

**AGENDA**

**ENGINEERING COMMITTEE MEETING  
LEUCADIA WASTEWATER DISTRICT**  
Wednesday, February 5, 2014 – 1:30 p.m.  
1960 La Costa Avenue, Carlsbad, CA 92009

---

- 1. Call to Order**
- 2. Roll Call**
- 3. Public Comment**
- 4. New Business**
  - A. Receive and file the B2 Force Main Replacement Project Preliminary Design Report consisting of B2 Force Main Replacement Project Technical Memorandums No. 1 and No. 2 completed by Infrastructure Engineering Corporation. (Pages 2 – 8)
  - B. Authorize the General Manager to execute an Agreement with Wave Crest Oceanfront, LLC, owners of Hilton Carlsbad Oceanfront Resort & Spa, to contribute the sum of \$220,000 towards the realignment Batiquitos Force Mains B1, B2, and B3 into north bound Carlsbad Boulevard (Highway 101) as part of the Batiquitos (B2) Force Main Replacement Project. (Pages 9 - 15)
  - C. Authorize the General Manager to execute Amendment No. 1 to Task Order No. 18 with Infrastructure Engineering Corporation for environmental review services for the Batiquitos (B2) Force Main Replacement Project in an amount not to exceed \$35,434. (Pages 16 – 21)
- 5. Information Items**
  - A. Recycled Water Effluent Line Isolation Valve Installation – Verbal Report
  - B. La Costa Pump Station Rehabilitation Project – Verbal Report
  - C. Leucadia Pump Station Generator Replacement Project – Verbal Report
  - D. Gravity Line Rehabilitation Project – Verbal Report
  - E. L1 and B3 Corrosion Non-Destructive Testing – Verbal Report
- 6. Director's Comments**
- 7. General Manager's Comments**
- 8. Adjournment**

**MEMORANDUM**

**DATE:** January 30, 2014  
**TO:** Engineering Committee  
**FROM:** Paul J. Bushee, General Manager   
**SUBJECT:** B2 Force Main Replacement Project Preliminary Design Report

---

**RECOMMENDATION:**

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

1. Receive and file the B2 Force Main Replacement Project Preliminary Design Report consisting of B2 Force Main Replacement Project Technical Memorandums No. 1 and No. 2 completed by Infrastructure Engineering Corporation.
2. Authorize staff to proceed with Alternative 9 in the Hilton area, Realignment of B1, B2 and B3 into Highway 101, pending execution of the Funding Contribution Agreement with Wave Crest Oceanfront, LLC.
3. Discuss and take other action as appropriate.

**DISCUSSION:**

In July 2013, the Board of Directors authorized the execution of an agreement with Infrastructure Engineering Corporation (IEC) for design services for the Batiquitos (B2) Force Main Replacement Project. The initial phase of the design was to determine the force main alignment and replacement method. IEC was tasked to focus their evaluation in two areas along the current B2 alignment. These areas are the planned Ponto Beachfront Village (Ponto Village), due to anticipated conflict with future development, and the landscaped area in front of the Hilton Carlsbad Oceanfront Resort & Spa (Hilton) on Highway 101, due to anticipated business sensitivity with the project.

IEC evaluated five alternatives for Ponto Village and three alternatives for Hilton as follows:

**Ponto Village**

- Replacement in the existing alignment
- Realignment adjacent to Batiquitos (B3) Force Main
- Realignment to the southbound traffic lanes of Carlsbad Boulevard in a deep trench to eliminate the existing high point
- Realignment to the southbound traffic lanes of Carlsbad Boulevard with standard cover to bypass the bridge in the north bound lanes
- Proposed alignment per the City of Carlsbad Ponto Vision Plan

**Hilton**

- Replacement in the existing alignment
- Realignment to the northbound traffic lanes of Carlsbad Blvd.

- Install new cured-in-place pipe (CIPP) lining through existing 24" ductile iron sewer force main

IEC completed their evaluation and reported their recommendations to staff in in October 2013. As a result of their evaluation, IEC recommended approach was to replace B2 using the open trench method to replace the line within its existing alignment with new polyvinyl chloride (PVC) pipe as the preferred method. The summary tables for the evaluation of the Ponto Village alternatives, Attachment (A), and Hilton alternatives, Attachment (B) are included for review. This recommendation was based on the following key points:

- Replacing the force main in the existing alignment provides the best value to the District in balancing current and anticipated future conditions.
- Trenching along the existing alignment minimizes the risk of
  - the need for archeological monitoring,
  - encountering utility obstructions, and
  - encountering the old Highway 101 roadbed.
- The current alignment is expected to be considered exempt from California Environmental Quality Act (CEQA) permitting under a Class 1 Categorical Exemption for replacement in place of existing pipelines because it does not deviate from the existing alignment or impact known sensitive habitat.
- This alignment is expected to be considered exempt from Coastal Development Permit (CDP) requirements under the repair exclusion.

On October 15, 2013 District Staff, including IEC, met with the Hilton owner, Wave Crest, and his staff (Hilton Group) to inform them of the upcoming B2 project, discuss the intended method of construction and discuss potential concerns. At that meeting the Hilton Group voiced concerns about significant negative impacts to hotel operations and their customers from open trench construction. As a result, staff tasked IEC to evaluate additional force main replacement methods including pipe bursting, pilot-tube micro tunneling and horizontal directional drilling.

IEC completed the first draft of their evaluation of the additional Hilton alternatives in November 2013. On November 20, 2013 the Engineering Committee was presented with the various alternative replacement methods for B2. Representatives from Hilton Group and the City of Carlsbad attended the meeting. During the discussion Glen Van Peski, representing Carlsbad, stated that Carlsbad would be willing to waive the requirement for a CDP if B2 were realigned into the north bound lanes of Highway 101. This made the realignment of B2 a more viable alternative. The realignment would still require compliance with CEQA, most likely Board approval of a mitigated negative declaration. The Hilton Group also requested that the B1 and B3 Force Mains be realigned into Highway 101 at the same time to prevent future negative construction impacts to the hotel. Staff agreed to ask IEC to evaluate these additional alternatives.

IEC completed the second draft of Tech Memo No. 2, Additional Research on Hilton Area Alternatives, on December 5, 2013, including the additional alternatives requested by the Hilton Group. During a staff meeting on December 18<sup>th</sup> to review the second draft of the Tech Memo, District staff asked IEC to assess three additional scenarios, raising the number of alternatives to twelve. The results are presented in the attached Hilton Area Alternatives Summary Table, Attachment (C).

The report delineates the most viable alternatives for the District to replace B2 in the area of the Hilton Hotel. The report does not recommend a specific alternative for the District to move forward, but provides sufficient information for the District to make a policy decision in this area.

Based on the report and discussions with the Hilton representatives, staff recommends that the Board of Directors authorize staff to implement Alternative 9 - realign all three force mains (B1, B2, and B3) into the Highway 101 roadway, contingent upon Board approval of the Funding Contribution Agreement with Wave Crest Ocean Front, LLC.

Copies of the complete tech Memos are available upon request. Jamie Fagnant, IEC, will present the evaluation results to the Engineering Committee for discussion.

rym:PJB

Attachment

**ATTACHMENT (A)**

**PONTO DRIVE AREA ALTERNATIVES SUMMARY TABLE**

ALT.	COST <sup>6</sup>	DESCRIPTION	DRAWBACKS	FATAL FLAW(S)
1A	\$722,000	Replacement in the existing alignment	<ul style="list-style-type: none"> <li>• May conflict with future development.</li> </ul>	<ul style="list-style-type: none"> <li>• None.</li> </ul>
1B	\$753,000	Realignment adjacent to B3	<ul style="list-style-type: none"> <li>• May not remove the sewer force main from potential conflicts with future development.<sup>4</sup></li> <li>• Passes through a delineated wetland under the jurisdiction of the California Department of Fish and Game<sup>1</sup></li> <li>• Trenching in a new alignment may trigger requirements for archeological/paleontological and/or Native American monitoring during trenching operations.<sup>2</sup></li> <li>• Trenching in a new alignment increases the risk of encountering utility obstructions.</li> <li>• Deviation from the existing alignment may trigger additional permitting requirements.</li> </ul>	<ul style="list-style-type: none"> <li>• Additional time required for permitting is not acceptable due to the urgent nature of this project.</li> <li>• An environmental permit for this alignment may not be possible to obtain due to the impact to delineated wetlands and the availability of alternate alignments.</li> </ul>
1C	\$1,102,000	Realignment to the southbound traffic lanes of Carlsbad Blvd. in a deep trench to eliminate the existing high point	<ul style="list-style-type: none"> <li>• Future realignment of Carlsbad Boulevard may leave the force main outside of public right-of-way.<sup>5</sup></li> <li>• Passes through existing disturbed coastal sage scrub habitat.<sup>3</sup></li> <li>• Trenching in a new alignment may trigger requirements for archeological/paleontological and/or Native American monitoring during trenching operations.<sup>2</sup></li> <li>• Trenching in a new alignment increases the risk of encountering utility obstructions.</li> <li>• Deviation from the existing alignment may trigger additional permitting requirements.</li> <li>• The old coast highway concrete roadbed is expected to be encountered in this alignment.</li> <li>• Deep trench increases construction cost and makes needed future repairs difficult to perform.</li> <li>• Increased construction cost due to additional paving and traffic control requirements.</li> </ul>	<ul style="list-style-type: none"> <li>• Additional time required for permitting is not acceptable due to the urgent nature of this project.</li> <li>• Future realignment of Carlsbad Boulevard may leave the force main outside of public right-of-way.<sup>5</sup></li> </ul>
1D	\$903,000	Realignment to the southbound traffic lanes of Carlsbad Blvd. with standard cover	<ul style="list-style-type: none"> <li>• Future realignment of Carlsbad Boulevard may leave the force main outside of public right-of-way.<sup>5</sup></li> <li>• Passes through existing disturbed coastal sage scrub habitat.<sup>3</sup></li> <li>• Trenching in a new alignment may trigger requirements for archeological/paleontological and/or Native American monitoring during trenching operations.<sup>2</sup></li> <li>• Trenching in a new alignment increases the risk of encountering utility obstructions.</li> <li>• Deviation from the existing alignment may trigger additional permitting requirements.</li> <li>• The old coast highway concrete roadbed is expected to be encountered in this alignment.</li> <li>• Increased construction cost due to additional paving and traffic control requirements.</li> </ul>	<ul style="list-style-type: none"> <li>• Additional time required for permitting is not acceptable due to the urgent nature of this project.</li> <li>• Future realignment of Carlsbad Boulevard may leave the force main outside of public right-of-way.<sup>5</sup></li> </ul>
1E	N/A	Proposed alignment per the Ponto Vision Plan	<ul style="list-style-type: none"> <li>• See Fatal Flaw to the right. This alignment was not assessed further.</li> </ul>	<ul style="list-style-type: none"> <li>• Proposed alignment is in an embankment adjacent to the northbound traffic lanes. IEC does not recommend excavating into this embankment due to the risk of destabilizing the embankment and the adjacent northbound traffic lanes as well as the possibility for conflict with the northbound bridge footing. This alignment was not assessed further.</li> </ul>

<sup>1</sup> Per Chapter 1 of the Ponto Beachfront Village Vision Plan, section on Wetland Delineation. See also Figure 1, Ponto Drive Relocation, attached.

<sup>2</sup> Archeological and paleontological resources are noted as possible in the area per the Ponto Beachfront Village Vision Plan, Chapter 1, in the section titled Archeological.

<sup>3</sup> The median of Carlsbad Blvd. is indicated as containing disturbed coastal sage scrub per the Ponto Beachfront Village Vision Plan, Chapter 1. Extent of habitat is also noted on Figure 1, Ponto Drive Relocation, attached.

<sup>4</sup> Although this alignment was originally expected to remove the B2 sewer force main from potential conflicts with the proposed Ponto Beachfront Village development, a thorough review of the Ponto Beachfront Village Vision Plan indicates that the B3 force main is scheduled to be relocated as well.

<sup>5</sup> Per Carlsbad City Council Resolution 2007-303 adopted on December 4, 2007 Carlsbad intends to realign the southbound lanes of Carlsbad Boulevard adjacent to the northbound lanes and quitclaim the public right of way to the State of California to be used as additional campground or public space.

<sup>6</sup> Costs are rounded to the nearest thousand. See attached cost estimates for preliminary cost breakdowns. For comparison, all costs are evaluated from the intersection of Avenida Encinas and Carlsbad Blvd to the dogleg to the North on Ponto Drive.

## ATTACHMENT (B)

**HILTON AREA REALIGNMENT SUMMARY TABLE**

ALT.	COST <sup>1</sup>	DESCRIPTION	DRAWBACKS	FATAL FLAW(S)
2A	\$350,000	Replacement in the existing alignment	<ul style="list-style-type: none"> <li>• Would require removal and replacement of recently constructed Hilton hardscape.<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>• None.</li> </ul>
2B	\$678,000	Realignment to the northbound traffic lanes of Carlsbad Blvd.	<ul style="list-style-type: none"> <li>• Removal from current alignment may trigger additional permitting resulting in a time delay of up to 10 months to 1 ½ year.</li> <li>• The old coast highway concrete roadbed is expected to be encountered in this alignment.</li> <li>• Trenching in previously undisturbed soil would likely trigger requirements for archaeological/paleontological and/or Native American monitoring during trenching operations.</li> <li>• A deep trench is required to pass under B1 and B3 without introducing additional high points.</li> <li>• The old concrete roadbed is expected to be located in the northbound traffic lanes.</li> </ul>	<ul style="list-style-type: none"> <li>• Additional time required for permitting is not acceptable due to the urgent nature of this project.</li> </ul>
2C	\$497,000 <sup>4</sup>	Install new cured-in-place pipe (CIPP or CIPPL) lining through existing 24" ductile iron sewer force main	<ul style="list-style-type: none"> <li>• The design pressure and host pipe size limits the materials and contractor to a sole source.<sup>5</sup></li> <li>• In the event of third party damage<sup>7</sup> to the CIPPL line repairing the lined force main would require proprietary repair materials not readily available.<sup>8</sup></li> <li>• Use of the CIPPL would still require excavation on the Carlsbad Hilton property.<sup>6</sup></li> </ul>	<ul style="list-style-type: none"> <li>• None.</li> </ul>

<sup>1</sup> Costs are rounded to the nearest thousand. See attached cost estimates for preliminary cost breakdowns. For comparison, all costs are evaluated from the cul-de-sac of Ponto Drive to the intersection of Ponto Road and Carlsbad Boulevard.

<sup>2</sup> Estimated cost of replacement of hardscape is \$60,000. This cost is not included in the preliminary design cost shown in the above table.

<sup>3</sup> Archeological and paleontological resources are noted as possible in the area per the Ponto Beachfront Village Vision Plan, Chapter 1, in the section titled Archeological.

<sup>4</sup> IEC attempted to obtain a quote from Insituform for the approximately 1,000 linear feet under the new Carlsbad Hilton development. However, IEC was informed that their estimators were unavailable to provide an estimate for this work as they were tasked to projects currently out for bid. As such, IEC has utilized the quote provided for the 2010 Force Main Repair Project.

<sup>5</sup> The only known option is the Insitumain product manufactured by Insituform. This is a relatively new product on the market and is substantially more expensive than previous CIPP products designed for use in smaller diameter gravity sewer host pipes.

<sup>6</sup> The CIPP would be inverted over 400-600 foot lengths. To line through the Carlsbad Hilton site this would require three access pits: one on either side of the Hilton property and one in the middle of the new access road and landscaped area. Cost to replace hardscape damaged by the access pit in the Carlsbad Hilton site is not included in the preliminary design cost shown in the above table.

<sup>7</sup> Third party damage most commonly occurs during installation of other utilities (storm drain, fiber optic, telephone lines, etc.) either by trenchless or open trench methods.

<sup>8</sup> Repair of an Insitumain lined pipe would involve cutting the host pipe away from the liner and installing a carbon fiber wrap in the event of a small puncture, or for larger damage, cutting out a section of the host pipe and liner, cutting the host pipe away from the liner and installing an end seal on either side, installing a new spool piece with repair couplings. The repair couplings may have to be special ordered to match the outside diameter of the cured-in-place pipe liner.

**ATTACHMENT (C)**

**HILTON AREA ALTERNATIVES SUMMARY TABLE**

FIG.	COST <sup>1</sup>	COST/ LF	TOTAL PROJECT COST	DESCRIPTION	CEQA/CDP REQUIREMENTS	MAX DEPTH TO INVERT	EXCAVATION/ACCESS PITS	NOISE IMPACTS DURING CONSTRUCTION	ADDITIONAL INSTALLATION IMPACTS/ISSUES	APPROXIMATE CONSTRUCTION DURATION
1	\$456,000 <sup>2</sup>	\$403/ LF	\$4,085,000	Replacement in the existing alignment – B2 only	Expected to be considered exempt from CEQA and CDP	18'	Open trench along entire alignment, approximately 4' wide by 800 feet long through Hilton frontage.	Large excavators required for trenching operations, approximately 12 working days.	Impact to surface improvements through trenching area.	12 working days
2	\$512,000	\$423/ LF	\$4,141,000	Cured-in-place Pipe Lining – B2 only	Expected to be considered exempt from CEQA and CDP	18'	Three (3) 10' by 10' access pits. One on either end of the Hilton frontage and one in the center.	Large excavators required for installing and demobilizing access pits, approximately 12 working days. Typical noise level of air compressors during CIPP installation, 2 days.	Odors from cured-in-place pipe lining curing process likely during two working days of curing time.	14 working days
3	\$605,000	\$536/ LF	\$4,235,000	Pipe Bursting – B2 only	Expected to be considered exempt from CEQA and CDP	18'	One 10' by 40' access pit in center of Hilton frontage. Two 10' by 10' access pits with 80' long tailing excavation on either end.	Large excavators required for installing and demobilizing access pits, approximately 12 working days. Typical noise level of diesel generator during pipe bursting operations, 4 days.	Surface improvements may need repair due to surface heave. Especially in shallower areas from Station 47+00 to 49+50. Ponto Rd. would be closed to facilitate tailing excavation for pullback installation of fusible PVC. Impact to surface improvements in excavation areas. Additional excavation at storm drain crossing required. Damage to surface hardscape due to the ingress of construction equipment is likely. <b>Pipe bursting is not recommended due to insufficient control over line and grade.</b>	16 working days
4	\$1,112,000	\$984/ LF	\$4,742,000	Pilot Tube – Microtunneling – B2 only	Construction through undisturbed soil may trigger IS/MND and CDP requirements – permit obtainment may take 8 to 15 months.	26'	One 10' by 20' access pit in center of Hilton frontage. Two 10' by 10' access pits with 80' long tailing excavation on either end.	Large excavators required for installing and demobilizing access pits, approximately 12 working days. Typical noise level of diesel generator during microtunneling operations, 2 weeks.	Surface slump possible in shallower areas (station 47+00 to 49+50). Ponto Rd. would be closed to facilitate tailing excavation for installation of fusible PVC. Impact to surface improvements in excavation areas. Damage to surface hardscape due to the ingress of construction equipment is likely.	22 working days
5	\$546,000	\$483/ LF	\$4,175,000	Horizontal Directional Drilling (HDD) – B2 only	Construction through undisturbed soil may trigger IS/MND and CDP requirements – permit obtainment may take 8 to 15 months.	29'	One 10' wide by 20' long access pit in Ponto Rd. for exit point of HDD with tapered 90' long tailing excavation. At least three one foot diameter relief pits in the shallow areas, station 47+00 to 49+50.	Large excavators required for installing and demobilizing access pits, approximately 12 working days. Typical noise level of diesel generator during HDD operations, 2 weeks.	Frac-outs (inadvertent return of drilling mud to surface) likely, especially in shallower areas from Station 47+00 to 49+50. Ponto Rd. would be closed to facilitate tailing excavation for pullback installation of fusible PVC. Damage to surface hardscape due to the ingress of construction equipment is likely. <b>HDD is not recommended due to insufficient control over line and grade.</b>	22 working days
6	\$767,000	\$678/ LF	\$4,396,000	Realignment – B2 only	Construction through undisturbed soil may trigger IS/MND and CDP requirements – permit obtainment may take 8 to 15 months.	18'	Open trench along entire alignment, approximately 4' wide through the eastern traffic lane of northbound Carlsbad Blvd.	Large excavators required for trenching operations, approximately 22 working days.	Extended construction duration due to phased traffic control on Carlsbad Blvd. Closure of eastern northbound traffic lane.	22 working days

FIG.	COST <sup>1</sup>	COST/ LF	TOTAL PROJECT COST	DESCRIPTION	CEQA/CDP REQUIREMENTS	MAX DEPTH TO INVERT	EXCAVATION/ACCESS PITS	NOISE IMPACTS DURING CONSTRUCTION	ADDITIONAL INSTALLATION IMPACTS/ISSUES	APPROXIMATE CONSTRUCTION DURATION
7	\$1,124,000 <sup>2</sup>	\$994 /LF	\$4,753,000	Replacement in the existing alignment – B1, B2 and B3	Expected to be considered exempt from CEQA and CDP	18'	Open trench along entire alignment, approximately 4' wide for B2 and B3, and 3' wide for B1 by 800 feet long for each through Hilton frontage.	Large excavators required for trenching operations, approximately 36 working days.	Impact to surface improvements through trenching area.	36 working days
8	\$1,210,000	\$1,070 /LF	\$4,839,000	Cured-in-place Pipe Lining – B1, B2 and B3	Expected to be considered exempt from CEQA and CDP	18'	Three (3) 10' by 10' access pits. One on either end of the Hilton frontage and one in the center.	Large excavators required for installing and demobilizing access pits, approximately 30 working days. Typical noise level of air compressors during CIPP installation, 6 days.	Odors from cured-in-place pipe lining curing process likely during six working days of curing time.	36 working days
9	\$1,564,000	\$1,384 /LF	\$5,194,000	Realignment – B1, B2 and B3	Construction through undisturbed soil may trigger IS/MND and CDP requirements – permit obtainment may take 8 to 15 months.	14'	Open trench along entire alignment, approximately 4' wide through the eastern traffic lane of northbound Carlsbad Blvd for B3 and 7' wide through the eastern traffic lane of northbound Carlsbad Blvd for B1 and B2	Large excavators required for trenching operations, approximately 55 working days.	Extended construction duration due to phased traffic control on Carlsbad Blvd. Closure of eastern northern traffic lane for B1 and B2 and western northbound traffic lane for B3.	55 working days
10	\$752,000 <sup>2</sup>	\$655 /LF	\$4,381,000	Replacement in the existing alignment – B1 and B2	Expected to be considered exempt from CEQA and CDP	18'	Open trench along entire alignment, approximately 4' wide for B2 and 3' wide for B1 by 800 feet long for each through Hilton frontage.	Large excavators required for trenching operations, approximately 24 working days.	Impact to surface improvements through trenching area.	24 working days
11	\$816,000	\$722 /LF	\$4,445,000	Cured-in-place Pipe Lining – B1 and B2	Expected to be considered exempt from CEQA and CDP	18'	Three (3) 10' by 10' access pits. One on either end of the Hilton frontage and one in the center.	Large excavators required for installing and demobilizing access pits, approximately 20 working days. Typical noise level of air compressors during CIPP installation, 4 days.	Odors from cured-in-place pipe lining curing process likely during four working days of curing time.	24 working days
12	\$1,042,000	\$922 /LF	\$4,672,000	Realignment – B1 and B2	Construction through undisturbed soil may trigger IS/MND and CDP requirements – permit obtainment may take 8 to 15 months.	18'	Open trench along entire alignment, approximately 7' wide through the eastern traffic lane of northbound Carlsbad Blvd for B1 and B2 in a common trench.	Large excavators required for trenching operations, approximately 38 working days.	Extended construction duration due to phased traffic control on Carlsbad Blvd. Closure of eastern northern traffic lane for B1 and B2.	38 working days

<sup>1</sup> Costs are rounded to the nearest thousand. See attached cost estimates for preliminary cost breakdowns. For comparison, all costs for B2 are evaluated from station 38+90 to 50+20 (the same length as the longest alternative, 5 – Horizontal Directional Drilling) and costs for B1 and B3 are evaluated for only those lengths actually replaced under each alternative.

<sup>2</sup> Estimated cost of replacement of hardscape is not included in the preliminary design cost shown in the above table. Estimated cost of replacement of hardscape following an open cut replacement of B2 only is \$60,000.



**MEMORANDUM**

**Date:** January 30, 2014  
**To:** Engineering Committee  
**From:** Paul J. Bushee, General Manager   
**Subject:** **Agreement With Wave Crest Oceanfront, LLC Pertaining to the Batiquitos (B2) Force Main Replacement Project**

---

**RECOMMENDATION:**

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

1. Authorize the General Manager to execute an Agreement with Wave Crest Oceanfront, LLC, owners of Hilton Carlsbad Oceanfront Resort & Spa, to contribute the sum of \$220,000 towards the realignment Batiquitos Force Mains B1, B2, and B3 into north bound Carlsbad Boulevard (Highway 101) as part of the Batiquitos (B2) Force Main Replacement Project.
2. Discuss and take other action as appropriate.

**BACKGROUND:**

The Board of Directors authorized an agreement with Infrastructure Engineering Corporation (IEC) to begin design work for the replacement of Batiquitos Forcemain 2 (B2) in July 2013. The first component of the work was to complete the preliminary design to determine the optimal alignment for the B2 replacement. As part of the preliminary design work, IEC evaluated options where B2 crosses into the Ponto Vision Plan and Hilton Carlsbad Hotel & Resort areas. Please note that LWD also owns two other forcemains that are parallel to B2 in these areas and they are known as Batiquitos Forcemain 3 (B3) and Batiquitos Forcemain 1 (B1), also referred to as the Recycled Water Line and the Failsafe Line.

Staff met with representatives of the Hilton Hotel in October to discuss the progress of the pre-design and to open a dialogue regarding potential concerns. The Hilton representatives expressed concerns that the project would have significant negative impacts to their hotel operations. Staff briefed the Engineering Committee at its November meeting and Hilton representatives were on-held and again expressed their concerns with the project. Based on the discussion, the Engineering Committee directed staff to continue to work with the Hilton to determine if an equitable resolution could be found that meets both the needs of LWD and the Hilton.

**DISCUSSION:**

Staff subsequently met with the Hilton representatives several times since November. As a result of these discussions, staff has worked with the Hilton to develop an agreement and approach to the project that meets the long term needs of LWD and minimizes the impact of the project on the Hilton. The proposed agreement has been attached for your review.

Under the terms of the agreement, key provisions are as follows:

- LWD would realign not only B2, but also B1 and B3 in the approximate 800 linear foot frontage area of the Hilton to the northbound lanes of Highway 101.
- Hilton would contribute the sum of \$220,000 to help offset the additional cost of the realignment in that area.
- LWD would ensure that the construction in the Hilton area would occur between October 1<sup>st</sup> and April 1<sup>st</sup> to coincide with the Hilton's offseason.

Please note the LWD still plans to replace the entire length of B2 under this project, but only those sections of B1 and B3 in the realignment area would be replaced. Although B1 and B3 were not scheduled to be replaced at this time, there are long term benefits to replacing these pipeline sections, as both pipes are aging and would likely be replaced in the next 10 to 12 years. Other LWD benefits of this approach include: 1) the ease of maintenance in a roadway as opposed to an area with ornamental landscape and hardscape; and 2) the reduced liability associated with a future forcemain problem that could cause substantial and costly damage to a private entity.

There is certainly additional cost to LWD relative to replacing all three forcemains in the Hilton area as opposed to replacing only B2. The contribution of \$220,000 of private funding represents a high level of commitment on the Hilton's part and also covers a significant portion of the additional cost to realign the forcemains in the Hilton area. This figure was derived based on the cost differential between LWD replacing all the forcemains in their existing alignment at the Hilton and realigning the pipelines into Highway 101.

The agreement represents not only a cooperative public-private partnership between LWD and the Hilton, but also with the City of Carlsbad. Carlsbad staff has been involved with the project planning and has agreed to provide an exemption for a Coastal Development Permit for the project. This represents a reduction of time and cost for the project and was a critical component for LWD staff to consider the realignment option. As such, LWD would still need to develop a mitigated negative declaration for the project, which will add time and cost.

From an overall perspective, staff believes the long term operational and infrastructure benefits associated with this agreement outweigh the additional cost of replacing section of B1 and B3 ahead of schedule. Based on this and the aforementioned positive public-private interaction between the parties, staff recommends that the Board of Directors execute this agreement with Wavecrest Oceanfront, LLC.

rym:PJB

Attachments

## FUNDING CONTRIBUTION AGREEMENT

This Funding Contribution Agreement (“Agreement”) is entered into by and between the Leucadia Wastewater District, a County Water District, organized and existing under Division 12 of the California Water Code (“District”) and Wave Crest Ocean Front, LLC (“Wave Crest”).

### RECITALS

- A. District owns and maintains sewer service facilities that include three Sewer Force Mains commonly referred to as B1, B2 and B3 (collectively “Force Mains”).
- B. The Force Mains are located in the Carlsbad Boulevard public right-of-way, including a section that is adjacent to the Hilton Carlsbad Oceanfront Hotel (“Hilton”), which is owned by Wave Crest.
- C. As part of the recent Hilton development, sidewalk and landscaping improvements were installed in the right-of-way above the current location of the Force Mains.
- D. In 2012, the District determined that the B2 Force Main is in critical need of replacement and proceeded with development of plans for its replacement.
- E. Initial plans developed by the District provided for replacement of the B2 Force Main in its current location using open trench construction techniques.
- F. Wave Crest raised concerns regarding the impact of an in place Force Main Replacement Project on Hilton operations including, among other things, the temporary loss of public improvements in the right-of-way and significant disruption to hotel operations.
- G. In response to concerns raised by Wave Crest, the District considered options that would avoid the impacts identified by Hilton and has determined that the most effective means of avoiding such impacts would be to relocate the B2 Force Main that is adjacent to the Hilton to the west beyond the right-of-way improvements installed by Hilton and below the eastern traffic lane of northbound Carlsbad Village Boulevard. It was also determined that it would be most efficient if all Force Mains adjacent to the Hilton were relocated as part of a single project as shown on Figure 9 from the Technical Memorandum prepared by Infrastructure Engineering Corporation attached hereto and incorporated herein as Exhibit A (“Realignment Option”).
- H. The Realignment Option would provide a benefit to the District by relocating the Force Mains into an open street that will allow for easier maintenance and less conflicts in the future. However, the estimated additional cost of the Realignment Option exceeds the public benefits associated with the option because it would be substantially more expensive than the cost of replacing the Force Mains in place.

I. To facilitate implementation of the Realignment Option, Wave Crest has agreed to contribute a fair share amount to the overall cost of the Force Main Replacement Project pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Wave Crest agrees to contribute the sum of Two Hundred Twenty Thousand Dollars (\$220,000.00) towards the total cost of the Force Main Replacement Project ("Funding Contribution"), subject to the following terms and conditions:

a. The Force Main Replacement Project shall include relocation of all Force Mains in accordance with the Realignment Option.

b. The Funding Contribution shall be paid to the District within fourteen (14) business days of the public meeting at which the District Board of Directors certifies any required environmental review and authorizes the General Manager to proceed forward with bids for a Force Main Replacement Project that includes the Realignment Option.

c. Subject to receipt of the Funding Contribution, the District shall proceed with the Force Main Replacement Project in a manner that includes the Realignment Option and substantially complies with the Force Mains locations shown on Exhibit A.

d. The District shall use its best efforts to ensure work on the Force Main Replacement Project within the right-of-way adjacent to Hilton shall occur between September 15, 2014 and April 1, 2015 unless an actual or imminent Force Main failure requires work to be done outside of the designated work period. Further, if the District determines that it will not be able to issue a contract and notice to proceed that will allow construction on the Force Main Replacement Project to commence no later than November 30, 2014, the Force Main Replacement Project shall be postponed and scheduled for the next September/April time period, unless an actual or imminent Force Main failure requires the work to be done sooner.

e. The District shall be fully responsible for implementation of the Force Main Replacement Project and all permitting and regulatory requirements. Wave Crest's responsibility is limited to providing the Funding Contribution herein and it otherwise has no responsibility for the Force Main Replacement Project.

2. The parties agree that the Funding Contribution is adequate compensation that covers the private benefit of incorporating the Realignment Option into the Force Main Replacement Project and that Wave Crest shall have no further liability or responsibility for the Force Main Replacement Project, regardless of its actual cost. Likewise, Wave Crest shall not be entitled to any refund if the actual cost of the Force Main Replacement Project is less than anticipated.

3. Should Wave Crest fail to make the Funding Contribution as provided herein, the District may proceed forward with the Force Main Replacement Project without inclusion of the Realignment Option.

4. Should Wave Crest make the Funding Contribution, and thereafter, the District does not proceed with the Force Main Replacement Project or proceeds without inclusion of the Realignment Option, Wave Crest shall be entitled to a full refund of the Funding Contribution.

5. This Agreement contains the entire agreement and understanding concerning the matters described herein. Each of the parties hereto acknowledge that no other party, nor the agents or attorneys for any party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation or warranty not contained herein.

6. This Agreement may not be amended except in writing signed by all of the parties hereto.

7. The parties hereto acknowledge that they have jointly negotiated the terms to this Agreement with assistance of legal counsel and are executing this Agreement with the consent, and upon the advice, of their own counsel.

8. Each individual signing this Agreement represents and warrants that he or she has been authorized to do so by the proper action of the party on whose behalf he or she has signed.

9. This Agreement shall not be construed as a commitment by the District to proceed forward with the Force Main Replacement Project. A final commitment to proceed forward with the Project can only be made after completion of appropriate environmental review, and as such, this Agreement is contingent upon completion of the environmental review process and formal approval of the Force Main Replacement Project with the Realignment Option by the District Board of Directors.

DATED: \_\_\_\_\_, 2014

LEUCADIA WASTEWATER DISTRICT

By \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

DATED: \_\_\_\_\_, 2014  
RESORTS

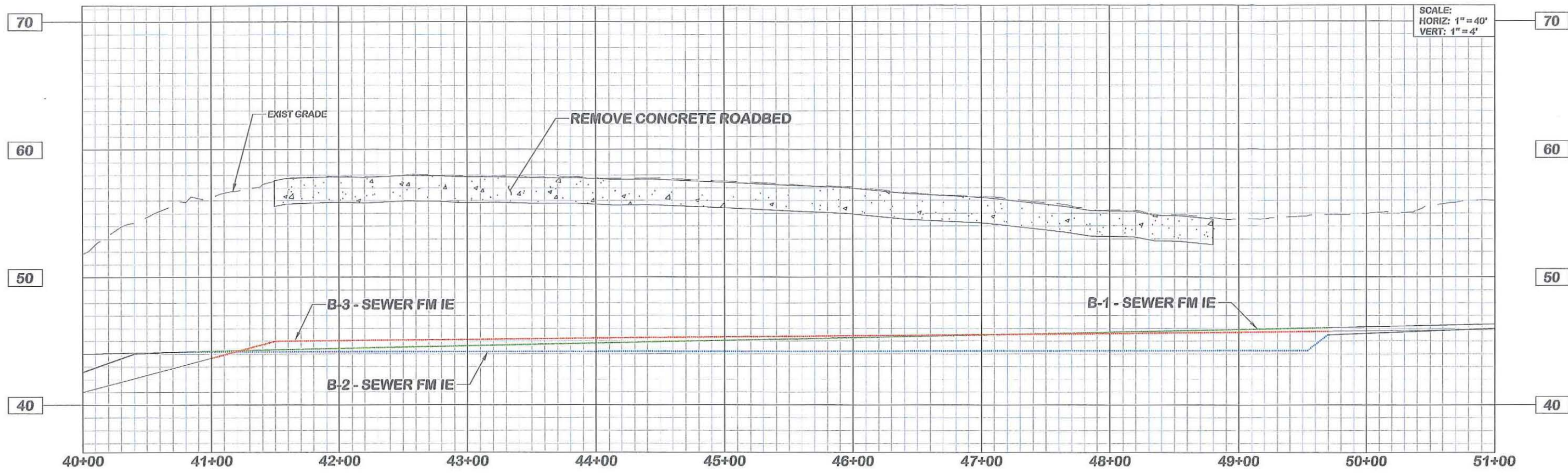
WAVE CREST OCEAN FRONT, LLC

By \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

**EXHIBIT A**

**HIGHWAY 101 REALIGNMENT OF B1, B2 & B3**





SCALE:  
HORIZ: 1" = 40'  
VERT: 1" = 4'

**B-3 - NEW 24" PVC SEWER FORCEMAIN (TOTAL RELOCATION LENGTH FROM EXIST ALIGNMENT 41+00 TO 49+70 = 895')**

**B-1 - NEW 14" PVC SEWER FORCEMAIN (TOTAL RELOCATION LENGTH FROM EXIST ALIGNMENT 40+84 TO 49+70 = 928')**

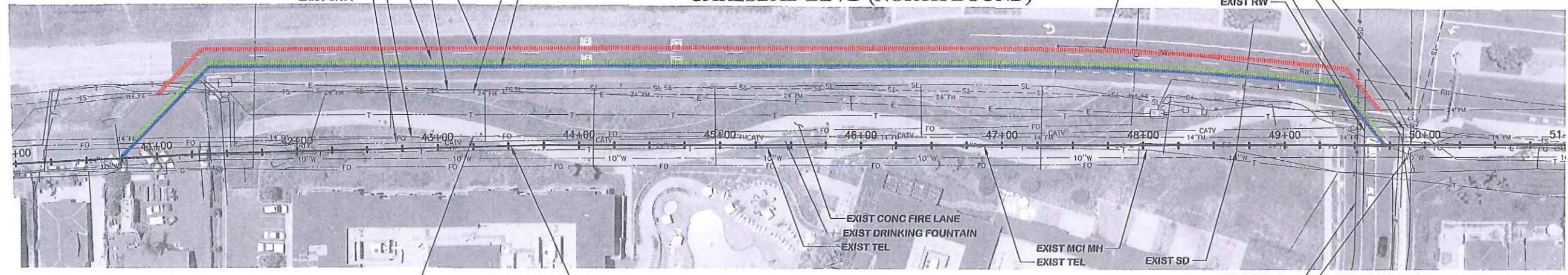
**B-3 - ABANDON EXIST 24" DIP IN PLACE. FILL WITH CEMENT SLURRY**

**B-2 - NEW 24" PVC SEWER FORCEMAIN (TOTAL RELOCATION LENGTH FROM EXIST ALIGNMENT 40+74 TO 49+71 = 946')**

**COORDINATE WITH CARLSBAD MWD TO RELOCATE OR ABANDON RECYCLED WATER**

SCALE: 1" = 40'  
0 20' 40'

**CARLSBAD BLVD (NORTH BOUND)**



**B-1 - ABANDON EXIST 14" DIP IN PLACE. FILL WITH CEMENT SLURRY**

**B-2 - ABANDON EXIST 24" DIP IN PLACE. FILL WITH CEMENT SLURRY**

**Infrastructure**  
CORPORATION

14271 Danielson Street  
Poway, California 92064  
T 858.413.2400 F 858.413.2440  
www.iecorporation.com

Leucadia Wastewater District  
B2 Sewer Force Main Replacement Project

**EXHIBIT A ("Realignment Option")**

**REALIGNMENT: B1, B2, B3**

FIGURE

9



MEMORANDUM

Ref: 14-3962

DATE: January 30, 2014  
TO: Engineering Committee  
FROM: Paul J. Bushee, General Manager   
SUBJECT: **Batiquitos (B2) Force Main Replacement Project Environmental Review Services**

---

**RECOMMENDATION:**

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

1. Authorize the General Manager to execute Amendment No. 1 to Task Order No. 18 with Infrastructure Engineering Corporation for environmental review services for the Batiquitos (B2) Force Main Replacement Project in an amount not to exceed \$35,434.
2. Discuss and take other action as appropriate.

**DISCUSSION:**

Infrastructure Engineering Corporation is currently under contract to provide engineering design services for the Batiquitos (B2) Force Main Replacement Project. As a result of IEC's Preliminary Design Report and an agreement with Wave Crest Ocean Front, LLC (Wave Crest), staff recommended that three District force mains (B1, B2, and B3) be realigned into the north bound lanes of Highway 101 in front of the Hilton Carlsbad Resort & Spa (Hilton) as part of the B2 Replacement Project.

To construct this realignment, the three force mains will be placed in previously undisturbed soil under Highway 101. As a result, the project will have to satisfy California Environmental Quality Act (CEQA) standards. Meeting these standards will require an environmental impact assessment of the site and will result in a Mitigated Negative Declaration (MND).

IEC was asked to submit a proposal, attached, to provide environmental review services for the project. The Scope of work includes:

Task 1 – CEQA Start-up

- kickoff meeting
- finalize CEQA approach

Task 2 – Administrative Draft Impact Statement (IS)/MND

- prepare draft IS and proposed MND
- meet with District staff, receive comments, identify revisions

Task 3 – Screencheck and Public Review IS/MND

- revise draft IS/MND and deliver screencheck IS
- reproduce public/agency review IS, submit document to State Clearinghouse, and assist in noticing and distribution



- attend public meeting for IS review

Task 4 – Consideration of Comments

- prepare comments and responses memorandum from public/agency review
- provide memorandum for District review
- revise memorandum and provide final document for District records

Task 5 – MMRP, Final MND, NOD and Filing

- prepare and deliver draft Mitigation Monitoring and Reporting Plan (MMRP)
- revise MMRP after District reviews and provide final version of MMRP
- prepare final MND
- prepare draft Notice of Determination (NOD), revise NOD after District review
- assist with MND adoption
- assist with NOD filing

Staff has evaluated the proposal and determined that it is fair and reasonable. Therefore, it is recommended that Amendment No. 1 to Task Order No. 18 be executed with IEC for environmental review services for the Batiquitos (B2) Force Main Replacement Project.

**FISCAL IMPACT:**

There is sufficient appropriation in the Fiscal Year 2014 Budget to cover the costs of environmental review services for the project.

rym:PJB

Attachment



January 30, 2014

Mr. Robin Morishita  
Technical Services Manager  
Leucadia Wastewater District  
1960 La Costa Avenue  
Carlsbad, CA 92009

**Reference: B2 Force Main Replacement – Preparation and Circulation of IS/MND  
(Amendment 1, Task Order 18)**

Dear Mr. Morishita:

IEC is very happy to respond to your request for assistance with CEQA review for the proposed replacement of your B2 force main. The services requested under this amendment supplement, and do not overlap with, services authorized under the original subject task order.

**SCOPE OF SERVICES**

Our proposed scope of work comprises the following tasks.

- Task 1: CEQA Start-Up
- Task 2: Administrative Draft IS/MND
- Task 3: Screencheck and Public Review IS/MND
- Task 4: Consideration of Comments
- Task 5: MMRP, Final MND, NOD, and Filing

In preparing this scope and fee, we have assumed that it will be possible to avoid the need for regulatory permitting based on siting and design; this scope therefore focuses on the completion of CEQA reviews only. In the event that permitting is identified as necessary, we will be happy to prepare a separate scope and fee targeted to the identified need.

The matrix below itemizes activities, deliverables, and assumptions specific to each task.

Activities	Deliverables
<b><u>Task 1: CEQA Start-Up</u></b>	
<ul style="list-style-type: none"> <li>• Conduct project kick-off meeting with District staff to transfer information and finalize CEQA approach</li> </ul>	<ul style="list-style-type: none"> <li>• None identified</li> </ul>
<b><u>Task 2: Administrative Draft IS/MND</u></b>	
<ul style="list-style-type: none"> <li>• Prepare administrative draft IS and proposed MND consistent with requirements of CEQA, the state <i>CEQA Guidelines</i> and District protocols</li> <li>• Deliver draft IS/MND in hard copy and Word format for</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Draft IS/MND (PDF format; Word files on request)</li> </ul>

Activities	Deliverables
<p>easy review; we assume District will provide a single collated comment set with any internal discrepancies resolved, to provide clear guidance for revisions</p> <ul style="list-style-type: none"> <li>Meet with District staff to discuss the draft, receive feedback, and identify any revisions needed to develop the screencheck IS (second administrative draft can be provided under separate authorization if desired)</li> </ul>	
<b>Task 3: Screencheck and Public Review IS/MND</b>	
<ul style="list-style-type: none"> <li>Based on review comments received in Subtask 3.3, revise administrative draft IS/MND and deliver screencheck IS allowing District reviewers to verify that all changes have been incorporated appropriately. We suggest delivering the screencheck IS/MND in PDF format to reduce costs</li> <li>Following District approval of the screencheck IS/MND, reproduce public/agency review IS, submit to State Clearinghouse if desired, and assist with noticing and distribution</li> <li>Attend one public meeting during IS review period; present IS findings and assist District staff in responding to questions. Provide meeting notes documenting public comments (informal transcript and/or flipchart format recommended; we can augment our cost slightly to provide court reporter services if a formal transcript is desired)</li> </ul>	<ul style="list-style-type: none"> <li>Screencheck public review IS/MND (PDF format);</li> <li>Public review IS/ND (up to 30 bound hard copies); draft and revised Notice of Completion for submittal to State Clearinghouse</li> <li>Public meeting PowerPoint presentation</li> <li>Meeting notes (PDF or Word format)</li> </ul>
<b>Task 4: Consideration of Comments</b>	
<ul style="list-style-type: none"> <li>Following close of IS review period, meet with District staff to discuss comments received and develop response approaches</li> <li>Prepare concise <i>Comments and Responses</i> memorandum that itemizes the comments received and provides a brief but thorough consideration or response for each comment; based on the project's nature and location, we have provided for a moderate level of comment and have assumed that no new analysis will be needed</li> <li>Deliver draft <i>Comments and Responses</i> memorandum for District review</li> <li>Revise <i>Comments and Responses</i> memorandum based on up to two rounds of District review comments and provide a final version for District administrative record files</li> </ul>	<ul style="list-style-type: none"> <li>Draft <i>Comments and Responses</i> memorandum (Word format)</li> <li>Revised Draft <i>Comments and Responses</i> memorandum (Word format)</li> <li>Final <i>Comments and Responses</i> memorandum (PDF format; up to 10 hard copies if requested)</li> </ul>
<b>Task 5: MMRP, Final MND, NOD, and Filing</b>	
<ul style="list-style-type: none"> <li>Prepare and deliver draft Mitigation Monitoring and Reporting Plan (MMRP) for District review</li> <li>Revise MMRP based on up to two rounds of District review comments and provide a final version for District files and use</li> </ul>	<ul style="list-style-type: none"> <li>Draft MMRP (Word format)</li> <li>Revised Draft MMRP (Word format)</li> <li>Final MMRP (PDF format)</li> </ul>

Activities	Deliverables
<ul style="list-style-type: none"><li>MMRP is assumed to be provided in matrix format with action, responsible party(ies), implementation timing, and follow-up actions and responsibilities clearly identified</li><li>Prepare the final MND form incorporating any revisions based on District input</li><li>Prepare draft Notice of Determination (NOD), revise once based on District review</li><li>Assist with MND adoption; if requested, attend District Council meeting to present IS findings, discuss public and agency comments and District responses, and assist staff in responding to questions related to project CEQA compliance</li><li>Assist with NOD filing if requested</li></ul>	<ul style="list-style-type: none"><li>Final MND form (PDF format)</li><li>Draft and revised NOD (PDF format; hard copies of final NOD if requested)</li></ul>

**FEE ESTIMATE**

The attached spreadsheet presents a breakdown of our anticipated costs by task.

Our anticipated not-to-exceed cost is **\$35,434**, with work to be completed on a time and materials basis per our standard schedule of charges. This requested amendment would bring the total of our contract to **\$139,919**. Please note that our costs for specialist cultural and biological resources subcontractors are estimates for planning purposes; we will refine these costs in coming days and will reduce them if possible.

**IN CONCLUSION**

The District is a valued client, and we appreciate the opportunity to assist you with your environmental review needs. Please do not hesitate to call or email with any questions on our scope or cost – we look forward to working with you to move this project ahead, and we are always happy to fine-tune our approach to better serve our clients.

Best regards,



Anna Busing, PhD, PG  
Principal, Environmental Services

Task	Labor			Direct Costs			
	Staff	Hours	Rate	Extended Cost	Item	Cost	Task Subtotal
CEQA Start-Up	Buising	4	\$185	\$740			
	Env Staff	4	\$105	\$420			
		<i>Labor Subtotal:</i>		<i>\$1,160</i>			
					None identified	\$0	
					5% mark-up N/A	\$0	
					<i>ODC Subtotal:</i>	<i>\$0</i>	
					<b>Subtotal:</b>		<b>\$1,160</b>
Administrative Draft IS/MND	Buising	24	\$185	\$4,440			
	Env Staff	55	\$105	\$5,775			
		<i>Labor Subtotal:</i>		<i>\$10,215</i>			
					Subs - bio and cultural resources	\$8,000	
					5% mark-up	\$400	
					<i>ODC Subtotal:</i>	<i>\$8,400</i>	
					<b>Subtotal:</b>		<b>\$18,615</b>
Screencheck and Public Review IS/MND	Buising	12	\$185	\$2,220			
	Env Staff	40	\$105	\$4,200			
		<i>Labor Subtotal:</i>		<i>\$6,420</i>			
					Reproduction (30 x \$20)	\$600	
					Postage/shipping	\$250	
					5% mark-up	\$43	
					<i>ODC Subtotal:</i>	<i>\$893</i>	
					<b>Subtotal:</b>		<b>\$7,313</b>
Consideration of Comments	Buising	12	\$185	\$2,220			
	Env Staff	24	\$105	\$2,520			
		<i>Labor Subtotal:</i>		<i>\$4,740</i>			
					None identified	\$0	
					5% mark-up N/A	\$0	
					<i>ODC Subtotal:</i>	<i>\$0</i>	
					<b>Subtotal:</b>		<b>\$4,740</b>
MMRP, Final MND, NOD, and Filing	Buising	8	\$185	\$1,480			
	Env Staff	20	\$105	\$2,100			
		<i>Labor Subtotal:</i>		<i>\$3,580</i>			
					Postage	\$25	
					5% mark-up	\$1	
					<i>ODC Subtotal:</i>	<i>\$26</i>	
					<b>Subtotal:</b>		<b>\$3,606</b>
					<b>IS/MND Subtotal:</b>		<b>\$35,434</b>