



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

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DIRECTORS

JAN SHRINER
President

THOMAS P. MOORE
Vice President

HERBERT CORTEZ
GAIL MORTON
MATT ZEFFERMAN

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**

Monday, September 20, 2021, 6:30 p.m. PST

Due to Governor Newsom's Executive Order N-29-20 and recommendations on protocols to contain the spread of COVID-19, staff and Board members will be attending the September 20, 2021 meeting remotely from various locations and the meeting will be held via Zoom conference. There will be NO physical location of the meeting. The public is strongly encouraged to use the Zoom app for best reception.

There may be limited opportunity to provide verbal comments during the meeting. 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 can also be submitted in writing to Paula Riso at priso@mcwd.org by 9:00 am on Monday, September 20, 2021; 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/85709739762?pwd=dGIBeHM5Mm8vWIFXYXAzUjRSVjAyQT09>

Passcode: 637621

To participate via phone: 1-669-900-9128; Meeting ID: 857 0973 9762 Passcode: 637621

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

1. Call to Order

2. Roll Call

3. 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.*

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, Marina. The agenda shall also be posted at the following locations, but those locations are not official agenda posting locations for purposes of section 54954.2(a)(1): City of Marina Council Chambers. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Wednesday, September 15, 2021. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5910

4. Closed Session

- A. Pursuant to Government Code 54956.9
Conference with Legal Counsel – Existing Litigation
 - 1) 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)

7:00 p.m. Reconvene Open Session

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.*

8. Presentation

- A. [Introducing Jigar Shah, P.E., as the District's New District Engineer](#)
(Page 1)
- B. [Adopt Resolution No. 2021-46 Recognizing Travis Martens, Meter Reader, for 5 Years of Service to the Marina Coast Water District](#)
(Page 2)
- C. [Receive a Presentation from Brian Haus, Ph.D., Department of Ocean Sciences, Rosenstiel School of Marine and Atmospheric Science on their Collaboration with the Naval Postgraduate School Focused on Improving Environmental Forecasts in Monterey Bay](#)
(Page 6)

9. [Consent Calendar](#)

- A. [Receive and File the Check Register for the Month of August 2021](#)
(Page 8)
- B. [Approve the Draft Minutes of the Special Joint Board/GSA Meeting of August 14, 2021](#)
(Page 16)
- C. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of August 16, 2021](#)
(Page 20)

[D. Adopt Resolution No. 2021-47 to Amend the FY 2021-2022 Budget for the Unbudgeted Purchase of a Replacement Booster Pump for Marina Booster Station by Utilizing Marina Water Capital Replacement and Improvement Reserve Funds](#)

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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. 2021-48 for the Purchase of Four Replacement Standby Generators for the District's Sewer Lift Stations from Quinn Cat](#)

(Page 32)

B. [Adopt Resolution No. 2021-49 to Approve an Agreement with the City of Marina for Rehabilitation of City Streets](#)

(Page 64)

11. Staff Report

A. [Receive an Update on the Fiscal Impacts to the District due to Covid-19](#)

(Page 82)

12. 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. Counsel's Report

C. Committee and Board Liaison Reports

- | | |
|-----------------------------------|------------------------------------|
| 1. Water Conservation Commission | 6. M1W Board Member Liaison |
| 2. Joint City-District Committee | 7. LAFCO Liaison |
| 3. Executive Committee | 8. JPIA Liaison |
| 4. Community Outreach Committee | 9. Special Districts Association |
| 5. Budget and Personnel Committee | 10. MCWD/SVBGSA Steering Committee |

13. [Director Correspondence](#)

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14. Board Member Requests for Future Agenda Items

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

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

Regular Meeting: Monday, October 18, 2021, 6:30 p.m.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-A

Meeting Date: September 20, 2021

Prepared By: Rose Gill

Approved By: Remleh Scherzinger

Agenda Title: Introducing Jigar Shah, P.E., as the District's New District Engineer

Staff Recommendation: The Board of Directors meet the newest member of the District's management personnel.

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

Discussion/Analysis: Jigar is a registered civil engineer with the State of California. He has an M.S., from California State University Sacramento, Sacramento, California, and a B.S., California Polytechnic State University, San Luis Obispo, California.

He has more than 22 years of experience in technical analysis and managing various phases of planning, design and construction management for new and existing wet utility infrastructure projects. His experience is primarily in rehabilitation and replacement projects, pipeline and pump station design, tank and reservoirs design, trenchless technology, and construction management. In addition, his experience includes master planning, project management, hydraulic analysis, permitting, planning and design, cost estimating, and bid documents. He also serves as a Resident Engineer for sewer, storm drain and water conveyance facility projects. Many of his projects have included significant trenchless technology components such as Horizontal Directional Drilling (HDD), Auger Bore and Jack (BJ), Pilot Tubing (PT), and Microtunneling (MTBM). Jigar has extensive background in sewer collection system and rehabilitation, construction inspection and review, pipeline design and project management.

Please welcome Jigar Shah as a great addition to the District's engineering team.

Environmental Review Compliance: None required.

Other Considerations: None.

Material Included for Information/Consideration: None.

Action Required: _____Resolution _____Motion _____Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-B

Meeting Date: September 20, 2021

Submitted By: Kelly Cadiente
Presented By: Barbara Montanti

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2021-46 Recognizing Travis Martens, Meter Reader, for 5 Years of Service to the Marina Coast Water District

Staff Recommendation: The Board adopts Resolution No. 2021-46 recognizing Travis Martens, Meter Reader, and awarding a gift certificate for 5 years of service to the Marina Coast Water District.

Background: *Strategic Plan, Strategic Element 5.0 – Our objective is to recruit and maintain a highly qualified, diverse, and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service.*

Discussion/Analysis: Travis Martens joined the District on September 12, 2016, as a Meter Reader. He is a great team player and is always willing to help in all areas of Customer Service. During his tenure, Travis has trained another meter readers and continues to offer his support whenever it is needed. His collaboration with his Supervisor on maintaining the District's new housing development meter inventory and the ongoing register (over 1400) change-out program has been key to staying on top of developer needs and ensuring accurate and timely readings for billing.

His outstanding and upbeat attitude, high-quality interaction with customers and staff, often going the "extra mile" to provide exceptional service has proven Travis to be a real asset to the District especially during the COVID-19 pandemic. Travis has received multiple customer recognitions for exceptional customer service.

It is with great pleasure that we recognize Travis Martens' 5 years of service to the Marina Coast Water District. We collectively thank him for his years of service and wish him well in his continued service to the District.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: Hospitality & Awards account numbers of all four cost centers.

Material Included for Information/Consideration: Resolution No. 2021-46.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

September 20, 2021

Resolution No. 2021-46
Resolution of the Board of Directors
Marina Coast Water District
In Recognition of Travis Martens for 5 Years
of Service to the Marina Coast Water District

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 20, 2021, via videoconference pursuant to Gov. Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Travis Martens joined the District on September 12, 2016, as a Meter Reader; and,

WHEREAS, Travis is a great team player and is always willing to help in all areas of Customer Service including training another meter reader and providing continued support whenever it is needed; and,

WHEREAS, his collaboration with his Supervisor on maintaining the District’s new housing development meter inventory and the ongoing register (over 1400) change-out program has been key to staying on top of developer needs and ensuring accurate and timely readings for billing; and,

WHEREAS, his outstanding and upbeat attitude, high-quality interaction with customers and staff, often going the “extra mile” to provide exceptional service has proven Travis to be a real asset to the District especially during the COVID-19 pandemic.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby express its gratitude and recognizes Travis Martens’ five years of service to the Marina Coast Water District and wishes him well in his continued service with the District.

PASSED AND ADOPTED on September 20, 2021, 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 _____

Jan Shriner, 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. 2021-46 adopted September 20, 2021.

Remleh Scherzinger, Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-C

Meeting Date: September 20, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Receive a Presentation from Brian Haus, Ph.D., Department of Ocean Sciences, Rosenstiel School of Marine and Atmospheric Science on their Collaboration with the Naval Postgraduate School Focused on Improving Environmental Forecasts in Monterey Bay

Staff Recommendation: The Board of Directors receive a presentation from Mr. Haus, Department of Ocean Sciences, Rosenstiel School of Marine and Atmospheric Science.

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

Discussion/Analysis: Mr. Haus and his team contacted the District several years ago to discuss the possibility of using the District’s Reservation Road property as a temporary site to set up equipment to measure atmospheric and oceanographic parameters in the Monterey Bay. Due to financial and COVID restraints, the experiment was delayed until this year. In February 2021, they reached out again, and we worked together to provide them the space and ability to run their experiment. They were able to set up their equipment and collect data from mid-July to mid-August.

Environmental Review Compliance: None required.

Other Considerations: None.

Material Included for Information/Consideration: None.

Action Required: _____Resolution X Motion X Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9

Meeting Date: September 20, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Consent Calendar

Staff Recommendation: The Board of Directors approve the Consent Calendar as presented.

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

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of August 2021
- B) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of August 14, 2021
- C) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of August 16, 2021
- D) Adopt Resolution No. 2021-47 to Amend the FY 2021-2022 Budget for the Unbudgeted Purchase of a Replacement Booster Pump for Marina Booster Station by Utilizing Marina Water Capital Replacement and Improvement Reserve Funds

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

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 August 2021; draft minutes of August 14, 2021; draft minutes of August 16, 2021; Resolution No. 2021-47; and, pump quote.

Action Required: _____Resolution X Motion _____Review
(Roll call vote is required.)

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: September 20, 2021

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: Receive and File the Check Register for the Month of August 2021

Staff Recommendation: The Board of Directors receive and file the August 2021 expenditures totaling \$1,859,958.83.

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 August 2021 and the Board is requested to receive and file the check register.

Environmental Review Compliance: None required.

Financial Impact: Yes 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: August 2021 Summary Check Register.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

AUGUST 2021 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
08/04/2021	Wire	Friedman & Springwater LLP	26,086.50
08/04/2021	70891-70942	Check Register	685,306.75
08/12/2021	70943-70977	Check Register	229,363.36
08/19/2021	70978-71005	Check Register	124,501.65
08/23/2021	71006	Check Register	1,500.00
08/27/2021	71007-71034	Check Register	196,815.61
08/06/2021	ACH	CalPERS	26,622.46
08/06/2021	ACH	Internal Revenue Service	46,937.42
08/06/2021	ACH	MassMutual Retirement Services, LLC	11,714.22
08/06/2021	ACH	State of California - EDD	10,757.99
08/06/2021	501174-501175	Payroll Checks and Direct Deposit	110,828.61
08/06/2021	501176-501177	Check Register	1,595.01
08/12/2021	501178-501190	Check Register	89,996.04
08/20/2021	ACH	CalPERS	27,019.28
08/20/2021	ACH	Internal Revenue Service	46,512.66
08/20/2021	ACH	MassMutual Retirement Services, LLC	11,814.22
08/20/2021	ACH	State of California - EDD	10,558.44
08/20/2021	501191-501194	Payroll Checks and Direct Deposit	111,934.22
08/20/2021	501195	Check Register	818.01
08/25/2021	ACH	CalPERS	700.00
08/26/2021	501196-501203	Check Register	88,576.38
TOTAL DISBURSEMENTS			<u>1,859,958.83</u>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
Wire	07/07/2021	08/04/2021	Friedman & Springwater LLP	Legal Fees - MCWD v CPUC, RPD Superior Court Damages Cases, CEMEX Litigation 06/2021	26,086.50
70891	06/30/2021	08/04/2021	City of Marina	Franchise Tax Fee 04/2021 - 06/2021	38,542.20
70892	06/28/2021	08/04/2021	Home Depot Credit Services	Drill, Impact Wrench, Grinder, Grease Gun, 20 ft Ladder, General Supplies	6,302.82
70893	06/03/2021	08/04/2021	Monterey Peninsula Engineering	RUWAP Distribution System - Construction Pmt #10	305,562.53
70894	07/18/2021	08/04/2021	Verizon Wireless	Cell Phone Service 07/2021	1,597.63
70895	07/12/2021	08/04/2021	Harris & Associates	Inspection Services - RUWAP Distribution, Construction Management - Imjin LS, Developers (Lower Stilwell, Dunes 2 East, Wathen-Castanos Homes, Hampton Inn), General Services	106,836.55
70896	07/19/2021	08/04/2021	Johnson Controls Security Solutions LLC	Ord Service Alarm 08/2021 - 07/2022, Alarm Installation Fee - IOP Office	2,904.14
70897	07/08/2021	08/04/2021	Cypress Coast Ford	AC Repair - Vehicle #1101, Brake Inspection - Vehicle #1239	1,184.63
70898	06/30/2021	08/04/2021	DataProse, LLC	Customer Billing Statements 06/2021	4,503.54
70899	07/19/2021	08/04/2021	M&M Backflow & Meter Maintenance	Backflow General Tester Course	3,000.00
70900	07/12/2021	08/04/2021	Fastenal Industrial & Construction Supplies	General Supplies	70.27
70901	06/30/2021	08/04/2021	The Paul Davis Partnership, LLP	Conceptual Design Phase - IOP	890.00
70902	07/28/2021	08/04/2021	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	104.83
70903	07/19/2021	08/04/2021	Val's Plumbing & Heating, Inc.	Toilet Repair - IOP Office	1,098.20
70904	06/30/2021	08/04/2021	Star Sanitation LLC	Mobile Restroom Rental - Beach Office	71.01
70905	07/18/2021	08/04/2021	MUFG Union Bank, N.A.	2015 Bond Administration Fee 07/2021 - 06/2022	2,155.00
70906	07/27/2021	08/04/2021	Green Rubber-Kennedy AG, LP	General Supplies	29.24
70907	07/12/2021	08/04/2021	Las Animas Concrete, LLC	General Supplies	109.25
70908	07/12/2021	08/04/2021	Marina Tire & Auto Repair	Oil Change - Vehicle #1239	75.00
70909	07/13/2021	08/04/2021	Richards, Watson & Gershon	Legal Fees - Opp to Cal AM Asserted Water Rights to CEMEX Prop, Regional Project Litigation 06/2021	23,301.14
70910	07/23/2021	08/04/2021	U.S. Bank National Association	IOP Office Copier Lease 08/2021	287.34
70911	07/20/2021	08/04/2021	Remy Moose Manley, LLP	Legal Fees - Desalination Plan/ MPWSP, CPUC, H2O 06/2021	42,792.45
70912	08/03/2021	08/04/2021	Monterey Bay Technologies, Inc.	(50) Microsoft Office 365 Licenses, (3) Microsoft Office 365 Visio Pro, (15) Microsoft Office 365 Advanced Threat Protection, (13) Microsoft Office 365 Business Essentials, (15) Adobe Acrobat Pro - Government Licenses, IT Support Services 08/2021	18,372.51
70913	07/30/2021	08/04/2021	ICONIX Waterworks (US), Inc.	(1) 16" and (2) 18" Butterfly Valves - Deluge on Reservation Rd; Concrete Box, 10" Concrete Extension, Water Reader Lid - Olsen Elementary; General Supplies	9,187.95
70914	06/25/2021	08/04/2021	Griffith, Masuda & Hobbs	Legal Fees - Campus Town, City of Seaside, CSUMB, GSA (Local Coastal Development Permit, City of Marina vs. CEMEX, Groundwater, PWM Expansion, UWMP, Water Issues), Groundwater Replenishment Project, Seaside Basin Watermaster, Infrastructure Agreement Template, Procurement, Shea Homes, State Parks, Developers (Enclave at Cypress Grove, Marina Station), General Matters 05/2021	38,567.74

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
70915	07/12/2021	08/04/2021	Aleshire & Wynder, LLP	Legal Fees - Opinion for Bay View Community vs. MCWD 05/2021 - 06/2021	11,361.50
70916	07/22/2021	08/04/2021	AT&T	Phone and Alarm Line Services 07/2021	116.47
70917	07/01/2021	08/04/2021	Conservation Rebate Program	3201 Melanie Rd - Toilet Rebate	75.00
70918	07/08/2021	08/04/2021	R&W Concrete Contractors, Inc.	Polyurethane Crack Repair - Sand Tank	3,500.00
70919	07/13/2021	08/04/2021	Conservation Rebate Program	Schoonover Park - (274) Toilet Rebates	34,250.00
70920	07/25/2021	08/04/2021	WEX Bank	Fleet Gasoline	3,256.74
70921	06/30/2021	08/04/2021	Allstar Painting & Maintenance, Inc.	Painting Services - Beach Office	1,000.00
70922	07/06/2021	08/04/2021	Conservation Rebate Program	184 Bataan Rd - Washer Rebate	150.00
70923	07/06/2021	08/04/2021	Conservation Rebate Program	305 Nijmegen Rd - Washer Rebate	100.00
70924	07/06/2021	08/04/2021	Conservation Rebate Program	155 Dolphin Cir - Landscape Rebate	200.00
70925	07/13/2021	08/04/2021	Conservation Rebate Program	18314 Steedman St - Washer Rebate	100.00
70926	07/13/2021	08/04/2021	Conservation Rebate Program	3054 Bostick Ave - Washer Rebate	100.00
70927	07/12/2021	08/04/2021	Conservation Rebate Program	3182 Melanie Rd - Hot Water Recirculation Pump Rebate	199.00
70928	08/02/2021	08/04/2021	Regents of the University of California	Plan Review/ Encroachment Permit - UCMBEST	5,000.00
70929	06/30/2021	08/04/2021	City of Seaside	City Utility Tax 04/2021 - 06/2021	17,762.02
70930	07/27/2021	08/04/2021	Customer Service Refund	Refund Check - 143 Silverwood Pl	28.79
70931	07/27/2021	08/04/2021	Customer Service Refund	Refund Check - 3053 Phillip Cir	6.43
70932	07/27/2021	08/04/2021	Customer Service Refund	Refund Check - 3063 California Ave	13.42
70933	07/27/2021	08/04/2021	Customer Service Refund	Refund Check - 21894 Ord Ave	35.00
70934	07/27/2021	08/04/2021	Customer Service Refund	Refund Check - 14946 Breckinridge Ave	13.87
70935	07/27/2021	08/04/2021	Customer Service Refund	Refund Check - 15050 Breckinridge Ave	193.60
70936	07/27/2021	08/04/2021	Customer Service Refund	Refund Check - 3003 Independence Ave	90.52
70937	07/27/2021	08/04/2021	Customer Service Refund	Refund Check - 243 9th St	35.00
70938	07/27/2021	08/04/2021	Customer Service Refund	Refund Check - 391 Ocean View Ct	87.08
70939	07/27/2021	08/04/2021	Customer Service Refund	Refund Check - 3093 Crescent Ave	35.00
70940	07/27/2021	08/04/2021	Customer Service Refund	Refund Check - 2719 Parkview Way	23.51
70941	07/27/2021	08/04/2021	Customer Service Refund	Refund Check - 3110 Bayer St	21.49
70942	07/27/2021	08/04/2021	Customer Service Refund	Refund Check - 14861 Kit Carson Dr	6.34
70943	07/30/2021	08/12/2021	Insight Planners	Web Development/ Maintenance and Hosting 07/2021	1,259.00
70944	07/08/2021	08/12/2021	Denise Duffy & Associates, Inc.	Post-Construction Biological & Non-Biological Monitoring	1,246.50
70945	07/19/2021	08/12/2021	Grainger	(14) Safety Vests	349.19
70946	06/30/2021	08/12/2021	Schaaf & Wheeler	Construction Meetings, RFI's, Review Submittal - Ord Village LS FM Improvements; Prepare Draft Plan Report - 2020 UWMP; Review Bids, Prepare Plans/ Specs - Intermediate Reservoir Recoating; Draft Updated Alignment/ Details - Gigling LS/ Force Main; Site Visit Checklists, Site Visits, Compiling Results - Risk & Resilience; Developer (Dunes 2 East)	28,592.99
70947	07/20/2021	08/12/2021	Underground Service Alert	2021-2022 Membership Fee	1,206.59
70948	07/20/2021	08/12/2021	3T Equipment Company, Inc.	(17) 'T' Handle Manhole Hooks	2,189.52
70949	07/22/2021	08/12/2021	Monterey Bay Analytical Services	Laboratory Testing	2,900.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
70950	07/31/2021	08/12/2021	Monterey One Water	Sewer Treatment Charge 07/2021 - 08/2021	243.89
70951	07/14/2021	08/12/2021	HD Supply Facilities Maintenance LTD	General Supplies	159.80
70952	07/14/2021	08/12/2021	Carollo Engineers, Inc.	Construction Meetings, Submittal Review, Design Clarifications - RUWAP	20,752.10
70953	07/20/2021	08/12/2021	American Supply Company	Janitorial Supplies	214.02
70954	07/21/2021	08/12/2021	Val's Plumbing & Heating, Inc.	HVAC Repair - BLM	242.87
70955	06/30/2021	08/12/2021	Calcon Systems, Inc.	HMI Installation - (21) Locations; Programming Changes - Well 34; Chlorine Flow Meter PLC Programming - Wells 10 and 11, Intermediate Reservoir; Integration of Marina Pump Station; Troubleshoot Radio Communications - Intermediate Reservoir; Flow Meter Installation and Integration - Intertie 1, Wells 10 and 11	43,198.38
70956	07/22/2021	08/12/2021	Conservation Rebate Program	234 Michelle Ct - Landscape Rebate	702.00
70957	08/09/2021	08/12/2021	Daijohs USA	Coffee Supplies	174.24
70958	07/20/2021	08/12/2021	Firestar Ltd.	General Supplies	456.58
70959	07/02/2021	08/12/2021	Sherwin-Williams Co.	Paint - Beach Office	269.08
70960	08/02/2021	08/12/2021	Green Rubber-Kennedy AG, LP	Gauge Guard - Wells 10 and 11	490.90
70961	06/07/2021	08/12/2021	GSE Construction Co., Inc.	Imjin LS Improvements - Construction Pmt #7	1,305.11
70962	08/10/2021	08/12/2021	Monterey Bay Technologies, Inc.	Dell XPS 17 Laptop with Docking Station/ Keyboard - GM	3,520.48
70963	07/20/2021	08/12/2021	Eurofins Eaton Analytical, LLC	Laboratory Testing	175.00
70964	07/07/2021	08/12/2021	Griffith, Masuda & Hobbs	Legal Fees - City of Marina, CSUMB, GSA (Local Coastal Development Permit, City of Marina vs. CEMEX, Groundwater, PWM Expansion, UWMP), District Property, MPWMD, Developers (Campus Town, Joby Aviation), General Matters 06/2021	29,642.20
70965	08/06/2021	08/12/2021	TIAA Commercial Finance, Inc.	(3) Office Copiers, eCopy ScanStation Leases 08/2021	422.04
70966	07/30/2021	08/12/2021	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 07/2021	372.75
70967	07/22/2021	08/12/2021	Conservation Rebate Program	169 Pebble Pl - Hot Water Recirculation Pump Rebate	250.00
70968	08/01/2021	08/12/2021	Pure Janitorial, LLC	Janitorial Service - MCWD, BLM Offices 07/2021	5,000.00
70969	07/14/2021	08/12/2021	EKI Environment & Water, Inc.	Groundwater Sustainability Planning Study, Monterey Subbasin Groundwater Sustainability Plan Prop 68, Seawater Intrusion Working Group and Associated Analyses	50,230.18
70970	07/22/2021	08/12/2021	Conservation Rebate Program	17723 Reynolds St - Washer Rebate	150.00
70971	07/31/2021	08/12/2021	Cintas Corporation No. 630	Uniforms, Towels, Rugs 07/2021	628.81
70972	08/01/2021	08/12/2021	Verizon Connect NWF, Inc.	GPS Service - (2) Meter Reader Trucks 07/2021	38.00
70973	07/22/2021	08/12/2021	Conservation Rebate Program	286 Young Cir - Landscape Rebate	580.00
70974	07/16/2021	08/12/2021	Psomas	Construction Management/ Inspections - Ord Village LS FM Improvements, A1/A2 Tanks B/C Booster; Developer (Seaside Senior Living Project)	28,294.64
70975	07/22/2021	08/12/2021	Conservation Rebate Program	155 Dolphin Cir - Landscape Rebate	826.50
70976	08/05/2021	08/12/2021	Ahmed Al Asadi	Capacity Fee Return - 150 Lakewood Dr	233.00
70977	08/02/2021	08/12/2021	Bartle Wells Associates	Capacity Fee Study	3,047.00
70978	07/31/2021	08/19/2021	Ace Hardware of Watsonville, Inc.	General Supplies	641.74

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
70979	08/06/2021	08/19/2021	PG&E	Gas and Electric Service 07/2021	95,301.20
70980	07/27/2021	08/19/2021	Grainger	General Supplies	59.05
70981	07/27/2021	08/19/2021	Area Communications	Answering Service 06/30 - 07/27	164.00
70982	06/30/2021	08/19/2021	Schaaf & Wheeler	Construction Meetings, Respond to RFI's, Review Submittals - Ord Village LS; Prepare and Submit Draft Plan Report - 2020 UWMP; Kick-Off Meeting, Review Bid Submittals - Intermediate Reservoir Recoating; Prepare 100% Plans/ Specs - Gigling LS FM; Review Submittals - Ord Village LS, Prepare Compiled Risk Report - Risk Resilience; Developers (University Villages 1 and 2)	20,163.00
70983	08/02/2021	08/19/2021	MBS Business Systems	Copier Lease Payoff and Return Shipping Fees	350.00
70984	07/31/2021	08/19/2021	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fee - Welding Supplies	12.90
70985	06/29/2021	08/19/2021	Valley Saw and Garden Equipment	Powergrit Chain, 16" Powergrit Bar, Drive Sprocket - ICS Saw	1,178.97
70986	08/05/2021	08/19/2021	Orkin Franchise 925	BLM/ IOP Pest Control 08/2021	191.00
70987	06/30/2021	08/19/2021	Core & Main LP	General Supplies	163.04
70988	07/28/2021	08/19/2021	Integrity Print & Design LLC	(250) Business Cards - Engineering Tech	44.79
70989	07/31/2021	08/19/2021	ECAM Secure	Monthly Security Fees - Ord Waste Water Treatment Facility	1,218.50
70990	07/24/2021	08/19/2021	Voyager Fleet Systems, Inc.	Fleet Gasoline	1,539.33
70991	07/29/2021	08/19/2021	Las Animas Concrete, LLC	(6) Large Concrete Blocks - O&M	163.88
70992	08/16/2021	08/19/2021	Employee Reimbursement	Air Purifier - IOP Office	294.98
70993	07/31/2021	08/19/2021	Peninsula Messenger LLC	Courier Service 08/2021	171.00
70994	07/31/2021	08/19/2021	Iron Mountain, Inc.	Shredding Service 07/2021	375.20
70995	07/28/2021	08/19/2021	AT&T	Phone and Alarm Line Services 07/2021	107.69
70996	08/01/2021	08/19/2021	Simpler Systems, Inc.	UB Datapp Maintenance 08/2021	500.00
70997	07/30/2021	08/19/2021	Johnson Electronics	BLM Fire Alarm Monitoring 07/2021 - 09/2021	84.00
70998	07/27/2021	08/19/2021	Conservation Rebate Program	3250 Fitzgerald Cir - Washer Rebate	150.00
70999	07/27/2021	08/19/2021	Conservation Rebate Program	483 Lewis Pl - Washer Rebate	150.00
71000	07/27/2021	08/19/2021	Conservation Rebate Program	238 Michelle Ct - (2) Toilet Rebates	150.00
71001	07/27/2021	08/19/2021	Conservation Rebate Program	2941 Carpenter Ct - Washer Rebate	150.00
71002	08/04/2021	08/19/2021	Conservation Rebate Program	347 Buna Rd - Washer Rebate	150.00
71003	08/05/2021	08/19/2021	Conservation Rebate Program	3143 Messinger Dr - Toilet Rebate	50.00
71004	08/13/2021	08/19/2021	Employee Reimbursement	Boot Benefit - O&M	200.00
71005	08/01/2021	08/19/2021	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 08/2021	777.38
71006	08/23/2021	08/23/2021	David J. Meadows	CSUMB - Arbitration	1,500.00
71007	08/11/2021	08/27/2021	Becks Shoe Store, Inc. - Salinas	Boot Benefit - O&M	190.37
71008	07/28/2021	08/27/2021	Home Depot Credit Services	General Supplies	131.86
71009	07/01/2021	08/27/2021	ACWA Joint Power Ins Authority	Basic Property Insurance 07/2021 - 06/2022	62,401.97
71010	08/09/2021	08/27/2021	MBS Business Systems	Copier Maintenance (2 units) 05/06 - 11/11	766.26
71011	08/02/2021	08/27/2021	Underground Service Alert	2020-2021 USA Annual Ticket Fees	1,011.43
71012	08/17/2021	08/27/2021	Monterey Bay Analytical Services	Laboratory Testing	2,510.00
71013	08/05/2021	08/27/2021	Staples Credit Plan	Office Supplies	1,358.78

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
71014	08/04/2021	08/27/2021	Harris & Associates	Inspection Services - RUWAP Distribution, Developers (Lower Stilwell, Wathen-Castanos Homes, Hampton Inn, Dunes 2 East)	64,341.00
71015	08/07/2021	08/27/2021	Johnson Controls Security Solutions LLC	Marina Security 09/2021 - 08/2022	1,578.88
71016	08/13/2021	08/27/2021	Federal Express	Shipping Charges	23.67
71017	07/28/2021	08/27/2021	HD Supply Facilities Maintenance LTD	General Supplies	111.22
71018	07/31/2021	08/27/2021	DataProse, LLC	Customer Billing Statements 07/2021	4,518.75
71019	08/21/2021	08/27/2021	NEC Financial Services, Inc.	Phone Equipment Lease 08/2021	335.76
71020	07/20/2021	08/27/2021	Don Chapin Co., Inc	(7.7) tons Base Rock, (8.73) tons Plaster Sand - O&M	1,393.27
71021	08/13/2021	08/27/2021	Calcon Systems, Inc.	HMI Installation - (10) Locations, Programming Changes, Emergency PLC Replacement - Hodges LS, Marina Pump Station Integration, PG&E Time of Use	29,346.33
71022	08/05/2021	08/27/2021	Univar Solutions USA, Inc.	(1,779) gals Chlorine - Intermediate Reservoir, Wells 10 and 11	4,011.38
71023	07/31/2021	08/27/2021	Star Sanitation LLC	Mobile Restroom Rental - Beach Office	92.06
71024	08/17/2021	08/27/2021	Government Finance Officers Association	Capital Asset Accounting Series	560.00
71025	08/06/2021	08/27/2021	U.S. Bank Corporate Payment Systems	Employment Advertisements (Engineering Tech, System Operator I, District Engineer), SCADA Internet Service, Cloud Hosted Server - CityWorks/ ESRI, SCADA Mobile/ Laptop Hotspot, 2021 Conference/ Exhibitor Showcase, Backflow Certification Application Fee, Storm Water Application - Ord Village LS, Zoom Pro/ Webinar Service 07/20/2021 - 04/06/2022, General Supplies	8,113.28
71026	08/10/2021	08/27/2021	Marina Tire & Auto Repair	Oil Change - Vehicle #1401, Tire Repair - Vehicle #1235	125.00
71027	08/23/2021	08/27/2021	Bereman Carpets, Inc.	Carpet Installation Deposit - Beach Office	4,282.60
71028	08/13/2021	08/27/2021	U.S. Bank National Association	Beach Office Copier Lease 08/2021	383.48
71029	08/10/2021	08/27/2021	Eurofins Eaton Analytical, LLC	Laboratory Testing	5,505.00
71030	08/19/2021	08/27/2021	Access Monterey Peninsula, Inc.	Filming and Production 08/2021	920.00
71031	08/05/2021	08/27/2021	Western Exterminator Company	Pest Control - Beach Office 08/2021	97.91
71032	08/05/2021	08/27/2021	Ferguson Enterprises, Inc.	General Supplies	422.63
71033	08/05/2021	08/27/2021	Clipper Controls, Inc.	Sewer Flow Meter Analysis	1,992.72
71034	08/06/2021	08/27/2021	Global Treat, Inc.	Analyzer Sample Pump Roller Assembly PM Kit - B Reservoir	290.00
ACH	08/06/2021	08/06/2021	CalPERS	Payroll Ending 07/30/2021	26,622.46
ACH	08/06/2021	08/06/2021	Internal Revenue Service	Payroll Ending 07/30/2021	46,937.42
ACH	08/06/2021	08/06/2021	MassMutual Retirement Services, LLC	Payroll Ending 07/30/2021	11,714.22
ACH	08/06/2021	08/06/2021	State of California - EDD	Payroll Ending 07/30/2021	10,757.99
501174-501175	08/06/2021	08/06/2021	Payroll Checks and Direct Deposit	Payroll Ending 07/30/2021	110,828.61
501176	08/06/2021	08/06/2021	General Teamsters Union	Payroll Ending 07/30/2021	777.00
501177	08/06/2021	08/06/2021	WageWorks, Inc.	Payroll Ending 07/30/2021	818.01
501178	07/27/2021	08/12/2021	ACWA Joint Power Ins Authority	Workers Compensation Insurance 04/2021 - 06/2021	18,624.93
501179	07/02/2021	08/12/2021	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 08/2021	66,643.97
501180	06/15/2021	08/12/2021	Calif-Nevada Section, AWWA	Cross-Connection Specialist Renewal	100.00
501181	07/30/2021	08/12/2021	CWEA - Monterey Bay Section	Grade II Collection System Certification Renewal	96.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
501182	07/25/2021	08/12/2021	AFLAC	Employee Paid Benefits 07/2021	1,572.76
501183	08/05/2021	08/12/2021	LegalShield	Employee Paid Benefits 08/2021	25.90
501184	07/22/2021	08/12/2021	Pinnacle Medical Group, Inc.	Drug Test (DOT)	115.00
501185	07/18/2021	08/12/2021	Principal Life	Employee Paid Benefits 08/2021	259.60
501186			Void		
501187	08/04/2021	08/12/2021	Boutin Jones, Inc.	Legal Fees - Employment	1,824.00
501188	07/16/2021	08/12/2021	Transamerica Life Insurance Company	Employee Paid Benefits 07/2021	673.40
501189	06/30/2021	08/12/2021	Employee Reimbursement	Refund - AFLAC 06/2021	60.48
ACH	08/20/2021	08/20/2021	CalPERS	Payroll Ending 08/13/2021	27,019.28
ACH	08/20/2021	08/20/2021	Internal Revenue Service	Payroll Ending 08/13/2021	46,512.66
ACH	08/20/2021	08/20/2021	MassMutual Retirement Services, LLC	Payroll Ending 08/13/2021	11,814.22
ACH	08/20/2021	08/20/2021	State of California - EDD	Payroll Ending 08/13/2021	10,558.44
501190			Void		
501191- 501194	08/20/2021	08/20/2021	Payroll Checks and Direct Deposit	Payroll Ending 08/13/2021	111,934.22
501195	08/20/2021	08/20/2021	WageWorks, Inc.	Payroll Ending 08/13/2021	818.01
ACH	08/06/2021	08/25/2021	CalPERS	GASB-68 Reporting Service Fee	700.00
501196	08/02/2021	08/26/2021	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 09/2021	84,066.66
501197	07/30/2021	08/26/2021	CWEA - Monterey Bay Section	Grade II Collection System Certification Renewal	96.00
501198	08/09/2021	08/26/2021	Pinnacle Medical Group, Inc.	Drug Test (DOT)	115.00
501199	08/18/2021	08/26/2021	Principal Life	Employee Paid Benefits 09/2021	259.60
501200	07/31/2021	08/26/2021	Justifacts Credential Verification, Inc.	Background Checks - (2) New Hires	251.22
501201	07/10/2021	08/26/2021	Lincoln National Life Insurance Company	Life, Short/ Long Term, AD&D Insurance 08/2021	2,686.77
501202	08/25/2021	08/26/2021	MBWWA	Modules/ Membranes, Wastewater Pumps - Training	280.00
501203	07/08/2021	08/26/2021	Retiree Medical Refund	Premium Return 07/2021 - 09/2021	821.13
Total Disbursements for August 2021					1,859,958.83

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-B

Meeting Date: September 20, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of August 14, 2021

Staff Recommendation: The Board of Directors approve the draft minutes of the August 14, 2021 special joint Board meeting.

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

Discussion/Analysis: The draft minutes of August 14, 2021 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

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

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

Material Included for Information/Consideration: Draft minutes of August 14, 2021.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Special Board Meeting/Groundwater Sustainability Agency Board Meeting
Via Zoom Teleconference
August 14, 2021

Draft Minutes

1. Call to Order:

Vice President Moore called the meeting to order at 9:07 a.m. on August 14, 2021 via Zoom teleconference in Marina, California.

2. Roll Call:

Board Members Present:

Jan Shriner – President
Thomas P. Moore – Vice President
Herbert Cortez
Gail Morton
Matt Zefferman

Board Members Absent:

None.

Staff Members Present:

Remleh Scherzinger, General Manager
Roger Masuda, District Counsel
David Hobbs, Assistant District Counsel
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

None.

3. Pledge of Allegiance:

Mr. Roger Masuda, District Counsel, led everyone present in the pledge of allegiance.

4. Oral Communications:

There were no comments.

5. Public Comment on Closed Session Items:

There were no comments.

The Board entered into closed session at 9:10 a.m. to discuss the following items:

6. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

- 1) Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu v. Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey, et al., 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, and Cross-Complaint)
- 2) 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) Case No.s H049146 and H049170
- 3) Appeal No. A-3-MRA-19-0034 by California-American Water Company to the California Coastal Commission over Denial by the City of Marina for a Coastal Development Permit for Construction of Slant Intake Wells for the Monterey Peninsula Water Supply Project
- 4) Monterey Peninsula Water Management District v. California-American Water Company, Calif. Pub. Utilities Commission Complaint No. 21-05-005
- 5) City of Marina vs. RMC Lonestar [CEMEX], California-America Water Company, Marina Coast WD, et al Defendants, Monterey County Superior Court Case No. 20CV001387 (Complaint for Breach of Contract, Declaratory Relief under the Agency Act, and Tortious Interference with Existing Contract)
- 6) Marina Coast Water District vs California-American Water Company, Monterey County Water Resources Agency; and, California-American Water Company, Monterey County Water Resources Agency vs Marina Coast Water District, San Francisco Superior Court Case Nos. CGC-15-547125, CGC-15-546632 (Complaint for Damages, Breach of Warranties, etc.)
- 7) California-American Water Company v. All Persons Interested..., Complaint for Reverse Validation, Monterey County Superior Court Case No. 20CV002436, and Marina Coast Water District's consideration of joining that case
- 8) Marina Coast Water District v. Trustees of the California State University, and Does 1-20; Monterey County Superior Court Case No. 21CV001296 (Verified Complaint for Declaratory and Injunctive Relief)

B. Pursuant to Government Code 54956.9(d)(4)
Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation: One Potential Case

Vice President Moore left the meeting at 11:40 p.m. The Board ended closed session at 2:40 pm. Director Cortez reconvened the meeting to open session at 2:41 p.m.

7. Reportable Actions Taken During Closed Session:

Mr. Masuda stated that no reportable actions were taken in closed session.

8. Board Member Requests for Future Agenda Items:

President Shriner noted that the Board members can email in their requests. Director Morton asked to discuss a surcharge for jurisdictions that exceed their water allocations. Mr. Scherzinger stated that he would start that discussion in the Budget and Personnel Committee and then bring it back to the Board.

9. Director's Comments:

Director Cortez and President Shriner made comments.

10. Adjournment:

The meeting was adjourned at 2:46 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-C

Meeting Date: September 20, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of August 16, 2021

Staff Recommendation: The Board of Directors approve the draft minutes of the August 16, 2021 regular joint Board meeting.

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

Discussion/Analysis: The draft minutes of August 16, 2021 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

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

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

Material Included for Information/Consideration: Draft minutes of August 16, 2021.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting
Via Zoom Teleconference
August 16, 2021

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 6:32 p.m. on August 16, 2021 via Zoom teleconference in Marina, California. She then proceeded with a land acknowledgement. “As Marina Coast Water District celebrates its 60th year providing publicly owned water service to its customers in Marina and the Ord Community, we acknowledge that our service area is located on the traditional lands of the Esselen people. They are known today as the Ohlone/Costanoan-Esselen Nation. We respect their elders, past, present, and emerging, for they hold the memories, traditions, culture, and hopes of the Esselen people. We also acknowledge the government of the Ohlone/Costanoan Esselen Nation and appreciate the spiritual role it plays today in preserving the cultural, historical and heritage beliefs of the Esselen people. We are grateful that they share their traditional lands with us.”.

2. Roll Call:

Board Members Present:

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

Board Members Absent:

Matt Zefferman

Staff Members Present:

Remleh Scherzinger, General Manager
Roger Masuda, District Counsel
Kelly Cadiente, Director of Administrative Services
Derek Cray, Operations and Maintenance Manager
Rose Gill, Human Resources/Risk Administrator
Patrick Breen, Water Resources Manager
Don Wilcox, Senior Engineer
Andrew Racz, Associate Engineer
Teo Espero, IT Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Agenda Item 2 (continued):

Audience Members:

Andrew Sterbenz, Schaaf & Wheeler
Vera Nelson, EKI Water & Environment
Doug Yount, Shea Homes
Melanie Carrido, Psomas
Tina Wang, EKI Water & Environment
Sherry Fisher

Stephenie Verduzco
Candace Cuisinier
Bart Bruno, MPE
Karen Blank
Colleen Helm
Gail Terry

3. Public Comment on Closed Session Items:

There were no comments.

The Board entered into closed session at 6:35 p.m. to discuss the following item:

4. Closed Session:

- A. Pursuant to Government Code 54956.9
Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9
Claimant – Candace Cuisinier

The Board ended closed session at 6:48 p.m. President Shriner reconvened the meeting to open session at 7:00 p.m.

5. Reportable Actions Taken During Closed Session:

Mr. Roger Masuda, District Counsel, stated there were no reportable actions taken in Closed Session.

6. Pledge of Allegiance:

Director Morton led everyone present in the pledge of allegiance.

7. Oral Communications:

There were no comments made.

8. Marina Coast Water District Groundwater Sustainability Agency Matters:

A. Presentation:

- 1. Receive a Presentation on the Monterey Sub-basin Groundwater Sustainability Plan Progress:

Agenda Item 8-A1 (continued):

Mr. Patrick Breen, Water Resources Manager, introduced this item. Ms. Vera Nelson, EKI Water & Environment, gave a presentation on Chapters 6-10 of the Monterey Sub-basin Groundwater Sustainability Plan (GSP) being developed by MCWDGSA and SVBGSA. She noted that Chapters 6-10 discussed the Water Budget, Monitoring Network, Sustainable Management Criteria, Projects & Management Actions, and GSP Implementation. Ms. Nelson said the schedule is to release the draft GSP for public review on September 20th for a ninety-day comment period, with the final adoption in January so it can be submitted to the Department of Water Resources by January 31, 2022. Discussion followed.

9. Return to Marina Coast Water District Matters:

10. Consent Calendar:

Director Morton requested to pull item B from the Consent Calendar.

Vice President Moore made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of July 2021; and, C) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of August 2, 2021. Director Morton seconded the motion. The motion was passed by the following vote:

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

B. Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of July 19, 2021:

Director Morton clarified that in the minutes, on page 4, Item C, she made a comment that the City of Marina “pays for educational services to” Monterey Peninsula Unified School District. She noted that they do not “reimburse” the school district. Mr. Remleh Scherzinger, General Manager, noted the minutes would be modified to include the correction.

Director Morton made a motion to approve the draft minutes of July 19, 2021 with the stated correction. Vice President Moore seconded the motion. The motion was passed by the following vote:

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

11. Action Items:

- A. Adopt Resolution No. 2021-44 to Approve a Change Order to the Ord Village Lift Station and Force Main Construction Contract with Monterey Peninsula Engineering Authorizing the Emergency Reconstruction of the Gigling Force Main (CIP OS-0218) Under the Existing Ord Village Contract:

Mr. Andrew Racz, Associate Engineer, introduced this item. The Board asked clarifying questions.

Director Morton made a motion to adopt Resolution No. 2021-44 to approve a change order to the Ord Village Lift Station and Force Main Construction Contract with Monterey Peninsula Engineering authorizing the emergency reconstruction of the Gigling Force Main (CIP OS-0218) under the existing Ord Village Contract. Vice President Moore seconded the motion. The motion was passed by the following vote:

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

- B. Adopt Resolution No. 2021-45 to Approve Amendment No. 2 to the Professional Services Agreement with Psomas for Construction Management of the Gigling Force Main Emergency Replacement Project:

Mr. Don Wilcox, Senior Engineer, introduced this item. Discussion and clarification followed.

Vice President Moore made a motion to adopt Resolution No. 2021-45 to approve Amendment No. 2 to the Professional Services Agreement with Psomas for construction management of the Gigling Force Main Emergency Replacement Project. Director Morton seconded the motion. The motion passed by the following vote:

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

12. Staff Report:

- A. Receive an Update on the Fiscal Impacts to the District due to Covid-19:

Ms. Cadiente introduced this item and reviewed the revenues, and delinquent accounts.

13. Informational Items:

- A. General Manager's Report:

There was no report.

B. Counsel's Report:

There was no report.

C. Committee and Board Liaison Reports:

1. Water Conservation Commission:

Mr. Breen stated no meeting was held.

2. Joint City District Committee:

Director Morton gave a brief update.

3. Executive Committee:

Vice President Moore stated they met on August 3rd. President Shriner gave a brief update.

4. Community Outreach Committee:

Director Cortez gave a brief update.

5. Budget and Personnel Committee:

Director Cortez gave a brief update.

6. M1W Board Member:

Vice President gave a brief update noting the next meeting was August 30th.

7. LAFCO Liaison:

Director Cortez stated they were meeting on August 23rd and a key meeting on September 27th regarding the future of Monterey Peninsula Water Management District providing potable water to the Peninsula.

8. JPIA Liaison:

Director Morton stated there was nothing to report.

9. Special Districts Association Liaison:

Vice President Moore stated they met on July 20th. President Shriner gave a brief update.

10. MCWD/SVBGSA Steering Committee:

Mr. Breen said the meeting was canceled.

14. Board member Requests for Future Agenda Items:

Director Morton asked if there could be opportunity to discuss and provide comment on the LAFCO item. Director Cortez asked for the Covid Staff Report to include information Ms. Cadiente learns during her seminar regarding the proposed government utility assistance. Vice President Moore asked that staff bring first to the Budget and Personnel Committee, then the Board, information on how the District is keeping staff safe during the Delta Variant. President Shriner noted that the Board members can also email in their requests.

15. Director's Comments:

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

16. Adjournment:

The meeting was adjourned at 9:44 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-D

Meeting Date: September 20, 2021

Prepared By: Derek Cray

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2021-47 for the Unbudgeted Purchase of a Replacement Booster Pump for Marina Booster Station by utilizing Marina Water Capital Replacement and Improvement Reserve Funds

Staff Recommendation: The Board of Directors to approve the unbudgeted purchase of a replacement pump for the Marina Booster station by utilizing Marina Water Capital Replacement and Improvement Reserve Funds.

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

Marina Coast Water District (District) operates and maintains the water (CA 2710017) for Central Marina and the Ord Community. Central Marina has one booster pump facility, the Marina Booster Station, which utilizes three 1500 Gallons per Minute (GPM) pumps to move water up to the Intermediate Tank to maintain adequate head pressure for Central Marina.

Discussion/Analysis: The Marina Booster Pump Station was built in 1979-80. There are three 75 horsepower (HP) motors and 1500 GPM pumps that move water from the two-million-gallon storage reservoir, located on the same site and pump up to the Intermediate tank, which provides the head pressure within Central Marina. Typically, only one pump runs at a time, with the other two providing emergency capacity and or redundancy should a pump or motor fail. Two of the pumps were recently replaced in 2019. The third pump that needs replacement is original, thus has 42 years of use, and is no longer operative. Due to its age, it is not recommended to repair the pump. However, a similar replacement is recommended to continue to provide redundancy to the facility. The cost for the replacement pump is \$22,492.83. This replacement is an unbudgeted Capital Equipment purchase, and funding would need to come from the Marina Capital Equipment Reserves.

Environmental Review Compliance: None required.

Financial Impact: X Yes No Funding Source/Recap: Funding for purchasing the replacement pump would come from the Marina Water Capital Replacement and Improvement Fund Reserves with a preliminary balance as of June 30, 2021 of 1.3 million dollars.

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2021-47; and, Attachment 1 - pump quote from Industry Uptime.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

September 20, 2021

Resolution No. 2021 - 47
Resolution of the Board of Directors
Marina Coast Water District
Amending the FY 2021-2022 Budget for the Unbudgeted Purchase of a Replacement Booster Pump for Marina Booster Station by utilizing Marina Water Capital Replacement and Improvement Reserve Funds

RESOLVED by the Board of Directors ("Board") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on September 20, 2021 via a video conference pursuant to Governor Newsom's Executive Order N-29-20, as follows:

WHEREAS, the District operates and maintains the water (CA 2710017) for Central Marina and the Ord Community.

WHEREAS, the Marina Booster Pump Station was built in 1979-80; and,

WHEREAS, one pump is original, has failed and is in need of replacement; and,

WHEREAS, the cost of the replacement pump is \$22,492.83, which was not budgeted for this fiscal year; and,

WHEREAS, the preliminary balance of reserves from the Capital Replacement and Improvement Fund as of June 30, 2021 is \$1.3 million dollars for Marina Water.

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

1. Amend the FY 2021-2022 Budget and approve the use of the Capital Equipment and Improvement Fund for Marina water for the purchase of a replacement booster pump for the Marina Booster Station in the amount not-to-exceed \$22,492.83; and,
2. authorize 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 September 20, 2021 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 _____

Jan Shriner, 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. 2021-47 adopted September 20, 2021.

Remleh Scherzinger, Secretary



IndustryUptime, Inc.
PO Box 603
Meadow Vista, CA 95722

Phone # 530-878-4855
 Fax # 530-878-4840
 www.industryuptime.com

Product Quote

Date	Quote #
9/7/2021	7006

Customer Information
Marina Coast Water District 11 Reservation Road Marina, CA 93933 accountspayable@mcwd.org

IndustryUptime's Consulting Services: - Vibration monitoring and analysis - Pump performance testing - Rotating Equipment Troubleshooting - Pump & System Design Review - Reliability Program Development - Plant Reliability Audits - Shaft Alignment - Visit www.industryuptime.com	IndustryUptime's Product Lines: - Royal Purple - AESSEAL - P-K Machine - Summit Pumps - Bel-Ray - Thordon Bearings - Oil Safe - Easy Laser Alignment Systems
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P.O. No.	Terms
	Net 30

Item	Qty	Type/Size/Face/Elastomer/Gasket/Misc	Unit Price	Delivery	Total
Aurora Pump	1	Aurora Model 411-BF 5x6x17 1500gpm @151' NSF 61/372 CERTIFIED with Mechanical Seal PUMP ONLY (no motor, base or coupling) Refer to attached Tech Offer for specifications To match S/N: 79-04406, 79-04407, 79-04446 LEFT HAND ROTATION	19,490.00	12-14 weeks ARO	19,490.00T
Shipping & Ha...	1	PREPAY AND ADD	1,200.00		1,200.00
		Sales Tax	9.25%		1,802.83

<i>This quote is valid for 30 business days. Shipping and/or duty fees not included. Expedite fees may apply. Orders can be changed or cancelled only when agreed to in writing by IndustryUptime, and may incur fees. Returned items are subject to restocking fees. Non-stock orders may require progress payment and cannot be returned. Past Due balances on Net 30 accounts subject to 1.5% service charge per month after 30 days.</i>	Total	\$22,492.83
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CA Small Business (Micro) Certificate #2013800

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-A

Meeting Date: September 20, 2021

Prepared By: Derek Cray

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2021-48 for the Purchase of Four Replacement Standby Generators for the District's Sewer Lift Stations from Quinn Cat

Staff Recommendation: The Board of Directors to accept the proposal for the purchase of four new standby generators from Quinn Cat in the amount not-to-exceed of \$166,062.19 and authorize the General Manager to sign all the necessary documents.

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

The Marina Coast Water District (District) operates the wastewater for Central Marina and the Ord Communities. The wastewater collection system is regulated under State Water Resources Control Board Statewide General Discharge Requirements Order No. 2006-0003-DWQ.

Discussion/Analysis: The District's Operations and Maintenance Department maintains the District's wastewater facilities. A significant component of the wastewater collections system is its sewer lift stations. These lift stations move sewage from a lower elevation to a higher elevation through centrifugal pumps. If a pump station fails to pump sewage, the results would be sewage overflows and possible interruptions at the customer's house. Therefore, having a constant source of power is critical to ensure the pump stations can pump at all times throughout any given day. Power is fed to each lift station from Pacific Gas and Electric (PG&E), and all large sewer lift stations have a redundant source of power in the form of a generator, should PG&E's power not be available. Within the past few years, we have seen a significant amount of extended power outages at all of our various water and wastewater facilities. Outages can be from damaged power lines, equipment failure, scheduled maintenance, or Public Safety Power Shutoffs to help prevent wildfires.

Four of the District's lift stations have generators over twenty years old and are failing more frequently and require replacement. The stations needing a replacement generator are Giggling Lift Station, Wittenmyer Lift Station, San Pablo Lift Station, and Reservation Lift Station. The Operations and Maintenance staff will install these generators in-house to reduce the cost for outside services. Also, staff recommends downsizing two generators, San Pablo and Wittenmyer, eliminating the need for an Air Resource Board permit. This change will save the District approximately \$1,000 each year yet still provide the needed power to keep the site fully operational. The generators will have a double-walled subbase fuel tank with an integrated fuel leak and level alarms for safety. All generators will meet stringent Airboard requirements for emergency standby use.

The following chart below is what size, make, and model Genset staff is recommending for each location:

Lift Station	Cost Center	Make	Model	KW (size)
San Pablo	Marina	Taylor	TD 28	27 KW
Wittenmyer	Ord	Taylor	TD 28	27 KW
Reservation	Ord	Caterpillar	D100-8	100 KW
Giggling	Ord	Caterpillar	D125GC	125 KW

Due to the complexity of retrofitting the existing sites, the District is limited on which generators will fit in the existing footprint with minimal concrete and conduit work required. Therefore staff recommends purchasing two Taylor brand and two Caterpillar brand generators as these have similar footprints and conduit stub-up locations. These selections will allow staff to hook them up without having to redo the entire concrete pad or conduit run, thus significantly reducing the overall cost of replacing the generators. A proposal via Sourcewell for the above-listed generators was sought out from Quinn Cat, out of Salinas, California. The total amount was \$166,062.19. The Operations and Maintenance staff currently have Caterpillar and Taylor generators, are familiar with their controls, and are pleased with their reliability over the years.

The Sourcewell pricing includes delivery, startup services, 2-year warranty, and applicable sales tax. The District has been a member of Sourcewell since 2013, and Sourcewell meets all competitive bidding requirements for the District. Payment terms are net 30 upon delivery.

Environmental Review Compliance: None required.

Financial Impact: X Yes No Funding Source/Recap: Funding for the purchase of the generator would come from the budget of \$140,000 Capital Equipment Replacement in Ord Sewer and \$40,000 from the Capital Equipment Replacement for Marina Sewer. A chart below is provided for reference on the breakdown for each cost center.

Cost Center	Budgeted Amount	Total Purchase Amount
Marina	\$40,000.00	\$39,980.03
Ord	\$140,000.00	\$126,082.16

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2021-48, Attachment 1 - a copy of the Sourcewell Generator proposal; and, Attachment 2 - generator specification sheets.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

September 20, 2021

Resolution No. 2021 - 48
Resolution of the Board of Directors
Marina Coast Water District
Approving the Purchase of Four Replacement Standby Generators for the
District's Sewer Lift Stations from Quinn Cat

RESOLVED by the Board of Directors ("Board") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on September 20, 2021 via a video conference pursuant to Governor Newsom's Executive Order N-29-20, as follows:

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

WHEREAS, the District's sewer lift stations are a critical component in keeping wastewater flowing; and,

WHEREAS, having reliable and redundant power in the event of a power outage from the electrical grid is crucial; and,

WHEREAS, the emergency generators at San Pablo Lift Station, Wittenmyer Lift Station, Gigling Lift Station, and Reservation Lift Station have reached the end of their useful life and require replacement; and,

WHEREAS, \$180,000 was budgeted in the Fiscal Year 2021-2022 for the replacement of said generators; and,

WHEREAS, the District sought out a proposal via Sourcewell for four stationary standby generators; and,

WHEREAS, the District received a proposal from Quinn Cat through Sourcewell for four new generators in the amount of \$166,062.19; and,

WHEREAS, the District is a member of Sourcewell, a government unit which falls under intergovernmental purchasing of the District's procurement policy; and,

WHEREAS, the purchase is not through Federal funds.

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

1. approve the proposal from Quinn Cat in the amount not-to-exceed \$166,062.19 for four new standby generators; and,
2. authorizes the General Manager to execute all necessary contracts and documents to procure the equipment.

PASSED AND ADOPTED on September 20, 2021 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 _____

Jan Shriner, 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. 2021-48 adopted September 20, 2021.

Remleh Scherzinger, Secretary



QUOTATION

NO. 210283

3500 Shepherd Street, City of Industry, California 90601
 Box 226789, Los Angeles, California 90022-0744
 (562) 463-6000 Fax: (562) 463-7156

Date: **August 31, 2021**

Page: **1 of 8**

To: Contact: **Derek Cray**
 Company: **Marina Coast Water District**
 Address: _____
 City, Zip: _____
 Phone: _____ Email: _____

Terms: **Net Cash, see T&C's**
 F.O.B. **Jobsite, unloading by others**
 Sales Rep.: **Samuel Vizcarra**
 Contact #: **831-750-4072**
 Email: **Svizcarra@quinnpower.com**

Project Name: Four Generators

Qty:	Description	Unit Price	Extension
1	New Taylor, Model TD28 Diesel Standby Generator Set. Rated 27 kW, w/fan, 60Hz, 3Ph, 120/240V at 1800 RPM.	\$ 52,584.00	\$ 36,595.00
1	New Taylor, Model TD28 Diesel Standby Generator Set. Rated 27 kW, w/fan, 60Hz, 3Ph, 277/480V at 1800 RPM.	\$ 52,798.00	\$ 37,023.00
1	New Caterpillar, Model D100-8 Diesel Standby Generator Set. Rated 100kW, w/fan, 60Hz, 3Ph, 277/480V at 1800 RPM.	\$ 51,287.00	\$ 42,564.00
1	New Caterpillar, Model D125GC Diesel Standby Generator Set. Rated 125kW, w/fan, 60Hz, 3Ph, 277/480V at 1800 RPM.	\$ 41,513.00	\$ 35,820.00
<i>Optional adders listed below.</i>			
		Sub total	\$152,002.00
		Sale Tax 9.25	\$ 14,060.19
<i>Includes standard features as listed in product data sheet and additional accessories as listed herein...</i>			

SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. **Quotation is good for 30 days from quote date above, expires after that duration.**

Total Price (SALES TAX INCLUDED):
\$ 166,062.19



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Date: August 31, 2021

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BILL OF MATERIALS

Genset 240 Volt Taylor

TAYLOR Model TD28: Engine Driven Generator Set
Rated: 27 Kw, EPA Stationary Standby, 120/240 Volt, 3 Phase, 60 Hz
Unit Features:

- ▶ Perkins Engine
- Model - 404D-22TG
- Heavy Duty Air Cleaner w/Service Indicator
- 50 C Ambient Radiator
- Electronic Isochronous Governor with 0.5% Frequency Regulation
- ▶ Marathon Alternator
- Brushless Rotating Field Generator with Class H Insulation
- 1% AVR No PMG
- Tropical Coating
- ▶ Circuit Breaker
- 100 Amp, Square D, 100% Rated, Thermal Magnetic , Main Line Circuit Breaker
- ▶ TAYLOR DGC2020 Control Panel

Taylor Power Systems DGC-2020 digital genset controller provides integrated engine-genset control, protection, and metering in a single package. Microprocessor based technology allows for exact measurement, setpoint adjustment, and timing functions. Front panel controls and indicators enable quick and simple DGC-2020 operation. A wide temperature-range liquid crystal display (LCD) with backlighting can be viewed under a wide range of ambient light and temperature conditions.

- ▶ Heavy Duty Integral Vibration Isolators between Engine/Alternator and Base
- ▶ Oil Drain Kit (Oil Drain Piped to Edge of Skid w/Valve)
- ▶ Coolant Drain Kit
- ▶ Lube Oil & Antifreeze (Initial Fill)
- ▶ Battery Rack & Cables
- ▶ Wide Skid Base
- ▶ Flex Fuel Lines
- ▶ 120V, 1500W Block Heater
- ▶ Battery Charger: 120-240V (10Amp/12Volt)
- ▶ 12V Lead Acid Battery, 450CCA
- ▶ Sound Attenuated Weather Enclosure w/Internal Critical Silencer. 1 Inch UL-94 Sound Attenuating Foam. Heavy Duty 14 Ga. Steel
- Peaked Roof
- Bolted Construction
- Lockable Doors
- Stainless Steel Hardware
- Powder Coat Finish
- ▶ 80 Gal., UL 142, Subbase Tank, Closed Top Diked Rupture Basin
- Emergency & Normal Vents (Internal)
- Low Fuel Level & Fuel in Basin Switch
- Mechanical Fuel Level Gauge
- Fuel Level Sender
- Manual Fill w/Locking Cap
- 36 Hrs @ 100% Standby Load.

Misc:

- ▶ One Hour Factory Load Bank Test
- ▶ Standard 2 Year Standby Limited Warranty
- ▶ (1) Electronic O&M Manual
- ▶ Certified to UL2200

Genset 480 Volt Taylor

TAYLOR Model TD28: Engine Driven Generator Set
Rated: 28 Kw, EPA Stationary Standby, 277/480 Volt, 3 Phase, 60 Hz
Unit Features:

- ▶ Perkins Engine
- Model - 404D-22TG
- Heavy Duty Air Cleaner w/Service Indicator
- 50 C Ambient Radiator
- Electronic Isochronous Governor with 0.5% Frequency Regulation
- ▶ Marathon Alternator
- Brushless Rotating Field Generator with Class H Insulation
- 1% AVR No PMG
- Tropical Coating
- ▶ Circuit Breaker
- 100 Amp, H- Frame, Square D, 100% Rated, Thermal Magnetic , Main Line Circuit Breaker
- ▶ TAYLOR DGC2020 Control Panel

Taylor Power Systems DGC-2020 digital genset controller provides integrated engine-genset control, protection, and metering in a single package. Microprocessor based technology allows for exact measurement, setpoint adjustment, and timing functions. Front panel controls and indicators enable quick



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Page: 3 of 8

and simple DGC-2020 operation. A wide temperature-range liquid crystal display (LCD) with backlighting can be viewed under a wide range of ambient light and temperature conditions.

- ▶ Heavy Duty Integral Vibration Isolators between Engine/Alternator and Base
- ▶ Oil Drain Kit (Oil Drain Piped to Edge of Skid w/Valve)
- ▶ Coolant Drain Kit
- ▶ Lube Oil & Antifreeze (Initial Fill)
- ▶ Battery Rack & Cables
- ▶ Wide Skid Base
- ▶ Flex Fuel Lines
- ▶ 120V, 1500W Block Heater
- ▶ Battery Charger: 120-240V (10Amp/12Volt)
- ▶ 12V Lead Acid Battery, 450CCA
- ▶ Sound Attenuated Weather Enclosure w/Internal Critical Silencer. 1 Inch UL-94 Sound Attenuating Foam. Heavy Duty 14 Ga. Steel
 - Peaked Roof
 - Bolted Construction
 - Lockable Doors
 - Stainless Steel Hardware
 - Powder Coat Finish
- ▶ 80 Gal., UL 142, Subbase Tank, Closed Top Diked Rupture Basin
 - Emergency & Normal Vents (Internal)
 - Low Fuel Level & Fuel in Basin Switch
 - Mechanical Fuel Level Gauge
 - Fuel Level Sender
 - Manual Fill w/Locking Cap
 - 36 Hrs @ 100% Standby Load.

Misc:

- ▶ One Hour Factory Load Bank Test
- ▶ Standard 2 Year Standby Limited Warranty
- ▶ (1) Electronic O&M Manual
- ▶ Certified to UL2200

Genset D100-8

EPA STATIONARY EMERGENCY
 60HZ 3PH 480/277V VOP601
 STANDBY POWER
 60 Hz, 100 kW
 D100-8 60HZ 480V
 ENGLISH PANEL LANGUAGE
 UL 2200 LISTED PACKAGE GEN SET
 IBC_SEISMIC CERT OF COMPLIANCE
 ENGLISH INSTRUCTION LANGUAGE
 PLATINUM 5YR 2500HR STANDBY
 EMERGENCY STANDBY POWER
 LC3114F 60Hz SE ALT Z6
 PERMANENT MAGNET EXCITATION
 105C TEMP RISE OVER 40C AMB
 SKID WITH FUEL TANK
 FUEL SUB-BASE TANK 209 GALLON
 5 GALLON SPILL CONTAINMENT
 NO TANKS RISER
 Fuel Level Alarms / SD
 EMERGENCY FUEL VENT PIPE UL-3"
 L2 SOUND ATTENUATED (B)
 CAT White
 PANEL DOOR W/ VIEWING WINDOW
 EMCP4.2B CONTROL PANEL
 NFPA BUNDLE
 DISCRETE I/O MODULE SHIP LOOSE
 STANDARD BATTERY
 NFPA BATT CHARGER UL10A 120VAC
 JACKET WATER HEATER
 NO EXTERNAL EMERGENCY STOP
 VOLT FREE CONTACTS GENSET RUN
 LOW COOLANT LEVEL SHUTDOWN 1
 OVERLOAD ALARM SWITCH PPo1_I
 SEISMIC VIBRATION ISOLATOR (C)
 LOW COOLANT TEMP ALARM.
 CONTROL PANEL OPTIONS BOX
 PANEL MOUNTED AUDIBLE ALARM



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ENGINE OPTION HARNESS
SINGLE CIRCUIT BREAKER
250A LSI 100% RATED BREAKER
NO CIRCUIT BREAKER REQUIRED
NO SUSE DECALS & FILMS
AUXILIARY CONTACTS
CARTRIDGE TYPE AIR FILTER
STANDARD RADIATOR
ENCLOSURE SILENCER
QTY REMOTE ANNUNC
RS-485 HARNESS
STD TEST - PKG GEN SET 0.8 PF
ALTERNATOR TEST REPORT
PGS TEST REPORT @ 0.8 PF

Genset D125GC

EPA STATIONARY EMERGENCY
60HZ 480 VOLT (WYE)
STANDBY POWER
60 Hz, 125 kW
D125GC
UL 2200 LISTED PACKAGE GEN SET
NO CSA CERTIFICATION
IBC SEISMIC CERT OF COMPLIANCE
ENGLISH INSTRUCTION LANGUAGE
ADEM A4 GOVERNOR
GENERAL EPG
PUBLIC OR CIVIL SERVICES
STANDBY POWER
AUTHORIZED APPROVAL NUMBER
PERMANENT MAGNET GENERATOR
ALT SPACE HEATER
105C TEMP RISE OVER 40C AMB
ALT M2256L4 KC
FULL POWER
GEN MTG & DUCT PLATE 4
INTEGRAL TANK BASE, 24HR, 400
5 GALLON SPILL CONTAINMENT
AUDIO & FUEL ALARM (90% LEVEL)
VENT PIPE-STD
EMERGENCY FUEL VENT PIPE UL-4"
STANDARD VENT PIPE 12ft EXTENS
SA LEVEL 2 ENCLOSURE WHITE B3
NFPA BUNDLE
GEN RUNNING & FAULT RELAY
PANEL MOUNTED AUDIBLE ALARM
INPUT EXPANSION MODULE
EXTERNAL EMERGENCY STOP
WET BATTERY
BATTERY CHARGER 10 AMP
JACKET WATER HEATER
CURRENT TRANSFORMER 250:5
COOLANT RESERVIOR
LOW COOLANT LEVEL SHUTDOWN 1
250A LSI 100% RATED BREAKER
NO 2ND CIRCUIT BREAKER
NO SUSE DECALS & FILMS
NEUTRAL BAR 150A & 250A
STANDARD RADIATOR
NO PRODUCT LINK GEN CELLULAR
REMOTE ANNUNCIATOR
STD TEST - PKG GEN SET 0.8 PF
SHRINK WRAP PROTECTION 21
PGS TEST REPORT @ 0.8 PF
Gold 4YR 2500HR STANDBY

Accessories and/or modifications

Initial fill of coolant and lube oil
(1 set) Operation & Maintenance manuals (electronic copy) * (**additional sets, at additional cost**)



QUOTATION

NO. 210283

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Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: August 31, 2021

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Factory standard warranty - 2 years from startup service

QPS field work

Delivery to jobsite (**offload/crane service by others**)
Level 1 Startup Service [**incl. generator inspection & transfer test**] ~
Basic Demonstration – [**included at no charge, if provided during the time of startup**].
** See adder price below for a separate training session**

Not included

Sales tax
Air, building or construct permits
Offloading/crane service of equipment off delivery truck
Installation, wiring, piping, plumbing or anchoring of equipment
Diesel fuel, initial fill or for testing

Optional adders

Anchor Calculations – **Add: \$500.00** (per piece of equipment)
QPS Standard Field Testing Service:
Pre-Startup Readiness Inspection (single day visit with contractor) – **Add: \$1,600.00**
On-site Training Session [**single, 4 hour day**] – **Add: \$1,100.00**
** Additional PM levels available for Genset, ATS and Load Bank Testing. Call for a quotation! **
IR Scanning [**at 60 days & at 11 months after installation, includes test report, genset and single ATS**] – **Add: \$4,900.00**
CAT Standby Genset: Extended Service Coverage (2020) – 5 year / 2500 hours, levels:
** Alternate ESC available with 3 to 10 year term lengths, for prime power application, ATS's, Rental and Tier4 Final units. Call for a quotation! **

- * = Shipped loose to jobsite, installed on site by others.
- ^ = Installed, assembled or prepared by QPS or 3rd party.
- + = Pre-assembled, removed for shipping, re-installed on site by others.
- ~ = Service truck must be able to park within 25'ft horizontally & vertically of unit, over 25'ft at additional cost, based on T&M and billed direct from QPS Service department.

Availability:

Submittals: Estimated (4-6 Weeks) on receipt and approval of purchase order. (1 electronic copy)
Equipment: Estimated (32-38 Weeks) for factory build time after submittal approval.
Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.
Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.
**** Equipment prices and lead times are subject to change without notice.****

NOTES, EXCEPTIONS, CLARIFICATION

- Quinn Power Systems is not a general, electrical or installing contractor. Providing equipment and services as described above only.
- The equipment offered in this proposal is Taylor standard product (with modifications) as listed above based on 1) verbal or written request. No specifications or drawings provided for review. No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included in this proposal and as listed below.
- Quotation does not include any Sales Tax, Air District or Building Permits, Off-loading or Crane Services, Installation or Anchoring, Initial Fuel fill or Test fuel, Major Testing unless otherwise specified in the Bill of Materials.
- Depending on final height of installed generator set, a working platform may be required to access the control panel and maintenance doors. Platforms are not included in this proposal, unless stated above. Call for revised quotation if required.
- Startup/Commissioning Services are provided for CAT factory/QPS supplied equipment only. Scope of work for Startup Services available upon request. Out of Scope services are billed on a Time & Material basis in the field at purchaser's expense. QPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.
- Exception taken to any NETA 3rd party or independent testing requirements. Any and all testing as listed above to be provided by QPS technicians.
- **Sales tax is an estimate and subject to change**
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EMISSIONS NOTE

- "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."
- Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

TERMS AND CONDITIONS

1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion. "Client warrants that the invoiced goods or services will be used for business or agricultural purposes and not for personal, family or household purposes."

2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in



QUOTATION

NO. 210283

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: August 31, 2021

Page: 7 of 8

California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.

A: Unit Cost.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

16. Lead Times.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.



QUOTATION

NO. 210283

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: August 31, 2021

Page: 8 of 8

ACCEPTED BY:

SUBMITTED BY:

By: _____

By: Samuel Vizcarra

Company: _____

Quinn Power Systems

Date: _____

Phone: 831-750-4072

P.O. #: _____



EPA Certified / Stationary Emergency

OUTPUT POWER OPTIONS					125°C RISE STANDBY RATING		105°C RISE CONTINUOUS RATING		sKVA
Make	Voltage	Alternator	Phase	Hertz	kW/kVA	Amps	kW/kVA	Amps	30% Voltage Dip
Marathon	600	283PSL5251	3	60	28/35	34	25/31	30	132
	277/480	283CSL1507	3	60	28/35	42	25/31	38	123
	120/208	283CSL1507	3	60	28/35	97	25/31	87	93
	120/240	283CSL1507	3	60	28/35	84	25/31	75	93
	120/240	283CSL1507	1	60	25/25	104	22/22	92	43
	120/240	283PSL1717	1	60	27/27	113	25/25	104	62
Marathon	277/480	283PSL1707	3	60	29/36	44	26/32	39	122
	120/208	283PSL1707	3	60	29/36	101	26/32	90	92
	120/240	283PSL1707	3	60	29/36	87	26/32	78	92
	120/240	283PSL1707	1	60	25/25	104	22/22	92	41
Stamford	600	PI144H17	3	60	28/35	34	25/31	30	143
	277/480	PI144H311	3	60	28/35	42	25/31	38	96
	120/208	PI144H311	3	60	28/35	97	25/31	87	63
	120/240	PI144H311	3	60	28/35	84	25/31	75	63
	120/240	PI144H311	1	60	25/25	104	23/23	96	61
	120/240	PI144F06	1	60	26/26	108	24/24	100	41



Engine Data

Manufacturer	Perkins
Model	404D-22TG
Aspiration	Turbocharged
EPA Tier	4i
Arrangement	Vertical Inline, 4-Cycle
Firing Order	1-3-4-2
Displacement: L (in. ³)	2.22 (135.23)
Bore: mm (in.)	84.00 (3.31)
Stroke: mm (in.)	100.00 (3.94)
Compression Ratio	23.3:1
BMEP: psi (kPa)	145.34 (1002.10)
Net Horsepower	43.68
Rated RPM	1800
Governor	Mechanical
Speed Regulation	±0.5%

Engine Liquid Capacity

Oil System: qt. (L)	11.20 (10.60)
Cooling System Capacity: gal (L)	2.46 (9.32)

Engine Electrical

Electric Volts: DC	12
Cold Cracking Amps	525
Battery(s) Required	1

Fuel System

Fuel Injection Type	Indirect
Fuel Pump Rate: gal/hr (L/hr)	998.57 (3780.00)
Pump Pressure: in. H ₂ O (kPa)	50.00 (10.00)
Max Suction Head: ft (m)	2.63 (0.80)
Pump Max Pressure Head: ft (m)	9.84 (3.00)
Recommended Fuel	Ultra Low Sulfur Diesel

Air Requirements

Air Filter(s) Type	Dry
Combustion Air Flow: CFM (m ³ /min)	87.93 (2.49)
Maximum Air Intake Restriction	
Clean: in. H ₂ O (kPa)	12.04 (3.00)
Dirty: in. H ₂ O (kPa)	25.69 (6.40)

Exhaust System

Gas Temperature: °F (°C)	986.0 (530.0)
Gas Flow: CFM (m ³ /min)	264.86 (7.50)
Max Exhaust Back Pressure: in. H ₂ O (kPa)	40.94 (10.20)
Exhaust Outlet Size: in. (mm)	1.65 (42.00)

Sound Level

Open Unit Without Exhaust: dBA 3.2 ft (1M)	76
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Filters and Quantity

Air Cleaner Quantity	1
Oil Filter(s) Quantity	1
Fuel Filter(s) Quantity	2

Fuel Consumption - 125°C

At 100% of Power Rating: gal/hr (L/hr)	2.19 (8.30)
At 75% of Power Rating: gal/hr (L/hr)	1.61 (6.10)
At 50% of Power Rating: gal/hr (L/hr)	1.29 (4.90)
At 25% of Power Rating: gal/hr (L/hr)	N/A

Fuel Consumption - 105°C

At 100% of Power Rating: gal/hr (L/hr)	N/A
At 75% of Power Rating: gal/hr (L/hr)	N/A
At 50% of Power Rating: gal/hr (L/hr)	N/A
At 25% of Power Rating: gal/hr (L/hr)	N/A

Cooling System

Heat Rejection to Radiation: kW (BTUM)	7.20 (409.46)
Rejection to Coolant & Oil: kW (BTUM)	37.7 (2144.0)
Coolant Flow: gal/min (L/min)	14.85 (56.20)

GENERAL GUIDELINES FOR DERATION: Altitude: Derate 0.5% per 100m (328 ft.) Elevation above 1000m (3279 ft.) Temperature: Derate 1.0% per 10°C (18°F) temperature above 25°C (77°F)

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor.

125° RATINGS: 125° apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046/1, BS 5514, AS 2789, and DIN 6271.

105° RATINGS: 105° ratings apply to installations where utility power is unavailable or unreliable. At varying load the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO-8528/1, overload power in accordance with ISO-3046/1, BS5514, AS2789, and DIN 6271. For limited running time and base load ratings consult the factory. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

Alternator Data

Manufacturer	Marathon
Type	PMG
Insulation NEMA Rise/Temp	NEMA N/125°C
Hertz	60
Phase	3
RPM	1800
Leads	12
Amortisseur Windings	Full
CFM Cooling Required	250
Voltage Regulator	SE350
Sensing	Single Phase
Voltage Regulation, No Load - Full Load	0.5%

Features

- NEMA MG1-32, BS5000, and IEC 34-1 compliant; CE & CSA Certified and UL Listed
- Self-ventilated and drip proof construction
- Two-thirds pitch stator and skewed rotor
- Wet wound, epoxied field windings
- Designed to withstand overspeeds of up to 125%
- Analog voltage regulator
- Easy access front-panel adjustments
- Under-frequency, stability and voltage adjustments
- Internal provisions for automatic voltage build up from generator residual voltage
- Electromagnetic interference filter

Alternator Data

Manufacturer	Stamford
Type	Self-Excited
Insulation NEMA Rise/Temp	NEMA H/125°C
Hertz	60
Phase	3
RPM	1800
Leads	12
Amortisseur Windings	Full
CFM Cooling Required	340
Voltage Regulator	AS480
Sensing	Single Phase
Voltage Regulation, No Load - Full Load	1.0%

Features

- BS EN 60034, BS5000, VDE 0530, NEMA MG1-32, IEC34, CSA C22.2-100, and AS1359 compliant
- IP23 enclosure
- Dynamically balanced to exceed BS6861:Part 1 Grade 2.5 vibration standard
- Quality assurance to BS EN ISO 9001
- Self-ventilated and drip proof construction
- Two-thirds pitch stator and skewed rotor
- Heavy duty bearings
- Fully guarded
- Overexcitation protection
- Under frequency protection
- Overload protection
- Paralleling compatible
- Single-phase sensing



DGC2020 Digital Controller

- Integrated engine-genset control, protection, and metering
- Microprocessor allows for exact measurement, setpoint adjustment, and timing functions
- Front panel 3 position controls and indicators enable quick and simple operation
- Emergency stop push button and an Alarm Horn with silence button
- A wide temperature-range liquid crystal display (LCD) with backlighting
- SAE J1939 Engine ECU communications
- Remote RS-485 communications for Optional RDP-110 Remote Annunciator
- 4 programmable contact inputs and 10 contact outputs (2 ADC rated)
- Modbus Communications with RS-485, Battery Backup for Real Time Clock, UL recognized, CSA certified, CE approved, HALT (Highly Accelerated Life Tests) tested
- IP 54 Front Panel rating with integrated gasket and NFPA 110 Level 1 Compatible.
- Manual Override Keyswitch



Analog Controller with Emergency Bypass Key Switch

- Automatic CANBUS Engine Control
- Oil Pressure, Water Temperature, Battery Voltage and RPM Gauges
- Automatic Gauge Zeroing on Shutdown
- AC Voltage, Frequency, Percent of Load, and Run-Time Metering
- 3-Position Auto-Off-Manual Control Switch
- LED Status Lights: Low Oil Pressure, High Temperature, Overcrank, Overspeed, & Engine Start



Standard Features:

Warranty

2 Year Standard
5 Year Comprehensive

- Heavy Duty Steel Base
- Vibration Isolators
- Oil Drain Valve with Extension
- Battery Rack & Cables
- High Ambient Unit Mounted Radiator
- Battery Charging Alternator
- Factory Powder Coating
- Factory Test
- Owner's Manual

Controller Options

DGC-2020HD Controller
Fiber Optic Ethernet (DGC-2020HD)
RS-232 Port & Generator Protection (DGC-2020)
Flush or Surface Mount Remote Annunciator
Remote Mount Break Glass E-Stop Switch

Miscellaneous Options:

- Battery Charger
- Coolant Drain Kit
- Block Heater
- Line Circuit Breaker
- Pad Type Battery Heater
- Battery Heater Blanket w/Thermostat
- Oil Pan Heater
- Generator Strip Heater

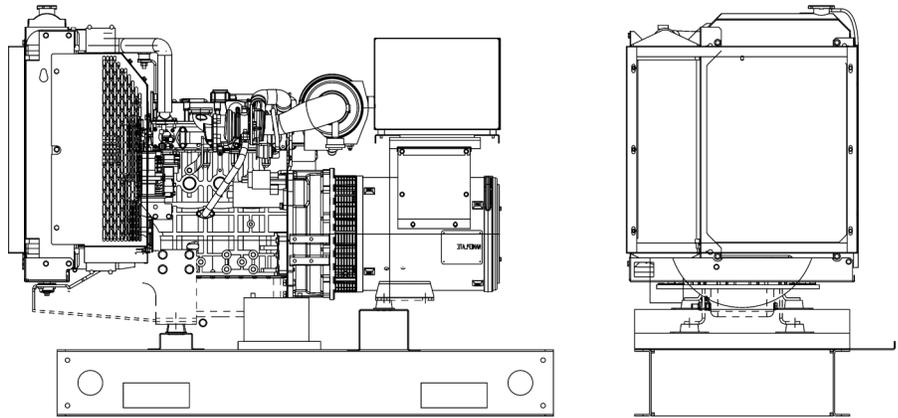
Open Unit

Options:

- Radiator Duct Flange
- Flex Exhaust
- Critical Silencer
- Sub-Base Fuel Tank

OVERALL SIZE: 64"L x 26"W x 55"H
 Approximate Weight: 1,250 lbs.

Note: Dimensions and weights reflect standard open unit with no options and are subject to change.



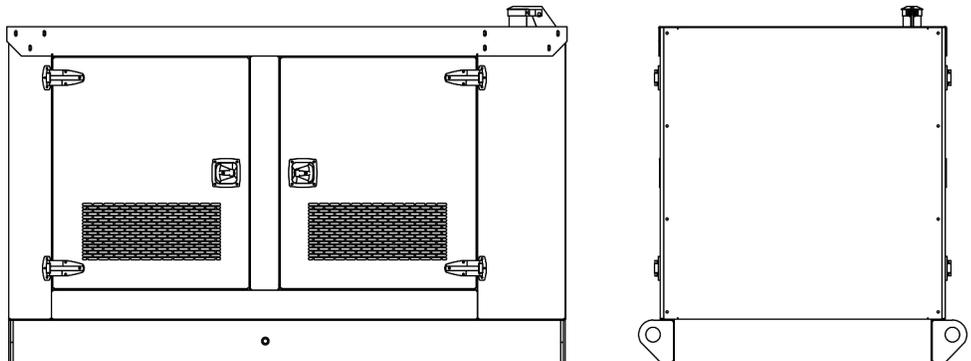
Standard Enclosed Unit

Options:

- Sound Attenuated Enclosure
- Load Center, Lights & GFI Receptacle
- Sub-Base Fuel Tank

OVERALL SIZE: 78"L x 46"W x 46"H
 Approximate Weight: 1,600 lbs.

Note: Dimensions and weights reflect standard enclosed unit with no options and are subject to change.



Note: The above drawings are provided for reference only and should not be used for planning installation. Contact your local distributor for more information.



80 ekW – 100 ekW

60 Hz

Standby	Prime
80 ekW	72 ekW
100 ekW	90 ekW

Image shown may not reflect actual configuration

BENEFITS & FEATURES

CAT[®] GENERATOR SET PACKAGE

Cat generator set packages have been fully prototype tested and certified torsional vibration analysis reports are available. The packages are designed to meet the NFPA 110 requirement for loading, conform to the ISO 8528-5 steady state and fill transient response requirements.

CAT DIESEL ENGINES

The four-cycle Cat diesel engine combines consistent performance with excellent fuel economy and transient response that meets or exceeds ISO 8528-5. The engines feature a reliable, rugged, and durable design that has been field proven in thousands of applications worldwide in emergency standby installations.

COOLING SYSTEM

The cooling system has been designed and tested to ensure proper generator set cooling, and includes the radiator, fan, belts, and all guarding installed as standard. Contact your Cat dealer for specific ambient and altitude capabilities.

GENERATORS

The generators used on Cat packages have been designed and tested to work with the Cat engine. The generators are built with robust Class H insulation and provide industry-leading motor starting capability and altitude capabilities.

EMCP CONTROL PANELS

The EMCP controller features the reliability and durability you have to come to expect from your Cat equipment. The EMCP 4 is a scalable control platform designed to ensure reliable generator set operation, providing extensive information about power output and engine operation. EMCP 4 systems can be further customized to meet your needs through programming and expansion modules.

SPECIFICATIONS

ENGINE SPECIFICATIONS

Engine Model	Cat [®] C4.4 In-line 4, 4-cycle diesel
Bore x Stroke	105mm x 127mm (4.1 in x 5.0 in)
Displacement	4.4 L (269 in ³)
Compression Ratio	18.2:1
Aspiration	Turbocharged
Fuel Injection System	Common Rail
Governor	ADEM [™]
Emission Certifications	US EPA TIER III Non-Road

GENERATOR SET SPECIFICATIONS

Alternator Design	Brushless Single Bearing, 4 Pole
Stator	2/3 Pitch
No. of Leads	12
Available Voltage Options	600V/480V/240V/208V
Frequency	60Hz
Alternator Voltage	12V
Alternator Insulation & IP	Class H; IP23
Standard Temperature Rise	125/130 Deg C
Available Excitation Options	Self-Excited, AREP
Voltage Regulation, Steady State +/-	≤0.5%

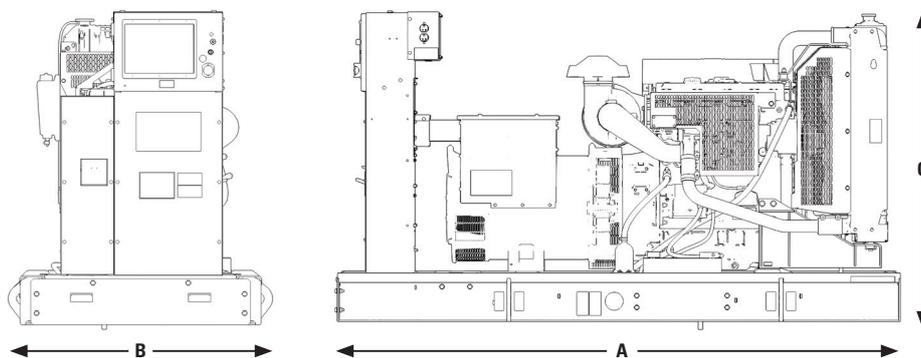
STANDARD EQUIPMENT

Air inlet system	Aftercooler core
Control panels	EMCP4.2 control panel
Cooling system	Radiator and cooling fan complete with protective guards Standard ambient temperatures up to 50degC (122degF) 50% coolant antifreeze/corrosion inhibitor Coolant Reservoir
Fuel system	Primary & secondary fuel filters Fuel priming pump Flexible fuel lines
Generators and generator attachments	Brushless, self-excited 2/3 pitch, random wound IP23 Protection Insulation Class H and temperature rise Integrated Voltage Regulator
Governing system	Cat Electronic Governor (ADEM A4)
Protection System	Safety Shutoff – Low Oil Pressure Safety Shutoff – Overspeed Coolant Level Sensor
Starting/charging system	12-Volt Electric Starting Motor Batteries with rack & cables
General	Paint – Caterpillar Yellow except rails and radiators gloss black

OPTIONAL EQUIPMENT

Air inlet system	Cartridge type air filter
Exhaust	Silencer System 10, 25, 35 dBA
Control panels	Remote Annunciators NFPA110 bundle Oil temp gauge & sender Earth (Ground) Fault Relay Discrete i/o module
Circuit Breakers	3-Pole 100% Rated – Single & Dual breaker combination
Enclosures	Sound Attenuated (SA) – Level 1 & Level 2 Weather Protective Aluminum SA Enclosure
Cooling system	Radiator Stone guards Radiator transition flange
Fuel System	Sub Tank Bases: 209, 394 Gal
Generators and generator attachments	AREP
Starting/charging system	Standard Battery Set
Certifications	IBC Seismic & Wind Certifications
General	Tool Set

WEIGHTS & DIMENSIONS



Note: General configuration not to be used for installation. See general dimension drawings for detail.

Standby Ratings (Model)	Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Generator Set Weight [†] kg (lb)
C4.4 (D80)	2362 (93)	1110 (44)	1304 (51)	1130 (2491)
C4.4 (D100)	2362 (93)	1110 (44)	1304 (51)	1166 (2570)

[†]Weight includes: Oversize generator, skid base, circuit breaker, oil, and coolant



Image shown may not reflect actual configuration

INTEGRAL & SUB BASE FUEL TANKS

Features

- UL Listed for United States (UL 142) and Canada (CAN/ULC S601)
- Facilitate compliance with NFPA 30 code, NFPA 37 and 110 standards and CSA C282 code and B139-09 standard
- Welded, heavy steel gauge construction with a containment basin sized as a minimum 110% of the tank
- Gloss black polyester triglycidyl isocyanurate
- (TGIC) powder coating
- Dedicated external customer interface area with access to the 4" (101.6 mm) fuel fill, visual level gauge, normal and emergency vents
- Rear electrical stub-up area with removable access panel
- Removable engine supply and return dip tubes
- Two additional 1" (25.4 mm) ports for customer use
- Tanks are rated to safely support the weight of the generator
- 8 gal (30.3 L) drip pan for oil and coolant (for generator sets up to 60 ekW only)
- Standard NPT tank fittings
- UL listed emergency vents sized as per UL standards 3" (76.2 mm), 4" (101.6 mm), and 5" (127 mm) NPT
- Normal atmospheric vent 1 – 1/4" (31.75 mm)
- Top-mounted fuel level sensor with control panel alarms
- Top-mounted leak detection switch
- Lockable fuel fill cap, 4" (101.6 mm) NPT

Description

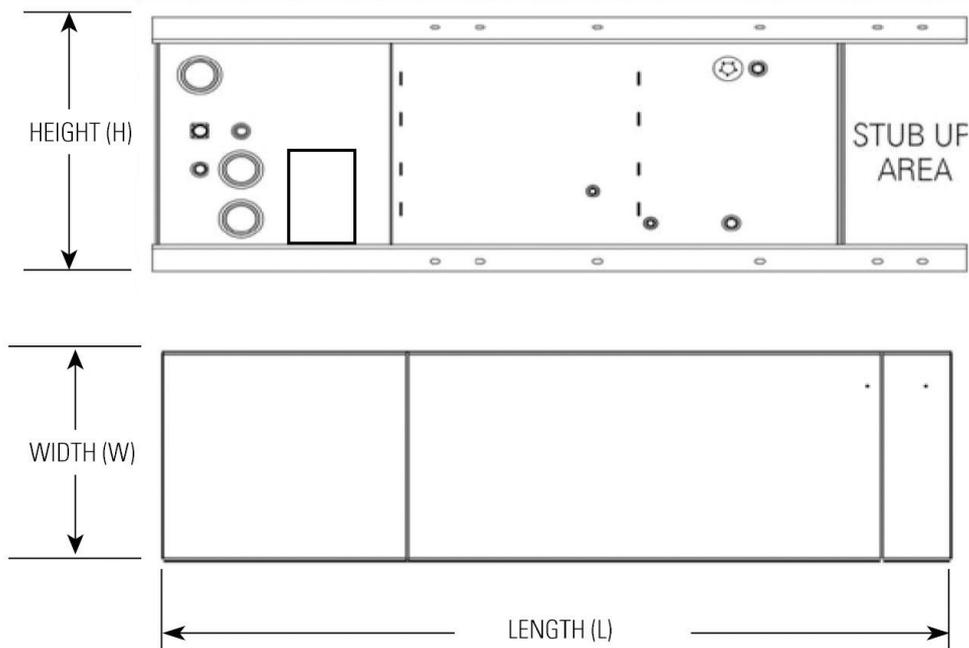
- Dual wall, secondary containment
- Pressure tested to UL requirements
- Fuel tank mounts directly below generator skid base
- Modular tank design is compatible with all factory units open and enclosed

Options

- Emergency vent and normal vent extension kits 12' (3.66 m)
- 5 gal (18.9 L) spill containment
- Overfill prevention valve
- Tank riser to allow for visual secondary containment leak inspection
- Drop tube

Sub-Base Fuel Tank Capacities with Fuel Tank Dimensions

Engine Model	Tank Feature Code	Generator Set Rating ekW	Est. Run Time hrs	Fillable Capacity		Usable Capacity		Vent in	Length 'L'		Width 'W'		Height 'H'		Weight (Dry)	
				L	gal	L	gal		mm	in	mm	in	mm	in	kg	lb
C4.4	FSBTC24	80	30	793	209	733	194	3	3447	135.7	1000	39.4	485	19.1	526	1160
		100	25										835	32.9		
	FSBTD48	80	58	1492	394	1432	378	4					835	32.9	739	1629
		100	49													



Tanks are UL Listed and constructed in accordance with UL Standard for Safety UL142, Steel Aboveground Tanks for Flammable and Combustible Liquids and Canada CAN/ULC Fabricated Steel above ground Horizontal Tanks for Flammable and Combustible Liquids.

Fuel tanks facilitate compliance with the following United States NFPA Code and Standards:

NFPA 30: Flammable and Combustible Liquids code

NFPA 37: Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines.

NFPA 110: Standard for Emergency and Standby Power Systems

Fuel tanks facilitate compliance with the following Canadian Standard and Code:

CSA C282 – Emergency Electrical Power Supply for Buildings.

CSA B139-09 – Installation Code for Oil-Burning Equipment.



Image shown may not reflect actual configuration

Weather Protective and Sound Attenuated Enclosures

60 Hz

Features

Robust/Highly Corrosion Resistant Construction

- Stainless steel flush fitting latches and hinges tested and proven to withstand extreme conditions of corrosion
- Zinc plated or stainless steel fastener

Excellent Access

- Single side access for service and controls
- All non-service sides have removable doors and/or panels
- Radiator fill access
- Lube oil and coolant drains piped to the exterior of the enclosure base
- Large cable entry area for installation ease
- Double doors on both sides
- Vertically hinged doors with solid bar door stays to hold doors in place when open

Security and Safety

- Lockable access doors which give full access to control panel and breaker
- Cooling fan and battery charging alternator fully guarded
- Fuel fill, oil fill, and battery can only be reached via lockable access
- Stub-up area is rodent proof

Transportability

- These enclosures are of extremely rugged construction to withstand outdoor exposure and rough handling common on many construction sites. The sound deadening material is of a self-extinguishing design.
- This range of enclosures are designed on modular principles with many interchangeable components permitting on site repair.

Options

- Weather Protective – constructed with 16 gauge steel; industrial silencer mounted within the main enclosure body
- Sound Attenuated Level 1 – constructed with 16 gauge steel; weather protective with critical silencer – silencer mounted in separate upward discharging radiator hood
- Sound Attenuated Level 2 – constructed with 16 gauge steel; weather protective with critical silencer and 100% lined with sound deadening material – silencer mounted in separate upward discharging radiator hood
- Sound Attenuated Aluminum constructed with 14 gauge Aluminum 5052 grade. Weather protective with critical silencer and 100% lined with sound deadening material – silencer mounted in separate upward discharging radiator hood.
- Caterpillar Yellow* or white paint
- UL Listed sub base tanks
- Externally mounted emergency stop button
- Seismic certification per applicable building codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010
- IBC certification for 180 mph wind loading

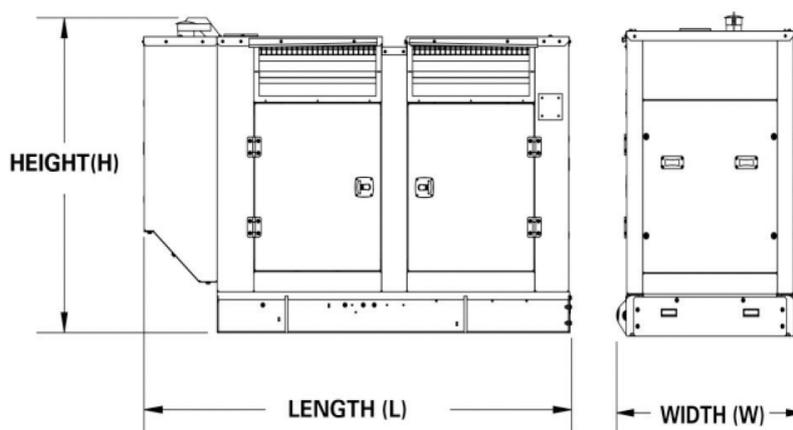
*Not available with Aluminium enclosures

Enclosure Sound Pressure Levels (SPL) at 100%

Weather Protective Enclosure		Cooling Air Flow Rate		SPL @7m (23ft)
Model	Standby ekW	m ³ /s	cfm	dBA
D80-8	80	3.2	6696	79
D100-8	100	3.6	7564	81
SA Level 1 Enclosure				
Model	Standby ekW	m ³ /s	cfm	dBA
D80-8	80	3.2	6696	78
D100-8	100	3.2	6696	78
SA Level 2 Enclosure				
Model	Standby ekW	m ³ /s	cfm	dBA
D80-8	80	3.2	6696	75
D100-8	100	3.2	6696	76
SA Aluminum Enclosure				
Model	Standby ekW	m ³ /s	cfm	dBA
D80-8	80	3.2	6696	73
D100-8	100	3.2	6696	74

Note: The sound pressure level data shown above is quoted as free field and is for guidance only Actual levels produced may vary according to site conditions

Enclosure Dimensions & Weights



Model	Standby ekW	WP Industrial		SA Level 1		SA Level 2		SA Aluminum	
		kg	lb	kg	lb	kg	lb	kg	lb
D80-8	80	263	580	313	690	321	708	142	312
D100-8	100								

Enclosure Dimensions: Skid Bases

Engine Model	Generator Set Rating ekW	Enclosure	Width 'W'		Length 'L'		Height 'H'	
			mm	in	mm	in	mm	in
C4.4	80	WP	1110	43.7	2523	99.3	1773	69.8
	100							
	80	SA Level 1, SA Level 2 and SA Aluminum	1110	43.7	2891	113.8	1852	72.9
	100							

Enclosure Dimensions: UL Listed Sub Tank Base

Engine Model	Generator Set Rating ekW	Enclosure	209 Gallon Sub Base Tank				394 Gallon Sub Base Tank			
			Length 'L'		Height 'H'		Length 'L'		Height 'H'	
			mm	in	mm	in	mm	in	mm	in
C4.4	80	WP	3447	135.7	2258	88.9	3447	135.7	2608	102.7
	100									
	80	SA Level 1, SA Level 2 and SA Aluminum	3447	135.7	2337	92.0	3447	135.7	2687	105.8
	100									

Note: Weight includes oil and coolant but not fuel

Ref: WPIA, WPIB, WPIC, SATCBA, SATCBB, SAT, CBC, SATFBA, SATFBB, SATFBC, ENCAL02, ENCAL03, ENCAL04

EMCP 4 CONTROL KEY FEATURES

EMCP 4 control features

- Run/Auto/Stop Control
- Speed and Voltage Adjust
- Engine Cycle Crank
- 24-volt DC operation
- Environmental sealed front face
- Text alarm/event descriptions

Digital indication for:

- RPM
- DC volts
- Operating hours
- Oil pressure (psi, kPa or bar)
- Coolant temperature
- Volts (L-L & L-N), frequency (Hz)
- Amps (per phase & average)
- kW, kVA, kVAR, kW-hr, %kW, PF (4.2 only)

Warning/shutdown with common LED indication of:

- Low oil pressure
- High coolant temperature
- Overspeed
- Emergency Stop
- Failure to start (overcrank)
- Low coolant temperature
- Low coolant level



Programmable protective relaying functions:

- Generator phase sequence
- Over/Under voltage (27/59)
- Over/Under Frequency (81 o/u)
- Reverse Power (kW) (32) (4.2 only)
- Reverse reactive power (kVAR) (32RV)
- Overcurrent (50/51)

Communications:

- 4 digital inputs & 4 relay outputs (4.1)
- 6 digital inputs & 8 relay outputs (4.2)
- 12 digital inputs & 8 relay outputs (4.4)
- Customer data link (Modbus RTU) (4.2 only)
- Accessory module data link (4.2 only)
- Serial annunciator module data link (4.2 only)
- Emergency stop pushbutton

Compatible with the following:

- Digital I/O module
- Local Annunciator
- Remote CAN annunciator
- Remote serial annunciator

FINANCING

Caterpillar offers an array of financial products to help you succeed through financial service excellence. Options include loans, finance lease, operating lease, working capital, and revolving line of credit. Contact your local Cat dealer for availability in your region.

WORLDWIDE PRODUCT SUPPORT

Cat dealers provide extensive post-sale support including maintenance and repair agreements. Cat dealers have over 1,800 dealer branch stores operating in 200 countries. The Caterpillar[®] SOSSM program effectively detects internal engine component condition, even the presence of unwanted fluids and combustion by-products.

LET'S DO THE WORK.™

Cat® D125 GC

Diesel Generator Sets



Standby : 60 Hz



Image shown might not reflect actual configuration.

Engine Model	Cat® C7.1 In-line 6, 4-cycle diesel
Bore x Stroke	105 mm x 135 mm (4.1in x 5.3 in)
Displacement	7.01 L (428 in ³)
Compression Ratio	16.7:1
Aspiration	Turbocharged Air-to-Air-Aftercooled
Fuel Injection System	Electronic, Common Rail
Governor	Electronic

Model	Standby	Emission Strategy
D125 GC	125 ekW	EPA TIER III

PACKAGE PERFORMANCE

Performance	Standby
Frequency	60 Hz
Genset Power Rating	156.3 kVA
Genset power rating with fan, 3p@ 0.8 & 1p@1.0 power factor	125 ekW
Performance Number	P4392A-00
Fuel Consumption	
100% load with fan, L/hr (gal/hr)	37.8 (10.0)
75% load with fan, L/hr (gal/hr)	30.3 (8.0)
50% load with fan, L/hr (gal/hr)	21.9 (5.8)
Cooling System ¹	
Radiator air flow restriction (system), kPa (in. Water)	0.12 (0.48)
Engine coolant capacity, L (gal)	9.5 (2.5)
Radiator coolant capacity, L (gal)	11.5 (3.0)
Total coolant capacity, L (gal)	21.0 (5.5)
Inlet Air	
Combustion air inlet flow rate, m ³ /min (cfm)	14.4 (508.5)
Max. Allowable Combustion Air Inlet Temp, °C (°F)	51 (124)
Exhaust System	
Exhaust stack gas temperature, °C (°F)	450 (843)
Exhaust gas flow rate, m ³ /min (cfm)	29.9 (1056)
Exhaust system backpressure (maximum allowable) kPa (in. water)	15.0 (60.2)
Heat Rejection	
Heat rejection to exhaust (total) kW (Btu/min)	128.0 (7496)
Heat rejection to aftercooler, kW (Btu/min)	32.0 (2138)
Heat rejection to atmosphere from engine, kW (Btu/min)	28.0 (1649)

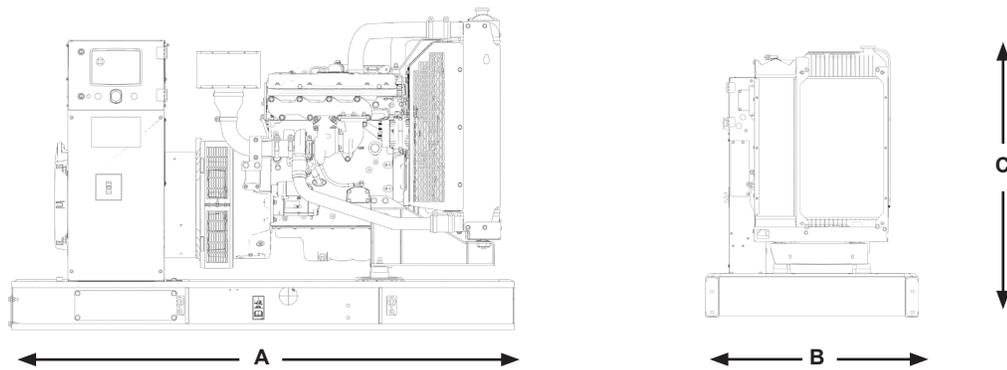
D125 GC Diesel Generator Sets

Electric Power



Emissions (Nominal) ²	Standby		
NOx + HC, g/kW-hr	4.0		
CO, g/kW-hr	1.0		
PM, g/kW-hr	0.2		
Alternator ³			
Voltages	480V	208V	600V
Motor starting capability @ 30% Voltage Dip, skVA	235	199	326
Current Amps	188	434	150
Frame Size	M2254L4	M2256L4	M2254L4
Excitation	SE	SE	AREP
Temperature Rise, °C	130	105	130

WEIGHTS & DIMENSIONS



Note: General configuration not to be used for installation. See general dimension drawings for detail.

Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
2634 (103.7)	1300 (51.2)	1402 (52.2)	1406 (3099)

APPLICABLE CODES AND STANDARDS:

AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC.

Note: Codes may not be available in all model configurations. Please consult your local Cat Dealer representative for availability.

STANDBY: Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

PRIME: Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year.

RATINGS: Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

DEFINITIONS AND CONDITIONS

¹ For ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to existing restriction from factory.

² Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NOx. Data shown is based on steady state operating conditions of 77° F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 BTU/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.

³ UL 2200 Listed packages may have oversized generators with a different temperature rise and motor starting characteristics. Generator temperature rise is based on a 40° C ambient per NEMA MG1-32.

LET'S DO THE WORK.™

LEHE2664-01 (01/21)

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Integral Fuel Tanks D40 GC – D200 GC

Image show might not reflect actual product

Features

- UL Listed for United States (UL 142) and Canada (CAN/ULC S601)
- Facilitates compliance with NFPA 30 code, NFPA 37 and 110 standards and CSA C282 code
- Dual wall
- Low fuel level warning standard, customer configurable warning or shutdown
- Primary tank leak detection switch in containment basin
- Tank design provides capacity for thermal expansion of fuel
- Fuel supply dip tube is positioned so as not to pick up fuel sediment
- Fuel return and supply dip tube is separated by an internal baffle to prevent immediate re-supply of heated return fuel
- Pressure washed with an iron phosphate solution
- Interior tank surfaces coated with a solvent-based thin-film rust preventative
- Heavy gauge steel gussets with internal lifting rings
- Primary and secondary tanks are leak tested at 20.7 kPa (3 psi) minimum
- Compatible with open packages and enclosures
- Gloss black polyester alkyd enamel exterior paint
- Welded steel containment basin (minimum of 110% of primary tank capacity)
- Direct reading fuel gauge with variable electrical

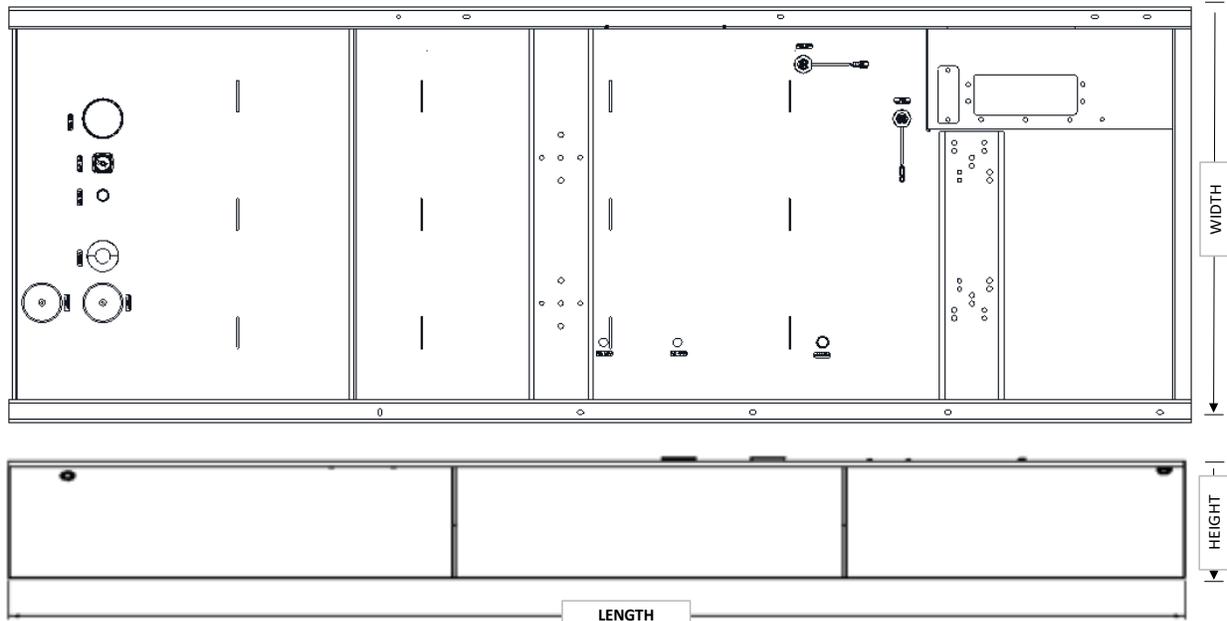
Integral

- Integral diesel fuel tank is incorporated into the generator set base frame
- Robust base design includes linear vibration isolators between tank base and engine generator.

Options

- Audio/visual fuel level alarm panel
- 5 gal (18.9L) spill containment
- Fuel tank fill pipe and lockable cap
- Overfill prevention Valve

Integral Fuel Tank Base Useable Capacities with Fuel Tank Dimensions & Weights



The heights listed above do not include lumber used during manufacturing and shipping

A. Open Set & Sound Attenuated Enclosure

Standby	Feature Code	Total Capacity		Useable Capacity	
		Litre	Gallon	Litre	Gallon
40-60	FTDW044	523	138.2	466	123.1
80-100	FTDW043	769	203.1	690	182.3
125-200	FTDW045	1511	399.2	1355	357.9

Standby	Feature Code	Tank Only								Overall Package Height with Tank			
		Dry Weight		Height 'H'		Length 'L'		Width		Open		Enclosure	
eKW		kg	lb	mm	in	mm	in	mm	in	mm	in	mm	in
40-60	FTDW044	387.5	853.2	365	14.4	2708	106.6	1100	43.3	1384	54.5	1496	58.9
80-100	FTDW043	462.5	1019.6	440	17.3	3035	119.5	1100	43.3	1583	62.3	1673	65.9
125-200	FTDW045	736.1	1622.8	555	21.9	3670	144.5	1300	51.2	1847	72.7	1925	75.8

Time (Hours)

Tank Design	Feature Code	Standby Ratings (kVA)						
		ekW	100%		75%		50%	
			Hrs	L/hr	Hrs	L/hr	Hrs	L/hr
Integral Tank	FTDW044	40	33.5	13.9	43.1	10.8	57.5	8.1
		50	27.7	16.8	36.4	12.8	50.1	9.3
		60	24.0	19.4	27.7	16.8	35.6	13.1
	FTDW043	80	29.1	23.7	36.3	19.0	49.6	13.9
		100	24.0	28.8	29.7	23.2	40.1	17.2
	FTDW045	125	35.8	37.8	44.7	30.3	61.9	21.9
		150	31.5	43.0	38.8	34.9	54.2	25.0
		175	26.5	51.2	32.3	41.9	47.4	28.6
		200	24.0	56.4	29.6	45.8	41.6	32.6

Tanks include RH stub-up area directly below the circuit breaker or power terminal strips.

Fuel tanks and applicable options facilitate compliance with the following United States NFPA Code and Standards:

NFPA 30: Flammable and Combustible Liquids Code

NFPA 37: Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines

NFPA 110: Standard for Emergency and Standby Power Systems

Fuel tanks and applicable options facilitate compliance with the following Canadian Standard and Code:

CSA C282 – Emergency Electrical Power Supply for Buildings

CSA B139-09 – Installation Code for Oil-Burning Equipment

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LET'S DO THE WORK.™



D40 GC - D200 GC Sound Attenuated Level 2 Enclosures

60 Hz:40 ekW - 200 ekW

Image shown might not reflect actual configuration

Features

Robust/Highly Corrosion Resistant Construction

- Factory installed on skid base or 24hr Integral fuel tank
- Caterpillar white paint
- Environmentally friendly, polyester powder baked paint
- 18 gauge steel minimum.
- Zinc plated fasteners
- Stainless steel hinges
- Internally mounted exhaust silencing system
- Designed and tested to comply with UL 2200 Listed generator set package
- Comply with ASCE /SEI 7 for Wind Loads up to 100mph
- Optional seismic certification offered
- Compression door latches providing solid door seal

Excellent Access

- Large cable entry area for installation ease
- Accommodates side mounted single or multiple breakers
- Single door on left hand side
- Dual doors on right hand side
- Doors vertically hinged allow 180° opening rotation
- Doors capable of lift off at 90° opening rotation
- For non-routine service access are removeable panels
- Lube oil drain valve standard with coolant drain and valve piped to the exterior of the enclosure base
- Radiator fill cover

Security and Safety

- Lockable (keyed or padlock) doors which give full access to control panel and breaker
- Cooling fan and battery charging alternator fully guarded
- Fuel fill, oil fill and battery can only be reached via lockable access
- Optional externally mounted emergency stop button
- Designed for spreader bar lifting to ensure safety
- Stub-up area is rodent proof

Options

- Skid base compatible
- UL Listed integral fuel tank with 24 hour running time capacity
- DC lighting package

Enclosure Package Operating Characteristics

A. Sound Attenuated- Level 2

Model	Hz	ekW	SB	Sound Pressure Levels dBA		Air Flow Rate		Ambient Capability* @100% Load	
				7m (23ft)		m ³ /s	cfm	°C	°F
				100% Load					
D40 GC	60	40	SB	67.7		1.5	3178.3	60	140
D50 GC	60	50	SB	68.6		1.5	3178.3	54	129
D60 GC	60	60	SB	69.6		1.5	3178.3	48	118
D80 GC	60	80	SB	74.9		3.5	7416.1	60	140
D100 GC	60	100	SB	76.4		3.5	7416.1	52	126
D125 GC	60	125	SB	74.8		3.4	7204.2	61	142
D150 GC	60	150	SB	75.4		3.4	7204.2	54	129
D175 GC	60	175	SB	79.3		4.1	8687.4	49	120
D200 GC	60	200	SB	79.5		4.1	8687.4	44	111

*TBD - To be determined - Data will be released soon

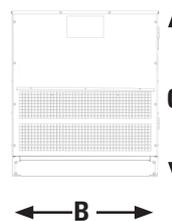
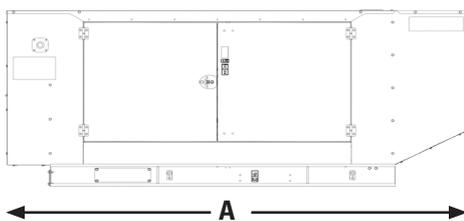
*Cooling system performance at sea level. Consult your Cat[®] dealer for site specific ambient and altitude capabilities.

Note: Sound level measurements are subject to instrumentation, installation and manufacturing variability, as well as ambient site conditions.

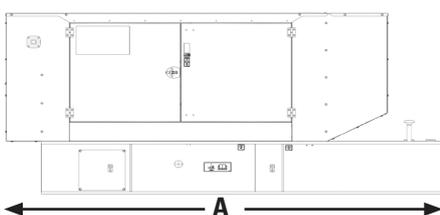
B. Component Weights to Calculate Package Weight

Standby ekW	Wide Skid Base		Sound Attenuated Enclosure (Steel)	
	kg	lb	kg	lb
40-60	92.6	204.1	178.8	394.2
80-100	96.2	212.1	189.1	416.9
125-200	115.9	255.5	274.4	604.9

C. Weights & Dimensions



Sound Attenuated Enclosure on Skid Base



Sound Attenuated Enclosure on a UL Listed Integral Fuel Tank Base

*Note: For reference only – do not use for installation design. Please contact your local dealer for exact weights and dimensions

Enclosure Type	Standby ratings	Length, L		Width, W		Height, H		Package Weights	
	ekW	mm	in	mm	in	mm	in	kg	lb
Open Set on Skid (wide Base)	40	1976	77.2	1099.8	43.3	1219.2	48.0	837.7	1847
	50	1976	77.2	1099.8	43.3	1219.2	48.0	931.6	2054
	60	1976	77.2	1099.8	43.3	1219.2	48.0	905.8	1997
	80	2098	82.6	1099.8	43.3	1343.6	52.9	950.2	2095
	100	2098	82.6	1099.8	43.3	1343.6	52.9	1007.8	2222
	125	2634	103.7	1300.4	51.2	1402	55.2	1405.6	3099
	150	2634	103.7	1300.4	51.2	1402	55.2	1561.7	3443
	175	2634	103.7	1300.4	51.2	1490.9	58.7	1696.8	3741
	200	2634	103.7	1300.4	51.2	1490.9	58.7	1776.7	3917
Open Set on a UL Listed Integral Fuel Tank Base	40	2707.6	106.6	1099.8	43.3	1384.3	54.5	1536.3	3387
	50	2707.6	106.6	1099.8	43.3	1384.3	54.5	1630.2	3594
	60	2707.6	106.6	1099.8	43.3	1384.3	54.5	1604.3	3537
	80	3035.3	119.5	1099.8	43.3	1582.4	62.3	1914.1	4220
	100	3035.3	119.5	1099.8	43.3	1582.4	62.3	1972.2	4348
	125	3670.3	144.5	1300.4	51.2	1757.6	69.2	3207.8	7072
	150	3670.3	144.5	1300.4	51.2	1757.6	69.2	3363.3	7415
	175	3670.3	144.5	1300.4	51.2	1846.6	72.7	3498.5	7713
	200	3670.3	144.5	1300.4	51.2	1846.6	72.7	3578.4	7889
Sound Attenuated Enclosure on Skid Base	40	2456.1	96.1	1120.1	44.1	1330.9	52.4	1016.5	2241
	50	2456.1	96.1	1120.1	44.1	1330.9	52.4	1110.4	2448
	60	2456.1	96.1	1120.1	44.1	1330.9	52.4	1084.5	2391
	80	2768.6	109.0	1120.1	44.1	1432.5	56.4	1139.4	2512
	100	2768.6	109.0	1120.1	44.1	1432.5	56.4	1197.0	2639
	125	2633.9	103.7	1318.2	51.9	1569.7	61.8	1680.1	3704
	150	2633.9	103.7	1318.2	51.9	1569.7	61.8	1836.1	4048
	175	2633.9	103.7	1318.2	51.9	1569.7	61.8	1971.3	4346
	200	2633.9	103.7	1318.2	51.9	1569.7	61.8	2051.1	4522
Sound Attenuated Enclosure on a UL Listed Integral Fuel Tank Base	40	2931.1	115.4	1120.1	44.1	1496	58.9	1715.0	3781
	50	2931.1	115.4	1120.1	44.1	1496	58.9	1808.9	3988
	60	2931.1	115.4	1120.1	44.1	1496	58.9	1783.1	3931
	80	3256.2	128.2	1120.1	44.1	1673.8	65.9	2103.3	4637
	100	3256.2	128.2	1120.1	44.1	1673.8	65.9	2161.4	4765
	125	4008.1	157.8	1318.2	51.9	1925.3	75.8	3481.8	7676
	150	4008.1	157.8	1318.2	51.9	1925.3	75.8	3637.8	8020
	175	4008.1	157.8	1318.2	51.9	1925.3	75.8	3773.0	8318
	200	4008.1	157.8	1318.2	51.9	1925.3	75.8	3852.8	8494

*Note: Weights include genset, enclosure (where applicable), tank and fuel (where applicable)

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Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-B

Meeting Date: September 20, 2021

Prepared By: Don Wilcox

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2021-49 Approving a Reimbursement Agreement by and Between the Marina Coast Water District and the City of Marina for Rehabilitation of City Streets

Staff Recommendation: The Board of Directors adopt Resolution No. 2021-49 approving a Reimbursement Agreement between Marina Coast Water District and the City of Marina for Rehabilitation of city streets.

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

MCWD previously awarded the Regional Urban Water Augmentation Project (RUWAP) Distribution Pipelines to a local construction company Monterey Peninsula Engineering, Inc. (MPE). MCWD subsequently secured an Encroachment Permit from the City of Marina (City) for construction and pavement restoration within various City streets using City slurry seal and pavement markings (striping) standards.

The City has a separate project to perform a slurry seal on the roadways identified in the City’s Pavement Management Program as a roadway restorative/preventative maintenance measure. Staff recognized an opportunity to efficiently complete the City’s slurry seal project by “piggybacking” on the District’s public contract code-compliant procurement for slurry seal services for the RUWAP Project., and MPE has agreed to add Marina’s streets at the same unit cost as MCWD’s project bid unit price. This allows the City to take advantage of MCWD’s bid and provides additional work for MPE with an overall savings for the City.

Under the attached proposed Agreement, MCWD will contract all roadway slurry work in Marina and the City will reimburse MCWD for all costs associated with the City’s separate slurry seal project. At their regular meeting on September 9, 2021, the Marina City Council approved the agreement form and the not-to-exceed the amount of \$417,215, which includes 10% administrative cost to MCWD.

Discussion/Analysis: City staff have evaluated construction and administrative costs and conclude that the construction cost savings under this reimbursement agreement are due to a favorable unit price for slurry sealing in MCWD’s project, the economy of scale, and reduced City administrative expenditures (approximately \$220k) as a result of utilizing the District’s procurement and construction management processes as opposed to duplicating these efforts. Both agencies have collaborated on the attached reimbursement agreement, which assures the City the same quality control as the City employs and assures the District that all costs associated with applying a slurry seal to the additional Marina streets are fully recovered.

Environmental Review Compliance: The City of Marina Planning Division determined that this action is Categorical Exempt under CEQA Guidelines per Article 19, Section 15301, Class 1 because the project consists of repair and maintenance of existing public structures and facilities with no expansion of use.

Financial Impact _____ Yes X No Funding Source/Recap: 100% cost recovery via this agreement.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No 2021-49; Attachment 1 - Reimbursement Agreement; and Attachment 2 - City of Marina Resolution.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

September 20, 2021

Resolution No. 2021-49
Resolution of the Board of Directors
Marina Coast Water District

Approving a Reimbursement Agreement by and Between the Marina Coast Water District
and the City of Marina for Rehabilitation of City Streets

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on September 20, 2021, via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the District previously awarded the Regional Urban Water Augmentation Project (RUWAP) Distribution Pipelines Phase to local construction company Monterey Peninsula Engineering, Inc. (MPE), which project includes roadway slurry seal and striping to restore pavement as the final trench patch measure; and,

WHEREAS, the City of Marina has their separate project to perform slurry seal and striping to the roadways identified in the City’s Pavement Management Program as a roadway restorative/preventative maintenance measure; and,

WHEREAS, the City of Marina recognizes an opportunity to efficiently complete the City’s slurry seal project by “piggybacking” the District’s contract with MPE for slurry seal and striping work; and,

WHEREAS, both agencies have collaborated on the attached reimbursement agreement; and,

WHEREAS, the City of Marina Planning Division determined that this action is Categorically Exempt; and,

WHEREAS, Marina City Council approved the agreement form and not-to-exceed amount of \$417,215, which includes 10% administrative cost to MCWD, at their regular meeting on September 9, 2021.

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

1. Authorize the General Manager to execute a Reimbursement Agreement by and Between Marina Coast Water District and the City of Marina for Rehabilitation of City Streets; 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 September 20, 2021, 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 _____

Jan Shriner, 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. 2021-49 adopted September 20, 2021.

Remleh Scherzinger, Secretary

**REIMBURSEMENT AGREEMENT BY AND BETWEEN
MARINA COAST WATER DISTRICT AND THE CITY OF MARINA
FOR REHABILITATION OF CITY STREETS**

This Reimbursement Agreement (“Reimbursement Agreement”) is entered into this _____ day of _____, 2021, (the “Effective Date”) by and between the Marina Coast Water District, A California county water district (“MCWD”) and the City of Marina (the “City”), a California municipal corporation. MCWD and the City are sometime hereinafter individually referred to as “Party” and/or collectively referred to as the “Parties.”

RECITALS

- A. On June 15, 2020 MCWD approved the Regional Urban Water Augmentation Project (“RUWAP”) and since that date has engaged with various contractors and professionals for the purposes of RUWAP construction.
- B. City desires to have MCWD use MCWD’s existing contractors, which are in the process of resurfacing of certain roadways impacted by the RUWAP, for the purpose of resurfacing portions of City’s roadways which were not contemplated within the RUWAP approval and has obtained all required permits for such work (Encroachment Permit # 2354 & 2355). Those portions of the City’s roadways which are the subject of this Reimbursement Agreement are listed and shown on **EXHIBIT A**, attached hereto and incorporated herein by this reference (the “Project”).
- B. It is in the public interest for MCWD and the City to enter into this Reimbursement Agreement in order to coordinate the planning, construction and funding of the Project, thereby providing benefits to residents of the City and the general motoring public on the City’s streets.
- C. The Project is located within the jurisdictional boundaries of both Parties.
- D. The City desires to have MCWD’s RUWAP contractors develop and implement the Project, to coordinate the work of the Project and to reduce costs the City would otherwise incur were it to bid and hire its own contractors for the Project.
- E. MCWD will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement the Project on behalf of the City.

F. The Parties desire to define herein the terms and conditions under which said Project is to be administered coordinated, constructed, managed and financed.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Project Description

(a) MCWD has advertised, awarded, and is administering a public works contract for the RUWAP and will include the required change order(s) to include the work of the Project described in this Reimbursement Agreement. All work done in connection with the Project shall be performed in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations. The contract is subject to the prevailing wage requirements of the California Labor Code.

(b) The Project calls for resurfacing of the roadways listed and shown on **EXHIBIT A**, a total of 4.8 miles, which are owned and maintained by the City. MCWD has agreed to include and execute change orders such that the Project can be constructed by MCWD's RUWAP contractors, and City agrees that it will pay MCWD the amounts set forth in Section 3(a) of this Reimbursement Agreement. The roadways listed on **EXHIBIT A** are in need of rehabilitation given their current condition. Based on StreetSaver, the pavement management database used by the City, the average pavement condition index on these roadways is 67.

(c) The work to be performed under this Reimbursement Agreement will consist of mobilization, placing a slurry seal treatment and striping, traffic control associated with construction, and stormwater best management practices. The work to be performed is more fully described in the documents entitled "Scope of Work" and "Contractor's Quote" set forth in **EXHIBIT B**, attached hereto and by this reference made a part hereof.

2. MCWD'S Obligations.

(a) To administer construction of the Project. Administration shall include preparation of specifications, contract documents and cost estimates; notification of local businesses; coordination with various agencies as needed; obtaining permits; administering the

construction agreement; providing materials control; and making progress payments to the contractor.

(b) To provide the City with final specifications and contract documents for the Project.

(c) Not to authorize its contractors to perform work which would result in any additional cost above and beyond the agreed amount as set forth in this Reimbursement Agreement without prior agreement and written approval from the City, which shall not be unreasonably withheld.

(d) To cause the contractor to provide a written warranty period of one (1) year from the acceptance date.

(e) To cooperate with the City should the City raise any reasonable issues concerning the contractor's work that requires correction prior to acceptance or within the warranty period, provided MCWD is reimbursed any reasonable expenses in connection with this obligation.

3. City's Obligations.

(a) To pay the City's agreed-upon Project costs to MCWD, including MCWD's engineering, construction and other administrative services. City's agreed-upon Project cost payable to MCWD shall not exceed the amount of Four Hundred Seventeen Thousand Two hundred fifteen Dollars (\$417,215.00). This shall include a unit price of \$3 per square yard of slurry application not to exceed \$364,786.00 for construction, \$14,500.00 for construction management services, and a 10% administrative cost to MCWD.

(b) To pay MCWD the Project costs within fifteen (15) business days of receiving and approving the detailed invoice from MCWD provided the following conditions are met:

1. The Project has been completed and the City has provided MCWD with written acceptance of the work; and
2. The detailed invoice sets for the cost of construction of all Project work, based on the actual contract unit prices paid and negotiated change orders(s), if any.

(c) City, at City's own cost and expense, shall comply with all California Environmental Quality Act ("CEQA") laws and regulations with regards to City's approval of the Project. City agrees to defend, indemnify, hold harmless and release MCWD, its officers, employees, attorneys, or agents from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul, in whole or in part, the City's approval of the Project or environmental documents submitted to support it.

4. Billing Disputes. The City shall submit any billing dispute in writing to MCWD within fifteen (15) calendar days after receipt of the invoice. The Parties shall endeavor to timely resolve any such dispute and thereby allow payment of the balance due within a reasonable amount of time, although in the event of an unresolved dispute, City shall pay the invoice amount to MCWD within thirty (30) business days of receipt of invoice while the parties continue to resolve the dispute.

5. No Pledging of Either Party's Credit. Under no circumstances shall either MCWD or the City have authority or power to pledge the credit of the other public entity or incur obligation in the name of the other public entity.

6. Term. Unless otherwise modified by a written amendment to this Reimbursement Agreement, the term of this Reimbursement Agreement shall be one (1) year from the Effective Date or until the Project acceptance by both parties and final payments of all outstanding balances.

7. Ownership and Maintenance.

(a) Upon completion and acceptance by the City of all work under this Reimbursement Agreement, ownership and title to all materials, equipment and appurtenances installed as a part of the Project will be vested in the City, and no further agreement will be necessary to transfer ownership.

(b) This Reimbursement Agreement does not change or delegate any authority or responsibility between MCWD and the City regarding any roadway maintenance, operation or further repair responsibility.

8. Independent Contractor. Any contractor(s) hired by either Party to perform the work included in the Project shall not be an agent or employee of either Party and will perform such work as an independent contractor. All persons employed by or contracted with such

contractor(s) to furnish labor and/or materials in connection with the work of the Project shall not be employees of either Party in any respect.

9. Insurance. It is mutually understood that during the term of the construction activities on the Project, MCWD will require the contractor to carry commercial general liability in amounts of not less than Two Million Dollars (\$2,000,000.00); automobile liability in an amount of not less than One Million Dollars (\$1,000,000.00); and a Workers' Compensation/Employer's Liability Insurance policy in accordance with California statutory limits for workers' compensation coverage and in an amount no less than One Million Dollars (\$1,000,000) for employer's liability coverage.

MCWD agrees to include in its contract specifications, by change order or otherwise, a requirement that all contractors and subcontractors shall name the City as "additional insured" on all liability coverages. MCWD agrees to provide to the City a copy of the insurance certificate within ten (10) business days of the signing of this Reimbursement Agreement.

10. Indemnity/Hold Harmless. In addition to City's indemnity obligation specified in section 3(c), the Parties do hereby mutually agree to indemnify, defend, save, and hold harmless the other and their respective officers officials, agents, employees, contractors, or subcontractors from any and all liabilities, claims, demands, debts, damages, suits, actions and cause of action of whatsoever kind, nature, or sort, including but not by way of limitation, for wrongful death, and for the expenses of defense of said parties, and each of them and the payment of attorney's fees in any such action, arising out or, or in any manner connected with any negligent act or omission of such indemnifying party or its contractors or subcontractors, done or performed in connection with such party's duties and obligations hereunder. It is the mutual intention of the Parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, officials, agents, employees, contractors, or subcontractors. The provisions of this indemnity shall survive the expiration or termination of this Reimbursement Agreement.

11. Records Retention MCWD agrees to keep all Project contracts and records for a period of not less than three years from the date notice of completion is filed by MCWD for the Project. MCWD also agrees that all such files and records shall be made available to the City and its designees upon its reasonable request.

12. Project Manager/Project Administrator.

(a) MCWD designates Don Wilcox, Senior Engineer as its Project Manager who shall coordinate all phases of the Project. The Project Manager shall be available to City at all reasonable times during the Reimbursement Agreement term.

(b) City designates as its Project Administrator Brian McMinn, Public Works Director/City Engineer who shall have the authority to act for the City under this Reimbursement Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Reimbursement Agreement.

13. Notice. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS]), sent by telecopier or facsimile (Fax) machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to MCWD: Marina Cost Water District
11 Reservation Road
Marina, CA 93933
Telephone: (831) 384-3161
Fax: (831) 883-5995

If to Marina City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Telephone: (831) 884-1224
Fax: (831) 384-9148

Notices sent in accordance with this section shall be deemed delivered upon the next business day following the: (1) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (2) the date of actual receipt (if personally delivered by other means); (3) date of transmission (if sent by telecopier or facsimile machine; or (4) the date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section 13.

14. Severability. If any term, provision, condition, or covenant of this Reimbursement Agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition, or covenant to persons or circumstances other than those as to whom it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
15. Statutes and Law Governing. This Reimbursement Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.
16. Waiver. The Parties' waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition or covenant or breach of any other term, condition or covenant.
17. No Third Party Beneficiary. This Reimbursement Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.
18. Captions. The captions of the various sections of this Reimbursement Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation of this Reimbursement Agreement.
19. Counterparts. This Reimbursement Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party thereto, each shall be deemed an original, but all of which constitute one and the same instrument.
20. Entire Agreement. This Reimbursement Agreement contains the entire agreement between the parties, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this agreement, is null and void.
21. Other Agreements. This Reimbursement Agreement shall not prevent either Party from entering into similar agreements with others. The Parties acknowledge and accept the terms and conditions of this Reimbursement Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Reimbursement Agreement shall become operative on the effective date.

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be signed on the dates written below:

MARINA COAST WATER DISTRICT

CITY OF MARINA

Remleh Scherzinger
General Manager

Layne Long
City Manager

Date: _____ 2021

Date: _____ 2021

ATTEST:

ATTEST:

Paula Riso
Clerk to the Board

Anita Shepherd- Sharp
Deputy City Clerk

APPROVED AS TO FORM:

Roger Masuda
District Legal Counsel

Robert W. Rathie
For the City Attorney

EXHIBIT A

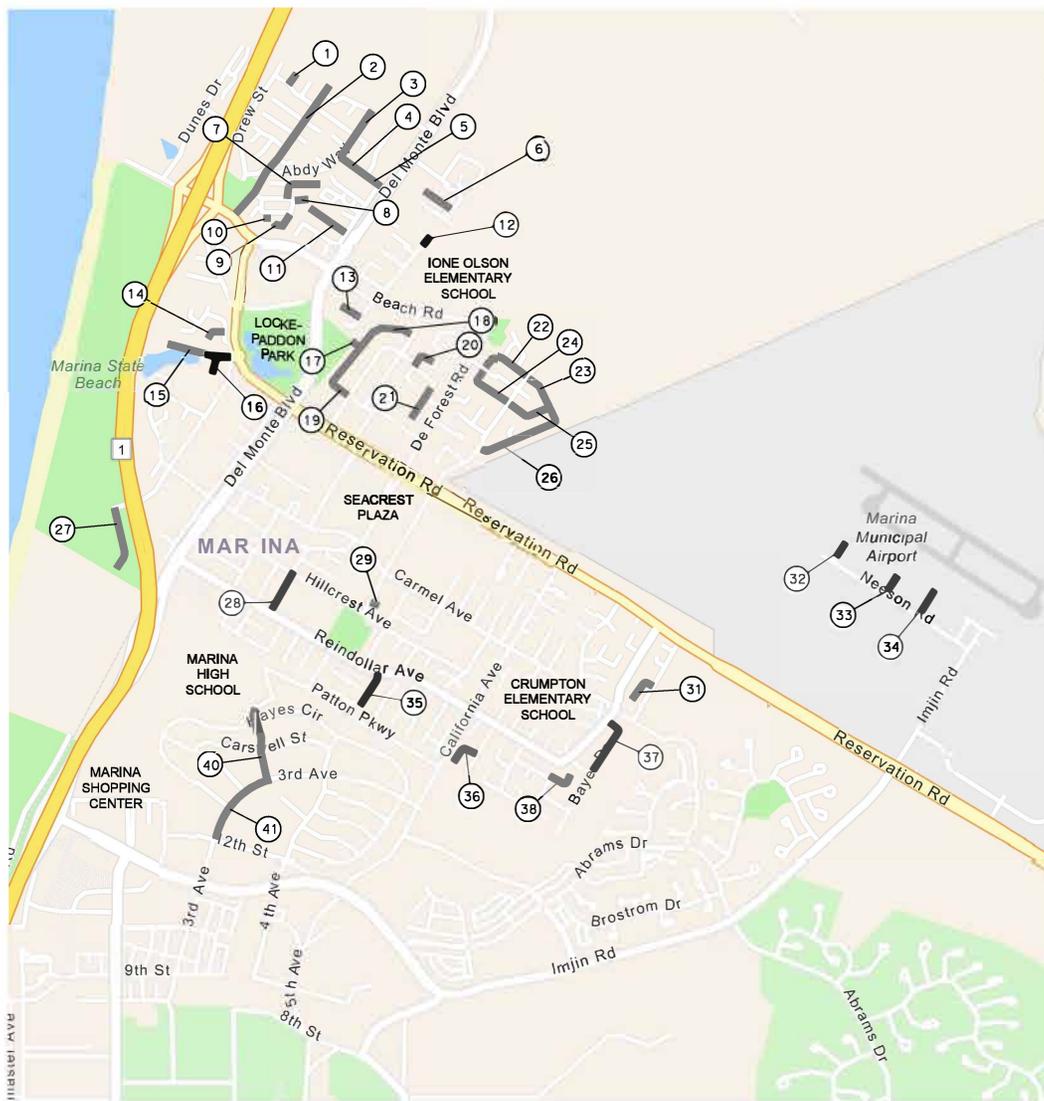
List/Map of Roadways to be resurfaced under this Reimbursement Agreement.

EXHIBIT B

“Scope of Work” and “Engineer’s Estimate.”

DRAFT

EXHIBIT A



LOC NO. (#)	ROAD	BEGINNING	END	ESTIMATED LENGTH (FT)	ESTIMATED WIDTH (FT)	TOTAL AREA (SF)
1	HUNTINGTON PL	LAKEWOOD DR	END OF ROAD	210	44	9,240
2	CARDOZA AVE	RESERVATION RD	END OF ROAD	2,660	63	167,580
3	ABDYWAY	HEALY AVE	AARON WY	900	41	36,900
4	HEALY AVE	ABDY WY	PAUL DAVIS DR	530	22	11,660
5	HEALY AVE	PAUL DAVIS DR	MARINA DR	280	36	9,360
6	SEAN CT	MICHAEL DR	END OF ROAD	500	47	23,500
7	COVE WAY	DOLPHIN CIR	END OF ROAD	700	44	30,800
8	PEBBLE PL	DOLPHIN CIR	END OF ROAD	200	52	10,400
9	SANDPIPER WAY	DOLPHIN CIR	END OF ROAD	360	47	16,820
10	JUNIPER CT	DOLPHIN CIR	END OF ROAD	100	69	6,900
11	LILLIAN PL	MARINA DR	END OF ROAD	675	48	32,400
12	MICHAEL DR	141' N/O HARBEN CIR	SELLS CT	185	36	6,660
13	BARBARA CIR	FITZGERALD CIR	END OF ROAD	340	41	13,940
14	KONACIR	HILLO CIR	END OF ROAD	310	44	13,640
15	ROBIN DR	LAKE DR	WEST END	1,030	48	49,440
16	MIMI CT	ROBIN DR	END OF ROAD	280	44	12,320
17	VISTA DEL SUR	SUSAN AVE	END OF ROAD	140	32	4,480
18	SUSAN AVE	PENINSULA DR	MELANIE RD	1,700	32	54,400
19	PENINSULA DR	SUSAN AVE	VISTA DEL CAMINO N CDS	315	32	10,080
20	MARTIN CIR	VISTA DEL CAMINO	SOUTH END	390	35	13,650
21	VISTA DEL CAMINO CIR	171' N/O GEORGE WY	END OF ROAD	570	39	22,230
22	QUEBRADA DEL MAR RD	COSTA DEL MAR RD	CRESCENT AVE	790	38	30,020
23	QUEBRADA DEL MAR RD	CRESCENT AVE	TALLMON ST	835	38	31,730
24	SIRENA DEL MAR RD	COSTA DEL MAR RD	CRESCENT AVE	815	39	31,785
25	SIRENA DEL MAR RD	CRESCENT AVE	QUEBRADA DEL MAR RD	700	38	26,600
26	TALLMON ST	CRESCENT AVE	SIRENA DEL MAR RD	1,300	35	45,500
27	LAKE CT	SR 1	END OF ROAD	1,025	32	32,800
28	ZANETTA DR	REINDOLLAR AVE	HILLCREST AVE	700	39	27,300
29	MORSE CT	CRESCENT AVE	EAST END	125	30	3,750
30	NOT USED					
31	ELLIS CT	SALINAS AVE	END OF ROAD	475	35	16,625
32	FOXROTRD	NEESON RD	END	475	22	10,450
33	INDIAN RD	NEESON RD	END	349	24	8,376
34	JULIET RD	NEESON RD	END	305	26	7,930
35	PARSON CIR	REINDOLLAR AVE	SOUTH END	600	31	18,600
36	CONCORD CT	EDDY ST	END OF ROAD	490	37	18,130
37	BAYER DR	BOSTICK AVE	RIDGEVIEW AVE	975	37	36,075
38	FERRIS CIR	JEAN ST	END OF ROAD	450	38	17,100
39	NOT USED					
40	RENDOVA RD	THIRD AVE	MARINA HIGH SCHOOL	1,350	27	36,450
41	THIRD AVE	TWELFTH ST	RENDOVA RD	1,350	28	39,150

FILE NAME: 1902-0001-LAYOUTS DATE: 07/25/2021 10:45



SCALE: HORIZ 1" = 1000'
VERT N/A
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

REVISIONS					
NO.	BY	DATE	DESCRIPTION	APPROVED BY	DATE

WALLACE GROUP
CIVIL AND TRANSPORTATION ENGINEERING
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECTURE
MECHANICAL ENGINEERING
PLANNING
PUBLIC WORKS ADMINISTRATION
SURVEYING / GIS SOLUTIONS
WATER RESOURCES
612 CLARION COURT
SAN LUIS OBISPO, CA 93401
T 805 544-4011 F 805 544-4284
www.wallacegroup.us

PROJECT ENGINEER
PLANS APPROVAL DATE

CITY OF MARINA ANNUAL STREET RESURFACING 2021, PHASE 3

LAYOUT L-1

DESIGNED BY	DRAWN BY	CHECKED BY	JOB NUMBER	SHEET	OF
PKM	PKM	EMC	1585-0001	3	4



MONTEREY PENINSULA ENGINEERING

CONTRACTORS & ENGINEERS
P.O. BOX 2317
MONTEREY, CA 93942
(831) 384-4081

June 8, 2021

Dana Van Horn
Harris and Associates
Senior Construction Manager
450 Lincoln Ave., Suite 103
Salinas, CA 93901
831-419-7234
Dana.VanHorn@weareharris.com

Re: MCWD RUWAP- PCO No. 023.00, Add. Slurry Seal Areas

M.P.E. proposes to provide all labor, equipment, and material to

Work to be Performed (Extra Work):

- Slurry seal additional streets **\$322,704.00 (107568 SY @ \$3/SY)**
- Striping removal and replacement **\$27,321.00/LS**

Total this Change: \$350,025.00

It is mutually agreed that for such change the contract price is **increased** by **\$350,025.00 (three hundred, fifty thousand, twenty five dollars and 0/100)**

M.P.E. specifically excludes the following items:

- Traffic control plans, QC/QA program, post sweeping, crack filling, weed sterilization/removal, AC patching, tack coat, heavy cleaning, prime oil, fog seal, rolling, calibrations
- Engineering, permits, and/or fees, other than included in original Contract
- All bonds, as-builts, and/or construction staking, other than included in original Contract
- All construction testing
- SWPPP installation and/or maintenance, other than included in original Contract
- Any items not specifically listed above

Please review the above cost proposal and, if acceptable, issue a change order for the work described. In addition, we request a Contract Time Extension of TBD (TBD) **working** day(s). If you have any questions, please feel free to contact me by phone at (831) 384-4081, or by email at bart@mpe2000.com.

Sincerely,

Bart Bruno

Bart Bruno
Project Manager

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING AN AGREEMENT BETWEEN THE CITY OF MARINA AND
MARINA COAST WATER DISTRICT (MCWD) FOR THE
REIMBURSEMENT OF CONSTRUCTION AND ADMINISTRATIVE COSTS
FOR PHASE 3 (SLURRY SEAL) OF THE CITY'S ANNUAL RESURFACING
PROJECT , AND; AUTHORIZING THE CITY MANAGER TO EXECUTE
THE AGREEMENTS ON BEHALF OF CITY SUBJECT TO FINAL REVIEW
AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regular meeting of May 21, 2019, the City Council of the City of Marina adopted Resolution No. 2019-54, receiving the proposed 2019-20 & 2020-21 Capital Improvement Program (CIP) budget, receiving staff presentation thereof, and providing direction towards the CIP budget adoption. As part of the staff presentation, the City's annual street resurfacing project was introduced with Senate Bill 1 Road Maintenance and Rehabilitation Account funds, Measure X and General Fund funding a FY 19/20 budget for roadway maintenance. At the regular meeting of May 16, 2019, the Public Works Commission received a presentation on the scope of the 2-year Citywide Street Repair Program, and;

WHEREAS, the City Annual Street Resurfacing Project was divided the 2020 Reservation Road Pavement Rehabilitation Project, Flower Circle Reconstruction Project, Microsurfacing/Chip sealing and construction of American with Disability Act (ADA) compliant curb ramps Project, and Slurry Sealing Project. The 2020 Reservation Road Pavement Rehabilitation Project, Flower Circle Reconstruction Project have been completed. Approval of the attached reimbursement agreement will allow for the construction of the Slurry Sealing Project, and;

WHEREAS, MCWD has awarded their Regional Urban Water Augmentation Project ("RUWAP") to local construction company Monterey Peninsula Engineering, Inc. that is currently permitted by the Public Works Department for construction and pavement restoration on various City streets. MCWD has proposed their construction contractor to expand their pavement restoration scope of work to encompass the roadways identified in the City's Pavement Management Program for Slurry Sealing, see **Exhibit A**, and;

WHEREAS, staff has evaluated construction and administrative costs and conclude that public contract code and prevailing wage requirements are effective for MCWD's proposal. Based on engineering estimates, the construction cost savings under this reimbursement agreement is over \$200,000 due to a good unit price for slurry sealing, economy of scale, and reduced City administrative expenditures.

WHEREAS, the Agreement's total reimbursement fee for construction and administrative costs are not to exceed \$417,215.00. Should the Council approve this request, there is an adequate fund balance in the City's Capital Improvement Program (CIP) APR1801 to cover the reimbursement costs, and;

WHEREAS, The City of Marina Planning Division determined that this action, approving construction for the City of Marina Annual Street Resurfacing 2021 Phase 3 (Slurry Seal) is Categorically Exempt under CEQA Guidelines per Article 19, Section 15301, Class 1 because the project consists of repair and maintenance of existing public structures and facilities with no expansion of use, and;

WHEREAS, this request is submitted for City Council consideration and possible action. This project is an approved CIP project and is consistent with the City Council approval of Resolution No. 2019-54.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve an agreement between the City of Marina and Marina Coast Water District (MCWD) for the reimbursement of construction and administrative costs for Phase 3 (Slurry Seal) of the City's Annual Resurfacing Project, and;
2. Authorize the City Manager to execute the agreements on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 8th day of September 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, City Clerk

Staff Report

Marina Coast Water District
Staff Report

Agenda Item: 11-A

Meeting Date: September 20, 2021

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: Fiscal Impact of COVID-19 Report

Summary: The Board of Directors requested monthly reports on the impact to the District's finances due to COVID-19.

This report includes the following:

- Budget to actual water revenues for FY 2021-2022 through August 31, 2021
- Customer accounts aging information as of September 09, 2021
- Monthly customer payments comparison for months August 2020 through August 2021
- Graphs of delinquent accounts as of August 31, 2021

FY 2021-2022 actual water revenue to date for Central Marina is below budgeted revenue by \$24,815 and Ord Community is above budgeted revenue by \$192,469.

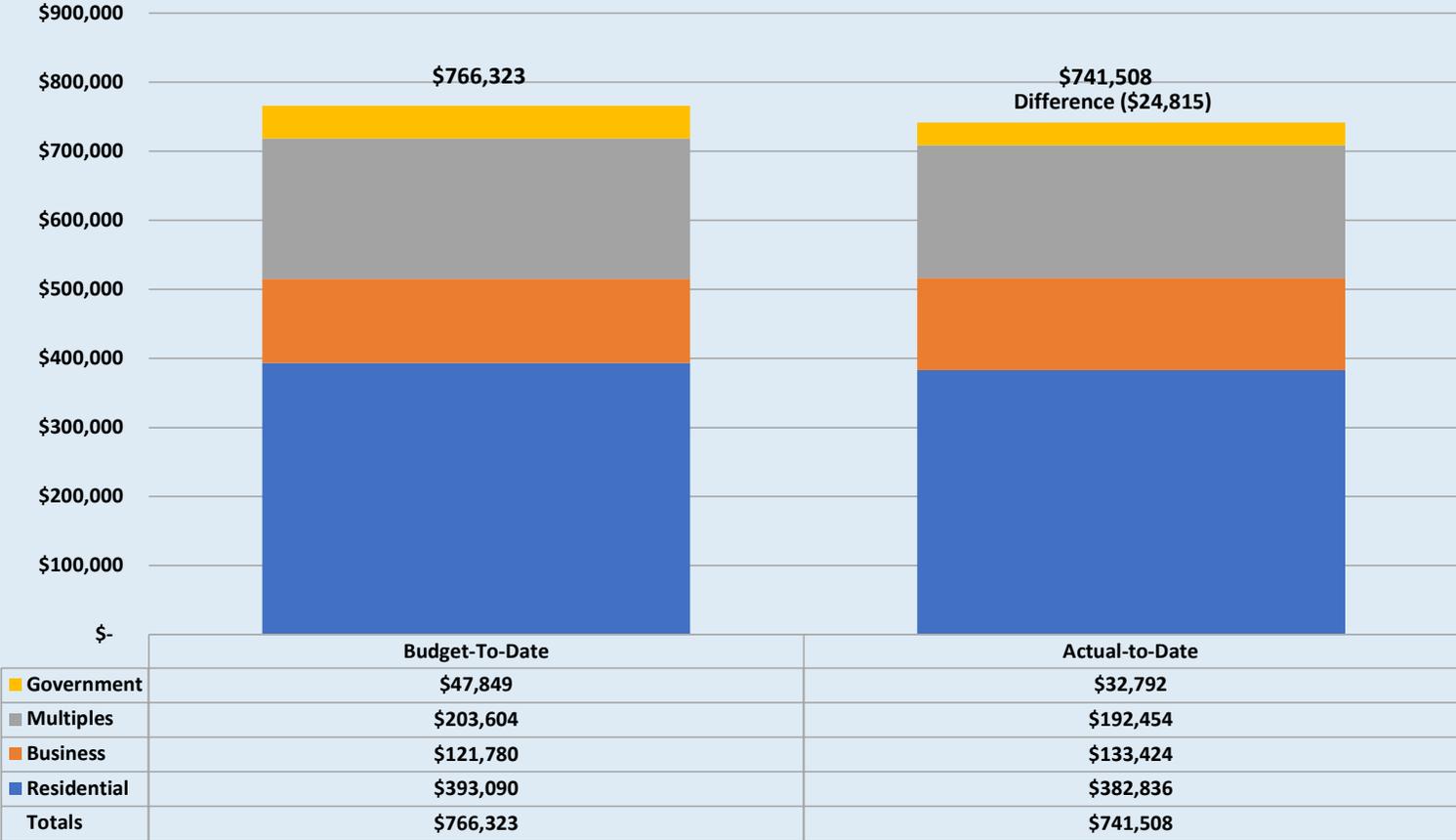
Accounts Receivable balances for both Central Marina and the Ord Community have increased during the pandemic by \$85,682 (189%) and \$390,224 (44%), respectively. If Bay View Mobile Home Park's main master meter account is not considered, Ord Community Accounts Receivable balance has increased \$276,488 (407%). Unfortunately, the balances tend to fluctuate from month to month however, for both Central Marina and the Ord Community, the September 9th balances have decreased from the August 9th balances.

To assist customers with outstanding balances, on May 5, 2021, staff mailed out 445 letters and flyers to customers that had outstanding balances that were 90 days or more past due. The intent was to provide any assistance programs that could offer relief to our customers which may free up their resources to enable them to pay their outstanding water bills. As stated previously, the outstanding balances tend to fluctuate from month to month, however, the staff is hopeful that customers who received the letter will be able to access assistance and that the District will see a reduction in outstanding balances in the coming months.

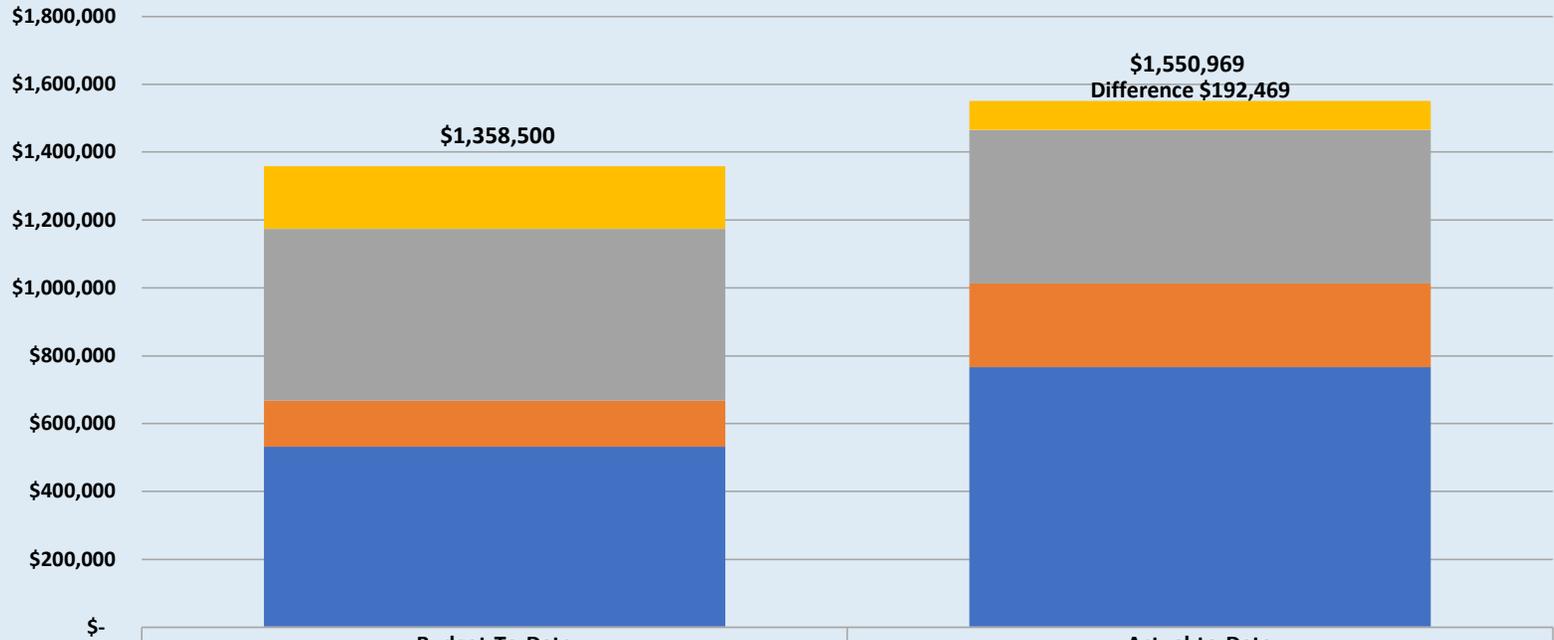
Governor Newsom's 2021-22 May revise to the state budget includes \$1 billion in American Rescue Plan Act funds be used to provide direct payments to water systems to address customer arrearages and revenue gaps related to the pandemic. The State Water Resources Control Board (SWRCB) required all water districts to participate in a survey to be considered for funding. Customer arrearages that qualify for funding are accrued residential and commercial drinking water arrearages from March 4, 2020, through June 15, 2021. Arrearages due to irrigation water usage, wastewater charges, and penalties do not qualify for assistance. Staff submitted MCWD's survey on September 7, 2021. Once the survey information is compiled, the SWRCB will adopt a resolution establishing program guidelines and within 14 days, open up the application process. The SWRCB plans to start disbursing funds by November 1, 2021, and will share additional details as they become available.

This report also includes a graph of the number of delinquent accounts for Central Marina and the Ord Community. Of the delinquent accounts, a small number from Central Marina and the Ord Community have a history before the pandemic of being delinquent and had previously been issued door tags. The Governor's water shut-off moratorium is scheduled to expire on September 30, 2021. If the Board decides to lift the shut-off moratorium for the District at that time, it is anticipated that these delinquencies will be resolved through the District's normal collection processes.

FY 2021-2022 Central Marina Revenue as of August 31, 2021



FY 2021-2022 Ord Community Revenue as of August 31, 2021



	Budget-To-Date	Actual-to-Date
■ Government	\$184,741	\$85,879
■ Multiples	\$505,998	\$452,095
■ Business	\$135,860	\$246,274
■ Residential	\$531,902	\$766,721
Totals	\$1,358,500	\$1,550,969

**MARINA COAST WATER DISTRICT
CUSTOMER ACCOUNTS AGING REPORT
March 9, 2020 - September 9, 2021**

Central Marina

Aging Date	Balance 30 to 60 Days	Balance 60 to 90 Days	Balance 90 to 120 Days	Balance over 120 Days	Totals	
3/9/2020	\$ 35,543.27	\$ 3,875.86	\$ 4,293.09	\$ 1,611.13	\$ 45,323.35	
9/9/2021	\$ 46,721.47	\$ 11,137.84	\$ 17,375.15	\$ 55,770.46	\$ 131,004.92	
Change	\$ 11,178.20	\$ 7,261.98	\$ 13,082.06	\$ 54,159.33	\$ 85,681.57	189%

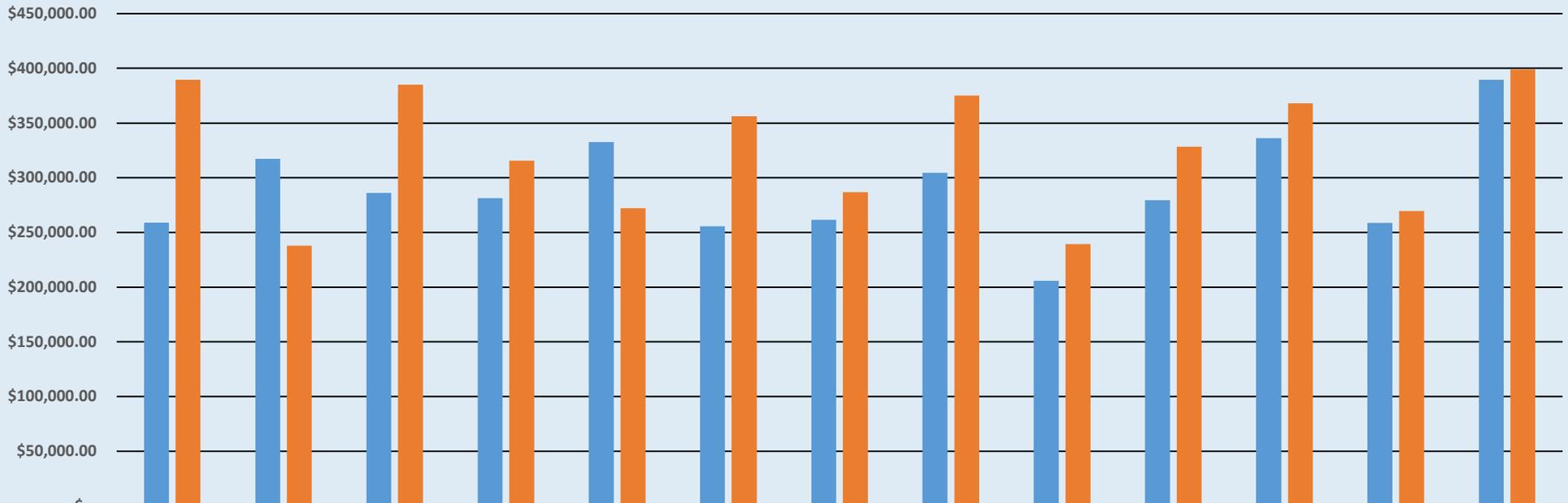
Ord Community

Aging Date	Balance 30 to 60 Days	Balance 60 to 90 Days	Balance 90 to 120 Days	Balance over 120 Days	Totals	
3/9/2020	\$ 78,063.43	\$ 38,972.14	\$ 27,577.38	\$ 736,205.62	\$ 880,818.57	
9/9/2021	\$ 98,548.98	\$ 60,983.50	\$ 34,820.90	\$ 1,076,688.86	\$ 1,271,042.24	
Change	\$ 20,485.55	\$ 22,011.36	\$ 7,243.52	\$ 340,483.24	\$ 390,223.67	44%
%	26%	56%	26%	46%	44%	

Ord Community (Excluding Bay View Mobile Home Park Main Master Meter Account)

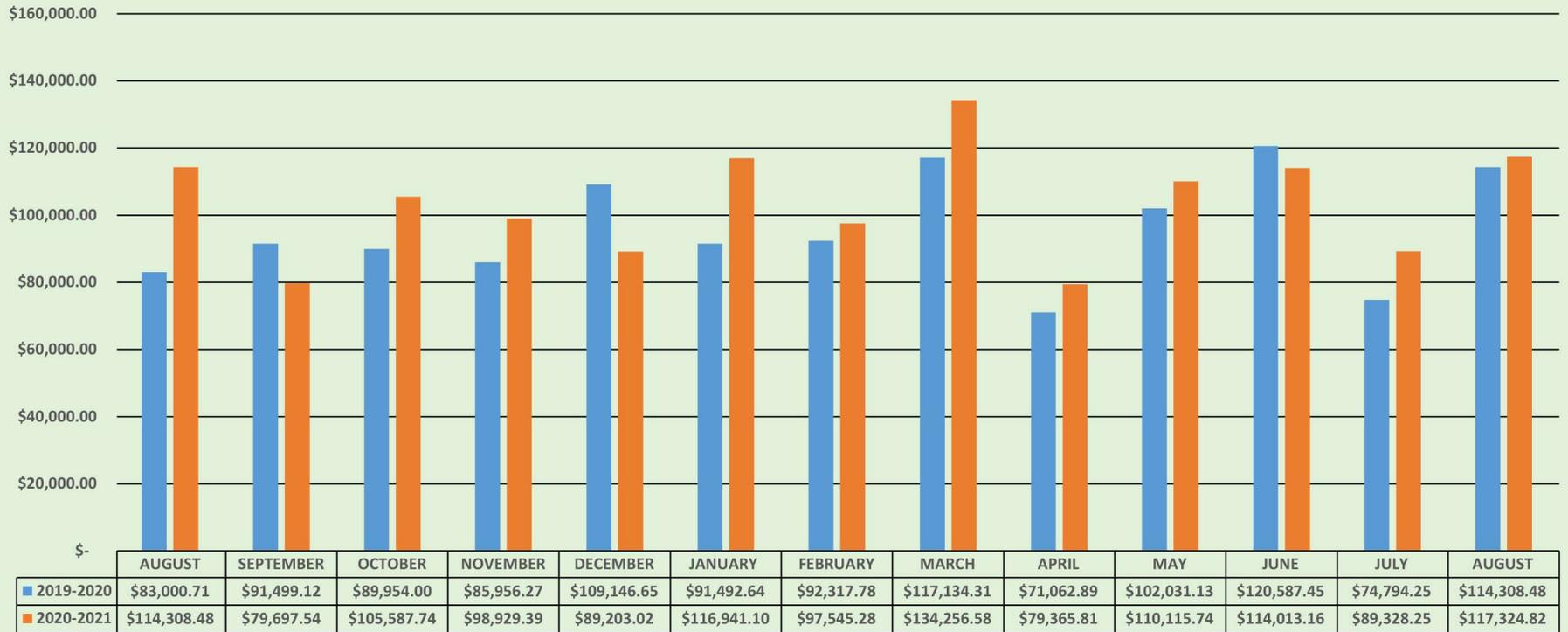
Aging Date	Balance 30 to 60 Days	Balance 60 to 90 Days	Balance 90 to 120 Days	Balance over 120 Days	Totals	
3/9/2020	\$ 59,169.69	\$ 6,816.86	\$ 446.06	\$ 1,532.29	\$ 67,964.90	
9/9/2021	\$ 94,127.28	\$ 59,130.56	\$ 32,217.06	\$ 158,977.70	\$ 344,452.60	
Change	\$ 34,957.59	\$ 52,313.70	\$ 31,771.00	\$ 157,445.41	\$ 276,487.70	407%

Central Marina Monthly Water Customer Payments August 2020 - August 2021

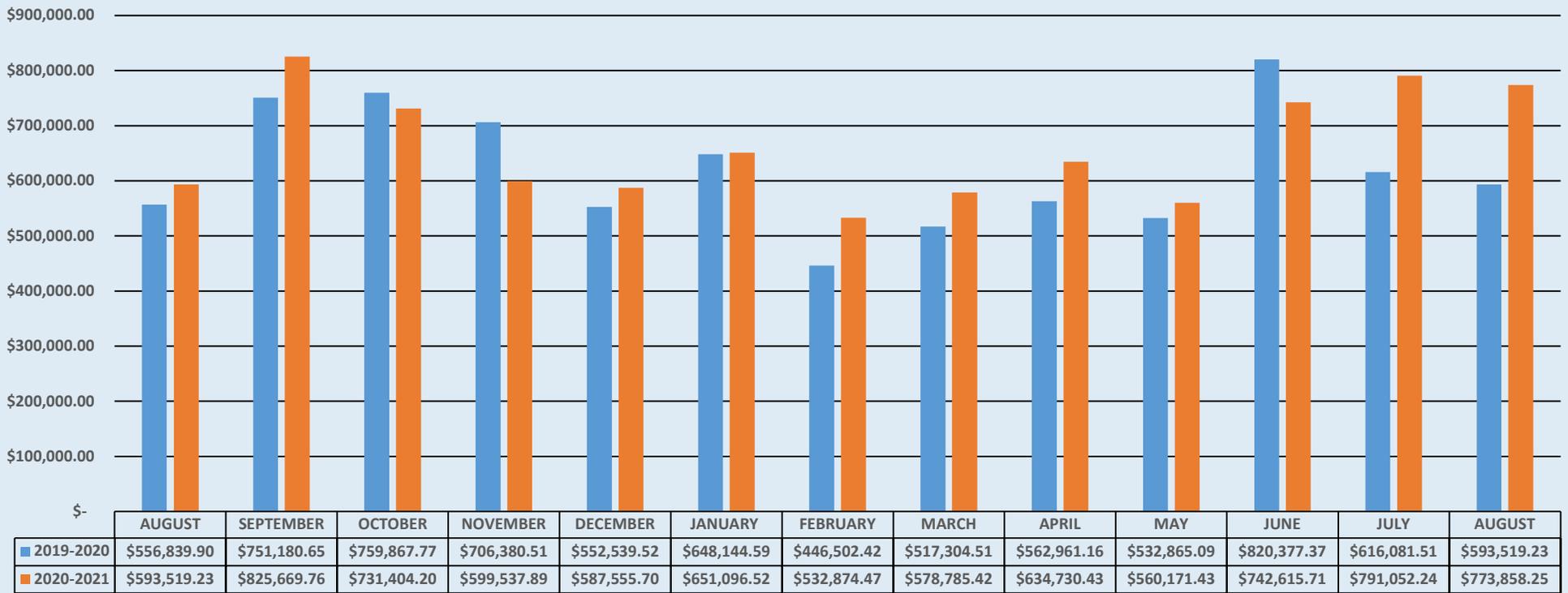


	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST
■ 2019-2020	\$258,997.86	\$317,274.16	\$286,059.27	\$281,204.71	\$332,530.26	\$255,466.43	\$261,589.62	\$304,481.44	\$205,857.18	\$279,658.56	\$336,058.35	\$258,732.93	\$389,405.03
■ 2020-2021	\$389,405.03	\$237,938.05	\$384,856.48	\$315,538.23	\$272,197.64	\$356,346.91	\$286,827.30	\$375,100.12	\$239,250.38	\$328,215.52	\$367,931.49	\$269,610.58	\$398,897.10

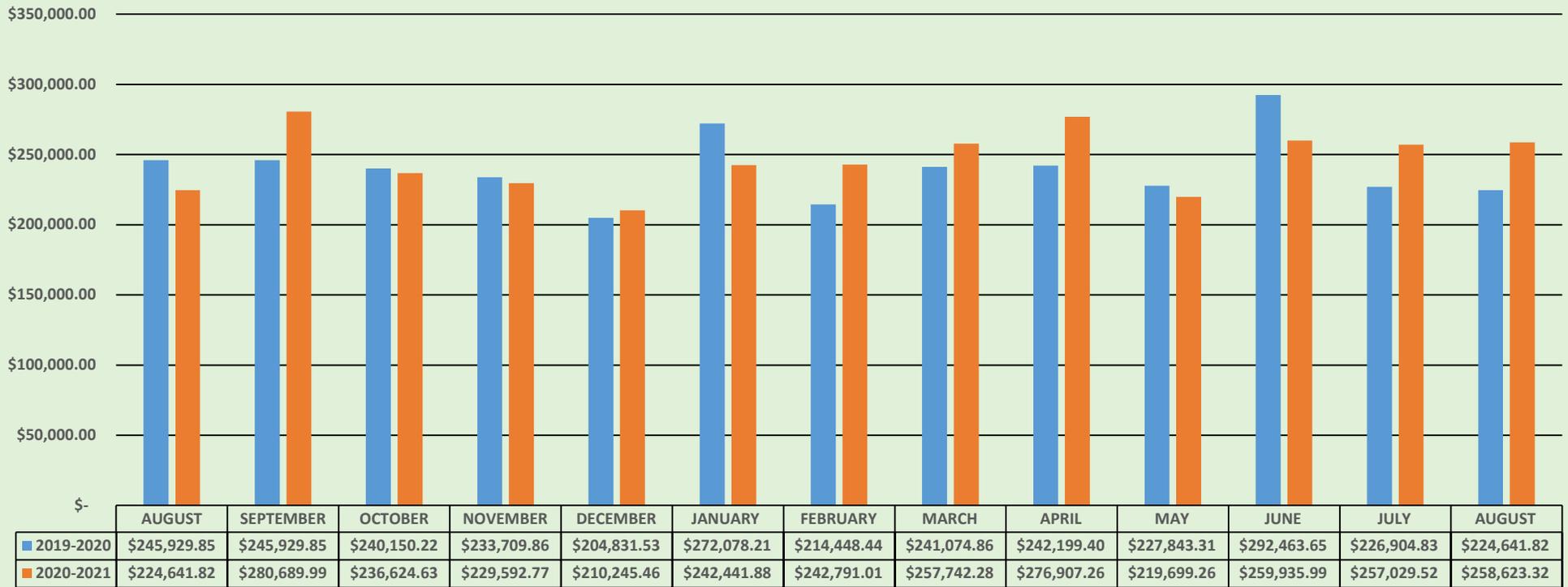
**Central Marina Monthly Sewer Customer Payments
August 2020 - August 2021**



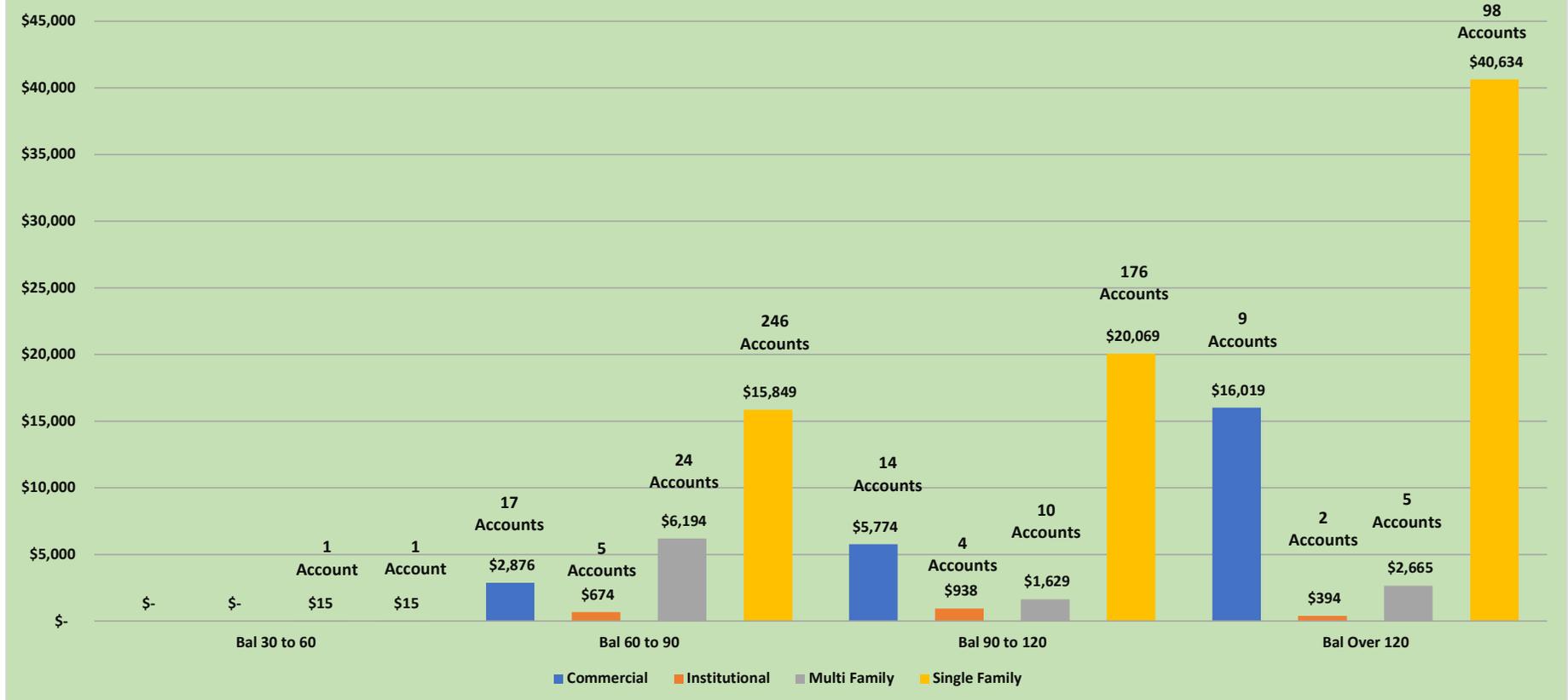
**Ord Community Monthly Water Customer Payments
August 2020 - August 2021**



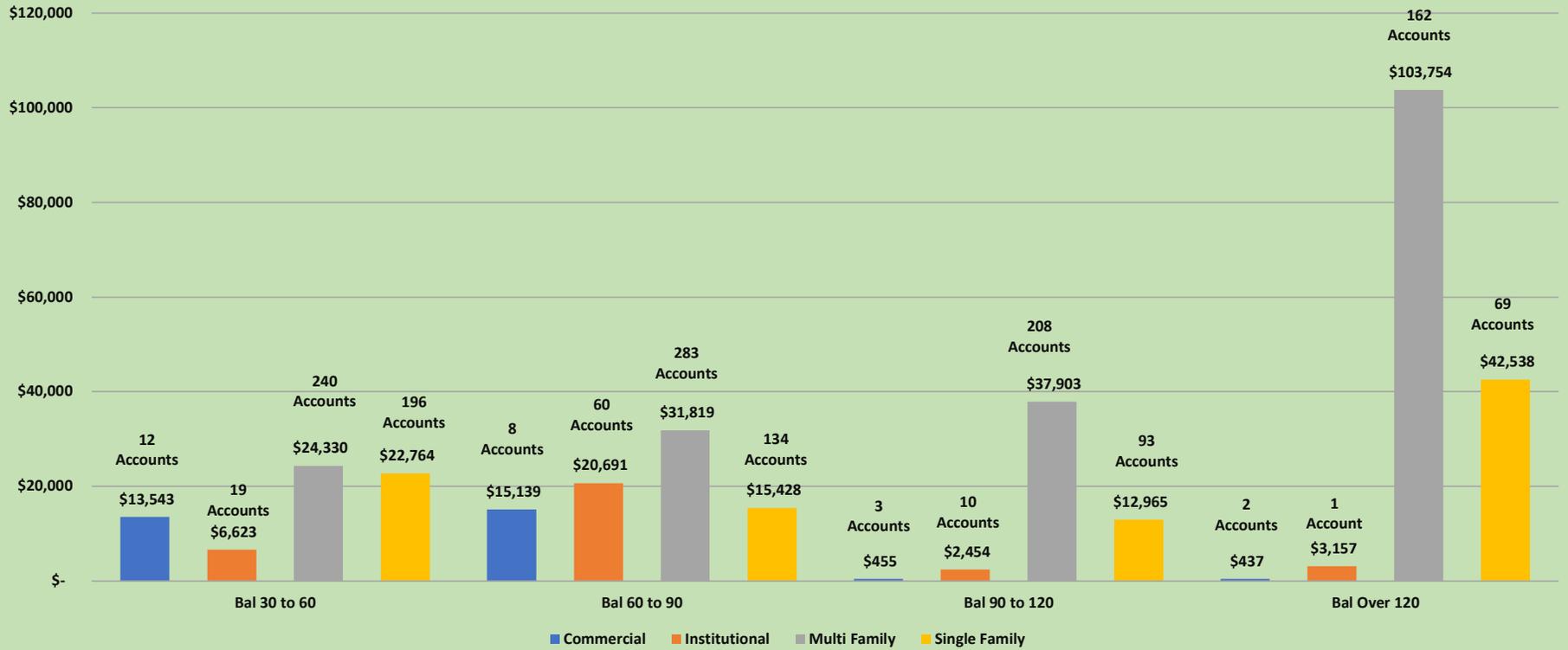
**Ord Community Monthly Sewer Customer Payments
August 2020 - August 2021**



Central Marina Unpaid Balances By ST Category As of August 31, 2021



Ord Community Unpaid Balances By ST Category (Exc. Bay View) As of August 31, 2021



Director Correspondence

President Shriner's Notes from the Fall CSDA Conference

2021 California Special Districts Association in Monterey

I prioritized attending legal updates, optimizing Board functions, energy resiliency and sampling good food. These were my understanding of the presentations and points to consider and investigate further.

AB1486 Surplus Lands Act-

Properties owned by agencies can be held indefinitely for future potential use and when listed as surplus, a timeline of action is triggered. Action required within 60 days. Plenty more details.

Priority buyer list:

For small parcels the contiguous property owners, small is less than 5000 square feet.

Land exchange

Sale of land for "agency use"

Land Subject to valid legal description

Land developed as 100% affordable

Leases are also covered in Act, Action required within 90 days.

Enforcement fines are now being used.

Agreements for leases earlier than 2019 and other exemptions exist.

Prop 218

Special Counsel Best, Best & Krieger and Hansen Bridgett LLP

They say at BBK they can create bulletproof rate studies

"Grouped Ratepayers" can be geographic, patterns of use, and NOT income-based. These can be designated in details of Cost of Service Study or COSS.

Tiers

Only use for cost of services, no subsidies for any group, no use for incentives for conservation

Good names for tiers are Essential Use, Efficient Use, Inefficient Use, and Excessive Use.

Roll cost of rate studies into COSS. Send prop 218 through attorney for review.

Be careful with PR.

Irvine Ranch Water District used mapping for each property to calculate all water budget for each property. Cost to direct outreach to inefficient or excessive water users until they are efficient can justify rate differences.

Water service includes firefighting in SB323 proposed by Caballero and supported by ACWA. If SB323 passes, 120 days from adoption to effective.

Fixed rates are more defensible for robust maintenance of pipes from 1950-70's to upgrade and keep system running.

Speakers tracking prop 218 cases statewide and provided contact info.

CA Voting Rights Act (CVRA)

*agency can initiate process and no timeline is enacted. If no districting is in process, and a challenge letter is received then timeline is extremely tight and there is a \$30,000 up front cost.

154 of 490 cities, 240 school districts, 36 community college districts, no success fighting the challenge. Before cvra only 29 cities were districted.

Prison population now last known home address for voter's jurisdiction.

Proposed "Fair Maps Act" does not include Special Districts, only for Cities and Counties.

500 jurisdictions navigating the process. Demand letters mostly went to cities of population sized 15,000-20,000, enforcement through private lawsuits.

Race can be part of initiating process but can't be primary focus of line drawing.

Legislative Update whirlwind

HR3638 early fall, 7.5 billion for infrastructure clean energy, water & wastewater especially replacing lead pipes, address pfas (10 billion to support new regs), and cyber security

8.5 billion from Western States Bureau of Reclamation for water conveyance

Free grant work, to help districts find grants and access, CSDA! CA stocks did well during covid!

AB8946, possible dispose 1486 (Surplus Lands Act) or make more relaxed or possible exemptions for Special Districts April 2021

Energy Resiliency

CSDA magazine has an article, 2045 SB100 tariffs for microgrid.

Microgrids, Monterey airport is working on microgrid with 4 acres of solar panels, Mary Ann Leffel, 92% of airport is solar field.

Battery needs to be near places of critical load. Microgrid near critical needs.

Funds

US Dept of Energy, FEMA BRIC grant closes Sept 30, to award January 28, 2022.

CA Office of Emergency Services

SB4217 alternative energy projects that save the same amount that it costs, "cost neutral."

Institute for Local Government (ILG) Exceptional Boards

Attributes of Effective Boards:

A sense of team championing policy goals

Clear roles and responsibilities

Honor relationships with staff and board

Conduct effective meetings - no midnight meetings

Hold each other accountable - lead by example

Practice continuous learning and development

Governance tools:

Annual strategic planning, budget, GM review

Five 3-year goals with SMART objectives

Five 1-year goals

Parking lot

Quarterly review, monthly FYI

On agenda, tie items to strategic plan and policy

New Boardmember orientation

Regular review and new policy updates

Board self-evaluation as conversation

Study sessions - no vote, good way to explore options, air concerns, not on camera, yes public (and during the session, there was a long discussion about committees instead)

Trainings

Community engagement, make sure to include community feedback

ILG has monthly workshops

GM and Board Success

Establish achievable goals

Process of evaluation

GM likes jobs and gets huge sense of gratification for achieving goals

SMART Five, focus on five results in one year tied to mission and vision of organization

Ask about preferred communication

End of the week weekly update – one-page, bulleted awards and events

Use the phone to inform board of urgent problems and media contact

1:1 face time, once per month between GM and each Board member

70 percent of communication is listening

Ask GM for list of GM goals

Boardmember recruitment through citizen committee

CSDA Leadership Academy is good not only for Boardmembers but also for the District, especially for getting a Certificate of Distinction for the agency

Board Retreat and team building to help clarify policies, roles and goals