



# MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: [www.mcwd.org](http://www.mcwd.org)

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## DIRECTORS

JAN SHRINER  
President

HERBERT CORTEZ  
Vice President

BRAD IMAMURA  
THOMAS P. MOORE  
GAIL MORTON

## Agenda

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

**and**

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

**920 2<sup>nd</sup> Avenue, Suite A, Marina, California**

**and**

**Zoom Teleconference**

**Monday, August 21, 2023, 6:30 p.m. PST**

**Staff and Board members will be attending the August 21, 2023 meeting in person. Members of the public may attend the Board meeting in person or can continue to attend remotely via Zoom conference.**

**Persons who are participating via telephone will need to press \*9 to be acknowledged for comments. Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Public comment on the action item can also be submitted in writing to Paula Riso at [priso@mcwd.org](mailto:priso@mcwd.org) by 9:00 am on Monday, August 21, 2023; 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/87036475784?pwd=MWxnbVRZZTVLk09BcmI5cCs4Yk9TQT09>

Passcode: 094702

To participate via phone, please call: 1-669-900-9128; Meeting ID: 870 3647 5784 Passcode: 094702

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

**1. Call to Order**

**2. Roll Call**

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

This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the District offices at 11 Reservation Road, and 920 2nd Avenue, Suite A, Marina. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Thursday, August 17, 2023. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5931.

#### 4. Closed Session

- A. Pursuant to Government Code 54957.6  
Conference with Labor Negotiators  
Agency Negotiators (General Manager)  
Employee Organization: Teamsters Local 890
- B. Pursuant to Government Code 54956.9(d)(2)  
Conference with Legal Counsel – Threat of Potential Litigation  
Two Potential Cases
- C. 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)

#### Reconvene to Open Session Estimated to be at 7:30 p.m.

**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.*

- A. Consider Adoption of Resolution No. 2023-30 to Approve the Memorandum of Understanding Between the Teamsters Local 890 and the Marina Coast Water District

#### 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. Consent Calendar

- A. [Receive and File the Check Register for the Month of July 2023](#)  
(Page 3)
- B. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of July 17, 2023](#)  
(Page 12)
- C. [Receive the 2nd Quarter Investment Report for Calendar Year 2023](#)  
(Page 19)
- D. [Receive the 2nd Quarter 2023 MCWD Water Consumption Report](#)  
(Page 23)
- E. [Receive the 2nd Quarter 2023 Sewer Flow Report](#)  
(Page 30)

- F. [Adopt Resolution No. 2023-31 to Approve Adjusting the Starting Range of System Operator II from Range 19 to Range 20 to Coincide with the Changes to the New Memorandum of Understanding with the Marina Coast Water District Employees Association](#)  
(Page 35)
- G. [Adopt Resolution No. 2023-32 to Approve a New Lead Customer Service/Billing Technician Classification, Job Description, Salary Range, and Fill a Current Vacant Customer Service/Billing Technician II as a Lead Customer Service/Billing Technician](#)  
(Page 39)
- H. [Adopt Resolution No. 2023-33 to Approve an Engineering Job Family Classification Series Including Assistant Engineer, Associate Engineer, and Senior Engineer With a New Job Description While Maintaining the Current Salary Ranges](#)  
(Page 46)
- I. [Adopt Resolution No. 2023-34 to Approve a New District Analyst Classification Series \(District Analyst I, II and III\), Job Description, Salary Ranges, and Create a New District Analyst Position for Administrative Services - Finance](#)  
(Page 57)
- J. [Adopt Resolution No. 2023-35 to Approve a Revision to the Board of Directors Manual – Section 34. Standing Committees - to Recognize the MCWD/SVBGSA Steering Committee as a Standing Committee](#)  
(Page 66)

**9. 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 Nos. 2023-36, 2023-37, 2023-38, and 2023-39 to Award Professional Services Agreements to Carollo Engineers, Schaaf and Wheeler, Wallace Group, and Harris and Associates for On-Call Engineering Support Services](#)  
(Page 71)
- B. [Adopt Resolution Nos. 2023-40, 2023-41, and 2023-42 to Award Professional Services Agreements to Schaaf and Wheeler, Wallace Group, and Harris and Associates for On-Call Engineering Support Services: Development Review](#)  
(Page 105)
- C. [Adopt Resolution No. 2023-43 to Approve a Reimbursement Agreement between MCWD and Shea Homes Limited Partnership and, Amend the FY 2023-2024 Capital Improvement Budget to fund the Del Monte Boulevard Sanitary Sewer Pipe Project](#)  
(Page 137)

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

- A. General Manager's Report

**B. Committee and Board Liaison Reports**

1. Budget and Engineering Committee
2. Executive Committee
3. Community Outreach and Personnel Committee
4. M1W Board Member Liaison
5. Joint City District Committee
6. MCWD/SVBGSA Steering Committee

**11. Board Member Requests for Future Agenda Items**

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

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

*Regular Meeting: Monday, September 18, 2023, 6:30 p.m.*

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8

**Meeting Date:** August 21, 2023

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Consent Calendar

**Staff Recommendation:** Approve the Consent Calendar as presented.

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

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of July 2023
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of July 17, 2023
- C) Receive the 2nd Quarter Investment Report for Calendar Year 2023
- D) Receive the 2nd Quarter 2023 MCWD Water Consumption Report
- E) Receive the 2nd Quarter 2023 Sewer Flow Report
- F) Adopt Resolution No. 2023-31 to Approve Moving the Starting Range of System Operator II from Range 19 to Range 20 to Coincide with the Changes to the New Memorandum of Understanding with the Marina Coast Water District Employees Association
- G) Adopt Resolution No. 2023-32 to Approve a New Lead Customer Service/Billing Technician Classification, Job Description, Salary Range, and Fill a Current Vacant Customer Service/Billing Technician II as a Lead Customer Service/Billing Technician
- H) Adopt Resolution No. 2023-33 to Approve an Engineering Job Family Classification Series Including Assistant Engineer, Associate Engineer, and Senior Engineer With a New Job Description While Maintaining the Current Salary Ranges
- I) Adopt Resolution No. 2023-34 to Approve a New District Analyst Classification Series (District Analyst I, II and III), Job Description, Salary Ranges, and Create a New District Analyst Position for Administrative Services – Finance
- J) Adopt Resolution No. 2023-35 to Approve a Revision to the *Board of Directors Manual – Section 34. Standing Committees* to Recognize the MCWD/SVBGSA Steering Committee as a Standing Committee

**Discussion/Analysis:** See individual transmittals.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** See individual transmittals.

**Climate Action:** Not applicable.

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

**Material Included for Information/Consideration:** Check Register for July 2023; draft minutes of July 17, 2023; Historical Investment Summary for Second Quarter 2023; 10-Year Comparison Annual Consumption Reports; average daily and monthly sewer flow reports; Resolution No. 2023-31; Resolution No. 2023-32; Lead Customer Service/Billing Technician job description; Resolution No. 33; Engineering Job Family job description; Resolution No. 2023-34; District Analyst I/II/III job description; and, Resolution No. 2023-35.

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

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-A

**Meeting Date:** August 21, 2023

**Prepared By:** Mary Lagasca, CPA

**Approved By:** Remleh Scherzinger, PE

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

**Staff Recommendation:** Receive and file the July 2023 expenditures totaling \$1,450,061.05.

**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 July 2023 and the Board is requested to receive and file the check register. The July check register was larger than normal due to the following payments:

- Check No. 73906 – Purchase of two Flygt Pumps from Shape Incorporated for the amount of \$32,053.62.
- Check No. 73916 – Purchase of a 2023 Ford F-150 for the amount of \$46,499.61.
- Check Nos. 73935 - 73999 – Re-issuance of stale dated checks for a total amount of \$8,249.95 for various customer refunds. Stale dated checks are checks that remain uncashed or undeposited that are too old for banks to process, thus are considered “stale”. According to the Uniform Commercial Code (UCC), banks do not have to accept checks that are more than 6 months old. It is customary practice for businesses to void and re-issue stale dated checks that are at least 6 months old. This practice will be implemented by the District annually.
- ACH Payment to CalPERS for the amount of \$314,764 for the District’s Annual Unfunded Liability Contribution.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

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

**Other Consideration:** None.

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

**Action Required:**    \_\_\_\_ Resolution      X   Motion    \_\_\_\_ Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_



## JULY 2023 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
07/10/2023	73867 - 73893	Check Register	90,105.59
07/17/2023	Wire	Santa Cruz County Bank	118,694.06
07/17/2023	73894 - 73934	Check Register	331,024.42
07/18/2023	73935 - 73999	Check Register	8,249.95
07/24/2023	74000 - 74030	Check Register	61,152.60
07/07/2023	ACH	Payroll Direct Deposit	119,774.62
07/07/2023	ACH	CalPERS	26,880.77
07/07/2023	ACH	Empower Retirement	13,092.19
07/07/2023	ACH	Internal Revenue Service	48,330.81
07/07/2023	ACH	State of California - EDD	10,048.37
07/07/2023	ACH	WageWorks, Inc.	910.33
07/07/2023	501545	Check Register	688.00
07/12/2023	501546 - 501552	Check Register	401.73
07/17/2023	501553 - 501555	Check Register	74,411.90
07/21/2023	ACH	Payroll Direct Deposit	121,794.52
07/21/2023	ACH	CalPERS	30,480.60
07/21/2023	ACH	Empower Retirement	18,586.95
07/21/2023	ACH	Internal Revenue Service	49,418.21
07/21/2023	ACH	State of California - EDD	10,341.10
07/21/2023	ACH	WageWorks, Inc.	910.33
07/27/2023	ACH	CalPERS	314,764.00
<b>TOTAL DISBURSEMENTS</b>			<b><u>1,450,061.05</u></b>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
73867	06/30/2023	07/10/2023	Ace Hardware of Watsonville, Inc.	General Operations/ Maintenance Supplies	588.88
73868	06/26/2023	07/10/2023	Quinn Company	Annual Generator Maintenance - Cosky LS	1,086.37
73869	06/14/2023	07/10/2023	Becks Shoe Store, Inc. - Salinas	Boot Benefit - O&M	200.00
73870	06/29/2023	07/10/2023	Denise Duffy & Associates, Inc.	Water Distribution Laterals Construction Compliance - RUWAP	1,860.00
73871	05/31/2023	07/10/2023	Schaaf & Wheeler	Construction Meetings - Ord Village LS; Landscape RFI's - Engineering PGDR Report Update; Developers (Campus Town, Dunes 1B Promenade, Dunes 2 North, Dunes 2 West, Enclave at Cypress Grove, Wathen-Castanos Homes)	14,114.10
73872	06/27/2023	07/10/2023	Monterey Bay Analytical Services	Laboratory Testing	840.00
73873	06/19/2023	07/10/2023	Johnson Controls Security Solutions LLC	Alarm Sensor Repair - Ord Office Renovation	945.02
73874	06/28/2023	07/10/2023	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	13.38
73875	06/16/2023	07/10/2023	Univar Solutions USA, Inc.	(1,670) gals Chlorine - Wells 10, 11, Intermediate Reservoir	5,629.76
73876	06/29/2023	07/10/2023	Daiohs USA	Coffee Supplies	544.49
73877	06/25/2023	07/10/2023	U.S. Bank National Association	IOP Office Copier Lease 06/20 - 07/19	287.34
73878	06/28/2023	07/10/2023	ICONIX Waterworks (US), Inc.	(2) Air Release Valves, Vent Cap - Well 10	1,354.85
73879	06/21/2023	07/10/2023	Western Exterminator Company	Pest Control - Beach Office 06/2023	119.60
73880	06/28/2023	07/10/2023	AT&T	Phone and Alarm Line Service 06/2023	93.31
73881	05/31/2023	07/10/2023	Security Shoring & Steel Plates, Inc.	Shoring Equipment Rental - Hatten LS	1,296.00
73882	07/01/2023	07/10/2023	Pure Janitorial, LLC	Janitorial Service - MCWD, BLM Offices 06/2023	5,348.00
73883	06/16/2023	07/10/2023	ALK Services, Inc.	General Operations/ Maintenance Supplies	76.48
73884	06/19/2023	07/10/2023	Psomas	Construction Management/ Inspection - Ord Village LS	5,145.15
73885	06/26/2023	07/10/2023	Ritter GIS, Inc.	CMMS Programming	5,320.00
73886	06/25/2023	07/10/2023	WEX Bank	Fleet Gasoline 06/2023	5,894.93
73887	07/01/2023	07/10/2023	The Ferguson Group, LLC	Grant Writing and Legislative Advocacy 07/2023	1,700.00
73888	06/21/2023	07/10/2023	Nearmap US, Inc.	ArcGIS Map Subscription - Offline Copy Add-On Charge	1,000.00
73889	06/21/2023	07/10/2023	La Sirenita Tree Service	(4) Wood Pole Removals - Ord Office Renovation	2,000.00
73890	05/03/2023	07/10/2023	Fischer Compliance LLC	SSMP Compliance/ Training - Spill Emergency Response Plan Review	1,800.00
73891	06/27/2023	07/10/2023	Johnson Construction Enterprise LLC	Construction Services - Ord Office Renovation	13,814.00
73892	06/12/2023	07/10/2023	American Floors	Flooring Installation - Ord Office Renovation	14,980.00
73893	07/03/2023	07/10/2023	Signs by Van	MCWD Sign - IOP Office Lobby	4,053.93
Wire	06/05/2023	07/17/2023	Santa Cruz County Bank	BLM Construction Loan Payment	118,694.06
73894	06/30/2023	07/17/2023	Insight Planners	Web Development/ Maintenance and Hosting 06/2023	1,629.00
73895	06/26/2023	07/17/2023	Monterey County EHB	(8) Haz Mat Facility Permits	6,864.00
73896	06/26/2023	07/17/2023	Monterey County EHB	(9) Haz Mat Facility Permits	8,935.00
73897	06/26/2023	07/17/2023	Monterey County EHB	(8) Haz Mat Facility Permits	6,864.00
73898	06/26/2023	07/17/2023	Monterey County EHB	(5) Haz Mat Facility Permits, Liquid Waste Hauler Permit - Vehicle #2001	4,913.00
73899	07/10/2023	07/17/2023	Pitney Bowes Global Financial Services LLC	Postage Machine Lease 05/09 - 08/08	1,089.75
73900	06/30/2023	07/17/2023	PG&E	Gas and Electric Service 06/2023	98,479.61

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
73901	05/31/2023	07/17/2023	Schaaf & Wheeler	Operations and Maintenance Consulting Services	1,485.65
73902	06/26/2023	07/17/2023	Calif-Nevada Section, AWWA	Cross-Connection Specialist Renewal	100.00
73903	06/30/2023	07/17/2023	Peninsula Welding & Medical Supply, Inc.	(3) Gas Cylinder Tank Rental Fees	38.70
73904	06/02/2023	07/17/2023	Valley Saw and Garden Equipment	General Operations/ Maintenance Supplies	508.59
73905	06/26/2023	07/17/2023	SWRCB - DWOCB	Grade II Water Treatment Certification Renewal	60.00
73906	06/23/2023	07/17/2023	Shape Incorporated	(2) Flygt Pumps, Supplies/ Equipment - Hodges LS	32,053.62
73907	06/29/2023	07/17/2023	Core & Main LP	(24) Valves, (14) Saddles, General Operations/ Maintenance Supplies	9,492.92
73908	07/11/2023	07/17/2023	Special District Association	SDA Quarterly Meeting	120.00
73909	06/07/2023	07/17/2023	American Supply Company	Janitorial Supplies	603.77
73910	06/08/2023	07/17/2023	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	421.91
73911	06/29/2023	07/17/2023	Complete Paperless Solutions	Laserfiche Annual Software Support 08/2023 - 07/2024	9,027.00
73912	07/03/2023	07/17/2023	Geiger	(2,500) #10 Regular Envelopes	272.22
73913	06/28/2023	07/17/2023	Calcon Systems, Inc.	(2) Motor Control Center Panels - Hodges LS, Wittenmyer LS; SCADA Programming	70,146.96
73914	06/07/2023	07/17/2023	Dwyer Instruments, Inc.	General Operations/ Maintenance Supplies	79.91
73915	06/29/2023	07/17/2023	Pacific Ag Rentals LLC	Mobile Restroom Rental Repair - Ord Office	382.50
73916	07/01/2023	07/17/2023	National Auto Fleet Group	2023 Ford F-150	46,499.61
73917	06/30/2023	07/17/2023	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
73918	07/07/2023	07/17/2023	Employnet, Inc.	Temporary Customer Service Representatives 06/19 - 06/22, 06/26 - 06/30	2,727.07
73919	06/28/2023	07/17/2023	Green Rubber-Kennedy AG, LP	General Operations/ Maintenance Supplies	324.25
73920	06/10/2023	07/17/2023	Graniterock Company	(3.8) tons Drain Rock - Ord Office Renovation	294.76
73921	06/26/2023	07/17/2023	Marina Tire & Auto Repair	Tire Replacement - Vehicle #1301	164.03
73922	06/19/2023	07/17/2023	Access Monterey Peninsula, Inc.	Filming and Production 06/2023	460.00
73923	06/30/2023	07/17/2023	Evoqua Water Technologies, LLC	Hydrogen Sulfide Monitoring - East Garrison LS	1,752.39
73924	06/26/2023	07/17/2023	Buckles-Smith Electric Co.	General Operations/ Maintenance Supplies	178.80
73925	06/30/2023	07/17/2023	Peninsula Messenger LLC	Courier Service 07/2023	244.00
73926	07/06/2023	07/17/2023	TIAA, FSB	Ord Office Copier, eCopy ScanStation Leases 07/2023	422.04
73927	06/30/2023	07/17/2023	Iron Mountain, Inc.	Shredding Service 06/2023	450.54
73928	06/30/2023	07/17/2023	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 06/2023	405.85
73929	06/30/2023	07/17/2023	Cintas Corporation No. 630	Uniforms, Towels, Rugs 06/2023	1,422.35
73930	06/14/2023	07/17/2023	Interstate Battery of San Jose	General Operations/ Maintenance Supplies	113.14
73931	07/10/2023	07/17/2023	Employee Reimbursement	Mileage - Bank	9.30
73932	06/26/2023	07/17/2023	SmartCover Systems	(3) SmartCover Dual Sensors; SmartCover Website Access, Connectivity, Data Storage	14,994.40
73933	06/30/2023	07/17/2023	Nguyen Security Services	Security Patrol Guard/ Fire Watch 06/28, 06/29 - BLM	1,050.00
73934	07/14/2023	07/17/2023	Customer Service Refund	Refund Check - 602 Bluffs Dr	4,725.28
73935	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #32346/ 262 B Reservation Rd	5.75
73936	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #34834/ K&B Demo (Hydrant Meter)	444.12

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
73937	06/30/2023	07/18/2023	Federico Imprints	Re-Issue Ck #71119/ Uniform Replacement - Meter Reader	165.68
73938	06/30/2023	07/18/2023	Conservation Rebate Program	Re-Issue Ck #68032/ 3070 Sunset Ave #8 - (2) Toilet Rebates	250.00
73939	06/30/2023	07/18/2023	Conservation Rebate Program	Re-Issue Ck #54815/ 3035 King Cir - Landscape Rebate	435.50
73940	06/30/2023	07/18/2023	Conservation Rebate Program	Re-Issue Ck #63514/ 220 Cypress Ave #6 - Toilet Rebate	291.06
73941	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #42069/ 219 Anzio Rd	72.30
73942	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #46974/ 3125 Arnold Ct	36.59
73943	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #46975/ 3115 Arnold Ct	34.72
73944	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #46976/ 659 Horn Ct	34.72
73945	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #46977/ 2961 Carpenter Ct	28.59
73946	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #46982/ 2976 Carpenter Ct	34.72
73947	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #46983/ 2960 Harvey Ct	34.72
73948	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #49995/ 659 Barth Ct	6.94
73949	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #50024/ 2953 Carpenter Ct	7.30
73950	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #50025/ 2977 Clark Ct	5.79
73951	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #54684/ 199 Paddon Pl	37.41
73952	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #56764/ 151 Lakewood Dr	29.75
73953	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59086/ 301 9th St Apt #102 Bldg A	135.58
73954	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59087/ 301 9th St Apt #109 Bldg B	102.51
73955	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59088/ 301 9th St Apt #221 Bldg E	38.34
73956	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59089/ 301 9th St Apt #140 Bldg G	9.46
73957	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59090/ 301 9th St Apt #141 Bldg G	27.83
73958	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59091/ 301 9th St Apt #237 Bldg G	19.01
73959	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59092/ 301 9th St Apt #146 Bldg H	204.95
73960	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59093/ 301 9th St Apt #152 Bldg J	12.13
73961	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59094/ 301 9th St Apt #153 Bldg J	24.62
73962	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59095/ 301 9th St Apt #155 Bldg J	31.41
73963	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59096/ 301 9th St Apt #248 Bldg J	25.98
73964	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59097/ 301 9th St Apt #249 Bldg J	9.87
73965	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59098/ 301 9th St Apt #251 Bldg J	49.48
73966	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59099/ 301 9th St Apt #252 Bldg J	16.31
73967	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59100/ 301 9th St Apt #254 Bldg J	51.75
73968	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #59101/ 301 9th St Apt #255 Bldg J	48.54
73969	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #62325/ 556 Ingman Ct	74.63
73970	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #62338/ 2943 Carpenter Ct	83.00
73971	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #62339/ Bandholtz Ct (Irrigation Meter/ Backflow)	40.93
73972	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #64293/ 8th St (Hydrant Meter)	1,065.54
73973	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #66455/ Ord Ave/ Watkins Gate Rd (Hydrant Meter)	1,007.88
73974	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #67390/ 3055 Redwood Dr	12.27

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
73975	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #67641/ 137 Dolphin Cir	2.65
73976	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #67771/ 730 Brown Ct	26.02
73977	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #67777/ 727 Brown Ct	321.99
73978	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #67784/ 707 Brown Ct	49.94
73979	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #67785/ 660 Wahl Ct	103.04
73980	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #67786/ 719 Ready Ct	4.16
73981	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #67787/ 2967 Carpenter Ct	135.10
73982	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #67791/ 651 Bailey Ct	58.09
73983	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #67793/ 727 Bandholtz Ct	43.51
73984	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #67795/ 3135 Arnold Ct	68.87
73985	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #67797/ 3131 Arnold Ct	27.34
73986	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #67799/ 729 Brown Ct	18.93
73987	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #67906/ 3093 Stewart Ct	2.90
73988	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #68205/ 13525 Warren Ave	7.27
73989	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #68586/ 2981 Abrams Dr	205.93
73990	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #68712/ 13201 Thomas Ln (Irrigation Meter)	267.42
73991	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #69386/ 1707 Eichelberger Ct	97.38
73992	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #69990/ 302 B Carmel Ave	25.74
73993	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #70219/ 3189 Tallmon St	47.06
73994	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #70221/ 1511 Devers Ct	130.42
73995	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #70694/ 1325 Patch Ct	113.20
73996	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #71595/ 301 9th St Apt #201 Bldg A	58.13
73997	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #72690/ Bravo/ Imjin (Hydrant Meter)	1,311.50
73998	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #72691/ 123 Saipan Rd	27.48
73999	06/30/2023	07/18/2023	Customer Service Refund	Re-Issue Refund Ck #72915/ 478 Crivello Rd	48.20
74000	07/11/2023	07/24/2023	Carlons Fire Extinguisher	First Aid Supplies - Ord Office	125.20
74001	07/12/2023	07/24/2023	PG&E	Gas and Electric Service 06/2023	1,508.76
74002	07/01/2023	07/24/2023	ACWA Joint Power Ins Authority	Cyber Liability Insurance 07/2023 - 06/2024	6,836.00
74003	07/06/2023	07/24/2023	Orkin Franchise 925	BLM/ IOP Pest Control 06/2023	219.00
74004	07/08/2023	07/24/2023	Johnson Controls Security Solutions LLC	Ord Alarm 08/2023 - 07/2024	2,192.42
74005	07/01/2023	07/24/2023	Maynard Group	Network Support 07/2023	5,355.73
74006	06/30/2023	07/24/2023	DataProse, LLC	Customer Billing Statements 06/2023	5,890.57
74007	07/06/2023	07/24/2023	Kelly-Moore Paint Company, Inc.	General Operations/ Maintenance Supplies	227.20
74008	07/10/2023	07/24/2023	Monterey County Water Resources Agency	Technical/ Professional Assistance - Groundwater Sustainability Plan Development	840.79
74009	06/29/2023	07/24/2023	Edges Electrical Group, LLC	(5) Post Bases - Hodges LS; General Operations/ Maintenance Supplies	570.44
74010	07/03/2023	07/24/2023	Monterey Bay Technologies, Inc.	IT Support Services 07/2023	3,600.00
74011	06/30/2023	07/24/2023	The Pun Group, LLP	2023 Audit - 1st Progress Billing	10,000.00
74012	07/01/2023	07/24/2023	Simpler Systems, Inc.	UB/ Finance Datapp Maintenance 07/2023	500.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74013	06/22/2023	07/24/2023	Azteca Systems Holdings, LLC	Cityworks License Upgrade to Premium 07/2023 - 03/2024	1,142.00
74014	08/01/2023	07/24/2023	The Ferguson Group, LLC	Grant Writing and Legislative Advocacy 08/2023	1,700.00
74015	07/10/2023	07/24/2023	SBRK Finance Holdings, Inc.	CivicPay/ CivicPay IVR Transaction Fees 06/2023	1,801.00
74016	06/30/2023	07/24/2023	Regional Government Services Authority	Classification/ Compensation Study 06/2023; Grant Management/ Accounting Services 06/2023; Human Resource Consulting Services 06/2023	13,886.60
74017	07/01/2023	07/24/2023	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 07/2023	820.88
74018	07/20/2023	07/24/2023	Customer Service Refund	Refund Check - 319 Ardenes Cir	14.99
74019	07/20/2023	07/24/2023	Customer Service Refund	Refund Check - 14526 Lee Ave	129.19
74020	07/20/2023	07/24/2023	Customer Service Refund	Refund Check - Hydrant Meter	1,163.46
74021	07/20/2023	07/24/2023	Customer Service Refund	Refund Check - 198 Terry Cir	10.39
74022	07/20/2023	07/24/2023	Customer Service Refund	Refund Check - 141 Peppertree Pl	35.00
74023	07/20/2023	07/24/2023	Customer Service Refund	Refund Check - 490 Jean Cir	35.00
74024	07/20/2023	07/24/2023	Customer Service Refund	Refund Check - Hydrant Meter	2,258.00
74025	07/20/2023	07/24/2023	Customer Service Refund	Refund Check - 14746 Kit Carson Dr	40.00
74026	07/20/2023	07/24/2023	Customer Service Refund	Refund Check - 3087 Messinger Dr	8.53
74027	07/20/2023	07/24/2023	Customer Service Refund	Refund Check - 2725 Parkview Way	110.41
74028	07/20/2023	07/24/2023	Customer Service Refund	Refund Check - 18447 McClellan Cir	40.00
74029	07/20/2023	07/24/2023	Customer Service Refund	Refund Check - 275 Hillcrest Ave	4.72
74030	07/20/2023	07/24/2023	Customer Service Refund	Refund Check - 3223 Susan Ave	86.32
ACH	07/07/2023	07/07/2023	Payroll Direct Deposit	Payroll Ending 06/30/23	119,774.62
ACH	07/07/2023	07/07/2023	CalPERS	Payroll Ending 06/30/23	26,880.77
ACH	07/07/2023	07/07/2023	Empower Retirement	Payroll Ending 06/30/23	13,092.19
ACH	07/07/2023	07/07/2023	Internal Revenue Service	Payroll Ending 06/30/23	48,330.81
ACH	07/07/2023	07/07/2023	State of California - EDD	Payroll Ending 06/30/23	10,048.37
ACH	07/07/2023	07/07/2023	WageWorks, Inc.	Payroll Ending 06/30/23	910.33
501545	07/07/2023	07/07/2023	General Teamsters Union	Payroll Ending 06/30/23	688.00
501546	06/30/2023	07/12/2023	Employee Reimbursement	Re-Issue Ck #43671/ WCC Meeting	21.40
501547	06/30/2023	07/12/2023	Employee Reimbursement	Re-Issue Ck #51442/ 03/01-03/03 CA UWCC Meals	41.84
501548	06/30/2023	07/12/2023	Employee Reimbursement	Re-Issue Ck #52358/ 902.07.2011	161.54
501549	06/30/2023	07/12/2023	Employee Reimbursement	Re-Issue Ck #63633/ Nor-Cal Landscape and Nursery Show	120.00
501550	06/30/2023	07/12/2023	Employee Reimbursement	Re-Issue Ck #50386/ Desal Meeting Oakland Parking	5.00
501551	06/30/2023	07/12/2023	Board Compensation	Re-Issue Ck #65498/ Board Compensation - 01/22	50.00
501552	06/30/2023	07/12/2023	Employee Reimbursement	Re-Issue Ck #500877/ AR Refund - COBRA Payment	1.95
501553	06/01/2023	07/17/2023	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 07/2023	71,459.37
501554	06/17/2023	07/17/2023	Principal Life	Employee Paid Benefits 07/2023	263.60
501555	06/10/2023	07/17/2023	Lincoln National Life Insurance Company	Life, Short/ Long Term Disability, AD&D Insurance 07/2023	2,688.93
ACH	07/21/2023	07/21/2023	Payroll Direct Deposit	Payroll Ending 07/14/23	121,794.52
ACH	07/21/2023	07/21/2023	CalPERS	Payroll Ending 07/14/23	30,480.60
ACH	07/21/2023	07/21/2023	Empower Retirement	Payroll Ending 07/14/23	18,586.95

<b>Check No</b>	<b>Invoice Date</b>	<b>Check Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
ACH	07/21/2023	07/21/2023	Internal Revenue Service	Payroll Ending 07/14/23	49,418.21
ACH	07/21/2023	07/21/2023	State of California - EDD	Payroll Ending 07/14/23	10,341.10
ACH	07/21/2023	07/21/2023	WageWorks, Inc.	Payroll Ending 07/14/23	910.33
ACH	07/01/2023	07/27/2023	CalPERS	Unfunded Liability - Classic/ PERS62 Plan	314,764.00
<b>Total Disbursements for July 2023</b>					<b>1,450,061.05</b>

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-B

**Meeting Date:** August 21, 2023

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger PE

**Agenda Title:** Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of July 17, 2023

**Staff Recommendation:** Approve the draft minutes of the July 17, 2023 regular joint Board/GSA meeting.

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

**Discussion/Analysis:** The draft minutes of July 17, 2023 are provided for the Board to consider approval.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

**Financial Impact:** \_\_\_\_ Yes      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 July 17, 2023.

**Action Required:** \_\_\_\_ Resolution      X   Motion    \_\_\_\_ Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_





# Marina Coast Water District

## Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting  
July 17, 2023

### Draft Minutes

#### 1. Call to Order:

President Shriner called the meeting to order at 6:00 p.m. on July 17, 2023 both in-person at 920 2<sup>nd</sup> Avenue, Suite A, Marina, California; and, via Zoom teleconference. President Shriner then proceeded with a land acknowledgement. “As Marina Coast Water District celebrates its 63rd year providing publicly owned water service to its customers in Marina and the Ord Community, we acknowledge that our service is located on the traditional lands of the Esselen people. They are known today as the Ohlone/Constanoan-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/Coastanoan-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  
Herbert Cortez – Vice President – arrived at 6:03 p.m.  
Thomas P. Moore  
Gail Morton  
Brad Imamura

##### Board Members Absent:

None

##### Staff Members Present:

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

Agenda Item 2 (continued):

Audience Members:

Andy Sterbenz, Schaaf & Wheeler  
Mike McCullough, MIW  
Phil Clark, Seaside Resident  
Alexia Reppert, City of Seaside  
Brian McCarthy, Marina Resident  
Paula Pelot, Marina Resident

3. Public Comment on Closed Session Items:

There were no comments made.

The Board entered into closed session at 6:04 p.m. to discuss the following items:

4. Closed Session:

- A. Pursuant to Government Code 54957 (a)  
Threat to Public Services or Facilities  
Consultation With District Counsel and Information Technology Administrator
- B. Pursuant to Government Code 54956.9  
Conference with Legal Counsel – Existing Litigation  
LandWatch Monterey County v Marina Coast Water District and Does 1 through 25, inclusive, Monterey County Superior Court Case No. 18CV000877 (Petition for Writ of Mandate)
- C. Pursuant to Government Code 54957.6  
Conference with Labor Negotiators  
Agency Negotiators (General Manager)  
Employee Organization: Teamsters Local 890

The Board ended closed session at 8:26 p.m. President Shriner reconvened the meeting to open session at 8:30 p.m.

5. Reportable Actions Taken During Closed Session:

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

6. Pledge of Allegiance:

Director Moore led everyone present in the pledge of allegiance.

7. Oral Communications:

There were no public comments made.

8. Presentation:

A. Proposed Sewer Billing Change by Monterey One Water:

Mr. Mike McCullough, Monterey One Water, gave a brief presentation on their efforts to change their billing from bi-monthly to an annual fee on a property tax bill. He added that this would be a public process with plenty of opportunities for the public to participate in the decision-making.

9. Marina Coast Water District Groundwater Sustainability Agency Matters:

A. Action Item:

1. Adopt Resolution No. 2023-GSA01 to Approve a Professional Services Agreement with EKI Environment & Water, Inc. for Groundwater Sustainability Plan Implementation:

Mr. Patrick Breen, Water Resources Manager, introduced this item noting that this item was to approve a Professional Services Agreement with EKI Environment & Water for the Monterey Sub-basin Groundwater Sustainability Plan implementation. Director Morton asked for clarification on this item.

Director Moore made a motion to adopt Resolution No. 2023-GSA01 to approve a Professional Services Agreement with EKI Environment & Water, Inc. for Groundwater Sustainability Plan Implementation. Director Imamura seconded the motion. The motion was passed by the following vote:

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

2. Adopt Resolution No. 2023-GSA02 to Authorize the General Manager to Execute a Cost Sharing Agreement and Supplemental Memorandum of Agreement with the Seaside Watermaster and Monterey Peninsula Water Management District for the Installation of Monitoring Well FO-9 Shallow:

Mr. Breen introduced this item. The Board asked clarifying questions.

Director Morton made a motion to adopt Resolution No. 2023-GSA02 to Authorize the General Manager to Execute a Cost Sharing Agreement and Supplemental Memorandum of Agreement with the Seaside Watermaster and Monterey Peninsula Water Management District for the Installation of Monitoring Well FO-9 Shallow.

Agenda Item 9-A2 (continued):

Director Moore seconded the motion. The motion was passed by the following vote:

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

10. Return to Marina Coast Water District Matters:

11. Consent Calendar:

Director Morton made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of June 2023; B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of June 19, 2023; C) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of July 10, 2023; D) Adopt Resolution No. 2023-24 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY 2023-2024; E) Adopt Resolution No. 2023-25 to Authorize the Purchase and Retrofit of a New Sewer Closed Circuit Television Camera and Equipment for the Operations and Maintenance Department; F) Adopt Resolution No. 2023-26 to Authorize the Sole-Source Purchase of Eleven Flygt Sewage Pumps for the District's Sewer Lift Stations from Shape Incorporated; and, G) Adopt Resolution No. 2023-27 to Execute a Mutual Assistance Agreement Between Marina Coast Water District and the Carmel Area Wastewater District. Director Moore seconded the motion. The motion was passed by the following vote:

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

12. Action Items:

- A. Adopt Resolution No. 2023-28 to Approve the First Amendment to the Memorandum of Agreement Between Marina Coast Water District and California Department of Parks and Recreation:

Mr. Derek Cray, Operations and Maintenance Manager, introduced this item. The Board asked clarifying questions regarding easements.

Director Moore made a motion to adopt Resolution No. 2023-28 to Approve the First Amendment to the Memorandum of Agreement Between Marina Coast Water District and California Department of Parks and Recreation. Director Imamura seconded the motion. The motion was passed by the following vote:

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

B. Receive an End of Year Engineering Report:

Mr. Garrett Haertel, District Engineer, introduced this item. Director Moore suggested staff contact the Co-Op Education Center at North Eastern University regarding Civil Engineering Interns to work at the District to gain work experience.

President Shriner noted it was nearing 10:00 p.m. and asked if there was a motion to continue the meeting.

Director Moore made a motion to continue the meeting to complete the agenda. Vice President Cortez seconded the motion. The motion was passed by the following vote:

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

C. Adopt Resolution No. 2023-29 to Amend the FY 2022-2023 Capital Improvement Budget to Fully Fund the A1/A2 Reservoir and B/C Booster Station Project and the Intermediate Reservoir Recoating and Replacement Projects:

Mr. Haertel introduced this item. The Board asked clarifying questions.

Director Morton made a motion to adopt Resolution No. 2023-29 to amend the FY 2022-2023 Capital Improvement Budget to Fully Fund the A1/A2 Reservoir and B/C Booster Station Project and the Intermediate Reservoir Recoating and Replacement Projects. Director Moore seconded the motion. The motion was passed by the following vote:

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

13. Informational Items:

A. General Manager's Report:

Mr. Scherzinger stated he and President Shriner attended the Salinas Valley Chamber of Commerce and listened to a presentation by CalAm on their desal project. He added that he and President Shriner are planning on reaching out to the Salinas Chamber to see about giving a presentation on the District's perspective in the community in the greater region.

B. Committee and Board Liaison Reports:

1. Budget and Engineering Committee:

Director Morton gave a brief update.

2. M1W Board Member Liaison:

Director Moore gave a brief update.

14. Board Member Requests for Future Agenda Items:

Director Imamura asked to discuss an earlier meeting start time. President Shriner asked to have the Steering Committee and Joint City District Committees listed on the agenda under Committee and Board Liaison Reports; and, compensation for the Steering Committee.

15. Director's Comments:

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

16. Adjournment:

The meeting was adjourned at 10:05 p.m.

APPROVED:

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Jan Shriner, President

ATTEST:

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Paula Riso, Deputy Secretary

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-C

**Meeting Date:** August 21, 2023

**Prepared By:** Mary Lagasca, CPA

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Receive the 2nd Quarter Investment Report for Calendar Year 2023

**Staff Recommendation:** The Board receives the Marina Coast Water District Quarterly Investment Report for 2023.

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

The California Government Code Section 53646 and the District’s Investment Policy requires that a Quarterly Investment Report be submitted to the Board for review. This investment report allows the Board and the public to verify that the District’s funds are invested in a safe and prudent manner, and that such investments comply with the District’s Investment Policy and State Law.

**Discussion/Analysis:** The District’s combined portfolio as of June 30, 2023 has a book value of \$31,796,302 and has earned a total of \$455,702 in interest earnings for the first six months of the year. 32% of the District’s portfolio is invested with the State’s Local Agency Investment Fund (LAIF) earning an interest of 3.15%. The other 35% of the portfolio are invested in Certificates of Deposits with various banks with interest rates ranging from 3.50% to 4.55%. The remaining 33% of the portfolio is invested in the District’s general checking account and several money market accounts earning 3.56% in interest.

Overall, the District’s investments continue to perform well as can be seen with the historical investment summary provided. In the calendar year 2022, the District saw an increase of \$6.4 million in total investments and a 328% increase in interest earnings from prior year. Six months into calendar year 2023, the District has already increased its investments by \$3.1 million and has earned 95% of the interest earnings from prior year.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

**Financial Impact:** \_\_\_\_\_ Yes      X   No

**Funding Source/Recap:** None

**Material Included for Information/Consideration:** Historical Investment Summary for Second Quarter 2023

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

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_



**MARINA COAST WATER DISTRICT  
HISTORICAL INVESTMENT SUMMARY**

DEPOSITORY	BALANCE AS OF 12/31/21	YTD INTEREST 12/31/21	RATE	BALANCE AS OF 12/31/22	YTD INTEREST 12/31/22	RATE	BALANCE AS OF 06/30/23	YTD INTEREST 06/30/23	MATURITY DATE	RATE
Mechanics Bank										
General Checking	2,201,599	-		1,499,758	-		23,305	-		
Checking - RUWAP LOC Proceeds	4,380	-		4,117	-		-	-		
Savings/MMK	1,075,214	272	0.04%	8,107,297	32,084	2.78%	8,453,933	129,670		3.56%
Restricted Money Market (MMK)	1,081,402	1,621	0.15%	1,087,431	6,029	2.78%	1,109,020	21,589		3.56%
Savings - Bldg. Removal Fund	978,060	293	0.03%	981,667	3,608	2.78%	998,106	16,439		3.56%
Certificate of Deposit	-	-		-	-		-	8,822	6/14/23	3.50%
Certificate of Deposit	-	-		-	-		1,000,000	10,452	9/14/23	3.50%
Certificate of Deposit	-	-		-	-		5,000,000	35,753	1/26/24	4.35%
PNC Bank										
General Checking	-	-		-	-		2,875	-		
Certificate of Deposit	-	-		-	-		3,000,000	26,552	7/21/23	4.55%
Certificate of Deposit	-	-		-	-		2,000,000	17,507	10/21/23	4.50%
State Local Agency Investment Fund (LAIF)	16,898,967	52,269	0.23%	17,011,388	191,560	2.07%	10,209,063	188,918		3.15%
<b>Total Investment</b>	<b>22,239,622</b>	<b>54,455</b>	<b>0.11%</b>	<b>28,691,658</b>	<b>233,281</b>	<b>2.60%</b>	<b>31,796,302</b>	<b>455,702</b>		<b>3.80%</b>
<b>YTD Change in Ending Balance</b>				<b>6,452,036</b>	<b>328%</b>		<b>3,104,644</b>	<b>95%</b>		

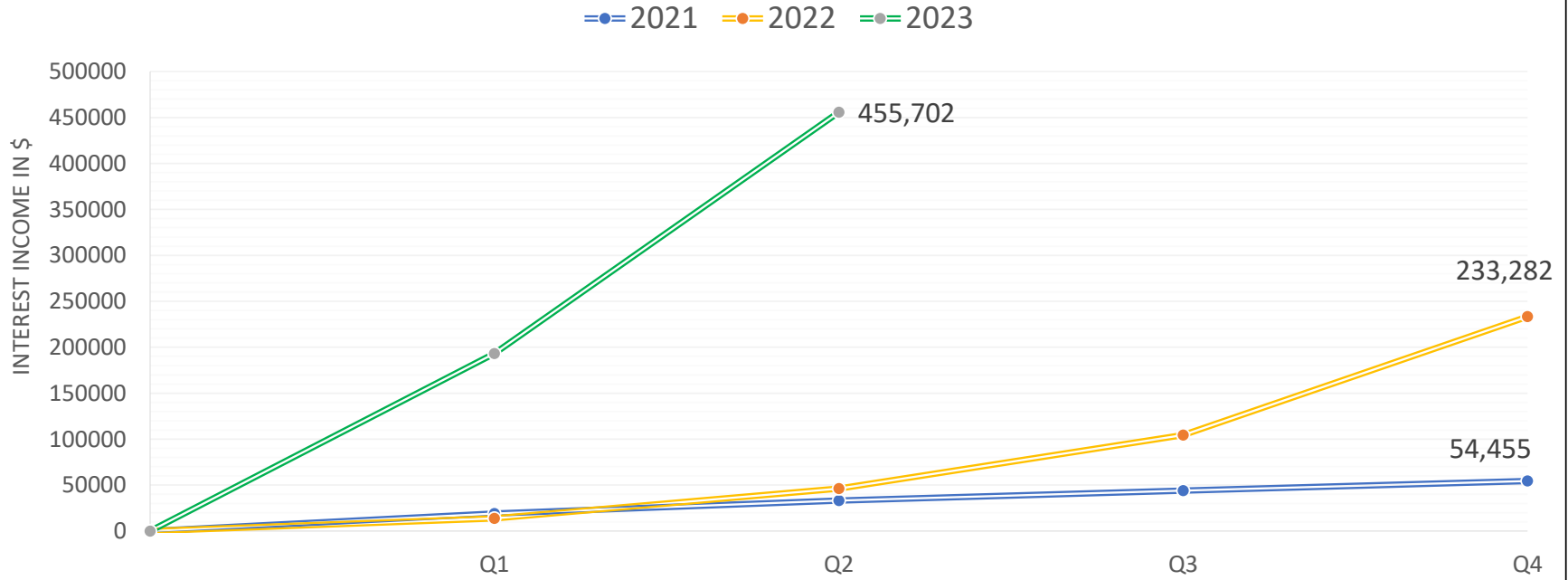
\* Report is based on calendar year

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

\*\*\* CD interests are posted on the maturity date

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

# YTD INTEREST INCOME BY QUARTER



<u>Interest Income</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Q1	18,977	13,903	193,290
Q2	14,283	32,268	262,412
Q3	10,875	58,380	
Q4	10,320	128,731	
<b>Total Interest</b>	<b>54,455</b>	<b>233,282</b>	<b>455,702</b>

**Marina Coast Water District  
Staff Report**

**Agenda Item:** 8-D

**Meeting Date:** August 21, 2023

**Prepared By:** Patrick Breen

**Approved By:** Remleh Scherzinger PE

**Agenda Title:** Receive the 2nd Quarter 2023 District Water Consumption Report

**Summary:** The Board of Directors is requested to receive the 2nd Quarter 2023 District Water Consumption Report. The report is a ten-year comparative report that is provided to the Board on a quarterly basis. Quarterly water consumption reports of the Ord Community have been submitted to the Board since 2006 and are organized by land-use jurisdiction.

Reports submitted since 2016 include the groundwater (potable) consumption information and an analysis of variances between current-year projected consumption and prior-year consumption. In addition, two graphs of the data in the consumption report are included; 1) 10-Year Comparison of Annual Usage of Central Marina and the Ord Community, and 2) 10-Year Comparison of Annual Usage of the Ord Community by Jurisdiction.

Recycled Water deliveries to the Blackhorse/Bayonet Golf Courses is 242.71 for the year.

Informational annotations for the data included in the report are as follows:

- Almost no rain in April helped dry out landscapes throughout the community. Then, we experienced many days of heavy drizzle, and some days of actual rainfall in May and June. The unexpected rain in early May, measuring 0.6” of an inch, boosted the quarterly rainfall total to 0.8” inches. That amount of rainfall was only 49% of the historical average of 1.61” inches. Actual rainfall for the calendar year-to-date is now below average at 13.28” inches (89%) compared to the historical average of 14.98” inches.
- The many cool, moist, overcast days during the Second Quarter limited the measured evapotranspiration (ET) rate to 15.42” inches. This quarterly ET measurement was 8% below the historical average measurement of 16.72” inches.

As the State emerged from severe drought this year and the District reverted to Stage One of its Water Shortage Contingency Plan (to normal water year conditions) the consumption for the District for the year has remained below the three and five year running averages. This is due to the wet conditions and generally mild weather the District service area has enjoyed this year.



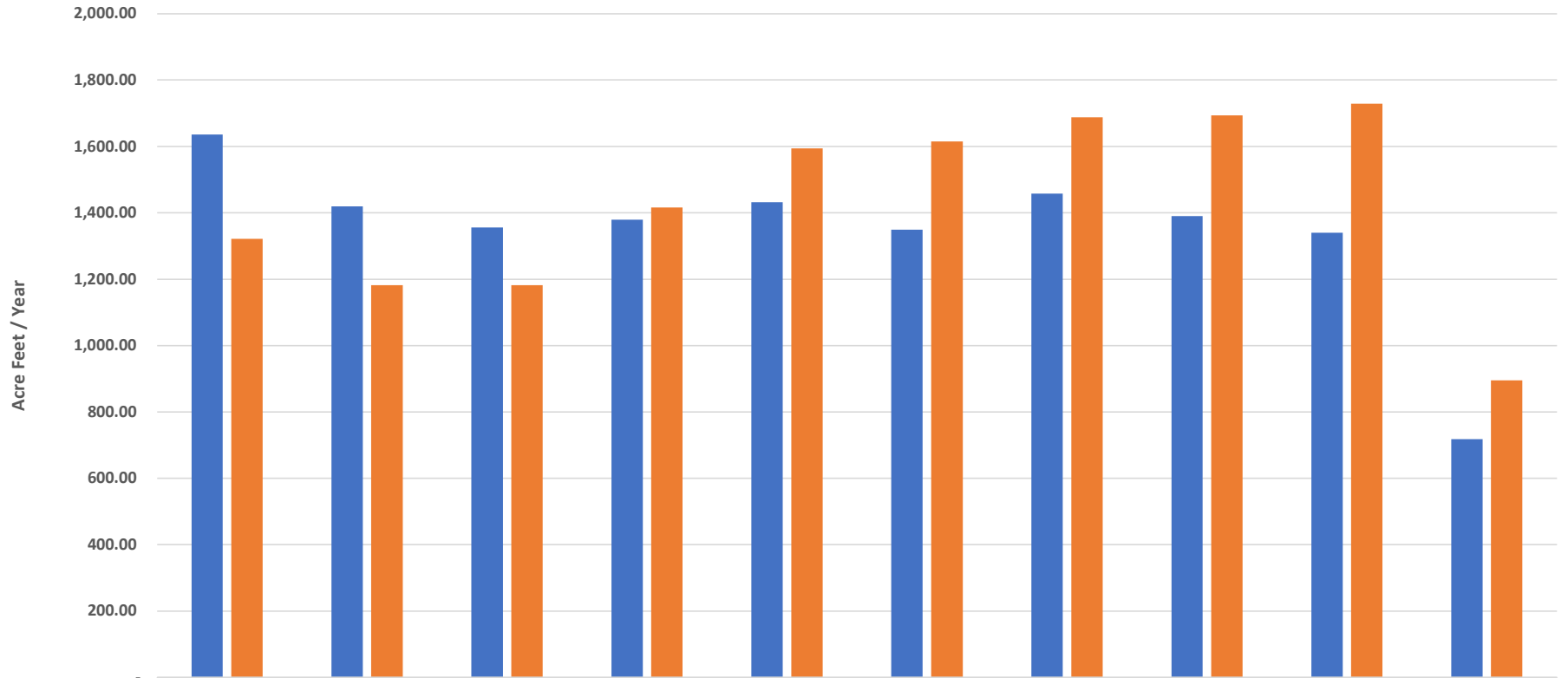
**Marina Coast Water District**  
 10 Year Annual Consumption as of July 31, 2023

**Metered Consumption**

Boundary	Subdivision	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	2020 Consumption	2021 Consumption	2022 Consumption	2023* Consumption	3Yr Running Avg.	5Yr Running Avg.	Allocation
<b>Boundary: Central Marina</b>														
Central Marina	Central Marina	1,599.58	1,388.97	1,327.45	1,349.94	1,400.84	1,315.11	1,402.34	1,343.71	1,308.04	696.96			
Central Marina	East Ridge	10.15	8.16	7.92	8.04	8.18	9.30	8.92	8.14	8.68	4.11			
Central Marina	MarinaConstruction	-	-	-	-	-	3.33	23.28	14.94	1.52	3.23			
Central Marina	MB Estates II	12.27	9.74	9.40	9.61	10.66	9.10	10.17	9.55	9.29	5.66			
Central Marina	MB Estates III	3.86	3.17	2.73	2.95	3.46	4.00	4.20	3.79	3.71	2.29			
Central Marina	Sea Breeze	10.27	9.02	8.81	8.80	8.91	7.92	8.87	9.83	9.10	5.48			
<b>Total Central Marina</b>		<b>1,636.13</b>	<b>1,419.05</b>	<b>1,356.31</b>	<b>1,379.33</b>	<b>1,432.05</b>	<b>1,348.77</b>	<b>1,457.78</b>	<b>1,389.95</b>	<b>1,340.35</b>	<b>717.73</b>	<b>1,149.34</b>	<b>1,250.92</b>	<b>3,190.00</b>
<b>Boundary: FOArmy</b>														
FOArmy	Army	22.84	19.39	25.05	24.51	26.59	26.71	22.47	18.75	16.98	9.29			
FOArmy	Fitch Park	66.31	60.20	56.96	97.06	101.43	102.71	105.04	96.03	97.84	47.77			
FOArmy	Hayes Park	71.18	53.40	46.78	53.23	59.12	53.65	51.37	49.65	47.23	20.87			
FOArmy	Marshall Park	-	-	-	5.66	56.31	59.42	56.48	56.84	56.12	31.45			
FOArmy	Ord Kidney	80.47	71.44	70.02	70.14	83.27	108.33	128.11	116.49	108.94	62.00			
FOArmy	Stilwell Park	28.44	33.74	23.91	21.47	32.05	50.20	45.78	44.89	58.45	36.52			
<b>Total FOArmy</b>		<b>269.25</b>	<b>238.17</b>	<b>222.71</b>	<b>272.07</b>	<b>358.76</b>	<b>401.03</b>	<b>409.26</b>	<b>382.64</b>	<b>385.55</b>	<b>207.89</b>	<b>325.36</b>	<b>357.27</b>	<b>1,577.00</b>
<b>Boundary: FOCountry</b>														
FOCounty	County	3.00	3.17	5.40	8.78	4.91	5.01	1.04	2.10	2.45	2.17			
FOCounty	CountyConstruction	-	-	0.68	-	0.86	-	-	-	-	-			
FOCounty	EastGarrison	35.21	71.61	65.92	136.90	175.55	202.19	225.57	219.40	212.59	98.25			
<b>Total FOCountry</b>		<b>38.21</b>	<b>74.78</b>	<b>72.00</b>	<b>145.68</b>	<b>181.32</b>	<b>207.20</b>	<b>226.62</b>	<b>221.50</b>	<b>215.03</b>	<b>100.42</b>	<b>178.99</b>	<b>194.15</b>	<b>710.00</b>
<b>Boundary: FOCSUMB</b>														
FOCSUMB	CSUMB	152.68	104.04	97.61	128.61	130.90	113.71	86.87	117.16	161.91	73.99			
FOCSUMB	Frederick Park	63.02	65.91	67.34	63.52	56.50	42.83	30.22	32.67	38.26	21.14			
FOCSUMB	Schoonover I	105.32	102.44	97.96	98.39	103.86	99.17	101.81	94.37	74.84	45.49			
FOCSUMB	Schoonover II	23.92	20.69	20.15	23.84	26.73	21.77	23.47	20.61	18.92	9.27			
<b>Total FOCSUMB</b>		<b>344.95</b>	<b>293.08</b>	<b>283.06</b>	<b>314.36</b>	<b>317.98</b>	<b>277.48</b>	<b>242.37</b>	<b>264.81</b>	<b>293.93</b>	<b>149.88</b>	<b>236.21</b>	<b>245.69</b>	<b>1,035.00</b>
<b>Boundary: FOMarina</b>														
FOMarina	Abrams HAuthor	8.98	8.39	9.43	10.77	12.02	5.90	7.16	5.09	2.79	1.53			
FOMarina	Abrams Interim	4.92	3.89	3.75	4.12	4.56	3.43	5.15	4.74	4.42	2.63			
FOMarina	Abrams Park	56.92	44.20	39.54	50.91	54.50	52.45	47.92	45.30	42.47	21.04			
FOMarina	Dunes CHOMP	9.12	8.58	6.77	5.41	6.88	6.42	3.51	4.28	7.13	5.36			
FOMarina	Dunes Comm	14.28	12.71	14.06	30.12	32.89	30.66	25.43	30.53	32.45	16.69			
FOMarina	Dunes on MB Res	0.10	4.69	24.69	45.20	64.16	64.39	79.30	83.14	87.20	48.49			
FOMarina	Dunes UV Apts	28.85	33.97	20.23	23.56	23.86	23.85	20.72	23.60	19.82	9.91			
FOMarina	Dunes UVSpecPlan	3.52	1.98	2.45	3.24	2.25	1.34	0.88	0.71	0.79	0.55			
FOMarina	Dunes VA DOD	-	-	0.09	5.42	2.08	2.61	2.25	1.92	1.91	0.87			
FOMarina	Imjin Office Park	1.60	2.03	4.89	4.61	2.47	7.93	9.09	7.69	8.40	3.97			
FOMarina	Marina	13.80	16.99	31.61	31.54	33.71	33.89	21.60	23.69	36.51	19.16			
FOMarina	Marina Construc	-	-	-	-	-	-	-	-	-	1.67			
FOMarina	Marina Construction	-	-	-	-	-	-	-	-	0.02	0.73			
FOMarina	MarinaAirport	2.75	2.30	2.03	2.77	7.50	3.45	6.24	4.87	5.30	3.22			
FOMarina	MarinaConstruction	35.13	25.33	39.65	42.84	25.35	35.70	45.45	39.93	58.38	21.56			
FOMarina	MarinaRecreation	-	-	-	0.05	-	-	-	-	-	-			
FOMarina	Preston Park	83.30	51.93	51.63	56.29	61.31	55.97	66.12	63.13	61.73	28.67			

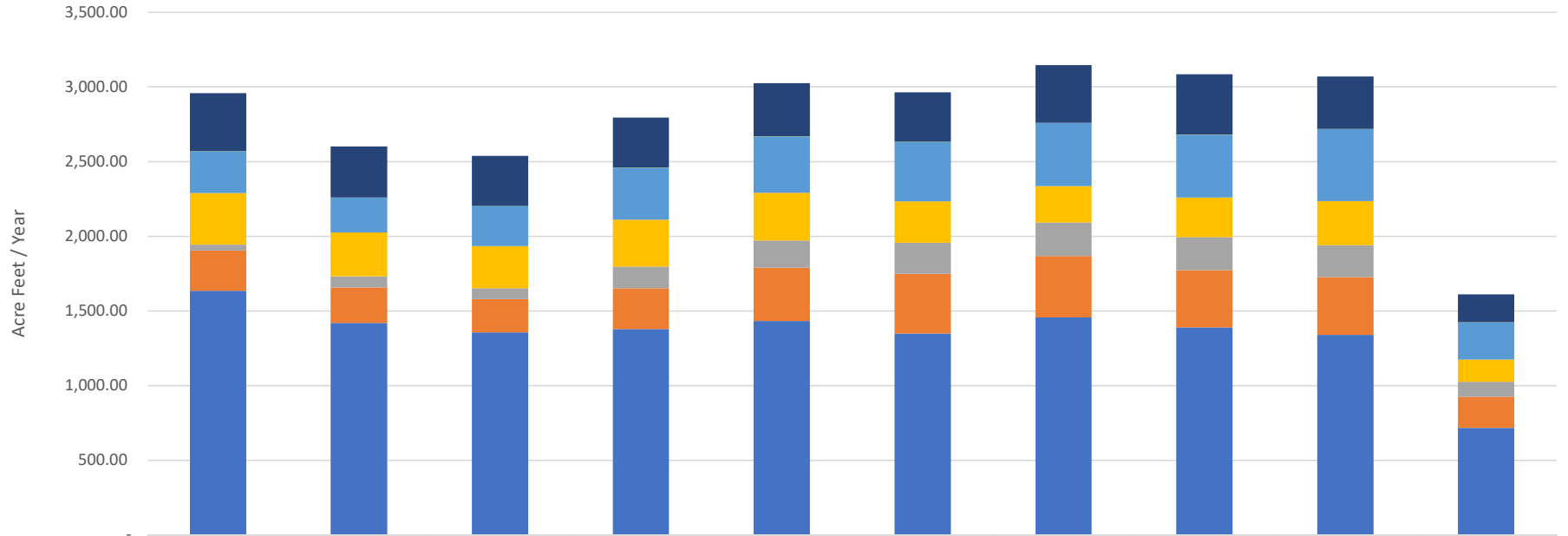
Boundary	Subdivision	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	2020 Consumption	2021 Consumption	2022 Consumption	2023* Consumption	3Yr Running Avg.	5Yr Running Avg.	Allocation
FOMarina	Preston Shelter	5.85	5.43	6.63	5.83	5.92	5.06	4.16	7.25	7.65	3.96			
FOMarina	School	3.34	4.54	1.93	1.95	2.27	2.72	2.64	1.44	1.81	0.11			
FOMarina	SeaHaven	7.49	7.34	10.02	23.37	37.67	61.92	75.21	74.77	103.06	59.72			
<b>Total FOMarina</b>		<b>279.97</b>	<b>234.28</b>	<b>269.41</b>	<b>348.01</b>	<b>379.41</b>	<b>397.68</b>	<b>422.82</b>	<b>422.07</b>	<b>481.86</b>	<b>249.82</b>	<b>384.58</b>	<b>394.85</b>	<b>1,325.00</b>
<b>Boundary: FOSeaside</b>														
FOSeaside	Bay View	140.11	85.47	86.77	101.92	93.75	90.62	105.23	101.06	88.98	55.72			
FOSeaside	Marina Coast Water Distr	-	-	-	-	-	0.04	0.08	0.82	1.32	0.39			
FOSeaside	School	39.80	50.02	48.91	30.95	43.57	44.06	58.89	71.24	62.50	32.69			
FOSeaside	Seaside	4.17	3.91	7.08	5.97	8.06	2.24	3.21	6.51	7.18	5.65			
FOSeaside	Seaside Construction	-	-	-	-	-	-	-	-	-	0.01			
FOSeaside	Seaside Resort	0.63	0.51	0.89	0.98	1.23	1.21	1.89	1.15	1.21	0.74			
FOSeaside	Seaside Soper	12.70	9.58	9.30	8.50	9.12	8.13	11.04	7.94	8.96	3.44			
FOSeaside	SeasideConstruction	11.39	18.86	14.39	13.41	13.65	8.64	9.64	35.60	14.05	1.70			
FOSeaside	SeasideHighland	134.27	123.69	109.28	114.89	126.20	116.47	134.89	125.56	118.11	59.80			
FOSeaside	Sun Bay	44.95	48.70	57.89	58.66	59.44	59.13	61.21	51.80	45.00	23.77			
FOSeaside	The Enclave at Cypress C	-	-	-	-	-	-	-	-	4.25	2.53			
<b>Total FOSeaside</b>		<b>388.03</b>	<b>340.74</b>	<b>334.51</b>	<b>335.28</b>	<b>355.01</b>	<b>330.53</b>	<b>386.07</b>	<b>401.69</b>	<b>351.54</b>	<b>186.43</b>	<b>313.22</b>	<b>331.25</b>	<b>1,012.50</b>
<b>Boundary: FOUCMBES</b>														
FOUCMBES	UCMBest	1.11	0.94	0.75	1.30	1.80	1.10	0.73	1.07	1.02	0.72			
<b>Total FOUCMBES</b>		<b>1.11</b>	<b>0.94</b>	<b>0.75</b>	<b>1.30</b>	<b>1.80</b>	<b>1.10</b>	<b>0.73</b>	<b>1.07</b>	<b>1.02</b>	<b>0.72</b>	<b>0.94</b>	<b>0.93</b>	<b>230.00</b>
<b>Total Ord Community</b>		<b>1,321.51</b>	<b>1,181.98</b>	<b>1,182.44</b>	<b>1,416.70</b>	<b>1,594.28</b>	<b>1,615.03</b>	<b>1,687.87</b>	<b>1,693.79</b>	<b>1,728.94</b>	<b>895.17</b>	<b>1,439.30</b>	<b>1,524.16</b>	<b>5,889.50</b>
<b>Grand Total</b>		<b>2,957.64</b>	<b>2,601.03</b>	<b>2,538.75</b>	<b>2,796.03</b>	<b>3,026.33</b>	<b>2,963.79</b>	<b>3,145.65</b>	<b>3,083.74</b>	<b>3,069.29</b>	<b>1,612.89</b>	<b>2,588.64</b>	<b>2,775.07</b>	<b>9,079.50</b>

**Marina Coast Water District  
10-Year Comparison Annual Consumption in Acre Feet**



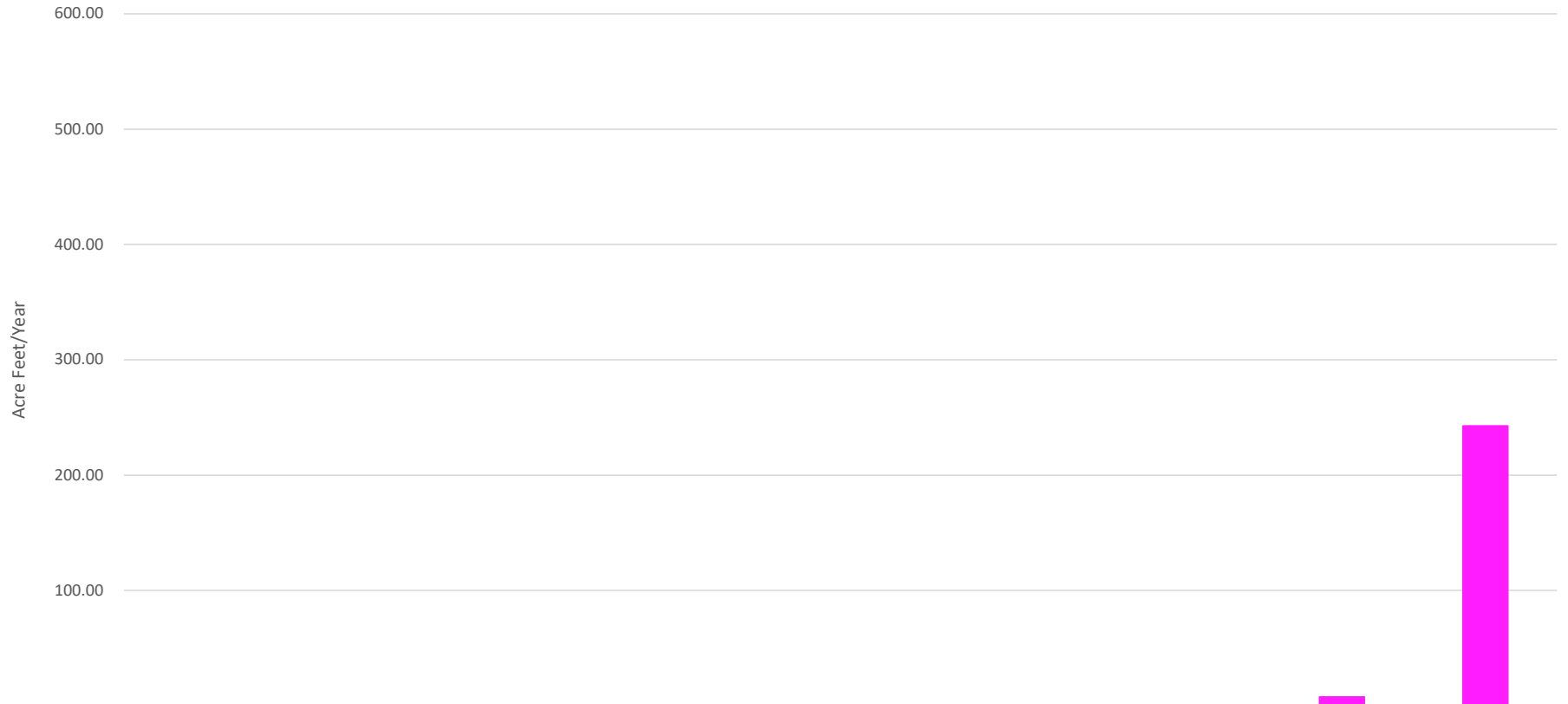
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
■ Central Marina	1,636.13	1,419.05	1,356.31	1,379.33	1,432.05	1,348.77	1,457.78	1,389.95	1,340.35	717.73
■ Ord Community	1,321.51	1,181.98	1,182.44	1,416.70	1,594.28	1,615.03	1,687.87	1,693.79	1,728.94	895.17

### Marina Coast Water District 10-Year Comparison Annual Consumption in Acre Feet



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
FOSeaside	388.03	340.74	334.51	335.28	355.01	330.53	386.07	401.69	351.54	186.43
FOUCMBES	1.11	0.94	0.75	1.30	1.80	1.10	0.73	1.07	1.02	0.72
FOMarina	279.97	234.28	269.41	348.01	379.41	397.68	422.82	422.07	481.86	249.82
FOCSUMB	344.95	293.08	283.06	314.36	317.98	277.48	242.37	264.81	293.93	149.88
FOCounty	38.21	74.78	72.00	145.68	181.32	207.20	226.62	221.50	215.03	100.42
FOArmy	269.25	238.17	222.71	272.07	358.76	401.03	409.26	382.64	385.55	207.89
Central Marina	1,636.13	1,419.05	1,356.31	1,379.33	1,432.05	1,348.77	1,457.78	1,389.95	1,340.35	717.73

**Marina Coast Water District - Recycled Water  
10-Year Comparison Annual Consumption in Acre Feet**



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
■ Golf Course	-	-	-	-	-	-	-	-	7.62	242.71





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

**Metered Consumption (Recycled Water)**

Boundary	Subdivision	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	2020 Consumption	2021 Consumption	2022* Consumption	2023** Consumption	3Yr Running Avg.	5Yr Running Avg.	Allocation	
<b>Boundary: GolfCourse</b>															
GolfCourse	Golf Course	-	-	-	-	-	-	-	-	-	7.62	242.71			
<b>Total GolfCourse</b>		-	-	-	-	-	-	-	-	-	<b>7.62</b>	<b>242.71</b>	-	-	<b>453.00</b>
<hr/>															
<b>Total Ord Community</b>		-	-	-	-	-	-	-	-	-	<b>7.62</b>	<b>242.71</b>	<b>83.44</b>	<b>50.07</b>	<b>453.00</b>
<b>Grand Total</b>		-	-	-	-	-	-	-	-	-	<b>7.62</b>	<b>242.71</b>	<b>83.44</b>	<b>50.07</b>	<b>453.00</b>

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-E

**Meeting Date:** August 21, 2023

**Prepared By:** Patrick Breen

**Approved By:** Remleh Scherzinger PE

**Agenda Title:** Receive the 2nd Quarter 2023 Sewer Flow Report

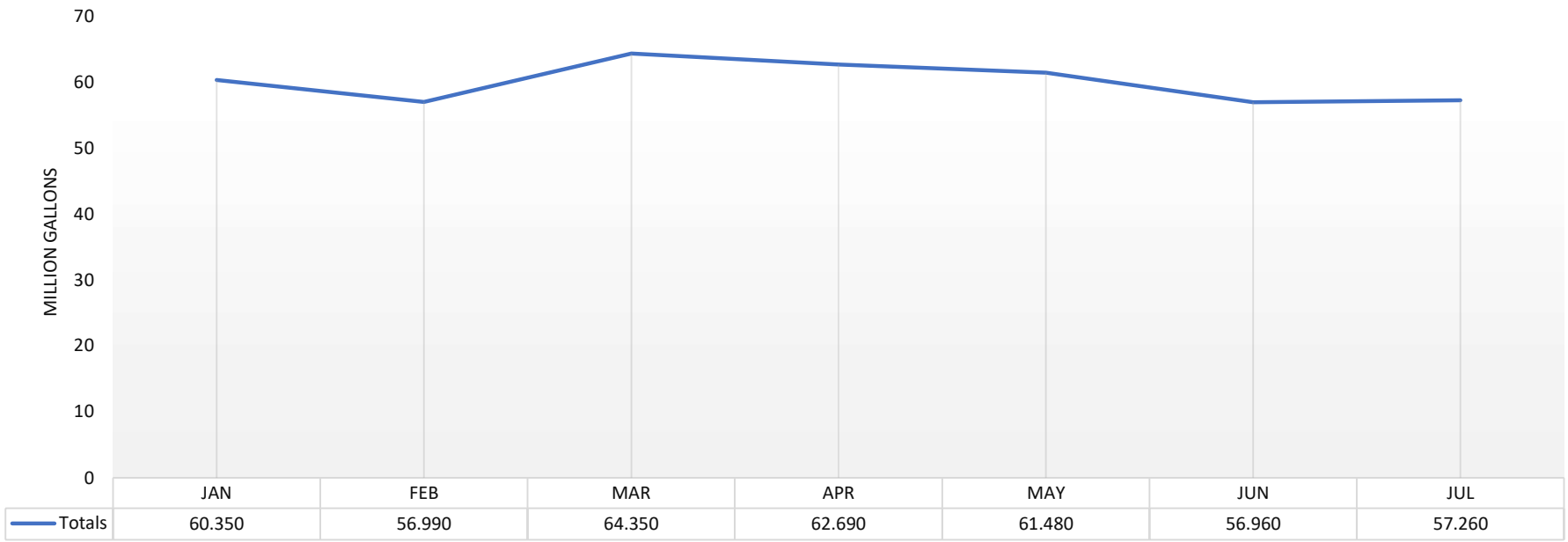
**Summary:** The Board is requested to receive the 2023 Sewer Flow Report for the 2nd quarter of 2023 ended June 30, 2023, plus July flows. This staff report includes tracking information on sewer flows through the Monterey One Water Agency's (M1W) Fort Ord and Marina pump stations.

M1W provides flow data for the Marina Pump Station monthly through an automated report. Marina sanitary sewer flows for the period that ended July 31, 2023, were 228.6 million gallons or 816.35 Acre Feet (AF) which yielded an average daily sewer flow of 1.07 million-gallons-per-day (MGD) or 3.82 AF per day.

The Ord Community's sanitary sewer flow to the M1W interceptor system is measured by a District flume structure located adjacent to the retired Main Garrison wastewater treatment plant. M1W also provides the flow data for the District flume through an automated report. The Ord Community sanitary sewer flows for the period that ended July 31, 2023, was 191.48 million gallons or 683.79 AF, which yielded an average daily sewer flow of 0.903 MGD or 3.22 AF per day.

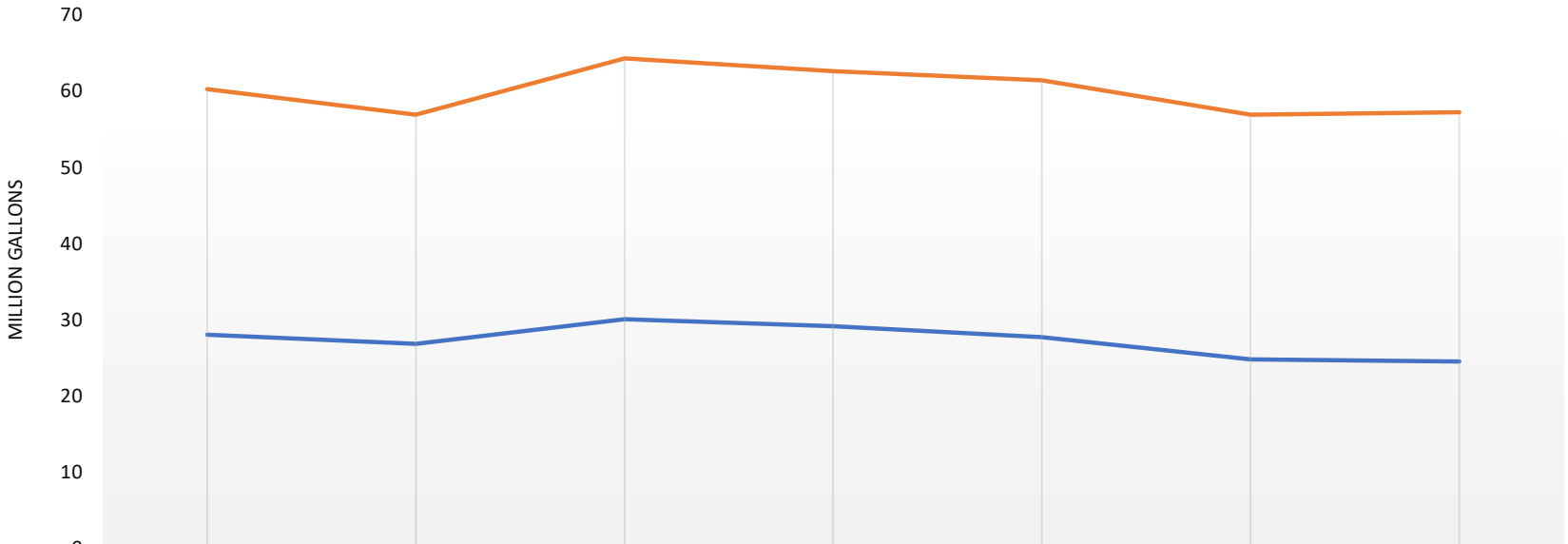
This staff report also includes charts for April-July 2023 average daily flows and total flows in million gallons by month.

## 2023 Total Flows By Month (Ord and Marina)



AXIS TITLE

# 2023 Total Flows By Month



	JAN	FEB	MAR	APR	MAY	JUN	JUL
CENTRAL MARINA	32.280	30.110	34.240	33.480	33.690	32.110	32.690
ORD COMMUNITY	28.070	26.880	30.110	29.210	27.790	24.850	24.570

AXIS TITLE

## 2023 Total Average Daily Flows By Month (Ord and Marina)

MILLION GALLONS

2

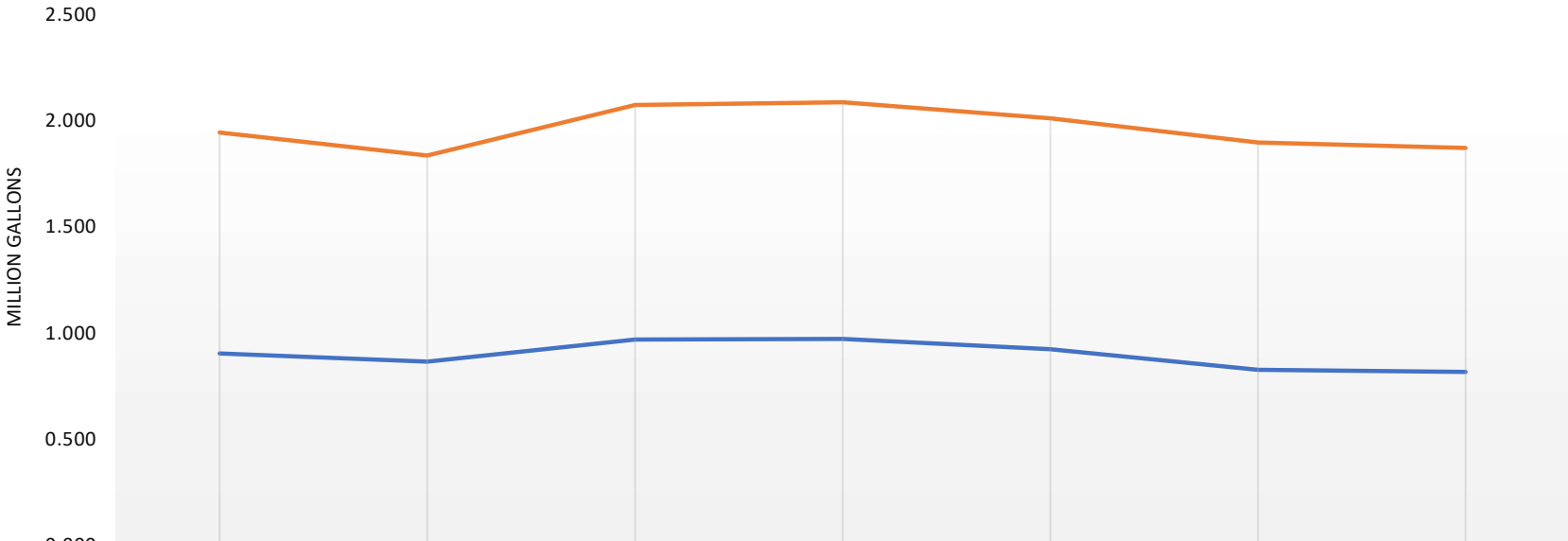
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	JAN	FEB	MAR	APR	MAY	JUN	JUL
— Totals	1.947	1.838	2.076	2.090	2.013	1.899	1.874

AXIS TITLE

# 2023 Total Average Daily Flows



	JAN	FEB	MAR	APR	MAY	JUN	JUL
CENTRAL MARINA	1.041	0.971	1.105	1.116	1.087	1.070	1.055
ORD COMMUNITY	0.905	0.867	0.971	0.974	0.926	0.828	0.819

AXIS TITLE

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-F

**Meeting Date:** August 21, 2023

**Prepared By:** Mary Lagasca, CPA

**Approved By:** Remleh Scherzinger PE

**Agenda Title:** Adopt Resolution No. 2023-31 to Approve Adjusting the Starting Range of System Operator II from Range 19 to Range 20 to Coincide with the Changes to the New Memorandum of Understanding with the Marina Coast Water District Employees Association

**Staff Recommendation:** Adopt Resolution No. 2023-31 to approve adjusting the salary range for System Operator II from Range 19 to Range 20 based on changes to the Marina Coast Water District Employees Association Memorandum of Understanding (MOU).

**Background:** *Strategic Plan, Goal 5.0 - Our objective is to recruit and retain a highly qualified, diverse and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service. Our strategy is to utilize sound policies and personnel practices, offer competitive compensation and benefits, and provide opportunities for training, development, and professional growth while ensuring a safe and secure workplace.*

In the former Marina Coast Water District Employees Association MOU that expired June 30, 2023, Section 10.5 Certification Incentive Pay provided 2.5% certification pay for System Operator II for possessing certain certifications already required for the position.

In the 2014 Marina Coast Water District Employees Association MOU, the District negotiated the District's desire for the System Operator II certification. Over the course of the agreements and job descriptions, the certification requirement is now in place and the language removed and salary range must now be adjusted accordingly.

In the most recent Marina Coast Water District Employees Association MOU, the provision was eliminated. The range adjustment is the last step in the process.

**Discussion/Analysis:** Staff is recommending that the salary range for System Operator II be adjusted to account for the required certification and compensate the employees accordingly.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

**Financial Impact:** \_\_\_\_ Yes      X   No    **Funding Source/Recap:** There will be no fiscal impact to this change as the System Operator II's were already receiving this benefit. The benefit will be paid out as part of the wages instead of as certification pay.

**Other Considerations:** The Board can decide to remain status quo and not change the salary schedule which would result in loss of pay to employees.

**Material Included for Information/Consideration:** Resolution No. 2023-31.

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

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Board Action

Motion By \_\_\_\_\_    Seconded By \_\_\_\_\_    No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_    Abstained \_\_\_\_\_

Noes \_\_\_\_\_    Absent \_\_\_\_\_



August 21, 2023

Resolution No. 2023-31  
Resolution of the Board of Directors  
Marina Coast Water District

Approve Adjusting the Starting Range of System Operator II from Range 19 to Range 20 to Coincide with the Changes to the New Memorandum of Understanding with the Marina Coast Water District Employees Association

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on August 21, 2023, at 920 Second Avenue, Suite A, Marina, California as follows, as follows:

WHEREAS, recent negotiations with Marina Coast Water District Employees Association eliminated certification pay for System Operator II; and,

WHEREAS, certification is now required and is to be maintained; and,

WHEREAS, adjusting the salary range from Range 19 to Range 20 will keep the intended compensation the same for employees.

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

1. adopt Resolution No. 2023-31 adjusting the starting range of System Operator II from Range 19 to Range 20 to coincide with the changes to the new Memorandum of Understanding with the Marina Coast Water District Employees Association; and,
2. direct the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 21, 2023, 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. 2023-31 adopted August 21, 2023.

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Remleh Scherzinger, Secretary

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-G

**Meeting Date:** August 21, 2023

**Prepared By:** Mary Lagasca, CPA

**Approved By:** Remleh Scherzinger PE

**Agenda Title:** Consider Adoption of Resolution No. 2023-32 to Approve a New Lead Customer Service/Billing Technician Classification, Job Description, Salary Range, and Fill a Current Vacant Customer Service/Billing Technician II as a Lead Customer Service/Billing Technician

**Staff Recommendation:** Adopt Resolution No. 2023-32 to approve a new Lead Customer Service/Billing Technician classification, salary range, job description, and fill a current vacant Customer Service/Billing Technician II as a Lead Customer Service/Billing Technician.

**Background:** *Strategic Plan, Goal 5.0 - Our objective is to recruit and retain a highly qualified, diverse and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service. Our strategy is to utilize sound policies and personnel practices, offer competitive compensation and benefits, and provide opportunities for training, development, and professional growth while ensuring a safe and secure workplace.*

The creation of the Lead Customer Service/Billing Technician is to provide important support to the Customer Service and Billing Division and provide back-up support to the Customer Service Supervisor. The position will lead Customer Service/Billing Technician's with their daily duties, handle complex matters, and provide supervision when the supervisor is out or unavailable. In addition, the position will provide complex support to the supervisor and Administrative Services Director on special projects.

**Discussion/Analysis:** Staff is recommending this new Lead Customer Service/Billing Technician job description be adopted. This will allow for vital support needed within the division.

This Lead Customer Service/Billing Technician position was developed by Regional Government Services, one of the District's classification and compensation consultants. Regional Government Services also determined the salary range to be Range 15.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

**Financial Impact:**   X   Yes           No    **Funding Source/Recap:** Upgrade a current vacant Customer Service/Billing Technician II to a Lead Customer Service/Billing Technician. Fiscal impact is minimal, as the position will go from Range 10 to Range 15. No budget adjustment is requested as there is enough salary savings from vacant positions.

**Other Considerations:** The Board can decide to remain status quo and not add the new lead position and keep the current vacancy as a Customer Service/Billing Technician II.



August 21, 2023

Resolution No. 2023-32  
Resolution of the Board of Directors  
Marina Coast Water District

Approve a New Lead Customer Service/Billing Technician Classification, Job Description, Salary Range, and Fill a Current Vacant Customer Service/Billing Technician II as a Lead Customer Service/Billing Technician

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on August 21, 2023, at 920 Second Avenue, Suite A, Marina, California as follows, as follows:

WHEREAS, a new Lead Customer Service/Billing Technician position was developed by Regional Government Services to meet the needs of the Customer Service and Billing Division of Administrative Services; and,

WHEREAS, a new job description was developed with a reflective salary structure of the position duties; and,

WHEREAS, the new classification will provide needed technical and lead assistance to other staff and serve as backup and provide support to the supervisor and,

WHEREAS, staff is recommending the addition of Lead Customer Service/Billing Technician, salary range, and job description.

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

1. adopt Resolution No. 2023-32 approving a Lead Customer Service/Billing Technician classification, salary range, and job description; and,
2. upgrade a current vacant Customer Service/Billing Technician II to a Lead Customer Service/Billing Technician; and,
3. direct the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 21, 2023, 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:

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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. 2023-32 adopted August 21, 2023.

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Remleh Scherzinger, Secretary

## **Lead Customer Service/Billing Technician**

### **DEFINITION**

Under general supervision, provides lead direction and work instruction to assigned Customer Service/Billing staff performing duties related to the establishment and maintenance of customer accounts for water and wastewater services; prepares monthly utility billing; provides direct customer service associated with utility payments, requests for service, responding to complaints and providing information; performs a variety of technical tasks; provides administrative support to the Customer Service/Billing Supervisor; and performs related work as required.

### **SUPERVISION RECEIVED AND EXERCISED**

General supervision is given by the Customer Service/Billing Supervisor. Functional supervision may be provided by the Administrative Services Director or other managers. Exercises functional supervision and training to assigned staff.

### **CLASS CHARACTERISTICS**

This is the advanced journey level class in the Customer Service/Billing Technician class series. Employees perform the difficult and responsible types of duties assigned to classifications within this series, including provision of technical and functional supervision and performance of advanced journey level activities. Employees at this level are required to be fully trained in all procedures related to assigned areas of responsibility. This class is distinguished from the Customer Service/Billing Technician II by increased level of responsibility assumed, complexity and sensitivity of duties assigned, independence of action taken and the nature of the public contacts. It is further distinguished from the Customer Service/Billing Supervisor in that the latter has overall responsibility for the Customer Service/Billing Department.

### **EXAMPLES OF DUTIES (Illustrative Only)**

- Plans, prioritizes, leads, reviews, and participates in the work of staff involved in the performance of variety of technical duties related to the District's customer service/billing activities; develop schedules and methods to accomplish assignments ensuring all work is completed in a timely and efficient manner.
- Serves as the lead on technical integration and major projects.
- Participate in evaluating the activities of staff, recommending improvements and modifications.
- Design, develop, provide, or coordinate staff training; work with employees to correct deficiencies; document and maintain procedures and policies; develops training procedures, guides, and manuals.
- Provides continual evaluation of processes and procedures and recommends methods to improve operations, efficiency, and service to both internal and external customers. Identifies system and workflow improvements to enhance customer service's team efficiency.
- Responds and resolves escalated issues and/or unique complex requests from customers; investigate complaints or service improvements opportunities and recommends solutions.

- Assist customer service supervisor as needed on projects and daily tasks.

## **QUALIFICATIONS**

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

### **Knowledge of:**

- Principles and practices of technical and functional supervision.
- Advanced customer service principles and problem resolution techniques.
- Modern office practices and procedures.
- English usage including grammar, spelling, and punctuation.
- Standard office procedures, practices, and equipment.
- Basic cash handling practices and **recordkeeping**.
- Business arithmetic and statistical techniques.
- Computer applications related to the work, including word processing spreadsheets and database applications and data entry.
- Basic filing systems.

### **Skills:**

- Provide information and answer questions calmly in stressful situations.
- Respond to and effectively prioritize multiple phone calls and other requests or interruptions.
- Interpret, apply, and explain policies and procedures.
- Compose correspondence independently or from brief instructions.
- Balance cash receipts.
- Organize own work, set priorities and meet critical time deadlines.
- Respond to customer inquiries and complaints in person or by telephone, provide information and solutions of billing issues, make billing arrangements, and represent the District in a professional and courteous manner.

### **Ability to:**

- Provide technical and functional supervision over assigned staff; effectively train staff.
- Make accurate arithmetic, financial and statistical computations.
- Receive customer payments in person or by mail; make change, issue receipts, balance cash, prepare deposit documents and end-of-day reports.
- Use English effectively to communicate in person, over the telephone and in writing.
- Exercise independent judgment and utilize initiative within established procedural guidelines.
- Accurately establish, maintain, and research files.
- Organize own work, set priorities, and meet critical time deadlines.
- Provide information and answer questions calmly in stressful situations.
- Establish and maintain effective working relationships and act in a courteous manner when interacting with the public, vendors, contractors, and District staff in person and over the telephone.
- Understand and follow written and oral instructions.
- Communicate information and policies clearly and concisely, both verbally and in writing.



**Education and Experience:**

To qualify, a successful incumbent must possess both education and experience, which would provide the required knowledge and abilities. Experience may substitute for education. Minimum requirements to obtain the requisite knowledge and abilities are:

- Equivalent to high school graduate supplemented by business school or college level coursework in business and computer applications.
- Five (5) years of customer service/billing support experience at a level equivalent to the District’s classification of Customer Service/Billing Technician.

**Licenses or Certifications:**

None.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting including standing, walking, sitting, kneeling, stooping, reaching overhead and below waist level. Use of standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

**ENVIRONMENTAL CONDITIONS**

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

**FLSA Status: Non-exempt, eligible for overtime**  
**Bargaining Unit: MCWD Employees Association**

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-H

**Meeting Date:** August 21, 2023

**Prepared By:** Mary Lagasca, CPA

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Consider Adoption of Resolution No. 2023-33 to Approve an Engineering Job Family Classification Series Including Assistant Engineer, Associate Engineer, and Senior Engineer With a New Job Description While Maintaining the Current Salary Ranges

**Staff Recommendation:** Adopt Resolution No. 2023-33 to approve an engineering job family classification series including Assistant Engineer, Associate Engineer, and Senior Engineer including a new job description while maintaining the current salary ranges.

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

The creation of the engineering job family is to allow for flexibility in hiring qualified candidates based upon their qualifications and to retain them. This family provides the District the opportunity to recruit and hire engineers at the appropriate level. In addition, as they gain District experience, allows the ability to be promoted and be compensated accordingly. The job description was updated to reflect the current levels of responsibilities and experience required to perform the duties.

**Discussion/Analysis:** Staff recommends this new engineering job family be implemented. This new job description was also written to encompass all department needs for engineering positions. This will also allow for internal movement based on project and District needs.

The associated salary ranges for each position remain unchanged.

This engineering job family was developed by Koff & Associates, one of the District's classification and compensation consultants.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

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

**Other Considerations:** The Board can decide to remain status quo and have the three classifications separated out, with lower qualifications and associated duties.

**Material Included for Information/Consideration:** Resolution No. 2023-33; and, the Engineering Job Family job description.

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

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

August 21, 2023

Resolution No. 2023-33  
Resolution of the Board of Directors  
Marina Coast Water District

Approve an Engineering Job Family Classification Series Including Assistant Engineer, Associate Engineer, and Senior Engineer With a New job Description While Maintaining the Current Salary Ranges

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on August 21, 2023, at 920 Second Avenue, Suite A, Marina, California as follows, as follows:

WHEREAS, engineering positions were evaluated by Koff and Associates to determine if the duties and experience were reflective of the classification and to develop a position classification family that could be used by all District departments; and,

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

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

WHEREAS, staff is recommending the new engineering job family and job description.

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

1. adopt Resolution No. 2023-33 Approve an Engineering Job Family Classification Series Including Assistant Engineer, Associate Engineer, and Senior Engineer With a New job Description While Maintaining the Current Salary Ranges; and,
2. directs the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 21, 2023, 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:

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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. 2023-33 adopted August 21, 2023.

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Remleh Scherzinger, Secretary

**Engineering Job Family  
(Assistant Engineer, Associate Engineer, Senior Engineer)**

**DEFINITION**

Under direction (Assistant Engineer) to general direction (Associate Engineer and Senior Engineer), performs professional-level civil engineering work in the planning, hydraulic modeling, design, and construction of water, wastewater, recycled water and capital infrastructure improvement, maintenance and construction projects; reviews a diverse range of engineering plans, specifications, calculations studies, reports, and related documents; develops project budgets, engineer's estimates, construction schedules, technical specifications, and special conditions as well as engineering reports, plans, and studies; conducts site visits to monitor construction project progress; serves as project manager for complex engineering projects, as assigned; oversees the work of other engineers on smaller projects, as assigned; oversees contracted services, development project reviews, testing and inspections, as assigned; provides complex staff assistance to the District Engineer in areas of expertise; and performs related duties as assigned.

**SUPERVISION RECEIVED AND EXERCISED**

Assistant Engineer: Receives direction from assigned supervisory or management personnel. Exercises no direct supervision over staff.

Associate Engineer: Receives general direction from assigned supervisory or management personnel. Exercises no direct supervision over staff.

Senior Engineer: Receives general direction from assigned supervisory or management personnel. Exercises technical and functional direction over and provides training to lower-level staff.

**CLASS CHARACTERISTICS**

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

This class is distinguished from the Associate Engineer in that the latter is the first registered level within the Engineering series, performing the more complex registered level engineering work.

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

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

### **EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)**

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

Positions at the Assistant Engineer level may perform some of these duties and responsibilities in a learning capacity.

- Performs a variety of professional-level civil engineering work in the planning, hydraulic modeling, design, and construction of water, wastewater, and capital infrastructure improvement, maintenance and construction projects.
- Prepares letter correspondence, Board letters and related documents or exhibits; prepares presentations and graphic displays for project stakeholders.
- Prepares engineering plans, specifications, and cost estimates for capital improvement projects; troubleshoots design problems; assists with environmental reviews as assigned.
- Reviews engineering reports, plans, and specifications prepared by engineering consultants or developers; makes engineering calculations including quantity take-offs and initial cost estimates for construction; participates in the review of submittals and vendor drawings for conformance with design requirements.
- Performs project engineer tasks on various development projects or planning studies; serves as point of contact among project stakeholders including District staff, consultants, contractors, and external agencies; establishes project scope of work including schedules and cost estimates; coordinates project meetings and presentations; responds to requests for

information; reviews proposed change orders; requests necessary permits; ensures compliance with regulatory requirements and interagency agreements; discusses status of projects and solutions with supervisor or higher-level staff; evaluates and recommends solutions to problems.

- Utilizes District hydraulic models to simulate and analyze the water and wastewater, systems, and hydraulic/hydrologic or various types of engineering calculations such as simple structural design, water pressure, sewer capacity, mass balance, material take-offs, water resources, basic electricity, elementary survey, and other pertinent models.
- Conducts a review of project alternatives considering financial, operational, maintenance, property/ right-of-way, and constructability factors; conducts computer analysis and hydraulic modeling and evaluates results to determine project specific facility requirements and parameters.
- Participates in the Request for Proposals (RFP) process for assigned projects; prepares supporting documentation and engineer's estimates; coordinates pre-bid meetings; ensures clear communication on project among bidders and the District; assists in establishing selection criteria; reviews proposals based on technical merit and cost and provides recommendations; assists in contract negotiations; reviews contract documents and agreements and provides feedback/comments; prepares a variety of documentation such as purchase orders and tasks orders; reviews invoices and recommends action.
- Monitors and provides engineering support for construction work in progress, including field investigations, to ensure compliance with approved plans, specifications, and standards.
- Performs data analysis and map editing.
- Applies and administers grants to fund water/wastewater or recycled water activities.
- Coordinates fire flow testing program; assembles and reviews data and statistics relative to these tests.
- Monitors and provides engineering support for construction work in progress, including field investigations, to ensure compliance with approved plans, specifications, and standards.
- Provides technical support in answering design questions for walk-in customers, phone calls, emails, and other District departments and staff.
- Tracks project milestones and monitors project budgets utilizing project-scheduling software.
- Develops and maintains various databases and computer files and uses engineering software or develops programs to solve specific engineering questions.
- Reviews statutes and regulations; interprets and applies the regulations with respect to District compliance; develops compliance strategies for meeting regulations and analyzes proposed regulations.
- Observes and complies with all District and mandated safety rules, regulations, and protocols.
- Performs related duties as assigned.

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

- Monitors the activities of the work unit; recommends improvements and modifications and prepares reports on activities and projects; recommends and assists in the implementation of goals and objectives; implements policies and procedures.
- Participates and assists with development of water/wastewater master plans, the urban water management plan, and water supply assessments; ensures the District's compliance with federal, state and local regulations and prepares and submits major water resources regulatory reports.



- Oversees the development of consultant requests for proposal for professional and/or construction services and the advertising and bid processes; evaluates proposals and recommends project award; negotiates and administers contracts after award; ensures contractor compliance with District standards and specifications, time and budget estimates; analyzes and resolves complex problems that may arise; recommends and approves field changes as required.
- Conducts land development planning activities; provides oversight and input into conceptual designs of development projects; investigates and resolves problems with scope of work or cost issues; ensures that projects are completed on time and within budget.
- Conducts a variety of organizational studies, investigations, and operational studies; assists in developing policies and procedures such as procedure guidelines, design standards, and standard plans and specifications.
- Analyzes engineering plan design, specifications, and consultant and staff comments in accordance with design requirements and District and intergovernmental standards and regulations; recommends approval or additional engineering conditions and changes.
- Negotiates infrastructure agreements, easements, quitclaims, right-of-entry agreements and other documents and contracts.
- Performs intake and management of cost-to-connect payments and new accounts.
- Participates in the development of water supply assessments, the Urban Water Management Plan, and other master plans.
- Reviews customer provided as-built, property and easement documents, engineer's estimates, warranty bonds, and bills of sale, including the transfer ownership of infrastructure from the developer to the District; reviews for sufficiency and recommends to appropriate organization the acceptance of easements and other required legal land-related documents.
- Determines and recommends staffing needs for assigned activities and projects; prepares detailed cost estimates with appropriate justifications.
- Develops and reviews staff reports related to engineering activities and services; presents information to the Board of Directors and various commissions, committees, and boards; performs a variety of public relations and outreach work related to assigned activities.
- Serves as a liaison for assigned functional areas with other District departments, divisions, and outside agencies; attends meeting, as assigned; participates on a variety of boards, commissions, committees, and task forces; attends and participates in professional groups; stays abreast of new trends and innovations in the Engineering field.

## **QUALIFICATIONS**

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

### **Knowledge of:**

Positions at the Assistant Engineer level may possess some of these knowledge and abilities statements in a learning capacity.

- Principles of providing functional direction and training (Senior Engineer).
- Planning, design, cost estimating, construction, installation, and inspection of a wide variety of water, recycled water and wastewater developments (Senior Engineer).

- Principles and practices of contract management (Senior Engineer).
- Theory, principles, and practices of civil engineering design and construction.
- Principles and modern techniques and equipment used in the design, construction, and maintenance of water and wastewater utilities projects.
- Hydraulic system analysis applicable to civil engineering including hydraulic calculations.
- Physical design, economic, environmental, and/or social concepts that impact the planning design, procurement, and construction processes.
- Public utility governance, oversight, regulations, and land development and zoning requirements.
- Principles and practices of project management including the management of resources and budgets.
- Principles and practices of cost estimation and contract administration.
- Methods, materials, and techniques used in the construction of public utilities projects.
- Concepts of physics as they relate to civil engineering.
- Advanced mathematic principles.
- Plan check review procedures for new developments.
- Construction methods, materials, specifications and codes.
- Principles and practices of technical report and business correspondence preparation.
- Research principles and practices.
- Record keeping principles and procedures.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned functional area.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- District and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service, by effectively dealing with the public, vendors, contractors, and District staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

**Ability to:**

- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards (Senior Engineer).
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports (Senior Engineer).
- Analyze, interpret, summarize and present administrative and technical information and data in an effective manner.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques (Senior Engineer).
- Serve as project manager as assigned; manage and monitor complex projects on time and within budget.
- Prepare and present engineering calculations, data analysis, modeling, and other complex engineering plans, specifications, and legal contracts.
- Prepare and evaluate engineering studies of large projects; research, analyze, and summarize data; perform accurate engineering calculations and cost estimates.

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

### **Education and Experience:**

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

#### Education:

- Bachelor's degree from an Accreditation Board for Engineering and Technology (ABET) accredited college or university with major coursework in civil engineering or a related engineering field.

#### Experience:

- Assistant Engineer: Professional engineering or related field/planning (including internship) experience preferably in a public utility environment desired.
- Associate Engineer: Four (4) years of increasingly responsible professional and varied engineering experience involving the design and construction of a variety of Water/Wastewater system facilities and projects, preferably in a public utility environment.
- Senior Engineer: Seven (7) years of increasingly responsible professional and varied engineering experience involving the design and construction of a variety of Water/Wastewater system facilities and projects, preferably in a public utility environment.

**Licenses or Certifications:**

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

Assistant Engineer: Possession of an Engineer-in-Training (EIT) certificate, or acquired within 12 months from the date of hire.

Associate Engineer or Senior Engineer: Possession of a valid license as a Professional Engineer in Civil Engineering issued by the State of California.

**PHYSICAL DEMANDS**

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

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

**ENVIRONMENTAL CONDITIONS**

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

**FLSA: Assistant Engineer-Non-exempt, eligible for overtime  
Associate Engineer, Senior Engineer-Exempt, not eligible for overtime**

**Bargaining Units: Assistant Engineer: MCWD Employees Association  
Associate Engineer and Senior Engineer: Teamsters**

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-I

**Meeting Date:** August 21, 2023

**Prepared By:** Mary Lagasca, CPA

**Approved By:** Remleh Scherzinger PE

**Agenda Title:** Adopt Resolution No. 2023-34 to Approve a New District Analyst Classification Series (District Analyst I, II and III), Job Description, Salary Ranges, and Create a New District Analyst Position for Administrative Services - Finance

**Staff Recommendation:** Adopt Resolution No. 2023-34 to approve a District Analyst classification series including District Analyst I, District Analyst II, and District Analyst III along with the proposed salary ranges and approve the addition of a District Analyst position for Administrative Services - Finance.

**Background:** *Strategic Plan, Goal 5.0 - Our objective is to recruit and retain a highly qualified, diverse and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service. Our strategy is to utilize sound policies and personnel practices, offer competitive compensation and benefits, and provide opportunities for training, development, and professional growth while ensuring a safe and secure workplace.*

*Strategic Plan, Goal 3.2 – Our objective is to provide regular financial updates to policy makers and managers.*

*Strategic Plan, Goal 3.3 – Our objective is to implement the best accounting practices.*

The creation of the District Analyst classification series is to have, and allow for, appropriate level staff to work on important administrative analytical work. It provides flexibility in hiring qualified candidates based upon their qualifications and to retain them. Currently, the District has a Water Resources Analyst I/II position classification and previously had an Administrative Analyst classification. The salary structure was not consistent nor reflective of the duties the positions required. The Administrative Analyst was eliminated and replaced with the Operations and Maintenance Coordinator classification to better reflect the duties assigned. This series provides the District the opportunity to recruit and hire analysts at the various appropriate levels. This position title gives the district flexibility to hire employees as needed in each division that can be moved around accordingly. In addition, as they gain District experience, the ability to be promoted and compensated accordingly.

**Discussion/Analysis:** Staff is recommending this new District Analyst classification series be implemented. This new job description was also written to encompass all department needs for administrative analytical positions. This will also allow for internal movement based on project and District needs. Staff is also recommending the addition of a new full-time employee (FTE) for Administrative Services - Finance to provide financial management support. The Water Resources Analyst I position will be eliminated and reclassified into the new classification.

The new classification series was evaluated by Regional Government Services, one of the District's classification and compensation consultants and the associated salary ranges were determined: District Analyst I – Range 17, District Analyst II – Range 21, and District Analyst III – Range 25.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Will help the District better understand systems and trends in efficiency. This in turn will help the District understand and reduce its carbon footprint.

**Financial Impact:**  Yes  No **Funding Source/Recap:** No additional budget adjustment is requested. Additional FTE for District Analyst I for Administrative Services Department will be funded by salary savings from vacant positions. The existing Water Resources Analyst I to be reclassified is currently budgeted for FY24. Expenses are allocated across all appropriate cost centers for salaries and benefits.

**Other Considerations:** The Board can decide to remain status quo and have the current Water Resources Analyst I/II classification series in place, and have other staff perform administrative analyst work.

**Material Included for Information/Consideration:** Resolution No. 2023-34; and, the District Analyst I/II/III Job Description.

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

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

August 21, 2023

Resolution No. 2023-34  
Resolution of the Board of Directors  
Marina Coast Water District

Approve a New District Analyst Classification Series (District Analyst I, II and III), Job Description, Salary Ranges, and Create a New District Analyst Position for Administrative Services - Finance

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 21, 2023, at 920 Second Avenue, Suite A, Marina, California as follows, as follows:

WHEREAS, District is a County Water District in the State of California; and,

WHEREAS, District analyst positions and duties were evaluated to determine if the duties and experience were reflective of the classification; and,

WHEREAS, a new job description was developed that updated duties and qualifications with a new salary structure; the classification series can be used by all District departments and,

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

WHEREAS, staff is recommending the addition of a District Analyst position for Administrative Services - Finance, converting and deleting the Water Resources Analyst I/II into District Analyst classification, and the new District Analyst classification series, salary ranges, and job description.

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

1. adopt Resolution No. 2023-34 Approve a New District Analyst Classification Series (District Analyst I, II and III), Job Description, and Salary Ranges; and,
2. create a new District Analyst position for Administrative Services - Finance; and,
3. eliminate and reclass the Water Resources Analyst I/II into the new District Analyst classification; and,
4. direct the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 21, 2023, 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. 2023-34 adopted August 21, 2023.

\_\_\_\_\_  
Remleh Scherzinger, Secretary



## DISTRICT ANALYST I/II/III

### DEFINITION

Under general supervision to general direction, performs a range of responsible and varied professional analytical duties and responsibilities in support of an assigned function, program, or department including responsibility for the management and administration of program/project activities; recommends action and assists in policy, procedure, work methods, and budget development and implementation for area(s) of assignment; coordinates assigned activities with other divisions, outside agencies, and the general public; and performs related duties as assigned.

### SUPERVISION RECEIVED AND EXERCISED

District Analyst I: Receives general supervision from assigned supervisory or management personnel. Exercises no direct supervision over staff.

District Analyst II: Receives direction from assigned supervisory or management personnel. Exercises no direct supervision over staff.

District Analyst III: Receives general direction from assigned management personnel. Exercises no direct supervision over staff.

### CLASS CHARACTERISTICS

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

District Analyst II: This is the journey-level classification in the District Analyst series. Positions at this level are distinguished from the District Analyst I by the performance of the full range of duties as assigned, working independently, and exercising judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

District Analyst III: This is the advanced journey-level classification in the District Analyst series responsible for performing the most complex work assigned to the series. Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent

judgment. Positions in the classification rely on experience and judgment to perform assigned duties/ensure efficient and effective servicing function of the assigned program area. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines, and methods to deliver services/complete assignments. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements.

Positions in the District Analyst class series are flexibly staffed; positions at the District Analyst II level are normally filled by advancement from the District Analyst I level and positions at the District Analyst III level are normally filled by advancement from the District Analyst II level. Progression to the District Analyst II or III level is dependent on (i) management affirmation that the incumbent is performing the full range of duties assigned to the classification; (ii) satisfactory work performance; (iii) the incumbent meeting the minimum qualifications for the classification including any licenses and certifications; and, (iv) management approval for progression to the District II or III level.

### **EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)**

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

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

- Provides responsible professional and technical assistance in resolving operational and administrative problems; identifies problem areas and issues; plans, organizes, coordinates, directs and/or conducts administrative and/or management studies relating to the activities or operation of the assigned function, program, or department; conducts complex surveys, research and analysis on administrative, fiscal and operational issues; analyzes alternatives and makes recommendations regarding such areas as staffing, facilities, equipment, cost analysis, productivity, and policy and/or procedure modifications.
- Collects, compiles, and analyzes information from various sources on a variety of specialized topics related to programs administered by the position or by management staff including complex financial, budget, or administrative issues or questions.
- Provides staff assistance to management staff; participates in and provides staff support to various committees and boards; prepares and presents staff reports and other correspondence as appropriate and necessary.
- Plans, coordinates, implements, promotes, and oversees assigned programs, projects, and initiatives; oversees and participates in the development and implementation of program/project goals, objectives, policies, procedures, and priorities; oversees and participates in the development and implementation of strategies and work plans for the achievement of these goals; drafts reports and recommendations on assigned projects.
- Performs a range of duties involved in the identification, planning, development, and implementation of new and/or modified programs/projects; oversees or performs the necessary research and analysis to justify the appropriateness of implementing the proposed program/project; prepares presentation materials and background documentation; monitors project success using appropriate tracking and feedback systems.

- Coordinates assigned services and program/project activities with those of other District programs, functions, departments, and staff, as well as external agencies, groups, and the public to ensure effective cooperation consistent with optimal efficiency, effectiveness, and economy.
- Coordinates data, resources, and work products as necessary and upon request in support of a productive and positive working environment; represents the assigned area to public and private groups, organizations, and other District groups; provides information and assistance as appropriate.
- Participates in the preparation of the annual budget; maintains and monitors appropriate budgeting controls; monitors expenditures and/or capital improvement project activity throughout the year.
- Builds databases and spreadsheets of financial, budgetary, and other data; prepares comprehensive technical records and reports to present and interpret data, identify alternatives, and makes recommendations.
- Independently performs complex and responsible analytical work in support of departmental functions, programs, goals, and objectives; participates in the development and implementation of departmental policies and procedures; ensures compliance with mandated requirements and regulations.
- Establishes and maintains contact and working relationships with all District departments, local, state, and federal agencies, and other work-related entities for acquisition of necessary information, and/or for the implementation of cooperative programs and activities.
- Observes and complies with all District and mandated safety rules, regulations, and protocols.
- Performs related duties as required.

### **QUALIFICATIONS**

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

#### **Knowledge of:**

Positions at the District Analyst I level may possess some of these knowledge and abilities in a learning capacity.

- Principles and practices of public administration; organization and operation of municipal government.
- Fund accounting and the use of governmental funds including enterprise and internal service funds.
- Principles and practices of program development and administration.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs related to area of assignment.
- Principles and practices of contract negotiation, preparation, and monitoring.
- Principles and applications of critical thinking and analysis.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned programs.
- Record-keeping principles and procedures.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.

- District and mandated safety rules, regulations, and protocols.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- Techniques for providing a high level of customer service, by effectively dealing with the public, vendors, contractors, and District staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

**Ability to:**

- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Plan, organize, direct, coordinate and evaluate programs; oversee and participate in the development and administration of program goals, objectives, and procedures.
- Perform a range of professional analytical, programmatic, and administrative duties involving the use of independent judgement and personal initiative.
- Collect, evaluate, and interpret varied information and data; conduct complex research on a wide variety of accounting, financial, and budgetary issues, evaluate alternatives, make sound recommendations, and prepare effective reports.
- Think creatively and analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Evaluate and prepare recommendations for changes to policies and procedures and in compliance with department needs and objectives.
- Prepare clear and concise technical, administrative, financial reports, tables, schedules, summaries, and other materials in statistical and narrative formats.
- Manage and monitor contracts and agreements.
- Identify and respond to community and organizational issues, concerns, and needs.
- Research, interpret, summarize, and present financial and programmatic information and data in an effective manner.
- Read and interpret plans and specifications.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the District in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Independently coordinate multiple projects, organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

**Education and Experience:**

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

**Education:**

- Bachelor's degree from an accredited college or university with major coursework in business administration, public administration, accounting, finance, STEM related fields, or a related field. Possession of a Master's degree in business administration, public administration, accounting, finance, STEM related fields, or a related field may be substituted for experience up to two years.

**Experience:**

- District Analyst I: No experience required. One (1) year of experience performing responsible analytical duties is preferred.
- District Analyst II: Three (3) years of increasingly responsible experience performing analytical duties, equivalent to the District Analyst I level with the District.
- District Analyst III: Five (5) years of increasingly responsible professional experience performing analytical duties, equivalent to the District Analyst II level with the District.

**Licenses and Certifications:**

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

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various District sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

**ENVIRONMENTAL CONDITIONS**

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing divisional policies and procedures.

**FLSA: Non-Exempt, eligible for overtime.**

**Bargaining Unit: MCWD Employees Association**

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-J

**Meeting Date:** August 21, 2023

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger PE

**Agenda Title:** Adopt Resolution No. 2023-35 to Approve an Amendment to the *Board of Directors Manual – Section 34. Standing Committees* to Recognize the MCWD/SVBGSA Steering Committee as a Standing Committee

**Staff Recommendation:** Adopt Resolution No. 2023-35 to approve the amendment to the Board of Directors Procedures Manual (BPM).

**Background:** *Strategic Plan, Goal 1.6 – Establish goals and objectives that promote protecting our current groundwater sources from seawater intrusion and other forms of contamination.*

The Sustainable Groundwater Management Act (SGMA) was signed into law in 2014. In December 2018, the MCWD Groundwater Sustainability Agency (MCWDGSA) and the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) signed a Coordination Agreement to work together developing the Groundwater Sustainability Plans (GSP) for the Monterey Subbasin and the 180/400 Foot Aquifer Subbasin. Within the Framework Agreement, also dated December 2018, the parties agreed to form a Steering Committee to oversee the activities of the Coordination Agreement.

**Discussion/Analysis:** The SVBGSA and the MCWDGSA worked together to complete the GSP's for the Monterey Subbasin and the 180/400 Foot Aquifer Subbasin in 2020 and 2022. The MCWD/SVBGSA Steering Committee had not met regularly, due to a lack of need, until recently. Over the last couple of months, the Steering Committee has met and is looking to start meeting more regularly, thus making this a standing committee.

It has been discussed and recommended by the Executive Committee to add the MCWD/SVBGSA Steering Committee as a standing committee of the Board, and to compensate the Board member assigned to the Committee as per BPM *Section 34. Board Member Compensation*. The amended language to *Section 34 – Standing Committees* is as follows:

**34. Standing Committees**

- a. Standing Committees consisting of two Directors and such other persons as the Board may appoint shall be, the Joint City-District Committee, the Executive Committee, the Budget and Engineering Committee, ~~and~~ the Community Outreach and Personnel Committee; and the MCWD/SVBGSA Steering Committee. Each Director shall serve on one or more standing committees.

Joint City-District Committee: Two Directors shall be appointed to this committee, and one alternate Director. The duties and responsibilities of the Joint City-District Committee are to communicate with cities within the District's service areas, to maintain a harmonious working relationship between the Board and the City officials and staff, and to report to the Board its findings and recommend appropriate action with respect to any inter-agency matters. The District will host two meetings per year with the City of Marina. The City of Marina and any other city within a District

service area may request a meeting during the year, which the Committee will seek to accommodate.

Executive Committee: The Board President and Vice President shall serve on this committee. This committee shall meet monthly to discuss topics of a general nature with the General Manager. The purpose of the Executive Committee is to provide the President and Vice President with a routine opportunity to discuss ideas, information flows, current and potential future projects and future agenda items with the General Manager and any staff members that the General Manager deems appropriate.

Budget and Engineering Committee: The Board President shall appoint two Directors to serve on this committee. This committee shall meet on an as-needed-basis. The duties and responsibilities of the Budget and Engineering Committee are to provide input in the process of approving the annual budget, provide input on rate and fee studies, and provide input on engineering projects and programs.

Community Outreach and Personnel Committee: The Board President shall appoint two Directors to serve on this committee. This committee shall meet on an as-needed basis. The duties and responsibilities of the Community Outreach and Personnel Committee shall be to provide ideas and recommendations to the Board regarding public information activities, to receive periodic reports from staff and consultants regarding District public information activities, and to provide comments and recommendations to staff regarding draft public information products created by staff or consultants, and to provide input on staff programs.

MCWD/SVBGSA Steering Committee: The Board President shall appoint one Director, and one alternate, to serve on this committee. This committee shall meet on an as-needed basis. The duties and responsibilities of the MCWD/SVBGSA Committee are outlined in the Framework Agreement.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** Legal counsel reviewed and approved this item.

**Climate Adaptation:** Climate change is implicitly present in the definition of groundwater sustainability in the SGMA legislation, which requires groundwater management to be sustainable over a 50-year planning and implementation horizon (California Water Code (CWC) § 10727.2(c)).

**Financial Impact:**  Yes  No Funding Source/Recap: Funding is available in the Board Compensation line item for all cost centers.

**Other Considerations:** The Board of Directors can approve the suggested amendment, or they can request that the BPM be brought back for further revisions.

**Material Included for Information/Consideration:** Resolution No. 2023-35.

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

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_



August 21, 2023

Resolution No. 2023-35  
Resolution of the Board of Directors  
Marina Coast Water District  
Amend the Board of Directors Manual – *Section 34. Standing Committee*  
to Recognize the MCWD/SVBGSA Steering Committee as a Standing Committee

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 21, 2023, at 920 Second Avenue, Suite A, Marina, California as follows, as follows:

WHEREAS, the Board of Directors Manual is periodically revised and the last revision was made on January 23, 2023; and,

WHEREAS, in the 2018 Framework Agreement, the parties agreed to form a Steering Committee to oversee the activities of the Coordination Agreement. Now that the MCWD/SVBGSA Steering Committee is meeting on a regular basis, the Board of Directors Manual needs to be amended to include the Steering Committee as a Standing Committee of the District; and,

WHEREAS, the Executive Committee has discussed this change and recommended bringing it before the Board for consideration; and,

WHEREAS, the suggested revisions to the Board of Directors Manual have been reviewed and approved by Legal Counsel.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve the suggested amendment to the Board of Directors Manual and directs staff to finalize the revisions.

PASSED AND ADOPTED on August 21, 2023 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. 2023-35 adopted August 21, 2023.

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Remleh Scherzinger, Secretary

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 9-A

**Meeting Date:** August 21, 2023

**Prepared By:** Dominique Bertrand, EIT

**Approved By:** Remleh Scherzinger, PE

**Reviewed By:** Garrett Haertel, PE

**Agenda Title:** Adopt Resolution Nos. 2023-36, 2023-37, 2023-38, and 2023-39 to Award Professional Services Agreements to Carollo Engineers, Schaaf and Wheeler, Wallace Group, and Harris and Associates for On-Call Engineering Support Services

**Staff Recommendation:** Adopt Resolution Nos. 2023-36, 2023-37, 2023-38, and 2023-39 to award Professional Services Agreements to Carollo Engineers, Schaaf and Wheeler, Wallace Group, and Harris and Associates for On-Call Engineering Support Services to provide as-needed skilled technical and professional personnel to provide civil engineering services by providing an entire project team or as augmented staff to the MCWD Engineering Department.

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

On June 2, 2023, District staff published a Request for Proposals (RFP) for “On-Call Engineering Support Services”. On-Call Engineering Support Services are necessary to provide the District with as-needed skilled technical and professional engineering support as needed. The types of services to be conducted under the On-Call Engineering Support Services contract will include civil engineering planning, design, review, surveying, modeling, analysis, and site inspections on a task order or Request for Services (RFS) basis.

The Engineering Department is short-staffed and is in the process of recruiting roughly three positions. With current Engineering staffing levels, the Engineering Department will be more dependent on outside services to ensure the completion of FY 2023/2024 Capital Improvement Programs (CIP) projects with a total budget of \$38,369,000. Developing a diverse set of resources is imperative to maintain forward project momentum both now with the Department’s current staffing levels and in the future to allow the District to tackle more complex CIPs projects.

**Discussion/Analysis:** On June 2, 2023, staff published an RFP for On-Call Engineering Services, and it went to eleven engineering service providers in our area. The services requested range from engineering studies and projects to modeling, all tasks within the General Manager signing authority. Larger studies and budgeted capital improvement projects will require proposals from firms for staff selection and future approval by the Board of Directors. The On-Call contracts will be for a minimum 3-year term with the option to renew for two additional 1-year terms.

The ideal consultant should have the ability to provide in-house services or capacity to sub-consult for related, surveying, geotechnical engineering, structural engineering and electrical engineering design of potable water, sanitary sewer and recycled water systems and the following general services:

- Providing civil engineering planning, technical analysis, studies and hydraulic modeling for supply demand and capacity;
- Assist with Basis of Design Reports (BDRs), project scoping, figure development, and estimates;
- Ensuring preparation and completion of engineering documents for bidding and construction of CIP projects;
- Reviewing development and construction proposals for approval and acceptance with District requirements and provision of service;
- Assist in identifying system deficiencies to be corrected with programmatic CIPs; and,
- Improve CIP project completion through assistance of District staff.

The District received responses from five engineering firms. One of the submissions did not meet baseline requirements and was not reviewed further. Four of the respondents had core competencies in the preparation of engineering documents for bidding and construction for typical water and wastewater CIP. Three of the firms were strong on planning, technical analysis, studies and hydraulic modeling for supply demand and capacity. They were also more adept in more complex water projects involving wells, water treatment and reservoirs. Three of the firms were strong in reviewing development and construction proposals for approval and acceptance by the District.

Other attributes considered included depth of on-staff competencies in terms of on staff licensed Professional Engineers and areas of expertise such as hydraulic modeling, or construction management, available service levels, ample staffing availability with the ability to respond quickly, experience with listed subconsultants, and understanding of the District strategic goals.

The firms with the superior proposals were Carollo, Schaff and Wheeler, Wallace Group, and Harris and Associates. Each of these four firms have competencies in key areas to improve project delivery, have strong similar project experience; and, have institutional knowledge of the District through past projects. Which will integrate and complement MCWD engineering staff.

Based on the proposals received, staff recommends entering into contracts with Carollo Engineers, Schaff and Wheeler, Wallace Group, and Harris and Associates for the following fiscal year contract amounts. Additional money will be added to the contracts as necessary during the contract term if needed. Proposals are available for review at the district offices.

<b>Consultant</b>	<b>FY Contract Value</b>
Carollo Engineers	\$300,000
Schaff and Wheeler	\$300,000
Wallace Group	\$100,000
Harris and Associates	\$75,000

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

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

**Climate Adaptation:** Not applicable.

**Financial Impact:**  Yes  No **Funding Source/Recap:** Engineering support services for Capital Improvement Projects will be funded through the approved Capital Improvement Project budget FY 2023/2024 and the budgeted professional services for the Engineering Department. The majority of funding will come from the following CIP budgets. Typically, 15 – 20% of any individual project cost is for Design. The total internal and external design costs should range from \$483,000 to \$644,000. This is important as it demonstrates a minimal percentage of the overall CIP budget will be used to retain engineering support services while funding the positive advancement of a large number of CIP projects.

Project No.	Title	FY 23/24 Project Budget	Design work required	Construction work required
GW-2401	Inter-Garrison RD pipeline upsizing Schoonover to East Garrison – 1,00 LF, 18-inch diam	\$200,000	Yes	No
GW-0123	Zone B Tank 2	\$150,000	Yes	No
OW-0341	Coe Ave Water Pipeline Upsizing for Seaside Resort – 1,725 LF, 12-inch diam.	\$350,000	Yes	No
OW-2401	Cord Yard Demo and Rehabilitation	\$500,000	Yes	Yes
OW-0201	Gigling Road Water Pipeline Replacement – 2,300 LF, 12-inch diam.	\$100,000	Yes	No
OW-2402	Ord Wastewater Treatment Plant Blight Removal	\$470,000	Yes	Yes
OW-0340	Water Pipeline in Seaside Resort McClure Road to Coe – 5,325 LF, 12-inch diam.	\$300,000	Yes	No
MS-2401	Tate Park Lift Station	\$550,000	Yes	No
OS-0210	1 <sup>st</sup> Avenue Gravity Main – 3,100 LF, 30-inch diam.	\$350,000	Yes	No
OS-0348	Odor Control Program (Imjin Lift Station)	\$200,000	Yes	No
RW-2401	ATW Irrigation Connection at Armstrong Ranch	\$50,000	Yes	No
Total FY 23/24 Project Budget, \$k		\$3,220,000		

**Other Considerations:** Approve none, one, two, three or four of four contract resolutions, authorize the General Manager accordingly to give effect to the approved resolutions.

**Material Included for Information/Consideration:** Resolution Nos. 2023-36, 2023-37, 2023-38, and 2023-39; and, a blank contract is provided for reference.

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

Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

August 21, 2023

Resolution No. 2023-36  
Resolution of the Board of Directors  
Marina Coast Water District  
Professional Services Agreement with  
Carollo Engineers, Inc. for On-Call Engineering Support Services

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 21, 2023, at 920 Second Avenue, Suite A, Marina, California, as follows:

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

WHEREAS, District staff published a Request for Qualifications for On-Call Engineering Services which requested a range of services from task orders to engineering studies and projects; and,

WHEREAS, the District received responses from five engineering firms; and,

WHEREAS, Carollo Engineers, Inc. was one of four firms having competencies in key areas to improve project delivery, have strong similar project experience; and, will integrate and complement MCWD engineering staff; and,

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

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

1. adopt Resolution No. 2023-36 to award a professional services agreement to Carollo Engineers, Inc., for on-Call Engineering Services; and,
2. authorize the General Manager to sign the Professional Service Agreements and directs the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 21, 2023, 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 \_\_\_\_\_

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Jan Shriner, President

ATTEST:

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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. 2023-36 adopted August 21, 2023.

---

Remleh Scherzinger, Secretary

August 21, 2023

Resolution No. 2023-37  
Resolution of the Board of Directors  
Marina Coast Water District  
Professional Services Agreement with  
Schaaf and Wheeler for On-Call Engineering Support Services

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 21, 2023, at 920 Second Avenue, Suite A, Marina, California, as follows:

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

WHEREAS, District staff published a Request for Qualifications for On-Call Engineering Services which requested a range of services from task orders to engineering studies and projects; and,

WHEREAS, the District received responses from five engineering firms; and,

WHEREAS, Schaaf and Wheeler was one of four firms having competencies in key areas to improve project delivery, have strong similar project experience; and, will integrate and complement MCWD engineering staff; and,

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

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

1. adopt Resolution No. 2023-37 to award a professional services agreement to Schaaf and Wheeler, for on-Call Engineering Services; and,
2. authorize the General Manager to sign the Professional Service Agreements and directs the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 21, 2023, 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. 2023-37 adopted August 21, 2023.

\_\_\_\_\_  
Remleh Scherzinger, Secretary

August 21, 2023

Resolution No. 2023-38  
Resolution of the Board of Directors  
Marina Coast Water District  
Professional Services Agreement with  
Wallace Group for On-Call Engineering Support Services

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 21, 2023, at 920 Second Avenue, Suite A, Marina, California, as follows:

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

WHEREAS, District staff published a Request for Qualifications for On-Call Engineering Services which requested a range of services from task orders to engineering studies and projects; and,

WHEREAS, the District received responses from five engineering firms; and,

WHEREAS, Wallace Group was one of four firms having competencies in key areas to improve project delivery, have strong similar project experience; and, will integrate and complement MCWD engineering staff; and,

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

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

1. adopt Resolution No. 2023-38 to award a professional services agreement to Wallace Group for on-Call Engineering Services; and,
2. authorize the General Manager to sign the Professional Service Agreements and directs the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 21, 2023, 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 \_\_\_\_\_

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Jan Shriner, President

ATTEST:

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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. 2023-38 adopted August 21, 2023.

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Remleh Scherzinger, Secretary

August 21, 2023

Resolution No. 2023-39  
Resolution of the Board of Directors  
Marina Coast Water District  
Professional Services Agreement with  
Harris and Associates, Inc. for On-Call Engineering Support Services

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 21, 2023, at 920 Second Avenue, Suite A, Marina, California, as follows:

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

WHEREAS, District staff published a Request for Qualifications for On-Call Engineering Services which requested a range of services from task orders to engineering studies and projects; and,

WHEREAS, the District received responses from five engineering firms; and,

WHEREAS, Harris and Associates, Inc. was one of four firms having competencies in key areas to improve project delivery, have strong similar project experience; and, will integrate and complement MCWD engineering staff; and,

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

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

1. adopt Resolution No. 2023-39 to award a professional services agreement to Harris and Associates, Inc. for on-Call Engineering Services; and,
2. authorize the General Manager to sign the Professional Service Agreements and directs the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 21, 2023, 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:

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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. 2023-39 adopted August 21, 2023.

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Remleh Scherzinger, Secretary

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

THIS AGREEMENT, made and entered into this \_\_\_\_\_, by and between Marina Coast Water District, 11 Reservation Road, Marina, CA, 93933, hereinafter called "DISTRICT", and \_\_\_\_\_, with its principal offices at \_\_\_\_\_ hereinafter called the "CONSULTANT":

WHEREAS, the DISTRICT, desires to receive the professional services related to [PROJECT NAME, BRIEF DESCRIPTION AND PHASE OF WORK AUTHORIZED BY THE INITIAL AGREEMENT, E.G, DETAILED DESIGN] with a scope generally defined by DISTRICT's Request for Proposal presented in Appendix A; and

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

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

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

**ARTICLE I - PROFESSIONAL ENGAGEMENT**

DISTRICT hereby engages NAME OF CONSULTANT as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONSULTANT hereby agrees to perform or furnish as an independent contractor professional engineering [OR THE TYPE OF SERVICES, E.G., CEQA COMPLIANCE] and related services as set forth herein. CONSULTANT may retain qualified subconsultants to assist in the performance of professional services. DISTRICT shall be notified prior to CONSULTANT sub-contracting such services and sufficient time shall be provided to allow DISTRICT to review the subconsultant's qualification. Should DISTRICT, based upon reasonable cause, not accept any such subcontractor or subconsultant for use on the Project, DISTRICT shall so notify CONSULTANT within five (5) days following DISTRICT 's receipt of such notice from CONSULTANT, and CONSULTANT shall not subcontract with any such subcontractor or subconsultant for the Project. DISTRICT shall have the right at any time to revoke its acceptance (whether given affirmatively or by its failure to object within said five (5) day period) of any

subcontractor or subconsultant on the basis of reasonable cause, in which case CONSULTANT shall submit an acceptable substitute and a Task Order equitably adjusting CONSULTANT's compensation will be issued. No acceptance of any subcontractor or subconsultant shall waive: (1) DISTRICT's right not to accept defective services performed or furnished for CONSULTANT by said subcontractor or subconsultant; or (2) any other right or remedy DISTRICT has under this Agreement, including but not limited to its rights to suspend or terminate services under this Agreement.

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

## ARTICLE II - SCOPE OF SERVICES

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

## ARTICLE III – GENERAL PROVISIONS

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

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

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

## ARTICLE IV: COOPERATION BY DISTRICT

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

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

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

#### Article V – SCHEDULE

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

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

#### Article VI – LITIGATION

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



ARTICLE VII: COMPENSATION

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

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

1. Appendix A and/or Amendments must specify that the work is to be performed on a lump sum basis.
2. Compensation to CONSULTANT shall be a lump sum amount specified in Appendix A and Amendment(s).
3. Payments shall be monthly, based on percent completion. As each payment is due, a statement describing the services which have been performed or furnished and listing the percentage of completion and the total amount of prior payments paid by DISTRICT shall be submitted to DISTRICT. Payment shall be made for the balance due under such statement, without retention unless DISTRICT contests all or part of said billing in which event only that portion so contested will be retained by DISTRICT pending resolution of the dispute and any uncontested portion will be paid.

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

1. Appendix A and/or Amendments must specify that the work is to be performed on a time and expenses basis with a total cost not-to-exceed.
2. Compensation to CONSULTANT shall be on a time and expense reimbursement basis in accordance with CONSULTANT's Schedule of Charges. A current copy of the Schedule of Charges will be included with each Amendment.
3. Payments for services provided by CONSULTANT on a time and expense basis shall be made monthly by the DISTRICT based on an itemized invoice from CONSULTANT which lists actual costs and expenses or units of work performed on the Project in the immediately preceding month. Such payments shall be for the invoice amount, without

retention unless DISTRICT contests all or part of said billing in which event only that portion so contested will be retained by DISTRICT pending resolution of the dispute and any uncontested portion will be paid.

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

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

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

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

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

#### ARTICLE VIII: RECORDS

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

#### ARTICLE IX: TITLE TO DOCUMENTS

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

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

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

ARTICLE X: KEY PERSONNEL

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

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

ARTICLE XI: ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE XII: INSURANCE AND LIABILITY

The CONSULTANT agrees to indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees as provided in Appendix B, attached hereto and hereby incorporated by reference to the fullest extent permitted by law.

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

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

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

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

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

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

#### Article XIII - Suspension of Work

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

ARTICLE XIV: TERMINATION

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

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

ARTICLE XV: NOTICE

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

TO: Marina Coast Water District  
920 2<sup>nd</sup> Avenue, Suite A  
Marina, CA 93933  
Attention: General Manager

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

[Consultant Name & Address]

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

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

ARTICLE XVII: DISPUTES

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

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

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

Marina Coast Water District

(CONSULTANT)

\_\_\_\_\_  
Remleh Scherzinger  
General Manager

\_\_\_\_\_  
[Type name and title]

## **Appendix A**

Appendix A includes:

Request for Proposal  
Addenda to Request for Proposal  
Consultant's Proposal  
Consultant's Supplemental Information to Proposal

**Appendix B**  
**Insurance Requirements**



**INDEMNIFICATION AGREEMENTS**

**INSURANCE REQUIREMENTS**

**AGREEMENTS**

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

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

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

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

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

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

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

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

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

## **GENERAL CONDITIONS**

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

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

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety

precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

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

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

1. Coverage for **Professional Liability** appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
2. Insurance Services Office Commercial **General Liability** Coverage (Occurrence Form CG 0001)
3. Insurance Services Office **Automobile Liability** Coverage (Form CA 0001), covering Symbol 1 (any auto) Symbol 8 (hired) and 9 (non-owned)

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

1. **Professional Liability** – Limits no less than One million dollars (\$1,000,000) per occurrence or claim, and Two million dollars (\$2,000,000) policy aggregate. **[NOTE: THIS VALUE SHOULD BE ADJUSTED BASED ON VALUE OF PROJECT. UPPER RANGE IS ESTIMATED AT \$5,000,000 WHICH WOULD BE FOR LARGER CONSTRUCTION PROJECTS, E.G., STORAGE TANKS, TREATMENT FACILITIES, LARGE PUMP/LIFT STATIONS. ]**
2. **General Liability** - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

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

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

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

1. The District, its directors, officers, employees, or authorized volunteers are to be given additional insured status (via ISO endorsement CG 2010 10 01, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; and premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary insurance at least as broad as ISO CG 20 01 04 13 as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

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

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

1. **Workers' Compensation and Employer's Liability Insurance** - The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance with limits no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

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

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

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

**Evidences of Insurance** - Prior to execution of the Agreement, the Consultant shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include the additional insured endorsements. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

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

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

Marina Coast Water District  
920 2<sup>nd</sup> Avenue, Suite A  
Marina, CA 93933  
Attn: Stephenie Verdusco

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

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

## **Appendix C**

Appendix C includes:

Release of Liens and Claims (CONSULTANT)

Release of Liens and Claims (Subconsultants and Subcontractors)

CONSULTANT'S RELEASE OF LIENS AND CLAIMS

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

(the "Facilities"); and,

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

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

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

(SEAL) \_\_\_\_\_  
CONSULTANT

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_





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

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

(the "Facilities"); and,

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

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

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

(SEAL)

\_\_\_\_\_  
(Company Name)

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



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

**AMENDMENT NO. [ ]**

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

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

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

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

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

Prepared by: \_\_\_\_\_ Date \_\_\_\_\_  
(DISTRICT REPRESENTATIVE)

ENGINEER  
[Name of consulting firm]

OWNER  
Marina Coast Water District

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title: General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 9-B

**Meeting Date:** August 21, 2023

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

**Approved By:** Remleh Scherzinger PE

**Agenda Title:** Adopt Resolutions Nos. 2023-40, 2023-41, and 2023-42 to Award Professional Services Agreements to Schaaf and Wheeler, Wallace Group, and Harris and Associates for On-Call Development Support Services: Development Review

**Staff Recommendation:** Adopt Resolutions No. 2023-40, 2023-41, and 2023-42 to award Professional Services Agreements to Schaaf and Wheeler, Wallace Group, and Harris and Associates for On-Call Development Support Services. Given the inconsistent nature of Development, these types of contracts reduce the staffing burden on the District and thus increase the overall efficiency of the Engineering Department.

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

On June 2, 2023, District staff published a Request for Proposals (RFP) for “On-Call Engineering Support Services: Development Review”. On-Call Development Support Services will provide the necessary District as-needed professional personnel support. The types of services to be conducted under the On-Call Development Support Services contract will include civil engineering design, review, surveying, construction support, and site inspections on a task order or Request for Services (RFS) basis. With current Engineering staffing levels, the Engineering Department will be more dependent on outside services to ensure the completion of development projects.

**Discussion/Analysis:** Staff published an RFP for On-Call Engineering Services: Development Review. The services requested range from design, review, analysis, inspection, and construction support within the General Manager signing authority. The On-Call contracts will be for a minimum 3-year term with the option to renew for two additional 1-year terms.

The ideal consultant should have the ability to provide in-house services or capacity to sub-consult for related development project review with knowledge related to surveying, geotechnical engineering, structural engineering and electrical engineering design of potable water, sanitary sewer and recycled water systems and the following general services:

- Providing civil engineering planning, calculations, and design reviews for development approvals by the District;
- Perform Water Supply Assessments and Written Verification of Water Supply documents;
- Conduct QA/QC and Feasibility reviews of MCWD-accepted Development plan sets;
- Perform Civil and Landscape Inspection, including: Daily reports, progress photos documenting the contractor’s progress, verification of materials, and installation testing results (e.g. potable water pressure testing, sanitary sewer pipeline testing, potable water disinfection procedures);

- Assist MCWD staff with final inspection and punch list items;
- Generate and provide redline edits of Plan Set for Record Drawing set;
- Review material submittals and RFIs;
- Review planned and/or revised easements for water and sewer facilities;
- Inspect and verify the contractor’s post-construction landscape and conservation process compliance;
- Review meter applications, maintain tracking tools, and conduct walk-through inspections of individual homes; and,
- Produce final reports (required for large subdivision developments), to include recommendation of acceptance.

The District received responses from three engineering firms. All of the respondents had core competencies in the preparation of engineering documents for bidding and construction for typical water and wastewater capital improvement projects. All of the firms were strong in reviewing development and construction proposals for approval and acceptance with District requirements and provision of service. Other attributes considered included depth of on-staff competencies, available service levels, experience with listed subconsultants, ability to respond quickly, and understanding of the District.

The firms with the superior proposals were Schaff and Wheeler, Wallace Group, and Harris and Associates. Each of these three firms have strong similar project experience; and, have institutional knowledge of the District and on-going Development work through past projects which will integrate and complement MCWD engineering staff. Based on the proposals received, District staff recommends entering into a contract with Schaff and Wheeler, Wallace Group, and Harris and Associates. Proposals are available for review at the district offices.

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

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

**Climate Adaptation:** Not applicable.

**Financial Impact:** \_\_\_\_\_ Yes      X   No    **Funding Source/Recap:** Within the process of development project developer project applicants submit proposed plans to both the land use jurisdictions (LUJs) and the District for project review. All MCWD project review activities including internal staff review, external engineering consultant review, inspection services and other appurtenant activities are all captured, quantified, and funded by the development project applicant. All development projects would not incur any staff or external technical resources if the project was not progressing forward. Therefore, the developers fully fund these types of projects.

**Other Considerations:** Approve none, one, two, three of three contracts resolutions, authorize the General Manager accordingly to give effect to the approved resolutions, and provide staff direction on the remaining unapproved resolutions.

**Material Included for Information/Consideration:** Resolution Nos. 2023-40, 2023-41, and 2023-42. A blank contract is provided for reference.

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

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

August 21, 2023

Resolution No. 2023-40  
Resolution of the Board of Directors  
Marina Coast Water District  
Professional Services Agreement with  
Schaaf and Wheeler for On-Call Engineering Support Services: Development Review

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 21, 2023, at 920 Second Avenue, Suite A, Marina, California, as follows:

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

WHEREAS, District staff published a Request for Qualifications for On-Call Engineering Services: Development Review which requested a range of services from task orders to engineering studies and projects; and,

WHEREAS, the District received responses from three engineering firms; and,

WHEREAS, Schaaf and Wheeler was one of three firms having competencies in key areas to improve project delivery, have strong similar project experience; and, will integrate and complement MCWD engineering staff; and,

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

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

1. adopt Resolution No. 2023-40 to award a professional services agreement to Schaaf and Wheeler, for on-Call Engineering Services: Development Review; and,
2. authorize the General Manager to sign the Professional Service Agreements and directs the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 21, 2023, 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. 2023-40 adopted August 21, 2023.

\_\_\_\_\_  
Remleh Scherzinger, Secretary

August 21, 2023

Resolution No. 2023-41  
Resolution of the Board of Directors  
Marina Coast Water District  
Professional Services Agreement with  
Wallace Group for On-Call Engineering Support Services: Development Review

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 21, 2023, at 920 Second Avenue, Suite A, Marina, California, as follows:

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

WHEREAS, District staff published a Request for Qualifications for On-Call Engineering Services: Development Review which requested a range of services from task orders to engineering studies and projects; and,

WHEREAS, the District received responses from three engineering firms; and,

WHEREAS, Wallace Group was one of three firms having competencies in key areas to improve project delivery, have strong similar project experience; and, will integrate and complement MCWD engineering staff; and,

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

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

1. adopt Resolution No. 2023-41 to award a professional services agreement to Wallace Group for on-Call Engineering Services: Development Review; and,
2. authorize the General Manager to sign the Professional Service Agreements and directs the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 21, 2023, 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 \_\_\_\_\_

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Jan Shriner, President

ATTEST:

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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. 2023-41 adopted August 21, 2023.

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Remleh Scherzinger, Secretary

August 21, 2023

Resolution No. 2023-42  
Resolution of the Board of Directors  
Marina Coast Water District  
Professional Services Agreement with  
Harris and Associates, Inc. for On-Call Engineering Support Services: Development Review

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 21, 2023, at 920 Second Avenue, Suite A, Marina, California, as follows:

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

WHEREAS, District staff published a Request for Qualifications for On-Call Engineering Services: Development Review which requested a range of services from task orders to engineering studies and projects; and,

WHEREAS, the District received responses from three engineering firms; and,

WHEREAS, Harris and Associates, Inc. was one of three firms having competencies in key areas to improve project delivery, have strong similar project experience; and, will integrate and complement MCWD engineering staff; and,

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

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

1. adopt Resolution No. 2023-42 to award a professional services agreement to Harris and Associates, Inc. for on-Call Engineering Services: Development Review; and,
2. authorize the General Manager to sign the Professional Service Agreements and directs the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 21, 2023, 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 \_\_\_\_\_

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Jan Shriner, President

ATTEST:

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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. 2023-42 adopted August 21, 2023.

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Remleh Scherzinger, Secretary

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

THIS AGREEMENT, made and entered into this \_\_\_\_\_, by and between Marina Coast Water District, 11 Reservation Road, Marina, CA, 93933, hereinafter called "DISTRICT", and \_\_\_\_\_, with its principal offices at \_\_\_\_\_ hereinafter called the "CONSULTANT":

WHEREAS, the DISTRICT, desires to receive the professional services related to [PROJECT NAME, BRIEF DESCRIPTION AND PHASE OF WORK AUTHORIZED BY THE INITIAL AGREEMENT, E.G, DETAILED DESIGN] with a scope generally defined by DISTRICT's Request for Proposal presented in Appendix A; and

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

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

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

**ARTICLE I - PROFESSIONAL ENGAGEMENT**

DISTRICT hereby engages NAME OF CONSULTANT as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONSULTANT hereby agrees to perform or furnish as an independent contractor professional engineering [OR THE TYPE OF SERVICES, E.G., CEQA COMPLIANCE] and related services as set forth herein. CONSULTANT may retain qualified subconsultants to assist in the performance of professional services. DISTRICT shall be notified prior to CONSULTANT sub-contracting such services and sufficient time shall be provided to allow DISTRICT to review the subconsultant's qualification. Should DISTRICT, based upon reasonable cause, not accept any such subcontractor or subconsultant for use on the Project, DISTRICT shall so notify CONSULTANT within five (5) days following DISTRICT 's receipt of such notice from CONSULTANT, and CONSULTANT shall not subcontract with any such subcontractor or subconsultant for the Project. DISTRICT shall have the right at any time to revoke its acceptance (whether given affirmatively or by its failure to object within said five (5) day period) of any

subcontractor or subconsultant on the basis of reasonable cause, in which case CONSULTANT shall submit an acceptable substitute and a Task Order equitably adjusting CONSULTANT's compensation will be issued. No acceptance of any subcontractor or subconsultant shall waive: (1) DISTRICT's right not to accept defective services performed or furnished for CONSULTANT by said subcontractor or subconsultant; or (2) any other right or remedy DISTRICT has under this Agreement, including but not limited to its rights to suspend or terminate services under this Agreement.

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

## ARTICLE II - SCOPE OF SERVICES

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

## ARTICLE III – GENERAL PROVISIONS

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

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

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

## ARTICLE IV: COOPERATION BY DISTRICT

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

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

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

#### Article V – SCHEDULE

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

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

#### Article VI – LITIGATION

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



ARTICLE VII: COMPENSATION

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

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

1. Appendix A and/or Amendments must specify that the work is to be performed on a lump sum basis.
2. Compensation to CONSULTANT shall be a lump sum amount specified in Appendix A and Amendment(s).
3. Payments shall be monthly, based on percent completion. As each payment is due, a statement describing the services which have been performed or furnished and listing the percentage of completion and the total amount of prior payments paid by DISTRICT shall be submitted to DISTRICT. Payment shall be made for the balance due under such statement, without retention unless DISTRICT contests all or part of said billing in which event only that portion so contested will be retained by DISTRICT pending resolution of the dispute and any uncontested portion will be paid.

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

1. Appendix A and/or Amendments must specify that the work is to be performed on a time and expenses basis with a total cost not-to-exceed.
2. Compensation to CONSULTANT shall be on a time and expense reimbursement basis in accordance with CONSULTANT's Schedule of Charges. A current copy of the Schedule of Charges will be included with each Amendment.
3. Payments for services provided by CONSULTANT on a time and expense basis shall be made monthly by the DISTRICT based on an itemized invoice from CONSULTANT which lists actual costs and expenses or units of work performed on the Project in the immediately preceding month. Such payments shall be for the invoice amount, without

retention unless DISTRICT contests all or part of said billing in which event only that portion so contested will be retained by DISTRICT pending resolution of the dispute and any uncontested portion will be paid.

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

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

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

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

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

#### ARTICLE VIII: RECORDS

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

#### ARTICLE IX: TITLE TO DOCUMENTS

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

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

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

ARTICLE X: KEY PERSONNEL

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

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

ARTICLE XI: ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE XII: INSURANCE AND LIABILITY

The CONSULTANT agrees to indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees as provided in Appendix B, attached hereto and hereby incorporated by reference to the fullest extent permitted by law.

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

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

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

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

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

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

### Article XIII - Suspension of Work

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

ARTICLE XIV: TERMINATION

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

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

ARTICLE XV: NOTICE

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

TO: Marina Coast Water District  
920 2<sup>nd</sup> Avenue, Suite A  
Marina, CA 93933  
Attention: General Manager

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

[Consultant Name & Address]

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

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

ARTICLE XVII: DISPUTES

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

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

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

Marina Coast Water District

(CONSULTANT)

\_\_\_\_\_  
Remleh Scherzinger  
General Manager

\_\_\_\_\_  
[Type name and title]

## **Appendix A**

Appendix A includes:

Request for Proposal  
Addenda to Request for Proposal  
Consultant's Proposal  
Consultant's Supplemental Information to Proposal

**Appendix B**  
**Insurance Requirements**



**INDEMNIFICATION AGREEMENTS**

**INSURANCE REQUIREMENTS**

**AGREEMENTS**

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

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

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

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

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

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

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

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

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

## **GENERAL CONDITIONS**

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

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

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety

precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

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

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

1. Coverage for **Professional Liability** appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
2. Insurance Services Office Commercial **General Liability** Coverage (Occurrence Form CG 0001)
3. Insurance Services Office **Automobile Liability** Coverage (Form CA 0001), covering Symbol 1 (any auto) Symbol 8 (hired) and 9 (non-owned)

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

1. **Professional Liability** – Limits no less than One million dollars (\$1,000,000) per occurrence or claim, and Two million dollars (\$2,000,000) policy aggregate. **[NOTE: THIS VALUE SHOULD BE ADJUSTED BASED ON VALUE OF PROJECT. UPPER RANGE IS ESTIMATED AT \$5,000,000 WHICH WOULD BE FOR LARGER CONSTRUCTION PROJECTS, E.G., STORAGE TANKS, TREATMENT FACILITIES, LARGE PUMP/LIFT STATIONS. ]**
2. **General Liability** - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

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

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

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

1. The District, its directors, officers, employees, or authorized volunteers are to be given additional insured status (via ISO endorsement CG 2010 10 01, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; and premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary insurance at least as broad as ISO CG 20 01 04 13 as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

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

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

1. **Workers' Compensation and Employer's Liability Insurance** - The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance with limits no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

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

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

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

**Evidences of Insurance** - Prior to execution of the Agreement, the Consultant shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include the additional insured endorsements. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

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

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

Marina Coast Water District  
920 2<sup>nd</sup> Avenue, Suite A  
Marina, CA 93933  
Attn: Stephenie Verdusco

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

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

## **Appendix C**

### Appendix C includes:

Release of Liens and Claims (CONSULTANT)

Release of Liens and Claims (Subconsultants and Subcontractors)

CONSULTANT'S RELEASE OF LIENS AND CLAIMS

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

(the "Facilities"); and,

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

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

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

(SEAL) \_\_\_\_\_  
CONSULTANT

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_





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

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

(the "Facilities"); and,

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

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

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

(SEAL)

\_\_\_\_\_  
(Company Name)

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Duly Authorized

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

STATE OF CALIFORNIA                 )  
  ) ss.  
COUNTY OF MONTEREY             )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

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

**AMENDMENT NO. [   ]**

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

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

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

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

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

Prepared by: \_\_\_\_\_ Date \_\_\_\_\_  
(DISTRICT REPRESENTATIVE)

ENGINEER  
[Name of consulting firm]

OWNER  
Marina Coast Water District

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title: General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 9-C

**Meeting Date:** August 21, 2023

**Prepared By:** Garrett Haertel, PE

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Adopt Resolution No. 2023-43 to Approve a Reimbursement Agreement between MCWD and Shea Homes Limited Partnership; and, Amend the FY 2023-2024 Capital Improvement Budget to fund the Del Monte Boulevard Sanitary Sewer Pipe Project

**Staff Recommendation:** Adopt Resolution No. 2023-43 to approve a Reimbursement Agreement between MCWD and Shea Homes Limited Partnership; and, amend the FY 2023-2024 Capital Improvement Budget to fund the Del Monte Boulevard Sanitary Sewer Pipe Project (OS-2306).

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

On March 21, 2023, MCWD approved an Infrastructure Agreement (IA) with Shea Homes Limited Partnership for the construction of Dunes on Monterey Bay – Phase 2 North – Stage 1 (“Shea Project”).

During the development of the Shea Project, it became evident that MCWD’s future plans for the Booker Lift Station force main to be directed through the Dunes 1 North – Stage 1 Shea Project should be designed and installed within the Shea Project to avoid replacing new infrastructure with slightly larger infrastructure in the near future.

Discussion/Analysis: Initially, MCWD intended the Booker Lift Station force main and recycled water component to be within the Del Monte Boulevard extension. However, because the future Del Monte Boulevard extension is currently delayed pending environmental review, it is unknown when or if MCWD would be able to include the subject infrastructure to serve the Shea Project. As a result, District staff recommends having the Developer increase the sewer trunk main pipe size to accommodate Booker Lift Station rerouted flows and reimburse the Developer for the increased costs. The developer shall be reimbursed in accordance with the terms of the “Reimbursement Agreement between MCWD and Shea Homes LP” submitted herewith for approval.

In order to create and fully fund the Del Monte Boulevard Sanitary Sewer Pipe (OS-2306) Project, staff recommends transferring the appropriate funds and updating the Fiscal Year 2023/2024 Capital Improvement Program (CIP) to include this project. The proposed Del Monte Boulevard Sanitary Sewer Pipe (OS-2306) element is proposed to be budgeted as an Ord Sewer project with 100% capital replacement funds.

The proposed budget amendment is as follows:

<b>CIP Budget Amendment</b>	<b>Budget</b>	<b>Change</b>	<b>Balance</b>
From: GS-2402 Lift Station Improvements			
Program (Ord Sewer Cost Center)	\$ 350,000	(\$ 39,500)	\$ 310,500
To: OS-2306 Del Monte Sewer Pipe	\$ 0	\$ 39,500	\$ 39,500

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** Legal Counsel reviewed the Board Transmittal, Resolution, and standard Reimbursement Agreement.

**Climate Adaptation:** By completing this project concurrently with the work already designed, planned, and approved within Del Monte Boulevard it will minimize additional greenhouse gas emissions by eliminating the future impacts from construction equipment and materials if the pipeline work is undertaken in the future. In addition, moving the Booker Lift Station force main into a public right-of-way eliminates the potential for impacting potentially sensitive habitats.

**Financial Impact:**  X  Yes   No **Funding Source/Recap:** Ord Sewer FY 2023-2024 CIP Budget. The Project reduces the programmatic Lift Stations Improvements Project (GS-2402) by \$39,500 leaving \$310,500 in programmatic project balance. The remaining funds are sufficient to complete the remaining schedule of work as anticipated in the capital plan.

**Material Included for Information/Consideration:** Resolution No. 2023-43; Reimbursement Agreement; Reimbursement Calculations Spreadsheet; and, Project Contractor Bidding Documents.

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

Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

August 21, 2023

Resolution No. 2023-43  
Resolution of the Board of Directors  
Marina Coast Water District

Approving a Reimbursement Agreement between MCWD and Shea Homes Limited Partnership;  
and, Amending the FY 2023-2024 Capital Improvement Budget to fund the Del Monte  
Boulevard Sanitary Sewer Pipe Project (OS-2306)

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 21, 2023, at 920 Second Avenue, Suite A, Marina, California as follows:

WHEREAS, the District is preparing to reroute flows from the Booker Sanitary Sewer Lift Station within public right-of-way; and,

WHEREAS, the District plans to provide recycled water to the future Del Monte Boulevard Extension in Marina, CA; and,

WHEREAS, the District and Shea Homes Limited Partnership entered into Infrastructure Agreement on March 21, 2023; and,

WHEREAS, District staff recommends having the Developer increase the sewer trunk main pipe size to accommodate Booker Lift Station rerouted flows within Del Monte Boulevard beyond what is required to serve the Shea Project, and reimburse the Developer for the increased costs; and,

WHEREAS, an additional not-to-exceed lump sum cost of \$39,500 in resources is necessary to cover the full amount of the reimbursement to augment the planned sewer pipe diameter increase; and,

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

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

1. adopt Resolution No. 2023-43 to amend the FY 2023-2024 Capital Improvement Program Budget as follows:

<b>CIP Budget Amendment</b>	<b>Budget</b>	<b>Change</b>	<b>Balance</b>
From: GS-2402 Lift Station Improvements			
Program (Ord Sewer Cost Center)	\$ 350,000	(\$ 39,500.00)	\$ 310,500
To: OS-2306 Del Monte Sewer Pipe	\$ 0	\$ 39,500	\$ 39,500

2. authorize the General Manager to execute the Reimbursement Agreement between MCWD and Shea Homes LP and to take all actions and execute all documents which may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 21, 2023 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. 2023-43 adopted August 21, 2023.

\_\_\_\_\_  
Remleh Scherzinger, Secretary



**REIMBURSEMENT AGREEMENT BETWEEN MCWD AND SHEA HOMES LIMITED  
PARTNERSHIP  
FOR THE DUNES - PHASE 2N, STAGE 1 SEWER FACILITIES**

This Reimbursement Agreement Between MCWD and SHEA HOMES LIMITED PARTNERSHIP For the SEWER FACILITIES ("Reimbursement Agreement") is entered into as of \_\_\_\_\_ 2023, by and among SHEA HOMES LIMITED PARTNERSHIP, and/or its successors in interest ("Developer"), and the MARINA COAST WATER DISTRICT, a California water district ("District"). Developer and District are sometimes referred to herein as a "Party" and collectively as "Parties."

**RECITALS**

A. Developer is the owner of or has legal interest in certain real property under development within the City of Marina near the corner of Imjin Parkway and Del Monte Boulevard, which serves as a backbone project to commercial and residential uses. This backbone project is known as Dunes of Monterey Bay, Phase 2 North – Stage 1(the “Development”).

B. Developer and District have entered into that certain agreement entitled "Water, Sewer and Recycled Water Infrastructure Agreement for Dunes of Monterey Bay Phase 2 North - Stage 1" (the "Infrastructure Agreement") pursuant to which the Developer shall install and convey to the District upon completion, certain improvements (collectively, the "Facilities" and each severable portion or phase thereof, a "Facility") required by the District to provide water, recycled water, and sewer services to adjacent Development.

C. The Parties agree that certain additional improvements are necessary to be designed and constructed in order to provide adequate sewer service for MCWD service areas outside the Development. The improvements are In-Tract improvements.

D. While the In-Tract Policy requires the Developer to place MCWD infrastructure within public right of way, the remaining portion of the sewer system needed is related to the extension of Del Monte Boulevard towards Central Marina. Construction of the Del Monte Boulevard extension is not scheduled to occur in the foreseeable future due to environmental review delays. Therefore, the District and Developer desire to enter into an equitable agreement to provide for the reimbursement by the District to Developer of certain costs of design and construction of the In-Tract improvements as set forth in detail below.

NOW THEREFORE, in consideration of the mutual promises contained herein, District and Developer hereby agree as follows:

## **1. SCOPE/DESCRIPTION OF REIMBURSABLE IMPROVEMENTS**

1.1 Improvements Subject to this Reimbursement Agreement. The District has determined that the sewer main along Del Monte Boulevard, which is an In-Tract improvement and is required to serve a portion of the Development, needs to be enlarged so that it can accommodate rerouted sewer flows from the Booker Lift Station (“Del Monte Boulevard Sewer Main”). A detailed scope of work and budget for the Del Monte Boulevard Sewer Main shall be agreed upon in writing, using the Work Release format in Exhibit 1, attached hereto.

1.2 Reimbursement. Provided Developer designs, constructs and dedicates the Del Monte Boulevard Sewer Main to MCWD as set forth in this Reimbursement Agreement, Developer shall be entitled to reimbursement from MCWD (the "Reimbursement Amount"), which shall be based on increasing the sanitary sewer line from 8-inch to 12-inch diameter pipe from the existing SSMH UVA43 at Station 10+63.65 to Station 17+97.33. Subsequent to the completion and acceptance by District of the Del Monte Boulevard Sewer Main and provided the Parties have agreed upon the final Reimbursement Amount, District shall pay the Reimbursement Amount to Developer within sixty (60) days of invoice from Developer.

## **2. DESIGN AND CONSTRUCTION REQUIREMENTS**

2.1 Developer shall, at its sole cost and expense, cause the design and construction of the Del Monte Boulevard Sewer Main in strict accordance with the District's requirements. The Infrastructure Agreement shall be incorporated herein and shall govern the design, construction, dedication and warranty requirements for the Del Monte Boulevard Sewer Main.

## **3. REIMBURSEMENT COSTS**

3.1 Determination of Total Del Monte Boulevard Sewer Main. MCWD’s Reimbursement Amount shall be based on that portion of the Total Del Monte Boulevard Sewer Main Cost as described in Section 1.2, above which is in excess of Developer’s proportional benefit as determined herein. MCWD’s Reimbursement Amount shall not exceed \$39,213.85.

## **4. MISCELLANEOUS**

4.1 Notice. Any notice or communication required hereunder between the District or Developer must be in writing, and may be given either personally, by electronic mail, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar

courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

**To District:** Marina Coast Water District  
**Attn: General Manager**  
11 Reservation Road  
Marina, California 93933

**To Developer:** Shea Homes Limited Partnership  
**Attn: Don Hofer**  
2630 Shea Center Drive  
Livermore, CA 94551

4.2 Term. This Agreement commences upon the above Effective Date and shall expire (a) two (2) years thereafter or (b) upon completion by the Developer and acceptance by the District of the Del Monte Boulevard Sewer Main and the expiration of the required warranty period, whichever occurs first.

4.3 Modification. Modifications or amendments to this Reimbursement Agreement shall be in writing and executed by all parties.

4.4 Assignment. This Reimbursement Agreement and all the terms and conditions contained herein shall inure to the benefit of and bind the successors and assigns of District and Developer. Nothing contained herein restricts or prohibits the sale or other transfer of property.

4.5 Entire Agreement. This Reimbursement Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. This Reimbursement Agreement, together with the attached Exhibits, constitutes the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. The Exhibits attached to this Reimbursement Agreement are incorporated herein for all purposes.

4.6 Compliance with Infrastructure Agreement/Dispute Resolution. Developer agrees all Facilities it constructs shall be constructed in compliance with the terms of the Infrastructure Agreement. Any dispute between the parties as to the proper interpretation, application or enforcement of this Reimbursement Agreement shall be subject to dispute resolution in the same manner and with the same effect as provided in Section 19 of the Infrastructure Agreement, the provisions of which are hereby incorporated into this Reimbursement Agreement by reference.

4.7 Waiver. All waivers of the provisions of this Reimbursement Agreement shall be in writing and signed by the appropriate authorities of the District and the Developer.

4.8 California Law. This Reimbursement Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions.

4.9 Prevailing Wage. All Facilities paid for in whole or in part by reimbursement of Eligible Costs from District funds under this Reimbursement Agreement are subject to the prevailing wage requirements for public works construction, under Sections 1770 through 1781 of the Labor Code. The applicable provisions shall be applied. Nothing in this section shall be deemed to modify the provisions of Section 29 of the Infrastructure Agreement with respect to all other Facilities.

4.10 Attorney’s Fees. If either party to this Reimbursement Agreement brings a suit or proceeding to enforce or require performance of the terms of this Reimbursement Agreement, the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorneys' fees and the costs and fees of any experts reasonably engaged by the attorney.

4.11 Severability. If any term or provision of this Reimbursement Agreement, or the application of any term or provision of this Reimbursement Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Reimbursement Agreement, or the application of this Reimbursement Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Reimbursement Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, the party adversely affected may (in its sole and absolute discretion) terminate this Reimbursement Agreement by providing written notice of such termination to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement the day and year first above written.

<p><b>DISTRICT:</b> Marina Coast Water District, A California County Water District</p> <p>By: _____ Remleh Scherzinger, PE General Manager</p> <p>Approved as to Form:</p> <p>By: _____ David Hobbs, District Legal Counsel</p>	<p><b>DEVELOPER:</b> Shea Homes Limited Partnership, A California Limited Partnership</p> <p>By: _____</p> <p>Name: _____</p> <p>Its: _____</p>
--	---

**EXHIBIT 1**

<b>Type of Facility</b>	<b>Location</b>	<b>Funding Source (mark all that apply)</b>
<input type="checkbox"/> Water	<input checked="" type="checkbox"/> In-Tract	<input checked="" type="checkbox"/> CIP OS-2306, FY2023-2024
<input checked="" type="checkbox"/> Sewer	<input type="checkbox"/> Out-of-Tract	<input checked="" type="checkbox"/> Developer:
<input type="checkbox"/> Recycled Water		Shea Homes, Limited Partnership

**Scope of Work – Description:**

The Booker Lift Station Force Main Replacement project includes the abandonment of the existing force main from the Booker Lift Station to the terminus near 9<sup>th</sup> Street. The project also includes constructing a new force main from the Booker Lift Station to the Dunes 2N Sanitary Sewer System within the proposed extension of Del Monte Boulevard. Given the In-Tract Policy, within the Dunes 2N Sanitary Sewer System pipe adjustments are needed to accommodate the flows from the Booker Lift Station to the 24-inch sanitary line on 2<sup>nd</sup> Avenue. Through the Dunes 2N sanitary system, the In-Tract pipe adjustments include the following:

Sanitary Sewer Pipeline Reimbursement

- Increasing the pipe diameter from 8” to 12” from existing SSMH UVA43 at Station 10+63.65 to Station 17+97.33.
- The basis for the not-to-exceed lump sum cost is as follows.
  - Construction Cost: \$34,099.00 (see Attached Bid and Differential Calculations)
  - Design and Overhead Cost: This is 15% of the construction cost or \$5,114.85 (\$34,099.00 x 15%)
  - Sanitary Sewer Lump Sum Cost = \$39,213.85 (\$34,099.00 + \$5,114.85)

Total Reimbursement Cost is \$39,213.85

Contract Document References:

- Plans and Specifications: The Dunes of Monterey Bay Phase 2 North – Stage 1 Improvement Plans dated \_\_\_\_\_, 2023 and the Marina Coast Water District Standard Procedure Guidelines and Design Requirements, latest edition.
- Reimbursement Bid and Calculations dated August 11, 2023 (See Attachment)

Estimated Start Date: Summer/Fall 2023

Estimated Completion Date: Winter 2023/2024

Not to Exceed Reimbursement Cost: \$39,213.85

Agreed:

**DEVELOPER:** SHEA HOMES, LIMITED PARTNERSHIP  
a California limited corporation

By: \_\_\_\_\_

Don Hofer, Vice President

**Dunes Phase 2 North MCWD Reimbursement**

**Sanitary Sewer Size Upgrade**

Description	Original Quantity	Unit	Revised Quantity	Unit	Delta Quantity	Unit	Unit Price	Total Price
Break And Enter Existing Manhole to Upsize	1	LS	1	LS	1	LS	\$ 6,000.00	\$ 6,000.00
12" SDR-35 Sanitary Sewer (Street and Trenching at Manhole)	24000	LS	4000	LS	N/A	LS	\$ 4,000.00	\$ 4,000.00
Traffic Control Plan (Item Already Spent)	1	LS	1	LS	1	LS	\$ 900.00	\$ 900.00
12" SDR-35 Sanitary Sewer (Upgraded section from 8" to 12")	733	LF	703	LF	30		\$ 33.00	\$ 23,199.00
							<b>SubTotal</b>	\$ 34,099.00
							<b>Markup 15%</b>	\$ 5,114.85
							<b>Total Reimbursement Amount</b>	\$ 39,213.85

**REVISION 2**

Bid Date: 3/20/2023  
Time: 3:00PM

**Proposal for:  
The Dunes Phase 2 North-Revised**



CA STATE LICENSE NO. 160382 / DIR 1000001098  
727 University Avenue, Los Gatos, CA 95032  
PHONE: (408) 377-2793 FAX: (408) 354-7599

**Shea Homes**  
PO Box 5064  
Livermore, CA 94551

Project No. DUN 10-27(B) / 993 / 7836-1

Item	Description	Quantity	Unit	Unit Price	Total Price
<b>SSOFF Sanitary Sewer-Offsite</b>					
01	Break And Enter Existing Manhole	1.00	EA	6,000.00	6,000.00
02	12" SDR-35 Sanitary Lateral	1.00	EA	24,000.00	24,000.00
03	Remove 8" SS & Manhole	1.00	EA	16,000.00	16,000.00
04	Abandon 6" Sanitary Sewer	1.00	LS	1,000.00	1,000.00
05	Traffic Control	4.00	DAY	2,400.00	9,600.00
06	Traffic Control Plan	1.00	LS	900.00	900.00
				Total:	57,500.00
<b>SS Sanitary Sewer</b>					
01	12" SDR-35 Sanitary Sewer	733.00	LF	99.00	72,567.00
02	8" SDR-35 Sanitary Sewer	455.00	LF	66.00	30,030.00
03	6" SDR-35 Sanitary Sewer	55.00	LF	58.00	3,190.00
04	60" SSMH	5.00	EA	6,250.00	31,250.00
05	Epoxy Line Manhole (SSMH #3, #4, #5)	3.00	EA	7,200.00	21,600.00
06	10" SDR-25 Stub	1.00	EA	1,000.00	1,000.00
				Total:	159,637.00
<b>SD Storm Drain</b>					
01	15" HDPE Storm Drain	302.00	LF	103.00	31,106.00
02	12" HDPE Storm Drain	124.00	LF	92.00	11,408.00
03	48" SDMH	1.00	EA	5,800.00	5,800.00
04	Type "A" Catch Basin	8.00	EA	3,800.00	30,400.00
05	ADS Flexstorm Pure Inlet Filter	6.00	EA	580.00	3,480.00
06	ADS Stormtech Chamber Systems	2,694.00	SF	98.00	264,012.00
				Total:	346,206.00
<b>W Water</b>					
01	Connect To Existing Onsite	2.00	EA	11,000.00	22,000.00
02	12" C-900 DR14	913.00	LF	199.00	181,687.00
03	8" C-900 DR14	584.00	LF	116.00	67,744.00

**REVISION 2**

Bid Date: 3/20/2023  
Time: 3:00PM

**Proposal for:  
The Dunes Phase 2 North-Revised**



CA STATE LICENSE NO. 160382 / DIR 1000001098  
727 University Avenue, Los Gatos, CA 95032  
PHONE: (408) 377-2793 FAX: (408) 354-7599

**Shea Homes**

PO Box 5064  
Livermore, CA 94551

Project No. DUN 10-27(B) / 993 / 7836-1

Item	Description	Quantity	Unit	Unit Price	Total Price
04	ARV	1.00	EA	6,500.00	6,500.00
05	6" Fire Hydrant Services	2.00	EA	17,500.00	35,000.00
Total:					<u>312,931.00</u>
<b>RW</b>	<b>Recycled Water</b>				
01	Connect To Existing	1.00	EA	1,900.00	1,900.00
02	4" C-900 Recycled Water	604.00	LF	61.00	36,844.00
03	Permanent Blowoffs	1.00	EA	4,000.00	4,000.00
04	2" Irrigation Service	1.00	EA	4,000.00	4,000.00
Total:					<u>46,744.00</u>
<b>Total w/o Alternates:</b>					<b><u>923,018.00</u></b>
<b>ALT</b>	<b>Alternate Items</b>				
01	2" Irrigation RPBFP (If Needed)	1.00	EA	5,500.00	5,500.00
Total:					<u>5,500.00</u>

**ATTACHED NOTES TO BID OUTLINE THE CONDITIONS OF THIS QUOTATION  
AND MUST BE CONSIDERED AS AN INTEGRAL PART OF THIS PROPOSAL.**

Run by: Kimberly Franks  
Estimator: Chris Luffman





STATE CONTRACTORS LICENSE NO. 160382 / DIR # 1000001098  
 727 UNIVERSITY AVE., LOS GATOS, CA 95032 PHONE: (408) 377-2793 - FAX: (408) 354-7599  
[WWW.SANCOPIPELINES.COM](http://WWW.SANCOPIPELINES.COM)

#### NOTES TO BID

(THE BELOW LISTED NOTES TO BID OUTLINE THE CONDITIONS OF THIS QUOTATION AND MUST BE INCLUDED AS AN INTEGRAL PART OF ANY PURCHASE ORDER OR SUBCONTRACT AGREEMENT ISSUED TO SANCO PIPELINES, INC. TO ACCOMPLISH THIS WORK.)

MARCH 20, 2023  
 THE DUNES PHASE 2 NORTH, MARINA-REVISED

**SANCO PIPELINES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DELAYS, INCLUDING LIQUIDATED DAMAGES ARISING FROM GLOBAL SUPPLY CHAIN DISRUPTION AND/OR MATERIAL AVAILABILITY DUE TO FORCE MAJEURE DECLARATIONS, SHORTAGES, WEATHER EMERGENCY, AND/OR COVID-19 CONDITIONS, LAWS, ORDERS OR MANDATES. TIME EXTENSIONS TO BE PROVIDED FOR THE SAME. PRICE INCREASES FROM SUPPLIERS OVER QUOTED BID PRICES TO BE REIMBURSED BY CHANGE ORDER NOTWITHSTANDING ANY PROVISION OF THE CONTRACT DOCUMENTS.**

#### **THIS BID IS BASED UPON PLANS AND SPECIFICATIONS AS FOLLOWS:**

- PLANS DATED 01/13/23 BY WHITSON ENGINEERS, TITLED " THE DUNES PHASE 2 NORTH IMPROVEMENT PLANS-STAGE 1"
- SOILS REPORT DATED MARCH 23, 2020 BY BERLOGAR STEVENS AND ASSOCIATES.

#### **SCOPE PROVISIONS:**

1. **PROPOSAL BASED ON CURRENT FUEL PRICES AT TIME OF BID. The Transportation industry and material suppliers are all including as a condition to their proposals that the market rate at time of delivery and throughout the project, will be incurred. Any incurred fuel surcharges will be passed through and payable by Contractor/Owner on a T&M basis. These increases are undeterminable due to the continuing market volatility**
2. SANCO INCLUDES EPOXY LINING OF THREE EACH SSMH. **ALL OTHER MANHOLES ARE NOT COATED/LINED.**
3. GROUNDWATER WAS NOT INDICATED IN THE REFERENCED SOILS REPORT THEREFORE, **TRENCH DEWATERING IS NOT INCLUDED.**
4. IF CONTAMINATED MATERIAL IS ENCOUNTERED WHICH REQUIRES REMEDIATION, ANY DELAYS OR ADDED COSTS WILL BE DETERMINED AT THAT TIME.
5. THIS ESTIMATE IS BASED UPON BACKFILLING WITH NATIVE MATERIAL FOR ALL MCWD (SEWER/WATER) FACILITIES. ALL STORM DRAIN SHALL BE BACKFILLED PER CITY OF MARINA STANDARD SPECIFICATIONS. **SHOULD IMPORT BACKFILL BE REQUIRED FOR MCWD FACILITIES, SANCO CAN PROVIDE ADDITIONAL PRICING FOR SAID COSTS.**
6. ALL EXCESS SPOILS GENERATED BY PIPELINE INSTALLATION TO BE SPREAD UNIFORMLY OVER TRENCHES. **SPOILS OFFHAUL OR ONSITE TRUCKING IS NOT INCLUDED. SPOILS TO BE BALANCED BY OTHERS. SPOILS QUANTITY IS APPROXIMATELY 1,000 CY.**
7. BID IS BASED UPON DRY SITE CONDITIONS AND WITH THE ABILITY TO MOVE AROUND THE SITE IN TWO-WHEEL DRIVE VEHICLES.
8. THIS QUOTATION IS BASED UPON NORMAL WORKING HOURS.
9. NO BUILDING CONSTRUCTION TO BE STARTED BEFORE UNDERGROUND WORK IS COMPLETED. CONSTRUCTION OF MODELS IS ACCEPTABLE.
10. **THIS QUOTATION ALLOWS FOR ONE EQUIPMENT MOVE IN ONLY.** QUOTATION ALSO BASED UPON ONE MOVE IN TO RAISE IRON, SET METER BOXES OR ADJUST STORM STRUCTURES OR CLEANOUTS, IF ANY. MULTIPLE SCHEDULING FOR THIS WORK WILL BE CHARGED AS ADDITIONAL WORK.
11. CURB INLETS WILL BE INSTALLED TO WITHIN 12-18 INCHES OF THE TOP OF CURB ELEVATION AND THE IRON SUPPLIED. **THE IRON IS TO BE SET AND THE BOXES FINISHED BY OTHERS.**
12. FINAL AIR TESTING & TV OF SANITARY, TV OF STORM AND WATER PRESSURE TESTING TO BE DONE BEFORE FINAL ROCK GRADE IS MADE.
13. SANCO WILL USE DUE DILIGENCE IN THE PRESERVATION AND CLEANING OF PADS FROM ITS WORK BUT WILL NOT BE HELD LIABLE FOR REGRADING OF PADS FOR CERTIFICATION.

14. SANCO WILL DO ITS BEST TO REPAIR CHOKERS IF DAMAGED BY OUR ACTIVITIES. HOWEVER, **ADDITIONAL GRADING AT OTHERS EXPENSE MAY BE REQUIRED TO RESTORE CHOKERS TO ORIGINAL CONDITION.**
15. STORM WATER POLLUTION PREVENTION UNITS HAVE BEEN PROVIDED IN THIS QUOTE. **SANCO HAS NOT INCLUDED COSTS TO CLEAN THE UNITS AT TIME OF ACCEPTANCE FROM THE CITY.** IF THE GENERAL CONTRACTOR OR DEVELOPER CHOOSES TO PUT STORM DRAIN WATER THROUGH THE SYSTEM DURING THE COURSE OF CONSTRUCTION, THEN ANY CLEANING REQUIRED BY THE CITY BEFORE THE PROJECT HAS BEEN ACCEPTED WILL BE PAID TO SANCO ON A T&M BASIS. SANCO CAN ALSO PROVIDE AN ALTERNATE SOURCE FOR SHORT OR LONG-TERM MAINTENANCE PROGRAMS.
16. OSHA FALL PROTECTION TIE-OFF PROCEDURES DO NOT APPLY TO SANCO'S TRENCHING EXCAVATION WORK.
17. WORK ALONG OR ADJACENT TO THE TEMPORARY AGGREGATE BASE ACCESS ROAD SHALL BE OPEN CUT. **ANY TEMPORARY EXCAVATION SHALL BE PERFORMED BY OTHERS AND SHALL ACCOMMODATE OPEN CUT EXCAVATIONS FOR UTILITY INSTALLATION. SHORING IS EXCLUDED FROM THIS PROPOSAL.**
18. THIS BID IS BASED ON AVAILABILITY OF CONSTRUCTION WATER AT NO COST TO SANCO PIPELINES. WATER SHALL BE SUPPLIED BY AN ONSITE WATER TANK OR HYDRANT WITHIN 1 MILE OF THE PROJECT LIMITS.
19. REVISED SANITARY SEWER CLARIFICATIONS:
- THE EXISTING MANHOLE IN IMJIN PARKWAY HAS BEEN PREVIOUSLY LINED. SANCO ASSUMES A STANDARD MANHOLE BOOT WILL BE SUFFICIENT FOR CONNECTION PURPOSES.
  - MCWD SPECIFICATIONS REQUIRE EXISTING MANHOLES TO BE LINED WHEN BREAKING AND ENTERING FOR NEW CONNECTIONS. SANCO ASSUMES THIS WILL NOT BE REQUIRED AS THE EXISTING MANHOLE IS ALREADY LINED, THUS **EPOXY COATING FOR THE MANHOLE IN IMJIN PARKWAY IS EXCLUDED.**
  - SANCO INCLUDES ALL SAWCUTTING, DEMOLITION, PAVEMENT RESTORATION AND TRAFFIC CONTROL FOR WORK IN IMJIN PARKWAY. **ALL OTHER WORK IS ASSUMED TO BE PERFORMED IN ROUGH GRADE CONDITIONS.**
  - THE REMOVAL OF THE EXISTING 8" SANITARY SEWER AND ASSOCIATED MANHOLE SHALL INCLUDE ALL SAWCUTTING, DEMOLITION, PAVEMENT RESTORATION AND TRAFFIC CONTROL FOR WORK IN IMJIN PARKWAY.
  - SANCO INCLUDES ONE EACH CONCRETE PLUG FOR THE ABANDONMENT OF THE EXISTING 6" SANITARY SEWER. **SANCO DOES NOT INCLUDE FILLING OR REMOVING THE EXISTING PIPE.**

**EXCLUSIONS:**

20. ALL DESIGN/ENGINEERING, SHOP DRAWINGS, INSPECTION, PERMITS, BONDS, ADDITIONAL INSURANCE, HOOK-UP, AND TESTING FEES.
21. COMPACTION TESTING OR SOILS ENGINEERING.
22. DEMOLITION/ABANDONMENT OF EXISTING UTILITIES
23. SURVEY LAYOUT.
24. CATHODIC PROTECTION
25. DEMOLITION
26. POTHOLES. ONCE USA MARKS EXISTING UTILITIES IN THE FIELD AND THE ENGINEER HAS PROVIDED A SCOPE, THEN SANCO CAN PERFORM THE WORK ON A TIME AND MATERIALS BASIS.
27. UNIT PRICES DO NOT REFLECT CONCRETE ENCASEMENT UNLESS SPECIFIED ON PLANS.
28. CONCRETE REPLACEMENT. TRENCHES THROUGH EXISTING SIDEWALKS TO BE TOPPED WITH TEMPORARY ASPHALT.
29. SANITARY LATERAL CLEANOUTS.
30. RAISING OF EXISTING MANHOLES, CLEANOUTS OR VALVES UNLESS SPECIFIED BY BID ITEM. PRICE FOR RAISING EXISTING MANHOLES IS BASED UPON USING RAISING RINGS. SHOULD THE CONE OR BARREL SECTION NEED TO BE REMOVED AND REPLACED ADDITIONAL COSTS WILL BE NEGOTIATED.
31. EROSION CONTROL MEASURES.
32. REMOVAL AND REPLACEMENT OF EXISTING FENCING BY OTHERS.
33. TELEPHONE/POWER POLES ARE TO BE MOVED OR SUPPORTED BY OTHERS
34. ALL WATER METERS TO BE SUPPLIED AND INSTALLED BY OTHERS.
35. UNKNOWN CONFLICTS WITH EXISTING UTILITIES WHERE OFFSETS ARE REQUIRED WILL BE DONE ON A TIME AND MATERIALS BASIS.

36. LATERAL BEARING CAPACITY AND "CORROSIVE" CORROSION POTENTIAL OF THE SOIL TO BE DETERMINED BY OTHERS. ALL COSTS ASSOCIATED WITH THESE REPORTS TO BE PAID FOR BY OTHERS.
37. SIGNING OR STRIPING
38. THE SWEEPING OF STREETS ADJACENT TO THE PROJECT, WHILE WORKING ONSITE.
39. *ALL ITEMS ITALICIZED ABOVE.*

**CONTRACT PROVISIONS:**

40. **RETENTION WITHHOLDING SHALL BE NO MORE THAN 5% ON PRIVATE AND PUBLIC WORK PROJECTS.** FINAL PAYMENT AND DISBURSEMENT OF RETENTION SHALL BE MADE NO LATER THAN 45 DAYS AFTER SUBCONTRACTOR COMPLETES ITS WORK. COMPLETION IS WHEN THE WORK OR DESIGNATED PORTION THEREOF IS SUFFICIENTLY COMPLETE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SO THAT THE OWNER CAN OCCUPY OR WHEN CONTRACTOR/OWNER UTILIZES THE WORK FOR ITS INTENDED USE. THIS TERM IS A MATERIAL PART OF THIS PROPOSAL AND MUST BE INCLUDED IN ANY CONTRACT WITH SANCO PIPELINES, INC ANY REDUCTION OR ELIMINATION IN CONTRACT ITEMS TO RESULT IN A MINIMUM OF 5%FEE.
41. DUE TO THE VOLATILITY OF THE RAW MATERIALS MARKET, SANCO CANNOT GUARANTEE THIS PROPOSAL.
42. IF ATTORNEY'S FEES AND COSTS MUST BE INCURRED TO ENFORCE THE PURCHASE ORDER OR CONTRACT RESULTING FROM THIS ESTIMATE (WHETHER OR NOT LEGAL ACTION IS INSTITUTED), THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS.
43. SANCO IS A UNION CONTRACTOR, FULLY BONDABLE AT A RATE OF ONE PERCENT (1%). IF BONDS ARE REQUIRED, ADDITIONAL PREMIUMS WILL BE DUE AND PAYABLE TO SUBCONTRACTOR ON ANY INCREASED CONTRACT AMOUNTS RESULTING FROM CHANGE ORDERS AND/OR EXTRA WORK.
44. FINAL PAYMENT AND DISBURSEMENT OF RETENTION SHALL BE MADE NO LATER THAN 45 DAYS AFTER SUBCONTRACTOR COMPLETES ITS WORK. THIS TERM IS A MATERIAL PART OF THIS PROPOSAL AND MUST BE INCLUDED IN ANY CONTRACT WITH SANCO PIPELINES, INC.
45. SANCO'S NOTES TO BID AND CURRENT T&M RATES SHALL BE INCORPORATED INTO THE SUBCONTRACT BETWEEN THE PARTIES.
46. REGARDING INDEMNIFICATION PROVISION: THE PARTIES EXPRESSLY AGREE THAT SUBCONTRACTOR SHALL NOT DEFEND, INDEMNIFY, OR HOLD CONTRACTOR AND/OR OWNER HARMLESS AGAINST ANY CLAIM, ACTION, OR LIABILITY RELATED TO NUISANCE, TRESPASS, QUIET ENJOYMENT, AND FRAUDULENT LEASE CLAIMS BROUGHT BY ANY TENANTS OR HOMEOWNERS AT THE PROPERTY OR AT ADJACENT PROPERTIES.
47. SANCO PIPELINES, INC., IF REQUIRED BY CONTRACT, AGREES TO MAINTAIN COMPLETED OPERATION COVERAGE ON A YEAR-TO-YEAR BASIS FOR A PERIOD OF 10-YEARS FOLLOWING ACCEPTANCE OF THE WORK AND NAME OWNER/CONTRACTOR AS AN ADDITIONAL INSURED FOR A PERIOD OF 3-YEARS USING A CG2010 1185 OR EQUIVALENT FORM AS LONG AS THE FORM IS AVAILABLE AT COMMERCIALY REASONABLE RATES. ATTACHED ARE SPECIMEN CERTIFICATES OF INSURANCE AND ENDORSEMENTS THAT ARE INCLUDED IN THIS BID.
48. 2.5% FOR G/L SHPIP PREMIUM COST FOR ENROLLMENT ARE INCLUDED IN THIS PROPOSAL. W/C BASED ON SANCO'S CURRENT POLICY RATES.
49. CONTRACT EXECUTION IS CONDITIONED UPON ACCEPTABLE PROJECT FINANCING.
50. IN THE EVENT OF ANY CONFLICTS IN TERMS AND CONDITIONS, THIS DOCUMENT SHALL PREVAIL.