



This meeting has been noticed according to the Brown Act rules. This agenda was posted on Thursday, August 9, 2021

Administrative Committee Members:

Karen Paull, Chair
Amy Anderson
Safwat Malek

Alternate:

Alvin Edwards

Staff Contact:

Suresh Prasad
Sara Reyes

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 www.mpwmd.net. Documents distributed at the meeting will be made available in the same manner.

AGENDA

**Administrative Committee
of the Monterey Peninsula Water Management District**

Monday, August 9, 2021, 2:00 PM, Virtual Meeting

Pursuant to Governor Newsom's Executive Orders N-29-20 and N-33-20, and to do all we can to help slow the spread of COVID-19 (coronavirus), meetings of the Monterey Peninsula Water Management District Board of Directors and committees will be conducted with virtual (electronic) participation only using Zoom.

Join the meeting at:

<https://us06web.zoom.us/j/85802053995?pwd=RURBUC9vMVQwNkRwNGVoa0dnc0N3dz09>

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Webinar ID: 858 0205 3995

Meeting password: 08092021

Participate by phone: (669) 900-9128

For detailed instructions on connecting to the Zoom meeting see page 2 of this agenda.

Call to Order/Roll Call

Additions / Corrections to Agenda

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

Action Items – *Public comment will be received. Please limit your comments to three (3) minutes per item.*

1. Consider Adoption of July 12, 2021, Committee Meeting Minutes
2. Consider Expenditure of Funds for Consultant Services for Upgrades at the Sleepy Hollow Steelhead Rearing Facility
3. Consider Purchase of Spare Replacement Parts for Sleepy Hollow Steelhead Rearing Facility UV Unit
4. Consider Adoption of Resolution No. 2021-11 – Amending Fees and Charges Table – Rule 60
5. Consider Recommending Approval of the Watermaster Master Service Agreement

Informational Items - *Public comment will be received. Please limit your comments to three (3) minutes per item.*

None

Discussion/Other Items - *Public comment will be received. Please limit your comment to three (3) minutes per item.*

6. Review Draft August 16, 2021 Board Meeting Agenda

Suggest Items to be Placed on Future Agendas

Adjournment

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. Submit requests by noon on Friday, August 6, 2021 to sara@mpwmd.net or call 831-658-5610. Additionally, requests can be sent to Joel Pablo at joel@mpwmd.net or 831-658-5652.

Instructions for Connecting to the Zoom Meeting

NOTE: If you have not used Zoom previously, when you begin connecting to the meeting you may be asked to download the app. If you do not have a computer, you can participate by phone.

Begin: Within 10 minutes of the meeting start time from your computer click on this link: <https://us06web.zoom.us/j/85802053995?pwd=RURBUC9vMVQwNkRwNGVoa0duc0N3dz09> or paste the link into your browser.

DETERMINE WHICH DEVICE YOU WILL BE USING (PROCEED WITH ONE OF THE FOLLOWING INSTRUCTIONS)

USING A DESKTOP COMPUTER OR LAPTOP

1. In a web browser, type: <https://www.zoom.us>
2. Hit the enter key
3. At the top right-hand corner, click on “Join a Meeting”
4. Where it says “Meeting ID”, type in the Meeting ID# above and click “Join Meeting”
5. Your computer will begin downloading the Zoom application. Once downloaded, click “Run” and the application should automatically pop up on your computer. (If you are having trouble downloading, alternatively you can connect through a web browser – the same steps below will apply).
6. You will then be asked to input your name. It is imperative that you put in your first and last name, as participants and attendees should be able to easily identify who is communicating during the meeting.
7. From there, you will be asked to choose either ONE of two audio options: Phone Call or Computer Audio:

COMPUTER AUDIO

1. If you have built in computer audio settings or external video settings – please click “Test Speaker and Microphone”.
2. The client will first ask “Do you hear a ringtone?” •If no, please select “Join Audio by Phone”.
•If yes, proceed with the next question:
3. The client will then ask “Speak and pause, do you hear a replay?” •If no, please select “Join Audio by Phone”.
•If yes, please proceed by clicking “Join with Computer Audio”

PHONE CALL

1. If you do not have built in computer audio settings or external video settings – please click “Phone Call”
2. Dial one of the numbers listed below using a phone. Select a phone number based on your current location for better overall call quality.

+1 669-900-9128 (San Jose, CA)

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3. Once connected, it will ask you to enter the Webinar ID No. and press the pound key.
4. It will then ask you to enter your participant ID number and press the pound key.
5. You are now connected to the meeting.

USING AN APPLE/ANDROID MOBILE DEVICE OR SMART PHONE

1. Download the Zoom application through the Apple Store or Google Play Store (the application is free).
2. Once download is complete, open the Zoom app.
3. Tap "Join a Meeting"
4. Enter the Meeting ID number
5. Enter your name. It is imperative that you put in your first and last name, as participants and attendees should be able to easily identify who is communicating during the meeting.
6. Tap "Join Meeting"
7. Tap "Join Audio" on the bottom left hand corner of your device
8. You may select either ONE of two options: "Call via Device Audio" or "Dial in"

DIAL IN

1. If you select "Dial in", you will be prompted to select a toll-free number to call into.
2. You may select any of the numbers listed below:

+1 669-900-9128 (San Jose, CA)

+1 253-215-8782 (Houston, TX)

+1 346-248-7799 (Chicago, IL)

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+1 312-626-6799 (Seattle, WA)

+1 646-558-8656 (Maryland)

3. The phone will automatically dial the number and input the Webinar Meeting ID No. and your Password.
4. Do not hang up the call, and return to the Zoom app
5. You are now connected to the meeting.

Presenting Public Comment

Receipt of Public Comment – the Chair will ask for comments from the public on all items. Limit your comment to 3 minutes.

- (a) Computer Audio Connection: Select the "raised hand" icon. When you are called on to speak, please identify yourself.
- (b) Phone audio connection **with** computer to view meeting: Select the "raised hand" icon. When you are called on to speak, press *6 to unmute yourself and please identify yourself.
- (c) Phone audio connection only: Press *9. Wait for the clerk to unmute your phone and then identify yourself and provide your comment. Press *9 to end the call.

Submit Written Comments

If you are unable to participate via telephone or computer to present oral comments, you may also submit your comments by e-mailing them to comments@mpwmd.net with one of the following subject lines "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "COMMENTS FROM THE PUBIC". Comments must be received by noon on Monday, August 9, 2021. Comments submitted **by noon** will be provided to the committee members and compiled as part of the record of the meeting.

ADMINISTRATIVE COMMITTEE

1. CONSIDER ADOPTION OF JULY 12, 2021 COMMITTEE MEETING MINUTES

Meeting Date: August 9, 2021

From: David J. Stoldt,
General Manager

Prepared By: Sara Reyes

SUMMARY: Draft minutes of the July 12, 2021 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 July 12, 2021 Committee Meeting



EXHIBIT 1-A

DRAFT MINUTES Monterey Peninsula Water Management District Administrative Committee July 12, 2021

Call to Order

The virtual meeting was called to order at 2:00 PM via Zoom.

Committee members present: Karen Paull, Chair
Amy Anderson
Safwat Malek

Committee members absent: None

District staff members present: David Stoldt, General Manager
Suresh Prasad, Administrative Services Manager/Chief Financial Officer
Thomas Christensen, Environmental Resources Manager
Larry Hampson, District Engineer
Jonathan Lear, Water Resources Manager
Maureen Hamilton, Water Resources Engineer
Stephanie Locke, Water Demand Manager
Sara Reyes, Sr. Office Specialist

District Counsel present: David Laredo, Esq. with De Lay and Laredo

Additions / Corrections to Agenda: Suresh Prasad reported Item 3 - Consider Expenditure of Funds for Consultant Services for Upgrades at the Sleepy Hollow Steelhead Rearing Facility will be rescheduled for the August Administrative Committee and Board meetings.

Comments from the Public: None

Items on Board Agenda for July 12, 2021

1. **Consider Adoption of June 14, 2021 Administrative Committee Meeting Minutes**
On a motion by Paull and second by Anderson, the minutes of the June 14, 2021, meeting were approved on a roll call vote of 3 – 0 by Malek, Anderson and Paull.
2. **Consider Expenditure of Funds for Consultant Services for Sleepy Hollow Steelhead Rearing Facility Monitoring and Control Systems**
On a motion by Paull and second by Anderson, the committee voted to recommend that the Board authorize the General Manager to enter into an agreement with Telemetrix, Inc. for consultant services in an amount not-to-exceed \$17940. The motion was approved by a roll call vote of 3 – 0 by Malek, Paull and Anderson.

3. Consider Expenditure of Funds for Consultant Services for Upgrades at the Sleepy Hollow Steelhead Rearing Facility

Suresh Prasad reported this item will be presented in August 2021 to the Administrative Committee and Board.

4. Consider Recommending Authorization of a Contract for Landscape Design Services at the Santa Margarita Facility

On a motion by Paull and second by Malek, the committee voted to recommend that the Board authorize the General Manager to enter into a contract with Ecological Concerns Incorporated in the amount of \$19,120 with a 15% contingency for a total not-to-exceed amount of \$21,988. The motion was approved by a roll call vote of 3 – 0 by Anderson, Malek and Paull.

5. Consider Converting the Hydrology Technician Position to an Assistant Hydrologist Position

On a motion by Paull and second by Anderson, the committee voted to recommend the Board authorize the General Manager to convert the Hydrology Technician Position to a Hydrologist Position at Range 30. The motion was approved by a roll call vote of 3 – 0 by Malek, Paull and Anderson.

Public Comment: John Tilley cautioned staff to not refer to age and health of current employees when asking for internal staffing changes.

6. Consider Expenditure of Budgeted Funds for Water Conservation Outreach Supplies

On a motion by Paull and second by Anderson, the committee voted to recommend that the Board approve the expenditure of budgeted funds to renew supplies of conservation items for outreach events. The motion was approved by a roll call vote of 3 – 0 by Malek, Paull and Anderson.

7. Consider Adoption of Treasurer’s Report for May 2021

On a motion by Paull and second by Anderson, the committee voted to recommend that the Board adopt the May 2021 Treasurer’s Report and financial statements, and ratification of the disbursements made during the month. The motion was approved by a roll call vote of 3 – 0 by Malek, Paull and Anderson.

8. Report on Activity/Progress on Contracts Over \$25,000

This item was presented as information to the committee. No action was required or taken by the committee.

9. Status Report on Measure J/Rule 19.8 Phase II Spending

This item was presented as information to the committee. No action was required or taken by the committee.

10. Semi-Annual Financial Report on the CAWD/PBCSD Wastewater Reclamation Project

This item was presented as information to the committee. No action was required or taken by the committee.

11. Review Draft July 19, 2021 Board Meeting Agenda

General Manager Stoldt reported that an additional item will be added to the Consent Calendar titled *Consider Approval of 2021 Annual Memorandum of Agreement for Releases from Los Padres Reservoir Among California American Water, California Department of Fish and Wildlife, and Monterey Peninsula Water Management District*. No changes were made by the committee.

Suggest Items to be Placed on Future Agendas

No items were presented.

Adjournment

The meeting adjourned at 3:04 PM.

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ADMINISTRATIVE COMMITTEE

2. CONSIDER EXPENDITURE OF FUNDS FOR CONSULTANT SERVICES FOR UPGRADES AT THE SLEEPY HOLLOW STEELHEAD REARING FACILITY

Meeting Date:	August 9, 2021	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Protect Environmental Quality 2-3-1-O
Prepared By:	Thomas Christensen and Larry Hampson	Cost Estimate:	\$ 67,500

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on August 9, 2021 and recommended _____.

CEQA Compliance: Exempt under §15262.

SUMMARY: Staff proposes to retain Tetra Tech to assist with preparation of plans, specifications, and a cost estimate for completing maintenance work to the Sleepy Hollow Steelhead Rearing Facility (SHSRF or Facility). Although recent upgrades were completed to improve the reliability and quality of the water supply for the facility, other portions of the facility including the rearing channel liner, quarantine tanks, and refrigeration systems have reached their end-of-life cycles and need maintenance and upgrades.

Staff requested proposals from four consulting firms. Two (Tetra Tech and Harris and Associates) responded with proposals (**Exhibits 2-A and 2-B**). Both consulting firms have the needed expertise and understanding of services required and provided similar scopes of work. Tetra Tech has considerable experience with design and construction at the Facility and their proposal was about \$34,000 less than the Harris and Associates proposal.

Tetra Tech proposal is a lump sum, percentage of effort (i.e., each task would be billed on a percentage completed up to 100% for each item).

RECOMMENDATION: The Administrative Committee should recommend that the Board authorize the General Manager to enter into an agreement with Tetra Tech for consultant services in an amount not-to-exceed \$61,338 and approve a 10% contingency (approximately \$6,100) for additional consultant work.

DISCUSSION: The Sleepy Hollow Steelhead Rearing Facility was constructed in 1996 and was intended at the time to be a short-term mitigation activity for impacts to Carmel River steelhead from diverting Carmel River flows until a new water supply was built. Recent upgrades to the facility were designed to improve the reliability and quality of the water supply after the removal of San Clemente Dam led to an increase in fine sediment in the Facility's water supply. However, the upgrades did not address other components at the facility that have reached or exceeded their

life expectancy.

Staff proposes to carry out replacement of portions of the Hypalon liner used to prevent water from leaking out of the rearing channel. The liner, which has a life expectancy of less than 20 years, has deteriorated, leaks in several areas, and needs replacement.¹

While the entire liner should eventually be replaced, staff is proposing to replace only the liner in 16 of the 17 pools in the rearing channel (one pool liner was recently replaced). Cobbles originally installed in the pools in 1996 to mimic natural habitat have been removed, which simplifies the removal of the existing liner and reinstallation of a new liner. Work to replace this portion of the liner would be carried out in the winter of 2021-22. Staff may replace the liner in the remainder of the channel as a separate project in the future.

In addition to the channel work proposed for the upcoming winter, five fiberglass tanks used for quarantine purposes are cracked and/or the bases supporting the tanks are deteriorating. These would be replaced and refrigeration units for the tanks would be removed and replaced. The existing chillers are more than 20 years old and chiller technology has advanced significantly since the original installation. New chiller technology includes the use of variable-speed drives, an evolution in control hardware, software, and sensors that have led to improvements in industrial chiller reliability, accuracy, and energy efficiency. Staff is also considering centralization of refrigeration into one unit that can quickly cool individual tanks or be used to cool specific portions of the rearing channel when water temperatures are too high.

Project construction work, which will be subject to future bid processes, consists of:

Rearing channel pool maintenance (16 total):

- Remove existing Hypalon liner in each pool
- Excavate and dispose on site of approximately 6 inches of native material under the pools
- Shape pool to drain
- Pour steel reinforced waterproof concrete slab (e.g., add Xypex to the concrete mix); integrate into existing rearing channel concrete walls; work would require inspection for rebar and concrete testing (minimum 4,000 psi concrete)
- Install new liner and integrate existing liner with new pool configuration at upstream and downstream edges of the pool
- Repair top boards on rearing channel walls (if required)
- Fill rearing channel and inspect for water leakage

¹ Hypalon is a chlorosulfonated polyethylene (CSPE or CSE) synthetic rubber (CSM) noted for its resistance to chemicals, temperature extremes, and ultraviolet light. It was a product of DuPont Performance Elastomers containing trace amounts of carbon tetrachloride (< 0.2%), chloroform (< 0.02%), and talc (< 2%). It was popular as a material for rubber boats and was used by the US Navy. Production was discontinued in 2009. Internet citations show that burning Hypalon can release highly toxic fumes that are considered environmental pollutants. Additionally, some forms of Hypalon contain additives made from lead or lead compounds known for their danger. However, the 2007 DuPont company Material Safety Data Sheet (MSDS) recommends landfill or incineration for waste disposal (the material is insoluble in water). A contractor for the District (Scardina Builders) recently removed a portion of the rearing channel liner and disposed of it at the Marina landfill.

The plan set would include a site plan, typical sections, and details of the rearing channel pool and rebar configuration. Specifications would include concrete strength, rebar size, concrete additives, and liner specifications. There may be a need for a shoring design for the existing walls during excavation and concrete pouring. Approximately 6 inches of material will be removed from under the existing pool walls, which are 18 inches thick at the base and 10 inches thick at the top. Symmetrical pools may not require shoring; however, non-symmetrical pools may need temporary supports across the tops of the pool.

Quarantine Tanks (5 total)

- Remove and salvage decking
- Cut plumbing (air, water, drain); disconnect electrical service and monitoring cables
- Remove and dispose existing quarantine tanks
- Remove existing chillers and replace with individual chillers or a centralized unit capable of lowering water temperature up to approximately 10 degrees (TBD through calculation)
- Excavate and dispose native material under the existing tanks (depth TBD)
- Determine adequacy of native fill and import, compact, and test new base material as required
- Pour steel reinforced, waterproof concrete slab
- Build new steel or aluminum support frames and reset tanks; connect plumbing, air, electrical, drains, and monitoring cables above the decking or in an easily accessible “critter-proof” box
- Reinstall decking
- Test all components

Consultant services would include remote site inspection conducted with help from staff (e.g., pictures and video), a new set of plans and specifications, and preparation of a class 2 Opinion of Probable Construction Cost. An issue at the facility to be addressed is how to reduce daytime temperatures in the quarantine tanks, which can rise into a range that is stressful or lethal to young steelhead. To determine appropriate equipment for an upgrade of refrigeration facilities, an analysis of the existing power supply and loads at the facility would be performed.

Staff requested proposals from three local firms – Whitson Engineering, the Wallace Group, and Harris and Associates – and from Tetra Tech, the firm that provided design and construction expertise for the recently completed upgrade to the water supply. Whitson Engineering declined to propose citing a lack of expertise for the requested services. The Wallace Group declined to propose and stated that they would not be able to meet the schedule for the work. Tetra Tech and Harris and Associates both provided proposals (see **Exhibits 2-A and 2-B**). Both firms provided a comprehensive understanding of the services required; however, the Tetra Tech proposal was about \$34,000 less than the Harris & Associates proposal for approximately the same scope of service (when excluding biddability review, bid phase support, and optional items from Harris & Associates proposal).

Much of the facility infrastructure is underground, is somewhat complex, and the proposed upgrades do not have comprehensive as-built information. Staff recommends a 10% contingency be approved for this work to cover unexpected conditions at the site and to allow additional

engineering services during the bidding phase for construction.

Because of a potentially long lead time to procure replacement tanks, MPWMD staff intend to prepare plans and specifications as a separate project and invitation for bids. Approval for purchase of the tanks would come before the Board of Directors for consideration at a future meeting, possibly early in the fall of 2021. Similarly, should it be warranted due to a long lead time, staff may seek approval for purchase of new refrigeration unit(s) under a separate bid in advance of construction and will seek approval for construction of the project. These items would also come before the Board of Directors for consideration at future meetings.

IMPACTS ON STAFF AND RESOURCES: Funds for this work are budgeted under Sleepy Hollow Operations Budget Program line item 2-3-1-O Design/Construct Rearing Channel and Quarantine Tank Improvements. The work would be performed under the direction of the District Engineer.

EXHIBITS

- 2-A** Tetra Tech proposal dated July 12, 2021 “Rearing Channel and Quarantine Tank Maintenance Upgrades”
- 2-B** Harris & Associates proposal dated July 30, 2021 “PROPOSAL TO PROVIDE ENGINEERING SERVICES TO SUPPORT THE MAINTENANCE OF EXISTING FACILITY INFRASTRUCTURE AT THE SLEEPY HOLLOW STEELHEAD REARING FACILITY”

Monterey Peninsula Water Management District**Sleepy Hollow Steelhead Rearing Facility****Rearing Channel and Quarantine Tank Maintenance Upgrades****July 12, 2021**

This document outlines Tetra Tech's proposed scope of work for the Monterey Peninsula Water Management District (MPWMD) Sleepy Hollow Steelhead Rearing Facility (SHSRF) Rearing Channel and Quarantine Tank Maintenance Upgrade project. This scope of work is to design and prepare construction documents for the upgrades.

The anticipated schedule shown in Table 1 is intended to complete design and bid the project this fall. An engineering budget estimate for Tetra Tech's scope of work is included in Table 2. For additional information about this scope of work or the price proposal, please contact Darrel Nice at (509) 944-1681.

PROJECT UNDERSTANDING

MPWMD staff designed the SHSRF in the early 1990s to hold juvenile steelhead rescued from the lower Carmel River during the low flow periods. Construction began in 1995 and was completed in 1996. The first fish were received in late 1996. Improvements to the screened intake and addition of water recirculation was designed in 2018 and built in 2020. These improvements supply up to 1,350 gpm of either river water, treated water, or recirculated water to the rearing channel. This proposed project will make upgrades to the rearing channel and quarantine tanks, which are described below.

The primary fish-rearing capacity of the facility is in the natural rearing channel. The 800-foot long channel has 17 pairings of 6-foot-wide riffle and 9-foot-diameter pool sections. The approximate gross volume of the channel is 14,900 cubic feet; however, the channel is filled with cobble in almost all riffle sections, reducing the fish rearing volume significantly. It is estimated that the fish rearing volume is only 4,000 cubic feet (30,000 gallons). The facility also includes two large holding tanks (22- and 30-foot diameter), eight insulated fiberglass rearing troughs, and six 8-foot-diameter quarantine/holding tanks. These tanks are used for initial quarantine and subsequent rearing of steelhead to increase the size of fish before they are stocked into the mixed-size population in the natural rearing channel. Quarantine tanks are used at any time during the operating season.

Generally, the facility operates from early summer to late fall/early winter, depending on river flow and weather conditions. Once flow returns to the lower river, MPWMD staff recapture, count and release the fish back to the river.

Improvements to the facility as part of this project will address the areas described below.

- Rearing Channel upgrades to the pool and riffle sections will:

-
- Remove Hypalon liner
 - Excavate native material bottom
 - Pour concrete bottom slab
 - Install new liner
 - Replace top boards
 - Leakage test
- Quarantine Tank upgrades will
 - Remove and salvage wood decking
 - Demolish air, water, and drain plumbing; disconnect electrical service
 - Remove quarantine tanks; MPWMD staff will provide repaired or replaced tanks
 - Inspect electrical installation for chillers and bring up to current code (if not in compliance)
 - Remove existing chillers and replace with a single chiller capable of lowering water temperature up to approximately 10 degrees (TBD through calculations)
 - Excavate and dispose native material under the existing tanks
 - Import, compact, and test new gravel base material
 - Pour reinforced concrete base slab for each tank
 - MPWMD staff will provide tanks with a new steel, aluminum or FRP support frames for contractor to reinstall tanks
 - Layout and connect new air, water, and drain plumbing and electrical. Connections above the decking or in an easily accessible enclosure box
 - Reinstall decking
 - Test all components

Construction of these improvements is estimated by MPWMD to cost between \$250,000 to \$500,000.

SCOPE OF WORK

Tetra Tech proposes to execute the scope of work with the following tasks:

- Task 1—Project Management
- Task 2—Basis of Design
- Task 3—Drawings (30% through 100%)
- Task 4—Specifications and Bid Document Assistance
- Task 5—Optional Tasks

Task 1—Project Management and QA/QC

Darrel Nice will be Tetra Tech's project manager for the duration of the project providing management and oversight of the consultant project team. Darrel will monitor budgets, schedule, invoicing, and personnel assignments, and ensure that work performed is within the contract scope, schedule, and budget.

Tetra Tech's key engineers will be Erik Nordholm for site infrastructure and Ryan Maas for structures. Tetra Tech will establish weekly internal project meetings to ensure that the project is on task and on schedule. Before any other work is done, Tetra Tech will formalize this SOW into a work plan for internal use that includes the following:

- **Introduction**—Project purpose, background, and work plan organization
- **Project Team**—Team contact information, organization

- **Project Communication**—Network file information, external communication, written correspondence, email correspondence, telephone communications, meetings, confidentiality, file structures, project tracking forms (action item list, etc.)
- **Scope of Work**—Description of work to be conducted for the project
- **Schedule**—Project schedule requirements and tasks
- **Budgets and Cost Codes**—Internal financial tracking information and estimated monthly billing cash flow
- **Quality Control Plan**—Quality assurance/quality control team members and schedule
- **Health and Safety**—Safety information while on site or at MPWMD facilities
- **Project Deliverable Standards**—CAD Standards, template standards for technical memorandums and reports, specification standards, and cost estimating

Tetra Tech proposes to hold one-hour project coordination meetings every two weeks with MPWMD identified key personnel. These meetings will discuss project tasks completed to date, current project tasks, and two-week work projections. The meetings will review action items and identify outstanding items as well as new items required for future work tasks. Tetra Tech will email a summary of any key topics discussed during the meeting.

Tasks identified in this SOW will be subdivided to provide sufficient detail to determine workload completed to date, interim project tasks, and future tasks to be completed. In conjunction with the project update meeting, Tetra Tech will prepare monthly progress letters for submittal to MPWMD's project manager. The letter will include a summary of work for the preceding month and related costs shown in an attached invoice.

This task is based on the following assumptions:

- Project management for design phase will be for a period of 4 months.
- Tetra Tech will participate in a one-hour progress meeting by telephone twice per month during design.
- Tetra Tech has not included face-to-face meetings.
- Quality Assurance and Quality Control review by a senior fishery and a structural engineer is included in this project management task.

Task 2—Basis of Design

A review meeting will be held with MPWMD and Tetra Tech staff to develop project objectives. Based on information gathered in the meeting Tetra Tech will prepare a design criteria for each component to be upgraded. Tetra Tech will prepare a memorandum that includes the design criteria and written description of the upgrades that will be designed and included in the drawings and specifications. The memorandum will be reviewed by MPWMD prior to proceeding with drawing and specification tasks.

This task is based on the following assumptions:

- Existing drawings of the facility were previously provided to Tetra Tech.
- A sketch and photos of the prototype rearing pool improvement previously built will be provided by MPWMD.
- Where not available on record drawings, MPWMD will provide photos of existing pipes, chillers, electrical outlets, panels, wiring, conduits, and any other items to be included in the upgrades.
- MPWMD will conduct a virtual site tour to review and answer any questions for Tetra Tech's civil, structural, and electrical designers.
- Deliverables will be in electronic format.

Deliverables associated with this task are:

- Project Description and Design Criteria Memorandum

Task 3—Drawings

Tetra Tech will prepare drawings for review by MPWMD. Drawings will be submitted at 30%, 60%, and 100% completion levels. After review of the 100% drawings and all comments have been received, Tetra Tech will make final edits and seal the drawings. The following drawings are anticipated for the final bid set:

- Cover Sheet
- General Notes, Symbols, and Legends
- Standard Details
- Site Plan
- Tank Area Enlarged Plan
- Tank Area Piping Plan
- Tank Area Sections and Details
- Structural Notes
- Rearing Pool Enlarged Plan
- Rearing Pool Section and Details
- Rearing Pool Section and Details
- Electrical Symbols and Abbreviations
- Electrical Details and Schedules
- Electrical One-Line Diagram
- Electrical Site Plan
- Electrical Enlarged Plan

Tetra Tech will provide equipment cut sheets for fish process systems including channel liner, pipes, valves, enclosures, electrical outlets, and chiller.

This task is based on the following assumptions:

- A central chiller will replace the 5 - 1.1 HP chillers and power supplied from the main switchboard.
- Quarantine tank piping will be schematic and allow field fit with a typical detail provided for connections.
- Pool and riffle drawings will use typical details for excavation, shoring, drain, anchoring liner, and new concrete.
- Drawings will be prepared in AutoCAD using Tetra Tech drafting standards.
- Drawings will be sealed by a California licensed professional engineer.
- Deliverables will be in electronic PDF format.

Deliverables associated with this task are:

- 30% Drawings – A reduced set of 4 drawings showing plan view of upgrades.
- 60% Drawings – A nearly complete set of 16 drawings showing plan view, sections, and details for civil, structural, and electrical disciplines.
- 100% Drawings – A complete set of 16 drawings showing plan view, sections, and details for civil, structural, and electrical disciplines.
- Stamped drawing package for bidding purposes.

Task 4—Specifications and Bid Document Assistance

Tetra Tech will prepare design documents including calculations, specifications, and cost estimates for submittal and review by MPWMD. Design documents will be developed and submitted at 30%, 60%, and final design level.

include drawings, specifications, and cost estimates developed to a final design level. Calculations and specifications will be sealed by a California licensed professional engineer for MPWMD use in permit applications and bidding. Comments from design reviews will be incorporated.

Specifications will be prepared by Tetra Tech for earthwork, grading, liner, concrete, metal fabrications, wood materials, pipes, valves, chiller, and electrical.

This task is based on the following assumptions:

- Specifications Division 1 through Division 17 will be prepared based on Tetra Tech's previous design work at Sleepy Hollow.
- Tetra Tech's in-house standards specifications will be used where different than previous Sleepy Hollow design work.
- General Provisions will be provided by MPWMD for Tetra Tech review.
- Final cost estimates will be an onion of probably construction cost to a Class 2 level.

Deliverables associated with this task are:

- 30% Documents – Technical specification table of contents and cost estimate outline.
- 60% Documents – Standard technical specifications, calculations, and construction cost estimate.
- 100% Drawings – Edited technical specifications and updated construction cost estimate.
- Specification signed and sealed in PDF format for bidding purposes.

Task 5—Optional Tasks

Task 5.1 Biological Review

Water temperature and flow volume in the rearing channel are critical aspects of operations. Air temperature fluctuates diurnally and the effectiveness of the cooling tower also fluctuates and can warm incoming flows when temperature and humidity are too high. Tetra Tech would assist with analysis and optimization of the existing cooling operation in the rearing channel. This would involve analyzing the rate and temperature of incoming flows, cooling tower effectiveness, and various percentages of recirculated flow to determine the optimum rates and timing for use of the cooling tower along with amount of river flow and amount of recirculation flow. A wet bulb temperature sensor has been added since construction to the cooling tower and sensors for temperature of inflow and outflow water are installed. These sensors provide temperature data on a nearly continuous basis via the Programmable Logic Controller (PLC) that transmits data remotely to MPWMD. The intent of this task is to develop an operational plan to automate use of the cooling tower through the PLC. The desired flow rate to the rearing channel is user selected and can be changed remotely. On the other hand, the percent of recirculated flow is set manually.

A Tetra Tech fisheries biologist would work with MPWMD staff and the control integrator consultant (Telemetrix) to determine how to achieve optimum habitat conditions for steelhead. In addition to the air/water temperature and mixed flow aspects of operations, a new UV unit has been installed to control disease outbreaks. Water temperature and disinfection need to be analyzed together as methods to control disease and possibly allow the steelhead to survive in higher temperature water.

Task 5.2 Permitting Support

The Sleepy Hollow facility has recently gone through two CEQA actions and the proposed work is maintenance of an existing facility, the construction work would be CEQA exempt. A Monterey County permit may be required for new electrical work. Tetra Tech would support MPWMD preparation of permit applications with descriptions of the work and drawings already prepared in Task 3.

Task 5.3 Bidding Support

Tetra Tech will provide bidding phase support. Budget for bidding phase is an estimated budget allowance and may be adjusted depending on amount and level of bidder questions.

Tetra Tech will participate in an MPWMD advertised and facilitated meeting, comprising one Pre-Bid meeting, where Tetra Tech will be available to answer questions from plan holders and interpret design intent. Tetra Tech will assist MPWMD in responding to written questions from bidders for clarification and interpretation of the bidding documents. All written and verbal communications will be documented by MPWMD and sent to a single point of contact for coordinating information and expediting responses from the Tetra Tech engineering disciplines. The pre-bid conference will be attended by the project manager.

This task is based on the following assumptions:

- Assistance is limited to budget established for pre-bid conference and bidding.
- Answers to bidder questions is limited to written clarifications. No revised drawings are required.
- Preparation of conformed documents is not required or included in the budget.

Task 5.4 Construction Phase Support

Tetra Tech will provide construction phase support that include construction phase, project startup, and project closeout. Budget for construction phase support is an estimated budget allowance and may be adjusted depending number of RFIs and submittals.

Construction Phase

During construction, Tetra Tech will support MPWMD with administration of the construction contract. Tetra Tech will attend by teleconference a preconstruction meeting and approximately four construction status meetings to stay informed of progress, quality of work, compliance with contract documents, and support MPWMD's project manager. In addition to attending meetings, Tetra Tech will review weekly site visit photos and inspection reports supplied by MPWMD.

Requests for information (RFI) sent by MPWMD will be logged and routed to appropriate design staff for review and response. RFIs will be returned to MPWMD within two working days from date of receipt by Tetra Tech. If Tetra Tech and MPWMD agree that the RFI is more complex and could impact schedule or cost, more time will be requested to make a response. Review of 8 RFIs for Tetra Tech design items is anticipated.

Submittals sent by MPWMD will be logged and routed to appropriate design staff to take action on shop drawings, product data, samples, and other components of the contract documents. Submittals will be returned to MPWMD within 10 working days from date of receipt by Tetra Tech. Review of 8 submittals for Tetra Tech design items is anticipated.

Project Startup and Closeout

Project startup and closeout services will be initiated upon notice from the contractor that construction work is substantially complete, allowing MPWMD to operate the project. Tetra Tech will make a site visit to observe that equipment functions as designed and that the operating staff have been given adequate instruction for operating the equipment. During project startup a walkthrough inspection of the project with the contractor and MPWMD staff to verify conformity with the contract documents and that construction items are completed. Tetra Tech will work with MPWMD to prepare a punch list of any nonconforming or unfinished items observed during the inspection. Tetra Tech will review the contractor's drawing markup field records, operations manuals, and closeout paper work sent by MPWMD.

This task is based on the following assumptions:

- No weekly progress meetings are required to be attended by Tetra Tech.
- MPWMD will coordinate submittals with the general contractor and confirm that they are clear, organized, and complete prior to sending to Tetra Tech.
- No budget for change orders is included.
- Contractor will submit one complete O&M manual and Tetra Tech will provide one review with written comments within three weeks of receipt from MPWMD.
- Preparation of record drawings in AutoCAD format is not required.
- Tetra Tech will make one site for project closeout and startup.

SCHEDULE

Table 1 presents a summary of the anticipated project schedule. Dates shown are completion dates for the task unless otherwise noted.

Table 1. Project Schedule	
Project Milestone ^a	Completion Date
Notice to Proceed	8/2/2021
Project Startup Meeting	8/9/2021
Basis of Design	8/27/2021
30% Drawings and Specifications	9/3/2021
60% Drawings and Specifications	9/24/2021
100% Drawings and Specifications	10/22/2021
Bidding Assistance	11/1/2021 to 11/19/21
Begin Construction Phase Support	12/6/2021

a. Submittals anticipate a 1 week MPWMD review period.

The schedule assumes a one-week MPWMD review period for each submittal. Tetra Tech, with MPWMD assistance, will organize project startup, deliverables, and review meetings based on this schedule and receiving notice to proceed from MPWMD. Billing will be associated with progress on each task; pay schedule will generally correspond to major divisions in the schedule.

BUDGET

Table 2 summarizes the budget estimate for each task of the work effort. Project payment is based on the tasks in this SOW and will be invoiced monthly based on level of completion associated with the work performed for each task, with a not-to-exceed budget of \$61,338 for basic tasks. Optional tasks are shown that can be added when desired.

Optional tasks have been given a budget allowance that can be added to the contract if necessary. This budget is approximate and will be revised before amending the contract. It is given now for MPWMD budget planning.

Table 2. Project Budget

Task No.	Description	Basic Tasks Budget	Optional Tasks Budget	Total Task Budget
Task 1	Project Management & QA/QC	\$5,322		\$5,322
Task 2	Basis of Design	\$12,459		\$12,459
Task 3	Drawings	\$32,736		\$32,736
Task 4	Specifications and Bid Documents	\$10,821		\$10,821
Task 5	Optional Tasks			
Task 5.1	<i>Biological Review</i>		\$9,946	\$9,946
Task 5.2	<i>Permitting Support</i>		\$5,138	\$5,138
Task 5.3	<i>Bidding Support</i>		\$3,744	\$3,744
Task 5.4	<i>Construction Phase Support</i>		\$17,806	\$17,806
Subtotal Basic Tasks		\$61,338		
Subtotal Optional Tasks			\$36,634	
Total				\$97,972



Harris & Associates

July 30, 2021

P#: 1210366001

Mr. Larry Hampson
District Engineer
Monterey Peninsula Water Management District
5 Harris Ct., Bldg. G, Monterey CA 93940
P.O. Box 85, Monterey CA 93942

PROPOSAL TO PROVIDE ENGINEERING SERVICES TO SUPPORT THE MAINTENANCE OF EXISTING FACILITY INFRASTRUCTURE AT THE SLEEPY HOLLOW STEELHEAD REARING FACILITY

Dear Mr. Hampson:

Harris & Associates (Harris) is pleased to provide this Scope of Work and Fee Proposal (Proposal) to the Monterey Peninsula Water Management District (MPWMD) to provide engineering services to support the maintenance of existing facility infrastructure at the Sleepy Hollow Steelhead Rearing Facility (SHSRF) located in Carmel Valley, California (the Project). The Project is shown on **Attachment 1 Limits of Work**. In order to provide the range of services necessary for the Project, Harris has teamed with List Engineering for mechanical engineering services, Fehr Engineering for electrical engineering services, and with Mr. Mike Podlech, Aquatic Ecologist, as an optional service to identify potential approaches for optimizing habitat conditions.

For over 40 years, Harris has helped to improve communities and create better places to live by providing smart, safe, and more sustainable planning, engineering, and construction solutions. Harris is a 100% employee-owned company focused on helping communities solve today's complex challenges across the areas of planning, financing, environmental compliance, civil engineering, and construction management. Our offices and project sites span the West Coast in California, Nevada, and Washington with a staff of over 230 employee-owners. We focus on serving clients in the municipal, water, transportation, and education markets. Our portfolio of services includes:

- Advisory Services
- Asset Management
- Civil Engineering Design
- Community Planning
- Construction Management
- Environmental Planning + Compliance
- Infrastructure + Utilities
- Municipal Engineering
- Municipal Finance
- Special District Services

Personal Service. At Harris, we are deeply passionate about enhancing the quality of life where we live and work. We provide “Big City” resources to our clients with personal “Small Town” service and attention. Our office at 450 Lincoln Avenue in Salinas, California, is approximately 21 miles from the entrance to the Project site at San Clemente Drive in Carmel Valley. Our staff can be at the Project site in about 45 minutes.

Local Understanding and Focus. Harris has been a local business since 1998. We serve many of the agencies within Monterey County including the cities of Monterey, Seaside, Sand City, Salinas, Greenfield, Soledad, and the County itself, as well as the Marina Coast Water District, California American Water, and the former Fort Ort Reuse Authority.

Depth of Resources. Harris is a singular source for a wide range of advisory, engineering, infrastructure, environmental planning, finance and special district services and our team includes highly-experienced professionals needed to successfully complete today's complex projects.

The following presents our understanding of the Project and the corresponding Scope of Work.

PROJECT UNDERSTANDING

The SHSRF was designed in the early 1990s to hold juvenile steelhead fish rescued from the lower Carmel River during the summer. Construction of the Facility began in late 1995 and the first test fish were received in late 1996. Fish are generally held in the Facility from early summer to late fall depending on river flow and weather conditions. Once flow has returned to the lower river, the fish are recaptured, counted, and then released back into the river.

With an estimated capacity of approximately 47,000 juvenile fish, the Facility is comprised of an 800-foot-long, naturalized rearing channel, a large 22-foot diameter holding tank, eight 150 gallon rearing troughs, and five 8-foot diameter quarantine/holding tanks. A small, 800 square-foot, office/lab/shop building is also on site.

Water for the Facility is supplied directly from the adjacent Carmel River by two large submersible pumps. After traveling through a cooling tower to reduce the temperature, up to two cubic-feet-per-second (cfs) of river water is piped to the rearing channel and tanks before being discharged back into the river approximately 300 feet downstream of the inlet.

In 2018, the MPWMD initiated the construction of raw intake and water supply system upgrades at the SHSRF.

Currently, the MPWMD seeks to prepare a construction bid package for the following items of work:

Rearing Channel Pool Maintenance

1. Remove an existing Hypalon liner within each pool while protecting the concrete encased drain line directly below the liner;
2. Excavate and dispose on-site approximately 6-inches of native material;
3. Shape pools to drain;
4. Pour steel reinforced concrete slabs and integrate them into the existing rearing channel concrete walls. Concrete strength shall be minimum 4,000 PSI and made waterproof by the addition of an additive such as Xypex to the concrete mix;
5. Install a new liner and integrate the existing liner with the new pool configuration at the upstream and downstream edges of the pool. The new liner shall be non-toxic;
6. Repair top boards on rearing channel walls (if required);
7. Fill rearing channel and inspect for water leakage;
8. Non-symmetrical pools may need temporary support.

Quarantine Tanks and Deck Area Maintenance

1. Remove and replace five (5) quarantine tanks including supports, existing wood deck and stairs, and associated electrical and plumbing components;
2. Consolidate refrigeration units and replace them with one (1) larger unit at a suitable location on the deck and install and/or reconfigure plumbing as necessary noting that centralization of refrigeration facilities for the 5 quarantine tanks will require separate piping through the refrigeration unit for each tank;
3. Remove one (1) tank adjacent to the quarantine tanks and deck area by pouring a new concrete pad and installing the tank on it;
4. Verify electrical infrastructure meets current code requirements and provide upgrades if necessary;
5. The Project may require an electrical or building permit from Monterey County. If so, the MPWMD will complete and submit the permit application(s) and any associated fees. Harris will provide the supporting documentation to accompany the permit application(s).

Optional: Analysis of Operations

1. As an optional task, a fisheries biologist may review available water quality data, operational procedures, and controller logic to gain an understanding of current habitat conditions and identify potential approaches for optimizing habitat conditions.

MPWMD would like to release the bid package for the Project in November 2021 and construct the improvements during the winter months after steelhead are removed from the rearing facility. If requested, engineering services during construction, including construction management and/or inspection may be considered under a separate agreement to be considered at the time of bid award.

SCOPE OF SERVICES

Based on the construction bid package described above, Harris and our team will provide the following scope of services.

Civil Engineering Scope of Services – Harris

Task Description	Scope of Work	Deliverables
Task 1.0 Project Management		
1.1 Project Coordination	Coordination with design team and client, maintenance of budget and schedule, monthly progress reports to accompany monthly invoices	Monthly progress report to accompany monthly invoices that will summarize budget, schedule, work performed, work to be performed, and any outstanding or unresolved issues.
1.2 Meetings	Up to three (3) meetings with client during the course of the Project.	Meeting agendas and minutes provided to all attendees.
1.3 Site Visit	One (1) site visit to gather additional data, take measurements, confirm field conditions, take photos, etc.	N/A
Task 2.0 60% PS&E		
2.1 60% Draft Plans	Prepare 60% Plans as described herein. Harris estimates the following sheet schedule for the Project: <u>Civil</u> 1. Title Sheet: 1 sheet 2. General Notes and Definitions Sheet: 1 sheet 3. Overall Site Plan: 1 sheet 4. Construction Details: 2 sheets - We anticipate one (1) general detail that may be applied to all 16 rearing channel pools supplemented by a table that provides dimensions for quantity purposes. - We anticipate one (1) general detail that may be applied to all 5 quarantine tanks. 5. Tank and Deck Replacement Plan – 1 sheet 6. Erosion & Sediment Control Plan – 1 sheet 7. <u>Electrical</u> : 4 sheets 8. <u>Mechanical</u> : 4 sheets Total estimated plan sheets: 15 sheets	60% Draft Plans.
2.2 60% Draft Specifications	Prepare 60% draft technical specifications.	60% Draft Specifications.
2.3 60% Draft Quantity Take-off and OPCC	Prepare 60% quantity take-offs and OPCC.	60% Draft Quantity Take-off and OPCC.
2.4 Internal QA/QC Review	Perform internal Quality Assurance/Quality Control Review by Sr. Project Manager.	Review comments provided to design team and incorporated into PS&E.
2.5 Biddability and Constructability Review	B&C review of PS&E to identify errors, omissions and conflicts in PS&E, quantities, work items/activities, to ensure that design is	Review comments provided to design team and incorporated into PS&E.

	buildable and cost-effective, with reduced overruns and delays. Review performed by a Sr. Construction Inspector with extensive construction knowledge	
2.6 Load Analysis (Electrical)	Load analysis to be performed based on existing load analysis for the Project site.	Load analysis.
Task 3.0 Final PS&E		
3.1 Final Plans	Based upon MPWMD review comments at 60% submittal stage, prepare final plans.	One (1) hardcopy of final plans (full size 24"x36"). Electronic copy of final plans in Adobe PDF format.
3.2 Final Specifications	Based upon MPWMD review comments at 60% submittal stage, prepare final specifications.	One (1) hardcopy of final specifications. Electronic copy of final specifications in Adobe PDF format.
3.3 Final Quantity Take-offs and OPCC	Based upon MPWMD review comments at 60% submittal stage, prepare final Quantity Take-offs and OPCC.	One (1) hardcopy of final OPCC. Electronic copy of final OPCC in Adobe PDF format.
3.4 Final Internal QA/QC Review	Final internal Quality Assurance/Quality Control Review by Sr. Project Manager.	Review comments provided to design team and incorporated into PS&E.
3.5 Final Biddability and Constructability Review	Final B+C review of PS&E by Sr. Construction Inspector.	Review comments provided to design team and incorporated into PS&E.
Task 4.0 Bid Phase Support		
4.1 Respond to RFIs	Respond to bidder's questions and/or clarifications to PS&E.	Responses provided in written and/or electronic form on letterhead.
Task 5.0 Analysis of Operations (OPTIONAL)		
5.1 Review Available Data, Site Visit, Meetings, and Recommendations Memorandum	As an optional task, fisheries biologist will review available water quality data, operational procedures, and controller logic to gain an understanding of current habitat conditions and identify potential limiting factors. Perform one (1) site visit to discuss current operations with rearing facility staff, background data and operations review. Fisheries biologist will coordinate with MPWMD staff and the controller consultant to identify potential approaches for optimizing habitat conditions for steelhead through reducing the frequency and duration of elevated temperature periods and/or adjusting in-channel conditions to improve juvenile steelhead ability to withstand with such periods.	Brief memorandum summarizing recommendations.

Sub-consultant Support Services

Harris will engage three sub-consultants for this project; Fehr Engineering Company, Inc. (FEC) to complete the electrical design work, List Engineering Company (LEC) to complete the mechanical design work, and Mr. Mike Podlech, Fisheries Biologist, Sole Proprietor, to perform an analysis of operations and recommendations for improving the fish rearing capabilities of the facility as an optional task at the discretion of the MPWMD.

Below is a summary of the sub-consultant support services. Please refer to **Attachment 2 Sub-consultant Proposals** for copies of the actual letter proposals from FEC and LEC, showing tasks and fees by task.

Electrical Engineering Scope of Services – FEC

1. Provide construction documents to install electrical feeder(s) to an industrial grade process chiller serving existing holding tanks
2. Design a power system for a 20± HP pump. The pump size is an estimate and will be finalized in the design process.
3. Perform field work to confirm existing conditions and design requirements.
4. All work to include up to point of connection for mechanical equipment.
5. Project meetings will be web based.
6. Controls for new equipment are assumed by others.
7. FEC will provide construction documents suitable for public bidding with an on sheet set of electrical specifications.
8. FEC will provide an opinion of probable costs prior to the completion of the construction documents.
9. Once signed documents have been delivered to the District, the project design is complete. The District's receipt and acceptance of said documents is the District's agreement of design completion. All requests beyond project completion will be billed on a time and materials basis in addition to FEC's design fee.
10. Construction Support Services (CSS) will not be provided by FEC. If requested FEC will provide CSS and billed on a time and materials basis in addition to FEC's design fee.
11. All projects are billed monthly based upon the percentage of completion. Payment is due upon receipt of all monthly statements. Payments are considered delinquent after 30 days. At FEC's discretion work on delinquent projects may be suspended until payment is received.

Mechanical Engineering Scope of Services - LEC

A. General

1. Provide construction documents to provide an industrial grade process chiller serving five (e) holding tanks.
2. Field work to confirm (e) conditions and design requirements.
3. Designs shall provide for mechanical system features described below.
4. In-house prepared cost estimate for mechanical items.
5. Project meetings to be web based.
6. Provide plan check and construction support.

B. Mechanical

1. Remove (e) tank chillers and associated piping.
2. Evaluate and design a central air-cooled chiller system to include:
3. Air cooled process chiller with a clean-able heat exchanger and primary pump
4. Consider adding Chiller Water (CHW) hot and cold wells in a Basis of Design Memorandum
5. System design to allow for individual tank operation and temperature control

C. Assumptions

1. Client will advise on new chiller location.
2. Client will provide AutoCAD site plans.
3. Use (e) tank piping connections.

D. Items not included in this scope of work:

1. Any interface with an (e) digital control system.
2. Any work at rearing channel, cooling tower, river intake or processing plant.
3. Structural (slab), electrical engineering.
4. Arrangements or designs for operation during construction. Proposed design is based on work being completed during the off-season.
5. Value engineering process.
6. Construction phase activities
7. Commissioning.
8. Conforming documents.

(Optional) Fisheries Biologist Scope of Services – Mr. Mike Podlech, Sole Proprietor

1. Review available water quality data, operational procedures, and controller logic to gain an understanding of current habitat conditions and identify potential limiting factors.
2. Coordinate with MPWMD staff and the controller consultant to identify potential approaches for optimizing habitat conditions for steelhead through reducing the frequency and duration of elevated temperature periods and/or adjusting in-channel conditions to improve juvenile steelhead ability to withstand with such periods.
3. One (1) site visit to discuss current operations with rearing facility staff
4. Background data and operations review.
5. Phone/internet discussions with MPWMD staff and/or team members
6. Memorandum summarizing recommendations

ASSUMPTIONS AND EXCLUSIONS

This proposal and scope of work is based on the following assumptions and exclusions:

1. Based on direction from the MPWMD, a new topographic and/or boundary survey for the Project is not required.
2. Based on direction from the MPWMD, a geotechnical investigation (GI) and/or report for the Project is not required. The MPWMD will provide a copy of a previous GI report for the Project site to Harris upon request.
3. Based on direction from the MPWMD, the Project is considered maintenance of an existing facility and therefore exempt from CEQA. Therefore, CEQA services are not included in this scope of work.
4. Record drawings for the Raw Water Intake and Water Supply System Upgrades project dated 12/22/2020 and prepared by TetraTech have been provided by the MPWMD to Harris in both PDF and AutoCAD format Harris and the design team will utilize these files as the basis for the Project plans.
5. MPWMD comments at each submittal will be presented to Harris in one (1) consolidated set of mark-up documents and/or letter form.
6. All meetings will be web-based or via telephone conference call.
7. No work will be done on the river intake, cooling tower, or processing plant.
8. Work will not include interface to existing or proposed digital controls.
9. The existing PG&E electrical service is adequate, but near capacity, and this work will not include or require an upgrade or new service to PG&E. However, the MPWMD will provide a copy of the previous load analysis that was prepared for the Project site.
10. Harris will provide PS&E at 60% and Final stages.
11. Harris will provide a Class 2 OPCC.
12. Harris to provide a complete set of project specifications. District shall furnish Harris with specific specification requirements (such as front end or boiler plate specifications) as necessary.
13. Bid phase services will be limited to responses to bidder Requests for Information (RFI).
14. If requested by the MPWMD, construction management, inspection, materials testing, and engineering assistance during construction may be provided under a separate proposal and contract.
15. Based on direction from the MPWMD, the MPWMD will be responsible for providing bids and specifications for securing the five (5) new quarantine tanks for the Project prior to construction.

PROJECT SCHEDULE

Based on direction from the MPWMD, the Project will need to be released for public bidding by the end of November 2021. Therefore, Harris proposes the following schedule:

- Notice to Proceed (NTP) and Executed Contract: 8/30/21
- Task 1.0 Project Management: Ongoing
- Task 2.0 60% PS&E: 6 weeks

- | | |
|---|---------|
| • MPWMD Review of 60% PS&E: | 2 weeks |
| • Task 3.0 Final PS&E: | 2 weeks |
| • Task 4.0 Bid Phase Services: | TBD |
| • Task 5.0 Analysis of Operations (Optional): | TBD |

ADDITIONAL SERVICES

Additional services not described in this proposal may be provided to the MPWMD upon request under a separate proposal.

PROPOSED FEES

Harris will provide the services described herein for an estimated fee of **\$104,031** as shown on **Attachment 3 Fee Estimate**. If this Proposal meets with your approval, please sign and date below and return a copy for our records.

We look forward to working with the MPWMD on the successful and timely completion of the Project. If you have any questions regarding this Proposal, please do not hesitate to contact us.

Sincerely,
Harris & Associates, Inc.



Leon D. Gomez, PE, QSD
Sr. Project Manager
Tel. (831) 272-4909 ■
Email: Leon.Gomez@WeAreHarris.com



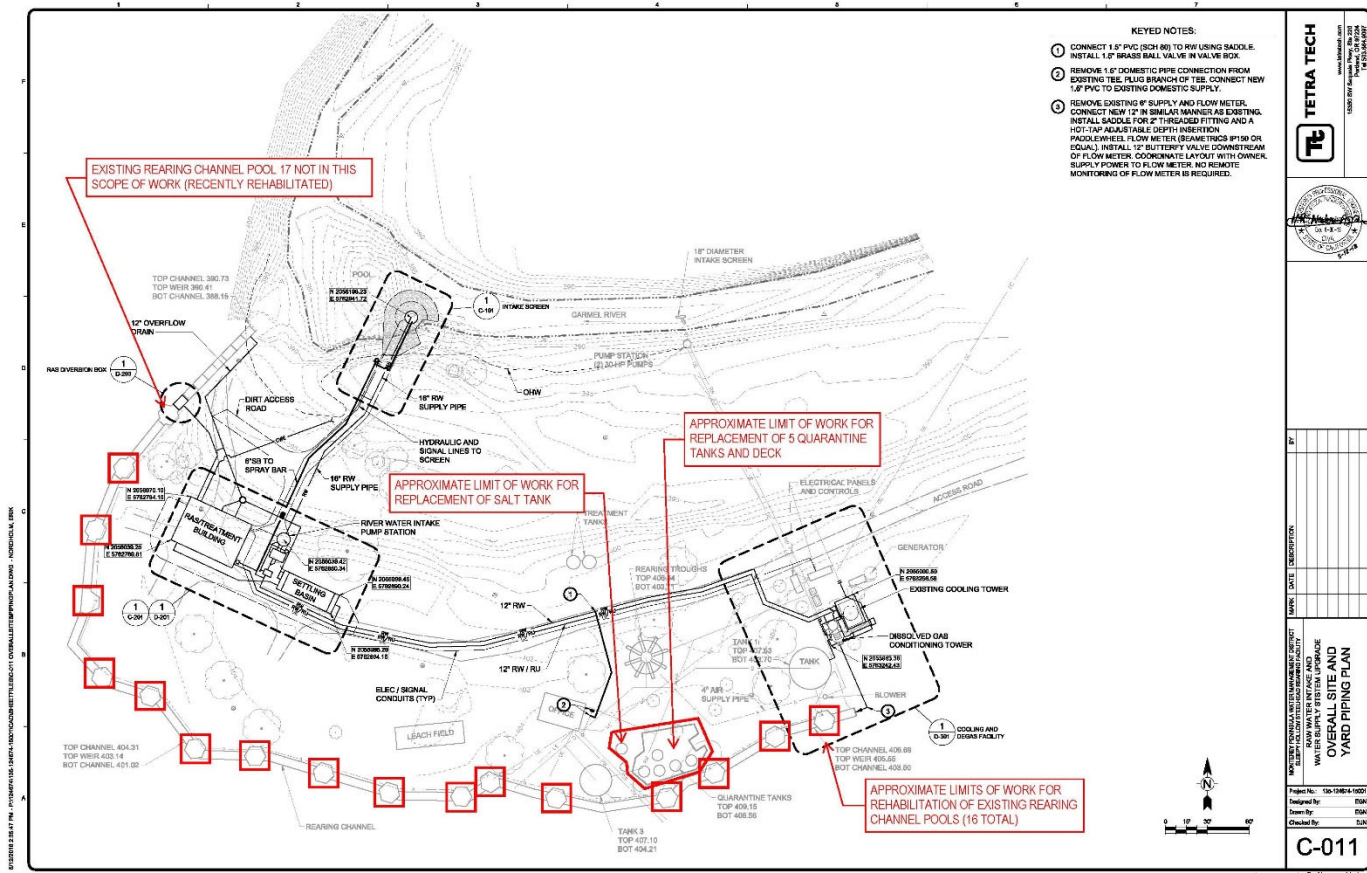
Frank Lopez, PE, QSD, CFM
Business Unit Leader, Engineering
Tel. (831) 233-9242 ■
Email: Frank.Lopez@WeAreHarris.com

Accepted:

Signature: _____
Monterey Peninsula Water Management District Date

Print Name and Title: _____

Attachment 1 Limits of Work



Attachment 2 Sub-consultant Proposals

FEHR ENGINEERING COMPANY, INC.



July 29, 2021

Leon D. Gomez, PE, QSD |
 Sr. Project Manager, Engineering Services |
 Harris & Associates
 450 Lincoln Avenue, Suite 103
 Salinas, California 93901

Re: Sleepy Hollow SRF: Rehabilitation Project
 FE No. 21022.00

Dear Leon,

We are pleased to have this opportunity to provide a proposal for the Electrical Engineering portion of the referenced project. We propose to provide electrical design services to facilitate installation of the project. We base our proposal on the following:

Scope of Services:

- Based upon record documents provided by MPWMD the load on the existing service is nearing its maximum capacity. Our work includes review of load analysis that was done on this facility with the most recent upgrade.
- I have spoken to Ron Blue the Mechanical Engineer and he estimates that he will be adding a small net load to the system.
- From the combined information, noted above, we assume that the existing service at this location is adequate to support the new loads. Therefore, we assume that we will not be designing a new utility service at this location. Our work does not include a new PG&E service work of any kind.
- Provide construction documents to install electrical feeder(s) to an industrial grade process chiller serving existing holding tanks. This proposal includes electrical demolition plans.
- We're expecting to design a power system for a 20± HP pump. The pump size has not been determined at this time, so this is an estimated size.
- Field work to confirm existing conditions and design requirements.
- Project meetings to be web based.
- Our work includes the point of power connection for the mechanical equipment.
- Controls for new equipment are assumed to be by others.
- We're planning construction documents suitable for public bidding with an on sheet electrical specification.
- We're planning to provide an opinion of probable costs prior to the completion of the construction documents.
- Our design fee is \$24,000.00 broken down as follows:
 - Load analysis of the existing system \$ 2,500.00
 - 60% Design Phase: \$13,000.00
 - Final Design Phase (construction documents): \$ 8,000.00
 - Bid support: \$ 500.00

Once signed documents have been delivered to the Client, the project design is complete. The Client's receipt and acceptance of said documents is the Client's agreement of design completion. All requests beyond project completion will be billed on a time and materials basis in addition to our stated design fee.

Construction Support Services (CSS):

Our engineering fee does not include Construction Support Services (CSS) and if CSS is required then those services will be contracted separately.

Compensation:

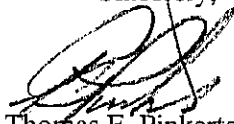
All projects are billed monthly based upon the percentage of completion. Payment is due upon receipt of all monthly statements. Payments are considered delinquent after 15 days. At our discretion, work on delinquent projects may be suspended until payment is received.

This proposal offer expires in 20 days. Fehr Engineering Company, Inc. has the sole right to determine if an extension will be granted.

We trust the above agrees with your understanding of our participation in this project and meets with your approval. We are most interested in your input and if there is something about our proposal that needs further explanation or if you would like to adjust the scope of work, please contact me.

If the above meets with your approval, please provide your written authorization to begin our work.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Pinkerton', written over a horizontal line.

Thomas E. Pinkerton P.E.
Project Manager



28 July 2021

Mr. Leon Gomez, PE
HARRIS GROUP
450 Lincoln Suite 103
Salinas, CA 93901

Re: Sleepy Hollow Steelhead Rearing Facility Chilled Water System Revisions

Mr. Gomez,

Thank you for considering List Engineering Company for your engineering needs. I trust the following information will describe our understanding of your request and our interest in working with your office.

General

- Provide construction documents to provide an industrial grade process chiller serving five (e) holding tanks.
- Field work to confirm (e) conditions and design requirements.
- Designs shall provide for mechanical system features described below.
- In-house prepared cost estimate for mechanical items.
- Project meetings to be web based.
- Provide plan check and construction support.

Mechanical

- Remove (e) tank chillers and associated piping.
- Evaluate and design a central air-cooled chiller system to include:
 - Air cooled process chiller with a clean-able heat exchanger and primary pump
 - Consider adding CHW hot and cold wells
 - System design to allow for individual tank operation and temperature control

Items of Interest

- Client will advise on new chiller location.
- Client will provide AutoCAD site plans.
- Use (e) tank piping connections.

Not included at This Time:

- Any interface with an (e) digital control system.
- Any work at rearing channel, cooling tower, river intake or processing plant.
- Structural (slab), electrical engineering.
- Arrangements or designs for operation during construction. Proposed design is based on work being completed during the off-season.
- Value engineering process.
- Construction phase activities.



- Commissioning.
- Conforming documents.

Design Fee

- | | |
|--------------------------------|----------------|
| • 60% Construction Documents: | \$15,000 |
| • 100% Construction Documents: | \$7,000 |
| • Plan Check / Bidding: | <u>\$1,000</u> |
| Total: | \$23,000 |

Leon, please review this proposal for consistency with your requirements and do not hesitate to call with any question or request.

Sincerely,
LIST ENGINEERING COMPANY

Ronald M. Blue, PE LEED® AP
Principal

ATTACHMENT 3


Harris & Associates

Sleepy Hollow Steelhead Rearing Facility
Monterey Peninsula Water Management District
Maintenance of Existing Facility Infrastructure

FEE ESTIMATE

Task/Subtask	Subconsultants								Subtotals
	QC Manager Leon Gomez	Project Manager Brian Spindor	Project Engineer Christian Mercado	Design Engineer Hilary Whelan	B&C Review Jeff Krebs	Mechanical Engineer LIST	Electrical Engineer FEHR Engr.	Fisheries Biologist Mike Podlech	
Task/Subtask	\$210.00	\$240.00	\$165.00	\$140.00	\$200.00				
Task 1 Project Management									
1.1 Project Coordination		20							\$4,800
1.2 Meetings (3 budgeted)		8							\$1,920
1.3 Site Visit			8	4					\$1,880
Subtotal Hours =	0	28	8	4	0				40
Task 1 Subtotal (\$)	\$0	\$6,720	\$1,320	\$560	\$0				\$8,600
Task 2 60% PS&E Design									
2.1 60% Draft Plans		4	16	40		\$15,000	\$13,000		\$37,200
2.2 60% Draft Specifications		4	12	24					\$6,300
2.3 60% Draft Quantity Take-off and OPCC		4	8	16					\$4,520
2.4 Internal QA/QC Review	4								\$840
2.5 Biddability & Constructability Review					8				\$1,600
2.6 Load Analysis (Electrical)							\$2,500		\$2,500
Subtotal Hours =	4	12	36	80	8				140
Task 2 Subtotal (\$)	\$840	\$2,880	\$5,940	\$11,200	\$1,600	\$15,000	\$15,500		\$52,960
Task 3 Final PS&E Design									
3.1 Final Plans		2	12	24		\$7,000	\$8,000		\$20,820
3.2 Final Specifications		2	8	16					\$4,040
3.3 Final Quantity Take-off and OPCC		2	8	8					\$2,920
3.4 Final Internal QA/QC Review	2		8	8					\$2,860
3.5 Final Biddability & Constructability Review					4				\$800
Subtotal Hours =	2	6	36	56	4				104
Task 3 Subtotal (\$)	\$420	\$1,440	\$5,940	\$7,840	\$800	\$7,000	\$8,000	\$0	\$31,440
Task 4 Bid Phase Support									
4.1 Respond to RFIs	2		6			\$1,000	\$500		\$2,910
Subtotal Hours =	2	0	6	0	0				8
Task 4 Subtotal (\$)	\$420	\$0	\$990	\$0	\$0	\$1,000	\$500	\$0	\$2,910
Task 5 Analysis of Operations (OPTIONAL)									
Review Available Data, Site Visit, Meetings, 5.1 Recommendations Memorandum								\$3,110	\$3,110
Subtotal Hours =	0	0	0	0	0				0
Task 4 Subtotal (\$)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,110	\$3,110
Total Hours by Classification =									
Total (\$)	8	46	86	140	12				292
Total (\$)	\$1,680	\$11,040	\$14,190	\$19,600	\$2,400	\$23,000	\$24,000	\$3,110	\$99,020
Direct Expenses =									\$0
Total (\$)						\$23,000	\$24,000	\$3,110	\$50,110
Total Harris									\$48,910
Total Subs									\$50,110
Sub Markup (10%)									\$5,011
Total =									\$104,031

ADMINISTRATIVE COMMITTEE

3. CONSIDER PURCHASE OF SPARE REPLACEMENT PARTS FOR SLEEPY HOLLOW STEELHEAD REARING FACILITY UV UNIT

Meeting Date:	August 9, 2021	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Protect Environmental Quality 2-3-1-A
Prepared By:	Thomas Christensen and Larry Hampson	Cost Estimate:	\$ 9,000 (approximate)

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on August 9, 2021 and recommended _____.

CEQA Compliance: Exempt under §15262.

SUMMARY: The ultra-violet (UV) water treatment unit at the Sleepy Hollow Steelhead Rearing Facility (SHSRF or Facility) was recently upgraded to cope with biofilm accumulation within the unit and to increase radiation dosage against water-borne disease affecting Carmel River steelhead at the facility. Under normal operating conditions at the facility, UV unit bulbs are expected to last about three years before coming to end-of-life. Integrated Aqua Systems, Inc. is the sole U.S. distributor for the unit and its replacement parts, which are made in Italy by SITA (Società Italiana Trattamento Acque – or in english, Italian Society of Water Treatment). The quote for the parts (\$8,979.44) is attached as **Exhibit 3-A**. Staff notes that the 30-day quote expires before the Board meeting date.

Staff proposes to purchase replacement bulbs and other necessary parts to have on hand in case of bulb failure during operations and/or difficulties with finding replacement parts in the future or with deliveries from the global supply chain.

RECOMMENDATION: The Administrative Committee should recommend that the Board authorize the General Manager to purchase UV unit replacement parts for the Sleepy Hollow Facility at an approximate cost of \$9,000.

IMPACTS ON STAFF AND RESOURCES: Funds for this work are budgeted under Sleepy Hollow Operations Budget Program line item 2-3-1-A Sleepy Hollow Facility Operations General maintenance and operations.

EXHIBIT

3-A Integrated Aqua Systems, Inc. quote S1580 dated July 12, 2021

**EXHIBIT 3-A****Estimate**

Integrated Aqua Systems, Inc.
1235 Activity Dr Suite A
Vista, CA 92081-8562
Phone: 760-745-2201
Email: support@integrated-aqua.com

Order #	Date
S1580	07/12/2021

Bill To: MONTEREY PENINSULA WATER MANAGEMENT DIST. 5 HARRIS CT., BLDG G MONTEREY, CA 93940	Ship To: MONTEREY PENINSULA WATER MANAGEMENT DIST. 5 HARRIS CT., BLDG G MONTEREY, CA 93940
Customer: MONTEREY PENINSULA WATER MANAGEMENT DIST.	Contact: MONTEREY PENINSULA WATER MANAG

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Estimated Lead Time
Karcher	PREPAID	Origin	Fedex		

Project Reference	PO#	Date Scheduled	Currency Code
		07/06/2021	USD

Item #	Part Number	Description	Unit Price	Qty	Total Price
1	241-0051	400 SERIES PARTS - LAMP - LAMP 400 SERIES	\$325.00	19 ea	\$6,175.00
2	241-0070	400 SERIES PARTS - QUARTZ FOR 400 SERIES - SOE - SPECIAL LENGTH	\$260.00	5 ea	\$1,300.00
3	241-0117	400 SERIES PARTS - O-RING FOR UV SLEEVE	\$10.98	19 ea	\$208.58
4	SHIPPING-OUT	OUTBOUND SHIPPING	\$650.00	1 ea	\$650.00
5	ESTIMATED SALES TAX	ESTIMATED SALES TAX	\$645.86	1 ea	\$645.86

Approval:_____ Date:_____

Subtotal:	\$8,979.44
Sales Tax:	\$0.00
Total:	\$8,979.44

Please note that all orders are subject to IAS Standard Terms & Conditions of Sale available from www.integrated-aqua.com. Credit card sales in excess of \$1,500 shall be subject to a 3% credit card processing fee. Pricing is valid for 30 days. All estimated lead times are at receipt of accepted order, deposit and approved submittals.

ADMINISTRATIVE COMMITTEE

4. CONSIDER ADOPTION OF RESOLUTION NO. 2021-11 -- AMENDING FEES AND CHARGES TABLE – RULE 60

Meeting Date: August 9, 2021 **Budgeted:** N/A

From: David J. Stoldt,
General Manager **Program/
Line Item No.:**

Prepared By: Gabriela Bravo **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee considered this item on August 9, 2021 and recommended _____.

CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.

SUMMARY: Resolution 2021-11 **Exhibit 4-A** updates Rule 60, Fees and Charges Table, to reflect actual expenses incurred by the District to scan construction plans as part of the Water Permit submittal process. The fees and charges are intended to have a positive correlation to the actual time, effort, and cost of providing the services and taking the actions set forth in the Fees and Charges Table. A marked-up version of the proposed table is found as **Exhibit 4-A**.

RECOMMENDATION: The Administrative Committee should recommend that the Board adopt Resolution 2021-11, A Resolution of the Board of Directors of the Monterey Peninsula Water Management District Amending Rule 60, Fees and Charges Table. This item will be approved if adopted along with the Consent Calendar.

BACKGROUND: Ordinance No. 120, adopted March 21, 2005, allows changes to the Fees and Charges Table by resolution rather than by ordinance. The Fees and Charges Table was last updated on October 19, 2020, by adoption of Resolution 2020-14.

EXHIBITS

4-A Resolution No. 2020-11 with marked-up version of Rule 60, Fees and Charges Table



EXHIBIT 4-A

RESOLUTION NO. 2021-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AMENDING RULE 60, FEES AND CHARGES TABLE

WHEREAS: Fees and charges of the Monterey Peninsula Water Management District (MPWMD) are set forth in the MPWMD Rules and Regulations;

WHEREAS: The MPWMD Board of Directors created a new Fees and Charges Table in MPWMD Rule 60 pursuant to Ordinance No. 120, which became effective on April 20, 2005;

WHEREAS: Fees and Charges shall bear a positive correlation to the actual time, effort and cost of providing the services and actions set forth in the Fees and Charges Table;

NOW, THEREFORE, BE IT RESOLVED: That the Board of Directors of the Monterey Peninsula Water Management District hereby shall amend the Fees and Charges Table Line 37 (as amended by Resolution 2021-11) as set forth below shown in ***bold italics***; and that this change shall be effective immediately:

<i>37</i>	<i>Scan Construction Plans</i>	<i>\$45 per application plus \$45 per every half-hour</i>
------------------	---------------------------------------	--

On motion by _____, and second by _____, the foregoing Resolution is adopted upon this 16th day of August, 2021, by the following vote:

AYES:

NAYS:

ABSENT:

I, David J. Stoldt, Secretary to the Board of Directors of the Monterey Peninsula Water Management District, hereby certify the foregoing resolution was duly adopted on the 16th day of August 2021.

Witness my hand and seal of the Board of Directors this ____ day of August 2021.

David J. Stoldt, Secretary to the Board

ADMINISTRATIVE COMMITTEE

5. CONSIDER RECCOMENTING APPROVAL OF THE WATERMASTER MASTER SERVICE AGREEMENT

Meeting Date:	August 9, 2021	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	N/A
Prepared By:	Jonathan Lear	Cost Estimate:	None

General Counsel Approval: N/A

Committee Recommendation: The Administrative Committee considered this item on August 9, 2021 and recommended _____.

CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.

SUMMARY: The Seaside Basin Watermaster has used the District for 12 years as a consultant to provide a number of services. Currently the District provides hydrologic monitoring and database/reporting services to provide compliance reporting to the Watermaster. The original Professional Agreement from 2009 was reviewed in 2020 and was found to contain a number of active cost recovery mechanisms that are not compatible with the Districts current Certificate of Transparency for small government operations. District staff worked with Watermaster staff to draft a new Master Services Agreement that is compatible with the Transparency Certificate so that the District can continue to provide services to the Watermaster. The District is currently under contract with the Watermaster through December 2021 under the old agreement. Moving forward any new contracts will be under the new agreement following approval by the MPWMD Board.

RECOMMENDATION: The Administrative Committee should receive the Draft Master Services Agreement between MPWMD and the Watermaster for Hydrologic Monitoring and Database Services and recommend that the Board approve the agreement.

BACKGROUND: In 2009 to assist the Watermaster in establishing its technical databases and hydrologic monitoring network, the District Board and Watermaster Board entered into a Professional Services Agreement for MPWMD to support the Watermaster. For the past 12 years, the District has provided a number of services including professional analysis, hydrologic monitoring, database services, and report tabulation. Now that the Watermaster has established a larger group of professional consultants, the Districts role has changed to support largely the hydrologic data collection and database services. The 2009 Professional Services Agreement was reviewed in 2020 and found to have a number active cost recovery mechanisms no longer practiced by the District and a new Master Service Agreement was drafted.

EXHIBIT

5-A Watermaster Master Service Agreement

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MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

MASTER SERVICES AGREEMENT FOR GROUNDWATER MONITORING AND DATABASE SERVICES

This Services Agreement (the “Agreement”) sets forth terms under which Monterey Peninsula Water Management District a California Special District (“DISTRICT”) shall provide services to Seaside Groundwater Basin Watermaster, a Monterey County Superior Court Administrative Entity (the “WATERMASTER”). This Agreement is effective as of Month dd, yyyy (“**Effective Date**”).

1. Services. The DISTRICT shall provide groundwater monitoring and database services for purposes of supporting the WATERMASTER’s Monitoring and Maintenance plan (“Services”) as described on one or more Statements of Work signed by the DISTRICT and the WATERMASTER that reference this Agreement (“**SOW**” or “**Statement of Work**”). The DISTRICT shall perform groundwater monitoring as outlined in the SOW to collect and enter groundwater data into the WATERMASTER’s database, report data to appropriate parties, and respond to data requests (“Deliverable”) for the WATERMASTER no later than the due date specified (if applicable) in the SOW (“Completion Date”). This due date is subject to change in accordance with the Change Order process defined in the applicable SOW. WATERMASTER shall assist DISTRICT by promptly providing all information requests known or available and relevant to the Services in a timely manner.

DATA FURNISHED BY WATERMASTER

For the purpose of aiding DISTRICT in the performance of its obligations under this Agreement and SOWs issued under it, WATERMASTER shall furnish DISTRICT all relevant data in its possession and shall render all reasonable assistance to DISTRICT in connection with its performance hereunder. WATERMASTER is responsible for the reasonable correctness of data so furnished, but it shall likewise be the responsibility of DISTRICT to apply reasonable caution in its use and interpretation of the data and to promptly advise WATERMASTER of any incorrectness or suspected incorrectness in the data furnished.

WATERMASTER shall provide to DISTRICT in a timely manner all materials, decisions, and direction necessary to the progress of the work and which are basically the prerogative of WATERMASTER, but which DISTRICT is not required to determine or provide under the terms of this Agreement.

RESPONSIBILITIES OF DISTRICT

DISTRICT is employed to render professional service only, and any payments made are compensation solely for such services.

DISTRICT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all data collection, QA/QC, preparation of data tabulation, data requests, and database support.

For all work performed under this Agreement and all SOWs thereto, DISTRICT shall provide to WATERMASTER copies of all plans, drawings, specifications, studies, data tabulation reports, and all other work products and supporting documentation developed in the course of performing the work authorized by this Agreement. The costs for reproducing, assembling, and delivering said copies of these documents to WATERMASTER shall be considered to have been included in the price for performing each SOW, whether or not specifically stated therein. Unless stated otherwise in the SOW the electronic file (e.g., in MS Word, MS Excel, etc.) of each document shall be provided by DISTRICT to WATERMASTER. WATERMASTER shall have the right, and permission of DISTRICT, to use any such document for any purpose WATERMASTER deems appropriate. Use of documents for other than their intended purpose shall be at WATERMASTER's risk. WATERMASTER shall hold DISTRICT harmless from all claims and damages arising out of improper use of said documents.

DISTRICT shall be and remain liable in accordance with applicable law for damages to WATERMASTER caused by DISTRICT's negligent performance of any of the services performed by the DISTRICT under this Agreement. The only exception in this regard will be for errors, omissions or other deficiencies to the extent attributable to WATERMASTER, WATERMASTER-furnished data, or any third party not under the control of DISTRICT. DISTRICT shall not be responsible for any time delays in Services caused by circumstances beyond DISTRICT's control.

DISTRICT shall perform the services hereunder as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status. The employees of DISTRICT assigned to Services shall not be deemed to be the employees of WATERMASTER, and WATERMASTER shall have no right to control the physical conduct of DISTRICT employees.

2. Contract Price. For performance of the Services and rendering the Deliverable, WATERMASTER shall pay to DISTRICT all fees due under the applicable SOW.

3. Dates of Performance. DISTRICT will begin performing Services upon receipt of signed Agreement. Unless terminated as provided for in this Agreement, the DISTRICT will complete Services by the Completion Date. Deliverable shall be furnished to WATERMASTER or WATERMASTER's consultants.

4. Change in Services. Either party, at its discretion and from time to time, may request to revise, correct, or modify the work to be performed under a SOW. All such change requests shall be made formally and in writing. Should DISTRICT determine that said changes will result in an increase or decrease in costs to DISTRICT, these costs shall be evaluated by WATERMASTER and DISTRICT for negotiation as to adjustment in the compensation due DISTRICT. Written agreement as to said changes and adjustment in costs shall be reached between the parties prior to commencement of any work that will cause an increase or decrease in DISTRICT's costs.

5. Termination. DISTRICT shall have the right to modify, reject, or terminate any SOW and any related work in process with thirty (30) days written notice to WATERMASTER. In the event the

DISTRICT terminates the SOW prior to completion of Services, the WATERMASTER shall pay the DISTRICT the fees due under the SOW with respect to Services completed as of the date of termination. Upon settlement of funds due to DISTRICT, all WATERMASTER provided materials will be returned to WATERMASTER.

WATERMASTER reserves the right to terminate any SOW to this Agreement at any time prior to the completion of the Services to be furnished by DISTRICT under said SOW by giving thirty (30) days written Notice of Termination to DISTRICT, in which event WATERMASTER shall pay DISTRICT only for work done and direct costs incurred by DISTRICT under said SOW prior to receipt of such Notice of Termination. Such costs will include reasonable costs to bring the work to a halt, and costs to deliver to WATERMASTER the documentation described in the following paragraph. Termination of a particular SOW will not affect any other operative SOW.

Upon receipt of a Notice of Termination, DISTRICT shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver to WATERMASTER all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by DISTRICT in performing work under a particular SOW, whether completed or in process.

Upon termination WATERMASTER may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work taken over by WATERMASTER for completion will be completed at WATERMASTER's risk, and WATERMASTER will hold harmless DISTRICT from all claims and damages arising out of improper use of DISTRICT'S work.

6. Payment of Services. In exchange for DISTRICT'S Services under this Agreement, the Watermaster shall pay DISTRICT the contract price set forth in the SOW. DISTRICT shall invoice WATERMASTER quarterly for work completed during the previous quarter. All invoices shall be due and payable within thirty (30) days of the date of receipt by WATERMASTER, provided all costs included in the invoice are adequately supported by documentation accompanying the invoice. If payment is not made within sixty (60) days of the date of receipt by WATERMASTER, interest on the unpaid balance will accrue beginning with the sixty-first day at the rate of 1.0 percent per month, or the maximum interest rate permitted by law, whichever is the lesser. Such interest shall become due and payable at the time said overdue payment is made.

Time-and-Material Payment Method - WATERMASTER will pay the DISTRICT on a time-and-material basis in accordance with the DISTRICT'S most current Standard Schedule of Compensation. The hourly rates set forth in the Standard Schedule of Compensation shall be inclusive of all direct and indirect salary costs, overhead, fringe benefits, and other costs, and shall reflect the total hourly charge for each listed job category. Other direct non-salary expenses for the performance of work authorized under the Time-and-Material Payment Method shall be all identifiable costs directly chargeable to each SOW including, but not limited to: travel and subsistence expenses; work subcontracted to others; reproduction of plans, specifications, reports and other documents; equipment rental; and, drafting and stenographic supplies used in the work. The chargeable rate for automobile mileage for the work to be performed under this Agreement shall be stated in the SOW. Direct non-salary expenses shall be compensated for at their actual cost, unless otherwise stated in the SOW, providing they have been authorized in advance by WATERMASTER. A Total Price,

which may not be exceeded without WATERMASTER's prior written approval, will be established for each specific SOW.

Projected Cost Overruns Under Time-and-Material Payment Method - If, at any time in the performance of the work of a specific SOW under the Time-and-Material payment method, DISTRICT has reason to believe that the costs which it expects to incur to complete the work of that SOW will exceed the total amount authorized for that SOW, DISTRICT shall notify WATERMASTER in writing to that effect. The notice shall: State the reason(s) why DISTRICT anticipates a cost overrun, state the estimated amount of additional funds beyond the total amount currently authorized that will be required to complete the work authorized by the SOW, and provide recommendations of how the overrun can be avoided.

Penalty for Late Performance - The DISTRICT is not responsible for delays in the schedule caused by events outside DISTRICT's reasonable control. However, in the event DISTRICT fails to properly complete work within thirty (30) days of the Completion Date, because of events within DISTRICT's reasonable control, WATERMASTER shall reduce the total compensation established for the work of that SOW by ten percent (10%). Said reduction shall be deemed liquidated damages for the untimely performance of work required by this Agreement. DISTRICT shall be deemed to have waived any claim for such amount by reason of its failure to perform in a timely fashion.

7. Indemnification. DISTRICT shall indemnify and hold harmless WATERMASTER and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recoverable against it or them by reason of any grossly negligent act, grossly negligent error, or grossly negligent omission of DISTRICT, its agents, or employees for work performed under this Agreement.

WATERMASTER shall indemnify and hold harmless DISTRICT and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recoverable against it or them by reason of any negligent act, negligent error, or negligent omission of WATERMASTER, its agents, or employees for work performed under this Agreement.

8. Limitation of Liability. [Note: The deleted language above highlighted in yellow seems to conflict/contradict the language highlighted in green above so it should be deleted or rewritten to eliminate this conflict/contradiction.]

DISTRICT understands that this Agreement is with WATERMASTER alone, and that none of the members of WATERMASTER are liable for any sums which may be payable hereunder, or for any debts of WATERMASTER.

9. Compliance with Laws. Each party shall perform all of its obligations under this Agreement in compliance at all times with all foreign, federal, state and local statutes, orders and regulations, including those relating to privacy and data protection.

10. General. Neither party may assign this Agreement without the prior written consent of the other party and any attempt to do so will be void. Any notice or consent under this Agreement will be in writing to the addresses specified below. If any part of this Agreement is found to be in conflict

with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Any waivers or amendments shall be effective only if made in writing signed by a representative of the respective parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. This Agreement is to be signed by a representative from each party duly authorized to bind to Agreement terms and services and no consent from any third party is required.

Both parties hereby reserve the right to amend the provisions of this Agreement from time to time as may be in the best interest of WATERMASTER and DISTRICT. Such amendments, upon written acceptance by DISTRICT and by WATERMASTER, shall become and be considered as part of this Agreement, and all provisions herein shall apply to such amendments.

This Agreement constitutes the entire agreement between the parties relative to the subject matters hereof, and no modifications thereof shall be effective unless and until such modifications are evidenced by written amendments, signed by both parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement which are not actually contained in this Agreement, except those expressly contained in such written amendments.

Written notice shall be deemed to have been duly served if delivered in person or by mail to the individuals and at the addresses listed below:

- | | |
|-----------------|---|
| A. WATERMASTER: | Administrative Officer
Seaside Basin Watermaster
P.O. Box 51502
Pacific Grove CA 93950 |
| B. DISTRICT: | General Manager
Monterey Peninsula Water Management District
5 Harris Court, Building G
PO Box 85
Monterey, CA 93942-0085 |

11. Choice of Law. This Agreement will be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California without regard to conflicts of laws provisions thereof. Any suit or proceeding arising out of or relating to this Agreement shall be commenced in a State court in Monterey County, California and each party irrevocably submits to the jurisdiction and venue of such courts.

12. Remedies. If any legal action is necessary to enforce or interpret the terms or provisions of this Agreement and all amendments thereto, and the respective rights and duties of the parties hereunder,

the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other entitled relief.

10. Insurance. DISTRICT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by DISTRICT, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

DISTRICT shall maintain the types of insurance with limits no less than those set forth below, and having no deductibles, except as noted.

General Liability Insurance: Combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement, or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability Insurance: \$1,000,000 per accident for bodily injury or disease.

Workers' Compensation Insurance: As required by the State of California.

B. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. WATERMASTER, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of DISTRICT; products and completed operations of DISTRICT; premises owned, occupied or used by DISTRICT; or, automobiles owned, leased, hired or borrowed by DISTRICT. The coverage shall contain no special limitations on the scope of protection afforded to WATERMASTER, its officers, officials and employees.

2. For any claims related to this Agreement, DISTRICT insurance coverage shall be primary insurance as respects WATERMASTER, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by WATERMASTER, its officers, officials, employees, or volunteers shall be excess of DISTRICT insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to WATERMASTER, its officers, officials and employees.

4. DISTRICT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to WATERMASTER.

6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

C. Verification of Coverage

DISTRICT shall furnish WATERMASTER with Certificates of Insurance effecting coverage required by this section. All Certificates of Insurance are to be received by WATERMASTER before work commences.

[Signature Page Follows]

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

WATERMASTER

Signature: _____

Print Name: Paul Bruno

Print Title: Board Chairman

Date: [MM/DD/YYYY]

DISTRICT

Signature: _____

Print Name: [NAME]

Print Title: [TITLE]

Date: [MM/DD/YYYY]

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 and February. The meetings begin at 6:00 PM.



PRELIMINARY DRAFT AGENDA

Special and Regular Meeting

Board of Directors

Monterey Peninsula Water Management District

Monday, August 16, 2021 at 5:00 PM, *Virtual Meeting*

Pursuant to Governor Newsom's Executive Orders N-29-20 and N-33-20, and to do all we can to help slow the spread of COVID-19 (coronavirus), meetings of the Monterey Peninsula Water Management District Board of Directors and committees will be conducted with virtual (electronic) participation only using Zoom.

Join the meeting at this link:

<https://zoom.us/j/95808323912?pwd=Y3lBTdlU2xqcDdsWUpNRHZON0NrUT09>

Or join at: <https://zoom.us/>

Webinar ID: 958 0832 3912

Passcode: 08162021

Participate by phone: (669) 900-9128

For detailed instructions on how to connect to the meeting, please see page 4 of this agenda.

You may also view the live webcast on AMP <https://accessmediaproductions.org/> scroll down to the bottom of the page and select the Peninsula Channel

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 5:00 PM on Friday, August 13, 2021

Board of Directors

Alvin Edwards, Chair – Division 1
Karen Paull, Vice Chair – Division 4
George Riley – Division 2
Safwat Malek – Division 3
Amy Anderson – Division 5
Mary L. Adams, Monterey County
Board of Supervisors Representative
Clyde Roberson – Mayoral Representative

General Manager

David J. Stoldt

This agenda was posted at the District office at 5 Harris Court, Bldg. G Monterey, California on Friday, August 13, 2021. After staff reports have been posted and 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 posted on the District website. Documents distributed on the afternoon of the meeting will be available upon request, and posted to the web within five days of adjournment of the meeting. The next regularly scheduled meeting of the MPWMD Board of Directors will be on Monday, September 20, 2021 at 6:00 PM.

CLOSED SESSION, 5:00 PM

CALL TO ORDER / ROLL CALL

ADDITIONS AND CORRECTIONS FOR CLOSED SESSION BY DISTRICT COUNSEL- *District Counsel will announce agenda corrections and proposed additions, which may be acted on by the Directors as provided in Sections 54954.2 of the California Government Code*

PUBLIC COMMENT -- *Members of the public may address the Board on the item or items listed on the Closed Session agenda.*

CLOSED SESSION -- *As permitted by Government Code Section 54956.9 et seq., the Board may recess to closed session to consider specific matters dealing with pending or threatened litigation, certain personnel matters, or certain property acquisition matters.*

CS 1. Conference with Legal Counsel – the board will confer with district counsel to review pending litigation pursuant to Government Code §54956.9.:

a. MPWMD v. California-American; CPUC Case No. C. 21-05-005

RECESS THE BOARD TO MATTERS ON THE CLOSED SESSION AGENDA

RECONVENE FROM CLOSED SESSION

REGULAR SESSION, 6:00 PM

CALL TO ORDER / ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS AND CORRECTIONS TO AGENDA - The General Manager 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 from the July 16, 2021 Special Board Meeting, July 19, 2021 Regular Board Meeting and July 21, 2021 Special Board Meeting
2. Consider Expenditure of Funds for Consultant Services for Upgrades at the Sleepy Hollow Steelhead Rearing Facility
3. Consider Adoption of Resolution No. 2021-11 – Amending Fees and Charges Table- Rule 60
4. Consider Purchase of Spare Replacement Parts for Sleepy Hollow Steelhead Rearing Facility UV Unit

GENERAL MANAGER'S REPORT

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

REPORT FROM DISTRICT COUNSEL**DIRECTORS' REPORTS (INCLUDING AB 1234 REPORTS ON TRIPS, CONFERENCE ATTENDANCE AND MEETINGS)**

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

ACTION ITEMS – *Public Comment will be received. Please limit your comments to three (3) minutes per item.*

7. Consider Approving and Authorizing the District to Enter into an Amended and Restated Water Purchasing Agreement for the Pure Water Monterey Project Expansion

Recommended Action:

8. Consider Expenditure of Funds for Consultant Services Related to Annual Performance Evaluation of General Manager

Recommended Action:

DISCUSSION ITEMS- *Discussion Only. No action will be taken by the Board. Public Comment will be received. Please limit your comments to three (3) minutes per item.*

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.

9. Status Report on Measure J / Rule 19.8 Phase II Spending
10. Report on Activity / Progress on Contracts Over \$25,000
11. Letters Received
12. Committee Reports
13. Monthly Allocation Report
14. Water Conservation Program Report
15. Carmel River Fishery Report for August, 2021
16. Monthly Water Supply and California American Water Production Report

ADJOURNMENT

Board Meeting Schedule			
Monday, September 20, 2021	Regular Meeting	6:00 pm	Virtual - Zoom
Monday, October 18, 2021	Regular Meeting	6:00 pm	Virtual – Zoom
Thursday, October 28, 2021	Special Meeting	6:00 pm	Virtual -- Zoom

Board Meeting Television and On-Line Broadcast Schedule View Live Webcast at https://accessmediaproductions.org/ scroll to the bottom of the page and select the Peninsula Channel	
Television Broadcast	Viewing Area
Comcast Ch. 25 (Monterey Channel), Mondays view live broadcast on meeting dates, and replays on Mondays, 7 pm through midnight	City of Monterey
Comcast Ch. 28, Mondays, replays only 7 pm	Throughout the Monterey County Government Television viewing area.

For Xfinity subscribers, go to https://www.xfinity.com/support/local-channel-lineup/ or https://www.xfinity.com/stream/listings - enter your address for the listings and channels specific to your city.	Pacific Grove, Pebble Beach, Sand City, Seaside, Monterey
Internet Broadcast	
Replays – Mondays, 4 pm to midnight at https://accessmediaproductions.org/ scroll to Peninsula Channel	
Replays – Mondays, 7 pm and Saturdays, 9 am www.mgtvonline.com	
YouTube – available five days following meeting date - https://www.youtube.com/channel/UCg-2VgzLBmgV8AaSK67BBRg	

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. Submit requests by noon on Friday, August 13, 2021 to joel@mpwmd.net, or at (831) 658-5652. Alternatively, you may reach Sara Reyes, Admin Services Division at (831) 658-5610.

Instructions for Connecting to the Zoom Meeting

Note: If you have not used Zoom previously, when you begin connecting to the meeting you may be asked to download the app. If you do not have a computer, you can participate by phone.

Begin: Within 10 minutes of the meeting start time from your computer click on this link:
<https://zoom.us/j/95808323912?pwd=Y3lBTdlU2xqcDdsWUpNRHZ0N0NrUT09> or paste the link into your browser.

DETERMINE WHICH DEVICE YOU WILL BE USING (PROCEED WITH ONE OF THE FOLLOWING INSTRUCTIONS)

USING A DESKTOP COMPUTER OR LAPTOP

1. In a web browser, type: <https://www.zoom.us>
2. Hit the enter key
3. At the top right-hand corner, click on “Join a Meeting”
4. Where it says “Meeting ID”, type in the Meeting ID# above and click “Join Meeting”
5. Your computer will begin downloading the Zoom application. Once downloaded, click “Run” and the application should automatically pop up on your computer. (If you are having trouble downloading, alternatively you can connect through a web browser – the same steps below will apply).
6. You will then be asked to input your name. It is imperative that you put in your first and last name, as participants and attendees should be able to easily identify who is communicating during the meeting.
7. From there, you will be asked to choose either ONE of two audio options: Phone Call or Computer Audio:

COMPUTER AUDIO

1. If you have built in computer audio settings or external video settings – please click “Test Speaker and Microphone”.
2. The client will first ask “Do you hear a ringtone?” •If no, please select “Join Audio by Phone”.
•If yes, proceed with the next question:
3. The client will then ask “Speak and pause, do you hear a replay?” •If no, please select “Join Audio by Phone”.
•If yes, please proceed by clicking “Join with Computer Audio”

PHONE CALL

- 1.If you do not have built in computer audio settings or external video settings – please click “Phone Call”
- 2.Select a phone number based on your current location for better overall call quality.

+1 669-900-9128 (San Jose, CA)	+1 253-215-8782 (Houston, TX)
+1 346-248-7799 (Chicago, IL)	+1 301-715-8592 (New York, NY)
+1 312-626-6799 (Seattle, WA)	+1 646-558-8656 (Maryland)
- 3.Once connected, it will ask you to enter the Webinar ID No. and press the pound key
- 4.It will then ask you to enter your participant ID number and press the pound key.
- 5.You are now connected to the meeting.

USING AN APPLE/ANDROID MOBILE DEVICE OR SMART PHONE

- 1.Download the Zoom application through the Apple Store or Google Play Store (the application is free).
- 2.Once download is complete, open the Zoom app.
- 3.Tap “Join a Meeting”
- 4.Enter the Meeting ID number
- 5.Enter your name. It is imperative that you put in your first and last name, as participants and attendees should be able to easily identify who is communicating during the meeting.
- 6.Tap “Join Meeting”
- 7.Tap “Join Audio” on the bottom left hand corner of your device
- 8.You may select either ONE of two options: “Call via Device Audio” or “Dial in”

DIAL IN

- 1.If you select “Dial in”, you will be prompted to select a toll-free number to call into.
2. Select a phone number based on your current location for better overall call quality.

+1 669-900-9128 (San Jose, CA)	+1 253-215-8782 (Houston, TX)
+1 346-248-7799 (Chicago, IL)	+1 301-715-8592 (New York, NY)
+1 312-626-6799 (Seattle, WA)	+1 646-558-8656 (Maryland)
- 3.The phone will automatically dial the number, and input the Webinar Meeting ID No. and your Password.
- 4.Do not hang up the call, and return to the Zoom app
- 5.You are now connected to the meeting.

Presenting Public Comment

Receipt of Public Comment – the Chair will ask for comments from the public on all items. Limit your comment to 3 minutes but the Chair could decide to set the time for 2 minutes.

- (a) Computer Audio Connection: Select the “raised hand” icon. When you are called on to speak, please identify yourself.
- (b) Phone audio connection **with** computer to view meeting: Select the “raised hand” icon. When you are called on to speak, dial *6 to unmute and please identify yourself.
- (c) Phone audio connection only: Press *9. Wait for the clerk to unmute your phone and then identify yourself and provide your comment. Press *9 to end the call.

Submit Written Comments

If you are unable to participate via telephone or computer to present oral comments, you may also submit your comments by e-mailing them to comments@mpwmd.net with one of the following subject lines "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT – ORAL COMMUNICATIONS". Comments must be received by 12:00 p.m. on August 16, 2021. Comments submitted by noon will be provided to the Board of Directors and compiled as part of the record of the meeting.

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