

AGENDA

**ENGINEERING COMMITTEE MEETING
LEUCADIA WASTEWATER DISTRICT
Tuesday, October 12, 2010 – 8:30 a.m.
1960 La Costa Avenue, Carlsbad, CA 92009**

1. **Call to Order**
2. **Roll Call**
3. **Public Comment**
4. **Old Business**

None.
5. **New Business**
 - A. Authorize the General Manager to execute an Agreement with LH Woods & Sons Incorporated for the construction of the Batiquitos Force Main Repair Project in an amount not to exceed \$1,094,444 as the lowest responsive and responsible bidder. (Page 1-8)
 - B. Authorize the General Manager to execute an Agreement with Richard Stinson Construction Management for construction management services for the construction of the Batiquitos Force Main Repair Project in an amount not to exceed \$50,000. (Page 9)
 - C. Authorize the General Manager to execute a Landscape Maintenance Contract for the District's headquarters site with Tierra Verde Resources, Incorporated at a cost not to exceed \$26,280 over an initial three year contract period. (Page 10)
 - D. Tverdoch Reimbursement Agreement. (Pages 11-12)
6. **Information Items**
 - A. Satellite Pump Stations, Force Mains and Gravity Sewer Replacement Project Update – Verbal Report
7. **Director's Comments**
8. **General Manager's Comments**
9. **Adjournment**

MEMORANDUM

Ref: 11-2647

DATE: October 7, 2010
 TO: Engineering Committee
 FROM: Paul J. Bushee, General Manager 
 SUBJECT: Award of the District's Batiquitos Force Main Repair Project Contract

RECOMMENDATION:

Staff requests that the Engineering Committee recommend that the Board of Directors:

1. Authorize the General Manager to execute an Agreement with LH Woods & Sons Incorporated for the construction of the Batiquitos Force Main Repair Project in an amount not to exceed \$1,094,444 as the lowest responsive and responsible bidder.
2. Discuss and take other action as appropriate.

DISCUSSION:

In July 2010, the Board of directors authorized staff to execute an agreement with Infrastructure Engineering Corporation (IEC) to proceed with the design of the Batiquitos Force Main Repair Project. As you may recall, this project is the result of a break that occurred on the evening of May 3, 2010 in the Batiquitos Force Main - B2 (B2). IEC has evaluated various methods to repair the force mains, including cured-in-place pipe (CIPP) lining and open trench construction. As presented in a verbal report to the Board at the September Board meeting, it was determined that the open trench construction method to replace the ductile iron force main with polyvinylchloride (PVC) pipe is the best and most cost effective solution. The project will replace approximately 1,300 linear feet of each of three force mains, B1 (Secondary Effluent Force Main from the Encina treatment facility) and B2/B3 (Sewer Force Mains from Batiquitos Pump Station to Encina).

The project was advertised and bid on September 8th with bids due on September 29, 2010. Seven bids were received in response to the solicitation with the following results:

| <u>Construction Firm</u> | <u>Bid Submitted</u> |
|-------------------------------|----------------------|
| LH Woods & Sons Inc. | \$ 1,094,444.00 |
| TC Construction Company, Inc. | \$ 1,249,291.00 |
| Zondiros Corporation | \$ 1,322,355.00 |
| BRH Garver West | \$ 1,355,160.00 |
| TTS Engineering, Inc. | \$ 1,365,721.59 |
| Mike Prlich & Sons | \$ 1,458,620.00 |
| Burtech Pipeline Incorporated | \$ 1,741,540.00 |

The bids were reviewed by Robert Weber and Jamie Taylor at IEC. Upon completion of IEC's review, it was recommended that LH Woods & Sons Inc. be awarded the contract as the lowest responsive and responsible bidder, see letter attached.

The bid price of \$1,094,444 is approximately \$8,000 or 1% more than the \$1,086,270 estimated construction cost. Therefore, Staff recommends that the Board award the contract to LH Woods & Sons as the lowest responsive and responsible bidder.

FISCAL IMPACT:

There is sufficient appropriation in the Fiscal Year 2011 Budget to cover the construction costs of the project.

rym:PJB

Attachment



BID REVIEW MEMORANDUM

Date: October 5, 2010
Subject: **BATIQUITOS FORCE MAIN REPAIR PROJECT, BID EVALUATION**
Prepared By: Jamie Taylor *JT*
Reviewed By: Robert S. Weber, P.E. *RSW*

PURPOSE

This memorandum provides a summary of our evaluation of bid results and the responsiveness of the low bid for the subject project.

BID RESULTS

Bids were opened on September 29, 2010 and seven bids were received. The bids are summarized on Table 1 (attached) and characteristics of the bids are as follows:

| | |
|----------------------|-------------|
| Low Bid: | \$1,094,444 |
| Average Bid: | \$1,369,590 |
| High Bid: | \$1,741,540 |
| Engineer's Estimate: | \$1,086,270 |

REVIEW OF APPARENT LOW BIDDER

LH Woods and Sons Inc. (LH Woods or Contractor), Vista, California submitted the apparent low bid. The following reviews have been completed:

Contractor's License: The contractor holds the required Class A License (No. 213353). The license is current and active (see attached).

Bid Bond: A bid bond in the amount of ten percent (10%) of the bid amount was submitted with Western Surety Company as Surety. Western Security has a rating of A with Best's Key Rating Guide.

Signatures: The Contractor's President signed the Closing Statement, Bidder's Bond, Non Collusion Affidavit, and the Secretary signed the Local Preference Certification.

Addenda Acknowledged: The contractor acknowledged Addendum 1 in the bid documents.

Project Manager's Experience: The contractor has submitted a resume for Alex McClymont as the Project Manager. Alex has a BS in Mechanical Engineering and has been a project manager for various major water and wastewater projects for 9 years including the Leucadia Parallel 24" Force Main and the La Costa Greens Trunk Sewer Main for the District in early 2000.

Addressed Project Issues: The contractor has addressed project issues as required in the Approach to Work and Safety Policies section of the Bid Documents as outlined below:



- **Staging:** The contractor stated they intend to construct B1 and B2 from North to South then move on to B3 from the Northern end to the Southern end
- **Handling of hazardous material or wastes:** The contractor has stated that the existing ductile iron pipe removed will be put into bins and then taken away by their recycler.
- **Detailed Safety and Accident Prevention Plan:** The contractor has submitted a detailed Injury and Illness Prevention Plan with their bid. They identified a Safety Manager (Dave Held) who is responsible for overseeing the Injury and Illness Prevention Program including site inspections and weekly site safety audits and tailgate meetings.

Worker's Compensation Insurance: Policy is in effect through June 2011.

Experience: The contractor submitted 50 years of qualifying experience on large diameter pipeline construction projects. IEC interviewed Ken Cope from Rancho California Water District regarding the \$7,995,555 Vail Lake Transmission Main and Pump Station Project including the installation of approximately 14,000 LF of 48" CML&C pipe, appurtenances and a 80 CFS pump station. The project is currently at the 95% stage and ahead of schedule. There have been no claims filed and not an unusual amount of change orders. Rancho California Water District would highly recommend awarding a contract to LH Woods.

Individual Bid Item Amount Review: Several of the bid item amounts as bid by LH Woods were substantially less than other submitted bids. IEC called Roger Coburn of LH Woods to discuss why these bid items were less and to ensure that the Contractor was aware of several items regarding the nature of the work having to do with these bid items. The bid items and responses are listed below

- **Sheeting, Shoring and Bracing:** The bid amounts for sheeting, shoring and bracing were \$3,800 and \$3,000 for B1/B2 and B3 respectively. The averages of the next four lowest bids were \$18,369 and \$8,644 respectively. The Contractor stated that some costs for sheeting, shoring and bracing were lumped into other unit prices, namely, the pipeline construction costs and that they intended to use their own equipment for shoring and did not have to rely upon rental equipment. IEC ensured that the Contractor was aware of contract language in the summary of work requiring the use of shoring methods sufficient to prevent trench failure and that any pavement restoration due to trench failure caused by insufficient shoring methods was the responsibility of the Contractor and is included in the bid.
- **Dewatering the Sewer Force Mains:** The bid amounts for dewatering the force mains were \$3,300, \$3,300 and \$5,500 for B2, B1 and B3 respectively. The averages of the next four lowest bids were \$17,877, \$16,627 and \$16,841 respectively. The Contractor stated that they have developed a good plan for dewatering and are confident of their bid amount for this item.



- Traffic Control: The bid amounts for traffic control were \$2,800 and \$2,200 for B1/B2 and B3 respectively. The averages of the next four lowest bids were \$17,619 and \$17,244 respectively. The Contractor stated that some costs for traffic control, specifically labor to set up traffic control at the beginning of each day and breakdown each night was included in the pipeline construction costs and that they intended to use their own traffic control equipment and did not have to rely upon rental equipment.

RECOMMENDATION

IEC recommends award of the contract to LH Woods & Sons Inc., based on the bid amount.

Attachments

Table 1 – Bid Results


Department of Consumer Affairs, Contractor's License Detail

Leucadia Wastewater District
Batiquitos Force Main Repair Project
Bid Summary

| Item | Description | Unit | Qty. | Engineer's Estimate | LH Woods and Sons | TC Construction | Zondrios | BRH Garver West | TTS Engineering, Inc. | Mike Plich and Sons | Burtech |
|---|---|------|------|-------------------------|-------------------|-----------------|-------------|-----------------|-----------------------|---------------------|-------------|
| B1 Secondary Treated Wastewater Main and B2 Sewer Force Main | | | | | | | | | | | |
| B1 Secondary Treated Wastewater Main and B2 Sewer Force Main | | | | | | | | | | | |
| 1 | Mobilization, Insurance, Bonds, Demobilization & Permits | LS | 1 | \$26,400 | \$30,000 | \$28,000 | \$30,000 | \$25,000 | \$22,780 | \$27,000 | \$31,500 |
| 2 | SWPPP and Compliance with NPDES Requirements | LS | 1 | \$4,400 | \$7,000 | \$12,000 | \$5,000 | \$10,000 | \$11,990 | \$8,000 | \$15,000 |
| 3 | Sheeting, Shoring and Bracing | LS | 1 | \$8,800 | \$3,800 | \$10,000 | \$10,000 | \$25,000 | \$28,475 | \$100,000 | \$30,000 |
| 4 | 14" Secondary Treated Wastewater Main and 24" Sewer Force Main in Common Trench | LF | 1296 | \$427,680 | \$434,160 | \$362,880 | \$537,840 | \$479,520 | \$456,113 | \$648,000 | \$712,800 |
| 5 | 16" Secondary Treated Wastewater Main and 24" Sewer Force Main in Common Trench | LF | 139 | \$47,399 | \$104,945 | \$90,350 | \$61,160 | \$121,625 | \$110,238 | \$72,280 | \$137,610 |
| 6 | 24" Sewer Force Main | LF | 32 | \$7,040 | \$88,000 | \$124,800 | \$80,000 | \$54,000 | \$12,743 | \$19,200 | \$112,000 |
| 7 | Dewater 24" Sewer Force Main | LS | 1 | \$3,300 | \$7,500 | \$18,000 | \$5,000 | \$20,000 | \$18,509 | \$2,000 | \$10,000 |
| 8 | Dewater 14" Secondary Treated Wastewater Main | LS | 1 | \$3,300 | \$6,300 | \$23,000 | \$10,000 | \$15,000 | \$18,509 | \$1,800 | \$10,000 |
| 9 | Traffic Control | LS | 1 | \$16,500 | \$2,800 | \$7,000 | \$10,000 | \$25,000 | \$28,475 | \$8,000 | \$15,000 |
| 10 | Pothole Utilities | LS | 1 | \$3,960 | \$3,000 | \$4,000 | \$10,000 | \$10,000 | \$17,780 | \$4,000 | \$10,000 |
| | Subtotal B1 and B2 | | | \$548,779 | \$687,505 | \$678,030 | \$789,000 | \$755,145 | \$725,011 | \$890,280 | \$1,083,910 |
| B3 Sewer Force Main | | | | | | | | | | | |
| 11 | Mobilization, Bonds, permits, Cleanup and Demobilization | LS | 1 | \$25,300 | \$13,841 | \$28,000 | \$35,000 | \$25,000 | \$22,780 | \$17,500 | \$10,000 |
| 12 | SWPPP and Compliance with NPDES Requirements | LS | 1 | \$4,400 | \$6,700 | \$7,000 | \$5,000 | \$10,000 | \$11,990 | \$5,000 | \$5,000 |
| 13 | Sheeting, Shoring and Bracing | LS | 1 | \$6,600 | \$3,000 | \$7,500 | \$10,000 | \$15,000 | \$28,475 | \$9,000 | \$15,000 |
| 14 | 24" Sewer Force Main | LF | 1517 | \$473,911 | \$370,148 | \$505,161 | \$477,855 | \$447,515 | \$489,474 | \$485,440 | \$591,630 |
| 15 | Dewater 24" Sewer Force Main | LS | 1 | \$5,500 | \$7,900 | \$19,000 | \$15,000 | \$20,000 | \$19,363 | \$3,000 | \$10,000 |
| 16 | Traffic Control | LS | 1 | \$16,500 | \$2,200 | \$8,000 | \$7,500 | \$25,000 | \$28,475 | \$12,000 | \$10,000 |
| 17 | Pothole Utilities | LS | 1 | \$1,980 | \$1,500 | \$4,000 | \$10,000 | \$10,000 | \$17,085 | \$4,000 | \$10,000 |
| | Subtotal B3 | | | \$534,191 | \$405,289 | \$567,661 | \$550,355 | \$552,515 | \$627,042 | \$565,940 | \$651,630 |
| Batiquitos Pump Station Site | | | | | | | | | | | |
| 18 | Pump Station Site - Value Can Abandonments | LS | 6 | \$3,300 | \$1,650 | \$3,600 | \$3,000 | \$7,500 | \$13,668 | \$2,400 | \$1,000 |
| | Subtotal Pump Station | | | \$3,300 | \$1,650 | \$3,600 | \$3,000 | \$7,500 | \$13,668 | \$2,400 | \$1,000 |
| | | | | Total: N/A | \$1,094,444 | \$1,249,291 | \$1,322,355 | \$1,355,160 | \$1,365,722 | \$1,458,620 | \$1,741,540 |
| | | | | Check Total: | \$1,094,444 | \$1,249,291 | \$1,322,355 | \$1,355,160 | \$1,365,722 | \$1,458,620 | \$1,736,540 |
| | | | | Amount in Words: | \$1,094,444 | \$1,249,291 | \$1,322,355 | \$1,355,160 | \$1,365,722 | \$1,458,620 | \$1,741,540 |

Department of Consumer Affairs Contractors State License Board

Contractor's License Detail - License # 213353

 **DISCLAIMER:** A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

| | | |
|------------------------|--|---------------------------------------|
| License Number | 213353 | Extract Date: 9/30/2010 |
| Business Information | L H WOODS & SONS INC 2115 LA MIRADA DRIVE VISTA, CA 92081-8830 | |
| | Business Phone Number:(760) 599-5500 | |
| Entity: | Corporation | |
| Issue Date | 11/02/1962 | |
| Expire Date | 05/31/2011 | |
| License Status | This license is current and active. All information below should be reviewed. | |
| Additional Status: | | |
| Classifications: | CLASS | DESCRIPTION |
| | A | <u>GENERAL ENGINEERING CONTRACTOR</u> |
| Bonding: | CONTRACTOR'S BOND This license filed Contractor's Bond number 141410275 in the amount of \$12,500 with the bonding company <u>WESTERN SURETY COMPANY.</u> Effective Date: 01/01/2007 Contractor's Bonding History | |
| | BOND OF QUALIFYING INDIVIDUAL 1. The Responsible Managing Officer (RMO) WOODS JAMES DENVER JR certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required. Effective Date: 05/05/1999 BQI's Bonding History | |
| Workers' Compensation: | This license has workers compensation insurance with the <u>SEABRIGHT INSURANCE COMPANY</u> Policy Number:BB1101235 Effective Date: 06/01/2010 Expire Date: 06/01/2011 Workers' Compensation History | |

Personnel listed on this license (current or disassociated) are listed on other licenses.

| | |
|----------------|----------------|
| Personnel List | Other Licenses |
|----------------|----------------|

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MEMORANDUM

Ref: 11-2648

DATE: October 7, 2010
TO: Engineering Committee
FROM: Paul J. Bushee, General Manager 
SUBJECT: Award of Construction Management Services for District's Batiquitos Force Main Repair Project

RECOMMENDATION:

Staff requests that the Engineering Committee recommend that the Board of Directors:

1. Authorize the General Manager to execute an Agreement with Richard Stinson Construction Management for construction management services for the construction of the Batiquitos Force Main Repair Project in an amount not to exceed \$50,000.
2. Discuss and take other action as appropriate.

DISCUSSION:

The District's Batiquitos Force Main Repair Project requires construction management support to oversee construction of the project. The construction management services consist of contractor oversight, negotiating change orders, construction inspection and administration. Richard Stinson has a proven track record of providing excellent construction management (CM) services to the District. Mr. Stinson has provided CM services for every construction project undertaken by the District since 2003, with the exception of the Site Improvement Project. For the Batiquitos Force Main Repair Project, Mr. Stinson submitted a proposal to provide CM services in an amount not to exceed \$50,000, an estimated 500 hours at \$100 per hour. Based on the estimated 110 calendar day period for construction and Mr. Stinson's experience and past performance, staff believes this fee is fair and reasonable.

The service to be provided by Mr. Stinson will be paid on a time and material basis. Therefore, Staff recommends that the Board award the contract for CM services for the Batiquitos Force Main Repair Project to Richard Stinson Construction Management.

FISCAL IMPACT:

There is sufficient appropriation in the Fiscal Year 2011 Budget to cover the construction management costs for the project.

rym:PJB

MEMORANDUM

DATE: October 7, 2010
TO: Engineering Committee
FROM: Paul J. Bushee, General Manager
SUBJECT: Landscape Maintenance Contract

RECOMMENDATION:

Staff requests that the Engineering Committee recommend that the Board of Directors:

1. Authorize the General Manager to execute a Landscape Maintenance Contract for the District's headquarters site with Tierra Verde Resources, Incorporated at a cost not to exceed \$26,280 over an initial three year contract period.
2. Discuss and take other actions as appropriate.

DISCUSSION:

Landscaping of the District's campus was completed as part of the District's Site Improvement Project. The installed landscape and associated irrigation system requires maintenance. The formal bid process was conducted to select a company to provide this necessary maintenance service over an initial three year period in the most cost effective manner. If services during the initial period are satisfactory, the contract can be extended for two additional one year periods.

The request for sealed bids was distributed to five landscape maintenance companies. Additionally, a Notice Inviting Bids was published in the San Diego Union-Tribune and North County Times. Sealed bids were due on September 22, 2010. Four bids were received in response to this solicitation with the following results:

| <u>Company</u> | <u>Monthly Cost</u> | <u>Cost for Initial Three Years</u> |
|------------------------------|---------------------|-------------------------------------|
| Tierra Verde Resources, Inc. | \$ 730.00 | \$ 26,280.00 |
| Doose Landscape Inc. | \$ 805.00 | \$ 28,980.00 |
| Heaviland Enterprises, Inc. | \$ 820.67 | \$ 29,544.00 |
| Brickman Group | \$ 870.00 | \$ 31,320.00 |

References provided by Tierra Verde Resources, Inc. (TVRI) were contacted. The references consisted of home owners associations which included 4S Ranch Master Association, Aviara Master Association and La Jolla Colony Master Association. All references indicated that the service provided by TVRI was outstanding, professional and responsive. Therefore, it is recommended that this contract be awarded to TVRI as the lowest responsive and responsible bidder.

FISCAL IMPACT:

The Fiscal Year 2011 Budget has sufficient funds allocated to cover the \$8,760 annual cost. Adequate funds to cover future annual costs will be budgeted for in subsequent fiscal years.

rym:PJB

MEMORANDUM

DATE: October 7, 2010
TO: Engineering Committee
FROM: Paul J. Bushee, General Manager 
SUBJECT: Tverdoch/Navazo/Blanton Reimbursement Agreement Issue

RECOMMENDATION:

Staff requests that the Engineering Committee recommend that the Board of Directors:

1. Discuss and take action as appropriate.

Discussion:

The purpose of this letter is to provide some background on an issue that has surfaced relating to the Tverdoch/Navazo/Blanton (Developer) Reimbursement Agreement. The Developer would like the term of the Reimbursement Agreement to be for a period of 20 years, whereas staff believes that the 10 year term prescribed in Standard Specifications and Procedures (Standard Spec) is in the best interests of the Leucadia Wastewater District (LWD). The Developer has requested that this item be brought to the Board of Directors for its consideration.

Background:

The Board of Directors adopted the updated Standard Spec in October 2009. The Standard Spec provides a number of guidelines and requirements for the proper construction of public sewer.

LWD's policy is that development pays for development. In other words, when a developer requests to connect to LWD's system, it pays for the construction cost to connect. Following construction, developers typically dedicate the pipeline to LWD rather than operate it as a private system. That is the situation here.

To allow for developers to potentially recoup some of its cost from future customers who directly benefit from that pipeline segment, the Standard Spec includes a provision that allows for developers to request that a Reimbursement Agreements be formed. Under the Reimbursement Agreement, LWD will collect the pro-rata funds from future users when they connect and subsequently reimburse the original developer for its expenses. The Standard Spec stipulates that Reimbursement Agreements shall be for a term of 10 years.

LWD has 3 existing reimbursement agreements in effect, which include: 1) sewer constructed East of Rancho Santa Fe by the Church of the Latter Day Saints (2004); 2) sewer constructed on Orpheus Street by City of Encinitas' Fire Station (2007); and 3) sewer on Orpheus Street by Barbara and Randy Boyer (2009). These Agreements are all in accordance with the Standard Spec and all have 10 year terms.

Current Issue:

In June 2008, the Developer commenced a project to construct a sewer line from Hymettus Avenue to an existing LWD sewer on Leucadia Blvd in order to provide sewer to properties owned by Tverdoch and two of his neighbors (Navazo & Blanton). The sewer line was

completed in December 2009 and dedicated to LWD. During that period, the Developer requested that a reimbursement agreement be established for the project.

For the past several months, staff and the Developer have been negotiating the details of the Reimbursement Agreement. Staff was initially under the impression that Tverdoch would be the Developer's sole beneficiary of the reimbursement fees but learned over time that Navazo and Blanton were also to be included in the agreement. The agreement was subsequently amended to include all 3 parties to the agreement at varying reimbursement percentages (e.g. Tverdoch = 23.29%; Navazzo = 32.50%; Blanton = 44.21%).

In late spring, the Developer indicated that it would like the term of the Reimbursement Agreement extended to 20 years. The Developer indicated that it was concerned that the 10 year timeframe was too short to recoup their cost for the project. Staff understands the Developer's concern and offered to amend the Reimbursement Agreement to include a 10 year base agreement with an extension for 5 additional years provided the developer request the extension during year 9. Staff's offer was unacceptable to the Developer and the Developer refused to sign the Reimbursement Agreement.

Staff's Position:

Staff's position on this issue is that the 10 year term prescribed in the Standard Spec is fair and that all of LWD's existing Reimbursement Agreements are for 10 year terms. As it stands, the Reimbursement Agreement is a courtesy extended to the Developer from LWD to collect fees on its behalf. Even at 10 years, LWD assumes considerable liability in the event a mistake is made and fees are not collected from future customers. LWD also assumes the administrative burden of contacting the Developer or its assignees in the event circumstances change.

Staff believes that a 20 year period only increases the probability that circumstances for both LWD and the Developer will change. This further increases the liability that LWD would assume. For example, LWD would be responsible for contacting potential heirs or assignees to the Reimbursement Agreement over 20 years. In this particular case, the issue is further complicated because 3 separate parties are involved with the Developer. Staff is also concerned that allowing for a 20 year agreement will establish a precedent so that future agreements would likely be of longer term and assume all the associated liability.

To summarize, staff believes that the existing 10 year term is fair and is in the best interest of LWD. Staff is amenable to extending the agreement for 5 years provided that the Developer makes the request at year 9 and correspondingly updates its contact information.

This issue is presented so that the Board of Directors has sufficient background on this issue to allow meaningful discussion. The Board does have the discretion to extend the Reimbursement Agreement. Counsel Brechtel will present an overview of this issue at the upcoming meeting.

ls:PJB