

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MOULTON NIGUEL WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Board approves the Final Baker WTP Agreement in the form attached to this Resolution as **Exhibit A**, subject to non-substantive revisions approved by Legal Counsel and the General Manager, and the President of the Board, or in his absence another officer of the Board, is hereby authorized to execute such agreement.

Section 2. The Board hereby determines that the approval of the Final Baker WTP Agreement and the execution thereof under Section 1 of this Resolution authorizes the District's final decision for participation in the Baker WTP project in accordance with the terms of the Final Baker WTP Agreement.

Section 3. The Board authorizes the Assistant General Manager to act as MNWD's Project Committee representative under the Final Baker WTP Agreement and for the Assistant General Manager's designated representative, such designation to be made in writing which may change from time-to time, to act as MNWD's alternate Project Committee member to serve in the absence of the Assistant General Manager (together, "District Project Committee Representatives").

Section 4. The Board authorizes the District Project Committee Representatives to approve the bid award for the Baker WTP construction contract, consistent with the information presented at this meeting and reviewed by the Board.

APPROVED, SIGNED and ADOPTED this 21st day of November, 2013.

MOULTON NIGUEL WATER DISTRICT

President
MOULTON NIGUEL WATER DISTRICT and the
Board of Directors thereof

Secretary
MOULTON NIGUEL WATER DISTRICT and the
Board of Directors thereof

APPROVED AS TO FORM:

BOWIE, ARNESON, WILES & GIANNONE
Legal Counsel - MNWD

By: _____
Patricia B. Giannone

#5.

EXHIBIT A

Final *“Amended and Restated Agreement for Construction, Operation and Maintenance of the Baker Water Treatment Plant”*

Moulton Niguel Water District



STAFF REPORT

TO: Board of Directors **MEETING DATE:** November 18, 2013

FROM: Matt Collings, Assistant General Manager
Eva Plajzer, Assistant Director of Engineering

SUBJECT: Request for Proposals for Engineering Services for Regional Lift Station and Lower Salada Lift Station Force Mains Replacement Study Project Nos. 2013.004 & 2013.005

SUMMARY:

Issue: Staff issued a Request for Proposals for Engineering Services to prepare a preliminary design report for the replacement or rehabilitation of the force mains from the Regional Lift Station and the Lower Salada Lift Station.

Recommendation: It is recommended that the Board of Directors approves the Engineering Design Services Contract with Tetra Tech, Inc. for an amount not-to-exceed \$100,000 and approves a project budget expense authorization of \$71,000 for Project No. 2013.004 and \$49,000 for Project No. 2013.005.

Fiscal Impact: The estimated total project budgets for Project Nos. 2013.004 and 2013.005 are \$1,100,000 each. For Fiscal Year 2013-2014, each project has an allocation of \$100,000.

BACKGROUND:

The Regional Lift Station is located along Alicia Parkway in Laguna Niguel and pumps wastewater to the South Orange County Wastewater Authority (SOCWA) Regional Treatment Plant through two parallel 20-inch and 24-inch force mains that are approximately 7,400 feet long. The existing force mains are located in service roads within the Laguna Niguel Regional Park. The force mains were constructed in 1980 using Techite pipe, which is a composite material made of glass and polyester resin. Because of the age and material, District staff is recommending that the existing force mains be replaced or rehabilitated.

The Lower Salada Lift Station is located along Crown Valley Parkway in Laguna Niguel. The lift station pumps into a 12-inch force main about 10,000 feet in length. The force main is located partially in easements along the El Niguel Country Club and partially

#6.

within the right-of way of Crown Valley Parkway. The 12-inch force main discharges into a 12-inch gravity sewer in Crown Valley Parkway, just south of the intersection of Paseo del Niguel. The force main was constructed in 1963 using asbestos cement pipe. Due to age of the force main, the existing force main needs to be replaced or rehabilitated.

The scope of work for this project includes preparation of a preliminary design report to establish design criteria and construction costs for a recommended project to replace or rehabilitate the force mains. Upon District review and approval of the preliminary design report, the District will prepare a Request for Proposals for design and construction support for the force mains replacement projects.

The preliminary design report will include the analysis of alternative alignments, materials, size, hydraulics, permitting requirements, and costs. The rehabilitation or replacement of the existing force mains will also be evaluated.

DISCUSSION:

Staff issued a request for proposals (RFP) for Engineering Services to six engineering firms. Four proposals were received on October 17, 2013. HDR and Kennedy-Jenks declined to propose. The submitted proposals are listed in the table below.

Firm	Total Fee
Psomas	\$98,312
Tetra Tech, Inc.	\$100,000
Dudek	\$102,848
GHD	\$135,970

The proposals were evaluated based on related projects experience, understanding of the project objectives and scope of work, project team experience and expertise, responsiveness to the request for proposal, unique qualifications, level of effort, and project fee. The firm that showed the best understanding of the project, had the most qualified team, and showed an appropriate level of effort to perform the analysis is Tetra Tech, Inc. The proposed agreement and scope of work is provided in Exhibit A.

SUMMARY OF PROJECT BUDGET:

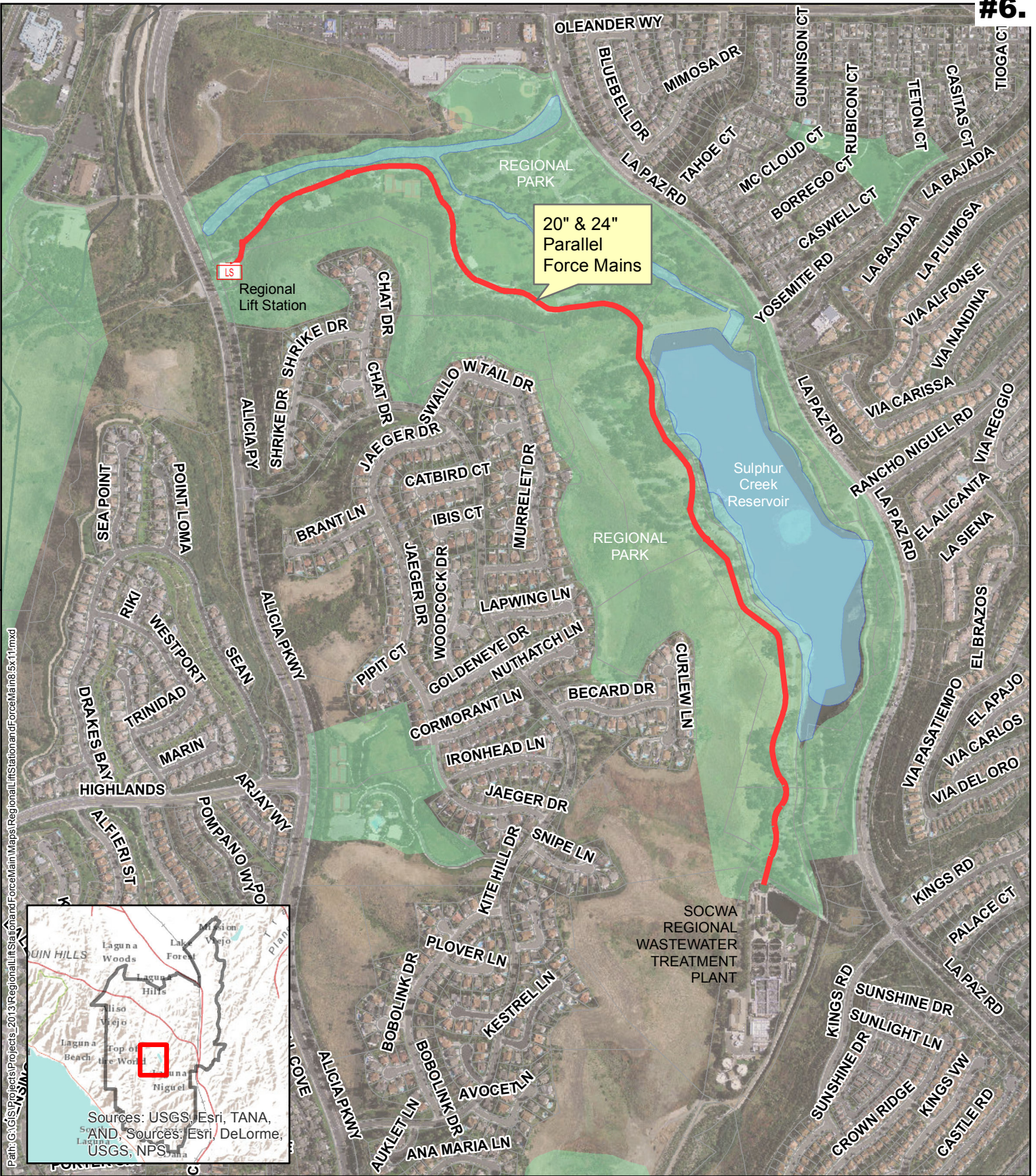
Project 2013.004 Regional Lift Station Force Main Replacement

	Previously Approved	Requested Amount	Total Amount	Expended to Date
Project Items				
Engineering Services	\$0	\$60,000	\$60,000	\$0
Construction	\$0	\$0	\$0	\$0
Permits	\$0	\$0	\$0	\$0
Contingency	\$0	\$6,000	\$6,000	\$0
District Labor & Other	\$0	\$5,000	\$5,000	\$0
Totals	\$0	\$71,000	\$71,000	\$0

Project 2013.005 Lower Salada Lift Station Force Main Replacement

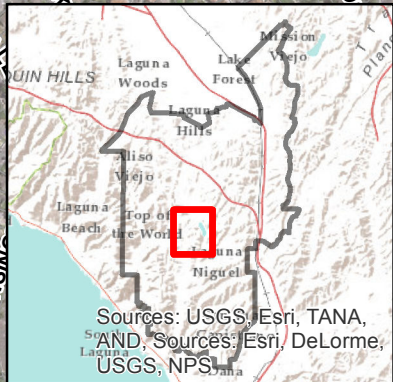
	Previously Approved	Requested Amount	Total Amount	Expended to Date
Project Items				
Engineering Services	\$0	\$40,000	\$40,000	\$0
Construction	\$0	\$0	\$0	\$0
Permits	\$0	\$0	\$0	\$0
Contingency	\$0	\$4,000	\$4,000	\$0
District Labor & Other	\$0	\$5,000	\$6,000	\$0
Totals	\$0	\$49,000	\$49,000	\$0

Attachments: Figure 1 – Site Map – Regional Lift Station and Force Main
Figure 2 – Site Map – Upper Salada Lift Station and Force Main
Exhibit A – Professional Services Agreement



20" & 24"
Parallel
Force Mains

Path: G:\GIS\Projects\IP\Projects_2013\RegionalLiftStationandForceMain\Maps\RegionalLiftStationandForceMain8.5x11.mxd



- Force Main
- Parks
- Water Bodies
- LS Lift Station

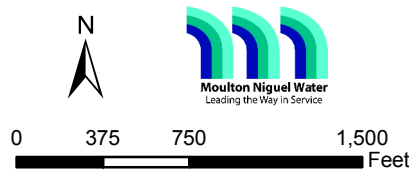
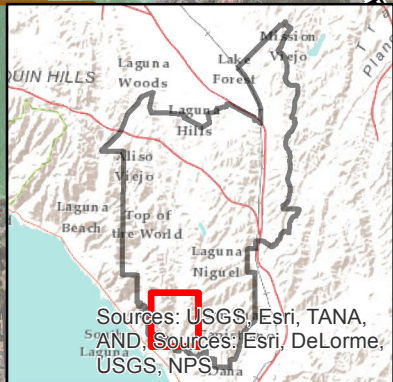
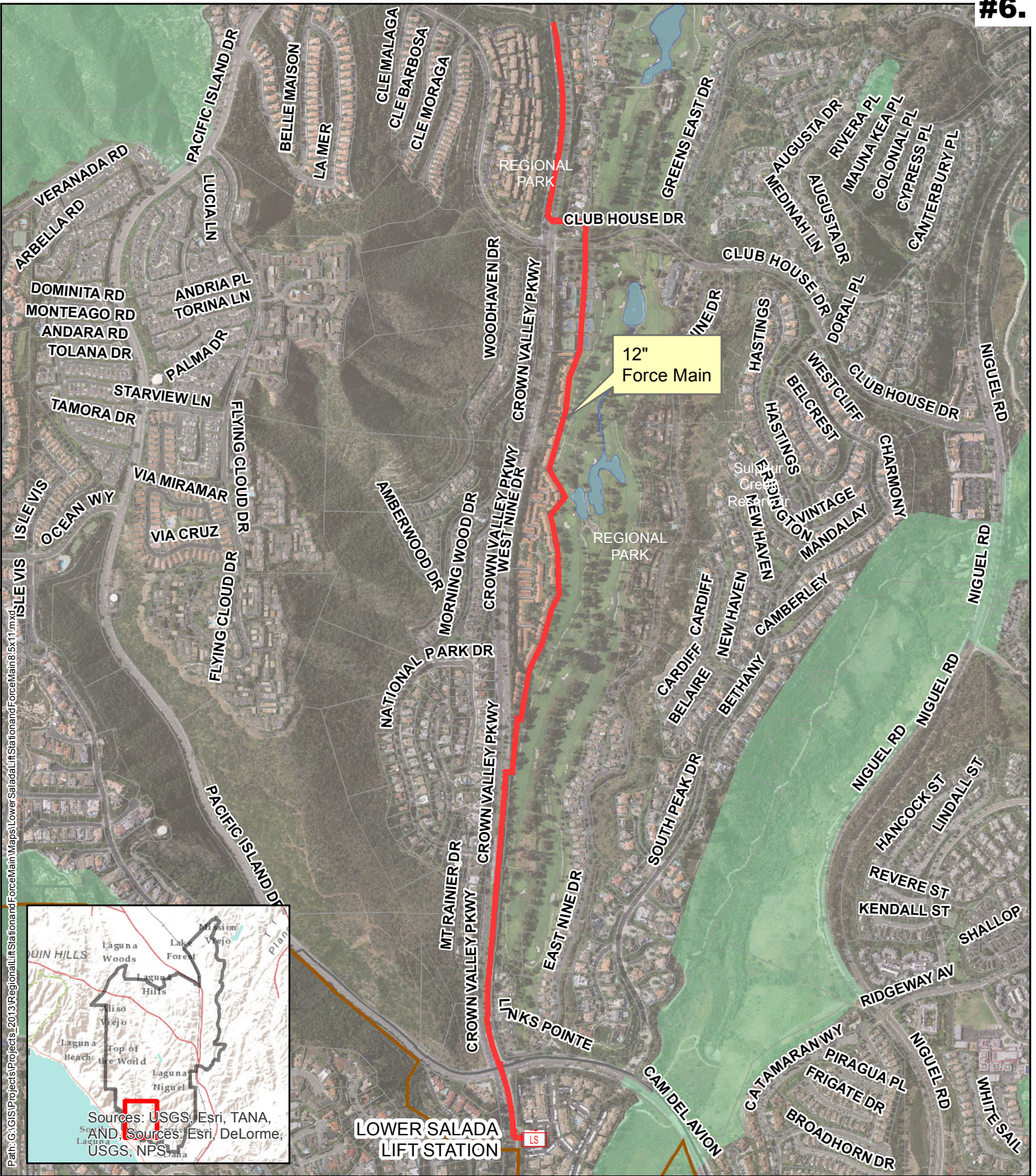




Figure 1
Location Map
Regional Lift Station
and Force Main
Project No. 2013.004

Scale -15- 0,000



Path: G:\GIS\Projects\Projects_2013\Regional\MapStationandForceMain\MapStationandForceMain8.5x11.mxd
 Sources: USGS, Esri, TANA, DeLorme, USGS, NPS

<ul style="list-style-type: none"> — Force Main Parks Water Bodies LS Lift Station 	  Moulton Niguel Water Leading the Way in Service	<p>Figure 2 Location Map Lower Salada Lift Station and Force Main Project No. 2013.005</p>
<p>0 450 900 1,800 Feet</p> <p>Scale -17- 2,000</p>		

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
MOULTON NIGUEL WATER DISTRICT AND TETRA TECH., INC.
MNWD PROJECT: REGIONAL LIFT STATION FORCE MAINS & LOWER SALADA LIFT
STATION FORCE MAIN REPLACEMENT STUDIES
CONTRACT NO. 2013.004 AND 2013.005**

THIS AGREEMENT (the "Agreement") is dated as of _____, 2013, by and between TETRA TECH, INC., hereinafter referred to as the "ENGINEER" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of engineering services to MNWD by ENGINEER. MNWD and ENGINEER may sometimes be referred to in this Agreement individually as "party" and together as "parties."

RECITALS

ENGINEER proposes to provide services to MNWD in connection with the evaluation and preliminary design services Regional Lift Station Force Mains and Lower Salada Lift Station Force Main Replacement Studies, Project Nos. 2013.004 and 2013.005, respectively (the "Project"). The scope of work to be performed by ENGINEER under this Agreement is described in **Exhibit A** hereto, which is incorporated herein (the "Scope of Work").

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

AGREEMENT

SECTION I - ENGINEERING SERVICES, AUTHORIZATION

Section 1.1 ENGINEER proposes to perform those services which are described in the Scope of Work. MNWD may request or ENGINEER may recommend, that ENGINEER perform work in addition to or different from that delineated in the original Scope of Work, or delete services from the Scope of Work. Upon MNWD's request for additional or changed work, ENGINEER shall provide a cost estimate and written description of the additional or changed work. Prior to any such addition, changes, or deletion to the Scope of Work, MNWD and ENGINEER shall negotiate an adjustment of the compensation and time for completion and shall execute a written addendum to this Agreement. Upon execution of each addendum, (i) the Scope of Work shall thereafter be as described in **Exhibit A**, respectively, as modified by the addendum and any previously executed addendum; and (ii) the time for completing the work shall be as set forth in the addendum. Following execution of any addendum, all terms and provisions of the Agreement, except as expressly modified by such addendum, shall remain in full force and effect. MNWD will not be required to pay for any additional or changed work rendered in advance of the execution of an addendum covering the additional or changed work.

Section 1.2 ENGINEER agrees to complete the design work described in the Scope of Work no later than **June 30, 2014**. ENGINEER further agrees to complete all other work within the time periods set forth in the Scope of Work. Time is of the essence in this Agreement.

ENGINEER agrees to coordinate the work to ensure its timely completion and shall promptly notify MNWD of any anticipated delays or causes or casualties beyond ENGINEER'S control which may affect the work schedule. In the event the time for completing the Scope of Work is projected to be

#6.

exceeded due to circumstances beyond the control of ENGINEER, ENGINEER shall have an additional amount of time to be agreed upon in writing between the parties pursuant to Section 1.1 and an executed addendum, in which to complete the work. ENGINEER shall not begin work on any services pursuant to this Agreement until receipt of MNWD'S written direction to proceed. Upon receipt of such notice, ENGINEER shall immediately commence the work described in Exhibit A.

Section 1.3 ENGINEER'S civil engineer, duly licensed in the State of California, who shall be the Principal in Charge of work, is Tom Epperson, P.E..

As part of the Project, ENGINEER intends to subcontract certain services for the Project. Separate subcontracts may be entered into between ENGINEER and the subconsultants listed in Exhibit B hereto. Any additional subconsultants ENGINEER proposes to use are subject to prior written approval by MNWD.

Without prior written approval of MNWD, ENGINEER will not make any changes in ENGINEER'S Principal in Charge, in consultants, in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Scope of Work. ENGINEER is responsible to MNWD for the acts and omissions of its subcontractors as it is for persons directly employed by ENGINEER. Nothing contained in this Agreement creates any contractual relationship between any subconsultant/subcontractor and MNWD. ENGINEER shall not allow any subconsultant/subcontractor to commence work or services under any subcontract until all insurance required of ENGINEER has been obtained for the subconsultant/subcontractor.

Section 1.4 MNWD shall make available to ENGINEER at no cost all technical data in MNWD's possession, including maps, past reports, prior studies, prior plan operating data, and other information reasonably required by ENGINEER and relating to the work to be performed under this Agreement.

Engineer will furnish to MNWD the agreed upon number of reports and supporting documents.

These instruments of service are furnished for MNWD's use in connection with the project or work provided for in this Agreement and shall become MNWD's property upon receipt. All documents and information generated by Engineer and any of Engineer's subcontractors pursuant to this Agreement shall remain confidential and shall not be copied, distributed, or otherwise provided or referenced by Engineer or Engineer's subcontractors to any third parties other than with MNWD's written consent, or as compelled by order of court.

All original drawings and other documents, including detailed calculations developed for the Project shall, upon payment in full for the services described in this Agreement or as otherwise provided in SECTION V herein, be furnished to and become the property of MNWD. Engineer may retain a copy of all reports and documents for their files.

SECTION II - ENGINEERING FEES

Section 2.1 In consideration for providing the engineering services referred to in SECTION I herein, MNWD agrees to compensate ENGINEER on an hourly rate basis, with a not-to-exceed maximum amount of **Sixty Thousand Dollars (\$60,000.00) for Project No. 2013.004, Regional Lift Station Force Mains Replacement Studies and Forty Thousand Dollars (\$40,000.00) for Project No. 2013.005, Lower Salada Lift Station Force Main Replacement Study for a total of One Hundred Thousand Dollars (\$100,000.00) for the Agreement** (which maximum amount is inclusive of 'labor costs' and 'direct costs', as further discussed below). The breakdown of the fee and costs for the Project is attached hereto as **Exhibit C** which is incorporated herein. Compensation shall be on an hourly rate basis for labor costs as defined herein below in Section 2.2 plus 100% of the reasonable direct costs a defined herein below in Section 2.3.

Section 2.2 Labor costs shall be the total number of hours worked on the job by each employee multiplied by the applicable hourly billing rate. The Fee Schedule set forth in **Exhibit D** attached hereto and incorporated herein sets forth the current billing rates of ENGINEER.

Section 2.3 Reasonable direct costs shall include those costs as described in the Scope of Work and listed in **Exhibit C**.

Section 2.4 Monthly progress payments will be made based on submittal of invoices by ENGINEER. Invoices will include the number of hours worked by various labor categories, the hourly billing rate per individual, and the total amount due. Only one bill per month shall be submitted by ENGINEER, showing invoices for ENGINEER and each subconsultant utilized during the monthly billing period.

SECTION III - WARRANTY/DISCLAIMER

Section 3.1 ENGINEER is employed to render engineering services pursuant to this Agreement only, and any payments made to ENGINEER are compensation solely for such services as it may render and recommendations it may make in carrying out the work. ENGINEER makes no warranty, either expressed or implied, as to its services furnished under this Agreement, including any findings, opinions, recommendations, factual presentations, or professional advice, other than that such services will be performed in accordance with generally accepted professional engineering practices and principles.

Section 3.2 ENGINEER will provide any construction or operation and maintenance cost opinions based on exercise of his experience and judgment in applying presently available cost data, but it is recognized that ENGINEER has no control over cost of labor and materials, or over competitive bidding proceedings and market conditions, so that it cannot warrant that construction or capital costs will not vary from such costs estimates.

Section 3.3 In performing services under this Agreement, ENGINEER shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

Section 3.4 If the Project results in construction of any kind, the parties agree MNWD and ENGINEER shall be indemnified by the contractor for all claims, damages, losses and expenses arising out of or resulting from the contractor's performance of work including injury to any worker on the job site except for the negligence of MNWD or ENGINEER, such indemnity to be in accordance with MNWD's construction documents. MNWD and ENGINEER shall be named as additional primary insured(s) by contractor's General Liability Insurance policies without offset and all

#6.

construction documents and insurance certificates shall include wording to such effect.

ENGINEER and MNWD shall not be responsible for the means, methods, techniques, sequences, or procedure of construction selected by contractors or the safety precautions and programs incident to the work of contractor and will not be responsible for a contractor's failure to carry out work in accordance with contract documents.

The services to be performed by ENGINEER are intended solely for the benefit of MNWD. Nothing contained herein shall confer any rights upon or create any duties on the part of ENGINEER toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them. Any reuse of documents or data for other than the intended use shall be at the sole risk of MNWD.

SECTION IV - INSURANCE AND INDEMNIFICATION

Section 4.1 Professional Liability Insurance. ENGINEER and each of its sub-consultants/subcontractors shall maintain throughout the term of this Agreement a professional liability (errors and omissions) policy of insurance having coverage of not less than One Million Dollars (\$1,000,000) for each claim and in annual aggregate. The following provisions shall apply if the professional liability coverage is written on a claims-made basis:

- (a) The retroactive date of the policy must be shown and must be before the dated date of this Agreement.
- (b) Insurance must be maintained and evidence of insurance must be provided for at least **three (3)** years after completion of this Agreement or the services hereunder.
- (c) If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, ENGINEER must provide extended reporting coverage for a minimum of **three (3)** years after completion of the services. MNWD shall have the right to exercise at the ENGINEER's cost any extended reporting provisions of the policy should the ENGINEER cancel or not renew the coverage.
- (d) A copy of the claims reporting requirements must be submitted to MNWD prior to the commencement of any work under this Agreement.

Section 4.2 General/ Automobile Liability Insurance. ENGINEER and each of its sub-consultants/subcontractors shall maintain throughout the term of this Agreement a general liability policy of insurance for bodily injury and/or death, personal injury and property damage claims which may arise from or in connection with the performance of the work under this Agreement by ENGINEER and its sub-consultants/subcontractors, and each of their agents, representatives, or employees. Such public liability and property damage insurance (which shall cover claims, injury, death, loss or damage or accidents from the use or operation of any automobiles, trucks and/or other mobile or stationary equipment, whether owned, non-owned or hired) shall be comprehensive in form and shall be on a "per occurrence" basis in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit in a minimum amount at least twice the per occurrence limit specified in this section.

All insurance provided under this Section 4.2 shall name MNWD and its' directors, officers, employees and representatives as additional insureds under each such policy ("additional insureds") and an additional insured endorsement shall be provided in form acceptable to MNWD.

Section 4.3 Worker's Compensation. By its signature hereunder, ENGINEER certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that ENGINEER will comply with such provisions before commencing the performance of work under this Agreement. ENGINEER and subconsultants/subcontractors shall maintain throughout the term of this Agreement workers' compensation insurance with limits no less than the statutory limits, and Employer's Liability insurance with limits no less than One Million Dollars (\$1,000,000) per accident and per disease for their employees and shall file with the MNWD the certificate required by Labor Code Section 3700. The workers compensation/Employer's Liability insurance shall be endorsed with a waiver of subrogation in favor of MNWD and its' directors, officers, employees and representatives.

Section 4.4 Requirements of All Policies. All policies of insurance required under this SECTION IV shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class XIII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. ENGINEER shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

In the case of additional insured provisions, any insurance afforded the additional insureds by this Agreement is primary insurance as to the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be excess of the ENGINEER's (and its subconsultant's/subcontractor's) insurance, and shall not contribute to such insurance.

Any deductibles or self-insured retentions must be declared in writing and approved by MNWD. At the option of MNWD, either: the insurance provider(s) shall reduce or eliminate such deductibles or self-insured retentions as respects the MNWD and its' directors, officers, employees and representatives; or the ENGINEER shall provide a financial guarantee satisfactory to MNWD guaranteeing payment of losses and related investigations, claim administration and defense expenses. Maintenance of insurance coverage as specified in this Agreement is a material term of this Agreement, and any failure to maintain or renew coverage, or to provide evidence thereof, as required by the terms is a material breach of this Agreement.

Section 4.5 Indemnity.

ENGINEER shall hold harmless and indemnify, including the cost to defend, MNWD and its' directors, officers, employees and representatives from liability, claims, damages, demands, actions, attorney's fees, costs and expenses (i) for personal injury, bodily injury or property damage that arise out of, pertain to, or relate to the operations and work of the ENGINEER and its sub-consultants/subcontractors under this Agreement (other than professional services), and (ii) that arise out of, pertain to, or relate to ENGINEER's or its sub-consultant's/ subcontractor's negligence including negligent acts, errors or omissions, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the professional services under this Agreement.

ENGINEER shall defend itself and MNWD and its' directors, officers, employees and representatives against any and all liabilities, claims, losses, damages, actions, attorney's fees, costs and expenses (i) for personal injury, bodily injury or property damage that arise out of, pertain to, or relate to

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ENGINEER's or its sub-consultant's/ subcontractor's operations and work under this Agreement (other than professional services), and (ii) that arise out of, pertain to, or relate to ENGINEER's or its sub-consultant's/ subcontractor's negligence including negligent acts, errors or omissions, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the professional services under this Agreement.

The foregoing provisions of this Section are intended to be, and shall be interpreted in a manner that is, consistent with Civil Code Section 2782.8 as it exists as of the dated date of this Agreement. The ENGINEER'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by ENGINEER hereunder.

SECTION V - TERMINATION OR ABANDONMENT

This Agreement may be terminated in whole or in part in writing by either party provided that no such termination may be effected unless the other party is given not less than ten (10) calendar day's written notice (deliver by certified mail, return receipt requested) of intent to terminate. Additionally, MNWD may suspend performance by ENGINEER of any or all services listed in the Scope of Work under this Agreement by providing written notice to ENGINEER at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, ENGINEER shall immediately suspend any work or services hereunder, unless otherwise instructed by MNWD in such notice.

ENGINEER shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from MNWD to resume performance. MNWD and ENGINEER agree that in the event MNWD suspends or terminates performance by ENGINEER for any cause other than the intentional or negligent error or omission of ENGINEER, ENGINEER shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under SECTION II of this Agreement.

In the event of any suspension or termination herein, MNWD shall have the right to take possession and shall immediately own all original drawings and other documents developed for that portion of the work completed and/or being suspended or abandoned.

SECTION VI - GENERAL

Section 6.1 ENGINEER represents that it is aware of no facts or circumstances which would impair its ability to provide fair and unbiased advice to MNWD in the course of performing the engineering services hereunder, or which would impact its objectivity in performing such services hereunder.

Section 6.2 This Agreement represents the entire understanding of MNWD and ENGINEER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the parties. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it.

Section 6.3 Any notice required or permitted to be given hereunder if not otherwise specified herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service a hand delivery, and addressed to:

To MNWD - Attn: Director of Engineering and Operations
Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA 92677-3489

To ENGINEER - Attn: Tom Epperson, P.E.
Vice President
Tetra Tech, Inc.
17885 Von Kaman Avenue, Suite 500
Irvine, CA 92614

Section 6.4 California law shall govern the interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

Section 6.5 In the event an action is commenced by either party to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all costs and expenses, including court costs, plus a reasonable amount for attorney's fees.

Section 6.6 If any section of this Agreement or provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

Section 6.7 It is expressly understood and agreed that ENGINEER is an independent contractor and not an employee of MNWD while engaged in carrying out this Agreement. ENGINEER warrants that it will not represent, at any time or in any manner, that ENGINEER is an employee or agent of MNWD. ENGINEER shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD.

The person signing this Agreement on behalf of each party hereto represents he/she has authority to sign on behalf of, respectively, MNWD or ENGINEER.

Section 6.8 This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement or any interest herein shall be made by ENGINEER without prior written consent of MNWD.

Section 6.9 This Agreement may be executed in counterparts, each of which shall be deemed an original.

#6.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2013.

Moulton Niguel Water District

By: _____
Joone Lopez
General Manager

ENGINEER – Tetra Tech, Inc.

By: _____

Title: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT A

SCOPE OF WORK

Based on our October 31, 2013 negotiation meeting, Tetra Tech is pleased to submit our revised scope of work and the corresponding revised fee proposal for the Regional and Lower Salada Lift Station Force Mains Replacement Study. The following is a summary of the additional work items that have been added to the proposed Scope of Work:

- a. **Task 1: Project Administration/Management:** Original proposal was based on a total of six (6) meetings. To allow for review and discussions of the additional pre-screening alternatives for each force main replacement project, we are assuming three (3) additional meetings will be required: initial review of the ten (10) alignment alternatives for the Regional Force Main; final selection of the three (3) alternatives to be evaluated in greater detail as well as the discussion of additional evaluation/information to be included in the description of the other seven (7) alternatives; and initial review of the five (5) alignment alternatives for the Lower Salada Force Main and the selection of the three (3) alternatives to be evaluated in greater detail.
- b. **Task 2B (Identify Alignment Alternatives):** Expand the alignment alternatives to be evaluated on a cursory level for both force main replacement projects. The intent for this additional work is to be able to use these findings in the future environmental documentation for the construction of the recommended project, if required.

We have assumed a total of ten (10) alignment alternatives for the Regional Force Main project: the three (3) alternatives included within our original proposal; locate the force mains within public roads (Alicia to Aliso Creek to La Paz); locate the force mains within the existing 20 foot wide 18" VCP easement north of the existing alignment; locate the force mains within the existing 50 foot wide 16" RW main easement north of the existing alignment; locate the force mains parallel to the existing 30/33" sewer within the park; a locate the force mains in a new alignment on the east side of the lake; and various combinations of these options. Tetra Tech will include the necessary exhibits, the budgetary construction cost estimate, the additional energy costs, and a ball park estimate of the lift station modifications for each of the ten (10) alternatives.

We have assumed a total of five (5) alignment alternatives for the Lower Salada Force Main project: the three (3) alternatives included within our original proposal; locate the force main on East Nine Drive; and a combination of several of these options. Tetra Tech will include the necessary exhibits, the budgetary construction cost estimate, the additional energy costs, and a ball park estimate of the lift station modifications for each of the five (5) alternatives.

Tetra Tech will prepare a matrix summary of all of the pre-screen alignment alternatives for both force main projects. The matrix will include the construction cost, additional energy costs, lift station modifications, future maintenance, environment impacts, and regulatory impacts. Based on the findings included within the matrix, the District will be able to select the three (3) alternatives for both force main projects that will be evaluated in greater detail.

- c. **Task 2J (Prepare a Preliminary Design Study to Document the Results of the Evaluation and Study):** Expand the draft and final report to include the additional pre-screening evaluation and findings noted above.

SCOPE OF WORK

The work will include the preparation of Preliminary Design Study and Report for both force main replacement projects. Work shall consist of, but not be limited to, the following tasks:

Task 1: Project Administration/Management

Tetra Tech will administer the contract throughout the design process. Administration shall include, but not be limited to, project kick-off meeting, project design review meetings after each submittal, and preparation of meeting agendas and minutes of each meeting. Project administration shall also include preparation and maintenance of the project design schedule. For this proposal, we have assumed the following meetings for this Project (a total of six meetings): kick-off meeting; slip-lining alternative for Regional; alternative alignments for Regional; alternative alignments for Lower Salada; draft report design review meeting; and final report design review meeting.

Task 2: Preliminary Design

- A. **Data Gathering and Plan Review:** Tetra Tech will gather and review studies, maps and as-built plans pertaining to this project, including sectional maps, record drawings and other basic information. The District will provide Adobe pdf files for any other studies, maps, record drawings and other pertinent records available in the District's VisualBase Electronic Document Management System. This will include sectional maps and record drawings for potable water, recycled water and sewer facilities. Tetra Tech will review all previous memos and exhibits that were prepared for the Regional Lift Station Force Mains study in 2002. In addition, Tetra Tech will obtain available street and storm drain plans from the city for Crown Valley Parkway.
- B. **Identify Alignment Alternatives:** Tetra Tech will identify multiple alignment alternatives, including but not limited to slip-lining, pipe bursting, pipe replacement or other methodologies that will use the current pipeline alignment, as well as alternatives that may be located with the Laguna Niguel Regional Park or within street right-of-way or some combination of both the park and the street. For the Regional Lift Station Force Mains, pipe bursting will not be a feasible option due to the clearance between the parallel pipes and the lack of cover on the existing force mains. Tetra Tech will research and provide a summary of the possibility of rehabbing the Regional Force Mains with a pressurized CIPP material. We do not envision this being an acceptable option but we will confirm it during the evaluation process.
- C. **Develop Methodologies for Maintaining Continuous Sewer Service during Construction:** Tetra Tech understands that maintaining continuous sewer service throughout the duration of construction is a critical aspect of this project. Tetra Tech will develop methodologies and costs for maintaining continuous sewer service for the various alternatives. We do not envision the option of bypass pumping the full length of either force main projects a feasible option.
- D. **Prepare Hydraulic Analyses for Alternatives:** Tetra Tech will update and modify the system curves as necessary for each of the alternatives. This hydraulic analysis will assist in determining the optimum pipe sizes for the force mains, and the impacts that the various alternatives will have on the existing lift station's equipment, especially the pump and motor. Included within this analysis for the Lower Salada Lift Station Force Main will be the construction costs for a larger force main (or parallel force mains sharing flows) resulting in down-sizing the pumps and motors (decrease the required lift) in comparison to the pumping costs based on the existing size of the force main.
- E. **Develop Design Criteria:** Tetra Tech will develop design criteria for the force main replacements and lift station improvements for a minimum of three alternatives for each project. We envision the following alternatives for each of the projects. For the Regional Lift Station Force Main: slip-lining both of the existing force mains; constructing a parallel new force main and slip-lining only the 24-inch force main; and constructing two new force mains.

#6.

For the Lower Salada Lift Station Force Main: two alternative alignments within Crown Valley Parkway; and upsizing the force main. We are recommending that two parallel force mains be constructed for the Lower Salada Lift Station project.

- F. ***Evaluate Alternatives based on Environmental Impacts, Hydraulics, Constructability, Costs and other Factors:*** Tetra Tech will evaluate the matrix of alternatives for each project and compare and contrast the alternatives based upon hydraulics, constructability, future maintenance, pumping costs, and other factors. The District will need to summarize the environmental impacts that they desire Tetra Tech in include in this evaluation. For both projects, the evaluation will include impacts to the Regional Park as well as impacts to traffic on Crown Valley Parkway.
- G. ***Select Recommended Alternative:*** Tetra Tech will select a recommended alternative for each project based on the results of the evaluations. Included within the report will be a summary discussion of the environmental compliance requirements and outline any Federal, State or Local environmental requirements and permit conditions that will need to be satisfied to construct the projects. We recommend that a meeting with the County of Orange Parks as well as the city will be necessary to understand all of the compliance requirements.
- H. ***Prepare Preliminary Drawings:*** Tetra Tech will develop base maps for the proposed alignments for both projects, including public right-of-way, property lines, street centerline, and any applicable existing easements, using the District's aerial map, which contains 2-foot elevation contours within streets. The District will need to provide Tetra Tech copies of all existing easements that are relative for each of the projects. Tetra Tech will prepare 20 percent preliminary design drawings for the recommended projects for both force main replacement projects. Tetra Tech will not be performing a complete utility research for this study. However, by obtaining the latest city street plans and storm drain plans, we should have a preliminary understanding of the existing facilities within the public right-of-way. Tetra Tech will also perform a preliminary field review to determine if there are other above-ground signs of additional utilities that may impact the selected alignment.
- I. ***Prepare Cost Estimates and Schedules:*** Tetra Tech will prepare preliminary cost estimates and design and construction schedules for both force main replacement projects.
- J. ***Prepare a Preliminary Design Study to Document the Results of the Evaluation and Study:*** Tetra Tech will prepare a draft report and a final report. The report shall contain all aspects of the project with a detailed section on the required capital improvements.
- K. ***Report Submittals:*** Tetra Tech will submit five (5) paper copies of the draft proposal for District's review. Five (5) bound paper copies, one (1) PDF copy, and one (1) copy of all files in native format shall be provided in the final report. In addition, at the completion of the project, Tetra Tech shall submit to the District a CD with all electronic data, in native format (.xls, .doc, etc.), pertaining to the project.

EXHIBIT B

LIST OF SUBCONSULTANTS

None

#6.

EXHIBIT C
BREAKDOWN OF COSTS

MNWD
Regional Lift Station Force Mains Replacement Study
Fee Summary

Task Description	Fees						TOTALS		
	Senior Project Manager	Project Manager	Design Engineer	CADD	WP	Total Hours		Labor	Sub-Contractors Reimbursables
Scope of Services									
Project Management (6 months)	4	0	0	0	1	5	\$1,260	\$0	\$1,260
Meetings (3 shared/2 only)	6	0	0	0	2	8	\$1,940	\$80	\$2,020
Additional Meetings for Pre-screening (2)	4	0	0	0	1	5	\$1,260	\$40	\$1,300
Data Collection and Plan Review	0	0	8	0	2	10	\$1,320	\$0	\$1,320
Identify Alignment Alternatives	4	8	16	4	0	32	\$5,200	\$0	\$5,200
Additional Alignment Alternatives (7)	8	20	36	8	1	73	\$11,700	\$0	\$11,700
Maintaining Continuous Sewer Service	0	2	4	0	0	6	\$880	\$0	\$880
Hydraulic Analyses	2	0	8	0	0	10	\$1,700	\$0	\$1,700
Develop Design Criteria	2	0	8	6	0	16	\$2,480	\$0	\$2,480
Evaluate Alternatives	4	4	16	6	1	31	\$4,920	\$40	\$4,960
Select Recommended Alternative	4	4	8	4	0	20	\$3,440	\$0	\$3,440
Preliminary Drawings (8 sheets)	0	0	2	48	0	50	\$6,520	\$0	\$6,520
Prepare Cost Estimates and Schedules	0	4	8	0	0	12	\$1,760	\$0	\$1,760
Prepare Draft Report	4	6	24	8	4	46	\$6,920	\$0	\$6,920
Add Additional Alignment Evaluation	2	4	8	4	1	19	\$2,960	\$40	\$3,000
Prepare Final Report	2	2	8	4	4	20	\$2,940	\$0	\$2,940
QA/QC	8	0	0	0	0	8	\$2,320	\$0	\$2,320
Printing and Reproduction	0	0	0	0	0	0	\$0	\$280	\$280
Total	54	54	154	82	17	371	\$59,520	\$480	\$60,000
TOTAL	54	54	154	82	17	371	\$59,520	\$480	\$60,000

MINWD
Lower Salada Lift Station Force Main Replacement Study
Fee Summary

Task Description	Fees						Total Hours	Labor	Sub-Contractors Re-imbursables	TOTALS
	Senior Project Manager	Project Manager	Design Engineer	CADD	WP					
Scope of Services										
Project Management (6 months)	4	0	0	0	1	5	\$1,260	\$0	\$1,260	
Meetings (3 shared/1 only)	4	0	0	0	2	6	\$1,360	\$80	\$1,440	
Additional Meeting for Pre-screening	2	0	0	0	0	2	\$580	\$20	\$600	
Data Collection and Plan Review	0	0	12	0	1	13	\$1,780	\$0	\$1,780	
Identify Alignment Alternatives	2	0	8	8	0	18	\$2,740	\$0	\$2,740	
Additional Alignment Alternatives (2)	1	0	6	6	0	13	\$1,910	\$0	\$1,910	
Maintaining Continuous Sewer Service	0	2	2	0	0	4	\$600	\$0	\$600	
Hydraulic Analyses	2	4	8	0	0	14	\$2,340	\$0	\$2,340	
Develop Design Criteria	0	0	4	4	0	8	\$1,080	\$0	\$1,080	
Evaluate Alternatives	2	8	8	4	0	22	\$3,500	\$40	\$3,540	
Select Recommended Alternative	2	2	4	4	0	12	\$1,980	\$0	\$1,980	
Preliminary Drawings (11 sheets)	0	0	2	60	0	62	\$8,080	\$0	\$8,080	
Prepare Cost Estimates and Schedules	0	2	8	0	0	10	\$1,440	\$0	\$1,440	
Prepare Draft Report	2	4	16	4	4	30	\$4,380	\$0	\$4,380	
Add Additional Alignment Evaluation	1	2	4	2	0	9	\$1,430	\$60	\$1,490	
Prepare Final Report	2	2	8	4	2	18	\$2,740	\$0	\$2,740	
QA/QC	8	0	0	0	0	8	\$2,320	\$0	\$2,320	
Printing and Reproduction	0	0	0	0	0	0	\$0	\$280	\$280	
Total	32	26	90	96	10	254	\$39,520	\$480	\$40,000	

EXHIBIT D
SCHEDULE OF ENGINEERING FEES



TETRA TECH

EXHIBIT "D"
2014

HOURLY CHARGE RATE AND
EXPENSE REIMBURSEMENT SCHEDULE

Professional

Engineering Intern/Technician/Assistant...	\$ 65.00
Project Administrator.....	\$ 65.00
Designer/CAD Operator/Engineer I	\$ 130.00
Engineer II and III/Senior Designer	\$ 130.00
Biologist	\$ 130.00
Planner.....	\$ 130.00
Senior Engineer/Landscape Architect.....	\$ 140.00
Project Engineer/Project Coordinator	\$ 160.00
Senior Planner.....	\$ 160.00
Senior Scientist.....	\$ 160.00
Senior Project Engineer	\$ 210.00
Project Manager/Sr. Project Coordinator...	\$ 210.00
Senior Project Manager.	\$ 290.00
Program Director/Project Director.....	\$ 290.00

Administrative

Administrative Clerk	\$ 65.00
Word Processor/Admin. Support.....	\$ 100.00
Graphic Designer/CADD.....	\$ 130.00

Reimbursable In-House Costs

Photo Copies (B&W 8.5"x11")	\$ 0.15/Each	Compact Discs.....	\$10.00/Each
Photo Copies (B&W 11"x17")	\$ 0.40/Each	Large Format Copies	\$ 0.80/S.F.
Color Copies (up to 8.5"x11")	\$ 2.00/Each	Mileage.....	\$0.50/Mile *
Color Copies (to 11"x17").....	\$ 3.00/Each	*current GSA POV Mileage Rate subject to change	

All other direct costs, such as subconsultants, reproduction, special photography, postage, delivery services, overnight mail, and printing will be billed at cost plus 15%.

Moulton Niguel Water District

STAFF REPORT



TO: Board of Directors **MEETING DATE:** November 18, 2013

FROM: Matt Collings, Assistant General Manager
Eva Plajzer, Assistant Director of Engineering
Ray McDowell, Superintendent of Engineering

SUBJECT: Construction Services Contract Award for the Rehabilitation of the Southridge Recycled Water and Wood Canyon Potable Water Reservoirs Project Nos. 2013.003 & 2013.011

SUMMARY:

Issue: Staff issued a Notice Inviting Sealed Proposals (Bids) for the Rehabilitation of the 1.0 MG Southridge Recycled Water Reservoir, Contract No. 2013.003, and the 3.4 MG Wood Canyon Potable Water Reservoir, Contract No. 2013.011.

Recommendation: It is recommended that the Board of Directors approves the Construction Services Contract with Advanced Industrial Services in the amount of \$969,175; approves a project budget expense authorization of \$480,000 for Project No. 2013.003 and \$715,000 for Project No. 2013.011; and authorizes the General Manager or designee to execute change orders up to 10% of the contract value from the project contingency.

Fiscal Impact: The estimated project cost for the project 2013.003 Southridge Recycled Water Reservoir was \$600,000. The Wood Canyon Potable Water Reservoir was not in this fiscal year budget. The Mathis Recycled Water Reservoir project with a budget of \$800,000 will be postponed to next fiscal year and the budget will be transferred to the Wood Canyon Reservoir project. The available budget in this fiscal year for these two projects is \$1,400,000.

BACKGROUND:

The Wood Canyon Potable Water Reservoir is a 3.4 million gallon welded steel tank that serves the District's 650 potable water pressure zone. The South Ridge Recycled Water Reservoir is a 1.0 million gallon welded steel tank that serves the District's 650 recycled water pressure zone. Both tanks are located on the same site in Aliso Viejo and were originally constructed in 1991. Figure 1 shows the location of the tanks.

#7.

District steel reservoirs are coated to protect the steel shell. The District inspects all reservoirs every 10 years to determine if and when recoating is needed. Wood Canyon and South Ridge Reservoirs were recently drained and inspected as part the District's annual maintenance program for reservoirs. The inspections showed corrosion and structural damage that require repairs. The proposed work will include structural and corrosion repairs, tank operation and safety improvements, cathodic protection system testing and sacrificial anode replacement, and re-coating of the interior and exterior of the reservoir.

DISCUSSION:

A request for bids was sent out, and on October 29, 2013, the District received six sealed bids for the subject contract. The table below summarizes the received bids:

Firm	Bid
Advanced Industrial Services	\$969,175
Pacific Titan	\$1,004,691
J. Colon Coatings	\$1,031,440
Crosno Construction	\$1,074,520
Paso Robles Tank	\$1,160,210
Blastco	\$1,328,000
Engineer's Estimate	\$1,221,840

Staff determined that the lowest responsible and responsive bidder is Advanced Industrial Services. Staff has completed its review of the contract documents and has determined that they are in order.

SUMMARY OF PROJECT BUDGET:

Project 2013.003 Rehabilitation of the Southridge Recycled Water Reservoir:

	Previously Approved	Requested Amount	Total Amount	Expended to Date
Project Items				
Engineering Services	\$12,000	\$12,000	\$12,000	\$4,600
Construction	\$0	\$379,502	\$379,502	\$0
Specialty Inspection	\$0	\$40,000	\$40,000	\$0
Contingency	\$0	\$38,498	\$38,498	\$0
District Labor & Other	\$0	\$10,000	\$10,000	\$0
Totals	\$12,000	\$480,000	\$480,000	\$4,600

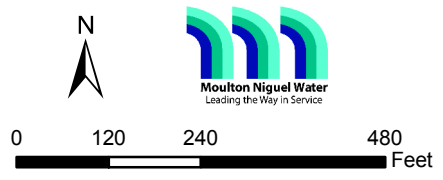
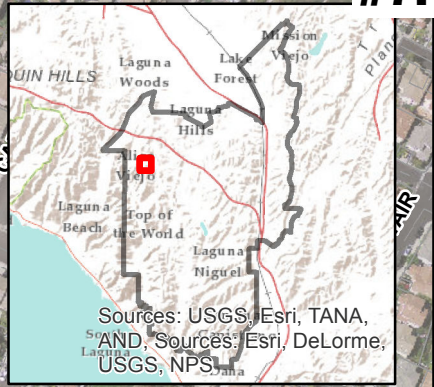
Note: Fiscal Year 2013-14 approved budget for project 2013.003 is \$600,000.

Project 2013.011 Rehabilitation of the Wood Canyon Potable Water Reservoir:

	Previously Approved	Requested Amount	Total Amount	Expended to Date
Project Items				
Engineering Services	\$12,000	\$12,000	\$12,000	\$4,600
Construction	\$0	\$589,673	\$589,673	\$0
Specialty Inspection	\$0	\$45,000	\$45,000	\$0
Contingency	\$0	\$58,327	\$58,327	\$0
District Labor & Other	\$0	\$10,000	\$10,000	\$0
Totals	\$12,000	\$715,000	\$715,000	\$4,600

Note: Fiscal Year 2013-14 approved budget for Mathis Recycled Water Reservoir project will be used for Project N. 2013.011 and the Mathis project will be budgeted for next fiscal year.

Attachment: Figure 1 – Site map



Scale -41-,000

Figure 1
Location Map
Southridge and Wood Canyon
Reservoirs Rehabilitation
Contract No. 2013.003 & 2013.011



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** November 18, 2013

FROM: Matt Collings, Assistant General Manager
Megan Geer, Contracts and Procurement Manager

SUBJECT: Fleet Replacement – Unit 22

SUMMARY:

Issue: Unit 22 has severe engine failure and is in need of replacement.

Recommendation: It is recommended that the Board of Directors approves the purchase of a 2014 model Ford Explorer from Villa Ford, for a total of \$27,506.53 and approves the salvage of Unit 22.

Fiscal Impact: Replacement of Unit 22 was not in the 2013-14 Fiscal Year Budget. The purchase of Unit 22 will be funded by auction proceeds from the vehicles approved for salvage in the 2013-14 fiscal year and by additional funds available in the Capital Outlay budget.

BACKGROUND:

The District has 99 vehicles in its fleet. The current District policy is to work towards a goal of 15-years and/or 150,000 miles for each service vehicle prior to replacement. In the current fiscal year budget, District staff proposed to replace four existing vehicles that have reached the end of their service life and purchase one new District pool vehicle. The Board of Directors approved the purchase of five vehicles, for a total cost of \$168,598.35, from two local dealers, Tuttle Click Ford and Santa Margarita Ford.

Since the Board action to approve the vehicles for this fiscal year, Unit 22 has failed. Unit 22 is a 2002 Chevrolet Tahoe with 309,145 miles and is primarily used by engineering staff. The unit developed engine failure. Engine replacement is about \$6,000 while the Kelley Blue Book value is significantly below that, \$4,000 to \$5,000 depending on the condition of the vehicle. Staff recommends replacing Unit 22. Unit 22 will be salvaged upon Board approval.

#8.

Staff evaluated the needs for a replacement vehicle for Unit 22 and determined that a vehicle with the configuration of a Ford Explorer or similar would meet the District needs.

COMPARATIVE PRICE ANALYSIS:

Per the District's Purchasing Policy, the Contracts and Purchasing Department solicited competitive quotes from local dealers for the replacement vehicle. Based on District requirements, a request was issued to six local dealerships. Because the District does not require any vehicle add-ons to this unit, an "off the lot" price was requested so that the District may purchase the vehicle directly from the dealer following Board approval of the purchase. The dealerships responded to the specifications and provided their best government price concession.

A breakdown of each dealership proposal for the vehicles (out-the-door costs, including required accessories, taxes, and fees) is referenced in the table below:

2014 Ford Explorer or Equal:	
Santa Margarita Ford	\$30,985.00
Tuttle Click Ford	\$28,079.03
Villa Ford	\$27,506.53
Orange Coast Dodge	\$32,275.00
Delillo Chevrolet	\$41,822.00
Guaranty Chevrolet	\$41,417.25

Villa Ford offered the best pricing for the model of vehicle that meets the District's specifications.

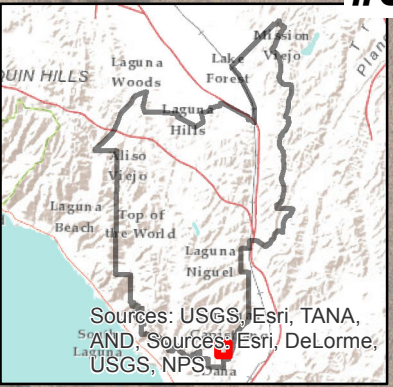
#9.

DISCUSSION:

The table below summarizes cost expended to date for the emergency repair and anticipated costs.

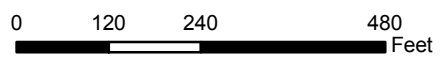
Item	Cost
Expended to Date	
Pipeline Repair - Paulus	\$8,793.60
Pavement Repair – R. J. Noble	\$56,768.70
Sub-Total	\$65,562.30
Anticipated Costs	
Engineering Services - GMU	\$5,000.00
Final Pavement Cap	\$35,000.00
Sub-Total	\$40,000.00
Total	\$105,562.30

Attachment: Figure 1 – Site map



Path: G:\GIS\Projects\Projects_2013\OldRanchRoad\EmergencyLineRepair\EmergencyLineRepair.mxd

Potable Main



Scale -47- .000

Figure 1
Location Map
Emergency Repair
Old Ranch Road



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** November 18, 2013

FROM: Matt Collings, Assistant General Manager
Eva Plajzer, Assistant Director of Engineering

SUBJECT: Quarterly Capital Improvement Program Progress Report –
Fiscal Year 2013-14, First Quarter

SUMMARY:

Issue: The District's staff is responsible for executing the Capital Improvement Program (CIP) as adopted by the Board of Directors. This quarterly report is for July, August, and September of Fiscal Year 2013-14.

Recommendation: This is an information item only.

Fiscal Impact: The fiscal impact for each project is presented to the Board of Directors on a project by project basis. The collective impact for Fiscal Year 2013-14 is \$23,854,292 if fully expensed.

DISCUSSION:

The Board of Directors approved a FY2013-14 budget in June 2013. Table 1 summarizes the budget.

Table 1 Adopted Budget by Fund Fiscal Year 2013-14		
Item/Fund	Fiscal Year Adopted Budget	Fiscal Year Expenditures Through First Quarter
Replacement and Refurbishment Project - Fund 07	\$10,041,740	\$58,713
SOCWA & JRWSS - Fund 07	\$7,306,852	\$690,572
Water Supply Reliability Projects - Fund 12	\$5,624,123	\$615
Planning and Construction - Fund 14	\$881,578	\$20,158
Total FY 2012-13 Proposed Budget	\$23,854,292	\$770,059

#11.

Several of the projects in this Fiscal Year budget, such as SOCWA, JRWSS, and the Baker Water Treatment Plant, are managed by other entities, with the District providing funding through a project agreement or a joint powers entity. For these projects, staff primarily reviews deliverables and invoices, but does not actively manage the projects. These projects total \$12.4 million for the Fiscal Year 2013-14 budget. The remainder of the budget, \$11.5 million, is executed by MNWD staff. After completion of the first quarter of the fiscal year, about 3% of the CIP budget has been expended to date.

Staff has prioritized the projects within the CIP to maximize the resources available to effectively execute the projects. Table 2 lists the projects in the 10-year Capital Improvement Program and their implementation status (see attached).

HIGHLIGHTS:

During the first quarter of Fiscal Year 2013-14, these major activities were performed within the Capital Improvement Program:

- Three projects were completed
- 11 projects are under construction
 - Awarded or funded construction contracts for these projects:
 - 2010.003 Kite Hill Pressure Reducing Station Relocation
 - 2013.007 Plant 3A Effluent Transmission Main Relocation Per County of Orange Phase 7 Project Agreement
- Design work continued on 38 additional existing projects.
 - Requests for Proposals were issued for:
 - 2013.001 East Aliso Creek Reservoir Rehabilitation Engineering Design Services
 - 2013.003 Southridge Reservoir Rehabilitation Engineering Design Services
 - 2013.011 Wood Canyon Reservoir Rehabilitation - Engineering Design Services
 - 2012.021 Regional Lift Station Pump Replacement – switch and breaker testing
 - 2012.024 – Upper Salada Lift Station Generator Replacement – switch and breaker testing
 - 2012.034 – La Paz and Moulton Potable System Reconfiguration - Engineering Design Services
 - 2013.004 – Regional Lift Station Force Main Replacement – Engineering Design Service for Preliminary Analysis
 - 2013.005 – Lower Salada Lift Station Force Main Replacement - Engineering Design Service for Preliminary Analysis

- Staff continues to perform various administrative activities for the CIP including:
 - Development of contractual vehicles for the execution of the CIP
 - ERP functionality
 - Records management

Attachment: Table 2 Quarterly CIP Report

TABLE 2
QUARTERLY CAPITAL IMPROVEMENT PROGRAM REPORT
MOULTON NIGUEL WATER DISTRICT
QUARTERLY PROJECT STATUS - THIRD QUARTER - JANUARY THROUGH MARCH
FISCAL YEAR: JULY 2012 TO JUNE 2013

PROJECT NUMBER	PRJT MGR	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	APPROVED EXPENSE AUTHORIZATION	EXPENDED FROM INCEPTION TO DATE	REMAINING CONTRACTUAL AMOUNT	ESTIMATED COMPLETION DATE
COMPLETED PROJECTS									
2009107	SLM	7	CROWN VALLEY WIDENING RELOCATION	2009	\$210,000	\$210,000	\$178,146	\$0	Completed
2012018	LAB	7	MOULTON LF ROOF REPLACEMENT	2012	\$20,000	\$8,000	\$6,495	\$1,505	Completed
2012019	LAB	7	NORTH ALISO LS ROOF REPLACEMENT	2012	\$20,000	\$8,000	\$0	\$8,000	Completed
2012025	LAB	7	UPPER SALADA LS ROOF REPLACEMENT	2012	\$20,000	\$0	\$0	\$0	Canceled
Subtotal					\$270,000	\$226,000	\$184,641	\$9,505	
PROJECTS UNDER CONSTRUCTION									
2010003	JRM	14	KITE HILL P.R. RELOCATION	2010	\$400,000	\$352,187	\$68,433	\$276,465	6/30/14
2010021	LAB	7	MOULTON PEAK IRRIGATION PUMP REPLACEMENT	2010	\$20,000	\$20,000	\$12,307	\$0	6/30/14
2010033	MG	7	NEW DISTRICT ENTERPRISE SOFTWARE	2010	\$3,375,000	\$3,000,000	\$1,736,206	\$1,578,520	6/30/14
2011016	GM	7	PLC PANEL REPLACEMENT	2011	\$532,000	\$400,000	\$163,359	\$36,944	6/30/14
2011024	MG	7	BOARDROOM ENHANCEMENTS	2011	\$389,000	\$179,000	\$110,931	\$0	6/30/14
2011031	EP	7	EL NIGUEL RW LINE REHABILITATION	2011	\$475,000	\$475,000	\$25,082		6/30/14
2011038	EP	14	E ALISO CRK RES RECIRCULATION SYST	2011	\$141,000	\$141,000	\$88,883	\$0	6/30/14
2011109	GM	7	PLC PANEL REPLACEMENT-RANCHO PS - see 2011016	2011	\$0	\$23,000	\$21,852	\$20,439	6/30/14
2012004	BAB	7	MH REHABILITATION PROGRAM - FY12-13 Stonehill	2012	\$190,925	\$0	\$39,818	\$151,107	12/31/13
2013007	JRM	7	3A ETM REPLACEMENT - COUNTY OF ORANGE PHASE VII	2013	\$450,000	\$280,000			6/30/15
2013009	JRM	7	UPPER SALAD LS VALVE REPLACEMENT	2013	\$240,000	\$240,000			12/31/13
Subtotal					\$6,212,925	\$5,110,187	\$2,266,871	\$2,063,475	

-5-

**TABLE 2
 QUARTERLY CAPITAL IMPROVEMENT PROGRAM REPORT
 MOULTON NIGUEL WATER DISTRICT
 QUARTERLY PROJECT STATUS - THIRD QUARTER - JANUARY THROUGH MARCH
 FISCAL YEAR: JULY 2012 TO JUNE 2013**

PROJECT NUMBER	PRJT MGR	FUND	PROJECT DESCRIPTION	YEAR	TOTAL	APPROVED	EXPENDED	REMAINING	ESTIMATED
				PROJECT APPROVED	PROJECT AMOUNT	EXPENSE AUTHORIZATION	FROM INCEPTION TO DATE	CONTRACTUAL AMOUNT	COMPLETION DATE
PROJECTS IN PROGRESS/UNDER DESIGN									
2006038	BLD	7	REPLACE DIGITAL LINES W/WIRELESS N	2006	\$2,315,267	\$1,900,000	\$1,475,242	\$1,527	12/31/15
2006071	MTC	12	BAKER PIPELINE REGIONAL TREATMENT	2006	\$26,000,000	\$5,810,000	\$3,244,427	\$0	12/31/15
2006099	MTC	12	ETWD/MNWD INTERTIE W/30 DIEMER PI	2006	\$456,000	\$56,000	\$1,956	\$0	6/30/14
2007030	RH	7	RANCHO RESERVOIR IRRIGATION SYSTEM	2007	\$150,000	\$35,430	\$27,614	\$0	6/30/14
2008049	MTC	12	SOUTH ORANGE COASTAL OCEAN DESAL	2008	\$700,000	\$660,000	\$690,640	\$0	12/31/15
2009115	JRM	7	SAN JUAN CREEK 30 EFFLUENT TM	2009	\$2,900,000	\$216,000	\$154,468	\$169,946	6/30/15
2009167	MM	7	GEODATABASE REDEVELOPMENT	2009	\$150,000	\$50,000	\$42,737	\$0	6/30/14
2010013	JRM	12	LA PAZ BRIDGE CROSSING RW PIPELINE	2010	\$370,000	\$115,000	\$56,736	\$0	6/30/14
2010017	JRM	7	OPERATIONS FACILITY DRAINAGE IMPRO	2010	\$1,301,236	\$150,000	\$105,526	\$0	6/30/14
2010018	EP	7	MATHIS-OSO BY-PASS	2010	\$200,000	\$40,000	\$28,078	\$16,062	6/30/14
2011010	EP	7	HILLARY PRS REPLACEMENT	2011	\$350,000	\$30,000	\$22,284	\$19,947	6/30/14
2011011	EP	7	INSPECT 54 CIP LINE ANTONIA-BRIDL	2011	\$258,674	\$285,806	\$248,788	\$0	6/30/14
2011012	EP	7	LARGO PRS REPLACEMENT	2011	\$350,000	\$30,000	\$22,284	\$19,947	6/30/14
2011014	EP	7	SEISMIC & STRUCTURAL ASSESS STEEL	2011	\$217,192	\$217,192	\$140,806	\$111,879	6/30/14
2011015	EP	7	WILKES PRS REPLACEMENT	2011	\$350,000	\$30,000	\$22,284	\$19,947	6/30/14
2011026	LAB	7	RANCHO UNDERGROUND PWPS REFURBISHM	2011	\$250,000	\$10,000	\$7,815	\$783	6/30/14
2011056	EP	12	RW SYSTEM EXT (1500LF @4 LOCATIONS	2011	\$500,000	\$10,000	\$9,946	\$0	12/31/14
2012005	EP	7	PLANT 3A EFFLUENT TM ANALYSIS/REHAB	2012	\$150,000	\$150,000	\$123,136	\$23,491	6/30/14
2012007	LAB	7	LOWER SALADA LS VENTILATION UNIT REPLACEMENT	2012	\$110,000	\$20,000	\$3,249	\$0	6/30/14
2012008	LAB	7	REGIONAL LS VENTILATION UNIT REPLACEMENT	2012	\$110,000	\$20,000	\$3,249	\$0	6/30/14
2012009	LAB	7	BEACON HILL PS PUMP/GENERATOR REPLACEMENT	2012	\$575,000	\$95,817	\$12,409	\$87,094	6/30/14
2012021	LAB	7	REGIONAL LIFT STATION PUMPS 4&5 REPLACEMENT	2012	\$320,000	\$40,785	\$2,062	\$36,781	6/30/14
2012024	LAB	7	UPPER SALADA LF AUX. GENERATOR REPLACEMENT	2012	\$375,000	\$52,042	\$2,232	\$47,332	6/30/14
2012028	GM	14	GENERATOR AT BEAR BRAND RESERVOIR	2012	\$40,000	\$15,844		\$15,487	6/30/14
2012029	GM	14	GENERATOR AT BRIDLEWOOD TAKEOUT	2012	\$40,000	\$15,844		\$15,487	6/30/14
2012030	GM	14	GENERATOR AT MARGUERITE RESERVOIR	2012	\$40,000	\$15,844		\$15,487	6/30/14
2012031	GM	14	GENERATOR AT MATHIS RES PS	2012	\$40,000	\$15,844		\$15,487	6/30/14
2012033	GM	14	GENERATOR AT SEVILLE RESERVOIR	2012	\$40,000	\$15,844		\$15,487	6/30/14
2012034	EP	14	LA PAZ/MOLTON PW SYSTEM RECONFIGURATION	2012	\$500,000	\$19,000	\$5,665	\$0	6/30/14
2012035	GM	14	MAIN OFFICE BACKUP GENERATOR	2012	\$170,000	\$59,547		\$57,480	6/30/14
2012036	PL	14	PLANT 2A BACKUP GENERATOR	2012	\$200,000	\$19,342		\$19,190	6/30/14
2012037	JRM	7	OSO PKWY 12"RW MAIN RELOCT	2012	\$192,000				6/30/14
2012038	MTC	12	UPPER CHIQUITA ENVIRONMENTAL MITIGATION	2012	\$250,000				6/30/17
2013003	JRM	7	SOUTH RIDGE RW RES RECOAT & IMPROV	2013	\$600,000				6/30/14
2013005	EP	7	LOWER SALADA LS FORCE MAIN REPLACEMENT	2013	\$1,100,000				6/30/15

-54-

TABLE 2
QUARTERLY CAPITAL IMPROVEMENT PROGRAM REPORT
MOULTON NIGUEL WATER DISTRICT
QUARTERLY PROJECT STATUS - THIRD QUARTER - JANUARY THROUGH MARCH
FISCAL YEAR: JULY 2012 TO JUNE 2013

PROJECT NUMBER	PRJT MGR	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	APPROVED EXPENSE AUTHORIZATION	EXPENDED FROM INCEPTION TO DATE	REMAINING CONTRACTUAL AMOUNT	ESTIMATED COMPLETION DATE
2013004	EP	7	REGIONAL LS FORCE MAIN REPLACEMENT	2013	\$1,100,000				6/30/15
2013010	EP	7	GALLUP SEWER REPLACEMENT	2013	\$19,000	\$19,000			6/30/14
2013011	JRM	7	WOOD CANYON RESERVOIR RECOAT	2013					6/30/14
Subtotal					\$42,789,369	\$10,220,181	\$6,453,632	\$708,840	
FUTURE PROJECTS									
2013001	JRM	7	EAST ALISO CREEK RES RECOAT & IMPROV	2013	\$1,500,000				88%
2013006		7	FY 2013-14 MH REHABILITATION	2013	\$350,000				84%
2013002	JRM	7	MATHIS RW RES RECOAT & IMPROVE	2013	\$800,000				80%
		14	CLOR-TEC BUILDING DESIGN PLAN		\$100,000				80%
2012011	EP	7	EASEMENT REHABILITATION PROGRAM - Phase 1	2012	\$7,850,000				76%
		7	EASEMENT REHABILITATION PROGRAM - Phase 2		\$6,000,000				76%
		7	LINDA VISTA DR SEWER LINING		\$302,000				76%
		7	NATIONAL PARK SEWER LINING		\$253,000				76%
2011033	MM	7	ASSET MANAGEMENT PROGRAM/CMMS	2011	\$350,000				72%
		7	CORROSION CONTROL PROGRAM		\$150,000				72%
		7	PACIFIC PARK PS ENGINE REPLACEMENT		\$505,000				72%
		7	ROLLING HILLS PS ENGINE & PUMP REPLACEMENT		\$565,000				72%
		7	SHEEP HILL PS ENGINE & PUMP REPLACEMENT		\$565,000				72%
		7	STEEL TANKS SEISMIC & STRUCT RETROFITS - PW		\$1,800,000				72%
		7	STEEL TANKS SEISMIC & STRUCT RETROFITS - RW		\$1,200,000				72%
		14	WASTEWATER MASTER PLAN		\$500,000				72%
2011043	JRM	14	3A OUTFALL LINE VALVES	2011	\$410,000				68%
2012026		7	VALVE REPLACEMENT PROJECT	2012	\$2,700,000				68%
		12	SOUTH COUNTY PIPELINE TAKEOUT FACILITY		\$2,200,000				68%
		14	WATER MASTER PLAN		\$700,000				68%
2011037	SLM	7	MISSION VIEJO HS LINE/VAULT REFURB	2011	\$160,000				64%
2012010	EP	7	CVP 16-INCH PW LINE REHABILITATION	2012	\$650,000				64%
		7	VAULT REMOVAL (11 SITES)		\$400,000				64%
		7	ALISO CREEK LS REHABILITATION		\$200,000				64%
2009010	MM	14	MISSION HOSPITAL SECONDARY FEED	2009	\$380,000				60%
2011028	LAB	7	VALENCIA LS REFURBISHMENT	2011	\$200,000	\$15,000			60%
2011040	EP	14	RES&PUMP LS SITE ACCESS	2011	\$170,000				60%
2012012	MM	7	FIELD GIS - SEWER LINE CLEANING & MH	2012	\$40,000				60%
		7	54-INCH CIP IMPROVEMENTS		\$500,000				60%
	MM	7	MATHIS PUMP IMPROVEMENTS		\$400,000				60%
2010001	EP	14	650-ZONE NIGUEL ROAD INTERTIE	2010	\$640,000				56%

-55-

#11

**TABLE 2
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 QUARTERLY PROJECT STATUS - THIRD QUARTER - JANUARY THROUGH MARCH
 FISCAL YEAR: JULY 2012 TO JUNE 2013**

PROJECT NUMBER	PRJT MGR	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	APPROVED EXPENSE AUTHORIZATION	EXPENDED FROM INCEPTION TO DATE	REMAINING CONTRACTUAL AMOUNT	ESTIMATED COMPLETION DATE
		14	MARGUERITE/OSO CIP TAKEOUT		\$2,500,000				56%
		7	RESERVOIR SITE OVERFLOW AND DRAINAGE IMPROVEMENTS		\$400,000				56%
		7	3A ETM CREEK BANK STABILIZATION		\$2,000,000				56%
		7	3A ETM REPLACEMENT - AVE DE LA VISTA		\$2,100,000				56%
		7	3A ETM REPLACEMENT - CAMINO CAPO		\$3,300,000				56%
2012013	MM	7	FIELD GIS - VALVE TURNING DATA SOFTWARE	2012	\$40,000				52%
2013008		12	FY 2013-14 RW RETROFITS	2013	\$100,000				52%
		14	SECURITY ENHANCEMENTS		\$1,000,000				52%
		7	HIGHLAND PUMP PRESSURE RELIEF TO 650 ZONE		\$150,000				52%
		14	RECYCLED MASTER PLAN		\$300,000				52%
		14	OSO CREEK SEWER PARALLEL PIPELINE		\$1,200,000				52%
2011034	MM	7	GIS VIEWER AND CONFIGURATION	2011	\$60,000				48%
2011045	JRM	14	N ALISO LS BY-PASS & SITE IMPROVEM	2011	\$200,000	\$20,000	\$9,990		48%
2011077	JRM	14	MOULTON PEAK RADIO TOWER IMPROVEME	2011	\$115,000	\$20,000			48%
		12	PRESSURE REDUCING STATION AT SADDLEBACK RW RES		\$200,000				48%
2012016	LAB	7	LITTLE NIGUEL PS ROOF REPLACEMENT	2012	\$20,000				44%
		14	OSO-TRABUCO SEWER CONNECTION		\$107,000				40%
		7	3A ETM SJ CREEK-COUNTY OF ORANGE PHASE VIII	2012	\$900,000				28%
2011032	EP	7	OLD RANCH ROAD EASEMENT REFURBISHM	2011	\$100,000				20%
	LAB	7	MAIN OFFICE A/C UNITS REPLACEMENT		\$150,000				20%
		7	PZ450 ALISO CREEK POTABLE LINE RELOCATION		\$255,000				20%
Subtotal					\$47,737,000				
SOCWA & JRWSS PROJECTS									REMAINING BALANCE
JRWSS14		7	SCWD/JRWSS CAPITAL PROJECT	2013	\$12,606,901	\$2,605,331	\$992	N/A	\$2,604,339
SOCWA112		7	2013/2014 SOCWA CAPITAL PC 2(R)	2013	\$9,952,725	\$171,131	\$75,090	N/A	\$96,041
SOCWA113		7	2013/2014 SOCWA PC 5	2013	\$96,614	\$11,633		N/A	\$11,633
SOCWA114		7	2013/2014 SOCWA PC 3A(R)	2013	\$13,777,784	\$280,313	\$78,560	N/A	\$201,753
SOCWA115		7	2013/2014 SOCWA CAPITAL PC 15(R)	2013	\$6,878,955	\$819,000	\$378,730	N/A	\$440,270
SOCWA116		7	2013/2014 SOCWA CAPITAL PC 17(R)	2013	\$25,841,606	\$2,826,556	\$157,200	N/A	\$2,669,356
SOCWA117		7	2013/2014 SOCWA PC 21	2013	\$723,909	\$560,000		N/A	\$560,000
SOCWA118		7	2013/2014 SOCWA PC 24	2013	\$69,903	\$32,888		N/A	\$32,888
Subtotal					\$69,948,397	\$6,713,964	\$690,572		\$6,023,392

-56-

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QUARTERLY CAPITAL IMPROVEMENT PROGRAM REPORT
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FISCAL YEAR: JULY 2012 TO JUNE 2013

PROJECT NUMBER	PRJT MGR	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	APPROVED EXPENSE AUTHORIZATION	EXPENDED FROM INCEPTION TO DATE	REMAINING CONTRACTUAL AMOUNT	ESTIMATED COMPLETION DATE
PLACEHOLDER PROGRAMS							COMMITTED	REMAINING BALANCE	
	14		UNANTICIPATED PROJECTS FUND 14	2013	\$5,850,000	\$100,000		N/A	\$100,000
	7		UNANTICIPATED PROJECTS FUND 7	2013	\$20,500,000	\$500,000	\$334,000	N/A	\$166,000
	14		AMP BOOSTER PS	2013	\$2,000,000	\$0		N/A	N/A
	7		RESERVOIR RECOATING PROGRAM	2013	\$4,000,000				
	12		RECYCLED WATER RETROFITS PROGRAM	2013	\$450,000				
	7		RESERVOIR RECOATING PROGRAM - RW	2013	\$3,312,000				
	7		MH REHABILITATION PROGRAM	2013	\$3,150,000				
	7		SEWER LINING PROGRAM	2013	\$2,100,000				
	7		PW PROJECTS PER ASSET MANAGEMENT MODEL	2013	\$11,996,000	\$0		N/A	N/A
	7		RW PROJECT PER ASSET MANAGEMENT MODEL	2013	\$7,536,000	\$0		N/A	N/A
	7		WW PROJECT PER ASSET MANAGEMENT MODEL	2013	\$5,962,000	\$0		N/A	N/A
Subtotal					\$66,856,000	\$600,000	\$334,000		\$266,000
TOTAL					\$233,813,691	\$22,870,332	\$9,929,716		

-57-

Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** November 18, 2013
FROM: Matt Collings, Assistant General Manager
SUBJECT: Quarterly Operational Status Report

SUMMARY:

Issue: The District's Quarterly Operational Status Reports are provided as an attachment to this staff report. This quarterly report is for July, August, and September of Fiscal Year 2013-14.

Recommendation: This is an informational item only.

Fiscal Impact: None

DISCUSSION:

The Quarterly Operational Status Report provides an overview of potable water, recycled water, and wastewater flows for the reported quarter. The report also includes updates to the District's total number of service connections and a comparison to the previous year. Some highlights to note this quarter include:

- New service connections have increased during the quarter, primarily for residential developments in Aliso Viejo and Mission Viejo.
- Potable water and recycled water demand decreased slightly compared to the first quarter from the previous year.
- Wastewater flows show an increase in the daily average from last year.

Attachment

METERS IN SERVICE**FIRST QUARTER 13/14**

Description	Meters Added/(Subtracted) this Quarter	Total Meters at End of Quarter	Total Meters One Year Ago
Single Family	25	33,760	33,680
Multi Family	25	15,566	15,435
Commercial	3	2,888	2,874
Irrigation	1	2,663	2,657
Total	54	54,877	54,646

Total population as of 2010 Census: 163,805

POTABLE WATER IMPORTED**FIRST QUARTER 13/14**

Source	Current Quarter Volume (af)	Year to Date Volume (af)	Previous Year to Date Volume (af)
Joint Transmission Main	1,259.3	1,259.3	1,210.6
Allen-McColloch Pipeline	2,361.0	2,361.0	2,570.8
Central Intertie Pipeline	5,185.4	5,185.4	5,210.3
**Interties to MNWD	0	0	0
Interties to Other Districts	(2.6)	(2.6)	(116.1)
Total	8,803.1	8,803.1	8,875.6

#12.**WASTEWATER TREATMENT FLOWS (MGD)****FIRST QUARTER 13/14**

Description	Capacity Ownership (MGD)	Current Quarter Daily Average (MGD)	Previous Year Daily Average (MGD)
Plant 3A	5.75	1.909	1.888
Joint Regional	12.0	8.654	8.964
JB Latham	3.0	1.682	1.795
Coastal	1.96	0	0
Total Flow	22.71	12.245	12.647

RECYCLED WATER PRODUCED**FIRST QUARTER 13/14**

Source	Current Quarter Volume (af)	Year to Date Volume (af)	Previous Year to Date Volume (af)
Regional AWT	2,185.5	2,185.5	2,165.3
Plant 3A AWT	207.0	207.0	334.4
SCWD AWT **	21.9	21.9	(35.8)
Total Produced	2,414.4	2,414.4	2,463.9
From Other Sources	83.6	83.6	203.9
To(-)/From(+) Storage	499.8	499.8	377.7
Total Delivered	2,997.8	2,997.8	3,045.5

**To MNWD (+) / From MNWD (-)