



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

TEL: (831) 384-6131 FAX: (831) 883-5995

DIRECTORS

THOMAS P. MOORE
President

JAN SHRINER
Vice President

HERBERT CORTEZ
PETER LE
MATT ZEPPERMAN

Agenda

Special Board Meeting, Board of Directors Marina Coast Water District

District Office, 11 Reservation Road, Marina, California

Tuesday, July 30, 2019, 6:30 p.m. PST

(Please note the change of meeting location)

This meeting has been noticed according to the Brown Act rules. The Board of Directors meet regularly on the third Monday of each month with workshops scheduled for the first Monday of some months. The meetings normally begin at 6:30 p.m. and are held at the City of Marina Council Chambers at 211 Hillcrest Avenue, Marina, California.

Our Mission: *We provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Oral Communications *Anyone wishing to address the Board on matters not appearing on the Agenda may do so at this time. Please limit your comment to four minutes. The public may comment on any other items listed on the agenda at the time they are considered by the Board.*

5. Staff Report

[A. Receive Information about Pacific Gas and Electric's Revamped Public Safety Power Shutdown Program](#)

6. Action Items *The Board will review and discuss agenda items and take action or direct staff to return to the Board for action at a following meeting. The public may address the Board on these items as each item is reviewed by the Board. Please limit your comment to four minutes.*

This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the City of Marina Council Chambers. The agenda shall also be posted at the following locations but those locations are not official agenda posting locations for purposes of section 54954.2(a)(1): District offices at 11 Reservation Road, Seaside City Hall, the City of Marina Library, and the City of Seaside Library. A complete Board packet containing all enclosures and staff materials will be available for public review on Wednesday, July 24, 2019. Copies will also be available at the Board meeting. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5910.

- A. [Consider Adoption of Resolution No. 2019-52 to Ratify and Continue the Emergency Contract to TJC and Associates, Inc. for the Design of Generators and Automatic Transfer Switches at the District's Water and Wastewater Pumping Sites](#)

Action: The Board will consider ratifying and continuing the Emergency Contract to TJC and Associates, Inc. for the design of generators and automatic transfer switches at the District's water and wastewater pumping sites.

- B. [Receive and Approve the District's 2019 Capital Financing Plan](#)

Action: The Board will receive a presentation on, and consider approving, the District's 2019 Capital Financing Plan.

- C. [Consider Adoption of Resolution No. 2019-53 to Authorize the Issuance of Revenue Bonds in the amount of \\$23,000,000 and Proceed with a Request for Proposals for Underwriting Services for the Transaction](#)

Action: The Board will consider authorizing the issuance of revenue bonds in the amount of \$23,000,000 and proceed with a request for proposals for underwriting services for the transaction.

- D. [Consider Adoption of Resolution No. 2019-54 to Declare Intention to Reimburse Expenditures Relating to Water and Wastewater Projects and Capital Equipment from the Proceeds of Tax-Exempt Obligation Bonds](#)

Action: The Board will consider declaring intention to reimburse expenditures relating to water and wastewater projects and capital equipment from the proceeds of Tax-Exempt Obligation Bonds.

7. Public Comment on Closed Session Items *Anyone wishing to address the Board on matters appearing on Closed Session may do so at this time. Please limit your comment to four minutes. The public may comment on any other items listed on the agenda at the time they are considered by the Board.*

8. Closed Session

- A. Pursuant to Government Code 54956.9
Conference with Legal Counsel – Existing Litigation
- 1) [In the Matter of the Application of California-American Water Company \(U210W\) for Approval of the Monterey Peninsula Water Supply Project and Authorization to Recover All Present and Future Costs in Rates, California Public Utilities Commission Application \("A."\) 12-04-019](#)
 - 2) [Marina Coast Water District v, California Coastal Commission \(California-American Water Company, Real Party in Interest\), Santa Cruz County Superior Court Case No. 15CV00267, Sixth Appellate District Court of Appeals Case No. H045468](#)

9. Reportable Actions Taken During Closed Session *The Board will announce any reportable action taken during closed session and the vote or abstention on that action of every director present, and may take additional action in open session as appropriate. Any closed session items not completed may be continued to after the end of all open session items.*

10. Director's Comments *Director reports on meetings with other agencies, organizations and individuals on behalf of the District and on official District matters.*

11. Adjournment *Set or Announce Next Meeting(s), date(s), time(s), and location(s):*

*Regular Meeting: Monday, August 19, 2019, 6:30 p.m.,
Marina Council Chambers, 211 Hillcrest Avenue, Marina*

Marina Coast Water District
Staff Report

Agenda Item: 5-A

Meeting Date: July 30, 2019

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: Receive Information about Pacific Gas and Electric's Revamped Public Safety Power Shutdown Program

Summary: Due to the recent wildfires in 2018 that caused severe loss of life and property and were stemmed by a utilities electrical line, Pacific Gas and Electric (PG&E) is revamping their Public Safety Power Shutoff Program (PSPS). With their new guidelines and procedures, communities are now at risk of having their electrical power shutoff for up to five continuous days until PG&E can safely assess that there is no longer a fire risk. This program is in effect during wildfire season and PG&E may shut down the power proactively any time there is a red flag warning, meaning a fire watch is present. Unlike other planned or rolling blackouts in the past, the PSPS will not give any priority or keep power on to critical facilities. Everyone, including hospitals, police, fire, and utility companies will be shut down until PG&E deems there is no longer a weather-related threat of fire. After PG&E determines there is no longer a threat, they will still not return power until they have physically inspected their power lines during daylight hours. This process could take an additional 24-48 hours.

The California Public Utilities Commission (CPUC) has created a fire map with threat levels within California and has classified three differed tiers, one through three. Tier level 1 represent the lowest threat level to wildfires whereas tier 2 represent an elevated risk and tier 3 represent an extreme risk of wildfire. The District's boundaries fall within the tier 1 and tier 2 level. While the threat for a tier 2 is much higher than a tier 1, it does not eliminate the possibility of tier 1 areas being affected by the PSPS. This is because PG&E's transmission lines span a wide area sometimes spanning between all three tier levels. This means a tier 2 PSPS may trigger a large power outage within a tier 1 area. Currently, PG&E will not share with the District any map locations of their transmission lines that could possibly affect the District due to what they state as safety concerns.

In the event of a PSPS, PG&E will try to give all critical customers including Marina Coast Water District (District) a 48-hour advanced warning if possible. From there they will notify if possible, at 24 hours and then just prior to shutting the power off. Once PG&E shuts the power off, they will try to give updates during the outage on possible durations. Staff have given PG&E an updated list with all pertinent contact information in the event of a PSPS.

Currently the District does not have enough standby power to sustain a five-day system wide power outage. Only two of the District's 7 active wells have standby power, and several critical large pumping stations and sewer lift stations need standby power as well. The implications of not having enough standby power could be large sanitary sewer overflows (SSO's), a shortage of potable water for drinking and fire protection, and possible system wide boil water notices to all the District's customers if the District cannot maintain positive system pressure. Therefore, it is of extreme importance that the District procure permanent and trailer standby generators in order to sustain District services in the event of an extended power outage.

The District has already changed its operating procedures with regards to its current standby generator practices, by ensuring all diesel tanks are continuously filled to the full amount, to allow for maximum runtime in the event of an extended power outage. The District is working with a local rental vendor to come up with a priority agreement that would provide the District some additional rental generators in the event of a PSPS or unplanned power outage. Also, staff is working on a long-term solution to provide permanent standby generators to all the District's critical facilities to ensure we can meet extended power outages.

CPUC FireMap

Layers Legends Data

High Fire-Threat District

Tree Mortality Task Force – High Hazard Zone Map (March 2018)

Zone 1

CPUC Fire-Threat Map (January 2018)

Tier 2 - Elevated

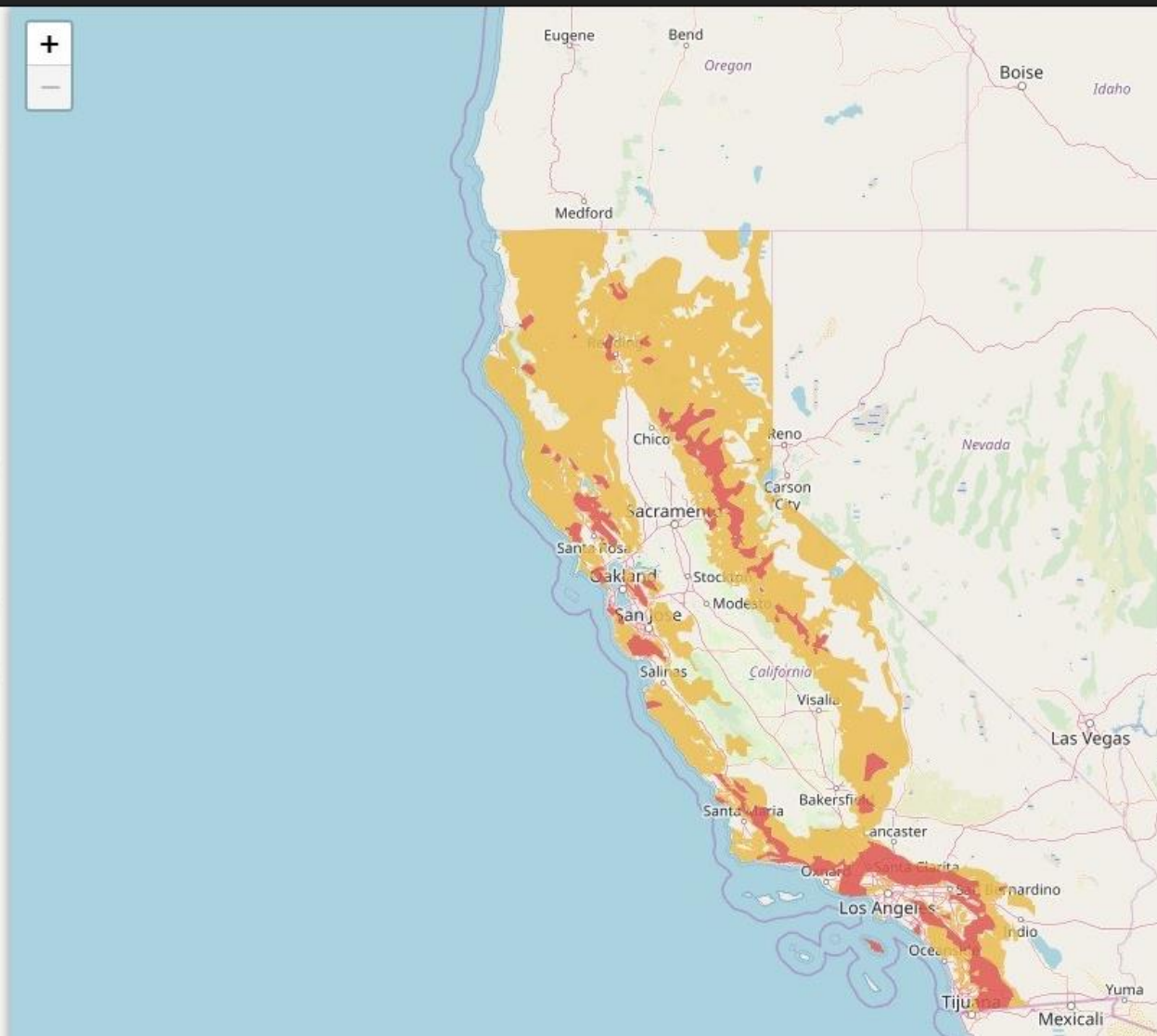
Tier 3 - Extreme

California Fire Perimeters (1878-2015)

Land Cover

Boundaries / Masks

[Basemaps](#)



CPUC FireMap

Layers Legends Data

High Fire-Threat District

Tree Mortality Task Force – High Hazard Zone Map (March 2018)

Zone 1

CPUC Fire-Threat Map (January 2018)

Tier 2 - Elevated

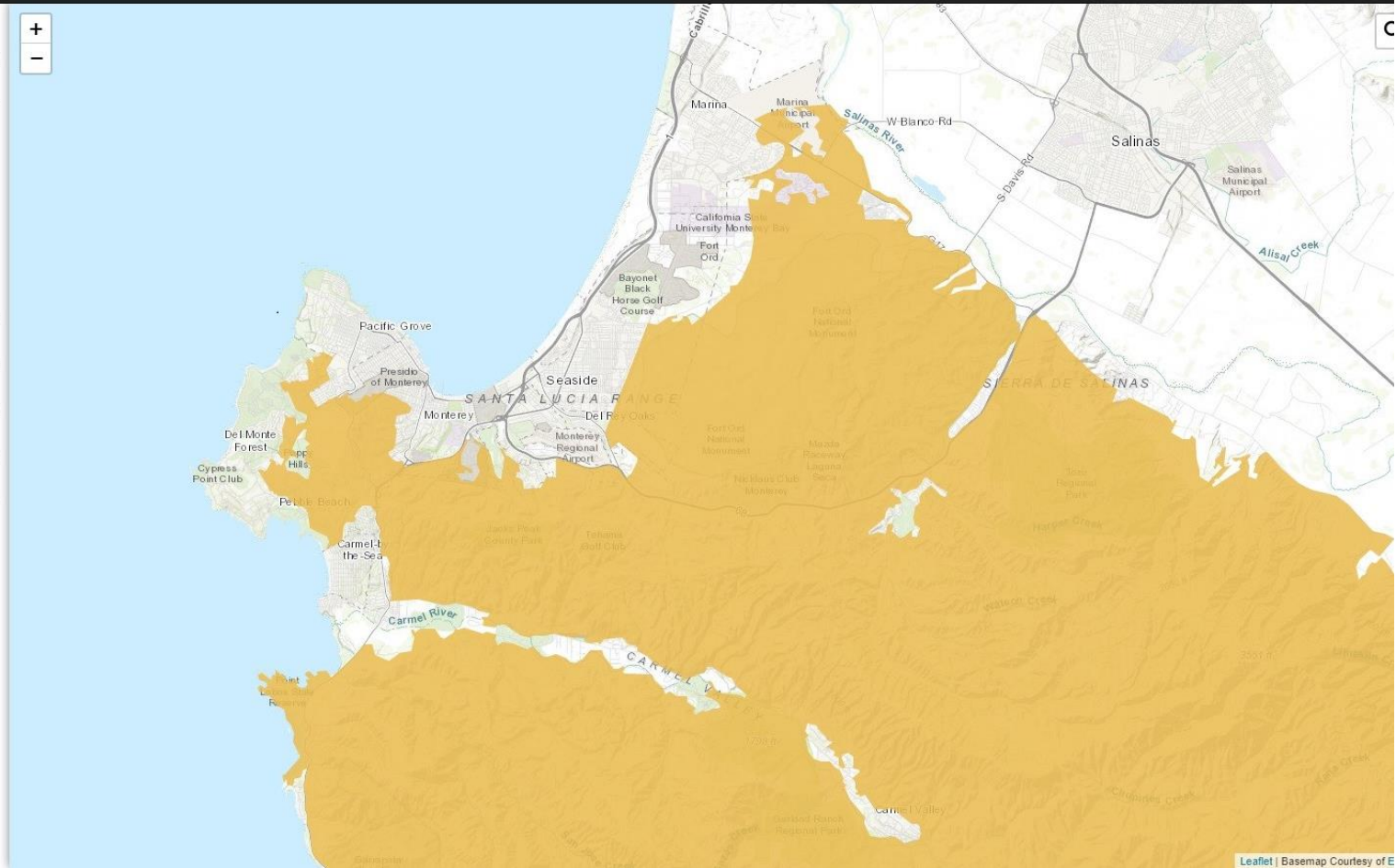
Tier 3 - Extreme

California Fire Perimeters (1878-2015)

Land Cover

Boundaries / Masks

Basemaps





Working Together to Protect Our Communities from Wildfires

If elevated weather conditions, including a potential fire risk, threaten a portion of the electric system, power may be shut off for public safety in an effort to prevent a wildfire. This is called a Public Safety Power Shutoff (PSPS). We understand and appreciate that turning off power affects critical service providers like hospitals, water agencies and telecommunication providers, and have outlined our notifications process for these types of customers, as well as the resources available to them at pge.com/pspsseventmaps below.

What Critical Service Providers Can Expect

Extreme weather threats can change quickly. **We will make every attempt to advise public safety partners and critical service providers in advance of notifying customers of a Public Safety Power Shutoff.** Notifications to the critical service providers will include a link to pge.com/pspsseventmaps, which will have downloadable PSPS-related outage maps, and other event-specific information. Users are encouraged to check back every few hours as conditions can change and the information will be updated accordingly.

Notifications to both critical service providers and all impacted customers will also include a link to a webpage that identifies all potentially impacted site(s) for each customer. Notifications with updates will be provided until power is restored.

Timing of customer notifications (when possible)



PSPS Event Maps and Information – pge.com/pspsseventmaps

The information on pge.com/pspsseventmaps will include PSPS event maps available for download (PDF, KMZ and shapefile versions) that include the approximate boundaries of the area subject to deenergization. Additionally, the page will link to other relevant PSPS event information, such as estimated start time of a potential PSPS event, forecasted weather duration, estimated time range to full restoration and the number of customers in the potentially impacted area.



Step-by-Step Instructions and Frequently Asked Questions

The reverse side of this document includes step-by-step instructions for retrieving files from pge.com/pspsseventmaps during a PSPS event and Frequently Asked Questions. If you have any additional questions about how this process will work or have specific technical questions, please call 1-800-743-5002.



More Information

For the latest on PG&E's wildfire safety efforts and Public Safety Power Shutoffs, including tips to help customers prepare for wildfire season, please visit pge.com/wildfiresafety.



Step-by-Step Instructions

1

Receive PSPS event notification from PG&E, and go to pge.com/pspseventmaps

Once you have entered pge.com/pspseventmaps, you will be taken to a page similar to the one shown on the right.

2

Download a PDF, KMZ or shapefile to view the current PSPS map

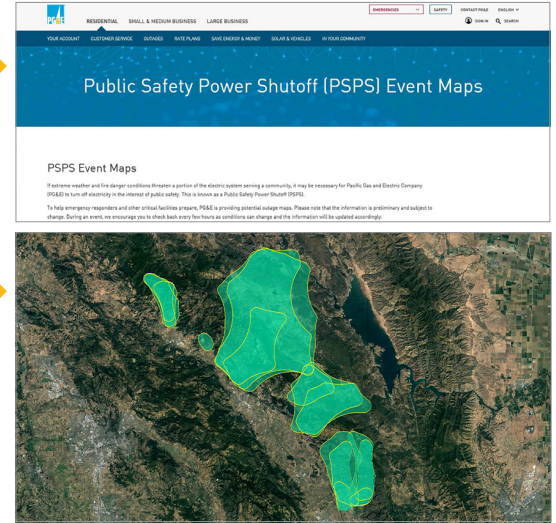
For PDF maps: Click on the link to view the PDF file and a map will open in a new tab on your browser. To save the PDF file, right click on the link and select "save target as". A dialog box will appear for you to save the file to your computer.

For KMZ or shapefile maps: Click on the link to download the zipped folder with the KMZ or shapefile. You will need Google Earth Pro or ESRI ArcGIS to view the files. To download Google Earth Pro, click the link on the page and follow download instructions.

3

Review Other PSPS Information

Also included on this page will be links to reference other relevant information related to the PSPS event, such as estimated start time of a potential PSPS event, forecasted weather duration, estimated time range to full restoration and the number of customers in the potentially impacted area.



Note: The information and maps displayed on and available through pge.com/pspseventmaps are intended only to provide a general estimate regarding potential locations that may be impacted by a PSPS event should one become necessary.



Frequently Asked Questions

How frequently will the maps be updated?

Maps will be updated on an as-needed basis depending on weather conditions.

How will I know if maps have been updated or the PSPS event scope has changed?

The website will include a date and time stamp of the latest map upload. Please continue to check frequently for updates.

What is a Geographic Information System (GIS)?

GIS is a system that integrates many types of data that are designed to capture, manage, analyze and present geographic and spatial information.

What is a Keyhole Markup Language Zipped (KMZ) File?

KMZ is a file extension for a placemark file used by Google Earth. It is a compressed version of a KML (Keyhole Markup Language) file. KMZ files are zipped KML files, which make them easier to distribute with multiple users.

What are shapefiles?

A shapefile is a simple, non-topological format for storing the geometric location and attribute information of geographic features. Geographic features in a shapefile can be represented by points, lines, or polygons (areas).

What software program opens KMZ, KML and shapefiles?

Google Earth Pro, ESRI ArcGIS, and other similar GIS applications.

What is a Portable Document Format (PDF)?

A PDF is a file format that provides an electronic image of text and graphics that looks like a printed document and can be viewed, printed and electronically transmitted.

What software program opens PDF files?

Adobe Reader, Adobe Acrobat or other similar applications.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 6-A

Meeting Date: July 30, 2019

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-52 to Ratify and Continue the Emergency Contract to TJC and Associates, Inc. for the Design of Generators and Automatic Transfer Switches at the District's Water and Wastewater Pumping Sites

Staff Recommendation: The Board of Directors ratify and continue the emergency design contract with TJC and Associates, Inc. for the design of generators and automatic transfer switches at the District's water and wastewater pumping sites in the amount of \$124,550.

Background: *5-Year Strategic Plan Mission Statement – We provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

The Marina Coast Water District (District) operates the water and wastewater for Central Marina and the Ord Communities. The District's water system (2710017) is regulated by the State Water Resources Control Board, Department of Drinking Water and the wastewater collection system is regulated under State Water Resources Control Board Statewide General Discharge Requirements Order No. 2006-0003-DWQ.

Discussion/Analysis: The District Operations and Maintenance Department maintains the District's water and wastewater facilities. Many of these critical facilities currently do not have automatic standby power. Due to the recent changes from PG&E implementing new standards to the Public Safety Power Shutoff Program (PSPS), power could potentially be shutoff to all the District's facilities for up to five concurrent days. Therefore, since the District does not have enough standby power to keep water and wastewater services going for an extended length of time, an emergency was declared and immediate design for seven permanent generators began. The following list was staff's recommended location of standby generators to adequately provide all District services:

1. Well 31
2. Well 34
3. B/C Booster Station
4. Marina Booster Station (Reservoir 2)
5. Dunes Sewer Lift Station
6. East Garrison Sewer Lift Station
7. Crescent Sewer Lift Station

Wells 31 and 34 are recommended because they are the next two highest producing wells that currently do not have automatic standby power. Well 31 currently has an angle direct drive motor which is a manual operation and will only send power to the well motor and not the Programmable Logic Controller (PLC), Radio, or Chlorination system. The B/C Booster station is the main pumping station that moves water from A zone to the B, C and F (C2) storage tanks. This site currently has no functional emergency backup power. The Marina Booster Station is an additional

A zone storage with 3 booster pumps and is the main repeater hub for the SCADA system. This site currently only has a small UPS to provide SCADA backup during a short duration of a power outage. Lastly, the three sewer lift stations: East Garrison, Dunes, and Crescent all have flows sufficient to warrant standby generators.

One of the largest, most expensive generators will be the B/C booster station due to the number of pumps required to move water. Therefore, since TJC and Associates, Inc. is the subcontractor under Schaaf and Wheeler for the design of the generator for the new A zone tank and B/C Booster station, staff chose to enter into an agreement with TJC and Associates, Inc. for this design. This will reduce cost to the District as the B/C generator will move to the new site when it comes online, and since time is of the essence, it will move the process quickly to allow the District to begin the next step to procure the generators.

TJC and Associates, Inc. will give the District a preliminary generator design quickly within the design process, so that District staff can begin procuring the generators themselves. This will drastically reduce costs of procuring generators as the District will be able to procure these through Sourcewell at government rates, also reducing contractor markup. This additional time will allow the District to obtain Right to Construct air quality permits and procure the generators, while TJC and Associates, Inc. finalizes design of the generator and Automatic Transfer Switches at the pumping facilities.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: Initial funding for the design of the generators will come from General Operating Reserves of each cost center proportionate to the cost center where the generator(s) will be placed. When the District acquires the 2019 bond revenue, reserves will be replenished with the proceeds from the bond accordingly.

The following chart represents each cost centers percentage and amount required for the design of the generators.

Cost Center	Percentage of Grand Total	Amount
Ord Water	43%	\$53,378.57
Marina Water	14%	\$17,792.86
Ord Sewer	14%	\$17,792.86
Marina Sewer	29%	\$35,585.71
Grand Total	100%	\$124,550.00

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2019-52; a copy of TJC and Associates, Inc. proposal; and, copy of the Professional Services Agreement with TJC and Associates, Inc.

Action Required: Resolution Motion Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

July 30, 2019

Resolution No. 2019 - 52
Resolution of the Board of Directors
Marina Coast Water District
Ratify and Continue the Emergency Contract with TJC and Associates, Inc.
for the Design of Generators and Automatic Transfer Switches at the District's Water
and Wastewater Pumping Sites

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), at a special meeting duly called and held on July 30, 2019 at 11 Reservation Road, Marina, California.

WHEREAS, the District potable water system is regulated under the State Water Resources Control Board, Division of Drinking Water, Permit No. 2710017; and,

WHEREAS, the District's wastewater collection system is regulated under State Water Resources Control Board Statewide General Discharge Requirements Order No. 2006-0003-DWQ; and,

WHEREAS, Pacific Gas and Electric (PG&E) has recently changed its requirement for its Public Safety Power Shutoff Program (PSPS) to make them more stringent and to be utilized more frequently; and,

WHEREAS, under the new PSPS program PG&E can now shutdown power to entire communities for periods of up to five concurrent days; and,

WHEREAS, the District currently does not have enough automatic standby power to keep District water and wastewater services flowing to its customers in the event of an extended power outage; and,

WHEREAS, time is of the essence, and the District needs to procure generators and have them installed as soon as possible; and,

WHEREAS, the District declared an emergency on Friday, July 19, 2019 to begin immediate design of seven standby generators and automatic transfer switches; and,

WHEREAS, the District is currently using Schaaf and Wheeler for design of the A zone tanks and B/C station and TJC and Associates, Inc. is currently the Sub Contractor working on that generator design; and,

WHEREAS, The District entered into a Professional Services Agreement with TJC and Associates, Inc. on July 19, 2019 to immediately begin the design of the additional seven generators.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby ratify and approve the emergency design contract with TJC and Associates, Inc. for the design of generators and automatic transfer switches at the District's water and wastewater pumping sites in the amount of \$124,550 and authorizes the General Manager to execute all necessary contracts and documents.

PASSED AND ADOPTED on July 30, 2019 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Thomas P. Moore, President

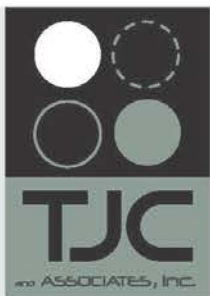
ATTEST:

Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-52 adopted July 30, 2019.

Keith Van Der Maaten, Secretary



July 18, 2019

Structural
Engineering

SCADA

Electrical
Engineering

Instrumentation

Controls

Control Systems
Programming

Mr. Derek Cray
Operations and Maintenance Manager
Marina Coast Water District
2840 4th Avenue
Marina, CA 93933

Subject: Marina Coast Water District
Pump Station Standby Generators Project
Engineering Design Services (TJCAA Project No. 119082)

Derek:

The purpose of this letter is to provide a scope for electrical, civil, and structural engineering services as requested by the Marina Coast Water District (District) to provide new standby generators at several water and wastewater pump stations. This letter summarizes the scope of work that will be provided by TJC and Associates, Inc. (TJCAA). Please review, and if acceptable, this letter may serve as the basis for a Scope of Work to be included in an agreement for engineering services.

Project Understanding

Recent announcements from Pacific Gas & Electric Company (PG&E) have stated that extended electrical outages can be expected during hot, dry periods to reduce the risk of electrical fires. As a result, the District seeks to install new standby diesel or propane engine-generators and automatic transfer switches at each of the following locations

- Existing B/C Booster Pump Station (size unit based on the new B/C Booster Pump Station and relocate it as part of the Reservoir A1/A2 project presently in design under a separate contract between the District and Schaaf & Wheeler)
- Well 34: one @ 300 HP electric motor
- Well 31: one @ 300 HP electric motor (replacing a direct-drive diesel unit)
- Marina Booster Pump Station at Reservoir 2: three @ 100 HP fire pumps
- Dunes Drive Lift Station: two @ 20 HP pumps
- East Garrison Lift Station: two @ 25 HP pumps
- Crescent St Lift Station: two @ 2 HP pumps

The project goal is to improve reliability by providing a local source of standby power to maintain operations during a utility outage.

Work by TJCAA to include

- Pre-design: Prepare generator sizing calculations to establish required gen-set size. Prepare preliminary plan drawings showing proposed locations of new equipment, site specific gen-set features and requirements, and prepare a preliminary opinion of probable cost for the Project
- Procurement Document: Prepare procurement technical specification package for the new gen-sets suitable for the District to procure the equipment via the Sourcewell Program.
- Electrical Design Installation Documents: Prepare design drawings, specifications, and opinion of probable cost for installation of the District

Sacramento Office:
2356 Gold Meadow Way,
Suite 250
Gold River, CA 95670
p 916.853.9658

Oakland Office:
1330 Broadway,
Suite 1101
Oakland, CA 94612
p 510.251.8980

Walnut Creek Office:
2890 North Main St.,
Suite 303
Walnut Creek, CA 94597
p 925.357.2676

f 800.948.5604

www.tjcaa.com

procured gen-sets.

- Structural Design Installation Documents: Establish and specify seismic anchoring criteria and prepare drawings and specifications for gen-set concrete slabs on grade.
- Civil Design Installation Documents: Provide civil engineering plans and specifications as required for paving repair, trenching, backfill, and other limited civil design tasks. Civil engineering design support will be included as an allowance to used based on site specific needs.
- Provide services during gen-set procurement and installation package bidding

I. Scope of Services

Task 1. Predesign

TJCAA will provide preliminary design engineering including generator sizing calculations; site plan sketches or annotated photos showing proposed locations of new equipment; summary specifications and design criteria; and opinion of probable Project cost.

Deliverable

A brief summary technical memorandum summarizing the design approach will be submitted to the District for review and comment. Comments will not be incorporated into the TM but will be addressed in the procurement document prepared under Task 2 as required.

Task 2. Procurement Specification

TJCAA will prepare a technical specification for the gen-sets suitable for direct procurement by the District. Technical specification shall include but not be limited to equipment characteristics, submittal and shop drawings, air quality permitting, services during installation, testing, startup, and warranty.

Deliverable

Draft and final procurement documents shall be submitted for District review and comment.

Task 3. Design - Installation

TJCAA will provide engineering and drafting services necessary for installation of the District procured gen-sets. Submittals will be provided to the District in the following packages:

- Draft 90% (Draft) Design Package
- Final: 100% Design Package

The final installation design package will incorporate appropriate District comments based on the draft submittal and will update information accordingly. Design submittals will include elements as follows.

Deliverables Included in Submittals					
Submittal	Calculations (PDF)	Design Drawings ¹ (PDF)	Specs ³ (PDF)	Engineer's Opinion of Probable Cost (PDF)	Signed Copies ¹ (PDF)
Predesign	✓	✓ ²		✓	
Draft-90%		✓	✓	✓	
Final-100%	✓	✓	✓	✓	✓
Notes:					
<ol style="list-style-type: none"> 1. Drawings will be provided in half-size (11 x 17) PDF format and delivered via e-mail; final drawings will be electronically stamped and signed. 2. Predesign drawings will consist of figures and annotated photos indicating location of major equipment and extent of selective demolition. 3. Specifications will be provided in CSI format using MS-Word and delivered via e-mail. 					

Anticipated List of Specifications

Civil:

- *To Be Determined*

Structural:

- *01612 – Seismic Design Criteria*
- *03300 – Cast-in-Place Concrete*

Electrical:

- *16001 - Electrical - General Provisions*
- *16145 - Automatic Transfer Switches*
- *16350 – Standby Diesel Engine Generator Installation*

Anticipated Sheet List

Civil

- *To be determined*

Structural:

- *GS-1 – General Notes*
- *GS-2 – General Notes, Legend, and Abbreviations*
- *GS-3 – Standard Details – Concrete I*
- *S-1 – Standby Emergency Generator Slab on Grade*

Instrumentation, Controls and Electrical:

- *GE-1 Electrical Symbols and Abbreviations*
- *GE-2 Electrical Installation Details*
- *E-1A Site Plans (Partial) – Two Sites*
- *E-1B Site Plans (Partial) – Two Sites*
- *E-1C Site Plans (Partial) – Two Sites*
- *E-1D Site Plans (Partial) – One Site*
- *E-2A 1-Line Diagrams (Partial) – Two Sites*
- *E-2B 1-Line Diagrams (Partial) – Two Sites*
- *E-2C 1-Line Diagrams (Partial) – Two Sites*
- *E-2D 1-Line Diagrams (Partial) – One Site*
- *E-3 Typical Equipment Elevations and Grounding Schematic*

- E-4 *Typical Interconnection Diagram and Site Circuit Table*
- E-5A *Annotated Photos: Demolition and Installation – Two Sites*
- E-5B *Annotated Photos: Demolition and Installation – Two Sites*
- E-5C *Annotated Photos: Demolition and Installation – Two Sites*
- E-5D *Annotated Photos: Demolition and Installation – One Site*
- E-6A *Electrical Panelboard and Circuit Schedules Sheet 1 of 2*
- E-6B *Electrical Panelboard and Circuit Schedules Sheet 2 of 2*

Project Management

TJCAA will provide Project Management associated with its elements of the project, including but not limited to the following:

- Coordination with District throughout the duration of the project as well as Quality Assurance/Quality Control (QA/QC) activities for project deliverables.
- Management of team activities consistent with the direction from District to meet Project schedule and budgets.

Task 4. Bid Period Assistance

TJCAA engineers will be available to answer questions and clarify issues associated with aspects of the design within its Scope of Work. Support will include both procurement and installation bidding processes.

Task will include attendance by TJCAA engineer at the pre-bid meeting and/or site walk-through. TJCAA does not anticipate any involvement in bid evaluations; however, TJCAA will be available for technical consultation on an as-needed basis.

Deliverable

Responses to bidder questions in electronic format for integration and formatting into a formal response by District.

Task 5. Engineering Services During Construction (ESDC)

NOT INCLUDED

II. Assumptions

The scope of work detailed above is based on TJCAA’s current understanding of the project requirements and is based on the following assumptions.

A. General

- Procurement bid requirements, terms, and conditions shall be provided by the District.
- Installation package bidding and contractual “front-end” requirements shall be provided by the District.
- Copies of record drawings of the facility will be provided to TJCAA for reference.
- Generator sets shall have the following characteristics:
 - Gen-set suppliers limited to those on the Sourcewell list; sole-

- sourced if authorized by the District.
 - Skid mounted with integral diesel fuel tank less than 500 gallons in volume
 - Weatherproof enclosure
 - Marine resistant coatings and protection
 - Sound attenuation enclosures specified to meet City or other regulatory noise ordinances (e.g., Booster Station B/C may require additional attenuation due to location near California State University, Monterey Bay.)
 - Status monitoring to SCADA basic operating conditions (e.g., Run, Fail, Utility Power Available, Fuel Low, Fuel Leak)
- Selective demolition shall be limited to removal of equipment necessary to allow installation of new generators.
- Pre-design technical memorandum will include development of generator sizing and load estimates, single line diagrams and preliminary electrical plan. Technical memorandum will be a maximum of five (5) pages of text not including figures and supporting calculations.
- Standard EPA/CARB approved tier gen-set ratings are assumed. Additional air quality mitigation measures including catalytic converters, particulate filters, etc. will not be required.
- Conforming to requirements of the Monterey Bay Air Resources District Authority to Construct and Permit to Operate shall be prepared by the District based on information provided by the selected Sourcewell generator supplier's data.
- Formal City or County building permit review, Title 24 energy calculations, and completion of forms will not be required.
- Design documents for architectural, mechanical, and other disciplines will not be required.
- AutoCAD site and building plan drawings in ".DWG" format will be provided by District suitable for use as background files.
- Design will comply with the requirements of the 2016 California Building Code and California Electrical Code.
- Design fees quoted assume that the design portion of the project will be completed in 2019.
- Drawings will be provided in TJCAA's standard format, developed using AutoCAD.
- TJCAA assumes that geotechnical information is not available for the sites. Design will be based on the assumption of a generator pad on sand or other material suitable for a slab foundation. Work will include a standard slab plan and section with a table to define sizes and rebar for each of the 7 different sites.
- Drawings will be submitted in electronic format for publishing and distribution by District. Printing costs are not included in this proposal.
- One site visit during predesign assumed, design workshops will not be

required.

- Special foundations systems (e.g., piers/piles) are not required and are not included within the Scope of Work or Design Fee quoted.
- Specifications will conform to CSI Traditional (16 Section) format, developed in MS-Word and will be provided to District via e-mail.
- Design calculations will be provided with the Bid Documents. Interim design calculations will not be provided.

B. Items that are NOT included within the Scope of Work

- Assistance with obtaining construction permitting including responding to questions and/or comments generated during the permitting process or generated by the local jurisdiction.
- Mechanical design including fuel storage, pumping, or piping
- Geotechnical Services
- Arc-flash or other power analysis studies.
- Surveying and/or mapping.
- Conformed drawing following bid period.
- Engineering Services During Construction

III. Additional Services

No "Additional Services" are anticipated at this time. Should "Additional Services" be identified, TJCAA will perform such "Additional Services" only if mutually agreed to in writing by District and TJCAA.

TJCAA does not anticipate any involvement and/or support for Environmental Documentation filing activities. These activities have not been included within the Scope of Work detailed here or the Design Fee quoted.

IV. Deliverables

The Consultant will provide the items shown in the "**Deliverables Included in Submittals**" table and other deliverables noted to District as part of this agreement.

V. Schedule

TJCAA will coordinate the design schedule with District but tentative schedule shall be:

- Preliminary Design Report submitted for District review two weeks after receipt of Notice To Proceed
- Procurement specifications documents completed two weeks after receipt of District comments to the Report
- Draft and Final Installation Documents delivered within 8 weeks following District approval of procurement specification

TJCAA has assumed that Predesign and Design begin and completed in 2019.

VI. Consultant's Compensation

Based on the above understanding, scope, assumptions, and our conversations and e-mails with District, we propose to provide engineering services on a time and materials basis. Project invoicing shall be monthly.

<i>Task 1</i>	
<i>Predesign Report</i>	
STRU	\$ - 0 -
ICE	\$ 12,500
Schaaf & Wheeler	\$ - 0 -
TJCAA Sub-Total →	\$ 12,500
	
<i>Task 2</i>	
<i>Procurement Specification</i>	
STRU	\$ - 0 -
ICE	\$ 18,700
Schaaf & Wheeler	\$ - 0 -
TJCAA Sub-Total →	\$ 18,700
	
<i>Task 3</i>	
<i>Design – Installation</i>	
STRU	\$ 15,000
ICE	\$ 49,400
Schaaf & Wheeler (civil allowance)	\$ 19,250
TJCAA Sub-Total →	\$ 83,650
	
<i>Task 4 – Bid Period Assistance</i>	
STRU	\$ 1,000
ICE	\$ 7,500
Schaaf & Wheeler	\$ 1,200
TJCAA Sub-Total →	\$ 9,700
	
TJCAA Total →→	\$ 124,550

Thanks again for thinking of us. TJCAA looks forward to working with you on this project. Please feel free to call me at (510) 251-8980 should you have any questions or require any additional information.

Sincerely,



Paul Giorsetto, P.E.
Vice President
TJC and Associates, Inc.

file: 119082 - 1.02

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND TJC AND ASSOCIATES, INC.
FOR PUMP STATION STANDBY GENERATORS PROJECT

THIS AGREEMENT, made and entered into this July 19, 2019 by and between Marina Coast Water District, 11 Reservation Road, Marina, CA, 93933, hereinafter called "DISTRICT", and TJC AND ASSOCIATES Inc., with its principal offices at 2356 GOLD MEADOW WAY, SUITE 250, GOLD RIVER, CA 95670 hereinafter called the "CONSULTANT":

WHEREAS, due to Pacific Gas & Electric Co. ("PG&E") state-mandated wildfire mitigation plans, there is a significant possibility that electricity necessary to power DISTRICT's water and wastewater pumping, will not be available at times and as such, the DISTRICT's General Manager has declared an emergency that will require a backup power-source as proposed herein;

WHEREAS, the DISTRICT, desires to receive the professional services related to PUMP STATION STANDBY GENERATORS PROJECT with a scope generally defined by the proposal presented in Appendix A; and

WHEREAS, DISTRICT is desirous of engaging the services of said CONSULTANT to perform or furnish said services.

WHEREAS, CONSULTANT has available and offers to provide personnel and facilities necessary to accomplish said services in a timely manner.

NOW, THEREFORE, said DISTRICT and said CONSULTANT, for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE I - PROFESSIONAL ENGAGEMENT

DISTRICT hereby engages TJC AND ASSOCIATES Inc. as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement. Notwithstanding anything to the contrary herein, CONSULTANT and DISTRICT expressly agree and understand that the services being provided hereunder are being done so due to the finding of an emergency by DISTRICT's General Manager. As such, this Agreement is subject to review and ratification by the DISTRICT's Board of Directors, which review shall occur on July 30, 2019. However, in the event the DISTRICT's Board of Directors fail to ratify the Agreement, the Agreement shall automatically expire and be of no force or effect, in which case DISTRICT agrees to pay CONSULTANT for all time and materials exerted by CONSULTANT as of that date.

CONSULTANT hereby agrees to perform or furnish as an independent contractor professional engineering and related services as set forth herein. CONSULTANT may retain qualified subconsultants to assist in the performance of professional services. DISTRICT shall be notified prior to CONSULTANT sub-contracting such services and sufficient time shall be provided to allow DISTRICT to review the subconsultant's qualification. Should DISTRICT, based upon reasonable cause, not accept any such subcontractor or subconsultant for use on the Project, DISTRICT shall so notify CONSULTANT within five (5) days following DISTRICT 's receipt of such notice from CONSULTANT, and CONSULTANT shall not subcontract with any such subcontractor or subconsultant for the Project. DISTRICT shall have the right at any time to revoke its acceptance (whether given affirmatively or by its failure to object within said five (5) day period) of any subcontractor or subconsultant on the basis of reasonable cause, in which case CONSULTANT shall submit an acceptable substitute and a Task Order equitably adjusting CONSULTANT's compensation will be issued. No acceptance of any subcontractor or subconsultant shall waive: (1) DISTRICT's right not to accept defective services performed or furnished for CONSULTANT by said subcontractor or subconsultant; or (2) any other right or remedy DISTRICT has under this Agreement, including but not limited to its rights to suspend or terminate services under this Agreement.

CONSULTANT is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner or joint venturer of DISTRICT. CONSULTANT shall have the exclusive supervision, direction and control of all employees, subconsultants, subcontractors, suppliers, materials, equipment and facilities employed, contracted with or used by, CONSULTANT in performing or furnishing services under this Agreement.

ARTICLE II - SCOPE OF SERVICES

The scope of services performed or furnished by CONSULTANT under the terms of this Agreement is defined in Appendix A and in the executed Amendment(s) pursuant hereto which will authorize CONSULTANT to perform specific engineering services related to the project. Unless modified in writing by both parties through an Amendment, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A. (**NOTE: ANY ADDITIONAL FEES ASSOCIATED WITH SERVICES NOT INCLUDED IN APPENDIX A MUST BE DEFINED AND AGREED TO BY OWNER IN WRITING PRIOR TO INITIATION OF THESE SERVICES.**)

ARTICLE III – GENERAL PROVISIONS

A. The CONSULTANT hereby represents that all work described herein shall be performed only by persons under the supervision of a person who is currently licensed to perform such work and that to the best of its professional ability, all work shall be performed in accordance with applicable Federal, State, and local laws and regulations.

B. The CONSULTANT shall not discriminate in employment practices, in the performance of the terms of this Agreement, either directly or indirectly, on the grounds of race, color, religion, sex, age, or national origin, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

ARTICLE IV: COOPERATION BY DISTRICT

DISTRICT shall, to the extent reasonable and practicable, cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such cooperation shall include, but not necessarily be limited to: providing right of access to work sites as required for CONSULTANT to perform or furnish services under this Agreement; providing relevant material available from DISTRICT 's files such as maps, drawings as available (WHETHER OR NOT AS-BUILT DRAWINGS), records, and operation and maintenance information; serving all notices; attending all hearings; payment of all permit and other required fees associated with the Project; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project.

DISTRICT shall be responsible for providing legal services which it deems necessary for the Project including review of contract documents, public advertising and contract letting. DISTRICT shall pay fees for utility services to the Project.

DISTRICT shall appoint DEREK CRAY as DISTRICT's REPRESENTATIVE with respect to the services to be performed under this Agreement. DISTRICT'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define DISTRICT's policies. CONSULTANT shall be entitled to rely on representations made by DISTRICT's REPRESENTATIVE unless otherwise specified in writing by DISTRICT.

Article V – SCHEDULE

A schedule for carrying out services performed by CONSULTANT under the terms of this Agreement is set forth in Appendix A. CONSULTANT will exert all reasonable efforts to perform or furnish all services under this Agreement in accordance with said schedule.

DISTRICT will be kept informed as to the progress of the services under this Agreement under the terms presented in Appendix A. Neither party shall hold the other responsible for damages caused by, arising out of or resulting from delays in performance caused by acts of God, strikes, lockouts, or events beyond the control of the other party.

Article VI – LITIGATION

The Agreement does not require CONSULTANT to prepare for or appear as a witness in any litigation or alternative dispute resolution proceeding on behalf of DISTRICT, other than as specified in Appendix A, except in consideration of additional reasonable compensation negotiated as part of an Amendment specifically issued for such purpose. Notwithstanding the preceding, CONSULTANT shall participate without additional compensation in any litigation or alternative dispute resolution proceeding in which CONSULTANT is a party or in which a claim is made against DISTRICT based in whole or in part on CONSULTANT's negligence, professional errors or omissions, breach of contract or deficiencies in CONSULTANT's design or performance hereunder.

ARTICLE VII: COMPENSATION

Payment for the engineering services set forth in Appendix A shall be made by DISTRICT to CONSULTANT and shall be considered as full compensation for such services and all personnel, materials, supplies, and equipment used and costs incurred in carrying out such services. In no event shall the amount of compensation exceed the total fee specified in Appendix A without approval from the DISTRICT.

A. If payment for services performed or furnished under terms of Appendix A is to be on a lump sum basis, compensation shall be as described below:

1. Appendix A must specify that the work is to be performed on a lump sum basis.

2. Compensation to CONSULTANT shall be a lump sum amount specified in Appendix A.

3. Payments shall be monthly, based on percent completion. As each payment is due, a statement describing the services which have been performed or furnished and listing the percent of completion and the total amount of prior payments paid by DISTRICT shall be submitted to DISTRICT. Payment shall be made for the balance due under such statement, without retention unless DISTRICT contests all or part of said billing in which event only that portion so contested will be retained by DISTRICT pending resolution of the dispute and any uncontested portion will be paid.

B. If payment for services performed or furnished under terms of Appendix A is to be on a time and expense reimbursable basis, with a total cost not-to-exceed, compensation shall be as described below:

1. Appendix A must specify that the work is to be performed on a time and expenses basis with a total cost not-to-exceed.

2. Compensation to CONSULTANT shall be on a time and expense reimbursement basis in accordance with CONSULTANT's Schedule of Charges. A current copy of the Schedule of Charges will be included with each Amendment.

3. Payments for services provided by CONSULTANT on a time and expense basis shall be made monthly by the DISTRICT based on an itemized invoice from CONSULTANT which lists actual costs and expenses or units of work performed on the Project in the immediate preceding month. Such payments shall be for the invoice amount, without retention unless DISTRICT contests all or part of said billing in which event only that portion so contested will be retained by DISTRICT pending resolution of the dispute and any uncontested portion will be paid.

4. A budget for compensation for services provided by CONSULTANT on a time and expense basis will be established in the Compensation section of Appendix A and/or the Amendment. The budget established shall not be exceeded without DISTRICT's written authorization.

5. The budget may be increased by Amendment if necessary to complete the scope of work. If appropriate, CONSULTANT will advise DISTRICT of the anticipated expenditure over the budgeted amount at the fifty (50) percent completion point of the Amendment work and request additional budget authorization.

6. Amendments using a time and expense reimbursement should be limited in scope. The product of these Amendment(s) should adequately define the specific scope and effort necessary to achieve the necessary addition/modification and develop a lump sum proposal for the required engineering services.

C. CONSULTANT's final statement or invoice for any services which include construction, or the final statement or invoice for the Project, whichever occurs earlier in time, shall include properly completed and executed Releases of Liens and Claims (see Appendix C). Payment of any invoice not satisfying these requirements may be withheld until the requirements has been satisfied.

D. The CONSULTANT shall submit itemized statement or invoice of costs to the DISTRICT for each month that work is performed. The DISTRICT shall pay the CONSULTANT by the 25th of the month for invoices and itemized statements submitted by the first day of the same month. Payments are due upon receipt of a statement or invoice prepared in a manner acceptable to DISTRICT and approved by DISTRICT.

ARTICLE VIII: RECORDS

The CONSULTANT shall keep and maintain accurate records of costs incurred, and the time expended relating to all services to be compensated hereunder. All records shall be available to the DISTRICT for review thereof upon request by the DISTRICT or its authorized representative. All fiscal and accounting records and other supporting papers of the CONSULTANT shall be maintained for a minimum of three (3) years following the close of the DISTRICT fiscal year of expenditures.

ARTICLE IX: TITLE TO DOCUMENTS

All reports, drawings, specifications, submittals and other materials collected or produced by the CONSULTANT hereunder shall, after completion and acceptance, become the property of the DISTRICT.

The CONSULTANT may utilize existing materials developed by the CONSULTANT prior to the commencement of this engagement including, but not limited to, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives. These materials shall remain the property of the CONSULTANT.

CONSULTANT shall be entitled to a reproducible copy of all material furnished to DISTRICT, the costs of which is included on the compensation amounts specified in Appendix A and/or the Amendment(s), Any uncompleted work of CONSULTANT delivered to DISTRICT due to cancellation of all or portions of the work or contract termination, which utilized by DISTRICT in any way , shall have CONSULTANT name

removed, and DISTRICT agrees to defend, Indemnify, and hold harmless CONSULTANT from all claims, damages, and expenses including attorney's fees arising from any use by DISTRICT of such uncompleted work Product.

ARTICLE X: KEY PERSONNEL

The CONSULTANT shall specifically assign a project manager and necessary staff to complete the Scope of Work.

The CONSULTANT hereby agrees that the assigned personnel directly responsible for conducting the Scope of Work in Appendix A shall not be changed during the course of the work without prior written consent of the DISTRICT, which consent shall not be unreasonably withheld.

ARTICLE XI: ASSIGNMENT AND SUBCONTRACTING

The CONSULTANT shall not assign, sell, mortgage, hypothecate, or otherwise transfer its interest or obligations in this agreement without written consent of the DISTRICT. Further, none of the services covered by this agreement shall be subcontracted beyond that which is specifically noted in the CONSULTANT'S proposal unless approved by the DISTRICT in writing.

ARTICLE XII: INSURANCE AND LIABILITY

The CONSULTANT agrees to indemnify, defend, and save harmless the DISTRICT, its officers, agents, and employees as provided in Appendix B, attached hereto and hereby incorporated by reference. To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend DISTRICT, its officers, directors, employees and agents as provided in Attachment 4 from and against all claims, damages, costs, losses and expenses (including but not limited to attorneys' fees) caused by, arising out of or related to the negligence (including but not limited to professional negligence, errors or omissions) of CONSULTANT, its partners, officers, employees, agents, subconsultants and subcontractors in the performance or furnishing of services under this agreement, provided however, that CONSULTANT's liability to DISTRICT shall not exceed the percentage share of such claim, damages, cost, loss and expense that the negligence (including professional negligence, errors or omissions) of CONSULTANT, its partners, officers, employees, agents subconsultants and subcontractors bears to the total negligence of all negligent entities and individuals determined on the basis of comparative negligence principles.

Insurance policies shall provide that such insurance is primary insurance.

Coverages described in Appendix B shall be maintained through the term of this Agreement, and the CONSULTANT shall file with the DISTRICT prior to the execution of this Agreement, and as policy renewals occur, a Certificate of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in effect.

A. CONSULTANT and its subcontractors shall maintain worker's compensation and employers' liability insurance in accordance with the amount(s) and coverage(s) in the attached Appendix B.

B. CONSULTANT and its subcontractors shall maintain commercial general liability and automobile liability insurance protecting it against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of CONSULTANT pursuant to this AGREEMENT or from the use of automobiles and equipment of or by CONSULTANT. The amount(s) and coverage(s) shall be in accordance with Appendix B.

C. CONSULTANT shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions for which it is legally liable in the performance or furnishing of professional services pursuant to this AGREEMENT. (Such insurance shall be maintained for one (1) year after final completion of construction. The amount(s) and coverage(s) shall be in accordance with Appendix B.

D. CONSULTANT shall submit to the DISTRICT a Certificate of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in effect. Upon written request from DISTRICT CONSULTANT is Required to provide DISTRICT with certified evidence of coverage. Approval or acceptance of said insurance by DISTRICT shall not relieve or decrease the liability of CONSULTANT hereunder.

E. DISTRICT agrees to endeavor to include a provision in the DISTRICT 'S contract with the Construction Contractor engaged on the Project which requires that CONSULTANT be listed as an additional insured on such Construction Contractor(s) liability insurance policy and property insurance (Builder's Risk) policy, if any.

Article XIII - Suspension of Work

DISTRICT may, at DISTRICT'S discretion, suspend, in writing, all or a portion of the services under this Agreement. CONSULTANT may suspend the services under this Agreement in the event DISTRICT does not make payment in accordance with the payment terms in Article VII. The services under this AGREEMENT will only be suspended for non-payment after written notice is received by DISTRICT from CONSULTANT of its intention intending to suspend performance and a cure period of seven (7) days after receipt of this notification by DISTRICT. The time for completion of the services under this AGREEMENT shall be extended by the number of days the services under this AGREEMENT is suspended. If the period of suspension exceeds ninety (90) days, the terms of this AGREEMENT are subject to renegotiations, and both parties shall have the option to terminate the services under this AGREEMENT on the suspended portion of Project in accordance with Article XII.

ARTICLE XIV: TERMINATION

Either party may terminate this Agreement upon substantial breach of the terms thereof by the other party. The DISTRICT may terminate this agreement at any time upon giving thirty (30) days written notice to CONSULTANT. Such notice shall set forth the effective date of such termination.

DISTRICT, by notifying CONSULTANT in writing, may terminate any or all of the services covered by this AGREEMENT. In the event of such termination, CONSULTANT shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing of the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination or a designated total time agreed upon in a Amendment. All charges thus incurred, together with associated expenses reasonably incurred by CONSULTANT and reasonable charges for any other commitments outstanding at the time of termination (such as for termination of subconsultants, rental agreements, orders for printing, etc.), shall be payable by DISTRICT within forty-five (45) days following submission of a final statement by CONSULTANT. However, in the event that termination of said AGREEMENT with CONSULTANT occurs at the completion of a specific phase of the design, the aforesaid provision for the proper filing and closing will not apply unless agreed to by DISTRICT under a specific Amendment. The payment provided for under this Article XII shall constitute full satisfaction of any obligation DISTRICT has, may have or could be found to have to pay for services performed or furnished and expenses or charges incurred by CONSULTANT pursuant to this AGREEMENT and any and all liabilities or damages arising out of or resulting from the termination of this AGREEMENT.

ARTICLE XV: NOTICE

Any notice to be given hereunder shall be delivered to the party to be noticed by either personal delivery or by first class mail, postage prepaid, and addressed as follows:

TO: Marina Coast Water District
2840 4th Avenue
Marina, CA 93933
Attention:

TO: TJC AND ASSOCIATES Inc
2356 Gold Meadow Way, Ste. 250
Gold River, CA 95670

ARTICLE XVI: BINDING EFFECT; AMENDMENTS; COUNTERPART EXECUTION; CONSTRUCTION

This Agreement supercedes and integrates all prior writings and understandings between the parties concerning, is binding on the parties and their successors, and may be amended only by written agreement signed by the DISTRICT and the CONSULTANT. This Agreement may be signed in counterparts, each of which when fully executed shall be considered a duplicate original document. Both parties have participated fully in the review and revision of this Agreement, and neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654.

ARTICLE XVII: DISPUTES

The parties must submit any disputes arising under this Agreement to non-binding mediation before filing suit to enforce or interpret this Agreement. Upon request by either party, the parties will within ten (10) days select a single mediator, or if the parties cannot agree, they shall ask the then presiding Judge of the Monterey County Superior Court to select a mediator to mediate the dispute within fifteen (15) days of such selection.

In the event of legal proceedings to interpret or enforce this agreement, the prevailing party shall be awarded reasonable attorney fees and costs, including reasonable costs of experts reasonably engaged by the attorney.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and the year first above written.

Marina Coast Water District



Keith Van Der Maaten
General Manager

TJC AND ASSOCIATES Inc

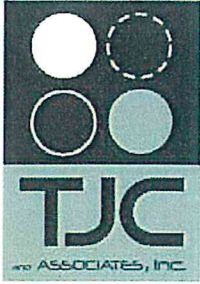


Gianna C. Zappettini
President

Appendix A

Appendix A includes:

Consultant's Proposal



July 18, 2019

Mr. Derek Cray
Operations and Maintenance Manager
Marina Coast Water District
2840 4th Avenue
Marina, CA 93933

Structural
Engineering

SCADA

Electrical
Engineering

Instrumentation

Controls

Control Systems
Programming

Subject: Marina Coast Water District
Pump Station Standby Generators Project
Engineering Design Services (TJCAA Project No. 119082)

Derek:

The purpose of this letter is to provide a scope for electrical, civil, and structural engineering services as requested by the Marina Coast Water District (District) to provide new standby generators at several water and wastewater pump stations. This letter summarizes the scope of work that will be provided by TJC and Associates, Inc. (TJCAA). Please review, and if acceptable, this letter may serve as the basis for a Scope of Work to be included in an agreement for engineering services.

Project Understanding

Recent announcements from Pacific Gas & Electric Company (PG&E) have stated that extended electrical outages can be expected during hot, dry periods to reduce the risk of electrical fires. As a result, the District seeks to install new standby diesel or propane engine-generators and automatic transfer switches at each of the following locations

- Existing B/C Booster Pump Station (size unit based on the new B/C Booster Pump Station and relocate it as part of the Reservoir A1/A2 project presently in design under a separate contract between the District and Schaaf & Wheeler)
- Well 34: one @ 300 HP electric motor
- Well 31: one @ 300 HP electric motor (replacing a direct-drive diesel unit)
- Marina Booster Pump Station at Reservoir 2: three @ 100 HP fire pumps
- Dunes Drive Lift Station: two @ 20 HP pumps
- East Garrison Lift Station: two @ 25 HP pumps
- Crescent St Lift Station: two @ 2 HP pumps

The project goal is to improve reliability by providing a local source of standby power to maintain operations during a utility outage.

Work by TJCAA to include

- Pre-design: Prepare generator sizing calculations to establish required gen-set size. Prepare preliminary plan drawings showing proposed locations of new equipment, site specific gen-set features and requirements, and prepare a preliminary opinion of probable cost for the Project
- Procurement Document: Prepare procurement technical specification package for the new gen-sets suitable for the District to procure the equipment via the Sourcewell Program.
- Electrical Design Installation Documents: Prepare design drawings, specifications, and opinion of probable cost for installation of the District

Sacramento Office:
2356 Gold Meadow Way,
Suite 250
Gold River, CA 95670
p 916.853.9658

Oakland Office:
1330 Broadway,
Suite 1101
Oakland, CA 94612
p 510.251.8980

Walnut Creek Office:
2890 North Main St.,
Suite 303
Walnut Creek, CA 94597
p 925.357.2676

f 800.948.5604

www.tjcaa.com

procured gen-sets.

- Structural Design Installation Documents: Establish and specify seismic anchoring criteria and prepare drawings and specifications for gen-set concrete slabs on grade.
- Civil Design Installation Documents: Provide civil engineering plans and specifications as required for paving repair, trenching, backfill, and other limited civil design tasks. Civil engineering design support will be included as an allowance to be used based on site specific needs.
- Provide services during gen-set procurement and installation package bidding

I. Scope of Services

Task 1. Predesign

TJCAA will provide preliminary design engineering including generator sizing calculations; site plan sketches or annotated photos showing proposed locations of new equipment; summary specifications and design criteria; and opinion of probable Project cost.

Deliverable

A brief summary technical memorandum summarizing the design approach will be submitted to the District for review and comment. Comments will not be incorporated into the TM but will be addressed in the procurement document prepared under Task 2 as required.

Task 2. Procurement Specification

TJCAA will prepare a technical specification for the gen-sets suitable for direct procurement by the District. Technical specification shall include but not be limited to equipment characteristics, submittal and shop drawings, air quality permitting, services during installation, testing, startup, and warranty.

Deliverable

Draft and final procurement documents shall be submitted for District review and comment.

Task 3. Design - Installation

TJCAA will provide engineering and drafting services necessary for installation of the District procured gen-sets. Submittals will be provided to the District in the following packages:

- Draft 90% (Draft) Design Package
- Final: 100% Design Package

The final installation design package will incorporate appropriate District comments based on the draft submittal and will update information accordingly. Design submittals will include elements as follows.

Deliverables Included in Submittals					
Submittal	Calculations (PDF)	Design Drawings ¹ (PDF)	Specs ³ (PDF)	Engineer's Opinion of Probable Cost (PDF)	Signed Copies ¹ (PDF)
Predesign	✓	✓ ²		✓	
Draft-90%		✓	✓	✓	
Final-100%	✓	✓	✓	✓	✓
Notes:					
<ol style="list-style-type: none"> 1. Drawings will be provided in half-size (11 x 17) PDF format and delivered via e-mail; final drawings will be electronically stamped and signed. 2. Pre-design drawings will consist of figures and annotated photos indicating location of major equipment and extent of selective demolition. 3. Specifications will be provided in CSI format using MS-Word and delivered via e-mail. 					

Anticipated List of Specifications

Civil:

- *To Be Determined*

Structural:

- *01612 – Seismic Design Criteria*
- *03300 – Cast-in-Place Concrete*

Electrical:

- *16001 - Electrical - General Provisions*
- *16145 - Automatic Transfer Switches*
- *16350 – Standby Diesel Engine Generator Installation*

Anticipated Sheet List

Civil

- *To be determined*

Structural:

- *GS-1 – General Notes*
- *GS-2 – General Notes, Legend, and Abbreviations*
- *GS-3 – Standard Details – Concrete I*
- *S-1 – Standby Emergency Generator Slab on Grade*

Instrumentation, Controls and Electrical:

- *GE-1 Electrical Symbols and Abbreviations*
- *GE-2 Electrical Installation Details*
- *E-1A Site Plans (Partial) – Two Sites*
- *E-1B Site Plans (Partial) – Two Sites*
- *E-1C Site Plans (Partial) – Two Sites*
- *E-1D Site Plans (Partial) – One Site*
- *E-2A 1-Line Diagrams (Partial) – Two Sites*
- *E-2B 1-Line Diagrams (Partial) – Two Sites*
- *E-2C 1-Line Diagrams (Partial) – Two Sites*
- *E-2D 1-Line Diagrams (Partial) – One Site*
- *E-3 Typical Equipment Elevations and Grounding Schematic*

- E-4 Typical Interconnection Diagram and Site Circuit Table
- E-5A Annotated Photos: Demolition and Installation – Two Sites
- E-5B Annotated Photos: Demolition and Installation – Two Sites
- E-5C Annotated Photos: Demolition and Installation – Two Sites
- E-5D Annotated Photos: Demolition and Installation – One Site
- E-6A Electrical Panelboard and Circuit Schedules Sheet 1 of 2
- E-6B Electrical Panelboard and Circuit Schedules Sheet 2 of 2

Project Management

TJCAA will provide Project Management associated with its elements of the project, including but not limited to the following:

- Coordination with District throughout the duration of the project as well as Quality Assurance/Quality Control (QA/QC) activities for project deliverables.
- Management of team activities consistent with the direction from District to meet Project schedule and budgets.

Task 4. Bid Period Assistance

TJCAA engineers will be available to answer questions and clarify issues associated with aspects of the design within its Scope of Work. Support will include both procurement and installation bidding processes.

Task will include attendance by TJCAA engineer at the pre-bid meeting and/or site walk-through. TJCAA does not anticipate any involvement in bid evaluations; however, TJCAA will be available for technical consultation on an as-needed basis.

Deliverable

Responses to bidder questions in electronic format for integration and formatting into a formal response by District.

Task 5. Engineering Services During Construction (ESDC)

NOT INCLUDED

II. Assumptions

The scope of work detailed above is based on TJCAA's current understanding of the project requirements and is based on the following assumptions.

A. General

- Procurement bid requirements, terms, and conditions shall be provided by the District.
- Installation package bidding and contractual "front-end" requirements shall be provided by the District.
- Copies of record drawings of the facility will be provided to TJCAA for reference.
- Generator sets shall have the following characteristics:
 - Gen-set suppliers limited to those on the Sourcwell list; sole-

- sourced if authorized by the District.
 - Skid mounted with integral diesel fuel tank less than 500 gallons in volume
 - Weatherproof enclosure
 - Marine resistant coatings and protection
 - Sound attenuation enclosures specified to meet City or other regulatory noise ordinances (e.g., Booster Station B/C may require additional attenuation due to location near California State University, Monterey Bay.)
 - Status monitoring to SCADA basic operating conditions (e.g., Run, Fail, Utility Power Available, Fuel Low, Fuel Leak)
- Selective demolition shall be limited to removal of equipment necessary to allow installation of new generators.
- Pre-design technical memorandum will include development of generator sizing and load estimates, single line diagrams and preliminary electrical plan. Technical memorandum will be a maximum of five (5) pages of text not including figures and supporting calculations.
- Standard EPA/CARB approved tier gen-set ratings are assumed. Additional air quality mitigation measures including catalytic converters, particulate filters, etc. will not be required.
- Conforming to requirements of the Monterey Bay Air Resources District Authority to Construct and Permit to Operate shall be prepared by the District based on information provided by the selected Sourcewell generator supplier's data.
- Formal City or County building permit review, Title 24 energy calculations, and completion of forms will not be required.
- Design documents for architectural, mechanical, and other disciplines will not be required.
- AutoCAD site and building plan drawings in ".DWG" format will be provided by District suitable for use as background files.
- Design will comply with the requirements of the 2016 California Building Code and California Electrical Code.
- Design fees quoted assume that the design portion of the project will be completed in 2019.
- Drawings will be provided in TJCAA's standard format, developed using AutoCAD.
- TJCAA assumes that geotechnical information is not available for the sites. Design will be based on the assumption of a generator pad on sand or other material suitable for a slab foundation. Work will include a standard slab plan and section with a table to define sizes and rebar for each of the 7 different sites.
- Drawings will be submitted in electronic format for publishing and distribution by District. Printing costs are not included in this proposal.
- One site visit during predesign assumed, design workshops will not be

required.

- Special foundations systems (e.g., piers/piles) are not required and are not included within the Scope of Work or Design Fee quoted.
- Specifications will conform to CSI Traditional (16 Section) format, developed in MS-Word and will be provided to District via e-mail.
- Design calculations will be provided with the Bid Documents. Interim design calculations will not be provided.

B. Items that are NOT included within the Scope of Work

- Assistance with obtaining construction permitting including responding to questions and/or comments generated during the permitting process or generated by the local jurisdiction.
- Mechanical design including fuel storage, pumping, or piping
- Geotechnical Services
- Arc-flash or other power analysis studies.
- Surveying and/or mapping.
- Conformed drawing following bid period.
- Engineering Services During Construction

III. Additional Services

No "Additional Services" are anticipated at this time. Should "Additional Services" be identified, TJCAA will perform such "Additional Services" only if mutually agreed to in writing by District and TJCAA.

TJCAA does not anticipate any involvement and/or support for Environmental Documentation filing activities. These activities have not been included within the Scope of Work detailed here or the Design Fee quoted.

IV. Deliverables

The Consultant will provide the items shown in the "**Deliverables Included in Submittals**" table and other deliverables noted to District as part of this agreement.

V. Schedule

TJCAA will coordinate the design schedule with District but tentative schedule shall be:

- Preliminary Design Report submitted for District review two weeks after receipt of Notice To Proceed
- Procurement specifications documents completed two weeks after receipt of District comments to the Report
- Draft and Final Installation Documents delivered within 8 weeks following District approval of procurement specification

TJCAA has assumed that Predesign and Design begin and completed in 2019.

VI. Consultant's Compensation

Based on the above understanding, scope, assumptions, and our conversations and e-mails with District, we propose to provide engineering services on a time and materials basis. Project invoicing shall be monthly.

<i>Task 1</i>	
<i>Predesign Report</i>	
STRU	\$ - 0 -
ICE	\$ 12,500
Schaaf & Wheeler	\$ - 0 -
TJCAA Sub-Total →	\$ 12,500
<i>Task 2</i>	
<i>Procurement Specification</i>	
STRU	\$ - 0 -
ICE	\$ 18,700
Schaaf & Wheeler	\$ - 0 -
TJCAA Sub-Total →	\$ 18,700
<i>Task 3</i>	
<i>Design - Installation</i>	
STRU	\$ 15,000
ICE	\$ 49,400
Schaaf & Wheeler (civil allowance)	\$ 19,250
TJCAA Sub-Total →	\$ 83,650
<i>Task 4 - Bid Period Assistance</i>	
STRU	\$ 1,000
ICE	\$ 7,500
Schaaf & Wheeler	\$ 1,200
TJCAA Sub-Total →	\$ 9,700
TJCAA Total →→	\$ 124,550

Thanks again for thinking of us. TJCAA looks forward to working with you on this project. Please feel free to call me at (510) 251-8980 should you have any questions or require any additional information.

Sincerely,



Paul Giorsetto, P.E
Vice President
TJC and Associates, Inc.

file: 119082 - 1.02

Appendix B
Insurance Requirements

INDEMNIFICATION AGREEMENTS
INSURANCE REQUIREMENTS

AGREEMENTS

Workers' Compensation Insurance - By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this contract.

Indemnification - To the fullest extent permitted by law, Consultant, at Consultant's own cost, shall defend and indemnify and hold harmless the Marina Coast Water District (District), its directors, officers, employees and each of them from and against:

- a. When the law establishes a professional standard of care for Consultant's services, all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of negligence, recklessness, or willful misconduct in Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to the District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or, with respect to construction, the active negligence of the District, its directors, officers, employees, or authorized volunteers.
- c. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.
- d. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Consultant to faithfully perform the work and all of the Consultant's obligations under the agreement. Such

costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District or any of its directors, officers, employees, or authorized volunteers.

Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District or any of its directors, officers, employees, or authorized volunteers, in any and all such aforesaid suits, actions, or other legal proceedings.

Consultant shall reimburse District and its directors, officers, employees or authorized volunteers, for any reasonable legal expenses and costs incurred by each of them in connection with, in any way, all such aforesaid suits, actions or other legal proceedings or in enforcing the indemnity herein provided, to the extent that they are covered by the above obligations to indemnify.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, or its directors, officers, employees or authorized volunteers.

GENERAL CONDITIONS

Laws, Regulations and Permits - The Consultant shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Consultant shall bear all costs arising there from.

Safety - The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property.

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Liability Insurance - The Consultant shall provide and maintain at all times during the performance of the work under this agreement, the following commercial general liability, professional liability and automobile liability insurance:

Coverage - Coverage shall be at least as broad as the following:

1. Coverage for *Professional Liability* appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
2. Insurance Services Office Commercial *General Liability* Coverage (Occurrence Form CG 0001)
3. Insurance Services Office *Automobile Liability* Coverage (Form CA 0001), covering Symbol 1 (any auto) (owned (if any), non-owned and hired automobiles)

Limits - The Consultant shall maintain limits no less than the following:

1. *Professional Liability* – One million dollars (\$1,000,000) per claim and annual aggregate. [NOTE: THIS VALUE SHOULD BE ADJUSTED BASED ON VALUE OF PROJECT. UPPER RANGE IS ESTIMATED AT \$5,000,000 WHICH WOULD BE FOR LARGER CONSTRUCTION PROJECTS, E.G., STORAGE TANKS, TREATMENT FACILITIES, LARGE PUMP/LIFT STATIONS.]
2. *General Liability* - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

3. ***Automobile Liability*** - Two million dollars (\$2,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability policy is to contain, or be endorsed to contain the following provisions:

1. The District, its directors, officers, employees, or authorized volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; and premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary insurance as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to Member Water District, its directors, officers, employees, or authorized volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Such liability insurance shall indemnify the Consultant and his/her sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the Consultant or his/her sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

Consultant shall not cancel coverage without providing thirty (30) days prior written notice by U.S. mail has been given to the District.

All of the insurance shall be provided on a policy forms and through companies satisfactory to the District.

In the event any change is made in the insurance carrier or retroactive date of professional liability coverage required under this agreement, Consultant shall notify the District prior to any changes.

Workers' Compensation and Employer's Liability Insurance - The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance with limits no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention exceeding \$50,000 must be declared to the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either named insured or the District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the District.

MEC Coverage – For work involving portions of the former Fort Ord outside the cantonment area, all insurance maintained by Consultant shall include coverage for services, work in or around MEC, or claims, damage or injury related in any way to this Agreement which arise from MEC. The Marina Coast Water District, its officers, directors and employees and any of its authorized representatives and volunteers shall be named as additional insureds under all insurance maintained by Consultant related in any way to work performed by it on behalf of the Marina Coast Water District.

Evidences of Insurance - Prior to execution of the Agreement, the Consultant shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-4.

The Consultant shall, upon demand of the District, deliver to the District such policy or policies of insurance and the receipts for payment of premiums thereon.

All insurance correspondence, certificates, binders, etc., shall be mailed to:

Marina Coast Water District
11 Reservation Road
Marina, CA 93933
Attn: Derek Cray

Continuation of Coverage – If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the District at least ten (10) days prior to the expiration date.

Sub-Consultants - In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

Appendix C

Appendix C includes:

Release of Liens and Claims (CONSULTANT)

Release of Liens and Claims (Subconsultants and Subcontractors)

CONSULTANT'S RELEASE OF LIENS AND CLAIMS

WHEREAS, the undersigned, has installed or performed or furnished labor, services, materials and/or equipment for the installation of the Project entitled _____, (the "Project"), installed pursuant to a written agreement dated _____, 20____, between the undersigned, as CONSULTANT, and _____ having an office at _____, hereinafter called DISTRICT, at or on real estate owned by DISTRICT and described and located as follows: :

(the "Facilities"); and

WHEREAS, we, the undersigned, have agreed to release any and all claims and liens which the undersigned has, or might have, against the DISTRICT, or said Facilities by reason of services, labor, materials and equipment performed or furnished by us in connection with the Project;

NOW THESE PRESENTS WITNESS that the undersigned, in consideration of the premises herein, and of the sum of One Dollar (\$1.00) in hand paid by DISTRICT, at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, remises, releases and forever quitclaims, and by these presents does remise, release and forever quitclaim, unto DISTRICT, its successors and assigns, any and all manner of liens, claims and/or demands whatsoever which the undersigned now has, or might or could have, on or against the Facilities, or DISTRICT for work done, for services performed or furnished or for equipment or materials furnished in connection with the Project installation. It is the intent of this Release that DISTRICT, its successors and assigns, shall and may hold, have, use and enjoy the Facilities free and discharged from all liens and demands whatsoever which the undersigned now has, or might or could have, against the same if these presents had not been made.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the ____ day of _____, 20____ written.

(SEAL) _____
CONSULTANT

Dated: _____ By: _____

Title: _____

I, _____, duly authorized representative of _____, designated as CONSULTANT in the above-referenced Agreement, do hereby state that the parties whose names are signed to the attached releases, Documents 1 through _____, are all of the parties who have performed or furnished labor, services, materials, or equipment in connection with the construction of the Facilities mentioned above, excepting only such materials as may have been furnished by DISTRICT.

Dated: _____

Duly Authorized

Sworn to and subscribed before me, a Notary Public, this _____ day of _____, 20____.

(SEAL) _____
Notary Public

SUBCONTRACTOR's OR SUBCONSULTANT's
RELEASE OF LIENS AND CLAIMS

WHEREAS, the undersigned, has installed or performed or furnished labor, services, materials, and/or equipment for the installation of the Project entitled _____, (the "Project"), installed pursuant to a written agreement dated _____, 19____, between the _____, having an office at _____, hereinafter called DISTRICT and, _____, having an office at _____, hereinafter called CONSULTANT, at or on real estate owned by DISTRICT and described and located as follows:

WHEREAS, the undersigned, has agreed to release any and all claims and liens which the undersigned has, or might have, against DISTRICT or Facilities by reason of the services, labor, materials and equipment performed or furnished by the undersigned in connection with the Project;

NOW THESE PRESENTS WITNESS that the undersigned, in consideration of the premises herein, and of the sum of One Dollar (\$1.00) in hand paid by DISTRICT, at and before the sealing and delivery hereof, (the receipt and sufficiency of which are hereby acknowledged), remises, releases and forever quitclaims and by these _____ presents do remise, release and forever quitclaim, unto DISTRICT, its successors and assigns, any and all manner of liens, claims and/or demands whatsoever which the undersigned now has, or might or could have, on or against the Facilities, or OWNER for work done, for services performed or furnished or for equipment or materials _____ furnished in connection with the Project installation. It is the intent of this Release that DISTRICT, its successors and assigns shall and may hold, have, use and enjoy the Facilities free and discharged from all liens and demands whatsoever which the undersigned now has, or might or could have against the same if these presents had not been made.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the _____ day of _____, 20____ written.

(SEAL)

(Company Name)

DATED: [_____] By: _____
Title: _____

Sworn to and subscribed before me, a Notary Public, this _____ day of
_____, 20__.

(SEAL)

Notary Public

Page 1 of 1

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND [CONSULTANT]
FOR [PROJECT NAME]

AMENDMENT NO. []

Article II - Scope of Services shall be [DESCRIPTION OF ADDITIONAL OR MODIFIED SCOPE OF SERVICES].

Article IV - Schedule shall be amended by a [] week extension.

Article IX - Payment shall be amended by a lump sum (or not-to-exceed if time and expense contract) amount of [\$]. *(NOTE: IF TIME AND EXPENSE CONTRACT, TASK ORDER MUST BE ACCOMPANIED BY ENGINEER'S MOST CURRENT SCHEDULE OF CHARGES.)*

All other articles of the [DATE] AGREEMENT FOR ENGINEERING SERVICES remain the same.

OWNER and ENGINEER have caused this Agreement to be amended by representatives duly authorized to act, all as of the effective date of [].

Prepared by: _____ Date _____
(DISTRICT REPRESENTATIVE)

ENGINEER
[Name of consulting firm]

OWNER
Marina Coast Water District

By _____

By _____

Title _____

Title: Deputy General Manager

Date _____

Date _____

Marina Coast Water District
Agenda Transmittal

Agenda Item: 6-B

Meeting Date: July 30, 2019

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Receive and Approve the District's 2019 Capital Financing Plan

Staff Recommendation: The Board receive a presentation on the District's 2019 Capital Financing Plan (the Plan) and approve the Plan.

Background: *5-Year Strategic Plan, Goal No. 4 – To manage the District's finances in the most effective and fiscally responsible manner.*

In January 2018, the Board adopted Resolution No. 2018-04 approving the District's 2018 Five-Year Water and Wastewater Rate Study. The Study indicated that the District would need to issue debt in order to meet capital needs over the course of the five years FY 2018-2019 through FY 2022-2023.

Discussion/Analysis: Since the completion of the 2018 Rate Study, the District has been updating its water, wastewater and recycled water master plans through AKEL Engineering. Based on the draft updated master plans that were previously presented to the Board, the FY 2019-2020 Capital Equipment Budget and the Generator Project, the District's capital funding needs are approximately \$23 million.

Fieldman Rolapp & Associates (FRA), the District's financial advisor, has worked with staff in developing a capital financing plan in order for the District to fund the projected \$23 million in capital costs over the next three years. Mr. Robert Porr, Senior Vice President, will provide a presentation of the Plan and the funding options within the Plan.

Environmental Review Compliance: None required.

Financial Impact _____ Yes No Funding Source/Recap: None

Other Considerations: None.

Material Included for Information/Consideration: None.

Action Required: _____ Resolution Motion _____ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Marina Coast Water District
Agenda Transmittal

Agenda Item: 6-C

Meeting Date: July 30, 2019

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-53 to Authorize the District to Issue Revenue Bonds to Finance up to \$23,000,000 of Capital Projects with Jones Hall as Bond Counsel, Fieldman Rolapp & Associates as Financial Advisor, and Proceed with a Request for Proposals for Underwriting Services for the Transaction

Staff Recommendation: The Board authorize the District to issue up to \$23 million of revenue bonds with Jones Hall as bond counsel, Fieldman Rolapp & Associates as financial advisor and direct staff to issue an RFP for underwriting services for the transaction.

Background: *5-Year Strategic Plan, Goal No. 4 – To manage the District's finances in the most effective and fiscally responsible manner.*

In January 2018, the Board adopted Resolution No. 2018-04 approving the District's 2018 Five-Year Water and Wastewater Rate Study. The Study indicated that the District would need to issue debt in order to meet capital needs over the course of the five years FY 2018-2019 through FY 2022-2023. The Study indicated that the District would need approximately \$12.1 million to meet the capital needs based on the projected net revenues, reserve levels, bond covenants for the District's various debt instruments and capital improvement needs based on the 2018 Five-year Capital Improvement Plan.

Discussion/Analysis: Since the completion of the 2018 Rate Study, the District has been updating its water, wastewater and recycled water master plans through AKEL Engineering. Based on the updated Five-year Capital Improvement plan that was approved by the Board on June 25, 2019, the FY 2019-2020 Capital Equipment Budget (also approved in June) and the additional Generator Project presented this evening, the District would need approximately \$19.5 million to meet its capital funding needs. However, based on the draft updated master plans that were previously presented to the Board, the District's capital funding needs are approximately \$23 million.

Mr. Charles Adams of Jones Hall has been the District's bond counsel on the 2006, 2010 and 2015 bond issuances and has provided outstanding service to the District in these matters. Mr. Adams has also provided counsel for the State Revolving Loan (SRF) financing of the Regional Urban Water Augmentation Projects (RUWAP). Staff therefore recommends that the District retain Jones Hall as bond counsel for this transaction.

A financial advisor is necessary for a transaction of this size to provide advice on structure of the transaction, review legal and disclosure documentation and provide independent pricing evaluation. The District renewed its contract with Fieldman Rolapp & Associates in June 2019 to provide financial advisory services to the District.

An underwriter is a dealer which purchases a new issue of municipal securities in a guaranteed amount, for a guaranteed price with the intention to resell the bonds to investors. Because the

District has not issued bonds since 2015, it currently holds no relationship with an underwriting firm and therefore it is necessary to issue an RFP to obtain underwriting services for this transaction.

Environmental Review Compliance: None required.

Financial Impact Yes No Funding Source/Recap: The cost of issuance of the bonds will be funded through the bond proceeds at time of issuance based on each cost center's proportion of projects designated for funding.

The following chart represents each cost centers estimated amount of capital costs to be financed with bonds:

Cost Center	Master Plan CIP	Capital Equipment	Generator Project	Total
Marina Water	\$ 4,672,237.00	\$ 155,940.00	\$ 236,700.00	\$ 5,064,877.00
Marina Sewer	\$ 1,517,028.00	\$ 176,220.00	\$ 352,450.00	\$ 2,045,698.00
Ord Water	\$ 8,876,740.00	\$ 438,660.00	\$ 739,150.00	\$ 10,054,550.00
Ord Sewer	\$ 5,358,403.00	\$ 236,180.00	\$ 171,700.00	\$ 5,766,283.00
Grand Total	\$ 20,424,408.00	\$ 1,007,000.00	\$ 1,500,000.00	\$ 22,931,408.00

Other Considerations: It is important to note that services provided by the underwriter and bond counsel are paid only if the transaction is completed.

Material Included for Information/Consideration: None required.

Action Required: Resolution Motion Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

July 30, 2019

Resolution No. 2019-53
Resolution of the Board of Directors
Marina Coast Water District

Authorize the District to Issue Revenue Bonds to Finance up to \$23,000,000 of Capital Projects with Jones Hall as Bond Counsel, Fieldman Rolapp & Associates as Financial Advisor and Proceed with a Request for Proposals (RFP) for Underwriting Services for the Transaction

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a special meeting duly called and held on July 30, 2019 at 11 Reservation Road, Marina, California.

WHEREAS, in January 2018, the Board adopted Resolution No. 2018-04 approving the District’s 2018 Five-year Water and Wastewater Rate Study which indicated that the District would need to issue debt in order to meet capital needs over the course of the five years FY 2018-2019 through FY 2022-2023; and,

WHEREAS, the District has been updating its water, wastewater and recycled water master plans through AKEL Engineering which indicates the need to fund a capital program of \$23,000,000 which includes FY 2019-2020 capital equipment budget of \$1,007,000 and an additional generator project of \$1,500,000; and,

WHEREAS, Mr. Charles Adams of Jones Hall served as the District’s bond counsel on the 2006, 2010 and 2015 bond issuances and will be retained as bond counsel for this transaction; and,

WHEREAS, Fieldman Rolapp & Associates who served as the District’s financial advisor on the 2015 bond issuance and is retained as the District’s financial advisor will serve as financial advisor for this transaction; and,

WHEREAS, because an underwriter is necessary for this transaction to market the bonds prior to issuance, buy the bonds at a guaranteed amount, for a guaranteed price and resell them to bond investors, the District needs to issue an RFP for these services on the transaction.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager to finance the District’s capital program with revenue bonds in an amount up to \$23,000,000 with Jones Hall as bond counsel, Fieldman Rolapp & Associates as financial advisor and to issue a Request for Proposals (RFP) for an underwriter for the transaction.

PASSED AND ADOPTED on July 30, 2019, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-53 adopted July 30, 2019.

Keith Van Der Maaten, Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 6-D

Meeting Date: July 30, 2019

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-54 to Declare Intention to Reimburse Expenditures Relating to Water and Wastewater Projects and Certain Capital Equipment from the Proceeds of Tax-Exempt Revenue Bonds

Staff Recommendation: The Board declare its intention to reimburse expenditures relating to water and wastewater projects and certain capital equipment from the proceeds of tax-exempt revenue bonds.

Background: *5-Year Strategic Plan, Goal No. 4 – To manage the District’s finances in the most effective and fiscally responsible manner.*

Discussion/Analysis: This evening Fieldman Rolapp & Associates (FRA) presented a capital financing plan. The plan is to issue revenue bonds to fund the capital improvement plan for fiscal years’ 2019-2020, 2020-2021 and 2021-2022 as it is a requirement to use bond proceeds within three years of receipt. Mr. Robert Porr, Senior Vice President of FRA, presented the capital financing plan that recommended the issuance of tax-exempt revenue bonds with a timeline that completes the transaction in November 2019. However, project costs will be incurred prior to November as that is five months into the fiscal year and therefore requires the use of reserve funds in order to cash-flow those costs prior to receipt of bond proceeds.

By adopting a reimbursement resolution, the Board will preserve the District’s ability to reimburse itself out of bond proceeds for project costs and capital equipment costs incurred before the issuance of the bonds. While under federal tax law, there is no limitation on reimbursement for preliminary costs such as planning, design and other soft costs and therefore does not require a reimbursement resolution, it is a requirement in order for the District to be reimbursed for construction costs and capital equipment purchases. Resolution No. 2019-54 will enable the District to reimburse itself with bond proceeds up to \$10 million in construction costs and equipment purchases which is sufficient for any hard costs incurred by the District that may occur from now through November 2019. There is no limitation for reimbursement of soft costs.

Environmental Review Compliance: None required.

Financial Impact _____ Yes X No Funding Source/Recap: None

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2019-54.

Action Required: X Resolution _____ Motion _____ Review
(Roll call vote is required.)

Board Action

Motion By: _____ Seconded By: _____ No Action Taken: _____

Ayes: _____

Abstained: _____

Noes: _____

Absent: _____

July 30, 2019

Resolution No. 2019-54
Resolution of the Board of Directors
Marina Coast Water District

To Declare Intention to Reimburse Expenditures Relating to Water and Wastewater Projects
From the Proceeds of Tax-Exempt Revenue Bonds

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a special meeting duly called and held on July 30, 2019 at 11 Reservation Road, Marina, California.

WHEREAS, the Board of Directors of the Marina Coast Water District (the “District”) is proceeding to construct various improvements to the water and wastewater systems of the District, including construction of gravity main and force main improvements, lift station improvements, corporation yard improvements and miscellaneous improvements including certain capital equipment and the acquisition and installation of 8 generators (collectively, the “Projects”); and,

WHEREAS, in order to provide funds to finance the Projects, the Board of Directors intends to issue and sell its tax-exempt bonds or certificates of participation which are payable from enterprise revenues of the District (the “Bonds”); and,

WHEREAS, in order to use the proceeds of the Bonds to reimburse advances made by the District for the Projects before the date of issuance of the Bonds, but not more than 60 days before the date of adoption of this Resolution, Section 1.150-2 of the United States Income Tax Regulations requires that Board of Directors declare its intention to reimburse such advances from the proceeds of the Bonds; and,

WHEREAS, it is in the public interest and for the public benefit that the District declare its official intent to reimburse the expenditures referenced herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MARINA COAST WATER DISTRICT AS FOLLOWS:

Section 1. Declaration of Intent. The Board of Directors hereby declares that it reasonably expects to issue the Bonds and to use a portion of the proceeds thereof to reimburse expenditures made by the District for the Projects before the date of issuance of the Bonds, and not more than 60 days before the date of adoption of this Resolution.

Section 2. Principal Amount of Bonds. The Bonds shall be issued in an aggregate principal amount which is sufficient to raise funds for the Projects in the approximate amount of \$10 million, which amount does not include preliminary costs which are paid for the Projects. The exact principal amount of the Bonds shall be determined based upon the final estimated costs of the Projects, the availability of other funds to provide financing for the Projects, and other factors which shall be considered by the Board of Directors when the Bonds are authorized to be issued and sold.

Section 3. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED on July 30, 2019, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-54 adopted July 30, 2019.

Keith Van Der Maaten, Secretary