,927.00</li> <li>3. PCO #27-Repair windowsills in Dewatering Building (add) \$37,498.00</li> <li>4. PCO #30-Masonry fill in louver at electrical building RFI #68 (add) \$1,504.00</li> <li>5. PCO #31-Demo existing exposed pipe in DW building (zero) \$0.00</li> <li>6. PCO #39-Footing change at air handling slab RFI #74 (add) \$3,686.00</li> <li>7. PCO #43-Realign retaining wall RFI #85 (add) \$2,544.00</li> </ol>	
<b>Attachments:</b> PCO #20, #26, # 27, #30, #31, #39, & #43	
<p><i>To Contractor: You are hereby directed to make the herein described changes from the Contract Documents.                  Note: This CCO is not effective until approved by San Elijo Joint Power Authority's General Manager.</i></p>	
<b>CCO SCOPE OF WORK DESCRIPTION</b>	
<p>The scope of this work includes all the work described in:</p> <ol style="list-style-type: none"> <li>1. PCO #20(add)-Site investigation was necessary to determine if construction of a new ductbank rather than utilizing the new ductbank from PB-P5 to the electrical building because as designed wasn't feasible.</li> <li>2. PCO #26(add)-This valve was added so that the dewatering building non potable water could be isolated from the DAF.</li> <li>3. PCO #27(add)- The existing windowsills in the dewatering building were severely corroded. B&amp;V's structural engineer visited the site and prepared a report. All 16 windowsills required to be repaired.</li> <li>4. PCO #30(add)-The existing electrical building had a louver opening that didn't require to be filled in with masonry. The building needed to be watertight because of all the new electrical equipment inside. This change was necessary to fill in the louver with masonry.</li> <li>5. PCO #31(add)-This change removed pipe that was no longer in service at the dewatering building. It was not required to be demolished by the contract drawings.</li> </ol>	

- 6. PCO #39(add)-The existing slab on grade footing of the dewatering building projected out underground and the new air handling slab on grade was not designed to accommodate this so the new slab on grade had to be modified.
- 7. PCO #43(add)-Adjust retaining wall alignment to be parallel to the new equipment pads and existing dewatering building. The mis-alignment was discovered after the forms were set but before the concrete was poured.

**CCO COST (ADD/DEDUCT/NET) DESCRIPTION**

**CONTRACT SUMMARY**

Original Contract Amount.....	\$	8,687,200.00
Net Change from Previous CCOs (1-9)	\$	354,887.64
Contract Amount Prior to this CCO (1-9).....	\$	9,042,087.64
Contract Amount Change by this CCO (10).....	\$	54,371.00
New Contract Amount (1-10).....	\$	9,096,458.64
In Words: Nine Million, Ninety-Six Thousand, Four Hundred Fifty-Eight Dollars and 64/100ths Dollars		
Notice to Proceed Date.....		March 15, 2023
Original Contract Time.....		700 Calendar Days
Original Contract Completion Date.....		February 11, 2025
Contract Time Change from Previous CCOs.....		125 Days
Contract Completion Date Prior to this CCO.....		June 17, 2025
Contract Time Change by this CCO.....		0 Calendar Days
New Contract Completion Date.....		June 17, 2025

**APPROVALS**

<b>Contractor</b>	By: _____	Date: _____
	Steven Villanueva, PM, GSE Construction	
<b>Construction Manager</b>	By: _____	Date: _____
	George Foote Construction Manager	
<b>SEJPA</b>	By: _____	Date: _____
	Thomas _____, Infrastructure and Sustainability, San Elijo Joint Powers Authority	
<b>SEJPA</b>	By: _____	Date: _____
	Michael Thornton, General Manager, San Elijo Joint Powers Authority	

SIGNATURES PENDING BOARD APPROVAL

- Notes:*
1. It is understood and agreed that the above adjustments constitute compensation in full on behalf of the Contractor, its Subcontractors and Suppliers, for all costs and markups directly or indirectly attributed to the change ordered, for all time impacts and work sequencing related thereto and all extended overhead costs, and for performance of all remaining and change order Work within the Contract Time stated.
  2. All other Contract Work and Terms and Conditions of the Contract remain unchanged.
  3. If the Contractor does not sign acceptance of this CCO, attention is directed to the requirements of the Contract Documents as to proceeding with the ordered Work and filing a written protest within the time stipulated.

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

January 21, 2025

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: 2025 ELECTION OF OFFICERS AND BOARD MEETING SCHEDULE

RECOMMENDATION

It is recommended that the Board of Directors:

1. Appoint Chairperson and Vice-Chairperson for the 2025 SEJPA Board of Directors;
2. Select regular meeting schedule for 2025; and
3. Discuss and take action as appropriate.

DISCUSSION

**SEJPA Board Officer Appointments and Meeting Schedule**

In accordance with Article 3 of the San Elijo Joint Powers Authority (SEJPA) formation agreement, the SEJPA Board is required to appoint a chairperson and vice-chairperson and establish the time and place for its regular meetings by the second meeting of each calendar year.

***2024 SEJPA Officers and Board Members***

The officers and board members for the 2024 calendar year were as follows:

- **Chair of the Board:** Council Member Hinze (Encinitas)
- **Vice Chair of the Board:** Council Member Becker (Solana Beach)
- **Board Member:** Deputy Mayor Blackwell (Encinitas)
- **Board Member:** Council Member Zito (Solana Beach)

***Proposed 2025 SEJPA Officers and Board Members***

In 2025, SEJPA will welcome two new incoming board members: Encinitas Council Member Jim O’Hara and Encinitas Council Member Luke Shaffer. Following the past practice of rotating Board officer positions, the proposed slate of officers for 2025 is as follows:

- **Chair of the Board:** Council Member Becker (Solana Beach)
- **Vice Chair of the Board:** Council Member from Encinitas
- **Board Member:** Council Member Zito (Solana Beach)
- **Board Member:** Council Member from Encinitas

### ***Regular Meeting Schedule***

SEJPA's regular meetings are typically held at 8:30 a.m. on the third Tuesday of each month. To accommodate a summer break, one meeting is generally skipped, alternating between July and August. For 2024, the summer break was in August; therefore, it is proposed that the July meeting be skipped in 2025. This schedule is subject to Board discretion.

Additionally, the December meeting is proposed for the second Tuesday of the month to avoid potential conflicts with the holiday season.

See Attachment 1 for the proposed 2025 Board Meeting schedule.

### **FINANCIAL IMPACT**

There is no financial impact associated with this item.

### **RECOMMENDATION**

It is therefore recommended that the Board of Directors:

1. Appoint Chairperson and Vice-Chairperson for the 2025 SEJPA Board of Directors;
2. Select regular meeting schedule for 2025; and
3. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

**Attachment 1:** Proposed 2025 Board Meeting Schedule



**BOARD OF DIRECTORS**  
San Elijo Joint Powers Authority

**PROPOSED  
2025 BOARD MEETING DATES**

January 21
February 18
March 18
April 15
May 20
June 17
July – No Meeting
August 19
September 16
October 21
November 18
December 09*

\*Second Tuesday of the month



\*

AGENDA ITEM NO. 16

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

January 21, 2025

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: Director of Infrastructure and Sustainability

SUBJECT: CAPITAL PROGRAM UPDATE

RECOMMENDATION

No action required. This memorandum is submitted for information only.

BACKGROUND

SEJPA implements capital projects at the San Elijo Water Campus and remote facilities in accordance with agency policies and its adopted budget. Projects are aligned with SEJPA's mission to protect the environment and public health. The Capital Program supports the mission through responsible management of SEJPA and member agency assets to promote reliable, sustainable operations and value-added services to the community and customers.

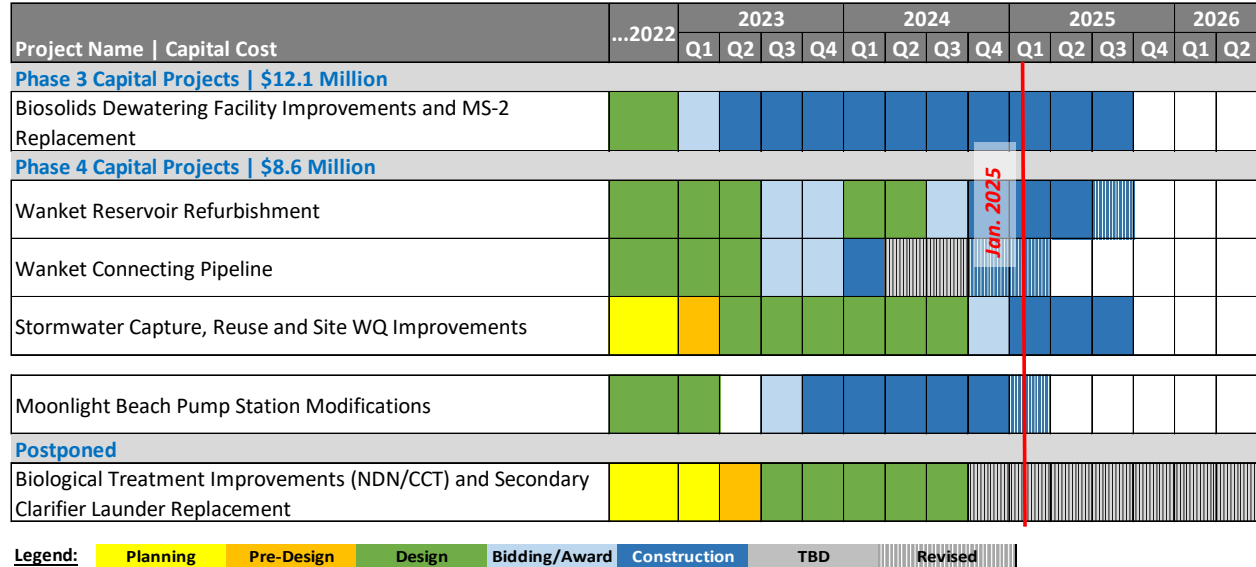
SEJPA is mid-way through the 3-Year Capital Plan (2023-2025) and is in the process of updating its facility planning documents that will establish the capital program priorities through 2035. The 3-Year Capital Plan initially consisted of 20 prioritized projects with a total estimated cost of \$32.6 million. In the fall of 2024, SEJPA conducted a review of the 3-Year Capital Plan, noting concerns about the ability of SEJPA and its member agencies to fund ongoing and near-term future projects in light of persistently high construction costs. In December 2024, SEJPA decided to postpone the Biological Treatment Improvements Project until after the 2025 Facility Plan update is completed and pending development of a capital program funding strategy in collaboration with SEJPA member agencies.

Projects being implemented under the 3-Year Capital Plan, now estimated at \$20.5 million, will be funded by cash contributions collected from wastewater customer agencies through the annual budgeting process, recycled water revenues, and outside funding sources including state and federal grants and recycled water incentive programs. SEJPA's budgeting and financial practices allocate capital project expenses to the benefiting program in accordance with defined asset ownership or leased capacity.

**DISCUSSION**

The 3-Year Capital Plan delivery schedule and estimated cost are summarized in Figure 15-1. Following, Table 15-1 highlights notable progress over the past quarter (September – December 2024) and anticipated major activities in the next 3 to 6 months. Five capital projects will be under construction over the next six months.

**FIGURE 15-1: 3-YEAR CAPITAL PLAN SCHEDULE AND COST SUMMARY**



**TABLE 15-1: 3-YEAR CAPITAL PLAN, PROJECT STATUS SUMMARY**

Project Name (Status)	Progress as of January 2025
<b>Phase 3 Capital Projects</b>	
Biosolids Dewatering Facility Improvements and MS-2 Replacement (Construction)	<ul style="list-style-type: none"> <li>✓ MS-2 equipment delivered and installed</li> <li>✓ Shutdowns for MS-2 cutover and startup: Jan/Feb</li> <li>✓ Temporary Power and Centrifuge installed/operational (Sept 2024)</li> <li>✓ Dewatering Building Demolition completed</li> <li>✓ Building refurbishment in progress</li> <li>✓ Dewatering Building Motor Control Center (MCC) due January 2025</li> </ul>
<b>Phase 4 Capital Projects</b>	
Wanket Reservoir Refurbishment (Construction)	<ul style="list-style-type: none"> <li>✓ Awarded in July 2024; Notice to Proceed in September 2024</li> <li>✓ Contractor mobilized</li> <li>✓ Tank inspection in progress and piping work commenced.</li> </ul>
Wanket Recycled Water Pipeline (Construction)	<ul style="list-style-type: none"> <li>✓ Pipeline construction complete</li> <li>✓ Turf restoration complete</li> <li>✓ Punchlist and project closeout: Jan/Feb 2025</li> </ul>
Stormwater Capture, Reuse and Site WQ Improvements (Design)	<ul style="list-style-type: none"> <li>✓ Rejected Bids in December 2024</li> <li>✓ Re-bid in progress; focused on infrastructure for stormwater diversion and reuse.</li> <li>✓ Anticipate construction bid/award in Q1, 2025</li> </ul>

Project Name (Status)	Progress as of January 2025
Biological Treatment Improvements (NDN/CCT) and Secondary Clarifier Launder Replacement (Design)	<ul style="list-style-type: none"> <li>✓ Postponed pending completion of 2025 Facility Plan and development of capital program funding strategy.</li> </ul>
Moonlight Beach Pump Station Modifications (Construction)	<ul style="list-style-type: none"> <li>✓ Pumps 1, 3, and 4 installation/startup completed</li> <li>✓ New PLC installed and tested</li> <li>✓ Pump 2 installation/startup scheduled for Jan/Feb 2025</li> <li>✓ Expected Completion: March 2025</li> </ul>

SEJPA is advancing the design of several near-term priority projects and will implement them based on immediate funding availability:

- SCADA 3.0: Hardware, software, and programming upgrades
- Olivenhain PS: Replacement of wetwell influent gate
- Water Campus: Safety improvements at headworks and aeration basins
- Effluent Pump Station rehabilitation

SEJPA kicked off the 2025 Facility Plan project in August 2024. SEJPA Staff and the consultant team conducted condition assessments of all remote pump station sites in December 2024 and are scheduled to complete assessments of the San Elijo Water Campus in January 2025. Ongoing activities include technical studies on plant hydraulics, water balancing, energy optimization, and asset management. Projects previously identified as “miscellaneous near-term” needs will be prioritized in the forthcoming Facility Plan update with implementation slated to begin in FY 2025/26.

FINANCIAL IMPACT

There is no financial impact associated with this staff report.

RECOMMENDATION

No action required. This memorandum is submitted for information only.

Respectfully submitted,




---

Thomas (Tom) C. Falk, P.E., PMP  
 Director of Infrastructure and Sustainability

\*

AGENDA ITEM NO. 17

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

January 21, 2025

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: Director of Infrastructure and Sustainability

SUBJECT: AWARD CONSTRUCTION PHASE CONTRACTS FOR THE STORMWATER  
CAPTURE AND REUSE PROJECT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to award and execute a contract for the construction of the Stormwater Capture and Reuse Project to Canyon Springs Enterprises in the lump sum amount of \$1,119,300;
2. Authorize the General Manager to execute Amendment 1 to the professional services agreement with Dudek for engineering services during construction for the Project in an amount not to exceed \$35,000;
3. Authorize the General Manager to execute Amendment 1 to the professional services agreement with Valley CM for construction management and inspection services for the Project in an amount not to exceed \$49,875; and
4. Authorize the General Manager to execute a professional services agreement with Gafcon for labor compliance services for the Project in an amount not to exceed \$9,492; and
5. Discuss and take action as appropriate.

BACKGROUND

The Stormwater Capture and Reuse Project will provide new source water for recycling, improve water campus drainage to manage runoff and erosion, protect downstream water quality, and align with industrial stormwater permit requirements. The project will divert stormwater from the regional storm channel including pumping dry weather and first-flush storm flows and skimming peak storm flows to existing onsite bioretention basin. Onsite infrastructure will collect and convey runoff to the existing onsite bioretention and pumping into the headworks for treatment. This captured water will reduce pollutant load to the lagoon and provide up to 19 acre-feet per year of recycled water supply.

In 2024 SEJPA has experienced multiple project construction bids exceeding budgeted construction allowances. To address these rising capital program costs, Staff elected to reduce the capital budget allocated to the Stormwater Project to \$1.6 million from the adopted FY 2024-25 Budget of \$2.1 million.

SEJPA received two bids for the Stormwater Project in December significantly higher than the budget allowance. Considering priorities across the agency, staff concluded the bids received did not represent the best use of available capital funds and in December 2024 the Board rejected bids and concurred with staff’s recommendation to reduce the scope of the project to the core grant-eligible elements in an attempt to receive bids within SEJPA’s budget.

**DISCUSSION**

Staff completed a value-engineering exercise and refined the project scope to include only the core regional storm channel diversion and capture/reuse infrastructure. Scope deferred from the immediate project includes some onsite erosion control elements that will be maintained with temporary measures in the interim. The deferred scope will be included in the 2025 Facility Plan for prioritization and future implementation.

In accordance with SEJPA’s Purchasing Policies and Procedures and applicable public works contracting requirements, the revised project was posted on Planet Bids on December 10, 2024 and publicly advertised in Coast News on December 13<sup>th</sup> and December 27<sup>th</sup>. A pre-bid meeting and job walk was conducted on December 16, 2024 to allow prospective bidders an opportunity to see the project site, develop access and staging strategies, and seek clarification on project expectations. A total of 44 entities accessed the bidding documents via Planet Bids during the bid period including 20 contractors registered as “prime” bidders.

On January 9, 2025, three (3) construction bids for the Stormwater Project were received, as shown in **Table 1**. The bids were evaluated by SEJPA for compliance with the advertised bid requirements, the contractor’s ability to perform the work, and the submitted bid price.

**Table 1 – Stormwater Project Bid Tabulation**

<b>Company</b>	<b>Bid Price (low to high)*</b>
Canyon Springs Enterprises	\$1,119,300
Innovative Construction Solutions	\$1,220,000
Fordyce Construction, Inc.	\$1,254,687

Based on SEJPA’s evaluation, Staff recommends award of the Stormwater Project to Canyon Springs Enterprises, which was the lowest responsive and responsible bidder.

During construction, support from the engineer of record (Dudek) is needed to review material and equipment submittals, respond to request for information (RFI) related to design questions and resolving construction conflicts, and issuing final record drawings. Staff recommends amending Dudek’s current professional services agreement (initially awarded in March 2023 for \$268,556) by an amount not to exceed \$35,000.

For construction management and inspection (CM&I) services during the construction phase, staff determined that the scale and complexity of the Stormwater Project would not justify a standalone construction management team. SEJPA previously retained Valley CM to provide CM&I services

for the Biosolids Dewatering Improvement Project that is currently in construction. Recognizing that the Stormwater Project schedule will substantially overlap with the ongoing Biosolids Project, it became apparent that leveraging current onsite resources is the best option available to SEJPA. At SEJPA’s request, Valley CM provided a proposal to provide extended CM&I services for the Stormwater Project. Valley CM proposed to supplement their existing team with as-needed inspection staff, setup project administration and project management procedures, and provide construction administration support on a time and materials basis, not to exceed \$49,875. Staff recommends amending the existing CM&I agreement (awarded January 2022; initial value of \$946,558) in this amount. The costs for the two projects will be tracked separately and the Stormwater Project costs are reimbursable through the grant programs.

**FINANCIAL IMPACT**

The lowest responsive construction bid for the Stormwater Project, received from Canyon Springs Enterprises is \$1,119,300. When including soft costs for engineering, design, and bidding support, construction management and inspection, and contingency, the total anticipated cost for the Stormwater Project is shown in **Table 2**.

**Table 2 – Stormwater Project Budget**

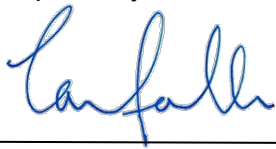
<b>Project Element</b>	<b>Encumbered Cost</b>
Planning, Engineering, Design, and Bidding Support <sup>1</sup>	\$346,400
Construction Contract (Canyon Springs Enterprises) <sup>2</sup>	1,119,300
Construction Management & Inspection (CM&I, Valley CM) <sup>3</sup>	49,900
Engineering Services During Construction, ESDC (Dudek) <sup>3</sup>	35,000
Labor Compliance Program (Gafcon)	9,500
Legal and Administration (2% of construction phase costs)	25,000
Construction Contingency (10% of construction phase costs)	121,000
<b>TOTAL</b>	<b>\$1,706,100</b>
<i>Notes:</i>	
1. <i>Soft Costs incurred for preliminary project development, planning, engineering, design, and bid-phase services (Kimley-Horn and Dudek).</i>	
2. <i>Apparent Low Bidder, Award per this Staff Report.</i>	
3. <i>Soft Costs to be encumbered with award of construction phase contracts.</i>	

Soft costs to date totaling approximately \$346,400 are reimbursable through state and federal grants if project construction is completed by September 2025. The Stormwater Project will receive Proposition 1 Grant funding in the amount of approximately \$1.1 million and is also eligible to receive 25% reimbursement through the Bureau of Reclamation Title XVI Water Infrastructure for the Nation (WIIN) program, estimated to be approximately \$0.4 million. The “going-forward” construction-phase costs under consideration with these contract awards is projected to be \$1.36 million, fully reimbursable by the nearly \$1.5 million in state and federal grant funding. Expenses previously incurred in excess of available state and federal grants were appropriated from the 2023 Recycled Water Loan and Wastewater Capital Funds, respectively.

## RECOMMENDATION

1. Authorize the General Manager to award and execute a contract for the construction of the Stormwater Capture and Reuse and Site Water Quality Improvements Project to Canyon Springs Enterprises in the lump sum amount of \$1,119,300;
2. Authorize the General Manager to execute Amendment 1 to the professional services agreement with Dudek for engineering services during construction for the Project in an amount not to exceed \$35,000; and
3. Authorize the General Manager to execute Amendment 1 to the professional services agreement with Valley CM for construction management and inspection services for the Project in an amount not to exceed \$49,875; and
4. Authorize the General Manager to execute a professional services agreement with Gafcon for labor compliance services for the Project in an amount not to exceed \$9,492; and
5. Discuss and take action as appropriate.

Respectfully submitted,



---

Thomas C. Falk, P.E., PMP  
Director of Infrastructure and Sustainability

**Attachment 1:** Canyon Springs Enterprises – Bid Proposal, January 9, 2025

**Attachment 2:** Dudek ESDC Proposal, November 27, 2024

**Attachment 3:** Valley CM, CM&I Proposal, October 11 2024

**Attachment 4:** Gafcon, LCP Proposal, December 2, 2024



**VOLUME 1: BIDDING, CONTRACT DOCUMENTS, AND GENERAL CONDITIONS**

**FOR THE**

**STORMWATER CAPTURE AND REUSE PROJECT  
AT THE SAN ELIJO WATER CAMPUS**

PROJECT NO.:  
13024 (STORMWATER CAPTURE & REUSE)

Date of Issuance: December 10, 2024

**Bids Due: January 9, 2025 at 2:00 PM (local time)**

via PlanetBids Portal

<https://pbsystem.planetbids.com/portal/33529/portal-home>

San Elijo Joint Powers Authority  
2695 Manchester Avenue  
Cardiff by the Sea, California 92007  
(760) 753-6203

**ATTENTION: MR. TOM FALK, P.E., PMP  
DIRECTOR OF INFRASTRUCTURE AND SUSTAINABILITY**



1 – Bid Form:

- Bid Form Cover Page
- Bid Sheet and Costs Included (provided in Bid Form following Sections A & B)
- List of Subcontractors (provided in Bid Form, Section C)
- List of Equipment Manufacturers (provided in Bid Form, Section D)
- Safety Acknowledgment (provided in Bid Form, Section E)
- Company Data (provided in Bid Form, Section F)
- Closing Statement (provided in Bid Form, Section G)

2 – Additional Forms (all forms following the Bid Form):

- Bidder's Bond or Alternate Security with California All-Purpose Acknowledgement
- Noncollusion Declaration with California All-Purpose Acknowledgement
- Bidder's Statement Regarding Debarment (in accordance with IFB-12)
- Surety and Financial Status (in accordance with IFB-17)
- Safety Acknowledgment (in accordance with Bid Form, Section E)
- Experience and References (in accordance with IFB-12)
- System For Award Management (Sam) Registration And Universal Identifier Numbering System (In Accordance With Section 00850)

- New Restrictions On Lobbying Certification (In Accordance With Section 00850)
- Certification Of Nonsegregated Facilities (Contractor) (In Accordance With Section 00850)
- Federal Debarment And Suspension Certification (In Accordance With Section 00850)
- Drug-Free Workplace Certification (In Accordance With Section 00850)
- Small and Minority Business and Women Business Enterprise Solicitation: Affirmative Steps Worksheet (In Accordance with Section 00850)

*SEJPA:  
Documents  
submitted with bid  
and verified  
complete - not  
included in Board  
Award Package*

This form is required.

**SECTION 00400 – BID FORM**

Bid Form Cover Page

TO: SAN ELIJO JOINT POWERS AUTHORITY  
CARDIFF BY THE SEA, CALIFORNIA

BIDDER: Canyon Springs Enterprises

---

FOR: Stormwater Capture and Reuse Project at the San Elijo Water Campus

UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

Pursuant to, and in compliance with, the Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the Contract, the character, quality, quantities, and scope of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, materials, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the Contract and complete, in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, for the prices hereinafter set forth. This Bid, as presented herein, is irrevocable, and may not be withdrawn for a period of ninety (90) days after the date set for the opening of Bids, except in accordance with the withdrawal of Bid provisions of the Instructions for Bidders.

Further, the undersigned proposes and agrees, if the Bid is accepted, that he/she will execute a Contract with SEJPA in the form set forth in the Contract Documents and that he/she will accept in full payment thereof the following prices to wit:

A. BID SHEET

Bidder shall complete the following Bid Sheet in its entirety.

**BID SCHEDULE (STORMWATER CAPTURE & REUSE, PN 13024)**

Performance of all Work indicated in the Specifications categorized as follows:

Bid Item (See Section 01010, Summary of Work for description of bid items)	Quantity	Unit	Unit Price	Bid Item Price
1. Mobilization, Bonds, Permits, Cleanup, and Demobilization  (Not to exceed 5% of Bid Schedule A total amount)	1	LS	NA	\$ 45,000.00
2. Temporary Erosion Control/Stormwater managment	1	LS	NA	\$ 22,000.00
3. Gravel Access Road, Dtl. 1 / C-9 (including all demo, clearing, grubbing and grading to sub-grade and place rock)	9,800	SF	8.50	\$ 83,300.00
4. Rip Rap	1	LS	NA	\$ 50,000.00
5. Portland Cement Concrete Paving	1	LS	NA	\$ 198,000.00
6. Regional Stormwater Channel Diversion Structure and Gravity Piping (including trench excavation safety measures)	1	LS	NA	\$ 215,000.00
7. Regional Stormwater Channel Sump, Pump, and Piping (including trench excavation safety measures and associated Electrical)	1	LS	NA	\$ 251,000.00
8. Water Campus Diversion pump and forcemain (including trench excavation safety measures and associated Electrical)	1	LS	NA	\$ 255,000.00
<i>Enter Total Bid Schedule Amount Below where indicated</i>				

**BASE BID**

Bidder will complete the Work of the Bid Schedule for the following amount:

\$ 1,119,300.00

(Figures)

One-Million Nine-Hundred Nineteen Thousand Three Hundred Dollars Even

(Words)

**If there are any discrepancies between the Bid Submission Form and Line Items tab in PlanetBids portal, the Line Items tab will take precedence.**

The low bid will be determined based on the Total Bid Price listed above including Bid Schedule

**B. COSTS INCLUDED IN PRECEDING BID**

The undersigned declares that the cost for all labor, materials, equipment, taxes, freight, insurance and incidentals necessary for the Work is included in the Total Bid Price including but not limited to: sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavation in conformance with applicable safety orders; prices quoted are F.O.B. job site, installed, tested and operational with all applicable sales taxes, State and/or Federal, and any other special taxes, patent rights, or royalties paid by the Bidder.

**C. LIST OF SUBCONTRACTORS**

The Bidder shall completely fill out the list below with the name and information of each subcontractor who will perform Work under this contract in excess of one-half of one percent (0.5%) of the Bidder's total bid price, and shall also list the portion of the Work which will be done by each such subcontractor. After the opening of proposals, no changes or substitutions will be allowed except as otherwise provided by law.

The Bidder understands that if the Bidder fails to list a subcontractor that will perform any portion of the Work to be performed under the contract in excess of one-half of one percent of the Bid, the Bidder shall be deemed to have represented that it is fully qualified to perform that portion of the work itself (which is subject to verification), and that Bidder has agreed to perform that portion of the work, and that the Bidder shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of SEJPA, setting forth the facts constituting the emergency or necessity in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code). The Bidder may list one subcontractor for each portion of the work as described by the Bidder in the space provided below.

Circumvention by the Contractor of the requirement to list subcontractors by the device of listing one subcontractor who will in turn sublet portions constituting the majority of the Work covered by this Contract shall be considered a violation of Chapter 4 of the California Public Contract Code and shall subject the Contractor to the penalties set forth in Public Contract Code §§ 4110 and 4111. Contractor shall conduct substitutions of subcontractors in compliance with Public Contract Code Sections 4107 and 4107.5 detailing the process and conditions under which a public agency may consent to a subcontractor substitution. Attach additional sheets if necessary.

Contractor's Name & License Number	Place of Business	Value of Work (\$) / Percent of Total Contract	Type of Work
Southern Contracting Company 22252	559 Twin Oaks Valley Rd. San Marcos CA 92079	\$120,000.00 / 10.7%	Electrical
National Coating & Lining 886430	26713 Madison Ave Murrieta, CA 92562	\$13,000.00 / 1.2%	Coatings


**D. LIST OF EQUIPMENT MANUFACTURERS**

The undersigned Bidder understands and agrees that SEJPA will consider this Bid incomplete and unresponsive unless the Bidder names an approved manufacturer for each item in the following list. Manufacturers not explicitly named in the equipment specification will not be considered equal until approved by the Design Engineer. Not more than one manufacturer shall be named for each item of equipment. The undersigned Bidder hereby agrees that, after submission of this Bid, he/she will not make any change in the following listing of manufacturers and will not award a contract or agreement of any kind to a manufacturer not listed below for the listed items of equipment unless such provision of the Contract Documents pertaining to substitutions and equals. The manufacturers named below produce the listed items of equipment which comply with the requirements of the Contract Documents, and the undersigned Bidder will furnish and install complying equipment of the manufacturers named in the following lists.

<u>Bid Item</u>	<u>Item Description</u>	<u>Manufacturer / Supplier</u>

**E. SAFETY ACKNOWLEDGEMENT**

Submit a completed Safety Acknowledgement (Bid Forms) with the bid in order to describe how the Bidder intends to approach the Work with respect to safety measures for accident prevention, handling of hazardous material or wastes, or any other item that is important to the safe conduct of the Work.

Bid will be rejected as incomplete if not accompanied by this safety documentation. SEJPA may reject a Bid if SEJPA determines that the Bidder’s safety documentation is not sufficient to support a safe work environment. Attach additional sheets if necessary.

Contractor will be required to acknowledge SEJPA's Safety Policy and Procedures (SPP) No. 10 – Contractor Safety Policy and Procedures, which is included in Volume 4, Reference Document 2 and incorporated by reference to these Contract Documents.

F. COMPANY DATA

Legal name of Bidder:

Canyon Springs Enterprises

---

The full names and residences of all persons and parties interested in the foregoing Bid Form as principals are as follows:

(NOTICE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.)

Thomas Uppena, President

---

Grace E. Adams, Secretary, Treasurer

---

---

Business address: 27476 Via Industria Temecula CA 92590

---

---

Telephone 951.925.2288

---

Facsimile N/A

---

Contact Thomas Uppena, President

---

Email Estimating@c-s-e-inc.com

---

California Contractor's License:

Type: A

---

No.: 906747

---

Expiration Date: 4/30/2026

---

G. CLOSING STATEMENT

In signing below, Bidder certifies that its Total Bid Price requests sufficient funds to allow Contractor to comply with all applicable laws or regulations governing the labor or services to be

provided under the Contract. Furthermore, Contractor hereby indemnifies SEJPA for liabilities and penalties for violations of Labor Code Section 2810.

In conformance with current requirements of Section 1861 of the Labor Code of the State of California, the undersigned confirms the following as his certification:

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract.

The undersigned has the legal authority to bind the Bidder to a contract for the execution of the Work object of this Bid Form.

Addenda: The undersigned acknowledges receipt of the following Addenda numbers:

1, 2, 3

Respectfully submitted by:



(signature)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this statement was executed on January 9, 20 25 at Temecula, California.

Clearly printed name:

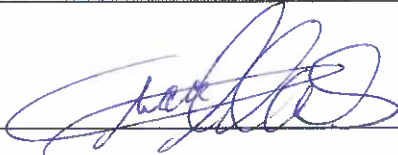
Thomas Uppena

Position:

President

Seal:

Co-signed or attested:



(signature)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this statement was executed on January 9, 20 25 at Temecula, California.

Clearly printed name:

Grace E. Adams

Position:

Secretary, Treasurer

**\*\*\* END OF BID FORM \*\*\***






THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this  
30th day of December, A.D. 2024.

Canyon Springs Enterprises

Principal

(Seal)

  
(Signature for Principal)

President

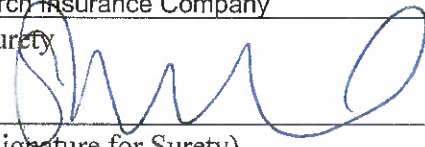
Title

Thomas Oppena, President  
(Print Name and Title of Signer)

Arch Insurance Company

Surety

(Seal)

  
(Signature for Surety)

Attorney-in-Fact

Title

Shaunna Rozelle Ostrom, Attorney-in-Fact

(Print Name and Title of Signer)

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

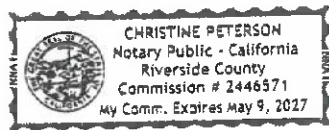
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF Riverside )

On 1/9/25, before me, Christine Peterson, Notary Public, personally appeared Thomas Uppena, 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 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.



Christine Peterson  
Notary Public

NOTE:

- (a) Signature of those executing for Surety must be properly acknowledged.
- (b) The Attorney-in-fact must attach a certified copy of the Power of Attorney.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

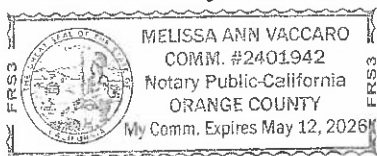
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF Orange )

On December 30th, 2024, before me, Melissa Ann Vaccaro, Notary Public, personally appeared Shaunna Rozelle Ostrom, 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 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.



Melissa Ann Vaccaro  
Melissa Ann Vaccaro Notary Public

NOTE:

- (a) Signature of those executing for Surety must be properly acknowledged.
- (b) The Attorney-in-fact must attach a certified copy of the Power of Attorney.

END OF BID BOND

*This form is required. This form must be submitted with a California All-Purpose Acknowledgment.*

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Ben Stong, Michael D. Stong and R. Nappi of Riverside, CA (EACH) Benjamin Wolfe, Chelsea Liberatore of Sacramento, CA (EACH) Adrian Langrell, Arturo Ayala, Daniel Huckabay, Dwight Reilly, Frank Morones and Shaunna Rozelle Ostrom of Orange, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 10th day of February, 2023.

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



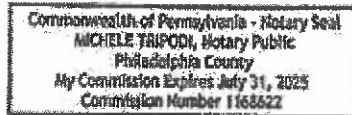
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public  
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 10, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 30th day of December, 2024

Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

**SECTION 00435 – NONCOLLUSION DECLARATION**

To be executed by Bidder and submitted with Bid.

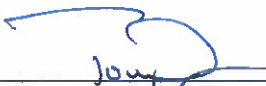
The undersigned declares:

I am the President of Canyon Springs Enterprises the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purposes.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/9/25 [date], at Temecula [city], CA [state].

  
\_\_\_\_\_  
Signature of: President, Secretary,  
Manager, Owner, or Representative  
  
Thomas Uppena, President  
\_\_\_\_\_  
Clearly Print Name and Title

**\*\*\* END OF NONCOLLUSION DECLARATION \*\*\***

*This form is required.*

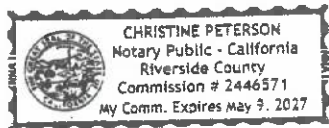
**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside }  
On 1/9/25 before me, Christine Peterson, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Thomas Uppena  
Name(s) of Signer(s)

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 Christine Peterson  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



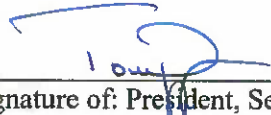
**SECTION 00440 – BIDDER’S STATEMENT REGARDING DEBARMENT**

To be completed by Bidder and submitted with Bid.

- 1) Has your firm, or any firm with which any of your firm’s owners/officers/partners was associated, or any of your subcontractors ever been debarred in the State of California?

                                            
Yes                      No                      X

- 2) If yes, provide an attachment with more details, including the name(s) of the party debarred, the names of the agency(ies), and the period(s) of and reasons for debarment(s).



\_\_\_\_\_  
Signature of: President, Secretary,  
Manager, Owner, or Representative  
Thomas Uppena, President

**\*\*\* END OF STATEMENT REGARDING DEBARMENT \*\*\***

National


**SECTION 00440 – BIDDER’S STATEMENT REGARDING DEBARMENT**

To be completed by Bidder and submitted with Bid.

- 1) Has your firm, or any firm with which any of your firm’s owners/officers/partners was associated, or any of your subcontractors ever been debarred in the State of California?

           Yes            No                      X          

- 2) If yes, provide an attachment with more details, including the name(s) of the party debarred, the names of the agency(ies), and the period(s) of and reasons for debarment(s).

  
\_\_\_\_\_  
Signature of: President, Secretary,  
Manager, Owner, or Representative

**\*\*\* END OF STATEMENT REGARDING DEBARMENT \*\*\***

Southern

**SECTION 00440 – BIDDER’S STATEMENT REGARDING DEBARMENT**

To be completed by Bidder and submitted with Bid.

- 1) Has your firm, or any firm with which any of your firm’s owners/officers/partners was associated, or any of your subcontractors ever been debarred in the State of California?

           Yes            No       X      

- 2) If yes, provide an attachment with more details, including the name(s) of the party debarred, the names of the agency(ies), and the period(s) of and reasons for debarment(s).



\_\_\_\_\_  
Signature of: President, Secretary,  
Manager, Owner, or Representative

**\*\*\* END OF STATEMENT REGARDING DEBARMENT \*\*\***

*This form is required*

**SECTION 00445 – SURETY AND FINANCIAL STATUS**

To be completed by Bidder and submitted with Bid.

A) List the name of all Surety Companies utilized during the last five years. Use additional sheets as necessary.

	Surety Name and Complete Address	Contact and Phone Number	Period Covered
A	Arch Insurance Company 3 Parkway Suite 1500 Philadelphia, PA 19102	c/o Dan Huckabay 714.516.1232	2020-Present
B	Argonaut Insurance Company PO Box 469011 San Antonio TX 78246	c/o Dan Huckabay 714.516.1232	2018-2020
C			
D			
E			

B) Was any surety required to complete any portion of the prospective bidder's projects in the last five years? If so, provide the following information: N/A

	Surety Name, Address, Contact and Phone	Year	Explanation
A			
B		N/A	
C			
D			

**\*\*\* END OF SURETY AND FINANCIAL STATUS \*\*\***

*This form is required.*

**SECTION 00450 – SAFETY ACKNOWLEDGMENT**

To be completed by Bidder and submitted with Bid.

The undersigned Contractor hereby acknowledges its obligation to ensure that all work performed on behalf of SEJPA for the Project is consistent with safety standards and practices for Contractor’s business and as established by state, federal and local laws and regulations, including but not limited to applicable Occupational Safety and Health Administration regulations and safety orders. Contractor will maintain those safety programs, certificates and permits appropriate for the work for the duration of the Project, and will update its safety programs, certificates and permits as needed to reflect best practices and any changes in the scope of work. Contractor further acknowledges that it will ensure that its subcontractors maintain adequate safety programs that are necessary and appropriate for the work those subcontractors will perform on the Project. Contractor agrees to promptly provide a copy of any safety program documentation to SEJPA upon request.

**Safety Checklist**

Contractor acknowledges that for the duration of the Project, Contractor and/or its subcontractors will maintain, and provide adequate training to employees on, the safety program components marked “YES” below, and that those safety program components marked “N/A” (not applicable) are not necessary or appropriate for the Project work to be performed.

Safety Program Components	Category	Authority	YES	N/A
Boiler Safety	B&FPV	8 CCR §§ 750 - 797		X
General Construction	CSO	8 CCR §§ 1508 - 1527	X	
Dusts, Fumes, Mists, Vapors, and Gases	CSO	8 CCR §§ 1528 - 1537	X	
Excavations	CSO	8 CCR §§ 1539 - 1547	X	
Bins, Bunkers, Hoppers, and Material Storage	CSO	8 CCR §§ 1548 - 1549	X	
Derricks, Cranes, Boom-Type Excavators	CSO	8 CCR §§ 1581 -1589		X
Haulage and Earth Moving	CSO	8 CCR §§ 1590 - 1596	X	
Vehicles, Traffic Control, Flaggers, Barricades, and Warning Signs	CSO	8 CCR §§ 1597 - 1599	X	
Pile Driving	CSO	8 CCR §§ 1600 - 1601		X
Work Over or Near Water	CSO	8 CCR §§ 1602 - 1603		X
Construction Hoists	CSO	8 CCR §§ 1604 - 1605.21		X
Cranes and Derricks in Construction	CSO	8 CCR §§ 1610 - 1619.5		X
Standard Railings	CSO	8 CCR §§ 1620 - 1621	X	
Ramps, Runways, Stairwells, and Stairs	CSO	8 CCR §§ 1623 - 1626	X	
Access and Egress	CSO	8 CCR §§ 1629 - 1631	X	
Floor, Roof, and Wall Openings	CSO	8 CCR §§ 1632 - 1633		X
Temporary Floors	CSO	8 CCR § 1635		X
Scaffolds	CSO	8 CCR §§ 1635.1 - 1667		X

Fall Protection	CSO	8 CCR §§ 1669 - 1672	X	
Ladders	CSO	8 CCR §§ 1675 - 1678	X	
Saws--Power	CSO	8 CCR §§ 1680 - 1682	X	
Powder-Actuated Tools	CSO	8 CCR §§ 1684 - 1692		X
Miscellaneous Construction Tools and Equipment	CSO	8 CCR §§ 1693 - 1708	X	
Erection and Construction	CSO	8 CCR §§ 1709 - 1722.1		X
Roofing Operations and Equipment	CSO	8 CCR §§ 1723 - 1731		X
Demolition	CSO	8 CCR §§ 1733 - 1737		X
Oxygen, Acetylene, and Fuel Gas	CSO	8 CCR §§ 1739 - 1743		X
Electrical Requirements for Construction Work	CSO	8 CCR § 1760	X	
Fire Protection and Prevention	CSO	8 CCR §§ 1920 - 1938	X	
Confined Spaces in Construction	CSO	8 CCR §§ 1950-1962		X
Injury & Illness Prevention Program	GISO	8 CCR § 3203	X	
Personal Safety Devices and Safeguards	GISO	8 CCR §§ 3380 - 3400	X	
General Mobile Equipment and Auxiliaries	GISO	8 CCR §§ 3620 - 3920	X	
Confined Spaces	GISO	8 CCR §§ 5156 -5159		X
Hazardous Substances and Processes	GISO	8 CCR §§ 5160 - 5199	X	
Diving	GISO	8 CCR §§ 6050 - 6120		X
Clean Air Act and San Diego Air Quality Management District Compliance	Emissions	Misc.	X	
U.S. Department of Transportation Compliance	Transportation	Misc.		X
Coronavirus/COVID-19 Preparedness and Response Plan (or equivalent)	Emergency	Misc.	X	

In addition to those components described above, Contractor's safety program includes the following elements:

N/A

By signing below, Contractor certifies that the above statements are true and correct.

Date: 1/9/25

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

Name: Thomas Uppena

Position: President

\*\*\* END OF SAFETY ACKNOWLEDGMENT \*\*\*

*This form is required.*

**SECTION 00450 – SAFETY ACKNOWLEDGMENT**

To be completed by Bidder and submitted with Bid.

The undersigned Contractor hereby acknowledges its obligation to ensure that all work performed on behalf of SEJPA for the Project is consistent with safety standards and practices for Contractor’s business and as established by state, federal and local laws and regulations, including but not limited to applicable Occupational Safety and Health Administration regulations and safety orders. Contractor will maintain those safety programs, certificates and permits appropriate for the work for the duration of the Project, and will update its safety programs, certificates and permits as needed to reflect best practices and any changes in the scope of work. Contractor further acknowledges that it will ensure that its subcontractors maintain adequate safety programs that are necessary and appropriate for the work those subcontractors will perform on the Project. Contractor agrees to promptly provide a copy of any safety program documentation to SEJPA upon request.

**Safety Checklist**

Contractor acknowledges that for the duration of the Project, Contractor and/or its subcontractors will maintain, and provide adequate training to employees on, the safety program components marked “YES” below, and that those safety program components marked “N/A” (not applicable) are not necessary or appropriate for the Project work to be performed.

Safety Program Components	Category	Authority	YES	N/A
Boiler Safety	B&FPV	8 CCR §§ 750 - 797		X
General Construction	CSO	8 CCR §§ 1508 - 1527	X	
Dusts, Fumes, Mists, Vapors, and Gases	CSO	8 CCR §§ 1528 - 1537	X	
Excavations	CSO	8 CCR §§ 1539 - 1547		X
Bins, Bunkers, Hoppers, and Material Storage	CSO	8 CCR §§ 1548 - 1549	X	
Derricks, Cranes, Boom-Type Excavators	CSO	8 CCR §§ 1581 -1589		X
Haulage and Earth Moving	CSO	8 CCR §§ 1590 - 1596		X
Vehicles, Traffic Control, Flaggers, Barricades, and Warning Signs	CSO	8 CCR §§ 1597 - 1599	X	
Pile Driving	CSO	8 CCR §§ 1600 - 1601		X
Work Over or Near Water	CSO	8 CCR §§ 1602 - 1603		X
Construction Hoists	CSO	8 CCR §§ 1604 - 1605.21		X
Cranes and Derricks in Construction	CSO	8 CCR §§ 1610 - 1619.5		X
Standard Railings	CSO	8 CCR §§ 1620 - 1621		X
Ramps, Runways, Stairwells, and Stairs	CSO	8 CCR §§ 1623 - 1626		X
Access and Egress	CSO	8 CCR §§ 1629 - 1631	X	
Floor, Roof, and Wall Openings	CSO	8 CCR §§ 1632 - 1633	X	
Temporary Floors	CSO	8 CCR § 1635		X
Scaffolds	CSO	8 CCR §§ 1635.1 - 1667	X	

Fall Protection	CSO	8 CCR §§ 1669 - 1672	X	
Ladders	CSO	8 CCR §§ 1675 - 1678	X	
Saws--Power	CSO	8 CCR §§ 1680 - 1682		x
Powder-Actuated Tools	CSO	8 CCR §§ 1684 - 1692	X	
Miscellaneous Construction Tools and Equipment	CSO	8 CCR §§ 1693 - 1708	X	
Erection and Construction	CSO	8 CCR §§ 1709 - 1722.1	X	
Roofing Operations and Equipment	CSO	8 CCR §§ 1723 - 1731		x
Demolition	CSO	8 CCR §§ 1733 - 1737		x
Oxygen, Acetylene, and Fuel Gas	CSO	8 CCR §§ 1739 - 1743		x
Electrical Requirements for Construction Work	CSO	8 CCR § 1760	X	
Fire Protection and Prevention	CSO	8 CCR §§ 1920 - 1938	X	
Confined Spaces in Construction	CSO	8 CCR §§ 1950-1962	X	
Injury & Illness Prevention Program	GISO	8 CCR § 3203	X	
Personal Safety Devices and Safeguards	GISO	8 CCR §§ 3380 - 3400	X	
General Mobile Equipment and Auxiliaries	GISO	8 CCR §§ 3620 - 3920		x
Confined Spaces	GISO	8 CCR §§ 5156 -5159	X	
Hazardous Substances and Processes	GISO	8 CCR §§ 5160 - 5199	X	
Diving	GISO	8 CCR §§ 6050 - 6120		x
Clean Air Act and San Diego Air Quality Management District Compliance	Emissions	Misc.	X	
U.S. Department of Transportation Compliance	Transportation	Misc.	X	
Coronavirus/COVID-19 Preparedness and Response Plan (or equivalent)	Emergency	Misc.	X	

In addition to those components described above, Contractor's safety program includes the following elements:

---



---



---

By signing below, Contractor certifies that the above statements are true and correct.

Date: 1/9/25

By: 

Name: Stephen Stewart

Position: Project Manager

\*\*\* END OF SAFETY ACKNOWLEDGMENT \*\*\*



*This form is required.*

**SECTION 00450 – SAFETY ACKNOWLEDGMENT**

To be completed by Bidder and submitted with Bid.

The undersigned Contractor hereby acknowledges its obligation to ensure that all work performed on behalf of SEJPA for the Project is consistent with safety standards and practices for Contractor’s business and as established by state, federal and local laws and regulations, including but not limited to applicable Occupational Safety and Health Administration regulations and safety orders. Contractor will maintain those safety programs, certificates and permits appropriate for the work for the duration of the Project, and will update its safety programs, certificates and permits as needed to reflect best practices and any changes in the scope of work. Contractor further acknowledges that it will ensure that its subcontractors maintain adequate safety programs that are necessary and appropriate for the work those subcontractors will perform on the Project. Contractor agrees to promptly provide a copy of any safety program documentation to SEJPA upon request.

**Safety Checklist**

Contractor acknowledges that for the duration of the Project, Contractor and/or its subcontractors will maintain, and provide adequate training to employees on, the safety program components marked “YES” below, and that those safety program components marked “N/A” (not applicable) are not necessary or appropriate for the Project work to be performed.

Safety Program Components	Category	Authority	YES	N/A
Boiler Safety	B&FPV	8 CCR §§ 750 - 797		✓
General Construction	CSO	8 CCR §§ 1508 - 1527	✓	
Dusts, Fumes, Mists, Vapors, and Gases	CSO	8 CCR §§ 1528 - 1537	✓	
Excavations	CSO	8 CCR §§ 1539 - 1547	✓	
Bins, Bunkers, Hoppers, and Material Storage	CSO	8 CCR §§ 1548 - 1549		✓
Derricks, Cranes, Boom-Type Excavators	CSO	8 CCR §§ 1581 -1589	✓	
Haulage and Earth Moving	CSO	8 CCR §§ 1590 - 1596		✓
Vehicles, Traffic Control, Flaggers, Barricades, and Warning Signs	CSO	8 CCR §§ 1597 - 1599	✓	
Pile Driving	CSO	8 CCR §§ 1600 - 1601		✓
Work Over or Near Water	CSO	8 CCR §§ 1602 - 1603	✓	
Construction Hoists	CSO	8 CCR §§ 1604 - 1605.21	✓	
Cranes and Derricks in Construction	CSO	8 CCR §§ 1610 - 1619.5	✓	
Standard Railings	CSO	8 CCR §§ 1620 - 1621	✓	
Ramps, Runways, Stairwells, and Stairs	CSO	8 CCR §§ 1623 - 1626	✓	
Access and Egress	CSO	8 CCR §§ 1629 - 1631	✓	
Floor, Roof, and Wall Openings	CSO	8 CCR §§ 1632 - 1633	✓	
Temporary Floors	CSO	8 CCR § 1635	✓	
Scaffolds	CSO	8 CCR §§ 1635.1 - 1667	✓	

Fall Protection	CSO	8 CCR §§ 1669 - 1672	✓	
Ladders	CSO	8 CCR §§ 1675 - 1678	✓	
Saws--Power	CSO	8 CCR §§ 1680 - 1682	✓	
Powder-Actuated Tools	CSO	8 CCR §§ 1684 - 1692	✓	
Miscellaneous Construction Tools and Equipment	CSO	8 CCR §§ 1693 - 1708	✓	
Erection and Construction	CSO	8 CCR §§ 1709 - 1722.1		✓
Roofing Operations and Equipment	CSO	8 CCR §§ 1723 - 1731		✓
Demolition	CSO	8 CCR §§ 1733 - 1737	✓	
Oxygen, Acetylene, and Fuel Gas	CSO	8 CCR §§ 1739 - 1743		✓
Electrical Requirements for Construction Work	CSO	8 CCR § 1760	✓	
Fire Protection and Prevention	CSO	8 CCR §§ 1920 - 1938	✓	
Confined Spaces in Construction	CSO	8 CCR §§ 1950-1962	✓	
Injury & Illness Prevention Program	GISO	8 CCR § 3203	✓	
Personal Safety Devices and Safeguards	GISO	8 CCR §§ 3380 - 3400	✓	
General Mobile Equipment and Auxiliaries	GISO	8 CCR §§ 3620 - 3920		
Confined Spaces	GISO	8 CCR §§ 5156 -5159	✓	
Hazardous Substances and Processes	GISO	8 CCR §§ 5160 - 5199	✓	
Diving	GISO	8 CCR §§ 6050 - 6120		✓
Clean Air Act and San Diego Air Quality Management District Compliance	Emissions	Misc.		✓
U.S. Department of Transportation Compliance	Transportation	Misc.	✓	
Coronavirus/COVID-19 Preparedness and Response Plan (or equivalent)	Emergency	Misc.	✓	

In addition to those components described above, Contractor's safety program includes the following elements:

See Attached Cover Sheet for Company Safety Manual for Additional Items.

By signing below, Contractor certifies that the above statements are true and correct.

Date: 1/9/2024  
By: [Signature]  
Name: Pat Baker  
Position: Safety Director

\*\*\* END OF SAFETY ACKNOWLEDGMENT \*\*\*

*This form is required.*

**SECTION 00455 – PROJECT EXPERIENCE**

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): Canyon Springs Enterprises		Owner: Yuima Municipal Water District	
Project Reference: 50054		Amy Reeh	760.742.3704 amy@yuimamwd.com
Forebay Water Booster Facility		Owner's Representative (1)	
Project Name		11/30/20	365 C/D
\$3,195,000.00	\$3,267,811.45	0	0
Original Contract Value (Dollars)	Final Contract Value (Dollars)	Completion Date	Contract Time/Time Extensions (Calendar Days)
Dexter Wilson Engineering, Dexter Wilson		Penalties Imposed (Dollars)	
Design Engineer and Representative		760.438.4422dwilsoneng.com	
Description of Project and Relevance to Project		Eng. Rep. Phone # and Email	
<p>Experience: Construction of a partially buried reinforced concrete booster facility and demo existing, electrical, piping, paving, pumps, masonry, shade structure, painting &amp; coatings, tank</p> <p>Relevance to Project: Erosion control &amp; stormwater management, paving, piping, concrete, trench excavation, electrical</p>			
<p>Description of Change in Contract Value or conflict, Contract Time</p> <p>30" overline line, oil sand removal, overflow tie-in, discharge pipeline, housekeeping generator pads, rebar for the doors, access road, generator wiring, HVAC unit, electrical pull box</p> <p>N/A</p>			
Status of Claims, if any (2): N/A no claims			
<p><sup>1</sup> Owner's Representative should be project manager or inspector resident engineer responsible for the work.</p> <p><sup>2</sup> Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.</p>			

\*\*\* END OF PROJECT EXPERIENCE \*\*\*

*This form is required.*

**SECTION 00455 – PROJECT EXPERIENCE**

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): Canyon Springs Enterprises		Owner: Coachella Valley Water District	
Project Reference: 50035		Dan Charlton	760.398.2661 dcharlton@cvwd.org
Project Name	Groundwater Intake Improvements	Owner's Representative (1)	Owner Rep. Phone # and Email
\$1,805,989.00	\$1,815,987.00	3/25/2018	0
Original Contract Value (Dollars)	Final Contract Value (Dollars)	6 months	0 C/D
		Completion Date	Contract Time/Time Extensions (Calendar Days)
Dahl Consultants, Wayne Dahl		916.221.3900 info@dahlconsultants.com	
Design Engineer and Representative		Eng. Rep. Phone # and Email	
Description of Project and Intake improvements, grading, electrical, radial gates, concrete flatwork, RipRap swale, shotcrete, demo, Relevance to Project slope protection			
Experience: electrical, concrete flat work, demo, RipRap			
Description of Change in Field directive concrete overlay			
Contract Value or			
Contract Time N/A			
Status of Claims, if any (2): N/A No Claims			
<sup>1</sup> Owner's Representative should be project manager or inspector resident engineer responsible for the work. <sup>2</sup> Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.			

*This form is required.*

**SECTION 00455 – PROJECT EXPERIENCE**

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): Canyon Springs Enterprises		Owner: Town of Apple Valley	
Project Reference: 50081		760.240-7000 x 7530	
Jess Ranch Lift Station Upgrades		rberger@applevalley.org	
Project Name		Owner Rep. Phone # and Email	
\$2,568,300.00	\$2,710,736.50	12/12/23	0
Original Contract Value (Dollars)	Final Contract Value (Dollars)	210 W/D	15 W/D
		Completion Date	Penalties Imposed (Dollars)
Lee + Ro Engineering, Amirtendu Meji PE		626.667.5352 amirtendu.meji@leb-ro.com	
Design Engineer and Representative		Eng. Rep. Phone # and Email	
Description of Project and Lift station upgrades, demo existing LS, electrical, masonry, fence & Gate, bypass pumping, concrete, Relevance to Project wet well, painting & coatings, piping, erosion control, paving Experience: demo, concrete, electrical, piping, erosion control			
Description of Change in channel grinder mfg. change, wet well piping, masonry pilasters, UG drain piping, level transducer, shade Contract Value or structure, fence modifications, pump control cables, exterior light changes, paving to concrete Contract Time 15 W/D			
Status of Claims, if any <sup>(2)</sup> : N/A No Claims			
<sup>1</sup> Owner's Representative should be project manager or inspector resident engineer responsible for the work. <sup>2</sup> Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.			

\*\*\* END OF PROJECT EXPERIENCE \*\*\*

*This form is required.*

**SECTION 00455 – PROJECT EXPERIENCE**

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): Canyon Springs Enterprises		Owner: Santa Fe Irrigation District	
Project Reference: 50064		Marissa Potter	
Clearwell & Washwater Seismic Tanks		858.756.2424 mpotter@sfdwater.org	
Project Name	Owner's Representative (1)	Owner Rep. Phone # and Email	
\$5,536,372.00	12/30/21	550 C/D	0
Original Contract Value (Dollars)	Final Contract Value (Dollars)	Contract Time/Time Extensions (Calendar Days)	Penalties Imposed (Dollars)
	\$5,677,807.49	0 C/D	0
Kleinfelder Engineering Contact Marissa Potter		619.831.4600 mpotter@sfdwater.org	
Design Engineer and Representative		Eng. Rep. Phone # and Email	
Description of Project and Seismic improvements, demo, grading, piles, concrete, paving, storm drain improvements, piping, erosion control, Relevance to Project electrical, RipRap bedrock, SWPPP Experience: RipRap, erosion control, piping, concrete, demo			
Description of Change in field directives bedrock excavation, light pole removal, 36" tie-in, water line modifications, electrical conduit, Contract Value or bollard replacement, hydroseeding, inlet repairs			
Contract Time N/A			
Status of Claims, if any (2): N/a No Claims			
1 Owner's Representative should be project manager or inspector resident engineer responsible for the work.			
2 Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.			

\*\*\* END OF PROJECT EXPERIENCE \*\*\*

*This form is required.*

**SECTION 00455 – PROJECT EXPERIENCE**

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): Canyon Springs Enterprises		Owner: Indian Wells Valley Water District	
Project Reference: 50079		951.684.6900	
Gateway & Salisbury Booster Station Replacements		tromeyn@kriegerandstewart.com	
Project Name	Travis Romeyn	Owner Rep. Phone # and Email	
\$2,424,000.00	5/18/23	425 C/D	0 C/D
Original Contract Value (Dollars)	\$2,445,685.84	Final Contract Value (Dollars)	0
Completion Date	Contract Time/Time Extensions (Calendar Days)	Penalties Imposed (Dollars)	951.684.6900
Krieger & Stewart, Travis Romeyn			
Design Engineer and Representative			
Description of Project and Relevance to Project & Experience: Construct two new booster stations and demo existing, demo, rebar, HVAC, electrical, masonry, painting Experience: demo, electrical, concrete, erosion control, piping			
Description of Change in Contract Value or Contract Time			
N/A		SCE svcs plan, pump controls, pump can diameters, MCC	
Status of Claims, if any (2):			
N/A		No Claims	
<sup>1</sup> Owner's Representative should be project manager or inspector resident engineer responsible for the work. <sup>2</sup> Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.			

\*\*\* END OF PROJECT EXPERIENCE \*\*\*

*This form is required.*

**SECTION 00455 – PROJECT EXPERIENCE**

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): <b>National Coating &amp; Lining Co.</b>		Owner: <b>East Bay Municipal Utility District</b>	
Project Reference: <b>Stormwater Capture and Reuse Project</b>		<b>Sherry Leung</b>	
Project Name		Owner's Representative (1)	
<b>\$1,513,786</b>	<b>\$1,598,521</b>	<b>2020</b>	<b>0</b>
Original Contract Value (Dollars)	Final Contract Value (Dollars)	Completion Date	Contract Time/Time Extensions (Calendar Days)
<b>East Bay Municipal Utility District</b>		<b>None</b>	
Design Engineer and Representative		Penalties Imposed (Dollars)	
<b>Concrete Rehab and Spray Liner</b>		<b>Eng. Rep. Phone # and Email</b>	
Description of Project and Relevance to Project Experience:			
<b>Description of Change in Additional Concrete Rehab work added</b>			
Contract Value or Contract Time		Eng. Rep. Phone # and Email	
<b>None</b>		<b>Eng. Rep. Phone # and Email</b>	
Status of Claims, if any (2):			
<b>None</b>			
1 Owner's Representative should be project manager or inspector resident engineer responsible for the work.			
2 Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.			

**\*\*\* END OF PROJECT EXPERIENCE \*\*\***



*This form is required.*

**SECTION 00455 – PROJECT EXPERIENCE**

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

<b>Firm (Bidder/Sub): National Coating &amp; Lining Co.</b>		<b>Owner: Santa Rosa Regional Resources Authority</b>	
<b>Project Reference: Stormwater Capture and Reuse Project</b>			
<b>Santa Rosa Water Reclamation</b> Project Name	Luke Braun	(925) 605-8064 Owner Rep. Phone # and Email	
\$1,496,655 Original Contract Value (Dollars)	2021 Completion Date	0 Contract Time/Time Extensions (Calendar Days)	None Penalties Imposed (Dollars)
\$1,455,866 Final Contract Value (Dollars)			
<b>Black &amp; Veatch</b> Design Engineer and Representative			
Description of Project and Relevance to Project Experience: Concrete surface repair and crack injection, coating concrete, field painting			
Description of Change in Deleting of items to be painted Contract Value or Contract Time			
Status of Claims, if any (2): None			
<sup>1</sup> Owner's Representative should be project manager or inspector resident engineer responsible for the work. <sup>2</sup> Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.			

\*\*\* END OF PROJECT EXPERIENCE \*\*\*

*This form is required.*

**SECTION 00455 – PROJECT EXPERIENCE**

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

<b>Firm (Bidder/Sub): National Coating &amp; Lining Co.</b>		<b>Owner: City of Lathrop</b>	
<b>Project Reference: Stormwater Capture and Reuse Project</b>			
<b>C.T.F. Phase 2 Expansion</b>		<b>Behzad Nazari,</b>	
<b>Project Name</b>	<b>Owner's Representative (1)</b>		
<b>Original Contract Value (Dollars)</b>	<b>2019</b>	<b>0</b>	<b>925-525-4827</b>
<b>Final Contract Value (Dollars)</b>	<b>Completion Date</b>	<b>Contract Time/Time Extensions (Calendar Days)</b>	<b>Owner Rep. Phone # and Email</b>
<b>City of Lathrop</b>			<b>None</b>
<b>Design Engineer and Representative</b>			
<b>Field Painting</b>			
<b>Description of Project and Relevance to Project Experience:</b>			
<b>Description of Change in Additional painting work added</b>			
<b>Contract Value or Contract Time</b>			
<b>Status of Claims, if any (2):</b>			
<b>None</b>			
<b>1 Owner's Representative should be project manager or inspector resident engineer responsible for the work.</b>			
<b>2 Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.</b>			
<b>Eng. Rep. Phone # and Email</b>			

\*\*\* END OF PROJECT EXPERIENCE \*\*\*

*This form is required.*

**SECTION 00455 - PROJECT EXPERIENCE**

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): <b>National Coating &amp; Lining Co.</b>		Owner: <b>City of Fresno</b>	
Project Reference: <b>Stormwater Capture and Reuse Project</b>			
Project Name	Scott Kaminky		
\$104,000	Owner Rep. Phone # and Email 303-653-1167		
Original Contract Value (Dollars)	\$104,000	2019	0
Final Contract Value (Dollars)		Completion Date	Contract Time/Time Extensions (Calendar Days)
City of Fresno			
Design Engineer and Representative			
Description of Project and Relevance to Project Experience: Field Painting			
Description of Change in Contract Value or Contract Time			
Status of Claims, if any (2): None			
<sup>1</sup> Owner's Representative should be project manager or inspector resident engineer responsible for the work. <sup>2</sup> Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.			

\*\*\* END OF PROJECT EXPERIENCE \*\*\*

*This form is required.*

**SECTION 00455 – PROJECT EXPERIENCE**

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

<b>Firm (Bidder/Sub): National Coating &amp; Lining Co.</b>		Owner: City of Farmersville	
Project Reference: Stormwater Capture and Reuse Project			
Farmersville WTF		Mike Slade	315-480-0760
Project Name		Owner's Representative (1)	Owner Rep. Phone # and Email
\$285,015	\$401,162	2021	0
Original Contract Value (Dollars)	Final Contract Value (Dollars)	Completion Date	Contract Time/Time Extensions (Calendar Days)
			None
			Penalties Imposed (Dollars)
Design Engineer and Representative			
Description of Project and Relevance to Project Experience: Field Painting on steel			
Description of Change in Additional Painting Contract Value or Contract Time			
Status of Claims, if any (2): None			
<sup>1</sup> Owner's Representative should be project manager or inspector resident engineer responsible for the work. <sup>2</sup> Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.			

\*\*\* END OF PROJECT EXPERIENCE \*\*\*

*This form is required.*

**SECTION 00455 – PROJECT EXPERIENCE**

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): Southern Contracting Company		Owner: Los Angeles County Sanitation District	
Project Reference:			
San Jose Creek WRP Power Distrib System Mods		Alan Paton	562-908-4288, Ext2033 apaton@lacsds.org
Project Name		Owner's Representative (1)	Owner Rep. Phone # and Email
Original Contract Value (Dollars)	Final Contract Value (Dollars)	Completion Date	Contract Time/Time Extensions (Calendar Days)
\$16,968,800.00	\$18,474,003.00	11/23	600
Design Engineer and Representative		Penalties Imposed (Dollars)	
Los Angeles County Sanitation District Alan Paton		None	
Description of Project and Relevance to Project Experience:		Eng. Rep. Phone # and Email	
All electrical installation for the San Jose Water Reclamation Plant Power which includes the diesel engine emergency generator, transformers, low-voltage switchgear, switchboards and motor control centers, variable frequency controllers, instrumentation, relocation of existing facilities and all appurtenant work.		apaton@lacsds.org	
Description of Change in Contract Value or Contract Time		Eng. Rep. Phone # and Email	
Changes in site work as conditions came up during installation and/or Owner requested additions as the work progressed.		apaton@lacsds.org	
Status of Claims, if any (2): N/A			
1 Owner's Representative should be project manager or inspector resident engineer responsible for the work.			
2 Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.			

\*\*\* END OF PROJECT EXPERIENCE \*\*\*

00455 - 1

PN 13024  
December 2024

*This form is required.*

**SECTION 00455 – PROJECT EXPERIENCE**

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): Southern Contracting Company		Owner: Fallbrook Public Utility District	
Project Reference:		Aaron Cook	760-728-1125 acook@fpud.com
Santa Margarita River Conjunctive Use Project		Owner Rep. Phone # and Email	
Project Name		Owner's Representative <sup>(1)</sup>	
Original Contract Value (Dollars)	\$6,345,000.00	Completion Date	5/22
Final Contract Value (Dollars)	\$7,751,156.00	Contract Time/Time Extensions (Calendar Days)	514 Days
		Penalties Imposed (Dollars)	None
Design Engineer and Representative		760-728-1125 acook@fpud.com	
Description of Project and Relevance to Project Experience:		Fallbrook Public Utility District - Aaron Cook, Engineer Eng. Rep. Phone # and Email	
Description of Change in Contract Value or Contract Time		RO Systems Clearwell, and Waste Wash Water Recovery tanks, Iron Manganese (IM) removal system, IM backwash, water and waste wash water sludge pumps, restroom, and electrical room, and separate product water pump station building, Chemical unloading storage and feed facility, Concrete sludge drying bed renovation, Electrical, Control system, Earthwork and Stormwater facilities.	
Status of Claims, if any <sup>(2)</sup> :		Additions requested by Owner due to site conditions. N/A	
<sup>1</sup> Owner's Representative should be project manager or inspector resident engineer responsible for the work. <sup>2</sup> Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.			

\*\*\* END OF PROJECT EXPERIENCE \*\*\*

*This form is required.*

**SECTION 00455 – PROJECT EXPERIENCE**

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): Southern Contracting Company		Owner: City of Beaumont	
Project Reference:			
Salt Mitigation Upgrades		Kristine Day	951-769-8520 kday@beaumontca.gov
Project Name		Owner's Representative (1)	Owner Rep. Phone # and Email
Original Contract Value (Dollars)	Final Contract Value (Dollars)	Completion Date	Contract Time/Time Extensions (Calendar Days)
	\$7,082,742.00	5/21	906
Design Engineer and Representative		City of Beaumont	
Description of Project and Relevance to Project Experience:		Wastewater Treatment Plant expansion and capacity increases, including relocation of existing blowers re-routing existing process piping, aeration Basin #1 and Influent Distribution Structure #2, mods to Headworks, Grit Removal System, construction of the Electrical, Membrane and Recycled Water Buildings, Start-up and Commissioning of facilities.	
Description of Change in Contract Value or Contract Time		Changes in work due to site conditions.	
Status of Claims, if any (2):		N/A	
<p>1 Owner's Representative should be project manager or inspector resident engineer responsible for the work.</p> <p>2 Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.</p>			

*This form is required.*

**SECTION 00455 – PROJECT EXPERIENCE**

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): Southern Contracting Company		Owner: International Boundary & Water Commission	
Project Reference:		Crystal Cadillo	
South Bay Waste Water Treatment Plant Expansion		951-943-8803 crystal.cadillo@ibwc.gov	
Project Name		Owner Rep. Phone # and Email	
Original Contract Value (Dollars)	\$792,000.00	Final Contract Value (Dollars)	\$1,917,763.00
Completion Date	1/19	Contract Time/Time Extensions (Calendar Days)	540
Penalties Imposed (Dollars)		None	
Design Engineer and Representative URS Corporation - La Jolla, CA 92037 Paul Rydzynski 858-812-9292 paul.rydzynski@urscorp.com Eng. Rep. Phone # and Email			
Description of Project and Relevance to Project Experience:		Construction of the equalization tanks (3.75 MG) with a duplex effluent submersible pump station, three (3) new secondary sedimentation tanks (SSTs) and replacement of the six existing return activated sludge (RAS) pumps with new submersible pumps for the South Bay International Wastewater Treatment Plant, including work consisting of civil/site, landscaping, structural, mechanical, electrical, and instrumentation	
Description of Change in Contract Value or Contract Time		Requested changes per the Owner and changes in the site conditions.	
Status of Claims, if any (2):		N/A	
<p><sup>1</sup> Owner's Representative should be project manager or inspector resident engineer responsible for the work.</p> <p><sup>2</sup> Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.</p>			



*This form is required.*

**SECTION 00455 – PROJECT EXPERIENCE**

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): Southern Contracting Company		Owner: Water Replenishment District of Southern California	
Project Reference:		Paul Fu	562-275-4251
Leo J. Vander Lans WTF Expansion		pfu@wrd.org	
Project Name		Owner Rep. Phone # and Email	
Original Contract Value (Dollars)	\$6,738,000.00	Completion Date	6/15
Final Contract Value (Dollars)	\$7,033,962.00	Contract Time/Time Extensions (Calendar Days)	900
Design Engineer and Representative		Penalties Imposed (Dollars)	
CDM Smith		None	
Description of Project and Relevance to Project Experience:		Owner Rep. Phone # and Email	
All electrical and instrumentation for the distribution systems and all electrical upgrades to expand the facility.		walpolem@cdmsmith.com	
Description of Change in Contract Value or Contract Time		Eng. Rep. Phone # and Email	
Changes in site conditions as the work progressed.		909-579-3500	
Status of Claims, if any (2):			
N/A			
<p><sup>1</sup> Owner's Representative should be project manager or inspector resident engineer responsible for the work.  <sup>2</sup> Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.</p>			

\*\*\* END OF PROJECT EXPERIENCE \*\*\*



## CANYON SPRINGS ENTERPRISES

A Wholly Owned Subsidiary of Associated  
Construction and Engineering, Inc.

Phone: (951) 925-2288  
27482 Via Industria  
Temecula, CA 92590  
Website: [www.c-s-e-inc.com](http://www.c-s-e-inc.com)

### CERTIFICATION OF RESOLUTION AND AUTHORITY

I, Grace E. Adams, do hereby certify that I am duly elected and acting Secretary/Treasurer of Canyon Springs Enterprises, a California Corporation, and that as such officer, I am duly authorized to make this certification on behalf of that corporation.

I further certify that by consent in lieu of a meeting dated December 12<sup>th</sup>, 2023, as authorized by California law, the Board of Directors of said corporation adopted the following resolution in accordance with the By-Laws of said corporation.

RESOLVED, that any Canyon Springs Enterprises, Business Development Manager or Manager of Sales heretofore or hereafter employed in that capacity by Canyon Springs Enterprises or any other person as may from time to time be designated by the President of Canyon Springs Enterprises is authorized to make bids, prepare quotations and submit and receive proposals for contracts; to negotiate and sign contracts and other agreements, bid bonds, performance bonds, and other related documents; and to execute other documents required in connection therewith, on behalf of Canyon Springs Enterprises.

I further certify that the foregoing resolution is in full force and affect that I (Grace E. Adams), Thomas P. Uppena, and Travis D. Ginter, are duly designated and have the authority to sign business proposals and General Contract Agreements to Subcontractors, and bonding requirements for bid proposals and contracts on behalf of Canyon Springs Enterprises.

This certificate shall remain in full force and effect unless and until written notice of revocation has been received by the person relying on this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Canyon Springs Enterprises this 22<sup>nd</sup> day of February 2024.

Grace E. Adams, Secretary/Treasurer

## Contractor Information

**Legal Entity Name**

CANYON SPRINGS ENTERPRISES

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000002091

**Registration effective date**

7/1/2024

**Registration expiration date**

6/30/2025

**Mailing Address**

27476 VIA INDUSTRIA TEMECULA 92590 CA Un...

**Physical Address**

27476 VIA INDUSTRIA TEMECULA 92590 CA Un...

**Email Address****Trade Name/DBA****License Number(s)**

CSLB:806747

CSLB:806747

CSLB:806747

## Registration History

Effective Date	Expiration Date
6/6/2018	6/30/2019
5/9/2017	6/30/2018
5/2/2016	6/30/2017
6/25/2015	6/30/2016
10/20/2014	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2021
7/1/2021	6/30/2022
7/1/2022	6/30/2023
7/1/2023	6/30/2024
7/1/2024	6/30/2025

## Legal Entity Information

**Corporation Number:**

**President Name:**

THOMAS UPPENA

**Vice President Name:**

TRAVIS GINTER

**Treasurer Name:**

GRACE ADAMS

**Secretary Name:**

**CEO Name:**

**Agent of Service Name:**

THOMAS UPPENA

**Agent of Service Mailing Address:**

27476 VIA INDUSTRIA TEMECULA 92590 CA United States of America

**Agent of Service Name:**

LAWRENCE WOMBLES

**Agent of Service Mailing Address:**

27482 VIA INDUSTRIA TEMECULA 92590 CA United States of America

**Agent of Service Name:**

SHAWN OWENS

**Agent of Service Mailing Address:**

825 26TH STREET PASO ROBLES 93446 CA United States of America

**Agent of Service Name:**

EDUARDO PERALTA

**Agent of Service Mailing Address:**

27482 VIA INDUSTRIA TEMECULA 92590 CA United States of America

## Workers Compensation

**Do you lease employees** No

**through Professional  
Employer Organization  
(PEO)?:**

**Please provide your  
current workers  
compensation insurance  
information below:**

PEO	PEO	PEO
PEO InformationName	Phone	Email

**Insured by Carrier**

**Policy Holder Name:**CANYON SPRINGS ENTERPRISES, INC**Insurance Carrier:**

ZURICH-AMERICAN INSURANCE COMPANY Policy Number: WC2930566-01 Inception date:  
5/1/2024 Expiration Date: 5/1/2025

STATE OF CALIFORNIA  
**dca**  
DEPARTMENT OF CONSUMER AFFAIRS

**CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE**



License Number **806747**

Entity **CORP**

Business Name **CANYON SPRINGS ENTERPRISES**

Classification **A**



Expiration Date **04/30/2026**

[www.csib.ca.gov](http://www.csib.ca.gov)



ASSOCOCON-01

JACKSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Hardy Insurance Services, Inc.) and CONTACT (Lisa Perrault, CISR). Includes insurer details for Zurich, Endurance, Fortegra, and Everest.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella, Workers Compensation, and Exc Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) NOTE #1: \$10,000,000 Layered Excess Liability policies are Following Form thus the Additional Insured and Waiver of Subrogation provisions of the underlying primary CGL, AUTO LIAB & WC/EL policies applies.

CERTIFICATE HOLDER CAN BE NAMED AS ADDITIONAL INSURED PER U-GL-1175-F CW (04/13) AND WAIVER OF SUBROGATION FOR BOTH G/L & WC ARE AVAILABLE PER U-GL-025-B CW (12/01) & WC124 (04/84), AUTO ADDITIONAL INSURED APPLIES PER CA2048 (10/13).

Table with 2 columns: CERTIFICATE HOLDER and CANCELLATION. Includes signature area for authorized representative.

November 27, 2024

Tom Falk, PE, PMP  
Director of Infrastructure and Sustainability  
San Elijo Joint Powers Authority  
2695 Manchester Avenue  
Cardiff-by-the-Sea, California 92007

**Subject: Request for Change Order to Perform Construction Support Services for the Stormwater Capture, Reuse and Water Quality Improvements at San Elijo Water Campus**

Dear Mr. Falk:

Dudek is pleased to submit this request for a change order to provide engineering services during construction (ESDC) for the Stormwater Capture, Reuse and Water Quality Improvements at San Elijo Water Campus (the project), proposed by San Elijo Joint Powers Authority (SEJPA). Following the final submittal, Dudek has been asked by the SEJPA to provide a proposal for ESDC for this project. The estimated level of effort for ESDC is \$35,000. This work will be completed on a time and materials per our existing contract terms and basis as requested by the SEJPA up to this proposed budget limit.

This letter outlines our anticipated scope to support the construction phase of the project and includes our assumptions of the level of effort required.

## Scope of Work

### Task 1 Project Management

1.1 Our Project Manager will maintain team coordination, quality control, project schedule and billing throughout the project duration.

1.2 Communication with the SEJPA's Project Manager will be provided between our Project Manager, who will manage communications with our team. The Dudek Project Manager will coordinate with the SEJPA Project Manager on an as-needed basis. The estimated level of effort includes four (4) 30-minute coordination meetings.

### Task 2 Engineering Services During Construction

Dudek will provide construction support services as outlined below.

- Dudek will provide Construction Phase office engineering support to attend the pre-construction meeting, track and respond to RFIs including coordination of SEJPA input, track and review submittals including coordination of SEJPA review comments, and preparation of record drawings.
- It is assumed that ten (10) material submittals will be reviewed by the Dudek team as part of the construction of each of these projects. Submittal reviews are anticipated to average 2 hours per submittal and 1 hour per resubmittal, depending on the complexity of the submittal. Should additional resubmittals be required Dudek will discuss and impacts to budget with the SEJPA and may request additional compensation.



- During the Construction phase of the project it is assumed that up to ten (10) RFI's will be reviewed and addressed. RFI reviews are anticipated to average 4 hours per RFI, depending on the complexity of the item.
- Dudek assumes two (2) site visits during construction to assist in resolving field conflicts that may arise.
- Record drawings will be provided via PDF. Record drawings will be based on contractor redlines provided by the SEJPA upon acceptance of the completed improvements. Record drawing preparation includes one (1) round of review and comment by the SEJPA.

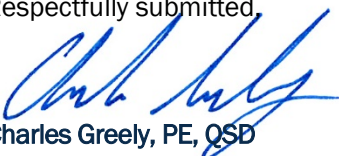
The table below summarizes the anticipated level of effort for each task.

		Project Team Role:		Project		TOTAL DUDEK		DUDEK LABOR		OTHER DIRECT		
		Manager	Senior Engineer									
		Team Member:	C. Greely	J. O'Brien/ S. Diaz								
		Billable Rate:	\$330	\$270	HOURS	COSTS	TOTAL HOURS	COSTS	TOTAL FEE			
<b>Task 1</b>	<b>Project Management</b>											
1.1	Project Management	4			4	\$ 1,320	4		\$ 1,320			
1.2	Coordination Meetings	2	2		4	\$ 1,200	4		\$ 1,200			
	<b>Subtotal Task 1</b>	<b>6</b>	<b>2</b>		<b>8</b>	<b>\$ 2,520</b>	<b>8</b>	<b>\$ -</b>	<b>\$ 2,520</b>			
<b>Task 2</b>	<b>Engineering Services During Construction</b>											
2.1	In-Person Pre-Construction Meeting	4			4	\$ 1,320	4		\$ 1,320			
2.2	RFI Responses (10)	4	40		44	\$ 12,089	44		\$ 12,089			
2.3	Submittal Responses (10)	4	30		34	\$ 9,405	34		\$ 9,405			
2.4	Prepare As-Builts	2	16		18	\$ 4,926	18		\$ 4,926			
2.5	Construction Site Visits (2)	8	8		16	\$ 4,740	16		\$ 4,740			
	<b>Subtotal Task 2</b>	<b>22</b>	<b>94</b>		<b>115</b>	<b>\$ 32,480</b>	<b>115</b>	<b>\$ -</b>	<b>\$ 32,480</b>			
<b>Total Non-Optional Hours and Fee</b>		<b>28</b>	<b>96</b>		<b>123</b>	<b>\$ 35,000</b>	<b>123</b>	<b>\$ -</b>	<b>\$ 35,000</b>			

*Total Time and Materials Not to Exceed.....\$35,000.00*

Thank you for the opportunity to be of continued service to the SEJPA, if you have any questions or require any additional information, please do not hesitate to contact me at [cgreely@dudek.com](mailto:cgreely@dudek.com) or 760-601-3411. We look forward to talking with you more about this project in the near future.

Respectfully submitted,



**Charles Greely, PE, QSD**  
Principal



October 11, 2024

Tom Falk, PE, PMP  
 Director of Infrastructure and Sustainability  
 Municipal Project Manager  
 San Elijo Joint Powers Authority  
 2965 Manchester Avenue  
 Cardiff by the Sea, CA 92007

**RE: Stormwater Capture & Reuse & Water Quality Improvements Project  
 Construction Management and Inspection Proposal**

Per your request, Valley Construction Management (VCM) proposes the following scope of work (SOW) for Construction Management for the above project.

**Construction Management & Inspection Services Summary**

VCM will provide Construction Management services to monitor the contractor's work for contract compliance during construction. The construction manager will provide all submittal, RFI, change order and progress payment processing as well as provide agendas and meeting minutes for all required meeting. Compliance with all agency encroachment and other permits and environmental mitigation requirements will be monitored and reported. All files will be maintained electronic with City access at all times. Valley CM will provide inspection services to monitor the contractors work for contract compliance.

***Task 1–Meetings***

**a) Preconstruction Meeting**

Valley CM will coordinate with the City, Contractor, and other agencies to hold the pre-construction conference. Valley CM will prepare the pre-construction meeting agenda and meeting minutes and meet with the City and contractor to reinforce procedural issues including change order and extra work notification.

**b) Progress Meetings**

Valley CM will hold weekly progress meetings with the contractor and their appropriate subcontractors to review construction progress. We will keep minutes of the meetings, assigning action items, responsibilities, and documenting project trends. Minutes will be distributed within 3 days of the progress meeting. Meetings will include reviewing the contractor's three-week look ahead schedule (including bypass and tie-in work), submittals and RFI/design clarification status, potential change orders and change orders, delays and potential claims, construction problem resolution and public outreach issues.

***Task 2 – Contract Administration***

Valley CM will manage the CM effort and supervision of inspection staff. Valley CM will provide weekly schedule updates to City staff as well as conversations and emails to alert City staff of any

[www.ValleyCM.com](http://www.ValleyCM.com)

3525 Del Mar Heights Rd Suite 192  
 San Diego, CA 92130  
 866 966 2720  
 Info@ValleyCM.com





changes in schedule or potential change orders. Valley CM will present a monthly progress report to the City to provide a summary of the project for use by the City in presenting the project to other departments or the board. The report will outline in text, with supporting photo documentation, the progress of the project including financial status of the construction and CM contract, schedule status change order status and copies of all project logs (RFI's, submittals, change orders, correspondence, etc.).

### ***Task 3 – Submittal Processing***

Valley CM will log in, track, process, and review submittals, including shop drawings, operations and maintenance (O&M) submittals, samples, warranties, certifications, schedules, testing and startup plans, and other items. The Construction Manager will review each submittal for completeness before sending to the Designer for review and approval. Valley CM will track all submittals on a log.

### ***Task 4– RFI & Design Clarification***

Valley CM will manage contractor requests for information (RFI's) during construction. The status of RFI's will be accounted for in the RFI log. Valley CM will respond to RFI's in typically less than 2 days and coordinate with the Design engineer and City staff as-needed. We anticipate that Valley CM will be able answer the majority of RFI's internally.

### ***Task 5 – Schedule Review***

Valley CM's team will review the contractor's baseline Critical Path Method (CPM) schedule to ensure that the schedule is a true representation of the construction. We will check the logic network and the activity input durations and precedents for reasonableness of the sequence and duration of the activities. Specified construction sequencing and scheduling constraints, interfacing with adjacent contracts, as well as all submittals, procurement, construction, shutdowns and tie-ins, testing and startup and closeout activities that are included for work will be confirmed. Valley CM will also perform detailed reviews of the contractor's monthly schedule update to ensure that actual work progress based upon their records is properly incorporated, including the impacts of any change order work. Valley CM will require the contractor to prepare a recovery schedule when any critical path falls significantly behind schedule and will monitor its effectiveness in restoring the schedule.

### ***Task 6 – Schedule of Values/Progress Payment Requests***

Valley CM will review the contractor's Schedule of Values to ensure it represents an appropriate detailed cost breakdown for each lump sum item as required by the contract. The approved Schedule of Values shall be then incorporated in the cost loaded portion of the Schedule and used in the preparation and review of the monthly Progress Payment Request. Valley CM will review the monthly Progress Payment Request to ensure it represent the actual work completed that month.

### ***Task 7 – Change Orders/Claims***

Valley CM will manage the change order process to help obtain a fair and reasonable price for legitimate extra work items. Valley CM will request, and log change order (extra work) quotations as requested by the City and will coordinate the preparation of any revised specifications and/or





sketches needed to define the scope of the extra work. In each case, until a potential extra work item is confirmed and executed as a change order (or is dropped), it will be assigned a potential change order number to facilitate tracking and filing. In this manner, several potential change orders can subsequently be incorporated into a single contract change order. Change order work performed on a time-and-materials basis will be verified daily. Valley CM will enter the change order work activities into the CPM schedule to verify requested time extensions impacts accompanying the change order. A detailed change order cost estimate with which to compare and negotiate the contractor's cost quotation will be prepared for larger change orders. Valley CM will then recommend acceptance or rejection of the terms of the change order to the City. If the change order is accepted, Valley CM will prepare the document for signature. If there is disputed extra work, Valley CM will work with the City and contractor until the item has been satisfactorily resolved. If it is not resolved, Valley CM will track the item as a potential claim. Change order status will be included in the monthly status report. Valley CM will take the lead in the resolution of any contract claims for this project during the construction contract period. We will keep current logs of Notice of Potential Claims and will prepare documents and supporting evidence regarding claims. Information on each individual Notice of Potential Claim will be kept separately in the project files. Valley CM will provide complete documentation, a claims response strategy, and cost analysis for the City's review.

### ***Task 8 - Electronic Document Control System***

#### **Administration and Record Keeping**

Valley CM utilizes Smartsheet, a cloud-based project management software program. All project documents (submittals, RFI's, meeting minutes, progress payments, etc.) are transmitted, logged and shared electronically utilizing this cloud-based system. Each user (City, Contractor and Valley CM) has separate login credentials that allows easy tracking of all use and restricted access to specific areas as needed. A dependable and simple document control system is the key to managing claims. At the end of the project, a thumb drive with all the electronic copies will be turned over to the City

### ***Task 9 - Field Observation/Inspection***

Valley CM will provide inspection services to monitor the contractor's work for contract compliance during construction. Valley CM's inspector will document the contractor's daily work activities and compliance with all City and Agency standard specifications for utility materials and installation procedures through preparation of daily construction reports and logs. Logs will include verbal, electronic and telephone conversations, material certification for compliance with the contract, compaction results, pipe testing result, reinforced concrete inspection, concrete strength testing and coordination and verification of all 3<sup>rd</sup> part quality control testing. Deficient work will be identified, tracked, and corrected using advisory notices and non-conformance reporting systems. Any damage to private or public property will be tracked, resolved, and reported in a timely manner. Compliance with all agency encroachment and other permits will be monitored and reported. All materials will be verified and documented for compliance with plans, specifications and approved submittals. Redline drawing will be maintained.

Valley CM will perform a final project walkthrough with the City and contractor to prepare the final punch list. Any items remaining from preliminary punch lists and logs of nonconforming





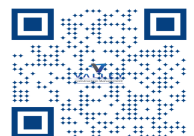
work will be added. Items from the post-construction conditions survey will be added and both the contractor and Valley CM will sign off on the completion of each punch list item.

#### Daily Inspection Reports.

Valley CM utilized Raken software for preparation of our daily reports. Raken is a software app that allows the inspector to speak their notes regarding the description of the current activities. Photographs can be tagged to each specific note entry. The voice notes are then transcribed, and the daily report is automatically generated and emailed for review on a daily basis. **Drone photograph and videos** will be taken of the project on a regular basis.

#### ***Task 10– Project Closeout***

Valley CM will use the project closeout procedures required by the contract documents. A final walk through will be conducted which includes the City, Valley CM, and contractor, to develop a final punch list. When the punch work is completed, and all outstanding paperwork has been submitted (warranties, lien releases, record drawings, etc.), Valley CM will prepare the final project status report and recommend for project acceptance by the City. All project documents will be provided to the City in electronic format.





**Scope of Work**

Valley CM proposes to utilize **George Foote**, as construction manager and project inspector. Valley CM's estimate is based approximately 10 hours per week of CM/Inspection on average throughout the project. The project is schedule for 245 calendar days.

Estimated Staff Hours For Each Task		SEJPA
Task	Scope of Work Description	
		CM/Inspector
1	Construction Meetings	
	Pre-construction conference	8
	Progress Meeting	24
2	Contract Administration	50
3	Submittal & Shop Drawings	16
4	RFI's	16
5	Schedule Review	
	Baseline Review	4
	Monthly Updates	8
6	Progress Payment Application	8
7	Change Orders	8
8	Administration & Record Keeping	24
9	Field Inspection	95
10	Project Closeout	24
	<b>Total Hours</b>	<b>285</b>

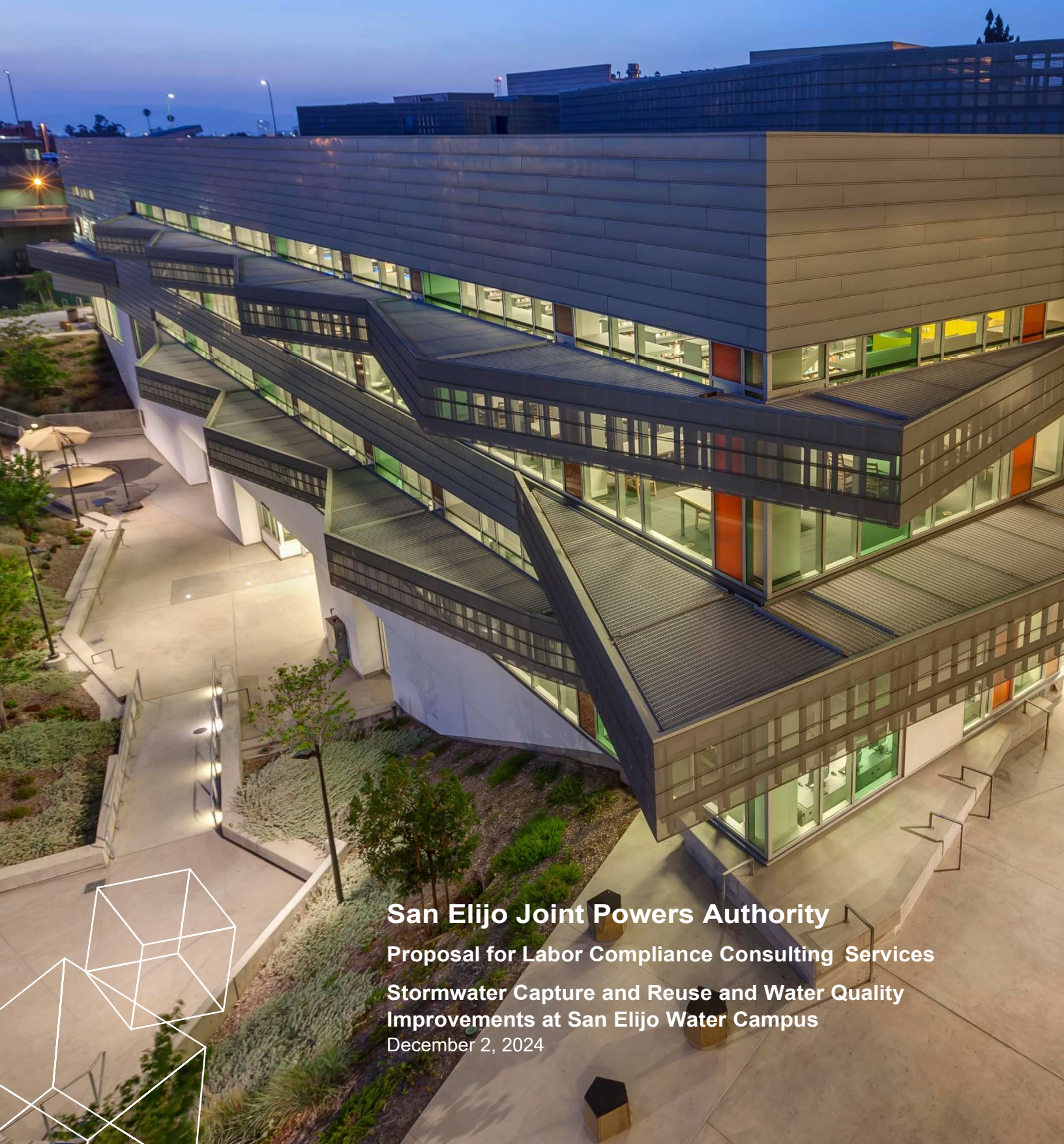
**Total Fee (T&M Not To Exceed): \$49,875.00**

Please call me if you have any questions.

Sincerely,  
Valley Construction Management

Paul Mochel, PE, CCM  
Principal Construction Manager





**San Elijo Joint Powers Authority**  
**Proposal for Labor Compliance Consulting Services**  
**Stormwater Capture and Reuse and Water Quality**  
**Improvements at San Elijo Water Campus**  
December 2, 2024





December 2, 2024

Mike Konicke, Senior Project Manager  
San Elijo Joint Powers Authority  
2695 Manchester Avenue  
Cardiff by the Sea, California 92007-7077

**RE: San Elijo Joint Powers Authority (“SEJPA”)  
Labor Compliance Consulting Services  
Stormwater Capture and Reuse and Water Quality  
Improvements at San Elijo Water Campus**

Dear Mr. Konicke,

Gafcon is pleased to submit our Labor Compliance Consulting Services proposal for your Wanket Pipeline Project. In our proposal, we have demonstrated Gafcon’s experience and expertise in Prevailing Wage and Auditing Consulting Services on all types of public works projects, including on state, federal, and dually funded projects.

Our proposed team is comprised of experienced, dynamic industry professionals that have hands-on experience to manage all aspects of your labor compliance needs. As a team, we have provided these services to various clients throughout the State of California including the **San Diego Metropolitan Wastewater District, San Diego Metropolitan Water District, San Diego Association of Governments**, and various **General Contractors** throughout the state.

Unlike other firms which solely specialize in labor compliance, Gafcon offers comprehensive construction consulting services. Our core expertise is in the management of complex construction activities, so we understand and empathize with the timeline set forth by SEJPA and the drive by contractors to meet those deadlines. Our process in providing Labor Compliance Consulting Services is designed to prevent hindrance to the construction process. In addition, Gafcon draws on our excellent relationships with local labor organizations, the DIR, DOL and the DLSE to quickly resolve any issues that may arise during construction.

We are excited about the opportunity to build a new relationship with the SEJPA, and the possibility of working with you and your team members on your upcoming project. Please feel free to contact me at your earliest convenience should you have any questions regarding our submitted qualifications.

Sincerely,  
**Gafcon PM-CM LLC**

A handwritten signature in black ink, appearing to read "Lizette Rodriguez", written in a cursive style.

Lizette Rodriguez,  
Director of Labor Relations

[Proposal for Labor Compliance Consulting Services](#)





# 1. Statement of Experience and Qualifications

## Introduction

Gafcon has been providing comprehensive program and project consultation services on a wide array of public and private construction projects since 1987. Additionally, Gafcon was one of the first state approved Labor Compliance Programs (LCP ID# 2003.0053) and has managed over \$10B in LCP projects for diverse clientele throughout California.

BUSINESS INFORMATION	
Business Name	Gafcon PM-CM LLC
Type of Legal Entity	S Corporation
Entity Number	1552792
Years in Business	37

Gafcon performs the following services:

- Labor Compliance
- Community Contractor Outreach
- Program Management
- Project/Construction Management
- Design Management
- Program/Project Controls
- Estimating
- Scheduling
- Furniture, Fixture and Equipment
- Constructability Review/Value Engineering
- Sustainability
- Dispute Resolution and Claims Avoidance
- Quality Assurance and Quality Control
- Funding Expertise

GAFCON SERVICES OFFERED

## Qualifications

Gafcon has extensive experience in labor compliance on multiple public works programs throughout California. We offer a team of labor compliance experts who have successfully worked together and have a clear understanding of the skill sets required to manage large, complex, as-needed contracts. Our record demonstrates our ability to be proactive and mitigate challenges as a project's lifecycle unfolds.

***Gafcon's Labor Compliance Team has successfully worked on over 500 projects in California.***



## 2. Project Experience

Gafcon has extensive experience performing labor compliance program monitoring and enforcement services for both public and private entities. Gafcon's diverse project experience encompasses all types of projects including water/wastewater, transportation municipal, parks, education, and residential.

The following\* are snapshots of projects that Gafcon has performed labor compliance management Services for which are ongoing or have been completed in the last five years.



### County of San Bernardino

**Scope of Work:** Gafcon was selected as part of the on-call labor compliance pool for the County and is currently providing labor compliance services for the Building 222 Renovation and the Cafeteria/Meeting Room (6X62) projects.



### County of San Diego

**Scope of Work:** Gafcon provided labor compliance services to the County on its \$450M Las Colinas Women's Detention Facility project in Santee, CA. Additionally, Gafcon has provided the same services for various projects including libraries, county facility upgrades, and parking and utility upgrades.



### SANDAG

**Scope of Work:** Gafcon is providing labor compliance services to SANDAG across all of their departments, including the dually funded \$1.5B MCTC project.



### San Bernardino County Transportation Authority

**Scope of Work:** Gafcon was selected as part of the on-call labor compliance pool and is currently providing services for the 1-10 Corridor Project.



### Housing Development Partners

**Scope of Work:** Gafcon provided labor compliance on several historic rehabilitations for affordable, senior, and at-risk youth housing. Projects included the Hotel Churchill (\$20M), Sandford Hotel (\$7M), New Palace Hotel (\$8M), and the Mason Hotel (\$3.5M).

**\*References Available on Request**

### 3. Registration and CSLB License Information

Pictured below are Gafcon's Dir Registration and CSLB License.

Legal Name  
Gafcon PM-CM LLC

Business Structure  
Limited Liability Company (LLC)

Business Phone

Registration Number  
2.0246E+11

President

PWCR  
1001150187

Registration Start Date

Registration End Date

Doing Business As (DBA)

Crafts

Legacy Registration Date  
2024-03-15

Legacy Registration Expiration  
2026-06-30

**Business Information**

GAFCON PM - CM LLC  
10301 MEANLEY DR STE 225  
SAN DIEGO, CA 92131  
Business Phone Number:(858) 875-0010

**Entity** Ltd Liability  
**Issue Date** 02/09/2024  
**Expire Date** 02/28/2026

**License Status**

This license is current and active.

All information below should be reviewed.

**Classifications**

B - GENERAL BUILDING

**Bonding Information**

**Contractor's Bond**  
This license filed a Contractor's Bond with EULER HERMES NORTH AMERICA INSURANCE COMPANY.  
**Bond Number:** 33326  
**Bond Amount:** \$25,000  
**Effective Date:** 01/29/2024

**LLC EMPLOYEE/WORKER BOND**  
This license filed a LLC Employee/Worker Bond with EULER HERMES NORTH AMERICA INSURANCE COMPANY.  
**Bond Number:** 33324  
**Bond Amount:** \$100,000



## 4. Project Team

Gafcon is proposing a knowledgeable team of seasoned professionals to provide Labor Compliance Consulting services, acting as an extension of the SEJPA staff. Our proposed team will work side-by-side with SEJPA staff to ensure the projects assigned are in compliance with the state and federal regulations.

Lizette Rodriguez will act as a resource to SEJPA and the Gafcon team and will be available as needed to provide technical assistance to SEJPA and the Gafcon team. Our LCP Analyst Italia Gray has extensive experience auditing contractors on state and federally funded projects ranging from \$50K to \$1.5B. Italia will be available as needed for this assignment. Our knowledge, resources and hands on experience make our team uniquely qualified to perform labor compliance auditing services on any project.



**Lizette Rodriguez**  
Director Labor Relations

Lizette has more than 10 years of experience in construction and the development and enforcement of labor compliance programs, project labor agreements, and local hire/outreach programs throughout the State of California. As manager of 200+ projects with a construction value exceeding \$7B, she has developed a strong knowledge of all types of public works projects.



**Italia Gray**  
Labor Compliance Analyst

Italia has extensive experience in all areas of contract compliance monitoring, auditing, and the enforcement of applicable rules and regulations for state and federally funded projects. She is especially adept at dealing with contractors and subcontractors in resolving tough compliance issues in a quick and efficient manner. Italia has participated in and facilitated various public works and labor compliance training classes sponsored by the DIR, DOL, DAS, City of San Diego, and other labor organizations throughout the state.

### RELEVANT EXPERIENCE

- San Diego Association of Governments, Mid-Coast Corridor Project (\$1.5B). San Diego, CA
- Clark Construction, Long Beach Civic Center (\$394M). Long Beach, CA
- San Diego Housing Commission/Housing Development Partners, Various Projects (\$20M+). San Diego, CA
- Walnut Apartments Federal Housing Project (\$4M), Mendocino, CA
- The Trust for Public Land, Various Projects (\$35M+), Various Locations, CA



**Melissa Ferrer**  
Administrative Assistant

Melissa is responsible for providing overall support for publicly funded public works projects throughout the state. Melissa has extensive experience in all areas of contract compliance monitoring, auditing, and the enforcement of applicable rules and regulations for state and federally funded projects. She is especially adept at dealing with contractors and subcontractors in resolving challenging compliance issues quickly and efficiently

### RELEVANT EXPERIENCE

- City of Escondido, Recycled Water Easterly Agriculture Distribution, (\$5M), Escondido, CA
- County of San Bernardino, 303 DA Building Sewer System Upgrade (\$2.1M), San Bernardino, CA

## 5. Scope of Work

SEJPA is seeking a firm that can perform qualified and experienced labor compliance auditing and reporting services while staying within a set budget.

Because of our extensive and diverse experience providing labor compliance auditing and reporting services to clients like SEJPA, Gafcon has a unique insight and plans to help SEJPA meet its project requirements. Our DIR/DOL approved process streamlines the Labor Compliance Program (LCP) process, thus allowing Gafcon to save SEJPA time and effort on the labor compliance program.

Additionally, Gafcon will work with SEJPA to keep all parties up to date and current on the ever-changing labor laws and regulations and will continue to monitor and educate the SEJPA staff

### Firm's Approach

Gafcon follows a DIR/DLSE and DOL approved step by step work plan/process when providing Prevailing Wage and Certified Payroll Auditing and Reporting services to clients. The following process allows us to:

- Meet the project schedules
- Service multiple projects concurrently
- Perform work on a short notice

The following steps are part of the bidding and pre-job tasks completed prior to work starting onsite.

### Quality Assurance/Quality Control (QA/QC) Program

The Gafcon team prides itself on providing accurate and quality services and deliverables on all projects. In addition to multiple layers of oversight and review, the team brings exceptional attention to detail during every stage of the LCP process. The Gafcon team provides the following in regard to verifying the work we do is a quality product, meeting the standards of SEJPA:

- Multiple reviews are done on our work product and deliverables. The team follows a check and balance process that includes at least two people to review each audit and issue list prior to submittal to the client.

- The team engages in constant education and research on prevailing wage, apprenticeship and regulation changes.
- Open communication lines between the client and the team means that Gafcon provides the services in accordance with the requirements of the contract and the County.

In addition, Lizette and Italia meet on a weekly basis to review workload, discuss outstanding issues, and review and discuss project schedules and budgets. This is in effort to verify the team is staying on schedule and adhering to the budget.

### Auditing Services

As noted above, Gafcon follows a DIR/DOL approved process for auditing both federal and state labor compliance regulations on public works projects. The following reflects our services, and our proposed methodology of providing these services.

### Pre-Construction Activities

If requested by SEJPA, Gafcon will attend the pre-construction meetings to go over LCP rules and requirements, including the proper payment of wages, apprenticeship requirements, and paperwork requirements. In addition, Gafcon will assist SEJPA in verifying all contractors working on site are registered with the State of California DIR database, and have the proper license to perform work onsite.

Contractors and subcontractors attending the meeting will have the opportunity to ask questions relative to the items contained in the labor law checklist.

### Procedures and Guidelines for Reviewing and Monitoring Certified Payroll Records

Pursuant to Labor Code Section 1776, the contractor and each subcontractor shall maintain payrolls and basic records (time cards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman

daily logs, etc.) during the course of work, and shall preserve them for the period specified by the State or federal requirements thereafter for all trade workers working on projects which are subject to the wage requirements. Such records shall include: the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, the rate of pay (including rates of contributions, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, and actual wages paid.

The Gafcon team will receive, securely store, review, confirm and audit the following documents:

- Certified Payroll Records
- Fringe Benefit Statements
- Trustee and benefit reports
- Training reports
- Apprenticeship documentation
- Canceled Check Copies
- Itemized Wage Statements
- Field Interviews

Payroll and related documents (Fringe Benefit Statement/benefit payments/trustee reports/ CAC 2/interview forms) are reviewed to verify and confirm the inclusion of all state and if applicable, federal specified and required information. Gafcon will also collect copies of canceled checks and itemized wage statements from each contractor on a monthly basis to verify payment information. Discrepancies between provided and required information are then identified. Once reviewed, Gafcon issues a detailed LCP Issues List to the Prime Contractor that outlines the missing and/ or requested documentation, including identifying any delinquent or inadequate forms and any potential underpayment issues. If a pay issue is identified, Gafcon will prepare a full audit reflecting the identified issue, the wages due, and any potential penalties will be identified. In addition, all contractors and subcontractors will be required to upload certified payroll on a weekly basis to the State of California online reporting system.

## Procedures and Guidelines for Compliance with the Mandatory Apprenticeship Requirements

Pursuant to Labor Code section 1777.5, Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered and approved by the State DAS and the DOL. The allowable ratio of apprentices to journey-persons in any craft/classification shall not be greater than the ratio permitted to the contractor under its approved standards, or at the 20% ratio stipulated by the state.

Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid at the journey level wage rate determined by the DIR for the classification of the work s/he actually performed. Pre-apprentice trainees, trainees in non-apprenticed crafts, and others who are not duly registered, will not be permitted on public works projects unless they are paid full prevailing wage rates. Gafcon will review the Apprentices onsite for proper registration tasks performed and supervision. Gafcon will collect, review, and audit the applicable apprenticeship forms including the DAS 140 and DAS 142, and the DAS 1 or DAS 7, if needed. In addition, Gafcon will request federal apprenticeship certifications if a project is federally funded every 90 days. The information will be added to the LCP Issues List as noted in the section above.

## Field Inspections

Gafcon will visit active project sites as directed by the SEJPA Project Manager. During these site visits, Gafcon's representative will check to see if the state and federal mandated labor law posters and wage determinations and required postings are up.

If they are not, we will ensure they are posted. Gafcon will also walk the site, observe the work being performed, and perform random onsite interviews with onsite tradespeople. Gafcon will keep a comprehensive site visit log and will report the site visit activities on the quarterly activity report

## Document Control

If requested by SEJPA, Gafcon will assist in fulfilling all requests for information pursuant to the California Public Records Act, Government Code Section 6250, et. seq. Working with the SEJPA designated staff member, the Gafcon Analyst will respond to, and fulfill all requests, including reproduction of payroll and payroll related documents (redacted and non-redacted), as required.

Gafcon will keep historical data including:

- ▣ Agency making request
- ▣ Applicable project
- ▣ Contractor in question
- ▣ Data requested
- ▣ Outcome of request

This information will be furnished to the SEJPA on an as-needed basis.

## Closeout/LCP Annual Report

Gafcon will complete and submit to the SEJPA a closeout report for the project, utilizing the Labor Compliance Review and Enforcement Report Form. Additionally, Gafcon will prepare and submit the LCP Annual Report to the DIR.



**Gafcon worked on the \$100M renovation of the Fabulous Forum in Inglewood, CA.**

## 6. Fee

Gafcon proposes a not-to-exceed fee of \$9,492.00 in association with the below hourly rates for Labor Compliance monitoring and enforcement of the Wanket Pipeline project, with an anticipated six (6) month construction schedule, and two (2) month closeout. We utilize a not-to-exceed model to allow us to monitor the project as efficiently and as cost effective as possible, thus consistently resulting in cost savings to the client. This fee includes everything associated with the monitoring and enforcement as required by the State of California Department of Industrial Relations and the Department of Labor Wage and Hour Division as identified in the Procedures & Guideline Section. Additionally, this includes Labor Compliance training for SEJPA staff, as well as keeping everyone up to date and current with the new laws and regulations pertaining to Labor Compliance. Gafcon PM-CM LLC is not a law firm and its services do not constitute legal advice. If legal advice is required, consult an attorney.

Position	Hourly Rate	
Labor Compliance Analyst	88 (11 HRS/Month X 8 Months) \$80.00	\$7,040.00
Labor Standards Interviewer	16 (2 HRS/Month X 8 Months) \$85.00	\$1,360.00
Administrative Assistant	16 (3 HRS/Months X 8 Months) \$68.25	\$1,092.00
<b>Total:</b>		<b>\$9,492.00</b>

### Reimbursable Expenses:

Client shall reimburse Gafcon for all out-of-pocket expenses associated with this Project, plus an administrative fee equal to fifteen percent (15%) of the expenses. The following are examples of the various expenses that are typically related to Gafcon's Services, however, these examples are not intended to be inclusive of all potential reimbursable expenses:

- Postage, shipping, couriers, telephone expenses, facsimiles and copies.
- Blueprinting, photo reproducing, and photography for job-site surveys or related activities.
- Software licenses, support and maintenance fees related to the Services.
- Telecommunications, internet and hosting fees.
- Office set-up for new site locations including but not limited to, physical location rentals, furniture and technology rentals, equipment rental/leases and moving expenses.
- Mileage costs shall be charged at the prevailing IRS rate to and from the project(s) and the respective Gafcon office.
- Out of town travel including airfare, lodging, meals, taxi or car service, and incidentals.