



REQUEST FOR PROPOSALS (RFP)

Classification and Compensation Study

1. INTRODUCTION

Marina Coast Water District (MCWD or District) is seeking proposals from qualified professional consulting firms to conduct a comprehensive Classification and Compensation Study. The District is seeking a consultant with demonstrated experience conducting classification and compensation studies for California public agencies. Experience with special districts, water, wastewater, recycled water, public utilities, or similar agencies is preferred.

The study will evaluate the District's classification structure, job descriptions, base salary relationships, internal equity, salary competitiveness, salary compaction, and compensation practices. The consultant will obtain input from employees and management, compare MCWD classifications with appropriate comparable agencies, and provide practical and defensible recommendations for an equitable and competitive classification and compensation system.

Employee benefits and total compensation are not included in the scope of this study.

2. DISTRICT BACKGROUND

Marina Coast Water District is a public utility serving the City of Marina and the Ord Community in Monterey County, California. The District provides potable water, recycled water, and wastewater collection services to its customers and supports residential communities and regional development.

The District operates within a complex environment shaped by regulatory requirements, infrastructure needs, long-term water supply planning, development, and public accountability. MCWD's workforce includes administrative, customer service, finance, engineering, information technology/GIS, water resources, and field operations positions.

MCWD is governed by a publicly elected Board of Directors and operates under the leadership of a General Manager. The District has approximately 54 budgeted positions.

The District currently has three bargaining units, with the possibility of a fourth bargaining unit during or following the study period. For purposes of this study, District positions generally fall within three employee groups: rank-and-file employees, middle managers, and senior managers. The consultant shall consider these groups and applicable bargaining-unit structures when evaluating classifications, internal salary relationships, supervisory relationships, salary compaction, and market competitiveness. The study shall remain flexible enough to address changes in bargaining-unit structure that may occur during the project.

3. SCOPE OF WORK

The selected consultant shall provide all professional services necessary to complete the Classification and Compensation Study. The final scope may be refined through contract negotiations, but proposals shall address the following minimum requirements.

3.1 Study Goals

- Develop a clear, consistent, and defensible classification structure based on actual duties, responsibilities, scope, complexity, authority, and required qualifications.
- Evaluate internal equity and appropriate salary relationships among District classifications.
- Determine MCWD's competitive salary position within an appropriate public-sector labor market.
- Support the District's ability to recruit and retain qualified employees.
- Identify salary compaction or inversion issues and provide options for resolution.
- Review and update job descriptions as necessary.
- Evaluate appropriate classification and salary relationships among rank-and-file employees, middle managers, and senior managers.
- Provide implementation options and estimated fiscal impacts.
- Provide a practical method for maintaining the classification and compensation system after the study is completed.

3.2 Project Initiation and Data Review

1. Conduct a kickoff meeting with the District project team to confirm objectives, work plan, schedule, communication procedures, employee participation, and data requirements.
2. Review the District's organizational structure, current classifications, job descriptions, salary schedule, District positions, applicable personnel policies and labor agreements, and other information relevant to the study.
3. Identify data gaps and request additional information needed to complete the study.
4. Provide regular written progress reports identifying completed work, upcoming work, decisions needed, risks, and schedule status.

3.3 Classification Study

The classification study shall be limited to approximately **nine (9) to ten (10) classifications identified by the District**. The District will provide the selected classifications and applicable job descriptions to the Consultant.

For the classifications included in the study, the Consultant shall:

1. Review existing job descriptions for distinguishing characteristics, essential functions, supervision received and exercised, minimum qualifications, knowledge, skills and abilities, licenses and certifications, physical demands, working conditions, and other relevant requirements.
2. Use employee questionnaires, interviews, job audits, supervisor/manager interviews, or other appropriate methods to understand the work actually performed. Classification determinations shall not be based on job titles alone.

3. Evaluate classification titles, class concepts, career levels, reporting relationships, and allocation of positions to classifications.
4. Identify whether the selected classifications should be consolidated, retitled, revised, reallocated, split, or otherwise modified. Where the review identifies a need for a new classification directly related to a classification under study, identify and recommend the proposed classification.
5. Evaluate internal classification relationships and career progression opportunities associated with the classifications under study.
6. Review the selected job descriptions for consistency with applicable FLSA, EEO, ADA, and other relevant employment requirements. Final legal review remains the responsibility of the District.
7. Identify organizational or reporting-alignment observations that materially affect the classifications or their compensation.
8. Prepare updated job descriptions for the classifications included in the study in an editable, District-approved format.

3.4 Comparable Agency and Labor-Market Analysis

1. Recommend an appropriate list of comparable agencies using factors such as agency type, services provided, geographic labor market, organizational size, operating complexity, workforce competition, and other relevant characteristics.
2. Present the proposed comparable-agency list and selection rationale to MCWD. The District will approve the final list before the salary survey begins.
3. Recommend appropriate benchmark classifications that reasonably represent the District's workforce and provide useful anchors for salary relationships.
4. Match positions based on duties, responsibilities, organizational level, scope, and minimum qualifications rather than title alone.
5. Identify classifications for which direct market matches are limited and explain the alternative methodology used.

3.5 Compensation Study

The compensation study shall focus on base salary and salary structure. Employee benefits are specifically excluded.

1. Review MCWD's current salary schedule, salary ranges, steps, range spreads, and compensation structure.
2. Conduct a comprehensive base salary survey using the comparable agencies approved by MCWD.
3. Assess benchmark classifications systematically against comparable positions and document the methodology and source data used.
4. Show MCWD's market position by benchmark classification using understandable and reproducible summary statistics.
5. Identify market outliers, unmatched classifications, vacancies, and data limitations that may affect the reliability of comparisons.
6. Conduct an internal base salary relationship analysis and recommend defensible internal relationship guidelines.

7. Evaluate salary compaction and inversion, including supervisor/subordinate and career-series relationships.
8. Evaluate salary relationships within and between rank-and-file, middle management, and senior management classifications, including supervisory differentials and salary-range overlap.
9. Recommend appropriate salary ranges and salary relationships for classifications included in the study.

3.6 Recommendations and Implementation

1. Provide classification and salary recommendations supported by market data and internal-equity analysis.
2. Identify implementation priorities and explain the basis for each significant recommendation.
3. Provide implementation alternatives where appropriate, including phased options if useful to the District.
4. Provide estimated fiscal impacts for recommended salary changes.
5. Address treatment of employees whose salaries may fall below a proposed minimum or above a proposed maximum.
6. Provide options for resolving compaction or inversion issues.
7. Provide recommendations for ongoing administration and maintenance of the classification and compensation plan, including periodic market review, benchmark updates, new-classification review, and internal-equity checks.

3.7 Employee and Management Participation

The consultant shall establish an appropriate process for employee and management participation. The process shall provide opportunities for input from rank-and-file employees, middle managers, and senior managers and shall be coordinated with MCWD for represented employees and bargaining units.

- Employee orientation or informational session explaining the study process.
- Position-description questionnaires and/or interviews.
- Interviews with supervisors, managers, and senior management as appropriate.
- Job audits or follow-up meetings needed to resolve classification questions.
- Management review of preliminary classification findings and comparable-agency recommendations.

3.8 Meeting Requirements

The selected firm shall be prepared to meet in person, virtually, or by telephone as needed throughout the study. At a minimum, the consultant shall participate in a kickoff meeting, employee communication sessions, management review meetings, presentation of draft findings, and at least one Board of Directors presentation if requested by the District.

3.9 Deliverables

Deliverable	Minimum Requirement
Project Work Plan	Tasks, methodology, milestones, meetings, responsibilities, schedule, and data requirements.
Progress Reports	Regular status reports showing completed work, upcoming work, decisions needed, issues, and schedule status.
Classification Findings	Position/class allocation findings, recommended classification changes, and supporting rationale.
Updated Job Descriptions	Editable job descriptions for classifications included in the final scope.
Comparable Agency Analysis	Recommended and final comparable agencies with selection rationale.
Salary Survey Dataset	Source salary data, position matches, calculations, assumptions, and market results in an editable format.
Internal Equity Analysis	Salary relationships, career-series relationships, compaction, and inversion findings.
Draft Study Report	Methods, classification findings, market analysis, internal-equity analysis, recommendations, implementation options, and fiscal impacts.
Final Study Report	Final report incorporating District comments and documenting the methodology used.
Salary Schedule Recommendations	Proposed salary ranges and relationships in an editable format.
Presentation Materials	Management and Board presentation materials, as requested.

3.10 Cybersecurity, Confidentiality, and Data Protection

The consultant may receive confidential, sensitive, personnel-related, or non-public District information while performing the study. The selected consultant shall execute the District's Non-Disclosure Agreement before receiving confidential or non-public information.

- Use District information only for purposes of performing services under the contract and limit access to personnel who require the information to perform the work.
- Maintain reasonable administrative, technical, and physical safeguards to protect District information from unauthorized access, disclosure, alteration, loss, or destruction.
- Encrypt confidential District information while stored and while transmitted electronically.

- Use secure methods approved by the District for exchanging files containing confidential or employee-related information. Personal email accounts and unapproved consumer file-sharing services shall not be used for District information.
- Maintain appropriate endpoint protection, security updates, access controls, and multi-factor authentication on systems used to access or store District information.
- Notify MCWD immediately, and no later than 24 hours after discovery, of any suspected or confirmed unauthorized access, disclosure, loss, compromise, or cybersecurity incident involving District information and cooperate with MCWD in investigation and response.
- Not provide District information to subcontractors or other third parties without prior written authorization from MCWD. Approved subcontractors shall be subject to equivalent confidentiality and cybersecurity requirements.
- Not upload, submit, disclose, or otherwise provide confidential, personnel-related, or non-public MCWD information to publicly accessible generative artificial intelligence services, or use District information to train public or commercial AI models, without prior written authorization from MCWD.
- Return or securely destroy District information at project completion or termination as directed by MCWD and certify destruction upon request.
- Comply with applicable federal and California privacy, data-protection, breach-notification, and records requirements.

4. RFP TIMELINE

4.1 Preliminary Schedule

Phase / Task	Timeline
RFP Release	10/05/2026
Deadline for Questions	10/19/2026
District Responses / Addendum	10/22/2026
Proposal Submission	11/06/2026
Proposal Review	11/09/2026 – 11/13/2026
Finalist Interviews, if needed	11/16/2026 – 11/20/2026
Contract Approval	11/23/2026 – 11/27/2026
Project Start / Kickoff	12/01/2026
Draft Report	04/30/2027
Final Report / Board Presentation	TBD

The District has made every effort to include sufficient information in this RFP to allow firms to prepare a responsive proposal. The schedule is subject to change based on District needs. Any changes will be communicated by the District.

Proposals shall be submitted electronically to:

Mary Lagasca
Director of Administrative Services
Marina Coast Water District
Email: mlagasca@mcwd.org

Proposals must be received no later than the specified deadline. Late submissions will not be accepted.

5. GENERAL TERMS AND CONDITIONS

5.1 Proposal Requirements

1. Each proposer shall meet the terms and conditions of the RFP package. Submission of a proposal constitutes acknowledgement of the RFP requirements, except for exceptions expressly identified in the proposal.
2. Each proposal shall include evidence of insurance sufficient for the District to generally assess the proposer's coverage. Required endorsements will be provided after award and before contract execution.
3. A proposer may withdraw its proposal before the submission deadline by written request to the District.
4. No proposer may submit more than one proposal as the primary proposer unless an alternative proposal is specifically requested.
5. All requests for clarification shall be submitted in writing. Oral communications are not binding on the District.

5.2 Contract Award and Execution

1. The District reserves the right to retain proposals for examination and comparison, waive non-substantial irregularities, reject any or all proposals, request additional information, and negotiate scope and price with the preferred proposer.
2. The District reserves discretion to determine the professional and financial responsibility of proposers and may request information necessary to make that determination.
3. The selected consultant shall execute the District's Professional Services Agreement and Non-Disclosure Agreement and provide required insurance documentation before beginning work.
4. Any requested exceptions to the Sample Professional Services Agreement or Non-Disclosure Agreement shall be clearly identified in the proposal.

5.3 Contract Performance

1. The consultant shall comply with applicable federal, state, county, and District laws, regulations, policies, and requirements.

2. The consultant shall not assign or transfer the contract or use additional subcontractors without prior written District approval.
3. The District's standard payment terms are 30 days from receipt of an acceptable invoice and acceptance of services.
4. The District may inspect or audit records reasonably related to invoices and contract performance.
5. The consultant shall disclose actual or potential conflicts of interest and shall not acquire an interest that conflicts with performance of the work.
6. The District may terminate the agreement in accordance with the terms of the executed Professional Services Agreement.

6. PROPOSAL CONTENT

Proposals should be structured as follows:

- Cover Letter
- Table of Contents
- Section 1 – Executive Summary
- Section 2 – Company Background
- Section 3 – Company Qualifications and Project Team
- Section 4 – References and Relevant Experience
- Section 5 – Proposed Services, Approach, and Schedule
- Section 6 – Cybersecurity Practices
- Section 7 – Pricing
- Section 8 – Exceptions to the Sample Agreement and NDA

Failure to follow the specified format may result in rejection of the proposal.

Cover Letter

The Cover Letter, which should be no longer than three (3) pages, must include:

- Proposer's legal name and corporate structure, including state of incorporation or organization.
- Primary contact name, title, address, telephone number, and email.
- Identification of subcontractors, if any, and the work they will perform.
- Acknowledgement of the RFP scope and attachments.
- Signature of a company officer authorized to bind the proposer.

Table of Contents

All sections should be identified and pages consecutively numbered.

Section 1 – Executive Summary

Provide a concise description of the proposer's credentials, understanding of the District's needs, and proposed approach to the Classification and Compensation Study.

Section 2 – Company Background

- Company history and organizational structure.

- Number of employees and approximate number of clients.
- Headquarters, field offices, and office that will serve MCWD.
- Statement of financial stability and good standing, as applicable.

Section 3 – Company Qualifications and Project Team

- Describe experience conducting classification and compensation studies for California public agencies, particularly special districts, water/wastewater agencies, and public utilities.
- Identify the project manager and key personnel, their roles, office locations, qualifications, and availability.
- Provide resumes for key personnel and subconsultants.
- Describe experience with represented workforces, management classifications, internal equity, compaction analysis, and salary structure development.

Section 4 – References and Relevant Experience

Provide at least three (3) comparable projects completed within the last five (5) years. For each, identify the client, scope, completion date, approximate contract amount, project manager, and reference contact information.

Section 5 – Proposed Services, Approach, and Schedule

- Detailed approach and methodology for each major scope item.
- Proposed employee and management engagement process.
- Proposed comparable-agency and benchmark-selection methodology.
- Proposed salary survey, internal-equity, and compaction methodology.
- Estimated hours by phase and staff member, including subconsultants.
- Services or data expected from MCWD.
- Project schedule with major tasks, meetings, review periods, draft report, final report, and presentations.
- District-specific challenges or assumptions that may affect the study.

Section 6 – Cybersecurity Practices

Describe the firm's practices for encryption, multi-factor authentication, endpoint security, access controls, secure file transfer, incident response, subcontractor access, retention/destruction of client information, and use of artificial intelligence tools. Identify any exceptions to Section 3.10.

Section 7 – Pricing

Classification Study Pricing: The Consultant shall base its proposed fee on the review of up to ten (10) District-selected classifications. The proposed fee shall include all work necessary to complete the classification review described in Section 3.3. Any review of additional classifications beyond the District-selected classifications shall require prior written authorization from the District.

Section 8 – Exceptions to the Sample Agreement and NDA

If the proposer requests exceptions or modifications to the Sample Professional Services Agreement or Non-Disclosure Agreement, provide a red-line version and comments or a separate document explaining each requested change.

6.1 PROPOSAL EVALUATION AND SELECTION

Proposals will be evaluated based on the following factors:

Evaluation Factor	Weight
Qualifications and relevant California public-sector/special-district experience	30%
Project team qualifications and availability	20%
Approach, methodology, and understanding of MCWD's needs	25%
Schedule and ability to complete the work	10%
References and demonstrated performance on comparable studies	10%
Cost and overall value	5%
TOTAL	100%

The District may invite the most qualified firms to interviews or oral presentations. The District reserves the right to request clarification, conduct reference checks, request additional information, and negotiate scope, terms, and price with the preferred proposer.

6.2 OWNERSHIP, PUBLIC RECORDS, AND CONFIDENTIALITY

Final work products prepared specifically for the District, including reports, job descriptions, survey datasets, calculations, and editable source files, shall become District property upon payment, subject to the executed agreement. Proposals and contract records may be subject to disclosure under the California Public Records Act. Proposers should clearly identify information they believe is legally exempt from disclosure; the District cannot guarantee confidentiality.

7. FINAL COMMENTS

The District reserves the right to reject any or all proposals, cancel this RFP, waive non-substantial irregularities, request additional information, modify the RFP by addendum, or negotiate with the preferred proposer. Issuance of this RFP does not obligate the District to award a contract or reimburse proposal preparation costs.

8. ATTACHMENTS

- Attachment A – MCWD District Positions for FY 2027
- Attachment B – MCWD Salary Schedule
- Attachment C – Sample Professional Services Agreement
- Attachment D – Non-Disclosure Agreement

Attachment A identifies the District positions for FY 2027. The classification study will be limited to approximately nine (9) to ten (10) classifications selected by the District. The proposer's price shall include the complete review of up to ten (10) District-selected classifications as described in Section 3.3. Any work involving additional classifications shall require prior written authorization from the District.

Attachment A – MCWD District Positions for FY 2027

MCWD Staff Positions

Job Title	Department
General Manager	Administration
Director of Admin Services	Administration
Human Resources/Risk Administrator	Administration
Executive Assistant to GM/Clerk to the Board	Administration
Controller	Administration
Senior Accountant	Administration
District Analyst III	Administration
Accountant	Administration
Accounting Technician	Administration
Customer Service Administrator	Administration
Customer Supervisor	Administration
Lead Customer Service Billing Technician	Administration
Cust Service/Billing Technician I/II	Administration
Meter Reader	Administration
Water Conservation Specialist III	Conservation
District Engineer	Engineering
Senior Civil Engineer	Engineering
Senior Project Manager	Engineering
Assistant Engineer	Engineering
Engineering Technician	Engineering
Administrative Assistant	Engineering
IT Administrator	Engineering
O&M Manager	Operations & Maintenance
O&M Supervisor	Operations & Maintenance
O&M Coordinator	Operations & Maintenance
Electrical/Mechanical Technician	Operations & Maintenance
System Operator Lead	Operations & Maintenance

Cross-Connection Control Specialist	Operations & Maintenance
System Operator I/II	Operations & Maintenance
Maintenance Worker	Operations & Maintenance
Water Resources Manager	Water Resources
Water Resources Assistant Engineer	Water Resources
Water Resources District Analyst I	Water Resources
Water Resources Technician I	Water Resources

Attachment B – MCWD Salary Schedule

Salary Schedules

Employees Association

Classification and Salary Schedule for FY 2026/2027

Percentage between Ranges = 2.5%

Percentage between Steps = 5.0%

Effective July 1, 2026

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1		60,589.40	63,618.86	66,799.80	70,139.78	73,646.79	77,329.12
		5,049.12	5,301.57	5,566.65	5,844.98	6,137.23	6,444.09
		2,330.36	2,446.88	2,569.22	2,697.68	2,832.57	2,974.20
		29.13	30.59	32.12	33.72	35.41	37.18
2		62,104.14	65,209.33	68,469.81	71,893.29	75,487.96	79,262.35
		5,175.35	5,434.11	5,705.82	5,991.11	6,290.66	6,605.20
		2,388.62	2,508.05	2,633.45	2,765.13	2,903.38	3,048.55
		29.86	31.35	32.92	34.56	36.29	38.11
3		63,656.74	66,839.57	70,181.53	73,690.64	77,375.17	81,243.91
		5,304.73	5,569.96	5,848.46	6,140.89	6,447.93	6,770.33
		2,448.34	2,570.75	2,699.29	2,834.26	2,975.97	3,124.77
		30.60	32.13	33.74	35.43	37.20	39.06
4		65,248.16	68,510.56	71,936.09	75,532.87	79,309.53	83,275.00
		5,437.35	5,709.21	5,994.67	6,294.41	6,609.13	6,939.58
		2,509.54	2,635.02	2,766.77	2,905.11	3,050.37	3,202.88
		31.37	32.94	34.58	36.31	38.13	40.04
5		66,879.34	70,223.32	73,734.50	77,421.22	81,292.27	85,356.88
		5,573.28	5,851.94	6,144.54	6,451.77	6,774.36	7,113.07
		2,572.28	2,700.90	2,835.94	2,977.74	3,126.63	3,282.96
		32.15	33.76	35.45	37.22	39.08	41.04

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Customer Service/Billing Technician I	6	68,551.33	71,978.90	75,577.86	79,356.74	83,324.57	87,490.81
		5,712.61	5,998.24	6,298.16	6,613.06	6,943.71	7,290.90
		2,636.59	2,768.42	2,906.84	3,052.18	3,204.79	3,365.03
		32.96	34.61	36.34	38.15	40.06	42.06
	7	70,265.10	73,778.39	77,467.31	81,340.67	85,407.69	89,678.08
		5,855.43	6,148.20	6,455.61	6,778.39	7,117.31	7,473.17
		2,702.50	2,837.63	2,979.51	3,128.49	3,284.91	3,449.16
		33.78	35.47	37.24	39.11	41.06	43.11
Maintenance Worker	8	72,021.75	75,622.83	79,403.98	83,374.18	87,542.87	91,920.03
Meter Reader		6,001.81	6,301.90	6,617.00	6,947.85	7,295.24	7,660.00
		2,770.07	2,908.57	3,054.00	3,206.70	3,367.03	3,535.39
		34.63	36.36	38.17	40.08	42.09	44.19
	9	73,822.30	77,513.43	81,389.07	85,458.53	89,731.47	94,218.03
		6,151.86	6,459.45	6,782.42	7,121.54	7,477.62	7,851.50
		2,839.32	2,981.29	3,130.35	3,286.87	3,451.21	3,623.77
		35.49	37.27	39.13	41.09	43.14	45.30
Customer Service/Billing Technician II	10	75,667.86	79,451.24	83,423.81	87,595.00	91,974.73	96,573.48
		6,305.66	6,620.94	6,951.98	7,299.58	7,664.56	8,047.79
		2,910.30	3,055.82	3,208.61	3,369.04	3,537.49	3,714.36
		36.38	38.20	40.11	42.11	44.22	46.43
	11	77,559.54	81,437.51	85,509.40	89,784.86	94,274.11	98,987.82
		6,463.29	6,786.46	7,125.78	7,482.07	7,856.18	8,248.99
		2,983.06	3,132.21	3,288.82	3,453.26	3,625.93	3,807.22
		37.29	39.15	41.11	43.17	45.32	47.59
	12	79,498.54	83,473.48	87,647.14	92,029.52	96,630.98	101,462.52

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		6,624.88	6,956.12	7,303.93	7,669.13	8,052.58	8,455.21
		3,057.64	3,210.52	3,371.04	3,539.60	3,716.58	3,902.40
		38.22	40.13	42.14	44.24	46.46	48.78
	13	81,486.00	85,560.30	89,838.32	94,330.23	99,046.75	103,999.08
		6,790.50	7,130.03	7,486.53	7,860.85	8,253.90	8,666.59
		3,134.08	3,290.78	3,455.32	3,628.09	3,809.49	3,999.96
		39.18	41.13	43.19	45.35	47.62	50.00
Administrative Assistant	14	83,523.15	87,699.31	92,084.28	96,688.49	101,522.91	106,599.06
		6,960.26	7,308.28	7,673.69	8,057.37	8,460.24	8,883.26
		3,212.43	3,373.05	3,541.70	3,718.79	3,904.73	4,099.96
		40.16	42.16	44.27	46.48	48.81	51.25
Accounting Technician	15	85,611.22	89,891.80	94,386.36	99,105.68	104,060.99	109,264.04
Engineering Technician		7,134.27	7,490.98	7,865.53	8,258.81	8,671.75	9,105.34
Lead Customer Service/Billing Tech		3,292.74	3,457.38	3,630.24	3,811.76	4,002.35	4,202.46
System Operator I		41.16	43.22	45.38	47.65	50.03	52.53
Water Resources Technician I							
	16	87,751.50	92,139.09	96,746.04	101,583.33	106,662.50	111,995.62
		7,312.62	7,678.26	8,062.17	8,465.28	8,888.54	9,332.97
		3,375.06	3,543.81	3,721.00	3,907.05	4,102.40	4,307.52
		42.19	44.30	46.51	48.84	51.28	53.84
District Analyst I	17	89,945.32	94,442.55	99,164.69	104,122.91	109,329.06	114,795.51
		7,495.44	7,870.21	8,263.72	8,676.91	9,110.76	9,566.29
		3,459.44	3,632.41	3,814.03	4,004.73	4,204.96	4,415.21
		43.24	45.41	47.68	50.06	52.56	55.19
O&M Coordinator	18	92,193.92	96,803.64	101,643.80	106,726.01	112,062.31	117,665.41

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Cross-Connection Control Specialist		7,682.83	8,066.97	8,470.32	8,893.83	9,338.53	9,805.45
		3,545.92	3,723.22	3,909.38	4,104.85	4,310.09	4,525.59
		44.32	46.54	48.87	51.31	53.88	56.57
Water Resources Technician II	19	94,498.79	99,223.72	104,184.91	109,394.13	114,863.84	120,607.05
		7,874.90	8,268.64	8,682.08	9,116.18	9,571.99	10,050.59
		3,634.57	3,816.30	4,007.11	4,207.47	4,417.84	4,638.73
		45.43	47.70	50.09	52.59	55.22	57.98
Project Manager I	20	96,861.25	101,704.30	106,789.53	112,128.99	117,735.45	123,622.20
System Operator II		8,071.77	8,475.36	8,899.13	9,344.08	9,811.29	10,301.85
		3,725.43	3,911.70	4,107.29	4,312.65	4,528.29	4,754.70
		46.57	48.90	51.34	53.91	56.60	59.43
Accountant	21	99,282.79	104,246.92	109,459.27	114,932.21	120,678.83	126,712.77
Assistant Engineer		8,273.57	8,687.24	9,121.61	9,577.68	10,056.57	10,559.40
District Analyst II		3,818.57	4,009.50	4,209.97	4,420.47	4,641.49	4,873.57
Electrical/Mechanical Technician		47.73	50.12	52.62	55.26	58.02	60.92
	22	101,764.83	106,853.09	112,195.74	117,805.54	123,695.81	129,880.61
		8,480.40	8,904.42	9,349.65	9,817.13	10,307.98	10,823.38
		3,914.03	4,109.73	4,315.22	4,530.98	4,757.53	4,995.41
		48.93	51.37	53.94	56.64	59.47	62.44
Lead Operator	23	104,308.98	109,524.42	115,000.64	120,750.66	126,788.19	133,127.63
Water Conservation Specialist III		8,692.42	9,127.03	9,583.39	10,062.55	10,565.68	11,093.97
		4,011.88	4,212.48	4,423.10	4,644.26	4,876.47	5,120.29
		50.15	52.66	55.29	58.05	60.96	64.00
	24	106,916.68	112,262.51	117,875.66	123,769.44	129,957.92	136,455.80
		8,909.72	9,355.21	9,822.97	10,314.12	10,829.83	11,371.32

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		4,112.18	4,317.79	4,533.68	4,760.36	4,998.38	5,248.30
		51.40	53.97	56.67	59.50	62.48	65.60
District Analyst III	25	109,589.60	115,069.09	120,822.54	126,863.65	133,206.84	139,867.19
Senior Accountant		9,132.47	9,589.09	10,068.55	10,571.97	11,100.57	11,655.60
		4,214.98	4,425.73	4,647.02	4,879.37	5,123.34	5,379.51
		52.69	55.32	58.09	60.99	64.04	67.24
Project Manager II	26	112,329.34	117,945.82	123,843.10	130,035.26	136,537.02	143,363.88
		9,360.78	9,828.82	10,320.26	10,836.27	11,378.09	11,946.99
		4,320.36	4,536.38	4,763.20	5,001.36	5,251.42	5,514.00
		54.00	56.70	59.54	62.52	65.64	68.92
	27	115,137.59	120,894.47	126,939.20	133,286.13	139,950.45	146,947.96
		9,594.80	10,074.54	10,578.27	11,107.18	11,662.54	12,245.66
		4,428.37	4,649.79	4,882.28	5,126.39	5,382.71	5,651.84
		55.35	58.12	61.03	64.08	67.28	70.65
	28	118,016.04	123,916.83	130,112.67	136,618.31	143,449.22	150,621.68
		9,834.67	10,326.40	10,842.72	11,384.86	11,954.10	12,551.81
		4,539.08	4,766.03	5,004.33	5,254.55	5,517.28	5,793.14
		56.74	59.58	62.55	65.68	68.97	72.41
Laboratory Supervisor	29	120,966.41	127,014.76	133,365.48	140,033.77	147,035.45	154,387.21
		10,080.53	10,584.56	11,113.79	11,669.48	12,252.95	12,865.60
		4,652.55	4,885.18	5,129.44	5,385.91	5,655.21	5,937.97
		58.16	61.06	64.12	67.32	70.69	74.22
O&M Supervisor	30	123,990.59	130,190.11	136,699.62	143,534.60	150,711.31	158,246.92
		10,332.55	10,849.18	11,391.63	11,961.22	12,559.28	13,187.24
		4,768.87	5,007.31	5,257.68	5,520.56	5,796.59	6,086.42

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		59.61	62.59	65.72	69.01	72.46	76.08
	31	127,090.35	133,444.88	140,117.12	147,122.98	154,479.10	162,203.08
		10,590.86	11,120.41	11,676.43	12,260.25	12,873.26	13,516.92
		4,888.09	5,132.50	5,389.12	5,658.58	5,941.50	6,238.58
		61.10	64.16	67.36	70.73	74.27	77.98
	32	130,267.61	136,780.99	143,620.03	150,801.02	158,341.08	166,258.16
		10,855.63	11,398.42	11,968.34	12,566.75	13,195.09	13,854.85
		5,010.29	5,260.81	5,523.85	5,800.04	6,090.04	6,394.54
		62.63	65.76	69.05	72.50	76.13	79.93
	33	133,524.31	140,200.51	147,210.54	154,571.06	162,299.61	170,414.61
		11,127.03	11,683.38	12,267.55	12,880.92	13,524.97	14,201.22
		5,135.55	5,392.33	5,661.94	5,945.04	6,242.29	6,554.41
		64.19	67.40	70.77	74.31	78.03	81.93
	34	136,862.40	143,705.52	150,890.81	158,435.35	166,357.13	174,674.97
		11,405.20	11,975.46	12,574.23	13,202.95	13,863.09	14,556.25
		5,263.94	5,527.14	5,803.49	6,093.67	6,398.35	6,718.27
		65.80	69.09	72.54	76.17	79.98	83.98

Teamsters Unit (Management & Confidential)

Classification and Salary Schedule for FY 2026/2027

Percentage between Ranges = 2.5%

Percentage between Steps = 5.0%

Effective July 1, 2026

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	T20	107,462.68	112,835.78	118,477.57	124,401.45	130,621.52	137,152.60
		8,955.22	9,402.98	9,873.13	10,366.79	10,885.13	11,429.38
		4,133.18	4,339.84	4,556.83	4,784.67	5,023.90	5,275.10
		51.66	54.25	56.96	59.81	62.80	65.94
	T21	110,149.21	115,656.69	121,439.53	127,511.49	133,887.06	140,581.42
		9,179.10	9,638.06	10,119.96	10,625.96	11,157.26	11,715.12
		4,236.51	4,448.33	4,670.75	4,904.29	5,149.50	5,406.98
		52.96	55.60	58.38	61.30	64.37	67.59
	T22	112,902.96	118,548.08	124,475.52	130,699.28	137,234.26	144,095.95
		9,408.58	9,879.01	10,372.96	10,891.61	11,436.19	12,008.00
		4,342.42	4,559.54	4,787.52	5,026.90	5,278.24	5,542.15
		54.28	56.99	59.84	62.84	65.98	69.28
Executive Assistant to GM/Board Clerk	T23	115,725.54	121,511.81	127,587.41	133,966.75	140,665.10	147,698.35
		9,643.80	10,125.98	10,632.28	11,163.90	11,722.09	12,308.20
		4,450.98	4,673.53	4,907.21	5,152.57	5,410.20	5,680.71
		55.64	58.42	61.34	64.41	67.63	71.01
	T24	118,618.66	124,549.61	130,777.07	137,315.94	144,181.75	151,390.80
		9,884.89	10,379.13	10,898.09	11,443.00	12,015.15	12,615.90
		4,562.26	4,790.37	5,029.89	5,281.38	5,545.45	5,822.72
		57.03	59.88	62.87	66.02	69.32	72.78
	T25	121,584.13	127,663.33	134,046.52	140,748.84	147,786.27	155,175.57
		10,132.01	10,638.61	11,170.54	11,729.07	12,315.52	12,931.30
		4,676.31	4,910.13	5,155.64	5,413.42	5,684.09	5,968.29

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		58.45	61.38	64.45	67.67	71.05	74.60
	T26	124,623.74	130,854.92	137,397.67	144,267.55	151,480.95	159,054.98
		10,385.31	10,904.58	11,449.81	12,022.30	12,623.41	13,254.58
		4,793.22	5,032.88	5,284.53	5,548.75	5,826.19	6,117.50
		59.92	62.91	66.06	69.36	72.83	76.47
Customer Service Administrator	T27	127,739.33	134,126.30	140,832.60	147,874.25	155,267.94	163,031.36
		10,644.94	11,177.19	11,736.05	12,322.85	12,939.00	13,585.95
		4,913.05	5,158.70	5,416.64	5,687.47	5,971.84	6,270.44
		61.41	64.48	67.71	71.09	74.65	78.38
	T28	130,932.82	137,479.47	144,353.41	151,571.10	159,149.64	167,107.14
		10,911.07	11,456.62	12,029.45	12,630.92	13,262.47	13,925.59
		5,035.88	5,287.67	5,552.05	5,829.66	6,121.14	6,427.20
		62.95	66.10	69.40	72.87	76.51	80.34
Associate Engineer	T29	134,206.13	140,916.44	147,962.28	155,360.38	163,128.39	171,284.82
IT Administrator		11,183.84	11,743.04	12,330.19	12,946.70	13,594.03	14,273.73
		5,161.77	5,419.86	5,690.86	5,975.40	6,274.17	6,587.88
		64.52	67.75	71.14	74.69	78.43	82.35
	T30	137,561.28	144,439.34	151,661.31	159,244.38	167,206.60	175,566.91
		11,463.44	12,036.61	12,638.44	13,270.37	13,933.88	14,630.58
		5,290.82	5,555.36	5,833.13	6,124.78	6,431.02	6,752.57
		66.14	69.44	72.91	76.56	80.39	84.41
Senior Project Manager	T31	141,000.33	148,050.32	155,452.84	163,225.50	171,386.76	179,956.11
		11,750.03	12,337.53	12,954.40	13,602.13	14,282.23	14,996.34
		5,423.09	5,694.24	5,978.96	6,277.90	6,591.80	6,921.39
		67.79	71.18	74.74	78.47	82.40	86.52

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Controller Senior Civil Engineer	T32	144,525.33	151,751.58	159,339.17	167,306.15	175,671.43	184,455.00
		12,043.78	12,645.96	13,278.26	13,942.18	14,639.29	15,371.25
		5,558.67	5,836.60	6,128.43	6,434.85	6,756.59	7,094.42
		69.48	72.96	76.61	80.44	84.46	88.68
	T33	148,138.45	155,545.37	163,322.64	171,488.78	180,063.23	189,066.38
		12,344.87	12,962.11	13,610.22	14,290.73	15,005.27	15,755.53
		5,697.63	5,982.51	6,281.64	6,595.72	6,925.51	7,271.78
		71.22	74.78	78.52	82.45	86.57	90.90
	T34	151,841.93	159,434.04	167,405.72	175,776.00	184,564.81	193,793.06
		12,653.49	13,286.17	13,950.48	14,648.00	15,380.40	16,149.42
		5,840.07	6,132.08	6,438.68	6,760.62	7,098.65	7,453.58
		73.00	76.65	80.48	84.51	88.73	93.17
	T35	155,637.98	163,419.86	171,590.85	180,170.39	189,178.93	198,637.88
		12,969.83	13,618.32	14,299.24	15,014.20	15,764.91	16,553.16
		5,986.08	6,285.38	6,599.65	6,929.63	7,276.11	7,639.92
		74.83	78.57	82.50	86.62	90.95	95.50
	T36	159,528.93	167,505.37	175,880.62	184,674.65	193,908.42	203,603.80
		13,294.08	13,958.78	14,656.72	15,389.55	16,159.03	16,966.98
		6,135.73	6,442.51	6,764.64	7,102.87	7,458.02	7,830.92
		76.70	80.53	84.56	88.79	93.23	97.89
	T37	163,517.16	171,693.00	180,277.64	189,291.54	198,756.13	208,693.91
		13,626.43	14,307.75	15,023.14	15,774.30	16,563.01	17,391.16
		6,289.12	6,603.58	6,933.76	7,280.44	7,644.47	8,026.69
		78.61	82.54	86.67	91.01	95.56	100.33

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
O&M Manager	T38	167,605.09	175,985.33	184,784.60	194,023.81	203,725.02	213,911.26
Water Resources Manager		13,967.09	14,665.44	15,398.72	16,168.65	16,977.08	17,825.94
		6,446.35	6,768.67	7,107.10	7,462.45	7,835.58	8,227.36
		80.58	84.61	88.84	93.28	97.94	102.84
	T39	171,795.19	180,384.96	189,404.22	198,874.42	208,818.13	219,259.04
		14,316.27	15,032.08	15,783.68	16,572.87	17,401.51	18,271.59
		6,607.51	6,937.88	7,284.78	7,649.02	8,031.47	8,433.04
		82.59	86.72	91.06	95.61	100.39	105.41
	T40	176,090.10	184,894.59	194,139.30	203,846.28	214,038.59	224,740.55
		14,674.17	15,407.88	16,178.27	16,987.19	17,836.55	18,728.38
		6,772.70	7,111.33	7,466.90	7,840.24	8,232.25	8,643.87
		84.66	88.89	93.34	98.00	102.90	108.05
	T41	180,492.33	189,516.95	198,992.79	208,942.45	219,389.56	230,359.04
		15,041.03	15,793.08	16,582.73	17,411.87	18,282.46	19,196.59
		6,942.01	7,289.11	7,653.57	8,036.25	8,438.06	8,859.96
		86.78	91.11	95.67	100.45	105.48	110.75
	T42	185,004.62	194,254.88	203,967.61	214,165.99	224,874.27	236,118.00
		15,417.05	16,187.91	16,997.30	17,847.17	18,739.52	19,676.50
		7,115.56	7,471.34	7,844.91	8,237.15	8,649.01	9,081.46
		88.94	93.39	98.06	102.96	108.11	113.52
	T43	189,629.75	199,111.22	209,066.79	219,520.14	230,496.16	242,020.96
		15,802.48	16,592.60	17,422.23	18,293.35	19,208.01	20,168.41
		7,293.45	7,658.12	8,041.03	8,443.08	8,865.24	9,308.50
		91.17	95.73	100.51	105.54	110.82	116.36

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Director of Administrative Services	T44	194,370.49	204,089.02	214,293.48	225,008.14	236,258.57	248,071.49
District Engineer		16,197.54	17,007.42	17,857.79	18,750.68	19,688.21	20,672.62
		7,475.79	7,849.58	8,242.06	8,654.16	9,086.87	9,541.21
		93.45	98.12	103.03	108.18	113.59	119.27

Unrepresented (Exempt) Management

Classification and Salary Schedule for FY 2026/2027

Percentage between Ranges = 2.5%

Percentage between Steps = 5.0%

Effective July 1, 2026

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	U30	137,560.92	144,438.96	151,660.91	159,243.97	167,206.17	175,566.48
		11,463.41	12,036.58	12,638.41	13,270.33	13,933.85	14,630.54
		5,290.80	5,555.34	5,833.11	6,124.77	6,431.01	6,752.56
		66.14	69.44	72.91	76.56	80.39	84.41
	U31	140,999.93	148,049.93	155,452.42	163,225.05	171,386.30	179,955.61
		11,749.99	12,337.49	12,954.37	13,602.09	14,282.19	14,996.30
		5,423.07	5,694.23	5,978.94	6,277.89	6,591.78	6,921.37
		67.79	71.18	74.74	78.47	82.40	86.52
HR/Risk Administrator	U32	144,524.95	151,751.20	159,338.77	167,305.72	175,671.00	184,454.55
		12,043.75	12,645.93	13,278.23	13,942.14	14,639.25	15,371.21
		5,558.65	5,836.58	6,128.41	6,434.84	6,756.58	7,094.41
		69.48	72.96	76.61	80.44	84.46	88.68
	U33	148,138.06	155,544.96	163,322.20	171,488.30	180,062.73	189,065.86
		12,344.84	12,962.08	13,610.18	14,290.69	15,005.23	15,755.49
		5,697.62	5,982.50	6,281.62	6,595.70	6,925.49	7,271.76
		71.22	74.78	78.52	82.45	86.57	90.90
	U34	151,841.54	159,433.62	167,405.31	175,775.58	184,564.35	193,792.56
		12,653.46	13,286.14	13,950.44	14,647.96	15,380.36	16,149.38
		5,840.06	6,132.06	6,438.67	6,760.60	7,098.63	7,453.56
		73.00	76.65	80.48	84.51	88.73	93.17

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	U35	155,637.58	163,419.46	171,590.43	180,169.95	189,178.45	198,637.38
		12,969.80	13,618.29	14,299.20	15,014.16	15,764.87	16,553.11
		5,986.06	6,285.36	6,599.63	6,929.61	7,276.09	7,639.90
		74.83	78.57	82.50	86.62	90.95	95.50
	U36	159,528.51	167,504.94	175,880.18	184,674.19	193,907.90	203,603.30
		13,294.04	13,958.74	14,656.68	15,389.52	16,158.99	16,966.94
		6,135.71	6,442.50	6,764.62	7,102.85	7,458.00	7,830.90
		76.70	80.53	84.56	88.79	93.22	97.89
	U37	163,516.70	171,692.54	180,277.16	189,291.02	198,755.59	208,693.37
		13,626.39	14,307.71	15,023.10	15,774.25	16,562.97	17,391.11
		6,289.10	6,603.56	6,933.74	7,280.42	7,644.45	8,026.67
		78.61	82.54	86.67	91.01	95.56	100.33
	U38	167,604.65	175,984.89	184,784.14	194,023.36	203,724.52	213,910.74
		13,967.05	14,665.41	15,398.68	16,168.61	16,977.04	17,825.89
		6,446.33	6,768.65	7,107.08	7,462.44	7,835.56	8,227.34
		80.58	84.61	88.84	93.28	97.94	102.84
	U39	171,794.77	180,384.51	189,403.74	198,873.92	208,817.61	219,258.48
		14,316.23	15,032.04	15,783.64	16,572.83	17,401.47	18,271.54
		6,607.49	6,937.87	7,284.76	7,649.00	8,031.45	8,433.02
		82.59	86.72	91.06	95.61	100.39	105.41
	U40	176,089.64	184,894.11	194,138.82	203,845.76	214,038.05	224,739.96
		14,674.14	15,407.84	16,178.23	16,987.15	17,836.50	18,728.33
		6,772.68	7,111.31	7,466.88	7,840.22	8,232.23	8,643.84
		84.66	88.89	93.34	98.00	102.90	108.05
	U41	180,491.88	189,516.48	198,992.29	208,941.91	219,389.00	230,358.44

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		15,040.99	15,793.04	16,582.69	17,411.83	18,282.42	19,196.54
		6,942.00	7,289.10	7,653.55	8,036.23	8,438.04	8,859.94
		86.77	91.11	95.67	100.45	105.48	110.75
	U42	185,004.16	194,254.38	203,967.11	214,165.47	224,873.75	236,117.44
		15,417.01	16,187.87	16,997.26	17,847.12	18,739.48	19,676.45
		7,115.54	7,471.32	7,844.89	8,237.13	8,648.99	9,081.44
		88.94	93.39	98.06	102.96	108.11	113.52
	U43	189,629.27	199,110.75	209,066.29	219,519.60	230,495.57	242,020.36
		15,802.44	16,592.56	17,422.19	18,293.30	19,207.96	20,168.36
		7,293.43	7,658.11	8,041.01	8,443.06	8,865.21	9,308.48
		91.17	95.73	100.51	105.54	110.82	116.36
	U44	194,369.99	204,088.50	214,292.92	225,007.56	236,257.94	248,070.85
		16,197.50	17,007.37	17,857.74	18,750.63	19,688.16	20,672.57
		7,475.77	7,849.56	8,242.04	8,654.14	9,086.84	9,541.19
		93.45	98.12	103.03	108.18	113.59	119.26
	U45	199,229.26	209,190.74	219,650.27	230,632.77	242,164.42	254,272.64
		16,602.44	17,432.56	18,304.19	19,219.40	20,180.37	21,189.39
		7,662.66	8,045.80	8,448.09	8,870.49	9,314.02	9,779.72
		95.78	100.57	105.60	110.88	116.43	122.25
	U46	204,209.97	214,420.46	225,141.49	236,398.57	248,218.51	260,629.43
		17,017.50	17,868.37	18,761.79	19,699.88	20,684.88	21,719.12
		7,854.23	8,246.94	8,659.29	9,092.25	9,546.87	10,024.21
		98.18	103.09	108.24	113.65	119.34	125.30
	U47	209,315.25	219,781.02	230,770.07	242,308.58	254,424.02	267,145.22
		17,442.94	18,315.08	19,230.84	20,192.38	21,202.00	22,262.10

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		8,050.59	8,453.12	8,875.77	9,319.56	9,785.54	10,274.82
		100.63	105.66	110.95	116.49	122.32	128.44
	U48	214,548.11	225,275.52	236,539.31	248,366.27	260,784.58	273,823.80
		17,879.01	18,772.96	19,711.61	20,697.19	21,732.05	22,818.65
		8,251.85	8,664.44	9,097.67	9,552.55	10,030.18	10,531.68
		103.15	108.31	113.72	119.41	125.38	131.65
Deputy GM/DE	U49	219,911.83	230,907.41	242,452.79	254,575.42	267,304.19	280,669.40
		18,325.99	19,242.28	20,204.40	21,214.62	22,275.35	23,389.12
District Legal Counsel		8,458.15	8,881.05	9,325.11	9,791.36	10,280.93	10,794.98
		105.73	111.01	116.56	122.39	128.51	134.94
	U50	225,409.62	236,680.10	248,514.12	260,939.83	273,986.81	287,686.15
		18,784.14	19,723.34	20,709.51	21,744.99	22,832.23	23,973.85
		8,669.60	9,103.08	9,558.24	10,036.15	10,537.95	11,064.85
		108.37	113.79	119.48	125.45	131.72	138.31
	U51	231,044.86	242,597.10	254,726.95	267,463.29	280,836.46	294,878.29
		19,253.74	20,216.42	21,227.25	22,288.61	23,403.04	24,573.19
		8,886.34	9,330.66	9,797.19	10,287.05	10,801.40	11,341.47
		111.08	116.63	122.46	128.59	135.02	141.77

Attachment C – Sample Professional Services Agreement

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

Funding (insert cost center line item(s) e.g. 01-05-040-027)

Task No. (insert Task No. created by finance e.g. PSAxWD-4001EN)

THIS AGREEMENT, made and entered into this _____, by and between Marina Coast Water District, 920 2nd Avenue, Suite A, 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 DISTRICT 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 25th of the month for invoices and itemized statements submitted by the first day of the same month. Payments are due upon receipt of a statement or invoice prepared in a manner acceptable to DISTRICT and approved by DISTRICT.

ARTICLE VIII: RECORDS

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

ARTICLE IX: TITLE TO DOCUMENTS

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

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

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

ARTICLE X: KEY PERSONNEL

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

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

ARTICLE XI: ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE XII: INSURANCE AND LIABILITY

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

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

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

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

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

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

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

Article XIII - Suspension of Work

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

ARTICLE XIV: TERMINATION

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

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

ARTICLE XV: NOTICE

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

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

TO: _____

Attention: _____

[Consultant Name & Address]

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

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

ARTICLE XVII: DISPUTES

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

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

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

Marina Coast Water District

(CONSULTANT)

Remleh Scherzinger
General Manager

[Type name and title]

Appendix A

Appendix A includes:

Scope of Work
Fee Schedule

Contract No. _____

PURSUANT TO SECTION VII B: This is a Time and Expense Reimbursable Basis with a total not-to-exceed amount of \$ _____. (THIS VERBIAGE MUST BE AT THE TOP OF THIS PAGE FOLLOWED BY THE VENDOR'S QUOTE/PROPOSAL COPY AND PASTED IN THE SPACE BELOW)

Appendix B
Insurance Requirements

INDEMNIFICATION AGREEMENTS

INSURANCE REQUIREMENTS

AGREEMENTS

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

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

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

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

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

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

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

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

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Marina Coast Water District
920 2nd Avenue, Suite A
Marina, CA 93933
Attn: Engineering Department

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

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

Appendix C

Appendix C includes:

Release of Liens and Claims (CONSULTANT)

Release of Liens and Claims (Subconsultants and Subcontractors)

CONSULTANT'S RELEASE OF LIENS AND CLAIMS

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

(the "Facilities"); and,

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

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

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

(SEAL)

CONSULTANT

Dated: _____

By: _____

Title: _____

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

Dated: _____

Duly Authorized

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

[illegible]

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 PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

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

WHEREAS, the undersigned, has installed or performed or furnished labor, services, materials, and/or equipment for the installation of the Project entitled _____, (the "Project"), installed pursuant to a written agreement dated _____, 20____, 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 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)

(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.

[illegible]

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 PERJURY 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.

DISTRICT 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]

DISTRICT
Marina Coast Water District

By _____

By _____

Title _____

Title: General Manager

Date _____

Date _____

Attachment D – Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT (NDA)

Marina Coast Water District (MCWD)

Classification and Compensation Study

This Non-Disclosure Agreement ("Agreement" or "NDA") is entered into as of _____, 20____ ("Effective Date"), by and between the Marina Coast Water District, a California public agency ("District" or "MCWD"), and _____ ("Recipient," "Consultant," or "Contractor").

The District and Recipient may each be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The purpose of this Agreement is to permit the Recipient to receive, access, review, process, or otherwise use certain confidential or non-public District information solely for purposes related to the performance of the District's Classification and Compensation Study.

In performing the study, the Recipient may receive employee, salary, classification, organizational, personnel-related, questionnaire, interview, and other non-public information. The Recipient agrees to protect such information and use it only as necessary to perform services authorized by the District.

2. CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" includes information disclosed or made available by the District in written, electronic, verbal, visual, or other form, whether or not marked confidential, including but not limited to:

- Employee names and contact information;
 - Employee identification and personnel-related information;
 - Individual salary or payroll information not otherwise publicly available;
 - Classification and position information not otherwise publicly available;
 - Employee questionnaires and survey responses;
 - Employee, supervisor, and management interview responses or notes;
 - Job audit information;
 - Draft classification findings and recommendations;
 - Draft salary analyses and recommendations;
 - Internal equity, salary compaction, and salary relationship analyses;
 - Labor relations or bargaining-unit information not otherwise publicly available;
 - Internal working documents and draft reports; and
 - Other information protected from disclosure by applicable law.
- Confidential Information includes copies, summaries, extracts, analyses, working papers, and other materials containing or derived from District Confidential Information.

3. EXCLUSIONS

Confidential Information shall not include information that:

- Is or becomes publicly available through no fault of the Recipient;
- Was lawfully known by the Recipient before disclosure by the District;
- Is lawfully obtained from a third party without breach of a confidentiality obligation;
- Is independently developed without use of District Confidential Information; or
- Is required to be disclosed by law, court order, subpoena, or governmental authority.
- If disclosure is legally required, the Recipient shall provide prompt written notice to the District before disclosure, unless prohibited by law.

4. RECIPIENT OBLIGATIONS

The Recipient shall:

Requirement	Obligation
Use	Use Confidential Information solely for performance of the Classification and Compensation Study.
Access	Limit access to employees, agents, or approved subcontractors who require the information to perform the study.
Protection	Maintain reasonable administrative, technical, and physical safeguards appropriate to the sensitivity of the information.
Storage and Transmission	Use reasonable and secure methods when storing or transmitting Confidential Information.
Personnel	Ensure personnel with access to Confidential Information understand and comply with applicable confidentiality obligations.
Subcontractors	Obtain District authorization before disclosing Confidential Information to a subcontractor and require approved subcontractors to comply with equivalent confidentiality requirements.

The Recipient shall exercise at least the same degree of care used to protect its own confidential information of similar sensitivity, but no less than reasonable care.

5. EMPLOYEE INFORMATION AND STUDY RESPONSES

Information obtained from District employees, supervisors, or managers through questionnaires, interviews, job audits, or other study activities shall be used solely for purposes of performing the Classification and Compensation Study.

The Recipient shall take reasonable measures to protect individual employee responses and shall not unnecessarily identify or attribute comments or responses to individual employees in reports, presentations, or other deliverables.

Nothing in this section prevents the Recipient from discussing information with appropriate District representatives when reasonably necessary to verify job duties, responsibilities, reporting relationships, classifications, or other information required to complete the study.

6. PROHIBITED USES

The Recipient shall not:

- Sell, share, distribute, or disclose Confidential Information for any unauthorized purpose;
- Use District information for marketing, solicitation, unrelated research, or other business activities unrelated to the study;
- Use Confidential Information obtained through this project for services performed for another client;
- Retain Confidential Information longer than necessary to perform the study or satisfy applicable legal requirements; or
- Disclose Confidential Information to third parties except as authorized by the District or required by law.
- Artificial Intelligence
- The Recipient shall not upload, submit, or disclose Confidential Information to a publicly accessible generative artificial intelligence service without prior written authorization from the District.
- The Recipient shall not use District Confidential Information to train or develop a public or commercial artificial intelligence model.
- Any proposed use of artificial intelligence involving Confidential Information shall require prior written approval from the District.

7. UNAUTHORIZED ACCESS OR DISCLOSURE

The Recipient shall notify the District immediately, and no later than twenty-four (24) hours after discovery, of any known or suspected:

Unauthorized access to Confidential Information;

Unauthorized disclosure of Confidential Information;

Loss of Confidential Information; or

Other incident that may compromise Confidential Information.

The Recipient shall provide information reasonably available concerning the incident and cooperate with the District in investigating, containing, and addressing the matter.

8. PRIVACY AND LEGAL COMPLIANCE

The Recipient shall comply with applicable federal, state, and local laws governing privacy, confidentiality, employment information, public records, and protection of personal information.

District employee and personnel-related information shall be used only to the extent reasonably necessary to perform the authorized scope of work.

9. RETURN OR DESTRUCTION OF INFORMATION

Upon completion or termination of the project, or upon written request by the District, the Recipient shall return or securely destroy District Confidential Information within thirty (30) calendar days unless retention is required by law or otherwise authorized by the District.

Upon request, the Recipient shall certify in writing that the information has been returned or destroyed.

10. PUBLIC RECORDS

The Recipient acknowledges that the District is subject to the California Public Records Act ("CPRA").

Nothing in this Agreement shall prevent the District from disclosing records when required by law.

Designation or marking of information as confidential does not, by itself, exempt information from disclosure under applicable law.

11. OWNERSHIP AND PROJECT INFORMATION

District information provided to the Recipient remains the property of the District.

Ownership and use of reports, analyses, updated job descriptions, survey results, spreadsheets, and other project deliverables shall be governed by the Professional Services Agreement between the Parties.

12. INJUNCTIVE RELIEF

The Recipient acknowledges that unauthorized disclosure or misuse of Confidential Information may cause harm to the District.

The District may seek injunctive relief, damages, or other remedies available under applicable law.

13. INDEMNIFICATION

The Recipient shall defend, indemnify, and hold harmless the District, its Board members, officers, employees, agents, and representatives from claims, damages, liabilities, penalties, fines, reasonable attorney's fees, or losses arising from the Recipient's unauthorized disclosure or misuse of Confidential Information, negligence, misconduct, or violation of applicable law, subject to the terms of the Professional Services Agreement.

14. TERM

This Agreement shall remain in effect throughout the Recipient's performance of services for the District.

The confidentiality and use restrictions contained in this Agreement shall survive completion or termination of the project for five (5) years, or longer where required by applicable law.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

Venue for any legal action arising from this Agreement shall be Monterey County, California.

16. RELATIONSHIP TO PROFESSIONAL SERVICES AGREEMENT

This NDA supplements the Professional Services Agreement between the District and the Recipient.

If a provision of this NDA conflicts with the Professional Services Agreement, the Professional Services Agreement shall control unless otherwise agreed to in writing by the Parties.

17. ENTIRE AGREEMENT

This Agreement constitutes the Parties' understanding regarding confidentiality and protection of District information provided or obtained in connection with the Classification and Compensation Study.

Any amendment shall be in writing and signed by authorized representatives of both Parties.

SIGNATURES	
MARINA COAST WATER DISTRICT	RECIPIENT / CONTRACTOR Company Name:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: