

This meeting has been noticed according to the Brown Act rules. This agenda was posted on Thursday, July 5, 2018.

### Administrative Committee Members:

Andrew Clarke Brenda Lewis, Chair Molly Evans

Alternate: Ralph Rubio

**Staff Contact:** Suresh Prasad

After staff reports have been distributed, if additional documents are produced by the District and provided to the Committee regarding any item on the agenda, they will be made available at 5 Harris Court, Building G, Monterey, CA during normal business hours. In addition, such documents may be posted on the District website at <a href="https://www.mpwmd.net">www.mpwmd.net</a>. Documents distributed at the

meeting will be made available in the same manner.

AGENDA

# Administrative Committee of the Monterey Peninsula Water Management District

Tuesday, July 10, 2018, 2:30 pm
MPWMD Conference Room, 5 Harris Court, Building G, Monterey, CA

#### Call to Order

**Comments from Public** – The public may comment on any item within the District's jurisdiction. Please limit your comments to three minutes in length.

### Items on Board Agenda for July 16, 2018

- 1. Consider Adoption of Minutes of June 11, 2018 Committee Meeting
- 2. Consider Expenditure to Contract for Construction and Services to Complete the Carmel River Bank Stabilization at Rancho San Carlos Road Project
- Consider Expenditure to Contract for Construction and Related Services for the Sleepy Hollow Steelhead Rearing Facility Raw Water Intake and Water Supply System Upgrade Project
- 4. Consider Approval of Amendment to License Agreement with California American Water for the Sleepy Hollow Steelhead Facility Upgrade
- Consider Expenditure to Contract with Normandeau Associates, Inc. for Carmel River IFIM for IFIM Model Support
- 6. Consider Expenditure for the Santa Margarita Backflush Basin Expansion Project Construction and Support Services
- Consider Contract with Pueblo Water Resources to Provide Aquifer Storage and Recovery Operational Support
- 8. Consider Authorizing Monterey Bay Analytical Services to Provide Laboratory Support for Watermaster Water Quality Monitoring
- 9. Consider Authorizing Monterey Bay Analytical Services to Provide Laboratory Support for Aquifer Storage and Recovery Project Operations
- 10. Consider Adoption of Treasurer's Report for May 2018

#### **Other Business**

11. Review Draft July 16, 2018 Board Meeting Agenda

#### Adjournment

Agenda MPWMD Administrative Committee Meeting July 10, 2018 Page 2

Upon request, MPWMD will make a reasonable effort to provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please submit a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service by 5 PM on July 9, 2018. Requests should be sent to the Board Secretary, MPWMD, P.O. Box 85, Monterey, CA, 93942. You may also fax your request to the Administrative Services Division at 831-644-9560, or call 831-658-5600.



### **ADMINISTRATIVE COMMITTEE**

### 1. ADOPT MINUTES OF JUNE 11, 2018 COMMITTEE MEETING

Meeting Date: July 10, 2018

From: David J. Stoldt,

**General Manager** 

**Prepared By:** Sara Reyes

**SUMMARY:** Draft minutes of the June 11, 2018 Administrative Committee meeting are attached as **Exhibit 1-A**.

**RECOMMENDATION:** The Committee should review the minutes and adopt them by motion.

### **EXHIBIT**

1-A Draft Minutes of June 11, 2018 Committee Meeting



### **EXHIBIT 1-A**

#### **DRAFT MINUTES**

### Monterey Peninsula Water Management District Administrative Committee June 11, 2018

#### Call to Order

The meeting was called to order at 3:36 PM in the District Conference Room.

Committee members present: Brenda Lewis – Chair (arrived at 3: 42 PM)

Andrew Clarke Ralph Rubio

Staff present: Suresh Prasad, Administrative Services Manager/Chief Financial Officer

Stephanie Locke, Water Demand Manager

Larry Hampson, Water Resources & Engineering Manager/District Engineer

Kevan Urquhart, Sr. Fisheries Biologist

Maureen Hamilton, Water Resources Engineer Mark Dudley, Information Technology Manager

Sara Reyes, Sr. Office Specialist

#### **Oral Communications**

None

#### Items on Board Agenda for June 18, 2018

1. Consider Adoption of Minutes of May 14, 2018 Committee Meeting

On a motion by Rubio and second by Clarke, the minutes of the May 14, 2018 meeting were approved on a vote of 2-0 by Rubio and Clarke. Director Lewis was absent for this item.

2. Consider Approval of Service Agreement for the Provision of Election Services with Monterey County Registrar of Voters for November 6, 2018 General Election

On a motion by Clarke and second by Rubio, the committee recommended the Board enter into the agreement with the Registrar of Voters for the provision of election services. The motion was approved on a vote of 2-0 by Clarke and Rubio. Director Lewis was absent for this item.

3. Consider Approval of Expenditure for Phone System and Server Network Upgrade

On a motion by Rubio and second by Clarke, the committee recommended the Board authorize expenditure of funds to purchase and upgrade the phone system, network cabling, server room relocation, and server room air conditions at a not-to-exceed price of \$60,000. The motion was approved on a vote of 2-0 by Rubio and Clarke. Director Lewis was absent for this item.

4. Authorize Expenditure for Software Maintenance Agreements for FY 2018-2019

On a motion by Clarke and second by Rubio, the committee voted to recommend the Board authorize expenditures not-to-exceed \$96,575 to purchase the items presented in the table. The motion was approved on a 3-0 vote by Clarke, Rubio and Lewis.

Product	Price
ESRI ArcGIS Standard concurrent	\$4,400
ESRI ArcGIS Standard stand-alone	1,650
ESRI Extensions	2,500
Latitude Geographics GeoCortex	6,000
ESRI EDN	1,650
ArcGIS Server Two Core	1,400
Server networking	3,500
Backup, antivirus and MS office	9,500
Docuware (Financial)	8,000
Tyler Technologies (Financial)	22,500
GovInvest (Financial)	6,500
Accela Support (Water Demand)	30,000
TOTAL	\$97,600

# 5. Consider Approval of Amendment No. 2 to Agreement with Regional Government Services Authority for Management and Administrative Services

On a motion by Clarke and second by Rubio, the committee voted to recommend the Board authorize the General Manager or Administrative Services Manager/CFO to sign Amendment No. 2 to existing Agreement with RGS to provide management and administrative services for an amount not-to-exceed \$70,000. The motion was approved on a 3 – 0 vote by Clarke, Rubio and Lewis.

# 6. Consider Expenditure for Temporary Agency Employee to Assist with Electronic Document Storage During FY 2018-2019

On a motion by Rubio and second by Clarke, the committee voted to recommend the Board authorize the expenditure of funds for a local staffing agency to provide an individual, or successive individuals if necessary, for six months to perform scanning project for the District. The motion was approved on a 3-0 vote by Rubio, Clarke and Lewis.

# 7. Consider Approval of Agreement with Lynx Technologies for Geographic Information System (GIS) Services

On a motion by Clarke and second by Rubio, the committee voted to recommend the Board authorize the General Manager or the Administrative Services Manager/CFO to enter into an agreement with Lynx Technologies to provide GIS services for an amount not-to-exceed \$35,000. The motion was approved on a 3 – 0 vote by Clarke, Rubio and Lewis.

### 8. Authorize Funds to Contract for Limited-Term Field Positions During FY 2018-2019

On a motion by Rubio and second by Clarke, the committee voted to recommend the Board authorize the expenditure of funds to hire several limited-term Water Resources Assistants for up to a total of 1,5000 hours of work, several Fisheries Aides for up to 1,000 hours between July 1, 2017 and June 30, 2018. The motion was approved on a 3 – 0 vote by Rubio, Clarke and Lewis.

# 9. Consider Approval of Three Temporary Field Staff Positions Funded through the Interagency Contract Between MPWMD and NMFS to Provide for a Cooperative Research and Monitoring Projects



On a motion by Rubio and second by Clarke, the committee voted to recommend the Board approve three temporary field staff positions for cooperative research and monitoring projects with the NOAA/NMFS for fiscal year 2018-2019. The motion was approved on a 3 – 0 vote by Rubio, Clarke and Lewis.

10. Consider Renewal of Standard License Agreement with CoreLogic Information Solutions, Inc.
On a motion by Clarke and second by Rubio, the committee voted to recommend the Board authorize expenditure of up to \$14,000 to continue use of CoreLogic's RealQuest Professional services. The motion was approved on a 3 – 0 vote by Clarke, Rubio and Lewis.

### 11. Approve Expenditure to Corporation Service Company – Recording Fees

On a motion by Rubio and second by Clarke, the committee voted to recommend the Board approve the expenditure of up to \$100,000 for recording fees for the Fiscal Year 2018-2019. The motion was approved on a 3 - 0 vote by Rubio, Clarke and Lewis.

### 12. Consider Expenditure for Water Conservation Messaging Materials

On a motion by Rubio and second by Clarke, the committee voted to recommend the Board support an expenditure of up to \$25,000 to renew the District's stock of water conservation signage. The motion was approved on a 3 – 0 vote by Rubio, Clarke and Lewis.

13. Consider Funding Rebates in the California American Water System Between July 1, 2018 and the Availability of Funding from the Cal-Am General Rate Case

On a motion by Clarke and second by Rubio, the committee voted to recommend the Board support the continued front funding of rebates from the General Fund pending approval of Cal-Am's GRC budget. The motion was approved on a 3 – 0 vote by Clarke, Rubio and Lewis.

14. Consider Continuance of Contract with Zone 24x7 for Water Demand Database Improvements and Maintenance

On a motion by Rubio and second by Clarke, the committee voted to recommend authorizing the General Manager or the Chief Financial Officer to enter into an agreement with Zone 24x7 for an amount of \$60,000. The motion was approved on a 3-0 vote by Rubio, Clarke and Lewis.

15. Consider Expenditure to Amend Contract with Pueblo Water Resources to Provide Hydrogeologic Review for Water Distribution System Permits

On a motion by Clarke and second by Rubio, the committee voted to recommend the Board authorize the General Manager to amend the current District professional services contract with Pueblo for a not-to-exceed amount of \$2,000 for FY 2018-2019. The motion was approved on a 3 – 0 vote by Clarke, Rubio and Lewis.

16. Consider Approval to Purchase Expendable PIT Tags and Other Disposable Tagging Supplies for the Remainder of Calendar Year 2018

On a motion by Rubio and second by Clarke, the committee voted to recommend the Board authorize additional expenditure of budgeted funds in the amount of \$12,000 for FY 2017-2018 and \$8,000 for FY 2018-2019 to cover solely the costs of expendable/disposable PIT tags and tagging supplies, not including other miscellaneous ongoing operational expenses to support the program. The motion was approved on a 3-0 vote by Rubio, Clarke and Lewis.



17. Consider Authorizing the General Manager to Increase the Level of Indemnification in a Rightof-Entry and Project Permission Agreement with Quail Lodge, Inc. for the Carmel River Bank Stabilization Project at Rancho San Carlos Road

On a motion by Rubio and second by Clarke, the committee voted to recommend the Board authorize the General Manager to negotiate with Quail Lodge, Inc. to increase the level of indemnification for Quail Lodge, Inc. up to \$30,000. The motion was approved on a 3 – 0 vote by Rubio, Clarke and Lewis.

18. Consider Funding an Addendum to the MPWMD Aquifer Storage and Recovery Project Environmental Impact Report/Environmental Assessment

On a motion by Rubio and second by Clarke, the committee voted to recommend the Board authorize the General Manager to contract with Denise Duffy and Associates for preparation of an Addendum to the ASR EIR/EA for the proposed Project in an amount not-to-exceed \$17,185 with a 10% contingency for a total authorization not-to-exceed \$19,652. The motion was approved on a 3 – 0 vote by Rubio, Clarke and Lewis.

19. Consider Funding a Storm Water Pollution Prevention Plan Development and Monitoring Services for ASR Expansion

On a motion by Clarke and second by Rubio, the committee voted to recommend the Board authorize the General Manager to enter into a contract with Schaaf and Wheeler for development of a SWPPP in an amount not-to-exceed \$15,000. The motion was approved on a 3 – 0 vote by Clarke, Rubio and Lewis.

20. Consider Renewal of Contract with JEA & Associates for Legislative and Administrative Services

On a motion by Rubio and second by Clarke, the committee voted to recommend the Board approve the contract with JEA & Associates for a not-to-exceed amount of \$35,000 for Fiscal Year 2018-2019. The motion was approved on a 3-0 vote by Rubio, Clarke and Lewis.

21. Consider Renewal of Contract with the Ferguson Group for Legislative and Administrative Services

On a motion by Rubio and second by Clarke, the committee voted to recommend that the Board authorize the General Manager to enter into an agreement with the Ferguson Group for FY 2018-2019. The motion was approved on a 3-0 vote by Rubio, Clarke and Lewis.

22. Consider Renewal of Contract for District Public Outreach and Communications Services with TBC Communications and Media

On a motion by Clarke and second by Rubio, the committee voted to recommend the Board approve a contract with TBC Communications & Media. The motion was approved on a 3 – 0 vote by Clarke, Rubio and Lewis.

23. Consider Adoption of Resolution 2018-12 Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property-Related Fees and Charges

On a motion by Rubio and second by Clarke, the committee voted to recommend the Board adopt Resolution 2018-12 and authorize the County of Monterey for collection of Water Supply Charge on the property tax bill. The motion was approved on a 3 – 0 vote by Rubio, Clarke and Lewis.



# 24. Consider Adoption of Resolution 2018-13 Establishing Article XIII (B) Fiscal Year 2018-2019 Appropriations Limit

On a motion by Rubio and second by Clarke, the committee voted to recommend the Board adopt Resolution 2018-13 - Establishing an Appropriations Limit for Fiscal Year 2018-2019 in the amount of \$1,718,220. The motion was approved on a 3 – 0 vote by Rubio, Clarke and Lewis.

### 25. Consider Adoption of Resolution 2018-14 Update to Rule 24, Table 3, Capacity Fee History

On a motion by Rubio and second by Clarke, the committee voted to recommend the Board adopt Resolution 2018-14 – Update to Rule 24, Table 3, Capacity Fee History. The motion was approved on a 3-0 vote by Rubio, Clarke and Lewis.

# 26. Consider Authorization to Provide Funds to Monterey One Water for the Pure Water Monterey Project

On a motion by Clarke and second by Rubio, the committee voted to recommend the Board approve authorization of \$2 million from reimbursement of preconstruction costs to be reserved as contingency for Monterey One Water to be used towards the Pure Water Monterey Project.

### 27. Consider Adoption of Treasurer's Report for April 2018

On a motion by Rubio and second by Clarke, the committee voted to recommend the Board adopt the April 2018 Treasurer's Report and financial statements, and ratification of the disbursements made during the month. The motion was approved on a 3 – 0 vote by Rubio, Clarke and Lewis.

### 28. Review Draft June 18, 2018 Board Meeting Agenda

A revised agenda was distributed to the committee for their review. The committee made no changes.

### Adjournment

The meeting was adjourned at 4:40 PM.

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### **ADMINISTRATIVE COMMITTEE**

2. CONSIDER EXPENDITURE TO CONTRACT FOR CONSTRUCTION AND RELATED SERVICES TO COMPLETE THE CARMEL RIVER BANK STABILIZATION AT RANCHO SAN CARLOS ROAD PROJECT

Meeting Date: July 10, 2018 Budgeted: Yes

From: David J. Stoldt, Program/ Protect Environmental

General Manager Quality

Line Item No.: 2-2-1

Prepared By: Larry Hampson Cost Estimate: \$800,000

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on July

10, 2018 and recommended \_\_\_\_\_\_.

CEQA Compliance: An Addendum for this project was approved by the Board on March

19, 2018.

**SUMMARY:** Staff proposes to complete a streambank stabilization project along the Carmel River downstream of the Rancho San Carlos Road Bridge, about four miles east of the Pacific Ocean. Project work includes 300 cubic yards of excavation, 225 cubic yards of imported fill, import and placement of 950 tons of rock riprap, installation of 160 lineal feet of log crib wall, installation of 60 lineal feet of logs and boulders, seeding and installation of erosion control fabric. The District advertised for bids during the month of June 2018 and received three bids, with the lowest bidder being Empire Landscaping, Inc. at a cost of \$517,365 as shown in **Exhibit 2-A**. Additional work and the total estimated costs to construct the project are \$800,000.

### **RECOMMENDATION:** The Committee should recommend that the Board of Directors:

- 1. Authorize the General Manager to enter into a contract with Empire Landscaping, Inc., for construction of the Carmel River Bank Stabilization at Rancho San Carlos Road Project at a cost Not-to-Exceed \$517,365.
- 2. Authorize the General Manager to approve service contracts for associated tasks for up to \$32,000.
- 3. Authorize the General Manager to approve change orders to the construction and service contracts or for new service contracts for the Project to allow for unforeseen items up to a total not-to-exceed amount of \$250,635.

**DISCUSSION:** The proposed Carmel River Bank Stabilization at Rancho San Carlos Road Project (RSC Project) is located at River Mile 3.8 (measured from the Pacific Ocean) just downstream of the Rancho San Carlos Road Bridge. The project area contains two eroding stream banks almost opposite from each other. Concern for the stability of the right bank (looking

downstream) on APN 015-251-027, Moratz Property started in 2011 and interim measures such as jute netting, willow planting, and irrigation were carried out in an effort to stabilize the bank. In February of 2017, during a high flow event of 9,570 cubic feet per second at the U.S.G.S Near Carmel gage, the left bank along APN 157-121-027, Quail Lodge Property experienced significant erosion and up to about 55 feet of streambank was eroded along 300 lineal feet.

During the high flows, numerous large cottonwood trees toppled out of the river bank and culturally significant Santa Barbara Sedge beds were lost. Currently, the left bank is vulnerable to erosion from high flows because it has lost its protective vegetative cover and is on the outside of a meander bend in an area that can erode during high flows. Because these vulnerable streambanks are so close together, work on one bank can impact the other. Therefore, a comprehensive project addressing both banks is being proposed.

A log crib wall will protect the most severely damaged portion of the left bank. Logs with rootwads and boulders will be placed along the right side of the project area to protect the streambank. Disturbed areas will be seeded and replanted with native riparian cuttings. An irrigation system will be installed and maintained by the District.

Staff has applied for necessary permits from local, state and federal agencies. At their March 19, 2018 meeting, the Board of Directors adopted findings and certified an Addendum to the Carmel River Management Program Environmental Impact Report. MPWMD has requested affected property owners enter into a 10-year maintenance and access agreement to carry out the project. All authorizations will need to be complete before the Contractor is given a Notice to Proceed with the Project.

Construction 517,365 Establish Survey 2.000 Control Inspection/testing \$ 5,000 **Record Drawings** \$ 25,000 Contingency \$ 250,635 \$ 800,000 **Total** 

Table 1 – Summary of Costs

The District received two additional bids from the Mercer-Fraser Company for \$794,980 and from Graniterock for \$799,677.50.

**IMPACTS ON STAFF AND RESOURCES:** Several District staff will be involved in the project assisting with project management, inspections, permit compliance, fish rescue, revegetation, and monitoring. The work will be performed under the direction of the District Engineer.

### **EXHIBIT**

**2-A** Bid for Construction from Empire Landscaping, Inc.

# MONTEREY PENINSULA WATER MANAGEMENT DISTRICT MONTEREY COUNTY, CALIFORNIA

### BID TO PROVIDE CARMEL RIVER BANK STABILIZATION AT RANCHO SAN CARLOS ROAD

Monterey Peninsula Water Management District 5 Harris Court Bldg. G, Monterey CA 93940 or P.O. Box 85, Monterey, CA 93942-0085

### Ladies and Gentlemen:

Pursuant to the foregoing Notice Inviting Sealed Bids, the undersigned hereby proposes and binds himself by the District, under this Bid, to execute in accordance with such award, a contract of which this Bid and the Specifications shall be a part, to furnish any and all labor, materials, equipment, and services necessary for satisfactory performance and completing the work set forth in said Specifications within the time hereinafter set forth and at the prices named in this bid as follows\*:

### BID FORM – REVISED June 19, 2018

Item	Description	Quantity	Unit	Unit Cost	Total Cost
	Mobilization and General Conditions				
1	Mobilization/demobilization	1	LS	50.000	50.000
2	Demolition	1	LS	50.000	50.000
3	Erosion Control & Exclusionary Fencing	1	LS	20.000	20-000
4	Temporary Construction Ramp	1	LS	5.000	5.000
	Log Cribwall - left bank				
5	Excavation <sup>1</sup>	1	LS	20.000	20.000
6	Fill <sup>2</sup>	225	CY	150	33.750
7	15' x 9" Logs	36	EA	800	28.800
8	15' x 12" Logs	36	EA	900	32,400
9	15' x 15" Logs	41	EA	1000	41.000
10	15' x 15" Logs with Rootwads	5	EA	1500	7.500
11	1.5-ton Boulders	525	TON	100	52.500
12	1-ton Boulders	232	TON	70	16.240
13	1/2-ton Boulders	87.5	TON	50	4.375
14	Bolted Connections	1	LS	10.000	10,000
15	Channel Bed Fill	1	LS	15.000	15.000
16	Construct Cribwall	1	LS	55.000	55.000
	Right Bank Stabilization				
17	Excavation <sup>1</sup>	1	LS	10.000	(0-000
18	Fill <sup>2</sup>	1	LS	0.000	10-000
19	Bank Logs (18' x 18")	3	EA	1.500	4.500
20	Footer Logs (18' x 18")	2	EA	2.000	4.000
21	1.5-ton Boulders	108	TON	100	10.800
22	Duckbill anchor	3	EA	300	900
23	8-inch marine screw anchor	3	EA	300	900
24	Construct RB stabilization	1	LS	5000	0082
25	Hydroseeding	1	LS	20.000	22.000
26	Erosion Control Blanket	4,700	SF	1	4700
27	Temporary Diversion and Dewatering <sup>3</sup>	1	LS	5000	5000
	Total				517.36

<sup>1.</sup> Left bank excavation = 225 CY. Right bank excavation = 55 CY. Anticipated to produce channel bed fill.

<sup>2.</sup> Imported from off-site at either Santa Lucia Preserve or Sleepy Hollow Facility.

<sup>3.</sup> To be paid only if there is water in the channel at the time of construction.

<sup>\*</sup> Upon award, this Bid Form shall become a part of the final contract

The undersigned has examined the location of the proposed work and/or is familiar with the Specifications and the local conditions in the place where the work is to be done.

The undersigned has checked carefully all the above figures and understands that the District shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the District reserves the right to reject any or all bids, and to waive any irregularities or informalities in bids received. Award shall be made which, in the judgement of the District, is to the best interest of the District. It is agreed that this bid may not be withdrawn within a period of 180 days after the date set for the opening thereof.

In accordance with the Construction Specifications, the undersigned further agrees to so plan the work and prosecute it with such diligence that said work shall be commenced within 10 days after issuance of the notice to proceed, and the work shall be completed by October 31, 2018.

The undersigned agrees, if awarded the contract, that there shall be paid by the undersigned and all subcontractors under him, to all laborers, workmen, and mechanics employed in the execution of such contract or any subcontract thereunder, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the work is to be performed, as established by the State Director of the Department of Industrial Relations.

The undersigned or his or her subcontractors currently possess and agree to maintain valid **Contractor's Licenses** issued by the State of California necessary to prosecute the work.

Bidder: Empire Condscaping Inc. Tax 1.	D.Number: <u>45 - 285</u> 4540
Business Address: 979 F street so.te	# A Davis CA PS616.
List all Contractor's License No.: 811554	
Telephone: (530) (400-3943	
e-mail: empire Landscoping Ochoud.co	
By: Ahmet Golco	Dated: 6-28-2018
Title: President	

### **BIDDER'S EXPERIENCE QUALIFICATIONS**

The Bidder has been engaged in the contracting business, under the present business name for years. Experience in work of a nature similar to that covered in the bid extends over a period of years. The Bidder must demonstrate successful completion of at least one project involving heavy construction work in a live stream containing steelhead or other salmonid species.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows:

Year	Type of Work	Contract Amount	Location and for Whom Performed	
	Aquatic Riporron		Socromento F	Flood Control Agercy
2017	hobitof creotion	558.424	Socromento	
2018	the second secon	509.167	Mapa County	Nopo CA
2013	Project	306.108	IXI. Socrament	o CA
-	-	-		
			salas II mas	15
		Bidder _	Ahmet G.	مادي
		Signed _	<i>/-</i>	
		Title _	President	
		Date_	6-28-21	018

### SUBCONTRACTOR'S EXPERIENCE QUALIFICATIONS

for		nce in work of a natur	ng business, under the present business name re similar to that covered in the bid extends
The subc follows:	contractor has never fa	iled to satisfactorily co	omplete a contract awarded to him, except as
	dicate for whom the w	ork was conducted, th	e type of work, and who can be contacted as
Year	Type of Work	Contract Amount	Location and for Whom Performed
	X/0_50	b contrac	tors
	, <u>, , , , , , , , , , , , , , , , , , </u>		·
	-	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	2 <del></del>
Please att	tach additional sheet(s	) as needed.	1 _ /
		Signe	$d = \mathcal{M}$
		Title	e President
		Date	6-28-2018

### SECURITY FOR COMPENSATION CERTIFICATION

### TO: MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract:

0-28-2018
Date
(Signature of Bidder)
Business Address:
Empire Conducoping he.
979 F Street Suite # A
DONO CA 95616
Place of Residence:
Empire Lordscoping ly.
979 F street Suite # A
Davies CA SCALA

(This certificate must be executed by the successful bidder prior to the award of Contract.)

### FAIR EMPLOYMENT PRACTICES CERTIFICATION

### TO: MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he has or shall meet the standards of affirmative compliance with Fair Employment Practices requirements of the special provisions contained herein:

6-28-2018
Date
AC
(Signature of Bidder)
Business Address:
Empire Condicapny Inc.
979 F street Sorte # A
Davis CA 95616.
Place of Residence:
Empre Cordscaping he
979 F Street Soile # H
Davis CA 95616

(This certification must be executed by the successful bidder prior to the award of the Contract.)

## NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California	)
County of Yolo	) ss.

Signature <u>6-28-</u> 2018

The title of the affidavit provides that it is "to be executed by bidder and submitted with the bid."

### **BID BOND**

### TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, EMPIRE LANDSCAPING, INC., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto MONTEREY PENINSULA WATER MANAGEMENT DISTRICT, as Obligee, in the sum of \*\*TEN PERCENT (10%) OF AMOUNT BID\*\* Dollars (\$\*\*10%\*\*) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Carmel River Bank Stabilization at Rancho San Carlos Road ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 29th day of May, 2018.

**EMPIRE LANDSCAPING, INC.** 

(Principal)

Bv:

Travelers Casualty and Surety Company of America

By:

Karen Amin, Attorney-in-Fact

### **ACKNOWLEDGMENT**

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

Tantani, Transmission			
State of California County ofSan Joaquin	)		
OnMay 29, 2018	before me,	K. Solari, Notary Public	
•		(insert name and title of the officer)	
personally appeared	Kare	en Amin	
subscribed to the within instrur	ment and acknowled ty(ੴ), and that byᡯì	dence to be the person(š) whose name(š) is/ልን dged to me that እቴ/she/ጳፑሪያ executed the sam ናለኔ/her/ኒተራዥ signature(š) on the instrument the erson(š) acted, executed the instrument.	ιе
I certify under PENALTY OF P paragraph is true and correct.	ERJURY under the	laws of the State of California that the foregoing	ing T
WITNESS my hand and officia	ıl seal.	K. SOLARI COMM. #2239357 NOTARY PUBLIC - CALIFORNIA SAN JOAQUIN COUNTY	TCB2
		My Comm. Expires MAY 18, 2022	1
Signature		(Seal)	

### 21

### TRAVELERST

### POWERHOB INTEGRNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Marie C. Tetreault, Notary Public

Attorney-In Fact No.

228630

Certificate No. 007075140

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Daniel M. Connolly, Karen Amin, David Schnapp, and Jennifer Loper

each in their separate capacity if more than one is	named above, to sign, execute, seal and a behalf of the Companies in their busines	difornia , their true and lawful Attorney(s)-in-Fact, acknowledge any and all bonds, recognizances, conditional undertakings and ess of guaranteeing the fidelity of persons, guaranteeing the performance of any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have day of	caused this instrument to be signed and t	their corporate seals to be hereto affixed, this20th
Fidelity and ( Fidelity and ( St. Paul Fire	Casualty Company Guaranty Insurance Company Guaranty Insurance Underwriters, Inc. and Marine Insurance Company dian Insurance Company	St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company
1982 1977 M INCORPORATE 1951	SEALS	SEAL SO STATE ON THE PROPERTY AND STATE OF T
State of Connecticut City of Hartford ss.		By: Robert L. Raney, Senior Vice President
be the Senior Vice President of Farmington Casua Fire and Marine Insurance Company, St. Paul Gu	lty Company, Fidelity and Guaranty Insur ardian Insurance Company, St. Paul Mercu nited States Fidelity and Guaranty Compa	fore me personally appeared Robert L. Raney, who acknowledged himself to trance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul cury Insurance Company, Travelers Casualty and Surety Company, Travelers pany, and that he, as such, being authorized so to do, executed the foregoing nimself as a duly authorized officer.
In Witness Whereof, I hereunto set my hand and	official seal	Marie C. Tetreault

58440-5-16 Printed in U.S.A.

My Commission expires the 30th day of June, 2021.

#### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the follow **EXAMBLE** by the Boards of Directors of Farmington Casualty Compa2, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2

May of May

. 20

Kevin E. Hughes, Assistant Secretary



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



**BID ADDENDUM 1 – May 29, 2018** 

### CARMEL RIVER BANK STABILIZATION AT RANCHO SAN CARLOS ROAD

### Item 1 - Labor Code Section 1776 Compliance

The language below is to be incorporated into the Notice Inviting Sealed Bids and into Section 5 Wage Scale in the Contract for the work.

"The Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The prime contractor shall post job site notices, as prescribed by regulation. Each contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, in the manner prescribed under Section 1771.4."

Item 2 – Add clarification concerning physical and mailing address for bid.

Item 3 – Correct numbering in Contract form, starting with 19.

Item 4 - Correct numbering in Special Conditions starting with 15.

### Item 5 - SECTION 01568 - EROSION AND POLLUTION CONTROLS

This section is amended to add the following specification:

### 6.4 HYDROSEED

Hydro seeding shall consist of mixing and applying seed, commercial fertilizer and stabilizing emulsion, or any combination thereof, with fiber and water. The Contractor shall supply all materials and equipment and shall apply the hydroseed mix in the locations specified on the construction drawings and as described below.

### A. PAYMENT

Payment for this item shall be the price as established in the Bid Schedule. Such payment shall constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to the completion of the work.

### B. ITEMS OF WORK AND CONSTRUCTION DETAILS

The Contractor shall mix seed, emulsion, fiber, and fertilizer in a tank with a built-in continuous agitation system of sufficient operating capacity to produce a homogeneous mixture and a discharge system which will apply the mixture at a continuous and uniform rate. The seed mix

5 Harris Court, Building G, Monterey, CA 93940 • 831-658-5600 • Fax 831-644-9560

P.O. Box 85, Monterey, CA 93942-0085

http://www.mpwind.net

Ahmet Gulcu

A-C

6.28-2018

### BID ADDENDUM 2 - June 19, 2018

### CARMEL RIVER BANK STABILIZATION AT RANCHO SAN CARLOS ROAD

The items below are to be incorporated into the Notice Inviting Sealed Bids and costs shown on the Bid Form.

### Item 8 – Access and staging at site (Bid Items 1, 2, 3, 4) – see also Figures below

- 1.1 Remove dead pine tree adjacent to fence on Rancho San Carlos Road and dispose offsite
- 1.2 Remove approximately 20 feet of fence on Rancho San Carlos Road
- 1.3 Install two 10-ft. gates with lock; match gate style to existing fence style; gates to open inward to staging area
- 1.4 Install temporary asphalt apron (20 ft. x 20 ft.); contractor to patch or fill as necessary to maintain a smooth transition from the temporary apron to Rancho San Carlos Road; remove as directed after project completion
- 1.5 Clear and grub inside fence to limits of cottonwood; remove cypress tree, poison oak, blackberry, fennel and other vegetation to allow access into the site and staging of materials
- 1.6 Protect live cottonwood and oak trees on perimeter of staging site with temporary high visibility fencing
- 1.7 Dispose cleared vegetation off-site
- 1.8 Install temporary high visibility fencing to limit access to sensitive species (Santa Barbara sedge) as shown on Sheet 3.0
- 1.9 Protect 36-inch cottonwood at access ramp; remove large limb from 36-inch cottonwood that blocks access to streambank; remove 18-inch cottonwood blocking access ramp; cottonwood pieces of 10-ft. or greater may be stockpile and placed into the channel bottom at the end of construction.
- 1.10 Hydroseed staging area at end of construction

Ahmet Gulcu

6-28-2018

### ADMINISTRATIVE COMMITTEE

3. CONSIDER EXPENDITURE TO CONTRACT FOR CONSTRUCTION AND RELATED SERVICES FOR THE SLEEPY HOLLOW STEELHEAD REARING FACILITY RAW WATER INTAKE AND WATER SUPPLY SYSTEM UPGRADE PROJECT

Meeting Date: July 10, 2018 Budgeted: Yes

From: David J. Stoldt, Program/ Protect Environmental

General Manager Quality

Line Item No.: 2-3-1-F

Prepared By: Larry Hampson Cost Estimate: \$2,000,000

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on July

10, 2018 and recommended \_\_\_\_\_\_.

CEQA Compliance: The Board certified the Final Initial Study/Mitigated Negated Declaration for this project and adopted the Mitigation and Monitoring and Reporting Plan on November 14, 2016.

**SUMMARY:** Staff proposes to complete an upgrade to the Sleepy Hollow Steelhead Rearing Facility (SHSRF) located on the Carmel River, about a mile downstream of the former San Clemente Dam site. The facility upgrade includes a new intake structure in the river, new pumps, a filtering system, disease control, a recirculating aquaculture system, advanced alarm systems and a power upgrade.

The District advertised for bids during the month of June 2018 and received one bid at a cost of \$1,802,835 as shown in **Exhibit 3-A**. Additional work includes setting survey control, inspection and testing, and completing record drawings. Estimated total costs to construct the project are shown in Table 1 below. The District and the State Coastal Conservancy have entered into an agreement to reimburse the District for up to \$1.8 million in expenses associated with the construction of the facility upgrade.

**RECOMMENDATION:** The Committee should recommend that the Board approve the following actions:

- 1. Authorize the General Manager to enter into a contract with Mercer-Fraser Company for construction of the Sleepy Hollow Steelhead Rearing Facility Raw Water Intake and Water Supply System Upgrade Project at a cost Not-to-Exceed \$1,802,835.
- 2. Authorize the General Manager to approve service contracts for associated tasks for up to \$30,000.
- 3. Authorize the General Manager to approve change orders to the construction and service

contracts or for new service contracts for the Project to allow for unforeseen items up to \$157.165.

**DISCUSSION:** An upgrade of the intake at the SHSRF was first identified in 2001 and has been a high priority project to improve management of steelhead since 2005. The National Marine Fisheries Service and the California Department of Fish and Wildlife have requested that MPWMD allow steelhead to remain longer at the facility than current operational capability allows. The upgrade project addresses three conditions that can force a shutdown of the facility: 1) extreme low flow during droughts; 2) increased sediment and debris flow since the removal of San Clemente Dam; and 3) high flows in early winter before steelhead are ready to be released.

Staff has applied for necessary permits from local, state and federal agencies. At their November 14, 2016 meeting, the Board of Directors adopted findings and certified the Initial Study/Mitigated Negative Declaration under CEQA for the Project. MPWMD has also requested an amendment to the operating agreement with California American Water to recognize construction of the new improvements. All authorizations will need to be complete before the Contractor is given a Notice to Proceed with the Project.

The low bidder for the project, Company-Mercer Company, has been involved in several heavy construction projects recently in Northern California. A breakdown of project costs is shown in Table 1 below.

Construction	\$ 1,802,835
Sales tax	\$
Survey Control	\$ 10,000
Inspection/testing	\$ 5,000
Record Drawings	\$ 25,000
Contingency	\$ 157,165
Total	\$ 2,000,000

Table 1 – Summary of Costs

**IMPACTS ON STAFF AND RESOURCES:** Several District staff will be involved in the project assisting with project management, inspections, permit compliance, fish rescue, revegetation, and monitoring. The work will be performed under the direction of the District Engineer.

### **EXHIBIT**

**3-A** Bid for Construction from Mercer-Fraser Company

# MONTEREY PENINSULA WATER MANAGEMENT DISTRICT MONTEREY COUNTY, CALIFORNIA

# BID TO PROVIDE SLEEPY HOLLOW STEELHEAD REARING FACILITY RAW WATER INTAKE AND WATER SUPPLY SYSTEM UPGRADE

Monterey Peninsula Water Management District 5 Harris Court Bldg. G, Monterey CA 93940 or P.O. Box 85, Monterey, CA 93942-0085

### Ladies and Gentlemen:

Pursuant to the foregoing Notice Inviting Sealed Bids, the undersigned hereby proposes and binds himself by the District, under this Bid, to execute in accordance with such award, a contract of which this Bid and the Specifications shall be a part, to furnish any and all labor, materials, equipment, and services necessary for satisfactory performance and completing the work set forth in said Specifications within the time hereinafter set forth and at the prices named in this bid as follows\*:



### **Document A310™ - 2010**

Conforms with The American Institute of Architects AIA Document 310

### **Bid Bond**

### CONTRACTOR:

(Name, legal status and address) Mercer Fraser Company 200 Dinsmore Drive Fortuna, CA 95540 Mailing: P.O. Box 1006, Eureka, CA 95502

#### OWNER:

(Name, legal status and address) Monterey Peninsula Water Management District P.O. Box 85 Monterey, CA 93942-0085

#### SURETY:

(Name, legal status and principal place of business) Liberty Mutual Insurance Company 175 Berkeley Street Boston, MA 02116

#### **Mailing Address for Notices**

Liberty Mutual Insurance Company Attention: Surety Claims Department 1001 4th Avenue, Suite 1700 Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% of Bid Amount Ten Percent of Bid Amount

#### **PROJECT:**

(Name, location or address, and Project number, if any) Sleepy Hollow Steelhead Rearing Facility Raw Water Intake and Water Supply System Upgrade Project 45 San Clemente Drive, Carmel Valley, California 93924

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th

day of June

. 2018

(Title) Justin Zabel, President

(Seal)

Mercer Fraser

(Principal

Liberty Mutual Insurance Company

Company

(Surety)

(Title) Jon Richard Sullivan, Attorney-in-Fact



LMS-10054 08/10

Witness

### **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual

who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of
On June 26, 2018 before me, Karen Rhodes, Notary Public
(insert name and title of the officer)
personally appearedJon Richard Sullivan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  KAREN RHODES Notary Public - California Marin County Commission # 2232757 My Comm. Expires Mar 1, 2022

(Seal)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT SPHINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8061424

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company

West American Insurance Company

### **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Donna J. Frowd; Susan J. Mcgowan; Michael Brophy Mcgowan; Karen Rhodes; Jon Richard Sullivan; Debbie L. Welsh

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge all of the city of Novato and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed day of April thereto this 12th 2018



STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

2018, before me personally appeared David M, Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance On this 12th day of April Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021

Member, Pennsylvania Association of Notarios

Teresa Pastella, Notary Public

The Ohio Casualty Insurance Company Liberty Mutual Insurance Company

West American Insurance Company

David M. Carey, Assistant Secretary

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12, Power of Attorney, Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I. Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casually Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this  $26 \, \text{th}$  day of

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





Renee C. Llewellyn, Assistant Secretary



### <u>Item 6 – Revised Bid Form</u>

### BID FORM - Revised May 30, 2018

Item	Description	Quantity	Unit	Unit Cost	<b>Total Cost</b>
	Mobilization and General Conditions				
1	Mobilization/Demobilization	1	LS	150,000,00	159,000.00
2	Demolition	1	LS	52,000.00	52,000.00
3	Erosion Control, Dewatering & Exclusionary Fencing	1	LS	125,000,00	125,000.00
	River Intake				
4	Concrete Base with Imbedded Pipe <sup>1</sup>	1	LS	12,000.00	12,000,00
	Intake Screen Assembly with Control System in Equipment Building.	1	LS	24,000.00	24,000,00
	Spray Bar and Connection with Site Piping	1	LS	12,520.00	12,520,00
5	Import and Place Crushed Rock <sup>2</sup>	35	TON	149 00	5,215.00
6	Import and Place Riprap <sup>2</sup>	540	TON	90.00	48,600,00
	River Intake Pump Station				10,000
7	Pumps - 30Hp	2,	EA	15,000.00	30,000.00
8	Wet Well, Valve Vault, and Flow Meter Vault <sup>3</sup>	1	LS	13,000,00	13,000.00
9	Flow Meter	1	LS	4,500.00	4,500.00
	River Water Process Piping and Connection with Site Piping	1	LS	82,000,00	82,000.00
	Cooling Tower Degas and Gas Conditioning				
14	Cooling Tower Structural Modifications including Concrete for Degas and Gas Conditioning Equipment <sup>4</sup>	1	LS	65,000.00	(5,000,00
	Cooling Tower Process Piping	1	LS	12,000.00	12,000.00
	Degas and Gas Conditioning Equipment	1	LS	15,000.00	15,000.00
	Degas and Gas Conditioning Process Piping	1	LS	18,000.00	18,000.00
	Re-use Treatment & Pumping				
18	Diversion Box Structural, Gate, Screen and Process Piping including Connection to Site Piping	1	LS	50,000.00	50,000.00
19	Equipment Building including all related Architectural and Structural <sup>5</sup>	1	LS	180,00000	50,000.00 180,000.00



ltem	Description	Quantity	Unit	Unit Cost	Total Cost
20	Equipment Building Mechanical, Tanks and Process Piping including Connection to Site Piping	1	LS	30,000.00	30,000.00
	Drum Filter (1350 gpm, 40 micron) including Vendor Control System	2	EA	12,000.00	24,000.00
21	Pumps - 20 hp	2	EA	17,000.00	34,000,00
22	UV System Including Vendor Control System	1	LS	27,000.00	27,000.00
23	Reuse System Flow Meter	1	LS	3,500.00	3,500.00
	Sediment Basin				
24	Sediment Basin Structural including Cover	1	LS	112,000.00	112,000.00
25	Sediment Basin Gates and Connection to Site Piping	1	LS	5,000.00	5,000.00
	Site Civil and Piping				
26	Site Process Piping - Intake Screen to Wet Well	1	LS	6,000.00	6,000,00
27	Site Process Piping – Pressure	1	LS	9,500.00	9,500.00
28	Site Process Piping – Gravity Supply Pipe	1	LS	7,500.00	7,500.00
29	Site Process Piping – Gravity Drain Pipe	1	LS	6,000.00	Le,000.00
30	Excavation, Earthwork, Trenching and Backfill	1	LS	80,000.00	80,000,00
31	Site Restoration including Landscape and Gravel Surfaces <sup>6</sup>	1	LS	35,000.00	35,000.00
	Electrical and Controls				
32	Site Electrical	1	LS	500,000,00	500,000.00
	Electrical and Controls				
	Transport and Dispose Excess Material				
33	Transport and Dispose Excess Material <sup>7</sup>	1	LS	9,500.00	9,500,00
34	Archeological Monitoring	1	LS	15,000.00	15,0000
	Total				1,802,835.00

### Footnotes - quantities are approximate

- 1. Item includes excavation of river bottom and streambank = about 400 CY.
- 2. Estimate only. This item to be paid based on actual tonnage placed and includes excavation and bank restoration.
- 3. Depth of wet well may vary slightly according to field conditions. See geotechnical investigation. Item includes mechanical appurtenances.

The undersigned has examined the location of the proposed work and/or is familiar with the Specifications and the local conditions in the place where the work is to be done.

The undersigned has checked carefully all the above figures and understands that the District shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the District reserves the right to reject any or all bids, and to waive any irregularities or informalities in bids received. Award shall be made which, in the judgement of the District, is to the best interest of the District. It is agreed that this bid may not be withdrawn within a period of 180 days after the date set for the opening thereof.

In accordance with the Construction Specifications, the undersigned further agrees to so plan the work and prosecute it with such diligence that said work shall be commenced within 10 days after issuance of the notice to proceed, and the work shall be completed within \_\_\_\_ days from issuance of the notice to proceed.

The undersigned agrees, if awarded the contract, that there shall be paid by the undersigned and all subcontractors under him, to all laborers, workmen, and mechanics employed in the execution of such contract or any subcontract thereunder, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the work is to be performed, as established by the State Director of the Department of Industrial Relations.

The undersigned or his or her subcontractors currently possess and agree to maintain valid **Contractor's Licenses** issued by the State of California necessary to prosecute the work.

Bidder: Mercer-Fraser Company	Tax I.D.Number: 94-1111519
Business Address: PO Box 1006 Eureka, CA 95502	
List all Contractor's License No.: 105709	
Telephone:( <u>707</u> ) <u>443-6371</u>	
e-mail: jzabel@mercerfraser.com	
By:	Dated: 6/29/18
Title: <u>Justin Zabel, President</u>	

### BIDDER'S EXPERIENCE QUALIFICATIONS

The Bidder has been engaged in the contracting business, under the present business name for years. Experience in work of a nature similar to that covered in the bid extends over a period of 151 years. The Bidder must demonstrate successful completion of at least one project involving heavy construction work in a live stream containing steelhead or other salmonid species.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows:

Year	Type of Work	Contract Amount	Location and for Whom Performed	
	*PLE	ASE SEE A	ATTACHED	_
	,		a	_
				_
		,		_
		Bidde	r <u>Mercer-Fraser Company</u>	
		Signe	d	
	0	Titl	eJustin Zabel, President	
		Dat	e _ 6/29/18	

# CONTRACTOR'S EXPERIENCE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT SLEEPY HOLLOW STEELHEAD REARING FACILITY

### **Mercer-Fraser Company**

### Past Experience:

A. Project Name: Fortuna WWTP Flood Protection

B. Location: Fortuna, CA

C. Owner: City of Fortuna

D. Owner Contact: Merrit Perry

E. Architect or Engineer: GHD

F. Architect or Engineer Contact: Rebecca Crow

G. Construction Manager: Mark Benzinger, Project Manager (707) 443-6371

H. <u>Description of Project, Scope of Work Performed</u>: Minor concrete demolition, pipe removal and disposal, construction of berms and access ramps, rock slope protection, storm drainage, finished effluent pipeline, pump station, concrete walkways and steps, electrical work, SCADA integration, start-up and testing, finish grading and hydroseeding

I. Initial Contract Value: \$635,500.00

J. Final Cost of Construction: \$683,987.00

K. Original Scheduled Completion Date: 12/11/15

L. Time Extension Granted (number of days): 140

M. Actual Date of Completion: 2/20/16

N. Number and Amount of Stop Notices or Mechanic's Liens Filed: 0

O. Amount of Liquidated Damages Assessed Against Contractor: 0

P. Nature and Resolution of Any Claim, Lawsuit, and/or Arbitration Between Contractor and the Owner: N/A

# CONTRACTOR'S EXPERIENCE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT SLEEPY HOLLOW STEELHEAD REARING FACILITY

### **Mercer-Fraser Company**

### Past Experience:

A. Project Name: Rohner Creek Flood Control, Seismic & Habitat Improvements

B. Location: Fortuna, CA

C. Owner: City of Fortuna

D. Owner Contact: Merrit Perry

E. Architect or Engineer: GHD

F. Architect or Engineer Contact: Jeremy Svehla

G. Construction Manager: Mark Benzinger, Project Manager (707) 443-6371

H. <u>Description of Project, Scope of Work Performed</u>: Demolition, debris removal, stream corridor excavation, boulder weirs, habitat structures, alcove log structures, water management, Dust Control, and Environmental protection, stream embankment RSP, soil nail retaining walls, log deflectors, finish grading and hydroseeding

I. Initial Contract Value: \$4,392,150.00

J. Final Cost of Construction: \$4,447,475.75

K. Original Scheduled Completion Date: 10/11/17

L. Time Extension Granted (number of days): 149

M. Actual Date of Completion: 03/09/18

N. Number and Amount of Stop Notices or Mechanic's Liens Filed: 0

O. Amount of Liquidated Damages Assessed Against Contractor: 0

P. Nature and Resolution of Any Claim, Lawsuit, and/or Arbitration Between Contractor and the Owner: N/A

# CONTRACTOR'S EXPERIENCE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT SLEEPY HOLLOW STEELHEAD REARING FACILITY

### **Mercer-Fraser Company**

### Past Experience:

- A. Project Name: Redcrest Underdrains
- B. Location: Humboldt County, HWY 101, near Redcrest, CA
- C. Owner: State of California-Department of Transportation
- D. Owner Contact: Joaquin Rodriguez
- E. Architect or Engineer: State of California-Department of Transportation
- F. Architect or Engineer Contact:
- G. Construction Manager: Mark Benzinger, Project Manager (707)443-6371
- H. Description of Project, Scope of Work Performed: Rock Slope Protection and Underdrains
- I. Initial Contract Value: \$1,124,406.00
- J. Final Cost of Construction: \$1,109,942.52
- K. Original Scheduled Completion Date: 11/2/15
- L. Time Extension Granted (number of days): 0
- M. Actual Date of Completion: 11/2/15
- N. Number and Amount of Stop Notices or Mechanic's Liens Filed: 0
- O. Amount of Liquidated Damages Assessed Against Contractor: 0
- P. Nature and Resolution of Any Claim, Lawsuit, and/or Arbitration Between Contractor and the Owner: N/A

### **Mercer-Fraser Company**

PO Box 1006 Eureka, CA 95502

### **Pre-Qualifications / References**

A. Project Name:

Trinity Center Water Treatment Upgrade

B. Location:

Trinity Center, CA

C. Owner:

Trinity Center Mutual Water Company

D. Owner Contact:

Joe Riess

(530) 243-2113

(Name and Phone Number)

E. Architect or Engineer:

Water Works Engineers

F. Architect or Engineer Contact:

Joe Riess

(530) 243-2113

(Name and Phone Number)

G. Construction Manager on behalf of Owner:

Joe Riess

(530) 243-2113

(Name and Phone Number)

H. Description of Project, Scope of Work Performed:

Construction of Water Treatment Plant,

Steel Tank Reservoirs & Installation of Water Meters at

all residences

I. Initial Contract Value:

\$2,765,500.00

(at time of bid award)

J. Final Cost of Construction:

\$2,802,227.00

(including change orders)

K. Original Scheduled Completion Date: 365 working days

L. Time Extensions Granted:

(Numbers of Days)

M. Actual Date of Completion:

3/1/14

N. Number and amount of Stop Notices or Mechanic's Liens filed:

N/A

O. Amount of liquidated damages assessed against Contractor:

\$0.00

P. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and

the Owner:

N/A

### Mercer-Fraser Company

PO Box 1006 Eureka, CA 95502

### **Pre-Qualifications / References**

A. Project Name:

Water Treatment Plant Improvements Project

B. Location:

Redway, CA 95560

C. Owner:

Redway Community Services District

D. Owner Contact:

Ken Dean, Operations Manager (707) 923-3101

(Name and Phone Number)

E. Architect or Engineer:

Water Works Engineers

F. Architect or Engineer Contact:

Joe Riess, P.E. (530) 243-2113

(Name and Phone Number)

G. Construction Manager on behalf of Owner:

Joe Riess, P.E.

(530) 243-2113

(Name and Phone Number)

H. Description of Project, Scope of Work Performed: Improvements to the District's existing infiltration gallery and Water Treatment Plant, and construction of a new 0.46 million gallon welded steel water storage tank.

I. Initial Contract Value:

\$2,130,800.00

(at time of bid award)

J. Final Cost of Construction:

\$2,300,000.00

(including change orders)

K. Original Scheduled Completion Date: January, 2013

L. Time Extensions Granted:

N/A

(Numbers of Days)

M. Actual Date of Completion:

January, 2013

N. Number and amount of Stop Notices or Mechanic's Liens filed:

0

O. Amount of liquidated damages assessed against Contractor:

P. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and

the Owner: N/A

### **Mercer-Fraser Company**

PO Box 1006 Eureka, CA 95502

### **Pre-Qualifications / References**

A. Project Name:

Trinity Village Water Company Water Filtration Facilities

B. Location:

Salyer, CA 95563

C. Owner:

Trinity Village Water Company

D. Owner Contact:

Danny Walsh, President (530) 629-3282

(Name and Phone Number)

E. Architect or Engineer:

Trinity Valley Consulting Engineers, Inc

F. Architect or Engineer Contact:

Joshua T. McKnight, P.E. (530) 629-3000

(Name and Phone Number)

G. Construction Manager on behalf of Owner:

Joshua T. McKnight, P.E (530) 629-3000

(Name and Phone Number)

H. <u>Description of Project, Scope of Work Performed:</u> Construction of Water Filtration Facilities which includes: clearing and grubbing, site grading, site improvements, installation of piping, pumps, and water tanks. Construction of plant building. Installation of membrane filtration plant, construction of suspended pipe creek crossing. Retrofitting of existing water storage reservoir and all other appurtenance items at the Project site.

I. Initial Contract Value:

\$1,448,726.00

(at time of bid award)

J. Final Cost of Construction:

\$1,500,000.00

(include change orders)

K. Original Scheduled Completion Date: December, 2011

L. Time Extensions Granted:

N/A

(Numbers of Days)

M. Actual Date of Completion:

December, 2011

N. Number and amount of Stop Notices or Mechanic's Liens filed:

0

O. Amount of liquidated damages assessed against Contractor:

\$0.00

P. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and

the Owner:

N/A

### Mercer-Fraser Company

PO Box 1006 Eureka, CA 95502

### **Pre-Qualifications / References**

A. Project Name:

City of Eureka, Martin Slough Interceptor Project, Phase I

B. Location:

Eureka, CA

C. Owner:

City of Eureka

D. Owner Contact:

Kurt Gierlich, City Engineer (707) 441-4183

(Name and Phone Number)

E. Architect or Engineer:

SHN

F. Architect or Engineer Contact:

Jeff Nelson, CFO – SHN (707) 441-4855

(Name and Phone Number)

(707) 441-8855

G. Construction Manager on behalf of Owner: Kurt Gierlich, City Engineer

(Name and Phone Number)

(707) 441-4183

H. Description of Project, Scope of Work Performed: 1500 LF – 18" Sewer, 4200 LF 24" Sewer, 800 LF 30" Sewer, 582 LF 42" Sewer, 24' Deep Bore Bits, Bore & Jacks from 150' - 400' LF, Manhole Construction 10' – 25' deep, Slough Crossing

I. Initial Contract Value:

\$4,500,000.00

(at time of bid award)

J. Final Cost of Construction:

\$4,600,000.00

(include change orders)

K. Original Scheduled Completion Date: December 2011

L. Time Extensions Granted:

Winter Suspension

(Numbers of Days)

M. Actual Date of Completion: August 2012

### Mercer-Fraser Company

PO Box 1006 Eureka, CA 95502

### **Pre-Qualifications / References**

A. Project Name:

Bear River Band Estate, Roadway & Infrastructure Project

B. Location:

Loleta, CA

C. Owner:

Bear River Band of Rohnerville Rancheria

D. Owner Contact:

Leonard Bowman, Chairman

(707) 733-1900

(Name and Phone Number)

E. Architect or Engineer:

Laco Associates

F. Architect or Engineer Contact:

Leonard Oshorne, Project Engineer

(Name and Phone Number)

(707)443-5054

G. Construction Manager on behalf of Owner:

(Name and Phone Number)

H. Description of Project, Scope of Work Performed: 40,000 CY Excavation, 11,000 Tons Aggregate Base, 3,500 Tons Asphalt, 4,600 LF PVC Sewer, 7,000 LF 6" Water main, 2,300 LF Storm Drain, 9,000 LF Sidewalk Curb & Gutter, 140 LF 2"x5" RCB Box Culverts.

I. Initial Contract Value:

\$ 2,617,800.00

(at time of bid award)

J. Final Cost of Construction:

\$ 3,298,692.75

(include change orders)

K. Original Scheduled Completion Date: December 2011

L. <u>Time Extensions Granted:</u>

(Numbers of Days)

M. Actual Date of Completion: October 2011

### **Mercer-Fraser Company**

PO Box 1006 Eureka, CA 95502

### **Pre-Qualifications / References**

A. Project Name:

Bear River Rancheria, Tish-Non

B. Location:

Loleta, CA

C. Owner:

Bear River Band of Rohnerville Rancheria

D. Owner Contact:

Leonard Bowman (Chairman) (707) 443-5054

(Name and Phone Number)

E. Architect or Engineer:

Laco Associates

F. Architect or Engineer Contact:

Ben Dolf (707) 443-5054

(Name and Phone Number)

G. <u>Construction Manager on behalf of Owner:</u> John Berganske, (707) 443-5054 (Name and Phone Number)

H. <u>Description of Project, Scope of Work Performed:</u> Site Improvements to Water and Wastewater Treatment Facilities, Grading, Construction of Gravel Roadways, Concrete Foundations, Slaps and pedestals, Installation of Wastewater Treatment Package Plant and Appurtenances. Tank Foundation, Concrete Masonry Building, Piping, Manholes, below ground Tanks and vaults.

I. Initial Contract Value:

\$ 1,424,000.00

(at time of bid award)

J. Final Cost of Construction:

\$ 1,433,733.00

(include change orders)

K. Original Scheduled Completion Date: December 2011

L. <u>Time Extensions Granted:</u>

(Numbers of Days)

M. Actual Date of Completion: November 2011

### SUBCONTRACTOR'S EXPERIENCE QUALIFICATIONS

for		nce in work of a nature sin	siness, under the present bus milar to that covered in the	
The subcon follows:	tractor has never fai	led to satisfactorily compl	ete a contract awarded to hir	n, except as
	cate for whom the w	ork was conducted, the typ	pe of work, and who can be o	contacted as
Year	Type of Work	Contract Amount	Location and for Whom Performed	
	8	2 <del></del> 5	3	_
-			:	<del>_</del> :
				<del>-</del> -:
Please attac	h additional sheet(s	) as needed.		
		Title		
		Date		

This form to be submitted with the bid.

### SECURITY FOR COMPENSATION CERTIFICATION

### TO: MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract:

_6/29/18	
Date	
(Signature of Bidder)	Justin Zabel, President
Business Address:	
PO Box 1006	
Eureka, CA 95502	
-	<del></del> :
Place of Residence:	
200 Dinsmore Drive	
Fortuna, CA 95540	

(This certificate must be executed by the successful bidder prior to the award of Contract.)

### FAIR EMPLOYMENT PRACTICES CERTIFICATION

### TO: MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he has or shall meet the standards of affirmative compliance with Fair Employment Practices requirements of the special provisions contained herein:

6/29/18
Date
(Signature of Bidder) Justin Zabel, President
Business Address:
PO Box 1006
Eureka, CA 95502
Place of Residence:
200 Dinsmore Drive
Fortuna, CA 95540

(This certification must be executed by the successful bidder prior to the award of the Contract.)

## NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

)

State of California

) SS.
County of Humboldt )
,
Justin Zabel
being first duly sworn, deposes and says that he or she is President of
the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any
undisclosed person, partnership, company, association, organization, or corporation; that bid is
genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited
any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired,
connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain
from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price of the bidder or any other bidder,
or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to
secure any advantage against the public body awarding the contract of anyone interested in the
proposed contract; that all statements contained in the bid are true, and, further, that the bidder has
not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents
thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any
corporation, partnership, company association, organization, bid depository, or to any member or
agent thereof to effectuate a collusive or sham bid.
Signature 6/29/18  Date
Signature Date

The title of the affidavit provides that it is "to be executed by bidder and submitted with the bid."



### **BID ADDENDUM 1 – May 30, 2018**

## SLEEPY HOLLOW STEELHEAD REARING FACILITY RAW WATER INTAKE AND WATER SUPPLY SYSTEM UPGRADE PROJECT

### Item 1 – Labor Code Section 1776 Compliance

The language below is to be incorporated into the Notice Inviting Sealed Bids and into Section 5 Wage Scale in the Contract for the work.

"The Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The prime contractor shall post job site notices, as prescribed by regulation. Each contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, in the manner prescribed under Section 1771.4."

Item 2 – Add clarification concerning physical and mailing address for bid.

Item 3 – Correct numbering in Contract form, starting with 19.

<u>Item 4 – Correct numbering in Special Conditions starting with 15.</u>

### <u>Item 5 – SECTION 02510 – SURFACE RESTORATION</u>

This section is amended as follows:

### **2.2 SEED**

Hydro seeding shall consist of mixing and applying seed, commercial fertilizer and stabilizing emulsion, or any combination thereof, with fiber and water. The Contractor shall supply all materials and equipment and shall apply the hydroseed mix in the locations specified on the construction drawings and as described below.

### A. PAYMENT

Payment for this item shall be the price as established in the Bid Schedule. Such payment shall constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to the completion of the work.

#### B. ITEMS OF WORK AND CONSTRUCTION DETAILS

The Contractor shall mix seed, emulsion, fiber, and fertilizer in a tank with a built-in continuous agitation system of sufficient operating capacity to produce a homogeneous mixture and a discharge system which will apply the mixture at a continuous and uniform rate. The seed mix



shall be blue wildrye (*Elymus glaucus*) on slopes more than six (6) feet above the channel bottom and creeping wild rye (*Leymus triticoides*) on lower slopes. Seed shall be applied at 10 to 20 pounds per acre. The quantity of water shall be as needed for application, except that when stabilizing emulsion is specified, the ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer of the emulsion. The Contractor shall apply a minimum of 500 pounds of fiber per acre, which shall be mixed and applied with the seed, emulsion, and fertilizer. The fiber shall be furnished and applied at the Contractor's expense.

A dispersing agent may be added to the mixture provided the Contractor furnishes evidence that the additive is not harmful. Any material considered harmful, as determined by the MPWMD, shall not be used. Any mixture containing stabilizing emulsion shall not be applied during rainy weather or when soil temperatures are below 40° F. Pedestrians or equipment shall not be permitted to enter areas where mixtures containing stabilizing emulsion have been applied. The Contractor shall hydroseed all areas disturbed by grading operations, except for the channel bottom and stream bank areas where riprap is exposed. Where geotextile or other erosion control fabric is to be placed on a slope, the seed mix shall be placed prior to placement of the geotextile. Otherwise, the seed mix shall be placed after all work on the area to be seeded has been completed.



- 4. Includes all work required to raise cooling tower including new slab and modifications to mechanical and electrical. Includes related excavation with approximate quantities as follows. Excavation = 40 CY. Imported granular structural fill = 13 CY. Concrete = 20 CY. Galvanized = 3 tons.
- 5. Excavation = 510 CY. Imported Granular Structural = 100 CY. Concrete pad = 107 CY. Foundation walls = 13 CY. Grating and handrail = 80 LF.
- 6. Approximately 20,000 SF of hydroseeding.
- 7. Approximately 1,800 CY. See Section 02510, Technical Specifications, Addenda 1.

Plans, Specifications, and bid forms may be secured at no charge from the Monterey Peninsula Water Management District, 5 Harris Court, Bldg. G Street, P. O. Box 85, Monterey, California 93942-0085 or may be downloaded from the District's web page at <a href="http://www.mpwmd.net/who-we-are/project-bids-rfps/">http://www.mpwmd.net/who-we-are/project-bids-rfps/</a>

For further information, please contact Larry Hampson, <u>larry@mpwmd.net</u> or at 831-658-5620.



### ADDENDA/REVISIONS - No. 2

### BID ADDENDUM 2 - June 7, 2018

## SLEEPY HOLLOW STEELHEAD REARING FACILITY RAW WATER INTAKE AND WATER SUPPLY SYSTEM UPGRADE PROJECT

<u>Item 7 – Bid Form Revision</u>

The footnotes have been revised.

### **ADMINISTRATIVE COMMITTEE**

4. CONSIDER APROVAL OF AMENDMENT TO LICENSE AGREEMENT WITH CALIFORNIA AMERICAN WATER FOR THE SLEEPY HOLLOW STEELHEAD FACILITY UPGRADE

Meeting Date: July 10, 2018 Budgeted: N/A

From: David J. Stoldt Program/ N/A

**General Manager** Line Item No.:

Prepared By: Larry Hampson Cost Estimate: N/A

General Counsel Approval: N/A

Committee Recommendation: The Administrative Committee reviewed this item on July

10, 2018 and recommended \_\_\_\_\_

CEQA Compliance: This action does not constitute a project as defined by the California

**Environmental Quality Act Guidelines 15378.** 

**SUMMARY:** This item is to request authority for the General Manager to execute an amendment to an existing license agreement with California American Water (Cal-Am) to allow an upgrade of the Sleepy Hollow Steelhead Rearing Facility (SHSRF). A draft amendment is attached as **Exhibit 4-A**.

**RECOMMENDATION:** Authorize the General Manager to amend an existing license agreement with California American Water to allow the District to upgrade the Sleepy Hollow Steelhead Rearing Facility.

**DISCUSSION:** An upgrade of the intake at the SHSRF was first identified in 2001 and has been a high priority project to improve management of steelhead since 2005. The National Marine Fisheries Service and the California Department of Fish and Wildlife have requested that MPWMD allow steelhead to remain longer at the facility than current operational capability allows. The upgrade project addresses three conditions that can force a shutdown of the facility: 1) extreme low flow during droughts; 2) increased sediment and debris flow since the removal of San Clemente Dam; and 3) high flows in early winter before steelhead are ready to be released.

**IMPACT TO STAFF/RESOURCES:** There are no immediate costs associated with this agreement. If Cal-Am is sued in the future over the upgrade project, the District would be obligated to defend Cal-Am against claims for damages.

### **EXHIBITS**

**4-A** First Amendment to License Agreement for Sleepy Hollow Fish Rearing Facility

# FIRST AMENDMENT TO LICENSE AGREEMENT FOR SLEEPY HOLLOW FISH REARING FACILITY

This First Amendment to License Agreement for Sleepy Hollow Fish Rearing Facility ("First Amendment") is entered into by and between California-American Water Company, a California corporation ("Company"), and the Monterey Peninsula Water Management District, a governmental entity ("District") (each of whom is sometimes individually referred to herein as a "Party" and collectively as the "Parties"), with reference to the following:

WHEREAS, effective May 5, 1994, Company and District entered into a License Agreement pursuant to which District constructed and operates a fish rearing and holding facility located on certain real property owned by Company ("Agreement");

WHEREAS, pursuant to Section 2 of the Agreement, the term has been renewed by District four (4) times, with the current five (5) year renewal period expiring December 4, 2020;

WHEREAS, District desires to construct the Sleepy Hollow Steelhead Rearing Facility Raw Water Intake and Water Supply System Upgrade Project ("Project") on the Licensed Property, and to use other Company property identified herein for disposal of soil from Project excavations;

WHEREAS, the Agreement provides that District is prohibited from making any improvements on the Licensed Property without the prior written consent of Company, which consent may be withheld or granted in Company's sole and absolute discretion; and

WHEREAS, Company is willing to consent to District's construction and operation of the Project on the Licensed Property and disposal of excavated soil from the Project site under the terms and conditions set forth in this First Amendment.

**NOW, THEREFORE**, in consideration of the above Recitals, which are true and correct and incorporated herein by this reference, and of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **AMENDMENT**

1. <u>Consent to Project</u>. In accordance with Section 5(f) of the Agreement, Company hereby consents to construction and operation of the Project on the Licensed Property as the Project is described in that certain *Initial Study/Mitigated Negative Declaration, Sleepy Hollow Steelhead Rearing Facility Raw Water Intake and Water Supply System Upgrade Project dated February 2017 ("MND"), which MND was certified by District on November 14, 2016, corrected in an addendum thereto certified by District on January 25,* 

2017, modified in an addendum thereto certified by the State Coastal Conservancy on November 30, 2017, and modified by an addendum thereto certified by District on July 16, 2018, all of which are incorporated herein by this reference. This consent is subject to the conditions subsequent that District and its contractors shall: (a) only access the Licensed Property using the Tularcitos High Road; (b) at all times comply with Company's security procedures; (c) not use any portion of Assessor's Parcel Number 197-081-033-000 ("Parcel 033") for Project staging or storage without the prior written approval of Company, which approval may be withheld in Company's sole discretion.

- 2. <u>Disposal of Excavated Soil</u>. Company hereby consents to the disposal of soil excavated from the Project site on Parcel 033, subject to the conditions precedent that District shall: (a) obtain Company's written approval of a soil disposal plan ("**Disposal Plan**"); and (b) implement the Disposal Plan to the reasonable satisfaction of Company. At a minimum, the Disposal Plan must identify: (i) pre-Project and post-Project erosion control measures; (ii) specific disposal location(s); (iii) dimensions of soil deposits; (iv) planting requirements for each disposal location; and (v) plant establishment period(s).
- 3. Indemnification. As a material part of the consideration to Company for the consent provided in paragraphs 1 and 2 of this First Amendment, and notwithstanding any provision in the Agreement to the contrary, District agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Company, including its directors, officers, employees and agents, from and against all claims, damages, losses and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of, resulting from, or related in any way to the Project (collectively, "Claims") (including any Claims related to compliance with the California Environmental Quality Act, use of access roads or Company property, or the disposal of soil excavated from the Project site), excepting therefrom any Claims caused by the sole negligence or willful misconduct of Company.
- 4. <u>Insurance</u>. Section 12 of the Agreement, *Company as Additional Insured*, is amended by adding the following:
- 12. Effective July 1, 2018, in lieu of the foregoing, at all times during the term of the Agreement, Company and District shall respectively: (i) keep in force at a minimum the insurance coverages in the amounts set forth on Exhibit INS-1; and (ii) include the other as additional insured as set forth on Exhibit INS-1. Further, District shall: (a) require its contractors performing any work on the Licensed Property to obtain and keep in force at a minimum the insurance coverages in the amounts set forth on Exhibit INS-2, or as otherwise accepted in writing by Company; and (b) require its contractors to include Company as additional insured as set forth on Exhibit INS-2.
- 5. <u>Compliance with Law.</u> District shall comply, and shall require its contractors and agents to comply, with all laws applicable to construction and operation of the Project.

- 6. <u>Definitions</u>. All capitalized terms not defined herein shall have the meanings set forth in the Agreement.
- 7. <u>Exhibits</u>. All Exhibits referenced in this First Amendment are attached hereto and incorporated herein.
- 8. <u>Continuity</u>. Except as expressly and explicitly set forth in this First Amendment, all terms and conditions of the Agreement shall remain and continue in full force and effect.
- 9. <u>Effective Date</u>. This First Amendment shall be effective on the date it has been executed by both Parties.
- 10. <u>Counterparts</u>. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument and the signature of a Party may be sent by facsimile or other electronic transmission and shall be deemed to constitute an original and fully effective signature of such Party.

IN WITNESS WHEREOF, this First Amendment has been executed by the duly authorized representatives of the Parties.

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT	CALIFORNIA-AMERICAN WATER COMPANY
By:	Ву:
Its:	Its:
Date:	Date:

### **EXHIBIT INS-1**



### **EXHIBIT INS-2**



### **ADMINISTRATIVE COMMITTEE**

5. CONSIDER EXPENDITURE TO CONTRACT WITH NORMANDEAU ASSOCIATES, INC. FOR CARMEL RIVER IFIM FOR IFIM MODEL SUPPORT

Meeting Date: July 10, 2018 Budgeted: Yes

From: David J. Stoldt, Program/ Protect Environmental

Quality

General Manager Line Item No.: 1-8-1 A

Prepared By: Larry Hampson Cost Estimate: \$20,000

**General Counsel Review: N/A** 

Committee Recommendation: The Administrative Committee reviewed this item on July

10, 2018 and recommended \_\_\_\_\_\_.

CEQA Compliance: This action does not constitute a project as defined by the California

**Environmental Quality Act Guidelines 15378.** 

**SUMMARY:** The District completed the Carmel River Instream Flow Incremental Method (IFIM) Study and associated 1-dimensional and 2-dimensionsal hydraulic models in November 2017. Subsequently, the National Marine Fisheries Service (NMFS) conducted additional review of the study and had several comments and concerns about its use in evaluating alternatives for management of Los Padres Dam. This item is to request \$20,000 to address NMFS comments, revise the IFIM study, and to allow expenditures to revise the IFIM model in response to information provided from ongoing analysis of Los Padres Dam alternatives.

If this item is adopted with the Consent Calendar, the General Manager will be authorized to expend up to \$20,000 for support from Normandeau Associates, Inc., for continued development of the Carmel River Instream Flow Incremental Method Study.

**RECOMMENDATION:** Staff recommends approval.

**DISCUSSION:** The Board has authorized \$251,000 over the previous five fiscal years to develop the Carmel River IFIM Study, which was completed in November 2017 after input on all aspects of the study and review of draft products by California American Water, California Department of Fish and Wildlife, and the National Marine Fisheries Service. In November 2017, NMFS chose to carry out another review by staff who had not been involved in the project previously. Their review resulted in several comments on the study that will need to be addressed. The IFIM model may also need to be modified for use with some of the alternatives that are being considered for Los Padres Dam. In particular, dam removal may result in channel changes downstream of the dam that are outside of the range of conditions that the present IFIM model can evaluate.

**IMPACTS ON STAFF AND RESOURCES:** District staff will be involved with project management and ongoing discussion about use of and results from the IFIM model.

### **EXHIBIT**

### None

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### **ADMINISTRATIVE COMMITTEE**

## 6. CONSIDER EXPENDITURE FOR THE SANTA MARGARITA BACKFLUSH BASIN EXPANSION PROJECT CONSTRUCTION AND SUPPORT SERVICES

Meeting Date: July 10, 2018 Budgeted: Yes

From: David J. Stoldt Program/ Water Supply Projects

General Manager Line Item: 35-04-786004

Prepared By: Maureen Hamilton Cost Estimate: \$688,515

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on July 10, 2018 and recommended .

CEQA Compliance: A Resolution to adopt an addendum to the ASR EIR/EA for this project will be presented to the Board on July 16, 2018 in advance of the request for the Board to approve this project.

**SUMMARY:** Staff proposes to complete the Santa Margarita Backflush Basin Expansion Project (Project) at MPWMD's Santa Margarita site located at 1900 General Jim Moore Boulevard (GJMB) south of Coe Avenue/Eucalyptus Road. The Project work includes:

- tripling the size of the existing backflush basin to accommodate backflush water from up to six Aquifer Storage and Recovery (ASR) wells,
- replacing above-ground pipes with underground pipes to allow excavation,
- construction of a second entrance to facilitate construction during operation,
- and construction of a fence fronting GJMB.

MPWMD advertised for bids to construct the Project on May 30, 2018. Bids were opened on July 2, 2018. The apparent responsible bidder with the lowest responsive bid is Granite Rock Company.

During construction the owner or an owner representative is required to monitor contract compliance and provide quality assurance. Due to limited staff managing multiple projects, staff proposes to enter into a contract for engineering and construction management services for the Project.

The Project site is located on the Fort Ord Reuse Authority (FORA) owned Environmental Services Cooperative Agreement (ESCA) Seaside Munitions Response Area (MRA) property. Right of Entry to construct and operate on the MRA requires unexploded munitions support services during earth disturbing work.

The land to be excavated for the Project contains habitat capable of supporting migratory birds and other special status wildlife. Staff proposes to enter into a contract for biological services to

conduct surveys and relocations in order to reduce the potential for harm to wildlife during the Project.

**RECOMMENDATION:** That the Administrative Committee should recommend that the Board of Directors:

- 1. Authorize the General Manager to enter into a contract with Granite Rock Company for a contract amount of \$479,881, with a 10% contingency to be authorized by MPWMD staff, for a total amount not-to-exceed (NTE) \$527,869.
- 2. Authorize the General Manger to amend the Pueblo Water Resources Agreement for Professional Services to provide engineering and construction management services for Project construction by the amount \$87,304, with a 10% contingency to be authorized by MPWMD staff, for a total amount NTE \$96,034.
- 3. Authorize the General Manager to amend the FORA Agreement for Professional Services to provide unexploded munitions support services for Project construction by the amount \$50,195, with a 10% contingency to be authorized by MPWMD staff, for a total amount NTE \$55,215.
- 4. Authorize the General Manager to amend the Denise Duffy & Associates Agreement for Professional Services to provide biological support services for Project construction by the amount \$8,543, with a 10% contingency to be authorized by MPWMD staff, for a total amount NTE \$9,397.

**DISCUSSION:** ASR wells must be backflushed weekly to maintain injection capacity during injection season from December 1 through May 31. Backflush water from California American Water Company's (Cal-Am) Seaside Middle School site is conveyed to MPWMD's Santa Margarita backflush basin because a basin is not permitted on school grounds. Backflush water from two future Cal-Am ASR wells will be conveyed to the Santa Margarita backflush basin because the new ASR site does not have space for a backflush basin. The Santa Margarita backflush basin is not sized to accommodate backflush water from six wells and must be expanded. The expansion will occur within existing approved Santa Margarita site land limits.

Major components of the Project must be constructed from June 1 through November 30 so that construction does not interfere with frequent backflushing operation required during injection season. Due to the limited construction period and land constraint, the backflush basin expansion is scheduled to be constructed this summer.

#### Construction Contract

The Project bid documents included two different fencing options in the base bid to encourage competitive pricing. The City of Seaside, future land owner, will select the fencing option. The contract amount will be reduced if the lower price fencing option is selected.

The bid results are as follows:

Bidder	Bid Amount
Granite Rock Company	\$591,721
Monterey Peninsula Engineering	\$628,000

The contract amount with Granite Rock will be one of the options presented as follows:

Bid Form Options	Bid Amount	Including 10% Contingency
Project works with CMU fence	\$479,881	\$527,869
Project works with Iron fence	\$468,361	\$515,197

The contract would be awarded after Board adoption of the ASR EIR/EA Addendum for this work. Notice to Proceed would be issued after required permits are received. Construction contract bid details can be found in **Exhibit 6-A**.

### Engineering and Construction Management Services

During Project construction, staff or a staff representative is required on-site to conduct engineering and construction management tasks including:

- Coordinate and subcontract special inspection and testing for geotechnical, concrete, rebar, anchors, and survey (\$15,209).
- Traditional construction management and engineering tasks supporting submittals, RFIs, change orders, and progress payment verification (\$39,990).
- Project coordination and closeout tasks including PWR-internal project management, coordination of water line inspection and testing with Cal Am, Notice of Completion, and final Record Drawings (\$21,540)
- Additionally, this amendment will fund stakeholder outreach work to support disinfection facilities design (\$10,565).

Pueblo Water Resources (PWR) has been working with MPWMD since 1998 developing, testing, constructing, and providing Operations and Maintenance services for the Santa Margarita and Seaside Middle School ASR facilities. PWR designed this Project, is designing future works within the Santa Margarita site limits, and is the designer for Cal-Am's future Fitch Park ASR Facility. PWR is uniquely qualified to provide engineering and construction management services for the Project in a manner consistent with Operations and future construction projects.

The agreement payment terms are time and materials. The agreement amendment will be executed only if the Project construction contract is awarded by the Board. Engineering and Construction Management Services proposal details can be found in **Exhibit 6-B**.

### FORA Munitions Support Services during Construction

The Project site is located on FORA-owned ESCA property. The categorization of Right of Entry (ROE) is called a Type 3\_C, which is the most costly ROE since it requires ongoing support and review through the duration of the construction.

MPWMD is required by FORA to fund all consultant and FORA staff costs for the ESCA technical and unexploded munitions support for the pre-construction and construction activities related to the Project. On April 9, 2014, the Board approved a Reimbursement Agreement with FORA for pre-construction support costs for the proposed Project in the amount of \$24,000. FORA has provided a time and materials estimate of \$50,195 to provide Project construction support services, as described in **Exhibit 6-C**.

The agreement amendment will be executed only if the Project construction contract is awarded by the Board. Reimbursement Agreement amendment details can be found in **Exhibit 6-C**.

Biological Support Services during Construction

To avoid the loss of active migratory bird nests, Staff proposes a nesting bird survey be conducted in advance of clearing for the Project. This practice was followed on the Monterey Pipeline and Pure Water Monterey projects as a mitigation measure to ensure nesting birds are not impacted.

Staff also proposes conducting surveys prior-to and during clearing as a best practice to reduce the potential for harm to the black legless lizard (Lizard) and Monterey dusky-footed woodrat (Rat). If Rat nests are found, the nests will be relocated after young Rats are old enough to survive independently. If Lizards are found, they will be relocated by an experienced biologist.

Survey and nest relocation requires earth disturbance. Because the Project is located on the MRA, biologists must have unexploded munitions training and must take extra care during survey and relocation. Denise Duffy and Associates (DD&A) is uniquely qualified having provided biological services on the Pure Water Monterey Injection Wells Facilities project being constructed on the same land parcel.

The agreement amendment will be executed only if the Project construction contract is awarded by the Board. Biological Support Services proposal details can be found in **Exhibit 6-D**.

### **EXHIBITS**

- **6-A** to be provided at the Administrative Committee meeting.
- **6-B** to be provided at the Administrative Committee meeting.
- 6-C Draft FORA Agreement No. RA-031814 Amended
- **6-D** ASR Expansion Project Biological Support Services Proposal.

### Agreement No. RA-031814 Amended

### **Agreement for Professional Services**

This Agreement for Professional Services (hereinafter referred to as "Agreement") is by and between **Monterey Peninsula Water Management District** (hereinafter referred to as "MPWMD") and the **Fort Ord Reuse Authority**, a political subdivision of the State of California (hereinafter referred to as "FORA").

The parties agree as follows:

- 1. <u>SERVICES</u>. Subject to the terms and conditions set forth in this Agreement, FORA shall provide MPWMD\_with services associated with property acquisition as described in **ATTACHMENT "A"**. Such services will be at the direction of FORA and/or their designees.
- 2. <u>TERM</u>. FORA shall commence work under this Agreement effective on June 28, 2018 and will diligently perform the work under this Agreement until December 31, 2020 or until the maximum amount of the compensation as noted below is reached. The term of the Agreement may be extended upon mutual concurrence and amendment to this Agreement.
- 3. <u>COMPENSATION AND OUT OF POCKET EXPENSES</u>. The overall maximum amount of compensation to FORA over the full term of this Agreement is not-to-exceed **\$50,195** (Fifty Thousand One Hundred and Ninety-Five Dollars) including out of pocket expenses without written consent of both parties. MPWMD shall pay FORA for services rendered pursuant to this Agreement at the times and in the manner set forth in **ATTACHMENT "A."**

MPWMD will reimburse FORA for all costs associated with the preparation review and approval of all required MPWMD closure documents. FORA will coordinate the required services and billing at their cost or for contractors and regulatory oversight FORA's contract rate plus 15% overhead to handle FORA accounting costs as set forth in **ATTACHMENT "A."** 

- 4. <u>FACILITIES AND EQUIPMENT</u>. MPWMD facilities and service requirements are limited to the areas shown on the attached site map known as **ATTACHMENT "C."**
- 5. <u>GENERAL PROVISIONS</u>. The general provisions set forth in **ATTACHMENT "B"** are incorporated into this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with the General Provisions.

- 6. <u>ATTACHMENTS</u>. All Attachments referred to herein are attached hereto and are by this reference incorporated herein.
  - ATTACHMENT A Scope of Services
  - ATTACHMENT B General Provisions
  - ATTACHMENT C Site Map

IN WITNESS WHEREOF, FORA and MPWMD execute this Agreement as follows:

By:		By:		
-	Michael A. Houlemard, Jr.		David J. Stoldt	
	Executive Officer		General Manager	
Date:		_ Date:		

Page 3 of 7 MPWMD / FORA agreement - DRAFT Agreement No. RA-031814 Amended

#### ATTACHMENT A

### **SCOPE OF SERVICES**

The Scope of Services enables the **Fort Ord Reuse Authority** (FORA) to provide the **Monterey Peninsula Water Management District** (MPWMD) with the services of the FORA Real Property and Facilities Manager, the FORA Senior Project Manager, FORA Special Counsel and their engineering/munitions remediation contractors, ARCADIS and Weston Solutions and other contractors, as required and at FORA's discretion, to assist MPWMD to:

- Provide guidance regarding the process for acquisition and transfer of lands adjacent to the Santa Margarita Aquifer Storage and Recovery (ASR) site that are for the planned expansion of the ASR site, for which the MPWMD has an easement from the Army.
- Review, prepare and process appropriate closure documents required by the US Environmental Protection Agency (EPA), California Department of Toxic Substance Control (DTSC), Army, City of Seaside, and any other agencies, to enable implementation of the planned extension of the Santa Margarita ASR site.
- Review, prepare, and process the Right of Entry as may be required for implementation of the planned site extension work.
- Provide UXO Construction Support Services to support MPWMD contractors during construction activities that require ground disturbing activities including but not limited to; underground excavations, grading soils, borings, cuts and fill as part of the site extension work.
- Provide MPWMD with Unexploded Ordnance (UXO) Construction Support during construction activities including but not limited to:
  - A. Final Construction Support Plan completion,
  - B. On-call construction support for one 24- and/or one 48-hour emergency response activities in the event a suspect munition is encountered (Anomaly avoidance and on-call/on-location construction support was not requested)
  - C. UXO Construction Support related project coordination/management/set-up,
  - D. UXO Munitions Recognition and Safety Training,
  - E. Meetings/conference calls (as requested by FORA and or MPWMD),
  - F. Construction Support Plan memoranda (if required), and
  - G. After-action reporting...

FORA billings for its staff, contractors and the estimated services of the US EPA and California DTSC shall be submitted quarterly at the first of the quarter for any work performed in the previous quarter and shall be paid in full by MPWMD within forty-five (45) days of receipt of the billing statement.

FORA will provide the following services of:

Page 4 of 7 MPWMD / FORA agreement - DRAFT Agreement No. RA-031814 Amended

- A. FORA ESCA Senior Program Manager at the rate of \$134.32 per hour.
- B. FORA ESCA Program Coordinator at the rate of \$83.94 per hour.
- C. FORA Accountant at the rate of \$46.67 per hour.
- D. FORA Executive Officer at the rate of \$238.49 per hour
- E. FORA Controller at the rate of \$126.30 per hour.
- F. FORA Special Counsel at the rate of \$355.00 per hour.

FORA shall arrange for and provide the service of the following at FORA's cost plus 15% to cover FORA Accounting and Administrative costs:

- A. ARCADIS
- B. Weston Solutions
- C. U.S. EPA
- D. California DTSC
- E. Other contracting or agency services if needed

The services above are to be provided to support MPWMD's needs for:

- Site visits as required;
- · Participating in UXO escorts meetings as required;
- Reviewing MPWMD documents and plans as required;
- Reviewing MPWMD and its contractor's requests(s) to enter the FORA Environmental Services Cooperative Agreement (ESCA) property and developing/approving any Right of Entry, as may be required; and
- Participating in U.S. EPA, California DTSC, Army, City of Seaside and other agency meetings as required.

Page 5 of 7 MPWMD / FORA agreement - **DRAFT** Agreement No. RA-031814 Amended

ATTACHMENT B

#### **GENERAL PROVISIONS**

- 1. <u>INDEPENDENT Contractor</u>. At all times during the term of this Agreement, FORA shall be an independent Contractor and shall not be an employee of MPWMD. MPWMD's rights are limited to those specified in this Agreement.
- 2. <u>TIME</u>. FORA shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of FORA'S obligations pursuant to this Agreement. FORA shall adhere to the Schedule of Activities shown in **ATTACHMENT "A"**.
- 3. <u>FORA NO AGENT</u>. Except as MPWMD may specify in writing, FORA shall have no authority, express or implied to act on behalf of MPWMD in any capacity whatsoever as an agent. FORA shall have no authority, express or implied, pursuant to this Agreement, to bind MPWMD to any obligation whatsoever.
- 4. <u>PERSONNEL</u>. FORA shall assign only competent personnel to perform services pursuant to this Agreement. In the event that MPWMD, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by FORA, FORA shall remove any such person immediately upon receiving notice from MPWMD of the desire of MPWMD for the removal of such person or person.
- 5. <u>STANDARD OF PERFORMANCE</u>. FORA shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which FORA is engaged in the geographical area in which FORA practices his profession. All products and services of whatsoever nature, which FORA delivers to MPWMD pursuant to this Agreement, shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in FORA'S profession.
- 6. <u>CANCELLATION OF AGREEMENT</u>. Either party may cancel this Agreement at any time for its convenience, upon written notification. FORA shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work. FORA shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work and all prior completed work products shall become the property of MPWMD.
- 7. <u>PRODUCTS OF CONTRACTING.</u> All completed work products of FORA, once accepted, shall be the property of MPWMD. MPWMD shall have the right to use the data and products for research and academic purposes.
- 8. <u>INDEMNIFY AND HOLD HARMLESS</u>. FORA and MPWMD are to indemnify, defend, and hold harmless each other, their officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by each other or any person directly or indirectly employed by or acting as agent for each other in the performance of this Agreement, including

Page 6 of 7 MPWMD / FORA agreement - DRAFT Agreement No. RA-031814 Amended

the concurrent or successive passive negligence of each other, their officers, agents, employees or volunteers.

It is understood that the duty of FORA and MPWMD to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve FORA and MPWMD from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

9. <u>PROHIBITED INTERESTS</u>. No employee of FORA shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of MPWMD if this provision is violated.



# ATTACHMENT C

# MPWMD Santa Margarita Well Site Map





# Denise Duffy & Associates, Inc.

# PLANNING AND ENVIRONMENTAL CONSULTING

June 28, 2018

Maureen Hamilton

Subject: ASR Expansion Biological Monitoring

Dear Maureen:

Denise Duffy & Associates, Inc. (DD&A) is pleased to submit a Scope of Work (SOW) and Cost Estimate to perform biological support services for Monterey Peninsula Water Management District (MPWMD) ASR Expansion Project (project). DD&A will provide pre-construction surveys, and biological monitoring, to ensure project remains in compliance with the California Environmental Quality Act (CEQA) environmental documentation. If the attached SOW and Cost Estimate are acceptable, please sign the attached Task Order form and DD&A will schedule the work accordingly.

Sincerely,

Matt Johnson, Project Manager

DENISE DUFFY & ASSOCIATES, INC.

#### SCOPE OF WORK

#### Task 1. Pre-Construction Kick-Off Meeting

DD&A will attend a pre-construction kick-off meeting with MPWMD and the project contractor prior to the start of construction. This task includes coordination for this meeting and preparation of any materials necessary to facilitate the meeting.

#### Task 2. Pre-Construction Surveys and Reporting

DD&A will conduct pre-construction surveys for potential rare, listed, or other sensitive species prior to commencement of project construction. Surveys will be conducted within the work area and all access routes, including appropriate buffer distances as described below, to avoid and minimize incidental take, confirm previous observations, identify any areas occupied by listed or sensitive species, and clearly mark all resources to be avoided by project activities.

#### Monterey Dusky-Footed Woodrat

DD&A will conduct a pre-construction survey of the project area and a 25-foot buffer at least 5 days prior to any surface disturbing actions for Monterey dusky-footed woodrat nests (MDFW). All nests will be identified, and their locations mapped and flagged to be avoided during construction activities.

#### Nesting Bird Species

For project activities, including vegetation pruning, that begin between February 15 and September 1, a qualified DD&A biologist will conduct pre-construction surveys for nesting birds and to identify active nests on and within 500 feet of the project area with direct line of sight to the proposed work areas. The surveys will be conducted no more than 14 days prior to the beginning of any construction activities between February 15 and September 1. A second survey will be conducted no more than 48 hours prior to the beginning of any construction activities between February 15 and September 1.

DD&A will provide to MPWMD the results of the pre-construction surveys for all species.

Assumptions: DD&A assumes that all pre-construction wildlife surveys will return with a negative finding. If special status wildlife species are identified during the pre-construction survey effort, coordination with USFWS/CDFW and relocation of individuals may require a budget amendment. If, for any reason, construction does not begin within the permit designated survey windows, additional surveys may be required.

#### Task 3. Construction Phase Biological Monitoring

DD&A will provide construction phase biological monitoring for the project during vegetation removal to relocate special-status species if there are observed within the project site.

**Assumptions:** This SOW assumes that the duration of vegetation removal will be two, if the vegetation removal duration exceeds this schedule a budget amendment may be required.

#### BUDGET

The costs per task to complete the ASR Expansion Project Biological Support Services are detailed in the attached spreadsheet. The total budget of \$8,543.00 is a not-to-exceed total and is to be billed by task.

**EXHIBIT 6-D** 77

	ASR Expansion Biological Monitoring Estimated Budget								
	Staff	Senior Environmental Scientist	Asst Scientist	Graphics/GIS	Administrative	DD&A Costs by Task			
	Hourly Rate	\$128.00	\$94.00	\$100.00	\$61.00				
Task 1	Pre-Construction Kick-off Meeting	8	4		2	\$1,522			
Task 2	Preconstruction Wildlife Survey and Report	10	30	6	2	\$4,822			
Task 3	Biological Monitoring During Vegetation Removal	6	24		2	\$3,146			
Total Hours	by Staff	16	54	6	4				
Subtotal for	Subtotal for DD&A Labor \$2,048 \$5,076 \$600 \$244								
	Estimated Expenses: Mileage, copying, supplies, GIS and phone Administrative Fee					\$500 \$75			
TOTAL E	TOTAL ESTIMATED COST \$8,543								

# 7. CONSIDER CONTRACT WITH PUEBLO WATER RESOURCES TO PROVIDE AQUIFER STORAGE AND RECOVERY OPERATIONAL SUPPORT

Meeting Date: July 10, 2018 Budgeted: Yes

From: David J. Stoldt Program/ Water Supply Projects

General Manager Line Item No.: 1-2-1

Prepared By: Jonathan Lear Cost Estimate: \$70,000

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on July

10, 2018 and recommended \_\_\_\_\_\_.

CEQA Compliance: This action does not constitute a project as defined by the California

**Environmental Quality Act Guidelines section 15378.** 

**SUMMARY:** The District's Carmel River Aquifer Storage and Recovery (ASR) project is operated under a cooperative agreement between the District and California American Water (Cal-Am.) Under this agreement, the District operates the wells during the injection season and collects the data required to meet permit requirements for the State Water Resources Control Board Division of Water Rights (DWR) and the Regional Water Quality Control Board. The District also provides data to the Seaside Groundwater Basin Watermaster (Watermaster) related to the Storage and Recovery agreement between Cal-Am and the Watermaster. Pueblo Water Resources (PWR) is used to support District staff with the field work, data collection, and report preparation to operate the wells while injecting and comply with permit requirements.

**DISCUSSION:** Due to the seasonal nature of work associated with ASR operations, the District has opted to not hire full time operators, but to hire PWR as support staff on an as-needed basis. PWR will assist in field work, support data networks, and assist in the preparation of compliance reports. PWR has 15 years of experience in supporting this project and is familiar with the ASR procedures and regulations. Staff proposes to retain PWR to support the District with operations on an as-needed basis for the WY 2019 ASR season.

**RECOMMENDATION:** The Committee should recommend that the Board authorize the General Manager to enter into an agreement on an as-needed basis, not to exceed \$70,000 with PWR to support the District with WY 2019 ASR operations.

**BACKGROUND:** The District completes annual water quality monitoring at the ASR facilities as outlined in the ASR Sample and Analysis Plan, which is a requirement for project operations by the Regional Water Quality Control Board. The District also monitors and reports streamflow and diversion volumes to the DWR, NOAA Fisheries, and State Department of Fish and Wildlife for permit compliance. In addition, the District reports volumes of water injected and recovered to the Watermaster as required by the Storage and Recovery agreement between Cal-Am and the

Watermaster. The District has used PWR for 15 years to support the development and operation of the Carmel River ASR project.

**IMPACT TO STAFF/RESOURCES:** Funds for this project are included in the FY 2018-19 budget under "Water Supply Projects," line item 1-2-1. Funds expended to complete this work will be shared between the District and Cal-Am through the ASR Management and Operations agreement between the District and Cal-Am. Staff time will be utilized to aid consultant in sample collection.

#### **EXHIBIT**

**7-A** Sample and Analysis Plan outlining annual ASR project monitoring as required by the Regional Water Quality Control Board

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# MONTEREY PENINSULA AQUIFER STORAGE AND RECOVERY PROJECT SAMPLING AND ANALYSIS PLAN

# Prepared for:



December 2012

December 2012 Project No. 06-0025 Monterey Peninsula ASR Project – Sampling and Analysis Plan



# MONTEREY PENINSULA AQUIFER STORAGE AND RECOVERY PROJECT

#### **GROUNDWATER SAMPLING AND ANALYSIS PLAN**

#### INTRODUCTION

This Groundwater Sampling and Analysis Plan (SAP) has been developed for the Monterey Peninsula Aquifer Storage and Recovery (ASR) Project. The project is cooperatively implemented by the Monterey Peninsula Water Management District (MPWMD or District) and California American Water (CAW), and generally involves the diversion of excess winter/spring flows from the Carmel River system for recharge, storage and subsequent recovery in the Seaside Groundwater Basin (SGB). Treated (potable) drinking water from the CAW distribution system is injected into the Santa Margarita Sandstone aquifer in the SGB via three existing ASR wells located at two ASR facilities in the SGB. The injected water is stored within the aquifer and subsequently recovered into the CAW distribution system during dry periods. The overall objective of the project is to facilitate the conjunctive use of water supplies in the Carmel River system and SGB that will benefit the resources of both systems.

ASR operations generally consist of three components or phases: (1) injection of drinking-quality water into the aquifer through the ASR wells; (2) storage of the injected water within the aquifer; and, (3) recovery of the stored water by pumping at one or more of the ASR wells. Periodic samples of the injected, stored, and recovered waters are to be collected from the ASR wells and associated monitoring wells and analyzed for a variety of water-quality constituents pursuant to requirements of the Central Coast Regional Water Quality Control Board (RWQCB) for the project. The purpose of this SAP is to identify the locations, sample collection frequency, and parameters to be monitored as part of the project's ongoing water-quality data collection program. The project location and associated wells in the SGB are shown on **Figure 1** – Project Location Map.

#### **GROUNDWATER MONITORING**

#### **Groundwater Monitoring Wells**

ASR Project On-Site Wells. There are two ASR facilities located in the SGB; the Santa Margarita and Seaside Middle School ASR Facilities. Groundwater monitoring wells for collection of on-site water-quality samples include three ASR wells and two associated monitoring wells that have been constructed at the two ASR facilities. Two of the ASR wells are located at the Santa Margarita (SM) ASR Facility and are designated as SM ASR-1 and SM ASR-2. This facility is also referred to as the Phase 1 ASR Project. The third existing ASR well is located at the Seaside Middle School (SMS) ASR Facility and is designated as SMS ASR-3.

December 2012 Project No. 06-0025 Monterey Peninsula ASR Project – Sampling and Analysis Plan



This facility is also referred to as the Phase 2 ASR Project<sup>1</sup>. All three existing ASR wells are completed solely within the Santa Margarita Sandstone (Tsm) aquifer.

In addition to the ASR wells, there are two on-site monitoring wells (one located at each ASR facility) that are also completed solely within the Tsm aquifer. SM MW-1 is located at the SM ASR Facility and is located in between SM ASR-1 and SM ASR-2, at distances of approximately 90 and 190 feet, respectively. SMS Deep MW is located at the SMS ASR Facility at a distance of approximately 20 feet from SMS ASR-3. An additional monitoring well is also located at the SMS ASR Facility that is completed within the overlying Paso Robles aquifer, designated as SMS Shallow MW. This well is instrumented with a submersible water-level transducer/data logger unit to observe the water-level response of this aquifer to ASR operations (it is not designed or equipped for collection of water-quality samples). The locations of the ASR wells and on-site monitoring wells are shown on **Figure 2** – Site Location Map. A summary of the on-site wells is presented in **Table 1** below:

Table 1. On-Site Wells Summary

Well ID	Dista	Aquifer Completed		
	SM ASR-1	SM ASR-2	SMS ASR-3	Completed
SM ASR-1		280	1,380	Tsm
SM ASR-2	280		1,235	Tsm
SM MW-1	90	190	1,325	Tsm
SMS ASR-3	1,380	1,235		Tsm
SMS Deep MW	1,380	1,240	20	Tsm
SMS Shallow MW	1,415	1,265	25	QTp

Table 1 Notes:

Tsm - Santa Margarita Sandstone aquifer

QTp - Paso Robles aquifer

Off-Site SGB Wells In addition to the on-site wells at the two ASR facility sites, submersible water-level transducer/data logger units have been installed at seven off-site District monitoring well sites in the SGB to observe the water-level response of the aquifer system to ASR operations. The locations of the off-site monitoring wells are shown on **Figure 1**. The distances from each of the project sites and aquifers monitored by the off-site wells are summarized in **Table 2** below:

<sup>&</sup>lt;sup>1</sup> The Phase 2 ASR Project will consist of two ASR wells and associated facilities at the SMS ASR Facility. SMS ASR-4 is currently planned to be installed during summer/fall of 2012 and will be added to the SAP when completed and equipped for operation.

December 2012 Project No. 06-0025





**Table 2. Off-site Monitoring Wells Summary** 

Well ID	Distance fro	Aquifer Monitored	
	SM	SMS	Worldored
Paralta Test	680	740	QTp & Tsm
Ord Grove Test	1,540	2,535	QTp & Tsm
Ord Terrace (Deep)	2,275	2,910	Tsm
FO-7 (Deep)	4,265	3,700	Tsm
FO-7 (Shallow)	4,200	3,700	QTp
PCA East (Deep)	6 200	6,200	Tsm
PCA East (Shallow)	6,390	0,200	QTp
FO-9 (Deep)	7,290	6,125	Tsm
FO-8 (Deep)	7,585	6,450	Tsm

Table 2 Notes:

Monitoring well distances are measured to centroid of each ASR site.

Tsm - Santa Margarita Sandstone aquifer

QTp - Paso Robles aquifer

In addition to water-level monitoring at the above off-site monitoring wells, CAW's Paralta well and PCA East Deep have been designated as off-site monitoring wells for periodic water-quality sampling as part of this SAP (refer to **Table 4**).

#### **Groundwater Monitoring Equipment**

The equipment required to perform the groundwater monitoring as prescribed in the SAP includes:

- Sampling Pumps
- Pressure Transducers/Data Loggers
- Electric Water Level Sounder
- Field Water Quality Monitoring Devices
- Flow-Thru Cell Device(s)
- Sample Containers
- Coolers and Ice

Each of the on-site wells is equipped with a dedicated pump. The ASR wells are equipped with water-lubricated, vertical line-shaft turbine pumps. SM MW-1, SMS Deep MW, and PCA East Deep are equipped with submersible sampling pumps. The flow rates for each monitored wells are measured using in-line flow meters. Sampling ports on the well-head piping at each well allow for the collection of grab samples during injection and pumping operations.

#### EXHIBIT 7-A

December 2012 Project No. 06-0025 Monterey Peninsula ASR Project – Sampling and Analysis Plan



Field water-quality monitoring is to be performed using various instruments that allow for the field analysis of a variety of constituents, including but not limited to: chlorine residual, conductivity, dissolved oxygen, pH, temperature, redox/ORP, and Silt Density Index (SDI). The field water-quality monitoring devices are to be routinely calibrated as prescribed in the operating procedures manual for each device.

All of the ASR and monitoring wells are instrumented with dedicated pressure/level transducers and dataloggers. Reference-point elevations have been established by surveying on each of the monitored wells. Static water-levels in each of the wells are to be measured with an electric sounder on a quarterly basis (minimum) and the transducers calibrated accordingly. The transducers are to be programmed with the reference static water-level and the datacollection interval, which will measure and record the water level in each of the wells a minimum of four times per day.

#### **Purging and Sampling**

During injection periods, samples of the injectate are to be collected directly at one of the ASR wellheads while active injection is occurring. During storage periods, each of the ASR wells that has been utilized for injection during the season will be periodically purged and sampled. During recovery periods, one or more of the ASR well pumps will be operating and purging is continuous and sustained. Groundwater samples are also to be collected routinely during all three ASR periods (i.e., injection, storage and recovery) from both the on-site monitoring wells (SM MW-1 and SMS Deep MW) and periodically from the far-field off-site monitoring wells (Paralta and PCA-E Deep).

The existing pumps will be used to purge a volume equivalent to a minimum of three (3) casing volumes from the well prior to sampling. Purge water from the ASR wells during backflushing and sampling is to be discharged to the backflush pit at the SM ASR Facility and percolated back into the SGB. Water produced by the ASR well(s) during recovery period operations is to be discharged to the CAW potable water supply system (in accordance with Department of Public Health approvals). Purge water from the monitoring wells will be directed to either the SM backflush pit or to the ground away from the wellheads and percolated back into the SGB.

During purging and prior to sampling, field water-quality parameters of temperature, pH and specific conductance are to be monitored. Stabilization of these water-quality parameters will indicate when collection of a representative sample is obtainable.

#### Chain-of-Custody, Sample Handling, and Transport

All samples collected will be labeled in a clear and precise way for proper identification in the field and for tracking in the laboratory. All sample shipments for analyses will be accompanied by a chain-of-custody record. Forms will be completed and sent with the samples for each shipment. The chain-of-custody form will identify the contents of each shipment and

#### EXHIBIT 7-A

December 2012 Project No. 06-0025 Monterey Peninsula ASR Project – Sampling and Analysis Plan



maintain the custodial integrity of the samples. Samples will be placed in a cooler for delivery to

#### **Documentation Procedures**

the laboratory.

Field data will be recorded by field personnel on the attached Field Sampling Log Form and routinely submitted to the Project Manager for review and QA/QC. Field data will include the completed field sampling-log form and chain-of-custody records. At a minimum, documentation of each monitoring and sampling event will include the following information:

- Sample location and description
- Sampler's name(s)
- Date and time of sample collection
- Type of sampling equipment used
- Field instrument calibration procedures and results
- Field instrument readings
- Field observations and details related to analysis or integrity of samples (e.g., weather conditions, noticeable odors, colors, etc.)
- Sample preservation
- Shipping arrangements
- Name(s) of recipient laboratory
- Any deviations from SAP procedures

Project information will be filed by Water Year. The project file will contain project field data, correspondence, survey reports, laboratory reports, charts, tables, permits, and other project-related information. This information will be utilized in the preparation of the annual Summary of Operations Reports for the project.

#### LABORATORY PROGRAM

A complete list of constituents and constituent "groups" to be monitored as part of the ASR Project for injected, stored, and recovered waters is presented in Table 3 below. Table 4 summarizes the planned sample constituent group frequencies for each source for the injection. storage, and recovery periods.

December 2012 Project No. 06-0025 Monterey Peninsula ASR Project – Sampling and Analysis Plan

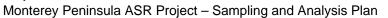


**Table 3. Analytic Testing Program Constituent Summary** 

Constituent	PQL	General Parameters	Disinfection Byproducts	Supple- mental	Field <sup>1</sup>
Group ID		G-1	DBP	S-1	F-1
Major Cations					
Calcium (Ca)	1 mg/L	✓			
Magnesium (Mg)	1 mg/L	✓			
Sodium (Na)	1 mg/L	✓			
Potassium (K)	0.5 mg/L	✓			
Major Anions					
Total Alkalinity (as CaCO <sub>3</sub> )	10 mg/L	✓			
Sulfate (SO <sub>4</sub> )	1 mg/L	✓			
Chloride	1 mg/L	✓	✓		
Nitrate as (NO3)	1 mg/L	✓			
Nitrite as (Nitrogen)	0.1 mg/L	✓			
General Physical					
рН	0.1 units	✓			✓
Temperature	0.5 °C				✓
Specific Conductance (EC)	10 uS	✓			✓
ORP (redox potential / Eh) <sup>2</sup>	10 mV				✓
Total Dissolved Solids (TDS)	10 mg/L	✓			
Metals					
Arsenic (As)	1 ug/L			✓	
Barium (Ba)	0.5 mg/L			✓	
Iron (Fe) (Total and Dissolved)	50 ug/L	✓			
Lithium (Li)	5 ug/L			✓	
Manganese (Mn) (Total and Dissolved)	10 ug/L	✓			
Molybdenum (Mo)	5 ug/L			✓	
Nickel (Ni)	10 ug/L			✓	
Selenium (Se)	5 ug/L			✓	
Strontium (Sr)	5 ug/L			✓	
Uranium (U)	1 pCi/L			✓	
Vanadium (V)	5 ug/L			✓	
Zinc (Zn)	0.5 ug/L			✓	
Miscellaneous		•			·
Ammonia (as N)	0.05 mg/L	✓			
Boron (B)	0.05 mg/L	✓			
Chlorine residual (free)	0.1 mg/L				✓

# **EXHIBIT 7-A**

December 2012 Project No. 06-0025





Constituent	PQL	General Parameters	Disinfection Byproducts	Supple- mental	Field <sup>1</sup>
Group ID		G-1	DBP	S-1	F-1
Chloramines	50 ug/L		<b>√</b>		
Dissolved Methane	0.5 ug/L			✓	
Dissolved Oxygen (DO) <sup>2</sup>	0.025 mg/L				✓
Gross Alpha	1 pCi/L			✓	
Hydrogen Sulfide (H <sub>2</sub> S)	0.05 mg/L				✓
Total Nitrogen (N)	0.2 mg/L	✓			
Total Phosphorous	0.05 mg/L	✓			
Orthophosphate as P	0.05 mg/L	✓			
Radium 226	1 pCi/L			✓	
Silt Density Index (SDI)	0.1 units				✓
Total Kjehldahl N (TKN)	0.2 mg/L	✓			
Organic Analyses					
Total trihalomethanes	1 ug/L		<b>√</b>		
Bromodichloromethane	1 ug/L		✓		
Bromoform	1 ug/L		<b>√</b>		
Chloroform	1 ug/L		<b>√</b>		
Dibromochloromethane	1 ug/L		<b>√</b>		
Haloacetic Acids (HAA)	1 ug/L		<b>√</b>		
Monobromoacetic Acid	1 ug/L		✓		
Monochloroacetic Acid	1 ug/L		✓		
Dibromoacetic Acid	1 ug/L		✓		
Dichloroacetic Acid	1 ug/L		<b>√</b>		
Trichloroacetic Acid	1 ug/L		<b>√</b>		
Total organic carbon (TOC)	0.1 mg/L	✓			
Dissolved organic carbon (DOC)	0.1 mg/L	✓			

Table 3 Notes:

<sup>1 –</sup> Field Parameters (Group F-1) must be taken concurrently with collection of all laboratory samples. 2 – ORP and DO must be analyzed utilizing a flow-thru cell device.

December 2012 Project No. 06-0025 Monterey Peninsula ASR Project – Sampling and Analysis Plan



# **Table 4. Analytic Testing Program Schedule**

	INJECTION PERIOD (active injection)							
Analyte Group	Injectate		SM MW-1	SMS Deep MW	PCA (de	East ep)		
F-1		Bi-Weekly		Bi-Weekly	Bi-Weekly	Semia	nnually	
DBP		Monthly		Quarterly	Quarterly	Semia	nnually	
G-1		Quarterly		Quarterly	Quarterly	Semia	nnually	
S-1		Quarterly		Quarterly	Quarterly	Semia	nnually	
	STORAGE PERIOD (one month duration or longer)							
Analyte Group	SM ASR-1	SM ASR-2	SMS ASR-3	SM MW-1	SMS Deep MW	PCA East (deep)		
F-1	Monthly	Monthly	Monthly	Quarterly	Quarterly	Semiannually		
DBP	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Semia	nnually	
G-1	Quarterly	Quarterly	Quarterly	Semiannually	Semiannually	Semia	nnually	
S-1	Quarterly	Quarterly	Quarterly	Semiannually	Semiannually	Semia	nually	
			F	RECOVERY PER	RIOD			
Analyte Group	SM ASR-1 <sup>1</sup>	SM ASR-2	SMS ASR-3	SM MW-1	SMS Deep MW	Paralta	PCA East (deep)	
F-1	Bi-Weekly	Monthly	Monthly	Quarterly	Quarterly	Semiannually <sup>2</sup>	Semiannually	
DBP	Quarterly	Quarterly	Quarterly	Semiannually	Semiannually	Semiannually <sup>2</sup>	Semiannually	
G-1	Quarterly	Quarterly	Quarterly	Semiannually	Semiannually	Semiannually <sup>2</sup>	Semiannually	
S-1	Quarterly	Quarterly	Quarterly	Semiannually	Semiannually	Semiannually <sup>2</sup>	Semiannually	

Table 4 Notes:

- 1-SM ASR-1 is currently the only ASR well authorized by DPH to recover into the CAW distribution system.
- 2 Near the beginning and end of the SGB production/recovery season (e.g., in June and November).





FIGURE 1. PROJECT LOCATION MAP Monterey Peninsula ASR Project Sampling and Analysis Plan

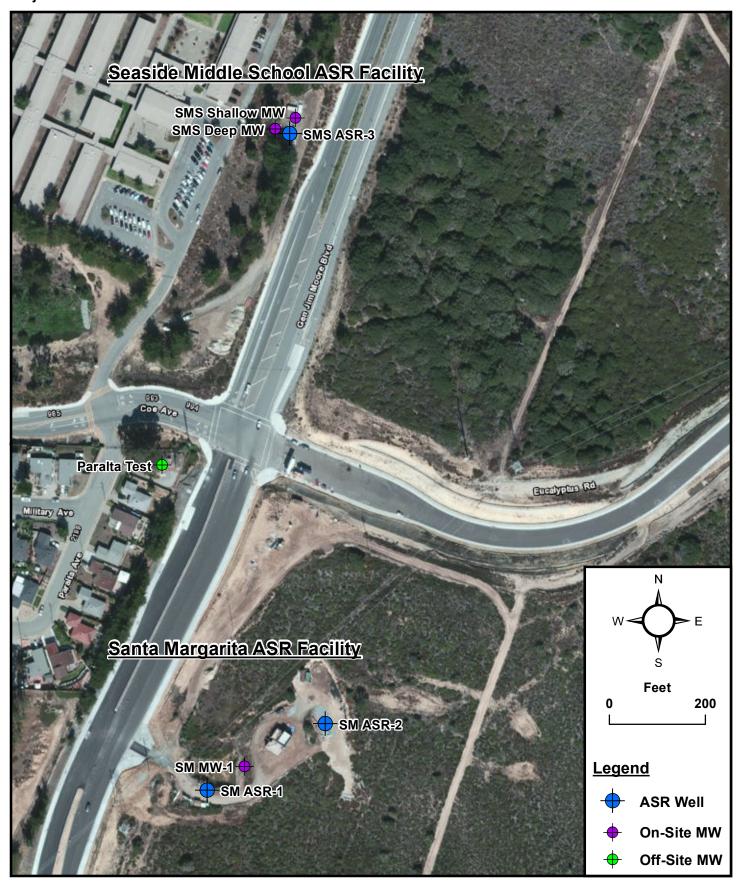




FIGURE 2. SITE LOCATION MAP Monterey Peninsula ASR Project Sampling and Analysis Plan





# Monterey Peninsula ASR Project Field Sampling Log Form Water Year:

		<u> </u>					
Well I	D:		_				
Observe	r:		_				
Date	e:						
Observation Period	d: Start:	Stop:		_			
Weathe	r:						
Purging & W	ater-Level Data			Notes:			
ASR Period (injecti	ion, storage, recovery)						
Well Status (injectir	ng, idle, pumping)						
Purge Rate (gpm)							
Totalizer Reading S	Start (gals)						
Totalizer Reading a	t Sampling (gals)						
Purge Volume (gals	3)						
Totalizer Reading E							
Static Water Level							
Datalogger Water L	evel (ft btoc)						
	_						
Field Water-0	Quality Paramete	<u>er Data</u>	_				
	Time:						
	Elapsed Time:						
Temperature (°C)							
Conductivity (umho	s/cm)						
pH							
ORP (mV) <sup>2</sup>							
Free Chlorine Resid							
Dissolved Oxygen (	(mg/L) <sup>2</sup>						
Silt Density Index		<u> </u>					
Gas Volume (mL)		<u> </u>					
H2S (mg/L)		<u> </u>					
Visual Observations	3	<u> </u>					
0 !:	al I ala a sa ta sa Da	4-					
Sampling and	d Laboratory Da	<u>ita</u>					
Collection Time	Laboratory	Laboratory A	Analyses Red	quested (anal	yte group or c	ther constit	uents)
<b>A 1 11/1</b>	<b>.</b>						
Additional in	formation and C	)bservati	ons				

#### Notes:

- 1 Pump must be off a minimum of 10 minutes prior to measuring.
- 2 ORP and Dissolved Oxygen must be analyzed utilizing a flow-thru cell device

8. CONSIDER AUTHORIZING MONTEREY BAY ANALYTICAL SERVICES TO PROVIDE LABORATORY SUPPORT FOR WATERMASTER WATER QUALITY MONITORING

Meeting Date: July 10, 2018 Budgeted: No

From: David J. Stoldt Program/ Water Supply Projects

General Manager Line Item: N/A

Prepared By: Jonathan Lear Cost Estimate: \$10,000

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on July

**10, 2018 and recommended \_\_\_\_\_.** 

CEQA Compliance: This action does not constitute a project as defined by the California

**Environmental Quality Act Guidelines section 15378.** 

**SUMMARY:** Staff proposes to use Monterey Bay Analytical Services (MBAS) to complete water quality analysis in support of the Seaside Groundwater Basin Watermaster (Watermaster). The District currently has a business relationship with MBAS and is billed on a net 30 following completion of laboratory analysis.

**RECOMMENDATION:** Staff recommends the Board authorize the General Manager to spend up to \$10,000 to complete laboratory analysis related to the Watermaster in WY 2019.

**BACKGROUND:** The District provides water quality monitoring and data management support to the Watermaster to meet the requirements outlined in the Seaside Groundwater Basin Monitoring and Management Plan. The Plan is a requirement outlined in the 2007 Adjudication Decision. The Monitoring and Management plan was adopted by the Monterey County Superior Court in 2008 and outlines a series of monitor and production wells to be sampled each water year. The District has a contract with the Watermaster to carry out this work on their behalf. District staff uses MBAS to complete the laboratory analysis for the sampling required by the Plan.

#### **EXHIBIT**

None

9. CONSIDER AUTHORIZING MONTEREY BAY ANALYTICAL SERVICES TO PROVIDE LABORATORY SUPPORT FOR AQUIFER STORAGE AND RECOVERY PROJECT OPERATIONS

Meeting Date: July 10, 2018 Budgeted: No

From: David J. Stoldt Program/ Water Supply Projects

General Manager Line Item: N/A

Prepared By: Jonathan Lear Cost Estimate: \$60,000

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on July

10, 2018 and recommended \_\_\_\_\_\_.

CEQA Compliance: This action does not constitute a project as defined by the California

**Environmental Quality Act Guidelines section 15378.** 

**SUMMARY:** Staff proposes to use Monterey Bay Analytical Services (MBAS) to complete water quality analysis in support of the Regional Water Quality Control Board's (RWQCB) Sample and Analysis (SAP) plan required to operate the Aquifer Storage and Recovery (ASR) project. The District currently has a business relationship with MBAS and is billed on a net 30 following completion of laboratory analysis.

**RECOMMENDATION:** The Committee should recommend that the Board of Directors authorize the General Manager to spend funds up to \$60,000 to complete laboratory analysis related to the SAP in WY 2019.

**BACKGROUND:** The District operates the ASR project and is required by the RWQCB to complete and submit an Annual Operations Report. A component of this report requires various water quality sampling from injected water to off-site wells to characterize and monitor the water quality of the Seaside Groundwater Basin. Staff utilizes MBAS to complete the water quality analysis outlined in the SAP. The District has been working with MBAS for over a decade to support this function. All funds spent for laboratory analysis related to the SAP are reimbursed by California American Water (Cal-Am) through the ASR Operations Agreement between the District and Cal-Am.

#### **EXHIBIT**

None

# 10. CONSIDER ADOPTION OF TREASURER'S REPORT FOR MAY 2018

<b>Meeting Date:</b>	July 10, 2018	<b>Budgeted:</b>	N/A
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	N/A
Prepared By:	Suresh Prasad	<b>Cost Estimate:</b>	N/A
July 10, 2018 an CEQA Complia	commendation: The A	 not constitute a project as	considered this item on defined by the California
Exhibit 10-C and 2018. Check N tax deposits, and \$473,906.35. The state of the stat	nd <b>Exhibit 10-D</b> are list os. 31972 through 3222dd bank charges resulted that amount included \$78	ings of check disbursemen 4, the direct deposits of em in total disbursements for	May 2018. Exhibit 10-B, ts for the period May 1-31, ployee's paychecks, payroll the period in the amount of pates. Exhibit 10-E reflects g May 31, 2018.
Report and final The Administrat	ncial statements, and rat	ification of the disburseme	the May 2018 Treasurer's nts made during the month. 018 meeting and voted to
<ul><li>10-C Listing o</li><li>10-D Listing o</li></ul>	r's Report f Cash Disbursements-Ro f Cash Disbursements-Pa f Other Bank Items l Statements		

**EXHIBIT 10-A** 99

# MONTEREY PENINSULA WATER MANAGEMENT DISTRICT TREASURER'S REPORT FOR MAY 2018

							PB
		MPWMD		Wells Fargo	MPWMD	Rabobank	Reclamation
<b>Description</b>	Checking	<b>Money Market</b>	<b>L.A.I.F.</b>	<b>Investments</b>	<b>Total</b>	<b>Line of Credit</b>	<b>Money Market</b>
Beginning Balance	\$111,242.02	\$3,943,999.09	\$5,024,084.33	\$3,039,640.60	\$ 12,118,966.04	\$0.00	\$346,333.30
Fee Deposits	\$0.00	769,004.35			769,004.35		320,082.74
Line of Credit Draw/Payoff					0.00		
Interest		136.45		3,341.71	3,478.16		13.40
Transfer to/from LAIF					0.00		
Transfer-Money Market to Checking	\$600,000.00	(600,000.00)			0.00		
Transfer-Money Market to W/Fargo					0.00		
Transfer-W/Fargo to Money Market					0.00		
W/Fargo-Investment Purchase					0.00		
Transfer Ckg to MPWMD M/Mrkt					0.00		
MoCo Tax & WS Chg Installment Pymt					0.00		
Transfer to CAWD					0.00		(500,000.00)
Voided Cks					0.00		
Bank Corrections/Reversals/Errors					0.00		
Bank Charges/Rtn'd Deposits/Other	(\$339.09)	(7,900.64)			(8,239.73)		0.00
Payroll Tax/Benefit Deposits	(37,016.55)				(37,016.55)		
Payroll Checks/Direct Deposits	(136,521.08)				(136,521.08)		
General Checks	(241,906.17)				(241,906.17)		
Bank Draft Payments	(58,123.46)				(58,123.46)		
<b>Ending Balance</b>	\$237,335.67	\$4,105,239.25	\$5,024,084.33	\$3,042,982.31	\$12,409,641.56	\$0.00	\$166,429.44

# **Check Report**



WOTER MANAGEMENT DISTRICT

PENINSULA Monterey Peninsula Water Management Dist

Date Range: 05/01/2018 - 05/31/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK	-Bank of America Checking					
13080	West Marine Products	05/01/2018	Regular	0.00	-499.12	31823
15816	NBS Government Finance Group	05/01/2018	Regular	0.00	-2,000.00	31957
14567	Applicant Information	05/04/2018	Regular	0.00	187.80	
00253	AT&T	05/04/2018	Regular	0.00	202.55	
00252	Cal-Am Water	05/04/2018	Regular	0.00		31974
00252	Cal-Am Water	05/04/2018	Regular	0.00	116.74	
01001	CDW Government	05/04/2018	Regular	0.00	2,468.01	
06001	Cypress Coast Ford	05/04/2018	Regular	0.00	145.49	
08104	DLT Solutions	05/04/2018	Regular	0.00	186.20	
00223	Martins Irrigation Supply	05/04/2018	Regular	0.00		31979
00118	Monterey Bay Carpet & Janitorial Svc	05/04/2018	Regular	0.00	1,000.00	
00154	Peninsula Messenger Service	05/04/2018	Regular	0.00	470.00	
00282	PG&E	05/04/2018	Regular	0.00	544.25	
00262	Pure H2O	05/04/2018	Regular	0.00		31983
04709	Sherron Forsgren	05/04/2018	Regular	0.00	715.47	
00990	Smith-Root, Inc.	05/04/2018	Regular	0.00	1,874.81	
00203	ThyssenKrup Elevator	05/04/2018	Regular	0.00	603.47	
00207	Universal Staffing Inc.	05/04/2018	Regular	0.00	2,553.60	
16234	Aquaveo, LLC	05/11/2018	Regular	0.00	300.00	
00253	AT&T	05/11/2018	Regular	0.00	1,615.17	
00252	Cal-Am Water	05/11/2018	Regular	0.00	220.03	
16237	California Water Efficiency Partnership	05/11/2018	Regular	0.00	668.13	
00243	CalPers Long Term Care Program	05/11/2018	Regular	0.00		32066
01001	CDW Government	05/11/2018	Regular	0.00	186.90	
00281	CoreLogic Information Solutions, Inc.	05/11/2018	Regular	0.00	1,094.71	
04041	Cynthia Schmidlin	05/11/2018	Regular	0.00	682.59	
00277 00768	Home Depot Credit Services	05/11/2018	Regular	0.00		32070
	ICMA	05/11/2018	Regular	0.00 0.00	5,485.09	
04717 00222	Inder Osahan	05/11/2018 05/11/2018	Regular	0.00	1,183.47	32072
00222	M.J. Murphy  Marina Coast Water District	05/11/2018	Regular	0.00		32073
00259	Marina Coast Water District	05/11/2018	Regular Regular	0.00	280.16	
00239	Martins Irrigation Supply	05/11/2018	Regular	0.00	369.92	
07771	Monterey Bay Urgent Care	05/11/2018	Regular	0.00		32070
13396	Navia Benefit Solutions, Inc.	05/11/2018	Regular	0.00	932.51	
00755	Peninsula Welding Supply, Inc.	05/11/2018	Regular	0.00	144.74	
00282	PG&E	05/11/2018	Regular	0.00	336.00	
00282	PG&E	05/11/2018	Regular	0.00	1,311.09	
09989	Star Sanitation Services	05/11/2018	Regular	0.00	· ·	32082
00258	TBC Communications & Media	05/11/2018	Regular	0.00	875.00	
04719	Telit lo T Platforms, LLC	05/11/2018	Regular	0.00	245.65	
14680	Tope Tree Service	05/11/2018	Regular	0.00	5,752.50	
00271	UPEC, Local 792	05/11/2018	Regular	0.00	1,153.17	
00249	A.G. Davi, LTD	05/18/2018	Regular	0.00	790.00	
00763	ACWA-JPIA	05/18/2018	Regular	0.00	852.85	
00767	AFLAC	05/18/2018	Regular	0.00	1,275.04	
00760	Andy Bell	05/18/2018	Regular	0.00	699.00	
00253	AT&T	05/18/2018	Regular	0.00	1,635.56	
00036	Bill Parham	05/18/2018	Regular	0.00	650.00	
04042	Cabelas Government Outfitters	05/18/2018	Regular	0.00	352.68	
00252	Cal-Am Water	05/18/2018	Regular	0.00	223.25	
16120	California State University, Sacramento	05/18/2018	Regular	0.00	11,127.25	
16123	Carmel Valley Garage	05/18/2018	Regular	0.00	278.80	
01001	CDW Government	05/18/2018	Regular	0.00	3,024.58	
		, -,	.0.	2.00	2,2233	

102 Date Range: 05/01/2018 - 05/31/2018

#### **Check Report**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00224	City of Monterey	05/18/2018	Regular	0.00	267.50	32098
06268	Comcast	05/18/2018	Regular	0.00	269.89	32099
01352	Dave Stoldt	05/18/2018	Regular	0.00	1,199.50	32100
08990	Fort Ord Reuse Authority	05/18/2018	Regular	0.00	4,568.36	32101
08929	HDR Engineering, Inc.	05/18/2018	Regular	0.00	5,075.48	32102
00986	Henrietta Stern	05/18/2018	Regular	0.00	1,183.47	32103
00277	Home Depot Credit Services	05/18/2018	Regular	0.00	66.18	32104
00100	J M Electric	05/18/2018	Regular	0.00	514.00	32105
03857	Joe Oliver	05/18/2018	Regular	0.00	1,183.47	32106
15601	LSA Associates, Inc.	05/18/2018	Regular	0.00	1,725.00	32107
13431	Lynx Technologies, Inc	05/18/2018	Regular	0.00	2,550.00	32108
00242	MBAS	05/18/2018	Regular	0.00	980.00	32109
15816	NBS Government Finance Group	05/18/2018	Regular	0.00	2,000.00	32110
00256	PERS Retirement	05/21/2018	Regular	0.00	-15,414.65	32111
00256	PERS Retirement	05/18/2018	Regular	0.00	15,414.65	32111
00282	PG&E	05/18/2018	Regular	0.00	46.43	32112
00282	PG&E	05/18/2018	Regular	0.00	10.51	32113
00159	Pueblo Water Resources, Inc.	05/18/2018	Regular	0.00	20,180.23	32114
13394	Regional Government Services	05/18/2018	Regular	0.00	600.00	32115
00987	SDRMA - Prop & Liability Pkg	05/18/2018	Regular	0.00	47.50	32116
00176	Sentry Alarm Systems	05/18/2018	Regular	0.00	215.50	32117
00283	SHELL	05/18/2018	Regular	0.00	867.16	32118
07769	University Corporation at Monterey Bay	05/18/2018	Regular	0.00	3,117.30	32119
08105	Yolanda Munoz	05/18/2018	Regular	0.00	540.00	32120
00754	Zone24x7	05/18/2018	Regular	0.00	3,957.60	32121
00249	A.G. Davi, LTD	05/25/2018	Regular	0.00	395.00	32124
00253	AT&T	05/25/2018	Regular	0.00	768.50	32125
12188	Brown and Caldwell	05/25/2018	Regular	0.00	8,808.00	32126
00243	CalPers Long Term Care Program	05/25/2018	Regular	0.00	50.06	32127
00024	Central Coast Exterminator	05/25/2018	Regular	0.00	104.00	32128
00028	Colantuono, Highsmith, & Whatley, PC	05/25/2018	Regular	0.00	2,343.25	32129
00761	Delores Cofer	05/25/2018	Regular	0.00	356.00	32130
00225	Escalon Services c/o Palace Business Solutions	05/25/2018	Regular	0.00	149.36	32131
00758	FedEx	05/25/2018	Regular	0.00	117.29	32132
00277	Home Depot Credit Services	05/25/2018	Regular	0.00	149.98	32133
00094	John Arriaga	05/25/2018	Regular	0.00	2,500.00	32134
06999	KBA Docusys	05/25/2018	Regular	0.00	642.70	32135
00222	M.J. Murphy	05/25/2018	Regular	0.00	70.03	32136
15816	NBS Government Finance Group	05/25/2018	Regular	0.00	1,000.00	32137
00282	PG&E	05/25/2018	Regular	0.00	12.25	32138
00282	PG&E	05/25/2018	Regular	0.00	24.11	32139
16313	Salinas Valley Ford	05/25/2018	Regular	0.00	30,794.94	32140
00766	Standard Insurance Company	05/25/2018	Regular	0.00	1,607.89	32141
09989	Star Sanitation Services	05/25/2018	Regular	0.00	71.01	32142
00258	TBC Communications & Media	05/25/2018	Regular	0.00	3,500.00	32143
14680	Tope Tree Service	05/25/2018	Regular	0.00	5,640.00	32144
08105	Yolanda Munoz	05/25/2018	Regular	0.00	540.00	32145

	Bank Code APBNK	Summary		
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	131	98	0.00	181,635.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-17,913.77
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	131	101	0.00	163.721.83

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**EXHIBIT 10-B** 103 Date Range: 05/01/2018 - 05/31/2018

EAR	<u> 11B11 10-B</u>				103	
Check Report					Oate Range: 05/01/20	18 - 05/31/20
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: REBATES-02-	-Rebates: Use Only For Rebates					
16285	Aleksandr Ignatyev	05/04/2018	Regular	0.00	479.99	31988
16305	Alex Barth	05/04/2018	Regular	0.00	500.00	31989
16290	ANNE HATTON	05/04/2018	Regular	0.00	500.00	31990
16310	ANNETTE STEWART	05/04/2018	Regular	0.00	500.00	31991
16279	ANTHONY BILLISI	05/04/2018	Regular	0.00	500.00	
16291	Arnold Westphal	05/04/2018	Regular	0.00	500.00	
16301	BERJ MOOSEKIAN	05/04/2018	Regular	0.00	125.00	
16277	BEVERLY SCHIAVONI	05/04/2018	Regular	0.00	500.00	
16268	BRYAN ASHBY	05/04/2018	Regular	0.00	500.00	
16289	CARRIE BUCHER VORHIES	05/04/2018	Regular	0.00	500.00	
16263	CHERYL E PANATTONI	05/04/2018	Regular	0.00	500.00	
16297	CUSTOM HOUSE REALTY	05/04/2018	=	0.00		31999
			Regular			
16309	CUSTOM HOUSE REALTY	05/04/2018	Regular	0.00	150.00	
16274	DANIEL HIGHTOWER	05/04/2018	Regular	0.00	500.00	
16265	DANIEL SPILFOGEL	05/04/2018	Regular	0.00	500.00	
16267	DAVID & DONNA GAUVREAU	05/04/2018	Regular	0.00	500.00	
16295	DEL MESA CARMEL COMMUNITY ASSOC., INC	05/04/2018	Regular	0.00	1,300.00	
16271	DENNIS FOX	05/04/2018	Regular	0.00	500.00	
16280	DIANA WILKS	05/04/2018	Regular	0.00	500.00	
16294	DOUGLAS WEAVER	05/04/2018	Regular	0.00	200.00	32007
16251	EDWARD TRISCHMANN	05/04/2018	Regular	0.00	125.00	32008
16304	GAETANO CUTINO	05/04/2018	Regular	0.00	1,000.00	32009
16296	GARY BRIANT	05/04/2018	Regular	0.00	1,950.00	32010
16303	GAYLE EVANS	05/04/2018	Regular	0.00	1,000.00	32011
16300	GINTAUTAS BUZORIUS	05/04/2018	Regular	0.00	125.00	32012
16308	HARI SAHDEO	05/04/2018	Regular	0.00	125.00	32013
16269	HARLAN WILDER	05/04/2018	Regular	0.00	694.99	32014
16252	HARVEY SHRUM	05/04/2018	Regular	0.00	125.00	32015
11653	HILARIO VERA	05/04/2018	Regular	0.00	500.00	32016
16245	HOWARD FOSLER	05/04/2018	Regular	0.00	75.00	32017
16250	JANET MCTURK	05/04/2018	Regular	0.00		32018
16281	JAY GRAY	05/04/2018	Regular	0.00	500.00	
16306	JEANIE BECKS	05/04/2018	Regular	0.00	150.00	
16256	JEANNA WEINERTH	05/04/2018	Regular	0.00	125.00	
16288	JENNIFER HIRSH	05/04/2018	Regular	0.00	500.00	
16258	JIM COURTNEY	05/04/2018	Regular	0.00	125.00	
16286	JOE ACQUAVIVA	05/04/2018	Regular	0.00	497.70	
16257	JOHN CHATTERS	05/04/2018	Regular	0.00	125.00	
16270	JOHN HARDIN	05/04/2018	Regular	0.00	500.00	
16293	JOHN LUBBEN	05/04/2018	=	0.00	200.00	
			Regular			
16246 16302	JUDY ANN TAGAMI JUDY GAUGHF	05/04/2018 05/04/2018	Regular	0.00 0.00	150.00 1,000.00	
			Regular			
16273	JULIA RANDLE	05/04/2018	Regular	0.00	479.00	
16238	LARRY FOSTER	05/04/2018	Regular	0.00	125.00	
16253	LERABLE FAMILY TRUST	05/04/2018	Regular	0.00	125.00	
16276	LEROY & PATRICIA ERNST	05/04/2018	Regular	0.00	500.00	
16283	LINDA WARMINGTON	05/04/2018	Regular	0.00	500.00	
16249	LYLE BRUMFIELD	05/04/2018	Regular	0.00	225.00	
16239	LYLE QUOCK	05/04/2018	Regular	0.00	400.00	32036
16278	MARGARET & FERGUS TOBIN	05/04/2018	Regular	0.00	500.00	32037
16242	MARTHA LOPEZ	05/04/2018	Regular	0.00	75.00	32038
16284	MICHAEL MARKMAN	05/04/2018	Regular	0.00	500.00	32039
16307	MONTEREY CITY SCHOOL DIST	05/04/2018	Regular	0.00	10,508.00	32040
16244	NOELLE BALLARINI	05/04/2018	Regular	0.00	150.00	32041
16275	PATRICIA CRUICKSHANK	05/04/2018	Regular	0.00	479.99	32042
16260	PATRICIA K DALLY	05/04/2018	Regular	0.00	125.00	32043
16259	PETER & TERRY BALDWIN	05/04/2018	Regular	0.00	125.00	32044
16272	RICHARD JENSEN	05/04/2018	Regular	0.00	500.00	32045
16240	RICHARD SCHNEIDER	05/04/2018	Regular	0.00	225.00	
16266	ROBERT E HAYNER	05/04/2018	Regular	0.00	500.00	
			5	,,,,,		

6/27/2018 4:37:19 PM Page 3 of 6 **EXHIBIT 10-B** 104 Date Range: 05/01/2018 - 05/31/2018

	11B11 10-B				104	/ /
Check Report				ſ	Date Range: 05/01/20	18 - 05/31/2
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
16243	ROGER MANLEY	05/04/2018	Regular	0.00	75.00	32048
16247	RYAN & D ANNE PETERSON	05/04/2018	Regular	0.00		32049
16287	SALVATORE MERCURIO & KATELYNN SILVA	05/04/2018	Regular	0.00	497.70	32050
16292	SAMEER BAKHDA	05/04/2018	Regular	0.00	140.00	32051
16255	SANDRA FARRELL	05/04/2018	Regular	0.00	125.00	32052
16264	Scott Graham	05/04/2018	Regular	0.00	500.00	32053
16282	SHERMAN JONES	05/04/2018	Regular	0.00	500.00	32054
16262	STEVEN ANDERSON	05/04/2018	Regular	0.00	500.00	32055
16299	SYLVIA M GARCIA	05/04/2018	Regular	0.00	75.00	32056
16298	SYLVIA M GARCIA TRUST	05/04/2018	Regular	0.00	75.00	32057
16248	TIA LEWIS	05/04/2018	Regular	0.00	225.00	32058
16254	TONY FLORES	05/04/2018	Regular	0.00	125.00	32059
16241	W RENE AYERS	05/04/2018	Regular	0.00	150.00	32060
16261	Zachary Freedman	05/04/2018	Regular	0.00	500.00	32061
16341	ALAN MOVSON	05/25/2018	Regular	0.00	75.00	32146
16332	AMANDA FREEDMAN	05/25/2018	Regular	0.00	250.00	32147
16351	ANTHONY AIELLO	05/25/2018	Regular	0.00	75.00	32148
16337	ANTHONY R MAROTTA	05/25/2018	Regular	0.00	225.00	32149
16329	AUDREY MORRIS	05/25/2018	Regular	0.00	500.00	
16366	BARBARA SIEDHOFF	05/25/2018	Regular	0.00	476.99	
16385	Bruce Hedin	05/25/2018	Regular	0.00	500.00	
16328	CHRISTY SOBOLESKI	05/25/2018	Regular	0.00	500.00	
16384	CUSTOM HOUSE REALTY	05/25/2018	Regular	0.00		32154
16344	DAVID CAMERON	05/25/2018	Regular	0.00		32155
16338	DAVID COOPER	05/25/2018	Regular	0.00	714.98	
16378	Ecology Action of Santa Cruz	05/25/2018	Regular	0.00	500.00	
16379	Ecology Action of Santa Cruz	05/25/2018	Regular	0.00	500.00	
16360	Ecology Action of Santa Cruz	05/25/2018	Regular	0.00	125.00	
16361	Ecology Action of Santa Cruz	05/25/2018	Regular	0.00	125.00	
16389	Ecology Action of Santa Cruz	05/25/2018	Regular	0.00	1,500.00	
16377	Ecology Action of Santa Cruz	05/25/2018	Regular	0.00	500.00	
16392		05/25/2018	Regular	0.00	12,000.00	
16388	Ecology Action of Santa Cruz Ecology Action of Santa Cruz	05/25/2018	Regular	0.00	1,500.00	
16333	ENID COCKER	05/25/2018	=	0.00	1,375.00	
16390	ERIKA P RUBIO	05/25/2018	Regular	0.00	500.00	
			Regular	0.00		
16322 16314	ERNEST BIZZOZERO	05/25/2018 05/25/2018	Regular	0.00	125.00	32168
	Frank Schiavone		Regular	0.00	150.00	
16345	GLEN ALDER	05/25/2018	Regular			
16315	GREGORY CLAGGETT	05/25/2018	Regular	0.00		32170
16357	INGRID AQUINO	05/25/2018	Regular	0.00	125.00	
16319	JAE JUN KIM	05/25/2018	Regular	0.00	125.00	
16342	JAMES BARATH	05/25/2018	Regular	0.00	225.00	
16324	JAMES CHAMBERS	05/25/2018	Regular	0.00	500.00	
16352	JAMIE HOUSMAN	05/25/2018	Regular	0.00	125.00	
16373	JAN BRUNO	05/25/2018	Regular	0.00	500.00	
16327	JASON ALTO	05/25/2018	Regular	0.00	500.00	
16380	JEFF SALMON	05/25/2018	Regular	0.00	200.00	
16350	JERRY HORNOR	05/25/2018	Regular	0.00		32179
16339	JIELU ZHAO	05/25/2018	Regular	0.00		32180
16343	JOHN EATON	05/25/2018	Regular	0.00		32181
16330	Jose F Gomez Lopez	05/25/2018	Regular	0.00	500.00	
16349	JUDITH MEAD	05/25/2018	Regular	0.00		32183
16316	JULIE CAMBE	05/25/2018	Regular	0.00	125.00	
16364	LAURI TANNER	05/25/2018	Regular	0.00	500.00	
16331	LAWRENCE KALINOWSKI	05/25/2018	Regular	0.00	2,625.00	32186
16354	LEE K JOHNSON	05/25/2018	Regular	0.00	125.00	32187
16359	LEO LUKENAS	05/25/2018	Regular	0.00	125.00	32188
16371	Manuel Gonsalves	05/25/2018	Regular	0.00	500.00	32189
16318	Marcello Correa	05/25/2018	Regular	0.00	125.00	32190
16386	MARGARET MANNING	05/25/2018	Regular	0.00	300.00	32191
16387	MARGARET MANNING	05/25/2018	Regular	0.00	300.00	32192

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105 Date Range: 05/01/2018 - 05/31/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
16355	MARIE BRUNO	05/25/2018	Regular	0.00	125.00	32193
16368	MARK BAERG	05/25/2018	Regular	0.00	500.00	32194
16369	MARTHA MICHAELS	05/25/2018	Regular	0.00	500.00	32195
16382	MARY JO TRIVERS	05/25/2018	Regular	0.00	100.00	32196
16363	Matthew Triplett	05/25/2018	Regular	0.00	500.00	32197
16320	MELISSA RAE ANDERSEN	05/25/2018	Regular	0.00	125.00	32198
16353	Monterey Bay Property Management	05/25/2018	Regular	0.00	125.00	32199
16336	MYRNA JOHNSON	05/25/2018	Regular	0.00	500.00	32200
16346	NANCY T LEWIS	05/25/2018	Regular	0.00	75.00	32201
16365	NAVID GHAZI	05/25/2018	Regular	0.00	500.00	32202
16347	PAULA I O'CONNOR	05/25/2018	Regular	0.00	75.00	32203
16340	PETER HILLER	05/25/2018	Regular	0.00	125.00	32204
16321	PHILIP KING	05/25/2018	Regular	0.00	125.00	32205
16375	REBECCA BARRYMORE	05/25/2018	Regular	0.00	500.00	32206
16376	RENITA SEIBEL	05/25/2018	Regular	0.00	500.00	32207
16374	RICK SKIBINSKI	05/25/2018	Regular	0.00	500.00	32208
16325	ROBERTA FORLANO	05/25/2018	Regular	0.00	500.00	32209
16362	ROBIN REISMAN	05/25/2018	Regular	0.00	500.00	32210
16372	RONALD ROLAND	05/25/2018	Regular	0.00	500.00	32211
16317	Sam Mercurio	05/25/2018	Regular	0.00	125.00	32212
16356	SARAH HAINSTOCK	05/25/2018	Regular	0.00	125.00	32213
16383	SCOTT BROWN	05/25/2018	Regular	0.00	500.00	32214
16358	THEODORE RAABE	05/25/2018	Regular	0.00	125.00	32215
16391	THIERRY & AMY CROCQUET	05/25/2018	Regular	0.00	150.00	32216
16323	TIM D CONWAY	05/25/2018	Regular	0.00	125.00	32217
16381	TIM DAVID	05/25/2018	Regular	0.00	200.00	32218
16326	TOM HLASNY	05/25/2018	Regular	0.00	500.00	32219
16348	TOM REDFERN	05/25/2018	Regular	0.00	75.00	32220
16370	VICTORIA ANNE NUCCI	05/25/2018	Regular	0.00	500.00	32221
16367	ZOE CARTER	05/25/2018	Regular	0.00	500.00	32222

#### Bank Code REBATES-02 Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	151	151	0.00	78,184.34
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	151	151	0.00	78.184.34

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106 Date Range: 05/01/2018 - 05/31/2018 **Check Report** 

# **All Bank Codes Check Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	282	249	0.00	259,819.94
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-17,913.77
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	282	252	0.00	241.906.17

# **Fund Summary**

Fund	Name	Period	Amount
99	POOL CASH FUND	5/2018	241,906.17
			2/1 006 17

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## Payroll Bank Transaction Report -1MPWMD



Monterey Peninsula Water Management Dist

By Payment Number Date: 5/1/2018 - 5/31/2018

Payroll Set: 01 - Monterey Peninsula Water Management District

Payment			Employee			Direct Deposit	
Number	Payment Date	Payment Type	Number	Employee Name	Check Amount	Amount	Total Payment
3714	05/11/2018	Regular	1024	Stoldt, David J	0.00	5,636.77	5,636.77
3715	05/11/2018	Regular	1025	Tavani, Arlene M	0.00	2,088.30	2,088.30
3716	05/11/2018	Regular	1044	Bennett, Corryn D	0.00	1,567.13	1,567.13
3717	05/11/2018	Regular	1006	Dudley, Mark A	0.00	2,846.76	2,846.76
3718	05/11/2018	Regular	1039	Flores, Elizabeth	0.00	2,105.61	2,105.61
3719	05/11/2018	Regular	1018	Prasad, Suresh	0.00	4,250.68	4,250.68
3720	05/11/2018	Regular	1019	Reyes, Sara C	0.00	1,815.29	1,815.29
3721	05/11/2018	Regular	1045	Atkins, Daniel	0.00	1,679.72	1,679.72
3722	05/11/2018	Regular	1002	Bekker, Mark	0.00	1,896.70	1,896.70
3723	05/11/2018	Regular	1005	Christensen, Thomas T	0.00	3,188.65	3,188.65
3724	05/11/2018	Regular	1042	Hamilton, Maureen C.	0.00	3,117.01	3,117.01
3725	05/11/2018	Regular	1008	Hampson, Larry M	0.00	3,081.69	3,081.69
3726	05/11/2018	Regular	1009	James, Gregory W	0.00	3,289.53	3,289.53
3727	05/11/2018	Regular	1011	Lear, Jonathan P	0.00	3,723.15	3,723.15
3728	05/11/2018	Regular	1012	Lindberg, Thomas L	0.00	2,745.73	2,745.73
3729	05/11/2018	Regular	1004	Chaney, Beverly M	0.00	2,492.41	2,492.41
3730	05/11/2018	Regular	1007	Hamilton, Cory R	0.00	2,231.74	2,231.74
3731	05/11/2018	Regular	1043	Suwada, Joseph	0.00	1,709.57	1,709.57
3732	05/11/2018	Regular	1026	Urguhart, Kevan A	0.00	2,217.50	2,217.50
3733	05/11/2018	Regular	1001	Ayala, Gabriela D	0.00	2,323.38	2,323.38
3734	05/11/2018	Regular	1041	Gonnerman, Maryan C	0.00	1,971.53	1,971.53
3735	05/11/2018	Regular	1010	Kister, Stephanie L	0.00	2,545.58	2,545.58
3736		=	1017	Locke, Stephanie L	0.00	3,469.67	3,469.67
3737	05/11/2018 05/11/2018	Regular	1017	Martin, Debra S	0.00	2,654.16	2,654.16
		Regular		·			•
3738	05/11/2018	Regular	1040	Smith, Kyle	0.00	2,272.80	2,272.80
3739 3740	05/25/2018	Regular	1024	Stoldt, David J	0.00	5,636.77	5,636.77
	05/25/2018	Regular	1025	Tavani, Arlene M	0.00	2,088.31	2,088.31
3741	05/25/2018	Regular	1044	Bennett, Corryn D	0.00	1,889.47	1,889.47
3742	05/25/2018	Regular	1006	Dudley, Mark A	0.00	2,846.75	2,846.75
3743	05/25/2018	Regular	1039	Flores, Elizabeth	0.00	1,907.79	1,907.79
3744	05/25/2018	Regular	1018	Prasad, Suresh	0.00	4,250.68	4,250.68
3745	05/25/2018	Regular	1019	Reyes, Sara C	0.00	1,643.83	1,643.83
3746	05/25/2018	Regular	1045	Atkins, Daniel	0.00	1,679.72	1,679.72
3747	05/25/2018	Regular	1002	Bekker, Mark	0.00	1,896.71	1,896.71
3748	05/25/2018	Regular	1005	Christensen, Thomas T	0.00	3,188.65	3,188.65
3749	05/25/2018	Regular	1042	Hamilton, Maureen C.	0.00	3,117.01	3,117.01
3750	05/25/2018	Regular	1008	Hampson, Larry M	0.00	3,081.69	3,081.69
3751	05/25/2018	Regular	1009	James, Gregory W	0.00	3,289.53	3,289.53
3752	05/25/2018	Regular	1011	Lear, Jonathan P	0.00	3,723.15	3,723.15
3753	05/25/2018	Regular	1012	Lindberg, Thomas L	0.00	2,745.73	2,745.73
3754	05/25/2018	Regular	1004	Chaney, Beverly M	0.00	2,492.41	2,492.41
3755	05/25/2018	Regular	1007	Hamilton, Cory R	0.00	2,231.74	2,231.74
3756	05/25/2018	Regular	1043	Suwada, Joseph	0.00	1,709.57	1,709.57
3757	05/25/2018	Regular	1026	Urquhart, Kevan A	0.00	2,217.50	2,217.50
3758	05/25/2018	Regular	1001	Ayala, Gabriela D	0.00	2,448.52	2,448.52
3759	05/25/2018	Regular	1041	Gonnerman, Maryan C	0.00	1,971.53	1,971.53
3760	05/25/2018	Regular	1010	Kister, Stephanie L	0.00	2,545.60	2,545.60
3761	05/25/2018	Regular	1017	Locke, Stephanie L	0.00	3,469.67	3,469.67
3762	05/25/2018	Regular	1014	Martin, Debra S	0.00	2,654.16	2,654.16
3763	05/25/2018	Regular	1040	Smith, Kyle	0.00	2,023.06	2,023.06
3764	05/30/2018	Regular	7015	Adams, Mary L	0.00	124.67	124.67
3765	05/30/2018	Regular	7013	Clarke, Andrew	0.00	439.11	439.11
3766	05/30/2018	Regular	7014	Evans, Molly F	0.00	489.11	489.11
3767	05/30/2018	Regular	7003	Lewis, Brenda	0.00	249.34	249.34
32123	05/25/2018	Regular	1046	Whitmore, Cortina	299.56	750.00	1,049.56
32223	05/30/2018	Regular	7007	Byrne, Jeannie	249.34	0.00	249.34

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Payment <u>EXHIBIT 10-C</u>		<u>0-C</u>	Employee	Employee			Direct Deposit Amount 108 Total Payment			
Number	Payment Date	Payment Type	Number	<b>Employee Name</b>		<b>Check Amount</b>	Amount <sup>1 C</sup>	Total Payment		
32224	05/30/2018	Regular	7016	Rubio, Ralph S		249.34	0.00	249.34		
					Totals:	798.24	135,722.84	136,521.08		

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### PENINSULA Monterey Peninsula Water Management Dist

## **Bank Transaction Report**

**Transaction Detail** 

Issued Date Range: 05/01/2018 - 05/31/2018

Cleared Date Range: -

Issued	Cleared						
Date	Date	Number	Description	Module	Status	Туре	Amount
Accounts Payab	le						
05/03/2018	05/31/2018	DFT0001141	PERS Retirement	Accounts Payable	Cleared	Bank Draft	-15,347.38
05/11/2018	05/31/2018	DFT0001138	I.R.S.	Accounts Payable	Cleared	Bank Draft	-11,038.76
05/11/2018	05/31/2018	DFT0001139	I.R.S.	Accounts Payable	Cleared	Bank Draft	-2,678.48
05/11/2018	05/31/2018	DFT0001140	Employment Development Dept.	Accounts Payable	Cleared	Bank Draft	-4,567.49
05/15/2018	05/31/2018	DFT0001159	Laborers Trust Fund of Northern CA	Accounts Payable	Cleared	Bank Draft	-27,360.00
05/17/2018	05/31/2018	DFT0001148	PERS Retirement	Accounts Payable	Cleared	Bank Draft	-15,416.08
05/25/2018	05/31/2018	DFT0001145	I.R.S.	Accounts Payable	Cleared	Bank Draft	-11,087.86
05/25/2018	05/31/2018	DFT0001146	I.R.S.	Accounts Payable	Cleared	Bank Draft	-2,707.68
05/25/2018	05/31/2018	DFT0001147	Employment Development Dept.	Accounts Payable	Cleared	Bank Draft	-4,557.26
05/30/2018		DFT0001150	I.R.S.	Accounts Payable	Outstanding	Bank Draft	-69.16
05/30/2018		DFT0001151	I.R.S.	Accounts Payable	Outstanding	Bank Draft	-58.76
05/30/2018		DFT0001152	I.R.S.	Accounts Payable	Outstanding	Bank Draft	-251.10
						Accounts Payable Total: (12)	-95,140.01
General Ledger							
05/15/2018	05/31/2018	SVC0000151	05/2018 To post bank service fee	General Ledger	Cleared	Service Charge	-339.09
, ,	, ,		, ,			General Ledger Total: (1)	-339.09
						Report Total: (13)	-95,479.10

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#### Issued Date Range: -

Summai	ry
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Bank Account		Count	Amount
111 Bank of America Checking - 0000 8170 8210		13	-95,479.10
	Report Total:	13	-95,479.10
Cash Account		Count	Amount
99 99-10-100100 Pool Cash Account		13	-95,479.10
	Report Total:	13	-95,479.10
Transa	ction Type	Count	Amount
Bank D	raft	12	-95,140.01
Service	Charge	1	-339.09
	Report Total:	13	-95,479.10

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MANAGEMENT DISTRICT

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## **Statement of Revenue Over Expense - No Decimals**

Group Summary

For Fiscal: 2017-2018 Period Ending: 05/31/2018

Monterey Peninsula Water Management Dist

		May	May	Variance Favorable	Percent	YTD		Variance Favorable	Percent
Level		Activity	Budget	(Unfavorable)	Used	Activity	Total Budget	(Unfavorable)	Used
Revenue									
R100 - Water Supply Charge		0	283,220	-283,220	0.00 %	3,347,036	3,400,000	-52,964	98.44 %
R120 - Property Taxes Revenues		0	145,775	-145,775	0.00 %	1,835,234	1,750,000	85,234	104.87 %
R130 - User Fees		364,928	341,136	23,793	106.97 %	3,938,075	4,095,000	-156,925	96.17 %
R140 - Connection Charges		34,559	24,992	9,567	138.28 %	498,677	300,000	198,677	166.23 %
R150 - Permit Processing Fee		19,814	14,578	5,237	135.92 %	235,471	175,000	60,471	134.55 %
R160 - Well Registration Fee		200	0	200	0.00 %	2,475	0	2,475	0.00 %
R180 - River Work Permit Applicatiction		0	0	0	0.00 %	25	0	25	0.00 %
R190 - WDS Permits Rule 21		600	4,665	-4,065	12.86 %	17,610	56,000	-38,390	31.45 %
R200 - Recording Fees		2,122	2,466	-344	86.04 %	21,048	29,600	-8,552	71.11 %
R210 - Legal Fees		228	1,333	-1,105	17.11 %	5,370	16,000	-10,630	33.56 %
R220 - Copy Fee		0	0	0	0.00 %	99	0	99	0.00 %
R230 - Miscellaneous - Other		4,512	1,666	2,846	270.80 %	21,410	20,000	1,410	107.05 %
R250 - Interest Income		3,478	2,499	979	139.16 %	31,202	30,000	1,202	104.01 %
R260 - CAW - ASR		0	52,929	-52,929	0.00 %	0	635,400	-635,400	0.00 %
R265 - CAW - Los Padres Reimbursement		260,893	54,983	205,910	474.50 %	260,893	660,000	-399,107	39.53 %
R270 - CAW - Rebates		0	21,650	-21,650	0.00 %	281,445	260,000	21,445	108.25 %
R290 - CAW - Miscellaneous		0	6,707	-6,707	0.00 %	0	80,500	-80,500	0.00 %
R300 - Watermaster		0	6,214	-6,214	0.00 %	41,133	74,600	-33,467	55.14 %
R308 - Reclamation Project		0	1,666	-1,666	0.00 %	0	20,000	-20,000	0.00 %
R309 - GWR Project Reimbursements		0	342,708	-342,708	0.00 %	4,112,541	4,112,500	41	100.00 %
R310 - Other Reimbursements		0	2,441	-2,441	0.00 %	19,776	29,300	-9,524	67.49 %
R320 - Grants		72,255	37,458	34,796	192.89 %	110,297	450,000	-339,703	24.51 %
R510 - Operating Reserve		0	71,130	-71,130	0.00 %	0	853,900	-853,900	0.00 %
	Total Revenue:	763,588	1,420,215	-656,627	53.77 %	14,779,817	17,047,800	-2,267,983	86.70 %

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For Fiscal: 2017-2018 Period Ending: 05/31/2018

			Variance				Variance	
	May	May	Favorable	Percent	YTD	<b>-</b>	Favorable	Percent
Level	Activity	Budget	(Unfavorable)	Used	Activity	Total Budget	(Unfavorable)	Used
Expense								
Level1: 100 - Personnel Costs	100 210	209 417	12 207	04140/	2 222 550	2 502 000	270 444	00 07 0/
1100 - Salaries & Wages	196,210	208,417	12,207	94.14 %	2,223,556	2,502,000	278,444	88.87 %
1110 - Manager's Auto Allowance	462	500	38	92.34 %	3,923	6,000	2,077	65.38 %
1120 - Manager's Deferred Comp	677	700	23	96.74 %	5,754	8,400	2,646	68.50 %
1130 - Unemployment Compensation	0	250	250	0.00 %	0	3,000	3,000	0.00 %
1150 - Temporary Personnel	4,139	4,415	276	93.75 %	44,611	53,000	8,389	84.17 %
1160 - PERS Retirement	19,119	37,443	18,324	51.06 %	457,527	449,500	-8,027	101.79 %
1170 - Medical Insurance	27,205	27,531	325	98.82 %	293,635	330,500	36,865	88.85 %
1180 - Medical Insurance - Retirees	7,760	6,747	-1,012	115.00 %	85,236	81,000	-4,236	105.23 %
1190 - Workers Compensation	3,751	4,240	489	88.46 %	45,660	50,900	5,240	89.70 %
1200 - Life Insurance	354	450	96	78.59 %	3,663	5,400	1,737	67.83 %
1210 - Long Term Disability Insurance	1,161	1,200	39	96.77 %	12,488	14,400	1,912	86.72 %
1220 - Short Term Disability Insurance	230	275	45	83.81 %	2,482	3,300	818	75.21 %
1230 - Other Benefits	80	100	20	80.03 %	1,827	1,200	-627	152.21 %
1260 - Employee Assistance Program	59	125	66	47.02 %	635	1,500	865	42.30 %
1270 - FICA Tax Expense	117	566	449	20.69 %	4,908	6,800	1,892	72.17 %
1280 - Medicare Tax Expense	2,720	3,107	387	87.56 %	32,917	37,300	4,383	88.25 %
1290 - Staff Development & Training	1,432	3,074	1,641	46.60 %	10,527	36,900	26,373	28.53 %
1300 - Conference Registration	0	283	283	0.00 %	3,571	3,400	-171	105.04 %
1310 - Professional Dues	338	258	-79	130.70 %	1,712	3,100	1,388	55.23 %
1320 - Personnel Recruitment	0	167	167	0.00 %	695	2,000	1,305	34.74 %
Total Level1: 100 - Personnel Costs:	265,813	299,847	34,034	88.65 %	3,235,325	3,599,600	364,275	89.88 %
Level1: 200 - Supplies and Services								
2000 - Board Member Compensation	1,890	3,782	1,892	49.98 %	24,975	45,400	20,425	55.01 %
2020 - Board Expenses	0	666	666	0.00 %	12,154	8,000	-4,154	151.92 %
2040 - Rent	1,863	1,933	70	96.40 %	20,520	23,200	2,680	88.45 %
2060 - Utilities	2,617	3,232	615	80.98 %	28,343	38,800	10,457	73.05 %
2120 - Insurance Expense	4,138	3,749	-390	110.39 %	48,389	45,000	-3,389	107.53 %
2130 - Membership Dues	0	2,882	2,882	0.00 %	31,297	34,600	3,303	90.45 %
2140 - Bank Charges	419	333	-85	125.61 %	4,446	4,000	-446	111.14 %
2150 - Office Supplies	1,197	1,716	519	69.77 %	12,696	20,600	7,904	61.63 %
2160 - Courier Expense	244	675	431	36.16 %	4,595	8,100	3,505	56.73 %
2170 - Printing/Photocopy	0	783	783	0.00 %	490	9,400	8,910	5.21 %
2180 - Postage & Shipping	500	533	33	93.79 %	5,328	6,400	1,072	83.25 %
2190 - IT Supplies/Services	364	8,330	7,966	4.37 %	106,836	100,000	-6,836	106.84 %
2200 - Professional Fees	16,550	29,280	12,730	56.52 %	269,282	351,500	82,218	76.61 %
2220 - Equipment Repairs & Maintenance	0	625	625	0.00 %	3,931	7,500	3,569	52.41 %
2235 - Equipment Lease	947	1,166	219	81.22 %	11,753	14,000	2,247	83.95 %
2240 - Telephone	3,517	3,798	281	92.59 %	40,039	45,600	5,561	87.81 %
2260 - Facility Maintenance	3,883	3,565	-318	108.92 %	32,507	42,800	10,293	75.95 %
2270 - Travel Expenses	3,285	2,882	-403	113.99 %	17,379	34,600	17,221	50.23 %
r - r	- /	_,	.55		/ 3	,3	,	<del></del>

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Variance Variance Favorable Percent YTD Favorable Percent May May Level... Activity Budget (Unfavorable) Used Activity **Total Budget** (Unfavorable) Used 2280 - Transportation 6,848 2,216 -4,632 309.05 % 31,621 26,600 -5,021 118.88 % 2300 - Legal Services 25,346 33,320 7,974 76.07 % 292,325 400,000 107,675 73.08 % 2380 - Meeting Expenses 156 575 419 27.16 % 2.025 6,900 4.875 29.35 % 2420 - Legal Notices 0 308 308 0.00 % 135 3,700 3.65 % 3,565 2460 - Public Outreach 75 473 398 15.84 % 2,668 5,700 3,032 46.81 % 2480 - Miscellaneous 0 250 250 0.00 % 516 3,000 2,484 17.21 % 2500 - Tax Administration Fee 0 1,666 1,666 0.00 % 20,727 20,000 -727 103.64 % 2900 - Operating Supplies 1,197 1,599 403 74.83 % 12,588 19,200 6,612 65.56 % Total Level1: 200 - Supplies and Services: 75,037 110,338 35,301 68.01 % 1,037,564 1,324,600 287,036 78.33 % Level1: 300 - Other Expenses 235.341 476,760 241,419 49.36 % 2,482,288 5,723,700 43.37 % 3000 - Project Expenses 3,241,412 4000 - Fixed Asset Purchases 132,117 72,254 -59,862 182.85 % 309,257 867,400 558,143 35.65 % 340.12 % 5000 - Debt Service 65,164 19,159 -46,005 132,183 230,000 97,817 57.47 % 0 583 0.00 % 6,863 98.04 % 5500 - Election Expenses 583 7,000 137 6000 - Contingencies 0 6,248 6,248 0.00 % 0 75,000 75,000 0.00 % 6500 - Reserves 0 435,026 435,026 0.00 % 0 5,220,500 5,220,500 0.00 % Total Level1: 300 - Other Expenses: 432,623 1,010,031 577,408 42.83 % 2,930,591 12,123,600 9,193,009 24.17 % **Total Expense:** 773,472 1,420,215 646,743 54.46 % 7,203,480 17,047,800 9,844,320 42.25 % Report Total: -9,884 0 -9,884 7,576,337 0 7,576,337

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For Fiscal: 2017-2018 Period Ending: 05/31/2018

### **Fund Summary**

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				Variance				
	May	May	Favorable	Percent	YTD		Favorable	Percent
Fund	Activity	Budget	(Unfavorable)	Used	Activity	<b>Total Budget</b>	(Unfavorable)	Used
24 - MITIGATION FUND	123,753	0	123,753		862,387	0	862,387	
26 - CONSERVATION FUND	-139,539	0	-139,539		1,069,568	0	1,069,568	
35 - WATER SUPPLY FUND	5,902	0	5,902		5,644,383	0	5,644,383	
Report Total:	-9,884	0.02	-9,884		7,576,337	0	7,576,337	

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EXHIBIT 10-E

# **Statement of Revenue Over Expense - No Decimals**



PENINSULA Monterey Peninsula Water Management Dist

**Group Summary**For Fiscal: 2017-2018 Period Ending: 05/31/2018

115

				Variance				Variance	
		May	May	Favorable	Percent	YTD		Favorable	Percent
Level		Activity	Budget	(Unfavorable)	Used	Activity	<b>Total Budget</b>	(Unfavorable)	Used
Fund: 24 - MITIGATION FUND									
Revenue									
R120 - Property Taxes Revenues		0	41,645	-41,645	0.00 %	524,353	500,000	24,353	104.87 %
R130 - User Fees		212,861	196,006	16,855	108.60 %	2,271,246	2,353,000	-81,754	96.53 %
R160 - Well Registration Fee		200	0	200	0.00 %	2,475	0	2,475	0.00 %
R180 - River Work Permit Applicatiction		0	0	0	0.00 %	25	0	25	0.00 %
R190 - WDS Permits Rule 21		600	4,665	-4,065	12.86 %	17,610	56,000	-38,390	31.45 %
R230 - Miscellaneous - Other		4,251	833	3,418	510.32 %	19,251	10,000	9,251	192.51 %
R250 - Interest Income		338	417	-78	81.18 %	6,187	5,000	1,187	123.73 %
R290 - CAW - Miscellaneous		0	633	-633	0.00 %	0	7,600	-7,600	0.00 %
R310 - Other Reimbursements		0	2,357	-2,357	0.00 %	19,776	28,300	-8,524	69.88 %
R320 - Grants		72,255	12,468	59,786	579.50 %	90,297	150,000	-59,703	60.20 %
R510 - Operating Reserve		0	8,538	-8,538	0.00 %	0	102,500	-102,500	0.00 %
	Total Revenue:	290,505	267,563	22,942	-108.57 %	2,951,220	3,212,400	-261,180	91.87 %

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For Fiscal: 2017-2018 Period Ending: 05/31/2018

			Variance				Variance	
	May	May	Favorable	Percent	YTD		Favorable	Percent
Level	Activity	Budget	(Unfavorable)	Used	Activity	Total Budget	(Unfavorable)	Used
Expense								
Level1: 100 - Personnel Costs								
1100 - Salaries & Wages	75,724	82,034	6,310	92.31 %	887,360	984,800	97,440	90.11 %
1110 - Manager's Auto Allowance	92	100	8	92.34 %	785	1,200	415	65.38 %
1120 - Manager's Deferred Comp	135	142	6	95.60 %	1,151	1,700	549	67.69 %
1130 - Unemployment Compensation	0	100	100	0.00 %	0	1,200	1,200	0.00 %
1150 - Temporary Personnel	0	267	267	0.00 %	2,970	3,200	230	92.80 %
1160 - PERS Retirement	7,516	15,627	8,111	48.09 %	189,769	187,600	-2,169	101.16 %
1170 - Medical Insurance	11,059	11,204	145	98.71 %	118,152	134,500	16,348	87.85 %
1180 - Medical Insurance - Retirees	3,104	2,699	-405	115.00 %	34,186	32,400	-1,786	105.51 %
1190 - Workers Compensation	2,184	2,499	315	87.38 %	27,714	30,000	2,286	92.38 %
1200 - Life Insurance	145	200	55	72.66 %	1,600	2,400	800	66.69 %
1210 - Long Term Disability Insurance	466	483	17	96.42 %	5,042	5,800	758	86.94 %
1220 - Short Term Disability Insurance	93	108	16	85.43 %	1,004	1,300	296	77.26 %
1230 - Other Benefits	32	42	10	76.83 %	710	500	-210	142.08 %
1260 - Employee Assistance Program	24	50	26	47.92 %	257	600	343	42.84 %
1270 - FICA Tax Expense	47	242	195	19.40 %	3,706	2,900	-806	127.79 %
1280 - Medicare Tax Expense	1,082	1,216	134	89.00 %	13,787	14,600	813	94.43 %
1290 - Staff Development & Training	420	991	571	42.37 %	4,279	11,900	7,621	35.95 %
1300 - Conference Registration	0	117	117	0.00 %	1,177	1,400	223	84.04 %
1310 - Professional Dues	0	67	67	0.00 %	532	800	268	66.49 %
1320 - Personnel Recruitment	0	67	67	0.00 %	345	800	455	43.08 %
Total Level1: 100 - Personnel Costs:	102,123	118,253	16,130	86.36 %	1,294,525	1,419,600	125,075	91.19 %
Level1: 200 - Supplies and Services								
2000 - Board Member Compensation	756	1,516	760	49.87 %	9,990	18,200	8,210	54.89 %
2020 - Board Expenses	0	267	267	0.00 %	4,862	3,200	-1,662	151.92 %
2040 - Rent	850	883	33	96.23 %	9,357	10,600	1,243	88.28 %
2060 - Utilities	1,053	1,299	246	81.05 %	11,638	15,600	3,962	74.60 %
2120 - Insurance Expense	1,655	1,499	-156	110.39 %	19,355	18,000	-1,355	107.53 %
2130 - Membership Dues	0	908	908	0.00 %	10,179	10,900	721	93.38 %
2140 - Bank Charges	167	133	-34	125.62 %	1,868	1,600	-268	116.77 %
2150 - Office Supplies	479	675	196	70.98 %	4,957	8,100	3,143	61.20 %
2160 - Courier Expense	98	267	169	36.61 %	1,838	3,200	1,362	57.44 %
2170 - Printing/Photocopy	0	150	150	0.00 %	56	1,800	1,744	3.13 %
2180 - Postage & Shipping	200	217	17	92.34 %	2,199	2,600	401	84.57 %
2190 - IT Supplies/Services	146	3,332	3,186	4.37 %	41,900	40,000	-1,900	104.75 %
2200 - Professional Fees	6,620	11,712	5,092	56.52 %	106,577	140,600	34,023	75.80 %
2220 - Frotessional Fees  2220 - Equipment Repairs & Maintenance	0,020	250	250	0.00 %	1,572	3,000	1,428	52.41 %
2235 - Equipment Lease	407	466	59	87.32 %	5,054	5,600	546	90.25 %
2240 - Telephone	1,462	1,516	54	96.44 %	16,885	18,200	1,315	92.77 %
2260 - Facility Maintenance	1,553	1,310	-104	107.17 %	13,153	17,400	4,247	75.59 %
2270 - Facility Maintenance 2270 - Travel Expenses	853	791	-104 -61	107.17 %	3,630	9,500	4,247 5,870	38.21 %
2270 Have Expenses	0.55	791	-01	107.70 /0	3,030	3,300	3,870	JU.ZI /0

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117 Statement of Revenue Over Expense - No Decimals For Fiscal: 2017-2018 Period Ending: 05/31/2018

				Variance				Variance	
		May	May	Favorable	Percent	YTD		Favorable	Percent
Level		Activity	Budget	(Unfavorable)	Used	Activity	Total Budget	(Unfavorable)	Used
2280 - Transportation		5,549	858	-4,691	646.69 %	28,805	10,300	-18,505	279.66 %
2300 - Legal Services		4,441	10,662	6,222	41.65 %	36,484	128,000	91,516	28.50 %
2380 - Meeting Expenses		62	217	154	28.82 %	765	2,600	1,835	29.44 %
2420 - Legal Notices		0	133	133	0.00 %	54	1,600	1,546	3.38 %
2460 - Public Outreach		20	191	171	10.68 %	910	2,300	1,390	39.55 %
2480 - Miscellaneous		0	100	100	0.00 %	199	1,200	1,001	16.58 %
2500 - Tax Administration Fee		0	483	483	0.00 %	3,537	5,800	2,263	60.98 %
2900 - Operating Supplies		0	183	183	0.00 %	556	2,200	1,644	25.26 %
	Total Level1: 200 - Supplies and Services:	26,371	40,158	13,787	65.67 %	336,380	482,100	145,720	69.77 %
Level1: 300 - Other Expenses									
3000 - Project Expenses		10,742	71,699	60,956	14.98 %	398,975	861,100	462,125	46.33 %
4000 - Fixed Asset Purchases		27,516	16,443	-11,073	167.34 %	56,208	197,400	141,192	28.47 %
5500 - Election Expenses		0	233	233	0.00 %	2,745	2,800	55	98.04 %
6000 - Contingencies		0	2,499	2,499	0.00 %	0	30,000	30,000	0.00 %
6500 - Reserves		0	18,277	18,277	0.00 %	0	219,400	219,400	0.00 %
	Total Level1: 300 - Other Expenses:	38,258	109,151	70,893	35.05 %	457,928	1,310,700	852,772	34.94 %
	Total Expense:	166,752	267,563	100,810	62.32 %	2,088,833	3,212,400	1,123,567	65.02 %
	Total Revenues	290,505	267,563	22,942	-108.57 %	2,951,220	3,212,400	-261,180	-91.87 %
	Total Fund: 24 - MITIGATION FUND:	123,753	0	123,753		862,387	0	862,387	

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Statement of Revenue Over Expense - No Decimals

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For Fiscal: 2017-2018 Period Ending: 05/31/2018

				Variance				Variance	
		May	May	Favorable	Percent	YTD		Favorable	Percent
Level		Activity	Budget	(Unfavorable)	Used	Activity	<b>Total Budget</b>	(Unfavorable)	Used
Fund: 26 - CONSERVATION FUND									
Revenue									
R120 - Property Taxes Revenues		0	104,131	-104,131	0.00 %	1,310,881	1,250,000	60,881	104.87 %
R130 - User Fees		101,355	97,046	4,308	104.44 %	1,034,227	1,165,000	-130,773	88.77 %
R150 - Permit Processing Fee		19,814	14,578	5,237	135.92 %	235,471	175,000	60,471	134.55 %
R200 - Recording Fees		2,122	2,466	-344	86.04 %	21,048	29,600	-8,552	71.11 %
R210 - Legal Fees		228	1,333	-1,105	17.11 %	5,370	16,000	-10,630	33.56 %
R250 - Interest Income		504	417	88	121.01 %	9,629	5,000	4,629	192.57 %
R270 - CAW - Rebates		0	21,650	-21,650	0.00 %	281,445	260,000	21,445	108.25 %
R320 - Grants		0	18,326	-18,326	0.00 %	20,000	220,000	-200,000	9.09 %
R510 - Operating Reserve		0	200	-200	0.00 %	0	2,400	-2,400	0.00 %
	Total Revenue:	124,023	260,146	-136,124	-47.67 %	2,918,071	3,123,000	-204,929	93.44 %

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For Fiscal: 2017-2018 Period Ending: 05/31/2018

Level	May Activity	May Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
Expense	,	244801	(Cinaroradio)	••••	,	. otal Dauget	(0	-
Level1: 100 - Personnel Costs								
1100 - Salaries & Wages	47,829	53,662	5,833	89.13 %	525,664	644,200	118,536	81.60 %
1110 - Manager's Auto Allowance	92	100	8	92.34 %	785	1,200	415	65.38 %
1120 - Manager's Deferred Comp	135	142	6	95.60 %	1,151	1,700	549	67.69 %
1130 - Unemployment Compensation	0	67	67	0.00 %	0	800	800	0.00 %
1150 - Temporary Personnel	4,139	3,932	-207	105.27 %	39,266	47,200	7,934	83.19 %
1160 - PERS Retirement	4,410	8,747	4,336	50.42 %	101,967	105,000	3,033	97.11 %
1170 - Medical Insurance	6,965	7,597	632	91.68 %	75,808	91,200	15,392	83.12 %
1180 - Medical Insurance - Retirees	2,173	1,891	-282	114.90 %	23,820	22,700	-1,120	104.93 %
1190 - Workers Compensation	183	225	42	81.52 %	2,083	2,700	617	77.13 %
1200 - Life Insurance	85	100	15	85.47 %	851	1,200	349	70.92 %
1210 - Long Term Disability Insurance	291	325	34	89.43 %	3,092	3,900	808	79.27 %
1220 - Short Term Disability Insurance	58	75	17	77.04 %	614	900	286	68.27 %
1230 - Other Benefits	22	25	3	89.64 %	497	300	-197	165.76 %
1260 - Employee Assistance Program	15	33	18	45.26 %	164	400	236	41.01 %
1270 - FICA Tax Expense	33	83	50	39.39 %	434	1,000	566	43.36 %
1280 - Medicare Tax Expense	690	800	109	86.32 %	7,886	9,600	1,714	82.15 %
1290 - Staff Development & Training	1,008	1,191	184	84.59 %	4,804	14,300	9,496	33.60 %
1300 - Conference Registration	0	67	67	0.00 %	1,454	800	-654	181.70 %
1310 - Professional Dues	0	125	125	0.00 %	763	1,500	737	50.90 %
1320 - Personnel Recruitment	0	50	50	0.00 %	273	600	327	45.46 %
Total Level1: 100 - Personnel Costs:	68,128	79,235	11,107	85.98 %	791,375	951,200	159,825	83.20 %
Level1: 200 - Supplies and Services								
2000 - Board Member Compensation	529	1,058	529	50.02 %	6,993	12,700	5,707	55.06 %
2020 - Board Expenses	0	183	183	0.00 %	3,403	2,200	-1,203	154.69 %
2040 - Rent	229	233	4	98.20 %	2,527	2,800	273	90.25 %
2060 - Utilities	715	883	168	81.00 %	7,328	10,600	3,272	69.13 %
2120 - Insurance Expense	1,159	1,050	-109	110.39 %	13,549	12,600	-949	107.53 %
2130 - Membership Dues	0	1,250	1,250	0.00 %	12,980	15,000	2,021	86.53 %
2140 - Bank Charges	117	92	-26	127.88 %	1,135	1,100	-35	103.14 %
2150 - Office Supplies	335	491	156	68.21 %	3,759	5,900	2,141	63.72 %
2160 - Courier Expense	68	192	123	35.66 %	1,326	2,300	974	57.64 %
2170 - Printing/Photocopy	0	508	508	0.00 %	39	6,100	6,061	0.65 %
2180 - Postage & Shipping	140	142	2	98.86 %	1,449	1,700	251	85.23 %
2190 - IT Supplies/Services	102	2,332	2,230	4.37 %	28,949	28,000	-949	103.39 %
2200 - Professional Fees	4,634	8,197	3,563	56.53 %	74,527	98,400	23,873	75.74 %
2220 - Equipment Repairs & Maintenance	0	175	175	0.00 %	1,101	2,100	999	52.41 %
2235 - Equipment Lease	227	325	98	69.98 %	2,855	3,900	1,045	73.22 %
2240 - Telephone	922	1,016	95	90.70 %	11,016	12,200	1,184	90.29 %
2260 - Facility Maintenance	1,087	933	-154	116.54 %	8,983	11,200	2,217	80.21 %
2270 - Travel Expenses	982	1,416	434	69.33 %	5,335	17,000	11,665	31.38 %

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120 Statement of Revenue Over Expense - No Decimals For Fiscal: 2017-2018 Period Ending: 05/31/2018

			Variance				Variance	
	May	May	Favorable	Percent	YTD		Favorable	Percent
Level	Activity	Budget	(Unfavorable)	Used	Activity	Total Budget	(Unfavorable)	Used
2280 - Transportation	144	500	356	28.85 %	732	6,000	5,268	12.20 %
2300 - Legal Services	3,233	5,998	2,765	53.91 %	30,143	72,000	41,857	41.87 %
2380 - Meeting Expenses	44	183	140	23.85 %	607	2,200	1,593	27.59 %
2420 - Legal Notices	0	58	58	0.00 %	38	700	662	5.40 %
2460 - Public Outreach	23	133	110	17.24 %	848	1,600	752	53.03 %
2480 - Miscellaneous	0	67	67	0.00 %	139	800	661	17.41 %
2500 - Tax Administration Fee	0	475	475	0.00 %	8,843	5,700	-3,143	155.14 %
2900 - Operating Supplies	1,197	1,266	69	94.52 %	11,643	15,200	3,557	76.60 %
Total Level1: 200 - Supplies and Services:	15,887	29,155	13,267	54.49 %	240,247	350,000	109,753	68.64 %
Level1: 300 - Other Expenses								
3000 - Project Expenses	99,997	104,386	4,389	95.80 %	614,977	1,253,100	638,123	49.08 %
4000 - Fixed Asset Purchases	79,548	42,150	-37,398	188.73 %	199,983	506,000	306,017	39.52 %
5500 - Election Expenses	0	167	167	0.00 %	1,922	2,000	78	96.08 %
6000 - Contingencies	0	1,749	1,749	0.00 %	0	21,000	21,000	0.00 %
6500 - Reserves	0	3,305	3,305	0.00 %	0	39,700	39,700	0.00 %
Total Level1: 300 - Other Expenses:	179,545	151,757	-27,789	118.31 %	816,882	1,821,800	1,004,918	44.84 %
Total Expense:	263,561	260,146	-3,415	101.31 %	1,848,503	3,123,000	1,274,497	59.19 %
Total Revenues	124,023	260,146	-136,124	-47.67 %	2,918,071	3,123,000	-204,929	-93.44 %
Total Fund: 26 - CONSERVATION FUND:	-139,539	0	-139,539		1,069,568	0	1,069,568	

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For Fiscal: 2017-2018 Period Ending: 05/31/2018

		Variance						Variance	
		May	May	Favorable	Percent	YTD		Favorable	Percent
Level		Activity	Budget	(Unfavorable)	Used	Activity	<b>Total Budget</b>	(Unfavorable)	Used
Fund: 35 - WATER SUPPLY FUND									
Revenue									
R100 - Water Supply Charge		0	283,220	-283,220	0.00 %	3,347,036	3,400,000	-52,964	98.44 %
R120 - Property Taxes Revenues		0	-1	1	0.00 %	0	0	0	0.00 %
R130 - User Fees		50,713	48,083	2,629	105.47 %	632,601	577,000	55,601	109.64 %
R140 - Connection Charges		34,559	24,992	9,567	138.28 %	498,677	300,000	198,677	166.23 %
R220 - Copy Fee		0	0	0	0.00 %	99	0	99	0.00 %
R230 - Miscellaneous - Other		261	833	-572	31.29 %	2,159	10,000	-7,841	21.59 %
R250 - Interest Income		2,636	1,666	970	158.20 %	15,387	20,000	-4,613	76.93 %
R260 - CAW - ASR		0	52,929	-52,929	0.00 %	0	635,400	-635,400	0.00 %
R265 - CAW - Los Padres Reimbursement		260,893	54,983	205,910	474.50 %	260,893	660,000	-399,107	39.53 %
R290 - CAW - Miscellaneous		0	6,074	-6,074	0.00 %	0	72,900	-72,900	0.00 %
R300 - Watermaster		0	6,214	-6,214	0.00 %	41,133	74,600	-33,467	55.14 %
R308 - Reclamation Project		0	1,666	-1,666	0.00 %	0	20,000	-20,000	0.00 %
R309 - GWR Project Reimbursements		0	342,708	-342,708	0.00 %	4,112,541	4,112,500	41	100.00 %
R310 - Other Reimbursements		0	83	-83	0.00 %	0	1,000	-1,000	0.00 %
R320 - Grants		0	6,664	-6,664	0.00 %	0	80,000	-80,000	0.00 %
R510 - Operating Reserve		0	62,392	-62,392	0.00 %	0	749,000	-749,000	0.00 %
	Total Revenue:	349,061	892,506	-543,446	-39.11 %	8,910,526	10,712,400	-1,801,874	83.18 %

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For Fiscal: 2017-2018 Period Ending: 05/31/2018

	Variance						Variance	
	May	May	Favorable	Percent	YTD		Favorable	Percent
Level	Activity	Budget	(Unfavorable)	Used	Activity	<b>Total Budget</b>	(Unfavorable)	Used
Expense								
Level1: 100 - Personnel Costs								
1100 - Salaries & Wages	72,657	72,721	64	99.91 %	810,532	873,000	62,468	92.84 %
1110 - Manager's Auto Allowance	277	300	23	92.34 %	2,354	3,600	1,246	65.38 %
1120 - Manager's Deferred Comp	406	417	10	97.52 %	3,452	5,000	1,548	69.05 %
1130 - Unemployment Compensation	0	83	83	0.00 %	0	1,000	1,000	0.00 %
1150 - Temporary Personnel	0	217	217	0.00 %	2,376	2,600	224	91.37 %
1160 - PERS Retirement	7,193	13,070	5,877	55.04 %	165,790	156,900	-8,890	105.67 %
1170 - Medical Insurance	9,181	8,730	-451	105.17 %	99,675	104,800	5,125	95.11 %
1180 - Medical Insurance - Retirees	2,483	2,157	-326	115.09 %	27,230	25,900	-1,330	105.13 %
1190 - Workers Compensation	1,384	1,516	132	91.28 %	15,863	18,200	2,337	87.16 %
1200 - Life Insurance	123	150	27	81.90 %	1,212	1,800	588	67.31 %
1210 - Long Term Disability Insurance	404	392	-13	103.27 %	4,354	4,700	346	92.64 %
1220 - Short Term Disability Insurance	80	92	12	87.43 %	863	1,100	237	78.47 %
1230 - Other Benefits	26	33	8	76.83 %	619	400	-219	154.71 %
1260 - Employee Assistance Program	20	42	22	47.35 %	213	500	287	42.69 %
1270 - FICA Tax Expense	38	242	204	15.52 %	768	2,900	2,132	26.50 %
1280 - Medicare Tax Expense	948	1,091	143	86.86 %	11,243	13,100	1,857	85.82 %
1290 - Staff Development & Training	5	891	887	0.54 %	1,445	10,700	9,256	13.50 %
1300 - Conference Registration	0	100	100	0.00 %	941	1,200	259	78.44 %
1310 - Professional Dues	338	67	-271	506.45 %	417	800	383	52.11 %
1320 - Personnel Recruitment	0	50	50	0.00 %	77	600	523	12.91 %
Total Level1: 100 - Personnel Costs:	95,562	102,359	6,798	93.36 %	1,149,425	1,228,800	79,375	93.54 %
Level1: 200 - Supplies and Services								
2000 - Board Member Compensation	605	1,208	603	50.07 %	7,992	14,500	6,508	55.12 %
2020 - Board Expenses	0	217	217	0.00 %	3,889	2,600	-1,289	149.59 %
2040 - Rent	784	816	32	96.07 %	8,635	9,800	1,165	88.12 %
2060 - Utilities	849	1,050	201	80.88 %	9,378	12,600	3,222	74.43 %
2120 - Insurance Expense	1,324	1,200	-125	110.39 %	15,484	14,400	-1,084	107.53 %
2130 - Membership Dues	0	725	725	0.00 %	8,139	8,700	561	93.55 %
2140 - Bank Charges	134	108	-26	123.68 %	1,443	1,300	-143	111.00 %
2150 - Office Supplies	383	550	167	69.69 %	3,979	6,600	2,621	60.29 %
2160 - Courier Expense	78	217	139	36.05 %	1,431	2,600	1,169	55.05 %
2170 - Printing/Photocopy	0	125	125	0.00 %	394	1,500	1,106	26.26 %
2180 - Postage & Shipping	160	175	15	91.47 %	1,680	2,100	420	80.00 %
2190 - IT Supplies/Services	116	2,666	2,549	4.37 %	35,986	32,000	-3,986	112.46 %
2200 - Professional Fees	5,296	9,371	4,075	56.51 %	88,178	112,500	24,322	78.38 %
2220 - Equipment Repairs & Maintenance	0	200	200	0.00 %	1,258	2,400	1,142	52.41 %
2235 - Equipment Lease	313	375	62	83.39 %	3,844	4,500	656	85.42 %
2240 - Telephone	1,133	1,266	133	89.51 %	12,139	15,200	3,061	79.86 %
2260 - Facility Maintenance	1,243	1,183	-60	105.05 %	10,370	14,200	3,830	73.03 %
2270 - Travel Expenses	1,451	675	-776	215.02 %	8,415	8,100	-315	103.89 %
J // draft Expenses	_,¬>_	0,3	,,,		0,413	0,100	313	100.00 /0

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For Fiscal: 2017-2018 Period Ending: 05/31/2018

		Mari	Mari	Variance Favorable	Davasus	YTD		Variance Favorable	Percent
Level		May Activity	May Budget	(Unfavorable)	Percent Used	Activity	Total Budget	(Unfavorable)	Used
2280 - Transportation		1,155	858	-297	134.64 %	2,084	10,300	8,216	20.24 %
2300 - Legal Services		17,672	16,660	-1,012	106.07 %	225,698	200,000	-25,698	112.85 %
2380 - Meeting Expenses		50	175	125	28.55 %	652	2,100	1,448	31.07 %
2420 - Legal Notices		0	117	117	0.00 %	43	1,400	1,357	3.09 %
2460 - Public Outreach		32	150	118	21.18 %	910	1,800	890	50.56 %
2480 - Miscellaneous		0	83	83	0.00 %	178	1,000	822	17.81 %
2500 - Tax Administration Fee		0	708	708	0.00 %	8,347	8,500	153	98.20 %
2900 - Operating Supplies		0	150	150	0.00 %	389	1,800	1,411	21.60 %
Total Level1: 200 - Supp	plies and Services:	32,778	41,025	8,247	79.90 %	460,938	492,500	31,562	93.59 %
Level1: 300 - Other Expenses									
3000 - Project Expenses		124,602	300,675	176,073	41.44 %	1,468,336	3,609,500	2,141,164	40.68 %
4000 - Fixed Asset Purchases		25,053	13,661	-11,391	183.39 %	53,066	164,000	110,934	32.36 %
5000 - Debt Service		65,164	19,159	-46,005	340.12 %	132,183	230,000	97,817	57.47 %
5500 - Election Expenses		0	183	183	0.00 %	2,196	2,200	4	99.82 %
6000 - Contingencies		0	1,999	1,999	0.00 %	0	24,000	24,000	0.00 %
6500 - Reserves		0	413,444	413,444	0.00 %	0	4,961,400	4,961,400	0.00 %
Total Level1: 300	- Other Expenses:	214,819	749,122	534,303	28.68 %	1,655,781	8,991,100	7,335,319	18.42 %
	Total Expense:	343,158	892,506	549,348	38.45 %	3,266,143	10,712,400	7,446,257	30.49 %
	Total Revenues	349,061	892,506	-543,446	-39.11 %	8,910,526	10,712,400	-1,801,874	-83.18 %
Total Fund: 35 - WAT	TER SUPPLY FUND:	5,902	0	5,902		5,644,383	0	5,644,383	
	Report Total:	-9,884	0	-9,884		7,576,337	0	7,576,337	

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Statement of Revenue Over Expense - No Decimals

For Fiscal: 2017-2018 Period Ending: 05/31/2018

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### **Fund Summary**

			Variance				Variance	
	May	May	Favorable	Percent	YTD		Favorable	Percent
Fund	Activity	Budget	(Unfavorable)	Used	Activity	<b>Total Budget</b>	(Unfavorable)	Used
24 - MITIGATION FUND	123,753	0	123,753		862,387	0	862,387	
26 - CONSERVATION FUND	-139,539	0	-139,539		1,069,568	0	1,069,568	
35 - WATER SUPPLY FUND	5,902	0	5,902		5,644,383	0	5,644,383	
Report Total:	-9,884	0.02	-9,884		7,576,337	0	7,576,337	

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This meeting has been noticed according to the Brown Act rules. The Board of Directors meets regularly on the third Monday of each month, except in January, February. The meetings begin at 7:00 PM.



DRAFT AGENDA (Current 7/3/18)

**Regular Meeting Board of Directors Monterey Peninsula Water Management District** \*\*\*\*\*\*

> Monday, July 16, 2018 6:30 pm Closed Session 7:00 pm Regular Meeting

Conference Room, Monterey Peninsula Water Management District 5 Harris Court, Building G, Monterey, CA

Staff notes will be available on the District web site at http://www.mpwmd.net/who-we-are/board-of-directors/bod-meeting-agendas-calendar/ by 5 PM on Friday, July 13, 2018

The meeting will be televised on Comcast Channels 25 & 28. Refer to broadcast schedule on page 3.

#### 6:30 PM - Closed Session

As permitted by Government Code Section 54956 et seq., the Board may adjourn to closed or executive session to consider specific matters dealing with pending or threatened litigation, certain personnel matters, or certain property acquisition matters.

- 1. Public Comment – Members of the public may address the Board on the item or items listed on the Closed Session agenda.
- 2. **Adjourn to Closed Session**
- 3. Conference with Legal Counsel – Existing Litigation (Gov Code 54956.9 (a)) Application of California American Water to CPUC (No. 12-04-019) - Monterey Peninsula Water Supply Project
- 4. Adjourn to 7 pm Session

#### 7:00 PM – Regular Meeting

#### CALL TO ORDER/ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### **Board of Directors**

Andrew Clarke, Chair - Division 2 Ralph Rubio, Vice Chair - Mayoral Representative Brenda Lewis - Division 1 Molly Evans – Division 3 Jeanne Byrne - Division 4 Robert S. Brower, Sr. – Division 5 Mary Adams, Monterey County Board of Supervisors Representative

**General Manager** 

David J. Stoldt

This agenda was posted at the District office at 5 Harris Court, Bldg. G \_\_. Staff reports regarding these agenda items will be available for public review on \_\_\_\_\_, at the District office and at the Carmel, Carmel Valley, Monterey, Pacific Grove and Seaside libraries. After staff reports have been distributed, if additional documents are produced by the District and provided to a majority of the Board regarding any item on the agenda, they will be available at the District office during normal business hours, and posted on the District website at www.mpwmd.net/who-we-are/board-of-directors/bod-meeting-agendascalendar/. Documents distributed at the meeting will be made available in the same manner. The next regular meeting of the Board of Directors is scheduled for August 20, 2018 at 7 pm.

**ADDITIONS AND CORRECTIONS TO AGENDA** - The Clerk of the Board will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

**ORAL COMMUNICATIONS** - Anyone wishing to address the Board on Consent Calendar, Information Items, Closed Session items, or matters not listed on the agenda may do so only during Oral Communications. Please limit your comment to three (3) minutes. The public may comment on all other items at the time they are presented to the Board.

**CONSENT CALENDAR:** The Consent Calendar consists of routine items for which staff has prepared a recommendation. Approval of the Consent Calendar ratifies the staff recommendation. Consent Calendar items may be pulled for separate consideration at the request of a member of the public, or a member of the Board. Following adoption of the remaining Consent Calendar items, staff will give a brief presentation on the pulled item. Members of the public are requested to limit individual comment on pulled Consent Items to three (3) minutes. Unless noted with double asterisks "\*\*", Consent Calendar items do not constitute a project as defined by CEQA Guidelines section 15378.

- 1. Consider Adoption of Minutes of the June 18, 2018 Regular Board Meetings
- 2. Consider Approval of Amendment to License Agreement with California American Water for the Sleepy Hollow Steelhead Facility Upgrade
- 3. \*\*Consider Expenditure to Contract for Construction and Related Services to Complete the Carmel River Bank Stabilization at Rancho San Carlos Road Project (CEQA: An Addendum for this project was approved by the Board on March 19, 2018.)
- 4. Consider Contract with Pueblo Water Resources to Provide Aquifer Storage and Recovery Operational Support
- 5. Consider Authorizing Monterey Bay Analytical Services to Provide Laboratory Support for Watermaster Water Quality Monitoring
- 6. Consider Authorizing Monterey Bay Analytical Services to Provide Laboratory Support for Aquifer Storage and Recovery Operations
- 7. Consider Expenditure to Contract with Normandeau Associates, Inc. for Carmel River IFIM for IFIM Model Support
- 8. Receive Draft Water Year 2017 Aquifer Storage and Recovery Project Summary of Operations Report
- 9. Consider Adoption of Treasurer's Report for May 2018

#### GENERAL MANAGER'S REPORT

10. Status Report on California American Water Compliance with State Water Resources Control Board Order 2016-0016 and Seaside Groundwater Basin Adjudication Decision

#### ATTORNEY'S REPORT

11. Report on 6:30 pm Closed Session of the Board

# DIRECTORS' REPORTS (INCLUDING AB 1234 REPORTS ON TRIPS, CONFERENCE ATTENDANCE AND MEETINGS)

12. Oral Reports on Activities of County, Cities, Other Agencies/Committees/Associations

**PUBLIC HEARINGS** – Public comment will be received on each of these items. Please limit your comment to three (3) minutes per item.

- 13. First Reading of Ordinance No. 179 Clean Up Ordinance ....... (CEQA: Action:
- 14. Consider Certification of Initial Study/Mitigated Negative Declaration and Addendum for Los Padres Dam Gravel Augmentation Program Including Adoption of CEQA Findings and Mitigation Measures (CEQA:

  \*\*Action:\*



- 15. Consider Approval of a CEQA Addendum to the Mitigated Negative Declaration for the Sleepy Hollow Steelhead Rearing Facility Upgrade (CEQA: Approve Addendum to the Mitigated Negative Declaration for the Sleepy Hollow Steelhead Rearing Facility Raw Water Intake and Water Supply System Upgrade Under CEQA Guideline Sections 15162 and 15164) Action:
- 16. Consider Approval of a CEQA Addendum to the Phase I Aquifer Storage and Recovery Project Expansion (CEQA:

  Action:
- 17. Consider Declaring Monterey County Zoning Ordinance Inapplicable to the Sleepy Hollow Steelhead Rearing Facility Upgrade (CEQA: Action:

**ACTION ITEMS** – Public comment will be received on each of these items. Please limit your comment to three (3) minutes per item.

- 18. Consider Expenditure to Contract for Construction and Related Services to Complete the Sleepy Hollow Steelhead Rearing Facility Raw Water Intake and Water Supply System Upgrade Project (CEQA: The Mitigated Negated Declaration for this project was approved by the Board on November 14, 2016.)

  Action:
- 19. Consider Expenditure for the Santa Margarita Backflush Basin Expansion Project Construction and Support Services (CEQA: Action:

**INFORMATIONAL ITEMS/STAFF REPORTS** - The public may address the Board on Information Items and Staff Reports during the Oral Communications portion of the meeting. Please limit your comments to three minutes.

- 20. Letters Received
- 21. Committee Reports
- 22. Monthly Allocation Report
- 23. Quarterly Water Use Credit Transfer Status Report
- 24. Water Conservation Program Report
- 25. Carmel River Fishery Report
- 26. Quarterly Carmel River Riparian Corridor Management Program Report
- 27. Monthly Water Supply and California American Water Production Report

#### ADJOURNMENT

Board Meeting Broadcast Schedule – Comcast Channels 25 & 28						
View Live Webcast at Ampmedia.org						
Ch. 25, Mondays, 7 PM	Monterey, Del Rey Oaks, Pacific Grove, Sand City, Seaside					
Ch. 25, Mondays, 7 PM	Carmel, Carmel Valley, Del Rey Oaks, Monterey, Pacific Grove,					
	Pebble Beach, Sand City, Seaside					
Ch. 28, Mondays, 7 PM	Carmel, Carmel Valley, Del Rey Oaks, Monterey, Pacific Grove,					
	Pebble Beach, Sand City, Seaside					
Ch. 28, Fridays, 9 AM	Carmel, Carmel Valley, Del Rey Oaks, Monterey, Pacific Grove,					
	Pebble Beach, Sand City, Seaside					



Upcoming Board Meetings								
Monday, August 20, 2018	Regular Board Meeting	7:00 pm	District conference room					
Monday, September 17, 2018	Regular Board Meeting	7:00 pm	District conference room					
Monday, October 15, 2018	Regular Board Meeting	7:00 pm	District conference room					

Upon request, MPWMD will make a reasonable effort to provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. MPWMD will also make a reasonable effort to provide translation services upon request. Please submit a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service by 5:00 PM on Thursday, July 12, 2018. Requests should be sent to the Board Secretary, MPWMD, P.O. Box 85, Monterey, CA, 93942. You may also fax your request to the Administrative Services Division at 831-644-9560, or call 831-658-5600.

