



**ENGINEERING & OPERATIONS  
BOARD OF DIRECTORS' MEETING  
MOULTON NIGUEL WATER DISTRICT  
27500 La Paz Road, Laguna Niguel  
May 12, 2014  
9:00 AM  
Approximate Meeting Time: 3 Hours**

1. CALL MEETING TO ORDER
2. APPROVE THE MINUTES OF THE APRIL 14, 2014 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. Capital Improvement Program and Joint Powers Authorities Budget Review

**DISCUSSION ITEMS**

5. East Aliso Creek Reservoir Coating; Project 2013.001 Construction Contract Award
6. Agreement for Pest Control Services
7. Extension of Service Agreement for Annual Landscaping Maintenance Services for FY 2014-15

**INFORMATION ITEMS**

8. Quarterly Capital Improvement Program Report

9. 2014 Consumer Confidence Report
10. 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]

### **CLOSED SESSION**

11. CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Pursuant to Government Code Section 54956.8

Property: 27500 La Paz Road, Laguna Niguel CA 92677 & 26161 Gordon Road, Laguna Hills, CA 92653

*Under Negotiation: Price and terms of payment*

*Real Property Negotiators: Joone Lopez, Matt Collings, Kevin Turner, Mike Hartel*

### **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](http://www.mnwd.com).



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

**April 14, 2014**

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 April 14, 2014. There were present and participating:

**DIRECTORS**

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
Gina Hillary	Director of Human Resources
Kelly Winsor	Assistant to the General Manager
Pat Giannone	Bowie, Arneson, Wiles & Giannone
Paige Gulck	Board Secretary
Eva Plajzer	MNWD
Todd Novacek	MNWD
Ray McDowell	MNWD
Megan Geer	MNWD
Nancy Baker	MNWD
Jim Fisler	Local Agency Formation Commission candidate
Jim Burror	South Orange County Wastewater Authority
Matt Weber	Downey Brand

**#2.**

Kevin Turner    Voit  
Michael Hartel    Voit

**1. CALL MEETING TO ORDER**

*The meeting was called to order by Larry McKenney at 9:03 a.m.*

**2. APPROVE THE MINUTES OF THE FEBRUARY 18, 2014 SPECIAL ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING**

*MOTION DULY MADE BY SCOTT COLTON AND SECONDED BY GARY KURTZ, MINUTES OF THE FEBRUARY 18, 2014 SPECIAL ENGINEERING AND OPERATIONS BOARD OF DIRECTORS WERE APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS SCOTT COLTON, RICHARD FIORE, GARY KURTZ, LARRY LIZOTTE, LARRY MCKENNEY AND BRIAN PROBOLSKY VOTING 'AYE'. DIRECTOR DONALD FROELICH WAS ABSENT.*

**3. PUBLIC COMMENTS**

*Jim Fisler, Local Agency Formation Commission candidate, asked for the Board's support in his re-election to LAFCO.*

**PRESENTATION ITEMS**

**4. South Orange County Wastewater Authority Update**

*Jim Burror from South Orange County Wastewater Authority (SOCWA) gave a presentation on SOCWA and its wastewater treatment process.*

*Matt Collings provided an update on the Aliso Water Management Agency (AWMA) Bridge. Discussion ensued regarding ownership, location, and contract extension. There will be a closed session in May to discuss in more detail.*

**DISCUSSION ITEMS**

**5. Consultant Selection for On-Call Professional Engineering Services**

*Marc Serna presented the staff recommendation for On-Call Engineering Services. The three firms selected are AKM Consulting Services, Lee & Ro, Inc., and Tetra Tech. Discussion ensued regarding selection process, necessity, and overall use of the firms.*

**6. Reimbursement Agreement with City of Laguna Niguel**

*Eva Plajzer presented the details for the Reimbursement Agreement with the City of Laguna Niguel. Discussion ensued regarding the project's scope of work, funding, and construction timeline.*

7. On-Call Asphalt and Concrete Repair Services for Fiscal Years 2014/15 and 2015/16

*Marc Serna presented the details on the On-Call Asphalt and Concrete Repair Services. Staff recommends the use of Ben's Asphalt. Discussion ensued regarding size of potential jobs and pricing comparisons.*

**INFORMATION ITEMS**

8. Conservation Program Update

*Joone Lopez presented the Conservation Program Update. An updated policy will be presented to the Board.*

9. Lower Salada Lift Station Report

*Todd Novacek presented an update on the Lower Salada Lift Station.*

10. Quarterly Construction Progress Report

*Eva Plajzer presented the Quarterly Construction Progress Report.*

11. Quarterly Communications License Program Report

*Eva Plajzer presented the Quarterly Communications License Program Report.*

12. Late Items (Appropriate Findings to be Made)

*Staff has none.*

**CLOSED SESSION**

13. CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Pursuant to Government Code Section 54956.8

*Property: 27500 La Paz Road, Laguna Niguel CA 92677 & 26161 Gordon Road, Laguna Hills, CA 92653*

*Under Negotiation: Price and terms of payment*

*Real Property Negotiators: Joone Lopez, Matt Collings, Kevin Turner, Mike Hartel*

*Larry McKenney reported that there was no reportable action from closed session.*

**#2.**

**ADJOURNMENT**

*The meeting was adjourned at 12:06 p.m.*

Respectfully submitted,

Paige Gulck  
Board Secretary

DRAFT



# Moulton Niguel Water District

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** May 12, 2014

**FROM:** Marc Serna, Director of Engineering and Operations  
Ray McDowell, Superintendent of Engineering

**SUBJECT:** East Aliso Creek Reservoir Coating; Project No. 2013.001  
Construction Contract Award

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### **SUMMARY:**

Issue: Board action is required for the Notice Inviting Sealed Proposals (Bids) for the Aliso Creek Reservoir Recoat and Improvements Project No. 2013.001.

Recommendation: It is recommended that the Board of Directors award the Construction Services Contract to J. Colon Coating in the amount of \$2,202,718; authorize the General Manager to execute the contract; and authorize the General Manager or designee to execute contract change orders up to 10% of the contract value.

Fiscal Impact: Project No. 2013.001 has a current project budget of \$1,500,000 and an adopted FY 2013-14 budget of \$50,000 from Fund 7, Replacement and Refurbishment. The proposed project budget is \$2,550,000 with sufficient funds included in the FY2014-15 budget. The General Manager will execute the contract after the adoption of the FY 2014-15 budget.

### **BACKGROUND:**

The East Aliso Creek Reservoir was constructed in 1972 as part of the Improvement District No. 1 Plan of Works. The reservoir is a 10 million gallon (MG) potable water steel tank and serves the District's 450-zone in Laguna Niguel (Figure 1). East Aliso Creek Reservoir is the largest tank in the District, representing nearly 15% of the District's operating storage. It is a critical facility in the District's potable water distribution system.

## #5.

District steel reservoirs are coated to protect the steel shell, floor, and roof. The District inspects all reservoirs every 10 years to determine if and when repairs to the coating or steel surfaces are necessary or if a complete recoating is appropriate. The East Aliso Creek Reservoir was 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 April 22, 2014, the District received six sealed bids for the subject contract. The table below summarizes the received bids:

<b>Firm</b>	<b>Bid</b>
J. Colon Coating	\$2,202,718
Advanced Industrial Services	\$2,265,920
Paso Robles Tank	\$2,596,270
Blastco Inc.	\$2,773,856
Pacific Titan	\$2,777,994
Crosno Construction	\$2,993,380
<i>Engineer's Estimate</i>	<i>\$2,741,700</i>

Staff determined that the lowest responsible and responsive bidder is J. Colon Coating. Staff has completed its review of the contract documents and has determined that they are in order.

Staff is also preparing a Request for Proposals (RFP) for specialty inspection service for the coating and welding inspection. These services are expected to be in the vicinity of \$100,000. When the selection process is completed, Staff will present the professional service agreement for Board action.



**SUMMARY OF PROJECT BUDGET:**

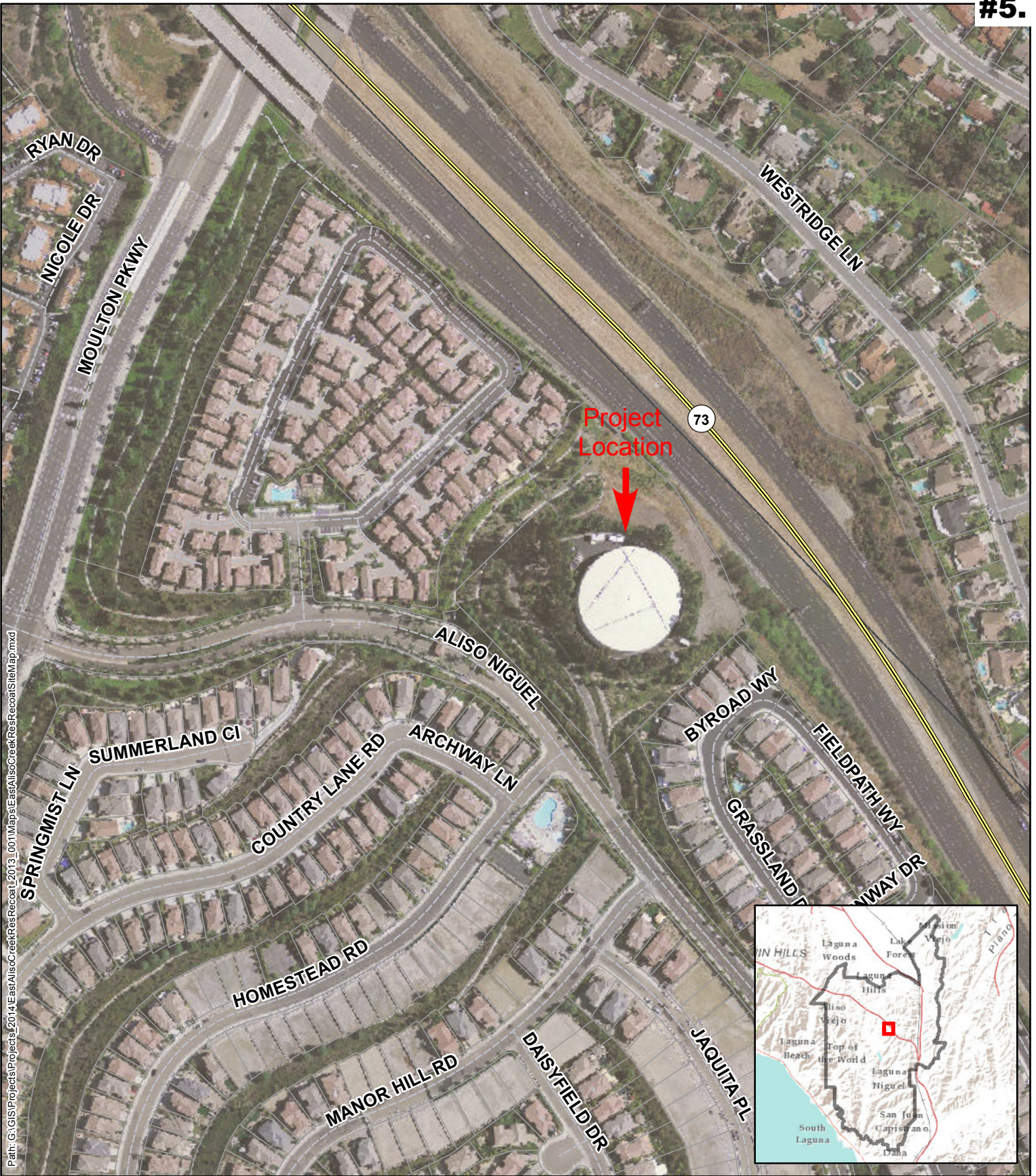
Project 2013.001 East Aliso Creek Reservoir Recoat and Improvements:

	<b>Previously Approved</b>	<b>Requested Amount</b>	<b>Total Amount</b>	<b>Expended to Date</b>
<b>Project Items</b>				
Engineering Services	\$18,840	\$0	\$18,840	\$11,685
Construction	\$0	\$2,202,718	\$2,202,718	\$0
Specialty Inspection	\$0	\$100,000	\$100,000	\$0
Contingency	\$0	\$220,442	\$220,442	\$0
District Labor & Other	\$0	\$8,000	\$8,000	\$0
<b>Totals</b>	<b>\$18,840</b>	<b>\$2,531,160</b>	<b>\$2,550,000</b>	<b>\$11,685</b>

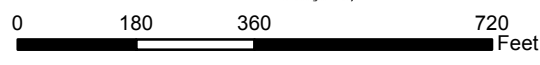
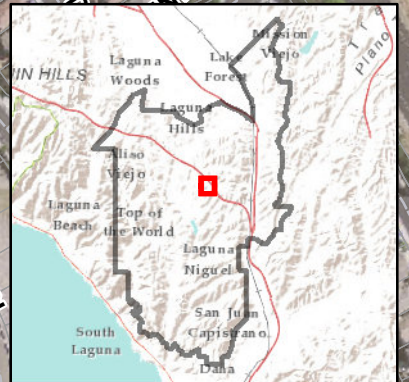
Note: FY 2013-14 approved budget for project 2013.001 is \$50,000 with a total project budget of \$1,500,000; the budget proposed for FY2014-15 is \$2,538,315 with a total project budget of \$2,550,000.

Attachment: Figure 1: Site Map





Path: G:\GIS\Projects\Projects\_2014\EastAlisoCreek\ResRecoat\SiteMap.mxd



Scale = 1:3,500

**Figure 1**  
**East Aliso Creek Reservoir**  
**Recoat and Improvement**  
**Site Map**  
**(2013.001)**





# Moulton Niguel Water District

## STAFF REPORT

**TO: Board of Directors**

**MEETING DATE: May 12, 2014**

**FROM: Marc Serna, Director of Engineering and Operations  
Megan Geer, Contracts and Purchasing Manager**

**SUBJECT: Agreement for Pest Control Services**

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### **SUMMARY:**

Issue: The term of the existing Services Agreement for Pest Control Services expires on June 30, 2014.

Recommendation: It is recommended that the Board of Directors authorize the General Manager to execute a three-year agreement with Newport Exterminating for a total not-to exceed amount of \$85,260 (\$28,420 per year) to perform the pest control services during Fiscal Years 2014-15, 2015-16, and 2016-17.

Fiscal Impact: Sufficient funds will be included in the proposed Fiscal Year operating budgets for consideration by the Board of Directors.

### **BACKGROUND:**

The District operates 56 facilities for potable water, recycled water, and wastewater operations and 28 reservoir sites. District staff relies on an outside vendor for the routine monthly maintenance associated with all of the District's pest control needs. Services provided during the monthly inspections include rodent exclusions, rodent trapping, rodent treatment (bait boxes), treatment for general pests (bees, ants, roaches, gophers, termites, earwigs, etc.), and beehive removal treatment at irrigation box, meter box, and manhole locations.

For the past two fiscal years, Lloyd's Pest Control has provided pest control services to the District through the Services Agreement for Annual Pest Control Services, which will expire on June 30, 2014.

## #6.

### DISCUSSION:

Staff issued a Request for Proposal (RFP) to eight local pest control companies and received proposals from five companies. The RFP indicated a three-year contract term to include the 2014-15 through 2016-17 Fiscal Years.

In addition to the District's standard pest control requirements, staff also requested pricing for roach treatment of the District's manholes, as roaches have become a concern at various manhole sites.

<b>Summary of Proposals for Pest Control Services</b>				
<b>Company</b>	<b>2104/15</b>	<b>2015/16</b>	<b>2016/17</b>	<b>TOTAL</b>
Newport Exterminating	\$ 28,420	\$ 28,420	\$ 28,420	<b>\$ 85,260</b>
Solo Termite & Pest Control	\$ 31,716	\$ 31,716	\$ 31,716	<b>\$ 95,148</b>
Admiral Pest Control	\$ 34,524	\$ 34,524	\$ 34,524	<b>\$ 103,572</b>
Orange County Pest Control	\$ 38,676	\$ 39,444	\$ 40,212	<b>\$ 118,332</b>
Lloyd Pest Control	\$ 47,856	\$ 47,856	\$ 47,856	<b>\$ 143,568</b>

Based on their pricing and references, staff is recommending the District enter into an agreement with Newport Exterminating for a not-to-exceed amount of \$85,260 for a three-year agreement term.

A draft service agreement is provided as Attachment 1 for reference. The District's standard ten day termination clause is included as a provision in the agreement.

Attachment: Form of Services Agreement for Annual Pest Control Services 2014-15 through 2016-17.

**SERVICES AGREEMENT BETWEEN THE MOULTON NIGUEL  
WATER DISTRICT AND NEWPORT EXTERMINATING, INC.  
FOR  
ANNUAL PEST CONTROL SERVICES  
FISCAL YEAR 2012-13  
[AGREEMENT NO. O&M 12-13.01]**

This Agreement is made and entered into as of \_\_\_\_\_, 2014 (the “Effective Date”), between the Moulton Niguel Water District, a California water district (hereafter "MNWD"), and Newport Exterminating, Inc., a California corporation (hereafter "Provider"). MNWD and Provider may be referred to individually as “party” or together as “parties” in this Agreement.

**RECITALS**

A. MNWD requires pest control services for various facilities and facility sites MNWD owns or operates, as further described in this Agreement (“services”).

B. Provider represents that it has the necessary State of California business license, qualified, trained and certified personnel, permits, and skills required to perform the services pursuant to the terms and standards set forth in this Agreement.

**NOW, THEREFORE,** MNWD and Provider agree as follows:

**Section 1. PROVIDER'S SERVICES**

**1.1** Provider will furnish all personnel to perform the services in accordance with the specifications and at the MNWD sites and facilities as described in this Agreement and in **Exhibit 1** (“Scope of Work”) attached to and incorporated in this Agreement. Provider acknowledges and agrees MNWD may revise the facilities or sites, or decrease the number of facilities and sites, from time-to-time during the term of this Agreement upon five (5) calendar days notice to Provider. MNWD shall pay any increase or shall be entitled to a decrease from Provider which results from such changes or modifications in accordance with the Fee Schedule in **Exhibit 2** attached to and incorporated in this Agreement. Provider acknowledges that the qualities for services listed in the Fee Schedule of Exhibit 2 are typical and MNWD does not guarantee that any or all of the services will be requested. MNWD will compensate the Provider for any services requested by MNWD and listed in the Fee Schedule.

**1.2** Provider acknowledges and agrees MNWD may use other service providers for the services in MNWD’s sole discretion, during the term of this Agreement.

**1.3** Provider shall furnish all personnel and any tools or other equipment as may be required to perform the services under this Agreement. Provider shall furnish all services in a commercially reasonable manner, and in accordance with generally accepted industry standards. Provider shall maintain and keep current all licenses issued by the State of California (“State”), a

## #6.

valid State Pest Control Operator License and any local municipalities, required to perform the services during the term of this Agreement. A current copy of all such licenses will be kept on file by MNWD.

### 1.4 Provider covenants and agrees as follows:

- a. All personnel performing the services are employees of Provider and not of MNWD.
- b. All personnel will be neatly uniformed. All Provider's employees, while working on MNWD property, should wear a clearly displayed identification badge (provided by the Provider at the Provider's cost) showing they are employees of Provider. Badges must be available but will not be required to be worn when protective clothing and respiratory protection is required.
- c. Provider shall have in its employ, or under its control, sufficient qualified and competent personnel to perform work promptly and in accordance with a Schedule of Services as approved by MNWD. Workers shall act appropriately and professionally at all times. Offensive language or actions are not acceptable. MNWD shall have the absolute right to require replacement of any employee MNWD deems objectionable to work on MNWD sites and facilities.
- d. Unless otherwise restricted by MNWD's authorized representative(s), Provider's employees will have access to all locations listed in this agreement. Provider employees shall be subject to the MNWD site's security procedures.
- e. Provider agrees that its personnel will fully cooperate with other MNWD vendors or contractors on the MNWD sites and facilities. Provider's personnel shall not commit any act which will interfere with the performance of work by any other contractor or by MNWD.

**1.5** MNWD's staff may make investigations as they deem necessary to determine the ability of the Provider to provide acceptable services to MNWD on a continuing basis during the term of this Agreement. The Provider will furnish MNWD's representatives all information necessary for this purpose upon request.

**1.6** a. Due to security and safety concerns, Provider shall verify that all persons employed or engaged by it to perform the services without escort on MNWD's premises are eligible for employment under all State and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years. Additionally, Provider shall verify that all persons employed or engaged by Provider who drive or operate machinery requiring specialized permits or licenses on MNWD's premises have a valid license to do so. Provider shall maintain in its files criminal and employment background checks and all other documents supporting its verification of the above requirements and shall, upon MNWD's request, provide copies of all such records.

b. For each person scheduled for work on MNWD's premises, Provider shall submit to MNWD the name and written verification of the above requirements at least ten (10) work days prior to the first proposed work start date on MNWD's premises.



c. Upon MNWD's notice, Provider shall discharge from MNWD's premises any Provider employee who, in the opinion of MNWD, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or MNWD's operations.

**1.7** Provider is an independent contractor and not an employee of MNWD. No permitted or required approval of MNWD representatives of rates or services of Provider, or investigations thereof, will be construed as making MNWD responsible for the manner in which Provider performs the services. Such approvals and investigations are intended only to give MNWD the right to satisfy itself with the quality of services performed by Provider. Provider warrants that it will not represent, at any time or in any manner, that Provider is an employee or agent of MNWD. Provider shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD.

**1.8** Provider guarantees and warrants that the services shall be provided in accordance with generally accepted industry standards, practices, and principles applicable; and if goods/equipment are provided as part of the services: be of merchantable quality, be fit for MNWD's particular needs and purposes, and not infringe any patent, trademark, copyright, or any other rights of third parties. If any of the forgoing warranties is breached, Provider shall correct all defects and nonconformities; be liable for all direct, indirect, consequential, and other damages suffered by MNWD or other persons; and defend and indemnify MNWD from any claim asserted by any person resulting in whole or in part from such breach. Unless otherwise specified, goods shall be warranted by their manufacturer for a minimum period of 12 months after acceptance by MNWD.

**1.9** Provider shall comply with all applicable laws, rules and regulations of the State, federal, and local agencies in performing the services under this Agreement.

## **Section 2. SAFETY STANDARDS, COMPLIANCE WITH LAW**

**2.1** Provider's services and operations shall be conducted so as to provide maximum safety to Provider's personnel, MNWD's employees and invitees, and to the general public, and shall be in compliance with all safety laws, rules and regulations of State, federal, and local agencies, including OSHA. Provider shall have a current safety manual that meets SB 198 requirement for injury and illness prevention and have that safety manual on file with MNWD prior to commencement of performance of the services. Provider shall assume full responsibility for any violations, and/or noncompliance with such laws, rules or regulations.

**2.2** Provider shall notify MNWD at least 24 hours in advance of its intended locations and durations of work on MNWD's premises. Except in extraordinary circumstances, all work on MNWD's premises shall be scheduled during MNWD's normal working days and hours. MNWD shall make a good faith effort to accommodate Provider's request, however, MNWD's operations and other conflicts may require rescheduling all or part of Provider's work.

## #6.

### Section 3. TERM

3.1 This Agreement shall commence on the Effective Date and continue in effect through **June 30, 2017** unless otherwise terminated by either party pursuant to Section 5.

### Section 4. COMPENSATION, PAYMENT

4.1 Compensation for the services provided under this Agreement will be determined in accordance with the Fee Schedule in **Exhibit 2**, and is inclusive of all applicable sales, use and/or similar taxes. The total compensation paid under this Agreement cannot exceed **Eighty-Five Thousand Two Hundred Sixty Dollars (\$85,260.00)** for the entirety of the Agreement term (or \$28,420.00 per year). Any services performed by Provider, at the written request of MNWD, that are outside the scope of services described under Section 1 above shall be paid at the rates or fees quoted by Provider in advance of the services, as agreed to by MNWD in writing.

4.2 Compensation for services will be billed monthly by Provider in accordance with the MNWD requested format. Provider's invoice will account for the site where services are performed in addition to a description of the services performed. MNWD will make payment to the Provider within forty-five (45) calendar days of receipt and approval of the invoices by MNWD. Only one bill per month shall be submitted by Provider, on or around the 5<sup>th</sup> day of each month, showing invoices for Provider for services performed during the monthly billing period.

4.3 Acceptance and payment by MNWD for services furnished under this Agreement will not in any way relieve the Provider of its responsibility to provide such services in strict accordance with State, federal, and local law. MNWD's acceptance of, or payment for, any services will not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

4.4 Provider will pay all wages, state and federal withholding taxes, social security taxes, local occupational taxes, unemployment taxes, and other amounts normally required by an employer arising from Provider's employment of the personnel assigned to MNWD's premises and Provider will indemnify and hold MNWD harmless, including costs and reasonable attorney's fees, from and against any or all of these obligations and payments.

### Section 5. TERMINATION

5.1 MNWD may terminate this contract for convenience by providing written notice to the Provider not less than ten (10) days prior to an effective termination date. MNWD's only obligation to Provider will be payment for services rendered up to and including the effective date of termination. MNWD shall not be liable for other costs nor for prospective profits on services not performed. Either party may terminate this Agreement by providing written notice to the other party ten (10) calendar days in advance of the date of termination; provided, MNWD may terminate the Agreement immediately without any advance notice or penalty in the event Provider is in breach of any of the terms of this Agreement, as determined by MNWD in its discretion. Other than as provided herein, upon termination neither party will have any further

duties, obligations, responsibilities, or rights under this Agreement. On any termination, Provider will be entitled to the reasonable value of the services performed for which it has not received prior compensation, subject to any offset from such payment representing MNWD's damages from any breach of the terms of this Agreement by Provider pursuant to this Section 5. In no event, will Provider be entitled to receive compensation in excess of the compensation specified under Section 4 of this Agreement.

## **Section 6. INDEMNITY**

**6.1** Provider assumes all risk of injury to its employees, agents, and subcontractors, including loss or damage to property. Provider shall defend, indemnify, and hold harmless MNWD, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of, pertaining to, or related to Provider 's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Provider and/or subcontractors relating to his or her employment status with MNWD and/or rights to employment benefits from MNWD.

**6.2** Provider shall pay all costs and fees that may be incurred by MNWD in enforcing this indemnity, including reasonable attorney's fees.

**6.3** The terms of this Section 6 shall survive the expiration or termination of this Agreement.

## **Section 7. INSURANCE**

**7.1** In addition to the requirements set forth below, during the course of the Agreement, Provider will pay for and maintain, in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of Provider in connection with or related to the services provided under this Agreement.

**7.2** Provider shall not commence work under this Agreement until it has obtained all insurance required by MNWD.

The general liability and business automobile insurance will be comprehensive in form, for the term of this Agreement and on a 'per occurrence' basis. All policies will have a clause providing that thirty (30) calendar days written notice will be given to MNWD prior to any cancellation of such policies. All insurance will be issued and underwritten by insurance companies licensed and authorized to do business in the State, or be on the State's approved 'LESLI' List, and have at least an "A-" policyholder's rating and a financial rating not less than Class VII in accordance with the most current Best's Rating Guide - Property/Casualty, or better, or as otherwise approved by MNWD. Provider may satisfy the limit requirements set forth below in a single policy or multiple policies, provided, however, that any such additional policies written as excess insurance will not provide any less coverage than that provided by Provider's first or primary policy.

## #6.

All policies shall name “MNWD, and its directors, officers, employees and agents” as additional insured thereunder (“Additional Insured”). All of the policies of insurance provided hereunder shall be primary insurance and not contribute with any other insurance maintained by the Additional Insured, and the insurer shall waive all rights of subrogation and contribution it may have against the Additional Insured. In the event any of said policies of insurance are canceled, Provider shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 7 to MNWD. Any deductibles or self-insured retentions must be declared to and approved by MNWD.

**7.3** Provider shall take out and maintain at all times during this Agreement the following policies of insurance, **which shall comply with the terms of Section 7.2 as well as the following:**

- (i) Workers Compensation Insurance and Employers Liability Insurance. Worker’s compensation insurance as required by State laws, and employer’s liability insurance with limits not less than \$1,000,000 each accident and \$1,000,000 for disease per employs. This insurance shall be in strict accordance with the requirements of the most current and applicable state Workers’ Compensation insurance laws. Provider shall execute the Certificate required by Section 1861 of the Labor Code on Exhibit 3 attached to this Agreement prior to commencement of any security services.
- (ii) Commercial General Liability Insurance. Commercial general liability in a combined limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage, \$2,000,000 aggregate with such aggregate to apply separately to the services. Commercial General Liability insurance coverage shall be equivalent to Insurance Services Office Form CG 00 01. Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in Section 6 of this Agreement. This insurance shall name the Additional Insureds using ISO endorsement CG 20 10 11 85, or both CG 20 10 and CG 23 37 forms if later revisions are used.
- (iii) Business Automobile Insurance. Business automobile insurance with a liability limit of not less than \$1,000,000 per accident for bodily injury and property damage. The policy shall include coverage for owned, non-owned, and hired vehicles (Insurance Services Office Form No. CA 0001, covering Auto Liability, Code 1 (any auto)).

**7.4** Nothing in the insurance requirements set forth in this Agreement is to be construed as limiting the liability of Provider or Provider’s insurers. Provider agrees that the provisions of Section 7 shall not be construed as limiting in any way the extent to which Provider may be held responsible for the payment of damages or other costs to MNWD, or any persons or property, resulting from Provider’s activities or the activities of any person or persons for which Provider is otherwise responsible.

**Section 8. ADDITIONAL PROVISIONS**

**8.1** Notices. All notices, bills, and payments will be made in writing and may be given by personal delivery, or by U.S. Mail, postage prepaid, and addressed as follows:

To: MNWD                                      Moulton Niguel Water District  
P.O. Box 30203  
Laguna Niguel, CA 92607-0203  
(949) 831- 2500  
(949) 831-7991 FAX

To: Provider:                                      Newport Exterminating, Inc.  
16661 Millikan Avenue  
Irvine, CA 92606  
(949) 261-0700

Each party shall provide the other party with written notice of any change of address or telephone number that occurs as soon as practicable.

**8.2** Entire Agreement; Severability. This Agreement represents the entire understanding of MNWD and Provider as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties. 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.

**8.3** Assignment. 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, Provider shall not assign this Agreement, nor any part thereof, nor any monies due, or to become due hereunder, without the prior written consent of MNWD, Any assignment or delegation in violation of this section shall be void. In no event shall any contractual relationship be created between any third party and MNWD.

**8.4** Information. All processes, documents, data, material, policies, or other information pertaining to MNWD’s operations which is learned by Provider or furnished to Provider shall be maintained by Provider in strict confidence and shall not be used by Provider except for the direct benefit of MNWD, nor disclosed by Provider to any person or entity at any time for any reason, except as may be otherwise required by law. In furtherance of this provision, Provider agrees to execute such confidentiality agreements as requested by MNWD from time to time. The terms of this provision shall survive the termination or cancellation of this Agreement.

## #6.

**8.5** Provider shall maintain records of all services provided hereunder, all related fee documentation, and any other records required by State, federal or local law for at least four (4) years, unless longer periods of time are otherwise required under law. Any such records shall be provided to MNWD within five (5) working days after receipt of any such request by MNWD.

**8.6** Attorney Fees. In the event an action is filed by either party to enforce any rights or obligations under this Agreement, the prevailing party will be entitled to recover all attorney's fees and court costs, in addition to any other relief granted by the court.

**8.7** Governing Law/Venue. The provisions of this Agreement will be interpreted and enforced in accordance with the laws of the State. 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 agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

**8.8** Interpretation. The provisions contained herein shall not be construed in favor of or against either party but shall be construed as if all parties prepared this Agreement.

**8.9** No Third Party Rights. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

**8.10** Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together constitute one and the same instrument.

[Remainder of Page Left Blank.]

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed the day and year first above written.

**MOULTON NIGUEL WATER DISTRICT**

By: \_\_\_\_\_  
Marc Serna  
Director of Engineering and Operations

**NEWPORT EXTERMINATING, INC.**

BY: \_\_\_\_\_  
Authorized Officer or Representative\*

TITLE: \_\_\_\_\_

\* Complete and attach one of the following: Corporate certificate executed by Corporate Secretary; or, Notarization of Authorized Representative

**#6.**

**CORPORATE CERTIFICATE\***

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as PROVIDER in the foregoing Agreement; that \_\_\_\_\_, who signed said Agreement on behalf of Provider, was then President of said corporation; and that said Agreement was duly signed for and on behalf of said corporation by authority of its Governing Body and is within the scope of its corporate powers.

\_\_\_\_\_  
[ \_\_\_\_\_ ], Secretary

*(CORPORATE SEAL)*

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\*To be completed if Provider is a corporation. If Provider is a joint venture or partnership that includes a corporation(s), a certificate must be obtained from MNWD's office, completed and attached to this page.



**EXHIBIT 1**

Scope of Services

1. GENERAL SCOPE

- 1.1 Provider will provide the necessary pest control services to Moulton Niguel Water District (District) facilities and properties as outlined by this scope of work, as specified by any site specific requirements, and as otherwise required by this Agreement. The Provider will furnish all professional pest control services including labor, materials, chemicals, tools, equipment, insurance, permits and fees necessary for control or elimination of flying and crawling insects, pest and rodent control, to achieve the efficient, sanitary and ecologically sound operation of the services.
- 1.2 The District expects continuous pest-free facilities and expects a high level of service which is not to be limited by this scope of work.
- 1.3 Each site shall receive scheduled treatment visitations at a minimum on a once-per-month basis to perform all necessary work to provide pest control services to maintain an attractive appearance and pest-free environment.
- 1.4 Each site shall receive visual inspections by a provider company supervisor or lead person and to verify that the appropriate level of care is provided at each site. Each site shall be inspected as needed, on a bi-monthly basis as a minimum.
- 1.5 General requirements of each service will include detailed inspection and documentation of all structural and/or sanitation issues that could impede effective pest control in addition to all work necessary to provide pest control.
- 1.6 Treatments will be made as scheduled to all areas listed in Exhibit “2” both inside and out to eliminate current pests and prevent future activity.
- 1.7 Treatment to eradicate actively persistent pests identified between scheduled intervals will be conducted within two business days from request as directed by an authorized District representative with such treatment sufficient to halt current activity and prevent future activity to the next scheduled visit unless determined an emergency by MNWD staff.
- 1.8 Scheduled insect and crawling pest maintenance activity will also include: inspect, clean, and replace rodent bait in bait stations each month. The technician will review findings and treatments with the contact on duty, if present, at the conclusion of each service. Specifically, rodent devices will be serviced diligently to make sure that they are clean, baited, and have current inspection cards inside the stations. Provider’s technician will communicate any findings verbally and on a *Pest Management Report* any findings that may be conducive to a pest harborage or

## #6.

breech and provide recommendations on how to resolve the issue. Any treatments or trapping that are necessary will be conducted during each service.

- 1.9 At each visit, each site shall be cleaned of insect/rodent remains which have accumulated since the previous visit. All trash and debris shall be properly and legally disposed of.
- 1.10 There are a total of 64 sites, 300 manholes and various meter/irrigation valve boxes that require maintenance. Locations, frequency and addresses are specified in Exhibit 2 and on the accompanying maps.
- 1.11 Spaces provided for storage of supplies and equipment are to be maintained with a neat and clean appearance.
- 1.12 Compound or chemicals provided must be appropriate for the intended use to prevent any damage or unsafe conditions. A listing of products to be used and a description of their purpose shall be maintained and made available to District personnel.
- 1.13 Equipment shall be safe and in good repair as to prevent injury to personnel or damage to any property.
- 1.14 Computer or any other District equipment is not to be contaminated with chemicals, moved, disconnected or unplugged from power supplies, or disturbed in any way.
- 1.15 In the event that the District requires emergency service, the provider will specify response time in Exhibit 2.

## 2. PROVIDER'S RESPONSIBILITY

- 2.1 Furnish all labor, materials, supplies, equipment, services, machinery and tools of every kind and description as required to properly perform the service. At no time shall Provider use MNWD equipment, tools or traps.
- 2.2 Any compounds, chemicals, or products used by the Provider will be approved by the District prior to use and used only as specified by labeling and applied after proper training. Material Safety Data Sheets shall be available on site and will be verified by the superintendent annually.
- 2.3 Report and remedy any loss arising from Provider and/or his representative's negligence. Provider will be held liable for loss or destruction of property due to negligence while performing pest control maintenance.
- 2.4 Provider must have an Emergency Plan in the event of chemical spill or contamination. Provider shall provide their Emergency Plan to MNWD prior to

commencing work. The Emergency Plan shall be kept current throughout the contract.

- 2.5 Provider shall be responsible for cleanup of all spillage, contaminated matter and the removal of all contaminated cleanup materials. Any spillage not cleaned up within 4 hours will be cleaned up by MNWD at a minimum cost of \$150 per hour and shall be billed to the Provider.

3. PERSONNEL, EQUIPMENT, LICENSES, PERMITS:

- 3.1 Provider to provide all necessary personnel, equipment, applicable licenses and permits required by city, county, state and/or federal regulations to perform their work.
- 3.2 Work will be performed only by employees of the provider who must be legally authorized to work in the U.S.A. Work is not to be subcontracted to other individuals or entities.
- 3.3 Prior to any work being performed, provider must supply copies of current California license number, provider's license or local business license number which shall be filed with the appropriate District representative as required by the Contract.
- 3.4 Furnish a twenty-four hour emergency phone number, including any applicable business, home, or answering service phone number or pager number and contact person's name.
- 3.5 All crews will include at least one certified technician for field visits.
- 3.6 Provider personnel shall present a neat appearance and be easily recognized by wearing distinctive clothing or appropriate badges displaying the provider's and employee's name.
- 3.7 All work will be performed in a professional and workmanlike manner in keeping with accepted pest control practices and techniques. All work will be in conformance with the best trade practices.
- 3.8 Provider will not allow any minor (under age 18) onto District property unless notified in advance and the minor has a proper work permit.
- 3.9 Provider is required to observe the District holiday schedule which is available upon request at the beginning of each calendar year.
- 3.10 All provider crews on MNWD sites shall include at least one English-speaking employee and be supervised by a qualified foreman or superintendent.

## #6.

### 4. ADDITIONAL SERVICES:

- 4.1 Extra work, including extra labor and extra materials, will only be provided when pre-authorized and approved either in writing or prior to the performance of the extra work.
- 4.2 Any additional services recommended or foreseen that are outside of this scope should be noted by the provider and priced with this submission to be fixed for the duration of the contract. These services will only be performed when pre-approved in writing by the District.

### 5. OTHER REQUIREMENTS:

- 5.1 Provider will provide an effective method of communication with District personnel to request specific services or note service deficiencies.
- 5.2 Provider is responsible for providing inspection records detailing routine inspection of serviced areas with corrective action notes and completion sign off.
- 5.3 Provider shall provide a list of owned equipment, tools, and other property to be kept on site. Any equipment proposed to be kept on site must be pre-approved by the District. District reserves the right to deny storage of equipment at District facilities.
- 5.4 Invoices will include billing detail by District site designation and any codes needed to expedite processing.
- 5.5 Report all damages, graffiti, breach of security, and suspicious activity to authorized District personnel promptly.
- 5.6 District facilities maintenance manager and provider (owner or manager other than site supervisor or lead) may complete a quality controlled inspection at any time. All deficiencies or unacceptable work noted must be addressed and corrected within seven days of this inspection. Noted deficiencies that are not corrected will be addressed formally in a written evaluation which will become part of the provider's permanent service record. Uncorrected deficiencies are grounds for termination of service.
- 5.7 Provider shall establish and implement methods for ensuring that all keys issued to provider by District are not lost, misplaced, or used by unauthorized persons. No keys issued to provider by District shall be duplicated without prior written authorization from District. Provider shall report to the District any occurrence of a lost or duplicated key. In the event keys are lost, duplicated, or District deems it necessary, provider will be required upon direction of District to re-key or replace the affected lock or locks or perform re-keying and deduct the total cost from the monthly payment due to provider. It is also the responsibility of provider to prohibit

the opening of locked areas or to permit entrance of persons other than provider's employees engaged in the performance of assigned work in those areas.

- 5.8 The District uses CyberKey keys at many of its locations. The District will issue two CyberKey keys to the provider. If keys are damaged or stolen, the Provider will reimburse the District \$200 per key.
- 5.9 It is the responsibility of provider to ensure that all items of personal or monetary value found by the provider's employees be turned in to the District representative immediately.
- 5.10 Provider personnel will park in parking spaces within the gated District parking lots.

**#6.**

**EXHIBIT 2**

Fee Schedule

**EXHIBIT "B"**  
**MOULTON NIGUEL WATER DISTRICT**  
**FEE PROPOSAL FORM**  
**PEST CONTROL SERVICES**  
**12 EXTERIOR VISITS PER YEAR**

ITEM DESCRIPTION	NUMBER OF BAIT STATIONS/TREATMENTS	NO. OF VISITS PER YEAR	UNIT COST FY 14-15	TOTAL COST FY 14-15	UNIT COST FY 15-16	TOTAL COST FY 15-16	UNIT COST FY 16-17	TOTAL COST FY 16-17
<b>Item 1. Pest Control - Exterior and interior visits and bait stations</b>								
Main Office + 1 Interior Visit	10	12	\$50.00	\$600.00	\$50.00	\$600.00	\$50.00	\$600.00
Plant 2A Facility (Plant 2A) + 1 Interior Visit	17	12	\$60.00	\$720.00	\$60.00	\$720.00	\$60.00	\$720.00
<b>Item 2. Pest Control - Exterior visits and bait stations</b>								
Aliso Creek Lift Station	5	12	\$29.00	\$348.00	\$29.00	\$348.00	\$29.00	\$348.00
Aliso Hills Reservoir	3	12	\$29.00	\$348.00	\$29.00	\$348.00	\$29.00	\$348.00
Aliso Summit Reservoir	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Aliso Viejo R.W. Pump Station	3	12	\$29.00	\$348.00	\$29.00	\$348.00	\$29.00	\$348.00
Aliso Viejo R.W. Reservoir	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Audubon Lift Station	1	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Beacon Hill Pump Station	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Bear Brand Reservoir	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Big Niguel Pump Station	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Bridlewood Takeout Structure	3	12	\$29.00	\$348.00	\$29.00	\$348.00	\$29.00	\$348.00
Cabot Takeout Structure	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Casa Del Oso Pump Station	4	12	\$29.00	\$348.00	\$29.00	\$348.00	\$29.00	\$348.00
Country Village Pump Station	4	12	\$29.00	\$348.00	\$29.00	\$348.00	\$29.00	\$348.00
Crown Point R.W. Pump Station	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Crown Valley Reservoir	2	12	\$29.00	\$348.00	\$29.00	\$348.00	\$29.00	\$348.00
Del Avion Lift Station	2	12	\$29.00	\$348.00	\$29.00	\$348.00	\$29.00	\$348.00
East Aliso Creek Reservoir	2	12	\$29.00	\$348.00	\$29.00	\$348.00	\$29.00	\$348.00
El Dorado Reservoir/Pump Station	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
El Toro Tie-In Pump Station	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Fountains Lift Station	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Galivan Reservoir/Pump Station	3	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Golden Lantern R.W. Pump Station	4	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Highlands Pump Station	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Highlands Reservoir	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
La Paz Reservoir/Pump station	4	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Laguna Sur Reservoir	1	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00

S:\CONTRACTS & PROCUREMENT\PROCUREMENT\2014-15 RFPs\RFP FY14\_15\VN PROGRESS\PEST\0&M12-23-AG0002\_FY14\_15\Exhibits\PEST CONTROL SERVICES EXHIBIT B - Fee Schedule Revised 3-31-14 - Proposal Sheet  
 3/31/2014

**EXHIBIT "B"**  
**MOULTON NIGUEL WATER DISTRICT**  
**FEE PROPOSAL FORM**  
**PEST CONTROL SERVICES**  
**12 EXTERIOR VISITS PER YEAR**

ITEM DESCRIPTION	NUMBER OF BAIT STATIONS/TREATMENTS	NO. OF VISITS PER YEAR	UNIT COST FY 14-15	TOTAL COST FY 14-15	UNIT COST FY 15-16	TOTAL COST FY 15-16	UNIT COST FY 16-17	TOTAL COST FY 16-17
Little Niguel Pump Station	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Lower Boundary Oak Lift Station	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Lower Salada Lift Station	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Marquerite Pump Station	5	12	\$29.00	\$348.00	\$29.00	\$348.00	\$29.00	\$348.00
Marquerite Reservoir	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Mathis/Nellie Gail Reservoirs	4	12	\$29.00	\$348.00	\$29.00	\$348.00	\$29.00	\$348.00
Moulton Lift Station	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Moulton Peak Reservoirs	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Nellie Gail Lift Station	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
North Aliso Lift Station	3	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Oso Pump Station	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Pacific Park Reservoir & Pump Station	5	12	\$29.00	\$348.00	\$29.00	\$348.00	\$29.00	\$348.00
PID Pump Station #1	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
PID Reservoir #1/Pump Station #2	3	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
PID Reservoir #2/Pump Station #3	3	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
PIV #1 Crystal Sands Lift Station	1	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
PIV #2 Flying Cloud Lift Station	1	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
PIV #3 Star View Lift Station	1	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Rancho Reservoirs	4	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Regional Lift Station	8	12	\$29.00	\$348.00	\$29.00	\$348.00	\$29.00	\$348.00
Rolling Hills Reservoir/Pump Station	4	12	\$29.00	\$348.00	\$29.00	\$348.00	\$29.00	\$348.00
Saddleback R.W. Pump Station	3	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Saddleback Reservoir/Pump Station	5	12	\$29.00	\$348.00	\$29.00	\$348.00	\$29.00	\$348.00
San Joaquin Hills Lift Station	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Seville Reservoirs	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Sheep Hills Reservoir	4	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Southridge R.W. Pump Station/Wood Cyn Res	4	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Southwing Lift Station	3	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Upper Boundary Oak Lift Station	4	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00



**EXHIBIT "B"**  
**MOULTON NIGUEL WATER DISTRICT**  
**FEE PROPOSAL FORM**  
**PEST CONTROL SERVICES**  
**12 EXTERIOR VISITS PER YEAR**

ITEM DESCRIPTION	NUMBER OF BAIT STATIONS/TREATMENTS	NO. OF VISITS PER YEAR	UNIT COST FY 14-15	TOTAL COST FY 14-15	UNIT COST FY 15-16	TOTAL COST FY 15-16	UNIT COST FY 16-17	TOTAL COST FY 16-17
Upper Salada Lift Station	4	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
Valencia Pump Station	2	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
<b>Item 3. Pest Control - Exterior visits only</b>								
Crown Valley Highlands Pump Station	N/A	12	20.00	240.00	20.00	240.00	20.00	240.00
Golden Lantern R.W. Reservoir	N/A	12	20.00	240.00	20.00	240.00	20.00	240.00
Laguna Heights Reservoir	N/A	12	20.00	240.00	20.00	240.00	20.00	240.00
Northerly Takeout Structure	N/A	12	20.00	240.00	20.00	240.00	20.00	240.00
Pacific Park Metering Station	N/A	12	20.00	240.00	20.00	240.00	20.00	240.00
Periodic Site Maintenance Service Sub-Totals:	N/A	N/A	N/A	2,340	N/A	2,340	N/A	2,340
(Items 1, 2, and 3)								
<b>Item 4. Pest Control - Additional Services</b>								
Bee hive removal from Irrigation valve box (must include honey removal and clean up)	12	As Needed	\$65.00	\$780.00	\$65.00	\$780.00	\$65.00	\$780.00
Bee hive removal from meter box (must include honey removal and clean up)	40	As Needed	\$65.00	\$2,600.00	\$65.00	\$2,600.00	\$65.00	\$2,600.00
Bee hive removal from manhole (must include honey removal and clean up)	20	As Needed	\$85.00	\$1,700.00	\$85.00	\$1,700.00	\$85.00	\$1,700.00
Roach treatment for manholes	300	As Needed	\$10.00	\$3,000.00	\$10.00	\$3,000.00	\$10.00	\$3,000.00
Additional Services Sub-Totals:			N/A	8,080	N/A	8,080	N/A	8,080
(Item 4)								
<b>Fee Proposal Totals:</b>	N/A	N/A	N/A	28,420	N/A	28,420	N/A	28,420
(Items 1, 2, 3 and 4)								

Emergency Response Time Each visits 2 hours  
 (please specify your response time from call received from the District to field action).

Total Amount of 2014-15 Fee Proposal Written in Words  
Twentyeight Thousand four hundred twenty dollars

Total Amount of 2015-16 Fee Proposal Written in Words  
Twentyeight Thousand four hundred twenty dollars

Total Amount of 2016-17 Fee Proposal Written in Words  
Twentyeight Thousand four hundred twenty dollars

#6.

EXHIBIT "B"  
MOULTON NIGUEL WATER DISTRICT  
FEE PROPOSAL FORM  
PEST CONTROL SERVICES  
12 EXTERIOR VISITS PER YEAR

10. Submission of a proposal will be deemed a binding offer to enter into the attached service agreement on the terms contained therein for 90 days from the opening of the proposals.

Newport Exterminating  
Contractor's Business Name

16661 Millikan Ave.  
Business Address

Irvine, Ca 92606  
City, State, Zip

Business Phone No.: 949-261-0700

  
By

Pest Department Manager  
Title

4/2/14  
Date

**EXHIBIT 3**

Worker's Compensation Insurance Certification

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

***(ONE OF THE BOXES BELOW MUST BE CHECKED)***

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

I certify that, in the performance of the work on this contract, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: \_\_\_\_\_ Applicant: \_\_\_\_\_

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.





# Moulton Niguel Water District

## STAFF REPORT

**TO: Board of Directors**

**MEETING DATE: May 12, 2014**

**FROM: Marc Serna, Director of Engineering and Operations  
Megan Geer, Contracts and Purchasing Manager**

**SUBJECT: Extension of Service Agreement for Annual Landscaping  
Maintenance Services for FY 2014-15**

### **SUMMARY:**

Issue: The term of the existing services agreement for annual landscaping maintenance services expires on June 30, 2014, and an extension is required to continue the current level of services.

Recommendation: It is recommended that the Board of Directors approve Amendment No. 1 to the Services Agreement with Sunset Landscape Maintenance, Inc. for Fiscal Year 2014-15 in the amount of \$163,622, and authorize the General Manager to execute Amendment No. 1 on behalf of the District.

Fiscal Impact: Sufficient funds will be included in the proposed Fiscal Year 2014-15 operating budget for consideration by the Board of Directors.

### **BACKGROUND:**

The District maintains approximately 32 acres of landscape, 15 acres of hardscape, and 2,450 trees at 72 sites. The sites vary in levels of maintenance requirements including weekly activities at the main office and the operations facility, monthly activities at 33 reservoir and pump station sites, and quarterly activities at 37 sites with minimal landscaping.

In June 2013, the Board awarded the annual landscaping maintenance services agreement (Agreement) in the amount of \$163,622 to Sunset Landscape Maintenance, Inc. for Fiscal Year 2013-14, which included an option to extend services for an additional year. The total contract value includes \$88,622 for site maintenance, \$25,000 for system repairs, and \$50,000 for landscape planting.

## **#7.**

### **DISCUSSION:**

Staff is fully satisfied with the level of service provided by Sunset Landscape Maintenance and feels that exercising the option to extend the Agreement through June 30, 2015 is warranted and provides the best value in meeting the District's current landscaping needs through the proposed contract extension. Staff is recommending that the District extend the Agreement by authorizing the General Manager to execute the amendment on behalf of the District.

#### Attachments:

1. Amendment No. 1 to Services Agreement for Annual Landscaping Services
2. Services Agreement for Annual Landscaping Maintenance Services

**AMENDMENT NO. 1 TO THE SERVICES AGREEMENT  
BETWEEN MOULTON NIGUEL WATER DISTRICT AND SUNSET LANDSCAPE  
MAINTENANCE, INC. FOR ANNUAL LANDSCAPING MAINTENANCE SERVICES  
CONTRACT NO. OM13-14.005**

This Amendment No. 1 (“Amendment No. 1”) is entered into and effective as of \_\_\_\_\_, 2014, amending the Service Agreement for Annual Landscaping Maintenance Services, dated August 14, 2013 (the “Agreement”) by and between the Moulton Niguel Water District, a California Water District (“MNWD” or “District”), and Sunset Landscape Maintenance, Inc. (Sunset) (“Provider”) (collectively, the “Parties”) for landscape maintenance services. Where applicable, the term “Agreement” as used in this Amendment No. 1 includes the Agreement together with this Amendment No. 1. All capitalized terms not defined herein shall have the meanings set forth in the Agreement.

**RECITALS**

A. On August 18, 2013, the Parties entered the Agreement for ongoing annual landscape maintenance to include the provision of labor and materials, through June 30, 2014 at an annual rate of One Hundred Sixty-Three Thousand Six Hundred Twenty-Two Dollars (\$163,622.00); and

B. The Parties desire to extend the Agreement, for an additional twelve (12) month term from the expiration date of the Agreement at the same Scope of Work and annual rate as agreed between the parties in the Agreement.

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

1. The term of the Agreement is hereby extended through June 30, 2015.

2. MNWD will pay Provider for its performance of services pursuant to the Agreement, on a monthly basis in accordance with the terms of the Agreement. Total payments under this Amendment No. 1 shall not exceed **One Hundred Sixty-Three Thousand Six Hundred Twenty-Two Dollars (\$163,622.00)** for an Agreement total of **Three Hundred Twenty-Seven Thousand Two Hundred Forty-Four Dollars (\$327,244.00)**. Provider will provide MNWD, on a monthly basis, copies of invoices sufficiently detailed to include summary of work performed, and related activities and costs for approval by MNWD. All payments made to Provider by MNWD will be made in accordance with the payment terms set forth in the Agreement.

3. All requisite insurance policies to be maintained by the Provider pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment No. 1.

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 this Amendment No. 1, the terms of this

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Amendment No. 1 shall control.

5. The individuals executing this Amendment No. 1 and the instruments referenced in it on behalf of Provider each represent and warrant that they have the legal power, right and actual authority to bind Provider to the terms and conditions of this Amendment No. 1.

SUNSET LANDSCAPE  
MAINTENANCE, INC.

MOULTON NIGUEL WATER  
DISTRICT, a California Water  
District

By:

By: Joone Lopez

\_\_\_\_\_  
(Sign here)

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



**SERVICES AGREEMENT BETWEEN  
MOULTON NIGUEL WATER DISTRICT  
AND  
SUNSET LANDSCAPE MAINTENANCE, INC.  
FOR ANNUAL LANDSCAPING MAINTENANCE SERVICES  
FISCAL YEAR 2013-14  
FY-13-14-AG-0005**

This Agreement is made and entered into as of 8/14, 2013, between the Moulton Niguel Water District, a California water district (hereafter "MNWD" or "District"), and **Sunset Landscape Maintenance, Inc.**, a California corporation (hereafter "Provider"). MNWD and Provider may be referred to individually as "party" or together as "parties" in this Agreement.

**RECITALS**

A. MNWD requires landscape maintenance services for various facilities and facility sites MNWD owns or operates, as further described in this Agreement and in **Exhibit 1 – Scope of Work** and its attachments attached hereto and incorporated in this Agreement ("landscape maintenance service" or "Services").

B. Provider represents that it has the necessary State business license, equipment, land, permits, and skills required to perform the landscape maintenance services pursuant to the terms and standards set forth in this Agreement.

**NOW, THEREFORE**, MNWD and Provider agree as follows:

**Section 1. PROVIDER'S SERVICES**

1.1 Provider will perform the landscape maintenance services including the provision of labor, and materials (not otherwise provided by MNWD itself), described in this section and in **Exhibit 1 – Scope of Work** and its attachments for various facilities throughout MNWD, as directed by MNWD representatives from time to time during the term of this Agreement. The quantity of work to be performed and materials provided outlined in **Exhibit 1** is only an estimate. The expected scope and amount of landscape maintenance services to be performed is based on MNWD's accounting of the amount of landscaping needed throughout the MNWD facilities. Some landscape maintenance services will be a regularly scheduled and some will be periodic and provided on an as needed basis, to be determined by Provider in consultation with MNWD representatives. Provider acknowledges and agrees MNWD does not guarantee any minimum or maximum amount of work for the landscape maintenance services to be provided under this Agreement and MNWD may use other service providers for landscape maintenance services throughout the fiscal year, in its sole discretion.

1.2 Provider shall furnish all labor, materials (not otherwise provided by MNWD) and supplies, tools and equipment as may be required to perform the landscape maintenance services under this Agreement, and complete all work pursuant to the landscape maintenance services in a thorough, professional and workmanlike manner, and in accordance with generally accepted

## #7.

industry standards. Provider shall maintain and keep current a C-27 Landscape Contractors License issued by the State of California (“State”) during the term of this Agreement. A current copy of this license will be kept on file by MNWD.

1.3 Provider will not subcontract out any of the landscape maintenance services absent prior written approval by MNWD. In the event MNWD approves any such subcontracting, Provider is required to ensure that subcontractors fully comply with all terms of this Agreement, including but not limited to the insurance requirements set forth in Section 8 of this Agreement.

1.4 MNWD’s staff may make investigations as they deem necessary to determine the ability of the Provider to provide acceptable landscape maintenance services to MNWD on a continuing basis during the term of this Agreement. The Provider will furnish MNWD’s representatives all information necessary for this purpose upon request.

1.5 Provider is an independent contractor and not an employee of MNWD. No permitted or required approval of MNWD representatives of costs, schedules, documents, or services of Provider, or investigations thereof, will be construed as making MNWD responsible for the manner in which Provider performs the landscape maintenance services. Such approvals and investigations are intended only to give MNWD the right to satisfy itself with the quality of work performed by Provider.

1.6 No work shall be performed on days observed as “MNWD Holidays” listed below (9 days per year), except with written permission of MNWD representatives.

New Year’s Day – January 1  
Presidents Day – Third Monday in February  
Memorial Day – Last Monday in May  
Independence Day – July 4  
Labor Day – First Monday in September  
Veterans Day – November 11  
Thanksgiving Day in November  
Day following Thanksgiving Day in November  
Christmas Day – December 25

## **Section 2. SAFETY STANDARDS, COMPLIANCE WITH LAW**

2.1 Provider’s landscape maintenance services and operations shall be conducted so as to provide maximum safety to Provider’s employees and to the general public, and in compliance with all safety laws, rules and regulations of the State, federal, and local agencies. It is Provider’s responsibility to have a current Safety Manual that meets SB 198 requirement for injury and illness prevention and have that Safety Manual on file with MNWD.

2.2 Provider shall have OSHA certification of aerial equipment and the most recent California Highway Patrol Commercial Vehicle Inspection report for equipment to be used throughout the term of this Agreement. All personnel performing work under this Agreement must be qualified and trained in the landscape maintenance industry. Provider’s staffing manager shall be fluent in the English language. At all times during the landscape maintenance services,

the Provider shall have work crews on site that are represented by supervisor(s) who can communicate instructions given by MNWD representatives, and other authorities as applicable.

2.3 Provider at all times during the performance of the Services shall comply with and shall remain fully informed of all local, State, and federal laws, ordinances, rules, regulations or other requirements that may in any manner affect those employed to perform any of the Services or that may in any way affect the performance of the Services. In performing the Services, Provider shall comply with, and give all notices required pursuant to all laws, ordinances, rules, regulations and other requirements applicable to the Services. Provider shall be liable for any violation of law, ordinance, rule, regulation or other requirement in connection with performance of the Services. Provider shall bear all liability and costs, including fines, arising from performance of the Services that Provider knew or reasonably should have known were contrary to any applicable law, ordinance, rule, regulation, or other requirement.

2.4 The Services are a “public works project” as defined in Section 1720 of the California Labor Code (“Labor Code”), and Part 7, Chapter 1, of the Labor Code is applicable to the Services, as such, the Provider must be, and shall be deemed and construed to be, aware of and understand the requirements of Labor Code Sections 1720 *et seq.*, and 1770 *et seq.*, and Title 8 of the California Code of Regulations, Section 16000 *et seq.* (collectively, “Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on public works projects. Provider, at no additional cost to District, must comply with any and all applicable labor-related requirements, regardless of how implemented, including, without limitation, requirements for payment of prevailing wages, maintenance, inspection and submittal of payroll records, notice and posting requirements, *et cetera*. Provider and any subcontractors of Provider shall pay no less than the prevailing wages established by the Director of the Department of Industrial Relations of the State (“DIR”). Copy of wage schedules can be obtained from MNWD. Provider shall pay prevailing wages in accordance with Labor Code Section 1771 *et seq.* and comply with the terms below in a-f. In the event of any discrepancies between this Section 2.3 and any of the statutory sections cited below, or any successor provisions thereto, the statutory terms and requirements shall control and are incorporated prospectively by this reference.

a. Provider shall post a copy of the general prevailing rate of per diem wages at the job site pursuant to Section 1773.2 of the California Labor Code. Copies of the prevailing rate of per diem wages are on file at MNWD’s principal office and shall be made available upon request.

b. Provider shall comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by District and the DIR’s Division of Labor Standards Enforcement. The payroll records must be certified, maintained at the principal offices of Provider, and made available as required by Labor Code Section 1776. Provider must inform District of the location at which the payroll records are located, including the street address, city and county, and must, within five working days, provide a notice of any change of location and address. If Provider fails to timely comply with a request for certified payroll records, shall forfeit, as a penalty to District, one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Timely provision by Provider of certified payroll records also shall be a condition precedent to District’s

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obligations to make any subsequent progress, final, retention, or other payment to Provider pursuant to the Agreement.

c. In accordance with Section 1775 of the Labor Code, Provider shall forfeit, as a penalty to District, not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates as determined by the Director of the DIR for any work or craft in which such worker is employed under the Agreement by the Provider or by any subcontractor under Provider.. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day, or portion thereof, for which each worker was paid less than the stipulated prevailing wage rate, shall be paid to each worker by Provider. District will withhold penalties from Provider's payments then due upon receipt of notification by the DIR.

The specified wage rates are minimum rates only, and District will not consider and shall not be liable for any claims for additional compensation made by the Provider because of payment by Provider of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified shall be adjusted by Provider at its own expense.

d. Provider shall comply with the provisions of Section 1777.5 relating to employment of indentured apprentices on public works.

e. Provider shall, as a penalty to the State or District, forfeit Twenty-five dollars (\$25.00) for each worker employed under the Agreement by the Provider for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Section 1813. Work performed by employees of Provider in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day, or forty (40) hours during any one week, at not less than one and one-half (1 ½) times the basic rate of pay.

f. These requirements apply to any approved subcontractors of Provider.

### **Section 3. TERM**

3.1 The term of this Agreement is from July 1, 2013, to and including **June 30, 2014**, ("expiration") unless otherwise terminated earlier by either party pursuant to Section 6. This Agreement may be extended, at MNWD's option, for an additional year to June 30, 2015 with the same scope as listed in **Exhibit 1**. An extension will be based upon a satisfactory review of Provider's performance, MNWD's needs, and appropriation of funds and approval by the MNWD Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

### **Section 4. COMPENSATION, PAYMENT**

4.1 Compensation for the landscape maintenance services provided under this Agreement will be determined in accordance with the Provider's Proposal, attached hereto as in **Exhibit 2**, which establishes the maximum Unit Cost and/or an Hourly Rate for each Item

Description that will be paid by MNWD during the term of this Agreement. There shall be no increase to the Hourly Rate if an adjustment to the number of Provider's staff or service hours is needed to meet the Agreement requirements. The total compensation paid under this Agreement cannot exceed **ONE HUNDRED SIXTY-THREE THOUSAND SIX HUNDRED AND TWENTY-TWO (\$163,622.00)**. Any work performed by Provider, at the written request of MNWD, that is outside the scope of landscape maintenance services described under Section 1 above shall be paid at the rates quoted by Provider in advance of the work, as agreed to by MNWD in writing.

4.2 Compensation for landscape maintenance services will be billed monthly by Provider in accordance with the MNWD requested format, and will be based upon the compensation structure set forth in Section 4.1. Provider's invoice will account for the location of work performed in addition to other sufficient details of the work and materials provided for the landscape maintenance services. MNWD will make payment to the Provider within forty-five (45) calendar days of receipt and approval of the invoices by MNWD. Only one bill per month shall be submitted by Provider, showing invoices for Provider for services performed during the monthly billing period.

4.3 Acceptance and payment by MNWD for landscape maintenance services furnished under this Agreement will not in any way relieve the Provider of its responsibility to provide such services in strict accordance with State, federal, and local law. Neither MNWD's acceptance of, nor payment for, any landscape maintenance services will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## **Section 5. REMEDIES FOR DEFAULT**

5.1 Without limiting any other right or remedy of MNWD, should MNWD not receive proper service, cooperation, and response to its requests from Provider in compliance with this Agreement and the Scope of Work, MNWD reserves the right to withhold payments due to Provider under this Agreement until said items are completed or corrected by Provider or, at MNWD's election, completed or corrected by others. The entire cost of any such work performed by others shall be deducted from the payments due to Provider hereunder. Without limiting any other right or remedy of MNWD, MNWD shall have the right to offset against any amount payable to Provider under this Agreement any back charges provided for in the Exhibits in this Agreement and any loss or damage caused by Provider's lack of performance or breach of this Agreement.

## **Section 6. TERMINATION**

6.1 Either party may terminate this Agreement by providing written notice to the other party ten (10) calendar days in advance of the date of termination; provided, MNWD may terminate the Agreement without any advance notice in the event Provider is in material breach of any of the terms of this Agreement, as determined by MNWD in its discretion. Other than as provided under Section 7, upon termination neither party will have any further duties, obligations, responsibilities, or rights under this Agreement. On any termination, Provider will be entitled to the reasonable value of the landscape maintenance services performed for which it has not received prior compensation, subject to any offset from such payment representing

## **#7.**

MNWD's damages from any material breach of the terms of this Agreement by Provider pursuant to this Section 6. In no event will Provider be entitled to receive compensation in excess of the compensation specified under Section 4 of this Agreement.

### **Section 7. INDEMNITY**

7.1 Provider shall indemnify, defend with counsel approved by MNWD, and hold harmless MNWD and its officials, officers, employees, agents, and volunteers, as well as owners of record of all property on which entry will be made to perform the landscape maintenance services and all public agencies from whom permits will be obtained, if any (collectively the "Indemnitees"), from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Provider or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Provider shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the Authority or its officers, employees, agents, or volunteers and (2) the actions of Provider or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

Provider acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any State, federal, or local law, rule or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

It is understood that the duty of Provider to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by MNWD of insurance certificates and endorsements required under this Agreement does not relieve Provider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Provider acknowledges and agrees to the provisions of this Section 7 and that it is a material element of consideration.

7.2 Provider shall pay all costs and fees that may be incurred by MNWD in enforcing this indemnity, including reasonable attorney's fees.

7.3 The terms of this Section 7 shall survive the expiration or termination of this Agreement.

### **Section 8. INSURANCE**

8.1 Prior to commencing the Services, the Provider shall have in effect, and the Provider shall maintain, at its own expense, all required insurance. Provider shall not permit any subcontractor to perform any portion of the Services until the same insurance requirements have been complied with by such subcontractor. Provider agrees, upon written request, to furnish MNWD with copies of all required policies, certified by an authorized representative of the insurer. All insurance issued under the provisions of this section shall be issued in the form and by insurance organizations approved by MNWD prior to the commencement of any work hereunder. Throughout the term of the service agreement, Provider shall maintain insurance as set forth below:

**A. Commercial General Liability Insurance**

Commercial General Liability insurance, including coverage for products and completed operations, with a limit of not less than \$1 million per occurrence, \$2 million aggregate. Such aggregate shall apply separately to the Services. Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in the Section 7 entitled "Indemnity." This insurance shall name the following as additional insureds: *MNWD, all other public agencies from whom permits will be obtained, MNWD's Representative, owners of record of all property on which entry will be made, and each of the foregoing party's directors, officers, agents, employees, and consultants.* This insurance shall be primary and not contribute with any other insurance or self-insurance maintained by the additional insureds.

**B. Business Automobile Insurance**

Business Automobile insurance with a liability limit of not less than \$1 million each accident. The policy shall include coverage for owned, non-owned, and hired vehicles. This insurance shall name the following as additional insureds: *MNWD, all other public agencies from whom permits will be obtained, the MNWD's Representative, owners of record of all property on which entry will be made, and each of the foregoing party's directors, officers, agents, employees, and consultants.* This insurance shall be primary and not contribute with any other insurance or self-insurance maintained by the additional insureds.

**C. Professional Liability Insurance**

Professional Liability insurance, if any portion of the Services are performed by licensed professionals, including architects, engineers and surveyors, with a limit not less than \$1 million per occurrence.

**D. Workers' Compensation**

Workers' Compensation insurance as required by California law and employers liability insurance with limits not less than \$1 million each accident; and, \$1 million for disease, each employee. Such insurance shall include a waiver of subrogation in favor of the MNWD, its directors, officers, agents, and employees. This insurance shall be in strict accordance with the requirements of the most current and applicable state Workers' Compensation insurance laws. In accordance with Labor Code Sections 1860 and 1861, concurrent with execution and delivery of the Agreement, Provider shall execute and

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deliver to District the certification form attached to this Agreement as **Exhibit 3** whereby Provider acknowledges its responsibility to secure workers' compensation insurance in conformance with the requirements of Labor Code Section 3700, *et seq.*

### **E. Other Requirements**

With respect to all Provider insurance in this Section 8:

1. Insurers shall maintain an A.M. Best rating of A-, VII, or better or as otherwise approved by MNWD.
2. All deductibles and self-insured retentions must be declared and approved in writing by MNWD. At the option of MNWD, either the insurer shall reduce or eliminate such self-insured retentions as respects MNWD, its officers, officials, employees and other additional insureds or, Provider shall provide a financial guarantee satisfactory to MNWD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
3. Thirty (30) days' notice of cancellation shall be provided to MNWD.

### **F. Evidence of Insurance**

Prior to commencement of the Work, and throughout the term of the Contract, the Provider shall:

1. Furnish MNWD with properly executed certificates of insurance evidencing compliance with all insurance required herein. (see, **Exhibit 4**)
2. Provide MNWD additional insured endorsements evidencing compliance with Section 8 and any other endorsements required for compliance with the insurance terms required under Section 8. (see, **Exhibit 4**)
3. Provide certified copies of insurance policies at the request of MNWD.

### **G. Provider's Liability Not Limited By Insurance**

Nothing contained in these insurance requirements is to be construed as limiting the liability of Provider or Provider's sureties, or any subcontractors. In addition to the requirements set forth herein, during the course of the Agreement, Provider will pay for and maintain, in full force and effect, all insurance as required by any governmental agency having jurisdiction to require particular insurance of Provider in connection with or related to the Services or work provided under this Agreement.

## **Section 9. AGREEMENT DOCUMENTS**

9.1 The complete Agreement includes all of the Agreement Documents set forth herein, to wit: Contract Services Agreement, Corporate Certificate, Scope of Work with



Attachments, Provider's Proposal, Provider's Certificate Regarding Worker's Compensation, and Provider's Certificates of Insurance in compliance with Section 8.

**Section 10. ADDITIONAL PROVISIONS**

10.1 Notices. All notices, bills, and payments will be made in writing and may be given by personal delivery, or by U.S. Mail, postage prepaid, and addressed as follows:

To: MNWD Moulton Niguel Water District  
P.O. Box 30203  
Laguna Niguel, CA 92607-0203  
(949) 831- 2500  
(949) 831-7991 FAX

To: Provider: Sunset Landscape Maintenance, Inc.  
*ls* 27201 BURBANK AVE, FOOTHILL RANCH, CA  
92610  
(949) 455-4636 - FAX (949) 457-1823

Each party shall provide the other party with written notice of any change of address or telephone number that occurs as soon as practicable.

10.2 Integration; Severability. This Agreement represents the entire understanding of MNWD and Provider as to those matters contained herein. This Agreement supersedes any prior oral or written agreements or understandings between the parties with respect to the subject matter set forth herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties. 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.

10.3 Assignment; 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 Provider acknowledges that MNWD has entered into this Agreement in reliance upon the particular reputation and expertise of Provider and therefore Provider shall not assign this Agreement, nor any part thereof, nor any monies due, or to become due hereunder, without prior written consent of MNWD. In no event shall any contractual relationship be created between any third party and MNWD.

10.4 Attorney Fees. In the event an action is filed by either party to enforce any rights or obligations under this Agreement, the prevailing party will be entitled to recover all attorney's fees and court costs, in addition to any other relief granted by the court.

10.5 Governing Law/Venue. The provisions of this Agreement will be interpreted and enforced in accordance with the laws of the State. In the event of any legal action to enforce or

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interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

10.6 Interpretation. The provisions contained herein shall not be construed in favor of or against either party but shall be construed as if all parties prepared this Agreement.

10.7 No Third Party Rights. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

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

10.9 Recitals; Exhibits. The Recitals set forth above and all Exhibits to this Agreement are incorporated fully in this Agreement and are part of the terms hereof.

10.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together constitute one and the same instrument.

[Remainder of Page Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

MOULTON NIGUEL WATER DISTRICT

BY: *[Signature]*  
General Manager

DATE: 8/14/13

PROVIDER: SUNSET LANDSCAPE  
MAINTENANCE, INC

BY: *[Signature]*  
Authorized Officer or Representative\*

TITLE: PRESIDENT

DATE: 8/8/13

\* Complete and attach one of the following: Corporate certificate executed by Corporate Secretary; or, Notarization of Authorized Representative

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CORPORATE CERTIFICATE\*

I, CLAUDIA ROUGHAN certify that I am the Secretary of the corporation named as Provider in the foregoing Agreement; that JAMES ROUGHAN who signed said Agreement on behalf of Provider, was then President of said corporation; and that said Agreement was duly signed for and on behalf of said corporation by authority of its Governing Body and is within the scope of its corporate powers.

[ Claudia Roughan ], Secretary

(CORPORATE SEAL)

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\*To be completed if Provider is a corporation. If Provider is a joint venture or partnership that includes a corporation(s), a certificate must be obtained from MNWD's office, completed and attached to this page.

**EXHIBIT 1****SCOPE OF WORK**

Provider is required to perform and complete the proposed landscape maintenance services, which include hardscape maintenance work, in a thorough and professional manner, and to provide labor, tools, equipment, materials, and supplies necessary to complete all the Services and work in a timely manner that will meet the District's requirements. It is the intent to schedule maintenance to keep the sites in a state of healthy vigorous growth. The following are the District standards for landscape and hardscape area maintenance and the proposed Scope of Work required to comply with the Contract Service Agreement (Agreement):

**A. Maintenance Schedule and Compensation**

The District has prepared a **Site Maintenance Schedule and Site Maps (Attachment 1 and Attachment 2 to Exhibit 1)** to identify the name and maintained area of the District facilities requiring landscape and hardscape maintenance. The Site Maintenance Schedule also identifies the frequency to which the District expects Provider to visit each site to comply with the maintenance program. The proposed program schedule was developed based on the experience of the District Landscape Manager and is subject to modifications during the course of the Agreement. Adjustments to the Site Maintenance Schedule shall be coordinated with the District's Landscape Manager. Provider shall not modify the scope of work without written notification of a change to the Site Maintenance Schedule and before any variances to the Agreement have been formerly approved by the District Landscape Manager in accordance with the provisions of the Agreement.

Standard maintenance activities at each site shall include but not be limited to mowing, trimming, pruning, fertilization, aeration, weed control (both in hardscape and landscaped areas), cultivation, pest control, de-thatching, renovation, and cleanup of drainage facilities as described in the subsequent scope of work items. It is the intent to schedule maintenance to keep the sites in a state of healthy vigorous growth. The fee to complete the necessary site maintenance per the scope of work in their entirety is incorporated in Provider's Proposal, **Exhibit 2** for Site Maintenance of each site. Provider shall be compensated for any additional plantings as directed by the District Landscape Manager per Provider's Proposal for Planting. The location and specific type of the plantings shall be provided by the District's Landscape Manager and coordinated with Provider.

Irrigation maintenance shall include mandatory monthly operation and testing of the irrigation systems, any minor adjustments, review of irrigation coverage and run/off. The fee to complete these items in their entirety should be incorporated in the Fee Proposal Form also under the Site Maintenance Line Item. Costs for irrigation maintenance not exceed \$25,000 per Fiscal Year. Any repairs necessary to the irrigation system shall be performed as directed by the Landscape Manager and

## #7.

Provider shall be compensated from the not-to-exceed fee based on the unit price for Irrigation System Repairs as identified in Provider's Proposal.

### **B. Shrubs/Grasses**

1. Shrubs shall be pruned as required for safety, removal of broken or diseased branches, general containment, or appearance.
2. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use. Coordinate with the District Landscape Manager.
3. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
4. Remove any spent blossoms or dead flower stalks as required to present a neat clean appearance.
5. Shrubs and mounding shall not exceed two feet (2') in height within areas required for vehicular sight distance depending upon roadway topography.

### **C. Vines**

1. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
2. Do not use nails to secure vines on masonry walls.
3. Deep water vines in pockets not provided with sprinklers as required to promote optimum growth.
4. Pruning of vines will be in accordance with good horticultural practices.

### **D. Ground Cover**

1. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.
2. Main Office and Operations Facility; mulch all planted areas two (2) times per year with District approved mulch.
3. Cultivate and/or apply approved herbicide to remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach an objectionable height. The Landscape Manager shall be responsible for determining objectionable height. Remove weeds by chemical or mechanical means as approved by the District.
4. Prevent soil compaction by cultivating regularly all ground cover areas.

5. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into shrubs, or on structures, fences, or walls. Keep trimmed back approximately twelve inches (12") from structures, fences, or walls. Coordinate trimming around base of shrubs/trees with the Landscape Manager.
6. Bare soil areas shall be cultivated a minimum of once per month.

**E. Pest Control of Plant Material**

1. Provider shall provide complete and continuous control and/or eradication of all plant pests or diseases. Provider shall obtain any necessary permits to comply with City, County, State, or Federal regulations or laws.
2. Provider will assume responsibility and liability for the use of all chemical controls. Pests and diseases to include, but not limited to, all insects, aphids, mites, other invertebrates, pathogens, and nematodes.
3. All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.
4. Application of Pesticides:
  - a. Timing: Pesticides shall be applied at times, which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from draft. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.
  - b. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which each area is capable of receiving without excessive runoff.
  - c. Handling of Pesticides: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.
  - d. Equipment and Methods: Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target

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area. Drift will be minimized by avoiding high-pressure applications, windy conditions, and using water-soluble drift agents.

- e. Selection of Materials: Pesticides shall be selected from those materials that characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjuvant will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.
  - f. Substitutions: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of a District representative.
  - g. Certification of Materials: All materials shall be delivered on the site in original unopened containers. Materials shall be subject to inspection by the Landscape Manager.
5. All areas of the landscapes and facilities shall be inspected for infestations of harmful pests such as ants, insects, mites, snails, sow bugs, etc. Plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, wilted, or show signs of mold or fungi. Provider shall notify the Landscape Manager of any infestations and deal with appropriately.
6. Turf and other plants killed by weeds, chemicals, etc., shall be replaced at Provider's expense. All replacements must be made within fourteen (14) days after receiving notice from the District.

### **F. Drainage Facilities**

Provider shall be responsible for monthly inspections of all surface and sub-surface drains (i.e., bench drains, v-ditches, drainage piping, flow structures), that capture and convey storm waters and irrigation system incidental run-off, from District facilities and properties. Surface and sub-surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any soils, debris or vegetation offsite that might accumulate to prevent proper flow of water. Provider shall notify the District of any cracks or damage to the existing drainage facilities.

Provider shall be responsible for complying with Best Management Practices (BMP's) to minimize the impact to dry-weather urban runoff, storm water runoff, and receiving water quality. All drains to be covered during granular applications of fertilizer and herbicides. Covers are to be removed after application is complete and material reclaimed.



**G. Fertilization**

1. Scheduling: Fertilization will be applied as approved by the District Landscape Manager. Provider shall submit a fertilization schedule for approval with a minimum of four applications per year. The fertilization schedule shall indicate the fertilizer used and frequency applied and the landscape material applied to (i.e., turf, trees, shrubs, ground cover, etc.).
2. General: Fertilizers shall be inorganic, dry, pelletized formulation. Application shall be in accordance with manufacturer specifications.
3. Method of Application: In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader, which tends to throw material onto paved areas. The use of constant flow P.T.O. driven spreaders will keep materials contained in planting areas, eliminating sidewalk stains. Provider will be responsible for removing all fertilizer stains from concrete caused by his application. Fertilizer shall be applied at manufacturer's recommended rate. All drains shall be covered to prevent the broadcast of fertilizer entering storm drains. Covers shall be removed after broadcast and excess fertilizer collected.
4. Timing of Application: When climatic factors cause problems of the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, monitor watering schedule to eliminate runoff or leaching of fertilizer materials.
5. Trees and Shrubs: Fertilizers, pre-approved by the District Representative, shall be applied to trees and shrubs that require supplemental feeding. Annual spring feeding shall be done in accordance with the rate indicated by the manufacturer. Fertilization may require deep root feeding. Foliar micronutrient applications will be required as needed.

**H. Plant Additions and/or Replacements**

As part of this Agreement, Provider may be requested to replace damaged or destroyed shrubs, vines, ground cover, or flowers. Such work will be paid for as unit costs by the contract as identified in the Fee Proposal Form. The amount and location of all plantings shall be properly identified by the District to Provider prior to commencing work. Work in excess of the not-to-exceed fee total for planting will require an approved variance from the District prior to Provider proceeding with the additional planting. Exceptions will be replacements due to Provider's neglect as determined by the Landscape Manager.

All new plant material shall be guaranteed for a period of one calendar year except due to "Acts of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no

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control. Existing plants shall be replaced by Provider if it is determined by Landscape Manager they died due to Provider's negligence.

### **I. Tree Removals**

The District will prepare a list of trees to be removed, marks trees, notify homeowners as necessary, and submit lists to Provider. Provider calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Upon request, crew shall grind stumps to a depth of eighteen inches. All holes to be backfilled; all debris shall be cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over ninety-five feet (95') would fall under Crew Rental rates. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the District and shall be disposed of at the direction of the Landscape Manager. Any wood within the public right-of-way shall be removed by the end of the workday. No wood shall be left on any District property unless approved by the Landscape Manager. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The District is responsible for marking trees so that they are easily identifiable by Underground Service Alert and Provider. Provider shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. Provider shall grind the stump a minimum distance of one and a half (1½) feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled with soil and adequately compacted the same day. The resultant chips from routing may be used to cover the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

### **J. Tree Planting**

Planting includes the tree, V.I.T. brand stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the

Landscape Manager and submitted monthly or as needed. Provider will guarantee the quality of the tree stock and the workmanship for a period of one year.

Tree Planting Special Provisions:

1. Provider shall provide all equipment, labor and materials necessary for the planting of trees throughout the District as identified by the Landscape Manager in accordance with the specifications herein.
2. The District shall be responsible for marking locations and Provider will notify Underground Service Alert (USA) prior to planting.
3. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Provider shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
4. Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3-inches below the level of the finished surface of the concrete.
5. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it is put into the hole.
6. All trees planted shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
7. All trees shall be staked with two wooded lodge poles and two V.I.T. Brand ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (1/3") and two-thirds (2/3") of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
8. Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
9. In some cases, root barriers may be required. The District will make this determination. Should a root barrier be required, Provider will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve

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(12") inches in depth and at a length determined by the District and placed in a circular fashion surrounding the tree's root system. Root barriers are not included in the unit prices.

10. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
11. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

### **K. Irrigation**

The controlling factor in the performance of water management within the landscape maintenance area is the application of water to landscape plants at a rate that closely matches the actual demands of plant material with no runoff. Roadway safety, public safety, protection of the environment and maintenance are foremost reasons why water must be strictly controlled within the District. Other important water management considerations include water conservation and plant health.

The District Landscape Manager oversees the irrigation systems as necessary to sustain the landscape areas as directed by the District Board of Directors. The irrigation system is maintained utilizing a RainMaster® centralized irrigation system. Provider shall become familiar with the water schedule for each site. Any recommended modifications to the watering schedule shall be provided to the District's Landscape Manager for approval.

Provider shall assign a water manager and additional personnel who are directly responsible for maintaining, operating, adjusting, and responding to all parameters, set points, functions, and alarms on a daily basis or more frequently, if necessary. Provider shall utilize current "Best Management Practices" to properly apply water at minimum application rates that support all facility planting materials. Provider shall, under no circumstances, violate any current laws, rules and regulations, or guidelines regarding the application of water used for irrigation. Provider shall be responsible to address and pay for any fines, damage, and/or violations levied by the City, County of Orange, or any other jurisdictional agency.

Provider's water manager shall log onto RainMaster's® iCentral website daily, no later than 8:00 a.m. Pacific Standard time. All the District's irrigation controllers and systems shall be reviewed for system status and proper operation. Daily adjustments shall be made if necessary to ensure proper operation and daily application of water. Any and all system alarms and transmissions to and from the controllers, and all changes within the iCentral program shall be documented by submitting a monthly report listing the transmission information and the response to the transmissions and/or alarms. Include date, time and repairs made by site name, controller, station, and actions taken to eliminate the condition or alarm. RainMaster® iCentral alarms and notifications that require action by utilizing RainMaster® online website shall be

accomplished immediately. Alarms and notifications that require field action shall be addressed and/pr repaired within forty eight (48) hours.

Provider will be required to test the performance of the irrigation system during each monthly visit to the respective sites in accordance with the Site Maintenance Schedule and/or as directed by the District Landscape Manager. During the test of the system, Provider shall confirm the efficient operation and necessary irrigation maintenance as required per the service agreement. Flood irrigation is prohibited. Provider shall perform a mandatory RainMaster® Irrigation System Auto Learn Update after verifying proper system operation each month.

### **1. Operation**

The entire irrigation system to include all components from connection at meters shall be maintained in an operational state at all times. This coverage shall include but not limited to the following: all controllers, remote control valves, gate valves, backflow devices, main and lateral lines, sprinkler heads, moisture-sensing devices, and all related equipment. Provider is required to notify Landscape Manager of main line failures and any other irrigation system deficiencies within twenty-four (24) hours of occurrence. All systems shall be adjusted in order to:

- a. Provide adequate coverage of all landscape areas.
- b. Prevent runoff and/or erosion or “flood irrigation”, misting, direct overspray, or ponding.
- c. Eliminate hazardous conditions.
- d. All sprinkler heads shall be adjusted to maintain proper coverage. Adjustment shall include, but not be limited to, actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions, i.e. plant materials. Costs for adjustment shall be included in costs for operation and maintenance of the irrigation system.
- e. For all District sites with irrigations systems, Provider shall inspect and test the irrigation system monthly. Provider shall utilize the “Irrigation System Testing” form, (Appendix E). The forms shall be issued to the District on a monthly basis with the monthly invoices.
- f. Controller enclosure maintenance: Remove dirt, debris, spider webs, etc., vacuum enclosure. Inspect wiring; utilizing spray contact cleaner, spray clean all exposed wiring contacts and terminals, etc.
- g. Comply with local, state, and federal laws, rules and regulations, and guidelines with respect to application of water to District facilities, including all District water conservation methods and procedures.

**2. Repairs**

All system malfunctions, damage, and obstructions shall be recorded and timely corrective action taken. In addition to testing required per the Site Maintenance Schedule, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, daily if necessary.

- a. Repairs to the irrigation system shall be completed within 24 hours after approval by Landscape Manager on major component damage such as broken irrigation lines, defective or broken valves and sprinkler heads, sprinkler head relocations, malfunctioning controllers, quick couplers, manual or automatic valves, and other modifications as necessary.
- b. Correct deficient irrigation systems and equipment as necessary following verbal notification from the Landscape Manager.
- c. All damage resulting from Provider's operations shall be repaired or replaced prior to the end of the workday at Provider's expense. Provider shall notify the Landscape Manager of any damage.
- d. All replacements shall be with original type and model materials unless a substitute is approved by the Landscape Manager.
- e. Provider shall maintain an adequate stock of medium and high usage items for repair of the irrigation system.
- f. Provider shall implement repairs in accordance with all effective warranties and no separate payment will be made for repairs on equipment covered by warranty.
- g. Provider shall pay for all excessive utility usage due to failure to repair malfunctions on a timely basis.

**3. Materials**

All materials are to be new and identical to existing materials, unless directed otherwise by the District. The unit pricing provided in the Fee Proposal Form shall reflect all costs, including labor and materials, required to complete the specific repair. Any material that is not considered standard to complete the repair and requires adjustment to the unit price for additional materials requires approval by the District Landscape Manager prior to securing the additional materials.

**L. Weed Abatement**

Provider shall be responsible for the periodic mowing and weed whacking of unwanted weeds in undeveloped portions of District landscape sites as identified on the Site Maintenance Schedule. Provider shall not allow weeds to exceed 6" in height at any time or as determined by the Landscape Manager.

Provider shall immediately remove all noxious weeds and plant materials listed by the local cities, County of orange, and the State of California, from all District Facilities upon discovery. Annual weed abatement shall begin no later than March 1<sup>st</sup> of each year, and be completed no later than May 15<sup>th</sup> of each year. Any fines or fees incurred shall be the sole responsibility of Provider.

**M. Turfgrass**

The District maintains turf at two facilities, the Main Office and the Plant 2A Operations Yard. Provider shall be required to provide landscape maintenance service to the turf at those locations per the following standards:

1. Aeration: Mechanically aerate all turf areas as often as required, four (4) times annually, to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. In those areas when soil condition is poor, top dress may be required as directed by the Landscape Manager. Use a plug aeration with ¾" tines. Any areas that show excessive compaction shall receive additional treatment as required to alleviate this condition. Removal of sod plugs may be required.
2. Mowing: Mow and edge turfgrass per the Site Maintenance Schedule and as directed by the Landscape Manager. Cut cool season turf grass 2½" during warm season and reduce to 2" during winter or cooler seasons.

In warm seasons, common Bermuda shall be mowed to not exceed 1", hybrid Bermuda ½" to ¾". Mixed turf grasses will be cut at Landscape Manager's recommended height. This will depend on a site-by-site evaluation as necessary. Avoid removing more than one-third of the leaf area blade at any one time.

Avoid damage to trees and other obstacles located within the turf areas such as electrical boxes or fixtures. Do not mow areas that are wet. Alternate mowing patterns whenever possible to prevent wheel ruts. If ruts are made, Provider will make repairs at their expense.

3. Trimming and Edging: Trim around walls, buildings, curbs, header boards, valve boxes, quick couplers, and paved areas per the Site Maintenance Schedule to present a neat, clean appearance. Chemically edge around trees within an 8" radius from the trunk using care not to damage tree trunk or roots.
4. Refurbishment of turfgrass: Turf areas that are affected by disease, rabbits, etc.

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thinning out due to shading effect of trees, structures, and foot traffic will be reseeded or sodded with an approved grass seed to restore thinning areas. All turf areas shall be with perennial winter rye grass annually. Coordinate with Landscape Manager.

5. Weed Control: Provider shall maintain a weed free turf at all times by chemical and/or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. Provider shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. Provider shall immediately remove all noxious weeds and plant materials listed by the local cities, the County of Orange and the State of California from all District facilities upon discovery.
6. String Trimmers: Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. No weed eaters shall be used around trees or wooden sign posts. A 48" bare soil buffer zone shall be maintained around the circumference at the base of all trees.

### **N. General Facility Maintenance**

1. All animal feces or other materials detrimental to human health shall be removed from District facilities during the site visits per the Site Maintenance Schedule.
2. All broken glass and sharp objects shall be removed during the site visits per the Site Maintenance Schedule.
3. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by Provider's operations and at other times as required.
4. All leaves, paper, construction materials, debris, domestic animal feces, on the ground or in bags, and trash in general shall be removed from landscaped areas and disposed of offsite.
5. All other drainage facilities shall be cleaned of all soils, vegetation, and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to Landscape Manager. All materials shall be removed offsite the same day the work was performed and disposed of in an appropriate manner.

### **O. Clean-up**

1. At no time will grass cuttings/debris be allowed to blow into public streets or gutters without being swept or vacuumed clean. All debris generated from adjacent maintained landscape areas shall be the responsibility of Provider to remove (i.e. parking lots, access roads, sidewalks, streets, gutters).



2. Provider shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence. All grass clippings shall be picked up after each mowing or trimming operation.
3. All debris resulting from any of Provider's operations shall be removed and disposed of legally at Provider's expense. No debris will be allowed to remain at the end of the workday.
4. Provider shall provide general clean-up during site visits for the purpose of picking up papers, trash or debris which may accumulate in the landscape and hardscape areas and around all facilities adjacent to any landscape areas and open spaces, caused by winds or normal conditions.
5. Provider shall complete and submit the monthly Facility Hardscape Maintenance report for each District facility as shown on the Site Maintenance Schedule. Refer to Appendix F for the appropriate forms.

**P. Landfill Diversion**

Provider shall be responsible for the recycling of all green waste generated from maintenance operations within the District. Green wastes shall be diverted from County Landfill to an approved reclamation site and processed for recycling. Provider shall submit a report outlining the landfill diversions on a monthly basis. Reports shall accompany monthly invoice. Failure to provide reports in their entirety will result in delay of processing invoice.

**Q. Scheduling of Operations**

Normal work hours are from 7:00 a.m. to 5:00 p.m., Monday through Friday. Provider shall perform the work at such times as to minimize disturbance or interference to residences or businesses. Provider shall submit a weekly maintenance schedule describing maintenance operations, location of work, and when work will be accomplished. Schedule shall be submitted prior to starting any maintenance operations.

**R. Preservation of Property**

Provider shall exercise due care to avoid injury to existing improvements or facilities, adjacent property, trees, shrubbery, groundcovers, and grasses that are not to be removed. If such objects are injured or damaged by reason of Provider's operation, they shall be replaced or restored at Provider's expense to a condition as good as when Provider entered upon the work within forty-eight (48) hours of notification by the District's representative.

**S. Traffic Control**

Provider shall conform to all applicable traffic safety requirements and operating rules at all times while this contract is in effect. Provider shall provide traffic control when applicable or as directed by the District Landscape Manager or designated representative or City representative per the latest edition of the Work Area Traffic Control Handbook (WATCH Manual).

Provider will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. Prior to use, the City in which the work will be performed must approve all traffic safety equipment. Provider will obtain any encroachment permits that may be required to proceed with work within the City right-of-way. Provider will provide any necessary insurance documentation required by the appropriate City to procure necessary encroachment permits.

Provider shall be responsible at all times for supplying and using all safety equipment, signage, etc. to close or delineate pedestrian and vehicular traffic areas or to close a specific area to protect pedestrians and vehicular traffic from all potential hazards within the scope of Provider's work. Any requests made by the District's Landscape Manager to provide additional equipment or delineation shall be addressed immediately.

**T. Inspections**

The District's Landscape Manager or his designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable accommodation for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work. Upon request, Provider shall provide a staffing manager/superintendent for the purpose of site/facility walks to determine site conditions and to ascertain compliance with the landscape maintenance service agreement requirements.

If, at anytime, the District's Landscape Manager feels work is not being performed as required per these specifications and the service agreement, a Performance Deficiency Notification shall be provided to Provider. Provider shall take corrective actions within one (1) week from receipt of the notification. If corrective action is not made, the District shall withhold payment for work performed until the situation identified in the Performance Deficiency Report is remedied. Refer to Appendix D for the notification form. If the deficiency is of such a nature as failure to perform irrigation system repairs, daily RainMaster® ICentral monitoring, adjustments, alarms, Auto Learn functions, and/or failure to submit reports, shall have an appropriate dollar amount deducted from the monthly invoice.

**U. Minor Modifications and/or Additional Work**

The District may modify these specifications, including adjustments to the maintenance schedule and reporting forms, with the joint approval of Provider and the District's Landscape Manager. All modifications shall be in writing. Any modifications that affect the contract price shall be submitted in writing within seven (7) days of notification from the District of the change in scope of work. No work on the proposed change in scope shall proceed until Provider receives written approval of the change in scope of work from the District's Landscape Manager.

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**Attachment 1 to EXHIBIT 1**

**Site Maintenance Schedule**

**MOULTON NIGUEL WATER DISTRICT**  
**SITE MAINTENANCE SCHEDULE**

Site Name	Site Address	Site Frequency	Landscape Area (square feet)	Hardscape Area (square feet)	Irrigation System	Comments
<b>WEEKLY SITE VISITS</b>						
Main Office	27500 La Paz Road, Laguna Niguel	Weekly	15,000	20,400	Yes	Hardscape areas include site perimeter sidewalks
Operations Facility (Plant 2A)	26161 Gordon Road, Laguna Hills	Weekly	141,000	113,000	Yes	Maintenance to include hardscape areas within 25-feet of any landscaped areas and all mulched trails
<b>TOTALS FOR WEEKLY SITES:</b>			<b>156,000</b>	<b>133,400</b>		
<b>MONTHLY SITE VISITS</b>						
Aliso Viejo RW Reservoir	27133 Wood Canyon Dr, Aliso Viejo	Monthly	242,000	16,800	Yes	
El Dorado Reservoir/Pump Station	26475 Lope De Vega Dr., Mission Viejo	Monthly	53,800	25,000	Yes	
La Paz Reservoir/Pump Station	26852 Preciados, Mission Viejo	Monthly	45,000	25,000	Yes	
Laguna Heights Reservoir	1 1/2 Knob Hill, Dana Point	Monthly	80,000	6,600	Yes	
Mathis/Nellie Gail Reservoirs	25655 Nellie Gail, Laguna Hills	Monthly	156,000	30,000	Yes	
Moulton Peak Reservoirs	22646 Pacific Park, Aliso Viejo	Monthly	46,000	7,000	Yes	
Southridge RW Pump Station	22443 Pacific Park Dr., Aliso Viejo	Monthly	4,000	5,000	Yes	
<b>TOTALS FOR MONTHLY SITES:</b>			<b>626,800</b>	<b>115,400</b>		
<b>BIMONTHLY SITE VISITS</b>						
Rolling Hills Reservoirs	25343 Cedarbrook, Aliso Viejo	Bimonthly	36,600	20,000	Yes	
Saddleback Reservoir/Pump Station	c/o College Dr. West & College Dr. East, M.V.	Bimonthly	6,000	3,600	Yes	
Sheep Hills Reservoir	22404 Westwing, Aliso Viejo	Bimonthly	73,000	20,000	Yes	
Aliso Viejo RW Pump Station	28032 Aliso Creek Rd., Aliso Viejo	Bimonthly	4,100	6,000	Yes	
Golden Lantern RW Pump Station	31564 Golden Lantern, Laguna Niguel	Bimonthly	10,000	5,300	Yes	
<b>TOTALS FOR BIMONTHLY SITES:</b>			<b>129,700</b>	<b>54,900</b>		
<b>QUARTERLY SITE VISITS</b>						
Aliso Creek Lift Station	21933 Aliso Creek Rd., Aliso Viejo	Quarterly	0	5,800	No	
Aliso Hills Reservoir	24773 Mendocino Ct., Laguna Hills	Quarterly	22,000	3,600	Yes	
Beacon Hill Pump Station	24800 Beacon Hill Lane, Laguna Niguel	Quarterly	0	2,500	No	
Bear Brand Reservoir	24939 Beacon Hill Ln., Laguna Niguel	Quarterly	90,700	31,000	Yes	Landscape area includes 38,700 sf for open space weed control
Bridlewood Takeout Structure	25483 Bridlewood Dr., Laguna Niguel	Quarterly	1,000	600	Yes	
Casa Del Oso Pump Station	26593 Meadow Crest, Laguna Hills	Quarterly	0	5,200	No	
Crown Valley Reservoir	25545 Rancho Niguel, Laguna Niguel	Quarterly	0	31,000	No	

**MOULTON NIGUEL WATER DISTRICT  
SITE MAINTENANCE SCHEDULE**

Site Name	Site Address	Site Frequency	Landscape Area (square feet)	Hardscape Area (square feet)	Irrigation System	Comments
East Aliso Creek Reservoir (Big B)	27393 Aliso Niguel, Laguna Niguel	Quarterly	85,000	16,000	Yes	Landscape area includes 47,000 sf for open space weed control
Galivan Res./Pump Station	26724 Camino Capistrano, Mission Viejo	Quarterly	9,800	16,300	Yes	
Golden Lantern R.W. Reservoir	32274 Old Ranch Rd., Laguna Niguel	Quarterly	500	11,000	No	
Highlands Pump Station	29348 Niguel Rd., Laguna Niguel	Quarterly	0	300	No	
Highlands Reservoir	29348 Via Napoli, Laguna Niguel	Quarterly	2,400	8,200	Yes	
Marguerite Pump Station	26742 Marguerite Pkwy., Mission Viejo	Quarterly	140	2,200	Yes	
Marguerite Reservoir	27170 Delemos, Mission Viejo	Quarterly	12,700	3,600	Yes	
Moulton Lift Station	26112 Moulton Pkwy., Laguna Hills	Quarterly	3,600	900	No	
Pacific Island Drive Res. #2/P.S. #3	31250 Pacific Island Drive, Laguna Niguel	Quarterly	1,360	7,000	Yes	
Pacific Park Metering Station	23495 Aliso Creek Road, Aliso Viejo	Quarterly	1,800	5,500	Yes	
Pacific Park Reservoir and P.S.	27613 Aliso Creek Road, Aliso Viejo	Quarterly	10,600	25,500	Yes	
Regional Lift Station	28386 Alicia Pkwy., Laguna Niguel	Quarterly	9,500	12,000	Yes	
Saddleback R.W. Pump Station	c/o College Dr. West & College Dr. East, M.V.	Quarterly	6,000	3,600	Yes	
San Joaquin Hills Lift Station	25641 Diamond Gate, Aliso Viejo	Quarterly	0	2,400	No	
Seville Reservoirs	23391 Via Bahia, Mission Viejo	Quarterly	32,000	25,000	Yes	
Upper Boundary Oak Lift Station	#34 Glittering Sky, Aliso Viejo	Quarterly	640	2,700	Yes	
<b>TOTALS FOR QUARTERLY SITES:</b>			<b>289,740</b>	<b>221,900</b>		

**EXHIBIT 2**  
**FEE PROPOSAL**

#7.

**MOULTON NIGUEL WATER DISTRICT  
FEE PROPOSAL FORM  
LANDSCAPE MAINTENANCE SERVICE AGREEMENT  
FOR FISCAL YEAR 2013-14**

ITEM NO.	ITEM DESCRIPTION	QUANTITY OF VISITS	UNIT COST (FY 13-14)	TOTAL COST (FY 13-14)
1	<b>Site Maintenance (per scope of services to include landscape, hardscape, and irrigation system)</b>			
	Main Office	52	\$112	\$5,824
	Operations Facility (Plant 2A)	52	\$331	\$17,212
	Aliso Viejo R.W. Reservoir	12	\$670	\$8,040
	El Dorado Reservoir/Pump Station	12	\$268	\$3,216
	Laguna Heights Reservoir	12	\$629	\$7,548
	La Paz Reservoir/Pump Station	12	\$400	\$4,800
	Mathis/Nellie Gail Reservoirs	12	\$505	\$6,060
	Moulton Peak Reservoirs	12	\$320	\$3,840
	Southridge/Wood Canyon Reservoir	12	\$320	\$3,840
	Rolling Hills Reservoir/Pump Station	6	\$309	\$1,854
	Saddleback Reservoir/Pump Station	6	\$320	\$1,920
	Sheep Hills Reservoir	6	\$320	\$1,920
	Aliso Viejo R.W. Pump Station	6	\$108	\$648
	Golden Lantern R.W. Pump Station	6	\$206	\$1,236
	Aliso Hills Reservoir	4	\$206	\$824
	East Aliso Creek Reservoir	4	\$629	\$2,516
	Bear Brand Reservoir	4	\$629	\$2,516
	Crown Valley Reservoir	4	\$108	\$432
	Highlands Reservoir/Pump Station	4	\$212	\$848
	Galivan Reservoir/Pump Station	4	\$201	\$804
	Marguerite Reservoir	4	\$216	\$864
	Pacific Island Drive Reservoir #2/Pump Station #3	4	\$108	\$432
	Seville Reservoirs	4	\$268	\$1,072
	Pacific Park Reservoir and Pump Station	4	\$206	\$824



**MOULTON NIGUEL WATER DISTRICT  
FEE PROPOSAL FORM  
LANDSCAPE MAINTENANCE SERVICE AGREEMENT  
FOR FISCAL YEAR 2013-14**

ITEM NO.	ITEM DESCRIPTION	QUANTITY OF VISITS	UNIT COST (FY 13-14)	TOTAL COST (FY 13-14)
1	<b>Site Maintenance (per scope of services to include landscape, hardscape, and irrigation system)</b>			
	Main Office	52	\$112	\$5,824
	Operations Facility (Plant 2A)	52	\$331	\$17,212
	Aliso Viejo R.W. Reservoir	12	\$670	\$8,040
	El Dorado Reservoir/Pump Station	12	\$268	\$3,216
	Laguna Heights Reservoir	12	\$629	\$7,548
	La Paz Reservoir/Pump Station	12	\$400	\$4,800
	Mathis/Nellie Gail Reservoirs	12	\$505	\$6,060
	Moulton Peak Reservoirs	12	\$320	\$3,840
	Southridge/Wood Canyon Reservoir	12	\$320	\$3,840
	Rolling Hills Reservoir/Pump Station	6	\$309	\$1,854
	Saddleback Reservoir/Pump Station	6	\$320	\$1,920
	Sheep Hills Reservoir	6	\$320	\$1,920
	Aliso Viejo R.W. Pump Station	6	\$108	\$648
	Golden Lantern R.W. Pump Station	6	\$206	\$1,236
	Aliso Hills Reservoir	4	\$206	\$824
	East Aliso Creek Reservoir	4	\$629	\$2,516
	Bear Brand Reservoir	4	\$629	\$2,516
	Crown Valley Reservoir	4	\$108	\$432
	Highlands Reservoir/Pump Station	4	\$212	\$848
	Galivan Reservoir/Pump Station	4	\$201	\$804
	Marguerite Reservoir	4	\$216	\$864
	Pacific Island Drive Reservoir #2/Pump Station #3	4	\$108	\$432
	Seville Reservoirs	4	\$268	\$1,072
	Pacific Park Reservoir and Pump Station	4	\$206	\$824

**#7.**

ITEM NO.	ITEM DESCRIPTION	QUANTITY OF VISITS	UNIT COST (FY 13-14)	TOTAL COST (FY 13-14)
1	Marguerite Pump Station	4	\$108	\$432
	Regional Lift Station	4	\$206	\$824
	Saddleback R.W. Pump Station	4	\$206	\$824
	Upper Boundary Oak Lift Station	4	\$108	\$432
	Bridlewood Takeout Structure	4	\$108	\$432
	Pacific Park Metering Station	4	\$165	\$660
	Aliso Creek Lift Station	4	\$82	\$328
	Beacon Hill Pump Station	4	\$82	\$328
	Casa Del Oso Pump Station	4	\$108	\$432
	Golden Lantern R.W. Reservoir	4	\$278	\$1,112
	Moulton Lift Station	4	\$52	\$208
	San Joaquin Hills Lift Station	4	\$82	\$328
	Rancho Reservoirs (April & October)	2	\$320	\$640
	Crown Point R.W. Pump Station (April & October)	2	\$108	\$216
	Cabot Takeout Structure (April & October)	2	\$340	\$680
	Audubon Lift Station (April & October)	2	\$82	\$164
	Country Village Pump Station (April & October)	2	\$108	\$216
	Del Avion Lift Station (April & October)	2	\$82	\$164
	Pacific Island Drive Pump Station #1 (April & October)	2	\$340	\$680
	Paseo de Valencia Lift Station (April & October)	2	\$82	\$164
Aliso Summit Reservoir (April & October)	2	\$108	\$216	
National Park Pump Station (May)	1	\$52	\$52	
<b>Site Maintenance Service Totals:</b>			<b>N/A</b>	<b>\$88,622</b>

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT COST (FY 13-14)	TOTAL COST (FY 13-14)
2	<b>Planting (per scope of services)</b>			
	4-Inch Pot Color Planting (Pots)	100	\$2	
	Ground Cover Flats (Flats)	100	\$24	
	1-Gallon Ground Cover (Plants)	2,000	\$9	
	1-Gallon Shrubs (Plants)	2,000	\$9	
	5-Gallon Shrubs (Plants)	3,000	\$23	
	15-Gallon Shrubs (Plants)	1,000	\$87	
	5-Gallon Vines (Vines)	150	\$34	
	1-Gallon Grasses (Plants)	1,000	\$9	
	5-Gallon Grasses (Plants)	750	\$23	
	5-Gallon Trees (Trees)	50	\$32	
	15-Gallon Trees (Trees)	150	\$95	
	24-Inch Box Trees (Trees)	25	\$295	
	36-Inch Box Trees (Trees)	10	\$725	
	<b>Site Planting Totals:</b>			N/A
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT COST (FY 13-14)	TOTAL COST (FY 13-14)
3	<b>Irrigation System Repairs (Total Not-to-Exceed Fee)</b>			
	Irrigation System Repairs	LS	N/A	\$25,000

<b>FISCAL YEAR 13-14 AGREEMENT TOTAL</b>	<b>\$163,622</b>
--	------------------

Total Amount of 2013-2014 Fee (Written in Words):

**#7.**

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- A. This contract amendment will be for twelve (12) months from July 1, 2013, to June 30, 2014, as per the rates above.
- B. The fee for this project shall be a not-to-exceed fee and include full compensation for all labor, materials (unless supplied by the District), tools and equipment necessary to complete the work in a complete and workmanlike manner as intended by this Request for Proposal and no additional compensation will be allowed. Any increase in this maximum fee due to a change in project scope must have prior written approval of the District.
- C. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed Work whether they be more or less than those shown.

It is understood and agreed that:

- 1. The undersigned has carefully examined all documents, which will form a part of the Service Agreement when preparing this proposal.
- 2. The undersigned is satisfied as to the nature of the work and is fully informed as to all conditions and matters, which can in any way affect the work or the cost thereof.
- 3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal, and further understands that the Moulton Niguel Water District will be in no way responsible for any errors or omissions in the preparation of the Proposal.
- 4. The undersigned agrees, acknowledges and is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the Service Agreement if it is awarded to the undersigned.

The undersigned will begin work after Notice of Award has been given as herein specified and provided all requirements in regard to insurance have been satisfied and will complete said work within the time specified. The undersigned will execute the Agreement and furnish the required Certificates of Insurance within the period of time specified in the Request for Proposal.

- 5. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive, or made in the interest or in behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure any advantage over any other bidder.
- 6. The undersigned will accept an award and enter into a Service Agreement for all work scheduled herein on which the undersigned submitted a bid. The awards for such work are to be entirely at the discretion of the District after evaluation of the proposals as submitted.

#7.

7. Submission of a proposal will be deemed a binding offer to enter into the attached service agreement on the terms contained therein for 90 days from the opening of the proposals.

Contractor's Business Name  
**SUNSET LANDSCAPE  
MAINTENANCE, INC.**  
27201 Burbank Ave.  
Foothill Ranch, CA 92610

Business Address

City, State, Zip

Business Phone No.: 949-455-4636

*[Signature]*  
By

*VICE president*  
Title

*6/3/13*  
Date

**MOULTON NIGUEL WATER DISTRICT FEE PROPOSAL FORM**  
**Irrigation System Repair Unit Cost Breakdown**

Item No.	Item Description	Unit Cost (FY 12-13)
1	<b>Replace Line Size Gate Valve and Related Parts/Materials</b>	
	3/4" Gate Valve	\$ 44
	1" Gate Valve	\$ 54
	1-1/4" Gate Valve	\$ 65
	1-1/2" Gate Valve	\$ 76
	2" Gate Valve	\$ 88
	2-1/2" Gate Valve	\$ 118
	3" Gate Valve	\$ 170
2	<b>Replace Line Size Ball Valve and Related Parts/Materials</b>	
	3/4" Gate Valve	\$ 32
	1" Gate Valve	\$ 42
	1-1/2" Gate Valve	\$ 52
	2" Gate Valve	\$ 76
	2-1/2" Gate Valve	\$ 98
3	<b>Replace Meter Tail Piece or Flange and Related Parts/Materials</b>	
	3/4" Gate Valve	\$ 50
	1" Gate Valve	\$ 60
	1-1/2" Gate Valve	\$ 80
	2" Gate Valve	\$ 105
4	<b>Replace Schedule 40 Brass Piping and Related Parts/Materials</b>	
	3/4" Pipe	\$ 6 <sup>00</sup>
	1" Pipe	\$ 8
	1-1/4" Pipe	\$ 10
	1-1/2" Pipe	\$ 12
	2" Pipe	\$ 14
	2-1/2" Pipe	\$ 16

#7.

5	Replace/Repair FEBCO Reduced Pressure Principle Backflow Prevention Device and Related Parts/Materials		
	3/4" RPPD	Replace \$ 650	Repair \$ 300
	1" RPPD	Replace \$ 695	Repair \$ 310
	1-1/4" RPPD	Replace \$ 750	Repair \$ 320
	1-1/2" RPPD	Replace \$ 1050	Repair \$ 330
	2" RPPD	Replace \$ 1300	Repair \$ 350
	2-1/2" RPPD	Replace \$ 2800	Repair \$ 450
6	Replace/Repair 80 Mesh Bronze Wye or Basket Strainer and Related Parts/Materials		
	3/4" size	Replace \$ 50	Repair \$ 35/hr
	1" size	Replace \$ 49	Repair \$ 35/hr
	1-1/4" size	Replace \$ 54	Repair \$ 35/hr
	1-1/2" size	Replace \$ 97	Repair \$ 35/hr.
	2" size	Replace \$ 126	Repair \$ 35/hr
	2-1/2" size	Replace \$ 155	Repair \$ 35/hr
7	Replace/Repair Bronze Dirty Water Master Valve and Related Parts/Materials		
	1" valve	Replace \$ 492	Repair \$ 190
	1-1/4" valve	Replace \$ 514	Repair \$ 200
	1-1/2" valve	Replace \$ 576	Repair \$ 225
	2" valve	Replace \$ 667	Repair \$ 250
	2-1/2" valve	Replace \$ 798	Repair \$ 350
8	Replace/Repair Flow Sensor and Related Parts/Materials		
	1" Flow Sensor	Replace \$ 511	Repair \$ 65/hr
	1-1/4" Flow Sensor	Replace \$ 603	Repair \$ 65/hr
	1-1/2" Flow Sensor	Replace \$ 680	Repair \$ 65/hr
	2" Flow Sensor	Replace \$ 708	Repair \$ 65/hr
	2-1/2" Flow Sensor	Replace \$ 825	Repair \$ 65/hr
9	Repair/Replace Pressure Regulator and Related Parts/Materials		
	3/4" size	Replace \$ 317	Repair \$ 35/hr



	1" size	Replace \$ 335	Repair \$ 170
	1-1/4" size	Replace \$ 564	Repair \$ 282
	1-1/2" size	Replace \$ 597	Repair \$ 298
	2" size	Replace \$ 634	Repair \$ 317
	2-1/2" size	Replace \$ 737	Repair \$ 368
10	<b>Repair/Replace Remote Control Valves and Related Parts/Materials</b>		
	3/4" valve	Replace \$ 144	Repair \$ 72
	1" valve	Replace \$ 164	Repair \$ 82
	1-1/4" valve	Replace \$ 210	Repair \$ 105
	1-1/2" valve	Replace \$ 272	Repair \$ 136
	2" valve	Replace \$ 345	Repair \$ 172
	2-1/2" valve	Replace \$ 390	Repair \$ 195

11	<b>Replace Quick Coupling Valves and Related Parts/Materials</b>	
	3/4" potable water valve	\$ 107
	1" potable water valve	\$ 134
	3/4" recycled water valve	\$ 129
12	1" recycled water valve	\$ 153
	<b>Replace Standard Size Rectangular Valve Box and Bolt Down Cover, including Related Parts/Materials</b>	
	Green PW Box	\$ 30
13	Magenta RW Box	\$ 34
	<b>Replace 9" Standard Size Round Valve Box and Bolt Down Cover, including Related Parts/Materials</b>	
	Green PW Box	\$ 20
14	Magenta RW Box	\$ 23
	<b>Replace Irrigation System Controller (Rainmaster Z4 Station I-Card and Antenna) and Related Parts</b>	
	Wall Mount	\$ 4880
15	Pedestal Mount	\$ 5080
	<b>Replace Irrigation System Controller Enclosure and Related Parts/Materials</b>	
	Wall Mount <i>STAINLESS</i>	\$ 1610

#7.

	Pedestal Mount <i>STAINLESS</i>	\$ 2116
16	Replace On-Grade UV Resistant Sch 40 PVC Pipe and Related Parts/Materials	
	3/4" Pipe	\$ 1.85
	1" Pipe	\$ 2.25
	1-1/4" Pipe	\$ 2.50
	1-1/2" Pipe	\$ 3.60
	2" Pipe	\$ 6.40
	2-1/2" Pipe	\$ 7.65
	3" Pipe	\$ 9.65
17	Replace On-Grade Sch 40 Galvanized Pipe and Related Parts/Materials	
	3/4" Pipe	\$ 3.98
	1" Pipe	\$ 4.50
	1-1/4" Pipe	\$ 5.75
	1-1/2" Pipe	\$ 6.98
	2" Pipe	\$ 9.20
	2-1/2" Pipe	\$ 15.60
	3" Pipe	\$ 19.53
18	Replace Below-Grade Sch 40 PVC Pipe and Related Parts/Materials	
	3/4" Pipe	\$ 2.98
	1" Pipe	\$ 3.32
	1-1/4" Pipe	\$ 3.50
	1-1/2" Pipe	\$ 3.68
	2" Pipe	\$ 6.48
	2-1/2" Pipe	\$ 9.73
	3" Pipe	\$ 11.85
19	Replace Below-Grade Rotor Style Sprinkler Head with Check Valve and Related Parts/Materials	
	6" Pop-Up	\$ 36
	12" Pop-Up	\$ 36
	18" Pop-Up	\$ 46
20	Replace On-Grade Rotor Style Sprinkler Head with Check Valve and Related Parts/Materials	

	6" Pop-Up	\$ 31
	12" Pop-Up	\$ 36
	18" Pop-Up	\$ 46
21	<b>Replace Below-Grade Pop-up Style 1800 Sprinkler Head with Check Valve and Related Parts/Materials</b>	
	4" Pop-Up	\$ 11
	6" Pop-Up	\$ 18
	12" Pop-Up	\$ 21
	18" Pop-Up	\$ 31
22	<b>Replace On-Grade Pop-up Style 1800 Sprinkler Head with Check Valve and Related Parts/Materials</b>	
	6" Pop-Up	\$ 14
	12" Pop-Up	\$ 18
	18" Pop-Up	\$ 23
23	<b>Replace Below-Grade Sch. 80 Riser and Nozzle Head with Check Valve and Related Parts/Materials</b>	
	6" Riser and Nozzle	\$ 9
	12" Riser and Nozzle	\$ 13
	18" Riser and Nozzle	\$ 16
	24" Riser and Nozzle	\$ 19
	36" Riser and Nozzle	\$ 23
24	<b>Replace On-Grade Sch. 80 Riser and Nozzle Head with Check Valve and Related Parts/Materials</b>	
	6" Riser and Nozzle	\$ 8
	12" Riser and Nozzle	\$ 11
	18" Riser and Nozzle	\$ 14
	24" Riser and Nozzle	\$ 16
	36" Riser and Nozzle	\$ 19
25	<b>Replace Lodge Pole Stakes and Related Parts/Materials</b>	
	6' Stake	\$ 12
	8' Stake	\$ 14
	10' Stake	\$ 16
26	<b>Troubleshoot/Evaluate Booster Pump Operation and Create Report to Repair or Replace Booster Pump</b>	
	Troubleshoot/Evaluate	\$ 485

#7.

27	Exercise Booster Pump Valves, Grease all Fittings, Clean out Pump and Vent Screens (Evaluate & record suction and discharge pressures and motor amperages-at start-up and when operational.)	
	Pump Service	\$ 490
28	Laborer/Hourly Rate	\$ 65
29	Irrigator/Hourly Rate	\$ 35
30	Dump Fees per Truck Load	\$ 220

EXHIBIT 3

WORKER'S COMPENSATION INSURANCE CERTIFICATION

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

***(ONE OF THE BOXES BELOW MUST BE CHECKED)***

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier AM TRUST NORTH AMERICA

Policy Number SWC 1021215

I certify that, in the performance of the work on this contract, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: \_\_\_\_\_ Applicant: \_\_\_\_\_

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

**#7.**

**EXHIBIT 4**

**Attach: INSURANCE CERTIFICATES/ENDORSEMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

SUNSLAN-01

ECAN

DATE (MM/DD/YYYY)  
6/17/2013

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

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

PRODUCER  
DiBuduo & DeFendis Insurance Brokers, LLC - SLO (805) 593-1400  
License #0E02096  
100 Cross Street, Suite 203  
San Luis Obispo, CA 93401

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Great American Insurance	NAIC #
INSURER B: Security National Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED  
Sunset Landscape Maintenance, Inc.  
27201 Burbank Ave.,  
Foothill Ranch, CA 92610

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1000 PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	PAC180860901	2/1/2013	2/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		CAP180861001	2/1/2013	2/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SWC1021215	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

### CERTIFICATE HOLDER

### CANCELLATION

Moulton Niguel Water District  
PO Box 30203  
Laguna Niguel, CA 92607-

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTION OF OPERATIONS -

Sunset Landscape Maintenance, Inc.  
27201 Burbank Ave..  
Foothill Ranch, CA 92610

Moulton Niguel Water District  
PO Box 30203  
Laguna Niguel, CA 92607-

WHEN REQUIRED BY WRITTEN CONTRACT THE FOLLOWING FORMS ARE APPLICABLE: General Liability Additional Insured Including Primary Form # CG8532 0810, CG8534 0810, Waiver of Subrogation CG8528 0810 forms attached

Moulton Niguel Water District, all other public agencies from whom permits will be obtained, the Moulton Niguel Water District's Representative, owners of record of all property on which entry will be made, and each of the foregoing party's rectors, officers, agents, employees and consultants. //

GENERAL AGGREGATE LIMIT APPLIES PER PROJECT FOR CERTIFIATE HOLDER MOULTON NIGUEL WATER DISTRICT



Document editions: 04/01/13 | 07/01/04 | 10/01/01 | 03/01/97 | 10/01/93 | 11/01/85

ISO | Commercial General Liability Forms | 04/01/13

ISO Effective Dates:  
General Liability Effective 04/01/2013 - 01/01/2009

POLICY NUMBER: PAC180860901

COMMERCIAL GENERAL LIABILITY

CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Moulton Niguel Water District, all other public agencies from whom permits will be obtained, the Moulton Niguel Water District's Representative, owners of record of all property on which entry will be made, and each of the foregoing party's directors, officers, agent's employees and consultants	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor.

**#7.**

engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Policy Number PAC1808609-01



301 E Fourth Street  
Cincinnati, OH 45202  
(613.368.8000

CG 85 32  
(Ed. 08 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS -  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU -  
YOUR ONGOING OPERATIONS DURING POLICY PERIOD ONLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured any person or organization for whom you perform ongoing operations during the policy period of this policy, but only when you and that person or organization expressly agreed in writing, in a written contract or agreement made before the "bodily injury," "property damage," or "personal and advertising injury" occurs, that such person or organization would be added as an Additional Insured under this policy. Our coverage for such an Additional Insured is subject to the terms, conditions, exclusions, and limitations of this insurance, as modified by this endorsement.

However:

1. If an Additional Insured shown in the Schedule is a builder, general contractor or contractor not affiliated with the builder; and
2. You have entered into a residential construction contract subject to the requirements of California Civil Code Section 2782(e) with such builder or contractor;

then, subject to the remainder of this endorsement, such builder or contractor is an Additional Insured under this endorsement only to the extent of the liability for "bodily injury," "property damage," or "personal and advertising injury" that you have assumed in the residential construction contract with that party.

B. A person or organization described in Section A. of this endorsement is an Additional Insured only until the earliest of the following times:

- a. at the end of the period of time for which such Additional Insured status is required by the written contract or agreement between you and that person or organization, described in Section A. of this endorsement;
- b. when your ongoing operations for that person or organization end; or
- c. at the end of the policy period of this policy.

A person or organization described in Section A. of this endorsement is an Additional Insured only as respects "bodily injury" or "property damage" that:

1. is caused, in whole or in part, by your acts or omissions, or the acts or omissions of one acting on your behalf;
2. is caused, in whole or in part, by "your work" performed for that Additional Insured;
3. is not within the "products-completed operations hazard"; and

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4. occurs after the making of the written contract or agreement described in Section A. of this endorsement.

No person or organization is an Additional Insured under this endorsement as respects any "bodily injury" or "property damage" within the "products-completed operations hazard."

A person or organization described in Section A. of this endorsement is an Additional Insured only as respects "personal and advertising injury" caused by an offense that:

- 1. is committed, in whole or in part, by you or one acting on your behalf; and
- 2. arises out of "your work" performed for that Additional Insured.

C. We have no duty to defend or indemnify such an Additional Insured against a claim or "suit" unless and until that Additional Insured provides us with written notice of that claim or "suit," of the kind described in SECTION IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit, paragraph b. Notice of a claim or "suit" provided to us by or on behalf of the Named Insured, or by or on behalf of any other Insured, person, or organization, is not notice by the Additional Insured.

D. Coverage we provide for an Additional Insured will not, under any circumstances, be broader in any respect than either:

- 1. the coverage we provide for you under this policy; or
- 2. the coverage required to be provided for that Additional Insured by the written contract or agreement described in Section A. of this endorsement.

E. Under no circumstances will we pay more than the applicable Limit of Insurance. Neither this endorsement, nor any contract or agreement described in Section A. of this endorsement, nor our agreement to defend or indemnify an Additional Insured, can increase, enlarge, or reinstate any Limit of Insurance described in this policy. Any sum we pay for damages will be paid from, and will not be in addition to, the applicable Limit of Insurance.

Under no circumstances will we pay for or on behalf of an Additional Insured any amount of insurance that exceeds the lesser of:

- 1. the applicable Limit of Insurance that would be available to you under this policy; or
- 2. the amount of insurance you promised to provide in the written contract or agreement described in Section A. of this endorsement.

F. As respects an Additional Insured described in Section A. of this endorsement, and in addition to the exclusions stated in either Coverage A -- Bodily Injury and Property Damage Liability, 2. Exclusions, or Coverage B -- Personal and Advertising Injury Liability, 2. Exclusions, our insurance of an Additional Insured under this endorsement also does not apply to any of the following:

- 1. "Bodily injury," "property damage," or "personal and advertising injury," to the extent caused by any act or omission of the Additional Insured or any of the Additional Insured's "employees";
- 2. "Bodily injury" or "property damage" that occurs before you commence operations at the location where such "bodily injury" or "property damage" occurs;

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- 3. "Personal and advertising injury" arising out of any offense committed before you commence operations pursuant to the written contract or agreement described in Section A. of this endorsement; and
  - 4. "Bodily injury," "property damage," or "personal and advertising injury," arising out of the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including, but not limited to:
    - (a) preparing or approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
    - (b) supervisory, inspection, architectural, or engineering activities.
- G. As respects an Additional Insured described in Section A. of this endorsement, Coverage A – Bodily Injury and Property Damage Liability, 2, Exclusion, 1, Damage to Your Work, is deleted and replaced by the following:
- 1. Damage to Your Work
    - "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."
- H. Subject to Section D. of this endorsement, an Additional Insured described in Section A. of this endorsement must comply with all applicable provisions of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS to the same extent as any Insured other than you. This includes, but is not limited to, compliance with Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit.
- I. In SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added at the end of 4. Other Insurance, a. Primary Insurance:
- With respect to other insurance under which an Additional Insured is designated as a Named Insured, our insurance will be primary only if you and the Additional Insured have expressly agreed in writing, in a contract or agreement made before the "bodily injury," "property damage," or "personal and advertising injury" occurred, that our insurance is primary or primary and non-contributory. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in provision 4.c. Method of Sharing.
- J. In SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added at the end of 4. Other Insurance, b. Excess Insurance, subparagraph (1):
- With respect to other insurance under which an Additional Insured is designated as a Named Insured, when the written agreement between you and the Additional Insured does not expressly require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.
- Regardless of the written agreement between you and the Additional Insured, this insurance is excess over any other insurance, whether primary, excess, contingent, or on any other basis, for which the Additional Insured has been added as an Additional Insured by attachment of an endorsement or otherwise.

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Policy Number PAC1808609-01

- K. An Additional Insured described in Section A. of this endorsement must promptly request defense and indemnity of the claim or "suit" under each policy issued by any other insurer, under which the Additional Insured may be insured in any capacity. The Additional Insured must assist us in enforcing its rights to defense and indemnity under any such other insurance. However, the previous two sentences do not apply to other insurance under which the Additional Insured is a Named Insured, if the written contract or agreement described in Section A. of this endorsement expressly provides that our policy is to be primary and non-contributory.

This endorsement does not change any other provision of the policy.

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Policy Number PAC1808609-01



Administrative Offices  
301 E Fourth Street  
Cincinnati, Ohio 45202  
613.389.5000

CG 85 28  
(Ed. 08 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN  
REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added  
at the end of Condition 8, Transfer of Rights of Recovery Against Others to Us:

We waive any right of recovery we may have against a person or organization because of  
payments we make for injury or damage arising out of:

- a. your ongoing operations; or
- b. "your work" pursuant to a written contract between you and that person or  
organization and included in the "products-completed operations hazard";

but only if:

- c. you and that person or organization have agreed, in a written contract or agreement,  
that you waive such rights against that person or organization; and
- d. the injury or damage occurs only after you and that person or organization have  
signed the written contract or agreement described in c.

This endorsement does not change any other provision of the policy.

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Policy Number PAC1808609-01



301 E Fourth Blvd  
Chelmsford, OH 46202  
513.366.5800

CG 85 34  
(Ed. 08 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA AUTOMATIC ADDITIONAL INSURED CONTRACTORS --  
PRODUCTS/COMPLETED OPERATIONS ONLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II -- WHO IS AN INSURED is amended to include as an Additional Insured any person or organization for whom you performed operations, but only when you and that person or organization expressly agreed in writing, in a written contract or agreement made before the "bodily injury" or "property damage" occurs, that such person or organization would be added as an Additional Insured under this policy, specifically for liability within the "products-completed operations hazard." Our coverage for such an Additional Insured is subject to the terms, conditions, exclusions, and limitations of this insurance, as modified by this endorsement.

However:

1. If an Additional Insured shown in the Schedule is a builder, general contractor or contractor not affiliated with the builder; and
2. You have entered into a residential construction contract subject to the requirements of California Civil Code Section 2782(e) with such builder or contractor;

then, subject to the remainder of this endorsement, such builder or contractor is an Additional Insured under this endorsement only to the extent of the liability for "bodily injury" or "property damage" that you have assumed in the residential construction contract with that party.

- B. A person or organization described in Section A. of this endorsement is an Additional Insured only during the period of time for which such Additional Insured status is required by the written contract or agreement between you and that person or organization, but in no event after the end of the policy period of this policy.

A person or organization described in Section A. of this endorsement is an Additional Insured only as respects "bodily injury" or "property damage" that:

- a. is within the "products-completed operations hazard"; and
- b. occurs after the making of the written contract or agreement described in Section A. of this endorsement.

Under this endorsement, no person or organization is an Additional Insured as respects:

- i. any "bodily injury" or "property damage" that is not within the "products-completed operations hazard";
- ii. any "personal and advertising injury"; or
- iii. Coverage B -- Personal and Advertising Injury Liability.

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Policy Number PAC1808609-01

C. As respects our coverage of an Additional Insured described in Section A. of this endorsement, the following provision is added at the end of Coverage A - Bodily Injury and Property Damage Liability, 1, Insuring Agreement, paragraph b.:

and

(4) the "bodily injury" or "property damage" is included in the products-completed operations hazard" and caused, in whole or in part, by "your work" that is:

(a) the subject of a written contract or agreement between you and that Additional Insured, made before the "bodily injury" or "property damage" occurred; and

(b) performed for that Additional Insured.

D. We have no duty to defend or indemnify such an Additional Insured against a claim or "suit" unless and until that Additional Insured provides us with written notice of that claim or "suit," of the kind described in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit, paragraph b. Notice of a claim or "suit" provided to us by or on behalf of the Named Insured, or by or on behalf of any other Insured, person, or organization, is not notice by the Additional Insured.

E. Coverage we provide for an Additional Insured will not, under any circumstances, be broader in any respect than either:

1. the coverage we provide for you under this policy; or

2. the coverage required to be provided for that Additional Insured by the written contract or agreement described in Section A. of this endorsement.

F. Under no circumstances will we pay more than the applicable Limit of Insurance. Neither this endorsement, nor any contract or agreement described in Section A. of this endorsement, nor our agreement to defend or indemnify an Additional Insured, can increase, enlarge, or reinstate any Limit of Insurance described in this policy. Any sum we pay for damages will be paid from, and will not be in addition to, the applicable Limit of Insurance.

Under no circumstances will we pay for or on behalf of an Additional Insured any amount of insurance that exceeds the lesser of:

1. the applicable Limit of Insurance that would be available to you under this policy; or

2. the amount of insurance you promised to provide in the written contract or agreement described in Section A. of this endorsement.

G. As respects an Additional Insured described in Section A. of this endorsement, and in addition to the exclusions stated in Coverage A - Bodily Injury and Property Damage Liability, 2. Exclusions, insurance under Coverage A - Bodily Injury and Property Damage Liability also does not apply to any of the following:

1. "Bodily injury" or "property damage," to the extent caused by any act or omission of the Additional Insured or any of the Additional Insured's "employees";

2. "Bodily Injury" or "property damage" that occurs before you commence operations at the location where such "bodily injury" or "property damage" occurs;

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- 3. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including, but not limited to:
  - (a) preparing or approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
  - (b) supervisory, inspection, architectural, or engineering activities.

II. As respects an Additional Insured described in Section A. of this endorsement, Coverage A - Bodily Injury and Property Damage Liability, 2. Exclusions, 1. Damage to Your Work, is deleted and replaced by the following:

1. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

I. Subject to Section D. of this endorsement, an Additional Insured described in Section A. of this endorsement must comply with all applicable provisions of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS to the same extent as any Insured other than you. This includes, but is not limited to, compliance with Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit.

J. In SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added at the end of 4. Other Insurance, a. Primary Insurance:

With respect to other insurance under which an Additional Insured is designated as a Named Insured, our insurance will be primary only if you and the Additional Insured have expressly agreed in writing, in a contract or agreement made before the "bodily injury" or "property damage" occurred, that our insurance is primary or primary and non-contributory. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in provision 4.c. Method of Sharing.

K. In SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added at the end of 4. Other Insurance, b. Excess Insurance, subparagraph (1):

With respect to other insurance under which an Additional Insured is designated as a Named Insured, when the written agreement between you and the Additional Insured does not expressly require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.

Regardless of the written agreement between you and the Additional Insured, this insurance is excess over any other insurance, whether primary, excess, contingent, or on any other basis, for which the Additional Insured has been added as an Additional Insured by attachment of an endorsement or otherwise.

L. An Additional Insured described in Section A. of this endorsement must promptly request defense and indemnity of the claim or "suit" under each policy issued by any other insurer, under which the Additional Insured may be insured in any capacity. The Additional Insured must assist us in enforcing its rights to defense and indemnity under any such other insurance. However, the previous

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**#7.**

Policy Number PAC1808609-01

two sentences do not apply to other insurance under which the Additional Insured is a Named Insured, if the written contract or agreement described in Section A. of this endorsement expressly provides that our policy is to be primary and non-contributory.

This endorsement does not change any other provision of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Moulton Niguel Water District - PO Box 30203, Laguna Niguel, CA 92607 Landscape, gardening and maintenance

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective	4/1/2013	Policy No.	SWC1021215	Endorsement No.	WC 04 03 06
Insured	Sunset Landscape Maintenance, Inc			Premium \$	
Insurance Company	Security National Insurance Company	Countersigned by	_____		

CAP180861001



301 E Fourth Street  
Cincinnati, OH 45202  
513.369.5000

CA 85 07  
(Ed. 01 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON(S) OR ORGANIZATION(S)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Schedule

Name of Person(s) or Organization(s):

Moulton Niguel Water District, all other public agencies from whom permits will be obtained, the Moulton Niguel Water District's Representative, owners of record of all property on which entry will be made, and each of the foregoing party's directors, officers, agent's employees and consultants

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

Who Is an Insured (Section II – Liability Coverage, paragraph A.1.) is amended to include as an insured any person or organization shown in the Schedule with respect to the operation, maintenance, or use of a covered "auto" whom you are required to add as an additional insured on this Policy under:

1. a written contract or agreement, or;
2. an oral contract or agreement where a certificate of insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract must be:

1. currently in effect or becoming effective during the term of this Policy; and
2. executed prior to the date of "loss."

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

- 1. **Bankruptcy**  
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
- 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
  - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received, and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis.

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.



# Moulton Niguel Water District



## STAFF REPORT

**TO: Board of Directors** **MEETING DATE: May 12, 2014**

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

**SUBJECT: Quarterly Capital Improvement Program Report**

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### 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 January, February, and March 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 (see Table 1). 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 third quarter of the fiscal year, about 29% 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).

## #8.

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

- One project was completed
  - 2011.109 PLC Panel Replacement at Rancho PS
- 13 projects are under construction
  - Invitation to bid was issued for project 2013.001 East Aliso Creek Reservoir Recoating and Improvements
- Design work continued on 30 additional existing projects
- An RFP was issued for the On-Call Engineering Services and three firms were selected at the April 2013 Board meeting. Once the agreements are in place, staff will develop a reporting table and present the status of the task orders issued under this service to the Board in this quarterly update.
- 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

<b>Table 1 Adopted Budget by Fund Fiscal Year: July '13 to June '14</b>		
<b>Item/Fund</b>	<b>Fiscal Year Adopted Budget</b>	<b>Fiscal Year Expenditures Through Second Quarter</b>
Replacement and Refurbishment Project - Fund 07	\$10,041,740	\$765,957
SOCWA & JRWSS - Fund 07	\$7,306,852	\$1,825,621
Water Supply Reliability Projects - Fund 12	\$5,624,123	\$4,219,160
Planning and Construction - Fund 14	\$881,578	\$225,418
Total	\$23,854,292	\$7,036,156

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 2013 TO JUNE 2014**

PROJECT NUMBER	PRJT MGR	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	EXPENDED		FY 2013-2014 ADOPTED BUDGET	FY2013-2014 EXPENDED TO DATE	ESTIMATED COMPLETION DATE
						FROM INCEPTION TO DATE				
<b>COMPLETED PROJECTS</b>										
2009107	SLM	7	CROWN VALLEY WIDENING RELOCATION	2009	\$210,000	\$178,146		\$149,600	\$0	Completed
2010021	LAB	7	MOULTON PEAK IRRIGATION PUMP REPLACEMENT	2010	\$20,000	\$12,307		\$8,193	\$0	Canceled
2011109	GM	7	PLC PANEL REPLACEMENT-RANCHO PS - see 2011016	2011	\$23,000	\$20,025		\$23,000	\$20,025	Completed
2012018	GM	7	MOULTON LS ROOF REPLACEMENT	2012	\$20,000	\$11,120		\$20,000	\$11,120	Completed
2012019	LAB	7	NORTH ALISO LS ROOF REPLACEMENT	2012	\$20,000	\$0		\$20,000	\$0	Completed
2012025	LAB	7	UPPER SALADA LS ROOF REPLACEMENT	2012	\$20,000	\$0		\$20,000	\$0	Canceled
2013009	JRM	7	UPPER SALAD LS VALVE REPLACEMENT	2013	\$240,000	\$29,298		\$0	\$29,298	Completed
<i>Subtotal</i>					\$553,000	\$250,897		\$240,793	\$60,444	
<b>PROJECTS UNDER CONSTRUCTION</b>										
2006071	MTC	12	BAKER PIPELINE REGIONAL TREATMENT	2006	\$35,450,000	\$7,462,972		\$5,000,000	\$4,219,160	12/31/15
2010003	JRM	14	KITE HILL P.R. RELOCATION	2010	\$400,000	\$252,569		\$354,368	\$204,294	6/30/14
2010033	MG	7	NEW DISTRICT ENTERPRISE SOFTWARE	2010	\$3,375,000	\$2,058,132		\$2,263,283	\$344,784	6/30/14
2011016	GM	7	PLC PANEL REPLACEMENT	2011	\$532,000	\$216,154		\$346,193	\$56,168	6/30/14
2011024	MG	7	BOARDROOM ENHANCEMENTS	2011	\$389,000	\$110,931		\$282,579	\$0	6/30/14
2011031	EP	7	EL NIGUEL RW LINE REHABILITATION	2011	\$498,000	\$27,716		\$382,178	\$6,305	6/30/14
2011038	EP	14	E ALISO CRK RES RECIRCULATION SYST	2011	\$141,000	\$89,019		\$72,210	\$137	6/30/14
2012004	BAB	7	MH REHABILITATION PROGRAM - FY12-13 Stonehill	2012	\$190,925	\$39,818		\$185,871	\$0	12/31/13
2012021	LAB	7	REGIONAL LIFT STATION PUMPS 4&5 REPLACEMENT	2012	\$320,000	\$38,271		\$320,000	\$38,271	6/30/14
2013001	JRM	7	EAST ALISO CREEK RES RECOAT & IMPROV	2013	\$1,500,000	\$9,050		\$50,000	\$9,050	6/30/15
2013003	JRM	7	SOUTH RIDGE RW RES RECOAT & IMPROV	2013	\$600,000	\$11,927		\$600,000	\$11,927	6/30/14
2013007	JRM	7	3A ETM REPLACEMENT - COUNTY OF ORANGE PHASE VII	2013	\$450,000	\$22,600		\$450,000	\$22,600	6/30/15
2013011	JRM	7	WOOD CANYON RESERVOIR RECOAT	2013	\$715,000	\$0		\$0	\$0	6/30/14
<i>Subtotal</i>					\$44,560,925	\$10,339,158		\$10,306,682	\$4,912,696	
<b>PROJECTS IN PROGRESS/UNDER DESIGN</b>										
2006038	BLD	7	REPLACE DIGITAL LINES W/WIRELESS N	2006	\$2,315,267	\$1,500,781		\$100,000	\$25,538	12/31/15
2006099	MTC	12	ETWD/MNWD INTERTIE W/30 DIEMER PI	2006	\$456,000	\$1,956		\$454,123	\$0	6/30/14
2007030	RH	7	RANCHO RESERVOIR IRRIGATION SYSTEM	2007	\$150,000	\$27,614		\$123,509	\$0	6/30/14
2008049	MTC	12	SOUTH ORANGE COASTAL OCEAN DESAL	2008	\$700,000	\$690,640		\$20,000	\$0	12/31/15
2009115	JRM	7	SAN JUAN CREEK 30 EFFLUENT TM	2009	\$2,900,000	\$195,981		\$79,072	\$44,614	6/30/15
2009167	MM	7	GEODATABASE REDEVELOPMENT	2009	\$150,000	\$81,662		\$109,000	\$38,925	6/30/14
2010013	JRM	12	LA PAZ BRIDGE CROSSING RW PIPELINE	2010	\$370,000	\$56,736		\$0	\$0	6/30/14
2010017	JRM	7	OPERATIONS FACILITY DRAINAGE IMPRO	2010	\$1,301,236	\$105,526		\$0	\$0	6/30/14
2010018	EP	7	MATHIS-OSO BY-PASS	2010	\$200,000	\$28,740		\$181,818	\$2,162	6/30/14

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**MOULTON NIGUEL WATER DISTRICT**  
**QUARTERLY PROJECT STATUS - THIRD QUARTER - JANUARY THROUGH MARCH**  
**FISCAL YEAR: JULY 2013 TO JUNE 2014**

PROJECT NUMBER	PRJT MGR	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	EXPENDED		FY 2013-2014 ADOPTED BUDGET	FY2013-2014 EXPENDED TO DATE	ESTIMATED COMPLETION DATE
						FROM INCEPTION TO DATE				
2011010	EP	7	HILLARY PRS REPLACEMENT	2011	\$350,000	\$22,946		\$335,388	\$662	6/30/14
2011011	EP	7	INSPECT 54 CIP LINE ANTONIA-BRIDL	2011	\$258,674	\$248,788		\$20,000	\$0	6/30/14
2011012	EP	7	LARGO PRS REPLACEMENT	2011	\$350,000	\$22,946		\$335,388	\$662	6/30/14
2011014	EP	7	SEISMIC & STRUCTURAL ASSESS STEEL	2011	\$217,192	\$180,879		\$83,082	\$41,086	6/30/14
2011015	EP	7	WILKES PRS REPLACEMENT	2011	\$350,000	\$22,946		\$335,388	\$662	6/30/14
2011026	LAB	7	RANCHO UNDERGROUND PWPS REFURBISHM	2011	\$250,000	\$4,815		\$0	\$0	6/30/14
2011056	EP	12	RW SYSTEM EXT (1500LF @4 LOCATIONS	2011	\$500,000	\$9,946		\$0	\$0	12/31/14
2012005	EP	7	PLANT 3A EFFLUENT TM ANALYSIS/REHAB	2012	\$150,000	\$123,136		\$62,433	\$0	6/30/14
2012007	LAB	7	LOWER SALADA LS VENTILATION UNIT REPLACEMENT	2012	\$110,000	\$3,249		\$106,883	\$0	6/30/14
2012008	LAB	7	REGIONAL LS VENTILATION UNIT REPLACEMENT	2012	\$110,000	\$3,249		\$106,883	\$0	6/30/14
2012009	LAB	7	BEACON HILL PS PUMP/GENERATOR REPLACEMENT	2012	\$575,000	\$31,940		\$75,000	\$31,940	6/30/14
2012024	LAB	7	UPPER SALADA LF AUX. GENERATOR REPLACEMENT	2012	\$375,000	\$26,102		\$375,000	\$26,102	6/30/14
2012028	GM	14	GENERATOR AT BEAR BRAND RESERVOIR	2012	\$40,000	\$1,810		\$40,000	\$1,810	6/30/14
2012029	GM	14	GENERATOR AT BRIDLEWOOD TAKEOUT	2012	\$40,000	\$1,810		\$40,000	\$1,810	6/30/14
2012030	GM	14	GENERATOR AT MARGUERITE RESERVOIR	2012	\$40,000	\$1,810		\$40,000	\$1,810	6/30/14
2012031	GM	14	GENERATOR AT MATHIS RES PS	2012	\$40,000	\$1,810		\$40,000	\$1,810	6/30/14
2012033	GM	14	GENERATOR AT SEVILLE RESERVOIR	2012	\$40,000	\$1,810		\$40,000	\$1,810	6/30/14
2012034	EP	14	LA PAZ/MOLTON PW SYSTEM RECONFIGURATION	2012	\$500,000	\$15,811		\$75,000	\$10,146	6/30/14
2012035	GM	14	MAIN OFFICE BACKUP GENERATOR	2012	\$170,000	\$1,024		\$60,000	\$1,024	6/30/14
2012036	PL	14	PLANT 2A BACKUP GENERATOR	2012	\$200,000	\$769		\$20,000	\$769	6/30/14
2012037	JRM	7	OSO PKWY 12"RW MAIN RELOCT	2012	\$192,000	\$0		\$192,000	\$0	6/30/14
2012038	MTC	12	UPPER CHIQUITA ENVIRONMENTAL MITIGATION	2012	\$250,000	\$0		\$50,000	\$0	6/30/17
2013005	EP	7	LOWER SALADA LS FORCE MAIN REPLACEMENT	2013	\$1,100,000	\$290		\$100,000	\$290	6/30/15
2013004	EP	7	REGIONAL LS FORCE MAIN REPLACEMENT	2013	\$1,100,000	\$290		\$100,000	\$290	6/30/15
2013010	EP	7	GALLUP SEWER REPLACEMENT	2013	\$19,000	\$3,475		\$0	\$3,475	6/30/14
<b>Subtotal</b>						\$15,869,369	\$3,421,286	\$3,699,967	\$237,395	

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**FISCAL YEAR: JULY 2013 TO JUNE 2014**

PROJECT NUMBER	PRJT MGR	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	EXPENDED		ESTIMATED COMPLETION DATE
						FROM INCEPTION TO DATE	FY 2013-2014 ADOPTED BUDGET	
<b>FUTURE PROJECTS</b>								
								<b>Project Priority</b>
2013006		7	FY 2013-14 MH REHABILITATION	2013	\$350,000	\$0	\$350,000	\$0 84%
2013002	JRM	7	MATHIS RW RES RECOAT & IMPROVE	2013	\$800,000	\$0	\$800,000	\$0 80%
		14	CLOR-TEC BUILDING DESIGN PLAN		\$100,000			80%
2012011	EP	7	EASEMENT REHABILITATION PROGRAM - Phase 1	2012	\$7,850,000	\$0	\$190,000	\$0 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	\$0	\$70,000	\$0 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	\$0	\$50,000	\$0 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			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	\$0	\$40,000	\$0 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	\$0	\$0	\$0 56%
		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%

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						FROM INCEPTION TO DATE	FY 2013-2014 ADOPTED BUDGET		FY2013-2014 EXPENDED TO DATE
		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	\$0	\$40,000	\$0	52%
2013008		12	FY 2013-14 RW RETROFITS	2013	\$100,000	\$0	\$100,000	\$0	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	\$0	\$60,000	\$0	48%
2011045	JRM	14	N ALISO LS BY-PASS & SITE IMPROVEM	2011	\$200,000	\$9,990	\$0	\$0	48%
2011077	JRM	14	MOULTON PEAK RADIO TOWER IMPROVEME	2011	\$115,000				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%
<b>Subtotal</b>					\$46,237,000	\$9,990	\$1,700,000	\$0	
<b>SOCWA &amp; JRWSS PROJECTS</b>								<b>REMAINING BALANCE</b>	
JRWSS14		7	SCWD/JRWSS CAPITAL PROJECT	2013	\$12,606,901	n/a	\$2,605,331	\$143,882	\$2,461,449
SOCWA112		7	2013/2014 SOCWA CAPITAL PC 2(R)	2013	\$9,952,725	n/a	\$171,131	\$252,418	-\$81,287
SOCWA113		7	2013/2014 SOCWA PC 5	2013	\$96,614	n/a	\$280,313		\$280,313
SOCWA114		7	2013/2014 SOCWA PC 3A(R)	2013	\$13,777,784	n/a	\$11,633	\$187,917	-\$176,284
SOCWA115		7	2013/2014 SOCWA CAPITAL PC 15(R)	2013	\$6,878,955	n/a	\$819,000	\$938,864	-\$119,864
SOCWA116		7	2013/2014 SOCWA CAPITAL PC 17(R)	2013	\$25,841,606	n/a	\$2,826,556	\$302,540	\$2,524,016
SOCWA117		7	2013/2014 SOCWA PC 21	2013	\$723,909	n/a	\$560,000		\$560,000
SOCWA118		7	2013/2014 SOCWA PC 24	2013	\$69,903	n/a	\$32,888		\$32,888
<b>Subtotal</b>					\$69,948,397		\$7,306,852	\$1,825,621	\$4,888,343

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**FISCAL YEAR: JULY 2013 TO JUNE 2014**

PROJECT NUMBER	PRJT MGR	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	EXPENDED		ESTIMATED COMPLETION DATE		
						FROM INCEPTION TO DATE	FY 2013-2014 ADOPTED BUDGET		FY2013-2014 EXPENDED TO DATE	
<b>PLACEHOLDER PROGRAMS</b>						<b>COMMITTED</b>		<b>REMAINING BALANCE</b>		
	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	N/A	\$500,000	
	14		AMP BOOSTER PS	2013	\$2,000,000			N/A	N/A	
	7		RESERVOIR RECOATING PROGRAM	2013	\$4,000,000			N/A	N/A	
	12		RECYCLED WATER RETROFITS PROGRAM	2013	\$450,000			N/A	N/A	
	7		RESERVOIR RECOATING PROGRAM - RW	2013	\$3,312,000			N/A	N/A	
	7		MH REHABILITATION PROGRAM	2013	\$3,150,000			N/A	N/A	
	7		SEWER LINING PROGRAM	2013	\$2,100,000			N/A	N/A	
	7		PW PROJECTS PER ASSET MANAGEMENT MODEL	2013	\$11,996,000			N/A	N/A	
	7		RW PROJECT PER ASSET MANAGEMENT MODEL	2013	\$7,536,000			N/A	N/A	
	7		WW PROJECT PER ASSET MANAGEMENT MODEL	2013	\$5,962,000			N/A	N/A	
<b>Subtotal</b>					\$66,856,000		\$600,000		\$0	\$600,000
<b>TOTAL</b>					\$244,024,691	\$14,021,331	\$23,854,294	\$7,036,156		

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# Moulton Niguel Water District

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** May 12, 2014  
**FROM:** Matt Collings, Assistant General Manager  
**SUBJECT:** 2014 Consumer Confidence Report

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### **SUMMARY:**

Issue: The Health & Safety Code §116470 requires water providers to make available Consumer Confidence Reports, also known as Annual Water Quality Reports, to their customers by July 1.

Recommendation: This is an informational item only.

Fiscal Impact: None

### **BACKGROUND:**

The preparation of Consumer Confidence Reports (CCRs) is required by Health & Safety Code §116470. The Consumer Confidence Rule requires public water suppliers to provide CCRs to their customers. These reports are also known as Annual Water Quality Reports.

The guiding principle behind the CCR is that all people have the right to know what is in their drinking water and where it comes from. The CCR provides an opportunity for the District to educate our customers about the sources and quality of their drinking water. The reports will not only help consumers to make informed choices that affect the health of themselves and their families, they will encourage consumers to consider the challenges of delivering safe drinking water. Educated consumers

## **#9.**

are more likely to help protect drinking water sources and to be more understanding of the need to upgrade the treatment facilities that makes their drinking water safe.

In 1996, the U.S. Congress and the President amended the Safe Drinking Water Act. They added a provision requiring that all community water systems deliver to their customers an annual water quality report. The law specifies certain content for the reports, and requires water systems to distribute these reports to all of their customers. The report includes basic information on the sources of water, the levels of any contaminants detected in the water, and compliance with other drinking water rules, as well as some brief educational material.

The reports are based on the previous calendar year data, and must be provided to our customers no later than July 1. Moulton Niguel Water District distributes our CCRs to our customers each June.

June 2014

## Letter from the General Manager

Moulton Niguel Water District (MNWD) is pleased to report that once again, through safe and effective treatment, the drinking water provided by the District meets or exceeds the standards required by state and federal regulatory agencies. MNWD is committed to providing our customers with high quality water and excellent customer service, while offering you with one of the lowest rates in South Orange County.

The United States Environmental Protection Agency (EPA) and the California Department of Public Health (CDPH) are the agencies responsible for establishing drinking water quality standards. In order to ensure that tap water is safe to drink, the EPA and CDPH prescribe regulations that limit the amount of certain contaminants in water provided by public water systems.

The following information is a review of water quality for calendar year 2013. Included are details about where your water comes from, what it contains, and how it compares to State standards. We are committed to providing you with factual information because informed customers are our best customers.

This year has been challenging with unprecedented drought conditions. Calendar year 2013, was the driest year on record. On January 17, 2014, Governor Brown declared a drought asking all Californians to reduce water use by 20 percent. The MNWD Board of Directors adopted a resolution encouraging all of our customers to reduce their water usage by 20 percent to help the State get through this dry period, extend available water reserves, and help reduce the severity of potential water shortages in the future. MNWD is 100% reliant on imported water, so it's even more important for our customers to use water wisely.

If you have any questions, please contact our Outreach Department at (949) 448-4013, or email us at [outreach@mnwd.com](mailto:outreach@mnwd.com).

Sincerely,

MOULTON NIGUEL WATER DISTRICT



Joone Lopez  
General Manager

###

## Sources of Water Supply

Your drinking water is surface water imported by Metropolitan Water District of Southern California (MET). MET's imported water sources are the Colorado River and the State Water Project, which draws water from the Sacramento San Joaquin River Delta. MET provides drinking water to nearly 19 million people in parts of Los Angeles, Orange, San Diego, Riverside, San Bernardino and Ventura counties, and delivers an average of 1.7 billion gallons of water per day to a 5,200-square-mile service area. Your water is treated at the Diemer Filtration Plant in Yorba Linda by MET and delivered to the MNWD distribution system. MNWD's pipelines and reservoirs are utilized to deliver water to you when and where it is needed.

MET tests for unregulated chemicals in our water supply. Unregulated chemical monitoring helps the EPA and the CDPH determine where certain chemicals occur and whether new standards need to be established for those chemicals to protect public health.

Through drinking water quality testing programs carried out by MET for treated surface water and the MNWD for the distribution system, your drinking water is continuously monitored from source to tap for regulated and unregulated constituents. The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old.

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## Basic Information About Drinking Water Contaminants

The sources of drinking water (both tap and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of land or through the ground, it can dissolve naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presences of animal or from human activity. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline at (800) 426-4791.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.

- Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application and septic systems.
- Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

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## Drinking Water Fluoridation

Fluoride has been added to U.S. drinking water supplies since 1945. Of the 50 largest cities in the U.S., 43 fluoridate their drinking water. In December 2007, MET joined a majority of the nation's public water suppliers in adding fluoride to drinking water in order to prevent tooth decay. In line with recommendations from the CDPH, as well as the U.S. Centers for Disease Control and Prevention, MET adjusted the natural fluoride level in imported treated water from the Colorado River and the State Water Project to the optimal range for dental health of 0.7 to 1.3 parts per million. Fluoride levels in drinking water are limited under California State regulations at a maximum dosage of two (2) parts per million.

For additional information about fluoridation of drinking water, please contact the following agencies.

United States Centers for Disease Control and Prevention  
1-800-232-4636  
[www.cdc.gov/fluoridation/](http://www.cdc.gov/fluoridation/)

California Department of Public Health  
(916) 449-5600

[www.cdph.ca.gov/certlic/drinkingwater/Pages/Fluoridation.aspx](http://www.cdph.ca.gov/certlic/drinkingwater/Pages/Fluoridation.aspx)

American Water Works Association  
(800) 926-7337  
[www.awwa.org](http://www.awwa.org)

For more information about MET's fluoridation program, please contact Edgar G. Dymally at (213) 217-5709 or at [edymally@mwdh2o.com](mailto:edymally@mwdh2o.com).

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### Cryptosporidium

*Cryptosporidium* is a microbial pathogen found in surface water throughout the United States. Although filtration removes *Cryptosporidium*, the most commonly-used filtration cannot guarantee 100% removal. Symptoms of infection include nausea, diarrhea, fever, and abdominal cramps. MET tested their source water and treated surface water for *Cryptosporidium* in 2013 but did not detect it. If it ever is detected, *Cryptosporidium* is eliminated by an effective treatment combination including sedimentation, filtration and disinfection.

The EPA and the Federal Centers for Disease Control guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants, are available from EPA's Safe Drinking Water Hotline at (800) 426-4791.

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## Information You Should Know About the Quality of Your Drinking Water

### Immuno-Compromised People

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons, such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers.

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## About Lead in Tap Water

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. MNWD is responsible for providing high quality drinking water, but cannot control the variety of materials used in household plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to two (2) minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at (800) 426-4791, or <http://www.epa.gov/safewater/lead>.

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## Disinfectants and Disinfection By-Products

### Chloramines

Disinfection of drinking water was one of the major public health advances in the 20th century. Disinfection is a major factor in reducing waterborne disease epidemics caused by pathogenic bacteria and viruses, and it remains an essential part of drinking water treatment today.

Chlorine disinfection has almost completely eliminated the risks of microbial waterborne diseases. Sufficient chlorine is added to your drinking water at the source of supply so that it does not completely dissipate through the distribution system pipelines. This “residual” chlorine helps to prevent the growth of bacteria in the pipelines that carry drinking water from the source into your home.

However, chlorine can react with naturally-occurring materials in the water to form unintended chemical by-products that may pose health risks, called disinfection by-products (DBPs). Trihalomethanes (THMs) and Haloacetic Acids (HAAs) are the most common and most studied DBPs found in drinking water treated with chlorine.

All of MNWD’s drinking water is disinfected with chloramines, a combination of chlorine and ammonia. In addition, MNWD maintains its stored water through the addition of chloramines, as needed. Chloramines are effective killers of bacteria and other microorganisms that may cause disease. Compared to chlorine alone, chloramines last longer in the distribution system, form lower levels of THMs and HAAs, and have no odor when used properly.

A major challenge is how to balance the risks from microbial pathogens and DBPs. The Safe Drinking Water Act requires the USEPA to develop rules to achieve these goals. In 1979, the EPA set the maximum amount of total THMs allowed in drinking water at 100 parts per billion as an annual running average. Effective in January 2002, the Stage 1 Disinfectants/Disinfection By-Products Rule lowered the total THM maximum amount to 80 parts per billion. It also added HAAs to the list of regulated chemicals in drinking water. Your drinking water complies with the Stage 1 Disinfectants/ Disinfection By-Products Rule.

In 2006, the EPA finalized Stage 2 of the regulation, which further controls allowable levels of DBPs in drinking water without compromising the disinfection process. A required distribution system evaluation was completed in 2008 and a Stage 2 monitoring plan has been approved by CDPH. Full Stage 2 compliance began in 2013.

People who use kidney dialysis machines may want to take special precautions and consult their health care providers for the appropriate type of water treatment. Customers who maintain fish ponds, tanks or aquariums should also make necessary adjustments in water quality treatment, as these disinfectants are toxic to fish. For further information or if you have any questions about chloramines, please call MNWD at (949) 448-4013.

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**Water Hardness**

Levels of calcium and magnesium, which occur naturally in water, are the primary substances that determine whether water is hard or soft. Water from the Colorado River, MNWD’s primary source of water, contains fairly high levels of these minerals and is considered "hard." Water hardness does not affect health. However, hard water does require more soap than soft water and will, over time, leave mineral deposits on plumbing fixtures. In 2013, the hardness found in your water averaged 250 parts per million or 14.6 grains per gallon.

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**Source Water Assessments**

**Imported (MET) Water Assessment**

Every five years, MET is required by the CDPH to examine possible sources of drinking water contamination in its State Water Project and Colorado River source waters.

In 2012, MET submitted to CDPH its updates Watershed Sanitary Surveys for the Colorado River and State Water Project, which include suggestions for how to better protect these source waters. Both source waters are exposed to stormwater runoff, recreational activities, wastewater discharges, wildlife, fires, and other watershed-related factors that could affect water quality.

Water from the Colorado River is considered to be most vulnerable to contamination from recreation, urban/stormwater runoff, increasing urbanization in the watershed, and wastewater. Water supplies from Northern California’s State Water Project are most vulnerable to contamination from urban/stormwater runoff, wildlife, agriculture, recreation, and wastewater. The EPA also requires MET to complete one Source Water Assessment (SWA) that utilizes information collected in the watershed sanitary surveys. MET completed its SWA in December 2002. The SWA is used to evaluate the vulnerability of water sources to contamination and helps determine whether more protective measures are needed.

A copy of the most recent summary of either Watershed Sanitary Survey or the SWA can be obtained by calling MET at (213) 217-6850.



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**Moulton Niguel Water District Distribution System Water Quality 2013**

Disinfection By-Products	MCL (MRDL/MRDLG)	Average Amount	Range of Detections	MCL Violation?	Typical Source Of Contaminant
Total Trihalomethanes (ppb) (a)	80	66.0	43.0 – 75.9	No	By-products of chlorine disinfection
Haloacetic Acids (ppb) (b)	60	27.0	11.8 – 35.7	No	By-products of chlorine disinfection
Chlorine Residual (ppm)	(4 / 4)	2.04	06 – 3.0	No	Disinfectant added for treatment
<b>Aesthetic Quality</b>					
Color (color units)	15*	<5	ND – <5	No	Erosion of natural deposits
Odor (TON)	3*	0.8	0.5 – 2.0	No	Erosion of natural deposits
Turbidity (NTU) (c)	5*	0.28	0.11 – 1.9	No	Erosion of natural deposits

Eight (8) locations in the distribution system are tested quarterly for total trihalomethanes and haloacetic acids; 52 samples are tested monthly for color, odor and turbidity. \*Contaminant is regulated by a secondary standard to maintain aesthetic qualities (taste, odor, color).

Bacterial Quality	MCL	MCLG	Highest Monthly % Percent Positives	MCL Violation?	Typical Source Of Contaminant
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Total Coliform Bacteria (d)	5%	0	0.79%	No	Naturally present in the environment
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No more than 5% of the monthly samples may be positive for total coliform bacteria. The occurrence of two (2) consecutive total coliform positive samples, one of which contains fecal coliform/E. coli, constitutes an acute MCL violation.

**Lead and Copper Action Levels and Residential Taps**

	Action Level (AL)	Health Goal	90th Percentile Value*	Sites Exceeding AL / # of Sites	AL Violation?	Typical Source Of Contaminant
Lead (ppb)	15	0.2	<5.0	0/51	No	Corrosion of household plumbing
Copper (ppm) (e)	1.3	0.3	0.200	0/51	No	Corrosion of household plumbing

Every three (3) years, 50 selected residences are tested for lead and copper at-the-tap. The most recent set of samples were collected in September 2012. Lead was detected in three (3) residences, which exceeded the regulatory Action Level (AL). Copper was detected in 22 residences; zero (0) exceeded the regulatory AL. A regulatory AL is the concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

\* 90<sup>th</sup> Percentile: The value in data set in which 90% of the set is less than or equal to this value. There is no MCL for lead and copper. Instead, the 90th percentile value of all samples from household taps in the distribution system cannot exceed an AL of 0.015 mg/L for lead and 1.3 mg/L for copper.

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The 1996 amendments to the Safe Drinking Water Act (SDWA) require that once every five years, the U.S. Environmental Protection Agency (EPA) issue a new list of no more than 30 unregulated contaminants to be monitored by public water systems (PWSs). The Unregulated Contaminant Monitoring Rule (UCMR) provides EPA and other interested parties with scientifically valid data on the occurrence of contaminants in drinking water. These data serve as a primary source of occurrence and exposure information that the agency uses to develop regulatory decisions.

### Unregulated Chemicals – 2013

Chemical	Average Amount	Range of Detections	Measurement
Chromium	0.25	0.24 – 0.26	Parts Per Billion (µg/L)
Molybdenum	4.4	4.1 – 4.7	Parts Per Billion (µg/L)
Strontium	864	750 - 960	Parts Per Billion (µg/L)
Vanadium	3.2	2.5 – 4.2	Parts Per Billion (µg/L)
Chromium-6 (Hexavalent Chromium)	0.075	0.041 – 0.1	Parts Per Billion (µg/L)
Chlorate	116	40 - 310	Parts Per Billion (µg/L)

For more information, please visit the EPA's website at <http://water.epa.gov/lawsregs/rulesregs/sdwa/ucmr/ucmr3/basicinformation.cfm>.

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### Alternative Resources

The Metropolitan Water District of Southern California operates the Robert B. Diemer Water Treatment Plant in Yorba Linda, which treats water delivered to our region from Northern California and the Colorado River before it is delivered to water providers including MNWD, and then to our customers. The Diemer Plant closes periodically to undergo extensive upgrades, rehabilitation and/or maintenance to the facility's treatment and disinfection systems. MNWD relies upon our investments into various water system reliability projects to continue to provide drinking water throughout our

service area during planned shutdowns or emergencies. During the year 2013, MNWD received less than one (1) percent of its drinking water from Irvine Ranch Water District (IRWD). If you would like more information regarding IRWD’s Distribution System’s Water Quality, please contact Lars D. Oldewage at (949) 453-5858.

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**Abbreviations**

AI	Aggressiveness Index
AL	Action Level
DLR	Detection Limits for Purposes of Reporting
MCL	Maximum Contaminant Level
MCLG	Maximum Contaminant Level Goal
MRDL	Maximum Residual Disinfectant Level
MRDLG	Maximum Residual Disinfectant Level Goal
N	Nitrogen
N/A	Not Applicable
ND	Not Detected
NL	Notification Level
NTU	Nephelometric Turbidity Units
pCi/L	picocuries per liter
PHG	Public Health Goal
ppb	parts per billion or micrograms per liter (µg/L)
ppm	parts per million or milligrams per liter (mg/L)
SI	Saturation Index (Langelier)
TOC	Total Organic Carbon
TON	Threshold Odor Number
TT	Treatment Technique is a required process intended to reduce the level of a contaminant in drinking water
µS/cm	microSiemen per centimeter; or micromho per centimeter (µmho/cm)

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2012 Metropolitan Water District of Southern California Treated Surface Water

Chemical	MCL	PHG (MCLG)	DLR	Average Amount
<b>Radiologicals</b>				
Gross Alpha Particle Activity (pCi/L)	15	(0)	3	3
Gross Beta Particle Activity (pCi/L) (f)	50	(0)	4	ND
Uranium (pCi/L)	20	0.43	1	2
<b>Inorganic Chemicals</b>				
Aluminum (ppb) (e)	1,000	600	50	180
Arsenic (ppb)	10	0.004	2	2.0
Fluoride Treatment-related (ppm) (g)	Control Range 0.7-1.3 ppm Optimal Level 0.8 ppm			0.8

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Fluoride Naturally-occurring (ppm) (g)	2.0	1	0.1	0.8
Nitrate (as N) (ppm) (h)	10	10	0.4	0.4
<b>Secondary Standards</b>				
Aluminum (ppb) (e)	200*	600	50	180
Chloride (ppm)	500*	N/A	N/A	86
Color (units)	15*	N/A	N/A	1
Odor Threshold (TON)	3*	N/A	1	3
Specific Conductance ( $\mu$ S/cm)	1,600*	N/A	N/A	890
Sulfate (ppm)	500*	N/A	0.5	190
Total Dissolved Solids (ppm)	1,000*	N/A	N/A	540
<b>Unregulated Chemicals</b>				
Alkalinity (ppm)	N/A	N/A	N/A	110
Boron (ppb)	NL = 1,000	N/A	100	140
Calcium (ppm)	N/A	N/A	N/A	60
Chlorate (ppb)	NL = 800	N/A	20	56

Corrosivity (as Al) (i)	N/A	N/A	N/A	12.3
Corrosivity (as Sl) (j)	N/A	N/A	N/A	0.48
Hardness (ppm)	N/A	N/A	N/A	250
Hardness, Total (grains/gallon)	N/A	N/A	N/A	14.6
Magnesium (ppm)	N/A	N/A	N/A	22
pH (pH units)	N/A	N/A	N/A	8.1
* Contaminant is regulated by a secondary standard.				
Sodium (ppm)	N/A	N/A	N/A	84
TOC (ppm)	TT	N/A	0.30	2.5
<b>Turbidity - combined filter effluent</b>	<b>Treatment Technique (TT)</b>	<b>Turbidity Measurements</b>	<b>TT Violation?</b>	<b>Typical Source of Contaminant</b>
1) Highest single turbidity measurement (TT)	0.3 NTU	0.06	No	Soil runoff
2) Percentage of samples less than 0.3 NTU	100%	100%	No	Soil runoff

Turbidity is a measure of the cloudiness of the water; monitored because it is a good indicator of water quality. High turbidity can hinder the effectiveness of disinfections. Low turbidity is a good indicator of effective filtration.

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**Footnotes**

- a. MET's reporting level is 0.5 ppb for each of the trihalomethanes (bromodichloromethane, bromoform, chloroform, and dibromochloromethane) which is lower than the state DLR of 1.0 ppb.
- b. State DLR is 1.0 ppb for each of the following: dichloroacetic acid, trichloroacetic acid, monobromoacetic acid, and dibromoacetic acid; and 2.0 ppb for monochloroacetic acid.
- c. As a Primary Standard, the turbidity level of the filtered water were less than or equal to 0.3 NTU in 95% of the online measurements taken each month and did not exceed 1 NTU for more than one hour. Turbidity, a measure of the cloudiness of the water, is an indicator of treatment performance. The turbidity levels for grab samples at these locations were in compliance with the Secondary Standard.
- d. Total coliform MCLs: No more than 5.0% of the monthly samples may be total coliform-positive. Compliance is based on the combined distribution system sampling from all the treatment plants. In 2012, 8,037 samples were analyzed and six (6) samples were positive for total coliforms. The MCL was not violated.
- e. Aluminum, copper, MTBE and thiobencarb have both primary and secondary standards.
- f. CDPH considers 50 pCi/L to be the level of concern for beta particles; the gross beta particle activity MCL is 4 millirem/year annual dose equivalent to the total body or any internal organ.
- g. MET was in compliance with all provisions of the State's Fluoridation System Requirements.
- h. State MCL is 45 mg/L as nitrate, which is the equivalent of 10 mg/L as N.
- i. AI <10.0 = Highly aggressive and very corrosive water  
AI ≥ 12.0 = Non-aggressive water  
AI (10.0 - 11.9 ) = Moderately aggressive water
- j. Positive SI index = non-corrosive; tendency to precipitate and/or deposit scale on pipes  
Negative SI index = corrosive; tendency to dissolve calcium carbonate



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## Chart Legend

### What Are Water Quality Standards?

The tables on the previous pages list all the drinking water contaminants that MNWD detected during the 2013 calendar year. The presence of these contaminants in water does not necessarily indicate that the water poses a health risk. Unless otherwise noted, the data presented, is from testing done from January 1 through December 31, 2013. The state allows the District to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old.

Your water is tested for more than 100 required constituent substances and is continually monitored to ensure that it meets all state and federal standards. Only those substances that were detected have been listed in the tables. All of the contaminants fall within the state and federal standards to ensure your water is safe to drink.

Drinking water standards established by EPA and CDPH set limits for substances that may affect consumer health or aesthetic qualities of drinking water. The tables in the report shows the following types of water quality standards:

**Disinfection By-Product:** Compounds which are formed from mixing of organic or mineral precursors in the water with chlorine or chloramines. Bromate, Total Trihalomethanes, Haloacetic Acids and NDMA are disinfection by-products.

**Maximum Contaminant Level (MCL):** The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the Public Health Goals (PHGs) or Maximum Contaminant Level Goals (MCLGs) as is economically and technologically feasible.

**Maximum Residual Disinfectant Level (MRDL):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**Secondary MCLs:** are set to protect the odor, taste, and appearance of drinking water.

**Primary Drinking Water Standard:** MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

**Regulatory Action Level (AL):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

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### What is a Water Quality Goal?

In addition to mandatory water quality standards, the EPA and the CDPH have set voluntary water quality goals for some contaminants. Water quality goals are often set at such low levels that they are not achievable in practice and are not directly measurable. Nevertheless, these goals provide useful guidelines and direction for water management practices. The tables in this report, includes three types of water quality goals:

**Maximum Contaminant Level Goal (MCLG):** The level of contaminant in drinking water below, which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency.

**Maximum Residual Disinfectant Level Goal (MRDLG):** The level of a drinking water disinfectant below, which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

**Public Health Goal (PHG):** The level of a contaminant in drinking water below, which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

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### How are Contaminants Measured?

Water is sampled and tested throughout the year. Contaminants are measured in: parts per million (ppm) or milligrams per liter (mg/L), and parts per billion (ppb) or micrograms per liter (µg/L).

Parts Per Million	Parts Per Billion
<ul style="list-style-type: none"><li>• 3 drops in 42 gallons</li></ul>	<ul style="list-style-type: none"><li>• 1 drop in 14,000 gallons</li></ul>
<ul style="list-style-type: none"><li>• 1 second in 11 1/2 days</li></ul>	<ul style="list-style-type: none"><li>• 1 second in 32 years</li></ul>
<ul style="list-style-type: none"><li>• 1 penny in \$10,000</li></ul>	<ul style="list-style-type: none"><li>• 1 penny in \$10 million</li></ul>

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### Questions?

For information about the Water Quality Report or to find out about upcoming opportunities to participate in public meetings, please contact Kelly Winsor in the Outreach Department at (949) 448-4013 or at outreach@mnwd.com. You may also contact us at 27500 La Paz Road, Laguna Niguel, California 92677.

Additional information, including copies of this report, can be found on our website at [www.MNWD.com](http://www.MNWD.com).

For more information about health effects of the listed constituents in the tables, please call the USEPA's hotline at (800) 426-4791.

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This report contains important information about your drinking water. Please speak with someone who understands this information and who can translate it for you.

**Arabic**

”هذا التقرير يحتوي على معلومات مهمّة تتعلق بمياه الشفة (أو الشرب).  
ترجم التقرير, أو تكلم مع شخص يستطيع أن يفهم التقرير.“

#### Chinese (Simplified)

此份有关你的食水报告,内有重要资料和讯息,请找  
他人為你翻译及解释清楚。

#### Chinese (Traditional)

此份有關你的食水報告,內有重要資料和訊息,請找  
他人為你翻譯及解釋清楚。

#### Farsi

این اطلاعات شامل اطلاعات مهمی را جمع به آب آشامیدنی است. اگر نمیتوانید این اطلاعات را ب زبان انگلیسی  
بخوانید لطفاً از کسی که میتواند دیگری بگیرد تا مطالب را برای شما به فارسی ترجمه کند.

#### Spanish

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.