

REGULAR MEETING BOARD OF DIRECTORS THURSDAY, JULY 25, 2019 – 6:30PM 3 DAIRY LANE, BELMONT CALIFORNIA

AGENDA

1. OPENING

- A. Call to Order
- B. Establishment of Quorum
- C. Pledge of Allegiance

2. PUBLIC COMMENT

Members of the public may address the Board on the Consent Agenda or any item of interest within the jurisdiction of the Board but not on its agenda today. In compliance with the Brown Act, the Board cannot discuss or act on items not on the agenda. Please complete a speaker's form and give it to the District Secretary. Each speaker is limited to three (3) minutes.

3. AGENDA REVIEW: ADDITIONS/DELETIONS AND PULLED CONSENT ITEMS

4. ACKNOWLEDGEMENTS/PRESENTATIONS

- A. Jonathan Anderson, Water System Operator 20-Year Service Anniversary
- B. Tammy Rudock, General Manager Special District Administrator Certification by Special District Leadership Foundation (June 24, 2019)

5. CONSENT AGENDA

All matters on the Consent Agenda are to be approved by one motion. If Directors wish to discuss a consent item other than simple clarifying questions, a request for removal may be made. Such items are pulled for separate discussion and action after the Consent Agenda as a whole is acted upon.

- A. Approve Minutes for the Regular Board Meeting on June 27, 2019
- B. Approve Expenditures from June 20, 2019 through July 18, 2019
- C. Approve Contract for Professional Services in the total amount of \$67,000 with John Davidson d/b/a Jrocket77 Design & Marketing for Public Outreach/Education/Relations Services, MPWD Website Management, and Printing Services
- D. Approve Resolution 2019-14 Establishing Surplus Item List 19-02 and Declaring Two Pickup Trucks in District Inventory as Surplus, and Authorizing Staff to Sell the items via Govdeals.com
- E. Approve 2019 MPWD Catalog of Enterprise Systems per Senate Bill 272

6. HEARINGS AND APPEALS

None

7. MPWD FY 2016-2021 CAPITAL IMPROVEMENT PROGRAM AND 2016 COP (CERTIFICATES OF PARTICIPATION) FINANCING

- A. Receive Quarterly Reports on 2016 COP Financing through June 30, 2019:
 - 1. Financial Reconciliation Report; and
 - 2. Capital Project Fund Report
- B. Consider Resolution 2019-15 Accepting as Complete the Hillcrest Pressure Regulating Station Project and Authorizing the Recordation of a Notice of Completion for the Project
- C. Consider Resolution 2019-16 Authorizing a Professional Services Agreement in the amount of \$29,650 with Bay Area Geotechnical Group Engineers (BAGG) for Soil Compaction and Laboratory Testing Services during Construction of the Notre Dame Avenue, Cliffside Court, and Tahoe Drive Area Water Main Replacement Capital Project 07-1621-CP

8. REGULAR BUSINESS AGENDA

- A. Receive Progress Report on MPWD Website, Marketing and Public Relations/Outreach Activities, Presented by John Davidson of JRocket77 Graphic Design & Marketing
- B. Approve Resolution 2019-17 Authorizing a 3.9% Living Wage Adjustment to Salary Ranges for all MPWD Personnel Classifications, effective August 1, 2019
- C. Receive BAWSCA Update

9. MANAGER'S AND BOARD REPORTS

- A. General Manager's Report, including Quarterly Water Conservation Activities Report, and supplemented by:
 - 1. Administrative Services Manager's Report
 - 2. Operations Manager's Report
 - 3. District Engineer's Report
- B. Financial Reports
 - 1. Month Ended June 30, 2019
 - 2. MPWD Annual Reimbursements Report for Fiscal Year 2018/2019 (pursuant to Government Code § 53065.5)
- C. Director Reports

10. COMMUNICATIONS

11. CLOSED SESSION

A. Conference with Real Property Negotiators pursuant to Government Code § 54956.8

Property: 1513-1515 Folger Drive, in Belmont, CA

Agency Negotiators: General Manager and District Counsel

Negotiating Parties: San Mateo County

Under Negotiation: Price and terms of payment

B. Public Employee Appointment pursuant to Government Code § 54957

Title: General Manager

12. RECONVENE TO OPEN SESSION

13. ADJOURNMENT

This agenda was posted at the Mid-Peninsula Water District's office, 3 Dairy Lane, in Belmont, California, and on its website at www.midpeninsulawater.org.

ACCESSIBLE PUBLIC MEETINGS

Upon request, the Mid-Peninsula Water District will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation (including auxiliary aids or services), to enable individuals with disabilities to participate in public meetings. Please contact the District Secretary at (650) 591-8941 to request specific materials and preferred alternative format or auxiliary aid or service at least 48 hours before the meeting.

REMINDER: NO BOARD MEETING NEXT MONTH IN AUGUST

Next Board Meeting: Thursday, September 26, 2019, at 6:30PM

1 2		REGULAR MEETING OF THE BOARD OF DIRECTORS
2 3 4		OF THE MID-PENINSULA WATER DISTRICT
5 6 7 8		June 27, 2019 Belmont, California
8 9 10 11 12 13	1.	OPENING A. Call to Order: The regular meeting of the Mid-Peninsula Water District Board of Directors was called to order by President Vella at 6:30PM.
14 15 16		B. Establishment of Quorum: PRESENT: Directors Vella, Zucca, Warden and Wheeler.
17 18		Director Schmidt was absent.
19 20		A quorum was present.
21 22 23 24		ALSO PRESENT: General Manager Tammy Rudock, Operations Manager Rene Ramirez, Administrative Services Manager and Board Secretary Candy Pina, District Engineer Joubin Pakpour, District Treasurer Jeff Ira, and District Counsel Julie Sherman.
25 26		C. Pledge of Allegiance – The Pledge of Allegiance was led by Director Wheeler.
27 28	2.	PUBLIC COMMENTS None.
29 30 31 32	3.	AGENDA REVIEW: ADDITIONS/DELETIONS AND PULLED CONSENT ITEMS None.
33 34 35 36 37 38	4.	ACKNOWLEDGEMENTS/PRESENTATIONS A. Brent Chester, Operations Supervisor – 25 Year Service Anniversary General Manager Rudock reported that Brent Chester's Anniversary Celebration will take place in August and Operations Manager Ramirez acknowledged Brent Chester's experience and shared some of his accomplishments.
39 40 41 42 43		B. Jon Tscharner, Maintenance Technician – Retirement (29.5 Years of Service) General Manager Rudock commented on Jon Tscharner's retirement celebration and Operations Manager Ramirez shared a story about how Mr. Tscharner had pursued his position at the District for more than two years.
44 45	5.	CONSENT AGENDA A. Approve Minutes for the Regular Board Meeting of May 23, 2019
46 47 48 49 50		B. Approve Expenditures from May 14, 2019 through June 19, 2019 Director Zucca moved to approve the Consent Agenda. Director Wheeler seconded, and it was unanimously approved.

C. Approve Resolution 2019-11 Placing in Nomination Director Kirk Wheeler as a Member of the Association of California Water Agencies (ACWA) Region 5 Board A voice vote was taken to approve Resolution 2019-11 Placing in Nomination Director

Kirk Wheeler as a Member of the Association of California Water Agencies (ACWA) Region 5 Board, and the motion was unanimously approved.

6. HEARINGS AND APPEALS

None.

7. MPWD FY 2016-2021 CAPITAL IMPROVEMENT PROGRAM AND 2016 COP (CERTIFICATES OF PARTICIPATION) FINANCING

None.

8. REGULAR BUSINESS AGENDA

A. Consider Resolution 2019-12 and 2019-13 Approving the MPWD FY 2019/2020 Operating and Capital Budgets

General Manager Rudock explained the Staff and Wages accounting breakdown on page 24 of the Board Packet Report in response to the Board's request last month.

Director Warden inquired about staff vacancies and the projected increase for FY 2019/2020, and General Manager Rudock replied that the largest portion of that projected increase was the budgeting for the vacant positions that would be filled. Also included in the projection were budgeted amounts for the second and final phase of equity adjustments per the letter agreement between the MPWD and MPWD Employee Association, merit increases, and additional duty pay.

Director Warden moved to approve Resolutions 2019-12 and 2019-13 Approving the MPWD FY 2019/2020 Operating and Capital Budgets. Director Zucca seconded and they were unanimously approved.

9. MANAGER AND BOARD REPORTS

A. General Manager's Report

General Manager Rudock reported on several "Look Ahead" items.

1. Supplemented by Administrative Services Manager's Report

Administrative Services Manager Pina reported on her new financial reporting format. Director Warden inquired about financial reports from the MPWD's financial management system and staff replied that it would be prepared to discuss with the Board's Finance Committee when the next meeting is scheduled.

2. Supplemented by Operations Manager's Report

Operations Manager Ramirez gave an update on the AMI meter change out program and system leaks and repairs.

3. Supplemented by District Engineer's Report

District Engineer Pakpour provided a status report on the Hillcrest Pressure Regulating Station Project and two additional endeavors in the preliminary phase of development, Dekoven Tanks Replacement and Old County Road Water Main Replacement.

B. Financial Reports

102 103 104 105	 Receive Financial Reports for Month Ended May 31, 2019 Administrative Services Manager Pina reported on the year-to-date and operating/non-operating revenue and expense totals percentages.
106 107 108 109	C. Director Reports Director Wheeler reported his visit to the Hillcrest Pressure Regulating Station and the Harbor Industrial Association Meeting he attend earlier in the month.
110 111	Director Warden shared that the Happy Hydrants Project is still on his radar.
112 113	President Vella reported on highlights from Jon Tscharner's retirement party.
114 115 116 117	10. <u>COMMUNICATIONS</u> General Manager Rudock shared San Mateo County's Harbor District's sewer rate notice with the Board for informational purposes.
118 119 120 121 122 123 124	11. CLOSED SESSION A. Conference with Real Property Negotiators pursuant to Government Code §54956.8 Properties: 1510 Folger Drive and 1513-1515 Folger Drive in Belmont, CA; and "F" St Vacant Parcel (at intersection of F Street and EL Camino Real) in San Carlos, CA Agency Negotiators: General Manager Tammy Rudock and District Counsel Julie Sherman Negotiating Parties: San Mateo County Under Negotiation: Price and Terms of Payment
125 126 127	The Board convened to Closed Session at 7:25 PM to discuss one item.
128 129 130 131	12. <u>RECONVENE TO OPEN SESSION</u> The Board reconvened to Open Session at 8:04 PM. District Counsel Sherman advised that no reportable action had been taken.
132 133 134 135	13. ADJOURNMENT The meeting was adjourned at 8:05PM.
136 137	DISTRICT SECRETARY
138 139 140 141	APPROVED:
142 143	BOARD PRESIDENT

Accounts Payable

Checks by Date - Summary by Check Date

User: candyp

Printed: 7/18/2019 2:33 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
100351	CALPERS	CALPERS	06/21/2019	3,390.86
100352	ICMACONT	ICMA contributions	06/21/2019	2,356.70
100353	HEALTHEQ	Health Equity	06/21/2019	211.54
100354	ADPPAYRL	adp	06/21/2019	13,937.75
100355	ADPPAYRL	adp	06/21/2019	6,610.74
100371	DEPOSITE	DEPOSITED ITEM RETN UNPAID	06/21/2019	273.00
			Total for 6/21/2019:	26,780.59
100372	ACHRETN	ACH Returns	06/25/2019	457.64
100372	ACHRETN	ACH Returns	06/25/2019	1,272.99
100373	Merikeriv	ACII Retuins	00/23/2017	
			Total for 6/25/2019:	1,730.63
34883	UB*00345	A&D CONSTRUCTION	06/27/2019	1,392.06
34884	UB*00317	MCKENZIE ABDON	06/27/2019	3.00
34885	UB*00340	MARGARET E. BACH	06/27/2019	37.16
34886	UB*00330	VICTORIA BALASUBRAMANYAM	06/27/2019	20.27
34887	UB*00313	MATTHEW BURRIS	06/27/2019	18.07
34888	UB*00311	JACQUELINE CALDERON	06/27/2019	15.44
34889	UB*00327	GREG CAMPBELL	06/27/2019	25.00
34890	UB*00336	GAIL CASTILLO	06/27/2019	72.19
34891	UB*00333	CHS CONSTRUCTION	06/27/2019	134.20
34892	UB*00342	JULIE CRAFT	06/27/2019	44.69
34893	UB*00341	LINDA ERTOLA	06/27/2019	57.69
34894	UB*00321	ARMINA FEATHERSTONE	06/27/2019	25.00
34895	UB*00343	STANLEY FOX	06/27/2019	8.80
34896	UB*00337	GRANITE ROCK COMPANY	06/27/2019	361.29
34897	UB*00323	MEREDETH GREEN	06/27/2019	40.60
34898	UB*00331	ANNA GROSSMAN	06/27/2019	10.15
34899	UB*00325	JERELYN HARRINGTON	06/27/2019	16.36
34900	UB*00332	HOLLIE HARVEY	06/27/2019	15.44
34901	UB*00324	KEVIN KAWAI	06/27/2019	38.69
34902	UB*00320	DAVID KING	06/27/2019	25.00
34903	UB*00319	MARY LONSDORF	06/27/2019	3.69
34904	UB*00115	NANDITA MANTENA	06/27/2019	150.00
34905	UB*00312	DONALD MCCHESNEY	06/27/2019	22.00
34906	UB*00326	TOM MULDERS	06/27/2019	17.67
34907	UB*00328	CHRISTINE NICKLOS	06/27/2019	26.00
34908	UB*00316	ORVICK MANAGEMENT GROUP	06/27/2019	25.00
34909	UB*00344	ORVICK MANAGEMENT GROUP	06/27/2019	25.00
34910	UB*00315	RONAN O'SHEA	06/27/2019	134.26
34911	UB*00339	DOUGLAS PERRY	06/27/2019	25.00
34912	UB*00335	DAN PRUDHOMME	06/27/2019	3.17
34913	UB*00334	SUSAN RAMIREZ	06/27/2019	6.69
34914	UB*00322	MIKE RODEWALD	06/27/2019	25.00
34915	UB*00318	CORINNE ROE	06/27/2019	25.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
34916	UB*00329	MYRLE SONOBE	06/27/2019	32.80
34917	UB*00346	STATEWIDE UTILITY	06/27/2019	1,187.92
34918	UB*00310	CINDY THIAGARAJAN	06/27/2019	25.00
34919	UB*00338	ANDREW TWIGG	06/27/2019	1,491.32
34920	UB*00314	RAMZI ZADA	06/27/2019	5.82
34921	ATT60197	AT&T 60197	06/27/2019	1,279.18
34922	BAWSCA	BAY AREA WATER SUPPLY & CONSER	06/27/2019	670.00
34923	CARQUEST	CARQUEST AUTO PARTS	06/27/2019	152.25
34924	COMCAST	COMCAST	06/27/2019	615.20
34925	DIAMONDT	DIAMOND TRUCK BODY MFG. CO. IN	06/27/2019	43,338.40
34926	FASTSIGN	FASTSIGNS	06/27/2019	171.13
34927	GRANITE	GRANITE ROCK, INC.	06/27/2019	1,583.13
34928	HMBPAVIN	HALF MOON BAY GRADING & PAVING	06/27/2019	16,830.00
34929	HOMEDEPC	HOME DEPOT	06/27/2019	314.47
34930	KIMBALLM	KIMBALL MIDWEST, INC.	06/27/2019	243.53
34931	LINCOLNL	LINCOLN LIFE	06/27/2019	200.00
34932	LOCKWORI	LOCKWORKS UNLIMITED, INC.	06/27/2019	545.33
34933	LONJOTRK	LONJO TRUCKING	06/27/2019	2,375.00
34934	NATLMETR	NATIONAL METER & AUTOMATION	06/27/2019	2,021.22
34935	OFFICTEM	OFFICE TEAM	06/27/2019	1,700.00
34936	PERSONAL	PERSONAL AWARDS, INC.	06/27/2019	4,062.89
34937	PETCAT	PETERSON CAT	06/27/2019	289.99
34938	PG&E	PG&E CFM/PPC DEPT	06/27/2019	6,187.98
34939	RANDB	ROBERTS & BRUNE CO. INC.	06/27/2019	6,939.10
34940	STANDINS	STANDARD INSURANCE COMPANY	06/27/2019	1,087.86
34941	TOWNEFOR	TOWNE FORD SALES	06/27/2019	39,077.65
34942	UNLMTOOL	UNLIMITED TOOL & REPAIR, INC.	06/27/2019	156.97
34943	VALLEYOL	VALLEY OIL COMPANY	06/27/2019	2,610.65
34944	VERIZON	VERIZON WIRELESS	06/27/2019	73.68
34945	SCOTSMAN	WILLIAMS SCOTSMAN	06/27/2019	570.05
100343	HANSONBR	HANSON, BRIDGETT	06/27/2019	6,968.00
100344	WATERTAL	WATERTALENT	06/27/2019	4,600.00
			Total for 6/27/2019:	150,256.10
100015	an		0.6 (0.0 (0.0 4.0	407 107 20
100347	SFWATER	SAN FRANCISCO WATER DEPT	06/28/2019	487,187.30
100348	WFBUSRR	WELLS FARGO-OM	06/28/2019	101.76
			Total for 6/28/2019:	487,289.06
100350	WFBUSCAR	WELLS FARGO -GM	06/30/2019	8,744.41
100356	CALPERS	CALPERS	06/30/2019	7,465.62
100357	HEALTHEQ	Health Equity	06/30/2019	780.00
100358	ICMACONT	ICMA contributions	06/30/2019	3,152.31
100359	ADPPAYRL	adp	06/30/2019	38,421.94
100360	ADPPAYRL	adp	06/30/2019	16,537.26
100361	CALPERS	CALPERS	06/30/2019	3,390.86
100362	HEALTHEQ	Health Equity	06/30/2019	261.69
100363	ICMACONT	ICMA contributions	06/30/2019	2,033.62
100364	ADPPAYRL	adp	06/30/2019	23,451.07
100365	ADPPAYRL	adp	06/30/2019	11,769.38
			Total for 6/30/2019:	116,008.16
1105	STOLOSKI	STOLOSKI & GONZALEZ, Inc.	07/02/2019	244,782.70

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Total for 7/2/2019:	244,782.70
34946	ACWA5661	ACWA JPIA	07/11/2019	24,047.09
34947	ATT60197	AT&T 60197	07/11/2019	81.97
34948	BAWSCA	BAY AREA WATER SUPPLY & CONSER		18,332.00
34949	BFIOFCAL	BFI of CALIFORNIA INC OX MTN. LA		1,965.40
34950	CGUHLENB	C G UHLENBERG LLP	07/11/2019	1,600.00
34951	CINTS	CINTAS CORPORATION	07/11/2019	1,012.06
34952	COASTCOU	COAST COUNTIES TRUCK & EQUIPMI	07/11/2019	9.20
34953	COMCASTB	COMCAST BUSINESS	07/11/2019	628.58
34954	GSFLOWM	GOLDEN STATE FLOW MEASUREMEN	07/11/2019	312.82
34955	GRANITE	GRANITE ROCK, INC.	07/11/2019	2,296.47
34956	HOMEDEPC	HOME DEPOT	07/11/2019	1,434.43
34957	KALABOLA	JEANETTE KALABOLAS	07/11/2019	63.75
34958	LOCKWORF	LOCKWORKS UNLIMITED, INC.	07/11/2019	749.83
34959	LYNGSOMA	LYNGSO GARDEN MATERIAL INC	07/11/2019	23.65
34960	M&MBACK	M&M BACKFLOW & METER MAINTE		1,627.29
34961	MATCOTLS	MATCO TOOLS	07/11/2019	3,394.78
34962	MHN	MHN	07/11/2019	45.54
34963	OCCHECEN	OCCUPATIONAL HEALTH CENTERS O		176.00
34964	OLSEN	STAN OLSEN	07/11/2019	16.37
34965	OREILLYA	OREILLY AUTO PARTS, INC.	07/11/2019	165.43
34966	PENCORJP	PENINSULA COORIDOR JOINT POWEF		11,250.00 22.50
34967	PETCAT	PETERSON CAT	07/11/2019	16,252.79
34968 34969	PG&E PRIORTY	PG&E CFM/PPC DEPT	07/11/2019	4,269.25
34909	RUDOCK	PRIORITY 1 PUBLIC SAFETY EQUIPMI TAMMY RUDOCK	07/11/2019	182.00
34970	SMCEMA	SAN MATEO COUNTY EMERGENCY M.		100.00
34971	SFPUCWAT	SFPUC WATER QUALITY	07/11/2019	3,155.00
34972	STEPFORD	STEPFORD BUSINESS, INC.	07/11/2019	1,791.88
34974	UNLMTOOL	UNLIMITED TOOL & REPAIR, INC.	07/11/2019	3,990.90
34975	VALLEYOL	VALLEY OIL COMPANY	07/11/2019	1,585.93
34976	VANGUARE	VANGUARD CLEANING SYSTEMS, INC		385.00
34977	VERIZON	VERIZON WIRELESS	07/11/2019	832.34
34978	ACWA5661	ACWA JPIA	07/11/2019	39,934.93
100349	DAVIDSON	JOHN T. DAVIDSON OR DBA JRocket77	07/11/2019	6,898.75
			Total for 7/11/2019:	148,633.93
100375	CALPERS	CALPERS	07/15/2019	140,233.00
			Total for 7/15/2019:	140,233.00
34979	AIRGAS	AIRGAS, LLC	07/18/2019	158.05
34980	BAGGENGI	BAGG ENGINEERS	07/18/2019	940.00
34981	BPLANDSC	BAY POINTE LANDSCAPE	07/18/2019	1,625.00
34982	FASTSIGN	FASTSIGNS	07/18/2019	704.85
34983	FOSTERMI	MIKE FOSTER	07/18/2019	100.00
34984	NOLANGEE	NOLAN GEE	07/18/2019	50.00
34985	HOMEDEPC	HOME DEPOT	07/18/2019	126.50
34986	LINDALI	LINDA LITZ	07/18/2019	50.00
34987	OFFICTEM	OFFICE TEAM	07/18/2019	340.00
34988	RECOLOGY	RECOLOGY SAN MATEO	07/18/2019	674.86
34989	JUDSAGER	JUDITH SAGER	07/18/2019	100.00 666.52
34990	TILLANDA	DANIEL TILLAN	07/18/2019	000.32

Check No	Vendor No	Vendor Name	Check Date	Check Amount
100374	PAKPOUR	PAKPOUR CONSULTING GROUP, INC	07/18/2019	10,801.82
			Total for 7/18/2019:	16,337.60
			Report Total (135 checks):	1,332,051.77



AGENDA ITEM NO. 5.C.

DATE: July 25, 2019

TO: Board of Directors

FROM: Tammy Rudock, General Manager

SUBJECT: APPROVE CONTRACT FOR PROFESSIONAL SERVICES IN THE TOTAL

AMOUNT OF \$67,000 WITH JOHN DAVIDSON D/B/A JROCKET77 DESIGN & MARKETING FOR PUBLIC OUTREACH/EDUCATION/RELATIONS SERVICES, MPWD WEBSITE MANAGEMENT, AND PRINTING SERVICES

SERVICES, INF VID WEBSITE INAINAGEMENT, AND FRINTING SERVICES

RECOMMENDATION

Approve contract for professional services in the amount of \$67,000 with John Davidson d/b/a Jrocket77 Design & Marketing.

FISCAL IMPACT

\$50,000 is proposed for professional graphic design and composition services.

\$17,000 is estimated for public outreach/education printing services.

\$67,000 TOTAL (NOT-TO-EXCEED)

The total amount of \$67,000 was included within the approved FY 2019/2020 Operating Budget.

The MPWD spent a total of \$49,160 for professional services and \$12,895 for printing services in FY 2018/2019 (and \$59,424 for services and \$11,905 for printing in FY 2017/2018).

DISCUSSION

The attached contract is a template form developed by District Counsel and customized for the services to be provided by John Davidson d/b/a Jrocket77 Design & Marketing for MPWD public relations and outreach/education and website services to be provided within this fiscal year.

Attachments:	Contract for Professional Services, including proposals for FY 2019/2020
	Design/Marketing/Website Services and Estimated Printing Services

BOARD ACTION:	APPROVED:	DENIED:	POSTPONED	: STAFF D	IRECTION:	
UNANIMOUS	VELLA	ZUCCA	WARDEN	SCHMIDT	WHEELER	

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the 25th day of July 2019, by and between the MID-PENINSULA WATER DISTRICT ("DISTRICT") and JOHN DAVIDSON D/B/A JROCKET77 DESIGN & MARKETING ("CONSULTANT").

WHEREAS, the DISTRICT desires to obtain professional public relations and outreach and web design services for the DISTRICT which CONSULTANT is qualified to provide; and

WHEREAS, CONSULTANT has experience and familiarity with providing such services to the DISTRICT and desires to do same.

NOW, THEREFORE, the parties agree as follows:

- 1. RENDITION OF SERVICES. The CONSULTANT agrees to provide professional services to the DISTRICT in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services. CONSULTANT further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.
- 2. <u>SCOPE OF SERVICES</u>. The scope of the CONSULTANT's Services for FY 2019/2020 shall consist of public relations/outreach and MPWD website professional services outlined in the attached proposal identified as Exhibit A, and the related public relations/outreach printing services estimate attached as Exhibit B.

3. TERM.

This Agreement will commence upon its Effective Date and shall continue until the services set forth in Section 2 are successfully completed, as determined by the DISTRICT.

It is understood that the term of this Agreement is subject to the DISTRICT's right to terminate the Agreement in accordance with Section 13 of this Agreement.

4. COMPENSATION.

The CONSULTANT agrees to perform all of the professional services included in Section 2's Exhibit A for the not-to-exceed amount of \$50,000. Compensation shall be based upon the time devoted to the work by CONSULTANT at the hourly rate of \$90 hour.

CONSULTANT further agrees to coordinate the printing services identified in Section 2's Exhibit B for the estimated amount of \$17,000.

The agreed upon hourly rate shall include all direct labor, taxes, overhead, insurance, employee benefits, and other costs and expenses incurred by the CONSULTANT necessary for the performance of all the services called for under this Agreement. The hourly rate shall remain firm during the entire term of this Agreement. CONSULTANT may also seek

reimbursement for direct out-of-pocket expenses, without mark-up, for long distance phone calls and travel, lodging, parking and other direct costs incurred in the performance of the services as may be approved by the DISTRICT's General Manager.

5. MANNER OF PAYMENT. CONSULTANT shall submit invoices to DISTRICT on a monthly basis. Invoices shall itemize the number of hours devoted by CONSULTANT to work under this Agreement, applicable hourly rates in accordance with the fee schedule described in Section 4, and those out-of-pocket expenses incurred in the performance of work hereunder. The DISTRICT's General Manager will review and approve invoices prior to submission for payment. DISTRICT shall render payment within thirty (30) days of receipt of approved invoices.

All invoices should be sent to: Mid-Peninsula Water District

3 Dairy Lane P.O. Box 129 Belmont, CA 94002 Attn: General Manager

The DISTRICT reserves the right to withhold payment to the CONSULTANT if the DISTRICT determines that the quantity or quality of the work performed is unacceptable. The DISTRICT shall provide written notice to the CONSULTANT within ten (10) business days of the DISTRICT's decision not to pay and the reasons for non-payment.

- 6. <u>CONSULTANT'S KEY PERSONNEL</u>. It is understood and agreed by the parties that at all times during the term of this Agreement that John Davidson shall serve as the primary project person of CONSULTANT to undertake, render and oversee all of the services under this Agreement.
- 7. <u>DISTRICT REPRESENTATIVE</u>. Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the General Manager of the DISTRICT, or such person or persons as he shall designate in writing from time to time, shall represent and act for the DISTRICT.
- 8. <u>CONSULTANT'S STATUS</u>. Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the DISTRICT. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT's shall be one solely between said parties.
- 9. OWNERSHIP OF WORK. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the Services to be performed by CONSULTANT shall be and are the property of the DISTRICT. The DISTRICT shall be entitled to access to and copies of these materials during the progress of the work. Any property of the DISTRICT in the hands of the CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the DISTRICT. If any property of the DISTRICT is lost, damaged or destroyed before final delivery to the DISTRICT, the CONSULTANT shall replace it at its own expense and the CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the DISTRICT. The CONSULTANT agrees to execute any additional documents which may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

- within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the DISTRICT prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.
- 11. RESPONSIBILITY; INDEMNIFICATION. CONSULTANT shall indemnify, keep and save harmless the DISTRICT, and the DISTRICT members, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by an act or omission of the CONSULTANT or its employees, subcontractors or agents. CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment be rendered against the DISTRICT or any of the other individuals enumerated above in any such action, CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination of this Agreement.

12. INSURANCE.

A. <u>Workers' Compensation</u>. If CONSULTANT employs any person to perform work in connection with this Agreement, CONSULTANT shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT shall deliver to the DISTRICT a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT. Such insurance shall also contain a waiver of subrogation in favor of the Mid-Peninsula Water District and its Directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

В. Commercial General and Automobile Liability Insurance. CONSULTANT shall also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and the DISTRICT for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the DISTRICT's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The Commercial General Liability Insurance policy shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the DISTRICT, and its Directors, officers, employees and agents. The Automobile Liability Insurance policy shall be subject to a limit for each occurrence of One Hundred Thousand Dollars (\$100,000) naming as an additional insured, in connection with CONSULTANT's activities, the DISTRICT, and its Directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the DISTRICT.

Inclusion of the DISTRICT as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. The policy shall protect CONSULTANT and the DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. Such insurance shall also contain a waiver of subrogation in favor of the Mid-Peninsula Water District and its Directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally

Prior to commencement of work hereunder, CONSULTANT shall deliver to the DISTRICT a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT.

C. <u>Deductibles and Retentions</u>. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from the DISTRICT. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that the DISTRICT seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subcontractor is not a named defendant in the lawsuit.

13. <u>TERMINATION</u>. The DISTRICT shall have the right to terminate this Agreement at any time by giving written notice to the CONSULTANT. In the event of termination for any reason other than the fault of the CONSULTANT, the CONSULTANT shall be compensated in

accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. For termination for default, the DISTRICT shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination.

14. <u>NOTICES</u>. All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT's General Manager and the CONSULTANT's Principal, John Davidson.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT: Mid-Peninsula Water District

3 Dairy Lane

Post Office Box 129 Belmont, California 94002

ATTENTION: General Manager

If to the CONSULTANT: John Davidson d/b/a

Jrocket77 Design & Marketing 2564 E 2150 South Circle St. George, UT 84790

ATTENTION: John Davidson

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

15. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>. In connection with the performance of this Agreement the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, disability or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. MISCELLANEOUS

A. <u>Records</u>. During the term of this Agreement, CONSULTANT shall permit representatives of the DISTRICT to have access to, examine and make copies, at the DISTRICT's expense, of its books, records and documents relating to this Agreement at all reasonable times.

- B. <u>District Warranties</u>. The DISTRICT makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.
- C. <u>Release of Information</u>. CONSULTANT shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of the DISTRICT's General Manager.
- D. <u>Use of Subcontractors</u>. CONSULTANT shall not subcontract any Services to be performed by it under this Agreement without the prior written approval of the DISTRICT, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.
- E. <u>No Assignment</u>. CONSULTANT shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of the District.
- F. <u>Attorney's Fees</u>. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.
- G. <u>Applicable Law</u>. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.
- H. <u>Binding on Successors</u>. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- I. <u>Waiver</u>. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.
- J. <u>Entire Agreement; Modification</u>. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

MID-PENINSULA WATER DISTRICT	JOHN DAVIDSON D/B/A JROCKET77 DESIGN & MARKETING		
By:	By:		
Tammy A. Rudock	John Davidson		
General Manager	Principal/Owner		





Proposal for 2019-2020 Design/Marketing/Website Services
Attn: Tammy Rudock, MPWD
7.17.19 | Page 1 of 2

SCOPE OF SERVICES

JROCI	KET77 DESIGN & MARKETING shall provide the following services to MPWD during FY 2019-20
1. Ong	joing Website Design Strategy and Management
A.	Manage website for consistency and timely communications.
B.	Maintenance of the MPWD Customer Connect program to integrate text alerts and email
	customer communications, and run survey campaigns.
C.	Produce regularly scheduled Waterline e-newsletter campaigns.
D.	Coordinate with staff the addition of more content on the new MPWD website.
E.	Maintain operation of and access to MPWD website.
F.	Maintain compliance with multiple transparency guidelines.
G.	Other website services as directed by staff.
H.	Integrate the NovusAgenda board agenda management tool into website.
l.	Design and implement the online water quality tool for customers.
J.	Initiate Website 4.0 planning and implementation.
2. Pub	lications
A.	Annual CCR by June 30th.
B.	Annual end-of-year newsletter by November 30th.
C.	Annual water conservation report by October 15.
D.	Create CIP brochures/reports/FAQs as identified by MPWD.
E.	Annual Water Conservation Calendar.
F.	Development of Financial Control Policy Manual.
	Development of O&M Manual.
H.	Other publications as directed by staff.
3. Pub	lic Relations and Outreach
	Press releases: Including but not limited to: Board reorganization, calendar contest winners,
	CIP impact on local neighborhoods, community events and projects, 90th anniversary.
B.	Monthly bill stuffers as identified by MPWD.
C.	CIP messaging (print and electronic media).
D.	Assist with customer survey campaign as directed by MPWD.
E.	Promotion/advertising of MPWD workshops.
F.	Other projects as directed by staff.







Proposal for 2019-2020 Design/Marketing/Website Services
Attn: Tammy Rudock, MPWD
7.17.19 | Page 2 of 2

in Diamania and recording Cuppers
 Continued consistent messaging and support of MPWD branding and identity.
B. Annual printing of MPWD letterhead after confirmed Board reorganization by January 31st.
C. Business cards as needed.
D. Business envelopes as needed.
 E. Graphic design and liaison work with third-party vendors for MPWD facility signage and vehicle graphics.
F. Ensure coordination of BAWSCA materials include MPWD branding and identity.
G. Graphic design and liaison work with third-party vendors for promo items as identified by MPWD.
H. Support additional promotional needs and research for community events, celebrating MPWD's
90th anniversary.
I. Other support as directed by staff.
5. Water Conservation and Marketing
A. Misc. water conservation messaging (print and electronic media).
B. Copy writing services.
C. Other items as directed by staff.
and the same and an encourable specific and an e
6. Personnel/Administrative Support
A. Standard Operating Procedures manual and staff training.
B. MPWD Safety Calendar initiative.
Total annual500 hours
Average monthly hours: 42. Hourly rate: \$100
These services shall be ongoing through MPWD FY 2019/2020 and managed by the General Manager.
Thank you,

4. Branding and Identity Support 60 hours







Estimated Costs for Printing Fiscal Year 2019/2020 Attn: Tammy Rudock, MPWD

7.17.19

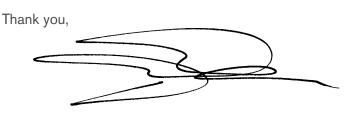
PRINTING ESTIMATE

Proposal of costs for printing/production and mailhouse delivery services for MPWD during Fiscal Year 2019/2020:

Annual CCR, *Waterline* newsletters, envelopes for mailing campaigns, staff and BOD business cards, letterheads, water conservation annual report, annual student water conservation calendars, public service announcements, rebate program applications, bill stuffer messaging, CIP collateral, emergency service alert mailers. Costs include tax and delivery.

...... Estimated: \$17,000





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AGENDA ITEM NO. 5.D.

DATE: July 25, 2019

TO: Board of Directors

FROM: Rene A. Ramirez, Operations Manager

SUBJECT: APPROVE RESOLUTION 2019-14 ESTABLISHING SURPLUS ITEM

LIST 19-02 AND DECLARING TWO PICKUP TRUCKS IN DISTRICT INVENTORY AS SURPLUS, AND AUTHORIZING STAFF TO SELL

THE ITEMS VIA GOVDEALS.COM

RECOMMENDATION

Approve Resolution No. 2019-14 establishing a list known as "Surplus Items List 19-02" and declaring two (2) pickup trucks in District inventory surplus (see attached Exhibit A for description), and authorizing staff to place the items for sale on a public auction bid site known as GovDeals.com. The Board has previously approved similar resolutions regarding surplus assets on September 28, 2017, March 22, 2018, May 24, 2018, and February 28, 2019.

FISCAL IMPACT

It is estimated that the auction of these four items could generate approximately \$14,000 in revenue. GovDeals.com fee/commission is 10% of the item's sales price and would be paid by the successful bidder. The proceeds from the sale of this equipment would be miscellaneous revenue.

DISCUSSION

The equipment/items identified on Exhibit A are no longer needed by the District and have been replaced by newer pickup trucks. Staff plans to use a public auction site known as GovDeals.com to sell the surplus items. GovDeals.com works only with public agencies for the sale of surplus assets. They are an auction site and anyone with internet capability can bid on items from their site. GovDeals.com derives their fee/commission from a 10% fee added to the successful bid, which is very similar to car auction sites and others. For a staff our size, GovDeals.com appears to be a very efficient way to deal with surplus items. The first step is to have materials declared surplus and authorize the sale.

Attachments:	Resolution	2019-14

Exhibit A – Surplus Items List 19-02

BOARD ACTION:	APPROVED:	DENIED:_	POSTPONEI	D:STAFF [DIRECTION:
UNANIMOUS	VELLA	ZUCCA	WARDEN	SCHMIDT	WHEELER

RESOLUTION NO. 2019-14

DECLARING DISTRICT PROPERTY SURPLUS IDENTIFIED IN SURPLUS ITEMS LIST 19-02 (EXHIBIT A)

* * *

MID-PENINSULA WATER DISTRICT

WHEREAS, the Mid-Peninsula Water District no longer has a need or use for the vehicles listed on Exhibit A due to age, obsolescence and/or cost of maintenance; and

WHEREAS, it is highly desirable to sell or dispose of the surplus equipment for the highest return possible.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Mid-Peninsula Water District hereby declares the equipment listed on Exhibit A, which is incorporated herein by reference, as surplus and to be sold by public auction, bid or sale at the least cost or greatest benefit to the District; and that staff is authorized to undertake any and all actions to transfer title to the successful bidder/purchaser.

RECIII ARLY PASSED AND ADOPTED this 25th day of July 2019

	REGULARET TROOPED TAND TED III	ins 25th day of July 2017.
	AYES:	
	NOES:	
	ABSTENTIONS:	
	ABSENCES:	
		PRESIDENT
ATTES	ST:	
SECRE	ETARY OF THE BOARD	



EXHIBIT A

SURPLUS ITEMS LIST 19-02

1. 2001 Chevrolet Silverado 2500 HD Regular Cab Pickup Truck; 6.6L V-8 turbo diesel engine; approximately 202,000 miles on odometer; automatic transmission; two key FOBS; two-wheel drive; four-wheel ABS power brakes; power steering with tilt wheel; AM/FM stereo with cassette; air conditioning; power door locks and windows; cruise control; tinted windows; dual airbags; 16" wheels and newer tires; exterior color – white; interior color – blue and gray; and seats have a medium gray cordura-nylon seat cover. Vehicle has been regularly serviced.

VIN: 1GCHC24181E334693

2. 2007 Chevrolet Silverado 2500 HD Regular Cab Pickup Truck; 6.0L V-8 gasoline engine; approximately 110,000 miles on odometer; automatic transmission; two keys (no fob); two-wheel drive; ABS power brakes; power steering; AM/FM radio; air conditioning; manual door locks, seats and windows; tinted windows; dual airbags; 16" wheels and newer tires; exterior color – white; interior color – gray; and seats have a medium gray cordura-nylon seat cover. Vehicle has been regularly serviced.

VIN: 1GCHC24K27E557653.



AGENDA ITEM NO. 5.E.

DATE:	July 25, 2019							
TO:	Board of Directors							
FROM:	Tammy Rudock, General Manager							
SUBJECT:	APPROVE 2019 MPWD CATALOG OF ENTERPRISE SYSTEMS PER SENATE BILL 272							
RECOMMEN Approve 201	NDATION 9 MPWD Catalog of Enterprise Systems.							
FISCAL IMP None.	PACT							
	No. 2016. According to law, it has ed annually and approved by the Board before updating and posting to the							
Staff reviewe	ed the report and there were no revisions needed for 2019.							
Attachment:	MPWD Catalog of Enterprise Systems dated July 25, 2019							
BOARD ACTIO	N: APPROVED: DENIED: POSTPONED: STAFF DIRECTION:							
UNANIMOUS_	VELLA ZUCCA WARDEN SCHMIDT WHEELER							



CATALOG OF ENTERPRISE SYSTEMS

CA Senate Bill 272 Compliance

Approved on October 11, 2015, SB 272 adds a section to the California Public Records Act requiring local agencies to create a catalog of Enterprise System by July 1, 2016, with annual updates.

Enterprise System

As defined by SB 272, an Enterprise System is a software application or computer system that collects, stores, exchanges, and analyzes information an agency uses that is both of the following:

- ➤ A multi-departmental system or a system that contains information collected about the public.
- A system that serves as an original source of data within an agency.

An Enterprise System does not include any of the following:

- Information Technology security systems, including firewalls and other cybersecurity systems.
- Physical access control systems, employee identification management systems, video monitoring and other physical control systems.
- Infrastructure and mechanical control systems, including those that control or manage street lights, electrical, natural gas, or water or sewer functions.
- > Systems related to 911 dispatch and operation or emergency services.
- Systems that would be restricted from disclosure by Government Code Section 6254.19.
- ➤ The specific records that the information technology system collects, stores, exchanges, or analyzes.

Requirements

- 1. Create a catalog of enterprise systems, containing:
 - Current vendor
 - Current system product
 - System's purpose
 - A description of categories or types of data
 - The department that is the prime custodian of the data
 - The frequency that system data is collected
 - The frequency that system data is updated
- To make the catalog publicly available upon request
- 3. To post the catalog in a prominent location on the agency's website

Exception

If the public interest served by not disclosing the information described clearly outweighs the public interest served by disclosure, the local agency may instead provide a system name, brief title or identifier of the system.

SB 272 Compliance July 25, 2019



VENDOR	PRODUCT	SYSTEM PURPOSE	DATA CATEGORY	CUSTODIAN	COLLECTION FREQUENCY	UPDATE FREQUENCY
Microsoft, Inc.	Exchange 2010	Email communications, scheduling/calendar	Unified messaging	MPWD/IT*	Daily	Daily
Microsoft, Inc.	Microsoft Office	Creation and organization of digital work product and running of applications	Interdepartmental database of forms and documents	MPWD/IT	Daily	Daily
CUSI**	Water Billing System	Water billing	Utility billing	MPWD	Daily	Daily
Adobe	Adobe Professional	PDF document production and editing	Other	MPWD	Daily	Daily
Comcast	Business Voice Edge	Integrated voice of IP telephone and voicemail systems	Other	MPWD/IT	As needed	As needed
ESRI	ArcGIS	Geographic Information System (GIS)	Land records; water system database	MPWD	Daily	Daily
Intuit	QuickBooks	Financial management system	Financial system	MPWD	Daily	Daily
ADP	ADP Payroll	Employee time entry system and payroll	Financial system	MPWD/ADP***	Daily	Daily
Accela	Springbrook	Financial management system	Financial system	MPWD	Daily	Daily

July 25, 2019 SB 272 Compliance

^{*}IT = Information Technology

**CUSI = Continental Utility Solutions, Inc.

^{***}ADP = Automatic Data Processing, Inc.



AGENDA ITEM NO. 7.A.

DATE: July 25, 2019

TO: Board of Directors

FROM: Tammy Rudock, General Manager

Candy Pina, Administrative Services Manager

Rene Ramirez, Operations Manager

SUBJECT: RECEIVE QUARTERLY REPORTS ON 2016 COP FINANCING THROUGH

JUNE 30, 2019:

1. FINANCIAL RECONCILIATION REPORT

2. CAPITAL PROJECT FUND REPORT

RECOMMENDATION

Receive Quarterly Reports on 2016 COP Financing through June 30, 2019:

- 1. Financial Reconciliation Report; and
- 2. Capital Project Fund Report

FISCAL IMPACT

	MPWD 2016 COP CIP - RECONCILIATION @ 06/30/19						
Date	Activity		COP Funds				
Date	Activity		COP Fullus				
12/21/2016	Net Proceeds as of 12/21/16 to COP CIP	\$	19,143,020.82				
3/20/2017	Transfer to Project Funds	\$	42,875.50				
6/30/2019	Project Costs	\$	(5,278,879.03)				
6/30/2019	Total Dividends Earned	\$	552,662.40				
6/30/2019	Balance	\$	14,459,679.69				

DISCUSSION

Staff's 2016 COP Quarterly Reconciliation Report is attached. Trustee bank statements were reconciled and the project fund balance at June 30, 2019, was \$14,459,679.69.

Dan Bergmann of IGService will present the attached quarterly report on capital project expenditures and the Annual Bond Disclosure Report.

Attachments:	2016 COP Quarterly	Reconciliation	Report through	June 30 2019
Allacillients.	ZUIU COF Qualielly	NECOHOHAHOH	Nepoli illibuali	Julie 30. ZU 13

2016 COP Quarterly Project Fund Report through June 30, 2019

						_
BOARD ACTION	: APPROVED:	DENIED:	POSTPON	ED: STAFF	DIRECTION:	
UNANIMOUS	VELLA	ZUCCA	WARDEN	SCHMIDT	WHEELER	

	MPWD 2016 COP CIP - RECONCILIATION @ 06/30/19						
Date	Activity		COP Funds				
12/21/2016	Net Proceeds as of 12/21/16 to COP CIP	\$	19,143,020.82				
3/20/2017	Transfer to Project Funds	\$	42,875.50				
6/30/2019	Project Costs	\$	(5,278,879.03)				
6/30/2019	Total Dividends Earned	\$	552,662.40				
6/30/2019	Balance	\$	14,459,679.69				

COST OF ISSUANCE					
Date	Activity		Closing Costs		
12/21/2016	Deposit from Net Proceeds	\$	251,000.00		
12/21/2016	Total Issuance Costs	\$	(208,124.50)		
3/20/2017	Transfer to Project Funds	\$	(42,875.50)		
	Total	\$	-		

COP Project Costs YTD				
Date	Activity		Project Costs	
6/30/2019	Karen/Folger/Mezes/South/Arthur Water Main Replacement (WMR	\$	2,464,193.28	
6/30/2019	Hillcrest Pressure Regulating Station	\$	443,001.14	
6/30/2019	Dekoven Tank Replacement	\$	100,355.56	
6/30/2019	Old County Road WMR	\$	255,218.49	
6/30/2019	El Camino Real/Malcolm Ave WMR	\$	312,608.89	
6/30/2019	Notre Dame/Tahoe/Cliffside	\$	315,858.18	
6/30/2019	SR 101 Crossing at PAMF Hospital	\$	381,415.70	
6/30/2019	Francis, Academy, Davey (w/Belmont)	\$	1,006,227.79	
	Total	\$	5,278,879.03	

	Dividends Earned					
Date	Activity		Int	erest Earned		
12/31/2017	Dividends Earned (Jan - Dec 2017)		\$	120,105.34		
12/31/2018	Dividends Earned (Jan - Dec 2018)		\$	264,043.09		
3/31/2019	Dividends Earned (Jan - Mar 2019)		\$	83,670.64		
4/30/2019	Dividends Earned (Apr 2019)		\$	29,011.69		
5/31/2019	Dividends Earned (May 2019)		\$	27,609.00		
6/30/2019	Dividends Earned (June 2019)		\$	28,222.64		
	Total		\$	552,662.40		

Updated 06/30/19

	MPWD SCHEDULE OF INSTALLMENT PAYMENTS							
Date Due	Activity		Principal		Interest		Total	
5/15/2017	Payment made			\$	330,133.34	\$	330,133.34	
11/15/2017	Payment made	\$	315,000.00	\$	371,400.00	\$	686,400.00	
5/15/2018	Payment made			\$	365,100.00	\$	365,100.00	
11/15/2018	Payment made	\$	345,000.00	\$	365,100.00	\$	710,100.00	
5/15/2019	Payment made			\$	358,200.00	\$	358,200.00	
11/15/2019	Payment to be made	\$	360,000.00	\$	358,200.00	\$	718,200.00	
5/15/2020	Payment to be made			\$	351,000.00	\$	351,000.00	
11/15/2020	Payment to be made	\$	375,000.00	\$	351,000.00	\$	726,000.00	
5/15/2021	Payment to be made			\$	343,500.00	\$	343,500.00	
	Payment to be made	\$	385,000.00	\$	343,500.00	\$	728,500.00	
	Payment to be made			\$	335,800.00	\$	335,800.00	
11/15/2022	Payment to be made	\$	405,000.00	\$	335,800.00	\$	740,800.00	
	Payment to be made			\$	327,700.00	\$	327,700.00	
11/15/2023	Payment to be made	\$	420,000.00	\$	327,700.00	\$	747,700.00	
5/15/2024	Payment to be made			\$	319,300.00	\$	319,300.00	
	Payment to be made	\$	435,000.00	\$	319,300.00	\$	754,300.00	
5/15/2025	Payment to be made			\$	310,600.00	\$	310,600.00	
	Payment to be made	\$	455,000.00	\$	310,600.00	\$	765,600.00	
	Payment to be made			\$	301,500.00	\$	301,500.00	
	Payment to be made	\$	470,000.00	\$	301,500.00	\$	771,500.00	
	Payment to be made			\$	292,100.00	\$	292,100.00	
	Payment to be made	\$	490,000.00	\$	292,100.00	\$	782,100.00	
	Payment to be made			\$	282,300.00	\$	282,300.00	
	Payment to be made	\$	510,000.00	\$	282,300.00	\$	792,300.00	
1.1.	Payment to be made			\$	272,100.00	\$	272,100.00	
	Payment to be made	\$	530,000.00	\$	272,100.00	\$	802,100.00	
	Payment to be made			\$	261,500.00	\$	261,500.00	
	Payment to be made	\$	550,000.00	\$	261,500.00	\$	811,500.00	
	Payment to be made			\$	250,500.00	\$	250,500.00	
	Payment to be made	\$	575,000.00	\$	250,500.00	\$	825,500.00	
	Payment to be made			\$	239,000.00	\$	239,000.00	
	Payment to be made	\$	595,000.00	\$	239,000.00	\$	834,000.00	
	Payment to be made		522.222.22	\$	227,100.00	\$	227,100.00	
	Payment to be made	\$	620,000.00	\$	227,100.00	\$	847,100.00	
	Payment to be made		645,000,00	\$	214,700.00	\$	214,700.00	
	Payment to be made	\$	645,000.00	\$	214,700.00	\$	859,700.00	
	Payment to be made		670,000,00	\$	201,800.00	\$	201,800.00	
	Payment to be made	\$	670,000.00	\$	201,800.00	\$	871,800.00	
	Payment to be made		700 000 00	\$	188,400.00	\$	188,400.00	
	Payment to be made	\$	700,000.00	\$	188,400.00	\$	888,400.00 174,400.00	
/ /	Payment to be made	<u> </u>	725 000 00	\$	174,400.00	\$		
	Payment to be made Payment to be made	Ş	725,000.00	\$	174,400.00 159,900.00	\$	899,400.00 159,900.00	
	Payment to be made	\$	755,000.00	\$	159,900.00	_	914,900.00	
	•	Ş	755,000.00	\$		\$		
	Payment to be made	\$	785,000.00	\$	144,800.00 144,800.00	\$	144,800.00 929,800.00	
	Payment to be made Payment to be made	· · ·	705,000.00	\$	129,100.00	\$	129,100.00	
	Payment to be made	\$	815,000.00	\$	129,100.00	\$	944,100.00	
	Payment to be made	٠	013,000.00	\$	112,800.00	\$	112,800.00	
	Payment to be made	\$	850,000.00	\$	112,800.00	\$	962,800.00	
	Payment to be made	۲	650,000.00	\$	95,800.00	\$	95,800.00	
	Payment to be made	\$	885,000.00	\$	95,800.00	\$	980,800.00	
	Payment to be made	7	303,000.00	\$	78,100.00	\$	78,100.00	
	Payment to be made	\$	920,000.00	\$	78,100.00	\$	998,100.00	
	Payment to be made	Ť	320,000.00	\$	59,700.00	\$	59,700.00	
	Payment to be made	\$	955,000.00	\$	59,700.00	\$	1,014,700.00	
	Payment to be made	- -	333,000.00	\$	40,600.00	\$	40,600.00	
	Payment to be made	\$	995,000.00	\$	40,600.00	\$	1,035,600.00	
	Payment to be made	- '	333,000.00	\$	20,700.00	\$	20,700.00	
	Payment to be made	\$	1,035,000.00	\$	20,700.00	т	1,055,700.00	
,,,	Balance	\$	18,570,000.00	\$	13,617,733.34	\$	32,187,733.34	
		, T	,_, _,_,_,	-	,,	-	Updated 06/30/19	

Updated 06/30/19



July 21, 2019

Tammy Rudock General Manager Mid-Peninsula Water District

Re: Certificate of Participation (COP) Spending Report as of June 30, 2019

Dear Ms. Rudock:

The following are highlights from tracking of quarterly and overall COP spending as of June 30, 2019.

Email: trudock@midpeninsulawater.org

<u>Total COP funds spent are \$5,278,879</u>. This is 26.7% percent of the beginning funds amount plus accumulated dividends, which total \$19,738,559. (Table 1 and Chart)

Quarterly COP spending was \$432,175. Of this total, engineering payments were \$189,398, and construction payments were \$242,777. All construction payments were for the Hillcrest Pressure Regulating Station. Quarterly spending reconciles exactly to the project detail and to the Bank of New York monthly statements. (Tables 1, 2, and 3)

<u>Quarterly Pay-Go spending was \$16,236</u>. The total amount of Pay-Go funds to date for the projects listed is \$1,081,061. (Table 3 and Chart)

<u>Cost Projections</u>. There are no updates to Cost Projections for this reporting period. Note that seven projects have not yet had updated estimated engineering costs. These are indicated by "N.U." in Table 3.

Sincerely,

Dan Bergmann

Dan Bergmann

Principal



Table 1 Bank of New York MPWD Account 361685								
	Expenditures							
Quarter Ending	Dividends	Monthly	Quarterly	Ending Project Fund Balance				
Beginning Balance	,	· · · · · · · · · · · · · · · · · · ·	- !	\$19,143,020.82				
Mar-17 ¹	\$42,875.50	0.00		\$19,185,896.32				
Mar-17	12,640.32	0.00		19,198,536.64				
Jun-17	26,269.49	(268,386.44)	(268,386.44)	18,956,419.69				
Jul-17	11,186.97	(37,411.30)		18,930,195.36				
Aug-17	13,178.04	(76,232.49)		18,867,140.91				
Sep-17	13,889.47	(30,529.45)	(144,173.24)	18,850,500.93				
Oct-17	13,740.78	(31,325.20)		18,832,916.51				
Nov-17	14,584.55	(269,821.99)		18,577,679.07				
Dec-17	14,615.74	(370,309.75)	(671,456.94)	18,221,985.06				
Jan-18	16,315.52	(315,748.56)		17,922,552.02				
Feb-18	17,717.32	(221,300.77)		17,718,968.57				
Mar-18	17,140.20	(280,719.75)	(817,769.08)	17,455,389.02				
Apr-18	20,666.32	(437,470.39)		17,038,584.95				
May-18	21,315.01	(418,903.86)		16,640,996.10				
Jun-18	22,792.33	(122,821.81)	(979,196.06)	16,540,966.62				
Jul-18	22,571.92	(346,653.05)		16,216,885.49				
Aug-18	24,003.89	(56,018.89)		16,184,870.49				
Sep-18	24,700.72	(181,427.83)	(584,099.77)	16,028,143.38				
Oct-18	24,735.82	(640,048.84)		15,412,830.36				
Nov-18	26,088.52	(77,634.29)		15,361,284.59				
Dec-18	25,995.52	0.00	(717,683.13)	15,387,280.11				
Jan-19	28,006.89	(90,278.13)		15,325,008.87				
Feb-19	29,282.07	(283,598.44)		15,070,692.50				
Mar-19	26,381.68	(290,062.32)	(663,938.89)	14,807,011.86				
Apr-19	29,011.69	(76,189.41)		14,759,834.14				
May-19	27,609.00	(267,710.56)		14,519,732.58				
Jun-19	28,222.64	(88,275.53)	(432,175.50)	14,459,679.69				
Totals	\$595,537.92	(\$5,278,879.05)	(\$5,278,879.05)	\$14,459,679.69				
Beginning Funds plus Total Dividends	\$19,738,558.74							
Percent Spent	26.7%							
Note 1. Transfer to Project I	unds							



			Та	Table 2					
MPWD Projects: Through June 30, 2019				Requisitions	itions				
Project	#	40	41	42	43		Subtotals	Construction	Engineering
Karen Road Improvements	15-73						ı		1
Folger Drive Improvements	15-65						ı	1	I
Mezes Avenue Improvements	15-14						1		ı
South Road Abandonment	15-44							1	ı
Arthur Avenue Improvements	15-22							1	ı
<u>Dekoven Tanks Replacement</u>	15-89	24,817.90	2,835.63	5,528.25	2,362.50		35,544.28	,	35,544.28
Hillcrest Pressure Regulating Station	15-87		6,420.75	247,061.50	2,315.25		255,797.50	242,777.50	13,020.00
Old County Road Improvements	15-75				59,854.84		59,854.84	1	59,854.84
El Camino Real Improvements	15-76	20,081.00	635.25	2,440.75	712.50		23,869.50	1	23,869.50
Notre Dame Avenue Loop Closure	15-10		8,451.28	5,809.56	9,909.64		24,170.48	1	24,170.48
Notre Dame Abandonment / Fire Hydrant	15-49		2,879.01	1,979.08	3,375.81		8,233.90	1	8,233.90
Tahoe Drive Area Improvements	15-28		4,736.43	3,255.91	5,553.75		13,546.09	1	13,546.09
Cliffside Court Improvements	15-38		2,043.16	1,404.51	2,395.74		5,843.41	1	5,843.41
N. Rd Cross Country / Davey Glen Rd Impr.	15-43						1	1	ı
Zone 5 Fire Hydrant Upgrades	15-06						-	1	ı
<u>Civic Lane Improvements</u>	15-78						•	1	ı
Dekoven Tank Utilization Project	15-09						ı	ı	ı
Belmont Canyon Road Improvements	15-29						ı	1	ı
North Road Improvements	15-42						ı	1	ı
SR 101 Crossing at PAMF Hospital	15-72	2,249.50	1,039.50	231.00	1,795.50		5,315.50	1	5,315.50
Williams Ave, Ridge Rd, Hillman Ave Impr.	15-16						ı	1	ı
Monte Cresta Dr / Alhambra Drive Impr.	15-17	ı	ı	ı	1	-		1	ı
Francis, Academy, Davey (w/Belmont)		-	-					-	ı
TOTALS							432,175.50	242,777.50	189,398.00
TOTALS		47,148.40	29,041.01	267,710.56	88,275.53	0.00	432,175.50	432,175.50	5.50
TOTALS GROUPED TO RECONCILE WITH BNY		76,189.41	1.41	267,710.56	88,275.53		432,175.50	432,175.50	5.50
			İ	İ					



			Table 3	e 3					
MPWD Projects: Through June 30, 2019	6		Cost Projections	tions			Spent		-
Project	#	Original ¹	Inflation ²	Updated ³	Status ⁴	COP	Pay-Go	Total	Completion
Karen Road Improvements	15-73	\$425,000	\$455,600	\$666,295	Final	(\$606,746)	(\$59,549)	(\$666,295)	Sep-18
Folger Drive Improvements	15-65	420,000	449,376	585,586	Final	(525,953)	(59,633)	(585,586)	Sep-18
Mezes Avenue Improvements	15-14	175,000	187,240	258,524	Final	(242,756)	(15,768)	(258,524)	Sep-18
South Road Abandonment	15-44	415,000	443,968	403,838	Final	(401,160)	(2,678)	(403,838)	Sep-18
Arthur Avenue Improvements	15-22	475,000	509,680	700,936	Final	(687,580)	(13,356)	(700,936)	Sep-18
Francis, Academy, Davey (w/Belmont)	15-43	680,000	727,328	1,839,264	Final	(1,006,227)	(872,008)	(1,878,235)	Mar-19
Hillcrest Pressure Regulating Station	15-87	345,000	369,888	1,004,544	Bid	(443,001)	(5,549)	(448,550)	Jun-19
Notre Dame Abandonment / Hydrants	15-49	n/a	173,120	100,000	Eng	(50,213)	0	(50,213)	Dec-19
Notre Dame Avenue Loop Closure	15-10	910,000	1,009,891	1,600,000	Eng	(147,400)	0	(147,400)	Dec-19
Tahoe Drive Area Improvements	15-28	510,000	563,692	640,000	Eng	(82,609)	0	(82,609)	Dec-19
Cliffside Court Improvements	15-38	220,000	258,998	130,000	Eng	(32,635)	0	(35,635)	Dec-19
Zone 5 Fire Hydrant Upgrades	15-06	150,000	168,730	175,000	Eng				Dec-19
<u>Civic Lane Improvements</u>	15-78	800,000	887,405	887,405	N.U.				Jun-19
Dekoven Tank Utilization Project	15-09	1,035,000	1,185,325	1,185,325	N.U.	(9,926)	0	(9,926)	Jun-20
<u>Dekoven Tanks Replacement</u>	15-89	3,500,000	4,009,576	4,009,576	N.U.	(90,430)	(40,687)	(131,117)	Jun-20
Old County Road Improvements	15-75	3,400,000	3,892,590	4,300,000	Eng	(255,219)	(11,250)	(266,469)	Jun-20
Belmont Canyon Road Improvements	15-29	420,000	480,300	480,300	N.U.				Jun-20
North Road Improvements	15-42	220,000	258,998	258,998	N.U.				Jun-21
El Camino Real Improvements	15-76	2,100,000	2,489,975	2,735,000	Eng	(312,609)	(54)	(312,663)	Jun-21
SR 101 Crossing at PAMF Hospital	15-72	1,670,000	2,033,486	3,475,000		(381,416)	(529)	(381,945)	Jun-22
Williams Ave, Ridge Rd, Hillman Ave Impr.	15-16	1,100,000	1,352,053	1,352,053	N.U.				Jun-22
Monte Cresta Dr / Alhambra Drive Impr.	15-17	1,075,000	1,313,786	1,313,786	N.U.				Jun-22
TOTALS		\$20,045,000	\$23,221,005	\$28,101,430		(\$5,278,880)	(\$1,081,061) (\$6,359,941)	(\$6,359,941)	
	_					1			

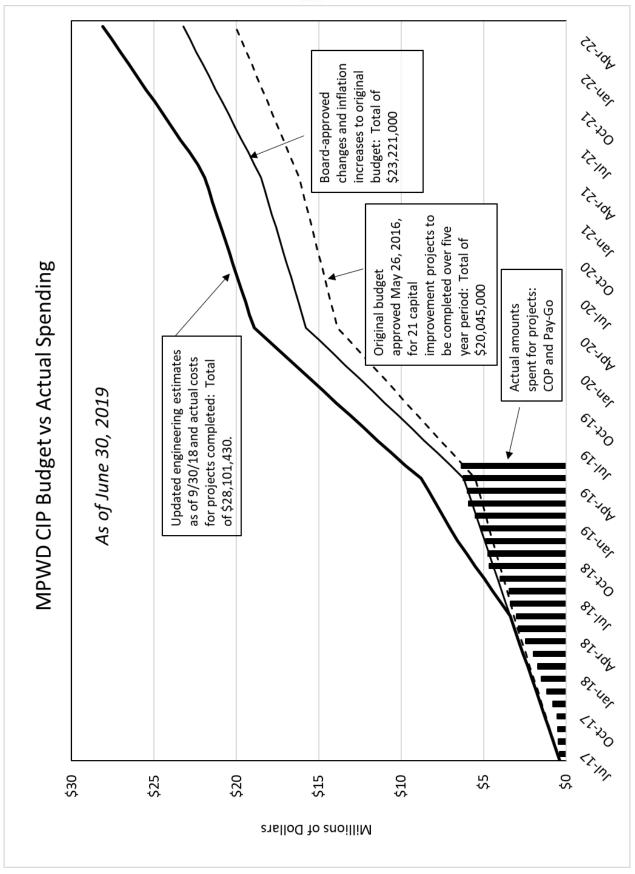
COP Beginning Fund Total \$19,143,021

\$595,538 COP Remaining Balance \$14,459,679 **Dividend Totals** 1) Resolution No. 2016-06, May 26, 2016 Notes:

²⁾ Adjusted by four percent annual construction cost inflation factor at June 22, 2017 Board Meeting

Adjustment detail is shown within each project tab
 "Eng" - Updated Engineer's Estimate; "Bid" - Contractor's Bid Price; "Final" - Final Project Cost, "N.U." - Not Updated







AGENDA ITEM NO. 7.B.

DATE: July 25, 2019

TO: Board of Directors

FROM: Rene A. Ramirez, Operations Manager

Joubin Pakpour, District Engineer

SUBJECT: CONSIDER RESOLUTION 2019-15 ACCEPTING AS COMPLETE THE

HILLCREST PRESSURE REGULATING STATION PROJECT AND AUTHORIZING THE RECORDATION OF A NOTICE OF COMPLETION

FOR THE PROJECT

RECOMMENDATION

Approve Resolution 2019-15 accepting as complete the Hillcrest Pressure Regulating Station Project.

FISCAL IMPACT

Original Contract Amount	\$649,620.00
Approved Change Orders	<\$19,105.22>
Total Value of Work Completed	\$630,514.78

BACKGROUND

This project consisted of the construction of a large diameter pressure reducing valve and appurtenances, and vault on the site of a Redwood City Tank Site near one of the District's water turn-outs from the San Francisco Public Utilities Commission (SFPUC).

DISCUSSION

This month the District Engineer is providing a final report and accounting for the project. (Reference Agenda Item 9.A.3.) The punch list items have been resolved, and record drawings were submitted to the MPWD by the contractor.

Once accepted by the Board, the attached Notice of Completion for the project will be signed and filed with San Mateo County.

Attachments:	Resolution 2019-15
/ titaoriiriorito.	110001411011 2010 10

Notice of Completion

BOARD ACTION:	APPROVED:	DENIED:_	POSTPONI	D: STA	FF DIRECTION:	_
UNANIMOUS	VELLA	ZUCCA	WARDEN	SCHMIDT	WHEELER	

RESOLUTION NO. 2019-15

ACCEPTING AS COMPLETE THE HILLCREST PRESSURE REGULATING STATION PROJECT AND AUTHORIZING THE RECORDATION OF A NOTICE OF COMPLETION FOR THE PROJECT

* * *

MID-PENINSULA WATER DISTRICT

WHEREAS, on January 24, 2019, the Mid-Peninsula Water District ("District") entered into a construction contract with Stoloski & Gonzalez, Inc. in the amount of \$649,620.00 for the Hillcrest Pressure Regulating Station Project; and

WHEREAS, three change orders were issued during the course of the Project, decreasing the contract price by \$19,105.22 for a total contract amount of \$630,514.78; and

WHEREAS, the Project Manager has determined that the work required under this contract has been completed in accordance with the contract plans and specifications and the contractor has submitted record drawings to the District; and

WHEREAS, a recommendation has been presented to the Board of Directors of the District to accept the project as complete and to authorize the recordation of a Notice of Completion with the County Recorder.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Mid-Peninsula Water District as follows:

- 1. The Hillcrest Pressure Regulating Station Project is hereby accepted as complete; and
- 2. The General Manager is hereby authorized and directed to record a Notice of Completion with the County of San Mateo evidencing acceptance and completion of this project.

	REGULARLY PASSED AND ADOPTED this	25th day of July 2019.
	AYES:	
	NOES:	
	ABSENCES:	
	ABSTENTIONS:	
ATTES	ST:	PRESIDENT, BOARD OF DIRECTORS
SECRI	ETARY OF THE BOARD	

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO Name Mid-Peninsula Water District Street Address 3 Dairy Lane City & State Belmont, CA 94002 L J

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECORD WITHOUT FEE Govt. Code § 6103 & 27383

NOTICE OF COMPLETION

Notice is hereby given that:

- 1. The undersigned is an authorized agent of the owner of the hereinafter described property.
- 2. The full name of the undersigned owner is:

NAME ADDRESS CITY AND STATE

Mid-Peninsula Water District 3 Dairy Lane Belmont, CA 94002

3. On July 25, 2019, there was completed on the hereinafter described real property located in the City of Redwood City, California, the Contract for the construction of the Hillcrest Pressure Regulating Station Project.

The work generally consisted of constructing a 20-inch Pressure Regulating Station in a vault on a tank site owned by the City of Redwood City (Sequoia Tank Site) near one of the Mid-Peninsula Water District's turn-outs from the San Francisco Public Utilities Commission Regional Water System. The new pressure regulating station will maintain more constant pressure in Zone 1 and eliminate pressure fluctuations from the Regional Water System.

4. The name of the prime contractor for the work is:

NAME ADDRESS CITY AND STATE

Stoloski & Gonzalez, Inc. 727 Main Street Half Moon Bay, CA 94019

The real property herein referred to is located in the City of Belmont, County of San Mateo, California.

VERIFICATION

I, <u>Candy Piña</u>, declare that I am the Secretary of the Mid-Peninsula Water District and am authorized to make this verification for that reason. I have read said Notice of Completion and know the contents thereof to be true and correct to my knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed	on, 2019, at		, California
	(date)	(place where signed)	
By:			
-	Candy Piña, Secretary of the District	_	



AGENDA ITEM NO. 7.C.

DATE: July 25, 2019

TO: Board of Directors

FROM: Rene A. Ramirez, Operations Manager

SUBJECT: CONSIDER RESOLUTION NO. 2019-16 AUTHORIZING A PROFESSIONAL

SERVICES AGREEMENT IN THE AMOUNT OF \$29,650 WITH BAY AREA GEOTECHICAL GROUP ENGINEERS (BAGG) FOR SOIL COMPACTION AND LABORATORY TESTING SERVICES DURING CONSTRUCTION OF THE NOTRE DAME AVENUE, CLIFFSIDE COURT, TAHOE DRIVE AREA WATER MAIN

REPLACEMENT CAPITAL PROJECT 07-1621-CP

RECOMMENDATION:

Adopt Resolution 2019-16, which authorizes execution of a professional services agreement totaling \$29,650 with BAGG.

FISCAL IMPACT:

The attached proposal from BAGG, proposes to develop two different compaction curves from soil samples taken early on during the construction project, which will then be used to quantify trench compaction during the construction work. Funding for this service contract will come from the certificates of participation (COP) funds since this service is in support of capital project 07-1621-CP.

DISCUSSION:

A proposal was received by the District Engineer from BAGG on June 25, 2019, which describes their scope of services in support of District capital project 07-1621-CP. Because the proposal's estimate exceeds the General Manager's signature authority, this matter is being brought to the Board for approval. The services proposed are necessary to make certain that the backfilling of the water main's trench following installation is compacted sufficiently to meet the project's specifications and avert trench failure which will lead to street failure. The level of service is proportionate to the size and scale of water main construction proposed.

The Professional Services Agreement is the most current form approved by District Counsel.

Attachments: Resolution No. 2019-16

Proposal from BAGG Engineers dated June 25, 2019

Contract No. 07-1621-CP BAGG Engineers

BOARD ACTION:	APPROVED:	DENIED:	POSTPONE	D: STAFF [DIRECTION:
UNANIMOUS	VELLA	ZUCCA	WARDEN	SCHMIDT	WHEELER

RESOLUTION NO. 2019-16

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
THE BAY AREA GEOTECHNICAL GROUP ENGINEERS,
REFERENCED AS, CONTRACT NO. 07-1621-CP BAGG ENGINEERS,
IN THE AMOUNT OF \$29,650,
FOR SOIL COMPACTION AND LABORATORY SERVICES RELATED TO
CAPITAL PROJECT 07-1621-CP

* * *

MID-PENINSULA WATER DISTRICT

WHEREAS, the Board of Directors (Board) adopted the MPWD Comprehensive System Analysis and Capital Improvement Program (CIP), FY 2016/2017 Update, and authorized the MPWD 5-Year CIP for Fiscal Years 2016/2017 through 2020/2021 at its May 26, 2016, Regular meeting; and

WHEREAS, the Notre Dame Avenue Loop Closure (CIP 15-10), Cliffside Court Improvements (15-38) and Tahoe Drive Area Improvements (15-28) projects, also known as capital project 07-1621-CP, are derived from the MPWD's 5-Year CIP for Fiscal Years 2016/2017 through 2020/2021; and

WHEREAS, the District proposes a professional services agreement with the Bay Area Geotechnical Group Engineers, for the purpose of engaging Bay Area Geotechnical Group Engineers, to prepare compaction curves and trench backfill compaction testing in support of the construction of water system improvements associated with capital project 07-1621-CP; and

WHEREAS, the professional services agreement with the Bay Area Geotechnical Group Engineers, referenced as Contract No. 07-1621-CP BAGG Engineers, in the amount of \$29,650, will be funded by MPWD 2016 COP (Certificates of Participation) proceeds.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Mid-Peninsula Water District hereby authorizes a professional services agreement with the Bay Area Geotechnical Group Engineers, referenced as Contract No. 07-1621-CP BAGG Engineers, for services related to the construction of capital project 07-1621-CP.

REGULARLY passed and adopted thi	s 25th day of July, 2019.	
AYES:		
NOES:		
ABSTENTIONS:		
ABSENCES:		
	PRESIDENT	
ATTEST:		
SECRETARY OF THE BOARD		

PROFESSIONAL SERVICES AGREEMENT

07-1621-CP BAGG Engineers

THIS AGREEMENT is made as of this 25th day of July, 2019, by and between MID-PENINSULA WATER DISTRICT, a public agency ("DISTRICT") and Bay Area Geotechnical Group Engineers, a California corporation ("CONSULTANT").

WHEREAS, the DISTRICT desires to obtain professional services in conjunction with the Notre Dame Avenue, Cliffside Court, and Tahoe Drive Area Project (known as: 07-1621-CP); and

WHEREAS, the CONSULTANT is ready, willing and able to furnish such services and has submitted a Proposal dated June 25, 2019, which is attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PROVISION OF SERVICES

The CONSULTANT agrees to provide professional services to DISTRICT in accordance with the terms and conditions of this Agreement. In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services. CONSULTANT further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. SCOPE OF WORK

The scope of CONSULTANT's work shall be as set forth in their Proposal and Cost Estimate & Scope of Services dated June 25, 2019. Otherwise, the terms of this Agreement shall control over any contrary provisions of the two aforementioned documents.

3. <u>TERM</u>

This Agreement will commence upon its Effective Date and shall continue until the services set forth in Section 2 are successfully completed, as determined by the DISTRICT. It is understood that the term of this Agreement is subject to the DISTRICT's right to terminate the Agreement in accordance with Section 13 of this Agreement.

4. <u>CONTRACT AMOUNT</u>

The CONSULTANT shall perform all work set forth in Section 2 of this Agreement for a total sum not to exceed \$29,650 including all labor, materials, taxes, insurance, subcontractor / subconsultant costs, overhead, profit, and all other costs and expenses incurred by CONSULTANT.

5. MANNER OF PAYMENT

The CONSULTANT shall submit monthly invoices as CONSULTANT completes work, and the invoices shall describe the work completed during the billing period, who performed the services, their applicable hourly rate, and all out-of-pocket costs and subcontractor / subconsultant payments, if any. The DISTRICT shall review and approve the invoices and shall pay approved invoices within thirty (30) days of DISTRICT's approval.

All invoices should be sent to: Mid-Peninsula Water District

3 Dairy Lane P.O. Box 129

Belmont, CA 94002

ATTENTION: Rene Ramirez, Operations Manager

6. <u>CONSULTANT'S KEY PERSONNEL</u>

It is understood and agreed by the parties that at all times during the term of this Agreement that Louis Smith, shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement.

7. DISTRICT REPRESENTATIVE

Except when approval of other action is required to be given or taken by the Board of Directors of the DISTRICT, the General Manager of the DISTRICT, or such person or persons as the General Manager may designate in writing from time to time, shall represent and act for the DISTRICT.

8. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the DISTRICT. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT shall be one solely between said parties.

9. OWNERSHIP OF WORK

A. All reports, testing results and other materials prepared by CONSULTANT under this Agreement ("Work Product") shall be the property of DISTRICT.

B. CONSULTANT assigns to DISTRICT all right, title, and interest in and to the Work Product, including ownership of the entire copyright in the Work Product and any causes of action existing or arising in connection with the copyright to said Work Product. DISTRICT shall be entitled to access to and copies of these materials as they are being developed. Any such materials in the hands of CONSULTANT or in the hands of any subcontractor upon completion or termination of services hereunder shall be immediately delivered to DISTRICT. If any property of the DISTRICT is lost, damaged or destroyed before final delivery to the DISTRICT, the CONSULTANT shall replace it at its own expense and the CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials.

The CONSULTANT may retain a copy of all material produced under this agreement for its use in its general business activities.

10. CHANGES

The DISTRICT may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the DISTRICT prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION

CONSULTANT agrees to indemnify, defend and hold harmless the DISTRICT, and its directors, agents, and employees from and against all claims, losses, damages and liabilities (including reasonable attorneys fees) arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of the Agreement to the extent caused by CONSULTANT's recklessness or willful misconduct; or by CONSULTANT's negligent provision or omission of services contemplated by this Agreement.

Irrespective of any language to the contrary in this Agreement or under applicable law, CONSULTANT shall have no duty to provide or fund up-front defense costs of DISTRICT against unproven claims or allegations, but shall reimburse those reasonable attorneys' fees, expert fees and all other costs and fees incurred in any judicial proceeding, litigation, arbitration, mediation or other negotiated settlement incurred by DISTRICT that are caused by the negligence, recklessness or willful misconduct of CONSULTANT, its employees, agents and subconsultants (collectively, "Defense Costs"). However, CONSULTANT shall provide its immediate cooperation, at no additional cost to the DISTRICT, to the DISTRICT in defending such claims. Moreover, CONSULTANT's responsibility for the DISTRICT's defense costs shall be limited to the proportion of CONSULTANT's responsibility for the underlying injury as determined in any judicial proceeding, litigation, arbitration, mediation, or other negotiated settlement which addressed the CONSULTANT's responsibility for the underlying injury. In the event that it is determined that the losses, injuries or damages claimed against the DISTRICT did not arise out of, pertain to, or relate to CONSULTANT's negligence, recklessness or willful misconduct, CONSULTANT shall not be responsible for any portion of the DISTRICT's defense costs. This indemnity shall survive the termination of this Agreement.

12. INSURANCE

- A. <u>Workers' Compensation:</u> CONSULTANT shall procure and maintain at all times during the performance of such work Worker's Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work hereunder, CONSULTANT shall deliver to DISTRICT a Certificate of Insurance which shall stipulate that 30 days advance written notice of cancellation, shall be given to DISTRICT.
- B. Bodily Injury, Death and Property Damage Liability Insurance: CONSULTANT shall also procure and maintain at all times during the performance of this Agreement General Liability Insurance (including automobile operation) covering CONSULTANT and DISTRICT for liability arising out of the operations of CONSULTANT and any subcontractors. The policy(ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policy(ies) shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the DISTRICT, and its directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the DISTRICT.

Inclusion of the DISTRICT as additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. Said policy shall protect CONSULTANT and DISTRICT in the same manner as though a separate policy had been issued to each; but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work hereunder, CONSULTANT shall deliver to DISTRICT a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that 30 days advance written notice of cancellation, shall be given to DISTRICT.

C. <u>Professional Liability Insurance:</u> CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) per claim and in annual aggregate. Such Insurance shall be renewed annually. Prior to commencing work under this Agreement, CONSULTANT shall furnish to DISTRICT a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days advance written notice of cancellation, shall be given to DISTRICT.

13. TERMINATION

DISTRICT shall have the right to terminate this Agreement upon thirty (30) days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than breach of a material term by CONSULTANT, the DISTRICT shall pay to CONSULTANT all sums actually due and owing from DISTRICT for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONSULTANT to effect such suspension or termination.

If CONSULTANT breaches a material term of this Agreement and fails to remedy the breach within ten (10) days after the DISTRICT notifies the CONSULTANT of the breach, the Agreement may be terminated immediately and the DISTRICT shall in such event not thereafter pay or allow to the CONSULTANT any compensation for any labor, supplies or materials furnished under this Agreement; and the DISTRICT may proceed to complete this Agreement by other means, and the CONSULTANT shall be liable to the DISTRICT for all loss or damage which it may suffer on account of the CONSULTANT's breach of this Agreement.

14. NOTICES

All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT'S General Manager, or his designee, and the CONSULTANT's Project Manager.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party, except for confidential reports described in Section 6 of this Agreement, may be given by personal delivery to the representative of the parties or by mailing the same postage prepaid, addressed as follows:

> If to the DISTRICT: Mid-Peninsula Water District

> > 3 Dairy Lane P.O. Box 129 Belmont, CA 94002

ATTENTION: Tammy Rudock, General Manager

If to the CONSULTANT: Bay Area Geotechnical Group Engineers

138 Charcot Avenue

San Jose, California 95131

ATTENTION: Louis Smith, Field Supervisor

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

15. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, disability or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. RECORDS

During the term of this Agreement, CONSULTANT shall permit representatives of the DISTRICT to have access to, examine and make copies, at the DISTRICT's expense, of its books, records and documents relating to this Agreement at all reasonable times.

17. DISTRICT WARRANTIES

The DISTRICT makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

18. RELEASE OF INFORMATION

CONSULTANT shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of the DISTRICT's General Manager.

19. USE OF SUBCONTRACTORS

CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the DISTRICT, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

20. ASSIGNMENT

CONSULTANT shall not assign any of the rights nor transfer any of its obligations under this Agreement without the prior written consent of the DISTRICT.

21. <u>ATTORNEY'S COSTS</u>

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Agreement or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorney's fees.

22. APPLICABLE LAW

This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

23. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. CONSULTANT shall not assign this Agreement without the prior express written approval of the DISTRICT.

24. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

25. <u>ENTIRE AGREMENT; MODIFICATION</u>. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

26. COMPLIANCE WITH LAWS AND REGULATIONS

During the progress of the work, CONSULTANT shall fully adhere to all applicable State and Federal laws and county, municipal or DISTRICT ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work, or which in any way affect the conduct of the work. CONSULTANT, and any subcontractors performing any work under this Agreement, shall hold such licenses as may be required by the State of California for the performance of the work specified in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

DISTRICT:	CONSULTANT:
MID-PENINSULA WATER DISTRICT	BAY AREA GEOTECHNICAL GROUP
By:	Ву:
Name:	Name:
Title:	Title:
	Ву:
	Name:
	Title:

*NOTE: This Agreement must be executed by two corporate officers, consisting of: (1) the President, Vice President or Chair of the Board, and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, or by any person authorized by the corporation to execute written contracts.



PROPOSAL

TO: Tammy Rudock
Mid-Peninsula Water District
P.O. Box 129
Belmont, CA 94002
650.591.8941
tammyr@midpeninsulawater.org

PROPOSAL NO: 19-410

DATE: June 25, 2019

CLIENT: Same as above

ATTENTION: Ms. Tammy Rudock BILLING ADDRESS: as same

Following the review of the project plans and specifications, this proposal summarizes the soil density testing and special inspection services we are prepared to perform and suggests contract arrangements, as follows:

TYPE OF SERVICES: Soil Compaction and Laboratory Testing Services

PROJECT TITLE: Notre Dame Ave., Cliffside Ct., Tahoe Dr. Area Water Main Replacement

SITE LOCATION: Belmont, CA

DESCRIPTION:

The project will consist of replacement of water mains.

SCOPE OF SERVICES:

Based on the project plans and specification, we anticipate the scope of our services for this project to consist of: trench backfill compaction testing, laboratory testing of compaction curves (ASTM 1557), supervision of technician activates and review daily field reports (DFR's).

All materials and/or work will be examined and tested for conformance with the approved project plans and specifications and all reports will be submitted within 7 days of inspection and/or testing; failing tests will be reported immediately.

These services will be performed in accordance with the attached Schedule of Charges and General Conditions for CoMET Services. An estimate of the fees to provide these services is attached to this proposal; however, the total cost will depend upon a number of factors that are beyond our control. Among the cost determining factors are:

- The number of working days required by the subcontractors to complete each work element.
- The duration of each of our site visits required for inspection of various construction activities.
- The number of failing tests and nonconformance items.
- Revisions to scheduled activities that will require additional testing visits, sampling or laboratory testing.
- Deferred items not included in the original estimate.

FEE AND CONTRACTUAL ARRANGEMENTS:

We propose to perform the above scope of services on a time-and-expense basis in accordance with the attached "Schedule of Charges" and "General Conditions for CoMET Services". On this basis, we estimate the total fee for the scope of services described above will not exceed \$29,650.00.

The breakdown of our estimated fee is shown on the attached "Cost Estimate and Scope of Services".

Because we will not have any control over the progress of the work or the performance of the subcontractors, the fees associated with our inspection and testing services will be based on the *actual* hours worked. However, the estimated fees will not be exceeded without your prior notification regarding slower than expected work progress, delays caused by the inclement weather, unanticipated site visits beyond the number estimated herein, longer than assumed duration of the site visits, or a change in the scope of work outlined in this proposal.

This proposal does not include any allowances for over-time rates pertaining to work on weekends or holidays. A multiplier of 1.5 and 2.0 will be applicable for our technicians for work on Saturdays and Sundays/Holidays, respectively. Over-time rates will be applicable when and if work extends beyond 8 hours on the regular work days.



SCHEDULE:

Our field staff will be available to service your project within 48-hours of your advance notice.

Thank you for the opportunity to submit this proposal. If the content of this proposal meets your approval, please sign and return one executed copy for our files to indicate acceptance of this proposal and its attachments.

Very Truly Yours **BAGG Engineers**

Louis C. Smith Field Supervisor

Attachments: Cost Estimate & Scope of Services

ASFE CoMET QA Proposal

BAGG's Schedule of Charges (05/15)

General Conditions for CoMET Services (02/12)

THE ABOVE PROPOSAL AND ALL ENCLOSURES HAVE BEEN READ AND UNDERSTOOD, AND ARE HEREBY AGREED TO AND ACCEPTED. IT IS AGREED THAT OUR "SCHEDULE OF CHARGES" AND "TERMS OF AGREEMENT" FORM AN EXPRESS PART OF THIS CONTRACT AS EVIDENCED BY MY SIGNATURE BELOW.

ACCEPTED BY:		Date:
	Signature of Person Authorized to Accept	
	Typed or Printed Name of Signatory	
	Name of Company or Organization	



COST ESTIMATE AND SCOPE OF SERVICES

Date: 6/25/2019

Project: Notre Dame Ave., Cliffside Ct., Tahoe Dr. Area Water Main Replacement

File No.: 19-410

Client: Mid-Peninsula Water District

Hourly Rate--Inspector \$150 (prevailing wage)

Mileage 65 RT

Compaction and Material Testing Services

a Material Tes	ting Sci Vices				
Number of Trips	Hours or Units	Total time	Rate	unit	Fee
40	4	160	\$150.00	hr.	\$24,000.00
40			\$65.00	trip	\$2,600.00
40			\$10.00	hr.	\$400.00
TOTAL	LABOR HOURS	160	Subtotal Insp	ections (1)	\$27,000.00
	Sets	Samples	Rate	Unit	Fee
	1	1	\$250.00	each	\$250.00
	1	1	\$300.00	each	\$300.00
		Subtotal	of Laboratory	Testing (2)	\$550.00
	Sı	btotal of Ins	spections and	Tests (1+2)	\$27,550.00
		Units	Rate		Fee
s needed (in hours)	14	\$150.00	hr.	\$2,100.00
Subtotal	of Reports, Proj	ect Manage	ment and Eng	ineering (3)	\$2,100.00
Es	timated Total In	spection an	d Testing Bud	get (1+2+3)	\$29,650.00
	Number of Trips 40 40 40 TOTAL	Number of Trips Hours or Units 40 4 40 TOTAL LABOR HOURS Sets 1 1 Substitute of Reports, Projections of Units 10 Subtotal of Reports, Projections of Units 10 11 11 12 13 14 15 15 16 17 18 18 18 18 18 18 18 18 18	40	Number of Trips Hours or Units Total time Rate	Number of Trips Hours or Units Total time Rate unit 40 4 160 \$150.00 hr. 40 \$65.00 trip 40 \$10.00 hr. TOTAL LABOR HOURS 160 Subtotal Inspections (1) Sets Samples Rate Unit 1 1 \$250.00 each 1 1 \$300.00 each Subtotal of Laboratory Testing (2) Subtotal of Inspections and Tests (1+2)

BAGG Engineers 1 of 1 FM **500**13 Scope



2019 BAGG SCHEDULE OF FEES

A new schedule of fees is issued early each year. Unless other arrangements have been made, job charges are made from the latest schedule regardless of when the job was started.

PERSONNEL FEES

Personnel fees are based on individual salaries times a multiplier determined in accordance with Manual No. 45 of the American Society of Civil Engineers. Following are the current ranges in billing rates for each category of personnel:

	Regular
<u>Personnel</u>	Hourly Rates
Principal/Supervisory Engineer	\$ 200-250
Senior Engineer/Geologist, Project Manager	150-200
Project Engineer/Geologist, Supervisory Technician	135-150
Staff Engineer/Geologist, Laboratory Supervisor	110-135
AWS / Masonry Special Inspector	120
Special Inspector/Field Technician	110
Drafting including Computer Aided Drafting (CAD)	75-100
Support Services (Word-processing, Reproduction, etc.)	50

	Prevailing Wage Hourly Rates
PW 1/Group 1 - (DSA Masonry/Shotcrete)	\$ 165.00
PW 2/Group 2 - (AWS-CW1, ICC Certified Structural Inspector, Shear Wall/	160.00
Floor System/Building, Construction Inspector)	
PW 3/Group 3 - (Geotechnical Driller/Soils/Asphalt/Earthwork Grading,	150.00
Excavation and Backfill)	
PW 4/Group 4 - ACI, ICC Fireproofing, Proofload Testing,	135.00
Torque Testing	

Personnel fees are for technical work. Fees are made for typing and for the time and costs of compiling and printing technical reports. Fees are not made for office management.

A premium multiplier of 1.5 is applied to technician rates on Saturdays, on night shifts, and over 8 hours on weekdays. The multiplier is 2.0 for work on Sundays, and 2.5 for work on holidays. Premium rates are not charged for the time of geologists, engineers, managers, or principals unless the client has approved them. All personnel fees are portal to portal. Travel time is charged up to a maximum of 8 hours per day.

For field observation and testing personnel, time up to 4 hours is charged as 4 hours, time in excess of 4 hours is charged as actual time in field plus travel time.

Outside consultants' fees and expenses are charged at cost plus 15%.

Expert testimony for depositions, court appearances, and other dispute resolution proceedings is charged at \$350 per hour plus expenses. Research, analysis, consultation, meeting and other preparation services are charged at \$200 per hour.



EQUIPMENT FEES

The following charges are for special equipment and are in addition to personnel charges:

Nuclear Density Gauge, per hour	\$ 10.00
Field Coring, per hour (two person team @ \$220 hr plus \$50 hr for coring machine)	270.00
Car or Pick-up Truck, per mile	1.00
Printing and Reproduction, per sheet	0.15
Drill Rig Rental and Operation	Cost plus 15%
Outside Laboratory Testing	Cost plus 15%
Other Special Equipment	Prices on Request

Equipment in transit to or from the job site, or retained by the Client on a standby basis, is billed on the basis of four hours per calendar day, or at actual cost (plus 15 percent) in case of equipment which is leased or subleased or otherwise arranged for by BAGG Engineers through its subcontractors or others.

If equipment is exposed to unusual and adverse conditions, an appropriate charge will be made for resultant abnormal deterioration.

FINAL REPORT FEES (Special Inspection Projects Only)

Engineer's Final Report Letter\$	350 Each
DSA Verified Reports\$	500 Each

MISCELLANEOUS FEES

Charges for special or unusual services or equipment are computed on the basis of cost plus 15 percent. Some samples of such outside services are:

Printing and Reproduction
Rented Cars or Pick-up Trucks
Transportation on Public Carriers

Shipping Charges
Meals and Lodging
Craftsmen and Laborers

Special Fees, Permits, Insurance, etc. Health and Safety Equipment Rented Heavy Equipment



LABORATORY FEES

Charges for laboratory tests include the usual laboratory work and the reporting of test results only. Charges for reduction and/or analysis of test data are based on hourly personnel charges. Charges for special tests are based on hourly personnel charges plus a charge of \$10.00 per hour for laboratory equipment.

CONCRETE/MASONRY	
Concrete Compression Test (sampled by BAGG technician) (ASTM C 39)	\$ 45.00
Concrete Compression Test (sampled by others)(ASTM C39)	
Concrete Flexural Strength Test (ASTM C78)	130.00
Concrete Modulus of Elasticity (ASTM C469)	230.00
Concrete Sample Preparation (out of compliance samples)	90.00/hr
Mortar Cylinders Compression Test (2x4)(ASTM C780)	50.00
Mortar 2" Cube Compression Test (2x2x2) (ASTM C109)	55.00
Grout PrismsCompression Test (3x6) (ASTM C1019)	55.00/ea
Grout Cylinders Compression Test	45.00/ea
Shotcrete Cores Compression Test (ASTM C1604/42/39)	95.00/ea
Trial Batch Mix (ASTM C192)	•
Masonry Composition Prism CompressionTest (ASTM C1314)	
Masonry Coupon CompressionTest (ASTM C140) (\$90/ea x 3 = \$270/Total for a Set of 3)	270.00/ea
REINFORCING STEEL	
Reinforcing Steel Tensile and Bend, Size #3 to #11(ASTM A615 &A370)	150.00
SOILS AND AGGREGATES	
Moisture and Dry Density (ASTM D7263)	
Mois ture Content Détermination (ASTM D2216)	
Plasticity Index (Dry Preparation) (ASTM D4318)	
Plasticity Index (Wet Preparation) (ASTM D4318)	
Sieve Analysis, dry (ASTM C136)	
Sieve Analysis, including wash (ASTM C136/117)	
Sieve Analysis, #200 wash only (ASTM C117)	
Grain Size Analysis, Hydrometer & Sieve including Wash (ASTM D422, C136/117)	
Grain Size Analysis, Hydrometer Analysis Only (ASTM D422)	
Aggregate, Organic Impurities (ASTM C40)	
Aggregate Cleanliness Value(CTM 227)	
Durability - Coarse (CTM 229)	
Fine (CTM229)	
Coarse & Fine (CTM 229/ASTM D3744)	
Specific Gravity, fine ASTM DC128) (CTM 207)	
Specific Gravity, coarse (ASTM C127) (CTM 206)	
Unconfined Compressive Strength (ASTM D2166)	
Direct Shear, undisturbed sample (ASTM D 3080)	
Direct Shear, undisturbed sample, saturated (ASTM D3080)	
Direct Shear, remolded sample (ASTM D3080)	
Direct Shear, remolded sample, saturated (ASTM D3080)	
Triaxial Shear, unconsolidated, undrained (ASTM D2840)	80.00
Triaxial Shear, unconsolidated, undrained, remolded (ASTM D2840)	
Triaxial Shear, consolidated, undrained with pore-pressure measurements (ASTM D4767)	
Triaxial Shear, consolidated, undrained with pore-pressure, remolded ASTM D4767)	
Consolidation, undisturbed sample (ASTM D2435)	
Consolidation, remolded sample (ASTM D2435)	
Permeability, of granular soils, undisturbed sample (constant head) (ASTM D2434)	
Permeability, of granular soils, remolded sample (constant head)	435.00

www.baggengineers.com

▶ phone: 650.852.9133 ▶ fax: 650.852.9138 ▶ info@baggengineers.com 138 Charcot Avenue, San Jose, California95131



Unconfined Compressive Strength (lime/cement treated soils - Cal 373)	1,075.00		
Unconfined Compressive Strength (cement treated soils - ASTM 1632/1633)	1,075.00		
Permeability-Hydraulic Conductivity (Flex Wall) Triaxial, undisturbed (falling head with back pressure/ASTM			
D5084)	365.00		
Shrink-Swell, undisturbed sample (ASTM D3877)	180.00		
Shrink-Swell, remolded sample (w/o Compaction Curve) (ASTM D3877)	250.00		
Expansion Index (UBC 29-2, ASTM D4829)	350.00		
Sand Equivalent (ASTM D2419, CTM 217)			
R-Value Soils (CTM 301/Lime or Cement)	350.00		
R-Value Baserock (Batching) (CTM 301)	400.00		
CBR, Corps of Engineers method	715.00		
Compaction, 4-inch-diameter mold (ASTM D698 or 1557)	250.00		
Compaction, 6-inch-diameter mold (ASTM D698 or 1557)	300.00		
Compaction, Rock Correction for Oversize Material (ASTM D4718)	100.00		
Compaction, Cal-Impact (CTM 216)			
Compaction, check point only	150.00		
Relative Density, cohesionless soil	155.00		
Dynamic TestsPrice			
Long Term Storage Fee for Test Specimens over 30 days\$20/Set of	f Samples		
Cleaness Value for Coarse Aggregate			

1/02/2019





AGENDA ITEM NO. 8.A.

DATE:	July 25, 2019
TO:	Board of Directors
FROM:	Tammy Rudock, General Manager
SUBJECT:	RECEIVE PROGRESS REPORT ON MPWD WEBSITE, MARKETING, AND PUBLIC RELATIONS/OUTREACH ACTIVITIES, PRESENTED BY JOHN DAVIDSON OF JROCKET77 GRAPHIC DESIGN & MARKETING
RECOMMENT Receive prog	NDATION: gress report on MPWD website, marketing, and public relations/outreach activities
	PACT: ely \$2,000 for Mr. Davidson's consulting time and travel expenses, which is FY 2019/2020 operations.
DISCUSSIO John Davids	<u>N</u> : on was last before the Board on July 26, 2018 with a progress report.
His annual p Board meeti	rogress report for FY 2018/2019 is attached and he will present an update at the ng.
Attachment: Ann	nual Report MPWD Website and Marketing
BOARD ACTIO	ON: A PPROVED: DENIED: POSTPONED: STAFF DIRECTION:
	VELLA ZUCCA WARDEN SCHMIDT WHEELER



Annual Report MPWD WEBSITE AND MARKETING

July 25, 2019



Prepared for MPWD by John Davidson, JRocket77 Design & Marketing 951.265.8778 • jrocket77@mac.com



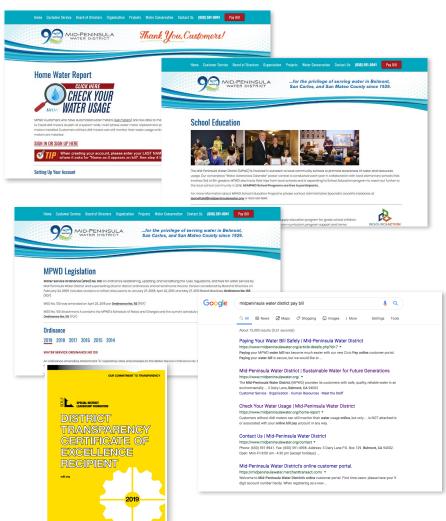
MPWD Website





NOTABLES:

- Achieved SDLF Transparency Certificate of Excellence
- Added Home Water Use Report (Sensus Portal)
- 20 news articles, 12 slider banners
- Expanded School Education page
- Added automated tool for activating office closure news flashes
- Added dedicated Human Resources section
- Enhanced MPWD Legislation page





Website 3.0



BASED ON RAW DATA PROVIDED BY LIFTOFF DIGITAL

We	bsite Visits	Change from Last Year	Direct
September, 2018	1,698	+44%	.34%
October, 2018	2,044	+8%	.31%
November, 2018	2,208	+37%	.33%
December, 2018	1,994	+27%	.38%
January, 2019	2,238	+25%	.37%
February, 2019	1,894	+13%	.39%
March, 2019	2,444	+21%	.40%
April, 2019	2,192	+27%	.42%
May, 2019	2,285	+27%	.39%
June, 2019	2,024	+10%	.43%
Average per month	2 102	+23%	

Average per month 2,102 +23%

Factors that may influence website traffic: Invoice stuffers, promocard mailers, advertising on bill statements, Water Conservation Annual Report, Annual Water Quality Report, Water Conservation Calendar, and public advertising at community events, street banners, and on fleet vehicles.



Website 3.0



TOP ORGANIC SEARCH LANDING PAGES (2018-2019)

Home Page

1 I lome I age
2 Water Quality
3 About Us
4 Contact Us
5FAQs
6 Paying Your Water Bill Safely
7 Employment

8...... Customer Connect/News Flash Welcome

9. Home Water Use Report

10 Water Rates

1

PAGES SEEING NOTABLE SURGES:

Home Water Use Report: Surged in its debut on the MPWD website in November

Employment: Surged in January and has sustained good numbers since.

Board and Board Overview: Surged between October and November.

The MPWD website experienced a spike in daily visits on November 5/6.

Workshops: Experienced slight bumps in June and October.



Civic Pay



BASED ON RAW DATA PROVIDED BY MISTY MALCZON

	Sign-ups	Paperless	AutoPay
July, 2018	76		31
August, 2018	83	31	36
September, 2018			
October, 2018	82	33	37
November, 2018	77	26	33
December, 2018	68	27	31
January, 2019	65	24	26
February, 2019	52	18	22
March, 2019	76	22	38
April, 2019	86	30	52
May, 2019	66	18	37
June, 2019	80		47
Total (FY18-19)	898	322	433

Total MPWD Accounts as of June 30, 2019:

8,081

Total Civic Pay accounts as of June 30, 2019:

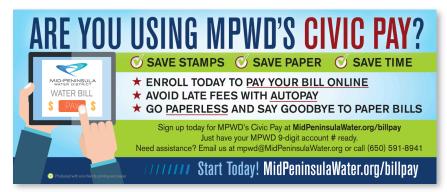
4,604

Total # of Civic Pay accounts on paperless as of June 30, 2019:

2,416

Approximate savings per account per year on paperless:

\$17



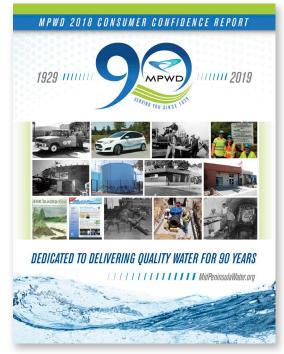
- Invoice stuffer or promocard campaigns promoting Civic Pay:
 - November 25, 2018 (partial)
 - April 15, 2019
 - May 20, 2019
 - June 15, 2019



MPWD Publications







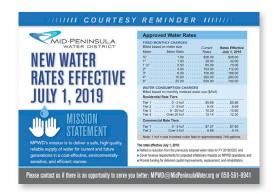




MPWD Campaigns











ceive a code redeemable for a

FREE MPWD nift. See confirmation

★ ENROLL TODAY TO PAY YOUR BILL ONLINE

Stay in the know with the electronic version of *The Waterline* and receive up-to-date information and project reports of interest to the MPWD community.



Get News Flashes by text message and/or email for prompt water system service alerts or emergencies.

SUBSCRIBE TO ONE OR BOTH AT MidPeninsulaWater.org/connect

► Total News Flash Subscribers: 226 (+121)

News Flashes initiated from the field: 83

Email Engagement:

Often: 47% Sometimes: 28% Rarely: 22%

Advertising: Invoice stuffers, website, 2018 CCR, bonus gift giveaway promotion,

bill statements.



AID-PENINSUL On July 26, 2018, the MPWD Board Directors approved revised Miscellaned Fees in order to streamline customer servi MID-PENINSULA WATER DISTRICT Credit card/debit card processing fee fees and charges. As of January 1, 201 the new fees and charges will be in effect Late payment \$10.00 On July 26, 2018, the MPWD Board of Directors approved revised Miscellaneous 48-hour notice fee Fees in order to streamline customer service Shut off for non-payment fee \$75.00 fees and charges. As of January 1, 2019, After-hours service fee \$100.00 the new fees and charges will be in effect. STATEMENT Effective January 1, 2019, all MPWD customer billing wi This will affect the mailing date of Please contact us if there is an opportunity paper bills and the posting date for auto pay customers

Please contact us if there is an opportunity to serve you better: MPWD@MidPenilsalaBater.org or 650-591-8941

New Fees promocard hits mailing boxes after Thanksgiving holiday: website traffic got a 50% bump between Nov. 27 and Dec. 3. The home water use tool page, which was advertised on the backside of the promocards, received 80 visits in November and 115 in December in its debut.



MPWD School Education



Continued advertising of school field trips, water conservation calendar, and other educational opportunities to expand the MPWD School Education program.

















Notable: Student participation in the Annual Water Conservation Poster contest was increased from 128 in 2018 to 189 in 2019.



Community Events



City of Belmont 2019 Earth Day





- E-Waste Drop-Off
- Compost Giveaway
- Environmental Booths
- Informational Displays
- Children's Activities
- Giveaway's,
- Fun and More!



City of Belmont 2019 National Night Out



















Hands-on Workshops



October, 2018 Attendance: 21









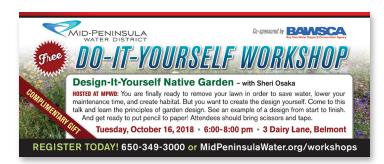
June, 2019 Attendance: 27











ADVERTISING:

Invoice Stuffers
Website
20-ft City Banner
20-ft Office Banner





90th Anniversary





NOTABLES:

- Promotionals / customer gifts
- City of Belmont street banner
- Office banners
- Decals for MPWD vehicle fleet
- Branding across all print and online media
- Special 90th Anniversary Waterline issue
- Stand-up banners for community events
- MidPeninsulaWater.org/90









AGENDA ITEM NO. 8.B.

DATE: July 25, 2019

TO: Board of Directors

FROM: Tammy Rudock, General Manager

SUBJECT: APPROVE RESOLUTION 2019-17 AUTHORIZING A 3.9% LIVING

WAGE ADJUSTMENT TO SALARY RANGES FOR ALL MPWD PERSONNEL CLASSIFICATIONS, EFFECTIVE AUGUST 1, 2019

RECOMMENDATION

Approve Resolution 2019-17 approving a 3.9% living wage adjustment to salary ranges for all personnel classifications.

FISCAL IMPACT

There is no direct fiscal impact because the living wage adjustment would be applied to the salary ranges for all MPWD personnel classifications. Employees are eligible to earn merit increases through their annual performance evaluation process. Employee merit increases were included in the MPWD FY 2019/2020 Operating Budget.

DISCUSSION

The Board ratified the September 25, 2018 letter agreement between the MPWD and the MPWD Employees Association at its September 27, 2018, regular meeting. Section 10 of that letter agreement provided as follows:

In order to maintain competitiveness and market median wages, an annual living wage adjustment equal to the San Francisco-Oakland-San Jose CPI (Consumer Price Index) for Urban Wage Earners, U.S. Department of Labor, Bureau of Labor Statistics/Western Office will be made to the salary ranges from each employee classification, as cumulatively determined for the preceding 12-month fiscal year (July 1st through June 30th), and annually approved by the Board of Directors, effective August 1st in 2019, 2020, 2021, and 2022. These adjustments will not be automatically applied to employee's salary.

The San Francisco-Oakland-San Jose CPI for Urban Wage Earners, U.S. Department of Labor, Bureau of Labor Statistics/Western Office, for the preceding 12-month fiscal year (July 1, 2018 through June 30, 2019) was 3.9% (see attached table). It was calculated using the average of the 2018 HALF2—July through December (4.3%) and 2019 HALF1—January through June (3.5%) from the BLS table.

Further, it is recommended that the 3.9% living wage adjustment also be applied to the salary ranges for MPWD's unrepresented personnel classifications of Administrative Services Manager and Operations Manager.

Attached are the updated Salary Schedules for Represented Employees – MPWD Employee Association, and Unrepresented Employees – MPWD Management Exempt.

Attachments:

Resolution 2019-17

BOARD ACTIO	N: APPROVED:	_ DENIED:	POSTPONED:	_ STAFF DIRECTION:_	
	Calary College	,	p.o,oooa.iage.	елер.	
	MPWD Salary Schedule MPWD Salary Schedule	for Represented E	Employees – MPWD Em I Employees – Managen	ployee Association nent Exempt	
	CPI for San Francisco-Oakland-San Jose Urban Wage Earners, U.S. Department of Labor/BLS				

UNANIMOUS____ VELLA____ ZUCCA____ WARDEN____ WHEELER____ SCHMIDT_____

RESOLUTION NO. 2019-17

APPROVING A 3.9% LIVING WAGE ADJUSTMENT TO SALARY RANGES FOR ALL MPWD PERSONNEL CLASSIFICATIONS, <u>EFFECTIVE AUGUST 1, 2019</u>

* * *

MID-PENINSULA WATER DISTRICT

WHEREAS, per Resolution No. 2018-19 dated September 27, 2018, the Board of Directors for the Mid-Peninsula Water District ratified a Letter Agreement with the MPWD Employee Association, setting forth the terms and conditions governing salary, benefit and other employment conditions for represented employees, for a 5-year term, commencing on October 1, 2018, and ending on September 30, 2023; and

WHEREAS, Section 10 within that Letter Agreement provided that effective August 1st in 2019, 2020, 2021, and 2022 a living wage adjustment equal to the San Francisco-Oakland-San Jose CPI for Urban Wage Earners, U.S. Department of Labor, Bureau of Labor Statistics/Western Office, as cumulatively determined for the preceding 12-month fiscal year (July 1st through June 30th), will be made to the salary ranges for each employee classification; and

WHEREAS, the San Francisco-Oakland-San Jose CPI for Urban Wage Earners, U.S. Department of Labor, Bureau of Labor Statistics/Western Office, for the fiscal year 2018/2019 was 3.9%; and

WHEREAS, in accordance with the terms of the Letter Agreement, the salary ranges for MPWD Employee Association personnel classification should be increased by 3.9%, effective August 1, 2019, pursuant to the Salary Schedule for MPWD Represented Employees; and

WHEREAS, the General Manager has also determined that the salary ranges for the unrepresented personnel classifications of Administrative Services Manager and Operations Manager (Management Exempt) should also be adjusted by 3.9% pursuant to the Salary Schedule for MPWD Unrepresented Employees, effective August 1, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Mid-Peninsula Water District that effective August 1, 2019, the salary ranges for personnel classifications within the MPWD Employee Association will be adjusted by a 3.9% living wage adjustment, and the Salary Schedule for Represented Employees – MPWD Employee Association is hereby approved and accepted; and

BE IT FURTHER RESOLVED that effective August 1, 2019, the salary ranges for the unrepresented personnel classifications of MPWD Administrative Services Manager and Operations Manager will be adjusted by 3.9%, and the Salary Schedule for Unrepresented Employees – Management Exempt, is hereby approved and accepted.

PASSED AND ADOPTED to	his 25 th day of July 2019.
NOES:	
ABSTENTIONS:	
ABSENCES:	
	PRESIDENT, BOARD OF DIRECTORS
ATTEST:	
SECRETARY OF THE BOARD	

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SHARE ON: 6

Change Output Options:

2009 ▼

To: 2019 ▼

✓ include graphs include annual averages

More Formatting Options

Data extracted on: July 12, 2019 (4:23:15 PM)

CPI-Urban Wage Earners and Clerical Workers (Current Series)

12-Month Percent Change

CWURS49BSA0 Series Id: Not Seasonally Adjusted

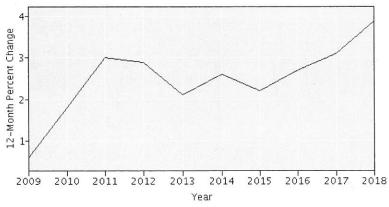
Series Title: All items in San Francisco-Oakland-Hayward, CA, urban wage earners and clerical workers, not seasonally adjusted

San Francisco-Oakland-Hayward, CA Area:

Item:

All items

Base Period: 1982-84=100



Download: 🔯 xisx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2009		0.9		0.3		-0.2		0.0		0.2	-	3.0	0.6	0.3	0.8
2010		2.4		2.4		1.4		1.3		1.2		1.8	1.8	2.2	1.4
2011		2.1		3.5		2.9		3.2		3.6		3.1	3.0	2.7	3,3
2012		3.5		2.2		2.7		3.0		3.7		2.3	2.9	2.8	3.0
2013		2.4		2.2		2.6		1.9		1.2		2.6	2.1	2.4	1.9
2014		2.0		2.6		2.9		2.9		2.8		2.1	2.6	2.5	2.7
2015		1.9	***	2.0	•	1.9		2.5		2.2		3.2	2.2	2.0	2.5
2016		2.9		2.6		2.5		2.4		3.1		3.0	2.7	2.6	2.8
2017	-	3.3		3.7		3.3		2.9		2.7		3.1	3.1	3.4	2.9
2018	-	3.8		3.4		4.0		4.3		4.4		4.4	3.9	3.6	4.3
2019		3.3		3.7		3.0								3.5	

T	0	0	LS

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> Recognizing employers who **HIRE veterans**

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REPRESENTED EMPLOYEES - MPWD EMPLOYEE ASSOCIATION

SALARY SCHEDULE

				3.9% LIVING WAGE ADJ EFFECTIVE 08/01/19	MARKET MEDIAN EFFECTIVE 10/01/18
				Resolution 2019-17 * 07/25/19	Resolution 2018-20 * 09/27/18
PERSONNEL CLASSIFICATION	FY 2022/2023 SALARY RANGE	FY 2021/2022 SALARY RANGE	FY 2020/2021 SALARY RANGE	FY 2019/2020 SALARY RANGE	FY 2018/2019 SALARY RANGE
Accountant				\$80,987 - \$105,283/Year	\$77,947 - \$101,331/Year
				\$6,749 - \$8,774/Month	\$6,496 - \$8,444/Month
Administrative Assistant				\$58,749 - \$76,375/Year	\$56,544 - \$73,508/Year
				\$4,896 - \$6,365/Month	\$4,712 - \$6,126/Month
Administrative Specialist				\$68,131 - \$88,571/Year	\$65,574 - \$85,246/Year
				\$5,678 - \$7,381/Month	\$5,465 - \$7,104/Month
Lead Operator				\$73,370 - \$95,381/Year	\$70,616 - \$91,801/Year
				\$6,114 - \$7,948/Month	\$5,885 - \$7,650/Month
Maintenance Technician				\$57,316 - \$74,512/Year	\$55,165 - \$71,715/Year
				\$4,776 - \$6,209/Month	\$4,597 - \$5,976/Month
Operations Supervisor				\$96,268 - \$125,149/Year	\$92,654 - \$120,451/Year
				\$8,022 - \$10,429/Month	\$7,721 - \$10,038/Month
Water System Operator				\$64,848 - \$84,303/Year	\$62,414 - \$81,139/Year
				\$5,404 - \$7,025/Month	\$5,201 - \$6,762/Month



UNREPRESENTED EMPLOYEES - MANAGEMENT EXEMPT

SALARY SCHEDULE

				3.9% LIVING WAGE ADJ EFFECTIVE 08/01/19 Resolution 2019-17 * 07/25/19	MARKET MEDIAN EFFECTIVE 10/01/18 Resolution 2018-20 * 09/27/18
PERSONNEL	FY 2022/2023	FY 2021/2022	FY 2020/2021	FY 2019/2020	FY 2018/2019
CLASSIFICATION	SALARY RANGE	SALARY RANGE	SALARY RANGE	SALARY RANGE	SALARY RANGE
Administrative Services Manager				\$120,226 - \$156,293/Year	\$115,713 - \$150,426/Year
				\$10,019 - \$13,024/Month	\$9,643 - \$12,536/Month
Operations Manager				\$120,226 - \$156,293/Year	\$115,713 - \$150,426/Year
				\$10,019 - \$13,024/Month	\$9,643 - \$12,536/Month



TO: Board of Directors

FROM: Tammy A. Rudock

General Manager

DATE: July 25, 2019

MANAGER'S REPORT

FOLLOW-UP FROM 06/27/19 REGULAR BOARD MEETING

- > Submitted Kirk Wheeler's application by deadline for the ACWA Region 5 Board election.
- ➤ Posted to website: MPWD FY 2019-2020 Operating and Capital Budgets.

WATER CONSERVATION SUMMARY

Water consumption for June was down 20.9% when compared to June 2013. (For trend comparison, last year for June was down 16.4% when compared to 2013.)

The R-GPCD (Residential-Gallons per Capita per Day) for June was 99.2 (compared to 122.6 in June 2013).

Cumulative water savings from July 1, 2018 through June 30, 2019 (compared to 2013) was -17.3%. The table reflecting the full fiscal year is included below.

Staff's quarterly update on water conservation activities is attached.

2018/2019 MONTH	2018/2019 UNITS	2013 UNITS	PERCENT CHANGE*	CUMULATIVE WATER SAVINGS*	2018/2019 R-GPCD**	2013 R-GPCD
July 2018	131,751	156,081	-15.6%	-15.6%	106.3	122.9
August	131,791	155,788	-15.4%	-15.5%	106.3	122.7
September	118,992	145,551	-18.2%	-16.4%	99.2	118.5
October	115,579	122,117	-5.4%	-13.7%	93.2	96.2
November	100,419	106,535	-5.7%	-12.1%	83.7	86.7
December	75,215	94,062	-20.0%	-13.4%	60.1	74.1
January 2019	78,185	84,202	-7.1%	-12.5%	63.1	66.3
February	69,879	86,478	-19.2%	-13.3%	62.4	75.4
March	77,800	106,663	-27.1%	-14.9%	62.8	84.0
April	90,155	120,265	-25.0%	-15.9%	75.1	87.9
May	111,745	155,736	-28.2%	-17.0%	90.1	122.7
June	119,062	150,614	-20.9%	-17.3%	99.2	122.6

RECRUITMENTS

The MPWD has two full-time vacancies in Operations for Water System Operators (or Maintenance Technicians). Our first recruitment for the Water System Operator position occurred in June 2019 and besides the MPWD website, the recruitment notice was posted at six (6) other popular sites, at a total cost of approximately \$1,800. The MPWD received interest from 119 applicants, ALL OF THEM from the Indeed.com posting. Six (6) applicants met the minimum qualifications. Only four (4) of them responded with MPWD applications and were invited for interviews. One (1) candidate was a no-show for the interview. From the three (3) interviewed, the MPWD made conditional offers of employment to two (2) candidates, and both accepted. After successful completion of pre-employment activities, one candidate withdrew because he took another job the day before he was to start working at the MPWD, and the other candidate started and lasted three (3) work days before he resigned stating it wasn't the kind of work he expected. Each candidate had about 10 years' of water system experience—one in municipal city and the other in private water company environments.

We are now out to recruit for two (2) full-time Maintenance Technicians. So far, response is excellent. Once again ALL applicants are coming through the Indeed.com posting.

BOARD FINANCE COMMITTEE

Staff has identified the following tasks to coordinate in the coming months with the Board's Finance Committee:

- Financial audit FYE June 30, 2019 exit conference (October 2019);
- COP CIP funding gap proposal (October 2019);
- Mid-Year budget review for FY 2019/2020 (January 2020);
- Water rate study update for Proposition 218 proposal for 5-year plan (January 2020);
- Revenue requirements for FY 2020/2021 Operating and Capital Budgets (February 2020);
- FY 2020/2021 Operating and Capital Budget process (March/April 2020); and
- PARS Section 115 combined trust management plan [OPEB—Other Post-Employment Benefits and PRSP—Pension Rate Stabilization Program] (March 2020).

Staff will transmit a meeting schedule within the next few weeks to Finance Committee members, Directors Warden and Schmidt, to confirm the meeting dates/times. Agendas must be timely posted for Brown Act compliance and a meeting schedule would be helpful for staff in organizing its workload and preparing for the meetings.

3-MONTH "LOOK AHEAD" FOR BOARD MEETINGS*

AUGUST 22, 2019 NO MEETING SCHEDULED

SEPTEMBER 26, 2019

- Approve Appropriations Limit for FY 2019/2020.
- Receive GM's progress reports on:
 - o MPWD 2019-2020 Strategic Plan; and
 - Annual highlights on operations for FYE June 30, 2019.
- Receive Report on Development Revenues compared to MPWD CIP and Water Conservation Program Expenditures through Fiscal Year End June 30, 2019.
- Receive BAWSCA update.
- Closed Session: 1510 Folger, and 1513-1515 Folger property negotiations, and Employee appointment (GM).

OCTOBER 24, 2019

- Receive annual financial audit for FYE June 30, 2019.
- Closed Session: GM annual performance evaluation, and Employee appointment (GM).

PUBLIC SERVICE ETHICS EDUCATION (AB 1234)

Everyone is current with their Ethics training. The due dates (in alphabetical order) for certification renewal of Public Service Ethics education, required every two (2) years by AB 1234:

•	Jeff Ira	November 23, 2020
•	Joubin Pakpour	November 19, 2020
•	Candy Pina	December 13, 2020
•	Rene Ramirez	December 7, 2020
•	Tammy Rudock	November 29, 2020
•	Brian Schmidt	March 18, 2021
•	Julie Sherman	February 8, 2021
•	Louis Vella	December 4, 2020
•	Dave Warden	January 26, 2021
•	Kirk Wheeler	January 3, 2021
•	Matt Zucca	March 29, 2021

For compliance, training should be completed on or before the due date, and the certificate turned in to the MPWD.

Here is the link to the FPPC free online ethics training: http://localethics.fppc.ca.gov/login.aspx

*By 12/31/19: Required bi-annual AB 1825 Harassment Prevention training by January 1, 2020 expanded for all employees (SB 1343) and for elected officials (AB 1661) will be scheduled.

UPCOMING MEETINGS/EVENTS

BAWSCA Water Management Meeting (Foster City): August 1, 2019

HIA Meeting (Belmont): No meetings in July or August

CSDA Annual Conference & Exhibitor Showcase (Anaheim): September 25-28, 2019 ACWA JPIA Fall Conference & Exhibition (San Diego): December 2-6, 2019 ACWA JPIA 2020 Spring Conference & Exhibition (Monterey): May 4-8, 2020



DATE: July 18, 2019

TO: Tammy Rudock, General Manager

FROM: Jeanette Kalabolas, Water Conservation Administrative Specialist

SUBJECT: 2019 SECOND QUARTER WATER CONSERVATION STAFF REPORT

SUBJECT #1: MPWD Rebate Programs

BACKGROUND: Provide a summary of Fiscal Year High-Efficiency Toilet (HET), Lawn Be Gone (LBG) and Rain Barrel Rebates issued

<u>DISCUSSION:</u> 36 HETs, 3 LBG rebates and 1 rain barrel were paid out in FY 2018-2019. 1 LBG rebate remains pending into the next FY 2019-2020. BAWSCA issued a grant reimbursement check in the amount of \$4,083.75 from the DWR for HETs on 4/25/2019. The LBG and Rain Barrel programs saw no grant reimbursement funding this fiscal year. All afore-mentioned rebate renewal contracts were due June 10, 2019, however, BAWSCA advised that its HET rebate subscription program will terminate December 31, 2019 given the plumbing code mandate that all toilets sold post 2014 have a gpf volume of 1.28 or less. MPWD still plans to join BAWSCA's Sprinkler Voucher Replacement Program once the platform is re-vamped by the vendor who administered the program in the past.

SUBJECT #2: Waterline "90th Anniversary" Special Edition Newsletter

BACKGROUND: Provide customers, via a formal bulletin format, District information of interest in order to improve or maintain public relations

<u>DISCUSSION:</u> Staff is in the draft approval stage of the 90th Anniversary feature edition of the Waterline Newsletter set for release summer of 2019. Content to date includes: customer thanks and appreciation, MPWD changes over the last centennial, 90-years of water service, a then and now photo collage, as well as District achievements, water conservation, the CIP and staff acknowledgements. The newsletter will post to the website and all customers are set to receive a copy via standard mail.

SUBJECT #3: Bay Area Water Supply and Conservation Agency (BAWSCA) CII Pilot Study Business Software Application Demo

BACKGROUND: Offer a web-based tool to gather data on Commercial, Industrial and Institutions (CII) within agency service territories

<u>DISCUSSION:</u> During BAWSCA's CII Pilot webinar on June 20, 2019 member Agencies were introduced to aqKWa, a Water Savings Software Engine Solution for

businesses. The aqKWa product gathers in-depth fixture and behavior data via a tailored set of in-depth simple questions and allows its users through the use of a control panel to access and see how much water is consumed and on what fixtures, compare water use with others in your area, provides personalized savings tips tailored to use patterns, as well as help with leak detection and access to resolutions. It also provides business who may be interested in energy savings the opportunity to register and monitor their appliance use as well. The application is flexible and can be customized or tailored to fit individual agencies and the businesses they serve. Further discussion about the use of this product and other commercial resource ideas is expected to continue when the working group meets again in the fall of 2019. To learn more or for additional

information: http://business.aqkwa.co.uk/en/?utm_source=savewatersavemoney.com

SUBJECT #4: BAWSCA's 15-Years of Member Representation Video BACKGROUND: Recognizing the first 15 years of business for the 1.8 million residents and over 40,000 businesses in Alameda, San Mateo, and Santa Clara counties whose water interests it represents under California state law **DISCUSSION:** BAWSCA recently produced and posted to its website a short 11-minute video on the history of BAWSCA. Highlights include: background on legislation that lead to the agency's birth, the Environmental Response Plan developed jointly with SFPUC, bond saving efforts - \$40M to date and another \$60M expected in the future, the Water Supply Agreement, which ensures a safe, reliable and affordable distribution system, a short list of costs and system maintenance/repairs, the Long Term Reliable Water Supply Strategy, which identifies sufficient supply with drought year exceptions, Member Agency grant funding assistance examples, Hetch Hetchy system narratives as well as challenges that remain, such as plans to maintain seismic stability and the continuity of a reliable water supply to meet area needs. The video is well produced, informative and includes a number of member Agency cameos. If interested in viewing the video in its entirety go to https://vimeo.com/283596665/5619ce2c11

<u>SUBJECT #5:</u> California Special Districts Association (CSDA) hosts 2019 Video Scholarship Contest for High School and College Students

BACKGROUND: Educate students on the unique form of government

DISCUSSION: The CSDA established the "Make a Difference Public Outreach Campaign" to increase public awareness, offer a better understanding of special districts and the purpose they serve. High school and college students are invited to create a fun and informative 60-90 second video highlighting how special districts make a difference in California communities. The contest is a great opportunity for students to showcase their video skills and receive a scholarship prize. Students have until September 30, 2019 at 5PM to submit their applications. Official eligibility rules and criteria can be found at http://districtsmakethedifference.org/video-contest



TO: Board of Directors

FROM: Candy Pina

DATE: July 25, 2019

ADMINISTRATIVE SERVICES MANAGER'S REPORT

FINANCIAL REPORTING:

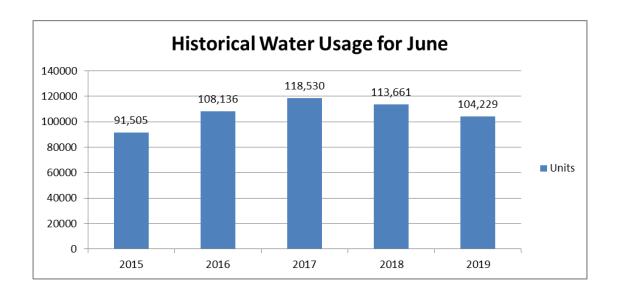
Schedule of Cash and Investments:

SCHEDULE OF CASH AND INVESTMENTS								
BALANCE BALANCE								
CASH ACCOUNT	6/30/2019	@ 07/17/19						
PETTY CASH	\$400	\$400						
CASH DRAWER	\$200	\$200						
WELLS FARGO CHECKING	\$144,837	\$166,910						
LAIF	\$3,921,896	\$4,121,896						
BNY INSTALLMENT ACCOUNT	\$290,389	\$390,389						
TOTAL	\$4,357,721	\$4,679,795						

	PARS OPEB Trust Program - June 30, 2019										
	ACCOUNT SUMMARY										
						xpenses					
					(Tru	ustee/Inves					
						tment			1	Expenses	
	Beginning				Ma	anagement			(Ad	ministrative	
FISCAL YEAR	Balance	СО	NTRIBUTIONS	EARNINGS		Fee)	Transfers	Ending Balance		Fee)	
2014-2015	\$ 368,264.01	\$	56,925.00	\$ 8,693.45	\$	965.18	\$ -	\$ 432,917.28	\$	3,600.00	
2015-2016	\$ 432,917.28	\$	181,575.00	\$ 13,043.87	\$	1,179.47	\$ -	\$ 626,356.68	\$	3,600.00	
2016-2017	\$ 626,356.68	\$	108,702.00	\$ 45,569.47	\$	1,829.05	\$ -	\$ 778,799.10	\$	3,600.00	
2017-2018	\$ 778,799.10	\$	534,109.67	\$ 39,383.38	\$	2,693.35	\$ -	\$ 1,349,598.80	\$	3,600.00	
2018-2019	\$ 1,349,598.80	\$	2,725,000.00	\$249,213.95	\$	7,203.08	\$22,190.56	\$ 4,338,800.23	\$	664.46	
2014-2019	\$ 368,264.01	\$	3,606,311.67	\$355,904.12	\$	13,870.13	\$22,190.56	\$ 4,338,800.23	\$	15,064.46	
PARS OPEB	\$ 1,349,598.80	\$	1,125,000.00	\$149,735.92	\$	5,038.49	\$22,190.56	\$ 2,641,486.79	\$	600.00	
PARS PENSION	\$ -	\$	1,600,000.00	\$ 99,478.03	\$	2,164.59	\$ -	\$ 1,697,313.44	\$	64.46	
				INV	ESTN	/IENT RETUR	N				
							3-Years	5-Years			
							Annualized	Annualized			
			1-Month	3-Months		1-Year	Return	Return			
			-0.98%	-0.68%		2.18%	6.09%				
			0.85%	2.09%		2.11%	4.54%				
			0.29%	2.33%		6.65%	3.63%	5.39%			
			0.17%	1.01%		4.43%	4.38%	4.94%			
			2.16%	4.71%		7.52%	10.39%	9.13%			
			0.50%	1.89%		4.58%	5.81%	6.49%			

Water Revenue Report:

	WAT	ER REVENUES f	or FISCAL YE	AR 2018/2019	
		Water	Fixed	Total	
	Total	Commodity	System	Water	
Month	Units	Charges	Charges	Revenues	Misc Rev
JUL	122,334	1,020,243	221,322	1,241,565	1,309
AUG	122,489	1,064,995	240,529	1,305,524	1,302
SEP	123,229	1,094,168	240,313	1,334,481	1,315
OCT	108,426	922,019	240,702	1,162,721	1,303
NOV	107,945	926,926	239,712	1,166,638	1,319
DEC	79,231	655,976	240,162	896,138	1,328
JAN	68,405	545,132	242,370	787,502	1,344
FEB	69,797	569,182	241,945	811,127	1,335
MAR	66,999	518,060	240,416	758,476	1,340
APR	70,899	583,906	243,357	827,263	1,355
MAY	96,053	797,931	240,990	1,038,921	1,352
JUN	104,229	895,335	243,183	1,138,518	1,359
TOTAL	1,140,036	9,593,873	2,875,001	12,468,874	15,961
		·			



MISC FEE REVENUES UPDATE:

From 01/01/19 – 6/30/19, MPWD was charged \$72,525 in credit card fees, recovering about 42% of the credit card costs. The Credit Card fee of \$3 per transaction continues to encourage customers to switch over to paying with their checking accounts. However, we are still not recouping our credit card costs.

N	MISCELLANOUS FEE REVENUES COLLECTED - 2019										
	Credit		48-Hour	Shut	After						
	Card	Late	Notice	Off	Hour	Total					
Month	Fees	Fees	Fees	Fees	Fees	Fees					
JAN	6,576	-	-	-	-	6,576					
FEB	5,427	-	-	-	1	5,427					
MAR	5,960	7,140	8,270	2,250	300	23,920					
APR	5,090	3,410	3,170	260	1	11,930					
MAY	3,869	5,150	6,650	1,050	600	17,319					
JUN	3,175	4,200	3,590	975	600	12,540					
TOTAL	30,097	19,900	21,680	4,535	1,500	77,712					

<u>CONFERENCES, TRAINING, & MEETI</u>NGS:

- Jeanette Kalabolas/Misty Malczon/Laura Ravella/Candy Pina: 07/09 07/10/19 - 2-day follow-up Leadership Group & DISC Training
- 2) Jeanette Kalabolas: 07/10/19 National Night Out (NNO) Meeting
- 3) Candy Pina: 07/11/19 Annual Belmont Chamber of Commerce Meeting
- 4) Candy Pina: 07/24/19 JPIA HR Regional Meeting

TEAM BUILDING ACTIVITIES

The 2-day follow-up Leadership Group and DISC Training included all staff. This training is excellent for understanding each other's personality types which are different from our own. It teaches us how to use the best in each personality to build teams that work cohesively together. We were given insights on the different styles, and how to work more effectively with each other even though we are very different. It is great training, I highly recommend it.



TO: Board of Directors

FROM: Rene A. Ramirez, Operations Manager

DATE: July 25, 2019

OPERATIONS REPORT – June

Projects:

- Below is current AMI status as of July 16, 2019

As Of 7-16-2019			
AMI Installation Status	99.7%	New Development Status	100.00%
Total Meters	8020	Total New	110
AMI Installations	8000	AMI Installations	110
Remaining	20	Remaining	0
Installations			
January 25	6	Mar 21 to Apr 18	770
February 1-20 57	8	Apr 19 to May 8	299
		May 9 to June 18	128
February 21 to		June 19 to July 16	45
March 20 75	9		

- At the end of fiscal year 2019 all meters that could be replaced without additional work have been installed, and staff has been working on the remaining installations, i.e. the meters requiring more than a simple remove and replace. As of 7/16/2019 there are 20 meters left to install, all requiring excavation and replacement of District owned shut off valves.;
- -
- Traveled to Stockton for one last inspection of new small service truck being built for District. Delivery took place during the last week of June 2019. Truck was outfitted with emergency lighting and graphics in early July and ready for use in field;
- Met in field with SamTrans engineer and the District's engineering team, Schaaf and Wheeler at the District's property located at El Camino Real and "F" Street to

- discuss alternatives for replacing the water pipeline under the Caltrain tracks near this intersection; and
- Constructed service upgrades to: 1830 Robin Whipple, 1560 Escondido, 1503
 Folger, 2106 Lyon and 4 Tioga Way.

Maintenance:

- Responded to and completed 253 USA (underground service alerts) requests in May. This translates to a 21% increase from April's total of 209. It reflects the construction activity in the community from spring to fall;
- Paved streets in front of 2413 Hastings and 2114 Cipriani following leak repair and service upgrade respectively;
- Repaired concrete in front of 1957 Stafford in Redwood City following a reported leak at a fire hydrant line the District owns and operates along the water transmission line from the Hillcrest Meter Station in Redwood City;
- Replaced ruptured service lines at: 2330 Hastings, 2631 Sequoia, 2311 and 2313 Hastings, 2413 Hastings, 14 Waterloo Court;
- Repaired a leaking air relief/vacuum valve near 1956 Old County Road (near Cordilleras blow-off);
- Replace the fire hydrant near 1600 El Verano;
- Collected a requisite 44 water samples for bacteriological testing all samples were absent of coliform bacteria contamination;
- Continue to routinely monitor water system dead-ends continued for disinfectant residual; and
- Monitored for signs of nitrification within our tanks, sample stations and dead ends continues as a part of regular water quality monitoring.

System Repairs:

Date	Location	Event	Material	Installation Date	Estimated Water Loss (Gals.)
6/19	2108 Forest	Main Leak	CIP	1957	<500

Development:

Staff is currently working with developers on 54 development projects:

Mixed Use Commercial/Multi-Family Residential:

- 576-600 El Camino Real 36 meters installed at manifold. Awaiting conduit installations/punch list items prior to wiring remotes;
- 1325 Old County Rd. Project re-submitted larger project of 250 units;
 Currently reviewing plans;
- o 800 Belmont Ave. Contacted by developer, tentative plans;
- 815 Old County Rd. Contacted by developer, tentative plans;
- o 1300 El Camino Real Currently reviewing plans, letter of intent provided;

- 803-815 Belmont Ave Contacted by developer regarding existing facilities and available fire flows. Additional information requested on adjacent parking lot parcels; and
- 900 El Camino Real Letter of intent provided.

Commercial:

- 539 Harbor Blvd. Closing job no action on this account;
- City of Belmont Island Park Plans through staff approval process;
- 1477 El Camino Real Closing job no action on this account;
- Belmont Ave Parcel APNs (2) awaiting plans;
- 1500 Ralston Ave. Plans through staff approval process;
- 1400 Alameda de las Pulgas Plans through staff approval process;
- 1306-1308 Old County Rd. Submittals approved;
- 1888 Ralston Installation complete, awaiting backflow certification;
- 612 Mountain View Awaiting plans;
- o 1110 Old County Rd. Plans through staff approval process; and
- 2710 Ralston Ave. Plans through staff approval process.

Residential:

- o 2828 Monroe Plans through staff approval process;
- 513 Chesterton Ave. Plans through staff approval process;
- 1926 Oak Knoll Dr. Plans through staff approval process;
- 1828 Bayview Plans through staff approval process
- 1830 Robin Whipple Installation complete;
- 2009 Mezes Installation complete:
- 2723 Monserat Plans through staff approval process;
- 796 Miramar Terrace Awaiting contractor response;
- o 2114 Cipriani Installation complete::
- Bishop Road development Installed 1 of 3, Awaiting plans on 2 remaining lots;
- 2104 Coronet Blvd Installation complete;
- 4 Tioga Way Installation complete;
- Talbryn Dr. parcel Information provided to developer;
- Ralston parcel Developer requesting system information;
- 2620 Ponce Plans through staff approval process:
- o 1320 Talbryn Lane development- Request for updated connection fees;
- 665 South Plans through staff approval process;
- 853 Alameda Plans through staff approval process;
- 857 Alameda Plans through staff approval process;
- 10 Notre Dame Place Awaiting contractor installation schedule:
- 861 Alameda Currently reviewing their plans;
- 2723 Wemberly Plans through staff approval process;
- 3900 Marsten Plans through staff approval process;
- 1503 Folger Installation complete:
- 1961 Bishop Rd. Plans through staff approval process;
- 2106 Lyon Ave. Plans through staff approval process;

- 1560 Escondido Installation complete;
- 1050 Chula Vista Installation complete;
- 2110 Pullman Ave Plans through staff approval process;
- o 2019 Belle Monti Plans through staff approval process;
- Monte Cresta Drive Extension Reviewing plans, developing WSA;
- o 507 Sterlingview Plans through staff approval process;
- o 511 Sterlingview Plans through staff approval process;
- 3105 Marburger Awaiting plans;
- o 2728 Belmont Canyon Rd Plans through staff approval process; and
- o 2033 Mezes currently reviewing their plans.

Administration:

- Participating in weekly meeting at City Hall with Belmont Public Works staff, their construction management team and contractor during construction of their latest sewer system rehabilitation project targeting sewers in backyard easements and cross country runs;
- Attend the monthly BAWSCA Manager's meeting in Foster City;
- Attend the monthly HIA luncheon and provide update on District matters;
- Staff participated on interviews for two Water System Operator positions. Three of four people invited to interviews responded and two offers were made;
- Met with General Manager and Admin Services Manager to discuss reorganization and FY20 budget;
- Celebrated the retirement of Jon Tscharner with his mother, brother and his wife. JT as he was known retired after 29.5 years of service;
- Some members of staff attended the Wholesale Customer meeting held by the SFPUC at their Millbrae office:
- Attended a lunch meeting with General Manager and consultant Marty LaPorte on the Stanford campus; and
- Continue to actively manage power use for pumping operations.



MEMO

Project No.

10012.19

Agency: Mid-Peninsula Water District Date July 15, 2019

Attn: Board of Directors

Project Name: Hillcrest Pressure Regulating Station – Sequoia Tank Site

City of Redwood City

oReference: Project Update and Progress Payment No 3 – Project

Acceptance and Retention

From: Joubin Pakpour, P.E. – District Engineer

Construction Status

After a successful tie-in connection and re-establishing Zone 1 water on May 30th, Stoloski & Gonzalez (S&G) completed the vault's wall on June 6th. S&G then proceeded with the cover, electrical connections and interior appurtenances with no observed issues to the connection. The District is fine tuning the PRV settings.

On June 25th, the project was deemed substantial complete. The City of Redwood City, District, and S&G met on July 2nd to go over any correction items. S&G addressed these items and demobilized from the site prior to the expiration of the encroachment permit of July 3rd. The contractor swept the site one last time on July 9th.

The end of the 45 contractual work days was June 3rd. On May 31st and June 19th, a total of 16 working days were added to the project to account for the rain delays, shutdown rescheduling, and the shipping delays for the additional 20" fittings. The date was revised to June 25th. S&G finished the project within the contractual time for the project. On July 11th the City of Redwood City signed off on the encroachment.

The homeowners around the project have been very understanding and no issues were reported during construction.

Change Orders Summary and Balancing Change Order

Attached please find a copy of the change orders for the project. A summary of the change orders is listed below:

<u>Change Order No 1</u> – The District requested a credit for the chlorine analyzer (which was not used) and added 11 additional days to contract for rain delays and shut down reschedule. A credit of <\$11,130.00> was received.

<u>Change Order No 2</u> – The District authorized the installation of a second ladder inside the vault for \$703.58.

Change Order No 3 – The District authorized the purchase (2-45° and 1-22½°) and return (1-90° and 1-45°) 20" fittings to realign the bypass line to avoid the City of Redwood City existing 6" water main. A restocking fee was assessed to the returned fittings. Five days were added to the contract to account for the shipping of these fittings and the crew's down time. In addition, the District abandoned an air release valve not shown on the plans and added retention basin box for the discharge line of the sump pumps. The total cost of the change order is \$4,225.20.

Enclosed please find the <u>Balancing Change Order</u> in the form of a credit for <\$13,404.00> for items not used on the project.

During the course of the project, there were three change orders totaling a deduction of <\$19,105.22> or <3.0%> of original contract price which is below the typical industry standard of 10% for underground construction projects. The project change orders analysis summary is listed below.

Change Order Categories	Total Amount	Percent Increase over/under *Original Contract	Percent of Total Change Order
Owner requested changes (District)	<\$9,176.42>	<1.41%>	48.0%
Unforeseen Site Conditions	\$2,640.04	0.41%	<13.8%>
Items missing from Plans & Specifications	\$335.16	0.05%	<1.7%>
Balancing Change Order	<\$12,904.00>	<2.0%>	67.5%
Total:	<\$19,105.22>	<3.0%>	100.0%

^{*}Project Original Contract Amount \$ 649,620.00

Project Schedule and Progress Payment No. 3 Request

As of June 30, 2019, S&G completed 100%, or \$117,298.78 of the contractual work. Enclosed please find **Progress Payment No. 3** due to S&G for this period for \$\frac{\\$111,433.84}{211,433.84}\$ (value of work less 5% retention). The work performed to date has been satisfactory and payment is recommended.

	Current Month	Total	
Original Contract Amount		\$ 649,620.00	
Approved Change Orders	<\$ 19,105.22>	<\$19,105.22>	<3.0%>
Final Contract Amount		\$ 630,514.78	
Previously Paid		\$ 487,552.20	
Current Request (Less Retention)	<mark>\$ 111,433.84</mark>	\$ 111,433.84	
Retention	\$ 5,864.94	\$ 31,525.74	
Total Value of Work Completed	\$ 117,298.78	\$ 630,514.78	100%
Total Remaining on Contract		\$ 0.00	0%



Project Acceptance and Retention

On July 11th, the City or Redwood City signed off the encroachment permit. S&G has completed the correction list and we recommend acceptance of this project by filing a Notice of Completion (NOC) with the County of San Mateo County.

Total retention held on this project is *\$31,525.74* which will be released 25 calendar days after the NOC and after we verify that all vendors and subcontractors were paid by S&G with no outstanding issues.

Enclosures: Pakpour Consulting Group - Progress Payment No 3 Period from June 1, 2019 thru June 30, 2019 (1 page)

Stoloski & Gonzalez Invoice Progress Payment 781-03 (1 page)

Change Order Summary Log (1 page)
Change Order 1 dated June 4, 2019 (2 pages)
Change Order 2 dated July 9, 2019 (1 page)
Change Order 3 dated July 10, 2019 (2 pages)
Balancing Change Order dated July 10, 2019 (1 page)
Punch List Dated July 2, 2019 (1 page)

Photo Updates Period from June 1, 2019 thru June 30, 2019 (4 pages)





Hillcrest Pressure Regulating Station Sequoia Tank Site - City Redwood City Progress Payment No 03 and Balancing Change Order

Pay Period: June 1, 2019 thru June 30, 2019

Bid	Description		Origina	I Contract A	Amount		Change C	rder		Revised Contra	ct Amount	(Earned This Period			Prior Billing		Total to Date		
Item	Original Contract	Unit	Unit Price	Qty.	Total Price	Qty.	Unit Price	Total Price	Qty.	Unit Price	Total Price	Qty.	Amount Earned	%	Oth.	Amount Earned	%	Qty.	Amount Earned	%
1	Mobilization	LS	\$ 41,000.00	1	\$ 41,000.00	0	\$ 41,000.00	\$ -	1	\$ 41,000.00	\$ 41,000.00	0	\$ -	0%	1	\$ 41,000.00	100%	1	\$ 41,000.00	100%
2	Pressure Regulating Valve (PRV) Station	LS	\$ 304,500.00	1	\$ 304,500.00	0	\$ 304,500.00	\$ -	1	\$ 304,500.00	\$ 304,500.00	0	\$ -	0%	1	\$ 304,500.00	100%	1	\$ 304,500.00	100%
3	20-in CCP/DIP Special Flange Adapter and Tie-In Connections	LS	\$ 2,500.00	1	\$ 2,500.00	0	\$ 2,500.00	\$ -	1	\$ 2,500.00	\$ 2,500.00	0	\$ -	0%	1	\$ 2,500.00	100%	1	\$ 2,500.00	100%
4	Shoring, Sheeting, and Bracing and Trench Safety	LS	\$ 19,000.00	1	\$ 19,000.00	0	\$ 19,000.00	\$ -	1	\$ 19,000.00	\$ 19,000.00	0	\$ -	0%	1	\$ 19,000.00	100%	1	\$ 19,000.00	100%
5	20-in DIP Water Main	LS	\$ 502.00	110	\$ 55,220.00	(2)	\$ 502.00	\$ (1,004.00)	108	\$ 502.00	\$ 54,216.00	0	\$ -	0%	108	\$ 54,216.00	100%	108	\$ 54,216.00	100%
6	20-in Gate Valve	EA	\$ 24,000.00	2	\$ 48,000.00	0	\$ 24,000.00	\$ -	2	\$ 24,000.00	\$ 48,000.00	0	\$ -	0%	2	\$ 48,000.00	100%	2	\$ 48,000.00	100%
7	4-in Blow-Off Connection	EA	\$ 16,000.00	3	\$ 48,000.00	0	\$ 16,000.00	\$ -	3	\$ 16,000.00	\$ 48,000.00	2.5	\$ 40,000.00	83%	0.5	\$ 8,000.00	17%	3	\$ 48,000.00	100%
8	Sample Station	EA	\$ 4,500.00	1	\$ 4,500.00	0	\$ 4,500.00	\$ -	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	100%	0	\$ -	0%	1	\$ 4,500.00	100%
9	Electrical Work and Chlorine Analyzer	LS	\$ 75,000.00	1	\$ 75,000.00	0	\$ 75,000.00	\$ -	1	\$ 75,000.00	\$ 75,000.00	1	\$ 75,000.00	100%	0	\$ -	0%	1	\$ 75,000.00	100%
10	Abandon Manhole Structure, Sampling Stand, and Demo of Ex Vault	LS	\$ 36,000.00	1	\$ 36,000.00	0	\$ 36,000.00	\$ -	1	\$ 36,000.00	\$ 36,000.00	0	\$ -	0%	1	\$ 36,000.00	100%	1	\$ 36,000.00	100%
11	Water Tanker	LS	\$ 2,500.00	1	\$ 2,500.00	0	\$ 2,500.00	\$ -	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	100%	0	\$ -	0%	1	\$ 2,500.00	100%
12	Asphalt Concrete	SF	\$ 14.00	600	\$ 8,400.00	(600)	\$ 14.00	\$ (8,400.00)	0	\$ 14.00	\$ -	0	\$ -	0%	0	\$ -	0%	0	\$ -	0%
13	Street Sweeping	EA	\$ 500.00	10	\$ 5,000.00	(7)	\$ 500.00	\$ (3,500.00)	3	\$ 500.00	\$ 1,500.00	3	\$ 1,500.00	100%	0	\$ -	0%	3	\$ 1,500.00	100%
	Change Order # 1 - Chlorine Analyzer and Additonal Days	LS	\$ (11,130.00)		\$ -	1	\$ (11,130.00)	\$ (11,130.00)	1	\$ (11,130.00)	\$ (11,130.00)	1	\$ (11,130.00)		0	\$ -	0%	1	\$ (11,130.00)	100%
	Change Order #2 - Vault Ladder	LS	\$ 703.58		\$ -	1	\$ 703.58	\$ 703.58	1	\$ 703.58	\$ 703.58	1	\$ 703.58		0	\$ -	0%	1	\$ 703.58	100%
	Change Order #3 - 20" Fitting sand Additonal Days	LS	\$ 4,225.20		\$ -	1	\$ 4,225.20	\$ 4,225.20	1	\$ 4,225.20	\$ 4,225.20	1	\$ 4,225.20		0	\$ -	0%	1	\$ 4,225.20	100%
	Contract Amount				\$649,620.00			(\$19,105.22)			\$630,514.78									
	Amount Earned												\$117,298.78	19%		\$513,216.00	81%		\$630,514.78	100%
	Retention (5%)												(\$5,864.94)						(\$31,525.74)	
	Progress Payment #1																		(\$242,772.50)	
	Progress Payment #2																		(\$244,782.70)	
																				Щ
	Amount Due												\$111,433.84						\$111,433.8 4	
	Amount Remaining on Contract						I												\$0.00	0%

Prepared By

Joubin Pakpour, P.E. District Engineer

Amount Remaining on Contract		\$0.00	0%
Total Retention Being Held	(\$	31,525.74)	
Total Pending Change Orders	\$	-	

Project: MPWD - Hillcrest Pressure Regulating Station - Sequoia Tank Site

Contractor: Stoloski & Gonzalez, Inc.

Address: 727 Main Street

Half Moon Bay, CA 94019-1924

Progress Payment: 781-03 Through Date: 06/30/19 Billing Date: 07/02/19

Bid Item	Description of Bid Item	Unit	Qty	Unit Price		Total Bid Amount	Previous QTY to Date		Previous Amount to Date	Current Qty	Current Payment	Total Work To Date	To	ital Amount To Date
1	Mobilization	LS	1	\$ 41,000.00	\$	41,000.00	100%	\$	41,000.00		\$ -	100%	\$	41,000.00
2	Pressure Regulating Valve (PRV) Station	LS	1	\$ 304,500.00	\$	304,500.00	100%	\$	304,500.00		\$ -	100%	\$	304,500.00
3	20-in CPP/DIP Special Flange Adapters and Tie-in Connections	LS	1	\$ 2,500.00	5	2,500.00	100%	\$	2,500.00		\$ 	100%	\$	2,500.00
4	Shoring/Sheeting, Bracing & Trench Safety	LS	1	\$ 19,000.00	\$	19,000.00	100%	\$	19,000.00		\$ 	100%	\$	19,000.00
5	20-in DIP Water Main	LF	110	\$ 502.00	\$	55,220.00	108.00	\$	54,216.00		\$ _	108.00	\$	54,216.00
6	20-in Gate Valves (Outside the Vault at the Bypass)	EA	2	\$ 24,000.00	\$	48,000.00	2.00	\$	48,000.00		\$ _	2.00	\$	48,000.00
7	4-in Blow-Off Assembly	EA	3	\$ 16,000.00	\$	48,000.00		\$	8,000.00		\$ 40,000.00	3.00	\$	48,000.00
	Sample Station	EΑ	1	\$ 4,500.00	\$	4,500.00		\$	_	1.00	\$ 4,500.00	1.00	\$	4,500.00
9	Electrical Work and Chlorine Analyzer	LS	1	\$ 75,000.00	\$	75,000.00		\$	-	100%	\$ 75,000.00	100%	\$	75,000.00
10	Abandon Manhole Structure, Sampling Stand and Demolition of Existing Vault	LS	1	\$ 36,000.00	\$	36,000.00	100%	\$	36,000.00		\$ -	100%	\$	36,000.00
11	Water Truck	LS	1	\$ 2,500.00	\$	2,500.00				100%	\$ 2,500.00	100%	\$	2,500.00
12	AC Paving 4" Repair	SF	600	\$ 14.00	\$	8,400.00					·	***	\$	-
13	Street Sweeping	EA	10	\$ 500.00	\$	5,000.00				3.00	\$ 1,500.00	3.00	\$	1,500.00
	Total Bid Amount				\$	649,620.00			-				Γ	<u>.</u>
								\$	513,216.00		\$ 123,500.00		\$	636,716.00
CCO #1	Chlorine Analyzer & Additional Days	LS	1	\$ (11,130.00)	\$	(11,130.00)		l		1	\$ (11,130.00)	1	\$	(11,130.00)
CCO #2	Vault Ladder	LS	1	\$ 703.58	\$	703.58				1	\$ 703.58	1	\$	703.58
CCO #3	20" Fitting & Additional Days	LS	1	\$ 4,225.20	\$	4,225.20				1	\$ 4,225.20	1	\$	4,225.20
				\$ (6,201.22)	\$	(6,201.22)					\$ (6,201.22)		\$	(6,201.22)
							ı	.ESS	LESS 5% RE	TENTION UBTOTAL	\$ 117,298.78 (5,864.94) 111,433.84	<u>.</u>	\$ \$ \$ \$	630,514.78 (31,525.74) 598,989.04 (487,555.20)
								T	OTAL DUE TH	S PERIOD	\$ 111,433.84		\$	111,433.84

Mid-Peninsula Water District Hillcrest Pressure Regulating – Sequoia Tank Site City of Redwood City Project No. 10012.19

Change Order No. 1 Stoloski & Gonzalez Inc. June 4, 2019

Item No. 1 - Rain Delay for April 2019

The project's contractual completion date is revised to account for rain delays from April 1, 2019 thru April 5, 2019.

Total Cost of Item No. 1

\$0.00

5 Days

Overall Increase of Working Days for Item No. 1

Item No. 2 - Reschedule of the Shut-Down Tie-In

The original shut-down date was scheduled from Wednesday, May 22, 2019 to May 29, 2019 at the request of the District.

Total Cost of Item No. 2

\$0.00

Overall Increase of Working Days for Item No. 2

6 Days

Item No. 3 - Chlorine Analyzer Credit

The District purchased a new SCADA instrumentation package system for the project which included a chlorine analyzer. A software compatibility issues were discovered with the specified chlorine analyzer and the new SCADA. On April 11, 2019 the District decided to eliminate the chlorine analyzer and components from Bid Item No 9. The District approached the contractor for a credit, and on April 26, 2019, the District received a letter with a credit of *\$11,130.00*. The credit was reviewed and compared against comparable devices.

Total Cost of Item No. 3

Overall Increase of Working Days for Item No. 3

<\$ 11,130.00>

0 Day

Total Cost of Change Order No. 1
Overall Increase of Working Days for Change Order No. 1

<\$ 11,130.00>

11 Days

Other Terms Remain in Effect

This **Change Order No. 1** fully resolves all cost and time issues related to the work described above, including any indirect effects or the effect of this Change Order on any other work performed by **Stoloski** & **Gonzalez**. This Change Order does not modify or supersede any provision of the Contract, unless, and only to the extent, explicitly stated in this Change Order.

Signature Block Change Order No. 1

Prepared by:

Project Manager

Pakpour Consulting Group

Reviewed and Approved by:

Rick Bisio District Inspector Mid-Peninsula Water District

Joubin Pakpour, P.E.
District Engineer
Pakpour Consulting Group

Tammy Rudock General Manager Mid-Peninsula Water District Mark Stoloski Project Manager Stoloski & Gonzalez Inc.

Mid-Peninsula Water District Hillcrest Pressure Regulating - Sequoia Tank Site City of Redwood City Project No. 10012.19

Change Order No. 2 Stoloski & Gonzalez Inc. July 9, 2019

Item No. 1 - Vault Ladder

On June 6, 2019, the District requested to add an additional ladder inside the vault. Stoloski and Gonzalez (S&G) provided a cost for material and labor on June 20, 2019.

The District reviewed and approved the cost. The ladder was installed on June 24, 2019.

Total Cost of Item No. 1

\$703.58

Overall Increase of Working Days for Item No. 1

0 Days

Total Cost of Change Order No. 2

\$ 703.58

Overall Increase of Working Days for Change Order No. 2

0 Days

Other Terms Remain in Effect

This Change Order No. 2 fully resolves all cost and time issues related to the work described above, including any indirect effects or the effect of this Change Order on any other work performed by Stoloski & Gonzalez. This Change Order does not modify or supersede any provision of the Contract, unless, and only to the extent, explicitly stated in this Change Order.

Signature Block Change Order No. 2

Prepared by:

Reviewed and approved by:

Victor Fung

Project Manager

Pakpour Consulting Group

Joubin Pakpour, P.E.

District Engineer

Pakpour Consulting Group

Reviewed and Approved by:

Rick Bisio

District Inspector

Mid-Peninsula Water District

Tammy Rudock General Manager Mid-Peninsula Water District

Project Manager

Mark Stoloski

Stoloski & Gonzalez Inc.

Mid-Peninsula Water District Hillcrest Pressure Regulating Station – Sequoia Tank Site City of Redwood City Project No. 10012.19

Change Order No. 3 Stoloski & Gonzalez Inc. July 10, 2019

Item No. 1 - Extra 20" Fittings - Bypass Realignment

On May 1, 2019, the City of Redwood City (City) notified the District their 6" PVC water main could not be relocated because it serves approximately 30 homes. To miss the City's water main, the alignment of the bypass was changed by replacing the 90° bend to two 45° fittings.

Because the 20" fittings are not a common stock items, Stoloski and Gonzalez (S&G) ordered two 45° and one 22½° fittings to avoid any other delays. Most of these fittings came from Southern California and Tennessee. Due to the transport and the down time of the crew, S&G was issued five additional working days.

Unused fittings were returned and with a 50% restocking fee.

Total Cost of Item No. 1

Overall Increase of Working Days for Item No. 1

\$ 2,640.04

5 Days

Item No. 2 - ARV Abandonment

On May 9, 2019, while excavating the area to install a trench box for the tie-in, Stoloski & Gonzalez (S&G) uncovered a buried air release valve (ARV). The ARV was still active and was not shown on the plans. S&G abandoned the ARV line on time and material basis as directed by the District.

The District reviewed and approved the cost to abandon the ARV.

Total Cost of Item No. 2

Overall Increase of Working Days for Item No. 2

\$ 335.16

0 Days

Stoloski & Gonzalez - Change Order No. 3 - Additional Day and 20" Fittings, ARV Abandonment, and Retention Box Basin

Item No. 3 - Retention Basin Box for the Sump Pumps

On June 25, 2019, the District elected to discharge the sump pump drain into a retention basin box in lieu of running the lines onto the paving. S&G installed a 12x12 junction box to join the sump drain lines inside the box.

The District reviewed and approved the cost. The work was completed on July 2, 2019.

Total Cost of Item No. 3 \$ 1,250.000

Overall Increase of Working Days for Item No. 3 0 Days

Total Cost of Change Order No. 3 \$ 4,225.20

Overall Increase of Working Days for Change Order No. 3 5 Days

Other Terms Remain in Effect

This Change Order No. 3 fully resolves all cost and time issues related to the work described above, including any indirect effects or the effect of this Change Order on any other work performed by **Stoloski** & **Gonzalez**. This Change Order does not modify or supersede any provision of the Contract, unless, and only to the extent, explicitly stated in this Change Order.

Signature Block Change Order No. 3

Prepared by:

Victor Fung Project Manager

Pakpour Consulting Group

Reviewed

and Approved by:

Joubin Pakpour, P.E.

District Engineer

Pakpour Consulting Group

Reviewed and Approved by:

Rick Bisio
District Inspector

Mid-Peninsula Water District

Tammy Rudock General Manager

Mid-Peninsula Water District

Mark Stoloski

Project Manager

Stoloski & Gonzalez Inc.

Mid-Peninsula Water District Water District Hillcrest Pressure Regulating Station – Sequoia Tank Site City of Redwood City Project No. 10012.19

Balancing Change Order Stoloski & Gonzalez, Inc. July 10, 2019

Balancing Change Order

Bid Item No. 5 - 20" DIP Water Main

A deduct of 2-LF of 20" Class 350 DIP which was not installed.

The original contract amount for Bid Item No. 5 was <u>decreased</u> by:

<\$1,004.00>

Bid Item No. 12 - Asphalt Concrete

A deduct of 600-SF of asphalt concrete which was not installed.

The original contract amount for Bid Item No. 12 was <u>decreased</u> by:

<\$8,400.00>

Bid Item No. 13 - Street Sweeping

A deduct of seven days of street sweeping which was not performed.

The original contract amount for Bid Item No. 13 was <u>decreased</u> by:

<\$3,500.00>

Balancing Change Order Total Amount:

<\$12,904.00>*

Prepared by:

Victor Fung
Project Manager

Pakpour Consulting Group

Reviewed and Approved by:

Joubin Pakpour, P.E.

District Engineer

Pakpour Consulting Group

Tammy Rudock General Manager Mid-Peninsula Water

District

Rick Bisio

District Inspector Mid-Peninsula Water

District

^{*}Total Contract amount was <u>decreased</u> by \$12,904.00 for material and contingency items not used during the course of the project.



Hillcrest Pressure Regulating Staion - Sequoia Tank Site - City of Redwood City Mid-Peninsula Water District Punch List

Meeting Date: July 2, 2019



				Inspe	ected
No.	Location/ Area	Notes	Correction Action	Date Completed	Verify By
1	Entrance	Damaged Sensus Covers	Sensus cover were damaged during construction; Nick Nickel of RWC will replace them as the wiring will be reconfigure; No action is required.	7/2/19	W
2	Project Site	General Site Clean Up	Site still needs to be cleaned; Mark Stoloski will order a sweeper to address the site debris and the road to the tank site.	7/9/19	军
3	Project Site	AC Pavement	AC Pavement will not be required. AC pavement appears to be in good state	7/9/15	YP
4	Gate Valves	Concrete Collar	Concrete collars are required at the gate valves	7/2/M	VA
5					
6					
7					
8				,	
9	, (-		
10					,
11					













June 7, 2019 – Remove Forms

4" Blow-Offs



June 10, 2019 –Backfill and Compaction





June 25, 2019 – Vault Cover Installation and Electrical Connection





MID-PENINSULA WATER DISTRICT BUDGET FOR YEAR 2018-2019 SUMMARY

SU	JMMARY			TTD 0/
				Target YTD %
	APPROVED			100.0%
	AMENDED	ACTUALS	REMAINING	Y-T-D
COUNTION	FY 2018-2019	7/1/2018	BALANCE/	% OF
CRIPTION	BUDGET \$	6/30/19	(OVER BUDGET)	BUDGET
OPERATING REVENUE	0.044.000	0.500.070	47.007	00.00/
WATER COMMODITY CHARGES	9,611,800	9,593,873	17,927	99.8%
FIXED SYSTEM CHARGES	2,880,000	2,875,001	4,999	99.8%
FIRE SERVICE CHARGES	14,000	15,961	(1,961)	114.0%
MISC CUSTOMER ACCOUNT FEES (A)	43,000	77,715	(34,715)	180.7%
SERVICE LINE & INSTALLATION CHARGES	10,000	10,462	(462)	104.6%
MISCELLANEOUS OPERATING	25,000	24,363	637	97.5%
PROPERTY TAX REVENUE (B)	268,000	380,509	(112,509)	. 142.0%
TOTAL OPERATING REVENUE	12,851,800	12,977,885	(126,085)	101.0%
WATER SYSTEM CAPACITY CHARGES .(C)	250,000	645,668	(395,668)	258.3%
WATER DEMAND OFFSET CHARGES (.C)	20,000	44,449	(24,449)	222.2%
MISCELLANEOUS NON-OPERATING (D)	55,000	136,371	(81,371)	247.9%
INTEREST REVENUE - LAIF (.E)	75,000	113,387	(38,387)	151.2%
INTEREST REVENUE - COP (.E)	150,000	323,582	(173,582)	215.7%
LEASE OF PHYSICAL PROPERTY	175,000	152,926	22,074	87.4%
LANDSCAPE PERMIT REVENUE (F)	1,000	6,486	(5,486)	648.6%
LANDSCAPE PERIVIT REVENUE (F)	1,000	0,400	(5,400)	040.070
TOTAL NON-OPERATING REVENUE	726,000	1,422,868	(696,868)	196.0%
TOTAL REVENUE	13,577,800	14,400,753	(822,953)	106.1%
ODED ATIMO EVDENDITUDES (OD EVD)	-			
OPERATING EXPENDITURES (OP EXP)	4 004 005	4 700 004	50.404	07.007
SALARIES & WAGES	1,821,385	1,763,261	58,124	96.8%
PAYROLL TAXES & BENEFITS	1,280,803	831,422	449,381	64.9%
PURCHASED WATER	5,654,624	5,581,289	73,335	98.7%
OUTREACH & EDUCATION	60,000	59,736	264	99.6%
M&R - OPS SYSTEM	350,000	262,065	87,935	74.9%
M&R - FACILITIES & EQUIPMENT (G)	150,000	166,141	(16,141)	110.8%
MAJOR MAINTENANCE	31,050	-	31,050	NA 102.00/
OFFICE SUPPLIES & EQUIPMENT	313,483	322,584	(9,101)	102.9%
MEMBERSHIP & GOV FEES (H)	215,915	247,913	(31,998)	114.8%
BAD DEBT & CLAIMS	30,000	28,266	1,734	94.2%
UTILITIES	316,917	287,035	29,882	90.6%
PROFESSIONAL SERVICES	650,000	620,448	29,552	95.5%
TRAINING/TRAVEL & RECRUITMENT (I)	50,000	75,971	(25,971)	151.9%
RESTRICTED EARNINGS (.E) DEPRECIATION	225,000 931,500	436,969	(211,969)	194.2%
DEBT SERVICE TRUSTEE FEES & EXP	931,500	937,173	(5,673)	100.6%
DEBT SERVICE TRUSTEE FEES & EXP	1 051 500	612	(612)	N/A
DEBT SERVICE 2016 COPS	1,051,500	1,035,868	15,632	98.5%
TOTAL OPERATING EXPENSES	13,132,176	12,656,754	475,422	96.4%
NET OPERATING SURPLUS/(LOSS)	445,624	1,743,999	(1,298,375)	391.4%
TRANSFER TO CAPITAL	(445,624)	(1,743,999)	1,298,375	391.4%
DEBT SERVICE COVERAGE	1.91	2.60		•
JII. CERTICE COTERNOL	1.01	2.30		

- (A) See Administrative Services Manager's Report for details.
- (B) Property tax higher than budgeted.
- (.C) Water Capacity Charges and Demand Offset Charges for completed jobs: Three residential/two commercial.
- (D) Fire Flow Revenue totaling \$14,098; PG&E Reimbursement for work not completed totaling \$6,029; Project vehicle revenue totaling \$71,295, recycled Meters totaling \$12,526 and the balance of \$7,263 for miscellaneous items.
- ('E) LAIF and COP funds generating more interest revenue than expected.
- (F) Landscape revenue recognized with several projects completed.
- (G) Purchase of generator \$3990; Scanner \$3395.
- (H) Membership dues higher than projected.
- (I) Training/travel/recruitment higher han projected.

MID-PENINSULA WATER DISTRICT STATEMENT OF NET POSITION PREVIOUS YEAR COMPARISON

	30-Jun-19	30-Jun-18	\$ Change	% Change
ASSETS				
CURRENT ASSETS				
Total Checking/Savings	4,378,211.44	23,470,601.28	-19,092,389.84	-81.35%
Total COP Funds	14,459,679.69	0.00	0.00	100.0%
Total Accounts Receivable	1,180,516.17	1,238,198.76	-57,682.59	-4.66%
Total Other Current Assets	165,264.38	927,987.47	-762,723.09	-82.19%
TOTAL CURRENT ASSETS	20,183,671.68	25,636,787.51	-5,453,115.83	-21.27%
FIXED ASSETS				
Fixed Assets	50,215,957.76	44,062,733.38	6,153,224.38	13.97%
Accumulated Depreciation	-28,203,941.62	-27,271,192.11	-932,749.51	-3.42%
Construction in Progress	2,331,039.60	3,689,330.83	-1,358,291.23	-36.82%
TOTAL FIXED ASSETS	24,343,055.74	20,480,872.10	3,862,183.64	18.86%
TOTAL OTHER ASSETS	1,210,079.34	803,133.00	406,946.34	50.67%
TOTAL ASSETS	45,736,806.76	46,920,792.61	-1,183,985.85	-2.52%
LIABILITIES & EQUITY				
LIABILITIES				
CURRENT LIABILITIES				
Total Accounts Payable	358,383.45	728,023.27	-369,639.82	-50.77%
Total Other Current Liabilities	1,363,821.03	2,413,376.12	-1,049,555.09	-43.49%
TOTAL CURRENT LIABILITIES	1,722,204.48	3,141,399.39	-1,419,194.91	-45.18%
LONG TERM LIABILITIES				
Total COP Financing Debt (B)	17,550,000.00	17,910,000.00	-360,000.00	-2.01%
Total COP Premium (B)	857,636.50	888,918.10	-31,281.60	-3.52%
Total Other Long Term Liabilities (B)	1,135,175.00	1,765,634.45	-630,459.45	-35.71%
TOTAL LONG TERM LIABILITIES	19,542,811.50	20,564,552.55	-1,021,741.05	-4.97%
TOTAL LIABILITIES	21,265,015.98	23,705,951.94	-2,440,935.96	-10.3%
EQUITY	0.00	0.00	0.00	0.00/
3000 · Opening Bal Equity	0.00	0.00	0.00	0.0%
3800 · RESERVES	3,921,895.67	6,547,071.80	-2,625,176.13	-40.1%
3940 · Fund Bal Invest in Util Plant Net Assets (A)	24,426,086.32	20,480,872.10	3,945,214.22	19.26%
• •	-3,876,191.21	-3,813,103.23	-63,087.98	-1.66%
TOTAL LIABILITIES & FOLIETY	24,471,790.78	23,214,840.67	1,256,950.11	5.41%
TOTAL LIABILITIES & EQUITY	45,736,806.76	46,920,792.61	-1,183,985.85	-2.52%

⁽A) CalPERS Net Pension Liability - GASB 68 requirement.

⁽B) COP Financing Debt and Debt Premium total \$19,185,626.90.

MID-PENINSULA WATER DISTRICT STATEMENT OF REVENUES & EXPENSES PREVIOUS YEAR COMPARISON - GAAP BASIS

	Jul 18-Jun 19	Jul 17-Jun 18	\$ Change	% Change
Ordinary Income/Expense				
Income				
OPERATING REVENUE	12,977,885	12,836,697	141,187	1.1%
INTEREST INCOME	436,969	271,158	165,810	61.15%
CAPITAL CONTRIBUTION	293,024	0	293,024	100.0%
OTHER INCOME	985,899	496,027	489,872	98.76%
Total Income	14,693,777	13,603,883	1,089,894	8.01%
Expense	-			
PERSONNEL COSTS	2,594,684	2,539,889	54,794	2.16%
PURCHASED WATER	5,581,289	5,579,589	1,700	0.03%
OUTREACH/EDUCATION	59,736	56,602	3,134	5.54%
M&4 - OPS SYSTEMS	262,065	562,164	-300,098	-53.38%
FACILITIES & EQUIPMENT	166,141	135,707	30,435	22.43%
OFFICE SUPPLIES & EQUIPMENT	322,584	257,173	65,411	25.44%
MEMBERSHIP & GOV FEES	247,913	242,978	4,935	2.03%
BAD DEBT & CLAIMS	28,266	-3,800	32,066	843.75%
UTILITIES	287,035	252,123	34,912	13.85%
PROFESSIONAL SERVICES	620,448	416,561	203,887	48.95%
TRAINING & TRAVEL	75,971	40,140	35,831	89.27%
Total Expense	10,246,132	10,091,501	154,631	1.53%
Net Ordinary Income	4,447,645	3,512,381	935,264	26.63%
Other Income/Expense				
Other Expense				
DEPRECIATION	937,173	875,033	62,140	7.1%
COP Financing Costs	690,868	1,069,653	-378,784	-35.41%
Total Other Expense	1,628,654	1,944,686	-316,032	-16.3%
Net Revenue/(Expenses)	2,818,991	1,567,696	1,251,296	79.8%
RECONCILIATION TO OPERATING BUDGET				
Adjustments to Increase Net Operating Surplus				
Interest Income - LAIF & COP Interest	-436,968			
Capital Contribution	-293,024			
Debt Service Principal Payment	-345,000			
Total Adjustments to Increase Net Operating Surplus	-1,074,992			
Net Operating Surplus/(Loss) Transfer to Capital	1,743,999			

MID-PENINSULA WATER DISTRICT BUDGET FOR FY 2018-2019 Capital Projects

DESCRIPTION	APPROVED AMENDED FY 2018-2019 BUDGET \$	ACTUAL 7/1/2018 6/30/2019	REMAINING BALANCE/ (OVER BUDGET)	Target YTD % 100.0% Y-T-D % OF BUDGET
CAPITAL IMPROVEMENTS - WORK IN PROCESS (WIP)				
2017 Joint WMR and Belmont Sewer Rehab Project (Pay-Go Portion)	750,000	750,000	-	100.0%
2017 Water Main Replacement CIP (Pay-Go Portion)	5,000	2,635	2,365	52.7%
AMI Meter Change Out Program	678,500	548,335	130,165	80.8%
CAPITAL IMPROVEMENTS - WIP TOTAL	1,433,500	1,300,970	132,530	90.8%
CAPITAL OUTLAY				
Replacement Mini-Excavator for Operations	45,998	45,998	0	100.0%
Replacement Service Truck for Operations	90,000	87,390	2,610	97.1%
Replace Hybrid Vehicles	65,783	65,783	0	100.0%
Replace Fuel Station Controller @ Dairy Lane Operations Center	30,000	-	30,000	0.0%
Phase 2 SCADA System Replacement	50,000	43,693	6,307	87.4%
Miscellaneous Capital Outlay/Projects	50,000	8,467	41,533	16.9%
CAPITAL OUTLAY TOTAL	331,781	251,331	80,450	75.8%
CAPITAL IMPROVEMENTS & CAPITAL OUTLAY TOTAL	1,765,281	1,552,301	212,980	87.9%
DEPRECIATION	931,500	937,173	(5,673)	100.6%
TRANSFER FROM OPS	445,625	1,743,998	(1,298,373)	391.4%
TRANSFER (TO)/FROM CAPITAL RESERVES (PRIOR YEAR) *	595,000	41,090	553,910	6.9%
TRANSFER (TO)/FROM CAPITAL RESERVES**	(206,844)	(1,169,960)	963,116	565.6%
CAPITAL OUTLAY/CAPITAL PROJECTS	(1,765,281)	(1,552,301)	(212,980)	87.9%
NET RESULTS OF CAPITAL	-	0	(0)	N/A

* COMMITTED FROM PRIOR YEAR:

Placeholder - Joint CIP with City of Belmont Proceeds from sale of Surplus Items

\$ 500,000 \$ 95,000 10% 595,000



AGENDA ITEM NO. 9.B.2.

DATE: July 25, 2019

TO: Board of Directors

FROM: Tammy Rudock, General Manager

Candy Pina, Administrative Services Manager

SUBJECT: MPWD ANNUAL REIMBURSEMENTS REPORT FOR FISCAL YEAR

2018/2019 PURSUANT TO GOVERNMENT CODE SECTION 53065.5

RECOMMENDATION

Review MPWD Annual Reimbursements Report for FY 2018/2019.

FISCAL IMPACT

None.

DISCUSSION

The attached report was prepared pursuant to Government Code Section 53065.5:

Each special district, as defined by subdivision (a) of Section 56036, shall, at least annually, disclose any reimbursement paid by the district within the immediately preceding fiscal year of at least one hundred dollars (\$100) for each individual charge for services or product received. "Individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or a registration fee paid to any employee or member of the governing body of the district. The disclosure requirement shall be fulfilled by including the reimbursement, information in a document published or printed at least annually by a date determined by that district and shall be made available for public inspection.

All of the reimbursements were expenses identified within monthly expenditure reports for regular Board meetings in FY 2018/2019.

The	report	will h	e no	sted to	the	MPV	۷D	website.

Attachment:	MPWD Annual Reimbursements Report for FY 2018/2019						
BOARD ACTIO	N: APPROVED:	DENIED:	POSTPONE	ED: STAFF	DIRECTION:		
UNANIMOUS_	VELLA	ZUCCA	WARDEN	_ SCHMIDT	WHEELER	_	



ANNUAL REIMBURSEMENTS REPORT

FOR THE 2018/2019 FISCAL YEAR

Prepared pursuant to Government Code Section 53065.5:

Each special district, as defined by subdivision (a) of Section 56036, shall, at least annually, disclose any reimbursement paid by the district within the immediately preceding fiscal year of at least one hundred dollars (\$100) for each individual charge for services or product received. "Individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or a registration fee paid to any employee or member of the governing body of the district. The disclosure requirement shall be fulfilled by including the reimbursement, information in a document published or printed at least annually by a date determined by that district and shall be made available for public inspection.



ANNUAL REIMBURSEMENTS

Fiscal Year Ended June 30, 2019

PAYEE	CHECK DATE	AMOUNT	REIMBURSEMENT DESCRIPTION
Anderson, Jonathan	07/26/2018	\$ 1,711.60	APWA PWX Convention: Roadeo Backhoe/Mini-Excavator Competition
Anderson, Michael	08/15/2018	\$ 140.00	Reimbursement for SWRCB D3 certification renewal fee
Kalabolas, Jeanette	03/20/2019	\$ 132.90	Reimbursement for student field trip supplies
Malczon, Misty	06/10/2016	\$ 691.26	Springbrook Annual Conference
Michaelis, Chris	08/15/2018	\$ 313.78	Overtime pay (documented after payroll end)
Olsen, Stan	06/05/2019	\$ 187.00	Reimbursement for tools and equipment purchase (Dan-Mar Tool & Supply)
Pina, Candy	10/23/2018	\$ 380.37	Gift cards for employee service recognitions (\$100.00) and ACWA JPIA Leadership Essentials Program (\$280.37)
	01/07/2019	\$ 840.04	CALPELRA Annual Conference (\$740.04), and Gift Cards for MPWD Wellness Program (\$100.00)
	01/30/2019	\$ 140.00	Off-site quarterly Administrative staff dinner meeting
	04/24/2019	\$ 157.00	Off-site quarterly Administrative staff dinner meeting
	05/15/2019	\$ 100.00	Gift cards for MPWD Wellness Program

PAYEE	CHECK DATE	AMOUNT	REIMBURSEMENT DESCRIPTION
	06/05/19	\$3,567.00 \$5,184.41 TOTAL	Annual GFOA Conference
Ravella, Laura	06/10/2019	\$ 757.26	Springbrook Annual Conference
Rudock, Tammy	07/03/2018	\$ 507.45	2018 CSDA GM Leadership Summit
	09/20/2018	\$ 185.00	ACWA/JPIA Liability Committee Meeting (\$64.00) and 2018 CUEMA Leadership Summit (\$121.00)
	01/07/2019	\$ 191.00	ACWA/JPIA Fall Conference & Exposition (\$170) and CALPELRA Annual Conference (\$21.00)
	04/18/2019	\$ 154.00	SHRM-SCP Certification Preparation Course (\$132.00) and ACWA/JPIA HR Group Training (\$22.00)
	06/19/2019	\$ 250.00 \$1,287.45	Bank account closed for payroll deduction
Wheeler, Kirk	05/30/2019	\$ 102.84	ACWA/JPIA Spring Conference & Exposition
Young, Henry	07/26/2018	\$ 113.94	Supervisor Training
	03/27/2019	\$1,876.36 \$1,990.30	Final pay