



NOTICE OF THE REGULAR BI-MONTHLY MEETING OF THE BOARD OF DIRECTORS

MEETING DATE: September 5, 2023

TIME: 5:00 p.m. – Meeting Begins (Open to the Public)
5:01 p.m. or thereafter - Closed Session (Only for the Board and Staff)
6:30 p.m. – Reconvene Open Session (Open to the Public)

LOCATIONS: This meeting will be held remotely and in-person.

Open Session	Closed Session
Marin Water Board Room 220 Nellen Avenue Corte Madera, CA 94925	Marin Water Mt. Tam Conference Rm. 220 Nellen Avenue Corte Madera, CA 94925
Remote	
URL: https://us06web.zoom.us/j/88134852296	
Webinar ID: 881 3485 2296 Phone Call: 1-669-444-9171	

EMAILED PUBLIC COMMENTS: Submit your comments in advance of the meeting to BoardComment@MarinWater.org. All emailed comments received by 3:00 p.m. on the day of the meeting will be provided to the Board of Directors prior to the meeting. Please do not include personal information in your comment such as phone numbers and home addresses.

PARTICIPATION DURING THE MEETING:

In-person Attendee: Fill out a speaker card and place it next to the board secretary. List the number of the agenda item(s), for which you would like to provide a comment. Once you’re called, proceed to the lectern to make your comment.

Virtual Attendee: Click on the “raise hand” button on the bottom of the Zoom screen. If you are joining by phone and would like to comment, press *9 and staff will call on you by the last four digits of your phone number.

(Note: The board president may shorten the amount of time for public comment due to large numbers of both in-person and virtual attendees.)

AGENDA ITEMS	RECOMMENDATIONS
Call to Order and Roll Call*	
Adoption of Agenda	Approve
Public Comment on Closed Session Items only (Board Room)	
Comments will be limited to three (3) minutes per speaker, and time limits may be reduced by the board president to accommodate the number of speakers and ensure that the meeting is conducted in an efficient manner.	
Convene to Closed Session (Mt. Tam Conference Room) (Only the Board of Directors and Staff will participate.)	
Closed Session Item	
<ol style="list-style-type: none"> 1. Conference with Legal Counsel – Anticipated Litigation (Initiation of Litigation Pursuant to Government Code §54956.9 (d)(4)) Number of Cases: Unknown 	
Reconvene to Open Session at or after 6:30 p.m. (Board Room)	
Closed Session Report Out	
Public Comment - Items Not on the Agenda Members of the public may comment on any items not listed on the agenda during this time. Comments will be limited to three (3) minutes per speaker, and time limits may be reduced by the board president to accommodate the number of speakers and to ensure that the meeting is conducted in an efficient manner.	
Directors’ and General Manager’s Announcements (6:40 p.m. – Time Approximate)	
Consent Calendar (6:45 p.m. – Time Approximate) All matters listed on the consent calendar are considered to be routine and will be enacted by a single action of the Board, unless specific items are removed from the consent calendar by the Board during adoption of the agenda for separate discussion and action.	
<ol style="list-style-type: none"> 2. Minutes of the Board of Directors’ Regular Bi-Monthly Meeting of August 15, 2023 	Approve

*MARIN WATER BOARD OF DIRECTORS ORDER OF ROLL CALL: RANJIV KHUSH, LARRY RUSSELL, MATT SAMSON, JED SMITH, AND MONTY SCHMITT

AGENDA ITEMS	RECOMMENDATIONS
3. Proposed Responses to Marin County Civil Grand Jury Reports Regarding (1) Dam and Reservoir Safety and (2) Building Accessory Dwelling Units	<i>Approve</i>
4. Professional Services Agreement with Carollo Engineers to Provide Engineering Services in an Amount Not to Exceed \$936,386 to Develop a Preferred Alternative for the Marin-Sonoma Regional Conveyance Project	<i>Approve</i>
5. Amendment No. 2 to the Professional Services Agreement with Regional Government Services to Not Exceed \$200,000, Extend the Contract through December 31, 2026, and Adjust Agreed Upon Schedule for Recruitment Services	<i>Approve</i>
Regular Calendar (6:50 p.m. – Time Approximate)	
6. Update on Enterprise Resource Program Replacement and Automated Metering Infrastructure Projects <i>(Approximate time 45 minutes)</i>	<i>Information</i>
7. Water Supply Storage Improvements Project <i>(Approximate time 40 minutes)</i>	<i>Information</i>
8. District Paving Cost Update <i>(Approximate time 20 minutes)</i>	<i>Information</i>
9. Future Meeting Schedule <i>(Approximate time 1 minute)</i>	<i>Information</i>
Adjournment (8:36 p.m. – Time Approximate)	

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

In accordance with the Americans with Disabilities Act (ADA) and California Law, it is Marin Water’s policy to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are an individual with a disability and require a copy of a public hearing notice, an agenda, and/or agenda packet in an appropriate alternative format, or if you require other accommodations, please contact Board Secretary Terrie Gillen at 415.945.1448, at least two days in advance of the meeting. Advance notification will enable Marin Water to make reasonable arrangements to ensure accessibility.

***MARIN WATER BOARD OF DIRECTORS ORDER OF ROLL CALL:** RANJIV KHUSH, LARRY RUSSELL, MATT SAMSON, JED SMITH, AND MONTY SCHMITT

INFORMATION AGENDAS ARE AVAILABLE FOR REVIEW AT THE CIVIC CENTER LIBRARY, CORTE MADERA LIBRARY, FAIRFAX LIBRARY, MILL VALLEY LIBRARY, MARIN WATER OFFICE, AND ON THE MARIN WATER WEBSITE (MARINWATER.ORG)

FUTURE BOARD AND COMMITTEE MEETINGS AND UPCOMING AGENDA ITEMS:

Dates	Meetings
Friday, September 15, 2023 9:30 a.m.	<ul style="list-style-type: none"> • Operations Committee Meeting/Special Meeting of the Board of Directors (Operations)
Tuesday, September 19, 2023 6:30 p.m.	<ul style="list-style-type: none"> • Board of Directors’ Regular Bi-Monthly Meeting
Thursday, September 21, 2023 1:30 p.m.	<ul style="list-style-type: none"> • Watershed Committee Meeting/Special Meeting of the Board of Directors (Watershed)

<p>Upcoming Key Items for future Board Meetings</p> <ul style="list-style-type: none"> • <u>At September 19, 2023 Board Meeting</u> <ul style="list-style-type: none"> ○ Strategic Plan Development (Vision, Mission, Values)



 Board Secretary



Approval Item

TITLE

Minutes of the Board of Directors’ Regular Bi-Monthly Meeting of August 15, 2023

RECOMMENDATION

Approve the adoption of the minutes

SUMMARY

The Board of Directors held their regular meeting on August 15, 2023. The minutes of that meeting are attached.

DISCUSSION

None

FISCAL IMPACT

None

ATTACHMENT(S)

- 1. Minutes of the Board of Directors’ Regular Meeting of August 15, 2023

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Communications & Public Affairs Department	 Terrie Gillen Board Secretary	 Ben Horenstein General Manager

**MARIN MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS**

MEETING MINUTES

Tuesday, August 15, 2023

Via Remote and In-Person

Open Session Location: Marin Water Board Room, 220 Nellen Avenue, Corte Madera, CA 94925

Closed Session Location: Marin Water Mt. Tam Conference Room, 220 Nellen Avenue, Corte Madera, CA 94925

CALL TO ORDER AND ROLL CALL

President Monty Schmitt called the meeting to order at 6:30 p.m.

Directors Present: Larry Russell, Matt Samson, Jed Smith, and Monty Schmitt
(Director Russell arrived during Public Comment on Items Not on the Agenda.)

Directors Absent: Ranjiv Khush and Larry Russell

ADOPTION OF AGENDA

On motion made by Director Samson and seconded by Director Smith, the board adopted the agenda.

Ayes: Directors Samson, Smith, and Schmitt
Noes: None
Absent: Directors Khush and Russell

There were no public comments on the *Adoption of the Agenda*.

PUBLIC COMMENT – ITEMS NOT ON THE AGENDA

There were three (3) public comments on items not on the agenda.

Director Russell arrived at 6:36 p.m.

DIRECTORS' AND GENERAL MANAGER'S ANNOUNCEMENTS & COMMITTEE REPORTS

- Director Smith reported that he and staff attended a meeting at Marin City regarding the recent grant funding that would be provided to Marin City and the Canal (in San Rafael).

- Director Russell provided an update on the issues they discussed at the Sonoma Water Advisory Committee, including water resiliency and Potter Valley.
- President Schmitt stated that he met with a community resiliency coordinator at the Multi-Cultural Center of Marin to also discuss grant funding for San Rafael and Marin City.

CONSENT CALENDAR (ITEMS 1-5)

- Item 1** Minutes of the Board of Directors’ Regular Meeting of August 1, 2023 and Special Meeting of August 8, 2023
- Item 2** General Manager’s Report – July 2023
- Item 3** A Resolution Authorizing Award of Contract No. 2009, On-Call Capital Maintenance and Repair Contract, to Piazza Construction (Resolution No. 8753)
- Item 4** Professional Services Agreement with VistaVu Solutions LE Corporation (MA-6211) in the Amount not to exceed \$200,000
- Item 5** Lagunitas Creek Watershed Enhancement Plan and Filing of a Notice of Exemption

On motion made by Director Smith and seconded by Director Samson, the board approved the Consent Calendar.

Ayes: Directors Russell, Samson, Smith, and Schmitt
 Noes: None
 Absent: Director Khush

There were no public comments on the Consent Calendar.

REGULAR CALENDAR (ITEMS 6-11)

Item 6 Update on Water Resiliency Roadmap

Water Resources Director Paul Sellier and Consultant Xavier Irias with Woodard and Curran, provided a presentation on the Water Resiliency Roadmap, including early actions taken and the status and schedule of long term action plans, and possible grant funding. Discussion between the board, staff, and the consultant occurred throughout the presentation.

There were seven (7) public comments.

This was an information report. The board did not take any formal action.

Item 7 A Resolution Authorizing Award of Contract No. 2006, Spillway Condition Assessment Phase II Project in the Amount of \$588,956, to The Pressure Grout Company (Resolution No. 8754)

Engineering Division Manager Crystal Yezman introduced Design Engineering Manager Alex Anaya, who presented this item. Discussion ensued

There were no public comments.

On motion made by Director Samson and seconded by Director Smith, the board approved the resolution to award the contract of the Spillway Condition Assessment Phase II Project to The Pressure Gout Company.

Ayes: Directors Russell, Samson, Smith, and Schmitt
Noes: None
Absent: Director Khush

Item 8 A Resolution Adding \$750,000 of Additional Contingency for the Pine Mountain Tunnel Tanks Phase I – Rough Grading Project (Resolution No. 8755)

Engineering Division Manager Crystal Yezman introduced Construction Engineering Manager Mark Kasraie, who presented this item. Some discussion followed between the Board and staff.

There were two (2) public comments.

On motion made by Director Smith and seconded by Director Samson, the board approved the resolution to add \$755,000 of additional contingency for the Pine Mountain Tunnel Tanks Phase I – Rough Grading Project.

Ayes: Directors Russell, Samson, Smith, and Schmitt
Noes: None
Absent: Director Khush

Item 9 A Resolution to Approve Cost of Living Adjustment for Unrepresented District Employees (Resolution No. 8756)

Human Resources Manager Vikkie Gary presented this item. Discussion ensued.

There were two (2) public comments.

On motion made by Director Samson and seconded by Director Russell, the board approved the resolution approving the Cost of Living Adjustment for unrepresented District employees.

Ayes: Directors Russell, Samson, Smith, and Schmitt
Noes: None
Absent: Director Khush

Item 10 2023 Annual Goals Update

General Manager Ben Horenstein presented this item. Discussion ensued.

There was one (1) public comment.

This was an information item. The board did not take any formal action.

Item 11 Future Meeting Schedule

The board secretary listed upcoming board and committee meetings for the month of August and added that there was a closed session on August 23 at 4:30 p.m.

There were no public comments.

This was an informational item. The board did not take any formal action.

CLOSED SESSION

Public Comment on Closed Session Item Only

There were none.

Convene to Closed Session

The board left the Board Room at 8:50 p.m. to go to the Mt. Tam Conference Room for the Closed Session.

Closed Session Item

1. **Conference with Labor Negotiators**
(Government Code §54957.6)

Agency Designated Representative: Ben Horenstein, General Manager
Employee Organizations: Service Employees International Union, Local 1021;
Unrepresented Employees

Reconvene to Open Session

The board arrived in the Board Room at 9:44 p.m.

Closed Session Report Out

President Schmitt announced that the closed session adjourned at 9:44 p.m. with no reportable action.

ADJOURNMENT

There being no further business, the Board of Directors' Regular Bi-Monthly Meeting of August 15, 2023, adjourned 9:45 p.m.

Board Secretary

Approval Item

TITLE

Marin County Grand Jury Report Responses

RECOMMENDATION

Approve the proposed Grand Jury responses and authorize the General Manager to execute and transmit them on behalf of the District

SUMMARY

This item was reviewed by the District Operations Committee on August 18, 2023, and referred to the full Board at a future regularly scheduled Board of Directors meeting.

Each year, the Marin County Civil Grand Jury is charged with publishing a report based on investigations conducted by volunteer members of the Civil Grand Jury under the supervision of the presiding judge. Pursuant to California Penal Code section 933, the governing body of a public agency, whose operations are the subject of any report, shall provide comments on this report to the presiding judge within 90 days following the final report. This is consistent with District Board Policy No. 44, which requires the Board to consider the response at a public meeting of the Board. This year, the Grand Jury published two reports that touched on the operations of the Marin Municipal Water District and would require responses: *Build More ADUs – An Rx to Increase Marin’s Housing Supply*, June 15, 2023, and *Dam and Reservoir Safety – Water May Save Us – Water May Drown Us*, June 27, 2023. Responses to these reports are due on September 15, 2023, and September 27, 2023, respectively.

DISCUSSION

Section 933.05 of the California Penal Code prescribes the manner of response to a grand jury report. Specifically, as to each of the findings pertaining the District, the response shall indicate whether the District agrees with the finding or disagrees wholly or partially with the finding. If the latter, the response shall identify the portion with which there is disagreement and include an explanation of the reasons therefore. The response must also address each of the recommendations in the report pertaining the District by indicating (1) the recommendation has been implemented with an explanation, (2) the recommendation has not yet been implemented but will be in the future along with a timeframe, (3) the recommendation requires further analysis along with an explanation of the scope of analysis and a timeframe, within six months, or (4) the recommendation will not be implemented along with an explanation of the reasons.

At the July 21st Operations Committee Meeting, staff presented an update on the District’s Dam Safety Program, which provided the basis for developing the grand jury response on this report. At the August 1st Board of Directors’ Meeting, staff presented a summary of District code



relating to Accessory Dwelling Units, which provided the basis for developing the grand jury response on this report.

FISCAL IMPACT

None

ATTACHMENT(S)

- 1) Draft Grand Jury Response on *“Dam and Reservoir Safety: Water May Save Us – Water May Drown Us”*
- 2) Draft Grand Jury Response on *“Build More ADUs – An Rx to Increase Marin’s Housing Supply”*

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Crystal Yezman Director of Engineering	 Ben Horenstein General Manager

Response Form Continuation – Statements and Explanations**Marin Civil Grand Jury Report*****Dam and Reservoir Safety: Water May Save Us - Water May Drown Us (“Report”)*****Report Findings**

F1. Climate change is increasing the atmospheric rivers’ strength and frequency which impacts communities across Marin County. Failure to include and recognize these growing threats underestimates current dam safety risks and possible preventive strategies.

Response - Partially disagree

Statement: The Marin Municipal Water District (MMWD) agrees that climate change is having an effect on the strength and frequency of weather events, including the larger storm events that are referred to as atmospheric rivers. MMWD staff have been actively participating in webinars and updates from the California-Nevada Drought Early Warning System for the last few years to better understand the timing and severity of these events. In addition, as a member of the Sonoma County Water Agency’s Technical Advisory Committee, MMWD is very familiar with atmospheric river forecasting and Forecast Informed Reservoir Operations (FIRO). MMWD is not aware, however, of any published scientific findings that the atmospheric river events associated with climate change pose a threat to dam safety. In terms of preventative strategies, MMWD is currently performing spillway condition and capacity assessments related to atmospheric river events to ensure that MMWD facilities are adequately sized to accommodate the potential for larger storm events. See response to F2 regarding what MMWD is currently doing regarding dam safety.

F2. MMWD and NMWD are in full compliance with both state DOSD (sic.), as well as all federal regulations. However, dam safety analysis and reporting would be enhanced by including current data on probable maximum precipitation (basis for risk analysis) numbers.

Response - Partially disagree

Statement: As stated in this finding, MMWD is in full compliance with all state and federal regulations and according to DSOD, all MMWD dams are determined safe for continued use. It is, however, important to distinguish between safety and risk. As MMWD continues to evaluate its dams and spillways, it will also consider storm-induced scenarios to adequately assess risks. MMWD is not aware of any published findings that point to increased risks to dam safety due to an increase in atmospheric river events.

With respect to probable maximum precipitation (PMP), MMWD will need to review available data to determine the extent to which this data would, in fact, enhance its analysis and reporting and help to inform decision making and mitigate risks. Further, MMWD will also need to do additional research, as it is not clear what “current data,” in general or specific to MMWD’s watersheds, is available and would be included in a PMP analysis. MMWD will continue to follow the relevant work done by the National

Academies of Sciences, Engineering and Medicine’s ad hoc committee project “Modernizing Probable Maximum Precipitation Estimation” and subsequent studies planned by the National Oceanic and Atmospheric Administration (NOAA) on these issues.

F3. MMWD and NMWD hazard mitigation plans fail to incorporate the latest scientific studies on climate change. They use DOSD and FEMA climate models that were last updated in 2012. This eleven-year gap may lead to an underestimation of current and future risks.

Response - Partially disagree

Statement: MMWD has a Hazard Mitigation Plan (HMP) that was adopted in 2022. This plan has a section on climate change and specifically dam failures as it relates to climate change (See section 15.4, *Marin Municipal Water District Hazard Mitigation Plan*). MMWD plans to update the HMP in 2024 to incorporate recommendations from its recently completed Strategic Water Supply Assessment. It is anticipated that the updated plan will also review the sections pertaining to dam safety and climate change to ensure that the latest information is incorporated into the HMP.

F4. FEMA and National Flood Insurance maps may not have entirely incorporated the most recent dam inundation maps and are not available on the MMWD and NMWD websites.

Response - Partially disagree

Statement: The FEMA Flood Insurance Rate Maps (FIRM) and the companion Flood Insurance Study (FIS) maintained by Marin County do not include dam inundation mapping. These flood risk products are instead based on flooding from various hydrologic scenarios and used for flood insurance purposes. Marin County may inquire with FEMA directly about the mapping criteria and other significant information that should be included in those products.

The MMWD website does provide inundation maps at marinwater.org/DamSafetyProgram (see “Inundation Maps” link). On this web page there are links pointing directly to the Department of Water Resources (DWR) Division of Safety of Dams’ (DSOD) inundation mapping portal. MMWD feels this is the most appropriate public user interface for dam inundation mapping and is the repository of the most current “approved” mapping for the District’s dams. MMWD’s website also provides a link to the County of Marin’s Marin Map website, which hosts the latest FEMA flood insurance rate maps (FIRMs). A link to these maps is housed on the MMWD’s website at marinwater.org/DamSafetyProgram (see “Marin Map webpage” link).

F5. The advancement of dam safety is greatly enhanced with the expertise of scientific institutions. They use a range of tools and practices such as FIRO, flyovers, weather balloons, radar along the coast, and collaborations between dam owners and scientific institutions. These practices, used by other water districts, serve as an example from which MMWD and NMWD can benefit.

Response - Partially disagree

Statement: It is important to note that Forecast Informed Reservoir Operations (FIRO) is

only fully practiced at one dam in California: Lake Mendocino¹. It is considered a pilot program and being studied at three other locations: Lake Oroville, New Bullards Bar, and the Prado Reservoir. Lake Mendocino is a dual-purpose reservoir, providing both water supply storage and flood control storage. FIRO practices at this dam provides better storage management within these two distinct volumes within the reservoir. Unlike the reservoirs to be served by FIRO, MMWD reservoirs are not managed for releases related to flood response, but rather are served by spillways utilized to allow overflow when the reservoirs have reached maximum holding capacity, and therefore, FIRO, though an important management tool, would not serve the same purpose at MMWD.

MMWD has been monitoring the progress of the Advanced Quantitative Precipitation Information (AQPI)² system development in the region through its partnerships with Sonoma Water as well as Marin County. As part of that project, a series of new X-band radars have been installed in the Bay Area and a new C-band radar is planned for a site in Marin County. As the project progresses MMWD will continue to evaluate its role and level of future participation. It is anticipated that AQPI may have a benefit for MMWD in regards to dam operations.

MMWD will continue to follow the guidance of state and federal agencies responsible for developing engineering criteria for dam safety. These agencies have the expertise and funding for those efforts as well as existing partnerships with other state and federal agencies with a scientific mission that allows vetted and verified scientific research to be applied to engineering criteria. MMWD anticipates that these science-based agencies will utilize the tools and practices noted in the Report's findings.

Additionally, MMWD staff have been actively participating in webinars and email updates from the California-Nevada Drought Early Warning System for the last several years. MMWD is also exploring a future collaboration with Center for Western Weather and Water Extremes Water Affiliates Group likely in a joint effort with other Marin County agencies including NMWD. The Center for Western Weather and Water Extremes (CW3E) is the preeminent organization involved with the science of atmospheric rivers. See explanations for R1 and R6 below for more information on this topic.

Report Recommendations

R1. By March 15, 2024, MMWD and NMWD should establish a Climate Change and atmospheric rivers working group to consider, and begin to develop, new hazard mitigation actions. These should be based on the current scientific projections regarding atmospheric rivers and other extreme precipitation events.

Response - Requires further analysis

Explanation: The benefit of forming such a working group as compared to participation in existing groups engaged in the same issues is unclear. Examples of existing groups

¹ Overall dam safety and the flood control operation of this dam is the responsibility of the US Army Corps of Engineers, not Sonoma Water.

² <https://www.sonomawater.org/aqpi/>

include the California Extreme Precipitation Symposium, the CW3E Water Affiliates Group, and the Association of State Dam Safety Officials. In addition, climate change isn't only impacting the two main water suppliers in Marin County but also local cities, the County and other special districts. Therefore, if forming a local group is prudent, one with broader participation would likely make more sense.

Timeframe: MMWD expects to evaluate this recommendation within the next six months (December 15, 2023).

R2. By December 31, 2023, the two water districts should begin work to expand their respective hazard mitigation plans, which should include a new section dedicated to climate change, and a discussion of atmospheric rivers and their accelerating potential threats to dam and reservoir safety.

Response - Has not yet been implemented

Explanation: As noted in F3, MMWD has a Hazard Mitigation Plan (HMP) that was adopted in 2022. This plan has a section on climate change and specifically a subsection on dam failure as it relates to climate change. The District currently has plans to update the HMP in 2024 to incorporate recommendations from its Strategic Water Supply Assessment. It is anticipated that the updated plan will also review the climate change and dam safety sections to ensure that the latest information, including a discussion on atmospheric rivers and their potential threats to dam and reservoir safety, will be incorporated into the HMP.

Timeframe: MMWD anticipates this will occur prior to December 31, 2024.

R3. By January 1, 2026, the water districts (at the time of their next dam inspections, and when their hazard mitigation plans are revised) should provide the public with new information about the updated plans. This information needs to ensure that they effectively consider flood risks in light of the new science, thus ensuring that the public is aware of this.

Response - Has not yet been implemented

Explanation: When a final draft of the updated MMWD HMP is ready, it will be presented to the MMWD Board of Directors at a public meeting for consideration and discussion. The MMWD website does provide information on its dam safety program: marinwater.org/DamSafetyProgram as well as a web page that tracks current lake levels, marinwater.org/WaterWatch (see individual links for specific reservoir levels). To the extent that additional monitoring equipment is installed in the future to measure the effects of atmospheric river events on dam safety, a summary of that data would be included in annual dam instrumentation reports that are submitted to DSOD.

Timeframe: MMWD anticipates this will occur prior to January 1, 2026.

R4. By September 30, 2023, both water districts should update their websites to include links to the inundation and FEMA maps. They should also provide links to the National Flood Insurance Program.

Response - Has been implemented

Explanation: MMWD provides links to inundation maps at marinwater.org/DamSafetyProgram (see "Inundation Maps" link). This web page links directly to the Department of Water Resources (DWR) Division of Safety of Dams'

(DSOD) inundation mapping portal. MMWD feels this is the most appropriate public user interface for dam inundation mapping and is the repository of the most current “approved” mapping for its dams.

The website also provides a link to the County of Marin’s Marin Map website which hosts the latest FEMA flood insurance rate maps (FIRMs), marinwater.org/DamSafety-Program (see “Marin Map webpage” link). The FEMA FIRMs do not integrate dam inundation mapping nor do FIRMs include levee failure inundation mapping. These maps are solely based on creek and overland flooding resulting from hydrologic events and any changes to that approach should be addressed to FEMA directly. As the lead agency for flood control, the County of Marin may inquire with FEMA directly about the appropriate mapping criteria and information that should be included in those products.

MMWD participates and coordinates with the County of Marin emergency response planning and mitigation efforts, including those related to dam inundation.

R5. By December 31, 2023, dam owners should provide the public with easily accessible information on flood risks, as FEMA and National Flood Insurance may not have entirely incorporated the most recent dam inundation maps.

Response – Has been implemented

Explanation: See explanation to R4 above regarding inundation mapping and FEMA flood mapping.

R6. By December 2023, both water districts should begin to explore collaborations with scientific institutions to learn from, expand their toolkit of mitigation strategies, and thus augment the safety of their dams in light of growing risks posed by atmospheric rivers.

Response – Has not yet been implemented

Explanation: MMWD is considering participation with the Center for Western Weather and Water Extremes (CW3E), which is the preeminent organization involved with the science of atmospheric rivers. There are currently only 14 water providers in California that are active members of CW3E’s Water Affiliates Group (WAG). MMWD is exploring a future collaboration with CW3E’s WAG, likely in a joint effort with other Marin County organizations including NMWD. Additionally, MMWD currently participates in webinars and email updates from the California-Nevada Drought Early Warning System, and has participated for the last few years.

Timeframe: MMWD anticipates this will occur by December 31, 2023.

Response Form Continuation – Statements and Explanations
Marin Civil Grand Jury Report
Build More ADUs – An Rx to Increase Marin’s Housing Supply (“Report”)
Report Findings

F7. Impact, connection, and capacity fees vary considerably throughout the County and such fees can be a disincentive to homeowners considering ADU development.

Response – Agree

Statement: The Marin Municipal Water District (MMWD) agrees that fees associated with the development of Accessory Dwelling Units may vary considerably across different jurisdictions within the County. One possible reason for variation is that each local agency faces a unique combination of operating costs, deferred maintenance and planned future improvements. Therefore, each independent agency must determine the most appropriate methodology for calculating fees to best fit their unique conditions.

MMWD also agrees that fees can be a disincentive to homeowners considering ADU development. MMWD meter installation charges are intended to recover the associated labor, equipment and material costs for the work. In order to provide pricing options to our customers, the District does allow a property owner to hire their own qualified contractor to perform water service installations. See response to R4 for more on ADU connection fees.

R4. By December 1, 2023, begin a feasibility assessment of waiving or significantly lowering impact and connection fees for units smaller than 750 square feet

Response – This recommendation has been implemented.

Statement: In consideration of fees related to all new ADU development, the Board of Directors approved changes to the District’s municipal code. First in 2019 and then again in 2020, Ordinances 445 and 446 removed requirements for separate metering and payment of connection fees for certain common types of ADUs including those units smaller than 750-square-feet. In addition, going beyond state mandates, the District established criteria upon which other types of ADUs may qualify for a waiver to the requirements of separate metering and payment of connection fees. Where a connection fee for an ADU smaller than 750-square-feet is applicable, the current average fee is approximately \$3,406.

Approval Item

TITLE

Marin-Sonoma Regional Conveyance Project

RECOMMENDATION

Authorize the General Manager to negotiate and execute a Professional Services Agreement with Carollo Engineers not to exceed nine hundred thirty-six thousand three hundred eighty-six dollars (\$936,386) to provide engineering services to develop a preferred alternative for the Marin Sonoma Regional Conveyance Project

SUMMARY

On February 28, 2023, the Board adopted the Integrated Water Supply Roadmap that includes a range of short-term projects and more complex, long-term water supply projects. Staff recently reviewed proposals from Stantec and Carollo Engineers (Carollo) for preliminary engineering services for the Marin-Sonoma Regional Conveyance Project that will enable the delivery of supplemental winter water from the Russian River to a District reservoir. Carollo's proposal and interview responses reflected a deeper understanding of the project complexities. This item was recently reviewed at the August 18, 2023 Operations Committee meeting and was referred to the full board for consideration.

DISCUSSION

The Marin-Sonoma Regional Conveyance Project (Project) was developed as part of the Strategic Water Supply Assessment (SWSA) and is a key component of the District's long-term water supply strategy. Staff reviewed proposals from two engineering firms: Stantec and Carollo Engineers. In review of the proposals, Carollo demonstrated exceptional attention to detail and awareness in key areas, such as coordination with other project consulting teams, the potential role and impact of stakeholders, including private landowners, as well as understanding permitting requirements and the significance of PG&E's role, particularly for rural alignments. Carollo has proposed a scope of work that addresses the engineering challenges as well as integrating environmental and stakeholder considerations. Distinct from the high-level evaluation that was conducted as part of the SWSA, this phase of work will delve into details such as hydraulic modelling, right-of-way assessments, permitting requirements, environmental and cultural impacts, as well as assessment and comparison of constructability factors such as soil types, underground utility congestion and traffic impacts. This level of detail will lead to a credible and comprehensive alternatives analysis, which will help ensure that the Project schedule is not impacted due to insufficient data or analysis. Both proposals had similar schedules with Stantec identifying a preferred alternative in July 2024 and Carollo by May of 2024.

Carollo has a good record of timely accomplishment with the District, having delivered design drawings and bid documents for the Emergency Intertie Project in just four months under very challenging conditions. The Emergency Intertie Project required interface and coordination with vendors, multiple jurisdictions, and specialist consulting teams working on bridge structural components, as well as environmental consultants, natural resource agencies, and private stakeholders such as Chevron and Union Pacific, in addition to detailed coordination with Caltrans. Carollo has proposed that the same team and team-members be assigned to the Project. Staff is confident that the Carollo team provides the District the necessary experience, skills and resources to complete this work successfully.

ENVIRONMENTAL REVIEW

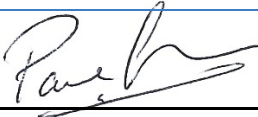

There are no environmental impacts associated with this feasibility and pre-design work.

FISCAL IMPACT

The total cost impact associated with the proposed agreement is \$936,386. Funds are included in the Adopted FY 2023-25 Budget. In addition, the District has approximately \$1.3M in remaining grant funding available to support Roadmap water supply projects from the Division of Water Resources who awarded the District \$2 million for water supply projects.

ATTACHMENT(S)

- 1. Carollo Scope of Work
- 2. Carollo Budget

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Water Resources	 Paul Sellier Water Resources Director	 Ben Horenstein General Manager

Marin Municipal Water District
Conveyance Improvements Project

SCOPE OF SERVICES

TASK 1 - PROJECT MANAGEMENT

TASK 1.1 - PROJECT ADMINISTRATION

Consultant will administer the project to maintain project schedule and budget. The project progress and budget status will be included in monthly progress reports that will be attached to billing invoices submitted to the District. Additionally, the monthly progress report will include a list of work completed for the invoice period and anticipated work efforts for the next invoice period.

TASK 1.2 - DEVELOP PROJECT WORK PLAN

Consultant to develop a detailed Project Work Plan (PWP). The PWP will serve as both a project procedures manual to govern day-to-day direction, including schedules, budgets, resource utilization, and information management systems and how the project will be implemented.

TASK 1.3 - CONDUCT KICKOFF MEETING

The Consultant will attend and manage the project kickoff meeting. Topics of discussion will include communications, schedule of meetings, project schedule and coordination between all parties.

Consultant will provide an agenda prior to the meeting and provide meeting minutes and action items following the kickoff.

TASK 1.4 - CONDUCT STATUS MEETINGS (BI-WEEKLY)

Consultant will conduct bi-weekly project coordination meetings with District staff to keep the project team updated on all ongoing activities. Meetings will be conducted using a platform agreeable to the District such as MSTEams, Zoom, Skype, or Go To Meeting.

Consultant will prepare a standing agenda and meeting minutes for each meeting. Bi-weekly project coordination meetings will be one (1) hour in length on a mutually agreed upon day of the week.

TASK 1.5 - ATTEND MMWD OUTSIDE CONSULTANT COORDINATION MEETINGS

Consultant will attend coordination meetings with the District's other in-house consultant teams as needed. This includes the environmental team (ESA) and team(s) performing other water supply planning or design efforts including storage improvements. We have provided an allowance of 60 hours for this task.

TASK 1.6 - IMPLEMENT QUALITY MANAGEMENT

Consultant will implement and maintain its standard quality management program for the project. All deliverables will be reviewed in accordance with the quality management program prior to being submitted to the District for review.

TASK 1 DELIVERABLES:

- Monthly progress reports.
- Meeting agendas and notes.

TASK 1 ASSUMPTIONS:

- Schedule to be nine (9) months.
- Kickoff meeting to be in person at District offices.

TASK 2 - DEVELOP DATA AND REQUIREMENTS

TASK 2.1 - REVIEW EXISTING DOCUMENTS

A review of existing information, related documents, and record drawings will be performed for the District's existing water facilities, Sonoma County Water Agency's (SCWA) existing water transmission system and other facilities that may be a part of the alternatives analysis. Additional documents pertinent to development of system hydraulics and alternative layouts to be evaluated will be requested from the District or other agencies as needed. An initial list of existing documents to review include the following, but not limited to:

- 2022 Strategic Water Supply Assessment Draft Report including appendices
- Water Resources 2040 Plan
- Kastania Pump Station Operations (2022) by Kennedy Jenks
- SCWA Water Supply Agreement
- MMWD's In-System "Bottleneck" Study (2022, as available)
- Water Shortage Contingency Plan (2021)
- Urban Water Management Plan (2021)
- Existing mapping data including:
 - Topography
 - Cadaster
 - Utility networks (MMWD and key SCWA facilities)
 - Biological and cultural resources
- Geologic and geotechnical information
- Record drawings of relevant District assets

TASK 2.2 - CONFIRM PROJECT GOALS, CRITERIA, AND ALTERNATIVES

TASK 2.2.1 - IDENTIFY INITIAL ALTERNATIVES

Consultant to work closely with District staff to identify project goals, constraints, assumptions, and criteria.

As part of this task, Consultant will identify the initial alternatives to be evaluated.

TASK 2.2.2 - CONDUCT PROJECT GOALS, CRITERIA, AND ALTERNATIVES WORKSHOP

Consultant will then conduct a project goals, criteria and alternatives workshop with District staff to discuss the project goals, constraints, assumptions, and criteria. The initial list of alternatives will also be discussed.

TASK 2.3 - DEVELOP DATA FOR ALTERNATIVES EVALUATION

Under this task, the Consultant will augment the data reviewed in Task 2.1 and develop data to support the Alternatives Evaluation (Task 3) including, but not limited to:

- Additional topographic and cadastral map data, whether from the public domain or surveyed by the Consultant
- Incorporation of data concerning biological and cultural resources and associated constraints (provided by ESA)
- Land use designations and restrictions including conservation easements
- Transportation networks including roads, bikeways, and mass transit
- Utility record drawings (for utilities other than MMWD)

TASK 2.4 - DEVELOP DRAFT PROJECT GOALS, CRITERIA, AND ALTERNATIVES TECHNICAL MEMORANDUM

Under this task, the Consultant will develop a draft Project Goals, Criteria, and Alternatives Technical Memorandum (TM). The TM will summarize all work developed under Task 2.

TASK 2.4.1 - CONDUCT TM REVIEW MEETING

A TM review meeting will be conducted after the District has reviewed the draft TM.

TASK 2.5 - DEVELOP FINAL PROJECT GOALS, CRITERIA, AND ALTERNATIVES TM

After the TM review meeting, Consultant will revise the draft TM and provide the District with a final Project Goals, Criteria, and Alternatives TM. A comments response log will be provided that addresses all District review comments and the log provided to the District:

TASK 2 DELIVERABLES:

- Project Goals, Criteria, and Alternatives Workshop agenda, materials, and meeting minutes.
- Draft Project Goals, Criteria, and Alternatives TM (PDF electronic copy).
- TM review meeting agenda, and meeting minutes.
- Final Project Goals, Criteria, and Alternatives TM (PDF electronic copy).
- Project Goals, Criteria, and Alternatives TM comment response log.

TASK 2 ASSUMPTIONS:

- Workshops to be in person at District offices.
- TM review meetings to be virtual.
- A total of eight (8) initial alternatives to be evaluated under this task.
- Task 2 to occur in the 2023 calendar year.

TASK 3 - EVALUATE PROJECT ALTERNATIVES

TASK 3.1 - SCREEN ALTERNATIVES

Under this task, the Consultant will develop the Screening Criteria and Evaluation Framework for the alternative's evaluation phase of the project. The Screening Criteria may include, but not limited to:

- Water Storage Benefits
- Construction Costs

- Right of Way (ROW) and Easement Requirements
- Operational Constraints and Benefits
- Environmental and stakeholder impacts and constraints
- Other criteria as needed

The Evaluation framework will also be identified and developed under this task.

TASK 3.1.1 – CONDUCT SCREENING CRITERIA AND EVALUATION WORKSHOP

Consultant will then conduct a Screening Criteria and Evaluation Workshop with District staff to discuss the project screening criteria and evaluation framework. The screening criteria and evaluation framework will include any modifications and/or additions as discussed in the workshop.

TASK 3.1.2 - DEVELOP DRAFT SCREENING CRITERIA AND EVALUATION TM

Under this task the Consultant will develop a draft Screening Criteria and Evaluation TM. The technical memorandum will summarize all work developed under Task 3.1.1.

TASK 3.1.3 - CONDUCT TM REVIEW MEETING

Under this task, the Consultant will conduct a technical memorandum review meeting after the District has reviewed the draft TM.

TASK 3.1.4 - DEVELOP FINAL SCREENING CRITERIA AND EVALUATION TM

After the TM review meeting, the Consultant will develop a Final Screening Criteria and Evaluation TM incorporating District review comments. A comments response log will be provided that addresses all District review comments and the log provided to the District.

TASK 3.2 - DEVELOP AND EVALUATE ALTERNATIVES

The Consultant will develop and evaluate alternatives not screened out to narrow the list to a preferred alternative(s) for Preliminary Design in Task 4. The preferred alternative(s) will be selected based on analyses presented in the following subtasks and presented to the District in a Preferred Alternative Selection Workshop and formalized in a Preferred Alternative Selection TM.

TASK 3.2.1 - FURTHER DEVELOP ALTERNATIVES.

Consultant will develop more detailed information as needed to support the alternatives evaluation. Such information might include:

- Exploration of potential constructability challenges including utility conflicts
- Development of conceptual plans, profiles and sections of key aspects of each alternative

TASK 3.2.2 - INCORPORATE ALTERNATIVE PERFORMANCE ANALYSIS (BY W&C)

Consultant will provide information to District's alternative performance consultant Woodard & Curran (W&C) as needed to model the key aspects of each alternative. Example inputs include flow rates and operational costs. W&C will then perform GoldSIM modeling of each screened alternative to assess project performance and establish cost/benefit metrics for inclusion in the Consultant's preferred alternative selection process.

Alternatives will be evaluated as standalone projects as well as in combination with proposed storage alternatives being evaluated under a separate effort.

Consultant will incorporate modeling results provided by W&C into the overall alternatives evaluation.

TASK 3.2.3 - ASSESS ENVIRONMENTAL & CULTURAL IMPACTS (BY ESA)

Consultant will provide information to the District's environmental consultant (ESA) to inform ESA's assessment of environmental and cultural impacts of each alternative for use by the Consultant in the preferred alternative selection process.

Consultant will environmental and cultural impact results provided by ESA into the overall alternatives evaluation.

TASK 3.2.4 - ASSESS CONSTRUCTABILITY

The Consultant will evaluate the constructability of each alternative for consideration in the selection process.

The constructability evaluation shall include, but is not limited to:

- Pipeline construction methods
- Construction access
- Construction installation risk assessment
- Right-of-Way, land acquisition requirements, and conservation easement restrictions
- Existing utility conflicts
- Material and earthwork hauling
- Electrical power requirements and PG&E availability
- Traffic impacts
- Permitting requirements
- NEPA/CEQA process impacts to project implementation (ESA will provide relevant work restrictions based on ESA's NEPA/CEQA analysis)

TASK 3.2.5 - ESTIMATE LIFE CYCLE COSTS

The consultant will estimate life-cycle cost of each alternative including, but not limited to, costs for:

- Preparation of Bid Documents
- Construction
- Annual Operation and maintenance costs
- Right-of-Way and property acquisition
- Permitting costs
- NEPA/CEQA compliance, in coordination with ESA
- Cost of increased water purchases (if applicable)

TASK 3.2.6 - IDENTIFY PERMITTING AGENCIES AND REQUIREMENTS

Under this task, the Consultant will identify permitting agencies to be coordinated with for each alternative alignment. The actual permit such as encroachment, license or easement will be identified along with permit requirements. Approximate permit fees will also be identified. A contact person for each permitting agency will be identified with full contact information for future use.

TASK 3.2.7 - CONDUCT HYDRAULIC MODELING

Consultant will conduct hydraulic modeling analysis for each alternative to identify required components. The modeling will identify components such as pipeline diameter, pump station(s), shut off valve(s), and other required hydraulic components.

TASK 3.2.8 - IDENTIFY RIGHT OF WAY AND EASEMENT REQUIREMENTS

Under this task, Consultant will identify any right-of-way (ROW) and/or private easement requirements for each alternative. The Consultant will identify both permanent and temporary construction easements and where they will be required.

TASK 3.2.9 – CONDUCT PREFERRED ALTERNATIVES SELECTION WORKSHOP

The Consultant will prepare a Draft Preferred Alternative Selection TM which presents the findings of Tasks 3.2.1 through 3.2.8, and identifies preferred alternative(s).

TASK 3.2.10 - DEVELOP DRAFT PREFERRED ALTERNATIVE SELECTION TM

Under this task the Consultant will develop a Draft Preferred Alternative Selection TM. The technical memorandum will summarize all of the work developed under Task 3.2 and identify the Preferred alternative that will be taken into the preliminary design phase at a later date.

TASK 3.2.11 - CONDUCT TM REVIEW MEETING

Under this task, the Consultant will conduct a technical memorandum review meeting after the District has reviewed the draft TM.

TASK 3.2.12 - DEVELOP FINAL PREFERRED ALTERNATIVE SELECTION TM

After the technical memorandum review meeting, Consultant will revise the draft TM and provide the District with a Final Preferred Alternative Selection TM. A comments response log will be provided that addresses all District review comments and the log provided to the District.

TASK 3.3 - MMWD BOARD OF DIRECTORS PRESENTATION

Under this task, the Consultant will coordinate with District staff to prepare presentation materials and present the findings of the draft Preferred Alternative Selection TM to the MMWD Board of Directors for approval. Feedback provided by the Board will be incorporated into a Final Preferred Alternative Selection TM.

TASK 3 DELIVERABLES:

- Screening Criteria and Evaluation Workshop agenda, materials, and meeting minutes.
- Draft Screening Criteria and Evaluation TM (PDF electronic copy).
- TM Review Meeting agenda, and meeting minutes
- Final Screening Criteria and Evaluation TM (PDF electronic copy).
- Screening Criteria and Evaluation TM comment response log.
- Preferred Alternatives Selection Workshop agenda, materials, and meeting minutes.
- Draft Preferred Alternatives Selection TM (PDF electronic copy).
- TM review meeting agenda, and meeting minutes.
- MMWD Board of Directors presentation and supporting materials.
- Final Preferred Alternatives Selection TM (PDF electronic copy).

- Preferred Alternatives Selection TM comment response log.

TASK 3 ASSUMPTIONS:

- Workshops to be in person at District offices.
- TM review meetings to be virtual.
- A total of four (4) alternatives to be evaluated under this task.
- No transient (surge) analysis to be completed under this phase of the project.
- No desktop geotechnical evaluation to be completed under this phase of the project.
- No trenchless construction evaluation to be completed under this phase of the project.

DRAFT

ESTIMATED ENGINEERING HOURS AND COSTS
Marin Municipal Water District
Conveyance Improvements Project

Item Number: 04
Attachment: 02



TASK	CAROLLO															OTHER DIRECT COSTS								COST SUMMARY					
	Prudhel	Taylor	Marshall	Kriss/Zappone	Baune	Coulter	Whitehouse	Avon	Huang	Humpherys	Shankel	Mitchell	Subtotals		PECE	Subconsultants				Subtotals	Sub-consultant	Misc. Costs and Printing	Travel	Total ODCs	Total Cost				
	PIC	PM	QM	TA	PE	Pipeline Engineer	Pump Station Engineer	Trenchless	Hydraulic Modeling	Transient Analysis	Permitting	AP	GIS/CADD Sr. Tech.	GIS/CADD Tech.	Clerical	Cinquini & Passorino	Miller Pacific	ARWS	Uxaro										
	2023 Rates	\$349	\$349	\$349	\$349	\$330	\$263	\$311	\$330	\$311	\$330	\$311	\$214	\$224	\$161	\$143	\$14.00												
2024 Rates	\$366	\$366	\$366	\$366	\$347	\$276	\$327	\$347	\$327	\$347	\$327	\$225	\$235	\$169	\$160	\$15.00													
Column	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Hours	Budget	18	19	20	21	22	23	24	25				
Task 1 - Project Management																													
1.1 Project Administration	28	40	0	0	0	14	0	0	0	0	0	0	28	0	28	138	\$39,532	\$2,070	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$0	\$2,570	\$42,102
1.2 Develop Project Work Plan	0	2	0	0	4	0	0	0	0	0	0	4	0	0	2	12	\$3,320	\$180	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180	\$3,500
1.3 Conduct Kickoff Meeting	2	2	0	0	4	0	0	0	0	0	0	4	0	0	2	14	\$4,052	\$210	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$150	\$460	\$4,512	
1.4 Conduct Status Meetings (Bi-Weekly) (28 Meetings)	14	28	0	0	28	56	14	0	4	0	4	28	0	0	14	190	\$56,138	\$2,850	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,850	\$58,988	
1.5 Conduct MMWD Outside Consultant Coordination Meetings	4	16	0	0	16	8	0	0	0	0	0	8	0	4	4	60	\$18,156	\$900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$900	\$19,056	
1.6 Implement Quality Management	0	2	4	0	4	0	0	0	0	0	0	0	0	0	0	10	\$3,584	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$3,734	
Task 1 Total Hours	48	90	4	0	56	78	14	0	4	0	4	44	28	4	50	424													
Task 1 Total Budget	\$17,568	\$32,940	\$1,464	\$0	\$19,432	\$21,528	\$4,578	\$0	\$1,308	\$0	\$1,308	\$9,900	\$6,580	\$676	\$7,500	\$124,782	\$6,360	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$150	\$7,110	\$131,892		
Task 2 - Develop and Maintain Project Schedule																													
2.1 Review Existing Documents	0	2	0	0	8	16	4	0	2	0	0	16	0	0	0	48	\$12,836	\$672	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$672	\$13,508
2.2 Confirm Project Goals, Criteria and Alternatives	4	8	0	0	12	32	4	0	0	0	0	56	0	20	8	144	\$34,156	\$2,016	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$150	\$2,316	\$36,472	
2.3 Develop Data for Alternatives Evaluation	0	4	0	0	8	16	4	0	2	0	0	32	0	4	4	74	\$18,174	\$1,036	\$15,300	\$0	\$0	\$0	\$15,300	\$1,530	\$0	\$0	\$17,866	\$36,040	
2.4 Develop DRAFT Project Goals, Criteria and Alternatives TM	8	12	8	4	20	40	0	0	0	0	0	40	0	12	12	156	\$40,496	\$2,184	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,184	\$42,680	
2.5 Develop FINAL Project Goals, Criteria and Alternatives TM	2	4	2	2	4	8	0	0	0	0	0	8	0	4	4	38	\$9,842	\$532	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$532	\$10,374	
Task 2 Total Hours	14	30	10	6	52	112	12	0	4	0	0	152	0	40	28	460													
Task 2 Total Budget	\$4,886	\$10,470	\$3,490	\$2,094	\$17,160	\$29,456	\$3,732	\$0	\$1,244	\$0	\$0	\$32,528	\$0	\$6,440	\$4,004	\$115,504	\$6,440	\$15,300	\$0	\$0	\$0	\$15,300	\$1,530	\$150	\$150	\$23,570	\$139,074		
Task 3 - Evaluate Project Alternatives																													
3.1 Screen Alternatives	12	12	10	0	20	48	0	0	0	0	0	48	0	8	14	172	\$46,884	\$2,580	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$150	\$2,880	\$49,764	
3.2 Develop and Evaluate Alternatives	26	80	44	34	184	440	100	0	68	0	52	616	4	256	136	2040	\$527,776	\$30,600	\$11,300	\$0	\$15,000	\$5,000	\$31,300	\$3,130	\$300	\$300	\$65,630	\$593,406	
3.3 MMWD Board of Directors Presentation	2	8	0	0	8	8	0	0	0	0	0	16	16	24	4	86	\$20,660	\$1,290	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$150	\$1,590	\$22,250	
Task 3 Total Hours	40	100	54	34	212	496	100	0	68	0	52	680	20	288	154	2298													
Task 3 Total Budget	\$14,640	\$36,600	\$19,764	\$12,444	\$73,564	\$136,896	\$32,700	\$0	\$22,236	\$0	\$17,004	\$163,000	\$4,700	\$48,672	\$23,100	\$595,320	\$34,470	\$11,300	\$0	\$15,000	\$5,000	\$31,300	\$3,130	\$600	\$600	\$70,100	\$665,420		
Total Hours	102	220	68	40	320	686	126	0	76	0	56	876	48	332	232	3182													
Total Cost	\$ 37,094	\$ 80,010	\$ 24,718	\$ 14,538	\$ 110,156	\$ 187,880	\$ 41,010	\$ -	\$ 24,788	\$ -	\$ 18,312	\$ 195,428	\$ 11,280	\$ 55,788	\$ 34,604	\$ 835,606	\$ 47,270	\$ 26,600	\$ -	\$ 15,000	\$ 5,000	\$ 46,600	\$ 4,660	\$ 1,350	\$ 900	\$ 100,780	\$ 936,386		

Approval Item

TITLE

Approve Amendment No. 2 to the Professional Services Agreement with Regional Government Services (RGS) to not exceed \$200,000

RECOMMENDATION

Approve Amendment No. 2 to the professional services agreement with Regional Government Services to increase the not to exceed dollar amount by \$200,000, extend the prosecution of work date through December 31, 2026 and to adjust the agreed upon schedule to reflect RGS' current rates for services and authorize the General Manager to finalize and execute the amendment

DISCUSSION

On December 9, 2021, the Marin Municipal Water District entered into an agreement with RGS, a qualified consulting firm, experienced in providing classification, compensation and qualifications-based recruitment and selection services for an amount not to exceed \$100,000. The District has benefited from these services over the past two year in moving forward with several critical District recruitments. The District and other public sector employers are experiencing higher than usual vacancy rates mostly caused by retirements. Considering the continuing trend of retirements and the District's retirement eligible workforce, staff finds it prudent to have services in place to assist with backfilling our critical positions in a timely manner.

Staff proposes a second amendment to the agreement for an amount not to exceed \$200,000 to ensure the District has the necessary recruitment services available over the course of the next few years. Staff will utilize these services as needed to assist in timely and effective recruitment to fill District vacancies.

The District will pay for services based on the current fee schedule and the agreement will extend through December 31, 2026. All other terms of the agreement would remain the same as set forth in the original Agreement.

FISCAL IMPACT

The Agreement will result in a \$200,000 impact over approximately three years, as the services will be used on an as-needed basis. Funds for these services will be budgeted within the Human Resources Division budget over the next three years.

ATTACHMENT(S)

1. Miscellaneous Agreement No. 5990, between Marin Municipal Water District and RGS
2. Amendment No. 1, extending the Prosecution of Work date for Agreement No. 5990

3. Proposed Amendment No. 2

DEPARTMENT OR DIVISION	DEPARTMENT MANAGER	APPROVED
Human Resources		
	Vikkie Garay Human Resources Manager	Ben Horenstein General Manager

AGREEMENT FOR PROFESSIONAL SERVICES

The following is an agreement between **Marin Municipal Water District**, hereinafter "District", and **Regional Government Services** hereinafter, "Consultant".

WHEREAS, Consultant is a duly qualified consulting firm, experienced in providing classification, compensation and qualifications-based recruitment and selection services.

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of the Consultant to provide recruitment, selection, classification and compensation services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART A-- SPECIFIC PROVISIONS:

1. DESCRIPTION OF SERVICES AND PAYMENT: Except as modified in this agreement, the services to be provided and the payment schedule are:

- a. The scope of work covered by this agreement shall be that included in Attachment A of this agreement.
- b. The fee and fee payment for such work shall be as stipulated under the fee schedule included in Attachment B of this agreement and shall not exceed \$100,000 in total.

PART B-- GENERAL PROVISIONS

1. ASSIGNMENT/DELEGATION: Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. STATUS OF CONSULTANT: The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Consultant is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits District provides its employees.

3. INDEMNIFICATION: District is relying on professional ability and training of the Consultant as a material inducement to enter into this agreement. The Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional

practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of the Consultant's work by District shall not operate as a waiver or release.

- a. Consultant expressly agrees to defend, indemnify and hold harmless District, its officers, agents, and employees from and against any and all loss, liability, expense, claims, suits and damages, including attorneys' fees, to the extent arising out of or pertaining or relating to Consultant's, its associates', employees', subconsultants', or other agents' negligence, recklessness, or willful misconduct, in the operation and/or performance under this Agreement. Notwithstanding the foregoing and for the avoidance of doubt, nothing herein shall be interpreted as obligating Consultant to indemnify District against its own negligence or willful misconduct.
- b. With respect to all other than professional services under this agreement, Consultant shall indemnify, hold harmless, release and defend District, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including attorney's and expert fees and witness costs that may be asserted by any person or entity, including the Consultant, to the extent arising out of or in connection with this agreement and the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the negligence or willful misconduct of District. Notwithstanding the foregoing and for the avoidance of doubt, nothing herein shall be interpreted as obligating Consultant to indemnify District against its own negligence or willful misconduct.

This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the District or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. PROSECUTION OF WORK: The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed by December 31, 2022, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance ("Acts"), or other situations beyond the Consultant's control, the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed by such Acts.

5. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bills and payment shall be made in writing (email acceptable) and may be given by personal delivery, email, or by mail. Notices, bills and payments sent by mail should be addressed as follows:

District: Marin Municipal Water District
Attn: Vikkie Garay, Human Resources Manager
220 Nellen Avenue
Corte Madera CA 94925

CONSULTANT: Regional Government Services
Attn: Contracts / Richard H. Averett, Executive Director
P.O. Box 1350
Carmel Valley, CA 93924
Ph.# (650)587-7303
E: contracts@rgs.ca.gov

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

6. MERGER: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856 and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

7. SEVERABILITY: Each provision of this agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.

8. TERMINATION: At any time and without cause, the either Party shall have the right in its sole discretion, to terminate this agreement by giving a written 30-day notice to the other. In the event of such termination, District shall pay the Consultant for services rendered to the termination date.

In addition, if the Consultant should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this agreement, District may terminate this agreement by giving the Consultant written notice of such termination, stating the reason for such termination. In such event, the Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by the Consultant bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by District, which shall be reasonably substantiated, by virtue of the breach of the agreement by the Consultant.

9. TRANSFER OF RIGHTS/OWNERSHIP OF DATA: The Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and right to ideas, in and to all versions of any District plans and specifications, reports, video tapes, photographs, and documents now or later prepared by the Consultant in connection with this contract.

The Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this agreement, and to refrain from taking any action which would impair those rights. The Consultant's responsibilities under this contract will include, but not be limited to, placing proper notice of copyright on all versions of District plans and specifications, reports and documents as District may direct, and refraining from disclosing any versions of the reports and documents to any third party without first obtaining written permission of District. The Consultant will not use, or permit another to use, any District plans and specifications, reports and documents in connection with this or any other project without first obtaining written permission of District.

All materials resulting from the efforts of District and/or the Consultant in connection with this project, including documents, reports, calculations, maps, photographs, video tapes, computer programs, computer printouts, digital data, notes, and any other pertinent data are the exclusive property of District. Reuse of these materials by the Consultant in any manner other than in conjunction with activities authorized by District is prohibited without written permission of District.

Notwithstanding the foregoing, all methodologies, know-how, industry knowledge and descriptions of the same, and other reusable information and works of authorship that Consultant has used in connection with the services or deliverables whether developed, enhanced or acquired prior to or during Consultant's performance of the services, are and shall remain Consultant's proprietary property ("Consultant Intellectual Property") and shall not be deemed "works made for hire."

10. COST DISCLOSURE: In accordance with Government Code Section 7550, the Consultant agrees to state in a separate portion of any report provided District, the numbers and amounts of all contracts and subcontracts relating to the preparation of the report.

11. NONDISCRIMINATION: The Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or physical handicap.

12. EXTRA (CHANGED) WORK: Extra work may be required. The Consultant shall not proceed nor be entitled to reimbursement for extra work unless that work has been authorized, in writing, in advance, by District. The Consultant shall inform the District as soon as it determines work beyond the scope of this agreement may be necessary and/or that the work under this agreement cannot be completed for the amount specified in this agreement. Failure to notify the District shall constitute waiver of the Consultant's right to reimbursement.

13. CONFLICT OF INTEREST: The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any

manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

14. INSURANCE: The Consultant shall obtain insurance acceptable to District and such commercial insurance shall be with a company or companies with a Best's rated carrier of at least "A". The required documentation of such insurance shall be furnished to District at the time the Consultant returns the executed contract. The Consultant shall not commence work nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved.

District acknowledges that Consultant, as a public agency may, pursuant to California Government Code Section 990, satisfy the insurance requirements set forth herein with a combination of self-insurance and self-insured pool insurance.

The Consultant shall have and maintain at all times during the life of this agreement, up to the date of acceptance, the following policies of insurance:

- a. **Workers' Compensation Insurance:** Workers' Compensation Insurance to cover its employees, as required by the State of California, and shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. All Workers' Compensation policies shall be endorsed with the following specific language:

"This policy shall not be canceled without first giving thirty (30) days prior notice to District,
Attn: Vikkie Garay, Human Resources Manager
220 Nellen Avenue, Corte Madera, CA 94925, by certified mail."

The Workers' Compensation Insurance self-insured deductibles and retentions for both the Consultant and its subcontractors shall not exceed \$10,000.

- b. **Public Liability Insurance:** Personal Injury (including bodily injury) and Property Damage Insurance for all activities of the Consultant and its subcontractors arising out of or in connection with this agreement, written on a commercial general liability form which provides coverage at least as broad as ISO Commercial General Liability Occurrence Form CG 00 01 11 85 or 88 or any subsequent revision or equivalent including benefit contractual coverage, completed operations coverage, Consultant's protective coverage, and automobile coverage. The automobile coverage should be at least as broad as ISO Business Auto Form CA001 edition 187 or equivalent including employer's non-ownership liability. All deductibles or self-insured retentions shall not exceed \$50,000. Coverage in an amount not less than \$1,00,0000 combined single limit personal injury, including bodily injury, and

property damage for each occurrence is required. Each such policy shall be endorsed with the following language:

1. The Marin Municipal Water District, its officers, agents, employees and volunteers are additional insureds under this policy.
2. The insurance shall be primary as respects the insured shown in the schedule above.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the District.
4. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured.

Consultant's policy shall be endorsed with "Attachment C - Additional Insured Endorsement" form.

The General Aggregate Limits of Insurance in the referenced policies shall be twice occurrence limit.

- c. Professional Liability Insurance: The Consultant shall procure and maintain throughout the term of this agreement, Professional Liability Insurance in an amount not less than \$1,000,000. All insurance deductibles or self-insured retentions shall not exceed \$50,000. All Professional Liability Insurance policies shall be endorsed with the following specific language:
 - (i) This policy shall not be canceled without first giving thirty (30) days prior notice to District by certified mail.
- d. Documentation: The following documentation of insurance shall be submitted to District:
 - (i) A Certificate of Insurance for Workers' Compensation Insurance for Consultant. A copy of the required policy endorsements specified in subparagraph a. shall be attached to each such Certificate submitted.
 - (ii) Certificates of Liability Insurance showing the limits of insurance provided. Copies of the required endorsements specified in subparagraphs b. and c. shall be attached to each Certificate submitted.

- e. Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

15. DISPUTE RESOLUTION: Any dispute or claim in law or equity between District and Consultant arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each party shall provide the others with a list of four mediators. The parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the parties, numbering one more than there are parties, will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

16. BILLING AND DOCUMENTATION: The Consultant shall bill District for work on a monthly or agreed upon basis or as articulated in Attachment B and shall include a summary of work for which payment is requested. The summary shall include time and hourly rate of each individual, a narrative description of work accomplished, and an estimate of work completed to date.

17. REASONABLE ASSURANCES: Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise, with respect to performance of either party, the other may, in writing, demand adequate assurance of due performance and until the requesting party receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of the party with respect to performance under this agreement but also conduct with respect to other agreements with parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, not to exceed 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this agreement. Acceptance of any improper delivery,

service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

REGIONAL GOVERNMENT SERVICES

Dated: 12/8/2021

DocuSigned by:
By Richard Averett
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

Dated: 12/9/2021

DocuSigned by:
By Jordyn Bishop for
Sky Woodruff, Authority Counsel

MARIN MUNICIPAL WATER DISTRICT

Dated: _____

By _____
Bennett Horenstein, General Manager

Rev. 1-30-19

service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

REGIONAL GOVERNMENT SERVICES

Dated: _____ By _____
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

Dated: _____ By _____
Sky Woodruff, Authority Counsel

MARIN MUNICIPAL WATER DISTRICT

Dated: _____ By _____
Bennett Horenstein, General Manager

Rev. 1-30-19



Approved As To Form

**REGIONAL GOVERNMENT SERVICES
SCOPE OF WORK
RECRUITMENT, SELCTION, CLASSIFICAITON AND COMPENSATION SERVICES**

Subject to the terms and conditions of this Agreement, RGS shall assign RGS employee(s) to serve as Advisors to Marin Water, which may require performing any or all of the functions described below:

Classification and Compensation Administration: Develop classification and compensation policies and models, review and update job descriptions, establish study protocols and compensation evaluation guidelines; perform analytic classification studies and conduct compensation surveys; and ensure alignment with state and federal laws related to compensation including pay equity, minimum wages and compliance with Fair Labor Standards Act requirements.

Recruitment and Selection/Employment Administration: Develop and administer effective and compliant recruitment and selection/skills-testing processes (written tests, skills test, interviews, etc. as needed), pre-employment and hiring practices (post offer/preemployment background checks and physical exams), and on-boarding of new staff.

1. Provide immediate ongoing human resources consulting services to the Agency. Consulting services include implementation of work on identified priority projects, and also include the following activities as needed:

1.1. Development and coordination of merit based executive and non-executive level recruitments, including but not limited to recruitment strategy development, advertising, sourcing for candidates, testing, interviews, reference checks, and background checks.

1.2. Development or review of classification descriptions and FLSA designation and recommend updates as needed.

1.3. Conduct salary surveys of comparable agencies as needed.

2. Be reasonably available to perform the services during the normal work week. Meet as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS Lead Advisor or Advisors.

3. RGS will maintain open communication lines with Agency staff through written documentation, video conference calls, phone, and e-mail.

4. The work will be done remotely or onsite. During the COVID-19 pandemic restrictions, RGS Advisors may only work onsite with the authority of the RGS Human Resources Services Director. 5. Projects and activities may be modified on request of the Agency. Agency will only be invoiced for the actual hours worked. 6. The RGS team assigned will be led by a Lead Advisor, who will both perform work and direct projects to other RGS staff as needed. RGS

staff, with equal or lower bill rates, will be assigned to projects or tasks at Lead Advisor's discretion

ATTACHMENT B

REGIONAL GOVERNMENT SERVICES FEE SCHEDULE RECRUITMENT, SELCTION, CLASSIFICAITON AND COMPENSATION SERVICES

RGS provides services on an hourly basis, plus direct costs. Work is performed as agreed, and subsequently billed each month based on hours actually worked. Bill rates are as follows:

Title	Hourly Rate
Chief Operating Officer	\$135 to \$220
Deputy Chief Operating Officer	\$130 to \$195
Senior/Lead Advisor	\$125 to \$190
Advisor	\$115 to \$160
Project Advisor	\$105 to \$125
Project Coordinator	\$85 to \$120
Technical Specialist	\$75 to \$115

Direct external costs such as recruitment advertising or testing will be invoiced to Marin Water at cost with no markup. If it is necessary for RGS to be onsite, mileage for site visits will be calculated/invoiced using the current IRS rate.

ATTACHMENT C



REGIONAL GOVERNMENT SERVICES

Item Number: 05
Attachment: 02

SERVING PUBLIC AGENCIES SINCE 2002

AMENDMENT NO. 1 TO MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT

This first amendment to the agreement for professional services between the **MARIN MUNICIPAL WATER DISTRICT** ("Agency") and Regional Government Services Authority, hereinafter called "RGS" is made and entered into this 1st day of January 2023.

RECITALS

The Agency and RGS entered into an Agreement for services dated December 10, 2021. This Amendment is entered into with reference to the following facts and circumstances:

- A. Part B—General Provisions, Section 4, Prosecution of Work, is amended to extend the term of the Work through December 31, 2023.
- B. All other terms and conditions of the Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have caused this Additional Services Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

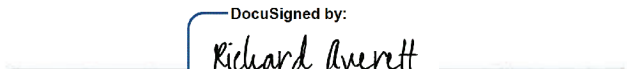
Dated: February 8 2023


Dated: 2/11/2023

Marin Municipal Water District

RGS


Bennett Horenstein, General Manager


Richard H. [Name] ve Director


Approved as to Form



REGIONAL GOVERNMENT SERVICES

SERVING PUBLIC AGENCIES SINCE 2002

AMENDMENT NO. 2 TO MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT

This second amendment to the agreement for professional services between the **MARIN MUNICIPAL WATER DISTRICT** (“Agency”) and Regional Government Services Authority, hereinafter called “RGS” is made and entered into this ___st day of _____ 2023.

RECITALS

The Agency and RGS entered into an Agreement for services dated December 10, 2021. This Amendment is entered into with reference to the following facts and circumstances:

- A. **Part A, Section 1.b., Description of Services and Payment**, is amended to increase the Not To Exceed amount by \$200,000 to a total of \$300,000.
- B. **Part B—General Provisions, Section 4, Prosecution of Work**, is amended to extend the term of the Work through December 31, 2026.
- C. **Attachment B, RGS Fee Schedule**, is amended to remove the rate table and replace it with the following table —

TITLE	HOURLY RATE*
Strategic Services Consultant	\$176
Senior Advisor	\$150
Advisor	\$128
Technical Specialist	\$114
Administrative Specialist	\$102

- D. For clarification, as noted in the Agreement Scope of Work, direct external costs, such as recruitment advertising, testing, and/or mileage will be invoiced to the Agency at cost with no markup and are outside of the indicated Not To Exceed compensation.
- E. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Additional Services Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: _____

Dated: _____

Marin Municipal Water District

RGS

Bennett Horenstein, General Manager

Sophia Selivanoff, Executive Director

RGS provides quality, innovative, cost-effective services exclusively to public agencies.

Main 650.587.7300 Fax 650.587.7311 P.O. Box 1350 Carmel Valley, CA 93924

www.rgs.ca.gov



Informational Item

TO: Board of Directors

FROM: Crystal Yezman, Director of Engineering

THROUGH: Ben Horenstein, General Manager

DIVISION NAME: Engineering

ITEM: Update on Enterprise Resource Program Replacement and Automated Metering Infrastructure Projects

SUMMARY

Staff executed a professional services contract on July 12, 2023, with a well-known information technology consultant for water utilities, Andrew Levine, to perform an independent review of project planning, process and risks associated with implementation of two major upcoming information technology projects; the replacement of the District's Enterprise Resource Program (ERP) and installation of system-wide Automated Metering Infrastructure (AMI). Staff will present the results of that technical review.

DISCUSSION

The District's ERP system has been in use since the early 2000's and is utilized for General Ledger, Accounts Payable, Billing and Account Receivables, Budgeting, Human Resources, Payroll, Purchasing, Asset Management, Inventory, Maintenance Management, Capital Project Management and Financial Reporting. The ERP vendor for the District, SAP, has continued to support and upgrade the current version, but has notified the District that the product has reached its end of life and will no longer be supported after December 2027. A capital project to replace the ERP system is budgeted in the FY24/25 approved budget, with additional expenditures planned for future years.

Concurrently, as part of long term planning efforts, the District identified the installation of advance meter infrastructure (AMI) as a priority to improve water use efficiency. An AMI system provides many benefits to customers, including customer access to real-time water use data, early leak detection and enhanced water conservation. In December 2021, the District entered into an agreement with E Source to develop an AMI Implementation Plan. An AMI Implementation Plan is a roadmap for the District to follow as it transitions to AMI. The AMI Implementation Plan includes a current system assessment, financial analysis, business process impact assessment, and proposed implementation schedule, which was summarized in a final report that was presented to the Board on September 12, 2022, at the District Operations Committee. The final report and recommendations honed in on the complex integration of

various technologies and software applications needed to capitalize on the goals and financial investment of this large complex \$25 million dollar project. Funding for this project has yet to be identified.

In an effort to better plan, implement and understand the risks associated with each of these two projects, staff executed a contract with a technical expert in water utility information technology to provide an independent review. Staff will present the results of that technical review.

FISCAL IMPACT

None

ATTACHMENT(S)

None

Informational

TO: Board of Directors



FROM: Paul Sellier, Director of Water Resources

THROUGH: Ben Horenstein, General Manager



DIVISION NAME: Water Resources

ITEM: Water Supply Storage Improvements Project

SUMMARY

On February 28, 2023 the board adopted the Integrated Water Supply Roadmap that includes a range of short-term projects and more complex, long-term water supply projects. Staff recently reviewed proposals from AECOM, GEI, and TERRA/GeoPentech (TGP) for preliminary engineering services for the Water Supply Storage Improvements Project that will further explore several opportunities for providing additional local reservoir storage capacity. TGP's responses provided through the proposal and interview process demonstrated not only a clear understanding of the engineering challenges and complexities of the project but a keen awareness of the importance of non-technical aspects, such as stakeholder interest. Staff plans to bring an item for approval of a professional services agreement with TGP to the September 19, 2023 Board Meeting for the Board's consideration. As proposed, the agreement with TGP is for engineering services to support development and selection of a preferred alternative for expanding local reservoir storage capacity with an estimated fee not to exceed \$900,521.

DISCUSSION

The Water Supply Storage Improvements Project (Project) was developed as part of the Strategic Water Supply Assessment (SWSA) and is a key component of the District's long-term water supply strategy. Staff received proposals from three engineering firms: AECOM, GEI, and TGP. In their proposal, TGP demonstrated exceptional attention to detail and awareness in key areas such as coordination with the District's other project consulting teams, the potential role of stakeholders, including private landowners, as well as understanding permitting requirements and the significance of a thorough and well developed alternatives screening analysis that remains inclusive to key project stakeholders. TGP has proposed a scope of work that quickly and thoroughly screens out alternatives that do not meet the project goals and addresses the engineering challenges while integrating environmental and stakeholder considerations. This phase of work will expand beyond the high-level evaluation that was conducted as part of the SWSA and delve into details such as hydrologic modeling, areas of potential inundation, right-of-way assessments, permitting requirements, environmental and

cultural impacts, as well as investigating and comparing constructability factors such as soil types, quality and availability of borrow material, and construction costs. This level of detail will lead to a credible and comprehensive alternatives analysis that will help ensure the Project continues on schedule. The three proposals had similar project schedules identifying a preferred alternative by December 2025.

TGP is a joint venture between Terra Engineers, Inc. and GeoPentech, Inc. The two firms have worked together on previous projects of this nature, including San Pablo Dam seismic improvements project which won the 2009 Outstanding Geotechnical Project of the year award from the American Society of Civil Engineers. While smaller than some of their counterparts in this field, TGP has put together a very talented, experienced, and nimble team. The selected project team has a track record of successful completion of water supply projects throughout California including the Del Puerto Canyon Reservoir, Bouquet Canyon Dams, and San Pablo Dam Seismic Upgrades among other major projects. Staff is confident that the TGP team will provide the District the necessary experience, skills and resources to complete this work successfully. Staff will review the proposal with the Board.

ATTACHMENT(S)

1. TGP Scope of Work
2. TGP Fee Proposal

SCOPE OF WORK

The 2023 Strategic Water Supply Assessment Report prepared by the District's Project Team and Jacobs (dated May 2023) outlines ten (10) alternatives for increasing surface water storage across the MMWD by approximately 20,000 acre-ft (AF) of surface storage to improve its resilience and reliability of the MMWD system. The purpose of the specialty engineering services described herein is to refine the evaluation of these alternatives by further quantification and assessment of site-specific factors that influence the selection of a preferred alternative and preliminary design of the selected alternative.

The work for this project is categorized into four main tasks as follows:

- Task 1 - Project Management
- Task 2 - Develop Background Data and Project Requirements
- Task 3 - Evaluate Water Storage Improvement Alternatives
- Task 4 - Preliminary (30%) Design

TGP developed the work breakdown structure (WBS) shown in Figure 1 for each of these tasks, with subtasks that are further divided by main activities. A brief description of the purpose of each of the tasks and the work activities for each of the subtasks is provided herein. The deliverables under each task are listed in the WBS and not repeated herein.

TASK 1 PROJECT MANAGEMENT

1.1 MEETINGS WITH MMWD PROGRAM TEAM

1.1.1 Project Kick-Off Meeting

TGP will meet with key members of the District's Program Team to confirm the goals and objectives of the project, discuss the general approach for the project performance, clearly establish roles and responsibilities as well as protocols for communication and transfer of knowledge, and review key issues critical to each stakeholder. This will be a key opportunity to hear from the District's Program Team on goals, expected challenges, and varying points of view prior to beginning work. Standing agenda and schedule for regular progress meetings as well as District administrative requirements will also be addressed.

1.1.2 Bi-Weekly Progress Meetings with District's Project Admin Staff

TGP will conduct bi-weekly meetings for the District to (a) review the progress of the work (i.e., action items completed or in progress, work accomplished, and activities scheduled); (b) discuss any issues encountered and their disposal, and any issues requiring input or action/decision from the District; and (c) resolve problems as they arise.

1.1.3 Coordination Meetings with District Technical Staff and Other Consultants

TGP will participate in coordination meetings with key technical staff within the District and Woodard & Currant in their areas of leadership or expertise, as well as consultants handling other water supply improvement alternatives, as appropriate.

1.2 PROJECT WORK PLAN AND SCHEDULE

1.2.1 Initial Project Work Plan and Schedule

TGP will prepare a Project Work Plan that lays out how the project will be completed, incorporating District input at the kick-off meeting. The Project Work Plan will include, team organization and roles and responsibilities of team members; overall project approach and communication protocols; contractual scope of work; quality assurance and quality control procedures; cost and schedule monitoring and control, and project reporting; standards for document preparation; document control and project filing; as well as contract administration. TGP will also develop a project schedule using

the Critical Path Method in Primavera P6 that can be used during the course of the project for schedule and budget tracking, and Earned Value Analysis.

1.2.2 Periodic Updates

As the work progresses, TGP will revise the plan and schedule as necessary and communicate key changes to the District. For example, as alternatives are studied under Task 3 it may be possible to accelerate the alternatives evaluation and shorten the lead time for the selection workshop, thereby reaching the final deliverables of Task 3 with optimized efficiency.

1.3 PROJECT MONITORING AND CONTROL

1.3.1 Scheduling, Monitoring, and Control of Project Activities

These project management activities include but are not limited to: monitoring and control of the progress of key activities and deliverables; scheduling and resource allocation; addressing issues as they arise; and, in consultation with the District, adjusting the schedule and the level of effort among tasks as necessary – all to meet the overall project objectives on time and within budget.

1.3.2 Weekly Internal Status Meetings with Task Leaders

TGP's Project Manager will hold regularly scheduled weekly status meetings with Task Leaders and supporting staff as appropriate to monitor the progress of activities and distribution of work, identify situational roadblocks, and take corrective action, if necessary, so that potential problems can be identified and corrected on a timely basis and before they can affect our overall performance of the work. Meeting attendees will be adjusted as appropriate depending on the stage of completion of the work.

1.3.3 Monthly Progress Reports and Invoicing

Monthly Progress Reports will be submitted with each invoice. These reports will include: summary of work performed during the previous month; significant issues encountered and their disposition; activities planned for next reporting period; and assessment of work status and progress against schedule and budget based on results of Earned Value Analysis by task; discussion of any variance, as appropriate; and proposed remedial action, if necessary.

1.3.4 Monitor and Control QA/QC Review Process

TGP's Project Manager will monitor and control the QA/QC review process and conduct periodic quality audits to verify compliance of the project team with the requirements of TGP's internal quality assurance and quality control procedures.

1.3.5 Document Control

The activities in this subtask consist of reviewing and compiling final documents and deliverables for consistency before formal submittal, as well as database compilation and transfer to District file structures.

TASK 2 DEVELOP BACKGROUND DATA AND PROJECT REQUIREMENTS

Relevant existing data will be reviewed and augmented as necessary, and project goals and design criteria established in a workshop with the District. This information will be documented in a Technical Memorandum and used as the basis for the initial screening of storage alternatives

2.1 REVIEW OF EXISTING DOCUMENTS

2.1.1 2023 Water Supply Assessment Report

TGP will review this report and the supporting appendices with a focus on the surface water supply alternatives.

2.1.2 Mapping Data

Relevant existing mapping data including topography, cadaster, utility network locations, and biological and cultural resource maps will be identified and consolidated in GIS format.

2.1.3 Geologic and Geotechnical Information

Existing geologic and geotechnical data, including borings and maps from engineering reports that supported the original design and construction of the existing reservoir facilities, will be consolidated into a project database. As-built drawings and records that have relevant geotechnical data will be added to the record of information. This work will be entirely desktop-based and no new data will be collected as part of this task.

2.1.4 Record Drawings of District Assets

As-built drawings and records that are needed for understanding and mapping the system-wide layout and property rights/easements for the existing facilities will be consolidated into a GIS database.

2.2 PROJECT GOALS, DESIGN CRITERIA, AND ALTERNATIVES WORKSHOP

2.2.1 Review Alternatives, Clarify Descriptions, and Propose Other Alternatives

The Strategic Water Supply Assessment Report will be reviewed and used to define the ten (10) identified surface storage alternatives, as well as clarification and description of the project elements required to complete each alternative; this will serve as a framework to guide the Project Goals Workshop and subsequent Top 4 Selection Workshop in Task 3. A key activity in this subtask will be defining combined alternatives, describing other potential alternatives that are beyond the ten (10) identified and permutations of the ten (10) alternatives that may ultimately achieve the required surface storage augmentation with narrower impacts and/or preferential public acceptance.

2.2.2 Coordinate Approach and Strategy for Environmental Screening with ESA

The TGP Team will coordinate with ESA, the EIR consultant, to refine the strategy and approach for screening of alternatives on environmental criteria and ensure consistency in evaluation approaches across alternatives being considered by MMWD, including the conveyance alternatives. This task includes up to three meetings between the TGP Team and ESA to collaborate and coordinate on the approach to environmental screening. The TGP Team will also coordinate with ESA to establish the approach and methods used to document the alternatives evaluated. The documentation is assumed to include GIS data layers and matrices summarizing the environmental impacts of each alternative including consideration of biological, cultural, agricultural, land use, and other applicable resources.

2.2.3 Conduct Workshop to Confirm Project Goals and Design Criteria

A workshop will be conducted with key District and TGP Team personnel to confirm the understanding of project goals, design criteria, and scope of the ten (10) surface storage alternatives identified in the Strategic Water Supply Assessment Report. In addition, any new strategies and alternatives by either the TGP Team or the District will be presented and discussed.

2.2.4 Document Workshop Outcomes

The workshop outcomes will be documented by in a memorandum that includes the agenda, presentation materials, workshop notes, decisions, and action items.

2.3 DEVELOP DATA FOR ALTERNATIVES EVALUATION

2.3.1 Augment Data from Subtask 2.1 as Necessary

Pertinent geologic and geotechnical information that can be obtained by field reconnaissance will supplement the desktop information from existing reports. Geologists from the TGP Team will perform field geologic reconnaissance to

observe site conditions and identify critical geologic features that could influence the alternatives analysis. Data gaps that can be readily addressed for the alternatives evaluation will be identified and the data will be augmented as appropriate during the completion of this task.

2.3.2 Prepare Background Data and Project Requirements Technical Memorandum

A summary of the data required during Task 3 to support the detailed alternatives evaluation for the final four alternatives will be summarized in a technical memorandum. This technical memorandum will summarize the existing and supplemental data collected in Subtasks 2.1 and 2.3 and the project goals and design criteria established under Subtask 2.2.

TASK 3 EVALUATE WATER STORAGE IMPROVEMENT ALTERNATIVES

The purpose of Task 3 is to select the preferred storage improvement alternative using a formal two-step process that includes:

1. preliminary screening to develop a shortlist of four alternatives based on key evaluation criteria and site-specific data collected during Task 2; and
2. conceptual design of the four shortlisted alternatives to a level that allows a Class 4 cost estimate and data-based semi-quantitative assessment of an expanded list of evaluation criteria.

3.1 SCREEN ALTERNATIVES AND SELECT TOP FOUR

3.1.1 Develop Draft Screening Criteria and Evaluation Framework

TGP will develop a draft memorandum of the proposed screening criteria for review by the District outlining the evaluation framework to be used in the selection of the final four alternatives to be evaluated. At a minimum, this framework will include storage provided, rough order of magnitude capital and operating costs, right-of-way issues, geotechnical considerations, environmental considerations, and public acceptance.

3.1.2 Conduct Screening Workshop with District

The screening criteria and evaluation framework from activity 3.1.1 and the site-specific information compiled during Task 2 will be used to conduct a screening workshop with participation by TGP subject matter experts (SMEs) and the District in a collaborative setting. Workshop attendees will be assigned specific roles and responsibilities based on their expertise and tasked with first evaluating the viability and challenging alternatives that may have a fatal flaw within their defined jurisdiction. For each alternative that passes this level of screening, the SMEs will develop a relative score to differentiate between similar alternatives in a systematic way. At this time, we envision technical leads for categories that include (1) Geotechnical Considerations, (2) Geologic Hazards, (3) Cultural and Environmental Impacts, (4) Right-of-way Considerations, (5) Construction Cost, Logistics and Scheduling, and (6) Community Response. The final four alternatives will be selected based on interactions between the SMEs in the workshop and direct feedback from the participating stakeholders.

3.1.3 Document Workshop Outcomes

Presentation materials, notes, comments, and responses from the workshop will be consolidated into a reference document.

3.1.4 Prepare Alternative Screening Technical Memorandum

A Technical Memorandum will summarize the alternative screening process and results and provide a clear basis for the path taken going forward.

3.2 FURTHER EVALUATE ALTERNATIVES AND SELECT PREFERRED ALTERNATIVE

3.2.1 Further Development of Top Four Alternatives

Once the final four alternatives have been identified, the TGP Team will identify and collect data to fill key gaps that will reduce uncertainty in the design development and preparation of Class 4 cost estimates. It is likely that the data collection phase will be supported by a limited field geotechnical exploration program that may include geotechnical drilling, test pit excavation, as well as limited environmental surveys. The data collection phase will support the design development for all four alternatives including:

- Estimation of Earthwork Quantities
- Mapping of Potential Inundation
- Assessment of Borrow Sources
- Assessment of Stie Staging and Access
- Identification of Haul Routes and Sources of Import Materials
- Investigation of Geotechnical and Geologic Hazards/Concerns
- Development of Conceptual Plans, Profiles and Sections

The above activities will directly support a Class 4 cost estimate that will go beyond assessing relative costs of the alternatives for the required storage augmentation. In addition to the consideration and development of engineering solutions to technical challenges, optimization strategies for developing the alternatives, means of upgrading seismic resiliency and District operational considerations will be included in the conceptual framework for each of the selected four alternatives. This effort leads directly into the final phase of Task 3, the preferred alternative selection workshop.

3.2.2 Provide Input to Woodard & Curran for Performance Analysis

In addition to the data deliverables discussed above, the TGP team will provide input to Woodard & Curran for their Performance Analysis which we understand to be based on a probabilistic risk framework using GoldSim simulation software which is typically used for dynamically modeling complex systems in engineering, science, and business.

3.2.3 Provide Input to ESA for Assessment of Environmental and Cultural Impacts

Environmental and permitting experts on the TGP Team will provide input to ESA for their assessment of environmental and cultural impacts, as well as effectively interpret ESA's input on the relative ranking of the final four alternatives and discussion of the required activities at the EIR stage, including project viability and schedule risks.

3.2.4 Assess Constructability

The constructability of each alternative will be evaluated by the TGP Team to detail the logistics and process required to construct the various alternatives. Constructability will directly affect the construction schedule and cost.

3.2.5 Estimate Life Cycle Costs

Task 2 and Task 3 data will be used by the TGP Team to formulate life-cycle costs of the system upon completion which will again be used in the relative scoring of the four alternatives. It is likely that interaction and input from District personnel and consultants with expertise in systemwide logistics will be critical in this subtask.

3.2.6 Preferred Alternative Selection Workshop and Technical Memorandum

In a manner similar to that described above for the alternative screening workshop, the preferred alternative workshop will be supported by the designation of SMEs in all critical categories to summarize the key issues and present to a selection panel at the final workshop. An effort will be made to outline the conclusions and uncertainties with a specific effort to distinguish between the alternatives with quantified scoring for consideration. Each expert will be prepared to answer questions and provide specific recommendations during this meeting supported by the work conducted in Task

3. The TGP technical lead supervising the work will provide a recommended alternative, scoring for all four alternatives and justification at the conclusion of the presentation of findings. The selection panel, which will be led by the District, will evaluate the material presented and select the preferred alternative.

3.2.7 MMWD Board of Directors Presentation

The TGP Team will document the proceedings of the workshop and the rationale in a technical report, and present the results to the MMWD Board of Directors at the conclusion of Task 3. TGP key personnel will respond to questions and defend the overall process at this presentation.

TASK 4 PRELIMINARY (30%) DESIGN

The details of Task 4 will depend entirely on which alternative is selected during Task 3. However, the outline of work activities presented in the RFP provides a general overview of the tasks required to complete a preliminary (30%) design associated with enlarging an existing reservoir by raising the dam or creating a new reservoir by constructing a new dam. Task 4 would begin with a Design-Level Data Collection program focusing on geotechnical and geologic data required to support drawings and specifications for a water storage system which would include borings, rock coring, test pits, trenches, laboratory testing, geophysical surveying, land surveying and other specialty testing depending on the nature of the engineering solution(s). The results of this work would be summarized in a Geotechnical Data Report which would document the underlying data supporting the design.

The next phase of work would include the preliminary design analyses and reporting. A rough outline of the subtasks included in this task is as follows:

- Provide Project Description and Concept-Level Schematics for CEQA/NEPA
- Define Project Design Criteria and Constraints
- Evaluate Storage vs Reservoir Stage Operational Assumptions
- Develop Design Earthquake and Analyze Seismic Performance of Facilities
- Define Probable Maximum Flood and Analyze Hydraulic Performance of Spillway
- Dam-Break Inundation Analyses
- Evaluate Construction Impacts on Water Supply Operations
- Develop Risk Register with Proposed Mitigations
- Planning-Level Cost Estimate and Construction Schedule

Preliminary (30%) Design Documents would include:

- Civil, Mechanical and Structural Drawings
- Technical Specifications
- Opinion of Probable Construction Cost
- Project Schedule

This work would be conducted in strict adherence to the Division of Safety of Dams (DSOD) standards and guidelines and likely reviewed by an independent technical review board to support the findings.

TASK 1 PROJECT MANAGEMENT

1.1 MEETINGS WITH MMWD PROGRAM TEAM

- 1.1.1 Project Kick-Off Meeting
- 1.1.2 Bi-Weekly Progress Meetings with District's Project Admin Staff
- 1.1.3 Coordination Meetings with District Technical Staff and Other Consultants

1.2 PROJECT WORK PLAN AND SCHEDULE

- 1.2.1 Initial
- 1.2.2 Periodic Updates

1.3 PROJECT MONITORING AND CONTROL

- 1.3.1 Scheduling, Monitoring, and Control of Project Activities
- 1.3.2 Weekly Internal Status Meetings with Task Leaders
- 1.3.3 Monthly Progress Reports and Invoicing
- 1.3.4 Monitor and Control QA/QC Review Process
- 1.3.5 Document Control

TASK 1 DELIVERABLES

Project Work Plan and Schedule
Kickoff Meeting Agenda, Notes, and Action Items
Bi-Weekly Progress Meetings Agendas, Notes, and Action Items
Monthly Progress Report and Invoice

TASK 2 DEVELOP BACKGROUND DATA AND PROJECT REQUIREMENTS

2.1 REVIEW OF EXISTING DOCUMENTS

- 2.1.1 2022 Water Supply Assessment Draft Report
- 2.1.2 Mapping Data
 - Topography*
 - Cadaster*
 - Utility Networks*
 - Biological and Cultural resources*
- 2.1.3 Geologic and Geotechnical Information
- 2.1.4 Record Drawings of District Assets

2.2 PROJECT GOALS, DESIGN CRITERIA, AND ALTERNATIVES WORKSHOP

- 2.2.1 Review Alternatives, Clarify Descriptions, and Propose Other Alternatives
- 2.2.2 Coordinate Approach and Strategy for Environmental Screening with ESA

- 2.2.3 Conduct Workshop to Confirm Project Goals and Design Criteria
- 2.2.4 Document Workshop Outcomes

2.3 DEVELOP DATA FOR ALTERNATIVES EVALUATION

- 2.3.1 Augment Data from Subtask 2.1 as Necessary
- 2.3.2 Prepare Background Data and Project Requirements Technical Memorandum (TM)
 - Draft*
 - Final*

TASK 2 DELIVERABLES

Workshop Presentation Materials, Agenda, Notes and Action Items
Supplemental Data to Support the Alternatives Evaluation
Background Data and Project Requirements TM - Draft and Final

TASK 3 EVALUATE WATER STORAGE IMPROVEMENT ALTERNATIVES

3.1 SCREEN ALTERNATIVES AND SELECT TOP FOUR

- 3.1.1 Develop Draft Screening Criteria and Evaluation Framework Considering
 - Storage Provided*
 - Rough Order of Magnitude Capital Cost*
 - Right of Way Issues*
 - Geotechnical Considerations*
 - Other Factors*
- 3.1.2 Conduct Screening Workshop with District
- 3.1.3 Document Workshop Outcomes
- 3.1.4 Prepare Alternative Screening TM
 - Draft*
 - Final*

SUBTASK 3.1 DELIVERABLES

Workshop Presentation Materials, Agenda, Notes and Action Items
Draft and Final Alternatives Screening TM

3.2 FURTHER EVALUATE ALTERNATIVES AND SELECT PREFERRED ALTERNATIVE

- 3.2.1 Further Development of Top Four Alternatives
 - Estimate Earthwork Quantities*
 - Estimate Inundation Areas*
 - Assess Borrow Sources*
 - Assess Stie Staging and Access*

Identify Haul Routes and Sources of Import Materials
Preliminary Investigation of Geotechnical Concerns
Develop Conceptual Plans, Profiles and Sections

- 3.2.2 Provide Input to Woodard and Curran for Performance Analysis
- 3.2.3 Provide Input to ESA for Assessment of Environmental and Cultural Impacts
- 3.2.4 Assess Constructability
 - Dam and Utility Construction Methods*
 - Construction Impacts on District Operations*
 - Construction Access*
 - Adequacy of Staging and Stockpile Areas*
 - Temporary Site Access/Road Grading/Brush Clearing*
 - Construction Risk Assessment*
 - Right-of-Way, Land Acquisition, and Conservation Easement Restrictions*
 - Existing Utility Conflicts*
 - Material and Earthwork Hauling*
 - Electrical Power Requirements and Availability of Line Power*
 - Permitting Requirements including Environmental, DSOD, and Encroachment*
 - Construction Impacts due to Environmental Restrictions*
- 3.2.5 Estimate Life Cycle Costs
 - Engineering Design*
 - Construction*
 - Annual O&M Costs*
 - Right-of-Way and Property Acquisition*
 - Permitting Costs*
 - Environmental Mitigation*
- 3.2.6 Preferred Alternative Selection Workshop and TM
 - Prepare Initial Draft of Preferred Alternative TM*
 - Conduct Workshop to Review Draft TM and Solicit Input from District*
 - Summarize Workshop Agenda and Notes*
 - Prepare Final Draft of Preferred Alternative TM*

SUBTASK 3.2.6 DELIVERABLES

Draft Preferred Alternative Selection TM
Workshop Agenda, Presentation Materials, Notes and Action Items
Preferred Alternative Selection TM Initial and Final Drafts

- 3.2.7 MMWD Board of Directors Presentation
 - Present Findings of Draft TM to MMWD BOD for Approval*
 - Incorporate BOD Feedback in Final Preferred Alternative Selection TM*

SUBTASK 3.2.7 DELIVERABLES

MMWD BOD Presentation and Supporting Materials
Final Preferred Alternative Selection TM

TASK 4 PRELIMINARY (30%) DESIGN - (SCOPE AND COST DEPENDS ON PREFERRED ALTERNATIVE SELECTION)

4.1 DESIGN-LEVEL DATA COLLECTION

- 4.1.1 Geotechnical Explorations and Site Characterization
- 4.1.2 Land Surveying

4.2 PRELIMINARY DESIGN ANALYSES AND REPORTS

- 4.2.1 Provide Project Description and Concept-Level Schematics for CEQA/NEPA
- 4.2.2 Define Project Design Criteria and Constraints
- 4.2.3 Evaluate Storage vs Reservoir Stage Operational Assumptions
- 4.2.4 Develop Design Earthquake and Analyze Seismic Performance of Facilities
- 4.2.5 Define Probable Maximum Flood and Analyze Hydraulic Performance of Spillway
- 4.2.6 Dam-Break Inundation Analyses
- 4.2.7 Evaluate Construction Impacts on Water Supply Operations
- 4.2.8 Develop Risk Register with Proposed Mitigations
- 4.2.9 Planning-Level Cost Estimate and Construction Schedule

4.3 30% DESIGN DOCUMENTS

- 4.3.1 Drawings
- 4.3.2 Technical Specifications
- 4.3.2 Opinion of Probable Construction Cost
- 4.3.3 Project Schedule

ACTIVITY		Team Hours by Labor Category								Labor Total		Expenses and Consultants	Total Labor & Expenses
		Engineer/Geologist/Scientist					CADD/Tech/Clerk			Hours	Amount	Amount	
		Principal	Senior	Project	Sr. Staff	Staff	III	II	I				
PHASE 1													
TASK 1	PROJECT MANAGEMENT												
1.1	MEETINGS WITH MMWD PROGRAM TEAM	68	44	8						120	33,080		33,080
	TERRA /GeoPentech	68	44	8						120	33,080		33,080
	InfraTerra												
	Integrated Engineering & Construction												
	Panorama Environmental												
	Cinquini & Passarino												
1.2	PROJECT WORK PLAN AND SCHEDULE	16	12	16						44	11,160		11,160
	TERRA /GeoPentech	16	12	16						44	11,160		11,160
	InfraTerra												
	Integrated Engineering & Construction												
	Panorama Environmental												
	Cinquini & Passarino												
1.3	PROJECT MONITORING AND CONTROL	104	28			40				172	43,200		43,200
	TERRA /GeoPentech	104	28			40				172	43,200		43,200
	InfraTerra												
	Integrated Engineering & Construction												
	Panorama Environmental												
	Cinquini & Passarino												
	TASK 1 - SUBTOTAL	188	84	24		40				336	87,440		87,440
TASK 2	DEVELOP BACKGROUND DATA AND PROJECT REQUIREMENTS												
2.1	REVIEW OF EXISTING DOCUMENTS	43	160	40	116	192	24	8		583	108,646		108,646
	TERRA /GeoPentech	16	36	24	28	64				168	31,740		31,740
	InfraTerra	6	24			40		8		78	12,947		12,947
	Integrated Engineering & Construction												
	Panorama Environmental	1	16				24			41	8,306		8,306
	Cinquini & Passarino	20	84	16	88	88				296	55,654		55,654
2.2	PROJECT GOALS, DESIGN CRITERIA, AND ALTERNATIVES WORKSHOP	20	64	16	32	48				180	36,811		36,811
	TERRA /GeoPentech	8	48	16	32	48				152	29,360		29,360
	InfraTerra												
	Integrated Engineering & Construction												
	Panorama Environmental	12	16							28	7,451		7,451
	Cinquini & Passarino												

ACTIVITY		Team Hours by Labor Category								Labor Total		Expenses and Consultants	Total Labor & Expenses
		Engineer/Geologist/Scientist					CADD/Tech/Clerk			Hours	Amount	Amount	
		Principal	Senior	Project	Sr. Staff	Staff	III	II	I				
2.3	DEVELOP DATA FOR ALTERNATIVES EVALUATION	60	190	36	16	60	42	12		416	89,069	2,320	91,389
	TERRA /GeoPentech	36	76	36	16	20				184	42,660		42,660
	InfraTerra	17	66			40	16	12		151	28,261	120	28,380
	Integrated Engineering & Construction												
	Panorama Environmental	7	48				26			81	18,148	2,200	20,348
	Cinquini & Passarino												
	TASK 2 - SUBTOTAL	123	414	92	164	300	66	20		1,179	234,526	2,320	236,846
TASK 3	EVALUATE WATER STORAGE IMPROVEMENT ALTERNATIVES												
3.1	SCREEN ALTERNATIVES AND SELECT TOP FOUR	118	212	52	72	88	12			554	122,602		122,602
	TERRA /GeoPentech	22	90	28	72	64				276	55,580		55,580
	InfraTerra	26	14				8			48	11,813		11,813
	Integrated Engineering & Construction	64	40							104	28,980		28,980
	Panorama Environmental	2	36				4			42	9,950		9,950
	Cinquini & Passarino	4	32	24		24				84	16,279		16,279
3.2	FURTHER EVALUATE ALTERNATIVES AND SELECT PREFERRED ALTERNATIVE	259	582	252	144	260	22			1,519	334,834	118,800	453,634
	TERRA /GeoPentech	108	424	204	128	204				1,068	229,140	110,000	339,140
	InfraTerra	11	24			32				67	12,500		12,500
	Integrated Engineering & Construction	124	24							148	44,352		44,352
	Panorama Environmental	10	46	16	16		22			110	23,654	8,800	32,454
	Cinquini & Passarino	6	64	32		24				126	25,187		25,187
	TASK 3 - SUBTOTAL	377	794	304	216	348	34			2,073	457,436	118,800	576,236
PHASE 2													
TASK 4	PRELIMINARY (30%) DESIGN - (SCOPE AND COST DEPEND ON PREFERRED ALTERNATIVE SELECTION)												
4.1	DESIGN-LEVEL DATA COLLECTION												
4.2	PRELIMINARY DESIGN ANALYSES AND REPORTS												
4.3	30% DESIGN DOCUMENTS												
	TASK 4 - SUBTOTAL												
TOTAL FOR TASKS 1, 2 AND 3		688	1,292	420	380	688	100	20		3,588	779,402	121,120	900,521
	TERRA /GeoPentech	378	758	332	276	440				2,184	475,920	110,000	585,920
	InfraTerra	60	128			112	24	20		344	65,520	120	65,640
	Integrated Engineering & Construction	188	64							252	73,332		73,332
	Panorama Environmental	32	162	16	16		76			302	67,509	11,000	78,509
	Cinquini & Passarino	30	180	72	88	136				506	97,121		97,121

Note: Costs of subcontracted services are billed at cost plus 5%. Expenses are billed at cost.



Informational Item

TO: Board of Directors

FROM: Crystal Yezman, Director of Engineering

THROUGH: Ben Horenstein, General Manager

DIVISION NAME: Engineering

ITEM: District Paving Cost Update

SUMMARY

On March 7, 2023, the Board approved the third amendment to Contract 1902 with W.K. McLellan Co. Inc. for Asphalt Concrete Paving Restoration and Concrete Work (1) Increasing the contract amount by \$2,000,000 for a total not to exceed amount of \$4,423,064.25 under the existing unit prices for FY23, (2) Exercising the option to extend the contract for a fifth and final year (ending June 30, 2024) under negotiated unit prices for a total of \$2,123,064.25, and (3) approving a \$2,500,000 contingency for a total not to exceed amount of \$4,638,225.75 for FY24.

The authorized \$2,000,000 contract increase for FY23 and the \$2,500,000 contingency for FY24 were based on the rate of contract expenditure over the prior fiscal year, which were mainly attributed to increases in paving requirements imposed by the County and City authorities having jurisdiction within the District's service area, resulting in greater paving costs borne by utilities to perform underground maintenance and repair work. Additionally, several large water main breaks occurred in FY23, which also contributed to an increase in paving costs.

Staff will provide a presentation that highlights the actual FY23 paving expenditures for Contract 1902 and will update the Board on initiatives staff has taken to control paving costs and collaborate with the County and City jurisdictions on District projects.

DISCUSSION

District staff performs approximately 440 water system leak or main break repairs per year, and replaces upwards of nine miles of water pipeline per year through its Capital and Fire Flow Improvement Programs. As part of this work, District Operations paving costs have increased more than 927 percent between 2012 and 2023, and contract unit costs have increased 160 percent since 2012. By comparison, the Engineering New Record Index (ENR) has increased 54 percent since 2012.

Staff will review the FY23 expenditures for the District's Asphalt Concrete Paving Restoration and Concrete Contract (CN 1902) and will compare estimated to actual expenditures, highlighting negotiated cost savings resulting from collaborations with local jurisdictions to find fair and equitable paving requirements for District projects.

Additionally, Staff will update the Board on the progress with executing a professional services contract to assist the District with evaluating current and historical trench restoration practices and developing alternative trench structural restoration details and strategies using Federal Highway Administration (FHWA) and California Department of Transportation (Caltrans) design standards appropriate for various roadway types and conditions. This effort will culminate in recommendations for a pilot program centered on pavement performance standards and sample warranty agreements that will be presented to local jurisdictions that have expressed interest in the participating in the program.

FISCAL IMPACT

None

ATTACHMENT(S)

None



Informational Item

TO: Board of Directors

FROM: Terrie Gillen, Board Secretary

THROUGH: Ben Horenstein, General Manager

DIVISION NAME: Communications & Public Affairs Department

ITEM: Future Meeting Schedule

SUMMARY

Review of the upcoming Board of Directors and Committee meetings

DISCUSSION

Meeting Schedule

Below are the upcoming meetings of the Board of Directors and/or Committees:

Internal Meeting(s)

- Friday, September 15, 2023
Operations Committee Meeting/Special Meeting of the Board of Directors
9:30 a.m.
- Tuesday, September 19, 2023
Board of Directors' Regular Bi-Monthly Meeting
6:30 p.m.
- Thursday, September 21, 2023
Watershed Committee Meeting/Special Meeting of the Board of Directors
1:30 p.m.

FISCAL IMPACT

None

ATTACHMENT(S)

None