



# MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

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

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## DIRECTORS

THOMAS P. MOORE  
*President*

JAN SHRINER  
*Vice President*

HERBERT CORTEZ  
PETER LE  
MATT ZEFFERMAN

## Agenda

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

### Dual Locations

Marina Council Chambers  
211 Hillcrest Avenue, Marina, California  
and  
Hauts de Sophia  
6 Chemins des Fremonts  
Trouvilles sur Mer, 14360, France

Monday, September 16, 2019, 6:30 p.m. PST

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

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

**1. Call to Order**

**2. Roll Call**

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

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

#### 4. Closed Session

##### A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

- 1) In the Matter of the Application of California-American Water Company (U210W) for Approval of the Monterey Peninsula Water Supply Project and Authorization to Recover All Present and Future Costs in Rates, California Public Utilities Commission Application (“A.”) 12-04-019
- 2) In the Matter of the Application of California-American Water Company (U 210 W) for an Order (1) Approving a Settlement Agreement with the County of Monterey and the Monterey County Water Resources Agency to Settle and Resolve Claims and Issues Between the Parties and to Promote the Development, Construction and Operation of a Water Supply Project for Monterey County on an Expedited Basis, and (2) Authorizing the Transfer of Authorized Costs Related to the Settlement Agreement to Its Special Request 1 Surcharge Balancing Account, California Public Utilities Commission Application (“A.”) 13-05-017, and related California Supreme Court petition for writ of review.
- 3) City of Marina and Marina Coast Water District, Petitioners v. Public Utilities Commission of the State of California, Respondent (California-American Water Company, et al., Real Parties in Interest), Petitions for Writ of Review, California Supreme Court Case No. S253585
- 4) Marina Coast Water District vs California-American Water Company, Monterey County Water Resources Agency; and, California-American Water Company, Monterey County Water Resources Agency vs Marina Coast Water District, San Francisco Superior Court Case Nos. CGC-15-547125, CGC-15-546632 (Complaint for Damages, Breach of Warranties, etc.)
- 5) Marina Coast Water District v, California Coastal Commission (California-American Water Company, Real Party in Interest), Santa Cruz County Superior Court Case No. 15CV00267, Sixth Appellate District Court of Appeals Case No. H045468
- 6) Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)
- 7) Marina Coast Water District, and Does 1-100 v, County of Monterey, County of Monterey Health Department Environmental Health Bureau, and Does 101-110, Monterey County Superior Court Case No. 18CV000816 (Petition for Writ of Mandate and Complaint for Injunctive Relief)

- 8) Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Party in Interest), Monterey County Superior Court Case No. 19CV003305 (Petition for Writ of Mandate and Complaint for Injunctive Relief)

- B. Pursuant to Government Code 54956.9(d)(4)  
Conference with Legal Counsel – Anticipated Litigation  
Initiation of Litigation – Two Potential Cases

## **7:00 p.m. Reconvene Open Session**

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

## **6. Pledge of Allegiance**

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

## **8. Presentations**

- A. [Consider Adoption of Resolution No. 2019-59 in Recognition of Barbara Montanti, Customer Service Supervisor, for 20 Years of Service to the Marina Coast Water District](#)
- B. [Consider Adoption of Resolution No. 2019-60 in Recognition of Tony Kelsey, System Operator II, for 40 Years of Service to the Marina Coast Water District](#)

## **9. Consent Calendar**

- A. [Receive and File the Check Register for the Month of August 2019](#)
- B. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of August 19, 2019](#)
- C. [Consider Adoption of Resolution 2019-61 to Authorize a Notice of Completion for the Regional Urban Water Augmentation Project Recycled Water Pipeline and Blackhorse Recycled Water Reservoir to be filed with the Monterey County Recorder](#)
- D. [Consider Adoption of Resolution No. 2019-62 for the Purchase of Eight New Standby Generators and Six New Automatic Transfer Switches from Quinn Cat](#)
- E. [Consider Adoption of Resolution No. 2019-63 to Approve an Updated District Debt Management Policy](#)

- F. [Consider Adoption of Resolution No. 2019-64 to Approve the Addition of a Social Media Policy to the Board Procedures Manual](#)
- G. [Consider Voting for the Association of California Water Agencies Region 5 Board Slate Recommended by the Nominating Committee](#)

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

- A. [Consider Adoption of Resolution No. 2019-65 to Approve Amendment No. 4 to the Professional Services Agreement with Akel Engineering Group, Inc. for the Master Plans and Capacity Fees Study for Sewer, Water and Recycled Water](#)  
*Action: The Board of Directors will consider approving Amendment No. 4 to the Professional Services Agreement with Akel Engineering Group, Inc. for the Master Plans and Capacity Fees Study for Sewer, Water and Recycled Water.*
- B. [Consider Adoption of Resolution Nos. 2019-66, 2019-67, and 2019-68 to: Award a Construction Management Professional Services Agreement to Harris and Associates; Amend an Engineering Professional Services Agreement with Carollo Engineers; and Amend an Environmental Professional Services Agreement with Denise Duffy & Associates; all three toward the Construction Phase of the Regional Urban Water Augmentation Project Distribution Pipelines Phase](#)  
*Action: The Board of Directors will consider awarding a Construction Management Professional Services Agreement to Harris and Associates; amend an Engineering Professional Services Agreement with Carollo Engineers; and amend an Environmental Professional Services Agreement with Denise Duffy & Associates; all three toward the construction phase of the Regional Urban Water Augmentation Project Distribution Pipelines Phase.*
- C. [Consider Adoption of Resolution No. 2019-69 to Award an Engineering Professional Services Agreement to Whitson Engineers toward Design of the South Boundary Road Water Line Project](#)  
*Action: The Board of Directors will consider awarding an Engineering Professional Services Agreement to Whitson Engineers toward design of the South Boundary Road Water Line Project.*
- D. [Consider Adoption of Resolution No. 2019-70 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement and Reimbursement Agreement between the Marina Coast Water District and the Marina Developers, Inc. for the Sea Haven Phase 3A Development Project](#)  
*Action: The Board of Directors will consider accepting improvements installed under an Infrastructure Agreement and Reimbursement Agreement the Marina Developers for the Sea Haven Development Phase 3A.*

E. [Consider Adoption of Resolution No. 2019-71 to Approve a Contract with Morgan Stanley to Serve as Underwriter for the District's Upcoming Issuance of Revenue Bonds](#)

*Action: The Board of Directors will consider approving a contract with Morgan Stanley for underwriting services.*

F. [Consider Adopting Resolution No. 2019-72 to Approve One Additional Engineering Technician Position Within the Engineering Department](#)

*Action: The Board of Directors will consider approving an additional position for the Engineering department.*

**11. Staff Reports**

A. [Receive an Update on the Ord Lift Station and Force Main Project](#)

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

A. General Manager's Report

B. Counsel's Report

C. Committee and Board Liaison Reports

- |                                   |   |
|-----------------------------------|---|
| 1. Water Conservation Commission  | 7. LAFCO Liaison                        |
| 2. Joint City-District Committee  | 8. FORA                                 |
| 3. Executive Committee            | 9. WWOC Report                          |
| 4. Community Outreach Committee   | 10. JPIA Liaison                        |
| 5. Budget and Personnel Committee | 11. Special Districts Association       |
| 6. M1W Board Member Liaison       | 12. SVBGSA Liaison (Steering Committee) |

**13. Correspondence**

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

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

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

*Regular Meeting: Monday, October 21, 2019, 6:30 p.m.,  
Marina Council Chambers, 211 Hillcrest Avenue, Marina*

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 8-A

Meeting Date: September 16, 2019

Submitted By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-59 in Recognition of Barbara Montanti, Customer Service/Billing Supervisor, for 20 Years of Service to the Marina Coast Water District

Staff Recommendation: The Board of Directors consider adoption of Resolution No. 2019-59 recognizing Barbara Montanti, Customer Service/Billing Supervisor and awarding a gift certificate for 20 years of service to the Marina Coast Water District.

*Background: 5-Year Strategic Plan, Strategic Element No. 5.0 – Our objective is to recruit and retain highly qualified, diverse and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service. Our strategy is to utilize sound policies and personnel practices, offer competitive compensation and benefits, and provide opportunities for training, development, and professional growth while ensuring a safe and secure workplace.*

Discussion/Analysis: Barbara Montanti joined the District on August 26, 1999 as Customer Service Assistant. In December 2011, Barbara fulfilled the requirements and was promoted to Customer Service Representative II. On October 4, 2016, Barbara was promoted to Customer Service/Billing Supervisor.

For nearly three years, Barbara has been overseeing the District's customer service, billing, and meter reading functions. Barbara is an outstanding Supervisor and leads by example. She troubleshoots customer issues that require special handling and responds to customer inquiries and complaints in a courteous and effective manner. Barbara's help to customers on the phone and in person have been acknowledged by many positive Customer Comment Cards from customers.

Barbara continually evaluates department processes and procedures and recommends improvements to department operations to better serve the District's customers and staff. She served as the lead on the account creation and billing portion of the military housing meter accounts project. She worked closely with Monterey Bay Military (MBMH) staff to create a process for 1,200+ MBMH tenants to sign up for service as well as supervised staff in creating the new accounts into the utility billing system.

Barbara also works closely with Engineering to ensure there is meter inventory available for new connections.

It is with great pleasure that we recognize Barbara Montanti's 20 years of service to the Marina Coast Water District. We collectively thank her for her years of outstanding service and wish her well in her continued service to the District.

Environmental Review Compliance: None required.

Financial Impact:  Yes  No Funding Source/Recap: Expenditures for the gift certificate is allocated across four cost centers from the Hospitality & Awards account.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2019-59.

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

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Board Action

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

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

September 16, 2019

Resolution No. 2019-59  
Resolution of the Board of Directors  
Marina Coast Water District

In Recognition of Barbara Montanti, Customer Service/Billing Supervisor,  
for 20 Years of Service to the Marina Coast Water District

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 16, 2019, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, Barbara Montanti joined the District on August 26, 1999 as a Customer Service Assistant, was promoted to Customer Service Representative II in December 2011 and later promoted to Customer Service/Billing Supervisor on October 4, 2016; and,

WHEREAS, for nearly three years, Barbara has been overseeing the District’s customer service, billing, and meter reading functions; and,

WHEREAS, Barbara is an outstanding Supervisor and leads by example. She troubleshoots customer issues that require special handling and responds to customer inquiries and complaints in a courteous and effective manner; and,

WHEREAS, Barbara continually evaluates department processes and procedures and recommends improvements to department operations to better serve the District’s customers and staff.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby express its gratitude and recognize Barbara Montanti for 20 years of outstanding and dedicated service to the District, presents her with a gift certificate, and wish her many more years with the District.

PASSED AND ADOPTED on September 16, 2019, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

\_\_\_\_\_  
Thomas P. Moore, President



ATTEST:

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Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-59 adopted September 16, 2019.

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Keith Van Der Maaten, Secretary

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 8-B

Meeting Date: September 16, 2019

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-60 in Recognition of Tony Kelsey, System Operator II, for 40 Years of Service to the Marina Coast Water District

Staff Recommendation: Staff recommends the Board of Directors adopt Resolution No. 2019-60 in recognition of Tony Kelsey and awarding a gift certificate for 40 years of service with MCWD.

*Background: 5-Year Strategic Plan, Strategic Element No. 5.0 – Our objective is to recruit and retain a highly qualified, diverse and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service. Our strategy is to utilize sound policies and personnel practices, offer competitive compensation and benefits, and provide opportunities for training, development, and professional growth while ensuring a safe and secure workplace.*

Discussion/Analysis: Tony Kelsey started with Marina Coast Water District (District) on September 5, 1979, as a Wastewater Treatment Plant Operator-in-Training (OIT). Within a year Tony got his Grade 1 Wastewater Treatment Plant Operator certification through the California State Waterboards. As a Wastewater Operator, Tony was responsible for operating the District's wastewater treatment plant formally located at the beach office, and maintaining the Central Marina wastewater collections system, including the lift stations. Some of his duties included: collection of lab samples to ensure outfall compliance, making plant adjustments, hydro-cleaning, operating and maintaining the District's sewer lift stations and making pipeline repairs to sewer mains.

In 2012, the District combined the water and sewer departments and at that time, Tony was reclassified as a System Operator II. Tony then immediately began obtaining his certifications in water and cross training to learn both systems. Currently, Tony has the following certifications:

- Grade 2 Wastewater Collections through the California Water Environmental Association (CWEA)
- D3 Water Distribution Operator through the California Waterboards
- T2 Water Treatment Plant Operator through the California Waterboards
- Grade 1 Wastewater Operator through the California Waterboards
- CCTV certification through National Association of Sewer Service Companies (NASSCO)

Over the past several years, Tony has ensured that the District vehicles are properly maintained and has assisted in processing purchase orders and with other purchasing needs for the Operations and Maintenance Department. Over the span of Tony's 40 years, he has worked under nine Superintendents and started when the District had less than 25 employees. Tony always has a positive attitude and is always welcoming and courteous to District staff and employees. Tony's long-term dedication and commitment to this District has shown throughout this long tenure with the District. It is with great pleasure to recognize Tony for 40 years with the Marina Coast Water District.

Environmental Review Compliance: None required.

Financial Impact:   X   Yes        No     Funding Source/Recap: Expenditures for the gift certificate is allocated across four cost centers from the Hospitality & Awards account.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2019-60.

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

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Board Action

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

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

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

September 16, 2019

Resolution No. 2019-60  
Resolution of the Board of Directors  
Marina Coast Water District  
In Recognition of Tony Kelsey, System Operator II,  
for 40-Years of Service to the Marina Coast Water District

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District” or “MCWD”), at a regular meeting duly called and held on September 16, 2019 at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, Tony Kelsey Joined the District on September 5, 1979, as a Wastewater Treatment Plant Operator-in-Training (OIT), at a time when the District had less than 25 employees; and,

WHEREAS, Tony got his Grade 1 Wastewater Treatment Plant Operator certification and was responsible for operating the District’s former wastewater treatment plant; and,

WHEREAS, As a Wastewater Treatment Plant Operator his duties included: collection of lab samples to ensure outfall compliance, making plant adjustments, hydro-cleaning, operating and maintaining the District’s sewer lift stations and making pipeline repairs to sewer mains.; and,

WHEREAS, In 2009 Tony began cross training between water and sewer, and in 2012, the District combined the water and sewer departments and at that time, Tony was reclassified as a System Operator II; and,

WHEREAS, Tony has actively sought out State certifications and currently holds a Grade 2 CWEA Collections System Maintenance, D3 Water Distribution Operator, T2 Water Treatment Plant Operator, Grade 1 Wastewater Treatment Plant Operator and a Wastewater CCTV certification through NASSCO; and,

WHEREAS, Tony has ensured that the District vehicles are properly maintained and assists with processing purchase orders and with other purchasing needs for the Operations and Maintenance department; and,

WHEREAS, Tony always has a positive attitude and is always welcoming and courteous to District staff and his fellow Operators.

WHEREAS, Tony’s long-term dedication and commitment to this District has shown throughout this long tenure with the District.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby recognize and appreciate Tony Kelsey for forty years of service to the Marina Coast Water District, and presents him with a gift certificate, and wishes him continued success with the District.

PASSED AND ADOPTED on September 16, 2019, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

\_\_\_\_\_  
Thomas P. Moore, President

ATTEST:

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-60 adopted September 16, 2019.

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9

Meeting Date: September 16, 2019

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Consent Calendar

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

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

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of August 2019
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of August 19, 2019
- C) Consider Adoption of Resolution No. 2019-61 to Authorize a Notice of Completion for the Regional Urban Water Augmentation Project Recycled Water Pipeline and Blackhorse Recycled Water Reservoir to be Filed with the Monterey County Recorder
- D) Consider Adoption of Resolution No. 2019-62 for the Purchase of Eight New Standby Generators and Six New Automatic Transfer Switches from Quinn Cat
- E) Consider Adoption of Resolution No. 2019-63 to Approve an Updated District Debt Management Policy
- F) Consider Adoption of Resolution No. 2019-64 to Approve the Addition of a Social Media Policy to the Board Procedures Manual
- G) Consider Voting for the ACWA Region 5 Board Slate Recommended by the Nominating Committee

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

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

Material Included for Information/Consideration: Check Register for August 2019; draft minutes of August 19, 2019; Resolution No. 2019-61; Recycled Water Project Alignment Map; Resolution No. 2019-62; a copy of the Sourcewell Generator/ATS proposal, and generator and ATS specification sheets; Resolution No. 2019-63; Proposed Updated District Debt Management Policy; Resolution No. 2019-64; the BPM with revisions in track change; ACWA Official Region 5 Board Ballot; and, letters from Ernesto Avila, Jack Burgett, Pam Tobin, and Sarah Palmer.

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

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Board Action

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

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-A

Meeting Date: September 16, 2019

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Receive and File the Check Register for the Month of August 2019

Staff Recommendation: The Board of Directors receive and file the August 2019 expenditures totaling \$1,167,702.32.

Background: *5-Year Strategic Plan, Objective No. 3 – Our objective is to manage public funds to assure financial stability, prudent rate management and demonstrate responsible stewardship. Our fiscal strategy is to forecast, control and optimize income and expenditures in an open and transparent manner. We will efficiently use our financial resources to assure availability to fund current and future demands.*

Discussion/Analysis: These expenditures were paid in August 2019 and the Board is requested to receive and file the check register.

Environmental Review Compliance: None required.

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

Other Consideration: None.

Material Included for Information/Consideration: August 2019 Summary Check Register.

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

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Board Action

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

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

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



**August 2019 SUMMARY CHECK REGISTER**

<b>DATE</b>	<b>CHECK #</b>	<b>CHECK DESCRIPTION</b>	<b>AMOUNT</b>
08/05/2019	67998 - 68088	Check Register	363,862.50
08/07/2019	68089	Check Register	9,708.00
08/19/2019	68090 - 68140	Check Register	302,026.83
08/09/2019	500440 - 500444	Payroll Checks and Direct Deposit	104,734.90
08/09/2019	500445 - 500446	Payroll Withholdings, Period Ended 08/02/19	1,492.03
08/09/2019	ACH	MassMutual Retirement Services, LLC	15,337.13
08/09/2019	ACH	CalPERS	24,361.02
08/09/2019	ACH	Internal Revenue Service	45,921.41
08/09/2019	ACH	State of California - EDD	10,118.81
08/23/2019	500447 - 500464	Check Register	78,777.66
08/23/2019	500465 - 500469	Payroll Checks and Direct Deposit	109,359.79
08/23/2019	500470	Payroll Withholdings, Period Ended 08/16/19	715.03
08/23/2019	ACH	State of California - EDD	10,005.52
08/23/2019	ACH	CalPERS	24,254.82
08/23/2019	ACH	MassMutual Retirement Services, LLC	22,939.66
08/23/2019	ACH	Internal Revenue Service	44,087.21
<b>TOTAL DISBURSEMENTS</b>			<b><u>1,167,702.32</u></b>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
67998	07/22/2019	08/05/2019	Quinn Company	Genset Repair - Carmel LS, Parts - Backhoe #9903	3,159.52
67999	07/12/2019	08/05/2019	Monterey Peninsula Unified School District	MPUSD Water Conservation Education 06/2019	793.69
68000	07/26/2019	08/05/2019	Insight Planners	Web Development/ Maintenance, Hosting 07/2019	1,075.00
68001	06/28/2019	08/05/2019	Home Depot Credit Services	General Supplies	2,436.25
68002	07/16/2019	08/05/2019	Grainger	Hydraulic Oil - Jetter #0801	227.93
68003	06/30/2019	08/05/2019	Schaaf & Wheeler	Project Management Preliminary Design - A1/ A2 Tanks B/C BPS	17,247.64
68004	07/08/2019	08/05/2019	MBS Business Systems	Copier Maintenance (454e) 04/2019 - 07/2019	1,604.04
68005	06/30/2019	08/05/2019	The Californian	Notice to Bidders Advertisement - Inter-Garrison Road Pipeline	957.74
68006	06/30/2019	08/05/2019	The Monterey County Herald	Notice to Bidders Advertisement - Inter-Garrison Road Pipeline	905.42
68007	07/20/2019	08/05/2019	Monterey Bay Analytical Services	HPC Testing Sample - Watkins Gate Well	175.00
68008	07/19/2019	08/05/2019	Harris & Associates	Dunes, East Garrison, CSUMB Academic III, Junsay Oaks, Wathens-Castanos Homes, CSUMB Student Union	14,422.50
68009	07/13/2019	08/05/2019	Johnson Controls Security Solutions LLC	Ord Service Alarm 08/2019 - 07/2020	1,641.68
68010	07/18/2019	08/05/2019	USABluebook	General Supplies, Probe/ Cable - Level Meter, Hach DPD Packets	1,209.03
68011	07/29/2019	08/05/2019	Core & Main LP	(48) 3/4" 3G-DS Register Bottom Load	7,813.67
68012	07/15/2019	08/05/2019	CSC of Salinas	Hydraulic Hoses - Backhoe #9903	67.52
68013	07/12/2019	08/05/2019	Carollo Engineers, Inc.	RUWAP - Record Drawings, Construction Meetings, RWQCB NOI, Submittal Review; RUWAP Distribution - Project Management Utility Investigations/Potholing, Design Plans/ Specifications	51,103.12
68014	07/30/2019	08/05/2019	Conservation Rebate Program	3274 Michael Dr - Toilet Rebate	125.00
68015	03/08/2019	08/05/2019	Geiger	(1,600) Disconnect Orders, (1,600) Connect Orders	1,020.64
68016	07/28/2019	08/05/2019	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	132.69
68017	07/01/2019	08/05/2019	Val's Plumbing & Heating, Inc.	Plumbing Repair - BLM	520.35
68018	07/16/2019	08/05/2019	Conservation Rebate Program	299 Carmel Ave #111 - Toilet Rebate	108.85
68019	07/17/2019	08/05/2019	Whitson Engineers	Design Engineering Services - Inter-Garrison Water Line	216.20
68020	05/31/2019	08/05/2019	Kimley-Horn and Associates, Inc.	Professional Services - Imjin Pkwy Pipeline	3,493.64
68021	06/30/2019	08/05/2019	Calcon Systems, Inc.	CL2 Analyzer to SCADA - Reservoirs C, B, F; Program - Watkins Gate Well Chlorination System; Install Sewer Drivers - SCADA; Create Backups - LS PLCs	17,760.73
68022	07/10/2019	08/05/2019	E&M Electric and Machinery, Inc.	Wonderware Software - Telemetry System	3,985.00
68023	07/29/2019	08/05/2019	Conservation Rebate Program	304 Oak Cir - Landscape Rebate	150.25
68024	07/11/2019	08/05/2019	Univar USA, Inc.	(1,225) gals Chlorine - Intermediate Reservoir, Wells 10, 11	2,461.34

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
68025	07/22/2019	08/05/2019	Sturdy Oil Company	(1,900) gals Red Diesel - Wells 30, 31, Ord Village LS	6,642.87
68026	07/24/2019	08/05/2019	Conservation Rebate Program	231 McCulloch Cir - Washer Rebate	25.00
68027	07/18/2019	08/05/2019	Mark Henson	Pushbutton Alarm Key - Ord Office	447.00
68028	07/19/2019	08/05/2019	Conservation Rebate Program	3057 Sunrise Cir - (2) Toilet Rebates	250.00
68029	07/15/2019	08/05/2019	Conservation Rebate Program	3020 Eddy St - Washer Rebate	150.00
68030	07/16/2019	08/05/2019	Conservation Rebate Program	3234 Monterey Rd - Washer Rebate	100.00
68031	07/16/2019	08/05/2019	Conservation Rebate Program	123 Brookside Pl - (2) Toilet Rebates	250.00
68032	07/16/2019	08/05/2019	Conservation Rebate Program	3070 Sunset Ave #8 - (2) Toilet Rebates	250.00
68033	07/31/2019	08/05/2019	Conservation Rebate Program	3066 Lake Dr - Landscape Rebate	557.50
68034	07/31/2019	08/05/2019	Conservation Rebate Program	3338 Michael Dr - Landscape Rebate	374.50
68035	07/29/2019	08/05/2019	Conservation Rebate Program	172 Dolphin Cir - (2) Toilet Rebates	250.00
68036	07/18/2019	08/05/2019	Conservation Rebate Program	166 Pebble Pl - Hot Water Recirculation Pump Rebate	199.00
68037	07/29/2019	08/05/2019	Conservation Rebate Program	3004 Max Cir - Landscape Rebate	194.75
68038	08/02/2019	08/05/2019	Conservation Rebate Program	3306 Cardoza Ave - Washer Rebate	100.00
68039	08/01/2019	08/05/2019	Conservation Rebate Program	3184 Ninole Dr - Hot Water Recirculation Pump Rebate	209.06
68040	07/08/2019	08/05/2019	U.S. Bank Corporate Payment Systems	Advertisement - System Operator I; Cloud Hosted Server - CityWorks/ ESRI; Employee Travel/ Training Expenses: Springbrook User's Conference Hotel - Espero, FredPryor Training - Ybarra, Hatfield, SHRM Membership - Gill, General Supplies	4,275.90
68041	07/22/2019	08/05/2019	Marina Tire & Auto Repair	Oil Change - Truck #1306, Tire Replacement - Truck #1305	223.58
68042	07/09/2019	08/05/2019	Friedman & Springwater LLP	MCWD v CPUC, Cal Am Coastal Water Project, RDP Superior Court Damages Cases 06/2019	28,182.60
68043	07/12/2019	08/05/2019	Richards, Watson & Gershon	Regional Project Litigation 06/2019	2,506.82
68044	07/12/2019	08/05/2019	Remy Moose Manley, LLP	Well Project, CPUC, RAMCO Well 06/2019	52,957.37
68045	07/29/2019	08/05/2019	Monterey Bay Technologies, Inc.	IT Support Services 08/2019	3,450.00
68046	07/30/2019	08/05/2019	ICONIX Waterworks (US), Inc.	Parts - Booker, Neeson and Crescent Lift Stations; Solenoid Valve/ Pack Joint Couplers - Stock	13,713.71
68047	07/22/2019	08/05/2019	Eurofins Eaton Analytical, Inc.	PFAS Resampling - Well 29/ Field Blanks	750.00
68048	07/10/2019	08/05/2019	Griffith & Masuda	Bay View Mobile Home Park, Groundwater, Recycled Water Service Agreements, Joint Cal-AM Pipeline, General Matters, FORA, Developer (Compus Town Project) 06/2019	17,722.80
68049	07/10/2019	08/05/2019	POSM Software, LLC	CCTV Software Support - Sewer Camera	1,500.00
68050	07/16/2019	08/05/2019	Lou's Gloves, Inc.	Nitrile Gloves	456.00
68051	07/22/2019	08/05/2019	Aleshire & Wynder, LLP	Opinion for Bay View Community vs MCWD 06/2019	29,758.70
68052	07/22/2019	08/05/2019	Dataflow Business Systems, Inc.	Ord Copier Maintenance (5551ci) 07/2019	421.45

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
68053	07/15/2019	08/05/2019	AT&T	Ord Alarm 07/2019	82.42
68054	07/10/2019	08/05/2019	PR Diamond Products, Inc.	Guide Bar - Hydraulic Saw	220.00
68055	08/01/2019	08/05/2019	Conservation Rebate Program	Frederick Park Apartments - (140) Toilet Rebates	17,500.00
68056	07/09/2019	08/05/2019	Akel Engineering Group, Inc.	Master Plans/Capacity Fees Study - Water, Sewer, Recycled Water	31,916.77
68057	07/22/2019	08/05/2019	R&B Company	12" Gate Valve Mega Lug Kits - Imjin DOD Project/ Stock, Parts - Hydrant Repair on Imjin and 2nd	4,229.34
68058	07/16/2019	08/05/2019	Interstate Battery of San Jose	Battery - Genset at Carmel LS	117.84
68059	07/01/2019	08/05/2019	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 07/2019	697.75
68060	06/01/2019	08/05/2019	iWater, Inc.	InfraMAP Enterprise 09/2019 - 08/2020	1,000.00
68061	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - Irrigation Meter	1,948.81
68062	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 409 Carentan Rd	19.24
68063	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 4755 Sea Crest Dr	67.60
68064	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 3164 Shuler Cir	35.00
68065	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 3063 California Ave	78.86
68066	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 3001 Boardwalk Ave	9.19
68067	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 1728 Eichelberger Ct	108.20
68068	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 13969 Sherman Blvd	77.44
68069	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 17 Zalea Cir	51.36
68070	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 14302 Sherman Blvd	32.52
68071	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 2700 Boardwalk Ave	35.00
68072	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 14307 Sherman Blvd	79.50
68073	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 54 Wisteria Way	53.11
68074	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 300 Malmedy Rd	35.00
68075	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 8th and A Ave	1,570.42
68076	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 14762 Kit Carson Dr	85.70
68077	07/29/2019	08/05/2019	Customer Service Refund	Refund Check -3188 Tallmon St	75.00
68078	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 108 Nijmegen Rd	15.11
68079	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 487 Larson Ct	35.00
68080	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 111 Rabaul Rd	5.11
68081	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 3120 Carmelo Cir	18.75
68082	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 17806 Banks St	35.00
68083	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 169 Noumea Rd	19.24
68084	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 18962 Kilpatrick Ln	5.06
68085	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - Irrigation Meter	2,769.01
68086	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 4750 Sea Crest Dr	64.36
68087	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 162 Okinawa Rd	13.37
68088	07/29/2019	08/05/2019	Customer Service Refund	Refund Check - 312 Carentan Rd	23.37
68089	08/07/2019	08/07/2019	Monterey Bay Air Resources District	Permit Fees - (6) Generators	9,708.00
68090	07/31/2019	08/19/2019	Ace Hardware	General Supplies	997.33
68091	07/29/2019	08/19/2019	Fort Ord Reuse Authority	FORA Membership/ Administration Fee FY 2019/2020	117,213.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
68092	07/26/2019	08/19/2019	Fisher Scientific	Laboratory Supplies	503.67
68093	07/28/2019	08/19/2019	Home Depot Credit Services	General Supplies	700.21
68094	07/25/2019	08/19/2019	Grainger	Air Paving Breaker/ Chisel	1,732.77
68095	07/31/2019	08/19/2019	Area Communications	Answering Service 07/2019	139.00
68096	07/31/2019	08/19/2019	Petty Cash	Replenish Petty Cash	12.02
68097	06/30/2019	08/19/2019	Schaaf & Wheeler	Master Plan Review, Annexation, Staff Meetings, Ord Village LS/ Force Main, RFI Water Allocations, Marina Dunes RV Park, and Landscape Plans, Developers (Campus Town, Seaside Senior Living) 06/2019	28,407.28
68098	08/01/2019	08/19/2019	Underground Service Alert	Membership/ USA Annual Ticket Fees	4,772.58
68099	07/31/2019	08/19/2019	Peninsula Welding Supply	Gas Cylinder Tank Rental Fee - Welding Supplies	12.90
68100	07/25/2019	08/19/2019	McMaster-Carr Supply Co.	Hoist Ring - Booker LS Project	476.73
68101	08/07/2019	08/19/2019	Monterey Bay Analytical Services	HPC Testing Sample - Watkins Gate Well	192.50
68102	07/31/2019	08/19/2019	Monterey One Water	Sewer Treatment Charge 07/2019 - 08/2019	132.50
68103	08/05/2019	08/19/2019	Staples Credit Plan	Office Supplies	1,071.39
68104	07/18/2019	08/19/2019	Verizon Wireless	Cell Phone Service 07/2019	1,147.83
68105	08/08/2019	08/19/2019	Orkin Franchise 925	BLM/ IOP Pest Control 08/2019	191.00
68106	07/29/2019	08/19/2019	Cypress Coast Ford	Brake Repairs - Vehicles #1002, #1306	2,066.50
68107	08/01/2019	08/19/2019	Maynard Group	NEC Phone Equipment Maintenance, AT&T Wireless Backup, eMVS, Cloud, VoIP Services 08/2019	2,886.82
68108	07/24/2019	08/19/2019	Shape Incorporated	Sliding Bracket - Crescent LS Pumps	845.60
68109	07/25/2019	08/19/2019	Core & Main LP	(15) 1 1/2" Top Load Multi-Jet Meter with Dialog 3G Register	4,832.48
68110	07/31/2019	08/19/2019	DataProse, LLC	Customer Billing Statements 07/2019	5,764.27
68111	07/25/2019	08/19/2019	Ewing Irrigation Products	Dripline Tubing - Hydrant 395 Repairs/ Imjin Rd	14.72
68112	08/13/2019	08/19/2019	Carollo Engineers, Inc.	RUWAP - Construction Meetings, Submittal Review, Record Drawings, RWQCB, NOI, Project Administration; RUWAP Distribution - Project Management, Design Plans/ Specifications	46,631.40
68113	08/06/2019	08/19/2019	Conservation Rebate Program	3108 Bayer St - (2) Toilet Rebates	250.00
68114	07/23/2019	08/19/2019	Fastenal Industrial & Construction Supplies	Janitorial Supplies	77.10
68115	07/26/2019	08/19/2019	Val's Plumbing & Heating, Inc.	HVAC Repair - IOP	196.87
68116	08/04/2019	08/19/2019	Mobile Modular	Modular Office - Water Resources 08/2019	743.69
68117	07/24/2019	08/19/2019	Power Engineers, Inc.	Cityworks/ ESRI Support Services 06/2019	1,385.00
68118	07/30/2019	08/19/2019	Sturdy Oil Company	Red Diesel - (14) Water Stations	6,626.05
68119	07/24/2019	08/19/2019	AT&T	SCADA Internet 08/2019	184.00
68120	08/06/2019	08/19/2019	Conservation Rebate Program	654 Wahl Ct - Washer Rebate	100.00
68121	07/19/2019	08/19/2019	MUFG Union Bank, N.A.	2015 Bond Administration Fee 07/2019 - 06/2020	2,225.00
68122	07/24/2019	08/19/2019	Voyager Fleet Systems, Inc.	Fleet Gasoline	2,419.78
68123	07/31/2019	08/19/2019	Graniterock Company	Drain Rock - Booker LS	168.28

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
68124	08/06/2019	08/19/2019	U.S. Bank Corporate Payment Systems	Advertisement - Customer Service/ Billing Technician; 2019 Conference Exhibitor Showcase/ Hotel - Le; UESI Pipeline (ACSE) Hotel - Wegley; Supervisor Training Seminar - Pineda; CityWorks Conference/ Designer/UI Optimization - Espero; FredPryor Training - Montanti; "Managing Water Main Breaks Guide" - Pineda, Rodriguez, Nguyen; Coastal Commission Meeting Parking Fee - Van Der Maaten; General Supplies	8,031.83
68125	07/31/2019	08/19/2019	Marina Tire & Auto Repair	Oil Change - Vehicles #1238, #1239	76.00
68126	08/13/2019	08/19/2019	Eurofins Eaton Analytical, Inc.	Laboratory Contract Testing	1,475.00
68127	08/03/2019	08/19/2019	GHD, Inc.	Professional Services/ Design Phase - Imjin LS	21,451.30
68128	07/31/2019	08/19/2019	Peninsula Messenger LLC	Courier Service 08/2019	145.00
68129	07/31/2019	08/19/2019	Dataflow Business Systems, Inc.	Freight Fee - Yellow Toner Cartridge	7.50
68130	07/31/2019	08/19/2019	Western Exterminator Company	Pest Control - Beach Office 07/2019	91.50
68131	08/06/2019	08/19/2019	TIAA Commercial Finance, Inc.	(3) Office Copiers (C754E, 454E, 5551ci), eCopy ScanStation Leases 08/2019	1,334.14
68132	07/31/2019	08/19/2019	Iron Mountain, Inc.	Shredding Service 07/2019	148.60
68133	07/28/2019	08/19/2019	AT&T	Beach Alarm, Modem Line, Main Frame Computer, IOP Fire Alarm 07/2019	120.67
68134	08/01/2019	08/19/2019	Simpler Systems, Inc.	Datapp for UB - Maintenance 08/2019	500.00
68135	07/31/2019	08/19/2019	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 07/2019	354.28
68136	08/01/2019	08/19/2019	Pure Janitorial, LLC	BLM Janitorial Services 07/2019	1,850.00
68137	07/26/2019	08/19/2019	EKI Environment & Water, Inc.	Groundwater Planning Sustainability Study, Water Supply Augmentation Study - Fort Ord	31,017.90
68138	07/31/2019	08/19/2019	R&B Company	4" Flanged Spool - Booker LS	147.00
68139	08/01/2019	08/19/2019	Verizon Connect NWF, Inc.	GPS Service - (2) Meter Reader Trucks 07/2019	38.00
68140	08/02/2019	08/19/2019	Interstate Battery of San Jose	Battery - Genset at Carmel LS	117.84
500440-500444	08/09/2019	08/09/2019	Payroll Checks and Direct Deposit	Payroll Ending 08/02/19	104,734.90
500445	08/09/2019	08/09/2019	General Teamsters Union	Payroll Ending 08/02/19	777.00
500446	08/09/2019	08/09/2019	WageWorks, Inc.	Payroll Ending 08/02/19	715.03
ACH	08/09/2019	08/09/2019	MassMutual Retirement Services, LLC	Payroll Ending 08/02/19	15,337.13
ACH	08/09/2019	08/09/2019	CalPERS	Payroll Ending 08/02/19	24,361.02
ACH	08/09/2019	08/09/2019	Internal Revenue Service	Payroll Ending 08/02/19	45,921.41
ACH	08/09/2019	08/09/2019	State of California - EDD	Payroll Ending 08/02/19	10,118.81
500447	08/02/2019	08/15/2019	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 09/2019	69,658.20
500448	07/09/2019	08/15/2019	CWEA - Monterey Bay Section	Grade II Collection System Certification Renewal - Foster, Pineda	188.00
500449	07/25/2019	08/15/2019	AFLAC	Employee Paid Benefits 07/2019	2,831.42
500450	07/31/2019	08/15/2019	Thomas P. Moore	Board Compensation 07/2019	100.00
500451	08/05/2019	08/15/2019	LegalShield	Employee Paid Benefits 08/2019	25.90
500452	07/31/2019	08/15/2019	Matthew Zefferman	Board Compensation 07/2019	100.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
500453	07/22/2019	08/15/2019	Rose Gill	Longevity Gift Cards 10Y - Gonzalez, 5Y - Hollida	250.00
500454	07/17/2019	08/15/2019	Principal Life	Employee Paid Benefits 08/2019	482.70
500455	06/30/2019	08/15/2019	Justifacts Credential Verification, Inc.	Background Checks - New Hire	101.75
500456	07/10/2019	08/15/2019	Lincoln National Life Insurance Company	Life, Short/Long Term, AD&D Insurance 08/2019	2,459.54
500457	07/15/2019	08/15/2019	WageWorks, Inc.	FSA Admin Fees 06/2019	128.00
500458	07/31/2019	08/15/2019	Peter Le	Board Compensation 07/2019	100.00
500459	07/31/2019	08/15/2019	Herbert Cortez	Board Compensation 07/2019	100.00
500460	07/17/2019	08/15/2019	Transamerica Employee Benefits	Employee Paid Benefits 07/2019	1,205.30
500461	07/31/2019	08/15/2019	Cintas Corporation No. 630	Uniforms, Towels, Rugs 07/2019	734.62
500462	08/15/2019	08/15/2019	Keith Van Der Maaten	Coastal Commission Meeting - Meals/ Parking	121.41
500463	07/31/2019	08/15/2019	Jan Shriner	Board Compensation 07/2019	100.00
500464	08/14/2019	08/15/2019	Mike Wegley	UESI/ ASCE Pipeline Conference - Transportation/ Bag Check-In	90.82
500465- 500469	08/23/2019	08/23/2019	Payroll Checks and Direct Deposit	Payroll Ending 08/16/19	109,359.79
500470	08/23/2019	08/23/2019	WageWorks, Inc.	Payroll Ending 08/16/19	715.03
ACH	08/23/2019	08/23/2019	State of California - EDD	Payroll Ending 08/16/19	10,005.52
ACH	08/23/2019	08/23/2019	CalPERS	Payroll Ending 08/16/19	24,254.82
ACH	08/23/2019	08/23/2019	MassMutual Retirement Services, LLC	Payroll Ending 08/16/19	22,939.66
ACH	08/23/2019	08/23/2019	Internal Revenue Service	Payroll Ending 08/16/19	44,087.21
<b>Total Disbursements for August 2019</b>					<b>1,167,702.32</b>

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-B

Meeting Date: September 16, 2019

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of August 19, 2019

Staff Recommendation: The Board of Directors approve the draft minutes of the August 15, 2019 regular joint Board meeting.

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

Discussion/Analysis: The draft minutes of August 19, 2019 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

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

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

Material Included for Information/Consideration: Draft minutes of August 19, 2019.

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

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Board Action

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

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

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





## **Marina Coast Water District**

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting  
Dual Locations – 11 Reservation Road, Marina, and 1858 Waterford Drive, Moneta, VA  
August 19, 2019

### Draft Minutes

#### 1. Call to Order:

President Moore called the meeting to order at 6:30 p.m. on August 19, 2019 at the Marina Council Chambers, 211 Hillcrest Avenue, Marina, California.

#### 2. Roll Call:

##### Board Members Present:

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

##### Board Members Absent:

Peter Le  
Matt Zefferman

##### Staff Members Present:

Keith Van Der Maaten, General Manager  
Roger Masuda, District Counsel  
Kelly Cadiente, Director of Administrative Services  
Derek Cray, Operations and Maintenance Manager  
Michael Wegley, District Engineer  
Rose Gill, HR/Risk Administrator  
Patrick Breen, Water Resources Manager  
Brian True, Senior Engineer  
Paula Riso, Executive Assistant/Clerk to the Board

##### Audience Members:

Andrew Sterbenz, Schaaf & Wheeler  
Philip Clark, Seaside Resident, WCC Member  
Shawn Storm, Marina Resident, WCC Member  
Therese Kollerer, East Garrison  
Gail Morton, Marina Councilmember  
Paula Pelot, Preston Park  
Frank O'Connell

Kate McKenna, LAFCO CEO  
Christy Hopper, City of Marina  
Kurt Gonzalez, MCWD Employee  
Jaron Hollida, MCWD Employee

3. Public Comment on Closed Session Items:

There were no public comments.

President Moore stated that a request was made by Director Le to table Closed Session Item 4-B to the next meeting and asked if any Director would like to make a motion to postpone the item. There were no forthcoming motions.

The Board entered into closed session at 6:33 p.m. to discuss the following items:

4. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

- 1) In the Matter of the Application of California-American Water Company (U210W) for Approval of the Monterey Peninsula Water Supply Project and Authorization to Recover All Present and Future Costs in Rates, California Public Utilities Commission Application (“A.”) 12-04-019
- 2) In the Matter of the Application of California-American Water Company (U 210 W) for an Order (1) Approving a Settlement Agreement with the County of Monterey and the Monterey County Water Resources Agency to Settle and Resolve Claims and Issues Between the Parties and to Promote the Development, Construction and Operation of a Water Supply Project for Monterey County on an Expedited Basis, and (2) Authorizing the Transfer of Authorized Costs Related to the Settlement Agreement to Its Special Request 1 Surcharge Balancing Account, California Public Utilities Commission Application (“A.”) 13-05-017, and related California Supreme Court petition for writ of review.
- 3) City of Marina and Marina Coast Water District, Petitioners v. Public Utilities Commission of the State of California, Respondent (California-American Water Company, et al., Real Parties in Interest), Petitions for Writ of Review, California Supreme Court Case No. S253585
- 4) Marina Coast Water District vs California-American Water Company, Monterey County Water Resources Agency; and, California-American Water Company, Monterey County Water Resources Agency vs Marina Coast Water District, San Francisco Superior Court Case Nos. CGC-15-547125, CGC-15-546632 (Complaint for Damages, Breach of Warranties, etc.)
- 5) Marina Coast Water District v. California Coastal Commission (California-American Water Company, Real Party in Interest), Santa Cruz County Superior Court Case No. 15CV00267, Sixth Appellate District Court of Appeals Case No. H045468

Agenda Item 4-A (continued):

- 6) Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)
- 7) Marina Coast Water District, and Does 1-100 v, County of Monterey, County of Monterey Health Department Environmental Health Bureau, and Does 101-110, Monterey County Superior Court Case No. 18CV000816 (Petition for Writ of Mandate and Complaint for Injunctive Relief)

B. Pursuant to Government Code 54957  
Public Employee Performance Evaluation  
Title: General Manager

The Board ended closed session at 7:09 p.m.

President Moore reconvened the meeting to open session at 7:10 p.m.

5. Reportable Actions Taken during Closed Session:

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

6. Pledge of Allegiance:

Mr. Masuda led everyone present in the pledge of allegiance.

7. Oral Communications:

Mr. Phil Clark, Seaside Resident, WCC Member commented that the District's Water Conservation booth and the Water Awareness Committee would be at the Monterey County Fair on August 31st and invited everyone to stop by.

8. Presentations:

A. Consider Adoption of Resolution No. 2019-55 in Recognition of Jaron Hollida, Assistant Engineer, for 5 Years of Service to the Marina Coast Water District:

Vice President Shriner made a motion to adopt Resolution No. 2019-55 in recognition of Jaron Hollida for 5 years of service to the Marina Coast Water District. Director Cortez seconded the motion. The motion was passed by the following vote:

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

B. Consider Adoption of Resolution No. 2019-56 in Recognition of Kurt Gonzalez, Maintenance Worker, for 10 Years of Service to the Marina Coast Water District:

Vice President Shriner made a motion to adopt Resolution No. 2019-56 in recognition of Kurt Gonzalez for 10 years of service to the Marina Coast Water District. Director Cortez seconded the motion. The motion was passed by the following vote:

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

C. Receive a Presentation from the Local Agency Formation Commission on the District's Annexation of the Ord Community:

Ms. Kate McKenna, Local Agency Formation Commission (LAFCO) Executive Officer, gave a brief update on the District's annexation of the Ord Community and presented the District with a Certificate of Completion. She acknowledged Mr. Van Der Maaten's assistance with moving this annexation forward, as well as a heartfelt thanks to the late Mr. Carl Niizawa, and his help getting the process started. Vice President Shriner asked about voting and running for Board seats. Ms. McKenna answered that those areas will be able to vote and run in the next election. President Moore thanked Ms. McKenna for all the hard work that went into the annexation.

Ms. Paula Pelot, Preston Park Tenants Association, commented that over the years, she and others have pushed for this annexation and is very happy that it is now complete.

Ms. Therese Kollerer, East Garrison resident, expressed her thanks to MCWD and LAFCO to have the tenacity over the years to bring this annexation to fruition.

9. Consent Calendar:

Mr. Keith Van Der Maaten, General Manager, commented that there was a typo on page 2 of the July 30, 2019 draft minutes, and noted the word "sights" should be "sites".

Vice President Shriner made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of July 2019; B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of July 15, 2019; C) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of July 30, 2019, as amended; and, D) Consider Affirming that District Board Members and District Staff are Covered Under the District's Liability Insurance While Attending Meetings and Activities Conducted by the Special Districts Association of Monterey County. Director Cortez seconded the motion. The motion was passed by the following vote:

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

10. Action Items:

- A. Consider Adoption of Resolution No. 2019-57 Authorizing a Task Order Under the Schaaf & Wheeler On-Call Engineering Services Contract for the Preparation of a Water Supply Assessment and an Infrastructure Impact Analysis for the City of Marina's Downtown Vitalization Specific Plan:

Mr. Brian True, Senior Engineer, introduced this item.

Vice President Shriner made a motion to adopt Resolution No. 2019-57 to authorize a Task Order Under the Schaaf & Wheeler On-Call Engineering Services Contract for the Preparation of a Water Supply Assessment and an Infrastructure Impact Analysis for the City of Marina's Downtown Vitalization Specific Plan. Director Cortez seconded the motion.

Ms. Christy Hopper, City of Marina, commented that the Water Supply Assessment and water and sewer modeling are critical elements of the City's ability to progress with the Environmental Impact Report (EIR) for the Downtown Vitalization Plan. She noted there are a lot of moving parts of this project and the City is requesting a timeline of when the Assessment will be completed so they can keep moving forward. President Moore asked if the City needed to provide anything else to the District in order to move this forward. Ms. Hopper stated that the City Council has adopted some baseline conditions as well as some assumptions that will be studied in the EIR regarding proposed densities in the Downtown Plan and that is information that will need to be passed along to the District.

The motion was passed by the following vote:

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

- B. Consider Adoption of Resolution No. 2019-58 Amending a Professional Services Agreement with Denise Duffy and Associates for Monitoring of the Regional Urban Water Augmentation Project:

Mr. Michael Wegley, District Engineer, introduced this item. The Board asked clarifying questions.

Director Cortez made a motion to adopt Resolution No. 2019-58 amending a Professional Services Agreement with Denise Duffy and Associates for monitoring of the Regional Urban Water Augmentation Project. Vice President Shriner seconded the motion. The motion was passed by the following vote:

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

11. Staff Reports:

A. Receive the Developer Account Update through March 31, 2019:

Mr. True introduced this item noting that although the Dunes Residential, and East Garrison Projects show outstanding balances as of March 31st, the District has received payment and the accounts are in good standing. President Moore suggested staff contact RCI to encourage them to pay the funds that have been owed to the District since 2010. Mr. True answered that RCI will be moving forward on another project by the end of the year and staff will require they pay the arrears before moving forward. He said the same is for Seaside Resort. President Moore suggested looking into an agreement that requires developers to pay late fees on outstanding balances owed to the District.

B. Receive an Update of the Capital Projects to be Funded with 2019 Revenue Bonds:

Ms. Kelly Cadiente, Director of Administrative Services, introduced this item. Vice President Shriner thanked Ms. Cadiente for the information and that it helped clarify any questions she had. Director Cortez questioned how projects get rated for high/medium/low priority. Mr. Wegley answered that high priority projects need to be started within the first year and medium priority projects started within the next two years, and so on.

C. Review and Provide Input on Updates to the 5-Year Strategic Plan:

Mr. Van Der Maaten introduced this item and reviewed the proposed changes to the Plan.

Vice President Shriner questioned if the District has “green policies” or if they would need to be created. Mr. Van Der Maaten stated he envisioned them as part of the Plan. Vice President Shriner suggested making a carbon emission inventory as part of the Facilities Master Plan as well as a plan to reduce carbon emissions. She also suggested adding the WIIN, SWRCB, and GSP acronyms to the Glossary of Acronyms.

Director Cortez asked to highlight the Water Conservation Commission in the Vision Statement. He also suggested listing the District Core Values under the Core Value section.

President Moore agreed that there should be some mention of the Water Conservation Commission and the work they do. He suggested the second bullet in the Vision Statement should remove “we have annexed the Ord Community” as that is done, and the Vision Statement is looking forward.

Director Cortez asked to add the validation of employees, i.e. anniversary awards, to the Plan.

President Moore suggested staff create a list of District policies to help identify the policy types.

Mr. Shawn Storm, Marina resident/WCC member, commented that what was missing from the Plan for the Water Conservation Commission was a tangible goal, i.e. what is the plan and how much to conserve. He suggested adding tangible numbers. For instance, “In the next five years conserve 20% of water and reduce the water loss to 4%.”

12. Informational Items:

A. General Manager's Report:

No report was given.

B. Counsel's Report:

No report was given.

C. Committee and Board Liaison Reports:

1. Water Conservation Commission:

Mr. Patrick Breen, Water Resources Manager, gave a brief update and noted the next meeting is scheduled for September 5th.

2. Joint City District Committee:

President Moore gave a brief update and said the next meeting is scheduled for September 3rd.

3. Executive Committee:

President Moore gave a brief update noting the next meeting is scheduled for September 10th.

4. Community Outreach Committee:

Director Cortez gave a brief update.

5. Budget and Personnel Committee:

Vice President Shriner gave a brief update.

6. M1W Board Member:

President Moore gave a brief update noting the next meeting is scheduled for August 26th.

7. LAFCO Liaison:

Director Cortez gave a brief update.

8. FORA:

Mr. Van Der Maaten gave a brief update.

9. WWOC:

Mr. Van Der Maaten noted the next meeting was September 19th.

10. JPIA Liaison:

No report was given.

11. Special Districts Association Liaison:

President Moore stated the next meeting is scheduled for October 15th.

12. SVGSA Liaison:

Mr. Van Der Maaten gave a brief update.

13. Correspondence:

President Moore noted that USGS commended the District for their help with groundwater monitoring.

14. Board member Requests for Future Agenda Items:

President Moore noted that the Board members can email in their requests.

15. Director's Comments:

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

President Moore recessed the meeting from 8:40 p.m. to 8:49 p.m.

The Board reentered into closed session at 8:49 p.m. to discuss the following item:

4. Closed Session:

- B. Pursuant to Government Code 54957  
Public Employee Performance Evaluation  
Title: General Manager

President Moore reconvened the meeting to open session at 9:59 p.m.

5. Reportable Actions Taken during Closed Session:

Mr. Masuda stated that there were no reportable actions taken during Closed Session.



Joint Board/GSA Meeting  
August 19, 2019  
Page 9 of 9

16. Adjournment:

The meeting was adjourned at 10:00 p.m.

APPROVED:

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Thomas P. Moore, President

ATTEST:

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Paula Riso, Deputy Secretary

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-C

Meeting Date: September 16, 2019

Prepared By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution 2019-61 to Authorize a Notice of Completion for the Regional Urban Water Augmentation Project Recycled Water Pipeline and Blackhorse Recycled Water Reservoir to be filed with the Monterey County Recorder

Staff Recommendation: The Board of Directors adopt Resolution No. 2019-61 to authorize a Notice of Completion for the Regional Urban Water Augmentation Project Recycled Water Pipeline and Blackhorse Recycled Water Reservoir be filed with the Monterey County Recorder.

Background: *5-Year Strategic Plan, Element No. 2 Infrastructure – Our objective is to provide a high quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards.*

On July 6, 2017, District staff conducted a bid opening for the “Regional Urban Water Augmentation Project (RUWAP) Recycled Water Pipeline and Blackhorse Recycled Water Reservoir”. It is the first phase of construction to build a recycled water pipeline network. The second phase is for construction of distribution mains branching off the transmission main that will serve landscape irrigation users in the MCWD service area and former Fort Ord. Attachment No. 1 is an overall Recycled Water Project Alignment map. The transmission pipeline project (blue line on Attachment No. 1) includes:

- 40,000 linear feet of 24” diameter transmission main pipeline;
- A connection to the Advance Water Treatment Facility (AWTF) at the Monterey One Water (M1W) fence line with Armstrong Ranch;
- Connections to an existing dry pipeline on the CSUMB Campus previously constructed for the RUWAP project;
- connection to an existing pipeline in General Jim Moore Blvd. previously constructed from Del Rey Oaks to Normandy Blvd for the RUWAP Project;
- One 2 million gallon welded steel storage tank referred to as the Blackhorse Reservoir.

The RUWAP transmission main serves the dual purpose of a conveyance pipeline for the delivery of purified recycled water (PRW) from the AWTF:

- To MCWD for landscape irrigation within the District service area, and
- To M1W for groundwater recharge injection wells in the Seaside Groundwater Basin

The AWTF will provide up to 4,300 AFY; 600 AFY to MCWD and 3,700 AFY to M1W. Construction of the second phase for the Distribution Mains (red lines on Attachment No. 1) is scheduled to take place in 2020.

On July 17, 2017, the Board adopted Resolution No. 2017-44 authorizing a construction contract with Mountain Cascade, Inc. in the amount of \$22,648,480 and authorized a contingency amount of \$4,529,757 for a total Board authorized project budget dollar amount not-to exceed \$27,178,237 for the RUWAP Recycled Water Pipeline and Blackhorse Recycled Water Reservoir.

Discussion/Analysis: Work on the RUWAP Recycled Water Pipeline and Blackhorse Recycled Water Reservoir began in October 2018 and was substantially completed in January 2019. However, tree restoration in the City of Seaside and the added Department of Drinking Water (DDW) requirement of an internal mixing system in the reservoir delayed final completion until August.

During the project the contractor submitted 54 potential change orders. Nine were rejected and 45 approved following adjustment reviews for a total amount of \$1,061,276.61 or 4.7% of the contract award. The table below represents the award amount compared to the final contracted amount for construction and consultant services.

<b>Regional Urban Water Augmentation Project Recycled Water Pipeline and Blackhorse Recycled Water Reservoir Cost</b>		
Item	Board Awarded Contract Amount	Final Contract Amount
Construction (Mountain Cascade, Inc.)	\$22,648,480.00	\$23,640,256.61
Construction Management (MWH Constructors)	\$1,259,867.00	\$1,343,326.00
Environmental Mitigation Monitoring (Denise Duffy & Associates)	\$242,433.00	\$272,784.00
Engineering During Construction (Carollo Engineers)	\$453,137.00	\$453,137.00
<b>Total</b>	<b>\$24,603,917.00</b>	<b>\$25,709,503.61</b>

The total cost of the RUWAP construction services (Mountain Cascade, MWH Constructors, Denise Duffy and Associates) amounted to \$25,779,003.61 which was within the Board authorized amount of \$27,178,237.00 (Resolution No. 2017-44).

Based on cost sharing allocations of the Pure Water Delivery and Supply Project Agreement, the RUWAP capital construction costs for M1W and MCWD are:

**Capital Construction Costs**

	M1W	MCWD	Total
Base Contract	\$13,803,492.68	\$8,844,987.32	\$22,648,480.00
Change Orders	\$541,306.72	\$450,469.89	\$991,776.61
<b>Total</b>	<b>\$14,344,799.40</b>	<b>\$9,295,457.21</b>	<b>\$23,640,256.61</b>

Staff is recommending a Notice of Completion be filed with the Monterey County Recorder as the work was completed pursuant to the plans and specification and contract obligations.

Environmental Review Compliance: None required.

Financial Impact: \_\_\_\_\_ Yes      X   No Funding Source/Recap: Capital Improvements Budget, Project RW-0156.

Other considerations: None required.

Material Included for Information/Consideration: Resolution No. 2019-61; and, Recycled Water Project Alignment Map.

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

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Board Action

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

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

September 16, 2019

Resolution No. 2019-61  
Resolution of the Board of Directors  
Marina Coast Water District

Authorize a Notice of Completion for the Regional Urban Water Augmentation Project  
Recycled Water Pipeline and Blackhorse Recycled Water Reservoir

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 16, 2019, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, the District Capital Improvement Program included the Regional Urban Water Augmentation Project Recycled Water Pipeline and Blackhorse Recycled Water Reservoir; and,

WHEREAS, the Board approved a contract with Mountain Cascade, Inc. to provide construction services for the Regional Urban Water Augmentation Project Recycled Water Pipeline and Blackhorse Recycled Water Reservoir in the amount of \$22,648,480.00 and authorized a total project budget amount of \$27,178,237 (Resolution No. 2017-44); and,

WHEREAS, Mountain Cascade has completed the Regional Urban Water Augmentation Project Recycled Water Pipeline and Blackhorse Recycled Water Reservoir according to the contract documents with a total project cost of \$25,709,503.61; and,

WHEREAS, staff is recommending a Notice of Completion be filed with the Monterey County Recorder as the work was completed pursuant to the plans and specification and contract obligations.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager to file a Notice of Completion for the Regional Urban Water Augmentation Project Recycled Water Pipeline and Blackhorse Recycled Water Reservoir with the Monterey County Recorder, and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on September 16, 2019 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

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Thomas P. Moore, President

ATTEST:

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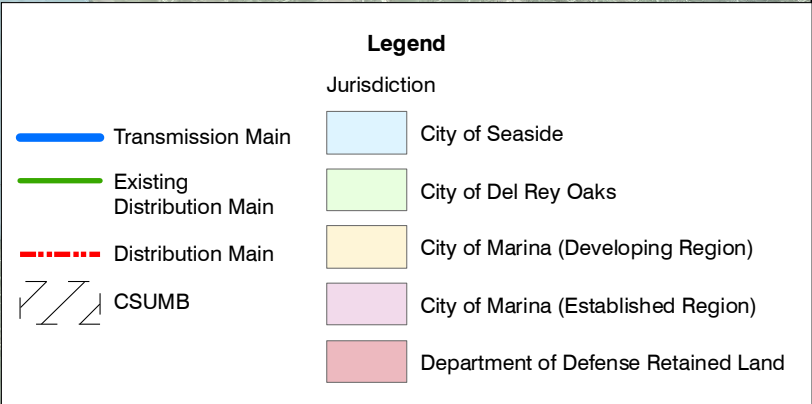
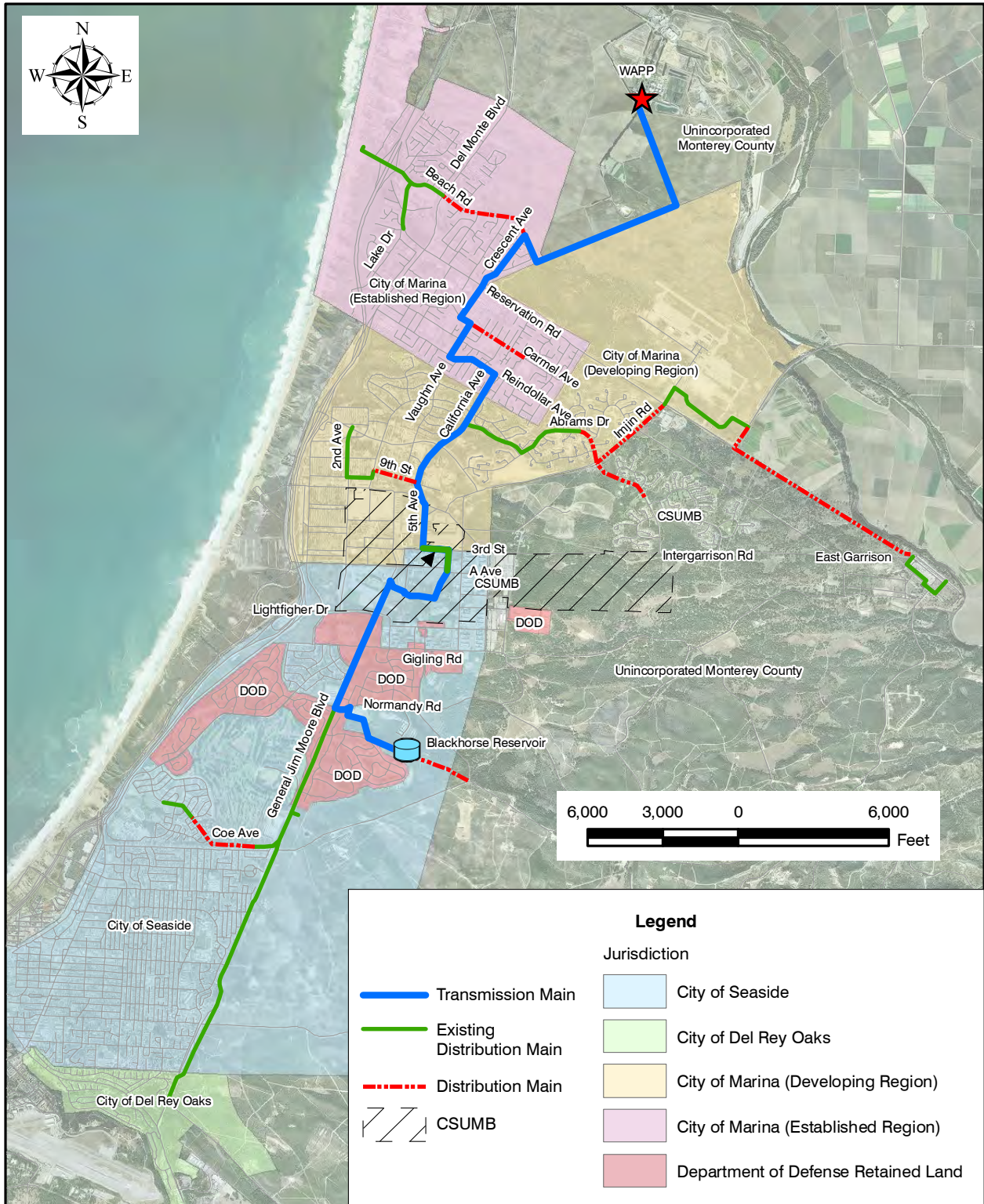
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-61 adopted September 16, 2019.

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Keith Van Der Maaten, Secretary



**Figure 1**  
**RECYCLED WATER PROJECT ALIGNMENT**  
**MARINA COAST WATER DISTRICT**



Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-D

Meeting Date: September 16, 2019

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-62 for the Purchase of Eight New Standby Generators and Six New Automatic Transfer Switches from Quinn Cat

Staff Recommendation: The Board of Directors to accept the proposal for the purchase of eight new standby generators and six new transfer switches from Quinn Cat in the amount not-to-exceed \$654,953.75 and authorize the General Manager to sign all the necessary documents.

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

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

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

District staff has been working directly with the design engineers, TJC and Associates, Inc. on sizing calculations and procurement specifications for seven stationary generator/diesel sets (gensets), one portable generator, and six automatic transfer switches (ATS) for the following sites:

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

With the finalized procurement documents, the District sought out proposals via Sourcewell for the above listed gensets and ATS's plus one additional pull behind portable generator. Quinn Cat, out of Salinas, California, provided the District with a Sourcewell Proposal for a total amount of \$654,953.75. The Operations and Maintenance staff have been satisfied with the current



Caterpillar Generators that the District owns as they have proven to be reliable over the years. Also, the District has a very good working relationship with Quinn Cat, as they currently do all emergency repair for the District’s generators.

The proposed six large gensets are Caterpillar made, double wall diesel containment with leak detection and I/O output to allow status monitoring from the Districts SCADA system. The smaller genset is a Taylor brand with the same leak and I/O output as the larger Caterpillar brand. The six transfer switches are ASCO brand and match what the District currently has at most of its pumping stations. Only six ATS’s are required because well 34 currently has an ASCO manual transfer switch (MTS), that will be converted to an ATS during construction. This will reduce costs by eliminating the need to purchase a brand new ATS for that site. Lastly, the proposed pull behind is a 110 Kw, Caterpillar brand, capable of powering most of the District’s lift stations and both District office buildings.

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

Since these pieces of equipment are built on order, and there is currently a delivery wait time of approximately 3-5 months, staff is recommending the Board of Directors accept the proposal in the amount not-to-exceed \$654,953.75 so that an order can be placed immediately. Payment terms are net 30 upon delivery.

Environmental Review Compliance: None required.

Financial Impact:   X   Yes        No Funding Source/Recap: Funding for the purchase of the generators and ATS’s will come from the General Operating Reserves of each cost center proportionate to the cost center where the generators or ATS’s will be placed. When the District acquires the 2019 bond revenue, reserves will be replenished with the proceeds from the bond accordingly.

The following chart represents each cost centers percentage and amount required for the purchase of the generators and ATS. Costs for each generator and ATS were taken directly out of the representing cost center to where the pump station is located. The portable generator was split between all 4 cost centers based off the District’s allocation model.

<b>Cost Center</b>	<b>Percentage of Grand Total</b>	<b>Amount</b>
<b>Ord Water</b>	61.55%	\$403,108.47
<b>Marina Water</b>	9.07%	\$59,422.17
<b>Ord Sewer</b>	16.75%	\$109,689.19
<b>Marina Sewer</b>	12.63%	\$82,733.92
<b>Grand Total</b>	100%	\$654,953.75

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2019-62, a copy of the Sourcewell Generator/ATS proposal, and generator and ATS specification sheets.

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

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Board Action

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

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

September 16, 2019

Resolution No. 2019 - 62  
Resolution of the Board of Directors  
Marina Coast Water District  
Approving the Purchase of Eight New Standby Generators and  
Six New Automatic Transfer Switches from Quinn Cat

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 16, 2019 at 11 Reservation Road, Marina, California.

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

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

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

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

WHEREAS, an emergency was declared on Friday, July 19, 2019 to begin immediate work to design, procure and install the necessary generators to keep District services going in the event of an extended power outage; and,

WHEREAS, the District sought out a proposal via Sourcewell for seven stationary standby generators, one portable standby generator, and six automatic transfer switches; and,

WHEREAS, the District received a proposal from Quinn Cat through Sourcewell for eight standby generators and six new automatic transfer switches, to be built on order, in the amount of \$654,953.75; and,

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

WHEREAS, the purchase is not through Federal funds.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby approve the proposal from Quinn Cat in the amount not-to-exceed \$654,953.75 for eight new standby generators and six new automatic transfer switches and authorizes the General Manager to execute all necessary contracts and documents to procure the equipment.

PASSED AND ADOPTED on September 16, 2019 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

\_\_\_\_\_  
Thomas P. Moore, President

ATTEST:

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-62 adopted September 16, 2019.

\_\_\_\_\_  
Keith Van Der Maaten, Secretary



# QUOTATION

NO. 190623Rev2

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

Date: **September 4, 2019**

Page: **1 of 14**

To: Contact: **Derek Cray**  
 Company: **Marina Coast Water District**  
 Address: **2840 4<sup>th</sup> Ave**  
 City, Zip: **Marina, CA 93933**  
 Phone: **831-883-5903** Email: **dcray@mcwd.org**

Terms: **Net 30**  
 F.O.B. **Jobsite, unloading by others**  
 Sales Rep.: **Samuel Vizcarra**  
 Contact #: **831-750-4072**  
 Email: **svizcarra@quinnpower.com**

Project Name: **MCWD Standby Generator**

Qty:	Description	List Price	Source Well Discount
1	<b>Well 31</b> Caterpillar, Model C13 Diesel Standby Generator Set. Rated 350kW, w/fan, 60Hz,3Ph, 277/480V at 1800 RPM.	\$ 133,819.00	\$ 93,750.00
1	<b>Well 34</b> New Caterpillar, Model C13 Diesel Standby Generator Set. Rated 400kW, w/fan, 60Hz, 3Ph, 277/480V at 1800 RPM.	\$ 138,855.00	\$ 96,500.00
1	<b>Zone B/C</b> Caterpillar, Model C18 Diesel Standby Generator Set. Rated 600kW, w/fan, 60Hz, 3Ph, 277/480V at 1800 RPM.	\$ 173,892.00	\$ 121,070.00
1	<b>Dunes Drive</b> Caterpillar, Model D80-8 Diesel Standby Generator Set. Rated 80kW, w/fan, 60Hz, 3Ph, 277/480V at 1800 RPM.	\$ 44,393.00	\$ 38,200.00
1	<b>East Garrison</b> Caterpillar, Model D100-8 Diesel Standby Generator Set. Rated 100kW, w/fan, 60Hz, 3Ph, 277/480V at 1800 RPM	\$ 46,868.00	\$ 39,900.00
1	<b>Marina Booster</b> Caterpillar, Model C9 Diesel Standby Generator Set. Rated 250kW, w/fan, 60Hz, 3Ph, 277/480V at 1800 RPM.	\$ 110,019.00	\$ 78,520.00
1	<b>Crescent Lift Station</b> Taylor, Model TD8 Diesel Standby Generator Set. Rated 8 W, w/fan, 60Hz, 1PH, 120/240V	\$ 28,275.00	\$ 23,800.00
1	<b>Portable</b> Caterpillar, Model XQ125 Diesel Standby Generator Set. Rated 100kW, w/fan, 60Hz, 1Ph 3Ph, 120/208 120/240 277/480V at 1800 RPM.	\$ 80,943.00	\$ 69,400.00
1	<b>Well #31</b> New ASCO, Series 300 Automatic Transfer Switch, Open Transition. Rated 800A, 3P, 277/480V, 60Hz, 3Ph, NEMA 1 Stainless Enclosure,	\$10,594.00	\$ 6,780.00
2	<b>East Garrison and Dunes</b> New ASCO, Series 300 Automatic Transfer Switch, Open Transition. Rated 100A, 3P, 277/480V, 60Hz, 3Ph, NEMA 4X Enclosure, 65 kAIC WCR. <b>\$4775.00 Each</b>	\$ 7,500.00 Each	\$ 9,550.00 Pr
1	<b>Marina</b> New ASCO, Series 300 Automatic Transfer Switch, Open Transition. Rated 600A, 3P, 277/480V, 60Hz, 3Ph, NEMA1 Enclosure,..	\$ 92,250.00	\$ 5,920.00
1	<b>Crescent</b> New ASCO, Series 300 Automatic Transfer Switch, Open Transition. Rated 70A, 2P, 120/240V, 60Hz, 1Ph, NEMA 3R Enclosure,	\$ 7,600.00	\$ 4,790.00
1	<b>Zone B/C</b> New ASCO, Series 300 Automatic Transfer Switch, Open Transition. Rated 1200A, 3P, 277/480V, 60Hz, 3Ph, NEMA 3R Enclosure,	\$ 17,700.00	\$ 11,320.00
	Total		<b>\$ 599,500.00</b>

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

**Total Price (SALES TAX @ 9.25%):**

**\$ 654,953.75**



# QUOTATION

NO. 190623Rev2

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

Date: September 4, 2019

Page: 2 of 14

## BILL OF MATERIALS

### Genset

#### **Well #31 Pump Station**

EPA STATIONARY EMERGENCY  
60HZ 480 VOLT (WYE)  
STANDBY POWER  
350ekW, 60Hz, 1800rpm  
C13 60HZ PKG 350ekw CERTESE  
UL 2200 LISTED PACKAGE GEN SET  
NO CSA CERTIFICATION  
IBC SEISMIC CERT OF COMPLIANCE  
ENGLISH INSTRUCTION LANGUAGE  
STANDARD WARRANTY  
GENERAL EPG  
PUBLIC OR CIVIL SERVICES  
STANDBY POWER  
AUTHORIZED APPROVAL NUMBER  
PERMANENT MAGNET EXCITATION 03  
LC6114B SE CIP ALT U5  
GEN MOUNTING DUCT PLATE  
INTEGRATED VOLTAGE REGULATOR  
130C TEMP RISE OVER 40C AMB  
680 GAL INTEGRAL TANK BASE  
NO SUB BASE FUEL TANK.  
5 GALLON SPILL CONTAINMENT  
AUD&VIS FUEL ALARM (90% LEVEL)  
SOUND ATT LEVEL 1 ENCLOSURE  
SOUND ATT ENCL LEVEL 1 -WHITE  
150 MPH IBC CERT WIND ENCLOSURE  
NO COLD WEATHER BUNDLE.  
STANDARD PANEL DOOR WITH ENC  
EMCP4.2B CONTROL PANEL  
CONTROL PANEL MOUNTING LEFT  
600:5 CT RATIO  
DISCRETE I/O MODULE  
EXTERNAL ANALOG INPUT  
GEN RUNNING & FAULT RELAY  
HEATER CONTROL GROUP  
STANDARD WET BATTERY  
BATTERY CHARGER 10 AMP DUAL  
JACKET WATER HEATER 240 VAC  
POWER CENTER - RH MOUNTED  
RELAY GROUND FAULT INDICATION  
SINGLE CIRCUIT BREAKER  
600A SINGLE MANUAL CB LS/I  
NO SUSE DECALS & FILMS  
NEUTRAL BAR NTS1  
NOT REQUIRED  
CB CABLE GP ABB/T6-800/600  
NEUTRAL CABLE GP 800A  
STD AIR CLEANER - LIGHT DUTY  
STANDARD RADIATOR  
SA LEVEL 1 MUFFLER  
LOCAL ANNUN NFPA99-110/CSA282  
QTY REMOTE ANNUNC  
ANNUNCIATOR BOX  
QTY REMOTE ANNUNC  
REMOTE E-STOP BUTTON  
NO PRODUCT LINK GEN CELLULAR  
DEVICE SERVER  
STD TEST - PKG GEN SET 0.8 PF  
ALTERNATOR TEST REPORT  
CAT DECALS



# QUOTATION

NO. 190623Rev2

3500 Shepherd Street, City of Industry, California 90601  
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## Well #34 Pump Station

EPA STATIONARY EMERGENCY  
60HZ 480 VOLT (WYE)  
STANDBY POWER  
400ekW, 60Hz, 1800rpm  
C13 60HZ PKG 400ekw CERTESE  
UL 2200 LISTED PACKAGE GEN SET  
NO CSA CERTIFICATION  
IBC SEISMIC CERT OF COMPLIANCE  
ENGLISH INSTRUCTION LANGUAGE  
STANDARD WARRANTY  
GENERAL EPG  
PUBLIC OR CIVIL SERVICES  
STANDBY POWER  
AUTHORIZED APPROVAL NUMBER  
PERMANENT MAGNET EXCITATION 03  
LC6114D SE CIP ALT 1Q  
GEN MOUNTING DUCT PLATE  
INTEGRATED VOLTAGE REGULATOR  
105C TEMP RISE OVER 40C AMB  
680 GAL INTEGRAL TANK BASE  
NO SUB BASE FUEL TANK.  
5 GALLON SPILL CONTAINMENT  
AUD&VIS FUEL ALARM (90% LEVEL)  
SOUND ATT LEVEL 1 ENCLOSURE  
SOUND ATT ENCL LEVEL 1 -WHITE  
150 MPH IBC CERT WIND ENCLOSURE  
NO COLD WEATHER BUNDLE.  
STANDARD PANEL DOOR WITH ENC  
EMCP4.2B CONTROL PANEL  
CONTROL PANEL MOUNTING LEFT  
800:5 CT RATIO  
DISCRETE I/O MODULE  
EXTERNAL ANALOG INPUT  
GEN RUNNING & FAULT RELAY  
HEATER CONTROL GROUP  
STANDARD WET BATTERY  
BATTERY CHARGER 10 AMP DUAL  
JACKET WATER HEATER 240 VAC  
POWER CENTER - RH MOUNTED  
RELAY GROUND FAULT INDICATION  
SINGLE CIRCUIT BREAKER  
800A SINGLE MANUAL CB LS/I  
NO SUSE DECALS & FILMS  
NEUTRAL BAR NTS1  
NOT REQUIRED  
CB CABLE GP ABB/T6-800/600  
NEUTRAL CABLE GP 800A  
STD AIR CLEANER - LIGHT DUTY  
STANDARD RADIATOR  
SA LEVEL 1 MUFFLER  
LOCAL ANNUN NFPA99-110/CSA282  
QTY REMOTE ANNUNC  
ANNUNCIATOR BOX  
QTY REMOTE ANNUNC  
REMOTE E-STOP BUTTON  
NO PRODUCT LINK GEN CELLULAR  
DEVICE SERVER  
STD TEST - PKG GEN SET 0.8 PF  
CAT DECALS



# QUOTATION

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## Zones B/C Booster Pump Station

EPA STATIONARY EMERGENCY  
60HZ 480 VOLT (WYE)  
STANDBY POWER  
600eKW, 60Hz, 1800rpm  
C18 60HZ PKG 600 CERTESE  
UL 2200 LISTED PACKAGE GEN SET  
NO CSA CERTIFICATION  
IBC SEISMIC CERT OF COMPLIANCE  
ENGLISH INSTRUCTION LANGUAGE  
STANDARD WARRANTY  
GENERAL EPG  
PUBLIC OR CIVIL SERVICES  
STANDBY POWER  
AUTHORIZED APPROVAL NUMBER  
PERMANENT MAGNET EXCITATION 04  
LC7024J AREP CIP ALT 65  
GEN MOUNTING DUCT PLATE  
INTEGRATED VOLTAGE REGULATOR  
105C TEMP RISE OVER 40C AMB  
WIDE BASE W/EXTENSION 07  
NO MICHIGAN TANK KITBUNDLE  
SUB TANK BASE (1000 GAL.)  
5 GALLON SPILL CONTAINMENT  
AUD&VIS FUEL ALARM (90% LEVEL)  
LEVEL 1 SOUND ATTEN WHITE J6  
NO COLD WEATHER BUNDLE.  
EMCP4.2B CONTROL PANEL  
CONTROL PANEL MOUNTING LEFT  
1000:5 CT RATIO  
DISCRETE I/O MODULE  
EXTERNAL ANALOG INPUT  
GEN RUNNING & FAULT RELAY  
HEATER CONTROL GROUP  
STANDARD WET BATTERY  
BATTERY CHARGER 10 AMP DUAL  
JACKET WATER HEATER 240 VAC  
POWER CENTER - RH MOUNTED  
RELAY GROUND FAULT INDICATION  
SINGLE CIRCUIT BREAKER  
1200A SINGLE MANUAL CB LS/I  
NO SUSE DECALS & FILMS  
NEUTRAL BAR NTS1200  
CB CABLE GP ABB/T7-1200  
NEUTRAL CABLE GP 1200A  
STD AIR CLEANER - LIGHT DUTY  
STANDARD RADIATOR  
ENCLOSURE SILENCER  
LOCAL ANNUN NFPA99-110/CSA282  
QTY REMOTE ANNUNC  
ANNUNCIATOR BOX  
QTY REMOTE ANNUNC  
REMOTE E-STOP BUTTON  
NO PRODUCT LINK GEN CELLULAR  
DEVICE SERVER  
STD TEST - PKG GEN SET 0.8 PF  
CAT DECALS





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## Dunes Drive Lift Station

EPA STATIONARY EMERGENCY  
60HZ 3PH 480/277V VOP601  
STANDBY POWER  
60 Hz, 80 kW  
D80-8 60HZ 480V  
ENGLISH PANEL LANGUAGE  
UL 2200 LISTED PACKAGE GEN SET  
NO CSA CERTIFICATION  
IBC SEISMIC CERT OF COMPLIANCE  
ENGLISH INSTRUCTION LANGUAGE  
STANDARD WARRANTY  
GENERAL EPG  
PUBLIC OR CIVIL SERVICES  
STANDBY POWER  
AUTHORIZED APPROVAL NUMBER  
LC3114D 60Hz SE ALT Z5  
PERMANENT MAGNET EXCITATION  
105C TEMP RISE OVER 40C AMB  
SKID WITH FUEL TANK  
FUEL SUB-BASE TANK 209 GALLON  
5 GALLON SPILL CONTAINMENT  
NO TANKS RISER  
Standard vent pipe 12ft Extens  
EMERGENCY VENT UL-3"  
Fuel Level Alarms / SD  
L1 SOUND ATTENUATED (WHITE)  
IBC CERTIFICATION WIND ENCLOSURE  
CAT White  
EMCP4.2B CONTROL PANEL  
NFPA BUNDLE  
DISCRETE I/O MODULE SHIP LOOSE  
STANDARD BATTERY  
NFPA BATT CHARGER UL10A 120VAC  
JACKET WATER HEATER  
NO EXTERNAL EMERGENCY STOP  
OIL TEMP GAUGE AND SENDER  
VOLT FREE CONTACTS GENSET RUN  
LOW COOLANT LEVEL SHUTDOWN 1  
OVERLOAD ALARM SWITCH PPo1\_I  
SEISMIC VIBRATION ISOLATOR (C)  
LOW COOLANT TEMP ALARM.  
PANEL MOUNTED AUDIBLE ALARM  
CONTROL PANEL OPTIONS BOX  
ENGINE OPTION HARNESS  
NO POWER TERMINAL STRIP  
RELAY GROUND FAULT INDICATION  
SINGLE CIRCUIT BREAKER  
100A 100% RATED BREAKER  
NO CIRCUIT BREAKER REQUIRED  
NO SUSE DECALS & FILMS  
AUXILIARY CONTACTS  
NO SUSE 1ST CB 100A OR LESS  
NOT REQUIRED.  
CARTRIDGE TYPE AIR FILTER  
STANDARD RADIATOR  
ENCLOSURE SILENCER  
ANNUNCIATOR BOX  
QTY REMOTE ANNUNC  
RS-485 HARNESS  
STD TEST - PKG GEN SET 0.8 PF



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## East Garrison Lift Station

EPA STATIONARY EMERGENCY  
60HZ 3PH 480/277V VOP601  
STANDBY POWER  
60 Hz, 100 kW  
D100-8 60HZ 480V  
ENGLISH PANEL LANGUAGE  
UL 2200 LISTED PACKAGE GEN SET  
NO CSA CERTIFICATION  
IBC SEISMIC CERT OF COMPLIANCE  
ENGLISH INSTRUCTION LANGUAGE  
STANDARD WARRANTY  
GENERAL EPG  
PUBLIC OR CIVIL SERVICES  
STANDBY POWER  
AUTHORIZED APPROVAL NUMBER  
LC3114F 60Hz SE ALT Z6  
PERMANENT MAGNET EXCITATION  
105C TEMP RISE OVER 40C AMB  
SKID WITH FUEL TANK  
FUEL SUB-BASE TANK 209 GALLON  
5 GALLON SPILL CONTAINMENT  
NO TANKS RISER  
Standard vent pipe 12ft Extens  
EMERGENCY VENT UL-3"  
Fuel Level Alarms / SD  
L1 SOUND ATTENUATED (WHITE)  
IBC CERTIFICATION WIND ENCLOSURE  
CAT White  
EMCP4.2B CONTROL PANEL  
NFFPA BUNDLE  
DISCRETE I/O MODULE SHIP LOOSE  
STANDARD BATTERY  
NFFPA BATT CHARGER UL10A 120VAC  
JACKET WATER HEATER  
NO EXTERNAL EMERGENCY STOP  
VOLT FREE CONTACTS GENSET RUN  
LOW COOLANT LEVEL SHUTDOWN 1  
OVERLOAD ALARM SWITCH PPo1\_I  
SEISMIC VIBRATION ISOLATOR (C)  
LOW COOLANT TEMP ALARM.  
PANEL MOUNTED AUDIBLE ALARM  
CONTROL PANEL OPTIONS BOX  
ENGINE OPTION HARNESS  
NO POWER TERMINAL STRIP  
RELAY GROUND FAULT INDICATION  
SINGLE CIRCUIT BREAKER  
100A 100% RATED BREAKER  
NO CIRCUIT BREAKER REQUIRED  
NO SUSE DECALS & FILMS  
AUXILIARY CONTACTS  
NO SUSE 1ST CB 100A OR LESS  
NOT REQUIRED.  
CARTRIDGE TYPE AIR FILTER  
STANDARD RADIATOR  
ENCLOSURE SILENCER  
RS-485 HARNESS  
STD TEST - PKG GEN SET 0.8 PF



# QUOTATION

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## Marina Booster Pump Station

STANDBY POWER  
EPA STATIONARY EMERGENCY  
UL 2200 LISTED PACKAGE GEN SET  
NO CSA CERTIFICATION  
IBC SEISMIC CERT OF COMPLIANCE  
60HZ 480 VOLT (WYE)  
250ekW, 60Hz, 1800rpm  
NO COLD WEATHER BUNDLE.  
C9 60Hz 250ekW  
105C TEMP RISE OVER 40C AMB  
LC5014J SE-CIP ALT  
EMCP4.2B CONTROL PANEL  
ENGLISH INSTRUCTION LANGUAGE  
STANDARD WARRANTY  
GENERAL EPG  
PUBLIC OR CIVIL SERVICES  
STANDBY POWER  
RELAY GROUND FAULT INDICATION  
GEN RUNNING & FAULT RELAY  
CONTROL PANEL MOUNTING LEFT  
LOCAL ANNUN NFPA99-110/CSA282  
ANNUNCIATOR BOX  
REMOTE E-STOP BUTTON  
NO PRODUCT LINK GEN CELLULAR  
DECLINE / NOTAPPLICABLE  
DISCRETE I/O MODULE  
DEVICE SERVER  
EXTERNAL ANALOG INPUT  
600:5 CT RATIO  
SINGLE CIRCUIT BREAKER  
600A LSI SINGLE MANUAL CB  
POWER CENTER - RH MOUNTED  
NO SUSE DECALS & FILMS  
NEUTRAL BAR NTS1  
CB CABLE GP ABB/T6-800/600  
NEUTRAL CABLE GP 400A  
WIDE BASE  
660 GALLON SUB TANK BASE  
5 GALLON SPILL CONTAINMENT  
GEN MOUNTING DUCT PLATE  
L1 SOUND ATTENUATED - WHITE  
STANDARD RADIATOR  
ENCLOSURE SILENCER  
150 MPH IBC CERT WIND ENCLOSURE  
INTEGRATED VOLTAGE REGULATOR  
PERMANENT MAGNET EXCITATION 03  
STD AIR CLEANER - LIGHT DUTY  
STANDARD WET BATTERY  
BATTERY CHARGER 10 AMP DUAL  
JACKET WATER HEATER 2KW 240VAC  
HEATER CONTROL GROUP  
STD TEST - PKG GEN SET 0.8 PF  
CAT DECALS  
AUTHORIZED APPROVAL NUMBER



# QUOTATION

NO. 190623Rev2

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## Crescent Street Lift Station

☐ TAYLOR Model TD8: Engine Driven Generator Set  
Rated: 8 Kw, EPA Stationary Standby, 120/240 Volt, 1 Phase, 60 Hz  
Unit Features:

- ▶ Perkins Engine
  - Model - 403F-11
  - Heavy Duty Air Cleaner w/Service Indicator
  - 50 C Ambient Radiator
  - Mechanical Governor with 0.75% Frequency Regulation
- ▶ Marathon Alternator
  - Model - 281CSL1502
  - Brushless Rotating Field Generator with Class H Insulation
  - 1% AVR, No PMG
  - Tropical Coating
- ▶ Circuit Breaker
  - 35 Amp, H- Frame, Square D, 100% Rated, Thermal Magnetic, Main Line Circuit Breaker
- ▶ TAYLOR DGC2020 Control Panel

Taylor Power Systems DGC-2020 digital genset controller provides integrated engine-genset control, protection, and metering in a single package.

Microprocessor based technology allows for exact measurement, setpoint adjustment, and timing functions. Front panel controls and indicators enable quick and simple DGC-2020 operation. A wide temperature-range liquid crystal display (LCD) with backlighting can be viewed under a wide range of ambient light and temperature conditions

- ▶ DGC2020 Contact Expansion Module
- ▶ Heavy Duty Integral Vibration Isolators between Engine/Alternator and Base
- ▶ Oil Drain Kit (Oil Drain Piped to Edge of Skid w/Valve)
- ▶ Lube Oil & Antifreeze (Initial Fill)
- ▶ Battery Rack & Cables
- ▶ Wide Skid Base
- ▶ Flex Fuel Lines
- ▶ 120V, 1500W Block Heater
- ▶ Battery Charger: SENS MicroGenius 2 (10Amp/12Volt)
- ▶ 12V Lead Acid Battery, 450CCA
- ▶ Sound Attenuated Weather Galvanneal Enclosure w/Internal Critical Silencer. 1 Inch UL-94 Sound Attenuating Foam. Heavy Duty 14 Ga. Galvanneal

### Steel

- Peaked Roof
- Bolted Construction
- Lockable Doors
- Stainless Steel Hardware
- Powder Coat Finish
- ▶ 80 Gal., UL 142, Subbase Tank, Closed Top Diked Rupture Basin
- Emergency & Normal Vents (Internal)
- Low Fuel Level & Fuel in Basin Switch
- Mechanical Fuel Level Gauge
- Fuel Level Sender
- Manual Fill w/Locking Cap
- 49 Hrs @ 100% Standby Load.

### Misc:

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



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## Portable

PRIME POWER  
EPA/CARB TIER 4F EMISSION CERT  
60 Hz, 100 kW  
480V 60 HZ (XQ125)  
125C TEMP RISE OVER 40C AMB  
STANDARD ALTERNATOR  
EMCP4.2B CONTROL PANEL  
ENGLISH INSTRUCTION LANGUAGE  
STANDARD WARRANTY  
NO DPF EXTENDED SERVICE CVRG  
NO SCR EXTENDED SERVICE CVRG  
INSIDE US EPA LOCATIONS  
GENERAL EPG  
PUBLIC OR CIVIL SERVICES  
STANDBY POWER  
STANDARD GOVERNOR  
DFA CONTRACT NUMBER  
3POLE CB  
STANDARD BASE  
TRAILER ELECTRIC BRAKES  
HITCH PINTLE  
STANDARD ENCLOSURE  
STANDARD RADIATOR  
STANDARD MUFFLER  
NO CLEAN EMISSIONS MODULE  
3 PHASE NEMA LOCK RECEPTACLE  
IVR12 PERMANENT MAGNET  
NO SPACE HEATER REQUIRED  
INTEGRATED VOLTAGE REGULATOR  
WET BATTERY (B1W)  
BATTERY CHARGER UL10A 120VAC  
JACKET WATER HEATER  
NO PUMP ELECTRONIC TANK UNIT  
STANDARD TEST REPORT  
AUTHORIZED APPROVAL NUMBER

## #1 ATS AMPS: 0800 QTY: 1 Well #31

Product : Series 300 Catalog Number : H03ATSA30800NGXU,11BE,18RX  
44G,125A,131  
Service Voltage / Hz : 480V/60Hz Optional Accessories : 131,11BE,18RX,44G 125A  
Activate 31Z  
Bypass Isolation : Not Applicable Product Description : 300 Series, Automatic Open  
Transition Transfer Switch  
No. of Switched Poles : 3 Neutral Configuration : Solid [A]  
Withstand Rating: : See WCR table below No. of Cables & Lug  
Size : 4, 1/0 AWG to 600 MCM  
Frame = H, Switch Rating = 0800, Series = 300  
Enclosure : 4X(U)-UL Type 4X - 316  
Stainless Steel Service : Three Phase, 4-wire  
Extended Warranty : Not Included Markings : Item1: ATS for Gen 350 DWG# E-1



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## #2 ATS AMPS: 0104 QTY: 2 East Garrison & Dunes Drive

Product : Series 300 Catalog Number : D03ATSA30104NGXU,11BE,18RX  
44G,125A,131  
Service Voltage / Hz : 480V/60Hz Optional Accessories : 131,11BE,18RX,44G 125A  
Activate 31Z  
Bypass Isolation : Not Applicable Product Description : 300 Series, Automatic Open  
Transition Transfer Switch  
No. of Switched Poles : 3 Neutral Configuration : Solid [A]  
Withstand Rating: : See WCR table below No. of Cables & Lug  
Size : 1, #14 to 4/0 AWG  
Frame = D, Switch Rating = 0104, Series = 300  
Enclosure : 4X(U)-UL Type 4X - 316  
Stainless Steel Service : Three Phase, 4-wire  
Extended Warranty : Not Included Markings : Item1: ATS for Gen 80KW DWG E-2

## #4 ATS AMPS: 0070 QTY: 1 Crescent Street

Product : Series 300 Catalog Number : D03AUSA20070FGXM,11BE,18RX  
44G,125A,131  
Service Voltage / Hz : 240V/60Hz Optional Accessories : 131,11BE,18RX,44G 125A  
Activate 31Z  
Bypass Isolation : Not Applicable Product Description : 300 Series, Automatic Service  
Entrance Transfer Switch  
No. of Switched Poles : 2 Neutral Configuration : Solid [A]  
Withstand Rating: : See WCR table below No. of Cables & Lug  
Size : See Applicable Outline Drawing  
Frame = D, Switch Rating = 0070, Series = 300  
Enclosure :  
3R(M)-UL Type 3R secure  
double door enclosure (See  
Disclaimer 3)  
Service : Single Phase, 3-wire  
Extended Warranty : Not Included Markings : Item1: ATS for Gen 8KW DWG # E-3

## #5 ATS AMPS: 0600 QTY: 1 Marina Booster

Product : Series 300 Catalog Number : J03ATSA30600NGXU,11BE,18RX  
44G,125A,131  
Service Voltage / Hz : 480V/60Hz Optional Accessories : 131,11BE,18RX,44G 125A  
Activate 31Z  
Bypass Isolation : Not Applicable Product Description : 300 Series, Automatic Open  
Transition Transfer Switch  
No. of Switched Poles : 3 Neutral Configuration : Solid [A]  
Withstand Rating: : See WCR table below No. of Cables & Lug  
Size : 2, 1/0 AWG to 600 MCM  
Frame = J, Switch Rating = 0600, Series = 300  
Enclosure : 4X(U)-UL Type 4X - 316  
Stainless Steel Service : Three Phase, 4-wire  
Extended Warranty : Not Included Markings : Item1: ATS for Gen 200KW DWG # E-3



# QUOTATION

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## #6 ATS AMPS: 1200 QTY: 1 Zones B/C

Product : Series 300 Catalog Number : H03ATSA31200NGXM,11BE,18RX

44G,125A,131

Service Voltage / Hz : 480V/60Hz Optional Accessories : 131,11BE,18RX,44G 125A

Activate 31Z

Bypass Isolation : Not Applicable Product Description : 300 Series, Automatic Open Transition Transfer Switch

No. of Switched Poles : 3 Neutral Configuration : Solid [A]

Withstand Rating: : See WCR table below No. of Cables & Lug

Size : 4, 1/0 AWG to 600 MCM

Frame = H, Switch Rating = 1200, Series = 300

Enclosure :

3R(M)-UL Type 3R secure

double door enclosure (See

Disclaimer 3)

Service : Three Phase, 4-wire

Extended Warranty : Not Included Markings : Item1: ATS for Gen 600KW DWG # E-4

### Accessories and/or modifications

Initial fill of coolant and lube oil

(1 set) Operation & Maintenance manuals (electronic copy) \* (additional sets, at additional cost)

Factory standard warranty - 2 years from startup service

### QPS field work

Delivery to jobsite (offload/crane service by others)

Level 1 Startup Service [incl. generator inspection & transfer test] ~

Level 2 Startup Service [incl. generator inspection & 2hr load bank test] ~

Basic Demonstration – [included at no charge, if provided during the time of startup].

\*\* See adder price below for a separate training session\*\*

### Not included

Sales tax

Air, building or construct permits

Offloading/crane service of equipment off delivery truck

Installation, wiring, piping, plumbing or anchoring of equipment

Diesel fuel, initial fill or for testing

### Optional adders

Anchor Calculations – Add: \$500.00 (per piece of equipment)

OSHPD Pre-Approval Labeling – Add: C4.4-C7.1 \$1,200.00 / C9-C18 \$1,700.00 / C27 \$6,500.00

**QPS Standard Field Testing Service:**

C4.4 –C7.1&Gas Level 3 Startup Service [incl. generator inspection & a 4hr load bank test] ~ – Add: \$1,890.00

C4.4 –C7.1&Gas NFPA 110 Startup Service [incl. generator inspection, 2hr load bank & 2hr building load test] ~ – Add: \$2,470.00

C9 Level 3 Startup Service [incl. generator inspection & a 4hr load bank test] ~ – Add: \$2,350.00

C9 NFPA 110 Startup Service [incl. generator inspection, 2hr load bank & 2hr building load test] ~ – Add: \$2,940.00

C13-15 Level 3 Startup Service [incl. generator inspection & a 4hr load bank test] ~ – Add: \$2,590.00

C13-15 NFPA 110 Startup Service [incl. generator inspection, 2hr load bank & 2hr building load test] ~ – Add: \$3,410.00

Pre-Startup Readiness Inspection (single day visit with contractor) – Add: \$1,600.00

\*\* Additional PM levels available for Genset, ATS and Load Bank Testing. Call for a quotation! \*\*

IR Scanning [at 60 days & at 11 months after installation, includes test report, genset and single ATS] – Add: \$4,900.00



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**CAT Standby Genset: Extended Service Coverage (2019) – 5 year / 2500 hours, levels:**

C4.4 (D40-D100)	Silver (Add: \$700); Gold (Add: \$1,050); Platinum (Add: \$1,230); Platinum Plus (Add: \$1,400)
C7.1 (D125-D200)	Silver (Add: \$740); Gold (Add: \$1,100); Platinum (Add: \$1,290); Platinum Plus (Add: \$1,460)
C9 (200-300kw)	Silver (Add: \$850); Gold (Add: \$1,260); Platinum (Add: \$1,480); Platinum Plus (Add: \$1,690)
C13 (350-400kw)	Silver (Add: \$910); Gold (Add: \$1,380); Platinum (Add: \$1,600); Platinum Plus (Add: \$1,830)
C15 (350-500kw)	Silver (Add: \$940); Gold (Add: \$1,410); Platinum (Add: \$1,650); Platinum Plus (Add: \$1,890)
C18 (550-750kw)	Silver (Add: \$980); Gold (Add: \$1,460); Platinum (Add: \$1,710); Platinum Plus (Add: \$1,950)

\*\* Alternate ESC available with 3 to 10 year term lengths, for prime power application, ATS's, Rental and Tier4 Final units. Call for a quotation! \*\*

- \* = Shipped loose to jobsite, installed on site by others.
- ^ = Installed, assembled or prepared by QPS or 3<sup>rd</sup> party.
- + = Pre-assembled, removed for shipping, re-installed on site by others.
- ~ = Service truck must be able to park within 25ft horizontally & vertically of unit, over 25ft at additional cost, based on T&M and billed direct from QPS Service department.

**Availability:**

- Submittals:** Estimated (2-6 Weeks) on receipt and approval of purchase order. (1 electronic copy)
- Equipment:** Estimated (12-20 Weeks) for factory build time after submittal approval.
- Modifications:** Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.
- Not included:** Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.

**\*\* Equipment prices and lead times are subject to change without notice.\*\***

## NOTES, EXCEPTIONS, CLARIFICATION

- Quinn Power Systems is not a general, electrical or installing contractor. Providing equipment and services as described above only.
- The equipment offered in this proposal is CAT standard product (with modifications) as listed above based on 1) specification section 26 32 00 (# pages, dated 08/16/2019) and/or single line drawing XX (dated 08/16/2019) provided for review. No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included in this proposal and as listed below.
- Quotation does not include any Sales Tax, Air District or Building Permits, Off-loading or Crane Services, Installation or Anchoring, Initial Fuel fill or Test fuel, Major Testing unless otherwise specified in the Bill of Materials.
- Depending on final height of installed generator set, a working platform may be required to access the control panel and maintenance doors. Platforms are not included in this proposal, unless stated above. Call for revised quotation if required.
- Startup/Commissioning Services are provided for CAT factory/QPS supplied equipment only. Scope of work for Startup Services available upon request. Out of Scope services are billed on a Time & Material basis in the field at purchaser's expense. QPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.
- Exception taken to any NETA 3<sup>rd</sup> party or independent testing requirements. Any and all testing as listed above to be provided by QPS technicians.
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### EMISSIONS NOTE

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

### TERMS AND CONDITIONS

#### 1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

#### 2. Liability.

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

#### 3. Shipments.

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

#### 4. Termination.

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

#### 5. Taxes.

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

#### 6. Patents.

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

#### 7. Changes.

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

#### 8. Export Sales.

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

#### 9. Permits for Equipment Design, Installation and Operation.

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

#### 10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and



# QUOTATION

NO. 190623Rev2

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

Date: September 4, 2019

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comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

**11. Additional material.**

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

**12. Hours of services.**

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

**13. Warranty.**

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

**14. Terms.**

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

**15. Cost additives.**

**A: Unit Cost.**

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

**B: Delays.**

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

**C: Start up.**

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

**16. Lead Times.**

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

**17. Governing Law and Venue.**

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

**18. Attorneys' Fees and Costs.**

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

**19. Additional Conditions.**

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

**ACCEPTED BY:**

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

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**P.O. #:** \_\_\_\_\_

**SUBMITTED BY:**

**By: Samuel Vizcarra**

**Quinn Power Systems**

**Phone: 831-750-4072**

**Standby & Prime: 60 Hz, 480V**



Engine Model	Cat® C13 ACERT™ In-line 6, 4-cycle diesel
Bore x Stroke	130mm x 157mm (5.1in x 6.2in)
Displacement	12.5 L (763 in³)
Compression Ratio	16.3:1
Aspiration	Turbocharged Air-to-Air Aftercooled
Fuel Injection System	MEUI
Governor	Electronic ADEM™ A4

Standby	Prime	Performance Strategy
<b>350 ekW, 437.50 kVA</b>	<b>320 ekW, 400 kVA</b>	<b>TIER III Non-Road</b>

## PACKAGE PERFORMANCE

Performance	Standby		Prime	
Frequency	60 Hz		60 Hz	
Genset power rating	437.50 kVA		400 kVA	
Genset power rating with fan @ 0.8 power factor	350 ekW		320 ekW	
Fuelling strategy	TIER III Non-Road		TIER III Non-Road	
Performance number	EM1692-00		EM1693-00	
<b>Fuel Consumption</b>				
100% load with fan	94.3 L/hr	24.9 gal/hr	88.6 L/hr	23.4 gal/hr
75% load with fan	81.9 L/hr	21.6 gal/hr	76.8 L/hr	20.3 gal/hr
50% load with fan	60.2 L/hr	15.9 gal/hr	55.7 L/hr	14.7 gal/hr
25% load with fan	34.3 L/hr	9.1 gal/hr	32.0 L/hr	8.5 gal/hr
<b>Cooling System<sup>1</sup></b>				
Radiator air flow restriction (system)	0.12 kPa	0.48 in. Water	0.12 kPa	0.48 in. Water
Radiator air flow	497 m³/min	17551 cfm	497 m³/min	17551 cfm
Engine coolant capacity	14.2 L	3.8 gal	14.2 L	3.8 gal
Radiator coolant capacity	30 L	8 gal	30 L	8 gal
Total coolant capacity	34 L	12 gal	34 L	12 gal
<b>Inlet Air</b>				
Combustion air inlet flow rate	24.8 m³/min	874.4 cfm	24.2 m³/min	855.1 cfm
Max. allowable combustion air inlet temp	49 °C	120 °F	49 °C	121 °F
<b>Exhaust System</b>				
Exhaust stack gas temperature	571.2 °C	1060.1 °F	563.9 °C	1047.0 °F
Exhaust gas flow rate	73.4 m³/min	2591.3 cfm	71.0 m³/min	2508.3 cfm
Exhaust system backpressure (maximum allowable)	10.0 kPa	40.0 in. water	10.0 kPa	40.0 in. water
<b>Heat Rejection</b>				
Heat rejection to jacket water	143 kW	8132 Btu/min	135 kW	7703 Btu/min
Heat rejection to exhaust (total)	360 kW	20484 Btu/min	344 kW	19549 Btu/min
Heat rejection to aftercooler	55 kW	3108 Btu/min	51 kW	2881 Btu/min
Heat rejection to atmosphere from engine	47 kW	2694 Btu/min	47 kW	2687 Btu/min
Heat rejection from alternator	24 kW	1382 Btu/min	22 kW	1245 Btu/min

Emissions (Nominal) <sup>2</sup>	Standby		Prime	
NOx	2243.6 mg/Nm <sup>3</sup>	4.5 g/hp-hr	1888.6 mg/Nm <sup>3</sup>	3.9 g/hp-hr
CO	676.7 mg/Nm <sup>3</sup>	1.4 g/hp-hr	694.7 mg/Nm <sup>3</sup>	1.4 g/hp-hr
HC	6.2 mg/Nm <sup>3</sup>	0.01 g/hp-hr	7.5 mg/Nm <sup>3</sup>	0.02 g/hp-hr
PM	39.8 mg/Nm <sup>3</sup>	0.1 g/hp-hr	41.9 mg/Nm <sup>3</sup>	0.1 g/hp-hr
Alternator <sup>3</sup>	Standby		Prime	
Voltages	480V		480V	
Motor starting capability @ 30% Voltage Dip	880 skVA		880 skVA	
Current	526 amps		481 amps	
Frame Size	LC6114B		LC6114B	
Excitation	SE		SE	
Temperature Rise	130 ° C		105 ° C	

## DEFINITIONS AND CONDITIONS

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

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

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

## APPLICABLE CODES AND STANDARDS:

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

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

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

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

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

Fuel Rates are based on fuel oil of 35° API [16° C (60° F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29° C (85° F) and weighing 838.9 g/litre (7.001 lbs/U.S. gal.). Additional ratings may be available for specific customer requirements, contact your Caterpillar representative for details. For information regarding Low Sulfur fuel and Biodiesel capability, please consult your Cat dealer.

LEHE1572-01 (11/18)

## BUILT FOR IT.™

## C4.4 Generator Set

### Electric Power



Caterpillar is leading the power generation marketplace with Power Solutions engineered to deliver unmatched flexibility, expandability, reliability, and cost-effectiveness.

Image shown may not reflect actual configuration

## Specifications

Generator Set Specifications	
Rating	80 ekW (100 kVA)
Voltage	480 Volts
Frequency	60 Hz
Speed	1800 rpm

Generator Set Configurations	
Emissions/Fuel Strategy	U.S. EPA Certified for Stationary Emergency Application (Tier 3 Nonroad Equivalent Emission Standards)

Engine Specifications		
Engine Model	C4.4 Vertical In-line 4, 4-cycle diesel	
Bore	105.0 mm	4.13 in
Displacement	4.4 L	268.5 in <sup>3</sup>
Stroke	127.0 mm	5.0 in
Compression Ratio	16.7:1	
Aspiration	Turbocharged Air-to-Air-Aftercooled	
Governor Type	Electronic	
Fuel System	Common Rail	

Package Dimensions*		
Length	2362 mm	93 in
Width	1110 mm	44 in
Height	1304 mm	51 in
Weight†	1130 kg	2491 lb

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

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

## Benefits & Features

### Cat® Diesel Engine

- Reliable, rugged, durable design
- Field-proven in thousands of applications worldwide
- Four-stroke cycle diesel engine combines consistent performance and excellent fuel economy with minimum weight
- Electronic engine control

### Generator

- Matched to the performance and output characteristics of Cat engines
- Industry-leading mechanical and electrical design
- Industry-leading motor starting capabilities
- High efficiency

### Cat EMCP Control Panel

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

### Seismic Certification

- Seismic certification available.
- Anchoring details are site specific, and are dependent on many factors such as generator set size, weight, and concrete strength.
- IBC certification requires that the anchoring system used is reviewed and approved by a professional engineer.
- Seismic certification per applicable building codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, CBC 2007, CBC 2010.

### Design Criteria

- The generator set accepts 100% rated load in one step per NFPA 110 and meets ISO 8528-5 transient response.
- Cooling system designed to operate in 50°C/122°F ambient temperatures with an air flow restriction of 0.5 in. water.

### UL 2200/CSA – Optional

- UL 2200 Listed
- CSA Certified

Certain restrictions may apply. Consult with your Cat dealer.

### Single-Source Supplier

Fully prototype tested with certified torsional vibration analysis.

### Worldwide Product Support

Cat dealers provide extensive post-sale support including maintenance and repair agreements. Cat dealers have over 1,800 dealer branch stores operating in 200 countries. The Cat S•O•S<sup>SM</sup> program cost effectively detects internal engine component condition, even the presence of unwanted fluids and combustion by-products.

## Standard Equipment

### Air Inlet

- Single element Air filter

### Cooling

- Radiator and cooling fan complete with protective guards
- Standard ambient temperatures up to 50°C (122°F)

### Exhaust

- Exhaust flange outlet

### Fuel

- Primary and secondary fuel filters
- Fuel priming pump
- Flexible fuel lines

### Generator

- Matched to the performance and output characteristics of Cat engines
- Load adjustment module provides engine relief upon load impact and improves load acceptance and recovery time
- IP23 protection
- Integrated Voltage Regulation

### Governor

- Electronic governor – ADEM™ A4

### Control Panels

- EMCP 4.2 Series generator set controller

### Mounting

- Rubber vibration isolators

### Starting/Charging

- 12 volt starting motor
- Battery with rack and cables

### General

- Paint – Caterpillar Yellow except rails and radiators gloss black

## Optional Equipment

### Exhaust

- Industrial, residential, critical mufflers

### Generator

- Excitation: [ ] Permanent Magnet Excited (PM) [ ] Internally Excited (IE)
- Anti-condensation heater
- Oversize and premium generators

### Starting/Charging

- Battery charger – UL 10 amp
- Battery disconnect switch
- Jacket water heater

### General

- UL 2200
- CSA Certification
- Enclosures: sound attenuated, weather protective
- Sub-base dual wall UL Listed fuel tanks
- Automatic transfer switches (ATS)



**C4.4**

**80 ekW/ 100 kVA/ 60 Hz/ 1800 rpm/ 480V/ 0.8 Power Factor**

**Rating Type: STANDBY**

**Emissions: U.S. EPA Certified for Stationary Emergency Application  
(Tier 3 Nonroad Equivalent Emission Standards)**

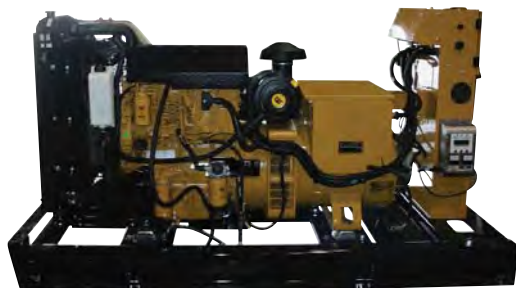


Image shown may not reflect actual configuration

**D80-8  
80 ekW/ 100 kVA  
60Hz/ 1800 rpm/ 480V**

**Package Performance**

Generator Set Power Rating with Fan @ 0.8 Power Factor	80 ekW
Generator Set Power Rating	100 kVA

**Fuel Consumption**

100% Load With Fan	23.7 L/hr	6.3 gal/hr
75% Load With Fan	19.0 L/hr	5.0 gal/hr
50% Load With Fan	13.9 L/hr	3.7 gal/hr

**Cooling System<sup>1</sup>**

Engine Coolant Capacity	7.0 L	1.8 gal
Radiator Coolant Capacity	10.0 L	2.6 gal
Engine Coolant Capacity with Radiator/Exp Tank	17.0 L	4.5 gal
Air Flow Restriction (System)	0.12 kPa	0.48 in. water

**Inlet Air**

Combustion Air Inlet Flow Rate	7.8 m <sup>3</sup> /min	275 cfm
--------------------------------	-------------------------	---------

**Exhaust System**

Exhaust Stack Gas Temperature	630°C	1166°F
Exhaust Gas Flow Rate	17.6 m <sup>3</sup> /min	620 cfm
Exhaust System Backpressure (maximum allowable)	15.0 kPa	60.2 in. water
Exhaust Flange Size (internal diameter)	64 mm	2.5 in

**C4.4**

**80 ekW/ 100 kVA/ 60 Hz/ 1800 rpm/ 480V/ 0.8 Power Factor**

**Rating Type: STANDBY**

**Emissions: U.S. EPA Certified for Stationary Emergency Application  
(Tier 3 Nonroad Equivalent Emission Standards)**

<b>Heat Rejection</b>		
Heat Rejection to Coolant (total)	47.9 kW	2724 Btu/min
Heat Rejection to Exhaust (total)	77.7 kW	4419 Btu/min
Heat Rejection to Atmosphere from Engine	13.5 kW	768 Btu/min
Heat Rejection to Atmosphere from Generator	7.1 kW	404 Btu/min

<b>Alternator<sup>2</sup></b>		
Motor Starting Capability @ 30% Voltage Dip	215 skVA	
Frame	LC3114D	
Temperature Rise	105°C	189°F
Excitation	Self Excited	

<b>Lube System</b>		
Sump Refill with Filter	8.4 L	2.2 gal

<b>Emissions (Nominal)<sup>3</sup></b>	
NO <sub>x</sub> + HC	3.6 g/kW-hr
CO	0.9 g/kW-hr
PM	0.12 g/kW-hr

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

<sup>2</sup> Generator temperature rise is based on a 40°C (104°F) ambient per NEMA MG1-32.

<sup>3</sup> The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% Prime load. This information should not be used for permitting purposes and is subject to change without notice. Contact your Cat dealer for further details.

**C4.4**

**80 ekW/ 100 kVA/ 60 Hz/ 1800 rpm/ 480V/ 0.8 Power Factor**

**Rating Type: STANDBY**

**Emissions: U.S. EPA Certified for Stationary Emergency Application  
(Tier 3 Nonroad Equivalent Emission Standards)**

**DEFINITIONS AND CONDITIONS**

**Applicable Codes and Standards:**

AS1359, CSA C22.2 No 100-04, UL142, UL489, UL601, UL869, UL2200, NFPA 37, NFPA 70, NFPA 99, NFPA 110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-22, NEMA MG 1-33, 72/23/EEC, 98/37/EC, 2004/108/EC.

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

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

**Fuel Rates** are based on fuel oil to specification EPA 2D 89.330-96 with a density of 0.845 – 0.850 kg/L (7.052 – 7.094 lbs/U.S. gal.) @ 15°C (59°F) and fuel inlet temperature 40°C (104°F).

Additional ratings may be available for specific customer requirements, contact your Cat representative for details.

Performance No.: P4510A  
Feature Code: NAC222P  
Generator Arrangement: 4518416  
Date: 03/24/2016  
Source Country: U.S.

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## C4.4 Generator Set

### Electric Power



Caterpillar is leading the power generation marketplace with Power Solutions engineered to deliver unmatched flexibility, expandability, reliability, and cost-effectiveness.

Image shown may not reflect actual configuration

## Specifications

Generator Set Specifications	
Rating	100 ekW (125 kVA)
Voltage	480 Volts
Frequency	60 Hz
Speed	1800 rpm

Generator Set Configurations	
Emissions/Fuel Strategy	U.S. EPA Certified for Stationary Emergency Application (Tier 3 Nonroad Equivalent Emission Standards)

Engine Specifications		
Engine Model	C4.4 Vertical In-line 4, 4-cycle diesel	
Bore	105.0 mm	4.13 in
Displacement	4.4 L	268.5 in <sup>3</sup>
Stroke	127.0 mm	5.0 in
Compression Ratio	16.7:1	
Aspiration	Turbocharged Air-to-Air Aftercooled	
Governor Type	Electronic	
Fuel System	Common Rail	

Package Dimensions*		
Length	2362 mm	93 in
Width	1110 mm	44 in
Height	1304 mm	51 in
Weight†	1166 kg	2570 lb

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

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

## Benefits & Features

### Cat® Diesel Engine

- Reliable, rugged, durable design
- Field-proven in thousands of applications worldwide
- Four-stroke cycle diesel engine combines consistent performance and excellent fuel economy with minimum weight
- Electronic engine control

### Generator

- Matched to the performance and output characteristics of Cat engines
- Industry-leading mechanical and electrical design
- Industry-leading motor starting capabilities
- High efficiency

### Cat EMCP Control Panel

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

### Seismic Certification

- Seismic certification available
- Anchoring details are site specific, and are dependent on many factors such as generator set size, weight, and concrete strength
- IBC certification requires that the anchoring system used is reviewed and approved by a professional engineer
- Seismic certification per applicable building codes: IBC 2006, IBC 2009, IBC 2012, IBC 2015

### Design Criteria

- The generator set accepts 100% rated load in one step per NFPA 110 and meets ISO 8528-5 transient response
- Cooling system designed to operate in 50°C/122°F ambient temperatures with an air flow restriction of 0.5 in. water

### UL 2200/CSA – Optional

- UL 2200 Listed
- CSA Certified

Certain restrictions may apply. Consult with your Cat dealer.

### Single-Source Supplier

Fully prototype tested with certified torsional vibration analysis.

### Worldwide Product Support

Cat dealers provide extensive post-sale support including maintenance and repair agreements. Cat dealers have over 1,800 dealer branch stores operating in 200 countries. The Caterpillar S•O•S<sup>SM</sup> program cost effectively detects internal engine component condition, even the presence of unwanted fluids and combustion by-products.

## Standard Equipment

### Air Inlet

- Single element Air filter

### Cooling

- Radiator and cooling fan complete with protective guards
- Standard ambient temperatures up to 50°C (122°F)

### Exhaust

- Exhaust flange outlet

### Fuel

- Primary and secondary fuel filters
- Fuel priming pump
- Flexible fuel lines

### Generator

- Matched to the performance and output characteristics of Cat engines
- Load adjustment module provides engine relief upon load impact and improves load acceptance and recovery time
- IP23 protection
- Integrated Voltage Regulation

### Governor

- Electronic governor – ADEM™ A4

### Control Panels

- EMCP 4.2 Series generator set controller

### Mounting

- Rubber vibration isolators

### Starting/Charging

- 12 volt starting motor
- Battery with rack and cables

### General

- Paint – Caterpillar Yellow except rails and radiators gloss black

## Optional Equipment

### Exhaust

- Industrial, residential, critical mufflers

### Generator

- Excitation: [ ] Permanent Magnet Excited (PM) [ ] Internally Excited (IE)
- Anti-condensation heaters
- Oversize and premium generators

### Starting/Charging

- Battery charger – UL 10 amp
- Battery disconnect switch
- Jacket water heater

### General

- UL 2200
- CSA Certification
- Enclosures: sound attenuated, weather protective
- Sub-base dual wall UL Listed fuel tanks
- Automatic transfer switches (ATS)

**C4.4**

**100 ekW/ 125 kVA/ 60 Hz/ 1800 rpm/ 480V/ 0.8 Power Factor**

**Rating Type: STANDBY**

**Emissions: U.S. EPA Certified for Stationary Emergency Application  
(Tier 3 Nonroad Equivalent Emission Standards)**

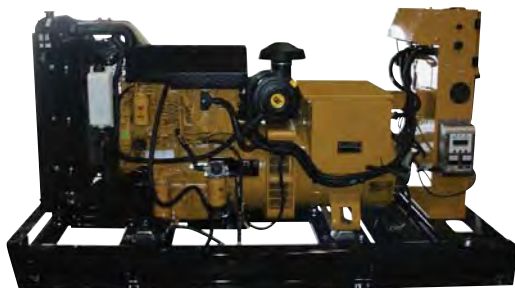


Image shown may not reflect actual configuration

**D100-8  
100 ekW/ 125 kVA  
60Hz/ 1800 rpm/ 480V**

**Package Performance**

Generator Set Power Rating with Fan @ 0.8 Power Factor	100 ekW
Generator Set Power Rating	125 kVA

**Fuel Consumption**

100% Load With Fan	28.8 L/hr	7.6 gal/hr
75% Load With Fan	23.2 L/hr	6.1 gal/hr
50% Load With Fan	17.2 L/hr	4.5 gal/hr

**Cooling System<sup>1</sup>**

Engine Coolant Capacity	7.0 L	1.8 gal
Radiator Coolant Capacity	10.0 L	2.6 gal
Engine Coolant Capacity with Radiator/Exp Tank	17.0 L	4.5 gal
Air Flow Restriction (System)	0.12 kPa	0.48 in. water

**Inlet Air**

Combustion Air Inlet Flow Rate	8.82 m <sup>3</sup> /min	311 cfm
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**Exhaust System**

Exhaust Stack Gas Temperature	659°C	1218°F
Exhaust Gas Flow Rate	20.2 m <sup>3</sup> /min	712 cfm
Exhaust System Backpressure (maximum allowable)	15.0 kPa	60.2 in. water
Exhaust Flange Size (internal diameter)	64.0 mm	2.5 in



**C4.4**

**100 ekW/ 125 kVA/ 60 Hz/ 1800 rpm/ 480V/ 0.8 Power Factor**

**Rating Type: STANDBY**

**Emissions: U.S. EPA Certified for Stationary Emergency Application  
(Tier 3 Nonroad Equivalent Emission Standards)**

<b>Heat Rejection</b>		
Heat Rejection to Coolant (total)	54.9 kW	3122 Btu/min
Heat Rejection to Exhaust (total)	91.3 kW	5192 Btu/min
Heat Rejection to Atmosphere from Engine	15.6 kW	887 Btu/min
Heat Rejection to Atmosphere from Generator	8.3 kW	472 Btu/min

<b>Alternator<sup>2</sup></b>		
Motor Starting Capability @ 30% Voltage Dip	215 skVA	
Frame	LC3114D	
Temperature Rise	150°C	270°F
Excitation	Self Excited	

<b>Lube System</b>		
Sump Refill with Filter	8.4 L	2.2 gal

<b>Emissions (Nominal)<sup>3</sup></b>		
NOx + HC	3.6 g/kW-hr	
CO	0.9 g/kW-hr	
PM	0.12 g/kW-hr	

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

<sup>2</sup> Generator temperature rise is based on a 40°C (104°F) ambient per NEMA MG1-32.

<sup>3</sup> The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% Prime load. This information should not be used for permitting purposes and is subject to change without notice. Contact your Cat dealer for further details.

**C4.4**

**100 ekW/ 125 kVA/ 60 Hz/ 1800 rpm/ 480V/ 0.8 Power Factor**

**Rating Type: STANDBY**

**Emissions: U.S EPA Certified for Stationary Emergency Application  
(Tier 3 Nonroad Equivalent Emission Standards)**

**DEFINITIONS AND CONDITIONS**

**Applicable Codes and Standards:**

AS1359, CSA C22.2 No 100-04, UL142, UL489, UL601, UL869, UL2200, NFPA 37, NFPA 70, NFPA 99, NFPA 110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-22, NEMA MG 1-33, 72/23/EEC, 98/37/EC, 2004/108/EC.

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

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

**Fuel Rates** are based on fuel oil to specification EPA 2D 89.330-96 with a density of 0.845 – 0.850 kg/L (7.052 – 7.094 lbs/U.S. gal.) @ 15°C (59°F) and fuel inlet temperature 40°C (104°F).

Additional ratings may be available for specific customer requirements, contact your Cat representative for details.

Performance No.: P4514A  
Feature Code: NAC223P  
Generator Arrangement: 4518416  
Date: 09/12/2016  
Source Country: U.S.

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C9

250 ekW/ 313 kVA/ 60 Hz/ 1800 rpm/ 480 V/ 0.8 Power Factor

Rating Type: STANDBY

Emissions: U.S. EPA Certified for Stationary Emergency Use Only (Tier 3 Nonroad Equivalent Emission Standards)



Image shown may not reflect actual configuration

C9

250 ekW/ 313 kVA  
 60 Hz/ 1800 rpm/ 480 V

**Metric English**

Package Performance		
Genset Power Rating with Fan @ 0.8 Power Factor	250 ekW	
Genset Power Rating	313 kVA	
Aftercooler (Separate Circuit)	N/A	N/A

Fuel Consumption		
100% Load with Fan	73.3 L/hr	19.4 gal/hr
75% Load with Fan	58.8 L/hr	15.5 gal/hr
50% Load with Fan	43.8 L/hr	11.6 gal/hr
25% Load with Fan	27.4 L/hr	7.3 gal/hr

Cooling System <sup>1</sup>		
Engine Coolant Capacity	13.9 L	3.7 gal

Inlet Air		
Combustion Air Inlet Flow Rate	25.2 m <sup>3</sup> /min	889.8 cfm
Max. Allowable Combustion Air Inlet Temp	50 ° C	122 ° F

Exhaust System		
Exhaust Stack Gas Temperature	455.5 ° C	852.0 ° F
Exhaust Gas Flow Rate	63.6 m <sup>3</sup> /min	2245.6 cfm
Exhaust System Backpressure (Maximum Allowable)	10.0 kPa	40.0 in. water



C9

250 ekW/ 313 kVA/ 60 Hz/ 1800 rpm/ 480 V/ 0.8 Power Factor

Rating Type: STANDBY

Emissions: U.S. EPA Certified for Stationary Emergency Use Only (Tier 3 Nonroad Equivalent Emission Standards)

Heat Rejection		
Heat Rejection to Jacket Water	104 kW	5928 Btu/min
Heat Rejection to Exhaust (Total)	277 kW	15772 Btu/min
Heat Rejection to Aftercooler	82 kW	4686 Btu/min
Heat Rejection to Atmosphere from Engine	18 kW	1004 Btu/min
Heat Rejection to Atmosphere from Generator	20 kW	1120 Btu/min

Alternator <sup>2</sup>	
Motor Starting Capability @ 30% Voltage Dip	543 skVA
Current	376 amps
Frame Size	LC5014H
Excitation	SE
Temperature Rise	150 ° C

Emissions (Nominal) <sup>3</sup>		
NOx	1516.2 mg/Nm <sup>3</sup>	2.9 g/hp-hr
CO	172.8 mg/Nm <sup>3</sup>	0.4 g/hp-hr
HC	37.7 mg/Nm <sup>3</sup>	0.1 g/hp-hr
PM	32.6 mg/Nm <sup>3</sup>	0.1 g/hp-hr

**DEFINITIONS AND CONDITIONS**

1. For ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to existing restriction from factory.
2. UL 2200 Listed packages may have oversized generators with a different temperature rise and motor starting characteristics. Generator temperature rise is based on a 40° C ambient per NEMA MG1-32.
3. Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NOx. Data shown is based on steady state operating conditions of 77° F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 btu/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.

**C9**

**250 ekW/ 313 kVA/ 60 Hz/ 1800 rpm/ 480 V/ 0.8 Power Factor**

**Rating Type: STANDBY**

**Emissions: U.S. EPA Certified for Stationary Emergency Use Only (Tier 3 Nonroad Equivalent Emission Standards)**

**Applicable Codes and Standards:**

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

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

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

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

**Fuel Rates** are based on fuel oil of 35° API [16° C (60° F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29° C (85° F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.). Additional ratings may be available for specific customer requirements, contact your Cat representative for details. For information regarding Low Sulfur fuel and Biodiesel capability, please consult your Cat dealer.

[www.Cat-ElectricPower.com](http://www.Cat-ElectricPower.com)

Performance No.: DM8501-03

Feature Code: C09DE47

Generator Arrangement: 4490571

Date: 07/26/2017

Source Country: U.S.

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**Standby & Prime: 60 Hz, 480V**



Engine Model	Cat® C13 ACERT™ In-line 6, 4-cycle diesel
Bore x Stroke	130mm x 157mm (5.1in x 6.2in)
Displacement	12.5 L (763 in³)
Compression Ratio	16.3:1
Aspiration	Turbocharged Air-to-Air Aftercooled
Fuel Injection System	MEUI
Governor	Electronic ADEM™ A4

Standby	Prime	Performance Strategy
<b>400 ekW, 500 kVA</b>	<b>365 ekW, 456.25 kVA</b>	<b>TIER III Non-Road</b>

## PACKAGE PERFORMANCE

Performance	Standby		Prime	
Frequency	60 Hz		60 Hz	
Genset power rating	500 kVA		456.25 kVA	
Genset power rating with fan @ 0.8 power factor	400 ekW		365 ekW	
Fuelling strategy	TIER III Non-Road		TIER III Non-Road	
Performance number	EM1694-00		EM1695-01	
<b>Fuel Consumption</b>				
100% load with fan	105.8 L/hr	27.9 gal/hr	96.4 L/hr	25.5 gal/hr
75% load with fan	90.7 L/hr	24.0 gal/hr	84.8 L/hr	22.4 gal/hr
50% load with fan	66.2 L/hr	17.5 gal/hr	61.3 L/hr	16.2 gal/hr
25% load with fan	37.7 L/hr	9.9 gal/hr	35.1 L/hr	9.3 gal/hr
<b>Cooling System<sup>1</sup></b>				
Radiator air flow restriction (system)	0.12 kPa	0.48 in. Water	0.12 kPa	0.48 in. Water
Radiator air flow	497 m³/min	17551 cfm	497 m³/min	17551 cfm
Engine coolant capacity	14.2 L	3.8 gal	14.2 L	3.8 gal
Radiator coolant capacity	30 L	8 gal	30 L	8 gal
Total coolant capacity	34 L	12 gal	34 L	12 gal
<b>Inlet Air</b>				
Combustion air inlet flow rate	27.4 m³/min	966.6 cfm	25.9 m³/min	914.9 cfm
Max. allowable combustion air inlet temp	47 °C	116 °F	45 °C	113 °F
<b>Exhaust System</b>				
Exhaust stack gas temperature	567.4 °C	1053.4 °F	552.8 °C	1027.0 °F
Exhaust gas flow rate	82.0 m³/min	2894.9 cfm	75.2 m³/min	2655.4 cfm
Exhaust system backpressure (maximum allowable)	10.0 kPa	40.0 in. water	10.0 kPa	40.0 in. water
<b>Heat Rejection</b>				
Heat rejection to jacket water	156 kW	8857 Btu/min	144 kW	8204 Btu/min
Heat rejection to exhaust (total)	398 kW	22607 Btu/min	363 kW	20629 Btu/min
Heat rejection to aftercooler	71 kW	4023 Btu/min	61 kW	3472 Btu/min
Heat rejection to atmosphere from engine	52 kW	2945 Btu/min	47 kW	2656 Btu/min
Heat rejection from alternator	29 kW	1661 Btu/min	26 kW	1467 Btu/min

Emissions (Nominal) <sup>2</sup>	Standby		Prime	
NOx	2313.9 mg/Nm <sup>3</sup>	4.6 g/hp-hr	2277.4 mg/Nm <sup>3</sup>	4.6 g/hp-hr
CO	616.5 mg/Nm <sup>3</sup>	1.2 g/hp-hr	608.3 mg/Nm <sup>3</sup>	1.2 g/hp-hr
HC	4.0 mg/Nm <sup>3</sup>	0.01 g/hp-hr	4.9 mg/Nm <sup>3</sup>	0.01 g/hp-hr
PM	21.3 mg/Nm <sup>3</sup>	0.1 g/hp-hr	22.7 mg/Nm <sup>3</sup>	0.1 g/hp-hr
Alternator <sup>3</sup>	Standby		Prime	
Voltages	480V		480V	
Motor starting capability @ 30% Voltage Dip	880 skVA		880 skVA	
Current	601 amps		549 amps	
Frame Size	LC6114B		LC6114B	
Excitation	SE		SE	
Temperature Rise	150 ° C		125 ° C	

## DEFINITIONS AND CONDITIONS

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

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

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

## APPLICABLE CODES AND STANDARDS:

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

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

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

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

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

Fuel Rates are based on fuel oil of 35° API [16° C (60° F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29° C (85° F) and weighing 838.9 g/litre (7.001 lbs/U.S. gal.). Additional ratings may be available for specific customer requirements, contact your Caterpillar representative for details. For information regarding Low Sulfur fuel and Biodiesel capability, please consult your Cat dealer.

LEHE1573-01 (11/18)

## BUILT FOR IT.™

**Standby & Prime: 60 Hz, 480V & 600V**



Engine Model	Cat <sup>®</sup> C18 ACERT™ In-line 6, 4-cycle diesel
Bore x Stroke	145mm x 183mm (5.7in x 7.2in)
Displacement	18.1 L (1106 in <sup>3</sup> )
Compression Ratio	14.5:1
Aspiration	Turbocharged Air-to-Air Aftercooled
Fuel Injection System	MEUI
Governor	Electronic ADEM™ A4

Standby	Prime	Performance Strategy
<b>600 ekW, 750 kVA</b>	<b>545 ekW, 681 kVA</b>	<b>TIER II Non-Road</b>

## PACKAGE PERFORMANCE

Performance	Standby		Prime	
Frequency	60 Hz		60 Hz	
Genset power rating	750 kVA		681 kVA	
Genset power rating with fan @ 0.8 power factor	600 ekW		545 ekW	
Fuelling strategy	TIER II Non-Road		TIER II Non-Road	
Performance number	DM8518-04		DM8522-05	
<b>Fuel Consumption</b>				
100% Load with fan	161.6 L/hr	42.7 gal/hr	151.1 L/hr	39.9 gal/hr
75% Load with fan	129.6 L/hr	34.2 gal/hr	123.6 L/hr	32.6 gal/hr
50% Load with fan	91.7 L/hr	24.2 gal/hr	89.2 L/hr	23.6 gal/hr
25% Load with fan	46.8 L/hr	12.4 gal/hr	48.7 L/hr	12.9 gal/hr
<b>Cooling System<sup>1</sup></b>				
Radiator air flow restriction (system)	0.12 kPa	0.48 in. Water	0.12 kPa	0.48 in. Water
Radiator air flow	803 m <sup>3</sup> /min	28357 cfm	803 m <sup>3</sup> /min	28357 cfm
Engine coolant capacity	20.8 L	5.5 gal	20.8 L	5.5 gal
Radiator coolant capacity	61 L	16 gal	61 L	16 gal
Total coolant capacity	82 L	22 gal	82 L	22 gal
<b>Inlet Air</b>				
Combustion air inlet flow rate	47.8 m <sup>3</sup> /min	1687.8 cfm	46.7 m <sup>3</sup> /min	1649.0 cfm
Max. allowable combustion air inlet temp	49 ° C	120 ° F	49 ° C	120 ° F
<b>Exhaust System</b>				
Exhaust stack gas temperature	534.6 ° C	994.3 ° F	518.2 ° C	964.8 ° F
Exhaust gas flow rate	135.5 m <sup>3</sup> /min	4784.4 cfm	129.6 m <sup>3</sup> /min	4576.4 cfm
Exhaust system backpressure (maximum allowable)	10.0 kPa	40.0 in. water	10.0 kPa	40.0 in. water
<b>Heat Rejection</b>				
Heat rejection to Jacket Water	189 kW	10747 Btu/min	175 kW	9953 Btu/min
Heat rejection to Exhaust (Total)	634 kW	36053 Btu/min	596 kW	33895 Btu/min
Heat rejection to Aftercooler	153 kW	8700 Btu/min	142 kW	8076 Btu/min
Heat rejection to Atmosphere from Engine	86 kW	4902 Btu/min	83 kW	4726 Btu/min
Heat rejection from alternator	38 kW	2178 Btu/min	34 kW	1911 Btu/min



Emissions (Nominal) <sup>2</sup>	Standby		Prime	
	NO <sub>x</sub>	2798.7 mg/Nm <sup>3</sup>	5.8 g/hp-hr	2462.2 mg/Nm <sup>3</sup>
CO	225.2 mg/Nm <sup>3</sup>	0.5 g/hp-hr	195.1 mg/Nm <sup>3</sup>	0.4 g/hp-hr
HC	3.8 mg/Nm <sup>3</sup>	0.01 g/hp-hr	5.0 mg/Nm <sup>3</sup>	0.01 g/hp-hr
PM	13.3 mg/Nm <sup>3</sup>	0.03 g/hp-hr	13.1 mg/Nm <sup>3</sup>	0.03 g/hp-hr
Alternator <sup>3</sup>	Standby		Prime	
	Voltages	480V	600V	480V
Motor starting capability @ 30% Voltage Dip	1633 skVA	2023 skVA	1633 skVA	2023 skVA
Current	902 amps	722 amps	819 amps	656 amps
Frame Size	LC7024F	LC7024H	LC7024F	LC7024H
Excitation	AR	AR	AR	AR
Temperature Rise	150 ° C	130 ° C	125 ° C	105 ° C

## DEFINITIONS AND CONDITIONS

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

<sup>2</sup> Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NO<sub>x</sub>. Data shown is based on steady state operating conditions of 77° F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 btu/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.

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

## APPLICABLE CODES AND STANDARDS:

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

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

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

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

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

Fuel Rates are based on fuel oil of 35° API [16° C (60° F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29° C (85° F) and weighing 838.9 g/litre (7.001 lbs/U.S. gal.). Additional ratings may be available for specific customer requirements, contact your Caterpillar representative for details. For information regarding Low Sulfur fuel and Biodiesel capability, please consult your Cat dealer.

LEHE1581-01 (11/18)

## BUILT FOR IT.™

# 403F-11

9.8 kW @ 1800 rpm

## ElectropaK

# 400

## Series

### Basic technical data

Number of cylinders	3
Cylinder arrangement	Vertical inline
Cycle	4 stroke
Induction system	Naturally aspirated
Compression ratio	23:1
Bore	77 mm
Stroke	81 mm
Cubic capacity	1.131 litres
Direction of rotation when viewed from flywheel	Anticlockwise
Firing order	1, 2, 3

### Weight of ElectropaK

Dry (estimated)	129.2 kg
-----------------	----------

### Overall dimensions of ElectropaK

Height	702 mm
Length	754 mm
Width (including mounting brackets)	437 mm

### Moments of inertia (mk<sup>2</sup>)

Engine rotational components	0.012 kgm <sup>2</sup>
Flywheel	1.51 kgm <sup>2</sup>

### Centre of gravity

Forward from rear of block	98 mm
Above centre line of block	67 mm
Offset to RHS of centre line	2 mm

### Ratings

Steady state speed stability at constant load	± 0.75%
---	---------

### Performance

**Note:** All data based on operation to ISO 3046/1:2002 standard reference conditions.

**Note:** For engines operating in ambient conditions other than the standard reference conditions stated below, a suitable derate must be applied.

**Note:** Derate tables for increased ambient temperature and/or altitude are available, please contact Perkins Applications Department.

### Test conditions

Air temperature	25°C
Barometric pressure	100 kPa
Relative humidity	31.5%
Air inlet restriction at maximum power (nominal)	3 kPa
Exhaust back pressure at maximum power (nominal)	10.2 kPa
Fuel temperature (inlet pump)	40°C
All ratings certified to within	± 5%

### Sound level

Average sound pressure level for bare engine (without inlet and exhaust) at 1 metre	78.5 dB(A)
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**Note:** If the engine is to operate in ambient conditions other than those of the test conditions, suitable adjustments must be made for these changes.

For full details, contact Perkins Technical Service Department.

Emissions Statement: Certified to the requirements of EPA Tier 4 Final under 40 CFR Part 1039.

## General installation, 403F-11 ElectropaK @ 1800 rpm

Designation	Units	Type of operation and application	
		Prime power (60 Hz)	Standby power (60 Hz)
Gross engine power	kWb	8.9	9.8
ElectropaK nett engine power	kWm	8.5	9.4
Gross BMEP	kPa	525	578
Engine coolant flow (Water pump ratio 1.285:1)	litres/min	32.5	
Combustion air flow	m <sup>3</sup> /min	0.9	
Exhaust gas flow (maximum)	m <sup>3</sup> /min	2.2	2.4
Exhaust gas temperature outlet (maximum)	°C	437	515
Overall thermal efficiency (nett)	%	32	31
Typical generator sets electrical output (0.8 pf 25°C)	kWe	9.0	9.9
	kVA	11.2	12.4
Assumed alternator efficiency	%	87	

## Energy balance

Designation	Units	Type of operation and application	
		Prime power (60 Hz)	Standby power (60 Hz)
Energy in fuel	kWt	27.5	30.2
Energy in power output (gross)	kWb	8.9	9.8
Energy to cooling fan	kWm	0.4	
Energy in power output (nett)	kWm	8.5	9.4
Energy to exhaust	kWt	9.1	10.0
Energy to coolant and oil	kWt	8.2	9.0
Energy to radiation	kWt	1.3	1.4

## Cooling system

### Radiator

Radiator face area	0.147 m <sup>2</sup>
Material and number of rows	Aluminium, 2 rows
Material and matrix density	Aluminium, 14.5 fins/inch
Width of matrix	334 mm
Height of matrix	440 mm
Pressure cap setting	90 kPa
Estimated cooling air flow reserve	0.125 kPa

### Fan

Diameter	320 mm
Drive ratio	1.285:1
Number of blades	6
Material	Nylon
Type	Pusher

### Total coolant capacity

ElectropaK (with radiator)	5.2 litres
ElectropaK (without radiator)	1.9 litres
Maximum top tank temperature	112°C
Thermostat operation range	75-87°C

**Note:** Recommended coolant: 50% anti freeze/50% water.

For complete details of recommended coolant specifications, refer to the Operation and Maintenance manual for this engine model.

### Duct allowance

Maximum additional restriction to cooling airflow and resultant minimum airflow		
Ambient clearance 50% Glycol	Duct allowance (Pa)	m <sup>3</sup> /sec
53°C	0	0.67
46°C	60	0.58

## Electrical system

Alternator	15 amps, 12 volts
Starter motor	Bosch 1.1 kW, 12 volts
Number of teeth on flywheel	96
Number of teeth on starter pinion	9

## Exhaust system

Maximum back pressure	10.2 kPa
-----------------------	----------

### Exhaust outlet size

Horizontal	34 mm
Vertical	40 mm

## Engine mounting

Maximum static bending moment at rear face of block	500 Nm
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## Fuel system

Type of injection	Indirect Injection
Fuel injection pump	Cassette type
Fuel injector	Pintle nozzle
Nozzle opening pressure	11.8 MPa
Maximum particle size	25 Microns

### Fuel lift pump

Fuel lift pump type	Mechanical (camshaft driven)
Flow/hour	63 litres/hour
Pressure	10 kPa
Maximum suction head	0.8 m
Maximum static pressure head	3.0 m
Maximum fuel temperature at lift pump inlet	65°C
Maximum fuel filter service interval:	
Standard service option	500 hours
Extended service option (ULSD fuel/up to 70% load factor)	1000 hours
Governor type	Mechanical
Speed control conforms to	G2

### Fuel specification

USA Fed Off Highway	EPA Part 1065.703 ULSD
Europe Off Highway	EU 2004/26/EC Stage 3B/4

**Note:** For further information on fuel specifications and restrictions, refer to the Operation and Maintenance manual fuels section for this engine model.

### Fuel consumption

Fuel consumption for 403F-11 @ 1800 rpm				
Power rating	110%	100%	75%	50%
g/kWh	252	255	267	308
Litres/hour	3.1	2.8	2.2	1.7

## Cold start recommendations

### Minimum cranking speed @ 1800 rpm

Minimum starting temperature	Grade of engine lubricating oil	Battery specifications			
		BS3911 Cold start amps	SAEJ537 Cold cranking amps	Number of batteries required	Commercial reference number
0°C	20W	340	540	1	069
-15°C	10W	340	540	1	069
-20°C	5W	420	590	1	072

## Induction system

### Maximum air intake restriction

Clean filter..	3.0 kPa
Dirty filter..	6.4 kPa
Air filter type..	Dry element type

## Lubrication system

### Lubricating oil capacity

Maximum sump capacity:	
Standard service option .....	4.4 litres
Extended service option .....	4.9 litres
Minimum sump capacity:	
Standard service option .....	3.4 litres
Extended service option .....	3.9 litres
Maximum oil temperature (continuous operation).....	125°C
Maximum oil temperature (intermittent operation).....	135°C

### Maximum engine operating angles

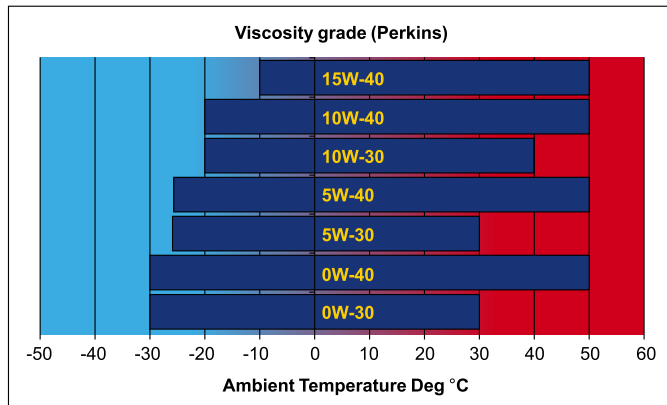
Front up, front down, right side or left side .....	Continuous
Standard service option .....	35°
Extended service option .....	10°

### Lubricating oil pressure

Minimum oil pressure.....	150 kPa
Relief valve opens .....	402 kPa
At maximum no-load speed .....	216-400 kPa
Oil flow at rated speed.....	7.9 litres/min
Maximum oil/oil filter service interval	
Standard service option .....	500 hours
Extended service option.....	1000 hours
(ULSD fuel/up to 70% load factor)	

## Recommended SAE viscosity

A single or multigrade oil conforming to API-CH-4 or ACEA E5 must be used.



## Engine mounting

Maximum static bending moment at rear face of block... 500 Nm

## Load acceptance

The figures below comply with the requirements of classification 3 and 4 of ISO 8528-12 and G2 operating limits stated in ISO 8528-5.

Initial load application: When engine reaches rated speed (15 seconds maximum after engine starts to crank)		
Descriptor	Units	60 Hz
Prime power	%	TBA
Load	kWm (kWe)	TBA
Transient frequency deviation	%	TBA
Frequency recovery	Seconds	TBA

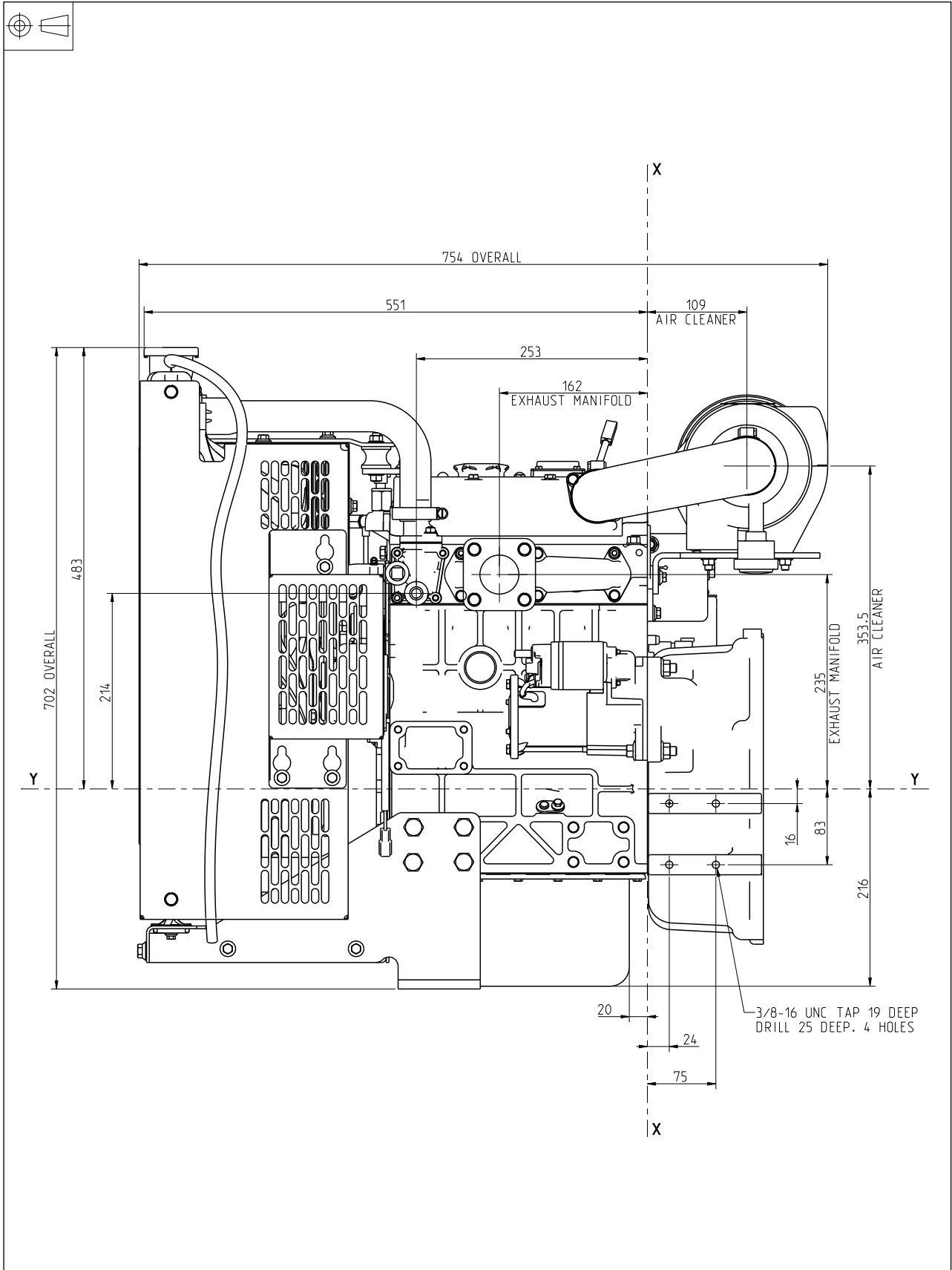
The figures shown in the table above were obtained under the following test conditions:

Ambient temperature .....	TBA °C
Governing mode .....	TBA %
Alternator inertia .....	kgm <sup>2</sup>

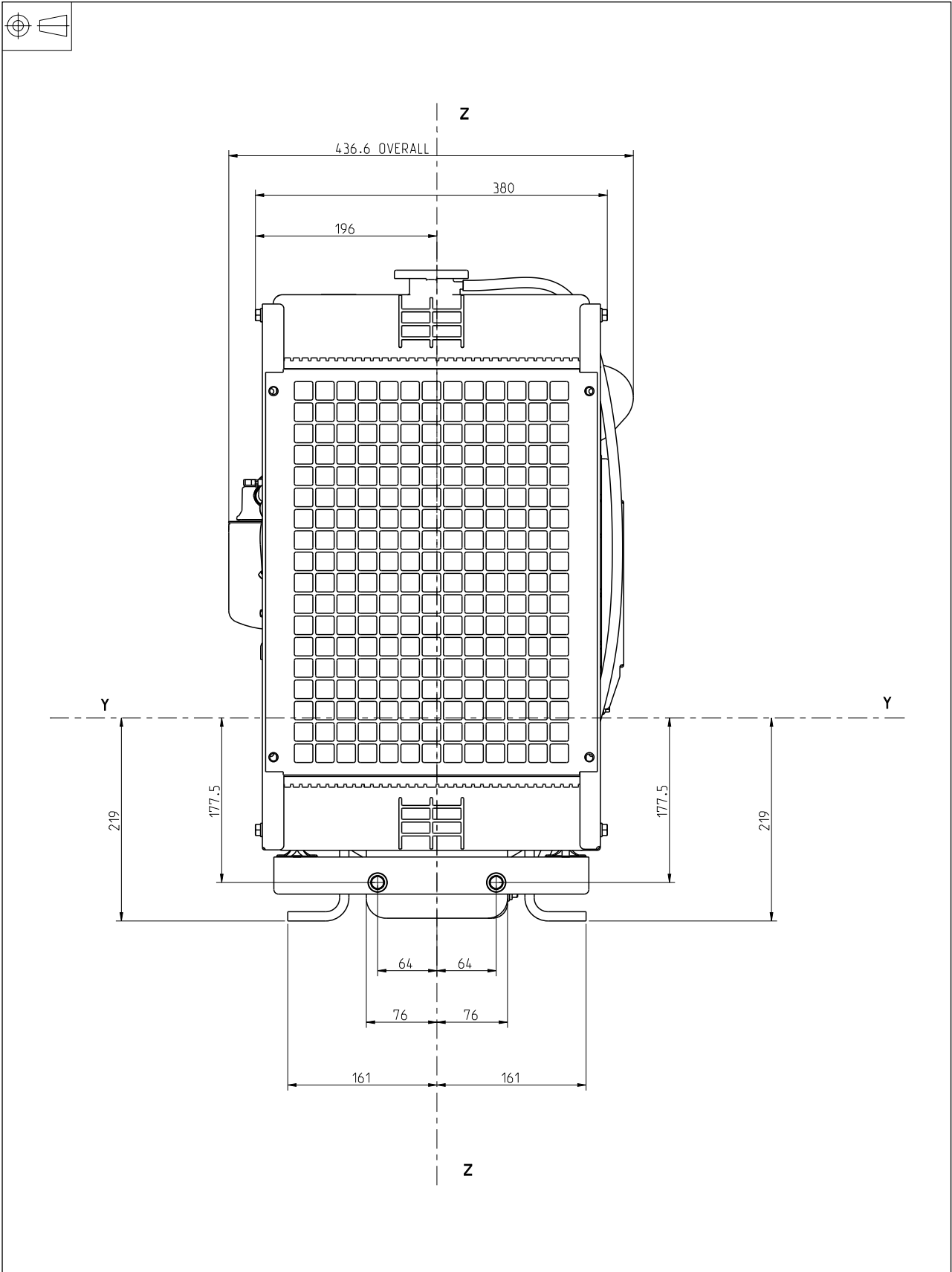
**Note:** All tests were conducted using an engine installed and serviced to Perkins Engines Company Limited recommendations.

**Note:** The general arrangement drawings shown in this data sheet are for guidance only. The latest versions should be requested from the Perkins Applications Department.

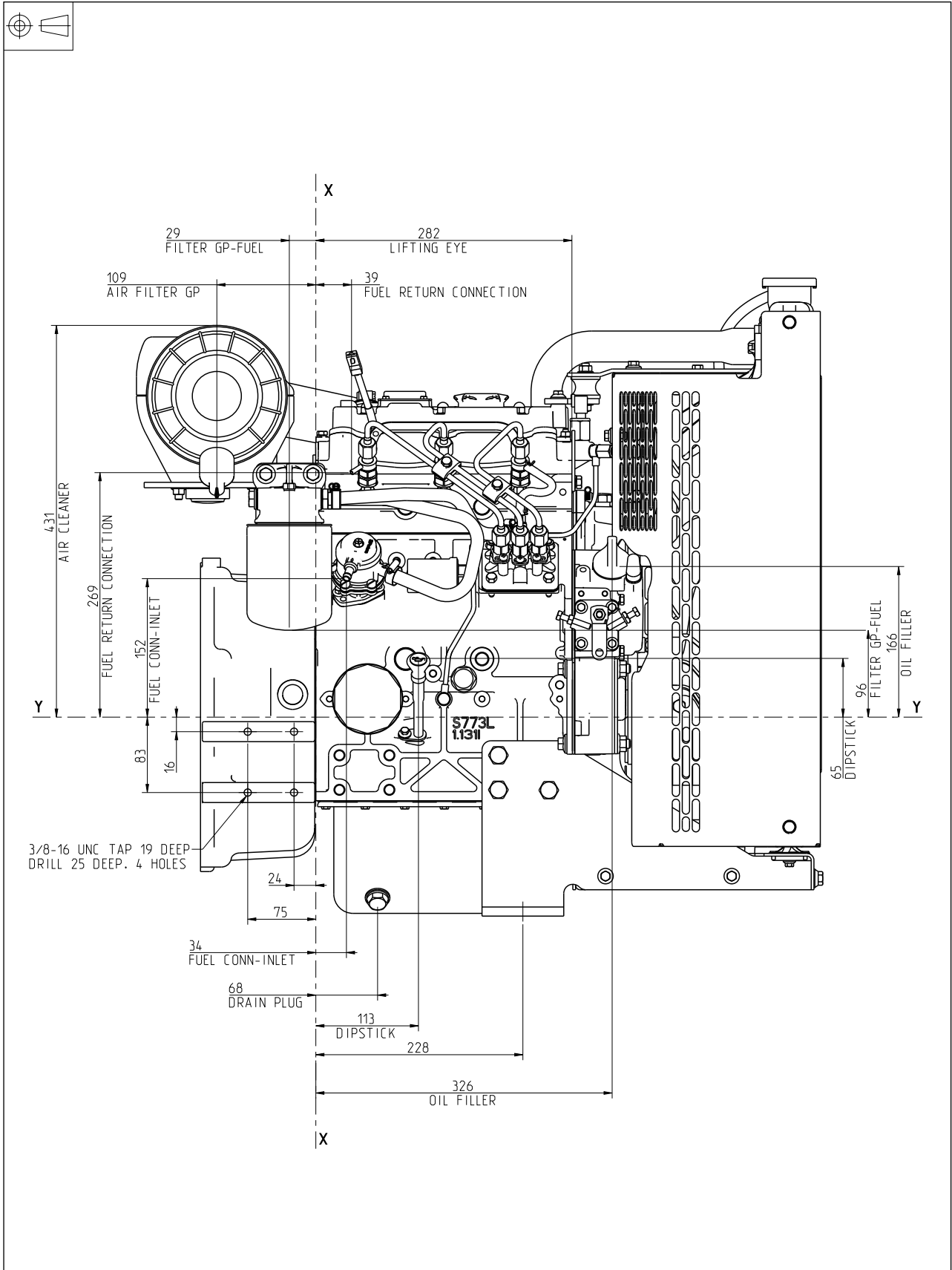
# 403F-11 ElectropaK - Left side view (extended service interval option shown)



403F-11 ElectropaK - Front view (extended service interval option shown)

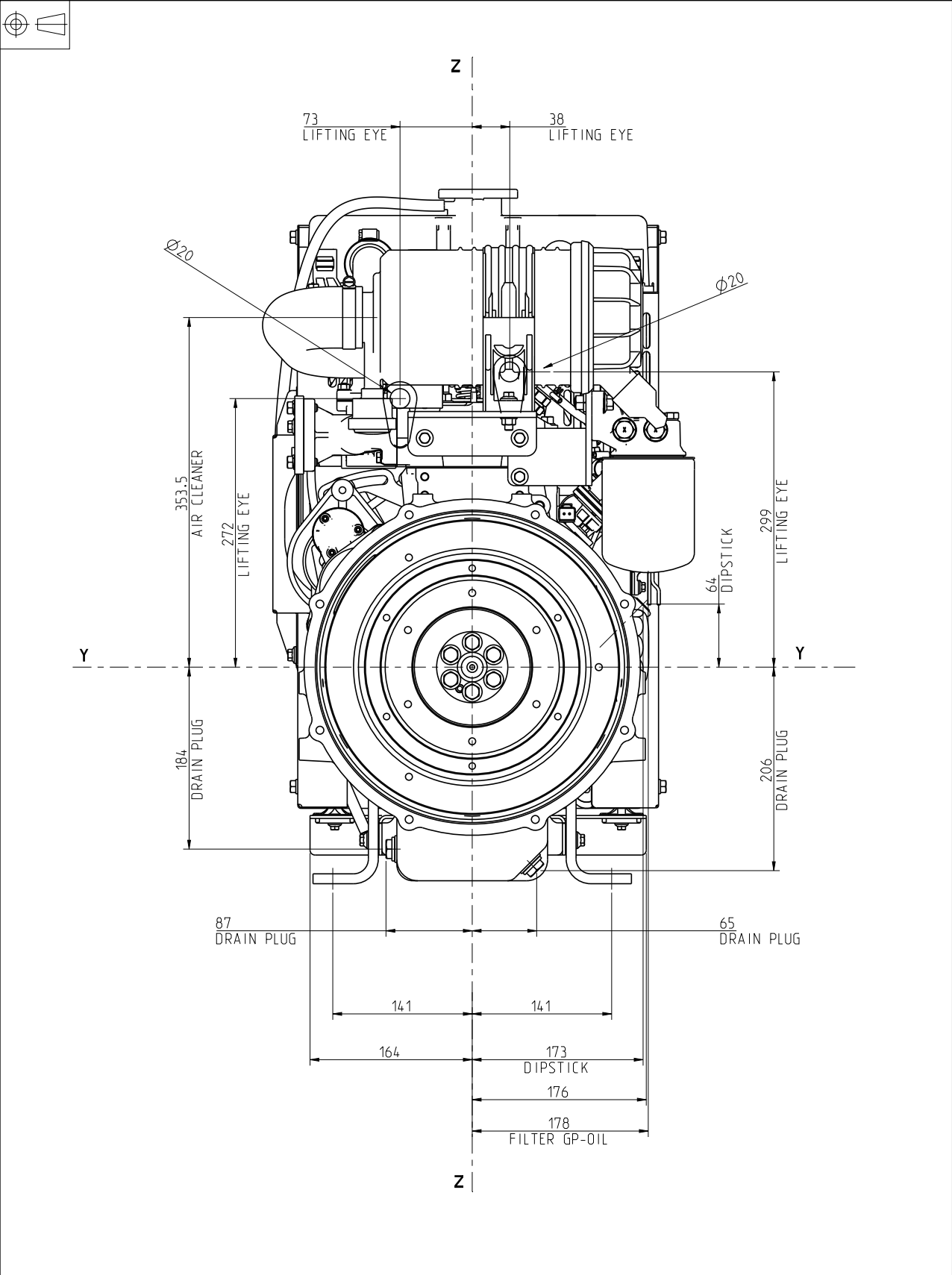


# 403F-11 ElectropaK - Right side view (extended service interval option shown)

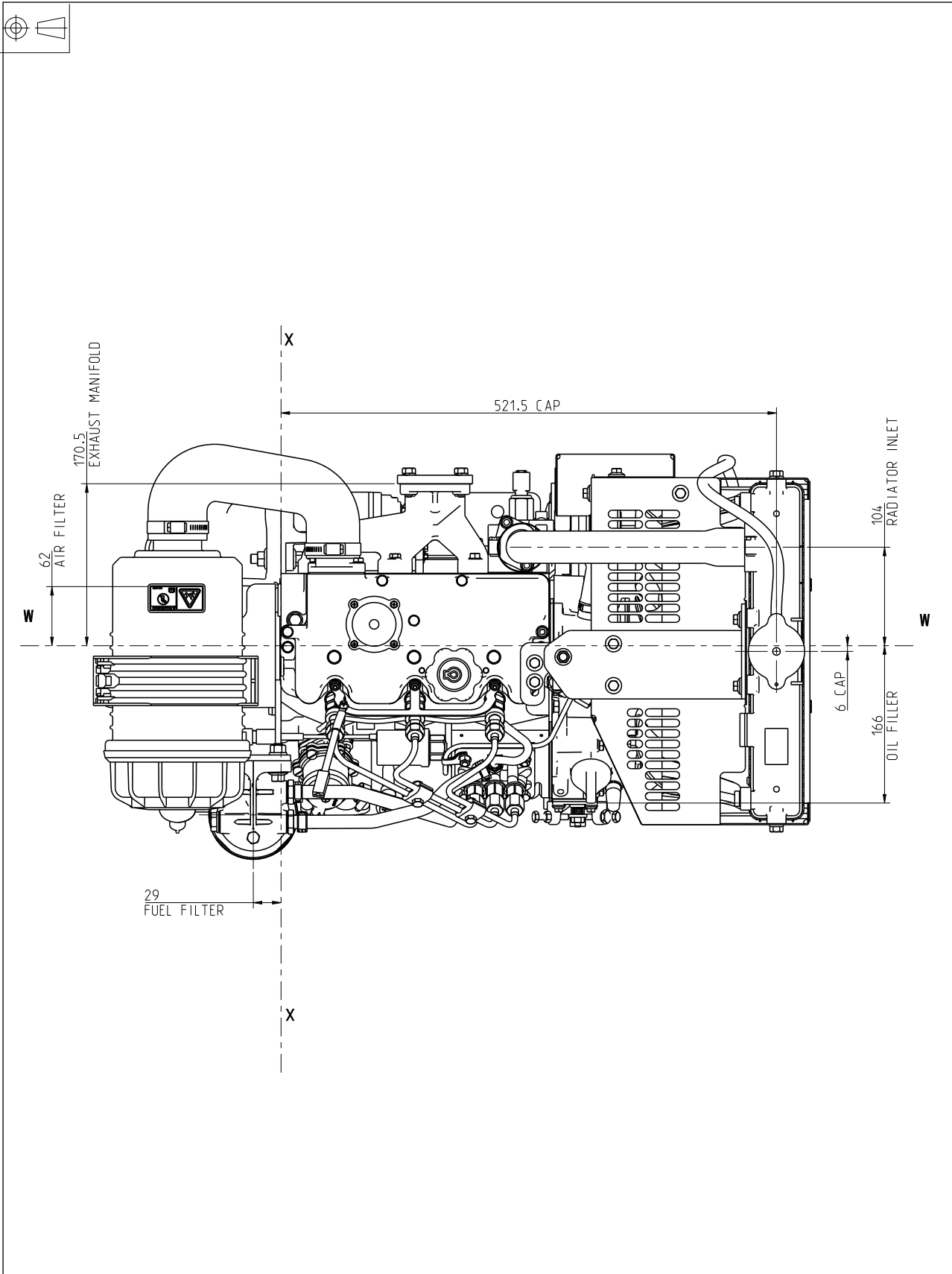




# 403F-11 ElectropaK - Rear view (extended service interval option shown)



# 403F-11 ElectropaK - Plan view (extended service interval option shown)





### C13 / C15 / C18 SOUND ATTENUATED ENCLOSURES

US Sourced  
Diesel Generator Set  
350 – 750 ekW 60 Hz

Image shown may not reflect actual configuration

### Features

#### Robust / Highly Corrosion Resistant Construction

- Factory installed on skid base
- Environmentally friendly, polyester powder baked paint
- 14 gauge steel
- Interior zinc plated fasteners
- Exterior stainless steel fasteners
- Internally mounted exhaust silencing system
- Designed and tested to comply with UL 2200 Listed generator set package
- Compression door latches providing solid door seal

#### Excellent Access

- Large cable entry area for installation ease
- Accommodates side mounted single or multiple breakers
- Three doors on both sides
- Vertically hinged allow 180° opening rotation and retention with door stays
- Lube oil and coolant drains piped to the exterior of the enclosure base
- Radiator fill cover

#### Security and Safety

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

#### Transportability

These enclosures are of extremely rugged construction to withstand outdoor exposure and rough handling common on many construction sites.

#### Options

- Enclosure constructed with 14 gauge steel
- Enclosure constructed with 12 gauge aluminum (5052 grade)
- Caterpillar yellow or white paint
- Control panel viewing window
- UL Listed integral fuel tank with 670, 400, and 300 gallon capacities
- UL Listed sub base fuel tank with 660, 1000, 1900, and 2200 gallon capacities.
- Seismic certification per applicable building codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, IBC 2015, CBC 2007, CBC 2010
- IBC Certification for 150 mph wind loading
- AC/DC lighting package
- 5 kW Canopy space heater to facilitate compliance with NFPA 110
- Motorized louvers and gravity discharge damper
- 125A Load Center
- GFCI outlets

\*Not available with aluminum enclosures.

### Level 1 Sound Attenuated Enclosure (Steel) Sound Levels

Model	Standby ekW	Cooling Air Flow Rate		Ambient Capability*		Sound Pressure Levels (dBA) at 7m (23 ft)
		m <sup>3</sup> /s	cf	°C	°F	100% Load
C13	350	8.5	18010	57	135	74
	400	8.5	18010	56	133	75
C15	350	10.4	22072	59	138	73
	400	10.4	22072	51	124	73
	450	10.4	22072	46	115	74
	500	12.5	26415	48	118	75
C18	550	8.1	17234	45	113	75
	600	8.1	17234	43	109	75
	650	12.7	26909	51	123	75
	700	12.7	26909	48	118	75
	750	12.7	26909	48	118	75

### Sound Attenuated Enclosure (Aluminum) Sound Levels

Model	Standby ekW	Cooling Air Flow Rate		Ambient Capability*		Sound Pressure Levels (dBA) at 7m (23 ft)
		m <sup>3</sup> /s	cfm	°C	°F	100% Load
C13	350	8.5	-	57	135	75
	400	8.5	-	56	133	75
C15	350	10.4	22072	59	138	72
	400	10.4	22072	51	124	73
	450	10.4	22072	46	115	74
	500	12.5	26415	48	118	75
C18	550	8.1	17234	45	113	76
	600	8.1	17234	43	109	76
	650	12.7	26909	51	123	76
	700	12.7	26909	48	118	76
	750	12.7	26909	48	118	76

### Level 2 Sound Attenuated Enclosure (Steel) Sound Levels

Model	Standby ekW	Cooling Air Flow Rate		Ambient Capability*		Sound Pressure Levels (dBA) at 7m (23 ft)
		m <sup>3</sup> /s	cfm	°C	°F	100% Load
C13	350	7.2	15256	50	122	70
	400	7.2	15256	50	122	70
C15	350	10.4	22071	50	122	72
	400	10.4	22071	50	122	72
	450	10.4	22071	50	122	72
	500	12.5	26415	50	122	72

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

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

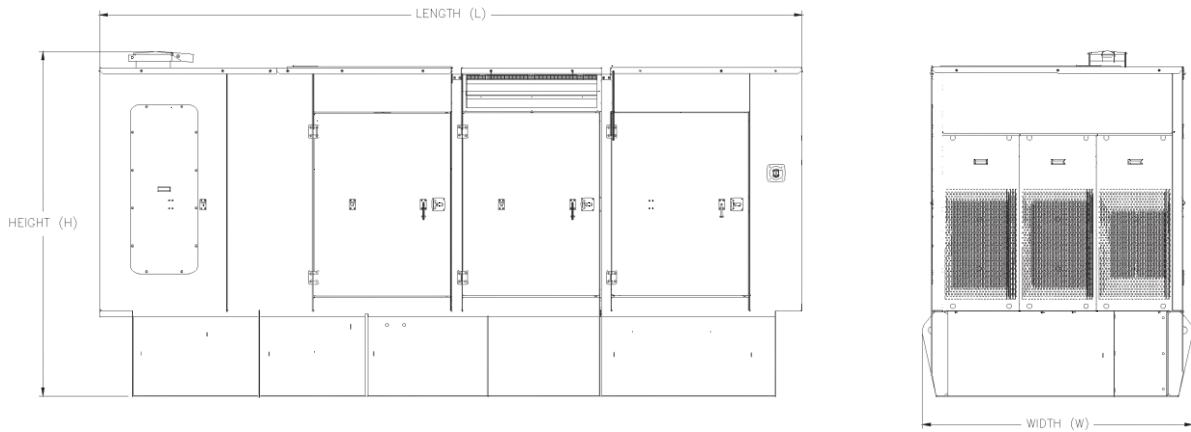
### Component Weights to Calculate Package Weight

Model	Standby ekW	Narrow Skid Base		Wide Skid Base		Sound Attenuated Enclosure (Steel)		Sound Attenuated Enclosure (Aluminum)	
		kg	lb	kg	lb	kg	lb	kg	lb
C13	350	253	578	579	1276	1245	2745	765	1687
	400								
C15	350	273	602	465	1025	1245	2745	765	1687
	400								
	450								
	500								
C18	550	301	664	466	1027	1301	2868	817	1801
	600								
	650	286	630	637	1404	1393	3071	887	1955
	700								
	750								

### Sound Attenuated Enclosure on Skid Base

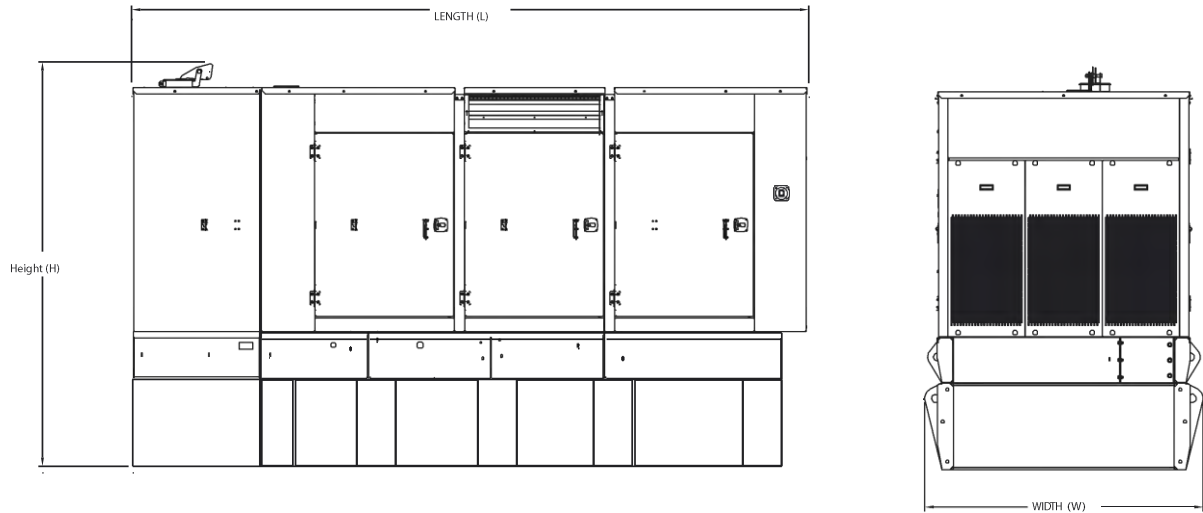
Model	Standby ekW	Length "L"		Width "W"		Height "H"	
		mm	in	mm	in	mm	in
C13	350	4948	194.8	2014	79.3	2320	91.3
	400						
C15	350	4948	194.8	2014	79.3	2320	91.3
	400						
	450						
	500						
C18	550	5183	204.0	2014	79.3	2262	89.0
	600						
	650	5230	205.9	2315	91.1	2253	88.7
	700						
	750						

Sound Attenuated Enclosure on a UL Listed Integral Fuel Tank Base



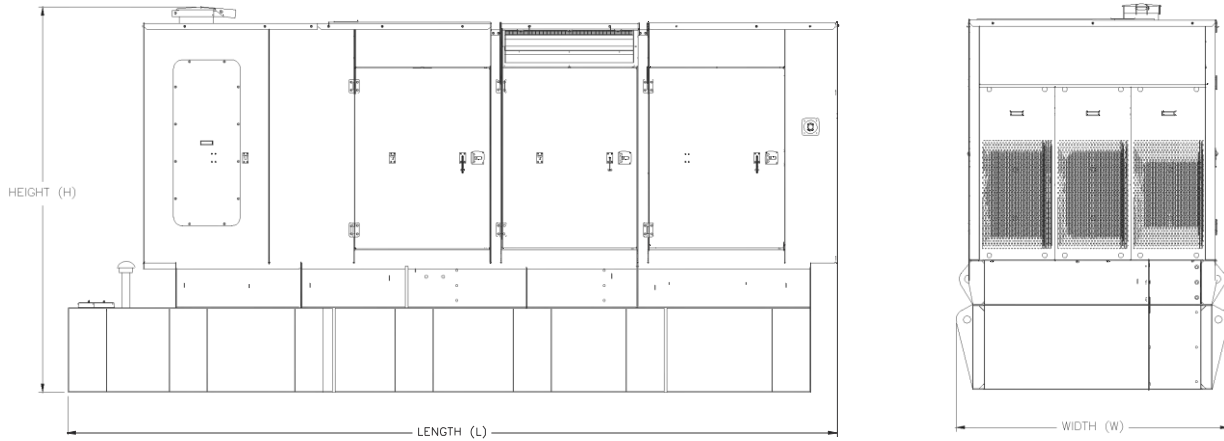
Model	Standby ekW	Length "L"		Width "W"		Height "H"	
		mm	in	mm	in	mm	in
C13	350	5461	215.0	2014	79.3	2743	108.0
	400						
C15	350	4948	194.8	2014	79.3	2619	103.0
	400						
	450						
	500						
C18	550	5187	204.2	2014	79.3	2561	101.0
	600						
	650	6977	274.7	2315	91.1	2675	105.3
	700						
	750						

### Sound Attenuated Enclosure on a UL Listed 660 Gallon Sub-Base Fuel Tank Base



Model	Standby ekW	Length "L"		Width "W"		Height "H"	
		mm	in	mm	in	mm	in
C13	350	4948	194.8	2056	80.9	2955	116.3
	400						
C15	350	4948	194.8	2056	80.9	2955	116.3
	400						
	450						
	500						
C18	550	5184	204.1	2056	80.9	2897	114.1
	600						

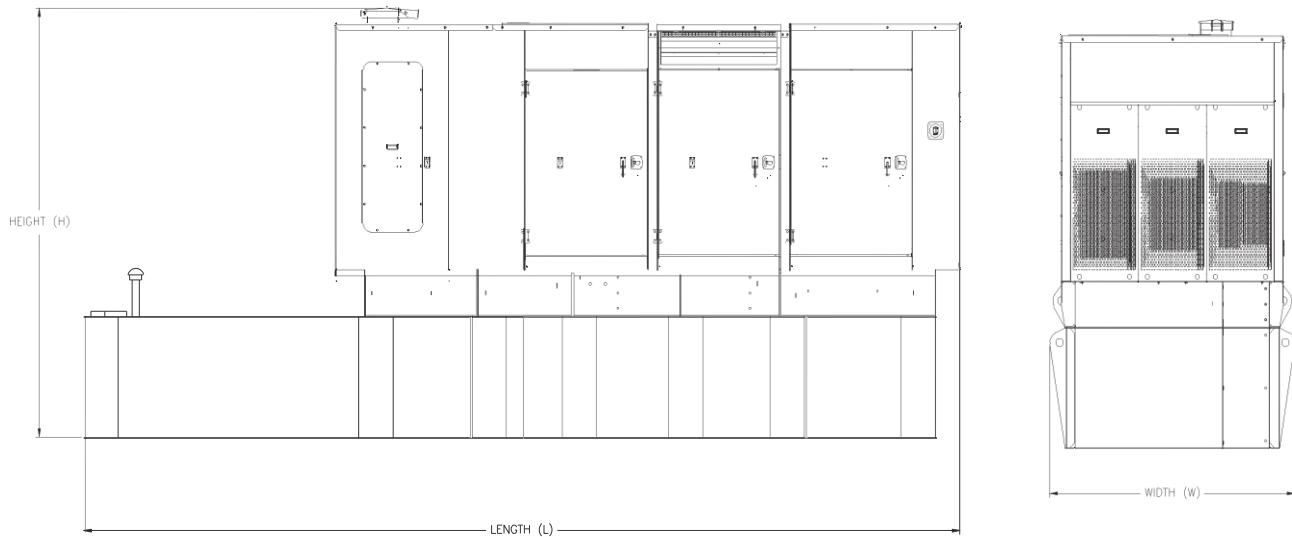
### Sound Attenuated Enclosure on a UL Listed 1000 Gallon Sub-Base Fuel Tank Base



Model	Standby ekW	Length "L"		Width "W"		Height "H"	
		mm	in	mm	in	mm	in
C13	350	5751	226.4	2056	80.9	2955	116.3
	400						
C15	350	5751	226.4	2056	80.9	2955	116.3
	400						
	450						
	500						
C18	550	5747	226.3	2056	80.9	2897	114.1
	600						



### Sound Attenuated Enclosure on a UL Listed 1900 & 2200 Gallon Sub-Base Fuel Tank Base



Model	Standby ekW	Length "L"		Width "W"		Height "H"	
		mm	in	mm	in	mm	in
C13	350	6382	251.2	2056	80.9	3209	126.3
	400						
C15	350	6382	251.2	2056	80.9	3209	126.3
	400						
	450						
	500						
C18	550	7271	286.2	2056	80.9	3151	124.1
	600						

[www.cat.com/electricpower](http://www.cat.com/electricpower)

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## C13 / C15 / C18 Integral and Sub-Base Fuel Tanks

US Sourced  
Diesel Generator Set  
350 – 750 kW 60 Hz

Picture shown may not represent actual package

### Features

- UL Listed for United States (UL 142) and Canada (CAN/ULC S601)
- Facilitates compliance with NFPA 30 code, NFPA 37 and 110 standards and CSA C282 code
- Dual wall
- Lockable fuel fill cap, 4" (101.6 mm) NPT
- Low fuel level warning standard, customer configurable warning or shutdown
- Primary tank leak detection switch in containment basin
- Tank design provides capacity for thermal expansion of fuel
- Fuel supply dip tube is positioned so as not to pick up fuel sediment
- Fuel return and supply dip tube is separated by an internal baffle to prevent immediate re-supply of heated return fuel
- Pressure washed with an iron phosphate solution
- Interior tank surfaces coated with a solvent-based thin-film rust preventative
- Heavy gauge steel gussets with internal lifting rings
- Primary and secondary tanks are leak tested at 20.7 kPa (3 psi) minimum
- Compatible with open packages and enclosures
- Gloss black polyester alkyd enamel exterior paint
- Welded steel containment basin (minimum of 110% of primary tank capacity)
- Direct reading fuel gauge with variable electrical output
- Emergency vents on primary and secondary tanks are sized in accordance with NFPA 30

### Sub Base

- The sub-base fuel tank mounts below the generator set wide base

### Integral

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

### Options

- Audio/visual fuel level alarm panel
- 5 gal (18.9 L) spill containment
- 5 gal (18.9 L) spill containment with fuel fill drop tube with in 6" (152 mm) from bottom of tank
- 5 gal (18.9 L) spill containment with overfill prevention valve and fuel fill drop tube with in 6" (152 mm) from bottom of tank
- ULC Listed 7.5 gal (28.4 L) spill containment with vent extensions, vent whistle, and drop tube facilitating compliance with CSA 8139-09
- ULC Listed 7.5 gal (28.4 L) spill containment with overfill prevention valve, vent extensions, vent whistle and drop tube facilitating compliance with CSA 8139-09

**Integral & Sub-Base Fuel Tank Base Useable Capacities with Fuel Tank Dimensions & Weights**

Integral – Width (W) 2014 mm (79.3 in)

Sub-base – Width (W) 2056 mm (81.0 in)

Integral\* – Width(W) 2315 mm (91.2 in)

Sub-base\*–Width(W) 2357 mm (92.7in)

**Open Set & Weather Protective Enclosure**

C13 Tank Design	Feature Code	Total Capacity		Useable Capacity		Tank Only						Overall Package Height with Tank			
		Liter	Gallon	Liter	Gallon	Dry Weight		Height 'H'		Length 'L'		Open		Enclosure	
						kg	lb	mm	in	mm	in	mm	in	mm	in
Integral	FTDW013	2646	699	2540	671	1569	3450	762	30.0	5461	215	2552	100.5	2743	108.0
Sub-Base	FTDW005	3941	1041	3876	1024	1659	3657	635	25.0	5550	218.5	2763	108.8	2955	116.3
Sub-Base	FTDW006	7643	2019	7556	1996	2228	4483	889	35.0	6184	243.5	3017	118.8	3209	126.3
Sub-Base	FTDW007	8339	2203	8244	2178	2150	5052	889	35.0	7074	278.5	2291	117.8	3789	149.2
Sub-Base	FTDW011	2476	654	2435	643	1468	3236	635	25.0	3810	150.0	2763	108.8	2955	116.3

C15 Tank Design	Feature Code	Total Capacity		Useable Capacity		Tank Only						Overall Package Height with Tank			
		Liter	Gallon	Liter	Gallon	Dry Weight		Height 'H'		Length 'L'		Open		Enclosure	
						kg	lb	mm	in	mm	in	mm	in	mm	in
Integral	FTDW002	1283	339	1262	333	1015	2237	635	25.0	3814	150.1	2426	95.5	2619	103.0
Sub-Base	FTDW005	3941	1041	3876	1024	1659	3657	635	25.0	5550	218.5	2763	108.8	2955	116.3
Sub-Base	FTDW006	7643	2019	7556	1996	2228	4912	889	35.0	6184	243.5	3017	118.8	3209	126.3
Sub-Base	FTDW008	2476	654	2435	643	1468	3236	635	25.0	3810	150.0	2763	108.8	2955	116.3

C18 Tank Design	Feature Code	Total Capacity		Useable Capacity		Tank Only						Overall Package Height with Tank			
		Liter	Gallon	Liter	Gallon	Dry Weight		Height 'H'		Length 'L'		Open		Enclosure	
						kg	lb	mm	in	mm	in	mm	in	mm	in
Integral	FTDW004	1446	382	1422	376	1015	2237	635	25.0	3814	150.1	2426	95.5	2560	100.8
Integral*	FTDW030	2498	660	2381	629	1681	3703	762	30.0	4995	196.6	2670	105.1	2675	105.3
Integral*	FTDW031	5175	1367	4997	1320	2046	4510	762	30.0	6737	265.3	2670	105.1	2675	105.3
Sub-Base	FTDW005	3941	1041	3876	1024	1659	3657	635	25.0	5550	218.5	2763	108.8	2955	116.3
Sub-Base	FTDW007	8339	2203	8244	2178	2150	4134	889	35.0	7074	278.5	2291	117.8	3159	124.4
Sub-Base	FTDW008	2476	654	2435	643	1468	3236	635	25.0	3810	150.0	2739	107.9	2905	114.4
Sub-Base*	FTDW032	10228	2702	9994	2640	2638	5816	889	35.0	7368	290	3127	123.1	3132	123.3

**Integral & Sub-Base Fuel Tank Base Useable Capacities with Fuel Tank Dimensions & Weights**

Integral – Width(W) 2014 mm (79.3 in)

Sub-base – Width(W) 2056 mm (81 in)

Integral\* – Width(W) 2315 mm (91.2 in)

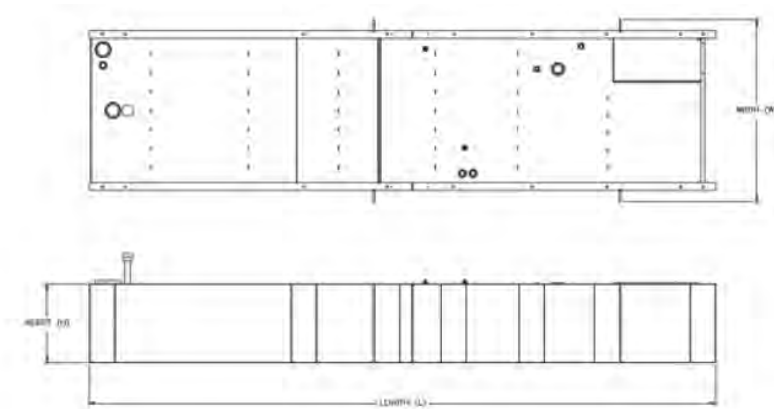
Sub-base\*–Width(W) 2357 mm (92.7in)

**Sound Attenuated Enclosure**

C13 Tank Design	Feature Code	Total Capacity		Useable Capacity		Tank Only						Overall Package Height with Tank			
		Liter	Gallon	Liter	Gallon	Dry Weight		Height 'H'		Length 'L'		Open		Enclosure	
						kg	lb	mm	in	mm	in	mm	in	mm	in
Integral	FTDW013	2646	699	2540	671	1569	3450	762	30.0	5461	215.0	NA	NA	2743	108.0
Sub-Base	FTDW005	3941	1041	3876	1024	1659	3657	635	25.0	5550	218.5	NA	NA	2955	116.3
Sub-Base	FTDW006	7643	2019	7556	1996	2033	4483	889	35.0	6184	243.5	NA	NA	3209	126.3
Sub-Base	FTDW007	8339	2203	8244	2178	2292	5052	889	35.0	7074	278.5	NA	NA	3209	126.3
Sub-Base	FTDW011	2476	654	2435	643	1468	3236	635	25.0	3810	150.0	NA	NA	2955	116.3

C15 Tank Design	Feature Code	Total Capacity		Useable Capacity		Tank Only						Overall Package Height with Tank			
		Liter	Gallon	Liter	Gallon	Dry Weight		Height 'H'		Length 'L'		Open		Enclosure	
						kg	lb	mm	in	mm	in	mm	in	mm	in
Integral	FTDW001	1283	339	1262	333	1015	2237	639	25.0	4746	186.9	NA	NA	2619	103.0
Sub-Base	FTDW005	3941	1041	3876	1024	1659	3657	635	25.0	5550	218.5	NA	NA	2955	116.3
Sub-Base	FTDW006	7643	2019	7556	1996	2228	4912	889	35.0	6184	243.5	NA	NA	3209	126.3
Sub-Base	FTDW011	2476	654	2435	643	1468	3236	635	25.0	3810	150.0	NA	NA	2955	116.3

C18 Tank Design	Feature Code	Total Capacity		Useable Capacity		Tank Only						Overall Package Height with Tank			
		Liter	Gallon	Liter	Gallon	Dry Weight		Height 'H'		Length 'L'		Open		Enclosure	
						kg	lb	mm	in	mm	in	mm	in	mm	in
Integral	FTDW003	1446	382	1422	376	1015	2237	635	25.0	3814	150.1	NA	NA	2560	100.8
Integral*	FTDW030	2498	660	2381	629	1681	3703	762	30.0	4995	196.6	2670	105.	2675	105.3
Integral*	FTDW031	5175	1367	4997	1320	2046	4510	762	30.0	6737	265.3	NA	NA	2675	105.3
Sub-Base	FTDW005	3941	1041	3876	1024	1659	3657	635	25.0	5550	218.5	NA	NA	2905	114.3
Sub-Base	FTDW007	8339	2203	8244	2178	2150	4134	889	35.0	7074	278.5	NA	NA	3209	126.3
Sub-Base	FTDW011	2476	654	2435	643	1468	3236	635	25.0	3810	150.0	NA	NA	2905	114.3
Sub-Base*	FTDW032	10228	2702	9994	2640	2638	5816	889	35.0	7368	290	NA	NA	3132	123.3



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

**Estimated Run Times (Hours) at 100% Load**

C13 Tank Design	Feature Code	Standby Ratings (ekW)				Prime Ratings (ekW)			
		400	350	-	-	350	320	-	-
Integral	FTDW013	24	27	-	-	25	29	-	-
Sub-Base	FTDW005	36	41	-	-	38	43	-	-
Sub-Base	FTDW006	71	80	-	-	74	85	-	-
Sub-Base	FTDW007	77	87	-	-	81	93	-	-
Sub-Base	FTDW011	23	25	-	-	24	27	-	-

C15 Tank Design	Feature Code	Standby Ratings (ekW)				Prime Ratings (ekW)			
		500	450	400	350	455	410	365	320
Integral	FTDW001 / FTDW002	9	9	11	11	10	10	11	12
Sub-Base	FTDW005	28	29	32	36	30	31	35	38
Sub-Base	FTDW006	54	57	62	70	60	62	68	74
Sub-Base	FTDW008 / FTDW011	17	18	20	22	19	20	22	24

C18 Tank Design	Feature Code	Standby Ratings (ekW)					Prime Ratings (ekW)				
		750	700	650	600	550	680	635	600	545	500
Integral	FTDW003 / FTDW004	-	-	-	8	9	-	-	-	9	10
Integral*	FTDW030	11	12	13	-	-	12	13	14	-	-
Integral*	FTDW031	24	25	27	-	-	26	27	29	-	-
Sub-Base	FTDW005	-	-	-	24	25	-	-	-	25	27
Sub-Base	FTDW007	-	-	-	51	54	-	-	-	54	59
Sub-Base	FTDW008 / FTDW011	-	-	-	15	16	-	-	-	16	17
Sub-Base*	FTDW032	48	50	53	-	-	53	55	58	-	-

\*For ratings 650, 700 & 750 ekW only

Tanks with full electrical stub-up area include removable end channel. Tanks with RH stub-up include stub-up area directly below the circuit breaker or power terminal strips. Dimensions include weather-protective enclosure exhaust system.

Dual wall sub-base tanks are UL Listed and constructed in accordance with UL Standard for Safety UL 142, Steel Aboveground Tanks for Flammable and Combustible Liquids and Canada CAN/ULC S601, Standard for Shop Fabricated Steel Aboveground Horizontal Tanks for Flammable and Combustible Liquids.

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

NFPA 30: Flammable and Combustible Liquids Code

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

NFPA 110: Standard for Emergency and Standby Power Systems

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

CSA C282 – Emergency Electrical Power Supply for Buildings

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

The following sub-base fuel tanks meet Chicago code for containment and labelling:

FTDW005

FTDW008

FTDW011

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Image shown may not reflect actual configuration

Standby 110 kW  
 Prime 100 kW  
 60 Hz 1800 rpm 480V  
 60 Hz 1800 rpm 600V

### Specifications

Frequency	Voltage	Standby kW (kVA)	Prime kW (kVA)	Speed rpm
<b>480V 60 Hz Rating</b>				
60 Hz	480/277V	110 (137)	100 (125)	1800
60 Hz	208/120V	110 (137)	100 (125)	1800
60 Hz	240/120V	65 (65)	65 (65)	1800
<b>600V 60 Hz Rating (Optional)</b>				
60 Hz	600V/347V	110 (137)	100 (125)	1800
60 Hz	480V/277V	110 (137)	100 (125)	1800
60 Hz	208/120V	110 (137)	100 (125)	1800
60 Hz	240/120V	64 (64)	64 (64)	1800

Cat® C4.4 ACERT™ Diesel Engine	Metric	Imperial (English)
Configuration	I-4, 4-Stroke - Water Cooled Diesel	
Bore	105 mm	4.13 in
Stroke	127 mm	5 in
Displacement	4.4 L	268.5 in <sup>3</sup>
Aspiration	Turbocharged-Aftercooled	
Compression Ratio	16.5:1	
Engine rpm	1800	
Governor Type	ADEM™ A4	

## Features & Benefits

### Fuel/Emissions Strategy

- Meets U.S. EPA Tier 4 Final emission standards and CARB certified for non-road mobile applications at all 60 Hz ratings

### Design Criteria

- Meets ISO 8528 transient response and linear vibration
- Canadian Standards Association (CSA) Certified

### Single-source Supplier

- Package is factory designed and production tested
- Manufactured in ISO 9001:2000 certified Caterpillar facility

### Cat C4.4 ACERT Diesel Engine

- Four-stroke diesel engine with ACERT technology combined with electronic engine controller offers consistent performance and excellent fuel economy
- Series turbocharged with smart wastegate
- Low ownership costs enabled by a 3,000 hrs service interval for multi-vee belts and service free tappets
- Oil and fuel filter change intervals: 500 hrs

### Cat Clean Emissions Module (CEM)

- Engine mounted Aftertreatment module contains of Diesel Oxidation Catalyst (DOC) and Selective Catalytic Reduction (SCR)
- Aftertreatment remains invisible to the equipment operator when in use
- No requirement for ash servicing
- Service free for life of the engine

### Diesel Exhaust Fluid (DEF) System

- DEF tank provides more than 24 hrs run time @ 75% load.
- Electrically heated DEF lines

### Cat Generator

- Matched to the performance and output characteristics of Cat engines
- Integrated voltage selector switch
- UL 1446 Recognized Class H insulation

### Cat Integrated Voltage Regulator (Cat IVR)

- Three-phase sensing
- Adjustable volts-per-hertz regulation
- Provides precise control, excellent block loading, and constant voltage in the normal operating range

### Cat EMCP 4.2B Control Panel

- Electronic control panel provides power metering, protective relaying, engine and generator parameter viewing, and expanded AC metering
- Graphical display (3.8 in.) denotes text alarm/ event descriptions, set points, engine and generator monitoring, and is visible in all lighting conditions
- Simple, user-friendly interface and navigation
- Automatic set-point adjustment integrated with voltage selection

### Sound-attenuated Enclosure

- Provides excellent weather protection and allows for a quiet package operation with less than 66 dBA sound levels at full load, while offering excellent service access with multiple doors and access panels
- Galvanealed sheet steel body panels for improved corrosion resistance.
- Coolant and oil drains along with auxiliary fuel connections are all conveniently located at one location on the exterior of the enclosure for easy access.

### Fuel System

- Provides 24-hour runtime @ 75% prime
- Meets UL 142, ULC 601
- OPTIONAL: Meets Transport Canada (UN31A) requirements with factory-installed, optional vent kit

### Reduced Environmental Impact

- 110% spill containment of onboard engine fluids

### Cooling System

- Provides 50°C ambient capability @ full rating
- Coolant low-level shutdown switch
- Coolant recovery system for easy top off

### Charging System

- Charging alternator; 12V-100A, heavy duty with integral regulator and belt guards
- 10-Watt Solar maintainer for batteries

### Asset Monitoring and Management

- Product Link™ Generation (PLG) hardware provides two-way communication for remote control and equipment monitoring via cellular network
- Customer-defined, equipment-based, real-time status updates and alerts
- Flexible and customer-configurable user interface
- GPS provides asset location and geo-fencing



## Factory-installed Standard Equipment

### Engine

- Cat C4.4 ACERT heavy-duty diesel engine meets Tier 4 Final emission standards

### Engine Air Inlet

- Heavy-duty air cleaner with dust cup and service indicator
- Turbocharger and air-to-air after cooler

### Cat CEM

- Engine mounted CEM
- Robust operation in cold weather and low loads
- Includes DOC and SCR

### DEF System

- 8 gal (30 L) plastic DEF tank provides capacity to meet or exceed fuel tank runtime at any given load.
- DEF tank is equipped with integrated level sensor and heating element to aid in cold weather operation.
- Electrically heated DEF lines
- DEF level gauge located on the control panel
- Equipped with low and critically-low level alarms and a critically-low shutdown

### Fuel System

- 150 gal (568 L) double-wall fuel tank
- Fuel fill located in an isolated enclosed space away from the engine compartment with a lockable door
- Designed to meet UL 142, ULC 601
- Provides 24-hour runtime @ 75% prime
- Engine mounted electric priming pump
- Auxiliary connections for customer-supplied fuel transfer system with 3-way fuel transfer valve
- Engine mounted primary fuel filter with integral water separator
- Engine-mounted secondary fuel filter

### Cooling System

- Provides 50°C ambient capability @ full rating
- Vertically mounted radiator with engine mounted cooling fan
- 50/50 Extended Life Coolant
- Coolant low-level shutdown switch
- Coolant recovery system
- Coolant drain line with valve

### Mounting System

- Engine, generator and radiator soft mounted to the heavy duty, fabricated steel base frame

### Sound-attenuated Enclosure

- Provides excellent weather protection
- Offers a quiet package with 66 dBA sound levels
- Rugged, corrosion-resistant construction:
  - Galvanealed, sheet steel body panels with zinc phosphate pre-treatment prior to polyester powder coating
- Excellent access for service and maintenance:
  - Two doors on each side of the enclosure provides clear access to routine service and maintenance needs.
  - Two rear doors provide access to power distribution and control panel access
  - Separate door for DEF and Diesel fill access
  - Access panel on the front provides access to clean radiator cores and to service DEF tank.
  - Lube oil drain, coolant drain, external fuel supply and return lines are all piped to exterior of the enclosure and located on one panel for easy access.
- Security and safety features:
  - Pad lockable latches on all access doors
  - Exterior emergency stop (E-stop) button

### Lube System

- Open crankcase breather with filter
- Oil drain line with internal valve routed to connection point accessible from exterior
- 500-hour engine oil change interval

### Starting System

- Single electric starting motor, 12VDC
- Single 12V (850 CCA) maintenance-free battery with disconnect switch, battery rack, and cables
- 120V single-phase block heater

### Quality

- Factory testing of standard generator set and complete power module
- UL, NEMA, ISO, and IEEE standards
- O&M manuals
- CSA Certified
- Full manufacturer's warranty

### Shore Power

- One 110V shore power connection for powering engine block heater and generator space heater (optional), battery charger (optional), and single duplex service receptacle
- Includes controls to de-energize block and generator space heaters when the engine is running

## Factory-installed Optional Equipment

### Vent Kit

- Provides necessary vents and films to upgrade the standard UL142 certified tank to meet Transport Canada (UN31A) certification

### Trailer Electric

- Two-axle trailer with Electric brakes

### Trailer Hydraulic

- Two-axle trailer with Hydraulic brakes

### Battery Charger

- 10A, 12 VDC output
- UL & CSA listed

### Hitches

- 3" Pintle OR 2-5/16" Ball

### Generator Space Heater

- 110 VAC Anti-condensation heater

### Permanent Magnet Generator (PMG)

- Adds independent source of excitation to generator

### NEMA Receptacles

- 208 Volt locking NEMA receptacles, quantity 2

### 600V Generator

- Includes 600V generator and 4-position rotary switch for easy selection of desired output
- Available voltages include:
  - 3-phase (600/347 Volt, 480/277 Volt, 208/120 Volt)
  - 1-phase (240/120 Volt)



## Technical Data

Cat Generator	
Frame size	LC3114F
Pitch	2/3
No. of poles	4
No. of leads	12
Excitation	Self Excited
Number of bearings	Single bearing, close coupled
Insulation	Class H
Enclosure	Drip proof IP23
Alignment	Pilot shaft
Overspeed capability – % of rated	125% of rated
Voltage regulator	3-phase sensing with volts-per-hertz
Voltage regulation (adjustable to compensate for engine speed droop and line loss)	Less than ± 1/2% voltage gain
Wave form deviation	3%
Telephone Influence Factor (TIF)	Less than 50
Harmonic Distortion (THD)	Less than 5%

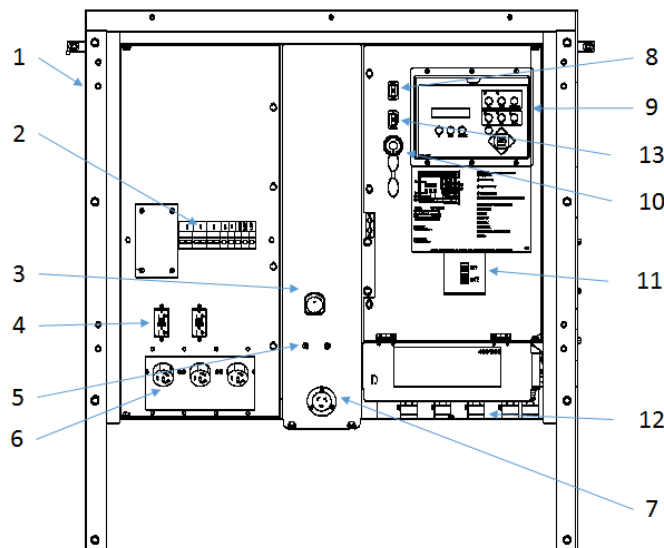
Cat Generator Set			
	Units	60 Hz — Standby	60 Hz — Prime
<b>Power Rating</b>	<b>kW (kVA)</b>	<b>110 (137)</b>	<b>100 (125)</b>
<b>Performance Specification</b>			
<b>Lubricating System</b>			
Oil pan capacity	L (gal)	9.4 (2.5)	9.4 (2.5)
<b>Fuel System</b>			
Fuel consumption — 100% Load	L/hr (gal/hr)	31.3 (8.27)	28.4 (7.49)
75% Load	L/hr (gal/hr)	-	20.9 (5.51)
50% Load	L/hr (gal/hr)	-	14.4 (3.80)
25% Load	L/hr (gal/hr)	-	7.5 (1.97)
Fuel tank capacity	L (gal)	568 (150)	568 (150)
Run time @ 75% rating	Hr		28
<b>DEF System</b>			
DEF consumption — 100% Load	L/hr (gal/hr)	1.2 (0.31)	0.47 (0.12)
75% Load	L/hr (gal/hr)	-	0.72 (0.19)
50% Load	L/hr (gal/hr)	-	0.39 (0.10)
25% Load	L/hr (gal/hr)	-	0.45 (0.12)
DEF tank capacity	L (gal)	30 (7.92)	30 (7.92)
Run time @ 75% rating	Hr		42
<b>Cooling System</b>			
Ambient capability	°C (°F)	55 (131)	55 (131)
Engine & radiator coolant capacity	L (gal)	18.3 (4.8)	18.3 (4.8)
<b>Noise Rating (with enclosure)</b>			
@ 7 meters (23 feet) @ 75% rating	dB(A)	66	65

Technical Data (continued)

Dimensions and Weights					
Model	Length mm (in)	Width mm (in)	Height mm (in)	With Lube Oil & Coolant Kg (lb)	With all fluids Kg (lb)
XQ125	3,222 (127)	1,244 (49)	1,858 (73)	2,372 (5,230)	2,876 (6,341)
XQ125 with trailer (electric brakes)	4,475 (176)	1,981 (78)	2,179 (86)	2,812 (6,200)	3,316 (7,311)
XQ125 with trailer (hydraulic brakes)	4,495 (177)	1,981 (78)	2,179 (86)	2,821 (6,220)	3,325 (7,331)

## Control Panel and Power Distribution Layout

Item	Description
1	Steel enclosure with hinged, lockable doors (not shown)
2	Circuit breakers for receptacles
3	Emergency stop
4	2X Single-phase GFCI duplex receptacles (20A @ 120V)
5	Two-wire remote start terminals
6	3X Single-phase, California-style, twist-lock receptacles, 50A @ 208V phase-to-phase, 120V phase to neutral, or 240/120 single-phase when in that voltage position
7	Single-phase, NEMA locking input receptacle, (30A @ 120V) to power block heater, battery charger and generator space heater
8	Glow plug lamp
9	EMCP 4.2B digital generator set controller
10	Cat ET service tool connector
11	Generator main circuit breaker
12	Main bus connection (bus bars with 13 mm holes) behind hinged cover with safety switch
13	HEST/DPF Regen Lamp



### Ratings Definitions and Conditions

**Meets or Exceeds International Specifications:** AS1359, CSA, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-33.

**Prime** — Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year. Prime power in accordance with ISO3046. Prime ambients shown indicate ambient temperature at 100% load which results in a coolant top tank temperature below the alarm temperature.

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

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

**Fuel rates** are based on fuel oil of 35° API [16°C (60°F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal).

Additional ratings may be available for specific customer requirements, contact your Caterpillar representative for details. For information regarding low sulfur fuel and biodiesel capability, please consult your Cat dealer.

[www.Cat.com/rentalpower](http://www.Cat.com/rentalpower)

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The International System of Units (SI) is used in this publication.

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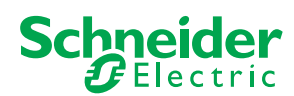
**ASCO** Power Technologies™

## ASCO SERIES 300 Power Transfer Switches



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Life Is On





24-hour protection, no matter when trouble strikes

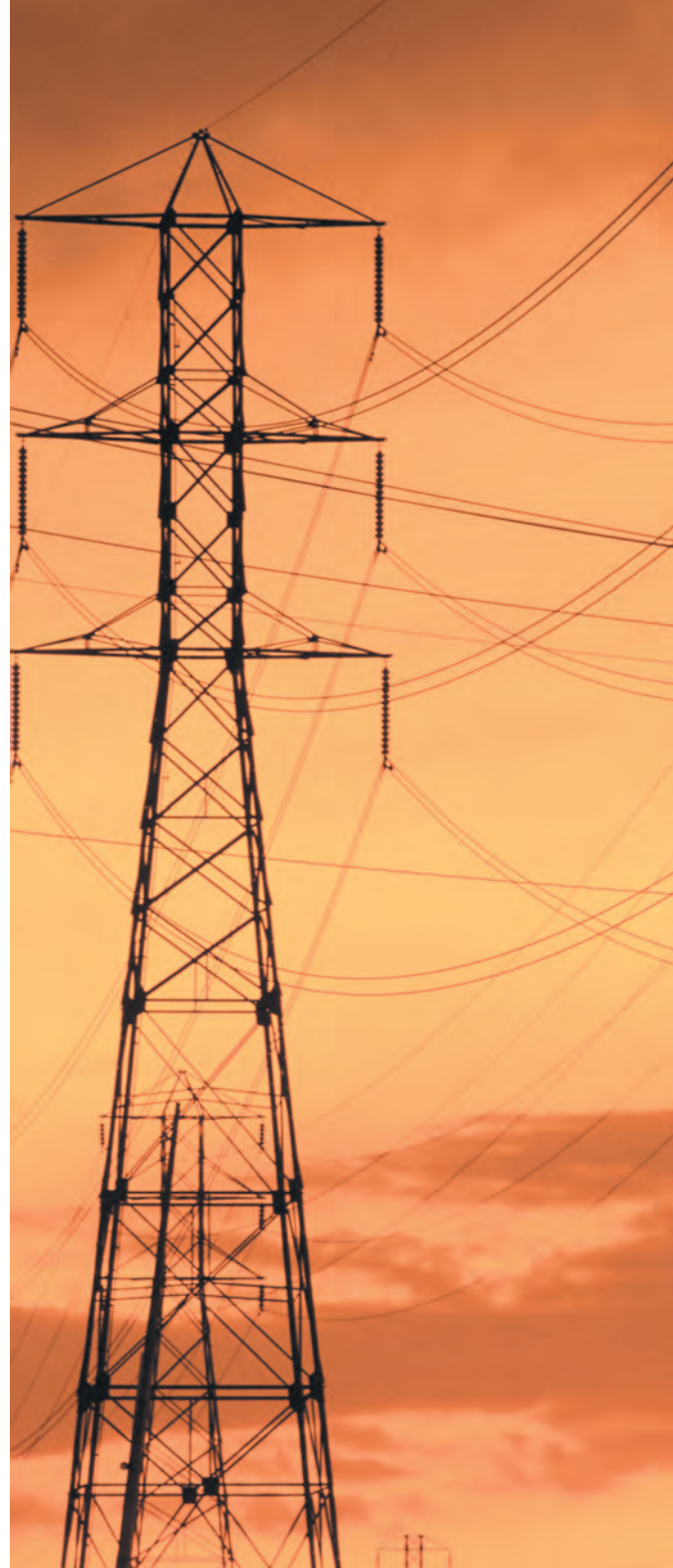
## ASCO SERIES 300 Power Transfer Switches for Power Outage Protection

Where would you be without a constant flow of electrical power? We often take for granted that power will always be around when we need it.

In reality, power failures are common, and when the power goes out, your business suffers. Power failures are unpredictable. They can occur at any time and for any number of reasons — a bolt of lightning, a power surge, a blackout, an accident or even equipment failure. They come without warning and often at the most inconvenient times.

It's for this reason that many businesses and other entities have invested in emergency power backup systems. Typically, the system consists of an engine generator and an automatic transfer switch (ATS) that transfers the load from the utility to the generator.

An ATS with built-in control logic monitors your normal power supply and senses interruptions and unacceptable abnormalities. When the utility power fails, the ATS automatically starts the engine generator and transfers the load after the generator has reached proper voltage and frequency. This happens in a matter of seconds after the power failure occurs. When the utility power has been restored, the ATS will automatically switch the load back and, after a time delay, shut down the engine generator. With an ATS, you are protected 24 hours a day, seven days a week.





## TYPICAL APPLICATIONS

### TELECOM

In the telecommunication industry, providing a high level of service and dependability is crucial. Lost power means an interruption in service for your customers and lost business for your company. For instance, with cell sites scattered across a wide geographical region and in many remote areas, the chances of an interruption in power are increased, making an ATS valuable resource at each location.

To maintain dependable service, each cell site must be monitored 24 hours a day. This can be very difficult without some type of remote monitoring and testing capability. The SERIES 300 Transfer Switch, combined with ASCO's monitoring and control management system, is a cost-effective, packaged solution that can achieve both of these challenging objectives without a major investment at each cell site. With ASCO's connectivity solutions, you can remotely monitor and control numerous sites from around the corner or across the world.

### AGRICULTURE

Maintaining electrical power is vital to an agriculture operation. If the flow of power is interrupted, your operation will be at risk unless the backup generator is quickly activated. A prolonged power outage can affect numerous aspects of the operation, from housing and feeding livestock to processing and producing the end product.

With an ASCO SERIES 300 Transfer Switch, power will automatically be transferred over to your backup generator, eliminating the need to manually switch from utility to generator. When power is restored, the ASCO SERIES 300 Transfer Switch will, after an adjustable time delay to allow for utility stabilization, automatically switch the load back to the utility service.

### COMMERCIAL/RETAIL, LIGHT INDUSTRIAL

The retail industry is very competitive. An electrical power failure can have a dramatic impact on a retailer's bottom line. If power is interrupted during peak shopping times, the effect can be extremely damaging to present and future business.

A power interruption will not only suspend shopping, it can also create safety problems, result in lost transaction data, lost account information and possible damage to data collection equipment. In addition, retailers who rely on controlled climates to protect valuable inventory could suffer even greater losses, especially if the power failure occurs at a time when no one is available to rectify the situation. To avoid any of these power outage problems, simply install a backup generator with an ASCO SERIES 300 Transfer Switch, and your power outage concerns will be a thing of the past.

### MUNICIPAL

The ASCO SERIES 300 Transfer Switch can be a critical component of a municipal government's emergency power backup system. Residents of townships, cities and counties rely on police, fire, ambulance/first aid and other critical public sector services.

An interruption in power can affect the ability of emergency services to effectively respond to the needs of the community. When time is a critical factor, such as when responding to a fire alarm or an emergency call, an ASCO SERIES 300 Transfer Switch can be a lifesaver, by automatically switching to power from the backup generator. While not all municipal services are a matter of life and death, they are always expected to be there.



# SERIES 300 POWER TRANSFER SWITCHES

## MAXIMUM RELIABILITY & EXCELLENT VALUE

With a SERIES 300 Transfer Switch, you get a product backed by ASCO Power Technologies, the industry leader responsible for virtually every major technological advance in the Transfer Switch industry.

The ASCO SERIES 300 was designed for one purpose—to automatically transfer critical loads in the event of a power outage. Each and every standard component was designed by ASCO engineers for this purpose.

The SERIES 300 incorporates the Group G controller with enhanced capabilities for dependable operation in any environment. A user-friendly control interface with a 128x64 graphical LCD display and intuitive symbols allow for ease of operation while visual LED indicators display the transfer switch status. Operating parameters and feature settings can be adjusted without opening the enclosure door.

The rugged construction and proven performance of the ASCO SERIES 300 assure the user of many years of complete reliability. The SERIES 300 is even designed to handle the extraordinary demands placed on the switch when switching stalled motors and high inrush loads.

ASCO's SERIES 300 modular, compact design makes it easy to install, inspect and maintain. All parts are accessible from the front so switch contacts can be easily inspected.

## FEATURES

- The SERIES 300 is listed to UL 1008 standard for total system loads for automatic transfer switches.
- Meets NFPA 110 for Emergency and Standby Power Systems and the National Electrical Code (NEC) Articles 700, 701 and 702.

## UL 1008 WITHSTAND AND CLOSE-ON RATINGS FOR ASCO SERIES 300 GROUP G PRODUCTS<sup>1,2</sup> (RMS Symmetrical Amperes)

FRAME	SWITCH RATINGS (AMPERES)	CURRENT LIMITING FUSES				SPECIFIC BREAKER			
		TRANSFER SWITCHES	480V MAX.	600V MAX.	MAX. SIZE, A	CLASS	240V MAX.	480V MAX.	600V MAX.
D	30		100kA	-	60	J	22kA	22kA	10kA
D	70-104		35kA	35kA	200	RK1	42kA	22kA	10kA
			200kA	35kA	200	J			
D	150		35kA	35kA	200	RK1	65kA	25kA	10kA
			200kA	35kA	200	J			
D	200		200kA	-	200	J	65kA	25kA	10kA
D	230		100kA	-	300	J	65kA	25kA	10kA
J	150 <sup>4</sup> , 200 <sup>4</sup> , 230 <sup>4</sup> , 260, 400		200kA	200kA	600	J	50kA	50kA	42kA
J	600		200kA	200kA	800	L	50kA	50kA	42kA
H	800-1200		200kA	200kA	1600	L	65kA <sup>3</sup>	65kA	65kA
G	1600-2000 <sup>3</sup>		200kA	200kA	2500	L	85kA	85kA <sup>3</sup>	85kA <sup>3</sup>
G	2600-3000		200kA	200kA	4000	L	100kA	100kA	100kA

### Notes:

1. All WCR values indicated are tested in accordance with the requirements of UL 1008, 7th Edition. See ASCO Pub. 1128 for more WCR information.
2. Application requirements may permit higher WCR for certain switch sizes.
3. Front connected only.
4. J 150, 200, 230 Amperes available in 3ADTS and 3NDTS only.



**Fig. 1: ASCO Power Transfer Switch rated 200 Amps**

- Restriction of Hazardous Substances (RoHS) compliant controller.
- 30 through 3000 amperes in a compact design.
- Switch operating temperature range of 0 to +40<sup>o</sup> C.
- Available to 600 VAC, single or three phase.
- True double-throw operation: The single solenoid design is inherently inter-locked and prevents connections to both sources at the same time.
- No danger of the SERIES 300 ATS transferring loads to a dead source because the unique ASCO single-solenoid operator derives power to operate from the source to which the load is being transferred.
- Easy-to-navigate 128x64 graphical LCD display with keypad provides LED indicators for switch position, source availability, not in auto mode, and alert condition.
- Integrated multilingual user interface for configuration and monitoring.
- Delayed transition operation is now available (Dual Operator Configuration).
- Non-automatic operation can be selected using the key pad without opening enclosure door.
- Relay expansion module with extra relays for accessory outputs (optional).
- Includes soft keys for test function and time delay bypass as standard features.
- Emergency source failure alert indication.
- Historical event log (optional).
- Statistical ATS system monitoring information.
- Diagnostic functions.
- Password protection to prevent unauthorized tampering of settings.
- Adjustable time-delay feature prevents switch from being activated due to momentary utility power outages and generator dips.
- Auxiliary contacts to indicate position of main contacts. Two (2) for normal and two (2) emergency position
- Supplied with solid neutral termination.
- Optional switched neutral pole available.
- Field modification accessory kits available.
- Available for immediate delivery.

# SERIES 300 POWER TRANSFER SWITCHES

## DESIGNED TO FIT ANYWHERE

The ASCO SERIES 300 product line represents the most compact design of automatic power transfer switches in the industry. With space in electrical closets being at a premium, the use of wall- or floor-mounted ASCO Power Transfer Switches assure designers optimum utilization of space.

All transfer switches through 2000 amperes are designed to be completely front accessible. This permits the enclosures to be installed flush against the wall and still allow installation of all power cabling and connections from the front of the switch. Cable entrance plates are also standard on the 1600 and 2000 amperes units to install optional side-mounted pull boxes for additional cable bending space.



Fig. 2: ASCO Power Transfer Switch rated 200 Amps



Fig. 3: ASCO Power Transfer Switch rated 400 Amps



Fig. 4: ASCO Power Transfer Switch rated 600 Amps



Fig. 5: ASCO Power Transfer Switch rated 1000 Amps

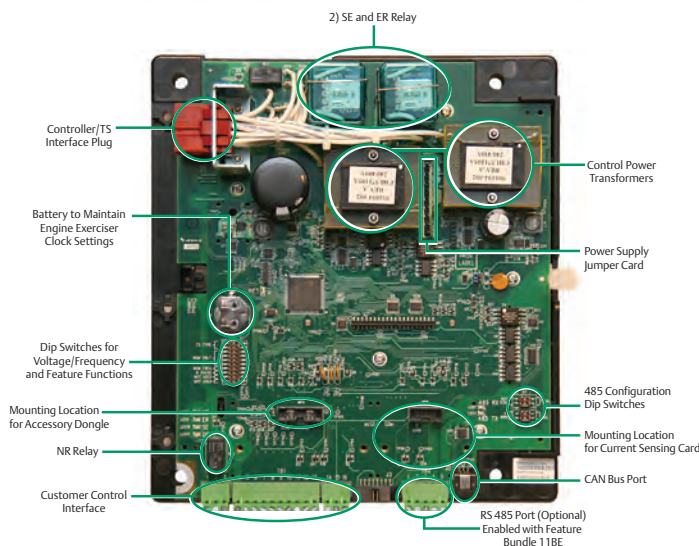


Fig. 6: ASCO Power Transfer Switch rated 2000 Amps shown in Type 3R enclosure



Fig. 7: ASCO Power Transfer Switch rated 3000 Amps

# SERIES 300 GROUP G CONTROLLER



**Fig. 8:** ASCO SERIES 300 Group G Controller

## CONTROL AND DISPLAY PANEL

- Easy-to-navigate 128x64 graphical LCD display with keypad provides LED indicators for switch position, source availability, not in auto mode, and alert condition. It also includes test and time delay bypass soft keys.

## VOLTAGE, FREQUENCY & CURRENT SENSING

- 3-phase under and over voltage settings on normal and single phase sensing on emergency source.
- Under and over frequency settings on normal and emergency.
- True RMS voltage sensing with +/-1% accuracy.
- Frequency sensing accuracy is +/- 0.1Hz.
- Voltage and frequency parameters adjustable in 1% increments.
- Selecting settings: single or three-phase voltage sensing on normal, and single phase sensing on emergency; 50 or 60Hz. 3-phase voltage unbalance on normal.
- Load current sensing card (optional).

The SERIES 300 incorporates the group “G” controller with enhanced capabilities for dependable operation in any environment.

## TIME DELAYS

- Engine start time delay – delays engine starting signal to override momentary normal source outages, adjustable from 0 to 6 seconds (Feature 1C).
- Emergency source stabilization time delay to ignore momentary transients during initial generator set loading, adjustable from 0 to 4 seconds (Feature 1F).
- Re-transfer to normal time delay with two settings (Feature 3A).
  - Power failure mode – 0 to 60 minutes
  - Test mode – 0 to 10 hours
- Unloaded running time delay for engine cooldown, adjustable from 0 to 60 minutes (Feature 2E).
- Pre- and post-signal time delay for selective load disconnect with a programmable bypass on source failures, adjustable from 0 to 5 minutes (specify ASCO optional accessory 31Z).
- Optional fully programmable engine exerciser with seven independent routines to exercise the engine generator, with or without loads, on a daily, weekly, bi-weekly or monthly basis (specify ASCO optional accessory feature bundle 11BE).
- Delayed transition load disconnect time delay, adjustable from 0 to 5 minutes (3ADTS/3NDTS configuration only).

## STANDARD SELECTABLE FEATURES

- Inphase monitor to transfer motor loads, without any intentional off time, to prevent inrush currents from exceeding normal starting levels.
- Engine exerciser to automatically test backup generator each week, with or without load 20 minutes not adjustable.
- Commit to transfer.
- Selective load disconnect circuit to provide a pre-transfer and/or post-transfer signal when transferring from emergency to normal and/or normal to emergency.
- Re-transfer to normal through soft keys on user interface permits selection of “manual” or “automatic” operation.
- 60Hz or 50Hz selectable switch. Three-/single- phase selectable switch.

## REMOTE CONTROL FEATURES

- External inputs for connecting:
  - Remote test switch.
  - Remote contact for test or peak shaving applications. If emergency source fails, switch will automatically transfer back to normal source if acceptable.
  - Inhibit transfer to emergency.
  - Remote time delay bypass switch emergency to normal.

# SERIES 300 GROUP G OFFERS SOPHISTICATED FUNCTIONALITY

The new Group G controller offers an intuitive, easy-to-navigate 128\*64 graphical LCD display with soft keypad and provides six (6) LED indicators.

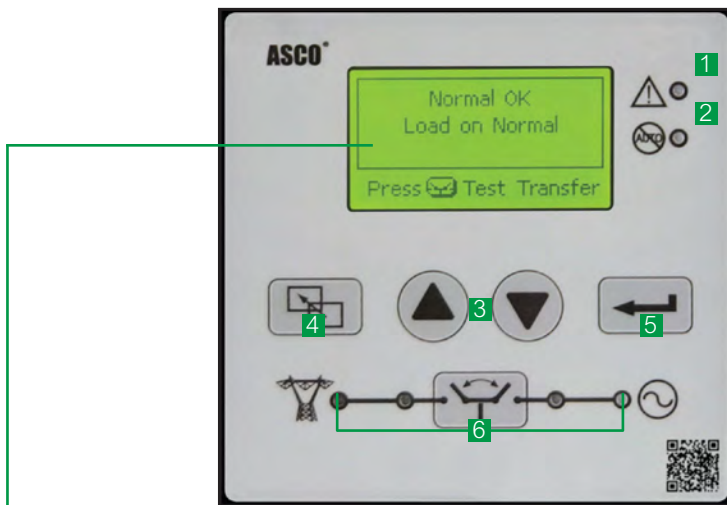
- Switch Position (green for normal, red for emergency LED)
- Source Availability (green for normal, red for emergency LED)
- "Not In Auto" (amber LED)
- Common Alarm (amber LED)

The ASCO group "G" controller is self-contained with an integrated display (no other components are required for efficient operation).

The controller allows for open or delayed transition transfer operation (both automatic, and non-automatic configurations).

An integrated multilingual user interface for configuration and monitoring (this design approach allows greater application flexibility).

Multiple source-sensing capabilities of voltage, frequency (under frequency sensing on normal and emergency sources), and optional current card, single and three phase (does not require an external metering device).



**Fig. 9: Door-Mounted Control & Display Panel**

- 1** Common Alarm
- 2** Not In Auto Indicator
- 3** Scroll, Up/Down Arrows
- 4** Escape Key
- 5** Enter Key
- 6** LED Source Availability and Switch Position Indicators Transfer / Time Delay Override control push-button

<p><b>Control Status</b></p>	<p><b>Source Status</b></p> <table border="1"> <tr><th>Normal</th><th>Emergency</th></tr> <tr><td>V<sub>a</sub> 207V</td><td>V<sub>a</sub> 207V</td></tr> <tr><td>V<sub>b</sub> 206V</td><td>V<sub>b</sub> 207V</td></tr> <tr><td>V<sub>c</sub> 207V</td><td>V<sub>c</sub> 207V</td></tr> <tr><td>60.0Hz</td><td>60.0Hz</td></tr> </table>	Normal	Emergency	V <sub>a</sub> 207V	V <sub>a</sub> 207V	V <sub>b</sub> 206V	V <sub>b</sub> 207V	V <sub>c</sub> 207V	V <sub>c</sub> 207V	60.0Hz	60.0Hz	<p><b>Alarm Status</b></p>	<p><b>Controller Information</b></p>
Normal	Emergency												
V <sub>a</sub> 207V	V <sub>a</sub> 207V												
V <sub>b</sub> 206V	V <sub>b</sub> 207V												
V <sub>c</sub> 207V	V <sub>c</sub> 207V												
60.0Hz	60.0Hz												
<p><b>Main Menu/ Settings</b></p>	<p><b>Settings/ Engine Exerciser</b></p>	<p><b>Settings/General/ Communications</b></p>	<p><b>Settings/General/ Common Alarms</b></p>										
<p><b>Main Menu/ Event Logging</b></p>	<p><b>Main Menu/ Statistics</b></p>	<p><b>Main Menu/ Factory/Diagnostics</b></p>	<p><b>Main Menu/ About</b></p>										

# SERIES 300 ATS OPTIONAL ACCESSORIES

## ACCESSORY 1UP

UPS back up power to allow controller to run with LCD display for 30 seconds without AC power.

## ACCESSORY 11BE FEATURE BUNDLE

A fully programmable engine exerciser with seven independent routines to exercise the engine generator with or without loads, on a daily, weekly, bi-weekly or monthly basis. Engine exerciser setting can be displayed and changed from the user interface keypad.

Event Log display shows the event number, time and date of event, event type, and event reason (if applicable).

A maximum of 300 events can be stored. RS 485 Communications Port Enabled Common Alarm Output Contact

## ACCESSORY 18RX

Relay expansion module (REX) provides for some commonly used accessory relays, includes one form C contact for source availability of normal (18G), and one form C contact for availability of emergency (18B) (contact rating 5 amperes @ 30Vdc or @125 VAC resistive) (100 ma, 5Vdc min). Additional output relay is provided, the default is to indicate a common alarm. (See operator's manual for configurable options.)

## ACCESSORY 23GA<sup>1</sup> (SINGLE PHASE) AND 23GB (THREE PHASE)

Load current metering card measures either single or three phase load current.

Note 1: This feature is not available with a Power Meter Option (135L).

## ACCESSORY 44A

Strip Heater with thermostat for extremely cold areas to prevent condensation and freezing of this condensation. External 120 volt power source required.

## ACCESSORY 44G

Strip Heater with thermostat, wired to load terminals: 208-240, 360-380, 460-480, 550-600 volts. Contains wiring harnesses for all transfer switch sizes.

## ACCESSORY 72EE

Connectivity Module enabling remote monitoring and control capabilities includes accessory 11BE featured bundle (pages 12-14).

## FIELD CONVERSION KITS FOR SERIES 300 TRANSFER SWITCHES

KIT NO.	DESCRIPTION
935147	Feature Bundle Includes Engine Exerciser/Event Log/RS 485/ Common Alarm Output Contact (Acc. 11BE) Dongle
935148	REX Module with Source Availability Contacts (Acc. 18RX)
935149	UPS to allow controller to run for 30 seconds minimum without AC Power (Acc. 1UP)
935150	1/3 Phase load current sensing card only (Acc. 23GA/GB)
K613127-001	Strip Heater (125 watt) 120 volt (Acc. 44A)
K613127-002	Strip Heater (125 watt) 208-480 volt (Acc. 44G)
948551	Quad-Ethernet Module (Acc. 72EE)
K609027	Cable Pull Box (1600-2000 amperes)

## ACCESSORY 73

Surge Suppressor (TVSS) Rated 65kA.

## ACCESSORY 62W

Audible alarm with silencing feature to signal each time switch transfers to emergency (may require oversize enclosure depending on accessory combination for "D" frame only).

## ACCESSORY 37B

6' Extension harness for units shipped open type to accommodate customer mounting of controls and switch.

## ACCESSORY 37C

9' Extension harness for units shipped open type to accommodate customer mounting of controls and switch.

## ACCESSORY 135L<sup>2</sup>

Power Meter on load side (includes shorting block and CTs)Note 2: This feature is not available with Load Current Metering Option (23GA or 23GB).

## ACCESSORY 30A<sup>3</sup>

Shedding circuit initiated by opening of a customer-supplied contact.

## ACCESSORY 30B\*<sup>3</sup>

Load-shedding circuit initiated by removal of customer-supplied voltage. (\*Specify Voltage)

## ACCESSORY 30AA<sup>3</sup>

Load-shedding circuit initiated by opening of a customer-supplied contact.

## ACCESSORY 30BA\*<sup>3</sup>

Load-shedding circuit initiated by removal of customer-supplied voltage. (\*Specify Voltage)

Note 3: Accessory 30A and 30B\* are only available for 3ATS only;

accessory 30AA and 30BA\* are only available for 3ADTS.



Fig. 10: Strip Heater Kit (Accessory 44G)



Fig. 11: Relay Expansion Module (Accessory 18RX)



Fig. 12: Load Current Card (Accessory 23GA/GB)

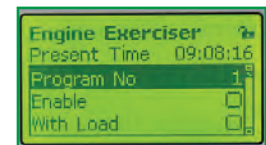


Fig. 13: Programmable Engine Exerciser



Fig. 14: Accessory 1UP UPS Backup Power

# SERIES 300 POWER TRANSFER SWITCHES

## SERIES 300 NON-AUTOMATIC TRANSFER SWITCHING (3NTS)

ASCO non-automatic transfer switches are generally used in applications in which operating personnel are available and the load is not an emergency type requiring automatic transfer of power. They can also be arranged for remote control via ASCO's connectivity products.



Fig. 15: ASCO 3NTS 400 Amps  
Type 1 Enclosure

### 3NTS FEATURES

- ASCO Non-Automatic Transfer Switches are manually initiated via soft keys on the user interface panel.
- Sizes range from 30 through 3000 amperes.
- Group G controller provides for addition of optional accessories.
- Controller prevents inadvertent operation under low voltage condition.
- Source acceptability lights inform operator if sources are available to accept load.
- Source inphase monitor to transfer motor loads between live sources.
- Two auxiliary contacts closed when transfer switch is connected to normal and two closed on emergency standard feature 14AA/14BA.



Fig. 16: ASCO 3ADTS/3NDTS 400  
Amps  
Type 1 Enclosure

## SERIES 300 DELAYED TRANSITION TRANSFER SWITCHING (3ADTS/3NDTS)

ASCO Delayed Transition Transfer Switches are designed to provide transfer of loads between power sources with a timed load disconnect position for an adjustable period of time.

### 3ADTS/3NDTS FEATURES

- Sizes from 150 through 3000 amperes.
- Reliable field proven dual solenoid operating mechanisms.
- Mechanical interlocks to prevent direct connection of both sources.
- Adjustable time delay for load disconnect (0 to 5 minutes).
- Available in manual operation configuration (3NDTS).
- Available with optional load shed feature for (3ADTS).

# SERIES 300 TRANSFER SWITCH ORDERING INFORMATION

To order an ASCO SERIES 300 Power Transfer Switch, complete the following catalog number:

J	+	03ATS	+	A	+	3	+	0600	+	N	+	GX	+	C
Frame	Transition Type		Neutral Code	Phase Poles	Amperes	Voltage Code	Group Code	Enclosure						
<b>Open Transition</b> D = 30A - 230A	<b>Automatic</b> 03ATS Open Transition		A = Solid Neutral	2	0030 <sup>1</sup>	A <sup>3</sup> = 115	G0	0 = Open Type (zero)						
			B = Switched Neutral	3	0070 <sup>1</sup> 0104 <sup>1</sup>	B <sup>3</sup> = 120 C = 208	No Optional Accessories	C = Type 1 Enclosure						
<b>Open/Delayed Transition</b> J = 150A - 600A H = 800A - 1200A G = 1600A - 3000A	3ADTS Delayed Transition				0150 <sup>1, 5</sup>	D = 220	GX Optional Accessories	F = Type 3R <sup>1</sup> Enclosure						
	<b>Non Automatic</b> 03NTS Open Transition				0200 <sup>1, 3, 4</sup>	E = 230		G = Type 4 <sup>1</sup> Enclosure						
	3NDTS Delayed Transition				0230 <sup>1, 3, 4</sup>	F = 240		H = Type 4X <sup>1</sup> Enclosure (304 Stainless Steel)						
					0260 <sup>1, 4</sup>	H = 380		L = Type 12 <sup>1</sup> Enclosure						
					0400 <sup>1, 4</sup>	J = 400		M = Type 3R <sup>3</sup> Secure Double Door Enclosure						
					0600 <sup>1, 4</sup>	K = 415		N = Type 4 Secure Double Door Enclosure						
					0800 <sup>4</sup>	L = 440		Q = Type 12 Secure Double Door Enclosure						
					1000 <sup>4</sup>	M = 460		R = Type 3RX <sup>7, 8</sup> Secure Double Door Enclosure (304 Stainless Steel)						
					1200 <sup>4, 5</sup>	N = 480								
					1600 <sup>4, 5</sup>	P = 550								
				2000 <sup>4, 5</sup>	Q = 575									
				2600 <sup>4, 5</sup>	R = 600									
				3000 <sup>4, 5</sup>										

**Notes:**

- Switch sizes 30-600 amperes supplied in non-secure enclosures as standard.
- 115-120 volt available for 30-400 amperes only. For other voltages contact ASCO.
- 200 and 230 amperes rated switches for use with copper cable only.
- Switch sizes 800-3000 amperes, and 150-400 amperes 3ADTS/3NDTS provided in secure type outdoor enclosures when required.
- Use Type 3R secure for 1200, 2000, 2600, and 3000.
- Type 304 stainless steel is standard. Suitable for indoor or outdoor use where there may be caustic or alkali chemicals in use. To provide an improved reduction in corrosion of salt and some chemicals, optional type 316 stainless steel is recommended. This is the preferred choice for marine environments.
- Available on switches rated 1200, 2000, 2600, and 3000 amperes.
- When temperatures below 32°F can be experienced, special precautions should be taken, such as the inclusion of strip heaters, to prevent condensation and freezing of this condensation. This is particularly important when environmental (Type 3R, 4) are ordered for installation outdoors.
- Type 3R enclosures are not suitable for installations subject to wind blown rain or snow. Use type 4 enclosures where available or install supplemental shelter protection around the 3R enclosure.

## SERIES 300 EXTERNAL POWER CONNECTIONS

### Size UL-Listed Solderless Screw-Type Terminals

SWITCH RATING (AMPERES)	RANGES OF AL-CU WIRE SIZES (UNLESS SPECIFIED COPPER ONLY)
30-230 <sup>2</sup> ATS and NTS only	One #14 to 4/0 AWG
150*, 260, 400	Two 1/0 AWG to 250 MCM or One #4 AWG to 600 MCM
600	Two 2/0 AWG to 600 MCM
800, 1000, 1200	Four 1/0 to 600 MCM
1600, 2000	Six 1/0 to 600 MCM
2600, 3000	Twelve 1/0 to 750 MCM

**Notes:**

- All SERIES 300 switches are furnished with a solid neutral plate (unless switched neutral configuration is specified) and terminal lugs.
  - 200 and 230 amperes rated switches for use with copper cable only. Refer to paragraph 310.15 of the NEC for additional information.
  - Use wire rated 75°C minimum for all power connections.
- \* 150 for DTS only

## EXTENDED WARRANTIES FOR SERIES 300 TRANSFER SWITCHES (3ATS/3NTS/3ADTS/3NDTS)

DESCRIPTION
1 Year Extension (Total of 3 Years)
2 Year Extension (Total of 4 Years)
3 Year Extension (Total of 5 Years)

**Notes:**

- Standard warranty is (24) months, 2 years from date of shipment, extended warranty is in addition to the two years, for a total of, 3, 4, or 5 years.
- Refer to Publication 3223 for warranty terms and conditions.

# SERIES 300 Transfer Switch Dimensions and Shipping Weights

## UL TYPE 1 ENCLOSURE<sup>1,2,3,4</sup>

SWITCH RATING AMPS	PHASE POLES	NEUTRAL CODE	DIMENSIONS, IN. (MM)			APPROX. SHIPPING WEIGHT LB. (KG)
			WIDTH	HEIGHT	DEPTH	
30 <sup>3</sup> , 70 <sup>3</sup> , 104 <sup>3</sup> 150 <sup>3</sup> , 200 <sup>3</sup>	2	A	18 (457)	31 (787)	13 (330)	69 (32)
	2	B	18 (457)	31 (787)	13 (330)	72 (33)
	3	A	18 (457)	31 (787)	13 (330)	72 (33)
	3	B	18 (457)	31 (787)	13 (330)	75 (34)
230	2	A	18 (457)	48 (1219)	13 (330)	117 (53)
	2	B	18 (457)	48 (1219)	13 (330)	125 (57)
	3	A	18 (457)	48 (1219)	13 (330)	125 (57)
	3	B	18 (457)	48 (1219)	13 (330)	133 (61)
260, 400	2	A	24 (610)	56 (1422)	14 (356)	250 (113)
	2	B	24 (610)	56 (1422)	14 (356)	260 (118)
	3	A	24 (610)	56 (1422)	14 (356)	260 (118)
	3	B	24 (610)	56 (1422)	14 (356)	270 (123)
150, 200, 230 SERIES 3ADTS/3NTS only	2	A	24 (610)	56 (1422)	14 (356)	250 (113)
	2	B	24 (610)	56 (1422)	14 (356)	260 (118)
	3	A	24 (610)	56 (1422)	14 (356)	260 (118)
	3	B	24 (610)	56 (1422)	14 (356)	270 (123)
600	2	A	24 (610)	63 (1600)	17 (432)	300 (137)
	2	B	24 (610)	63 (1600)	17 (432)	320 (146)
	3	A	24 (610)	63 (1600)	17 (432)	320 (146)
	3	B	24 (610)	63 (1600)	17 (432)	320 (151)
800, 1000	2	A	34 (864)	72 (1829)	20 (508)	431 (196)
	2	B	34 (864)	72 (1829)	20 (508)	460 (209)
	3	A	34 (864)	72 (1829)	20 (508)	460 (209)
	3	B	34 (864)	72 (1829)	20 (508)	489 (222)
1200	2	A	38 (965)	87 (2210)	23 (584)	581 (264)
	2	B	38 (965)	87 (2210)	23 (584)	611 (277)
	3	A	38 (965)	87 (2210)	23 (584)	611 (277)
	3	B	38 (965)	87 (2210)	23 (584)	639 (290)
1600, 2000	3	A	38 (965)	87 (2210)	23 (584)	1160 (525)
	3	B	38 (965)	87 (2210)	23 (584)	1160 (525)
2600, 3000	3	A	38 (965)	91 (2311)	72 (1829)	1430 (649)
	3	B	38 (965)	91 (2311)	72 (1829)	1495 (679)

### Notes:

- Unit is designed for top cable entry of emergency and load, and bottom entry of normal. A cable pull box is also available for all top or bottom cable access when required (optional accessory kit #K609027). Not required for type 3R, 4X and 12 enclosures where available.
- Enclosures for 2600, 3000 amperes are free-standing with removable top, sides and back.
- Dimensions for 30-200 amperes when furnished with accessory 135L power meter, 18"W - 41"H - 13"D
- Dimensional data is approximate and subject to change. Certified dimensions available upon request.

## UL TYPE 3R, 4 OR 12 ENCLOSURE<sup>1,2,3,4</sup>

SWITCH RATING AMPS	PHASE POLES	NEUTRAL CODE	DIMENSIONS, IN. (MM)			APPROX. SHIPPING WEIGHT LB. (KG)
			WIDTH	HEIGHT	DEPTH	
30 <sup>2</sup> , 70 <sup>2</sup> , 104 <sup>2</sup> 150 <sup>2</sup> , 200 <sup>2</sup> (Non-Secure Enclosure)	2	A	17.5 (445)	35 (886)	11.625 (295)	84 (38)
	2	B	17.5 (445)	35 (886)	11.625 (295)	87 (40)
	3	A	17.5 (445)	35 (886)	11.625 (295)	87 (40)
	3	B	17.5 (445)	35 (886)	11.625 (295)	90 (41)
230 (Non-Secure Enclosure)	2	A	18 (458)	50.5 (1284)	14.33 (364)	90 (41)
	2	B <sup>3</sup> or C	18 (458)	50.5 (1284)	14.33 (364)	132 (60)
	3	A	18 (458)	50.5 (1284)	14.33 (364)	140 (63)
	3	B <sup>3</sup> or C	18 (458)	50.5 (1284)	14.33 (364)	148 (67)
260, 400	2	A	24 (610)	63 (1600)	18.2 (462)	320 (146)
	2	B	24 (610)	63 (1600)	18.2 (462)	340 (155)
	3	A	24 (610)	63 (1600)	18.2 (462)	340 (155)
	3	B	24 (610)	63 (1600)	18.2 (462)	350 (160)
150, 200, 230 SERIES 3ADTS/3NTS only (Non-Secure Enclosure)	2	A	24 (610)	63 (1600)	18.2 (462)	320 (146)
	2	B	24 (610)	63 (1600)	18.2 (462)	340 (155)
	3	A	24 (610)	63 (1600)	18.2 (462)	340 (155)
	3	B	24 (610)	63 (1600)	18.2 (462)	350 (160)
600 (Non-Secure Enclosure)	2	A	24 (610)	63 (1600)	18.2 (462)	320 (146)
	2	B	24 (610)	63 (1600)	18.2 (462)	340 (155)
	3	A	24 (610)	63 (1600)	18.2 (462)	340 (155)
	3	B	24 (610)	63 (1600)	18.2 (462)	350 (160)
800, 1000	2	A	34 (859)	72 (1821)	20 (508)	519 (236)
	2	B	34 (859)	72 (1821)	20 (506)	543 (246)
	3	A	34 (859)	72 (1821)	20 (506)	543 (246)
	3	B	34 (859)	72 (1821)	20 (506)	565 (257)
1200 (Secure Enclosure)	2	A	41 (1037)	95.5 (2415)	33.5 (848)	1131 (513)
	2	B	41 (1037)	95.5 (2415)	33.5 (848)	1160 (526)
	3	A	41 (1037)	95.5 (2415)	33.5 (848)	1160 (526)
	3	B	41 (1037)	95.5 (2415)	33.5 (848)	1189 (539)
1600, 2000 (Secure Enclosure)	3	A	42.5 (1074)	95.5 (2529)	47 (1189)	1705 (775)
	3	B	42.5 (1074)	95.5 (2529)	47 (1189)	1830 (832)
2600, 3000 (Secure Enclosure)	3	A	41 (1037)	95.5 (2529)	74 (1872)	2150 (976)
	3	B	41 (1037)	95.5 (2529)	74 (1872)	2230 (1012)

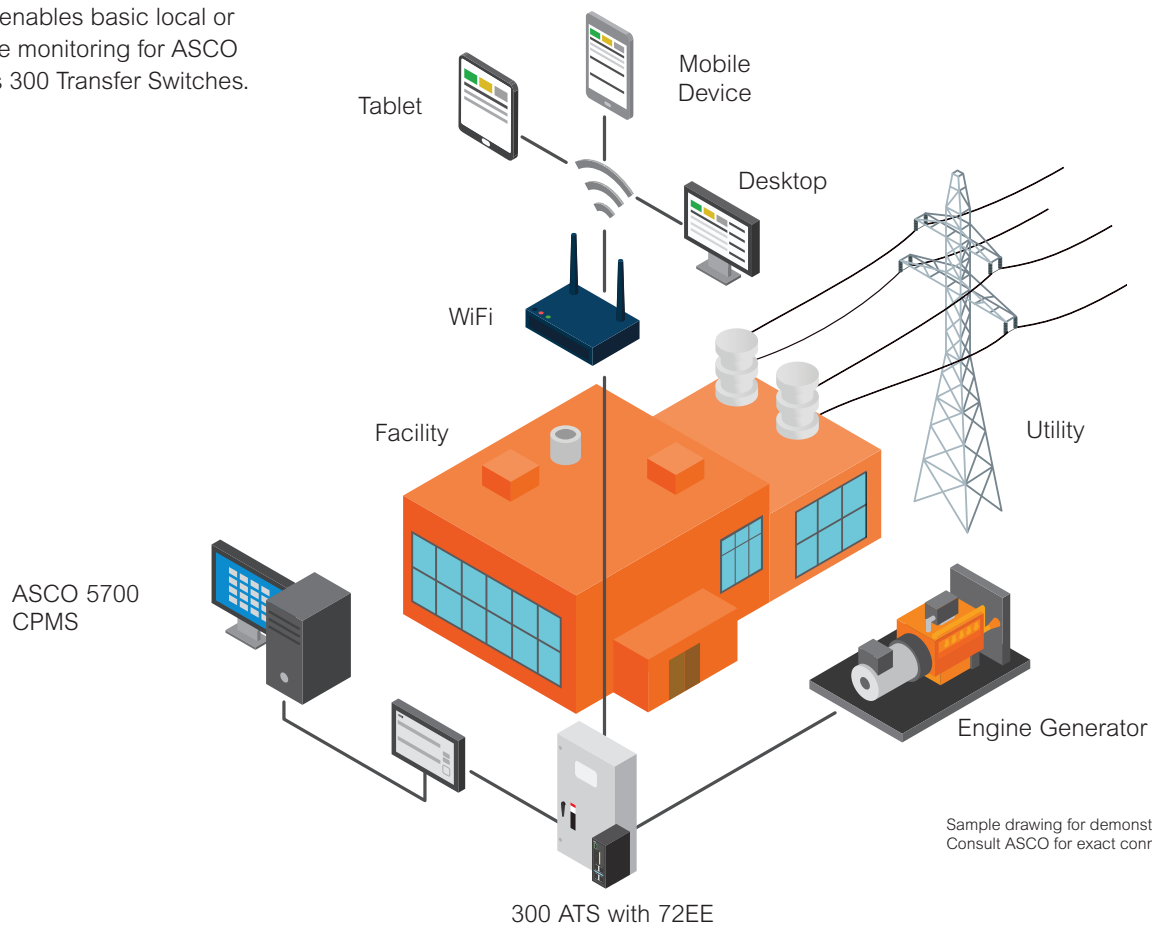
### Notes:

- When climate conditions at installation site present condensation risk, special precautions should be taken, such as the inclusion of space heaters, to prevent interior condensation and freezing of this condensation.
- Dimensions for 30-200 amperes when furnished with a power meter 18"W - 48"H - 13"D
- 30-1000 amperes switches are available in secure type enclosures, contact ASCO for details.
- Dimensional data is approximate and subject to change. Certified dimensions available upon request.



# SERIES 300 72EE MONITORING AND CONTROL

72EE enables basic local or remote monitoring for ASCO Series 300 Transfer Switches.



## 72EE FEATURES

### CONTROL FEATURES

- ATS Transfer/Re-transfer
- ATS Timer Bypass
- Generator Start
- Generator Test

### MONITORING FEATURES

- ATS and Generator Stats
- Alarms
- Voltage and Frequency
- Statistics and Activity
- Email Notifications
- Event Log (300 Events)
- Optional Monitoring Features
  - Energy Consumption, Acc 135L Required
  - Power Demand, Acc 135L Required

### CONNECTIVITY FEATURES

- Modbus TCP/IP (over Ethernet or Serial)
- SNMP Protocol
- AES 128 Bit Encryption
- Four Port Ethernet Switch

### 72EE ALSO ENABLES ENHANCED POWERQUEST CPMS FUNCTIONALITY

- 5310 Series Single Channel Annunciator
- 5350 Series Eight Channel Annunciator
- 5700 Critical Power Management Systems
- 5705 8-Device Annunciator

# SERIES 300 72EE MONITORING SCREENS

**ALARM STATUS**  
No Active Alarm

STATISTICS	VALUE
Total Transfers	35
Transfers Due to Source Failure	3
Total Number of Days Panel Energized	120
Time Normal Available (d,h,m)	115d 17h 51m
Time Emergency Available (d,h,m)	119d 18h 46m
Total Time On Normal (d,h,m)	112d 1h 42m
Total Time On Emergency (d,h,m)	10d 3h 45m
Generator Start Elapsed Time (Sec.)	1
In-Phase Time (Sec.)	6553.5

LATEST ACTIVITY	VALUE
Last Generator Start Signal (Date & Time)	12/11/2017 11:41:02
Last Switch Transfer Duration (Sec. N to E)	6.3

POWER	SYSTEM	A	B	C	MAX WATTS DEMAND	VALUE
KW	0	0	0	0	Max Demand (kW)	0
KVA	0	0	0	0	Max Demand Date	00/00/2000
KVAR	0	0	0	0	Max Demand Time	00:00
Power Factor	0.00	0.00	0.00	0.00	In Last Hour (kW)	0
Frequency (Hz)	60.0	-	-	-	In Last Day (kW)	0

Dashboard

LOG NO.	EVENT DATE & TIME	EVENT TYPE	EVENT CAUSE
1	12/11/2017 11:41:08.5	Engine Stop	---
2	12/11/2017 11:41:03.5	Emergency Source Accepted	---
3	12/11/2017 11:41:03.5	Normal Source Accepted	---
4	12/11/2017 11:41:02.2	Engine Start	Normal Not Accepted
5	12/11/2017 11:40:59.2	Emergency Source Not Accepted	Emergency Under Voltage
6	12/11/2017 11:40:59.1	Normal Source Not Accepted	Normal Under Voltage
7	11/29/2017 17:24:59.2	Engine Stop	---
8	11/29/2017 17:24:53.1	Transfer Emergency to Normal	---
9	11/29/2017 17:14:52.9	Normal Source Accepted	---
10	11/22/2017 10:44:40.4	Transfer Normal to Emergency	Normal Not Accepted
11	11/22/2017 10:44:40.1	Initial Switch Position (boot up)	Switch on Normal
12	11/22/2017 10:44:39.1	Emergency Source Accepted	---
13	11/22/2017 10:44:39.0	Emergency Source Not Accepted	Emergency Under Voltage
14	11/22/2017 10:44:39.0	Normal Source Not Accepted	Normal Under Voltage
15	11/22/2017 10:43:50.5	Engine Start	Normal Not Accepted
16	11/22/2017 10:43:47.4	Normal Source Not Accepted	Normal Under Frequency
17	11/16/2017 12:11:58.5	Emergency Source Not Accepted	Emergency Under Frequency
18	11/16/2017 12:11:52.3	Engine Stop	---
19	11/16/2017 12:11:46.5	Transfer Emergency to Normal	---
20	11/16/2017 12:11:46.3	Timer 3A Bypass	Local User
21	11/16/2017 12:11:44.2	Transfer Normal to Emergency	---
22	11/16/2017 12:11:43.7	Emergency Source Accepted	---

Events

ENERGY CONSUMPTION	VALUE
Normal (kWh)	0
Emergency (kWh)	0

POWER SYSTEM GENERAL SETTINGS	VALUE
System Type	1Phase-2Wire
Source type	LOAD
Nominal Voltage (Volts)	480
Nominal Current (Amps)	400
PT Ratio	120/120
CT Ratio	400:5
Neutral CT Ratio	400:5

MAX WATTS DEMAND	VALUE
Max. Demand (kW)	0
Max. Demand Date	00/00/2000
Max. Demand Time	00:00
In Last Hour (kW)	0
In Last Day (kW)	0
In Last Month (kW)	0
In Last Year (kW)	0
Demand Interval (min)	10

VOLTAGE L-N	VALUE
Van (Volts)	119

Power Metering

**5170 QUAD-ETHERNET MODULE CONFIGURATION**

**DEVICE CONNECTION**  
Device Detection:  TTLRS-405  APAC  
APAC device found, please save

**ETHERNET TCP/IPv4**  
AES Mode:  Enable  Disable  
DHCP Mode:  Enable  Disable  
IP Address: 47.19.223.24  
Subnet Address: 255.255.0.0  
Gateway Address: 47.19.223.1  
TCP Port: 10002

**SMTP CONFIGURATION FOR EMAIL NOTIFICATION**  
Email Notification:  Enable  Disable  
Authentication:  Enable  Disable  
Username: jsmtp@ascopower.com  
Password: [REDACTED]  
SMTP Port Number: 587  
DNS Server IP Address: 8.8.8.8  
Host Name/IP Address: Server.ASCO.com  
From Email Address: OEMCare@ascopower.com  
To Email Address 1: jemail1@to.com  
To Email Address 2: jemail2@to.com  
To Email Address 3: jemail3@to.com  
To Email Address 4: jemail4@to.com  
To Email Address 5: jemail5@to.com

**ALERT NOTIFICATIONS FOR EMAIL AND SNMP**  
 Generator Start Signal Activated  
 Generator Start Signal Removed

**5170 QUAD-ETHERNET MODULE & CONNECTED DEVICES**

**TRANSFER SWITCH CONTROLLER**  
Controller Type: Group G  
Firmware Version: 894063-033  
Firmware Date: 06/06/17  
Nominal Voltage (Volts): 120  
Nominal Current (Amps): 150  
Nominal Frequency (Hz): 60  
Name: ATS 1  
Location: BASEMENT  
Device Address: 16  
Transfer Switch Type: OTTS

**POWER METER - LOAD**  
Firmware Version: 843086-019  
Firmware Date: Apr 18 2017  
Name: ASCO1  
Location: ASCO  
Device Address: 20

**5170 QUAD-ETHERNET MODULE**  
Firmware Version: 987204-020  
Firmware Date: 11/13/2017  
Bootloader Version: 987213-002  
MAC Address: 00 01 01 02 03 04  
IP Address: 47.19.223.24

**CONTACT INFORMATION**  
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Florham Park, New Jersey 07932  
United States  
International Number: +1 973 360-3600  
Main Number: +1 800 800-2726  
Email: [custorttercare@ascopower.com](mailto:custorttercare@ascopower.com)  
Website: [www.ascopower.com](http://www.ascopower.com)

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About

Content-rich monitoring screens enable real-time information for power metering, event logs, voltages, time delays and alerts. The 72EE also allows for remote switch transfer.

## SERIES 300 72EE CONNECTIVITY MODULE

The ASCO 72EE Connectivity Module offers remote monitoring for SERIES 300 ATs and 5210 Power Meter. For the ATS, the optional accessory 72EE provides remote ATS and generator control, monitoring and connectivity features via integrated web page dashboards. Once connected to an Ethernet, WiFi or cellular connection, the dashboards can easily be pulled up by any mobile or desktop device on the network by multiple users.

### CONTROL

The control capabilities allows remote transfer and retransfer of the ATS while allowing you to view time delays and bypass functions. The generators can also be called to start and stop for emergency situations as well as for testing and maintenance. Running the generator periodically ensures that the battery is charged for power anomalies and increases reliability. Generator pick-up and drop-out set points are also viewable for comprehensive understanding of control events.

### MONITORING

Monitor transfer switch and generator health, system state, metering and review calculated transfer statistics and activity. Active control timer information allows the operator to anticipate an automated control action such as generator start or ATS transfer. The device can also interface with an email server to keep users up-to-date on alarms and critical power events with alerts. In addition the 72EE can interface to an optional 5210 Power Meter, (stand-alone or with the ATS Acc. 135L) for enhanced monitoring features such as power metering, demand and energy usage.

### CONNECTIVITY

Connect and extract ATS and metering data using industry-standard open protocols such as Modbus and SNMP. An integrated four-port Ethernet switch maximizes connectivity options and flexibility. Embedded password protection will only allow access to appropriate users while utilizing AES 128-bit encryption for enhanced data security per National Institute of Standards and Technology (NIST).



Fig. 22: Accessory 72EE

## ADDITIONAL OPTIONAL POWERQUEST COMPONENTS

5160  
Connectivity  
Module



**ASCO 5160 Remote Connectivity Unit (RCU)** provides 10 Ethernet and Dual-Fiber Optic connections in a NEMA 3R enclosure.

5210, 5220  
Power  
Manager



**ASCO 5210 (Left) and 5220 (Right) Power Meters** measure, displays and provides single- or 3-phase Energy and Power information

ASCO 5221  
Power Manager  
Unit



**ASCO 5221 Power Manager Unit (PMU)** enables power measurement, discrete inputs for status and output relays for control of generators, breakers and other power equipment via 5700 Series CPMS solutions.

5310, 5350  
Annunciators



**ASCO 5310 (Left) and 5350 (Right) ATS Remote Annunciators** provide distributed monitoring of transfer switch position and source availability as well as transfer test and re-transfer control.

5710,  
5750, 5790  
Display  
Terminals



**5700 Critical Power Management Systems (5790 Shown)** provide various levels of monitoring, control and management capability of power equipment. It seamlessly monitors ASCO transfer switches as well as generators, breakers, paralleling busses, panel boards and other power equipment via a 5221 PMU. It consists of servers and touch-screen interfaces.



## FULFILL YOUR NEED

Drill down for a closer look - Each transfer switch, generator, breaker and any other power equipment has its own dedicated screens.



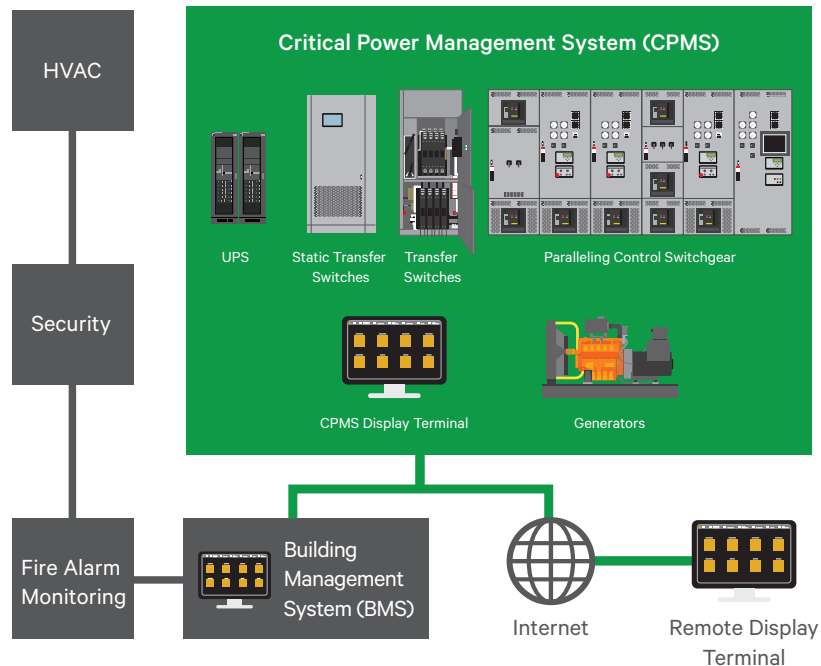
## ASCO POWERQUEST® POWER MONITORING AND CONTROL SYSTEMS

The PowerQuest® family is the most comprehensive communication, monitoring and control solution ever offered by ASCO Power Technologies. It empowers you. It provides the ability to test, manage loads, optimize the bus bar, remotely monitor and be aware of the status of your facility's utility source and on-site power. It provides reports for events, tests, energy use or settings, and gets data directly from generators and transfer switches.

Whether users require standard monitoring and control or a comprehensive Critical Power Management System, PowerQuest can satisfy your needs.

Hardware. Software. Installation and testing. Service. And upgrades and technology refreshes. A truly complete solution for all your communication, monitoring and control needs.

This web-enabled management system is based on open protocols. As communications among equipment improve, so does the performance of critical power systems.



PowerQuest provides monitoring, alarming and control of Critical Power Management Systems, which comprise transfer switches, paralleling control switchgear, gensets, circuit breakers, UPSs, load banks, distribution and other gear. It also integrates with building management systems.

## BE EMPOWERED POWERQUEST CAN ENABLE YOU TO:

- Monitor and control power transfer switches, paralleling control switchgear, gensets, breakers, UPS, bus bars and other equipment.
- Monitor normal and emergency voltages and frequency and their settings.
- Know transfer switch position and source availability.
- Transfer and re-transfer loads for system testing.
- View and adjust transfer switch time-delay settings.
- Receive automatic alerts or selected system alarms on system operation via email or pager.
- View transfer switch event log and know the transfer switch test schedule.
- Generate reports for alarms, energy consumption, settings, historical logs and code-mandated tests.

\*For more PowerQuest product information see publication 3245



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[www.ascopower.com](http://www.ascopower.com)  
[customercare@ascopower.com](mailto:customercare@ascopower.com)

**ATS Product SERIES**



Comparison Features	185	300 Group G	4000	7000
Intended Application	Residential Light Commercial	Commercial Light Industrial	Industrial	Mission Critical Critical Power
Ampere sizes available	100 - 400	30 - 3,000	30 - 4,000	30 - 4,000
Phases Available	Single	Single or Three	Single or Three	Single or Three
Pole Counts Available	2	2, 3 or 4	2, 3 or 4	2, 3 or 4
Low Voltage	220 - 240V	115 - 600V	115 - 600V	115 - 600V
Medium Voltage	N/A	N/A	N/A	5kV, 15kV
<b>Product Type</b>				
Open Transition Transfer Switch	Yes	Yes	Yes	Yes
Service Entrance Rated Transfer Switch	Yes	Yes	N/A	Yes
Power Transfer Load Center	Yes	N/A	N/A	Yes
Closed-Transition Transfer Switch	N/A	N/A	Yes	Yes
Delayed-Transition Transfer Switch	N/A	Yes	Yes	Yes
Soft Load Transfer	N/A	N/A	N/A	Yes
Bypass-Isolation Transfer Switch	N/A	N/A	N/A	Yes
Closed-Transition Bypass-Isolation TS	N/A	N/A	N/A	Yes
Delayed-Transition Bypass-Isolation TS	N/A	N/A	N/A	Yes
Soft Load Bypass-Isolation TS	N/A	N/A	N/A	Yes
<b>Withstand and Close-On Ratings</b>				
WCR When Used With Any Circuit Breakers	N/A	N/A	10-100 kA	10-100 kA
WCR When Used With Specific Circuit Breakers	10kA -35kA	22-100kA	22-100kA	22-100kA
WCR when used with current limiting fuses	100-200kA	100-200kA	100-200kA	100-200kA
Short Time Withstand Rating	N/A	N/A	36-65kA	36-65kA
<b>Neutral Configuration</b>				
Solid	STD	STD	Yes	Yes
Switched	N/A	Yes	Yes	Yes
Overlapping	N/A	N/A	N/A	Yes
Ground Termination	Yes	Yes	Yes	Yes

**ATS Product SERIES**

Comparison Features	185	300 Group G	4000	7000
<b>Voltage and Frequency Settings</b>				
Phase Selection	Single Phase	Single or Three Phase	Single or Three Phase	Single or Three Phase
Pick up Normal Source Voltage	198 Volts	85 to 100%	85 to 100%	85 to 100%
Drop out Normal Source Voltage	154-187 Volts	70% to 98%	70% to 98%	70% to 98%
Pick up Emergency Source Voltage	198 Volts	85 to 100%	85 to 100%	85 to 100%
Drop out Emergency Source Voltage	165 Volts	70% to 98%	70% to 98%	70% to 98%
Frequency	50 or 60Hz	50 or 60 Hz	50 or 60 Hz	50 or 60 Hz
Pick Up Emergency Source Frequency	48 or 57Hz	95% Fixed	90 to 100%	90 to 100%
Drop out Emergency Source Frequency	43 or 51Hz	85% Fixed	85 to 98%	85 to 98%
Normal Overvoltage Trip	N/A	102 to 115%	102 to 115%	102 to 115%
Emergency Overvoltage Trip	N/A	102 to 115%	102 to 115%	102 to 115%
Normal Overfrequency Trip	N/A	101 to 110%	101 to 110%	101 to 110%
Emergency Overfrequency Trip	N/A	101 to 110%	101 to 110%	101 to 110%
Pick up Normal Source Frequency	N/A	86 to 100%	90 to 100%	90 to 100%
Drop out Normal Source Frequency	N/A	85 to 98%	85 to 98%	85 to 98%
Normal & Emergency Voltage Unbalance	N/A	N/A	Yes	Yes
<b>Time Delay Settings</b>				
Override Normal Source Momentary Outage	1 or 3 Seconds	0 to 6 Seconds	0 to 6 Seconds	0 to 6 Seconds
Transfer to Emergency	10 Seconds	0 to 60 Min 59 Sec	0 to 60 Minutes	0 to 60 Minutes
Re-transfer to Normal Utility Power Loss Mode	5 Minutes	0 to 60 Min 59 Sec	0 to 60 Minutes	0 to 60 Minutes
Engine Cool Down	2 or 5 Minutes	0 to 60 Min 59 Sec	0 to 60 Minutes	0 to 60 Minutes
Override Emergency Source Momentary Outage	4 Seconds	0 to 6 Seconds	0 to 60 Minutes	0 to 60 Minutes
Generator Exerciser	7 Day	7 Day	Programmable	Programmable
<b>Indication and Controls</b>				
Load Connected to Normal	Yes	Yes	Yes	Yes
Load Connected to Emergency	Yes	Yes	Yes	Yes
Normal Source Available	Yes	Yes	Yes	Yes
Emergency Source Available	Yes	Yes	Yes	Yes
Transfer Test Switch	Yes	Yes	Yes	Yes
Terminals For Remote Transfer Control	STD	STD	STD	STD
Bypass Time Delay Switch	Yes	Yes	Yes	Yes
Transfer Inhibit	N/A	Yes	Yes	Yes
In-Phase Monitor	N/A	Yes	Yes	Yes
Load Disconnect Contacts with Time Delay	N/A	STD	Optional	Optional
Event Log	N/A	Optional	Yes	Yes
Power Manager	N/A	Optional	Optional	Optional
Transfer Controls Lock Out	N/A	N/A	Yes	Optional
<b>Enclosures</b>				
Type 1	Yes	Yes	Yes	Yes
Type 3R	Yes	Yes	Yes	Yes
Type 4	N/A	Yes	Yes	Yes
Type 4X	N/A	Yes	Yes	Yes
Type 12	N/A	Yes	Yes	Yes
<b>Connectivity</b>				
RS-485 Serial	N/A	Yes	Yes	Yes
Ethernet	Yes	Yes	Yes	Yes
Modbus	N/A	Yes	Yes	Yes
Monitoring and Control via ASCO Products	Yes	Yes	Yes	Yes
<b>Optional Accessories</b>				
Optional	Field Kits Only	Expanded	Limited	Extensive

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-E

Meeting Date: September 16, 2019

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-63 to Approve an Updated District Debt Management Policy

Staff Recommendation: The Board of Directors adopt Resolution No. 2019-63 to approve an updated District Debt Management Policy.

Background: *5-Year Strategic Plan, Strategic Element 3.3 – Fiscal Planning – Best Accounting Practices.*

On July 30, 2019, the Board approved the District's 2019 Capital Financing Plan (the Plan) which was developed by staff and the District's Financial Advisor, Fieldman Rolapp & Associates (FRA). The Plan outlined the need to finance capital improvement projects and equipment replacement attributed in whole or in part to existing users of the water and wastewater systems through the issuance of revenue bonds. The Board also adopted Resolution No. 2019-53 to authorize, among other things, the possible issuance of up to \$23,000,000 of Revenue Bonds to finance the Plan.

Discussion/Analysis: When presenting the Capital Financing Plan to the Board, Mr. Robert Porr from FRA indicated that the District's Debt Management and Reserve policies may need to be updated in order to proceed with the issuance of bonds. Upon review of the policies, FRA and staff find it necessary to update the Debt Management Policy primarily in the continuing disclosure section.

The purpose of a debt management policy is to demonstrate to potential lenders, ratings agencies and the public the District's commitment to long-term capital financial planning using a formal set of written guidelines. Having and adhering to a formal debt management policy helps to ensure the District maintains a diversified debt portfolio that supports the District's financing needs and minimizes the District's cost of funds.

Environmental Review Compliance: None.

Financial Impact:     \_\_\_ Yes      X  No                   Funding Source/Recap: None

Material Included for Information/Consideration: Resolution No. 2019-63; and, Proposed Updated District Debt Management Policy.

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



---

Board Action

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

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

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

September 16, 2019

Resolution No. 2019-63  
Resolution of the Board of Directors  
Marina Coast Water District  
Approve the Updated District Debt Management Policy

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 16, 2019, at the 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, on July 30, 2019, the Board approved the District’s 2019 Capital Financing Plan (the Plan) which was developed by staff and the District’s Financial Advisor, Fieldman Rolapp & Associates (FRA); and,

WHEREAS, the Board also adopted Resolution No. 2019-53 to authorize, among other things, the possible issuance of up to \$23,000,000 of Revenue Bonds to finance the Plan; and,

WHEREAS, when presenting the Capital Financing Plan to the Board, Mr. Robert Porr from FRA indicated that the District’s Debt Management Policy may need to be updated in order to proceed with the issuance of bonds; and,

WHEREAS, the purpose of a debt management policy is to demonstrate to potential lenders, ratings agencies and the public the District’s commitment to long-term capital financial planning using a formal set of written guidelines.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby adopt Resolution No. 2019-63 to approve the Updated District Debt Management Policy.

PASSED AND ADOPTED on September 16, 2019, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

\_\_\_\_\_  
Thomas P. Moore, President

ATTEST:

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-63 adopted September 16, 2019.

---

Keith Van Der Maaten, Secretary



MARINA COAST WATER DISTRICT  
**Statement of Debt Management Policy**

## **Section I. Introduction**

### **Purpose and Overview**

In its publication entitled Best Practice Debt Management Policy, the Government Finance Officers Association (“GFOA”) states that Debt management policies are written guidelines, allowances, and restrictions that guide debt issuance practices of Board adopted issuance processes, management of a debt portfolio, and adherence to state and federal laws and regulations. A debt management policy should improve the quality of decisions, articulate policy goals, provide guidelines for the structure of debt issuance, and demonstrate a commitment to long-term capital financial planning. The Marina Coast Water District (“District”) Debt Management Policy (“Policy”) as set forth herein provides a set of comprehensive guidelines for the issuance and management of the District’s debt portfolio. Adherence to the Policy is essential to ensure the District maintains a diversified debt portfolio that supports the District’s financing needs and minimizes the District’s cost of funds. The Board may waive any of the provisions of this Policy.

### **Roles and Responsibilities**

**Director of Administrative Services** – The primary responsibility for debt management rests with the Director of Administrative Services. The Director of Administrative Services shall:

- Provide for the issuance of District debt at the lowest possible cost and risk;
- Determine the available debt capacity of the District;
- Provide for the issuance of District debt at appropriate intervals and in reasonable amounts as required to fund approved capital expenditures;
- Recommend to the District’s Board of Directors (“Board”) the method and manner of sale of District debt;
- Monitor opportunities to refund debt and recommend such refunding as appropriate to reduce costs or to achieve other Policy objectives;
- Comply with all Internal Revenue Service (“IRS”), Municipal Securities Rulemaking Board (“MSRB”), and Securities and Exchange Commission (“SEC”) rules and regulations governing the issuance of debt;
- Maintain a current database with all outstanding debt;
- Provide for the timely payment of principal and interest on all debt;
- Comply with all terms and conditions, and disclosure required by the legal documents governing the debt issued;
- Submit to the Board all recommendations to issue debt in accordance with the Policy;
- Distribute to appropriate repositories information regarding the District’s financial condition and affairs at such times and in the form required by law, regulation and general practice;
- Provide for the frequent distribution of pertinent information to the rating agencies; and
- Apply and promote prudent fiscal practices.



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In order to comply with the following internal controls, the General Manager, the Director of Administrative Services, the District's Engineer and the District's Project Manager shall share responsibility to assure that disbursements are made only after each request for disbursement is substantiated with appropriate invoices, requisitions and other supporting documentation. Each of the aforementioned shall thoroughly review any request for disbursement and may request further documentation as may be deemed appropriate.

- To ensure that proceeds of any debt issued in accordance with its governing documents and this Policy, no disbursements shall be made without the written approval of the Director of Administrative Services and General Manager. The draw request shall be provided to the District by the Project Manager with the consent of the District's Engineer. Approval shall only be provided when the Director of Administrative Services is in receipt of an appropriate certification from the Project Manager with supporting invoices from suppliers and / or contractors evidencing appropriate expenses in connection with the project.
- In the case of an issue of bonds, the proceeds of which will be used by a governmental entity other than the District, the District may rely upon a certification by such other governmental entity that it has adopted the policies described in SB 1029.

## **Section II. Legal Governing Principles**

In the issuance and management of debt, the District shall comply with all legal constraints and conditions imposed by federal, state and local law. The following section highlights the key governing documents and certain debt limitations.

### **Governing Law**

**County Water District Law** – The District is a county water district formed in 1960 under the County Water District Law (Water Code sections 30000, et seq.) (the “Law”). The Law authorizes the District to contract, construct works, fix rates and charges for commodities or services furnished and by legal authority to incur indebtedness. The District shall comply with the Law and all applicable local, state, and federal laws and regulations.

**Federal Tax Law** – The District shall issue and manage debt in accordance with the limitations and constraints imposed by federal tax law, to maximize its ability to sell tax-exempt debt. Such constraints include, but are not limited to, private activity tests, review of eligible projects, spend-down tests, and arbitrage rebate limitations.

**Securities Law** – The District shall comply with the applicable requirements of federal and state securities laws in offering District debt and the District shall comply with securities law requirements in providing ongoing disclosure to the securities markets.

### **Governing Legal Documents**

**Indenture** – The District's debt issuance is further governed in part by the Indenture of Trust, adopted June 4, 2015 of which constitutes the “Indenture.” The Indenture establishes the basic security structure of debt issued by the District that is secured by Net Revenues. Key terms and conditions include, but are not limited to, the definition of pledged revenues, the rate covenant and the additional bonds test. A copy of the Indenture



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can be found in Appendix A. The District shall comply with all limitations imposed under the Indenture, so long as such Indenture is in full force and effect.

**Permitted Debt by Type**

The District may legally issue both short-term and long-term debt, using the debt instruments described below. The Director of Administrative Services, in consultation with the District's General Counsel, Bond Counsel, and Financial Advisor shall determine the most appropriate instrument for a proposed bond sale. Prior to approving the issuance of any debt, the District shall comply with Government Code Section 5852.1 by disclosing specified good faith estimates in a public meeting prior to the authorization of the issuance of bonds.

**General Obligation Bonds** – The District is empowered, under California law, to levy taxes on all taxable property within its boundaries for the purpose of paying its voter-approved general obligation bonds and, subject to certain limitations.

**Certificates of Participation** – Certificates of Participation (“COP”) provide debt financing through a lease, installment sale agreement or contract of indebtedness and typically do not require voter approval. Board action is sufficient to legally authorize a COP issue. The District shall pledge net revenues to the repayment of its COPs, under the terms and conditions specified in the Indenture.

**JPA Revenue Bonds** – As an alternative to COPs, the District may obtain financing through the issuance of Debt by a joint exercise of powers agency of which the District is a member with such Debt payable from District enterprise revenues or from amounts paid by the District under a lease, installment sale agreement, or contract of indebtedness.

**Refunding Revenue Bonds** – The District is authorized to issue refunding revenue bonds to refund outstanding District indebtedness pursuant to the State of California local agency refunding revenue bond law (Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California).

**Assessment Bonds and Warrants** – The District is authorized to issue improvement district assessment bonds and warrants under the Law and under the Municipal Improvement Act of 1913, subject to any applicable requirements under Proposition 218. Such bonds and warrants are repaid from improvement district assessments levied on real property parcels within the improvement district that specifically benefit from the improvement. Improvement district debt is secured by non-district real property and is not normally considered debt of the District.

**Special Tax Bonds (Mello-Roos Bonds)** – The District may take appropriate steps to form a community facilities district to issue special tax bonds pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, and Title 5 of the Government Code of the State of California.

**Lines of Credit** - The District may enter into financing arrangements providing for a source of funds that can be readily accessed by the District for capital or operational needs. Board action is sufficient to legally authorize the establishment of a line of credit. Voter approval is not required to establish or access a line of credit.

**Commercial Paper** – The District may issue short-term revenue certificates, including commercial paper and extendable commercial paper. Board action is sufficient to legally authorize a commercial paper issue. The District's commercial paper is secured by net revenues. Voter approval is not required to issue commercial paper.



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**Loans** – The District is authorized to enter into loans, installment payment obligations, or other similar funding structures secured by a prudent source, or sources of repayment.

**Privately Placed Debt** – The District will structure debt using financial prudence and taking into consideration items in Structural Elements of this Policy to the extent possible.

In the event the District chooses to proceed with a direct loan, or private placement of any form of debt, the District will issue a request for proposals seeking bids from responsible and credit-worthy financial institutions. The request for bids shall include a description of the project and terms and conditions of the financing in accordance with prudent financial and industry standards. The District may award solely based upon true-interest cost but may take into consideration call features, debt service structure and the requirement of any reserve fund prior to making any award.

Other Obligations – There may be special circumstances when other forms of financing are appropriately utilized by the District. The District will evaluate such proposed transactions on a case-by-case basis. Such other forms include, but are not limited to, grant or bond anticipation notes.

**Limitations on Debt Issuance**

**Short-Term Debt** – The District’s short-term debt shall not exceed 30 percent of its total debt at the time of issuance. The calculation of short-term debt shall include variable rate demand obligations, the authorized amount of commercial paper, any notes/bonds with a maturity equal to or less than five years, and any variable rate debt.

**Subordinate Lien Long-Term Debt** - The District’s subordinate lien debt, for which net revenues are pledged, shall be limited to that amount for which current and projected revenues generate overall debt service coverage of at least 110 percent.

**Senior Lien Long-Term Debt** – The District’s senior lien long-term debt, for which net revenues are pledged, shall be limited to that amount for which current and projected revenues generate a senior lien debt service coverage of at least 125 percent. The calculation of debt service shall not include General Obligation Bonds, Assessment Bonds, or Special Tax Bonds to which revenue sources other than pledged revenues, as defined in the Indenture, are pledged.

**Debt Service Target** – The District will issue debt targeting senior lien debt service coverage at 170 percent in keeping with its prudent financial management practices and to maintain credit ratings aligned with rating agency methodologies.

**Purpose for Borrowing**

The District shall issue debt solely for the purpose of financing the cost of environmental review, design, acquisition, and/or construction of the District’s water, wastewater and recycled water system improvements or other improvements in accordance with the District’s Capital Improvement Program (“CIP”) or other Board of Directors-approved program or for the refunding of prior debt.

**Ethical Standards Governing Conduct**



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Members of the District, the Board and its consultants, service providers, and underwriters shall adhere to standards of conduct as stipulated by the California Political Reform Act, as applicable. All debt financing participants shall maintain the highest standards of professional conduct at all times, in accordance with:

- MSRB Rules, including Rule G-37, shall be followed at all times;
- Debt financing participants will assist the District staff in achieving its goals and objectives as defined in this Debt Management Policy; and
- All debt financing participants shall make cooperation with the District staff their highest priority.

### **Section III. Integration of Capital Planning and Debt Activities**

#### **Evaluating Capital Improvement Program Spending**

The District shall develop and maintain a capital finance model to evaluate the impact of capital program spending, operations and maintenance costs, and debt service on its financial condition.

To that end, the Director of Administrative Services shall oversee the ongoing maintenance of quantitative modeling that includes, but is not limited to, the following:

- Historic and projected cash flows;
- Historic and projected capital expenditures;
- Historic and projected operating costs;
- Historic and projected fund balances, including the Operating Fund, the Rate Stabilization Fund, Pay-As-You-Go Fund, Debt Proceeds Fund, and Debt Service Reserve Fund, if any,
- Historic and projected debt service coverage;
- The most efficient mix of funding sources (long-term debt; short-term debt, and cash);
- Projected revenue requirements; and
- Projected rates and charges.

### **Section IV. Procurement and Evaluation of Professional Services**

**Appointment of Service Providers** – The Director of Administrative Services will solicit from time to time bids, quotes or proposals for the following services on an as needed basis:

- Financial Advisor – Service provider that ensures the District complies with all financial management procedures and policies and ensures successful closing for bond transactions.
- Bond Counsel – Service provider that drafts appropriate documentation to ensure successful and timely closing and create valid and legally binding security for bond issues, and provide appropriate advice and take appropriate actions to ensure legal validity of bond issues under state and federal laws as applicable.





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## **Section V. Transaction-Specific Policies**

### **Method of Sale for Publically Offered Debt**

Unless otherwise justified and deemed necessary to use a competitive bid to minimize the costs and risks of the District's bond issue, the issuance and sale of all fixed rate District debt shall be achieved by negotiated bid.

**Competitive Bid Method** - When necessary to minimize the costs and risks of any District borrowing, the Director of Administrative Services may submit to the Board a request to sell bonds on a competitive basis. Such bids may take the form of hand-delivered or electronically transmitted offers to purchase the bonds. Any competitive sale of District debt will require approval of the Board. District debt issued on a competitive bid basis will be sold to the bidder proposing the lowest true interest cost to the District provided the bid conforms to the official notice of sale.

**Negotiated Bid Method** – A negotiated bond issue will provide for the sale of debt by negotiating the terms and conditions of the sale, including price, interest rates, credit facilities, underwriter or remarketing fees, and commissions. The Board will provide specific parameters (not-to-exceed amounts for principal, true interest cost and underwriting compensation) for the pre-approval of the negotiated sale of debt by Resolution. The final terms of the negotiated bond issue will be reported to the Board upon completion of the transaction. Examples of such sales include:

- Variable rate demand obligations;
- An issue of debt so large that the number of potential bidders would be too limited to provide the District with truly competitive bids;
- An issue requiring the ability to react quickly to sudden changes in interest rates (e.g. refunding bonds);
- An issue requiring intensive marketing efforts to establish investor acceptance;
- An issue of debt with specialized distribution requirements; and
- An issue of debt sold during a period of extreme market disruption or volatility.

If bonds are sold on a negotiated basis, the negotiations of terms and conditions shall include, but not be limited to, prices, interest rates, underwriting or remarketing fees, and underwriting spreads. The District, with the assistance of its Financial Advisor, shall evaluate the terms offered by the underwriter(s). Guidelines with respect to price, interest rates, fees, and underwriting spreads shall be based on prevailing terms and conditions in the marketplace for comparable issuers.

If more than one underwriter is included in the negotiated sale of debt, the District shall establish appropriate levels of liability, participation and priority of orders. Such levels shall be based upon District policy with regards to the underwriting responsibility among the team members (District Staff and Counsel, Financial Advisor and Bond and Disclosure Counsel), the desired allocation of total fees, and the desired distribution of bonds. Guidelines for establishing liability, participation, and priority of orders shall be based on prevailing terms and conditions in the marketplace for comparable issuers.

The District shall, with the assistance of its Financial Advisor, oversee the bond allocation process. The bond allocation process shall be managed by the lead underwriter, with the following requirements:



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- The bonds are allocated fairly among members of the underwriter(s), consistent with the previously negotiated terms and conditions;
- The allocation process complies with all MSRB regulations governing order priorities and allocations;
- The lead underwriter shall submit to the Director of Administrative Services a complete and timely account of all orders, allocations, and underwriting activities with the investor names identified as appropriate.

The Director of Administrative Services shall require a post-sale analysis and reporting for each negotiated bond sale. The Financial Advisor or the lead underwriter may perform such analysis. A post-sale analysis will include, but not be limited to:

- Summary of the pricing, including copies of the actual pricing wires;
- Results of comparable bond sales in the market at the time of the District's pricing;
- Detailed information on orders and allocation of bonds, by underwriting firm;
- Detailed information on final designations earned by each underwriter; and
- Summary of total compensation received by each underwriter.

**Structural Elements**

**Pledge of Revenues** – The District's pledge of revenues shall be determined for each debt issue depending upon the debt instrument:

- *General Obligation Bonds* of the District shall be repaid from voter-approved property taxes on property within the jurisdiction of the District.
- *Certificates of Participation* of the District shall be repaid from net revenues, as defined in the appropriate governing documents.
- *Revenue Bonds* of the District shall be repaid from net revenues, as defined in the appropriate governing documents.
- *Assessment Bonds* of the District shall be repaid from levies or charges collected within an assessment district formed by the District pursuant to the Municipal Improvement Act of 1913.
- *Special Tax Bonds (Mello-Roos Bonds)* shall be payable from net special taxes collected in applicable taxing jurisdiction as a result of the levy of special taxes.

**Maturity** – The District may issue tax-exempt debt with an average life no greater than or equal to the 100% of the useful life of the assets being financed. The final maturity of the debt should be no longer than 40 years. Factors to be considered when determining the final maturity of debt include: the average useful life of the assets being financed, relative level of interest rates, intergenerational equity and the year-to-year differential in interest rates.

**Maturity Structure** – The District's long-term debt may include serial and term bonds. Other maturity structures may also be considered if they are consistent with prudent financial management practices.

**Coupon Structure** – Debt may include par, discount and premium bonds. Discount and premium bonds must be demonstrated to be advantageous relative to par bond structures taking into consideration market conditions



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and opportunities. For variable rate debt, the variable rate may be based on one of a number of commonly used interest rate indices and the index will be determined at the time of pricing.

**Variable Rate Debt** – The District is authorized to issue variable rate debt including, but not limited to, public market indexed notes, indexed notes or loans placed directly with financial institutions and other alternative variable rate and market access products as well as traditional variable rate demand obligations backed by bank liquidity facilities. Prior to the issuance of variable rate debt, the savings and other possible advantages compared to a fixed rate borrowing will be evaluated and a comparative analysis presented to the Board of Directors as part of the approval process.

**Debt Service Structure** – Debt service may be structured primarily on an approximate level (combined annual principal and interest) basis. Certain individual bond issues, such as refunding bonds, may have debt service that is not level. However, on an aggregate basis, debt service should be structured primarily on a level basis.

**Redemption Features** – In order to preserve flexibility and refinancing opportunities, District debt will generally be issued with call provisions. The District may consider calls that are shorter than traditional and/or non-call debt when warranted by market conditions and opportunities. For each transaction, the District will evaluate the efficiency of call provision alternatives.

**Credit Enhancement** – The District shall competitively procure credit enhancement for a sale of bonds if the Director of Administrative Services, in consultation with the Financial Advisor and the underwriters, determines that it is cost effective to do so.

**Senior/Subordinate Lien** – The District shall utilize both a senior and a subordinate lien structure. The choice of lien will be determined based on such factors as overall cost of debt, impact on debt service, impact on water, wastewater and recycled water rates, and marketing considerations.

**Debt Service Reserve Funds** – The District shall provide for debt service reserve funds to secure District debt when necessary.

## Section VI. Communication and Disclosure

### Rating Agencies

The District shall maintain its strong ratings through prudent fiscal management and consistent communications with the rating analysts. The Director of Administrative Services shall manage relationships with the rating analysts assigned to the District's credit, using both informal and formal methods to disseminate information. Communication with the rating agencies may include one or more of the following:

- Full disclosure on an annual basis of the financial condition of the District;
- A formal presentation, at least annually or as becomes necessary to the rating agencies, covering economic, financial, operational, and other issues that impact the District's credit;
- Timely disclosure of major financial events that impact the District's credit;
- Timely dissemination of the Comprehensive Annual Financial Report, following its acceptance by the District's Board;
- Full and timely distribution of any documents pertaining to the sale of bonds; and



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- Periodic tours of the water, wastewater and recycled water system operations, as appropriate.

### **Bond Insurers**

The Director of Administrative Services shall manage relationships with the bond insurers, to the extent any Debt is so insured, by providing appropriate information. Communication with other bond insurers shall be undertaken when the Director of Administrative Services, with the assistance of the District's Financial Advisor, determines that credit enhancement is cost effective for a proposed bond issue.

**Disclosure Reports** – The District shall make disclosure reports readily available to institutional investors, rating agencies and credit enhancers who have specific analysts assigned to review the District's credit.

**Web Site** – The District shall use its website as a tool for providing timely information to investors.

## **Section VII. Refunding Policies**

The District shall strive to refinance debt to maximize savings and minimize the cost of funds as market opportunities arise. A net present value analysis will be prepared that identifies the economic effects of any refunding to be proposed to the Board. The District shall target a 3% net present value savings for current and 4% for advanced refunding transactions. Upon the advice of the Director of Administrative Services, with the assistance of the Financial Advisor and Bond Counsel, the District will consider undertaking refundings for other than economic purposes, such as to restructure debt, change the type of debt instruments being used, or to retire a bond issue and indenture in order to remove undesirable covenants.

**Savings Thresholds** – Minimum savings thresholds have been established to help guide the economic analysis of refunding bonds. The minimum savings guidelines are applicable on a maturity-by-maturity basis and are expressed as a percentage of refunded bond par calculated by dividing the expected net present value savings generated by the proposed refunding by the par amount of refunded bonds. At the recommendation of the Director of Administrative Services, with the assistance of the Financial Advisor, the District may complete a refunding for net present values savings equal to the target specified above on an aggregate bond issue basis rather than a maturity by maturity basis. Generally, the District shall only refund bonds to generate debt service savings if the specified minimum savings set forth in the previous paragraph can be achieved.

**Coupon on Refunded Bond** – The Director of Administrative Services may take into consideration whether the coupon on the refunded bond is significantly higher or lower than the most common outstanding bond coupons of approximately five percent.

**General Interest Rate Environment** – The Director of Administrative Services may take into consideration whether the available refunding bond interest rates are generally high or generally low relative to long-term averages of historical rates.

**General Interest Rate Outlook** – The Director of Administrative Services may take into consideration the general outlook for future interest rates, as derived from economic forecasts, market forecasts, implied forward rates, or other sources.



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**Debt Management Considerations** – The Director of Administrative Services may take into consideration debt management issues such as cost and staff efficiencies associated with combining multiple refunding bond issues or combining refunding and new money bond issues.

**Call Date** – The Director of Administrative Services may take into consideration the amount of time between the pricing/closing date of the refunding Debt and the call date of the Debt to be refunded.

**Final Maturity Date** – The Director of Administrative Services may take into consideration the amount of time remaining until the final maturity of the Debt to be refunded.

### **Section VIII. Reinvestment of Proceeds**

**General** – The District shall comply with all applicable Federal, State, and contractual restrictions regarding the use and investment of bond proceeds. This includes compliance with restrictions on the types of investment securities allowed, restrictions on the allowable yield of some invested funds, as well as restrictions on the time period over which some bond proceeds may be invested. To the extent that a bond issue is credit enhanced, the District shall adhere to the investment guidelines of the credit enhancement provider.

**Requirements of Indenture** – The District will comply with all terms and conditions of the appropriate legal documents related to the Debt. Such limitations shall include, but not be limited to Investments in the Indenture.

### **Section IX. Creation and Maintenance of Funds**

The District maintains a number of different funds integral to the long-range financial planning process. Each of these funds is held for a specific purpose and can generally be categorized as either an operating, capital or debt reserve fund. The District will comply with all requirements and limitations created under its Reserve Policy.

### **Section X. Compliance**

#### **Arbitrage Liability Management**

The District shall minimize the cost of arbitrage rebate and yield restrictions while strictly complying with tax law. Because of the complexity of arbitrage rebate regulations and the severity of non-compliance penalties, the District shall solicit the advice of Bond Counsel and other qualified experts about arbitrage rebate calculations. The District shall contract with a qualified third-party for preparation of the arbitrage rebate calculation.

The District shall maintain an internal system for tracking expenditure of bond proceeds and investment earnings. The expenditure of bond proceeds shall be tracked in the financial accounting system by issue. Investment may be pooled for financial accounting purposes and for investment purposes. When investments of bond proceeds are co-mingled with other investments, the District shall adhere to IRS rules on accounting allocations.



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**Post-Issuance Tax Compliance**

The District has adopted Written Procedures to Ensure Compliance with Requirements for Tax-Exempt Bonds. The District shall comply with such procedures to maintain the tax-exempt status of District debt obligations or to maintain eligibility for direct pay subsidy payments, as applicable.

**Continuing Disclosure**

The District shall comply with the requirements of each Continuing Disclosure Certificate entered into at the time of a sale of bonds. Annual information provided by the District shall mirror the information in any District Official Statement at the time of a primary offering. Annual financial information will be sent by the District or its designated consultant, within nine months of the District's fiscal year end, to all Nationally Recognized Municipal Information Depositories ("NRMSIRs") designated by the SEC and to the State Information Depository ("SID"), if one exists. This shall include:

- Comprehensive Annual Financial Report of the District; and
- Updated tables from the Official Statement, as detailed in the Continuing Disclosure Certificate.

In addition to annual disclosure, the District shall provide ongoing information about certain enumerated events, as defined by regulation, to the NRMSIRs and to the SID.

The District shall engage a firm to assist it in ensuring timely completion and filing of annual reports and in identifying, and making timely filings with respect to, the occurrence of reportable enumerated events.

Effective February 27, 2019, Rule 15c2-12 was amended to add two events to the required disclosure by issuers with respect to any "financial obligation" as defined in Rule 15c2-12. For purposes of Rule 15c2-12, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in Rule 15c2-12) has been provided to the MSRB consistent with Rule 15c2-12.

Under the first of the added events, the District must disclose any default, event of acceleration, termination event, modification of terms, or other similar events with respect to any "financial obligation" as defined in Rule 15c2-12. To assist in complying with this added event, the General Counsel, General Manager, or other senior staff, or other executive positions within the District, will provide written notice to the Director of Administrative Services of receipt by the District of any default, event of acceleration, termination event, modification of terms or other similar events (collectively, a "Potentially Reportable Event") under any agreement or obligation to which the District is a party and which may be a "financial obligation" as defined above. Such written notice should be provided by General Counsel to the Director of Administrative Services as soon as the General Counsel is placed on written notice by District staff, consultants, or external parties of such event or receives written notice of such event so that the Director of Administrative Services can determine, with the assistance of disclosure counsel, whether notice of such Potentially Reportable Event is required to be filed on EMMA pursuant to the disclosure requirements of Rule 15c2-12. If filing on EMMA is required, the filing is due within 10 business days of such Potentially Reportable Event to comply with continuing disclosure undertakings for debt obligations of the District issued after February 27, 2019.



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Under the second of the added events, the District must disclose the incurrence of a “financial obligation” of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders. To assist in complying with this added event, the General Counsel, General Manager, or other senior staff or other executive positions within the District, as applicable, will report to the Director of Administrative Services the execution by the District of any agreement or other obligation entered into after February 27, 2019 which might constitute a “financial obligation” for purposes of Rule 15c2-12. and any amendments to existing District agreements or obligations which might constitute a “financial obligation” for purposes of Rule 15c2-12 which relate to covenants, events of default, remedies, priority rights, or other similar terms. Such report to the Director of Administrative Services should be made as soon as the General Counsel, General Manager, or such other senior staff is placed on written notice by District staff, consultants, or external parties of such event or receives a written notice of such amendment requests. Notice to the Director of Administrative Services is necessary so that the Director of Administrative Services can determine, with the assistance of ~~d~~Disclosure ~~e~~Counsel, whether such agreement or other obligation constitutes a material “financial obligation” for purposes of Rule 15c2-12. If such agreement or other obligation is determined to be a material “financial obligation” or a material amendment to a “financial obligation”, notice thereof would be required to be filed on EMMA within 10 business days of incurrence or amendment.

The types of agreements or other obligations which could constitute a “financial obligation” under the Rule and which may need to be reported on EMMA include:

- 1 Bank loans or other obligations which are privately placed;
- 2 State or federal loans;
- 3 Commercial paper or other short-term indebtedness for which no offering document has been filed on EMMA;
- 4 Letters of credit, surety policies or other credit enhancement with respect to the District’s publicly offered debt;
- 5 Letters of credit, including letters of credit which are provided to third parties to secure the District’s obligation to pay or perform (an example of this is a standby letter of credit delivered to secure the District’s obligations for performance under a mitigation agreement);
- 6 Capital leases for property, facilities, fleet or equipment; and
- +7 Agreements which guarantee the payment or performance obligations of a third party (regardless of whether the agreements constitute guarantees under California law).
- 28 Payment agreements which obligate the District to pay a share of another public agency’s debt service (for example, an agreement with a joint powers agency whereby the District agrees to pay a share of the joint powers agency’s bonds, notes or other obligations);
- 39 Service contracts with a public agency or a private party pursuant to which the District is obligated to pay a share of such public agency or private party’s debt service obligation (for example, certain types of public/private partnership arrangements); and
- 10 Any agreement the payments under which are not characterized as an operation and maintenance expenses for accounting purposes if such agreement could be characterized as the borrowing of money;

The Director of Administrative Services will continue to work with the General Counsel and ~~D~~Disclosure ~~e~~Counsel to refine the definition of “financial obligation” going forward based on future SEC guidance.



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**Legal Covenants**

The District shall comply with all covenants and conditions contained in governing law and any legal documents entered into at the time of a bond offering.

**Section XI. Debt Database Management**

The District shall maintain complete information on its outstanding debt portfolio, in a spreadsheet or database program format. The information in the database shall include, but not be limited to, the following:

- Issue Name
- Initial Issue Par Amount
- Dated Date of the Issue
- Principal Maturity Amounts
- Coupon Rate by Maturity
- Amount Outstanding
- Call Provisions
- Purpose of the Issue
- Credit Enhancer, if any
- Competitive or Negotiated Sale
- Names of Underwriter(s)

The District shall use the debt database for the following purposes:

- Generate reports
- Gross annual debt service
- Net annual debt service
- Refunding Analyses
- Output to Fund Accounting System



Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-F

Meeting Date: September 16, 2019

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-64 to Approve the Addition of a Social Media Policy to the Board Procedures Manual

Staff Recommendation: The Board of Directors approve the latest addition to the Board Procedures Manual (BPM).

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

Discussion/Analysis: On July 30, 2019, Director Zefferman noted that the District's Social Media Policy resided in the Employee Handbook and requested that it also be added it to the Board Procedures Manual.

Staff has added the Social Media language that related to Board Members to the BPM as Section 14 – Social Media Policy, and renumbered Sections 15-42.

Environmental Review Compliance: None required.

Financial Impact: \_\_\_\_\_Yes      X  No    Funding Source/Recap: None

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

Material Included for Information/Consideration: Resolution No. 2019-64; and, the BPM with revisions in track change.

Action Required:      X  Resolution    \_\_\_\_\_Motion    \_\_\_\_\_Review  
(Roll call vote is required.)

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Board Action

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

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

Noes \_\_\_\_\_    Absent \_\_\_\_\_

September 16, 2019

Resolution No. 2016-64  
Resolution of the Board of Directors  
Marina Coast Water District  
Amending the Board Procedures Manual

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 16, 2019 at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, the Board Procedures Manual is periodically revised and the last revision was made on June 25, 2019; and,

WHEREAS, a Director has requested adding the District’s Social Media Policy to the Board Procedures Manual; and,

WHEREAS, the suggested revisions to the BPM have been reviewed and approved by Legal Counsel.

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

PASSED AND ADOPTED on September 16, 2019 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

\_\_\_\_\_  
Thomas P. Moore, President

ATTEST:

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-64 adopted September 16, 2019.

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

# Marina Coast Water District



## Board Procedures Manual

Amended ~~June 25, 2019~~ September 16, 2019



Marina Coast Water District  
Board Procedures Manual

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## Board Procedures Manual Revision Record

08-28-02      Added            Section 11-E

“Absence from a Committee: If a committee member’s schedule in any given month precludes that Director from attending a regularly scheduled committee meeting, that Director will ask the alternate committee member to attend the meeting. If the alternate committee member can not attend the regularly scheduled meeting, the two primary committee members will then select a special committee meeting date and time. If the two primary committee members’ schedules can not accommodate the scheduling of a special meeting date/time, the committee chair will contact the alternate committee member in an attempt to have two Directors available for the meeting.”

03-10-09      Revisions were made to Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 20, 21, 27, 28, 30, 32, 33, 34, 35, 37, 39, 45, and 46.

Sections 11 – 46 were renumbered.

Section 14 was moved to Section 11.

Section 12 was moved to Section 43.

Section 13 was moved to Section 44.

Sections 21, 33, and 34 were removed.

09-13-11      Revisions to Sections 3, 5, 7P, 9, 9G, 9I, 9J, 11, 12A, 14, 14D, 16, 17, 27, and 40.

Section 17 was removed.

Sections 18 – 43 were renumbered.

An Appendix with Resolution No. 98-1 was added to the end of the document.

11-08-11      Revision was made to Section 1.

Section 43 was added.

11-13-12      Revision was made to Section 12-B1 Water Conservation Commission.



- 12-02-13 Revision was made to Section 16 including title.
- 06-02-14 Revision was made to Section 42.
- 01-05-15 Revision was made to Section 12-B1 Water Conservation Commission.
- 04-20-15 Revisions were made to Sections 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 20, 21, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42 – Section 31 was deleted and the subsequent Sections were renumbered.
- 07-05-16 Revisions were made to Sections 1, 2, 3, 4, 6, 7, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 22, 23, 24, 25, 28, 29, 30, 31, 32, 33, 34, 37, 40, 41, 42 – Section 31 was deleted and the subsequent Sections were renumbered.
- 03-18-19 Revisions were made to Section 12-B1 Water Conservation Commission; and, Section 12-B2.
- 04-15-19 Revisions were made to Sections 11, 16.A and D; and Section 23
- 06-25-19 Adding language to Section 18 regarding non-substantive changes to agenda items.
- 09-16-19 Added Section 14 Social Media Policy and renumbered following sections.

## **1. Purpose of Board Procedures Manual.**

The purpose of this Board Procedures Manual is to describe the procedures approved by the Board of Directors to be used in the conduct of Board business. The intent of these procedures is to:

- Provide for the fair and efficient consideration of board decisions;
- To ensure that the public is informed of the matters coming before the Board;
- To ensure that the public has an opportunity to witness and comment upon the deliberations of the Board; and
- To encourage proper public involvement in the Board's decision making.

Each Director, upon assuming office, shall be given a copy of this Board Procedures Manual, and shall be asked to comply with the policies and procedures in this Board Procedures Manual.

## **2. District Mission.**

The Marina Coast Water District Board of Directors has adopted the following mission statement:

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

## **3. Authority.**

The Board of Directors is the governing body of the District. It derives its authority from the County Water District Law (Division 12, Part 3 sections 30000 et seq. of the Water Code of the State of California; and, Division 2, Part 1, Chapter 4, Article 2, sections 53630 et seq. of the Government Code of the State of California). The District was formed in 1960 and has provided water and wastewater services within its service area since that time.

Apart from his/her normal function as a member of the Board, a Director have no individual authority. As single individuals, Directors may not commit the District to any policy, act, or expenditure.

Directors do not represent any fractional segment of the community but represent the entire service area as a whole.

## **4. Governing Laws and Rules.**

The Board of Directors will conduct all meetings of the Board and meetings of committees of the Board in accordance with the Ralph M. Brown Act, California's Open Meeting Law. The Board conducts its meetings "guided but not bound by" Rosenberg's Rules of Order (as published by the California League of Cities) as to those situations not specifically addressed by an applicable law or statute. Directors must become familiar with the Brown Act, Rosenberg's Rules of Order, the conflict of interest laws, the County Water District Law, and all other laws applicable to the District, in order to effectively execute their duties.

**5. Harassment-Free Work Environment.**

Each Director shall act to provide a District work environment and a Boardroom free of harassment, disrespectful or other unprofessional conduct. The District’s policy is more fully set forth in the Marina Coast Water District Employee Handbook, and each Director should become familiar with the Employee Handbook and the harassment rules contained therein.

**6. Attendance at Board and Committee Meetings.**

Directors are expected to carry out their responsibilities to the best of their abilities. In order to accomplish this goal, Directors should be present for scheduled meetings of the Board, special meetings, meetings of board committees, and District events. If a Director cannot attend a regular Board meeting for any one of the following reasons, that absence shall be deemed excused: illness or injury, family emergencies, or a Director’s regular job duties. If a Director does not attend a regular Board meeting for any other reason unless the Director’s absence is approved by vote of the other Directors, then the Director’s absence shall be deemed an unexcused absence. A Director having three (3) or more consecutive unexcused absences shall be deemed to be in violation of Board Policy and subject to Board action pursuant to Section 42.

**7. Duties of the Directors Acting as Members of the District Board of Directors.**

The duties of the Directors include:

- A. setting policies, procedures, goals, directions, and adopting rules and regulations for the governance of the District;
- B. taking action only by the affirmative vote of at least a majority of the Directors on ordinances, resolutions and motions;
- C. safeguarding the assets of the District and maintaining the District's financial stability;
- D. assuring that the District is well managed;
- E. assuring the District is responsive to the interests of the voters and the needs of the persons served by the District;
- F. assuring that the actions of the Board and of each Director and the actions of all employees of the District conform to all federal, state, and local statutes and ordinances, and to the ordinances, rules, regulations and policies of the District;
- G. assuring that each employee of the District and each constituent of the District is treated courteously and fairly by the District, and that privacy rights of District employees and constituents are safeguarded in accordance with law;

H. making reasonable and diligent inquiry of competent, qualified and reliable advisors and other sources to obtain sufficient information for informed and timely decisions and judgments;

I. assisting the General Manager by looking at problems from broader points of view, and providing outside perspective and guidance;

J. appointing the persons to serve as the District's General Manager and Secretary to the Board, the District's Legal Counsel, the independent Auditor, and such other attorneys, and consultants as the Board determines are necessary or convenient to be appointed by the Board for the business of the District. Each such appointed person shall serve at the pleasure of the Board;

K. establishing rules for and assuring the effective conduct of the Board's proceedings, and adjourning meetings of the Board by 10 p.m. unless the meeting is extended by Board action;

L. preparing for and attending all regular and special meetings of the Board and assigned committees of the Board, unless excused by the Board for good reason;

M. appointing persons to the District's Joint District-City Committee, Water Conservation Commission, and such other committees as the Board determines;

N. nominating and electing representatives and alternates to outside boards, committees, and other bodies for which the District is entitled to appoint one or more representatives;

O. preparing for and attending all regular and special meetings of boards, committees, and other bodies to which the Board elects a Director as the District's representative, or arranging for attendance by an alternate, if the Director cannot attend and if the Board has selected an alternate;

P. assuring that the conduct of the District's business is open and public and that actions and records of the District are taken and held in confidence only as permitted by law, including: Article I, Section 3 of the California Constitution; the Ralph M. Brown Act, Govt. Code sections 54950 and following; the Public Records Act; Govt. Code sections 6250 and following; and as necessary to safeguard the assets of the District and to protect the rights of the District's employees;

Q. protecting confidential information of the District, its officers and employees from unauthorized disclosure and dissemination;

R. reporting any question or doubt about the possibility of the creation of the perception of a conflict of interest to the District Counsel and avoiding any possible conflicts of interest; and,

S. completing and documenting training for Directors in: exercising oversight and supervision of management; the roles and responsibilities of Directors; how to understand budgets; how to monitor budget compliance; and how to work together as a team in problem solving.

## **8. Prohibited Service.**

A Director is prohibited by law from being employed by or entering into any contract with the District while serving on the Board. Water Code Section 30541 also prohibits a Director from serving as the General Manager, Secretary, Treasurer, or Auditor.

## **9. Duties of the President.**

The Board of Directors shall have a President who is elected by the Board from among the five Directors. The President shall be elected annually in the month of December but not before any newly elected or reelected Director(s) have taken office. No Director shall serve more than three (3) consecutive years as President. If a majority of the Directors cannot agree on who should be the new President, then the existing President shall remain President until the issue can be resolved. The President's responsibilities include:

A. presiding over all meetings of the Board, with guidance from Rosenberg's Rules of Order, including:

(1). announcing each item of business on the agenda and the action recommended by staff;

(2). calling for motions;

(3). calling for public participation during meetings when appropriate;

(4). determining questions of order and enforcing rules of the Board;

(5). stating the motion and announcing its passage or failure;

(6). adjourning any regular or special Board meeting which is still in progress at 10 p.m., unless the meeting is extended by Board action; and,

(7). reviewing and approving the agenda in conjunction with the Vice President and the General Manager or Secretary of the Board. The final approval shall be made by the President (when there is not consensus on the agenda items). However, a majority of the Board may also order the placement of an item on the agenda.

B. appointing members to Ad Hoc Committees of the Board;

C. serving on committees and commissions as appointed by the Board;

D. setting the time and place for any special meeting of the Board, except a special meeting called by a majority of the Board;

E. adjourning meetings of the Board;

F. representing the District at public events;

G. serving as public spokesperson of the District, along with the General Manager;

H. signing all contracts on behalf of the District, except as the Board alternatively authorizes the General Manager or other person, subject to limitations and conditions as the Board may determine;

I. assist with the orientation of new Board members as they are elected or appointed to the Board of Directors; and,

J. upon advice from District Legal Counsel, and approved by the Board, gives direction to outside legal counsel on matters where the General Manager should not direct counsel as he or she is the subject of a legal issue.

#### **10. Duties of the Vice-President.**

This Board of Directors shall have one Vice-President who shall be elected by the Board from among the five (5) Directors at the same time as the President is elected. The Vice-President shall be elected annually in the month of December but not before any newly elected or reelected Director(s) have taken office. It is the Board's policy to rotate the office of Vice-President among the Board members. However, no Director shall serve more than three (3) consecutive years as Vice President. If a majority of the Directors cannot agree on who should be the new Vice President, then the existing Vice President shall continue in office until the issue can be resolved. The Vice-President's responsibilities include:

A. performing all the duties of the President during any absence of the President; and,

B. if for any reason the office of President is vacant, acting in the place of the President until a new President is elected.

#### **11. Orientation, Training and Preparation of Directors.**

Each new Director, upon assuming his or her duties, will be provided a comprehensive District orientation by the General Manager and Board President. The Board shall strive to develop and maintain a superior level of competence and preparation among its members through a process of continuing training, education and preparation.

Upon the swearing in of a new Director or due to a change in the President/Vice President, the General Manager or designee will make the necessary changes to the official listing of its Board Members on its website and letterhead such that the Board is listing in the following order: President, Vice President, and then the remaining members of the Board in alphabetical order by last name.

Directors may schedule to attend, on behalf of the District, such educational programs, conferences, and meetings to the extent funds are allocated in annual Budgets. Attendance will be scheduled through the General Manager. Travel done by Directors will comply with the District's travel policies. Directors shall endeavor to be reasonably frugal with their expenditures of District travel funds.

Any Director may request attendance either by email, phone or written requests, preferably three weeks before the deadline for early registration or accommodation discount. If funds are budgeted and available, the Management Services Administrator shall register the Director for attendance, book travel, accommodation and meals and pay all costs accordingly. If funds are not available, the General Manager shall place an item on the earliest possible Board agenda (and preferably before the deadline(s) for early registration discount(s)) to request the Board approval for such expenditure. Within 72 hours after the registration is complete, the Management Services Administrator shall email the Director(s) all the completed registration forms, and accommodation and traveling details. After these travel arrangements are made, if the Director(s) can no longer attend the meeting or conference, the Director(s) shall notify the General Manager within 24 hours of such event so that the Management Services Administrator can cancel the registration, accommodation and traveling arrangements. If such cancellation is not possible, the General Manager shall inform the Board to determine if it is possible that another Director could attend. The District will not pay for training or conferences that the Director personally pays up for but does not attend. If the Director(s) prefers to personally pay for some or all of the costs related to the trip, the General Manager shall, upon request of the Director(s), promptly reimburse the Director(s) for those costs authorized in the District's travel policy. Receipts for all travel, meal, hotel expenses shall be given to the Management Services Administrator as soon as possible upon return.

The General Manager will from time to time provide the Directors with a list of such conferences or meetings so that the Board may consider individual or collective attendance.

### **13. Board Committees, Commissions and Negotiators.**

A. Committee and Commission Actions. Committee and Commission actions shall be governed by the provisions of the California Water Code and all other applicable California Codes as well as District policies, rules, and regulations. The Board may adopt rules for the governance of any committee consistent with the provisions of the California Codes. Committees have no legal authority to act for the Board or the District except with prior Board approval, but shall report their findings and recommendations to the Board for action. All committees and commissions of the Board are advisory in nature and are authorized only to provide recommendations to the whole Board. Committees and commissions are evaluated periodically by the Board based on their necessity and value to District business.

B. Standing Committees. District standing committees shall be the Water Conservation Commission, the Joint City-District Committee, the Executive Committee, the Budget and Personnel Committee, and the Community Outreach Committee. Each committee shall consist of two Directors and such other persons as the Board may appoint. The Water Conservation Committee shall have one Director appointed as a liaison and one appointed as an alternate. Standing Committees constitute legislative bodies for the purposes of the Brown Act. Public members of the Water Conservation Commission shall be appointed for terms of two years. Public members of committees shall not receive confidential information of the District and shall not participate in closed meetings except upon advice from Legal Counsel. Each Director shall serve on one or more standing committees.

(1). Water Conservation Commission: The Board will select one Director to serve as a Board Liaison to the Water Conservation Commission, and one Director as an alternate.

The Board will appoint five (5) members of the public from within the area served by the District (either annexed or served by contract), for terms of two years. The members of the Water Conservation Commission shall have the duties and responsibilities to:

- (a) Review water conservation ordinances and policies and advise the Board in matters related to conservation and water usage by customers of the District;
- (b) Review and advise the Board concerning refinements/adjustments to the water conservation program, specifically conservation Best Management Practice implementation, outreach and educational programs, the conservation budget, and water loss programs and conservation within the larger Water Resources Programs;
- (c) Review and advise the Board on the District's Water Shortage Contingency Plan, Conservation Ordinance, and conservation provisions of the District Code;
- (d) Review and advise the Board on equipment and technologies that promote water conservation;
- (e) Review conservation outreach activities and get Board approval on an annual event calendar for actions to inform the public about the District's conservation activities.

(2). Joint City-District Committee: The Board President or Vice President shall serve on this committee along with another Director. The duties and responsibilities of the Joint District - City Committee shall be:

- (a) Communicating with the Land Use Jurisdictions and maintaining a harmonious working relationship between the Board and the City officials and staff; and,
- (b) Reporting to the Board its findings and recommend appropriate action with respect to any inter-agency matters.

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

(4). Community Outreach Committee: The Board President shall select two Directors to serve on this committee. This committee shall meet on an as-needed-basis. The duties and responsibilities of the Community Outreach Committee shall be:



- (a) Provide ideas and recommendations to the Board regarding public information activities beyond the routine activities and reports required by law or existing District ordinances and policies;
- (b) Receive periodic reports from staff and consultants regarding District public information activities; and
- (c) Provide comments and recommendations to staff regarding draft public information products created by staff or consultants.

C. Ad Hoc Committees: An ad hoc committee is an advisory committee composed of less than a quorum of the Board. An ad hoc committee serves a limited or single purpose, is not perpetual, and will be dissolved once its specific task is completed, and whose meetings are not fixed by formal action of the Board. In accordance with Government Code Section 54952(b) ad hoc committees are not legislative bodies subject to the Brown Act. No staff or public members may be appointed to an ad hoc committee. The Director or two Directors comprising an ad hoc committee shall be appointed by the President of the Board. An ad hoc committee shall limit its activities to the accomplishment of the task for which it is appointed and shall have no power to act on behalf of the Board and the District except such as specifically conferred by action of the Board.

D. Special Committees: Special committees are committees other than standing or ad hoc committees. Special committees are legislative bodies subject to the Brown Act. Special committees may be established by and its members may be appointed by the President of the Board or the Board for such special tasks as circumstances warrant. A special committee shall limit its activities to the accomplishment of the task for which it is appointed and shall have no power to act on behalf of the Board and the District except such as specifically conferred by action of the Board. Upon completion of the task for which appointed, a special committee shall be dissolved. Staff and public members may be appointed to a special committee.

E. Board-Appointed Negotiators: Under the Brown Act, the Board has the authority to appoint property negotiators, labor negotiators, and litigation representatives, which may include one or two Directors or staff members. Such negotiators are authorized to meet in closed session with the Board. Property and labor negotiators are appointed in public session by the Board. Private meetings of such negotiators are not subject to the Brown Act. The negotiators may meet in closed session with the Board subject to compliance with applicable provisions of the Brown Act. See also Section 16.G. The role of the negotiator does not directly replace, limit, or change the administrative and operational responsibilities of the General Manager and staff to meet with staff from other agencies and to prepare the analysis, documentation, draft agreements, and other administrative tasks necessary to support the current and/or future negotiations and to represent the District as it's General Manager in the process.

F. Attendance and Vacancies: Any person serving on a standing or special committee must be prepared for and attend all committee meetings, unless excused for good reason. If a committee member fails to attend meetings of a committee and is not excused for good reason for two consecutive meetings, his or her position as a committee member shall be deemed vacant. In any committee, vacancies shall be filled for the unexpired portion of the term in the same manner as provided in the case of original appointment.

G. Absence from a Committee: If a committee member's schedule in any given month precludes that Director from attending a regularly scheduled committee meeting, that Director will ask the alternate committee member to attend the meeting. If the alternate committee member cannot attend the regularly scheduled meeting, the two primary committee members will then select a special meeting date and time. If the two primary committee members' schedules cannot accommodate the scheduling of a special meeting date/time, the committee chair will contact the alternate committee member in an attempt to have two Directors available for the meeting.

H. Referral to Committee: Matters may be referred to any committee through the Chair of the committee by the Board, by any Director, or by any other person. Each Committee Chair shall discuss each referred matter with the committee.

### **13. Communications.**

The Board and the individual board members will be committed to establishing and maintaining an environment that encourages the open exchange of ideas and information among Board members, the staff and the public, that is positive, honest, respectful, concise, understandable, responsive, and cost-efficient.

### **14. Social Media Policy.**

#### **A. Purpose**

The District recognizes the role that Social Media tools may play in the personal lives of Elected Officials; and the effect Social Media may have on personnel in their official capacities. This policy establishes the District's position on the use and management of District authorized Social media and Personal Social Media, as well as providing guidelines on its management, administration, and oversight. This Policy provides guidance of a precautionary nature as well as stating specific restrictions and prohibitions on the use of Social Media by Elected Officials.

In the rapidly expanding world of electronic communication, Social Media can mean many things. In general, Social Media encompasses the various activities that integrate technology, social interaction, and content creation. Through Social Media, individuals can create Web content, can organize, edit or comment on content, as well as combine and share content on their own web site or on someone else's. Social Media uses many technologies and forms, including Web feeds, blogs, wikis, photography and video sharing, web logs, journals, diaries, chat rooms, bulletin boards, affinity web sites, podcasts, social networking, fan sites, mashups, and virtual worlds.

The Policy is not intended to address one particular form of Social Media, but rather, Social Media in general and in general terms, as technology will outpace the District's ability to discover emerging technology and create policies governing their specific uses.

#### **B. Public Comment Policy**

Elected officials using Social Media for official District purposes are prohibited from posting:

- 1) Information about actual or potential claims and litigation involving the District,
- 2) The intellectual property of others without written permission,
- 3) Photographs of employees or members of the public without written permission,
- 4) Defamatory material,
- 5) Any personal, sensitive, or confidential information about anyone,
- 6) Obscene, pornographic, or other offensive/illegal material or links,
- 7) Racist, sexist, and other disparaging language about a group of people,
- 8) Political campaign materials or comments,
- 9) Threatening, harassing, hateful, or mean-spirited comments,
- 10) Information that is not public in nature,
- 11) Information or comments that are potentially libelous,
- 12) Personal Attacks, insults, threatening language,
- 13) Commercial promotions or spam,
- 14) Off-topic or link to material that is off topic, or
- 15) Embed imagers and external sources.

The following are guidelines. Elected officials in responding to comments when using Social Media for official District purposes:

- 1) Be honest/transparent.
- 2) Post only within one's area of expertise.
- 3) Post only useful information.
- 4) Keep it professional – avoid confrontation.
- 5) Be accurate.
- 6) Correct errors, and if modifying an earlier post, identify the change.
- 7) Be responsive to citizen concerns.

### C. Personal Use of Social Media

#### 1) General

Elected Officials are free to express themselves as private citizens on Social Media sites to the degree that the speech does not impair or impede the performance of District duties, impair discipline and harmony among co-workers. A public official's personal social media site may transform into a limited public forum when acting on official public business. Use caution when posting about public business on your personal page. Use good and ethical judgment.

While Social Media offers great opportunities for Elected Officials to communicate and collaborate, both internally and externally, it also brings equally great responsibilities. Social Media blurs the lines between personal and professional as no other technology has before. By virtue of identifying yourself as an Elected Official within a social network, you are now connected to your colleagues, managers, and community members. Your online postings should always represent your personal point of view and not that of Marina Coast Water District. When posting your point of view, you should neither claim nor imply you are speaking on the District's behalf. Please be clear to indicate that the views expressed on your posts are your own and do not necessarily reflect the views of the District. Include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views

of the District”. Do not create a link from your blog, website or other Social Media/Networking site to a District website without identifying yourself as an Elected Official.

## 2) Responsibility to Clarify

If an Elected Official provides their own opinion on a Social Media platform, and such opinion is questioned by the media or public as being connected with the District, then the person who wrote their opinion should respond and should clarify their opinion is not associated with the District.

## 3. Personal Use of Social Media by Elected Officials

Elected Officials should follow the guidelines of the ethics code training (i.e. Fair Political Practice Commission), when using social media. Informal communication with constituents is generally acceptable, but discussion of public business is risky, especially if it involves other Elected Officials. Elected Official use of social media to discuss public business may violate the open meetings law or may violate the law against using government resources for political purposes. To address these risks, the following policies apply:

- a) It is prohibited that Elected Official use any social media (personal, professional or the District’s official social media) to discuss public business before the Board that should otherwise be discussed in a properly agendized public Board meeting.
- b) A social media site used by an Elected Official to communicate with constituents must include a link back to the District’s official website for detailed information.
- c) Elected Officials who use social media for campaigning must establish separate social media for that purpose and not access that social media through the District’s technology. District officials or employees on a non-District site must include a disclaimer, only when mentioning District business, (i.e. “The postings on this site are my own and do not necessarily reflect the views of the Marina Coast Water District. This is not an official Marina Coast Water District social media site”).

## **15. Code of Ethics.**

AB 1234 requires agencies to provide mandatory ethics training and develop compensation and reimbursement regulations for their agencies. Board members are required to complete an ethics training course every two (2) years. Newly elected and/or appointed Board members are required to complete the course within one (1) year of being sworn in and then follow the two (2) year refresher course time frame. The District encourages training as soon as reasonably possible.

The Board of Directors is committed to providing excellence in legislative leadership that results in the provision of the highest quality services to its customers. The Board and its individual members are expected to maintain the highest ethical standards, to follow District policies and procedures, and to abide by all applicable local, state, and federal laws. Board member conduct should at all times enhance the integrity and Mission of the District, and the confidence the public

has in the District. In order to assist in the governance of the behavior between and among members of the Board, the following rules shall be observed:

- A. The dignity, style, values and opinions of each Director shall be respected.
- B. Responsiveness and attentive listening in communications is encouraged.
- C. The needs of the District's customers should be the priority of the Board.
- D. The primary responsibility of the Board is the formulation and evaluation of policy. All operational aspects of the District are the responsibility of the General Manager.
- E. Directors should commit themselves to emphasizing the positive.
- F. Directors shall commit themselves to focusing on issues and not on personalities.
- G. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree about ideas and opinions, but without being disagreeable. Once the Board takes action, Directors shall commit to supporting said action and not to creating barriers to the implementation of the action. Board approved committee members must take action in support of the Board's decision and not take action based on an individual view, position, or prior voting history on a matter, or any other reason in conflict with the Board's direction.
- H. Any concerns regarding a safety hazard should be reported to the General Manager at the earliest possible moment. Emergency situations should be dealt with immediately by seeking appropriate assistance.
- I. In seeking clarification for policy-related concerns, especially those involving issues related to personnel matters, legal actions, property, finance, projects or programs, a Director should confer directly with the General.
- J. When approached by an employee of the District concerning specific District management or operations, Board members should direct all inquiries to the General Manager.
- K. The work of the District is a team effort. All individuals should work together in a collaborative way, assisting each other in the conduct of the District's affairs.
- L. Directors should develop a working relationship with the General Manager so that current issues, concerns and District projects can be discussed comfortably and openly. However, a Director does not have the power to individually direct the work of the General Manager or the District staff. Only the Board itself has the power to direct the work of the General Manager and only the General Manager has the power to direct the work of the District staff.
- M. Directors should function as part of the whole. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively.
- N. The Board as a whole is responsible for setting goals and objectives for the District in part by doing periodic strategic planning. Each Director is responsible for monitoring the District's progress in attaining these goals and objectives.
- O. Harassment, in any form, will not be tolerated.
- P. Directors shall protect confidential information of the District, its officers, employees, and customers from unauthorized disclosure or dissemination.
- Q. Directors shall avoid and report conflicts of interest.
- R. Directors should periodically avail themselves of available training for the exercise of oversight and supervision of management, the roles and responsibilities of Directors, how to understand budgets, how to monitor budget compliance, and how to work together as a team to solve problems.

**15. Comments by Directors Concerning District Staff Members.**

Board members shall refrain from publicly censuring or criticizing members of the District staff. Such criticism shall be given in private communications through the General Manager. Directors should also be aware that their free speech rights may be limited when it comes to certain information related to District staff. Examples of such information include employee medical information, employee disciplinary actions and specific compensation information regarding an employee. Directors should check with the General Manager before publicly revealing any information regarding specific District staff members that might be considered negative, slanderous, disrespectful or discriminatory.

**16. Board and Individual Director Consultations with, and Directions to, General Manager and Attorneys. Relationship and Authorities between General Manager and Legal Counsel and Special Legal Counsels.**

- A. The Board and its members shall deal with the administrative services of the District only through the General Manager, and neither the Board nor any individual Director shall give orders or instructions to any subordinate of the General Manager. All individual Director questions relating to an open session item shall be directed to the General Manager.
  
- B. Legal Counsel: Duties: The Board shall employ an individual or firm of attorneys licensed to practice law in the State of California, to advise and represent the District and to assure full compliance with the requirements of the District Enabling Act and applicable laws. Legal counsel shall serve at the pleasure and direction of the Board of Directors. The resolution appointing the Legal Counsel shall include terms of an agreed upon fee schedule. Legal Counsel shall be responsible for:
  - (1) Reviewing, preparing documents as requested by the Board, or by the General Manager pursuant to Water Code Section 30580, and making appropriate comment on matters or recommendations presented in written or oral form;
  - (2) Reviewing and preparing documents as requested by the Board in advance of meetings. The General Manager will request that Legal Counsel or Special Legal Counsel review and/or prepare notices, agendas, resolutions, ordinances, minutes, agreements, contracts and supporting materials pursuant to Water Code Section 30580;
  - (3) Attending each meeting of the Board, unless excused, in advance or during a meeting; and attending other meetings as authorized by the Board or directed by the General Manager; and,
  - (4) Attending Board Committee meetings, upon request of the General Manager or the Board, as well as attending other business meetings of the District as requested by the Board.
  
- C. The Board of Directors shall appoint Special Legal Counsel to assist the Board and District when the Board determines that attorneys with specialized legal expertise are needed to represent or advise the Board and District staff. The

legal services agreement with each Special Legal Counsel shall specify the scope of legal services to be provided.

- D. The Legal Counsel and Special Legal Counsels report to the Board as a whole. However, the Legal Counsel is available to each individual Director for consultation regarding legal matters particular to that individual Director's participation in matters where the individual Director may have a conflict of interest. However, no attorney-client relationship shall be established with the individual Director as a result of such consultation. An individual Director (1) may not give direction to the Legal Counsel or any Special Legal Counsel without prior concurrence of the Board, but (2) may email Legal Counsel or any Special Legal Counsel a question or questions on any closed session item before a Board meeting but such Counsel is not required to respond to any such question or questions unless and until (a) directed by the Board in closed session or (b) directed by the General Manager or the Board President or (c) unless the request relates to questions regarding that individual Director's participation in any board decision. The Board President and General Manager shall be copied on all such messages to Legal Counsel or Special Legal Counsel. with a copy to the Board President and Legal Counsel. The Legal Counsel and Special Legal Counsels shall be available to the General Manager and District staff to the extent authorized by the Board or authorized by the General Manager pursuant to Water Code Section 30580, for consultation on applicable issues and activities within the scope of the applicable legal services agreement approved by the Board. The General Manager may approve legal work on urgent items that require legal action, wherein a Special meeting cannot be promptly scheduled, and then ratified at the next closed session by the Board, provided the costs incurred up to the Board closed session are less than \$3,000.
- E. Legal Counsel and Special Legal Counsels shall report directly to the Board and General Manager all potential legal problems and liabilities they notice or discover during their employment by the District. If the subject of the potential legal problem or liability is a Director or the General Manager, then the report shall be made to other than that Director or General Manager.
- F. Legal Counsel and Special Legal Counsels shall be available to answer questions from the Board during closed sessions. The General Manager shall copy all correspondences and communications to and from Legal Counsel and Special Counsels to the Board on all closed session items.
- G. The President or the Board may appoint one or two Directors to an Ad Hoc Committee for each legal case. The Board may grant limited authority to the Ad Hoc Committees to direct Legal Counsel and Special Legal Counsels. The limited authority will be assigned and described by the Board in a resolution when any such Ad Hoc Committee is created. The Ad Hoc Committee shall report in closed session (if permitted) to the Board at the next Board meeting following any direction given by the Ad Hoc Committee to Legal Counsel and Special Legal Counsels and any other actions taken. See also Section 12.E.

- H. Legal Counsel and Special Legal Counsels shall notify the Board and the General Manager about important events, rulings or decisions made regarding the District's case(s). Legal Counsel and Special Legal Counsel shall endeavor to do so within 72 hours of such events, rulings or decisions.
- I. Legal Counsel and Special Legal Counsels shall email the entire Board and the General Manager, if the General Manager is not subject of the case, copies of all briefs, dockets, applicable court calendars, motions and filings submitted to the Court and all documents and notices received from the Court and opposing parties.
- J. Legal Counsel and Special Legal Counsels shall only perform work that has been authorized by the Board, or by the General Manager pursuant to Water Code Section 30580.

**17. Conduct of Business.**

- A. The Board of Directors shall comply with the Ralph M. Brown Act (Brown Act) that requires meetings of the Board of Directors to be open and public.
- B. Regular District Board meetings shall be held at the City of Marina's Council Chambers at 211 Hillcrest Avenue, Marina, CA, unless otherwise specified.
- C. The notice and agenda for each meeting of the Board or committees of the Board shall be posted at the District offices at 11 Reservation Road, Marina, CA, and the City of Marina offices at 211 Hillcrest Avenue, Marina, CA in accordance with the Brown Act.
- D. The General Manager shall submit the draft Board agenda to the Board President and Vice President for review and approval before posting such agenda. Either the Board President or Vice President can add any items to the final Board agenda. No item on the final Board agenda can be deleted without the approval of both the Board President and Vice President. If there is not consensus on the items, the President shall have the final say. Emergency matters can be added to the agenda without advanced request or notice.
- E. The agenda and agenda package for regular board meetings will be distributed to the Board and made available to the public on Wednesday in advance of the Board meeting on Monday or Tuesday if Monday is a holiday. The General Manager shall include all copies of contracts, proposals, agreements, plans, specifications, exhibits, attachments, test results, investigation reports, etc. in the agenda packet for the Board to review and approve.
- F. The General Manager shall request District Legal Counsel and/or Special Legal Counsel to review all proposed contracts, agreements, employment agreements, etc. and approve them before including in the Board agenda package. All staff reports shall contain background information, previous Board actions, adopted goals and objectives, concerned issues, recommendations by staff, funding sources and available fund in the



adopted budget. If options were evaluated, they should be included in the background, but not required for all staff reports.

- G. Teleconferencing may be used for any meeting if such request is made sufficiently in advance of the meeting to permit compliance with posting requirements under Government Code section 54953(b)(3). Agendas shall be posted at teleconference locations in a place most likely to be seen by the public and also at the specific area or areas where the meeting will be held.
- H. Any Board member may place a non-emergency item on the agenda by submitting it, in writing, to the General Manager, at least ten (10) days before the meeting, to provide enough time to include it in the agenda. Such requests shall explain the issue and provide a recommendation for Board action.

### **18. Directors Preparation for Meetings.**

Board members are to prepare for all Board meetings. In preparing for meetings, Directors shall identify the need to obtain any supplemental or clarifying information in order to better prepare or enhance their knowledge to improve the legislative decision-making process and communicate same to the General Manager. Board members are encouraged to do so as far in advance of the Board meeting as possible, to allow the General Manager time to provide the requested additional information. Any Director may elect NOT to receive materials or documents requested by any other Director.

Board members may propose non-substantive changes to any item in the agenda by contacting the General Manager by 9:00 a.m. the day of the meeting where the agenda item will be considered before the Board. Non-substantive changes include typos, misspellings, changes in punctuation, substitutions of words or phrases for clarity without changing the meaning of the agenda item, correcting dates or other minor changes. A District staff member will read these proposed items to the board and into the record before discussion of the agenda item. For items on the consent agenda, a District staff member will read all of these changes to all items on the consent agenda at the beginning of the consent agenda. Approving the consent agenda item will also approve these non-substantive changes.

### **19. Quorums.**

In order to constitute a quorum of the Board, a majority of the Board members (three of the five directors) must be present at the designated meeting location authorized by the Brown Act. If a quorum is not present, no meeting shall take place. For quorums of board committees, a majority of committee members is required. For committees of two (2), both members are required to be present to constitute a quorum and hold a committee meeting. If a committee quorum is not present, the committee meeting can be adjourned to another time and the lack of a quorum will be reported to the Board.

### **20. Adjourned Meetings.**

The Board of Directors may adjourn any regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may adjourn a meeting. If

all members are absent, then the Secretary or the Secretary's designee shall comply with the procedure specified in the Brown Act. When an order of adjournment fails to state the hour at which the adjourned meeting is to be held, it shall be held at 6:00 p.m.

## **21. Special Meetings.**

An emergency or special meeting may be called in accordance with the Brown Act.

## **22. Parliamentary Procedure.**

A. Rules of Order. The presiding officer shall preserve order and decorum and shall decide on questions of order, subject to appeal to the Board. District Legal Counsel shall advise the President as Parliamentarian. The Board shall use Rosenberg's Rules of Order and this Board procedures manual.

B. Non-Roll Call Votes. Following any non-roll call vote, the President shall announce the results of the vote, including the vote or abstention of each Director present unless the vote is unanimous.

C. Roll Call Votes. After a motion has been made and duly seconded, any Board member may call for a roll call vote. Additionally, action on all District resolutions and ordinances and items that expend District funds shall be taken by a roll call vote.

## **23. Order of Business.**

The regular order of business of the Board shall contain any or all of the following items:

Call to Order  
Roll Call  
Public Comment on Closed Session Items  
Closed Session Items  
Reportable Actions Taken During Closed Session  
Pledge of Allegiance  
Oral Communications from the Public  
Special Presentations  
Public Hearings  
Consent Calendar  
Action Items  
Correspondence Received by the District, Directors and General Manager  
Informational Items  
Board Member Requests for Future Agenda Items  
Directors Comments  
Additional Closed Session (If Necessary)  
Adjournment

The regular order of business may be changed by the President subject to the Board determining otherwise.

If there is insufficient time to cover closed session items prior to the open session, the Board, through a simple majority vote, may decide during closed session to adjourn to an additional closed session after the conclusion of the open session.

## **24. Board Actions.**

All actions of the Board shall be in the form of an ordinance, resolution or motion.

A. Ordinances. The Board shall enact as ordinances any items of business presented to the Board and approved by the Board which:

- 1) Are required by law to be enacted as ordinances;
- 2) Repeal, supersede or amend an existing ordinance, except that the Board may adopt an ordinance authorizing that an existing ordinance may be repealed, superseded or amended by resolution;
- 3) Adopt a policy, rule or regulation to be enforced as a misdemeanor;
- 4) Relate to any other item of business which could be adopted as a resolution or motion which the Board determines to enact as an ordinance.
- 5) Each ordinance shall state whether it amends the District Code and, if so, which part or parts of the District Code the ordinance amends.

B. Resolutions. The Board shall adopt as resolutions, any items of business presented to the Board and approved by the Board which:

- 1) Are required by law to be adopted by resolution;
- 2) Supersede or amend an item previously adopted by resolution;
- 3) Interpret any ordinance;
- 4) Establish or change a policy, rule or regulation which does not need to be enforced as an ordinance;
- 5) Adopt procedures for the Board, Officers or Staff to use in implementing any ordinance;
- 6) Make a determination (Determination of Exemption, Negative Declaration or Environmental Impact Report) under the California Environmental Quality Act;
- 7) Adopt or amend a budget;
- 8) Approve any written contract;
- 9) Approve the acquisition or disposition of real property;
- 10) Approve the acquisition of personal property with a value of \$5,000 or more;
- 11) Approve the disposition of personal property;
- 12) Adopt or amend any plan for the District;
- 13) Adopt or amend authorized positions for the District; and
- 14) Relate to any other item of business which could be adopted as a motion and which the Board determines to adopt as a resolution.
- 15) All resolutions shall state whether the contents of the resolution will become a policy, rule or regulation of the Marina Coast Water District.

C. Motions. The Board shall adopt as motions, any items of business presented to the Board and approved by the Board which:

- 1) Are not required by law to be approved as an ordinance or resolution;
- 2) Are not enacted as ordinances or adopted as resolutions by the Board; and
- 3) Require an action of the Board.
- 4) If the Board so directs in its motion, a motion shall become a rule and regulation of the District; however, most rules and regulations of the District should be adopted either by resolution or ordinance.

D. Ordinances, Resolutions and Motions. All ordinances and resolutions shall be adopted by roll call vote. All motions to approve the expenditure or transfer of District funds and to approve personnel actions shall be adopted by roll call vote. All motions shall be reflected in the minutes of the Board, which shall state the contents of the motion, who made the motion, who seconded the motion and the ayes and noes on the vote.

## **25. Procedure for Action Items.**

The Board shall act only by ordinance, resolution or motion. Except where action is taken by the unanimous vote of all Directors present and voting, the ayes, noes, and abstentions shall be taken upon the passage of all ordinances, resolutions or motions and shall be entered in the minutes. Any member of the Board, including the President, can make a motion. Motions require a second. The President may vote on all motions unless disqualified or abstaining. The President shall not call for a vote on any motion until sufficient time has been allowed to permit any member of the Board to speak. Complex motions should generally be prepared in writing, and if it is necessary for the full understanding of the matter before the Board, the President shall restate the question prior to the vote. Common motions may be stated in abbreviated form and will be put into complete form in the minutes. Until the President states the question, the maker of the motion may modify their motion or withdraw it completely. It shall be the procedure of the Board, when considering all action items, to:

- (1) Receive a staff report on the item from the General Manager or the responsible staff person;
- (2) Allow Board members to ask clarifying questions of staff, through the President;
- (3) Receive public comment of the item;
- (4) Seek a motion and a second on a proposed action for the item;
- (5) Provide for Board discussion of the item; and
- (6) Conclude discussion/debate and consider taking action on the item through an appropriate motion. See also Section 28.B below if there is an applicant at the meeting.

## **26. Closed Sessions.**

Closed sessions shall be agendized and conducted in accordance with the Brown Act. The most common purpose of a closed session is to avoid revealing confidential information that may, in specified circumstances, prejudice the legal or negotiating position of the Board or compromise the privacy interests of employees. Directors have a fiduciary duty to protect the confidentiality of closed session discussions. The California Attorney General has issued an opinion that includes sanctions that could apply to a person who discloses closed session information. For more detailed information on closed sessions see the *California Attorney General's web site and publications*.

## **27. Orderly Discussion.**

In order to promote discussion of the issues before the Board, each member shall be recognized by the President before speaking. Notwithstanding any provision of this procedures manual, however, each member of the Board shall have the right to be heard within reason on any issue before the Board.

## **28. Process for Public Comment.**

- A. The public will always be afforded the opportunity to be heard on any item not on the Board's agenda, at each meeting during the period provided for Public Comment. Unless otherwise authorized by a majority of the Board, speakers will be limited to four (4) minutes during Public Comment unless the majority of the Board authorizes a shorter or longer time limit depending upon the circumstances.
- B. For all items being considered by the Board on the agenda, after the staff presentation for any public hearing, action item, information item, or consent item, and after staff responds to any clarifying questions from Board members but prior to discussion by the Board, the President shall seek public input. If there is an applicant, the President shall first call upon the applicant to comment on the staff recommendation and to present additional information concerning the application. The President shall then ask for comments from the public. Unless otherwise authorized by a majority of the Board, speakers will be limited to four (4) minutes. The President may, in the interest of facilitating the business of the Board, and avoidance of repetition, limit the amount of time a person may use to address the Board. The President may close public comment at any time restricting further discussion to the Board level unless a majority of the Board wishes to hear from other persons. At the conclusion of the public comment, if there is an applicant, he/she shall be given the opportunity to respond to the comments received. All questions of staff from the public and Board members shall be addressed to the President. Staff responses to questions from the public shall ordinarily be made only after the public comment period has ended.

## **29. Limitations on Board/Staff Reports.**

At each regular Board meeting, reports or comments by Board members shall be made under the Director's Comments and Reports. Reports or comments by staff members shall be made under Staff Reports or Informational Items. Any written report from a Board member shall be placed on the meeting agenda with prior consent of the President. Unless authorized by the President, each Director's reports and comments shall not exceed five (5) minutes. The President, with consensus of the Board, may defer some or all Board reports until after the Board has taken action on any Deferred Consent Calendar Items. This may be done in the interest of facilitating the business of the Board, or as a courtesy to members of the public desiring to participate in Public Hearings or other Action Items which are also on the agenda.

## **30. Referrals.**

Any matter coming before the Board may, if deemed necessary, be referred by the President, without Board action, to the General Manager, District Legal Counsel, Special Legal Counsel, or

to any standing or special committee of the District. The matter shall be reported back to the Board at the next Board meeting by the General Manager, District Legal Counsel, Special Legal Counsel, or to any standing or special committee of the District on the status, responses, recommendations and/or plans to address the matter.

**31. Conflict of Interest.**

A Director who has a disqualifying conflict of interest on any matter before the Board shall declare the nature of the conflict and it shall be reflected in the Board minutes. The Director shall not participate in the discussion of that agenda item; shall leave the Board chamber after making the declaration and before any discussion on the matter occurs; and shall not cast a vote on that matter. The minutes shall record a Director's absence for any circumstance when a Director is not seated at the dais.

**32. Minutes of Board and Board Committee Meetings.**

The minutes of meetings of the Board and of board committees shall be action minutes that will accurately reflect actions of the Board and the committees and the vote taken on such actions and shall not be verbatim minutes of all matters discussed and comments made at Board or committee meetings. The minutes shall summarize the concerns and questions expressed by the public during public comment periods.

**33. Notification of Absences of Directors.**

If any member of the Board is unable to attend a meeting, that member shall, if possible, notify the Board President and the General Manager prior to the meeting.

**34. Annual Meeting Schedule.**

The Board shall determine at the beginning of each calendar year the dates for regular Board meetings and regular board committee meetings. Such annual schedule shall include vacation periods, if any, during which no regular meetings will be held.

**35. Director's Legal Liabilities.**

The District shall defend and indemnify Directors from any claim, liability or demand that arises out of a Director's performance of his/her duties or responsibilities as a Director or officer of the District to the fullest extent permitted by law.

**36. General Provisions.**

Any of the policies or procedures in this procedures manual not required by law may be suspended by a majority of the Board. Any policy or procedure not required by law may be altered, amended or repealed by a majority of the Board at a duly authorized and noticed meeting.

### **37. Gifts.**

Each Director shall comply with the Gift provision in the MCWD Employee Handbook. In addition, each Director shall comply with the limitations and restrictions on gifts, honoraria, travel, and loans as prescribed by the Political Reform Act (Gov. C. 81000 et seq.) and by the Fair Political Practices Commission (Title 2, CCR 18110 et seq.). If the MCWD Employee Handbook and the Political Reform Act/FPPC regulations conflict, the Director shall comply with the more restrictive requirement. The General Manager shall provide newly elected Director with the latest version of the Employee Handbook. Additionally, the General Manager shall provide all Directors with newly updated version of the Employee Handbook whenever it is updated.

### **38. Board Member Compensation.**

Each member of the Board of Directors will receive compensation for his/her services at a rate of \$50 for attending each Board meeting. No compensation will be paid to any Director for attending other types of meetings such as standing, special or ad-hoc committees. Directors shall be reimbursed for actual necessary expenses incurred in the performance of official business of the District pursuant to assignment of the Board consistent with the reimbursement schedules and policies of the District.

### **39. Political Activity.**

It is the policy of the District to prohibit Directors from engaging in political activities on the premises of the District, and to prohibit Directors, from using any District property equipment, machines or tools for any political activities or purposes except as a part of their duties as a member of the Board of Directors. All permitted political activities shall comply with all current Federal, State and local laws and regulations and District policies and procedures.

### **40. Payment of Bills.**

By approving the fiscal year District Budget, the Board of Directors approves the categories and types of goods and services (including public works) that will be acquired or used by the District for that fiscal year. The actual purchase of those goods and services will comply with the District Procurement Policy that has been approved by the Board of Directors.

### **41. Director's Violation of Policies.**

Whenever the District, a Director or the General Manager receives a complaint or concern regarding potential or alleged violation of policies by a Director or Directors, the matter shall be reported immediately to the Board President. If the President is the subject of the complaint, the matter shall be reported immediately to the Vice President. The Board President or Vice President shall immediately place the matter on the Board agenda for the Board to discuss the alleged violation(s) and take appropriate action. If the matter(s) is serious, the Board President or Vice President may call a special meeting to address the complaint. If a Director breaches any of the policies contained in Sections 5, 6, 8, 13, 14, 15, 16, 26, 38, and 40 the Board may, in addition to other consequences provided by law, publicly censure the offending Director and may as part of the censure take any or all of the following other actions, to be effective for a time determined by the Board:

- a) Remove the offending Director from committees and representative positions to which the Director has been appointed or designated by the Board or by the President,
- b) Prevent the offending Director from placing items on the agenda without the specific, advance authorization of the Board.



# Appendix

Resolution No. 98-1 and Amendments

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-G

Meeting Date: September 16, 2019

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Consider Voting for the Association of California Water Agencies Region 5 Board  
Slate Recommended by the Nominating Committee

Staff Recommendation: The Board of Directors vote for the Association of California Water Agencies (ACWA) Region 5 Board slate as recommended by the ACWA Nominating Committee.

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

Discussion/Analysis: In August, the District was emailed an Official Region 5 Board Ballot from ACWA. The District has also received nomination letters from Pam Tobin, San Juan Water District Director; Sarah Palmer, Zone 7 Water Agency; Ernesto Avila, Contra Costa Water District; and Jack Burgett, North Coast County Water District; each requesting the District's vote for the Region 5 Board.

The Board is requested to vote for the slate recommended by the Region 5 Nominating Committee. The slate includes Frank Mellon for Chair, John Varela for Vice Chair, and Ernesto Avila, Mary Bannister, Jack Burgett, Bill Rosen, and Katherine Stewart for Board members.

Environmental Review Compliance: None required.

Financial Impact:     \_\_\_ Yes     \_\_\_ X No Funding Source/Recap: None.

Other Considerations: The Board of Directors can vote for the slate, vote for individual candidates, or choose to not vote for any of the candidates.

Material Included for Information/Consideration: ACWA Official Region 5 Board Ballot; and, letters from Ernesto Avila, Jack Burgett, Pam Tobin, and Sarah Palmer.

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

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Board Action

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

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

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



*Sent via email August 1, 2019*

TO: ACWA REGION 5 MEMBER AGENCY BOARD PRESIDENT  
AND GENERAL MANAGER

***Ballot for Region 5 Board Election for the 2020-2021 Term***

It is time to elect the 2020-2021 ACWA Region 5 Chair, Vice Chair and board members who will represent and serve the members of Region 5. Attached, you will find the official ballot which includes the Region 5 Nominating Committee's recommended slate as well as individual candidates running for the Region 5 Board.

**Your agency is entitled to cast only one vote.** Please review the attached ballot and have your agency's authorized representative cast its vote for the slate as recommended by the Region 5 Nominating Committee or cast its vote for an individual Region 5 chair, vice chair and three to five board members.

**2020-2021 ACWA Region 5 Ballot is located [HERE](#).**  
**Region 5 Rules and Regulations are located [HERE](#).**

**Submit the electronic ballot to ACWA by September 30, 2019.**  
*(Ballots received after September 30 will not be accepted.)*

**REMEMBER, YOUR VOTE IS IMPORTANT.** Region 5 Board members are elected to represent the issues, concerns and needs of your region. The Region 5 chair and vice chair will serve on ACWA's board of directors for the next two-year term beginning January 1, 2020. Additionally, the newly elected chair and vice chair will make the Region 5 committee appointment recommendations to the ACWA president for the 2020-2021 term. Also, either the chair or vice chair will hold a seat on the ACWA Finance Committee.

If you have questions, please contact your Regional Affairs Representative, Brian Sanders, at [brians@acwa.com](mailto:brians@acwa.com) or call 916-441-4545.

Thank you for your careful consideration and participation in the Region 5 election process.

OFFICIAL

# REGION 5 Board Ballot

2020-2021  
TERM

CLEAR FORM



Please return completed ballot by September 30, 2019

E-mail: [regionelections@acwa.com](mailto:regionelections@acwa.com)  
Mail: ACWA  
910 K Street, Suite 100  
Sacramento, CA 95814

## General Voting Instructions:

- 1 You may either vote for the slate recommended by the Region 5 Nominating Committee or vote for individual region board members. Please mark the appropriate box to indicate your decision.
- 2 Please complete your agency information. The authorized representative is determined by your agency in accordance with your agency's policies and procedures.

1

### Nominating Committee's Recommended Slate

I concur with the Region 5 Nominating Committee's recommended slate below.

**CHAIR: Frank Mellon**, Board Member, East Bay Municipal Utility District

**VICE CHAIR: John Varela**, Director - District 1, Santa Clara Valley Water District

#### BOARD MEMBERS:

- **Ernesto A. Avila**, Director, Contra Costa Water District
- **Mary Bannister**, Director - Division B, Pajaro Valley Water Management Agency
- **Jack Burgett**, Director, North Coast County Water District
- **Bill Rosen**, Director, Goleta Water District
- **Katherine A. Stewart**, Director, Vandenberg Village Community Services District

OR

### Individual Board Candidate Nominations

I do not concur with the Region 5 Nominating Committee's recommended slate. I will vote for individual candidates below as indicated.

#### CANDIDATES FOR CHAIR: (CHOOSE ONE)

- Frank Mellon**, Board Member, East Bay Municipal Utility District
- Sarah Palmer**, Director, Zone 7 Water Agency
- Katherine A. Stewart**, Director, Vandenberg Village Community Services District
- John H. Weed**, Director, Alameda County Water District

#### CANDIDATES FOR VICE CHAIR: (CHOOSE ONE)

- Frank Mellon**, Board Member, East Bay Municipal Utility District
- Sarah Palmer**, Director, Zone 7 Water Agency
- Katherine A. Stewart**, Director, Vandenberg Village Community Services District
- John H. Weed**, Director, Alameda County Water District

#### CANDIDATES FOR BOARD MEMBERS: (MAX OF 5 CHOICES)

- Ernesto A. Avila**, Director, Contra Costa Water District
- Mary Bannister**, Director - Division B, Pajaro Valley Water Management Agency
- Jack Burgett**, Director, North Coast County Water District
- Richard (Ric) Lohman**, Director, Montara Water & Sanitary District
- Frank Mellon**, Board Member, East Bay Municipal Utility District
- Sarah Palmer**, Director, Zone 7 Water Agency
- Bill Rosen**, Director, Goleta Water District
- Katherine A. Stewart**, Director, Vandenberg Village Community Services District
- John Varela**, Director - District 1, Santa Clara Valley Water District
- John H. Weed**, Director, Alameda County Water District

2

AGENCY NAME

AUTHORIZED REPRESENTATIVE

DATE



**BOARD OF DIRECTORS**

Lisa M. Borba, AICP  
PRESIDENT

Connstance Holdaway  
VICE PRESIDENT

Ernesto A. Avila, P.E.

Bette Boatman

John A. Burgh

**GENERAL MANAGER**

Jerry Brown

July 1, 2019

Mr. Keith Van Der Maaten  
General Manager  
Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933

**RE: ACWA Region 5 Board Candidate Nomination**

Dear Mr. Van Der Maaten:

As you know, the Association of California Water Agencies (ACWA) is currently considering applications for Region Board Candidates from member agencies. I have submitted my nomination form with support from my colleagues on the Contra Costa Water District (CCWD) Board, and I am reaching out to you to provide some information about myself and my interest in serving on the Board for Region 5.

I was appointed in 2016 to represent Division 3 of CCWD, but my experience and passion for the water industry span my entire 30+ year career. I have been active in ACWA throughout my career participating in Water Quality and Federal Affairs Committee meetings and attending the spring and fall conferences. I have devoted 18 years to the Multi-State Salinity Coalition and ten years to the Northern California Salinity Coalition.

Aside from my technical interest, my policy interest in representing Region 5 is multi-faceted. A passion of mine is to continue the good work that our agencies and ACWA have done in protecting local autonomy. I believe that each of our agencies is the best steward of our local resources, and I am very concerned about the ongoing efforts of the state to dictate our operations and dig into our customers' pockets. I believe in cooperative collaboration to make us stronger as an industry, a region, and a state.

On a personal note, I am very involved in the local community, having served on the City of Concord Planning Commission, currently serving on the John Muir Community Health Fund Board of Directors, and supporting children as a member of various athletic associations.

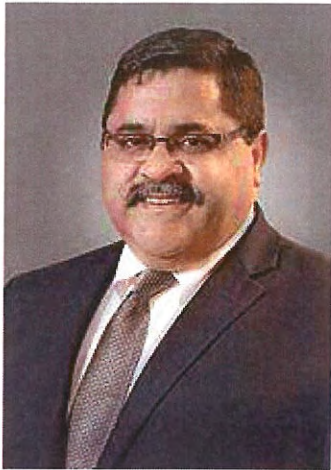
I've enclosed a brief biography with some highlights of my career, industry leadership, and community involvement. I look forward to an opportunity to meet with you and discuss opportunities for Region 5.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ernesto Avila", is written over a circular blue stamp.

Ernesto (Ernie) Avila

enclosure



**Ernesto A. Avila, P.E.**  
**Contra Costa Water District**  
**Division 3 Director**

**Education**

B.S., Civil Engineering  
Santa Clara University

M.B.A.  
Saint Mary's College of  
California

**Registration**

Professional Civil Engineer  
(CA – 41727)

Qualified Stormwater  
Pollution Prevention Plan  
Developer (QSD 20743)

**Affiliations**

ACWA-Region 5

California Water  
Environment Association

American Water Works  
Association

Multi-State Salinity Coalition,  
Board Member

**Work Experience**

- Chair-National Desalination and Salinity Management Summit 2003-2013
- Over 34 Years of California Water and Infrastructure Planning and Design Experience
- ASCE National Resident Engineer of the Year

Ernesto A. Avila, P.E., was appointed in March 2016 to represent Division 3, which includes eastern Concord, Clayton, and part of Walnut Creek and Pleasant Hill.

Mr. Avila has over 34 years of professional experience in planning, environmental compliance, regulation, design, and construction of water and wastewater works and municipal facilities. He is currently Principal/Vice President of a private engineering firm.

As a member of the Board, Mr. Avila brings his dedication to the community, passion for water issues, and his experience in the private and public sectors.

Mr. Avila has volunteered for many citizen-based committees and organizations including the Walnut Creek Transportation Commission, the Concord Planning Commission, the John Muir Community Health Fund, the Knights of Columbus, and the St. Francis of Assisi School Board. While working full time, he has made volunteering in the community a priority, representing his neighbors and family on important issues that affect their everyday lives.

Mr. Avila is passionate about water issues, working on a variety of statewide issues during his career. Among several relevant positions, he served as Director of Engineering at CCWD before moving on to become General Manager of Monterey Peninsula Water Management District. He also served as Executive Director for the California Urban Water Agencies and Program Director for the Multi-State Salinity Coalition. He has experience on water projects of all shapes and sizes, including water treatment plant improvements, dam retrofits, and watershed management and habitat conservation projects.

Mr. Avila lives in Clayton and is a licensed civil engineer with a Bachelor of Science degree in Civil Engineering from Santa Clara University and a master's degree in Business Administration from St. Mary's College of California.

**DIRECTORS**

**JOSHUA COSGROVE**, *President*  
**ANNE DE JARNATT**, *Vice-President*  
**THOMAS J. PICCOLOTTI**, *Director*  
**RON ASH**, *Director*  
**JACK BURGETT**, *Director*  
**RUSSELL CONROY**,  
*Director Emeritus*

2400 Francisco Blvd.  
P.O. Box 1039  
Pacifica, CA 94044  
www.nccwd.com



**STAFF**

**CARI C. LEMKE**  
GENERAL MANAGER

**SCOTT DALTON**  
SUPERINTENDENT

Phone (650) 355-3462  
Fax (650) 355-0735

May 28, 2019

Honorable Board Member:

Currently I am a Director of the ACWA Region 5 Board. Your agency will be asked to vote for the Region 5 Board this fall (between August 1 and September 30). Your participation is critical to the success of our ACWA Region 5 Mission. I am a candidate for re-election and respectfully request your vote.

I am completing my second term on the North Coast County Water District Board of Directors. I am on the Membership Committee, Energy Committee, Groundwater Committee, Capital Improvement Program Committee, and Public Outreach and Conservation Committee. I am also on the Building Seismic Relocation Advisory Committee, Drought Preparedness Advisory Committee, General Manager Recruitment Advisory Committee and Energy Advisory Committee.

During my time on the Board, I have been actively engaged in ACWA and ACWA/JPIA on the Membership, Vote Verification, Energy and Ground Water Committees.

If I am elected for another term to the ACWA Region 5 Board, I will commit to working collaboratively with fellow Board members to provide the best possible service to our forty-nine Region 5 ACWA/JPIA members.

Thank you.

Jack Burgett  
Director, ACWA Region 5  
Director, North Coast County Water District  
Phone: (650) 359-5637  
Email: dburgettmarine66@att.net



**Jack Burgett**  
 P.O. BOX 1039  
 PACIFICA, CA 94044

*(650) 355-3462 District*  
*(650) 799-3055 Cell*  
*(650) 355-0735 Fax*

**Candidate for:**  
**ACWA REGION 5**  
**BOARD OF DIRECTORS**

## ASSOCIATIONS

**Board Member, Board of Directors of the North Coast County Water District**  
**Elected 2012, 2 Years Board President**

- Board Member, ACWA Region 5
- Member, ACWA Membership Committee
- Member, ACWA Energy Committee
- Member, ACWA Groundwater Committee
- District Representative, ACWA
- District Representative, ACWA Region 5
- District Representative/ Director, ACWA/JPIA

## DISTRICT COMMITTEES SERVED

- Capital Improvement Program Committee
- Public Outreach & Conservation Committee
- Building Seismic Relocation Advisory Committee
- Drought Preparedness Advisory Committee
- General Manager Recruitment Advisory Committee
- Energy Advisory Committee

Over 50 + Years Experience in Local Government, Education, Athletics:

- City College of San Francisco, Athletics
- College of San Mateo, Athletics
- County of San Mateo Superior Court, Grand Juror
- County of San Mateo Superior Court, Law Enforcement Committee
- Jefferson High School, Teacher
- Jefferson High School, Vice-Principal-Administration
- Lick-Wilmerding High School, Athletics
- Thornton High School, Teacher
- United States Marine Corp., Sergeant

## ORGANIZATIONS

- Citizen Organization for Police Station (COPS)
- Veterans of Foreign Wars (VFW)
- American Football Coaches Associations (AFCA)

## PROFESSIONAL ASSOCIATIONS & LICENSES

- CSDA's Special District Leadership Academy
- Standard Teaching Credential with Specialization in Secondary Teaching

## EDUCATION

- San Francisco State University –B.A., Geography
- San Francisco State University – M.A., Educational Administration



*Directors Jack Burgett & Joshua Cosgrove pictured at the December, 2018 reorganization of the NCCWD Board.*





August 16, 2019

Keith Van Der Maaten  
General Manager  
Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933

Directors  
Edward J. "Ted" Costa  
Marty Hanneman  
Kenneth H. Miller  
Dan Rich  
Pamela Tobin  
General Manager  
Paul Helliker

Dear Keith Van Der Maaten:

It is my pleasure to inform you that the Board of Directors of the San Juan Water District (San Juan) took action at its June 26, 2019, board meeting to nominate Director Pam Tobin to be elected Vice-President of the Association of California Water Agencies (ACWA).

As noted in the enclosed Resolution of Support from the San Juan Board, Director Tobin "possesses all of the qualities needed to fulfill the duties of the office of ACWA Vice-President" – e.g. knowledge of the water industry, strength of character and leadership capabilities, and the ability to dedicate her time and energy to effectively serve. Moreover, Director Tobin has served ACWA in various capacities during her 15-year tenure as a San Juan Director, including:

- ◆ Current Chair of Region 4 and member of the Board of Directors, including being an appointee to the Steering Committee for Long-Term Strategic Planning;
- ◆ Board Member of ACWA JPIA since 2016; and
- ◆ Long-time active participant on the Federal Affairs and Local Government committees.

Director Tobin has also been a leader in regional water management efforts, including as a Board Member and multiple terms as Chair of both the Sacramento Regional Water Authority (RWA) and the Sacramento Groundwater Authority. In 2018, she was the recipient of the RWA's Distinguished Service Award.

In addition to informing you of Director Tobin's candidacy, we respectfully request your agency's support of Director Tobin's nomination by adopting a resolution endorsing her nomination to be ACWA's next Vice-President. Also enclosed you will find a sample resolution of support. If your board takes action, please forward your resolution of support to me by September 12th and also to ACWA c/o Donna Pangborn, 910 K Street, Suite 100, Sacramento, CA 95814.

Thank you very much for your consideration.

Sincerely,

Paul Helliker  
General Manager



# Sample Resolution to Support Nomination ACWA President or Vice President Candidate

## RESOLUTION OF THE BOARD OF DIRECTORS OF

\_\_\_\_\_

## IN SUPPORT OF THE NOMINATION OF

\_\_\_\_\_

## AS A CANDIDATE FOR THE POSITION OF ACWA \_\_\_\_\_

WHEREAS, ACWA has announced that a Nominating Committee has been formed to develop a slate for the Association's statewide positions of President and Vice President; and

WHEREAS, the individual who fills an officer position will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and

WHEREAS, \_\_\_\_\_ has served in a leadership role as a member of the \_\_\_\_\_ Board of Directors since \_\_\_\_\_; and

WHEREAS, (list positions held to demonstrate knowledge of water and leadership)

WHEREAS,

WHEREAS,

WHEREAS, it is the opinion of the \_\_\_\_\_ Board of Directors that \_\_\_\_\_ possesses all of the qualities needed to fulfill the duties of the office of ACWA \_\_\_\_\_.

NOW, THEREFORE, BE IT RESOLVED, that the \_\_\_\_\_ Board of Directors wholeheartedly supports \_\_\_\_\_ for nomination as a candidate for the office of ACWA \_\_\_\_\_.

PASSED AND ADOPTED by the \_\_\_\_\_ Board of Directors at a regular meeting of said Board held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

Ayes: Directors

Noes: Directors

Absent: Directors



August 27, 2019

Director  
Pamela Tobin

Board Chair/President  
Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933

RE: ACWA Vice President Election – 2020-'21 Term

Dear Board Chair/President:

I am excited and proud to announce my candidacy for the office of Vice President of the Association of California Water Agencies (ACWA) for the 2020-2021 term and ask for your support. My more than 15 years of experience in local, regional and statewide water issues uniquely qualifies me for this role with ACWA.

I am honored to have the full support for my candidacy from my home district San Juan Water District in Northern California, where I have served on the Board of Directors since 2004, and from the Regional Water Authority / Sacramento Groundwater Authority, where I have also served on the Board and in leadership for 15 years. Additionally, I have been an active and supportive participant in ACWA, serving as current Chair of ACWA Region 4 and a member of the ACWA Board of Directors, and as a member of the Federal Affairs and Local Government Committees. I currently serve on the ACWA-Joint Powers Authority Board of Directors and Liability Committee.

In addition to my leadership roles in the water policy arena, I bring strong skills in the areas of strategic planning, finance, leadership and coalition building, forging strong partnerships between the community and the organizations in which I have served. I fully understand, and I am prepared to dedicate the time necessary to the position of ACWA Vice President and would dedicate my expertise in water and other personal strengths to support ACWA's priorities and mission.

It is a challenging time in California water which requires a commitment to seeking collaborative solutions that will work for ACWA's public water agency members and the customers they serve. I have a passion to bring my experience and skills to ACWA and would be honored to represent the association as its Vice President to advance issues of importance to its membership.

I look forward to meeting with many of you over the next few months. More details on my qualifications are provided in the attached document.

Thank you for your time and consideration of support. If you have any questions or concerns, please don't hesitate to contact me directly.

Sincerely,

Pam Tobin,  
San Juan Water District Director; ACWA Region 4 Chair; ACWA-JPIA Board Member;  
Sacramento Groundwater Authority Chair; Sacramento Regional Water Authority Board/Executive Committee Member



## PAMELA TOBIN

*petpyrs@surewest.net* | C: 916-275-0875 |

### Statement of Qualifications

August 2019

Hello ACWA Members:

My name is Pam Tobin and I am asking for your support to be ACWA Vice President (2020 -'21 term). I have more than 15 years of experience in California water at the local, regional and statewide level. I have served on the Board of Directors of the San Juan Water District in Northern California since 2004, including three terms as President of the Board. I also have served multiple terms as Chair of both the Sacramento Regional Water Authority and the Sacramento Groundwater Authority.



As you know, this recent period in California water has presented many challenges for public water agencies and the elected directors who lead them. In my various roles, I have engaged in policy deliberations addressing the worst drought in California's history, landmark groundwater legislation known as SGMA, and ongoing efforts to stabilize the Delta. The most gratifying part of working to find solutions is the relationships I have built.

I value my active participation in ACWA. ACWA is the place where all water agencies come together to learn, to share and to make a difference as we create strategies and policies that will work for the 450 public water agency members under the ACWA umbrella. Whether the agencies are from the north, middle or southern end of the state or serve ag, urban or rural customers, we have more in common than we think because we all serve the public interest. I have been energized by my time on the ACWA Board of Directors as the ACWA Region 4 Chair, hashing out key federal issues and representing ACWA legislative positions on Capitol Hill and thinking about the local issues and how best to serve customers through participation on the Local Government Committee.

It has been extremely rewarding to work closely with the ACWA Board to devise statewide policies on everything from safe drinking water access and quality, to conservation and drought contingency, to providing input to the Newsom Administration on a future water portfolio for California. Also, I have enjoyed serving as a member of the ACWA Board Steering Committee carving out a future path for ACWA through a five-year Strategic Plan. As an ACWA-JPIA Board member and a recently appointed member of its Liability Committee, I have worked to ensure we are offering the critical insurance services that public water agencies need today and into the

future, by securing ACWA-JPIA's financial health and growth. Through these activities, I have been able to put my personal skills around policy development, collaboration, finance, and conflict resolution on the table to help make progress.

Those who know me know that I am not afraid to dig into the tough issues. In fact, I relish the opportunity to work collaboratively with all parties to find the "win-win" outcome. I also am an independent thinker and can make the tough calls. That is what ACWA is all about. ACWA brings the issues, the solutions and the people together. This is precisely why I want to use my experience and skills to help advance ACWA's mission and vision as its vice president.

Serving on the board at San Juan Water District has provided the opportunity to understand both the wholesale and retail side of the water business. We serve families and businesses. While we have some of the most senior water rights in California (1853), the agency also is an American River Division contractor with the Federal Central Valley Project. The agency is active in regional groundwater management / conjunctive use planning, with issues such as SGMA implementation which has helped me to better understand the challenges that other agencies experience. My time working with more than 22 public water agencies, private water companies, cities and counties through my work with the Regional Water Authority and Sacramento Groundwater Authority has been another opportunity to build partnerships for collaborative solutions.

So, what do I do in my spare time? You might be surprised to know that I am a long-time realtor and property developer with over 30 years as a business owner. Understanding the nexus between land-use planning and water management has been invaluable in my water role and in my professional life. But my real passion is caring for our four-legged friends. For many years I focused on showing dogs, but now I rescue them. It is the hardest and best thing I have ever done.

**My background:** I hail from Laconia, New Hampshire, growing up in the Lakes Region. I have called California home since 1971. I have been married to my wonderful, supportive husband for 38 years. I have two grown children, my oldest son is a senior engineer in upper management for the City of Los Angeles and the youngest is an attorney living and working in Los Angeles. I also have four grandchildren.



Finally, I did not come to the decision to run for ACWA Vice President lightly. As is sometimes the case, several ACWA water leaders that I respect came to me and told me that I should throw my hat in the ring for ACWA VP. Everything I have done to date has prepared me for this moment. I look forward to meeting with many of you to share my ACWA vision and commitment to you personally and hope that I can count on your support for ACWA Vice President.



# PAMELA TOBIN

petpyrs@surewest.net | C: 916-275-0875

With more than 15 years of involvement in local, regional and statewide water issues as an elected and appointed official, I will bring considerable experience and knowledge to the office of ACWA Vice President including: water policy development, organizational governance and collaboration / coalition building. I have a passion for helping agencies and organizations to fulfill their mission and support their customers and communities. I serve on the San Juan Water District and Regional Water Authority (RWA) Boards; Chair, Sacramento Groundwater Authority (SGA) and ACWA-Joint Powers Authority Board of Directors and Liability Committee. I have actively served in ACWA leadership as ACWA Region 4 Chair, and as a member of the Federal Affairs and Local Government Committees.

## Skills

- Financial Leadership
- Policy Development
- Contract Negotiations
- Collaboration and Coalition Building
- Public Agency and Organizational Governance
- Strategic Planning
- Testimony before State and Federal Agencies / Elected Bodies

## Related Water Experience

### Association of California Water Agencies Sacramento, CA

- Chair, Region 4 Board of Directors (2018-2019)
- Member, ACWA Board of Directors (2018-2019)
- Member, Region 4 Board of Directors (Since 2014)
- Member, Federal Affairs Committee (2014-2019)
- Member, BOD Strategic Plan Steering Committee (2019)
- Member Local Government Committee (2014-2015)
- Attended ACWA Conferences (2004-2019)
- Attended ACWA's Washington D.C. Conference (2015-2019), including serving as member advocate in ACWA's lobbying visits with members of Congress and their staffs, Administration officials and other D.C. leadership.

### ACWA Joint Powers Authority Roseville, CA

- Member, Board of Directors (01/2016 – Current)
- Participate in monthly ACWA-JPIA Board meetings. Provide organizational leadership and collaborate with member partners to establish long-term goals, strategies and policies.
- Member of the ACWA-JPIA Liability Committee where I promote financial health and growth.

## **San Juan Water District** Granite Bay, CA

*San Juan is both a wholesale and retail agency, with over 10,000 retail connections and serving a total wholesale population of over 150,000 in North-Eastern Sacramento County and Southern Placer County. Agency has one of the most senior water rights in California (1853) and is also an American River Division contractor with the Federal Central Valley Project*

**Member, Board of Directors (01/2004 – Current)**  
*President (2016, 2012,2007))*

- Provide leadership and guidance, facilitate solutions and collaboration on a variety issues including:
  - District operations and governance
  - Regional water transfers
  - Groundwater / conjunctive use planning
  - District financial issues and budget
  - District policies and business practices

## **Regional Water Authority & Sacramento Groundwater Authority** Citrus Heights, CA

*Each Board is comprised of General Managers and Elected Officials from more than 22 public water agencies, private water companies, cities and counties*

**Member, Board of Directors (01/2004 – Current)**

- Represent San Juan WD on the RWA Board since 2004, including providing leadership as Past Chair (2012) and long-time member of the Executive Committee (2011-2014, 2016-current).
- Received 2018 RWA Distinguished Service Award in recognition of my many years of active service and contributions.
- Facilitate open dialogue, resolved conflicts and negotiated agreements between parties in order to reach win-win solutions and clarify goals
- Shepherd consensus and collaboration with professional staff
- Serve as current Chair of the Sacramento Groundwater Authority and Board member since 2004. (Past Chair - 2007 & 2008).

## **Professional Experience**

- Curtis Real Estate – Realtor (2004-Present)
- Property Exchange Pro LLC – Owner, (2015- Present) – Provide comprehensive real estate services for residential and land markets.

## **Volunteer & Community Involvement**

- Great Pyrenees Rescue – President (1996-Present). Sierra Pacific Great Pyrenees Rescue is a non-profit organization, charged with saving and restoring health of Great Pyrenees and Great Pyrenees mixed dogs. In the past 33 years, I rescued over 2,500 dogs through this program.
- 4-H Club of Placer County – Served as Community Leader (1982-1996)
- Alliance of Therapy Dogs – Tester / Observer (20 Years)

## **Awards**

- Regional Water Authority - 2018 Distinguished Service Award
- Volunteer Center of Sacramento – 2007 Volunteer Spirit Award, “Sacramento Community Change Maker”



Pamela Tobin  
**My Priorities for ACWA**

August 2019

I am often asked, “What is your personal vision for how you hope to contribute to making ACWA better and more valuable to its members?” Here are my priorities:

- **Demystify ACWA:** Local public water agencies have an increasing number of challenges to deal with. ACWA is here to help them, but we must continue to educate them on the services available through ACWA. I want to be an active ambassador on this front. I am a people person and enjoy relating to folks from around the state.
- **Increase Member Involvement:** Keeping member agencies connected to ACWA is truly a job that is never done. With the major turnover in the water industry, we must be vigilant to continue to engage members and solicit their input.
- **Advance Forest Management and Protect Local Water Agencies:** We are making great progress on securing funding and getting folks up the learning curve on the need to reduce fire risk and protect our source water. A lesser understood side effect of catastrophic fires is the burden that it puts on local water agencies who may be shouldered with the fallout of issues like inverse condemnation. We need to bring visibility to this issue and protect our members.
- **Support the Resiliency Portfolio:** Just as ACWA has done through the decades with past administrations, it must step up to proactively provide constructive and innovative input to the Newsom Administration’s water vision. I am proud of ACWA’s work on this and my involvement.

---

**Pam Tobin – Endorsement Form**

I, \_\_\_\_\_, endorse Pam Tobin from the San Juan Water District for the office of Vice President of the Association of California Water Agencies for the 2020-'21 term. I give my permission to use my name in support and endorsement. My personal endorsement does not necessarily represent the position of my Board, Agency or Organization.

*Please return this page to me at [petpyrs@surewest.net](mailto:petpyrs@surewest.net) or fax at 916-791-6955*



August 2019

Dear ACWA member and Board President,

*Thomas*

I have included an introduction/information letter and resumé, a sample Resolution of Support which I hope your Board can pass, and a personal endorsement form for you or any other of your Board members who may want to endorse me. (I would love that!)

If I am successful in becoming ACWA Vice President, I look forward to visiting your agency some time in the next couple of years, and providing leadership and a sounding board for your **region's issues and concerns**. Each region is unique and requires serious consideration of the perspectives of the people who know it best.

Please feel free to contact me with any questions or concerns.

Thank you, and I look forward to working together!

*Sarah*

Sarah Palmer  
Director, Zone 7 Water Agency  
Vice Chair ACWA Region 5

[spalmer@zone7water.com](mailto:spalmer@zone7water.com)

[palmer.sarahL@gmail.com](mailto:palmer.sarahL@gmail.com)

925-784-1727 cell

July 30, 2019

Fellow ACWA Member;

Let me introduce myself! I am Sarah Palmer and I would like your support in becoming the next Association of California Water Agencies (ACWA) Vice President. As a Director for Zone 7 Water Agency since 2006, a teacher of Environmental Science in the college and high school levels, as well as a guest contractor at Lawrence Livermore National Labs with the UC Davis Groundwater Ambient Monitoring and Assessment (GAMA) project, I have been involved in many of the complexities of water in our state. My membership in ACWA has given me the opportunity to hear and understand the diverse viewpoints and challenges faced by the different regions of California, as well as be enriched by the people involved.



With ACWA, I have served as Vice Chair of Region 5 and attended several regional activities and events. These have been instrumental in giving me an appreciation of the issues and people of each region. I am an active member of the Agriculture, Water Management, and Water Quality Committees and have helped wrestle with emerging concerns in notification and response levels in the PFOA/PFAS Subcommittee. PFOA/PFAS is only one set of the troubling issues in which we are so fortunate to have the advocacy of ACWA involved. My participation in the ACWA Steering Committee has given me a deeper understanding of the inner workings of our agency and a heightened appreciation of the ACWA staff. The cooperative efforts of ACWA officers, staff and committee members and their work with legislators has averted a water tax, and helped formulate statewide programs. I have had the opportunity to attend three Washington, DC Legislative Conferences and am grateful for the work our DC ACWA staff does to prepare us for these important meetings. The ACWA Bi-annual Conferences present extraordinary opportunities for education and connection. I have attended nine of them. The keynote speakers have been consistently good and often inspiring. With all the various regional differences and diversity of political opinions, it is always heartening to see that ACWA members really do work toward seeing ourselves as "one water", striving to set aside individual and regional biases for the common good.

My 13 years as a Director for Zone 7 Water Agency has seen both drought and flood, litigation and contentious rate changes, three General Managers and some organizational restructuring. I have served as President for three terms, and have been active on Finance, Administrative, Tri-Valley Liaison, and Water Quality standing committees and served on three *ad hoc* committees. Again, work by our wonderful staff has brought us several Finance awards and approval of our SGMA Groundwater Sustainability Plan. Both staff and Board actively interact with our community locally and county-wide.

I have a Ph.D. in Cell Physiology and Biochemistry from the University of Toronto and a B.A. in Biology and Political Science (double major) from New York University. This background in science, with my subsequent research and teaching careers, have led me to wonderful opportunities for communicating complex concepts to both professional and lay groups. My experience has been beneficial in my role as communicator for environmental and other water education issues for both children and adults. I was named Alameda County District Teacher of the Year in 2006. I have been a speaker for Lawrence Livermore National Labs presentations and for Zone 7 Water Agency. My experience as a docent for the Elkhorn Slough National Estuarine Research Reserve has provided valuable insight into the functions of an estuary.



Although I am not a native Californian, (I am from Buffalo, NY... yes the winters are horrendous!) I have lived in Livermore for most of my adult life and have the great good fortune of having raised a true California girl who has become a fabulous and productive young woman. My sports are water related. I have been a SCUBA divemaster, and am an active kayaker and paddle boarder. I also paint abstract and impressionist works and train my wonderful dog.

California is my home, and California water is my passion. Water is THE big issue for all of us; our livelihoods, health and welfare, politics and environment. It touches almost every aspect of our lives in some way. It is inextricably involved in issues of climate change. We in the water industry and every related field are on the front lines and our resolve to ensure safe and sustainable water for us and our environment is paramount. Please support me in becoming Vice President of ACWA to provide leadership and vision to help us continue to work together to provide a healthy future for all Californians.

Thank you for your consideration!  
Sincerely,

---

Sarah Palmer  
925-784-1727  
palmer.sarahL@gmail.com  
spalmer@zone7water.com

***Resumé attached***

## Resumé

**Sarah Palmer, Ph.D.**

546 Lagrange Lane

Livermore, CA 94550

palmer.sarahL@gmail.com

spalmer@zone7water.com

(925) 784-1727 (c)

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*My goal is to become the next Vice President of the Association of California Water Agencies. Why? Water impacts all life, public health, politics, and environment. Water brings in almost all areas of science and culture. My background in community engagement, public speaking, and science, especially in science communication, make me eminently qualified to fill this role.*

### Leadership in Water

Director of Alameda County Zone 7 Flood Control and Water Agency (Zone 7 Water Agency) Board of Directors since 2006

Board President for 3 terms

Committees:

**Finance, Administrative, Water Resources, Tri-Valley Liaison** (this addresses topics of interest between Zone 7, cities and retail water agencies, including rate change issues and land use). I have also served on 3 ad hoc committees.

ACWA Region 5 Vice-Chair

ACWA Board of Directors

ACWA Committees:

Steering Committee

Water Quality Committee

PFOA/PFAS subcommittee

Water Management Committee

Agriculture Committee

Director of Delta Conveyance Design and Construction Joint Powers Authority

### Leadership in Education

- Women Chemist Committee of the American Chemical Society Northern California Division - Chair
- Coordinator for US National Chemistry Olympiad – American Chemical Society, Northern California Section
- K-12 Alliance Staff Developer
- Las Positas College Academic Senate, Part Time Faculty Representative
- Chabot/ Las Positas Faculty Association Board, Adjunct Faculty Representative
- CTE online curriculum developer ([www.cteonline.org](http://www.cteonline.org))
- Alameda County District Teacher of the Year (2006)
- Lead Teacher for Environmental Research Academy, STEP/ETEC at Lawrence Livermore National Laboratory
- Team Leader in SUPER! (Science Understanding Promotes Environmental Responsibility) at Sandia National Labs, Livermore
- Science Fair Coordinator for Livermore Valley Joint Unified School District, Livermore High School
- Environmental Career Pathway Coordinator, Foothill High School, Pleasanton

- Student Success Committee, Las Positas College: explores methods and programs for assuring the success of students of various cultural, ethnic, educational, and generational backgrounds, addressing the needs presented by different learning styles and multicultural perspectives.
- Mentor for Biomedical Pathway at Dublin High School
- Girl Scout leader
- Reader for California State funded educational grants

### **Outreach:**

- Groundwater Monitoring and Assessment Program (GAMA), Contractor with UC Davis
- Science on Saturday: Teacher Coordinator / Co-Presenter for 4 years
- Edward Teller Science and Technology Symposia Workshop Presenter for three years
- U.S. Forest Service public education outreach for Kokanee Salmon Festival for over 10 years
- "Expanding Your Horizons" and Career Days presentations for high school groups.
- Public Information Presentations for community groups, homeowners associations, American Association of University Women
- Presenter for Science Technology Engineering and Math (STEM) projects for middle school girls

### **Research and Industry**

Lawrence Livermore National Labs: Guest Participant  
 International Immunoassay Labs: Technical Support Scientist  
 UC Berkeley Cancer Research Lab: Post-Doctoral Research Scientist  
 NASA Goddard Space Flight Center: Data Technician contract

### **Teaching in Biological Sciences and Biochemistry**

*Subjects from Environmental Science, Marine Biology, and Botany to Genetics, Evolution, and Cell and Molecular Biology to name just a few, at the following:*

Tri-Valley Regional Occupational Programs  
 Las Positas College  
 Holy Names College  
 Mills College  
 California State University, Hayward  
 University of California Berkeley  
 Saint Mary's College  
 University of Toronto

### **Volunteer**

Docent for Elkhorn Slough National Estuarine Research Reserve  
 Animal Rescue Foundation Therapy Dog Partner  
 Pacific Chamber Orchestra Fundraising

### **Education:**

Ph.D. Cell Biology / Biochemistry	University of Toronto, Dept. of Zoology Toronto, Ontario, M5S-1A1, Canada
B.A. Biology / Political Science	New York University, New York, N Y

**Resolution of the Board of Directors of**  
**In Support of the Nomination of Sarah Palmer**  
**As a Candidate for the position of ACWA Vice President**

WHEREAS, ACWA has announced that a nominating committee has been formed to develop a slate for the Association's statewide position of President and Vice President; and

WHEREAS, the individual who fills an officer position will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in the capacity; and

WHEREAS, Sarah Palmer has served in a leadership role as a member of the Zone 7 Water Agency Board of Directors since 2006, 3 terms as President; and

WHEREAS, Sarah Palmer has served on the Administrative, Finance, Tri-Valley Liaison, and Water Resources Committees of Zone 7 Water Agency; and

WHEREAS, Sarah Palmer serves as the Vice-Chair of ACWA Region 5 Board of Directors and as a Board member of ACWA

WHEREAS, Sarah Palmer serves as a member of the ACWA Agriculture, Water Management, and Water Quality Committees and as a member of the Water Quality Committee PFOS/PFAS subcommittee; and

WHEREAS, Sarah Palmer serves on the ACWA Board Steering Committee; and

WHEREAS, Sarah Palmer has demonstrated outstanding effort and support of local and regional water issues, including public information workshops and presentations; and

WHEREAS, it is the opinion of the Zone 7 Water Agency Board of Directors that Sarah Palmer possesses all the qualities needed to fulfill the duties of the office of ACWA Vice President.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF \_\_\_\_\_ does hereby nominate and support Sarah Palmer as candidate for the office of ACWA Vice President.

PASSED AND ADOPTED by the \_\_\_\_\_ Board of Directors at a regular meeting held on \_\_\_\_\_

AYES:

NOES:

ABSENT:

I \_\_\_\_\_ endorse Sarah Palmer from Zone 7 Water Agency as Vice President of the Association of California Water Agencies for the term starting in 2020. I give my permission to use my name as an endorsement. My personal endorsement does not necessarily reflect the position of my board, agency, or business.

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Signature /Date

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 10-A

Meeting Date: September 16, 2019

Prepared By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-65 to Approve Amendment No. 4 to the Professional Services Agreement with Akel Engineering Group, Inc. for the Master Plans and Capacity Fees Study for Sewer, Water and Recycled Water

Staff Recommendation: Staff recommends that the Board of Directors adopt Resolution No. 2019-65 approving Amendment No. 4 to the Professional Services Agreement with Akel Engineering Group, Inc. to add the total dollar amount of \$48,930 for a not-to-exceed total contract amount of \$617,918 to complete the Master Plans and Capacity Fee Study for Sewer, Water and Recycled Water; and, to authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

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

The District engaged Akel Engineering Group, Inc. in 2016 to prepare the master plans and capacity fee study for sewer, water and recycled water for \$463,715.00. The Board approved three contract amendments increasing the contract to \$569,018. Akel is preparing the final report based on comments received for the Draft Sewer, Water, Recycled Water Master Plans and Capacity Fee Study.

Discussion and Analysis: Attachment No. 1 is the proposed Amendment No. 4. An explanation of the scope changes in Amendment No. 4 is as follows.

Staff level reviews of the master plans and capacity fees led to multiple revisions in the capital improvement projects and cost estimates for each enterprise fund prior to release of the Draft Master Plans and Capacity Fee Study. For example, the groundwater injection barrier project was integrated into the recycled water master plan adding a water supply component. The reviews involved additional meetings and web conferences.

This carried into an evaluation of fee calculation methodologies and multiple revisions and adjustments that went into the Draft Capacity Fee Study. Staff worked with the consultants reviewing capacity fee calculation methodologies leading to the selection of the Hybrid Buy-In + Marginal Future cost methodology.

Additional meetings are proposed to better inform the community about the Master Plans and Capacity Fee Study. Attachment No. 2 is the proposed meeting schedule.

The change order amount requested for the additional work is \$48,930. This represents \$19,067 for Akels master planning efforts and \$29,863 for Bartle Wells capacity fee efforts.



Environmental Review Compliance: California Environmental Quality Act (CEQA) review is part of the individual projects and not part of the Sewer, Water and Recycled Water Master Plans.

Financial Impact:  Yes  No Funding Source/Recap: Sufficient funds are available in the Engineering Consultants budget line.

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2019-65; Attachment No. 1 – Amendment No. 4; and, Attachment No. 2 – Meeting Schedule.

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

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Board Action

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

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

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

September 16, 2019

Resolution No. 2019-65  
Resolution of the Board of Directors  
Marina Coast Water District

Approving Amendment No. 4 to the Professional Services Agreement with Akel Engineering Group, Inc. for Master Plans and Capacity Fees Study for Sewer, Water and Recycled Water

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 16, 2019, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, on November 21, 2016, the Board adopted Resolution No. 2016-66 that approved a Professional Services Agreement with Akel Engineering Group, Inc. for the Master Plans and Capacity Fees Study for Sewer, Water and Recycled Water; and,

WHEREAS, on April 18, 2018, the General Manager approved Amendment No. 1 to the Professional Service Agreement with Akel Engineering Group, Inc. for scope, fee and schedule changes to update 2017 CIP construction costs for the rate study, review fire flow criteria with fire department officials and update the hydraulic model and storage analysis in the amount of \$14,694; and,

WHEREAS, on October 15, 2018, the Board of Directors approved Amendment No. 2 for scope, fee and schedule changes to develop and update existing and future land uses based on comments received and allowable growth projections for the Fort Ord Reuse Authority (FORA) Base Reuse Plan capital improvement program; Equivalent Dwelling Unit Analysis and meetings with the FORA Water and Wastewater Oversight Committee; Update Water and Sewer System Evaluations for recommended improvements in the Capital Improvement Program in the amount of \$52,059; and,

WHEREAS, on April 15, 2019 the Board of Directors approved Amendment No. 3 for scope, fee and schedule changes to review of the draft sewer masterplan for errors discovered in pump station data used for sewer modelling and master planning, that needed to be fixed; and, staff requested an evaluation of a fee structure for a 15-year development capital improvement program (CIP) horizon rather than for full buildout; and,

WHEREAS, staff level reviews of the master plans and capacity fees involving additional meetings and web conferences led to multiple revisions in the capital improvement projects and cost estimates for each enterprise fund prior to release of the Draft Master Plans and Capacity Fee Study; and,

WHEREAS, changes in the master plans led to an evaluation of fee calculation methodologies leading to the selection of the Hybrid Buy-In + Marginal Future cost methodology and multiple revisions and adjustments that went into the Draft Capacity Fee Study; and,

WHEREAS, additional meetings with Stakeholders, FORA WWOC, FORA Board, and MCWD will need to take place for the Master Plans and Capacity Fees; and,

WHEREAS, Akel estimated the total fee for this work as Amendment No. 4 to be \$48,930.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve Amendment No. 4 to the Professional Services Agreement with Akel Engineering Group, Inc. for the scope and fee changes for additional Master Plan and Capacity Fee consulting services in the amount of \$48,930 for a not-to-exceed total contract amount of \$617,918.

BE IT FURTHER RESOLVED, to authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on September 16, 2019 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

\_\_\_\_\_  
Thomas P. Moore, President

ATTEST:

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-65 adopted on September 16, 2019.

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

**Marina Coast Water District  
Water, Sewer, Recycled Water Master Plans  
Budget Update and Out of Scope Requests  
Estimated Fee**

(August 26, 2019)

PRELIMINARY

Description	Costs		
	Bartle Wells	Notes / Status	Total Cost
<b>Completed and Remaining Key Tasks</b>			
Groundwater Injection Barrier Project was integrated into the Recycled Water Master Plan, the CIP was updated, and the Capacity Fees were revised.		Completed	
Support Capacity Fees development with CIP iterations, and various meetings to discuss changes to the Capacity Fee program. This includes varying methodologies and revisions to the CIP based on updated planning estimates from MCWD staff.		Completed	
Update Water, Sewer, and Recycled Water Master Plans to remove discussion on Capacity Fees.		In Progress	
Address comments received as of 8/23/2019 from FORA and MCWD Board.		In Progress	
Attend up to 8 additional meetings total with Stakeholders, FORA WWOC, FORA Board, and MCWD.		Planned	
Provide 17 hard copies of the Master Plans and 33 hard copies of the Capacity Fees.		Planned	
<b>2 AEG Remaining Budget (as of 8/23/2019)</b>			<b>\$42,116</b>
<b>3 AEG Projected Effort to Complete Scope of Work</b>			<b>\$61,183</b>
<b>4 Bartle Wells - Out of Scope and Remaining Effort</b>	<b>\$29,863</b>	Akel is waiving the 10% cost for this task	<b>\$29,863</b>
<b>5 TOTAL NEW CHANGE ORDER REQUEST</b>			<b>\$48,930</b>

Marina Coast Water District  
Water, Sewer, and Recycled Water Master Plans and Capacity Fees  
(Includes Marina & Ord Community)  
8/7/2019

<u>DATE</u>	<u>RP</u>	<u>M</u> <u>C</u> <u>W</u> <u>D</u>	<u>W</u> <u>W</u> <u>O</u> <u>C</u>	<u>F</u> <u>O</u> <u>R</u> <u>A</u>	<u>DESCRIPTION</u>	<u>Master Plans Report Sets*</u>	<u>Capacity Fees Report*</u>
06/25/2019	GM, DE, DAS, Akel & BW	X			MCWD Board Workshop - Distribute & Present Draft Masterplan and Fee Study. (Cont'd for Board Comments)	10	1
07/11/2019	GM, DE, DAS, Akel & BW		X		Distribute & Present Ord Community Draft Masterplan and Fee Study to WWOC. (No quorum)	1	1
07/15/2019	GM, DE, DAS	X			MCWD Board Workshop - Received Board Comments and allowed 3 weeks for any additional comments in writing.	-	-
09/05/2019	GM, DE, DAS, Akel & BW	X			Meeting w/ Stakeholders (Developers) on Masterplan and Capacity Fees	1	1
09/19/2019	GM, DE, DAS, Akel & BW		X		Q&A with WWOC on 2018-2019 Ord Community Draft Masterplan, provide update from MCWD Workshop, and recommendation to FORA Board. PUBLIC MEETING	-	-
10/10/2019	GM, DE, DAS, Akel & BW	X			Possible 2 <sup>nd</sup> meeting w/ Stakeholders (Developers) on Masterplan and Capacity Fees	-	-
10/24/2019	GM, DE, DAS, Akel & BW		X		Possible 2 <sup>nd</sup> meeting for WWOC Ord Community Capacity Fee recommendation to FORA Board. PUBLIC MEETING	-	-
11/8/2019	DE/GM, DAS, Akel, BW & FORA Staff			X	FORA Board first vote to approve Ord Community Capacity Fees based on the Masterplans. PUBLIC MEETING	1 Includes appendices	1
11/18/2019	GM, DE, DAS, Akel & BW	X			MCWD Board approves Masterplan and sets Public Hearing to adopt Capacity Fees. PUBLIC MEETING	15 Includes appendices	15
12/13/2019	DE/GM, DAS, Akel, BW & FORA Staff			X	FORA Board second vote to approve Ord Community Capacity Fees. PUBLIC MEETING	-	1
12/16/2019	GM, DE, DAS, Akel & BW	X			MCWD Board adopts Capacity Fees. PUBLIC MEETING	-	15

GM= General Manager; DE= District Engineer, DAS= Director of Administrative Services, BW= Bartle Wells

\* Provide electronic versions 1 week prior to Board Meeting for inclusion in Agenda Packet

Time/Location

WWOC – 10:00 a.m. / FORA Building, 920 2<sup>nd</sup> Ave., Suite A, Marina CA 93933

FORA Board – 2:00 p.m. / Carpenters Hall, 910 Second Avenue, Marina, CA 93933

MCWD Board – 7:00 p.m. / City of Marina Council Chambers, 211 Hillcrest Avenue, Marina, CA 93933

MCWD Stakeholders – 10:00 a.m. / Marina Cost Water District, 11 Reservation Rd., Marina, CA 93933

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 10-B

Meeting Date: September 16, 2019

Prepared By: Don Wilcox

Approved By: Keith Van Der Maaten

Reviewed By: Michael Wegley

Agenda Title: Consider Adoption of Resolution Nos. 2019-66, 2019-67, and 2019-68 to: Award a Construction Management Professional Services Agreement to Harris and Associates; Amend an Engineering Professional Services Agreement with Carollo Engineers; and Amend an Environmental Professional Services Agreement with Denise Duffy & Associates; all three toward the Construction phase of the Regional Urban Water Augmentation Project Distribution Pipelines Phase

Staff Recommendation: Staff recommends that the Board of Directors adopt the following resolutions to provide the necessary support services during the construction phase of the Regional Urban Water Augmentation Project (RUWAP) Distribution Pipelines Phase:

1. Resolution No. 2019-66 to Award a Construction Management Professional Services Agreement to Harris and Associates in the total dollar amount not-to-exceed \$1,137,823.50; and,
2. Resolution No. 2019-67 to Amend an Engineering Professional Services Agreement with Carollo Engineers to add \$341,606 to the total dollar amount of the agreement for a revised not-to-exceed amount of \$2,261,678; and,
3. Resolution No. 2019-68 to Amend an Environmental Professional Services Agreement with Denise Duffy & Associates to add \$142,547 to the total dollar amount of the agreement for a revised not-to-exceed amount of \$519,426; and,
4. Authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to these resolutions.

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

On July 17, 2017, the District Board of Directors awarded a Construction Contract to Mountain Cascade, Inc. for Phase I of the Regional Urban Water Augmentation Project (RUWAP) – Construction of the Recycled Water Transmission Pipeline and Blackhorse Recycled Water Reservoir. That project was substantially complete on January 31, 2019. A map of the overall recycled water system with the transmission pipeline project depicted in blue is included as Attachment 1.

The next phase of the RUWAP is to construct recycled water distribution pipelines to take water from the RUWAP transmission main to various recycled water irrigation systems already constructed within the District. A map of this project's distribution pipelines is included as Attachment 2. Design is anticipated to be 100% complete by September 23, 2019 followed by advertising for construction bids in October and a recommendation for Board award of a construction contract at the November 2019 Board meeting.

Discussion and Analysis: Numerous resources are required for successful completion of a project the size and complexity of the RUWAP Distribution Pipelines project, requiring outside professional consulting services for construction management, engineering during construction and environmental work. Staff recommends utilization of the following three outside resources for successful completion of this project:

Construction Management - As with the first phase of construction of the transmission main and reservoir, this phase of construction of the distribution mains will require the services of a qualified construction management firm to provide the skilled technical and professional personnel necessary to perform construction management, administration and inspection services to:

- Ensure successful execution of the District's Recycled Water Distribution Piping Project Contract Documents General, Technical and Special Specifications and Conditions
- Meet all requirements associated with the MCWD and CA State Water Resources Control Board (SWRCB) Construction Installment Sale Agreement and Grant, including progress reports and other submittal requirements and requests
- Maintain compliance with the Pipeline Reimbursement Agreement with the Fort Ord Reuse Authority (FORA)
- Keep the project on schedule, especially construction in areas around schools that must be performed while school is out for the summer
- Ensure compliance with Encroachment Permit Conditions issued by various agencies

The District also has the need for two small potable water line projects immediately adjacent to areas where new recycled water lines will be constructed under this project: 1) MW-0111 - construction of 2750-feet of new 12-inch parallel PVC potable water pipeline in Beach Road from De Forest Road to Del Monte Blvd to improve reliability for existing fire flow deficiencies in central Marina; and 2) MW-0302 - construction of 450-feet of new 12-inch PVC potable water pipeline from Reservoir 2 to Crescent Avenue to improve the reliability for existing fire flow deficiencies in central Marina. For efficiency, expediency, cost savings and the overall best interest of the District, these potable lines are currently under design and will be constructed and inspected along with the RUWAP Recycled Water Distribution Project. However, all costs associated with design, construction and inspection for these two potable water lines will be funded from the Marina Water Cost Center, whereas all of the recycled water distribution piping project costs are funded from the recycled Water Cost Center.

The scope of construction management services for Harris and Associates involves schedule review and management planning, inspection observation and documentation, document control and construction administration such as processing requests for information, field instructions, progress payments, change orders and labor compliance. Harris's services will also include outreach support and website information to keep the public informed on the project. Harris will subcontract geotechnical and material testing services through Pacific Crest Engineering out of Watsonville.

Staff advertised a Request for Proposals (RFP) on the District's website and invited proposals from nine construction management firms for Construction Management (CM) of the District's RUWAP Phase II project. This project is expected to be under contract for construction this winter with a notice to proceed in December 2019 and actual construction beginning after the holidays. Several firms declined based on lack of available resources and some firms did not respond resulting in two firms providing satisfactory proposals. A proposal review and interview panel

was convened that determined the firm with the superior proposal and interview was Harris and Associates (Harris). Harris is a local firm with an office in Salinas that has provided the District with CM services under various contracts since 2002 including a current on-call contract. Harris has strong similar project experience with the District as well as with some of our adjacent agencies and has performed well for the District in the past. Staff is recommending that the Board adopt a resolution awarding a Construction Management Professional Services Agreement to Harris and Associates in the total dollar amount not-to-exceed \$1,137,823.50.

Engineering during construction - Staff from Carollo Engineers have provided engineering services throughout planning and design for both phases of the RUWAP and have provided excellent support since the projects' beginnings. The scope of work for engineering during construction for Carollo includes acting as Engineer of Record for the project, preparing conformed specifications and drawings from the design and bidding process, review of contractor submittals, responding to requests for information, attending key construction meetings, reviewing change orders, construction site visits and providing design modifications and clarifications as necessary to assure construction meets the intent of engineering design. Carollo will also produce Record Drawings at the conclusion of all construction. Staff is recommending that the Board adopt a resolution awarding Engineering Professional Services Agreement Amendment #5 to Carollo Engineers in the total dollar amount not-to-exceed \$341,606.

Environmental compliance - Staff from Denise Duffy & Associates have provided environmental services throughout the planning and design of both phases of the RUWAP and have provided excellent support since the projects beginning. The scope of work for environmental compliance for Denise Duffy & Associates includes mitigation monitoring and reporting, pre-construction biological surveys to update prior planning surveys, contractor education and training and any changes in permitting conditions. The construction phase will require a biologist to monitor on-going construction activities to ensure implementation of mitigation measures and best management practices, especially near sensitive habitats. Compliance documentation will be generated, maintained and communicated to keep the project team updated with compliance requirements, action items and responsibilities. Staff is recommending that the Board adopt a resolution awarding Environmental Professional Services Agreement Amendment #7 to Denise Duffy and Associates in the total dollar amount not-to-exceed \$142,547.

With staff from both consultants' deep understanding of the project during planning and design, changing consultants at this time would be detrimental to RUWAP. Consultant services during construction were considered as part of the original consultant selection process, however, the District did not include the construction services phase in the original consultant contract awards opting to wait until closer to the construction phase. Therefore, staff is recommending that the Board adopt resolutions to amend Carollo Engineers and Denise Duffy's Professional Service Agreements.

The scope of services and cost proposals for all three firms for the RUWAP Distribution Pipelines Project are included as Attachment 3.

Environmental Review Compliance: The MCWD Environmental Impact Report establishing Mitigation Monitoring and Environmental Compliance for the RUWAP meets both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements.



Financial Impact:  X  Yes   No Funding Source/Recap: Funding for this project comes from the FORA contribution to RUWAP and the Water Resources Control Board State Revolving Fund loan proceeds. However, the two potable water lines will be funded from the Marina Water Cost Center.

Other Considerations: Approve all, none, one or two of three contracts/amendment resolutions, and authorize the General Manager accordingly to give effort to the approved resolutions and provide staff direction on any remaining unapproved resolutions.

Material Included for Information/Consideration: Resolution Nos. 2019-66, 2019-67, and 2019-68; Attachment 1 – RUWAP Transmission Pipeline; Attachment 2 – RUWAP Distribution Pipelines; Attachment 3 - Proposals and Fee Estimates from Harris and Associates, Carollo Engineering and Denise Duffy & Associates; and, Attachment 4 – RUWAP Distribution Mains Schedule.

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

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Board Action

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

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

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

September 16, 2019

Resolution No. 2019-66  
Resolution of the Board of Directors  
Marina Coast Water District  
Awarding a Professional Services Agreement with  
Harris and Associates, Inc. for Construction Management of the  
Regional Urban Water Augmentation Project Recycled Water Distribution Pipeline

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 16, 2019, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, on July 17, 2017, the District Board of Directors awarded a construction contract for the Regional Urban Water Augmentation Project (RUWAP) Recycled Water Transmission Pipeline and Blackhorse Recycled Water Reservoir which was substantially complete as of January 31, 2019; and,

WHEREAS, the District has planned for the RUWAP Recycled Water Distribution Pipeline Project to take water from the RUWAP transmission main to various recycled water irrigation systems already constructed within the District; and,

WHEREAS, on March 28, 2018, the District Board of Directors awarded a Professional Services Agreement Amendment to Carollo Engineers to prepare final design plans, specifications and estimates (PS&E) for the RUWAP Recycled Water Distribution Pipeline Project with design now nearly complete and ready to advertise for construction bids; and,

WHEREAS, this project will require the services of a qualified construction management firm to provide the skilled technical and professional personnel necessary to perform construction management, administration and inspection services, which needs to be under contract prior to the construction pre-bid conference; and,

WHEREAS, staff publicly advertised a Request for Proposals (RFP) on the District’s website and invited proposals from nine construction management firms for Construction Management (CM) of the District’s RUWAP Phase II project, resulting in two firms providing satisfactory proposals; and,

WHEREAS, an interview panel was convened that determined the firm with the superior proposal and interview was Harris and Associates.

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

1. Hereby reaffirms and authorizes work on recycled water and recycled water projects; and,
2. Award a Professional Services Agreement, to Harris and Associates for the RUWAP Recycled Water Distribution Pipeline for the total not-to-exceed dollar amount of \$1,137,823.50; and,

3. Authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effort to this resolution; and,
4. All actions heretofore taken by the officers, employees and agents of the District in connection with the matters authorized by this resolution are hereby ratified, approved and confirmed.

PASSED AND ADOPTED on September 16, 2019, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

\_\_\_\_\_  
Thomas P. Moore, President

ATTEST:

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-66 adopted September 16, 2019.

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

September 16, 2019

Resolution No. 2019-67  
Resolution of the Board of Directors  
Marina Coast Water District

Approving Amendment No. 5 to the Professional Services Agreement with  
Carollo Engineers for Engineering Services During Construction of the Regional Urban Water  
Augmentation Project Recycled Water Distribution Pipeline

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 16, 2019, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, on July 17, 2017, the District Board of Directors awarded a construction contract for the Regional Urban Water Augmentation Project (RUWAP) Recycled Water Transmission Pipeline and Blackhorse Recycled Water Reservoir which was substantially complete as of January 31, 2019; and,

WHEREAS, the District has planned for the RUWAP Recycled Water Distribution Pipeline Project to take water from the RUWAP transmission main to various recycled water irrigation systems already constructed within the District; and,

WHEREAS, on March 28, 2018, the District Board of Directors awarded a Professional Services Agreement Amendment to Carollo Engineers to prepare final design plans, specifications and estimates (PS&E) for the RUWAP Recycled Water Distribution Pipeline Project with design now nearly complete and ready to advertise for construction bids; and,

WHEREAS, this project will require the services of a professional engineer to prepare conformed specifications and drawings from the design and bidding process, review contractor submittals, respond to requests for information, attend key construction meetings, review change orders, conduct construction site visits and provide design modifications and clarifications to assure construction meets the intent of engineering design; and,

WHEREAS, Carollo Engineers has submitted a scope and fee estimate proposal for the total not-to-exceed dollar amount of \$341,606 for engineering services during construction, and staff agrees that the proposal is reasonable; and,

WHEREAS, staff recommends this work be completed under Amendment #5 bringing the revised total not-to-exceed dollar amount to \$2,261,678 for the Professional Services Agreement between the Marina Coast Water District and Carollo Engineers for On-Call Services for the Regional Urban Water Augmentation Project (RUWAP) dated May 14, 2009.

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

1. Hereby reaffirms and authorizes work on recycled water and recycled water projects; and,

2. Approves Amendment No. 5, to the Professional Services Agreement with Carollo Engineers, P.C., for engineering services during construction of the RUWAP Recycled Water Pipeline and Blackhorse Recycled Water Reservoir, for the total dollar amount not-to-exceed \$341,606; and,
3. Authorizes the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution; and,
4. All actions heretofore taken by the officers, employees and agents of the District in connection with the matters authorized by this resolution are hereby ratified, approved and confirmed.

PASSED AND ADOPTED on September 16, 2019, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

\_\_\_\_\_  
Thomas P. Moore, President

ATTEST:

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-67 Adopted September 16, 2019.

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

September 16, 2019

Resolution No. 2019-68  
Resolution of the Board of Directors  
Marina Coast Water District

Approving Amendment No. 7 to the Professional Services Agreement with  
Denise Duffy & Associates for Environmental Compliance  
Mitigation Monitoring and Reporting Program  
for the Regional Urban Water Augmentation Project  
Recycled Water Pipeline and Blackhorse Recycled Water Reservoir

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 16, 2019, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, on July 17, 2017, the District Board of Directors awarded a construction contract for the Regional Urban Water Augmentation Project (RUWAP) Recycled Water Transmission Pipeline and Blackhorse Recycled Water Reservoir which was substantially complete as of January 31, 2019; and,

WHEREAS, the District has planned for the RUWAP Recycled Water Distribution Pipeline Project to take water from the RUWAP transmission main to various recycled water irrigation systems already constructed within the District; and,

WHEREAS, this project will require the services of an environmental consultant for environmental compliance and mitigation monitoring services for the Project; and,

WHEREAS, on September 11, 2012, the District approved Resolution No. 2012-56 authorizing a Professional Services Agreement with Denise Duffy and Associates for On-Call Environmental Services; and,

WHEREAS, Denise Duffy & Associates has submitted a scope and cost estimate proposal for the total not-to-exceed dollar amount of \$142,547 for environmental compliance and mitigation monitoring services, and staff agrees that the proposal is reasonable.

WHEREAS, staff recommends this work be completed under Amendment #7 bringing the revised total not-to-exceed dollar amount to \$519,426 for the Professional Services Agreement between the Marina Coast Water District and Denise Duffy & Associates for On-Call Services for the Regional Urban Water Augmentation Project (RUWAP) dated September 11, 2012.

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

1. Hereby reaffirms and authorizes work on recycled water and recycled water projects; and,
2. Approves Amendment No. 7, to the Professional Services Agreement with Denise Duffy & Associates for the Mitigation Monitoring and Reporting Program for

Environmental Compliance of the RUWAP Recycled Water Pipeline and Blackhorse Recycled Water Reservoir, the total dollar amount not-to-exceed \$142,547; and,

3. Authorizes the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.
4. All actions heretofore taken by the officers, employees and agents of the District in connection with the matters authorized by this resolution are hereby ratified, approved and confirmed.

PASSED AND ADOPTED on September 16, 2019, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

\_\_\_\_\_  
Thomas P. Moore, President

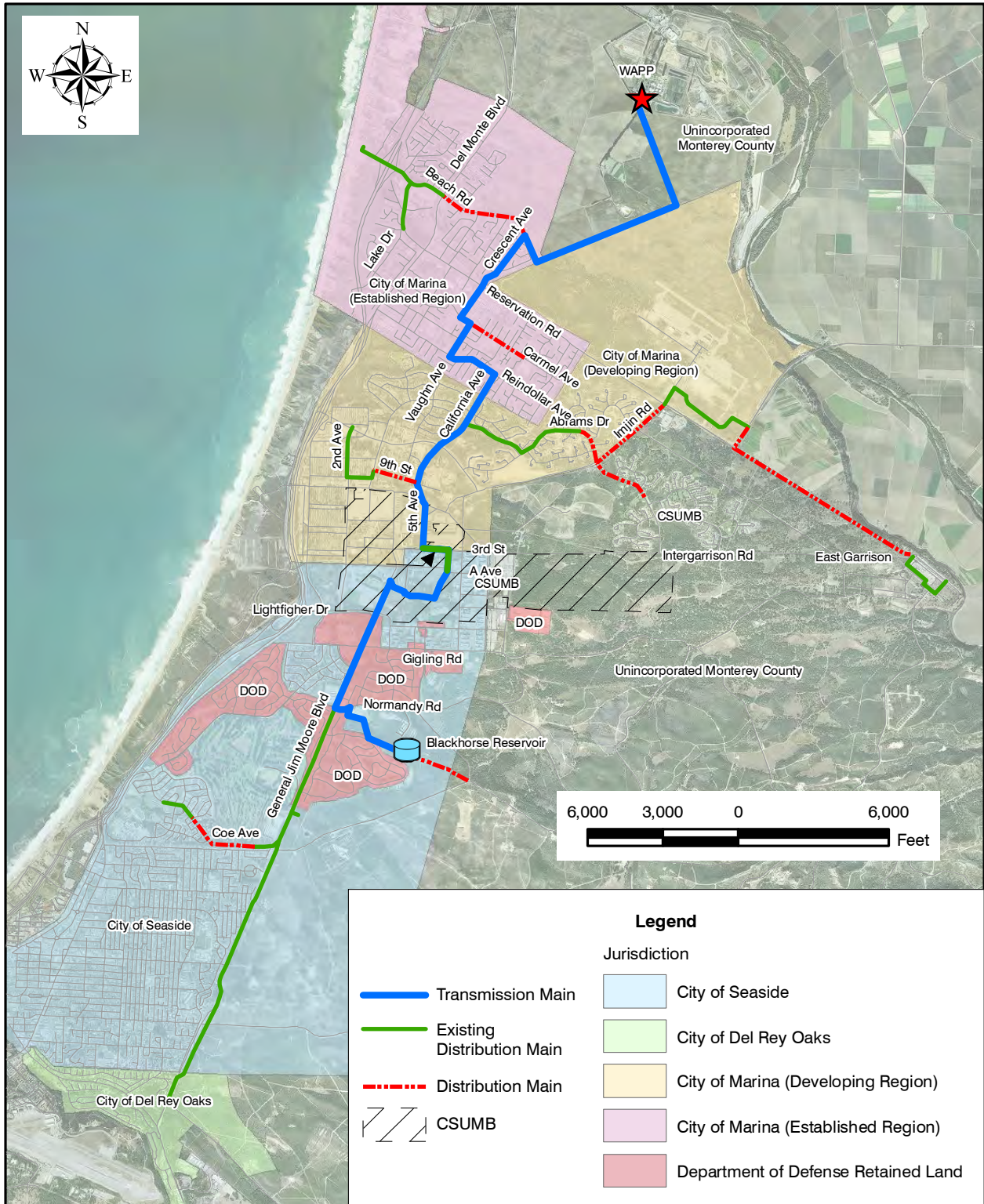
ATTEST:

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-68 adopted September 16, 2019.

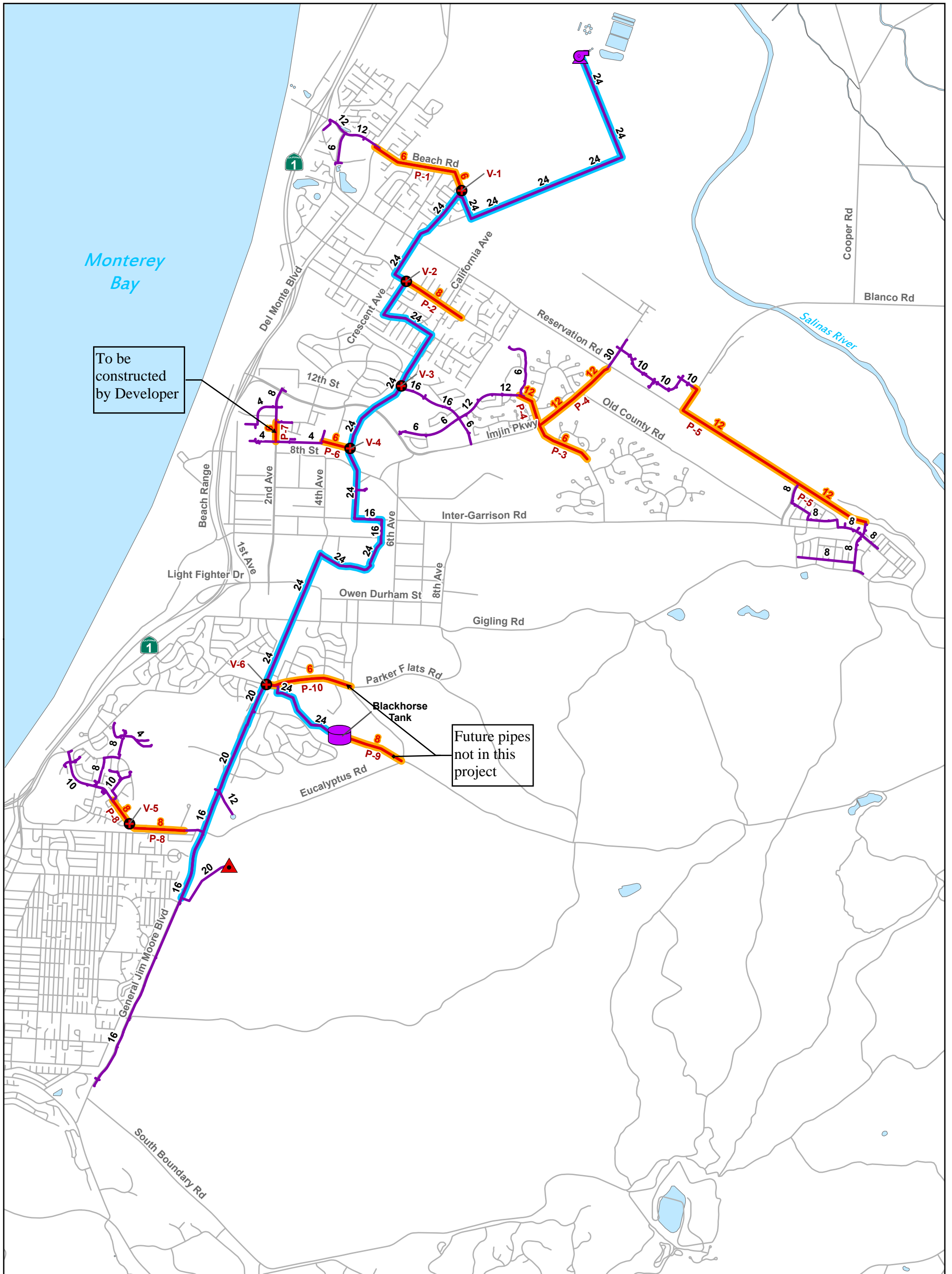
\_\_\_\_\_  
Keith Van Der Maaten, Secretary



**Figure 1**  
**RECYCLED WATER PROJECT ALIGNMENT**  
**MARINA COAST WATER DISTRICT**







**Legend**

- |                                       |                            |                                |                |
|---------------------------------------|----------------------------|--------------------------------|----------------|
| Planned Groundwater Recharge Location | <b>Future Improvements</b> | <b>Existing Modeled System</b> | Streets        |
| Valves                                | Distribution Pipelines     | Tank                           | Rivers/Streams |
| Included in this project unless noted | Pipes                      | AWTF Pump Station              | Waterbodies    |
| Existing                              | PWM Transmission Main      |                                |                |

**PRELIMINARY**

**Figure 7.1**  
**Future Recycled Water System**  
 Recycled Water Master Plan  
 Marina Coast Water District



**CONSTRUCTION MANAGEMENT SERVICES FOR  
THE REGIONAL URBAN WATER AUGMENTATION PROJECT  
RECYCLED WATER DISTRIBUTION MAINS PHASE  
TECHNICAL PROPOSAL**



**MARINA COAST WATER DISTRICT**

*July 29, 2019*



**Harris & Associates.**



July 29, 2019

**Michael Wegley, PE**  
District Engineer  
Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933

## **Construction Management Services for The Regional Urban Water Augmentation Project – Recycled Water Distribution Mains Phase**

Dear Mr. Wegley and Members of the Evaluation Committee:

For 17 years, Harris & Associates (Harris) has provided professional services on numerous projects to Marina Coast Water District (District or MCWD), always with a positive outcome. Our services on the Regional Urban Water Augmentation Project – Recycled Water Distribution Mains Phase project will be no different. When you partner with Harris, you will receive the following benefits:

**Intimate Knowledge of the District’s Procedures.** Harris’ relationship with the District dates back to 2002 with the construction management (CM) of the Fort Ord improvements. Since then, we have provided CM and inspection for water distribution systems, sewer mains, manholes, and laterals throughout the Monterey Peninsula, including our current assignments for the District on the Dunes at Monterey Bay and East Garrison developments and the California State University Monterey Bay (CSUMB) Student Union.

**Local Team with Specialized Experience.** The Harris difference is truly reflected in the staff assigned to your project. Construction Manager **Dana Van Horn, PE, QSD** brings strong working relationships with District staff and municipal agencies in your service area. Dana understands that proactive communication will be very important to your project’s success. She will maintain constant communication with project stakeholders and oversee our impeccable project documentation to meet your Clean Water State Revolving Loan Fund (SRF) requirements.

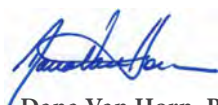
Construction Inspector **Patrick Imperatrice** has over 30 years of CM and inspection experience on underground utilities. His current assignment on District projects means he is very familiar with District standards, operations, and protocols. **Brian Schrepfer** brings extensive underground utility construction experience and is a resident of Marina. He will assist Patrick in covering the contractor’s field operations. Their collaboration and experience will allow us to provide excellent inspection coverage for multiple pipeline construction locations and whatever the operations may be.

**Collaborative Approach.** With the nature of pipelines and their alignment, it is essential that your CM team is proactive about communicating and “putting out fires.” We thrive on coordinating and communicating with project stakeholders so that everyone is on the same page. Harris will work closely with your team of engineers, offering our input and concerns, detailed project records, and management insight on your projects.

We acknowledge receipt of Addenda Nos. 1 and 2, issued July 11, 2019, and July 17, 2019, respectively.

We are excited for the opportunity to continue our partnership with the District on this critical project.

Sincerely,  
**Harris & Associates, Inc.**



**Dana Van Horn, PE**  
Construction Manager  
831.419.7234  
Dana.VanHorn@WeAreHarris.com



**Glenn Suitor, PE**  
Division President, PM/CM  
916.296.4620  
Glenn.Suitor@WeAreHarris.com





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## Understanding of the Work

This project is one phase of the District’s overall Regional Urban Water Augmentation Project. This project phase will primarily involve the installation of several reaches of Recycled Water Distribution Mains within the former Fort Ord cantonment area. The work itself will include:

- Installation of approximately 24,000 linear feet of 8-12 inch class C900 polyvinyl chloride (PVC) recycled water pipeline (including over 400 feet of jack and bore)
- Installation of two domestic water pipelines (installed parallel to the recycled pipeline)
- Connections to existing pipelines
- Pipeline valves and appurtenances
- Construction of pressure reducing valve vaults
- Roadway rehabilitation (slurry seal and grind and overlay)

### KEY ELEMENTS

**Stakeholder Coordination and Public Outreach.** The alignment of the pipelines will coincide with and/or cross existing roadways; this will have impacts to local communities and the traveling public. One of our first orders of work will be to establish an outreach plan that will include how best to communicate with the **multiple project stakeholders** (City of Seaside, City of Marina, County of Monterey and CSUMB), local services (Monterey-Salinas Transit [MST]), communities, and the traveling public. Forethought, coordination, and advanced communications with regard to construction impacts to motorists and the adjacent communities will go a long way toward reducing complaints. The Harris team proposed for this project has extensive experience dealing with community outreach; we have successfully demonstrated our abilities on multiple projects in the Marina area.

**Trenchless Construction.** The **jack and bore** portion of the work will require special attention. The contractor will be required to submit a work plan for approval. The plan will provide details of the operation including jacking/receiving pit locations, excavation method(s), spoils disposal, jacking frame/thrust block details, materials settlement monitoring, and utilities protection measures.

Harris’ approach is built upon a thorough review of the plans and specifications to save you time and money before construction begins, “partnered” relationships with stakeholders that build trust, closely monitored scheduling, audit-ready project documentation, promotion of a “safety first” work culture, and proactive cost management.



*“The overall appraisal [from FHWA and Caltrans auditors] was that the City did good, and our preconstruction documentation was excellent. They also said that Harris had done a great service for the City in managing and properly documenting the project.”*

—Brian McMinn, Former Principal Engineer,  
City of Monterey  
Regarding the Audit of Del Monte/  
Figueroa Signal Improvements and  
2009/10 Street Reconstruction Projects

**Utility Coordination.** We will look carefully at the project plans to determine if there are any obvious utility conflicts that would require utility relocations; our brief review of the 90% plans does not indicate conflicts. If relocations are necessary, we would need to begin coordination with the utility company immediately to avoid schedule impacts. Patrick and Brian will carefully monitor the contractor’s findings from potholing activities and compare actual utility locations with the design layout to identify any **potential utility conflicts** with the planned pipeline layout. The parallel installation of recycled and domestic water pipelines requires minimum separation distance of 10 feet and recycled lines must be a minimum of one foot below the domestic lines unless sleeved. Underground construction is not always as it is shown on the plans; it requires attention to field conditions and good coordination with the project team when conflicts arise.

**Connections to Existing Facilities.** The 90% plans and specifications provided show that the new recycled pipelines will be connected to existing pipelines. We know from our work on other District projects that the “end user” termini are currently jumped from domestic pipelines through a backflow preventer; **connections** may not be permitted unless a blind plate is used and provisions made to remove plates in the future. Another option would be to install an end cap with a temporary blow-off, make the connection, and perform the shutdown cross connection test in the future.

**Funding Requirements.** This project is partially funded by the **Clean Water State Revolving Loan Fund** (SRF). There are very specific requirements in the District’s agreement regarding construction, record keeping and reporting that must be adhered to in order to receive the full amount of funding. Our team has recently dealt with these requirements on our Citywide Sewer Rehabilitation Program for the City of Monterey where we assisted the City with quarterly reporting on project progress, issues, and environmental compliance, as well as closeout documentation.

## Approach

### SAFETY

Harris promotes a “safety first” mindset on all projects. We have identified three specific areas of primary concern:

1. The pipeline installations will be almost entirely “cut and cover” trench construction. Given the sandy soil conditions in the area, the work will require shoring plates and jacks and/or shoring boxes to stabilize trenches for worker safety
2. The construction of the valve vaults and jack and bore operations will involve confined space entry protocols.
3. The pipeline alignments are along existing roadways, which will limit work areas and require specific traffic control measures for worker and motorist safety.

Although it is the contractor’s sole responsibility for jobsite safety, Construction Manager Dana Van Horn and Inspectors Patrick Imperatrice and Brian Schrepfer are all trained in construction safety measures. They know the requirements for trench benching and shoring, protocols for confined space entry, and the Manual of Uniform Traffic Control Measures (MUTCD). We will monitor the contractor’s work activities for safe practices and the proper implementation of appropriate safety measures to provide safe work zones for workers, as well as safe passage for vehicles, cyclists, and pedestrians. Patrick will take the lead in communicating with the contractor regarding any unsafe conditions and follow up on any corrective measures required; any unsafe condition that is not addressed will be elevated to management immediately.



Your safety is our safety: Weekly meetings are held to discuss safety and access throughout construction. Safety is highly important at Harris.

## ESTABLISH “PARTNERED” RELATIONSHIPS WITH STAKEHOLDERS

Harris is committed to establishing a “partnering” style relationship with project stakeholders including the District, the contractor, the cities of Marina and Seaside, the County, CSUMB, the designer, and the local communities. Our intent is to look for win-win solutions that will minimize impacts to commuters and nearby residents and provide access to impacted businesses while maintaining safe and efficient construction operations.

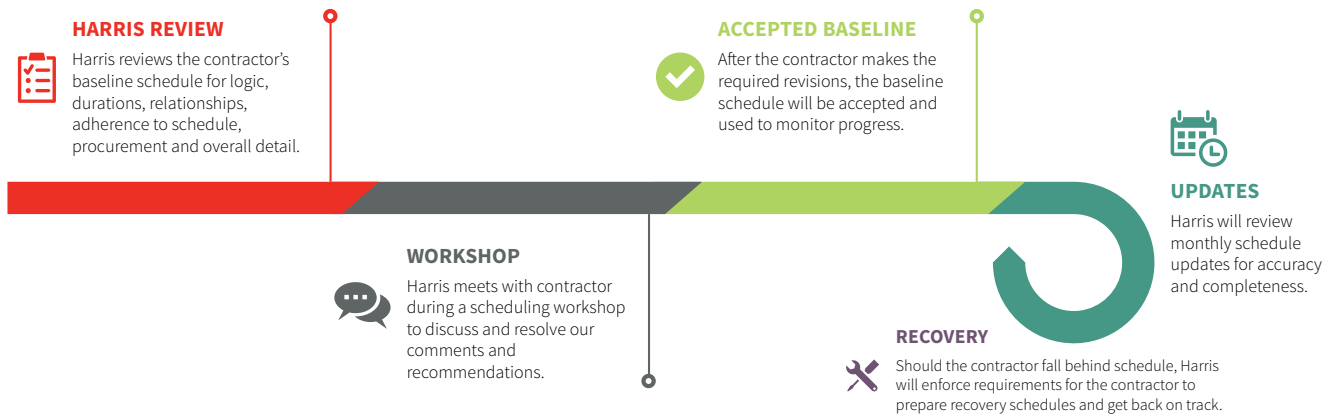
## SCHEDULE MANAGEMENT

A solid baseline schedule and proactive planning with the contractor will help minimize the construction duration. The contractor will be required to submit a baseline schedule, which will be reviewed by Dana and Scheduler Albert Mata for contract compliance and logic prior to approval. Each month the contractor will be required to submit a monthly schedule update with his pay request; Dana and Albert will review the update to confirm it accurately reflects the contractor’s actual progress. The schedule submittals are important because it forces the contractor to plan the work and accurately show the project progress. Schedule review is a tool that we use to identify/verify any potential delays as early as possible.

Early identification of delays/conflicts gives the project team an opportunity to proactively revise the work plan to recover the schedule and maintain project completion dates to meet the timely use of funds restrictions.

One way that we avoid schedule impacts is the continuous tracking of reviews and issues. We will utilize a project database (Newforma) that allows us to monitor the status of submittal reviews, RFI responses, and issue resolution; timely reviews and issue resolution are key to maintaining the project schedule. Some suggestions to minimize schedule impacts include:

- Perform potholing in advance of the project. This could identify potential conflicts ahead of construction.
- Pre-bid conference with perspective bidders two weeks before bid opening in order to answer questions and identify potential issues.



Schedule review is a tool that we use to identify/verify any potential delays as early as possible to proactively revise the work plan to recover the schedule and maintain project completion dates.

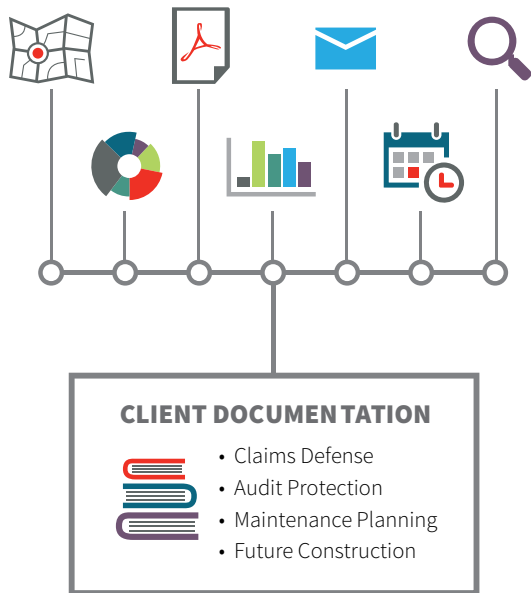
## COST MANAGEMENT

We recognize the District has budget constraints and a responsibility to manage funds wisely. Dana will stay abreast of all cost-related issues and keep the District's Project Manager up to date on all active and potential cost impacts. The most important tools in cost management are early identification and prompt resolution of issues.

Early identification of issues begins with the assignment of seasoned staff to review the project documents before construction even begins. Patrick will begin reviewing the project documents prior to the contractor's NTP focusing on any potential conflicts. Throughout the construction phase, Patrick will be the lead inspector and will be assisted by Brian. They will monitor the contractor's operations and progress with an eye toward identifying any potential conflicts that may arise. Proactive identification and resolution of conflicts will help us mitigate issues before they can significantly impact quality, cost, or schedule.

Changes on construction projects are inevitable; being prepared to deal with them is invaluable. When the contractor submits a request for a change/additional compensation Dana's first action will be to review the request and determine if it has merit; if the request is already part of the contract work, the request will be denied.

If there is merit to the request, we will promptly perform an independent cost analysis, make a recommendation to the District's Project Manager and negotiate a contract change order as appropriate. We are committed to the timely resolution of change requests; it is key to preventing delays in work, containing costs, and maintaining good project team relationships.



## DOCUMENT MANAGEMENT

Carol Johnson will be leading our document control effort. All project records will be entered into a database (Newforma) that will be the repository for all project documents. A major benefit to using a database is that it allows remote access to authorized users. This provides a gateway for the contractor to make submittals in the system and then alerts reviewers that a review is pending; this avoids having to send multiple emails and provides a way to track review status as well as a means for users to monitor project documentation remotely. The database also produces tracking logs that we use in our progress meetings to keep the review process moving smoothly; timely reviews of submittals and RFIs translate to staying on schedule. In addition to electronic records, Carol will maintain hard copy records of all project documents; at project completion, hard copy documents will be turned over in boxes with indexed contents.

## LABOR COMPLIANCE

This project is a prevailing wage job. The prime contractor (and their subcontractors) will be required to submit hard-copy, signed certified payrolls attesting to the payment of prevailing wages; the contractor must also electronically submit certifications to the Department of Industrial Relations (DIR). Carol Johnson is currently providing labor compliance tracking and verification on our North Fremont Improvement project for the City of Monterey. She will track receipt of payrolls, verify electronic reporting, and perform a spot-check of wage rates. Additionally, our inspectors are trained to conduct contractor employee interviews periodically.

## INSPECTION

Patrick and Brian will monitor the contractor's operations on a daily basis. They will document the contractor's progress, activities, equipment, and personnel in a Daily Report; progress photos, quantities, issues, and issue resolution will also be included. As experienced professionals in pipeline construction, our inspectors are much more than observers. We consider the contractor's plan and current activities and use our experience to anticipate potential conflicts and issues before they can impact schedule, cost, or quality.

In addition to monitoring progress and quality, job site safety is a major focus. As noted earlier, Patrick and Brian know the requirements for a safe work site. They will carefully monitor the contractor's operations and compliance with all OSHA and MUTCD requirements.

## QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

It is always important to differentiate between quality control and quality assurance. The contractor will submit a QC plan that we will review and approve; this plan will outline the procedures that the contractor will follow so that the work performed and materials incorporated in the work meet the contract requirements.

Quality assurance is a construction management responsibility. Our inspection staff and our materials testing firm, Pacific Crest Engineering, are well acquainted with all of the test methods, protocols, and frequencies that will be required for materials testing. In addition, Brian has a number of special inspection certifications; he can easily identify unacceptable work when he sees it. Many of the materials used on this project may be accepted based on certificates of compliance (e.g., pipes and fittings). In addition, if there is a need for special inspections, our team is prepared to provide any special inspections that may be required (e.g., welding).

Contract documents require iron and steel materials incorporated in the work to be manufactured in the United States. **We will require that the contractor provide the required documentation for all iron and steel materials prior to their incorporation in the work.**

We take a proactive approach to quality assurance materials testing coordination and scheduling. We look at trends in materials testing for potential problems and make recommendations for corrective actions before it impacts the quality of work. All testing will be logged so as to clearly show a corresponding passing test for any testing failure.

## PUBLIC OUTREACH

On previous projects in the area we have assisted with outreach activities. During the preconstruction phase, we will work with the District to identify contacts and protocols to keep stakeholders and locals informed. Our efforts on other projects have included:

- Preparing materials for/attendance at:
  - Council/Board meetings
  - Stakeholder meetings (e.g., cities, County, CSUMB)
  - Local services group meetings (e.g., first responders, school districts, MST, local agencies)
  - Business forums (e.g., Chamber of Commerce/business associations)
  - Community and special interest group meetings (e.g., neighborhood groups, cyclists, schools)
- Providing staff with updates for the websites
- Providing regional agencies (e.g., the County) with updates and construction alerts
- Preparing materials for release to local and social media



With our extensive experience in inspection for public works projects, we understand the importance of thorough and well documented inspections. Our CM will audit our Inspectors' daily reports to verify they follow District and Harris Construction Management Manual requirements.

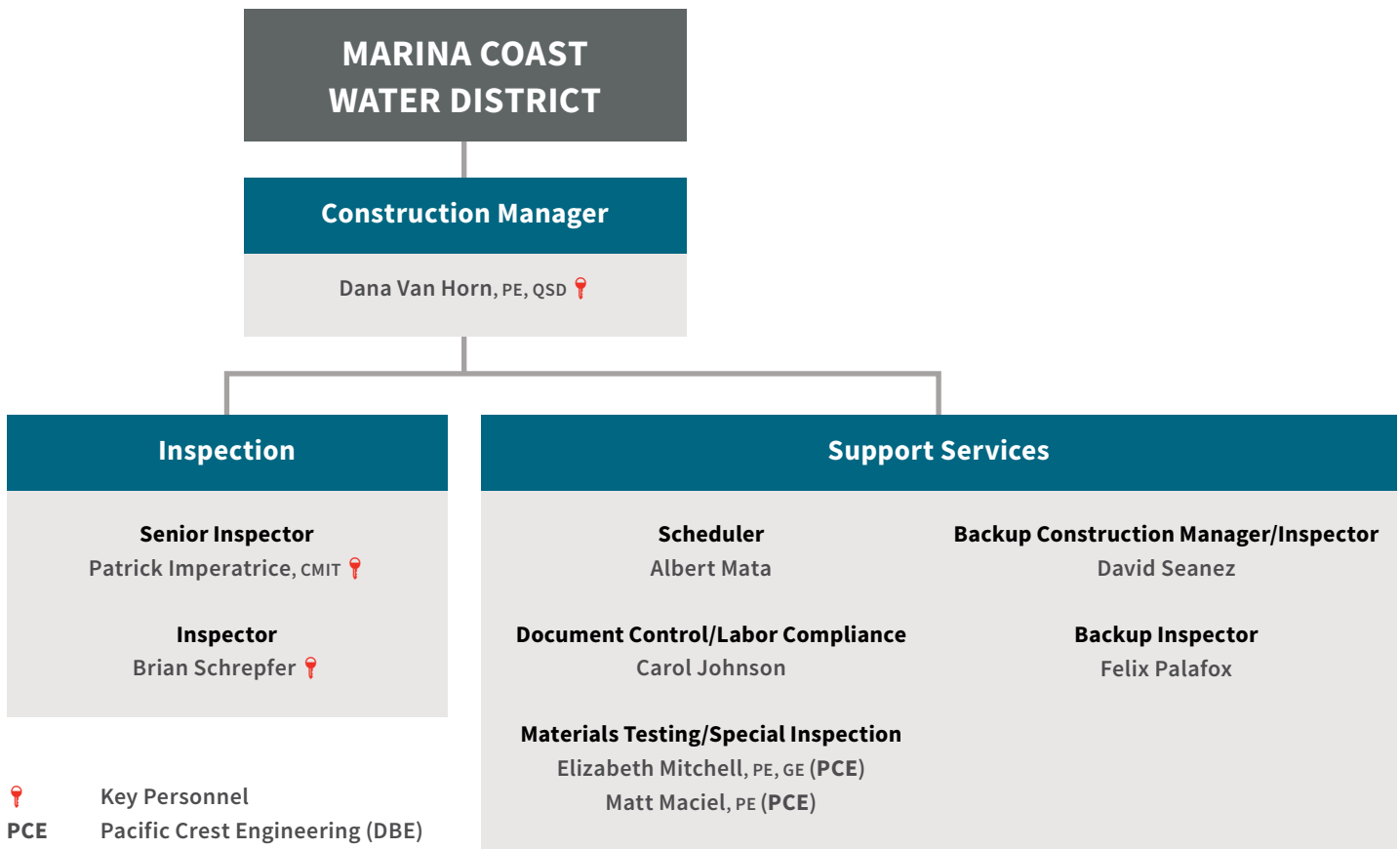




## B. EXPERIENCE OF THE PROPOSED TEAM

Harris has a 17-year history providing construction management and inspection services to the District, serving as a successful extension of District staff, protecting your interests and facilitating positive relationships with developers. For more than 30 years, Harris has been delivering projects to communities in the Monterey Peninsula. This local experience offers the District the benefit of established working relationships with the cities of Marina and Seaside, the County of Monterey, and CSUMB. Further, our experience within the District means that we have a comprehensive understanding of your policies, practices, and standards.

### Organizational Chart



The matrix below summarizes our team’s experience with similar projects. Team member’s qualifications are provided in their individual resumes on the following pages.

RELEVANT PROJECTS	Dana Van Horn	Patrick Imperatrice	Brian Schrepfer	Albert Mata	Carol Johnson	David Seanez	Felix Palafox	Elizabeth Mitchell	Matt Maciel
	Harris Staff							PCE Staff	
Department of Defense VA Medical Clinic, Marina Coast Water District	●	●							
The Dunes at Monterey Bay - Phases 1B & 1C, Marina Coast Water District	●	●			●				
East Garrison Water and Sewer Lines Phases I, II, & III, Marina Coast Water District	●	●			●				
1st Avenue Sewer Pipe Rehabilitation, Marina Coast Water District	●	●							
Watkins Gate Well #35 and Pipeline Inspection, Marina Coast Water District	●	●							
Seahaven 5A, Marina Coast Water District	●	●							
CSUMB Student Union, Marina Coast Water District	●	●							
CSUMB Academic Building 3 (A3), Marina Coast Water District	●	●							
Marina Heights, Marina Coast Water District	●	●							
Junsay Oaks, Marina Coast Water District	●	●							
Water Program Management, City of Soledad	●				●	●		●	
Citywide Sewer Rehabilitation Program, City of Monterey	●	●		●	●				
North Fremont Improvements, City of Monterey	●		●	●	●			●	
Carlsbad Water Recycling Facility Phase III Expansion, City of Carlsbad				●					
Rancho San Antonio and McKelvey Park Flood Detention Basins, Santa Clara Valley Water District				●			●		
On-Call Construction Management Services, County of Santa Cruz	●		●					●	●
On-Call Construction Management Services, California American Water	●				●			●	●
Advanced Water Purification Treatment Facility, Monterey One Water								●	●
Blanco Drain Diversion Facility, Monterey One Water								●	●

## Dana Van Horn, PE, QSD

### CONSTRUCTION MANAGER

For several years, Dana has coordinated inspection staff for District projects, seeing to it that your needs are met. She has overseen the efforts of several inspectors on District projects including recycled water and potable water distribution systems and sewer collection systems. Dana has developed an excellent working relationship with District staff, including engineering and operations and maintenance (O&M), and has been very responsive to the changing needs of the District. Over the course of our assignments and in concert with District staff, Dana and the Harris team have developed customized spreadsheets for checking and tracking inspections. As your Construction Manager, her experience will be of great value to the Harris team and the District as she can provide years of invaluable lessons learned.

### RELEVANT EXPERIENCE

- **Marina Coast Water District, *On-Call Construction Management and Inspection.*** Project/Construction Manager. Dana has provided construction support services for the District for over 10 years; Harris currently has an active on-call services agreement executing multiple task orders. Services include inspection and support for the installation of domestic and recycled water facilities and sewer installations for multiple residential developments. Our efforts involve daily inspections, witnessing of testing potable water systems, testing of sewer systems, and inspections of installed water conservation equipment. In addition, we provided the design and inspection of an emergency 30-inch storm drain lining project. Projects include the Department of Defense VA Medical Clinic, Dunes Phases 1B and 1C, East Garrison Phases I-III, University Village Apartments, and California State University Monterey Bay expansions.
- **City of Monterey, *Citywide Sewer Rehabilitation Program.*** Project/Construction Manager. Dana provided construction management services for this SRF-funded program that constructed infrastructure improvements at nearly 700 locations throughout the City. Improvements included sanitary sewer wet well rehabilitation, pump replacement, and installation of new valves, vaults, sewer force main, backup diesel generators, and electrical and control equipment. Work also included site demolition, grading, construction of new pavement, curb, fencing and power gate, traffic control, erosion and emergency spill control, and bypass pumping. Dana provided contract administration services, including RFI assistance, submittal reviews, negotiation of changes, and review and approval of invoices.
- **City of Monterey, *2009 Street and Sewer/Storm Drain Reconstruction.*** Construction Manager/Resident Engineer. Project included three separate packages totaling \$1 million which included street reconstruction, and sewer and storm drain repairs and upgrades which impacted local businesses and occurred adjacent to live traffic. Project included repairs to existing pipelines utilizing cured-in-place pipe lining technology. Dana's duties included: site observation of contractor's work for compliance with plans and specifications; contract administration including processing of RFIs; negotiation of change orders; and review of contractor's pay request and maintenance of project records compliant with the federally funded (ARRA) project standards.



### EDUCATION

BS, Civil Engineering

### REGISTRATION

Professional Civil Engineer, CA  
#44245

### CERTIFICATIONS

Qualified SWPPP Developer/  
Practitioner (QSD/QSP) # 23045  
Cal/OSHA, 10-Hour Construction  
Safety

### TRAINING

Munitions Recognition and Safety  
Training



# Patrick Imperatrice, CMIT

## SENIOR INSPECTOR

Patrick has been a familiar face around the District and on various development sites in the Marina area. He provided preconstruction plan review and construction management support for new water and sewer lines on The Dunes at Monterey Bay and East Garrison developments. Based on his extensive work with the District, he has a thorough understanding of the work involved in this project and the potential issues that we will encounter. Patrick has also worked with engineering and O&M staff to inspect a variety of wet utility projects including the Fort Ord Water Distribution and Sewer Collection Systems, The Dunes at Monterey Bay and East Garrison developments, and the CSUMB expansion. This means that he understands the District's expectations, standards, and policies. Further, he has over 30 years of inspection experience on water distribution systems in Monterey County.

## RELEVANT EXPERIENCE

- **Marina Coast Water District, Fort Ord Water Distribution System and Sewer Collection System.** Lead Inspector. Patrick provided inspection services for the installation of a water distribution system and sewer collection system for the Ford Ord redevelopment. He confirmed recycled water irrigation lines and domestic water lines were not cross-connected and provided inspection of water meters from underground to meter sets.
- **Marina Coast Water District, East Garrison Water and Sewer Lines Phase II.** Lead Inspector. Patrick provided construction management support for the installation of domestic and recycled water distribution and sewer collection pipelines at the East Garrison development project. He provided inspection of underground pipeline installation to meter sets and worked closely with the developer and District staff on the successful execution of a cross-connection testing plan for the recycled water pipeline installations.
- **City of Monterey, Citywide Sewer Rehabilitation Program.** Construction Inspector. Patrick provided construction inspection services for this SRF-funded program that constructed infrastructure improvements at nearly 700 locations throughout the City. Improvements included sanitary sewer wet well rehabilitation and pump replacement, and installation of new valves, vaults, sewer force main, backup diesel generators, and electrical and control equipment. Work also included site demolition, grading, construction of new pavement, curb, fencing and power gate, traffic control, erosion and emergency spill control, and bypass pumping.
- **City of Soledad, 906 Front Street Water Line Emergency Repair (On-Call).** Construction Inspector. Patrick provided construction inspection services for this on-call emergency repair of a failed water line. He assisted the City with managing the emergency repairs through daily coordination with the contractor and City representative, and preparation of daily construction logs. He also assisted with the coordination of the water line shutdown to the impacted property owners.
- **City of Hollister, Domestic Wastewater System Improvements, Phase I.** Lead Inspector. Patrick oversaw the day-to-day inspections for this \$60 million project. His responsibilities included coordinating special inspections and testing through the materials testing subconsultant. Throughout the course of each day, Patrick was responsible for working with each inspector on reviewing the project plans and specifications, and any approved submittals that applied to the specific work being performed.



## EDUCATION

Undergraduate Studies, Engineering, Drafting, Construction Management, and Surveying

## CERTIFICATIONS

CMAA, Construction Manager in Training (CMIT)

## TRAINING

Munitions Recognition and Safety Training

# Brian Schrepfer

## INSPECTOR

Brian has over 20 years of experience in the construction and inspection field. He has extensive experience in the installation of underground utilities and with water works in particular. Brian has certifications in special inspections including reinforced concrete and structural masonry, and compaction testing.

## RELEVANT EXPERIENCE

- **East Stockton Water District, 60-inch Waterline from Reservoir to Water Treatment Plant.** Special Inspector. Brian observed trench excavation, installation of RCP, pipe bedding/shading, and backfill and compaction. Brian performed special inspections for a new water treatment plant including reinforced concrete and structural masonry.
- **City of Tracy, Water Treatment Plant.** Special Inspector. This project included a new reverse osmosis pump house, a new chlorination building, and new water mains for a water treatment plant.
- **City of Tracy, Department of Water Resources (DWR) Water Pipeline Project.** Special Inspector. This water pipeline project took place on Grant Line Road and included approximately three miles of new 24-inch ductal water line with test stations.
- **City of Tracy, Tracy Water Treatment Facility.** Special Inspector. Brian performed full-time inspections throughout the length of the project including soil density, material testing and inspection.
- **City of Reno, Nevada, Various Projects.** Engineer of Record. Projects included Somerset Village Phase 6 and Caramella Ranch. Brian's responsibilities included public works inspection throughout the phases of the projects including water and reclaimed water line installation, vacuum testing, pressure testing, and conformance with submittals. Duties also included tracking quantities of materials used and installed, collecting tags, conducting weekly meetings, and providing daily documentation of the work performed.
- **Amazon, Off-Site Improvements .** Special Inspector. Brian performed testing and inspection for the City of Tracy on 3,000 feet of 72-inch storm and 24-inch water lines as well as roadway reconstruction.



## EDUCATION

Undergraduate Studies,  
Construction Technology

## CERTIFICATIONS

International Code Council (ICC),  
Structural Masonry Special  
Inspector

ICC, Reinforced Concrete Special  
Inspector

American Concrete Institute (ACI),  
Concrete Field Testing Technician  
Grade 1

Quality Control Institute,  
Construction Inspection  
Certification

Nuclear Density Certification

Cal/OSHA, 10-Hour Construction  
Safety

California Air Resources Board,  
California VEE Observer

## TRAINING

Munitions Recognition and Safety  
Training

# Albert Mata

## SCHEDULER

Albert Mata has 22 years of experience as a project scheduler on various types of construction projects in California. He has strong experience in water infrastructure and roadway projects. He has successfully worked with contractors to verify accuracy of the construction schedule for its usefulness in advance planning and coordination to avoid project delays, and he works with construction managers to develop successful workaround sequences to help contractors recover the schedule.

## RELEVANT EXPERIENCE

- **City of Carlsbad, Carlsbad Water Recycling Facility (CWRP) Phase III Expansion.** Scheduler. The existing CWRP produced up to 4.0 MGD of tertiary recycled water using two treatment trains that consist of microfiltration/RO and granular media filtration. The Phase III Expansion design-build project involved the design and construction of treatment facilities to expand the capacity of the CWRP with an additional 3.38 MGD of membrane filtration. The main elements included the supply and installation of 3.38 MGD of pressurized UF units, three UF feed pumps, a chlorine contact basin, buried piping, enhancements to the existing GMF system to improve filtration, and integration to the plant supervisory PLC system. Albert performed baseline schedule and monthly schedule update reviews and provided the CM team with schedule review comments.
- **City of Bellingham, Water Treatment Plant Dissolved Air Flotation (DAF).** Scheduler. The SRF-funded project involved the construction of a new pretreatment system including a DAF concrete water holding basin, installation of DAF equipment and supporting infrastructure, installation of a sodium hypochlorite generation system and supporting infrastructure, improvements to the existing plant for installation of new chlorine equipment, and related site improvements. Albert provided schedule support to the Harris construction manager and provided reviews and responses to the contractor's baseline and monthly update schedules.
- **Santa Clara Valley Water District, Rancho San Antonio Flood Detention Basin.** Scheduler. Albert performed a baseline schedule review and supports the team with scheduling as needed. He monitors the contractor's update schedules to help keep the project on schedule.
- **Padre Dam Municipal Water District, Maintenance and Operations Yard Improvement.** Scheduler. Albert performed a baseline schedule review and supported the team with scheduling as needed.
- **City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout.** Scheduler. This \$6.7 million, award-winning, federally funded project involved construction of a roundabout at the intersection of SR-68 (Holman Highway), Highway 1 SB exit ramp, and the 17 Mile Drive/Highway 1 SB entrance ramp. Albert was responsible for reviewing and responding to the contractor's baseline schedule and monthly schedule updates. Albert provided the Harris construction manager with clear recommendation letters in review of accepted schedules and on rejected schedules. Albert also generated a monthly variance report that evaluated critical path slippages. This project successfully overcame a three-month weather delay and finished on time.



## EDUCATION

Undergraduate Studies,  
Construction Management and  
Aerospace Engineering

## TRAINING

AEI-CASC, Construction Site  
Stormwater Management

## Carol Johnson

### DOCUMENT CONTROL/LABOR COMPLIANCE

Carol has 39 years of experience served serving in both the public and private sector in a variety of technical, design and administrative roles. She excels at setting up management systems, including manuals, procedures and forms. Her experience includes labor compliance, maintaining department databases, maintaining current administrative files, archiving administrative files, scheduling inspections, handling correspondence, preliminary plan review, processing permits and inspection records and securing federal, state, and local approvals and permits.



### EDUCATION

BFA, Interior Design

### RELEVANT EXPERIENCE

- **Marina Coast Water District**, *The Dunes at Monterey Bay - Phases 1C-2 & 1C-3*. Document Control.
- **Marina Coast Water District**, *East Garrison Water and Sewer Lines Phases II & III*. Document Control.
- **City of Monterey**, *Citywide Sewer Rehabilitation Program*. Document Control.
- **City of Monterey**, *North Fremont Improvements*. Document Control/Labor Compliance.
- **City of Soledad**, *Water Program Management*. Document Control.
- **City of Gonzales**, *As-Needed City Engineering Services*. Document Control/Labor Compliance.
- **California American Water**, *On-Call Construction Management Services*. Document Control.
- **City of Monterey**, *Neighborhood Improvement Projects/Capital Improvement Projects (NIP/CIP) Program Management*. Document Control.
- **County of Monterey**, *Palo Colorado Road Emergency Repairs*. Document Control.
- **City of Soledad**, *Gallardo Park Improvements*. Document Control.
- **City of Marina**, *Strategic Development Center (SDC)*. Document Control/Permit Technician.
- **Monterey Peninsula Unified School District**, *Various Projects*. Labor Compliance.
- **Cabrillo College**, *Various Projects*. Labor Compliance.

## David Seanez

### BACKUP CONSTRUCTION MANAGER/INSPECTOR

David Seanez has 39 years of experience in the construction industry, in a variety of disciplines including construction management, inspection, drafting, and project management. On his projects, David tracks RFIs and submittals, conducts meetings and prepares meeting minutes, drafts change orders and negotiates claims, and prepares correspondence to the contractor and agencies. Most of David's career has been with Santa Clara Water Valley District, where he provided construction management and inspection services on large water infrastructure improvement projects, many of which had roadway improvement elements.

### RELEVANT EXPERIENCE

- **Santa Clara Valley Water District, Various Projects, Chief Construction Inspector/Project Manager.** David supervised and coordinated construction inspection program operations and activities within a section of the Construction Administration Unit of the Water Utility Capital Division. David performed field construction inspection duties in support of the District's flood control, water storage, and distribution facilities construction projects; monitored the work of outside contractors and confirmed compliance with the District's construction contract specifications and standards; prepared reports and documentation; and performed technical duties relative to the assigned areas of responsibility.
- **Santa Clara Valley Water District, Large Diameter Pipeline Projects (Milpitas Pipeline Sections 1, 2 and 3; East Parallel Pipeline; and Central Pipeline).** Construction Manager. David provided oversight of construction of these projects, which were located within the City of San Jose city limits in both residential commercial streets. The projects required pavement restoration; HMA placement to match existing street elevations; and replacement of curbs and gutters, sidewalk, and curb ramps. David worked with the City to confirm pavement was restored to their standards following the installation of the 42-inch diameter pipelines.
- **U.S. Bureau of Reclamation, Various Construction Projects.** Construction Manager/Lead Inspector/Construction Administrator. David provided oversight on many construction projects for the Bureau, which involved confirming contractors were delivering projects in accordance with contract requirements. Projects included large-diameter pipelines, tunnels, dams, and pumping plants. As all work performed was for federal projects, these requirements included prevailing wage rates (Davis-Bacon Act), DBE participation goal compliance, and implementation of Bureau design standards. David performed a wide variety of administrative duties related to these large federally-funded construction projects. He processed monthly progress pay estimates, tracked changes, negotiated claims and generated correspondence to contractors and other agencies.
- **City of Gonzales, Alta Street Pavement Rehabilitation.** Construction Manager. This project involved roadway rehabilitation along Alta Drive, the main thoroughfare of Gonzales. Work involved full depth reclamation (FDR) pavement rehabilitation; placement of hot mix asphalt (HMA); relocating utilities and water lines; restriping; and replacement of curb and gutter, sidewalk, and ADA curb ramps. In addition, improvements were made to existing traffic control/signals and pedestrian-activated crosswalks were installed to improve pedestrian safety.



### EDUCATION

Undergraduate Studies, Drafting Technology

## Felix Palafox

### BACKUP INSPECTOR

Felix has 32 years of experience in construction management, inspection, testing and supervision experience. His experience includes the construction of significant water treatment plant systems and upgrades; medium to large pipeline installations as well as maintenance and installation of new appurtenances; a variety of flood control projects including massive earthwork, water diversions, slope protection, and floodwalls; utility relocations; and demolition and construction of new roads and bridges. His road related construction experience includes safety, traffic control, utility relocations and coordination, construction management, and environmental compliance.

### RELEVANT EXPERIENCE

- **Santa Clara Valley Water District, *Multiple Raw and Treated Water Pipeline Maintenance Projects*.** Chief Construction Inspector. Felix supervised inspection and construction management related to interior inspection (walk through and video), lining and joint repair, remove and replace vault appurtenances of existing pipelines throughout the District and county of Santa Clara. This maintenance work involved removing and upgrading equipment inside pipeline vaults, including butterfly valves, nozzles, flanges, pressure relief and vacuum breaker valves, pipe fittings, nuts and bolts, disinfection, cathodic protection, and blow off valves.
- **Santa Clara Valley Water District, *Penitencia Water Treatment Plant, Clearwell Tank*.** Resident Construction Inspector. This project involved removing the interior coatings of the clearwell tank, as it contained hazardous material. The tank was then re-coated with a safer material. The roof of the tank was seismically retrofitted, and a 66-inch inlet pipe with valve controls was installed to complete the upgrade.
- **Santa Clara Valley Water District, *Rancho San Antonio Flood Detention Basin*.** Construction Inspector. Felix is providing inspection services for the construction of a large flood detention basin in the County of Santa Clara's Rancho San Antonio County Park in Cupertino. The project includes the removal of approximately 150,000 cubic yards of dirt from the site along with construction of a new culvert and inlet structure across Permanente Creek, a new parking lot for the park, a new restroom building with associated leach field, a new water well with associated plumbing, restoration and construction of trails, revegetation of the entire site, and associated utilities and appurtenances.
- **Santa Clara Valley Water District, *Water Treatment Improvement Project Stage 1 at Santa Teresa and Rinconada Water Treatment Plants*.** Chief Construction Inspector. This project involved upgrades to the water treatment process so that new treatment chemicals could be used. This involved construction of new treatment buildings, paved access roads, fire control systems, upgrading the mechanical control and SCADA components to increase distribution capacity and efficiency.
- **Santa Clara Valley Water District, *Santa Teresa Water Treatment Plant Coating Project*.** Resident Construction Inspector. Prior to the above mentioned project, the infrastructure of the water treatment basins and transmission conduits needed to be coated with a chemical resistant material to withstand the corrosive ferric chloride based chemical process. This involved preparation of the deteriorated concrete surfaces within the flocculation, sedimentation and filter basins, as well as adjoining transmission chambers and coating with an epoxy chemical resistant material.



### EDUCATION

AA, Liberal Studies

# Elizabeth Mitchell, PE, GE

## MATERIALS TESTING

For the past 29 years, Elizabeth has provided management, consultation and design services for a wide range of geotechnical engineering and material testing projects throughout the Central California area. Elizabeth is well experienced in local municipal and public works projects, including performing geotechnical engineering and materials testing services for Pure Water Monterey, Monterey One Water, the County of Monterey, CSUMB, California American Water Company, the City of Santa Cruz, the County of Santa Cruz, the City of Watsonville, and the University of California, among others. Elizabeth's experience in the Central Coast area comprises over 100 projects that include pipelines, public works improvements, tanks, roads, bridges, utilities and below ground structures.

Elizabeth also provides technical direction and field engineering during earthwork phases for moderate to large-scale projects and other geotechnically challenging sites. This includes exercising project management skills to resolve disputes while maintaining good client relations and the appropriate standard of care. Her project management responsibilities include supervision and peer review for engineering and field staff.

## RELEVANT EXPERIENCE

- **Monterey One Water, *Advanced Water Purification Treatment Facility*.** Principal Geotechnical Engineer/Project Manager. New state-of-the-art advanced water purification facility being constructed at the M1W Regional Treatment Plant in Marina. Project source waters will include stormwater, wastewater and agricultural runoff from the Salinas area that will undergo treatment and advanced purification at the new facility. Elizabeth provided geotechnical engineering consultation, earthwork observation and testing, and special inspections.
- **CDM Constructors, *Monterey Peninsula Desalination Plant*.** Principal Geotechnical Engineer/Project Manager. New seawater desalination and treatment facility to be constructed in Marina by California American Water Company. The new facility will include treatment plant facilities, water tanks, pumps, pressure filters and piping networks associated with the operation of the desalination plant. Elizabeth performed design-level geotechnical investigation and geotechnical engineering consultation during current design phase.
- **Monterey One Water, *Blanco Drain Reclamation Project*.** Manager of Testing & Inspections. Part of the Pure Water Monterey Groundwater Replenishment Project, the project included the installation of subterranean pump facilities and pipelines conveying water to the M1W treatment facility in Marina. Elizabeth providing geotechnical consultation and oversight of special inspections for soil, concrete and aggregate services.
- **Monterey One Water, *Groundwater Injection Well Facilities, Fort Ord*.** Principal Geotechnical Engineer, Project Manager. Design and installation of four groundwater injection well sites with attendant utilities and electrical buildings, a new backflush basin, and road improvements for access to the monitoring well. Elizabeth performed design-level geotechnical investigation and geotechnical engineering consultation during design phase.
- **Monterey One Water, *Salinas Source Water IWW Diversion Project (On-Call)*.** Geotechnical Engineer. New stormwater diversion structure constructed at the Salinas Pump Station in Monterey County. Elizabeth performed on-call geotechnical services to assess the excavation conditions and develop recommendations for improving the supporting subgrade for the new vault. She provided geotechnical consultation and performed special inspection for reinforced concrete as well as earthwork observation and testing services.



## EDUCATION

MS, Civil Engineering

BS, Industrial Engineering

## REGISTRATION

Professional Geotechnical Engineer, CA #2718

Professional Civil Engineer, CA #58578

## CERTIFICATIONS

ICC, Soils Special Inspector #8029279-EC

Qualified SWPPP Developer/Practitioner (QSD/QSP), #20502

Water Treatment Operator, T2

Water Distribution Operator, D2

## Matt Maciel, PE

### MATERIALS TESTING/SPECIAL INSPECTION

For the past 10 years, Matt has provided analysis, design management, and construction observation for a wide range of geotechnical engineering projects. His project management responsibilities include supervision and peer review of field and laboratory staff. Matt oversees the daily operations of Pacific Crest Engineering's AASHTO-, Caltrans-, and DSA-certified materials testing laboratory. Management activities include quality control, test standard and contract compliance, maintenance and acquisition of laboratory and technician certifications, technician training, test mock and report development, maintenance of verification of equipment calibrations, and scheduling. Matt also manages the radiation safety program, and is the active Radiation Safety Officer (RSO).

### RELEVANT EXPERIENCE

- **Monterey One Water, Blanco Drain Diversion Facility.** Materials Testing Project Manager. The Blanco Drain and Reclamation Ditch Water Diversion Project is a groundwater replenishing project. The project included the installation of subterranean pump facilities conveying water to the M1W treatment facility in Marina. Matt's responsibilities for this project included management, oversight and coordination of all materials testing activities.
- **Monterey One Water, Advanced Water Purification Treatment Facility.** Associate Engineer. New state-of-the-art advanced water purification facility being constructed at the M1W Regional Treatment Plant in Marina. Project source waters will include stormwater, wastewater and agricultural runoff from the Salinas area that will undergo treatment and advanced purification at the new facility. Matt provided geotechnical design, review and construction management services for the project. He also managed the materials testing and special inspection services for the project which included reinforced concrete, structural steel, welding and soils.
- **Pajaro Valley Water Management Agency, K1 Pipeline Project.** Materials Testing Project Manager and Tester. The K1 Pipeline project included the installation of approximately 1.3 miles of high density polyethylene distribution piping ranging from 8 to 24 inches in diameter. The pipeline distributes approximately 320 acre feet of recycled water per year to 180 acres of farmland. Matt's responsibilities for this project included management, oversight and coordination of all materials testing activities. He also served as a field inspector and tester at various stages of the project.



### EDUCATION

BS, Civil Engineering

### REGISTRATION

Professional Civil Engineer, CA  
#82779

### CERTIFICATIONS

ICC, Soils and Reinforced Concrete  
Special Inspector #8065594

ACI, Concrete Field Testing  
Technician – Grade 1

ACI, Concrete Strength Testing  
Technician – Grade 1

NICET, Geotechnical Engineering  
Technology Exploration,  
Construction, Laboratory and  
Generalist Level 2

Caltrans, Certificate of Proficiency  
California Tests: 105, 125, 201, 202,  
204, 205, 216, 217, 226, 227, 231,  
308, 309, 375, 504, 518, 521, 533,  
539, 540, 556, & 557

AASHTO Tests: T11, T27, T176,  
T209, T275 & T329

8 Hour Radiation Safety Officer  
Training Certificate

40 Hour Hazardous Waste  
Operations and Emergency  
Response (HAZWOPER)

8 Hour Nuclear Density Gauge  
Certificate







## C. QUALIFICATIONS

### Summary of Firm Qualifications and Experience

Harris has served public agencies and private clients since 1974. We have developed a robust program of services that offers our clients expertise and assistance in various realms of program and construction management, planning, engineering, public finance, and environmental services. Our construction management experience includes:

- Recycled water pipeline
- Sewer and storm drain pipeline
- Pipeline installation and rehabilitation
- Trenchless construction methods including jack and bore
- Pressure reducing valve vaults
- Roadway paving
- SRF funding requirements
- Utility coordination
- Environmental permits
- Public outreach
- District standards, policies, and procedures

We are a leader in the use of innovative technologies including no-dig pipeline rehabilitation, stormwater quality solutions, and new pavement technologies. Our staff have specific experience in recycled water infrastructure improvements the District will need.

### Unique Qualifications of Proposed Staff

We are a local firm that is uniquely qualified for this project based on our successful performance in providing professional services to the District for 17 years. Dana and Patrick have provided CM and inspection services for more than a dozen projects involving water, wastewater and recycled water installations for the District. They have assisted the District in developing/implementing protocols for tracking and processing meter applications, reviewed contractor materials submittals, provided inspections for: domestic water supply lines (including pressure & bacterial testing); sewer lines (including CIPP, manhole lining and system testing); and recycled water (including pressure, bacterial and cross-connection testing).

Our local office is in Salinas and our key staff live on the peninsula or a short drive away (Hollister). Our team has developed and maintained excellent working relationships with District staff (engineering and O&M), contractors and developers, as well as local agencies (cities of Marina and Seaside, CSUMB, County of Monterey, Fort Ord Reuse Authority [FORA]). In all of our services, the primary goal is/has been the implementation and maintenance of the District's design standards and operating procedures to maintain the integrity of its systems.





## D. REFERENCES

REFERENCE	PROJECT	Harris Staff							PCE Staff	
		Dana Van Horn	Patrick Imperatrice	Brian Schrepfer	Albert Mata	Carol Johnson	David Seanez	Felix Palafox	Elizabeth Mitchell	Matt Maciel
<b>Marina Coast Water District</b> Brian True, Project Manager 831.883.5937; btrue@mcwd.org	<b>On-Call Construction Management Services (Multiple Projects)</b>	●	●			●				
<b>California State University Monterey Bay</b> Keith Marshall, Inspector of Record 831.869.2597; kemarshall@csumb.edu	<b>Academic Building 3 and Student Union Projects (Harris is MCWD's CM)</b>	●	●							
<b>Whitson Engineers</b> Andrew Hunter, Design Engineer/Surveyor 831.649.5225; ahunter@whitsonengineers.com	<b>MCWD East Garrison Improvements (Harris is MCWD's CM)</b>	●	●							
<b>City of Monterey</b> Andrea Renny, City Traffic Engineer 831.646.3705; reddy@monterey.org	<b>North Fremont Improvements</b>	●		●	●	●			●	
<b>City of Monterey</b> Robert Harary, Former Public Works Director (Current DPW w/City of Carmel-by-the-Sea) 831.620.2021; rharary@ci.carmel.ca.us	<b>Citywide Sewer Rehabilitation Program</b>	●	●		●	●				
<b>City of Soledad</b> Don Wilcox, Former Public Works Director (Currently Senior Civil Engineer w/MCWD) 831.883.5935; dwilcox@mcwd.org	<b>Water Program Management (Multiple Projects)</b>	●				●	●		●	
<b>Santa Clara Valley Water District</b> Lotina Nishijima, Associate Civil Engineer, 408.630.2795; lnishijima@valleywater.org	<b>McKelvey Park and Rancho San Antonio Flood Detention Basins</b>				●			●		
<b>County of Santa Cruz</b> Carisa Duran, Construction Manager 831.454.2160; carisa.duran@co.santa-cruz.ca.us	<b>On-Call Construction Management Services (Multiple Projects)</b>	●		●					●	●
<b>Monterey One Water</b> Bob Holden, Principal Engineer 831.883.6132; bobh@my1water.org	<b>Advanced Water Purification Treatment Facility</b>								●	●

REFERENCE	PROJECT	Dana Van Horn	Patrick Imperatrice	Brian Schrepfer	Albert Mata	Carol Johnson	David Seanez	Felix Palafox	Elizabeth Mitchell	Matt Maciel
		Harris Staff							PCE Staff	
<b>City of Tracy</b> Thomas Ward, Lead Inspector 209.969.1524; thomas.ward@ci.tracy.ca.us	<b>Cordes Ranch Reclaimed Water Project*</b>			●						
<b>US Army Corps of Engineers</b> Johan Jacobsen, Engineer 916.897.0001; johan.a.jacobsen@USACE.army.mil	<b>San Joaquin County East Water District*</b>			●						
<b>Santa Clara Valley Water District</b> Gary Ohea, Engineering Unit Manager 408.265.2600; gohea@valleywater.org	<b>Penitencia Force Main Seismic Retrofit*</b>						●			
<b>Santa Clara Valley Water District</b> Karen Uyeda, Capital Engineering Manager 408.265.2600; kuyeda@valleywater.org	<b>Rinconada Water Treatment Plant Valves Upgrade*</b>						●			
<b>Santa Clara Valley Water District</b> Tim Bramer, Construction Unit Manager 408.265.2600 ext. 3794; timbram@valleywater.org	<b>Various Raw Water and Treated Water Pipeline Rehabilitation Projects*</b>							●		
<b>Santa Clara Valley Water District</b> John Luna, Chief Construction Inspector 209.704.3332; johnluna@valleywater.org	<b>Plant Water System Upgrade at Rinconada Water Treatment Plant*</b>							●		

\*This project was performed prior to joining Harris.



## E. SCHEDULE

Based on a Notice to Proceed (NTP) issued in mid-November 2019, Dana and Patrick will begin reviewing the project plans and specifications in early November; Carol will also be assigned to set up the document control database and set up files for hard copy documents. We will expect to hold a preconstruction meeting approximately one week before the NTP. During the preconstruction meeting, the contractor should submit materials and a mobilization schedule for approval. We will take this opportunity to discuss the project in general and point out special requirements, answer questions, discuss potential issues, and reach an agreement on the actual NTP date.

As the contractor's activities and number of work locations increase, Brian Schrepfer will be assigned to augment Patrick's inspections. Carol Johnson will be maintaining project documents and performing labor compliance tracking for the duration of the contractor's operations.

Our materials testing firm will be called out to perform compaction testing, concrete sampling and testing, HMA testing, and any special inspections (e.g., welding) on an as-needed basis. These services will be carefully coordinated with the contractor's work schedule to provide quality assurance without impacting/delaying the contractor's progress.

Towards the end of September 2020, the project should be nearing Substantial Completion and our inspection and testing needs will diminish. Our inspection staffing level will drop back to one part-time inspector to handle punch list items and completion documentation, and Carol will focus on project closeout documentation and preparing for document turnover.





## F. SCOPE OF WORK

### 1.0 Preconstruction Phase

#### 1.1 CONSTRUCTION MANAGEMENT PLAN

- Provide staffing plan showing roles and responsibilities, and anticipated level of effort.
- Provide information regarding substitute staff for replacement of key staff absences.

#### 1.2 DOCUMENT MANAGEMENT SYSTEM

- Set up a document tracking system, using Newforma software to maintain all project files.
- Provide training for remote users (1 hour typically).

#### 1.3 PRECONSTRUCTION CONFERENCE

- Assist the District with the preconstruction conference.
- Prepare agenda for District review
- Emphasize specialty requirements (e.g. permit requirements, environmental issues).
- Lead preconstruction conference and compile and distribute meeting minutes.

#### 1.4 OUTREACH PLAN

- Work with the District to develop a list of stakeholders and contacts.
- Establish protocols for coordination/notification of stakeholders, local agencies, residents and motorists.

#### 1.5 BIDDING ASSISTANCE (OPTIONAL)

- Review bids for conformity to requirements including all bonds, insurance and legal requirements.
- Provide the District with a bid tabulation matrix.

### 2.0 Construction Phase

#### 2.1 INSPECTION PLAN

- All work will be inspected for compliance with the Marina Coast Water District's Plans and Specifications for the "RUWAP RECYCLED WATER DISTRIBUTION MAINS PROJECT" and the District's "STANDARD PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF DOMESTIC WATER, SEWER AND RECYCLED WATER FACILITIES".
- Prepare and submit an inspection plan incorporating all inspections ~~that~~ the need to be made. The plan will include: inspection procedures; acceptance/rejection procedures; testing coordination; and method(s) for documentation of quantities incorporated in the work.
- Provide a checklist of items to be inspected and the types/frequency of testing that will be required.

#### 2.2 COMMUNICATIONS AND CORRESPONDENCE

- Beginning at the preconstruction conference, obtain all pertinent information from the attendees to develop a project directory of all key personnel working on the projects.
- Log all information received from contractor and others in Newforma, in separate project files for action and distribution.
- Prepare appropriate responses and obtain the District approval when required.
- Keep the District apprised of cumulative changes in cost and time and the impact of these on the overall project.

#### 2.3 SCHEDULE MONITORING

- Review/comment on the contractor's baseline and schedule update submittals for logic, duration, and resource changes in the contractors' monthly updates.
- Keep the District apprised of construction schedule and changes found in the updates.





Recycled water main pipeline intersection and restrained valve installation for The Dunes at Monterey Bay Phase 1C project.

- Review and comment on time impact analysis submittals as necessary.

## 2.4 WEEKLY PROGRESS/COORDINATION MEETINGS

- Agendas will be prepared using the previous week’s meeting minutes to capture/continue previous items/issues that have not been resolved. Agendas will be distributed prior to the weekly meeting.
- Conduct weekly meetings with the contractor and the District. Items of discussion will include safety; look-ahead schedule; concerns/issues raised by the contractor, District, and/or stakeholders; and public outreach.
- Review submittal, RFI, action item, and PCO/CCO logs.
- Meeting minutes will reflect past/current status of items discussed and will be promptly compiled and distributed following the meeting.

## 2.5 CONTRACTOR INVOICE REVIEW/RECOMMENDATION

- Work with the contractor to develop a procedure that is acceptable to the District for monthly progress payments and the final payment.
- Prior to monthly invoice submittal, review contractor’s draft request for payment and quantity backup.
- Review contractor’s payment requests and verifies contractor pay quantities.
- After approval of the payment request, by Harris and the contractor, prepare payment documentation, using Newforma software, for approval and execution by the District.

## 2.6 CERTIFIED PAYROLL REVIEW AND CONTRACTOR DBE UTILIZATION

- Receive/track receipt of certified payrolls from the contractor and each of its subcontractors.
- Verify/track submittal of certified payrolls to the Department of Industrial Relations (DIR).
- Spot check wages of each classification of laborer or craftsman.
- Perform employee interviews.
- Verify, throughout the project duration that the contractor’s sub-contractor(s) performing the work are those listed in the bid documents or subsequent requests for approval.
- Review/sign Final DBE Utilization form at project closeout.

## 2.7 SAFETY

- Verify Harris and subconsultant staff have requisite safety training required for their respective tasks. Harris’ personnel are always equipped with the appropriate personal protective equipment (PPE) and are trained in its proper maintenance and use.
- Observe contractor’s work area. Notify the contractor in writing of any observed unsafe conditions. Failure to rectify unsafe conditions will be cause to contact Cal/OSHA.
- Immediate shutdown of contractor’s work may be required if there is eminent danger to life or limb.
- Special attention will be required regarding compliance with confined space entry protocols and conformance to approved traffic control plans. Our inspectors will monitor these situations closely for compliance and we have procedures for reporting violations.

## 2.8 SUBMITTAL MANAGEMENT AND REVIEW

- All submittals will be reviewed and logged into the project database (Newforma) then distributed to the appropriate parties for review/approval
- Track progress of submittals to prevent delays from extended review times. A log of “pending reviews” and “expected submittals” will be reviewed in the weekly progress meetings.
- Return comments/approvals to the contractor (copies to appropriate parties) with a clearly marked status.
- Only materials approved for use may be incorporated in the work. Closely monitoring the submittal/ review process prevents delays from lengthy reviews times

## 2.9 REQUEST FOR INFORMATION (RFI) MANAGEMENT

- Receive, log, and review all RFIs for completeness and verify the question is reasonable and understandable.
- Provide a short technical review of the RFI to determine if the issue is addressed in the contract documents. If the RFI is complete and the issue is not adequately covered by the contract documents, the RFI will be forwarded to the appropriate party for response.
- All RFIs will be tracked until the item has received a response.
- RFIs are typically time-critical; good management of reviews/responses keeps the project on schedule and budget.

## 2.10 FIELD DIRECTIVES/INSTRUCTIONS

- With District approval, provide written direction to the contractor regarding changes, clarifications and extra work deemed necessary. A draft document will be provided to the District for review prior to issuing to the contractor

## 2.11 CONSTRUCTION CHANGE ORDER ASSISTANCE

- Requests for Changes by the District
  - Forward Request for Quote (RFQ) to contractor for pricing and time extension as necessary. RFQs will have a brief scope of the extra work and any other information the Construction Manager (CM) believes the contractor should be aware of to fairly price the work. CM will:
    - Prepare an independent cost estimate of the extra work.
    - Review the cost quote from the contractor for completeness.
    - If cost quote and Harris' estimate is within 5%, the quote will be accepted. If the difference is greater than 5%, Harris will negotiate with the contractor for a reasonable compensation.
    - Should Harris and the contractor be unable to negotiate a reasonable compensation, the work will be performed on a force account basis.
- Requests for Changes by Contractor:
  - Review requests of cost and/or time impacts for merit. If Harris determines the request fails on merit, the contractor will be informed of the reasons why the request is denied. Should Harris determine the request has merit, we:
    - Prepare independent cost estimate and schedule analysis of work.
    - Negotiate extra work cost and time extensions with the contractor.
    - Prepare change orders for execution by the District.



Recycled water main pipeline installation for the East Garrison Development project.

## 2.12 INSPECTION AND DOCUMENTATION

- Document the contractors' daily activities, manpower, equipment and items considered pertinent to describing prosecution of the work; this documentation will include progress photos.
- The CM will review daily reports for completeness and content.
- The CM will prepare a weekly summary report noting events/activities/issues.

## 2.13 STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MONITORING

- Harris staff will observe contractor's work area daily for general compliance with the SWPPP Best Management Practices (BMPs). The inspector will:
  - Notify contractor if the pollution prevention controls are not in accordance with the SWPPP or if BMPs are incorrect or inadequate. Failure to revise and correct conditions will be cause the District to take corrective action.
  - Immediately shutdown contractor's work if conditions are in non-compliance and there is threat of unlawful discharge offsite.
  - Conduct pre-storm inspections (if probability of a rain event is >50%) and post-storm inspections. These inspections will be documented in a written report with applicable photos.

## 2.14 MITIGATION MONITORING AND REPORTING

- Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies and as stipulated in the Mitigation Monitoring and Reporting Plan and contract documents.
- Provide daily inspection reports and correspondence documenting mitigation activities.



Recycled water pipeline and restrained fitting installation in existing campus roadway for the CSUMB Academic Building 3 (A3) project.

## 2.15 MATERIAL TESTING

- Our inspector will coordinate with our testing subconsultant, Pacific Crest Engineering, to provide testing in a timely manner and only when it is needed.
- Materials testing reports will be reviewed by the CM and logged in the appropriate category. Any failing test will require rework until a passing test is achieved. Logs will show a clear correlation between the failing test and any re-tests performed.

## 2.16 SPECIAL INSPECTIONS AND STRUCTURAL OBSERVATIONS

- Special inspections and structural observations (e.g., welding, concrete, steel/rebar) will be provided as required by the plans and special provisions.
- Special inspection/structural observation reports will be reviewed by the CM and logged in the appropriate category. Any failing test will require rework until a passing/acceptance status is achieved. Logs will show a clear correlation between the failing test/inspection and any re-tests/additional inspections performed.

## 2.17 PUBLIC OUTREACH

- Implement the public outreach plan developed with District input (Preconstruction task).
- Assist the District in providing timely, accurate information for website posts, press releases, and the like.
- Review and verify contractor notifications have been provided as required by the contract.

## 2.18 PHOTOGRAPHIC RECORDS OF CONSTRUCTION PROGRESS

- Using digital cameras, record the conditions of the project before the contractor starts work and after the work is complete.

- Progress photos will be taken periodically (daily) to record the contractor's progress as well as items of dispute (or potential dispute), safety items and any other items of note on the site.

## 2.19 REVIEW AND MAINTAIN RECORD DRAWINGS

- Monitor contractor's required record drawings on a monthly basis. In addition to the contractor's red-line drawings, Harris staff will maintain an independent set of red-line drawings.

## 2.20 MONTHLY CONSTRUCTION PROGRESS REPORTS

- Prepare a monthly report that provides construction status to the District and other involved parties. The monthly report shall contain, at a minimum, the following:
  - Status of contractor's schedule and discussion of any deviations (as appropriate).
  - Discussion of issues/potential issues.
  - Status of project costs including pending change orders and executed change orders.
  - Other information deemed necessary for the District to have a concise understanding of the construction project.

## 2.21 STATE REVOLVING LOAN FUND (SRF) REPORTING/REQUIREMENTS

- Assist the District in quarterly reporting and any audits during the project.
- Maintain hard copy and electronic project documentation.
- Assist the District with project completion/closeout documents for SRF.

## 2.22 FINAL ACCEPTANCE

- Coordinate a walk through and/or witness equipment testing with the District, project design engineer, contractor, the District maintenance & operations staff and other interested parties.
- Prepare a final punch list with all errors, deficiencies, and/or omissions noted in the walkthrough, site equipment testing and commissioning, and outstanding submittals (e.g. operations and maintenance manuals, and warranties) for the contractor to correct within a certain timetable.
- Inspect items on the punch list after the contractor has notified Harris the work is complete. Completed items on the punch list will be initialed and dated as to who did the inspection and the date of the inspection.
- Upon successful completion of the punch list items, notify the District the work is complete and forward a copy of the completed punch list.

## 3.0 Post-Construction Phase

### 3.1 FINAL PROJECT REPORT

- Review the project documents and prepare a written report for the District. At a minimum, the report will include the following:
  - Names of all organizations involved with the project
  - Chronology of the construction effort including all significant dates.
  - Budget summary including a change order summary and summary narrative about each change
  - Summary logs for submittals and RFIs
  - Summary of outstanding claims not resolved when the notice of completion is filed.
  - Summary of warranty items.
  - “Lessons learned.”

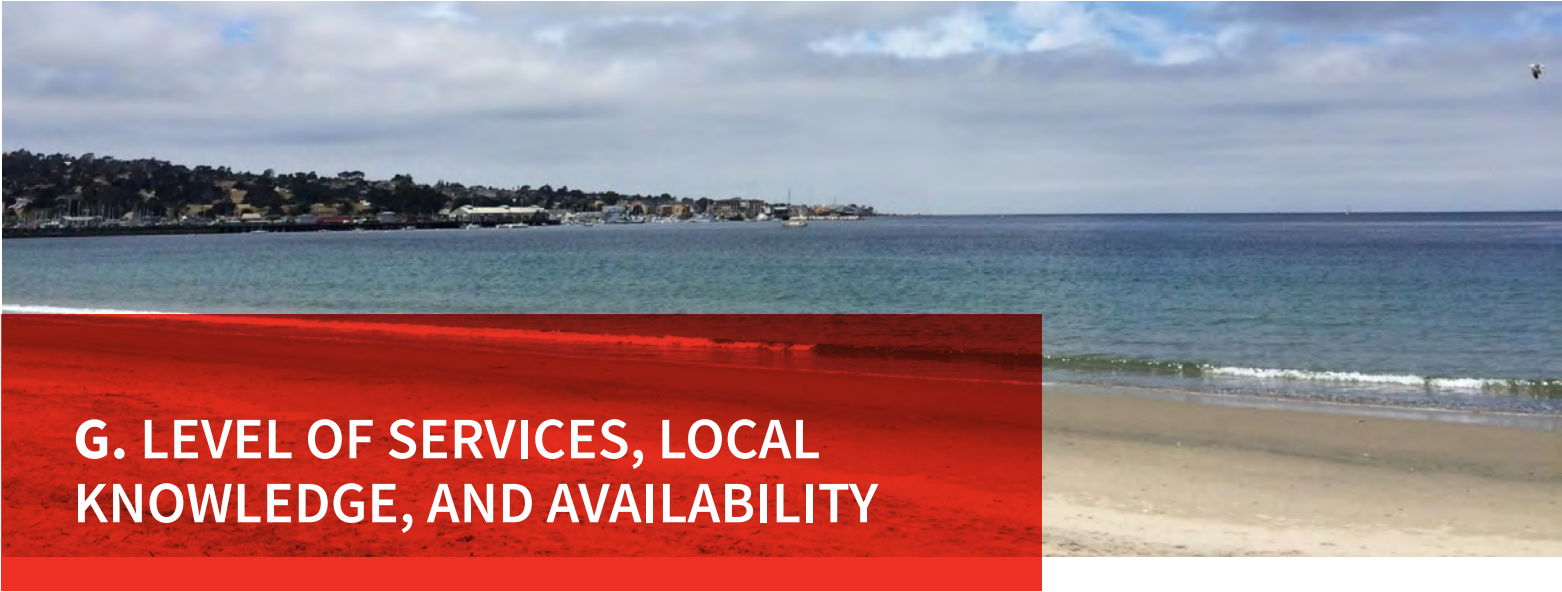
### 3.2 DOCUMENT TURNOVER

- When construction is complete and all documentation has been finalized, Harris will box all hard copy files in Banker’s boxes and clearly label the contents. Labels will contain the name and project number; a box number and the total number of boxes will also be clearly shown. A copy of the file index will be included in each box.
- An electronic version of the project files will also be provided on CD or other digital media chosen by the District.



Recycled water pipeline and restrained fitting installation in existing campus roadway for the CSUMB A3 project.





# G. LEVEL OF SERVICES, LOCAL KNOWLEDGE, AND AVAILABILITY

## Level of Services

The proposed level of effort of our team is summarized in the following table:

<b>Project Schedule</b>		2019			2020											
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Total Calendar Days		31	30	31	31	28	31	30	31	30	31	31	30	31	30	31
Total Work Days		22	18	21	22	19	22	22	20	22	23	21	21	21	19	22
Total Hours		176	144	160	168	152	176	176	160	176	184	168	168	168	152	176
<b>Bid/Award Support (optional)</b>																
<b>Preconstruction</b>																
<b>Construction Phase</b>																
<b>Closeout</b>																

<b>Estimated Hours by Position</b>	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Construction Manager/Resident Engineer		50%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	50%		
Inspector		50%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	50%	25%	
Inspector		50%	50%	100%	100%	100%	100%	100%	100%	100%	100%	100%			
SWPPP Review		1%	3%	2%	3%	2%									
Schedule Review		30%	5%	5%	5%	5%	5%	5%	5%	4%	5%				
Document Control/Labor Compliance		30%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%		
Materials Testing				As Needed											

## Local Knowledge

Harris has maintained an office in the Monterey Bay Region for over 20 years and has worked for the District for the last 17 years. We have a deep understanding of the very limited supply of water in the region, which includes former Fort Ord. There is a myriad of efforts by various agencies in the area to construct reliable water supply projects. This includes a “One Water Approach” as an integrated water management mindset that considers recycled water, potable water, wastewater, groundwater, stormwater, flood control, and other elements as intertwined.

Harris primarily works for public agencies so our staff has an unrivaled expertise in public project delivery. This includes management, review and inspection of private development projects on behalf of local agencies. We also provide contract city engineering and district engineering services to agencies in Monterey County so we are very familiar with local field conditions, contractors, state regulators and specialty consultants. Harris staff also holds leadership positions in local professional associations such as American Public Works Association and Monterey Bay Water Works Association so we keep our technical skills current and have a strong network of “go to” experts in the water/sewer field.

## Availability

We have additional qualified staff as backup to assist with any peaks in contractor activities and to provide coverage for staff on vacation. In the case of planned absences, we always have staff who are covering come to the site in advance to get up to speed on issues and operations; this time is not charged to the client.

The following table identifies key staff’s current project assignments and time commitments. This demonstrates our key staff are available now to assist the District, and will have the capacity to provide construction management and inspection services when construction begins later this year.

Key Staff	Current Project Assignments	Current Time Commitment
Dana Van Horn	<ul style="list-style-type: none"> <li>• FORA, Utility Capping Project, ends 8/2019</li> <li>• City of Seaside, Main Street Streetscape, ends 11/2019</li> <li>• MCWD, Inter-Garrison Road Pipeline, ends 11/2019</li> <li>• MCWD, The Dunes at Monterey Bay, ends 2020</li> <li>• MCWD, East Garrison Water and Sewer Lines, ends 2020</li> </ul>	27% (Reduced to 12% by 12/2019)
Patrick Imperatrice	<ul style="list-style-type: none"> <li>• FORA, Utility Capping Project, ends 8/2019</li> <li>• MCWD, Inter-Garrison Road Pipeline, ends 11/2019</li> <li>• MCWD, The Dunes at Monterey Bay, ends 2020</li> <li>• MCWD, East Garrison Water and Sewer Lines, ends 2020</li> </ul>	95% (Reduced to 20% by 12/2019)
Brian Schrepfer	<ul style="list-style-type: none"> <li>• Santa Cruz County, Pavement Rehabilitation (On-Call), ends 8/2019</li> </ul>	100% (Becomes fully available by 9/2019)



Installation of parallel domestic water and recycled water main pipelines for commercial improvements on The Dunes at Monterey Bay Phase 1B.

## PARTIAL LISTING OF LOCAL PROJECTS

### Marina Coast Water District

- Department of Defense VA Medical Clinic
- The Dunes at Monterey Bay - Phases 1B & 1C
- East Garrison Water and Sewer Lines Phases I, II, & III
- 1st Avenue Sewer Pipe Rehabilitation
- Watkins Gate Well #35 and Pipeline Inspection
- Seahaven 5A
- CSUMB Student Union
- CSUMB Academic Building 3 (A3)
- Marina Heights
- Junsay Oaks
- Promontory
- Rock Rose Gardens
- Inter-Garrison Road Pipeline

### City of Marina

- Former Fort Ord Redevelopment
- Public Works Staff Augmentation

### City of Seaside

- On-Call Civil Design and Project/Construction Management for Water and Wastewater
- Public Works Inspections

### Seaside County Sanitation District

- CIP Management
- 942 Angelus Way Sewer Pipeline Upgrade
- Military, Rosita and Del Monte Lift Station Upgrades

### City of Monterey

- Citywide Sewer Rehabilitation Program
- North Fremont Improvements
- 2009 Street Reconstruction
- Del Monte and Figueroa Signal Upgrade
- Del Monte/Pacific Intersection Improvements
- Mark Thomas Drive Sidewalk and Class 2 Bike Lane
- NIP/CIP Program Management Services
- Camino El Estero, Lighthouse Ave. and Prescott St. Resurfacing
- Removal of Communication Lines at the Presidio

### City of Soledad

- Reclaimed Wastewater Transmission Pipeline
- Regional Recharge Project
- 906 Front Street Water Line Project
- Well 6 and Well 9 Treatment System

### County of Monterey

- Staff Augmentation
- Pajaro Community Park

### And more...

- South County Regional Wastewater Authority, Wastewater Treatment Capacity Expansion Project
- City of Salinas, Main Street Streetscape Improvements
- City of Pacific Grove, Lighthouse Avenue Street Resurfacing
- City of Greenfield, Walnut Avenue Widening
- Transportation Agency for Monterey County (TAMC), SR-183 Railroad Crossing Overlay
- TAMC, Carmel Hill & River Bike Trail
- TAMC, Beach Range Road Multi-Use Trail
- TAMC, Commuter Rail







## H. SPECIFIC QUALIFICATIONS AND EXPERIENCE

### **On-Call Construction Management Services** **MARINA COAST WATER DISTRICT**

**Date Completed:** 2002–Ongoing

**Team Members:** Dana Van Horn, Patrick Imperatrice, and Carol Johnson

**Reference:** Brian True, Project Manager, 831.883.5937, btrue@mcwd.org

Harris has provided construction management, quality assurance inspection and staff augmentation services for District projects for 17 years. These projects include:



Harris observed the installation of distribution waterlines for the new Veteran's Administration Medical Clinic.

**Department of Defense VA Medical Clinic.** Harris inspected the installation of the potable/recycled water distribution and wastewater collection systems for the development of this world class Veterans Administration Medical Clinic. Our team observed the excavation and installations of distribution waterlines including fire hydrants and backflow preventers for the VA clinic. Our staff performed hydrostatic pressure testing for the water system including disinfection and bacterial tests with chain of custody.



Harris has inspected recycled and potable water and wastewater distribution systems for three phases of The Dunes on Monterey Bay.

**The Dunes on Monterey Bay – Phases 1B & 1C.** These phases of the “Dunes on Monterey Bay” development is a residential home construction in Marina, CA. The developer is responsible for installing water, irrigation, sewer and electrical infrastructure as well as roads and sidewalks to service the homes being built. Harris is providing inspection for the potable and recycled water distribution systems as well as the wastewater collection system for the three phases of development. This is a multi-phase development is comprised of 1,100 single-family homes, 150 apartments, parks, and commercial development. Inspection includes observation of pipe, connections bedding and backfilling for pipelines, mandrel and hydrostatic testing of sewer facilities and pressure and bacterial testing of potable distribution system.



Design and construction of the 1st Avenue Sewer Pipe Rehabilitation project was completed in under two months.

**1st Avenue Sewer Pipe Rehabilitation.** This fast-tracked project had a hard construction deadline to meet of the District would lose \$380,000 in funding. The District relied upon Harris to determine the best rehabilitation option for 1,000 feet of a

severely deteriorated 30-inch concrete sewer pipe, coordinate with a preselected contractor on the design parameters specific to their operations and expertise, and manage and QA the construction of the prime and subcontractors. Harris mobilized its design and CM groups and together met the aggressive deadline (less than two months) using cured-in-place pipe (CIPP) lining with a resin-impregnated felt to minimize costs and accelerated the construction.



Irrigation systems installed in residential parks at the East Garrison development met all State of California ordinances.

**East Garrison Water and Sewer Lines Phase II.** Harris is providing construction management support for the installation of water and sewer lines at the East Garrison development project at the former Fort Ord. The development build-out plan calls for 1,400 homes as well as a town center with 34,000 square feet of retail space, a 66,000-square-foot arts district in rehabilitated historic military buildings, neighborhood parks, open space and a community park.

**East Garrison Water and Sewer Pipeline Condition Assessment.** Harris provided an assessment of the water and sewer pipelines and related facilities constructed as part of the first phase of the East Garrison Project. During the economic downturn this developments was mothballed for several years. When the current developer resumed building, Harris documented the assessment of the in-place infrastructure by observing pressure testing of potable water lines and manholes; we also reviewed video footage of sanitary sewer lines to determine their condition. Our assessment included recommendations for repairs to facilities not meeting District standards such as out-of-round sewer pipe and manhole connections that require re-grouting.



Our quality assurance inspection services for these projects include:

- Inspect construction of new sanitary sewer mains, manholes and laterals.
- Inspect, observe and document pipe deflection, manhole leakage and pressure testing for the new sanitary sewer collection system.
- Inspect new water mains, service laterals and all other appurtenances.
- Inspect, observe and document hydrostatic testing and disinfection in accordance with the approved disinfection plan of the new water distribution system.
- Inspect construction of recycled water distribution lines. Observe and document cross connection testing.
- Identify potential issues during construction and work with District staff and the contractor for resolution.
- Verify contractor's compliance with the requirements in District's Procedures Guidelines and Design Requirements Manual in addition to the District Standard Details and the approved Project Plans.
- Prepare daily inspection reports and assist in developing project punch list(s) to verify quality and completeness in advance of project closeout and acceptance.

Harris is your trusted partner in implementing infrastructure and pipelines that comply with local, state and federal regulations for installation of recycled water and **conservation ordinances**. We developed a protocol to track meter and installation charges and provide notifications to the developer when they are out of funds. Dana Van Horn worked closely with the District to develop an efficient process for installation of water meters and established details for the District's design standards.

In a staff augmentation role, Patrick Imperatrice coordinates with your O&M staff and engineering division to add on new pipes for each completed phase of development at the former Fort Ord including, final testing and acceptance procedures. Our staff reviews the final house plans and inspects each house for compliance with conservation ordinances including verification of low flow fixtures and fixture counts.

**In addition to their technical competence, our staff has the specialized experience necessary to work on the former military base such as unexploded ordinance training.**



Eight-inch pipe bursting launch pit in Monterey.



Night work helped minimize impacts to traffic and the local community.

## Sewer Line Rehabilitation Program CITY OF MONTEREY

**Date Completed:** 2012–2017

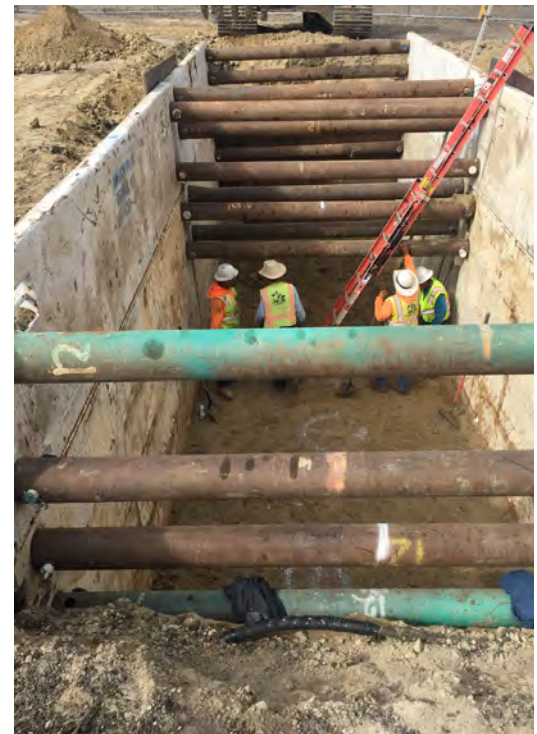
**Team Members:** Dana Van Horn, Patrick Imperatrice, Albert Mata, and Carol Johnson

**Reference:** Robert Harary, Former Public Works Director (Current DPW w/City of Carmel-by-the-Sea), 831.620.2021, rharary@ci.carmel.ca.us

The City of Monterey was under intense public scrutiny for sewage spills into the pristine Monterey Bay. Instead of a piecemeal approach, they acquired \$16.8 million from the State Revolving Loan fund, and have completed this multi-year program to evaluate and rehabilitate over 60,000 feet of sewers, 431 manholes, and seven pump stations.

This was a highly visible program which the entire community depended upon. The Harris team helped the City meet tight deadlines and minimize disruptions, especially in high tourist traffic areas. Community outreach was essential to inform the residential and commercial neighborhoods.

Harris provided program management, construction management, inspection, and design services for the rehabilitation of the City's sewer collection system. The program included major improvements to sewer pump stations, main lines, and manholes. Work included the rehabilitation of 22,000 feet of pipelines using trenchless technology, seven sewer lift stations, and 431 manhole structures. Working from an earlier master plan, Harris developed a decision matrix that prioritized deficient facilities to meet their funding budgets. The citywide sewer rehabilitation program has greatly reduced sanitary sewer overflows and improved the protection of environmentally sensitive creeks and the Monterey Bay.



## **Water/Sewer Program Management**

### **CITY OF SOLEDAD**

**Date Completed:** 2013–Ongoing

**Team Members:** Dana Van Horn, Carol Johnson, David Seanez, and Pacific Crest Engineering

**Reference:** Don Wilcox, Former Public Works Director (Currently Senior Civil Engineer w/MCWD), 831.883.5935, [dwilcox@mcwd.org](mailto:dwilcox@mcwd.org)

Over the last six years, Harris has received authorization on 90 task orders for water, sanitary sewer, and stormwater projects. Harris is currently preparing a Water Master Plan. This work built on the water system evaluation that was performed by Harris in 2015, as well as the current maintenance efforts associated with the City’s water wells and storage tanks. The primary tasks included GIS Mapping of the City’s water system; reviewing current water demands, developing projections and identifying patterns; preparing Capital Improvement Program with construction cost estimates and phasing.

Harris provided project management for the rehabilitation of Well 6 and Well 9 Treatment System. The Reclaimed Water Transmission Pipeline project is an example of how we protect the City’s interests. Our staff designed the transmission pipeline and we are currently managing the construction of this important infrastructure project. Harris also assisted the City with a successful grant application under the Prop. 1 Stormwater and Recycle Water Program so that the distribution of recycled water throughout the City can be appropriately planned.

A new flow meter and 3,200 LF of pipeline will be installed for Soledad’s reclaimed/ recycled water transmission pipeline.



August 23, 2019

Michael Wegley, PE, District Engineer  
Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933

**Revised Fee Proposal for The Regional Urban Water Augmentation Project –  
Recycled Water Distribution Mains Phase**

Dear Mr. Wegley:

Per your request, please find enclosed Harris & Associates' (Harris) revised fee proposal for The Regional Urban Water Augmentation Project – Recycled Water Distribution Mains Phase.

Please feel free to contact me if you have any questions. We look forward to continuing our relationship with the District.

Sincerely,  
**Harris & Associates, Inc.**

A handwritten signature in blue ink, appearing to read "G Sutor".

Glenn Sutor, PE  
Division President, Project/Construction Management  
916.296.4620  
[Glenn.Sutor@WeAreHarris.com](mailto:Glenn.Sutor@WeAreHarris.com)

**Marina Coast Water District  
Regional Urban Water Augmentation Project - Recycled Water Distribution Mains Phase**

**August 23, 2019**

**Construction Management & Inspection Fee Proposal - REVISED**

Project Schedule			2019	2020											
			Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Total Calendar Days			31	31	28	31	30	31	30	31	31	30	31	30	31
Total Work Days			21	22	19	22	22	20	22	23	21	21	21	19	21
Total Hours			160	168	152	176	176	160	176	184	168	168	168	152	168
Preconstruction															
Construction Phase															
Closeout															

Estimated Fees			Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Hours	
Position	Name	Rate	160	168	152	176	176	160	176	184	168	168	168	152	176		
Construction Manager/Resident Engineer	Dana Van Horn	\$200.00	80	50	50	46	53	53	48	53	55	50	50	75	40	704	\$ 140,760.00
Inspector (PW)	Patrick Imperatrice	\$185.00	80	133	121	141	141	128	141	148	134	134	134	40		1475	\$ 272,893.50
Inspector (non-PW)	Patrick Imperatrice	\$140.00		10	10	10	10	10	10	10	10	10	10	40	40	180	\$ 25,200.00
Inspector (PW)	Brian Schrepfer	\$185.00	80	158	142	166	166	150	166	174	158	158	158			1676	\$ 310,060.00
Inspector (non-PW)	Brian Schrepfer	\$140.00		10	10	10	10	10	10	10	10	10	10			100	\$ 14,000.00
Peak Inspector (PW)	TBD	\$185.00							176	184	126					486	\$ 89,910.00
SWPPP Review	TBD	\$185.00	2	2	4	4	4	2	2	2	2	2	2			28	\$ 5,180.00
Schedule Review	Albert Mata	\$150.00	40	8	8	8	8	8	8	8	8	8	8			120	\$ 18,000.00
Document Control/Labor Compliance	Carol Johnson	\$120.00	24	84	76	88	88	80	88	92	84	84	84	76	88	1036	\$ 124,320.00
																	<b>\$ 1,000,323.50</b>

Other Direct Costs																	
Materials Testing (DBE)	Pacific Crest Engineering	N/A															\$ 125,000.00
																Subconsultant with Markup @ 10%	\$ 137,500.00
																<b>Total ODCs</b>	<b>\$ 137,500.00</b>

**Total Estimated Fee = \$ 1,137,823.50**

**Notes and Assumptions:**

- Fees are based on a 10-month construction contract with NTP mid-December 2019 and substantial completion in October 2020.
- Fees are based on 8-hour working days, 5 working days per week.
- Fees include vehicles, personal protective equipment (PPE), and cell phones unless otherwise noted.
- Holidays include New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days), and Christmas.
- Should actual schedule require more or less construction management services than proposed, adjustments to this estimate will be required.
- Overtime, weather, holidays, and potential time extensions or delays will result in additional construction management efforts.





## **RANGE OF HOURLY RATES**

**Applicable to “Regional Urban Water Augmentation Project – Recycled Water Distribution Mains Phase” for Marina Coast Water District**

**Effective July 1, 2019 – December 31, 2020<sup>1</sup>**

<b><u>CONSTRUCTION MANAGEMENT</u></b>	<b><u>HOURLY RATE</u></b>
Construction Manager/Resident Engineer	\$200
Inspector <sup>2</sup>	\$185
SWPPP Reviewer	\$185
Schedule Reviewer	\$150
Document Control/Labor Compliance	\$120

<b><u>“PER MEETING COST”<sup>3</sup></u></b>	<b><u>PER MEETING RATE</u></b>
Construction Manager/Resident Engineer	\$800
Inspector	\$740
Document Control/Labor Compliance	\$480

**Notes:**

1. Rates are subject to adjustment due to promotions during the effective period of this schedule. A new rate schedule will become effective January 1, 2021 and on the 1st of January every year thereafter. Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).
2. Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.
3. Assumes one team member for four (4) hours. Cost includes meeting minutes. Since we are a local firm, there would be no travel/mileage costs incurred.
4. All subconsultant charges are subject to a 10% markup.

# **Regional Urban Water Augmentation Project Distribution Mains**

## **Engineering Services During Construction - Scope of work**

The purpose of this scope of work is to provide engineering services during construction (ESDC) of the RUWAP Distribution Mains. Carollo will provide ESDC including preparing conformed documents, attending construction meetings, submittal review, responding to contractor requests for information, reviewing change orders and providing design clarifications / modifications, providing record drawings, and administering the project.

### ***Task 1 - Conformed Documents***

Carollo will prepare conformed documents, including specifications and drawings. Carollo will provide MCWD with up to 10 sets of conformed documents (5 sets for MCWD/Construction Manager and 5 sets for the Contractor). Each set of conformed documents will include a set of specifications and full size drawings. Full sized drawings can be replaced with half size drawings if requested. Electronic copies of the will also be provided.

### ***Task 2 - Construction Meetings***

Carollo will attend the pre-construction meeting, construction scheduling meeting, and punch list review meeting in person. Carollo will attend weekly construction progress meetings (approximately 60 total) attending by phone and once a month in person. Carollo will also attend pre-trenchless construction meeting. It is anticipated the construction manager will prepare meeting agendas, minutes, and preside over the meetings.

### ***Task 3 - Submittal Review***

Carollo will review and comment on approximately 75 major submittals and 20 major resubmittals based on a review of the required submittals needing review by the Engineer in the contract documents.

### ***Task 4 - RFIs***

Carollo will review and comment on approximately 40 Requests for Information (RFIs).

### ***Task 5 - Design Clarifications and Change Order Review***

Carollo will prepare design clarifications as needed. Approximately 5 design clarifications have been budgeted. Carollo will also review and provide detailed comments and recommendations for approximately 5 change orders (or potential change orders).

### ***Task 6 - Record Drawings***

Carollo will provide record drawings for the project based on a as-built, red-lined drawings received from the Contractor. It is assumed a single set of red-lined drawings

will be provided to the Carollo and coordinated by the Construction Manager. Carollo will provide up to 5 full size drawings, an electronic pdf copy, and electronic AutoCAD files.

***Task 7 - Project Administration***

Carollo will monitor project progress, manage subconsultants, and prepare and submit monthly invoices and progress reports.

***Task 8 – Other Engineering Services, As Needed***

The purpose of this task is to provide additional services related to the project, which are not fully known or defined at this time. This may include support by a licensed land surveyor for land rights issues and have included Whitson Engineering as a subconsultant, if needed. We have provided for an allowance of \$25,000 to be used at the discretion of the District. Details of the specific scopes, budgets, and schedules for additional services under this task will be developed with MCWD prior to commencing work. No hours will be billed to this task without prior approval from MCWD.

**Regional Urban Water Augmentation Project - Distribution Mains**

Engineering Services During Construction - Fee Estimate

Task	Description	Carollo									Sub-consultants				Other Direct Costs		Totals	
		Principal (Prudhel)	PM (Marshall)	Lead Structural	Project Engineer	Asst Engr (Coulter)	CADD Tech	Clerical Support	Subtotals		PECE	Survey (Whitson)	Geotech (Crawford)	Subtotals	Markup	Misc. Costs and Printing	Travel	Total Cost
		\$285	\$265	\$265	\$245	\$175	\$188	\$118	Hours	Budget	\$12.00				10%			
1	Conformed Documents	0	8	0	0	16	40	16	80	\$14,328	\$960	\$0	\$0	\$0	\$0	\$2,000	\$0	\$17,288
2	Construction Meetings	32	240	0	0	120	0	0	392	\$93,720	\$4,704	\$0	\$0	\$0	\$0	\$0	\$0	\$98,424
3	Submittal Review	24	100	16	16	160	0	0	316	\$69,500	\$3,792	\$0	\$2,500	\$2,500	\$250	\$0	\$0	\$76,042
4	RFIs	8	40	8	8	100	0	0	164	\$34,460	\$1,968	\$0	\$0	\$0	\$0	\$0	\$0	\$36,428
5	Design Clarifications and Change Order Review	8	40	8	8	120	40	0	224	\$45,480	\$2,688	\$0	\$0	\$0	\$0	\$0	\$0	\$48,168
6	Record Drawings	0	8	0	0	16	80	0	104	\$19,960	\$1,248	\$0	\$0	\$0	\$0	\$1,000	\$0	\$22,208
7	Project Administration	16	48	0	0	0	0	0	64	\$17,280	\$768	\$0	\$0	\$0	\$0	\$0	\$0	\$18,048
8	Additional Services As Needed	0	0	0	0	0	0	0	0	\$0	\$0	\$5,000	\$0	\$5,000	\$500	\$0	\$0	\$25,000
Total Hours		88	484	32	32	532	160	16	1344									
Total Budget		\$25,080	\$128,260	\$8,480	\$7,840	\$93,100	\$30,080	\$1,888		\$294,728	\$16,128	\$5,000	\$2,500	\$7,500	\$750	\$3,000	\$0	\$341,606



## **Denise Duffy & Associates, Inc.**

PLANNING AND ENVIRONMENTAL CONSULTING

### **Amendment 7**

#### **Marina Coast Water District Regional Urban Water Augmentation Project – Distribution Laterals Construction Compliance Amendment to Existing Agreement**

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**To:** Don Wilcox, District Engineer  
**Date:** August 20, 2019  
**Client:** Marina Coast Water District (MCWD)  
**From:** Matt Johnson, Denise Duffy & Associates (DD&A)  
**Ref:** 2017-42  
**Subject:** Amendment for Services for the Regional Urban Water Augmentation Project –  
*Distribution Laterals Construction Compliance*

---

**Purpose:** This letter requests and, if acceptable, authorizes DD&A, Inc. to perform the work described below for the budget allocated. This additional scope of work and budget is an amendment to the original agreement, as of the date shown below. If the additional work specified is deemed acceptable, please sign below and return to DD&A.

**Discussion:** Denise Duffy & Associates, Inc. (DD&A) will provide environmental services for the Water Distribution Laterals Construction Compliance (project) of the Regional Urban Water Augmentation Project (RUWAP). This SOW includes compliance with the Mitigation Monitoring and Reporting Program (MMRP) approved by the MCWD Board of Directors on October 27, 2004 and the Biological Opinion (BO) issued by the US Fish and Wildlife Service (USFWS) on November 24, 2009. The SOW also includes the preparation of an environmental compliance overview document and compliance monitoring.

Terms: All other terms and conditions of the original agreement shall remain unchanged.

Submitted by:

\_\_\_\_\_  
DD&A Project Manager

08/21/2019

\_\_\_\_\_  
Date

Accepted by:

\_\_\_\_\_  
MCWD

\_\_\_\_\_  
Date

**Marina Coast Water District**  
**Regional Urban Water Augmentation Project – Distribution Laterals Construction Compliance**  
**Amendment 7**

Denise Duffy & Associates (DD&A) is currently under contract with the Marina Coast Water District (MCWD) to provide biological/construction monitoring support and environmental compliance services for the Regional Urban Water Augmentation Project (RUWAP) – Distribution Laterals Construction Compliance. This document provides a Scope of Work (SOW) and Cost Estimate for environmental compliance and mitigation monitoring services for the project. Where appropriate, this SOW identifies the various project deliverables that will be completed for clarification purposes. This SOW includes compliance with the Mitigation Monitoring and Reporting Program (MMRP) approved by the MCWD Board of Directors on October 27, 2004 and the Biological Opinion (BO) issued by the US Fish and Wildlife Service (USFWS) on November 24, 2009. The SOW also includes the preparation of an environmental compliance overview document and compliance monitoring. A description of the tasks and assumptions used to develop the Cost Estimate is provided below. This SOW and corresponding Cost Estimate provide funding through pre-construction and construction phases of the project which is assumed to last for one year. If it is determined that the construction phase extends beyond one year or that post-construction services are required for compliance, an additional SOW and Cost Estimate may be required.

**TASK 1: Pre-Construction Phase**

As part of this task DD&A would be responsible for developing a program to document compliance with the various mitigation measures and compliance with the BO. Additionally, DD&A would be responsible for providing the format, process, and templates for compliance verification, as well as templates for specific technical reports to be prepared by others (i.e., Contractor) as detailed below. DD&A proposes to provide biological surveys, construction contractor education training, and pre-construction monitoring services. This SOW assumes that the DD&A NRD will be responsible for providing the biological services necessary to ensure compliance with the MMRP and the BO. In addition, DD&A Natural Resource Division would also be responsible for providing technical guidance and ensuring that the applicable protocols are followed.

**1.1 Project Initiation/Environmental Compliance Overview**

As part of this initial task, DD&A will meet with MCWD to refine the scope, confirm roles, and discuss initial agency and consultant coordination regarding mitigation monitoring and condition compliance. DD&A will compile mitigation measures and supporting documentation to create a comprehensive Mitigation Matrix. This matrix will be used for the purposes of monitoring and documenting compliance with the mitigation measures identified in the MMRP and measures identified in the BO. The matrix will also identify measures according to their temporal (e.g., pre-construction, on-going, etc.) and spatial requirements.

DD&A will also conduct an initial pre-construction site visit with the Contractor, and other technical sub-consultants to confirm project assumptions and work plan, as well as identify applicable MMRP and BO requirements (in mapping format and database format, if necessary). DD&A will provide one point of

contact for on-going communication. On-going coordination is a critical component of ensuring that the applicable mitigation measures have been satisfied in accordance with the requirements of the MMRP and the BO.

DD&A will prepare any required CEQA documentation for a section of pipeline that was not included in the original project description. MCWD determined that the area of impact has increased near Research Drive in Marina (via email correspondence 7/9/2019). DD&A will determine if additional CEQA documentation is needed to remain in compliance and prepare the documentation for MCWD approval.

- *1.1.1 Project Initiation - It is anticipated that DD&A will participate in the kick-off meeting with the construction Contractor. As part of this task, the obligations of each party (i.e., MCWD, DD&A, Construction Manager, and Contractor) will be identified. In addition, this task includes identifying and confirming specific mitigation measures and conditions that apply to this project component.*
- *1.1.2 Environmental Compliance Plan (ECP) Overview - DD&A will prepare an overview document for this project component that will include a summary of required environmental compliance activities and plan submittals and a summary of the approach to management of environmental compliance activities and reporting. The ECP document will also include the excel database of all MMRP and BO requirements (the Matrix described above) specific to the project. Important contact information for the project will also be included in this document. The ECP and the Matrix will provide guidance for MCWD and Contractors, as well as information on agency and project contacts. After review by MCWD and DD&A will update the ECP and compile in a booklet or binder format for MCWD and Contractors.*

*Deliverables:* Matrix, Draft and Final Environmental Compliance Plan Overview, including two hardcopies of the ECP Overview

## **1.2 Employee Education Program**

DD&A will implement an Employee Education Program. Prior to mobilization and other ground disturbing activities, DD&A will conduct an Employee Education Program to educate personnel involved in the project about the biological resources that occur or potentially occur on the site. The education program will include: 1) the appropriate access route(s) in and out of the construction area and the review of project boundaries; 2) how a biological monitor will examine the area and agree upon a method which would ensure the safety of the monitor during such activities; 3) the special-status species that may be present; 4) the specific mitigation measures that will be incorporated into the construction effort; 5) the general provisions and protections afforded by the USFWS; and 6) the proper procedures if a special-status species is encountered within the site. The Employee Education Program will identify specific biological requirements applicable to the project. A project pamphlet or fact sheet conveying this information will be prepared for distribution and a sticker will be given to each worker that receives training. This task assumes that DD&A will be responsible for conducting the Employee Education Program as part of initiation prior to the start of construction-related activities. Additional Employee Education Programs that may be required during the course of the construction phases will be included as part of task 2.1 Construction Phase Monitoring.

*Deliverables:* Employee Education Program (Project Pamphlet or Fact Sheet)

### **1.3 Pre-Construction Biological Surveys, Meetings, and PM**

Pre-construction clearance surveys shall be conducted by a qualified biologist for component-specific species and habitats as directed by the MMRP and the BO. Survey methodology will be consistent with the requirements of the environmental documentation. Pre-construction survey reports describing the results of the surveys shall be provided to the project proponents prior to any ground disturbing activities. The report shall include but is not limited to: 1) a description of the species observed, if any; 2) map of the location, if observed; and 3) recommended avoidance and minimization measures, if applicable. The sub-tasks below provide a description of the necessary biological surveys for the Water Distribution Laterals.

This task will involve periodic coordination and strategy calls with MCWD and project partners to coordinate information exchange, discuss/refine project submittal information, and work with the internal team to address project needs.

- *1.3.1 Pre-construction burrowing owl surveys (Mitigation Measure 4.4-R2).*
- *1.3.2 Pre-construction raptor, coast horned lark, and loggerhead shrike nest survey (Mitigation Measure 4.4-R5, Mitigation Measure 4.4-R6).*

*Deliverables:* Pre-construction survey reports (one draft and one final).

### **1.4 Preparation and Review of MMRP Compliance Plans**

- *1.4.1 Traffic Control Plan Review and Approval*

DD&A will be responsible for reviewing supporting documentation prepared by the Contractor on behalf of MCWD. Documents prepared by others will be reviewed by DD&A and compliance memoranda will be issued to document compliance. Pursuant to the requirements of the MMRP, a Traffic Control and Safety Assurance Plan must be prepared and submitted to MCWD for review and approval.

- *1.4.2 CDFW Memorandum of Understanding*

Mitigation Measure 4.4-R18 requires that a Memorandum of Understanding (MOU) with CDFW shall be obtained for a qualified biologist to remove and relocate black legless lizards, coast horned lizards, and globose dune beetles from the construction area if encountered during construction activities. DD&A will prepare and submit the MOU materials to CDFW for approval prior to the start of construction. The MOU shall include, but is not limited to, the methods of capture and an estimation of the number of individuals expected to be captured and handled, the duration of capture and handling, and a description of the established relocation area.

- *1.4.3 Revegetation Plan*

DD&A will prepare a Revegetation Plan in accordance with the requirements of the MMRP to revegetate and restore impacted habitat. This plan will include a list of appropriate species, planting specifications, monitoring procedures, success criteria, and contingency plan if success criteria are not met.

- *1.4.4 Rare Plant Restoration Plan (If Necessary)*

If the results of the pre-construction survey effort determine that a Rare Plant Restoration Plan is necessary to remain in compliance, DD&A will prepare the plan for MCWD approval. The plan shall include, but is not limited to, the following:



- a description of the baseline conditions of the habitats within the area of impact, including the presence of any special-status plant species, its locations, and densities;
- procedures to control non-native species invasion and elimination of existing non-native species within the area of impact;
- provisions for ongoing training of maintenance personnel in implementation of the plan;
- a detailed description of on-site and off-site restoration areas, salvage of seed and/or soil bank, plant salvage, seeding and planting specifications; and
- a monitoring program that describes annual monitoring efforts which incorporate success criteria and contingency plans if success criteria are not met.

*Deliverables:* Compliance memoranda; CDFW MOU materials, Revegetation Plan (Draft and Final).

*Optional deliverable:* Rare Plant Restoration Plan (Draft and Final).

## **TASK 2: Construction Phase**

This task would entail construction monitoring as well as on-going documentation of the status of MMRP and BO requirements using the matrix. This task also includes DD&A's management of the contract, scope, Cost Estimate, and schedule with MCWD for all the work completed. This also includes overall coordination with larger interagency and community teams, specifically, those not involved in mitigation monitoring and environmental compliance directly. DD&A will prepare regular progress status reports throughout the duration of the project. This task includes additional DD&A services to respond to various requests for information, confirmation of project area, mitigation, and miscellaneous services tasks. Each sub-task is individually discussed below.

### **2.1 Construction Phase Biological Monitoring, Meetings, and PM**

As part of this task, DD&A biologists will be responsible for on-going monitoring during construction activities near sensitive habitats, including habitats for special-status species, to ensure implementation of mitigation measures and construction best management practices. The DD&A biologist will survey the work area prior to construction activities to identify if any sensitive biological resources are present before equipment mobilizes. DD&A will consult with all applicable environmental documentation prior to the initiation of construction activities to determine the necessary measures (fencing installation, clearance surveys, flagging, nest deconstruction, establishment of avoidance buffers, etc.). During initial ground disturbance, if not already on site, DD&A biologist will be contacted if special-status species are located in the project area by construction personnel. If construction personnel observe special-status species in the work area, work in the immediate area shall cease and personnel will contact the DD&A biologist or quickly relay the information through approved channels (e.g., through the construction foreman). The DD&A biologist will have authority to stop construction activities and develop alternative work practices, in consultation with construction personnel and resource agencies, if construction activities are likely to impact special-status species or other sensitive biological resources.

This task will involve periodic coordination and strategy calls with the MCWD and project partners to coordinate information exchange, discuss/refine project submittal information, and work with the internal team to address project needs.

*Deliverables* Monthly Biological Monitoring Work Logs

## **2.2 Condition Compliance Documentation (Construction Phase)**

Throughout the construction phase, DD&A will generate compliance memoranda to document that all MMRP and BO requirements have been met. In addition, DD&A will maintain and update the matrix developed in **Task 1.1** during construction. This will entail compiling monitoring logs and weekly reporting data, as well as documenting material submitted on behalf of the MCWD. This information will be disseminated into the matrix and consolidated to enable consistent and reliable external reporting. DD&A will review, update, and manage the compliance plan matrix as needed to assess the compliance status of individual requirements and identify action items and responsibility on a daily basis.

*Deliverables:* Updated Matrix, Compliance Memoranda

## **TASK 3: Compliance with State Revolving Fund Requirements**

### **3.1 Compliance with State Revolving Fund Requirements**

The project is being partially funded by the State Revolving Fund (SRF) program, which is implemented by the by the State Water Resources Control Board (SWRCB). SRF requirements include oversight of mitigation compliance by SWRCB staff. As part of this task DD&A will:

- Coordinate with SWRCB staff;
- Create a file sharing site for the transmission of condition compliance documentation to SWRCB staff and SRF compliance personnel;
- Provide Quarterly Environmental Compliance Reports to MCWD for submittal to SWRCB; and
- Respond to periodic questions and requests for assistance from agencies.

### **Assumptions for Water Distribution Laterals Project**

The following assumptions were used in preparing this SOW and Cost Estimate:

- All the tasks and sub-tasks identified within the scope will involve periodic coordination and strategy calls with the MCWD and project partners to coordinate information exchange, discuss/refine project submittal information, and work with the internal team to address project needs.
- The areas of impact/affect and project descriptions will not change such as that new or revised biological resources investigations would be required.
- A portion of the RUWAP biological monitoring tasks relies on data and mapping provided by MCWD and engineers. This scope and proposed schedule assume timely review by MCWD; and submittal of needed information. DD&A assumes that we will have timely receipt of review comments within a one to 14-day period of request for review of document, depending upon the length of the document. Timely responses to information

requests are assumed to be within three to four working days or to be within requested timeframes in order to meet critical construction schedule.

- Technical analyses and responses assumed to be prepared by consultants or agency staff members that are not under contract to DD&A are assumed adequate. Delays in providing these documents could cause delay in the completion and/or submittal of DD&A deliverables.
- DD&A reserves the right to reallocate labor and/or direct expenditures between tasks to ensure the successful completion of the scope of work.
- Since the construction for each lateral is not expected to begin on the same date DD&A has budgeted for multiple pre-construction survey efforts for the start of each geographically separated lateral component of the larger project.
- The above SOW covers work from for a construction phase up to one year. Biological monitoring beyond one year may require a Cost Estimate amendment.
- DD&A assumes progress meetings and attendance by two DD&A staff members, either in person or via conference call for six meetings, as part of the pre-construction phase of the project. During construction, DD&A assumes weekly progress meeting attendance by one DD&A staff member for 52 meeting events @ 1.5 hours per meetings.
- DD&A assumes a minimum of one site visit per week during construction.
- DD&A assumes that pre-construction surveys will only be conducted once, lapses in project inactivity that result in the need for multiple pre-construction survey efforts will require a Cost Estimate amendment.
- Post-construction environmental support may be required if the optional Rare Plant Restoration Plan is required or as part of the Revegetation Plan. Any post-construction environmental services may require a budget amendment.
- DD&A assumes the following weekly hours by key staff for Task 2.1.

Key Staff	Hours Per Week	Total Weeks	Total Hours
Senior Environmental Scientist	2	56	112
Associate Planner/Scientist	1	56	56
Assistant Scientist	6	56	336

### Cost Estimate

*Attachment A* provides the cost estimate to provide planning and environmental services for the pre-construction and construction phases of the project for a construction duration of one year.

# **Attachment A**

## **Cost Estimate**

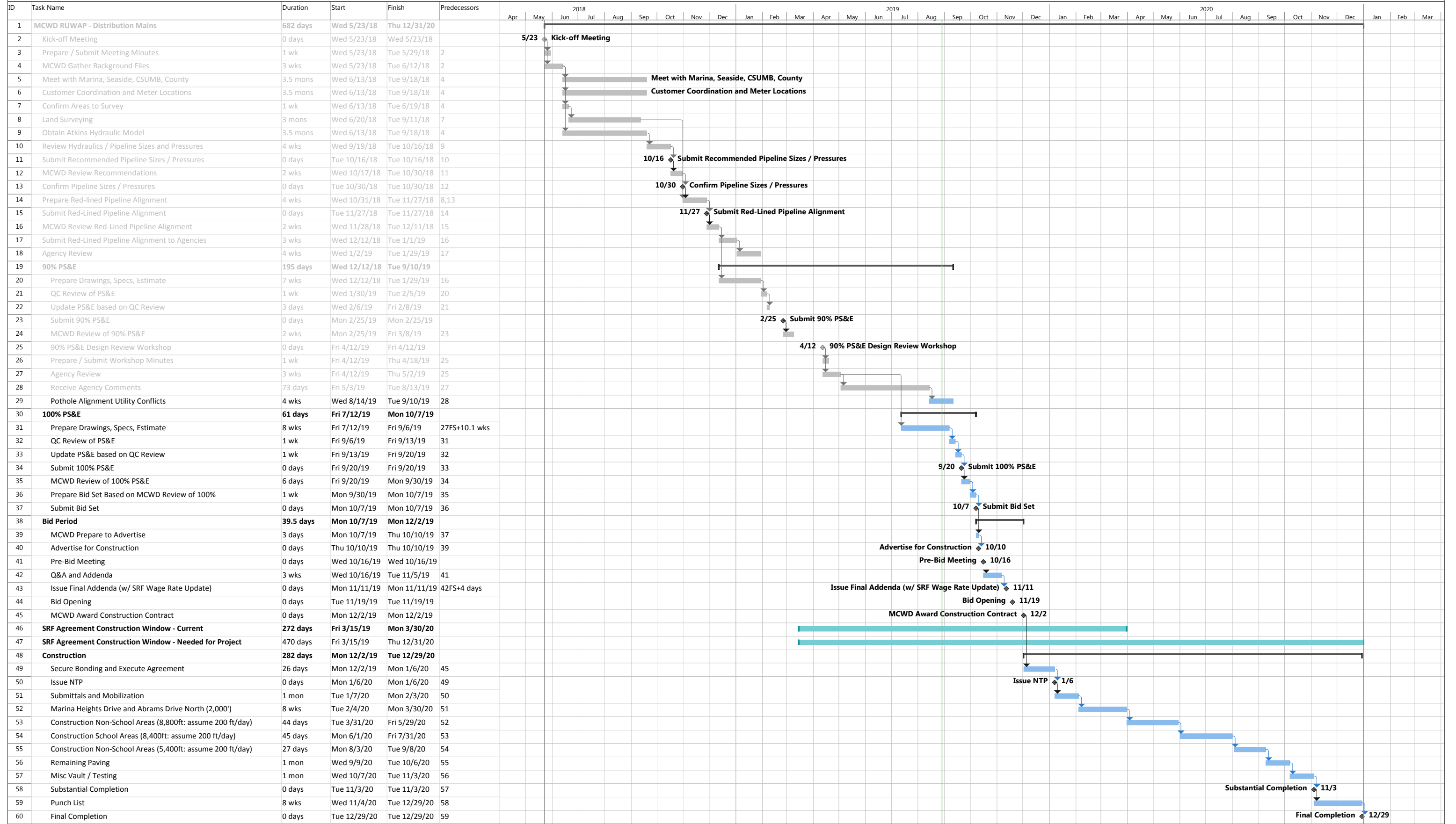
## Denise Duffy & Associates' Cost Estimate for RUWAP Distribution Laterals Construction Compliance

		DD&A Labor Costs	Principal	Senior Environmental Planner/Scientist	Associate Planner/Scientist	Assistant Scientist	GIS Specialist II	Graphics	Admin		Expenses		Task Total
			\$ 225	\$150	\$108	\$97	\$103	\$79	\$63			<i>Subtask</i>	
<b>1.0</b>	<b>Pre-Construction Phase</b>												<b>\$ 50,413</b>
<b>1.1</b>	<b>Project Initiation/Environmental Compliance Plan</b>	-	-	-	-	-	-	-	-		\$ -	\$ 9,104	
1.1.1	Project Initiation	\$ 3,694	4	8	10	4			2		\$ 50		
1.1.2	Environmental Compliance Plans (ECP) Overview	\$ 5,310	4	8	18	8	2	2	2		\$ 50		
<b>1.2</b>	<b>Employee Education Program</b>	\$ 3,956	2	6	16	4	2	2	2		\$ 100	\$ 4,056	
<b>1.3</b>	<b>Pre-Construction Biological Surveys, Meetings, and PM</b>	-	-	-	-	-	-	-	-		-	\$ 11,006	
1.3.1	Pre-construction burrowing owl surveys	\$ 6,040		8	24	16	4	2	2		\$ 100		
1.3.2	Pre-construction raptor, coast horned lark, and loggerhead shrike nest survey	\$ 4,766		8	14	14	4	2	2		\$ 100		
<b>1.4</b>	<b>Preparation and Review of MMRP Compliance Plans</b>	-	-	-	-	-	-	-	-		-	\$ 26,247	
1.4.1	Traffic Control Plan Review and Approval	\$ 2,340	2	4		12			2		\$ 50		
1.4.2	CDFW Memorandum of Understanding	\$ 8,016	4	10	24	24	4	2	2		\$ 50		
1.4.3	Revegetation Plan	\$ 8,351	4	12	20	20	10	5	2		\$ 100		
1.4.4	Rare Plant Restoration Plan (If Necessary)	\$ 7,240		16	24	16	4	2	2		\$ 100		
<b>2.0</b>	<b>Construction Phase</b>												<b>\$ 74,416</b>
<b>2.1</b>	<b>Construction Phase Biological Monitoring, Meetings, and PM*</b>	\$ 61,232	10	112	56	336	16	16	10		\$ 2,000	\$ 63,232	
<b>2.2</b>	<b>Condition Compliance Documentation (Construction Phase)</b>	\$ 11,134		24	24	36		4	18		\$ 50	\$ 11,184	
<b>3.0</b>	<b>Compliance with State Revolving Fund Requirements</b>												<b>\$ 14,868</b>
<b>3.1</b>	<b>Compliance with State Revolving Fund Requirements</b>	\$ 14,768	2		100	20		12	10		\$ 100	\$ 14,868	
	<b>TOTAL</b>		<b>32</b>	<b>216</b>	<b>330</b>	<b>510</b>	<b>46</b>	<b>49</b>	<b>56</b>		<b>\$ 2,850</b>		<b>\$ 142,547</b>

**\*Key Staff for Task 2.1 - Construction Phase Monitoring Breakdown by Week**

Senior Environmental Scientist - 2 Hours per Week X 56 Weeks  
 Associate Planner/Scientist - 1 Hour per Week X 56 Weeks  
 Assistant Scientist - 6 Hours per Week X 56 Weeks

**Marina Coast Water District - Regional Urban Water Augmentation Project**  
Distribution Mains - Final Design



Project: MCWD RUWAP Distrib Date: Thu 8/29/19

Task Split Milestone Summary Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks External Milestone Deadline Progress Manual Progress

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 10-C

Meeting Date: September 16, 2019

Prepared By: Don Wilcox

Approved By: Keith Van Der Maaten

Reviewed By: Michael Wegley

Agenda Title: Consider Adoption of Resolution No. 2019-69 to Award an Engineering Professional Services Agreement to Whitson Engineers toward Design of the South Boundary Road Water Line Project

Staff Recommendation: Staff recommends that the Board of Directors adopt Resolution No. 2019-69 to award an Engineering Professional Services Agreement to Whitson Engineers in the total not-to-exceed dollar amount of \$67,700 toward Design of the South Boundary Road Water Line Project, and Authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to these resolutions.

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

Under the terms of the Fort Ord Base Reuse Plan (BRP), FORA is obligated to provide certain traffic and transportation projects including their South Boundary Road (SBR) Improvements Project to mitigate the impacts attributed to the reuse of the former Fort Ord. The FORA Board set SBR as the first priority transportation project in their FY 2019-20 Capital Improvement Program. The District's South Boundary Road Pipeline Project is sequenced to coincide with FORA's SBR Improvements Project.

The Del Rey Oaks Zoning Map is attached, and a representative from Del Rey Oaks was invited to tonight's MCWD Board meeting to address development timing as related to water service needs from this pipeline, and answer questions the MCWD may have. The South Boundary Road Pipeline is Project # OW-0202 in the District's FY 2019-2020 Budget and 5-year Capital Improvement Program.

Discussion and Analysis: The District has planned and budgeted for the planning, design and construction of approximately 7,300-LF of 24-inch potable water pipeline in SBR to serve Del Rey Oaks and Monterey. The District's recent new Master Plan details the length of 24-inch pipe needed for this project as 8275-LF. This additional length of pipe would provide for the extension of the District's 24-inch pipe in General Jim Moore Blvd (GJMB) from where it currently ends to the intersection of SBR. That distance is currently approximately 450-LF, however the concept design for the new intersection of GJMB and SBR moves that intersection approximately 260-LF north of the existing intersection, which would lessen the extension of the District's 24-inch water line in GJMB to 190-LF to connect with the new alignment of SBR. 8275-LF of new 24-inch pipe also allows for extension of the new water main in SBR to beyond Rancho Saucito Road a distance not yet determined.

On August 31, 2017, FORA completed a solicitation for statements of qualifications from the professional engineering community as necessary to continue their implementation of the FORA CIP. Whitson was selected as the most qualified team by a panel comprised of staff representatives from Del Rey Oaks, Seaside, Monterey and FORA. On November 17, 2017, the FORA Board entered into a Master Services Engineering and Design Services Contract with Whitson and approved a service Work Order with Whitson for South Boundary Road Design and Engineering Services.

Since FORA's procurement process also satisfies the District's procurement requirements for Professional services, it is in the best interest of the District to utilize FORA's selection of Whitson Engineers to perform Design Services for the District's South Boundary Road Water Line Project.

Therefore, staff is recommending that the Board adopt a resolution awarding an Engineering Design Professional Services Agreement to Whitson Engineers in the total dollar amount not-to-exceed \$67,700. The Scope of Services shall be to provide support services for final design of the South Boundary Road Potable Water Pipeline as more specifically described in Whitson's attached Proposal for Engineering Services.

This project is further described in the April 2019 MCWD Water Master Plan Table 8.2, Project OP-27 with 100% suggested cost allocation from Future Users. Capacity Fees will be collected from the area served to reimburse the District for project costs.

Environmental Review Compliance: In May 2010, FORA issued a Public Notice of Intent to adopt a Mitigated Negative Declaration (MND), and a Finding of No Significant Impact (FONSI) for their South Boundary/Gigling Road Improvement Project, which included utility improvements. In August 2010, the FORA Board completed the NEPA/CEQA process by approving CEQA findings for the MND, adopting the MND, approving the Mitigation Monitoring and Reporting Program and approving the Project Findings, authorizing the South Boundary Road (and Gigling Road) Improvements to move forward as projects (see Attachment 2 – FORA CEQA Findings).

Financial Impact:  X  Yes      \_\_\_\_\_ No      Funding Source/Recap: The Board approved South Boundary Road Pipeline Project budget includes an allowance of \$2,500,000 to cover planning, design and construction costs.

Other Considerations: Approve the resolution and authorize the General Manager accordingly to give effort to the approved resolution or provide staff direction regarding the unapproved resolution.

Material Included for Information/Consideration: Resolution No. 2019-69; Attachment 1 – Pipe Locations; Attachment 2 – FORA CEQA Findings; Attachment 3 - Proposal and Fee Estimate from Whitson Engineers; and Attachment 4 – Del Rey Oaks Zoning Map.

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

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Board Action

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

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

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



September 16, 2019

Resolution No. 2019-69  
Resolution of the Board of Directors  
Marina Coast Water District  
Awarding a Professional Services Agreement with  
Whitson Engineers for Engineering Design of the  
South Boundary Road Water Pipeline

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 16, 2019, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, under the terms of the Fort Ord Base Reuse Plan, Fort Ord Reuse Authority (FORA) is obligated to provide certain traffic and transportation projects to mitigate the impacts attributed to the reuse of the former Fort Ord; and,

WHEREAS, South Boundary Road is the FORA Board’s first transportation capital improvement project priority; and,

WHEREAS, FORA’s South Boundary Road Project does not include water utility improvements; and,

WHEREAS, under the terms of the 1998 Water and Wastewater Facilities Agreement, MCWD will cause to be planned, designed, and constructed such additional water and sewer facilities as FORA, in consultation with MCWD, reasonably determines are necessary for the service area; and,

WHEREAS, the District has budgeted for the planning, design and construction of a 24-inch potable water pipeline in South Boundary Road to serve Del Rey Oaks and Monterey; and,

WHEREAS, this project is further described in the April 2019 MCWD Water Master Plan Table 8.2, Project OP-27 with 100% suggested cost allocation from Future Users; and,

WHEREAS, Capacity Fees collected from the development area served adjacent to South Boundary Road, including within the Cities of Del Rey Oaks and Monterey, to reimburse the District for project costs; and,

WHEREAS, it is in the District’s best interest to construct a water line in South Boundary Road as a part of FORA’s road improvement project; and,

WHEREAS, this project will require the services of a professional engineer to prepare conformed specifications and drawings from the design and bidding process; and,

WHEREAS, on November 17, 2017, the FORA Board entered into a Master Services Engineering and Design Services Contract with Whitson and approved a service Work Order with Whitson for South Boundary Road Design and Engineering Services; and,

WHEREAS, it is in the best interest of the District to utilize FORA's selection of Whitson Engineers to also perform Design Services for the District's South Boundary Road Water Line Project; and,

WHEREAS, staff recommends the award of a Professional Services Agreement to Whitson Engineers for Engineering Design of the South Boundary Road Water Line.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby Award a Professional Services Agreement to Whitson Engineers for the South Boundary Road Water Line Project for the total not-to-exceed dollar amount of \$67,700; and,

BE IT FURTHER RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on September 16, 2019, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

\_\_\_\_\_  
Thomas P. Moore, President

ATTEST:

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-69 adopted September 16, 2019.

\_\_\_\_\_  
Keith Van Der Maaten, Secretary



**Exhibit A**  
**Attachment to Agenda Item 4; August 13, 2010 Board Meeting**

**CEQA FINDINGS**  
**(South Boundary Road/Gigling Road Improvement Project)**

1. **Finding:** The environmental Initial Study and proposed Mitigated Negative Declaration have been prepared in compliance with the requirements of the California Environmental Quality Act (CEQA).
2. **Finding:** On the basis of the whole record before the Fort Ord Reuse Authority (FORA) Board of Directors, there is no substantial evidence that the project will have a significant effect on the environment.
3. **Finding:** The environmental Initial Study and Mitigated Negative Declaration (MND) reflect the FORA Board of Directors' independent judgment and analysis.
4. **Finding:** In accordance with the requirements of CEQA Guidelines Sec. 15073, FORA prepared and distributed a proposed Mitigated Negative Declaration, along with the environmental Initial Study, to all appropriate responsible and trustee agencies for review and comment. These included the California Department of Fish and Game; California Department of Parks and Recreation, Office of Historic Preservation; California Department of Transportation, District 5; California Regional Water Quality Control Board, Region 3; Fort Ord – Inter-Agency Coordinated Resource Management Planning Group; Governor's Office of Planning and Research (State Clearinghouse); Presidio of Monterey Directorate of Environmental and Natural Resources; U.S. Army Corps of Engineers; U.S. Department of Defense, Base Realignment and Closure (BRAC); U.S. EPA, Region IX; U.S. Fish and Wildlife Service; Association of Monterey Bay Area Governments; City of Del Rey Oaks Planning Department; City of Monterey Planning Department; City of Seaside Planning Department; County of Monterey Planning and Building Inspection Department; County of Monterey Public Works Department; Monterey Bay Unified Air Pollution Control District; and the Transportation Agency of Monterey County. In addition, the document was distributed to organizations which had expressed an interest in the proposed including the local chapter of the California Native Plant Society, the Ventana Chapter of the Sierra Club and Landwatch of Monterey County.

6. **Finding:** The Initial Study and proposed Mitigated Negative Declaration were completed and were filed, along with a Notice of Availability (NOA) /Notice of Intent to Adopt (NOI) and a Notice of Completion (NOC), with the Governor's Office of Planning and Research, State Clearinghouse on May 28, 2010. The proposed Negative Declaration briefly described the proposed project and location and indicated that the Initial Study was available, where it was available, how long it was available for public review, together with the deadline for submittal of comments on the Initial Study and proposed Mitigated Negative Declaration. A Notice of Availability and Notice of Intent to adopt a Mitigated Negative Declaration was also published in the *Monterey County Herald* on May 29, 2010.
7. **Finding:** Copies of the Initial Study and proposed Mitigated Negative Declaration were made available at the FORA offices in Marina and the Monterey County Free Library at 550 Harcourt Street in Seaside.
8. **Finding:** A public review period of thirty one (31) days commenced on Friday, May 28, 2010 and ended on Monday, June 28, 2010. Two comment letters were received on the Mitigated Negative Declaration/Initial Study during the public review period. One letter was from the City of Monterey dated June 28, 2010 and one letter was from LandWatch Monterey County dated July 10, 2010.
9. **Finding:** The Mitigated Negative Declaration contains all the necessary components of a Negative Declaration pursuant to Section 15071 of the CEQA Guidelines, including the following:
  - (a) A brief description of the project, including a commonly used name for the project, if any;
  - (b) The location of the project, preferably shown on a map (contained in Initial Study), and the name of the project proponent (FORA);
  - (c) A proposed finding that the project will not have a significant effect on the environment;
  - (d) An attached copy of the Initial Study documenting reasons to support the finding; and

(e) Mitigation measures included as part of the project to avoid potentially significant environmental effects (contained in Initial Study).

10. **Finding:** The FORA Board of Directors has considered the potential significant environmental effects presented in the Initial Study and finds that the potentially significant environmental effects presented in the Initial Study resulting from implementation of the proposed project could be reduced to a less than significant level. This shall be done through implementation measures presented in the Mitigated Negative Declaration. Said mitigation measures shall be incorporated into the project plans and specifications; each mitigation measure will incorporate a monitoring program by identifying the party(s) responsible for implementation and monitoring the requisite mitigation measures.
11. **Finding:** No new information of substantial importance to the proposed project covered in the Initial Study has become available that was not known and could not have been known at the time the Mitigated Negative Declaration was adopted.

### ***Significant Adverse Environmental Impacts and Mitigation Measures of the Proposed Project***

The Initial Study included an analysis and evaluation of the potential significant environmental effects of the proposed project and recommended mitigation measures to avoid or reduce the potential significant environmental effects to a less than significant level.

The FORA Board of Directors finds that, for each significant adverse impact identified in the Initial Study, changes or alterations have been incorporated into the proposed project which avoid or substantially reduce the significant adverse environmental impacts to a less- than-significant level. As used in these findings, the term “less than significant” means a level that is not significant and does not exceed any of the checklist’s thresholds.

Each of the proposed mitigation measures contained in the Initial Study and Mitigated Negative Declaration has been made a condition of the project. Additionally, in conformance with Public Resources Code Section 21081, a monitoring program has been prepared that identifies the party(s) responsible for implementation and monitoring of the mitigation measures.





August 29, 2019

Project No.: 3685.07

Donald Wilcox  
MARINA COAST WATER DISTRICT (MCWD)  
2840 4<sup>th</sup> Ave  
Marina, CA 93933  
Via email: [DWilcox@mcwd.org](mailto:DWilcox@mcwd.org)

Re: South Boundary Road Water Main Extension  
MCWD OW-0202 / O-P27  
7,700 feet from General Jim Moore Blvd to Rancho Saucito Lane  
Proposal for Civil Engineering Services

Mr. Wilcox,

Thank you for the opportunity to provide MCWD with a proposal for Civil Engineering Services in conjunction with the South Boundary Road Water Main Extension Project (MCWD CIP OW-0202 / O-P27). It has been a pleasure discussing the scope of work with you and we look forward to continue to work with the District. As you are aware, Whitson Engineers is currently under contract with the Fort Ord Reuse Authority (FORA) for the design of the new roadway, so our transition to this phase of work should be seamless.

We understand the Water Distribution Pipeline Project is to include approximately 7,700 feet of domestic water main along the new South Boundary Road from the existing 24-inch stub location at General Jim Moore Blvd to Rancho Saucito Lane near Ryan Ranch. This proposal assumes that MCWD will stipulate to Whitson Engineers the appropriate water main sizes and materials that are to be specified on the plans and that the future roadway alignments planned by FORA will not change from the current 60% design.

Attached you will find our detailed Scope of Services, Fee Summary, and Hourly Rate Schedules for your consideration.

We look forward to the opportunity to work with MCWD on this project and continue our services in this area. If you have any questions or need more information, please contact me at (831) 649-5225 or at [ahunter@whitsonengineers.com](mailto:ahunter@whitsonengineers.com).

Sincerely,  
Whitson Engineers

A handwritten signature in blue ink, appearing to read 'Andrew Hunter', is written over a light blue horizontal line.

Andrew Hunter PE | Principal  
RCE 67730



## ATTACHMENT 'A'

### SCOPE OF SERVICES

To Provide Civil Engineering Services for:

South Boundary Road Water Main Extension Project  
Marina Coast Water District  
7,700 feet from General Jim Moore Blvd to Rancho Saucito Lane  
Del Rey Oaks/Monterey, CA

#### Task 1 – Preliminary Engineering and Land Surveying

- 1.1 Project Initiation / Scope Development
  - a. Coordinate and meet with Marina Coast Water District (MCWD) staff to develop and refine the specific Scope of Services for this phase of work, identify data needs, and confirm deliverables, schedules, and commitments.
  - b. Review with MCWD staff the project design parameters including specific limits of work, pipe sizes, alignment standards, pipe material, cover requirements, valve placement, stub locations, Cal-Am connections (if any) and fire hydrant needs.
- 1.2 Supplemental Topographic Field Survey
  - a. Based on field markings provided by MCWD, survey the existing 24-inch water main stub location and other nearby utilities at General Jim Moore Blvd near the new South Boundary Road intersection.
  - b. Supplement existing topography utilized for the FORA road project on an as-needed basis in order to complete the design. (1 day of a 1-person crew has been budgeted for Task 1.2)

#### Task 2 – Design Engineering

- 2.1 60% Improvement Plans
  - a. Amend the FORA South Boundary Road 60% Improvement Plans to include the subject pipeline. New 60% plans shall include the following information:
    - i. Revised Cover Sheet with Notes, Index, and Legend;
    - ii. Typical Utility Sections and MCWD construction details for the

- subject pipelines; and
  - iii. Pipe Plan and Profile Layouts and existing utility locations.
  - b. Prepare a Preliminary Engineer's Estimate of Probable Cost for the proposed pipeline improvements.
  - c. Submit 60% plans and estimate to MCWD staff for review.
- 2.2 90% Improvement Plans
- a. Revise and refine the 60% Improvement Plans based on comments from MCWD staff, in conjunction with preparing 90% roadway plans for FORA. Plans shall be expanded to a 90% level to include the following additional information:
    - i. Conformance to existing improvements at connection points;
    - ii. Pipe profiles expanded to include invert and crossing details;
    - iii. Plan views expanded to include station and offset data;
    - iv. Pipe materials and quantities included;
    - v. Sheet specifications;
    - vi. Earthwork calculations for the subject pipelines to account for trench spoils; and
    - vii. Refined Water Pollution Control Drawings with construction related BMPs specific to the pipeline project.
  - b. Submit 90% plans to MCWD staff for review.
- 2.3 Final Improvement Plans
- a. Revise the 90% Improvement Plans based on comments from MCWD staff and prepare final construction drawings in conjunction with the FORA 90% roadway plans.
  - b. Prepare a Final Engineer's Estimate of Probable Cost for the proposed pipeline improvements.
- 2.4 Stormwater Pollution Prevention Plan (SWPPP).
- a. Update the FORA project SWPPP to include a Linear Underground Project (LUP) for coverage under the State Construction General Permit.

### Task 3 – Miscellaneous Tasks

- 3.1 Meetings and Project Coordination
- a. Whitson Engineers shall attend up to four (4) coordination meetings as requested with MCWD staff to review pipeline plans (in addition to Task 1.1). Additional meeting attendance shall be billed on a time-and-materials basis.
  - b. Whitson Engineers shall provide Project Management Services to include Client and Agency communication, consultant coordination, quality control reviews, scheduling, contract management and administration.
- 3.2 Miscellaneous Tasks and Exhibits
- a. Perform miscellaneous tasks and prepare miscellaneous exhibits as requested by MCWD (Time and Materials).

#### Task 4 – Construction Phase Services

- 4.1 Construction Administration (when requested)
  - a. Respond to questions from bidders and prepare clarifications/interpretations for MCWD to issue as Addenda. Prepare Addenda in electronic format as required by MCWD.
  - b. Review product submittals, shop drawings and substitution requests if requested by MCWD.
  - c. Assist MCWD with the interpretation of the construction documents. Prepare written clarifications/bulletins as required in electronic format as requested by MCWD.
  - d. Following receipt of Liability release signed by Contractor, provide copies of construction documents for use as backgrounds on Contractors shop drawings, in AutoCAD format, with MCWD approval and engineer stamps removed.
  - e. Perform site observations as necessary of the construction activities for general conformance with the contract documents. Written Field Reports of each visit shall be submitted to MCWD. Four site visits are included in this Scope of Services; additional site observations required by MCWD shall be billed on a Time and Materials basis.
  - f. Review Contractor Change Order Proposals as requested by MCWD. Provide written evaluation of change order costs proposed by Contractor.
  - g. Conduct a final site investigation and issue a written punch list to the MCWD, if requested.
- 4.2 Record Drawings
  - a. Upon completion of roadway construction, Whitson Engineers shall compile and prepare a signed set of Record Drawings (per Contractor mark-ups and plan revisions brought to the attention of the engineer) of the project in electronic file (PDF) in AutoCAD format.

#### Task 5 – Reimbursable Expenses

- 5.1 Printing and Computer Plots.
- 5.2 Delivery Services and Fed Ex
- 5.3 Computer Disks / Files for Others
- 5.4 Mileage
- 5.5 Other Tasks Requested by Client or Agencies

#### Assumptions:

1. This pipeline project will be based on the June 2019 Fort Ord Reuse Authority (FORA) South Boundary Road 60% submittal Improvement Plans prepared by Whitson Engineers. The extents of the project will not exceed the limits of those plans or the limits of the existing EA/IS documents for South Boundary Road and General Jim Moore Boulevard.
2. This proposal is for one phase of work only and will include delivery of three full sized sets (including electronic PDF files) of Improvement Plans for the three identified submittals (60, 90 & 100%).
3. The alignment and profile for the future South Boundary Road condition will not change and will match the Construction Drawings referenced above as prepared by Whitson Engineers for FORA.
4. Pipe sizes and materials will be modeled and specified by MCWD. Whitson Engineers shall assume no responsibility for the adequacy of the mains to meet the anticipated water demands.
5. This proposal is for work to be performed up through 2020. Work beyond this shall incorporate Cost of Living Adjustments which shall be equal to the Consumer Price Index. Cost of Living Adjustments to occur annually starting on January 1, 2021. Adjustments shall be applied to the outstanding balance of the contract.

#### Exclusions:

The following work is specifically excluded from the Scope of Services:

1. Payment of governmental or agency fees.
2. Obtaining title reports, or title fees.
3. Obtaining or coordinating utility service applications or encroachment permits
4. Tree location surveys.
5. Soil Management Plans.
6. Traffic Control Plans.
7. Water modeling or water demand analyses.
8. Environmental Services.
9. Bid Phase Services.
10. Construction Staking.
11. Qualified SWPPP Practitioner Services (QSP) including stormwater monitoring and inspections.
12. Record of Survey, Legal Descriptions or Plat Maps, Property Monumentation Map, As-Builts, or setting of monuments or property corners.
13. Any work not specifically included in the above Scope of Services.

Please note that upon your request, we could provide the above services at an additional cost.

**Attachment 'B'**  
**Fee Summary**

**South Boundary Road Water Main Extension Project - 7,700 LF**  
**Marina Coast Water District**  
**Del Rey Oaks/Monterey, CA**

<u>Description of Work</u>	<u>Estimated Fee</u>
<b>1. Preliminary Engineering and Land Surveying</b>	<b>\$ 9,900</b>
1.1 Project Initiation / Scope Development	\$ 4,400
1.2 Supplemental Topographic Field Survey	\$ 5,500
<b>2. Design Engineering</b>	<b>\$ 36,500</b>
2.1 60% Improvement Plans and Preliminary Cost Estimate	\$ 15,000
2.2 90% Improvement Plans	\$ 11,000
2.3 Final Improvement Plans and Cost Estimate	\$ 9,000
2.4 Stormwater Pollution Prevention Plan	\$ 1,500
<b>3. Miscellaneous Tasks (T&amp;M)</b>	<b>\$ 7,500</b>
3.1 Meetings and Project Coordination	\$ 5,000
3.2 Miscellaneous Tasks and Exhibits	\$ 2,500
<b>4. Construction Phase Services (T&amp;M)</b>	<b>\$ 12,500</b>
4.1 Construction Administration	\$ 6,500
4.2 Record Drawings	\$ 6,000
<b>5. Reimbursables (T&amp;M)</b>	<b>\$ 1,300</b>
5.1 Printing and Computer Plots	\$ 500
5.2 Delivery Services and Fed Ex	\$ 500
5.3 Computer Disks / Files for Others	\$ 100
5.4 Mileage	\$ 200
<b>Total Fee*</b>	<b>\$ 67,700</b>

\* Total includes budgets for Time and Materials (T&M) Tasks. Budget amounts shown for Time and Materials tasks are for budget purposes only and will be billed in accordance with the rates shown on the attached Hourly Rate Schedule. These amounts will not be exceeded without prior authorization.

## ATTACHMENT 'C'

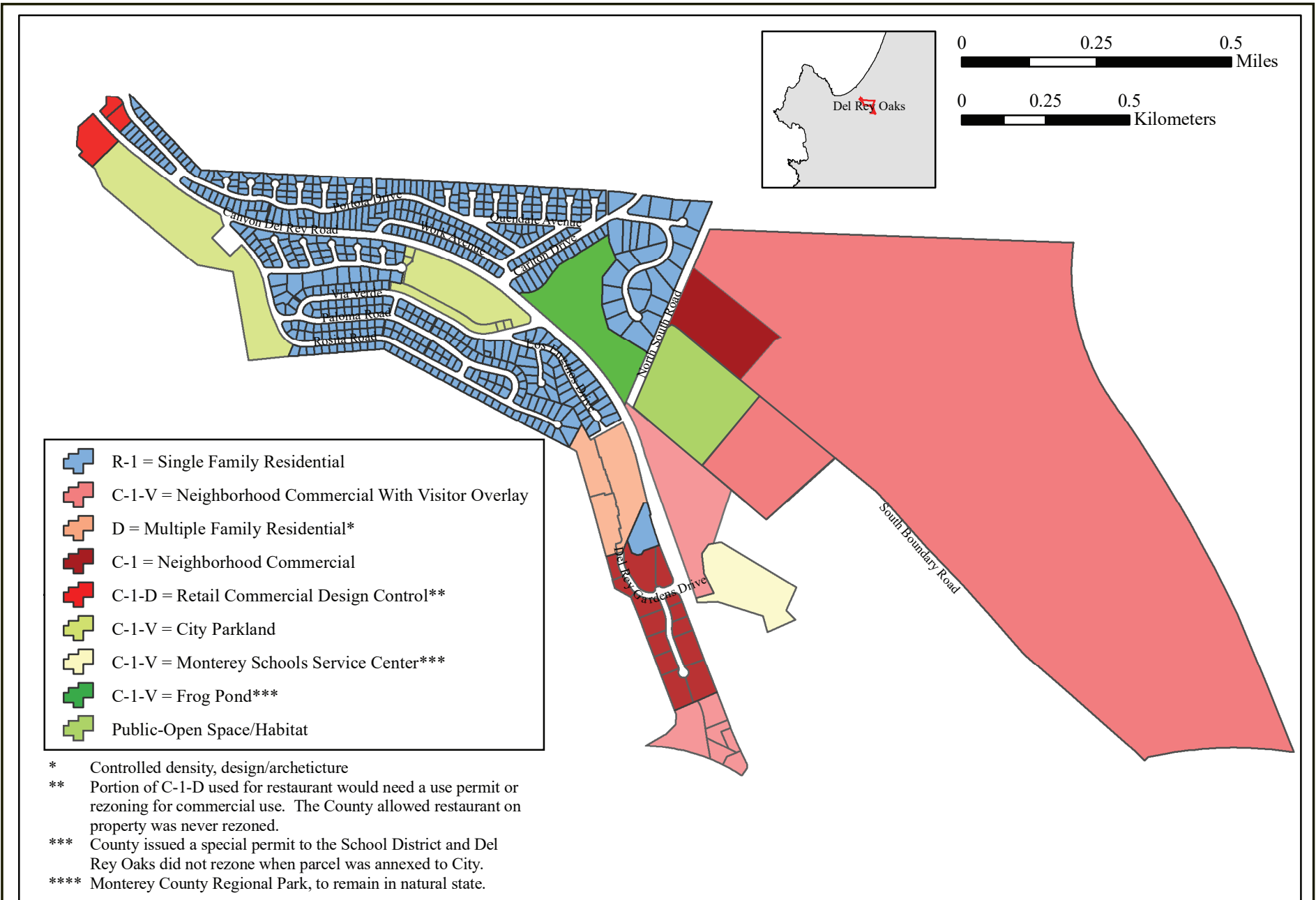
### HOURLY RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 230.00
Senior Civil Engineer	\$ 190.00
Senior Land Surveyor	\$ 190.00
Civil Engineer	\$ 170.00
Land Surveyor	\$ 170.00
Senior Associate Engineer / Surveyor	\$ 155.00
Associate Engineer / Surveyor	\$ 145.00
Assistant Engineer / Surveyor	\$ 125.00
Senior Engineering / Survey Technician	\$ 120.00
Engineering / Survey Technician	\$ 115.00
Administrative Support	\$ 75.00
Engineering Aide	\$ 65.00
Expert Witness / Court Hearing	\$ 325.00
Field Surveying*	
One Person Survey Crew (Prevailing Wage)	\$ 210.00
Two Person Survey Crew (Prevailing Wage)	\$ 350.00
Reimbursables	
Professional Services by Others	Cost Plus 10%
In-House Large Format Plotting / Copies (Black & White)	\$0.54 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.54/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 10%
Mileage	Per Current Federal Rate

\*Survey Crew rates are Prevailing Wage

#39

Rates effective January 1, 2019



Current Zoning Map for the City of Del Rey Oaks

Figure  
2

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 10-D

Meeting Date: September 16, 2019

Prepared By: Andrew Racz

Approved By: Keith Van Der Maaten

Reviewed By: Michael Wegley

Agenda Title: Consider Adoption of Resolution No. 2019-70 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement and Reimbursement Agreement between the Marina Coast Water District and the Marina Developers, Inc. for the Sea Haven Phase 3A Development Project

Staff Recommendation: The Board of Directors adopt Resolution No. 2019-70 approving a Water, Sewer and Recycled Water Infrastructure Agreement and Reimbursement Agreement between the Marina Coast Water District and the Marina Developers, Inc., a California Corporation for the Sea Haven Phase 3A Development Project.

Background: *5-Year Strategic Plan, Element No. 2 Infrastructure – Our objective is to provide a high quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards.*

The Marina Developers, Inc., a California Corporation (Developer) is preparing to continue development at the on-going Sea Haven (formerly Marina Heights) residential development project. This approximately 248-acre project is located within the incorporated City of Marina and in the Ord portion of MCWD's service area. The Developer is requesting MCWD to enter into this Water, Sewer, and Recycled Water Infrastructure Agreement (hereafter referred to as the Infrastructure Agreement, or IA) because of water, sewer and recycled water infrastructure needing to be installed that will most appropriately be owned, operated, and maintained by MCWD. The City of Marina serves as the land-use jurisdiction over this development project. The Developer has deposited monetary funds with MCWD to conduct the preliminary work of their proposed development; their development account is in good-standing.

The overall development is divided into five phases (Phase 1 through Phase 5). In November of 2007, MCWD entered into agreement with Cypress Marina Heights, LP (Cypress) to begin land development at Sea Haven. Cypress developed Phases 1 (arterial roadways and associated water/sewer infrastructure) and 2 (neighborhood roadways/infrastructure for the areas currently being built out with homes) for approximately 300 units. Marina Developers acquired Cypress's stake in the remaining phases (Phases 3-5) in May 2018 and began land development of Phase 5A earlier this year (phase development is occurring out of numerical sequence) for approximately 70 units. The next phase to be developed, Phase 3, covering an area of 50 acres will contain approximately 300 additional units when completed. Phase 3 is bounded by Marina Heights Drive on the south, California Avenue to the west and areas of Central Marina to the north. Phase 3A, comprising approximately the western half of Phase 3, will be developed first, with the eastern half (Phase 3B) to follow. A Site Map depicting the project site is included as the page in the Board Packet immediately after this item's proposed Resolution.



As per City of Marina Resolution 2004-41, adopted by City Council on March 3, 2004, to approve the supplement to the certified final EIR on the Marina Heights Specific Plan, the total Water Allocation for all development phases of the Development is 292.39 AFY. A December 2003 Water Supply Assessment for the Marina Heights project estimated an annual water use of 349.5-AFY serving 1,050 residential units and 4.5 acres of irrigated parkland and Home Owner Association (HOA) landscaping. As such, the Developer has been allocated sufficient water to continue development to approximately 84% buildout, as designed, or 878 residential units including parkland and HOA landscaping for the overall development. With just over 200 homes built, SeaHaven is currently at 20% buildout. The completion of Phases 5A and 3 will bring the development to approximately 60% buildout.

Discussion/Analysis: The Board of Directors is requested to approve this Infrastructure Agreement for the Sea Haven Phase 3A development project; the attached draft Infrastructure Agreement is based upon the most recent board-approved (October 2018) agreement with Marina Developers, Inc. for Sea Haven Phase 5A.

The new infrastructure being transferred to the District will be constructed within the public right-of-way, public utility easements, or within easements provided to MCWD by the Developer. The specific infrastructure proposed for transfer includes PVC potable water pipelines, PVC gravity sewer pipelines, associated sewer manholes, water valves, fire-hydrants, and other water and sewer appurtenances. An Engineer's Estimation of Probable Costs, to serve as a basis for preparing the Performance and Labor and Materials Bonds specified by this Infrastructure Agreement, will be provided as an initial step in the planning and design process.

There are several changes between this proposed Infrastructure Agreements and the October 2018 Phase 5A Infrastructure Agreement. The greatest differences may be found in newly-added Sections 3.2 and 3.3, which specifically address the need to replace/rehabilitate the Booker Lift Station and the sanitary sewer line feeding it, in order that it may serve the new development. These sections also establish the need for a separate Reimbursement Agreement between MCWD and the Developer regarding the funding of these improvements.

Yellow highlights in the attached draft Infrastructure Agreement (IA) show the differences between the proposed IA and the Board-approved 2018 IA for Sea Haven Phase 5A. All the additions (i.e. the differences that were added to the proposed IA document that are not within the previous IA) are highlighted. The deletions (from the previous IA) in the proposed IA may be discerned by the symbol of highlighted underscores. The proposed IA herein is substantially the same as the previous Board-approved IA for Sea Haven Phase 5A.

In addition to the Infrastructure Agreement, Marina Developers, Inc. will need to enter into a Reimbursement Agreement with MCWD as a condition of developing Sea Haven Phase 3A. The Reimbursement Agreement addresses funding for the construction of "out-of-tract" facilities, namely a sanitary sewer gravity main and lift station, which will be needed to serve the new development. Sanitary sewer flow generated by new homes in Sea Haven Phase 3A will flow to MCWD's existing Booker Lift Station. MCWD's 2019 Draft Sewer Master Plan identifies the Booker Lift Station as needing "major rehabilitation or replacement," and that "improvements should be coordinated with planning for the lift station service area." Replacing the Booker Lift Station has been identified as a safety priority by MCWD O&M, and MCWD's FY 2019-2020 CIP budget allocates \$525,000 for the project (OS-0152). Because the Developer has a concurrent need for a reliable modern lift station at the Booker site, it is appropriate that the Developer assume responsibility for a proportional share of the new lift station's cost. MCWD and the Developer

have agreed upon a cost share of 25% Developer/75% MCWD to fund the new lift station. The cost share split is based upon the proportion of lift station capacity that will serve the Sea Haven Development (25%), versus that portion serving other current (Marina High School, Veterans' Transition Center, etc.) and future customers (from whom MCWD recoups costs through sewer capacity fees). The Developer is working with MCWD to solicit bids for lift station design and will be responsible for overseeing lift station construction.

In addition to the Booker Lift Station replacement, the Reimbursement Agreement also requires the Developer to rehabilitate the existing sanitary sewer gravity main carrying flow from Sea Haven Phase 3A homes to the Booker lift station with CIPP (Cured-In-Place Pipe) liner. This pipeline rehabilitation solution will keep the existing line serviceable until it is realigned and replaced in its entirety, as part of any future development project to the west of California Avenue. Costs associated with CIPP will be borne entirely by the Developer, as this improvement solely benefits Sea Haven Phase 3A customers.

The Board of Directors is requested to approve this Reimbursement Agreement for the Sea Haven Phase 3A development project; the attached draft Reimbursement Agreement is based upon MCWD's 2006 board-approved reimbursement agreement for East Garrison, a development of comparable size and scope, particularly with respect to out-of-tract facilities.

Environmental Review Compliance: This Infrastructure Agreement is not a "project" under the California Environmental Quality Act (CEQA); this action is categorically exempt.

Financial Impact:       X   Yes            No     Funding Source/Recap: There is no financial impact.

Other Considerations: The Board may desire to consider other alternatives to adopting the motion as recommended by staff including:

1. Modifying or conditioning the action; or,
2. Direct further staff work; or,
3. Deny the action.

Material Included for Information/Consideration: Resolution No. 2018-70; Site Map; draft Infrastructure Agreement; and, draft Reimbursement Agreement.

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

---

Board Action

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

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

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

September 16, 2019

Resolution No. 2019 - 70  
Resolution of the Board of Directors  
Marina Coast Water District

Approving a Water, Sewer, and Recycled Water Infrastructure Agreement and  
Reimbursement Agreement Between Marina Coast Water District and Marina Developers, Inc.  
for the Sea Haven Phase 3A Development Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 16, 2019, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, the Marina Developers, Inc., a California Corporation (“Developer”) have coordinated with the District on their Sea Haven Phase 3A development project, consisting of new construction and related infrastructure, located within the former Fort Ord portion of the City of Marina; and,

WHEREAS, the City of Marina, acting as a land-use jurisdiction, has allocated by Resolution 2004-41 a water supply of 292.39-AFY, out of a total annual allotment of 1,175-AFY for incorporated former Fort Ord lands; and,

WHEREAS, the District and the Developer, are working cooperatively regarding proposed water, recycled water and sewer system improvements; and,

WHEREAS, the Reimbursement Agreement addresses funding for the construction of “out-of-tract” facilities, namely a sanitary sewer gravity main and lift station, which will be needed to serve the new development; and,

WHEREAS, the District and the Developer have agreed upon the proposed Water, Sewer and Recycled Water Infrastructure Agreement and desire to enter into same; and,

WHEREAS, the District and the Developer have agreed upon the proposed Reimbursement Agreement and desire to enter into same.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager to execute the Water, Sewer and Recycled Water Infrastructure and Reimbursement Agreements between the Marina Coast Water District and the Marina Developers, Inc., a California Corporation, for the Sea Haven Phase 3A development project and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED September 16, 2019, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_  
Noes: Directors \_\_\_\_\_  
Absent: Directors \_\_\_\_\_  
Abstained: Directors \_\_\_\_\_

\_\_\_\_\_  
Thomas P. Moore, President

ATTEST:

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-70 adopted September 16, 2019.

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

# MARINA COAST WATER DISTRICT

## Water, Sewer and Recycled Water Infrastructure Agreement

for

Sea Haven Phase **5A 3A**

DRAFT

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE  
AGREEMENT

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**DRAFT**

# WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_ 2019 (“Effective Date”), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and Marina Developers, Inc., a California Corporation, with its principal offices at 1446 Tollhouse Rd, Suite 103, Clovis, CA 93611, hereinafter called the "Developer" (collectively, the “parties”) The name of the Developer’s development that is the subject of this Agreement, is Sea Haven Phase **5A 3A**.

## 1. Definitions; District’s Role; Term of this Agreement.

1.1 **Definitions.** Whenever used in this Agreement, the following terms shall have the following respective meanings:

a. “Agreement” means this Water, Sewer and Recycled Water Infrastructure Agreement as it may be amended from time to time in accordance with the terms and conditions hereof.

b. “Booker Lift Station” means that certain lift station discussed in Section 3.2 and as shown in attached Exhibit E.

c. “Booker Sewer Line” means that section of the Booker Sewer Line discussed in Section 3.3 and shown in attached Exhibit F.

d. “City” means the City of Marina and/or the appropriate Agency of Land Use Jurisdiction.

e. “Contractor” means any contractor with which the Developer has a direct contractual relationship to perform any work under this Agreement.

f. “Development” means that certain property legally described in Exhibit “B” and shown on the map at Exhibit “C.”

g. “Facilities” shall mean those certain **District water and sewer infrastructure improvements and system provided for systems identified in this Agreement and the Improvement Plans For Sea Haven Phase 3A, prepared by C-3 Engineering dated June 24, 2019 as reviewed and approved by the District as part of its review of the Development plans.** Facilities shall include, but not be limited to, pipes, pumps, electrical and instrumentation and controls.

h. “Outage Plans”, discussed in Section 2.1.3, means a series of phased design and construction plans specifically outlining measures to protect, relocate, abandon and/or connect to existing MCWD water, sewer or recycled water infrastructure affected by planned or ongoing land development activity, while maintaining uninterrupted service to all current MCWD customers.



- i. “Procedures” means the District’s *Procedure Guidelines and Design Requirements*.
- j. “Standards” means the District’s *Standard Plans and Specifications for Construction of Domestic Water, Sewer, and Recycled Water Facilities*.
- k. “Water Allocation” means the total water allocated by the City/Land Use Jurisdiction for the Development as documented in Exhibit “A” and described in Exhibits “B” and “C”.
- l. “FORA” means Fort Ord Reuse Authority.
- m. “Reimbursement Agreement” means that certain document entered into between the District and Developer dated \_\_\_\_\_, 2019, regarding reimbursement and credits related to the Booker Lift Station.

1.2 **Allocation of Water Capacity for the Development.** The parties hereto expressly agree that as a condition precedent for the performance of the District’s obligations hereunder, the Developer must provide proof to the satisfaction of the District that the City has approved the allocation of water capacity for the Development from the water and recycled water capacity allocated to the City by the Fort Ord Reuse Authority (FORA). Notwithstanding, neither the City nor the District may approve water allocations that exceed the allocations set by FORA or other appropriate agency of land use jurisdiction. As per City of Marina Resolution 2004-41, adopted by City Council on March 3, 2004, to approve the supplement to the certified final EIR on the Marina Heights Specific Plan, the total Water Allocation for all development phases of the Development is 292.39 AFY. A December 2003 Water Supply Assessment for the Marina Heights project estimated an annual water use of 349.5-AFY serving 1,050 residential units and 4.5 acres of irrigated parkland and Home Owner Association (HOA) landscaping. As such, the Developer has been allocated sufficient water to continue development to approximately 84% buildout, as designed, or 878 residential units including parkland and HOA landscaping.

1.3 **Sewer Capacity.** The District provides sewer collection from customers and conveyance of those sewer flows to the Monterey Regional Water Pollution Control Agency’s (MRWPCA) Regional Interceptor System which discharges to the MRWPCA Wastewater Treatment Plant (WWTP). Capacity within the WWTP for the Development must be coordinated with MRWPCA. To the extent possible, the District will allocate its existing pre-paid WWTP Capacity to the Development. If additional WWTP Capacity is required for the Development, the Developer shall purchase the capacity from the MRWPCA at the Developer’s sole expense, and shall provide proof of payment for that capacity right to the District at the time the sewer infrastructure is conveyed. Furthermore, the Developer understands and agrees that nothing herein shall be construed as a representation of future sewer capacity by either City or District other than as currently established by the type and density of development as included in the FORA Consistency Determinations or other appropriate agency of land use jurisdiction.

1.4 **District’s Role.** The District’s role in the Development is to approve the plans for Facilities, inspect the construction of the Facilities, accept the transfer of the title to the Facilities, to maintain and operate the systems, and to serve the customers as set forth in Section 4, of this

Agreement. Upon completion of the Facilities described herein, the Developer shall dedicate all rights, title and interest in same to the District and the District shall accept and assume all rights, title and interest to such Facilities (District's "ownership").

1.5 **Term.** This Agreement commences upon the above Effective Date and shall expire (a) two (2) years thereafter or (b) upon completion by the Developer and acceptance by the District of all Facilities required by this Agreement and the required warranty period, whichever occurs first, unless terminated sooner as provided in section 17 of this Agreement.

## 2. Design and Construction Requirements

2.1 The Facilities shall be designed, constructed and be operable in strict accordance with the District's requirements, which shall be a condition of the District's acceptance of the Facilities under this Agreement. The District's requirements include, but are not limited to the following:

2.1.1 The Developer shall design and construct the Facilities in strict accordance with the District's most recent Procedures and Standards in effect at the time of construction, (contained in updated Procedures) and any other applicable State Regulatory Agency requirements, whichever are most stringent. Any conflict in Development requirements shall be addressed during the plan review process or at such other times as any such conflict is discovered. A licensed civil engineer registered in the State of California shall prepare all plans and specifications for the Developer.

2.1.2 The Developer shall comply with the District's most recent Procedures and the District's most recent Standards in effect at the time of construction when submitting project plans and specifications to the District for review and consideration for approval. The District's review shall commence after the District determines compliance with the District's Procedures regarding the submittals and any other applicable State Regulatory Agency requirements, whichever are most stringent. The District's review of the Development's plans and specifications shall commence after receipt of the initial deposit (see Paragraph 2.1.7). The District may approve plans concurrent with the City's approval.

2.1.3 The Developer understands and agrees that this Development overlies critical existing MCWD water and sewer infrastructure that will require relocation in order to facilitate the Development. The Developer further understands and acknowledges that this existing infrastructure cannot be allowed to fail or cease to provide water and sewer service at any time. As such, the Developer hereby acknowledges that "Outage Plans" shall be prepared by the Developer and accepted by MCWD as part of the project plans and specifications. The work described in the Outage Plans (water, sewer) is physically in phase 3B final map area but will be constructed and bonded for on the phase 3A improvement plans during the Phase 3A work timeframe (see Exhibit C). Further, no installation work for water and sewer infrastructure shall be allowed to proceed until the Outage Plan improvements have been approved by MCWD and put into implementation. All new and remaining infrastructure installed pursuant to the Outage Plans shall show protections and protected crossings from on-going work, in strict accordance with and as depicted on the Outage Plans. MCWD may require certain protections around manholes and valve covers until surface improvements are complete. Developer shall grant a temporary easement (maintenance and operational) to MCWD for the improvements that

will self-extinguish upon the acceptance of the Arroyo Drive right of way by the City of Marina as shown on the Phase 3B Final Map.

2.1.4 The Developer shall comply with the most recent District Code in effect at the time of construction including, but not limited to, section 4.28 *Recycled Water*. More specifically, section 4.28.010 *Applicability* states that “[T]his chapter applies to publicly owned properties, to commercial, industrial and business properties, and to other such properties as may be specified from time to time by Marina Coast Water District ...” Section 4.28 does not require the use of recycled water for irrigation to privately owned residential lots. Improvement plans for the Development must contain recycled water lines to serve common areas and other non-residential lot irrigation within the Development. The Developer and the District will cooperatively identify recycled water turnout location(s). The Developer will also install the lateral lines from each turnout. The Developer, or its successors or assignees (such as an owners’ association), will assist MCWD to obtain all required permits for the on-site use of recycled water. This shall include but is not limited to, complying with the California Department of Health Services, the State of California Regional Water Quality Control Board and other regulatory agency requirements prior to constructing any recycled water Facilities.

2.1.5 The District shall have the right to inspect the construction of the Facilities and verify that construction conforms to the Development plans and specifications. The District’s right to inspect extends to five (5) feet from the building exterior at the point where the utility enters the structure. The District shall also have the right to inspect special fixtures including, zero water use urinals, hot water recirculation systems, etc. The District’s right to inspect does not in any way eliminate or supersede any inspection obligations by the City. The District will inform the Developer of required field changes. The Developer shall be responsible for obtaining all easements outside publicly dedicated rights of way. Upon receipt of recorded private easements to serve the Development in accordance with the plans and specifications approved by the District, the District will quitclaim any easements not required to serve the Development and not required by the District.

2.1.6 All Facilities shall be tested to meet District requirements. No Facilities or portion thereof will be accepted without meeting all District test requirements. The District shall have the right to inspect work in progress in the construction of either in-tract or out-of-tract water, recycled water and sewer infrastructure Facilities or special fixtures, as described above.

2.1.7 The Developer agrees to pay all fees and charges, including additional plan check fees and construction inspection fees as required by the District for the Development. These fees will be determined by the District at the time the fees are due and payable. The District may also require a prepaid fee to cover staff time before preliminary level or concept level plan check begins. (See *Procedures* section 100.6.2) If the District Engineer determines consultant assistance is required for plan check review or portion thereof, the Developer agrees to prepay the additional plan check fees if that cost exceeds the balance on the initial deposit. The District shall obtain the Developer’s written approval for any costs in excess of this amount, for which approval shall not be unreasonably withheld. Upon the execution of this Agreement by both parties, the Developer shall deposit with the

District the applicable administration and plan check fees. Any surplus fees shall be returned to the Developer, or at the Developer's request, held by the District and used to pay subsequent fees, e.g., construction inspection fees.

2.1.8 The District shall require the construction inspection fee before undertaking a construction inspection review of the proposed Facilities. As a condition precedent to the District's obligation to undertake a construction inspection review of the proposed Facilities, the Developer shall provide to the District the construction inspection fee, which is currently five hundred dollars (\$500.00) per unit plus three percent (3%) of Facilities construction costs, pursuant to the Developer's Engineer's estimate. (See *Procedures* section 200.3.2) Any surplus inspection fees shall be returned to the Developer.

### 3. Existing Water and Sewer Infrastructure

3.1 The Developer will comply with the District's *In-Tract Policy* regarding any water, recycled water and sewer mains or appurtenances within the Development. The Developer, or its successors or assignees, shall assume all responsibility, and will hold the District harmless, for all water/sewer infrastructures within the Development boundaries that will be removed or abandoned by the Developer. Abandonment-in-place requires written approval by the District. The Developer shall be solely responsible for repair, replacement and maintenance of existing water and sewer Facilities to remain within the Development boundaries during the construction of the Development, regardless of whether the Facilities are for the benefit of the Development.

3.2 Booker Lift Station. District's Booker Lift Station, which serves a portion of the Development, needs to be replaced as further agreed in the Reimbursement Agreement.

Developer shall initially pay, subject to the Reimbursement Agreement for the design and construction of the Booker Lift Station.

Developer's initial occupancy of homes within the Development is not restricted by the completion of the Booker Lift Station. District acknowledges that the existing lift station can function for a period of time and that Developer may construct and occupy no more than fifty (50) homes in Phase 3A prior to completion of the Booker Lift Station.

3.3 Booker Sewer Line. District has determined that the Booker Sewer Line, must be rehabilitated with cured-in-place pipe lining ("CIPP") in order to adequately service the Development. Developer shall be responsible for the complete rehabilitation of the Booker Sewer Line with CIPP, at its sole, cost and expense. No water meter installation approval shall be issued prior to the completion of the Booker Sewer Line rehabilitation as described herein.

### 4. District to Serve Development

4.1 The District will deliver water, recycled water and provide sewer service to the Development after final Board Acceptance of the conveyance of the Facilities and final Board Acceptance of the Facilities (see *Procedures* section 300.25). Thereafter, the District will bill and

serve the end-user(s) directly, for water and sewer service at rates set for the District's Ord Service Area from time to time. The Developer shall pay the prepayment of applicable meter fees and Capacity Charges, cross connection charges, and all other applicable fees and charges for service on the former Fort Ord (or City, as the case may be). Once the applicable fees and charges are determined and paid in full, the District will immediately begin water service with the installation of the water meter(s). The District shall provide sewer service upon installation of water meters and payment of all applicable fees. The District's obligations in this section are subject to **the** District's rules, regulations, policies and ordinances, which may be updated from time to time. This Section 4, and **the** District's obligation to serve the Development shall survive termination of this Agreement.

## 5. Capacity Charge

5.1 The current capacity charges, as of July 1, **2018 2019** for water and sewer services are \$8,010 per EDU and \$3,322 per EDU, respectively. These charges are due prior the installation of water meters. The District Board of Directors reserves its right to review and revise these charges from time to time subject to applicable law and the District's approval procedures for such charges. **The** Developer agrees to pay the capacity charge in effect at the time of providing services.

## 6. Provision for Non-Potable Water Use

6.1 Based upon existing studies, the District does not have sufficient existing firm water supplies to meet the water demands of projected developments within the District's service area. The District has investigated a recycled water project, a desalination project, and a combination of those projects to meet future water demands within the District. Therefore, Improvement Plans must be compatible with and anticipate the availability of a non-potable water supply to serve common area open spaces within the Development, as permitted by applicable laws and regulations.

6.2 **The** Developer, and its successors or assignees (such as an owners' association), agrees to take recycled water for non-potable use if and when it becomes available. The District shall establish a separate cost for recycled water in the same manner that it establishes the cost of potable water. **The** Developer, or its successors or assignees agree that the District-established cost will be paid by the recycled water customers.

## 7. Licensed Contractor

7.1 The Developer, or his authorized representative (contractor, or subcontractors as the case may be) performing the work, shall be licensed under the provisions of the Business and Professions Code of the State of California to perform the specified work required for the Development. **The** District reserves the right to waive this requirement at its sole discretion where permitted under state statute.

7.2 The Developer, or its contractor, shall be skilled and regularly engaged in the installation of water, recycled and sewer systems. The District may request evidence that the constructing party has satisfactorily installed other projects of like magnitude or comparable difficulty. Upon

request, contractors must furnish evidence of their qualifications to do the work in a form suitable to the District prior to the commencement of any work on the Facilities.

## 8. Permits, Easements, and Related Costs

8.1 Except as otherwise provided in this Agreement, the Developer shall obtain all necessary local, county and state permits (including encroachment permits) and conform to requirements thereof. The Developer shall obtain all easements (excluding easements within existing public rights of way) necessary for ingress and egress to and from the Facilities for the purpose of installation, operation, maintenance, replacement and removal of said Facilities and for the location of the Facilities. Pipeline easements shall be 20 feet in width or as otherwise agreed by the District Engineer and Developer. Easements shall be in a form approved by the District and it shall be the Developer's responsibility to have the approved easements recorded. The Developer shall provide proof of recordation of the easements, in a form satisfactory to the District, prior to the District's obligation to provide any of the services contemplated by this Agreement.

## 9. Final Inspection and Reimbursement of District Costs

9.1 The District's Engineer must inspect completed Facilities, or portion thereof. The District will not accept any facility until its Engineer has given written approval that it satisfies the District's requirements. The Developer shall be responsible for all costs incurred by the District that are associated with interim and final inspection, completion, additional construction, and testing of the Facilities, subject to the limitations set forth in Paragraph 2 *Design and Construction Requirements*. The Developer shall reimburse the District for costs to correct any damages to Facilities related to the construction of the Development caused by the Developer or any authorized representative (developer's contractor). This reimbursement obligation is limited to the warranty period described in paragraph 15 *Warranties*. The Developer shall remit to the District prior to the conveyance of the Facilities to the District, payment of all costs due and unpaid under this Agreement over and above deposits previously paid to the District. If there are surplus deposit funds or any refunds due the Developer, then the District shall return to the Developer the amount of such surplus or refunds upon acceptance by the District of all Facilities required to be constructed under this Agreement.

## 10. District's Non-responsibility for Acts or Omissions of Developer, etc.; Developer Responsible for Verifying Underground Utility Lines and Surface Obstructions

10.1 The District is not responsible for, and does not assume any responsibility or liability whatsoever for, acts and omissions of the Developer, Developer's contractors or any contractor's subcontractors or suppliers at any tier during the design and construction of the Facilities. Any location of underground utility lines or surface obstructions given to the Developer or placed on the project drawing by the District are for the Developer's convenience, and must be verified by the Developer in the field. The District assumes no responsibility for the sufficiency or accuracy of such information, lines, or obstructions.

## 11. As-Built Plans, Specifications, Values, Etc.

11.1 The Developer shall, as a condition of the District's acceptance of the Facilities, provide to

the District in accordance with Section 400.13 of the *Procedures* the following:

11.1.1 One set each of Mylar drawing prints and AutoCAD digitized files of the improvement plans, which show all of the Facilities, and one hardcopy and one electronic copy of the specifications, and one hardcopy and one electronic copy of any contract documents used for the construction of the water, sewer and recycled water Facilities. Scanned and signed copies in Adobe Acrobat format are also required.

11.1.2 One hardcopy and one electronic copy of a complete, detailed statement of account, the form and content to be provided by the District at the time of conveyance, of the amounts expended for the installation and construction of the Facilities, with values applicable to the various components thereof, together with a list of any other materials and equipment (and their values) being transferred.

11.1.3 Any other documents required by Section 400.13 of the *Procedures*.

## 12. Indemnity, Insurance, and Sureties

12.1 **Indemnity and Insurance.** The Developer agrees to have every Contractor performing work on the Facilities fully comply with the all of the requirements in Exhibit D. To the extent that any indemnity or insurance coverage provided by any such Contractor does not fully indemnify the District for any and all claims as defined in Exhibit D, **the** Developer agrees to indemnify, hold harmless, and defend the District, its directors, officers, employees, representatives, and authorized volunteers. Coverages required by Exhibit D shall be maintained throughout the term of this Agreement. Every Contractor shall file with the District prior to the commencement of any work under this Agreement, and as policy renewals occur, Certificates of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in full force and effect.

12.2 **Performance and Payment Surety.** **The** Developer or its Contractor, as the case may be, shall furnish the District with a surety to secure the completion of and payment for the Facilities. The amount of the performance surety shall not be less than 100% of the District's estimate of the total cost to construct all of the Facilities required under this Agreement. The amount of the payment surety shall not be less than 100% of the District's estimate of the total cost to construct all of the Facilities required under this Agreement. The surety instrument shall be in a form satisfactory to the District such as a performance and payment bond, irrevocable letter of credit, cash deposit, or irrevocable construction "set-aside" letter. Such surety may include evidence that it was submitted to another public agency of an equivalent or greater amount covering the work to be done under this Agreement. Each surety must be authorized in the State of California to issue the surety instrument provided. All surety instruments signed by an agent must be accompanied by a certified copy of the agent's authority to act.

12.3 **Warranty Bond.** **The** Developer shall furnish the District with a Warranty bond or other surety instrument satisfactory to the District in the amount equal to twenty percent (20%) of the actual construction costs to secure the Developer's performance under Section 15, Warranties.

12.4 **Submittal of Insurance Certificates and Surety.** The required insurance certificates shall

be delivered prior to commencement of construction. The required performance and payment surety shall be delivered to the District prior to District approval of plans and specifications. No work may be commenced under this Agreement unless and until all required insurance certificates and performance and payment sureties are submitted to and approved by the District. The Warranty Bond shall be provided prior to the District's acceptance of the Facilities, and shall remain in effect for the duration specified in Section 15.1.

12.5 **Bond Duration.** The performance surety shall remain in effect until final acceptance of the Facilities by the District in accordance with Section 13.1. The payment surety shall remain in effect until the last of the following occur: (i) the statutory time has expired to commence a legal action on the payment surety and no legal action was filed, (ii) satisfaction of all judgments against the payment surety, and (iii) as otherwise provided by law. The Warranty Bond shall remain in effect until all warranty periods described in Section 15 have expired.

### 13. Transfer of Facilities to District after Completion

13.1 Upon completion of the Facilities described herein and the District's final inspection, the Developer shall dedicate and the District shall accept ownership of the Facilities, as provided in this Section 13.

13.2 The Developer shall prepare such documents which are reasonably necessary, but in a form and content acceptable to the District, for the transfer or dedication of the Facilities to the District. In preparation of such transfer documentation, the Developer shall execute and obtain all signatures of all other parties having any interest (including any Deed of Trust), and deliver such fully executed transfer documents to the District. This conveyance shall transfer unencumbered ownership of all Facilities required by this Agreement to the District together with all real property, interests in real property, easements and rights-of-ways (including any off-site easements or real property) other than those contained in public rights of way, and all overlying and other underground water rights that are a part of, appurtenant to, or belonging to the Development now or hereafter served by the water, sewer and recycled water Facilities that are necessary or appropriate in the opinion of the District for the ownership and operation of the Facilities. Provided all conditions set forth in this Agreement are satisfied, the District shall accept the conveyance. All costs of construction of the Facilities, for which the Developer is responsible, shall have been paid for by the Developer, the time for release of the payment surety under Section 12.5 shall have expired (or the Developer shall provide other security acceptable to the District), and the title to all of the Facilities and the interests in real property transferred shall be good, clear and marketable title, free and clear of all encumbrances, liens or charges. The Developer shall pay costs of any title insurance deemed necessary by the District and is reasonable and customary for the insured transaction type. All construction, including final inspection punch list items must be completed prior to transfer, and the transfer shall not be completed until the conveyance transferring the water, sewer and recycled water Facilities has been formally accepted by the District. After transfer, the District shall own and be free in every respect to operate and manage the Facilities and to expand or improve, or interconnect the Facilities with other adjacent Facilities, as the District deems appropriate in its sole discretion.

### 14. Developer Assistance

14.1 The Developer shall, both before and after the transfer, secure and provide any information



or data reasonably needed by the District to take over the ownership, operation and maintenance of the Facilities.

## 15. Warranties

15.1 The Developer hereby warrants that as of the time of the District's acceptance of the conveyance of the Facilities (or when **the** Developer thereafter completes the installation of any works or components subsequently installed, repaired, or replaced) the Facilities and all components thereof, will be in satisfactory working order and quality and free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier; and that the Facilities and all components thereof have been constructed and installed in compliance with all approved specifications and as-built plans being provided to the District, and in accordance with applicable requirements of the District and any other governmental agency having jurisdiction. The Developer also warrants that as of the time of the District's acceptance of the conveyance of the Facilities (or when **the** Developer thereafter completes the installation of any works or components subsequently installed, repaired, or replaced) the Facilities will operate in good and sufficient manner for the purposes intended for a period of one (1) year from the date of acceptance ("Warranty Period") The Developer shall remedy at the Developer's expense any failure to conform with any applicable requirement of the District, by any Contractor or any subcontractor or supplier at any tier, or any defect. If the Developer fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice by the District or any other person or entity, the District shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Developer's expense and the Developer shall indemnify **the** District for all such costs (including **the** District's own labor costs) incurred. The Warranty Period shall be extended for a period of ~~180 days~~ **one (1) year** from the date any new Facilities are, during the Warranty Period, re-installed, repaired., or replaced and inspected and accepted by the District, as to the specific portion of the Facilities which are re-installed, repaired or replaced.

15.2 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Agreement, the Developer shall:

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the District, if directed by the District; and
- (3) Enforce all warranties for the benefit of the District, if directed by the District.

In the event any warranty under this section has expired, the District may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

15.3 This Section 15 shall not limit the District's rights under the law with respect to latent defects, gross mistakes, or fraud.

## 16. No Water, Recycled Water and Sewer Service Prior to Completion and

## Transfer

16.1 The Developer shall not allow any occupant or person to commence operations or use of any part of the Facilities without the express written consent of the District. Such consent may not be unreasonably withheld. The District may impose conditions or restrictions upon any consent to such prior service, such as posting a surety bond. The District recognizes that the Development, and hence the Facilities, may be built, accepted and transferred in multiple phases. Notwithstanding any of the foregoing, the Developer may use the Facilities before they are accepted for fire protection and construction purposes in all phases, subject to satisfaction of applicable testing.

## 17. Performance

17.1 The Developer agrees to promptly design and construct the Facilities and, transfer the same to the District in accordance with the terms of this Agreement. If construction of the Facilities have not been completed by Developer and accepted by the District within twenty four (24) months from the date of execution of this Agreement (such date may be extended for delays beyond the Developer's control and without the fault or negligence of the Developer or any Contractor or subcontractor or supplier at any tier, but in no event shall such delay exceed twelve (12) additional months), the District shall have the option to terminate this Agreement. If construction on any phase is not complete within twenty-four months or as extended as provided above, then an Amendment to this Agreement will be necessary to address each such phase, which shall incorporate the policies, fees and charges of the District then in effect as of the effective date of said Amendment. Subsequent phases also may at the District's discretion be addressed by Amendment(s) to this Agreement.

17.2 Until the completion and final acceptance by the District of all the work under and implied by this Agreement, the Developer will require the work to be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

## 18. Assignment

18.1 Neither party may assign their rights or obligations under this Agreement within its term without the written consent of the other party.

18.2 Provisions of water delivery, recycled water delivery, and sewer service will be deemed assigned to each property owner upon acquisition of his/her commercial and/or residential unit in the Development. Upon assignment, the Developer's responsibilities relating to recycled water Facilities, use and approvals will become the assignee's responsibility. This provision will cease to have any effect when the District accepts title to the water Facilities or the Agreement is terminated.

19. Dispute Resolution Procedure - Disputes arising under this Agreement shall be resolved as provided in this section.

19.1 **Prevention of Disputes/Meet and confer**. The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this agreement. The parties agree to attempt to identify and discuss in advance any areas of potential

misunderstanding that could lead to a dispute. If either party identifies an issue of disagreement, the parties agree to engage in a face-to-face discussion of the matter within three (3) calendar days of the initial request. If the dispute cannot be negotiated between the parties, the party with the dispute shall first bring the matter to the attention of the District's Board of Directors at the first available regularly scheduled Board Meeting. As a contract dispute, the matter shall be considered by the District Board of Directors in closed session under the Brown Act without the Developer or Contractor in attendance. If any disagreement remains unresolved for ten (10) days after consideration by the District Board of Directors, the parties agree to submit it to mediation as provided in Section 19.3 below.

19.2 **Mediation.** Either party may demand, and shall be entitled to, mediation of any dispute arising under this agreement at any time after completing the meet and confer process described in subsection 19.2. Mediation shall commence not more than ten (10) days after the initial mediation demand and must be concluded not more than thirty (30) days after the date of the first mediation demand. If mediation is not concluded within that time, then either party may demand arbitration as set forth in Section 19.4.

Mediation shall be submitted first to a mediator with at least ten years' experience with the issues in dispute. The mediator shall be selected by mutual agreement of the parties. Failing such mutual agreement, a mediator shall be selected by the presiding judge of the Monterey County Superior Court. In the interest of promoting resolution of the dispute, nothing said, done or produced by either party at the mediation may be discussed or repeated outside of the mediation or offered as evidence in any subsequent proceeding. The parties acknowledge the confidentiality of mediation as required by Evidence Code 1152.5.

No mediator shall submit, and no arbitrator or court shall consider, any mediator recommendations, declarations, or findings unless the parties give their written consent to the proposed mediator statement.

19.3 **Arbitration.** If mediation fails to resolve the dispute, the parties shall proceed to arbitration as described herein:

**19.3.1 UPON THE WRITTEN DEMAND OF EITHER PARTY, THE DISPUTE SHALL BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL ARBITRATION RULES EXCEPT THAT THE ARBITRATION SHALL BE CONDUCTED BY THREE (3) ARBITRATORS WHO ARE RETIRED JUDGES WITH NOT LESS THAN FIFTEEN (15) YEARS' EXPERIENCE IN PUBLIC WORKS DISPUTES OR SIMILAR MATTERS. DISCOVERY SHALL BE ALLOWED AS PROVIDED IN CODE OF CIVIL PROCEDURE SECTION 1283.05, THE PROVISIONS OF WHICH ARE INCORPORATED BY REFERENCE. THE ARBITRATORS MAY ORDER SPECIFIC PERFORMANCE WHEN THAT REMEDY IS PROVIDED FOR IN THIS AGREEMENT. THE JUDGMENT UPON THE ARBITRATIONS AWARD SHALL BE FINAL AND BINDING UPON THE PARTIES AND MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IF THE PARTIES DO NOT AGREE UPON**

**THREE ARBITRATORS WITHIN FIFTEEN (15) DAYS AFTER DELIVERY OF A WRITTEN DEMAND FOR ARBITRATION, THEN THE ARBITRATORS SHALL BE CHOSEN BY THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR SHALL ALLOCATE THE FEES AND COSTS OF ARBITRATION BETWEEN THE PARTIES AND SHALL AWARD COSTS, INCLUDING REASONABLE ATTORNEY’S FEES, TO EITHER PARTY.**

**ARBITRATION SHALL BE COMMENCED WITHIN THIRTY (30) DAYS OF THE ARBITRATION DEMAND AND CONCLUDED WITHIN 60 DAYS OF ARBITRATION DEMAND.**

**NOTICE: IN AGREEING TO THE FOREGOING PROVISION, YOU ARE WAIVING YOUR RIGHT TO HAVE YOUR RIGHTS UNDER THIS AGREEMENT TRIED IN A COURT OF LAW OR EQUITY. THAT MEANS YOU ARE GIVING UP YOUR RIGHT TO TRIAL BY JUDGE OR JURY. YOU ARE ALSO GIVING UP YOUR RIGHT TO DISCOVERY AND APPEAL EXCEPT AS PROVIDED IN THE ARBITRATION RULES. IF YOU REFUSE TO ARBITRATE YOUR DISPUTE AFTER A PROPER DEMAND FOR ARBITRATION HAS BEEN MADE, YOU CAN BE FORCED TO ARBITRATE OR HAVE AN AWARD ENTERED AGAINST YOU BY DEFAULT. YOUR AGREEMENT TO ARBITRATE IS VOLUNTARY.**

**BY INITIALING THIS PROVISION BELOW, THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING ARBITRATION PROVISIONS AND AGREE TO SUBMIT ANY DISPUTES UNDER THIS AGREEMENT TO NEUTRAL BINDING ARBITRATION AS PROVIDED IN THIS AGREEMENT.**

MCWD s’ INITIALS \_\_\_\_\_ DEVELOPER’S: INITIALS \_\_\_\_\_

## 20. Waiver of Rights

20.1 No waiver of any breach or default by either party shall be considered to be a waiver of any other breach or default. The waiver by any party for the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act to be performed at a later time. None of the covenants or other provisions in this Agreement can be waived except by written consent of the waiving party.

## 21. Notices

21.1 All notices, demands, or other communications, which this Agreement contemplates or authorizes, shall be in writing and shall be personally delivered, or mailed by certified mail, return receipt requested, or delivered by reliable overnight courier, to the respective party as follows:

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

**To Developer:** Marina Developers, Inc.  
**Attn: Adrienne Burns**  
1446 Tollhouse Rd, Suite 103  
Clovis, California 93611

21.2 The address to which notice may be sent may be changed by written notification of each party to the other as above provided.

## 22. Severability

22.1 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement. Stricken provisions shall not affect the legality, enforceability, or validity of the remainder of this Agreement so long as the stricken provision is replaced with a legal, enforceable and valid provision that conforms with the allocation of benefits and burdens to the respective parties and intent of the parties as expressed herein.

## 23. Paragraph Headings

23.1 Paragraph headings are for convenience only and are not to be construed as limiting or amplifying the terms of this Agreement in any way.

## 24. Successors and Assignees

24.1 This Agreement shall be binding on and benefit the assignees or successors to this Agreement in the same manner as the original parties hereto.

## 25. Integrated Agreement

25.1 This Agreement integrates and supersedes all prior and contemporaneous Agreements and understandings concerning the subject matter herein. This Agreement constitutes the sole agreement of the parties and correctly sets forth the rights, duties and obligations of each to the others. Future amendments must be in writing signed by the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

## 26. Negotiated Agreement

26.1 This Agreement has been arrived at through negotiation between the parties. Neither party

is deemed the party that prepared the Agreement within the meaning of Civil Code Section 1654.

## 27. Attorney's Fees

27.1 If arbitration or suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of costs of suit, and not as damages, a reasonable attorneys' fee to be fixed by the arbitrators or Court, in addition to any other relief granted. The "prevailing party" shall be the party entitled to recover costs of suit, whether or not the suit proceeds to arbitrators' award or judgment. A party not entitled to recover costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of an award or judgment for purposes of determining whether a party is entitled to recover costs or attorneys' fees.

27.2 If either party initiates litigation without first participating in good faith in the alternative forms of dispute resolution specified in this Agreement, that party shall not be entitled to recover any amount as attorneys' fees or costs of suit even if such entitlement is established by statute.

## 28. Exhibits

28.1 All exhibits referred to in this Agreement and attached to this Agreement are incorporated in this Agreement by reference.

## 29. Disclaimer/Indemnity Regarding Public Works

29.1 The District has not determined whether the project would be considered a "Public Works" project for the purposes of California law, and makes no warranties or representations to the Developer about whether the project would be considered a "Public Works" project. The Developer is aware that if the project is considered a "Public Works" project, then the Developer would have to pay "prevailing wages" under California Labor Code section 1771. If the Developer fails to pay such prevailing wages, the Developer acknowledges that it will be liable to, among other things, pay any shortfall owed as well as any penalties that might be assessed for failure to comply with the law. If the Developer does not pay prevailing wages, and an action or proceeding of any kind or nature is brought against the District based on such failure, the Developer will defend and indemnify the District in the action or proceeding. The District agrees to reasonably cooperate and assist the Developer in any the defense of any such action.

## 30. No Third Party Beneficiaries

30.1 There are no intended third party beneficiaries to this Agreement.

## 31. Compliance with Laws

31.1 **The** Developer will comply with all laws, rules and regulations in carrying out its obligations under this Agreement.

## 32. Counterparts

32.1 This Agreement may be executed in counterparts, and each fully executed counterpart shall be deemed an original document.

Signature Page

**By: DEVELOPER,  
MARINA DEVELOPERS, INC.  
a California corporation**

By: \_\_\_\_\_  
Joshua E. Peterson, President and CFO

**By MARINA COAST WATER DISTRICT**

\_\_\_\_\_  
General Manager  
Marina Coast Water District

DRAFT

EXHIBIT A  
WATER ALLOCATION DOCUMENTATION

RESOLUTION 2004-41

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
TO APPROVE THE SUPPLEMENT TO THE CERTIFIED FINAL ENVIRONMENTAL  
IMPACT REPORT ON THE MARINA HEIGHTS SPECIFIC PLAN/ABRAMS "B"  
HOUSING PROJECT**

**WHEREAS**, on November 25, 2003, the City of Marina City Council certified the Final Environmental Impact Report (EIR) for the Marina Heights Specific Plan/Abrams "B" Housing Project (the "Project"), and

**WHEREAS**, the Marina Heights project involves demolition of 828 abandoned military housing units on a portion of the former Fort Ord historically referred to as Abrams Park and Upper Patton Park. These units would be replaced by 1,050 new residential units. In the adjacent Abrams "B" housing area, 194 existing residential units (192 units currently used as residences, 2 currently used for support purposes) would remain in place. An additional 12 existing transitional housing units operated by Interim, Inc. located between the Specific Plan area and the Abrams "B" area would also remain in place. The Marina Heights Specific Plan (the "Specific Plan") indicates that a 28-acre site (a portion of the landfill for the former Fort Ord) located adjacent to the Specific Plan area would be improved for use as an 18-acre public park, with the remaining 10 acres to be considered as a future school site. Implementation of the Specific Plan would result in the development of 5.85 acres of sub-neighborhood parks, creation of an 8.53-acre Oak Grove Preserve, development of a 12.92-acre greenbelt/linear park approximately 150 feet wide, and additional greenbelt linkages totaling approximately 8.33 acres, and

**WHEREAS**, the EIR evaluated the potential environmental effects associated with the implementation of the Specific Plan. It was intended to "identify the significant effects of the Project on the environment, identify alternatives to the Project, and to indicate the manner in which those significant effects can be mitigated or avoided." The EIR is meant to provide an objective, impartial source of information to be used by the lead agency (the City of Marina), as well as other agencies and the public, in their considerations regarding the adoption, rejection or modification of the Specific Plan as proposed, and

**WHEREAS**, since certification of the EIR, the Marina Coast Water District ("MCWD") issued a Water Supply Assessment and Written Verification of Supply for the Project ("WSA"). This WSA was adopted by the MCWD Board of Directors on December 15, 2003 pursuant to Government Code Section 10910 et. seq. and Government Code Section 66473.7 (b)(1). The WSA includes important information related to the MCWD's assessment of the Project's estimated demand for water, and the MCWD's ability to meet anticipated future water demand within the Specific Plan area and elsewhere in Marina. The WSA intends to supplement the water supply analysis of the EIR, and

**WHEREAS**, City Planning Department staff, in coordination with the environmental consultant that prepared the EIR, Lamphier-Gregory, carefully reviewed the Water Supply Assessment and prepared a Supplement to the EIR pursuant to the California Environmental Quality Act ("CEQA") Guidelines Section 15163, and



**WHEREAS, CEQA provides that a Supplement is a mechanism for incorporating new information in a certified EIR if only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation, and**

**WHEREAS, under CEQA Guidelines Section 15163(c), the Supplement to the EIR was circulated for a 45-day public review period, and responses to all comments received on the Supplement to the EIR during the public review period have been prepared City Planning Department staff, in coordination with the environmental consultant that prepared the EIR, Lamphier-Gregory, and reviewed by the Marina City Council. .**

**NOW THEREFORE, THE CITY OF MARINA CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The City finds that:

- 1) Based on values used by MCWD in calculating estimated future water demand for the Water Supply Assessment, MCWD has determined that development of the Marina Heights Specific Plan area as proposed would require an estimated 349.5 acre-feet of water per year, and
- 2) The Marina City Council has approved water demand values that are less than those used by MCWD in developing the water demand estimates presented in the Water Supply Assessment prepared for the Marina Heights Specific Plan, and
- 3) The City Council approved 292.39 acre feet of water per year for the Marina Heights project, and
- 4) The Water Supply Assessment indicates that MCWD can presently provide 349.5 acre-feet of water per year to support development of the Marina Heights Specific Plan area as proposed, and
- 5) The Water Supply Assessment also indicates that, based on currently anticipated water demands and currently available water supplies, if MCWD were to provide 349.5 acre-feet of water per year to support development within the Marina Heights Specific Plan Area as proposed, then MCWD will not be able to provide water service to all of the currently anticipated development in the portion of the City of Marina on the former Fort Ord, and
- 6) The maximum amount of water which the MCWD may presently serve to City of Marina uses on the former Fort Ord in compliance with its water resource agreements with the County and others relative to Fort Ord lands is 1,175 acre-feet per year, and
- 7) Through conditions of approval, the City of Marina can control the amount of water reserved to support future development within the portion of the former Fort Ord under its jurisdiction, so that the maximum amount of water which the MCWD may presently serve to City of Marina uses on the former Fort Ord (1,175 acre-feet per year) is not exceeded

**Section 2.** Pursuant to Section 15163 of the CEQA Guidelines, the City finds that the information contained in the WSA and set forth in the Supplement make necessary some changes or additions to the EIR, but that none of the conditions described in Section 15162 of the CEQA

Guidelines calling for the preparation of a subsequent EIR have occurred. Consequently, the Supplement is an appropriate method for documenting these changes.

Section 3. The WSA does not involve substantial changes in the Project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects.

Section 4. The WSA does not involve substantial changes with respect to the circumstances under which the Project is undertaken which will require major revisions to the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects.

Section 5. The WSA does not provide new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified as complete.

Section 6. The Project will not have one or more significant environmental effects not discussed in the previous EIR.

Section 7. Significant environmental effects previously examined will not be substantially more severe than shown in the previous EIR.

Section 8. The WSA does not show that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant environmental effects of the Project.

Section 9. The WSA does not show that mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment.

**BE IT FURTHER RESOLVED**, that the Marina City Council hereby approves the Supplement to the EIR in "EXHIBIT A – SUPPLEMENT TO THE EIR MARINA HEIGHTS SPECIFIC PLAN/AGRAMS "B" HOUSING PROJECT".

**PASSED, APPROVED, AND ADOPTED** by the Marina City Council at their adjourned meeting on March 3, 2004, by the following vote:

**AYES:** COUNCIL MEMBERS: Gray, Morrison, McCall, Mayor Mettee-McCutcheon  
**NOES:** COUNCIL MEMBERS: Delgado  
**ABSENT:** COUNCIL MEMBERS: None

  
Ila Mettee-McCutcheon, Mayor

**ATTEST:**  
  
Joy P. Huntay, City Clerk

S:\Marina Heights\Water Chedina\Documents\March\03\supplement\FinalReso.doc

**EXHIBIT B**

**LEGAL DESCRIPTION PHASE 3A**

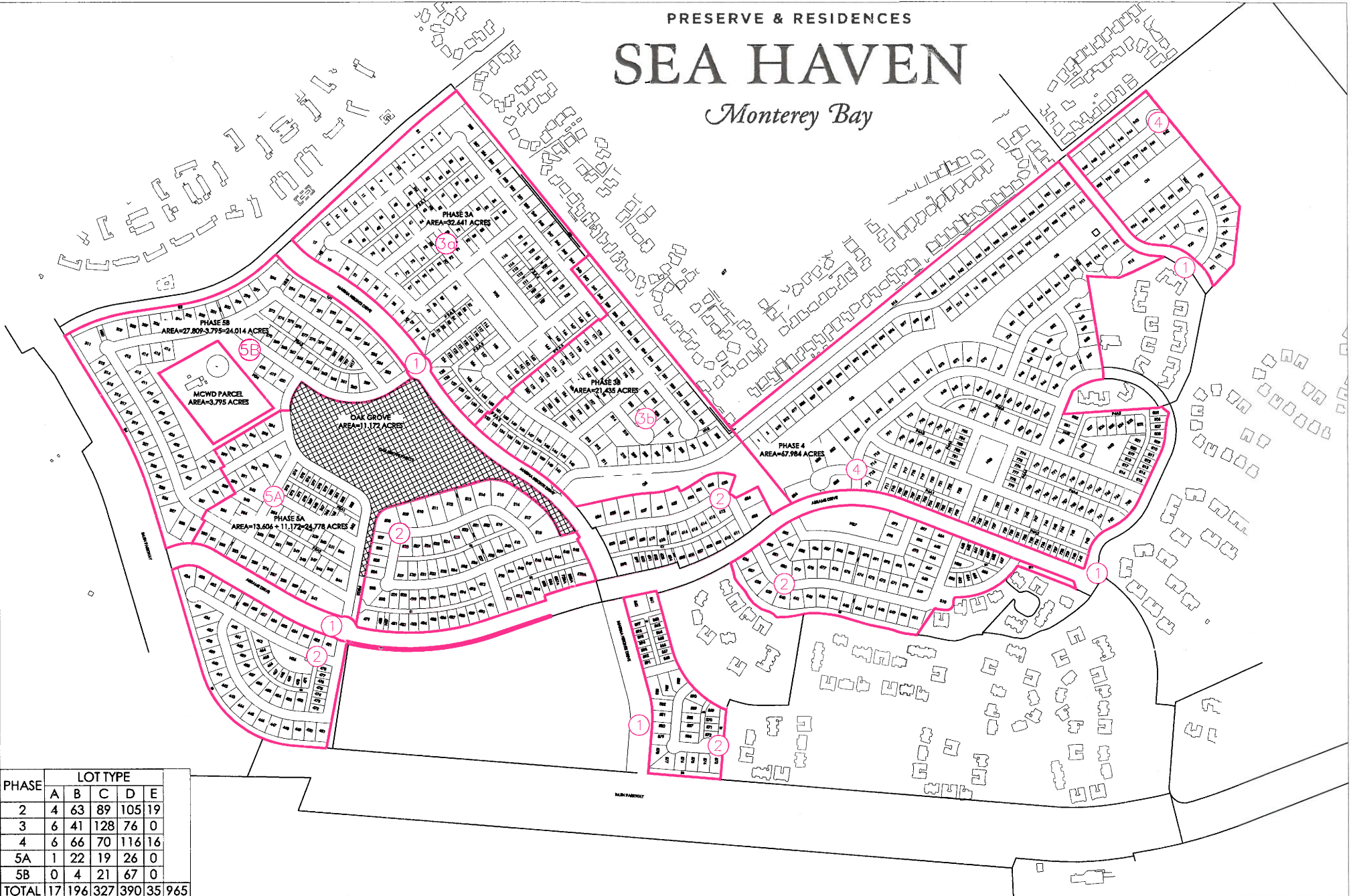
DRAFT

**EXHIBIT C**

**MAP OF DEVELOPMENT**

DRAFT

PRESERVE & RESIDENCES  
**SEA HAVEN**  
*Monterey Bay*



PHASE	LOT TYPE				
	A	B	C	D	E
2	4	63	89	105	19
3	6	41	128	76	0
4	6	66	70	116	16
5A	1	22	19	26	0
5B	0	4	21	67	0
<b>TOTAL</b>	<b>17</b>	<b>196</b>	<b>327</b>	<b>390</b>	<b>35</b>

965

## EXHIBIT D

# **INDEMNIFICATION AND INSURANCE REQUIREMENTS for Infrastructure Agreements**

### **1. Workers' Compensation and Employer's Liability Insurance –**

- a. The Developer shall require every Contractor to certify that it and all of its subcontractors are 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 any work under this Agreement.
- b. The Developer shall require every Contractor and all sub-contractors to insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, 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.
- c. The Contractor shall provide employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease.

### **2. Definitions –** For purposes of this Exhibit, the following terms shall have the following respective meanings:

**“Claim”** - shall be used collectively to refer to and include any and all claims, demands, causes of action, damages, costs, attorneys’ fees, expert fees, court costs, expenses, penalties, losses or liabilities, in law or in equity, of every kind and nature whatsoever.

### **3. Indemnification -** To the fullest extent permitted by law, the Developer will require every Contractor to indemnify, hold harmless, and defend **the** District, its directors, officers, employees, representatives, and authorized volunteers (collectively, the “Indemnitees”), and each of them from and against:

- a. Any claim, including, but not limited to, injury to or death of any person including **the** District and/or Contractor, or any directors, officers, employees, or authorized volunteers of **the** District or Contractor, and damages to or destruction of property of any person, including but not limited to, **the** District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of **the** District or its directors, officers, employees, or authorized volunteers, except to the extent caused by the sole negligence or willful misconduct or active negligence of **the** District or its directors, officers, employees, or authorized volunteers;

- b. Any claim arising out of, resulting from, or relating in any way to a violation by **the** Contractor or its agents and employees, of any governmental law or regulation;
- c. Any claims (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any indemnitee may incur with respect to the failure, neglect, or refusal of **the** Contractor to faithfully perform the work and all of the Contractor's obligations to the Developer for work to be performed under this Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, expert fees, and court costs, incurred by an indemnitee in any lawsuit to which the indemnitee is a party.
- d. **The** Contractor 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 **the** Contractor under this Agreement shall specifically include any claim involving, arising out of or related to MEC.

The Developer will require their Contractor to pay and satisfy any judgment, award or decree that may be rendered against **the** District or its directors, officers, employees, or authorized volunteers, relating to any claim.

The Developer will require their Contractor to reimburse **the** District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**The** Contractor's indemnification obligation shall not be limited to the proceeds, if any, received by the District, or its directors, officers, employees or authorized volunteers from any insurance required to be provided under this Agreement.

**4. Commercial General Liability and Automobile Liability Insurance** - The Developer will require their Contractor to provide and maintain the following commercial general liability and automobile liability insurance:

**Coverage** - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial **General Liability** Coverage (Occurrence Form CG 0001)
2. Insurance Services Office **Automobile Liability** Coverage (Form CA 0001), covering Symbol 1 (any auto) (owned, non-owned and hired automobiles)

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

1. **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.

2. **Automobile Liability** - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

**Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. The District, its directors, officers, employees, or authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. 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 Contractor's insurance shall be primary insurance as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
4. The Contractor'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.
5. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be canceled by either party, 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.

Such liability insurance shall specifically insure and cover **the** Contractor's contractual obligations to indemnify the District, which includes covering the Contractor's and his/her sub-contractor's against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury and 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.

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

**5. Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be disclosed in writing to and approved by the District.

**6. 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.

**7. Munitions and Explosives Coverage (MEC).** The Developer will require their Contractor to maintain insurance that includes coverage for services and 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 the Contractor related in any way to work performed by it on behalf of the Marina Coast Water District.

**8. Builder's Risk Insurance.** The Developer or the Developer's Contractor will provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified by the District, to insure against such losses until final acceptance of the work by the District. Such insurance shall include<sup>1</sup> explosion, collapse, underground excavation and removal of lateral support. The District shall be a named insured on any such policy. The making of progress payments to the Contractor by the Developer shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District.

**9. Waiver of Rights of Subrogation.** The Developer will require their Contractor's insurer to waive all rights of subrogation against the District, its directors, officers, employees, or authorized volunteers.

**10. Evidences of Insurance.** Prior to the commencement of construction activities under this Agreement, the Developer will require their Contractor to file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

The Developer will require their Contractor, upon demand of the District, to deliver to the District such policy or policies of insurance and the receipts for payment of premiums thereon.

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

Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933  
Attn: Management Services Administrator

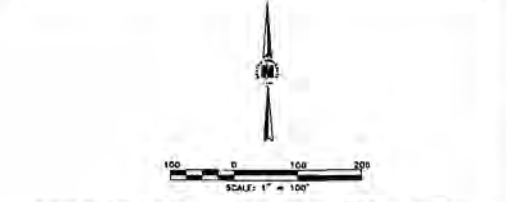
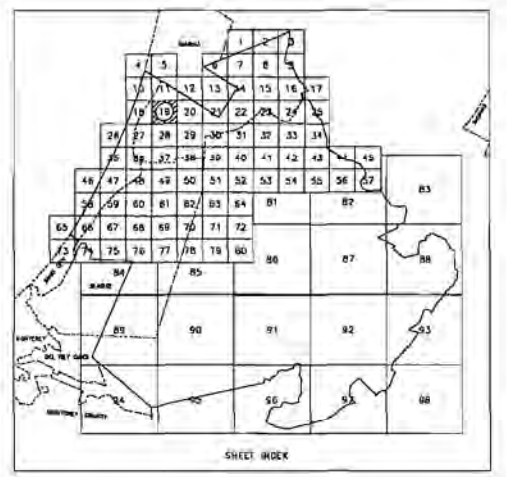
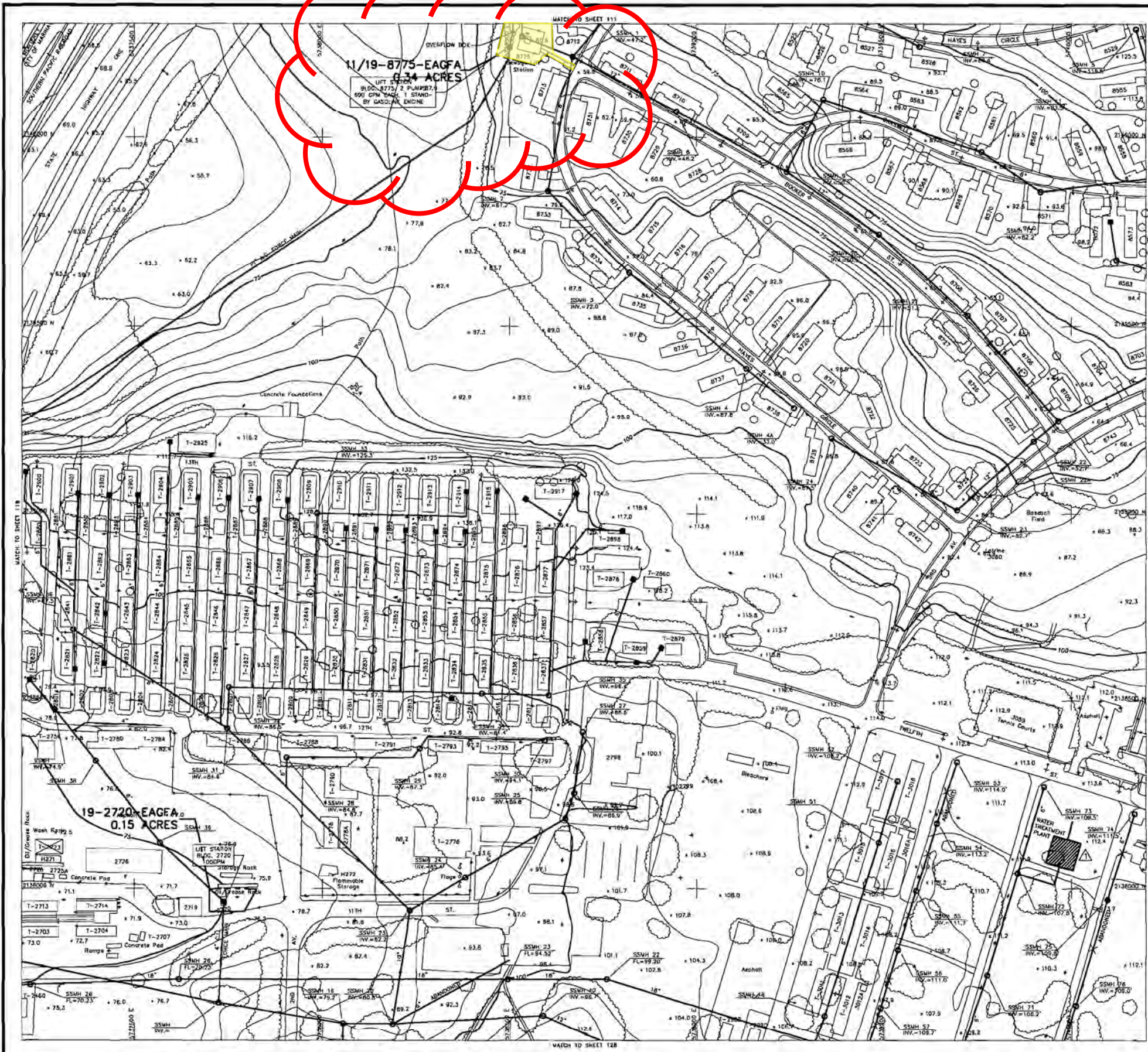
**11. Sub-Contractors' Required Insurance Requirements** - In the event that the Contractor employs sub-contractors as part of the work to be performed under this Agreement, it shall be the Developer's responsibility to require and confirm that every Contractor requires each of its sub-contractor to meet the same minimum insurance requirements specified in this Exhibit for every Contractor.

DRAFT

**EXHIBIT E**

**BOOKER LIFT STATION EXHIBIT**

DRAFT



FACILITIES MAPPED FROM AERIAL PHOTOGRAPHS	FACILITIES DIGITIZED FROM MASTER PLAN BASIC INFORMATION MAPS
— FENCE	— SANITARY SEWER MAIN
— RETAINING WALL	— MANHOLE, WITH INV. ELEV.
— SMALL SIGN	— CLEANOUT
— LARGE SIGN	— DIRECTION OF FLOW
— MANHOLE	—
— HYDRANT	—
— ELECTRIC POLE	—
— TRAFFIC SIGNAL	—
— SIGNAL ON ARM	—
— LIGHT POLE	—
— ELECTROCLIP	—
— DOUBLE ELECTROCLIP	—
— STORM DRAIN	—

- NOTES:
1. ALL SEWER MAINS, UNLESS NOTED, ARE VITRIFIED CLAY.
  2. LOCATION UNVERIFIED.
  3. SURVEYED FACILITIES COMPILED FROM AERIAL PHOTOGRAPHS, 1994. SANITARY SEWER INFORMATION DIGITIZED FROM MASTER PLAN BASIC INFORMATION MAPS, 1" = 300' SCALE, 1984. LOCATIONS OF STORM DRAINAGE FACILITIES ARE APPROXIMATE. THIS MAP IS NOT TO BE USED TO DESIGN ON SITE FACILITIES.

DERIVATION OF COORDINATES:  
 THE COORDINATES LISTED ARE NOT STATE PLANE COORDINATES. THEY ARE GRID COORDINATES COMPUTED BY SCALING THE STATE PLANE COORDINATES BY THE RECIPROCAL OF A MEAN PROJECT COMBINATION FACTOR OF .999935068. TO OBTAIN GRID DISTANCES, MULTIPLY THE GRID DISTANCES BY THE MEAN PROJECT COMBINATION FACTOR. NO ROTATION WAS APPLIED SINCE THE STATE PLANE COORDINATES WERE SCALED. THEREFORE, THE BEARINGS SHOWN ARE GRID BEARINGS BASED ON THE LAMBERT PROJECTION FOR CALIFORNIA STATE PLANE ZONE 4.

**BESTOR ENGINEERS, INC.**  
 8701 BLUE LAGOON LANE, MENLO PARK, CALIFORNIA 94025  
 650 325-8800

8001 Delwood Drive, Oakland, CA 94621  
 (510) 838-8122

THIS MAP WAS PREPARED PHOTOGRAMMETRICALLY BY JUNE H. ASSOCIATES, OAKLAND, CALIFORNIA  
 USING AERIAL PHOTOGRAPHS DATED 08-08-84.

REVISED: 6/20/97  
 SCHAAF & WHEELER  
 200 12TH STREET, STE 200  
 MARINA, CA 93933

M. WILSON

ADD WATER TREATMENT PLANT

REVISION	DATE	DESCRIPTION	BY
1	Mar 1997	Added or Modified Sewer Facilities	C.B.

DESIGNED BY: JONES & STOKES ASSOCIATES, 2800 V STREET, SACRAMENTO, CALIFORNIA 95818  
 CHECKED BY: M. LOZANO  
 DRAWN BY: E. BOYD

DEPARTMENT OF THE ARMY  
 SACRAMENTO DISTRICT  
 CORPS OF ENGINEERS  
 SACRAMENTO, CALIFORNIA

Fort Ord Military Reservation  
 California

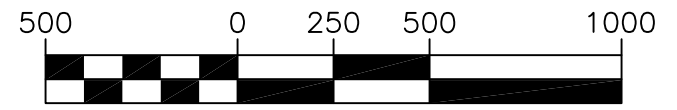
**SANITARY SEWER FACILITIES**

DATE APPROVED: \_\_\_\_\_  
 SCALE: 1" = 100'  
 SHEET: 19 of 95  
 FILE NO.: 186-13-997-F

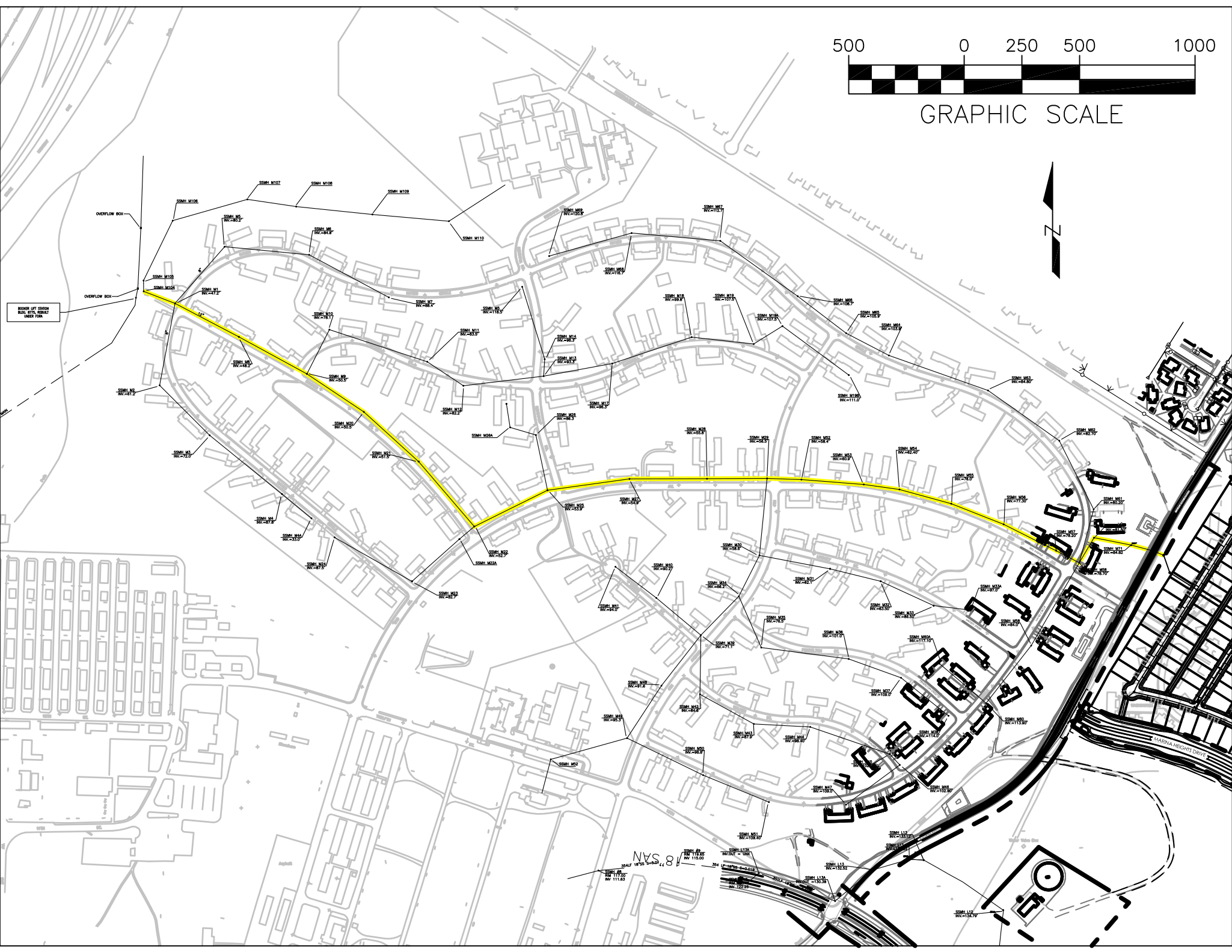
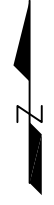
**EXHIBIT F**

**BOOKER SEWER LINE EXHIBIT**

DRAFT



GRAPHIC SCALE



**SEA HAVEN PHASE 3A  
REIMBURSEMENT AGREEMENT  
FOR  
SEWER WATER FACILITIES**

THIS AGREEMENT ("Reimbursement Agreement") is entered into as of the \_\_\_\_\_ day of September 2019, by and among MARINA DEVELOPERS, INC., a California corporation ("Developer"), and the MARINA COAST WATER DISTRICT, a California water district ("District"). Developer and District are sometimes referred to herein as a "Party" and collectively as "Parties."

**RECITALS**

A. Developer is developing Phase 3A of Sea Haven, pursuant to entitlements approved by the City of Marina, consisting of residential, public, open space and recreational uses (the "Development").

B. Concurrently with this Reimbursement Agreement, Developer and District have entered into that certain agreement entitled "Water, Sewer and Recycled Water Infrastructure Agreement for Phase 3A" (the "Infrastructure Agreement") pursuant to which the Developer shall install and convey to the District upon completion, certain improvements (collectively, the "Facilities" and each severable portion or phase thereof, a "Facility") required by the District to provide water and sewer services to the Development.

C. The District desires the Developer to install certain Facilities (outside the boundary of the Development (Out-of-Tract) to improve sewer services, a portion of which is attributable to the Development.

D. The District and Developer desire to enter into an agreement to provide for the reimbursement by the District to Developer of costs of design and construction of said certain Facilities pursuant to the Infrastructure Agreement.

E. Additionally, certain Facilities benefiting the Development may be constructed by other developers. The District and Developer desire to enter into an agreement to provide for the Developer's participation in those projects.

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

**ARTICLE 1. SCOPE OF WORK**

1.1 **FACILITIES SUBJECT TO THIS REIMBURSEMENT AGREEMENT.** The District has determined that its Booker Lift Station, which is an Out-of-Tract Facility, serving a portion of the Development, needs to be replaced ("Booker Lift Station Replacement").

1.2 **ELIGIBLE FACILITY.** Developer and District have agreed that the Booker Lift Station Replacement is eligible for reimbursement under this Reimbursement Agreement. MCWD has also determined that Developer's proportionate share of the cost of the Booker Lift Station Replacement to be 25% of the actual cost of design and construction ("Developer's Proportionate Share").

1.3 **SCOPE OF WORK.** A scope of work and budget shall be agreed upon in writing, using the Work Release format in Exhibit 1. Work Releases shall become binding attachments to this Reimbursement Agreement. Additional facilities may be added to this Reimbursement Agreement if mutually agreed upon by the District and Developer.

1.4. CONSTRUCTION. Developer shall, at its sole cost and expense, design and construct the Booker Lift Station Replacement pursuant to the Infrastructure Agreement, and all costs of designing and constructing Booker Lift Station Replacement, shall be fully paid by the Developer and accepted by the District in a timely manner in accordance with the Infrastructure Agreement.

## **ARTICLE 2. PAYMENT**

2.1. SUBMISSION OF DOCUMENTATION; DISTRICT RIGHT TO AUDIT. Upon Developer's completion of Booker Lift Station Replacement, Developer shall submit documentation to District evidencing the cost of the Booker Lift Station Replacement construction including, but not limited to, costs of design, engineering and staking, construction, permits, construction supervision, bonds, and insurance incurred by Developer from the date of acceptance of the Booker Lift Station Replacement by the District until full reimbursement by the District and all other mutually agreed upon costs ("Eligible Costs"). Costs incurred for Booker Lift Station Replacement jointly with other incidental infrastructure improvements (such as joint trenching) shall be allocated on a pro rata basis according to costs of installation of each improvement. Such documentation may include, but is not limited to, copies of Developer's construction contract(s), invoices, cancelled checks, complete lien releases with respect to all Facilities and any other documentation reasonably requested by District. Developer agrees that District shall have the right to audit, upon District's reasonable request, Developer's records of the Eligible Costs of the Booker Lift Station Replacement in order for Developer to verify the Developer's Eligible Costs.

2.2. REIMBURSEMENT AMOUNT. Subject to the provisions set forth below, upon execution of this Reimbursement Agreement, Developer shall be entitled to reimbursement for the total cost of the Booker Lift Station Replacement Costs, less Developer's Proportionate Share (the "Reimbursement Amount"). District shall reimburse Developer within sixty (60) days of invoice from Developer, after the Booker Lift Station is complete and accepted by the District.

## **ARTICLE 3. LIABILITY**

3.1. THIRD PARTIES. District does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Reimbursement Agreement and no contractors, subcontractors or agents or any parties are third party beneficiaries of this Reimbursement Agreement.

## **ARTICLE 4. MISCELLANEOUS**

4.1. NOTICE. Any notice or communication required hereunder between the District or Developer must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate



any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

- If to District: Marina Coast Water District  
ATTN: General Manager  
11 Reservation Road  
Marina, CA 93933
- With a Copy to: Griffith & Masuda  
ATTN: David L. Hobbs  
517 E. Olive Ave.  
Turlock, CA 95380
- If to Developer: Marina Developers, Inc  
ATTN: Joshua Peterson  
1446 Tollhouse Rd Suite 103,  
Clovis, 93611
- With a copy to: Powell | Slater, LLP  
ATTN: Michael P. Slater  
7522 N. Colonial Ave., Suite 100  
Fresno, CA 93711

4.2. TERM. The term of this Reimbursement Agreement shall start on the day and year duly executed by the parties and shall remain in effect until either (1) all the terms and conditions contained in this Reimbursement Agreement have been satisfied, or (2) the Infrastructure Agreement between the District and the Developer expires without the construction of any Eligible Facility. The District's obligations for reimbursable payments shall terminate ten years after the date of the District's acceptance of the Facilities.

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

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

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

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

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

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

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

4.10. HOURS OF LABOR FOR PUBLIC WORKS CONSTRUCTION. Pursuant to Sections 1810 through 1815 of the Labor Code, eight hours of labor constitutes a legal day's work, and work performed by employees of the Developer or any subcontractor in excess of eight hours per day, and forty hours in any one week, shall be compensated at not less than one and one-half times their basic rate of pay.

4.11. ATTORNEY'S FEES AND COSTS. If either party to this Reimbursement Agreement brings a suit or proceeding to enforce or require performance of the terms of this Reimbursement Agreement, the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorneys' fees and the costs and fees of any experts reasonably engaged by the attorney.

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

4.13. OTHER AGREEMENTS. This Reimbursement Agreement is not intended to, and shall not, cancel, supersede, modify, or otherwise affect any other agreements that have been, or may be made, or any approvals or permits that have been issued between or by any party regarding the Project or the Facilities.

*SIGNATURE PAGE FOLLOWS*

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

**DISTRICT:**

Marina Coast Water District,  
a California water district

By: \_\_\_\_\_  
General Manager

Date Signed: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
District Legal Counsel

Attest:

By: \_\_\_\_\_  
District Secretary

DEVELOPER,

MARINA DEVELOPERS, INC.  
a California corporation

By: \_\_\_\_\_  
Joshua E. Peterson,  
President and CFO

EXHIBIT 1  
Work Release for Booker Lift Station Reimbursement

**Type of Facility** (mark all that apply)

Water  
 Sewer  
 Recycled Water

**Location**

In-Tract  
 Out-Of-Tract:  
Phase 3 Sea Haven

**Funding Source**

CIP OS-0152, FY2019-2020  
 Developer: Marina Developers, Inc.

**Scope of Work – Description:** Booker Lift Station Replacement

“replace-in-kind” system including:

- 750 gpm maximum flow rate,
- 2 each twenty horsepower pumps,
- approximately 18’ deep can,
- 3 phase 440/480 power,
- backup generator,
- installed in the existing lift station easement and connect into the existing 10-inch force main.

Developer shall manage the design, construction and installation of the Booker Lift Station, including the retention of an engineering firm for design purposes. Developer shall select the engineer and contractor from at least 3 bids and upon acceptance advise the District of scope of work and cost associated with the design of the Booker Lift Station.

**Attachments:**

Drawings:  
Specifications:

Estimated Start Date: \_\_\_\_\_  
Estimated Completion Date: \_\_\_\_\_  
Estimated Costs \$ \_\_\_\_\_

Actual Reimbursement Amount shall be based on contracts, invoices and other documentation as provided in Section 2.2 of this Reimbursement Agreement.

**Agreed:**

**DEVELOPER:**

MARINA DEVELOPERS, INC.  
a California corporation

By: \_\_\_\_\_  
Joshua E. Peterson,  
President and CFO

**DISTRICT:**

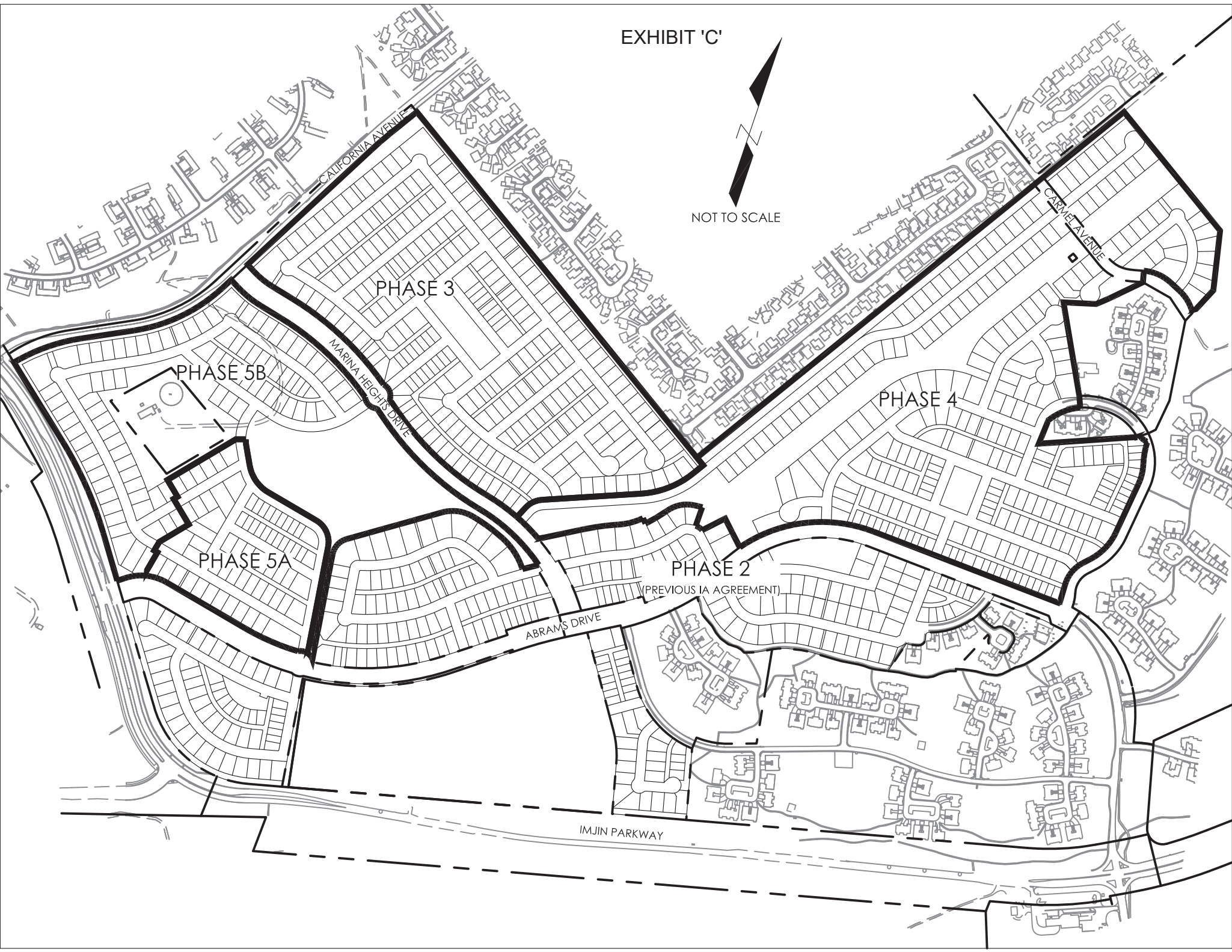
MARINA COAST WATER DISTRICT,  
a California water district

By: \_\_\_\_\_  
General Manager

Date Signed: \_\_\_\_\_

EXHIBIT 'C'

NOT TO SCALE



PHASE 3

PHASE 4

PHASE 5B

PHASE 5A

PHASE 2

(PREVIOUS IA AGREEMENT)

CALIFORNIA AVENUE

MARINA HEIGHTS DRIVE

ABRAMS DRIVE

IMJIN PARKWAY

CARMELENE

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 10-E

Meeting Date: September 16, 2019

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-71 to Approve a Contract with Morgan Stanley to Serve as Underwriter for the District's Upcoming Issuance of Revenue Bonds

Staff Recommendation: The Board approve a contract with Morgan Stanley to serve as the Underwriter for the upcoming bond transaction at a fee of [\$3.30] per \$1,000 bond, subject to a favorable resolution of the Bay View litigation.

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

On July 30, 2019, the Board authorized the District to issue up to \$23 million of revenue bonds and authorized staff to issue a Request for Proposals (RFP) for underwriting services for the bond transaction. An RFP was sent to eleven underwriting firms and was posted on the District's website. Staff and the District's Financial Advisor evaluated the proposals received from six firms and recommends selecting Morgan Stanley for underwriting services to issue tax-exempt obligations.

Discussion/Analysis: The District issued an RFP to eleven underwriting firms. Responses were received from Morgan Stanley, Hilltop Securities, Ramirez & Co., Rice, Piper Jaffray and Raymond James. The selection committee made up of one staff member and two of our financial advisors, reviewed the proposals and evaluated the firms based on the evaluation criteria shown below.

Evaluation Criteria

- Sales Capability
- Financial plan and structuring ideas
- Qualifications and experience of banking team
- Completeness of proposal
- Overall quality of the proposal
- Fees

Relevant experience included California water-related debt and experience marketing and distributing transactions between \$20 – \$35 million. Other factors that were considered in evaluating the capabilities of each firm was the deal structuring and market forecast.

Relevant experience of each firm was good. Morgan Stanley demonstrated strong underwriting experience, a sales force capable of reaching true retail investors through its Morgan Stanley Wealth Management network as well as professional retail and institutional investors. Morgan Stanley will provide MCWD with a balanced and experienced banking team comprised of two senior bankers and one analyst and two project oversight individuals. Additionally, the banking

team will be supported in the credit process by the Public Finance Investor Relations Group and Credit Analysis and additional marketing and distribution personnel for pricing support.

While Morgan Stanley’s proposal included the highest fees of the six proposals received, the aggregate score of their proposal was still the highest. After negotiations, Morgan Stanley provided the third lowest fees with total estimated fees of [\$75,900] or [\$3.30] per \$1,000 bond for a \$23 million issuance. This negotiated fee is subject to a favorable resolution of the Bay View litigation as it will take much more effort to market the bonds if there is an unfavorable resolution.

Morgan Stanley presented innovative Plan of Finance opportunities and a breadth of knowledge concerning pricing considerations and structuring approaches. At the end of the proposal discussion phase Morgan Stanley was ranked first and is the recommendation of the selection committee.

Environmental Review Compliance: None required.

Financial Impact  Yes  No

Funding Source/Recap: The following chart represents each cost centers estimated amount of capital costs to be financed with bonds and the estimated underwriting fees:

Cost Center	Master Plan CIP	Capital Equipment	Generator Project	Total	Estimated Fees
Marina Water	\$ 4,672,237.00	\$ 155,940.00	\$ 236,700.00	\$ 5,064,877.00	\$ 16,714.09
Marina Sewer	\$ 1,517,028.00	\$ 176,220.00	\$ 352,450.00	\$ 2,045,698.00	\$ 6,750.80
Ord Water	\$ 8,876,740.00	\$ 438,660.00	\$ 739,150.00	\$ 10,054,550.00	\$ 33,180.02
Ord Sewer	\$ 5,358,403.00	\$ 236,180.00	\$ 171,700.00	\$ 5,766,283.00	\$ 19,028.73
Grand Total	<u>\$ 20,424,408.00</u>	<u>\$ 1,007,000.00</u>	<u>\$ 1,500,000.00</u>	<u>\$ 22,931,408.00</u>	<u>\$ 75,673.65</u>

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2019-71; Summary Evaluation Matrix; and, Morgan Stanley Proposal.

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

Board Action

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

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

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

September 16, 2019

Resolution No. 2019-71  
Resolution of the Board of Directors  
Marina Coast Water District  
Approving a Contract with Morgan Stanley to  
Serve as Underwriter for the District's Upcoming Issuance of Revenue Bonds

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on September 16, 2019, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, on July 30, 2019, the Board authorized the District to issue up to \$23 million of revenue bonds and authorized staff to issue a Request for Proposals (RFP) for underwriting services for the bond transaction; and,

WHEREAS, an RFP was sent to eleven underwriting firms and was posted on the District's website; and,

WHEREAS, staff and the District's Financial Advisor evaluated the proposals received from six firms; and,

WHEREAS, an evaluation matrix of the proposals was prepared by staff and used to determine the recommended firm.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby adopt Resolution No. 2019-71, to approve a contract with Morgan Stanley to serve as Underwriter on the District's upcoming issuance of revenue bonds at a fee of \$3.30 per \$1,000 of bonds, subject to a favorable outcome of the Bay View litigation.

BE IT FURTHER RESOLVED, that the Board authorizes the General Manager and/or the Director of Administrative Services to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on September 16, 2019, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

---

Thomas P. Moore, President



ATTEST:

---

Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-71 adopted September 16, 2019.

---

Keith Van Der Maaten, Secretary



**Response to Request for Proposals  
for Investment Banking / Underwriting Services**

August 26, 2019

**Submitted By: Morgan Stanley**

1999 Avenue of the Stars  
Los Angeles, CA 90067

555 California Street  
San Francisco, CA 94104

**Morgan Stanley**

August 26, 2019

Marina Coast Water District  
Kelly Cadiente, Director of Administrative Services

Dear Ms. Cadiente:

On behalf of Morgan Stanley (the “Firm”), we are pleased to respond to Marina Coast Water District’s (the “District”) Request for Proposals for Investment Banking / Underwriting Services for the District’s anticipated issuance of 2019 Revenue Bonds (the “2019 Bonds”). Below, we highlight the primary reasons why we believe the District should select Morgan Stanley to serve the District as underwriter for its upcoming financing.

**#1 Underwriter of California Water and Wastewater Bonds.** Morgan Stanley entered the municipal finance business in 1984 and maintains a deep commitment to serving this sector. The Firm consistently ranks among the leading underwriters of municipal bonds in California and nationally, with a strong track record with California-based water and wastewater enterprise revenue bonds. In fact, over the past three years, Morgan Stanley has senior managed 28 fixed-rate transactions for California water and wastewater systems totaling \$2.8 billion in par, a market share of 18.9%, which ranks #1 among underwriters. This includes negotiated water and wastewater transactions for South Coast Water District, Moulton Niguel Water District, San Francisco Public Utilities Commission, South Placer Wastewater Authority, Irvine Ranch Water District, Eastern Municipal Water District, Metropolitan Water District of Southern California, City of Los Angeles, California Department of Water Resources, and the California State Water Resources Control Board, among others. Morgan Stanley’s extensive experience provides us with a deep understanding of the critical structuring and credit issues facing California water and wastewater systems, and a demonstrated ability to successfully lead and aggressively price these types of transactions.

**Unparalleled Distribution Capabilities.** Morgan Stanley is uniquely positioned to maximize demand for the District’s bonds as we are one of the only firms in the industry with a complete distribution system that reaches the full breadth of individual retail investors, high-net-worth individuals, middle markets investors, and large institutions. Morgan Stanley Wealth Management (“MSWM”) is the largest retail system in California and the U.S., with over 15,000 financial advisors in 552 offices across the country who manage over six million accounts and assets totaling over \$2 trillion, including \$185 billion of municipal securities. This includes 70 offices in California (including two in Monterey County) with 2,074 financial advisors who manage one million accounts with \$497 billion of assets, including \$44 billion of municipal securities. On the institutional side, Morgan Stanley is widely recognized as a premier firm because of the Firm’s long-standing, extensive relationships with investors and willingness to provide liquidity in the secondary market for municipal securities. The Firm maintains a team of 12 municipal salespeople exclusively dedicated to the 150 largest institutions that regularly buy municipal securities as well as a 150-person sales force that covers a second tier of institutional investors including regional banks and investment advisors throughout the country. Collectively, our sales teams cover the entire range of potential institutional purchasers of the District’s bonds. Morgan Stanley’s broad investor coverage allows us to create strong demand for our clients’ municipal debt from whichever investor classes are actively participating in the market at any given time, benefiting our clients under all market conditions.

**Strong Capital Position and Willingness to Underwrite.** Morgan Stanley maintains one of the largest and most liquid capital positions in the industry. As of June 30, 2019, the Firm reported over \$260 billion of total capital and \$10 billion of uncommitted excess net capital, which allows us to incur an underwriting liability of up to \$140 billion. Morgan Stanley has consistently demonstrated its willingness to commit capital in underwriting our clients’ new issues and in actively supporting those securities in the secondary market. For example, in 2018 alone, Morgan Stanley underwrote over \$4.7 billion of unsold bonds for our municipal clients across the U.S., and additionally traded over \$269 billion of municipal bonds in the secondary market, consistently demonstrating our willingness to commit capital to support our clients’ bonds in both favorable and challenging markets.

Thank you for the opportunity to present our proposal. Please feel free to contact us for additional information.



Dan Kurz, *Vice President*  
(310) 788-2171  
Daniel.Kurz@morganstanley.com



Esther Berg, *Executive Director*  
(415) 576-2072  
Esther.Berg@morganstanley.com



## Response to Request for Proposals for Investment Banking / Underwriting Services

August 26, 2019

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### Appendices

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C	MSRB Rule G17 Disclosure Letter	C1
D	Disclaimers	D1

Morgan Stanley & Co. LLC is providing the information contained in this document for discussion purposes only in anticipation of serving as underwriter to the District. The primary role of Morgan Stanley & Co. LLC, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the District and Morgan Stanley & Co. LLC and that Morgan Stanley & Co. LLC has financial and other interests that differ from those of the District. Morgan Stanley & Co. LLC is not acting as a municipal advisor, financial advisor or fiduciary to the District or any other person or entity. The information provided is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. The District should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

This information was prepared by Morgan Stanley sales, trading, banking or other non-research personnel. This is not a research report and the views or information contained herein should not be viewed as independent of the interest of Morgan Stanley trading desks. Such interest may conflict with your interests and recipients should be mindful of such potential conflicts of interest when reviewing this information. The views of the trading desk may differ from those of the Research Department or others at Morgan Stanley. Morgan Stanley may deal as principal in or own or act as market maker or liquidity provider for the securities/instruments (or related derivatives) mentioned herein. The trading desks may engage in a variety of trading activities (which may conflict with the position an investor may have) before or after providing this information, including accumulation of a position in the subject securities/instruments based on the information contained herein or otherwise. Morgan Stanley may also perform or seek to perform investment banking services for the issuers of the securities and instruments mentioned herein. Morgan Stanley is not a municipal advisor and the opinions or views contained herein are not intended to be, and do not constitute, advice, including within the meaning of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Please see additional important information and qualifications at the end of this material.

## II.1. Distribution Network

Morgan Stanley is uniquely positioned to maximize competition for the District’s 2019 Bonds, which will help the District achieve the lowest cost of funds, as we are one of the only firms in the industry with a complete distribution system that directly accesses individual retail investors, high-net-worth individuals, middle markets investors, and large institutions. Morgan Stanley’s broad investor coverage allows the Firm to create strong demand for our clients’ municipal debt from whichever investor classes are actively participating in the tax-exempt market at any given time, benefiting our clients under all market conditions. We summarize each components of our distribution system below.

- **Institutional Investor Coverage.** Morgan Stanley is widely recognized as a premier institutional firm because of the Firm’s long-standing, extensive relationships with institutional investors and its willingness to provide liquidity in the secondary market for municipal securities. The Firm maintains a team of 12 institutional municipal salespeople exclusively dedicated to the 150 largest institutions that regularly buy municipal securities including each of the institutional firms that are most likely to place orders for the District’s 2019 Bonds. The Firm also maintains a 150-person institutional sales force that covers a second tier of institutional investors that include regional banks, investment advisors, and corporations throughout the country, including in California. Together, our institutional fixed income professionals have access to over 9,000 institutional investors who manage approximately 75% of all assets in the United States, and cover the entire range of potential institutional purchasers of the District’s bonds.

- **California and National Retail Coverage.** With the largest retail distribution system in California and nationally, Morgan Stanley is well positioned to help the District realize the full benefit of retail investor demand. While other firms claim to have access to large retail customer bases, it is generally through distribution agreements with other firms. Morgan Stanley is unique in that Morgan Stanley Wealth Management (“MSWM”) is a wholly owned network that provides us direct and exclusive access to our retail customers, which allows our underwriters to market the District’s bonds directly to retail investors with targeted credit pieces and detailed marketing materials related to the sale. Selling bonds to retail customers directly also allows the District to avoid selling bonds on a “wholesale” basis through a distribution agreement, which may create tax-related concerns, including issue price complications, or conflicts if the bonds immediately trade up, and provides the District with greater control over retail allocations. Finally, the District will have the ability to directly place bonds with customers through our local offices in and around its service area. As summarized in the table above, MSWM consists of over 15,000 financial advisors in 552 offices nationally who manage over six million accounts with assets totaling over \$2 trillion, including \$185 billion of municipal securities. This includes 70 offices in California (including two in Monterey County) with 2,074 financial advisors who manage over one million accounts with \$497 billion of assets, including \$44 billion of municipal securities. ***MSWM retail customers currently hold \$4.0 billion of California water and wastewater bonds, and these investors will make excellent targets for placement of the District’s 2019 Bonds.***

MSWM National and Local Presence

	National	California	Monterey County
Number of Offices	552	70	2
Number of FAs	15,632	2,074	16
Accounts	6,255,112	1,009,681	5,901
Assets	\$2.3 TR	\$497.0 BN	\$1.8 BN
Municipal Assets	\$185.4 BN	\$43.6 BN	\$0.2 BN
Municipals as % of Total	8.2%	8.8%	13.3%

- **High-Net-Worth Retail.** The Firm’s Private Wealth Management Group (“PWM”) caters to high-net-worth individuals across the globe, further enhancing our sales and marketing efforts. The individuals covered by PWM purchase securities directly rather than through intermediaries (e.g. bond funds) and they represent an important class of investors in municipal obligations. PWM has 350 professionals in select cities globally, including San Francisco, Menlo Park, and Los Angeles who market municipal securities to their clients. In total, PWM has over \$175 billion in assets under management.

**Pricing Example.** As the #1 underwriter of fixed-rate California water and wastewater revenue bonds over the past three years, Morgan Stanley has extensive experience successfully pricing bonds of various sizes in all types of market conditions. Notably, demand for California utility revenue bonds and certificates of participation (“COPs”) has been extremely strong in 2019, with short- and intermediate-term maturities pricing through the “AAA” MMD index in many cases. The outperformance of California bonds has been largely driven by local investors seeking tax-exempt investment options in response to the cap on state and local tax deductions that went into effect following passage of the federal *Tax Cuts and Jobs Act*, which has driven credit spreads for California bonds to historic lows. Below, we provide a case study for a sole managed transaction that demonstrates Morgan Stanley’s ability to aggressively price and structure bonds to help our issuing clients achieve the lowest cost of funds. Although this transaction, at \$41.7 million in total par, was larger than the District’s upcoming financing, we believe it is representative of how Morgan Stanley’s significant banking, marketing, and underwriting expertise can lead to an extremely successful pricing on behalf of a California

water/wastewater enterprise.



**South Coast Water District \$41.7 Million Revenue Bonds, Series 2019A Bonds.** On February 6, 2019, Morgan Stanley sole managed South Coast Water District's Series 2019A Revenue Bonds totaling \$41.7 million in par. South Coast Water District is a retail provider of water and wastewater service to all or a portion of the cities of Laguna Beach, San Clemente, San Juan Capistrano, and Dana Point. The 2019 Bonds were issued to finance \$25 million of new money purposes and to advance refund the District's outstanding 2010B Build America Bonds (BABs). **In order to reduce the District's funding costs and help it achieve its refunding savings targets, Morgan Stanley structured \$26.3 million of the 2019A Bonds (63% of total) with sub-5% coupons.** Morgan Stanley also aggressively marketed the 2019A Bonds, resulting in **\$77.8 million of investor orders** for \$41.7 million of bonds, a subscription level of 1.9x, with certain maturities up to 3.8x subscribed. As a result of strong investor demand, **Morgan Stanley was able to reduce bond yields by up to three basis points in certain maturities on the day of pricing.** In addition, **Morgan Stanley committed to underwrite \$15 million of unsold bonds at the end of the order period to maintain attractive pricing levels and help the District achieve its financing objectives.** Ultimately, the transaction achieved roughly \$1 million of net present value savings (5.06% of refunded par), exceeding savings thresholds set by the District's board, and **the Bonds priced at tighter spreads in certain maturities than other highly rated AAA California water districts that priced around the same time.**

## II.2. Revenue Bonds versus Certificates of Participation

As one of the leading underwriters of California water and wastewater debt, Morgan Stanley's team has extensive experience with both revenue COPs and revenue bonds. Over the past several years, we have found investors to be sufficiently familiar with the revenue COP structure commonly used by California utilities to finance new money projects. **As such, we anticipate that in the current market there would be no pricing differential should the District sell enterprise revenue COPs under its own name (as it did in for its new money financing back in 2006) versus revenue bonds through a JPA.** Given that this latter alternative would impose an additional layer of complexity (adding an additional party to the finance team), time (procuring JPA Board approval), and cost (fees charged by the JPA), we recommend that the District structure the upcoming transaction as revenue COPs.

We provide our interest rate forecast below in Section II.4.

## II.3. Call Feature

The District could consider issuing all or a portion of its 2019 Bonds with a par call date shorter than the standard 10 years, to the extent the additional option value relative to the potential cost is attractive. In fact, many issuers have explored shorter call options to increase their future redemption flexibility (i.e. the opportunity to refinance, restructure, or repay debt early) following the passage of the *Tax Cuts and Jobs Act of 2017*, which eliminated tax-exempt advance refundings of tax-exempt bonds. **For example, bonds with a 6-year par call could be beneficial to the District, as it would align the call date of the 2019 Bonds with the June 1, 2025 call date on the District's Series 2015A Bonds.** This would allow the District to refund both series at the same time, thereby achieving future transaction efficiencies and economies of scale. However, bonds with a shorter call date typically have a higher cost on a yield-to-maturity basis if the bonds stay outstanding past the call date, and this cost has increased over the past year as shorter calls have become more common. To illustrate, in the table above we provide indicative pricing for a 20-year bond with a 10-year call date versus a 6-year call date, each with a 5% coupon. As shown, a shorter call date offers a lower interest rate on a yield-to-call basis, but is more expensive on a yield-to-maturity basis. However, this analysis does not include the option value created by the shorter call period (i.e. the opportunity to achieve future savings via a refunding at an earlier point in time). One way to evaluate the value of the call option across bonds with different call dates is through a metric known as the Option Adjusted Yield ("OAY"), which incorporates the theoretical value of the in-the-money call option included at issuance, given historical interest rate movements and volatility. Once the theoretical option value is incorporated into the analysis, the option-adjusted yields are fairly comparable, with the 10-year call offering the most attractive option to the District. However, the District may value the additional flexibility of a shorter call beyond its theoretical value, which would make short call more attractive to the District than it might to another issuer who does not value this flexibility, or has other bonds callable on that date. **That said, if the District's objective is to achieve the lowest interest rates on its bonds today, then we would suggest a standard 10-year par call, as it**

### Yield Comparison: 6-Year v. 10-Year Call

Market Conditions as of August 23, 2019

	6-Year Call	10-Year Call
Maturity (20 Year)	6/1/2039	6/1/2039
Call Date	6/1/2025	6/1/2029
MMD	1.70%	1.70%
Spread (5% Coupon)	-5 bps	+10 bps
Yield-to-Call	1.65%	1.80%
Yield-to-Maturity	3.72%	3.09%
Option-Adjusted-Yield	2.99%	2.79%

Note: Option value assumes 15% volatility

**offers the lowest yield-to-maturity and thus the lowest all-in cost of funds.** If selected to serve the District as underwriter, we would work with the District and its Municipal Advisor to evaluate the various costs and benefits of different call option dates, which fluctuate in response to changes in market conditions and investor demand, to determine the structure that best meets the District’s objectives at the time of the bond sale.

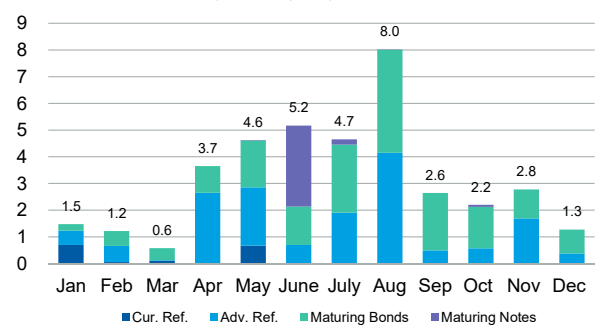
## II.4. Structuring and Marketing Approach

**Bond Market Considerations.** With respect to the District’s current financing schedule, which contemplates a bond sale in November 2019, we would anticipate working closely with the District and its Municipal Advisor to monitor market conditions to identify a favorable timeline that maintains flexibility to properly respond to any potential changes in the market that could impact the financing, while keeping in mind potential market-moving events. Recently, macroeconomic events (such as trade tensions, Chinese currency devaluation, and political turmoil in Hong Kong) have had a particularly strong imprint on the market, following the expected FOMC rate cut on July 30th. Hence, volatility (exacerbated by the possibility of an economic downturn as recently expressed by the inverted 2 and 10-year UST yields) is the major macroeconomic trend that the District should bear in mind for a November financing. As such, marketing to a broad range of investor types will be the key to a successful sale, as preferences may shift against the backdrop of rapidly changing markets. We are also hearing anecdotally throughout the country that issuers are attempting to accelerate their borrowings to capture the significant interest rate decreases that have occurred in 2019 (30-year MMD is down 111 basis points year-to-date, while 30-year UST is down 91 basis points). As such, because of municipal issuers’ approval timelines, Morgan Stanley expects a robust supply calendar this fall. Specific to California, November should be clear of any large State borrowings, as the State Treasurer’s office has historically ended its fall borrowings in October.

The adjacent graph also illustrates California bond redemptions throughout the year, which indicates when investors will be looking to reinvest money that comes due in any given month. While November is not a peak month, it is the largest month between September and December. Moreover, the municipal bond market continues to be extremely favorable to issuers, as investor demand across the yield curve far outpaces moderate new issue supply. These technical factors have been further buoyed by the Federal Reserve’s recent July Fed Funds cut, and the market’s expectation that the Fed will continue to cut rates. Strong investor demand for municipal bonds is even more pronounced in California, driven primarily by local investors seeking tax-exempt investment options in response to the cap on state and local tax deductions that went into effect last year as part of the federal *Tax Cuts and Jobs Act*.

### Projected California Redemptions

Calendar Year 2019 Projections (\$BN)



### Morgan Stanley’s Interest Rate Forecast.

Following the FOMC’s July 30th rate cut and the related commentary, Morgan Stanley revised its interest rate forecast to two more rate cuts of 25 basis points in September and October. Our economists’ forecast of longer U.S. Treasuries was also revised downwards.

### Morgan Stanley’s Tax-Exempt Interest Rate Forecast

Updated August 16, 2019

	As of 8/16	2019Q4			2020Q2		
		Bull Case	Base Case	Bear Case	Bull Case	Base Case	Bear Case
2-Year	0.95%	0.45%	0.85%	1.55%	0.35%	0.90%	1.65%
5-Year	0.95%	0.60%	0.90%	1.65%	0.50%	0.95%	1.80%
10-Year	1.20%	0.90%	1.25%	1.80%	0.70%	1.35%	2.05%
30-Year	1.85%	1.55%	1.95%	2.55%	1.20%	2.05%	2.75%

Base case, we now expect 10-year UST at 1.70% and 30-year UST at 2.25% by the end of 2Q2020. On the tax-exempt side, Morgan Stanley’s economists have recently updated their forecast based on recent market trends. We present this forecast, which reflects market conditions as of August 16, 2019 in the adjacent table. As shown, our economists forecast the tax-exempt yield curve to remain relatively steady over the next 12 months, with the front end of the yield curve projected to decrease 5-10 basis points and the long-end of the yield curve to increase 10-25 basis points, in our Base Case rates forecast. The main takeaway from these forecasts is that the District’s borrowing costs are likely to remain attractive when it sells its bonds in November.

**Structuring Approach.** With the dramatic recent decrease in interest rates, we have an increase in reserve inquiries for sub-5.00% coupons, as institutional investors generally seek incremental yields (on a yield-to-call basis) across borrowings of all credit quality. For example, in a July tax-exempt borrowing for the Bay Area Rapid Transit District totaling \$518.305 million, 39.7% of the borrowing was priced with 3.00% coupons, and 17.2% with 4.00% coupons. Retail investors also prefer par-ish structures, and lower coupons can increase their appetite for a specific borrowing, depending on then-current market conditions. We also continue to see broad acceptance of short-calls, as investors seek

to diversify away from the standard 10-year par call structure. As discussed in Section II.3 with respect to the call date and below with respect to couponing, prior to pricing Morgan Stanley will present a full analysis of yield-to-call, yield-to-maturity, and option-adjusted-yield for any structure that deviates away from standard 5.00% coupons and 10-year par calls, to discuss with the District and the finance team the benefits and drawbacks of these alternative structures. For example, some issuers prefer to use low coupons in order to lock-in the lowest costs of funds today, which other issues prefer have as many 5.00% coupons as possible for new money borrowings, to maximize the value of future refunding opportunities. As underwriter, Morgan Stanley will keep the District up to date on investors' structuring preferences, and clearly communicate our resulting marketing approach prior to, and during, the bond sale.

**Indicative Financing Results.** In the adjacent table, we provide indicative financing results for several debt service structures that the District could consider. If selected to serve the District as underwriter, we would anticipate working closely with the District and its Municipal Advisor to develop the structure that best meets the District's financing objectives at the time of the bond sale. In each scenario, we assume (i) the District finances \$23 million of projects; (ii) current market interest rates; (iii) a bond sale and delivery in November 2019; (iv) June 1 maturity dates and June/December interest payment dates; and (v) an optional 10-year par call on the new bonds.

**Summary of Indicative New Money Financing Results**

Market Conditions as of August 23, 2019

	<b>Base Case: Level Debt Service</b>	<b>Alternative A: 1 Year Interest Only</b>	<b>Alternative B: Wrapped Debt Service</b>
<b>2019 Bonds</b>			
Project Fund Deposit	\$23,000,000	\$23,000,000	\$23,000,000
Total Par Amount	\$20,165,000	\$20,140,000	\$21,220,000
Term	30 Years	30 Years	30 Years
Principal Amortization	2020-2049	2021-2049	2038-2049
Average Life of Bonds	18.2 Years	18.3 Years	24.5 Years
All-in TIC	3.17%	3.17%	3.61%
Total Debt Service	\$35,746,242	\$35,834,755	\$42,884,511
Average Annual Debt Service	\$1,191,541	\$1,194,492	\$1,429,484
Maximum Annual Debt Service	\$1,213,150	\$1,222,200	\$2,310,000
<b>Total Debt Service<sup>(1)</sup>:</b>			
Average Annual Debt Service	\$2,643,962	\$2,646,959	\$2,885,686
FY 2020 Total Debt Service	\$4,711,992	\$4,527,655	\$4,530,361
FY 2020 Coverage <sup>(2)</sup>	4.72x	4.91x	4.91x
FY 2021 to FY 2049 MADS <sup>(3)</sup>	\$3,466,100	\$3,474,850	\$3,119,150
FY 2021 to FY 2049 MADS Coverage <sup>(2)(3)</sup>	6.42x	6.40x	7.13x

(1) Includes Series 2015A Bonds and subordinate Series 2010A Bonds (final maturity on 6/1/2020);

Excludes debt service on 2017 Holman Capital Loan and SRF Loans

(2) Based on FY 2018 Net Revenues of \$22.2 million (Source: 2018 Continuing Disclosure Report)

(3) MADS = Maximum Annual Debt Service

- Base Case:** As shown, our Base Case structure is a 30-year term with level annual debt service payments, which we estimate results in an all-in true interest cost (“all-in TIC”) of 3.17% and average annual debt service of \$1.2 million per year through 2049. Total debt service on all of the District’s bonds (including the 2010 Subordinate Bonds (note: final maturity on June 1, 2020) and the 2015A Senior Lien Bonds) increases to \$4.7 million in FY 2020, with Maximum Annual Debt Service (“MADS”) of \$3.5 million thereafter. MADS coverage after FY 2020 equals 6.42x based on FY 2018 Net Revenues of \$22.2 million (source: 2018 Continuing Disclosure Report). **Rationale:** A 30-year financing with level annual debt service locks-in a historically low all-in cost funds over a long-term time horizon. The additional annual debt service is manageable and debt service coverage, at over 6.0x, remains very strong. Amortizing bonds across the yield curve will appeal to the large distribution of investors, as discussed in the “Expected Investor Distribution” section below.
- Alternative A:** The District’s annual debt service currently peaks at \$4.1 million in FY 2020, and then decreases to \$2.2 million per year beginning in FY 2021 after the 2010 Subordinate Bonds mature. In order to minimize the impact of the 2019 Bonds in FY 2020, when debt service is at its peak, the District could structure the 2019 Bonds as interest-only in 2020, with principal amortization from 2021-2049 to result in level annual debt service over the final 29 years. **Rationale:** As shown in the table above, deferring principal repayment until 2021 has a very minimal impact on the District’s all-in cost of funds and total debt service over the life of the bonds, and achieves many of the same benefits/objectives of the Base Case scenario. The additional benefit is that debt service in FY 2020 is reduced by \$181,631 and debt service coverage in that year increases by 0.19x.
- Alternative B:** Another alternative would be to “wrap” the 2019 Bonds around the District’s outstanding debt by back-loading principal repayments to after 2037 (the final maturity of the District’s Series 2015A Bonds). As shown, this increases the average life of the bonds, which increases the all-in TIC to 3.61%, an increase of 44 basis points compared to the Base Case. The advantage of this structure is that back-loading principal repayment reduces annual debt service through 2037 (since principal repayment is structured after this date), which improves MADS coverage by 0.71x compared to the Base Case. **Rationale:** The yield curve has flattened significantly over the past several years, with the spread between 5-year and 30-year MMD decreasing from X basis points on December 16, 2015 to



approximately X basis points today. As a result, longer term debt is now relatively less costly in today’s market, which suggests a benefit to issuing longer bonds to lock-in an attractive cost of funds. Furthermore, we have recently seen the strongest investor demand for bonds that mature longer on the yield curve, based on our experience with other comparable financings over the past several months. This demand has driven 30-year tax-exempt interest rates to historic lows. Thus, this structure would allow the District to achieve a low overall cost of funds, while reducing MADS and increasing MADS coverage, and also preserving long-term capacity for future debt.

**Couponing Strategy.** Although institutional investors have historically favored 5% coupon bonds, Morgan Stanley has successfully completed sizable portions of certain recent financings using lower-coupon structures, supported by both institutional and retail demand. However, there are trade-offs between couponing strategies that the District should consider. From the District’s perspective, including lower coupon callable bonds with a lower yield-to-maturity (relative to 5% coupon bonds) would be attractive for locking in today’s low interest rates for the life of the bonds. At the same time, if an issuer considers that the new series of bonds may be refunded again in the future, it may wish to seek a couponing strategy that results in the lowest OAY. To illustrate, we provide a sample analysis in the adjacent table of a 20-year maturity bond (with a 10-year par call) with a 5% vs. 4% coupon. The 4% coupon has a 19 basis point benefit on a yield-to-maturity basis, indicating lower debt service to maturity for the 4% alternative, though a higher yield-to-call. The OAY analysis indicates a two basis point difference to the 5% coupon on an OAY basis in the current market. However, we also note that the coupon strategy can be utilized to generate demand from different investor segments, as institutional investors typically prefer 5% or premium coupons, which provide more price protection, while “buy and hold” retail investors are generally more sensitive to credit quality than yield, and as such have historically preferred “par-ish” structures. Thus, 4% and 3% coupons may attract additional retail participation while simultaneously generating a lower cost of funds for the District. This is supported by observed retail investor activity over the past several weeks. Morgan Stanley’s municipal retail sales and trading professionals have noted that in the current market, retail investors tend to be particularly active and interested in bonds in the short to intermediate maturity range with more par-ish couponing features. Granted, this preference could very well change before the District’s bond sale. Nonetheless, Morgan Stanley’s expansive direct retail distribution network provides dependable and timely insights into retail investor behavior that are based on a large sample size of trades. As such Morgan Stanley is committed to utilizing this insight to help the District achieve the lowest cost of funds by matching couponing to retail investor demand. As senior manager, Morgan Stanley would anticipate pursuing the couponing strategy that best meets the District’s objectives at the time of pricing, and we would encourage the District to remain flexibility with respect to the final couponing strategy.

**Yield Comparison: 4% Coupon v. 5% Coupon**

Market Conditions as of August 23, 2019

	4% Coupon	5% Coupon
Maturity (20 Year)	6/1/2039	6/1/2039
Call Date	6/1/2029	6/1/2029
MMD	1.70%	1.70%
Spread	+40 bps	+10 bps
Yield-to-Call	2.10%	1.80%
Yield-to-Maturity	2.90%	3.09%
Option-Adjusted-Yield	2.81%	2.79%

Note: Option value assumes 15% volatility

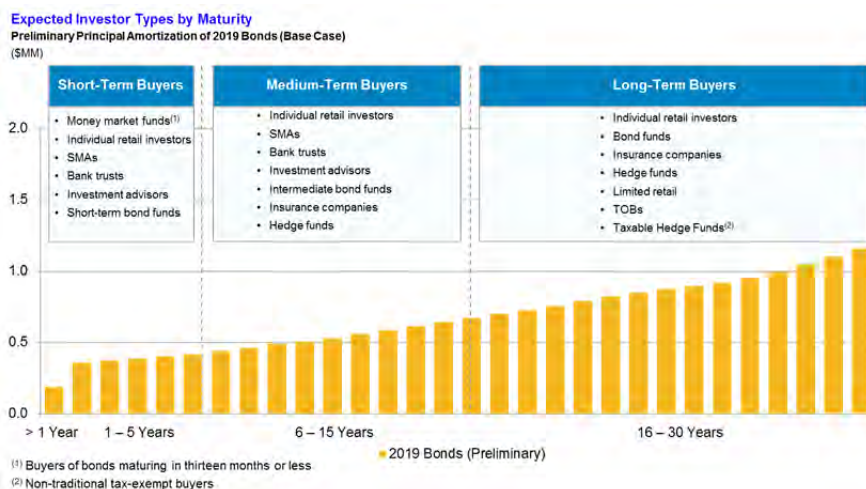
**Potential Refunding Opportunities – Holman Capital Loan and SRF Loan.** In addition to its 2015A Senior Lien Bonds, the District also has additional parity obligations outstanding, including (i) 2017 Holman Capital Loan and (ii) State Revolving Fund (“SRF”) loan. We discuss potential refinancing opportunities related to these obligations below. If selected to service the District as underwriter, Morgan Stanley would anticipate further evaluating these potential refunding opportunities that could potentially be available at the time of the 2019 Bond sale in order to help the District reduce its costs of funds.

- **Holman Capital Loan:** According to the District’s most recent Comprehensive Annual Financial Report, the District entered into an Installment Purchase Agreement in January 2017 with Holman Capital that financed the conversion of the District’s BLM construction loan. The Agreement with Holman Capital was for a 20-year fixed-rate loan secured by Net Revenues of the District to be paid off at the end of the loan term. The taxable interest rate is a fixed all-in rate of 5.75%, and there is no prepayment penalty, which gives the District the ability to refinance the loan at a lower interest rate. **Given the reduction in taxable interest rates in 2019, the District may now have the opportunity to refinance its Holman Capital loan to a lower interest rate.** The 20-year U.S. Treasury is now at 1.82% compared to 2.70% as of January 2017 when the District entered into the Agreement. This refinancing potentially be accomplished through a public market sale of taxable revenue bonds, and the transaction could be combined with the sale of tax-exempt new money bonds in order to achieve economies of scale with respect to costs of issuance and the District’s time investment.
- **SRF Loan:** In addition, per the District’s 2018 Comprehensive Annual Financial Report, it received an SRF loan from the California State Water Resources Control Board to finance the costs of constructing certain transmission and distribution pipelines and related infrastructure. Due to SRF loan draws being financed on a reimbursement basis, the District obtained interim financing in the form of a Revolving Line of Credit (“RLOC”) from BBVA Compass Bank in

the amount of \$16 million. The RLOC has a 36-month term, and the outstanding credit balance was \$6.6 million as of June 30, 2018. Depending on the outstanding RLOC balance currently, and/or the amount drawn on the District's SRF loan since the end of FY 2018, the District could evaluate whether to refinance its RLOC/SRF debt with publically sold tax-exempt revenue bonds. While SRF loans have historically offered an extremely competitive cost of funding, given the significant reduction in revenue bond interest rates in 2019, certain water/wastewater issuers now have the opportunity to refinance their SRF loans via a public market bond sale for significant savings.

**Marketing Approach.** Morgan Stanley's approach to investor marketing begins with a review of the bond maturity structure and credit fundamentals to assess the likelihood of participation among different investor types. Currently, our Base Case structure for the District's anticipated new money borrowing offers bonds throughout the yield curve with a final maturity in 30 years. As such, Morgan Stanley will target multiple types of investors to build demand within each segment of the likely investor base (institutional, professional retail, and individual retail). Next, we identify specific investors who we believe may be most likely to participate in the bond sale, based on participation in sales of other similar recent issues. We then develop an investor outreach program that is designed to enhance investor participation. Finally, we focus on obtaining investor credit approval well in advance of the sale date. As one of the leading underwriters of municipal bonds and the Firm with the largest retail distribution network, we are well positioned to execute such a plan. Below, we discuss specific aspects of our marketing strategy, beginning with expected investor distribution and specific investors to target.

- Expected Investor Distribution.** The structure of the financing, absolute rates, bond fund flows, and investment returns available on other investment classes will drive the market for the District's bonds. Despite the decrease in interest rates over the past several months, retail investors and professional retail investors who manage portfolios on behalf of affluent individuals have continue to be relevant buyers of tax-exempt bonds. Most notably, this includes separately-managed accounts ("SMAs"), one of the most active buyer segments in the municipal bond market currently. These buyers are seeking out high quality, tax-exempt investments with the goal of principal preservation for their clients. Based on current market indications, we anticipate retail participation (including professional retail and SMAs) to account for about 40% of the contemplated financing, while institutional investors such as bond funds (50%), and others (10%) to purchase the rest. In identifying investors, we would also focus on the types of firms stated in the graphic to the right in their respective maturities.



- Institutional Investors to Target.** In the adjacent tables, we identify the top institutional holders of the District's outstanding bonds and the top institutional holders of California water/wastewater revenue bonds in general (as well as the cumulative holdings of Morgan Stanley Wealth Management's retail system). Morgan Stanley's sales force would begin by contacting the District's current investors, including Vanguard and Federated, as they make natural targets for the upcoming sale. They are already familiar with the District's credit and the issues impacting the California water and wastewater sector generally, and are therefore best positioned to appreciate the District's strong credit position and bid aggressively for the refunding bonds. To expand the District's investor base, Morgan Stanley would also focus on investors that hold other California water and water revenue bonds, but do not currently hold any of the District's bonds, including Franklin, BlackRock, and Nuveen. These investors have played meaningful roles in a number of recent California water revenue bond financings, and could help to bolster demand for the District's financing.

**Marina Coast Water District: Top Bondholders**

As of August 2019 (Publicly disclosed holders only)

Rank	Firm	Par
1	Vanguard	\$5,175,000
2	Federated	1,945,000
3	<b>MSWM</b>	<b>1,530,000</b>

Sources: Thompson Reuters eMx database; Morgan S

**All CA Water/Wastewater: Top Bondholders**

As of August 2019 (Publicly disclosed holders only)

Rank	Firm	Par
1	<b>MSWM</b>	<b>\$4,049,468,073</b>
2	Vanguard	2,048,613,000
3	Franklin	1,240,275,000
4	BlackRock	1,026,204,000
5	Nuveen	877,665,000
6	MetLife	420,215,000
7	State Farm	284,955,000
8	JPM Asset Management	259,049,000
9	Guggenheim	241,909,000
10	WAMCO	220,988,000

Sources: Thompson Reuters eMx database; Morgan

**SMA Buyers of Recent CA Water/Wastewater Bonds**

Morgan Stanley Senior/Sole Managed Transactions in 2019

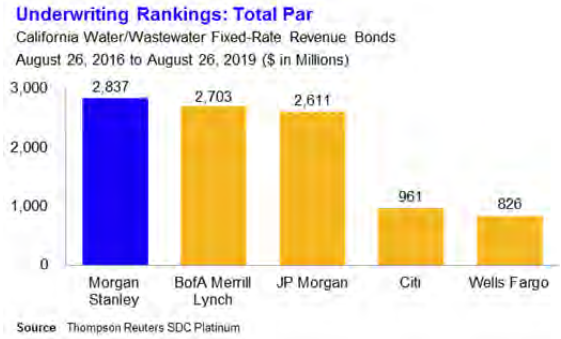
Firm
GSAM
Bessemer Trust
Breckinridge Capital Advisors
Capital Research
Oppenheimer

Source: Morgan Stanley

- **Retail Investors to Target.** As summarized in the table above, retail accounts within MSWM currently hold \$1.5 million of the District’s bonds, making Morgan Stanley’s retail clients collectively a leading investor in the District’s bonds. **Furthermore, MSWM retail customers currently hold over \$4.0 billion of California water and wastewater bonds, nearly double the holders of any publicly disclosed institutional investor.** Given our retail system’s demonstrated appetite for California water and wastewater revenue bonds, we believe these investors will make strong targets for the District’s bond sale, particularly given its strong AA-S&P ratings. Moreover, SMAs are currently very active in the first ten years of the yield curve. As SMA holdings are not publicly available, we identify in the adjacent table several who have recently participated in other California water/wastewater revenue bond sales that Morgan Stanley senior or sole managed in 2019, including: Goldman Sachs Asset Management (“GSAM”), Breckenridge, Bessemer, Capital Research, and Oppenheimer.
- **Investor Outreach.** Morgan Stanley will use the following strategies to market the District’s bonds: (a) Release an Early Notice to reserve the District’s spot on the calendar, (b) Release the Preliminary Official Statement one week prior to pricing; (c) Consider utilizing an internet roadshow to highlight the transaction and credit strengths; (d) Highlight credit features in Morgan Stanley’s Sales Point Memorandum and internal marketing including through Morgan Stanley’s Investing with Impact sustainability investing platform; and (e) Present transaction (banker presentation) at internal institutional sales force meetings. The District could also consider providing order priority to retail investors, which can help attract retail investors and encourages retail investors to place orders if they believe their orders will be filled first, which creates additional competition among all investor classes and puts more pressure on institutions to bid aggressively. In this case, we would also suggest reserving at least 50% of each maturity for institutional investors to ensure they remain focused on the transaction.
- **Green or Sustainability Bond Designation.** Socially-responsible investing (“SRI”) or sustainable investing continues to be a rapidly growing trend across all asset classes. Based on the District’s core mission and function, a Green or Sustainability Bond designation may be appropriate for this new money borrowing, and would enhance the marketability of the bonds. If selected to service the District as underwriter, we would be happy to discuss with the District the specific capital improvement projects that would be funded with bond proceeds in order to make a definitive recommendation. As the #1 underwriter of Green/Social/Sustainability Bonds nationally, Morgan Stanley strongly believes in the ability of these bonds to (i) align with an issuer’s (and Morgan Stanley’s) commitment to sustainability and (ii) attract additional investor demand to a bond sale. Morgan Stanley has senior managed 74 negotiated Green/Social/Sustainability Bond financings (24 more than any other underwriter) totaling \$9.0 billion, including financings for the San Francisco Public Utilities Commission (Water Revenue Bonds), City of Los Angeles (Wastewater Revenue Bonds), and the California State Water Resources Control Board (Clean Water SRF Revenue Bonds). As a result, Morgan Stanley has the greatest awareness of which investors have dedicated monies to invest in these offerings, with many close, ongoing relationships with portfolio managers that have Green mandates who are looking for high-quality investments. We can also guide the District in determining whether to engage a third party that provides a Green certification, or simply self-designate the projects funded by the bonds. In this case, should the District decide to pursue a Green Bonds designation, we do not envision obtaining a third party certification. Rather, the District would commit (but not be obligated) to provide the list spent proceeds until all of the proceeds are expended.
- **Investor Liaison.** Morgan Stanley maintains a dedicated Investor Relations Group led by Dennis Farrell, Executive Director and the former head of Moody’s Public Finance. Dennis provides our clients and salespeople with extensive credit analyses for both new and seasoned issues, and would lead our investor relations efforts on behalf of the District. The Firm’s investor relations effort has one primary objective: to make sure investors, or more specifically credit analysts, have all the information they need to make a credit decision on a bond. This framework is supported by the fact that for investors in the current market, credit considerations generally come before price considerations. Our goal is to ensure that credit analysts on the buy-side are well informed of all credit considerations that help them make informed decisions on bond investments.

### III.1. Firm Experience

**#1 Underwriter of California Water and Wastewater Bonds.** Morgan Stanley entered the municipal finance business in 1984 and maintains a deep commitment to serving this sector. The Firm consistently ranks among the leading underwriters of municipal bonds California and nationally, with a particular focus on California-based water and wastewater enterprise revenue bonds. **In fact, over the past three years, Morgan Stanley is the #1 underwriter of fixed-rate California water and wastewater revenue bonds, with 28 senior managed transactions totaling over \$2.8 billion in par, a market share of 18.9%, as illustrated in the adjacent figure.** This includes senior and sole managed negotiated transactions for water and wastewater systems including South Coast Water District, Moulton Niguel Water District, San Francisco Public Utilities Commission, South Placer Wastewater Authority, Eastern Municipal Water District, City of Los Angeles (Wastewater System), Los Angeles Department of Water and Power, Metropolitan Water District of Southern California, California Department of Water Resources, Irvine Ranch Water District, and the California State Water Resources Control Board, among others. We provide a detailed list of this experience in **Appendix A**. Our extensive experience provides Morgan Stanley with a deep understanding of the structuring and credit issues faced by California wastewater and water systems.



### III.2. Project Team

Morgan Stanley has a team of experienced banking, quantitative, and marketing professionals who would be dedicated to the successful and efficient execution of the District’s financing. Our team consistently ranks among the leading underwriters of bonds for California issuers, with particular expertise in wastewater and water financings. **Dan Kurz, Vice President**, and **Esther Berg, Executive Director**, will serve as co-lead bankers and provide day-to-day project management. Dan and Esther have a combined 35 years of finance experience and work with municipal water and wastewater systems throughout California. **John Sheldon, Managing Director and Head of Morgan Stanley’s National Infrastructure Group**, will provide project oversight and ensure that the full resources of Morgan Stanley are available to the District to successfully complete its financing.

<b>Day-to-Day Project Management</b> <b>Dan Kurz</b> Vice President 1999 Avenue of the Stars, Los Angeles (310) 788-2171 Daniel.Kurz@ms.com <b>Esther Berg</b> Executive Director 555 California Street, San Francisco (415) 576-2072 Esther.Berg@ms.com		<b>Project Oversight</b> <b>John Sheldon</b> Managing Director Head of National Infrastructure Group 555 California Street, San Francisco (415) 576-2083 John.Sheldon@ms.com
<b>Analysis and Execution</b> <b>Steve Beus</b> Analyst 555 California Street, San Francisco (415) 576-3149 Steven.Beus@ms.com		<b>Quantitative Solutions Group</b> <b>Safdar Mirza</b> Executive Director 1585 Broadway, New York (212) 761-9050 Safdar.Mirza@ms.com
<b>Municipal Syndicate</b> <b>Dan Kelly</b> Executive Director Deputy Head of Municipal Syndicate 1585 Broadway, New York (212) 761-1541 Daniel.Kelly@ms.com <b>Luke Hale</b> Executive Director 1585 Broadway, New York (212) 761-1559 Luke.Hale@ms.com <b>Taylor Ryan</b> Analyst 1585 Broadway, New York (212) 761-0489 Taylor.Ryan@ms.com		
<b>Retail Sales</b> <b>Lindsey Wetzel</b> Executive Director Head of Municipal Retail Sales 555 California Street, San Francisco (415) 576-2185 Lindsey.wetzel@ms.com	<b>Institutional Sales</b> <b>Stu Perilstein</b> Managing Director Co-Head of Institutional Sales 1585 Broadway, New York (212) 761-1486 Stuart.Perilstein@ms.com	<b>Credit and Investor Relations</b> <b>Dennis Farrell</b> Executive Director 1585 Broadway, New York (212) 761-9039 Dennis.Farrell@ms.com

**Safdar Mirza, Executive Director**, is the head of our Quantitative Solutions Group with over \$20 billion of municipal financing experience, and will oversee all quantitative analysis. **Steve Beus, Analyst**, will provide banking and execution support for this engagement. **Dan Kelly, Executive Director and Deputy Head of the Municipal Syndicate**, will serve as lead underwriter for the District’s financing. Dan will be supported in that capacity by **Luke Hale, Executive Director**, and **Taylor Ryan, Analyst**. **Dennis Farrell, Executive Director**, leads Morgan Stanley’s Public Finance Investor Relations Group and Credit Analysis efforts and will be available to work with the District throughout the credit rating and marketing process. **Lindsey Wetzel, Executive Director and Head of Municipal Retail Sales**, will coordinate retail marketing and distribution of the District’s Bonds. Lindsey works very closely with our top municipal-focused financial advisors throughout California, who will be integral to ensuring robust retail participation in the District’s bond sale. **Stu Perilstein, Managing Director and Co-Head of Municipal Institutional Sales**, will manage marketing and distribution to institutions nationwide. We provide resumes for our lead bankers to the District and our lead underwriter below, with a summary of each individual’s experience with senior managed California water financings over the past three years. In **Appendix A**, we provide a detailed list of the Firm’s experience over the past three years as senior manager of water and wastewater revenue bonds, noting our lead

bankers and underwriters involvement in these transactions, and in **Appendix B**, we provide resumes for our entire Morgan Stanley team.

### Co-Lead Bankers

**Dan Kurz, Vice President.** Dan has 15 years of consulting and finance experience, including seven years in Morgan Stanley's Public Finance Group where he provides investment banking services to municipal issuers throughout California, with a particular focus on water and wastewater systems. Since joining Morgan Stanley, Dan has worked on over \$15 billion of senior managed transactions. Over the past three years, Dan has executed senior or sole managed financings for South Coast Water District, Moulton Niguel Water District, Metropolitan Water District of Southern California, Eastern Municipal Water District, South Placer Wastewater Authority, California Department of Water Resources, and the California State Water Resources Control Board. Dan's structuring expertise includes water, wastewater, and electric system revenue bonds, enterprise revenue certificates of participation, general fund-backed certificates of participation and lease revenue bonds, general obligation bonds, airport revenue bonds, tax allocation bonds, tax and revenue anticipation notes, and variable rate products including commercial paper, floating rate notes, and put bonds. Prior to joining Morgan Stanley, Dan worked for a California-based consulting firm providing economic development strategies to local communities throughout California. A native of San Diego, Dan has a B.A. in Economics from Cornell University and both a M.A. of Urban Planning and M.B.A. from UCLA.

**Esther Berg, Executive Director.** Throughout her 21-year career in public finance, Esther has collaborated with issuers and their finance team to meet the public entities' immediate financial goals, while scrutinizing the transactions' impact on the issuers' long-term fiscal health and flexibility. Over the past three years, Esther has lead senior managed water and wastewater financings for South Coast Water District, San Francisco Public Utilities District, Eastern Municipal Water District, Metropolitan Water District of Southern California, Los Angeles Department of Water and Power, City of Los Angeles, Irvine Ranch Water District, and the California State Water Resources Control Board. Other clients include Santa Clara Valley Water District, Contra Costa Water District, West Basin Municipal Water District, and Tualatin Valley Water District. Esther graduated with honors from Georgetown University with a B.A. in History and French, and has an M.A. from the School of Oriental and African Studies, University of London.

### Lead Underwriter

**Dan Kelly, Executive Director and Deputy Head of Municipal Syndicate.** Dan recently took on a new role as Deputy Head of the Firm's Long-Term Municipal Syndicate, where he serves as the lead underwriter on negotiated transactions for issuers across the country. In this role, Dan has recently served as Morgan Stanley's lead underwriter on senior or sole managed California water/wastewater financings for South Coast Water District and Metropolitan Water District of Southern California, among others. In addition, Dan also has primary responsibility for bidding on competitive transactions, both long-term and short-term, for Morgan Stanley. This experience provides Dan with deep insight into market trends and investor demand that he is able to leverage to achieve aggressive pricing on behalf of Morgan Stanley's issuing clients for their negotiated financings. Prior to his new role on the long-term syndicate, Dan was responsible for pricing the Firm's portfolio of short-term variable rate tax-exempt securities and for the distribution of these securities within the Morgan Stanley system, with a particular emphasis on corporations, high net worth individuals, and institutional accounts. A 23-year industry veteran, Dan received a B.A. in Economics from Fairfield University.

## IV. Fees

We propose a takedown of \$3.00 per bond and estimate expenses at \$1.06 per bond, to total an estimated gross spread of \$4.06 per bond, assuming a sole managed transaction with a total par amount

of \$23 million and a 30-year term. This includes a not-to-exceed amount of \$15,000 for underwriter's counsel. ***Morgan Stanley would be willing to work with any qualified underwriter's counsel preferred by the District.*** If agreeable to the District, we propose Diane Quan at Hawkins Delafield & Wood LLP, whom we have found to have a detailed knowledge of California water and wastewater financings. ***Our proposal does not change if we are asked to underwrite any unsold bonds.*** Morgan Stanley regularly underwrites unsold bonds to help our issuing clients achieve a low cost of funds and meet their financing objectives. All fees not controlled by Morgan Stanley are estimates, subject to

#### Total Proposed Fees and Expenses

Assumes Par of \$23 Million and 30-Year Term

	Amount (\$)	\$/bond
Takedown	\$69,000	\$3.00
Expenses	24,303	1.06
<b>Estimated Gross Spread</b>	<b>\$93,303</b>	<b>\$4.06</b>

#### Proposed Expenses

Assumes Par of \$23 Million and 30-Year Term

	Amount (\$)	\$/bond
Underwriter's Counsel	\$15,000	\$0.65
Day Loan	639	0.03
Ipreso - Dalnet Book Running System	762	0.03
Ipreso - Game Day	751	0.03
Ipreso - News Services Charge	49	0.00
DTC Charges	800	0.03
CUSIP Fees	1,302	0.06
CDIAC Fees	5,000	0.22
<b>Estimated Expenses</b>	<b>\$24,303</b>	<b>\$1.06</b>

confirmation by each party upon determination of the final size and structure of the transaction. All proposed fees are contingent upon a successful closing of the financing. ***Morgan Stanley would very much appreciate the opportunity to work with the District, and we welcome further discussion of our fees if that is the determining factor in the District's selection process.***

**Appendix A**  
**Morgan Stanley Lead Managed Transactions**  
**California Water/Wastewater Revenue Bonds/COPs**  
**Last Three Years**

**Morgan Stanley Senior/Sole Managed Transactions**

**California Water/Wastewater Revenue Bonds/COPs**

August 26, 2016 to August 26, 2019 (Tax-Exempt Transactions Highlighted in Blue)

Sale Date	Issuer	Issue Description	Tax Status	MS Role	Par (\$MM)	MS Banker/Underwriter Role		
						Dan Kurz	Esther Berg	Dan Kelly
09/28/16	Irvine Ranch Water Dt	Bonds	Exempt	Senior	103.400		Banker	
10/13/16	California Dept of Wtr Resources	Water System Revenue Bonds	Exempt	Senior	428.130	Banker	Banker	
10/25/16	Pittsburg City-California	Refunding Water Revenue Bonds	Taxable	Sole	.780			
10/25/16	Pittsburg City-California	Refunding Water Revenue Bonds	Exempt	Sole	30.070			
12/15/16	California Poll Control Fin Auth	Revenue Bonds	AMT	Senior	70.000			
01/17/17	Orange Co Sanitation Dt	Wastewater Refunding Rev Oblig	Exempt	Senior	66.370			Underwriter
02/28/17	California Infrstr & Eco Dev Bank	Clean Wtr St Revolv Fd Rev Bonds	Exempt	Senior	450.000	Banker	Banker	
04/11/17	Marin Public Financing Auth	Revenue Bonds	Exempt	Senior	38.365			Underwriter
04/18/17	Eastern Municipal Water Dt	Ref Water & Wastewater Rev Bonds	Exempt	Senior	17.515	Banker	Banker	
04/26/17	Los Angeles Dept of Wtr & Power	Water System Revenue Bonds	Exempt	Senior	530.270		Banker	
05/09/17	Los Angeles City-California	Wastewater Sys Sub Rev Ref Bonds	Taxable	Senior	115.455		Banker	
05/09/17	Los Angeles City-California	Wstwr Sys Sub Rev & Ref Bonds	Exempt	Senior	334.695		Banker	
06/02/17	San Francisco City/Co Public Util Comm	Commercial Paper Notes	Exempt	Senior	750.000		Banker	
09/06/17	South Placer Wastewater Authority	Wastewater Revenue Bonds	Exempt	Sole	74.780	Banker		
11/14/17	Tulare City-California	Water Revenue Bonds	Exempt	Sole	18.155			
11/28/17	Sweetwater Authority	Water Revenue Bonds	Exempt	Senior	21.830			Underwriter
11/30/17	San Francisco City/Co Public Util Comm	San Francisco Water Revenue Bonds	Exempt	Senior	121.140		Banker	Underwriter
11/30/17	San Francisco City/Co Public Util Comm	San Francisco Water Revenue Bonds	Exempt	Senior	218.400		Banker	Underwriter
12/18/17	San Francisco City/Co Public Util Comm	Water Revenue Bonds	Taxable	Senior	34.280		Banker	
12/18/17	San Francisco City/Co Public Util Comm	Water Revenue Bonds	Exempt	Senior	57.595		Banker	
12/18/17	San Francisco City/Co Public Util Comm	Water Revenue Bonds	Exempt	Senior	350.305		Banker	
02/07/18	Los Angeles Dept of Wtr & Power	Water System Revenue Bonds	Exempt	Senior	231.000		Banker	
02/08/18	Silicon Valley Clean Water	Wastewater Revenue Bonds	Exempt	Senior	140.955			Underwriter
06/05/18	So California Metro Water Dt	Subordinate Water Rev Bonds	Exempt	Senior	64.345	Banker	Banker	Underwriter
09/13/18	Eastern Municipal Water Dt	Water & Wastewater Rev Ref Bonds	Exempt	Sole	47.780	Banker	Banker	
10/11/18	Otay Water Dt Financing Auth	Water Revenue Bonds	Exempt	Senior	32.435			Underwriter
01/24/19	Moulton Niguel Water Dt	Revenue Refunding Bonds	Exempt	Sole	48.605	Banker		
02/06/19	South Coast Water Dt Financing Au	Revenue Bonds	Exempt	Sole	41.680	Banker	Banker	Underwriter
06/13/19	Sonoma Co Water Agency	Water Revenue Bonds	Exempt	Senior	11.010			Underwriter
06/18/19	So California Metro Water Dt	Subordinate Wtr Rev Ref Bonds	Exempt	Senior	241.530	Banker	Banker	

Source: Thomson Reuters SDC Platinum

## Appendix B

### Morgan Stanley Finance Team Resumes

#### Co-Lead Bankers

**Dan Kurz, Vice President.** Dan has 15 years of consulting and finance experience, including seven years in Morgan Stanley's Public Finance Group where he provides investment banking services to municipal issuers throughout California, with a particular focus on water and wastewater systems. Since joining Morgan Stanley, Dan has worked on over \$15 billion of senior managed transactions. Over the past three years, Dan has executed senior or sole managed financings for South Coast Water District, Moulton Niguel Water District, Metropolitan Water District of Southern California, Eastern Municipal Water District, South Placer Wastewater Authority, California Department of Water Resources, and the California State Water Resources Control Board. Dan's structuring expertise includes water, wastewater, and electric system revenue bonds, enterprise revenue certificates of participation, general fund-backed certificates of participation and lease revenue bonds, general obligation bonds, airport revenue bonds, tax allocation bonds, tax and revenue anticipation notes, and variable rate products including commercial paper, floating rate notes, and put bonds. Prior to joining Morgan Stanley, Dan worked for a California-based consulting firm providing economic development strategies to local communities throughout California. A native of San Diego, Dan has a B.A. in Economics from Cornell University and both a M.A. of Urban Planning and M.B.A. from UCLA.

**Esther Berg, Executive Director.** Throughout her 21-year career in public finance, Esther has collaborated with issuers and their finance team to meet the public entities' immediate financial goals, while scrutinizing the transactions' impact on the issuers' long-term fiscal health and flexibility. Over the past three years, Esther has lead senior managed water and wastewater financings for South Coast Water District, San Francisco Public Utilities Commission, Eastern Municipal Water District, Metropolitan Water District of Southern California, Los Angeles Department of Water and Power, City of Los Angeles, Irvine Ranch Water District, and the California State Water Resources Control Board. Other clients include Santa Clara Valley Water District, Contra Costa Water District, West Basin Municipal Water District, and Tualatin Valley Water District. Esther graduated with honors from Georgetown University with a B.A. in History and French, and has an M.A. from the School of Oriental and African Studies, University of London.

#### Lead Underwriter

**Dan Kelly, Executive Director and Deputy Head of Municipal Syndicate.** Dan recently took on a new role as Deputy Head of the Firm's Long-Term Municipal Syndicate, where he serves as the lead underwriter on negotiated transactions for issuers across the country. In this role, Dan has recently served as Morgan Stanley's lead underwriter on senior or sole managed California water/wastewater financings for South Coast Water District and Metropolitan Water District of Southern California, among others. In addition, Dan also has primary responsibility for bidding on competitive transactions, both long-term and short-term, for Morgan Stanley. This experience provides Dan with deep insight into market trends and investor demand that he is able to leverage to achieve aggressive pricing on behalf of Morgan Stanley's issuing clients for their negotiated financings. Prior to his new role on the long-term syndicate, Dan was responsible for pricing the Firm's portfolio of short-term variable rate tax-exempt securities and for the distribution of these securities within the Morgan Stanley system, with a particular emphasis on corporations, high net worth individuals, and institutional accounts. A 23-year industry veteran, Dan received a B.A. in Economics from Fairfield University.

#### Project Oversight

**John Sheldon, Managing Director and Head of the National Infrastructure Group.** John began his municipal finance career in 1989 and joined Morgan Stanley in 1997. In his 30 years in public finance, he has extensive experience serving as senior banker to issuers throughout California. John has been Morgan Stanley's lead banker on all State of California and related transactions since 2007, as well as a leader in California water and wastewater utility finance. His expertise covers utility revenue bonds and enterprise revenue COPs, general obligation and revenue bonds, lease revenue securities and COPs, and tax allocation bonds and assessment bonds. John has valuable experience with numerous California and utility issuers, including the State, California State Public Works Board, California Department of Water Resources, California State Water Resources Control Board, East Bay Municipal Utility District, Contra Costa Water District, San Francisco Public Utilities Commission, South Placer Wastewater Authority, City of Roseville Water Utility, Metropolitan Water District of Southern California, Los Angeles Department of Water and Power, Irvine Ranch Water District, and San Diego County Water Authority, among others. John received a M.B.A. from the Wharton School at the University of Pennsylvania and a B.A. in mathematics from Occidental College.

#### Quantitative Analysis

**Safdar Mirza, Executive Director and Head of Capital Markets.** Safdar joined Morgan Stanley's Municipal Capital Markets Group in New York in 2002 after having worked in the Firm's San Francisco Public Finance office. Safdar is one



of the Public Finance Department's lead quantitative bankers with respect to complex financings such as pooled financings, cash flow restructurings, multiple new money/refunding issues and financings involving derivative products. He brings with him 15 years and over \$20 billion of municipal financing experience. Prior to joining Morgan Stanley, Safdar worked at Public Financial Management, the nations' largest municipal financial advisory firm where he served transportation clients on a variety of financings. Safdar received his Bachelor of Arts from U.C. Berkeley in Economics.

### Analysis and Execution

**Steve Beus, Analyst.** Steve joined Morgan Stanley's Public Finance Department in 2018 after graduating from Brigham Young University in Provo, Utah with Bachelor of Science in Finance. Steve provides on-going analytical and execution support for variety of infrastructure clients throughout the Western Region including City of Roseville, South Placer Wastewater Authority, Moulton Niguel Water District, Eastern Municipal Water District, and County of San Mateo, among others.

### Credit and Investor Relations

**Dennis Farrell, Executive Director.** Dennis is former Head of Moody's Public Finance Group. In that capacity, Dennis managed 135 analysts and other professionals covering over 100,000 governments and not for profit issues throughout the U.S. and its territories. He was responsible for the development of the credit policies and procedures that are currently employed by Moody's analysts. In conjunction with establishing these standards, Dennis oversaw the development and use by Moody's analysts of Moody's Financial Ratio Analysis (MFRA) and Moody's Quantitative Ratings Estimator (Q-RATE), two integral tools used by the Moody's analysts in their credit assignments. Dennis received his B.S. from SUNY-Albany and a M.B.A. from Baruch College.

### Supporting Underwriters

**Luke Hale, Executive Director.** Luke has 17 years of public finance experience and will serve as the lead underwriter of the District's financing. Luke joined Morgan Stanley's Municipal Syndicate desk in 2010 after spending nearly eight years working in Morgan Stanley's San Francisco and New York public finance offices. Luke is Morgan Stanley's lead underwriter for California water and wastewater revenue bonds. Over the past three years, he has underwritten transactions for Moulton Niguel Water District, Eastern Municipal Water District, Metropolitan Water District of Southern California, Los Angeles Department of Water and Power, San Francisco Public Utilities Commission, South Placer Wastewater Authority, City of Los Angeles, Irvine Ranch Water District, and the California State Water Resources Control Board, among others. Luke has an undergraduate degree from Connecticut College.

**Taylor Ryan, Analyst.** Taylor joined the Firm's Long-Term Syndicate Desk in 2017 as an analyst. She provides transactional and pricing support for municipal issuers across the country. She has assisted in pricing and execution for over \$5 billion in par amount for a range of issuers, including the State of California. Recent California water and wastewater underwriting experience include senior managed financings for South Coast Water District, Moulton Niguel Water District, and Metropolitan Water District of Southern California, among others. Ms. Ryan has an undergraduate degree from Hamilton College.

### Retail Sales

**Lindsey Wetzel, Executive Director and Head of Municipal Products for MSWM.** In her role as Head of Municipal Products for the Capital Markets division at Morgan Stanley Wealth Management, Lindsey is responsible for the development and distribution of Tax Exempt Fixed Income credit analysis and sales ideas. Lindsey and her team leverage firm wide strategy and content to drive and deliver our highest conviction sales ideas to Financial Advisors and their clients as they create and maintain their investment portfolios. Prior to her current role, Lindsey was in institutional Municipal Bond trading, where she traded national high grade credits and was a part of the California trading team. Lindsey has over 14 years' experience in the municipal bond industry, beginning her career at Morgan Stanley in 2003 as an analyst in wealth management sales and underwriting. Lindsey is a Co-Chair for the 2018 Municipal Bond Women's Forum and has been on the board of the San Francisco Municipal Bond Club since 2005. Lindsey earned a B.A. from Dartmouth College.

### Institutional Sales

**Stu Perilstein, Managing Director and Co-Head of Municipal Institutional Sales.** Stu joined Morgan Stanley in June 2000 and currently serves as Co-Head of Municipal Sales. He has developed and maintained relationships with a multitude of both institutional and retail clients. Prior to his role on the municipal sales desk, Stu worked in Morgan Stanley's Public Finance Department and provided analytical and technical support for a wide range of issuers as a member of the Department's Southern Infrastructure Group. He holds a B.A. in Accounting and a B.A. in Statistics from Macquarie University in Sydney, Australia.

## Appendix C

### **MSRB Rule G-17 Disclosure Letter**

August 26, 2019

Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933

Attn: Kelly Cadiente, Director of Administrative Services

Re: Disclosures by Underwriter  
Pursuant to MSRB Rule G-17  
Proposed Issuance of 2019 Revenue Bonds/COPs

Dear Ms. Cadiente:

We are writing to provide you, as the Director of Administrative Services of Marina Coast Water District (Issuer), with certain disclosures relating to the captioned bond issues (Bonds), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)<sup>1</sup>.

Morgan Stanley & Co. LLC proposes to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter, Morgan Stanley & Co. LLC may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

#### I. Disclosures Concerning the Underwriters' Role:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- (iv) The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriters will review the official statement for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction<sup>2</sup>.

#### II. Disclosures Concerning the Underwriters' Compensation:

The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

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<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

<sup>2</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

III. Additional Conflicts Disclosures:

If Morgan Stanley & Co. LLC identifies any additional potential or actual material conflicts (within the meaning of MSRB Rule G-17) specific to Morgan Stanley & Co. LLC's participation in the underwriting of the Bonds, we will notify you under separate cover at the appropriate time.

IV. Disclosures Concerning Complex Municipal Securities Financing:

In accordance with the requirements of MSRB Rule G-17, if Morgan Stanley & Co. LLC recommends a "complex municipal securities financing" to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

**We are required to seek your acknowledgement that you have received this letter.** Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds. Thank you.

Sincerely,



Dan Kurz, Vice President  
MORGAN STANLEY & CO. LLC

Acknowledgement:

\_\_\_\_\_  
Kelly Cadiente  
Director of Administrative Services  
Marina Coast Water District

Date: \_\_\_\_\_

## Appendix D

### Disclaimers

**Municipal Advisor, G-17 and G-23 Disclaimers.** (a) Morgan Stanley & Co. LLC (“Morgan Stanley”) is not recommending an action to you; (b) Morgan Stanley is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to you with respect to the information and material contained in this communication; (c) Morgan Stanley is acting for its own interests; (d) you should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material; and (e) Morgan Stanley seeks to serve as an underwriter on a future transaction and not as a financial advisor or municipal advisor. The information provided is for discussion purposes only in anticipation of being engaged to serve as underwriter. The primary role of an underwriter is to purchase securities with a view to distribution in an arm’s-length commercial transaction with the issuer. The underwriter has financial and other interests that differ from those of the issuer and obligated persons.

**Any non-historical interest rates used herein are hypothetical and take into consideration conditions in today’s market and other factual information such as the issuer’s or obligated person’s credit rating, geographic location and market sector. As such, these rates should not be viewed as rates that Morgan Stanley guarantees to achieve for the transaction should we be selected to act as underwriter. Any information about interest rates and terms for SLGs is based on current publicly available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Morgan Stanley guarantees to achieve for the transaction should we be selected to act as underwriter.**

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# MARINA COAST WATER DISTRICT 2019 BONDS

## Underwriter Proposal Ranking Evaluation Worksheet

MARINA COAST WATER DISTRICT  
Underwriter Evaluation Matrix  
2019 Revenue Bonds - \$23,000,000

**Step 1**  
Evaluation Scoring Table

	Score
Excellent	5
Good	4
Average	3
Below Average	2
Poor	1
Incomplete	0

**Step 2**  
Evaluation Criteria and Weighting

Criteria Description	Criteria #	Weight
SALES CAPABILITY	1	25%
FINANCIAL PLAN AND STRUCTURING IDEAS	2	30%
QUALIFICATIONS/EXPERIENCE OF BANKING TEAM	3	30%
COMPLETENES OF PROPOSAL	4	5%
OVERALL QUALITY OF PROPOSAL	5	5%
FEE SUMMARY	6	5%
<b>Total</b>		<b>100%</b>

Firm	RANK	KMC TOTAL	LAC TOTAL	RAP TOTAL	GRAND TOTAL
RAMIREZ & CO.	3	4.65	4.35	4.10	13.10
HILLTOP SECURITIES	4	3.00	3.30	3.25	9.55
RICE	5	2.65	2.65	1.75	7.05
PIPER JAFFRAY	2	4.45	4.70	4.45	13.60
MORGAN STANLEY	1	4.80	4.80	4.80	14.40
RAYMOND JAMES	6	2.15	2.15	1.95	6.25

Underwriter	Average Takedown*	Underwriter's Expenses*	All-In Gross Spread*	Total Estimated Fees
RAMIREZ & CO.	\$1.90	\$0.750	\$2.650	\$60,950.00
HILLTOP SECURITIES	\$3.23	\$0.760	\$3.990	\$91,770.00
RICE	\$2.73	\$1.310	\$4.040	\$92,920.00
PIPER JAFFRAY	\$1.50	\$0.628	\$2.126	\$48,895.70
MORGAN STANLEY	\$3.00	\$1.060	\$4.060	\$93,380.00
RAYMOND JAMES	\$2.50	\$0.878	\$3.378	\$77,684.80

Average	\$3.374	\$77,600.08
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\* Per \$1,000 of bonds.

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 10-F

Meeting Date: September 16, 2019

Prepared By: Michael Wegley  
Presented By: Rose Gill

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-72 to Approve One Additional Engineering Technician Position Within the Engineering Department

Staff Recommendation: Staff recommends the Board of Directors adopt Resolution No. 2019-72 to approve one new Engineering Technician position within the Engineering Department.

*Background: 5-Year Strategic Plan– Our objective is to recruit and retain a highly qualified, diverse and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service. Our strategy is to utilize sound policies and personnel practices, offer competitive compensation and benefits, and provide opportunities for training, development, and professional growth while ensuring a safe and secure workplace.*

Marina Coast Water District (District) operates and maintains the water (CA 271007) and wastewater system (3SSO 10287) for Central Marina and the Ord Community. The District owns and maintains approximately 162 miles of water pipe and 150 miles of sewer. Also, the district operates and maintains 8 drinking water wells, 5 water pump stations, 8 storage reservoirs and 20 sewer lift stations. In addition, the District's new recycled water system will be regulated under the State Water Resources Control Board, Division of Drinking Water, Permit No. 2790009 beginning with approximately 10 miles of recycled water pipe and one recycled water storage tank. The system will be expanded with over 5 miles of distribution mains to connect existing recycled water distribution systems.

Discussion/Analysis: The Engineering department plays a critical role in providing water and wastewater capital improvement projects to support:

- Replacement of existing infrastructure that has outlived its useful life
- Development of Central Marina and the Ord Community
- Redevelopment of the Ord Community

Currently, the Engineering department is staffed with the following positions: 1 Administrative Assistant, 1 Assistant Engineer, 1 Associate Engineer, 2 Senior Engineers and 1 District Engineer. The department spends the majority of its time on development activities and development of the recycled water system which leaves little time for Capital Improvement Projects. The addition of an Engineering Technician for development projects will allow an Engineer to work on Capital Improvement Projects. To fund this position, the analyst position in the Water Resources department will permanently be converted into this new position. While staff still has a need for Public Outreach that would have been central to the analyst position in the Water Resources department, the need for additional engineering help at this time is greater.

The Engineering Department workload has been steadily increasing and is projected to grow due to three factors. They are:

- Bond financed Capital Improvement Projects
- An increase in development projects
- The recycled water program

Capital Improvement Projects financed have to meet a schedule to expend the revenue bond funds in 3 years. Development has increased with the State Parks, Main Gate, the Dunes 2, Monterey Bay Military Housing and Campus Town expressing interest in Infrastructure Agreements in the coming year. Not only is the next phase of recycled water construction imminent, the recycled water program will be getting under way with irrigation system plan reviews, conversion implementation, inspections and reporting requirements that are as complex as those for the potable water system.

Based on the workload projections to meet these demands for the coming year, the department would need 7 engineers while there are currently 5 engineers in the department (Attachment No. 1).

Environmental Review Compliance: None required.

Financial Impact:   X   Yes       No     Funding Source/Recap: Funding for this position is from the budgeted Water Resources Analyst position for Fiscal Year 2019-2020 and will become part of the Engineering expenditure budget. The Water Resources Analyst position is funded at Range 10 (Step 1 - \$54,014 annually) and the Engineering Technician will be funded at Range 15 (Step 1 - \$61,112 annually).

Other Considerations: The Board can decide to not approve the additional position.

Material Included for Information/Consideration: Resolution No. 2019-72; and, Attachment No. 1 – Engineering department workload.

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

---

Board Action

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

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

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



September 16, 2019

Resolution No. 2019-72  
Resolution of the Board of Directors  
Marina Coast Water District

Approving One Additional Full Time Equivalent Assistant Engineer or Engineering Technician  
within the Engineering Department

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District” or “MCWD”), at a regular meeting duly called and held on September 16, 2019, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, the District’s potable water system is regulated under the State Water Resources Control Board, Division of Drinking Water, Permit No. 2710701; and,

WHEREAS, the District’s water system is comprised of approximately 162 miles of water pipe with eight potable well sites, eight water storage tanks and five booster pump stations; and,

WHEREAS, the District’s sanitary sewer system is regulated under the State of California Central Coast Regional Water Quality Control Board, Permit No. 3SSO 10287; and,

WHEREAS, the District’s sewer system is comprised of approximately 150 miles of sewer pipe, and twenty lift stations; and,

WHEREAS, the District’s new recycled water system will be regulated under the State Water Resources Control Board, Division of Drinking Water, Permit No. 2790009; and,

WHEREAS, the District’s new recycled water system is comprised of approximately 10 miles of recycled water pipe, and one water storage tank; and,

WHEREAS, the District’s new recycled water system will soon be expanded by over 5 miles of recycled water distribution pipe to connect existing recycled water systems; and,

WHEREAS, the District’s Engineering department is responsible for capital improvement projects replacing infrastructure beyond it’s useful life; and,

WHEREAS, the District’s Engineering department is responsible for capital improvement projects supporting development and redevelopment in Central Marina and the Ord Community; and,

WHEREAS, the District’s Engineering department is responsible for developer installed sewer, water and recycled infrastructure supporting development and redevelopment in Central Marina and the Ord Community; and,

WHEREAS, the Engineering department is currently unable to perform all the needed capital improvement projects and development projects due to staffing constraints within the department; and,

WHEREAS, the addition of one full time equivalent Assistant Engineer or Engineering Technician position will help assist the District in meeting the demand for infrastructure replacement and expansion, thus reducing future system failures.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District hereby adopt Resolution No. 2019-72 to approve the addition of one full time equivalent Assistant Engineer or Engineering Technician position within the Engineering department.

PASSED AND ADOPTED on September 16, 2019, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

\_\_\_\_\_  
Thomas P. Moore, President

ATTEST:

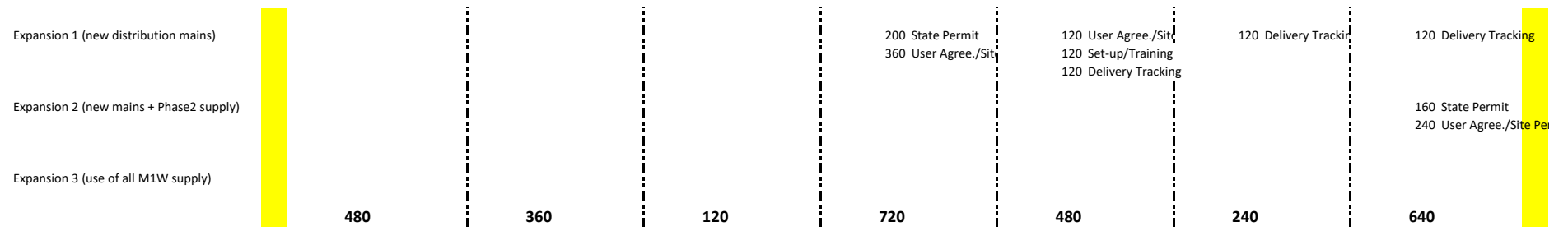
\_\_\_\_\_  
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-72 adopted September 16, 2019.

\_\_\_\_\_  
Keith Van Der Maaten, Secretary





Marina Coast Water District  
Staff Report

Agenda Item: 11-A

Meeting Date: September 16, 2018

Prepared By: Don Wilcox  
Reviewed by: Mike Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Receive an Update on the Ord Lift Station and Force Main Project

Staff Recommendation: The Board of Directors is requested to receive a status update on the Ord Lift Station and Force Main Project.

Background: *5-Year Strategic Plan, Strategic Element 2.0 – Our objective is to provide a high-quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers.*

This project is included in the FY 2019-2020 CIP Budget as Project No. OS-0147 – Ord Village LS & Force Main Improvements. The existing Ord Village Lift Station (OVLS) and Force Main have exceeded their useful service life and require replacement, except for the pumps which were recently replaced and will be re-used at the new Ord Lift Station (OLS). The existing OVLS is located on the west side of Highway 1 within the Fort Ord Dunes State Park although the area served and the majority of the force main's alignment are all on the east side of Highway 1. The project includes construction of a replacement sewer lift station on the east side of Monterey Road (east of Highway 1), new force main pipeline within existing roadways and abandonment of the old gravity and force main pipes under Highway 1 to and from the old OVLS. The new lift station location will eliminate the need for 1,600 linear feet (LF) of existing gravity and problematic force main pipelines and two highway crossings. The total length of new pipeline is approximately 5,600 LF from the new OLS site to where it connects to the existing gravity sewer.

Once the new OLS and force main project is completed, the former OVLS west of Highway 1 will be demolished and removed with the site restored to Fort Ord Dunes State Park resource management zone requirements. Pipelines and manholes outside the lift station site will be abandoned in place underground. Staff is working to contract directly with State Parks for vegetation seeding and restoration.

The force main project is located within the City of Seaside and the Presidio of Monterey Annex (Ord Military Community). The new lift station will be located between Monterey Road and an existing stormwater percolation lot, at the point where two gravity sewers converge before crossing Highway 1. Staff has been coordinating with City of Seaside staff to obtain a permanent easement for the lift station and pipelines, as well as a temporary construction easement for the work. The new sanitary sewer force main is proposed to go under existing roadways following Monterey Road, then turn into the Army housing area at Bougainville Road, turn onto Buna Road, then Kiska Road and finally turn onto Okinawa Road where it would reconnect to MCWD's existing gravity sewer south of the Gigling Lift Station.

Discussion/Analysis: The project is progressing through the site selection and acquisition, environmental and engineering design processes associated with projects that include all-new facility construction at a new site.

The attached project schedule reflects that the project is concurrently in permitting/environmental and design phases. Design plans and specifications are currently 60% complete, with final design anticipated to be complete mid-November. Permitting includes receiving permits from City of Seaside, CA State Parks, US Army and Coastal Commission, and is anticipated to be complete mid-December. Once these two activities are complete, staff anticipates bidding the project in late December/early January resulting in a recommendation to the Board for award of a construction contract at the February Board meeting.

Below are the status of several ongoing activities associated with this project:

- MCWD contracted with Schaaf & Wheeler for design of the lift station and force main including sub-consulting electrical design by Fehr Engineering, survey by Whitson Engineers and environmental by Denise Duffy & Associates.
- MCWD contracted with Calcon Systems to perform a radio telemetry survey to make sure we have Supervisory Control and Data Acquisition (SCADA) connectivity from the proposed new Ord Lift Station site to the O&M antenna tower at the Ord Facility.
- Staff anticipates electrical submittal in September to PG&E for new electric service to the new Ord LS site.
- MCWD staff met with State Parks staff to get their requirements regarding site restoration once the old Ord Village LS is decommissioned and demolished.
- MCWD staff have met several times with Seaside Engineering staff regarding the easements MCWD will need from Seaside for the new Lift Station, access, pipeline and temporary construction. Seaside City Council will discuss granting of the required easements to MCWD as a Closed Session item on the Seaside City Council September 19, 2019 agenda.
- MCWD staff met with Army Environmental, Planning and Housing Divisions to discuss the force main project and agreements needed with the Army.
- Received 60% Plans and Specifications from Schaaf & Wheeler.
- Received draft CEQA Biological Resources and Initial Study/Mitigated Negative Declaration reports from Denise Duffy & Associates.

Material Included for Information/Consideration:

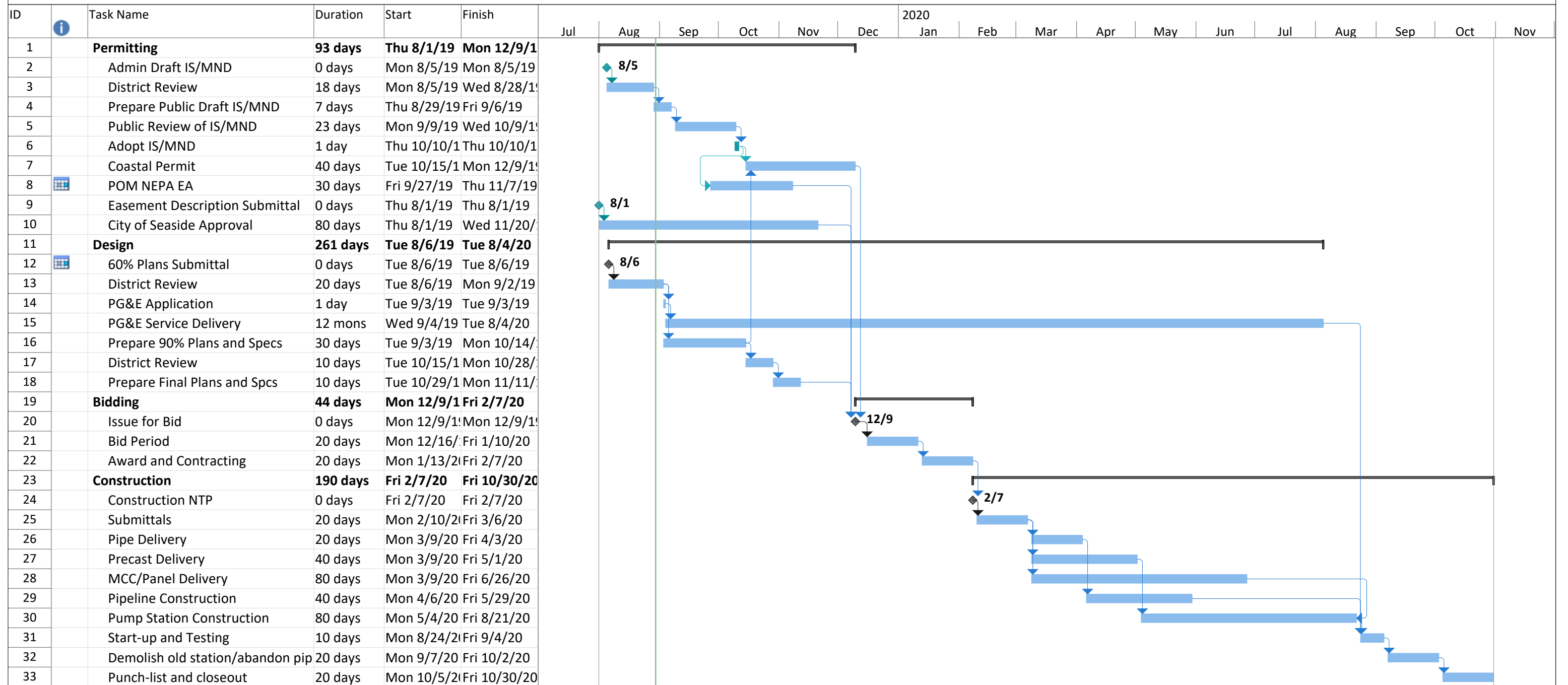
Attachment No. 1 - Project Schedule

Attachment No. 2 - Proposed Site Plan

Attachment No. 3 - Draft Project Easements



Marina Coast Water District  
Ord Village Lift Station and Force Main



Project: msproj11 Date: Fri 8/30/19	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
	Summary		Inactive Task		Duration-only		Finish-only			



**Marina Coast Water District**  
11 Reservation Road  
Marina, CA 93933  
mcwd.org

### Ord Village Lift Station

Drawn By:  
J.Hollida

Date:  
9/9/2019