

PAJARO/SUNNY MESA
COMMUNITY SERVICES DISTRICT
136 San Juan Road, Royal Oaks, CA 95076
O (831) 722-1389 | Fax (831) 722-2137
www.pajarosunnymesa.com

AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
DISTRICT CONFERENCE BOARD ROOM
136 SAN JUAN ROAD, ROYAL OAKS, CA 95076

NOVEMBER 21, 2024
5:30 P.M.

The Pajaro/Sunny Mesa Community Services District welcomes you to its meetings regularly scheduled on the fourth Thursday of each month, and your interest and participation is encouraged and appreciated.

Contact the District office at the email address or telephone number above if you believe you require any modification or accommodation for any disability which might impair your ability to participate in the meeting.

Members of the public may join the meeting from their computers via Zoom Meeting by entering the following link: <https://us06web.zoom.us/j/87541434659?pwd=3pivqPUrJ2BvKs43ZjF4D2D6zyHEcz.1> or by calling 1 (669) 444-9171 and when prompted, enter meeting ID: 875 4143 4659# and passcode 375000#. A link to the Zoom Meeting may also be found on our District's home page at www.pajarosunnymesa.com identified as "Board Meeting Zoom Link" You may submit written comments in writing either at District Office in person or by email info@pajarosunnymesa.com through and including the time of the meeting.

Documents provided to the District after the agenda has been published will be available at the District office and available for photocopying during ordinary business hours as Public Records at the cost set by resolution by the Board from time to time. This is ordinarily \$.25 per page. Documents provided to the Board for agenda items will ordinarily be placed on the District website if time permits. Otherwise, late documents will be provided to the Board at the meeting and a copy placed with the agendas available to the Public at Board meetings.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Pajaro Sunny Mesa Community Services District at (831) 722-1389 before the meeting to allow the District to make reasonable accomodations.

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER AND ROLL CALL

- o (11/25) President Donald Olsen _____
- o (11/25) Vice President Sanford Coplin _____
- o (11/27) Secretary Paul Anderson _____
- o (11/25) Assistant Secretary Clinton Miller _____
- o (11/27) Treasurer Donald Chesterman _____

ADMINISTRATIVE STAFF:

- General Manager Judy Vazquez-Varela _____
- Operations Manager Sergio Ochoa _____
- Bookkeeper Amy Saldate _____
- Recorder Rocio Fernandez _____
- Heidi Quinn _____

DISTRICT COUNSEL:

P/SMCSD REGULAR BOARD MEETING AGENDA – November 21, 2024**3. ADDITIONS TO AGENDA [SUBDIVISION (b), CALIFORNIA GOVERNMENT CODE § 54954.2]**

The Board may act on items of business not appearing on the posted agenda if (1) three members determine that an emergency (as defined in California Government Code Section 54956.5 exists), and (2) two-thirds vote of the members present, or, if less than two-thirds of the members are present, a unanimous vote of those members present, find a need to take immediate action and that the need for action came to the attention of the District after the agenda was posted.

4. COMMENTS FROM PUBLIC OR MEMBERS OF BOARD ON ITEMS NOT ON AGENDA

Any person may address the Board on any item not on the agenda when recognized by the Board President. Any Board member may comment on any item not on the agenda.

ACTION ITEMS**Consent Agenda**

Any person may comment on any item on the consent agenda.

1. DRAFT MINUTES OF OCTOBER 24, 2024, REGULAR MEETING

Approval of draft minutes for Regular Meeting on 10/24/2024¹

Motioned by: Director _____ Seconded by: Director _____
 Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
 Motion passed: _____ Motion Failed: _____

Roll Call Vote:

- o (11/25) President Donald Olsen _____
- o (11/25) Vice President Sanford Coplin _____
- o (11/27) Secretary Paul Anderson _____
- o (11/25) Assistant Secretary Clinton Miller _____
- o (11/27) Treasurer Donald Chesterman _____

Old Business:**1. NONE****New Business:****1. REVIEW AND MOTION TO APPROVE DRAFT FINANCIAL REPORTS FOR OCTOBER 2024**

- Financial notes
- Report from Staff

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve Draft Financial Reports for October 2024

Motioned by: Director _____ Seconded by: Director _____
 Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
 Motion passed: _____ Motion Failed: _____

Roll Call Vote:

¹ *Robert's Rules of Order Newly Revised, 12th edition* says: "It should be noted that a member's absence from the meeting for which minutes are being approved does not prevent the member from participating in their correction or approval." 41:11. A newly elected member may vote to approve minutes for a meeting held before the member was appointed, and a member who was not present at a meeting also has the right to move approval of the minutes of that meeting.

See also <https://jurassicparliament.com/approving-minutes-if-you-were-absent/>

P/SMCSD REGULAR BOARD MEETING AGENDA – November 21, 2024

- o (11/25) President Donald Olsen _____
- o (11/25) Vice President Sanford Coplin _____
- o (11/27) Secretary Paul Anderson _____
- o (11/25) Assistant Secretary Clinton Miller _____
- o (11/27) Treasurer Donald Chesterman _____

2. REVIEW AND MOTION TO APPROVE NOVEMBER PAYMENTS (CHECK LISTING)

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve November payments

Motioned by: Director _____ Seconded by: Director _____
 Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
 Motion passed: _____ Motion Failed: _____

Roll Call Vote:

- o (11/25) President Donald Olsen _____
- o (11/25) Vice President Sanford Coplin _____
- o (11/27) Secretary Paul Anderson _____
- o (11/25) Assistant Secretary Clinton Miller _____
- o (11/27) Treasurer Donald Chesterman _____

3. CONSIDER APPROVING THE MNS ENGINEERS, INC. PROPOSAL AND SAMPLE CONTRACT FOR ENGINEERING SERVICES FOR THE SPRINGFIELD WATER SYSTEM CONSOLIDATION PROJECT, PENDING DISTRICT COUNSEL REVIEW

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve the MNS Engineers, Inc. Proposal and Samle Contract for Engineering Services for the Springfield Water Consolidation Project, Pending District Counsel review

Motioned by: Director _____ Seconded by: Director _____
 Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
 Motion passed: _____ Motion Failed: _____

Roll Call Vote:

- o (11/25) President Donald Olsen _____
- o (11/25) Vice President Sanford Coplin _____
- o (11/27) Secretary Paul Anderson _____
- o (11/25) Assistant Secretary Clinton Miller _____
- o (11/27) Treasurer Donald Chesterman _____

STAFF/COMMITTEE REPORTS: (INFORMATION ONLY, NO ACTION)

This part of agenda is for the Staff to report to the Board on District operations however no action is agendized and no action may be taken other than asking for an action item to be brought to the Board at a future meeting.

1. District Office will be closed the following days:
 - November 28-29, 2024. Office will re-open on December 2, 2024.
 - December 23, 2023 thru December 27, 2024. Office will re-open on December 30, 2024.
 - Water Operators will work on a limited basis to ensure water systems are fully operational.
2. Pajaro-Sunny Mesa-Springfield Area Regional Consolidation Project (PSMS)

P/SMCSD REGULAR BOARD MEETING AGENDA – November 21, 2024

- Progress Report
- 3. Delany WC Feasibility Study
 - Progress Report
- 4. Springfield Consolidation Project
 - Progress Report
- 5. District Operations Report
- 6. Usage Comparison Report 2023/2024

CLOSED SESSION:

A. NONE

MOTION TO ADJOURN

Next Board meeting date: December 19, 2024

Motioned by: Director _____ Seconded by: Director _____

Ayes: _____ Noes: _____ Absent: _____ Abstained: _____

Motion passed: _____ Motion Failed: _____

Roll Call Vote:

- o (11/25) President Donald Olsen _____
- o (11/25) Vice President Sanford Coplin _____
- o (11/27) Secretary Paul Anderson _____
- o (11/25) Assistant Secretary Clinton Miller _____
- o (11/27) Treasurer Donald Chesterman _____

Adjournment Time: _____ p.m.

MINUTES

The regular meeting of the Pajaro/Sunny Mesa Community Services District Board of Directors was called to order at 5:30 pm on October 24, 2024.

ROLL CALL:

President Donald Olsen
Vice President Sanford Coplin
Secretary Paul Anderson
Assistant Secretary Clinton Miller-arrived at 5:41
Treasurer Donald Chesterman

ADMINISTRATIVE STAFF:

General Manager Judy Vazquez-Varela
Operations Manager Sergio Ochoa
Bookkeeper Amy Saldade
Recorder Rocio Fernandez

ABSENT DIRECTOR(S) & STAFF:

None

DISTRICT COUNSEL:

Absent

ADDITION(S) TO AGENDA: None

PUBLIC IN ATTENDANCE:

Margie Kay Elkhorn Community, Alex and Mark McCluskey Community members.

PUBLIC COMMENTS:

Director Coplin will not be available to volunteer for the Pajaro Clean-up event on November 9, 2024, and would like to know if anyone is interested in volunteering to contact Liz Hall with Waste Management. The event is free for the community of Pajaro they can drop-off oversized items like tires, furniture.

Action Items

1. Consider and approve the Minutes of September 26, 2024, Regular Board Meeting

No discussion.

The motion was made by Director Chesterman and seconded by Director Coplin to approve the Regular Board Meeting Minutes of September 26, 2024. Motion carried.

Roll Call Vote: Ayes: D. Olsen; S. Coplin; D. Chesterman
Noes: None
Absent: C. Miller
Abstain: P. Anderson

OLD BUSINESS: None

MINUTES OF REGULAR BOARD MEETING – October 24, 2024**NEW BUSINESS:** (Action Items)

1. Review and consider approving financial reports for September 2024

Bookkeeper Saldade reported to the Board of Directors that the Water Revenue of September was 19 percent over the budget projection. In the Direct Expenses, the District saw an increase in Utilities-Well site and Permits, as the heater block issue impacted two billing cycles and Monterey Bay Air Resources District annual renewal of generator permits impacted this month's expenses.

Debt Service section added for Bond information. A payment was made to US Bank for principal and interest on September 2, 2024 for Vega Water Refunding Bond and 2021 Water Revenue Bond.

The Total Income surpassed Total Expenses by \$150,794. September's Cash was more than August's Cash by \$85,031. September's cash on hand was \$1,389,909.

The Net Income was directly impacted by the high sales and low monthly expenses.

A motion was made by Director Anderson and seconded by Director Coplin to approve the financial reports for September 2024. Motion carried.

Roll Call Vote:	Ayes:	D. Olsen; S. Coplin; C. Miller P. Anderson; D. Chesterman
	Noes:	None
	Absent:	C. Miller
	Abstain:	None

MONTHLY EXPENDITURES REPORT FOR REVIEW**APPROVAL OF PAYMENTS:**

2. Review and consider approving October 2024 payments

1. General Fund 633: Total of \$3,755.39
2. Operating Account: Check No. 25963 through Check No. 25993 totaling \$209,222.77
3. Reserve Account: Total of \$13,461.22
4. Street Maintenance Account: Total of \$1,085.19
5. Pajaro Park Account: Check No. 856 totaling \$1,893.09
6. COP 2010 Account: Total of \$0.00
7. Debt Service Reserve Account: Total of \$0.00
8. Vega Water Refunding Bond Principal & Interest: Total of \$230,408.75
9. 2021 Water Revenue Bond Principal & Interest: Total of \$68,175.00

MINUTES OF REGULAR BOARD MEETING – October 24, 2024

A motion was made by Director Chesterman and seconded by Director Anderson to approve the October 2024 payments. Motion carried.

Roll Call Vote: Ayes: D. Olsen; S. Coplin; P. Anderson; C. Miller; D. Chesterman
 Noes: None
 Absent: None
 Abstain: None

3. Review and consider approving Resolution No. 10-01-24 Ratifying the Annual Levy of the Pajaro Street Lighting Assessment for Fiscal Year 2024-2025

General Manager Vazquez-Varela explained that this Resolution ratifies the approval of the Pajaro Street Lighting Assessment approved last month and discussed Exhibit A the Street Lighting Assessment Final Budget and Exhibit B the Yearly Cost Comparison.

A motion was made by Director Coplin and seconded by Director Olsen to approve Resolution No. 10-01-24 Ratifying the Annual Levy of the Pajaro Street Lighting Assessment for Fiscal Year 2024-2025. Motion carried.

Roll Call Vote: Ayes: D. Olsen; S. Coplin; P. Anderson; C. Miller; D. Chesterman
 Noes: None
 Absent: None
 Abstain: None

4. Consider approving appointing 2 board members to a temporary Advisory Committee regarding the Parks Legacy Project Work Plan

Director Olsen explained that legal counsel advised that a committee should be formed for discussion regarding the Parks Legacy Project Work Plan. The options to form a committee are to volunteer or to be appointed. Directors Miller and Anderson both volunteered.

A motion was made by Director Chesterman and seconded by Director Coplin to approve appointing Directors Miller and Anderson. Motion carried.

Roll Call Vote: Ayes: D. Olsen; S. Coplin; P. Anderson; C. Miller; D. Chesterman
 Noes: None
 Absent: None
 Abstain: None

STAFF/COMMITTEE REPORTS: (Informational Only)

1. 2023-2024 Annual Audit
 - Bianchi, Kasavan & Pope completed the field audit, Staff continues to provide requested information.
2. Springfield Consolidation Project Grant
 - The Project design is under revision, State Water Boards did not approve the use of the Mobile Home Park as an emergency backup well, it must be removed from the design.

MINUTES OF REGULAR BOARD MEETING – October 24, 2024

A motion was made by Director Chesterman and seconded by Director Anderson to approve the October 2024 payments. Motion carried.

Roll Call Vote: Ayes: D. Olsen; S. Coplin; P. Anderson; C. Miller; D. Chesterman
 Noes: None
 Absent: None
 Abstain: None

3. Review and consider approving Resolution No. 10-01-24 Ratifying the Annual Levy of the Pajaro Street Lighting Assessment for Fiscal Year 2024-2025

General Manager Vazquez-Varela explained that this Resolution ratifies the approval of the Pajaro Street Lighting Assessment approved last month and discussed Exhibit A the Street Lighting Assessment Final Budget and Exhibit B the Yearly Cost Comparison.

A motion was made by Director Coplin and seconded by Director Olsen to approve Resolution No. 10-01-24 Ratifying the Annual Levy of the Pajaro Street Lighting Assessment for Fiscal Year 2024-2025. Motion carried.

Roll Call Vote: Ayes: D. Olsen; S. Coplin; P. Anderson; C. Miller; D. Chesterman
 Noes: None
 Absent: None
 Abstain: None

4. Consider approving appointing 2 board members to a temporary Advisory Committee regarding the Parks Legacy Project Work Plan

Director Olsen explained that legal counsel advised that a committee should be formed for discussion regarding the Parks Legacy Project Work Plan. The options to form a committee are to volunteer or to be appointed. Directors Miller and Anderson both volunteered.

A motion was made by Director Chesterman and seconded by Director Coplin to approve appointing Directors Miller and Anderson. Motion carried.

Roll Call Vote: Ayes: D. Olsen; S. Coplin; P. Anderson; C. Miller; D. Chesterman
 Noes: None
 Absent: None
 Abstain: None

STAFF/COMMITTEE REPORTS: (Informational Only)

1. 2023-2024 Annual Audit
 - Bianchi, Kasavan & Pope completed the field audit, Staff continues to provide requested information.
2. Springfield Consolidation Project Grant
 - The Project design is under revision, State Water Boards did not approve the use of the Mobile Home Park as an emergency backup well, it must be removed from the design.

MINUTES OF REGULAR BOARD MEETING – October 24, 2024

4. Usage Comparison Report 2023/2024-September

- Usage is up in most systems, except in Springfield Water System. District wide we had a 33.1 percent increase in usage compared to this month last year.

CLOSED SESSION:

None

NEXT BOARD MEETING:

The next Regular Board Meeting is to be held on Thursday November 21, 2024, at 5:30 pm at the District Office.

There being no further business, the Regular Board Meeting of the Pajaro/Sunny Mesa Community Services District was adjourned at 6:14 pm with motion made by Director Chesterman, seconded by Director Olsen. Motion carried.

Respectfully submitted by:

Donald Olsen, President

Sanford Coplin, Vice President

Rocio Fernandez, Recorder

FINANCIAL NOTES -OCTOBER 2024

Account No:	Account Name:	Increase / Decrease	Description
Income:			
4001-4015	Total Income	=	Water Revenue: 100% of monthly budget
Expenses: Indirect			
5040	Worker's Comp Insurance	+	Quarterly payment
5120	Property Taxes	+	Annual taxes for District owned parcels (special taxes & assessments)
5130	Utilities- Office	+	Sewer fees 2024/2025
5145	District Wide Repair & Maintenance	+	Inventory: Valves, couplings & gaskets
5180	Casualty/ Liability Insurance	+	Annual premium: Auto/Liability program, 10% increase
5240	Office Supplies	+	Wireless keyboard/mouse, 2025 calendars
Expenses: Direct			
5428	COP Bond Expense	+	NBS: Annual Continuing Disclosure Report
6565	2021 Bond Expense	+	NBS: Annual Continuing Disclosure Report
Other Income:			
4350	Interest Revenue	+	Asset income collected from Bond accounts at US Bank

Income & Cash Summary

Total Income	Total Expense	Difference
\$250,586.70	\$198,217.81	\$52,368.89
September Cash	October Cash	Difference
\$1,389,909.42	\$1,405,949.76	\$16,040.34

November 15, 2024

Balance Sheet

Accrual Basis

As of October 31, 2024

	<u>Oct 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
1001 · SCCB - Operating Account	875,653.96
1002 · SCCB Reserve Account	530,295.80
1003 · SCCB - Sick Leave Account	5,501.02
1004 · SCCB - Street Maint Acct	302,913.24
1006 · SCCB-GF 633	13,807.85
1007 · SCCB - Debt Service Reserve	89,900.66
1032 · SCCB-COP Acct	146,118.72
1036 · PSM Pajaro Park Acct	192,050.64
1050 · Cash in County Treasury - DS	6,421.68
1051 · Cash in County Treasury - GF	6,359.41
1052 · US Bank 2021 Gen. Bond -8000	4,675.74
1054 · US Bank 2021 Gen. Bond -8002	297,887.52
1055 · US Bank 2021 Gen. Bond -8003	23.59
1056 · US Bank 2021 Gen. Bond -8004	12.17
1057 · US Bank 2021 Gen. Bond -8005	94,493.51
1066 · US Bank Vega 2303	160,948.94
1068 · US Bank Vega 2301	197.27
1069 · US Bank Vega-2302	591.42
1095 · US Bank Wtr Bond-Res 2204	147,820.00
2201 · US Bank-2015 Wtr Rfd Bd 2201	15,020.83
2202 · US Bank 2015 Wtr Rfd Bd-2202	34,343.75
	<hr/>
Total Checking/Savings	2,925,037.72
Accounts Receivable	
1110 · Invoice Accounts Recv	3,282.58
1231 · Grants Receivable-A/R	5,420.27
	<hr/>
Total Accounts Receivable	8,702.85
Other Current Assets	
1080 · Petty Cash	400.00
1100 · Water Customer Accounts Recv	299,515.78
1101 · Allowance for Doubtful Accounts	-8,630.02
1115 · Prepaid Expenses	1.31
1153 · Receivable from Monterey County	860.00
1251 · Assess. Rec. - Lighting	3,090.14
1252 · Assessments Rec. - Street Maint	9,732.00
1253 · Assessments Rec. - Water bond	122,000.00
1253.1 · Assess Rec - Water Bond - Count	2,275.43
1254 · Advanced Pay - Spec. Asses - WB	-16,561.65
	<hr/>
Total Other Current Assets	412,682.99
	<hr/>
Total Current Assets	3,346,423.56
Fixed Assets	
1084 · CIP-Springfield/Struve	18,967.36
1500 · Land	139,676.30
1510 · Land Improve (Non-office)	314,656.67
1520 · Land Improve (Office)	66,721.46
1521 · A/D - Land Impr (Off)	-95,821.40
1522 · Land - Parks	248,000.00
1530 · Wells	162,488.25
1540 · Pumping Plant Bldg	191,044.92
1541 · A/D - Pumping Plant Bldg	-191,045.00
1550 · District Office Building	163,247.47
1551 · A/D - District Office Building	-135,624.73
1555 · Office Equipment/Furniture	36,030.86
1556 · A/D - Office Equip/Furniture	-30,572.90
1557 · Equipment - Lighting	8,980.18
1559 · A/D - Lighting and Parks	-8,980.18
1560 · Electric Power to Sheds	2,598.59
1561 · A/D - Electric Power to Sheds	-2,599.00
1570 · Equipment - Pumping Plant	515,504.21
1571 · A/D - Equipment - Pumping Plant	-470,387.87

November 15, 2024

Balance Sheet

Accrual Basis

As of October 31, 2024

	<u>Oct 31, 24</u>
1580 · Distribution Mains [P]	1,487,948.01
1581 · A/D - Distribution Mains	-1,170,001.68
1590 · Meters	90,114.13
1591 · A/D - Meters	-87,167.11
1600 · Hydrants	7,422.43
1601 · A/D - Hydrants	-5,149.72
1610 · Automotive Equipment	229,909.12
1611 · A/D - Automotive Equipment	-204,177.31
1620 · Utility Trans/Distr Plant	115,702.65
1621 · A/D - Utility T&D Plant	-101,586.77
1622 · A/D - Moss Landing	-207,268.31
1630 · Utility Plant	107,992.45
1631 · A/D - Utility Plant	-107,992.00
1640 · Source of Supply Plant	54,616.59
1641 · A/D - Source of Supply Plant	-24,055.73
1650 · Trans & Distr Plant	248,292.08
1651 · A/D - Trans & Distr Plant	-132,947.30
1670 · Small Tools/Equipment	10,773.67
1671 · A/D - Small Tools/Equipment	-10,773.51
1680 · ALCO Water Project	155,809.38
1681 · A/D - ALCO Water Project	-124,648.45
1804 · CIP-Springfield	400,577.84
1805 · CIP-Vega Imprvtmnt Project	4,599,594.33
1805.1 · A/D - Vega	-2,881,608.90
1806 · Moss Landing Bridge Project	251,233.09
1807 · CIP-Langley/VP	380,518.61
1807.1 · A/D - Langley/VP	-115,930.74
1808 · CIP-Normco	611,581.66
1808.1 · A/D - Normco Tank	-188,832.73
1811 · CIP-Vierra Estate	313,402.88
1811.1 · A/D - Vierra Estates	-84,917.72
1812 · CIP-Moss Landing Water System	594,222.45
1812.1 · A/D - Moss Landing Water	-120,991.55
1813 · CIP-Normco Water System	2,835.00
1814 · CIP-Pajaro	2,314,636.55
1814.1 · A/D - Pajaro	-249,872.00
1816 · Land - Pajaro Park	781,632.00
1817 · Improvements - Pajaro Park	4,717,110.00
1817.1 · A/D - Improvements -Pajaro Park	-1,911,297.63
1818 · Buildings - Pajaro Park	796,400.00
1818.1 · A/D - Buildings-Pajaro Park	-263,156.26
1819 · Equipment - Pajaro Park	43,381.00
1819.1 · A/D - Equipment-Pajaro Park	-40,488.89
1820 · Normco Treatment Facility	127,374.00
1820.1 · A/D-Normco Treatment Facility	-122,067.85
1821 · CIP-Sunny Mesa	311,090.68
1821.1 · A/D-Sunny Mesa	-4,199.00
1822 · CIP-Vega	134,145.80
1822.1 · A/D-Vega	-5,139.00
1823 · CIP-Blackie	71,557.55
1823.1 · A/D-Blackie	-1,418.00
1824 · CIP- Generator Project	68,489.00
Total Fixed Assets	11,795,559.98
Other Assets	
1120 · Due From Gen Fund	0.66
1141 · Due From SC Grant Acct	100.00
1151 · Due from Maint Account	157.19
1220 · Spl Asmnt Revc-Long Term	3,203,515.72
1950 · Deferred amount on refunding	56,573.60
1951 · Deferred Amt of Ref-Vega Bds15	70,012.09
Total Other Assets	3,330,359.26
TOTAL ASSETS	18,472,342.80
LIABILITIES & EQUITY	

November 15, 2024

Balance Sheet

Accrual Basis

As of October 31, 2024

	<u>Oct 31, 24</u>
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	93,851.97
Total Accounts Payable	93,851.97
Credit Cards	
2910 · Elan	2,335.25
Total Credit Cards	2,335.25
Other Current Liabilities	
2005 · Accrued Liabilities	70,261.00
2050 · Accrued Payroll	14,112.99
2100 · Payroll Tax Liabilities	2,658.42
2110 · Direct Deposit Liabilities	0.01
2121 · Customer Security Deposits	16,978.70
2122 · Future Water Conn. Deposits	36,600.00
2123 · Hydrant Meter Deposits	22,550.00
2225 · Accrued Vacation Liability	20,216.56
2230 · Accrued Sick Leave Liability	35,079.26
2263 · 457b EE Plan Payable	4,777.32
2264 · Employee Insurance Payable	-1,709.08
2265 · EE Aflac Insurance Payable	1,299.50
2320 · Due to 64 Original Sewer Accts	29,169.90
2324 · Payable to Customers	2,347.79
2325 · Payable to P.V.W.M.A.	5,737.21
Total Other Current Liabilities	260,079.58
Total Current Liabilities	356,266.80
Long Term Liabilities	
2256 · Vehicle Loan Payable	5,428.97
2257 · Reorganization Loan	115,000.00
2350 · Bonds Payable - Water Bond	44,000.00
2355 · Bonds Payable- 2021 Gen. Bond	1,530,000.00
2360 · Bonds Payable-2015 COP Wtr Rf	1,660,000.00
2361 · Bonds Payable-2015 Vega Wtr Rf	2,847,599.67
2400 · Unamortized Discount on 2015	-26,433.01
2401 · Unamortized Discount-2015 Vega	-10,306.72
2402 · 2021 Gen. Bond Premium	40,695.80
Total Long Term Liabilities	6,205,984.71
Total Liabilities	6,562,251.51
Equity	
3000 · Fund Balance	219,540.85
3001 · Restricted-Street Maintenance	205,038.80
3040 · Contributed Capital	248,000.00
3045 · Restricted for Debt Service	4,575,060.23
3050 · Retained Earnings	6,309,966.21
Net Income	352,485.20
Total Equity	11,910,091.29
TOTAL LIABILITIES & EQUITY	18,472,342.80

Pajaro/Sunny Mesa Community Services District
Profit & Loss
October 2024

November 15, 2024

Accrual Basis

	Oct 24
Ordinary Income/Expense	
Income	
4001 · Route 1 - Pajaro	25,643.64
4002 · Route 2 - Pajaro	30,947.85
4003 · Route 3 - Commercial	37,401.54
4004 · Route 4 - Trailer Park	1,625.92
4005 · Route 5 - San Juan Rd Apts	0.00
4006 · Route 6 - Sunny Mesa	16,396.03
4007 · Route 7 - CSA 73	18,555.37
4008 · Route 8 - Vega	19,860.35
4010 · Route 10 -Springfield	850.00
4011 · Route 11 - Moss Landing	30,683.10
4012 · Route 12 - Blackie Road	5,133.31
4013 · Route 13 - Normco	43,795.42
4014 · Route 14 - Vierra	7,216.06
4015 · Route 15 - Langley/VP	4,640.86
Total Income	242,749.45
Gross Profit	242,749.45
Expense	
INDIRECT	
5000 · Salaries and Wages	78,612.10
5030 · Payroll Tax Expense	1,541.25
5040 · Worker's Comp Insurance	5,243.00
5050 · Employee Health Insurance	15,010.35
5070 · Employee Retirement	15,069.29
5090 · Other Employee Expense	72.00
5120 · Property Taxes	1,952.82
5130 · Utilities - Office	1,053.18
5140 · Building Repair & Maint	616.02
5145 · District Wide Repair & Maint	1,391.69
5150 · Garbage Service	426.40
5160 · Office Equip Rental	668.21
5165 · Computer Software	1,018.18
5170 · Office Equipment Repair & Maint	174.18
5180 · Casualty Ins/Liability Ins	35,668.74
5240 · Office Supplies	570.20
5245 · Postage	1,000.00
5250 · Legal Expenses	2,247.00
5256 · Interest Exp-Financed Items	25.59
5270 · Automotive - Repair & Maint	289.05
5280 · Conferences, Meetings, Seminars	15.99
5330 · Telephone	1,054.10
5391 · Credit Card Transaction Fees	36.94
5XXX · Indirect Allocation	0.00
Total INDIRECT	163,756.28
5190 · Water Testing- Labs	2,351.40
5220 · Water System - Repair & Maint	11,047.18
5225 · Street Maintenance	3,497.30
5231 · Pajaro Park Expense	6,490.75
5310 · Utilities - Well Site	18,073.23
5315 · Utilities - Street Lighting	2,863.53
5392 · Returned Online Payment Fee	20.00
5426 · Vega Assmnt Bond Expense	2,229.81
5427 · Improvement Project-Springfield	23,392.00
5428 · COP Bond Expense	1,494.86
5660 · Freight & Delivery	25.58
6565 A · 2021 Bond Expense- Fees	1,494.86
Total Expense	236,736.78
Net Ordinary Income	6,012.67
Other Income/Expense	
Other Income	

Profit & Loss

October 2024

	<u>Oct 24</u>
4100 · Late Payment Penalties	677.59
4110 · Hydrant Sales	778.29
4115 · Testing Fees	660.00
4285 · P.V.W.M.A. Collection Fee	2,727.92
4345 · Customer Order Reimbursements	1,418.46
4350 · Interest Revenue	<u>2,993.45</u>
Total Other Income	<u>9,255.71</u>
Net Other Income	<u>9,255.71</u>
Net Income	<u><u>15,268.38</u></u>

Pajaro/Sunny Mesa Community Services District
Profit & Loss Budget Performance- Water Enterprise
October 2024

	Oct 24	Budget	% of Budget	Jul - Oct 24	YTD Budget	% of Budget	Annual Budget
Ordinary Income/Expense							
Income							
4001 · Route 1 - Pajaro	25,643.64	31,410.00	81.6%	120,105.99	125,640.00	95.6%	376,920.00
4002 · Route 2 - Pajaro	30,947.85	30,870.00	100.3%	142,239.23	123,480.00	115.2%	370,440.00
4003 · Route 3 - Commercial	37,401.54	31,410.00	119.1%	161,218.28	125,640.00	128.3%	376,920.00
4004 · Route 4 - Trailer Park	1,625.92	1,620.00	100.4%	6,960.96	6,480.00	107.4%	19,440.00
4005 · Route 5 - San Juan Rd Apts	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
4006 · Route 6 - Sunny Mesa	16,396.03	16,290.00	100.7%	75,283.64	65,160.00	115.5%	195,480.00
4007 · Route 7 - CSA 73	18,555.37	18,450.00	100.6%	82,943.89	73,800.00	112.4%	221,400.00
4008 · Route 8 - Vega	19,860.35	19,170.00	103.6%	89,964.68	76,680.00	117.3%	230,040.00
4010 · Route 10 -Springfield	850.00	900.00	94.4%	3,400.00	3,600.00	94.4%	10,800.00
4011 · Route 11 - Moss Landing	30,683.10	33,930.00	90.4%	142,202.62	135,720.00	104.8%	407,160.00
4012 · Route 12 - Blackie Road	5,133.31	4,770.00	107.6%	23,651.26	19,080.00	124.0%	57,240.00
4013 · Route 13 - Normco	43,795.42	42,390.00	103.3%	190,348.88	169,560.00	112.3%	508,680.00
4014 · Route 14 - Vierra	7,216.06	7,020.00	102.8%	30,220.40	28,080.00	107.6%	84,240.00
4015 · Route 15 - Langley/VP	4,640.86	4,050.00	114.6%	19,991.32	16,200.00	123.4%	48,600.00
Total Income	242,749.45	242,280.00	100.2%	1,088,531.15	969,120.00	112.3%	2,907,360.00
Gross Profit	242,749.45	242,280.00	100.2%	1,088,531.15	969,120.00	112.3%	2,907,360.00
Expense							
INDIRECT							
5000 · Salaries and Wages	78,612.10	81,750.00	96.2%	300,686.81	327,000.00	92.0%	981,000.00
5005 · Administrative Fees	0.00	541.66	0.0%	1,578.01	2,166.72	72.8%	6,500.00
5030 · Payroll Tax Expense	1,541.25	1,333.33	115.6%	4,594.44	5,333.36	86.1%	16,000.00
5040 · Worker's Comp Insurance	5,243.00	1,500.00	349.5%	10,212.17	6,000.00	170.2%	18,000.00
5050 · Employee Health Insurance	15,010.35	17,325.00	86.6%	55,557.30	69,300.00	80.2%	207,900.00
5070 · Employee Retirement	15,069.29	13,416.66	112.3%	45,046.24	53,666.72	83.9%	161,000.00
5090 · Other Employee Expense	72.00	250.00	28.8%	642.88	1,000.00	64.3%	3,000.00
5120 · Property Taxes	1,952.82	195.83	997.2%	2,223.71	783.36	283.9%	2,350.00
5130 · Utilities - Office	1,053.18	375.00	280.8%	2,254.66	1,500.00	150.3%	4,500.00
5140 · Building Repair & Maint	616.02	583.33	105.6%	2,594.74	2,333.36	111.2%	7,000.00
5145 · District Wide Repair & Maint	1,391.69	833.33	167.0%	4,869.48	3,333.36	146.1%	10,000.00
5150 · Garbage Service	426.40	433.33	98.4%	1,705.60	1,733.36	98.4%	5,200.00
5160 · Office Equip Rental	668.21	708.33	94.3%	2,672.84	2,833.36	94.3%	8,500.00
5165 · Computer Software	1,018.18	1,666.66	61.1%	7,671.08	6,666.72	115.1%	20,000.00
5170 · Office Equipment Repair & Maint	174.18	300.00	58.1%	635.80	1,200.00	53.0%	3,600.00
5175 · Small Tools - Repair & Maint.	0.00	83.33	0.0%	234.18	333.36	70.2%	1,000.00
5180 · Casualty Ins/Liability Ins	35,668.74	4,416.66	807.6%	59,104.04	17,666.72	334.6%	53,000.00
5200 · Billing Supplies	0.00	375.00	0.0%	4,130.33	1,500.00	275.4%	4,500.00
5240 · Office Supplies	570.20	375.00	152.1%	994.38	1,500.00	66.3%	4,500.00
5245 · Postage	1,000.00	833.33	120.0%	2,000.00	3,333.36	60.0%	10,000.00
5250 · Legal Expenses	2,247.00	1,416.66	158.6%	3,496.98	5,666.72	61.7%	17,000.00

Pajaro/Sunny Mesa Community Services District
Profit & Loss Budget Performance- Water Enterprise
October 2024

	<u>Oct 24</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Jul - Oct 24</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
5255 · Interest Expense	0.00	508.33	0.0%	3,018.75	2,033.36	148.5%	6,100.00
5256 · Interest Exp-Financed Items	25.59	125.00	20.5%	129.69	500.00	25.9%	1,500.00
5260 · Accounting & Bookkeeping	0.00	3,208.33	0.0%	2,000.00	12,833.36	15.6%	38,500.00
5266 · Engineering Svcs-Dist Wide	0.00	1,083.33	0.0%	0.00	4,333.36	0.0%	13,000.00
5270 · Automotive - Repair & Maint	289.05	833.33	34.7%	928.52	3,333.36	27.9%	10,000.00
5280 · Conferences, Meetings, Seminars	15.99	41.66	38.4%	63.96	166.72	38.4%	500.00
5290 · Travel Expenses	0.00	41.66	0.0%	0.00	166.72	0.0%	500.00
5300 · Books & Subscriptions	0.00	125.00	0.0%	0.00	500.00	0.0%	1,500.00
5305 · Water Conservation Program	0.00	250.00	0.0%	0.00	1,000.00	0.0%	3,000.00
5320 · Membership Fees and Dues	0.00	2,000.00	0.0%	5,246.75	8,000.00	65.6%	24,000.00
5326 · Licenses and Certifications	0.00	166.66	0.0%	40.00	666.72	6.0%	2,000.00
5330 · Telephone	1,054.10	1,333.33	79.1%	4,167.37	5,333.36	78.1%	16,000.00
5340 · Burglar Alarm Monitoring	0.00	166.66	0.0%	224.00	666.72	33.6%	2,000.00
5370 · Fuel - Trucks	0.00	3,333.33	0.0%	8,740.67	13,333.36	65.6%	40,000.00
5390 · Bank Charges	0.00	25.00	0.0%	0.00	100.00	0.0%	300.00
5391 · Credit Card Transaction Fees	36.94	54.16	68.2%	148.56	216.72	68.5%	650.00
5400 · Miscellaneous Expense	0.00	16.66	0.0%	0.00	66.72	0.0%	200.00
6577 · COP Debt Service - Interest	0.00	5,741.66	0.0%	0.00	22,966.72	0.0%	68,900.00
Total INDIRECT	163,756.28	147,766.54	110.8%	537,613.94	591,067.68	91.0%	1,773,200.00
5190 · Water Testing- Labs	2,351.40	2,458.33	95.7%	13,324.80	9,833.36	135.5%	29,500.00
5220 · Water System - Repair & Maint	11,047.18	18,750.00	58.9%	42,048.40	75,000.00	56.1%	225,000.00
5265 · Engineering Expenses	0.00	83.33	0.0%	82.50	333.36	24.7%	1,000.00
5310 · Utilities - Well Site	18,073.23	16,250.00	111.2%	84,750.37	65,000.00	130.4%	195,000.00
5325 · Permits	0.00	3,000.00	0.0%	3,308.00	12,000.00	27.6%	36,000.00
5360 · Fuel - Generator	0.00	833.33	0.0%	0.00	3,333.36	0.0%	10,000.00
5428 · COP Bond Expense	1,494.86	366.66	407.7%	3,689.86	1,466.72	251.6%	4,400.00
6565 A · 2021 Bond Expense- Fees	1,494.86	375.00	398.6%	3,794.86	1,500.00	253.0%	4,500.00
Total Expense	198,217.81	189,883.19	104.4%	688,612.73	759,534.48	90.7%	2,278,600.00
Net Ordinary Income	44,531.64	52,396.81	85.0%	399,918.42	209,585.52	190.8%	628,760.00
Other Income/Expense							
Other Income							
4100 · Late Payment Penalties	677.59	416.66	162.6%	2,590.98	1,666.72	155.5%	5,000.00
4101 · Billing Adjustments	0.00	16.66	0.0%	0.00	66.72	0.0%	200.00
4110 · Hydrant Sales	778.29	1,250.00	62.3%	3,028.88	5,000.00	60.6%	15,000.00
4115 · Testing Fees	660.00	916.66	72.0%	6,180.00	3,666.72	168.5%	11,000.00
4140 · Connection Fees	0.00	616.66	0.0%	0.00	2,466.72	0.0%	7,400.00
4141 · Application Fees	0.00	45.83	0.0%	0.00	183.36	0.0%	550.00
4146 · Other Fees	0.00	33.33	0.0%	0.00	133.36	0.0%	400.00
4285 · P.V.W.M.A. Collection Fee	2,727.92	2,583.33	105.6%	13,312.38	10,333.36	128.8%	31,000.00
4300 · Collection of Previous W/O Acct	0.00	20.83	0.0%	0.00	83.36	0.0%	250.00

Pajaro/Sunny Mesa Community Services District
Profit & Loss Budget Performance- Water Enterprise
 October 2024

	<u>Oct 24</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Jul - Oct 24</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
4305 · Miscellaneous Revenue	0.00	83.33	0.0%	360.00	333.36	108.0%	1,000.00
4341 · Lighting Admin Reimbursements	0.00	1,137.50	0.0%	0.00	4,550.00	0.0%	13,650.00
4346 · District 25% Overhead Fee	0.00	41.66	0.0%	0.00	166.72	0.0%	500.00
4350 · Interest Revenue	2,993.45	1,250.00	239.5%	12,324.23	5,000.00	246.5%	15,000.00
4355 · Audit/Bookkeeping Reimbursement	0.00	58.33	0.0%	0.00	233.36	0.0%	700.00
4360 · Legal Counsel Reimbursement	0.00	33.33	0.0%	0.00	133.36	0.0%	400.00
Total Other Income	7,837.25	8,504.11	92.2%	37,796.47	34,017.12	111.1%	102,050.00
Net Other Income	7,837.25	8,504.11	92.2%	37,796.47	34,017.12	111.1%	102,050.00
Net Income	52,368.89	60,900.92	86.0%	437,714.89	243,602.64	179.7%	730,810.00

Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
October 22 through November 18, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Check		10/29/2024	Deluxe for Business	1001 · SCCB - Operating Account		-221.49
				5240 · Office Supplies	-221.49	221.49
TOTAL					-221.49	221.49
Check	AP	10/28/2024	Total Merchant Services	1001 · SCCB - Operating Account		-0.50
				5391 · Credit Card Transaction Fees	-0.50	0.50
TOTAL					-0.50	0.50
Check	AP	10/31/2024	Total Merchant Services	1001 · SCCB - Operating Account		-30.20
				5391 · Credit Card Transaction Fees	-30.20	30.20
TOTAL					-30.20	30.20
Check	AP	11/04/2024	Total Merchant Services	1001 · SCCB - Operating Account		-0.25
				5391 · Credit Card Transaction Fees	-0.25	0.25
TOTAL					-0.25	0.25
Check	AP	11/06/2024	FP Mailing Solutions-Online	1001 · SCCB - Operating Account		-1,000.00
				5245 · Postage	-1,000.00	1,000.00
TOTAL					-1,000.00	1,000.00
Bill Pmt -Check	AP	11/08/2024	Ace Hardware Prunedale- ACH	1001 · SCCB - Operating Account		-280.63
Bill	60972/1	10/03/2024		5220 · Water System - Repair & Maint	-4.95	4.95
Bill	60987/1	10/04/2024		5220 · Water System - Repair & Maint	-10.31	10.31
Bill	06102...	10/08/2024		5145 · District Wide Repair & Maint	-26.17	26.17
Bill	06111...	10/15/2024		5220 · Water System - Repair & Maint	-22.17	22.17
Bill	06112...	10/16/2024		5220 · Water System - Repair & Maint	-23.68	23.68
Bill	06112...	10/16/2024		5220 · Water System - Repair & Maint	-49.10	49.10
Bill	06113...	10/16/2024		5220 · Water System - Repair & Maint	-15.06	15.06
Bill	06118...	10/24/2024		5220 · Water System - Repair & Maint	-65.66	65.66
Bill	06120...	10/25/2024		5220 · Water System - Repair & Maint	-6.50	6.50
Bill	06125...	10/30/2024		5220 · Water System - Repair & Maint	-20.42	20.42
Bill	06125...	10/30/2024		5220 · Water System - Repair & Maint	-36.61	36.61
TOTAL					-280.63	280.63
Bill Pmt -Check	AP	11/08/2024	Ace Hardware Watsonville- ACH	1001 · SCCB - Operating Account		-479.09
Bill	233320	10/04/2024		5220 · Water System - Repair & Maint	-32.91	32.91
Bill	233361	10/07/2024		5220 · Water System - Repair & Maint	-30.69	30.69
Bill	233387	10/08/2024		5220 · Water System - Repair & Maint	-17.51	17.51
Bill	233417	10/09/2024		5220 · Water System - Repair & Maint	-16.45	16.45
Bill	233449	10/10/2024		5220 · Water System - Repair & Maint	-32.89	32.89
Bill	233453	10/10/2024		5140 · Building Repair & Maint	-32.88	32.88
Bill	233611	10/17/2024		5220 · Water System - Repair & Maint	-16.45	16.45
Bill	233686	10/22/2024		5220 · Water System - Repair & Maint	-46.68	46.68
Bill	233701	10/22/2024		5140 · Building Repair & Maint	-66.32	66.32
Bill	233754	10/25/2024		5220 · Water System - Repair & Maint	-17.00	17.00
Bill	233846	10/29/2024		5220 · Water System - Repair & Maint	-58.69	58.69
Bill	233842	10/29/2024		5220 · Water System - Repair & Maint	-30.70	30.70
Bill	233878	10/30/2024		5220 · Water System - Repair & Maint	-36.17	36.17
Bill	233878	10/30/2024		5220 · Water System - Repair & Maint	-30.85	30.85
Bill	233900	10/31/2024		5220 · Water System - Repair & Maint	-12.90	12.90
TOTAL					-479.09	508.71
Bill Pmt -Check	AP	11/08/2024	ACWA-JPIA (med ins)-ACH	1001 · SCCB - Operating Account		-16,437.12
Bill	07044...	11/01/2024		5050 · Employee Health Insurance	-15,010.35	15,010.35
				2264 · Employee Insurance Payable	-1,426.77	1,426.77
TOTAL					-16,437.12	16,437.12

Pajaro/Sunny Mesa Community Services District Check Detail - Operating Account October 22 through November 18, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	AP	11/08/2024	ACWA/JPIA Auto & Gen Lia- ACH	1001 · SCCB - Operating Account		-35,668.74
Bill	10/1/2...	10/30/2024		5180 · Casualty Ins/Liability Ins	-35,668.74	35,668.74
TOTAL					-35,668.74	35,668.74
Bill Pmt -Check	AP	11/08/2024	Agee Electric, Inc.- Online	1001 · SCCB - Operating Account		-965.97
Bill	3421	10/07/2024		5220 · Water System - Repair & Maint	-548.74	548.74
Bill	3422	10/07/2024		5220 · Water System - Repair & Maint	-417.23	417.23
TOTAL					-965.97	965.97
Bill Pmt -Check	AP	11/08/2024	AT&T 3439-Online	1001 · SCCB - Operating Account		-31.57
Bill	NOV ...	11/01/2024		5310 · Utilities - Well Site	-31.57	31.57
TOTAL					-31.57	31.57
Bill Pmt -Check	AP	11/08/2024	California Tire Mobil Service- Online	1001 · SCCB - Operating Account		-20.00
Bill	68884	10/16/2024		5270 · Automotive - Repair & Maint	-20.00	20.00
TOTAL					-20.00	20.00
Bill Pmt -Check	AP	11/08/2024	CALNET/ AT&T 2506	1001 · SCCB - Operating Account		-715.44
Bill	OCT ...	11/01/2024		5310 · Utilities - Well Site	-34.40	41.72
				5310 · Utilities - Well Site	-26.28	31.87
				5225 · Street Maintenance	-74.32	90.14
				5310 · Utilities - Well Site	-84.32	102.27
				5231 · Pajaro Park Expense	-51.24	62.15
				5330 · Telephone	-444.88	539.58
TOTAL					-715.44	867.73
Bill Pmt -Check	AP	11/08/2024	Castroville Ace Hardware-ACH	1001 · SCCB - Operating Account		-20.01
Bill	19828...	10/29/2024		5220 · Water System - Repair & Maint	-20.01	20.01
TOTAL					-20.01	20.01
Bill Pmt -Check	AP	11/08/2024	Corbin Willits Systems, Inc-Online	1001 · SCCB - Operating Account		-576.39
Bill	000C...	10/15/2024		5165 · Computer Software	-576.39	576.39
TOTAL					-576.39	576.39
Bill Pmt -Check	AP	11/08/2024	Core & Main- ACH	1001 · SCCB - Operating Account		-753.96
Bill	V8600...	10/21/2024		5145 · District Wide Repair & Maint	-332.20	332.20
Bill	V8618...	10/21/2024		5145 · District Wide Repair & Maint	-374.30	374.30
Bill	V8999...	10/25/2024		5220 · Water System - Repair & Maint	-47.46	47.46
TOTAL					-753.96	753.96
Bill Pmt -Check	AP	11/08/2024	Data Flow Business Systems-Online	1001 · SCCB - Operating Account		-174.18
Bill	404093	10/25/2024		5170 · Office Equipment Repair & Maint	-174.18	174.18
TOTAL					-174.18	174.18
Bill Pmt -Check	AP	11/08/2024	Ferguson Waterworks- ONLINE	1001 · SCCB - Operating Account		-1,861.06
Bill	18735...	10/04/2024		5220 · Water System - Repair & Maint	-889.82	889.82
Bill	18749...	10/17/2024		5220 · Water System - Repair & Maint	-216.21	216.21
Bill	18751...	10/18/2024		5145 · District Wide Repair & Maint	-45.69	45.69
Bill	18752...	10/28/2024		5220 · Water System - Repair & Maint	-709.34	709.34
TOTAL					-1,861.06	1,861.06
Bill Pmt -Check	AP	11/08/2024	GreatAmerica Financial-Online	1001 · SCCB - Operating Account		-472.92

Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
 October 22 through November 18, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	37747...	10/28/2024		5160 · Office Equip Rental	-472.92	472.92
TOTAL					-472.92	472.92
Bill Pmt -Check	AP	11/08/2024	Green Rubber Kennedy Ag- ACH	1001 · SCCB - Operating Account		-60.85
Bill	w-585...	10/30/2024		5220 · Water System - Repair & Maint	-60.85	60.85
TOTAL					-60.85	60.85
Bill Pmt -Check	AP	11/08/2024	ICONIX Waterworks (US), Inc- ACH	1001 · SCCB - Operating Account		-2,140.60
Bill	U241...	10/18/2024		5220 · Water System - Repair & Maint	-409.74	409.74
				5220 · Water System - Repair & Maint	-578.15	578.15
Bill	U241...	10/23/2024	Kristo Kristich	5220 · Water System - Repair & Maint	-1,152.71	1,152.71
TOTAL					-2,140.60	2,140.60
Bill Pmt -Check	AP	11/08/2024	LGM Pump Service-Online	1001 · SCCB - Operating Account		-455.00
Bill	5542	10/11/2024		5220 · Water System - Repair & Maint	-455.00	455.00
TOTAL					-455.00	455.00
Bill Pmt -Check	AP	11/08/2024	MBAS, Inc.- ACH	1001 · SCCB - Operating Account		-2,351.40
Bill	24100...	10/03/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24100...	10/03/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24100...	10/03/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24100...	10/03/2024		5190 · Water Testing- Labs	-54.40	54.40
Bill	24100...	10/03/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24100...	10/03/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24100...	10/03/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24100...	10/03/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24100...	10/03/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24100...	10/03/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24091...	10/07/2024		5190 · Water Testing- Labs	-50.80	50.80
Bill	24091...	10/08/2024		5190 · Water Testing- Labs	-37.00	37.00
Bill	24100...	10/10/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24100...	10/10/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24101...	10/15/2024		5190 · Water Testing- Labs	-88.00	88.00
Bill	24101...	10/15/2024		5190 · Water Testing- Labs	-88.00	88.00
Bill	24100...	10/16/2024		5190 · Water Testing- Labs	-48.80	48.80
Bill	24101...	10/17/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24101...	10/17/2024		5190 · Water Testing- Labs	-81.60	81.60
Bill	24101...	10/17/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24101...	10/17/2024		5190 · Water Testing- Labs	-54.40	54.40
Bill	24100...	10/21/2024		5190 · Water Testing- Labs	-37.00	37.00
Bill	24101...	10/21/2024		5190 · Water Testing- Labs	-30.80	30.80
Bill	24102...	10/22/2024		5190 · Water Testing- Labs	-54.40	54.40
Bill	24100...	10/23/2024		5190 · Water Testing- Labs	-166.00	166.00
Bill	24100...	10/23/2024		5190 · Water Testing- Labs	-83.00	83.00
Bill	24100...	10/23/2024		5190 · Water Testing- Labs	-83.00	83.00
Bill	24100...	10/23/2024		5190 · Water Testing- Labs	-83.00	83.00
Bill	24100...	10/23/2024		5190 · Water Testing- Labs	-83.00	83.00
Bill	24100...	10/23/2024		5190 · Water Testing- Labs	-166.00	166.00
Bill	24100...	10/23/2024		5190 · Water Testing- Labs	-83.00	83.00
Bill	24100...	10/23/2024		5190 · Water Testing- Labs	-83.00	83.00
Bill	24100...	10/23/2024		5190 · Water Testing- Labs	-249.00	249.00
Bill	24102...	10/24/2024		5190 · Water Testing- Labs	-30.80	30.80
Bill	24102...	10/24/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24102...	10/24/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24102...	10/24/2024		5190 · Water Testing- Labs	-54.40	54.40
Bill	24102...	10/24/2024		5190 · Water Testing- Labs	-54.40	54.40
Bill	24100...	10/28/2024		5190 · Water Testing- Labs	-99.60	99.60
TOTAL					-2,351.40	2,351.40
Bill Pmt -Check	AP	11/08/2024	Mid Valley Supply- ACH	1001 · SCCB - Operating Account		-2,065.41
Bill	1278241	10/08/2024		5090 · Other Employee Expense	-72.00	72.00
				5145 · District Wide Repair & Maint	-149.19	149.19
				5220 · Water System - Repair & Maint	-65.09	65.09
				5220 · Water System - Repair & Maint	-130.18	130.18
				5220 · Water System - Repair & Maint	-130.18	130.18
				5220 · Water System - Repair & Maint	-130.18	130.18

Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
 October 22 through November 18, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
				5220 · Water System - Repair & Maint	-195.27	195.27
				5220 · Water System - Repair & Maint	-65.09	65.09
Bill	1278525	10/25/2024		5220 · Water System - Repair & Maint	-412.19	412.19
				5220 · Water System - Repair & Maint	-65.09	65.09
				5220 · Water System - Repair & Maint	-130.18	130.18
				5220 · Water System - Repair & Maint	-130.18	130.18
				5220 · Water System - Repair & Maint	-390.59	390.59
TOTAL					-2,065.41	2,065.41
Bill Pmt -Check	AP	11/08/2024	Orkin Central Coast- ACH	1001 · SCCB - Operating Account		-120.00
Bill	451853	10/25/2024		5140 · Building Repair & Maint	-120.00	120.00
TOTAL					-120.00	120.00
Bill Pmt -Check	AP	11/08/2024	Palace Business Solutions-ACH	1001 · SCCB - Operating Account		-280.43
Bill	23777...	10/02/2024		5240 · Office Supplies	-146.01	205.79
Bill	23792...	10/09/2024		5240 · Office Supplies	-134.42	134.42
TOTAL					-280.43	340.21
Bill Pmt -Check	AP	11/08/2024	PG&E 1438-Online	1001 · SCCB - Operating Account		-1,929.64
Bill	9/24/2...	10/23/2024		5310 · Utilities - Well Site	-1,929.64	1,929.64
TOTAL					-1,929.64	1,929.64
Bill Pmt -Check	AP	11/08/2024	PG&E 6022-Online	1001 · SCCB - Operating Account		-21.10
Bill	9/19/2...	10/17/2024		5315 · Utilities - Street Lighting	-21.10	21.10
TOTAL					-21.10	21.10
Bill Pmt -Check	AP	11/08/2024	PG&E 6857-Online	1001 · SCCB - Operating Account		-7,181.04
Bill	9/25/2...	10/24/2024		5310 · Utilities - Well Site	-2,406.00	2,406.00
				5310 · Utilities - Well Site	-1,589.17	1,589.17
				5130 · Utilities - Office	-240.19	240.19
				5310 · Utilities - Well Site	-211.11	211.11
				5315 · Utilities - Street Lighting	-2,734.57	2,734.57
TOTAL					-7,181.04	7,181.04
Bill Pmt -Check	AP	11/08/2024	Pure Water- ACH	1001 · SCCB - Operating Account		-11,090.60
Bill	443789	11/01/2024	State Water Resources Control Board	5427 · Improvement Project-Springfield	-2,553.00	2,553.00
Bill	443790	11/01/2024	State Water Resources Control Board	5427 · Improvement Project-Springfield	-8,537.60	8,537.60
TOTAL					-11,090.60	11,090.60
Bill Pmt -Check	AP	11/08/2024	Santa Cruz Answering Service-ACH	1001 · SCCB - Operating Account		-123.36
Bill	1009 ...	10/22/2024		5330 · Telephone	-123.36	123.36
TOTAL					-123.36	123.36
Bill Pmt -Check	AP	11/08/2024	Singh Computech- ACH	1001 · SCCB - Operating Account		-270.00
Bill	10389	10/28/2024		5165 · Computer Software	-270.00	270.00
TOTAL					-270.00	270.00
Bill Pmt -Check	AP	11/08/2024	Valvoline- online	1001 · SCCB - Operating Account		-231.76
Bill	91742	10/08/2024		5270 · Automotive - Repair & Maint	-115.88	115.88
Bill	92125	10/15/2024		5270 · Automotive - Repair & Maint	-115.88	115.88
TOTAL					-231.76	231.76
Bill Pmt -Check	AP	11/08/2024	Vestis	1001 · SCCB - Operating Account		-418.47

Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
 October 22 through November 18, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	51105...	10/03/2024		5140 · Building Repair & Maint	-57.53	57.53
Bill	51105...	10/10/2024		5140 · Building Repair & Maint	-122.94	122.94
Bill	51105...	10/17/2024		5140 · Building Repair & Maint	-57.53	57.53
Bill	51105...	10/24/2024		5140 · Building Repair & Maint	-122.94	122.94
Bill	51105...	10/31/2024		5140 · Building Repair & Maint	-57.53	57.53
TOTAL					-418.47	418.47
Bill Pmt -Check	AP	11/08/2024	WM / Carmel Marina - Office-Online	1001 · SCCB - Operating Account		-426.40
Bill	00970...	11/01/2024		5150 · Garbage Service	-426.40	426.40
TOTAL					-426.40	426.40
Check	AP	11/12/2024	Total Merchant Services	1001 · SCCB - Operating Account		-0.25
				5391 · Credit Card Transaction Fees	-0.25	0.25
TOTAL					-0.25	0.25
Check	AP	11/18/2024	Total Merchant Services	1001 · SCCB - Operating Account		-0.25
				5391 · Credit Card Transaction Fees	-0.25	0.25
TOTAL					-0.25	0.25
Bill Pmt -Check	AP	11/18/2024	Amerigas	1001 · SCCB - Operating Account		-420.49
Bill	31701...	11/01/2024		5360 · Fuel - Generator	-420.49	420.49
TOTAL					-420.49	420.49
Bill Pmt -Check	AP	11/18/2024	AT&T 1782-Online	1001 · SCCB - Operating Account		-31.57
Bill	11/7/2...	11/07/2024		5310 · Utilities - Well Site	-31.57	31.57
TOTAL					-31.57	31.57
Bill Pmt -Check	AP	11/18/2024	AT&T 2627-Online	1001 · SCCB - Operating Account		-31.57
Bill	11/7/2...	11/07/2024		5310 · Utilities - Well Site	-31.57	31.57
TOTAL					-31.57	31.57
Bill Pmt -Check	AP	11/18/2024	AT&T 6542-Online	1001 · SCCB - Operating Account		-61.81
Bill	11/7/2...	11/07/2024		5310 · Utilities - Well Site	-61.81	61.81
TOTAL					-61.81	61.81
Bill Pmt -Check	AP	11/18/2024	Canon Financial Services Inc.	1001 · SCCB - Operating Account		-364.64
Bill	36155...	11/06/2024		5160 · Office Equip Rental	-364.64	364.64
TOTAL					-364.64	364.64
Bill Pmt -Check	AP	11/18/2024	Elan-Online	1001 · SCCB - Operating Account		-998.68
Bill		11/15/2024		2910 · Elan	-998.68	2,628.23
TOTAL					-998.68	2,628.23
Bill Pmt -Check	AP	11/18/2024	PARS- ACH	1001 · SCCB - Operating Account		-532.97
Bill	56658	11/08/2024		5005 · Administrative Fees	-532.97	532.97
TOTAL					-532.97	532.97
Bill Pmt -Check	AP	11/18/2024	PG&E 0819-Online	1001 · SCCB - Operating Account		-11,946.29
Bill	9/3/24...	11/01/2024		5310 · Utilities - Well Site	-5,149.16	5,149.16
				5310 · Utilities - Well Site	-3,209.82	3,209.82

Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
 October 22 through November 18, 2024

November 18, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
				5310 · Utilities - Well Site	-475.15	475.15
				5310 · Utilities - Well Site	-1,289.50	1,289.50
				5310 · Utilities - Well Site	-234.53	234.53
				5315 · Utilities - Street Lighting	-109.04	109.04
				5310 · Utilities - Well Site	-1,479.09	1,479.09
TOTAL					-11,946.29	11,946.29
Bill Pmt -Check	AP	11/18/2024	Tom's Site Service- ACH	1001 · SCCB - Operating Account		-220.11
Bill	98095	11/03/2024		5145 · District Wide Repair & Maint	-220.11	220.11
TOTAL					-220.11	220.11
Check	PARS	10/30/2024	US Bank - PARS #6746022400	1001 · SCCB - Operating Account		-4,990.65
				5070 · Employee Retirement	-4,990.65	4,990.65
TOTAL					-4,990.65	4,990.65
Check	PARS	11/13/2024	US Bank - PARS #6746022400	1001 · SCCB - Operating Account		-4,951.92
				5070 · Employee Retirement	-4,951.92	4,951.92
TOTAL					-4,951.92	4,951.92
Bill Pmt -Check	26005	11/08/2024	Monterey County Tax Collector	1001 · SCCB - Operating Account		-2,938.32
Bill	133-2...	10/01/2024		5120 · Property Taxes	-30.62	30.62
				5310 · Utilities - Well Site	-265.50	265.50
Bill	117-3...	10/01/2024		5120 · Property Taxes	-482.86	482.86
				5130 · Utilities - Office	-720.00	720.00
Bill	117-2...	10/01/2024		5120 · Property Taxes	-441.90	441.90
Bill	117-1...	10/01/2024		5120 · Property Taxes	-48.38	48.38
Bill	117-1...	10/01/2024		5120 · Property Taxes	-68.02	68.02
Bill	117-2...	10/01/2024		5120 · Property Taxes	-105.14	105.14
Bill	117-2...	10/01/2024		5120 · Property Taxes	-253.32	253.32
Bill	117-2...	10/01/2024		5120 · Property Taxes	-90.12	90.12
Bill	117-3...	10/01/2024		5120 · Property Taxes	-155.96	155.96
Bill	131-0...	10/01/2024		5120 · Property Taxes	-19.26	19.26
Bill	125-1...	10/01/2024		5120 · Property Taxes	-47.94	47.94
Bill	125-1...	10/01/2024		5120 · Property Taxes	-38.02	38.02
Bill	117-1...	10/01/2024		5120 · Property Taxes	-66.10	66.10
Bill	117-1...	10/01/2024		5120 · Property Taxes	-23.02	23.02
Bill	413-0...	10/01/2024		5120 · Property Taxes	-82.16	82.16
TOTAL					-2,938.32	2,938.32
Bill Pmt -Check	26006	11/08/2024	Noland, Hamerly, Etienne & Hoss	1001 · SCCB - Operating Account		-2,268.00
Bill	inv 25...	11/01/2024		5250 · Legal Expenses	-2,268.00	2,268.00
TOTAL					-2,268.00	2,268.00
Bill Pmt -Check	26007	11/08/2024	Santa Cruz County Bank	1001 · SCCB - Operating Account		-566.04
Bill	ACCT...	10/22/2024		2256 · Vehicle Loan Payable	-540.45	540.45
				5256 · Interest Exp-Financed Items	-25.59	25.59
TOTAL					-566.04	566.04
Bill Pmt -Check	26019	11/15/2024	Santa Cruz Landscape & Maintenance	1001 · SCCB - Operating Account		-5,200.00
Bill	Beauti...	11/15/2024	The County of Monterey	5445 · Paj. Small Bus. Assist. Program	-5,200.00	12,000.00
TOTAL					-5,200.00	12,000.00

Pajaro/Sunny Mesa Community Services District
Check Detail - Reserve Account
 October 22 through November 18, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	AP	11/08/2024	Core & Main- ACH	1002 · SCCB Reserve Account		-3,307.58
Bill	V8013...	10/10/2024		1808 · CIP-Normco	-3,307.58	3,307.58
TOTAL					-3,307.58	3,307.58
Bill Pmt -Check	AP	11/08/2024	J Johnson & Company, Inc.- ACH	1002 · SCCB Reserve Account		-20,640.78
Bill	24-00...	10/24/2024		1808 · CIP-Normco	-20,640.78	20,640.78
TOTAL					-20,640.78	20,640.78
Bill Pmt -Check	126	11/05/2024	Monterey County	1002 · SCCB Reserve Account		-98.48
Bill	inv #2...	10/18/2024		5427 · Improvement Project-Springfield	-98.48	98.48
TOTAL					-98.48	98.48

Pajaro/Sunny Mesa Community Services District
Check Detail - Pajaro Park Account
October 22 through November 18, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	AP	11/06/2024	AT&T- 2458 Paj Park Uverse	1036 · PSM Pajaro Park Acct		-79.20
Bill	acct 3...	10/13/2024		5231 · Pajaro Park Expense	-79.20	79.20
TOTAL					-79.20	79.20
Bill Pmt -Check	AP	11/08/2024	Ace Hardware Watsonville- ACH	1036 · PSM Pajaro Park Acct		-46.07
Bill	233740	10/24/2024		5231 · Pajaro Park Expense	-46.07	46.07
TOTAL					-46.07	46.07
Bill Pmt -Check	AP	11/08/2024	CALNET/ AT&T 2506	1036 · PSM Pajaro Park Acct		-62.15
Bill	OCT ...	11/01/2024		5310 · Utilities - Well Site	-2.98	41.72
				5310 · Utilities - Well Site	-2.28	31.87
				5225 · Street Maintenance	-6.46	90.14
				5310 · Utilities - Well Site	-7.33	102.27
				5231 · Pajaro Park Expense	-4.45	62.15
				5330 · Telephone	-38.65	539.58
TOTAL					-62.15	867.73
Bill Pmt -Check	AP	11/08/2024	Mid Valley Supply- ACH	1036 · PSM Pajaro Park Acct		-212.62
Bill	1278425	10/18/2024		5231 · Pajaro Park Expense	-212.62	212.62
TOTAL					-212.62	212.62
Bill Pmt -Check	AP	11/08/2024	Panther Protective Services- ACH	1036 · PSM Pajaro Park Acct		-475.00
Bill	00001...	10/29/2024		5231 · Pajaro Park Expense	-475.00	475.00
TOTAL					-475.00	475.00
Bill Pmt -Check	AP	11/08/2024	PG&E 3540 Pajaro Park-Online	1036 · PSM Pajaro Park Acct		-124.61
Bill	9/18/2...	10/17/2024		5231 · Pajaro Park Expense	-124.61	124.61
TOTAL					-124.61	124.61
Bill Pmt -Check	AP	11/08/2024	WM / Carmel Marina - Pajaro Park-On...	1036 · PSM Pajaro Park Acct		-426.40
Bill	00977...	11/01/2024		5231 · Pajaro Park Expense	-426.40	426.40
TOTAL					-426.40	426.40
Bill Pmt -Check	AP	11/18/2024	Elan-Online	1036 · PSM Pajaro Park Acct		-1,629.55
Bill		11/15/2024		2910 · Elan	-1,629.55	2,628.23
TOTAL					-1,629.55	2,628.23
Bill Pmt -Check	857	11/08/2024	Monterey County Tax Collector	1036 · PSM Pajaro Park Acct		-3,181.26
Bill	117-3...	10/01/2024		5231 · Pajaro Park Expense	-155.94	155.94
Bill	117-3...	10/01/2024		5231 · Pajaro Park Expense	-1,839.76	1,839.76
Bill	117-3...	10/01/2024		5231 · Pajaro Park Expense	-1,185.56	1,185.56
TOTAL					-3,181.26	3,181.26

Pajaro/Sunny Mesa Community Services District
Check Detail - Street Maintenance Account
October 22 through November 18, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	AP	11/08/2024	C.C.O.I Gate & Fence-Online	1004 · SCCB - Street Maint Acct		-3,260.00
Bill	36521...	10/01/2024		5225 · Street Maintenance	-3,260.00	3,260.00
TOTAL					-3,260.00	3,260.00
Bill Pmt -Check	AP	11/08/2024	CALNET/ AT&T 2506	1004 · SCCB - Street Maint Acct		-90.14
Bill	OCT s...	11/01/2024		5310 · Utilities - Well Site	-4.34	41.72
				5310 · Utilities - Well Site	-3.31	31.87
				5225 · Street Maintenance	-9.36	90.14
				5310 · Utilities - Well Site	-10.62	102.27
				5231 · Pajaro Park Expense	-6.46	62.15
				5330 · Telephone	-56.05	539.58
TOTAL					-90.14	867.73
Bill Pmt -Check	AP	11/08/2024	Pajaro/Sunny Mesa Comm Svcs Dist	1004 · SCCB - Street Maint Acct		-132.73
Bill	OCT ...	11/01/2024		5225 · Street Maintenance	-132.73	132.73
TOTAL					-132.73	132.73



October 4, 2024

Pajaro/Sunny Mesa Community Services District
Attention: Judith Vasquez-Varela, General Manager
136 San Juan Road
Royal Oaks, CA 95076

SUBJECT: Proposal for Professional Engineering Services for the Springfield Water System Consolidation Project – Engineering Services During Construction and Construction Management

Dear Ms. Vasquez-Varela:

Thank you for the opportunity to submit this proposal for engineering services during construction, and construction management services for the Springfield Water System Consolidation Project (Project) for the Pajaro/Sunny Mesa Community Services District (PSMCSD or District).

Project Understanding

The Pajaro/Sunny Mesa Community Services District acquired the Springfield Mutual Water Company in 2005. The water system, now called the Springfield Water System, currently serves approximately 34 residences along Struve Road. The existing Springfield Water System is fed by a single shallow well, designated as Springfield Well No. 1, with documented water quality problems for several contaminants, including nitrates exceeding the maximum contaminant level established by the State of California by up to five times. Since the acquisition, the District has been working to improve the water quality delivered to residents.

In 2015 the District entered into contract with MNS Engineers, Inc. (MNS) to provide engineering alternatives analysis, hydrogeologic investigation and prepare engineering documents for a test well. Following preparation of bid documents, the District entered into a contract with Majoria Well Drilling for the installation of the test well. The test well was evaluated by MNS Engineers' subconsultant and determined to be a good source of water for an expanded water system to serve the Springfield Water System. The State and County requested the District consider consolidation of water systems in the Springfield area. The Project will equip this new well and provide additional infrastructure to service the area.

MNS is currently finalizing bid documents for construction of the Project under contract with the Community Water Center (CWC). The Project includes:

1. Site development and water infrastructure at the Moss Landing Middle School site, including well equipping, electrical and chlorination building, fencing, storage tanks, booster pump station, disinfection system, electrical improvements, instrumentation and controls, and other improvements to develop a complete water supply system.

MNS DETAILS

LEGAL NAME

MNS Engineers, Inc.

FIRM OWNERSHIP TYPE

C-Corporation

YEAR FIRM ESTABLISHED

1962

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

DIR No. 1000003564

CORPORATE OFFICE

201 N. Calle Cesar Chavez,
Suite 300

Santa Barbara, CA 93103

805.692.6921 Office/Fax

mnsengineers.com

LOCAL OFFICE

811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401

(805) 787-0326

PROJECT CONTACT/ AUTHORIZED SIGNATURE

Nick Panofsky, PE

Vice-President

(805) 592-2074

Npanofsky@MNSengineers.com



2. Potable water transmission and distribution infrastructure including approximately 6,100 linear feet of 6" and 6,500 linear feet of 8" PVC piping within public roads and easements. A jack and bore crossing under State Route 1 is required.
3. Lateral connections and water meters for each connection along the alignment.

Scope of Work

MNS has customized this proposal to meet the needs of the Project. The scope of work has been divided into subtasks. Task 1 includes engineering support services during construction. Task 2 includes pre-construction contractor oversight and project initiation. Tasks 3 and 4 include construction management, inspection and project closeout.

Task 1 – Engineering Support Services During Construction

Our staff will support the District through the construction process as described in the following subtasks. The MNS design team includes SSG Structural Engineers (SSG), and IRJ Engineers (IRJ) to provide structural engineering and electrical engineering support during construction, respectively. Proposals for services to be provided by SSG and IRJ are provided as attachments.

Subtask 1.1 – Construction Meetings

MNS' Project Manager and Senior Project Engineer will attend the pre-construction meeting, which is anticipated to be completed virtually. We have also budgeted for the MNS Senior Project Engineer to attend up to 88 additional weekly video conference meetings during construction, and the MNS Project Manager to attend 24 weekly video conference meetings during construction.

Subtask 1.2 – Submittal Review

MNS design staff will review Contractor shop drawings and submittals requiring technical input from the Construction Manager for conformance with the Project drawings and specifications. For budgeting, we have assumed 80 technical submittals with 60 requiring re-submittal. We will prepare a Shop Drawing Review Letter (SDRL) for each submittal and maintain a Submittal Log. We have assumed all submittals and SDRLs will be transmitted electronically.

Subtask 1.3 – Tank Submittal Review

The MNS design team will review the tank shop drawing submittal, and associated foundation design submittal for conformance with the plans and specifications, as well as the design calculations. A Shop Drawing Review Letter will be developed and submitted to the District. For the purpose of this proposal, we have assumed two resubmittals will be required for this shop drawing.

Subtask 1.4 – Respond to RFIs/RFCs

MNS will prepare responses to requests for information/clarification (RFI/RFCs) forwarded by the construction management team from the Contractor, or develop recommendations based on changed field conditions. We have assumed responses will be prepared for a total of 32 RFIs/RFCs.



Subtask 1.5 – Contract Change Order Support

MNS will review submitted contract change orders for validity with respect to the contract documents. If appropriate, MNS will provide revisions to the contract documents to provide a basis for development of contract change orders. We have assumed 8 change orders will require support during construction of the Project.

Subtask 1.6 – Start-up Support

MNS will support the District with start-up of the Project. Prior to start-up of the facility, MNS will review the Contractor's start-up and testing procedures. The MNS Project Manager and Project Engineer will attend start-up and testing operations of the facility. We assume one day on site will be required.

Subtask 1.7 – Project Closeout

MNS staff will assist in developing a Project punch list. Once complete, MNS will prepare a letter documenting that the Project has been completed in accordance with the contract documents. The letter will be stamped and signed by a professional engineer, registered in California.

Subtask 1.8 – Record Drawings

MNS will prepare record drawings based on a single consolidated set of Construction Manager and Contractor red-line drawings. Record drawings will be prepared using the latest version of AutoCAD and will be transmitted to the District within four weeks of receipt of red-line drawings. We will provide electronic versions of the record drawings in both AutoCAD and Adobe PDF format.

Deliverables:

- SDRLs (143)
- Responses to RFIs/RFCs (32)
- Project Punch List
- Project Completion Letter
- Record Drawings

Task 2 – Pre-Construction Support

MNS proposes to provide the following scope of work prior to the start of construction.

Subtask 2.1 – Project Initiation

The MNS Construction Manager will verify the Contractor's contractual obligations and District's concerns are consistently met. These include the following: Stormwater Best Management Practices (BMPs) and Environmental Compliance Monitoring measures per the contract documents; verification of subcontractors listed in the original bid; conformed set of contract documents utilized by the Contractor; verification of Contractor's project manager and project superintendent minimum qualifications per the bid documents if applicable; and verification of Contractor's reference projects. The MNS Construction Manager will also verify the Payment and Performance Bonds meet the contract minimum requirements.



The MNS Construction Manager will also verify and communicate the Contract Documents Order of Precedence to the Contractor for resolution of conflicting contract documents. The Construction Manager will establish a clear chain of command and a clearly defined project organization chart.

- Documentation of compliance to contract agreement terms and conditions
- Order of Precedence Memorandum to key Stakeholders
- Organizational Chart and Chain of Command memorandum to key Stakeholders

Subtask 2.2 – Project Kick-off Meeting

The MNS Construction Manager will meet with District staff to establish parameters including inspection needs, and procedures for contract change orders, submittal review and approval, requests for information (RFIs), procedures for progress payments, and quality control. We will also review project administration requirements.

Deliverables:

- Meeting Agenda and Minutes

Subtask 2.3 – Coordination with District Staff

MNS will proactively coordinate with District staff to receive their input; address their concerns; obtain District concurrence on Project sequencing plan, cost, or schedule changes to ensure continuity of water system construction quality and operations and maintain open communication regarding Project status.

Deliverables:

- Meeting Minutes regarding sitewide activity scheduling coordination with District staff as needed.

Task 3 – Construction

MNS proposes to provide the following scope of work during construction.

Subtask 3.1 – Project Management - Construction

MNS will provide contract administration services as required to maintain accurate documentation of the construction. It is our intent to support the District through the construction for this Project. Throughout the construction process, MNS staff will be available to the District. Project records and documentation will be available to all members of the Project team.

The MNS Construction Manager will act as the point contact between the Contractor, material testing technicians, design team, District Environmental Consultant, and District staff during the construction phase of the work. Timely, accurate and relevant information will be communicated to key stakeholders as a basis for decision making, using the latest Project information from the electronic contract administration software platform.

MNS has budgeted \$10,000 for reimbursable expenses in this subtask for costs for miscellaneous lodging, office supplies and technical support for the Construction Management / Closeout Phases of the Project.

Subtask 3.2 – Project Internal Meetings

MNS will prepare agendas and meeting minutes for Project internal meetings monthly to provide Project coordination and construction schedule and cost control. Meeting minutes will be published and distributed. We have budgeted for the MNS Construction Manager to develop agendas for, and to lead, 18 monthly Project Meetings during the 18-month active



construction window. MNS will prepare the meeting notes and distribute them to the key stakeholders via electronic document management software.

Deliverables:

- 18 Meeting Agendas and Minutes

Subtask 3.3 – Pre-Construction Conference

The pre-construction conference will be held with key Project stakeholders and the Contractor shortly after awarding the construction contract. It will cover scope, operations coordination, submittal procedures, safety, invoicing, labor complaints and associated protocols to be utilized throughout the Project. MNS will develop the agenda and lead the conference as well as develop the meeting minutes for the team.

Deliverables:

- Meeting Agenda and Meeting Minutes

Subtask 3.4 – Weekly Contractor Meetings

Weekly Contractor Meetings will address the day-to-day Project progress and issues including procurement issues as perceived by MNS, District staff and other stakeholders. MNS will develop the agenda, lead the meeting, and distribute the minutes. This meeting will address the schedule, scope changes, submittals, safety, on-site coordination, and logistics issues.

For the purposes of this proposal, it is assumed that one MNS construction management team member will attend one meeting per week for a period of eighteen months for a total of 72 meetings.

The Contractor will also review the three-week-look-ahead schedule with the team. The overall Project schedule and budget will be discussed along with the review of the submittal, RFI, and Contract Change Order (CCO) logs.

MNS will also attend meetings with the District, Contractor, and other staff as appropriate to aid in the communication between the various project stakeholders during construction. MNS will prepare the meeting agenda and minutes.

Deliverables:

- 72 Meeting Agendas and Meeting Minutes

Subtask 3.5 – Submittal Management

MNS will manage the review of all submittals, shop drawings, safety plan and other submittals for general conformance with contract document submittal requirements. Technical submittal reviews will be coordinated with the design team as needed for technical support. It is assumed MNS will receive all submittals in an electronic format.

Deliverables:

- Submittal and Resubmittal Reviews

Subtask 3.6 – RFI Review

MNS will review, coordinate and resolve issues with the design team, in a timely manner. Responses will be coordinated with the design team, field staff, and District staff. Responses to RFIs and other requests will be addressed in a timely manner. A running log of RFIs and current status will be maintained.

**Deliverables:**

- RFI Responses

Subtask 3.7 – Correspondence and Reports:

MNS will furnish correspondence, bulletins, and reports on a regular basis as dictated by the Project and as required by the District. Other correspondence will be produced as appropriate to the Project status.

Subtask 3.8 – Labor Compliance:

MNS will coordinate and be supported by 360 PSM, who will spot review Contractors' certified payrolls for wage compliance in accordance with the California Department of Industrial Relations (DIR) requirements. A detailed proposal for services to be provided by 360PSM is included as an attachment to this proposal. MNS will work with PSM360 to inform the District of identified infractions and the recommendations to remedy identified non-compliance issues. Certified payrolls will also be used to confirm actual pay rates for labor reported in Extra Work Bills for work performed at force account. A proposal detailing services to be provided by 360PSM is provided as an attachment to this proposal.

Deliverables:

- Monthly Review Reports during Construction Management / Closeout Phases of the Project.

Subtask 3.9 – Construction Schedule:

MNS will coordinate with the Contractor to verify maintenance of an up-to-date computerized schedule in critical path format. MNS will review the Contractor's baseline and monthly CPM schedule updates, coordinate changes, and forward written conclusions to the District. We will review the same to verify milestone dates and any shutdown dates are realized in the schedule. MNS will notify the District and the Contractor when the Project schedule slips by more than 10% and request a recovery schedule from the Contractor.

Deliverables:

- Monthly Schedule Review Reports during Pre-Construction, Construction Management and Close-out Phases

Subtask 3.10 – Cost Control:

MNS will review and monitor contract progress. Construction costs will be carefully managed in an effort to contain expenditures within the available budget. The Project's document control system will track and monitor the actual construction costs on the Project. Tracking contract item payments and quantities will be incorporated into a progress payment tracking spreadsheet. Contract change order payments, extra work, supplemental work, item overruns and underruns will also be tracked. The Project contingency balance will be verified as part of the monthly progress pay estimate review and submittal. MNS will work closely with the District to monitor Project costs and forecast potential additional costs due to Project conditions or changes.

Deliverables:

- Monthly Cost Control Spreadsheet Reports providing budgeted costs versus expended costs and estimates to complete will be provided.



Subtask 3.11 – Change Order Processing and Review:

MNS will strive to anticipate and address potential problems before they occur, assist the District with timely review of RFIs, process change orders promptly, review the Contractor's schedule, and provide an experienced review of the Project work. If unforeseen conditions occur, MNS will identify and help resolve cost and schedule related issues to keep the Project on schedule and within budget to the extent feasible. During construction, MNS will work to reduce or minimize third party impacts to the work and notify the District and Contractor in a timely manner such that the schedule is not disrupted.

MNS will collaborate with the District and Contractor in the review and comments of the Contractor's change orders. MNS will utilize our in-depth construction management experience to determine the reasonableness of the Contractor's change order costs; we will review and evaluate proposed changes to ensure compliance with the original design intent of the Project. For the purposes of this proposal, we have assumed review and negotiation of ten change orders during construction. MNS will maintain a log of all changes during construction.

Deliverables:

- Change order reviews and MNS recommendations will be provided by MNS competent and experienced staff.

Subtask 3.12 – Progress Pay Requests:

MNS will keep accurate and complete quantity calculations. Item quantities will be checked during onsite construction observations as well as tracking extra work performed. MNS will assist the District in ensuring accurate and timely monthly estimates for the Project.

Deliverables:

- MNS will provide monthly progress payment reviews and recommendations to provide the District with the verified or corrected installed work-in-place percentages in a memorandum to process the monthly invoices from the Contractor. This task will be performed during Pre-Construction, Construction Management, and Close-out phases.

Subtask 3.13 – Construction Inspection:

MNS will provide an on-site Assistant Resident Engineer (ARE) for the construction operations and inspections. The ARE's primary duties will be to inspect and verify work in place meets the requirements of the contract plans and specifications. Responsibilities include:

- Inspection diaries
- Photo record maintenance
- Record drawing maintenance
- Verification of material and equipment
- Quality assurance
- Acceptance/performance testing

We have scheduled inspection (2,614 total hours for Assistant Resident Engineer, and 180 for specialty Electrical/I&C) for an 18-month estimated construction duration for this project. Inspection is estimated to be on an as-needed basis, and is



assumed to be part-time for 6 months, and full-time for 12 months; actual inspection time will be dictated by the Contractor's schedule and operations.

MNS has included a Start-up Engineer with specialized expertise to support the ARE during the start-up and commissioning of the Project in the final two months of construction. We have allocated 120 hours for the Start-up Engineer.

Daily inspection reports will detail weather conditions, status of work, and the location and type of work performed by the Contractor. Inspection reports will include documentation of the craft labor, equipment, description of work, and quantities.

Deliverables:

- Daily Construction Inspection reports developed by the MNS Inspection team as noted above will be furnished to the District via Microsoft Office based electronic software including Excel and Word software customized for the Project or cloud-based document management platform.

Subtask 3.14 – Materials Testing/Special Inspection

MNS will coordinate with Pacific Crest Engineering to provide materials testing, geotechnical testing, and special inspection to verify installed materials meet Project requirements. A detailed scope of work for the services to be provided for this task by Pacific Crest Engineering is included as an attachment to this proposal.

Deliverables:

- Material testing reports as required by the contract documents will be distributed via Cloud-Based Microsoft Office Word and Excel based documentation to all relevant stakeholders.

Subtask 3.15 – Start-up and Commissioning

MNS will review the Contractor's detailed startup and commissioning plan and schedule. MNS will coordinate with the Contractor and District staff for the commissioning of the new system. We will assist with troubleshooting and addressing corrective actions that may be required.

Subtask 3.16 – Environmental Compliance

MNS will coordinate with the District's Environmental Consultant to provide environmental permitting compliance services prior to, and during construction

TASK 4.0 – Project Closeout

We have assumed 276 hours to complete tasks included in the Project closeout task; no additional budget is allocated to this task.

Final Job Walk and Punch List Preparation. MNS' Construction Manager will attend a final job walk in the presence of the District prior to the completion of construction. The Construction Manager will administer the specifications' final acceptance requirements and develop a deficiency list (punch list) for the work performed, notify the Contractor, and re-inspect the completed work.

Based on the results of the punch list, MNS will make a written recommendation to the District to accept the completed work following the completion of punch list items.

O&M Manual and Warranty Coordination. MNS will coordinate with the MNS design team and the Contractor to confirm required O&M manuals and maintenance manuals are submitted in accordance with contract requirements. We will also



verify warranty information is submitted and we will assist the District during this period if corrective work is required by the Contractor.

Review Contractor's Redlines

It is assumed the Contractor will be responsible for documenting all variations from the contract documents and will provide that information to MNS on a single official project redlined plan set, which is maintained by the District and the Contractor during project construction. The MNS Construction Manager will verify the Contractor's redlined drawings are maintained to reflect the installed conditions at the site.

Closeout. Upon satisfactory completion of all contract work, we will perform a final inspection, compile final invoices, assemble and submit contract closeout packages, prepare project closeout files and reports, and recommend final acceptance of the Project.

Deliverables:

- Record drawings
- Punch lists
- Recommendation to Accept Completed Work (Notice of Completion)
- Engineer's Certificate of Project Completion

Schedule

This proposal is based on a project duration of 22 months with an assumed notice to proceed for construction in January 2025. The 22-month project duration includes a pre-construction phase of 2 months, a construction phase of 18 months, and a post-construction phase of 2 months.

Fees

A proposed fee for the work described herein has been developed based on the current 2024 MNS fee schedule, provided as an attachment. A 5% per year escalation factor has been applied to the total fees for both design and construction management activities.

Separate detailed fee proposal spreadsheets are attached for Engineering Support During Construction and Construction Management services. All fees are in accordance with the fee schedule included in the MNS on-call engineering services contract. A summary of the proposed fees is provided in the following table.

Task	Fee
Task 1 – Engineering Support During Construction	\$197,281
Task 2 – Pre-Construction Support	\$25,200
Task 3 – Construction Management	\$1,289,019
Task 4 – Project Closeout	\$66,184
Total	\$1,577,684



Assumptions

We have included the following assumptions in preparing this proposal:

- The Contractor is responsible for Project construction site safety. MNS field staff will review the site and notify the Contractor of unsafe conditions observed and verify the safety concerns have been properly addressed.
- MNS has assumed that all Construction work will be performed during normal work hours. No overtime for holidays or weekends is included.

Closing

Thank you for the opportunity to submit this proposal. We are excited and look forward to working with the District. Please feel free to contact me with any questions you may have about our amendment request at 805.592.2074 or npanofsky@mnsengineers.com. Thank you for your consideration.

Sincerely,
MNS Engineers, Inc.

A handwritten signature in black ink, appearing to read "Nick Panofsky".

Nick Panofsky, PE
Vice President

Attachments: Project Schedule
2024 MNS Standard Fee Schedule
Detailed Fee Estimates
SSG Proposal
IRJ Proposal
Pacific Crest Engineering Proposal
360PSM Proposal



2024 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$340
Senior Project/Program Manager.....	325
Project/Program Manager.....	275
Assistant Project/Program Manager.....	255
Senior Project Coordinator.....	195
Project Coordinator.....	165

ENGINEERING

Principal Engineer.....	\$305
Lead Engineer.....	270
Supervising Engineer.....	255
Senior Project Engineer.....	235
Project Engineer.....	210
Associate Engineer.....	190
Assistant Engineer.....	175

SURVEYING

Principal Surveyor.....	\$280
Lead Surveyor.....	270
Supervising Surveyor.....	230
Senior Project Surveyor.....	210
Project Surveyor.....	185
Associate Project Surveyor.....	175
Assistant Project Surveyor.....	160
Party Chief (PW).....	190
Chainperson (PW).....	160
One-Person Survey Crew (PW).....	225

TECHNICAL SUPPORT

CADD Manager.....	\$210
Supervising Technician.....	180
Senior Technician.....	170
Engineering Technician.....	130

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

CONSTRUCTION MANAGEMENT

Principal Construction Manager.....	\$335
Senior Construction Manager.....	290
Senior Resident Engineer.....	280
Resident Engineer.....	270
Structure Representative.....	260
Construction Manager.....	230
Assistant Resident Engineer.....	215
Sr. Construction Inspector (PW).....	198
Construction Inspector (PW).....	188
Office Administrator.....	135

PLANNING

Planning Director.....	\$235
City Planner/Planning Manager.....	220
Principal Planner.....	205
Senior Planner.....	190
Associate Planner.....	160
Assistant Planner.....	135
Planning Technician.....	115

ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$195
Management Analyst.....	165
IT Technician.....	150
Graphics/Visualization Specialist.....	160
Administrative Assistant.....	105

GOVERNMENT SERVICES

City Engineer.....	\$265
Deputy City Engineer.....	235
Assistant City Engineer.....	225
Plan Check Engineer.....	185
Permit Engineer.....	175
City Inspector.....	175
Senior City Inspector (PW).....	198
City Inspector (PW).....	188
Principal Stormwater Specialist.....	190
Senior Stormwater Specialist.....	180
Stormwater Specialist.....	170
Stormwater Technician.....	150
Building Official.....	250
Senior Building Inspector.....	200
Building Inspector.....	175
Senior Grant Writer.....	190
Grant Writer.....	180
Associate Grant Writer.....	160
Assistant Grant Writer.....	145

Engineering Services During Construction
 Springfield Water System Consolidation Project
 Pajaro / Sunny Mesa Community Services District



	2024 Rate W/ Escalation	ENGINEERING					Total Resource Hours	Total Hours*Rate	SUBCONSULTANTS			Total MNS Resource Costs	Total Subconsultant Costs & All Reimbursable Expenses With 15% Markup	Total		
		PM	Principal Engineer	Supervising Engineer (AV)	Senior Project Engineer	Associate Engineer			Supervising CADD Technician	Subconsultant Participation	IRU Engineers				SSG	Total Subconsultant Costs
1- Engineering Support Services During Construction	Task 1								Task 1				Task 1			
1.1 Construction Meetings (88)	Task 1.1	30		90			120	\$31,815	Task 1.1	\$1,000	\$3,000	\$4,000	Task 1.1	\$31,815	\$4,600	\$36,415
1.2 Submittal Review (140)	Task 1.2	40	16	100	140		296	\$69,699	Task 1.2	\$8,000	\$5,000	\$13,000	Task 1.2	\$69,699	\$14,950	\$84,649
1.3 Tank Submittal Review	Task 1.3	2		4	2		8	\$2,027	Task 1.3		\$3,500	\$3,500	Task 1.3	\$2,027	\$4,025	\$6,052
1.4 Respond to RFIs/RFCs (32)	Task 1.4	16		32	12		60	\$15,414	Task 1.4	\$4,000	\$2,500	\$6,500	Task 1.4	\$15,414	\$7,475	\$22,889
9.4 Contract Change Order Support (8)	Task 1.5	8		16	8		32	\$8,106	Task 1.5	\$1,000	\$1,000	\$2,000	Task 1.5	\$8,106	\$2,300	\$10,406
9.5 Start-up Support	Task 1.6	24	8	24			56	\$15,750	Task 1.6	\$2,000		\$2,000	Task 1.6	\$15,750	\$2,300	\$18,050
9.6 Project Closeout	Task 1.7	8		12			20	\$5,523	Task 1.7	\$2,000		\$2,000	Task 1.7	\$5,523	\$2,300	\$7,823
9.7 Record Drawings	Task 1.8	4		12		20	36	\$6,972	Task 1.8	\$1,000	\$2,500	\$3,500	Task 1.8	\$6,972	\$4,025	\$10,997
	Task 9 Subtotal	132	24	290	162	20	628	155,306		\$19,000	\$17,500	\$36,500	Task 9 Subtotal			\$197,281
Subtotal	Hours	132	24	290	162	20	628	155,306	Subtotal	19,000	17,500	36,500	Total	\$155,306	\$41,975	\$197,281
	Cost	\$42,273	\$6,426	\$71,558	\$32,319	\$2,730										

Construction Management and Inspection Services Springfield Water System Consolidation Project - Construction Management Pajaro / Sunny Mesa Community Services District

		2025												2026									
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
1. Pre-Construction Phase																							
2. Construction Phase																							
3. Post-Construction Phase																							



		2025												2026										TOTAL HOURS	HOURLY RATE 2025	HOURLY RATE 2026	TOTAL COST	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct					
Task 2: Pre-Construction Phase																												
Senior Construction Manager	Randy Egner	6	6																					12	\$304.50	\$319.73	\$ 3,854	
Resident Engineer	Ryuun Ernst		60																					60	\$283.50	\$297.68	\$ 17,010	
Office Engineer	Laurie Jones		32																					32	\$141.75	\$148.84	\$ 4,536	
SUBTOTAL		6	98																					104			\$ 25,200	
Task 3: Construction Phase																												
Senior Construction Manager	Randy Egner			10	10	10	10	10	10	10	10	10	10	10	10	6	6	6	6	6	6			156	\$304.50	\$319.73	\$ 48,355	
Resident Engineer	Ryuun Ernst			60	60	80	80	80	80	80	80	80	80	80	60	60	60	60	60	20	20			1,160	\$283.50	\$297.68	\$ 334,530	
Start-up Engineer	Megan Panofsky																		60	60				120	\$283.50	\$297.68	\$ 35,721	
Office Engineer	Laurie Jones			32	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20			372	\$141.75	\$148.84	\$ 53,865	
Assistant Resident Engineer	David Tannaci			80	172	172	172	172	172	172	172	172	172	172	172	172	172	150	120	120	80		2,614	\$215.00	\$225.75	\$ 574,459		
EE&C Inspector	Jeff Mitchum			20													40	40	80					180	\$225.75	\$237.04	\$ 42,441	
SUBTOTAL		0	0	102	190	282	282	282	282	282	282	282	282	282	262	262	258	258	276	246	306	186	0	4,602			\$ 1,089,370	
Task 4: Post-Construction Phase																												
Senior Construction Manager	Randy Egner																					8	4	12	\$304.50	\$319.73	\$ 3,837	
Resident Engineer	Ryuun Ernst																					60	60	120	\$283.50	\$297.68	\$ 35,721	
Office Engineer	Laurie Jones																					40	40	80	\$141.75	\$148.84	\$ 11,907	
Assistant Resident Engineer	David Tannaci																					40		40	\$215.00	\$225.75	\$ 9,030	
EE&C Inspector	Jeff Mitchum																					24		24	\$225.75	\$237.04	\$ 5,689	
SUBTOTAL		0	0																			0	0	172	104	276		\$ 66,184
TOTAL HOURS		6	98	102	190	282	282	282	282	282	282	282	282	282	262	262	258	258	276	246	306	186	172	104	4,982		\$ 1,180,754	

Direct Expenses		TOTAL COST
Field/ODCs		\$ 5,000
DIRECT EXPENSES SUB-TOTAL		\$ 5,000

Subconsultants		TOTAL COST
Materials Testing	Pacific Crest Engineering	\$ 121,983
Labor Compliance	360 PSM	\$ 72,666
SUBCONSULTANTS SUB-TOTAL		\$ 194,649

CONSTRUCTION MANAGEMENT TOTAL	\$ 1,380,403
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- Notes:
1. CM NTP assumed as Jan 2025
 2. Contractor NTP assumed as Jan 2025. Assume 2-month submittal period before contractor mobilization.
 3. Used an average of 172 hours per month based upon 8 hour working days with no overtime.
 4. Annual escalation of hourly rates applied at 5% starting Jan 2025.
 5. Inspector hourly rates subject to increase depending upon DIR PW rate increases
 6. Any night work will be at \$7/hour for PW night differential.



AGREEMENT FOR PROFESSIONAL SERVICES

MNS Project No.: _____ Project Title: _____

This Agreement for Professional Services ("this Agreement") is made as of the ___ day of _____ in the year 20___ ("Effective Date") by and between:

The "Client"

NAME
ADDRESS
PHONE

and

The "Consultant"

MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103
805.692.6921

For the following "Project":

NAME, ADDRESS, GENERAL DESCRIPTION OF PROJECT

The Client and Consultant may be individually referred to herein as a "Party" and jointly as the "Parties." The Parties agree as follows:

CONSULTANT'S RESPONSIBILITIES

1. The scope of the Consultant's services for the Project is set forth in the Consultant's Proposal attached hereto as Exhibit A. All services not specifically described in Exhibit A are excluded from Consultant's scope of services unless the Parties subsequently enter into a written amendment to this Agreement.
2. The Consultant shall provide its services in a manner consistent with the professional skill and care ordinarily provided by members of the Consultant's profession practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
3. The Consultant shall assist the Client in determining consulting services related to the Consultant's scope that are required for the Project. For all such consulting services that are not included in the Consultant's scope, the Client will retain all such consultants separately.
4. While the Consultant shall coordinate its own services with the professional services of all consultants on the Project whether retained by the Client or the Consultant, this coordination shall not absolve or release contractors or other design professionals from complying with their respective standards of care. The Consultant is not responsible for errors and omissions of any consultants or contractors working directly for the Client. Further, the Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client and the Client's consultants. The Consultant shall provide prompt written notice to the Client if the Consultant becomes aware of any error, omission or inconsistency in such services or information.
5. To the extent applicable to Consultant's services, the Consultant shall review applicable laws, codes, and regulations and respond in the design of the Project to requirements imposed by governmental authorities



having jurisdiction over the Project. The Consultant shall comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In addition, the Consultant shall be entitled to rely reasonably on interpretations and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.

6. If the Consultant's scope of services includes providing assistance in applying for governmental permits or approvals, the Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
7. If construction phase services are included within the Consultant's scope, the Consultant may visit the site at appropriate stages during construction. These visits and observations are not intended to be special inspections, detailed investigations, or any form of approval for construction. Under no circumstances shall the Consultant be deemed to have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with construction, nor shall the Consultant be responsible for the acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the work or for their failure to perform the construction in accordance with the requirements of the contract documents. The Consultant shall keep the Client reasonably informed about the progress of the work and the Consultant shall endeavor to inform the Client of any known defects and/or errors in the work. Any special inspection services by the Consultant shall be provided only if agreed to in a separate written agreement executed by the Consultant and the Client.
8. If the Consultant's scope of services does not include construction phase services, the Client acknowledges such construction phase services will be provided by the Client or by others retained by the Client, and the Client assumes all responsibility for interpretation of the contract documents and waives any claim against the Consultant that may in any way be connected thereto. In addition, the Client agrees, to the extent permitted by law, to indemnify and hold the Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.
9. The Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this Agreement, or by amendments to this Agreement, and unless specifically included in the Consultant's scope of services, the Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Evaluations of the Client's Project budget and estimates of construction cost, if any, shall be prepared by the Client or Client's contractor or cost estimator. If the Consultant's scope of services requires the Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees. If the scope of services requires Consultant to provide its opinion of probable construction costs or to review and comment upon the proposed budget and estimates related to the Consultant's scope, such opinion or comment represent the Consultant's judgment as a design professional familiar with the construction industry but not as a contractor or cost estimator. It is recognized that neither the Consultant nor the Client has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's Project budget or from any estimate of construction cost or evaluation prepared by the Client or Client's contractor or cost estimator.



CLIENT'S RESPONSIBILITIES

11. The Client shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that meets the Project requirements. The Client shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Consultant shall be entitled to rely on the accuracy and completeness of the Client's information. The Client shall furnish tests, inspections, and/or the services of other consultants when such tests, inspections, or services are requested by the Consultant and are reasonably required by the scope of the Project.
12. The Client shall employ a contractor experienced in the type of Project to be constructed to perform the construction work and to provide price information. The Client shall endeavor to communicate with the contractor through the Consultant about matters arising out of or relating to the Consultant's construction documents. However, the Client may communicate with, or issue instructions to, the contractor directly, provided that the Client shall notify the Consultant in writing of such instructions with reasonable promptness thereafter. The Client shall communicate with the Consultant's subconsultants primarily through the Consultant.
13. The Client shall provide the Consultant access to the Project site prior to commencement of the work and shall obligate the contractor to provide the Consultant access to the work applicable to Consultant's scope wherever it is in preparation or progress.
14. The Client shall timely review any plans, specifications, documents or other matters submitted by the Consultant and also timely indicate its approval or disapproval of the same. The Client's review and approval of any plans, specifications, documents or other matters shall be for the sole purpose of providing the Consultant with information as to the Client's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents and shall in no way create any liability on the part of the Client for errors, inconsistencies or omissions in any approved documents nor shall any such review and approval alter or diminish the Consultant's responsibilities under the Agreement with respect to such documents.
15. The Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the Consultant's plans, specifications and documents, they shall notify the Client so those deficiencies may be corrected by Consultant prior to the commencement of construction phase work.
16. During the construction phase of the Project, if the Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the Consultant's plans, specifications, estimates or other documents, the Client agrees to notify the Consultant and retain the Consultant to prepare the necessary changes or modifications before construction activities proceed. The Client further agrees to require the contractor to promptly notify the Client of any changed field or other conditions so that the Client may in turn notify the Consultant pursuant to the provisions of this paragraph. Any services performed by the Consultant pursuant to this paragraph shall be Additional Services.
17. The Client agrees that it is the responsibility of the Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof. The Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.
18. The Client shall pay the costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company



charges, blueprints and reproductions, and all other similar charges not specifically included within the Consultant's scope under this Agreement

OWNERSHIP AND USE OF PROJECT DOCUMENT

19. Drawings, specifications, reports, and other documents prepared by the Consultant, including those in electronic form ("Project Documents"), are instruments of service for the Client's use solely with respect to this Project. The Consultant shall be deemed the author and owner of its Project Documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Consultant will grant to the Client a nonexclusive license to reproduce the Consultant's Project Documents solely for purposes of constructing, using and maintaining the Project, provided that the Client complies with all contractual obligations, including prompt payment of all sums when due. The Project Documents are for use on this Project only. The Client shall not modify or reuse the Project Documents for any other project without the prior written consent of the Consultant. If the Project Documents are reused on any other project or are modified without the prior written consent of the Consultant, the Client shall defend, indemnify and hold harmless the Consultant from all claims and damages arising out of or purported to arise out of the modification or the reuse of the Project Documents.
20. If the Consultant is terminated or is not allowed to complete all the services called for by this Agreement, the Consultant shall not be held responsible for the accuracy, completeness or constructability of the Project Documents prepared by the Consultant. Furthermore, if the Client decides to complete the Project through the use of another design professional and desires to use the Project Documents, Client shall submit a written request to the Consultant. The Consultant, in its sole and absolute discretion, may consent to another design professional's use of the Project Documents to complete the Project, so long as the Client and Consultant agree to a mutually acceptable licensing fee, and the Client agrees to the following conditions: (i) the Consultant will remove its name from the Project Documents; (ii) the Client waives all claims against the Consultant related to the use of the Project Documents or in any way connected with the Project; (iii) the Client will defend, indemnify and hold harmless the Consultant for any claims, liabilities or damages arising out of or related to the use of Project Documents or in any way connected with the Project; and (iv) all invoices due the Consultant must be paid in full.
21. The Consultant's Project Documents hereunder are the printed hardcopy drawings and specifications issued for the Project, whereas, the electronic media, including CAD files, are tools for preparation. In the event of a conflict, however, the printed copies take precedence over the electronic media.
22. When transmitting copyright-protected information for use on the Project, the Client represents that it is either the copyright owner of the information or that it has permission from the copyright owner to transmit the information for use on the Project.

TERMINATION, SUSPENSION OR ABANDONMENT

23. The Client may terminate this Agreement upon not less than thirty (30) days' written notice to the Consultant for the Client's convenience and without cause. In the event of termination, suspension or abandonment of the Project by the Client, the Consultant shall be compensated for services performed and reimbursable expenses incurred. In addition, in the event Client terminates for its convenience, Client shall pay the Consultant for reasonable costs and expenses attributable to such termination. In the event that a project is suspended and then restarted, Consultant shall be reimbursed for reasonable remobilization costs. In the event the Client terminates this Agreement for convenience before the completion of all services, the Client agrees to release the Consultant from all liability for the services it has performed.
24. Either the Consultant or the Client may terminate this Agreement after giving no less than seven (7) days' written notice if the Project is suspended for more than ninety (90) days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.



25. The Client's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Consultant to suspend or terminate services. If the Consultant elects to suspend services, the Consultant shall give seven (7) days' written notice to the Client before suspending services. In such event, the Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted. Should the Client fail to cure the breach following a suspension, the Consultant may terminate this Agreement upon an additional seven (7) days' notice.

INDEMNIFICATION AND INSURANCE

26. The Consultant agrees to indemnify and hold harmless Client, its officers, directors and employees (collectively, "Client") from and against all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent such Claims are determined to have been caused by the negligence, recklessness, or willful misconduct of the Consultant, its employee, consultants, or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and consultants (collectively, "the Consultant") from and against all Claims to the extent they are determined to have been caused by the negligence, recklessness, or willful misconduct of Client, its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither Party shall have an upfront duty to defend the other but shall reimburse reasonably incurred defense fees and costs to the extent of its indemnity obligation herein or as the Parties otherwise agree in settlement. This agreement to indemnify shall survive the termination or expiration of this Agreement.
27. The Consultant will maintain professional liability insurance in the aggregate amount of \$1,000,000.00. The Consultant shall further maintain owned, non-owned and hired automobile insurance and broad-form general liability insurance with completed operations coverage, and workers' compensation insurance, to the extent required by the laws of the State of California. Requirements above the Consultant's normal insurance coverage limits will be invoiced and paid as a reimbursable expense. A certificate of insurance will be provided upon request.
28. The Client agrees to purchase and maintain, or cause the contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name the Consultant as an additional named insured.

PAYMENTS AND COMPENSATION

29. The Consultant's compensation, including fees for services as well as reimbursable expenses, shall be as set forth in Exhibit A. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.
30. Invoices will generally be submitted monthly unless otherwise agreed upon, and payment will be due within thirty (30) days of invoice date. Interest will be added to accounts in arrears at the rate of one and one-half percent (1 ½ %) per month on the outstanding balance. Reimbursable expenses incurred by the Consultant in the interests of the Project are to be paid in addition to the fee and include, but are not limited to, presentation materials, reproduction costs, internal CAD plots and check sets, messenger services, travel, overnight accommodations, and other reimbursable expense items listed in Exhibit A. Reimbursable expenses will be billed on a direct cost basis plus ten percent (10%) to cover administrative costs.
31. The Client shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work. If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing



within fifteen (15) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute with supporting documentation and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Failure to notify consultant of objections to invoiced amounts within 25 calendar days will deem the charges to be true and correct.

32. At the request of the Client, the Consultant shall provide services not included in its original scope of services for additional compensation ("Additional Services"). Such Additional Services include but are not limited to providing or coordinating services of consultants not identified in Exhibit A; revisions due to changes in the scope, quality or budget; services required due to changes in applicable ordinances, codes, policies, procedures or requirements after the date of this Agreement; evaluating changes in the work and contractors' requests for substitutions of materials or systems; and services not completed within the timeframe set forth in Exhibit A. Such Additional Services shall not be provided until scope and compensation are agreed upon by the Parties in writing or upon written direction from the Client, MNS will commence providing said services at the current hourly rates and bill on a Time and Materials basis.

MISCELLANEOUS PROVISIONS

33. **Governing Law.** This Agreement shall be governed by the law of the State of California, without giving effect to principles of conflicts of law.
34. **Cooperation.** The Client and the Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement and to endeavor to maintain good working relationships among members of the Project team.
35. **No Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants (if applicable), normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
36. **No Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. Any party seeking to claim any benefits under this Agreement takes such benefits subject to all limitations and defenses thereto.
37. **Hazardous Materials.** The Consultant shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site. Should the Consultant or any other party encounter such materials on the Project site, or should it otherwise become known that such materials are present or may be present on or adjacent to the Project site, Consultant may, at its option, suspend or terminate its services on the Project until the Client retains a qualified contractor to abate and/or remove the hazardous materials and warrant that the Project site is free from any hazard which may result from the existence of such materials.
38. **Independent Contractor.** The Client is engaging the Consultant as an independent contractor, and not as an agent, employee, director or partner of Client, and the Consultant shall not make any representations otherwise. The Parties agree that this Agreement does not establish a joint venture, employment or agency relationship. Nothing contained in this Agreement or any action by the Consultant shall be construed to impose a fiduciary duty on the Consultant or create a fiduciary relationship between the Consultant and the Client or between the Consultant and any third party.
39. **Delays.** The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond



the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; pandemics or epidemics; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

40. **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution, although if such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. If the parties do not resolve a dispute through mediation, then they agree that the method of binding dispute resolution shall be litigation in the County of Santa Barbara and State of California, unless the Parties mutually agree otherwise.
41. **Waiver of Consequential Damages.** The Consultant and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. Consequential damages include, but are not limited to, loss of use and loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either Party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
42. **Sole Remedy.** It is intended by the Parties that the Client's obligations and the Consultant's services in connection with the Project shall not subject the Client's or the Consultant's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client and the Consultant agree that as the sole and exclusive remedy against the other, any claim, demand or suit shall be directed and/or asserted only against the entities that are the parties to this Agreement and not against any of the Client's or the Consultant's individual shareholders, employees, officers or directors except for acts of willful misconduct or as otherwise prohibited by law.
43. **Limitation of Liability.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the fees paid to the Consultant under this Agreement. In no event shall the Consultant's liability exceed its insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, except for acts of willful misconduct or unless otherwise prohibited by law.
44. **Confidentiality.** The Consultant agrees to keep confidential and not disclose to any person or entity, other than the Consultant's employees, consultants and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by the Consultant or furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the Consultant to defend itself from any legal action or claim. Project images, plans, other graphic documents, texts, and project team lists may be released by the Consultant for the purposes of publication or on its website.
45. **Certifications.** The Consultant shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot ascertain. As used herein, the word "certify" and/or "certificates" shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Consultant.



46. **Severability.** If any provision in this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and shall remain binding upon the Parties.
47. **Waivers.** The waiver by the Consultant or the Client of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant, and the waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement.
48. **Entire Agreement.** This Agreement, including Exhibit A attached hereto, represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Consultant and the Client.

[SIGNATURES ON FOLLOWING PAGE]

SAMPLE



This Agreement entered into as of the day and year first written above.

CLIENT

MNS ENGINEERS, INC.

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

SAMPLE



EXHIBIT A
SCOPE OF SERVICES AND FEE PROPOSAL

SAMPLE

Progress Report
Pajaro-Sunny Mesa-Springfield Area Regional Consolidation Project
(PSMS)
November 21, 2024

Project Overview

The consolidation of the Pajaro, Sunny Mesa Water Systems and Springfield Area to provide reliable water quality that meets State water standards.

Land Acquisition

The team continues to work on land acquisition, as this is a key element to the design and the project schedule.

Boundary Survey

The Aerial survey was completed, currently working on creating the boundary survey.

30% Design

MNS is working on the design, but land acquisition is the critical path to achieving it.

Environmental Permitting

Denise Duffy and Associates (DDA) has begun the pre-application process with County of Monterey. The Tribal Consultation efforts are in process, met with 3 tribes regarding Tribal Sensitivity.

Construction

The construction of the project may be phased out depending on approval of the Community Change Grant. The Grant would require the work to be completed in 3 years from funding execution and it must provide direct benefit to community. The first phase to include land acquisition, iron/manganese treatment for the Pajaro Well 1, consolidation pipeline Pajaro & Sunny Mesa Water Systems, pump station, Pajaro tank 1 rehabilitation, destruction of Struve #2 and Sunny Mesa Wells, partial SCADA system, and auto read meters upgrade.

Progress Report
Delany WC Feasibility Study
November 21, 2024

Project Overview

Delany WC (17 water connections) received Technical Assistance for the completion of a Feasibility Study for the consolidation to the Vega Rd #01 Water System.

Feasibility Study

Draft is due 1/31/2025 and final is due 4/30/2025.

Community Outreach

5 other small water systems have shown interest in a potential consolidation with the Vega Rd #01 WS, totaling 44 connections. Is the Board willing to explore the consolidation of the additional water systems?

PSMCSD Connection Fees

The State has reported a concern with the Vega connection fee. They cannot fund construction that has been completed. The group would like to know if the Board is willing to negotiate the connection fee, they would like to attend a Board meeting to discuss.

Progress Report-Springfield Consolidation Project
November 21, 2024

Bridge Loan

District Staff began the application process with Rural Community Assistance Corporation for a bridge loan. **The application is pending District Counsel Opinion Letter, Draft Funding Agreement and approval of Engineering Contract.**

Financial Security Package

Completed, being reviewed by Department of Financial Assistance (DFA)

Technical Package

Completed by District and uploaded to FFAST, being reviewed by DFA

Water System Consolidation Agreement

The Consolidation Agreement has been executed and uploaded to FFAST, being reviewed by DFA

Construction Funding Agreement

The source of funding for the construction phase of the Project is Emerging Contaminants in Small or Disadvantaged Communities (ECSDC) the agreement is expected to be executed in September of this year. The funding is dependent on compliance with the upcoming revised intended Use Plan provided by MNS Engineers (MNS).

Design

The 100% design is complete.

Staging Area

The Temporary Staging Area Easement Agreement was approved on 9/26/24.

Easements

The easements are being reviewed by District Counsel and should be ready for approval at the next Board meeting.

Construction Bidding Documents

Bid Period: November 19 through January 8, 2025.

Pre-Bid meeting: December 2, 2024.

Bid Opening: January 8, 2025.

Contract award: January 23, 2025.

Environmental Package

- California Department of Fish and Wildlife (CDFW)- Received the Incidental Take Permit (ITP). Denise Duffy & Associates (DD&A) continue to negotiate permit conditions with CDFW for the ITP.
- Coastal Development Permit-DD&A continues to work with engineers and County of Monterey on condition compliance.

DISTRICT OPERATIONS REPORT
November 21, 2024

TOPIC	STATUS	DATE OF PLANNED RESPONSE
Grants & Loans Active	SRF Planning Grant Springfield: Springfield Planning Grant – The California Department of Fish and Wildlife, Incidental Take Permit Application has been deemed complete. Technical, Design and Environmental packets are complete and under review by State. MNS Engineers are working on 100% plans and design.	On Agenda
Pajaro Park	The Board and Staff are considering Operations funding. Per Marilyn Vierra, Chief of Staff Supervisor Church, Mo. Co. will provide \$59,000 per year to the Pajaro Park, until the parks master plan is complete.	No Report
Generator Project	Electrical work was completed at the Moss Landing Well Site. Langley/Valle Pacifico Well generator battery charger failed, Quinn will troubleshoot on Monday, January 22, 2024. Generator installation is complete.	No Report
Hazard Mitigation Plan	The Local Hazard Mitigation Plan has been officially adopted by FEMA on April 5, 2023. Final invoice has been reimbursed. Close-out documentation has been submitted to CalOES for review.	No Report
Multi Community Bottled Water Project	Springfield Water System, Moss Landing Mobile Home Park, Springfield/Bluff/Jensen and Giberson Roads. Received August reimbursement.	November 2024
ACWA JPIA 2024 Wellness Grant	2024 Wellness Grant application was approved.	No Report
Tank Replacement/Rehab Grant Project	Presented the District needs to State Water Boards-Division of Financial Assistance (DFA). State Representatives requested a pre-application to be submitted to find the correct funding source for project. Pre-application has been submitted.	No Report
Pajaro Long-term Recovery	Working with Monterey County Department of Emergency Management to replace Pajaro Park field and play area turf. Also, to add more benches, tables and shaded areas. County of Monterey Applications for recovery assistance are still under review. District applied for a \$15,000 beautification grant to replace grass with drought resilient plants at the District office. Received half of the requested beautification funding and began office landscape project. Monterey County Parks Department is considering completing the turf replacement project and playground area upgrade to save Engineering and bidding process.	November 2024

DISTRICT OPERATIONS REPORT

November 21, 2024

Current Water System Repairs	<p>Blackie Road #18 WS: Langley/Valle Pacifico WS: Moss Landing Harbor WS:</p> <ul style="list-style-type: none"> • Water service line leak on Potrero, repaired 11/5/24. <p>Normco WS:</p> <ul style="list-style-type: none"> • Well #2 failed, Maggiora Bros. was dispatched, they installed pump and motor on 11/12/24, followed by disinfection and flushing process, awaiting approval from State to place online. <p>Pajaro WS: Springfield Road WS: Sunny Mesa WS:</p> <ul style="list-style-type: none"> • Well #1 required sampling collected awaiting results and DDW approval. <p>Vega Road #01 WS:</p> <ul style="list-style-type: none"> • Kari Lane booster station pump continues to fail, Maggiora Bros will upgrade motor saver. <p>Vierra Estates WS: Parks:</p>	November 2024
Sunny Mesa Sewer	The district is holding monies that are to be refunded to the original Sunny Mesa Sewer customers. Balance Sheet Account #2320-Amount \$29,169.90. Staff is currently reviewing, and has spoken to Bianchi, Kasavan, and Pope for their opinion and assistance if needed.	No Report

Usage Comparison in Gallons 2023-2024

Water Systems	Oct-21	Oct-22	Oct-23	Oct-24
Pajaro	6,533,780	7,666,252	7,041,672	6,447,012
Normco	2,549,932	2,691,304	2,715,988	2,482,612
Sunny Mesa	2,244,000	2,344,980	2,539,460	1,989,680
Moss Landing	2,077,196	2,788,544	2,643,432	1,896,928
Vega	1,184,832	1,178,100	1,264,868	1,107,040
Vierra Estates	343,332	336,600	278,256	325,380
Springfield (pumped)	598,400	429,352	406,912	374,748
Langley/Valle Pacifico	263,296	293,216	276,760	276,012
Blackie	174,284	233,376	262,548	213,928
District Total	15,969,052	17,961,724	17,429,896	15,113,340

Water Systems	Oct-23	Oct-24	Percentage
Pajaro	7,041,672	6,447,012	↓ -8.4%
Normco	2,715,988	2,482,612	↓ -8.6%
Sunny Mesa	2,539,460	1,989,680	↓ -21.6%
Moss Landing	2,643,432	1,896,928	↓ -28.2%
Vega	1,264,868	1,107,040	↓ -12.5%
Vierra Estates	278,256	325,380	↑ 16.9%
Springfield (pumped)	406,912	374,748	↓ -7.9%
Langley/Valle Pacifico	276,760	276,012	↓ -0.3%
Blackie	262,548	213,928	↓ -18.5%
District Total	17,429,896	15,113,340	↓ -13.3%