



**ENGINEERING & OPERATIONS
BOARD OF DIRECTORS' MEETING
MOULTON NIGUEL WATER DISTRICT
27500 La Paz Road, Laguna Niguel
December 16, 2013
9:00 AM
Approximate Meeting Time: 2 Hours**

1. CALL MEETING TO ORDER
2. APPROVE THE MINUTES OF THE NOVEMBER 18, 2013 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING

3. PUBLIC COMMENTS

Persons wishing to address the Board of Directors on matters not listed on the Agenda may do so at this time. "Request To Be Heard" forms are available at the entrance to the Board Room. Comments are limited to five minutes unless further time is granted by the Presiding Officer. Submit form to the Recording Secretary prior to the beginning of the meeting.

Those wishing to address the Board of Directors on any item listed on the Agenda should submit a "Request To Be Heard" form to the Recording Secretary before the Presiding Officer announces that agenda item. Your name will be called to speak at that time.

PRESENTATION ITEMS

4. Operations Facilities Assessment Study (OFAS) Status Update

DISCUSSION ITEMS

5. Interconnection Agreement with El Toro Water District and Santa Margarita Water District
6. Joint Transmission Main Quitclaim Deed
7. Regional Lift Station Pump Replacement Contract
8. Project Partners Contract Amendment No. 2
9. Dudek Contract Amendment for San Juan Creek Project
10. Hydro Excavator Purchase

11. Wood Canyon Drive Emergency Repair

INFORMATION ITEMS

12. Residential Demand Modeling Update - Pilot Program
13. Joint Powers Authority Quarterly Update
14. Late Items (Appropriate Findings to be Made)
 - a. Need to take immediate action; and
 - b. Need for action came to District's attention after Agenda Posting. [Requires 2/3 vote (5 members) or unanimous vote if less than 2/3 are present]

ADJOURNMENT

The Board of Directors' Meeting Room is wheelchair accessible. If you require any special disability related accommodations (i.e., access to an amplified sound system, etc.), please contact the Moulton Niguel Water District Secretary's office at (949) 831-2500 at least forty-eight (48) hours prior to the scheduled meeting. This agenda can be obtained in alternate format upon written request to the Moulton Niguel Water District Secretary at least forty-eight (48) hours prior to the scheduled meeting.

Agenda exhibits and other writings that are disclosable public records distributed to all, or a majority of, the members of the Moulton Niguel Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection at the District Office, 27500 La Paz Road, Laguna Niguel, CA ("District Office"). If such writings are distributed to members of the Board less than seventy-two (72) hours prior to the meeting, they will be available in the reception area of the District Office at the same time as they are distributed except that, if such writings are distributed immediately prior to, or during the meeting, they will be available in the Board meeting room and on the District website at www.mnwd.com.



**MINUTES OF THE REGULAR MEETING
OF THE ENGINEERING & OPERATIONS
BOARD OF DIRECTORS
OF THE
MOULTON NIGUEL WATER DISTRICT**

November 18, 2013

A Regular Meeting of the Engineering & Operations Board of Directors of the Moulton Niguel Water District was held at the District offices, 27500 La Paz Road, Laguna Niguel, California, at 9:00 AM on November 18, 2013. There were present and participating:

DIRECTORS

Donald Froelich	Vice President/Chair
Scott Colton	Director
Richard Fiore	Director
Gary Kurtz	Director
Larry Lizotte	Director
Larry McKenney	President
Brian Probolsky	Vice President

Also present and participating were:

STAFF MEMBERS, LEGAL COUNSEL, AND MEMBERS OF THE PUBLIC

Joone Lopez	General Manager
Matt Collings	Assistant General Manager
Marc Serna	Director of Engineering & Operations
Michael Gomez	Director of Finance/Treasurer
Gina Hillary	Director of Human Resources
Kelly Winsor	Assistant to the General Manager
Todd Novacek	MNWD
Ray McDowell	MNWD
Eva Plajzer	MNWD
Megan Geer	MNWD
Jack Panichapan	Gillis & Panichapan Architects
Pat Giannone	Bowie, Arneson, Wiles & Giannone
Paige Gulck	Board Secretary

#2.

1. CALL MEETING TO ORDER

The meeting was called to order by Don Froelich at 9:00 a.m.

2. APPROVE THE MINUTES OF THE OCTOBER 14, 2013 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING

MOTION DULY MADE BY LARRY LIZOTTE AND SECONDED BY GARY KURTZ, MINUTES OF THE REGULAR MEETING OF THE ENGINEERING AND OPERATIONS BOARD OF DIRECTORS DATED OCTOBER 14, 2013 WERE APPROVED AS PRESENTED.

3. PUBLIC COMMENTS

None

PRESENTATION ITEMS

4. Operations Facilities Assessment Study (OFAS) Status Update

Joone Lopez provided a summary table with estimated projections from the Operations Facilities Assessment Study. Discussion ensued regarding the categories and numbers presented.

Brian Probolsky arrived at 9:03 a.m.

Larry McKenney arrived at 9:10 a.m.

DISCUSSION ITEMS

5. Baker Water Treatment Plant, Project No. 2006.071, Resolution No. 13 - ____

Joone Lopez presented the revised resolution for the Baker Water Treatment Plant Project. The final agreement should be ready for distribution at the Special Finance Board Meeting on November 20, 2013.

6. Regional Lift Station and Lower Salada Lift Station Force Mains Replacement Study, Project Nos. 2013.004 and 2013.005

Matt Collings provided background and information on the study. Force mains are unable to run to a point of failure and need to be replaced before the end of their useful life. An assessment of the pipeline, options, and recommendations were provided to the Board. Discussion ensued regarding selection process and necessity of the project.

7. Rehabilitation of the Southridge Recycled Water and Wood Canyon Potable Water Reservoirs, Project Nos. 2013.003 and 2013.011

Matt Collings provided a summary of the project. Advanced Industrial Services is recommended for execution of the project.

8. Replacement of Vehicle Unit 22

Joone Lopez presented the recommendation to purchase the vehicle. The vehicle has over 300,000 miles and is no longer operational.

9. Old Ranch Road Emergency Repair

Joone Lopez provided background on the emergency repair of Old Ranch Road.

INFORMATION ITEMS

10. Upper Salada Force Main Valve Replacement Project Update

Todd Novacek presented a PowerPoint presentation on the repair of the force main valves.

11. Quarterly Capital Improvement Program Status Report

Joone Lopez stated the Capital Improvement Program quarterly update for the first quarter of fiscal year 2013-14 is included in the packet for reference.

12. Quarterly Operational Status Report

Matt Collings noted that water loss has different levels, and staff is working on a report that will identify these levels.

13. Late Items (Appropriate Findings to be Made)

None

ADJOURNMENT

The meeting was adjourned at 11:18 a.m.

Respectfully submitted,

Paige Gulck
Board Secretary

Moulton Niguel Water District



STAFF REPORT

TO: Board of Directors **MEETING DATE:** December 16, 2013

FROM: Matt Collings, Assistant General Manager

SUBJECT: Interconnection Agreement with El Toro Water District and Santa Margarita Water District

SUMMARY:

Issue: The District, El Toro Water District (ETWD), and Santa Margarita Water District (SMWD) have developed an interconnection agreement that would allow water to be conveyed from the District’s service area to ETWD if required.

Recommendation: It is recommended that the Board of Directors approve the revised Interconnection Agreement (Agreement) subject to non-substantive changes approved by the General Manager and Legal Counsel; and authorizes the General Manager to execute the Agreement.

Fiscal Impact: The project cost is estimated to be \$455,000. Sufficient funds for the project have been included in the Planning and Construction Fund for Fiscal Year 2013-14. Per the terms of the Agreement, the District will be reimbursed for all expenses associated with the design and construction of the facilities associated with the Agreement by SMWD.

BACKGROUND:

The District’s Board of Directors approved the interconnection agreement with ETWD and SMWD at the October 17, 2013 Board Meeting. The agreement was approved subject to non-substantive changes approved by the District’s General Manager and Legal Counsel. Following approval of the agreement, District staff worked with the representatives from ETWD, SMWD, and legal counsel on changes to the agreement as proposed by the agencies.

DISCUSSION:

The changes were specific to the indemnification portions of the agreement in Section 2, and were considered substantive in nature. These revisions are marked against the version that was previously approved by the Board. The result is stronger revisions overall to the indemnity going to MNWD.

#5.

Staff and the District's Legal Counsel support the revisions. These changes were discussed with Board Directors, Larry McKenney and Richard Fiore.

Attachment: Draft Interconnection Agreement

**INTERCONNECTION AGREEMENT
AMONG EL TORO WATER DISTRICT, MOULTON NIGUEL WATER DISTRICT
AND SANTA MARGARITA WATER DISTRICT**

THIS AGREEMENT (“Agreement”) is made and entered into and effective this _____ day of _____, 2013, among EL TORO WATER DISTRICT (ETWD), MOULTON NIGUEL WATER DISTRICT (MNWD), and SANTA MARGARITA WATER DISTRICT (SMWD), each a California water district formed and existing pursuant to Section 34000 *et seq.* of the California Water Code and sometimes collectively referred to herein as the “Parties,” or individually a “Party.”

RECITALS

WHEREAS, ETWD’s service area boundary and MNWD’s service area boundary are adjacent to each other; and

WHEREAS, ETWD desires to connect to MNWD’s potable water distribution system in order to provide ETWD an alternative means to convey water from various sources, including water ETWD derives from its capacity in the Baker Water Treatment Plant, to ETWD as depicted in **Exhibit A** “of this Agreement; and

WHEREAS, the Interconnection (as defined below) will provide regional reliability and system operational flexibility with regard to coordinated operation of the R-6 and Upper Chiquita Reservoirs during planned and/or unplanned import or local supply/system interruptions; and

WHEREAS, on or about March 20, 2000, SMWD and ETWD executed that certain Agreement, Purchase and Sale of Capacity in El Toro Reservoir (“R-6 Reservoir Agreement”). The R-6 Reservoir Agreement provides, in part, that SMWD would extend and construct a connection (“R-6 Transmission Line”) from the R-6 Reservoir (as that term is defined the R-6 Reservoir Agreement) to the Aufdenkemp Facilities (as that term is defined in the R-6 Reservoir Agreement); and

WHEREAS, SMWD and ETWD agree that SMWD’s funding of the Interconnection satisfies SMWD’s obligation to construct and install the R-6 Transmission Line under the R-6 Reservoir Agreement; and

WHEREAS, MNWD has sufficient transmission capacity to deliver the water ETWD derives from its capacity in the Baker Water Treatment Plant to ETWD at the proposed connection site, in an amount up to five (5) cubic feet per second (“cfs”), and is amenable to undertaking the design and construction work for implementing the Interconnection on the terms and conditions set forth in this Agreement.

#5.

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

AGREEMENT

1. The above Recitals are incorporated herein and made a part of this Agreement.

2. The cost for the preparation of engineering drawings and specifications, and construction of all work necessary to complete a one-way connection from MNWD's potable water system to ETWD's water distribution system that will allow delivery of the MNWD water to ETWD (hereafter "Interconnection," as depicted in Exhibit A attached hereto) will be paid by MNWD, subject to reimbursement from SMWD as further described in this Agreement. MNWD will enter into contracts for the Interconnection design and construction work, subject to ETWD's review, approval and sign-off of the plans and specifications prior to solicitation of bids and/or proposals for the work by MNWD. ETWD will be signatory to the plans and specifications, and will formally accept that portion of the Interconnection depicted under section 5 it will own upon completion thereof. MNWD will include ETWD and SMWD as indemnified parties along with MNWD under the terms of the construction contract for the Interconnection work, and will also include ETWD and SMWD as named additional insureds along with MNWD under all commercial and/or general liability policies provided by contractors for the Interconnection work. ~~Any review of the plans or the signing of the plans and specifications or inspection of the Interconnection by ETWD shall be for the sole use and benefit of ETWD and neither MNWD or SMWD nor any third party shall be entitled to rely thereon for any purpose. ETWD does not undertake or assume any duty, responsibility or liability for creation of the Interconnection, including the plans prepared therefor.~~

SMWD will reimburse MNWD for all costs associated with the design and construction of the Interconnection including costs incurred by MNWD Staff for time spent on the Interconnection work based on MNWD's Staff total compensation rates. SMWD shall indemnify, defend and hold harmless ETWD and MNWD and their respective employees, representatives, officers and directors from any and all claims, demands, causes of action, damages, costs and expenses (collectively, "Costs"), including attorneys fees, property damage, bodily injuries, personal injury, losses or liabilities, in law or in equity, of every kind and nature associated with (a) the creation of the Interconnection, including, without limitation, design, construction and compliance with environmental laws; and (b) the Interconnection work described in this section 2. The foregoing indemnity shall apply to any Costs, excluding those resulting from the sole negligence or willful misconduct or active negligence or malfeasance of ETWD, or of MNWD. ETWD shall indemnify, defend and hold harmless MNWD and its employees, representatives, officers and directors from all Costs (as defined in this section 2), including attorneys fees, property damage, bodily injuries, personal injury, losses or liabilities, in law or in equity, of every kind and nature associated with the Interconnection design and design work that is reviewed and approved by ETWD.

3. The Parties intend that the Interconnection will enable MNWD to periodically supply up to approximately five (5) cfs of potable water to the ETWD distribution system in the event that ETWD reasonably believes that it cannot receive water at the approximate flow rate to which ETWD is entitled from the Baker Water Treatment Plant in

accordance with ETWD's capacity right/flow rate in such plant through the transmission means designated in the Amended and Restated Agreement For Construction, Operation and Maintenance of Baker Water Treatment Plant dated November [redacted], 2013 ("Baker Agreement"). The approximate five (5) cfs flow rate maximum described herein will be automatically adjusted, without the necessity to amend this Agreement, to reflect any change in ETWD's capacity/flow rate under the Baker Agreement. Supply by MNWD through the Interconnection is subject to the availability of such water from contemplated supply sources as determined by MNWD in its reasonable discretion, and shall not mean any ownership, leasehold or any other possessory interest by ETWD in MNWD's supply or transmission facilities or delivery system, or capacity therein.

4. The activation of the Interconnection will require manual operation. MNWD will activate the Interconnection within forty-eight (48) hours of the receipt by the MNWD Assistant General Manager or Director of Engineering & Operations of a written notice and request for service from ETWD (provided in accordance with section 13) upon, and subject to, the conditions outlined under section 3 herein.

5. ETWD shall maintain and own the Interconnection from the point of connection to the MNWD distribution system to the point of connection to the ETWD distribution system, all as shown in Exhibit "A" attached hereto. MNWD shall maintain and own the Interconnection upstream of the point of connection to the ETWD distribution system as shown in Exhibit "A" attached hereto.

6. The construction of the Interconnection shall include a water flow meter for measuring the transfer of water to ETWD. MNWD will maintain the water flow meter and invoice ETWD for costs associated with an annual meter calibration.

7. Water flow will be totaled by the above described flow meter and in the event of use by ETWD, the water used shall be paid for by payment in cash or by any other mechanism mutually agreed upon at the end of the month in which ETWD's use occurred. Payments shall be equivalent to MNWD's incurred costs for furnishing the water to ETWD including, as appropriate, the prevailing cost of Baker Water Treatment Plant product water and/or any surcharge associated with the conveyance through the South County Pipeline, or as applicable, costs related to any other source which is used to furnish the water to ETWD through the Interconnection. Each invoiced amount shall be due and payable within thirty (30) days of mailing of the invoice.

8. MNWD assumes no liability to the other Parties with respect to interruptions in water deliveries, reductions in water deliveries, or the quality of the source water conveyed through the Interconnection to ETWD. Upon transfer of water through the Interconnection at the connection point owned by ETWD, all water thereby conveyed shall be deemed to be ETWD's own water, for all purposes.

9. Upon the completion and acceptance of the portion of the Interconnection SMWD's obligation to extend and construct the R-6 Transmission Line shall be deemed satisfied and SMWD shall have no further obligation to construct the same; provided, other SMWD obligations set forth in this Agreement shall remain in full force and effect, as applicable.

#5.

10. This Agreement shall remain in effect for as long as ETWD is a participant with a capacity right/flow rate in the Baker Water Treatment Plant and the Baker Agreement is in full force and effect, unless the Parties mutually agree to terminate it.

11. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. No customer, other person or entity other than the Parties shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement, either express or implied, is intended to confer upon any customer or other person or entity other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12. This writing constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements, which may have been entered into between the Parties prior to the execution of this Agreement. If any term or condition of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law unless that term or condition declared invalid or unenforceable is so material that its validity/enforceability deprives any Party of the basic benefit of their bargain or renders the remainder of this Agreement meaningless.

13. Any notice, payment, instrument, or request required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received as follows: by email when the recipient, by an email sent to the email address for the sender or by another method as provided in this section, acknowledges having received that email (with an automatic "read receipt" not constituting acknowledgement of an email for purposes of this section 13); by personal delivery; or upon deposit of the same in any United State Post Office, registered or certified, postage prepaid, addressed as follows:

El Toro Water District
24251 Los Alisos Boulevard
Lake Forest, CA 92630
Attn: General Manager

Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA 92677-3489
Attn: General Manager

Santa Margarita Water District
26111 Antonio Pkwy
Santa Margarita, CA 92688
Attn: General Manager

14. In the event it becomes necessary for either party to bring legal action to enforce this Agreement, the prevailing party shall be entitled to recover its attorney's fees and legal costs incurred in said proceeding.

15. The Parties desire to resolve as quickly and as amicably as possible any disputes as to the meaning of any portion of this Agreement, the validity of any determination or calculation, or the rights or obligations of the Parties pursuant hereto. Therefore, prior to initiation by a Party of any litigation or other proceeding in connection with this Agreement, the Parties shall meet and make good-faith efforts to resolve any such disputes on an informal basis. The Party that first raises a claim against another Party(ies) in connection with a dispute shall be responsible for providing written notice to such other Party(ies) and thereby initiating the informal dispute resolution efforts. Such informal efforts may include mediation of the dispute if agreed by the Parties involved in the dispute. Not sooner than thirty (30) days after diligent efforts to resolve a dispute have been initiated, if the Parties have been unable to resolve the dispute on such informal basis, any Party involved in the dispute may, in its discretion and after providing written notice to the other Party(ies) that the informal dispute-resolution efforts are being terminated, proceed to take any and all such action to enforce or protect its rights as permitted by law and/or this Agreement. If a Party initiates informal dispute-resolution with respect to a dispute, any statutory limitation for filing of a court action or commencement of any other proceeding shall be tolled for a period of days equal to the number of days that elapsed between delivery of the notice initiating informal dispute-resolution and the notice terminating informal dispute-resolution.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, by authorization of their respective Boards of Directors, on the date and year hereinabove written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

#5.

EL TORO WATER DISTRICT

BY: _____
Robert R. Hill, General Manager

MOULTON NIGUEL WATER DISTRICT

BY: _____
Joone Lopez, General Manager

SANTA MARGARITA WATER DISTRICT

BY: _____
Dan Ferons, General Manager

[signature page to Interconnection Agreement among ETWD, MNWD and SMWD]

#6.

4,000-linear feet of pipeline, isolation valve vault, and associated appurtenances in exchange for three easements that were necessary for the new alignment. Staff, in conjunction with the SCWD, has reviewed the property that will be quitclaimed to the Irvine Company and determined that the existing land has little to no value based on the existing habitat and the encumbrance of the overlapping easements of the ATM. Tetra Tech verified and surveyed the property and provided the legal description for the deed. Staff recommends that the Board of Directors authorize the General Manager to execute the quitclaim deed for real property related to the 25 foot easement along the San Diego Creek in Irvine, CA.

Attachment: "Easement Quitclaim Deed"

**RECORDED AT THE REQUEST OF,
AND WHEN RECORDED MAIL TO:**

Irvine Community Development Company LLC
550 Newport Center Drive
Newport Beach, CA 92660
Attn: General Counsel's Office

WITH A CONFORMED COPY TO:

South Coast Water District
P.O. Box 30205
Laguna Niguel, CA 92607-0205
Attn: Director of Operations

(Space Above This Line For Recorder's Use)

FREE RECORDING REQUESTED:
Essential to Acquisition By
South Coast Water District
Government Code Section 6103

**Documentary Transfer Tax: \$0 No Consideration
[Exempt from Documentary Transfer Tax per
Rev. & Taxation Code Sec. 11911(a)]**

Signature of Declarant or Agent determining tax

EASEMENT QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SOUTH COAST WATER DISTRICT, a County water district organized under and existing pursuant to Section 34000 et seq. of the California Water Code ("***District***"), successor in interest to the Tri-Cities Municipal Water District, a grantee under that certain Grant of Easement recorded on October 1, 1963 in Book 6740, Pages 350-353 of the Official Records of Orange County (the "***Transmission Main Easement***"), and Irvine Ranch Water District,, Moulton Niguel Water District, City of San Juan Capistrano, as successors in interest to Orange County Water Works District No. 4, and each of them as co-granters under the Transmission Main Easement, hereby REMISE, RELEASE AND FOREVER QUITCLAIM to IRVINE COMMUNITY DEVELOPMENT COMPANY LLC, a Delaware limited liability company, and THE IRVINE LAND COMPANY LLC, a Delaware limited liability company, as their interests appear of record,

all RIGHTS, TITLE AND INTEREST of District in and to the portions of the easement area conveyed under the Transmission Main Easement located within the real property described on **Exhibit A** and depicted on **Exhibit B** attached hereto (the "***Quitclaimed Area***").

The rights, title and interest hereby quitclaimed are not necessary or useful in the performance of the duties of District.

This quitclaim shall be deemed to apply only to the rights, title and interest of District under the Transmission Main Easement as they pertain to the Quitclaimed Area and shall not diminish or affect any of District's rights, title and interest as to any other land described in the Transmission Main Easement located outside of the Quitclaimed Area.

#6.

DATED: _____

SOUTH COAST WATER DISTRICT,
a County water district

By: _____
Joseph McDivitt
Interim General Manager

DATED: _____

IRVINE RANCH WATER DISTRICT,
a County water district

By: _____
Paul Cook
General Manager

DATED: _____

MOULTON NIGUEL WATER DISTRICT,
a County water district

By: _____
Joone Lopez
General Manager

DATED: _____

City of San Juan Capistrano,

By: _____
Karen P. Brust
City Manager

DATED: _____

SOUTH COAST WATER DISTRICT,
a County water district

By: _____
Joseph McDivitt
Interim General Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, 20__, before me, _____, a Notary Public in and for said State, personally appeared **Joseph McDivitt**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

#6.

DATED: _____

IRVINE RANCH WATER DISTRICT,
a County water district

By: _____
Paul Cook
General Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, 20__, before me, _____, a Notary Public in and for said State, personally appeared **Paul Cook**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

DATED: _____

MOULTON NIGUEL WATER DISTRICT,
a County water district

By: _____
Joone Lopez
General Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, 20__, before me, _____, a Notary Public in and for said State, personally appeared **Joone Lopez**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

CITY OF SAN JUAN CAPISTRANO

DATED: _____

By: _____
Karen P. Brust
City Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, 20__, before me, _____, a Notary Public in and for said State, personally appeared **Karen P. Brust**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

EXHIBIT A

Legal Description of Quitclaimed Area

EXHIBIT A

THAT PORTION OF A STRIP OF LAND 25.00 FEET IN WIDTH, WITHIN BLOCKS 157 AND 171 OF IRVINE'S SUBDIVISION, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND WITHIN TRACT NO. 17179, IN SAID CITY, AS PER MAP FILED IN BOOK 902, PAGES 17 THROUGH 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, AS DESCRIBED IN THE GRANT OF EASEMENT FOR WATER FACILITIES PER DEED RECORDED OCTOBER 1, 1963 IN BOOK 6740, PAGE 350 OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY TERMINUS OF THE CENTERLINE COURSE SHOWN AS NORTH 02°26'01" EAST 3238.26 FEET IN SAID GRANT OF EASEMENT, SAID CENTERLINE HAVING A BEARING OF NORTH 02°25'30" EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE ALONG SAID EASEMENT CENTERLINE NORTH 02°25'30" EAST 3238.26 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1200.00 FEET; THENCE CONTINUING ALONG SAID EASEMENT CENTERLINE NORTHERLY 498.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°47'09" TO THE **TRUE POINT OF BEGINNING**, A RADIAL BEARING TO SAID POINT BEARS NORTH 68°38'21" EAST; THENCE CONTINUING ALONG SAID EXISTING GRANT OF EASEMENT CENTERLINE THE FOLLOWING SEVEN (7) COURSES:

1. CONTINUING ALONG SAID CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1200.00 FEET NORTHERLY 460.80 FEET THROUGH A CENTRAL ANGLE OF 22°00'06";
2. NORTH 43°21'45" WEST 1103.26 FEET;
3. NORTH 60°00'31" WEST 360.00 FEET;
4. SOUTH 83°50'12" WEST 230.73 FEET;
5. NORTH 74°00'01" WEST 1121.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1200.00 FEET;
6. NORTHWESTERLY 332.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°53'10";
7. NORTH 58°06'51" WEST 323.53 FEET TO THE POINT OF ENDING.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE NORTHWESTERLY IN A LINE PASSING THROUGH SAID POINT OF ENDING HAVING A BEARING OF NORTH 31°53'09" EAST AND SOUTHERLY IN A LINE PASSING THROUGH SAID TRUE POINT OF BEGINNING AND HAVING A RADIAL BEARING OF NORTH 68°38'21" EAST.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 11TH DAY OF JUNE, 2012

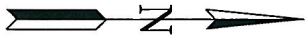
Gwen Vera del Castillo

GWEN-VERA DEL CASTILLO, PLS 5108



EXHIBIT B

Depiction of Quitclaimed Area

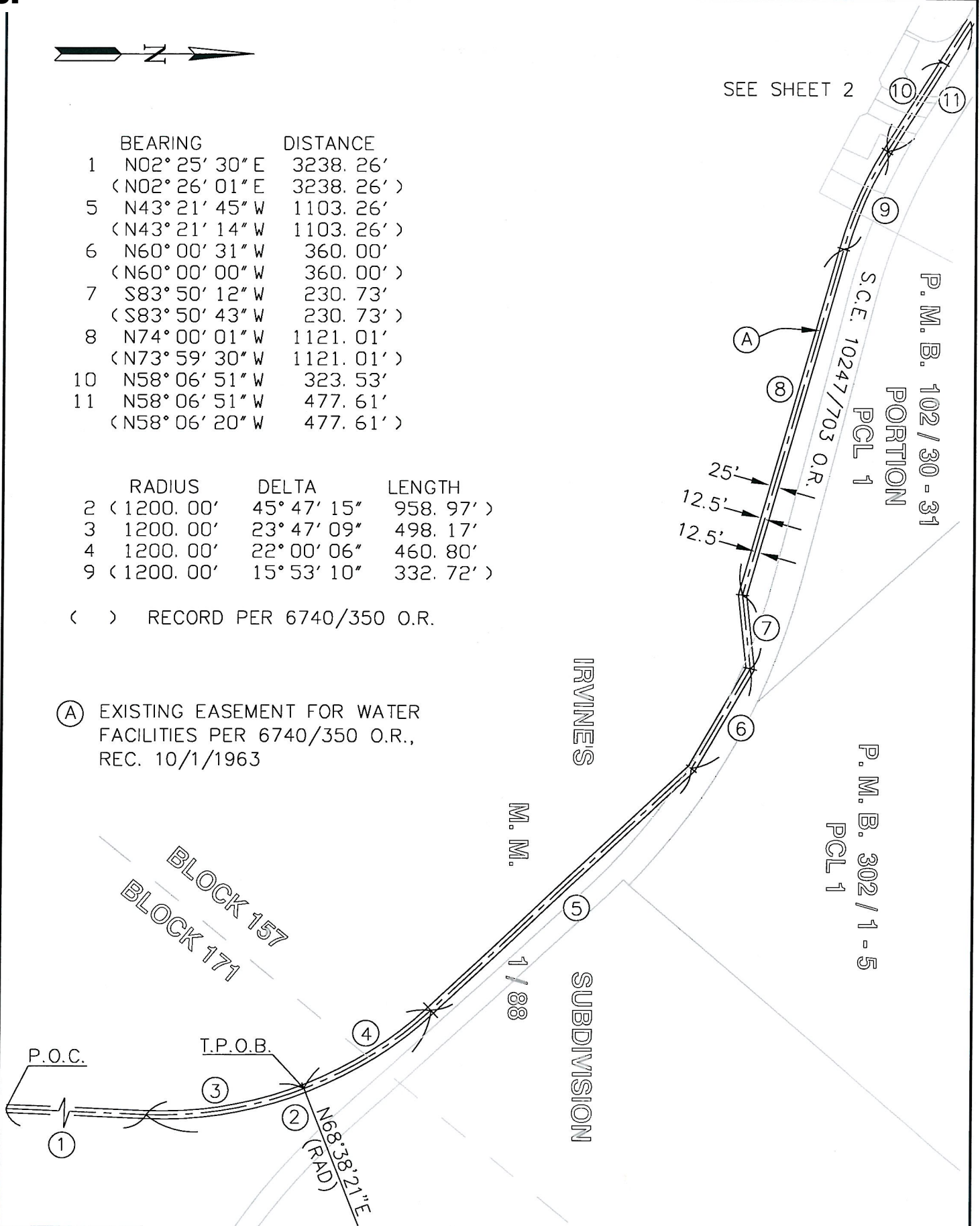


	BEARING	DISTANCE
1	N02° 25' 30" E	3238.26'
	(N02° 26' 01" E	3238.26')
5	N43° 21' 45" W	1103.26'
	(N43° 21' 14" W	1103.26')
6	N60° 00' 31" W	360.00'
	(N60° 00' 00" W	360.00')
7	S83° 50' 12" W	230.73'
	(S83° 50' 43" W	230.73')
8	N74° 00' 01" W	1121.01'
	(N73° 59' 30" W	1121.01')
10	N58° 06' 51" W	323.53'
11	N58° 06' 51" W	477.61'
	(N58° 06' 20" W	477.61')

	RADIUS	DELTA	LENGTH
2	(1200.00'	45° 47' 15"	958.97')
3	1200.00'	23° 47' 09"	498.17'
4	1200.00'	22° 00' 06"	460.80'
9	(1200.00'	15° 53' 10"	332.72')

() RECORD PER 6740/350 O.R.

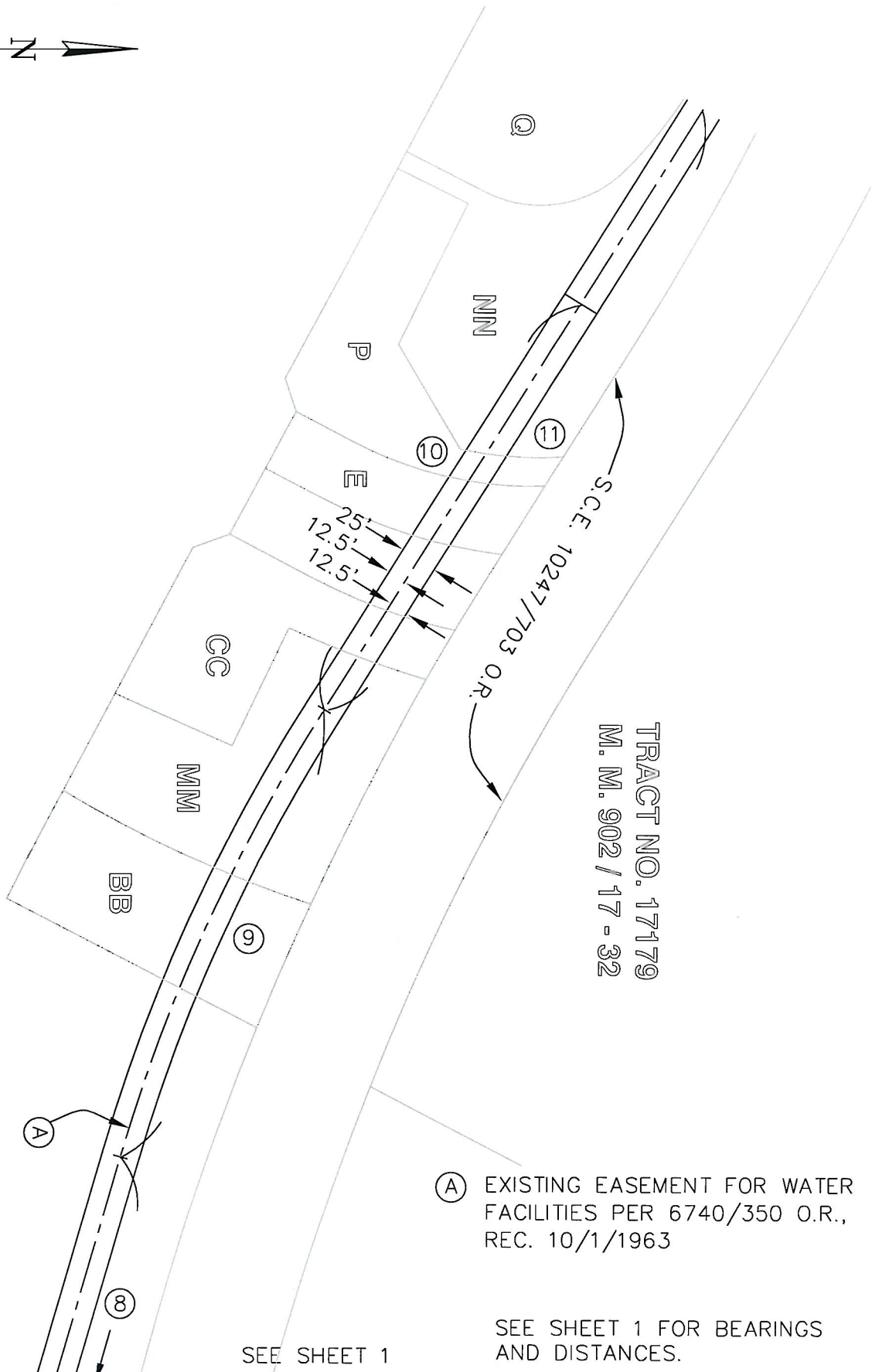
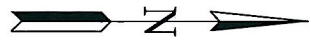
(A) EXISTING EASEMENT FOR WATER FACILITIES PER 6740/350 O.R., REC. 10/1/1963



JOB #: 108-054
 DATE: 6/7/12
 SCALE: 1" = 400'
 SHEET 1 OF 2

EXHIBIT "B"

COAST SURVEYING, INC.
 15031 PARKWAY LOOP, SUITE B
 TUSTIN, CA 92780-6527 (714) 918-6266



IRVINES SUBDIVISION
M. M. 1 / 88

BLOCK 157

TRACT NO. 17179
M. M. 902 / 17 - 32

(A) EXISTING EASEMENT FOR WATER FACILITIES PER 6740/350 O.R., REC. 10/1/1963

SEE SHEET 1 FOR BEARINGS AND DISTANCES.

SEE SHEET 1

JOB #: 108-054
DATE: 6/7/12
SCALE: 1"=100'
SHEET 2 OF 2

EXHIBIT "B"

COAST SURVEYING, INC.
15031 PARKWAY LOOP, SUITE B
TUSTIN, CA 92780-6527 (714) 918-6266

#7.

DISCUSSION:

On November 19, 2013, a request for bids was sent out, and the District received four sealed bids for the subject contract. The table below summarizes the received bids:

Firm	Bid
Pascal & Ludwig	\$569,000.00
SS Mechanical	\$573,000.00
Schuler Engineering	\$614,600.00
RC Foster	\$620,400.00
Engineer's Estimate	\$303,510.00

Staff reviewed the bids and determined that the lowest responsible and responsive bidder is Pascal & Ludwig. Staff has completed its review of the contract documents and has determined that they are in order. However, the bids received were significantly higher than the engineer's estimate. The prices for the pump and motor appears to be the reason for the price escalation and is much higher than a materials quote that staff received in early 2013 for similar equipment from Tekdraulics, the distributor of Cornell pumps. Staff evaluated the bids, the bid specifications, and the initial price quote and determined that it would be more cost effective for the District to reject the bids, revise the bid specifications for the pump and motor, and re-advertise for bids. Therefore, staff is recommending the rejection of all bids.

SUMMARY OF PROJECT BUDGET:

Project 2012.021 Regional Lift Station Pump Replacement:

	Previously Authorized	Requested Amount	Total Amount	Expended to Date
Project Items				
Engineering Services	\$40,785	\$0	\$40,785	\$28,640.00
Construction	\$0	\$0	\$0	\$0
Specialty Inspection	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0
District Labor & Other	\$0	\$0	\$0	\$0
Totals	\$40,785	\$0	\$40,785	\$28,640.00

Moulton Niguel Water District

STAFF REPORT



TO: Board of Directors **MEETING DATE:** December 16, 2013
FROM: Marc Serna, Director of Engineering and Operations
Eva Plajzer, Assistant Director of Engineering
SUBJECT: Project Partners Contract Amendment No. 2

SUMMARY:

Issue: Amendment No. 2 is required to fund the Professional Services Contract for a contract engineer past December 31, 2013 until the vacant engineering positions can be filled.

Recommendation: It is recommended that the Board of Directors approve Amendment No. 2 to the Professional Services Agreement with Project Partners for a not-to-exceed fee of \$104,000 for a total contract value not-to-exceed \$680,000; authorize the General Manager to execute Amendment No. 2 to the Professional Services Agreement.

Fiscal Impact: This amendment, together with Amendment No. 1, for the contract engineer position will be funded by unrealized expenses in the salaries line item of the FY 2013-14 Annual Budget until the budgeted Senior Engineer position is filled and staffing transition is completed. Funds will be transferred between the “Salaries & Benefits” and “Contract & Maintenance Agreements” line items to account for the engineering services in Amendment Nos. 1 and 2.

BACKGROUND:

On June 21, 2012, the Board of Directors authorized the General Manager to execute an agreement with Project Partners for a not-to-exceed fee of \$340,000 for FY 2012-13. Project Partners provides temporary engineers and technical staff on an out-source basis. In the District’s case, contract support from Project Partners is utilized to assist the District with the execution of the Capital Improvement Program (CIP) and the implementation and inspection of recycled water irrigation conversions.

On July 18, 2013, the Board of Directors authorized Amendment No. 1 to the agreement with Project Partners for FY 2013-14. This amendment funded the recycled water inspection services for the full fiscal year and the engineering support services for the

#8.

first six months of the fiscal year. The Board of Directors also authorized two in-house engineering positions in June 2013. The engineering support services from Project Partners will terminate when the in-house engineering positions are filled and staffing transition is completed. The agreement that the District executed with Project Partners contains a 10-day termination clause.

DISCUSSION:

The in-house engineering positions were recently advertised, and it is anticipated that the vacancies will be filled by the end of the Fiscal Year. In order to continue engineering services for the CIP until the positions are filled and transitioned, staff requests funding an additional \$104,000 for the Project Partners agreement for the remainder of the fiscal year.

Attachments: Exhibit A: Amendment No. 2

**AMENDMENT NO. 2 TO FUND AGREEMENT
FOR ENGINEERING AND INSPECTION SUPPORT SERVICES FOR FY2013-14
PROJECT PARTNERS**

This Amendment No. 2 is entered into and effective as of the _____ day of _____, 201_, extending and amending the agreement dated July 2, 2012 (the "Agreement") by and between the Moulton Niguel Water District, a California Water District ("MNWD"), and Project Partners, a California Corporation, (Contractor) (collectively, the "Parties") for engineering and inspections support services.

RECITALS

A. On July 2, 2012, the Parties entered into the Agreement for Engineering and Inspection Support for Fiscal Year 2012-13 for a not-to-exceed amount of \$340,000.00; and

B. On July 22, 2013, the Parties executed Amendment No. 1 to the Agreement for an amendment amount not-to-exceed \$236,000.00 for Fiscal Year 2013-14 for 12 months of inspection support services and six months of engineering support services; and

C. The Parties have negotiated and agreed to fund the engineering support services for an additional six months for the Fiscal Year 2013-14 for an amount not-to-exceed \$104,000.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, MNWD and Contractor agree as follows:

1. In order to continue the service in the scope of work of the Agreement, as may have been amended from time to time, the Parties agree, with this Amendment, that the total Agreement amount shall not exceed six hundred eighty thousand dollars (\$680,000.00).

2. MNWD will pay the Contractor for all work associated with those services on a time and materials basis not-to-exceed one hundred four thousand dollars (\$104,000.00) for this Amendment No. 2 for FY 2013-14. Contractor will provide MNWD, on a monthly basis, copies of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by MNWD.

3. Contractor will complete all work for this Amendment by June 30, 2014.

4. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and previous amendments and this Amendment No. 2, the terms of this Amendment No. 2 shall control.

5. All requisite insurance policies to be maintained by the Contractor pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

:::

:::

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6. The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Amendment.

CONTRACTOR

MOULTON NIGUEL WATER
DISTRICT, a California Water District

PROJECT PARTNERS

By:

By:

(sign here)

General Manager

(print name/title)

Moulton Niguel Water District

STAFF REPORT



TO: Board of Directors **MEETING DATE:** December 16, 2013

FROM: Marc Serna, Director of Engineering and Operations
Eva Plajzer, Assistant Director of Engineering

SUBJECT: Dudek Contract Amendment for San Juan Creek Project

SUMMARY:

Issue: Amendment No. 1 is required to increase the current scope of work with Dudek to procure Federal Emergency Management Agency (FEMA) coordination services from Dudek.

Recommendation: It is recommended that the Board of Directors approve Amendment No. 1 to the Professional Services Agreement with Dudek for a not-to-exceed fee of \$19,600 for a total contract value not-to-exceed \$201,741; authorize the General Manager to execute Amendment No. 1 to the Professional Services Agreement; and increase the expense authorization by \$36,000 to a total of \$349,791.

Fiscal Impact: Project No. 2009.115 has a project budget of \$2,900,000. SMWD, as co-owner of the facility, will reimburse 50 percent of the project costs.

BACKGROUND:

Plant 3A provides wastewater treatment to the Moulton Niguel Water District (MNWD) and Santa Margarita Water District (SMWD) service areas. A portion of the treated effluent is supplied to MNWD and SMWD to meet recycled water demands. The portion of treated effluent that is not used as recycled water is discharged to a land outfall pipeline, the Plant 3A Effluent Transmission Main (ETM). The last reach of the ETM is located along the west bank of San Juan Creek, approximately 1,000 feet downstream of the confluence of Trabuco and San Juan Creeks. The terminus of this last reach of the ETM is an inverted siphon that crosses underneath San Juan Creek and connects to the Chiquita Land Outfall. MNWD and SMWD are co-owners of the ETM. By agreement, MNWD is responsible for operation of the pipeline. Costs for this facility are allocated 50 percent to MNWD and 50 percent to SMWD.

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In November 2009, the 30-inch diameter ETM siphon in San Juan Creek was found to be exposed due to creek scouring. MNWD hired a contractor to construct emergency protection measures and proceeded to evaluate long-term options to address the exposed pipeline.

MNWD is developing a project to jack and bore a new pipe casing and replacement pipe under San Juan Creek that should meet the requirements of the permitting agencies. MNWD submitted a Notice of Intent to apply for Federal Emergency Management Agency (FEMA) grant funding through the State Hazard Mitigation Grant Program for this project. MNWD was invited to prepare a grant application for this project, which was submitted in August 2012. Staff retained DDB Engineering to prepare the grant application and necessary documentation. The requested grant amount is \$1,796,276 for an estimated project cost of \$2,976,000. The difference of \$1,179,724 will be shared by MNWD and SMWD.

To prepare the construction plans and bid documents, MNWD solicited proposals in September 2012 for engineering design and environmental services for the jack and bore project. Four firms submitted proposals and Dudek was selected. The Board awarded a contract in October 2012 to Dudek to provide engineering services to prepare construction plans and obtain all necessary permits for the ETM replacement. The scope of work includes project administration, preliminary design, surveying, site investigation, sediment transport and scour review, alternatives evaluation, geotechnical evaluation, CEQA and NEPA compliance, construction plans and specifications, cost estimates, bid phase services, and construction phase support.

DISCUSSION:

Grant funding determination was received from FEMA in October 2013. MNWD was selected to progress to the next phase in the grant award process. FEMA must complete its environmental review of the project to make sure the project can meet all environmental regulations. Staff held a conference call with FEMA to determine the needed documentation and required coordination with FEMA and other agencies to complete the grant process. Upon review of the requirements from FEMA, staff determined that additional support from Dudek will be required to complete the grant process. Staff requested a proposal from Dudek to provide this additional assistance and is recommending that the Board authorize an increase in the contract amount by \$19,600 to a total contract value of \$201,741. Additionally, staff is requesting to increase the project contingency by \$16,400 to replace the funds utilized for the initial grant application submittal by DDB Engineering, Inc.

SUMMARY OF PROJECT BUDGET

The table below summarizes the project budget.

	Previously Approved	Requested Amount	Total Amount	Expended to Date
Project Items				
Emergency & Design Services ⁽¹⁾	\$91,650	\$0	\$91,650	\$91,650
Dudek Contract	\$182,141	\$19,600	\$201,741	\$43,380
DDB Engineering, Inc Contract ⁽²⁾	\$16,400	\$0	\$16,400	\$16,400
Permit Fees (CDFG, SWRCB, others)	\$10,000	\$0	\$10,000	\$0
Contingency	\$3,600	\$16,400	\$20,000	\$0
District Labor & Other	\$10,000	\$0	\$10,000	\$0
Totals	\$313,791	\$36,000	\$349,791	\$151,430

(1) The agreements previously authorized by the Board in the amount of \$216,000 exceed the amount listed. The agreements were terminated when the project was stopped and the amount listed is the final amount expended on the agreements.

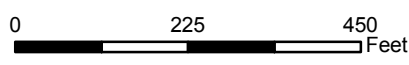
(2) This agreement was funded by contingency funds previously approved for a total of \$20,000.

Attachments: Exhibit A: Project Location Map
Exhibit B: Amendment No. 1



Path: G:\Geodatabase\PROJECTS\SanJuanCreek\FluentTMCrossing\Map9\ETM.mxd

- Effluent Transmission Main
- Sewer Main
- ⋯ Project Area



Scale -37-,000

Exhibit A
30 in. ETM Replacement
at San Juan Creek
Project No. 2009.115

**AMENDMENT NO. 1 TO AMEND AGREEMENT
FOR CONSULTING SERVICES
(DUDEK)**

**MNWD PROJECT: 30-INCH ETM REPLACEMENT AT SAN JUAN CREEK
PROJECT NO. 2009.115**

This Amendment No. 1 is entered into and effective as of the _____ day of _____, 201__, extending and amending the agreement dated October 29, 2012 (the "Agreement") by and between the Moulton Niguel Water District, a California Water District ("MNWD"), and DUDEK, ("Contractor") (collectively, the "Parties") for consulting services for Project No. 2009.115.

RECITALS

- A. The Parties desire to alter the Agreement's scope of work to include coordination and support for the FEMA grant; and
- B. The Parties desire to extend the Agreement until December 31, 2014.
- C. The Parties have negotiated and agreed to a supplemental scope of work and fee schedule, which is attached to and incorporated in by this reference as Exhibit "A", Scope of Services and Fee.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, MNWD and Contractor agree as follows:

- 1. In addition to those services contained in the Agreement, as may have been amended from time to time, Contractor will provide those services described in Exhibit "A". With this Amendment, the total Agreement amount shall not exceed two hundred one thousand seven hundred forty one dollars (\$201,741.00).
- 2. MNWD will pay Contractor for all work associated with those services described in Exhibit "A" of Amendment No. 1 on a time and materials basis not-to-exceed nineteen thousand six hundred dollars (\$19,600.00). Contractor will provide MNWD, on a monthly basis, copies of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by MNWD.
- 3. Contractor will complete all work described in Exhibit "A" by December 31, 2014.
- 4. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and previous amendments and this Amendment No. 1, the terms of this Amendment No.1 shall control.
- 5. All requisite insurance policies to be maintained by the Contractor pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

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#9.

6. The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Amendment.

CONTRACTOR
DUDEK

*By:

(sign here)

(print name/title)

MOULTON NIGUEL WATER DISTRICT,
a California Water District

By:

General Manager

EXHIBIT "A"

SCOPE OF SERVICES AND FEE

DUDEK

MAIN OFFICE
605 THIRD STREET
ENCINITAS, CALIFORNIA 92024
T 760.942.5147 T 800.450.1818 F 760.632.0164

November 25, 2013

Mr. Ray Hahn
Project Manager
Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA 92677

**Re: 30-Inch Effluent Transmission Main Replacement – FEMA Coordination
Contract Amendment No. 1**

Dear Mr. Hahn:

We are please to submit this proposal in response to the Districts request for assistance with grant funding coordination associated with the above referenced project.

The District has been in the process of applying for a grant through the Hazard Mitigation Grant Program (HMGP), offered by the Federal Emergency Management Agency (FEMA), for approximately two years. After conducting a formal kickoff with the State Program Facilitator and several members of the FEMA EHP staff on November 21, 2013, the District has requested Dudek provide as-needed services to assist within the data collection, coordination, environmental permitting and overall application process.

The follow defines the scope of work, followed by a fee table summary for each task item.

PROPOSED SCOPE OF WORK

Task 1: Provide as needed assistance in the collection of requested project related materials for EHP staff review for project compliance. Approximately 15 articles of information were identified during the 11/21/13 kickoff meeting. Dudek will gather each article of information as available and consolidate the information on a District FTP site for available download by the State. If necessary, Dudek will copy electric information to a flash drive and mail information directly.

Task 2: Review and complete the FEMA Site Information, Environmental Analysis and Checklist document. Work includes review of the checklist and completion of the potential environmental impact table. For items checked as "Possible" or "Yes", Dudek will provide further written information and explanation as to how each item relates to the project.

Task 3: Dudek will support and/or represent the District as needed in meetings with the State Program Facilitator and/or FEMA representatives for the duration of the application process. All meetings are anticipated to by via conference call.

Task 4: During the review of provided information by either the State or FEMA, Dudek will support the District in addressing questions and providing additional information as requested.

We understand the District intends to complete this important CIP project as soon as possible. Acquiring federal funding is imperative to the project success. Therefore Dudek will continue to provide information and support in a time-critical fashion to keep the application review process moving forward as quickly as possible.

PROPOSED FEE TABLE

The following fee table presents the estimated level of effort by staff type for each of the above task items. Actual time will be billed on an as-needed, as requested time and materials basis.

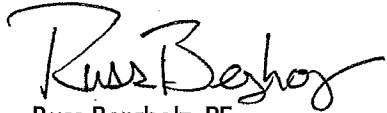
Project Team Role: Team Member:	Labor Hours and Rates						TOTAL HOURS	TOTAL ESTIMATED FEE	
	PIC Ohlund	Project Manager Bergholz	Enviro. PM Shamlou	Engineer Combs	Environmental King	Admin Bristow			
	Billable Rate :	\$225	\$195	\$200	\$170	\$180			\$80
Contract Amendment #1 - FEMA Coordination									
1	Data Collection		16	2	8			26	\$ 4,880
2	Checklist and Environmental Analysis		4	4		16		24	\$ 4,460
3	Meetings		12	4				16	\$ 3,140
4	Additional Requested Information		16	6	8	8		38	\$ 7,120
	Subtotal CAA #1		48	16	16	24		104	\$ 19,600
	Total Hours and Fee		48	16	16	24		104	\$ 19,600

CLOSING

The Dudek Team is committed to being responsive to MNWD and meeting the critical success factors of your project. We have the resources to begin working on the project immediately upon authorization from the District.

Respectfully,

Dudek



Russ Bergholz, PE
Senior Project Manager

cc: Steve Deering, PE, Principal



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** December 16, 2013

FROM: Marc Serna, Director of Engineering and Operations
Todd Novacek, Asst. Director of Operations

SUBJECT: Hydro Excavator Purchase

SUMMARY:

Issue: Purchase of a new 2014 Vactor Hydro-Excavator.

Recommendation: It is recommended that the Board of Directors approve the purchase of a new 2014 Vactor Hydro-Excavator from Haaker Equipment Company for \$425,147.40; and approve an additional \$10,000 contingency associated with the purchase to cover additional equipment to outfit the new truck.

Fiscal Impact: The Fiscal Year 2013-2014 Budget includes \$450,000 for the purchase of a new Hydro-excavator.

BACKGROUND:

Hydro-excavation has become the normal way to excavate for street line repairs. Compliance with city storm water regulations, smaller, safer work areas, with little to no effect on other underground utilities, and lower asphalt costs are just a few of the benefits of using hydro-excavation. The useful cost-effective life of these units is usually ten years. After ten years, repair costs and downtime for the excavator increase. The District currently operates with one hydro-excavator that was purchased in 2004.

Staff has reviewed equipment manufactured by three companies, two of which have service departments in Southern California. Staff has received purchase proposals from Haaker Equipment (Vactor truck) and Municipal Maintenance Equipment (Vaccon). Additionally, staff received a proposal to rebuild the existing hydro-excavator.

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DISCUSSION:

Currently, the District has both Vaccon and Vactor trucks for hydro-excavation and sewer jetting/cleaning. Over the past 2 months, staff has previewed each excavator on a work site, with the Vactor truck performing at an extremely quiet noise level while vacuuming. Additionally, staff has experienced better maintenance history with the Vactor trucks. New Vactor trucks are also compliant with current Air Quality Management District (AQMD) standards. After more than nine years of daily use, MNWD's current Vactor excavator has proven itself very reliable but is in need of a significant repair. The option to rebuild the existing excavator has a price tag of \$345,285 including 30-45 days shop-time for the refurbishment. A rental unit would be necessary at a weekly cost of \$5,000, which would cost an additional \$20,000-\$30,000. The total cost to rebuild the existing excavator is expected to be nearly \$375,000. Proposals for a new excavator were received at the costs below.

	Vactor Hydro-excavator 2014 Freightliner 114SD 6x4, 370 HP	Vaccon Xcavator 2014 Freightliner 6x4, 450HP
Cost	\$393,655	\$368,181
Tax	\$31,493	\$29,455
TOTAL	\$425,148	\$397,636

Staff is recommending the purchase of a new Vactor Hydro-excavator due to past service, reliability, and an outstanding maintenance record for the Vactor equipment.

Moulton Niguel Water District



STAFF REPORT

TO: Board of Directors **MEETING DATE:** December 16, 2013

FROM: Marc Serna, Director of Engineering and Operations
 Eva Plajzer, Assistant Director of Engineering
 Ray McDowell, Superintendent of Engineering

SUBJECT: Wood Canyon Drive Emergency Repair

SUMMARY:

Issue: The cost to perform the final repairs for a recycled water line break on Wood Canyon Drive will require Board authorization.

Recommendation: It is recommended that the Board of Directors approve an expense authorization of \$66,000.

Fiscal Impact: This project is funded through the operating budget and sufficient funds are present in this Fiscal Year budget.

BACKGROUND:

On Tuesday, July 1, 2013, a recycled water line failure occurred on Wood Canyon Drive in Aliso Viejo. The failed pipe is an 8-inch ductile iron pipe (DIP) constructed in early 1992. Staff commenced emergency repair procedures and procured Kennedy Pipeline Co., Inc. to perform the pipeline repair and base paving. In order to restore the street and complete the repair, a final pavement cap of about 240 square feet is required. Staff is preparing contract documents for bidding purposes for the final pavement cap. Staff does not anticipate that further Board action will be necessary as the final paving costs are anticipated to be within the General Manager’s authorization.

#11.

DISCUSSION:

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

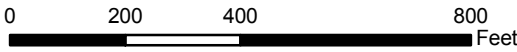
Item	Cost
<i>Expended to Date</i>	
Pipeline Repair – Kennedy Pipeline Co.	\$30,869
Sub-Total	\$30,869
<i>Anticipated Costs</i>	
Engineering Services - GMU	\$2,500
Permit – City of Aliso Viejo	\$2,500
Final Pavement Cap	\$30,000
Sub-Total	\$35,000
Total	\$65,869

Attachment: Figure 1: Site map



Path: C:\GIS\Projects\Projects_2013\WoodCanyon Drive\Emergency\Repair\Maps\WoodCanyonRdEmergencyRepair.mxd
 OAK VIEW

**Area
of Work
Performed**



Scale -49-,000

Figure 1
Emergency Repair
Wood Canyon Drive

Moulton Niguel Water District



STAFF REPORT

TO: Board of Directors **MEETING DATE:** December 16, 2013
FROM: Matt Collings, Assistant General Manager
SUBJECT: Joint Powers Authority Quarterly Update

SUMMARY:

Issue: The District participates in several Joint Powers Authorities and other regional partnerships or programs that impact District operations and finances.

Recommendation: Information item only.

Fiscal Impact: The District has adopted a Fiscal Year 2013-2014 budget of \$9,332,885 for Operating and Maintenance Expenses and \$7,059,013 for Capital Expenses associated with various Joint Powers Authorities and other regional partnerships and programs. A detailed breakdown is provided in Table 1.

BACKGROUND:

The District participates in several Joint Powers Authorities, including the South Orange County Wastewater Authority (SOCWA) and San Juan Basin Authority (SJBA), and regional partnerships, such as the Joint Regional Water Supply System (JRWSS). District appointed individuals consisting of Board members and/or staff to represent the District at these various entities. Each entity is operated by either a staff of the Joint Power Authority or a contracted agency responsible for executing the operations and maintenance functions, completing necessary capital improvements, preparing annual budgets, and processing invoices as necessary. Table 1 provides a summary of the various Joint Powers Authorities and regional partnerships of which the District is a member, a breakdown of the annual District budget for each entity, and the fiscal year expenses to date as of August 31, 2013. The summary includes only entities with facilities currently in operation and on-going operations and maintenance requirements. The summary does not include on-going capital projects, i.e. South Orange County Ocean Desalter and the Baker Water Treatment Plant, as these projects are updated separately as their development progresses.

#13.

Table 1

Joint Powers Authority or Regional Partnership	Adopted O&M Budget FY 2013-2014	Adopted CIP Budget FY 2013-2014
South Orange County Wastewater Authority (SOCWA)	\$8,702,195	\$4,453,682
San Juan Basin Authority (SJBA)	\$163,375	N/A
Joint Regional Water Supply System (JRWSS)	\$467,315	\$2,605,331
TOTAL	\$9,332,885	\$7,059,013

HIGHLIGHTS:

During the period covered by this quarterly update (June, July, and August) the following notable items were addressed:

South Orange County Wastewater Authority:

- Administrative:
 - The SOCWA Board of Directors approved the Annual Use Audit report in October for Fiscal Year 2012-2013. The total refund to all agencies totals \$1.89 million. Approximately 91% of the annual budget for Fiscal Year 2012-2013 was expended. The District's total Use Audit refund received in November was \$1.17 million. Please refer to the attached summary sheet.
- Project Committee 5 (San Juan Creek Ocean Outfall):
 - The SOCWA Board of Directors approved a contract to Black & Veatch to investigate the addition of structural reinforcing for the outfall junction structure.
- Project Committee 15 (Coastal Treatment Plant):
 - The SOCWA Board of Directors and the County Board of Supervisors approved an extension to the Cooperative Agreement regarding the AWMA Bridge through the end of the Fiscal Year.
 - The SOCWA Board of Directors approved an engineering services contract with Tetra Tech to prepare the design of creek stabilization projects along Aliso Creek to protect the Effluent Transmission Main.
- Project Committee 17 (Regional Treatment Plant):
 - The SOCWA Board of Directors approved an engineering services contract with Tetra Tech to prepare construction documents for the installation of a

sodium hypochlorite system at the Regional Treatment Plant to replace the existing gas chlorine system.

- The SOCWA Board of Directors approved an engineering services contract with Lee & Ro to prepare construction documents for miscellaneous electrical improvements at the Regional Treatment Plant.
- Solids Handling:
 - The Board of Directors approved a contract with Nursery Products for two (2) years with up to three (3) optional annual renewals for disposal of biosolids with no minimum volume guarantee.
 - The Board of Directors approved a one-year extension with Terra Renewal West LLC for disposal of biosolids.

San Juan Basin Authority:

- Groundwater Management Plan Update:
 - The draft Groundwater Management Plan has been published for public review. The Board of Directors approved a Notice of Intent to prepare the Groundwater Management Plan in November. The plan is scheduled for consideration of adoption in January.
- Metropolitan Water District Foundational Action Program:
 - The proposal to Metropolitan Water District (MWD) under the Foundational Action Program was approved by the MWD Board of Directors at the September 10th Board Meeting. The Technical Advisory Committee is developing the necessary components to execute the MWD Agreement by the end of January.

Joint Regional Water Supply System:

- Annual Use Audit
 - SCWD, on behalf of the JRWSS, completed a comprehensive audit of the JRWSS funds. The Use Audit indicates that the District will be receiving approximately \$20,000 in refunds in December.
- Wye Vault Improvements
 - A draft agreement between the District, representing the Eastern Transmission Main, and the JRWSS was prepared by District staff to participate jointly in the improvements at the Wye Vault. The Agreement will be considered by the appropriate agencies early in 2014.

