



**REGULAR MEETING
BOARD OF DIRECTORS
WEDNESDAY, NOVEMBER 18, 2020 - 6:30 PM**

DUE TO COVID-19, THIS MEETING WILL BE CONDUCTED AS A TELECONFERENCE PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20, WHICH SUSPEND CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT.

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON.

Public comments may be submitted via email to
District Secretary, Candy Pina, at candyp@midpeninsulawater.org.
Please indicate in your email the agenda item to which your comment applies.
Comments submitted before the meeting will be provided to the Board before or during the meeting.
Comments submitted after the meeting is called to order will be included
in correspondence that will be provided to the full Board.

Board members, staff, and the public may participate remotely.

Meeting Link: <https://global.gotomeeting.com/join/263351229>

Dial by Telephone U.S. (Toll Free): 1-877-568-4106

Access Code: 263-351-229

AGENDA

1. OPENING

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

2. PUBLIC COMMENT

If you wish to address the Board, please follow the directions at the top of the agenda. If you have anything that you wish distributed to the Board and included for the official record, please include it in your email. Comments that require a response may be deferred for staff reply.

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

4. 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 October 22, 2020
- B. Approve Expenditures from October 14, 2020 through November 9, 2020
- C. Approve Resolution 2020-36 Authorizing Award of Construction Contract to Mitchell Engineering for Construction of the El Camino Real Water Main Replacement Project (#06-1621-CP) in the Amount of \$2,113,072, Plus a 10% Contingency in the Amount of \$211,000 for a Total Project Budget of \$2,324,072
- D. Approve Resolution 2020-37 Authorizing a Professional Services Contract with TRC Engineers, Inc. in the amount of \$345,000 for Construction Management and Inspection Services Related to the El Camino Real Water Main Replacement Capital Project (CIP 06-1621-CP) and Provide a Contingency of 10% or \$34,500, for a Total of \$379,500

5. HEARING AND APPEALS

6. REGULAR BUSINESS AGENDA

- A. Consider and Confirm MPWD 2021 Regular Board Meeting Schedule
- B. Receive Update from General Manager regarding Actions taken During COVID-19 Pandemic

7. MANAGER'S AND BOARD REPORTS

- 1. General Manager's Report
- 2. Administrative Services Manager's Report
- 3. Operations Report
- 4. District Engineer's Report
District Engineer may have an oral report.
- A. Financial Reports
 - 1. Financial Report
- B. Director Reports

8. COMMUNICATIONS

9. CLOSED SESSION

- A. A. Public Employee Performance Evaluation and Associated Negotiations Government Code §§54957 and 54957.6 Title: General Manager

10. RECONVENE TO OPEN SESSION

11. 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 and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested. Requests should be sent to the District Secretary at (650) 591-8941 or candyp@midpeninsulawater.org. Requests must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

NEXT REGULAR BOARD MEETING: THURSDAY, DECEMBER 17, 2020 AT 6:30PM

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REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE MID-PENINSULA WATER DISTRICT

October 22, 2020
Belmont, California

DUE TO COVID-19, THIS MEETING WAS CONDUCTED AS A TELECONFERENCE
PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-
25-20 AND N-29-20, WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE
RALPH M. BROWN ACT.

MEMBERS OF THE PUBLIC COULD NOT ATTEND THIS MEETING IN PERSON.
Board members, staff, and the public participated remotely.

A public comment submit option was available via email to
District Secretary, Candy Pina, at candyp@midpeninsulawater.org.
No public comments were received.

1. OPENING

A. Call to Order:

The regular teleconference meeting of the Mid-Peninsula Water District Board of Directors was called to order by President Zucca at 6:31PM.

B. Establishment of Quorum:

PRESENT: Directors Zucca, Schmidt, Wheeler, Warden and Vella.

A quorum was present.

ALSO PRESENT: General Manager Tammy Rudock, Operations Manager Rene Ramirez, Administrative Services Manager and Board Secretary Candy Pina, District Engineer Joubin Pakpour and District Counsel Julie Sherman.

2. PUBLIC COMMENT

None.

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

None.

4. ACKNOWLEDGEMENTS/PRESENTATIONS

A. Rick Bisio, Lead Operator - Service Retirement (23 Years of Service)

General Manager Rudock spoke about Mr. Bisio's many achievements at the District over his years of service and invited Operations Manager Ramirez to say a few words on behalf of Mr. Bisio's accomplishments.

Operations Manager Ramirez shared several personal stories and provided some background on Mr. Bisio's work duties.

Mr. Bisio informed the Board that he learned much during his time with MPWD and expressed that it was a good run. He also complimented management and thanked the Board of Directors for the opportunity to serve.

President Zucca and Director Vella both congratulated Mr. Bisio and wished him a happy retirement and General Manager Rudock concluded this item by reporting on the retirement luncheon the District hosted in Mr. Bisio's honor.

5. CONSENT AGENDA

A. Approve Minutes for the Board Meeting on September 24, 2020 and Special Board Meeting on October 8, 2020

(There was no MPWD Board Meeting in August)

B. Approve Expenditures from September 19, 2020 through October 13, 2020

C. Approve Resolution 2020-29 Authorizing the Ninth Amendment to the Master Professional Services Contract with Pakpour Consulting Group, Inc., in the total amount of \$85,530, for Additional Engineering Services related to the Dekoven Tanks Replacement Capital Project (#08-1621-CP)

D. Approve 2020 MPWD Catalog of Enterprise Systems per Government Code Section 6270.5

Director Vella moved to approve Consent Agenda Items 5.A. through 5.D. Director Warden seconded. Roll call vote was taken and the items were unanimously approved.

6. HEARINGS AND APPEALS

None.

7. REGULAR BUSINESS AGENDA

A. Receive and Accept the Financial Audit Report for Fiscal Year Ended June 30, 2020, Presented by David Becker, CPA, of James Marta & Company, LLC

General Manager Rudock took a moment prior to discussing Regular Business items to present the District's new Temporary Part-Time Employee and Retired Annuitant, Monique Madrid, to the Board. Her first project is completion of a draft financial management policy.

Administrative Services Manager Pina introduced David Becker, of James Marta & Company, LLC. Mr. Becker reported on the Financial Audit Report findings for Fiscal Year Ended June 30, 2020 and an open Board discussion followed.

B. Consider and Approve Revised Request for Proposal for Professional Accounting Services and Optional District Treasurer Services, and Notice of Intention to Fill District Treasurer Vacancy

General Manager Rudock reported on the changes the Board asked for to the Request for Proposal (RFP), advised that staff consulted with Mr. Becker at James Marta & Company, LLC on accounting services and she reviewed the proposed deliverables and key dates.

Director Wheeler inquired about the stipend statement pertaining to serving as Treasurer and an open Board discussion followed.

President Zucca, Directors Warden and Vella commented on the intention to fill the District Treasurer Vacancy and the Board gave staff direction to issue the RFP and vacancy notice.

C. Receive Progress Report from General Manager on Revised MPWD 2019-2020 Strategic Plan

General Manager Rudock provided an update on staff's progress toward the 2019-2020 Strategic Plan.

Director Schmidt asked a question about the Estimated Annual Budget Goal and the development of the records retention policy and management responded. General Manager Rudock acknowledged that Vice President Schmidt mentioned the omission of the shallow aquifers study under Strategic Element #2 – Resource Management, and after a review the report was updated to the revised plan adopted by the Board in February of this year

Director Wheeler requested that the date be amended to reflect July 2020 under priority number 5/6-20 of Strategic Element #5 – Financial Management.

D. Schedule MPWD Strategic Planning Special Meeting in January 2021

General Manager Rudock reported on the date recommendations listed on the staff report provided in the Board packet. The Board discussed the recommendations and direction was given to proceed with the date of Thursday, January 14, 2021 at 6:00PM.

E. Receive Update from General Manager regarding Actions taken During COVID-19 Pandemic, and Consider Resolution 2020-32 Authorizing an Extension through January 28, 2021 of the General Manager's Authority to take Necessary Actions for Continued Operations of the MPWD due to the COVID-19 Declared Emergency

General Manager Rudock stated that she had nothing to add to her written report.

President Zucca moved to approve Resolution 2020-32 Authorizing an Extension through January 28, 2021 of the General Manager's Authority to take Necessary Actions for Continued Operations of the MPWD due to the COVID-19 Declared Emergency. Director Vella seconded. Roll call vote was taken and it was unanimously approved.

8. MANAGER'S AND BOARD REPORTS

A. General Manager's Report, including the Quarterly Water Conservation Activities Report, through September 30, 2020, supplemented by:

General Manager Rudock discussed the 2019 Grand Jury Report Recommendations on Cyber Security, which was attached to her report.

Director Warden asked what closed session classification description a Board discussion related to this Grand Jury cyber security topic would fall under and District Counsel Sherman explained the applicable exemption.

1. Administrative Services Manager's Report

Administrative Services Manager Pina reported that funds from the sale of 1513 Folger Dr. were received. She also shared that the balance of the LAIF account changed upon receipt of these funds and reminded Board members to complete their ethics training by their respective designated deadlines.

General Manager Rudock expressed that she will be having a conversation with the Finance Committee soon about the cash reserves account.

2. Operations Manager's Report

Operations Manager Ramirez reported on the El Camino Real Improvements project outreach, valve maintenance, recent water quality issues, new development, water conservation, and the urban water management plan.

Director Schmidt commented on the water quality issues and an open Board discussion followed.

3. District Engineer's Report

District Engineer Pakpour reported on the Dekoven Tanks capital project, adding that a stand-alone building will be constructed that will allow controlled chlorine injections to help address future water quality concerns.

Director Wheeler asked if all existing tanks are already equipped with mixing systems and District Engineer Pakpour confirmed that they are.

B. Financial Reports

1. Month End September 30, 2020

Administrative Services Manager Pina reported on year-to-date revenues and expenses, the debt services ratio and the addition of the actuals through June 30, 2020 and July 1, 2020 through September 30, 2020 columns to the CIP's Budget Report page.

Director Wheeler requested additional clarification as to why the year 2016 continues to be used under column 4 on the CIP Budget Report Page. Staff explained that the title is intentional to maintain consistency when referencing the original round of CIP debt issued.

Director Warden inquired about the new format of the report and staff replied that it was trying to present it in a format that included both the COP- and revenue-funded capital projects, as requested by the board.

2. Development Revenues Compared to MPWD CIP and Water Conservation Program Expenditures through Fiscal Year End June 30, 2020

General Manager Rudock reminded the Board that this report was created and is provided to recognize fees collected and expenditures for transparency purposes.

President Zucca requested that staff share this report with the current rate study consultants and General Manager Rudock acknowledged and confirmed this direction.

Director Warden commented on water conservation program expenditures as compared to demand offset fees.

C. Director Reports

Board members commented on the delivered hard copy of the agenda packet and that each item is stapled and that each agenda item report should be started on an odd numbered page.

9. COMMUNICATIONS

General Manager Rudock reported that there will be a slight delay in the Request for Proposals to seek a private placement agent regarding the potential refunding of the COPs due to the municipal finance advisor's recommendations.

202 **10. CLOSED SESSION**

203 The Board recessed into closed session at 8:35PM to discuss one matter:

- 204
- 205 **A. Public Employee Performance Evaluation and Associated Negotiations**
- 206 **Government Code §§54957 and 54957.6**
- 207 **Title: General Manager**
- 208

209 **11. RECONVENE TO OPEN SESSION**

210 The Board came out of closed session at 9:23PM. District Counsel reported that no

211 reportable action had been taken.

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213 **12. ADJOURNMENT**

214 The meeting was adjourned at 9:24PM.

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220 DISTRICT SECRETARY

221 APPROVED:

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226 BOARD PRESIDENT

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Accounts Payable

Checks by Date - Summary by Check Date

User: candyp
Printed: 11/9/2020 11:29 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
101161	DAVIDSON	JOHN T. DAVIDSON OR DBA JRocket77	10/14/2020	5,764.50
101162	HANSONBR	HANSON, BRIDGETT	10/14/2020	10,900.00
101163	LIFTOFFD	LIFTOFF DIGITAL	10/14/2020	150.00
Total for 10/14/2020:				16,814.50
1160	4LEAFINC	4 LEAF, INC.	10/15/2020	5,754.00
1161	HYDROENC	HYDROSCIENCE ENGINEERS INC.	10/15/2020	7,408.00
1162	PAKPOUR	PAKPOUR CONSULTING GROUP, INC	10/15/2020	49,171.31
1163	VALICOOP	VALI COOPER & ASSOCIATES, INC.	10/15/2020	1,980.00
36261	BFIOFCAL	BFI of CALIFORNIA INC. - OX MTN. LA	10/15/2020	3,491.19
36262	CARQUEST	CARQUEST AUTO PARTS	10/15/2020	21.92
36263	CINTS	CINTAS CORPORATION	10/15/2020	593.91
36264	GRANITE	GRANITE ROCK, INC.	10/15/2020	556.30
36265	INTERALL	INTERSTATE ALL BATTERY CENTER	10/15/2020	60.30
36266	MOMADRIE	MONIQUE MADRID	10/15/2020	692.01
36267	RECOLOGY	RECOLOGY SAN MATEO	10/15/2020	718.88
36268	RANDB	ROBERTS & BRUNE CO. INC.	10/15/2020	3,897.29
36269	HUNTKEVI	KEVIN HUNT	10/15/2020	85.25
36270	NGUYENVI	VIET KHOI NGUYEN	10/15/2020	1,318.20
36271	SHREKBUI	SHREK BULDERS, INC.	10/15/2020	143.00
36272	SUNBOXIO	BOXIONG SUN	10/15/2020	143.00
36273	TRANSAM	SAM TRAN	10/15/2020	143.00
36274	VICTORYF	VICTORY FIRE PROTECTION	10/15/2020	143.00
36275	ZHANGJUN	JUN ZHANG	10/15/2020	85.25
101156	CALPERS	CALPERS	10/15/2020	1,081.98
101157	HEALTHEQ	Health Equity	10/15/2020	650.84
101158	ICMACONT	ICMA contributions	10/15/2020	599.64
101159	ADPPAYRL	adp	10/15/2020	40,000.78
101160	ADPPAYRL	adp	10/15/2020	17,815.24
101188	CALPERS	CALPERS	10/15/2020	7,614.27
Total for 10/15/2020:				144,168.56
101187	HEALTHEQ	Health Equity	10/16/2020	59.00
Total for 10/16/2020:				59.00
101199	ACHRETN	ACH Returns	10/19/2020	91.86
101200	ACHRETN	ACH Returns	10/19/2020	395.42
Total for 10/19/2020:				487.28
36276	ATT60197	AT&T 60197	10/21/2020	84.80
36277	CEDBAYAR	CED BAY AREA	10/21/2020	395.43
36278	COMCAST	COMCAST	10/21/2020	626.83

Check No	Vendor No	Vendor Name	Check Date	Check Amount
36279	DEPTMOTR	DEPARTMENT OF MOTOR VEHICLES	10/21/2020	10.00
36280	GSFLOWM	GOLDEN STATE FLOW MEASUREMENT	10/21/2020	5,064.79
36281	GRANITE	GRANITE ROCK, INC.	10/21/2020	626.60
36282	HACHCOMI	HACH COMPANY INC	10/21/2020	6,447.76
36283	HOMEDPC	HOME DEPOT	10/21/2020	362.93
36284	INTERGAS	INTERSTATE GAS SERVICES, INC.	10/21/2020	2,400.00
36285	K119OFCA	K-119 OF CALIFORNIA INC.	10/21/2020	162.98
36286	PACESUPL	PACE SUPPLY CORP	10/21/2020	789.37
36287	PACOFFIC	PACIFIC OFFICE AUTOMATION	10/21/2020	296.83
36288	PG&E	PG&E CFM/PPC DEPT	10/21/2020	7,959.37
36289	RMORGAN	RAY MORGAN COMPANY	10/21/2020	281.11
36290	RANDB	ROBERTS & BRUNE CO. INC.	10/21/2020	2,185.04
36291	SCHMIDTB	BRIAN SCHMIDT	10/21/2020	235.06
36292	STANDINS	STANDARD INSURANCE COMPANY	10/21/2020	1,222.82
36293	VALLEYOL	VALLEY OIL COMPANY	10/21/2020	1,278.38
101170	AIRGAS	AIRGAS, LLC	10/21/2020	167.20
101171	DFS	DOCUMENT FULFILLMENT SERVICES	10/21/2020	173.05
101172	SCOTSMAN	WILLIAMS SCOTSMAN	10/21/2020	583.16
101173	SFPUCWAT	SFPUC WATER QUALITY	10/21/2020	4,705.00
Total for 10/21/2020:				36,058.51
101164	CALPERS	CALPERS	10/23/2020	4,126.27
101165	CALPERS	CALPERS	10/23/2020	372.75
101166	ICMACONT	ICMA contributions	10/23/2020	2,834.62
101167	HEALTHEQ	Health Equity	10/23/2020	242.00
101168	ADPPAYRL	adp	10/23/2020	19,611.32
101169	ADPPAYRL	adp	10/23/2020	7,705.12
Total for 10/23/2020:				34,892.08
36294	APEXSOLR	APEX SOLAR POWER INC.	10/29/2020	500.00
36295	ATT60197	AT&T 60197	10/29/2020	858.37
36296	BAYARPAV	BAY AREA PAVING CO. INC.	10/29/2020	5,900.00
36297	BAWSCA	BAY AREA WATER SUPPLY & CONSER	10/29/2020	1,770.93
36298	CARQUEST	CARQUEST AUTO PARTS	10/29/2020	20.47
36299	CINTS	CINTAS CORPORATION	10/29/2020	546.84
36300	COASTCOU	COAST COUNTIES TRUCK & EQUIPMI	10/29/2020	17.08
36301	COMCASTB	COMCAST BUSINESS	10/29/2020	637.70
36302	FARCORRC	FARWEST CORROSION CONTROL COI	10/29/2020	1,134.09
36303	GRAINGER	GRAINGER	10/29/2020	581.91
36304	GRANITE	GRANITE ROCK, INC.	10/29/2020	195.14
36305	HASSETTH	HASSETT HARDWARE	10/29/2020	210.99
36306	HFHCONLT	HF & F CONSULTANTS, LLC	10/29/2020	11,272.50
36307	HOMEDPC	HOME DEPOT	10/29/2020	608.80
36308	M&MBACK	M&M BACKFLOW & METER MAINTEN	10/29/2020	3,730.42
36309	OFFICEDE	OFFICE DEPOT, INC.	10/29/2020	529.04
36310	OPERTech	OPERATIONAL TECHNICAL SERVICES	10/29/2020	5,019.20
36311	OREILLYA	OREILLY AUTO PARTS, INC.	10/29/2020	42.16
36312	RANDB	ROBERTS & BRUNE CO. INC.	10/29/2020	10,634.50
36313	PACWEST	SONITROL / PACIFIC WEST SECURITY	10/29/2020	195.00
36314	STEPFORD	STEPFORD BUSINESS, INC.	10/29/2020	1,400.00
36315	TMOBILE	T-MOBILE	10/29/2020	31.40
36316	VERIZON	VERIZON WIRELESS	10/29/2020	785.12
101189	AIRGAS	AIRGAS, LLC	10/29/2020	127.58
101190	SPRIHOLD	SPRINGBROOK HOLDING COMPANY I	10/29/2020	3,717.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Total for 10/29/2020:	50,466.24
101174	calpers	CALPERS	10/30/2020	1,081.98
101175	calpers	CALPERS	10/30/2020	7,604.26
101176	HEALTHEQ	Health Equity	10/30/2020	550.84
101177	ICMACONT	ICMA contributions	10/30/2020	599.64
101178	ADPPAYRL	adp	10/30/2020	38,376.13
101179	ADPPAYRL	adp	10/30/2020	17,726.13
101197	WFBUSCAR	WELLS FARGO -GM	10/30/2020	3,499.38
101198	WFBUSRR	WELLS FARGO-OM	10/30/2020	660.10
			Total for 10/30/2020:	70,098.46
36317	UB*00502	A B W CONSTRUCTION, INC.	11/05/2020	25.93
36318	UB*00507	NATHAN BOWEN	11/05/2020	25.00
36319	UB*00513	BUCCANEER DEMOLITION	11/05/2020	2,324.08
36320	UB*00506	YURIDIA CAIRE	11/05/2020	11.67
36321	UB*00494	CASEY CONSTRUCTION, INC.	11/05/2020	2,258.44
36322	UB*00508	COLTER CEDERLOF	11/05/2020	65.79
36323	UB*00517	RANJINI CHATTERJEE	11/05/2020	144.86
36324	UB*00491	CAROLINE COFFEY	11/05/2020	39.72
36325	UB*00510	ALEXANDER DING	11/05/2020	25.00
36326	UB*00503	JOSEPH GOMEZ	11/05/2020	21.27
36327	UB*00499	JUDITH GREIG	11/05/2020	114.79
36328	UB*00516	BALJIT JOHAL	11/05/2020	231.56
36329	UB*00512	BENJAMIN KNELMAN	11/05/2020	33.86
36330	UB*00504	YUN LAN	11/05/2020	74.48
36331	UB*00490	MARCO LENOCI	11/05/2020	9.55
36332	UB*00515	JUNJI MA	11/05/2020	25.00
36333	UB*00495	VANITA MENG	11/05/2020	29.19
36334	UB*00492	ROBIN MURPHY	11/05/2020	17.53
36335	UB*00505	ANA PAYE	11/05/2020	25.00
36336	UB*00493	SESHADHRI RAJAN	11/05/2020	19.33
36337	UB*00511	SC PROPERITIES	11/05/2020	115.20
36338	UB*00498	PHILLIP & SHANNON HUTH	11/05/2020	25.00
36339	UB*00501	VIJAY SHRAVAH	11/05/2020	11.00
36340	UB*00514	MILES SIMPSON	11/05/2020	122.23
36341	UB*00497	LISA TOY	11/05/2020	224.58
36342	UB*00509	XUETING WANG	11/05/2020	57.10
36343	UB*00496	DUSTAN WEAVER	11/05/2020	27.80
36344	UB*00500	WHITLEY PROPERTY MANAGEMENT	11/05/2020	53.87
36345	ATT60197	AT&T 60197	11/05/2020	44.54
36346	CALSYST	CALCON SYSTEMS	11/05/2020	2,809.73
36347	HASSETTH	HASSETT HARDWARE	11/05/2020	78.89
36348	HOMEDEPC	HOME DEPOT	11/05/2020	432.09
36349	MNGWATEF	MANAGewater CONSULTING, INC	11/05/2020	5,795.00
36350	PACOFFIC	PACIFIC OFFICE AUTOMATION	11/05/2020	113.72
36351	PG&E	PG&E CFM/PPC DEPT	11/05/2020	18,472.21
36352	RMORGAN	RAY MORGAN COMPANY	11/05/2020	2,200.44
36353	TIMBERLI	TIMBERLINE TREE SERVICE, INC.	11/05/2020	825.00
36354	DIGSAFE	USA NORTH 811	11/05/2020	2,079.20
36355	VANGUARE	VANGUARD CLEANING SYSTEMS, INC	11/05/2020	385.00
101201	DFS	DOCUMENT FULFILLMENT SERVICES	11/05/2020	2,445.77
101202	EHWACHS	E.H. WACHS	11/05/2020	270.11
101203	EUROFINS	EUROFINS EATON ANALYTICAL, LLC	11/05/2020	690.00
101204	JAMESMAR	JAMES MARTA & COMPANY	11/05/2020	3,700.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
101205	PAKPOUR	PAKPOUR CONSULTING GROUP, INC	11/05/2020	12,987.91
101206	SFWATER	SAN FRANCISCO WATER DEPT	11/05/2020	542,423.80
Total for 11/5/2020:				601,912.24
101191	calpers	CALPERS	11/06/2020	4,123.65
101192	calpers	CALPERS	11/06/2020	372.75
101193	HEALTHEQ	Health Equity	11/06/2020	242.00
101194	ICMACONT	ICMA contributions	11/06/2020	8,774.64
101195	ADPPAYRL	adp	11/06/2020	18,104.90
101196	ADPPAYRL	adp	11/06/2020	7,408.00
Total for 11/6/2020:				39,025.94
Report Total (143 checks):				993,982.81



AGENDA ITEM NO. 5.C.

DATE: November 18, 2020

TO: Board of Directors

FROM: Rene A. Ramirez, Operations Manager
Joubin Pakpour, P.E., District Engineer

SUBJECT: APPROVE RESOLUTION 2020-36 AUTHORIZING AWARD OF CONSTRUCTION CONTRACT TO MITCHELL ENGINEERING FOR CONSTRUCTION OF THE EL CAMINO REAL WATER MAIN REPLACEMENT PROJECT (#06-1621-CP) IN THE AMOUNT OF \$2,113,072, PLUS A 10% CONTINGENCY IN THE AMOUNT OF \$211,000, FOR A TOTAL PROJECT BUDGET OF \$2,324,072

RECOMMENDATION

Approve Resolution 2020-36.

FISCAL IMPACT

Original 2020 CIP Construction Estimate (#15-76)	\$2,522,500
2020 Engineer's Estimate	\$2,103,880
Lowest Responsible Bid	\$2,113,072
Plus 10% Contingency	<u>\$ 211,000</u>
Total Project Budget	\$2,324,072

Staff will be recommending construction management and inspection services for this construction project to be provided by TRC Engineers, Inc. in a Board Agenda item to follow. The pipeline's construction will have a 180-day construction window. Funding for the entire cost of this project is budgeted and will come from the 2016 Certificates of Participation (COP).

DISCUSSION

The El Camino Real Water Main Replacement Project, capital project 06-1621-CP, proposes to replace approximately 3,500 lineal feet of aging 8-inch cast iron pipe with 8-inch wrapped ductile iron pipe starting at Ruth Avenue and ending at Middle Road. The

project also proposes to abandon approximately 300 lineal feet of aging 8-inch cast iron pipe under the sidewalk between Emmett Avenue and Waltermire Street (in front of the Safeway Plaza), which has been found to be a liability and not necessary for the water system. This is the first of three large stand alone capital projects that was designed by an outside consultant, HydroScience Engineers; to be managed and inspected by an outside consultant, staff will be recommending TRC Engineers, Inc.; and that had a substantial outreach program.

The form of the contract for Mitchell Engineering of San Francisco, CA to construct the pipeline is the same form that has been used now for several capital construction projects.

District Engineer, Joubin Pakpour, P.E., will lead the discussion for this project. His detailed report of the bids is attached.

Attachments: Resolution 2020-36
Contract for Construction for CIP 06-1621-CP
Pakpour Consulting Group, Inc., Recommendation of Award dated November 10, 2020

BOARD ACTION: APPROVED:____ DENIED:____ POSTPONED:____ STAFF DIRECTION:____
UNANIMOUS____ ZUCCA____ SCHMIDT____ WHEELER____ WARDEN____ VELLA____

RESOLUTION NO. 2020-36

**AUTHORIZING AWARD OF CONSTRUCTION CONTRACT
TO MITCHELL ENGINEERING FOR CONSTRUCTION OF THE EL CAMINO
REAL WATER MAIN REPLACEMENT PROJECT (#06-1621-CP), IN THE
AMOUNT OF \$2,113,072, PLUS A 10% CONTINGENCY IN THE AMOUNT OF
\$211,000, FOR A TOTAL PROJECT BUDGET OF \$2,324,072**

* * *

MID-PENINSULA WATER DISTRICT

WHEREAS, the District solicited competitive bids for the El Camino Real Water Main Replacement Project, #06-1621-CP; and

WHEREAS, in response to the District's solicitation, seven (7) construction firms submitted bids; and

WHEREAS, based on review of these bids by the District Engineer, District staff, and District Counsel, staff recommends that a contract be awarded to MITCHELL ENGINEERING whose bid meets all the requirements of the specification documents and has been determined to be the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Mid-Peninsula Water District hereby:

1. Awards a contract for construction of the El Camino Real Water Main Replacement Project, #06-1621-CP, to MITCHELL ENGINEERING, in the amount of \$2,113,072; and
2. Authorizes a 10% project contingency in the amount of \$211,000 for a total project budget of \$2,324,072; and

3. Authorizes the General Manager to execute a contract on behalf of the District with MITCHELL ENGINEERING, in full conformity with the terms and conditions of this Resolution, the bid and the specification documents.

REGULARLY PASSED AND ADOPTED this 18th day of November 2020, by the following vote.

AYES:

NOES:

ABSTENTIONS:

ABSENCES:

Board President

ATTEST:

Board Secretary



Pakpour Consulting Group, Inc.

November 10, 2020

10012.23

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

**Subject: El Camino Real Improvements Project 15-76
Bid Results and Award Recommendation
Mid-Peninsula Water District (MPWD)**

Dear Board Members,

The Mid-Peninsula Water District (District) held a bid opening on October 22, 2020 at 2:00 pm for the El Camino Real Improvements project (Capitol Improvement Project Number 15-76). The District received seven bids out of eleven prospective eligible bidders. They are listed in ascending order based on the lowest total bid price:

	<u>Bidders</u>	<u>Total Bid Price</u>
1	Mitchell Engineering	\$ 2,113,072.00
2	Ranger Pipelines, Inc.	\$ 2,286,340.00
3	Basset Engineering	\$ 2,385,990.00
4	Cratus, Inc.	\$ 2,439,950.00
5	JMB Construction, Inc.	\$ 2,663,269.00
6	McGuire and Hester	\$ 3,189,804.00
7	Stoloski & Gonzalez, Inc.	\$ 3,324,611.00
	Engineer's Estimate	\$ 2,103,880.00

The apparent low bidder for the project is Mitchell Engineering (ME) with a bid of \$2,113,072.00, which is \$9,192.00 (0.4%) higher than the Engineer's Estimate. We reviewed ME's bid documents and found them in conformance with the project's minimum qualifications. We contacted several listed references at the City and County of San Francisco Public Works Department, SFPUC



(San Francisco Public Utilities Commission), SFMTA (San Francisco Municipal Transportation Agency), and Town of Corte Madera and received non-negative feedback.

Comparison of 2020 CIP Budget vs Bids Received (Actual)

Original 2020 CIP Construction Estimate: (15-76)	\$ 2,522,500.00
2020 Engineers Estimate:	\$ 2,103,880.00
ME's Total Bid Price:	\$ 2,113,072.00

ME's total bid is \$409,428.00 (16.2%) lower than the original 2020 CIP budget.

Over the recent years, we have observed yearly increases close to 20% with one or two bidding contractors and in some cases no bidders at all. The timing and the interest of this project is a change from previous years related to the project size and unpredictable impacts to the bidding climate associated with the County's Covid-19 Shelter-In-Place requirements. The District got a wide selection of contractors around the Bay Area from San Francisco to South San Francisco, and from Half Moon Bay to Alameda. This could be a sign of change in the current economic climate and possibly a downward turn of available private development projects leading to lower bid prices on future projects.

Bid Analysis

Enclosed please find the Bid Analysis and Bid Checklist for bids received on October 22, 2020 with the cost breakdown for each contractor's bid items and a checklist of the bid documents.

ME has been in business for over 22 years with experience in construction work similar to this project. ME has successfully completed water main related projects with the City and County of San Francisco Public Works Department, SFPUC, and SFMTA. ME has experience with the installation of ductile iron pipe and has installed several thousand feet over various contracts with the City and County of San Francisco and SFPUC on numerous projects from 2017 to 2020. In speaking with the various references, all had non-negative feedback for the installation of ductile iron, polyvinyl chloride (PVC), and welded steel pipe water main projects.



Based on our analysis, we recommend the Board of Directors authorize contract award to Mitchell Engineering in the amount of **\$2,113,072.00** as the lowest, responsive and responsible bidder.

Very truly yours,

Pakpour Consulting Group, Inc.



Joubin Pakpour, P.E.
District Engineer

Enclosures: Bid Analysis October 22, 2020 Bid Opening (1 page)
Bid Checklist October 22, 2020 Bid Opening (1 page)

Note to Contractors:

This staff recommendation will be presented to the Board of Directors at the MPWD Board Meeting to be held on Wednesday, November 18, 2020.

Pursuant to General Provision G3.08, any protest of the staff recommendation for award of contract must be submitted within 48 hours of your receipt of this letter (i.e. by Thursday, November 12, 2020 at 5:00 PM).

cc: Tammy Rudock, Mid-Peninsula Water District, via email tammyr@midpeninsulawater.org
Rene Ramirez, Mid-Peninsula Water District, via email RRamirez@midpeninsulawater.org
Michael Anderson, Mid-Peninsula Water District, via email MikeA@midpeninsulawater.org
Scott Tilley, Mitchell Engineering, via email stilleym@mitchell-engineering.com
Gavin McElhinney, Ranger Pipelines, Inc., via email gavin@rangerpipelines.com
Shane McCarthy, Basset Engineering, via email bassetengineering@gmail.com
Sue Yildirim, Cratus, Inc., via email Estimating@cratusinc.com
Dana Wilkins, JMB Construction, Inc., via email dwilkins@jmbconstruction.com
Rami Suleiman, McGuire and Hester, via email estimating@mcguireandhester.com
Mark Stoloski, Stoloski and Gonzalez, Inc., via email mstoloski@stoloskiqgonzalez.com

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BID ANALYSIS

Mid-Peninsula Water District

El Camino Real Improvements Project 15-76

October 22, 2020 2:00 PM Bid Opening

Bid Item No.	Item	QTY.	UNIT	Engineer's Estimate HydroScience \$2,103,880.00		Mitchell Engineering \$2,113,072.00		Ranger Pipelines, Inc. \$2,286,340.00		Basset Engineering \$2,385,990.00		Cratus, Inc. \$2,439, 950.00		JMB Construction, Inc. \$2,663,269.00		McGuire and Hester \$3,189,804.00		Stoloski & Gonzalez, Inc. \$3,324,611.00	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 85,000.00	\$ 85,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 11,700.00	\$ 11,700.00	\$ 88,000.00	\$ 88,000.00
2	Traffic and Pedestrian Control	1	LS	\$ 220,000.00	\$ 220,000.00	\$ 119,274.00	\$ 119,274.00	\$ 75,000.00	\$ 75,000.00	\$ 380,000.00	\$ 380,000.00	\$ 80,000.00	\$ 80,000.00	\$ 300,000.00	\$ 300,000.00	\$ 265,000.00	\$ 265,000.00	\$ 82,000.00	\$ 82,000.00
3	Traffic Loops and Traffic Light Coordination	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 8,259.00	\$ 16,518.00	\$ 1,000.00	\$ 2,000.00	\$ 7,500.00	\$ 15,000.00	\$ 3,500.00	\$ 7,000.00	\$ 6,200.00	\$ 12,400.00	\$ 4,780.00	\$ 9,560.00	\$ 3,000.00	\$ 6,000.00
4	Water Pollution Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 14,660.00	\$ 14,660.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 3,970.00	\$ 3,970.00	\$ 4,800.00	\$ 4,800.00
5	Permits	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 10,324.00	\$ 10,324.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,300.00	\$ 5,300.00	\$ 1,800.00	\$ 1,800.00
6	Temporary Water Main	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 154,325.00	\$ 154,325.00	\$ 225,000.00	\$ 225,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 90,000.00	\$ 90,000.00	\$ 213,000.00	\$ 213,000.00	\$ 250,400.00	\$ 250,400.00
7	Street Light Electrical	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 1,548.00	\$ 1,548.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00	\$ 30,100.00	\$ 30,100.00	\$ 1,000.00	\$ 1,000.00
8	Potholing	50	EA	\$ 2,500.00	\$ 125,000.00	\$ 601.00	\$ 30,050.00	\$ 250.00	\$ 12,500.00	\$ 500.00	\$ 25,000.00	\$ 500.00	\$ 25,000.00	\$ 1,150.00	\$ 57,500.00	\$ 1,660.00	\$ 83,000.00	\$ 800.00	\$ 40,000.00
9	8" Tie-Ins to Existing 6" Water Main	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 16,569.00	\$ 16,569.00	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 11,200.00	\$ 11,200.00	\$ 12,000.00	\$ 12,000.00
10	8" Tie-Ins to Existing 8" Water Main	5	EA	\$ 7,000.00	\$ 35,000.00	\$ 5,373.00	\$ 26,865.00	\$ 10,000.00	\$ 50,000.00	\$ 9,500.00	\$ 47,500.00	\$ 10,000.00	\$ 50,000.00	\$ 5,500.00	\$ 27,500.00	\$ 11,300.00	\$ 56,500.00	\$ 13,000.00	\$ 65,000.00
11	10" Tie-In to Existing Water Main	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 30,268.00	\$ 30,268.00	\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 7,500.00	\$ 7,500.00	\$ 13,600.00	\$ 13,600.00	\$ 22,000.00	\$ 22,000.00
12	Abandonment of Existing Gate Valves	14	EA	\$ 4,900.00	\$ 68,600.00	\$ 694.00	\$ 9,716.00	\$ 100.00	\$ 1,400.00	\$ 500.00	\$ 7,000.00	\$ 500.00	\$ 7,000.00	\$ 800.00	\$ 11,200.00	\$ 1,700.00	\$ 23,800.00	\$ 150.00	\$ 2,100.00
13	8" DI Pipe	2799	LF	\$ 220.00	\$ 615,780.00	\$ 275.00	\$ 769,725.00	\$ 390.00	\$ 1,091,610.00	\$ 330.00	\$ 923,670.00	\$ 400.00	\$ 1,119,600.00	\$ 363.00	\$ 1,016,037.00	\$ 466.00	\$ 1,304,334.00	\$ 585.00	\$ 1,637,415.00
14	8" DI Pipe Plus Removal of Existing Pipe	838	LF	\$ 250.00	\$ 209,500.00	\$ 300.00	\$ 251,400.00	\$ 410.00	\$ 343,580.00	\$ 390.00	\$ 326,820.00	\$ 450.00	\$ 377,100.00	\$ 414.00	\$ 346,932.00	\$ 460.00	\$ 385,480.00	\$ 692.00	\$ 579,896.00
15	Abandon Existing Pipe and Fire Hydrants	3	EA	\$ 4,000.00	\$ 12,000.00	\$ 2,553.00	\$ 7,659.00	\$ 1,000.00	\$ 3,000.00	\$ 400.00	\$ 1,200.00	\$ 750.00	\$ 2,250.00	\$ 13,000.00	\$ 39,000.00	\$ 1,880.00	\$ 5,640.00	\$ 1,500.00	\$ 4,500.00
16	8" Gate Valves	21	EA	\$ 4,000.00	\$ 84,000.00	\$ 2,148.00	\$ 45,108.00	\$ 1,500.00	\$ 31,500.00	\$ 1,800.00	\$ 37,800.00	\$ 3,000.00	\$ 63,000.00	\$ 2,200.00	\$ 46,200.00	\$ 2,680.00	\$ 56,280.00	\$ 2,400.00	\$ 50,400.00
17	1" Combination Air Release Valve	5	EA	\$ 8,000.00	\$ 40,000.00	\$ 6,234.00	\$ 31,170.00	\$ 5,000.00	\$ 25,000.00	\$ 2,700.00	\$ 13,500.00	\$ 6,000.00	\$ 30,000.00	\$ 9,000.00	\$ 45,000.00	\$ 14,000.00	\$ 70,000.00	\$ 7,500.00	\$ 37,500.00
18	5/8" and 1" Domestic Service Laterals	15	EA	\$ 6,000.00	\$ 90,000.00	\$ 4,135.00	\$ 62,025.00	\$ 3,500.00	\$ 52,500.00	\$ 4,000.00	\$ 60,000.00	\$ 3,000.00	\$ 45,000.00	\$ 5,800.00	\$ 87,000.00	\$ 8,100.00	\$ 121,500.00	\$ 6,320.00	\$ 94,800.00
19	Service for 311 El Camino Real	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 20,299.00	\$ 20,299.00	\$ 29,750.00	\$ 29,750.00	\$ 4,200.00	\$ 4,200.00	\$ 5,000.00	\$ 5,000.00	\$ 24,000.00	\$ 24,000.00	\$ 23,300.00	\$ 23,300.00	\$ 18,000.00	\$ 18,000.00
20	1-1/2" and 2" Domestic Service Laterals	9	EA	\$ 8,000.00	\$ 72,000.00	\$ 9,720.00	\$ 87,480.00	\$ 4,000.00	\$ 36,000.00	\$ 3,100.00	\$ 27,900.00	\$ 5,000.00	\$ 45,000.00	\$ 8,000.00	\$ 72,000.00	\$ 10,800.00	\$ 97,200.00	\$ 5,800.00	\$ 52,200.00
21	6" Domestic Service Laterals	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 13,034.00	\$ 13,034.00	\$ 18,000.00	\$ 18,000.00	\$ 4,200.00	\$ 4,200.00	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$ 16,200.00	\$ 16,200.00	\$ 5,500.00	\$ 5,500.00
22	4" Fire Service Laterals	3	EA	\$ 8,000.00	\$ 24,000.00	\$ 16,798.00	\$ 50,394.00	\$ 9,000.00	\$ 27,000.00	\$ 8,700.00	\$ 26,100.00	\$ 8,000.00	\$ 24,000.00	\$ 14,500.00	\$ 43,500.00	\$ 23,900.00	\$ 71,700.00	\$ 8,900.00	\$ 26,700.00
23	6" Fire Service Laterals	3	EA	\$ 9,000.00	\$ 27,000.00	\$ 18,246.00	\$ 54,738.00	\$ 6,000.00	\$ 18,000.00	\$ 11,700.00	\$ 35,100.00	\$ 10,000.00	\$ 30,000.00	\$ 15,500.00	\$ 46,500.00	\$ 27,700.00	\$ 83,100.00	\$ 9,500.00	\$ 28,500.00
24	6" Fire Hydrants	10	EA	\$ 10,000.00	\$ 100,000.00	\$ 10,508.00	\$ 105,080.00	\$ 8,500.00	\$ 85,000.00	\$ 7,600.00	\$ 76,000.00	\$ 12,000.00	\$ 120,000.00	\$ 14,500.00	\$ 145,000.00	\$ 14,500.00	\$ 145,000.00	\$ 12,500.00	\$ 125,000.00
25	Fire Hydrant Retaining Wall	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 7,503.00	\$ 7,503.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 9,340.00	\$ 9,340.00	\$ 3,100.00	\$ 3,100.00
26	Bus Pads	2	EA	\$ 40,000.00	\$ 80,000.00	\$ 38,670.00	\$ 77,340.00	\$ 20,000.00	\$ 40,000.00	\$ 45,000.00	\$ 90,000.00	\$ 50,000.00	\$ 100,000.00	\$ 43,000.00	\$ 86,000.00	\$ 37,000.00	\$ 74,000.00	\$ 43,000.00	\$ 86,000.00
TOTAL					\$ 2,103,880.00		\$ 2,113,072.00		\$ 2,286,340.00		\$ 2,385,990.00		\$ 2,439,950.00		\$ 2,663,269.00		\$ 3,189,804.00		\$ 3,324,611.00

BID-CHECKLIST
Mid-Peninsula Water District
El Camino Real Improvements Project 15-76
October 22, 2020 2:00 PM Bid Opening

Item No.	Item	Mitchell Engineering	Ranger Pipelines, Inc.	Basset Engineering	Cratus, Inc.	JMB Construction, Inc.	McGuire and Hester	Stoloski & Gonzalez, Inc.
1	Proposal Execution (B-12 thru B-14)	√	√	√	√	√	√	√
2	Addendum No. 1 Acknowledgement (B-10) with attachment	√	√	√	√	√	√	√
3	Addendum No. 2 Acknowledgement (B-10) with attachment	√	√	√	√	√	√	√
4	Addendum No. 3 Acknowledgement (B-10) with attachment	√	√	√	√	√	√	√
5	Bid Schedule Form (Revised October 2020 Addendum No. 2) (B-15 thru B-16)	√	√	√	√	√	√	√
6	List of Subcontractors (B-17)	√	√	√	√	√	√	√
7	Non-Collusion Declaration (B-19)	√	√	√	√	√	√	√
8	Bidders Bond (B-21) or Bid Security Form (B-23)	√	√	√	√	√	√	√
9	Statement of Qualifications (B-25 thru B-33)	√	Not Complete	Not Complete	√	√	Not Complete	√

Total Bid Price	\$2,113,072.00	\$2,286,340.00	\$2,385,990.00	\$2,439,950.00	\$2,663,269.00	\$3,189,804.00	\$3,324,611.00
Ascending Order #	1	2	3	4	5	6	7
Engineer's Estimate	\$2,103,880.00						

CONTRACT

THIS CONTRACT is made and entered into as of this ____ day of _____, 20__, by and between the **MID-PENINSULA WATER DISTRICT**, hereinafter called the "Owner" or "District" and _____, hereinafter collectively called the "Contractor."

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform all the work and furnish all the labor, materials, tools, equipment, machinery, services, transportation, incidentals and appurtenances required to complete the construction and installation of the work in accordance with the plans and specifications approved by the District entitled: **SR101 CROSSING AT PALO ALTO MEDICAL FOUNDATION (PAMF) WATER MAIN IMPROVEMENTS PHASE 1**, dated **May 2020**, and which are appended hereto and made part of this agreement.

2. **BEGINNING OF WORK AND CONTRACT TIME OF COMPLETION.** After the Contract has been executed by the Owner, the Contractor shall begin work within five (5) working days from the effective date of the Notice to Proceed, issued by Owner, and shall complete all items required under this Contract within **thirty (30) working days from the effective date of the Notice to Proceed.**

3. **CONTRACT PRICE.** In consideration of the performance of the work as set forth in the Contract Documents, the Owner agrees to pay to the Contractor the amounts set forth in the Contractor's Proposal dated _____ 20__, as it may be hereafter adjusted in accordance with the Contract Documents, and to make such payments in the manner and at the times provided in the Contract Documents. The Contractor agrees to complete the work within the time specified herein and to accept as full payment the amounts provided for herein.

4. **COMPONENTS OF CONTRACT.** This Contract shall consist of the following documents each of which is on file in the Owner's office and all of which are hereby referred to and by this reference made a part hereof as fully and completely as if they were fully set forth herein:

- a) This Contract
- b) Notice Inviting Sealed Bids
- c) The Contractor's signed Proposal
- d) General Provisions
- e) Special Provisions (including permits)
- f) Technical Specifications
- g) Contract Drawings
- h) Addenda (if any)
- i) Contract Bonds
- j) Standard Specifications

The Contract will also include Contract Change Orders, if any, issued by the Owner as provided in the Contract Documents. The Contract represents the entire integrated agreement between the parties hereto and supersedes prior negotiations, agreements or representations, whether

written or oral, except representations contained in the Contractor's Qualifications Statement submitted prior to the award of Contract, if one was required. In the event of a conflict or inconsistency between Contractor's Proposal and this Contract, this Contract shall prevail.

5. **WORKERS' COMPENSATION CERTIFICATION.** By its signature hereunder, the Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the work of this Contract.

6. **NOTICES.** Any notices required or permitted under this Contract may be given by personal delivery to an authorized representative of the recipient or by certified or registered United States mail. In the case of the Contractor, notices shall be addressed to the business address specified in its Proposal. In the case of the Owner, notices shall be addressed to:

**Mid-Peninsula Water District
3 Dairy Lane
Belmont, CA 94002
Attn: Tammy Rudock**

A copy of any notices to the Owner shall also be concurrently mailed or delivered personally to the District Engineer.

Notice shall be presumed to be received three (3) business days after deposit in the mail, postage prepaid, or upon the date of delivery, if personally given.

7. **GOVERNING LAW.** This Contract is executed and shall be performed in San Mateo County, California. It shall be governed by and construed in accordance with the laws of the State of California.

8. **RECORDS.** Owner representatives shall have the right to review and inspect any records of the Contractor related to this Contract during normal business hours at the location where such records are maintained.

9. **LEGAL ACTIONS; AGENT FOR SERVICE OF PROCESS.** Any action relating to this Contract, including all disputes between the parties, shall be instituted and prosecuted in a court of competent jurisdiction in San Mateo County in the State of California.

Each party hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action.

Mid-Peninsula Water District

3 Dairy Lane
Belmont, CA 94002
(650) 591-8941

Name of Individual Agent for
Service of Process

CONTRACTOR:

Name of Individual Agent for
Service of Process

Street Address

Owner, State, Zip Code

Telephone

IN WITNESS WHEREOF, the parties hereto have signed this Contract as of the day and year first above written.

MID-PENINSULA WATER DISTRICT:

CONTRACTOR:

BY: _____
General Manager

Name Under Which Business is Conducted

ATTEST: _____
District Secretary

BY: Name: _____

Title: _____
(President or Vice President)

APPROVED AS TO FORM:

California Contractor License No.:

Attorney for the District

Expiration Date: _____

Business Address:

Note: Format for Contract execution by Contractor will be adapted for a sole owner, partnership, corporation or joint venture, as appropriate.



AGENDA ITEM NO. 5.D.

DATE: November 18, 2020
TO: Board of Directors
FROM: Rene A. Ramirez, Operations Manager

SUBJECT: APPROVE RESOLUTION 2020-37 AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH TRC ENGINEERS, INC. IN THE AMOUNT OF \$345,000 FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES RELATED TO THE EL CAMINO REAL WATER MAIN REPLACEMENT CAPITAL PROJECT (CIP 06-1621-CP) AND PROVIDE A CONTINGENCY OF 10% OR \$34,500, FOR A TOTAL OF \$379,500

RECOMMENDATION:

Adopt Resolution 2020-37.

FISCAL IMPACT:

As the El Camino Real Water Main Replacement Project goes to construction staff is recommending a professional services agreement for Construction Management and Construction Inspection with TRC Engineers, Inc. (TRC) in the amount of \$345,000 (see attached scope cover letter dated November 2, 2020), and staff is recommending a 10% contingency, or \$34,500, for a total amount not to exceed \$379,500.

These costs are to be paid from the 2016 Certificates of Participation (COP) proceeds.

DISCUSSION:

TRC Engineers, Inc. (formerly Vali Cooper & Associates) was the firm selected in 2018 to provide construction management and inspection services for this capital project, the first of three (3) significant capital projects with outside construction management and inspection services.

The original professional services agreement with Vali Cooper & Associates was executed on July 2, 2018 in the amount of \$18,360 under the General Manager's signature authority for pre-construction constructability review services only. Vali Cooper & Associates was bought out in mid-2019 by TRC.

The District's El Camino Real Water Main Replacement Project, capital project 06-1621-CP, is the first of several large capital projects where a consulting firm with construction management capabilities is being used. This capital project replaces some 3,500 lineal feet of aging 8-inch cast iron water pipe along El Camino Real (SR82) from Ruth Avenue to Middle Road and abandons a block of similar pipe in front of the Safeway Plaza. The project has received an encroachment permit from Caltrans. Most of the work will take place during the day, but there is a 1,000-foot section where night work is anticipated to minimize disruption to those businesses.

TRC was selected to provide construction management and inspection services for this project due to their experience working on public infrastructure projects within state right of ways both day and night. Staff supports this effort as the best and most effective way to deliver this capital project. TRC will be the District's representative on site during construction. District staff will provide field support on an as needed basis and be present during construction meetings and process requests for payment authorized by TRC.

TRC's scope of work will cover pre-construction, construction and post construction services and is detailed in their letter dated November 2, 2020. Their proposal estimates 1,652 hours of labor, including 80 hours of night work inspection, other direct costs, and a small sub-consultant fee for hot-mix asphalt testing for trench reconstruction per Caltrans requirements. TRC was not asked to prepare the "as-built" record drawings for this project. TRC will provide red-lined as-built records to the District, so that staff can work through the District Engineer's office to complete the record drawings as a cost savings measure.

The professional services agreement is the form previously prepared by District Counsel and the most current version of the form.

Attachments: Resolution 2020-37
 Scope of Services Letter dated November 2, 2020 from TRC Engineers
 Professional Services Agreement form

BOARD ACTION: APPROVED:_____ DENIED:_____ POSTPONED:_____ STAFF DIRECTION:_____

UNANIMOUS_____ ZUCCA_____ SCHMIDT_____ WHEELER_____ WARDEN_____ VELLA_____

RESOLUTION NO. 2020-37

**AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH TRC ENGINEERS, INC.,
IN THE AMOUNT OF \$345,000 FOR CONSTRUCTION MANAGEMENT AND INSPECTIONS SERVICES
RELATED TO THE EL CAMINO REAL WATER MAIN REPLACEMENT CAPITAL PROJECT (CIP 06-1621-CP)
AND PROVIDE A CONTINGENCY OF 10%, OR \$34,500, FOR A TOTAL OF \$379,500**

*** * ***

MID-PENINSULA WATER DISTRICT

WHEREAS, the Mid-Peninsula Water District (District) entered into a professional services contract with Vali Cooper Associates on July 2, 2018 to provide a constructability review of engineering plans and specifications being developed by consultant HydroScience Engineers on behalf of the District for the El Camino Real Water Main Replacement Project (#15-76), known as capital project 06-1621-CP, along 3,800 lineal feet of El Camino Real (State Route 82) between Ruth Avenue and Middle Road, and a one-block section in front of the Safeway Plaza ; and

WHEREAS, during the initial constructability review period, TRC Engineers, Inc. acquired Vali Cooper Associates in 2019; and

WHEREAS, TRC Engineers, Inc. completed the constructability review and the El Camino Real water main replacement plans were completed and received an encroachment permit from Caltrans for day and night time construction; and

WHEREAS, TRC Engineers, Inc. also supported and joined District staff in an outreach program targeting customers along the construction path, in close proximity of construction, and during a virtual community meeting to inform customers of the upcoming capital project, answer questions customers may have regarding the project, and for customers to be introduced to TRC Engineers, Inc. and District staff who will be present during construction; and

WHEREAS, the District requested TRC Engineers, Inc. provide a scope of services proposal for pre-construction, construction and post-construction construction management and inspection services for the El Camino Real Water Main Replacement Project and negotiated a level of estimated construction management

and inspection services commensurate with anticipated duration of construction within the state right of way during day and night work, including sub-consultant testing for asphalt, totaling some 1,652 hours of work at a cost of \$345,000; and

WHEREAS, staff recommends a ten-percent contingency in the amount of \$34,500 to cover any unforeseen circumstances while working in the state right of way that could extend construction duration.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Mid-Peninsula Water District hereby authorizes a Professional Services Contract with TRC Engineers, Inc. to provide pre-construction, construction and post-construction construction management and inspections services described in their letter dated November 2, 2020 (Exhibit A) totaling \$345,000 and providing a ten-percent contingency of \$34,500 for a total of \$379,500.

REGULARLY PASSED AND ADOPTED this 18th day of November 2020.

AYES:

NOES:

ABSTENTIONS:

ABSENCES:

BOARD PRESIDENT

ATTEST:

BOARD SECRETARY

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of this 18th day of November 2020, by and between MID-PENINSULA WATER DISTRICT, a public agency ("DISTRICT") and TRC Engineers, Inc., a California corporation ("CONSULTANT").

WHEREAS, the DISTRICT desires to obtain professional services in conjunction with the Mid-Peninsula Water District's (MPWD) El Camino Real Project Number 15-76 (MPWD Contract 06-1621-CP), Project; and

WHEREAS, the CONSULTANT is ready, willing and able to furnish such services and has submitted a Proposal dated November 2, 2020, 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 Exhibit A. Otherwise, the terms of this Agreement shall control over any contrary provisions of Exhibit A.

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. CONTRACT AMOUNT

The CONSULTANT shall perform all work set forth in Section 2 of this Agreement for a total sum not to exceed \$345,000.00, 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: Tammy Rudock, General Manager

6. CONSULTANT'S KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that Chris McCarty, 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, designs, drawings, plans, specifications, schedules, 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. Workers' Compensation: 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. Professional Liability Insurance: 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
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If to the CONSULTANT:	TRC Engineers, Inc. 1850 Gateway Blvd., Suite 1000 Concord, CA 94520 ATTENTION: Rany Chek
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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. ATTORNEY'S COSTS

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. ENTIRE AGREEMENT; MODIFICATION. 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:

MID-PENINSULA WATER DISTRICT

By: _____

Name: _____

Title: _____

CONSULTANT:

TRC ENGINEERS, INC.

By: _____

Name: Rany Chek

Title: Vice President - Regional Manager____

By: _____

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.



1850 Gateway Blvd.
Suite 1000
Concord, CA 94520

T 510.446.8301
TRCcompanies.com

November 2, 2020

Mid-Peninsula Water District
3 Dairy Lane
Belmont, CA 94002
Attn: Mr. Rene Ramirez

Subject: Proposal, Scope of Work, and Estimate for Provision of Preconstruction Support, Construction Management, and Post Construction Closeout Services for the Mid-Peninsula Water District's (MPWD) El Camino Real Project Number 15-76 (MPWD Contract 06-1621-CP)

Mr. Ramirez,

TRC Engineers, Inc. (TRC) is pleased for the opportunity to work with you and District's Team to provide preconstruction support, construction management, and post construction closeout services for the Mid-Peninsula Water District's (MPWD) El Camino Real Project Number 15-76 (MPWD Contract 06-1621-CP).

Based on our discussions, this proposal, Scope of work, and estimate, provides a description of the final designed project, our proposed scope of services, and fee estimate to continue our professional services, to include pre-construction, construction management, and project closeout phases of the El Camino Real Water Line Replacement Project.

Proposed Budget Summary

Preconstruction Services	\$ 14,636.30
Construction Management Services	\$305,649.68
Post Construction Closeout Services	\$ 16,471.76
<u>Other Direct Costs</u>	<u>\$ 8,476.00</u>
Estimated Total	\$354,133.74

For the proposed scope of services provided below, the attached project staffing, and anticipated construction management schedule, we estimate a not to exceed project budget of **\$345,133.74**, be provided for our services.

Project Schedule and Description

Over an estimated, 180 contractor working day schedule, the El Camino Real Improvements Project, replaces a section of the District's aging water supply system, as part of the Comprehensive System Analysis and Capital Improvement Program FY 2016-2017 Update. Our

estimate includes the anticipated contractor alternative, for adding a second crew, for an estimated 2 weeks of nightwork, at the end of March and beginning of April. An actual contractor schedule was not available to us to prepare this proposal.

It consists of replacing approximately 3,600 linear feet of 8-inch aging and leaking cast iron (CI) water main with 8-inch ductile iron (DI) along El Camino Real between Ruth Avenue and Middle Road. The project includes installation of pipes, fittings, gate valves, fire hydrants, copper service laterals, and reconnection of fire and domestic services to the new water main. The project includes the use of temporary water supply during construction, retaining service to the El Camino Real community and allowing local businesses to remain in operation.

Scope of Services

TRC staff will perform work as shown in the schedule and estimate attached to this letter request. Our RE will manage the scope of work under my oversight as the contract manager. The following summarizes our proposed scope of services for this project.

Task 1 Pre-Construction Services (52 hours, \$14,636.30)

- Conduct a project review meeting with the District to document project responsibilities, lines of authority, and documentation protocol.
- Set up project control and documentation system. Although we are adaptable to several formats, we recommend using our internal “One-Drive” cloud-based system for efficient project collaboration and real time information, available to all authorized parties.
- Conduct a coordination meeting with the local agencies and Caltrans.
- Review the contract plans and specifications and advise the District of any conflicts.
- Plan, schedule, and conduct pre-construction conference. Include the contractor, District and permitting agencies.
- Provide photo/video documentation of the project, including adjacent residences or businesses

Task 2 Construction Services (1,468 hours, \$305,649.68)

- Continue to develop, log, and provide the project control system, including, but not limited to RFI's; submittals; meeting documentation; correspondences; materials certification and testing; pay estimates and quantities; change orders and all backup, diaries, and photographic records; stormwater and surveys; monthly progress reports complete with budget status of both the construction manager's and construction contractor's budgets and potential risk issues; contractor's schedule updates and 3-week look ahead schedules; potential claims mitigation and claims management; final records and payments.
- Project coordination, including weekly progress meetings; bi-weekly District/Caltrans

- coordination meetings; other meetings, as needed, to maintain costs and schedule.
- Contractor's schedule monitoring for conformance with the specifications, logic, task definition and duration, critical activities, float, submittal review, and material procurement. Review monthly updates, including schedule, variance reports, cash flow reports, and material status reports. Schedule and participate in meetings with the contractor to resolve disputes. Review, analyze, and respond to all requests for extensions of contract time.
- Document unanticipated field conditions. Submit remedial recommendations, which include considerations of time and budget impacts, possible compensable delays, and possible mitigations.
- Maintain a daily log of the contractor's and subcontractors' construction activities, including meetings, progress, manpower, equipment, weather, delays, and material deliveries.
- Coordinate with all necessary regulatory agencies and monitor the contractor's compliance with stormwater management and BMP's.
- Verify the contractor's requests for extra work, change orders, and claims. Negotiate and prepare change orders and supporting documentation, including analysis of schedule and budget impacts, and submit to the District.
- Monitor and verify the contractor's preparation of as-built drawings. Maintain a CM set of redlined as-builts to be sent to the District at the end of project for production of record drawings.
- Assist the District by reviewing and processing the contractor's invoices, including recommendations on progress payments. This includes reviewing and resolving any discrepancies/disputes regarding the contractor's invoices with the contractor and inspection team.
- Comply with documentation format required by the Local Assistance Procedures Manual or as required by the District.
- Maintain an up-to-date set of plans and specifications based on any revisions.
- Coordinate and provide as necessary independent QA materials testing of Hot Mix Asphalt.
- Labor compliance and surveys to be provided by others. These services can be provided upon request. Review all requests and assist as needed to maximize efficiencies (i.e. perform labor compliance interviews).
- Assume construction management staff will be able to utilize a District facility for project documentation and control to minimize travel costs to/from TRC's office in Concord, eliminate reproduction costs, and provide for storage of project records.
- Perform punch list walkthrough with the District and others as locations are completed. Document all punch list work complete to the District's satisfaction and recommend final acceptance.
- Assist the District with its website updates and public relations management.

Task 3 Post-Construction Services (92 hours, \$16,471.76)

- Review the contractor's proposed final estimate. Hold meetings, as needed, and make recommendations for resolution of disputed items. Continue to final estimate completion and retention release.
- Deliver red-lined as-built records to the District and discuss as needed. District to complete record drawings.
- Finalize all documentation, including warranties, and copy digital files for delivery to the District. Final documentation will include substantial conformance certification.

Cost Proposal

TRC's estimated cost proposal and project schedule (attached) is based on our review of the contract documents, labor compliance and construction staking services are excluded from our cost proposal since they will be provided by the District and/or others. Office costs are also excluded (but can be negotiated back in) in hopes that the District will provide some space for project documents and part-time staff.

Contact Information

As your contract manager, I will be TRC's point of contact with the District during the consultant selection process and during the project. I am authorized to represent TRC in contractual issues. I can be reached via phone at (925) 766-9455 (cell) or email at cmccarty@trccompanies.com.

Respectfully submitted,
TRC Companies



Chris McCarty
Project Manager – Infrastructure



Cost of Services Worksheet

Project Schedule	2020												2021							
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug					
	30	31	31	30	31	30	31	31	28	31	30	31	30	31	31					
Calendar days	22	22	21	21	22	19	22	22	20	21	22	22	20	22	22					
Work days																				
Pre-Construction Support								46	46											
Construction								280	262	314	326	286								
Post-Construction (Closeout)																				

Estimated Construction NTP:
Estimated Completion:

November 2, 2020

January 4, 2021
July 1, 2021

Estimated Manhours: 1,560

Position	Name	Rate	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Hours	Totals
Pre-Construction Support																			
Principle-In-Charge	Rany Chek, PE	\$ -																0	N/C
Project Manager	Chris McCarty	\$ 207.00							2	2								4	\$ 828.00
Resident Engineer	Bonaventure Ezeji	\$ 180.00							20	20								40	\$ 7,200.00
Office Engineer	Hingji Garland	\$ 138.00							20	20								40	\$ 5,520.00
* Construction Inspector (Day ST)	TBD	\$ 188.00																0	
* Construction Inspector (Day ST)	TBD	\$ 197.00																0	
Contract Admin Support	Lee Skelton	\$ 109.00							4	4								8	\$ 872.00
Annual Escalation (every Jan 1st)		3%																	\$ 216.30
																		SUBTOTAL: LABOR	\$ 14,636.30
Subconsultant: Hot Mix Asphalt Testing	Kleinfelder	Allowance																NTE	\$ -
Subconsultant Markup		5%																	\$ -
																		SUBTOTAL: SUBCONSULTANTS	\$ -
																		TOTAL Pre-Construction Support:	\$ 14,636.30
Construction																			
Principle-In-Charge	Rany Chek, PE	\$ -																0	N/C
Project Manager	Chris McCarty	\$ 207.00									2	2	2	2				8	\$ 1,656.00
Resident Engineer	Bonaventure Ezeji	\$ 180.00									88	80	84	88	88			428	\$ 77,040.00
Office Engineer	Hingji Garland	\$ 138.00									16	16	16	16	16			80	\$ 11,040.00
* Construction Inspector (Day ST)	TBD	\$ 197.00																0	
* Construction Inspector (Day OT)	TBD	\$ 269.00																0	
* Construction Inspector (Day DT)	TBD	\$ 340.00																0	
* Construction Inspector (Night ST)	TBD	\$ 215.00										40	40					80	\$ 17,200.00
* Construction Inspector (Night OT)	TBD	\$ 295.00																0	
* Construction Inspector (Night DT)	TBD	\$ 375.00																0	
* Construction Inspector (Day ST)	TBD	\$ 206.00								176	160	128	136	176				776	\$ 159,856.00
* Construction Inspector (Day OT)	TBD	\$ 278.00																0	
* Construction Inspector (Day DT)	TBD	\$ 349.00																0	
* Construction Inspector (Night ST)	TBD	\$ 224.00										40	40					80	\$ 17,920.00
* Construction Inspector (Night OT)	TBD	\$ 304.00																0	
* Construction Inspector (Night DT)	TBD	\$ 385.00																0	
Contract Admin Support	Lee Skelton	\$ 109.00									4	4	4	4				16	\$ 1,744.00
Annual Escalation (every Jan 1st)		3%																	\$ 8,593.68
																		SUBTOTAL: LABOR	\$ 295,049.68
Subconsultant: Hot Mix Asphalt Testing	Testing Lab (ODC)	Allowance																NTE	\$ 10,000.00
Subconsultant Markup		5%																	\$ 500.00
																		SUBTOTAL: SUBCONSULTANTS	\$ 10,500.00
																		TOTAL Construction:	\$ 305,549.68
Post-Construction (Closeout)																			
Principle-In-Charge	Rany Chek, PE	\$ -																0	N/C
Project Manager	Chris McCarty	\$ 207.00													8			8	\$ 1,656.00
Resident Engineer	Bonaventure Ezeji	\$ 180.00													40			40	\$ 7,200.00
Office Engineer	Hingji Garland	\$ 138.00													20			20	\$ 2,760.00
* Construction Inspector (Day ST)	TBD	\$ 197.00													20			20	\$ 3,940.00
* Construction Inspector (Day ST)	TBD	\$ 206.00																0	
Contract Admin Support	Lee Skelton	\$ 109.00													4			4	\$ 436.00
Annual Escalation (every Jan 1st)		3%																	\$ 479.76
																		SUBTOTAL: LABOR	\$ 16,471.76
Subconsultant: Hot Mix Asphalt Testing	Kleinfelder	Allowance																NTE	\$ -
Subconsultant Markup		5%																	\$ -
																		SUBTOTAL: SUBCONSULTANTS	\$ -
																		SUBTOTAL Post-Construction (Closeout):	\$ 16,471.76
ODC's																			
Company Vehicles	monthly	\$ 747.10								1.5	1.5	1.5	1.5	1.5				10	\$ 7,471.00
Tolls	Each	\$ 6,000								35	30.5	35	35	32				168	\$ 1,005.00
Prevailing Wage Subsistence (if applicable)	DIR Rate	\$ 120.00																0	\$ -
Per Diem (if applicable)	GSA Rate	\$ 229.00																0	\$ -
																		SUBTOTAL: ODC's	\$ 8,476.00
																		SUBTOTAL ODC's:	\$ 8,476.00
																		TOTAL OF CONTRACT	\$ 345,133.74

Notes and Assumptions:

- Fees are based on an estimated 180 working day construction duration with NTP anticipated in September 15, 2020.
- Should the actual schedule require more or less professional services than proposed adjustments to this estimate may be required.
- 3% annual escalation every January 15th, beginning 1/1/2021.
- Overtime, rain, holidays and potential time extensions or delays may result in additional professional services.
- Billing rates = actual hourly rate * (1+ICR) - (1+Fee)
- Wages for inspection subject to Calif. Labor Code Section 1772.
- Rates are based on DIR Prevailing Wage Determination NC-63-3-9-2018-2. TRC will pay and bill accordingly.
- * Denotes employees/classifications that are subject to prevailing wage.
- This estimate is based on specific scope of work assumptions.
- Client will be billed only for hours worked.



AGENDA ITEM NO. 7.A.

DATE: November 18, 2020

TO: Board of Directors

FROM: Tammy Rudock, General Manager
Candy Pina, Administrative Services Manager

SUBJECT: CONSIDER AND CONFIRM MPWD 2021 REGULAR BOARD MEETING SCHEDULE

RECOMMENDATION

Consider and confirm the MPWD 2021 Regular Board Meeting schedule.

FISCAL IMPACT

None.

DISCUSSION

Attached is the proposed schedule for MPWD 2021 regular Board Meetings. Except for November and December, all meetings are scheduled for the 4th Thursday of each month.

November 17, 2021 (3rd Wednesday) is proposed in lieu of the 4th Thursday, which is Thanksgiving, and to work around BAWSCA's November regular 3rd Thursday of the month meeting.

Staff is recommending December 16, 2021 (3rd Thursday) in order to work around the Christmas holidays.

Attachments: Proposed 2021 MPWD Regular Board Meeting Schedule

BOARD ACTION: APPROVED:____ DENIED:____ POSTPONED:____ STAFF DIRECTION:____

UNANIMOUS____ ZUCCA____ SCHMIDT____ VELLA____ WARDEN____ WHEELER____



2021 REGULAR BOARD MEETINGS

JANUARY 28, 2021

FEBRUARY 25, 2021

MARCH 25, 2021

APRIL 22, 2021

MAY 27, 2021

JUNE 24, 2021

JULY 22, 2021

NO AUGUST BOARD MEETING

SEPTEMBER 23, 2021

OCTOBER 28, 2021

NOVEMBER 17, 2021 (3rd Wednesday)

DECEMBER 16, 2021 (3rd Thursday)

Location: 3 Dairy Lane, Belmont, CA 94002
Time: 6:30PM



AGENDA ITEM NO. 7.B.

DATE: November 18, 2020

TO: Board of Directors

FROM: Tammy Rudock, General Manager

SUBJECT: RECEIVE UPDATE FROM GENERAL MANAGER REGARDING ACTIONS TAKEN DURING COVID-19 PANDEMIC

RECOMMENDATION

Receive report.

FISCAL IMPACT – None.

BACKGROUND

Emergencies were declared statewide, locally, and federally because of the recent COVID-19 pandemic:

- On March 4, 2020 by the Governor for California;
- On March 10, 2020 by the San Mateo County Health Officer;
- On March 13, 2020 by the US President; and
- On March 16, 2020, the San Mateo County Health Officer issued an order for individuals to shelter-in-place at their residence unless receiving or providing essential services. It was revised many times always retaining the shelter-in-place order, until June 17th when the order rescinded the shelter-in-place and aligned with the state's reopening guidelines.

DISCUSSION

The Board President requested I provide a monthly report on actions taken or decisions made during the declared emergency that were outside of established policy. There was only one (1) new action taken since last month's report:

- In October 2020:
 - *Developed the attached questionnaire for necessary in-person visits (consultants, vendors, etc.) at the MPWD for continued workplace safety during the COVID-19 pandemic.*
- In September 2020:
 - Revised Employee Workplace Safety Procedures During COVID-19 Pandemic (attached). All employees participated in revisions and signed.
- In August and September 2020:
 - Staff continued working on the El Camino Real WMR Capital Project, including final pre-bidding/construction review and customer outreach activities with TRC Companies, Inc., which exceeded my contract signature authority of \$25,000. The Operations Manager

presented a contract amendment for the Board's approval on this month's Consent agenda since the project and services were budgeted.

- By August 31, 2020:
 - Allowed employees to cash out up to 80 hours of vacation leave to avoid bumping up against their vacation leave accrual caps.
- On August 25, 2020:
 - Amended MPWD's ICMA-RC (International City Managers Association-Retirement Corporation) 457 Plan to allow for CARES Act Coronavirus Related Distributions. I have authority to amend the plan as the designated Plan Administrator but wanted to report it out to the Board.
- On August 13, 2020:
 - Approved one additional month adjustment relief for a customer that had a water heater leak (three months instead of two).
- On April 14, 2020:
 - Credit card and debit card fees were suspended (and refunded for payments made since March 17, 2020) through the end of this fiscal year (June 30, 2020) or until further notice after discussion with the Board at a future meeting.
- On March 18, 2020:
 - Terminations of service for non-payment were suspended through the end of this fiscal year (June 30, 2020) or until further notice after discussion with the Board at a future meeting.
 - All fees related to late payments were suspended through the end of this fiscal year (June 30, 2020) or until further notice after discussion with the Board at a future meeting.

Attachment: MPWD In-Person Visitor Questionnaire during COVID-19 Pandemic

BOARD ACTION: APPROVED:_____ DENIED:_____ POSTPONED:_____ STAFF DIRECTION:_____

UNANIMOUS_____ ZUCCA_____ SCHMIDT_____ WHEELER_____ WARDEN_____ VELLA_____

TODAY'S DATE: _____

Temperature (Over 100.4): Yes or No

MID-PENINSULA WATER DISTRICT (MPWD)

PLEASE READ EACH QUESTION CAREFULLY

**PLEASE CIRCLE THE
ANSWER THAT
APPLIES TO YOU**

Have you experienced any of the following symptoms in the past 48 hours:

- fever or chills
- cough
- shortness of breath or difficulty breathing
- fatigue
- muscle or body aches
- headache
- new loss of taste or smell
- sore throat
- congestion or runny nose
- nausea or vomiting
- diarrhea

YES

NO

Within the past 14 days, have you been in close physical contact (6 feet or closer) with a person who is known to have laboratory-confirmed COVID-19 or with anyone who has any symptoms consistent with COVID-19?

YES

NO

Are you isolating or quarantining because you may have been exposed to a person with COVID-19 or are worried that you may be sick with COVID-19?

YES

NO

Within the last 14 days, have you been in a group setting with 11 or more people not wearing masks or practicing social distancing?

YES

NO

In the past 14 days, have you traveled outside California by automobile, airplane, train, or bus?

YES

NO

In the past 14 days, have you traveled within California by airplane, train, or bus?

YES

NO

Are you currently waiting on the results of a COVID-19 test?

YES

NO

The MPWD has the right to decline entry on its premises or within its workplace to anyone responding YES to any question above.

I agree to notify MPWD (650-591-8941, candyp@midpeninsulawater.org) if within 14 days I become ill with COVID-19 symptoms or test positive for COVID-19.

Signature: _____ Date: _____

Print Name: _____ Staff Initials: _____

Company Name: _____



TO: Board of Directors

FROM: Tammy A. Rudock
General Manager

DATE: November 18, 2020

MANAGER'S REPORT

FOLLOW-UP FROM 10/22/2020 REGULAR BOARD MEETING

- Executed the Ninth Amendment to the Master Professional Services Contract with Pakpour Consulting Group, Inc., in the total amount of \$85,530, for Additional Engineering Services related to the Dekoven Tanks Replacement Capital Project (#08-1621-CP).
- Confirmed with facilitator Julie Brown the MPWD Strategic Planning Special Meeting on January 14, 2021 at 6:00PM.
- Posted to the website:
 - 2020 MPWD Catalog of Enterprise Systems per Government Code Section 6270.5
 - Financial Audit Report for Fiscal Year Ended June 30, 2020.

3-MONTH "LOOK AHEAD" FOR BOARD MEETINGS

DECEMBER 17, 2020

- Election of Board officers.
- Receive annual PARS OPEB trust account performance review and confirm investment strategy.
- Receive BAWSCA report (carry over from November).
- Complete General Manager performance evaluation and consider amended employment agreement and salary schedule effective January 1, 2021.
- Required Ethics training reminder.

JANUARY 14, 2021

- MPWD 2021-2022 Strategic Planning Session (Virtual).

JANUARY 28, 2021

- Award Construction Contract for Dekoven Tanks Replacement Capital Project.
- Award Professional Services Contract for Transmission Water Mains Assessments Capital Project. Amend Pakpour Consulting Group's professional services contract to add the Harbor Boulevard Water Main Replacement Capital Project to their engineering design work.
- Approve Refunding of 2016 COPs.
- Authorize Purchase Sale Agreement between the MPWD and County of San Mateo for the F Street Parcel in San Carlos.

FEBRUARY 25, 2021

- Consider and approve 2020-2021 MPWD Strategic Plan.
- Receive mid-year review of current fiscal year Operating and Capital Budgets and consider/approve Amended Budgets (as needed).
- Award Construction Contract for Demolition of MPWD's Abandoned Pump Station Capital Project at 1510 Folger Drive in Belmont.
- Award Contract for Professional Accounting Services (and District Treasurer services at the Board's option).
- Receive District Treasurer Candidate Presentations (and authorize appointment at the Board's option).

UPCOMING MEETINGS/EVENTS

HIA Meeting (Belmont): CANCELED (until further notice)

ACWA JPIA 2020 Fall Conference (Virtual): November 30, 2020

ACWA 2020 Fall Conference & Exhibition (Virtual): December 2-3, 2020

CSDA Annual Conference (Monterey): August 30 – September 2, 2021



TO: Board of Directors

FROM: Candy Pina

DATE: November 18, 2020

ADMINISTRATIVE SERVICES MANAGER'S REPORT

FINANCIAL REPORTING:

Schedule of Cash and Investments:

SCHEDULE OF CASH AND INVESTMENTS		
CASH ACCOUNT	BALANCE 10/31/20	BALANCE 11/09/20
PETTY CASH	\$400	\$400
CASH DRAWER	\$200	\$200
WELLS FARGO CHECKING	\$463,278	\$240,006
LAIF	\$10,023,646	\$9,723,646
BNY INSTALLMENT ACCOUNT	\$927,532	\$927,532
TOTAL	\$11,415,056	\$10,891,784

Water Revenue Report:

WATER REVENUES for FISCAL YEAR 2020/2021					
Month	Total Units	Water Commodity Charges	Fixed System Charges	Total Water Revenues	Misc Rev
JUL	127,235	1,155,373	265,043	1,420,416	1,372
AUG	130,402	1,190,550	262,741	1,453,291	1,384
SEP	130,150	1,186,635	262,913	1,449,548	1,384
OCT	118,225	1,069,196	263,124	1,332,320	1,381
TOTAL	506,012	4,601,754	1,053,821	5,655,575	5,521

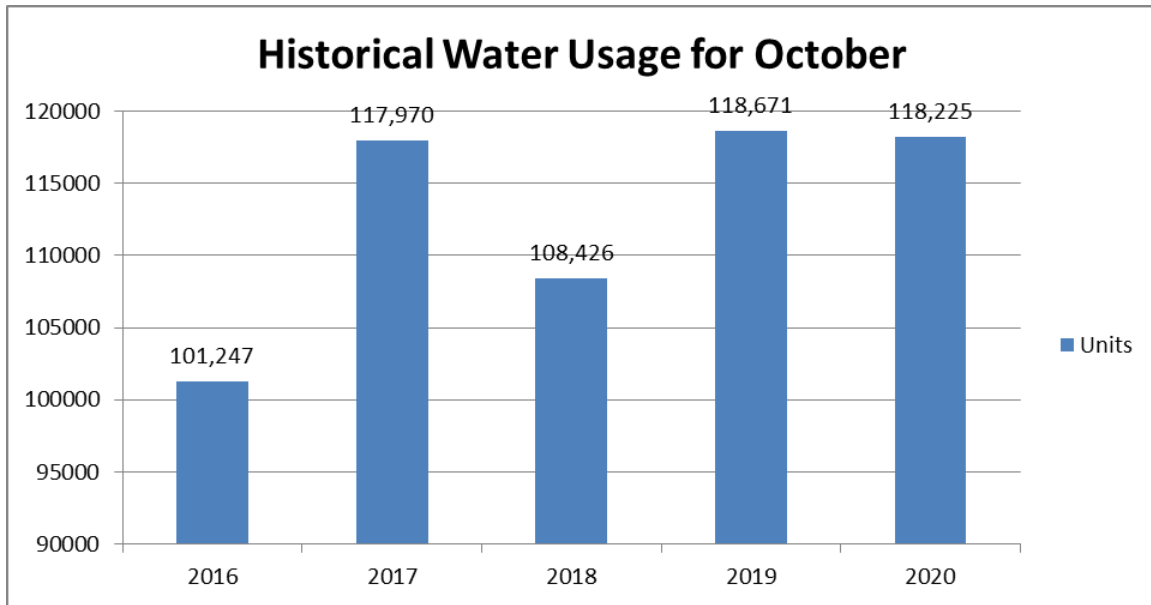
Please note the following: Total Units for each month on this report are calculated when customer meters are read:

Zone 2 meters are read on the 1st of each month

Zone 3 meters are read on the 5th

Zones 1, 4, 5, 6, 7, 8 and 9 are read on the 15th

In the Operations Manager's report, units being reported are based on SFPUC reads, which occurs at 8:00 a.m. on the last day of each month.



CONFERENCES, TRAINING, & MEETINGS:

- 1) Candy Pina: 11/03/20 – Executive Team Meeting
- 2) Misty Malzcon/Candy Pina: 11/03/20 – Leadership Team Briefing
- 3) Candy Pina: 11/09/20 – Furniture Installation with One Workplace
- 4) Candy Pina: 11/12/20 – PARS Plan Review
- 5) Candy Pina: 11/12/20 – MPWD Board Finance Committee Meeting
- 6) Candy Pina: 11/16/20 – HR meeting with Maxine Wilborn @ ADP
- 7) Candy Pina: 11/17/20 – Executive Team Meeting
- 8) Misty Malczon/Candy Pina: 11/17/20 – Leadership Team Briefing
- 9) Candy Pina: 11/18/20 – MPWD Capacity Charge Study Asset Review with RDN
- 10) Candy Pina: 11/19/20 – ACWA JPIA monthly meeting
- 11) Misty Malczon/Ron Okada/Laura Ravella/Candy Pina: All Staff Safety Meeting

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:

• 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>

SEXUAL HARASSMENT PREVENTION EDUCATION (AB 1825 FOR MANAGERS, SB 1343 FOR EMPLOYEES, AB 1661 FOR ELECTED OFFICIALS)

Everyone is current with Harassment Prevention training (required every two years). Due dates (in alphabetical order) for certification renewal of Sexual Harassment Prevention Education:

• Joubin Pakpour	June 14, 2021
• Candy Pina	December 18, 2021
• Rene Ramirez	December 18, 2021
• Tammy Rudock	December 18, 2021
• Brian Schmidt	December 18, 2021
• Julie Sherman	December 13, 2020
• Louis Vella	October 22, 2021
• Dave Warden	December 18, 2021
• Kirk Wheeler	December 17, 2021
• Matt Zucca	March 19, 2021



TO: Board of Directors

FROM: Rene A. Ramirez, Operations Manager

DATE: November 18, 2020

OPERATIONS REPORT – October

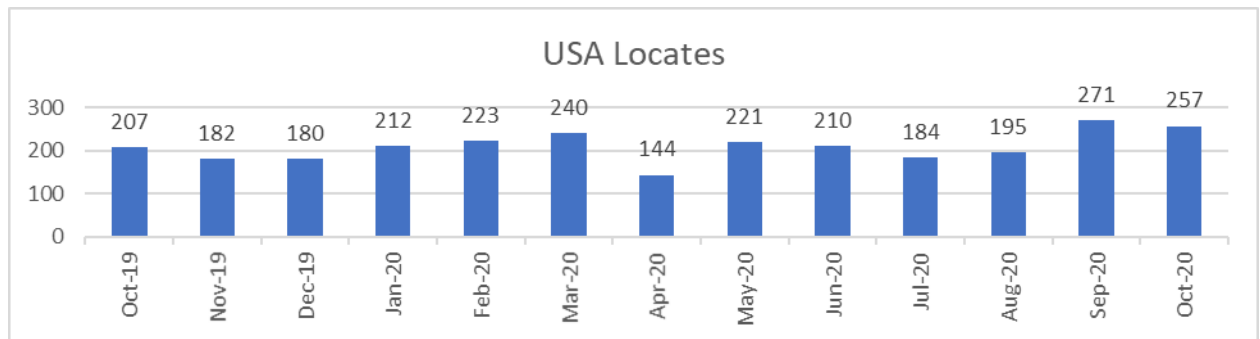
Projects:

- Held discussion with consultant after reviewing and providing feedback on Chapters 1 through 3 of the draft Urban Water Management Plan document;
- The internal RRA team met to discuss progress and upcoming webinars for small agencies;
- Participated in a status meeting with the UWMP consultant and discussed upcoming chapter for review, chapter 4;
- Performed a service upgrade for 10 Notre Dame Place and 3413 Beresford;
- Installed a new type of water meter. This is a test run of a new meter that allows remote on/off actuation by utility;
- In preparation for old Folger Pump Station to be demolished, an 18-inch concrete water main behind Notre Dame College has to be abandoned. Staff exposed pipe to obtain the outside diameter in order to special order a blind flange that will have to be welded in place. Work tentatively scheduled for week of November 16th;
- Continue to make progress installing XiO SCADA hardware and completed installation of hardware at the Lyall Regulator Station;
- Walked the Old County Road Water Main Improvement Project path with design engineer to measure all valve depths and reviewed existing meter sizes and their location;
- Met with construction management consultant at the 1510 Folger Pump Station to show him the pump station site and what needs to be demolished;
- Participated in the pre-construction meeting with D&D Pipelines, awarded contractor, for Phase 1 of capital project 04-1621-CP, which will construct about 750 LF of new pipeline in an easement on the PAMF site; and
- Opened bids for the El Camino Real Water Main Improvement Project – recommended award to Board on November 18, 2020.

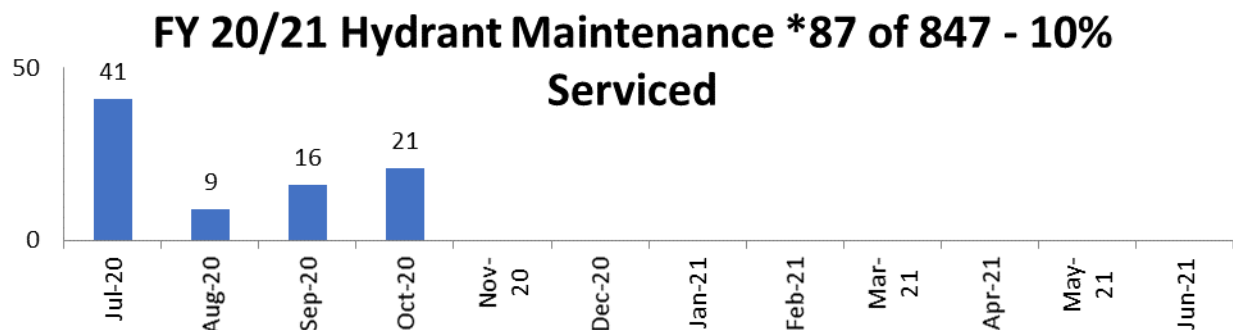
Maintenance:

- Repaired an irrigation service leak on El Camino Real caused by a contractor – contractor has been billed for damaged service;

- Repaired water main break in front of 2100 Pullman;
- Corrected a leaking fire hydrant run and repaired asphalt at 1301 Shoreway Rd;
- Fixed a leaking corporation stop on the 24-inch supply line between the Tunnels Pump Station and Hallmark Tanks – required slowly draining the line;
- Installed a new cross and four new gate valves at the intersection of Sunnyslope and Broadway to replace a broken isolation valve;
- Exposed water main and service at 807 Ruth Avenue to prove to City and its paving contractor that the failing pavement on a recently paved street was not being caused by water system;
- Hired paving contractor repaired road surface in front of 1203 Notre Dame after leak;
- Drained, cleaned, disinfected and returned the Hersom Tank to service;
- Repaired water main in front of 1601 Notre Dame;
- Performed routine maintenance on all regulators in system;
- Responded to and completed 257 USA (underground service alerts) location requests during October;

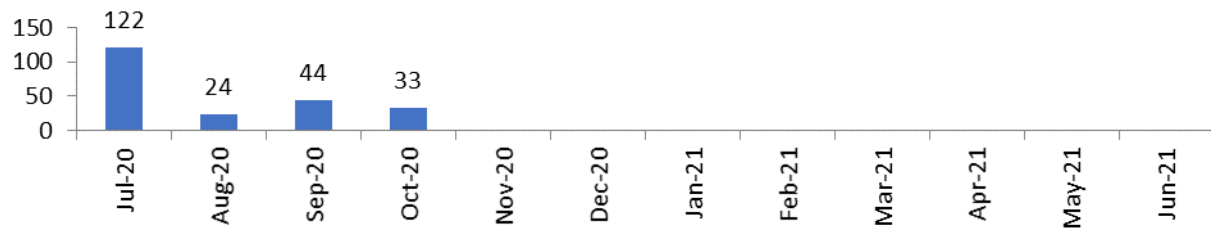


During the month of October 21 fire hydrants received a service visit. This maintenance work brings the percentage up to 10% of the system's 847 fire hydrants;



- During the month of October 33 valves were exercised. This brings the percentage of system valves exercised to 8% of the system's 2,780 valves;

Valve Maintenance *223 of 2780 - 8% Exercised



- Collected a requisite 44 water samples during the month for bacteriological testing from 11 sample station sites. None of the samples tested positive for total coliform;
- Flushed 45 dead-end water mains; and
- Monitoring for signs of nitrification within our tanks, sample stations and dead ends, and managed a nitrification issue by moving fresh water into tanks and distribution system and close monitoring to improve water quality as efficiently as possible.

System Repairs:

Date	Location	Event	Material	Installation Date	Estimated Water Loss (Gals.)
10/2/20	2112 Pullman Ave	Main Break	CIP	1956	8,200
10/2/20	830 El Camino Real	Service Line	Polyethylene	1995	<500
10/6/20	1301 Shoreway Rd	Hydrant Repair	CIP	1967	356,000
10/13/20	1373 Sunnyslope	Main Break	PVC	1977	12,200
10/30/20	1601 Notre Dame	Main Break	CIP	1951	4,300

Development:

Staff is currently working with developers on 51 development projects:

Mixed Use Commercial/Multi-Family Residential: 9

- o 1300 El Camino Real; a 66-unit multi-family residential project starting on 2nd floor with commercial lease space on 1st floor covering 0.72 acres;
- o 1324 Old County Road; a 2 or 3 unit multi-family with ground floor retail space;
- o 1325 Old County Road; a 250-unit multi-family residential project covering 2.09 acres;
- o 425-501 Old County Road; a 94-unit multi-family residential project (area not provided on our water system improvement plans);

- 608 Harbor: a 103-unit multi-family development.
- 800 Laurel Avenue; a 16-unit town home residential project (area not provided);
- 800-803 Belmont Avenue; a 125-unit multi-family residential project (area not provided);
- 815 Old County Road; a 177-unit multi-family residential project (area not provided);
- 900 El Camino Real; a 37-unit multi-family residential project starting on 2nd floor with commercial lease space on 1st floor (area not provided);

Commercial: 8

- Reviewing Plans – 4
- Approvals Received – 3
- In Construction - 1

Residential: 34

- Plans In Review – 18
- Plans Through Staff Approval Process – 11
- Project In Construction - 5

Administration:

- Celebrated the retirement of Lead Operator Rick Bisio after 23 years of service;
- Participated in a socially distanced Lunch and Learn for all employees;
- Attended virtual meeting put on by BAWSCA regarding rain barrel rebates;
- Attended virtual workshop put on by DWR on water loss;
- Participated in the DWR virtual workshop#2 on the UWMP Guidebook;
- Participated in the virtual workshop from BAWSCA focused on common language to be used by BAWSCA water agencies in their UWMP;
- Several staff members attended the virtual SPUC Customer Wholesale Meeting;
- Attended virtual demonstration of the “Eagle Portal” – DWR land measurement program put on by BAWSCA;
- Held virtual meeting with City Planning Department to discuss permit approval process;
- Made a presentation to a group on COVID-19 to the Western States Water Conservation & Demand Network;
- Received some virtual training on the Novus Minutes process;
- Participate in BAWSCA Water Manager’s meeting virtually;
- Took part in JPIA Leadership Course virtually – nearing the completion of the year-long course;
- Met as an internal Executive Team and Leadership during the month;
- Participated in weekly check-in calls with GM and District Engineer;
- Attended virtual Finance Committee meeting;
- Attended Special Board virtual meeting;
- Participated in the Agenda Review meeting with Board President and GM;
- Attended the virtual SFPUC Wholesale Customers meeting; and
- Continue to actively manage power use for pumping operations via SCADA;

Water Conservation:

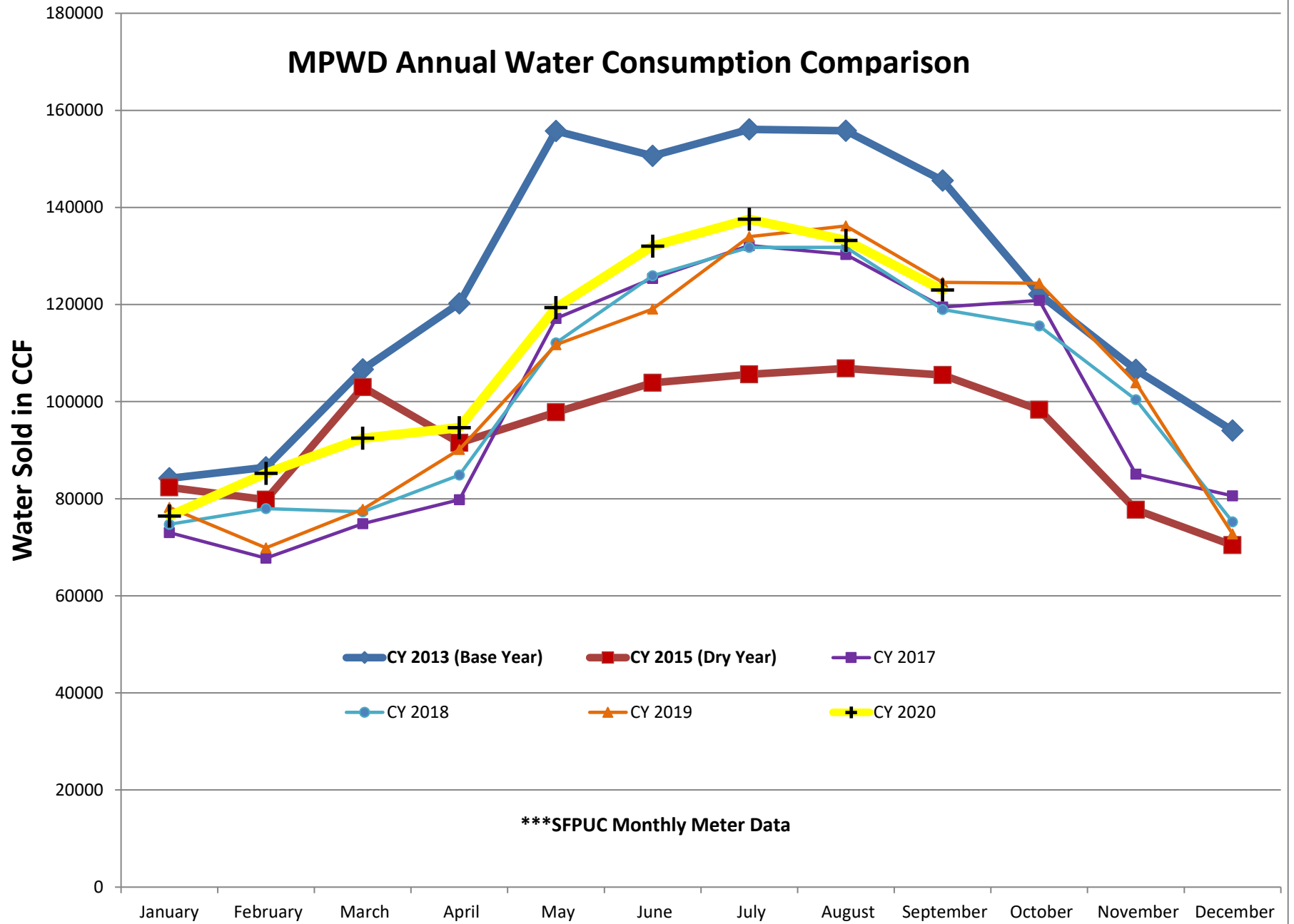
Recent 2-Month Comparison Summary

2019/2020 MONTH	2019/2020 UNITS	2013 UNITS	PERCENT CHANGE*	CUMULATIVE WATER SAVINGS*	2019/2020 R-GPCD**	2013 R-GPCD
September 2020	122,978	145,551	-15.5%	-13.9%	102.5	118.5
October 2020	121,506	122,117	-0.5%	-11.1%	98.0	96.2

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2018/2019 MONTH	2018/2019 UNITS	2013 UNITS	PERCENT CHANGE*	CUMULATIVE WATER SAVINGS*	2018/2019 R-GPCD**	2013 R-GPCD
September 2019	124,550	145,551	-14.4%	-13.7%	103.8	118.5
October 2019	124,373	122,117	+1.9%	-10.4%	100.3	96.2

MPWD Annual Water Consumption Comparison



**MID-PENINSULA WATER DISTRICT
OPERATIONS BUDGET FOR FY 2020-2021
SUMMARY**

				Target YTD % 33.7%
DESCRIPTION	APPROVED FY 2020-2021 BUDGET \$	ACTUALS 7/1/2020 10/31/2020	REMAINING BALANCE/ (OVER BUDGET)	Y-T-D % OF BUDGET
OPERATING REVENUE				
WATER COMMODITY CHARGES (A)	9,800,000	4,601,754	5,198,246	47.0%
FIXED SYSTEM CHARGES	3,000,000	1,053,821	1,946,179	35.1%
FIRE SERVICE CHARGES	14,000	5,521	8,479	39.4%
MISC CUSTOMER ACCOUNT FEES	49,750	(440)	50,190	-0.9%
MISCELLANEOUS OPERATING	60,000	-	60,000	N/A
PROPERTY TAX REVENUE	268,000	68,544	199,456	25.6%
TOTAL OPERATING REVENUE *	13,191,750	5,729,200	7,462,550	43.4%
WATER SYSTEM CAPACITY CHARGES	40,000	10,043	29,957	25.1%
WATER DEMAND OFFSET CHARGES	20,000	673	19,327	3.4%
SERVICE LINE & INSTALLATION CHARGES	60,000	14,439	45,561	24.1%
MISCELLANEOUS NON-OPERATING * (B)	75,000	1,933,196	(1,858,196)	2577.6%
INTEREST REVENUE - LAIF *	75,000	19,139	55,861	25.5%
INTEREST REVENUE - COP	150,000	1,877	148,123	1.3%
LEASE OF PHYSICAL PROPERTY *	175,000	37,996	137,004	21.7%
LANDSCAPE PERMIT REVENUE (C)	10,000	9,800	200	98.0%
TOTAL NON-OPERATING REVENUE	605,000	2,027,163	(1,422,163)	335.1%
TOTAL REVENUE	13,796,750	7,756,364	6,040,386	56.2%
OPERATING EXPENDITURES (OP EXP)				
SALARIES & WAGES	2,148,750	647,847	1,500,903	30.1%
PAYROLL TAXES & BENEFITS	1,320,352	395,036	925,315	29.9%
PURCHASED WATER (A)	5,667,168	2,341,985	3,325,183	41.3%
OUTREACH & EDUCATION	66,000	18,394	47,606	27.9%
M&R - OPS SYSTEM	458,557	145,951	312,606	31.8%
M&R - FACILITIES & EQUIPMENT	141,625	47,165	94,460	33.3%
SYSTEM SURVEYS 'D)	85,000	49,970	35,030	58.8%
ADMINISTRATION & EQUIPMENT ('E)	346,500	194,439	152,061	56.1%
MEMBERSHIP & GOV FEES	261,894	73,532	188,362	28.1%
BAD DEBT & CLAIMS	56,000	4,388	51,612	7.8%
UTILITIES	347,600	92,327	255,273	26.6%
PROFESSIONAL SERVICES	886,675	205,618	681,057	23.2%
TRAINING/TRAVEL & RECRUITMENT	61,500	6,902	54,598	11.2%
RESTRICTED EARNINGS	225,000	21,016	203,984	9.3%
DEPRECIATION	1,080,000	346,313	733,687	32.1%
DEBT SERVICE	1,069,500	224,221	845,279	21.0%
TOTAL OPERATING EXPENSES	14,222,121	4,815,105	9,407,016	33.9%
NET OPERATING SURPLUS/LOSS	(425,370)	2,941,259	(3,366,630)	-691.5%
TRANSFER FROM WORKING CAPITAL RESERVES*	425,370	(2,941,259)	3,366,630	-691.5%
NET TRANSFERS TO CAPITAL	-	-	-	N/A
DEBT SERVICE COVERAGE	1.80	2.44		

* Revenues included in Debt Service Coverage Ratio

- A Water revenues are at 47% and water purchases are at 41.3%.
- B Proceeds from Sale of 1513 Folger Property totaling \$1,925,000.
- C Three (3) Plan Reviews and two (2) Landscape Reviews were completed totaling \$9,800.
- D Leak Detection survey project underway, so will conclude and be complete.
- E Fees related to the sale of 1513 Folger Property totaling \$98,953.

**MID-PENINSULA WATER DISTRICT
CAPITAL BUDGET FOR FY 2020-2021
CAPITAL IMPROVEMENT PROGRAM (CIP)**

PROJ #	PROJECT NAME	CAPITAL FY 2020-2021 BUDGET \$	ACTUAL 07/01/20 10/31/20	BALANCE/ (OVER BUDGET)	2016 COP FUNDED BUDGET \$	ACTUAL THROUGH 06/30/20	ACTUAL 07/01/20 10/31/20	ACTUAL PROJECT TOTAL	BALANCE/ (OVER BUDGET)
15-86	Folger Pump Station Demolition - Project #15-86	330,000	289	329,711					
20-05	Transmission Water Main Assessments	220,000	7,584	212,416					
20-09	Dairy Lane Operations Center Rehabilitation – Phase 1 (Planning, Architectural/Engineering Design, and Construction Support, including Contingencies)	150,000	-	150,000					
20-01	Hastings Drive Service Connection Replacements; and	138,000	-	138,000					
15-40	Hastings Drive Water Main Replacement (Planning, Engineering Design, and Construction Support, including Contingencies)	88,000	6,973	81,027					
15-88	Vine Street (Zone 5) Improvements (Planning, Engineering Design, and Construction Support, including Contingencies)	165,000	-	165,000					
N/A	Miscellaneous Capital Outlay/Projects	50,000	102	49,898					
15-76	El Camino Real Water Main Replacement				3,520,000	385,328	62,549	447,877	3,072,123
15-89	Dekoven Tanks Replacement				3,850,000	160,013	139,935	299,949	3,550,051
15-72-A	SR 101 Crossing at PAMF Hospital – Phase 1 (Water Main Construction within easement on PAMF property in San Carlos from Industrial Road to PAMF property line west of SR101)				595,000	427,416	28,227	455,643	139,357
15-75A	Old County Road Improvements				4,030,000	258,548	17,480	276,028	3,753,972
TOTAL		1,141,000	14,947	1,126,053	11,995,000	1,231,306	248,191	1,479,498	10,515,502
DEPRECIATION		1,080,000	346,313	733,687					
NET OPERATING SURPLUS/LOSS		(425,370)	2,941,259	(3,366,629)					
TRANSFER FROM WORKING CAPITAL RESERVES*		425,370	(2,941,259)	3,366,629					
NET TRANSFERS TO CAPITAL		61,000	(331,366)	392,366					
CAPITAL OUTLAY/CAPITAL PROJECTS		(1,141,000)	(14,947)	(1,126,053)					
NET RESULTS OF CAPITAL		-	0	(0)					

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

<i>DESCRIPTION</i>	<i>31-Oct-20</i>	<i>31-Oct-19</i>	<i>\$ Change</i>	<i>% Change</i>
ASSETS				
CURRENT ASSETS				
Total Checking/Savings	11,419,841	6,516,285	4,903,556	75.25%
Total COP Funds	11,349,038	12,981,284	-1,632,247	-12.57%
Total Accounts Receivable	1,369,298	1,427,984	-58,687	-4.11%
Total Other Current Assets	458,037	367,353	90,684	24.69%
TOTAL CURRENT ASSETS	24,596,213	21,292,906	3,303,307	15.51%
FIXED ASSETS				
Fixed Assets	51,148,450	51,337,633	-189,183	-0.37%
Accumulated Depreciation	-29,093,021	-28,625,705	-467,317	-1.63%
Construction in Progress	4,535,898	2,846,657	1,689,241	59.34%
TOTAL FIXED ASSETS	26,591,326	25,558,585	1,032,741	4.04%
TOTAL OTHER ASSETS	721,495	2,226,591	-1,505,096	-67.6%
TOTAL ASSETS	51,909,035	49,078,083	2,830,952	5.77%
LIABILITIES				
CURRENT LIABILITIES				
Total Accounts Payable	610,741	626,849	-16,109	-2.57%
Total Other Current Liabilities	1,634,962	1,616,215	18,746	1.16%
TOTAL CURRENT LIABILITIES	2,245,702	2,243,065	2,637	0.12%
LONG TERM LIABILITIES				
Total COP Financing Debt (B)	17,175,000	17,550,000	-375,000	-2.14%
Total COP Premium (B)	815,928	847,209	-31,282	-3.69%
Total Other Long Term Liabilities (B)	915,934	2,281,061	-1,365,127	-59.85%
TOTAL LONG TERM LIABILITIES	18,906,862	20,678,270	-1,771,409	-8.57%
TOTAL LIABILITIES	21,152,564	22,921,335	-1,768,771	-7.72%
EQUITY				
Reserves	10,023,646	5,473,331	4,550,315	83.14%
Fund Bal Invest in Util Plant	26,591,326	25,558,585	1,032,741	4.04%
Net Assets (A)	-5,858,501	-4,875,169	-983,332	-20.17%
TOTAL EQUITY	30,756,471	26,156,748	4,599,723	17.59%
TOTAL LIABILITIES & EQUITY	51,909,035	49,078,083	2,830,952	5.77%

(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**

<i>DESCRIPTION</i>	<i>Jul 20-Oct 20</i>	<i>Jul 19-Oct 19</i>	<i>\$ Change</i>	<i>% Change</i>
ORDINARY INCOME/EXPENSE				
INCOME				
OPERATING REVENUE	5,729,200	5,641,596	87,604	1.55%
INTEREST INCOME	21,016	133,139	-112,123	-84.22%
CAPITAL CONTRIBUTION	32,220	65,086	-32,866	-50.5%
OTHER INCOME	2,006,148	225,711	1,780,436	788.81%
TOTAL INCOME	7,788,584	6,065,532	1,723,052	28.41%
EXPENSE				
PERSONNEL COSTS	1,042,883	778,472	264,411	33.97%
PURCHASED WATER	2,341,985	2,340,877	1,108	0.05%
OUTREACH/EDUCATION	18,394	12,784	5,609	43.88%
M&4 - OPS SYSTEMS	145,951	29,640	116,311	392.42%
FACILITIES & EQUIPMENT	47,165	36,585	10,581	28.92%
MAJOR MAINTENANCE	49,970	0	49,970	100.0%
OFFICE SUPPLIES & EQUIPMENT	194,439	97,283	97,156	99.87%
MEMBERSHIP & GOV FEES	73,532	104,038	-30,506	-29.32%
BAD DEBT & CLAIMS	4,388	0	4,388	100.0%
UTILITIES	92,327	106,748	-14,421	-13.51%
PROFESSIONAL SERVICES	205,618	165,565	40,053	24.19%
TRAINING & TRAVEL	6,902	7,665	-763	-9.95%
TOTAL EXPENSES	4,223,554	3,679,657	543,898	14.78%
NET ORDINARY INCOME	3,565,030	2,385,875	1,179,154	49.42%
OTHER INCOME/EXPENSE				
OTHER EXPENSE				
DEPRECIATION	346,313	343,153	3,160	0.92%
DEBT SERVICE PRINCIPAL & INTEREST PAYMENT	223,573	228,373	-4,800	-2.1%
COP FINANCING COSTS	648	408	240	58.78%
TOTAL OTHER EXPENSE	570,535	571,934	-1,400	-0.2%
NET REVENUE/(EXPENSES)	2,994,495	1,813,941	1,180,554	65.1%
RECONCILIATION TO OPERATING BUDGET				
ADJUSTMENTS TO INCREASE NET OPERATING SURPLUS				
INTEREST INCOME - LAIF & COP INTEREST	-21,016			
CAPITAL CONTRIBUTION	-32,220			
TOTAL ADJUSTMENTS TO INCREASE NET OPERATING SURPLUS	-53,236			
NET OPERATING SURPLUS/(LOSS) TRANSFER TO CAPITAL	2,941,259			