

LICENSE FOR SEWER CONNECTION BETWEEN LICENSOR MOULTON NIGUEL WATER DISTRICT AND LICENSEE THE CITY OF SAN JUAN CAPISTRANO (North West Open Space)

THE LICENSE is made and entered into this ____ day of _____, 2014, by and between MOULTON NIGUEL WATER DISTRICT, hereinafter referred to as "MNWD", formed and existing pursuant to the California Water District Law, Division 13 of the Water Code of the State of California, and the CITY OF SAN JUAN CAPISTRANO, a municipal corporation of the State of California hereinafter referred to as "SJC". MNWD and SJC may be referred to in this License individually as "party" or together as "parties".

RECITALS

A. SJC proposes to develop, maintain and operate a public park and public recreational facilities at an 11 acre parcel, known as the North West Open Space. All of which are hereinafter referred to as "NWOS".

B. All of the NWOS is located in SJC, and not within the boundaries of MNWD.

C. SJC does not have a sewer system that can accommodate the wastewater output of the NWOS, nor could SJC accommodate any wastewater output from the NWOS without the construction of a pumping facility and force main sewer pipeline.

D. SJC desires that MNWD provide wastewater disposal facilities including treatment capacity for use by SJC for SJC's sewer service to the NWOS, in addition to a connection currently in place for sewer service from the NWOS well discharge line.

E. As an accommodation to SJC, MNWD agrees to grant SJC a license to permit SJC to dispose of wastewater generated by the use of the NWOS into the MNWD sewer system through connection to the 36- inch Oso Trabuco Trunk Sewer, a pipeline facility owned by MNWD and Santa Margarita Water District (SMWD) and operated by MNWD, with subsequent disposal to the SOCWA J. B. Latham Treatment Plant (sometimes referred to for purposes of this License as the "MNWD Sewer System"), under the terms and conditions described specifically in this License.

AGREEMENT

IN CONSIDERATION of the promises and mutual covenants contained herein, the parties agree as follows:

1. **License.** MNWD agrees SJC has the right and license to permit the NWOS to dispose of its wastewater in the MNWD Sewer System described in this

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License, subject to the limitations on such license and use set forth in this Section and in accordance with the other terms and conditions in this License. To the extent there are any existing connections to MNWD's sewer system currently used by the NWOS (or, by parcels owned by SJC and used for public park and recreation purposes adjacent and / or related to the NWOS), the terms and conditions of this License are made applicable to such existing connection and parcels.

2. **Location of Connection.** The connection between the Oso Trabuco Pipeline and the proposed 8-inch sewer lateral pipeline servicing NWOS to be owned and operated by SJC (the "SJC Sewer Pipeline") shall be at a proposed sewer manhole located in the central west edge of the NWOS. The general location of the point of this connection is depicted in Exhibit "A." The final, specific location shall be approved by the Director of Engineering and Operations of MNWD prior to any construction or installation of connection facilities; provided, SJC remains responsible for the design and planning of the connection facilities and shall indemnify MNWD therefore pursuant to Section 7 and MNWD assumes no responsibility or liability therefore by reason of its' review and or approval of such connection.

3. **Maintenance of the SJC Sewer Pipeline.** The design, planning, construction, operation and maintenance of the SJC sewer pipeline servicing the NWOS shall be the responsibility of SJC, and such activity shall not materially affect or interfere with MNWD's (and SMWD's) continued use of the Oso Trabuco Pipeline, or any other sewer facilities owned, operated or used by MNWD.

4. **Capacity and Units Served.** SJC agrees that no buildings other than the one existing historic residential structure, and two planned restrooms in the NWOS park will be served through the Oso Trabuco Pipeline connection and the MNWD Sewer System. SJC further agrees that no additional buildings or structures in the NWOS of any kind will be served by the Oso Trabuco Pipeline connection or the MNWD Sewer System pursuant to this License without the prior written permission of MNWD, and may be subject to amendment of this License, as determined by MNWD in its sole discretion. SJC acknowledges and agrees that at all times SJC wastewater flows in the MNWD Sewer System will be subservient to the requirements of MNWD.

5. **Fees.** SJC agrees that prior to, or concurrently with, the MNWD Director of Engineering and Operation's approval of the connection location referred to in Section 2 above, SJC shall pay MNWD all applicable sewer connection fees in amounts set forth by the MNWD Sewer Connection Fee Schedule current at that time. No other fee obligations will be due to MNWD related to the servicing of the property.

6. **Compliance with Rules and Regulations.** SJC, as the owner and operator of the NWOS public park and related facilities referred to in this License,

agrees to comply with and abide by, all rules and regulations of MNWD and those imposed by any governmental authority or public agency relating to the SJC Sewer Pipeline, the MNWD Sewer System, and sewer service to the NWOS. SJC further agrees that it shall meet all wastewater discharge requirements and conditions of any applicable NPDES permits and all MNWD/ SOCWA pre-treatment ordinances and permits to ensure that the NWOS's wastewater delivered to the MNWD Sewer System is free of any substance which would preclude MNWD from meeting and complying with any waste discharge requirements or any condition of any applicable NPDES permits and pre-treatment ordinances and rules. SJC agrees that for purposes of ensuring such compliance, SJC is the enforcing agency should any enforcement action be necessary as to the NWOS property, and that any sewage spills as a result of operation of the SJC Sewer Pipeline and the connection to the Oso Trabuco Pipeline shall be SJC's sole responsibility including all cleanup, reporting and other requirements that apply under all local, State and federal law, rules and regulations, permits, orders or any other regulatory requirements in effect .

7. **Indemnity.** SJC agrees to indemnify, defend and hold harmless MNWD and MNWD's directors, officers, employees and agents from any and all claims, costs, liabilities, attorneys fees or damages incurred by MNWD arising out of or resulting from, or in connection with, the provision of sewer service to the NWOS including SJC's use of the connection to the Oso Trabuco Pipeline and of the MNWD Sewer System, including but not limited to penalties or fines imposed by a regulatory agency and/or court. In the event any claim or legal action is asserted against MNWD as a result of, or any regulatory proceeding is conducted relative to, sewer service to the NWOS including SJC's use of or discharge to the connection to the Oso Trabuco Pipeline and the MNWD Sewer System, SJC agrees that it shall defend MNWD and its' directors, officers, employees and agents, and shall be responsible for payment of any fines or penalties, and for satisfaction or judgment, whether by decree, settlement of court order, including but not limited to any penalties or fines imposed by a regulatory agency, or through any regulatory proceeding, and any attorneys fees or costs.

8. **Grant Funding.** The parties acknowledge that portion of the Oso Trabuco Pipeline was funded by grants from the United States Environmental Protection Agency (EPA) and the State Water Resourced Control Board (SWRCB).. In the event the EPA of SWRCB questions, challenges, or in any other manner raises doubts as the utilization of the Oso Trabuco Pipeline by SJC, or requests refunding of any prior grant funds by reason thereof, SJC agrees that is shall disconnect the SJC Sewer Pipeline and any related facilities from the MNWD Sewer System upon written request by MNWD.

9. **Termination - Health and Safety.** In addition to the termination right set forth in Section 8, in the event MNWD determines the continued acceptance of wastewater from NWOS to the MNWD Sewer System raises health or safety concerns, MNWD shall have the right to terminate this License upon six (6) months prior written notice to SJC; provided, in the event of a health or safety emergency, or

#6.

regulatory mandate, MNWD will be required to provide only that prior notice reasonably possible under the circumstances.

10. **Attorney's Fees.** If either party hereto commences any action to enforce any provision of this License, the prevailing party shall be entitled to reasonable attorney's fees.

11. **Successor's Assignment.** This License will be binding upon and inure to the benefit of the parties' successors hereto. SJC shall not assign its rights and obligations hereunder without the prior written notice to, and the written consent of, MNWD.

12. **Waiver.** The failure of either party to insist on compliance with any of the terms, covenants, or conditions of this License by the other party shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power conferred by this License at any other time, or times, by a party be deemed a waiver or relinquishment of that right or power for all or any other times.

13. **Severability.** If any part of this License is held to be illegal or unenforceable or void for any reason by a court of competent jurisdiction, the validity of enforceability of this License as a whole shall not be affected and the remainder and all other provisions of this License shall be given affect to the maximum extent permissible by law.

14. **Entire Agreement; Recitals.** This License supersedes any and all agreements between the parties with respect to the subject matter herein, and contains the entire agreement between the parties with respect to those matters. The parties agree the above Recitals are true and correct, and the Recitals are incorporated herein and made a part of this License.

15. **Amendment.** No addition to or modification of any provision contained in this License shall be effective unless fully set forth in a writing signed by both parties.

16. **Notice.** Any notice required or permitted to be given hereunder shall be deemed to have been validly given or made only if in writing and when received by the party to whom it is directed by personal service, hand delivery, or United States Mail as follows:

If to MNWD: Mr. Marc Serna, Director of Engineering and
Operations
Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA 92677

If to SJC: Mr. Keith Van Der Maaten, P.E.,
Public Works and Utilities Director
City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675

17. **Facsimiles and Counterparts.** This License may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all the parties had executed the same instrument. Counterpart signatures may be transmitted by facsimile, email, or other electronic means and have the same force and effect as if they were original signatures.

18. **No Third Party Beneficiary.** Nothing contained in this License is intended to confer, nor shall this License be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this License.

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Either party may change its address above at any time by written notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date first written above.

MOULTON NIGUEL WATER DISTRICT

CITY OF SAN JUAN CAPISTRANO

By: _____

By: _____
Sam Allevato, Mayor

By: _____

APPROVED AS TO FORM:

Bowie, Ameson, Wiles & Giannonne

By: _____
General Counsel

By: _____
City Attorney

ATTEST:

By:

Maria Morris, City Clerk



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** January 12, 2015

FROM: Marc Serna, Director of Engineering and Operations
Rod Woods, Principal Engineer

SUBJECT: Generator Installation at Five Sites Construction Contract Award

DIVISION: District-wide

SUMMARY:

Issue: Board action is required for the Notice Inviting Sealed Proposals (Bids) for the Generator Installation at Five Sites, Project Nos. 2012.028, 2012.029, 2012.030. 2012.031 and 2012.033.

Recommendation: It is recommended that the Board of Directors award the construction services contract for Generator Installation at Five Sites, Project Nos. 2012.028, 2012.029, 2012.030. 2012.031 and 2012.033 to S.S. Mechanical Corporation, in the amount of \$258,930; authorize the General Manager to execute the contract; authorize the General Manager or designee to approve change orders up to 10% of the contract value, and approve the resolution entitled, “ Approving Revised budget and Appropriations for Funds 7 and 14 of Fiscal Year 2014-15 Capital Improvement Program Budget.”

Fiscal Impact: Project Nos. 2012.028, 2012.029, 2012.030. 2012.031, and 2012.033 are budgeted in Fund 14, Planning and Construction with a current combined project budget of \$200,000. The proposed combined project budget is \$370,265. The difference in project funding will be bridged through savings in Project No. 2013.007 in Fund 7, Replacement and Refurbishment Fund, via a fund transfer between Fund 7 and Fund 14 in the amount of \$170,265.

BACKGROUND:

Emergency back-up power is required at five (5) District facilities that are critical communication hubs. The five facilities include four reservoir sites and one flow control facility as identified below. For the four reservoir sites, backup power was designed to operate the SCADA and auxiliary facilities during power failures; backup power at the critical flow control facility was designed to operate the entire facility.

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Generator Installation at Five Sites Construction Contract Award

January 12, 2015

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- Project No. 2012.028 – Bear Brand Reservoir site in Laguna Niguel
- Project No. 2012.029 – Bridlewood Flow Control Facility in Laguna Hills
- Project No. 2012.030 – Marguerite Reservoir site in Mission Viejo
- Project No. 2012.031 – Mathis Reservoir site in Laguna Hills
- Project No. 2012.033 – Seville Reservoir site in Mission Viejo

Construction documents for the project were prepared by Psomas. This project includes installation of a propane fuel standby generator, an automatic transfer switch, a new propane storage tank, and related piping and electrical improvements required to construct operable standby generator systems at each site. The generator installation at the Mathis Reservoir site will involve relocating an existing District generator from the Pacific Park Reservoir site to the Mathis Reservoir site.

DISCUSSION:

A request for bids was issued to five qualified construction contractors. The District received three sealed bids for the subject contract on December 9, 2014. The table below summarizes the received bids:

Firm	Bid
S.S. Mechanical Corporation	\$258,930
Schuler Engineering Corporation	\$337,750
R C Foster Corporation	\$416,700
DPC Inc.	Did not submit
Pascal & Ludwig Constructors	Did not submit
Engineer's Estimate	\$220,000

Staff has determined that the lowest responsible and responsive bidder is S.S. Mechanical Corporation. Staff has completed its review of the contract documents and has determined that they are in order. S.S. Mechanical Corporation has performed quality work in the past for the District and is well-qualified to perform this type of work.

Generator Installation at Five Sites Construction Contract Award

January 12, 2015

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SUMMARY OF COMBINED PROJECT BUDGET:

	Project Budget	Proposed/ Approved Contract*	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	\$75,442	\$75,442	\$0	\$75,442
Geotechnical/Materials Testing	\$5,000	\$5,000	\$0	\$5,000
Construction	\$114,558	\$258,930	\$25,893	\$284,823
Legal, District Labor	\$5,000	\$5,000	\$0	\$5,000
Totals	\$200,000	\$344,372	\$25,893	\$370,265

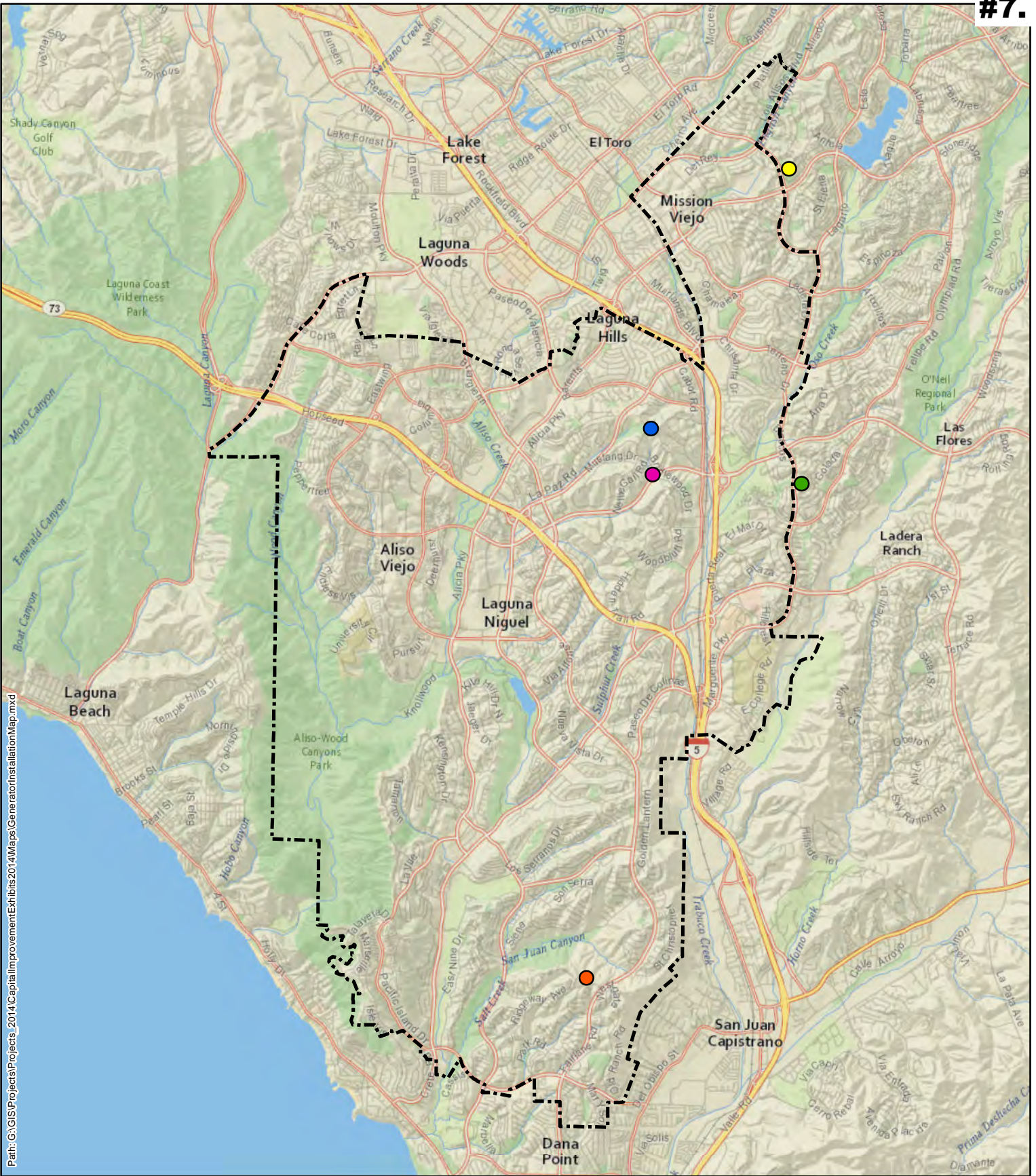
*Costs expended-to-date: \$68,185 for preparation of construction documents



Currently Proposed Amount

Attachment:

1. Exhibit A – Location Map
2. Resolution No. 15-__ “Approving Revised budget and Appropriations for Funds 7 and 14 of Fiscal Year 2014-15 Capital Improvement Program Budget”



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- BRIDLEWOOD FLOW CONTROL FACILITY
- BEAR BRAND RESERVOIR SITE
- MARGUERITE RESERVOIR SITE
- MATHIS RESERVOIR SITE
- SEVILLE RESERVOIR SITE



Exhibit "A" Location Map
Generator Installations at Five Sites
Contract Nos. 2012.028-.031 & 2012.033

Scale = 1:84,000

RESOLUTION NO. 15-__

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MOULTON NIGUEL WATER DISTRICT
APPROVING REVISED BUDGET AND APPROPRIATIONS FOR FUNDS 7 AND 14 OF
FISCAL YEAR 2014-15 CAPITAL IMPROVEMENT PROGRAM BUDGET**

WHEREAS, the Board of Directors of the Moulton Niguel Water District (“Board of Directors”) previously adopted the Fiscal Year 2014-15 Capital Improvement Budget (“Budget”) by adoption of Resolution No. 14-06 on June 19, 2014; and

WHEREAS, the Board of Directors has been presented with Engineering and Operations projects for installation of critical back-up power generators on five District facilities sites (Project Nos. 2012.028, 2012.029, 2012.030, 2012.031, 2012.033) that will require the transfer of budgeted and appropriated monies from Fund 7, *Rehabilitation and Replacement*, to Fund 14, *Planning and Construction*. A revised summary of the Budget Funds is attached to this Resolution depicting the changes in Fund 7 and Fund 14 appropriations proposed for approval in connection with the generator installation project described herein.

NOW, THEREFORE the Board of Directors of the Moulton Niguel Water District does hereby **RESOLVE, DETERMINE** and **ORDER** as follows:

Section 1. The revisions to the appropriations under Fund 7 and Fund 14 in the Budget in connection with approval of the generator installation project, as presented in the attached revised fund summary and incorporated by this reference herein, is approved by the Board of Directors.

Section 2. The Budget is deemed amended consistent with the attached fund summary by adoption of this Resolution.

Section 3. This Resolution will be effective immediately upon adoption.

APPROVED, ADOPTED, and **SIGNED** this 15th day of January, 2015.

MOULTON NIGUEL WATER DISTRICT

President
MOULTON NIGUEL WATER DISTRICT
and the Board of Directors thereof

Secretary
MOULTON NIGUEL WATER DISTRICT
and the Board of Directors thereof



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** January 12, 2015

FROM: Marc Serna, Director of Engineering and Operations
Rod Woods, Principal Engineer

SUBJECT: Upper Salada Header Construction Contract Award

DIVISION: 4

SUMMARY:

Issue: Board action is required for the Notice Inviting Sealed Proposals (Bids) for the Upper Salada Lift Station Header Replacement, Project No. 2014.006.

Recommendation: It is recommended that the Board of Directors award the construction services contract for Upper Salada Lift Station Header Replacement Project No. 2014.006 to Schuler Engineering Corporation, in the amount of \$89,421; authorize the General Manager to execute the contract; and authorize the General Manager or designee to approve change orders up to 10% of the contract value.

Fiscal Impact: Project No. 2014.006 is budgeted in Fund 7, Rehabilitation and Replacement with a current project budget of \$100,000. The proposed project budget is \$133,363. Fund 7 funds from Project No. 2013.007 will be transferred to this project to cover the existing and proposed budget difference.

BACKGROUND:

The Upper Salada Lift Station was constructed in 1979 and services portions of Laguna Niguel. The pump header is located in the dry well of the lift station and made of cement mortar lined steel. The header has been repaired on multiple occasions due to leaking. This project will replace the existing header in-kind.

Construction documents for the project were prepared by AKM Consulting Engineers utilizing the existing on-call services agreement. The work will require coordination with District personnel that will be performing the sewage bypass pumping that is required to take the station off-line.

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Upper Salada Header Construction Contract Award

January 12, 2015

Page 2 of 2

DISCUSSION:

A request for bids was issued to five qualified construction contractors. The District received four sealed bids for the subject contract on December 16, 2014. The table below summarizes the received bids:

Firm	Bid
Schuler Engineering Corporation	\$89,421
Pascal & Ludwig Constructors	\$90,944
R C Foster Corporation	\$96,265
S.S. Mechanical Corporation	\$102,921
DPC Inc.	Did not submit
Engineer's Estimate	\$81,000

Staff has determined that the lowest responsible and responsive bidder was Schuler Engineering Corporation. Staff has completed its review of the contract documents and has determined that they are in order. Schuler Engineering Corporation has performed quality work in the past for the District and is well-qualified to perform this type of work.

SUMMARY OF PROJECT BUDGET:

	Project Budget	Proposed / Approved Contract *	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	\$15,000	\$15,000	\$0	\$15,000
Construction	\$65,000	\$89,421	\$8,942	\$98,363
Legal, District Labor	\$20,000	\$20,000	\$0	\$20,000
Totals	\$100,000	\$124,421	\$8,942	\$133,363

*Costs expended-to-date: \$13,895 for preparation of construction documents

 Currently Proposed Amount

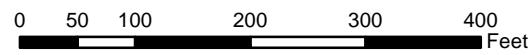
Attachment: Exhibit A – Location Map



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 Site



Scale = 1:2,000

Exhibit "A" Location Map
Upper Salada Header Replacement
Contract No. 2014.006



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** January 12, 2015

FROM: Marc Serna, Director of Engineering and Operations
Rod Woods, Principal Engineer

SUBJECT: Beacon Hill Pump Replacement Construction Contract Award

DIVISION: 2, 4, and 5

SUMMARY:

Issue: Board action is required for the Notice Inviting Sealed Proposals (Bids) for the Beacon Hill Pump Station High-Flow Pump and Gas Engine Drive Replacement, Project No. 2012.009.

Recommendation: It is recommended that the Board of Directors reject all bids for the Beacon Hill Pump Station High-Flow Pump and Gas Engine Drive Replacement, Project No. 2012.009.

Fiscal Impact: Project No. 2014.009 is budgeted in Fund 7, Rehabilitation and Replacement with a current project budget of \$611,098.

BACKGROUND:

The Beacon Hill Pump Station, in conjunction with the Rancho Pump Station, supplies potable water to residents in the City of Laguna Niguel in the 750 pressure zone. This project replaces the existing auxiliary fire (“high flow”) pump and gas engine drive at the Beacon Hill Pump Station. Spare parts for the equipment are no longer available and the maintenance requirements have increased.

Construction documents for the Beacon Hill Pump Station High-Flow Pump and Gas Engine Drive Replacement project were prepared by Psomas. The work generally includes: installation of a Tier 4 diesel engine with horizontal split case pump on skid (including associated piping, valves, and accessories); retrofit of existing building to accommodate engine radiator and louvers; miscellaneous site improvements such as concrete slab, above ground diesel tank, and fuel lines; and associated electrical work.

#9.

Beacon Hill Pump Replacement Construction Contract Award

January 12, 2015

Page 2 of 3

DISCUSSION:

A request for bids was issued to five qualified contractors. The District received two sealed bids for the subject contract on December 16, 2014. The table below summarizes the received bids:

Firm	Bid
S.S. Mechanical Corporation	\$309,000
R C Foster Corporation	\$551,900
Pascal & Ludwig Constructors	Did not submit
Schuler Engineering Corporation	Did not submit
DPC Inc.	Did not submit
Engineer's Estimate	\$570,000

The apparent low bidder, S.S. Mechanical Corporation submitted a request for withdrawal of bid on December 17, 2014. S.S. Mechanical states that they made a mistake filling out the bid that made the bid materially different than they intended. Public Contract Code Section 5103 allows for withdrawal of bids if said request is made within five working days of bid opening and is material in nature. Staff and legal counsel reviewed S.S. Mechanical's request and determined that it meets the requirements of Public Code Section 5103.

With the withdrawal of S.S. Mechanical bid, staff recommends that the Board of Directors reject all bids for this project. The project will be re-bid and brought back to the Board for award in the future.

SUMMARY OF PROJECT BUDGET:

	Project Budget	Proposed / Approved Contract *	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	\$90,000	\$90,000	\$0	\$90,000
Construction	\$511,098	\$511,098	\$0	\$511,098
Legal, Permits, District Labor	\$10,000	\$10,000	\$0	\$10,000
Totals	\$611,098	\$611,098	\$0	\$611,098

*Costs Expended-to-date: \$88,834

Attachment: Exhibit A – Location Map



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 Site



0 50 100 200 300 400 500 600 Feet

Scale = 1:3,500

**Exhibit "A" Location Map
Beacon Hill Pump Replacement
Contract No. 2012.009**



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** January 12, 2015

FROM: Marc Serna, Director of Engineering and Operations
Rod Woods, Principal Engineer

SUBJECT: Del Avion Wet Well Coating Construction Contract Award

DIVISION: 4

SUMMARY:

Issue: Board action is required for the Notice Inviting Sealed Proposals (Bids) for the Del Avion Lift Station Wet Well Coating Rehabilitation, Project No. 2014.003.

Recommendation: It is recommended that the Board of Directors reject all bids for the Del Avion Lift Station Wet Well Coating Rehabilitation, Project No. 2014.003.

Fiscal Impact: Project No. 2014.003 is budgeted in Fund 7, Rehabilitation and Replacement with a current project budget of \$70,000.

BACKGROUND:

The Del Avion Lift Station was initially constructed in 1995 and is a dry-well type pump station with an adjacent wet-well. The entire wet well surface is lined with a spray-on coating system. The District intends to remove the existing coating in its entirety, repair damaged concrete surfaces, and apply a new equivalent spray-on coating system that is suitable for a corrosive wastewater environment.

Construction documents for the Del Avion Lift Station Wet Well Coating Rehabilitation project were prepared by AKM Consulting Engineers utilizing the existing on-call services agreement. The construction documents included wet-well recoating and bypass pumping.

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Del Avion Wet Well Coating Construction Contract Award

January 12, 2015

Page 2 of 3

DISCUSSION:

A request for bids was issued to seven qualified construction contractors. The District received one sealed bid for the subject contract on December 16, 2014. The table below summarizes the received bid:

Firm	Bid
Sancon Engineering, Inc.	\$226,725
National Coatings & Lining Co.	Did not submit
R C Foster Corporation	Did not submit
Ayala Engineering	Did not submit
GCI Construction	Did not submit
Western Jalco	Did not submit
Charles King Company, Inc.	Did not submit
Engineer's Estimate	\$123,500

Staff reviewed the single submitted bid and discussed with other bidders reasons for their lack of bidding. The main reason was the complexity and liability of the bypass pumping. Staff reviewed the construction documents and determined that other options for bypass pumping will attract more qualified bidders. Therefore, staff recommends that the Board of Directors reject all bids and a new construction package will be prepared.

Del Avion Wet Well Coating Construction Contract Award

January 12, 2015

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SUMMARY OF PROJECT BUDGET:

	Project Budget	Proposed / Approved Contract *	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	\$15,000	\$15,000	\$0	\$15,000
Construction	\$45,000	\$45,000	\$0	\$45,000
Legal, District Labor	\$10,000	\$10,000	\$0	\$10,000
Totals	\$70,000	\$70,000	\$0	\$70,000

* Costs expended-to-date: \$13,895.00

 Currently Proposed Amount

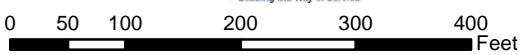
Attachment: Exhibit A – Location Map



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Site



Scale = 1:2,000

Exhibit "A" Location Map
Del Avion Wet Well Coating
Contract No. 2014.003



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** January 12, 2015

FROM: Marc Serna, Director of Engineering and Operations
Mark Mountford, Principal Engineer

SUBJECT: January 2015 Private Development Status

DIVISION: District-wide

SUMMARY:

Issue: District staff is responsible for assisting with the development of various parcels or tenant improvements as identified in the District’s Standard Specifications adopted by the Board of Directors in June 2001. This report serves as a status update for active commercial and multi-unit residential development projects as of January 2015.

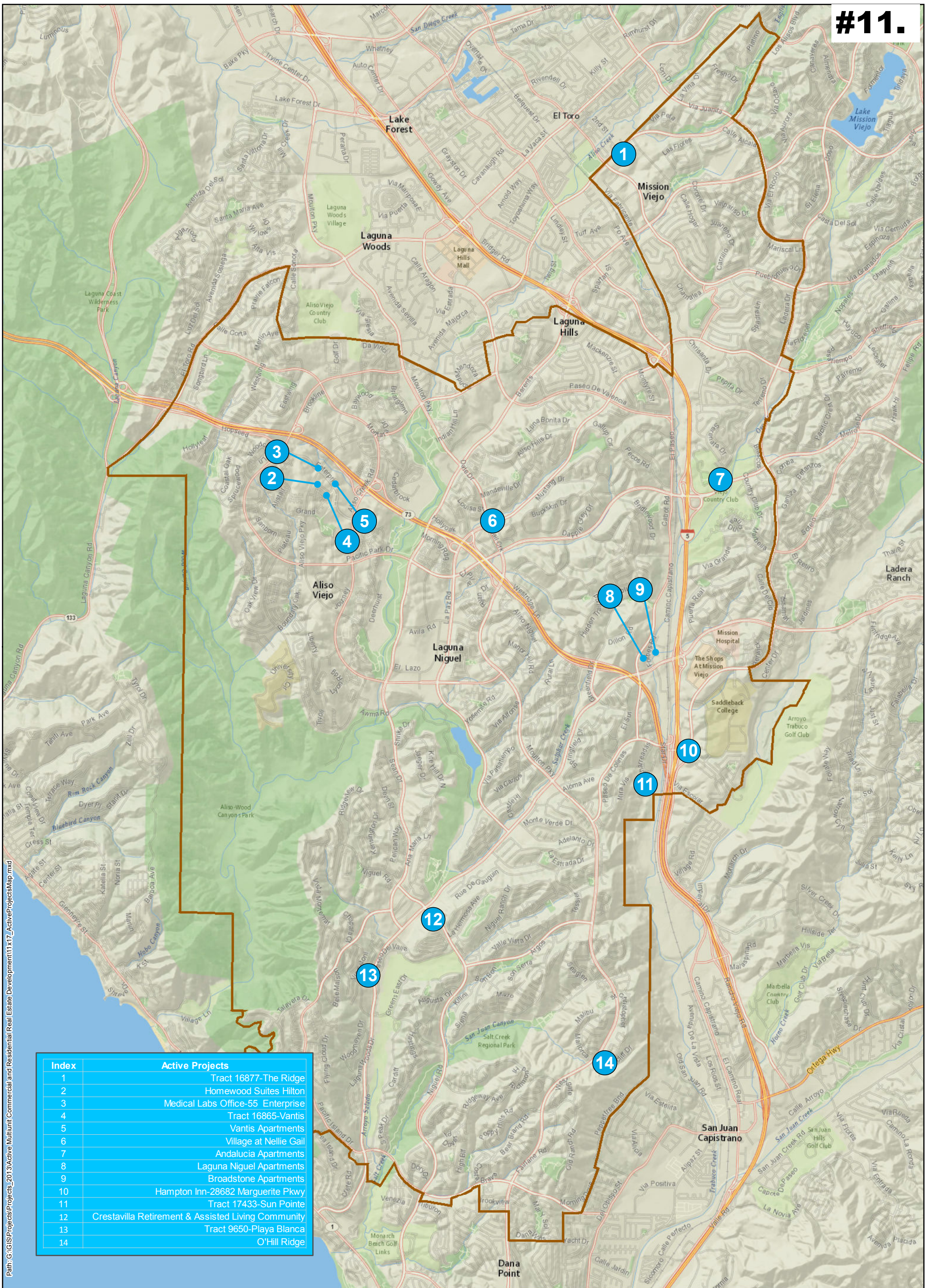
Recommendation: This is an information item only.

Fiscal Impact: Anticipated or collected connection fees are reported on a project by project basis.

DISCUSSION:

The attached map and report summarizes private development activities within the District. Periodic updates will be provided to the Board.

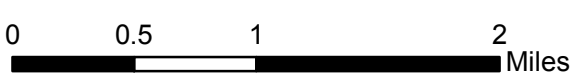
Exhibits: A. Private Development Location Map
B. Private Development Project Summary



Index	Active Projects
1	Tract 16877-The Ridge
2	Homewood Suites Hilton
3	Medical Labs Office-55 Enterprise
4	Tract 16865-Vantis
5	Vantis Apartments
6	Village at Nellie Gail
7	Andalucia Apartments
8	Laguna Niguel Apartments
9	Broadstone Apartments
10	Hampton Inn-28682 Marguerite Pkwy
11	Tract 17433-Sun Pointe
12	Crestavilla Retirement & Assisted Living Community
13	Tract 9650-Playa Blanca
14	O'Hill Ridge

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Active Project Locations
Orange Outline District Boundary



Active Commercial and Multiunit Residential Real Estate Development



1) PROJECT NAME:
The Ridge Mixed Use Development—Tract 16877

PROJECT LOCATION:
Northeast of the intersection of Los Alisos Boulevard and Jeronimo Road, Mission Viejo.

PROJECT SPECIFICS:

Building Size:	144 Units
Connection Fees Received:	\$172,800
Construction Status:	Punchlist
Construction Notes:	

All major infrastructure is installed. Final meter facilities to be installed to grade and record drawings delivered to District.



ADDITIONAL NOTES: None.



2) PROJECT NAME:
Homewood Suites Hilton

PROJECT LOCATION:
110 Vantis Drive, Aliso Viejo
(Northwest of initial Vantis development)

PROJECT SPECIFICS:

Building Size:	93,176 sq. ft. (124 rooms)
Connection Fees Received:	\$31,679.84
Construction Status:	Ongoing
Construction Notes:	

On-site work began in November 2014.



ADDITIONAL NOTES: None.



3) PROJECT NAME:
Medical Labs Office — 55 Enterprise

PROJECT LOCATION:
Parcel north of Aliso Viejo Parkway and Enterprise, Aliso Viejo. (near Renaissance Club Sport)

PROJECT SPECIFICS:

Building Size: 5 Stories
(unknown sq. ft)

Estimated Connection Fee: unknown

Estimated Construction Start: unknown

Construction Notes:

Engineering Feasibility Study and preliminary requirements ongoing.



ADDITIONAL NOTES: Project is directly inbetween the 880 and 650 zones. Development of lot will likely require the extension of the 880 zone mains to reach project site.

4) PROJECT NAME:
Tract 16865—Vantis

PROJECT LOCATION:
South of the intersection of Aliso Viejo Parkway and Enterprise, Aliso Viejo.

PROJECT SPECIFICS:

Building Size: 400 Units

Connection Fees Received: \$307,000

Construction Status: Punchlist

Project Notes:

Punchlist items remain for both phases, including record drawings.



ADDITIONAL NOTES: Entire Vantis site includes 41 live/work units; 256 townhomes; 103 multi-story condominiums; 4 office bldgs.; 3 parking structures.



PRIVATE DEVELOPMENT STATUS REPORT

AS OF 12/29/2014

5) PROJECT NAME:
Vantis Apartments

PROJECT LOCATION:
90 Vantis Drive, Aliso Viejo. South from intersection of Aliso Viejo Parkway and Enterprise.

PROJECT SPECIFICS:

Building Size:	435 Units
Connection Fees Received:	\$522,000
Estimated Construction Start:	Dec 2014

Construction Notes:
Will utilize existing mainline stub off of Vantis Drive for fire service.



ADDITIONAL NOTES: Project includes courtyard easement improvements between Apartments and new Homewood Suites Hilton.

6) PROJECT NAME:
The Village at Nellie Gail Ranch

PROJECT LOCATION:
Northeast parcel from intersection of Moulton Parkway and La Paz, Laguna Hills.

PROJECT SPECIFICS:

Building Size:	32,178 Sq. Ft
Connection Fees Received:	\$10,940.53
Construction Status:	Punchlist

Construction Notes:
650/450 pressure reducing station to be abandoned, among other small punchlist items.



ADDITIONAL NOTES: Additional three commercial buildings constructed on site, as well as retrofit to recycled water and addition of grease interceptors.



7) PROJECT NAME:
Andalucía Mission Viejo Apartment Complex

PROJECT LOCATION:
Intersection of Oso Parkway and Montanoso Drive east of the I-5 Freeway, Mission Viejo.

PROJECT SPECIFICS:

Building Size:	256 Units
Connection Fees Received:	\$307,200
Construction Status:	Ongoing

Construction Schedule Notes:
Connection to SMWD Oso Trunk Sewer remains, as well as a number of final connections for Building 1 (west of Oso Creek).



ADDITIONAL NOTES: Project sewer will require connection to SMWD 24-inch sewer adjacent to project site. MNWD sewer has no available capacity at project location. Existing facilities to be protected in place. Project includes 3 buildings.



8) PROJECT NAME:
Laguna Niguel Apartments

PROJECT LOCATION:
27963 Cabot Road, Laguna Niguel. North of intersection of Cabot Road and Crown Valley Parkway.

Building Size:	450 Units
Estimated Connection Fee:	\$630,000
Estimated Construction Start:	Fall 2015

Construction Notes:
Initial design meeting held between District staff and developer/engineer. Development fronts two different pressure zones on each side of the project - challenge in determining looping opportunities through the proposed complex.



ADDITIONAL NOTES: Adjacent to (northeast) of Crown Cabot Luxury Apartments. Development will be accessed from both Cabot Road and Crown Valley Parkway. Project may be scaled back in number of units.



PRIVATE DEVELOPMENT STATUS REPORT

AS OF 12/29/2014

9) PROJECT NAME:
Broadstone Apartments

PROJECT LOCATION:
North of Crown Valley Parkway on Forbes Road, between Cape and Getty Dr., Laguna Niguel.

PROJECT SPECIFICS:

Building Size:	325 Units
Estimated Connection Fee:	\$459,628
Estimated Construction Start:	Spring 2015

Construction Schedule Notes:
Significant improvements required for service, including off-site water and sewer upsizing, and sewer diversion. Sewer diversion plans in Camino Capistrano approved. Off-site water improvements pending. On-site improvements—first plancheck complete.



NOTES: Mixed-Use, commercial below and apartments above. Sq. footage includes 325 units, 4,500 s.f. retail space, 2,570 s.f. leasing ctr., 4,500 s.f. club/fitness, and parking structure. Approx. 500,000 total s.f.. Formerly Gateway Apartments.



10) PROJECT NAME:
Hampton Inn

PROJECT LOCATION:
28682 Marguerite Parkway, Mission Viejo. South of Intersection of Marguerite and Avery Parkways.

PROJECT SPECIFICS:

Building Size:	61,397 sq. ft.
Connection Fees Received:	\$12,829.56
Construction Status:	ongoing

Construction Notes:
Grading ongoing. Currently scheduling work for service connections across Marguerite Parkway with Inspection.



ADDITIONAL NOTES: Project connection fees were offset with a credit for pre-existing building of 23, 663 sq. ft. Structure is 3 stories with 101 rooms.



11) PROJECT NAME:
Sun Pointe - Tract 17433

PROJECT LOCATION:
End of Avenida Del Caballo above Mercedes Dealership, Laguna Niguel.

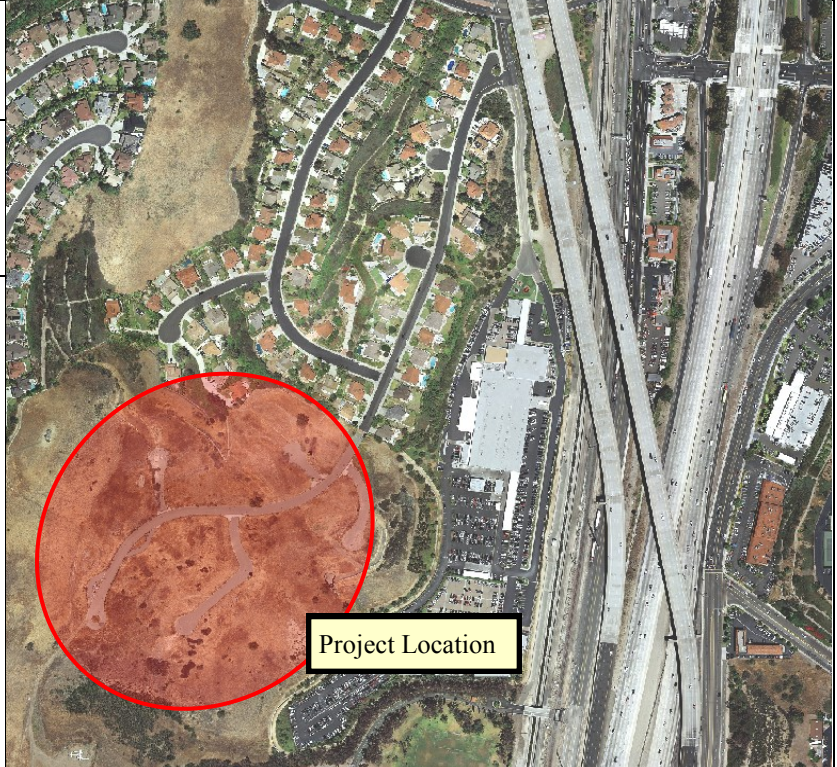
PROJECT SPECIFICS:

Tract Size: 71 SFR

Estimated Connection Fee: \$99,400

Estimated Construction Start: Unknown

Construction Notes:
Horizontal drilling has been performed in an attempt to dewater the site and stabilize the area. Dewatering efforts were successful, but redesign required to retain and stabilize the site without affecting the adjoining Mercedes dealership parcel below.



NOTES: Site has had numerous proposals over the years. Current design calls for detached SFRs. Existing road alignments will be changed and significant grading performed.



12) PROJECT NAME:
Crestavilla Retirement & Assisted Living Development

PROJECT LOCATION:
South from the intersection of Crown Valley Parkway and Niguel Road, Laguna Niguel.

PROJECT SPECIFICS:

Building Size: 224 Units

Estimated Connection Fee: \$313,600

Estimated Construction Start: Winter 2015

Construction Notes:
Development approved through planning department, but lost initial investors and was temporarily on hold. New investors recently secured. Project still in plancheck. Developer working with District on architectural improvements for Little Niguel Pump Station.



ADDITIONAL NOTES: 112 independent care units, 75 assisted living units, 37 memory care units. Replacing Shepherd of the Hills Church, medical bldg., and vacant lot. Approx. 211,000 total s.f.



13) PROJECT NAME:
Playa Blanca - Tract 9650

PROJECT LOCATION:
West from intersection of Crown Valley Parkway & Paseo Del Niguel, near El Niguel Country Club

PROJECT SPECIFICS:

Building Size:	40 Units
Estimated Connection Fee:	None
Estimated Construction Start:	Unknown
Construction Notes:	None.



ADDITIONAL NOTES: Developer performing a feasibility study for construction.



14) PROJECT NAME:
O'Hill Ridge—Tract 93-129

PROJECT LOCATION:
Below Old Ranch Road, Laguna Hills - an extension off of O'Hill Ridge Road.

PROJECT SPECIFICS:


Tract Size:	4 SFRs
Estimated Connection Fee:	\$5,600
Estimated Construction Start:	Unknown
Construction Notes:	Engineering Feasibility Study and preliminary requirements ongoing.



ADDITIONAL NOTES: Properties will require ejector pumps for wastewater service, or an InterAgency Agreement with City of San Juan Capistrano to allow for the City to provide this service.

AS OF 01/02/15

<p>Project: Regional Lift Station Pump Replacement Contract No: 2012.021 Contractor: Schuler Engineering Corp. Engineer: Psomas</p>	<p>REGIONAL LIFT STATION PUMP REPLACEMENT</p>
<p>SCOPE OF WORK : Replacement of two pumps and motors.</p>	
<p>DETAILS :</p> <p>Fund 07 Replace and Refurbishment</p> <p>Notice To Proceed 05/18/14</p> <p>Est. Completion Date 02/28/15</p> <p>Authorized Expense \$ 317,185</p> <p>Paid To Date \$ 41,540</p> <p>Percent Constructed 5%</p>	
<p>NOTES : Pre job scheduled for 01/08/15</p>	

<p>Project : East Aliso Creek Reservoir Coating Contract No: 2013.001 Contractor : J. Colon Coating Engineer : Harper and Associates</p>	<p>EAST ALISO CREEK RESERVOIR COATING</p>
<p>SCOPE OF WORK : Recoat interior and exterior, replace roof plates, install spiral case and safety improvements.</p>	
<p>DETAILS :</p> <p>Fund 07 Replace and Refurbishment</p> <p>Notice To Proceed 09/17/14</p> <p>Est. Completion Date 10/31/15</p> <p>Authorized Expense \$ 2,550,000</p> <p>Paid To Date \$ 274,469</p> <p>Percent Constructed 30%</p>	
<p>NOTES : Structural work completed.</p>	

AS OF 01/02/2015

Project: Rehabilitation of Southridge Reservoir
Contract No: 2013.003
Contractor : Advanced Industrial Coating
Engineer : Harper and Associates

**REHABILITATION OF SOUTHRIDGE
RESERVOIR**

SCOPE OF WORK : Recoat interior and exterior



DETAILS :

Fund 07 Replace and Refurbishment
Notice To Proceed 02/20/14
Est. Completion Date 03/31/14
Authorized Expense \$ 600,000
Paid To Date \$ 103,995
Percent Constructed 1%

NOTES : Structural steel work completed.

Wood Canyon and Southridge Reservoir Area Map

Project :Rehabilitation of Wood Canyon Reservoir
Contract No: 2013.011
Contractor : Advanced Industrial Services
Engineer : Harper and Associates

**REHABILITATION OF WOOD CANYON
RESERVOIR**

SCOPE OF WORK : Recoat interior and exterior



DETAILS :

Fund 07 Replace and Refurbishment
Notice To Proceed 02/20/14
Est. Completion Date 12/31/14
Authorized Expense \$ 800,000
Paid To Date \$ 579,798
Percent Constructed 100%

NOTES : Work completed. Tank in service 10/01/14.

Wood Canyon Reservoir

AS OF 01/02/2015

Project : Manhole Rehabilitation Program FY 14/15
 Contract No: 2014.009
 Contractor : Ayala Eng.
 Engineer : District Staff

**MANHOLE REHABILITATION PROGRAM
FY 14/15 15/16**

SCOPE OF WORK : FY 14-15 and 15-16 on call service agreement to rehabilitate manholes throughout the District.



DETAILS :

Fund 07 Replace and Refurbishment
 Contract Award 08/21/14
 Est. Completion Date 06/30/16
 Authorized Expense \$ 600,000
 Paid To Date \$ 0
 Percent Constructed 0%

NOTES : Waiting for contract execution.

Manhole Locations in Mission Viejo
Along Jeronimo and Alicia Parkway

Project: La Paz/Moulton Potable Water System Reconfiguration
 Contract No: 2012.034
 Contractor : G.C.I Construction
 Engineer : Civil Source

**LA PAZ/MOULTON POTABLE WATER SYSTEM
RECONFIGURATION**

SCOPE OF WORK : Upgrading and reconfiguring the potable water system at the intersection of La Paz Road and Moulton Parkway.




DETAILS :

Fund 14 Planning and Construction
 Contract Award 07/14/14
 Est. Completion Date 03/31/15
 Authorized Expense \$ 530,000
 Paid To Date \$ 169,329
 Percent Constructed 95%

NOTES : All mainline installed.

The Ranch at Nellie Gail
Installation of Mainline

AS OF 01/02/2015

<p>Project: 3A ETM Replacement-County Phase 7 Contract No: 2013.007 Contractor : County of Orange Engineer :</p>	<p>3A ETM REPLACEMENT-COUNTY PHASE 7</p>
<p>SCOPE OF WORK : County sheet pile project along Trabuco Creek in San Juan Capistrano. Possible pipeline replacement.</p>	
<p>DETAILS :</p> <p>Fund 07 Replace and Refurbishment</p> <p>Notice To Proceed 06/01/13 Est. Completion Date 02/28/15 Authorized Expense \$ 450,000 Paid To Date \$ 22,600 Percent Constructed 1%</p>	
<p>NOTES : Sheet pile work completed. Video inspection completed, with no apparent damage to the 3A outfall line.</p>	

