

**LAS VIRGENES - TRIUNFO  
JOINT POWERS AUTHORITY  
AGENDA**

4232 Las Virgenes Road, Calabasas, CA 91302

Members of the public wishing to address the Las Virgenes-Triunfo Joint Powers Authority (JPA) Board of Directors are advised that a statement of Public Comment Protocols is available from the Clerk of the Board. Prior to speaking, each speaker is asked to review these protocols, complete a speakers' card, and hand it to the Clerk of the Board. Speakers will be recognized in the order the cards are received.

The Public Comments agenda item is presented to allow the public to address the Board on matters not on the agenda. The public may also present comments on matters on the agenda; speakers for agendized items will be recognized at the time the item is called up for discussion.

Materials prepared by the JPA in connection with the subject matter on the agenda are available for public inspection at 4232 Las Virgenes Road, Calabasas, CA 91302. Materials prepared by the JPA and distributed to the Board during this meeting are available for public inspection at the meeting or as soon thereafter as possible. Materials presented to the Board by the public will be maintained as part of the records of these proceedings and are available upon request to the Clerk of the Board.

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5:00 PM

January 7, 2019

PLEDGE OF ALLEGIANCE

**1 CALL TO ORDER AND ROLL CALL**

**2 CHAIR/VICE CHAIR**

**A Annual Transition of JPA Chair and Vice Chair (Pg. 4)**

Recognize Triunfo Sanitation District Director Janna Orkney as Chair, and Las Virgenes Municipal Water District Director Jay Lewitt as Vice Chair of the Las Virgenes-Triunfo Joint Powers Authority for calendar year 2019.

**3 APPROVAL OF AGENDA**

**4 PUBLIC COMMENTS**

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of

Government Code Section 54954.2

**5 CONSENT CALENDAR**

Matters listed under the Consent Calendar are considered to be routine, non-controversial and normally approved with one motion. If discussion is requested by a member of the Board on any Consent Calendar item, or if a member of the public wishes to comment on an item, that item will be removed from the Consent Calendar for separate action.

**A Minutes: Regular Meeting of December 3, 2018 (Pg. 5)**

Approve.

**6 ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS**

**A Pure Water Project Las Virgenes-Triunfo: Update (Pg. 15)**

**B Woolsey Fire Response and Recovery**

**7 ACTION ITEMS**

**A Rancho Digester No. 2 Cleaning: Construction Award (Pg. 17)**

Award a construction contract to MP Environmental Services, Inc., in the amount of \$351,327.40, for the Rancho Digester No. 2 Cleaning Project, appropriate an additional \$308,694 to provide sufficient project funding; and reject all remaining bids.

**8 BOARD COMMENTS**

**9 ADMINISTERING AGENT/GENERAL MANAGER REPORT**

**10 FUTURE AGENDA ITEMS**

**11 INFORMATION ITEMS**

**A State and Federal Legislative Update (Pg. 20)**

**B Las Virgenes - Triunfo Joint Powers Authority Energy Efficiency Project Status (Pg. 22)**

Receive and file.

**C Rancho Las Virgenes Farm Sprayfields Operation and Maintenance: Renewal of Agreement (Pg. 27)**

Authorize the General Manager to execute a one-year agreement, in an amount not-to-exceed \$250,000, with W. Litten Land Preparation for the operation and maintenance of the Rancho Las Virgenes Farm Sprayfields.

**12 PUBLIC COMMENTS**

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

**13 CLOSED SESSION**

**A Conference with Legal Counsel – Existing Litigation (Government Code**

**Section 54956.9(a):**

Zusser Company, Inc. v. Las Virgenes Municipal Water District

**14 ADJOURNMENT**

Pursuant to Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and applicable federal rules and regulations, requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the Executive Assistant/Clerk of the Board in advance of the meeting to ensure availability of the requested service or accommodation. Notices, agendas, and public documents related to the Board meetings can be made available in appropriate alternative format upon request.

January 7, 2019 JPA Board Meeting

TO: JPA Board of Directors

FROM: General Manager

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**Subject : Annual Transition of JPA Chair and Vice Chair**

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**SUMMARY:**

The Joint Powers Authority (JPA), Joint Exercise of Powers Agreement, Section 4, states "The Chairs of the two (2) parties' governing boards will alternate annually as Chair and Vice Chair, respectively, of the meetings." Based on this provision, the Chair of the JPA for calendar year 2019 shall be the Chair of the Triunfo Sanitation District, and the Vice Chair of the JPA shall be the Chair of the Las Virgenes Municipal Water District Board. No action by the JPA Board is necessary other than the respective Chairs of the parties shall assume their roles on the JPA Board at this meeting.

**RECOMMENDATION(S):**

Recognize Triunfo Sanitation District Director Janna Orkney as Chair, and Las Virgenes Municipal Water District Director Jay Lewitt as Vice Chair of the Las Virgenes-Triunfo Joint Powers Authority for calendar year 2019.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

No

Prepared by: Josie Guzman, CMC, Executive Assistant/Clerk of the Board

**LAS VIRGENES – TRIUNFO  
JOINT POWERS AUTHORITY  
MINUTES  
REGULAR MEETING**

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5:00 PM

December 3, 2018

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the Flag was led by Angela Saccareccia.

**1. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at **5:00 p.m.** by Chair Peterson in the Board Room at Las Virgenes Municipal Water District headquarters at 4232 Las Virgenes Road in Calabasas, California. Josie Guzman, Clerk of the Board, conducted the roll call.

Present: Directors Caspary, Lewitt, Orkney, Pan, Peterson, Polan (arrived at 5:09 p.m.), Renger, Shapiro, Tjulander, and Wall.

Absent: None

**2. APPROVAL OF AGENDA**

Director Caspary moved to approve the agenda. Motion seconded by Director Orkney. Motion carried by the following vote:

AYES: Caspary, Lewitt, Orkney, Pan, Peterson, Renger, Shapiro, Tjulander, and Wall

NOES: None

ABSTAIN: None

ABSENT: Polan

**3. PUBLIC COMMENTS**

None.

**4. CONSENT CALENDAR**

**A Minutes: Regular Meeting of November 5, 2018**

Director Caspary moved to approve the Consent Calendar. Motion seconded by Director Lewitt. Motion carried by the following vote:

AYES: Caspary, Lewitt, Orkney, Pan, Peterson, Renger, Shapiro, Tjulander, and Wall

NOES: None

ABSTAIN: None

ABSENT: Polan

## **5. ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS**

### **A Annual Financial Statements and Independent Auditor's Report**

**Receive and file the Fiscal Year 2017-18 JPA Financial Statements and Independent Auditor's Report.**

Kenneth Pun, representing The Pun Group, provided a PowerPoint presentation and discussed the management responsibilities, auditor's responsibilities, approach to the audit, and an overview of the financial statements.

Director Polan arrived at 5:09 p.m.

Mr. Pun presented the unmodified opinion audit results.

Director Caspary moved to receive and file the Fiscal Year 2017-18 JPA Financial Statements and Independent Auditor's Report. Motion seconded by Director Wall. Motion carried unanimously.

### **B Pure Water Demonstration Project: 60 Percent Design Review**

Administering Agent/General Manager David Pedersen provided a brief summary of the JPA Board's direction and feedback from the July 11, 2018 workshop. He noted that the JPA Board previously approved the procurement of the equipment for the Demonstration Project, and the process was currently underway to prepare the shop drawings and fabricate the equipment. He stated that the main elements for discussion would include the architectural improvements, landscaping, and the visitor experience. He provided a summary regarding applications submitted for grant funding in the amount of \$2.4 million, including:

- U.S. Bureau of Reclamation Water Smart grant awarded in the amount of \$300,000.
- Application to the Metropolitan Water District of Southern California (MWD) Future Water Supply Actions Funding Program in the amount of \$34,600 to fund artificial intelligence and machine learning.

- Application to the Santa Monica Bay Restoration Commission for Proposition 12 water bond funds in the amount of \$1.16 million. Commission staff is recommending an award in a yet to be determined amount.
- Application to the State Water Resources Control Board's Pilot Project Grant, which is under its Water Recycling Funding Program, in the amount of \$893,249.

Adam Zacheis, Project Manager representing Carollo Engineers, provided a PowerPoint presentation, including architectural changes, landscaping elements, process layout, and new heating, ventilation, and air conditioning (HVAC) to the building. He noted the following architectural changes:

- Incorporation of input received from the JPA Board.
- Strive to maintain the connection between the two facilities.
- Reduced architectural treatment to the entrance and process area in order to reduce costs.
- Replacement of the storefront door to provide a more inviting entrance.
- Enclose the process room in order to limit building upgrades.
- Clean ceiling space to improve the aesthetics.

Mr. Zacheis reviewed the proposal for the demonstration garden:

- Alter landscaping to highlight a variety of plantings using California natives and climate appropriate plantings.
- Use of grasses in certain areas.
- Showcase groundcovers in other areas around the building.
- Plant succulents in the southern area of the building.
- Plant California-native perennials in front of the building's parking lot.

Mr. Zacheis reviewed the treatment process layout. He also reviewed the next steps, which would include a 90 percent submittal in January 2019, a 100 percent submittal in March 2019, and contract award in May 2019.

Director Orkney inquired regarding the color scheme for the interior of the building and the landscaping. She also expressed concern with placing plants under the oak tree, which could lead to overwatering and root problems. Mr. Zacheis responded that he would discuss Director Orkney's concerns with the architects.

Director Renger stated that the Demonstration Project is meant for the public to see it as a model, and he suggested that no grasses be planted in front of the building. He noted that there was currently low groundcover planted on the slope fronting Las Virgenes Road, and he suggested planting something exciting while still maintaining the soil.

Director Polan questioned whether the trees currently planted in the planter would remain, and he inquired what impacts the recent fires would have on construction

costs and electrical work. Mr. Zacheis responded that he would follow-up with SCE's Planner to discuss delays due to the recent fires.

Director Polan inquired regarding expansion of the electrical service to the building. Mr. Zacheis responded that the current services come from a pole-mounted transformer on the northwest corner of the site, and the building is fed by a 240-volt service. He noted that 480-volt power is needed for the electrical loads for the equipment. He stated that he believed it would be more cost efficient to bring in a new 480-volt service and re-feed all the lighting and power supply to the building from the new service. He stated that this would also eliminate having two electrical services going to the building, which is against the electrical code.

Director Shapiro inquired regarding direct site line of the process equipment. Mr. Zacheis responded that the visitors would be able to see the front of the equipment; however, they would not be able to see the piping that runs behind the equipment.

Director Lewitt inquired whether grant funding could be used for aesthetics, plants, or walkways. Administering Agent/General Manager Pedersen responded that all of the grants include different requirements for eligible costs. He noted that the State Water Resources Control Board's Pilot Project Grant only covers the construction costs of the demonstration equipment.

Director Orkney inquired whether the JPA Board could authorize LVMWD to apply for grants and allow the TSD Board to review the documents. Administering Agent/General Manager David Pedersen responded that as the Administering Agent, LVMWD frequently applies for grants because most of the granting agencies are familiar with LVMWD. He stated that staff could look into applying for grants in the name of the JPA and the JPA Board could adopt resolutions directing staff to apply for grants in the name of the JPA. He also stated that he would share the grant packages with the JPA Board as information items.

Director Pan suggested posting the plant names in the demonstration garden. She stated that she believed MWD had a small grant available that would help fund plant signage.

Lynda Lo-Hill noted that she parked in the small parking lot in front of Building No. 1, and she asked that the JPA Board take parking into consideration so that parking would not be an issue.

Director Shapiro inquired where the water generated from the Demonstration Project would be sent. Administering Agent/General Manager David Pedersen responded that the product water would be sent back to the sewer system and then to the Tapia Water Reclamation Facility. He stated that the water would be available for tasting, which would be one of the key elements of the Demonstration Project.



Director Renger inquired whether minerals would be added to the water. Mr. Zacheis responded that the water would be extremely pure and it would need to have minerals added to stabilize the water; however, minerals would not be added to the water for the Demonstration Project. Director Renger suggested that this might need to be reconsidered so that people may taste the difference in the water.

Director Caspary requested that extra ports be added throughout the system to allow for testing in case of regulatory standard changes. Mr. Zacheis responded that he had asked the design engineers to design for different types of water, as well as installing several sample taps into the process.

Director Lewitt suggested that visitors be encouraged to bring water jugs so that they may take home some of the water.

Tac Roberts, representing Astound/New Water Resources, provided a PowerPoint presentation regarding the visitor's experience and messaging. He discussed conveying the story of bringing water full circle and establishing learning opportunity locations. He suggested starting with an orientation video in the Board room; providing an overview of water resources and the State Water Project; discussing the value and purpose of the Las Virgenes Reservoir and the Westlake Filtration Plant; providing an overview of the value of clean water to the community and the value of the Tapia Water Reclamation Facility; discussing the challenges facing Malibu Creek; discussing that water reclamation mimics natural processes; introducing new water treatment processes; and discussing the benefits of a new treatment plant to the region. He displayed a site map showing the different areas of the Demonstration Project.

Chair Peterson stated that the video production would need to serve several different purposes, such as being advertised on local broadcasting stations to entice people to visit the Demonstration Project and taste the water, and encouraging people to visit the Demonstration Project.

Director Pan expressed support for having animation on how the process works, and she suggested that all of the materials be kept so that they could be included as part of tours for the final plant.

Director Orkney suggested that the video focus on the fact that the JPA is mandated by the State Regional Water Quality Control Board to build this project. She also suggested that the video component be separated and shown after the tour and that it be played in the hallway. She questioned whether one faucet at the tasting area would be sufficient or whether multiple faucets would be needed.

Director Wall noted that a small segment of individuals remain skeptical of the project and whether certain substances such as pharmaceuticals could be removed. He suggested that this information be covered in the animation.

Director Polan referred to the approach to the building and suggested placing sheet metal around the columns and have the building lighted correctly.

Chair Peterson stated that granite countertops would need to be installed in the kitchen in order to be consistent with the community.

### **C Woolsey Fire Response and Recovery**

David Lippman, Director of Facilities and Operations, provided a PowerPoint presentation of the Woolsey Fire, which began on November 8, 2018 and which was 100 percent contained on November 21, 2018. He displayed a map showing the progression and outline of the fire, which affected 66 percent of LVMWD and TSD service areas. He also displayed a copy of Cal Fire's Progression Map and pointed out the area where the fire began and its path to the Pacific Ocean. He also displayed satellite imaging from NASA showing the burn scar from the Hill Fire and the Woolsey Fire. He provided a detailed timeline of the Woolsey Fire and response activities conducted by LVMWD, including opening the Emergency Operations Center (EOC), procuring emergency generators when the Seminole/Latigo subsystem lost pressure, and issuing the boil water notice. He displayed a map showing the areas that experienced low water pressure and several photographs of LVMWD facilities that were threatened and/or damaged by the fire. He spoke regarding the water main break, which occurred on Mulholland and Troutdale when the bridge collapsed, and the water main break at Mulholland and Decker Canyon. He noted that the flow at the Tapia Water Reclamation Facility decreased by 2 MDG during the mandatory evacuations. He also noted that staff was currently focusing on erosion control, clean-up and safety, and developing Requests for Proposals for design specifications for the repair of damaged facilities at the Rancho Las Virgenes Compositing Facility, Westlake Filtration Plant, and District Headquarters. He stated that the water system is not designed to fight wildfires; however, the water system performed well during the fire. He also stated that staff was working on preparing an analysis to determine how much water was used and where it was drawn for fire-fighting purposes.

Don Patterson, Director of Finance and Administration, provided an overview of financial recovery efforts. He reported that LVMWD filed a claim with its insurance carrier as the primary source of reimbursement. He also reported that staff met with the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (OES) to discuss maximizing eligible reimbursement. He noted that Local Agency Applicant Assistance training would occur on December 5, 2018, in Calabasas, to learn about maximizing FEMA reimbursement. He also noted that FEMA is secondary funding to cover the costs not reimbursed by the District's insurance carrier. He commented on the importance of following the FEMA purchasing requirements, which must be followed stringently in order to maximize reimbursement. He responded to questions related to the insurance policy coverages and the \$100,000 self-insured retention.

## 6. ACTION ITEMS

### **A Rancho Solar Generation Project Phase II: Service Agreement for Wholesale Distribution Service and Rule 21 Generator Interconnection Agreement**

**Authorize the Administering Agent/General Manager to execute a Service Agreement for Wholesale Distribution Service and Rule 21 Generator Interconnection Agreement with Southern California Edison, and appropriate \$138,013.87 for the reimbursable expense of an interconnection facility for the Rancho Solar Generation Project Phase II.**

John Zhao, Principal Engineer, presented the report. He noted that the blank amounts in the draft agreements would be completed after the JPA Board approves the contract in 2019. He also noted that the recommendation for project appropriation should be \$208,557.38 for the reimbursable expense, as opposed to \$138,103.87, which would be reimbursable by the company that is awarded the Power Purchase Agreement.

Director Renger suggested continuing to keep energy storage in mind for the future as technology progresses.

Director Caspary noted that at the recent Association of California Water Agencies (ACWA) Energy Committee meeting it was suggested that agencies meet regularly with legislators to discuss challenges implemented by the California Public Utilities Commission (CPUC) regarding reimbursement rate for solar energy and time of use changes.

Kevin Ross, representing Terra Verde Renewable Partners, LLC, provided a PowerPoint presentation, including an overview of the Feasibility Study results; Request for Proposals (RFP) process; a summary of the RFP results; proposal evaluation criteria; summary of findings evaluation; Power Purchase Agreement (PPA) price comparison from the eight proposals received; selection process status; and project schedule.

Director Renger moved to approve Item 6A with the modified appropriation in the amount of \$208,557.38. Motion seconded by Director Caspary. Motion carried unanimously.

### **B Carbon Tower Media Replacement: Authorization of Purchase Order**

**Accept the bid from Carbon Activated Corporation and authorize the Administering Agent/General Manager to issue a purchase order, in the amount of \$38,596, for the carbon tower media replacement.**

Administering Agent/General Manager David Pedersen presented the report.

Director Orkney moved to approve Item 6B. Motion seconded by Director Polan. Motion carried unanimously.

**7. BOARD COMMENTS**

None.

**8. ADMINISTERING AGENT/GENERAL MANAGER REPORT**

Administering Agent/General Manager David Pedersen reported that the discharge period for Malibu Creek began on November 16th. He noted that the U.S. Bureau of Reclamation approved the Title XVI Feasibility Study without comment, and the study would be included in the next report to Congress for eligibility of Title XVI funds for the Pure Water Project Las Virgenes -Triunfo.

**9. FUTURE AGENDA ITEMS**

None.

**10. INFORMATION ITEMS**

**A State and Federal Legislative Update**

**B Sodium Hypochlorite: Award of Bid**

**C Sodium Bisulfite: Award of Bid**

**11. PUBLIC COMMENTS**

None.

**12. CLOSED SESSION**

**A Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9(a)):**

**Zusser Company, Inc. v. Las Virgenes Municipal Water District**

The Board recessed to Closed Session at 7:19 p.m., and reconvened to Open Session at 7:55 p.m.

Authority Counsel Keith Lemieux announced that the Board received a report from Legal Counsel and there was no reportable action.

**13. ADJOURNMENT**

Seeing no further business to come before the Board, the meeting was duly adjourned at **7:55 p.m.**

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Jay Lewitt, Chair

ATTEST:

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Janna Orkney, Vice Chair

## INFORMATION ONLY

January 7, 2019 JPA Board Meeting

TO: JPA Board of Directors

FROM: General Manager

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**Subject : Pure Water Project Las Virgenes-Triunfo: Update**

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**SUMMARY:**

On August 1, 2016, the JPA Board selected Scenario No. 4, use of Las Virgenes Reservoir for indirect potable reuse, as the preferred alternative for the Recycled Water Seasonal Storage Basis of Design Report. The selected alternative was subsequently renamed the *Pure Water Project Las Virgenes-Triunfo*. Staff was also directed to report back to the Board on the next steps for implementation of the project. On September 6, 2016, staff reported on the next steps organized into six categories as summarized in the discussion section below. An additional category for institutional issues was subsequently added for a total of seven categories.

At each regular JPA Board meeting, staff has provided the Board with a brief update on the progress of the various items that comprise the next steps. However, it is apparent that a more comprehensive update is warranted on a periodic basis to provide the Board with a better understanding of the relationship between the various activities. At the Board meeting, staff will provide a more comprehensive overview of the progress on the Pure Water Project Las Virgenes-Triunfo.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

No

**DISCUSSION:**

**Categories of Next Steps:**

1. Funding and Financing
2. Advocacy
3. Technical Studies
4. Public Outreach

5. Demonstration Project
6. Environmental Review
7. Potential Institutional Issues

Prepared by: David W. Pedersen, Administering Agent/General Manager



January 7, 2019 JPA Board Meeting

TO: JPA Board of Directors

FROM: Facilities & Operations

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**Subject : Rancho Digester No. 2 Cleaning: Construction Award**

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**SUMMARY:**

On October 9, 2018 the LVMWD Board, acting as the Administering Agent of the JPA, authorized a Call for bids for the Rancho Digester No. 2 Cleaning Project. The scope of the project consists of removing the existing sludge within Digester No. 2 to allow the District to inspect and perform a condition assessment for design of the rehabilitation work.

Staff evaluated the bids and determined that the lowest responsive bid was submitted by MP Environmental Services, Inc., in the amount of \$351,327.40. MP Environmental Services, Inc., successfully completed the Digester 1 cleaning project in 2016. Staff recommends award of the construction contract to MP Environmental Services, Inc., for \$351,327.40

**RECOMMENDATION(S):**

Award a construction contract to MP Environmental Services, Inc., in the amount of \$351,327.40, for the Rancho Digester No. 2 Cleaning Project, appropriate an additional \$308,694 to provide sufficient project funding; and reject all remaining bids.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

Existing appropriations, through Fiscal Year 2018-2019, provide funding in the amount of \$225,000. An additional appropriation, in the amount of \$308,694, is required to award the construction contract, allow for a 10% contingency to cover change orders during construction, and cover the administrative costs of the project, which are based on estimated percentages from the adopted IIP project costs guidelines.

**DISCUSSION:**

The Rancho Las Virgenes Digester Cleaning and Repair Project is a two-phase, multi-year project to repair and rehabilitate Digester Nos. 1 and 2 at the Rancho Las Virgenes Composting Facility. On August 28, 2018, the Board accepted the completion of the rehabilitation for Digester No. 1, which had been in continuous operation for 24 years. The next step is to clean and rehabilitate Digester No. 2. The existing sludge must be removed from the digester to inspect and perform a condition assessment for design of the rehabilitation work.

The scope of work for the cleaning consists of removing and disposing of digested sludge, scum, grit, grease, rags and other debris and to pressure wash the interior surfaces of the digester.

For the Digester 1 Cleaning project, the low bid was in the amount of \$190,390.00. The lower cost for the cleaning of Digester 1 was due to a lower total volume of sludge to be removed. For the Digester 1 Cleaning project, District Staff spent months of staff time and rented pumping equipment to self perform a portion of the work. In retrospect, this task was very challenging for the District, and it reduced the available staffing at Rancho considerably.

The remaining volume of sludge in each Digester that cannot be gravity drained is approximately 425,000 gallons. For Digester 1, staff removed approximately 275,000 gallons through pumping, with the remaining balance removed by a contractor.

For the Digester 2 project, staff prepared the plans and specifications for bidding, with the contractor scheduled to remove the entire 425,000 gallons. The low bid, submit by MP Environmental Services, Inc., in the amount of \$351,327.40 provides a benefit from economy of scale. If the total bids for Digester 1 cleaning and Digester 2 cleaning are converted to a price-per-gallon comparison, Digester 1 cleaning would have cost \$1.27 per gallon, while Digester 2 would cost \$0.83 per gallon of sludge removal.

The Engineer's Estimate for the cleaning was \$350,000. Below is a summary of the bidding:

<b>Bidder</b>	<b>Bid Total</b>	<b>Percentage Above/Below Estimate</b>
MP Environmental Services, Inc.	\$ 351,327.40	+0.4%
Synagro-WWT, Inc.	\$ 368,975.00	+5.0%
American Process Group	\$ 432,168.25	+18.1%

An additional appropriation, in the amount of \$308,694, is recommended to provide sufficient funding for construction.

Following is a summary of the anticipated project costs and requested appropriation:

<b>Description</b>	<b>Cost</b>
<b>Professional Services:</b>	
Design & Bidding - PACE, Inc.	\$34,810
<b>Construction:</b>	
Construction Award	\$351,327.40
Construction Contingency (10%)	\$35,133
<b>Administrative</b>	
District Labor (12%)	\$42,159

G&A (20%)	\$70,265
<b>Total Project Cost</b>	<b>\$533,694.40</b>
Existing Appropriation	\$225,000
Additional Appropriation (proposed)	\$308,694

**GOALS:**

Construct, Manage and Maintain All Facilities and Provide Services to Assure System Reliability and Environmental Compatibility

Prepared by: Coleman Olinger, P.E., Associate Engineer



**To:** Las Virgenes – Triunfo JPA Board of Directors  
**From:** John Freshman and Ana Schwab  
**Date:** January 2, 2019  
**RE:** Federal Report

### **Outlook on the 116th Congress**

The 116th Congress gavels in on January 3, 2019. The new congress brings with it a change in House majority control. This is the first time since the 110th Congress that the Democrats will have the majority in the House of Representatives. While a divide congress will exist, water and water infrastructure issues are expected to remain top bipartisan priorities. Leaders of the relevant committees and subcommittees will continue to promote funding for water projects, including a push to increase Title XVI funding; as well as new partnerships between the EPA, Army Corps of Engineers, and the Bureau of Reclamation.

At the time this was written, the government was in the second week of its partial shutdown. President Trump has said that he requires \$5 billion for funding of a wall along the southern border of the United States. One of the first votes of the House of Representatives of the 116th Congress will take will be on a plan to fund eight of the nine portions of the government currently shutdown. The next vote will be on a temporary funding for the Department of Homeland Security through February 8th, without funding for the border wall. The idea behind the month of funding would allow for Congress to negotiate with President Trump on the wall matter.

It is expected that infrastructure is to be a top item on the Democrat's agenda. The 2018 midterm election also highlighted some other topics that will be on top of the agenda list, including: immigration, healthcare, taxes, trade, and allegations of corruption. Speaker-elect Pelosi announced that the 116th Congress will reconvene a select committee on Climate Change. However, Republicans maintain control of the Senate and are unlikely to move legislation that begins in the Climate Change select committee.

With the divided government in the 116th Congress, it is likely that the House Natural Resources Committee will most likely focus on oversight — one topic expected is President Trump's efforts to speed environmental impact review of dams and canals in California. Additionally, funding for wildfire prevention and response and the uses of such funding are expected to be a topic of debate in the new congress. Democrats will likely move to narrow how the money is spent, while the Republicans are likely to push for broader uses of the funds.

There is pressure on the Democrat House, and particularly incoming Ways and Means Committee Chairman Richard Neal, to find pay-fors for new legislation. This will be a challenge no matter what actions the House chooses to take. One proposal that will come up in the new



Congress is from the Senate Democrats – this proposal is to pay to rebuild roads and bridges across the United States by rolling back some of the tax cuts passed in the 2017 tax overhaul legislation. Another topic that will pose great debate is that of potentially raising the gas tax. The last time the gas tax was raised was in 1993.

BB&K will continue to share updates on the 116th Congress and its priorities.

Relevant Senate Committee Leadership in the 116th Congress:

	<u>Chairman (R)</u>	<u>Ranking Member (D)</u>
Appropriations	Richard Shelby (KS)*	Debbie Stabenow (MI)
Budget	Mike Enzi (WY)*	Bernie Sanders (I-VT)
Commerce, Science & Transportation	<b>Roger Wicker (MS)*</b>	<b>Maria Cantwell (WA)</b>
Energy & Natural Resources	Lisa Murkowski (AK)*	<b>Joe Manchin (WV)</b>
Environment & Public Works	John Barrasso (WY)*	Tom Carper (DE)
Finance	<b>Charles Grassley (IA)*</b>	Ron Wyden (OR)

*Members noted with an asterisks are expected leadership, not confirmed at the time of this publication. New top members are bolded*

Relevant House Committee Leadership in the 116th Congress:

	<u>Chairman (D)</u>	<u>Ranking Member (R)</u>
Appropriations	Nita Lowey (NY)	<b>Kay Granger (TX)</b>
Budget	John Yarmuth (KY)	Steve Womack (AR)
Energy & Commerce	Frank Pallone (NJ)	Greg Walden (OR)
Natural Resources	Raúl Grijalva (AZ)	Rob Bishop (UT)
Transportation & Infrastructure	Peter DeFazio (OR)	<b>Sam Graves (MO)</b>
Ways and Means	Richard Neal (MA)	Kevin Brady (TX)

*Members noted with an asterisks are expected leadership, not confirmed at the time of this publication. New top members are bolded*

Dates to watch in 2019:

- February 4 - President’s budget request due
- March 1 - Debt limit suspension ends
- March 31 - National Flood Insurance Program Expires
- September 30 - Medicaid disproportionate share hospital (DHS) cut delay ends
- Community health center funding and other health programs expire
- Federal programs for older Americans expire (PL 114-44)
- Public Lands programs expire (PL 111-11)
- October 1 - Fiscal Year 2020 begins with lower spending caps under Budget Control Act
- December 31 - Medical device tax, health insurer fee suspensions end

## INFORMATION ONLY

January 7, 2019 JPA Board Meeting

TO: JPA Board of Directors

FROM: Facilities & Operations

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**Subject : Las Virgenes - Triunfo Joint Powers Authority Energy Efficiency Project Status**

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**SUMMARY:**

The JPA has undertaken several energy efficiency projects resulting in reduced energy consumption and reduced greenhouse gas emissions. These projects include: the Tapia Lighting Efficiency Improvements; the Rancho Lighting Efficiency Improvements; the 1 megawatt (MW) solar array (which has produced 9.6 million kWh of emergency since it was commissioned in 2014); Process Air Improvements at Tapia; and a potential 4 MW solar array.

**RECOMMENDATION(S):**

Receive and file.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

The Las Virgenes – Triunfo Joint Powers Authority (JPA) purchased approximately 18.6 million kWh of electricity (energy) from Southern California Edison (SCE) in fiscal year 2017-2108 (FY17/18). The dollar value of the energy purchased from SCE totaled approximately \$2 million dollars.

The attached memo identifies current and anticipated energy efficiency projects and projected energy savings. The memo shows a combined energy savings of approximately 1.925 million kWh – or approximately 10% of the FY17/18 total amount (in kWh) purchased from SCE. It is also worth noting that the existing solar project provides clean energy and produces approximately two (2) million kWh per year at a cost of 10.5 cents per kWh (\$210,000). This energy is purchased from Tesla (formerly SolarCity) and is not included in the above figures.

Staff will continue to monitor the JPA's energy use and cost patterns and report the results as additional data becomes available. One final note on the nature of energy savings and its relationship to cost savings. As energy users modify their demand for energy through conservation and utilization of alternative energy sources, energy providers continue to modify rate structures to maintain status quo revenue streams in light of reduced energy sales. Examples of modifications include rate increases and changes to Time-of-Use rate plans (that have the potential to impact the benefits of solar projects).

Prepared by: Doug Anders

**ATTACHMENTS:**

Memo

DATE: December 20, 2018

FROM: John Zhao - Principal Engineer; Doug Anders - Administrative Services Coordinator

TO: David Lippman – Director of Facilities and Operations

ITEM: ENERGY EFFICIENCY UPGRADES - JPA

Background

On November 14, 2017 the Board awarded a contract to Retro-Tek Energy Services for the Tapia and Lighting Efficiency Upgrade Project (Project). The project is part of an organizational efficiency effort to identify and replace aging, inefficient lighting fixtures at the Las Virgenes – Triunfo Joint Powers Authority (JPA) facilities. The Energy Network (TEN), a program funded by California utility ratepayers through the California Public Utilities Commission, developed recommendations for replacement of the fixtures where cost efficiency could be achieved.

Project cost for the Tapia upgrades was \$343,767.51. The scope of work included replacement of 988 fixtures and lamps at the Tapia Water Reclamation Facility.

The project payback calculation for the lighting efficiency upgrades includes anticipated energy savings, annual maintenance costs, and SCE incentives. The payback period was calculated at 6.3 years. Annual maintenance costs for the Tapia Project were estimated at \$10,451. An incentive of \$16,614.16 was also approved by SCE for the Tapia.

Analysis

The Tapia Water Reclamation facility consumes between 11 and 12 million kilowatt hours (kWh) of electricity per year for all wastewater treatment facility processes.

Figure 1

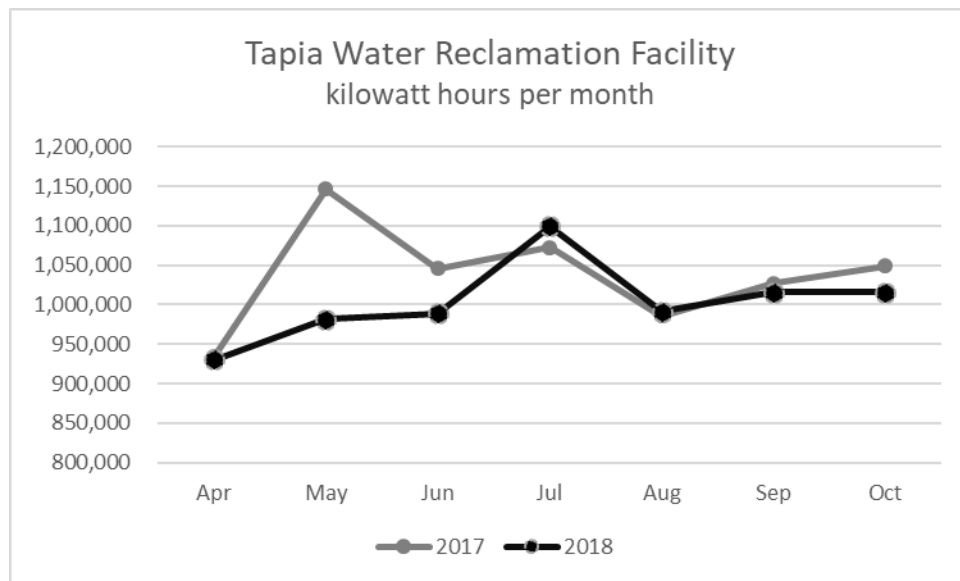
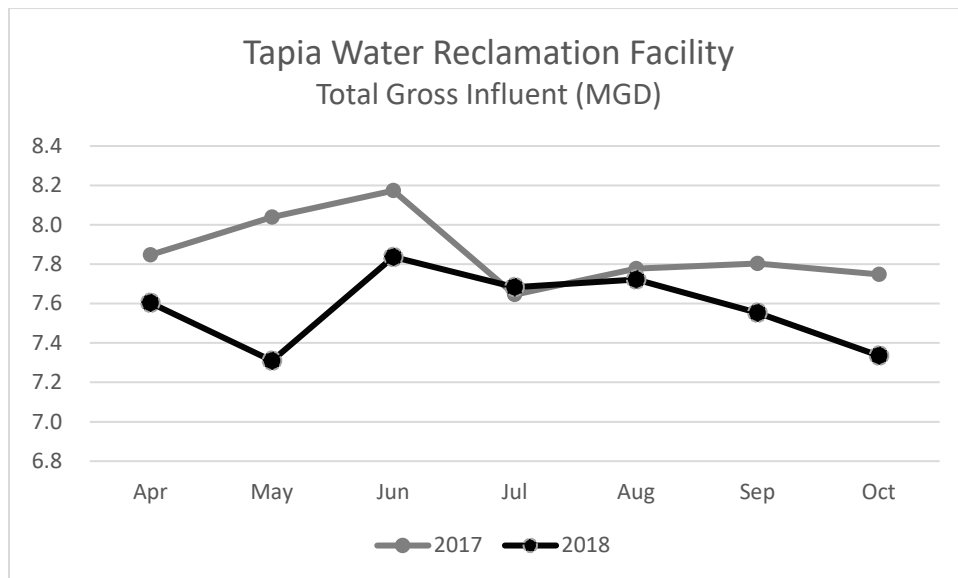




Figure 1 compares 2017 and 2018 total electrical consumption at Tapia for the April through October periods. The time frame was selected as the lighting upgrades were completed in May, 2018. The time frame selected provides the closest representation to a “before and after”/apples to apples comparison available at this time.

In 2018 6,092,287 kilowatt hours (kWh) of electricity were consumed at Tapia compared to 6,326,259 kWh for the same months in 2017. The difference (234,000 kWh) indicates a month-over-month reduction in electrical usage of approximately of 3.7% for the time frame indicated. The engineering study conducted by TEN estimated an annual estimated savings for Tapia of 279,924 kWh – solely through efficient lighting upgrades. The current electrical savings (234,000 kWh), pro-rated over a 12-month period, would result in an annual reduction in consumption by approximately 401,143 kWh.

The majority of energy use at Tapia, apart from facility lighting, is related to large pieces of mechanical equipment including pumps, blowers, and motors used in the wastewater treatment process. Variances in the energy use shown are partially attributed to fluctuations in the wastewater flow to the plant. During the period identified, 2018 flows to Tapia were lower than 2017 flows by approximately 284,112 gallons per day (.28 million gallons per day). The 2018 flow is approximately 3.6% lower than the same period flow for 2017, indicating a portion of the electrical savings should be attributed to flow based operational factors.



**SUMMARY**

After adjusting the 2018 annualized electrical savings to account for the reduction in flow to the Tapia Water Reclamation Facility ( $401,143 \text{ kWh} \times 0.964 = 386,702 \text{ kWh}$ ), the actual annual electrical savings (386,702 kWh) appears to be in line with the estimated annual savings identified in the Tapia Lighting Efficiency Upgrade Project (279,924 kWh).

### Other Projects

Other energy efficiency projects undertaken by the JPA include:

- The one megawatt (1MW) solar project at Rancho Las Virgenes Composting Facility - the solar project has that has produced 9.6 million kWh of energy (approximately 40% offset) since its launch in February, 2014;
- Rancho Las Virgenes Compositing Facility – Lighting Efficiency Upgrade Project approved by the JPA on September 5, 2018 to replace approximately 787 lighting fixtures with new energy efficient LED fixtures and is estimated to save 228,152 kWh per year.
- Replacement of process air blowers and diffusers at Tapia that are estimated to result in the savings of approximately 1,417,000 kWh.

**INFORMATION ONLY**

January 7, 2019 JPA Board Meeting

TO: Board of Directors

FROM: Resource Conservation & Public Outreach

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**Subject : Rancho Las Virgenes Farm Sprayfields Operation and Maintenance:  
Renewal of Agreement**

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**SUMMARY:**

The District, acting as Administering Agent of the Las Virgenes-Triunfo Joint Powers Authority has contracted with W. Litten Land Preparation for approximately nine years for the operation and maintenance of the Rancho Las Virgenes Farm Sprayfields. Litton has provided excellent service over the years and controlled the cost of the work to avoid the need for increases. Staff recommends that the Board authorize the General Manager to execute a one-year agreement, in an amount not-to-exceed \$250,000, with Litton for the continued operation and maintenance of the Rancho Las Virgenes Farm Sprayfields.

**RECOMMENDATION(S):**

Authorize the General Manager to execute a one-year agreement, in an amount not-to-exceed \$250,000, with W. Litten Land Preparation for the operation and maintenance of the Rancho Las Virgenes Farm Sprayfields.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

The cost of the work is not expected to exceed \$250,000. Sufficient funds for the work are included in the adopted Fiscal Year 2018-19 JPA Budget. The cost of the work is allocated 70.6% to LVMWD and 29.4% to Triunfo Sanitation District.

**DISCUSSION:**

For the past nine years, the Board has authorized the General Manager to execute one-year

contracts with Litten, in an annual amount not-to-exceed \$250,000, for the operation and maintenance of the Rancho Las Virgenes Farm Sprayfields. Litten provides effluent disposal services at the Farm as required by the National Pollutant Discharge Elimination System (NPDES) permit for the Tapia Water Reclamation Facility. The services also include planting and harvesting of crops for nutrient removal as required by Part 503 of the EPA Biosolids Rule, management of the irrigation system for the sprayfields, maintenance of catch basins to prevent off-site runoff and general upkeep of the facility. Additionally, Litten performs maintenance and weed abatement services at other JPA facilities, as needed.

For 2018, Litten's actual contract expense is projected to be approximately \$224,988, or 10% below the budgeted amount of \$250,000. Litten has consistently provided the services within budget even though the amount of work varies from year-to-year based on the volume of effluent disposal needed, demand for recycled water, weather conditions and maintenance needs at the Farm. Attached for reference is a draft of the agreement with Litten for the work.

**GOALS:**

Construct, Manage and Maintain All Facilities and Provide Services to Assure System Reliability and Environmental Compatibility

Prepared by: Dave Roberts, Resource Conservation Manager

**ATTACHMENTS:**

Draft Agreement w/Litten

## AGREEMENT

As of January 3, 2019, **LAS VIRGENES MUNICIPAL WATER DISTRICT**, herein "DISTRICT," and **W. LITTEN, INC.**, herein "CONTRACTOR," agree as follows:

1. Scope of Work:

- (a) This agreement sets forth the terms for the contractor to furnish **Sprayfield Operation and Maintenance Services**. The services are described on Exhibit "A".
- (b) The services required under this agreement are variable and dependent on recycled water customer demand, weather, field conditions, crop conditions, competing demands for the land, and other factors. DISTRICT is not responsible for changes in work load resulting from these variations.
- (c) CONTRACTOR assumes full responsibility for having familiarized itself with the nature and extent of the work and CONTRACTOR has visited the areas and correlated observations with the requirements of the agreement.

2. Term:

This agreement is for one year, beginning January 3, 2019. This agreement may be extended by mutual agreement.

3. Consideration:

- (a) DISTRICT will make payments to CONTRACTOR as set forth on Exhibit "B". The aggregate payments under this Agreement shall not exceed \$250,000.00
- (b) DISTRICT shall pay CONTRACTOR upon receipt of a monthly invoice for types of work performed and hours worked. The payment will be for actual time worked as directed by DISTRICT to accomplish needed tasks. The Contractor shall present a demand for payment no later than the 25th day of the month following the month for which payment is sought. The District's check for payment shall be mailed.
- (c) DISTRICT may retain sums sufficient to cover unpaid claims. DISTRICT shall deduct from billings and shall not pay the following:
  - i. Charges attributable to work that have, in the opinion of the DISTRICT, not been performed or have been improperly performed by CONTRACTOR.
  - ii. Claims for extra work unless the work was approved in writing in advance by the DISTRICT.

4. Laws and Regulations:

CONTRACTOR shall give notices required by law and comply with laws pertaining to the conduct of the work. CONTRACTOR shall exercise necessary precautions for safety and environmental protection and be in compliance with statutory and regulatory. CONTRACTOR shall comply with District policies. CONTRACTOR shall be liable for all violations of the law in connection with the work.

5. Insurance:

CONTRACTOR shall not commence work without Worker's Compensation, Employer's Liability, and Liability Insurance. Insurers must be authorized to do business and have an agent for service of process in California. Excepting only the State Compensation Insurance Fund in reference to Workers' Compensation Insurance, insurers must have an "A" policyholder's rating and a financial rating of at least Class VI in accordance with the most current Best's rating.

CONTRACTOR shall furnish proof of Crime Insurance, including Employee Dishonesty/Fidelity Coverage, to protect the District against loss by theft or mysterious disappearance of property by any of the CONTRACTOR'S employees while DISTRICT property is in the care, custody or control of the CONTRACTOR. Coverage amounts shall be not less than \$25,000 per employee, or \$100,000 aggregate.

Limits:

General Liability: Bodily injury coverage shall be for not less than \$250,000 each occurrence and not less than \$500,000 aggregate.

Property damage coverage shall be for not less than \$100,000 each occurrence and \$500,000 aggregate.

Personal injury coverage shall be for not less than \$1,000,000 aggregate.

Bodily injury, personal injury, and property damage coverage shall be in a combined single limit of not less than \$1,000,000.

Automobile Liability: Bodily injury coverage shall be for not less than \$500,000 each person and not less than \$1,000,000 for each accident, per each occurrence.

Property damage coverage shall be for not less than \$500,000 each occurrence

or

Bodily injury and property damage coverage shall be in a combined single limit of not less than \$1,000,000 for each occurrence.

Employer's Liability: Bodily injury coverage by accident shall be for not less than \$1,000,000 for each employee and \$1,000,000 for each accident.

Bodily injury coverage by disease shall be for not less than \$1,000,000 for each employee and \$1,000,000 for each disease.

Workers' Compensation: In accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR shall secure the payment of compensation to all employees. CONTRACTOR shall sign and file with the DISTRICT the following certificate prior to performing the work of this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract".

As evidence of specific insurance coverage, CONTRACTOR shall provide industry-standard ACCORD forms naming the DISTRICT as additionally insured. Said coverage shall not be amended or cancelled without giving at least 30 days advance written notice to DISTRICT. A waiver of subrogation is to be included.

6. Contractor Representative:

CONTRACTOR shall maintain a local representative who can be reached during normal working hours who is authorized to discuss matters pertaining to the agreement.

CONTRACTOR shall also provide a twenty-four (24) hour per day, seven (7) days per week emergency service phone number. Within two (2) hours after a call is made requesting CONTRACTOR perform emergency services, outside of normal business hours, CONTRACTOR shall commence the required service. DISTRICT shall not be charged any additional amount for emergency services unless the services to be provided would be billed as additional work if done in the regular course of CONTRACTOR'S performance.

7. Contractor's Responsibility for Work:

CONTRACTOR shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the work, facilities or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work, facilities or materials from damage, CONTRACTOR shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work, facilities or materials from damage. The suspension of the work or the granting of an extension of time from any cause whatever shall not relieve CONTRACTOR of his responsibility for the work and materials as herein specified. In an emergency affecting the safety of life or property, including adjoining property, CONTRACTOR, without special instructions or authorizations, shall act at his discretion to prevent such threatened loss or injury.

8. Safety:

CONTRACTOR shall be solely and completely responsible for conditions of the jobsite, including safety of persons and property during performance of the work. The right of the DISTRICT'S representative to conduct review or observation of the CONTRACTOR'S performance will not include review or observation of the adequacy of the CONTRACTOR'S safety measures in, on, or near the site.

9. Contractor's Personnel:

- (a) DISTRICT may require CONTRACTOR to remove from the work site(s) any employee(s) deemed, careless, incompetent, or who is an annoyance to the public.
- (b) CONTRACTOR shall publish and distribute to all employees, workers and subcontractors (hereinafter worker) a statement notifying worker that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited. Any worker under the effect or residual effect of such controlled substance is considered a hazard and shall be removed from the job site immediately. This notice shall state that the worker has an obligation to abide by the terms of the agreement and to notify the CONTRACTOR in writing of any violation of a criminal drug statute occurring in the workplace or at the job site. CONTRACTOR shall notify DISTRICT of such incident and take appropriate action within thirty (30) days. CONTRACTOR is responsible to see that this requirement is included in all Subcontractor contracts.
- (c) CONTRACTOR shall provide to its employees environmental, health and safety training to ensure compliance with all federal, state and local laws or regulations.

10. Assignment of Contract:



CONTRACTOR shall not assign this contract, or any right or interests hereunder, without the prior consent in writing of the DISTRICT.

IN WITNESS WHEREOF, this Agreement is executed by DISTRICT and CONTRACTOR as follows.

**Las Virgenes Municipal Water District**

By: \_\_\_\_\_  
David W. Pedersen, Administering Agent/General Manager

Dated: \_\_\_\_\_, 20\_\_

**W. Litten Inc.**

By: \_\_\_\_\_  
W. Dean Litten

Dated: \_\_\_\_\_, 20\_\_

**Approved as to Form:**

\_\_\_\_\_  
Wayne K. Lemieux, District Counsel

## **EXHIBIT “A” SCOPE OF WORK**

### **1. WORK OBJECTIVES**

Disposal of surplus recycled water at the Rancho Las Virgenes Farm (Farm) is necessary during periods of low demand, from April 15 to November 15 every year, in order to meet the National Pollutant Discharge Elimination System (NPDES) permit for operation of the Tapia Water Reclamation Facility (Tapia). Partially treated wastewater or biosolids may also be disposed of at the Farm should operational emergencies or upsets occur in the wastewater treatment system. The disposal of recycled water requires the planting and harvesting of crops for nutrient removal as required by Part 503 of federal biosolids regulations, maintenance of catch basins to prevent offsite runoff and general maintenance of the Farm. The work includes furnishing labor and equipment necessary to meet these permit requirements.

### **2. FACILITIES DESCRIPTION**

#### **A. General**

Rancho Las Virgenes Farm  
3700 Las Virgenes Road  
Calabasas, CA 91302

The Rancho Las Virgenes Farm comprises approximately 70 acres of generally flat fields, falling off slightly to the west for positive drainage during periods of heavy rainfall. This acreage is divided into 15 separately irrigated fields, 12 of which take water through booster pumps. The farm fields are utilized primarily for seasonal waste spray of surplus recycled water. Occasionally, one or more fields may be taken out of production, prepped for injection of biosolids, and then replanted after the injection process is complete. A mixture of grasses and legumes—including but not limited to fescue, rye, orchard grass, clover and alfalfa—is grown as a means of nutrient and moisture uptake and erosion control. The fields are managed with a variety of methods, including but not limited to green chopping, mowing, baling and discing.

Additionally, approximately 2 acres of hillside has been developed into a field used solely for spray application of recycled water. This area is covered with native vegetation.

Soils vary from clay loam to sandy loam.

Irrigation water is non-potable water and should not be used for drinking, washing or other uses.

## B. Additional Locations

The Contractor may be requested to perform similar or associated duties on other lands. The cost to complete these requested tasks shall be based upon the unit prices contained in the bid form.

## C. HOURS OF WORK AND FACILITY ACCESS

As directed, the Contractor shall perform the required work primarily during the hours of 7:30 am to 5:00 p.m. Monday through Friday. Work outside of these hours may be directed by District staff, including work in the evening and over weekends and holidays. Labor and equipment requirements vary with the season. The Contractor shall be provided all necessary keys, access cards and codes required to complete the work.

## 3. DISTRICT/CONTRACTOR REPRESENTATIVES

The Contractor will work with one or more designated District representatives regarding the terms and conditions of the contract. The Contractor shall designate a single representative that has the authority to act for the Contractor. Directives can be either verbal or written, although all directives requiring extra work shall be in written form only. If the Contractor acts upon direction from anyone other than the representatives named by the District, they will not be entitled to additional compensation for any work that results.

## 4. EQUIPMENT AND LABOR

The Contractor shall at all times furnish and maintain sufficient labor and equipment to perform the work of this contract.

“To perform the work of this contract” means that the facilities, fields and equipment will be continually maintained in the most desirable of conditions, and that water application will be maximized – when directed – with zero off-site runoff.

The Contractors equipment shall be subject to the inspection and approval of the District. There are limited areas available to the Contractor for the storage and/or maintenance of equipment and materials.

## 5. STANDARDS OF PERFORMANCE

Irrigation is accomplished via above ground, solid-set irrigation systems constructed of District-owned steel and aluminum irrigation pipe typically arranged in a 40' by 30' sprinkler head spacing.

Under no circumstances can the ground be disturbed or can irrigation water be allowed to fall within the drip-line of any oak tree.

All other portions of these specifications notwithstanding, it is agreed that the intent of

this contract is to provide a level of management that will also present a pleasing and desirable appearance at all times.

The District representative:

1. Shall decide any and all questions that may arise as to claims and compensation;
2. Shall have authority to enforce and make effective such decisions and orders as the Contractor fails to promptly carry out;
3. Shall have the authority to implement alternative action either by District forces or request separate contract to accomplish the work and prevent loss or damage based upon the urgency of the conditions;
4. Shall decide any and all questions which may arise as to:
  - a. The quality or acceptability of the materials furnished and the work performed.
  - b. The manner of performance.
  - c. The rate of performance.
  - d. The interpretation of the work specifications.
  - e. The acceptable fulfillment of the contract on the part of the Contractor.
5. Shall direct the work and the administration of the work.

## 6. MATERIALS

All materials and equipment used shall conform to District specifications.

Contractor supplied:

- Caterpillar D6 dozer or equivalent
- Farm utility tractors
- Pick-up trucks
- Flail Mower
- Ring Roller
- Chainsaws
- Spray equipment
- Weedeaters

District supplied:

- John Deere 6320-L tractor
- Backhoe
- Crop chopper
- Harvest wagon
- Rotary mower
- Disc
- Tool bar with chisel plow attachments
- PTO powered broadcast Seeder
- Portable pumps – all sizes

## 7. TASK DESCRIPTIONS

This provides an overview of possible tasks, however, these tasks may or may not need to be accomplished, depending upon the conditions present at that time. Conditions dictating the need to perform a certain task include District recycled water customer irrigation demand, weather, sprayfield conditions, crop conditions, and competing demands for use of the land.

### July through August

Dismantle irrigation pipe.

Manage vegetation, as directed, by any or all of the following methods

- Harvest and transport off fields

- Cut and leave on field

- Cut and disc into field

Improve drainage of fields as needed

- Rip soil to 24+ inches

- Develop and maintain farm ditches, mechanically and by hand

Prepare fields for planting as needed

- May include disking, rock removal, ring rolling

Seeding as needed

Set up irrigation pipe

Weed control on and off fields as directed

### September through November

Operate sprayfields

- Turn water on and off, record meter readings, repair breaks, maintain equipment

Monitor field conditions to prevent runoff

Continue with vegetation and weed management

### December through March

Dismantle irrigation pipe.

Pump catch basin water to fields

Remove plugs from catch basin drain outlets

Manage vegetation, as directed, by any or all of the following methods

- Harvest and transport off fields

- Cut and leave on field

- Cut and disc into field

Improve drainage of fields as needed

- Rip soil to 24+ inches

- Develop and maintain farm ditches, mechanically and by hand

Prepare fields for planting as needed

- May include disking, rock removal, ring rolling

Seeding as needed

Set up irrigation pipe

Weed control on and off fields as directed

April through June

Plug catch basin outlets to storm drain system

Operate sprayfields

Turn water on and off, record meter readings, repair breaks, maintain equipment

Monitor field conditions to prevent runoff

Continue with vegetation and weed management

Year round activities

Maintain and repair farm equipment

Maintain roads and fences as needed

Maintain irrigation equipment

Valve repair, sprinkler head repair, portable pump maintenance, etc.

Develop new sprayfields if land becomes available

clearing, ripping, discing, seeding and irrigation system setup

8. FIELD CARE

The Contractor shall receive all fields, drainages, catch basins, roads and adjacent areas in good condition at the beginning of the contract. If the condition of any area found to be otherwise at the start of work, the District shall be notified in writing immediately. Necessary repairs shall not occur prior to District authorization.

At the close of the contract period, all fields, drainages, catch basins, roads and adjacent areas shall be checked by the District and shall be returned to the District in a satisfactory condition. Any area found to be in an unsatisfactory condition as a result of negligence on the part of the Contractor, as determined by the District, shall be repaired by the Contractor at no cost to the District.

9. FIELD MONITORING

Each day the Contractor is on site, the Contractor shall inspect the sprayfields for soil and crop condition and report any problems to the District.

10. FIELD MANAGEMENT

Fields will be managed to optimize the ability to accept irrigation water without runoff. Crops will be managed to eliminate weed populations and prevent weed invasion. Non-cultivated fields will be managed to eliminate weeds via well-timed fieldwork, as conditions permit, and to promote the growth and success of desired vegetation.

The Contractor shall notify the District immediately upon discovery of damage to any fields. Costs to repair fields or replace crops damaged as a result of anything other than Contractor neglect will be borne by the District. Costs to repair fields or replace

crops damaged as a result of Contractor's neglect shall be borne by the Contractor. The Contractor shall repair said damage immediately after authorization to repair has been received from the District.

11. MANAGEMENT OF ADJACENT BASINS, BERMS AND ROADS

A. BASINS

Basins will not be allowed to fill with sediments, but will always maintain an acceptable capacity below the standpipe gate to capture any excess irrigation water that might leave the field in an emergency situation.

B. BERMS

Berms will be kept clear of weeds, and managed to promote the growth of desired vegetation for erosion control.

C. ROADS

Roads will be kept clear of weeds and soil. Potholes and washouts will be repaired immediately.

12. EQUIPMENT AND IRRIGATION SYSTEMS CARE

The Contractor shall receive all equipment and irrigation systems in sound working order at the beginning of the contract. If the working order of any equipment or irrigation system component is found to be otherwise at the start of work, the District shall be notified in writing immediately. Necessary repairs shall not occur prior to District authorization.

Irrigation repairs and maintenance shall meet the requirements of DISTRICT and American Water Works Association standards and specifications pertaining to recycled water use. The District shall provide a copy of these standards for the Contractor to follow.

At the close of the contract period, all equipment and irrigation system components shall be checked by the District and shall be returned to the District in a satisfactory condition. Any equipment or system component found to be faulty as a result of negligence on the part of the Contractor, as determined by the District, shall be repaired or replaced by the Contractor at no cost to the District.

13. SYSTEMS MONITORING

The Contractor shall inspect the irrigation systems continually for broken and clogged heads, malfunctioning or leaking valves, or any other conditions that hamper the correct operation of the system or reduce irrigation or result in runoff. The Contractor shall clean and adjust irrigation heads as needed for proper coverage. Authorization must be obtained from the District before proceeding with repair work.

14. EQUIPMENT AND IRRIGATION SYSTEM MAINTENANCE, REPAIR AND OPERATION

The Contractor shall notify the District immediately upon discovery of damage to equipment and/or irrigation system components. Costs to repair or replace equipment and/or irrigation system components deteriorating due to normal wear and tear or that have been damaged by vandalism will be borne by the District. Costs to replace equipment and/or irrigation system components which have deteriorated or been damaged as a result of Contractor's neglect shall be borne by the Contractor. The Contractor shall repair said damage as soon as possible after authorization to repair has been received from the District.

Any damages resulting from a failure of the Contractor to promptly report or repair equipment or irrigation system problems will require Contractor to make repairs at his own expense. All replacement of equipment parts and irrigation system components shall be original equipment types where known. All substitutions for replacement equipment and components shall be approved by the District prior to performing the work.

Irrigation shall be performed by the use of manually operated irrigation systems. The Contractor will ensure uniform coverage of the irrigated areas by the irrigation system.

All damages to public or private property, as well as any fines levied against the District as a result of excessive irrigation water or irrigation water run off shall be charged against the contract payment unless the Contractor makes immediate reparation to the satisfaction of the District.

15. OTHER SERVICES AT JPA FACILITIES AS NEEDED

In addition to the services identified above, the Contractor shall perform other services at JPA facilities, other than the sprayfields, as needed and identified by JPA staff.



**EXHIBIT "B"**  
**SPRAYFIELD PROGRAM SERVICES**  
**UNIT COSTS**

	Unit Cost <sup>1</sup> per Hour
D-6 9U with operator	70.00
50 HP wheel tractor with operator	52.00
Pickup trucks	12.00
Disc	10.00
Ring Roller	5.00
Box Scraper	6.00
Flail Mower	25.00
Chainsaw	5.75
Weedeater	5.75
Labor – Unskilled	23.10
Labor – Skilled	27.62
Foreman	31.15
Operator only for district-supplied equipment	43.70
Supervisor	43.40
Labor – Unskilled: Overtime	9.50
Labor – Skilled: Overtime	14.00
Foreman: Overtime	15.00
Operator only for district-supplied equipment: Overtime	21.50
Supervisor: Overtime	22.00

<sup>1</sup>Units include all overhead costs.