AGENDA
MESA WATER DISTRICT
BOARD OF DIRECTORS
Thursday, June 8, 2017
1965 Placentia Avenue, Costa Mesa, CA 92627
6:00 p.m. Regular Board Meeting

Dedicated to
Satisfying our Community’s
Water Needs

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATION TO MWDOC “WATER AWARENESS” POSTER CONTEST WINNER

PUBLIC COMMENTS

Non-Agendized Matters: Members of the public are invited to address the Board on matters which are not on the Agenda. Each speaker is limited to three (3) minutes. The Board will set aside thirty (30) minutes for public comments.

Agendized Matters: Members of the public may comment on Agenda items before action is taken, or after the Board has discussed the item. Each speaker is limited to five (5) minutes.

ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA
At the discretion of the Board, all items appearing on this agenda, whether or not expressly listed as an Action Item, may be deliberated and may be subject to action by the Board.

CONSENT CALENDAR ITEMS:
Approve all matters under the Consent Calendar by one motion unless a Board member, staff, or a member of the public requests a separate action.

1. Approve minutes of special Board meeting of May 15, 2017
2. Approve minutes of special Board meeting of May 16, 2017.
3. Approve minutes of adjourned regular Board meeting of May 18, 2017.
4. Approve minutes of special Board meeting of May 25, 2017.
5. Approve the Fiscal Year 2018 attendance at Conferences, Seminars, Meetings, and Events.
6. Board Schedule:
   • Conferences, Seminars, and Meetings
   • Board Calendar
   • Upcoming Community Outreach Events
7. Award a contract in the amount of $24,360 to Vista Del Verde Landscaping for landscape maintenance services; and authorize execution of the contract.
8. Award a contract for a period of five years with two one-year renewable options with an average annual amount of $79,063 to Separation Processes, Inc. to provide performance support of the Mesa Water Reliability Facility; and authorize execution of the contract.
9. Renew the Environmental Health and Safety Support Services contract for one year for $174,000 with the British Standards Institution Group; and authorize execution of the contract.
10. Award a contract for a period of five years with two one-year renewable options with an average annual amount of $92,775 to Prime Systems Industrial Automation, Inc. to
provide maintenance and support of the Supervisory Control and Data Acquisition System; and authorize execution of the contract.

11. Approve a professional services contract with Raftelis Financial Consultants, Inc. for $45,192 plus $8,293 for potential optional services for a not-to-exceed amount of $53,485 to provide a potable and recycled water rate study for the purpose of establishing water rate schedules for five years; and authorize execution of the contract.

12. Approve support of the Independent Special Districts of Orange County Proposed Amended and Restated Bylaws; and authorize President Ethan Temianka to cast the District’s vote on the official ballot.

13. Approve a proclamation honoring Coleen L. Monteleone for her more than 32 years of dedicated and committed service to Mesa Water District.

PRESENTATION AND DISCUSSION ITEMS:

14. 2017 ENVIRONMENTAL, HEALTH AND SAFETY PROGRAM AUDIT:

Recommendation: Receive the presentation.

ACTION ITEMS:

15. PENSION RATE STABILIZATION FUND:

Recommendation:
1. Adopt Resolution No. 1499 – Adoption of the Public Agencies Post-Employment Benefits Trust Administered by Public Agency Retirement Services (PARS);
2. Appoint the District Treasurer as Mesa Water’s Plan Administrator;
3. Authorize the Plan Administrator to execute an Agreement for Administrative Services and other documents necessary to implement and administer the Public Agencies Post-Employment Benefits Trust (Program); and
4. Authorize the Plan Administrator to move assets currently in the Public Agencies Post-Retirement Health Care Plan Trust to the Other Post-Employment Benefits (OPEB) Account established in the name of the Mesa Water District under the Public Agencies Post-Employment Benefits Trust.

16. RESOLUTION NO. 1500 - ESTABLISHING A REVISED SCHEDULE OF POSITIONS AND SALARY RATE RANGES:

Recommendation: Adopt Resolution No. 1500 – Establishing a Revised Schedule of Positions and Salary Rate Ranges.

17. RESOLUTION NO. 1501 - ESTABLISHING A POLICY FOR THE SELECTION PROCESS FOR THE APPOINTMENTS OF GENERAL LEGAL COUNSEL AND INDEPENDENT AUDITOR:

18. APPOINTMENTS OF DISTRICT SECRETARY AND DISTRICT TREASURER:

Recommendation:

a. Appoint Denise Garcia as District Secretary, effective June 19, 2017;
b. Appoint Phil Lauri as District Treasurer, effective July 1, 2017;
c. Confirm the delegation of the same authority to the District Secretary and District Treasurer, as previously authorized and approved by the Board of Directors and as authorized by the California Water Code; and
d. Award the stipend for the District Secretary and District Treasurer in the amount of $285 per month each.

REPORTS:

19. REPORT OF THE GENERAL MANAGER:

- May Key Indicators Report
- Other (no enclosure)

20. DIRECTORS’ REPORTS AND COMMENTS:

INFORMATION ITEMS:

21. DIRECTORS’ REPORTS (AB 1234) PER CA GOVERNMENT CODE SECTION 53232.3 (D)

22. OTHER (NO ENCLOSURE)

In compliance with California law and the Americans with Disabilities Act, if you need disability-related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, or if you need the agenda provided in an alternative format, please contact the District Secretary at (949) 631-1206. Notification 48 hours prior to the meeting will enable Mesa Water District (Mesa Water) to make reasonable arrangements to accommodate your requests.

Members of the public desiring to make verbal comments utilizing a translator to present their comments into English shall be provided reasonable time accommodations that are consistent with California law.

Agenda materials that are public records, which have been distributed to a majority of the Mesa Water Board of Directors (Board), will be available for public inspection at the District Boardroom, 1965 Placentia Avenue, Costa Mesa, CA and on Mesa Water’s website at www.MesaWater.org. If materials are distributed to the Board less than 72 hours prior or during the meeting, the materials will be available at the time of the meeting.

ADJOURN TO A REGULAR BOARD MEETING SCHEDULED FOR THURSDAY, JULY 13, 2017 AT 6:00 P.M.
FINANCE COMMITTEE MEETING

CALL TO ORDER

The meeting of the Board of Directors was called to order on May 15, 2017 at 3:30 p.m. by Chairman Bockmiller at the District Office Boardroom, located at 1965 Placentia Avenue, Costa Mesa, California.

PLEDGE OF ALLEGIANCE

Director Fisler led the Pledge of Allegiance.

Directors Present

Jim Atkinson, Vice President
Fred R. Bockmiller, P.E., Director, Chair
Shawn Dewane, Director
James R. Fisler, Director

Directors Absent

Ethan Temianka, President

Staff Present

Paul E. Shoenberger, P.E., General Manager
Coleen L. Monteleone, Assistant General Manager/District Secretary
Kurt Lind, Business Administrator

Others Present

Jeff Ott, Chief Operating Officer, Sophos Solutions
Kent Loose, Principal, Orange Coast Consultancy, Inc.

PUBLIC COMMENTS

There were no comments on non-agendized topics.

CONSENT CALENDAR ITEMS:

Director Fisler pulled Item 1 for discussion. There were no objections.

1. Accounts Paid Listing
2. Monthly Financial Reports
3. Major Staff Projects

MOTION

Motion by Director Dewane, second by Vice President Atkinson, to approve Items 2 and 3 of the Consent Calendar. Motion passed 4-0-1, with President Temianka absent.
Staff responded to Director Fisler’s question regarding the Accounts Paid Listing.

MOTION

Motion by Director Dewane, second by Director Fisler, to approve Item 1 of the Consent Calendar. Motion passed 4-0-1, with President Temianka absent.

PRESENTATION AND DISCUSSION ITEMS:

4. Microsoft Great Plains Financial System

Business Administrator Lind introduced Sophos Solutions’ Chief Operating Officer Jeff Ott who proceeded with a presentation that highlighted the following:

- Chart of Accounts
- Project Accounting
- Fixed Assets
- Overall Benefits

Messrs. Lind and Ott responded to questions from the Board and they thanked them for the information.

5. Pension Rate Stabilization Fund Update

GM Shoenberger provided an overview of the Pension Rate Stabilization Fund. He responded to questions from the Board.

6. Quarter 3 Financial Update

GM Shoenberger provided an update to the Board. He introduced Orange Coast Consultancy Inc.’s Principal Kent Loose. Messrs. Shoenberger and Loose responded to questions from the Board and they thanked them for the information.

ACTION ITEMS:

7. Potable and Recycled Water Rate Study

MOTION

Motion by Director Fisler, second by Director Dewane, to add to the next regular Board meeting Consent Calendar approval of a professional services contract with Raftelis Financial Consultants, Inc. for $45,192 plus $8,293 for potential optional services for a not-to-exceed amount of $53,485 to provide a potable and recycled water rate study for the purpose of establishing water rate schedules for five years, and authorization for the General Manager to execute the contract. Motion passed 4-0-1, with President Temianka absent.
REPORTS:


9. Directors’ Reports and Comments

INFORMATION ITEMS:

None.

The Board meeting was adjourned at 4:45 p.m.

Approved:

Ethan Temianka, President

Coleen L. Monteleone, District Secretary
ENGINEERING AND OPERATIONS COMMITTEE MEETING

CALL TO ORDER
The meeting of the Board of Directors was called to order on May 16, 2017 at 3:30 p.m. by Chairman Fisler at the District Office Boardroom, located at 1965 Placentia Avenue, Costa Mesa, California.

PLEDGE OF ALLEGIANCE
Director Dewane led the Pledge of Allegiance.

Directors Present
Jim Atkinson, Vice President
Fred R. Bockmiller, P.E., Director (arrived at 3:35 p.m.)
Shawn Dewane, Director
James R. Fisler, Director, Chair

Directors Absent
Ethan Temianka, President

Staff Present
Coleen L. Monteleone, Acting General Manager
Denise Garcia, Executive Assistant to the General Manager/Acting District Secretary
Phil Lauri, P.E., Assistant General Manager
Tracy Manning, Water Operations Manager
Stacie Sheek, Customer Services Manager
Mark Pelka, Senior Civil Engineer

Others Present
None

PUBLIC COMMENTS
There was no public present.

CONSENT CALENDAR ITEMS:
1. Developer Project Status Report
2. Mesa Water® and Other Agency Projects Status Report
3. Water Quality Call Report
4. Committee Policy & Resolution Review or Development
5. Water Operations Status Report
MOTION

Motion by Director Dewane, second by Vice President Atkinson, to approve Items 1-5 of the Consent Calendar. Motion passed 3-0-2, with President Temianka and Director Bockmiller absent.

PRESENTATION AND DISCUSSION ITEMS:

None.

ACTION ITEMS:

6. MWRF Performance Support Services

   Water Operations Manager Manning provided an overview of the item.

   MOTION

   Motion by Director Dewane, second by Vice President Atkinson, to add to the next regular Board meeting Consent Calendar the award of a contract for a period of five years with two one-year renewable options with an average annual amount of $79,063 to Separation Processes, Inc. to provide performance support of the Mesa Water Reliability Facility, and authorization to execute the contract. Motion passed 3-0-2, with President Temianka and Director Bockmiller absent.

   Director Bockmiller arrived at the meeting at 3:35 p.m.

7. SCADA System Maintenance and Support Services

   Water Operations Manager Manning introduced the item.

   MOTION

   Motion by Director Dewane, second by Vice President Atkinson, to add to the next regular Board meeting Consent Calendar the award of a contract for a period of five years with two one-year renewable options with an average annual amount of $92,775 to Prime Systems Industrial Automation, Inc. to provide maintenance and support of the Supervisory Control and Data Acquisition System, and authorization to execute the contract. Motion passed 4-0-1, with President Temianka absent.

8. Environmental Health and Safety Support Services

   Water Operations Manager Manning introduced the item.

   MOTION

   Motion by Director Bockmiller, second by Director Dewane, to add to the next regular Board meeting Consent Calendar renewal of the Environmental Health and Safety Support Services contract for one year for $174,000 with the British Standards Institution Group. Motion passed 4-0-1, with President Temianka absent.
9. Landscape Maintenance Services

Customer Services Manager Sheek provided a brief introduction of the item.

MOTION

Motion by Director Dewane, second by Director Fisler, to add to the next regular Board meeting Consent Calendar the award of a contract in the amount of $24,360.00 to Vista Del Verde Landscaping for landscape maintenance services, and authorization to execute the contract. Motion passed 4-0-1, with President Temianka absent.

10. Well 8 Demolition Project Construction

Assistant General Manager Lauri introduced the item.

MOTION

Motion by Director Bockmiller, second by Director Dewane, to award a contract to R C Foster Corporation for $226,150 and a 10 percent contingency for a not-to-exceed amount of $248,765 to perform the Well 8 Demolition and authorize execution of the contract. Motion passed 4-0-1, with President Temianka absent.

REPORTS:


12. Directors’ Reports and Comments

INFORMATION ITEMS:

None.

The Board meeting was adjourned at 4:13 p.m.

Approved:

________________________
Ethan Temianka, President

________________________
Coleen L. Monteleone, District Secretary
MINUTES OF THE BOARD OF DIRECTORS
MESA WATER DISTRICT
Thursday, May 18, 2017
1965 Placentia Avenue, Costa Mesa, CA 92627
6:00 p.m. Adjourned Regular Board Meeting

CALL TO ORDER
The meeting of the Board of Directors was called to order on May 18, 2017 at 6:00 p.m. by President Temianka at the District Office Boardroom, located at 1965 Placentia Avenue, Costa Mesa, California.

PLEDGE OF ALLEGIANCE
Municipal Water District of Orange County (MWDOC) Director Joan C. Finnegan led the Pledge of Allegiance.

Directors Present
Ethan Temianka, President
Jim Atkinson, Vice President
Fred R. Bockmiller, P.E., Director
Shawn Dewane, Director
James R. Fisler, Director

Directors Absent
None

Staff Present
Paul E. Shoenberger, P.E., General Manager
Coleen L. Monteleone, Assistant General Manager/District Secretary
Phil Lauri, P.E., Assistant General Manager
Tracy Manning, Water Operations Manager
Stacie Sheek, Customer Services Manager
Shannon Widor, Public Affairs Manager
Denise Garcia, Executive Assistant to the General Manager/Assistant District Secretary
Jeff Frey, Attorney, Bowie, Arneson, Wiles & Giannone (left at 8:07 p.m.)
Jeff Hoskinson, Attorney, Bowie, Arneson, Wiles & Giannone (arrived at 7:43 p.m.)

Others Present
Joan C. Finnegan, Director, MWDOC
Nitin P. Patel, CPA, Audit Partner, White Nelson Diehl Evans, LLP
Robert Konishi, Managing Partner, T2 Tech Group
Matthew Williams, Systems Engineer, T2 Tech Group
Douglas S. Brown, Attorney, Stradling Yocca Carlson & Rauth, P.C
Paul D. Pender, Vice President, Fieldman, Rolapp & Associates
Lora Carpenter, Senior Associate, Fieldman, Rolapp & Associates
Kent Loose, Principal, Orange County Consultancy
PUBLIC COMMENTS

President Temianka asked for public comments on non-agendized items. There were no comments and President Temianka proceeded with the meeting.

ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA

General Manager Shoenberger noted there were no items to be added, withdrawn, or reordered.

CONSENT CALENDAR ITEMS:

1. Approve minutes of special Board meeting of April 3, 2017.
2. Approve minutes of regular Board meeting of April 13, 2017.
3. Approve minutes of special Board meeting of April 17, 2017.
4. Approve minutes of special Board meeting of April 18, 2017.
5. Approve minutes of special Board meeting of April 27, 2017.
6. Approve attendance considerations (additions, changes, deletions).
7. Board Schedule:
   • Conferences, Seminars, and Meetings
   • Board Calendar
   • Upcoming Community Outreach Events
9. Approve an additional fee for the increase in scope of audit work performed by White Nelson Diehl Evans LLP in the amount of $6,000.
10. Declare certain property as surplus and authorize the General Manager to dispose of the property within the established rules and regulations set forth by Resolution No. 1463, Disposal of Surplus Property.
11. Award contracts for a period of three years with two one year renewable options with an annual amount of $200,000 each to Ben’s Asphalt, Inc., Copp Contracting, Inc., and The RJ Noble Company for the cumulative annual not-to-exceed amount of $200,000 across all contracts to provide on-call Concrete and Paving Services and to authorize execution of the contracts.
12. Approve a contract with Hoover Printing for three years for printing services and authorize the General Manager to execute the contract.

President Temianka asked for public comments. There were no comments.

MOTION

Motion by Director Bockmiller, second by Director Fisler, to approve Items 1 – 12 of the Consent Calendar. Motion passed 5-0.
PRESENTATION AND DISCUSSION ITEMS:

13. FISCAL YEAR 2016 AUDIT RESULTS AND COMPREHENSIVE ANNUAL FINANCIAL REPORT:

General Manager Shoenberger introduced White Nelson Diehl Evans, LLP Audit Partner & CPA Nitin Patel who proceeded with a presentation that highlighted the following:

- Scope of Services
- Auditors’ Opinion and Reports
- Communication with Those Charged with Governance

Mr. Patel responded to questions from the Board and they thanked him for the presentation.

14. INFORMATION TECHNOLOGY MASTER PLAN UPDATE:

GM Shoenberger acknowledged Customer Services Manager Sheek, Project Manager for the Information Technology (IT) Master Plan. He also thanked T2 Tech Group’s Managing Partner Robert Konishi and Systems Engineer Matthew Williams for their efforts with the project.

GM Shoenberger proceeded with a presentation that highlighted the following:

- 2013 Assessment
- Accomplishments
- Reliability – 2013 vs. 2017
- Monthly IT Management Reports

The Board offered comments and thanked GM Shoenberger for the presentation.

ACTION ITEMS:

15. ASSOCIATION OF CALIFORNIA WATER AGENCIES REGION 10 BOARD NOMINATION:

Vice President Atkinson offered that Orange County Water District Director Cathy Green and Santa Margarita Water District Director Chuck Gibson, both incumbents, have expressed interest in continued service on the ACWA Region 10 Board of Directors and would like the Mesa Water Board to consider resolutions supporting their nominations.

President Temianka asked for public comments. There were no comments.

MOTION

Motion by Director Bockmiller, second by Director Dewane, to adopt Resolution No. 1494 Placing in Nomination Jim Atkinson as a Board Member of the Association of California Water Agencies Region 10 and to prepare resolutions supporting the nominations of Orange County Water District Director Cathy Green and Santa Margarita Water District Director Chuck Gibson. Motion passed 5-0, by the following roll call vote:
President Temianka declared a recess at 6:42 p.m. in order to conduct the Mesa Consolidated Water District Improvement Corporation Special Meeting.

16. MESA CONSOLIDATED WATER DISTRICT IMPROVEMENT CORPORATION SPECIAL MEETING:

The Board meeting reconvened at 6:44 p.m.

17. 2017 REVENUE CERTIFICATES OF PARTICIPATION DOCUMENTS:

GM Shoenberger introduced the topic and acknowledged Stradling Yocca Carlson & Rauth Attorney Douglas Brown and Fieldman, Rolapp & Associates' Vice President Paul Pender and Senior Associate Lora Carpenter.

Attorney Brown provided comments about the Preliminary Official Statement and responded to questions from the Board.

President Temianka asked for public comments. There were no comments.

MOTION

Motion by Director Bockmiller, second by Director Fisler, to adopt Resolution No. 1496 of the Mesa Water District Board of Directors Authorizing the Execution and Delivery of Revenue Certificates of Participation and Approving the Execution and Delivery of Certain Documents in Connection Therewith and Certain Other Matters. Motion passed 5-0, by the following roll call vote:

AYES: DIRECTORS Bockmiller, Dewane, Fisler, Atkinson, Temianka
NOES: DIRECTORS None
ABSENT: DIRECTORS None
ABSTAIN: DIRECTORS None

President Temianka declared a recess at 6:53 p.m.

The Board meeting reconvened at 7:15 p.m.
18. PROPOSED FISCAL YEAR 2018 BUDGET:

GM Shoenberger thanked Orange Coast Consultancy Inc.’s Principal Kent Loose for his contributions in developing the FY 2018 Budget.

GM Shoenberger proceeded with a presentation that highlighted the following:

- District Achievement
- Strategic Plan Goals
- Financially Strong, AAA ratings
- Mesa Water Reliability Facility Benefits
- Committed to Transparency
- Designated Funds
- Debt Service Coverage Ratio/Payments
- Budget Assumptions
- Operating Expenses by Department as a Percentage
- Organizational Chart
- Capital Replacement and Refurbishment
- Community Outreach
- District Memberships
- Board Conferences and Seminars

GM Shoenberger responded to questions and the Board thanked him for the presentation.

President Temianka asked for public comments. There were no comments.

MOTION

Motion by Director Bockmiller, second by Director Dewane, to adopt the proposed Fiscal Year 2018 Budget. Motion passed 5-0.

19. CLOSED SESSION:

President Temianka announced the Board was going into Closed Session at 8:26 p.m.

CONFERENCE WITH REAL PROPERTY NEGOTIATOR:

Pursuant to Government Code Section 54956.8:

Properties (2): (1) 3120 S Croddy Way, Santa Ana (APN: 415-024-17); (2) 2644 S Croddy Way, Santa Ana (APN: 415-012-35)

District Negotiator: General Manager
Negotiating Parties: (1) Lowers Leasing Inc.; (2) Custer Sharon E Tr of the Stancil Family Trust
Under Negotiation: Price and/or terms of purchase or acquisition of rights

Participants in Closed Session: Board of Directors, GM Shoenberger, AGM’s Monteleone and Lauri, and General Legal Counsel.
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:
Pursuant to Government Code Section 54956.9 (a)
Case: Irvine Ranch Water District v. OCWD, et al. - Superior Court Case No. 30-2016-00858584-CU-WM-CJC.

Participants in Closed Session: Board of Directors, GM Shoenberger, AGM Monteleone, and Special Legal Counsel.

PURSUANT TO GOVERNMENT CODE SECTION 54957(b):
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: General Manager and Assistant General Manager

Participants in Closed Session: Board of Directors and GM Shoenberger.

The Board returned to Open Session at 8:40 p.m.

Attorney Hoskinson announced the Board met in three separate Closed Sessions. The Board received information in the first and second closed sessions and there is no other announcement. The Board received information in the third closed session and indicated that action would be taken in open session.

20. PERFORMANCE EVALUATION FOR GENERAL MANAGER:

MOTION

Motion by Director Dewane, second by Vice President Atkinson, to approve a one-time incentive payment of $10,000 for the General Manager. Motion passed 5-0.

21. ASSISTANT GENERAL MANAGER RETIREMENT:

MOTION

Motion by Director Bockmiller, second by Director Dewane, to authorize an after-hours event, as provided in Resolution No. 1400, for the retirement of Assistant General Manager Monteleone. Motion passed 5-0.

REPORTS:

22. REPORT OF THE GENERAL MANAGER:

• April Key Indicators Report
• Other (no enclosure)

23. DIRECTORS’ REPORTS AND COMMENTS:

INFORMATION ITEMS:

24. DIRECTORS’ REPORTS (AB 1234) PER CA GOVERNMENT CODE SECTION 53232.3 (D)

25. OTHER (NO ENCLOSURE)
President Temianka adjourned the meeting at 9:20 p.m. to a Regular Board Meeting scheduled for Thursday, June 8, 2017 at 6:00 p.m.

Approved:

______________________________
Ethan Temianka, President

______________________________
Coleen L. Monteleone, District Secretary

Recording Secretary: Sharon D. Brimer
LEGISLATIVE & PUBLIC AFFAIRS COMMITTEE MEETING

CALL TO ORDER
The meeting of the Board of Directors was called to order on May 25, 2017 at 3:30 p.m. by Chairman Atkinson at the District Office Boardroom, located at 1965 Placentia Avenue, Costa Mesa, California.

PLEDGE OF ALLEGIANCE
Public Affairs Manager Widor led the Pledge of Allegiance.

Directors Present
Jim Atkinson, Vice President, Chair
Fred R. Bockmiller, P.E., Director
Shawn Dewane, Director
James R. Fisler, Director

Directors Absent
Ethan Temianka, President

Staff Present
Paul E. Shoenberger, P.E., General Manager
Coleen L. Monteleone, Assistant General Manager/District Secretary
Stacy Taylor, External Affairs Manager
Shannon Widor, Public Affairs Manager

Others Present
None

PUBLIC COMMENTS
There was no public present.

CONSENT CALENDAR ITEMS:
1. Advocacy Consulting Services Report
2. Outreach Update

MOTION
Motion by Director Dewane, second by Director Fisler, to approve Items 1 and 2 of the Consent Calendar. Motion passed 4-0-1, with President Temianka absent.

PRESENTATION AND DISCUSSION ITEMS:
None.
ACTION ITEMS:

None.

REPORTS:

4. Directors’ Reports and Comments

INFORMATION ITEMS:

None.

The Board meeting was adjourned at 4:30 p.m.

Approved:

Ethan Temianka, President

Coleen L. Monteleone, District Secretary
MEMORANDUM

TO: Board of Directors  
FROM: Paul E. Shoenberger, P.E., General Manager  
DATE: June 8, 2017  
SUBJECT: Attendance at Conferences, Seminars, Meetings, and Events

RECOMMENDATION

Approve the Fiscal Year 2018 attendance at Conferences, Seminars, Meetings, and Events.

The Executive Committee reviewed this item at its June 6, 2017 meeting and recommends Board approval.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #2: Practice perpetual infrastructure renewal and improvement.
Goal #3: Be financially responsible and transparent.
Goal #4: Increase public awareness about Mesa Water® and about water.
Goal #5: Attract and retain skilled employees.
Goal #6: Provide outstanding customer service.
Goal #7: Actively participate in regional water issues.

PRIOR BOARD ACTION/DISCUSSION

None.

DISCUSSION

For the Committee’s review and consideration, the following Proposed List of attendance considerations is based on Director attendance over the past four years:

Proposed List (in accordance with Ordinance No. 28, adopted April 13, 2017):

1. Mesa Water Outreach Events (for Directors’ fees approval; event is at no cost):
   a. Children’s Water Education Festival
   b. Director meetings with General Manager
   c. Mesa Water Director meetings with other Mesa Water Directors
   d. Facility tours
   e. OC Fair garden presentations
   f. Various employee recognition events
   g. Water Issues Study Group meetings

2. Annual Conferences/Seminars:
   a. ACWA/JPIA conferences, seminars, symposiums, tours, and functions
   b. AMTA conferences, seminars, tours, and functions
   c. AWWA conferences, seminars, tours, and functions
   d. CALAFCO conferences, seminars, and functions
   e. California Water Policy conferences, seminars, and functions
   f. CA-NV AWWA conferences, seminars, tours, and functions
g. Chapman University Economics & Business Forecast and Update
h. CRWUA conferences, seminars, tours, and functions
i. CSDA conferences, seminars, tours, and functions
j. Ethics training for local officials
k. Green Technology seminars, tours, and functions
l. National Water Quality Monitoring Council conferences, seminars, and functions
m. National Water Resources Association conferences, seminars, tours, and functions
n. BusinessH2O summits
o. Public Utility Elected Officials conference
p. Senior Executive in State/Local Government program
q. Sexual harassment prevention training
r. Southwest Membrane Operator Association conferences, seminars, and functions
s. Urban Water Institute conferences, seminars, tours, and functions

3. Other Agencies/Organizations Meetings and Events:
a. 19th Street Bridge Community Group meetings and functions
b. Activist Groups meetings and functions
c. Association of California Cities Orange County meetings, events, tours, and forums
d. Association of California Water Agencies Joint Powers Insurance Authority meetings, events, tours, forums, and functions
e. Association of California Water Agencies meetings, events, tours, forums, and functions
f. Bond Buyer's California Public Finance Conference
g. CalDesal conferences, meetings, events, tours, forums, and functions
h. California Municipal Treasurers Association meetings and functions
i. City Council meetings, events, tours, forums, and functions
j. Colorado River Water Users Association meetings, events, tours, forums, and functions
k. Costa Mesa/Newport Beach Chamber of Commerce meetings and functions
l. Global Water Summit conferences, seminars, tours, and functions
m. Independent Special Districts of Orange County meetings, events, tours, forums, and functions
n. Law Seminars International seminars
o. Local Federal Senator/Assembly Member and Elected Official meetings and functions
p. Local Homeowners Association meetings
q. Local OC Supervisors, State Senator/Assembly Member and Elected Officials meetings and functions
r. MWD meetings, events, tours, forums, and functions
s. MWDOC meetings, events, tours, forums, and functions
t. Neighborhood Community Associations meetings and functions
u. Newport-Mesa Unified School District meetings and functions
v. OCWD meetings, events, tours, forums, and functions
w. Orange County Business Council meetings, events, tours, forums, and functions
x. Orange County Forum meetings, events, tours, forums, and functions
y. Orange County Local Agency Formation Commission meetings, events, tours, forums, and functions
z. Orange County Water Association meetings and functions
aa. Presentation of resolutions and proclamations to various officials and/or agencies
bb. Regional Water Resources Control Board meetings and functions
c. Residents For Responsible Desalination meetings and functions
dd. Residents for Responsible Government meetings and functions
e. Southern California Water Committee events, tours, forums, and functions
ff. State Water Resources Control Board meetings, seminars, and functions
gg. Taxpayers Groups (Costa Mesa Taxpayers Association) meetings and functions
hh. Water Advisory Committee of Orange County events, tours, forums, and functions
ii. WateReuse meetings, conferences, seminars, tours, and functions
jj. WaterNow Alliance conferences, seminars, tours, and functions

FINANCIAL IMPACT

The costs associated with Director attendance at the events listed above are budgeted in the Board Staff Development & Conferences account where $63,000 is budgeted. No funds have been spent to date.

ATTACHMENTS

None.
### 2017 CONFERENCES, SEMINARS, AND MEETINGS:

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<tr>
<th>Date</th>
<th>Event Description</th>
<th>Location</th>
<th>Attendees</th>
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<td>June 16, 2017</td>
<td>OC Water Summit</td>
<td>Anaheim, CA</td>
<td>Atkinson, Bockmiller, Fisler, Temianka, Dewane-OCWD</td>
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<td>June 12-14, 2017</td>
<td>AWWA ACE17</td>
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<td>Atkinson</td>
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<td>Urban Water Institute Conference</td>
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<td>September 25, 28, 2017</td>
<td>CSDA Conference</td>
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<td>November 28 - December 1, 2017</td>
<td>ACWA/JPIA Fall Conference</td>
<td>Anaheim, CA</td>
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<td>December 13-15, 2017</td>
<td>Colorado River Water Users Association Conference</td>
<td>Las Vegas, CA</td>
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<td><strong>Temianka Out of Town</strong></td>
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<td>12:00PM Costa Mesa Fish Fry (Fairview Park, Costa Mesa)</td>
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<td>7:30AM ISDOC Executive Committee - Fisler (MWDOC Conference Room 101)</td>
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<td>12:00PM ACC-OC Water Committee (Clifton C Miller Community Center; 300 Centennial Way Tustin, CA 92780)</td>
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<td>12:30PM Executive Committee Meeting (Planian Conf. Room; Boardroom)</td>
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<td>5:45PM Costa Mesa City Council Meeting</td>
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<td><strong>AWWA ACE17 - Atkinson</strong> - Denver, CO</td>
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<td>3:30PM Finance Committee Meeting (Boardroom)</td>
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<td>7:30AM WACO Planning Committee - Temianka (MWDOC Conference Room 101)</td>
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<td>3:30PM Engineering and Operations Committee Meeting (Boardroom)</td>
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<td>5:45PM Costa Mesa City Council Meeting</td>
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<td>8:00AM LAFCO Meeting (OCTA Conference Rm 7; 560 South Main Street Orange, CA)</td>
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<td>8:00AM ISDOC Water Issues Committee (MWDOC Conference Room 101)</td>
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<td>11:30AM Chamber Networking Event (Royal Tea and Treasury; 2559 Grace Ln)</td>
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<td>8:30AM ISDOC Board Meeting (MWDOC Conference Room 101)</td>
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<td>8:30AM OCWD Board Meeting - Temianka, Atkinson (OCWD Boardroom)</td>
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<td>11:30AM ISDOC Quarterly Meeting (OCWD; 15600 Sand Canyon Ave, Irvine, CA 92618)</td>
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<td>12:30PM Executive Committee Meeting (Planian Conf. Room; Boardroom)</td>
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<td>12:30PM Executive Committee Meeting (Planian Conf. Room; Boardroom)</td>
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<td>3:30PM LPAC Committee Meeting (Boardroom)</td>
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<td>12:30PM KOCI Interview (Temianka) (KOCI)</td>
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<td>11:30AM ISDOC Quarterly Meeting - Fisler (MWDOC/OCWD Boardroom)</td>
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<td>9:00AM OC Water Summit (Grand Californian Hotel at Disneyland Resort, 1000 Disneyland Drive, Anaheim)</td>
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<td>8:00AM RESCO-BIDULED TO 623 City/Districts Liaison - Atkinson, Temianka (Mesa Water District)</td>
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<td>9:00AM ISDOC Quarterly Meeting - Fisler (MWDOC/OCWD Boardroom)</td>
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<td><strong>District Holiday</strong> - Independence</td>
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<td>5:45PM - 7:00PM Costa Mesa City Council Meeting</td>
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<td>5:30PM - 7:00PM OCWD Board Meeting - Temianka, Atkinson (MWDOC/OCWD Boardroom)</td>
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<td>7:30AM - 9:00AM ISDOC Executive Committee - Fisler (MWDOC Conference Room 101)</td>
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<td>11</td>
<td>2:00PM - 3:00PM Executive Committee Meeting (Panian Conference Room; Boardroom)</td>
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<td>7:30AM - 9:00AM OCWD Water Issues Committee (MWDOC Boardroom)</td>
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<td>8:00AM - 9:30AM LAFCO Meeting (OCTA Boardroom; 600 South Main Street Orange, CA)</td>
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<td>8:00AM - 9:30AM OCWD Water Issues Committee (OCWD Boardroom)</td>
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<td>11:30AM - 1:00PM Chamber Networking Event (Royal Tea and Treatery; 2959 Grace Ln)</td>
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**Urban Water Institute Fall Conference 8/16-18**  
San Diego, CA

6/1/2017 2:14 PM  
Kathy Pham
## UP COMING COMMUNITY OUT REACH EVENTS

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<tr>
<th>Event</th>
<th>Date &amp; Time:</th>
<th>Location:</th>
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<tbody>
<tr>
<td><strong>Costa Mesa Mayor’s Ball</strong></td>
<td>Friday, June 9, 2017 6 p.m. to 11 p.m.</td>
<td>The Westin South Coast Plaza, 686 Anton Blvd Costa Mesa, CA 92626</td>
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<tr>
<td><strong>Costa Mesa Chamber Breakfast Boost</strong></td>
<td>Thursday, June 15, 2017 7 a.m. to 8:45 a.m.</td>
<td>Costa Mesa Country Club 1701 Golf Course Drive Costa Mesa, CA 92626</td>
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<tr>
<td><strong>OC Water Summit</strong></td>
<td>Friday, June 16, 2017 7:30 a.m. to 1:30 p.m.</td>
<td>Disneyland Grand Californian Hotel 1600 Disneyland Drive Anaheim, CA 92802</td>
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<tr>
<td><strong>5th Grade Assembly</strong></td>
<td>Tuesday, June 20, 2017 1:00 pm</td>
<td>Pomona Elementary 2051 Pomona Avenue Costa Mesa, CA 92627</td>
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<td><strong>Costa Mesa Concert in the Park</strong></td>
<td>Tuesday, July 11, 2017 5 p.m. to 8 p.m.</td>
<td>Fairview Park 2501 Placentia Avenue Costa Mesa, CA 92626</td>
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</table>
RECOMMENDATION

Award a contract in the amount of $24,360 to Vista Del Verde Landscaping for landscape maintenance services; and authorize execution of the contract.

The Engineering and Operations Committee reviewed this item at its May 16, 2017 meeting and recommends Board approval.

STRATEGIC PLAN

Goal #4: Increase public awareness about Mesa Water® and about water.  
Goal #6: Provide outstanding customer service.

PRIOR BOARD ACTION/DISCUSSION

None.

DISCUSSION

Mesa Water District (Mesa Water®) has a total of 11 facilities in which landscape facilities are maintained. These landscapes range from high-profile water-wise demonstration gardens to corporate style frontage landscapes to unimproved parcels. The sites contain a variety of California native and non-native drought tolerant vegetation, water conserving irrigation systems, and storm water quality enhancing features. The sites are visible to the public and are expected to be kept in top condition at all times. The purpose behind the demonstration gardens at the Mesa Water Headquarters facility and the Mesa Water Reliability Facility is to educate customers about water efficient landscape and irrigation best practices. As such, the skill and experience required to maintain these facilities is not as common as those required for a standard landscape.

A Request for Proposals for landscape maintenance and management services was developed and sent to approximately 20 licensed landscape contractors. Of those contractors, eight attended the job walk and four submitted proposals. A panel of three Mesa Water staff and one subject matter expert reviewed the four proposals and interviewed the top firms.

Staff recommends that the Board award a contract in the amount of $24,360 to Vista Del Verde Landscaping (Vista Del Verde) for landscape maintenance services; and authorize execution of the contract. Vista Del Verde earned the second highest score based on the rated proposals and had the most competitive fees.
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<tr>
<th>Bidder</th>
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<th>Score</th>
<th>Lic C-27</th>
<th>Reference Check?</th>
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<td>$35,318.64</td>
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<td>Vista Del Verde</td>
<td>$24,360.00</td>
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<td>Marisposa</td>
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<td>S.C. Yamamoto</td>
<td>$35,280.00</td>
<td>11.0</td>
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<td>Yes</td>
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</table>

FINANCIAL IMPACT

In Fiscal Year 2017, $40,000 is budgeted for landscaping services, inclusive of maintenance, repairs, and incidentals; $33,586 has been spent to date.

ATTACHMENTS

Attachment A: Request for Proposals – Landscape Maintenance and Management Services
Attachment B: Vista Del Verde Landscaping Proposal
Maintenance Services
Request for Proposal

Landscape Maintenance and Management Services

Mesa Water District

March 28, 2017
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   B. Project Overview 1  
   C. Project Schedule 2  
   D. Key Project Elements 2  

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    B. Proposal Schedule 2  
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     B. Proposal Presentation 4  
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     D. Fee Proposal - Separate Sealed Envelope 8  

IV. Evaluation Criteria and Selection Process 9  

Attachments  
Appendix A: Maintenance Services Agreement  
Appendix B: Maintenance Services Agreement Acceptance Forms  
Appendix C. Scope of Work, Demonstration Garden Maintenance Manual & Location Maps  
Appendix D. Fee Proposal – Separate Sealed Envelope
I. Background and Purpose

Mesa Water District (Mesa Water®) is requesting proposals from experienced firms to provide maintenance services for the Landscape Maintenance and Management Services. The total annual budgeted amount for landscape management and maintenance services contract is $35,000. This Request for Proposal (RFP) provides information to enable firms to submit a proposal to provide professional services for the scope of work as detailed in Appendix C.

A. Mesa Water® Overview

Mesa Water®, a special district, was formed on January 1, 1960 as a result of the merger of four water agencies. Mesa Water® employs approximately 50 employees and is governed by a five-member Board of Directors elected by the constituents of five divisions within the service area.

Mesa Water’s primary purpose is to manage and deliver water and water-related services to customers within its service area. Mesa Water® distributes a combination of imported water and local groundwater to approximately 24,000 retail accounts (population of over 110,000) in an 18 square mile area, which includes the city of Costa Mesa, parts of Newport Beach, and unincorporated areas of Orange County, including the John Wayne Airport.

Mesa Water® predominately uses local groundwater, recycled water, and conservation to meet 100% of its demands. Mesa Water® operates clear water wells in the northern part of its service area, and treats amber-tinted water from the deep aquifer from two additional wells at the Mesa Water® Reliability Facility (MWRF).

B. Project Overview

Mesa Water District (Mesa Water) has a total of eleven facilities in which landscape facilities are to be maintained. These landscapes range from high-profile water-wise demonstration gardens, to corporate style frontage landscapes. The sites contain a mixture of California native and non-native drought tolerant vegetation; water conserving irrigation systems; and storm water quality enhancing features. The sites are comprised of water storage and production facilities which are visible to the public, and are expected to be kept in top condition at all times.

The landscape at the Mesa Water Reliability Facility (MWRF) is a collection of five demonstrative and interpretive gardens. The gardens have been divided into five native habitats composed of Redwood Forest, Coastal Sage Scrub, Riparian Woodland, Coastal Grasslands, and Coastal Succulents. The highlight of the five
The demonstration garden at the Mesa Water headquarters (MWHQ) is a mixture of California native and non-native drought tolerant vegetation. The landscape has undergone some recent renovation, and future renovations are planned. This high-profile site serves as a demonstration garden for educating customers about low-water use plants, efficient irrigation systems, and weather-based irrigation controllers.

The objective of the landscapes at these sites is to maximize performance and benefits, and to maintain vegetation in healthy conditions. Healthy vegetation provides numerous environmental benefits, enhances aesthetic experiences of visitors, and communicates stewardship.

The maintenance manual is intended to provide guidelines for maintaining and caring for Mesa Water’s demonstration gardens and other facilities’ landscapes. This guide will cover the basic maintenance practices that are necessary to promote a healthy and aesthetically pleasing landscape.

The maintenance contractor shall familiarize themselves with any as-built drawings and specifications, if available, to fully understand the needs and requirements of the site’s maintenance requirements. The staff utilized to perform landscape work upon Mesa Water premises must be competent in maintenance techniques of drought tolerant and native landscapes. The landscape contractor shall furnish all labor, equipment, tools, maintenance services, and special skills required to perform maintenance duties as specified. The landscape contractor will provide a sufficient quantity of tools needed to equip the work force. Mesa Water will not be able to loan tools to the landscape contractor. Mesa Water will not provide tool storage; therefore the contractor must remove all tools and equipment at the end of the workday unless otherwise approved by the project manager. Tools and equipment will be operated in a safe and responsible manner, and maintained according to manufacturer specifications, to ensure worker safety and the safety of the public and Mesa Water personnel. Mesa Water may describe other related duties as they arise.

C. Project Schedule

Notice to Proceed (NTP) to the selected firm is expected June 30, 2017.

D. Key Project Elements

The detailed scope of work for the project is found in Appendix C.

End of Section
II. General Information

This RFP information packet contains instructions governing the proposals to be submitted and the material to be included therein; a description of the project and specific services to be provided; general evaluation criteria; and other pertinent information. The submission of this proposal shall be considered evidence that the proposer has and is in acceptance with this RFP.

Any modifications or changes made in this RFP will be made in writing in the form of an addendum issued by Mesa Water®. All proposers will receive written notice of any changes or modifications, which may be made by Mesa Water®. Oral communications from Mesa Water® personnel or others concerning this RFP shall not be binding on Mesa Water® and shall not in any way be considered as a commitment by Mesa Water®.

A. Proposal Submittal

Submit 4 hardcopies and one electronic copy of the proposal to the address listed below no later than Tuesday, April 25, 2017 @ 4:30PM-PST. After this date and time proposals will not be accepted and will remain unopened. Faxed proposals will not be accepted. Postmarks will not be accepted in lieu of actual receipt.

The proposed Fee Schedule is to be submitted to the same address, separately from the proposals, in a sealed envelope. Only one copy of the proposed cost is required.

Hard copies (4) of Proposals are to be submitted to:

Mesa Water District
Attn: Justin Finch
1965 Placentia Avenue
Costa Mesa, CA  92627

Electronic copy (1) is to be included on either a CD, DVD, flash-drive, or may be submitted to:

JustinF@MesaWater.org

Please note that all materials submitted in accordance with this Request for Proposal (RFP) become the property of Mesa Water® and will not be returned. The material may become public record subject to the disclosure provisions of the Public Records Act (Government Code Section 6250 et seq.).
B. Proposal Schedule

The following proposal timeframe is listed below:

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<th>Event</th>
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<tr>
<td>Release of RFP</td>
<td>Tuesday, March 28, 2017</td>
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<tr>
<td>Mandatory Pre-Proposal Meeting/Job Walk</td>
<td>Wednesday, April 12, 2017 @ 9:00AM-PST</td>
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<td>Deadline for Project Inquiries</td>
<td>Friday, April 14, 2017 @ 5:00PM-PST</td>
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<tr>
<td>Response to Project Inquiries</td>
<td>Tuesday, April 18, 2017</td>
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<tr>
<td>Proposals Due Date</td>
<td>Tuesday, April 25, 2017 @ 4:30PM-PST</td>
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<td>Announce Shortlist</td>
<td>Tuesday, May 2, 2017</td>
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<td>Interviews</td>
<td>Monday, May 8, 2017 @ TBD</td>
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<td>Tentative Date for Award</td>
<td>Thursday, June 8, 2017</td>
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<td>Notice to Proceed (NTP) Effective</td>
<td>Monday, July 3, 2017</td>
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C. Pre-Proposal Meeting

A mandatory pre-proposal meeting and job walk shall take place on Wednesday, April 12, 2017 @ 9:00AM-PST at the Mesa Water District headquarters located at 1965 Placentia Avenue, Costa Mesa, CA, 92627. The purpose of the meeting is to provide a project overview, perform a job walk, review the request for proposal, and answer any questions from potential proposers.

D. Project Inquiries

Questions and clarifications regarding this RFP must be requested in writing via email to:

Justin Finch, Water Use Efficiency Analyst
JustinF@MesaWater.org.

The deadline for inquiries is Friday, April 14, 2017 @ 5:00PM-PST.

E. Contract and Terms

Prior to the commencement of services, the selected Consultant awarded the contract will be required to execute a Maintenance Services Agreement (Sample Agreement: Appendix A) between itself and Mesa Water®. The contract shall incorporate the scope of work defined herein and all RFP terms and conditions. Portions of the Consultant’s proposal may be considered for inclusion into the scope of work at Mesa Water’s discretion.

The selected Consultant will not be permitted to levy any service or other charges against Mesa Water®, other than those listed in Appendix C Scope of Work, without being previously negotiated with Mesa Water®.
F. Sample Agreement

A Sample Agreement has been attached for review in Appendix A. This agreement is representative of the agreement that will be executed upon award to the successful Proposer. Mesa Water does not make changes to agreement terms and conditions. Submission of your proposal in response to this RFP constitutes your acceptance of all Terms & Conditions set forth in this Sample Agreement.

Please indicate that the Sample Professional Services Agreement has been reviewed and will execute it with no exceptions if selected by signing and dating the Professional Services Agreement Acceptance Form (Appendix B).

G. Use of Subcontractors

The proposer may utilize subcontractors in an effort to perform all tasks listed in the Appendix C Scope of Work. The proposer must indicate which tasks are performed by the subcontractor and submit the resumes of the proposed subcontracting staff assigned to this project as described in Section III- Proposal Requirements.

End of Section
III. Proposal Requirements

A. General

1. All interested and qualified offerors are invited to submit a proposal for consideration. Submission of a proposal indicates that you have read and understand the entire RFP, to including all appendices, schedules, and addendums (as applicable), and that all concerns regarding the RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the capabilities to satisfy the requirements of this RFP.

3. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

5. All proposals and materials submitted become property of Mesa Water® and may be subject to the California Public Records Act.

6. Responses are to be clear and complete. Be as specific as possible and include explanations where necessary.

B. Proposal Presentation

1. All proposals must be submitted on 8 ½” x 11” sheets of paper, neatly typed, double-sided (preferred), with standard (1 inch) margins and single-spaced with headings, sections, and sub-sections identified appropriately. Font must be at least 11 pt. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.

2. The technical proposal must be divided into five (5) sections with references to parts of this RFP done on a section number and sub-section basis. The sections shall be clearly identified matching the outline in Section III-C.

3. One (1) separate and sealed fee proposal as outlined in Section 2.1 Proposal Submittal, and one (1) original and three (3) copies for a total of four (4) printed proposals, and one electronic version (PDF or MS Word format on a CD, DVD, or USB Flash Drive) of the complete proposal must be received by the deadline specified in Section II.B - Proposal Schedule.
4. The original, all copies of the proposal, and the separate and sealed cost sheet must be in a sealed envelope, container, or package stating the following on the outside:

- Business/Company Name
- Address
- Telephone Number
- Project Title
- Proposal Deadline

5. Hand carried proposals may be delivered to the address documented in Section II-A during normal business hours, Monday through Friday, excluding holidays observed by Mesa Water®. Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer envelope, container, or package used by such service.

C. Proposal Format

Offerors must provide this information in the following format:

**Proposal Cover Page**

The outline below is to be used as the cover page for the proposal. These items must be fully completed and signed by an authorized officer of the business entity.

- Name of Business/Company:
- Business/Company Address:
- Telephone Number(s):
- E-mail Address:
- Website Address:
- Federal Tax ID Number:
- Type of Business (Sole Proprietorship; Partnership; Corporation; or Other (Explain)):
- California Landscaping Contractor (C-27) License Number
- Number of Years in Business:
- Name, title, telephone number and, if different, address of person(s) authorized to represent business entity:
- Name, title, telephone number and, if different, address of person(s) authorized to sign contracts for the business entity:
- Certificate of Insurance showing a minimum of $1 M in Professional Liability (not included in page count).
Proposal Table of Contents

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents as outlined below:

Section 1. Firm Qualifications and Experience (3 pages maximum)

This section should establish the firm’s ability to perform the required work to the expectations of Mesa Water®. Narrative should include the consulting firm’s background, including main business focus, length of time in business, number of employees, location that will primarily support the project. Any subcontractors utilized on this project must be identified in this section. Areas to focus on include:

- Introduction to the firm
- Strength and stability of firm
- Overview of the firm’s capabilities in project scope
- Provide a description of three projects similar to this scope of work that have been completed for public agencies, water districts, federal government, non-profit organizations, or private companies. Include the name of the organization, and the address, name, email, and telephone number for the owner’s point of contact. Note the relevance of each project to the objectives of this project. Brief descriptions of additional projects that demonstrate the firm’s track record to perform the required services may be included in tabular format.
- Provide reasoning why the prospective firm would be the best choice for providing services as described in the RFP for Mesa Water®.

Section 2. Staff Experience and Availability (10 pages maximum)

This section should introduce the key staff that the firm shall commit to the project. The section shall include:

- An Organizational Chart that shows the Project Manager, Task Leaders, subconsultants, and other key team members. If the Project Manager is not an Officer of the firm, include a Project Director that is authorized to sign contracts for the firm.
- Biographical sketches of each staff member that consultant expects to lead each task, reason(s) why the staff member was selected to lead the task, and a statement that the proposed staff members are available during the proposed schedule for the task. Include resumes in an appendix, which will not be included in the page.
count. Include the biographical sketches and resumes of any subcontractors that have key roles on the project.

- Current work load for the proposed team members as it relates to the ability to perform this work to the planned project schedule.
- Work Breakdown Structure (WBS) with summary of hours by task and by labor class for the project team members. This should be provided in a table format. Tasks shall align with those set forth in Appendix C Scope of Work. Do not include rates or total cost in the technical proposal.

Section 3. Scope of Work Understanding (20 pages maximum)

The firm should clearly state its understanding of the project objectives, scope of work, and anticipated deliverables. There are specific tasks to complete for this project with anticipated deliverables clearly outlined. The selected consultant must complete all tasks; proposals to complete only a portion of the tasks will be deemed nonresponsive and will not be evaluated. Do not simply repeat the scope of work provided in Appendix C. Instead, address the following areas in the proposal:

- Describe the key challenges associated with the project and the firm’s approach to overcoming these challenges.
- Describe your firm’s approach to the work and how it will benefit Mesa Water®.
- Outline processes or steps that the consultant will take to ensure quality deliverables. The process shall include a monthly work status summary report where the project status and schedule adherence shall be reported and challenges identified.
- The contract for this project shall incorporate the scope of work defined in Appendix C. The firm may wish to include options and enhancements to the scope of work for Mesa Water’s consideration. Portions of the firm’s proposal may be considered for inclusion into the contract Scope of Work at Mesa Water’s discretion. The firm shall not be permitted to levy any service or other charges against Mesa Water®, other than those listed in Scope of Work, without being previously negotiated with Mesa Water®.

Section 4. Resumes of Key Staff

Include resumes of key staff, including key subconsultants staff. Limit each resume to two (2) pages. Resumes are not included in overall page count.
Section 5. Professional Services Agreement Acceptance Form

Include the signed Professional Services Agreement form from Appendix B of this RFP. Appendix B is not included in the overall page count.

D. Fee Proposal (Pricing Sheet) - Separate Sealed Envelope (No page maximum)

The fee proposal submitted by the Consultant will be used to negotiate a contract.

Please Note: The Fee Proposal must be submitted in the provided format (Appendix D), but may include additional information and attachments. The Fee Proposal is to be kept separate from the proposal document and one (1) printed copy shall be submitted separately in a sealed envelope. The costs will be reviewed after the contents of the proposals are reviewed and rankings are determined.

The Fee Proposal, using Appendix D, for all items listed in this Request For Proposal (RFP) shall include all of the applicable recurring and incidental costs including but not limited to:

- Monthly maintenance costs per site.
- General fertilizer costs.
- Tree trimming labor for large trees.
- Irrigation system repair labor.
- Unit prices for standard plant materials including 1 gallon, 5 gallon, 15 gallon, 24” box, and flats.
- Other relevant items as listed in the scope of work.
- Other items the Proposer may wish to include for Mesa Water’s consideration.

Please show a total time and materials, not-to-exceed fee to deliver the scope of work. If your proposal includes enhancements above the scope of work, please show the cost of these enhancements below the fees.

End of Section
IV. Evaluation Criteria and Selection Process

A Selection Team established by the Project Manager will review, evaluate, and score the proposals. The scoring system will be based on a scale of 1 to 5 with 5 being the most favorable score. The Evaluation Team shall evaluate the proposals based upon the following weighted criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm and Staff Qualifications &amp; Experience</td>
<td>30%</td>
</tr>
<tr>
<td>Company/Staff Availability</td>
<td>20%</td>
</tr>
<tr>
<td>Understanding of Scope of Work to be Performed</td>
<td>40%</td>
</tr>
<tr>
<td>Proposal Quality</td>
<td>10%</td>
</tr>
</tbody>
</table>

The Selection Team may select the proposal that clearly exceeds the others in all mandatory specifications of the RFP or they may select finalist proposals that meet specifications and whose score on evaluation factors is sufficiently high to merit further consideration by the Selection Team.

The Selection Team may conduct interviews with the most qualified and responsive firms. The consulting firms asked to participate in the interview process may be required to submit other information or clarification on submitted proposals.

Each firm will be expected to respond to a series of questions posed by the Selection Team during a maximum 60 minute period.

The Selection Team may ask for further clarification of the submitted cost prior to completing the selection rankings.

Mesa Water® reserves the right to reject any and all proposals for any reason. Mesa Water® may not proceed, for any reason, with the selection process of a proposer if Mesa Water® deems it is in the best interest of the organization. Mesa Water® shall not be responsible to any of the submitters for the cost to prepare their proposal in response to this RFP.

Proposals must include the entire scope of work as outlined in this RFP.

End of Section
Appendix A: Maintenance Services Contract
MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (Agreement) is entered into on ____________ ____, 20__, by and between Mesa Water District, hereinafter called “Mesa Water,” a county water district organized and operated pursuant to California law, and ___________________________, a ________________, hereinafter called “Contractor.”

WHEREAS, Mesa Water desires certain services hereinafter described and Contractor is capable of providing and Contractor desires to provide such service.

NOW, THEREFORE, Mesa Water and Contractor for the consideration and upon the terms and conditions hereinafter specified agree as follows:

SECTION I

SCOPE OF SERVICES

1.1 The services to be performed under this Agreement are as described in Appendix C hereunto attached and by this reference made a part hereof. In the event that a conflict or contradiction is discovered between the appendices and this Agreement, the Agreement shall prevail. Such service shall be performed by individuals as employees of Contractor, as independent contractors, and not by or as employees of Mesa Water, and shall otherwise be performed in accordance with the Contract Documents therefor, as defined herein.

SECTION II

CONTRACT TIME

2.1 Contractor shall commence performance on work as described herein beginning on ____________ ___, 20___, and shall complete such work no later than __________ ___. 20__.

SECTION III

PAYMENTS

3.1 Monthly periodic payments and final payment will be made in accordance with the General Terms and Conditions.
SECTION IV

COMPONENT PARTS OF CONTRACT

4.1 This Agreement includes not only this Agreement, but further all of the contract documents (“Contract Documents”) set forth herein, to wit:

☐ General Terms and Conditions
☐ Appendix C: Scope of Work

SECTION V

COMPLIANCE WITH PUBLIC CONTRACTING LAWS

5.1 Mesa Water is a public agency in the State of California and is subject to provisions of law relating to public contracts. It is agreed that all applicable provisions of law relating to public contracts are part of this Agreement, to the same extent as though set forth herein and will be complied with by Contractor.

SECTION VI

MISCELLANEOUS

6.1 Notices. Any notice, request, demand, consent, or approval or other communication required or permitted hereunder by law, shall be validly given and made only if in writing and delivered in person to an officer or duly authorized representative of the party, or deposited in the United States mail, first class postage prepaid, and addressed to the party for whom intended as follows:

Mesa Water District  
Attn: Justin Finch  
1965 Placentia Avenue  
Costa Mesa, CA 92627

Contractor  
Attn: ____________________  
_______________________  
_______________________

6.2 Severability. If any term, provision, condition or covenant of the Agreement, shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement, or the application of such term, provision, covenant or condition to persons or circumstances other than those to whom of which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
6.2 The signatories hereto do warrant that they are appropriately authorized to execute this Agreement on behalf of the party for which they signed.

IN WITNESS WHEREOF, the parties have executed this Agreement the day first hereinabove written.

_______________________________
CONTRACTOR

By: ____________________________
Authorized Representative, Title

_______________________________
MESA WATER DISTRICT

By: ____________________________
Paul E. Shoenberger, PE
General Manager

Printed Name
APPENDIX C

SCOPE OF WORK

SEE SCOPE FROM REQUEST FOR PROPOSALS
PART A. CONTRACTOR'S PERFORMANCE.

1. **Independent Contractor Status.** The Contractor shall, for all purposes of this Contract, be deemed to be an independent contractor.

2. **Standard of Performance.** The Contractor, on behalf of itself and its employees, warrants that they have the professional skill, knowledge and experience necessary to perform and complete the Work within the time required pursuant to this Contract.

3. **Licenses.** The Contractor warrants that it currently has, and that it shall maintain until completion and acceptance of the Project, all licenses, permits, qualifications and approvals of whatever nature as are legally required to permit the Contractor to perform the Work required pursuant to this Contract and to complete the Project.

4. **Conflict of Interest.** The Contractor warrants that, for the term of this Contract, it shall not accept, encourage or solicit from any board member, officer or employee of the District any funds or act(s) that may result in a direct financial interest in this Contract or any present or anticipated material benefit arising from this Contract.

5. **Contractor Records.** The Contractor shall maintain all books, documents, papers, accounting records, computer files, and other information related to performance of this Contract, including, but not limited to, the costs of administering this Contract ("Contractor Records"). The Contractor Records shall be available for inspection by the District and any State or federal agency with jurisdiction over the Work or Project funding. The Contractor shall make the Contractor Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the date of final completion or filing of a Notice of Completion for the Project, whichever is later. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Contractor Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Contractor Records for such longer period as may be required by federal law.

PART B. EMPLOYEES AND SUBCONTRACTORS.

1. **Contractor's Employees.** The employees of the Contractor shall at times be under the Contractor's exclusive direction and control on the Project. The Contractor shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Work, as required by law. The Contractor shall immediately remove from the Project and job site any employee, who is determined by the District to be uncooperative, incompetent, or a threat to the safety of persons or the Work, or who fails or refuses to perform the Work in a manner acceptable to the District. The Contractor shall not thereafter re-employ any such person on the Project.

2. **Labor Code Requirements.** The Project is a "public work" as defined in Section 1720 of the California Labor Code ("Labor Code"), to which Part 7, Chapter 1, of the Labor Code is applicable. A contractor or subcontractor that has been debarred in accordance with the Labor Code, including Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Work. Wage rates for the Work shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1" for the location of the Work. Wage rates shall conform to those on file at the District's principal office and posted at the Work site. The following Labor Code sections are by this reference incorporated into and are a fully operative part of this Contract, and Contractor shall be solely responsible for compliance therewith:

   (i) Section 1735: Anti-Discrimination Requirements;
   
   (ii) Section 1771 and 1774; Requirement to Pay Prevailing Wages;
   
   (iii) Section 1775: Penalty for Prevailing Wage Rate Violations;
(iv) Section 1776: Payroll Records;
(v) Section 1777.5 and 1777.6: Apprenticeship Requirements;
(vi) Sections 1810 and 1811: Working Hour Restrictions;
(vii) Section 1813: Penalty for Failure to Pay Overtime; and
(viii) Section 1815: Overtime Pay.

For public works projects greater than $1000, the Contractor shall pay the general prevailing rate of per diem wages to all workers employed on contracted projects as established by the California Department of Industrial Relations ("DIR"). Contractor and any subcontractor performing work under this Contract shall be registered with DIR and qualified to perform work pursuant to Labor Code Sections 1725.5 and 1771.1. Contractor shall be responsible for providing proof of current registration for both Contractor and any subcontractor prior to performing any work, and contracts with unregistered contractors shall be subject to cancellation by the District. Contractor acknowledges that this Contract is subject to compliance monitoring and enforcement by DIR.

PART C. WORK AND SITE CONDITIONS.

1. Work Permits and Licenses. The Contractor shall obtain, at its own expense, all permits and licenses of a temporary nature necessary for the performance of the Work, including, but not limited to, any required business licenses, Construction permit(s) and/or Storm Water permit(s) if applicable. The Contractor shall procure and pay for all licenses required in its trade classification by any city, county, or the State, except for those specified in Section 2 below.

2. Building Permits and Utility Connections. Notwithstanding Section 1 of this Part C, to the extent required, the District shall procure and pay for all building permits required by local building officials and for connection to public utilities, to the extent required by law or obtained by the District in its discretion.

3. Extension of Time. The District shall extend the time for completion of the Work, by such number of days determined by the District in its reasonable discretion, in the event Contractor's progress on the Work is delayed as a result of: (i) an unreasonable act or omission of the District, or an act or omission of the District not contemplated by the District and the Contractor; (ii) an act or omission of any other prime contractor on the Project; (iii) required changes in the Work; (iv) strike or lockout not instigated by the Contractor or an affected subcontractor; (v) unusual and severe interruption in interstate or intrastate, but not local or regional, transportation; (vi) earthquake, flood or other unavoidable casualty that is not the fault of Contractor or a result of Contractor's actions or work; or (vii) any other cause determined by the District to justify an extension of time. No such extension of time shall be granted for a delay occurring more than seven (7) days prior to a claim therefor is made in writing to the District. In the case of a continuing cause of delay, only one claim shall be necessary. No claim for extension of time shall be made or approved for failure of the District to provide Plans and Specifications to the Contractor unless the Contract Documents specify a particular date upon which the Plans and Specifications shall be provided to Contractor. If the Contract Documents so specify, the Contractor shall have no right to claim an extension of time therefor sooner than two weeks after Contractor demands Plans and Specifications from the District.

4. Workmanship and Materials. The Contractor shall employ nothing less than good quality workmanship in performing the Work. All materials, equipment and other items incorporated into the Work shall be of good quality and, unless specified otherwise, shall be new.

5. Substitutions of Materials and Equipment. The Contractor shall use and/or incorporate into the Work on the Project all materials and equipment as are specified in the Contract Documents, except upon written approval by the District Representative or Architect of the substitution of "equal" materials or equipment.

6. Contractor's Title to Materials. Neither the Contractor nor any subcontractor on the Project shall purchase materials, equipment, supplies or other items for use on, or incorporation into, the Work subject to any chattel mortgage or under a conditional sale or other agreement pursuant to which an interest is retained by the seller. The Contractor warrants that it shall have good, free and clear title to all materials, equipment, supplies or other items for which the Contractor accepts any payment from the District.

7. Inspection of Work. Special testing or approval of portions or elements of the Work, or of materials, equipment or other items to be incorporated into the Work, may be required pursuant the District's inspector's
8. **Protection of Work and Site.** The Contractor shall protect the Work and any portions of the Project affected thereby from harm and is responsible under all circumstances for the conditions thereof until final acceptance of the Project by the District. The Contractor shall protect adjacent property, including, but not limited to, all structures, walkways, pipelines, utilities, trees, shrubbery, and furniture, from injury or damage arising out of Contractor's performance of the Work on the Project or the Project site, and shall repair or pay the cost of repairing any such damage or injury that occurs.

9. **Cleanup and Storage.** The Contractor shall ensure that the area of the Project site in which the Work occurs is at all times, including nights and weekends, free of loose or accessible waste, materials, tools and equipment, and maintained in a manner that will cause the least inconvenience to the general public and District staff, as applicable. The Contractor shall comply with all instructions from the District Representative with respect to conditions at the site and to remove all rubbish and debris generated by, and any unnecessary materials, tools, equipment or temporary structures owned or used by, the Contractor or its subcontractors.

10. **Safety.** Contractor shall perform and maintain the Work so as to avoid injury or damage to any person, including District employees, visitors and the general public, or property. Contractor shall be responsible in the event of any such injury or damage resulted from any unsafe or unprotected condition on the Project. The Contractor shall conduct such clean-ups of the area of the Work, including grounds and sidewalks, as are necessary to maintain the safety of the area of the Work, but in any event not less than once daily.

11. **Asbestos or Other Hazardous Materials.** In the event the Contractor encounters on the Project site material that Contractor reasonably believes to be asbestos, polychlorinated biphenyl (PCB), any material listed by the federal or State EPA or federal or State health agencies as a hazardous material, or any other material defined as being hazardous under federal or State laws, rules or regulations ("Hazardous Material") that has not been rendered harmless, Contractor shall immediately stop Work in the area affected and report the condition to the District in writing. The Contractor shall resume the Work only if it is determined that no Hazardous Material is present or that such Hazardous Material has been rendered harmless. The District shall not require the Contractor to perform any Work relating to Hazardous Material without the Contractor's consent.

12. **Non-Asbestos Containing Materials Certification.** Prior to commencing work on the Project, the Contractor shall execute and submit to the District the Non-Asbestos Containing Materials Certification Form included within the Contract Documents for the Project.

13. **Inspection of Completed Work.** The Inspector may require inspection of any portion of the Work already completed as to which there is a reasonable question as to whether it was completed in accordance with the requirements of the Contract Documents. In such event, the Contractor shall remove or un-do all portions of the Work as are necessary to facilitate inspection of the questioned portion of the Work. If the questioned portion of the Work is found not to conform with the Contract Documents, the Contractor shall pay all costs of the re-examination and correction of the Work, including repair or replacement of previously completed Work that was removed or un-done to inspect. If the questioned Work is found to conform to the Contract Documents, the District shall pay the cost of the re-examination and any repair or replacement of previously completed Work that was removed or un-done for inspection.

14. **Correction of Work Before Final Payment.** The Contractor shall promptly remove from the Project and the Project site all materials, equipment or other items that, as determined by the Inspector, fail to conform to the requirements of the Contract Documents, regardless of whether such materials have already been incorporated into the Work. The Contractor shall, at its own expense, promptly replace any such materials, equipment or items with conforming materials, equipment or items, and shall thereafter repair the Work and/or execute the remaining Work in conformance with the Contract Documents. In addition, the Contractor shall bear all costs and expenses of replacing or repairing the work of other contractors or subcontractor(s) that is destroyed or damaged in the course of removing or replacing any non-conforming materials, equipment or other
items that were incorporated into the Work. The District shall have no obligation to make the Final Payment pursuant to the Contract unless and until the Contractor satisfies the requirements of this Section.

18. **Guarantee.** In addition to any manufacturer or other guarantees required elsewhere, as applicable to the extent Contractor’s work involves installation of new equipment and/or parts, the Contractor hereby guarantees that all Work performed pursuant to the Contract shall be of good quality and conform to all requirements of the Contract Documents, and that the Work shall be free from defective, faulty or non-conforming workmanship, materials, equipment and other items. Contractor agrees that it shall repair, replace or correct any such defective, faulty or non-conforming Work that appears or is discovered during the one (1) year period after the date of final acceptance of the Project by the District (or the period of time specified elsewhere in the Contract Documents or in any guarantee or warrantee provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later). The provisions of this Section shall not be construed to limit the guarantee on items for which a longer guarantee is specified or on items for which the manufacturer provides a longer guarantee period. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District.

**PART D. CHANGES IN THE WORK.**

1. **District Instructions.** In giving instructions related to performance of the Work, the Contractor shall comply with instructions of the District Representative related to minor changes in the Work not involving extra cost and not inconsistent with the purpose of the Work, and there shall be no additional compensation to the Contractor therefor.

2. **District Authority.** The District shall have the right to require, without invalidating the Contract, any significant alteration, deviation, or change in the scope, method of performance, nature of materials or price of the Work or the Project, or any other matter materially affecting the performance or nature of the Work or the Project (“Change in the Work”).

3. **Change Orders.** Any request for a Change in the Work that involves an adjustment of the Total Contract Price shall be set forth in writing to the District (“Change Order”). Except in the event of an emergency, no Change Order shall become effective, and the District shall have no liability related thereto for payment or otherwise, unless and until approved and signed by the District and the Contractor and approved by the District’s Board of Directors (“District Board”) or an authorized delegate. All work pursuant to a Change Order shall be performed in accordance with the terms and conditions of the Contract, except that any claim for extension of time caused thereby shall be determined at the time of ordering such Change in the Work. In the event of an emergency endangering life or property, notwithstanding the foregoing, the Contractor may rely on the District’s oral requests for additional work, which if affecting the Total Contract Price will be adjusted accordingly by the District.

4. **Valuation of Change Orders.** The Parties shall determine the fair and reasonable value of any such Change in the Work, which will be added to or deducted from the amount of the Total Contract Price.

**PART E. CONTRACTOR COMPENSATION.**

1. **Periodic Payments.** The District shall make periodic payments within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor. Late payments shall be subject to interest at the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. Upon receipt of a payment request, the District shall: (a) review as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request; and (b) for payment requests determined not to be a proper payment request suitable for payment, return said payment request as soon as practicable, but not later than seven days, after receipt, along with an explanation in writing detailing the reasons why the payment request is not proper. The number of days available to the District to make a payment in connection with a re-submitted progress payment request, without incurring interest, shall be reduced by the number of days by which the District exceeds the seven-day return requirement for the original (or any subsequent resubmitted) request, as set forth in this Section.
PART F. INSURANCE AND INDEMNIFICATION.

1. Liability Insurance. The Contractor shall obtain, and shall maintain until completion and final acceptance of the Project, a policy of commercial general liability insurance ("Policy"), written on an "occurrence" basis, covering claims for bodily injury, including death, property damage, and consequential damages that may arise out of or result from Contractor's performance of the Contract or from actions taken in connection with the Work, whether such actions are taken by Contractor, by any subcontractor of Contractor, or any person directly or indirectly employed by any of them, on the Project Site or on the Contractor's premises.

The Policy shall provide coverage for both the ongoing and completed operations of the Contractor. The Policy shall provide coverage only for the Work; the Policy shall not provide coverage for any other construction or work by the Contractor. The Policy shall provide coverage for the indemnification obligation assumed by the Contractor pursuant to the Contract Documents. The Policy shall be primary and non-contributing insurance coverage with respect to any insurance or self-insurance maintained by the District. Policy exclusions are subject to review and approval by the District.

The Policy shall name the District as an additional insured and shall be in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate. The Policy shall include a cross-liability endorsement and a waiver of the insurer's rights of subrogation. Prior to commencing the Work, Contractor shall provide to the District a certificate issued by the insurer ("Certificate of Insurance") evidencing that Contractor has obtained the Policy. The Certificate of Insurance shall name the District as an additional insured under the Policy and shall provide that the Policy is primary and non-contributing with respect to any insurance or self-insurance maintained by the District. The Certificate of Insurance shall require that the insurer give written notice to the District no later than thirty (30) days prior to cancellation, termination, expiration without renewal, or reduction in coverage of the Policy.

The Contractor hereby waives any and all rights it may have against the District pursuant to this Agreement to the extent claims or damages are covered by insurance required pursuant to this Section. The Contractor must keep the Policy in full force and effect for at least one year after the date of Final Payment to the Contractor to ensure that coverage for products-completed operations remains in effect for at least such one-year period. The District in its discretion may waive the requirement for some or all of the tail coverage with respect to any Subcontractor whose services relate solely to temporary work.

2. Automobile Insurance. Contractor shall provide Automobile liability coverage, written on ISO Form CA 00 01, or equivalent, covering any auto, or, if no owned automobiles, hired and non-owned, in an amount of not less than $2,000,000 combined single limit.

3. Workers' Compensation and Employer's Liability. Worker's Compensation insurance is required and shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with $1,000,000 per bodily injury per accident, bodily injury by disease, and bodily injury by disease for each employee, covering all persons providing labor or services on behalf of Contractor and all risks to such persons under this Contract.

4. Deductibles. The District shall have the right to review and approve any deductibles applicable to the Policy or to any Subcontractor Policy. The Contractor hereby agrees that it shall, upon reasonable request of the District, either: (i) reduce or eliminate any such deductible; or (ii) obtain and provide to the District a bond or bonds guaranteeing payment of losses and related investigations, claims, administrative and legal costs and expenses, including the deductible, if any.

5. Indemnification. The Contractor shall indemnify, defend, and hold harmless the District against and from any and all claims, demands and liability for damage, loss or expense attributable to the injury or death of any person(s) or the damage to any property resulting from, arising out of, or in any way connected with the performance of the Contract or of the Work by Contractor or its officers, agents, employees or subcontractors. The Contractor shall reimburse the District for all damages, expenses and losses incurred by the District as a consequence of any claim, demand, or cause of action that may be brought against the District resulting from, arising out of, or in any way connected with the performance of the Work by Contractor or its officers, agents, employees or subcontractors, including disputes between Contractor and its subcontractor(s). This indemnity shall be in addition to any other indemnification provisions contained in the Contract Documents and shall
survive termination of the Contract. Nothing in the Contract Documents shall be construed or deemed to impose
on the Contractor, or to relieve the District from, liability for the District’s sole or active negligence or willful
misconduct.

PART G. SUSPENSION OR TERMINATION

1. **Suspension of Work by District.** The District, in its sole discretion, may at any time suspend performance
of the Work and/or Project by giving written notice to Contractor, and the suspension shall be effective ten (10)
calendar days after the effective date of such notice. The District, consistent with the provisions of the Contract,
shall pay the Contractor for all Work adequately performed up to the effective date of such suspension.
Contractor shall resume its Work on the Project within thirty (30) calendar days following written notice from the
District to further proceed with Work on the Project.

2. **Termination for Convenience.** The District, in its sole discretion, may at any time terminate this Contract,
or any portion thereof, by giving written notice to Contractor, and such termination shall be effective ten (10)
calendar days after the effective date of such notice. The District, consistent with the provisions of the Contract,
shall pay Contractor for all Work adequately performed up to the effective date of the termination
for convenience. In the event of a termination for convenience, the Contractor shall not be entitled to any profits,
overhead or general conditions costs for any portion of the Work that was not performed prior to termination or
to compensation for costs related to discontinuing the Work.

3. **Termination for Cause.** In the event of any of the following: (i) Contractor is adjudged bankrupt, makes
a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor’s insolvency;
(ii) as reasonably determined by the District, the Contractor refuses or fails to provide a sufficient number
properly skilled workmen or the proper materials or supplies as are necessary for timely and/or proper
completion of the Work; (iii) Contractor fails to promptly pay subcontractors for material or labor; (iv) Contractor
in more than one instance, or knowingly in any instance, fails to comply with any laws, ordinances, or
instructions of the District; (v) Contractor or its subcontractors otherwise fail to comply with any material
provision of the Contract; the District may serve notice on the Contractor and its surety(ies) describing the
unsatisfactory condition or violation ("Notice of Default"). Unless, within forty-eight (48) hours after service of any
such Notice of Default, the unsatisfactory condition or violation shall cease and arrangements satisfactory to the
District are made for correction thereof, the District may, at its option, (i) take such action as, in the District's
opinion, is necessary to correct the unsatisfactory condition or violation and deduct the cost thereof from any
amounts due or to become due to Contractor pursuant to this Contract, or (ii) proceed to terminate this Contract,
or any portion thereof. In the event the District elects to terminate this Contract or any portion thereof, the
District shall hold a hearing not sooner than forty-eight (48) hours after delivery of the Notice of Default. The
Contractor shall be permitted at such hearing to present evidence to support a determination by the District that
it should not terminate the Contract. The hearing shall be conducted by the District Board, who shall render a
final decision. Unless specified otherwise, a decision by the Board shall be effective immediately.
Notwithstanding a termination pursuant to this Section, the Contractor and its surety shall continue to be
responsible and liable, in accordance with the Contract documents and applicable law for any and all defects in
quality, damage to property, injury to any person, and other matters arising from the Work performed prior to the
termination.

4. **Effect of Termination for Cause.** In the event of any termination for cause pursuant to Section 3, above,
the District shall be entitled to withhold and retain from any payment due to the Contractor all amounts
necessary to offset any expenses, losses or damages incurred by the District as a result of the termination for
cause. If the remaining amounts potentially payable to the Contractor pursuant to this Contract are insufficient to
offset such expenses, losses and damages, the Contractor shall reimburse the District for the uncompensated
balance of such expenses, losses or damages, including any uncompensated costs to complete the Work. The
District’s rights pursuant to this Contract are in addition to, and not in lieu of, any other rights or remedies
available to the District in the event of a termination for cause. In addition, the following provisions shall also
apply in the event of any termination for cause pursuant to Section 3, above:

   (a) The Contractor shall not be entitled to further compensation until satisfactory completion and
   acceptance by the District of all of the Work.
(b) In the event the District takes over the Work, the District may, without liability for doing so: (i) take possession of the Work and the Project site; (ii) take possession of all materials, tools, equipment and appliances located at the Project site which are necessary to complete the Project; (iii) procure, upon such terms and in such manner as it may determine appropriate, services required to complete the Work; (iv) require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract; and (v) complete the affected portion(s) of the Project by whatever method the District may deem to be in its best interests, including, but not limited to, calling upon Contractor's surety to complete the Work or issue payment(s) to the District or its replacement contractor(s).

(c) In the event the District takes over and satisfactorily completes the Work, if the unpaid balance of the Total Contract Amount exceeds the cost to the District of satisfactorily completing the Work, including compensation for any additional architectural, managerial or administrative services, such excess shall be paid to the Contractor after satisfactory completion and acceptance of the Work by the District less any obligation(s) incurred by any stop notices. If the cost to the District of satisfactorily completing the Work is greater than the unpaid balance of the Total Contract Amount, the Contractor shall pay the difference to the District under the same time periods called for in the Contract Documents. In addition, the District may pursue any other recourse or remedies against the Contractor, which are available pursuant to law or the Contract.

PART H. LAWS AND OTHER REQUIREMENTS.

1. **Liability for Non-Compliance with Laws.** The Contractor at all times during the execution of the Work shall be and remain fully informed of all local, State and federal laws, ordinances, rules, regulations or other requirements that may in any manner affect those engaged or employed to perform any of the Work or the materials used in performing the Work, or that may in any way affect the performance of the Work. If the Contractor observes that the drawings and specifications are at a variance with any applicable law, ordinance, rule, regulation or other requirement, Contractor shall promptly notify the District Representative in writing. The Contractor shall bear all liability and costs, including any fines, arising from performance of any of the Work knowing it to be contrary to any applicable law, ordinance, rule, regulation or other requirement and having failed to notify the District Representative of the same.

2. **Provisions Deemed Inserted.** Each and every provision or clause required by law to be inserted in the Contract are hereby be deemed inserted, and this Contract shall be read and enforced as though it were expressly included. If through mistake or otherwise, any required provision is not inserted or is not correctly inserted, then upon application of either the District or the Contractor, the Contract shall be amended to make the insertion or correction. All references in the Contract to laws, ordinances, rules, regulations or other requirements shall include all amendments, replacements and enactments on the subject that are in effect as of the date of this Contract, as well as any later amendments thereto that do not materially or substantially alter the rights or obligations of the Parties.

3. **Tobacco-Free Facility.** All properties and facilities owned, leased or operated by the District, including the Project, are tobacco-free work places. It is strictly forbidden while on or in any District-controlled property or facility, including the Project, to smoke, chew or otherwise use tobacco products. Any employee of the Contractor or its subcontractors found in violation of these requirements will be required to permanently leave District premises and the Contractor shall not thereafter re-employ such person on the Project or permit such person on the Project site. The Contractor shall include this provision in all contracts with subcontractors and others performing any of the Work or providing labor, materials or services related to the Work, and each shall provide a copy of this provision to its employees on the Project.

4. **Drug-Free Facility.** All properties and facilities owned, leased or operated by the District, including the Project, are drug-free work places. It is strictly forbidden while on or in any District-controlled property or facility to: (i) engage in the unlawful manufacture, dispensation, possession or use, including being under the influence, of any controlled substance, (ii) possess or use any alcoholic beverage, or (iii) use any illegal substance which may cause serious impairment of normal abilities. Any employee of the Contractor or its subcontractors found in violation of these requirements will be required to permanently leave District premises and the Contractor shall not thereafter re-employ such person on the Project or permit such person on the Project site. The Contractor shall include this provision in all contracts with subcontractors and others performing any of the Work or
providing labor, materials or services related to the Work, and each, as well as the Contractor, shall provide a

copy of this provision to its employees on the Project.

6. **Workers’ Compensation Certification.** In accordance with Labor Code Section 1861, concurrent with

execution and delivery of the Contract, the Contractor shall execute and deliver to the District the certification
form included within the Contract Documents whereby the Contractor acknowledges its responsibility to secure
workers’ compensation insurance in conformity with the requirements of Labor Code Section 3700, et seq.

**PART I. DISPUTE RESOLUTION.**

1. **Governing Law and Venue.** The Contract and all rights and obligations arising out of it shall be

   construed in accordance with the laws of the State. Any arbitration, litigation or other proceeding arising out of

   the Contract shall be commenced and conducted only in the County of Orange, California.

2. **Mediation and Arbitration.** The provisions of Part 3, Chapter 1, Article 1.5 (commencing with Section

   20104) of the Public Contract Code (“Dispute Resolution Provisions”) shall apply to all public works claims of

   $375,000 or less arising or resulting from the Contract. The Dispute Resolution Provisions are incorporated

   herein by this reference. The Dispute Resolution Provisions require that any such claim be in writing and

   supported by adequate documentation of the basis for the claim. The District shall respond to any such claim as

   required pursuant to the Dispute Resolution Provisions, and the Parties may be required to mediate and

   arbitrate the claim(s).
Appendix B: Maintenance Services Agreement Acceptance Form

Firm Name: ______________________________________________________

Address: ______________________________________________________________________________________

City ________________________ State ________ Zip Code ______________

Telephone: __________________________ Fax: ________________________

I have reviewed the RFP, Professional Services Agreement, and Fee Proposal, in their entirety. Our firm will execute the Professional Services Agreement with no exceptions.

Name of Authorized Representative: _____________________________________

Signature of Authorized Representative: ____________________________

Date: ____________________________
Appendix C: Scope of Work
LANDSCAPE MAINTENANCE AND MANAGEMENT SERVICES

APPENDIX C

SCOPE OF WORK & MAINTENANCE MANUAL
DEMONSTRATION GARDEN
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<td>14-15</td>
</tr>
</tbody>
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# REFERENCES

A  Maintenance Location Maps... A1
SECTION 1 INTRODUCTION

Mesa Water District (Mesa Water) has a total of twelve facilities in which landscape facilities are to be maintained. These landscapes range from high-profile water-wise demonstration gardens, to corporate style frontage landscapes. The sites contain a mixture of California native and non-native drought tolerant vegetation; water conserving irrigation systems; and storm water quality enhancing features. The sites are comprised of water storage and production facilities which are visible to the public, and are expected to be kept in top condition at all times.

The landscape at the Mesa Water Reliability Facility (MWRF) is a collection of five demonstrative and interpretive gardens. The gardens have been divided into five native habitats composed of Redwood Forest, Coastal Sage Scrub, Riparian Woodland, Coastal Grasslands, and Coastal Succulents. The highlight of the five gardens is the redwood forest, which represents the history behind the water source of that facility.

The demonstration garden at the Mesa Water headquarters (MWHQ) is a mixture of California native and non-native drought tolerant vegetation. The landscape has undergone some recent renovation, and future renovations are planned. This high-profile site serves as a demonstration garden for educating customers about low-water use plants, efficient irrigation systems, and weather-based irrigation controllers.

The objective of the landscapes at these sites is to maximize performance and benefits, and to maintain vegetation in healthy conditions. Healthy vegetation provides numerous environmental benefits, enhances aesthetic experiences of visitors, and communicates stewardship.

This manual is intended to provide guidelines for maintaining and caring for Mesa Water’s demonstration gardens and other facilities’ landscapes. This guide will cover the basic maintenance practices that are necessary to promote a healthy and aesthetically pleasing landscape.

The maintenance contractor shall familiarize themselves with any as-built drawings and specifications, if available, to fully understand the needs and requirements of the site’s maintenance requirements. The staff utilized to perform landscape work upon Mesa Water premises must be competent in maintenance techniques of drought tolerant and native landscapes. The landscape contractor shall furnish all labor, equipment, tools, maintenance services, and special skills required to perform maintenance duties as specified. The landscape contractor will provide a sufficient quantity of tools needed to equip the work force. Mesa Water will not be able to loan tools to the landscape contractor. Mesa Water will not provide tool storage; therefore the contractor must remove all tools and equipment at the end of the workday unless otherwise approved by the Project Manager. Tools and equipment will be operated in a safe and responsible manner, and maintained according to manufacturer specifications, to ensure worker safety and the safety of the public and Mesa Water personnel. Mesa Water may describe other related duties as they arise.
SECTION 2  MAINTENANCE SUMMARY

The following table is provided as a summary to help in scheduling a time frame for routine maintenance of the landscape. Thorough and specific descriptions are to follow.

Table 1: Landscape Maintenance Summary

<table>
<thead>
<tr>
<th>Maintenance Item</th>
<th>Weekly</th>
<th>Monthly</th>
<th>2-4x / Year</th>
<th>Annually</th>
<th>As-Needed</th>
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<tbody>
<tr>
<td><strong>Vegetation Management</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Deadhead Flowering Shrubs</td>
<td></td>
<td></td>
<td></td>
<td>May &amp; Oct</td>
<td></td>
</tr>
<tr>
<td>Prune Shrubs</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Shear Groundcover/Shrubs to a natural form</td>
<td></td>
<td></td>
<td></td>
<td>May &amp; Oct</td>
<td></td>
</tr>
<tr>
<td>Trim Grasses to Base</td>
<td></td>
<td></td>
<td></td>
<td>May</td>
<td></td>
</tr>
<tr>
<td>Divide Clumping Plants / Remove pups</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove Dead/Damaged Leaves</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Replace Dead/Diseased Plants</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Trim Trees</td>
<td></td>
<td></td>
<td></td>
<td>Winter</td>
<td>X</td>
</tr>
<tr>
<td><strong>Mulch</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replace/Add Mulch</td>
<td></td>
<td></td>
<td></td>
<td>Spring</td>
<td></td>
</tr>
<tr>
<td><strong>Fertilization &amp; Soil Amendments</strong></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Fertilize</td>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Wildlife and Pest Management</strong></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Pest Eradication</td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Waste Management / Cleanup</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>Debris and Waste Removal</td>
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<td><strong>Hardscape, Signage, and Lighting</strong></td>
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<td></td>
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<tr>
<td>Hardscape Cleaning</td>
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<tr>
<td>Decomposed granite walkway</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Tables &amp; Benches</td>
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<td></td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Signage cleaning</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Lighting cleaning</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
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<td><strong>Irrigation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Inspect Irrigation System</td>
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<td></td>
<td>X</td>
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<tr>
<td>Repair Irrigation System</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Adjust Irrigation Schedule</td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td><strong>Stormwater Management</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Catch Basin, Bioswale, Dry Well cleanup</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Apr &amp; Nov</td>
</tr>
</tbody>
</table>

Landscape Maintenance and Management Services 2016
Appendix C: Demonstration Garden Maintenance Manual and Scope of Work
SECTION 3 MAINTENANCE SITES AND LEVELS OF SERVICE

Levels of Service. Each site will have varying levels of service, based on whether an irrigated landscape is present. Should levels of service change, the Project Manager will work with the landscape contractor in adjusting the maintenance contract accordingly.

3.A.: Full Service. For sites requiring “Full” level of service, Sections 4-13 apply and are generally required.

3.B.: Debris Removal. For sites requiring “Debris Removal” level of service, Sections 8, 10, and 11 apply and are generally required.

Table 2 Maintenance Sites and Levels of Service

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Location</th>
<th>Address</th>
<th>Level of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mesa Water Headquarters</td>
<td>1965 Placentia Ave, Costa Mesa</td>
<td>Full Service</td>
</tr>
<tr>
<td>2.</td>
<td>Mesa Water Reliability Facility (MWRF)</td>
<td>1350 Gisler Ave, Costa Mesa</td>
<td>Full Service</td>
</tr>
<tr>
<td>3.</td>
<td>Kemp Reservoir</td>
<td>2340 Orange Ave, Costa Mesa</td>
<td>Full Service</td>
</tr>
<tr>
<td>4.</td>
<td>Well 1</td>
<td>1150 Sunflower Ave, Costa Mesa</td>
<td>Full Service</td>
</tr>
<tr>
<td>5.</td>
<td>Well 2</td>
<td>1001 Sunflower Ave, Costa Mesa</td>
<td>Full Service</td>
</tr>
<tr>
<td>6.</td>
<td>Well 3</td>
<td>3581 Harbor Blvd, Costa Mesa</td>
<td>Debris Removal</td>
</tr>
<tr>
<td>7.</td>
<td>Well 5</td>
<td>3596 Cadillac Ave, Costa Mesa</td>
<td>Debris Removal</td>
</tr>
<tr>
<td>8.</td>
<td>Well 7</td>
<td>3325 Harbor Blvd, Costa Mesa</td>
<td>Debris Removal</td>
</tr>
<tr>
<td>9.</td>
<td>Well 9</td>
<td>1301 Sunflower Ave, Costa Mesa</td>
<td>Full Service</td>
</tr>
<tr>
<td>10.</td>
<td>Santa Ana Pump Station</td>
<td>20071 Santa Ana Ave, Costa Mesa</td>
<td>Debris Removal</td>
</tr>
<tr>
<td>11.</td>
<td>Campus &amp; Bristol Pump Station</td>
<td>2121 SE Bristol St., Newport Beach</td>
<td>Debris Removal</td>
</tr>
</tbody>
</table>

For a list of maintenance locations, maps, and access requirements, see REFERENCE A: MAINTENANCE LOCATION MAPS.
SECTION 4   VEGETATION MANAGEMENT

The plants at these facilities have been spaced at the mature size of the plants in both height and spread to allow for the natural form of the plant. Regular scheduled maintenance is required to promote a healthy structure and to control the growth of the plants. The intent of this style of pruning is to maintain the natural plant appearance. Shrubs are intended to fill planting spaces as much as possible.

All landscape areas shall be inspected weekly and excess debris removed. Beds must be free of weeds, grass, and other unwanted items during the course of the service contract. Gardening debris generated from maintenance activities shall be removed from paved and concrete areas.

For a more in-depth list of vegetation and specific maintenance actions, see Table 3: VEGETATION LIST WITH SPECIFIC MAINTENANCE ACTIONS.

Pruning Specifications for Shrubs and Trees:

- Pruning shall be done per ANSI A300 (Part 1) – 2001 Pruning, for Tree Care Operations – Tree, Shrub, and Other Woody Plant, Maintenance – Standard Practices.
- Remove no more than 10% to 25% of the live foliage at any one time.
- All cuts shall be clean with no tears or rough edges.

4.A.: Groundcovers

Groundcover areas shall be uniformly kept free of weeds and grasses. Trim ground cover as needed to keep within bounds and away from obstacles. Sparse groundcover areas will be checked for soil moisture levels, irrigation coverage, and soil compaction to help determine potential growth problems.

4.B.: Shrubs

Keep vegetation off so sidewalks, clear of signs, and heights reduced to maintain vehicular safety. Pruning and trimming standards include:

- Shrubs shall be pruned as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood.
- Dead-heading (removing dead flowers) – dead head by punching or use shears to cut off the flower stem below the spent flower and just above the first full set of leaves. Trim or lightly cut back any shoots that extend beyond the natural form of the plant.
- Pruning/hedging – remove the terminal portion of a branch to promote new growth and control the shape and form of the plant. Trim or lightly cut back any shoots that extend beyond the natural form of the plant using shears.

4.C.: Grasses

Ornamental grasses are to be trimmed back to allow for new, fresh growth. Smaller grasses less than 3’ tall shall be cut back to a height of 6”, whereas larger grasses
shall be cut back to a height of 12”. Workers should take care to not cut and damage the crown. Cut back grass in May (after going to seed).

4.D.: Succulents & Cacti

Succulents and cacti should have additional plant growth at the base of the plant removed to control the size and form of the plant.

4.E.: Vines

Vines shall be trimmed frequently to keep the growth within bounds. Vines should be sheared to prevent formation of mature stems which will be more labor intensive to trim back. Vines must be trimmed back to avoid growing on wood or painted surfaces, as aerial roots and their adhesive damages these surfaces.

4.F.: Trees

Trees shall be inspected for structural integrity, broken branches, crossing branches, and general health conditions. Stakes on newly planted trees shall be removed after one year. Young trees shall be pruned for good structure. Never ‘top’ a tree. Trees may need supplemental deep watering to encourage deep roots and discourage surface root damages. Soil moisture shall be checked using a soil probe.

- Small and medium trees below 15’ may be trimmed by the maintenance contractor, utilizing an International Society of Arboriculture (ISA) Certified Tree Worker®.
- Large trees above 15’ must be trimmed by a qualified tree maintenance service company, which may be the same as or contracted through the maintenance contractor, and must be International Society of Arboriculture (ISA) Certified Tree Worker®.

Table 3: VEGETATION LIST WITH SPECIFIC MAINTENANCE ACTIONS

The following list represents the vast majority of groundcovers, shrubs, grasses, succulents, vines, and trees that are present at the 12 sites to be maintained.

The specific best management practices listed below represents generally accepted maintenance techniques and actions, though additional maintenance requirements may arise based on the landscape needs throughout the year.

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
<th>Maintenance Schedule and Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Fragaria chiloensis</em></td>
<td>Ornamental Strawberry</td>
<td>Cut back or mow in early spring to encourage new growth.</td>
</tr>
<tr>
<td><em>Dymondia margaretae</em></td>
<td>Silver Carpet</td>
<td>Cut back from walkway edges.</td>
</tr>
<tr>
<td>Botanical Name</td>
<td>Common Name</td>
<td>Maintenance Schedule and Notes</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Anigozanthos flavidus</td>
<td>Kangaroo Paw</td>
<td>Cut spent flowers down to base.</td>
</tr>
<tr>
<td>Arctostaphylos species</td>
<td>Manzanita</td>
<td>Second year, pinched or lightly headed back in March or April (while new growth is still tender) to promote a dense growth habit. Do not prune manzanitas during cool, wet, winter months.</td>
</tr>
<tr>
<td>Artemisia californica</td>
<td>California Sagescrub</td>
<td>Prune plants after they flower in November or early December, and before they start actively growing. Do not cut back into old wood- if may not re-sprout.</td>
</tr>
<tr>
<td>Ceanothus species</td>
<td>California Lilac</td>
<td>Second year of growth, pinch and lightly prune in spring after they have flowered and as they are actively producing new vegetative growth.</td>
</tr>
<tr>
<td>Cercocarpus minutiflorus</td>
<td>Mountain Mahogany</td>
<td>Second year of growth, in May thin out growth to reveal interior bark. Prune base of any water sprouts.</td>
</tr>
<tr>
<td>Eriogonum fasciculatum</td>
<td>Buckwheat</td>
<td>Dead-head flowers six weeks after turning brown.</td>
</tr>
<tr>
<td>Heteromeles arbutifolia</td>
<td>Toyon</td>
<td>Second year, prune lightly in early winter.</td>
</tr>
<tr>
<td>Heuchera hybrid</td>
<td>Coral Bells</td>
<td>Summer dormant needing very little summer watering. Shear off dead iris leaves.</td>
</tr>
<tr>
<td>Iris douglasiana</td>
<td>Douglas Iris</td>
<td>Shall not be pruned or edged the first three years of growth.</td>
</tr>
<tr>
<td>Ceanothus species</td>
<td>California Lilac</td>
<td>For a second season of flowers, from mid-May to mid-June, cut off all existing flower stalks. Water the plants to keep them actively growing. In mid-July to early August another round of flower will follow.</td>
</tr>
<tr>
<td>Myrica californica</td>
<td>Pacific Wax Myrtle</td>
<td>Second year, pinch tips of stems to promote a dense growth habit.</td>
</tr>
<tr>
<td>Phormium hybrids</td>
<td>Dwarf Flax</td>
<td>Cut dead fronds at the base</td>
</tr>
<tr>
<td>Pittosporum tobira</td>
<td>Mock Orange</td>
<td>From April to October, lightly shear shrubs once a month</td>
</tr>
<tr>
<td>Rhamnus californica</td>
<td>California Coffeeberry</td>
<td>Second year, March - May lightly pinch or prune.</td>
</tr>
<tr>
<td>Rhamnus crocea</td>
<td>Redberry</td>
<td>Second year, March – May lightly pinch or prune.</td>
</tr>
<tr>
<td>Rhaphiolepis indica</td>
<td>Indian Hawthorn</td>
<td>After spring flowering light shearing once a month until October.</td>
</tr>
<tr>
<td>Botanical Name</td>
<td>Common Name</td>
<td>Maintenance Schedule and Notes</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><em>Salvia clevelandi</em></td>
<td>Cleveland Sage</td>
<td>Young plants should be regularly pinched to lightly headed back to promote dense branching habits. Avoid cutting into older wood. Prune in late fall or early winter, before, or as the new growth begins to expand.</td>
</tr>
<tr>
<td><em>Salvia greggi ‘Furman’s Red’</em></td>
<td>Firecracker Sage</td>
<td>First Year, pinch dead flower stems weekly. In January-February prune dead wood and reduce foliage by 25% to promote new spring growth.</td>
</tr>
<tr>
<td><em>Salvia spathacea</em></td>
<td>Hummingbird sage</td>
<td>Remove spent flower stalks and cleanup the colony after summer flowering.</td>
</tr>
<tr>
<td><em>Schefflera arboricola</em></td>
<td>Dwarf Umbrella Tree</td>
<td>Prune after flowering, keep 5” elevation.</td>
</tr>
<tr>
<td><em>Zauschneria species</em></td>
<td>California fuchsia</td>
<td>First two years pinch back stems after flowering to encourage secondary flower growth. After two years, prune heavily in December to 4” stubs, plant will regenerate uniformly with profession of flowers.</td>
</tr>
<tr>
<td><strong>Grasses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Carex tumulicola</em></td>
<td>Berkeley Sedge</td>
<td>Shear flowers as soon as they begin to brown in June.</td>
</tr>
<tr>
<td><em>Juncus patens</em></td>
<td>California gray rush</td>
<td>Use a coarse, heavy rake to groom the plants and remove dead leaves from other plants that collect in the rush’s stems.</td>
</tr>
<tr>
<td><em>Muhlenbergia rigens</em></td>
<td>Deer Grass</td>
<td>Shear the grass to 6”-8” clumps in May or June.</td>
</tr>
<tr>
<td><strong>Succulents and Cacti</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Agave species:</em></td>
<td>Agave</td>
<td>Remove flowering stems as needed. The rosette that flowered dies, but produces offspring (pumps) that will continue the planting.</td>
</tr>
<tr>
<td><em>Dudleya species</em></td>
<td>Dudleya</td>
<td>One month after flowering remove stems by cutting.</td>
</tr>
<tr>
<td><em>Hesperaloe parviflora</em></td>
<td>Red Yucca</td>
<td>Remove spent flowers early summer</td>
</tr>
<tr>
<td><strong>Vines</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Distictus buccinatoria</em></td>
<td>Trumpet Vine</td>
<td>Trim quarterly to ensure growth is checked.</td>
</tr>
<tr>
<td><em>Ficus pumila</em></td>
<td>Creeping Fig</td>
<td>Trim quarterly to ensure growth is checked.</td>
</tr>
<tr>
<td>Botanical Name</td>
<td>Common Name</td>
<td>Maintenance Schedule and Notes</td>
</tr>
<tr>
<td>----------------------</td>
<td>----------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Trees</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Agonis flexuosa</em></td>
<td>Peppermint Willow</td>
<td>First year, early spring, thin-out interior twigs, small branches (1/4”-1/2” dia.) and foliage. Do not remove more than 10%.</td>
</tr>
<tr>
<td><em>Cercis occidentalis</em></td>
<td>Western Redbud</td>
<td>Maintain as multi-trunk tree, do not remove basal stems. To increase bird foraging do not prune flowers.</td>
</tr>
<tr>
<td><em>Liquidambar styraciflua</em></td>
<td>Liquidambar Tree</td>
<td>Remove dead and damaged limbs and branches in late fall or early winter.</td>
</tr>
<tr>
<td><em>Magnolieae</em></td>
<td>Magnolia Tree</td>
<td>Maintain as multi-trunk tree, do not remove basal stems. To increase bird foraging do not prune flowers.</td>
</tr>
<tr>
<td><em>Pinus halepensis</em></td>
<td>Aleppo Pine</td>
<td>Trees under power lines to be pruned by utility arborist (SC Edison).</td>
</tr>
<tr>
<td><em>Platanus racemosa</em></td>
<td>California Sycamore</td>
<td>Fallen dead leaves need to be cleaned up on a weekly basis to avoid smothering understory plants.</td>
</tr>
<tr>
<td><em>Sequoia sempervirens</em></td>
<td>Coast Redwood</td>
<td>Do not prune during two-year transition period.</td>
</tr>
<tr>
<td><em>Stenocarpus sinuatus</em></td>
<td>Firewheel Tree</td>
<td>Late spring prune lightly interior of tree. Remove dead wood.</td>
</tr>
</tbody>
</table>
SECTION 5  PLANT REPLACEMENTS

Proper maintenance will help reduce plant expiration, however should plants need replacement, they should be replaced as soon as possible. This will avoid disease and infections from spreading to other plant material. It is recommended to plant in the cooler seasons to reduce plant shock.

5.A.: Plant Stock

- Dieback shall be replaced with the same species plant, unless otherwise specified by Mesa Water.
- Plants should be sized and located appropriately to blend in with the existing landscape, or per the Project Manager’s plans and specifications.
- Root bound plants shall not be used.
- All replacement plants shall be in good health and have vigorous growth.

5.B.: Installation Specifications

- Plants shall be replaced in the same location, and within range of existing irrigation emitters.
- Pits shall be 2x the width of the rootball.
- Shrub root crowns (where roots merge into the trunks) shall be planted several inches above finish grade and level with mulch. This will allow the plant to settle without sinking below grade.
  - 1-5 gallon size containers plants: Locate root crowns 2” above the finish grade.
  - 15 gallon size container plants and 24” box trees: Install 3” above finish grade.
- Flood the root zone after planting to remove air and settle soil.

SECTION 6  MULCH

Mulch helps to reduce soil moisture loss and reduce weed growth.

- *Mulch is specified to be only “Forest Floor” ½ - 1 ½” by Aguinaga Green.*
- Mulch shall be applied in planters annually in the spring, except where there are spreading groundcovers.
- Mulch shall be applied at an average depth of 3”, ensuring that all bare soil is covered.
- Mulch shall be maintained 6” away from the root crown of all plants.
- Power blowers shall be used at a minimum in mulched areas so as to prevent disturbance and bare spots.
SECTION 7  FERTILIZATION & SOIL AMMENDMENTS

Plants need a steady supply of nutrients when they are actively growing. Most of those nutrients are readily available in the soil, water, and air. All of the plants in the landscapes are native to California or similar climates, and do not need much, if any, supplemental nutrients from fertilizers. Fertilizers shall be applied according to the following schedule:

- General purpose fertilizer shall be applied once per year, in the spring, according to the manufacturer’s specifications.

- Redwood forest at MWRF shall have the following fertilizers and soil supplements applied, in addition to any general purpose fertilizers:
  - Gypsum applied at 10 pounds per 1,000 square feet, monthly.
  - Calcium Ammonia Nitrate (27-0-0) Yara or Simplot applied at 4 pounds per 1,000 square feet, quarterly.

- Other fertilizers may need to be applied on an as-needed basis to correct various issues as they arise.

- Fertilizers type and application rates shall be pre-approved by Project Manager.

SECTION 8  WEEDING

The best practice in preventing weeds is to always be aware of any unwanted plant material in the landscape whenever a maintenance crew is onsite.

8.A. Inspection. All landscape areas shall be inspected weekly and excess debris removed. Beds must be free of weeds, grass, and other unwanted items during the course of the service contract.

8.B. Removal Specifications. Weeds should be removed while they are still young and before they set seed or produce rhizomes or tubers. Small patches should be removed before they become large. The entire weed should be removed, including the root.

8.C. Physical Control.

- **Hand Tools.** Hand tools should be preferred in removing weeds due to their accuracy and minimal impact to the environment.

- **Weed whackers.** To help prevent accidental damage to beneficial shrubs and the irrigation system, weed whackers or mechanic equipment may only be used in large open areas where the use of manual tools would not be practical.

8.D. Chemical Control. All chemicals will be used and applied in accordance with Federal, State, County, and local laws and ordinances governing use of herbicides, as well as in accordance with the manufacturer’s instructions. Chemical control and herbicides are limited to non-selective herbicides and chemicals.
All Safety Data Sheets (SDS) for chemical herbicides must be provided to the Project Manager prior to application.

Allowable chemical controls include the following:

- Natural herbicides:
  - Pre-emergent: corn gluten meal
  - Post-emergent: vinegar
- Synthetic herbicides:
  - Pre-emergent: oryzalin, such as Surflan®
  - Post-emergent: glyphosate, such as Roundup®

8.E. **Post Weed Removal.** Large infestations should have bare soils covered with 3” of mulch, and/or revegetated per the Project Manager’s direction.

### Table 4: Common Weeds

<table>
<thead>
<tr>
<th>Common Weeds</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cool Season Growers</strong></td>
<td></td>
</tr>
<tr>
<td>Annual Blugrass</td>
<td><em>Poa annua</em></td>
</tr>
<tr>
<td>Bermuda Buttercup</td>
<td><em>Oxalis pes-capre</em></td>
</tr>
<tr>
<td>Yellow Star Thistle</td>
<td><em>Centaurea solstitialis</em></td>
</tr>
<tr>
<td>Mustard</td>
<td><em>Brassica spp.</em></td>
</tr>
<tr>
<td>Bittercress, Pop Weed</td>
<td><em>Cardamin oligosperma</em></td>
</tr>
<tr>
<td>Clovers</td>
<td><em>Trifolium, Medicargo, Melilotus</em></td>
</tr>
<tr>
<td><strong>Warm Season Growers</strong></td>
<td></td>
</tr>
<tr>
<td>Crabgrass</td>
<td><em>Digitaria spp.</em></td>
</tr>
<tr>
<td>Bermuda Grass</td>
<td><em>Cynodon dactylon</em></td>
</tr>
<tr>
<td>Kikuyugrass</td>
<td><em>Pennisetum clandestinum</em></td>
</tr>
<tr>
<td>Creeping Woodsorrel</td>
<td><em>Oxalis corniculata</em></td>
</tr>
<tr>
<td>Bermuda Buttercup</td>
<td><em>Oxalis pes-capre</em></td>
</tr>
<tr>
<td>Spotted Spurge</td>
<td><em>Euphorbia maculate</em></td>
</tr>
<tr>
<td>Bindweed</td>
<td><em>Convolvulus arvensis</em></td>
</tr>
<tr>
<td>Nutsedge</td>
<td><em>Cyperus spp.</em></td>
</tr>
</tbody>
</table>
SECTION 9 WILDLIFE AND PEST MANAGEMENT

Wildlife is a natural occurrence and an indicator of a healthy environment. Wildlife, especially birds and insects, changes with the seasons, educates the public, brings a “sense of place” to a landscape, and enriches our lives.

Utilizing Integrated Pest Management (IPM) in the landscape recognizes that landscape pests are organisms that interfere with the management regime of the landscape, and that the health of the landscape requires the use of both proactive and reactive methods.

*For a more in-depth description of pests and diseases, see Table 5: COMMON NATIVE PLANT PESTS AND DISEASES.*

9.A. **Insects:** all insects shall be considered a food source for birds. If the contractor finds venomous insects or insects damaging plants and/or structures, notify the Project Manager immediately for corrective action by a licensed pest exterminator.

9.B. **Birds:** if nests are observed, all pruning or dead-heading shall be delayed until after nesting period has concluded, generally after April.

9.C. **Integrated Pest Management**

- **Monitoring:**
  - Monitor the plants health continuously to determine if harm is being caused by plant pests. If so, corrective action must be taken.

- **Intervention:**
  - Controlling pests by use of chemical products is considered as a last resort. Contractor shall consult with Project Manager for property low impact pest control.
  - Evaluate whether the chosen method is working after two weeks. If not, alternative methods should be used.

- **Natural Enemies:**
  - Natural enemies are organisms that kill, decrease the reproductive potential of, or otherwise reduce the numbers of another organism. Natural enemies that limit pests are key components of integrated pest management programs. Monitor whether the “natural enemies” of those pests are present and in sufficient numbers. If so, no additional control methods may be necessary.
### Table 5. Common Pests and Diseases of Native Plants

<table>
<thead>
<tr>
<th>Plant Name</th>
<th>Invertebrates</th>
<th>Diseases</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Archtostaphylos</strong> species (Manzanita)</td>
<td>Aphids, Flatheaded Borer, Foliage Miners, Foliage-,feeding Caterpillars Mealybugs, Scales</td>
<td>Canker, leaf Gall Crown Rot (<em>Phytophthora cinnomoni</em>)</td>
</tr>
<tr>
<td><strong>Artemisia californica</strong> (Sagebrush)</td>
<td>Aphids, Foliage Miner , Gall Mite</td>
<td>Rots (<em>Phytophthora</em> spp) Rust (<em>Puccinia</em> spp).</td>
</tr>
<tr>
<td><strong>Ceanothus</strong> species:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cercis occidentalis</strong> (Western Redbud):</td>
<td>Foliage-feeding Caterpillars Scales Whiteflies</td>
<td>Leaf Spot <em>Mycosphaerella cercidicola</em> Canker <em>Cytospora</em> canker Rot <em>Phytophthora</em> cinnamomi</td>
</tr>
<tr>
<td><strong>Cercocarpus minutiflorus</strong> (Mountain Mahogany):</td>
<td>Aphids, Flatheaded Borers</td>
<td>Leaf Spot, Canker, Mildew, Rot Wood Decay</td>
</tr>
<tr>
<td><strong>Eriogonum fasciculatum</strong> (Buckwheat):</td>
<td>Aphids, Beetles, Foliage – feeding Caterpillars</td>
<td>Blight and Branch Dieback, <em>Erwinia amylovora</em> Leaf Spot <em>Endomosporium Rots</em> <em>Phytophthora</em> spp Scab <em>Venturia</em> spp</td>
</tr>
<tr>
<td><strong>Heteromeles arbutifolia</strong> (Toyon):</td>
<td>Scales</td>
<td></td>
</tr>
<tr>
<td><strong>Lyonothamnus floribundus</strong> ssp. Aspleniifoliu (Catalina Ironwood):</td>
<td>Foliage-feeding Caterpillars Mealybugs, Scales, Thrips Whiteflies</td>
<td>Rusts <em>Cumminsieilla mirabilissima</em></td>
</tr>
<tr>
<td><strong>Mahonia repens</strong> (Creeping Mahonia)</td>
<td>Gall Makers, Mealybugs Thrios, True Bugs</td>
<td>Leaf Spot, <em>Ramularia mimuli</em> Powdery Mildew Rots, <em>Puccinia</em> spp</td>
</tr>
<tr>
<td><strong>Mimulas aurantiacus</strong> species (Monkeyflower)</td>
<td>Gall Makers, Mealybugs Thrios, True Bugs</td>
<td></td>
</tr>
<tr>
<td>Plant Name</td>
<td>Invertebrates</td>
<td>Diseases</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>---------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| *Myrica californica*  
(Pacific Wax Myrtle) | Galls, Blister Mites  
Scales, Whiteflies | Anthracnose, *Gnomonia myricae*  
Blight & Branch Dieback,  
*Cronartium comptoniae*  
Rots, *Phellinus ferreus* |
| *Platanus racemosa*  
(California Sycamore): | Foliage-feeding Caterpillars  
Gall and Blister Mites  
Scales, True Bugs | Anthracnose, *Gnomoia platani*  
Canker, *Ceratocystis fimbriata*  
Leaf Spot, *Sigmina platani-racemosae*  
Powdery Mildew, *Microsphaera alni* |
| *Quercus agrifolia*  
(Coast Live Oak): | Aphids, Beetles, Borers,  
Carpenterworms, Flathead  
Borers Foliage Miner,  
Foliage-feeding caterpillars,  
Gall, Blister Mites  
Leafhoppers, Mealybugs,  
Phylloxem, Scales,  
Treehoppers, Weevils,  
Whiteflies | Anthracnose, *Apiognomonia errabunda*  
Blight & Branch Dieback,  
*Crytocline cinerescens*  
Drippy Oak, *Erwinia quercina*  
Mildew, *Powdery Mildew, Sphaerotheca lanestris*  
Rots, *Armillaria Rot*  
Sooty Mold, *Kermes nigropunctatus*  
Sudden Oak Death, *Wetwood, Wood Decay* |
| *Salvia greggi*  
‘Furman’s Red’  
(autumn sage) | Aphids, Thrips | Leaf spot, Mildew, Rusts |
| *Sequoia sempervirens*  
(coast redwood) | Beetles, Galls, Blister  
Mites, Scales | Blight and Branch dieback,  
Canker, Rots, Sudden  
Oak Death |
SECTION 10  WASTE MANAGEMENT

It is Mesa Water District’s goal to reduce green waste through recognized best management practices.

10.A. Green Waste: On-site composting facilities, if available, shall be used to retain nutrients. If on-site composting facilities are not available, then all green waste shall be taken to a green waste composting facility.

10.B. Trash and Debris: All planting areas and hardscape areas are to be kept clean of trash and debris. Trash shall be removed to a legal disposal site.

SECTION 11  HARDSCAPE, SIGNAGE, AND LIGHTING

11.A. Concrete paving, Trex walkways, and Asphalt. On a weekly basis, paving, sidewalk, driveways, and parking stalls shall be kept clear of debris, trash, and litter.

11.B. Decorative rock and gravel. Remove vegetative debris, trash, and litter from all surfaces. Compost vegetation waste and dispose of trash and litter.

11.C. Decomposed granite walkways and driveways. On a monthly basis, all decomposed granite walkways, driveways, and paths shall be raked to be kept tidy.

11.D. Tables and Benches. On a weekly basis, sweep/blow any debris, leaves, or spider webs off tables and benches that are within the demonstration gardens.

11.E. Signage. On a quarterly basis, all signage shall be cleaned using a light broom and a moist cloth or a hose with a shut-off nozzle.

11.E. Lighting. On a quarterly basis, all landscape light fixtures shall be cleaned using a moist cloth with mild soap solution.
SECTION 12 IRRIGATION SYSTEMS AND CONTROLLER MAINTENANCE

The performance of the irrigation system is critical to the growth and overall sustainability of the landscape. Each site may have multiple types of irrigation equipment, based on plant material and age of the facility. All landscape sites are at water production, storage, and/or treatment facilities, therefore all sites utilize potable water for irrigation purposes.

12.A. Backflow prevention: Backflow prevention devices are present for each system, and are maintained and tested by Mesa Water District staff. Any maintenance issues should be directed to the Project Manager.

12.B. Irrigation Scheduling: Scheduling is performed by Mesa Water District staff. However, should the contractor observe dryer/wetter than optimal conditions, the contractor should notify and recommend corrective actions to the Project Manager. Additionally, should landscape maintenance schedules necessitate a change in irrigation scheduling then the contractor shall notify the Project Manager.

12.C. Irrigation System Inspections: Inspections shall be performed monthly, and all components shall be maintained in proper working order, as per the manufacturer’s specifications.

- **Fogger System:** The redwood tree garden at the Mesa Water Reliability Facility utilizes a fogger system, manufactured by FogCo, to add supplemental water to the trees. The fogging machine and system scheduled maintenance is conducted by the Project Manager. Major repairs may be conducted by the contractor as approved and supervised by the Project Manager.

- **Irrigation Controllers:**
  - **Conventional Valves:**
    - Check each valve for leaks, defective solenoids, and broken wires, to be completed monthly.
  - **Drip Irrigation Valves:**
    - Check each valve for leaks, defective solenoids, and broken wires, to be completed monthly.
    - Clean out filter by removing filter body, exposing the screen, and rinsing, to be completed annually.

- **Sprinklers and Rotors:**
  - **Distribution Uniformity:** activate each station and observe sprays. Adjust spray heads accordingly, to be completed monthly.

- **Drip systems and AquaStem systems:**
  - **Emitters:**
Activate system, inspect emitters and drain lines, to be completed monthly.

- **Flushing:**
  - Completed annually, in spring.
  - Completed as needed when breaks occur, before adding replacement tubing.

- **Flush and Air Valves:**
  - During flushing of system, identify defective flush and air valves and replace as needed.

- **Main and Lateral Irrigation Lines:** While system is activated, observe for broken mains and lateral lines, and repair as needed.

- **Irrigation System Pressure:** While system is activated, observe and inspect pressure, as needed, at the point of connection and at the last heads on the longest line.

**12.D. Replacement Parts:** All irrigation replacement parts shall be as original installation or as approved by Project Manager.
Section 13 STORMWATER MANAGEMENT

The demonstration projects are designed to retain storm water for vegetation use, in order to reduce stormwater runoff, and improve water quality. Stormwater is captured in bioswales and infiltration basins.

13.A. Catch Basins: At the Mesa Water Reliability Facility (MWRF) De-silt and clean out debris to all concrete catch basins, inlets, and outlets, annually in October.

- The catch basin that receives roof runoff shall be cleaned annually, in October.
  - Clean opening to two- 8” diameter drain inlets, and one- 4” drain outlet.
  - Replace filter fabric over the 4” diameter outlet drain pipe with plant fabric.
  - De-silt bottom of the catch basin, and dispose of waste to landfill.

13.B. Bioswales: At the MWRF, there are bioswales in the riparian woodland garden and the redwood garden, which allow stormwater to settle onsite.

- The bioswales shall have leaves raked out from the *Juncus patens* (California Rush) plants.

13.C. Dry Wells: At Mesa Water Headquarters there are two systems of dry wells installed, that collects, retains, and discharges stormwater on-site.

- At MWHQ, inspect roof top that drains to the dry wells (Flo-Well and CUDO Water Storage System), annually in October.
- Clean inlets of any debris, annually in October.
- In the alcove that fronts Placentia Avenue, access clean-outs to roof drain pipes to dry well detention basin, and clean it of debris.
- Access the manhole in the planter that fronts the street. Clean the detention basin’s overflow outlet pipe that enters the manhole.
- Access the dry wells, desilt, and clean out debris.
LANDSCAPE MAINTENANCE AND
MANAGEMENT SERVICES

MAINTENANCE LOCATION MAPS
### Maintenance Locations

<table>
<thead>
<tr>
<th>Site Number</th>
<th>Location</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mesa Water Headquarters</td>
<td>1965 Placentia Ave, Costa Mesa</td>
</tr>
<tr>
<td>2.</td>
<td>Mesa Water Reliability Facility (MWRF)</td>
<td>1350 Gisler Ave, Costa Mesa</td>
</tr>
<tr>
<td>3.</td>
<td>Kemp Reservoir</td>
<td>2340 Orange Ave, Costa Mesa</td>
</tr>
<tr>
<td>4.</td>
<td>Well 1</td>
<td>1150 Sunflower Ave, Costa Mesa</td>
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<tr>
<td>5.</td>
<td>Well 2</td>
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<tr>
<td>6.</td>
<td>Well 3</td>
<td>3581 Harbor Blvd, Costa Mesa</td>
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<tr>
<td>7.</td>
<td>Well 5</td>
<td>3596 Cadillac Ave, Costa Mesa</td>
</tr>
<tr>
<td>8.</td>
<td>Well 7</td>
<td>3325 Harbor Blvd, Costa Mesa</td>
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<tr>
<td>9.</td>
<td>Well 9</td>
<td>1301 Sunflower Ave, Costa Mesa</td>
</tr>
<tr>
<td>10.</td>
<td>Santa Ana Pump Station</td>
<td>20071 Santa Ana Ave, Costa Mesa</td>
</tr>
<tr>
<td>11.</td>
<td>Campus &amp; Bristol Pump Station</td>
<td>2121 SE Bristol St., Newport Beach</td>
</tr>
</tbody>
</table>
# | Location                  | Address                   | Entrance      | Access |
---|---------------------------|---------------------------|---------------|--------|
1  | Mesa Water Headquarters  | 1965 Placentia Ave, Costa Mesa | Alley on 19th Street | n/a    |

Frontage Picture

Map
<table>
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<tr>
<td>2</td>
<td>Mesa Water Reliability Facility (MWRF)</td>
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**Entrance:** 3rd Driveway  
**Access:** Code ( )

**Frontage Picture**

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<tr>
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<td>Kemp Reservoir</td>
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**Entrance:** On Orange  
**Access:** Key

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### Frontage Picture

![Frontage Picture](image)

### Map

![Map](image)
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**Entrance:** Driveway  
**Access:** Key

**Frontage Picture**

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**Map**
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<td>Well 2</td>
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**Entrance:** Driveway  
**Access:** Key

**Frontage Picture**

![Frontage Picture](image_url)

**Map**

![Map](image_url)
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Entrance: Driveway
Access: Key

Frontage Picture

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Entrance: Gate  
Access: Key

Frontage Picture

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<th>Location</th>
<th>Address</th>
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</thead>
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Entrance: Driveway off Sunflower Ave or Law Ct

Access: Code (        ) & Key

Frontage Picture

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**Entrance:** Driveway  
**Access:** Key

Frontage Picture

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<th>#</th>
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<tr>
<td>10</td>
<td>Santa Ana Pump Station</td>
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**Entrance:** Driveway (West of station)  
**Access:** n/a

**Frontage Picture**

![Frontage Picture](image)

**Map**

![Map](image)
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<th>Location</th>
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</thead>
<tbody>
<tr>
<td>11</td>
<td>Campus &amp; Bristol Pump Station</td>
<td>2120 SE Bristol St., Costa Mesa</td>
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</table>

**Entrance:** Driveway (East of station)

**Access:** Key

### Frontage Picture

![Frontage Picture](image)

### Map

![Map](image)
Appendix D: Fee Proposal (Pricing Sheet)

This item must be submitted in a separate sealed envelope with the Proposal.

Project Name: Landscape Maintenance and Management Services
RFP Issue Date: April 3, 2017

Contractor (insert full legal name): ___________________________________
Class: C-27; License #: ___________________________________

The undersigned, by way of execution and submission of this form to Mesa Water District ("Mesa Water"), hereby certifies, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

A. To the extent required for the work to be performed, the Proposer is a duly licensed contractor by the Contractors’ State License Board of the State of California ("CSLB"), and such license(s) are in full force and effect as of the date the Proposer has submitted this proposal to the District, and the classification(s) of such license(s) is(are) appropriate to allow the Proposer to perform all of the work required to be completed as part of the Project ("Work") in accordance with California law. The classification(s) and number(s) of the license(s) issued to the Proposer by the CSLB is(are):

B. The Proposer is familiar with the Contract Documents, and the requirements contained therein, and represents and warrants that it has sufficient financial and other resources, to perform and complete the Work in strict accordance with the Contract Documents.

C. The Proposer hereby proposes to (and, if awarded the Contract, the Proposer shall) furnish at its own cost and expense any and all labor, materials, tools, equipment, facilities, transportation, services and other things required for completion of the Work in strict conformity with the Contract Documents, in exchange for payment from the District of whichever of the following total, all-inclusive amounts (i.e., base proposal and/or alternate proposals) is applicable (each a “Proposal Amount”):

D. The Proposer acknowledges that the Proposal Amount(s) shall constitute all-inclusive compensation for full and satisfactory completion of all of the Work, including, without limitation, compensation for any and all sales taxes, supervision, general conditions, fees, field-office and home-office overhead, and profit.
E. The Proposer hereby represents and warrants that it was responsible for preparing this proposal and that it has carefully checked and confirmed the Proposal Amount(s) and all other information set forth in this Proposal Form.

F. The Proposer acknowledges and agrees that Mesa Water, and the Mesa Water Board of Directors, may rely on such information, and in no event shall Mesa Water, or its Board, officers, officials, employees, or agents be responsible for any errors or omissions in this proposal. The Proposer is aware and acknowledges that the District Board has the right to waive any minor irregularity in this proposal or any other proposal for the Project.

G. If awarded the Contract for the Work, the Proposer shall execute the Contract by causing its duly-authorized representative to sign, and thereby bind the Proposer to the Contract. The Proposer shall complete, to the extent required, all documents required to be executed by the Contract, including, but not limited to: (i) the Contract; (ii) the Payment Bond; (iii) the Performance Bond; (iv) the Certification of Asbestos-Free Materials; (v) the Certification of Drug-Free Workplace; (vi) the Certification of Tobacco-Free Workplace; and (vii) the Certification Regarding Workers Compensation. The Proposer further acknowledges that it shall forfeit the whole amount of its proposal security in the event Proposer fails to complete as applicable, execute, and submit any such documents to the District within 7 calendar days following receipt by the Proposer of the Notice of Award.

H. The contact information set forth below is the current address and telephone number for the Proposer. The Proposer acknowledges that, if the District attempts to contact the Proposer for any purpose relating to this proposal (including, without limitation, to request additional information or to provide a Notice of Award), but the information set forth below is to any extent not correct, then the District may reject this proposal and, in such event, the District shall have no liability to the Proposer whatsoever.
### Fee Proposal Worksheet – Mandatory Items

<table>
<thead>
<tr>
<th>Proposal Items (Monthly Recurring Items)</th>
<th>Unit Cost Proposal</th>
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<tr>
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<td>Monthly Maintenance Costs: Site 2</td>
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<td>Monthly Maintenance Costs: Site 11</td>
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<td><strong>TOTAL MONTHLY MAINTENANCE TIME AND MATERIALS</strong></td>
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<th>Proposal Items (Incidental)</th>
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<td>General Fertilizer Costs</td>
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<td>Tree Trimming Labor</td>
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<td>Irrigation System Repair</td>
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<tr>
<td>Standard Plant Material Costs (1-gallon)</td>
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<tr>
<td>Standard Plant Material Costs (5-gallon)</td>
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<tr>
<td>Standard Plant Material Costs (15-gallon)</td>
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<tr>
<td>Standard Plant Material Costs (24” box)</td>
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<tr>
<td>Standard Plant Material Costs (flats)</td>
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</table>
Fee Proposal Worksheet – Additional Items for Mesa Water’s Consideration*

*Proposer may attach multiple copies of this worksheet if necessary.

<table>
<thead>
<tr>
<th>Proposal Item</th>
<th>Unit Cost Proposal</th>
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</table>
Proposal for Landscape Maintenance and Management Services
For Mesa Water District
By Vista Del Verde Landscape, Inc.

The following is the information requested for our proposal for landscape maintenance and management services dated March 28, 2017.

Main Yard Location:
250 Fischer Ave.
Costa Mesa, Ca 92626
Office Line 24/7 - 949-713-5800

Mailing Address:
22431 Antonio Parkway #B160-492
Rancho Santa Margarita, CA 92688

Telephone Numbers:
Office phone - 949-713-5800
Fax Number: 949-713-5801
Cell - 949-842-8537 (Rob Johnson, President)

Email Address -
President - Rob Johnson - rob@vdvlandscape.com

Website Address: www.vdvlandscape.com

Federal Tax ID - #84-1672361 - Corporation
C-27 #850282
Established 1971 - serving Orange County for over 46 years.

Robert S. Johnson, President is authorized to sign contracts for Vista Del Verde Landscape, Inc. Phone - 949/842-8537

Our Insurance Broker is Landscape Contractors Insurance Services. See attached certificates of Insurance

Sincerely,

[Signature]
Robert S. Johnson
President
Vista Del Verde Landscape, Inc.
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

INSURED
Vista del Verde Landscape, Inc.
22431 Antonio Parkway Ste. B160-492
Rancho Santa CA 92688

CONTACT NAME: Debbie Cerkueira
PHONE: (559) 650-3555
E-MAIL: dcerkueira@lcisinc.com

INSURER: Atlantic Specialty Insurance
NAIC #: 27154

COVERAGES
COVERAGE NUMBER: 16/17 Pkg & Auto

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<tr>
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A | AUTOMOBILE LIABILITY | 618-00-06-95-0001 | 7/1/2016 | 7/1/2017 | Limits |
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OTHER:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All landscape operations performed by or on behalf of the named insured.

**********Bid Certificate Only**********

**********Upon Acceptance of Bid Please Submit Insurance Requirements**********

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

© 1988-2014 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

Vista del Verde Landscape, Inc.
22431 Antonio Parkway Ste. B160-492 Rancho Santa CA 92688

CONTACT NAME: Debbie Cerkueira
PHONE: (559) 650-3555
FAX: (559) 650-3558
E-MAIL: dcerkueira@loisinc.com

INSURED

INCSR A: Cypress Insurance Company
NAIC #: 10855

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURER NUMBERING

COVERAGES CERTIFICATE NUMBER: 16/17 MC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<td>DAMAGE TO RENTED PREMISES (Ea occurrence) $</td>
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<td>E.L. EACH ACCIDENT $</td>
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<td></td>
<td>1,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: All landscape operations performed by or on behalf of the named insured.

*******Bid Certificate Only**********

*******Upon Acceptance of Bid Please Submit Insurance Requirements*******

CERTIFICATE HOLDER

********Bid Certificate Only**********

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Cerkueira/HRODEL

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ACORD 25 (2010/05)

INS025 (2010/05/01)

The ACORD name and logo are registered marks of ACORD
Section 1

Vista Del Verde Landscape, Inc. Qualifications of Service

Vista Del Verde Landscape is a full service commercial landscape service company that first established roots in Orange County in 1971. We have our main yard in Costa Mesa and provide service to Public Facilities, Schools, Museums, Industrial and Office Parks, Apartments and Homeowner Associations. For over 46 years we have had a strong track record of providing quality work based on sound horticultural practices. We work safe for our employees and our customers and will also provide a safe landscape for the Mesa Water District. Our experience has lead us to provide service to several public agencies projects that have included the City of Santa Ana, the City of San Clemente, the Santa Ana Zoo and Bowers Museum. We also have work with the Irvine Company Community Apartments and Mater Dei High School which have high public use.

Our staff has strong horticultural knowledge and certifications. As you will see in our key staff section that follows, we continue to be certified in water management, pest control and landscape practices. We believe continuing education is very important to keep abreast with the latest technology and ways to protect the environment.

The following are some of the projects similar to the scope and use type of the Mesa Water District Landscape:

**SAN CLEMENTE-DANA POINT ANIMAL SHELTER**
221 Avenida Fabricante
San Clemente, CA, 92672
Kim Cholodenko – 949.492.1617

- We provide landscape maintenance services for the San Clemente-Dana Point animal shelter. We maintain their drought tolerant California native garden areas as well as the non-native vegetation landscape.
- Contract dates: August 2007-Current
- Contract Manager: Robert Johnson

**BOWERS MUSEUM of CULTURAL ART**
2002 N. Main St.
Santa Ana, CA  92706
Thuy Nguyen – 714.567.3618
- We provide landscape maintenance services for Bowers Museum of Cultural Art. We care for this municipal facility which is used by the public for several events throughout the year. We have enjoyed providing landscape service to the Museum for over 12 years.
- Contract dates: August 2005 - Current
- Contract Manager: Raul Lopez

**MATER DEI HIGH SCHOOL**
1202 W. Edinger Ave.
Santa Ana, CA 92707
Dave Taylor - 714.850.9503

- We provide landscape maintenance service for the high school grounds and athletic field areas. This is a high use facility and we have been providing landscape services for over 11 years at Mater Dei.
- Contract dates: 2006 - Current
- Contract Manager: Raul Lopez

**CITY OF SANTA ANA**
220 S. Daisy
Santa Ana, CA 92703
Mike Lopez – 714.647.3324

- We provided landscape maintenance services for the City of Santa Ana at their Parks and the Zoo. This work included many public high use facilities and challenges at the Zoo with low water use plantings. This project stopped due to the usual bidding process.
- Contract dates: September, 2006-2014
- Contract Manager: Robert Johnson

Vista Del Verde Landscape has the team that can provide the level of quality and service that the Mesa Water District is looking for. We understand the requirements your landscape needs and what you are wanting to achieve for the customers of the water district and to have the right image to the public that the facilities are maintained in a thoughtful way that not only looks good but is also efficient. We are ardent environmentalists and are conscientious participants in recycling and water management. These are key areas of emphasis for every jobsite we maintain. We work with green recycling centers and are enrolled in water management programs to help reduce your landscape water usage. We feel that Vista Del Verde Landscape will provide the landscape service that the Mesa Water District is looking for because we have the experience, staff, horticultural knowledge and systems to provide the level of landscape quality you require.
Section 2

Key Staff Qualifications for This Contract

The following are the key team members that will be assigned to help us provide the service for your project.

Robert S. Johnson – President and Owner
- Designated Project Manager
  - B.S., Ornamental Horticulture, California Polytechnic State University, San Luis Obispo
  - Pest Control Advisor License
  - Qualified Applicator’s License
  - C-27 State Contractor’s License
  - 33 years experience in the landscape industry
  - Certified Landscape Professional with National Association of Landscape Professionals

Raul Lopez – Operations Manager and Owner
- Oversee operations quality and training of team members.
  - Certified Landscape Technician, National Association of Landscape Professionals
  - Qualified Applicator’s License
  - 25 years experience in the landscape industry

Brian Clyde - Account Manager
- Assists with customer communication and quality control.
  - B.S. Environmental Science with minor in Economics, University of Redlands
  - Presently studying to take the CLCA Water Manager Certification Test.
  - Brian joined our team in 2015 after graduating from College.
  - Landscape Safety Certified

Pedro Chaves – Irrigation Manager
- CLCA Certified Water Manager
- Certified Water Auditor by the Irrigation Association
- 30 years in the landscape industry
- Landscape Safety Certified
Simone Fermin – Crew Supervisor

- 20 years of experience in the landscape industry
- Irrigation Tech 1
- Landscape Safety Certified

Marilyn Johnson – Office Manager

- B.A., University of Southern California
- 20 years in Office Administration and Marketing

The work breakdown structure we anticipate for this project will require a maintenance crew to perform weekly service to all sites that includes the normal regular landscape clean up and gardening will take approximately 17 hours on average. At times during the year additional effort may need to be added to the crew for seasonal demands such
as pruning. In addition, we will have an irrigation technician inspect the irrigation system to ensure the system is functioning properly on a monthly cycle to observe the sprinklers running. We anticipate this taking 8 hours per month. This is not to take away from the weekly service crew from observing the system for breaks when visiting the sites. In addition, we have staff that can perform special services for landscape improvements and weed or insecticide spray work as needed.

Section 3

Scope Of Work

Our proposal is based on following the contract specifications given to us dated March 28, 2017. Our team execution is based on providing a proactive service that protects and enhances your landscape investment as well as providing opportunities for our employees to develop and grow with our company. We will begin your landscape management service with our foundation program. It is called the New Job Start-Up Program. It establishes a routine maintenance schedule that will make a noticeable difference in your landscape and make our regular maintenance operations run smoothly. This will provide a consistent quality service that we both expect for your facilities. The following is a brief overview of activities that we will implement on your landscape after we begin our service:

- **Landscape Safety Evaluation** - to ensure that there are no hazards in the landscape for pedestrians, employees and the public. This is important to minimize your liability for the property.

- **Irrigation Inspection** - to confirm that all watering stations are working properly and to adjust sprinkler heads to ensure that they are watering the landscape and not the hardscape.

- **Develop A Landscape Improvement Plan** – to enhance the landscape of your project.

- **Job Activities** - to establish the landscape for routine maintenance:
  - Trees
    - Raise all tree limbs (safety prune) so they are above head level.
- Detail turf around tree trunks to protect the tree from mower damage. (if turfgrass is on site)
- Inspect tree stakes and adjust as needed.
- Remove unnecessary tree stakes.
- Review of tree plant health.

○ **Shrubs**
  - Prune and hedge shrubs as needed.
  - Remove dead shrubs.
  - Mulch bare areas.

○ **Ground Cover**
  - Remove weeds from ground cover beds.
  - Detail ground cover away from objects in the beds.

○ **Seasonal Color Beds**
  - Detail and clean out dead flower heads.
  - Remove weeds.
  - Check for pests.

○ **General Duties**
  - Remove trash in the landscape areas.
  - Spray out weeds in parking lot cracks.
  - Apply pre-emergent herbicide to prevent weeds as needed.

After we complete our start-up program we will then be on a proactive maintenance cycle based on the specifications outlined in the bid proposal. One way we use to ensure that our crews are performing to our quality standards as well as our customers expectations is by our Quarterly Quality Program where we inspect the project based on set criteria of landscape quality standards. We will take our team members and do an inspection of the site using our criteria standards as a training guide as well as a motivational tool as they can earn extra money if they meet certain quality standards. Through this program we are able to train our team to keep our quality high, motivating our employees as well as keeping our customers happy with our work.

The following is an example of this form:
JOE NAME: ________________________________
CREW LEADER: ____________________________

IRRIGATION/WATER MANAGEMENT
10 No signs of improper management or repair clock mapped, logical problem.
9 Satisfactory to Client but not as above
8 Program questionable, slight over or under watering, corrected
7 Stress visible not corrected
6 Degree of mismanagement or poor repair, etc.

POINTS REMOVED FOR EACH DEFECT
-5 No legend or map in clock, (job over 30 days old)
-4 Improper repairs (each)
-3 Improper repairs (each)
-2 Sloppy clean-up in trimmed or other repair area
-1 Valve cover ajar

TOTAL POINTS ______

TURF
Looking for pattern mowing, uniform good color, no stress, uniform growth, no weeds, excellent detail.

TURF COLOR
5 Perfect, as green as it can possibly be
4 Slightly off
3 Needs fertilizer
2 Streaked from poor fertilizer application
0 Unacceptable

TURF DETAIL
5 Perfect, tree basins proper size and mulched
4 A few weeds weedy (small weeds) – 90% detailed, looks fine on drive-through
3 Detail fair or noticeably over detailed, out of control on drive-through when you look close
2 Too late – immediate catch up needed
0 Unacceptable and or string trimmer damage

WEED CONTROL
5 Perfect, uniform, no weedgrasses or broadleaves
4 Minor broadleaf, minor weedgrass if look close
3 Minor weed problem, 1 or 2 weeds per 1,000 # of weed
2 Needs spraying
0 Unacceptable

MOWING
5 Excellent appearance, good mow patterns, detail crisp overall
4 No pattern mowing, otherwise crisp, minor scalping
3 Clippings visible, rough, dull blades
0 Unacceptable. Mower damage to trees or fixtures

OVERALL APPEARANCE
10 Perfect, lush color, excellent patterns, crisp detail
9 Good color, minor weeds, details OK
8 Slightly off color, minor weeds, detail marginal
7 Over watering, off color, stress in key areas
6 Needs fertilizer (streaked or over top), weeds, detail weak
5 Lots of stress
4 Unacceptable

TOTAL POINTS ______

QUALITY INSPECTION ASSESSMENT

VISTA DEL VERDE
LANDSCAPE, INC.

SUMMARY

WATER MANAGEMENT 10
TURF 30
TREES 15
SHRUBS 20
GROUND COVER 20
FLOWERS 10
HOUSEKEEPING 15
OVERALL APPEARANCE 10
IF CREW VEHICLE IS ON SITE 10
PROACTIVE MANAGEMENT 5

POSSIBLE POINTS 140
TOTAL POINTS ______
% OF TOTAL POINTS ______

TREES
Looking for good color & new growth. No low hanging branches. No dead wood. Stakes off as soon as possible

PRUNING
10 Pruning up to date, no fertility problems
9 Minor touch up pruning needed, no signs of improper pruning
8 to 9 Eyes level branches, suckers, stubs (degree)
5 or less Poor pruning, dead trees

STAKING
5 Perfect, only trees that need stakes have them. Ties are on correctly, stakes cut at proper height
4 Only trees that need stakes have them, stakes too high
3 A few broken stakes or ties, some improper staking or tying, stakes wounding branches
2 Many stakes could be removed, wounding branches, ties too tight, girdling evident
0 Unacceptable

TOTAL POINTS ______

NOTES
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

8
SHRUBS
Looking for natural pruning, no improper use of hedge shears, uniform size and shape within species. Healthy, good color, new and uniform growth. No dead plants.

PRUNING
20 Perfect. All pruning to scale, etc. Everything healthy
18 Acceptable. Basically uniform, minor touch up only.
16 Pruning needed, obvious attempt to keep uniform. A few weak shrubs.
14 Pruning not uniform, catch up work needed
12 Improper use of hedge shears, poor pruning practices
10 or less Pruning way behind. Dead plants

TOTAL POINTS

GROUNDCOVER
Looking for good, even growth, filled in, no stress areas, no weeds, detailed property. Includes areas maintained as mulched beds.

WEEDS
10 Perfect. No weeds. Excellent pre-emergence plan
9 Occasional small weed not noticeable from drive-through. Weeds not in key areas. Acceptable to client.
8 Minor weed problem on walk through, weeds small, under 2" growth. No weeds in key areas.
7 A few large weeds, isolated problem areas
6 Many large weeds, many problem areas

BED DETAIL
10 Excellent, including detail around plants, PGR program
9 Edges excellent, otherwise acceptable to client
8 Touch up in one visit
6 or less Detail behind

TOTAL POINTS

SEASONAL FLOWERS
The single most important part of a job.

10 Excellent appearance, great design, healthy, no dead heads
9 Very minor problems, filled in, key beds look good
8 Minor dead-heading, uneven growth, wrong color flower planted (minor)
7 Insect or disease damage
6 Some missing plants, minor weeds, tags left
5 Weeds, old flowers that should have been replaced
4 Water stress plus some of above or too wet
3 Major dead-heading needed
0 Major dead-heading needed, dead plants, weeds

TOTAL POINTS

HOUSEKEEPING
LITTER
5 Perfect
4 Entries and key areas excellent, minor problems in out of sight areas
3 Minor litter problems, relatively new, some in key areas, sloppy clean up of our work
2 Visible signs of litter older than 1 week
0 Unacceptable

WEEDS IN HARDSCAPE
Includes weeds in sidewalks, curbs, asphalt, drains, etc.

10 Perfect – none
9 A few small ones, but all sprayed
8 A few small ones, not sprayed yet
7 or less Some big ones

TOTAL POINTS

OVERALL APPEARANCE
How does the job look compared to adjacent properties?
What is the Client’s perception?

10 Excellent curb appeal – crisp, stands out above competing jobs
9 Excellent curb appeal – nothing wrong in Client's eyes
8 Curb appeal good – not crisp, but no major defects
7 Average. Might force closer look by Client
6 Below average. Would cause Client to look closer or become dissatisfied
0 Below average compared to other properties

TOTAL POINTS

IF THE CREW VEHICLE IS ON-SITE
1 Vehicle is parked in appropriate area
1 Vehicle and trailer are properly coned
1 Vehicle is locked
1 Equipment is properly locked
1 Chemicals are stored in locked area inaccessible to the public
2 All crew members are wearing safety glasses
1 All crew members are in proper uniform
1 Truck and trailer are clean and organized

Note: Points can be weighted more heavily depending on the severity of the situation.

TOTAL POINTS

Bonus Points – PRO-ACTIVE MANAGEMENT
5 Crew leader has a written punch list for the job

TOTAL POINTS

NOTES


Communications is an important function of our work so we will be available to meet with the Water District’s representative on a regular basis to review the sites. In addition, all reports will be given to the representative during our meetings and reviewed with them to answer questions or make adjustments as necessary.

Safety is a very important factor for not only the public but for our employees too. We place high importance to following all OSHA regulations as well as the Agricultural Commissioners pesticide safety procedures. We conduct weekly safety tailgate meetings and spot check our crews to ensure that safety rules and regulations are being followed. All Material Safety and Data Sheets for materials and chemicals used on the landscape are kept with our crews and in our office as all times. In addition, we will make sure that the City has this information before any materials or chemicals are used on City sites.

Waste recycling is an important function for us as we strive to be good stewards for the environment. We utilize green waste disposal sites and try to use recycle mowers as much as possible to reduce green waste materials. We also use recycling sites where they can process the green waste into mulch where we can apply it back into the landscape.

The overall landscape specifications are straight forward and comprehensive. By following the landscape maintenance summary in section 2 of the specifications, the landscape will continue to develop and grow into a pleasing look for the community. We do see that the main challenge will be in the Redwood Demonstration Garden at the Mesa Water Reliability Facility as we are trying to grow plant material that is not native to Orange County. This will require special monitoring and care. We do believe that Justin Finch with the Mesa Water District has a passion and understanding for these trees that will be enjoyable to work with so we look forward to this opportunity.

Another observation challenge we observed in the Demonstration projects is the catch basins filtering to keep debris from causing problems would be improved by using filter cloth on the grates to keep debris from entering the catch basin. This would aid in keeping leaf and debris from clogging the drain pipes. It is better to keep the debris from entering the catch basins than having to clean out the pipes as a result of the should debris.
Section 4

Resumes of Key Staff

See attached sheets following this page.

Section 5

Professional Service Agreement Acceptance Form

Attached please find the signed form from Appendix B of the RFP.
ROBERT S. JOHNSON  
949/ 589-8155 (H)  
949/ 842-8537 (C)  
rob@vdvlandscape.com

EXPERIENCE

VISTA DEL VERDE LANDSCAPE, INC.  
President, Owner  
2004 to present

VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
1978 to 2004

Vice President/Regional Manager
Started in the field as a working Foreman and moved up through various positions with the organization. During this tenure acquired the skills to run a successful landscape maintenance operation. These include:

- P&L Management  
- Customer Service  
- Operations Management  
- Sales and Marketing  
- Administrative Management  
- Strategic Planning  
- Competitive Strategies  
- People Development  
- Safety Management  
- Cost Management

The type of maintenance projects included Office and Industrial Parks, Retail Centers, Homeowner Associations, Hotels, Government and Municipal contracts. The work included exterior maintenance, interior maintenance, tree care, enhancement extra work and water management services. Annual sales volume range was $14 million.

EDUCATION

B.S., Ornamental Horticulture, California Polytechnic State University, San Luis Obispo

SUMMARY OF QUALIFICATIONS

- Pest Control Advisor License
- Qualified Applicator’s License
- C-27 State Contractor’s License
- Certified Landscape Professional with National Association of Landscape Professionals
Raul Lopez
Raul@vdvlandscape.com
949/355-6482

Professional Profile
Vista Del Verde Landscape, Inc.
  • Operations Manager / Owner

Certified Landscape Technician, National Association of Landscape Professionals
  • To be certified must have 25 hours of continuous education training every two years which I have done for over 15 years.

Qualified Applicator’s License
  • Have maintained this license for over 20 years.

Work History
2005 to present, Operations Manager, Vista Del Verde Landscape, Inc., Costa Mesa, CA
1980 to 2004, Account Manager, ValleyCrest Landscape, Santa Ana, CA

Education
1974 to 1978 Tuxpan Nay High School, Tuxpan Nay, Mexico
  • High School Diploma

References
References are available on request.
BRIAN CLYDE  
2 Hermosa • Irvine, CA 92620 • (714) 371-7547 • bclyde13@gmail.com

EDUCATION

University of Redlands, Redlands, CA  
Bachelors of Science, Environmental Science with minor in Economics. GPA 3.0.  
Relevant coursework: Introduction to Environmental Studies, Food and Nature, Environment and Development,  
Biodiversity, Ecology, Hydrology, Climate Disruption, Environmental Impact Assessment, Green Business, Environmental  
and Resource Economics, Intro to GIS, and Environmental Design Studio.

RELEVANT EXPERIENCE

Vista Del Verde Landscape  
Landscape maintenance company that provides commercial services. Hire in their management training program.  
Responsibilities include customer service, field management and irrigation maintenance and water management.

USFS Columbine Ranger District  
Agency’s mission is to sustain the health, diversity, and productivity of the nation’s forests and grasslands to meet the  
needs of present and future generations.

Volunteer (40-50 hours per week): Assisted in reforestation project. Fieldwork included extensive hours of collecting data  
and planting saplings.

Clean Tech OC  
Clean Tech OC is a non-profit trade association that promotes the clean technology industry in Orange County, CA.

Intern: Summarized proposed state legislation on biosynthetic oil lubricants. Updated business contact list.

KHS&S Contractors  
KHS&S is an international design-assist specialty building company that creates interiors, exteriors, and specialty finishes  
for some of the most recognized projects in the world.


Families Forward  
Families Forward is a Non-profit organization that provides supported housing programs for families in crisis.

Summer Intern: Worked at front desk, assisting clients, answering phones, and filing. Collected donations of furniture and  
clothing. Worked with team on a pick up/delivery truck. Supported food pantry, moving and sorting donations.

Mercy House and Salvation Army  
Mercy House is a non-profit serving the homeless and housing insecure. Salvation Army operates an emergency shelter.

Volunteer (30 hours per year): Set up sleeping and food area at shelter. Cleaned mats, serve food, and cleaned up.

OTHER EXPERIENCE / ACTIVITIES

Alpha Gamma Nu Fraternity  
Elected President. Publicized concert to support cancer victim unable to pay medical bills. Organized ticket and t-shirt  
sales as well as contacted and negotiated with band to play concert.

Omicron Delta Epsilon  
Member of the Upsilon Chapter. Recognition of outstanding achievement and scholastic attainment in economics.
SKILLS & INTERESTS

Proficient in Microsoft Word and PowerPoint
Intermediate Spanish Speaker; completed 6th semester of college level Spanish
Personal Interests: playing and watching a variety of sports; snowboarding; backpacking/camping; hiking; fishing
Appendix B: Maintenance Services Agreement Acceptance Form

Firm Name: **VISTA DEL VERDE LANDSCAPE, INC.**

Address: 22431 ANTONIO PARKWAY

City: RANCHO SAN DIEGO, MARGARITA State: CA Zip Code: 92688

Telephone: 949/842-8537 Fax: 949/713-5801

I have reviewed the RFP, Professional Services Agreement, and Fee Proposal, in their entirety. Our firm will execute the Professional Services Agreement with no exceptions.

Name of Authorized Representative: **ROBERT S. JOHNSON**

Signature of Authorized Representative: [Signature]

Date: **4/25/17**
TO:        Board of Directors  
FROM:      Tracy E. Manning, Water Operations Manager  
DATE:      June 8, 2017  
SUBJECT:    MWRF Performance Support Services

RECOMMENDATION

Award a contract for a period of five years with two one-year renewable options with an average annual amount of $79,063 to Separation Processes, Inc. to provide performance support of the Mesa Water Reliability Facility; and authorize execution of the contract.

The Engineering and Operations Committee reviewed this item at its May 16, 2017 meeting and recommends Board approval.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.  
Goal #2: Practice perpetual infrastructure renewal and improvement.

PRIOR BOARD ACTION/DISCUSSION

At its April 18, 2017 meeting, the Engineering and Operations Committee was presented this topic as an information item.

BACKGROUND

The Mesa Water Reliability Facility (MWRF) uses highly advanced membrane treatment technology to remove organic color from high-quality ground water. The MWRF is a critical part of Mesa Water’s supply portfolio and enables the District to supply 100 percent of its water from local groundwater sources. Mesa Water District (Mesa Water®) has solicited proposals from qualified firms to provide professional consulting support. The selected consultant shall assist with monitoring membrane and overall MWRF performance, staff training and standard operating procedure development, and troubleshooting activities.

Utilizing a professional membrane monitoring and support firm provides Mesa Water® with the benefit of decades of experience with hundreds of treatment facilities, allowing Mesa Water, in conjunction with the consulting firm, to identify in advance when membranes require cleaning, cartridge filters require replacement, and instrumentation begins to reach the end of its useful life. This allows Mesa Water to plan work well in advance to ensure the MWRF remains online and available during peak supply demands while extending the life of the 1484 individual membrane elements that make up the nanofiltration system. These elements have a replacement value of approximately $1.5 million.

The scope of work provided under the MWRF Performance Support Services contract is summarized as follows:

- Membrane system performance monitoring and reporting;
- Identification of conditions that may impact system performance such as feed water quality changes, scaling potential, membrane performance changes, or other trends;
• Troubleshoot deviations from expected performance and make recommendations for corrective actions;
• Develop new operations and maintenance procedures for new equipment and processes; update existing procedures when changes are necessary;
• Advise staff regarding membrane replacement needs and schedule;
• Provide on-site guidance and staff training on the application or development of membrane cleaning procedures; and
• Prepare technical specification documents for procurement of replacement membranes or equipment and prepare specifications for procurement of specialized maintenance activities.

DISCUSSION

On March 20, 2017, Mesa Water solicited proposals from seven qualified professional engineering firms to provide the requested scope of work. Proposals were received from the following three firms: Black and Veatch, Carollo Engineers, and Separation Processes, Inc. (SPI). The three proposals were reviewed and evaluated by a selection panel comprised of Mesa Water staff and a City of Huntington Beach representative. Evaluation and scoring criteria was based on qualifications, experience, and project understanding. The top two firms were invited to interview and provide a presentation on their approach to the required scope of work.

The results of the selection process and proposal costs are as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Proposer</th>
<th>Proposal Score</th>
<th>%</th>
<th>Average Annual Cost (inc 120 as-needed hours)</th>
<th>5-Year Contract Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SPI</td>
<td>4.4</td>
<td>88%</td>
<td>$79,063</td>
<td>$395,318</td>
</tr>
<tr>
<td>2</td>
<td>Carollo Engineers</td>
<td>4.3</td>
<td>86%</td>
<td>$93,242</td>
<td>$466,210</td>
</tr>
</tbody>
</table>

Both firms are well qualified to perform the work effort and have extensive knowledge of the MWRF facility. Each firm provided a unique and solid approach to the required scope of work. Based on qualifications and experience, the selection panel determined that SPI has the most experience with the required scope, as they provide similar monitoring and support for 26 other membrane treatment facility operators, including Irvine Ranch Water District, Orange County Water District, Water Replenishment District, and Chino Basin Desalter Authority. SPI specializes in performance monitoring and provides a good value to ensure the MWRF facility operates optimally and remains available to ensure a safe and reliable local water supply.

Staff recommends the Board consider awarding a contract to SPI for a not-to-exceed amount of $395,318. The cost breakdown per year is shown in the table below:
<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Base Monitoring Hours</th>
<th>Annual As-Needed Hours</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>350</td>
<td>120</td>
<td>$74,460</td>
</tr>
<tr>
<td>2</td>
<td>350</td>
<td>120</td>
<td>$76,694</td>
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<td>3</td>
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<td>120</td>
<td>$78,995</td>
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<td>$81,364</td>
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<tr>
<td>5</td>
<td>350</td>
<td>120</td>
<td>$83,805</td>
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</tbody>
</table>

**5-Year Total:** $395,318

Attachment A is SPI’s proposal; additional proposals are available for review upon request.

**FINANCIAL IMPACT**

In Fiscal Year 2018, $74,460 is budgeted for MWRF Performance Support Services.

**ATTACHMENTS**

Attachment A: Separation Processes, Inc. Proposal
Proposal for

MESA WATER RELIABILITY FACILITY
(Nanofiltration Potable Water Plant)

PERFORMANCE SUPPORT SERVICES

April 17, 2017
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B.  Staff Experience and Availability ............................................................Page 11

C.  Scope of Work..........................................................................................Page 15

Appendix A – Resumes of Key Staff ..........................................................Page 21

Appendix B – Professional Services Agreement Acceptance Form.........Page 30
SPI is pleased to present the following proposal to Mesa Water\textsuperscript{\textregistered} District for the Mesa Water\textsuperscript{\textregistered} Reliability Facility Membrane and Plant Performance Support Services RFP. This project is ideally suited to our capabilities, experience and interest. We trust this proposal will convey this in further detail and look forward to the opportunity to discuss it should you have questions.

Information required by the RFP is provide below:

Name of Business: Separation Processes, Inc.
Business Address: 3156 Lionshead Ave., Suite 2
Carlsbad, CA 92010
Business Telephone: 760-400-3660
Business Fax: 760-400-3661
E-mail address: jperlman@spi-engineering.com
Web Site Address: www.spi-engineering.com
Federal Tax ID: 95-3550186
Type of Business: S Corporation
Years in Business: 37 years, Incorporated in 1980
Authorized to represent SPI: John Perlman
Manager Membrane Support Services
Telephone: 760-400-3660
Authorized to sign contracts for SPI: Gerry Filteau
President
E-mail address: gfilteau@spi-engineering.com
Telephone: 760-400-3660

We appreciate the opportunity to present this proposal to Mesa Water\textsuperscript{\textregistered} District and look forward to working with the District in the future.

Sincerely,

Gerry Filteau
President
ADDENDUM NO. #1 to the RFP For
Mesa Water® Reliability Facility (MWRF) Performance Support Services

TO ALL RFP HOLDERS: Effective this date, **March 24, 2017**

The following changes, additions and/or deletions as shown in strikeouts or *underlined italics* are hereby made a part of the RFP Project for Mesa Water District, Costa Mesa, California, as fully and completely as if the same were fully set forth therein:

1. Add the following to the end of the RFP Section I.B. Project Overview
   
   *The contract duration is for a period of three (3) years with an option to renew the contract for two (2) years.*

2. Amend Section II. General Information, Part B: Proposal Schedule:

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<tr>
<th>Event</th>
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<td>Release of RFP</td>
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<tr>
<td>Pre-Proposal Meeting</td>
<td>04/03/2017</td>
<td>2PM-1PM</td>
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<td>Deadline for Project Inquiries</td>
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<td>Tentative Date for Award</td>
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3. Amend Section II. General Information, Part C: Pre-Proposal Meeting: A pre-proposal meeting shall take place on April 3, 2017 at **2PM–1 PM** at the Mesa Water District headquarters located at 1965 Placentia Avenue, Costa Mesa, CA, 92627 Mars Water® Reliability Facility located at 1350 Gisler Avenue, Costa Mesa, CA 92626.

4. Add the following to Appendix C Scope of Work end of first paragraph:

   *The time period for the hours listed is for one (1) year. The Contract duration is for a period of three (3) years with an option to renew the contract for two (2) years.*

A COPY OF THIS ADDENDUM SIGNED BY THE BIDDER SHALL BE ENCLOSED WITH THE PROPOSAL.

By  
MESA WATER DISTRICT

[Signature]
Soha Vazirnia, Operations Coordinator

By  
Gerry Filteau, President
Name and Title
ADDENDUM NO. #2 to the RFP For
Mesa Water® Reliability Facility (MWRF) Performance Support Services

TO ALL RFP HOLDERS: Effective this date, April 10, 2017
The following changes, additions and/or deletions as shown in strikeouts or underlined italics
are hereby made a part of the RFP Project for Mesa Water District, Costa Mesa, California, as
fully and completely as if the same were fully set forth therein:

1. Amend the following to the end of the RFP Section I.B. Project Overview

   The contract duration is for a period of three (3) five (5) years with an option to renew the
contract for two (2) years.

2. Amend the following to Appendix C Scope of Work end of first paragraph.

   The Contract duration is for a period of three (3) five (5) years with an option to renew the
contract for two (2) years.

A COPY OF THIS ADDENDUM SIGNED BY THE BIDDER SHALL BE ENCLOSED WITH THE
PROPOSAL.

By

Gerry Fitean, President

Name and Title

By MESA WATER DISTRICT

Soha Vazirnia, Operations Coordinator
## COVERAGE: COMMERCIAL GENERAL LIABILITY

### PRODUCER
- **License #**: D67768
- **Address**: 4370 La Jolla Village Drive, Suite 600, San Diego, CA 92122
- **Contact**: Ali Smith
  - **Phone**: (619) 788-5795, (619) 574-6288
  - **Fax**: (619) 574-6288
  - **Email**: Ali.Smith@ioausa.com

### INSURED
- **Name**: Separation Processes, Inc.
- **Address**: 3156 Lionshead Avenue, Suite 2, Carlsbad, CA 92010

### INSURER
- **Insurer A**: RLI Insurance Company
  - **NAIC #**: 13056

### PROOF OF INSURANCE

![Proof of Insurance](image)

**IMPORTANT**: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**PROOF OF INSURANCE**

**CERTIFICATE HOLDER**

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**

**FOR YOUR REFERENCE ONLY**

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Section A: FIRM QUALIFICATIONS & EXPERIENCE

FIRM INTRODUCTION

Separation Processes Inc. (SPI) is an independent consulting engineering firm focused on the application of membrane technology for municipal water treatment. Founded in 1980, SPI has been in the forefront of applying membrane processes to water and wastewater treatment for over three decades. SPI does not sell equipment or products, nor do we represent any manufacturer. We are truly independent consultants focused on helping our clients maintain and optimize the performance of their facilities. SPI is located in Carlsbad, CA.

SPI is ideally suited to provide Membrane and Plant Performance Support Services to Mesa Water® District not only because of our long history and intimate knowledge of Mesa Water’s® membrane operations, but because we currently provide similar services to more than a dozen municipal clients using membrane technologies. SPI has assembled a Dedicated Team with an outstanding Depth of Knowledge and an unparalleled Breadth of Experience to support the Mesa Water® in any endeavor related to its membrane facility operations. SPI’s project team has an understanding of Mesa Water’s® goals of minimizing operating costs while maintaining stable and reliable membrane performance. SPI’s project team will continue to add superior value to Mesa Water’s® operations team.

STRENGTH AND STABILITY OF FIRM

SPI offers more than thirty five (35) years of knowledge in membrane technologies. Not only do our clients have this experience at their disposal, but they will also have access to the real-world experience gained at all of SPI’s client facilities. This ensures that SPI’s review of plant performance is always current, and based on a sound understanding of the technology and its application within the treatment plant. SPI is currently supporting several municipal agencies within Southern California that are using spiral-wound membrane technologies for the treatment of groundwater or surface water, including:

- **Irvine Ranch Water District**, DATS, CTS, Potable Treatment Plant (2007 - present).
- **Western MWD (SAWPA)**, Arlington Desalter (1990 - present).
- **Chino Basin Desalter Authority**, Chino 1 and 2 Desalters (2000 - present, 2006- present).
SPI’s breadth of understanding for nanofiltration and reverse osmosis treatment technologies has also benefited from the experience gained from our clients treating a variety of source waters, such as:

- **Yucaipa Valley Water District**, Henry N. Wochholz Regional WRF.
- **West Basin MWD**, El Segundo, CA.
- **Orange County Water District**, GWR System.
- **East Bay MUD**, Richmond, CA RARE.
- **City of Scottsdale, AZ**, Water Campus.
- **Western Corridor Recycled Water Project, Australia**, Bundamba, Gibson Island, Luggage Point AWTPs.

SPI is currently supporting more than 200 mgd of spiral wound RO/NF treatment plants, including membrane product models from Hydranautics, Toray America, and Dow/FilmTec. A detailed listing of SPI’s current clients and services, with contact information, is available upon request.

**OVERVIEW OF FIRM’S CAPABILITIES IN PROJECT SCOPE**

SPI understands Mesa Water District’s expectations and goals for the Membrane and Plant Performance Support Services contract as we have been providing these support services to the Mesa Water® MWRF over the last five years. Additionally, we understand the perspectives and viewpoints of municipal agencies operating spiral-wound membrane technologies as we’ve been providing similar services within the municipal environment for more than three decades. But, we also understand that each client has different philosophies and needs, so we tailor our support services to meet the specific demands of each and every client.

SPI is very knowledgeable of membrane performance expectations when treating source waters with high total organic carbon (TOC) through supporting clients like Mesa Water®, Irvine Ranch Water District, Yucaipa Valley Water District, and more than half a dozen other local Southern California agencies using nanofiltration (NF) or reverse osmosis (RO). But we also know that a facility’s success is not limited to the membrane process alone. Through our years of supporting municipal agencies, we recognize and appreciate how each piece of the overall treatment facility functions as a whole. Individual treatment processes are interconnected. A problem with one can affect the performance of others. Well issues, chemical pretreatment problems, post-treatment air-stripping and stabilization upsets, and even relatively routine transmission issues, can be just as damaging to the long-term stability of the overall treatment facility as is membrane train performance. SPI not only brings an unparalleled understanding of spiral-wound membrane technologies, but our experience has shown us that membrane performance is only one part of successful operation for a facility.

The sections below include examples of clients where SPI has provided support very similar to the support desired by Mesa Water®. In most cases, these are clients that SPI is currently supporting, and has been supporting continuously for many years.
SIMILAR WORK EXPERIENCE

SPI has been supporting both the Irvine Ranch Water District, the Yucaipa Valley Water District and the Chino Basin Desalter Authority (CDA) (Chino 1 & 2) in various capacities for more than 7 years each. The first two use nanofiltration membranes for organics removal. The CDA uses low pressure RO. SPI has provided plant-wide operational support services to these clients for many years.

IRVINE RANCH WATER DISTRICT

| Client: Irvine Ranch Water District |
| Facilities: Deep Aquifer Treatment System (DATS), Concentrate Treatment System (CATS), Potable Treatment Plant (PTP) |
| Location: Irvine, CA |
| Capacity: 7.8 mgd DATS/CATS, 2.6 mgd PTP |

The Irvine Ranch Water District (IRWD) provides treated potable water, sewage collection and treated recycled water to its customers. IRWD has quickly established itself as one of the most diverse membrane operators in the region, with facilities ranging from membrane bioreactors for wastewater reclamation, NF for groundwater color removal, RO for groundwater desalting, and the future usage of microfiltration and ultrafiltration for surface water treatment.

Starting in 2007, SPI has provided plant performance assessments and made recommendations for optimization of IRWD’s DATS and CATS NF facilities, as well as their PTP RO plant. In brief, SPI has performed the following activities:

1) SPI has assisted with identifying and optimizing appropriate cleaning procedures for each facility.
2) SPI has worked with IRWD staff to develop and implement a pretreatment chemical procurement process incorporating antiscalant cost and consumption, sulfuric acid consumption, and system recovery.
3) SPI has assisted IRWD with a variety of issues including manganese fouling and silica scaling in the RO facility.
4) SPI has assisted in investigating organic fouling and permeate-side calcium carbonate scaling in the NF membrane.
5) SPI assisted the district with adjusting their post-treatment process (bypass/degasifier effluent blending, caustic addition) in order to achieve the final product water total dissolved solids (TDS), pH and Langelier Saturation Index (LSI) goals and prevent calcium carbonate scale formation within the product water storage tank of the PTP.
Since startup, SPI has provided continuous data review and monitoring of the plant operations. SPI was initially retained by the Yucaipa Valley Water District (YVWD) to assist in the procurement, design and construction of the District's Regional Water Filtration Facility. SPI developed the overall facility design which includes microfiltration, nanofiltration and dissolved air floatation (DAF) for treatment of MF backwash water. SPI assisted the District with the selection of equipment suppliers. SPI designed the pilot test protocol and the evaluation of membrane treatment alternatives. SPI assisted the District with the review of shop drawings prepared by the equipment supplier and provided the majority of the facility design. SPI was the lead in commissioning and startup of the facility. SPI also authored the O&M Manual and performed operator training for the facility, which began operation in July 2007.

The project uses NF for organics and disinfection byproduct (DBP) precursor removals with minimal salinity rejection. Since the plant began operation, SPI has assisted YVWD with several investigations into membrane and non-membrane performance issues. These include the following:

1) SPI extensively modified the normalization calculations typically associated with NF/RO membranes to account for differences in NF membrane removal characteristics not captured in traditional calculations.

2) SPI performed various NF membrane pilot tests and cleaning studies.

3) SPI instigated the use of periodically dosed chlorine to disinfect the NF membrane system.

4) SPI performed the tabulation and calculation of the system wide highest locational running annual averages (LRAAs) for compliance with the Stage 2 Disinfection and Disinfection Byproducts Rule (DBPR).

5) SPI routinely monitors Total Trihalomethanes (TTHM) and Five Haloacetic Acids (HAA5) within the YVWD distribution system for regulatory compliance.

6) SPI has monitored the DAF performance and performed troubleshooting investigations into various mechanical issues with that treatment process.

7) SPI has assisted YVWD with determination of corrosion inhibitor dosage and requirements based on calculations of LSI within the treated water supply.

8) SPI has performed an annual characterization of organic matter in the raw water and filtered water supplies to determine if NF operational issues are related to the organic content.
SPI has provided support services for both the Chino I and Chino II Desalters since the startup of each system amounting to more than 10 years of experience. As the design engineers for the Chino I Desalter, SPI has extensive knowledge of the plant’s design and history. SPI has assisted each plant in the collection, normalization, and monitoring of data to ensure stable operation since start up. In addition, SPI has conducted multiple training sessions over the years for operators covering topics ranging from reverse osmosis basics to data normalization. Since the plants began operation, SPI has assisted the Chino Desalters with several investigations into membrane and non-membrane performance issues. These include the following:

1) SPI routinely monitors and normalizes operating data for both the Chino 1 and 2 Desalters providing performance reports on a quarterly basis.
2) SPI has assisted both Chino Desalters in identifying and optimizing appropriate cleaning chemicals and procedures for each facility.
3) SPI has worked with the Chino Desalter staff to evaluate antiscalant performance and evaluate new products.
4) SPI has written Standard Operating Procedures (SOP) tailored specifically to the Chino 1 Desalter design.
5) SPI performed various membrane pilot tests and cleaning studies.
6) SPI has performed vessel probing at the Chino 1 Desalter.
7) SPI assisted the Chino 1 Desalter in an investigation into the scaling of the brine disposal line (IEBL) and dosing of antiscalant to minimize scale formation.
8) SPI has performed autopsies and foulant analysis on membranes.
9) SPI has assisted the Chino Desalters with a variety of issues including calcium carbonate and silica scaling.
SPI'S ADVANTAGE TO MESA WATER DISTRICT

SPI earnestly believes we offer a better value to our clients than our competitors can. Through three decades of working with municipal clients on their facility operations, SPI has developed a very straightforward method for monitoring and reviewing performance of an owner’s specific system. Our combination of knowledge, efficiency, and billing rates ensures that we offer Mesa Water® both a cost-effective and superior product. SPI brings a wealth of experience that goes beyond the typical engineering firm. Mesa Water® will not only have access to SPI’s expertise in water treatment and membrane technologies, but they will also have access to the past, present and future experiences of more than a dozen Southern California agencies using spiral-wound membrane technologies.

Additionally, SPI has direct experience with Mesa Water®’s facility. We have been providing Membrane Plant and Equipment Support Services to Mesa Water since the MRWF was brought into service. We know how many hours it takes to perform the required tasks and the amount of as needed services that have been utilized in the last four plus years. We are very familiar with the entire process and equipment at the MWRF. We have participated in many chemical cleanings and have knowledge of what works and what has not worked as well. We have also been able to identify and help solve problems with equipment and process measurements. No other firm has a similar level of direct experience with the MWRF facility, especially the membranes at the heart of the process.

SPI offers a truly independent and objective review of the facility performance, as we are not beholden to the membrane manufacturer, chemical vendors, equipment suppliers, plant designers or contractor. This ensures that our assessments of facility performance will only and always represent the best interests of Mesa Water®.
Section B: STAFF EXPERIENCE & AVAILABILITY

ORGANIZATIONAL CHART

PROJECT TEAM

SPI offers a team of individuals dedicated to Membrane Support Services. The daily activities of these individuals are focused on plant performance and operations, and they are specifically responsible for SPI’s operational support services. SPI also offers a deep bench of individuals that bring a variety of knowledge and experience from the design, construction, startup and commissioning side of our business. Because SPI is flexible and efficient, we have the ability to draw upon the unique expertise of any individual to meet our client’s needs. SPI’s organizational chart below demonstrates the breadth of experience that will be available to Mesa Water®.

The resources available through SPI’s team provide Mesa Water® with a combination of unparalleled knowledge and real-world experience with full-scale, municipal water treatment systems. Our project team organization, and brief descriptions of key SPI personnel are presented below. Detailed resumes are available within an appendix of this document.

SPI’s entire project team is located in Southern California, ensuring Mesa Water® will have access to key resources immediately, each and every time they are needed.

Gerry Filteau
President

MEMBRANE SUPPORT SERVICES

JOHN PERLMAN
Manager
MIKE DUMMER, PE
Engineer
GABRIELA HANDLEY
Engineer

FEASIBILITY, DESIGN AND CONSTRUCTION PHASE SERVICES

Project Managers
ALEX WESNER, PE, VP
Jim Vickers, PE, VP
Charlie Cruz, PE

Project Engineers
MIKE DUMMER, PE

CAD
Sheryl Chalmers

SPI Organization Chart
### KEY PERSONNEL

**John Perlman** manages SPI’s Membrane Support Services and will be Project Manager for this work. John brings over 35 years of worldwide RO and UF membrane system experience to the team. Working almost exclusively with the application of membrane technology throughout his career, he brings an extraordinary background of membrane system operation, data analysis and project management experience. In addition to managing the Mesa Water contract since 2014, John currently manages membrane system data normalization projects for several other large municipal UF and RO systems in Southern California including West Basin Municipal Water District, Irvine Ranch Water District, Chino 1 and 2, and Oceanside Mission Basin Desalter. In addition to his extensive experience in the field of membrane based water treatment equipment, John was selected to manage this project based on his experience managing this and similar contracts at SPI over the last several years.

**Mike Dummer**, P.E. is a California registered professional civil engineer. He has been involved in a range of civil/environmental engineering projects located throughout the region. As part of the Membrane Support Services team at SPI, he provides engineering and technical support for a wide range of microfiltration and reverse osmosis applications including process monitoring, troubleshooting assistance, and system optimization. He has experience with pilot testing, water and wastewater treatment facilities, pipelines, and hydraulic analysis and modeling. Mike has worked closely with Mesa Water® during the most recent contract period. Mike has direct experience cleaning the NF systems at Mesa Water®. His past experience includes 3 years as a consulting engineering with Black and Veatch, and a 3 year internship at OCSD and OCWD. Mike was selected to provide field engineering services for this project based on his direct experience assisting with the cleaning the MWRF membranes and his knowledge of the MWRF equipment gained through working on the asset management task for the MWRF.

**Gabriela Handley** is a Project Engineer with SPI. Gabriela has a B.S. in Environmental Engineering from San Diego State University. Gabriela has worked exclusively in the field of membrane system technology focusing on data analysis and reporting since 2013. She is very familiar with groundwater membrane facilities through her support of the Chino 1 and 2 systems. Gabriela is responsible for data normalization and dashboard production for West Basin MWD, Chino 1 and 2 along with other SPI clients in Southern California. Gabriela was selected to perform the data monitoring, normalization and reporting for this contract because of her extensive experience in membrane system data handling for the majority of SPIs clients.
Alex Wesner, P.E. is a Senior Project Manager and chemical engineer with extensive experience in the planning, design and construction of municipal membrane water treatment projects. Mr. Wesner has participated in the development of some of the largest full-scale microfiltration and reverse osmosis systems treating potable and reclaimed water supplies for municipal clients. His responsibilities include process design, equipment selection, equipment procurement, detailed piping and instrumentation diagrams, construction, startup and ongoing operations assistance.

Alex was selected for the role of Principal on this contract due to his senior position at SPI and the direct experience he has gained working with the MWRF since 2012 in various capacities including trouble shooting and training.

Other personnel available to Mesa Water® within this contract include Gerry Filteau and Charlie Cruz, both officers of SPI.

CURRENT WORK LOAD & AVAILABILITY

SPI currently has resources allocated to the existing Mesa Water® District Support contract. These will continue to be available should SPI be awarded a new contract with Mesa Water District. The key personnel responsible for supporting Mesa Water® on a routine basis will continue to be John Perlman, Gabriela Handley, Mike Dummer and Alex Wesner.

John Perlman’s role for Mesa Water® is estimated at only 5% of his total availability. He has sufficient time available to support this project. This scope of work will require 6% of Gabriel Handley’s availability. Her current workload will accommodate the Mesa Water® project needs sufficiently. Mike Dummer and Alex Wesner both have availability for the projected as needed hours. As specific needs are identified for the tasks that are yet to be determined, supplemental assistance can be drawn from the large pool of resources available within the project team to ensure complete coverage for Mesa Water®. SPI is available to support Mesa Water® on this project by the projected contract start date of July 1, 2017, or sooner if Mesa Water® requires.
### Mesa Water District

#### Membrane Support Professional Services

**Yearly Work Breakdown Schedule**

Prepared by John Perlman

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<td>92</td>
<td>96</td>
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A **Optional Technical Assistance based on historic usage**

| | Troubleshooting As-needed | 8 | 48 | 56 |
| | Other As-needed Engineering Services | 16 | 48 | 64 |
| | | 24 | 96 | 120 |
| | **Total with Optional As-Needed Hours** | 40 | 116 | 192 | 122 | 470 |
SECTION C – SCOPE OF WORK
UNDERSTANDING AND SCHEDULE

KEY CHALLENGES

There have been several Key Challenges we have seen in executing the previous contract. In general the Mesa Water® equipment has operated without major issues. However, problems do arise from time to time. To properly monitor the plant performance it is important that the operating data be accurate and available when needed. There have been a few legacy control system programming items left over from the original plant control scheme that cause the system to be controlled differently than intended. Certain types of investigations into membrane performance loss or cleaning effectiveness require greater availability of spare membranes.

SPI’S APPROACH

PROJECT UNDERSTANDING

SPI understands the District’s expectations and goals for Membrane Technology Support Services because we’ve been providing these services to the District since 2012 and are familiar with past and existing issues associated with their facilities. Our approach to the District’s support services is simple – focus the resources of this contract to maintain the current high level of performance that is being achieved at the MWRF to maintain production and ensure sustainable capacity and product quality for the District’s customers. While doing so, we will also maintain a spotlight on opportunities for minimizing operational costs associated with chemical, energy, and membrane replacement.

In order to meet the key challenges listed above, SPI will continue to communicate closely with the District Operating staff at the Manager level and directly with the Supervisors and operators when special attention is called for. Of course, Management will be kept in the loop when there is direct communication with the plant. In the SPI review of the operating data, we will identify data inconsistencies that are indicative of instrument error rather than process or operating issues. This notification will help the District to identify instruments requiring recalibration or other maintenance and in some cases, can bring to light the need for procedural improvements. Undesired control actions are identified and evaluated so that the District’s control contractor can update the controls where needed or provide the operators with procedures that allow proper control within the existing programming. Since the equipment has operated with few problems, it is sometimes difficult to justify the expense of membrane examination. However, SPI knows that the information gained from certain destructive membrane testing will help avoid unforeseen failures of the membranes. Additionally, the availability of spare membranes allows non-destructive cleaning test to be performed which can help optimize CIP processes and allow the District to be prepared for the next biofouling event should it occur.

To that end our approach is to closely monitor the performance of the MWRF, provide rapid feedback where needed and report longer term trends and operational issues in a timely manner. SPI is uniquely qualified to offer concise technical solutions to process upsets and equipment issues. By monitoring the plant performance data and routinely visiting the plant we know how the equipment should be performing and when there are deviations from the expected performance. Our strong equipment and control system design skills also allow us to help develop and then integrate any new processes into the existing plant equipment and
operation. Ultimately this approach will enable the MWRF to be available when needed, meet the highest level of production and operate at the lowest possible cost.

The SPI staff has deep knowledge of individual treatment technologies in use at the MWRF, and understands that the various pieces of equipment are part of an integrated treatment system. Our goal is to help the District realize opportunities for improving efficiencies during process operations associated with chemicals, energy, and water production. Our holistic approach will ultimately benefit the District in ensuring production and minimizing unit water costs, while ensuring that the final product water quality and discharge goals are met.

In the day-to-day operations of running treatment facilities, we understand that it is vital to have direct communication lines and short response times when a question arises or on-site assistance is needed. Our staff members are local, and familiar with treatment technologies at the District’s facility. Our Project Manager is an industry expert in membrane and related water treatment technology, supported by a multi-disciplinary local team to aid in this effort.

From our extensive experience with the District, we know strong operational support consists of focused attention to the following target areas:

- Be available at all times to communicate with the District staff, on site when needed
- Monitor operations to maintain production and identify out of range events
- Identify upgrades for equipment and controls to improve performance and reduce cost
- Maintain a high level of plant availability through proper maintenance management
- Integrate new treatment processes with overall system operations.

**ACTIVITY PRIORITIES DEFINED**

*Essential Activities are those activities that have been prescribed by the District or are otherwise critical to supporting the daily operations of the District’s facilities.* During the next five year contract period, there will be many activities performed by SPI at the direction of the District. Several of the activities have already been predetermined and described by the District within the Request for Proposals. These are considered to be Essential Activities. All of the activities in Task 1 fall into this category of Essential Activities.

*Anticipated Activities are those activities which the District should expect, and will likely be required to support the operations of the facilities.* Having worked with the District and other municipalities for many years, SPI knows that there will be many activities performed during the execution of this contract that are anticipated, but not yet clearly defined. The Anticipated Activities that have been identified will eventually be required, such as trouble shooting deviations from expected performance, operator training, preparing technical specifications for membrane replacements or providing input on pilot-scale trials.

*Supplemental Activities are any “As-Needed” or “As-Requested” services that the District may authorize during the contract period.* Lastly, there are activities that could enhance or benefit the District’s overall operations, but are not necessarily critical to the day to day operations of the District’s membrane facilities. The District may choose to investigate these tasks further under this scope. These Supplemental Activities are even less defined than the Anticipated Activities, and could include additional input to the District’s asset management program, the performance of feasibility studies or providing assistance with testing to qualify alternate NF membrane products.
Based on our previous work with the District, SPI has a clear understanding of existing and potential future tasks, assignments, and projects. We’ve itemized several examples into the categories noted above, but recognize that ultimately it is the District’s prerogative to determine which Anticipated and Supplemental Activities are actually prioritized.

The District’s Request for Proposals scope is itemized into three tasks:
1. Performance Monitoring
2. Training
3. Technical Assistance

The following section elaborates on our approach within these scope items using selected examples of how we will support the District in its operations.

**Task 1 – Performance Monitoring**

All of the items assigned under this Task are considered *Essential Activities* because the District recognized their importance and has mandated that they be performed as part of this scope.

SPI will perform a monthly review of operating parameters for both the Primary and Secondary NF systems at the MWRF. Performance review parameters will include feedwater qualities, NF membrane permeability, NF normalized differential pressure, and NF rejection characteristics. Assessment of the membrane performances will be carried out monthly, any deviations from expected performance will be reported to the District and their operator immediately.

It is anticipated that SPI will still be provided operating and analytical data monthly and will perform the review and prepare the report monthly. Should a situation arises that requires fast action or a rapid response, SPI will review the data as soon as it is received. So, while routine data review will be performed monthly, SPI will be prepared to support the District’s needs at a moment’s notice.

SPI will document the membrane system performance in a technical memorandum (tech memo). The tech memo will be provided prior to a monthly meeting between the District operations staff and SPI. The focus of these meetings will be to discuss current membrane performance and the status of any ongoing activities. The tech memo will include normalized data trends, discussion of the data and recommended action items.

SPI can complete these tasks efficiently and thoroughly because we already have the systems in place that allow these activities to be performed. Quality deliverables are assured as performance monitoring is the primary responsibility of the staff of the SPI Membrane Support Services group with few distractions from other work within SPI. All work is reviewed by the manager of this group who will also be the project manager for this contract.

Additionally, because we perform these exact services for the District and several other facilities, we have a realistic understanding of the amount of effort required to achieve the District’s goals. A total of 160 hours has been allocated for Performance Monitoring. The table at the end of Section 2 includes a breakdown of the hours estimated for each sub-task within Task 1 on a yearly basis. This is expected to remain constant during the five year contract period. The table includes an itemization of the hours assigned to specific personnel.
Task 2 – Operator Training
While the specific training content and dates are not specified in the RFP, the Task 2 operator training is considered an **Essential Activity**. It is clear that the District with input from SPI will determine what training topics will best suit the needs of the staff during each contract year. SPI has a large number of standard training sessions that can be easily customized to meet the specific needs of Mesa Water®’s staff. These include classroom presentation on topics such as Basic Principles of MF, RO and NF, and Advanced Engineer / Supervisor Level training for MF/RO/NF. The training sessions can include a thorough discussion of the equipment and processes currently installed at Mesa Water®. A total of 30 hours per year has been allocated for Training.

Task 3 - Technical Assistance (As-needed)
The services provided under Task 3 of the RFP are less defined than those listed in Task 1, and are very much understood to be “as-needed” at the sole discretion of the District. Based on our over four years of experience working with the MWRF equipment, we are proposing more than the minimum 160 hours suggested in the RFP. A review of the historic data shows a range of over 500 hours early in the project to a low of 150 hours in 2014/2015. In the previous 12 months to date, 285 hours have been spent on Field Troubleshooting and Engineering Support services. SPI has allocated 280 hours for the District to draw from for activities related to **Technical Assistance**, which includes field trouble shooting and other as-needed engineering services.

SPI has identified several activities that will likely fall within Task 3 during the contract period. These have been classified as **Essential Activities**, **Anticipated Activities**, or **Supplemental Activities**, and are included below to give a realistic understanding of how resources might be applied over the contract period.

**Essential Activities**
SPI’s experience has shown that certain assignments will emerge simply due to everyday operation of the membrane facilities. This includes troubleshooting deviations from expected performance or investigating specific issues identified by the District Operations and Engineering staff, or SPI. It can also include responding to questions posed by District staff.

**Anticipated Activities**
Anticipated Activities identified in Task 3 include the development or updating of Standard Operating Procedures, providing on-site guidance on membrane cleaning procedures and assisting in the identification of instruments and equipment in need of service. These are activities that are routinely requested, and should be accounted for when budgeting the resources of this project.

Additionally, thru SPI’s knowledge of the District’s Operations, it is likely that there will be membrane replacements that will occur within this five-year contract period. The District may want to carry out testing of advancements in available NF membranes. When this occurs, the
effort to perform testing, competitive membrane procurements and post-procurement performance testing will be performed within Task 3.

Supplemental Activities
These subtasks can include providing engineering support for improving the scrubber operation, identification of control system improvements including data collection and distribution, procurement support for scale inhibitor or other items as requested by the District. Several items performed within the 2015-2017 contract may carry forward and require additional support, such as the ongoing activities associated with the degasifier upgrades including procedures and related asset management activities. Other supplemental tasks as identified in the RFP include: Coordinate OEM support where needed for specialty training, provide additional training to the operating staff as requested and prepare specifications for procurement of specialized maintenance activities. Additionally, the District may wish to perform a competitive antiscalant procurement and demonstration.

We look forward to supporting Mesa Water® District through this 5-year Membrane and Plant Performance Support Services contract and focus on the cost effective operation resulting in the highest availability and performance of the plant production at the lowest possible cost.

DELIVERABLES
The deliverables for this contract are very straightforward. The Task 1 deliverable is the monthly report and site presentation. SPI will prepare the report including a review of the feedwater and plant operating data using normalization equations especially suited for the special case of nanofiltration membranes. In Task 2, SPI will prepare and perform two training sessions per year on topics selected by the District staff. Task 3 deliverables will be provided on an as-needed basis at the direction of the District. These will include, but are not limited to, field troubleshooting, on-site assistance with CIP, development of procedures, engineering of additions or corrections to the equipment and generally being available to assist the District in the operation of the MWRF. These items are shown on the schedule in the next section. The as needed items are not scheduled, but rather the effort is shown spread evenly throughout a typical contract year.
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Appendix A - Resumes of Key Staff
Mr. Perlman is a Project Manager and chemical engineer with extensive experience in membrane process engineering, equipment design and construction of municipal and industrial membrane water treatment projects. Mr. Perlman has participated in the design and fabrication of over two dozen large-scale membrane filtration and reverse osmosis systems. John manages the Membrane Support Services of SPI. These activities involve providing support services for full-scale MF, UF, NF, RO, and integrated membrane systems treating potable and reclaimed water supplies for municipal clients. While managing a team of engineers, Mr. Perlman’s responsibilities have included continuous performance monitoring, periodic performance audits, process and equipment troubleshooting and optimization, and operator training for a variety of membrane facilities.

He has served as RO process consultant to RO energy recovery equipment and RO membrane manufacturers bringing his extensive experience with seawater RO design and process control to the proper application of energy recovery and membrane technology.

**EXPERIENCE**

**Membrane Support Services**

Activities under this heading include equipment installation inspection, overall MF, NF and RO performance reviews, recommendations regarding system optimizations, membrane cleaning, membrane replacement, troubleshooting, maintenance, and SOP development. Clients include:

- CITY OF OCEANSIDE – Mission Basin Desalter, Oceanside, CA, *Project Manager* (RO)
- MESA WATER DISTRICT – Mesa Water Reliability Facility, Costa Mesa, CA *Project Manager*
- CITY OF OXNARD – GREAT Project Pre-commissioning Inspection of MF & RO equipment installation, Oxnard, CA *Project Manager*
- WEST BASIN MUNICIPAL WATER DISTRICT – Edward C. Little WRF & Satellite Facilities, Carson, CA *Project Manager* (MF/RO)
- IRVINE RANCH WATER DISTRICT – PTP, DATS, CATS Membrane Facilities, Irvine, CA *Project Manager* (NF/RO)
- ORANGE COUNTY WATER DISTRICT – Groundwater Replenishment System, Fountain Valley, CA *Project Manager* (MF/RO)
- WESTERN MUNICIPAL WATER DISTRICT – Arlington Desalter, Riverside, CA, *Project Manager* (RO)
- CHINO BASIN DESALTER AUTHORITY - Chino Basin Desalters I & II, Chino,CA, *Project Manager* (RO)
- WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA – Vander Lans Reclamation Facility, Long Beach, CA *Project Manager* (MF/RO)

**Membrane Procurement Specifications**

Duties for the services listed within this section include preparation of technical specifications for RO membrane, bid submittal review, and assessment of compliance with performance specification. We may also represent the client in dealings with the membrane manufacturers over warranty issues.

**Education:**

B.S., Chemical Engineering  
Tufts University, Boston MA

**Professional Affiliations:**

AWWA  
WateReuse

**Employment History:**

SPI  
2014 to Present

Separation Engineering, Inc.  
(Membrane System OEM)  
2011 to 2014

General Atomics (Military and Nuclear waste clean-up, Algae Biodiesel process/equip’t design and operation)  
2000 to 2011

Pacific Process Tech., (UF whey process equipment OEM)  
1997 to 2000

UOP Fluid Systems  
(Equipment OEM and UF/RO membrane manufacturer)  
1981 to 1997

Ajax International Corp (RO equipment OEM)  
1974 to 1981

**Areas of Expertise:**

Reverse Osmosis  
Seawater Desalination  
Waste Water Treatment  
Microfiltration  
PLC Control Systems  
Corrosion of Stainless Steel  
Equipment Design and Procurement
Antiscalant Procurement and Pretreatment Assessment

Duties for the services listed within this section include preparation of technical specifications for antiscalant chemicals or other pretreatment strategies, bid submittal review, preparation of demonstration test protocols, coordinating pilot equipment installation and evaluation of performance test results.

Training

Operator and Engineer level trainings seminars have recently been performed for the following agencies, either as part of startup services or continuing education for staff.

- WEST BASIN MUNICIPAL WATER DISTRICT
- INLAND EMPIRE UTILITIES DISTRICT
- ORANGE COUNTY WATER DISTRICT
- CITY OF OXNARD

Prior Experience

FLUOR/INTERNATIONAL MINING COMPANY

UF/RO Waste Water Purification Project

Project Manager – The project was a 5mgd waste water purification plant for discharge to the environment at 14,000 ft elevation site in the Peruvian Andes. John provided process design, equipment and instrumentation design and procurement, control system as well as electrical design and preparation of operating manuals.

MAJOR OIL COMPANY

Bakersfield, Kuwait – 2012

Project Manager – John developed a pilot system for high temperature UF/RO processes for produced water reuse.

TATWEER PETROLEUM

Bahrain – 2012

Start-up Field Engineer – John designed a trailer mounted RO system to desalt high brackish well water for use in enhanced oil recovery.

CONFIDENTIAL CLIENT

Uranium Mining Process Water Recovery, Wyoming - 2013

Engineer – John designed a multi train RO system with field modifications to treat high salinity brine. During start-up, the equipment was needed for a different process requiring rapid field process and equipment modifications.

MAJOR RO MEMBRANE MANUFACTURER

El Segundo, CA (2011 - 2014)

Consultant - RO Process consultant to high flux seawater RO membrane manufacturer - Development of process designs utilizing very high flux seawater membranes. Design and training for pilot test systems including PX type energy recovery equipment.

MAJOR ENERGY RECOVERY DEVICE OEM

San Leandro, CA (2004 - 2010)

RO Process Consultant - RO process technology consultant to major Energy Recovery Equipment manufacturer on application of PX type energy recovery devices to large seawater reverse osmosis projects. Participated in the design of equipment, piping configuration and control system design for client and its customers on major international SWRO projects in Spain, Israel and Australia.

SALINE WATER CONVERSION CORP (SWCC), KSA

Umm Lujj, City, State (1982 - 1986)

Project Engineer/Site Technical Manager - Major seawater desalination facility on the Red Sea in the Kingdom of Saudi Arabia SWRO facility. Project Engineer for the design, procurement and installation of one of the first large scale SWRO projects. Spent two years in Saudi Arabia as the site technical manager during construction, start-up and operation.
Gabriela Handley is an Engineer for SPI with a Bachelor of Science in Environmental Engineering. As part of the Membrane Support Services team at SPI, she provides engineering and technical support for a wide range of membrane applications. These support services include processing and monitoring data, reporting overall performance, providing troubleshooting assistance, and recommending actions for system optimization.

EXPERIENCE

WEST BASIN MUNICIPAL WATER DISTRICT
Main Plant and Satellite Facilities, Carson, CA (2013 – Present)

Engineer - Assess performance of a 27 mgd advanced water treatment facility. Provide management and operations staff with monthly dashboard reports including overall system performance and recommendations for improvement in membrane operations and performance based on evaluation of the data. Prepare procurement documents for RO and MF system membrane replacements. Prepare test protocol as well as normalize and review data for antiscalant procurement pilot testing.

CHINO DESALTING AUTHORITY
Chino Basin Desalter I and II, Chino, CA (2013 – Present)

Engineer - Assess performance of the Chino I (4 RO Trains, 6.7 total permeate capacity) and Chino II (3 RO Trains, 6.0 total permeate capacity) groundwater RO plants. Provide CDA management and operations staff with quarterly monitoring report including overall system performance and recommendations for improvement in membrane operations and performance based on evaluation of the data. Revised and expanded clean in place standard operating procedures for Chino I. Assisted in the preparation of a cost analysis for Chino I membrane replacement.

CITY OF OCEANSIDE
Mission Basin Desalination Facility, Oceanside, CA (2015 – Present)

Engineer – Process monitoring and optimization of a 3 mgd groundwater desalter. Duties include; analyzing plant data, optimizing performance and plant flows, assessing cleaning effectiveness, and other as needed support services.

EASTERN MUNICIPAL WATER DISTRICT
Perris I and Menifee Desalters, Menifee, CA (2016–Present)

Engineer – Data normalization and preparation of specification documents for membrane procurement. Responsible for data monitoring during sixty performance testing. Assisted EMWD with a competitive bid for antiscalant including preparation of a technical specification, bid evaluation memo, demonstration test protocol, and data monitoring and support during the demonstration test period.

SWEETWATER AUTHORITY
Reynolds Desalination Facility, National City, CA (2014–Present)

Engineer – Process monitoring and optimization of a 4 mgd groundwater desalter. Duties include; analyzing plant data, optimizing performance and plant flows, assessing cleaning effectiveness, and recommendations for cleaning frequency.
WEST BASIN MUNICIPAL WATER DISTRICT
Universal MF/UF Pilot Unit, El Segundo, CA (2015 – Present)

*Engineer* – Developed and reviewed pilot testing protocol along with operator data logs. Developed normalization spreadsheets tailored to each of the six modules being piloted. Responsible for a weekly data download and report of normalized operating data as well as preparation of summary reports for each phase of testing.

IRVINE RANCH WATER DISTRICT
Wells 21/22 Desalter, PTP, DATS, and CATS, Irvine, CA (2016-Present)

*Engineer* – Assisted IRWD with a competitive bid for antiscalant including preparation of a technical specification, bid evaluation memo, demonstration test protocol, and data monitoring and support during the demonstration test period.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
Robert W. Goldsworthy Desalter, Torrance, CA (2016)

*Engineer* – Normalized performance data of 2.75 MGD MF/RO desalting facility and investigated performance issues. Assisted in the unloading/loading of membranes and reconfiguration of vessel array.

SAN PATRICIO MUNICIPAL WATER DISTRICT
Treatment Plant C Pilot Testing, Ingleside, TX (2015-2016)

*Engineer* – Reviewed pilot testing protocol and ensured its compliance with the Texas Commission on Environmental Quality. Created operator data log sheets for pilot testing based on water quality parameters outlined by the Texas Commission on Environmental Quality. Normalized and reviewed pilot operating data and compiled data into a final pilot test report.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
Leo J. Vander Lans Expansion, Long Beach, CA (2015)

*Engineer* – Developed normalization spreadsheets and accompanying graphs for review of operational data. Operational data for five RO trains added as part of the 5 mgd expansion was compiled and normalized for performance review.

CITY OF SCOTTSDALE

*Engineer* – Normalized and reviewed operating data for a period of 2 years for a 20 mgd facility. Investigated the cause of a decline in performance and prepared a final report detailing fouling and cleaning events observed with recommendations for restoring performance.

CITY OF ABILENE
Hamby Wastewater Treatment Plant, Abilene, TX (2015)

*Engineer* – Developed normalization spreadsheets with accompanying graphs for review of operational data. Operational data for the 4 mgd Hamby wastewater treatment plant was compiled and normalized for performance review.

**Publications and Presentations**

Gabriela Handley, Don Zylstra, and James Vickers, April 2017 AMTA Spring Newsletter: “West Basin’s Universal Membrane System – Pressurized PVDF Performance Pilot Results”


Gabriela Handley, October 2015 CA-NV AWWA Annual Fall Conference: “Is Your Facility Performing?”

Mr. Dummer has been involved in a range of civil/environmental engineering projects located throughout the region displaying ingenuity, reliability, and safety. As part of the Membrane Support Services team at SPI, he provides engineering and technical support for a wide range of microfiltration and reverse osmosis applications including process monitoring, troubleshooting assistance, and system optimization. He has experience with pilot testing, water and wastewater treatment facilities, pipelines, and hydraulic analysis and modeling. His past experience includes a 3 year internship at OCSD and OCWD, providing him an intimate knowledge of each plant’s processes. His graduate work focused on process design of water and wastewater treatment facilities.

**OPERATIONS EXPERIENCE**

**ORANGE COUNTY WATER DISTRICT**
Groundwater Replenishment System, Fountain Valley, CA

*Project Engineer* – Provides engineering and technical support including process monitoring, troubleshooting assistance, and system optimization for a 70 mgd Microfiltration and Reverse Osmosis advanced water treatment facility.

**IRVINE RANCH WATER DISTRICT**
PTP, Wells 21/22, DATS, CATS Membrane Facilities, Irvine, CA

*Project Engineer* – Provides troubleshooting and performance review for three distinct membrane facilities totaling over 7.4 mgd of water production. The facilities include IRWD’s Deep Aquifer Treatment System (NF) and Concentrate Treatment System (NF). Provides recommendations for process optimizations, membrane cleaning, and on-site support for product testing as well as troubleshooting performance issues related to abnormal operation.

**MESA WATER DISTRICT**
Mesa Water Reliability Facility (MWRF), Costa Mesa, CA

*Project Engineer* – Mike provides the district and operations staff with periodic monitoring reports including overall system performance and recommendations regarding system operating conditions, membrane cleaning, troubleshooting and maintenance. He has also assisted in the creation of a new asset management system at the MWRF.

**YUCAIPA VALLEY WATER DISTRICT**
Process Monitoring and Optimization Services, Yucaipa, CA

*Project Engineer* – Mike provides the refinery and operations staff with periodic monitoring reports including overall system performance and recommendations regarding system operating conditions, membrane cleaning, troubleshooting and maintenance. Participated in membrane replacements and startup.

**TESORO REFINERY**
Process Monitoring and Optimization Services, Los Angeles, CA

*Project Engineer* – Mike provides the refinery and operations staff with periodic monitoring reports including overall system performance and recommendations regarding system operating conditions, membrane cleaning, troubleshooting and maintenance.

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**Education:**
M.S., Environmental Engineering, California State University, Fullerton  
B.S., Environmental Sustainability, California Polytechnic State University, San Luis Obispo

**Registrations/Certifications:**
CA Professional Civil Engineer, 82129  
Water Treatment Operator (T-2)

**Professional Affiliations:**
WaterReuse Association  
Southwest Membrane Operators Association  
American Water Works Association  
California Water Environment Association (Past SARBS Board; Engineering Research Committee)  
Water Environment Federation (Water Reuse Committee)

**Office:**
Carlsbad, California

**Years of Experience:**
8
CITY OF OXNARD
GREAT Reverse Osmosis Desalting Facility, Oxnard, CA

Project Engineer – Performed an Electrical Conductivity (EC) Profile and performed probing on high EC vessels. Analyzed the data and wrote report describing the problem and recommended steps to solve the issues facing the desalter. A cost analysis was also done to determine if cleaning or replacement of fouled elements was appropriate.

IRVINE RANCH WATER DISTRICT
Potable Treatment Plant, Irvine, CA

Project Engineer – Calculated and predicted pH, Calcium Carbonate Precipitation Potential, and LSI for a comprehensive array of blend scenarios. Analyzed water quality from several wells and made recommendations to optimize the bypass blend ratios and the pH setpoints in the Final Product Water (FPW) while considering Langelier Saturation Index (LSI) and Total Dissolved Solids (TDS) requirements as well as the potential for scaling in the FPW. Wrote a report describing the findings.

DESIGN EXPERIENCE

MESA WATER DISTRICT
Mesa Water Reliability Facility (MWRF), Costa Mesa, CA

Project Engineer – Analyzed plant equipment and updated Asset Management program. Generated a comprehensive summary sheet of maintenance items to assist in the planning and tracking of required maintenance. Created Preventative Maintenance documents for equipment.

SAN ANTONIO WATER SYSTEM
Brackish Groundwater Desalter, San Antonio, TX

Project Engineer – Startup of a 10 MGD Brackish groundwater desalter. This system included groundwater production wells, primary reverse osmosis, concentrator reverse osmosis, calcite remineralization, degasifiers, Chlorine contactors, CO2 system, concentrate injection wells, and associated chemical systems. Work included developing a Functional Startup & Testing Plan, System and component checkout forms, startup, and troubleshooting.

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY
Groundwater Replenishment System, Monterey, CA

Project Engineer – Startup of an Ozone, UF, RO, UV/AOP, and calcite remineralization demonstration scale treatment plant. This included testing, trouble shooting, water quality analysis, instrument calibration, and data normalization.

CITY OF FORT WORTH, TEXAS
Westside Water Treatment Plant, Fort Worth, TX

Project Engineer – Evaluated and analyzed four different styles microfiltration/ultrafiltration modules. Performed an autopsy to determine the overall condition of the membrane module. Analyzed samples with a Scanning Electron Microscopy (SEM) and Energy Dispersive X-Ray (EDX) to determine membrane structure/integrity and foulant characteristics. Wrote a report describing the findings.

LOS ANGELES COUNTY SANITATION DISTRICT
Valencia Advanced Water Treatment Plant, Valencia, CA

Project Engineer – Modeled plant hydraulics for UF, RO, Closed Circuit Desalination (CCD), and degasifiers. This included creating a hydraulic model of the system and producing hydraulic profiles.
Mr. Wesner is a Senior Project Manager and chemical engineer with extensive experience in the planning, design and construction of municipal membrane water treatment projects. Mr. Wesner has participated in the development of some of the largest full-scale microfiltration and reverse osmosis systems treating potable and reclaimed water supplies for municipal clients. His responsibilities include process design, equipment selection, equipment procurement, detailed piping and instrumentation diagrams, construction, startup and ongoing operations assistance.

Mr. Wesner also has extensive experience with various project delivery methods, including conventional design-bid-build and design-build. He has prepared design-build RFP packages for numerous large scale microfiltration and reverse osmosis systems.

Mr. Wesner is responsible for developing SPI standards and quality control of the designs. He has direct responsibility for ensuring all designs meet the highest standards established for SPI designs.

EXPERIENCE

FALLBROOK PUBLIC UTILITIES DISTRICT
Santa Margarita Conjunctive Use Project, Fallbrook, CA (2015)
Project Manager – Alex is providing process engineering support for this groundwater desalination project. SPI is preparing design documents for the reverse osmosis system capable of 3 mgd treatment capacity.

SAN ANTONIO WATER AUTHORITY
Brackish Groundwater Desalination Program, San Antonio, TX (2013 – Present)
Membrane Specialist – This project is a 10 mgd groundwater RO system fed by up to 13 groundwater production wells. Alex is a member of the Construction Manager At Risk (CMAR) construction team to provide design reviews, value engineering, constructability reviews, procurement assistance, submittal reviews, commissioning, testing, startup and initial operations support. He will also train system operators and participate in the preparation of a comprehensive operations and maintenance manual for the project.

MESA WATER DISTRICT
Colored Water Treatment Facility, Costa Mesa, CA (2013)
Project Manager – Alex completed the design and preparation of bidding documents for a novel high salinity, direct osmosis membrane cleaning demonstration project. He provided construction management services as well as startup and commissioning assistance.

CHINO BASIN DESALTER AUTHORITY
Chino I Desalter Direct Osmosis Cleaning System, Riverside, CA (2010 –2011)
Project Manager – Alex completed the design and preparation of bidding documents for a novel high salinity, direct osmosis membrane cleaning demonstration project. He provided construction management services as well as startup and commissioning assistance.
IRVINE RANCH WATER DISTRICT
Irvine Desalter Project, Irvine, CA (2002 –2007)

*Project Manager* – This 5.0 mgd plant incorporates RO as the primary treatment process for nitrate and TDS reduction in local groundwater supplies for potable augmentation. Alex was responsible for preparation of the preliminary design report, drawings and specifications for the RO treatment system. He also prepared the facility Operations Manual and conducted training of plant operating personnel.

IRVINE RANCH WATER DISTRICT
Concentrate Treatment System Project, Irvine, CA (2005 –2007)

*Project Manager* – This 0.65 mgd system incorporates NF as the primary treatment process, treating concentrate from a primary NF treatment system. Alex was responsible for preparation of the preliminary design report, drawings and specifications for the NF treatment system. He also updated the facility Operations Manual.

SOUTH COAST WATER DISTRICT
Groundwater Recovery Facility Desalter, Dana Point, CA (2004 –2007)

*Project Manager* – This 1.0 mgd facility treats local groundwater using RO and iron and manganese removal processes to augment potable water supplies. Alex was responsible for preliminary and final design of the RO treatment processes, including detailed plans and specifications. He also prepared the facility Operations Manual and trained plant operations personnel.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

*Project Engineer* – The project treats local groundwater supplies high in TDS using RO to produce 2.5 mgd for integration into the City of Torrance potable distribution system. He was responsible for the preliminary and final design of the RO treatment process and related subsystems, including preparation of technical specifications and detailed construction drawings. He assisted with the facility startup including preparation of the Operations Manual and training of plant operations personnel.

SANTA ANA WATERSHED PROJECT AUTHORITY
Chino I Desalter, Riverside, CA (1999 –2002)

*Project Engineer* – Alex assisted with the development of a 10 mgd treatment facility incorporating RO and ion exchange for TDS and nitrate reduction in local groundwater. He participated in the development of the preliminary design and report documentation for the RO system. He also acted as a quality assurance reviewer on the detailed system design and construction documents.

CHINO BASIN DESALTER AUTHORITY
Chino II Desalter, Riverside, CA (2002)

*Project Engineer* – Alex assisted with the development of a 10 mgd groundwater desalter incorporating RO for reduction of TDS and nitrate, with the product water augmenting local potable supplies. Alex was responsible for the detailed process design, P&ID development, and specification of the RO system. Work products were included in a set of procurement documents for solicitation of design-build contractors.

**Publications**

Appendix B - Professional Services Agreement Acceptance Form

Firm Name: __________ Separation Processes, Inc._____________________________

Address: _______3156 Lionshead Ave., Suite 2________________________________

City ___Carlsbad_________________ State ___CA_____ Zip Code _____92010_____

Telephone: ___760-400-3660______________ Fax: ______760-400-3661__________

I have reviewed the RFP and Professional Services Agreement in their entirety. Our firm will execute the Professional Services Agreement with no exceptions.

Name of Authorized Representative: ________Gerry Filteau____________________

Signature of Authorized Representative: ____________________________

Date: _____________________________ 4/12/17
MEMORANDUM

TO:                   Board of Directors
FROM:                Tracy E. Manning, Water Operations Manager
DATE:                June 8, 2017
SUBJECT:             Environmental Health and Safety Support Services

RECOMMENDATION

Renew the Environmental Health and Safety Support Services contract for one-year for $174,000 with the British Standards Institution Group; and authorize execution of the contract.

The Engineering and Operations Committee reviewed this item at its May 16, 2017 meeting and recommends Board approval.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #3: Be financially responsible and transparent.
Goal #5: Attract and retain skilled employees.

PRIOR BOARD ACTION/DISCUSSION

On October 9, 2012, Mesa Water District (Mesa Water®) contracted with Environmental & Occupational Risk Management, Inc. (EORM), now British Standards Institution Group (BSI), to review the existing Environmental, Health, and Safety Program (EHS) and to provide a gap analysis report. Based on that report, a scope of work was developed to enhance Mesa Water’s EHS policies and programs.

BSI was awarded a contract for environmental health and safety support services and compliance monitoring which began January 1, 2014.

On July 9, 2015, the Board approved a change order for a two-year contract extension to BSI in the amount of $170,000 per year ($340,000 total) for environmental health and safety support services and compliance monitoring, emergency operations training and preparedness, and the EHS annual audit in Fiscal Years 2016 and 2017. This contract expires June 30, 2017.

DISCUSSION

The environmental health and safety (EHS) function has been filled on a part-time basis by an on-site representative of a professional EHS company since 2013. Utilizing a professional EHS company provides Mesa Water staff with a team of professionals with expertise in all areas of environmental health and safety, as well as emergency preparedness. Mesa Water maintains a robust safety program and has developed and implemented new training on emergency operations. The scope of work provided under the EHS Support Services contract is summarized as follows:

1. **Training:** Training has been developed and provided for 24 core EHS programs and emergency operations. New-hire and annual refresher trainings are provided, as required. Weekly tailgate meetings are provided to field staff.
2. **Evaluation:** Monthly on-site inspections are conducted to ensure staff are following training and guidelines and are using proper techniques and personal protective equipment. Quarterly site inspections are conducted to identify and mitigate potential safety issues and ensure compliance with site-specific environmental regulations. Investigations are performed for accidents and close-calls and reviewed with the Safety Ambassador Committee.

3. **Regulatory Review:** New and changing safety and environmental regulations are identified early to ensure Mesa Water maintains compliance. Safety procedures and policies are created or updated when needed.

4. **Testing:** Periodic table-top exercises are conducted in the Mesa Water Emergency Operations Center to ensure staff is prepared to provide continuous service to Mesa Water customers in the event of an emergency and are able to restore the water system to normal operations as quickly as possible.

5. **Safety Program Audit:** Environmental, Health, and Safety (EHS) Audits were completed in 2014, 2015, and 2016 to measure the strength and progress of Mesa Water’s EHS program. The intent is to perform a similar review annually to allow for long-term monitoring of success and identification of challenges related to Mesa Water’s EHS Program. Mesa Water’s overall EHS Program score for FY 2016 is 89 percent - up two percentage points from last year and fifty percentage points from the 2012 baseline. The results of the 2017 EHS Audit will be presented at the June 8, 2017 Board Meeting.

Mesa Water selected the BSI Group through a competitive bidding process to provide professional services in support of EHS activities. The BSI Group has provided excellent support and tremendous value to Mesa Water, including the development of the annual Safety Audit Report. Mesa Water’s objectives are to ensure a cost competitive and transparent bidding process while balancing prudent use of internal resources to conduct competitive solicitation processes.

In consideration of the outstanding value recognized by Mesa Water from the existing support service contract provider, the BSI Group, versus the costs to competitively rebid this work, staff recommends that the Board of Directors consider extending this contract one year through June 30, 2018 for $174,000.

**FINANCIAL IMPACT**

In Fiscal Year 2018, $174,00 is budgeted for Environmental Health and Safety Support Services.
<table>
<thead>
<tr>
<th></th>
<th>Project Estimate Amounts</th>
<th>Project Cost Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Estimate (FY 2016-2017)</td>
<td>$340,000</td>
<td>$340,000</td>
</tr>
<tr>
<td>Current Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Requested Funding (FY 2018)</td>
<td>$174,000</td>
<td></td>
</tr>
<tr>
<td>Revised Contract</td>
<td>$514,000</td>
<td></td>
</tr>
<tr>
<td>Actual spent to date</td>
<td>$291,169</td>
<td></td>
</tr>
<tr>
<td>Revised Project Estimate</td>
<td>$514,000</td>
<td></td>
</tr>
</tbody>
</table>

**ATTACHMENTS**

Attachment A: BSI Proposal Letter
May 2, 2017

Ms. Tracy Manning
Operations Manager
Mesa Water District
1965 Placentia Ave.
Costa Mesa, CA 92627

Re: BSI Environmental Health and Safety and Emergency Operations Support for FY18 and FY 19 – BSI Project No. 17-0002

Dear Ms. Manning:

Since 2012 BSI EHS Services and Solutions (BSI) has been providing support to Mesa Water District (Mesa Water) to manage their Environmental, Health and Safety (EHS) and Emergency Operations functions. BSI staff has knowledge of all Mesa Water facilities including the district offices, well and reservoir sites and the Mesa Water Reliability Facility (MWRF). Not only is BSI intimately familiar with the facilities, we have established trusted relationships with Mesa Water staff required to effectively manage these program areas. In addition to providing weekly onsite support, BSI has provided as needed support from technical experts and conducts annual audits of the required programs.

BSI Senior Consultant Ms. Jessica Smith Penhall, Manager, manages the day-to-day EHS functions and Mesa Water EHS Programs.

Scope of Services for EHS Support

Tasks include, but are not limited to:

- Creating weekly tailgate talks
- Performing required EHS training and developing new training as necessary
- Maintaining accurate records of training including scheduling or coordinating all outside EHS training for staff
- Maintaining Personal Protective Equipment (PPE) and supplies
- Conducting accident and incident investigations and root cause analysis and tracking
- Leading monthly safety committee meetings including summarizing meeting minutes and developing agendas
- Preparation and submittal of annual hazardous materials business plans as required by Orange County Health Care Agency and Costa Mesa Fire Department
- Managing hazardous materials and hazardous wastes, including coordination of disposal and all required state reporting
- Conducting monthly job site inspections and quarterly facility inspections
- Coordinating fire/life safety inspections and recordkeeping requirements
• Review and revise EHS programs and policies as needed
• Creation and management of equipment specific lockout/tagout procedures
• Creation and management of confined space entry procedures and inventory
• Program maintenance and record retention for crane and sling inspections, respiratory protection program and hearing conservation program including coordinating required vendors for audiometric testing, medical clearances, and fit tests
• Maintaining the Cal/ARP Program Elements
• Conducting Process Hazard Analysis for Well Automation and creation of Risk Management Plans during Well Automation Process

Ms. Smith Penhall is present as the onsite resource 2 days per week to complete the above functions as well as respond to as needed EHS questions or concerns, and acts as the liaison for other technical BSI staff needs such as ergonomics experts, electrical safety experts, and risk management plan experts.

Annually, BSI subject matter experts, who are not otherwise involved in the day-to-day management or operations at Mesa Water, conduct an EHS audit of required programs to determine the level of compliance, implementation, and program effectiveness. The annual audit will include an executive summary of findings and EHS scorecard to be presented to the board.

**Scope of Services for Emergency Operations Support**

Tasks include, but are not limited to:

• Training staff
• Acting as WEROC liaison for Mesa Water
• Updating and revising the Emergency Operations Plan as required
• Maintaining emergency operations supplies and equipment
• Creating and leading emergency operations functional drills
• Conducting WEROC radio and WebEOC checks
• Managing staff AlertOC database for emergency use

BSI Associate Consultant Ms. Nisha Parikh has taken the lead for the Emergency Operations efforts at Mesa Water.

**Cost Estimate**

The cost estimates for the above listed tasks are shown in the table below. The rates offered to Mesa Water represent a continuation of the discounted rates extended to Mesa Water, which are a 15% discount from full BSI rate.
Cost Estimate for EHS and EOP Support

<table>
<thead>
<tr>
<th>Role</th>
<th>Team Member</th>
<th>Anticipated hours per week</th>
<th>Total Anticipated Contract Hours per year</th>
<th>Billing Rate ($/hr)</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>EHS Staff Support</td>
<td>Jessica Smith</td>
<td>16</td>
<td>768</td>
<td>$189</td>
<td>$145,152</td>
</tr>
<tr>
<td>EOC Support</td>
<td>Nisha Parikh</td>
<td>8</td>
<td>44</td>
<td>$144</td>
<td>$6,336</td>
</tr>
<tr>
<td>Principal or Managing</td>
<td>Lindsay Polic, CSP or Susan</td>
<td>1</td>
<td>40</td>
<td>$221 - $297</td>
<td>$8,840</td>
</tr>
<tr>
<td>Principal Support</td>
<td>Mazzarella</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The estimated cost per year for EHS and EOP Support is $160,000.

Cost Estimate for Annual Audit

<table>
<thead>
<tr>
<th>Role</th>
<th>Team Member</th>
<th>Anticipated hours</th>
<th>Billing Rate ($/hr)</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>EH&amp;S Auditor</td>
<td>Principal or Senior Consultant TB</td>
<td>40</td>
<td>$221 - $189</td>
<td>$8,840</td>
</tr>
<tr>
<td>Document Production</td>
<td></td>
<td>8</td>
<td>$77</td>
<td>$616</td>
</tr>
<tr>
<td>Board Presentation</td>
<td>Danielle Reilly, Managing Principal</td>
<td>8</td>
<td>$297</td>
<td>$2,376</td>
</tr>
<tr>
<td>Travel Costs</td>
<td></td>
<td></td>
<td></td>
<td>$1,700</td>
</tr>
</tbody>
</table>

The estimated cost per year for the annual audit is $14,000.

BSI looks forward to continuing our relationship and providing support to Mesa Water District so they can achieve their strategic goal to provide a safe, abundant and reliable water supply.

Regards,

Jessica Smith Penhall

Christy Foster, HEM, MPA

Managing Principal
MEMORANDUM

TO: Board of Directors
FROM: Tracy E. Manning, Water Operations Manager
DATE: June 8, 2017
SUBJECT: SCADA System Maintenance and Support Services

RECOMMENDATION

Award a contract for a period of five years with two one-year renewable options with an average annual amount of $92,775 to Prime Systems Industrial Automation, Inc. to provide maintenance and support of the Supervisory Control and Data Acquisition System; and authorize execution of the contract.

The Engineering and Operations Committee reviewed this item at its May 16, 2017 meeting and recommends Board approval.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #2: Practice perpetual infrastructure renewal and improvement.

PRIOR BOARD ACTION/DISCUSSION

At its April 18, 2017 meeting, the Engineering and Operations Committee was presented this topic as an information item.

BACKGROUND

Mesa Water District’s (Mesa Water®) Supervisory Control and Data Acquisition (SCADA) system is a powerful tool utilized by Water Operations to manage the water production and distribution systems. There are 22 distinct sites providing monitoring data from approximately 10,000 individual “tags” or data points. The SCADA system currently functions with high reliability and efficiency, allowing the Mesa Water Facilities to operate as unstaffed facilities and provides real-time automated monitoring that provides alarms to staff when operational set points vary from standard protocols. The SCADA system also allows operators to monitor all water production and distribution facilities remotely with the ability to view and control the MWRF, reservoirs, and imported water connections using laptop computers and tablets. This ability allows for quick response time when adjustments are required, improved water quality via real-time operations data, enhanced operational functionality, and efficient work flow processes.

Critical work performed under this contract includes programming adjustments to the programmable logic controllers (PLC) that ensure that process controls and system interlocks function properly. Changes in water quality, software upgrades, replacement of aging equipment, and systematic changes to distribution system operational protocols require modifications to the PLC coding to ensure smooth monitoring, alarming, and functional action of Mesa Water’s 10,000 system data and control points.
The scope of work also includes the following specific tasks:

- Performing routine SCADA software upgrades (software costs excluded) and reconfiguring set point protocols as necessary;
- Identifying a schedule of obsolescence for critical components and recommending appropriate replacement components;
- Providing two training and testing sessions per year to operators to ensure a complete and continued understanding of the system;
- Performing preventative maintenance of PLC panel cabinets and servers, including UPS battery replacements per manufacturers recommendations; and
- One year of additional as-needed programming and support to the well automation project.

**DISCUSSION**

On March 28, 2017, Mesa Water® solicited proposals from eight qualified firms to provide the requested scope of work. Proposals were received from the following four firms: Aspect Engineering, Enterprise Automation, Prime Systems Industrial Automation, and Vertech. Three proposals were reviewed and evaluated by a selection panel comprised of Mesa Water® staff and an Orange County Sanitation District representative. One proposal did not meet the proposal criteria and was not rated. Evaluation and scoring criteria was based on qualifications, experience, and project understanding.

The results of the selection process and proposal costs are as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Proposer</th>
<th>Score</th>
<th>%</th>
<th>Average Annual Cost</th>
<th>5-Year Contract Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Prime Systems Industrial Automation</td>
<td>4.7</td>
<td>96%</td>
<td>$92,775</td>
<td>$463,875</td>
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<tr>
<td>2</td>
<td>Vertech</td>
<td>4.4</td>
<td>88%</td>
<td>$80,515</td>
<td>$402,575</td>
</tr>
<tr>
<td>3</td>
<td>Enterprise Automation</td>
<td>4.1</td>
<td>82%</td>
<td>$223,578</td>
<td>$1,117,890</td>
</tr>
</tbody>
</table>

The three firms are well qualified to perform the work effort, although the level of experience with Mesa Water’s specific components varies widely. Based on qualifications and experience, the selection panel determined that Prime Systems Industrial Automation, Inc.’s (Prime Systems) could provide the most consistent maintenance, programming support, and on-call response. Prime Systems is extremely knowledgeable on Mesa Water’s hardware and software applications and has been able to respond quickly to ensure that Water Production facilities remain online and functioning as designed to help ensure a safe and reliable water supply.

Therefore, it is recommended that the Board consider awarding a contract to Prime Systems for a not-to-exceed amount of $463,875. The cost breakdown per year is shown in the table below:
<table>
<thead>
<tr>
<th>Year</th>
<th>Maintenance and Support</th>
<th>Parts/ Materials</th>
<th>Well Automation Support</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$84,000</td>
<td>$1,700</td>
<td>$16,875</td>
<td>$102,575</td>
</tr>
<tr>
<td>2</td>
<td>$85,500</td>
<td>$1,700</td>
<td>$0</td>
<td>$87,200</td>
</tr>
<tr>
<td>3</td>
<td>$87,500</td>
<td>$1,700</td>
<td>$0</td>
<td>$89,200</td>
</tr>
<tr>
<td>4</td>
<td>$89,500</td>
<td>$1,700</td>
<td>$0</td>
<td>$91,200</td>
</tr>
<tr>
<td>5</td>
<td>$92,000</td>
<td>$1,700</td>
<td>$0</td>
<td>$93,700</td>
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<td><strong>5-Year Total:</strong> <strong>$463,875</strong></td>
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</table>

Attachment A is Prime Systems Industrial Automation, Inc.’s proposal; additional proposals are available upon request.

**FINANCIAL IMPACT**

In Fiscal Year 2018, $102,575 is budgeted for SCADA Maintenance and Support Services.

**ATTACHMENTS**

Attachment A: Prime Systems Industrial Automation, Inc.’s Proposal
April 20, 2017

Subject:  Mesa Water District Professional Services Proposal
SCADA Integration Services

Reference:  Mesa Water District Professional Services Request for Proposal
Supervisory Control and Data Acquisition (SCADA) System
Maintenance & Support dated March 28, 2017

Thank you for this opportunity for Prime Systems Industrial Automation, Inc. to present
the following proposal for the Mesa Water District Professional Services, Supervisory
Control and Data Acquisition (SCADA) System Maintenance & Support contract.

Company Information

Prime Systems Industrial Automation, Inc.
6236 River Crest Drive, Suite B
Riverside, CA 92507
Phone: 951-656-7139
FAX: 951-656-8139
Website:  www.psia.biz
Federal Tax ID: 20-4208685
Business Type:  C Corporation
Years in Business:  19 Years
Authorized Officer:  Marc Smith, President
951-237-7916

Sincerely,

Marc Smith
President
Prime Systems Industrial Automation, Inc.
Certificate of Liability Insurance

Prime Systems Industrial Automation, Inc.
Certificate of Liability Insurance

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<th>TYPE OF INSURANCE</th>
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<td><strong>A</strong> Commercial General Liability</td>
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<td><strong>C</strong> Umbrella Liability</td>
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<td><strong>D</strong> Workers Compensation and Employers' Liability</td>
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</tbody>
</table>

*30 days notice of cancellation except 10 day notice for non-payment of premium. Electrical Work, Inc. is named as additional insured as respects to General Liability per $500,000.00 when required by written contract.*

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Qualifications and Experience

1. Introduction

Prime Systems Industrial Automation, Inc. is a Riverside, CA based Systems Integration firm founded in 1998 with a proven track record for customer centric Industrial Automation and Controls services and support. Prime Systems Industrial Automation, Inc. offers Engineering services for system design, development, implementation, PLC control panel design and fabrication, field services, support, and training for Supervisory Control and Data Acquisition (SCADA) systems. With nineteen (19) years of Water, Wastewater, and manufacturing experience, we provide our customers with service and support that comes from extensive knowledge relating not only to SCADA Systems but all aspects of Automation and Control. Our customer centric approach to Systems Integration Services provides our customers with the confidence and security of knowing their SCADA System is managed by the premiere team of system’s integrators dedicated to professionally handling all their SCADA System needs.

Prime Systems Industrial Automation, Inc. maintains full time employees with the proven experience, skills, and expertise to support our customer’s SCADA System requirements. These services include multiple PLC manufacturer support, including all Allen Bradley and Modicon PLCs and PLC languages, SCADA System Software support, including Wonderware, and Radio Systems, including MDS as well as a wide range of field electrical, installation, and troubleshooting services.
2. Firm Stability

**Prime Systems Industrial Automation, Inc.** was founded as “Prime Systems” in 1998 and incorporated as a “C” Corporation under the full name, “Prime Systems Industrial Automation, Inc.”, in January 2006. In January 2009, the corporation purchased the 2540 sq. ft. commercial office suite located at:

6236 River Crest Drive, Suite B  
Riverside, CA 92507

This commercial location is the primary office and shop location for all Prime Systems Industrial Automation, Inc. work. The corporation currently employs five (5) full time employees with intermittent part time, support, and University internship employees as required.

Over the nineteen (19) year history of Prime Systems Industrial Automation, Inc., the company has continued to grow and expand its customer base at a very manageable pace. The company has been financially stable from its inception and has never had any bankruptcies, litigation, financial claims, and/or loans. The company is privately owned and there are no plans for any changes to the ownership and/or management. The financial stability of the corporation is paramount to its owner, management, officers, and employees.

Prime Systems Industrial Automation, Inc. has never failed to complete a project, has never been removed from a project, has never defaulted on a project, and has never failed to complete its commitments on a project. Prime Systems Industrial Automation, Inc., primary goal is the completion of all tasks to the satisfaction of the customer.

3. Firm Capabilities

The Mesa Water District SCADA System core components are Allen Bradley CompactLogix PLCs, Modicon Quantum PLCs programmed in Concept, and Wonderware System Platform SCADA Software. Prime Systems Industrial Automation, Inc. engineers are trained and well versed in design, maintenance, programming, and support of all Allen Bradley and Modicon PLC hardware included in the Mesa Water SCADA System. Additionally, all engineers are trained and well versed in Wonderware software development, programming, and maintenance. Prime Systems Industrial Automation, Inc. maintains active status and enrollment in Systems Integrator Programs including all software licensing and technical support for all engineers for both Allen Bradley and Modicon hardware and software (among other PLC manufacturers) as well as Wonderware Software licensing. All engineers are issued their own laptops, software, software licensing, cables, and all equipment necessary to communicate with all Allen Bradley and Modicon hardware. Prime Systems Industrial Automation, Inc. in its routine course of business, manages, programs, and supports all the equipment currently used as part of the Mesa Water District SCADA System. There is no equipment and/or software listed in the Request for Proposal Appendix C that the professional staff at Prime Systems Industrial Automation, Inc. have not used, managed, configured, setup, and programmed as part of our normal regular course of business.
Related Experience

**Prime Systems Industrial Automation, Inc.** customer base is primarily Water & Wastewater but the company has supported approximately 400 different customers across the following vertical markets:

- Water & Wastewater
- Foods
- Oil and Gas Production
- Transportation
- Mining
- Pharmaceutical
- Plastics
- Entertainment
- Material Conveyance
- Consumer Manufacturing

In addition to the extensive variety of companies and corporations supported by Prime Systems Industrial Automation, Inc., the company has provided, and continues to provide, technical programming and support services to other California based Systems Integrators and Electrical Contractors for advanced Automation and Control services. Due to our extensive knowledge and wide variety of expertise in practical Control Systems implementation, we routinely are employed by other Systems Integrators and Electrical Contractors to help complete their more advanced Control System applications, programming, and functional testing.

Similar Work

Prime Systems Industrial Automation, Inc., has been the primary Systems Integrator for multiple projects that are similar to the scope of work and requirements as detailed in the referenced Mesa Water District RFP. Several of the agencies currently supported are as follows:

- Mesa Water District (MWD), Costa Mesa, CA
- Three Valleys Municipal Water District (TVMWD), Claremont, CA
- Rancho California Water District (RCWD), Temecula, CA
- Adelanto Public Utility Authority (APUA), Adelanto, CA

As a result of our extensive Water and Wastewater SCADA projects and support services, we are uniquely qualified to provide these services to the Mesa Water District.
Mesa Water District (MWD)
1965 Placentia Avenue, Costa Mesa, CA 92627

Contact: Phil Lauri, Assistant General Manager
(949) 207-5449
phill@mesawater.org

Project Description: SCADA System Upgrade, Maintenance and Support
1999 - Current

Mesa Water District SCADA System provides status and control for twenty-two (22) Distribution sites which includes five (5) clear water wells and one (1) Mesa Water Reliability Facility (MWRF) which includes two (2) additional wells. Prime Systems Industrial Automation, Inc., began working with the Mesa Water District in 1999 by developing the PLC and SCADA applications for the original Colored Water Treatment Facility (CWTF). Since then, Prime Systems Industrial Automation, Inc. has supported the Mesa Water District SCADA System through multiple SCADA Upgrades, Treatment Plant Upgrades, Distribution Site Upgrades, and Communication System Upgrades. Prime Systems Industrial Automation, Inc. has provided Allen Bradley CompactLogix PLC programming services, Modicon Quantum Concept PLC programming services, Wonderware System Platform programming services, emergency/after-hours/weekend service support, electrical troubleshooting, and instrumentation support. With the help of Mesa Water District, Prime Systems Industrial Automation, Inc. has been able to fix problems caused by other System Integrators and make the Mesa Water District SCADA System functional with high reliability and efficiency.
Three Valleys Municipal Water District (TVMWD)
1021 E. Miramar Avenue, Claremont, CA 91711

Contact: Mario Garcia, Assistant General Manager, Engineering & Operations
(909) 621-5568
mgarcia@tvmwd.com

Project Description: SCADA System Upgrade, Maintenance and Support
2001 - Current

Three Valleys Municipal Water District maintains a water treatment facility and approximately thirty (30) remote sites. Prime Systems Industrial Automation, Inc., has serviced and supported TVMWD since 2001, initially replacing the Systems Integrator that installed the first computer based SCADA System at TVMWD. Over the years, Prime Systems Industrial Automation, Inc., has provided TVMWD with our full suite of Systems Integration support which includes SCADA System evaluation, redesign, implementation, site upgrades, PLC programming, OIT programming, MDS Radio Upgrades, project support, instrumentation support, electrical support, panel design, panel fabrication, instrumentation calibration, etc.

Three Valleys Municipal Water District SCADA System is based on Modicon Quantum PLC providing data concentrator tasks for all the remote sites. The Treatment Plant consists of a Modbus TCP Ethernet network connecting the six (6) local PLCs to the SCADA System. The main Quantum PLC is an upgrade from an undersized and improperly sized Modicon Compact PLC that was installed during the original installation. Prime Systems Industrial Automation, Inc., designed, fabricated, programmed and installed the new Modicon Quantum PLC along with the new Wonderware InTouch SCADA Software during a one (1) week annual scheduled downtime. The installation was completed on schedule with no impact to plant operations.
Adelanto Public Utility Authority (APUA)
19101 Jonathan Street, Adelanto, CA 92301

Contact: Dave Kachelski, Operations Manager, PERC Water Corporation
(760) 246-1149
dkachelski@percwater.com

Project Description: Wastewater Treatment Plant Improvement
2012 – 2013

PERC Water completed the Rehabilitation and Upgrade Project for the City of Adelanto’s sole wastewater treatment plant. PERC Water contracted with Prime Systems Industrial Automation, Inc., to complete the design, installation and commissioning of instrumentation and control systems on wastewater treatment facility upgrade. This included detailed design development, fabrication and supply of instruments and control panels, configuration and programming and commissioning services.

The existing plant control system consisted of two completely separate PLC systems with two separate SCADA systems. The original control system consists of two (2) GE Fanuc 90/30 PLCs (in a hot backup configuration) which are connected to seven (7) GE Field Control I/O points over a GE Genius Bus network. The system provides control and monitoring for the plant influent headworks, influent pump station, existing Biolac secondary treatment system and the existing circular clarifiers and associated RAS/WAS pump station. The second control system was supplied with an upgrade of the facility in 2008 and consist of fifteen (15) Innotech Maxim III micro-PLC controllers networked together using Innotech’s proprietary Net Comms RS485 communication protocol. This network of controllers provides control and monitoring of the filter feed pump station, tertiary filters, chemical feed systems, chlorine disinfection system and the plant effluent reuse pump station. Additionally, a controller is installed within the same cabinet as the older GE hardware at the influent lift station control panel to transmit influent monitoring data to the Innotech system.

Prime Systems Industrial Automation, Inc., provided PLC Control Panel design and fabrication, Allen Bradley CompactLogix PLCs, Instrumentation, Control System Integration support for OEM Equipment, and a new Wonderware SCADA System to unify all three control systems to a single new SCADA System located at the treatment plant operations building.
Rancho California Water District (RCWD)
42135 Winchester Road, Temecula, CA 92590

Contact: Matt Michaels, Electrical Services Supervisor, Operations & Maintenance Division
(951) 296-6900
michaelsm@ranchowater.com

Project Description: SCADA System Upgrade, Maintenance and Support
2012 - Current

Rancho California Water District is in the process of upgrading all their approximately 175 remote sites along with their SCADA System. These upgrades consist of complete PLC Control Panel replacements including upgraded all Modicon PLCs and PLC Control Logic using the new District programming standards. Additionally, RCWD has upgraded their Rockwell Software RSView32 SCADA Software to Citect SCADA Software. Prime Systems Industrial Automation, Inc., is supporting Rancho California Water District in the Systems Integration of all sites, new projects, and SCADA upgrades. Upgraded sites include Wells, Booster Stations, Reservoirs, Turn Outs, and Spreading Grounds. With close scheduling and coordination, Prime Systems Industrial Automation, Inc., works directly with the District and/or Electrical Contractor’s with the system installation, I/O Checkout, PLC programming, OIT programming, SCADA Programming, software installation, and system functional testing. In addition to the PLC Control Panel Upgrades, Prime Systems Industrial Automation, Inc., supports the District with capital projects.

4. Best Choice

Prime Systems Industrial Automation, Inc. is the best choice for providing the SCADA System Maintenance and Support Services to the Mesa Water District. There is no firm that is more familiar with the Mesa Water District SCADA System. There is no firm that can provide the level of service and support for the Mesa Water District SCADA System. Prime Systems Industrial Automation, Inc. Engineers are all exceptionally versed in, not only the Mesa Water District SCADA architecture, but all components of the system. Prime Systems Industrial Automation, Inc., has always provided 24x7 on-call support services to our customers. This service is one of the aspects that sets us aside from the multitude of other systems integrators. Prime Systems Industrial Automation, Inc., provides a single point of contact as well as backup contacts for service support request round the clock. Our proven track record of reliability and exceptional service makes Prime Systems Industrial Automation, Inc., the best choice to provide SCADA Support Services to the Mesa Water District.
Staff Experience and Availability

1. Organizational Chart

Prime Systems Industrial Automation, Inc.

- Marc Smith
  Principal Engineer
  Project Manager

- Rob Canter
  Senior Engineer

- Justin Smith
  Project Engineer

- Mike Crawford
  Senior Field Technician

- Michelle Smith
  Office Manager
2. Biographical Sketches

Marc Smith, Principal Engineer

Marc Smith moved out to Riverside in 1986. He worked full time at an aerospace company in the 1980s while he studied Electrical Engineering at California State University Fullerton. In 1992, he received his Bachelor of Science in Electrical Engineering (BSEE) with an emphasis in Control Systems. He immediately returned to CSUR to complete his post graduate work towards his Masters in Science in Computer Engineering (MSEE). During his Master’s Program, he began working as a Control Systems Engineering developing PLC and SCADA system applications. In 1998, he started Prime Systems Industrial Automation, Inc. Marc continues to work as the Principal Engineer for Prime Systems Industrial Automation, Inc.

Marc Smith will be the Project Manager for all work at Mesa Water District. Marc’s long history with the Mesa Water District and extensive knowledge of the Mesa Water District SCADA System gives him a unique incite for all current and upcoming projects. Marc also provides the senior level support and dedication that the Mesa Water District deserves.

Marc Smith’s resume is attached in Appendix A.

Robert Canter, Senior Engineer

Robert Canter went to Georgia Institute of Technology where he studied Chemical Engineering. He graduated in 1997 with his Bachelor’s degree in Chemical Engineering. His first Engineering job was working for an Air Pollution control company as an application Engineer for Scrubber Systems. He then moved on to teaching Chemistry to Monrovia, CA High School students. After teaching, Rob took a Project Engineering position for a Building Materials corporation doing control systems design. After 4 years Rob took a Project Management position at Prime Systems Industrial Automation, Inc. and has excelled in all areas of Systems Integration. Rob Engineering excellence and attention to detail has made him an invaluable asset to Prime Systems Industrial Automation, Inc. and all their customers.

Rob Canter will be Assistant Project Manager for all work at Mesa Water District. Rob’s PLC and SCADA expertise will prove invaluable to any and all work at Mesa Water District. Rob is fluent in all Modicon PLC programming software packages (ProWorx, Concept, and Unity) as well as Allen Bradley Logix Programming.

Rob Canter’s resume is attached in Appendix A.
Justin Smith, Project Engineer

Justin Smith grew up in Riverside, CA. Justin studied Computer Engineering at California Polytechnic State University, San Luis Obispo. Graduating in 2002 he immediately took on a full-time Engineering position at Prime Systems Industrial Automation, Inc. Over the past 5 years, Justin has excelled in SCADA application development with both PLC and SCADA Software. His experience with Modicon Concept, Modicon Unity, Allen Bradley Logix, and Wonderware Software have helped him complete multiple Water and Wastewater projects. Justin’s primary SCADA Software focus has been Wonderware System Platform.

Justin Smith will be the primary Project Engineer for all work at the Mesa Water District. Justin’s extensive knowledge on the Mesa Water District SCADA System and Wonderware System Platform makes him the ideal candidate for SCADA System work at Mesa Water.

Justin Smith’s resume is attached in Appendix A.

Michael Crawford, Senior Field Technician

Michael Crawford grew up in Wisconsin. He graduated from Chicago Institute of Technology in 1977 and the Michigan Technical University in 1979. Mike worked as Maintenance Manager and Service Technicians for many years. In 2001, he started working as a Project Manager at Graphic Tech Electric, Inc. in South El Monte, CA. After 15 years of electrical and control system service, support, and maintenance, Mike started working at Prime Systems Industrial Automation, Inc. Mike’s experience in all things electrical and mechanical have made him a valuable asset to the Prime Systems Industrial Automation, Inc. team. In his free time, Mike enjoys managing and coaching Youth Baseball and Soccer. For 19 years, Mike has donated his time as a White Suiter for the Pasadena Tournament of Roses.

Michael Crawford will be the primary Field Service Technician for all electrical and panel control work. This will include all PLC Control Panel maintenance, cleaning, and servicing. Mike’s extensive electrical and electrical service background make him the ideal candidate for supporting Mesa Water District with their PLC Control Systems.

Michael Crawford’s resume is attached in Appendix A.
3. Current Work Load

Prime Systems Industrial Automation, Inc., is currently servicing Mesa Water District with all their SCADA System needs. Due to this, portions of the Project Team’s work schedules are already allocated with Mesa Water District SCADA Maintenance and Support tasks. Prime Systems Industrial Automation, Inc., does not need to adjust or reallocate resources in order to free up the project team work schedules since much of the time is already allocated to Mesa Water District SCADA Maintenance and Support tasks. Prime Systems Industrial Automation, Inc. has allocated resources to Mesa Water District for almost 18 years. The Project Team is dedicated to supporting Mesa Water District with 100% commitment.

4. Work Breakdown Structure

The following Work Breakdown Structure is based on tasks as detailed in the RFP Appendix C:

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<tr>
<th>Task</th>
<th>Description</th>
<th>Project Manager</th>
<th>Senior Engineer</th>
<th>Project Engineer</th>
<th>Senior Field Technician</th>
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<td>Identify a schedule of obsolescence for critical components and recommending replacement components</td>
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<td>Work with staff to identify tools and formats for recording and analyzing SCADA data to meet operational goals</td>
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<td>Assist when requested with the preparation of written documents for the functions of existing programming so that operating procedures and instructions can be developed or updated</td>
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<tr>
<td>4</td>
<td>Work with staff and other consultants as needed on special projects to export data, create reports, forms and provide technical service</td>
<td></td>
<td>40</td>
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<td></td>
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<tr>
<td>5</td>
<td>Customize improvements to SCADA</td>
<td>20</td>
<td>160</td>
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<tr>
<td>6</td>
<td>SOP Training and Testing</td>
<td>12</td>
<td>8</td>
<td></td>
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<tr>
<td>7</td>
<td>Perform routine UPS Battery changes in PLC Panels and Servers</td>
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<td></td>
<td>40</td>
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<tr>
<td>8</td>
<td>Perform routine cleaning of PLC cabinets and servers per the manufacturers recommendations</td>
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<td></td>
<td></td>
<td>80</td>
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<tr>
<td></td>
<td>Total (500 Hours/Year)</td>
<td>122</td>
<td>20</td>
<td>228</td>
<td>120</td>
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Prime Systems PSA Proposal Page 15 of 32

Scope of Work Understanding and Schedule

1. Introduction

The Mesa Water District SCADA System RFP Scope of Work outlines the need for a knowledgeable, stable, competent, customer oriented Systems Integrator to manage the Mesa Water District SCADA Systems. There is no company better suited for this task then Prime Systems Industrial Automation, Inc. Our in-depth knowledge of Mesa Water District and the SCADA System inception, design, migration, updates, and current operation gives us the unique position to provide Mesa Water with continuity, experience, and unparalleled expertise required to provide the best service and support for Mesa Water District and the Mesa Water District SCADA System.

The Mesa Water District SCADA System, like any SCADA System, requires continuous maintenance, upgrades, additions, improvements, and training. Any SCADA System not provided the proper attention will cause production errors, production delays, and potential catastrophic operational, historical data, and production/quality events.

2. SCADA Maintenance

SCADA Maintenance is a general umbrella that covers the day-to-day maintenance of the SCADA System. This include Operations support for minor issues to major problems. Prime Systems Industrial Automation, Inc. maintains full time staff available 24x7 for Emergency Maintenance and Service. This service has been a staple in the company from its inception and continues to be available to our customers. Prime Systems Industrial Automation, Inc. scheduling insures there is always someone to answer the phone and respond at a moment’s notice. We understand the necessity, security, and reassurance the District gets from knowing Prime Systems Industrial Automation, Inc. has always been available to them 24x7. SCADA Maintenance also includes the general support phone calls on a day-to-day basis to support the Mesa Water Operations Staff for minor questions, queries, and requests. Prime Systems Industrial Automation, Inc. has provided office phone numbers, mobile phone numbers, and e-mail addresses for Prime Systems Industrial Automation, Inc. team members for immediate contact and response by Mesa Water District Operations Staff and Management.

In addition to the day-to-day operational support and the unplanned or emergency support, are the planned scheduled maintenance tasks that the Mesa Water District SCADA System requires to continue operating with reliability. These tasks include the following:

- Uninterruptable Power Supply (UPS) Battery Replacements at each of the twenty-two (22) Distribution Sites listed in Appendix C. These are the UPS that back-up the Allen Bradley PLCs and PLC Panels at the Distribution Sites.
- Uninterruptable Power Supply (UPS) Battery Replacements at each of the four (4) PLC Panels at the Treatment Plant (MWRF). These are the UPS that back-up the Modicon Quantum PLCs and PLC Panels at the MWRF.

- Uninterruptable Power Supply (UPS) Battery Replacements at each of the two (2) Server Racks located at the EOC and MWRF.

- PLC Panel Cleaning at each of the twenty-two (22) Distribution Sites listed in Appendix C. This task needs to include electrical maintenance of each site to verify equipment is functioning properly, wires are terminated properly, and visual inspection of the enclosure, panel, antenna mast, antenna, electrical covers, etc.

- PLC Panel Cleaning at each of the four (4) PLC Panels at the Treatment Plant (MWRF). This task needs to include electrical maintenance of each panel to verify equipment is functioning properly, wires are terminated properly, and visual inspection of the enclosure, panel, electrical components, etc.

- Server cleaning and inspection at each of the two (2) Server Racks located at the EOC and MWRF.

- Maintain an off-site archive of all current Allen Bradley and Modicon Quantum PLC programs, HMI/OIT programs, and SCADA programs.

- Verify SCADA Historical Data logs are backup. Verify backed-up Historical Data is validated, readable, and usable in the case of primary Historian failure. Verification and validation must apply to Historians at both EOC and MWRF.

- Participate in scheduled on-site meetings and visits to insure SCADA operations are working properly.

- Add, update, and modify SCADA System security credentials.

- Insure Operations Staff remote access laptops and iPads are functioning properly.

- Update SCADA System for new computer peripheral equipment (i.e. printers) as required.

- Insure AQMD reports are updated, compliant, and printing correctly based on the Districts requirements.

- Insure Operational reports are updated, compliant, and printing correctly based on the Districts requirements.

- Provide programming modifications for Magelis HMI/OIT at the MWRF as required by the Operations Staff.

- Provide ongoing Electrical, PLC Programming, and SCADA Programming tasks as required to maintain the functionality of the entire SCADA System.

Each of these tasks must be coordinated and scheduled with Mesa Water District Operations Staff. Additionally, many of these tasks require specific steps, program backups, data backups, etc. to insure the systems come back on-line properly.
3. SCADA Upgrades

The Mesa Water District SCADA System is currently operating with high reliability and functionality. Much of this is due to Mesa Water District’s commitment to maintaining and upgrading the SCADA System. Some of the major components, especially at the MWRF, have been in operation for over 15 years. Schneider Electric has issued “End of Commercialization” notices for all the Modicon Quantum PLCs programmed with Concept. All but one of the PLCs at the MWRF fall under these “End of Commercialization” notices. The “End of Commercialization” for all Modicon Quantum PLC is December 1, 2018 and the “End of Commercialization” for all Modicon Quantum I/O is scheduled for December 1, 2021.

Due to the large quantity of Modicon Quantum hardware at the MWRF, replacing all the hardware at one time may be financial undesirable as well as require additional MWRF downtime all at once. Mesa Water District needs a Systems Integrator that understands the PLC equipment, the condition of the equipment, and the commercialization state of the equipment and is prepared to put together a strategic plan to upgrade the MWRF equipment with minimal impact to the MWRF Plant operations. Prime Systems Industrial Automation, Inc. has already begun this process and we believe we are the right firm to complete this process as well as the implementation of these upgrades.

In 2008, the Fortinet Fortigate Firewalls were purchase for both the MWRF and EOC SCADA Systems. These firewalls are the first line of defense for the prevention of unwanted intrusion into the Mesa Water District SCADA System. These firewalls have been effective and, to date, we have had no unwanted incursions to the SCADA System. During the 4th quarter of 2016, Apple, as part of their iPad iOS update (V10) removed the PPTP Security Protocol which is being used by the Mesa Water District iPads to connect to the SCADA System via the VPN connection. Prime Systems Industrial Automation, Inc. updated the Fortinet Fortigate Firewall firmware to the latest possible version for the older hardware and reconfigured the firewalls and all the Mesa Water District iPads to connect using a different, more secure, protocol. Although this was a good interim solution, the Fortinet Fortigate Firewall hardware and software is old and should be updated to provide Mesa Water District SCADA System with a more secure cyber security solution.

In 2015, Prime Systems Industrial Automation, Inc. replaced the six (6) HP SCADA Servers at both the EOC and MWRF and replaced them with one (1) more powerful Dell Server and updated Wonderware System Platform Software at each site. This upgrade, both hardware and software, was a major contributing factor to the reliability of the SCADA System. The improvements implemented during this upgrade significantly decrease the emergency SCADA trouble calls, restarts, and operational problems. Due to the critical nature of these servers, Prime Systems Industrial Automation, Inc. recommends planning the next round of server hardware and software upgrades during this contract. We would expect server hardware and software upgrade planning should begin when the servers are 5 years old with replacement no later than 7 years old. These upgrades should also include upgrading the Wonderware System Platform.
software and application to the latest stable software version. This will provide the best compatibility between the Wonderware System Platform software, the Server hardware, and the Server software.

4. SCADA Additions

SCADA System Maintenance is focused on maintaining the equipment that currently exists in the system. This equipment includes the SCADA hardware, SCADA software, PLCs, PLC I/O, PLC panels, PLC panel components, field instruments, etc. Mesa Water District occasionally adds new equipment and instruments to their systems that need to be integrated into the SCADA System. As part of this, equipment and instruments may also be removed and/or replaced. The SCADA System Maintenance and Support RFP solution must include all tasks associated with adding, deleting, and replacing equipment and instrumentation from the existing SCADA System. This includes all PLC and SCADA programming as well as potential electrical panel and component modifications to the existing system. These tasks require experienced Systems Integrators to design and implement these modifications. Prime Systems Industrial Automation, Inc. has repeatedly proven our capability to analyze, design, implement and provide a well thought out solution to these issues.

5. SCADA Improvements

The SCADA System software industry is an ever-changing world. Companies spend millions of dollars annually to continuously improve their software to compete in the global marketplace. New SCADA Software packages with new features and functions drive existing SCADA systems to continuously improve their software. All of this benefits the end user as long as the appropriate software, features, and functions are properly implemented in the end users SCADA System. This requires the System Integrators to continuously evaluate their customer’s installations and to understand how these new software and software features can be implemented to help their end users.

The first step in these SCADA improvements is to understand all the hardware and software components in the Mesa Water District SCADA System. The list of SCADA hardware and software in Appendix C is extensive, varying, and somewhat unique. Understanding the software, hardware, versions and how these are all tied together into a cohesive functioning SCADA System is required to start the improvement evaluation. Prime Systems Industrial Automation, Inc. has this knowledge and has recommendations for SCADA System improvements to enhance the functionality of the SCADA System. Several of these enhancements include:

- Server UPS Failure Alarms
- Additional Thin Client installations in Supervisor Office(s)
- Upgrade Win-911 Scripting to create fully redundant Remote Alarm Annunciation
- Cloud based Server and Historical backups
- Modify Reservoir 2 Communications
- Install 120 Vac Transfer Switches to both Server Racks

This is an ongoing process as new hardware, software, features, and functions are released on an on-going basis.

6. SCADA Training

Mesa Water District is committed to on-going training and SCADA training is no different. Prime Systems Industrial Automation, Inc. has performed formalized SCADA training in several forms for the Mesa Water District staff.

Project based SCADA training has been provided as part of all capital improvement projects. Mesa Water District specification always include SCADA training among the required training deliverables as part of all projects. This SCADA training is generally localized to the specific project. Prime Systems Industrial Automation, Inc. has provided this type of project based training on multiple occasions.

Prime Systems Industrial Automation, Inc. has provided overall SCADA training for the Mesa Water District in February 2015. This training consisted of the following topics:

1. SCADA System Architecture
2. SCADA System Remote Access
3. SCADA System Navigation
4. SCADA System Security
5. SCADA System Alarms
6. SCADA System Screens
7. SCADA System Communications (Distribution System)
8. SCADA System Historical Data/Trending

This training was provided to give a detailed understanding of not only the day-to-day SCADA operations but to give an overall understanding of how the Mesa Water District SCADA System is designed, implemented, and functioning. As part of this overall SCADA training, Prime Systems Industrial Automation, Inc. developed SCADA tests to document the Mesa Water District staffs understanding of the SCADA System and the SCADA System training. The SCADA training was very interactive and the staff did well on the SCADA testing. Prime Systems Industrial Automation, Inc. understands the need for reoccurring SCADA training and testing. Since the February 2015 SCADA training, there have been significant modifications, additions, and improvements to the Mesa Water District SCADA System. Additionally, there are new employees that did
not participate in the February 2015 training. *Prime Systems Industrial Automation, Inc.* is prepared to update the SCADA training documents provided during the February 2015 training and provide the updated training and testing as part of the upcoming contract.

*Prime Systems Industrial Automation, Inc.* has eighteen (18) years of PLC and SCADA Programming knowledge for the Mesa Water District SCADA System. Some of the original PLC code programmed by *Prime Systems Industrial Automation, Inc.* in 1999 from the CWTF still exists at the MWRF. Additionally, *Prime Systems Industrial Automation, Inc.* has been involved in all PLC and SCADA programming tasks for the upgrade of the Distribution System PLCs, MWRF PLCs, and the associated SCADA System for both the Distribution System and the MWRF. Following the application development and implementation of these PLC and SCADA programs, *Prime Systems Industrial Automation, Inc.* has continued to maintain, support, modify, and upgrade these systems. This knowledge is invaluable in the preparation of written documentation to develop Standard Operating Procedures (SOP) and/or Operating Instructions.

### 7. SCADA Operations

District Water Operations is the primary goal of the Mesa Water District SCADA System. *Prime Systems Industrial Automation, Inc.* understands that although SCADA Maintenance and Support is critical, District Water Operations is the primary reason the SCADA System exists. To this end, *Prime Systems Industrial Automation, Inc.* has supported, and continues to support, Mesa Water District staff in identifying tools and formats for recording and analyzing SCADA data to meet operational goals. We have modified, updated, implemented and refined the SCADA System to provide information in various forms including:

- SQL Server Historical Data Collection
- Historical Trend Clients
- Historical Trending Graphs
- Historical Query Tool
- Daily AQMD Report
- Daily Distribution System Report
- Monthly Distribution System Report
- Monthly MWRF Report
- Export Historical Data to USB Drives for analysis on other computers
- Export Trends to USB Drives for analysis on other computers
- Added Dream Reports Software for report formatting
Remote Access to SCADA System via Laptops and iPads

Prime Systems Industrial Automation, Inc. is committed to continuous improvement of the Mesa Water District SCADA System. Our mission is to support Mesa Water District staff in all aspects of the SCADA System. We are prepared to evaluate any request to enhance the SCADA System functionality and provide options and solutions towards this goal. We will continue to add functionality to the SCADA System to give Mesa Water District staff all the functionality possible to make the SCADA System a better operational tool.

Prime Systems Industrial Automation, Inc. knows the Mesa Water District SCADA System better than any other firm. We know the Wonderware Historian, Historical Data collection, analysis tools, Historical backup and reporting functionality better than any other firm. We have implemented redundant Historians and redundant Historical backups as part of the Mesa Water District SCADA System to insure the Historical data is secure, backed up, and available in the event of a catastrophic Server failure. Prime Systems Industrial Automation, Inc. has on multiple occasions, provided services to export Historical data, generate custom one time reports, generate custom daily/monthly reports, and provide formatted data as required to support Mesa Water Operations Staff with all data and reporting requirements. Prime Systems Industrial Automation, Inc. is very familiar with the Wonderware Historian and the Historical Data. We can provide the Historical data in almost any format request by the District. In addition to inherent knowledge of the Mesa Water District SCADA and Historical Data Systems, we are well versed in Microsoft SQL Databases, Sequential Query Language (SQL), and SQL Reporting. Prime Systems Industrial Automation, Inc. has been providing SQL Database installation, programming and support since its formation in 1998. We have used this experience and knowledge to support Mesa Water District in all aspects of the Historical Data, data exporting, and reporting.

8. Proposed Schedule

Appendix C of this proposal contains the proposed annual schedule for completion of each proposed maintenance task and subtask.
Exceptions and Deviations

*Prime Systems Industrial Automation, Inc.*, does not take any exceptions and/or deviations to the RFP and/or RFP Addendums.
Appendix A – Resumes

Prime Systems Industrial Automation, Inc.

Staff Resumes
Marc Smith, Principal Engineer

Education:
Bachelor of Science, Electrical Engineering (BSEE), Cal State Fullerton, 1992
Master of Science, Computer Engineering (MSCE), Cal State Fullerton, 1995
Numerous Programming Certificates (Basic, Visual Basic, C, SQL, Intellution
Fix32, Wonderware)

Level of Experience:
Over twenty-four (24) years of engineering design, development, implementation,
and support of industrial control systems. Control systems services include
electrical, instrumentation, programming, PLC, SCADA, database, radio,
communication networks for commercial and municipal water/wastewater
systems. Principal Engineer, owner, and President of *Prime Systems Industrial
Automation, Inc.* a Riverside based Systems Integration firm for 19 years.

Relevant Experience:
- Complete SCADA System upgrade for Modicon Compact PLC to Modicon
  Quantum PLC with upgrade of Lookout SCADA Software to Wonderware
  SCADA Software. Upgrade and expand system capability and functionality.
  Custom control panel design, fabrication, and installation. Field installation
  and testing completed during scheduled one week annual Treatment Plant
downtime.
- Complete SCADA System upgrade and expansion for Waste Water Treatment
  Facility. SCADA System upgrade included consolidation of GE Cimplicity and
  Innotech SCADA Systems into new Wonderware SCADA System with radio
  communication network.
- Complete SCADA System radio network upgrade to comply with new FCC
  Narrow banding requirements. Radio network upgrade consisted of twenty (20)
  remote sites.
- Complete SCADA System design, programming, installation and testing for
  Municipal Water District potable water system. SCADA System design included
  electrical panel design, AutoCAD, hardware specification, Allen Bradley PLC
  Programming, RSView32 Programming, Allen Bradley PanelView programming,
  RSView Messenger, Data Collection, Daily and Shift Reporting. The SCADA
  System Data Collection PLC was an Allen Bradley 64K SLC 5/05 communicating
to RSView32. Rockwell Software RAD Server and Clients provided Water
  District Management personnel with remote monitoring capabilities of district
  wide system status. The SCADA System consisted of 43 remote monitoring and
  control sites with point-to-point radio communications.
- SCADA, PLC, Radio, Controls and Automation projects at more than fifty (50)
  Water and Wastewater facilities.

Professional Affiliations and Certificates:
- Instrumentation Society of America, Senior Member
- Wonderware Certified, Application Developer, InTouch
- Wonderware Certified, Application Developer, SCADAlarm
- Intellution, Advanced FIX SCADA Software
Rob Canter, Senior Engineer  

*Education:*  
Bachelor of Science, Chemical Engineering (BSCE), Georgia Institute of Technology, 1997

*Level of Experience:*  
Over seventeen (17) years of control systems engineering design, programming, and support services across multiple disciplines. Project experience includes project management, design, procurement, fabrication, implementation, programming, installation, and testing.

*Relevant Experience:*  
- Implemented site specific security system into existing Water District SCADA System. Project included mechanical and electrical installation of security hardware, integration of security hardware into remote site PLCs, and SCADA System programming and alarming.
- Completed water treatment facility filter system Allen Bradley CompactLogix programming and Operator Interface program development. Project included PLC control panel design, AutoCAD, panel fabrication/wiring, field electrical terminations, I/O checkout, Allen Bradley CompactLogix program development and testing, Allen Bradley PanelView + program development and testing.
- Water Treatment and Distribution System ongoing support contract for Municipal Water District SCADA System. Project tasks include Modicon Quantum PLC, Modicon M340 PLC, Modicon Magelis OIT, Wonderware SCADA, Computer Systems, network systems, MDS Radio programming, instrumentation, electrical troubleshooting and support.
- Ongoing remote site control upgrades for Municipal Water District. Project includes complete control panel replacement, Modicon Compact PLC upgrade to Modicon M340 PLCs, Modicon Magelis OIT programming, RSView32 SCADA programming, software installation and testing for 175 remote sites.
- Provided complete take-over service and support for Wastewater Treatment facility Fuel Cell system following removal of previous Systems Integrator. Tasked to compete punch list items and ongoing continued support for new system. Project support consisted of Allen Bradley ControlLogix, CompactLogix, PanelView Plus, RSView32 SCADA System, Electrical and Controls service and support.
- Control System design, development, installation, and testing for numerous projects across multiple disciplines including Water/Wastewater, Mining, Foods, Packaging, Conveying Systems, Batching Systems.

*Professional Affiliations and Certificates:*  
- Wonderware Certified, Application Developer, InTouch  
- Rockwell Automation, Fundamentals of Programmable Controllers using RSLogix5/RSLogix500  
- Rockwell Automation, RSLogix5000 Training  
- Rockwell Automation, PLC5 Programming
- Rockwell Automation, PLC5 Advanced Programming

**Areas of Expertise:**
- Allen Bradley Programming for PLCs, PACs, OIT, VFDs, DeviceNet, ControlNet, Ethernet
- Modicon PLC Programming utilizing ProWorx, Concept, and Unity
- Modicon Magelis Operator Interface Program Design and Implementation
- Radio Systems design, programming, installation, integration and troubleshooting
- Control Panel Design, AutoCAD, Fabrication, Installation and Testing
- Electrical and Controls Testing and Troubleshooting
- Water/Wastewater Industry Process Automation and Controls
- Process Instrumentation Calibration
Justin Smith, Project Engineer

Education:
Bachelor of Science, Computer Engineering (BSCE), Cal Poly San Luis Obispo, 2012

Level of Experience:
Eight (8) years of continuous part time work followed by five (5) years of full time Project Engineering work following graduation from Cal Poly San Luis Obispo with BSCE. Work experience includes Allen Bradley PLC programming, Modicon ProWorx, Modicon Concept, Modicon Unity, SCADA System programming and support, radio system installation, programming and support.

Relevant Experience:
- Complete SCADA System radio network upgrade to comply with new FCC Narrow banding requirements. Radio network upgrade consisted of twenty (20) remote sites.
- Completed advanced SCADA System upgrade for Wonderware System Platform applications. Project included extended programming and service support consisting of Wonderware InTouch, Wonderware Historian, Reporting, Allen Bradley CompactLogix PLC programming, and MDS Radio support.
- Completed SCADA System development for Wastewater Treatment Facility expansion. Project consisted of complete SCADA system design, development, installation, testing, and training.
- Provided Ethernet network design, implementation, and testing to bridge multiple networks into one cross connected network for radio system communication across the Water District SCADA System.

Professional Affiliations and Certificates:
- Wonderware Certified, Application Developer, InTouch

Areas of Expertise:
- SCADA System Programming, Implementation, Testing, and Support
- Wonderware System Platform SCADA System Programming
- Allen Bradley Programming for PLCs, PACs, Operator Interfaces
- Radio Systems programming, installation, implementation, integration and troubleshooting
- Control Panel Fabrication, Installation and Testing
- Electrical and Controls Testing and Troubleshooting
- Water/Wastewater Industry Process Automation and Controls
- Process Instrumentation Calibration
- Ethernet Network Systems
- Historical Database (SQL) Programming and Implementation
Michael Crawford, Senior Field Technician

**Education:**

Michigan Tech University, Houghton, MI 1978 - 1979  
Chicago Institute of Technology/DeVry. Chicago, IL 1975 – 1977

**Level of Experience:**

Over 40 years’ experience with installation, design and troubleshooting of industrial and automation controls for operation of equipment.  
Works well independently and as a member of a construction team.  
Computer Skills: Microsoft Office and AutoCAD experience  
PLC Skills: Allen Bradley, Siemens, Fuji, Mitsubishi, Omron, Texas Instruments, and Direct Logic

**Relevant Experience:**

- Electrical Controls Installation, maintenance and troubleshooting  
- PLC Control Panel Design and Fabrication.  
- AutoCAD drawing and Schematic Design and Development.  
- Variable Frequency Drive installation, maintenance, and troubleshooting  
- Allen Bradley PLC Programming, testing, and troubleshooting

**Professional Affiliations and Certificates:**

- OSHA 10 for General Industry Safety  
- Aerial and Scissor Lift Operation  
- Sit Down Forklift Operation  
- NFPA 70E Electrical Safety in the Workplace  
- Siemens Basics of PLC  
- Allen Bradley RSLogix 500, PanelBuilder32, Factory Talk View Studio

**Areas of Expertise:**

- Electrical Maintenance, Service and Support  
- Electrical and Mechanical Instantiation  
- Allen Bradley Programming for PLCs, PACs, Operator Interfaces  
- MDS Radio programming, installation, and troubleshooting  
- Fiber Optic Cable Installation, Terminations, and Testing  
- Electrical and Controls Testing and Troubleshooting  
- Process Instrumentation Calibration  
- Ethernet Network Systems
Appendix B – Professional Services Agreement Acceptance Form

Prime Systems Industrial Automation, Inc.

Professional Services Agreement Acceptance Form
Appendix B: Professional Services Agreement Acceptance Form

Firm Name: Prime Systems Industrial Automation, Inc.

Address: 6236 River Crest Drive, Suite B

City  Riverside  State  CA  Zip Code  92507

Telephone: 951-656-7139  Fax: 951-656-8139

I have reviewed the RFP and Professional Services Agreement in their entirety. Our firm will execute the Professional Services Agreement with no exceptions.

Name of Authorized Representative: Marc Smith

Signature of Authorized Representative:

Date: April 20, 2017
Appendix C – Proposed Schedule

Prime Systems Industrial Automation, Inc.

Proposed Annual Schedule
MEMORANDUM

TO: Board of Directors  
FROM: Coleen L. Monteleone, Assistant General Manager  
DATE: June 8, 2017  
SUBJECT: Potable and Recycled Water Rate Study

RECOMMENDATION

Approve a professional services contract with Raftelis Financial Consultants, Inc. for $45,192 plus $8,293 for potential optional services for a not-to-exceed amount of $53,485 to provide a potable and recycled water rate study for the purpose of establishing water rate schedules for five years; and authorize execution of the contract.

The Finance Committee reviewed this item at its May 15, 2017 meeting and recommends Board approval.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #2: Practice perpetual infrastructure renewal and improvement.
Goal #3: Be financially responsible and transparent.

PRIOR BOARD ACTION/DISCUSSION

In December 2013, the Board updated the long-term financial plan and adopted multi-year rate increases from FY 2015 to FY 2019.

BACKGROUND

Mesa Water has a perpetual agency philosophy requiring a scheduled, systematic review of its long-range financial plan and goals. This review includes the evaluation and updating of the District’s rate schedule to ensure sufficient funds are available to meet the District’s seven strategic goals. The last phase of the District’s adopted rate increases will go into effect January 1, 2018.

In addition to the District’s practice of reviewing its rates, rising costs, conservation and low growth accentuate the necessity to move forward with a water rate study.

DISCUSSION

Mesa Water solicited proposals from six qualified firms to provide the required scope of work. Each committed to submitting a proposal for services. The firms included:

1. NBS Government Services (Davis, California)
2. Raftelis Financial Consultants, Inc. (Pasadena, California)
3. Willdan Financial Services (Temecula, California)
4. Tuckfield & Associates (Newport Beach, California)
5. Urban Futures, Inc. (Tustin, California)
6. Black & Veatch Management Consultants (Los Angeles, California)
All but Urban Futures, Inc. submitted a proposal within the designated deadline.

Proposals were distributed for review and evaluation by a selection panel comprised of Mesa Water staff representing administrative, finance, and operational disciplines. Staff utilized the District’s standard proposal evaluation form to rank the following criteria:

1. Firm qualifications and experience (20%)
2. Company/Staff Availability – i.e., resources (20%)
3. Scope of Work/Understanding (50%)
4. Proposal Quality (10%)

The scores were tabulated with the following results:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Proposing Firm</th>
<th>Submitted Base Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Raftelis Financial Consultants, Inc.</td>
<td>$45,192</td>
</tr>
<tr>
<td>2</td>
<td>Black &amp; Veatch Management Consultants</td>
<td>$67,370</td>
</tr>
<tr>
<td>3</td>
<td>NBS Government Services</td>
<td>$48,530</td>
</tr>
<tr>
<td>4</td>
<td>Willdan Financial Services</td>
<td>$39,855</td>
</tr>
<tr>
<td>5</td>
<td>Tuckfield &amp; Associates</td>
<td>$54,630</td>
</tr>
</tbody>
</table>

All firms are well qualified to perform the work effort and provided a solid approach to meeting the required scope. Based on the proposal rankings, qualifications and experience, and base cost, the selection panel determined that Raftelis Financial Consultants, Inc. would best be able to provide the District with a timely rate study that satisfies the scope of work as defined in the District’s Request for Proposal.

Attached is Raftelis Financial Consultants, Inc.’s proposal. Proposals from the other firms are on file and available upon request. This project is scheduled to be completed in time for a potential public rate hearing in December of 2017.

FINANCIAL IMPACT

$145,000 is budgeted in Fiscal Year 2018 for financial consulting and services.

ATTACHMENTS

Attachment A: Request for Proposal – Water and Recycled Water Cost of Services & Rate Design
Attachment B: Raftelis Financial Consultants, Inc. Proposal
REQUEST FOR PROPOSAL

for

Water and Recycled Water Cost Of Service and Rate Design

Mesa Water District

March 2017
Introduction

Mesa Water District (Mesa Water®) is soliciting proposals in March 2017 from qualified firms to conduct a Potable Water and Recycled Water Rate Study. The selected firm will be required to fully understand Mesa Water®’s budget, finances, financial status, and operations to deliver reliable service. The rates recommended by the Consultant will be developed to ensure Mesa Water® will remain on a fiscally sound basis to deliver reliable water and recycled water services in a financially responsible manner to its customers. Additionally, the selected consultant may be required to assist the Mesa Water® in an outreach effort as necessary for rate implementation.

Background

Mesa Water®, a special district, was formed on January 1, 1960 as a result of the merger of four water agencies. Mesa Water® employs approximately 55 employees and is governed by a five-member Board of Directors elected by the constituents of five divisions within the service area.

Mesa Water®’s primary purpose is to manage and deliver water and water-related services to customers within its service area. Mesa Water® distributes a combination of imported water and local groundwater to approximately 23,500 retail accounts (population of over 115,000) in an 18-square mile area, which includes the city of Costa Mesa, parts of Newport Beach, and unincorporated areas of Orange County, including the John Wayne Airport. Mesa Water® predominately uses local groundwater, recycled water, and conservation to meet 100% of its demands.

The Orange County Water District (OCWD) provides Mesa Water® with recycled water supply from its Green Acres Project (GAP). OCWD owns the recycled water distribution system and is responsible for its maintenance. OCWD also performs the monthly meter reads and forwards this information to Mesa Water® who performs the monthly billing. Mesa Water® currently has 13 retail recycled water customers with 37 retail meters.

Scope of Work

Consultant shall provide the Scope of Work as detailed in Exhibit B.

Proposal Requirements

A. PROPOSAL SUBMISSION AND DEADLINE

The Consultant shall submit one proposal in PDF or Word format via email no later than 5:00 PM, May 5th, 2017. Proposals received after the deadline will not be considered.
The Consultant shall submit the billing rates and title of each work discipline that will work on the attached scope of work. Billing rates and position titles shall be included in the proposal.

Submit the proposal via email to:

Kent Loose, Controller
Mesa Water District
KentL@MesaWater.org
1965 Placentia Avenue
Costa Mesa, CA  92627-3420

All materials submitted with the proposal become the property of Mesa Water® and will not be returned. The proposal will become public record subject to the disclosure provisions of the Public Records Act (Government Code Section 6250 et seq.).

B. PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall be limited to no more than 15 pages (11-point font), plus appendices. To be considered responsive to this RFP, one electronic copy of your proposal must be submitted in accordance with the following format:

1. Cover Letter – A signature by a Principal or officer having the authority to negotiate and contractually bind and extend the terms of the written proposal.

2. Firm History – Provide information regarding the firm and its background such as firm size, client base and firms capability to perform analysis and services as outlined in Scope of Work.

3. Project Understanding – A description of the understanding, approach, and methodology proposed to meet the District’s objectives.

4. Experience – Describe the experience of the firm and provide three examples of similar projects successfully completed that demonstrate the required experience to perform the work requested. Each reference must include:
   a) Client name and contact information
   b) Project description
   c) Role of key project team members

5. Qualifications – Provide the qualifications and resumes of staff assigned to perform the work and describe the responsibilities of the individuals who will be working on the project and extent of involvement with the project. If using sub-consultants, provide the company profile and define the responsibilities and services to be performed by the sub-consultants. Consultant must demonstrate that they have a clear understanding of the Proposition 218 process and capability to prepare all required documentation.
6. **Work Plan** – Describe how you will approach each of the tasks outlined in the scope of work above, including data requirements, modeling efforts, and interaction with District staff. Include the primary point of contact, person responsible for overall corporate commitment, and project manager.

7. **Schedule** – Provide a work plan, including major activities and schedule for the project, deliverables and milestone dates.

8. **Cost Proposal** – The cost proposal shall include time estimated for each phase of the work outlined above. Provide a detailed breakdown of labor hours by task and position, including sub-consultants. A listing of billing rates by employee, and a maximum not-to-exceed project fee, inclusive of all direct and indirect costs associated with the project.

**C. EVALUATION CRITERIA AND SELECTION PROCESS**

A Selection Team established by the Project Manager will review, evaluate, and score the proposals. The Selection Team shall evaluate the proposals based upon the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
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</thead>
<tbody>
<tr>
<td>Firm Qualifications &amp; Experience</td>
<td>20%</td>
</tr>
<tr>
<td>Company/Staff Availability</td>
<td>20%</td>
</tr>
<tr>
<td>Scope of Work Understanding</td>
<td>50%</td>
</tr>
<tr>
<td>Proposal Quality</td>
<td>10%</td>
</tr>
</tbody>
</table>

The Selection Team may select the Offeror that exceeds other Offerors in all mandatory specifications of the RFP or they may select Finalist Offerors who meet specifications and whose score on evaluation factors is sufficiently high to merit further consideration.

Mesa Water® reserves the right to reject any and all proposals for any reason. Mesa Water® may not proceed, for any reason, with the selection process of an Offeror if Mesa Water® deems it is in the best interest of the organization. Mesa Water® shall not be responsible to any of the Offerors for the cost to prepare their proposal in response to this RFP.
Proposals must include the entire scope of work as outlined in this RFP. Please comment to any proposed additions or exceptions to the Scope of Work in the proposal.

D. SAMPLE AGREEMENT

A Sample Agreement has been attached for review in Exhibit A. This agreement is representative of the agreement that will be executed upon award to the successful Proposer. Mesa Water® typically does not make changes to agreement terms and conditions. Submission of your proposal in response to this RFP constitutes your acceptance of all Terms & Conditions set forth in this Sample Agreement.

E. ACCEPTANCE

An Acceptance Letter has been attached to this RFP in Exhibit C. This Acceptance Letter is to be completed and signed by the Proposer and shall be submitted with the Proposer’s proposal.

F. CONTRACT & TERMS

Prior to the commencement of services, the selected Consultant awarded the contract will be required to execute a Professional Services Contract (Sample Agreement: Appendix A) between itself and Mesa Water®. The contract shall incorporate the Scope of Work defined in Appendix B and all RFP terms and conditions. Portions of the Consultant’s proposal may be considered for inclusion into the scope of work at Mesa Water®’s discretion.

The amount of compensation to be paid to Consultant for all services under this RFP shall be an "Hourly Not to Exceed" amount.

The selected Consultant shall not be permitted to levy any service or other charges against Mesa Water®, other than those listed in Scope of Work, without being previously negotiated with Mesa Water®.

Consultant shall review the Sample Professional Services Contract and carefully review the scope of work in detail as Mesa Water® will execute the contract with no exceptions if your firm is selected.

Please sign and date the Professional Services Agreement Acceptance Form (Exhibit C) to indicate that the Sample Professional Services Agreement has been reviewed and the consultant will execute it with no exceptions if selected. This contract may be subject to review by Mesa Water®’s legal counsel prior to execution.
EXHIBIT B
Scope of Work
EXHIBIT C
Agreement Acceptance Form
MESA WATER DISTRICT

WATER AND RECYCLED WATER COST OF SERVICE AND RATE DESIGN
Proposal / May 5, 2017
01. Cover Letter
02. Firm History
03. Project Understanding
04. Experience
05. Qualifications
09. Work Plan
14. Schedule
14. Cost Proposal
15. Appendix: Agreement Acceptance Form
Subject: Proposal for Water and Recycled Water Cost of Service and Rate Design Study

Dear Mr. Loose:

Raftelis Financial Consultants, Inc. (RFC) is pleased to submit this proposal to assist Mesa Water District (District) with a Water and Recycled Water Cost of Service and Rate Design Study.

RFC has the largest water, wastewater, recycled water, and stormwater utility financial and rate consulting practice in California and the nation. In past studies with the District, we have repeatedly shown how our unique combination of qualifications, resources, local presence, and experience with District staff can ensure successful, value-added projects. We hope to have the privilege of continuing this successful relationship with the District.

The primary objectives of this study are to: develop a sustainable and sufficient long-term financial plan; establish a five-year schedule of water and recycled water rates; and ensure the District remains on a fiscally sound basis to deliver services in a financially responsible manner. We will apply our experience in public outreach and rate adoption to aid the District in communicating study results to District staff, the Board of Directors, and other stakeholders.

RFC is well-regarded throughout Orange County, and we have recently completed similar studies for Yorba Linda Water District, the City of Huntington Beach, the City of San Juan Capistrano, and the City of Orange, among others. RFC’s knowledge of local and regional issues will be of benefit to the District on this important Study.

I will serve as the Project Director and will be ultimately responsible for our corporate commitment and the success of this project, and I will be available to provide input into rate setting matters. I recently co-authored a chapter in the American Water Works Association’s (AWWA) Manual M1: Principles of Water Rates, Fees and Charges, 6th Edition (Manual M1) and contributed to the AWWA’s Water Rates, Fees, and the Legal Environment, 2nd Edition. With 18 years of experience, Mr. Steve Gagnon, PE will be the Project Manager overseeing deliverables and the schedule and serve as the main point of contact.

We look forward to the opportunity to assist the District with this project. If you have any questions, please do not hesitate to contact us using the following information:

Sanjay Gaur, Project Director
P: 213.327.4405 / E: sgaur@raftelis.com

Steve Gagnon, PE, Project Manager
P: 213.262.9308 / E: sgagnon@raftelis.com

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Sanjay Gaur
Vice President (authorized to negotiate, contractually bind, and extend the terms of the proposal)
FIRM HISTORY

In 1993, Raftelis Financial Consultants, Inc. (RFC) was founded to provide services that help utilities function as sustainable organizations while providing the public with clean water at an affordable price. With this goal in mind, RFC has grown to have the largest and most experienced water and wastewater utility financial and management consulting practice in the nation. RFC has experience providing these services to hundreds of utilities across the country and abroad, allowing us to provide our clients with innovative and insightful recommendations that are founded on industry best practices. Throughout our history, we have maintained a strict focus on the financial and management aspects of utilities, building a staff with knowledge and skills that are extremely specialized to the services that we provide, and thus allowing us to provide our clients with independent and objective advice.

WHAT MAKES RFC UNIQUE

Depth of Resources: RFC has one of the largest and most experienced water industry financial and management consulting practices in California and the nation. Our depth of resources will allow us to sufficiently staff this project with the qualified personnel necessary to efficiently and expeditiously meet the objectives of the District.

Local and National Experience: RFC staff have assisted more than 500 water and/or wastewater utilities across the country on financial, rate, and management consulting engagements. We have worked with numerous utilities throughout California on hundreds of studies, including financial plans, cost of service, and pricing. Our extensive experience will allow us to provide innovative and insightful recommendations to the District, and will provide validation for the proposed methodology ensuring that industry best practices are incorporated.

Industry Leadership: Our senior staff is involved in shaping industry standards by chairing various committees within the AWWA and WEF. RFC’s staff members have authored and co-authored many industry standard books regarding utility rate setting, and RFC publishes the national Water and Wastewater Rate Survey, which is co-published with AWWA, and the CA-NV Water Rate Survey, which is co-published with the CA-NV AWWA. Being so actively involved in the industry will allow us to keep the District informed of emerging trends and issues, and to be confident that our recommendations are insightful and founded on sound industry principles.

Focus: RFC’s services are solely focused on providing financial, rate, and management consulting services to water-industry utilities. This focus allows RFC professionals to develop and maintain knowledge and skills which are extremely specialized to the services that we provide, and will allow us to provide the District with independent and objective advice.

Experts on California Regulatory Requirements: The regulatory environment in California has become more stringent due to Proposition 218 and Government Code Section 54999. RFC staff are very knowledgable about these regulations and have made presentations on this subject for the Association of California Water Agencies (ACWA), California Society of Municipal Finance Officers (CSMFO), and CA-NV AWWA.

Modeling Expertise: RFC has developed some of the most sophisticated yet user-friendly financial/rate models available in the industry. Our models are custom-built on a client-by-client basis, ensuring that the model fits the specific needs and objectives of the client. Our models are tools that allow us to examine different policy options and cost allocations and their financial/customer impacts in real time. Our models are non-proprietary and are used by our clients as financial planning tools long after the project is complete.

Rate Adoption Expertise: RFC has assisted numerous agencies with getting proposed rates successfully adopted. Our experience has allowed us to develop an approach that effectively communicates with elected officials about the financial consequences and rationale behind recommended rates to ensure stakeholder buy-in and successful rate adoption.

Registered Municipal Advisor: RFC is registered with the U.S. Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor. This registration is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues must be registered with the SEC and MSRB to legally provide financial opinions and advice.
3. PROJECT UNDERSTANDING

Mesa Water District (District) provides water service to approximately 23,500 retail accounts within its 18-square mile service area. The predominant water supply sources are local groundwater and recycled water, and the District utilizes conservation practices to aid in meeting water demands. Imported water is also available from Orange County Water District (OCWD) on an as-needed basis to support water supply reliability. Due to dynamic water supply conditions and recent State-mandated conservation standards, water usage and corresponding revenues have fluctuated significantly. This raises issues of revenue stability and equity, as rates must be designed to fully fund the utility’s ongoing operating and capital costs without placing an undue burden on customers.

The District’s existing retail water rate structure consists of a uniform rate structure for all classes of water customers. The District would like to explore different structures of fixed and variable revenue components while retaining the uniform commodity rates—this is a functionality that will be built into the financial plan and rate models developed by RFC as part of this project. The District also administers recycled water service to 13 customers with 37 meters. OCWD supplies recycled water and owns the distribution system, while Mesa Water District performs the monthly billing. Service charges for recycled water are to be calculated in addition to the water rates as part of the study.

The primary objectives for this study are to:
1. Determine the revenue increases needed to provide funds necessary to meet the District’s current/future requirements
2. Forecast the effects of the District’s estimates of growth and conservation on its revenues, as well as any impact that the proposed rates may have on sales
3. Develop fair and equitable potable water and recycled water rate structures that will allow the District to meet its financial, contractual, and legal obligations, while ensuring long-term financial stability and meeting the requirements of Proposition 218
4. Evaluate and recommend appropriate retail charges for potable and recycled water

To develop utility rates that comply with Proposition 218 and industry standards while meeting other emerging goals and objectives of the utility, we will follow four major steps as outlined in the American Water Works Association’s (AWWA) M1 Manual and other industry standards:
1. Determination of revenue requirements
2. Cost of service analysis
3. Rate design and calculations
4. Rate adoption

All rates must be based on the cost of providing service in order to be considered fair and equitable under the provisions of Proposition 218. Cost components to be recovered through rate revenues include operation and maintenance (O&M) expenses, water supply costs, capital improvement projects, and debt service requirements. Revenues should also fund adequate cash reserves including operating, capital replacement, emergency capital, and rate stabilization funds. The District is interested in analyzing alternative formulations of the fixed and variable rate revenue components to enhance revenue stability against water sales volatility, and in comparing customer bills under the proposed rates with bills for similar agencies.

RFC’s capabilities will maximize the flexibility and ease of use of the final working models. Our models instantaneously generate both graphical results and cash flow pro forma reports, and include dynamic components for analyzing rates, revenues, and customer impacts with scenario analysis capability. This ensures impacts can be readily understood and decisions made rapidly. Having worked closely with District staff on previous rate study projects, we have a solid understanding of the requirements for this study and the amount of in-person and public engagement involved. We are well-prepared to begin the project and believe that our qualifications, experience, and knowledge of the District’s internal rate making processes will provide added value to the District.
RFC has focused on financial and management consulting for water, wastewater, recycled water, and stormwater utilities since the firm’s founding in 1993, and our staff consists of some of the most experienced consultants in the industry. RFC staff have provided financial, rate, management, and/or operational consulting services to more than 500 utilities in the U.S., including some of the largest and most complex water, wastewater, recycled water, and stormwater utilities in the U.S. and California. In the past year alone, RFC worked on more than 400 financial, rate, and management, and operational consulting projects for over 300 water, wastewater, recycled water, and/or stormwater utilities in 36 states, the District of Columbia, Canada, and Puerto Rico.

Below, we have included detailed descriptions of three projects that we have worked on that are similar in scope to the District’s project. We also selected these projects because many of our proposed Project Team members worked in similar roles on them. We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.

**EXPERIENCE**

RFC has provided financial and/or management assistance to utilities serving more than 25% of the U.S. population. This map shows some of the clients where RFC staff have provided financial/management consulting.

### CITY OF ORANGE - WATER (CA)

**CLIENT CONTACT:**
Bob Baehner, Assistant Water Manager
189 S. Water Street, Orange, CA 92866
P: 714.288.2475 | E: bbaehner@cityoforange.com

Role of Key Project Team Members: Sanjay Gaur (Project Director) & Steve Gagnon, PE (Project Manager)

RFC developed a 10-year financial plan and four different rate structure alternatives for the City to evaluate. The City chose a 3-tier volumetric rate based on the costs to serve water in each tier and a uniform rate for non-residential classes. The City also chose to discontinue the outside city rates, continue a pumping zone charge for higher elevation customers, and incorporate a fixed and volumetric capital charge to clearly identify the rate impacts of capital projects. RFC worked with City staff to convey the pros and cons of each billing rate structure.

### CITY OF ORANGE - WASTEWATER (CA)

**CLIENT CONTACT:**
Frank Sun, Deputy Director Public Works
300 E. Chapman Avenue, Orange, CA 92866
P: 714.744.5529 | E: fsun@cityoforange.org

Role of Key Project Team Members: Sanjay Gaur (Project Director) & Steve Gagnon, PE (Project Manager)

RFC is preparing a 10-year financial plan and developing rates for the Sanitation Enterprise which consists of the Sewer Utility, Street Tree Maintenance, and Street Sweeping. The Street Sweeping is currently subsidizing the other services. RFC developed rates for each service including a capital rate component for the sewer utility so the City Council will be able to choose a level of capital investment. RFC will present the resulting rates and financial plan to City Council so that rates can be implemented before the start of the fiscal year.

### TRABUCO CANYON (CA)

**CLIENT CONTACT:**
Hector Ruiz, P.E., General Manager
Trabuco Canyon Water District
32003 Dove Canyon Drive, Trabuco Canyon, CA 92679
P: 949.858.0277 ext. 177 | E: Hruiz@tcwd.ca.gov

Role of Key Project Team Members: Sanjay Gaur (Project Director), Steve Gagnon, PE (Project Manager), & Khanh Phan (Lead Analyst)

RFC completed a water, wastewater and recycled water rate study. RFC revised the District’s tier rate structure from an 8-tier rate structure to a 4 tiered rate structure that is based on the cost to serve water in those tiers. RFC also developed drought rates to recover lost revenue from reduced sales. The wastewater rates had not been updated since the mid-1990s. Therefore, a significant revenue adjustment was needed to align rates with true costs. RFC worked with District staff to minimize both water and wastewater rate impacts by funding consistent levels of capital infrastructure.
Our Project Team consists of some of the most knowledgeable and skilled rate consulting professionals in the water, wastewater, and recycled water utility industry. For this project, we have included senior-level personnel to provide experienced leadership, with support from talented consultant staff. RFC places a high priority on being responsive to our clients and, therefore, actively manages each consultant’s project schedule to ensure appropriate availability for addressing client needs. In addition to our dedicated Project Team, the District will have the support of RFC’s full staff. Below, we have included an organizational chart showing the structure and roles for our Project Team members. On the following pages, we have included resumes for our Project Team members. RFC has a clear understanding of the Proposition 218 process and capability to prepare all required documentation.

QUALIFICATIONS

MESA WATER DISTRICT

PROJECT DIRECTOR

SANJAY GAUR will be responsible for our overall corporate commitment, and will be available to provide insights into various cost of service and rate-setting matters.

PROJECT MANAGER

STEVE GAGNON, PE will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the District’s objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Mr. Gagnon will serve as the District’s main point of contact for the project.

LEAD ANALYST

KHANH PHAN will serve as the Lead Analyst conducting analyses and preparing deliverables for the project.

STAFF CONSULTANTS

KEVIN KOSTIUK, AKBAR ALIKHAN, MAGU DIAGNE, PE, CORRINE SCHRALL, & VICTOR SMITH will assist with conducting analyses and preparing deliverables for this project. In addition, the rest of our California staff will be available to provide support for the project as necessary.

RFC CURRENTLY HAS A TEAM OF MORE THAN 60 CONSULTANTS SPECIALIZING IN FINANCIAL AND MANAGEMENT CONSULTING SERVICES FOR WASTEWATER, WATER, RECYCLED WATER, AND STORMWATER UTILITIES, INCLUDING 13 RATE CONSULTANTS IN OUR CALIFORNIA OFFICES.
SANJAY GAUR
PROJECT DIRECTOR (VICE PRESIDENT)

PROFILE: Mr. Gaur has 18 years of public-sector consulting experience, primarily focusing on providing financial and rate consulting services to water and wastewater utilities. His experience includes providing rate structure design, cost of service studies, financial analysis, cost benefit analysis, connection/development fee studies, conservation studies, and demand forecasting for utilities spanning the west coast. His project experience includes engagements with the Metropolitan Water District of Southern California, San Diego County Water Authority, Eastern Municipal Water District, Alameda County Water District, and East Bay Municipal Water District, among many others. Mr. Gaur is considered one of the leading experts in the development of conservation rate structures. He has often provided his insight into utility rate and conservation-related matters for various publications and industry forums, including: authoring articles in Journal AWWA; being quoted in various newspaper articles including the Los Angeles Times and the New York Times; participating in a forum regarding the future of water in Southern California sponsored by the Milken Institute; being quoted on National Public Radio; speaking at various industry conferences including American Water Works Association (AWWA), the Utility Management Conference, Association of California Water Agencies, and California Society of Municipal Finance Officers; and, co-authoring several industry guide books including AWWA’s Manual M1 Principles of Water Rates, Fees and Charges, 6th Edition as well as AWWA’s Water Rates, Fees, and the Legal Environment, Second Edition. Mr. Gaur co-authored a chapter entitled, “Understanding Conservation and Efficiency Rate Structures,” for the Fourth Edition of the industry guidebook, Water and Wastewater Finance and Pricing: The Changing Landscape. Mr. Gaur is also active in a number of utility-related associations, including serving as a member of AWWA’s Rates and Charges Committee.

RELEVANT PROJECT EXPERIENCE

- American Water Company (CA) - Water Rate Study
- City of Calexico (CA) - Water and Sewer Rate Study
- City of Chowchilla (CA) – Water and Wastewater Rate Study
- City of Corona (CA) – Water Budget Rate Study
- Eastern Municipal Water District (CA) – Water Budget Study
- East Orange County Water District (CA) - Water Budget Study
- El Toro Water District (CA) – Water Budget Study
- City of Hollister (CA) - Sewer Rate and Impact Fee Study
- City of Huntington Beach (CA) - Sewer Rate Study and Water Budget Study
- Indio Water Authority (CA) - User Fee Study and Water Rate Study
- City of Livingston (CA) - Water Rate Study
- City of Lomita (CA) - Water Rate Workshop
- City of Merced (CA) - Water and Sewer Rate and Impact Fee Study
- Metropolitan Water District of Southern California (CA) - Drought Allocation Model, Long Range Financial Plan and Cost of Service Evaluation
- Monterey Peninsula Water Management District (CA) - Water Budget Study
- City of Newport Beach (CA) – Water Rate Study
- Pasadena Water and Power (CA) - Water Cost-of-Service and Rate Design Study
- City of Port Hueneme (CA) - Water and Solid Waste Rate Study
- Rancho California Water District (CA) – Water Budget Study, New Water Demand Offset Fee
- City of Rio Vista (CA) - Water and Sewer Rate and Impact Fee Study
- San Diego County Water Authority (CA) - Indexing Model and Wholesale Water Rate
- Walnut Valley Water District (CA) - Water Rate Study
- Western Municipal Water District (CA) - Water Budget Study
- Yorba Linda Water District (CA) - Water Budget Study

PROFESSIONAL HISTORY

» Rafelis Financial Consultants, Inc.: Vice President (2015–present); Senior Manager (2012–2014); Manager (2009–2012)
» Red Oak Consulting, Division of Malcolm Pirnie (2007-2009)
» MuniFinancial (2005-2006)

EDUCATION

» Master of Science, Applied Economics - University of California, Santa Cruz (1994)

PROFESSIONAL REGISTRATIONS

» Finalist, National Venture Competition (2003); Goldman Sachs Foundation
» Roy Environmental Fellowship (2002), Kennedy School of Government, Harvard University
» Academic Scholarship (2001-2003), Kennedy School of Government, Harvard University
» Certificate of Outstanding Service (1997), United States Peace Corps

PROFESSIONAL MEMBERSHIPS

» American Water Works Association - Rates and Charges Committee
» California Society of Municipal Finance Officers
STEVE GAGNON, PE
PROJECT MANAGER (MANAGER)

PROFILE: Mr. Gagnon has 18 years of experience in financial analysis and environmental engineering. He has worked for leading engineering consultants as well as the federal government. His broad range of experience includes water and wastewater pricing studies, capacity fees and utility valuations. His financial experience includes water and wastewater rate studies for the City of Redlands, CA, Santa Fe Springs, Henderson, NV, City of Anaheim, La Habra Heights County Water District, Rowland Water District, Walnut Valley Water District, Sweetwater Authority, Helix Water District and Otay Water District. He has also performed strategic financial analysis of water sourcing alternatives and costing of ground water remediation alternatives, asset inventory and condition assessments, utility performance metrics, earned value analysis. He has also managed the construction and installation of water treatment equipment and oversaw Superfund remediation for the US Army.

RELEVANT PROJECT EXPERIENCE
- City of Anaheim (CA) - Wastewater Rate Study
- Boxelder County (CO) - Stormwater Funding Research
- Blue Plains Wastewater Treatment Plant (DC) - Valuation Study
- Confidential Fortune 500 Aerospace Corporation (CA) - Strategic Remediation Financial Planning and Analysis
- City of Coronado (CA) - Wastewater Rate Study
- Earth Tech (CA) - Operation Excellence Plan
- Fallbrook Public Utility District (CA) - Water Conservation Based Sewer Rates
- City of Fullerton (CA) - Sewer Fee Assessment
- Helix Water District (CA) - Conservation Based Water Rates; Capacity Fee Study
- Julian and Pine Valley Sanitation Districts (CA) - Wastewater Rate Study
- Keweenaw National Historical Park, National Park Service (MI) - Business Plan
- City of La Habra (CA) - Sewer Rate Study and Long-Range Financial Plan
- La Habra Heights County Water District (CA) - Water User Rate Study and Long-Range Financial Plan
- City of Lemon Grove (CA) - Wastewater Rate Study
- Marine Corps Base Camp Pendleton (CA) - Utility Privatization
- Metro Wastewater Joint Powers Authority (CA) - Valuation of Treatment Capacity
- City of Norman (OK) - Stormwater Rate Study
- Olivenhain Municipal Water District (CA) - Drought Water Rates; Wastewater Rate Update; Capacity and Annexation Fee Update; Long-Term Water Planning Financial Model; Water Supply Cost Benefit Analysis
- Otay Water District (CA) - Capacity Fees Update; Water Rate Structure Update and Drought Phasing Plan; Performance Metrics
- City of Pico Rivera (CA) - Valuation of Groundwater Pumping Rights
- City of Poway (CA) - Water and Wastewater Rate Models
- Town of Quartzsite (AZ) - Third Party Rate Review
- Rainbow Municipal Water District (CA) - Water Conservation Based Sewer Rates
- Rowland Water District (CA) - Water Rate Study
- County of San Diego (CA) - Sewer Utility Rate Study
- Sweetwater Authority (CA) - Water Rate Study
- Walnut Valley Water District (CA) - Water Rate Study
- City of Webster (TX) - Stormwater Rate Study
- Western Municipal Water District (CA) – Long-Range Financial Plan

PROFESSIONAL HISTORY
- Raftelis Financial Consultants, Inc.: Manager (2017-present); Senior Consultant (2014-2016)
- APTwater, Inc. (Now Ultura): Project Manager (2011-2014)
- Geophex, Limited: Graduate Research Assistant (1994)

EDUCATION
- Master of Business Administration - University of Southern California (2001)
- Master of Science in Environmental Engineering - University of Massachusetts (1995)
- Bachelor of Science in Civil Engineering - University of Massachusetts (1994)

PROFESSIONAL MEMBERSHIP
- American Water Works Association
Ms. Phan has served as Lead Consultant or Deputy Project Manager on numerous water and wastewater studies including rate, cost of service, reserve policy, financial planning, connection fee, conservation rate, and water budget rate studies. Her specific experience includes projects for the following utilities in California: Alameda County Water District, El Toro Water District, Elsinore Valley Municipal Water District, Mesa Consolidated Water District, Mojave Water Agency, Western Municipal Water District, Yorba Linda Water District, and the Cities of Camarillo, Glendora, Huntington Beach, Riverside, San Clemente, and Santa Cruz. She possesses strong analytical and management skills acquired from her background, education, and experience. Ms. Phan has advanced computer skills and is an excellent modeler. Ms. Phan also co-authored a chapter entitled, “Understanding Conservation and Efficiency Rate Structures,” for the Fourth Edition of the industry guidebook, Water and Wastewater Finance and Pricing: The Changing Landscape.

**RELEVANT PROJECT EXPERIENCE**

- Alameda County Water District (CA) – Financial Plan Study and Union Negotiation Analysis Study and Rate Study, Annual Financial Plan Updates and Other Analytical Support
- City of Camarillo (CA) – Water and Sewer Rate Study and Rate Update Study
- Cucamonga Valley Water District (CA) – Water Financial Plan and Water Budget Rate Study
- East Orange County Water District (CA) – Water Budget Rate Study, Cost of Service Study, Sewer Capacity Fees Study
- El Toro Water District (CA) – Cost of Service Study, Capital Facility Fees Study, Water Budget Rate Study and Recycled Water Financial Plan Study & Annual Rate Updates
- Elsinore Valley Municipal Water District (CA) – Financial Plan Study, Water and Recycled Water Rate Study and Rate Update Study
- Fallbrook Public Utility District (CA) – Water, Recycled Water and Wastewater Rate Study
- City of Huntington Beach (CA) – Water Budget Rate Study
- Las Virgenes Municipal Water District (CA) - Water, Recycled Water and Wastewater Rate Study
- Long Beach Water Department (CA) - Water, Recycled Water and Wastewater Rate Study
- Mesa Water District (CA) – Financial Plan Study and Updates
- Metropolitan Water District of Southern California (CA) - Cost of Service Study and Rate Study Training Session
- Rancho California Water District (CA) – Water Budget Rate Study, Water Demand Offset Fees Study, Capacity Fees Study
- City of San Clemente (CA) – Water, Wastewater and Recycled Water Financial Plan Study and Rate Update
- San Gabriel County Water District (CA) – Water Financial Plan and Rate Study
- City of San Juan Capistrano (CA) - Water, Recycled Water and Wastewater Rate Study
- Scotts Valley Water District (CA) – Water & Recycled Water Rate Study
- City of Thousand Oaks (CA) – Water and Wastewater Financial Plan and Rate Study
- Trabuco Canyon Water District (CA) – Water, Recycled Water and Wastewater Rate Study
- Western Municipal Water District (CA) – Financial Plan Model, Financial Plan Updates, Water, RW and WW Capacity Fees Study
- Yorba Linda Water District (CA) – Water and Sewer Rate Study and Annual Financial Plan Updates

**KEVIN KOSTIUK, AKBAR ALIKHAN, MAGU DIAGNE, PE, CORRINE SCHRALL, & VICTOR SMITH**

**PROFESSIONAL HISTORY**

- Raftelis Financial Consultants, Inc.: Senior Consultant (2008-present)
- Avery Dennison: Research Chemist (2004-2008)

**EDUCATION**

- Master of Business Administration in Finance - California State University, Los Angeles (2007)
- Bachelor of Science in Chemical Engineering - University of California, Berkeley (2003)

This project will be supported by several consultants from RFC’s California offices. These consultants are extremely skilled and experienced in water, wastewater, and recycled water rate consulting for California utilities. Mr. Kostiuk has 10 years of financial experience; Mr. Alikhan has 7 years of experience in and for the public sector; Mr. Diagne has 11 years of financial and engineering consulting experience; Ms. Schrall has 12 years of varying experience; and Mr. Smith has 3 years of utility financial consulting experience. In addition, the District will have the support of all of RFC’s consultants in our California offices to provide support as necessary.
WORK PLAN

This section details the scope of services to be completed as components of the study, including detail on the number and type of meetings and deliverables required for each task.

TASK 1: PROJECT INITIATION AND ONGOING PROJECT MANAGEMENT

TASK 1.1: PROJECT INITIATION & KICK-OFF FRAMEWORK DEVELOPMENT WORKSHOP
As the first step in project initiation, RFC will communicate and work with District staff to collect, research, and review relevant data for the study, including but not limited to: current rates, current and projected water demands, current reserve policies, budgeted documents for revenues and expenses, long-term capital replacement program and infrastructure development, and the current and projected water supply portfolio and associated costs.

During the on-site kick-off framework development workshop, RFC will discuss the District’s current challenges, project goals and expectations, and other important issues to ensure agreement among project participants. RFC will work closely with District staff to discuss and develop the framework of the study including, but not limited to: reserve policies, water sales and revenue targets, capital improvement plan (CIP) and debt financing options, and rate design to achieve the District’s goals and objectives.

TASK 1.2: ONGOING PROJECT MANAGEMENT
Consistent and competent project management is required to ensure project success and adherence to timelines and budgets. This task involves multiple interrelated work efforts that will require effective coordination between District staff, the RFC Project Team, and Board of Directors. Our management approach stresses communication, teamwork, objectivity, and accountability for meeting project objectives. Management responsibilities extend to general administrative duties such as client correspondence, billing, project documentation and administration of the study control plan. RFC’s Project Team has specifically-designated roles to ensure quality assurance. Specific responsibilities include reviewing work for consistency, accuracy, and validity, and ensuring that the COS analysis is developed based on sound ratemaking principles and standard industry practices. RFC will provide periodic updates as requested to detail tasks accomplished, identify problems along with potential solutions, and measure progress against project milestones.

Throughout the process, RFC will hold webinars with District staff to review the model and assumptions, and generate specific outputs requested by the District for public meetings.

**Meeting(s)/Conference(s):** One on-site kick-off framework development workshop with District staff
**Deliverable(s):** Data request list and review of provided data and presentation materials for the workshop in Microsoft PowerPoint

TASK 2: PRICING OBJECTIVES WORKSHOP (OPTIONAL)
As an optional component of the study, RFC can conduct a pricing objectives exercise to assist District staff, Board of Directors, and/or other key stakeholders in ensuring that the proposed rates harmonize with the strategic goals and messaging of the District, to meet both short-term and long-term needs. This process provides a forum for acceptance and buy-in of the results of the study. A partial list of pricing objectives includes:

- **Revenue Sufficiency and Stability** - Rates should generate revenues sufficient to meet revenue requirements despite fluctuations in flows, usage, variability in treatment costs, loadings, etc.
- **Conservation** - Rates should be designed to send a signal for water use efficiency.
- **Simplicity and Ease of Implementation** - Rates should be readily understandable by customers and able to be implemented using existing staff and the existing billing and collection infrastructure with only minor modifications.
- **Rate Stability** - Rate structure should minimize dramatic rate increases or decreases over the planning period.

RFC will provide a comprehensive list of pricing objectives to be prioritized by the District staff and/or District Board. Using these objectives, RFC will develop several alternative rate structures that conform to the District’s goals and priorities (specifically, alternatives will involve different fixed and variable revenue structures). RFC will review these alternatives and identify the scenarios that should be considered for evaluation based on the pricing objectives, and the potential benefits and drawbacks of each alternative.

**Meeting(s)/Conference(s):** One optional on-site pricing objectives workshop with District staff and Board of Directors
**Deliverable(s):** Pricing objectives scorecard, and rankings of rate alternatives based on District priorities and presentation material for the workshop
TASK 3: DEVELOPMENT OF REVENUE AND REVENUE REQUIREMENTS

TASK 3.1: FINANCIAL PLAN MODEL DEVELOPMENT

To develop a comprehensive financial planning model for the District, RFC will develop a forecast of water revenue requirements over the planning horizon. The model will take into consideration estimates of operating and non-operating revenues, projections of operations and maintenance (O&M) expenses, long-term capital replacement program, and infrastructure development. These projections are based on historical results and current economic trends such as the Consumer Price Index (CPI), construction cost indices provided by *Engineering News Record* (ENR), price elasticity of demand assumptions, and other inflation factors. RFC will develop an appropriate allocation of operating and overhead costs among the potable water and recycled water services based on the District’s budgeted revenues and expenditures for the two enterprises.

Using the projections and calculations for revenue and expenses over the study time horizon, RFC will then develop a long-term Financial Plan Model (FPM), including a comprehensive cash flow pro forma sheet and any necessary revenue adjustments. RFC will also review reserves policies to recommend appropriate reserves balances (operating, capital, rate stabilization, etc.) consistent with industry standards and the District’s priorities. The financial plans will be presented in an easy-to-understand format on an interactive dashboard which shows the impacts of various scenarios so that decisions can all be made quickly and efficiently.

Several features of the FPM include:
- Inputs for key variables (item #1 in dashboard shown here) including revenue adjustments, drought revenue requirement (item #2), water demand scenario (item #3), selections for capital program scenarios (item #4), and funding sources
- Graphical presentations of projected operating costs and revenue streams, reserve balances and target levels according to District policies, different funding sources of CIP (PAYGO or debt financed) with flagging features for insufficiency and errors within the model (items A-D in dashboard below)
- Numerical results summarized in Pro forma format

The dashboard is the graphical interface which displays the model’s results in an easily understandable format. As denoted with corresponding letters in the figure below, the dashboard contains several features, including the ability to show or indicate:

- A. Revenue adjustments required for the next five (or more) years in order to meet debt coverage and target reserve balance(s) (blue bars in the Revenue Adjustments and Debt Coverage chart)
- B. Projected operating costs and revenue streams (shown in the Water Operating Financial Plan chart)
- C. Different funding sources of CIP, PAYGO, or debt financed (shown in the CIP and Funding Sources for Water Funds chart)
- D. Reserve balances and target levels according to District policies (shown in the Projected Ending Fund Balances) with flagging features when projected balances fall below target levels

**TASK 3.2: FINANCIAL PLAN WORKSHOP WEBINAR WITH DISTRICT STAFF**

Following the completion of the FPM, RFC will hold a web-based financial plan workshop with District staff to review the assumptions made, assess the model results, and determine an sustainable financial planning scenario to be used for the rate determination.

**Meeting(s)/Conference(s):** One financial plan workshop webinar with District staff

**Deliverable(s):** FPM in Microsoft Excel and presentation materials for the workshop webinar

**TASK 4: COST OF SERVICE ANALYSIS**

The cost of service study will be per-
formed based on industry standards and methodologies approved by the AWWA in the M1 Manual and the State Water Resources Control Board (SWRCB), while ensuring compliance with Proposition 218 and Proposition 26. The cost of service allocations will focus on appropriate service functions, allocating the cost of service (revenue requirements) to the service functions, determining how those services are used by each customer class, and developing the cost allocation components of the models. Cost allocations among customer classes for the water and recycled water enterprises will be based on the cost of providing service.

Throughout the cost allocation process, RFC will comply with District policy considerations, procedures, and currently known federal, state, and local rules, regulations, and guidelines.

**TASK 4.1: REVIEW USAGE PATTERNS AND RECOMMEND CUSTOMER CLASSIFICATIONS**

RFC will review and analyze historical water consumption, revenue records, and billing summaries to determine water usage and peaking characteristics by customer class or subclass. This analysis will be based on billing summary data, other available data, and RFC’s experience with other utilities exhibiting similar usage characteristics and patterns. It will provide the basis for equitable cost allocations to each customer class or subclass.

**TASK 4.2: ALLOCATE FUNCTIONAL COSTS TO COST CAUSATION CATEGORIES**

The next step is to organize the costs of service to the various functions, and then to allocate the functionalized costs to the cost causation components that constitute the different types of service the District provides. Functional cost components for water will include base commodity costs, extra capacity costs, private fire protection costs, customer service and other indirect costs. These will represent the revenue requirements from these cost causation components to be met from charges and fees over the study period.

**TASK 4.3: ALLOCATE COST CAUSATION COMPONENTS TO CUSTOMER CLASSES**

Next, the costs associated with the cost causation components will be allocated to the various customer classifications based on the relative responsibility of each classification for service provided. Costs will be allocated based on the determination of units of service for each customer classification and the application of unit costs of service to the respective units.

- **Meeting(s)/Conference(s):** None
- **Deliverable(s):** Cost of service analysis for water and recycled water services as part of Excel-based rate model

**TASK 5: RATE DESIGN AND WATER RATE MODEL DEVELOPMENT**

**TASK 5.1: WATER RATE MODEL DEVELOPMENT**

After conducting the cost allocation analysis, RFC will develop an Excel-based water rate model to calculate water and recycled water rates under different fixed and variable rate revenue components. The model will allow for sensitivity analysis under various assumptions, and for comparison of the proposed rates with the current baseline rate structure.

RFC recognizes that rate-making must be technically sound while also accounting for the unique characteristics of the agency, so we will work within industry guidelines as well as federal, state, and local rules and regulations (particularly Proposition 218 requirements) to meet the strategic financial objectives of the District. The District intends to retain its current uniform service charge for all customer classes, so the analysis will provide the average cost of providing each unit of water and recycled water service. To help communicate with customers about the drivers and rationale behind the proposed rates, our analysis will identify the various components of rates, including supply costs, system delivery and peaking costs, conservation costs, and alternate supply costs.

Customer impact analyses are also included as standard features of the rate model. The impact analysis is a useful tool for measuring a rate structure’s effect on customer bills, particularly during the community outreach stage of an upcoming rate adjustment. RFC will determine the potential financial impacts on customers with average water consumption, customers who use half the average, and customers who use twice the average for each rate structure included in the analysis. The model will include a series of tables and figures that show projected rate impacts on different types of customers at different levels of usage. As standard features, the model will include a summary of financial impacts on customers resulting from the proposed rate structure.

**Sample SFR Bills impacts at Various Usage Levels (Figure 2 on the following page)**

A graphical representation of how the proposed rate structure will impact typical residential customers’ bills at various usage levels. The model allows users to select a meter size and show how bills are affected at different usage levels. This tool has proven particularly useful for public outreach campaigns and during the Proposition 218 process.

**Overall Customer Impact (Figure 3 on the following page)**

A summary of how customers will see changes in their bills if the proposed rate structure is adopted. For example, approximately 74% (26% + 48%) of the residential customers will see minor increases of less than $10 in their monthly water bills. Approximately 4% of the res-
idential customers will see no change or some reduction in the monthly bills.

**TASK 5.2: WATER RATE SURVEY**

As part of this task, RFC will conduct a water rate survey to compare monthly water bills of average single-family residential Mesa Water District customers with bills using applicable Orange County water agencies water rates. While a useful benchmark, it is worth noting that such comparisons only paint a partial picture since many factors, such as topography and water sources, affect the total cost of providing water services. RFC also publishes the nationally recognized biennial Water and Wastewater Rate Survey, which is co-published by the CA-NV AWWA. Using the rate survey data, RFC will develop an Excel module to compare the total monthly water bill amount of a typical residential customer within each agency. The adjustable inputs of the module include water usage and meter size.

**TASK 5.3: RATE DESIGN WORKSHOP AND MODEL TRAINING WITH DISTRICT STAFF**

Following the completion of the model, RFC will conduct a half-day rate design workshop and model training with District staff to develop different rate scenarios. The goal of this workshop is to identify the rates that will be presented to the District Board of Directors. RFC will incorporate changes and suggestions from staff into the analysis prior to presenting the final results at a subsequent workshop with the Board. RFC will involve District staff in developing and understanding the model from the beginning of the project, a process which will culminate in this comprehensive training session. The training also includes some hands-on exercises on how to use and update the model.

**Meeting(s)/Conference(s):** Up to two web meetings to review rate model as needed; one on-site training session with District staff focused on use and application of the model

**Deliverable(s):** Water and recycled water rate model in Microsoft Excel and water rate survey module and presentation materials for the workshop in Microsoft PowerPoint

**TASK 6: REPORT DEVELOPMENT AND BOARD WORKSHOPS**

**TASK 6.1: ADMINISTRATIVE DRAFT REPORT AND RATE DESIGN WORKSHOP WITH BOARD**

Following the rate design workshop and training session with District staff (Task
5.3), RFC will compile an Administrative draft report to be submitted electronically to District staff. This report will provide a list of assumptions and five-year projections of revenue and expenses, itemized to District specifications. The Administrative draft report will also detail the proposed water rate structures (including the current rate structure) with various constructions of fixed and variable revenue components.

RFC will conduct up to two public rate design workshops with the District Board. Steve Gagnon, our Project Manager and primary point of contact, will present the results of the financial plan and proposed rates, and discuss the benefits and challenges associated with each proposed rate alternative. The presentation will summarize the evaluated policy options, the methodology and approach used for the analyses, and modeling results and recommendations on water and recycled water rates.

**TASK 6.2. DRAFT REPORT & BOARD MEETINGS**

The next stage of the reporting process will occur following the rate design workshop with District Board (Task 6.1). The process for developing the financial plan along with preliminary rate recommendations will be described in a draft report of findings and recommendations. This draft report will be submitted after the rate design workshop with the District Board of Directors, and will incorporate their input into the results. This report will also contain all necessary graphs, tables, and appendices to facilitate full understanding of the cost of service analysis and rate-making methodology. RFC will participate in up to two Board Meetings to finalize report.

**TASK 6.3: FINAL REPORT**

After the draft report is reviewed by District staff and the Board of Directors, RFC will complete the final report, which will serve as the primary administrative record for this Study to ensure that the study includes a thorough administrative record, the final report will include an exhibit listing all rate design assumptions and methodologies used to develop the financial plan and rates. Comments from District staff will be incorporated into the Final Report and the model will be refined to reflect appropriate issues or concerns raised. The report will be submitted to the District and will include appropriate supporting data from the model to address the requirements of Proposition 218.

It has become increasingly important to justify the assumptions and rationale used to conduct the COS analysis and rate design, so that the administrative record is complete and can withstand public and legal scrutiny. RFC intends to work closely with the District’s legal staff to coordinate the preparation of all reports. This will help to ensure quality, comprehensibility, and regulatory compliance in all aspects of the administrative record.

**Meeting(s)/Conference(s):** Up to two public rate design workshops to present and discuss administrative draft report; up to two meetings with Board of Directors to finalize report  
**Deliverable(s):** Electronic format administrative draft report; electronic format and 10 copies of both draft report and final report and presentation materials for the Board workshops and meetings in Microsoft PowerPoint

**TASK 7: RATE ADOPTION, PROPOSITION 218 NOTICE, AND PUBLIC HEARING**

Once the proposed rates and Final Report are finalized and approved by District staff and the Board of Directors, RFC will assist in drafting the Proposition 218 notice for the District to mail within the required 45-day noticing period prior to holding the Public Hearing. The notice will outline the proposed rate changes and explain the right to challenge the rates, in compliance with all noticing requirements of Proposition 218. RFC will be available to the District for guidance on preparing for the public outreach process. Finally, RFC will be present the results of the Study and the recommended rates at the Public Hearing and will be available to answer any questions.

**Meeting(s)/Conference(s):** One on-site Public Hearing; up to two web meetings regarding Proposition 218 considerations  
**Deliverable(s):** Draft Proposition 218 notice; presentation materials for Public Hearing

**TASK 8: PUBLIC OUTREACH WORKSHOP (OPTIONAL)**

As an optional task, RFC can allow time to prepare presentation materials and participate with District staff in one workshop with stakeholders to present and explain the proposed rate changes. Additional meetings can be accommodated as needed at an equivalent cost.

**Meeting(s)/Conference(s):** One workshop with District staff and stakeholders; additional meetings as needed  
**Deliverable(s):** Presentation materials for Public Outreach Workshop
We expect to complete the full scope of services outlined in this proposal over a period of seven months. Project completion, including 45-day Proposition 218 noticing period and public hearing, is estimated for December 2017.

RFC proposes to complete the scope of work outlined in our proposal on a time-and-materials basis with a not-to-exceed cost of $45,192 including related expenses. The following table provides a breakdown of the estimated level of effort required for completing each task described and the hourly billing rates for the personnel scheduled to complete the project along with optional tasks. Expenses include costs associated with travel, and a $10 per hour technology charge covering computers, networks, telephones, postage, etc.
ACCEPTANCE

CONSULTANT’s Name: Raftelis Financial Consultants, Inc.

Address: 445 S. Figueroa Street, Suite 2270
Los Angeles, CA 90071

Telephone: 213.262.9300

Fax: 213.262.9303

Subject: Request for Proposal for Water and Recycled Water Cost Of Service and Rate Design

By my signature below, I, on behalf of the CONSULTANT named above, acknowledge that I have read and understand the subject Request for Proposal (RFP) and all its attachments. I further acknowledge that, by submission of a proposal in response to the subject RFP, the CONSULTANT named above accepts all the terms and conditions set forth in the subject RFP and its attachments, including, but not limited to, the Sample Contract, its insurance and indemnification clauses, and all other terms and conditions set forth therein.

ACCEPTED:

CONSULTANT

Signature

Sanjay Gaur
Vice President

Name (please print)

Title

May 5, 2017
Date
MEMORANDUM

TO: Board of Directors
FROM: Paul E. Shoenberger, P.E., General Manager
DATE: June 8, 2017
SUBJECT: Independent Special Districts of Orange County Proposed Amended and Restated Bylaws

RECOMMENDATION

Approve support of the Independent Special Districts of Orange County Proposed Amended and Restated Bylaws; and authorize President Ethan Temianka to cast the District’s vote on the official ballot.

The Executive Committee reviewed this item at its June 6, 2017 meeting and recommends Board approval.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #2: Practice perpetual infrastructure renewal and improvement.
Goal #3: Be financially responsible and transparent.
Goal #4: Increase public awareness about Mesa Water® and about water.
Goal #5: Attract and retain skilled employees.
Goal #6: Provide outstanding customer service.
Goal #7: Actively participate in regional water issues.

PRIOR BOARD ACTION/DISCUSSION

At its May 18, 2017 meeting, the Board of Directors approved the Fiscal Year 2018 Budget and confirmed the District Memberships.

DISCUSSION

The Independent Special Districts of Orange County (ISDOC) is conducting a vote of the regular special district members on proposed changes to the Bylaws. The primary purpose to the bylaw amendments is to add language pursuant to State requirements and to protect the liability of ISDOC members. The ISDOC Executive Committee discussed the amendments at its February, March, April, and May meetings, unanimously approved the revisions, and authorized a vote of the membership.

The proposed amendments are as follows:

1. Addition to Section II of Article 1
   This Organization will not engage in activities for the pecuniary gain or profit of the members.

2. Addition of Section IV to Article I
   This new section specifies that the Independent Special Districts of Orange County is an unincorporated association.
3. Addition of Section V to Article I
This new section specifies that association members may assume responsibilities for certain association duties, but that they will not be compensated or assumes any obligations.

4. Addition of Section VI to Article II
This new section specifies that ISDOC’s limitation is to only engage in activities and exercise its authority for the furtherance of the organization’s purpose.

5. Addition of Section VI to Article III
This new section specifies that member agencies will not be liable for the obligations, debts or liabilities of the association unless they have expressly assumed such liability in writing. Further, no member will have the authority to enter into any obligation, debt or liability on behalf of the association unless first approved in by the Board of Directors.

6. Addition to Section III of Article III
Secretary: All official correspondence to the members will be approved in advance by the President or the President’s designee.

Attached is the ISDOC correspondence, their Amended and Restated Bylaws, and an official ballot. Each regular member in good standing is entitled to one vote. The ballot must be signed by the presiding officer of the special district or an alternate designated by official action of the district. Ballots must be received by 5:00 p.m. on Tuesday, June 27, 2017; the results will be announced on Thursday, June 29, 2017 at the ISDOC Quarterly Luncheon.

Staff recommends that the Board of Directors approve support of the Independent Special Districts of Orange County Proposed Amended and Restated Bylaws and authorize President Ethan Temianka to cast the District’s vote on the official ballot.

FINANCIAL IMPACT

In Fiscal Year 2018, $200 is budgeted for ISDOC membership under the District Memberships account.

ATTACHMENTS

Attachment A: ISDOC Proposed Amended and Restated Bylaws Correspondence and Ballot
DATE: May 16, 2017

TO: ISDOC Members

FROM: James R. Fisler, President, ISDOC Executive Committee

SUBJECT: Proposed Amendments to ISDOC Bylaws

ISDOC is conducting a vote of regular special district members on proposed changes to the bylaws. The primary purpose to the bylaw amendments is to add language pursuant to State requirements and to protect the liability of ISDOC members. They were discussed at the February, March, April and May Executive Committee meetings. Upon a motion and a second, the Executive Committee has unanimously approved the revisions and authorized a vote of the membership.

A ballot has been included with this memo, as well as a copy of the proposed amended bylaws. Each regular member in good standing is entitled to one vote. **The ballot must be signed by the presiding officer of the special district or an alternate designated by official action of the district. Ballots must be received by 5:00 p.m. on Tuesday, June 27, 2017; the results will be announced on Thursday, June 29, 2017 at the ISDOC Quarterly Luncheon.**

The proposed amendments are as follows:

1. **Addition to Section II of Article I**
   This Organization will not engage in activities for the pecuniary gain or profit of the members.

2. **Addition of Section IV to Article I**
   This new section specifies that the Independent Special Districts of Orange County is an unincorporated association.

3. **Addition of Section V to Article I**
   This new section specifies that association members may assume responsibilities for certain association duties, but that they will not be compensated or assume any obligations.
4. Addition of Section VI to Article II  
This new section specifies that ISDOC’s limitation is to only engage in activities and exercise its authority for the furtherance of the organization’s purpose.

5. Addition of Section VI to Article III  
This new section specifies that member agencies will not be liable for the obligations, debts or liabilities of the association unless they have expressly assumed such liability in writing. Further, no member will have the authority to enter into any obligation, debt or liability on behalf of the association unless first approved in by the Board of Directors.

6. Addition to Section III of Article III  
Secretary: All official correspondence to the members will be approved in advance by the President or the President’s designee.

Thank you in advance for your consideration of this matter.

Sincerely,

James R. Fisler, President  
ISDOC Executive Committee
INDEPENDENT SPECIAL DISTRICTS
OF
ORANGE COUNTY

AMENDED AND RESTATED BYLAWS
INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY

BYLAWS

ARTICLE I  GENERAL

SECTION I.  NAME

The name of the organization shall be INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY, herein referred to as the Organization.

SECTION II.  PURPOSE

The purpose of the Organization is to advance the interests of Orange County special districts through its advocacy of sound public policy, its facilitation of educational opportunities to enhance special district governance and the services provided, and its collaboration with others to elevate awareness of the role special districts play as the form of government closest and most directly accountable to the people. The purpose of the Organization shall not include any duties or responsibilities held by the Orange County Special Districts Selection Committee, which is a separate and unrelated entity from the Organization. Furthermore, these Bylaws shall have no effect on, and are independent and distinct from, the Bylaws of the Orange County Special District Selection Committee. This Organization will not engage in activities for the pecuniary gain or profit of the members.

SECTION III.  ADMINISTRATIVE OFFICE

The administrative office for the transaction of the business of the Organization is located at the Municipal Water District of Orange County. All official documents (agendas, minutes, voted ballots, voting authorization and financial records) of the Organization shall be maintained and stored at the administrative office. The Board of Directors is granted full power and authority to change the administrative office from one location to any place within the County of Orange, State of California, and such change shall not be considered an amendment of these bylaws.
SECTION IV. UNINCORPORATED ASSOCIATION

The Organization is an unincorporated association within the meaning of Part 1 of Title 3 of the California Corporations Code and shall have all of the powers and authority of an unincorporated association as set forth therein.

SECTION V. ADMINISTRATIVE SERVICES

One or more members may agree to provide administrative services on behalf of Organization, but except as expressly set forth in writing, such member or members will not be entitled to compensation for such services, nor will such member or members be deemed to have assumed any obligation of the Organization.

SECTION VI. LIMITATION

Notwithstanding any of powers enumerated herein or in the California Corporations Code, this Organization shall not, except to an insubstantial degree engage in any activities or exercise any powers that are not in furtherance of the specific purpose of this organization as set forth in Section II.

ARTICLE II MEMBERSHIP

SECTION I. QUALIFICATION FOR MEMBERSHIP

A. There shall be two categories of membership in the Organization:

1. REGULAR MEMBERS: Shall be INDEPENDENT SPECIAL DISTRICTS that are public agencies within the County of Orange, State of California, for the local performance of governmental proprietary functions within limited boundaries, governed by a publicly elected Board of Directors or those officials appointed, in whole or in part, by another governmental body. Independent
Special Districts do not include the State, the county, cities, or school districts.

Independent Special Districts shall be further defined in accordance with California Government Code Section 56044: "Independent district" or "independent special district" includes any special district having a legislative body all of whose members are elected by registered voters or landowners within the district, or whose members are appointed to fixed terms, and excludes any special district having a legislative body consisting, in whole or in part, of ex officio members who are officers of a county or another local agency or who are appointees of those officers other than those who are appointed to fixed terms. "Independent special district" does not include any district excluded from the definition of district contained in Sections 56036 and 56036.6.

2. ASSOCIATE MEMBERS: Shall be those persons, organizations, or governmental entities that have evidenced interest in the purposes and goals of the Organization, but are not Independent Special Districts. Officers or members of an Independent Special District are ineligible to be an Associate Member.

B. APPROVAL OF MEMBERSHIP: The Executive Committee shall review and approve all applications for membership, provided that the applicant meets the established membership criteria.

SECTION II. VOTING RIGHTS

A. Each Regular Member district, in good standing, shall be entitled to one vote on all matters brought before the membership for a vote. The presiding officer of the governing body of each Regular Member district shall be recognized by the Organization as the voting representative for his/her district. Each district shall designate in writing and submit to the Organization's Secretary one alternate governing board member who shall have the right to vote in the absence of the presiding officer.

B. The Executive Committee may, at its discretion, authorize the voting upon any issue by written ballot which shall be sent via U.S. mail
and email to each Regular Member district or by electronic
distribution/email. Such authorization shall specify the time, date and
method by which the completed written ballots must be received by the
Organization.

C. A majority vote of all members present at a meeting or of all
written ballots received by the submission deadline shall be necessary to
carry any matter voted upon.

D. Associate Members shall not have the right to vote on any
matter before the Organization.

SECTION III. ANNUAL DUES

A. Annual dues shall be due and payable on or before the first
day of January of each year. New members shall pay their annual dues
at the time they are approved for membership in the Organization. New
member dues for the initial year shall not be pro-rated.

B. The dues of the Organization shall be reviewed and set by the
Executive Committee for Regular Members and Associate Members.
Associate Member dues need not be the same as dues for Regular
Members. A minimum of two months' notice of changes in dues will be
provided to the membership.

C. No assessments, other than annual dues, shall be levied on
the members of the association without an affirmative majority vote of the
membership.

SECTION IV. TERMINATION OF MEMBERSHIP

A. Any member in arrears in the payment of dues for a period of
thirty (30) days after said dues are due and payable shall be notified in
writing by the Treasurer of such arrearage, and, if such dues shall
continue unpaid for a period of another thirty (30) days, such member
shall automatically cease to be a member of the Organization.

B. Any member that voluntarily terminates membership in the
Organization shall not be eligible for a refund of membership dues or
other assessment already paid to the Organization.
SECTION V. REINSTATEMENT OF MEMBERSHIP

Regular and Associate memberships that were previously terminated may be reinstated after the Executive Committee receives a written petition for reinstatement and payment of the petitioners annual membership dues and other assessments for the current calendar year have been received by the Organization.

SECTION VI. LIABILITY OF MEMBERS; NO AUTHORITY

No member will be liable for the obligations, debts or liabilities of the Organization unless such member has expressly assumed such liability in writing. No member will have the authority to enter into any obligation, debt or liability on behalf of the Organization unless approved in by the Board of Directors.

ARTICLE III BOARD OF DIRECTORS

SECTION I. NUMBER AND TERM OF OFFICE

A. The Board of Directors shall consist of the presiding officer from each Regular Member district, in good standing. If the presiding officer is not present, then that district's alternate representative shall act in his/her stead.

B. The members of the Board of Directors shall serve until replaced by another governing board member as the presiding officer of his/her district. Any vacancy on the Board of Directors shall be filled by the new presiding officer of the District from which the vacancy occurred.

SECTION II. DUTIES OF THE BOARD OF DIRECTORS

A. The Board of Directors shall set policy for the Organization.

B. The Board of Directors shall elect, at or before its final meeting in even years, a President, a First Vice President, a Second Vice President, a Third Vice President, a Secretary, and a Treasurer, who shall serve for two-year terms.
C. These officers, along with the Immediate Past President, shall be designated as the Executive Committee.

D. The Executive Committee shall be elected following a notice of position availability and solicitation for nominations. At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed selected. If two or more candidates are nominated, the Secretary shall prepare and deliver one ballot and voting instructions to each eligible district. The ballot shall include the names of all nominees and the office for which each was nominated. Each presiding officer, or his or her alternate as designated by the governing body, shall return the ballot to the Secretary by the date specified in the voting instructions.

E. With the exception of the immediate past president, if a vacancy occurs on the Executive Committee, the Committee shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. A person appointed or elected to fill a vacancy shall hold office for the unexpired term of the former incumbent.

F. If the vacancy is in the offices of President or Vice President, the Executive Committee may, prior to an election to fill the vacancy, move current officers into vacant positions, and proceed then to fill the resulting vacant position in accordance with Section E above.

SECTION III OFFICERS AND DUTIES

A. The Executive Committee shall assist the Board of Directors in setting and implementing policy, and conducting the business of the Organization, as noted in the bylaws or approved at a General Membership Meeting or a Special Meeting of the membership. The members of the Executive Committee shall consist of:

1. PRESIDENT: The President shall be the chief executive officer of the Organization. The President shall preside at all meetings of the Board of Directors, the Executive Committee and the general membership.
The President shall appoint all committees.

The President shall represent the Organization as its official spokesperson and he/she shall also have the authority to delegate such responsibility, with approval of the Executive Committee.

The President shall be an ex-officio member of all Committees.

2. FIRST VICE PRESIDENT: The First Vice President, in the absence or disability of the President, shall perform all the duties of the President, and when so acting, he/she shall have the powers of and be subject to all the restrictions upon the President.

   The First Vice President shall be the Chair of the Program Committee.

3. SECOND VICE PRESIDENT: The Second Vice President, in the absence or disability of the President and First Vice President, shall perform all the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

   The Second Vice President shall be Chair of the Membership Committee.

4. THIRD VICE PRESIDENT: The Third Vice President, in the absence or disability of the President, First Vice President, and Second Vice President, shall perform all the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

   The Third Vice President shall be Chair of the Legislative Committee.

5. SECRETARY: The Secretary or his/her designee shall be responsible for all correspondence and the dissemination of information to members. All official correspondence to the
members will be approved in advance by the President or the
President’s designee.

6. TREASURER: The Treasurer shall maintain the complete
financial records and, establish and maintain bank accounts in
the name of the Organization, and pay all bills duly approved by
the Executive Committee in accordance with the yearly budget.

There shall be an annual audit of the books of the Treasurer
by a competent accountant or accounting agency, designated
by the Executive Committee, with a report to be presented to
the membership at the Organization’s next membership
meeting.

7. IMMEDIATE PAST PRESIDENT: The Immediate Past
President shall serve as a voting, ex-officio member of the
Executive Committee.

B. All officers of the Organization shall be elected or appointed
officials of a Regular Member district.

C. Officials who wish to seek election or appointment as an
officer of the Organization shall first secure from his/her district an official
endorsement of his/her candidacy in the form of a board resolution.

D. The Executive Committee may consider removing Officers
who miss three consecutive meetings. Prior to removing an Officer, the
Committee shall consider the reasons for absence and the potential for
continued absence. A unanimous vote of the Executive Committee shall
be required to remove an officer.

ARTICLE IV MEETINGS

SECTION I BOARD OF DIRECTORS

A. The Board of Directors shall meet quarterly or no less than
three times per calendar year. The last meeting of the calendar year shall
be designated as the ANNUAL MEETING of the Organization.
B. The Organization shall disseminate notices of Board Meetings at least thirty (30) days prior to the Meeting. Said notices shall be disseminated via email to all Regular and Associate Members. The Notice shall give the date, time, location and any action items for the meeting.

C. Special Meetings of the Board of Directors may be called at any time by the President, any ten (10) Members of the Board of Directors or by a majority of the Executive Committee. The Organization shall disseminate notices of the Special Meeting at least five (5) business days prior to the meeting. Said notice shall give the date, time, location, and the subject matter of the Special Meeting. Action may only be taken on matters listed on the Special Meeting notice.

D. All meetings of the Board of Directors shall be held in Orange County.

E. No action shall be taken unless a quorum has first been established. A quorum shall be established when the designated representatives of fifty percent (50%) of the Regular Members are present at a duly noticed Regular or Special Meeting of the Organization, or, if a vote has been authorized by written ballot, a quorum shall be established only when the designated representatives of fifty percent (50%) of the Regular Members have submitted a ballot in the manner and by the deadline authorized by the Executive Committee.

SECTION II. EXECUTIVE COMMITTEE

A. The Executive Committee shall meet monthly at the Municipal Water District of Orange County, at a time specified by the President and announced in the meeting notice. The monthly meeting may be cancelled by the President if he/she determines that there is not sufficient business to justify a meeting.

B. A Special Meeting of the Executive Committee may be called by the President or a majority of the Executive Committee, with five (5) business days advance notice given in writing via email by the Organization. Such notice shall state the date, time, location and agenda for the Special Meeting.
C. All meetings of the Executive Committee shall take place in Orange County.

D. A quorum shall be established by 50% of the then-filled Executive Committee.

ARTICLE V AMENDMENTS

These Bylaws may be amended by a majority of the Board of Directors present at a duly noticed membership meeting or, if a vote has been authorized by written ballot, by the combined majority vote of the designated representatives present and submitting a written ballot. All proposed amendments shall be disseminated via U.S. Mail and email to each Regular Member district no less than thirty (30) days prior to the membership meeting.

ARTICLE VI ENACTMENT OF AMENDMENTS

These Amended and Restated Bylaws are to take effect immediately upon approval of the Board of Directors.

ARTICLE VII PARLIAMENTARY AUTHORITY

All matters not covered under these Bylaws shall be governed by Roberts’ Rules of Order.
INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY

Amended and Restated Bylaws

The Question

Does your special district, as member in good standing, approve or disapprove of the amended and restated bylaws recommended by the Executive Committee on May 2, 2017.

CAST YOUR VOTE

Please cast your vote by checking the box, or printing the name, of the nominee for who you wish to vote.

_____ Yes, we approve the amended and restate ISDOC bylaws, as recommended by the Executive Committee

_____ No, we do not approve the proposed amended and restated bylaws

_____________________________________________________

DISTRICT NAME

_____________________________________________________

NAME AND TITLE OF VOTING DELEGATE*

_____________________________________________________

SIGNATURE OF VOTING REPRESENTATIVE

* If not the presiding officer, please provide written authorization documenting your ability to vote on behalf of your district.

Please send you completed and executed ballot to Laura Loewen at either:
- lloewen@mwdoc.com
- MWDOC, P.O. Box 20895, Fountain Valley, CA 92728

All ballots must be received no later than by 5 p.m., Tuesday, June 27, 2017.
TO: Board of Directors  
FROM: Denise Garcia, Administrative Services Manager  
DATE: June 8, 2017  
SUBJECT: Proclamation Honoring the Career of Coleen L. Monteleone

RECOMMENDATION

Approve a proclamation honoring Coleen L. Monteleone for her more than 32 years of dedicated and committed service to Mesa Water District.

STRATEGIC PLAN

Goal #5: Attract and retain skilled employees.

DISCUSSION

After more than 32 years of service to Mesa Water, Coleen L. Monteleone will be retiring on July 7, 2017. Ms. Monteleone began her career with the District in the Financial Services Department. In 1996, she was promoted to Administrative Services Manager overseeing support for the Board of Directors and General Manager. In 2015, her distinguished career culminated in being chosen as the District’s Assistant General Manager.

During her career she managed various departments including Administrative Services, Customer Services, Financial Services, Human Resources and Public Affairs and directed various business activities including conservation, information technology and records management.

On more than one occasion, Ms. Monteleone was named Interim General Manager by the Board of Directors to oversee the District. On July 10, 2007 she was presented with Resolution No. 1349, which recognized her leadership and loyalty. The Board also acknowledged that she set a standard of excellence in communication with the Board while successfully building employee trust and morale under challenging circumstances.

Ms. Monteleone was awarded Mesa Water’s Distinctive Service award in 1996 and the Karl Kemp Silver Lining award in 2016. She received the inaugural Staff Member of the Year award in 2012 from the California Special Districts Association.

FINANCIAL IMPACT

None.

ATTACHMENTS

Attachment A: Draft Proclamation
Mesa Water District Proclaims
A Day of Celebration to Honor Coleen L. Monteleone

Whereas, Ms. Monteleone began her career on February 25, 1985 in the Financial Services Department. For over three decades, she flourished and advanced and, in 1996, she was promoted to Administrative Services Manager overseeing support for the Board of Directors and General Manager. In 2015, her distinguished career culminated in being chosen as the District’s Assistant General Manager.

Whereas, During her career she managed various departments including Administrative Services, Customer Services, Financial Services, Human Resources and Public Affairs and directed various business activities including conservation, information technology and records management.

Whereas, On more than one occasion, Ms. Monteleone was named Interim General Manager by the Board of Directors to oversee the District. On July 10, 2007 she was presented with Resolution No. 1349, which recognized her leadership and loyalty and acknowledged that she set a standard of excellence in communication with the Board while successfully building employee trust and morale under challenging circumstances.

Whereas, Ms. Monteleone was awarded Mesa Water’s Distinctive Service award in 1996 and the Karl Kemp Silver Lining award in 2016. She received the inaugural Staff Member of the Year award in 2012 from the California Special Districts Association.

Whereas, Ms. Monteleone has been a consistent, strong and steadfast force at Mesa Water where she has made invaluable, lasting and positive contributions to guiding staff, leading the District through several organizational transitions, and playing a pivotal role in growing Mesa Water’s success to be the industry leader it is today.

Now Therefore, Be It Proclaimed that the Board of Directors of Mesa Water District hereby recognizes and honors Ms. Monteleone for her more than 32 years of dedicated and committed service to the District and wishes her the best as she begins her retirement.

Ethan Temianka, President

Jim Atkinson, Vice President
Fred R. Bockmiller, Jr., P.E., Director
Shawn Dewane, Director
James R. Fisler, Director

July 7, 2017
MEMORANDUM

TO: Board of Directors
FROM: Paul E. Shoenberger, P.E., General Manager
DATE: June 8, 2017
SUBJECT: 2017 Environmental, Health and Safety Program Audit

RECOMMENDATION

Receive the presentation.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #3: Be financially responsible and transparent.

DISCUSSION

In 2012, Mesa Water District (Mesa Water®) contracted with Environmental & Occupational Risk Management, Inc. (EORM), now BSI Group (BSI), to review Mesa Water’s existing Environmental, Health, and Safety Program (EHS Program) and to provide a gap analysis report. Based on that report, a scope of work was developed to enhance Mesa Water’s EHS policies and programs. Through a competitive bidding process, BSI was selected to evaluate and update 24 required programs and to provide onsite safety support to ensure proper training and program implementation.

EHS Audits were completed in 2014, 2015, and 2016 to measure the strength and progress of Mesa Water’s EHS program. The intent is to perform a similar review annually to allow for long-term monitoring of success and identification of challenges related to Mesa Water’s EHS Program. Mesa Water’s overall EHS Program score for FY 2017 is 92% - up three percentage points from last year and fifty-three percentage points from the 2012 baseline.

Mesa Water’s EHS Program was audited in April of 2017 and consisted of documentation review, interviews with employees, and field observations.

FINANCIAL IMPACT

$20,000 is budgeted for the EHS Audit in Fiscal Year 2017; no funds have been spent to date.

ATTACHMENTS

Attachment A: FY 2017 Environmental, Health and Safety Scorecard
Attachment B: Safety Program Progress Chart
<table>
<thead>
<tr>
<th>Key Element</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2012</td>
</tr>
<tr>
<td>Injury and Illness Prevention Program</td>
<td>50%</td>
</tr>
<tr>
<td>Confined Space Program</td>
<td>50%</td>
</tr>
<tr>
<td>Hazard Communication Program</td>
<td>0%</td>
</tr>
<tr>
<td>Emergency Action Plan</td>
<td>25%</td>
</tr>
<tr>
<td>Control of Hazardous Energy Procedure</td>
<td>0%</td>
</tr>
<tr>
<td>Arc Flash and Electrical Safety Program</td>
<td>0%</td>
</tr>
<tr>
<td>Accident Investigation</td>
<td>58%</td>
</tr>
<tr>
<td>Hazardous Waste and DOT Program</td>
<td>0%</td>
</tr>
<tr>
<td>Heat Illness Prevention Program</td>
<td>0%</td>
</tr>
<tr>
<td>Fall Protection Program</td>
<td>0%</td>
</tr>
<tr>
<td>Fire Prevention Plan</td>
<td>75%</td>
</tr>
<tr>
<td>Forklift Operations</td>
<td>83%</td>
</tr>
<tr>
<td>Overhead Crane Operations</td>
<td>67%</td>
</tr>
<tr>
<td>Slings and Hoisting Equipment</td>
<td>58%</td>
</tr>
<tr>
<td>Key Element</td>
<td>Score</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td></td>
<td>2012</td>
</tr>
<tr>
<td>Bloodborne Pathogens Procedure</td>
<td>0%</td>
</tr>
<tr>
<td>Alcohol and Controlled Substances</td>
<td>100%</td>
</tr>
<tr>
<td>Program</td>
<td></td>
</tr>
<tr>
<td>Asbestos Containing Materials Program</td>
<td>75%</td>
</tr>
<tr>
<td>Excavation and Trench Safety Program</td>
<td>67%</td>
</tr>
<tr>
<td>Personal Protective Equipment Program</td>
<td>42%</td>
</tr>
<tr>
<td>Physical Inspections of Facilities</td>
<td>75%</td>
</tr>
<tr>
<td>and Grounds Program</td>
<td></td>
</tr>
<tr>
<td>Respiratory Protection Program</td>
<td>50%</td>
</tr>
<tr>
<td>Hearing Conservation Program</td>
<td>50%</td>
</tr>
<tr>
<td>HMBP</td>
<td>42%</td>
</tr>
<tr>
<td>SPCC</td>
<td>0%</td>
</tr>
<tr>
<td>Overall Score</td>
<td>39%</td>
</tr>
</tbody>
</table>

Scoring:
0 – Not Present
1 – Present but needs major revisions – does not meet the regulatory requirements
2 – Present but needs minor changes or improvements
3 – Excellent, requires routine work to support

Note: Scoring is weighted, written program and training each account for 25% of the overall score, execution of procedures in routine operations are worth 50% of the overall score.
The Road to Excellence

2012 39%

Present but needs major changes or improvement – does not meet the regulatory requirements

2014 77%

Present but needs minor changes or improvements

2015 87%

2016 89%

2017 92%

Excellent, requires routine work to support
TO: Board of Directors
FROM: Coleen L. Monteleone, Assistant General Manager
DATE: June 8, 2017
SUBJECT: Pension Rate Stabilization Fund

RECOMMENDATION

Recommend that the Board of Directors:

a. Adopt Resolution No. 1499 – Adoption of the Public Agencies Post-Employment Benefits Trust Administered by Public Agency Retirement Services (PARS);

b. Appoint the District Treasurer as Mesa Water’s Plan Administrator;

c. Authorize the Plan Administrator to execute an Agreement for Administrative Services and other documents necessary to implement and administer the Public Agencies Post-Employment Benefits Trust (Program); and

d. Authorize the Plan Administrator to move assets currently in the Public Agencies Post-Retirement Health Care Plan Trust to the Other Post-Employment Benefits (OPEB) Account established in the name of the Mesa Water District under the Public Agencies Post-Employment Benefits Trust.

STRATEGIC PLAN

Goal #3: Be financially responsible and transparent.

PRIOR BOARD ACTION/DISCUSSION

At the April 10, 2014 Board Committee meeting, through a competitive selection process the Board of Directors (Board) of Mesa Water District (Mesa Water®) approved the selection of PARS as a third party Other Post-Employment Benefits Trust (OPEB) provider and approved annual contributions of $250,000 over the next four years to fund the trust.

At the June 16, 2014 Finance Committee meeting, the Committee affirmed prior Board action to invest $250,000 as the initial OPEB Trust contribution and directed staff to invest this amount over a period of time by contribution $150,000 prior to June 30, 2014 and the remaining $100,000 within the succeeding three months.

At the July 10, 2014 Board meeting, the Board approved (1) an investment strategy of Capital Appreciation HighMark Plus and (2) selection of an active portfolio management strategy for Mesa Water’s OPEB Trust.

At the April 17, 2017 Finance Committee meeting, the General Manager provided an overview of the PARS Pension Stabilization Fund. Also at the meeting, the Board reviewed the Other Post-Employment Benefits Trust Performance Update.
DISCUSSION

Mesa Water is currently participating in the Public Agencies Post-Retirement Health Care Plan Trust for the pre-funding of its retiree health benefits. PARS has made available the Public Agencies Post-Employment Benefits Trust (Program) for the purpose of pre-funding both pension obligations and/or OPEB obligations as specified by the District. Staff recommends the Board adopt the resolution for the purpose of pre-funding its CalPERS pension obligations that will be held in trust for the exclusive purpose of making future contributions of the District’s required pension contributions and any employer contributions in excess of such required contributions at the discretion of the District.

The District is eligible to participate in the pre-funding of its pension and OPEB obligations through Section 115 of the Internal Revenue Code and a tax-exempt trust under the relevant statutory provisions of the State of California. The District can manage the pre-funding of its pension and OPEB obligations in a single trust, thereby gaining administrative and cost efficiencies.

By establishing a Pension Rate Stabilization Trust it will allow the District to set aside funds towards future CalPERS costs. The benefits provided for establishing a formal Trust such as this includes:

1. Local control over assets – the trust can be accessed at any time so long as it is used to pay the employer’s pension obligation;
2. Pension Rate Stabilization – assets can be transferred to CalPERS at the District’s discretion, which would reduce or eliminate large fluctuations in employer contributions to CalPERS;
3. Investment Flexibility – investment requirements that apply to the District’s funds are not applicable to assets held in an irrevocable Section 115 Trust. The District maintains oversight of the investment manager and the portfolio’s risk tolerance level and the investments can be diversified and invested as the Board desires;
4. Lower Net Pension Liability – contributions place in the Trust reduce the District’s unfunded pension liability. Assets place into the Trust will directly reduce the District’s net pension liability for financial reporting purposes as required by Governmental Accounting Standards Board (GASB) Statement No. 68;
5. Credit Rating – rating agencies may look favorably upon actions to reduce liabilities. This is considered a best practice among governmental finance professionals.

The adoption and operation of the Program has no effect on any current or former employee’s entitlement to post-employment benefits and the District’s funding of the trust does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right.

Staff recommends appointing the District Treasurer as the District’s Plan Administrator for the trust; and authorizing the District’s Plan administrator to execute the PARS legal and administrative documents on behalf of the District and to take action to maintain the District’s participation in the Program and to maintain compliance with any regulations that may be issued and take whatever additional actions may be required to administer the District’s Program; and to make plan contributions.
Upon the Board taking action, a signature-ready set of documents will be provided for completion by the Board-appointed Plan Administrator.

FINANCIAL IMPACT

None.

ATTACHMENTS:

Attachment A: Draft Resolution No. 1499
Attachment B: Draft Agreement for Administrative Services with PARS
RESOLUTION NO. 1499
RESOLUTION OF THE MESA WATER DISTRICT BOARD OF DIRECTORS APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

WHEREAS, the Mesa Water District (Mesa Water® or District) is a county water district organized and operating pursuant to the provisions of California law; and

WHEREAS, Mesa Water is currently participating in the Public Agencies Post-Retirement Health Care Plan Trust for the pre-funding of its retiree health benefits and other post-employment benefits other than pension benefits (OPEB); and

WHEREAS, Mesa Water desires to set aside funds for the purpose of pre-funding its CalPERS pension obligation that will be held in trust for the exclusive purpose of making future contributions of the District's required pension contributions and any employer contributions in excess of such required contributions at the discretion of the District; and

WHEREAS, PARS has made available the Public Agencies Post-Employment Benefits Trust (the Program) for the purpose of pre-funding both pension obligations and/or OPEB obligations as specified in the District’s plans, policies and/or applicable collective bargaining agreements; and

WHEREAS, Mesa Water is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, Mesa Water can manage the pre-funding of its pension and OPEB obligations in a single trust under this Program, thereby gaining administrative and cost efficiencies; and

WHEREAS, Mesa Water’s adoption and operation of the Program has no effect on any current or former employee’s entitlement to post-employment benefits; and

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS, Mesa Water’s funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, Mesa Water reserves the right to make contributions, if any, to the Program.
NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MESA WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The Governing Board of Directors of Mesa Water District hereby adopts the Public Agencies Post-Employment Benefits Trust, effective June 8, 2017; and

Section 2. The Governing Board of Directors of Mesa Water District hereby appoints the District Treasurer, or his/her successor or his/her designee as the District’s Plan Administrator for the Program; and

Section 3. The District’s Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of Mesa Water and to take whatever additional actions are necessary to maintain the District’s participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the District’s Program; and

Section 4. The Governing Board of Mesa Water District, hereby authorizes the Plan Administrator, in accordance with Section 3.3 of the Public Agencies Post-Retirement Health Care Plan Trust adopted effective April 10, 2014, to withdraw from said trust and direct the transfer of assets held in said trust to the OPEB Account established in the name of the District under the Public Agencies Post-Employment Benefits Trust, adopted herewith.

ADOPTED, SIGNED, and APPROVED this 8th day of June 2017 by a roll call vote.

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSENT: DIRECTORS:
ABSTAIN: DIRECTORS:

Coleen L. Monteleone
District Secretary

Ethan Temianka
President, Board of Directors
AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this _____ day of ____________, 2017, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter "PARS") and the [Agency Name] ("Agency").

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or OPEB obligations ("Plan"), and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.

2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".

3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.

4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS’ standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency’s providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the
Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non performance of Services to the extent such non performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS’ fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.

7. **Confidentiality.** Without the Agency’s consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.

8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers’ compensation and similar matters.

9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys’ fees and costs, incurred by the other as a consequence of, to the extent, PARS’ or Agency’s, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.

10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.

12. Force Majeure. When a party’s nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.

13. Ownership of Reports and Documents. The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.

14. Designees. The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designee, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.

15. Notices. All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President

(B) To Agency: [Agency]; [Address]; [City, State, Zip]; Attention: [Plan Administrator]

Notices shall be deemed given on the date received by the addressee.

16. Term of Agreement. This Agreement shall remain in effect for the period beginning _________, 2017 and ending _________, 2020 (“Term”). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve month periods following the Term.

17. Amendment. This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

18. Entire Agreement. This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or
provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

19. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney’s fees.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.

21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

**AGENCY:**

BY: 

TITLE: 

DATE: 

**PARTS:**

BY: Tod Hammeras

TITLE: Chief Financial Officer

DATE: 

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EXHIBIT 1A

SERVICES

PARS will provide the following services for the [Agency Name] Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:
   (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
   (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
   (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.

2. Plan Administration Services:
   (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust (“Trustee”), based upon information received from the Agency and the Trustee;
   (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;
   (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
   (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope this Agreement;
   (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
   (F) Preparing and submitting an annual report of Plan activity to the Agency;
   (G) Facilitating actuarial valuation updates and funding modifications for compliance with GASB 45/75, if prefunding OPEB obligations;
   (H) Coordinating periodic audits of the Trust;
   (I) Monitoring Plan and Trust compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.
EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan Assets based on the following schedule:

<table>
<thead>
<tr>
<th>For Plan Assets from:</th>
<th>Annual Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 to $10,000,000</td>
<td>0.25%</td>
</tr>
<tr>
<td>$10,000,001 to $15,000,000</td>
<td>0.20%</td>
</tr>
<tr>
<td>$15,000,001 to $50,000,000</td>
<td>0.15%</td>
</tr>
<tr>
<td>$50,000,001 and above</td>
<td>0.10%</td>
</tr>
</tbody>
</table>

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual Rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.
EXHIBIT IC
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Executed Legal Documents:
   (A) Certified Resolution
   (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
   (C) Trustee Investment Forms

2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
   (A) Agency name
   (B) Contribution amount
   (C) Contribution date
   (D) Contribution method (Check, ACH, Wire)

3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
   (A) Agency name
   (B) Payment reimbursement/distribution amount
   (C) Applicable statement date
   (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
   (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)

4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.
MEMORANDUM

TO: Board of Directors
FROM: Coleen L. Monteleone, Assistant General Manager
DATE: June 8, 2017
SUBJECT: Establishing a Revised Schedule of Positions and Salary Rate Ranges

RECOMMENDATION

Adapt Resolution No. 1500 Establishing a Revised Schedule of Positions and Salary Rate Ranges.

The Executive Committee reviewed this item at its June 6, 2017 meeting and recommends Board adoption.

STRATEGIC PLAN

Goal #5: Attract and retain skilled employees.

PRIOR BOARD ACTION/DISCUSSION

At its December 8, 2016 meeting, the Board of Directors approved the Classification and Compensation Study which established a revised schedule of positions and salary rate ranges.

DISCUSSION

To comply with CalPERS regulations, as noted below, it is recommended that the Board adopt a resolution for the updated salary titles and ranges:

(a) For purposes of determining the amount of “compensation earnable” pursuant to Government Code Sections 20630, 20636 and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:
   (1) Has been duly approved and adopted by the employee’s governing body in accordance with requirement of applicable public meeting laws;

Adopting a resolution establishing a revised schedule of positions and salary rate ranges is recommended by the District’s Special Legal Counsel, Liebert Cassidy Whitmore.

FINANCIAL IMPACT

In the Fiscal Year 2018 budget, the financial impacts of the Classification and Compensation Study were incorporated.

ATTACHMENTS

Attachment A: Draft Resolution No. 1500
RESOLUTION NO. 1500

RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
ESTABLISHING A REVISED SCHEDULE OF POSITIONS
AND SALARY RATE RANGES

WHEREAS, the Mesa Water District (Mesa Water®) is a county water district organized and operating pursuant to the provisions of California law; and

WHEREAS, the Board of Directors of Mesa Water District, approved the Classification and Compensation Study on December 8, 2016, and established a revised Schedule of Positions and Salary Rate Ranges of the Mesa Water District; and

WHEREAS, the Board of Directors of Mesa Water District has reviewed the Schedule of Positions and Salary Rate Ranges and desires to make revisions thereto.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MESA WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. That the Schedule of Positions and Salary Rate Ranges adopted effective January 8, 2016 is hereby rescinded.

Section 2. That the Schedule of Positions and Salary Rate Ranges for the Mesa Water District be and hereby is approved and adopted as more particularly set forth in Exhibit A of this Resolution, attached hereto and by this reference made a part hereto.

Section 3. That the provisions of this Resolution shall be effective January 6, 2017.

ADOPTED, SIGNED, and APPROVED this 8th day of June 2017 by a roll call vote.

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSENT: DIRECTORS:
ABSTAIN: DIRECTORS:

Ethan Temianka
President, Board of Directors

Coleen L. Monteleone
District Secretary

Resolution No. 1500

Page 1 of 1

Adopted: June 8, 2017
RESOLUTION NO. 1500

EXHIBIT A

RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
ESTABLISHING A REVISED SCHEDULE OF POSITIONS
AND SALARY RATE RANGES

Schedule of Positions and Salary Rate Ranges

January 6, 2017
<table>
<thead>
<tr>
<th>Job Classification - Level</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Technician - I</td>
<td>17</td>
</tr>
<tr>
<td>Accounting Technician - II</td>
<td>21</td>
</tr>
<tr>
<td>Administrative Services Manager</td>
<td>56</td>
</tr>
<tr>
<td>Associate Engineer - I</td>
<td>60</td>
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<tr>
<td>Associate Engineer - II</td>
<td>46</td>
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<tr>
<td>Assistant General Manager</td>
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<tr>
<td>Assistant Operations Manager</td>
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<tr>
<td>Auditor</td>
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<tr>
<td>Buyer</td>
<td>32</td>
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<tr>
<td>Chief Financial Officer</td>
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<td>Conservation Specialist</td>
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<tr>
<td>Construction Inspector</td>
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<tr>
<td>Controller</td>
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<td>Cross Connection Specialist</td>
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<td>Customer Service Representative - I</td>
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<td>Customer Service Representative - II</td>
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<td>Customer Services Manager</td>
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<tr>
<td>Department Assistant</td>
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<td>Director</td>
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<tr>
<td>Engineering Assistant</td>
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<tr>
<td>Engineering &amp; Operations Manager</td>
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<td>Engineering Technician</td>
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<tr>
<td>Executive Assistant</td>
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<td>Executive Assistant to the General Manager</td>
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<tr>
<td>Internal Affairs Manager</td>
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<tr>
<td>Facility Maintenance Worker - I</td>
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<td>Facility Maintenance Worker - II</td>
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<tr>
<td>Field Customer Service Representative - I</td>
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<tr>
<td>Field Customer Service Representative - II</td>
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<tr>
<td>Financial Analyst</td>
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<td>Financial Services Assistant</td>
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<td>General Manager</td>
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<td>Human Resources Analyst</td>
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<td>Intern - I</td>
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<td>Intern - II</td>
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<td>Meter Reader</td>
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<td>Operator - E &amp; O</td>
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<td>Operator II</td>
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<td>Principal Engineer</td>
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<td>Public Affairs Coordinator</td>
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<td>Public Affairs Manager</td>
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<td>Records Management Specialist</td>
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<td>Resource Efficiency Specialist</td>
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<td>Safety/Emergency Planning Coordinator</td>
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<tr>
<td>Senior Accounting Technician</td>
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<td>Senior Civil Engineer</td>
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<td>Senior Financial Analyst</td>
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<td>Senior Human Resources Analyst</td>
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<td>Senior Water Systems Operator</td>
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<td>Water Maintenance Supervisor</td>
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<tr>
<td>Water Maintenance Worker - I</td>
<td>23.98</td>
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<td>Water Operations Manager</td>
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<td>Water Quality Manager</td>
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<td>Water Production Supervisor</td>
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<td>Water Systems Operator - I</td>
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New Water District - Salary Range Table - Monthly
Effective: Mid-July 1/17

General Manager District 525, 750/month

Resolution No. 1500: Exhibit A   Page 2 of 3   Adopted: June 8, 2017
MEMORANDUM

TO:          Board of Directors 
FROM:       Coleen L. Monteleone, Assistant General Manager
DATE:       June 8, 2017
SUBJECT: Establishing a Policy for the Selection Process for the Appointments of General Legal Counsel and Independent Auditor

RECOMMENDATION

Adopt Resolution No. 1501 Establishing a Policy for the Selection Process for the Appointments of General Legal Counsel and Independent Auditor, Superseding Resolution No. 1307.

The Executive Committee reviewed this item at its June 6, 2017 meeting and recommends Board adoption.

STRATEGIC PLAN

Goal #5: Attract and retain skilled employees.

PRIOR BOARD ACTION/DISCUSSION

At its meeting on June 20, 2016, the Board of Directors directed staff to prepare a resolution documenting the selection process for General Legal Counsel and Independent Auditor.

At its meeting on October 12, 2004, the Board of Directors adopted Resolution No. 1307 updating an established policy for soliciting proposals for outside auditing services.

DISCUSSION

The General Legal Counsel and Independent Auditor firms are selected by, and report directly, to the Board of Directors. Previously the Board adopted Resolution No. 1307, which provided guidance to staff on soliciting proposals for outside auditing services.

The updated resolution includes the process that was established when the Board recently approved the selection of General Legal Counsel, as well as the recognized process from the Independent Auditor selection.

Bowie, Arneson, Wiles and Giannone was selected as General Legal Counsel by the Board on October 21, 2016 and White Nelson Diehl Evans LLP was selected as Independent Auditor on June 20, 2016.

FINANCIAL IMPACT

None.

ATTACHMENTS

Attachment A: Draft Resolution No. 1501
Attachment B: Redline Resolution No. 1307
RESOLUTION NO. 1501

RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
ESTABLISHING A POLICY FOR THE SELECTION PROCESS
FOR THE APPOINTMENTS OF GENERAL LEGAL COUNSEL
AND INDEPENDENT AUDITOR, SUPERSEDING RESOLUTION NO. 1307

WHEREAS, Mesa Water District (Mesa Water®) is a county water district organized and operating pursuant to the provisions of California law; and

WHEREAS, Section 30544 of the California Water Code authorizes the Mesa Water Board of Directors (Board) to appoint or employ and prescribe the authorities and duties of certain officers, employees, attorneys and engineers necessary or convenient for conduct of the business of Mesa Water, each of whom shall serve at the pleasure of the Board; and

WHEREAS, the Board has previously adopted Resolution No. 1307, establishing a policy to solicit proposals for outside auditing services for Mesa Water; and

WHEREAS, the Board desires to adopt an updated policy concerning the selection process for the appointments of general legal counsel and independent auditor for Mesa Water and superseding Resolution No. 1307.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MESA WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Adoption of Policy. The Board hereby adopts the Policy, attached hereto as Appendix A (Policy), entitled “Selection Process for the Appointments of General Legal Counsel and Independent Auditor”.

Section 2. Effective Date. The Policy shall be effective immediately upon the date of adoption by the Board. Any amendment of, or exceptions to, the Policy shall be made by action(s) of the Board.

Section 3. Resolution No. 1307 Superseded. This Resolution shall supersede Resolution No. 1307 with regard to previously established policies for soliciting proposals for outside auditing services.
ADOPTED, SIGNED, and APPROVED this 8th day of June 2017 by a roll call vote.

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSENT: DIRECTORS:
ABSTAIN: DIRECTORS:

Ethan Temianka
President, Board of Directors

Coleen L. Monteleone
District Secretary
RESOLUTION NO. 1501

APPENDIX A

RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
ESTABLISHING A POLICY FOR THE SELECTION PROCESS
FOR THE APPOINTMENTS OF GENERAL LEGAL COUNSEL AND
INDEPENDENT AUDITOR, SUPERSEDING RESOLUTION NO. 1307

Selection Process for the Appointments of General Legal Counsel and Independent Auditor
I. Purpose

The purpose of this policy (Policy) is to set forth the selection process for certain positions that are appointed by and report to Mesa Water District’s (Mesa Water®) Board of Directors (Board) and to provide for certain related matters.

II. General

A. The Board retains and shall have the authority and responsibility to select, appoint, negotiate terms for, prescribe scope of services, and directly receive reports and information from, the following:

1. General Legal Counsel; and
2. Independent Auditor.

B. Appointments Made by the Board – Appointments of General Legal Counsel and Independent Auditor shall be made by the Board. The Board may delegate such to a committee or the General Manager to make recommendations to the Board.

C. General Legal Counsel (Counsel) – shall serve as the attorney for the District and its Board in all general legal matters pertaining to the operation, maintenance, and other related business of Mesa Water. Counsel shall perform such duties as the Board, General Manager, and designated Mesa Water staff may request or direct. Counsel shall attend and/or participate in Board meetings and other meetings as directed by the Board or the General Manager.

D. Independent Auditor (Auditor) – shall conduct an annual financial audit of Mesa Water and the Mesa Consolidated Water District Improvement Corporation. The Auditor shall review applicable financial statements and prepare the audit report for the preceding fiscal year. Such audit reports shall conform to Mesa Water’s adopted financial and reporting policies and the applicable requirements of State law. The Auditor shall report, directly to the Board and/or the Audit Committee, any suspected financial irregularities, or other matters which present significant material weakness to Mesa Water. Such matters should simultaneously be reported by Mesa Water’s Treasurer to the Board President. Suspected criminal matters shall be promptly reported to the appropriate law enforcement agencies for investigation.

E. The Audit Committee will review the performance of the Auditor on at least an annual basis and make any recommendations concerning the performance of the Auditor to the Board.
III. Selection/Appointment Process

A. Selections made pursuant to this Policy will be made from a group of, pre-selected candidates who have been approved by the Board or responsible committee.

1. General Legal Counsel Services

   a. A full-scale competitive process will be held at a minimum every five years for the selection of Counsel.

   b. The Board will meet to conduct the interview and selection of Counsel.

2. Auditing Services

   a. A full-scale competitive process will be held at a minimum after five consecutive years with the same independent auditing firm.

   b. The Board authorizes the General Manager to send Requests for Proposal to audit firms after three consecutive annual reports by the same firm, unless the renewal provision is invoked by the Board, and if desired, may include the then-current Auditor in the proposal process.

   c. The Board requires mandatory audit rotation when the then-present audit firm has completed five consecutive annual financial audits.

   d. The Board will meet to conduct the interview and selection process of Auditor.

B. Appointments made following the selection process shall conform to the provisions of Section II.B hereof.

IV. Selection Criteria

A. Candidates for the position of Counsel must, at a minimum, be a licensed member of the State Bar of California and have a comprehensive understanding of public sector and applicable laws to assist Mesa Water. The attorney/firm should have a minimum of 10 years’ experience representing cities and/or special district water, wastewater and/or groundwater management agencies. Mesa Water reserves the right to establish the selection criteria for Counsel when soliciting proposals for such position.

B. Candidates for the position of Auditor must, at a minimum, be a qualified independent certified public accounting firm licensed to practice in the State of
California. Firms must be able to demonstrate complete independence from Mesa Water and an ability to maintain independence throughout the engagement period. Mesa Water reserves the right to establish the selection criteria for Auditor when soliciting proposals for such position.

C. The Board authorizes the General Manager to reject any proposal submitted by any firm that has performed the five consecutive audits immediately prior to the solicitation of proposals for Auditor services.

D. Other Criteria

Other than the mandatory criteria mentioned above, the Board may select the person(s) or firm to represent Mesa Water as Counsel or Auditor based on criteria relevant to the business of Mesa Water such as experience in the industry in which Mesa Water operates, references, cost and any other matters deemed relevant by the Board.

V. Conflict of Interest

A. It shall be the responsibility of the Counsel/Auditor retained by the Board to promptly identify potential conflicts of interest in the provision of their respective services to Mesa Water. Further, it shall be the duty of the Board to take prompt action to replace Counsel/Auditor when it is determined that an actual conflict exists, regardless of how reported.

B. Notwithstanding Section V. A. above, the parties to a Counsel or Auditor contract may also choose to enter into a conflict waiver agreement or similar arrangement.

VI. Contracts: Term of Contract

A. All contracts for the provision of Counsel or Auditor services shall be in writing and shall be approved by the Board prior to execution by, or on behalf of, Mesa Water. All such contracts shall set out the terms of service and shall conform to Mesa Water’s then-current policies applicable to the retention of professional services.

B. General Legal Counsel – Unless otherwise specified by the Board, the initial contract term shall be for a period of five years.

1. Renewal Provision – Providing services are satisfactory, the Board may authorize up to two additional one-year renewals with the then-current Counsel.
C. Auditor – Unless otherwise specified by the Board, the initial contract term shall be for a period of three years.

1. Renewal Provision – At the discretion of the Board, upon conclusion of the initial three-year term, the Board may authorize up to two additional one-year renewals with the current firm.

2. It is the policy of the Board that Mesa Water shall not retain the same firm for the provision of Auditor services for a period of more than five years.
RESOLUTION NO. 1501

RESOLUTION OF THE MESA CONSOLIDATED WATER DISTRICT BOARD OF DIRECTORS
ESTABLISHING A POLICY TO SOLICIT FOR THE SELECTION PROCESS PROPOSALS FOR OUTSIDE AUDITING SERVICES FOR THE APPOINTMENTS OF GENERAL LEGAL COUNSEL AND INDEPENDENT AUDITOR, SUPERSEDMING RESOLUTION NO. 13071226

WHEREAS, Mesa Consolidated Water District is a County(County Water District formed under®) is a county water district organized and existing pursuant to the County Water District Law, operating pursuant to the provisions of California law; and

WHEREAS, Section 30000 and following30544 of the California Water Code; authorizes the Mesa Water Board of Directors (Board) to appoint or employ and prescribe the authorities and duties of certain officers, employees, attorneys and engineers necessary or convenient for conduct of the business of Mesa Water, each of whom shall serve at the pleasure of the Board; and

WHEREAS, it is the Board desires to adopt an updated policy concerning the task of selection process for the independent auditor to express an opinion on the fairness of the Financial Statements of the District and the independent auditor for Mesa Consolidated Water District Improvement Corporation; and superseding Resolution No. 1307.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MESA CONSOLIDATED WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. **Adoption of Policy.** The Board hereby adopts the Policy, attached hereto as Appendix A (Policy), entitled “Selection Process for the Appointments of General Legal Counsel and Independent Auditor”. The Board of Directors desires to solicit audit agreements for a three-year term. At the discretion of the Board, upon conclusion of the three-year term, the Board may authorize up to two additional one-year renewals with the current firm.

Section 2. **Effective Date.** The Policy shall be effective immediately upon the date of adoption by the Board. Any amendment of, or exceptions to, the Policy shall be made by action(s) of the Board. The Board of Directors also desires to
continue soliciting proposals for audit services after three consecutive audits by the same firm, unless the renewal provision is invoked.

Section 3. **Resolution No. 1307 Superseded.** This Resolution shall supersede Resolution No. 1307 with regard to previously established policies for soliciting proposals for outside auditing services. The Board of Directors hereby imposes a limit of five consecutive annual audits by the same firm.

Section 4. The Board of Directors hereby authorizes the General Manager to send Requests for Proposals to audit firms after three consecutive audits by the same firm, unless the renewal provision is invoked, and if desired, include the current firm in the proposal process.

Section 5. The Board of Directors hereby establishes that any firm that has performed five consecutive audits immediately prior to the solicitation of proposals wait a minimum of three consecutive audit years before being considered to perform the annual audit.

Section 6. The Board of Directors authorizes the General Manager to reject any proposal submitted by the firm that has performed the five consecutive audits immediately prior to the solicitation of proposals.

Section 7. This policy shall be effective immediately upon the date of adoption.

Section 8. This Resolution shall supersede Resolution No. 1226 with regard to previously established policies for soliciting proposals for outside auditing services.
ADOPTED, SIGNED, and APPROVED this 8th day of June 2017 by a roll call vote.

AYES: 

NOES: 

ABSENT: 

ABSTAIN: 

Ethan Temianka  
President, Board of Directors

Coleen L. Monteleone  
District Secretary

ADOPTED, SIGNED, and APPROVED this 12th day of October 2004 by a roll call vote.

AYES: Atkinson, Shoenberger, Bockmiller 

NOES: 

ABSENT: Ohlig-Hall, Healey 

ABSTAIN: 

Fred R. Bockmiller  
President, Board of Directors

Coleen L. Monteleone  
District Secretary
RESOLUTION NO. 1501

APPENDIX A

RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
ESTABLISHING A POLICY FOR THE SELECTION PROCESS
FOR THE APPOINTMENTS OF GENERAL LEGAL COUNSEL AND
INDEPENDENT AUDITOR, SUPERSEding RESOLUTION NO. 1307

Selection Process for the Appointments of General Legal Counsel and Independent Auditor
SELECTION PROCESS FOR THE APPOINTMENTS
OF GENERAL LEGAL COUNSEL AND INDEPENDENT AUDITOR

I. Purpose

The purpose of this policy (Policy) is to set forth the selection process for certain positions that are appointed by and report to Mesa Water District’s (Mesa Water®) Board of Directors (Board) and to provide for certain related matters.

II. General

A. The Board retains and shall have the authority and responsibility to select, appoint, negotiate terms for, prescribe scope of services, and directly receive reports and information from, the following:

   1. General Legal Counsel; and
   2. Independent Auditor.

B. Appointments Made by the Board – Appointments of General Legal Counsel and Independent Auditor shall be made by the Board. The Board may delegate such to a committee or the General Manager to make recommendations to the Board.

C. General Legal Counsel (Counsel) – shall serve as the attorney for the District and its Board in all general legal matters pertaining to the operation, maintenance, and other related business of Mesa Water. Counsel shall perform such duties as the Board, General Manager, and designated Mesa Water staff may request or direct. Counsel shall attend and/or participate in Board meetings and other meetings as directed by the Board or the General Manager.

D. Independent Auditor (Auditor) – shall conduct an annual financial audit of Mesa Water and the Mesa Consolidated Water District Improvement Corporation. The Auditor shall review applicable financial statements and prepare the audit report for the preceding fiscal year. Such audit reports shall conform to Mesa Water’s adopted financial and reporting policies and the applicable requirements of State law. The Auditor shall report, directly to the Board and/or the Audit Committee, any suspected financial irregularities, or other matters which present significant material weakness to Mesa Water. Such matters should simultaneously be reported by Mesa Water’s Treasurer to the Board President. Suspected criminal matters shall be promptly reported to the appropriate law enforcement agencies for investigation.

E. The Audit Committee will review the performance of the Auditor on at least an annual basis and make any recommendations concerning the performance of the Auditor to the Board.
III. Selection/Appointment Process

A. Selections made pursuant to this Policy will be made from a group of pre-selected candidates who have been approved by the Board or responsible committee.

1. General Legal Counsel Services

   a. A full-scale competitive process will be held at a minimum every five years for the selection of Counsel.

   b. The Board will meet to conduct the interview and selection of Counsel.

2. Auditing Services

   a. A full-scale competitive process will be held at a minimum after five consecutive years with the same independent auditing firm.

   b. The Board authorizes the General Manager to send Requests for Proposal to audit firms after three consecutive annual reports by the same firm, unless the renewal provision is invoked by the Board, and if desired, may include the then-current Auditor in the proposal process.

   c. The Board requires mandatory audit rotation when the then-present audit firm has completed five consecutive annual financial audits.

   d. The Board will meet to conduct the interview and selection process of Auditor.

B. Appointments made following the selection process shall conform to the provisions of Section II.B hereof.

IV. Selection Criteria

A. Candidates for the position of Counsel must, at a minimum, be a licensed member of the State Bar of California and have a comprehensive understanding of public sector and applicable laws to assist Mesa Water. The attorney/firm should have a minimum of 10 years' experience representing cities and/or special district water, wastewater and/or groundwater management agencies. Mesa Water reserves the right to establish the selection criteria for Counsel when soliciting proposals for such position.

B. Candidates for the position of Auditor must, at a minimum, be a qualified independent certified public accounting firm licensed to practice in the State of
California. Firms must be able to demonstrate complete independence from Mesa Water and an ability to maintain independence throughout the engagement period. Mesa Water reserves the right to establish the selection criteria for Auditor when soliciting proposals for such position.

C. The Board authorizes the General Manager to reject any proposal submitted by any firm that has performed the five consecutive audits immediately prior to the solicitation of proposals for Auditor services.

D. Other Criteria

Other than the mandatory criteria mentioned above, the Board may select the person(s) or firm to represent Mesa Water as Counsel or Auditor based on criteria relevant to the business of Mesa Water such as experience in the industry in which Mesa Water operates, references, cost and any other matters deemed relevant by the Board.

V. Conflict of Interest

A. It shall be the responsibility of the Counsel/Auditor retained by the Board to promptly identify potential conflicts of interest in the provision of their respective services to Mesa Water. Further, it shall be the duty of the Board to take prompt action to replace Counsel/Auditor when it is determined that an actual conflict exists, regardless of how reported.

B. Notwithstanding Section V. A. above, the parties to a Counsel or Auditor contract may also choose to enter into a conflict waiver agreement or similar arrangement.

VI. Contracts: Term of Contract

A. All contracts for the provision of Counsel or Auditor services shall be in writing and shall be approved by the Board prior to execution by, or on behalf of, Mesa Water. All such contracts shall set out the terms of service and shall conform to Mesa Water’s then-current policies applicable to the retention of professional services.

B. General Legal Counsel – Unless otherwise specified by the Board, the initial contract term shall be for a period of five years.

1. Renewal Provision – Providing services are satisfactory, the Board may authorize up to two additional one-year renewals with the then-current Counsel.
C. Auditor – Unless otherwise specified by the Board, the initial contract term shall be for a period of three years.

1. Renewal Provision – At the discretion of the Board, upon conclusion of the initial three-year term, the Board may authorize up to two additional one-year renewals with the current firm.

2. It is the policy of the Board that Mesa Water shall not retain the same firm for the provision of Auditor services for a period of more than five years.
MEMORANDUM

TO: Board of Directors
FROM: Paul E. Shoenberger, P.E., General Manager
DATE: June 8, 2017
SUBJECT: Appointments of District Secretary and District Treasurer

RECOMMENDATION

Recommend that the Board of Directors:

a. Appoint Denise Garcia as District Secretary, effective June 19, 2017;
b. Appoint Phil Lauri as District Treasurer, effective July 1, 2017;
c. Confirm the delegation of the same authority to the District Secretary and District Treasurer, as previously authorized and approved by the Board of Directors and as authorized by the California Water Code; and
d. Award the stipend for the District Secretary and District Treasurer in the amount of $285 per month each.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #2: Practice perpetual infrastructure renewal and improvement.
Goal #3: Be financially responsible and transparent.
Goal #4: Increase public awareness about Mesa Water® and about water.
Goal #5: Attract and retain skilled employees.
Goal #6: Provide outstanding customer service.
Goal #7: Actively participate in regional water issues.

PRIOR BOARD ACTION/DISCUSSION

At its April 13, 2017 meeting, the Board of Directors appointed Coleen L. Monteleone the District Treasurer upon the resignation of the Chief Financial Officer.

DISCUSSION

With the impending retirement of Assistant General Manager/District Secretary/District Treasurer Coleen L. Monteleone it is necessary for the Board to fill the position of District Secretary and District Treasurer.

Denise Garcia has been the Assistant District Secretary for over eight years and, with her recent promotion to Administrative Services Manager, it is appropriate to appoint her as District Secretary. Ms. Garcia is extremely knowledgeable in areas related to the duties of District Secretary including the Ralph M. Brown Act and Public Records Act.

Phil Lauri is the Assistant General Manager and it is appropriate for the Board to appoint him as District Treasurer until the vacancy of the Chief Financial Officer is filled.

The District Treasurer position cannot be held by the General Manager.
FINANCIAL IMPACT

The stipends in the amount of $3,500 per year each for the District Secretary and District Treasurer, totaling $7,000, are included in the Fiscal Year 2018 budget.

ATTACHMENTS

None.
REAUTHORS:

19. REPORT OF THE GENERAL MANAGER:
   • May Key Indicators Report
   • Other (no enclosure)
Goal #1: Provide a safe, abundant, and reliable water supply

FY 2017 Potable Production (Acre Feet)

<table>
<thead>
<tr>
<th>Water Supply Source</th>
<th>FY 2017 YTD Actual (AF)</th>
<th>FY 2017 YTD Budget (AF)</th>
<th>FY 2017 Annual Budget (AF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear Water</td>
<td>8,532</td>
<td>11,474</td>
<td>12,690</td>
</tr>
<tr>
<td>Amber Water (MWRF)</td>
<td>6,484</td>
<td>3,872</td>
<td>4,241</td>
</tr>
<tr>
<td>Import</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>CPTP</td>
<td>168</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Production</strong></td>
<td><strong>15,184</strong></td>
<td><strong>15,346</strong></td>
<td><strong>16,931</strong></td>
</tr>
</tbody>
</table>

YTD actual water production (AF) through May 31, 2017

![Water Production by Source - 12 Month Trailing Percent of Acre Feet Produced](image-url)
Goal #1: Provide a safe, abundant, and reliable water supply

FY17 System Water Quality – This data reflects samples taken in April

### Distribution System:

<table>
<thead>
<tr>
<th></th>
<th>Average</th>
<th>Range</th>
<th>MCL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chlorine Residual (mg/L) Compliance</td>
<td>1.80</td>
<td>Current RAA = 1.72</td>
<td>4 RAA</td>
</tr>
<tr>
<td>Coliform Positive % Compliance</td>
<td>0</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>Temperature (°F)</td>
<td>75.1</td>
<td>70 - 80</td>
<td>None</td>
</tr>
</tbody>
</table>

### Reservoir I & II:

<table>
<thead>
<tr>
<th></th>
<th>Average</th>
<th>Range</th>
<th>MCL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chlorine Residual (mg/L)</td>
<td>1.30</td>
<td>0.65 - 1.88</td>
<td>None</td>
</tr>
<tr>
<td>Monochloramine (mg/L)</td>
<td>1.28</td>
<td>0.59 - 1.87</td>
<td>None</td>
</tr>
<tr>
<td>Ammonia (mg/L)</td>
<td>0.30</td>
<td>0.14 - 0.51</td>
<td>None</td>
</tr>
<tr>
<td>Temperature (°F)</td>
<td>74.4</td>
<td>70 - 81</td>
<td>None</td>
</tr>
</tbody>
</table>

### Wells (Treated):

<table>
<thead>
<tr>
<th></th>
<th>Average</th>
<th>Range</th>
<th>MCL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chlorine Residual (mg/L)</td>
<td>2.41</td>
<td>1.61 - 2.77</td>
<td>None</td>
</tr>
<tr>
<td>Monochloramine (mg/L)</td>
<td>2.32</td>
<td>1.15 - 2.57</td>
<td>None</td>
</tr>
<tr>
<td>Ammonia (mg/L)</td>
<td>0.55</td>
<td>0.21 - 0.65</td>
<td>None</td>
</tr>
<tr>
<td>Temperature (°F)</td>
<td>73.3</td>
<td>69 - 81</td>
<td>None</td>
</tr>
</tbody>
</table>

### MWRF:

<table>
<thead>
<tr>
<th></th>
<th>Average</th>
<th>Range</th>
<th>MCL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chlorine Residual (mg/L)</td>
<td>2.43</td>
<td>2.09 - 2.83</td>
<td>None</td>
</tr>
<tr>
<td>Monochloramine (mg/L)</td>
<td>2.42</td>
<td>2.03 - 2.78</td>
<td>None</td>
</tr>
<tr>
<td>Ammonia (mg/L)</td>
<td>0.56</td>
<td>0.51 - 0.63</td>
<td>None</td>
</tr>
<tr>
<td>Temperature (°F)</td>
<td>80.9</td>
<td>79 - 84</td>
<td>None</td>
</tr>
<tr>
<td>Color (CU) Compliance</td>
<td>ND</td>
<td>ND</td>
<td>15</td>
</tr>
<tr>
<td>Odor (TON) Compliance</td>
<td>1.75</td>
<td>1 - 2</td>
<td>3</td>
</tr>
</tbody>
</table>

### Water Quality Calls/Investigations:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Calls</td>
<td>4</td>
</tr>
<tr>
<td>Total Investigations (from calls)</td>
<td>0</td>
</tr>
</tbody>
</table>
Goal #2: Practice perpetual infrastructure renewal and improvement

Revenues of Potable Water
(in thousands)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Jun</td>
<td>$30,000</td>
<td>$25,000</td>
<td>$20,000</td>
<td>$15,000</td>
</tr>
<tr>
<td>May</td>
<td>$25,000</td>
<td>$20,000</td>
<td>$15,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Apr</td>
<td>$20,000</td>
<td>$15,000</td>
<td>$10,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Mar</td>
<td>$15,000</td>
<td>$10,000</td>
<td>$5,000</td>
<td>$0</td>
</tr>
<tr>
<td>Feb</td>
<td>$10,000</td>
<td>$5,000</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Jan</td>
<td>$5,000</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Dec</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Nov</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Oct</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Sep</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Aug</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Jul</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

Favorable (Unfavorable)

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Difference</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total YTD</td>
<td>$22,444,337</td>
<td>$22,684,796</td>
<td>(240,459)</td>
<td>(1.06%)</td>
</tr>
</tbody>
</table>
Goal #3: Be financially responsible and transparent

Actual vs. Budget Capital Spending
(current month actual figures are estimated)
Goal #4: Increase public awareness about Mesa Water® and about water

<table>
<thead>
<tr>
<th>Web Site Information</th>
<th>April 2017</th>
<th>May 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visits to the web site</td>
<td>13,244</td>
<td>6,568</td>
</tr>
<tr>
<td>Unique visitors (First time to the site)</td>
<td>10,252</td>
<td>3,936</td>
</tr>
<tr>
<td>Average per day</td>
<td>341</td>
<td>212</td>
</tr>
<tr>
<td>Average visit length</td>
<td>1 minute, 44 seconds</td>
<td>1 minute, 49 seconds</td>
</tr>
<tr>
<td>Page visited most</td>
<td>Home</td>
<td>Home</td>
</tr>
<tr>
<td>Second most visited page</td>
<td>Online Bill Pay</td>
<td>Online Bill Pay</td>
</tr>
<tr>
<td>Third most visited page</td>
<td>Plan Check</td>
<td>Save Water</td>
</tr>
<tr>
<td>Fourth most visited page</td>
<td>Human Resources</td>
<td>Human Resources</td>
</tr>
<tr>
<td>Fifth most visited page</td>
<td>Organization</td>
<td>Board of Directors</td>
</tr>
<tr>
<td>Most downloaded file</td>
<td>Board Agenda</td>
<td>Board Agenda</td>
</tr>
<tr>
<td>Second most downloaded file</td>
<td>2016 Water Quality Report</td>
<td>2016 Water Quality Report</td>
</tr>
<tr>
<td>Most active day of the week</td>
<td>Monday</td>
<td>Tuesday</td>
</tr>
<tr>
<td>Least active day of the week</td>
<td>Sunday</td>
<td>Sunday</td>
</tr>
</tbody>
</table>

Total visits since June 1, 2002 1,187,432

<table>
<thead>
<tr>
<th>Water Vending Machine Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vending Machine Location</td>
</tr>
<tr>
<td>Mesa Water Office</td>
</tr>
</tbody>
</table>
## Monthly Key Indicators Report
### For the Month of May 2017

### Goal #5: Attract and retain skilled employees

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>FY 2017</th>
<th>COMMENTS:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OFFICE OF THE GENERAL MANAGER:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Manager</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Business Processes</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>2.00</td>
<td>2.00</td>
</tr>
<tr>
<td><strong>ADMINISTRATIVE SERVICES:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Services</td>
<td>4.75</td>
<td>4.75</td>
</tr>
<tr>
<td>Human Resources</td>
<td>2.75</td>
<td>1.75</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>7.50</td>
<td>6.50</td>
</tr>
<tr>
<td><strong>CUSTOMER SERVICES:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conservation</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Customer Service</td>
<td>8.00</td>
<td>8.00</td>
</tr>
<tr>
<td>Information Technology</td>
<td>2.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>11.00</td>
<td>9.00</td>
</tr>
<tr>
<td><strong>ENGINEERING:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering</td>
<td>5.00</td>
<td>5.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>5.00</td>
<td>5.00</td>
</tr>
<tr>
<td><strong>EXTERNAL AFFAIRS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legislative &amp; Governmental Affairs</td>
<td>1.50</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>1.50</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>FINANCIAL SERVICES:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Reporting/Purchasing</td>
<td>4.00</td>
<td>2.00</td>
</tr>
<tr>
<td>Accounting</td>
<td>3.00</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>7.00</td>
<td>3.00</td>
</tr>
<tr>
<td><strong>PUBLIC AFFAIRS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outreach, Education &amp; Communications</td>
<td>2.50</td>
<td>2.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>2.50</td>
<td>2.00</td>
</tr>
<tr>
<td><strong>WATER OPERATIONS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervision/Support</td>
<td>6.00</td>
<td>5.00</td>
</tr>
<tr>
<td>Distribution</td>
<td>10.00</td>
<td>10.00</td>
</tr>
<tr>
<td>Production</td>
<td>3.00</td>
<td>3.00</td>
</tr>
<tr>
<td>Water Quality</td>
<td>2.00</td>
<td>2.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>21.00</td>
<td>20.00</td>
</tr>
<tr>
<td><strong>TOTAL BUDGETED POSITIONS:</strong></td>
<td>57.50</td>
<td>48.50</td>
</tr>
<tr>
<td><strong>INTERNS:</strong></td>
<td>(0.5 FTE = 1 Intern)</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>1.50</td>
<td>1.50</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>59.00</td>
<td>50.00</td>
</tr>
</tbody>
</table>
Goal #6: Provide outstanding customer service

Customer Calls

<table>
<thead>
<tr>
<th>Call Type</th>
<th>FY17 YTD</th>
<th>May 2017</th>
<th>YTD Weekly Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Billing Question</td>
<td>2254</td>
<td>231</td>
<td>48</td>
</tr>
<tr>
<td>Service Requests</td>
<td>2252</td>
<td>201</td>
<td>48</td>
</tr>
<tr>
<td>High Bill</td>
<td>813</td>
<td>106</td>
<td>17</td>
</tr>
<tr>
<td>Payments</td>
<td>2542</td>
<td>344</td>
<td>54</td>
</tr>
<tr>
<td>Late Fee</td>
<td>1227</td>
<td>126</td>
<td>26</td>
</tr>
<tr>
<td>Account Maintenance</td>
<td>394</td>
<td>35</td>
<td>8</td>
</tr>
<tr>
<td>On-Line Bill Pay</td>
<td>1166</td>
<td>83</td>
<td>25</td>
</tr>
<tr>
<td>Water Pressure</td>
<td>53</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>No Water</td>
<td>240</td>
<td>32</td>
<td>5</td>
</tr>
<tr>
<td>Conservation</td>
<td>473</td>
<td>14</td>
<td>10</td>
</tr>
<tr>
<td>Water Waste</td>
<td>76</td>
<td>9</td>
<td>2</td>
</tr>
<tr>
<td>Other (District info. other utility info. etc.)</td>
<td>3358</td>
<td>226</td>
<td>71</td>
</tr>
<tr>
<td>Rate Increase</td>
<td>23</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Fluoridation</td>
<td>30</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td><strong>TOTAL CUSTOMER CALLS</strong></td>
<td><strong>14901</strong></td>
<td><strong>1416</strong></td>
<td><strong>317</strong></td>
</tr>
</tbody>
</table>

AVERAGE ANSWER TIME (Seconds) 8 8 8

Online Bill Pay Customers

<table>
<thead>
<tr>
<th>Current Customers Enrolled</th>
<th>FY 2017 YTD</th>
<th>May 2017</th>
<th>YTD Weekly Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>11636</td>
<td>1762</td>
<td>106</td>
<td>42</td>
</tr>
</tbody>
</table>
REPORTS:

20. DIRECTORS' REPORTS AND COMMENTS:
### DIRECTORS' REPORTS (AB 1234) PER CA GOVERNMENT CODE SECTION 53232.3 (d)

In accordance with CA Government Code 53232.3 (d), the following report identifies the meetings for which Mesa Water Directors received expense reimbursement.

<table>
<thead>
<tr>
<th>James F. Atkinson</th>
<th>Meetings Attended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursement Date:</td>
<td>Description, Date</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fred R. Bockmiller, Jr., P.E.</th>
<th>Meetings Attended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursement Date:</td>
<td>Description, Date</td>
</tr>
<tr>
<td>05/17/17</td>
<td>ACWA/JPIA Conference, 5/6-5/13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Shawn Dewane</th>
<th>Meetings Attended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursement Date:</td>
<td>Description, Date</td>
</tr>
<tr>
<td>05/01/17</td>
<td>Meeting w/President Temianka, 3/31</td>
</tr>
<tr>
<td>05/25/17</td>
<td>Meeting w/Peter Whittingham, 5/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>James Fisler</th>
<th>Meetings Attended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursement Date:</td>
<td>Description, Date</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ethan Temianka</th>
<th>Meetings Attended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursement Date:</td>
<td>Description, Date</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
There are no support materials for this item.