



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

GAIL MORTON
President

JAN SHRINER
Vice President

HERBERT CORTEZ
BRAD IMAMURA
THOMAS P. MOORE

Agenda

**Regular Board Meeting, Board of Directors
Marina Coast Water District**

and

**Regular Board Meeting, Board of Directors
Marina Coast Water District Groundwater Sustainability Agency
Hybrid Meeting**

920 2nd Avenue, Suite A, Marina, California

and

Zoom Teleconference

Monday, January 22, 2024, 6:00 p.m. PST

Staff and Board members will be attending the January 22, 2024 meeting in person. Members of the public may attend the Board meeting in person or can continue to attend remotely via Zoom conference.

Persons who are participating via telephone will need to press *9 to be acknowledged for comments. Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Public comment on the action item can also be submitted in writing to Paula Riso at priso@mcwd.org by 9:00 am on Monday, January 22, 2024; such comments will be distributed to the MCWD Board before the meeting.

This meeting may be accessed remotely using the following Zoom link:

<https://us02web.zoom.us/j/84872010758?pwd=Y2EySDFmTC9OOHhpYmJNZlBmMkNRQT09>

Passcode: 477226

To participate via phone: 1-669-900-9128; Meeting ID: 848 7201 0758 Passcode: 477226

Our Mission: We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.

1. Call to Order

2. Roll Call

3. 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. Disruptive behavior may result in removal of the individual responsible.*

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 District offices at 11 Reservation Road, and 920 2nd Avenue, Suite A, Marina. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Thursday, January 18, 2024. 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: 831-883-5931.

4. Closed Session

- A. Pursuant to Government Code 54956.9
Conference with Legal Counsel – Existing Litigation
Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Party in Interest), Monterey County Superior Court Case No. 19CV003305 (Petition for Writ of Mandate and Complaint for Injunctive Relief); Sixth District Court of Appeals Case Nos. H049146 and H049170
- B. Pursuant to Government Code 54956.9(d)(2)
Conference with Legal Counsel – Threat of Potential Litigation
One Potential Case

5. 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.*

6. Pledge of Allegiance

7. 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. Disruptive behavior may result in removal of the individual responsible.*

8. Presentation

- A. [Adopt Resolution No. 2024-01 in Recognition and Appreciation of Director Jan Shriner's Outstanding Service as Board President from December 2021 through December 2023](#)
(Page 1)

9. [Consent Calendar](#)

- A. [Receive and File the Check Register for the Month of December 2023](#)
(Page 7)
- B. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of December 18, 2023](#)
(Page 15)
- C. [Approve the Draft Minutes of the Special Joint Board/GSA Meeting of December 28, 2023](#)
(Page 22)
- D. [Receive the 4th Quarter 2023 MCWD Water Consumption Report](#)
(Page 25)
- E. [Receive the 4th Quarter 2023 Sewer Flow Report](#)
(Page 30)
- F. [Receive a Status Report Update on Current Capital Improvement Projects](#)
(Page 35)

- G. [Receive the Validated 2022 Water Loss Report and 2022 Level 1 Validation Review Documents](#)
(Page 47)
- H. [Adoption of Resolution No. 2024-02 to Adopt the FY 2023-2024 Updates to the District Investment Policy](#)
(Page 56)
- I. [Consider Adoption of Resolution No. 2024-03 to Approve a Project Manager Classification Series Including Project Manager I, Project Manager II, and Senior Project Manager, Job Descriptions, and Salary Ranges](#)
(Page 68)
- J. [Adopt Resolution No. 2024-04 to Authorize a Professional Services Agreement with Schaaf & Wheeler for the Design of the Tate Park Lift Station – MS-2401](#)
(Page 78)
- K. [Adopt Resolution No. 2024-05 to Authorize a Professional Services Agreement with Schaaf & Wheeler for the Design of Tank B-2 – GW-0123](#)
(Page 109)
- L. [Adopt Resolution No. 2024-06 to Authorize a Professional Services Agreement to CSG Engineering, Inc. for On-Call Development Support Services: Development Review](#)
(Page 141)

10. 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.*

- A. [Adopt Resolution No. 2024-07 to Authorize a Professional Services Agreement with Schaaf & Wheeler for Engineering Services During Construction for the A1/A2 Reservoirs and B/C Booster Pump Station Project – GW-0112](#)
(Page 173)
- B. [Adopt Resolution No. 2024-08 to Award a Contract to Calcon Systems Inc. for the Programmable Logic Controller Replacement Project Phase 1 and Amend the FY 2023-2024 Budget – WD-2403](#)
(Page 202)
- C. [Receive the Marina Coast Water District FY 2023-2024 Mid-Year Report and Adopt Resolution No. 2024-09 to Amend the Capital Improvement Projects Budget to Adjust Funding for A1/A2 Reservoir and B/C Booster Station Project, Well 12 Project, Solar Array Project, and the Gigling and Ord Village Lift Station/Force Main Projects](#)
(Page 211)

11. Informational Items *Informational items are normally provided in the form of a written report or verbal update and may not require Board action. The public may address the Board on Informational Items as they are considered by the Board. Please limit your comments to four minutes.*

- A. General Manager's Report

B. Committee and Board Liaison Reports

1. Budget and Engineering Committee
2. Executive Committee
3. Community Outreach Committee
4. MCWD/SVBGSA Steering Committee

12. Board Member Requests for Future Agenda Items

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

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

Regular Meeting: Tuesday, February 20, 2024, 6:00 p.m.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-A

Meeting Date: January 22, 2024

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Consider Adoption of Resolution No. 2024-01 in Recognition and Appreciation of Director Jan Shriner’s Outstanding Service as Board President from December 2021 through December 2023

Staff Recommendation: Approve Resolution No. 2024-01 recognizing and appreciating Director Jan Shriner for her outstanding and dedicated service as Board President over the last three years.

Background: *Strategic Plan, Mission Statement – We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.*

Director Shriner was first elected to the Board of Directors on November 2, 2010. Since that time, she has contributed significantly to the success of the District by serving on many of the Board Committees over the years. Prior to her latest tenure as Board President, Director Shriner served as Board Vice President in 2013, 2018, 2019, and 2020, and Board President in 2021, 2022, 2023. She is currently serving as Vice President for 2024.

Discussion/Analysis: The Board of Directors would like to express its sincere appreciation to Director Shriner for her unselfish commitment and dedication to our community. Her strong and considerate leadership, in support of the District’s mission and policy governance reflects upon her great credit. During her tenure as Board President, she was stalwart in ensuring the consideration of all points of view and was resolved to protect the decision-making process of the Board. It is with special note that Director Shriner is the first woman to be elected as President of the Board.

Director Shriner ruddered the Board through the chaos of the unprecedented Covid 19 pandemic that continued through 2022. Director Shriner led the Board to many other accomplishments, guided the District through several major events which included the hiring of a new General Manager; the construction of the A1/A2 Reservoir Tanks; adopting new recycled water rates; moving the District into 100% renewable energy to reduce greenhouse emissions; expanded the District’s reserves by roughly \$17M dollars with balanced budgets; and, the District becoming a Blue Zones Organization.

Director Shriner is a constant advocate for making sure the public is included and involved in District activities, including Board and Committee meetings. She is a strong supporter of the District and has made it her goal to improve public relations and public preconception with regards to the District. These objectives have been met as proven by the District’s customer service survey and the general tenor of media discourse concerning the District and its activities.

Again, the Board of Directors would like to express its sincere appreciation to Director Shriner for her commitment and dedication to our community.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Action: Not applicable.

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

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2024-01.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

January 22, 2024

Resolution No. 2024-01
Resolution of the Board of Directors
Marina Coast Water District
Recognizing Director Jan Shriner’s Outstanding Service as Board President from
December 2021 through December 2023

RESOLVED by the Board of Directors (“Board”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on January 22, 2024, at 920 Second Avenue, Suite A, Marina, California as follows:

WHEREAS, Director Shriner was elected to serve on the Board of Directors on November 2, 2010 and has contributed significantly to the District by serving on many of the Board Committees over the years. Director Shriner served as Board Vice President in 2013, 2018, 2019, and 2020, Board President in 2021, 2022, 2023, and currently serving as Vice President for 2023; and,

WHEREAS, Director Shriner’s has exhibited unselfish commitment, dedication, and strong leadership in support of the mission and policy governance of the District during her tenure as Board President and ruddered the Board through the chaos of the unprecedented Covid 19 pandemic that continued through 2022; and,

WHEREAS, Director Shriner also led the Board to many other accomplishments; guided the District through several major events which included the hiring of a new General Manager; the construction of the A1/A2 Reservoir Tanks; adopting new recycled water rates; moving the District into 100% renewable energy to reduce greenhouse emissions; expanded the District’s reserves by roughly \$17M dollars with balanced budgets; and, the District becoming a Blue Zones Organization.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby express its most sincere gratitude and commends Director Shriner for her outstanding leadership and dedicated service as President of the Board from December 2021 to December 2023.

PASSED AND ADOPTED on January 22, 2024, 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 _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, 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. 2024-01 adopted January 22, 2024.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9

Meeting Date: January 22, 2024

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Consent Calendar

Staff Recommendation: Approve the Consent Calendar as presented.

Background: *Strategic Plan, Mission Statement – We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.*

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of December 2023
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of December 18, 2023
- C) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of December 28, 2023
- D) Receive the 4th Quarter 2023 MCWD Water Consumption Report
- E) Receive the 4th Quarter 2023 MCWD Sewer Flow Report
- F) Receive a Status Report Update on Current Capital Improvement Projects
- G) Receive the Validated 2022 Water Loss Report and 2022 Level 1 Validation Review Documents
- H) Adoption of Resolution No. 2024-02 to Adopt the FY 2023-2024 Updates to the District Investment Policy
- I) Consider Adoption of Resolution No. 2024-03 to Approve a Project Manager Classification Series Including Project Manager I, Project Manager II, and Senior Project Manager, Job Descriptions, and Salary Ranges
- J) Adopt Resolution No. 2024-04 to Authorize a Professional Services Agreement with Schaaf & Wheeler for the Design of the Tate Park Lift Station – MS-2401
- K) Adopt Resolution No. 2024-05 to Authorize a Professional Services Agreement with Schaaf & Wheeler for the Design of Tank B-2 – GW-0123
- L) Adopt Resolution No. 2024-06 to Approve an On-Call Agreement with CSG for Inspection Services

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

Legal Counsel Review: See individual transmittals.

Climate Action: Not applicable.

Other Considerations: The Board of Directors can approve these items together or they can pull them separately for discussion.

Material Included for Information/Consideration: Check Register for December 2023; draft minutes of December 18, 2023; draft minutes of December 28, 2023; 10-Year Comparison Annual Consumption Reports; average daily and monthly sewer flow reports; Validated 2022 Water Loss Report; Resolution No. 2024-02; Revised Investment Policy; Resolution No. 2024-03; Project Manager Job Description; Resolution No. 2024-04; PSA for Schaaf & Wheeler for the Tate Park Lift Station design; Resolution No. 2024-05; PSA for Schaaf & Wheeler for Tank B-2 design; Resolution No. 2024-06; and, On-Call Agreement with CSG for Inspection Services.

Action Required: _____Resolution X Motion _____Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-A

Meeting Date: January 22, 2024

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Receive and File the Check Register for the Month of December 2023

Staff Recommendation: Receive and file the December 2023 expenditures totaling \$2,574,306.65.

Background: *Strategic Plan, Objective No. 3 – Our objective is to manage public funds to assure financial stability, prudent rate management and demonstrate responsible stewardship. Our fiscal strategy is to forecast, control and optimize income and expenditures in an open and transparent manner. We will efficiently use our financial resources to assure availability to fund current and future demands.*

Discussion/Analysis: These expenditures were paid in December 2023 and the Board is requested to receive and file the check register.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: ___ Yes ___ X No **Funding Source/Recap:** Expenditures are allocated across the six cost centers; 01-Marina Water, 02-Marina Sewer, 03- Ord Water, 04-Ord Sewer, 05-Recycled Water, 06-Regional Water.

Other Consideration: None.

Material Included for Information/Consideration: December 2023 Summary Check Register.

Action Required: ___ Resolution ___ X Motion ___ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

DECEMBER 2023 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
12/04/2023	ACH	Friedman & Springwater LLP	58,020.00
12/04/2023	74601 - 74633	Check Register	671,739.29
12/13/2023	74634 - 74647	Check Register	56,483.07
12/18/2023	74648 - 74695	Check Register	1,032,712.84
12/21/2023	74696 - 74745	Check Register	92,204.43
12/05/2023	501595 - 501597	Check Register	54,494.94
12/08/2023	ACH	Payroll Direct Deposit	133,322.30
12/08/2023	ACH	CalPERS	32,923.38
12/08/2023	ACH	Empower Retirement	13,793.02
12/08/2023	ACH	Internal Revenue Service	49,765.63
12/08/2023	ACH	State of California - EDD	11,360.51
12/08/2023	ACH	WageWorks, Inc.	910.33
12/08/2023	501598	Check Register	599.00
12/18/2023	501599 - 501610	Check Register	118,289.78
12/20/2023	501611 - 501612	Board Compensation Checks and Direct Deposit	415.57
12/20/2023	ACH	Internal Revenue Service	68.86
12/22/2023	ACH	Payroll Direct Deposit	137,358.05
12/22/2023	ACH	CalPERS	34,240.80
12/22/2023	ACH	Empower Retirement	12,132.38
12/22/2023	ACH	Internal Revenue Service	50,878.47
12/22/2023	ACH	State of California - EDD	11,683.67
12/22/2023	ACH	WageWorks, Inc.	910.33
TOTAL DISBURSEMENTS			<u>2,574,306.65</u>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	11/06/2023	12/04/2023	Friedman & Springwater LLP	Legal Services 10/2023	58,020.00
74601	09/30/2023	12/04/2023	Schaaf & Wheeler	Castroville Pipeline - Update GIS Figure, Coordination for Design Surveying; Pipeline Maps for Aquifer Storage/ Recovery Area in General Jim Moore Blvd; Pilot Desalination Plant RFI Response; Updates to District System Maps; Assessment of Potential Connection to PWM/ RUWAP System - Well 12; Developers (Campus Town, Dunes 1B Promenade, Dunes 2 North, Dunes 2 West, Enclave Phase 3, Marina Station)	38,511.80
74602	11/16/2023	12/04/2023	Rauch Communication Consultants, Inc.	Public Relations 07/2023 - 10/2023	24,298.96
74603	11/01/2023	12/04/2023	SWRCB - DWOCP	Grade III Water Distribution Certification Renewal - (2) O&M	180.00
74604	11/07/2023	12/04/2023	Monterey One Water	Ground Water Replenishment - Billing for Usage 10/2023	83,903.42
74605	11/06/2023	12/04/2023	Harris & Associates	Developers (CHISPA East Garrison Apartments, Dunes 1B Promenade, Dunes 2 East, Dunes 2 North, Dunes 2 West, Enclave Phase 3, Home2 Suites, Terracina/ University Villages 2 (2nd Ave), VTC Lightfighter Village)	30,342.95
74606	11/08/2023	12/04/2023	Shape Incorporated	(2) Grommet Kits - Ord Village LS; (5) Flygt Pumps - Airport LS, Wittenmyer LS, Carmel LS	73,074.54
74607	10/01/2023	12/04/2023	California Special Districts Association	2024 Membership Renewal	9,125.00
74608	10/23/2023	12/04/2023	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	175.72
74609	10/17/2023	12/04/2023	Wallace Group	Developer (Wathen-Castanos Homes)	20,187.52
74610	10/25/2023	12/04/2023	Calcon Systems, Inc.	SCADA Upgrade - Phase 1 09/2023; 100 HP Variable Frequency Drive - D Booster	104,849.10
74611	11/27/2023	12/04/2023	Daiohs USA	Coffee Supplies	402.10
74612	11/21/2023	12/04/2023	Marina Tire & Auto Repair	Oil Change - Vehicles 1801, 1304, 1702	267.62
74613	11/07/2023	12/04/2023	Richards, Watson & Gershon	Legal Services 10/2023	98,460.45
74614	11/25/2023	12/04/2023	U.S. Bank National Association	Beach/ IOP Office Copier Leases 11/10 - 12/19	562.66
74615	11/15/2023	12/04/2023	Remy Moose Manley, LLP	Legal Services 10/2023	53,097.00
74616	10/12/2023	12/04/2023	Griffith, Masuda & Hobbs	Legal Services 09/2023	30,206.76
74617	11/08/2023	12/04/2023	Aleshire & Wynder, LLP	Legal Services 10/2023	907.50
74618	11/30/2023	12/04/2023	Iron Mountain, Inc.	Shredding Service 11/2023	304.37
74619	09/20/2023	12/04/2023	Irrigation Association	2024 Certification Renewal	75.00
74620	10/24/2023	12/04/2023	Psomas	Construction Management - A1/A2 Tanks B/C Booster; Construction Management/ Inspection - Ord Village LS	32,372.41
74621	11/25/2023	12/04/2023	WEX Bank	Fleet Gasoline 11/2023	5,996.82
74622	10/31/2023	12/04/2023	AutoZone Parts, Inc.	Auto/ General Supplies	128.15
74623	11/21/2023	12/04/2023	Int'l Council for Local Environmental Initiatives	Climate Action Plan Association Membership 12/2023 - 11/2024	1,200.00
74624	11/06/2023	12/04/2023	Zanjero, Inc.	Communication/ Internet Infrastructure Investigations; MIW Outfall/ PWM Agreements, Supply Options Analysis; Power Generation/ Delivery Investigations; Water Supply Investigations Phase 2; Preliminary Design/ Permitting - RDP Comprehensive Improvements, Reservation Rd Desal Plant 10/2023	52,192.50

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74625	12/01/2023	12/04/2023	The Ferguson Group, LLC	Grant Writing and Legislative Advocacy 12/2023	1,700.00
74626	11/08/2023	12/04/2023	HPS West, Inc.	(3) 2" MS Multi-Jet Meters with Allegro Register; 4" Octave Meter, Encoder Module, Allegro Pit Unit - Home2 Suites	6,196.56
74627	11/13/2023	12/04/2023	U-Rock Utility Equipment, Inc.	Motherboard Replacement - Sewer Camera	1,860.56
74628	10/20/2023	12/04/2023	T-Mobile	Cellular Services 08/19 - 09/18	370.23
74629	11/07/2023	12/04/2023	Office Depot Business Credit	Office Supplies	289.59
74630	11/27/2023	12/04/2023	Conservation Rebate Program	483 Russell Way - Washer Rebate	150.00
74631	11/28/2023	12/04/2023	Conservation Rebate Program	182 Bataan Rd - Washer Rebate	100.00
74632	11/28/2023	12/04/2023	Conservation Rebate Program	653 Wahl Ct - Washer Rebate	100.00
74633	11/30/2023	12/04/2023	Conservation Rebate Program	420 Combs Ct - Washer Rebate	150.00
74634	11/03/2023	12/13/2023	CSC of Salinas	General Operations/ Maintenance Supplies	102.28
74635	11/03/2023	12/13/2023	American Supply Company	Janitorial Supplies	129.34
74636	11/14/2023	12/13/2023	M&M Backflow & Meter Maintenance	Field Testing - (15) Large Water Meters	3,525.00
74637	12/07/2023	12/13/2023	McGrath Rent Corp.	Locker Room Trailer Rental - Ord Office 12/2023	7,286.98
				(55) Backpack Coolers - All Staff; 2023 Activate Springbrook Conference Hotel - Director of Administrative Services; 2023 Cybersecurity Education Summit Hotel - IT Administrator; 2024 CSMFO Conference, Hotel - Director of Administrative Services; Antenna Extender - Gigling LS; IT Reference Materials; DOT Random Drug Testing Program - (15) O&M; GIS for Water and Wastewater Utilities Webinar - Engineering Technician; Picnic Table, Patio Chair - IOP Office Garden; Preventative Maintenance - (2) Handheld Radio Repeaters; Refreshments/ Meals, Van Rental - Special Board Meeting/ Tour; Water Utility Cost of Service, Rate Design Webinar - Director of Administrative Services; Cloud Hosted Server - CityWorks/ ESRI; SCADA Internet Service; General Supplies	
74638	11/06/2023	12/13/2023	U.S. Bank Corporate Payment Systems	Server - CityWorks/ ESRI; SCADA Internet Service; General Supplies	15,324.17
74639	11/29/2023	12/13/2023	ICONIX Waterworks (US), Inc.	General Operations/ Maintenance Supplies	623.70
74640	11/13/2023	12/13/2023	Access Monterey Peninsula, Inc.	Filming and Production 11/2023	460.00
74641	12/01/2023	12/13/2023	Aleshire & Wynder, LLP	Legal Services 11/2023	110.00
74642	11/30/2023	12/13/2023	Peninsula Messenger LLC	Courier Service 12/2023	258.00
74643	12/01/2023	12/13/2023	Pure Janitorial, LLC	Janitorial Service - BLM 11/2023	1,900.00
74644	12/04/2023	12/13/2023	EKI Environment & Water, Inc.	Monterey Subbasin Groundwater Sustainability Plan Implementation 10/2023	17,571.25
74645	09/12/2023	12/13/2023	Zanjero, Inc.	CIP Tool/ Programming Services Support 08/2023	6,400.00
74646	11/27/2023	12/13/2023	Interstate Battery of San Jose	General Operations/ Maintenance Supplies	221.54
74647	12/06/2023	12/13/2023	Customer Service Refund	Refund Check - 18063 McDowell St	2,570.81
74648	12/01/2023	12/18/2023	PG&E	Gas and Electric Service 11/2023	101,226.41
74649	10/26/2023	12/18/2023	Grainger	General Operations/ Maintenance Supplies	50.17
74650	12/13/2023	12/18/2023	Area Communications	Answering Service 10/18 - 12/12	744.99

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74651	10/31/2023	12/18/2023	Schaaf & Wheeler	Construction Phase - A1/A2 Tanks B/C Booster; Developers (Campus Town, Dunes 1B Promenade, Dunes 2 North, Dunes 2 West, Dunes Brass Tap, Enclave Phase 3, Seaside B&B Resort)	32,031.57
74652	10/31/2023	12/18/2023	Monterey Regional Waste Management District	Miscellaneous Refuse Disposal - O&M Yard	336.42
74653	11/09/2023	12/18/2023	Monterey Peninsula Engineering	Ord Village/ Gigling LS - Construction Pmt #23	28,791.72
74654	12/05/2023	12/18/2023	MBS Business Systems	Copier Maintenance 11/06 - 02/05	1,633.33
74655	11/21/2023	12/18/2023	Monterey Bay Analytical Services	Laboratory Testing	2,265.00
74656	11/30/2023	12/18/2023	Monterey One Water	Sewer Treatment Charge 11/2023 - 12/2023	388.50
74657	11/18/2023	12/18/2023	Verizon Wireless	Cell Phone Service 11/2023	747.05
74658	11/14/2023	12/18/2023	Anderson Pacific Engineering Construction, Inc.	A1/A2 Tanks B/C Booster - Construction Pmts 21, 23, 24	496,578.32
74659	12/05/2023	12/18/2023	Harris & Associates	Developers (Dunes 1B Promenade, Dunes 2 East, Dunes 2 North, Dunes 2 West, Terracina/ University Villages 1 (Imjin), Terracina/ University Villages 2 (2nd Ave), VTC Lightfighter Village)	52,877.90
74660	12/08/2023	12/18/2023	Orkin Franchise 925	Pest Control - BLM 12/2023	110.00
74661	09/26/2023	12/18/2023	Maggiore Bros Drilling	1 gal Oil Reservoir plus Installation - Well 12	2,045.00
74662	11/01/2023	12/18/2023	Core & Main LP	General Operations/ Maintenance Supplies	587.54
74663	11/30/2023	12/18/2023	DataProse, LLC	Customer Billing Statements 11/2023	6,057.36
74664	11/09/2023	12/18/2023	SWRCB	A1/A2 Tanks Construction Permit Fee 07/01/23 - 06/30/24	1,000.40
74665	11/09/2023	12/18/2023	SWRCB	Ord Village LS FM Construction Permit Fee 07/01/23 - 06/30/24	579.20
74666	11/03/2023	12/18/2023	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	392.45
74667	11/01/2023	12/18/2023	Cal-Risk Control Services, Inc	Forklift Training Class	249.00
74668	11/01/2023	12/18/2023	Green Rubber-Kennedy AG, LP	General Operations/ Maintenance Supplies	32.32
74669	12/11/2023	12/18/2023	Richards, Watson & Gershon	Legal Services 11/2023	81,746.20
74670	12/05/2023	12/18/2023	Remy Moose Manley, LLP	Legal Services 10/2023 - 11/2023	92,153.47
74671	11/09/2023	12/18/2023	Eurofins Eaton Analytical, LLC	Laboratory Testing	350.00
74672	11/13/2023	12/18/2023	Griffith, Masuda & Hobbs	Legal Services 10/2023	25,079.21
74673	11/06/2023	12/18/2023	Evoqua Water Technologies, LLC	(3,210) gals Bioxide - East Garrison LS	14,623.88
74674	11/16/2023	12/18/2023	Western Exterminator Company	Pest Control - Beach Office 11/2023	119.60
74675	12/05/2023	12/18/2023	Everbank, N.A.	Ord Office Copier Lease 12/2023	251.28
74676	11/28/2023	12/18/2023	AT&T	Phone and Alarm Line Services 11/2023	166.12
74677	12/01/2023	12/18/2023	Simpler Systems, Inc.	UB/ Finance Datapp Maintenance 12/2023	500.00
74678	11/30/2023	12/18/2023	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 11/2023	405.85
74679	12/01/2023	12/18/2023	Pure Janitorial, LLC	Janitorial Service - MCWD Offices 11/2023	3,570.00
74680	11/02/2023	12/18/2023	Verizon Connect NWF, Inc.	GPS Service - (31) Fleet Vehicles 10/2023; (5) OBD Units	764.00
74681	11/08/2023	12/18/2023	Psomas	Construction Management - A1/A2 Tanks B/C Booster	35,258.36
74682	11/29/2023	12/18/2023	Ferguson Enterprises, Inc.	Brass Waterworks Supplies	3,301.10
74683	12/06/2023	12/18/2023	Zanjero, Inc.	CIP Tool/ Programming Services Support 09/2023 - 11/2023; Communication/ Internet Infrastructure Investigations; Water Supply Investigations Phase 2; Preliminary Design/ Permitting - RDP Comprehensive Improvements, Reservation Rd Desal Plant 11/2023	10,785.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74684	11/08/2023	12/18/2023	HPS West, Inc.	(5) 3" Octave Meters, Encoder Modules, Pit Units - 400 8th St (3 Buildings), CSUMB 210 Residence Hall, 5060 General Jim Moore Blvd; 4" Octave Meter, Encoder Module, Pit Unit - 3320 Del Monte Blvd	14,908.35
74685	11/17/2023	12/18/2023	SBRK Finance Holdings, Inc.	CivicPay/ CivicPay IVR Transaction Fees 10/2023; HR Data Fix	3,404.50
74686	11/21/2023	12/18/2023	T-Mobile	Cell Phone Service 11/2023; Cellular Services 09/19 - 10/18	1,665.31
74687	12/08/2023	12/18/2023	Hildebrand Consulting, LLC	Water, Wastewater, Recycled Water Rate Study 11/2023	13,000.00
74688	12/11/2023	12/18/2023	Conservation Rebate Program	336 Reindollar Ave - Toilet, Washer Rebates	200.00
74689	12/11/2023	12/18/2023	Conservation Rebate Program	3068 Redwood Dr - (2) Toilet Rebates	338.00
74690	12/13/2023	12/18/2023	Conservation Rebate Program	14530 Lee Ave - Washer Rebate	50.00
74691	12/13/2023	12/18/2023	Conservation Rebate Program	813 Sherman Ct - Washer Rebate	150.00
74692	12/05/2023	12/18/2023	Conservation Rebate Program	3032 Gloria Cir - Washer Rebate	150.00
74693	12/05/2023	12/18/2023	Conservation Rebate Program	488 Lewis Pl - (2) Toilet Rebates	100.00
74694	12/05/2023	12/18/2023	Conservation Rebate Program	217 Salerno Rd - Washer Rebate	100.00
74695	12/01/2023	12/18/2023	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 12/2023	847.96
74696	11/30/2023	12/21/2023	Ace Hardware of Watsonville, Inc.	General Operations/ Maintenance Supplies	155.49
74697	10/03/2023	12/21/2023	Denise Duffy & Associates, Inc.	Environmental Consulting Services - East Garrison 2nd Supply	3,432.00
74698	12/11/2023	12/21/2023	PG&E	Gas and Electric Service 11/2023	2,134.85
74699	12/12/2023	12/21/2023	Monterey Bay Analytical Services	Laboratory Testing	1,086.00
74700	11/21/2023	12/21/2023	CWEA - Monterey Bay Section	Grade I Mechanical Tech Renewal	98.00
74701	12/08/2023	12/21/2023	Orkin Franchise 925	Pest Control - IOP 12/2023	109.00
74702	12/04/2023	12/21/2023	Maynard Group	Network Support 12/2023; (2) Office Phones	5,835.74
74703	11/19/2023	12/21/2023	M&M Backflow & Meter Maintenance	(2) Meter Bench Tests	50.00
74704	10/18/2023	12/21/2023	SWRCB	Recycled Water Review Fees 07/2022 - 06/2023	3,942.50
74705	11/29/2023	12/21/2023	SWRCB	RUWAP Waste Discharge Permit Fee 07/01/23 - 06/30/24	3,746.00
74706	11/29/2023	12/21/2023	SWRCB	WW Collection Facility Permit Fee 07/01/23 - 06/30/24	3,746.00
74707	11/29/2023	12/21/2023	SWRCB	Desal Plant Brine Discharge Permit Fee 07/01/23 - 06/30/24	3,746.00
74708	11/27/2023	12/21/2023	Wallace Group	Developer (Wathen-Castanos Homes)	14,091.95
74709	11/21/2023	12/21/2023	E&M Electric and Machinery, Inc.	(2) Annual Software Subscriptions 11/15/23 - 11/14/24	12,047.50
74710	12/11/2023	12/21/2023	Sturdy Oil Company	(275) gals Dyed Diesel - Watkins Gate Well	79.10
74711	11/30/2023	12/21/2023	Pacific Ag Rentals LLC	Mobile Restroom Rental - Beach Office 11/2023	94.31
74712	12/11/2023	12/21/2023	Craig Evans Pump Testing Service	Pump Testing - (25) Sites	7,500.00
74713	12/12/2023	12/21/2023	Della Mora Heating Sheet Metal & Air Conditioning	Circulation Pump Replacement - Beach Office	1,525.00
74714	12/05/2023	12/21/2023	ICONIX Waterworks (US), Inc.	Gate Valve, (2) Pipe Flanges - Hoffman Reservoir; (3) Repair Clamps; General Operations/ Maintenance, Meter Reader Supplies	2,382.88
74715	11/14/2023	12/21/2023	Irrigation Association	2024 Annual Membership	500.00
74716	12/01/2023	12/21/2023	Verizon Connect NWF, Inc.	GPS Service - (31) Fleet Vehicles 11/2023	589.00
74717	11/28/2023	12/21/2023	ChargePoint, Inc.	Replacement ChargePoint Charging Station - BLM Parking Lot	2,893.13
74718	12/01/2023	12/21/2023	AT&T Mobility	SCADA Backup Internet 12/2023	57.53
74719	12/08/2023	12/21/2023	Ferguson Enterprises, Inc.	Brass Waterworks Supplies	1,137.73

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74720	11/29/2023	12/21/2023	The Pape' Group, Inc.	Bucket Repair/ Cylinder Installation - Backhoe #2102	2,264.53
74721	12/06/2023	12/21/2023	A Tool Shed, Inc.	Tiller Rental - Former Ord Village LS	190.40
74722	12/08/2023	12/21/2023	Office Depot Business Credit	Office Supplies	467.68
74723	10/23/2023	12/21/2023	Aquatic Informatics, Inc.	Annual Software Subscription 09/12/23 - 09/11/24	8,500.00
74724	12/15/2023	12/21/2023	Conservation Rebate Program	4365 Peninsula Point Dr - Washer Rebate	150.00
74725	12/15/2023	12/21/2023	Conservation Rebate Program	3128 Crescent Ave #32 - (2) Toilet Rebates	150.00
74726	12/15/2023	12/21/2023	Conservation Rebate Program	4785 Peninsula Point Dr - Landscape Rebate	149.00
74727	12/20/2023	12/21/2023	Conservation Rebate Program	95 Okinawa Rd - Washer Rebate	150.00
74728	12/20/2023	12/21/2023	Conservation Rebate Program	356 Reservation Rd #90 - Washer, (2) Toilet Rebates	250.00
74729	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - Hydrant Meter	801.44
74730	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - 2713 Sea Glass Ave	78.50
74731	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - Hydrant Meter	693.15
74732	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - 305 Brittany Rd	18.59
74733	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - 2933 Harvey Ct	835.99
74734	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - 235 Bungalow Ct	283.84
74735	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - 16618 Early Ln	99.79
74736	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - 381 Redwood Heights Ct	61.52
74737	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - Hydrant Meter	1,989.38
74738	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - Hydrant Meter	1,989.95
74739	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - Hydrant Meter	1,685.31
74740	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - 761 Neeson Rd	134.01
74741	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - 273 Carmel Ave	8.93
74742	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - 3201 Crescent Ave	57.84
74743	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - 4428 Cypress Ridge Ct	84.98
74744	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - 2765 4th Ave	40.00
74745	12/20/2023	12/21/2023	Customer Service Refund	Refund Check - 2803 Telegraph Blvd	89.89
501595	10/25/2023	12/05/2023	AFLAC	Employee Paid Benefits 10/2023	1,781.22
501596	11/09/2023	12/05/2023	Employnet, Inc.	Temporary Customer Service Representatives 10/09 - 10/12, 10/30 - 11/03	5,779.61
501597	11/21/2023	12/05/2023	Regional Government Services Authority	Human Resource Consulting Services 07/2023 - 09/2023; Classification/ Compensation Study 08/2023	46,934.11
ACH	12/08/2023	12/08/2023	Payroll Direct Deposit	Payroll Ending 12/01/23	133,322.30
ACH	12/08/2023	12/08/2023	CalPERS	Payroll Ending 12/01/23	32,923.38
ACH	12/08/2023	12/08/2023	Empower Retirement	Payroll Ending 12/01/23	13,793.02
ACH	12/08/2023	12/08/2023	Internal Revenue Service	Payroll Ending 12/01/23	49,765.63
ACH	12/08/2023	12/08/2023	State of California - EDD	Payroll Ending 12/01/23	11,360.51
ACH	12/08/2023	12/08/2023	WageWorks, Inc.	Payroll Ending 12/01/23	910.33
501598	12/08/2023	12/08/2023	Teamsters Local Union No. 856	Payroll Ending 12/01/23	599.00
501599	10/30/2023	12/18/2023	Becks Shoe Store, Inc. - Salinas	Boot Benefit - (2) O&M	473.59
501600	12/01/2023	12/18/2023	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 01/2024	85,387.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
501601	11/25/2023	12/18/2023	AFLAC	Employee Paid Benefits 11/2023	1,781.22
501602	12/08/2023	12/18/2023	Employnet, Inc.	Temporary Customer Service Representatives 11/06 - 11/08, 11/13 - 11/17, 11/20 - 11/21, 11/27 - 12/01	9,906.24
501603	11/17/2023	12/18/2023	Principal Life	Employee Paid Benefits 12/2023	263.60
501604	11/30/2023	12/18/2023	Justifacts Credential Verification, Inc.	Background Check - (2) New Hires	299.38
501605	11/10/2023	12/18/2023	Lincoln National Life Insurance Company	Life, Disability, AD&D Insurance 12/2023	4,072.74
501606	11/27/2023	12/18/2023	WageWorks, Inc.	FSA Admin Fees 11/2023	158.00
501607	11/16/2023	12/18/2023	Transamerica Life Insurance Company	Employee Paid Benefits 11/2023	313.96
501608	12/11/2023	12/18/2023	Employee Reimbursement	Boot Benefit - O&M	204.71
501609	10/31/2023	12/18/2023	Regional Government Services Authority	Human Resource Consulting Services; Classification/ Compensation Study 10/2023; Advertisements - Engineering Technician, Assistant/ Associate Engineer	15,329.34
501610	11/20/2023	12/18/2023	Agile Occupational Medicine, PC	Pre-Employment - New Hire	100.00
501611 - 501612	12/20/2023	12/20/2023	Board Compensation Checks and Direct Deposit	Board Compensation 11/2023	415.57
ACH	12/20/2023	12/20/2023	Internal Revenue Service	Board Compensation 11/2023	68.86
ACH	12/22/2023	12/22/2023	Payroll Direct Deposit	Payroll Ending 12/15/23	137,358.05
ACH	12/22/2023	12/22/2023	CalPERS	Payroll Ending 12/15/23	34,240.80
ACH	12/22/2023	12/22/2023	Empower Retirement	Payroll Ending 12/15/23	12,132.38
ACH	12/22/2023	12/22/2023	Internal Revenue Service	Payroll Ending 12/15/23	50,878.47
ACH	12/22/2023	12/22/2023	State of California - EDD	Payroll Ending 12/15/23	11,683.67
ACH	12/22/2023	12/22/2023	WageWorks, Inc.	Payroll Ending 12/15/23	910.33

Total Disbursements for December 2023 2,574,306.65

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-B

Meeting Date: January 22, 2024

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of December 18, 2023

Staff Recommendation: Approve the draft minutes of the December 18, 2023 regular joint Board/GSA meeting.

Background: *Strategic Plan, Mission Statement – We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: The draft minutes of December 18, 2023 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: Yes No **Funding Source/Recap:** None

Other Considerations: The Board can suggest changes/corrections to the minutes.

Material Included for Information/Consideration: Draft minutes of December 13, 2023.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting
December 18, 2023

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 6:01 p.m. on December 18, 2023 both in-person at 920 2nd Avenue, Suite A, Marina, California; and, via Zoom teleconference.

2. Roll Call:

Board Members Present:

Jan Shriner – President
Herbert Cortez – Vice President – arrived at 6:04 p.m.
Brad Imamura
Thomas P. Moore
Gail Morton

Board Members Absent:

None

Staff Members Present:

Remleh Scherzinger, General Manager
Roger Masuda, District Counsel
Derek Cray, Operations and Maintenance Manager
Mary Lagasca, Director of Administrative Services
Garrett Haertel, District Engineer
Patrick Breen, Water Resources Manager
Teo Espero, IT Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

Andy Sterbenz, Schaaf & Wheeler
Martin Rauch, Rauch Communications
Mark Hildebrand, Hildebrand Consulting
Monica Lal
Brian McCarthy, Marina Resident

President Shriner stated that Agenda Item 10-B had been pulled from the agenda and will be brought back in January 2024. She also suggested moving Agenda Item 3 until after Closed Session to allow all Board members to be present for the election of officers.

Director Moore made a motion to postpone Agenda Item 3 until after Closed Session. Director Morton seconded the motion. The motion was passed by the following vote:

Director Imamura	-	Yes	Vice President Cortez	-	Absent
Director Moore	-	Yes	President Shriner	-	Yes
Director Morton	-	Yes			

4. Public Comment on Closed Session Items:

There were no comments made.

The Board entered into closed session at 6:03 p.m. to discuss the following items:

5. Closed Session:

- A. Conference with Legal Counsel – Existing Litigation
(Paragraph (1) of subdivision (d) of Government Code Section 54956.9)
Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)

Vice President Cortez arrived at 6:04 p.m. The Board ended closed session at 6:31 p.m. President Shriner reconvened the meeting to open session at 6:34 p.m.

6. Reportable Actions Taken During Closed Session:

Mr. Roger Masuda, District Counsel, stated that there were no reportable actions taken during closed session.

7. Pledge of Allegiance:

Director Moore led everyone present in the pledge of allegiance.

3. Election of Board President and Vice President for 2024:

Director Shriner nominated Director Cortez for President. Director Morton seconded the nomination. Director Cortez declined the nomination.

Director Moore nominated Director Morton for President. Director Shriner seconded the nomination. The nomination was passed by the following vote:

Director Imamura	-	Yes	Director Cortez	-	Yes
Director Moore	-	Yes	Director Shriner	-	Yes
Director Morton	-	Yes			

Item 3 (continued):

Director Morton nominated Director Cortez for Vice President. Director Moore seconded the nomination. Director Cortez declined the nomination.

Director Morton nominated Director Shriner for Vice President. Director Moore seconded the nomination. The nomination was passed by the following vote:

Director Imamura	-	Yes	Director Cortez	-	Yes
Director Moore	-	Yes	President Morton	-	Yes
Director Shriner	-	Yes			

8. Oral Communications:

There were no public comments.

9. Consent Calendar:

Director Moore made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of November 2023; B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of November 13, 2023; C) Approve the Proposed Regular Board/GSA Meeting and Workshop Schedule for 2024; and, D) Adopt Resolution No. 2023-48 to Approve a Reimbursement Agreement between MCWD and Shea Homes Limited Partnership; and, Amend the FY 2023-2024 Capital Improvement Budget to fund the Coe Avenue Water Pipeline Upsizing for Seaside Resort (Enclave - Phase 3) Project. Vice President Shriner seconded the motion. The motion was passed by the following vote:

Director Cortez	-	Yes	Vice President Shriner	-	Yes
Director Imamura	-	Yes	President Morton	-	Yes
Director Moore	-	Yes			

10. Action Items:

President Morton reiterated that Item 10-B was pulled from the agenda.

A. Receive a Presentation on the Proposition 218 Process from Hildebrand Consulting:

Ms. Mary Lagasca, Director of Administrative Services, introduced this item.

Mr. Mark Hildebrand, Hildebrand Consulting, presented a brief overview of Prop. 218 and the rate setting process. He explained that the requirements of Prop. 218 are that revenues shall not exceed funds required to provide service, nor be used for another purpose; and that the amount shall not exceed the proportional cost of the service attributable to the parcel. Mr. Hildebrand added that the required procedure includes a 45-day notice, public hearing and written majority protest. Discussion followed.

C. Adopt Resolution No. 2023-50 to Approve the Revised Reserve Policy:

Ms. Lagasca introduced this item and reviewed the proposed revisions to the Reserve Policy. During discussion, the Board asked clarifying questions and suggested titling Section 3050.4.1 as Restricted Reserve Funds; and Section 3050.4.2 as Designated Reserve Funds.

Director Moore made a motion to approve the revised Reserve Policy as recommended by the Budget and Engineering Committee and include the recommended edits. Director Cortez seconded the motion. Director Cortez commended staff and Board members for all the work done on this policy. The motion was passed by the following vote:

Director Cortez	-	Yes	Vice President Shriner	-	Yes
Director Imamura	-	Yes	President Morton	-	Yes
Director Moore	-	Yes			

D. Make Director Appointments to Standing Committees of the Board and to Outside Agencies for 2024, and as Negotiators to any Ad Hoc Committees of the Board:

Ms. Riso noted that several Directors provided their requests and those were included with the Committee Appointment List.

Following discussion, President Morton suggested the following appointments for 2024:

1.	Executive Committee	Morton, Shriner
2.	Budget and Engineering	Morton, Shriner – Imamura as Alternate
3.	Community Outreach	Moore, Imamura – Cortez as Alternate
4.	Joint City/District Committee	Morton, Imamura – Moore as Alternate

Appointments to outside agencies:

1.	M1W	Moore – Cortez as Alternate
2.	LAFCO	Cortez – Imamura as Alternate
3.	JPIA	Cortez – Moore as Alternate
4.	MCWD/SVBGSA Steering Committee	Morton – Shriner as Alternate
5.	SDA	Moore – Shriner, Morton, Imamura and Cortez as Alternates

Climate Action Plan Ad Hoc Committee	Moore – Zefferman as Public Member
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Director Moore made a motion to approve the proposed appointments for 2024. Director Cortez seconded the motion. The motion was passed by the following vote:

Director Cortez	-	Yes	Vice President Shriner	-	Yes
Director Imamura	-	Yes	President Morton	-	Yes
Director Moore	-	Yes			

11. Informational Items:

A. General Manager's Report:

Mr. Scherzinger reported the following:

1. Operations and Maintenance crews have temporarily repaired the pipeline for the Sand Tank. It also brought to light the need for a new pipeline to be installed prior to the A1/A2 tanks coming online;
2. A1/A2 Tanks have been delayed because of a PG&E and CSUMB easement issue, so staff will be relocating the transformer and meter panel to City property;
3. Recently purchased two Electric Cars for the District fleet;
4. Pure Water Monterey Phase 2 – the State Water Resources Control Board is currently voting on regulations for direct potable reuse water;
5. CIP – making sure projects are ready to be included in the Rate Study;
6. Moving along with desal restart;
7. The Strategic Plan will be coming to the Board for discussion in February and March, with adoption in April.

B. Committee and Board Liaison Reports:

1. Budget and Engineering Committee:

President Morton and Vice President Shriner gave a brief update.

2. Executive Committee:

Director Cortez and Vice President Shriner gave a brief update.

3. Community Outreach Committee:

Director Imamura gave a brief update.

4. M1W Board Member Liaison:

Director Moore gave a brief update.

5. Joint City/District Committee:

President Morton gave a brief update.

12. Board Member Requests for Future Agenda Items:

There were no requests for items.

13. Director's Comments:

Director Imamura, Director Moore, Director Cortez, Vice President Shriner, and President Morton made comments.

14. Adjournment:

The meeting was adjourned at 9:12 p.m.

APPROVED:

Gail Morton, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-C

Meeting Date: January 22, 2024

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of December 28, 2023

Staff Recommendation: Approve the draft minutes of the December 28, 2023 special joint Board/GSA meeting.

Background: *Strategic Plan, Mission Statement – We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: The draft minutes of December 28, 2023 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: Yes No **Funding Source/Recap:** None

Other Considerations: The Board can suggest changes/corrections to the minutes.

Material Included for Information/Consideration: Draft minutes of December 28, 2023.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Special Board Meeting/Groundwater Sustainability Agency Board Meeting

December 28, 2023

Draft Minutes

1. Call to Order:

President Morton called the meeting to order at 9:02 a.m. on December 28, 2023, at 920 2nd Avenue, Suite A, Marina, California.

2. Roll Call:

Board Members Present:

Gail Morton – President
Jan Shriner – Vice President
Herbert Cortez
Brad Imamura
Thomas P. Moore

Board Members Absent:

None.

Staff Members Present:

Remleh Scherzinger, General Manager
Roger Masuda, District Counsel
Mary Lagasca, Director of Administrative Services
Garrett Haertel, District Engineer
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

Andrew Sterbenz, Schaaf & Wheeler

3. Action Item:

- A. Adopt Resolution No. 2023-51 to Amend the Construction Contract for the A1/A2 Reservoir and B/C Booster Station Project with Anderson Pacific Engineering Construction, Inc. for the Purchase of California Avenue Pipeline Materials:

Mr. Garrett Haertel, District Engineer, introduced this item and explained that the District will save approximately \$25,000 by ordering the materials before January 1st.

Agenda Item 3-A (continued)

Director Moore made a motion to adopt Resolution No. 2023-51 to amend the construction contract for the A1/A2 Reservoir and B/C Booster Station Project with Anderson Pacific Engineering Construction, Inc. for the purchase of California Avenue pipeline materials. Vice President Shriner seconded the motion. Discussion followed.

Director Moore made a second motion to adopt Resolution No. 2023-51 to amend the construction contract for the A1/A2 Reservoir and B/C Booster Station Project with Anderson Pacific Engineering Construction, Inc. for the purchase of California Avenue pipeline materials. Director Cortez seconded the motion. President Morton stated that Director Moore already had a motion on the floor with a second by Vice President Shriner. Director Moore withdrew his second motion. Director Cortez withdrew his second to the second motion.

The original motion was passed by the following vote:

Director Cortez	-	Yes	Vice President Shriner	-	Yes
Director Imamura	-	Yes	President Morton	-	Yes
Director Moore	-	Yes			

4. Adjournment:

The meeting was adjourned at 9:18 a.m.

APPROVED:

Gail Morton, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Staff Report**

Agenda Item: 9-D

Meeting Date: January 22, 2024

Prepared By: Tobias Osborne

Approved By: Remleh Scherzinger, PE

Reviewed By: Patrick Breen

Agenda Title: Receive the 4th Quarter 2023 Water Consumption Report

Summary: The Board of Directors is requested to receive the 4th Quarter 2023 Water Consumption Report. The report is a ten-year comparative report that is provided to the Board on a quarterly basis. Quarterly water consumption reports have been submitted to the Board since 2006 and are organized by land-use jurisdiction.

Reports submitted since 2016 include the groundwater consumption information and an analysis of variances between current-year projected consumption and prior-year consumption.

Now the staff is also including data on recycled water deliveries in this report.

Two graphs of groundwater consumption are included: 1) 10-Year Comparison of Annual Usage of Marina Community and the Ord Community as of December 31, 2023, and 2) 10 Year Annual Consumption as of December 31, 2023, by Jurisdiction.

Recycled Water deliveries to the Blackhorse/Bayonet Golf Courses is 413 AFY for the year of 2023.

The consumption of the District for 2023 remained below the three- and five-year running averages. This is due to the wet conditions and generally mild weather the District service area has enjoyed this year.

Staff is also including the NOAA U.S. Seasonal Outlook for January through March 2024.

Map 1: NOAA U.S. Seasonal Outlook for January – March 2024

The anticipated El Niño event resulted in lower-than-expected rainfall in the Monterey Subbasin during October, November, and December. Consequently, the actual rainfall recorded for the fourth quarter totaled 3.18 inches, falling short of the expected average of 4.70 inches. This represents only 68% of the typical rainfall for the Subbasin during this period.

The El Niño Southern Oscillation (ENSO) Alert System Status update states: “El Niño conditions are observed. Equatorial sea surface temperatures (SSTs) are above average across the central and eastern Pacific Ocean. The tropical Pacific atmospheric anomalies are consistent with El Niño. El Niño is expected to continue through the Northern Hemisphere winter.” (Climate Prediction Center, National Oceanic and Atmospheric Administration (NOAA), 2024).



Marina Coast Water District
10 Year Annual Consumption as of December 31, 2023

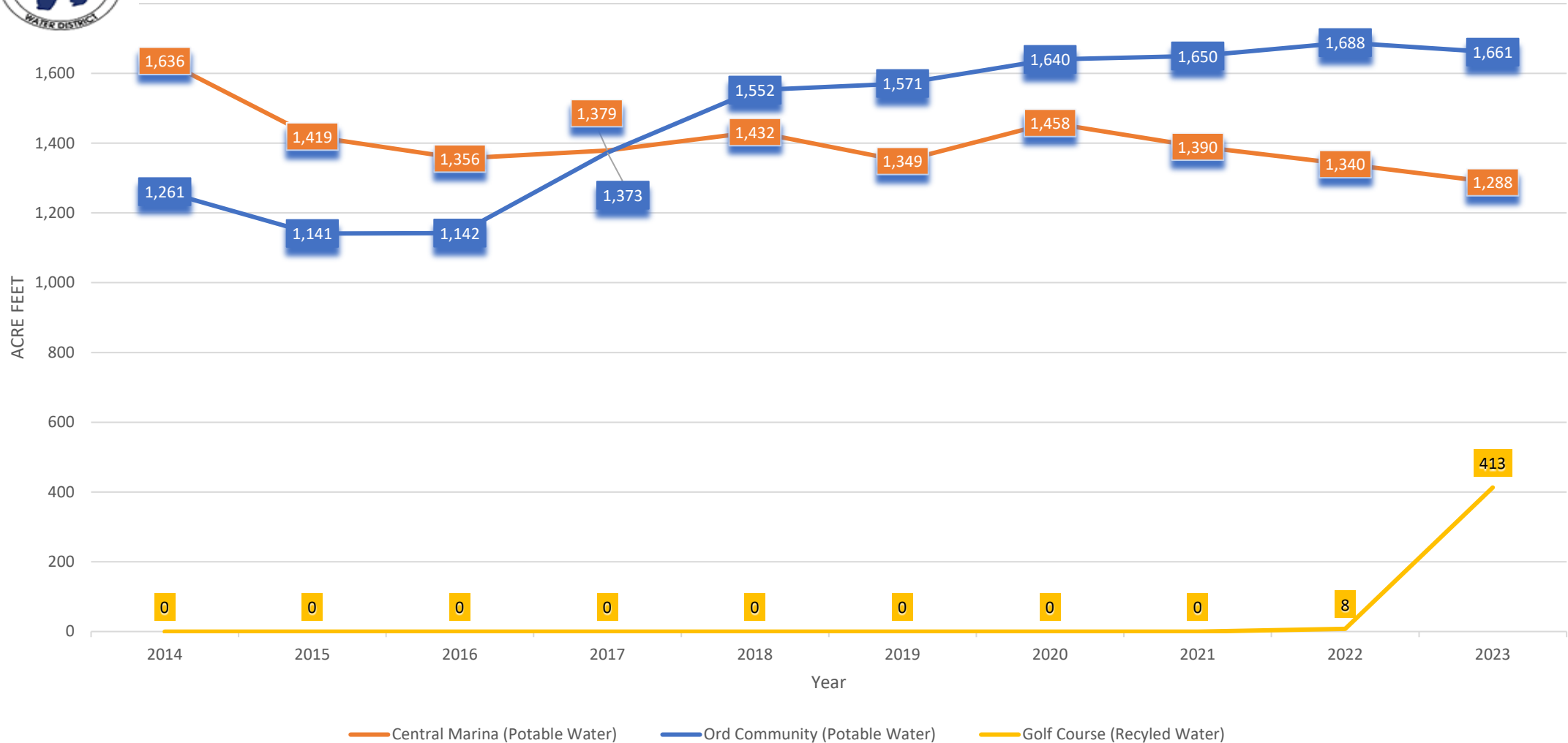
Metered Consumption

Boundary	Subdivision	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	2020 Consumption	2021 Consumption	2022 Consumption	2023* Consumption	3Yr Running Avg.	5Yr Running Avg.	Allocation
POTABLE WATER														
Boundary: Central Marina														
Central Marina	Central Marina	1,599.58	1,388.97	1,327.45	1,349.94	1,400.84	1,315.11	1,402.34	1,343.71	1,308.04	1,243.47			
Central Marina	East Ridge	10.15	8.16	7.92	8.04	8.18	9.30	8.92	8.14	8.68	7.69			
Central Marina	MarinaConstruction	-	-	-	-	-	3.33	23.28	14.94	1.52	16.80			
Central Marina	MB Estates II	12.27	9.74	9.40	9.61	10.66	9.10	10.17	9.55	9.29	8.94			
Central Marina	MB Estates III	3.86	3.17	2.73	2.95	3.46	4.00	4.20	3.79	3.71	3.51			
Central Marina	Sea Breeze	10.27	9.02	8.81	8.80	8.91	7.92	8.87	9.83	9.10	8.51			
Total Central Marina		1,636.13	1,419.05	1,356.31	1,379.33	1,432.05	1,348.77	1,457.78	1,389.95	1,340.35	1,288.91	1,339.74	1,365.15	1,334.78
Boundary: FOArmy														
FOArmy	Army	22.84	19.39	25.05	24.51	26.59	26.71	22.47	18.75	16.98	12.40			
FOArmy	Fitch Park	66.31	60.20	56.96	97.06	101.43	102.71	105.04	96.03	97.84	89.10			
FOArmy	Hayes Park	71.18	53.40	46.78	53.23	59.12	53.65	51.37	49.65	47.23	43.10			
FOArmy	Marshall Park	-	-	-	5.66	56.31	59.42	56.48	56.84	56.12	52.75			
FOArmy	Ord Kidney	80.47	71.44	70.02	70.14	83.27	108.33	128.11	116.49	108.94	121.91			
FOArmy	Stilwell Park	28.44	33.74	23.91	21.47	32.05	50.20	45.78	44.89	58.45	69.09			
Total FOArmy		269.25	238.17	222.71	272.07	358.76	401.03	409.26	382.64	385.55	388.35	385.52	393.37	1,577.00
Boundary: FOCOUNTY														
FOCOUNTY	County	3.00	3.17	5.40	8.78	4.91	5.01	1.04	2.10	2.45	3.90			
FOCOUNTY	CountyConstruction	-	-	0.68	-	0.86	-	-	-	-	-			
FOCOUNTY	EastGarrison	35.21	71.61	65.92	136.90	175.55	202.19	225.57	219.40	212.59	192.19			
Total FOCOUNTY		38.21	74.78	72.00	145.68	181.32	207.20	226.62	221.50	215.03	196.10	210.88	213.29	710.00
Boundary: FOCSUMB														
FOCSUMB	CSUMB	152.68	104.04	97.61	128.61	130.90	113.71	86.87	117.16	161.91	157.95			
FOCSUMB	Frederick Park	63.02	65.91	67.34	63.52	56.50	42.83	30.22	32.67	38.26	37.71			
FOCSUMB	Schoonover I	105.32	102.44	97.96	98.39	103.86	99.17	101.81	94.37	74.84	74.53			
FOCSUMB	Schoonover II	23.92	20.69	20.15	23.84	26.73	21.77	23.47	20.61	18.92	17.17			
Total FOCSUMB		344.95	293.08	283.06	314.36	317.98	277.48	242.37	264.81	293.93	287.36	282.03	273.19	1,035.00
Boundary: FOMarina														
FOMarina	Abrams HAuthor	8.98	8.39	9.43	10.77	12.02	5.90	7.16	5.09	2.79	4.65			
FOMarina	Abrams Interim	4.92	3.89	3.75	4.12	4.56	3.43	5.15	4.74	4.42	5.32			
FOMarina	Abrams Park	56.92	44.20	39.54	50.91	54.50	52.45	47.92	45.30	42.47	42.94			
FOMarina	Dunes CHOMP	9.12	8.58	6.77	5.41	6.88	6.42	3.51	4.28	7.13	11.42			
FOMarina	Dunes Comm	14.28	12.71	14.06	30.12	32.89	30.66	25.43	30.53	32.45	29.72			
FOMarina	Dunes on MB Res	0.10	4.69	24.69	45.20	64.16	64.39	79.30	83.14	87.20	93.97			
FOMarina	Dunes UV Apts	28.85	33.97	20.23	23.56	23.86	23.85	20.72	23.60	19.82	17.75			
FOMarina	Dunes UVSpecPlan	3.52	1.98	2.45	3.24	2.25	1.34	0.88	0.71	0.79	1.11			
FOMarina	Dunes VA DOD	-	-	0.09	5.42	2.08	2.61	2.25	1.92	1.91	2.16			
FOMarina	Imjin Office Park	1.60	2.03	4.89	4.61	2.47	7.93	9.09	7.69	8.40	6.75			
FOMarina	Marina	13.80	16.99	31.61	31.54	33.71	33.89	21.60	23.69	36.51	36.01			
FOMarina	Marina Construc	-	-	-	-	-	-	-	-	-	1.67			
FOMarina	Marina Construction	-	-	-	-	-	-	-	-	0.02	1.16			
FOMarina	MarinaAirport	2.75	2.30	2.03	2.77	7.50	3.45	6.24	4.87	5.30	5.10			
FOMarina	MarinaConstruction	35.13	25.33	39.65	42.84	25.35	35.70	45.45	39.93	58.38	37.78			
FOMarina	MarinaRecreation	-	-	-	0.05	-	-	-	-	-	-			

Boundary	Subdivision	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	2020 Consumption	2021 Consumption	2022 Consumption	2023* Consumption	3Yr Running Avg.	5Yr Running Avg.	Allocation
FOMarina	Preston Park	83.30	51.93	51.63	56.29	61.31	55.97	66.12	63.13	61.73	55.14			
FOMarina	Preston Shelter	5.85	5.43	6.63	5.83	5.92	5.06	4.16	7.25	7.65	7.52			
FOMarina	School	3.34	4.54	1.93	1.95	2.27	2.72	2.64	1.44	1.81	0.21			
FOMarina	SeaHaven	7.49	7.34	10.02	23.37	37.67	61.92	75.21	74.77	103.06	110.68			
Total FOMarina		279.97	234.28	269.41	348.01	379.41	397.68	422.82	422.07	481.86	471.07	458.33	439.10	1,325.00
Boundary: FOSeaside														
FOSeaside	Bay View	79.48	44.24	46.43	57.97	51.60	46.94	57.50	56.77	48.11	50.73			
FOSeaside	Marina Coast Water Distr	-	-	-	-	-	0.04	0.08	0.82	1.32	0.78			
FOSeaside	School	39.80	50.02	48.91	30.95	43.57	44.06	58.89	71.24	62.50	69.78			
FOSeaside	Seaside	4.17	3.91	7.08	5.97	8.06	2.24	3.21	6.51	7.18	9.85			
FOSeaside	Seaside Construction	-	-	-	-	-	-	-	-	-	0.01			
FOSeaside	Seaside Resort	0.63	0.51	0.89	0.98	1.23	1.21	1.89	1.15	1.21	1.19			
FOSeaside	Seaside Soper	12.70	9.58	9.30	8.50	9.12	8.13	11.04	7.94	8.96	6.86			
FOSeaside	SeasideConstruction	11.39	18.86	14.39	13.41	13.65	8.64	9.64	35.60	14.05	5.99			
FOSeaside	SeasideHighland	134.27	123.69	109.28	114.89	126.20	116.47	134.89	125.56	118.11	116.56			
FOSeaside	Sun Bay	44.95	48.70	57.89	58.66	59.44	59.13	61.21	51.80	45.00	44.15			
FOSeaside	The Enclave at Cypress C	-	-	-	-	-	-	-	-	4.25	12.05			
Total FOSeaside		327.39	299.51	294.17	291.33	312.86	286.85	338.35	357.41	310.68	317.95	328.68	322.25	1,012.50
Boundary: FOUCMBES														
FOUCMBES	UCMBest	1.11	0.94	0.75	1.30	1.80	1.10	0.73	1.07	1.02	0.95			
Total FOUCMBES		1.11	0.94	0.75	1.30	1.80	1.10	0.73	1.07	1.02	0.95	1.01	0.98	230.00
Total Ord Community		1,260.88	1,140.75	1,142.10	1,372.75	1,552.13	1,571.34	1,640.15	1,649.50	1,688.07	1,655.87	1,666.45	1,642.17	5,889.50
RECYCLED WATER														
Boundary: GolfCourse														
	Golf Course	-	-	-	-	-	-	-	-	7.62	412.50			
		-	-	-	-	-	-	-	-	7.62	412.50			407.00
Grand Total		2,897.01	2,559.80	2,498.41	2,752.09	2,984.18	2,920.11	3,097.93	3,039.45	3,028.43	3,363.19	3,216.25	3,089.82	7,631.28



10-YEAR COMPARISON ANNUAL CONSUMPTION IN ACRE FEET

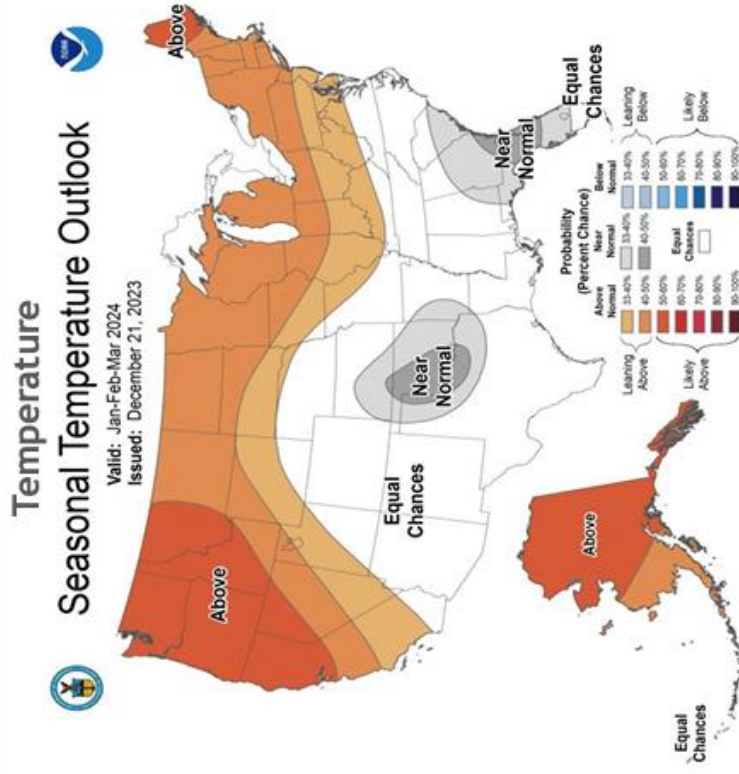
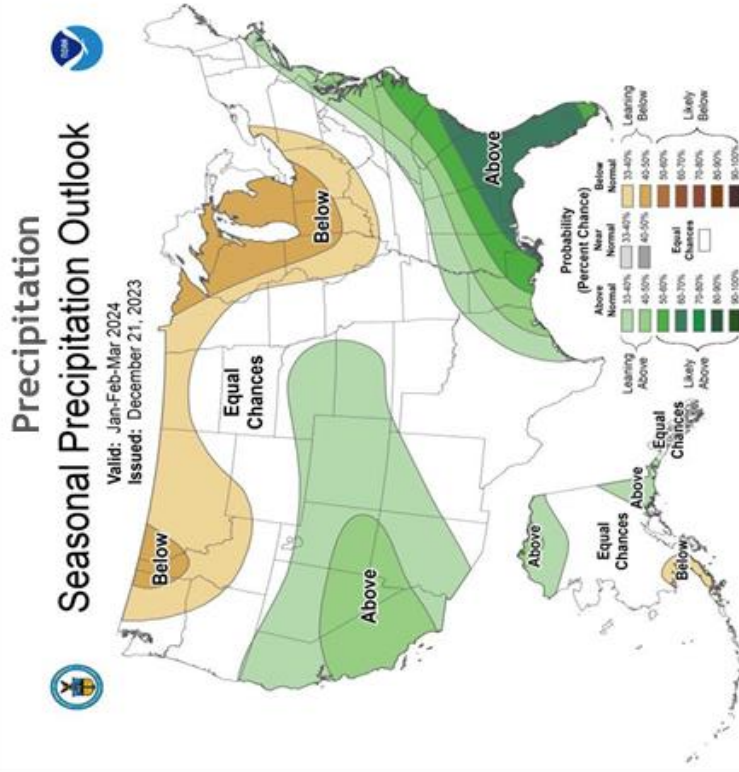


Area	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Marina Area (Potable Water)	1,636	1,419	1,356	1,379	1,432	1,349	1,458	1,390	1,340	1,288
Ord Community (Potable Water)	1,261	1,141	1,142	1,373	1,552	1,571	1,640	1,650	1,688	1,661
Sub Totals	2,897	2,560	2,498	2,752	2,984	2,920	3,098	3,040	3,028	2,949
Golf Course (Recycled Water)	0	0	0	0	0	0	0	0	8	413
Sub Totals	0	0	0	0	0	0	0	0	8	413
Total	2,897	2,560	2,498	2,752	2,984	2,920	3,098	3,040	3,036	3,362

U. S. Seasonal Outlooks

January - March 2024

The seasonal outlooks combine the effects of long-term trends, soil moisture, and, when appropriate, ENSO.



**Marina Coast Water District
Staff Report**

Agenda Item: 9-E

Meeting Date: January 22, 2024

Prepared By: Tobias Osborne

Approved By: Remleh Scherzinger, PE

Reviewed By: Patrick Breen

Agenda Title: Receive the 4th Quarter 2023 Sewer Flow Report

Summary: The Board is requested to receive the 2023 Sewer Flow Report for the 4th quarter of 2023 which ended December 31st. This report includes information of sewer flows through the Marina Coast Water District system to Monterey One Water (M1W).

M1W provides the flow data for the Marina Pump Station monthly through an automated report.

The Marina Community's sanitary sewer flow to the M1W interceptor system is measured at a connection to the M1W interceptor system located at 180 Reservation Road in Marina. Marina sewer flows for the period that started on October 1, 2023, and ended December 31, 2023, were 9.385 million gallons per day (MGD) which yielded an average daily sewer flow of 1.01 MGD.

The Ord Community's sanitary sewer flow to the M1W interceptor system is measured by a District flume structure located adjacent to the retired Main Garrison wastewater treatment plant. The Ord Community sanitary sewer flows for the period that started on October 1, 2023, and ended on December 31, 2023, was 8.732 MGD, which yielded an average daily sewer flow of 0.967 MGD.

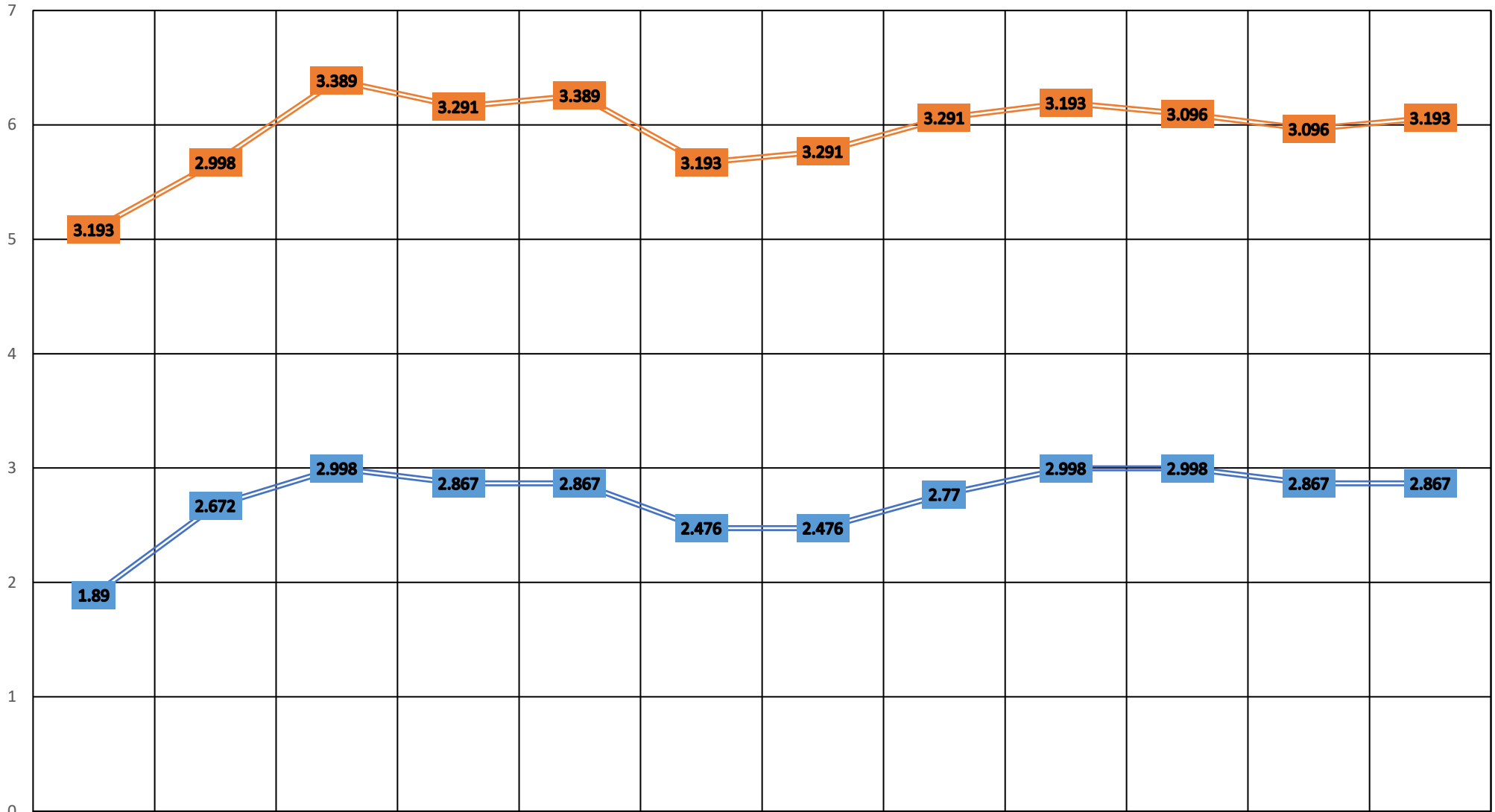
The report also includes charts for October-December 2023 average daily flows and total flows measured in million gallons by month.



2023 TOTAL MONTHLY FLOWS

— Ord Area — Marina Area

FLOW (MILLION GALLONS)



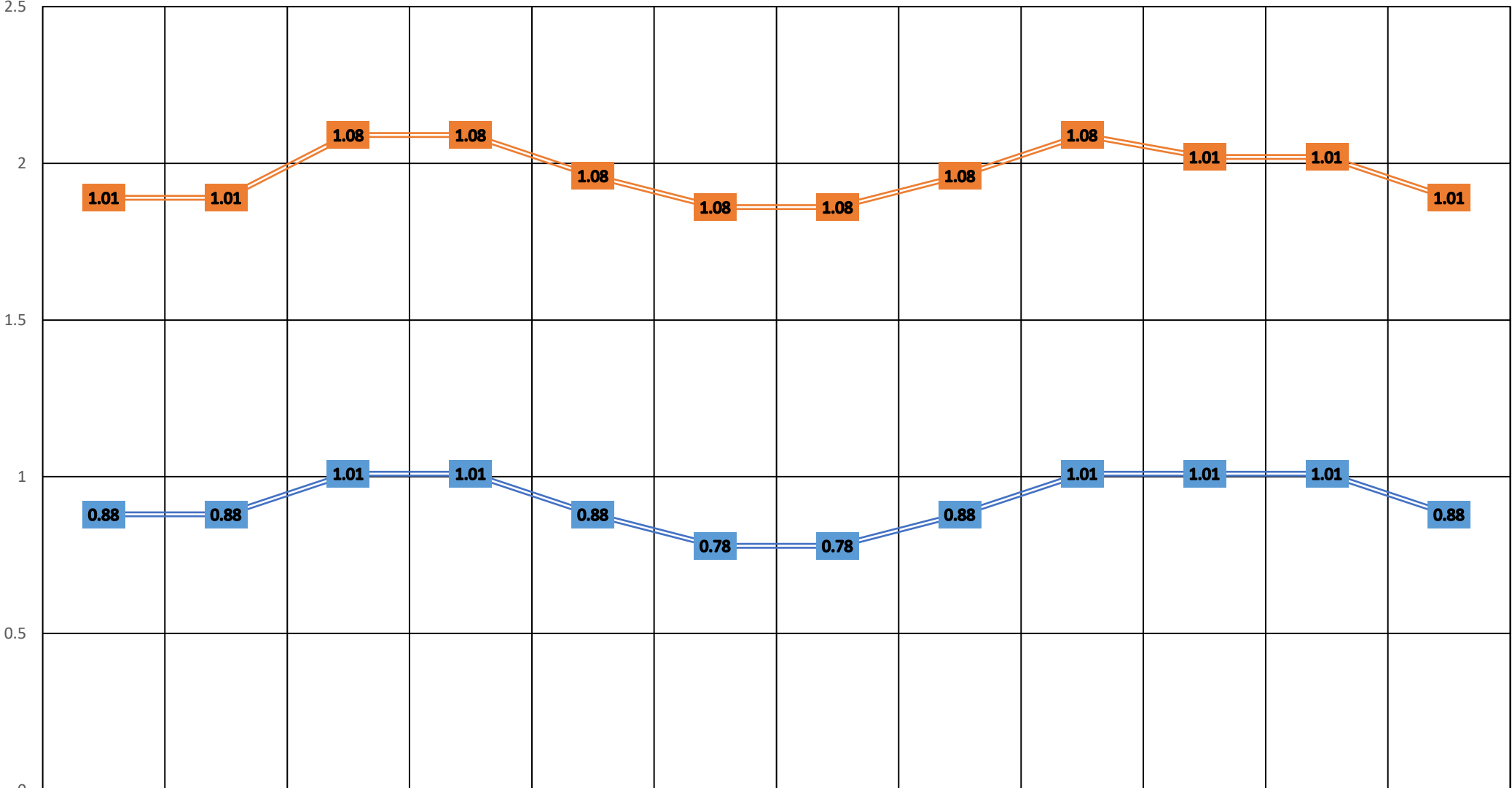
Marina Area	3.193	2.998	3.389	3.291	3.389	3.193	3.291	3.291	3.193	3.096	3.096	3.193
Ord Area	1.89	2.672	2.998	2.867	2.867	2.476	2.476	2.77	2.998	2.998	2.867	2.867



2023 AVERAGE DAILY FLOWS PER MONTH

— Ord Area — Marina Area

AVERAGE FLOW (MILLION GALLONS)



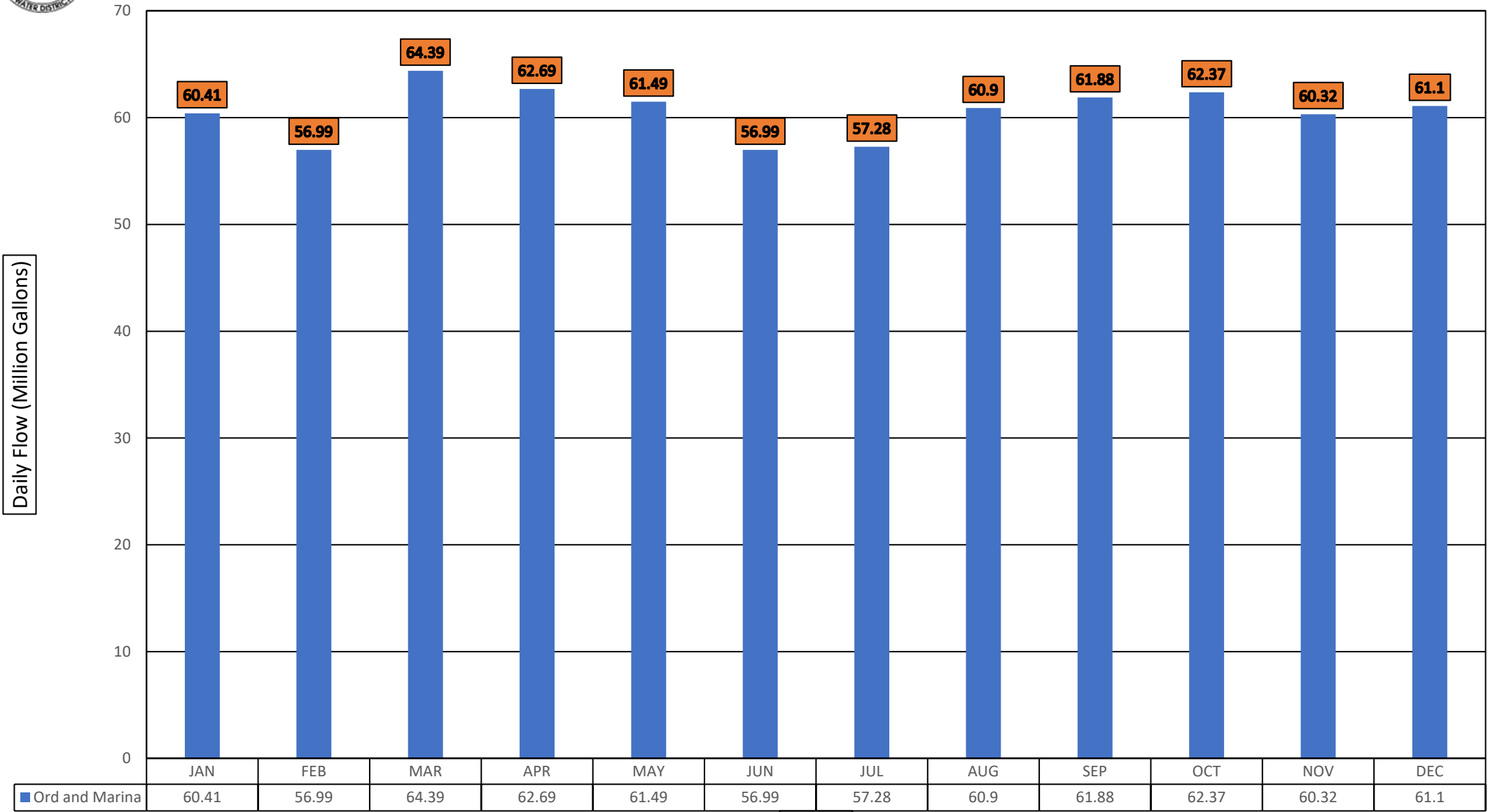
Marina Area	1.01	1.01	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.01	1.01	1.01
Ord Area	0.88	0.88	1.01	1.01	0.88	0.78	0.78	0.88	1.01	1.01	1.01	0.88

MONTH



2023 TOTAL MONTHLY SEWER FLOWS BY MONTH

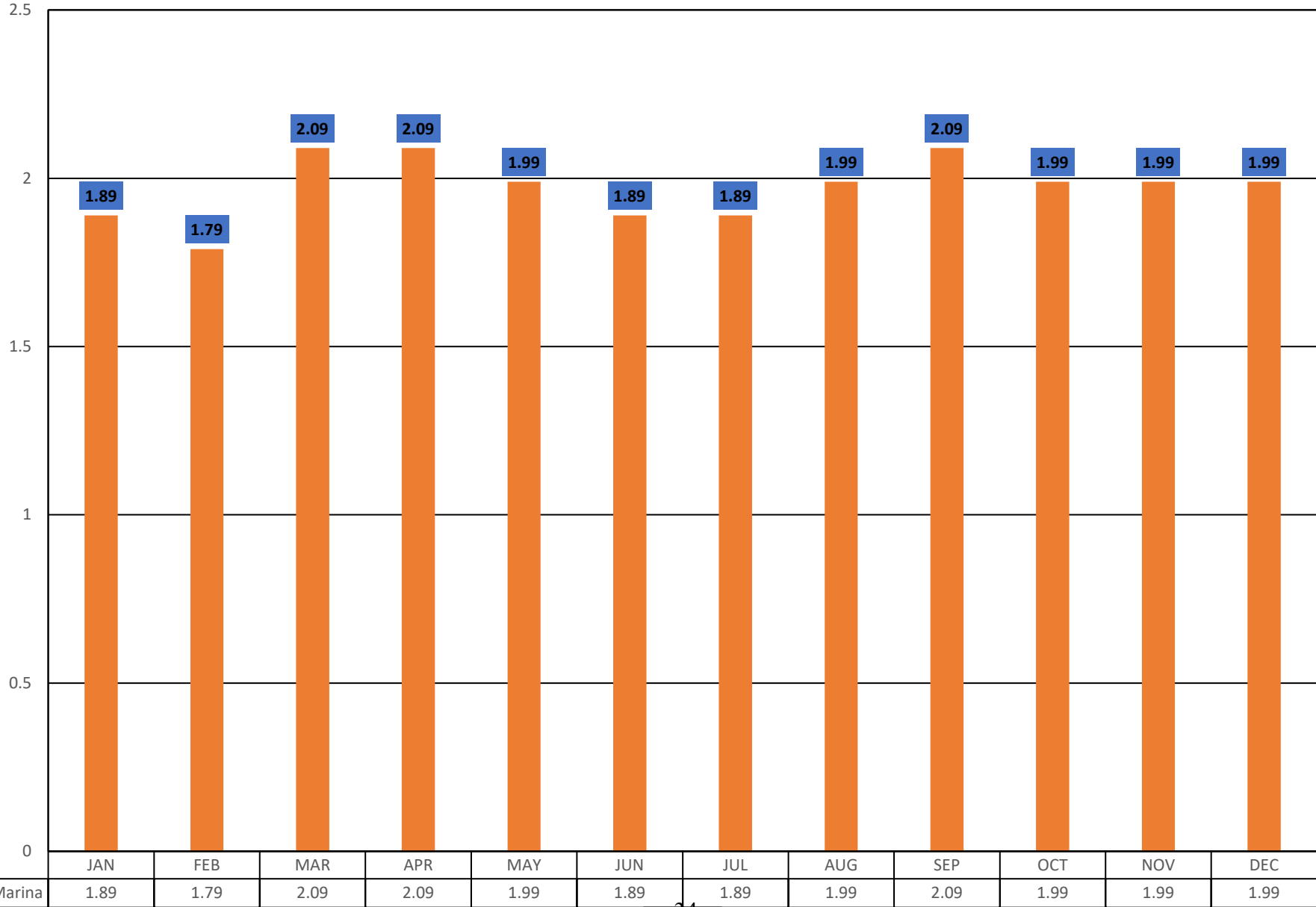
(Ord and Marina)





2023 TOTAL AVERAGE DAILY SEWER FLOWS BY MONTH (Ord and Marina)

Daily Flow (Million Gallons)



Ord and Marina

Ord and Marina

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-F

Meeting Date: January 22, 2024

Prepared By: Garrett Haertel, PE

Approved By: Remleh Scherzinger, PE

Agenda Title: Capital Improvement Program – Project Update Report

Staff Recommendation: Receive quarterly project update report on the current Capital Improvement Program (CIP).

Background: *Strategic Plan, Goal No. 2 – To provide a high-quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards.*

The FY 2023-2024 Budget approved by the Board of Directors included improvements and expansion plans for existing water, recycled water, and wastewater collection systems. The following CIP update report provides project lists currently in design/construction based on the board adopted annual budget.

Projects listed include details on service area and system. For reference, the project number contains an identifier prefix for the appropriate cost center. The prefixes include:

- District-wide projects (WD) (Projects affecting all cost centers),
- General Water (GW) (General projects affect both service areas),
- Marina Water (MW),
- Ord Community Water (OW),
- General Sewer (GS) (General projects affect both service areas),
- Marina Sewer (MS),
- Ord Community Sewer (OS),
- Recycled Water (RW), and
- Groundwater Sustainability Agency (GA).

Discussion/Analysis: The attached CIP Project Status Report lists active projects with project number, title, description, justification and status of progression through design and construction.

Within the 2023-2024 fiscal year approved budget there are a total of 32 projects included. Of the 32 currently budgeted projects; 16 are renewal and replacement, 11 are engineering improvement, 2 are for current development, 1 is for Recycled Water and 2 are for the Groundwater Sustainability Agency. Engineering staff has completed initial studies and designs on 10 projects and will be contracting full design work within the next quarter. Of the 32 projects, 5 are programmatic in nature to fund associated projects as they arise throughout the year and an additional 6 projects have been identified and funded out of these budgets. From the total project list, 28 projects are underway and 5 nearing completion. In addition, District engineering staff is also working on 20 separate major development projects, 24 small development projects and the associated project review, coordination, and construction of infrastructure that has become or will become assets of the District.

During this quarter the largest project fully funded by the District within this fiscal year is the A1/A2 Tanks and B/C Booster Station project (GW-0112). The project consists of constructing two 1.6-million-gallon tanks and a booster station. The project is located on the Cal State University Monterey Bay campus. Both new tanks are complete. The booster station pumps have been set and pump station electrical and controls are under construction. The Motor Control Center (MCC) panels are having final testing conducted and will be delivered once testing is complete and a permanent power source is supplied to the Booster Pump Station to reduce humidity to avoid deterioration of the MCC panels. The PG&E electrical source easement redesign is underway to continue moving the project forward. During routine operations of the water system, it was determined that the supply pipeline from the well field to the new tanks was in a deteriorated condition that would not allow for operation of the new tank facilities if utilized. A 24-inch replacement supply pipeline within California Avenue south into Imjin Parkway is beginning design. The pipe and appurtenances have been ordered prior to the end of calendar year 2023 to save on escalator costs.

The Tate Park Lift Station (MS-2401) has a completed preliminary design for a 2 million gallon per day lift station to service areas of northern Marina and the Marina Station Development. The City of Marina has agreed to the site location and negotiations are on-going regarding easements. Once easements have been finalized a reimbursement agreement will be executed with the Marina Station developers and construction can then commence. This lift station will, in addition to serving Marina Station, reduce the quantity of sewage flows west under California Highway 1 and near potential sensitive habitats.

Environmental Review Compliance: None required.

Climate Adaptation: The District’s goal is to provide projects that address climate change and improve the District’s footprint on the environment. The myriad of FY 2023-2024 CIP projects accomplishes this in several ways. The Solar Array Project moves the District towards more sustainable energy consumption. The alternative water supply projects and planning help to protect groundwater in Marina by reducing the amount of groundwater that must be extracted from the Salinas Valley Groundwater Basin, an aquifer that is vulnerable to seawater intrusion, drought and sea level rise associated with climate change. The ability to keep parks and public spaces green during drought conditions removes additional carbon from the atmosphere and provides a cooling effect on our communities, as well as habitat for local plant and animal species. Other water and wastewater system improvement projects provide overall system reliability and reduce the potential liability of impacts to the sensitive local environment and inefficient operation and overconsumption of resources.

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

Material Included for Information/Consideration: CIP Status Report.

Action Required: _____ Resolution _____ Motion X Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
1	WD-2401	IOP B Side Improvements Project	Complete the B-side suite at 920 Second Ave with board meeting rooms and offices	This project is needed to accommodate the consolidation of District staff locations and functions	Permitting	Patrick Breen	<ul style="list-style-type: none"> • Designs Complete • Permit Application submitted to the City
2	WD-2402	New Corp Yard	<ul style="list-style-type: none"> • Procurement and construction of new Corporation Yard to house O&M 	<ul style="list-style-type: none"> • Existing Corp yard is deteriorating • Equipment is receiving excessive damage due to exposure to the elements 	Design - 0%	Garrett Haertel	<ul style="list-style-type: none"> • Updates and Upgrades to existing site ongoing • Other potential locations being assessed
3	WD-2403	PLC Replacement Project	<ul style="list-style-type: none"> • Replace existing Programmable Logic Controllers that are no longer supported 	<ul style="list-style-type: none"> • PLCs are the main control hardware for the pump stations • Maintenance parts will be challenging to obtain following 2024 	Procurement – 0%	Derek Cray	<ul style="list-style-type: none"> • PLC order pending approval now that SCADA Phase 1 Project complete



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
4	WD-2308.1	SCADA Improvements Project (Phase 1)	<ul style="list-style-type: none"> • Complete rebuild of water and sewer SCADA systems • Addition of cellular back up, integration of micro switches at well 111 and 35, Marina Booster, and rebuild of I/O panel at E booster station 	<ul style="list-style-type: none"> • Enhances remote monitoring and control capabilities to improve efficiency and risk management 	Construction – 98%	Derek Cray	<ul style="list-style-type: none"> • Consultant continuing to update/upgrade system • Primary Project Complete, Punchlist Items remain
5	WD-2308.2	SCADA Improvements Project (Phase 2)	<ul style="list-style-type: none"> • Includes: upgrade InTouch and interference screens, add pressuring, pump efficiency, power monitoring, new switches and alarms at multiple sites, chlorine dosing capabilities, cellular backup, alongside others 	<ul style="list-style-type: none"> • Enhances remote monitoring and control capabilities to improve efficiency and risk management 	Design – 10%	Derek Cray	<ul style="list-style-type: none"> • Project Phase awaiting scheduling and funding determinations
6	WD-2404	Security and Access Improvements Project	<ul style="list-style-type: none"> • Installation of systems to improve outside and on-premises security 	<ul style="list-style-type: none"> • Improve physical security to protect important data, confidential information, networks, software, equipment, facilities, assets, and personnel 	Design – 75%	Teo Espero	<ul style="list-style-type: none"> • Solicitation and selection of contractor and vendor to be complete by end of 2023



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
7	WD-2405	Solar Array	<ul style="list-style-type: none"> New solar array at Second Ave office 	<ul style="list-style-type: none"> Improve the Districts sustainable energy portfolio Potential to offset energy surplus costs 	Design – 25%	Garrett Haertel	<ul style="list-style-type: none"> Overall system demand and potential microgrid customers being assessed and solicited.
8	WD-2309	Water/Sewer Pipeline Renew/ Replacement Program FY23/24	<ul style="list-style-type: none"> Replace failing and/or old pipeline through an annual program. 	<ul style="list-style-type: none"> Programmatic budgeting to provide Pipeline Replacement needs as identified to prevent systematic pipeline failures over time. 	Project Assessment	Garrett Haertel	<ul style="list-style-type: none"> Projects being assessed and identified as necessary
9	GW-2310	Castroville Water Pipeline Intertie	<ul style="list-style-type: none"> Production of a 30% design for the potential alignment of water service pipelines extending the existing MCWD distribution network to the Castroville Community Services District (CCSD). 	<ul style="list-style-type: none"> To complete an initial design of a pipeline with the determined alignment for water service pipelines extending MCWD’s distribution system to CCSD. 	Design – 10%	Dominique Bertrand	<ul style="list-style-type: none"> Revised Scope Design to commence January 2024



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
10	GW-2401	Inter-Garrison Rd Pipeline Upsizing	<ul style="list-style-type: none"> • Construct new 18-inch pipeline segment to complete piping alignment upsizing • Schoonover to East Garrison • Approximately 1,800 LF 	<ul style="list-style-type: none"> • Improves reliability of fire flows for East Garrison Community • Existing pipe is outdated and undersized 	Design – 30%	Andrew Racz	<ul style="list-style-type: none"> • 100% Project Design complete by end of FY23/24 • 100% Design Contract in negotiation
11	GW-2402	Booster Pumping Station Improvements Program FY23/24 (E booster station)	<ul style="list-style-type: none"> • Conduct program improvements for renewal and replacement of infrastructure within existing booster stations 	<ul style="list-style-type: none"> • Programmatic budgeting to provide Booster Pumping Station needs as identified to prevent systematic pump station failures over time. 	Project Assessment	Garrett Haertel	<ul style="list-style-type: none"> • Projects being assessed and identified as necessary
12	GW-2403	RDP- Comprehensive Desal Improvements	<ul style="list-style-type: none"> • Initial phase addresses program partnering and preliminary system planning • Design and Construction of brine line discharge system 	<ul style="list-style-type: none"> • Reduce reliance on groundwater pumping • Increase supply availability and resiliency • Supply for the Fort Ord area • Improved groundwater sustainability through Salinas Valley Subbasin 	Design and Planning – 45%	Garrett Haertel	<ul style="list-style-type: none"> • Potential Desalination Brine demand and feasibility assessment complete by end of FY23/24



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
13	GW-2404	RDP- Reservation Rd. Desal Plant Renovation	<ul style="list-style-type: none"> Implement necessary renovations to enable operations 	<ul style="list-style-type: none"> Adding desal supply into the District's water supply portfolio Enhanced reliability and resilience 	Design – 15%	Garrett Haertel	<ul style="list-style-type: none"> Existing System Assessment Complete Initial Permit discussions complete System reactivation strategy design complete by end of FY23/24
14	GW-2405	Well Rehabilitation Program (Well 12 & Soft start at 30,31)	<ul style="list-style-type: none"> Clean column, install new pumps, and other down-hole efforts as needed. 	<ul style="list-style-type: none"> Maintain well supply reliability 	Construction and procurement – 30%	Dominique Bertrand	<ul style="list-style-type: none"> Well 12 activated and new issues discovered Well assessment workplan cost and scope being negotiated Well 12 assessment complete by end of 1Q '24
15	GW-2406	Fire Hydrant Replacement	<ul style="list-style-type: none"> Replace Ord Community hydrants 	<ul style="list-style-type: none"> Existing hydrants are outdated, missing isolation valves, or are not the correct type (wet vs dry barrel) 	Design – 75%	Elijah Frenberg-Mates	<ul style="list-style-type: none"> O&M has assessed all hydrants and identified those with deficiencies Preparing programmatic bid package for unit price replacements and bidding for FY23/24 budget



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
16	GW-0112	A1/A2 Tanks BC Booster Improvements	<ul style="list-style-type: none"> • Two 1.6 MG A-Zone storage tanks • B/C – Zone BPS upgrade • Associated piping and facilities 	This project will provide water storage for Zone A in the Ord Community and Central Marina. The B and C booster pumps will pump water from Zone A tanks to Zones B and C tanks. It will provide needed storage and fire flows for the community.	Construction - 90%	Patrick Breen	<ul style="list-style-type: none"> • Distribution pipeline under construction • A-zone supply line (24" in California Ave.) from wellfield in design • Electrical work continuing, awaiting MCC Panel delivery upon final testing completion • PG&E Power Supply Easement redesign initiated
17	GW-0123	B Tank 2 Project	<ul style="list-style-type: none"> • Adjacent to existing Zone B storage tank • Increase B-Zone storage capacity • Existing CSUMB Easement 	This project is to complete tank & piping design for the B Tank Project within existing CSUMB Easement	Design – 0%	Dominique Bertrand	<ul style="list-style-type: none"> • Initial site work complete • Design to initiate January 2024
18	OW-0341	Coe Ave Pipeline Upsizing for Seaside Resort	<ul style="list-style-type: none"> • New 12-inch pipeline to replace existing 8-inch deficient plastic • Install new PRV 	This project is needed to serve Enclave 3 and increase flow through existing PRV looping the southern edge of MCWD jurisdiction. Existing pipe is outdated, poorly located, and under size	Construction – 20%	Andrew Racz	<ul style="list-style-type: none"> • Project is designed • Reimbursement agreement executed • Project construction initiated



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
19	OW-2401	Corp Yard Demo and Rehabilitation – Bldg Removal Fund	<ul style="list-style-type: none"> Supplemental blight removal and rehabilitation of buildings 	Project supplements budget need to remove/repair existing facilities at Corporation Yard. Decrease safety risk to staff associated with deteriorating buildings	Design – 10%	Dominique Bertrand	<ul style="list-style-type: none"> Initial Site investigation complete Consultant selected and beginning design and bidding process Environmental work complete February 2024
20	OW-0306	D-Zone Booster Pump Replacement	<ul style="list-style-type: none"> Replace one existing 50 HP (950 GPM) D-Zone Booster pump with a larger pump (100HP 2,000 GPM) to match specifications of remaining pump with new motor, pump and motor control center 	Currently 1 D-Zone Pump is undersized and near the end of useful life. Lacing with a larger pump will also extend the life of the remaining pump. MCC also needs replacement.	Procurement – 80%	Derek Cray	<ul style="list-style-type: none"> Pump ordered Complete by end of FY
21	OW-0201	Giggling Road Water Pipeline Replacement	<ul style="list-style-type: none"> Install 2,300 LF of 12-inch water main 	This project will replace an existing 12" AC water main that has leaked and required repair numerous times.	Design – 10%	Andrew Racz	<ul style="list-style-type: none"> Initial Design consultant selected and project initiated Final contract terms being negotiated
22	OW-2402	Ord Wastewater Treatment Plant Blight Removal – Bldg Removal Fund	<ul style="list-style-type: none"> Demolish Ord Wastewater Treatment Facility and remove blighted buildings 	This project honors commitments to State Parks, FOR A, and local community	Design – 10%	Dominique Bertrand	<ul style="list-style-type: none"> Initial Site investigation complete Consultant selected and beginning design and bidding process Environmental work complete February 2024



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
23	OW-0340	Water Pipeline in Seaside Resort McClure Road to Coe	<ul style="list-style-type: none"> • New 12-inch pipeline • Tie in Fairway Dr infrastructure to General Jim Moore Blvd 	<ul style="list-style-type: none"> • Needed to serve hotel, time-share, and residential • Allow adequate fire flows to hotel • Resolve low pressure issues on East Fairway Dr 	Design – 75%	Andrew Racz	<ul style="list-style-type: none"> • Project Initial design complete • Working with resort engineers and other golf course developers on comprehensive design strategy
24	GS-2401	Lift Station Wetwell Lining Program (LS #2)	<ul style="list-style-type: none"> • Programmatic replacement or addition of wetwell lining at sewer lift stations. 	<ul style="list-style-type: none"> • Protects concrete from deterioration • Severe deterioration can lead to failure of lift station 	Project Assessment	Garrett Haertel	<ul style="list-style-type: none"> • Projects being assessed and identified as necessary
25	GS-2402	Lift Station Improvement Program FY23/24 (Reservation Dr. LS)	<ul style="list-style-type: none"> • Programmatic lift station renewal and replacement efforts to maintain successful operation 	<ul style="list-style-type: none"> • Maintain operation and reduce risk of spills 	Project Assessment	Garrett Haertel	<ul style="list-style-type: none"> • Projects being assessed and identified as necessary
26	MS-2401	Tate Park LS	<ul style="list-style-type: none"> • Installation of new sanitary sewer lift station and associated gravity and force mains. 	<ul style="list-style-type: none"> • Needed to serve the Marina Station development and existing Central Marina customers • Existing site is under sized and poorly located • Location improves resiliency against climate change 	Design – 20%	Andrew Racz	<ul style="list-style-type: none"> • Preliminary Conceptual Lift station design complete • Final station location agreed to with the City • Final design proposal received, awaiting approval



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
27	OS-0210	1 st Ave Gravity Main	<ul style="list-style-type: none"> Rehabilitation of the existing 30-inch sanitary sewer pipeline using CIPP trenchless technology 3,100 LF 	<ul style="list-style-type: none"> Existing pipeline is far outdated and in poor condition 	Design – 20%	Andrew Racz	<ul style="list-style-type: none"> Project design initiated Bid documents in preparation Pending easement with the City
28	OS-0348	Odor Control Program (Imjin parkway LS)	<ul style="list-style-type: none"> Conduct programmatic odor control activities as sites are identified. 	Ongoing programmatic odor control efforts reduce corrosive environments that deteriorate sewer infrastructure and efforts also address public concerns at identified location.	Design - 85%	Andrew Racz	<ul style="list-style-type: none"> Project odor control designed Appurtenance design initiated with on-call contract
29	OS-2305	Manhole Rehab and Lining Lightfighter 21 Manholes	Rehabilitate and line 21 sewer manholes along Lightfighter Dr.	<ul style="list-style-type: none"> Manholes are deteriorated and need refurbishment to extend asset life. 	Design – 20%	Andrew Racz	<ul style="list-style-type: none"> Project design initiated Bid documents in preparation
30	RW-2401	ATW Irrigation Connection at Armstrong ranch	<ul style="list-style-type: none"> Construction of turnout off an existing stub-out of the RUWAP main 	<ul style="list-style-type: none"> Allow access to recycled water at this location Allow for early stage recycled water monitoring through sensors 	Design – 30%	Dominique Bertrand	<ul style="list-style-type: none"> Initial design complete Final design by end of FY23/24



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
31	GA-2401	Indirect potable Reuse Program - Sand Tank	<ul style="list-style-type: none"> • Programmatic plan, design, and construction of indirect potable reuse system. • 400LF of pipeline to connect to treated recycled water main, injection well, and appurtenances 	<ul style="list-style-type: none"> • Current regulatory climate indicating direct potable reuse to be approved • Project will increase water supply portfolio if DPR approved 	Design – 0% (On Hold)	Garrett Haertel	<ul style="list-style-type: none"> • Project on-hold pending grant award
32	GA-2402	Install Monitoring Wells	<ul style="list-style-type: none"> • Adress monitoring data gaps in the Monterey/Ord management area 	<ul style="list-style-type: none"> • Adress areas of missing data • Analyze future feasibility of projects requiring study of the aquifer 	Design – 0%	Partick Breen	<ul style="list-style-type: none"> • Monitoring Well locations being determined • EKI under contract for design • Final design complete by May '24 • Grant Funding underway

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-G

Meeting Date: January 22, 2024

Prepared By: Paul Lord

Approved By: Remleh Scherzinger, PE

Reviewed By: Patrick Breen

Agenda Title: Receive the Validated 2022 Water Loss Audit Report and 2022 Level 1 Validation Review Documents

Staff Recommendation: Receive the Validated 2022 Water Loss Audit Report and 2022 Level 1 Validation Review document.

Background: *Strategic Plan, Mission Statement – We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: California Senate Bill 555, passed in October 2015, requires all urban retail water suppliers in the state to submit a completed and third party validated water loss audit annually to the California Department of Water Resources.

A water loss audit is an accounting exercise that is conceptually like a financial audit. Whereas a financial audit tracks all sources and uses of funds for an organization, a water loss audit tracks all sources and uses of water within a water system over a specified period to estimate the volume and value of water loss. Water loss audits are a valuable tool used to help identify and prioritize a water purveyor’s operations that can be improved to maximize the efficiency of water production and delivery. The water loss audit also helps improve the generation of revenue by estimating the financial value of water losses. Having a water loss audit validated by an independent third party assures that the source of the data is reliable, complete, consistent, and accurate.

Staff’s efforts to improve data validity and reduce real and apparent losses during the calendar year 2022 Water Loss Audit period included:

- Starting in May of 2022 and for new water services, “Advanced Meter Infrastructure (AMI)-Ready” meter installation commenced to improve leak detection, water use monitoring, conduct water budgeting, and improve future customer service. 275 New “AMI-Ready” water meters installed in 2022 (2.8% of active accounts).
- Staff continued the ongoing replacement of the oldest, large, 4” -8” meters.
- When a large meter replacement was not possible on older meters, staff replaced faulty meter registers with the newer “AMI-Ready” meter registers.
- Zone pressure monitoring was integrated into the District's SCADA for all pressure zones. Realtime data indicating high and low pressures outside an acceptable range will trigger an alarm and send notification to staff on-call. A drop in pressure can indicate a leak in the system.
- Production Well Meters were flow tested.
- Staff completed the integration of production well SCADA telemetry.

As summarized in the attached *2022 Water Loss Audit Review Documents*, the overall Data Validity Score improved from a score of 70 in 2021 to 73 in 2022. The district achieved improvements in data reliability by completing the installation of distribution pressure monitoring equipment and having more accurate well production meters for the whole calendar year.

The more accurate measurement of water production (an increase) revealed more water losses (difference between water production and water deliveries). The calculated amount of real water losses (primarily due to distribution system leakage) was reduced as the estimated amount of apparent water losses due to customer metering inaccuracy (due to an aging meter population and under-registration of water deliveries) was increased from an estimate of 1.5% to 6% year-to-year. This change brings both the amount of water losses due to distribution system leakage and the amount of water lost due to customer metering inaccuracy more in-line with expectations for a water distribution system similar to MCWD's.

If found to be cost effective, the following actions should be considered because they would lead to improvements in data reliability, some long-term water loss control, and additional generation of revenue:

- The completion of a Real Loss Component Analysis to develop a leakage profile.
- The completion of an Apparent Loss Component Analysis to develop an apparent loss profile.
 - Determine meter inventory by age.
 - Conduct small meter accuracy testing.
- Implement a Cost-benefit analysis & target setting for water loss components.
- Design and implement a water loss control program for cost-effective interventions such as:
 - Replacement of the aging meter population.
 - Distribution system leak detection.

Environmental Review Compliance: None Required.

Legal Counsel Review: None Required.

Climate Adaptation: None Required.

Financial Impact: ____ Yes X No **Funding Source/Recap:** None

Other Considerations: None

Material Included for Information/Consideration: Attachment A - 2022 Water Loss Audit Review Documents.

Action Required: ____ Resolution X Motion ____ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

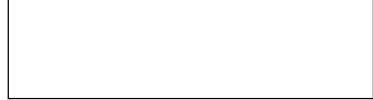
Certified Validation Report Template, Part A: Provided by Validator

Insert Logo (Optional)

Audit Information

Water System Name: Marina Coast Water District
Public Water System Identification (PWSID) ¹: CA2710017

¹List only 1 PWSID, which should match the PWSID on the FWAS Instructions Tab. For Special cases where multiple water systems are connected with permanent two-way interties, list those additional PWSIDs in the Notes below and describe the water distribution system(s) configuration.



PWSID and Special Water System Configuration Notes (Provided to Validator by Water System):

Audit Period Start Date: 1/1/2022
Validation Date: 11/15/2023

Water System Representatives

Paul Lord,
Patrick
Breen,
Derek Cray

Sufficient Supporting Documents Provided: Yes

Validation Findings & Confirmation Statement

Key Audit Metrics:

Data Validity Score: 73
Non-revenue water as percent of cost of operating system: 2.3

Data Validity IV

Real Loss: 32.7 gal/conn/day or 1,092 gal/mile/day
Apparent Loss: 24.1 gal/conn/day
IL: 1.7

Certification Statement by Validator:

This water loss audit report has been Level 1 validated per the requirements of California Code of Regulations Title 23, Division 2, Chapter 7 and the California Water Code Section 10608.34.

All recommendations on volume derivation and Data Validity Grades were incorporated into the water audit: Yes

If not, rejected recommendations are included here:

Validator Information

Water Audit Validator Name: Ashlee Hollifield
CA-NV AWWA WAV Certification Expiration Date: 10/20/2026

Email: ashlee.hollifield@cavanaugholutions.co

Qualifications: Water Audit Validator Certificate issued by the CA-NV Section of the AWWA

Certified Validation Report Template, Part B: Provided by Utility

Water System Name:	Marina Coast Water District
Public Water System Identification (PWSID) ²:	CA2710017

² List only 1 PWSID, which should match the PWSID on the FWAS Instructions Tab. For special cases where multiple water systems are connected with permanent two-way interties, those additional PWSIDs should be listed in the Notes Section on the Validator Certification to be submitted to DWR along with this Utility Certification form and the AWWA FWAS water loss audit.

Water Audit & Water Loss Improvement Steps:

1. Steps Taken:

Water System to identify steps taken in the preceding 3 years to increase data validity, reduce real loss, and reduce apparent loss as informed by the annual validated water audit (23 CCR Section 638.5(b)(3): Beginning in 2018, information identifying steps taken by the urban retail water supplier in the preceding 3 years to increase the validity of data entered into the final audit, reduce the volume of apparent losses, and reduce the volume of real losses, as informed by the annual validated water audit.

Audit Period Start Date: 1/1/2022

Steps Taken The Year After Audit Data Year:

- Continued "AMI-Ready" meter installation for all new services and meter replacements.
- Continued replacement of the oldest, largest meters.
- Hydrant maintenance was performed on the district's hydrants, including exercising the stems and ensuring all hydrants were fully closed.
- Phase 1 of the SCADA upgrade project was completed. This work includes more intuitive screens, alarms, and faster communications to provide a quick response if there is a pressure drop in the system.
- Maintenance was performed on the District's Pressure Reducing Valves to ensure proper operation and to prevent a surge of water that could cause line breaks and leaks.
- Production Well Meters flow tested

Steps Taken During the Audit Data Year:

- Starting in May of 2022 and for new water services, "AMI-Ready" meter installation commenced to improve future leak detection, water use monitoring, conduct water budgeting, and improve future customer service. 275 New "AMI-Ready" water meters installed in 2022 (2.8% of active accounts).
- Staff continued ongoing replacement of oldest, larger meters.
- Zone pressure monitoring was integrated into the District's SCADA for all pressure zones. Realtime data indicating high and low pressures outside an acceptable range will trigger an alarm and send notification to staff on-call.
- Production Well Meters flow tested.
- Completion of production well SCADA integration

Steps Taken the Year Before The Audit Data Year:


- Replaced older propeller-type well production meters with more accurate magnetic-type meters. Meters were new and factory calibrated
- Production well meters tied to SCADA to read flow rates and pressure
- Ongoing efforts to replace failing meter registers throughout the district
- Telemetry installation for real-time storage tank water level readings and daily reports
- A GIS system data update was completed again in 2021. This allowed for a recalculation of Length of Mains to reflect new mainline installations in 2020-21
- The district IT department performed a more thorough analysis of consumption data each billing cycle.

2. Planned Steps

(OPTIONAL UNLESS your audit reflects negative real losses or the cost of non-revenue water is greater than 100% of the operating costs. Your audit will not meet code requirements for these issues and you need to convey what steps you are planning in the coming year to address these issues. If you already know what steps you plan to take, you may list them here. If not, please prepare a response within 90 days (23 CCR Section 638.6(a)).

- Continue "AMI-Ready" meters specified for all new services and meter replacements.
- Continue replacement of oldest, larger meters.
- Continue production well meter testing.
- Phase 2 of SCADA upgrade project is planned and contingent on a Bond. This project includes the addition of power use monitoring, production well efficiency data, security, and additional sewer items.

3. Certification Statement by Utility Executive:

Executive Name (Print)	Executive Position	Date	Insert Signed image or DocuSign PDF as Excel object
Remleh Scherzinger	General Manager	11/15/2023	 Signed 2022 Utility Certification Statement 111523.pdf



AWWA Free Water Audit Software v6.0

FWAS v6.0

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This spreadsheet-based water audit tool is designed to help quantify and track water losses associated with water distribution systems and identify areas for improved efficiency and cost recovery. It provides a "top-down" summary water audit format and is not meant to take the place of a full-scale, comprehensive water audit format. Auditors are strongly encouraged to refer to the most current edition of AWWA M36 Manual for Water Audits for detailed guidance on the water auditing process and targeting loss reduction levels. This tool contains several separate worksheets. Sheets can be accessed using the tabs at the bottom of the screen, or by clicking the TOC links below.

Table of Contents (TOC)

- Start Page** The current sheet. Enter contact information and basic audit details.
- Worksheet** Enter the required data on this worksheet to calculate the water balance and data grading.
- Interactive Data Grading** Answer questions about operational practices for each audit input, and the data validity grades will automatically populate.
- Dashboard** Review NRW components, performance indicators and graphical outputs to evaluate the results of the audit.
- Notes** Enter notes to explain how values were calculated, document data sources, and related information about data management practices.
- Blank Sheet** By popular demand! A blank sheet. The world is your canvas.
- Water Balance** The values entered in the Worksheet automatically populate the Water Balance.
- Loss Control Planning** Use this sheet to interpret the results of the audit validity score and performance indicators.
- Definitions** Use this sheet to understand the terms used in the audit process.
- Service Connection Diagram** Diagrams depicting possible customer service connection line configurations.
- Acknowledgements** Acknowledgements for development of the AWWA Free Water Audit Software v6.0.

AWWA Web Resources for Water Loss Control

- <https://www.awwa.org/Resources-Tools/Resource-Topics/Water-Loss-Control>
- Items referenced in the Free Water Audit Software v6.0 on the web:
 - Data Grading Matrix v6.0
 - Example Water Audit v6.0
 - Water Audit Compiler v6.0
 - AWWA Reports on Performance Indicators
 - M36 Manual

Enter Basic Information

Name of Utility:	Marina Coast Water District
Name of Contact Person:	Paul Lord
Email:	plord@mcwd.org
Telephone Ext.:	(831) 883-5905
City/Town/Municipality:	Marina
State / Province:	California (CA)
Country:	USA
Audit Preparation Date:	May 30 2023
Audit Year:	2022
Audit Year Label:	Calendar (Fiscal, Calendar, etc)
Audit Period Start Date:	Jan 01 2022
Audit Period End Date:	Dec 31 2022
Volume Reporting Units:	Acre-feet
Water System Structure:	Retail
Water Type:	Potable Water
System ID Number:	CA2710017
Validator Name/ID:	Ashlee Hollifield
Validator Email:	ashlee.hollifield@cavanaughssolutions.com
Estimated Total Population Served by Water Utility:	36,214

Key of Input Acronyms

In order of appearance in the Worksheet

- VOS** Volume from Own Sources
- VOSEA** VOS Error Adjustment
- WI** Water Imported
- WIEA** WI Error Adjustment
- WE** Water Exported
- WEEA** WE Error Adjustment
- BMAC** Billed Metered Authorized Consumption
- BUAC** Billed Unmetered Authorized Consumption
- UMAC** Unbilled Metered Authorized Consumption
- UUAC** Unbilled Unmetered Authorized Consumption
- SDHE** Systematic Data Handling Errors
- CMI** Customer Metering Inaccuracies
- UC** Unauthorized Consumption
- Lm** Length of mains
- Nc** Number of service connections
- Lp** Average length of (private) customer service line
- AOP** Average Operating Pressure
- CRUC** Customer Retail Unit Charge
- VPC** Variable Production Cost

Color Key

User input Calculated Optional default

Guidance for the Worksheet

Choosing to enter unit of **percent** or **volume** (applies to VOSEA, WIEA, WEEA, CMI)

choose entry option:

1.00%	percent	or
	volume	25.000

Choosing to enter **default** or **custom input** (applies to UUAC, SDHE, UC)

choose entry option:

0.25%	default	or
	custom	75.000

Guidance for the Interactive Data Grading

Use acronym buttons in IDG header to navigate among inputs. Acronym Key above. White = needs answers, orange = complete, clear = not required. Example below.

VOS	VOSEA	WI	WIEA	WE	WEEA	BMAC	BUAC	UMAC	UUAC
SDHE	CMI	UC	Lm	Nc	Lp	AOP	CRUC	VPC	

After clicking an acronym button, answer all visible questions in the order they're presented, choosing best-fit answer

Grade will populate when all visible questions are complete for an input

The limiting criteria will be labeled along the right. If only 1 limiting criterion is shown, improving on that criterion will achieve a higher data grade. If multiple limiting criteria are shown, improving on *each* limiting criterion is necessary to achieve a higher data grade. A complete inventory of data grading criteria is available in the Data Grading Matrix v6.0 (see web resources)

Limiting

If you have questions or comments regarding this software please contact us at: wlc@awwa.org



AWWA Free Water Audit Software: Worksheet

FWAS v6.0
American Water Works Association
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Water Audit Report for: **Marina Coast Water District**
Audit Year: **2022** | **Jan 01 2022 - Dec 31 2022** | **Calendar**

Click 'n' to add notes | Click 'g' to determine data validity grade | To edit water system info: [go to start page](#)

To access definitions, click the [input name](#)

All volumes to be entered as: ACRE-FEET PER YEAR

Water Supplied Error Adjustments

choose entry option:

VOS	Volume from Own Sources:	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="7"/>	<input type="text" value="3,544.220"/>	Acre-ft/Yr	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="8"/>	<input type="text" value="volume"/> <input type="text" value="2.505"/>	acre-ft/yr	<input type="text" value="over-registration"/>	VOSEA
WI	Water Imported:	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="n/a"/>	<input type="text" value="0.000"/>	Acre-ft/Yr					WIEA
WE	Water Exported:	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="n/a"/>	<input type="text" value="0.000"/>	Acre-ft/Yr					WEEA
WATER SUPPLIED:			<input type="text" value="3,541.715"/>	Acre-ft/Yr					

AUTHORIZED CONSUMPTION

BMAC	Billed Metered:	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="9"/>	<input type="text" value="3,040.210"/>	Acre-ft/Yr					
BUAC	Billed Unmetered:	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="n/a"/>	<input type="text" value="0.000"/>	Acre-ft/Yr					
UMAC	Unbilled Metered:	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="4"/>	<input type="text" value="5.020"/>	Acre-ft/Yr					
UUAC	Unbilled Unmetered:	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="10"/>	<input type="text" value="2.272"/>	Acre-ft/Yr					
AUTHORIZED CONSUMPTION:			<input type="text" value="3,047.502"/>	Acre-ft/Yr					

choose entry option:

acre-ft/yr

WATER LOSSES

Acre-ft/Yr

Apparent Losses

Default option selected for Systematic Data Handling Errors, with automatic data grading of 3

SDHE	Systematic Data Handling Errors:	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="3"/>	<input type="text" value="7.601"/>	Acre-ft/Yr					
CMI	Customer Metering Inaccuracies:	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="2"/>	<input type="text" value="194.376"/>	Acre-ft/Yr					
UC	Unauthorized Consumption:	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="3"/>	<input type="text" value="7.601"/>	Acre-ft/Yr					

choose entry option:

<input type="text" value="0.25%"/>	<input type="text" value="default"/>
<input type="text" value="6.00%"/>	<input type="text" value="percent"/>
<input type="text" value="0.25%"/>	<input type="text" value="default"/>

Default option selected for Unauthorized Consumption, with automatic data grading of 3

Apparent Losses: Acre-ft/Yr

Real Losses

Real Losses: Acre-ft/Yr

WATER LOSSES: Acre-ft/Yr

NON-REVENUE WATER

NON-REVENUE WATER: Acre-ft/Yr

SYSTEM DATA

Lm	Length of mains:	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="10"/>	<input type="text" value="232.6"/>	miles	(including fire hydrant lead lengths)
Nc	Number of service connections:	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="8"/>	<input type="text" value="7,760"/>		(active and inactive)
	Service connection density:		<input type="text" value="33"/>	conn./mile main	
Lp	Are customer meters typically located at the curbstop/property line?		<input type="text" value="Yes"/>		
AOP	Average length of customer service line has been set to zero and a data grading of 10 has been applied				
	Average Operating Pressure:	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="10"/>	<input type="text" value="60.0"/>	psi	

COST DATA

CRUC	Customer Retail Unit Charge:	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="10"/>	<input type="text" value="\$5.15"/>	\$/100 cubic feet (ccf)	Total Annual Operating Cost
VPC	Variable Production Cost:	<input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="8"/>	<input type="text" value="\$190.81"/>	\$/acre-ft	<input type="text" value="\$22,875,477"/> \$/yr (optional input)

WATER AUDIT DATA VALIDITY TIER:

*** The Water Audit Data Validity Score is in Tier IV (71-90). See Dashboard tab for additional outputs. ***

[go to dashboard](#)

A weighted scale for the components of supply, consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY:

Based on the information provided, audit reliability can be most improved by addressing the following components:

- 1: Volume from Own Sources (VOS)
- 2: Customer Metering Inaccuracies (CMI)
- 3: Unauthorized Consumption (UC)

KEY PERFORMANCE INDICATOR TARGETS:

OPTIONAL: If targets exist for the operational performance indicators, they can be input below:

Unit Total Losses:	<input type="text"/>	gal/conn/day
Unit Apparent Losses:	<input type="text"/>	gal/conn/day
Unit Real Losses ^a :	<input type="text"/>	gal/conn/day
Unit Real Losses ^b :	<input type="text"/>	gal/mile/day

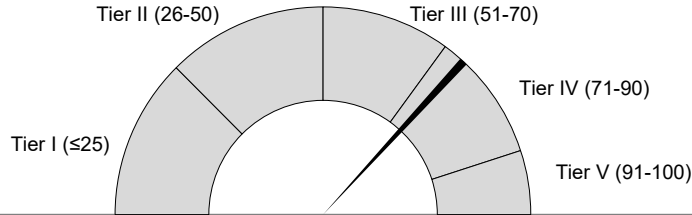
If entered above by user, targets will display on KPI gauges (see Dashboard)



Data Validity

Data Validity Score: **73** Data Validity Tier: **Tier IV (71-90)**

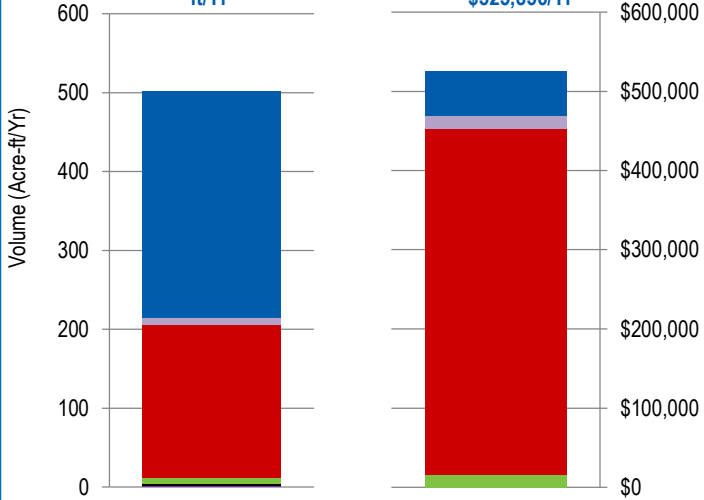
See [Loss Control Planning](#) for Tier Details



NRW Components Summary

Total Volume of NRW = 502 Acre-ft/Yr

Total Cost of NRW = \$525,856/Yr

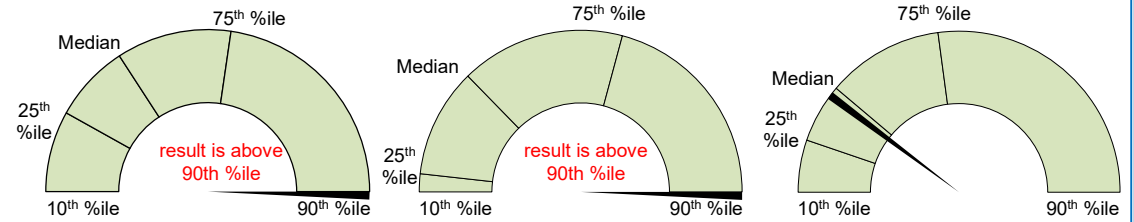


Real Losses	Unauthorized Consumption
Systematic Data Handling Errors	Unbilled Unmetered Auth Cons
Customer Metering Inaccuracies	Unbilled Metered Authorized Cons

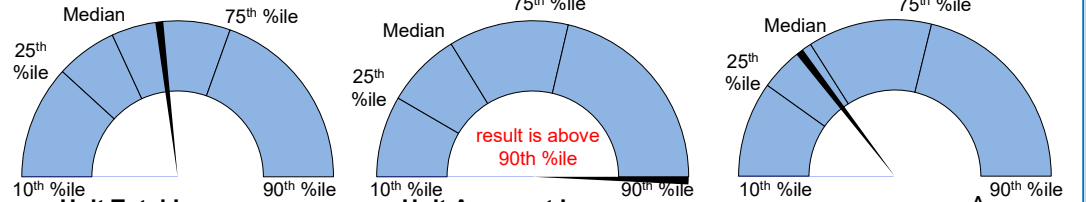
	Volume Acre-ft/Yr	Value \$/Yr	Basis of Valuation
Apparent Losses	209.6	\$469,496	CRUC
Real Losses	284.6	\$54,311	VPC
Unbilled Authorized Cons	7.3	\$1,391	VPC
Non-Revenue Water	501.5	\$525,198	Blended

Key Performance Indicators

gauge %iles per validated industry ranges²

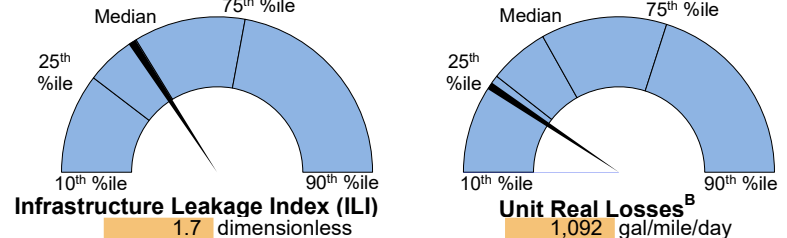
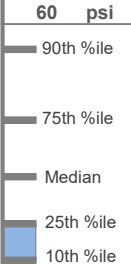


Total Loss Cost Rate 67.50 \$/conn/year
Apparent Loss Cost Rate 60.50 \$/conn/year
Real Loss Cost Rate 7.00 \$/conn/year



Unit Total Losses 56.9 gal/conn/day
Unit Apparent Losses 24.1 gal/conn/day
Unit Real Losses^A 32.7 gal/conn/day

Average Operating Pressure



See UARL definition for additional guidance on the ILI

(UARL) Unavoidable Annual Real Losses 162.8 Acre-ft/Yr 18.7 gal/conn/day

Guidance Information for Key Performance

- The eight indicators shown are the recommended suite per the AWWA Water Loss Control Committee 2020 Position on KPIs¹.
- A suite of KPIs is necessary, as no single KPI can holistically communicate water loss performance for a given water system.
- See Table 1 below for Uses and Limitations for each KPI, excerpted from the AWWA Water Loss Control Committee Report (2020)¹, with naming conventions updated.
- Percentiles (%iles) shown on KPI gauges come from Level 1 validated data in the AWWA WLCC Reference Water Audit Dataset (2020)².
- KPI %iles shown above are not segregated by cohorts. Limited KPI data by cohorts may be found in WRF 4695 Guidance Manual, Appendix B (2019)³.
- Actual KPI results that fall below 10th %ile or above 90th %ile do not necessarily imply error, but should be viewed with scrutiny.
- Percentiles not intended to imply targets. Targets may be input by user for operational KPIs, if desired, on Worksheet.
- See UARL and ILI in Definitions tab for discussion of size and pressure limitations.
- Systems that fall on the extreme ends of size or connection density should use caution when interpreting Unit Losses KPIs.

AWWA Free Water Audit Software
Water Balance

Water Audit Report for: **Marina Coast Water District**

Audit Year: **2022**

Jan 01 2022 - Dec 31 2022

Data Validity Tier: **Tier IV (71-90)**

FWAS v6.0

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		Water Exported (WE) (corrected for known errors)	Billed Water Exported				Revenue Water (Exported)
		0.000					0.000
Volume from Own Sources (VOS) (corrected for known errors)	System Input Volume	Water Supplied	Authorized Consumption	Billed Authorized Consumption	Billed Metered Consumption (BMAC) (water exported is removed)	Revenue Water	
			3,047.502	3,040.210	3,040.210	3,040.210	
3,541.715	3,541.715	3,541.715	Water Losses	Unbilled Authorized Consumption	Unbilled Metered Consumption (UMAC)	Non-Revenue Water (NRW)	
				7.292	5.020		
Water Imported (WI) (corrected for known errors)			494.213	Apparent Losses	Systematic Data Handling Errors (SDHE)	501.505	
					209.577		7.601
0.000				Real Losses	Customer Metering Inaccuracies (CMI)		
					284.636	194.376	
					Unauthorized Consumption (UC)		
					7.601		
					Leakage on Transmission and/or Distribution Mains		
					Not broken down		
					Leakage and Overflows at Utility's Storage Tanks		
					Not broken down		
					Leakage on Service Connections		
					Not broken down		



**AWWA Free Water Audit Software:
Determining Water Loss Standing**

FWAS v6.0
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Water Audit Report for: **Marina Coast Water District**
 Audit Year: **2022** **Jan 01 2022 - Dec 31 2022**
 Data Validity Tier: **Tier IV (71-90)**

Water Loss Control Planning Guide

Functional Focus Area	Water Audit Data Validity Tier (Score Range)				
	Tier I (1-25)	Tier II (26-50)	Tier III (51-70)	Tier IV (71-90)	Tier V (91-100)
Audit Data Collection	Launch auditing and loss control team; address supply metering deficiencies	Analyze business process for customer metering and billing functions and water supply operations; Identify data gaps; improve supply metering	Establish/revise policies and procedures for data collection	Refine data collection practices and establish as routine business process	Annual water audit is a reliable gauge of year-to-year water efficiency standing
Short-term loss control	Research information on leak detection programs; Begin flowcharting analysis of customer billing system	Conduct loss assessment investigations on a sample portion of the system: customer meter testing, leak survey, unauthorized consumption, etc	Establish ongoing mechanisms for customer meter accuracy testing, active leakage control and infrastructure monitoring	Refine, enhance or expand ongoing programs based upon economic justification	Stay abreast of improvements in metering, meter reading, billing, leakage management and infrastructure rehabilitation
Long-term loss control		Begin to assess long-term needs requiring large expenditure: customer meter replacement, water main replacement program, new customer billing system or AMR/AMI system	Begin to assemble economic business case for long-term needs based upon improved data becoming available through the water audit process	Conduct detailed planning, budgeting and launch of comprehensive improvements for metering, billing or infrastructure management	Continue incremental improvements in short-term and long-term loss control interventions
Target-setting			Establish long-term apparent and real loss reduction goals (+10 year horizon)	Establish mid-range (5 year horizon) apparent and real loss reduction goals	Evaluate and refine loss control goals on a yearly basis
Benchmarking			Preliminary Comparisons - can begin to rely upon with PIs for performance comparisons for real losses	Performance Benchmarking with PIs is meaningful in comparing real loss standing	Identify Best Practices/ Best in class; PIs are very reliable as real loss performance indicators for best in class service

For validity scores of 50 or below, the shaded blocks should not be focus areas until better data validity is achieved.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-H

Meeting Date: January 22, 2024

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Adoption of Resolution No. 2024-02 to Adopt the FY 2023-2024 Updates to the District Investment Policy

Staff Recommendation: Adopt Resolution No. 2024-02 to adopt the FY 2023-2024 updates to the District Investment Policy

Background: *Strategic Plan, Objective No. 3 – To manage public funds to assure financial stability, prudent rate management, and demonstrate responsible stewardship. Our fiscal strategy is to forecast, control and optimize income and expenditures in an open and transparent manner. We will efficiently use our financial resources to assure availability to fund current and future demands.*

The FY 2021-2022 District Investment Policy was last reviewed on January 20, 2022 and was adopted through Resolution No. 2022-28 with the recommendation of adding Treasury Securities as an additional investment type.

Discussion/Analysis: The District’s Investment policy is in compliance with the State Government Code Section 53600 and it’s being updated to include investments through Joint Powers Authorities meeting the requirements of Government Code Section 56301(p). This recommendation will provide additional investment opportunities while providing safety of principal, daily liquidity, and competitive returns. In addition, the policy has been updated to highlight the District’s investment objectives as set forth in Government Code Section 53600.5. Minor edits to the investment policy have also been included in the update.

Environmental Review Compliance: None required.

Legal Counsel Review: Legal Counsel has reviewed the FY 2023-2024 Revised Investment Policy.

Climate Adaptation: Not applicable.

Financial Impact: ___Yes ___X___No **Funding Source/Recap:** None

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2024-02; FY 2023-2024 Proposed Draft District Investment Policy - redlined; FY 2023-2024 Proposed Draft District Investment Policy – clean version.

Action Required: ___X___Resolution _____Motion _____Review
(Roll call vote is required.)

Motion By _____ Seconded By _____ Board Action _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

January 22, 2024

Resolution No. 2024-02
Resolution of the Board of Directors
Marina Coast Water District
Approving the FY 2023-2024 Updates to the District Investment Policy

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on January 22, 2024, at 920 Second Avenue, Suite A, Marina, California as follows, as follows:

WHEREAS, the District’s current investment policy is in compliance with the State Government Code; and,

WHEREAS, to provide additional investment opportunities while providing safety of principal, daily liquidity, and competitive returns, the investment policy is updated to include investments through Joint Powers Authorities meeting the requirements of Government Code Section 56301(p) as an allowable investment type; and,

WHEREAS, policy has been updated to highlight the District’s investment objectives as set forth in Government Code Section 53600.5; and,

WHEREAS, minor edits from staff have been included in the updated investment policy.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby:

1. adopt Resolution No. 2024-02 to adopt the FY 2023-2024 Updates to the District Investment Policy; and,
2. authorize the General Manager to execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on January 22, 2024, 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 _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, 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. 2024-02 adopted January 22, 2024.

Remleh Scherzinger, Secretary

MARINA COAST WATER DISTRICT

POLICY MANUAL

POLICY TITLE: Investment Policy

POLICY NUMBER: 3040

3040.1 Purpose. The purpose of this policy is that all investments and deposits of District funds for ~~2021-2023-2022-2024~~ shall be made only as set forth in this Annual Statement of Investment Policy in accordance with the Government Code.

3040.2 Applicable Law. The District's Investment Policy is based on provisions of the Government Code set forth in Title 5, Division 2, Part 1, Chapter 4, Articles 1 and 2 (commencing at Section 53600) of the California Government Code governing the investment of local agency funds and deposits of public monies. All references to code sections in this Statement, unless otherwise specified, are from the California Government Code. The District adopted this Policy at the December 7, 2015, meeting of the Board of Directors.

As set forth in Government Code Section 53600.5, the primary objective of the District's investment program shall be to safeguard the preserve principal of funds (safety). The secondary objective shall be to meet the liquidity needs (liquidity). The third objective shall be to achieve a return on the funds invested (return).

Investments shall be made as if by a prudent person using the same discretion and intelligence a person would use in managing personal affairs and certainly not for speculation. ~~The District intends to invest prudently in order to safeguard the invested principal and accrued interest and to produce an acceptable rate of return after first considering safety and liquidity.~~ As far as possible, all money belonging to or in the custody of the District, including money paid to the treasurer or other official to pay the principal, interest, or penalties of bonds, shall be deposited for safekeeping in an institution as described in Section 53635.2, observing the limitations specified in Sections 53601 and 53635.

3040.3 Investment Procedures.

3040.3.1 The Director of Administrative Services may invest monies not required for expenditure during the terms of the investment without first securing further Board approval if the investment is one of the following types:

- Local Agency Investment Fund of the State of California.
- Time certificates of deposits issued by a nationally or state-chartered bank or a state or federal association located within the State of California if fully secured by federal insurance or approved collateral at the required percentage of market value.
- ~~United States Treasury securities that are guaranteed by the full faith and credit of the U.S. Treasury.~~
- United States Treasury notes, bonds, bills, or certificates of indebtedness, or

those for which the faith and credit of the United States are pledged for the payment of principal and interest.

- Investments through Joint Powers Authorities meeting the requirements of Government Code Section 53601(p).

3040.3.2 The Director of Administrative Services may invest monies not required for expenditure during the term of the investment only after securing further Board approval if the investment is one of the following types:

- Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.
- Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
- Bonds, notes, warrants, or other evidence of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
- Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- Investments in repurchase agreements may be made, on an investment authorized in this section, when the term of the agreement does not exceed one year. The market value of securities that underlie a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.
- Time certificates of deposit issued by a nationally or state-chartered bank or a state or federal association located outside of the State of California if secured by federal insurance.

3040.3.3 No investment shall be purchased:

- On margin.
- "Forward" or "in the future."
- Based on foreign currency.
- Which are specified in Government Code Section 53601.6.

3040.3.4 unless (a) required to be of shorter maturity by law, (b) specifically authorized by the Board, or (c) as a part of a program no less than three months prior to the date of purchase. ~~No~~ investment shall be made with a maturity date greater than five years from the date of purchase unless specifically authorized by the Board or as a part of a program no less than three months prior to the date of purchase.

3040.4 Use of Securities Dealers and Brokers. When not purchasing an investment directly from the issuer, the District shall purchase it from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporation Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from savings association or a federal association, or from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank, as required by Section 53601.5.

3040.5 Investment Authority and Reporting Requirements.

3040.5.1 Director of Administrative Services: To the extent consistent with law, the Director of Administrative Services ("DAS") shall perform the duties of "treasurer" under Sections 53630 through Sections 53686. District funds deposited in any account are deemed to be in the treasury of the District, pursuant to Section 53636. The DAS is responsible for the safekeeping of money in his or her custody and shall enter into any contract with a depository relating to any deposit, which in his or her judgment is to the public advantage, as provided by Section 53649. The DAS is responsible for compliance with all state laws governing the day-to-day management of deposits as set forth in Sections 53630 through 53686.

3040.5.2 Borrowing Funds: In making any decision that involves borrowing in the amount of one hundred thousand (\$100,000) or more, the Board shall discuss, consider, and deliberate each decision as a separate item of business on the agenda of its meeting as prescribed in the Government Code, commencing at Section 54950.

3040.5.3 Director of Administrative Services' Quarterly Report: The DAS shall present quarterly reports on investments to the General Manager and Board. The report shall show the type of investment, how title is held, institution, date of maturity, amount of deposit, current market value for all securities with a maturity of more than 12 months, rate of interest, the relationship of each investment to this investment policy, information showing that expenditure requirements can be met in the following quarter and specify investments made pursuant to Government Code Section 53601(i), and 53601.1. The quarterly reports shall also show whatever additional information the Board may require.

3040.5.4 In Lieu Statements: For District investments placed in the Local Agency Investment Fund, created by Section 16429.1, in FDIC-Insured accounts in a bank or savings and loan association, in a county investment pool, or any combination of these, the DAS may supply the most recent statement or statements received by the District from these institutions in lieu of the information required by **3040.5.3**.

3040.5.5 Investment Committee: The Budget & ~~Personnel-Engineering~~ Committee shall periodically review the investments held by the District, the cash flow requirements of the District, and the compliance of its investments with this Statement. The Committee shall make an annual report and recommendation to the Board concerning implementation or changes in this policy. If there is no Budget & ~~Personnel-Engineering~~ Committee, the Board shall perform the review.

3040.5.6 Annual Board Review: The Board shall meet annually to review the District Investment Policy portfolio, quarterly reports prepared pursuant to Section 53646 of

the Government Code, and any other relevant information regarding anticipated cash requirements for the purpose of selecting investment instruments for District funds. This investment policy shall be reviewed annually or more often, as necessary.

3040.5.7 The District may commingle unrestricted funds for the purpose of investing amounts on hand, so long as the investments meet the requirements of this Policy.

Adopted: June 9, 1992 via Resolution No. 92-11-A
Revised: February 25, 1993 via Resolution No. 93-6
Revised: July 28, 1999 via Resolution No. 99-11
Revised: August 28, 2002 via Resolution No. 2002-37
Revised: November 8, 2011 via Resolution No. 2011-81
Revised: November 13, 2012 via Resolution No. 2012-71
Revised: April 7, 2014 via Resolution No. 2014-15
Revised: December 7, 2015 via Resolution No. 2015-58
Revised: June 20, 2022 via Resolution No. 2022-28
Revised: January 22, 2024 via Resolution No. 2024-02

MARINA COAST WATER DISTRICT

POLICY MANUAL

POLICY TITLE: Investment Policy

POLICY NUMBER: 3040

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As set forth in Government Code Section 53600.5, the primary objective of the District's investment program shall be to safeguard the principal of funds (safety). The secondary objective shall be to meet the liquidity needs (liquidity). The third objective shall be to achieve a return on the funds invested (return).

Investments shall be made as if by a prudent person using the same discretion and intelligence a person would use in managing personal affairs and certainly not for speculation. As far as possible, all money belonging to or in the custody of the District, including money paid to the treasurer or other official to pay the principal, interest, or penalties of bonds, shall be deposited for safekeeping in an institution as described in Section 53635.2, observing the limitations specified in Sections 53601 and 53635.

3040.3 Investment Procedures.

3040.3.1 The Director of Administrative Services may invest monies not required for expenditure during the terms of the investment without first securing further Board approval if the investment is one of the following types:

- Local Agency Investment Fund of the State of California.
- Time certificates of deposits issued by a nationally or state-chartered bank or a state or federal association located within the State of California if fully secured by federal insurance or approved collateral at the required percentage of market value.
- United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- Investments through Joint Powers Authorities meeting the requirements of Government Code Section 53601(p).

3040.3.2 The Director of Administrative Services may invest monies not required for expenditure during the term of the investment only after securing further Board approval if the investment is one of the following types:

- Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.
- Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
- Bonds, notes, warrants, or other evidence of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
- Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- Investments in repurchase agreements may be made, on an investment authorized in this section, when the term of the agreement does not exceed one year. The market value of securities that underlie a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.
- Time certificates of deposit issued by a nationally or state-chartered bank or a state or federal association located outside of the State of California if secured by federal insurance.

3040.3.3 No investment shall be purchased:

- On margin.
- "Forward" or "in the future."
- Based on foreign currency.
- Which are specified in Government Code Section 53601.6.

3040.3.4 unless (a) required to be of shorter maturity by law, (b) specifically authorized by the Board, or (c) as a part of a program no less than three months prior to the date of purchase, no investment shall be made with a maturity date greater than five years from the date of purchase unless specifically authorized by the Board or as a part of a program no less than three months prior to the date of purchase.

3040.4 Use of Securities Dealers and Brokers. When not purchasing an investment directly from the issuer, the District shall purchase it from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporation Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from

savings association or a federal association, or from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank, as required by Section 53601.5.

3040.5 Investment Authority and Reporting Requirements.

3040.5.1 Director of Administrative Services: To the extent consistent with law, the Director of Administrative Services ("DAS") shall perform the duties of "treasurer" under Sections 53630 through Sections 53686. District funds deposited in any account are deemed to be in the treasury of the District, pursuant to Section 53636. The DAS is responsible for the safekeeping of money in his or her custody and shall enter into any contract with a depository relating to any deposit, which in his or her judgment is to the public advantage, as provided by Section 53649. The DAS is responsible for compliance with all state laws governing the day-to-day management of deposits as set forth in Sections 53630 through 53686.

3040.5.2 Borrowing Funds: In making any decision that involves borrowing in the amount of one hundred thousand (\$100,000) or more, the Board shall discuss, consider, and deliberate each decision as a separate item of business on the agenda of its meeting as prescribed in the Government Code, commencing at Section 54950.

3040.5.3 Director of Administrative Services' Quarterly Report: The DAS shall present quarterly reports on investments to the General Manager and Board. The report shall show the type of investment, how title is held, institution, date of maturity, amount of deposit, current market value for all securities with a maturity of more than 12 months, rate of interest, the relationship of each investment to this investment policy, information showing that expenditure requirements can be met in the following quarter and specify investments made pursuant to Government Code Section 53601(i), and 53601.1. The quarterly reports shall also show whatever additional information the Board may require.

3040.5.4 In Lieu Statements: For District investments placed in the Local Agency Investment Fund, created by Section 16429.1, in FDIC-Insured accounts in a bank or savings and loan association, in a county investment pool, or any combination of these, the DAS may supply the most recent statement or statements received by the District from these institutions in lieu of the information required by **3040.5.3**.

3040.5.5 Investment Committee: The Budget & Engineering Committee shall periodically review the investments held by the District, the cash flow requirements of the District, and the compliance of its investments with this Statement. The Committee shall make an annual report and recommendation to the Board concerning implementation or changes in this policy. If there is no Budget & Engineering Committee, the Board shall perform the review.

3040.5.6 Annual Board Review: The Board shall meet annually to review the District Investment Policy portfolio, quarterly reports prepared pursuant to Section 53646 of the Government Code, and any other relevant information regarding anticipated cash requirements for the purpose of selecting investment instruments for District funds. This investment policy shall be reviewed annually or more often, as necessary.

3040.5.7 The District may commingle unrestricted funds for the purpose of investing amounts on hand, so long as the investments meet the requirements of this Policy.

Adopted: June 9, 1992 via Resolution No. 92-11-A
Revised: February 25, 1993 via Resolution No. 93-6
Revised: July 28, 1999 via Resolution No. 99-11
Revised: August 28, 2002 via Resolution No. 2002-37
Revised: November 8, 2011 via Resolution No. 2011-81
Revised: November 13, 2012 via Resolution No. 2012-71
Revised: April 7, 2014 via Resolution No. 2014-15
Revised: December 7, 2015 via Resolution No. 2015-58
Revised: June 20, 2022 via Resolution No. 2022-28
Revised: January 22, 2024 via Resolution No. 2024-02

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-I

Meeting Date: January 22, 2024

Prepared By: Garrett Haertel, PE

Approved By: Remleh Scherzinger, PE

Reviewed By: Mary Lagasca, CPA

Agenda Title: Consider Adoption of Resolution No. 2024-03 to Approve a Project Manager Classification Series Including Project Manager I, Project Manager II, and Senior Project Manager, Job Descriptions, and Salary Ranges

Staff Recommendation: Adopt Resolution No. 2024-03 to approve a Project Manager classification series including Project Manager I, Project Manager II, and Senior Project Manager along with the proposed salary ranges.

Background: *Strategic Plan, Goal No. 5 Organizational Health/Personnel – Our objective is to recruit and retain a highly qualified, diverse and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service. Our strategy is to utilize sound policies and personnel practices, offer competitive compensation and benefits, and provide opportunities for training, development, and professional growth while ensuring a safe and secure workplace.*

The creation of the Project Manager series job classification is to allow for flexibility in hiring qualified candidates based upon their qualifications and to retain them. This classification provides the District the opportunity to recruit and hire staff at the appropriate level to support the engineering department in managing internal and external projects. The engineering department has been operating for an extended period with multiple vacancies. This classification allows for engineering department projects to be completed using staff capable of managing projects, but which may not have a formal engineering license or experience. The budgeted positions for Assistant/Associate/Senior Engineer will be used for this classification to be underfilled with staff to continue completing work. In addition, as staff within this classification gain District experience, it allows the ability to be promoted and compensated accordingly. The job description reflects current levels of responsibilities and experience required to perform the duties.

Discussion/Analysis: Staff recommends this new Project Manager classification series be implemented. This new classification will allow for hiring flexibility within the Engineering Department to onboard staff capable of completing necessary work assignments of the department while underfilling a budgeted Assistant/Associate/Senior Engineer position. The District Engineer will be overseeing all staff and will ensure that all tasks requiring formal engineering education and training are assigned to appropriate staff.

This Project Manager classification series was developed by Regional Government Services (RGS), one of the District's classification and compensation consultants. RGS determined the associated salary ranges to be: Project Manager I – Employees Association Range 20, Project Manager II – Employees Association Range 26, and Senior Project Manager – Teamsters Unit Range 28. For reference: Assistant Engineer – Employees Association Range 21, Associate Engineer – Teamsters Unit Range 29 (equivalent to Employees Association Range 33), and Senior Engineer – Teamsters Unit Range 33.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: ____Yes No **Funding Source/Recap:** Expenses are allocated across all appropriate cost centers for salaries and benefits.

Other Considerations: The Board can decide to remain status quo and utilize only formally engineering educated and trained staff to complete work within the department and risk continued vacancies and department productivity.

Material Included for Information/Consideration: Resolution No. 2024-03; and, the Project Manager Classification Series job description.

Action Required: Resolution ____Motion ____Review
(Roll call vote is required.)

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

January 22, 2024

Resolution No. 2024-03
Resolution of the Board of Directors
Marina Coast Water District
Approve a Project Manager Classification Series Including
Project Manager I, Project Manager II, and Senior Project Manager,
Job Descriptions, and Salary Ranges

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on January 22, 2024, at 920 Second Avenue, Suite A, Marina, California as follows, as follows:

WHEREAS, project manager positions were evaluated by Regional Government Services (RGS) to determine if the duties and experience were reflective of the classification and to develop a position classification series that could be used by all District departments; and,

WHEREAS, an updated job description was developed that updated duties and qualifications; the classification series can be used by all District departments; and,

WHEREAS, RGS determined the associated salary ranges to be: Project Manager I – Employees Association Range 20, Project Manager II – Employees Association Range 26, and Senior Project Manager – Teamsters Unit Range 28; and,

WHEREAS, the new job series classification will allow the District more flexibility in filling positions while having a mechanism in place to retain experienced staff; provide the ability for positions to be moved throughout the District based on projects and needs and,

WHEREAS, staff is recommending the new Project Manager Series job classification and job description.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby:

1. adopt Resolution No. 2024-03 to Approve a Project Manager Classification Series Including Project Manager I, Project Manager II, and Senior Project Manager, Job Descriptions, and Salary Ranges; and,
2. directs the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on January 22, 2024, 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 _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, 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. 2024-03 adopted January 22, 2024.

Remleh Scherzinger, Secretary



Marina Coast Water District

11 Reservation Road, Marina, CA 93933
(831) 384-6131 | Fax (831) 883-5995

PROJECT MANAGER JOB FAMILY (PROJECT MANAGER I, PROJECT MANAGER II, & SENIOR PROJECT MANAGER)

DEFINITION

Under direction (Project Manager I) to general direction (Project Manager II and Senior Project Manager), responsible for the general management of projects of varying size and scope; performs project management work as a team member for capital and operating projects and strategic issues within District policies; provides assistance to the District Engineer and staff including field operations and maintenance personnel in areas of expertise; performs a variety of studies and prepares and presents staff reports; participates in and review initiation, planning, change management, control, and close-out procedures; and to perform related work as required.

SUPERVISION RECEIVED AND EXERCISED

Project Manager I: Receives direct supervision from the District Engineer. May receive lead direction from Senior Project Manager. Exercises no direct supervision over staff.

Project Manager II: Receives general direction from the District Engineer. Exercises no direct supervision over staff

Senior Project Manager: Receives general direction from the District Engineer. Exercises technical and functional direction over and provides training to lower-level staff.

CLASS CHARACTERISTICS

Project Manager I: This is the entry-level classification in the professional Project Manager series. Initially under close supervision, incumbents learn and perform routine tasks in the field of civil engineering. As experience is gained, assignments become more varied, complex, and difficult; close supervision and frequent review of work lessen as an incumbent demonstrates skill to perform the work independently. Positions at this level usually perform most of the duties required of the positions at the Project Manager II level but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise.

Project Manager II: This is the journey-level classification in the professional Project Manager series. Positions at this level are distinguished from the Project Manager I level by the performance of the full range of duties as assigned, working independently, and exercising judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Senior Project Manager in that the latter performs the more complex work assigned to the series, such as serving as project manager for complex engineering projects and providing complex staff assistance to the District Engineer and provides technical and functional direction over lower-level staff.

Senior Project Manager: This is the advanced journey-level classification in the Project Manager series responsible for performing the most complex work assigned to the series. Incumbents regularly work on tasks that are varied and complex requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgment to plan, organize, review, and personally perform professional project management work, as well as provide professional-level support to assigned management staff in a variety of areas of expertise. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines, and methods to deliver services/complete assignments. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements. Provides oversight and supervisory support to staff on projects and day-to-day activities.

EXAMPLES OF DUTIES (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Positions at the Project Manager I level may perform some of these duties and responsibilities in a learning capacity.

- Conducts studies, evaluates alternatives, makes recommendations, prepares, and presents reports for the Board of Directors.
- Confers with and provides information to property owners, contractors, developers, engineers, architects, and the public regarding conformance to standards, plans,
- Assists with developing criteria for evaluating programs, proposals, and other pertinent information related to project assignments.
- Coordinates the development of consultant requests for proposals for professional and/or construction services and the advertising and bid processes; evaluates proposals and recommends project award; administers contracts after award.
- Prepares contract bids and specs for distribution and participates in all phases of the bid process according to public sector requirements.
- Coordinates with District Engineering staff and outside engineering consultants for the design, specifications, plans, estimates and reports for the development and modification of District projects and various facilities and appurtenances.
- Compiles and distributes project information, project status reports, and project budget expenditures.
- Negotiates and administers contracts for construction projects; ensures contractor compliance with District standards and specifications, time, and budget estimates; analyzes and resolves complex problems that may arise; recommends and approves field changes as required.
- Effectively representing the department and the District in meetings with governmental agencies, community groups, various business, professional, and regulatory organizations, and individuals.
- Observes and complies with all District and mandated safety rules, regulations, and protocols.
- Performs related duties as assigned.

In addition to duties listed above, when assigned as Senior Project Manager:

- Monitors and manages project quality and cost to ensure that project deliverables are acceptable, fulfill the terms of the project contract or specifications, and are completed within budget.
- Communicates project methodology and processes to interested groups and team members.
- Coordinates project activities with other state agencies, governmental jurisdictions, or private sector partners and contractors.

- Develops project budgets, schedules, work plans, resources requirements, and cost estimates and projections.
- Identifies potential project risks and difficulties and designs strategies to mitigate or avoid them.
- Initiates projects, obtains authorization and commitment, and demonstrates business need and project feasibility.
- Instructing staff in work procedures.
- Manages, develops, oversees, and evaluates projects using accepted project management methodologies.
- May testify before legislative and interested groups on project status and other issues of public interest.
- Plans and manages efficient project meetings.
- Reviews and recommends proposals and bids to management.
- Determines and recommends staffing needs for assigned activities and projects; prepares detailed cost estimates with appropriate justifications.
- Develops and reviews staff reports related to engineering activities and services; presents information to the Board of Directors and various commissions, committees, and boards; performs a variety of public relations and outreach work related to assigned activities.
- Serves as a liaison for assigned functional areas with other District departments, divisions, and outside agencies; attends meeting, as assigned; participates on a variety of boards, commissions, committees, and task forces; attends and participates in professional groups.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodation may be made to assist individuals with disabilities to perform the essential functions.

Knowledge of:

Positions at the Project Manager I level may possess some of these knowledge and abilities statements in a learning capacity.

- Principles and practices of project management including the management of resources and budgets.
- Local, state, and federal laws and regulations relevant to the administration of the project undertaken.
- Principles and practices of cost estimation and contract administration.
- Methods, materials, and techniques used in the construction of public utilities projects.
- Research principles and practices.
- Record keeping principles and procedures.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- District and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service, by effectively dealing with the public, vendors, contractors, and District staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- Principles and practices of technical report and business correspondence preparation.

In addition to the above, the Senior Project Manager must have knowledge of:

- Basic supervisory principles and practices.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned functional area.
- Public utility governance, oversight, regulations, and land development and zoning requirements.

Ability to:

- Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
- Prepare and evaluate project studies; research, analyze, and summarize data.
- Review and assess studies or reports prepared by consultants and utilize information for project completion.
- Evaluate potential construction and operational risks, materials, and project costs, and provide recommendations for mitigation measures.
- Prepare clear, concise, and accurate technical reports, notes, correspondence, and other written materials.
- Research and analyze complex problems, evaluate alternatives, and recommend effective courses of action.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the District in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

In addition to the above, the Senior Project Manager must have the ability to:

- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Train, evaluate, and assign work to subordinate staff.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- Equivalent to graduation from an accredited four-year college or university with major course work in construction management or a related field.

Experience:

- Project Manager I: Two (2) years of increasingly responsible professional project and construction management experience in the management, development, and completion of redevelopment/economic development programs, preferably in a public agency setting. Water and Wastewater experience is highly desirable.
- Project Manager II: Four (4) years of increasingly responsible professional project and construction management experience in the management, development, and completion of redevelopment/economic development programs, preferably in a public agency setting. Water and Wastewater experience is highly desirable.
- Senior Project Manager: Seven (7) increasingly responsible professional project and construction management experience in the management, development, and completion of redevelopment/economic development programs, preferably in a public agency setting. Water and Wastewater experience is highly desirable.

Licenses or Certifications:

Valid California class C driver's license with satisfactory driving record.

- Must possess a valid California class C driver's license and satisfactory driving record.
- Project Manager II: certification as an Associate Project Manager or Project Management Professional (PMP)
- Senior Project Manager: certification as a Project Management Professional (PMP)

PHYSICAL DEMANDS

When assigned to an office environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone; ability to stand and walk between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

When assigned to field inspection, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend, to climb and descend ladders; and to operate a motor vehicle and visit various District sites; vision to inspect site conditions and work in progress. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 40 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining

workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and

fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

FLSA:

Project Manager I: Non-exempt, eligible for overtime

Project Manager II: Non-Exempt, eligible for overtime

Senior Project Manager: Exempt, not eligible for overtime

Bargaining Units:

Project Manager I: MCWD Employees Association

Project Manager II: MCWD Employees Association

Senior Project Manager: Teamsters Unit, Local 890

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-J

Meeting Date: January 22, 2024

Prepared By: Dominique Bertrand, EIT
Reviewed By: Garrett Haertel, PE

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2024-04 to Authorize a Professional Services Agreements with Schaaf & Wheeler for Engineering Services for the Design of the Tate Park Lift Station MS-2401

Staff Recommendation: Adopt Resolution No. 2024-04 to Authorize a Professional Services Agreements with Schaaf & Wheeler for Engineering Services for the Design of the Tate Park Lift Station MS-2401.

Background: *Strategic Plan, Mission Statement – To 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.*

Marina Coast Water District’s (District) 2023-2024 Capital Improvement Program (CIP) budget includes funding for CIP MS-2401. The District plans to add a new sanitary sewer pump station in Glorva Jean Tate Park in Marina to serve the Marina Station Development and existing Marina Community customers. The existing lift station facilities are too small to manage the existing sewage flow from the Marina Community with the increased flows from the Marina Station development. The existing site is also not properly located or sized. In addition, the Tate Park site is proposed because it is on the east side of Highway 1 (Hwy 1), improving resiliency against climate change.

Discussion/Analysis: This project consists of the installation of a new 1,400 gal per minute (gpm) sanitary sewer lift station and the associated gravity and force-main sewer pipes. A gravity sewer pipe feeding the lift station is proposed along the edge of the park. A 12-inch (in) force-main conveying the discharge from the lift station is proposed to replace the existing force-main facility south, across Reservation Road, and through the hotel site immediately east of Hwy 1 right-of-way. An existing receiving manhole in Seaside Court will be renovated to accept the flow from the new force-main. The project will include filling and abandoning the existing gravity sewer that crosses under Hwy 1. The new Tate Park lift station will include a duplex pump station, electrical panel and emergency generator. The proposed Tate Park Lift Station Project will have a peak wet weather flow (PWWF) capacity of 2 million gallons per day (mgd). The estimated fee for the design, permitting and bid support for this project is \$203,300. The current budget for CIP Project #MS-2401 is \$550,000.

Given the lift station will serve both existing and future customers the costs can be allocated between the existing and future customers as a percentage of lift station inflows. The percentage of lift station inflows and the associated funding source is displayed in the following table. Average dry weather flow (ADWF) is used for this analysis as those values are available for both existing and projected customers. Phases 2 through 8 of the Marina Station development will flow to the Tate Park lift station upon completion. The projected ADWF from the Marina Station development phases 2 through 8 is 396,770 gallons per day (gpd) if assuming 90 gallons/person/day. The total flow to the new pump station would be 654,570 gpd, with 60.6%

being attributed to the new development. Schaaf & Wheeler completed an initial preliminary basis of design and determined an appropriate full project cost through design and construction to be just over \$2.5 Million. The cost attributed to the new development is then calculated as: $60.6\% \times \$2,554,650 = \$1,548,118$.

Funding Source	Percentage	Cost
Marina Coast Water District CIP MS-2401 Funding	39.4%	\$1,006,532
Marina Station development phases 2 through 8 customers	60.6%	\$1,548,118
Total	100%	\$2,554,650

The funding portion attributed to phases 2 through 8 of the Marina Station development will be recovered through the buy-in portion of the capacity charge. When a new customer buys into the District Marina Sewer cost center 76.5% of the capacity charge is the buy-in portion, and the remaining 23.5% is for funding future CIPs. The current District Sewer capacity charge for Central Marina is \$2,575/EDU per the 2023-24 Budget Rates. In the future the District will enter into a reimbursement agreement with the Marina Station Developer, Third Millennium Partners, to cover any cost shortfalls for the portion of the project’s costs directly related to the development.

Environmental Review Compliance: Denise Duffy & Associates has been retained as a subcontractor to Schaaf and Wheeler to prepare the CEQA IS/MND (California Environmental Quality Act Initial Study/Mitigated Negative Declaration).

Legal Counsel Review: Legal Counsel reviewed and provided language to this agenda item and the Professional Services Agreement is the current master agreement unmodified.

Climate Adaptation: The construction of the Tate Park Lift Station located on the east side of Hwy 1 will improve the District’s climate resiliency through the removal from service of critical infrastructure located on the west side of Hwy 1 that is subject to coastal erosion and rising sea levels.

Financial Impact: Yes No **Funding Source/Recap:** Funding was allotted for this project via CIP MS-2401.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2024-04; and, Professional Services Agreement with Schaaf & Wheeler for Engineering Services for the design of the Tate Park Lift Station - MS-2401.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

January 22, 2024

Resolution No. 2024-04
Resolution of the Board of Directors
Marina Coast Water District
Professional Services Agreement with
Schaaf & Wheeler for Engineering Services for the
Design of the Tate Park Lift Station - MS-2401

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on January 22, 2024, at 920 2nd Avenue, Suite A, Marina, California, as follows:

WHEREAS, the District’s 2023-2024 Capital Improvement Program (CIP) budget includes funding for CIP MS-2401 Tate Park Lift Station in the amount of \$550,000; and,

WHEREAS, the project is needed to serve the Marina Station Development and existing Marina Community customers as the existing lift station facilities are too small to manage the anticipated additional sewage flows; and,

WHEREAS, the new lift station will be located in Glorya Jean Tate Park in Marina at a location agreed to by the City of Marina; and,

WHEREAS, Schaaf & Wheeler has proposed engineering services for the Tate Park Lift Station design in an amount not to exceed \$203,300.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District hereby:

1. Adopt Resolution No. 2024-04 to award a professional services agreement to Schaaf & Wheeler for Engineering Services for the Design of the Tate Park Lift Station MS-2401 in an amount not to exceed \$203,300; and,
2. Authorize the General Manager to sign the Professional Service Agreement and directs the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on January 22, 2024, 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 _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, 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. 2024-04 adopted January 22, 2024.

Remleh Scherzinger, Secretary

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND SCHAAF & WHEELER
FOR MS-2401 TATE PARK LIFT STATION

Funding: GL 02-00-160-432
Task No. CIP MS-2401

THIS AGREEMENT, made and entered into this _____, by and between Marina Coast Water District, 11 Reservation Road, Marina, CA, 93933, hereinafter called "DISTRICT", and SCHAAF & WHEELER, with its principal offices at 3 Quail Run Circle, Suite 101 Salinas, CA 93933 hereinafter called the "CONSULTANT":

WHEREAS, the DISTRICT, desires to receive the professional services related to CIP MS-2401 Tate Park Lift Station with a scope generally defined by DISTRICT's Request for 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 SCHAAF & WHEELER as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONSULTANT hereby agrees to perform or furnish as an independent contractor professional engineering 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 a Amendment, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A. (**NOTE: ANY ADDITIONAL ENGINEERING 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.

A. The General Manager of the DISTRICT shall forward an executed copy of this Agreement to the CONSULTANT within ten (10) days of execution of this Agreement by the DISTRICT.

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 GARRETT HAERTEL 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 a 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 and specific executed Amendment(s) 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 and/or Amendment(s) is to be on a lump sum basis, compensation shall be as described below:

1. Appendix A and/or Amendments 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 and Amendment(s).
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 percentage 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 and/or Amendment(s) 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 and/or Amendments 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 immediately 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.

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 hold 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.

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. Insurance policies shall provide that such insurance is primary insurance.

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 complete copies of such policies or certified evidence of coverage. Approval or acceptance of said insurance by DISTRICT shall not relieve or decrease the liability of CONSULTANT hereunder.

E. To the extent applicable, 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 an 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
920 2nd Avenue, Suite A
Marina, CA 93933
Attention: General Manager

TO: Schaaf & Wheeler
3 Quail Run Circle, Suite 101
Salinas, CA 93907
Attention: Andrew Sterbenz

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

Schaaf & Wheeler

Remleh Scherzinger
General Manager

Andrew Sterbenz
Vice President

Appendix A

Appendix A includes:

Scope of Work
Fee Schedule

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

3 Quail Run Circle, Suite 101
Salinas, CA 93907
831-883-4848

December 11, 2023

Mr. Garrett Haertel, PE
District Engineer
Marina Coast Water District
920 Second Avenue, Suite A
Marina, CA 93933

Subject: Proposal for the Tate Park Sanitary Sewer Lift Station Design

Dear Garrett:

Schaaf & Wheeler is pleased to propose engineering services for the **Tate Park Sanitary Sewer Lift Station Design**. The District plans to add a new sanitary sewer pump station in Glorya Jean Tate Park in Marina. Wastewater from north Marina currently flows west under Highway 1 in a gravity pipeline (toward the old treatment plant) and is then pumped back east under Hwy 1 to the Monterey One Water Marina Pump Station. The proposed project will eliminate the gravity crossing under the highway, and adds capacity to handle flows from the Marina Station development. Schaaf & Wheeler has already completed the preliminary design of this pump station.

The project team for this project includes Fehr Engineering for electrical design, Pacific Crest for the geotechnical investigation and Denise Duffy & Associates for CEQA. Our scope of work and fee estimate are attached. Our estimated fee for this project is \$203,300, which includes design and bid phase support. Costs will be billed on a time and materials basis, with a not-to-exceed limit. As part of our on-call contract, our standard rates will be discounted by 6%.

We thank you for this opportunity to propose services for the **Tate Park Sanitary Sewer Lift Station Design**. Should you need any further information, please contact me at (831) 883-4848 or asterbenz@swsv.com.

Sincerely,
Schaaf & Wheeler


Andrew A. Sterbenz, PE
Vice President, License C69703

Encl.

Scope of Work: Tate Park Sanitary Sewer Lift Station Design

Schaaf & Wheeler will prepare plans and specifications for the Tate Park Sanitary Sewer Lift Station Project. The project includes design of a new 1400 gpm sewer pump station and a new 12-inch force main. The pump station will be located on the north edge of Glorya Jean Tate Park in Marina, as shown on the attached conceptual plan sheet. The project will include filling and abandoning the existing gravity sewer that crosses under Highway 1. The project will include a duplex pump station, electrical panels and an emergency generator, similar to the recently completed Ord Village Lift Station. There are numerous utilities in and around the proposed pump station location, including sanitary sewer, water, underground electrical service and storm drains.

The project is a new sewer pump station and force main, so a CEQA initial study and mitigated negative declaration will be required.

Specific tasks are outlined below.

1. **Project Management and Meetings.** Schaaf & Wheeler will participate in coordination and review meetings. We anticipate two meetings at 60% and 90% design review and two coordination meetings with City of Marina.
2. **Basis of Design Report.** Schaaf & Wheeler will prepare a basis of design report for the project, expanding on the earlier capacity analysis and adding information on controls and electrical design. Pacific Crest Engineering will prepare a geotechnical report for the site which will inform the foundation design.
3. **Plans, Specifications and Estimates.** Schaaf & Wheeler will prepare project plans, technical specifications and construction cost estimates for the project. Plans will be on Arch-D sized sheets. We assume the plan set will require 25 sheets as listed below. Specifications will use the CSI standard numbering system and format. Plans will be submitted at 60% and 90% complete for review by the District. Final plans will be sealed by California Registered Engineer.

Civil design will include a wet well with two submersible pumps, a valve vault, electrical panels, emergency generator, and 1100-LF of 12-inch PVC force main. The force main will require one high-point air release valve and one low point blow-off. The final 500-ft of the force main alignment will replace an existing 16-inch ACP force main which was abandoned in place.

4. **Permitting Support.** Schaaf & Wheeler will assist with permitting from the City of Marina and Caltrans. We will prepare the Caltrans encroachment permit application for abandonment of the existing gravity main. Denise Duffy & Associates will prepare the CEQA IS/MND for adoption by the District Board (see their attached scope).
5. **Bid Phase Support.** Schaaf & Wheeler will attend the pre-bid conference, respond to bidder requests for information and prepare clarifications or addenda as needed.
6. **Construction Phase Support.** Not included.

Assumptions:

1. There is sufficient space between the existing utilities to add the new wet well. Relocation of power and/or natural gas is not anticipated. Relocation of the existing storm drain may be required.
2. Topographic surveying is being provided by Whitson Engineers under contract to the Marina Station Developer. We assume that they will also prepare the plat and legal description for any easements required from the City of Marina.
3. The project is not adjacent to any jurisdictional wetland or undisturbed habitat. We assume that consultation will not be required with any regulatory agency.
4. Tate Park straddles the former dedicated right-of-way for Drew Street, and is shown that way in the County Assessor Maps. We assume that utility relocations within that right-of-way will not require coordinating formal easements.
5. The site may not be able to communicate with the SCADA antenna on Reservoir 2. We assume the District's SCADA integrator will provide directions on communication equipment and antenna orientation.

Preliminary List of Plan Sheets:

G1.0 Cover Sheet

G1.1 General Notes

G1.2 Project Overview

C1.0 Demolition Plan and Profiles

C2.0 – C2.2 Force Main Plan & Profile

C3.0 Pump Station Site Plan

C3.1 – C3.3 Pump Station Details

C4.0 – C4.3 Sewer Details

I 1.0 P&ID Legend

I 1.1 Process & Instrumentation Diagram

E1.0 Symbols & Abbreviations

E2.0 Site Plan

E2.1 Partial Site Plan

E3.0 Single Line Diagram & Electrical Details

E3.1 Electrical Details

E4.0 Partial Site Power Plan

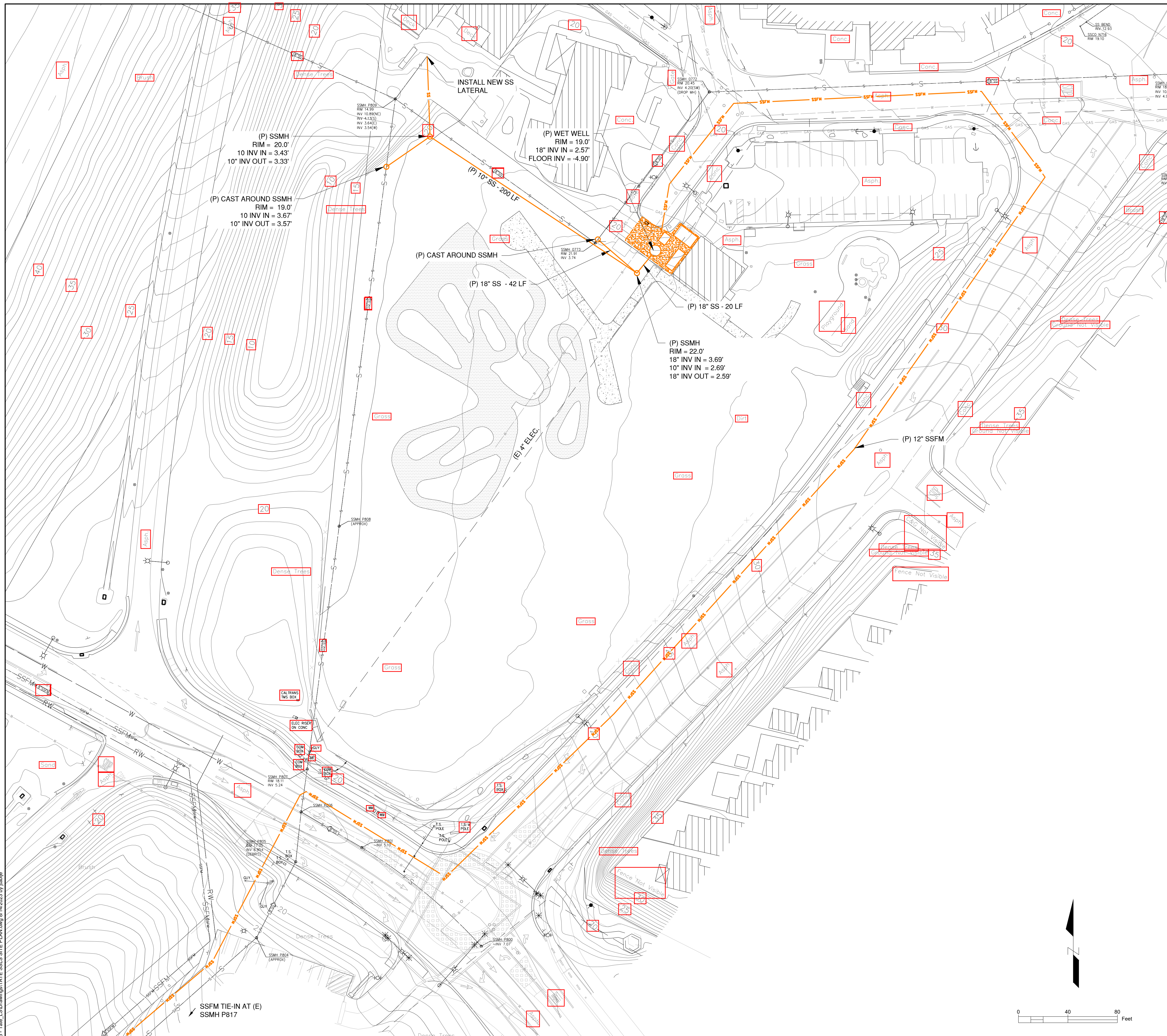
E5.0 Electrical Details

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

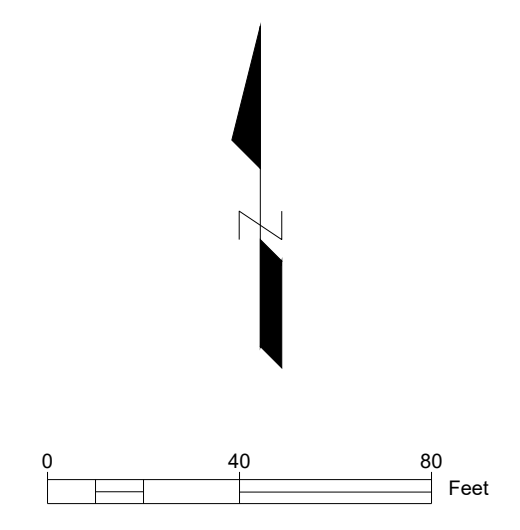
Client: MCWD
Project: Tate Lift Station
Task: Design and Bid Support
Estimate Date: 12/11/2023

NO.	TASK ITEMS DESCRIPTION	PRINCIPAL PRJ MGR \$275.00	SENIOR PRJ MGR \$250.00	SENIOR ENG \$235.00	ASSOC ENG \$210.00	ASST ENG \$195.00	SUBTOTAL M.H.'S	IN-HOUSE LABOR COSTS \$	IN-HOUSE MATERIAL COSTS \$	FEHR ENGINEER ELEC.	PACIFIC CREST GEOTECH	DENISE DUFFY CEQA	TOTAL COSTS \$ W/ MARK-UP	TASK TOTAL
1	Project Management and Meetings													\$4,080
	Contracting	4					4	\$1,100					\$1,100	
	Meetings with Marina (Assume 2)	4					4	\$1,100					\$1,100	
	60% Review Meeting	2				2	4	\$940					\$940	
	90% Review Meeting	2				2	4	\$940					\$940	
2	Basis of Design Memo													\$21,110
	Analysis and Memorandum	12				16	28	\$6,420					\$6,420	
	Geotechnical Investigation	2				2	4	\$940			\$12,500		\$14,690	
3	Plans, Specifications, Estimates													\$87,130
	60% Design Package	24				120	144	\$30,000			\$18,000		\$49,800	
	90% Design Package	20				40	60	\$13,300	\$150	\$15,000			\$29,965	
	Final Bid Documents	4				20	24	\$5,000	\$150	\$2,000			\$7,365	
4	Permitting Support													\$83,577
	Attend meetings and prepare exhibits, as needed	8				8	16	\$3,760					\$3,760	
	Prepare CEQA IS/MND	4				4	8	\$1,880				\$70,852	\$79,817	
5	Bid Phase Services													\$7,315
	Pre-Bid Conference	2				4	6	\$1,330					\$1,330	
	Respond to RFI's (assume 4)	4				8	12	\$2,660					\$2,660	
	Prepare Addenda (assume 2)	4				8	12	\$2,660					\$2,660	
	Bid Evaluation	1				2	3	\$665					\$665	
	Total	97	0	0	0	236	333	\$72,695	\$300	\$35,000	\$12,500	\$70,852	\$203,212	
ROUNDED TOTAL													\$203,300	

10.0%



- SLS LOCATION #4 - DREW STREET
- CONTROL BUILDING FOOTPRINT 17'-8" X 6'10" MINIMUM
- BUILDING WILL INCLUDE ALL MCC PANELS AND ATS
- GENERATOR TO BE LOCATED OUTSIDE OF BUILDING
- ACCESS TO CONTROL BUILDING, WETWELL AND VALVE VAULT WILL BE FROM DREW STREET.
- 20-FT CLEAR SPACE IN FRONT OF WET WELL WILL BE NEEDED FOR TRUCK ACCESS AND MAINTENANCE
- ESTIMATED PERMANENT EASEMENT REQUIRED = 28' X 47' = 1,400 SF
- WETWELL
 - RIM ELEVATION = 19.0 FT
 - LOWEST INV IN = 2.57 FT
 - FLOOR INV = -4.9 FT
- QUANTITIES
 - 18" SDR 26 PVC - 63 LF
 - 10" SDR 26 PVC - 220 LF
 - 4" SS LATERAL - 215 LF
 - SSMHs - 2
 - CAST AROUND SSMH - 2
 - 12" C900 PVC SSFM - 1760 LF



C:\Users\TJalje\Desktop\WCR\CA\WCD\5023 - Title_LSD\Drawings\TATE SLS SITE PLAN.dwg 9/14/2023 by Jalje

NO.	REVISION DESCRIPTION	DATE	APPR



MARINA COAST WATER DISTRICT
 11 RESERVATION ROAD
 MARINA, CA 93933
 (831) 384-6131

Schaaf & Wheeler
 CONSULTING CIVIL ENGINEERS
 3 QUAIL RUN CIRCLE, STE. 101
 SALINAS, CA 93907
 (831) 883-4848



GLORYA JEAN TATE PARK SLS
 DREW STREET
 OPTION 4

DATE:	AUG. 2023
SCALE:	AS SHOWN
DESIGN:	JCT
DRAWN:	JCT
CHECK:	AAS

SHEET
 4
 of
 --

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, authorized 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 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.

- e. Consultant acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Consultant under this Agreement shall specifically include claims and demands involving, arising out of or related to MEC. [Include this paragraph only for work on the former Fort Ord outside the cantonment area.]

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 therefrom.

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) Symbol 8 (hired) and 9 (non-owned)

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

1. **Professional Liability** – Limits no less than One million dollars (\$1,000,000) per occurrence or claim, and Two million dollars (\$2,000,000) policy 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.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Member Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

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 10 01, 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 at least as broad as ISO CG 20 01 04 13 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 the 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.

The policies specified above shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Consultant, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.

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

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

1. **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. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention exceeding \$50,000 must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

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 the additional insured endorsements. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

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
920 2nd Avenue, Suite A
Marina, CA 93933
Attn: Stephenie Verduco

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

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

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:

(the "Facilities"); and,

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: _____

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: General Manager

Date _____

Date _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-K

Meeting Date: January 22, 2024

Prepared By: Dominique Bertrand, EIT
Reviewed By: Garrett Haertel, PE

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2024-05 to Authorize a Professional Services Agreement with Schaaf & Wheeler for Engineering Services for the Design of Tank B-2 - GW-0123

Staff Recommendation: Adopt Resolution No. 2024-05 to Authorize a Professional Services Agreement with Schaaf & Wheeler for Engineering Services for the Design of Tank B-2 - GW-0123.

Background: *Strategic Plan, Element No. 2 Infrastructure – Our objective is to provide a high-quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards. Strategic Goal 2.1 - Improvements and expansion plans for existing water (potable water and recycled water) delivery and wastewater collection systems; 2020 System Master Plans.*

Marina Coast Water District’s (District) 2023-2024 Capital Improvement Program (CIP) budget includes funding for CIP GW-0123, design of a new 2.2 million gallon (MG) water storage tank (Tank B-2). The new water storage tank will increase B-Zone storage capacities. Tank B-2 will be located adjacent to the existing Zone B tank (Tank B-1) at the corner of 6th Avenue and Colonel Durham Road. The District retains an easement for the site with California State University Monterey Bay (CSUMB).

Discussion/Analysis: A second water storage tank is needed in the B zone to mitigate existing storage deficiencies. The second B-Zone tank will allow the District to meet current and future water demands. Additionally, the completion of Tank B-2 will allow for the eighty-one-year-old Tank B-1 to be taken offline for upgrades and routine maintenance as needed. The estimated fee for the design, permitting and bid support for this project is \$310,400.

The project includes design of the new 2.2 MG water tank, with associated piping, on-site stormwater management, instrumentation controls and the associated grading and paving. The new water storage tank was sized at 2.2 MG per the Water Master Plan. Instrumentation and controls for Tank B-2 will connect to the existing SCADA panel located on the adjacent Tank B-1 lot. The piping for Tank B-2 will connect into the existing B-Zone water main.

Preliminary design will take approximately four months following notice to proceed, barring no complications with site access for surveying and geotechnical work. Detailed design will take four to six months after approval of the conceptual design. The CEQA IS/MND (California Environmental Quality Act Initial Study/Negative Declaration) process will take five to six months to complete, it will begin upon acceptance of the conceptual design.

Environmental Review Compliance: Denise Duffy & Associates has been retained as a subcontractor to Schaaf and Wheeler to prepare the CEQA IS/MND. The site is currently wooded. A recent botanical survey identified special status plants on the site which will require mitigation.

Legal Counsel Review: Legal Counsel reviewed and provided language to this agenda item and the Professional Services Agreement is the current master agreement unmodified.

Climate Adaptation: Not applicable.

Financial Impact: Yes No **Funding Source/Recap:** Funding was allotted for this project via CIP GW-0123. The total Project design costs are proposed at \$350,000 and the budgeted amount for GW-0123 within the 2023/2024 CIP is \$150,000. The remaining amount will be transferred from capacity fee reserves in the amount of \$200,000 from Marina Water (MW) and Ord Water (OW) cost Centers.

CIP Budget Amendment	Budget	Change	Balance
From: Capacity Fee Reserves –	\$ 832,630 – MW	\$ (64,000) - MW	\$ 768,630 – MW
MW/OW	\$ 4,939,350 – OW	\$ (136,000) - OW	\$ 4,803,350 – OW
To: GW-0123 Zone B Tank 2	\$ 48,000 – MW	\$ 64,000 - MW	\$ 112,000 – MW
(Capacity Fees)	\$ 102,000 – OW	\$ 136,000 - OW	\$ 238,000 – OW

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2024-05; and Professional Services Agreement with Schaaf & Wheeler for Engineering Services for the Design of Tank B-2 -GW-0123.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

January 22, 2024

Resolution No. 2024-05
Resolution of the Board of Directors
Marina Coast Water District
Professional Services Agreement with
Schaaf & Wheeler for Engineering Services for the Design of Tank B-2 - GW-0123

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on January 22, 2024, at 920 2nd Avenue, St. A, Marina, California, as follows:

WHEREAS, the existing Tank B-1 is eighty-one years old and has received extensive deferred maintenance; and,

WHEREAS, the 2020 Water Master Plan identifies a new water storage tank in the B-Zone to mitigate water storage deficiencies and allow for the routine maintenance and upgrades to the existing Tank B-1; and,

WHEREAS, the District allotted funding for CIP GW-0123 to fund the design of a new 2.2 million gallon (MG) water storage tank in the B-Zone, Tank B-2; and,

WHEREAS, an existing easement is in place for Tank B-2; and,

WHEREAS, preliminary environmental work has been completed and special status plants have been identified; and,

WHEREAS, Schaaf & Wheeler has proposed engineering services for the Tank B-2 design, environmental permitting, and project bid support in an amount not to exceed \$310,400.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District hereby:

1. Amend the FY2023-2024 Capital Improvement Plan Budget as follows:

CIP Budget Amendment	Budget	Change	Balance
From: Capacity Fee Reserves –	\$ 832,630 – MW	\$ (64,000) - MW	\$ 768,630 – MW
MW/OW	\$ 4,939,350 – OW	\$ (136,000) - OW	\$ 4,803,350 – OW
To: GW-0123 Zone B Tank 2	\$ 48,000 – MW	\$ 64,000 - MW	\$ 112,000 – MW
(Capacity Fees)	\$ 102,000 – OW	\$ 136,000 - OW	\$ 238,000 – OW

2. Adopt Resolution No. 2024-05 to award a Professional Services Agreement to Schaaf & Wheeler for Engineering Services for the Design of Tank B-2 (GW-0123) in an amount not-to-exceed \$310,400; and,

3. Authorize the General Manager to sign the Professional Services Agreement and directs the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on January 22, 2024, 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 _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, 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. 2024-05 adopted January 22, 2024.

Remleh Scherzinger, Secretary

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND SCHAAF & WHEELER
FOR GW-0123 TANK B-2

Funding: GL 0X-00-160-400
Task No. CIP GW-0123

THIS AGREEMENT, made and entered into this _____, by and between Marina Coast Water District, 11 Reservation Road, Marina, CA, 93933, hereinafter called "DISTRICT", and SCHAAF & WHEELER, with its principal offices at 3 Quail Run Circle, Suite 101 Salinas, CA 93933 hereinafter called the "CONSULTANT":

WHEREAS, the DISTRICT, desires to receive the professional services related to CIP GW-0123 Zone B Tank 2 with a scope generally defined by DISTRICT's Request for 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 SCHAAF & WHEELER as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONSULTANT hereby agrees to perform or furnish as an independent contractor professional engineering 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 a Amendment, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A. (**NOTE: ANY ADDITIONAL ENGINEERING 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.

A. The General Manager of the DISTRICT shall forward an executed copy of this Agreement to the CONSULTANT within ten (10) days of execution of this Agreement by the DISTRICT.

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 GARRETT HAERTEL 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 a 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 and specific executed Amendment(s) 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 and/or Amendment(s) is to be on a lump sum basis, compensation shall be as described below:

1. Appendix A and/or Amendments 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 and Amendment(s).
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 percentage 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 and/or Amendment(s) 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 and/or Amendments 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 immediately 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.

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 hold 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.

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. Insurance policies shall provide that such insurance is primary insurance.

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 complete copies of such policies or certified evidence of coverage. Approval or acceptance of said insurance by DISTRICT shall not relieve or decrease the liability of CONSULTANT hereunder.

E. To the extent applicable, 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 an 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
920 2nd Avenue, Suite A
Marina, CA 93933
Attention: General Manager

TO: Schaaf & Wheeler
3 Quail Run Circle, Suite 101
Salinas, CA 93907
Attention: Andrew Sterbenz

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

Schaaf & Wheeler

Remleh Scherzinger
General Manager

Andrew Sterbenz
Vice President

Appendix A

Appendix A includes:

Scope of Work
Fee Schedule

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

3 Quail Run Circle, Suite 101
Salinas, CA 93907
831-883-4848

December 6, 2023

Mr. Garrett Haertel, PE
District Engineer
Marina Coast Water District
920 Second Avenue, Suite A
Marina, CA 93933

Subject: Proposal for the B2 Reservoir Design

Dear Garrett:

Schaaf & Wheeler is pleased to propose engineering services for the **B2 Reservoir Design**. The District plans to add a new water storage tank adjacent to the existing B-Zone water tank at the corner of 6th Avenue and Col Durham Road. The proposed reservoir size is 2.2 million gallons per the Water Master Plan. The design team includes TJC and Associates for structural and electrical design, Pacific Crest Engineering for geotechnical engineering, Whitson Engineers for surveying and Denise Duffy & Associates for environmental compliance.

Our scope of work and fee estimate are attached. Our estimated fee for this project is \$310,400.00, which includes design, permitting and bid phase support. Costs will be billed on a time and materials basis, with a not-to-exceed limit. As part of our on-call contract, our standard rates will be discounted by 6%.

We thank you for this opportunity to propose services for the **B2 Reservoir Design**. Should you need any further information, please contact me at (831) 883-4848 or asterbenz@swsv.com.

Sincerely,
Schaaf & Wheeler



Andrew A. Sterbenz, PE
Vice President, License C69703

Encl.

Scope of Work: B2 Reservoir Design

The Schaaf & Wheeler team will prepare plans and specifications for CIP GW-0123, the B2 Reservoir Project. The project includes design of a new 2.2 million gallon water tank, with associated piping, stormwater management and controls. The reservoir will be located on Col Durham Road, adjacent to the existing B-Zone reservoir. The site is an easement within CSUMB, so coordination with campus staff will be required. A CEQA initial study and mitigated negative declaration will be required.

Specific tasks are outlined below.

1. **Project Management and Meetings.** Schaaf & Wheeler will participate in coordination and review meetings. We anticipate two meetings at 60% and 90% design review, and two coordination meetings with District and CSUMB staff.
2. **Basis of Design Report.** Schaaf & Wheeler with TJC & Associates will prepare a basis of design report for the project, which will include sizing calculations, a conceptual site layout and preliminary cost estimate. Whitson Engineers will prepare the topographic site survey. Pacific Crest Engineering will prepare a geotechnical report for the site which will inform the foundation design.
3. **Plans, Specifications and Estimates.** Schaaf & Wheeler will prepare project plans, technical specifications and construction cost estimates for the project. Plans will be on Arch-D sized sheets. The preliminary list of plan sheets is attached. Specifications will use the CSI standard numbering system and format. Plans will be submitted at 60% and 90% complete for review by the District. Final plans will be sealed by California Registered Engineer.

Civil design will include the new water tank, the pipeline connection to the existing B-Zone main, on-site stormwater controls and the associated grading and paving. A structural design for the tank and foundation will be provided per AWWA D100 (steel) or D110 (Concrete). Instrumentation and controls for the tank will connect to the existing SCADA panel at the B Reservoir.

4. **Permitting Support.** Schaaf & Wheeler will assist with permitting from CSUMB and DDW. We will prepare the DDW forms to add the new reservoir to the system permit. Denise Duffy & Associates will prepare the CEQA IS/MND for adoption by the District Board (see their attached scope). The site is currently wooded, with a mix of oak and pine trees. Their recent botanical survey identified special status plants on the site which will require mitigation.
5. **Bid Phase Support.** The Schaaf & Wheeler team will attend the pre-bid conference, respond to bidder requests for information and prepare clarifications or addenda as needed.
6. **Construction Phase Support.** Not included. This will be proposed separately once design is complete.

Assumptions:

1. Site access will be required from Col Durham Road as well as from the adjacent tank yard.
2. Lighting and level instruments will connect to the existing B Tank panel. A new electrical service will not be required.
3. Special foundation systems (drilled piers) will not be required.
4. Soil sampling and testing for contaminants will not be required.
5. We assume there is sufficient room on-site to include a stormwater percolation basin. Off-site piping is not anticipated.
6. We assume that special architectural treatments will not be required for this project (condition of the easement).
7. We assume that a formal landscape design is not required. Mitigation planting will occur off-site.
8. We assume that CSUMB will review the plans and provide comments at 60% and 90%. Revisions after the 100% submittal will be an additional cost.

Schedule:

1. Preliminary design will take approximately 4 months following notice to proceed. This assumes a CSUMB right of entry for surveying and geotechnical work can be obtained within the first 30-days.
2. Detailed design will take 4- to 6-months following approval of the conceptual design.
3. The CEQA IS/MND will require approximately 5- to 6-months to complete. This effort will begin once the conceptual design is approved. Biological site studies may occur earlier when plants are in bloom.

Reservoir B2, Preliminary List of Plan Sheets:

G-01 Cover Sheet
G-02 Index, Symbols and Abbreviations
G-03 General Notes
C-001 General Site Plan and Survey Control
C-002 Demolition Plan
C-003 Grading and Drainage Plan
C-004 Paving and Site Layout
C-005 Yard Piping Plan
C-006 Yard Piping Profiles
C-007 Erosion Control Notes, Legend and Details
C-008 Erosion Control Plan
C-010 Tank Plan
C-011 Tank Elevation
C-012 Tank Details
C-020 Pipeline Details
C-021 Pipeline Details
C-022 Civil Details
C-023 Civil Details
GS-1 – General Notes
GS-2 – General Notes, Legend, and Abbreviations
GS-3 – General Notes, Special Inspection
GS-4 – Standard Details – Concrete I
S-1 – Reservoirs – Plans and Details
S-2 – Reservoirs – Details
S-3 – Reservoirs – Ladder Details
GE-1 Electrical Legends and Abbreviations
GE-2 Electrical Standard Details I
GE-3 Electrical Standard Details II
E-1 Electrical Single-Line Diagram (existing drawing update)
E-2 Electrical Equipment Elevations and Schedules
E-3 B-Zone Water Tank - Power and Signal Plan
GI-1 I&C Legend and Abbreviations 1 of 2
GI-2 I&C Legend and Abbreviations 2 of 2
GI-3 I&C Standard Details
I-1 SCADA Network Block Diagram (Partial)
I-2 P&ID - B-Zone Distribution System
I-3 P&ID – Miscellaneous Subsystems

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

Client: MCWD
Project: B2 Reservoir
Task: Design and Bid Support
Estimate Date: 12/6/2023

NO.	TASK ITEMS DESCRIPTION	PRINCIPAL PRJ MGR \$277.00	SENIOR PRJ MGR \$254.00	SENIOR ENG \$235.00	ASSOC ENG \$207.00	ASST ENG \$188.00	SUBTOTAL M.H.'S	IN-HOUSE LABOR COSTS \$	IN-HOUSE MATERIAL COSTS \$	TJC & ASSOC. ELEC.	WHITSON ENGINEERS SURVEY	PACIFIC CREST GEOTECH	DENISE DUFFY CEQA	TOTAL COSTS \$ W/ MARK-UP
1	Project Management and Meetings													
	Contracting	4					4	\$1,108						\$1,108
	Meetings with CSUMB	4					8	\$1,860						\$1,860
	60% Review Meeting	2					4	\$930						\$930
	90% Review Meeting	2					4	\$930						\$930
2	Basis of Design Memo													
	Analysis and Memorandum	16	16				40	\$16,016		\$23,200				\$41,536
	Topographic Survey	2					4	\$930			\$10,700			\$12,700
	Geotechnical Investigation	2					4	\$930				\$15,200		\$17,650
3	Plans, Specifications, Estimates													
	60% Design Package	24					120	\$29,208		\$35,000				\$67,708
	90% Design Package	20					40	\$13,060		\$25,000				\$40,560
	Final Bid Documents	4					24	\$4,868	\$1,000	\$16,500				\$24,118
4	Permitting Support													
	Attend meetings and prepare exhibits, as needed	8					8	\$3,720						\$3,720
	Prepare CEQA IS/MND	4					8	\$1,860				\$72,933		\$82,086
5	Bid Phase Services													
	Pre-Bid Conference	2					6	\$1,306						\$1,306
	Respond to RFI's (assume 4)	4					8	\$2,612						\$2,612
	Prepare Addenda (assume 2)	4					8	\$2,612		\$7,500				\$10,862
	Bid Evaluation	1					2	\$653						\$653
	Total	103	16	0	0	266	385	\$82,603	\$1,000	\$107,200	\$10,700	\$15,200	\$72,933	\$310,339
ROUNDED TOTAL														\$310,400

10.0%

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, authorized 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 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.

- e. Consultant acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Consultant under this Agreement shall specifically include claims and demands involving, arising out of or related to MEC. [Include this paragraph only for work on the former Fort Ord outside the cantonment area.]

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 therefrom.

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) Symbol 8 (hired) and 9 (non-owned)

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

1. **Professional Liability** – Limits no less than One million dollars (\$1,000,000) per occurrence or claim, and Two million dollars (\$2,000,000) policy 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.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Member Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

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 10 01, 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 at least as broad as ISO CG 20 01 04 13 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 the 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.

The policies specified above shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Consultant, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.

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

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

1. **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. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention exceeding \$50,000 must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

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 the additional insured endorsements. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

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
920 2nd Avenue, Suite A
Marina, CA 93933
Attn: Stephenie Verduco

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: _____

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:

(the "Facilities"); and,

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: _____

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: General Manager

Date _____

Date _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-L

Meeting Date: January 22, 2024

Prepared By: Dominique Bertrand, EIT
Reviewed By: Garrett Haertel, PE

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2024-06 to Authorize a Professional Services Agreement to CSG Engineering, Inc. for On-Call Development Support Services: Development Review

Staff Recommendation: Adopt Resolutions No. 2024-06 to authorize a Professional Services Agreement to CSG Engineering, Inc. for On-Call Development Support Services. Given the inconsistent nature of Development these types of contracts reduce the staffing burden on the District and thus increase the overall efficiency of the Engineering Department.

Background: *Strategic Plan, Mission Statement – To 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.*

On-Call Development Support Services will provide the District with necessary as-needed professional personnel support. The types of services to be conducted under an On-Call Development Support Services contract will include civil engineering design, review, surveying, construction support, and site inspections on a task order or Request for Services (RFS) basis. With current Engineering staffing levels, the Engineering Department will be more dependent on outside services to ensure the completion of development projects. CSG Engineering Inc. is uniquely situated to support Department Staff given CSG Engineering Inc.’s experience and current project support for the City of Marina, Engineering Department. Adding CSG to the list of available consultants for on-call development support services ensures that there are as many on-call options possible to meet the expanding demand of development projects.

Discussion/Analysis: The On-Call contracts will be for a minimum 3-year term with the option to renew for two additional 1-year terms. The ideal consultant should have the ability to provide in-house services or capacity to sub-consult for related development project review with knowledge related to surveying, geotechnical engineering, structural engineering, electrical engineering design of potable water, sanitary sewer and recycled water systems and the following general services:

- Providing civil engineering planning, calculations, and design reviews for development approvals by the District,
- Perform Water Supply Assessments and Written Verification of Water Supply documents,
- Conduct QA/QC and Feasibility reviews of MCWD-accepted Development plan sets,
- Perform Civil and Landscape Inspection, including: Daily reports, progress photos documenting the contractor’s progress, verification of materials, and installation testing results (e.g. potable water pressure testing, sanitary sewer pipeline testing, potable water disinfection procedures),
- Assist MCWD staff with final inspection and punch list items,
- Generate and provide redline edits of Plan Sets for Record Drawing sets,

- Review material submittals and RFIs,
- Review planned and/or revised easements for water, sewer, recycled water facilities,
- Inspect and verify the contractor’s post-construction landscape and conservation process compliance,
- Review meter applications, maintain tracking tools, and conduct walk-through inspections of individual homes, and
- Produce final reports (required for large subdivision developments), to include recommendation of acceptance.

CSG Engineering Inc. has core competencies in the preparation of engineering documents for bidding and construction for typical water and wastewater capital improvement projects. CSG Engineering Inc. is equally strong in reviewing development and construction proposals for approval and acceptance with District requirements and provision of service. CSG Engineering Inc. has institutional knowledge of the District and on-going Development work through past and current projects with the City of Marina which will integrate and complement MCWD engineering staff. District staff recommend entering into a contract with CSG Engineering Inc.

Environmental Review Compliance: None at this time. Environmental Review Compliance will be on a project-by-project basis.

Legal Counsel Review: Legal Counsel reviewed and provided language to this agenda item and the Professional Services Agreement is the current master agreement unmodified.

Climate Adaptation: Not applicable.

Financial Impact: ____Yes ___X___No **Funding Source/Recap:** Within the process of development projects, developer project applicants submit proposed plans to both the land use jurisdictions (LUJs) and the District for project review. All MCWD project review activities including internal staff review, external engineering consultant review, inspection services and other appurtenant activities are all captured, quantified, and funded by the development project applicant. All development projects would not incur any staff or external technical resources if the project was not progressing forward. Therefore, the developers fully fund these types of projects.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2024-06; and, a blank Professional Services Agreement is provided for reference.

Action Required: ___X___Resolution _____Motion _____Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

January 22, 2024

Resolution No. 2024-06
Resolution of the Board of Directors
Marina Coast Water District
Professional Services Agreement with
CSG Engineering, Inc. for On-Call Engineering
Support Services: Development Review

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on January 22, 2024, at 920 2nd Avenue, Suite A, Marina, California, as follows:

WHEREAS, the District requires the services of prequalified engineering firms having competencies in key areas to provide engineering project delivery with strong similar project experience that will integrate with and complement MCWD engineering staff; and,

WHEREAS, CSG Engineering Inc. has institutional knowledge of the District and on-going Development work through past and current projects with the City of Marina which will integrate and complement MCWD engineering staff; and,

WHEREAS, CSG Engineering, Inc. is willing to enter into an On-Call contract for a minimum 3-year term with the option to renew for two additional 1-year terms.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District hereby:

1. Adopt Resolution No. 2024-06 to award a professional services agreement to CSG Engineering, Inc., for on-Call Engineering Services: Development Review; and,
2. Authorize the General Manager to sign the Professional Service Agreement and directs the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on JANUARY 22, 2024, 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 _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, 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. 2024-06 adopted January 22, 2024.

Remleh Scherzinger, Secretary

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND CSG CONSULTANTS, INC.
FOR ON-CALL DEVELOPMENT SUPPORT SERVICES

Funding To Be Determined
Task No. To Be Determined

THIS AGREEMENT, made and entered into this _____, by and between Marina Coast Water District, 11 Reservation Road, Marina, CA, 93933, hereinafter called "DISTRICT", and CSG Consultants, Inc., with its principal offices at 550 Pilgrim Drive, Foster City, CA 94404 hereinafter called the "CONSULTANT":

WHEREAS, the DISTRICT, desires to receive the professional services related to ON-CALL DEVELOPMENT SUPPORT SERVICES with a scope generally defined by DISTRICT's Request for 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 CSG Consultants, 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.

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 a Amendment, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A. (**NOTE: ANY ADDITIONAL ENGINEERING 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.

A. The General Manager of the DISTRICT shall forward an executed copy of this Agreement to the CONSULTANT within ten (10) days of execution of this Agreement by the DISTRICT.

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 DISTRICT ENGINEER 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 a 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 and specific executed Amendment(s) 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 and/or Amendment(s) is to be on a lump sum basis, compensation shall be as described below:

1. Appendix A and/or Amendments 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 and Amendment(s).
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 percentage 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 and/or Amendment(s) 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 and/or Amendments 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 immediately 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.

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 hold 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.

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. Insurance policies shall provide that such insurance is primary insurance.

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 complete copies of such policies or certified evidence of coverage. Approval or acceptance of said insurance by DISTRICT shall not relieve or decrease the liability of CONSULTANT hereunder.

E. To the extent applicable, 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 an 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
920 2nd Avenue, Suite A
Marina, CA 93933
Attention: General Manager

TO: CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404
Attention: Cyrus Kianpour, President

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

(CONSULTANT)

Remleh Scherzinger
General Manager



Cyrus Kianpour/President

Appendix A

Appendix A includes:

Scope of Work
Fee Schedule

STATEMENT OF QUALIFICATIONS TO THE

Marina Coast Water District

FOR

On-Call Engineering Development Review

PREPARED BY

CSG Consultants, Inc.

December 8, 2023



Employee-Owned

Table of Contents

SECTION	1	Scope of Work
SECTION	2	Fee Schedule

Scope of Work

SECTION

1

CSG shall provide skilled technical and professional personnel to provide civil engineering planning, design, review, analysis, inspection and construction support on a task order basis to support the Marina Coast Water District staff. Specific tasks associated with the services above shall include, but not be limited to:

1. *Provide plan, calculation and design reviews for development approvals by the District*
2. *Perform select plan review tasks for small development projects or portions of larger developments that are scoped within a task order.*
3. *Perform Water Supply Assessments and Written Verification of Water Supply documents.*
4. *Review material submittals & RFIs.*
5. *Conduct QA/QC and Feasibility reviews of MCWD-accepted Development plan sets.*
6. *Perform Civil and Landscape Inspection, including: Daily reports, progress photos documenting the contractor's progress, verification of materials, and installation testing results (e.g. potable water pressure testing, sanitary sewer pipeline testing, potable water disinfection procedures).*
7. *Assist MCWD staff with final inspection and punch list.*
8. *Generate and provide redline edits of Plan Set for Record Drawing set.*
9. *Review planned and/or revised easements for water and sewer facilities.*
10. *Produce a final report (required for large subdivision developments), to include recommendation of acceptance.*
11. *Inspect and verify the contractor's post-construction landscape and conservation process compliance. Review meter applications, maintain tracking tools, and conduct walk-through inspections of individual homes. Attend meetings and coordinate with Land-Use-Jurisdictions within MCWD's service areas.*
12. *Attend meetings with MCWD staff.*
13. *Maintain a working knowledge and application of MCWD's Water Code and Engineering Procedures, Guidelines, and Design Requirements documents, other jurisdictional codes within the District boundaries, and other appropriate local, state and federal laws and regulations, as necessary.*
14. *Review project and coordinate with various Project Teams including but not limited to District staff, design engineers, and environmental mitigation specialists.*
15. *Provide hydraulic modeling support for MCWD's potable water, recycled water and sanitary sewer networks and assist in maintaining as current the hydraulic models.*
16. *Update and maintain as current, or provide assistance in doing so, MCWD's Autocad and GIS based System Maps, Procedures, Guidelines and Design Requirements document, and Standard Details, and Specifications.*
17. *Coordinate, meet with and obtain permits/approvals with appropriate agencies and businesses including but not limited to the District, City of Marina, City of Seaside, County of Monterey, U.S. Army, CSU Monterey Bay, Monterey One Water, Caltrans, State Parks, and public utilities (i.e. electric, gas, telephone and cable tv) as needed for assigned projects and task orders.*

Fee Schedule

SECTION

2

ENGINEERING SERVICES HOURLY RATES

CSG’s services are billed on a time-and-materials basis according to our Standard Rates, shown below.

PROFESSIONAL ENGINEERING SERVICES	2024	2025	2026	2027	2028
Engineering Trainee	\$80	\$84	\$88	\$93	\$97
Administrative Assistant	\$90	\$95	\$99	\$104	\$109
Analyst	\$150	\$158	\$165	\$174	\$182
Engineering Designer/CASp Inspection & Consultation	\$160	\$168	\$176	\$185	\$194
Construction Inspector	\$165	\$173	\$182	\$191	\$201
Senior Analyst	\$175	\$184	\$193	\$203	\$213
Assistant Resident Engineer	\$190	\$200	\$209	\$220	\$231
Assistant Engineer	\$165	\$173	\$182	\$191	\$201
Associate Engineer	\$195	\$205	\$215	\$226	\$237
Associate Surveyor	\$195	\$205	\$215	\$226	\$237
Senior Construction Inspector	\$180	\$189	\$198	\$208	\$219
Senior Engineer	\$220	\$231	\$243	\$255	\$267
Senior Land Surveyor	\$220	\$231	\$243	\$255	\$267
Resident Engineer	\$230	\$242	\$254	\$266	\$280
Structure Representative	\$230	\$242	\$254	\$266	\$280
Senior Structural Engineer	\$245	\$257	\$270	\$284	\$298
Senior Project Manager	\$245	\$257	\$270	\$284	\$298
Principal Engineer	\$260	\$273	\$287	\$301	\$332
Senior Principal Engineer	\$280	\$294	\$309	\$324	\$340
Two-Person Survey Crew	\$365	\$383	\$402	\$422	\$444

All hourly rates include overhead costs including, but not limited to, salaries, benefits, workers’ compensation insurance, travel and office expenses. CSG will coordinate the pickup and return of plans between CSG and agency offices. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will mail/email an invoice every month for services rendered during the previous month.

PLANNING SERVICES HOURLY RATES

CSG Consultants' fee schedule for Planning personnel is provided in the table below.

PERSONNEL / ROLE	2024	2025	2026	2027	2028
Planning Technician	\$140	\$147	\$154	\$162	\$170
Assistant Planner	\$155	\$163	\$171	\$179	\$188
Associate Planner	\$170	\$179	\$187	\$197	\$207
Senior Planner	\$185	\$194	\$204	\$214	\$225
Principal Planner	\$200	\$210	\$221	\$232	\$243
Planning Manager	\$210	\$221	\$231	\$243	\$255
Planning Director	\$225	\$236	\$248	\$260	\$273
Assistant Environmental Planner	\$160	\$168	\$176	\$185	\$194
Associate Environmental Planner	\$175	\$184	\$193	\$203	\$213
Senior Environmental Planner	\$190	\$200	\$209	\$220	\$231
Environmental Director	\$225	\$236	\$248	\$260	\$273
Sustainability Programs Analyst	\$160	\$168	\$176	\$185	\$194
Sustainability Programs Manager	\$210	\$221	\$231	\$243	\$255
Principal-in-Charge	\$255	\$268	\$281	\$295	\$310

All hourly rates include overhead costs including, but not limited to, salaries, benefits, workers' compensation insurance, travel and office expenses. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will deliver an invoice every month for services rendered during the previous month.

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, authorized 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 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.

- e. Consultant acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Consultant under this Agreement shall specifically include claims and demands involving, arising out of or related to MEC. [Include this paragraph only for work on the former Fort Ord outside the cantonment area.]

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 therefrom.

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) Symbol 8 (hired) and 9 (non-owned)

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

1. **Professional Liability** – Limits no less than One million dollars (\$1,000,000) per occurrence or claim, and Two million dollars (\$2,000,000) policy aggregate.
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.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Member Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

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 10 01, 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 at least as broad as ISO CG 20 01 04 13 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 the 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.

The policies specified above shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Consultant, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.

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

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

1. **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. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention exceeding \$50,000 must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

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 the additional insured endorsements. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

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
920 2nd Avenue, Suite A
Marina, CA 93933
Attn: Stephenie Verdusco

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

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

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:

(the "Facilities"); and,

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: _____

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

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

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: General Manager

Date _____

Date _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10-A

Meeting Date: January 22, 2024

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger P.E.

Agenda Title: Adopt Resolution No. 2024-07 to Authorize a Professional Services Agreement with Schaaf & Wheeler for Engineering Services During Construction for the A1/A2 B/C Booster Station Project

Staff Recommendation: Adopt Resolution No. 2024-07 to Authorize a Professional Services Agreement (PSA) with Schaaf & Wheeler in the amount of \$126,045 for engineering services during construction for the A1/A2 Reservoirs and B/C Booster Pump Station Project (CIP GW-0112).

Background: *Strategic Plan, Mission Statement – To 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.*

On March 15, 2021, the Board authorized the A1/A2 B/C Booster Station project by approving Resolution 2021-16 to authorize a construction contract with Anderson Pacific.

Before construction Schaaf & Wheeler was contracted and/or authorized for various design and engineering services associated with the project as detailed below:

- In November 2017, the Board awarded a Professional Services Agreement for on-call engineering services to Schaaf & Wheeler Consulting Civil Engineers by adoption of Resolution 2017-67 on November 20, 2017.
- In May 2019, the Board approved Amendment 5 to the on-call engineering services agreement with Schaaf & Wheeler for design services for the A1/A2 Reservoir and B/C Booster Station Project (GW-0112) by adoption of Resolution No. 2019-31 on May 20, 2019, in the amount of \$868,905.
- In June 2020, the Board authorized Amendment 6 to the on-call engineering services agreement with Schaaf & Wheeler for design services for the A1/A2 Reservoir and B/C Booster Station Project by adoption of Resolution No. 2020-37 on June 15, 2020, for the redesign of the tank height to address CSUMB concerns, to replace the generator at the Intermediate Reservoir, and to recoat the Intermediate Reservoir in the amount of \$30,100.
- In January 2021, staff authorized Amendment 9 to the on-call engineering services agreement with Schaaf & Wheeler for design services for the A1/A2 Reservoir and B/C Booster Station Project for landscape design to address CSUMB requirements for the tank site to be screened with trees and other landscaping in the amount of \$76,471.50.

Discussion: During the construction of the A1/A2 Reservoir and B/C Booster Station project additional engineering services have become necessary due to the construction taking longer than estimated originally primarily due to easement issues with California State University Monterey Bay (CSUMB) and the project will require additional engineering support. These engineering services are necessary to keep the construction proceeding and/or to be able to complete the construction.

Staff recommends a new PSA be authorized for the engineering services as opposed to the issuance of another On-Call Amendment.

Environmental Review Compliance: None required.

Legal Counsel Review: Counsel has reviewed the PSA.

Climate Adaptation: The A1/A2 Reservoir and B/C Booster Station project will reduce the District’s electricity consumption and associated impact by installing new more efficient water pumps to serve the upper elevations of the District’s service area significantly reducing the District’s electrical demand.

Financial Impact: Yes No **Funding Source/Recap:** If authorized, the total contracted amount for A1/A2 Reservoir and B/C Booster Station Engineering Support Services and Design Services during construction would be \$1,101,521.50 which is roughly 7% of the construction amount and within acceptable industry standards. Please find summary below:

Amendment 5	\$868,905.00
Amendment 6	\$30,100.00
Amendment 9	\$76,471.50
<u>PSA 2024-XX (if authorized)</u>	<u>\$126,045.00</u>
Total	\$1,101,521.50

Funding for this Professional Services Agreement can be funded in the current FY 2023/2024 capital improvement project budget for project CIP# - GW-0112 without an increase in the current budget.

Other Considerations: None.

Materials Included for Information/Consideration: Resolution No. 2024-07; Professional Services Agreement with Schaaf & Wheeler for the A1/A2 Reservoir and Booster Station Engineering Support and Design Services.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

January 22, 2024

Resolution No. 2024-07
Resolution of the Board of Directors
Marina Coast Water District

Authorizing a Professional Services Agreement with Schaaf & Wheeler for Engineering Services During Construction for the A1/A2 Reservoir and B/C Booster Station Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District at a regular meeting duly called and held on January 22, 2024 at 920 Second Avenue, Suite A, Marina, California as follows:

WHEREAS, the Board authorized the A1/A2 B/C Booster Station project by approving Resolution 2021-16 to authorize a construction contract with Anderson Pacific.

WHEREAS, the Board awarded a professional services agreement for on-call engineering services to Schaaf & Wheeler Consulting Civil Engineers by adoption of Resolution 2017-67 on November 20, 2017; and,

WHEREAS, the Board approved Amendment 5 to the on-call engineering services agreement with Schaaf & Wheeler for design services for the A1/A2 Reservoir and B/C Booster Station Project (GW-0112) by adoption of Resolution 2019-31 on May 20, 2019; and,

WHEREAS, the Board approved Amendment 6 to the on-call engineering services agreement with Schaaf & Wheeler for design services for the A1/A2 Reservoir and B/C Booster Station Project (GW-0112) by adoption of Resolution 2020-37 on June 15 2020; and,

WHEREAS, Staff authorized Amendment 9 to the on-call engineering services agreement with Schaaf & Wheeler for design services for the A1/A2 Reservoir and B/C Booster Station Project (GW-0112) on January 29, 2021; and,

WHEREAS, as the A1/A2 Reservoir and B/C Booster Station project has progressed, engineering services beyond the scope of the current contract amendments became necessary due to the project schedule increasing beyond the original estimated duration; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby:

1. Adopt Resolution No. 2024-07 Authorizing a Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers for Engineering Services During Construction for the A1/A2 Reservoir and B/C Booster Station Project; and,
2. Authorize the General Manager to execute a Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers for Capital Improvement Project Engineering Services during construction for the A1/A2 Reservoir and B/C Booster Station Project for the total dollar amount(s) not-to-exceed \$126,045, and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on January 22, 2024, 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 _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, 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. 2024-07 adopted January 22, 2024.

Remleh Scherzinger, Secretary

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
FOR A1/A2 RESERVOIR B/C BOOSTER STATION PROJECT ENGINEERING
SERVICES DURING CONSTRUCTION

Funding (01-00-160-327, 03-00-160-327)

Task No. TBD

THIS AGREEMENT, made and entered into this _____, by and between Marina Coast Water District, 11 Reservation Road, Marina, CA, 93933, hereinafter called "DISTRICT", and SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS, with its principal offices at 3 QUAIL RUN CIRCLE, SUITE 101, SALINAS, CA 93907, hereinafter called the "CONSULTANT":

WHEREAS, the DISTRICT, desires to receive the professional services related to A1/A2 RESERVOIR B/C BOOSTER STATION PROJECT ENGINEERING SERVICES DURING CONSTRUCTION with a scope generally defined by SCOPE in Appendix A; and

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

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 SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

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 a Amendment, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A. (**NOTE: ANY ADDITIONAL ENGINEERING 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.

A. The General Manager of the DISTRICT shall forward an executed copy of this Agreement to the CONSULTANT within ten (10) days of execution of this Agreement by the DISTRICT.

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 PATRICK BREEN 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 a 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 and specific executed Amendment(s) 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 and/or Amendment(s) is to be on a lump sum basis, compensation shall be as described below:

1. Appendix A and/or Amendments 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 and Amendment(s).
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 percentage 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 and/or Amendment(s) 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 and/or Amendments 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 immediately 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.

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 hold 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.

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. Insurance policies shall provide that such insurance is primary insurance.

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 complete copies of such policies or certified evidence of coverage. Approval or acceptance of said insurance by DISTRICT shall not relieve or decrease the liability of CONSULTANT hereunder.

E. To the extent applicable, 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 an 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
920 2nd Avenue, Suite A
Marina, CA 93933
Attention: General Manager

TO: _____

Attention: _____

[Consultant Name & Address]

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

(CONSULTANT)

Remleh Scherzinger
General Manager

[Type name and title]

Appendix A

Appendix A includes: Scope of Work & Fees

Scope of Work: A1/A2 Reservoir and B/C-Zone BPS, Additional Engineering Services During Construction

Schaaf & Wheeler is providing Engineering Services During Construction for the A1/A2 Reservoirs and B/C-Zones Booster Pump Station project.

Extended Construction Duration. The original construction support estimate assumed there would be 60 weeks of progress meetings and 120 submittals. The contracted construction duration is 700 days (22 months) from NTP to substantial completion. The Contractor's schedule shows the project taking the full allotted time, however, due to the delay in CSUMB granting PG&E an easement, we anticipate the construction running into the spring of 2024. Based on our current level of effort, the budget for an additional 50 weeks of construction support effort is estimated at \$126,045. This includes additional environmental monitoring effort by Denise Duffy & Associates (as a subconsultant).

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

Client: Marina Coast Water District

Project: A1/A2 Tanks and B/C Booster Pump Station

Task: Additional Construction Support

Estimate Date: 1/10/2024 **Rates:** 2019 with 6% Discount

NO.	TASK ITEMS DESCRIPTION	PRINCIPAL PM \$221	SENIOR PM \$212	SENIOR ENG \$197	ASSOC. ENG \$179	ASST. ENG \$160	JUNIOR ENG \$150	SUBTOTAL M.H.'S	IN-HOUSE LABOR COSTS \$	IN-HOUSE MATERIAL COSTS \$	Whitson Engineers Surveying	CEG Geotech	TJCAA Elec. & Struct.	Paul Davis Partnership Architect	HT Harvey Landscape	Denise Duffy CEQA	TOTAL COSTS \$ W/ MARK-UP
Task 8	Additional Construction Support																
8.1	Extended Construction Duration		160			100	260	\$49,920					\$30,000	\$2,500		\$40,000	\$126,045
	Total	0	160	0	0	100	260	\$49,920	\$0	\$0	\$0	\$30,000	\$2,500	\$0	\$40,000	\$126,045	

Subconsultant Mark-up 5.0%

Appendix B
Insurance Requirements

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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, authorized 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 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.

- e. Consultant acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Consultant under this Agreement shall specifically include claims and demands involving, arising out of or related to MEC. [Include this paragraph only for work on the former Fort Ord outside the cantonment area.]

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 therefrom.

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) Symbol 8 (hired) and 9 (non-owned)

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

1. **Professional Liability** – Limits no less than One million dollars (\$1,000,000) per occurrence or claim, and Two million dollars (\$2,000,000) policy aggregate.
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.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Member Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

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 10 01, 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 at least as broad as ISO CG 20 01 04 13 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 the 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.

The policies specified above shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Consultant, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.

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

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

1. **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. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention exceeding \$50,000 must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

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 the additional insured endorsements. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

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
920 2nd Avenue, Suite A
Marina, CA 93933
Attn: Stephenie Verdusco

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)

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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: _____

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:

(the "Facilities"); and,

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: _____

**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
Schaaf & Wheeler
Consulting Civil Engineers

OWNER
Marina Coast Water District

By _____

By _____

Title _____

Title: General Manager

Date _____

Date _____

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-B

Meeting Date: January 22, 2024

Prepared By: Derek Cray

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2024-08 to Award a Contract to Calcon Systems Inc. for the Programmable Logic Controller Replacement Project Phase 1 and Amend the FY 2023-2024 Budget

Staff Recommendation: Adopt Resolution No. 2024-08 to accept the proposal from the District's on-call Supervisory Control and Data Acquisition and Motor Control Center integrator Calcon Systems, Inc., in the amount of \$217,950.00, plus a 3% contingency for a total not-to-exceed of \$224,488.50 for Phase I; and, amend the FY 2023-2024 Budget, and authorize the General Manager to execute the contract and all necessary documents.

Background: *Strategic Plan, Goal No. 2 Infrastructure – Our objective is to provide a high quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers.*

The Marina Coast Water District (District) operates the water and wastewater for Marina and Ord Communities. The District's water system (# CA2710017) is regulated by the State Water Resources Control Board, Division of Drinking Water, and the wastewater collection system is regulated under State Water Resources Control Board Statewide General Discharge Requirements Order No. 2022-0103-DWQ.

The District's pump stations are controlled remotely via a Programmable Logic Controller (PLC), which allows the sites to talk and communicate with each other and houses the necessary logic to make the water and sewer systems function. The PLC is one of the most critical components in the system and must always remain operational and reliable. The existing in-service PLC controllers are between 10 and 15 years old and have been reliable pieces of hardware throughout their lifespan.

Discussion/Analysis: The District's current PLC model is reaching a manufacturer's end of life and will no longer be supported after 2025. While the PLCs themselves are robust pieces of hardware, it is critical for these pieces of hardware to remain current to allow for repair or replacement, in addition to providing security in order to prevent unauthorized control of MCWD's sites. Therefore, the District is looking to phase in replacements with a newer, supported model PLC over the next two fiscal years before the anticipated end-of-life of the existing model PLCs.

As the water well stations are the most critical and require the most time and extensive programming due to each one having a unique program, staff recommends beginning with these sites first. As Calcon Systems is the District's current sole integrator, staff recommends the Board award a sole source contract for the programming and installation of the new PLC controllers for the water well sites. Calcon currently works on all of the District's pump stations, has extensive knowledge of programming for each site, and coordinates well with staff to ensure no service interruption during critical programming cutovers.

Phase two of the project will finish the PLCs with similar components as in Phase one but will focus on the water booster, tank sites, and sewer lift stations. All labor, equipment, and services will come with a one-year warranty, and Calcon is ready to commence as soon as a notice to proceed is provided. The estimated completion time is three months for phase 1, and payment will be made in a lump sum after completion.

Environmental Review Compliance: None required.

Legal Counsel Review: Legal Counsel has reviewed the proposal and resolution.

Climate Adaptation: Having reliable pump stations with PLCs that can be programmed allows the District to optimize its pump sites and reduce PGE power costs as much as possible. Keeping the PLCs up to date will allow the District to continue to program the sites to run at maximum efficiency while providing redundant safeguards to help prevent or mitigate failures in our pumping systems.

Financial Impact: Yes No Funding Source/Recap: \$225,000 was budgeted this year for the project from Capital Replacement Reserves. While the project is within the original budgeted amount, a budget adjustment is still needed as the project was allocated to all four cost centers. The original budget for the sewer cost centers will be transferred out of CIP WD-2403 and placed back into the Capital Replacement Reserves. The Ord Water cost center will get transferred \$37,778.50 from Capital Replacement Reserves into the CIP WD-2403 to fully fund the cost center. The following budget chart represents the proposed budget adjustments:

Cost Center:	Original CIP amount (WD 2403)	Amendment Amount	Fund Transfer	Transfer Fund Balance	New Balance
Marina Water:	\$59,000.00	No Amendment Needed	N/A	N/A	N/A
Marina Sewer:	\$11,000.00	-\$11,000.00	Capital Replacement Reserves		
Ord Water:	\$128,000.00	\$37,778.50	Capital Replacement Reserves		
Ord Sewer	\$27,000.00	-\$27,000.00	Capital Replacement Reserves		

The following chart represents each cost center's percentage and the amount required for the project:

Cost Center	Percentage of Grand Total	Total Amount Including Contingency
Marina Water	26.15%	\$58,710.00
Ord Water	73.85%	\$165,778.50
Grand Total	100%	\$224,488.50

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2024-08; and, a copy of the Calcon Systems Inc. PLC Upgrade proposal.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

January 22, 2024

Resolution No. 2024 - 08
Resolution of the Board of Directors
Marina Coast Water District

To Award a Contract to Calcon Systems Inc. for the Programmable Logic Controller Replacement Project Phase 1 and Amend the FY 2023-2024 Budget

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on January 22, 2024, at 920 Second Avenue, Suite A, Marina, California.

WHEREAS, the District's potable water system is regulated under the State Water Resources Control Board, Division of Drinking Water, Permit No. CA2710017; and,

WHEREAS, the District's water well pump stations are critical in providing water services; and,

WHEREAS, each pump station is controlled by a programmable logic controller (PLC) that allows the site to run in an automatic and remote setting; and,

WHEREAS, the District's current PLC is nearing its manufacturer's end of life recommendations; and,

WHEREAS, it is critical to replace the PLCs with new and supported devices to allow for repair, troubleshooting, future programming and security safeguards; and,

WHEREAS, Calcon Systems, Inc. has been the District's sole integrator for the last six years and is currently in contract as the District's on-call SCADA and Motor Control Center contractor; and,

WHEREAS, the original budget for the project was \$225,000 between the water and sewer cost centers; and,

WHEREAS, a budget adjustment is necessary to award phase 1 of the project in its entirety.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby:

1. Adopt Resolution No. 2024-08 to award a sole source contract for goods and services to Calcon Systems, Inc. for the amount of \$217,950.00, plus a 3% contingency for a total not-to-exceed of \$224,488.50.
2. Amend the budget with the following amounts into the PLC Replacement Project WD-2403:
 - i. \$37,778.50 from Capital Replacement Reserves, Ord Water
3. Amend the budget with the following amounts into the Capital Replacement Reserves:
 - i. \$11,000 from WD-2403, Marina Sewer
 - ii. \$27,000 from WD-2403, Ord Sewer

4. Authorize the General Manager to execute the PLC Replacement Phase 1 Project contract and direct the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on January 22, 2024, 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 _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, 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. 2024-08 adopted January 22, 2024.

Remleh Scherzinger, Secretary



January 2, 2024

Marina Coast Water District
2840 4th Avenue
Marina, CA 93933

Attention: Derek Cray, Operations and Maintenance Manager

Subject: Water Sites PLC Upgrades Proposal

Mr. Cray,

Calcon Systems is pleased to offer this quotation for the upgrade project we discussed, with each scope item listed below.

If you or your team have any questions, please contact me any time.

Thank you for considering Calcon Systems for this project.

Best Regards,

Ryan Smith

Ryan Smith
Calcon Systems, Inc.
Cell (925) 570-5122
E-mail rsmith@calcon.com
License C-10 No. 508284 | UL File No. E303943



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Water Sites

Scope of work

Replacement of the existing [REDACTED] PLCs at the water sites listed below with new [REDACTED] PLCs.

For each site:

- Design PLC upgrade – specify PLC hardware and installation parts, procurement.
- Programming of new PLC system.
 - Create new PLC program version for CompactLogix
 - Tag creation and matching to existing SCADA tags
 - Bench testing
 - SCADA integration and testing
 - Update of [REDACTED] server tags for new PLC system
 - Configuration of communications with other sites via radio
 - Configuration and testing of radio/cellular redundancy
- Installation of new PLC and wiring into existing control panel.
- Startup and testing.
 - Functional testing
 - Alarm testing



Pricing

#	Ord Water Sites:	Price
1	Watkins Gate Well	\$ 29,100.00
2	Well 29	\$ 29,100.00
3	Well 30	\$ 29,100.00
4	Well 31	\$ 29,100.00
5	Well 34	\$ 29,100.00
6	Well 31 repeater	\$ 15,450.00
Ord sites total:		\$ 160,950.00

#	Marina Water Sites:	Price
1	Well 10	\$ 28,500.00
2	Well 11	\$ 28,500.00
Marina sites total:		\$ 57,000.00

Total project price:		\$ 217,950.00
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Terms

- This quotation is valid for 60-days.
- Warranty: 1-year parts and labor.
- Payment Terms: Net-30 days.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-C

Meeting Date: January 22, 2023

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Reviewed By: Garrett Haertel, PE

Agenda Title: Receive the Marina Coast Water District FY 2023-2024 Mid-Year Report and Adopt Resolution No. 2024-09 to Amend the Capital Improvement Projects Budget to Adjust Funding for A1/A2 Reservoir and B/C Booster Station Project, Well 12 Project, Solar Array Project, and the Gigling and Ord Village Lift Station/Force Main Projects

Staff Recommendation: Receive the Marina Coast Water District Mid-Year Report for FY 2023-2024 and approve the FY 2023-2024 CIP Budget Amendment to adjust the funding for A1/A2 Reservoir and B/C Booster Station Project (GW-0112), Well 12 Project (GW-0378), Solar Array Project (WD-2405), and the Gigling and Ord Village Lift Station/Force Main Projects (OS-0218 and OS-0147).

Background: *Strategic Plan, Goal No. 4 – To manage the District’s finances in the most effective and fiscally responsible manner. Strategic Plan, Element No. 2 – Infrastructure – Our objective is to provide a high quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards.*

On June 19, 2023, the Board passed and adopted Resolution No. 2023-21 adopting the Marina Coast Water District Budget for FY 2023-2024

Discussion/Analysis: The FY 2023-2024 Mid-Year Report reflects the consolidated financial activity of the District through December 31, 2023, and compares the activity with the approved budget.

Summary:

The District’s Mid-Year Report includes revenues and other funding sources of \$15 million and expenses, including CIP/Capitalized Equipment of \$11.1 million, resulting in a net revenue of \$3.9 million.

Revenue:

The total FY24 revenue of \$15.1 million is at 23% of budgeted amount. The big difference between the revenue collected and the budgeted amount is due to the following:

1. Future Bond for CIP’s that has not been executed yet.
2. Future Grant for CIP’s that has not been awarded yet.
3. Some Year-End Journal Entries that are to be booked at end of the fiscal year like the Deferred Revenue and Water Source Fees Revenue.

At the same time last year, the District had collected a total of \$22.8 million in revenues, this is a 34% drop from the FY23 Mid Year Revenues to FY24 Mid Year Revenues. This big drop can be attributed to several factors:

1. One-time capacity fee revenue for Recycled Water from the Bayonet and Blackhorse Golf Course (\$7.5M) in FY23.
2. Catch-up grant reimbursements (\$2.4M) for prior year CIP expenses for the RUWAP Distribution Line Project in FY23
3. Catch-up drawdowns from the 2019 Bond for prior year expenses for various CIP Projects in FY23.
4. Normal timing revenue recognition differences.

The District normally generates most of its revenue on the 3rd and 4th quarter of the fiscal year. So it is anticipated that we will fall within our revenue goals at the end of the fiscal year.

Expenses:

The District's total expense of \$11.1 million is at 16% of budgeted amount. At the same time last year, the District's FY23 Mid Year Expenses were at \$13.5 million. This is an 18% drop in prior year expenses and can be attributed to the delay in our FY24 CIP capital spending. It is anticipated that the District will catch-up on CIP's once the Engineering Department is fully staffed and the future bonds and grants are executed/awarded.

Investments:

The District's investment continues to perform well as can be seen on the historical summary of investments. As of December 2023, our investments were at \$39.6 million, \$28.7 million as of December 2022, and \$22.2 million as of December 2021. The \$39.6 million for calendar year 2023 represents a 38% increase from the prior year.

As of December 2023, the District has earned a total of \$1.1 million in interest earnings. This represents a 373% increase as compared to the \$233K earned last year. The District is maximizing it's returns by diversifying its portfolio and negotiating good returns with its partner banks. Additional long-term investments will be considered in the future as we continue to explore other investment options.

Proposed FY24 CIP Budget Amendments:

The following CIP Budget Amendments are recommended:

Proposed: Transfer Funds - net zero									
<u>Cost Center</u>	<u>Funding Source</u>	<u>CIP No</u>	<u>Project</u>	<u>Budget</u>	<u>Change</u>	<u>Amended Budget</u>	<u>Comments</u>		
MW	2019 Bond	GW-0112	A1/A2 TANK B/C BSTR	1,119,552.50		1,119,552.50			
MW	New Bond	GW-0112	A1/A2 TANK B/C BSTR	579,000.00		579,000.00	Change in funding source from 2019 Bond to Capacity Fees		
OW	2019 Bond	GW-0112	A1/A2 TANK B/C BSTR	3,562,205.50	(2,184,350.00)	1,377,855.50			
OW	Capacity Fee	GW-0112	A1/A2 TANK B/C BSTR		2,184,350.00	2,184,350.00			
				5,260,758.00	-	5,260,758.00			
<u>Cost Center</u>	<u>Funding Source</u>	<u>CIP No</u>	<u>Project</u>	<u>Budget</u>	<u>Change</u>	<u>Amended Budget</u>	<u>Comments</u>		
MW	Capital Replacement	GW-2405	WELL REHABILITATION PROG.	70,000.00	(70,000.00)	-	Re-allocate Well Rehab funds to Well 12		
OW	Capital Replacement	GW-2405	WELL REHABILITATION PROG.	155,000.00	(155,000.00)	-			
				225,000.00	(225,000.00)	-			
<u>Cost Center</u>	<u>Funding Source</u>	<u>CIP No</u>	<u>Project</u>	<u>Budget</u>	<u>Change</u>	<u>Amended Budget</u>	<u>Comments</u>		
MW	Capital Replacement	GW-0378	WELL 12	-	70,000.00	70,000.00	Re-allocate Well Rehab funds to Well 12		
OW	Capital Replacement	GW-0378	WELL 12	-	155,000.00	155,000.00			
				-	225,000.00	225,000.00			
<u>Cost Center</u>	<u>Funding Source</u>	<u>CIP No</u>	<u>Project</u>	<u>Budget</u>	<u>Change</u>	<u>Amended Budget</u>	<u>Comments</u>		
MW	New Bond	WD-2405	SOLAR ARRAY	788,000.00	(37,500.00)	750,500.00			
MS	New Bond	WD-2405	SOLAR ARRAY	187,000.00	(9,000.00)	178,000.00			
OW	New Bond	WD-2405	SOLAR ARRAY	1,732,000.00	(82,500.00)	1,649,500.00			
OS	New Bond	WD-2405	SOLAR ARRAY	423,000.00	(21,000.00)	402,000.00			
RW	New Bond	WD-2405	SOLAR ARRAY	550,000.00	-	550,000.00	\$150K in start up costs to funded by capacity fees instead of new bond		
GSA	New Bond	WD-2405	SOLAR ARRAY	320,000.00	-	320,000.00			
MW	Capacity Fee	WD-2405	SOLAR ARRAY	-	37,500.00	37,500.00			
MS	Capacity Fee	WD-2405	SOLAR ARRAY	-	9,000.00	9,000.00			
OW	Capacity Fee	WD-2405	SOLAR ARRAY	-	82,500.00	82,500.00			
OS	Capacity Fee	WD-2405	SOLAR ARRAY	-	21,000.00	21,000.00			
				4,000,000.00	-	4,000,000.00			
Proposed: New Funding - additional \$230K									
<u>Cost Center</u>	<u>Funding Source</u>	<u>CIP No</u>	<u>Project</u>	<u>Budget</u>	<u>Change</u>	<u>Amended Budget</u>	<u>Comments</u>		
OS	2019 Bond	OS-0218	GIGLING LS/FORCE MAIN	-	98,900.00	98,900.00	PY Project - close out activities to be funded by 2019 Bond		
OS	2019 Bond	OS-0147	ORD VILLAGE L/S FM IMPVT	-	131,100.00	131,100.00			
				-	230,000.00	230,000.00			

Summary of CIP Budget Changes by Funding Source:			
2019 Bond			
Beginning Balance as of 12/31/23			4,732,914.00
GW-0112	A1/A2 Tank B/C Booster		(2,184,350.00)
OS-0218	Gigling LS/Force Main		98,900.00
OS-0147	Ord Village L/S FM Impvt		131,100.00
Ending Balance as of 12/31/23			2,778,564.00
Capacity Fees Reserves			
Available Balance as of 12/31/23			16,751,612.00
GW-0112	A1/A2 Tank B/C Booster		(2,184,350.00)
WD-2405	Solar Array		(150,000.00)
Ending Balance as of 12/31/23			14,417,262.00
Capital Replacement Reserve			
Available Balance as of 12/31/23			3,254,503.00
GW-2405	Well Rehabilitation Prog		(225,000.00)
GW-0378	Well 12		225,000.00
Ending Balance as of 12/31/23			3,254,503.00

The following CIP Budget Amendments are recommended:

1. 2019 Bond
 - a. GW-0112 A1/A2 Tank B/C Booster – the request is to change the funding source for \$2,184,350 from 2019 Bond to Capacity Fees Reserve. The request is a result of a decrease in 2019 available bond balance due to some additional FY22 activities that were drawdown this fiscal year plus the need to re-allocate \$230,000 to fund OS-0218 Gigling Lift Station/Force Main and OS-0147 Ord Village Lift Station/Force Main Improvements. The \$230K is needed is to account for some prior year activity that needs to be closed out in the current fiscal year.
2. Capacity Fee Reserves
 - a. GW-0112 A1/A2 Tank B/C Booster – reason stated above.
 - b. WD-2405 Solar Array – the request is to change a portion of the funding source \$150K from new bond to capacity fees. The \$150K is needed for project start-up costs for initial design. The remaining funding of \$3.85 million will come from outside funding, currently identified as the 2024 Bond.
3. Capital Replacement Reserves
 - a. GW-2405 Well Rehabilitation Program & GW-0378 Well 12 – the request is to re-allocate the GW-2405 Well Rehabilitation Programmatic funds to GW-0378 Well 12. The programmatic funds are designed to be placeholders for the funds at the start of the fiscal year. As specific programs are identified, staff will request from the board to re-allocate the funds to the proper CIP project.

Environmental Review Compliance: None required.

Legal Counsel Review: None.

Financial Impact: X Yes No **Funding Source/Recap:** See above.

Material Included for Information/Consideration: Resolution No. 2024-09; and, the FY2023-2024 Mid-Year Report.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

January 22, 2024

Resolution No. 2024-09
Resolution of the Board of Directors
Marina Coast Water District
Amend the Fiscal Year 2023-2024 Capital Improvement Program (CIP) Budget

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on January 22, 2024, at 920 2nd Avenue, Suite A, Marina, California, as follows:

WHEREAS, on June 19, 2023, the Directors of the District passed and adopted Resolution No. 2023-21 adopting the District Budget for FY 2023-2024; and,

WHEREAS, District Engineering staff created a Capital Improvement Program that was included in the adopted District Budget for FY 2023-2024; and,

WHEREAS, District Engineering and Finance staff identified five projects (GW-0112, GW-0378, WD-2405, OS-0218 and OS-0147) in need of budget amendments and calculated the funding necessary; and,

WHEREAS, District Finance staff identified appropriate and available funding sources; and,

WHEREAS, \$2,184,350 in resources is necessary to be allocated within Project GW-0112 from 2019 Bond Funds to Ord Water (OW) Capacity Fees; and,

WHEREAS, \$225,000 needs to be reallocated from programmatic project GW-2405 for well rehabilitation projects identified to the Well 12 Project (GW-0378) to complete well condition assessment and testing and create an operational workplan for reactivating the well; and,

WHEREAS, an additional \$230,000 in resources is necessary to fully fund and close out the Gigling and Ord Village Lift Station and Force Main Projects (OS-0218 and OS-0147); and,

WHEREAS, a FY 2023-2024 CIP Budget amendment is required to resource these projects in order to achieve the desired facility objectives.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby amend the FY 2023-2024 CIP Budget as follows:

Summary of CIP Budget Changes by Funding Source:			
2019 Bond			
Beginning Balance as of 12/31/23			4,732,914.00
GW-0112	A1/A2 Tank B/C Booster		(2,184,350.00)
OS-0218	Gigling LS/Force Main		98,900.00
OS-0147	Ord Village L/S FM Impvt		131,100.00
Ending Balance as of 12/31/23			2,778,564.00
Capacity Fees Reserves			
Available Balance as of 12/31/23			16,751,612.00
GW-0112	A1/A2 Tank B/C Booster		(2,184,350.00)
WD-2405	Solar Array		(150,000.00)
Ending Balance as of 12/31/23			14,417,262.00
Capital Replacement Reserve			
Available Balance as of 12/31/23			3,254,503.00
GW-2405	Well Rehabilitation Prog		(225,000.00)
GW-0378	Well 12		225,000.00
Ending Balance as of 12/31/23			3,254,503.00

PASSED AND ADOPTED on January 22, 2024, 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 _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, 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. 2024-09 adopted January 22, 2024.

Remleh Scherzinger, Secretary

Table 1:
Marina Coast Water District
Mid Year Summary
as of 12/31/23

Revenue	Marina Water	Marina Sewer	Ord Water	Ord Sewer	Recycled Water	GSA	FY24 YTD Revenue as of 12/31/23	FY 24 vs FY 23 % Change	FY23 YTD Revenue as of 12/31/22	FY 23 vs FY 22 % Change	FY22 YTD Revenue as of 12/31/21
1 Water Sales	1,995,241	-	4,647,907	-	-	-	6,643,148	12%	5,926,428	1%	5,884,940
2 Other Water Sales	-	-	152,410	-	-	-	152,410	-9%	168,142	-17%	203,618
3 Sewer Sales	-	704,792	-	1,825,148	-	-	2,529,940	6%	2,378,822	8%	2,199,295
4 Fire System Charge	60,965	-	157,069	-	-	-	218,034	6%	205,064	10%	187,141
5 Backflow Revenue	45	-	-	-	-	-	45	165%	17		
6 Late Charges	19,131	-	85,100	-	-	-	104,231	31%	79,284	1168%	6,255
7 Plan Check/Permit Fees	9,120	9,120	7,800	8,100	-	-	34,140	76%	19,400	114%	9,070
8 Wheeling Charge	-	-	18,528	-	-	-	18,528	3%	17,986	50%	12,000
9 Meter Fees	10,640	-	104,815	-	-	-	115,455	68%	68,534	100%	34,289
10 Capacity Fee/Capital Surcharge	113,288	40,092	2,211,000	503,102	-	-	2,867,482	-73%	10,644,274	581%	1,563,889
11 Other Income	19,623	339	4,199	15,390	68	-	39,619	39%	28,523	-47%	54,109
12 Interest Income	98,248	27,147	199,845	158,641	112,841	-	596,722	123%	267,581	1049%	23,279
13 Rental Revenue	44,553	12,729	79,559	22,277	-	-	159,118	1%	157,661	0%	157,621
14 Developer Revenue	301,534	6,534	450,771	127,880	1,452	-	888,171	151%	353,704	-40%	592,656
15 Grant Funding	-	-	977,624	(977,624)	-	-	-	-100%	2,464,637	-60%	6,179,988
16 Recycled Water Sales	-	-	-	-	673,737	-	673,737	2345%	27,555		
17 Water Source Fees	-	-	-	-	-	-	-				
18 Deferred Revenue	-	-	-	-	-	-	-				
19 Future Bond Proceeds	-	-	-	-	-	-	-				
Total Revenue	2,672,388	800,753	9,096,627	1,682,914	788,098	-	15,040,780	-34%	22,807,612	33%	17,108,150
Expenses	Marina Water	Marina Sewer	Ord Water	Ord Sewer	Recycled Water	GSA	FY24 YTD Expense as of 12/31/23	FY 24 vs FY 23 % Change	FY23 YTD Expense as of 12/31/22	FY 23 vs FY 22 % Change	FY22 YTD Expense as of 12/31/21
1 Salaries & Benefits	973,472.00	291,185.00	1,760,943.00	488,218.00	18,812.00	-	3,532,630.00	10%	3,211,154	4%	3,087,650
2 Department Expense	594,453.00	86,780.00	1,585,442.00	445,077.00	679,799.00	1,839,243.00	5,230,794.00	28%	4,080,709	10%	3,694,567
3 Interest Expense	108,256.00	49,945.00	292,412.00	169,842.00	100,250.00	-	720,705.00	-15%	846,343	-1%	856,398
4 Franchise Fees	-	-	38,580.00	14,561.00	-	-	53,141.00	-47%	99,868	17%	85,172
5 Capital Improvement Projects	238,022	12,297	567,490	155,668	3,491	2,033	979,001.00	-79%	4,570,876	-47%	8,668,000
6 Capital Equipment	69,620	61,236	207,010	149,299	2,579	-	489,744.00	-22%	625,869	68%	372,299
7 Principal Debt Service	15,028	4,294	26,836	7,514	-	-	53,672.00	6%	50,715	6%	47,920
8 Transfer to Capital Replacement Fund	-	-	-	-	-	-	-				
Total Expenses	1,998,851	505,737	4,478,713	1,430,179	804,931	1,841,276	11,059,687	-18%	13,485,534	-20%	16,812,006
Net Revenue	673,537	295,016	4,617,914	252,735	(16,833)	(1,841,276)	3,981,093	-57%	9,322,078	3048%	296,144

Table 2:
Marina Coast Water District
Revenue Budget Analysis
as of 12/31/23

Revenue	Budget	FY24 YTD Revenue as of 12/31/23	Balance	(FY24 bud vs act)	(FY24 act vs FY23 act)	Comments	Prior Years	
				% Collected	% Change from FY24 vs FY23		FY23 YTD Revenue as of 12/31/22	FY22 YTD Revenue as of 12/31/21
1 Water Sales	15,268,313.00	6,643,147.34	8,625,165.66	44%	12%		5,926,428.00	5,884,940.00
2 Other Water Sales	390,000.00	152,410.15	237,589.85	39%	-9%		168,142.00	203,618.00
3 Sewer Sales	5,450,086.00	2,529,940.07	2,920,145.93	46%	6%		2,378,822.00	2,199,295.00
4 Fire System Charge	460,117.00	218,034.20	242,082.80	47%	6%		205,064.00	187,141.00
	52,500.00	45.00	52,455.00	0%	165%	Normally collected towards end of fiscal year	17.00	
5 Backflow Revenue								
6 Late Charges	220,000.00	104,230.24	115,769.76	47%	31%		79,284.00	6,255.00
7 Plan Check/Permit Fees	32,000.00	34,140.00	(2,140.00)	107%	76%		19,400.00	9,070.00
8 Wheeling Charge	37,044.00	18,527.52	18,516.48	50%	3%		17,986.00	12,000.00
9 Meter Fees	281,320.00	115,454.60	165,865.40	41%	68%		68,534.00	34,289.00
10 Capacity Fee/Capital Surcharge	9,811,413.00	2,867,482.17	6,943,930.83	29%	-73%	One time payment of \$7.5M for recycled water in FY23 (Golf Course)	10,644,274.00	1,563,889.00
11 Other Income	90,000.00	39,618.00	50,382.00	44%	39%		28,523.00	54,109.00
12 Interest Income	870,210.00	596,722.00	366,272.14	69%	123%	Revenue will most likely exceed budget	267,581.00	23,279.00
13 Rental Revenue	319,241.00	159,118.80	160,122.20	50%	1%		157,661.00	157,621.00
14 Developer Revenue	850,000.00	888,172.00	551,550.27	104%	151%		353,704.00	592,656.00
15 Grant Funding	17,200,000.00	-	17,200,000.00	0%	-100%	Most grants were done in FY23	2,464,637.00	6,179,988.00
16 Recycled Water Sales	1,363,059.00	673,736.82	689,322.18	49%	2345%		27,555.00	
17 Water Source Fees	874,969.00	-	874,969.00	0%				
18 Deferred Revenue	203,814.00	-	203,814.00	0%				
19 Future Bond Proceeds	11,428,171.00	-	11,428,171.00	0%				
Total	65,202,257.00	15,040,778.91	50,843,984.50	23%	Collected		22,807,612.00	17,108,150.00

Adjustments:

Less: Future Bond (CIP)	(11,428,171.00)				
Less: Futue Grant Revenue (CIP)	(15,200,000.00)				
Less: Deferred Revenue (YE JE)	(203,814.00)				
Less: Water Source Fee (YE JE)	(874,969.00)				
Adjusted Budget	37,495,303.00	15,040,778.91	50,843,984.50	40%	Collected

	Actuals	Change	
FY22 Mid Year Actuals	17,108,150.00		
FY23 Mid Year Actuals	22,807,612.00	33% inc from PY	
FY24 Mid Year Actuals	15,040,778.91	-34% dec from PY due to grant revenue (\$2.4M) and one time capacity fee (\$7.5M) for recycled water rec'vd in FY23	

Table 3:
Marina Coast Water District
Expense Budget Analysis - Salaries & Benefits
as of 12/31/23

Expense Account	Budget	FY 24 YTD Exp as of 12/31/23	Encumbrance	Balance	% Spent	Prior Years	
						FY 23 YTD Exp as of 12/31/22	FY 22 YTD Exp as of 12/31/21
1 Wages	6,139,921.00	2,354,972.94	-	3,784,948.06	38%	2,163,485.01	2,084,578.79
2 Wages - CIP	(523,660.00)	(32,133.07)	-	(491,526.93)	6%	(80,781.15)	(145,400.93)
3 Overtime	98,421.00	12,617.07	-	85,803.93	13%	9,896.92	58,062.97
4 Standby Wages	44,990.00	31,913.68	-	13,076.32	71%	20,244.00	20,580.00
5 Social Security Exp	356,398.00	129,986.93	-	226,411.07	36%	120,853.66	119,736.12
6 Medicare Exp	86,363.00	33,368.75	-	52,994.25	39%	30,711.40	30,323.17
7 Medical Insurance	803,783.00	402,214.33	-	401,568.67	50%	394,989.44	399,658.64
8 Dental Insurance	42,924.00	20,584.69	-	22,339.31	48%	18,273.70	17,038.30
9 Vision Insurance	10,424.00	4,509.02	-	5,914.98	43%	4,319.71	4,440.24
10 Workers Comp Insurance	117,496.00	38,686.80	-	78,809.20	33%	25,307.86	24,197.25
11 Life Insurance	20,701.00	10,732.42	-	9,968.58	52%	10,288.04	9,418.20
12 Uniform/Boot Benefit	21,834.00	7,203.17	7,095.90	7,534.93	33%	7,680.21	9,649.25
13 Tuition Reimbursement	30,000.00	-	-	30,000.00	0%	-	-
14 SUI Expense	12,136.00	892.83	-	11,243.17	7%	1,740.50	1,650.14
15 ETT Expense	367.00	34.32	-	332.68	9%	60.04	43.40
16 Car/Cellphone Allowance	2,122.00	3,300.00	-	(1,178.00)	156%	3,600.00	2,100.00
17 Disability Plan	17,820.00	8,302.29	-	9,517.71	47%	7,664.15	7,008.40
19 Calpers Retirement (ER)	865,262.00	378,712.97	-	486,549.03	44%	358,863.36	328,614.24
20 Calpers Retirement (EE)	204,022.00	94,779.08	-	109,242.92	46%	93,538.25	97,199.41
21 Pension Expense	515,000.00	-	-	515,000.00	0%	-	-
22 OPEB Expense	257,500.00	-	-	257,500.00	0%	-	-
23 Deferred Comp (ER)	100,940.00	28,951.02	-	71,988.98	29%	16,818.76	15,202.45
24 Board Compensation	10,000.00	3,000.00	-	7,000.00	30%	3,600.00	3,550.00
Total	9,234,764.00	3,532,629.24	7,095.90	5,695,038.86	38%	3,211,153.86	3,087,650.04

Less: Pension Expense (YE Journal Entry)	(515,000.00)	
Less: OPEB Expense (YE Journal Entry)	(257,500.00)	
Adjusted Total	8,462,264.00	3,532,629.24

	Actuals	Budget	
FY24 Totals	3,532,629.24	9,234,764.00	38% % Spent
FY24 Adjusted Totals	3,532,629.24	8,462,264.00	42% % Spent

	Actuals	Change	
FY22 Mid Year Actuals	3,087,650.04		
FY23 Mid Year Actuals	3,211,153.86	123,503.82	4% increase from PY
FY24 Mid Year Actuals	3,532,629.24	321,475.38	10% increase from PY

Table 4:
Marina Coast Water District
Expense Budget Analysis - Department Expense
as of 12/31/23

Expense Account	Budget	FY 24 YTD Exp as of 12/31/23	Encumbrance	Balance	% Spent	Comments	Prior Years	
							FY 23 YTD Exp as of 12/31/22	FY 22 YTD Exp as of 12/31/21
1 Property & Liability Insurance	207,002.00	139,214.15	-	67,787.85	67%		97,071.66	80,576.86
2 Property Taxes	4,500.00	4,346.64	-	153.36	97%		3,874.73	3,965.92
3 Power & Gas	45,000.00	12,541.52	32,458.48	-	28%		13,762.59	12,708.40
4 Bldg Security & Other Services	29,000.00	13,589.23	7,345.21	8,065.56	47%		14,099.04	11,992.35
5 Phone/Answering Services	85,726.00	45,831.01	58,358.72	(18,463.73)	53%		40,530.42	37,506.90
6 Rent/Lease Equipment	18,000.00	51,216.63	51,812.28	(85,028.91)	285%	Modular Rental for Ord Office (not budgeted)	7,540.76	
7 Lab Contract Testing & Materials	83,000.00	27,145.74	-	55,854.26	33%		12,158.76	
8 Books & Reference Materials	10,850.00	463.44	-	10,386.56	4%		-	27,274.45
9 Postage	48,500.00	23,520.43	24,903.83	75.74	48%		20,088.07	20,141.68
10 Printing	44,300.00	8,878.06	11,542.84	23,879.10	20%		9,336.72	10,330.80
11 Office & General Supply	55,750.00	24,210.10	4,577.02	26,962.88	43%		17,107.29	11,821.32
12 Computer & Software Expense	419,800.00	186,779.30	3,350.88	229,669.82	44%	17 IPAD replacement & One- time implementation cost for Springbrook Software	79,273.02	74,565.73
13 Advertisement	55,000.00	582.70	-	54,417.30	1%		26,307.51	26,319.16
14 Hospitality & Awards	15,300.00	6,074.11	-	9,225.89	40%		5,000.82	5,016.72
15 Corral De Tierra GSP	50,000.00	-	-	50,000.00	0%		-	
16 Regulatory Fees	38,400.00	40,017.38	-	(1,617.38)	104%		36,076.00	38,774.93
17 Board Mtg. & Video Recording	6,800.00	2,300.00	3,220.00	1,280.00	34%		1,840.00	3,220.00
18 Maintenance Agreements	376,100.00	96,393.06	70,770.36	208,936.58	26%		120,096.57	58,202.50
19 Accounting Services	150,000.00	21,299.00	-	128,701.00	14%		20,700.00	25,160.00
20 O&M Chemicals/Lubricants	126,200.00	52,106.95	-	74,093.05	41%		58,329.33	34,102.77
21 Consulting Services	2,069,200.00	561,563.00	745,698.37	787,688.85	27%		385,865.76	462,978.96
22 IOP Expenses	14,000.00	-	-	14,000.00	0%		-	-
23 BLM Expenses	74,860.00	32,050.75	31,088.54	11,720.71	43%		28,748.62	25,557.14
24 Bank & Administration Fees	149,300.00	66,898.80	2,706.00	79,695.20	45%		77,403.95	76,522.84
25 O&M Maintenance & Equip	650,500.00	186,067.36	17,477.48	446,955.16	29%		149,352.93	192,464.24
26 O&M Power	1,293,330.00	528,141.14	765,188.86	-	41%		565,214.02	478,035.91
27 Interest Expense	2,040,952.00	720,703.95	63,478.30	1,256,769.75	35%		846,343.02	856,398.01
28 Emergency Repairs	400,000.00	14,660.00	-	385,340.00	4%		-	
29 Pure Water Monterey Project	1,504,006.00	617,044.00	-	916,103.99	41%		-	-
30 Meters	300,000.00	101,682.62	-	198,317.38	34%		54,559.47	32,680.90
31 Telemetry	73,000.00	11,626.00	-	61,374.00	16%		43,208.95	74,599.83
32 Conference/Travel/Education Expense	76,575.00	24,497.25	997.84	51,079.91	32%		15,844.78	12,172.35

Expense Account	Budget	FY 24 YTD Exp as of 12/31/23	Encumbrance	Balance	% Spent	Comments	Prior Years	
							FY 23 YTD Exp as of 12/31/22	FY 22 YTD Exp as of 12/31/21
33 Meters	18,000.00	14,908.35	-	3,091.65	83%		16,207.47	8,246.07
34 Safety	15,000.00	9,995.82	-	5,004.18	67%		5,508.38	5,791.28
35 Rebate Programs	185,250.00	71,681.60	-	113,568.40	39%		46,216.65	30,917.83
36 Membership & Dues	82,975.00	12,141.20	487.00	70,346.80	15%		12,323.65	12,723.30
37 Water Source Fees	874,969.00	-	-	874,969.00	0%		-	
38 Franchise Fees	50,000.00	53,140.80	-	(3,140.80)	106%	Last payment for Franchise Fees; District did not renew contract	99,867.29	85,172.32
39 Permits/Mapping Services	145,000.00	4,002.50	1,629.60	139,367.90	3%		68.00	40.00
40 Depreciation Expense	-	-	-	-			-	-
41 Legal Services	2,575,500.00	1,851,569.24	-	723,930.76	72%		1,697,642.89	1,149,354.78
42 Fleet Maintenance	129,500.00	50,959.62	4,123.00	74,417.38	39%		69,084.93	37,662.15
43 Maintenance & Equip	8,500.00	1,122.58	-	7,377.42	13%		4,971.78	70,894.51
44 Developer Expense (Reimbursable)	520,000.00	313,593.28	216,368.27	(9,961.55)	60%		324,186.51	537,687.55
45 Finance/Late Fees	198.00	79.72	-	118.28	40%			
46 Miscellaneous	5,500.00	-	46.50	5,453.50	0%		1,107.96	4,556.25
Total	15,125,343.00	6,004,639.03	2,117,629.38	7,057,966.80	40%	Spent	5,026,920.30	4,636,136.71

	Actuals	Change	
FY22 Mid Year Actuals	4,636,136.71		
FY23 Mid Year Actuals	5,026,920.30	390,783.59	8% Inc from PY
FY24 Mid Year Actuals	6,004,639.03	977,718.73	19% Inc from PY

Table 5:
 Marina Coast Water District
 Capital Equipment
 as of 12/31/23

<u>Capital Equipment</u>	<u>Budget</u>	<u>FY24 YTD Expense as of 12/3/23</u>	<u>Balance</u>
Vehicles	246,500.00	126,235.00	120,265.00
O&M Equipment	307,900.00	363,508.00	(55,608.00)
Total	554,400.00	489,743.00	64,657.00
		88%	Spent

Table 6:
Marina Coast Water District
Capital Improvement Projects
as of 12/31/23

Funding Source	CIP No.	Project Name	Amended Budget	FY24 YTD Expense	Encumbrance	Balance
2019 Bond	GW-0112	A1/A2 TANK B/C BSTR	4,681,758.00	628,075.22		4,053,682.78
	MW-0302	CRESCENT AVE COE	1,260.00	-		1,260.00
	OW-0193	IMJIN PARKWAY PIPELINE	49,896.00			49,896.00
Bldg Removal Fund	OW-2401	FORA BLIGHT REMOVAL	500,000.00	3,000.00		497,000.00
	OW-2402	OWTP BLDG REMOVAL FORA	470,000.00	-		470,000.00
Capacity Fee	GW-0123	B2 ZONE TANK	150,000.00	413.60	1,318.35	148,268.05
	GW-2403	RDP - COMPR DESAL IMP	100,000.00	10,849.99	13,883.34	75,266.67
	GW-2404	RDP RES RD DESAL PLANT	500,000.00	25,763.04	27,766.66	446,470.30
	MS-2401	TATE PARK LIFT STATION	550,000.00	-		550,000.00
	OS-0348	ODOR CONTROL PROGRAM	200,000.00	-		200,000.00
	OW-0340	MCCLURE RD WATER PIPEL	300,000.00	-		300,000.00
	OW-0341	COE AVE WATER PIPELINE	350,000.00	-		350,000.00
	RW-2401	ATW IRRIGATION CONNECT	50,000.00	-		50,000.00
WD-2404	SECURITY ACCESS IMPROV	300,000.00	-		300,000.00	
Capital Replacement	GS-2401	LS WETWELL LINING PROG	100,000.00	-		100,000.00
	GS-2402	LS IMPROVEMENTS PROG	109,019.61	-		109,019.61
	GW-0378	WELL 12	-	2,045.00		(2,045.00)
	GW-2401	INTER-GARRISON RD PIPE	200,000.00	3,432.00	62,741.00	133,827.00
	GW-2402	BOOSTER PUMPING STATIO	150,000.00	-		150,000.00
	GW-2405	WELL REHABILITATION PR	225,000.00	-		225,000.00
	GW-2406	FIRE HYDRANT REPLACMNT	50,000.00	-		50,000.00
	OS-0210	1ST AVE GRAVITY MAIN	350,000.00	-		350,000.00
	OS-2305	MANHOLE REHAB LGHTFTR	150,000.00	-		150,000.00
	OS-2306	DEL MONTE SEWER PIPE	39,500.00	-		39,500.00
	OW-0201	GIGLING TRANSM MAIN	100,000.00	-		100,000.00
	OW-0306	D-ZONE BST PUMP RPLCMT	100,000.00	21,000.00		79,000.00
	WD-2308	SCADA IMPROVEMENTS	425,000.00	109,236.51		315,763.49
	WD-2309	PIPELINE REPLACEMENT	275,000.00	-		275,000.00
	WD-2403	PLC REPLACEMENT PROJEC	225,000.00	-		225,000.00
		FLYGT PUMP REPLACEMENT	251,480.39	72,992.11	178,488.28	-
Grant	GA-2401	INDIRECT POTABLE REUSE	7,400,000.00	-		7,400,000.00
	GW-2310	CASTROVILLE PIPELINE	7,800,000.00	1,141.63		7,798,858.37
GSA Fund	GA-2402	INSTALL MONITORING WEL	750,000.00	-		750,000.00
New Bond	GW-0112	A1/A2 TANK B/C BSTR	579,000.00	-		579,000.00
	WD-2308	SCADA IMPROVEMENTS	449,000.00	75,635.57		373,364.43
	WD-2401	IOP B SIDE IMPRV PROJ	1,000,000.00	8,271.70	15,485.69	976,242.61
	WD-2402	NEW CORP YARD	5,400,000.00	-		5,400,000.00
	WD-2405	SOLAR ARRAY	4,000,000.00	17,145.00		3,982,855.00
		TOTAL	38,330,914.00	979,001.37	299,683.32	37,052,229.31

Adjustments:	Amended Budget	FY24 YTD Total	Encumbrance	Balance
Less: Grant Funds	(15,200,000.00)			
Adjusted Total	23,130,914.00	979,001.37	299,683.32	21,852,229.31

4% Spent

**Table 7:
Marina Coast Water District
Historical Investment Summary
as of 12/31/23**

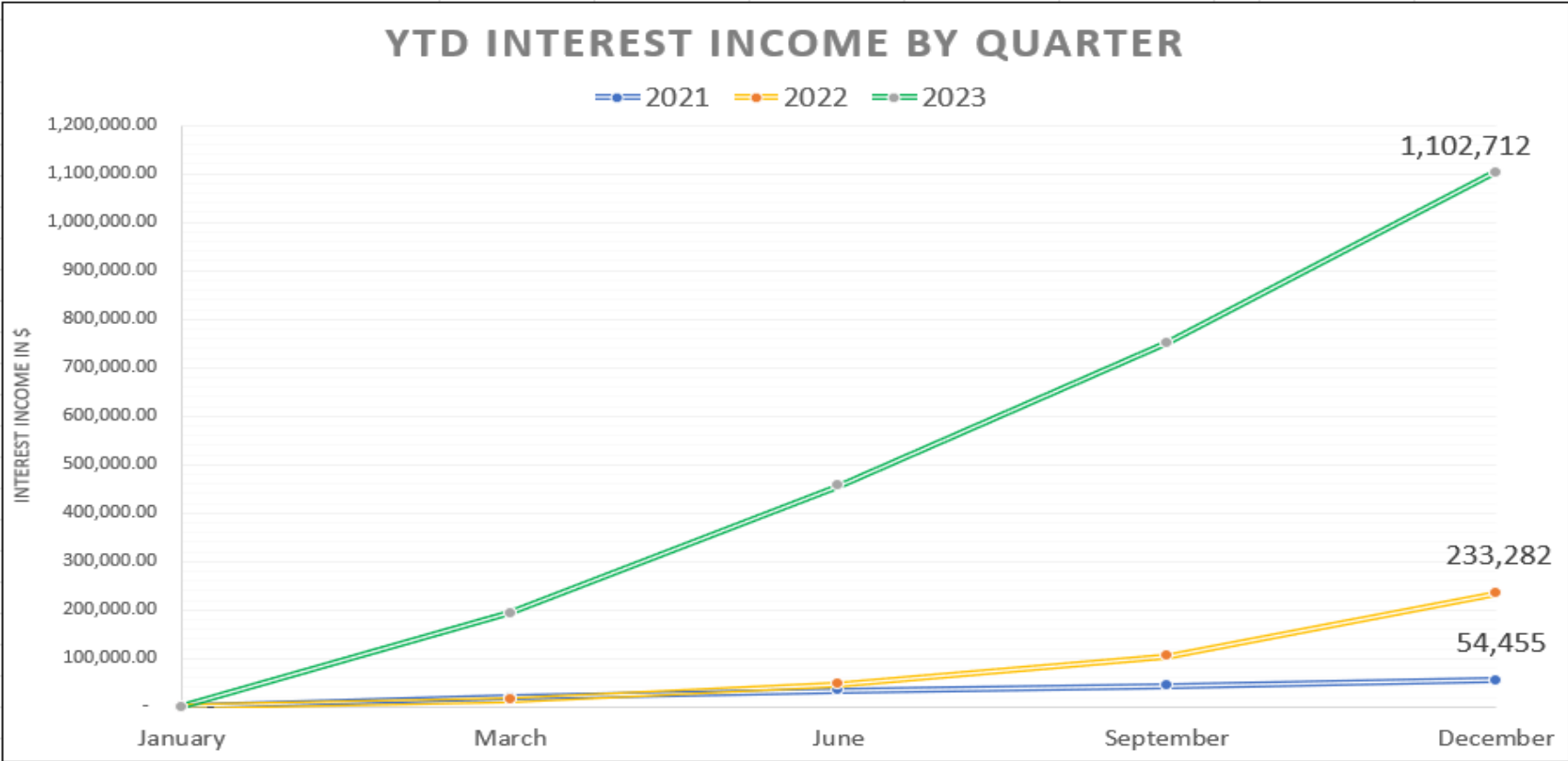
DEPOSITORY	YTD			YTD			YTD			
	BALANCE AS OF 12/31/21	YTD INTEREST 12/31/21	RATE	BALANCE AS OF 12/31/22	YTD INTEREST 12/31/22	RATE	BALANCE AS OF 12/31/23	YTD INTEREST 12/31/23	MATURITY DATE	RATE
Mechanics Bank										
General Checking	2,201,599	-		1,499,758	-		2,638,565	-		
Checking - RUWAP LOC Proceeds	4,380	-		4,117	-		-	-		
Savings/MMK	1,075,214	272	0.04%	8,107,297	32,084	2.78%	12,352,434	326,547		4.86%
Restricted Money Market (MMK)	1,081,402	1,621	0.15%	1,087,431	6,029	2.78%	1,132,302	44,870		4.86%
Savings - Bldg. Removal Fund	978,060	293	0.03%	981,667	3,608	2.78%	1,019,059	37,392		4.86%
Certificate of Deposit	-	-		-	-		-	8,822	6/14/23	3.50%
Certificate of Deposit	-	-		-	-		-	17,644	9/14/23	3.50%
Certificate of Deposit	-	-		-	-		5,000,000	145,397	1/26/24	4.35%
Certificate of Deposit	-	-		-	-		3,000,000	59,342	2/2/24	4.75%
Certificate of Deposit	-	-		-	-		2,000,000	9,041	5/29/24	5.00%
PNC Bank										
General Checking	-	-		-	-		2,047,516	-		
Certificate of Deposit	-	-		-	-		-	34,032	7/21/23	4.55%
Certificate of Deposit	-	-		-	-		-	45,123	10/21/23	4.50%
Chase Bank										
Savings	-	-		-	-		-	16		0.00%
State Local Agency Investment Fund (LAIF)	16,898,967	52,269	0.23%	17,011,388	191,560	2.07%	10,381,957	374,486		3.59%
Total Investment	22,239,622	54,455	0.11%	28,691,658	233,281	2.60%	39,571,833	1,102,712		4.03%
YTD Change in Ending Balance				6,452,036	328%		10,880,175	373%		

* Report is based on calendar year

** LAIF interest is posted the month following the quarter end

*** CD interests are posted on the maturity date

**** For all other investments, interest earned is already included in YTD balances



<u>Interest Income</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Q1	18,977	13,903	193,290
Q2	14,283	32,268	262,412
Q3	10,875	58,380	295,927
Q4	10,320	128,731	351,083
Total Interest	54,455	233,282	1,102,712

Table 8:
MARINA COAST WATER DISTRICT
Reserve Detail
as of 12/31/23

	MARINA WATER	MARINA SEWER	ORD WATER	ORD SEWER	RECYCLED WATER	GSA	TOTAL
RESTRICTED RESERVES							
Debt Service - RUWAP							
LAIF - Debt Service					233,227.00		233,227.00
Capacity Fee Reserve							
CD			3,000,000.00		2,500,000.00		5,500,000.00
Mechanics Bank	-	-		1,132,302.00	5,128,133.00	-	6,260,435.00
LAIF	832,630.00	144,520.00	1,939,350.00	2,074,677.00	-	-	4,991,177.00
Total Capacity Fee Reserve	832,630.00	144,520.00	4,939,350.00	3,206,979.00	7,628,133.00	-	16,751,612.00
TOTAL RESTRICTED RESERVES	832,630.00	144,520.00	4,939,350.00	3,206,979.00	7,861,360.00	-	16,984,839.00
DESIGNATED RESERVES							
Capital Replacement & Impvt Reserve							
LAIF	1,611,112.00	344,936.00	278,929.00	467.00	-	-	2,235,444.00
Mechanics - Bldg Removal Fund	-	-	1,019,059.00	-	-	-	1,019,059.00
Total Capital Replacement & Impvt Reserve	1,611,112.00	344,936.00	1,297,988.00	467.00	-	-	3,254,503.00
General Fund/Operating Reserves							
LAIF	1,005,693.00	238,719.00	1,526,505.00	151,193.00			2,922,110.00
Mechanics Bank - Checking	8,011,175.00	4,389,646.00	(7,884,248.00)	10,732,989.00	(11,509,300.00)	(1,101,699.00)	2,638,563.00
Mechanics Bank - Money Market	786,693.00	75,974.00	2,870,011.00	3,365,921.00	125,703.00		7,224,302.00
PNC - Checking			2,047,516.00				2,047,516.00
CD	2,500,000.00	-	-	2,000,000.00	-	-	4,500,000.00
Total General Fund/Operating Reserve	12,303,561.00	4,704,339.00	(1,440,216.00)	16,250,103.00	(11,383,597.00)	(1,101,699.00)	19,332,491.00
TOTAL DESIGNATED RESERVES	13,914,673.00	5,049,275.00	(142,228.00)	16,250,570.00	(11,383,597.00)	(1,101,699.00)	22,586,994.00
TOTAL DISTRICT RESERVES	14,747,303.00	5,193,795.00	4,797,122.00	19,457,549.00	(3,522,237.00)	(1,101,699.00)	39,571,833.00