



**ENGINEERING & OPERATIONS
BOARD OF DIRECTORS' MEETING
MOULTON NIGUEL WATER DISTRICT
27500 La Paz Road, Laguna Niguel
June 15, 2015
8:30 AM
Approximate Meeting Time: 3 Hours**

**THIS BOARD MEETING WILL INCLUDE TELECONFERENCING AT THE
FOLLOWING LOCATION: 12025 CEDAR SHORE ROAD, ELLISON BAY,
WISCONSIN**

1. CALL MEETING TO ORDER
2. APPROVE THE MINUTES OF THE MAY 18, 2015 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.

DISCUSSION ITEMS

4. Fiscal Year 2015-16 Proposed Budget
5. Amendment No. 1 to the Consulting Services Agreement - Ware Malcomb
6. Encantamar Pipeline Abandonment Construction Contract Award
7. On-Call Service Agreement for Sewer Line Repairs
8. Amendment No. 6 to Agreement with ATS Communications for FY 2015-16
9. Security Services for Fiscal Year 2015-16

INFORMATION ITEMS

10. Update on Water Usage
11. Future Agenda Items (Any items added under this section are for discussion at future meetings only)

12. 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

13. **CONFERENCE INVOLVING A JOINT POWERS AGENCY: SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (SOCWA)**

Pursuant to Government Code Sections 54956.96 (a) (1), (b)/54956.8, a Closed Session will be conducted for the following purpose:

Discussion will concern: Conference with Real Property Negotiators, conveyance of AWMA Bridge/easement to County of Orange
PROPERTY - The AWMA Bridge and associated easement is located at the intersection of AWMA Road and Alicia Parkway at the entrance to the County's Woods Canyon/Aliso Canyon Wilderness Parks
NEGOTIATING PARTIES - SOCWA, County of Orange/Stacy Blackwood
SOCWA NEGOTIATORS - General Manager, Director of Operations
UNDER NEGOTIATION – Price/Terms of Payment
Name of MNWD representative on SOCWA Board: Director Larry Lizotte

ADJOURNMENT

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

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



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

May 18, 2015

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 8:30 AM on May 18, 2015. There were present and participating:

DIRECTORS

Duane Cave	Director
Scott Colton	Vice President/Chair
Richard Fiore	Director
Donald Froelich	President
Gary Kurtz	Director
Larry Lizotte	Director
Brian Probolsky	Vice President (arrived 8:36 a.m.)

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
Pat Giannone	Bowie, Arneson, Wiles & Giannone
Paige Gulck	Board Secretary
Eva Plajzer	Assistant Director of Engineering
Todd Novacek	Assistant Director of Operations
Drew Atwater	MNWD
Tim Bonita	MNWD
Todd Dmytryshyn	MNWD
Megan Geer	MNWD
Ray McDowell	MNWD
Megan Schneider	MNWD
Rod Woods	MNWD
Ken Baerenklau	University of California, Riverside
Kurt Schwabe	University of California, Riverside
Dan Fox	City of Laguna Niguel

#2.

1. CALL MEETING TO ORDER

The meeting was called to order by Scott Colton at 8:32 a.m.

2. APPROVE THE MINUTES OF THE APRIL 13, 2015 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING

MOTION DULY MADE BY RICHARD FIORE AND SECONDED BY DUANE CAVE, MINUTES OF THE APRIL 13, 2015 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS MEETING WERE APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, SCOTT COLTON, RICHARD FIORE, DONALD FROELICH, GARY KURTZ, AND LARRY LIZOTTE ALL VOTING 'AYE'. BRIAN PROBOLKSY WAS ABSENT.

3. PUBLIC COMMENTS

None.

PRESENTATION ITEMS

4. Water Loss Control Program Update

Marc Serna presented the development of the Water Loss Control Program. Major topics covered were the Water Loss Assessment and Results, Loss Management, Revenue Optimization, Real Water Loss Components, and Reduction of Water Loss.

Brian Probolsky arrived at 8:36 a.m.

DISCUSSION ITEMS

5. Research Partnership on Rebate Program Incentives

Drew Atwater provided background and the objectives of the partnership. Dr. Ken Baerenklau and Dr. Kurt Schwabe from the University of California, Riverside, presented their proposal for the research study entitled "An Analysis of Water Conservation Drivers for Effective Water Management in the Moulton Niguel Water District". Discussion ensued regarding study findings and various programs available.

6. On-Call Asphalt and Concrete Repair Services

Staff recommends that the Board of Directors authorize the General Manager to execute the On-Call Asphalt and Concrete Repair Agreement with A&Y, for a not-to-exceed amount of \$87,500 to perform asphalt and concrete repair services during the remainder of FY 2014-15 and a not-to-exceed amount of \$450,000 for FY 2015-16 for a total agreement amount of \$537,500. Staff answered questions from the Board in regards to the agreement.

7. Agreement for Landscape Maintenance Services for Fiscal Years 2015-18

Marc Serna provided details on the Landscaping Maintenance Services contract. Staff recommends that the Board of Directors authorize the General Manager to execute a three year Landscape Maintenance Services Agreement with Sunset Landscape Maintenance, Inc. in the amount of \$161,094 per year, with a total not-to-exceed agreement amount of \$483,282.

INFORMATION ITEMS

8. Update on Water Usage

Joone Lopez and Matt Collings answered questions on the water usage trends.

9. Operations Center Consolidation Update

Matt Collings gave a brief update on the status of the Operations Center Consolidation.

10. Laguna Niguel Courthouse Development Project

This item was taken after Item 5. Marc Serna presented preliminary data on the Laguna Niguel Development Project. Dan Fox, from the City of Laguna Niguel, answered questions regarding the development.

11. Quarterly Capital Improvement Program Report

Eva Plajzer presented the Quarterly Capital Improvement Program Report.

12. Future Agenda Items (Any items added under this section are for discussion at future meetings only)

None.

13. Late Items (Appropriate Findings to be Made)

Staff has none.

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ADJOURNMENT

The meeting was adjourned at 11:38 a.m.

Respectfully submitted,

Paige Gulck
Board Secretary



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** June 17, 2015

FROM: Ruth Zintzun, Finance Manager

SUBJECT: Fiscal Year 2015-16 Proposed Budget

DIVISION: District-Wide

SUMMARY:

Issue: The current Operating and Maintenance Budget and the annual Capital Improvement Program for Fiscal Year 2015-16 has been revised to reflect current resource needs.

Recommendation: It is recommended that the Board of Directors approve the resolution entitled, “Approving a Budget Appropriation and Adopting the Operating Budget and Capital Improvement Program Budget for Fiscal Year 2015-16.”

Fiscal Impact: The proposed Operating and Maintenance budget and the Capital Improvement budget, along with the Cash Fund balances, was presented during the June Board workshop.

BACKGROUND:

The District adopted a two-year Operating and Maintenance budget and annual Capital Improvement Program in June 2014. The adopted budget has been updated to reflect current resource and capital needs. The Operating and Maintenance budget includes the necessary resources and services to provide water, wastewater, and recycled water services to the District’s customers. The Capital Improvement Program budget includes appropriate funding to perform infrastructure improvements and/or the addition of new infrastructure.

DISCUSSION:

On June 1, 2015, the Board participated in a budget workshop to review the details of the proposed budget and provide input through the process. The draft budget document

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Fiscal Year 2015-16 Proposed Budget

June, 2015

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provides a summary of the current Fiscal Year 2014-15 budget, and proposed budget for Fiscal Year 2015-16. The budget document also includes narrative and graphics to provide additional context to the proposed budget and incorporates changes generated during the budget workshop.

Attachments: Resolution Approving a Budget Appropriation and Adopting the Operating Budget and Capital Improvement Program Budget for Fiscal Year 2015-16.

RESOLUTION NO. 15-__

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MOULTON NIGUEL WATER DISTRICT
APPROVING A BUDGET APPROPRIATION AND ADOPTING THE OPERATING
BUDGET AND CAPITAL IMPROVEMENT PROGRAM BUDGET
FOR FISCAL YEAR 2015-16**

WHEREAS, the Board of Directors of the Moulton Niguel Water District (“Board of Directors”) held multiple public meetings to review and discuss the proposed Fiscal Year 2015-16 Operating Budget and Capital Improvement Budget.

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

SECTION 1. A certain document now on file in the Finance Division of the Moulton Niguel Water District entitled, “Moulton Niguel Water District Operating and Capital Improvement Program Budget,” is hereby made part of this Resolution.

SECTION 2. Said Operating and Capital Improvement Budget is hereby adopted for the Fiscal Year beginning July 1, 2015, and ending June 30, 2016, and consists of the estimated and anticipated expenditures and revenues for the Fiscal Year for all funds.

SECTION 3. The expenditure amounts designated to each fund for which they are designated and such appropriations shall not be increased except as provided herein.

SECTION 4. The appropriations for each fund may only be increased or decreased by the Board of Directors by passage of a resolution amending the Budget except as provided herein.

SECTION 5. The following controls are hereby placed on the use and transfers of budgeted funds:

- A. No expenditure of funds shall be authorized unless sufficient funds have been appropriated by the Board of Directors or General Manager as described below. The General Manager may authorize all transfers of funds from category to category within the same fund. The General Manager may delegate authority to transfer funds between categories as necessary.
- B. The General Manager may authorize out-of-state travel for appropriate training and education of staff or for public safety and/or emergency services purposes in compliance with applicable District policies.

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- C. The Board of Directors must authorize any increase in the number of authorized regular full time personnel positions in addition to those identified in Section 1 (Staffing Plan) of the Budget document.
- D. The General Manager is authorized to employ during the fiscal year(s) covered by this Budget, the number and classifications of such full time and part time employees as are shown in the Budget, all subject to the total number of authorized positions. The General Manager may also authorize the hiring of temporary or part time staff provided that the total to be obligated and expended within any fund as set forth in said Budget for the category of "Salaries" does not exceed the budgeted and appropriated amount, as the same may be amended by the Board of Directors.

SECTION 6. All appropriations for the Capital Improvement Projects remaining unexpended on June 30, 2015, are hereby appropriated for such Capital Projects for the 2015-16 Fiscal Year.

SECTION 7. All appropriations and outstanding encumbrances for non-Capital Projects as of June 30, 2015, expire as of said date.

SECTION 8. The legal level of budgetary control is at the fund level. Budgets may not legally be exceeded at the fund level without appropriate authorization by the Board of Directors.

SECTION 9. The Board of Directors does hereby approve and adopt the General Unit, Supervisory Unit and Exempt Employees' Job Classification Salary Schedules effective June 27, 2014, for Fiscal Year 2015-2016.

ADOPTED, SIGNED and APPROVED this 18th day of June, 2015.

President/Vice President
MOULTON NIGUEL WATER DISTRICT
and of the Board thereof

Secretary
MOULTON NIGUEL WATER DISTRICT
and of the Board thereof

Draft Budget
will be
distributed
separately.



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** June 15, 2015

FROM: Matt Collings, Assistant General Manager

SUBJECT: Amendment No. 1 to the Consulting Services Agreement – Ware Malcomb

DIVISION: District-Wide

SUMMARY:

Issue: Additional architectural and engineering services are necessary to continue development of preliminary design concepts for the Operations Center Consolidation and Improvements Project.

Recommendation: It is recommended that the Board of Directors approve Amendment No. 1 to the Consulting Services Agreement with Ware Malcomb for an amount not-to-exceed \$98,500 for a total contract amount of \$124,000; authorize the General Manager to approve change orders up to 10% of the total contract value; and authorize the General Manager to execute Amendment No. 1.

Fiscal Impact: Sufficient funds are included in the proposed Fiscal Year 2015-16 capital improvement project budget for consideration by the Board of Directors.

BACKGROUND:

The District has operated from the Main Office and Plant 2A sites for more than 40 years with intermittent upgrades and improvements to the facilities to support growth or infrastructure needs. In assessing capital improvements needed for the facilities, staff recommended that a comprehensive review of long-term needs be completed prior to performing any significant rehabilitation or refurbishment of the existing facilities. The District initiated the Operations Center Consolidation and Improvement Project in 2013 with the development of a Needs Assessment assessing current spacing needs, future growth potential, and long-term space requirements. After completion of the Needs Assessment and a review of potential site alternatives to construct the necessary Operations Center, the District concluded that remaining at the Plant 2A site and consolidating all of the District personnel and operations into a single site was the best course of action.

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Amendment No. 1 to the Consulting Services Agreement – Ware Malcomb

June 15, 2015

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DISCUSSION:

The District entered into the attached Consulting Services Agreement with Ware Malcomb on November 30, 2014, for a not-to-exceed contract value of \$25,500 to prepare a site plan and floor plans for the proposed facilities at Plant 2A based on the completed Needs Assessment. The work performed by Ware Malcomb assisted the District in evaluating alternative sites for a future consolidated Operations Center. Ware Malcomb's work under that contract was completed with a presentation to the Board of Directors at a special meeting in January 2015.

With the District's decision to continue forward with the Operations Center project at Plant 2A, the District requested a scope of work from Ware Malcomb to perform additional architectural and civil engineering work for the project. The scope of work includes:

1. Interiors Conceptual Design: This phase of work will review and validate the spacing requirements for the District's program developed during the Needs Assessment and will include detailed floor plans.
2. Architectural Schematic Design: This phase will include refinement of site plans and floor plans, along with development of exterior elevations, site cross-sections, and concept landscape and hardscape plans. Additionally, this scope includes development of up to three 3-D images for presentation at neighborhood meetings. This scope is intended to support the necessary planning and permitting requirements for the project, including meetings with the City of Laguna Hills.
3. Civil Engineering: This phase of the work would perform basic civil engineering services to support site topography development, site grading requirements, drainage needs, and site utility layouts.
4. Three optional scope items were included the proposal for consideration:
 - a. A full review of the interior finishes and preparation of design schematics, which would include cabinetry, lighting, finishes, etc.
 - b. Development of two additional 3-D renderings; an aerial rendering and an eye-level rendering.

The proposed fee for the three phases of work outlined above, including the optional items, is not-to-exceed \$102,000 based on actual time and materials plus \$6,500 for reimbursable expenses. The proposed phases would be completed within two months from authorization to proceed. Staff and the Board Ad-Hoc would work closely with Ware Malcomb to provide review and feedback on the deliverables. A summary of project task items with a tentative schedule is provided with the staff report.

Staff is recommending the Board of Directors authorize the entire scope of work, including the optional task items. Initial authorization would include the Interiors Conceptual Design, Architectural Schematic Design, and Civil Engineering. The optional scope items would only be authorized following consultation with the Ad-Hoc if those items were determined necessary to advance the project.

SUMMARY OF PROJECT BUDGET:

Project Items	Project Budget	Expended to Date
Design ⁽¹⁾	\$750,000	\$76,155
Planning/CEQA	\$350,000	\$84,550
Project Management	\$250,000	\$0
Soft Cost Contingency	\$200,000	\$0
Construction	\$20,350,000	\$0
Construction Contingency	\$950,000	\$0
Legal, Permits, Misc.	\$150,000	\$133,025
Totals	\$23,000,000	\$293,730

Currently Proposed Amount

Footnotes:

(1) Design services included a Needs Assessment prepared by GPA, Inc. and preliminary architectural services prepared by Ware Malcomb.

Attachments:

1. Amendment No. 1: Proposed Scope of Work
2. Original Agreement: executed November 30, 2014
3. Project Overview and Schedule

Revised June 8, 2015
June 1, 2015

Matt Collins
Assistant General Manager
Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA 92677

Proposal for Architectural and Engineering Services

Moulton Niguel Water District BTS (Total ± 83,125 GSF)
26161 Gordon Road
Laguna Hills, California

I. Project Description:

Our proposal is based upon the verbal Request for Proposal during meeting on May 4, 2015, and outlines architectural design services for Moulton Niguel Water District's project located in Laguna Hills, California. Ware Malcomb understands the scope of work to include Schematic Design services for the proposed facility identified in The Conceptual Design Package, Scheme 2b dated January 19, 2015, prepared by Ware Malcomb. The purpose of this effort is to re-validate the program provided by MNWD, provide a new Space Plan, and develop the Schematic Design Package for Formal Planning review by the City of Laguna Hills.

- A. The following consultants/disciplines are to be included under Ware Malcomb's scope and responsibility.
1. Interior Design (Ware Malcomb)
 2. Civil Engineering (Ware Malcomb)
 3. Landscape Architecture
- B. The following consultants/disciplines are to be included under MNWD's scope and responsibility, however, Ware Malcomb shall coordinate with them for a complete Planning Package.
1. Entitlement/City Agency Expediter (Starpoint Ventures)
 2. Geotechnical Engineering
 3. Traffic Engineer

II. Site and Shell Building Basic Services:

A. Architectural Schematic Design Phase:

Ware Malcomb will meet with MNWD to discuss and confirm requirements and time schedule, and conduct meetings with the designated representative(s) to layout the formal goals, objectives and scope of the project design. This will include present and future needs, budget, scheduling, Owner review, design approval dates, key design elements to be incorporated into the documents, preliminary selections of major building systems and construction materials, and other parameters pertinent to the project.

#5.

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1. Ware Malcomb shall prepare, for approval by MNWD, refined schematic site plans and floor plans, and other documents, which generally illustrate the scale and relationship of project components and indicate site conditions, plan arrangements and the general scope and character of the project for the new building(s). We have included up to three (3) revisions.
2. Address site issues such as parking and circulation, service access, emergency vehicle access and in conjunction with Landscape Architect, hardscaping and landscaping.
3. Refine the Exterior Elevations. The design studies will be presented in 3D Sketch-up renderings over photographs to convey the design concept with material call-outs for the proposed and existing buildings. Included are up to two (2) design study schemes, with up to two (2) refinements to one selected scheme.
4. Review the preliminary plans with appropriate governmental agencies. Code issues, zoning requirements, as well as governmental approval processes will be documented and reviewed with MNWD for planning and action.
5. Attend Pre-Application Meeting with City Planning staff, along with MNWD, to review the preliminary plans with appropriate governmental agencies. Code issues, zoning requirements, as well as governmental approval processes will be documented and reviewed with MNWD for planning and action.
6. Prepare appropriate architectural exhibits, applications and data, and submit plans to local Planning Prepare appropriate exhibits, applications and data, and submit plans to City of Laguna Hills Planning authorities for a Site Development Design Review. Based upon the requirements found in the City of Laguna Hills "Planning Application and Instructions" document, the following architectural exhibits shall be required for the submittal by Ware Malcomb:
 - a. Conceptual Site Plan, including Vicinity Map and Right of Ways.
 - b. Conceptual Floor Plans.
 - c. Colored Conceptual Building Elevations for all sides of all building.
 - d. Site Cross-Sections.
 - e. Color and Material Board.
 - f. Parking Summary
7. Prepare a Preliminary Conceptual Landscape and Hardscape Plan for the development.
8. As part of the design effort Ware Malcomb will create 3-D Sketch-up images showing the development from several viewpoints in order to satisfy neighboring residential community. Included are up to three (3) views. Attend up to two (2) neighborhood community meetings with MNWD.
9. All other exhibits, studies and reports that may be required for submittal such as Traffic Studies, Noise Studies, Biological Studies, Air Quality Studies, Archeological Studies, Environmental Studies or EIRs, and/or Title Notification maps, Mailing lists and Labels shall be prepared by others.

10. Attend up to one (1) each of Planning Review Meeting, Planning Commission, and/or City Council meeting, as requested by MNWD.
11. Provide adequate concept drawings, notes and information for MNWD to generate a conceptual construction estimate.
12. Assist with the development of a conceptual construction phasing plan.
13. Attend up to four (4) design meetings and/or MNWD Board Meetings as requested by MNWD.

III. Interior Tenant Improvements (Office and Shops/Fleet/Warehouse)

A. Interiors Conceptual Design Phase:

MNWD has expressed a desire to re-visit the program requirements and to review and adjust the Space Plan accordingly based upon meetings and comments with the MNWD Board. Ware Malcomb will modify the Space Plans contained in the Conceptual Design Package, Scheme 2b dated January 19, 2015, prepared by Ware Malcomb.

1. Programming validation:

Meet with MNWD in order to establish a summary of interior spaces, the location and circulation of personnel, lighting and furniture requirements, finishes, and budget constraints. We have included up to two (2) meetings for this effort.

- a. Functional Requirements.
- b. Adjacencies.
- c. Special Requirements.
- d. Image.
- e. Circulation.

2. Space Planning:

- a. Based on the interior development program, provide a space plan, which will indicate the location of all rooms, circulation paths, partitions, doors and a suggested furniture layout (furniture shall be blocked out for open areas and further defined in design development). We will include reasonable revisions to the space plan (one (1) major changing a maximum of 30% of the space, and two (2) minor revisions changing less than 20% of the space maximum).
- b. Review the plans for conformance to codes and make recommendations as necessary to meet local building department requirements.
- c. In addition to graphic representations of the plan, any (i.e., cabinetry, lighting, finishes) or other conditions that might affect the build-out costs are outlined so that a contractor can assemble a preliminary budget cost for the project.
- d. Included are up to two (2) meetings.
- e. This fee includes the revision to Space Plans prepared previously in February 2015.

B. Schematic Design Phase (Optional Service):

Ware Malcomb shall provide the Schematic Design for the areas outlined above through the following:

1. Based on the program, refined space plan and MNWD standards, Ware Malcomb shall provide sketches and loose material selections to communicate concepts and ideas for the space outlined above. These shall be reviewed with MNWD for conformance to their image for each area.
2. In addition to graphic representations of the space plan, cabinetry, lighting, finishes, etc., or other conditions that might affect the build-out costs are outlined so that a contractor can assemble a budget cost.
3. Upon approval, Ware Malcomb shall prepare Preliminary Pricing Plans including additional information for MNWD's General Contractor to provide a preliminary budget price. Pricing plans shall include:
 - a. Floor/Power Plan
 - b. Reflected Ceiling Plan
 - c. Finish Plan
4. Ware Malcomb shall review the budget pricing prepared by a designated Contractor and present costs to MNWD for review.

IV. Basic Services - Civil Engineering:**A. Survey Phase**

1. Supplemental Topographic Survey: Client will provide digital file of the aerial topography. Ware Malcomb will field survey the drained pond areas (approximately 3 acres total) and update the aerial topography providing spot elevations and contours.

B. Preliminary Engineering Phase (Planning Phase):

1. Updated Site Optimization Modeling: Using the updated topography and the desired site plan as supplied by the Architect, Ware Malcomb will develop a conceptual design model for optimization processing relative to site construction costs. The optimized model shall result in a preliminary design that shall include finish floor elevations, proposed subgrades, and a preliminary construction takeoff cost report. National unit cost averages will be used in site optimization modeling using client has updated cost information.
2. Conceptual Grading Plan: Prepare a Conceptual Grading Plan that includes contour grading, building pads and site drainage. This includes performing a preliminary earthwork calculation based on the proposed contours and existing grades.
3. Conceptual Utility Plan: Prepare a Conceptual Utility Plan which will include the routing of new proposed sewer, domestic water, fire water, non-potable water, and the site storm drain system. If applicable, coordinate with the client's Dry Utility Consultant regarding the location of existing and proposed on-site electrical service, cable and telephone feeds, and natural gas lines.

4. Preliminary WOMP: Prepare a preliminary water quality management plan discussing the methods of treating the post construction storm water runoff for approval by the reviewing jurisdiction.
5. Preliminary Detention Pond Sizing and Design: An analysis of the required detention pond volume will be prepared based on local jurisdictional criteria. Included in this analysis will be the detention pond location, sizing, and preliminary outlet structure design.
6. Planning Package: Assist Architect with approvals and supply the above plans and reports in the format required by the local Agency.
7. Project Meetings: Attend required meetings with the Client, Architect, Contractor and/or Agency officials as requested.

V. Excluded Services:

Ware Malcomb will not provide the services listed below.

- A. Soils engineering, studies, or reports.
- B. Permits or Agency fees.
- C. Special studies such as Traffic, Noise, Utility or Environmental studies.
- D. Hazardous materials identification, storage, or abatement.
- E. Confirmation and/or verification of the accuracy and/or completeness of documents or information received from others.

VI. Supplemental Services:

The following items are not contemplated or included within Ware Malcomb's Scope or Fee. Ware Malcomb may perform certain services among the list below as an additional service and for an additional fee.

- A. Tentative Map, Lot Line Adjustments , Creation of Easements.
- B. Design Development, Contract Documents and Contract administration services.
- C. Structural, Mechanical, Plumbing and Electrical Engineering design and documents.
- D. Signage or Public Art selection.
- E. Professional Perspective or 3D Renderings or Physical Models.
- F. Graphic Design services such as Identity/Logo, Stationery System, Branding, Marketing Materials/Leasing Brochures, Website, Multi-Media Presentations, and Environmental Graphics.
- G. Cost Estimating Services or Value Engineering.
- H. BOMA Calculations.
- I. LEED Design, Applications and Management Services.
- J. Any and all other services not specifically described as part of Basic Services.

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VII. Compensation:

Compensation for Basic Services shall be an hourly not-to-exceed fee of **Sixty Six Thousand Five Hundred Dollars (\$66,500.00), plus reimbursable expenses**. Ware Malcomb will notify the Owner when we are approaching the not-to-exceed fee, and will request additional incremental fee at that time to continue services. Ware Malcomb shall invoice for services on a monthly basis.

		Approximate Hours
A.	Architectural Schematic Design Phase	
	Architectural Schematic/Entitlement Package	121
	3-D Sketchup views for Neighborhood Community meetings	38
	Landscape Architecture	18
	Sub-Total Schematic Design/Entitlement Package	
B.	Interior Design Basic Services (Office Building):	
	Program Validation	17
	Previously revised Space Plan	8
	Additional Conceptual Space Planning	42
	Sub-Total Interior Design Office	
C.	Interior Design Basic Services (Shops/Fleet/Warehouse):	
	Program Validation	4
	Conceptual Space Plan	12
	Sub-Total Interior Design Shops/Fleet/Warehouse	
D.	Civil Engineering	
	Topographic Survey	42
	Preliminary Drainage Study	70
	Preliminary Engineering	183
	Sub-Total Civil Engineering	
E.	Total Basic Services Fee	555
F.	Optional Fees and Allowances	
	Eye Level Professional Rendering	
	Aerial Professional Rendering	
	Interior Design Schematic Design Hourly Allowance	

V. Hourly Rates Schedule:

The following is Ware Malcomb’s Hourly Rate Schedule:

CEO/President	\$300/hr
Vice President	\$250/hr
Principal	\$225/hr
Director	\$150-200/hr
Studio Manager	\$125-150/hr
Sr. Project Architect/Sr. Project Mgr./Sr. Project Designer	\$120-150/hr
Project Manager/Architect	\$110-120/hr
Senior Project Coordinator	\$85-100/hr
Designer	\$75-95/hr
Project Coordinator/Designer	\$85-90/hr
Production Coordinator	\$75/hr
Admin./Clerical	\$65/hr

VIII. Reimbursable Expenses:

Standard expenses, such as those listed in Ware Malcomb’s General Terms of Agreement are in addition to our fees. Reimbursable expenses for such things as printing, plotting, renderings requested by Owner, postage and handling, delivery costs, travel and mileage, reproductions and facsimiles, are charged at the standard rate of cost plus fifteen percent (15%).

A Reimbursable Expense Allowance of \$6,500 is suggested.

IX. Payment to Ware Malcomb:

All payments shall be due upon receipt of invoice. Billings shall be based on a percentage of completion on a Phase basis.

If this proposal meets with your approval, please let us know and we will proceed with preparation of our Agreement for Professional Services.

Thank you for this opportunity and we look forward to working with you.

Best regards,

Ware Malcomb



Tom Myers, AIA LEED AP
Principal, Commercial Architecture

[tjm]

international reach

waremalcomb.com

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**AGREEMENT FOR CONSULTING SERVICES BETWEEN
MOULTON NIGUEL WATER DISTRICT AND WARE MALCOMB
MNWD PROJECT: ARCHITECTURAL DESIGN SERVICES
CONTRACT NO. OM14-15.022**

THIS AGREEMENT (the "Agreement") is dated as of November 30, 2014 (the "Effective Date"), by and between WARE MALCOMB, hereinafter referred to as the "CONSULTANT" and MOULTON NIGUEL WATER DISTRICT hereinafter referred to as "MNWD," and provides for the furnishing of CONSULTING services to MNWD by CONSULTANT. MNWD and CONSULTANT may sometimes be referred to in this Agreement individually as "party" and together as "parties."

RECITALS

CONSULTANT proposes to provide architectural design services to MNWD (the "Services"). The scope of work to be performed by CONSULTANT under this Agreement is described in **Exhibit A** hereto, which is incorporated herein (the "Scope of Services").

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

AGREEMENT

SECTION I - CONSULTING SERVICES

Section 1.1 CONSULTANT shall provide architectural design services to MNWD as further defined in **Exhibit A**. This Agreement, including all attached Exhibits form the Agreement between the parties.

SECTION II – SCOPE OF SERVICES AND PERFORMANCE

Section 2.1 CONSULTANT shall perform the Services in accordance with **Exhibit A**, the terms of this Agreement, and as directed by MNWD. MNWD reserves the right to develop additional Services and related requirements as it deems appropriate to meet the needs and objectives of MNWD and this Agreement.

Section 2.2 CONSULTANT acknowledges and agrees that MNWD does not guarantee any minimum or maximum amount of Services and MNWD may use other Consultants for the Services in its sole discretion.

Section 2.3 CONSULTANT shall provide all labor, materials, tools, equipment, supplies, utilities and transportation required to perform the Services, subject to compliance with the Agreement requirements, and complete all Services in a thorough, professional manner in accordance with generally accepted industry practices and principles, and to the satisfaction of MNWD. CONSULTANT shall have the sole and absolute discretion in determining the methods, details and means of performing the Services, and MNWD shall not have any right to direct the methods, details and means of the Services, provided that CONSULTANT must receive prior written approval from MNWD before using any subconsultants for the provision of Services under this Agreement. In performing the Services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

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Section 2.4 MNWD may request or CONSULTANT may recommend, that CONSULTANT perform work in addition to or different from that delineated in the original Scope of Services, or delete services from the Scope of Services. Upon MNWD's request for additional or changed Services, CONSULTANT shall provide a cost estimate and written description of the additional or changed work. Prior to any such addition, changes, or deletion to the Scope of Services, MNWD and ENGINEER shall negotiate an adjustment of the compensation and completion date and shall execute a written addendum. Upon execution of each addendum, (i) the Scope of Services shall thereafter be as described in the Agreement, respectively, as modified by the addendum and any previously executed addendum; and (ii) the time for completing the Services shall be as set forth in the addendum. Following execution of any amendment, all terms and provisions of the Agreement, except as expressly modified by such amendment, shall remain in full force and effect. MNWD will not be required to pay for any additional or changed work rendered in advance of the execution of an amendment covering the additional or changed work.

Section 2.5 CONSULTANT agrees to coordinate the work to ensure its timely completion and shall promptly notify MNWD of any anticipated delays or causes or casualties beyond CONSULTANT'S control which may affect the work schedule. CONSULTANT shall not begin work on any Services pursuant to this Agreement until receipt of MNWD'S written direction to proceed. Upon receipt of such notice, CONSULTANT shall immediately commence the work described in Exhibit A. The Services shall be completed in an expeditious manner and in any event no later than the completion date listed on the Scope of Services. Time is of the essence in this Agreement.

Section 2.6 CONSULTANT'S manager in charge of the Services is Tom Myers, Principal.

Section 2.7 Without prior written approval of MNWD, CONSULTANT will not make any changes in CONSULTANT'S Principal, in consultants, in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Scope of Services. CONSULTANT is responsible to MNWD for the acts and omissions of its subcontractors as it is for persons directly employed by CONSULTANT. Nothing contained in this Agreement creates any contractual relationship between any subcontractor and MNWD. CONSULTANT shall not allow any subcontractor to commence work or services under any subcontract until all insurance required of CONSULTANT has been obtained for the subcontractor.

Section 2.8 MNWD shall make available to CONSULTANT at no cost all technical data in MNWD'S possession, including maps, past reports, prior studies, prior plan operating data, and other information reasonably required by CONSULTANT and relating to the work to be performed under this Agreement.

Section 2.9 All documents and information generated by CONSULTANT and any of CONSULTANT'S subcontractors pursuant to this Agreement shall remain confidential and shall not be copied, distributed, or otherwise provided or referenced by CONSULTANT or CONSULTANT'S subcontractors to any third parties other than with MNWD'S written consent, or as compelled by order of court. All original drawings and other documents, including detailed calculations developed for the Project shall, upon payment in full for the services described in this Agreement or as otherwise provided in SECTION IV herein, be furnished to and become the property of MNWD.

CONSULTANT may retain a copy of all reports and documents for their files.

Section 2.10 CONSULTANT understands that all documents, records, reports, data or other materials (collectively "Materials") provided by MNWD to CONSULTANT pursuant to this Agreement are to be considered confidential for all purposes.

SECTION III – TERM

Section 3.1 This Agreement shall commence as of the Effective Date and continue in effect through **March 30, 2015** unless otherwise terminated by either party pursuant to Section VIII herein.

SECTION IV – PRICE AND PAYMENT TERMS

Section 4.1 In consideration for providing the Services, MNWD agrees to compensate CONSULTANT on a fixed fee basis up to a not-to-exceed maximum Agreement amount of **Twenty-Five Thousand Five Hundred Dollars (\$25,500.00)**, which is inclusive of all costs. A breakdown of fees is attached hereto and incorporate herein as **Exhibit B**.

Section 4.2 Payments will be made based on submittal of invoices by CONSULTANT. Invoices will include the date or period of Services, a complete description of the Services performed, the total amount due and, when requested by MNWD, any support documentation sufficient to validate the charges for each invoice item. Only one bill per month shall be submitted by CONSULTANT, showing amounts due for CONSULTANT during the monthly billing period. Incomplete invoices will be returned unpaid to CONSULTANT.

SECTION V - WARRANTY

Section 5.1 In performing services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

SECTION VI - INSURANCE AND INDEMNIFICATION

Section 6.1 Professional Liability Insurance. CONSULTANT and each of its sub-consultants/subcontractors shall maintain throughout the term of this Agreement a professional liability (errors and omissions) policy of insurance having coverage of not less than One Million Dollars (\$1,000,000) for each claim and in annual aggregate. The following provisions shall apply if the professional liability coverage is written on a claims-made basis:

- (a) The retroactive date of the policy must be shown and must be dated before the date of this Agreement.
- (b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of this Agreement or the services hereunder.
- (c) If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five (5) years after completion of the services. MNWD shall have the right to exercise at the CONSULTANT'S cost any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
- (d) A copy of the claims reporting requirements must be submitted to MNWD prior to the commencement of any work under this Agreement.

Section 6.2 General/Automobile Liability Insurance. CONSULTANT and each of its sub-consultants/subcontractors shall maintain throughout the term of this Agreement a general

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

All insurance provided under this Section 6.2 shall name MNWD and its' directors, officers, employees and representatives as additional insureds under each such policy ("additional insureds") and an additional insured endorsement shall be provided in form acceptable to MNWD.

Section 6.3 Worker's Compensation. By its signature hereunder, CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT and subcontractors shall maintain throughout the term of this Agreement workers' compensation insurance with limits no less than the statutory limits, and Employer's Liability insurance with limits no less than One Million Dollars (\$1,000,000) per accident and per disease for their employees and shall file with the MNWD the certificate required by Labor Code Section 3700. The workers compensation/Employer's Liability insurance shall be endorsed with a waiver of subrogation in favor of MNWD and its' directors, officers, employees and representatives.

Section 6.4 Requirements of All Policies. All policies of insurance required under this SECTION VII shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class VII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. CONSULTANT shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

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

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

Section 6.5 Indemnity.

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

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

SECTION VII - NO SUBCONTRACTING

Section 7.1 No obligations under this Agreement shall be subcontracted without prior written approval by MNWD, which approval shall not be unreasonably withheld or delayed.

Section 7.2 In the event that subcontracting is approved by MNWD, CONSULTANT shall ensure that:

- 1) Each subcontractor complies in all respects with the provisions of this Agreement.
- 2) Its subcontractor maintains the same level of insurance coverage as required of CONSULTANT in Section VI of this Agreement.

Section 7.3 CONSULTANT is as responsible to MNWD for the acts and omissions of its subcontractor as it is for persons directly employed by CONSULTANT. Nothing contained in this Agreement creates any contractual relationship between any subcontractor and MNWD. Supplier shall remain the primary debtor and be responsible for the due and timely performance by any subcontractor.

SECTION VIII - TERMINATION OR ABANDONMENT

Section 8.1 This Agreement may be terminated in whole or in part in writing by either party provided that no such termination may be effected unless the other party is given not less than ten (10) calendar day's written notice (deliver by certified mail, return receipt requested) of intent to terminate. Additionally, MNWD may suspend performance by CONSULTANT of any or all services listed in the Scope of Services under this Agreement by providing written notice to CONSULTANT at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, CONSULTANT shall immediately suspend any work or services hereunder, unless otherwise instructed by MNWD in such notice.

Section 8.2 CONSULTANT shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from MNWD to resume performance. MNWD and CONSULTANT agree that in the event MNWD suspends or terminates performance by CONSULTANT for any cause other than the intentional or negligent error or omission of

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CONSULTANT, CONSULTANT shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under Section IV of this Agreement.

Section 8.3 In the event of any suspension or termination herein, MNWD shall have the right to take possession and shall immediately own all original drawings and other documents developed for that portion of the work completed and/or being suspended or abandoned.

SECTION IX - GENERAL

Section 9.1 CONSULTANT represents that it is aware of no facts or circumstances which would impair its ability to provide fair and unbiased advice to MNWD in the course of performing the CONSULTING services hereunder, or which would impact its objectivity in performing such services hereunder.

Section 9.2 This Agreement represents the entire understanding of MNWD and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the parties. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it. In the event of any inconsistency between this Agreement and any other agreement or document between the parties, either written or verbal, including any CONSULTANT proposal document, this Agreement shall control unless such other agreement provides explicitly to the contrary.

Section 9.3 Any notice required or permitted to be given hereunder if not otherwise specified herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service a hand delivery, and addressed to:

To MNWD - Attn: Matt Collings, Assistant General Manager
 Moulton Niguel Water District
 27500 La Paz Road
 Laguna Niguel, CA 92677

To CONSULTANT - Attn: Tom Myers, Principal
 Ware Malcomb
 10 Edelman
 Irvine, CA 92618

Section 9.4 California law shall govern the interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

Section 9.5 In the event an action is commenced by either party to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all costs and expenses, including court costs, plus a reasonable amount for attorney's fees.

Section 9.6 If any section of this Agreement or provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or

unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

Section 9.7 It is expressly understood and agreed that CONSULTANT is retained as an independent contractor for the sole purpose of rendering the professional and/or special services, and is not an employee or agent of MNWD. CONSULTANT warrants that it will not represent, at any time or in any manner, that CONSULTANT is an employee or agent of MNWD. CONSULTANT shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD. CONSULTANT shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance CONSULTANT, as an independent contractor, is responsible for paying under federal, state or local law. CONSULTANT is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS.

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

Section 9.8 This is a non-exclusive Agreement for the services contemplated herein.

Section 9.9 This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement or any interest herein shall be made by CONSULTANT without prior written consent of MNWD.

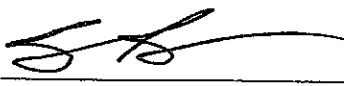
Section 9.10 This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Moulton Niguel Water District

By: 
Matt Collings
Assistant General Manager

CONSULTANT – Ware Malcomb

By: 
Title: Tobin Sloane, CFO

**EXHIBIT A
SCOPE OF SERVICES**

Consultant shall perform the following services pursuant to this Agreement:

I. Project Description:

The scope of services includes Conceptual Design services for the proposed facility identified in the Facility Assessment Package dated February 03, 2014 prepared by others. The purpose of this effort is to validate the program provided by MNWD and develop the Conceptual Design of the proposed facility for MNWD's General Contractor to provide a conceptual budget. It is intended that the existing Operations Building remain part of the project.

A. The following consultants/disciplines are to be included under Ware Malcomb's scope and responsibility.

1. Interior Design (Ware Malcomb)
2. Civil Engineering (Ware Malcomb) for Site Ops

II. Site and Shell Building Basic Services:

A. Conceptual Design:

Ware Malcomb will meet with MNWD to discuss and confirm requirements and time schedule, and conduct meetings with the designated representative(s) to layout the formal goals, objectives and scope of the project design. This will include present and future needs, budget, scheduling, Owner review, design approval dates, key design elements to be incorporated into the documents, preliminary selections of major building systems and construction materials, and other parameters pertinent to the project.

1. Based upon the background drawings provided by MNWD, Ware Malcomb shall prepare, for approval by MNWD, Conceptual site plans, Conceptual Floor Plans, and Exterior Elevations and other documents, which generally illustrate the scale and relationship of project components and indicate site conditions, plan arrangements and the general scope and character of the project for the new building(s). Ware Malcomb to generate a Sketch-up 3-D model of the building design.
2. Address site issues such as parking and circulation, service access, emergency vehicle access and proposed hardscaping and landscaping locations.
3. Provide adequate concept drawings, notes and information for Moulton Niguel Water District's General Contractor to generate a conceptual construction estimate.
4. Assist with the development of a phasing plan.
5. Attend up to four (4) meetings as requested by MNWD.

III. Interior Tenant Improvements (Office and Shops/Fleet/Warehouse)

A. Interiors Conceptual Design Phase:

1. Visioning Session: As a part of the program review, Ware Malcomb shall provide a visioning session which will be a single "brainstorming" meeting about the new facility.

We will lead the discussion around the factors that will achieve success for the new space, and what the look and feel of the new environment will require in order to reflect MNWD's vision.

Our Visioning process includes a pre-meeting with Executive Staff to review our presentation, along with the main session which includes three modules: a presentation to educate the team with the latest research in workplace trends, our consensus building brainstorming module, and finally our contrasting brands discussion.

At the conclusion of the visioning session, Ware Malcomb shall provide meeting notes recapping the highlights along with any necessary sketches to clarify concepts. These notes and sketches shall be combined with the other program data as a final program document.

2. Programming validation: Meet with MNWD in order to establish a summary of interior spaces, the location and circulation of personnel, lighting and furniture requirements, finishes, and budget constraints. We have included up to two (2) meetings for this effort.

- a. Functional Requirements.
- b. Adjacencies.
- c. Special Requirements.
- d. Image.
- e. Circulation.

3. Space Planning:

- a. Based on the interior development program, provide a space plan, which will indicate the location of all rooms, circulation paths, partitions, doors and a suggested furniture layout (furniture shall be blocked out for open areas and further defined in design development). We will include reasonable revisions to the space plan (one (1) major changing a maximum of 30% of the space, and two (2) minor revisions changing less than 20% of the space maximum).
- b. Review the plans for conformance to codes and make recommendations as necessary to meet local building department requirements.
- c. In addition to graphic representations of the plan, any (i.e., cabinetry, lighting, finishes) or other conditions that might affect the build-out costs are outlined so that a contractor can assemble a preliminary budget cost for the project.
- d. Included are up to two (2) meetings.

IV. Civil Engineering Site Ops Services:

A. Obtain available record drawings and topographic surveys from MNWD, for boundary and infrastructure information within and adjacent to the site.

B. Using the approved site plan, existing topographic survey data and the geotechnical report, Ware Malcomb will develop a conceptual design model for optimization processing relative to site construction costs. The optimized model shall result in a preliminary design that shall include finish floor elevations, proposed subgrades, the bedrock layers and a preliminary construction takeoff cost report. National unit cost averages will be used in site optimization modeling unless client has updated regional cost information. The fee includes modeling the proposed buildings on the approximately

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11 acre site. Included are up to four (4) variations/revisions.

V. Excluded Services:

Ware Malcomb will not provide the services listed below.

- A. Soils engineering, studies, or reports.
- B. Permits or Agency fees.
- C. Special studies such as Traffic, Noise, Utility or Environmental studies.
- D. Hazardous materials identification, storage, or abatement.
- E. Confirmation and/or verification of the accuracy and/or completeness of documents or information received from others.

VI. Supplemental Services:

The following items are not contemplated or included within Ware Malcomb's Scope or Fee. Ware Malcomb may perform certain services among the list below as an additional service and for an additional fee.

- A. Formal Planning Department submittal package.
- B. Design Development, Contract Documents and Contract administration services.
- C. Civil Surveying or Public Work's requirements.
- D. Structural, Mechanical, Plumbing and Electrical Engineering design and documents.
- E. Landscape Architecture design.
- F. Signage or Public Art selection.
- G. Professional Perspective or 3D Renderings or Physical Models.
- H. Graphic Design services such as Identity/Logo, Stationery System, Branding, Marketing Materials/Leasing Brochures, Website, Multi-Media Presentations, and Environmental Graphics.
- I. Cost Estimating Services or Value Engineering.
- J. BOMA Calculations.
- K. LEED Design, Applications and Management Services.
- L. Any and all other services not specifically described as part of Basic Services.

PROJECT COMPLETION DATE: March 30, 2015

**EXHIBIT B
BREAKDOWN OF FEES**

A. Shell & Core Office Buildings (+83,125 GSF) – Architecture:

Conceptual Design \$ 6,000.00

B. Office Tenant Improvements (+45,000 GSF):

Visioning Session \$ 3,000.00

Program Validation \$ 3,000.00

Conceptual Space Plan \$ 7,000.00

C. Shops/Fleet/Warehouse Tenant Improvements (+38,125 GSF):

Space Planning \$ 1,500.00

D. Civil Site Optimization \$ 5,000.00

Total Services Fee \$25,500.00

**MOULTON NIGUEL WATER DISTRICT
OPERATIONS CENTER CONSOLIDATION AND IMPROVEMENTS
PROJECT NO. 2014.015**

PROJECT OVERVIEW AND SCHEDULE

Project Component	Task Description	Estimated Completion Date	Comments
Preliminary Design	Engage Ware Malcomb	18-Jun-15	Scope of work to support planning phase only
	Conduct Site Tour	1-Jul-15	Tour the Western Municipal Water District
	Refine the Building Size	9-Jul-15	With consultation and review from Ad-Hoc
	Develop/Update Site Plans, Floor Plans, and Building Elevations	6-Aug-15	
	Update Project Budget	13-Aug-15	
	Present Preliminary Design Concept	Aug-15	Presentation to Board of Directors at Special Meeting
Planning Submittal	Submit Preliminary Planning Application	12-Jun-15	Based on tentative planning documents reviewed by Ad-Hoc
	Issue RFP for CEQA consultant, including necessary studies	Jul-15	
	Award CEQA Contract	Aug-15	
	Review and Adopt CEQA Document	Jan-16	
	Submit for Conditional Use Permit from the City of Laguna Hills	Jan-16	On-going coordination with the City of Laguna Hills during the CEQA process
Final Design and Construction Documents	Award Project Manager Contract	Aug-15	Provide project management services for design and construction activities
	Review Options for Construction Contract Vehicle	Sep-15	Options include traditional design-bid-build, design-build, etc.
	Engage firm(s) to prepare construction package	Nov-15	Outcome based on selected contracting vehicle
	Finalize Design and Begin Construction	TBD	Based on contracting vehicle and permitting status
Public Outreach	Kick-off Meeting with Neighbors	4-Jun-15	Provided overall direction for Plant 2A site and obtained early feedback for consideration
	Hold Public Review Forum	Aug-15	Following Board Special Meeting to review preliminary design concepts
	Monthly Status Meetings	Starting Sep-15	Hold status meetings during planning phase to review status and discuss project development
	On-going Communications	On-Going	Provide project overview and status updates via customer communications, i.e. newsletter.



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** June 15, 2015

FROM: Marc Serna, Director of Engineering and Operations
Todd Dmytryshyn, Senior Engineer

SUBJECT: Encantamar Pipeline Abandonment Construction Contract Award

DIVISION: 4

SUMMARY:

Issue: Board action is required for the Notice Inviting Sealed Proposals (Bids) for the Encantamar 16" Abandonment, Project No. 2014.004.

Recommendation: It is recommended that the Board of Directors award the construction services contract for the Encantamar 16" Abandonment Project No. 2014.004 to Ferreira Construction Co., Inc. in the amount of \$68,786; 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. 2014.004 is budgeted in Fund 7, Rehabilitation and Replacement with a current project budget of \$75,000. The proposed project budget is \$90,665. The difference in project budget of \$15,665 will be bridged through project savings in Project No. 2013.007.

BACKGROUND:

The Encantamar 16-inch diameter (16") easement pipeline is a ductile iron pipe that was constructed in 1986. The pipeline is no longer required for adequate operation of the District's potable water distribution system. This project abandons the existing 16" ductile iron pipeline from the Bear Brand Pump Station to its termination in Mar Y Sol road.

Construction documents for the Encantamar 16" Abandonment project were prepared by District staff. The work generally includes: excavation, removal of existing valves and fittings, capping of pipe ends, slurry fill abandonment of approximately 500 feet of 16" ductile iron pipe, installation of 10 feet of new pipe, and surface restorations upon completion of the work.

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Encantamar Pipeline Abandonment Construction Contract Award

June 15, 2015

Page 2 of 2

DISCUSSION:

A request for bids was issued to five qualified pipeline contractors. On May 12, 2015, the District received five sealed bids. The table below summarizes the bids received:

Firm	Bid
Ferreira Construction Co., Inc.	\$68,786
Kennedy Pipeline Construction	\$87,720
GCI Construction, Inc.	\$88,550
Shoffeitt Pipeline, Inc.	\$89,668
T.E. Roberts, Inc.	\$137,700
Engineer's Estimate	\$55,000

Staff has determined that the lowest responsible and responsive bidder is Ferreira Construction Co., Inc. Staff has completed its review of the contract documents and has determined that they are in order. Ferreira Construction Co., Inc. 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				
Construction	\$60,000	\$68,786	\$6,879	\$75,665
Legal, Permits, District Labor	\$15,000	\$15,000	\$0	\$15,000
Totals	\$75,000	\$83,786	\$6,879	\$90,665

Currently Proposed Amount

Attachment: Exhibit A – Location Map



Path: c:\GIS\Projects\Projects_2014\16\"/>



- Encantamar 16" Abandonment
- Existing Waterline



**Encantamar 16" Abandonment
Project No. 2014.004
Location Map
Exhibit "A"**

Scale = 1:1,000



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** June 15, 2015

FROM: Marc Serna, Director of Engineering & Operations
Brad Bruington, Superintendent of Utilities Maintenance

SUBJECT: On-Call Service Agreement for Sewer Line Repairs

DIVISION: District-wide

SUMMARY:

Issue: Staff requires authorization to enter into a multi-year service agreement for sewer pipeline repairs to be performed on an on-call basis.

Recommendation: It is recommended that the Board of Directors authorize the General Manager to execute the On-Call Service Agreement for Sewer Short Liner Repairs with Tunnelworks Services, Inc., for the not-to-exceed amounts of \$125,000 for FY 2015-16 and \$50,000 for FY 2016-17, for a total not-to-exceed Agreement amount of \$175,000.

Fiscal Impact: Sufficient funds are included in the applicable FY 2015-16 and FY 2016-17 Budgets.

BACKGROUND:

The District’s sewer collection system consists of approximately 530 miles of sewer pipeline. On an ongoing basis, the District’s Collection Crew conducts sewer condition inspections and cleaning, averaging approximately 70 miles per year of sewer pipeline assessments. Through these assessments, staff has identified approximately 20 segments of sewer pipeline that are in need of repair and will continue to identify existing damage through its systematic inspections.

Traditionally, sewer pipeline repairs consisted of costly point repair efforts which included excavation, pipeline construction, city permitting and inspections, as well as costly asphalt and concrete repairs, which impacted the District’s customers through road closures and construction traffic.

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On-Call Service Agreement for Sewer Line Repairs

June 15, 2015

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Recent developments in trenchless repair technology resulted in a spot repair methodology called short liner repair. This technology has enabled pipeline repairs to be performed via entry through existing manholes, with the repair completed on the exact point of damaged segment of sewer pipeline, with no excavation necessary. In researching the short liner technology, Staff identified a proprietary product that utilizes a UV light curing method, which enables the repair to be completed quickly (within 10-15 minutes), thereby eliminating the need for sewer by-pass in most instances. Staff has utilized this proprietary UV short liner technology on a number of sewer pipeline repairs and has found this method to be a viable, cost-effective alternative technique for short pipeline repairs with far less impact to District's customers, while providing extensive monetary savings to the District. In situations where extensive pipeline damage exists, staff assesses all alternatives to repair, including full replacement, when appropriate.

DISCUSSION:

Staff issued a Request for Proposal (RFP) to the four local contractors licensed and trained by the UV short liner manufacturer to install its short liner product and received three proposals. The table below summarizes the proposals received:

Summary of Proposals for Sewer Short Liner Repairs	
Contractor	Pricing (per repair of 8" pipe)
Tunnelworks Services, Inc.	\$1,300
Professional Pipe Services	\$1,400
Performance Pipeline Technologies	\$1,800

Staff recommends the Board authorize the General Manager to enter into a two year agreement with Tunnelworks Services, Inc., in the not-to-exceed amounts of \$125,000 for FY 2015-16 and \$50,000 for FY 2016-17, for a total not-to-exceed Agreement amount of \$175,000.

The On-Call Service Agreement for Sewer Short Liner Repairs has been reviewed and approved by District counsel. A copy of the agreement is attached for reference. The District's standard ten day termination clause is included as a provision in the agreement.

Attachment: On-Call Service Agreement for Sewer Short Liner Repairs

ON-CALL SERVICE AGREEMENT

**MOULTON NIGUEL WATER DISTRICT
UV CIPP SHORTLINER INSTALLATION
(Fiscal Year 2015-16 – Fiscal Year 2016-17)
Agreement No. OM15-16.005**

This ON-CALL SERVICES AGREEMENT (the “Agreement”) is approved and entered into as of July 1, 2015 (the “Effective Date”), by and between the MOULTON NIGUEL WATER DISTRICT, hereinafter called “District”, and TUNNELWORKS SERVICES, INC., hereinafter called “Contractor”. District and Contractor are sometimes referred to in this Agreement individually as a “party” or jointly as the “parties.”

RECITALS

A. District requires individual UV CIPP shortliner installation projects to be performed in certain areas throughout the District on an on-call basis, as needed, during the fiscal year 2015-16 through fiscal year 2016-17. This Agreement, as well as each Work Order issued pursuant to Section 1, establish the terms and procedures that will apply to this work.

B. Contractor has submitted a cost proposal and schedule of work items to District for the UV CIPP shortliner installation projects, and Contractor is willing to provide the services in accordance with that proposal.

NOW, THEREFORE, District and Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF SERVICES; PRICE; PERFORMANCE STANDARDS.**

a. Contractor shall perform the UV CIPP shortliner installation work (the “Work”) in accordance with the Scope of Work, and the District’s General Provisions set forth in attached **Exhibit 1** and the other terms of this Agreement from time to time as directed by District pursuant to a work order for specific installation work during the contract term (“Work Order”).

b. As the need for Work arises, as determined by District, District’s representative may issue Contractor a written Work Order indicating: (a) Contractor’s availability to perform the Work; (b) the not-to-exceed price to perform the services/work requested in accordance with the rate schedule (“Rate Schedule”) shown in **Exhibit 2** hereto and incorporated herein by this reference; and (c) the estimated time for performance of the Work. A Notice to Proceed (“NTP”) will be issued by District to Contractor, following the acceptance of the Work Order as set forth in **Exhibit 3** by Contractor’s authorized representative in writing.

c. For emergency work, as determined by District, circumstances may not allow time to perform the Work Order process described above. In such cases, a District representative will contact Contractor and request that Contractor perform emergency Work on a time and materials basis in accordance with the Rate Schedule in **Exhibit 2** and the terms and conditions of this Agreement, followed by the later issuance of the corresponding Work Order for performance.

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d. Contractor's Rate Schedule pricing includes all labor, supervision, materials, equipment, supplies, tools, incidentals, taxes, profit, overhead, bonding and insurance necessary to mobilize, complete the Work, demobilize and provide cleanup and restoration of construction and work sites.

e. Contractor acknowledges and agrees that District does not guarantee any minimum or maximum amount of Work, and District may use other contractors for the Work, in its sole discretion. This Agreement, including all attached Exhibits, as well as the terms and conditions of any municipal permits or licenses issued or applicable in connection with the Work, if any, form the Agreement between the parties. Contractor shall provide all labor, materials, tools, equipment, supplies, utilities and transportation services required to perform the Work, subject to compliance with the Agreement requirements, and complete all Work in a thorough, professional and workmanlike manner, and in accordance with the District's General Provisions (attached on **Exhibit 1**), generally accepted industry standards, and to the satisfaction of District.

f. The Work shall be done in accordance with the construction standards, the Work Order issued for each individual installation project during the term of this Agreement, and the permitting or other requirements of any governmental entity within whose jurisdiction the Work is performed, which are by this reference incorporated into this Agreement. It shall be the Contractor's responsibility to ascertain and keep informed of all such existing and future requirements of other governmental entities concerning the Work performed under this Agreement, including acquisition of necessary permits and licenses by municipalities related to the Work in public right of way and payment of the fees or costs thereof.

2. PUBLIC SAFETY.

a. Contractor shall be solely and completely responsible for conditions at the Work sites, including safety of all persons and property during performance of the Work. Contractor's operations for the Work shall be conducted so as to provide maximum safety to Contractor's employees, to the general public and District's representatives, and in compliance with all safety laws, rules and regulations of the State of California ("State"), federal, and local agencies. It is Contractor's responsibility to have a current safety program on file with District prior to commencement of any Work under this Agreement.

b. Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work that it can prosecute properly with due regard to the rights of the public. Convenient access to driveways, houses and buildings along the line of the Work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time. Contractor shall provide and maintain such fences, barriers, directional signs, lights and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the Work and to give directions to the public. Contractor shall comply with all terms of any permits issued by public agencies for the Work.

3. COMPLIANCE WITH LAW, LICENSE; STATUS.

a. Contractor shall at all times observe and comply with, and cause its agents, employees and representatives to observe and comply with, all State, federal, and local existing and future laws, rules, regulations and orders in the performance of the Work or this Agreement, including any permits issued for the Work. Contractor shall hold, maintain and keep current a valid California Contractors' State License Board (CSLB) type "A" General Engineering Contractor's License or type "C-34", Pipeline License, and meet all current licensing and registration requirements as may be required by the CSLB, the California Department of Industrial Relations (DIR) and the cities of Laguna Niguel, Aliso Viejo, Mission Viejo, Laguna Hills and Dana Point. A current copy of any required licenses will be kept on file by District.

b. Contractor must be registered with the Department of Industrial Relations pursuant to the requirements of Sections 1725.5 and 1771.1 of the California Labor Code. Contractor must provide its DIR Registration number to the District.

c. It is expressly understood that Contractor is an independent contractor and not an employee or agent of District. No permitted or required approval of District's representatives of costs, schedules, documents, or services of Contractor, or investigations thereof, will be construed as making District responsible for the manner in which Contractor performs the Work. Such approvals and investigations are intended only to give District the right to satisfy itself with the quality of work performed by Contractor. Contractor warrants that it will not represent, at any time or in any manner, that Contractor is an employee or agent of District. Contractor shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of District. Contractor shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance Contractor, as an independent contractor, is responsible for paying under federal, state or local law. Contractor is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS.

4. TIME FOR COMPLETION.

Each Work Order shall be completed in an expeditious manner from the date the Work Order and NTP is issued to Contractor, and in any event no later than the completion date listed on the Work Order. Time is of the essence in the performance and completion of the Work. Any delay in performance by Contractor of Work as scheduled shall constitute a material breach of this Agreement. Performance of any Work must be coordinated with District and local municipality to ensure minimal disruption both to the public use of right of way and to the operation of District's facilities.

5. DISTRICT OBSERVATION.

Contractor's performance of Work is subject to observation by District's representatives and inspection by local municipalities. The observation, if any, by the District's representative of the Work shall not relieve Contractor of any of obligations under the Agreement as prescribed, or Contractor's obligations to perform the Work in accordance with all terms and provisions required by municipal permits and municipal inspection standards. District shall require written evidence of municipal inspection and approval prior to District's acceptance and payment for Work under each Work Order.

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6. AGREEMENT PRICE; PAYMENT; TERM.

a. MNWD agrees to compensate Contractor for Work under any Work Order at the corresponding “unit prices” in the schedule of work items attached as **Exhibit 3**, which establishes unit prices for components of the Work listed under “description” in the schedule. There shall be no increase to the unit prices if an adjustment to the number of Contractor’s staff or service hours is needed to meet the Contract requirements for any Work Order; provided that if any work is outside the scope of work listed under “description” in the schedule of work items then District and Contractor shall utilize the unit prices listed in the schedule of work items as the basis for any adjustment of compensation for such work. The total compensation paid to Contractor during the term of this Agreement shall not exceed **One Hundred Seventy-Five Thousand (\$175,000)** (the “Agreement Maximum Amount”). Notwithstanding the foregoing, the total compensation paid for Work pursuant to separate Work Orders during the District’s 2015-16 Fiscal Year shall not exceed **One Hundred Twenty-Five Thousand (\$125,000)** and for the 2016-17 Fiscal Year, compensation shall not exceed **Fifty Thousand (\$50,000)**. The Contractor is responsible for and shall pay all sales, consumer, use, and other taxes.

b. Payments under a Work Order will be made based on submittal of invoices by Contractor, including sufficient detail on work items under the Contract pricing. Contractor's invoice will account for the location of the Work performed in addition to sufficient cost details as required by District. Subject to District’s “final acceptance” of Work under a Work Order, District will make payment to the Contractor within thirty (30) calendar days of receipt and approval of a Work Order invoice by District, provided District may withhold amounts as necessary to satisfy properly filed claims for labor or material; estimated actual costs for correcting defective work; and amounts claimed by District as forfeiture due to delay or offsets. “Final acceptance” shall be defined as the formal action by District accepting the Work under a Work Order as being complete, as evidenced by District’s executed acceptance on the Work Order form. No certificate given or payment made under the Contract shall be conclusive evidence of performance of the Contract and no payment shall be an acceptance of any defective work or improper materials.

c. Invoices will include the date or period of Work, the number of hours worked by various labor categories, the hourly billing rate per individual, a complete description of the Work performed, the total amount due and, when requested by MNWD, any support documentation sufficient to validate the charges for each invoice item. Only one bill per month shall be submitted by Contractor, showing amounts due for Contractor and each subcontractor utilized during the monthly billing period. Incomplete invoices will be returned unpaid to Contractor. Each Work Order shall be billed on a separate invoice.

d. District may withhold from each payment an amount equal to five percent (5%) of such payment amount (“Retention”) as security for adequate performance for work exceeding five thousand dollars (\$5,000) in cost. Notwithstanding the foregoing, after the Work is at least fifty percent (50%) complete, if the District’s Director of Engineering and Operations determines that the Work is satisfactorily progressing, District, in its sole discretion, may pay some or all of the remaining payments in full to the Contractor.

e. Acceptance and payment by District for the Work will not in any way relieve Contractor of its responsibility to perform the Work and the Agreement in strict accordance with State, Federal, and local law. Neither District's acceptance of, nor payment for, any Work will be

construed to operate as a waiver of any rights under the Agreement, or of any cause of action arising out of the performance of the Agreement.

f. Summary of Public Contract Code Section 20104.50. If a local public agency fails to pay an undisputed and properly submitted payment request within thirty (30) days, the agency must pay interest at the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. Each agency must review payment requests as soon as practicable to determine if they are proper and suitable for payment. If a payment request is not proper, the agency must return it to the contractor within seven (7) days, specifying in writing the reasons why it is not proper. If the agency returns an improper payment request to the contractor more than seven (7) days after receipt, the number of days available to the agency to make payments without incurring interest will be reduced by the number of days by which the agency exceeds the seven (7)-day return requirement.

g. The term of the Agreement is from the Effective Date to and including June 30, 2017 (“expiration”), unless otherwise terminated earlier by either party pursuant to Section 14.

7. PREVAILING WAGE.

a. Under the provisions of the California Labor Code, the Director of the California Department of Industrial Relations has determined the prevailing rate of wages for the locality in the Work is to be performed and DISTRICT has adopted said prevailing rate of wages. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. A copy of such prevailing wage rates shall be posted on the jobsite by CONTRACTOR.

b. Contractor shall not pay less than the specified rates to all workers employed by Contractor in the execution of the Work.

c. Contractor must be registered with the Department of Industrial Relations pursuant to the requirements of Sections 1725.5 and 1771.1 of the California Labor Code. Bids will not be accepted after March 1, 2015, and contracts/subcontracts shall not be entered into after April 1, 2015, with any contractor without proof of current registration to perform work consistent and in compliance with the requirements of Sections 1725.5 and 1771.1. Contractors shall be responsible for ensuring that each subcontractor is registered and qualified. Contracts entering into with any Contractor or subcontractor, in violation of Section 1771.1(a), shall be subject to cancellation by the DISTRICT at the sole discretion of the DISTRICT consistent with Section 1771.1(e).

d. Contractor is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Contractor shall post job site notices, pursuant to the requirements set forth in the Labor Code and related applicable regulations, including but not limited to, those provisions addressing the posting of notice relating to prevailing wage compliance.

f. Contractor and all subcontractors shall be responsible for furnishing those records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, pursuant to the procedures set forth in Section 1771.4 of the Labor Code.

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8. CONTRACT DOCUMENTS.

The Agreement includes all of the Agreement documents as follows: the construction standards; this Agreement; all exhibits to the foregoing documents; and, the executed Work Orders.

9. NO SUBCONTRACTORS.

Contractor agrees and represents that none of the Work will be subcontracted, and that Contractor will perform all Work. It is agreed and acknowledged that should Contractor fail to conform hereto or with any of the requirements of Section 4100 *et seq.* of the Public Contract Code, Contractor shall be subject to the applicable statutory penalties, and to the requirements of Labor Code Sections 1777.1 or 1777.7 relating to payment of wages to ineligible subcontractors' employees, and the corresponding return of all subcontracting payments to District.

10. BONDS

a. All bonds required hereunder shall be in the amount of 100% of the Agreement Maximum Amount, and shall be in such form, and with such California corporate surety, as are satisfactory to the District, in the District's sole discretion. The amount of the bonds shall be increased in accordance with any increase in the Agreement Maximum Amount as established by a Change Order to the Agreement. Contractor shall deliver all bonds required hereunder to the District prior to the commencement of Work, or if the Work is commenced prior thereto in response to a notice to proceed, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the District that such bonds will be issued.

b. Contractor shall furnish a payment bond approved by District as required by Section 9550 of the Civil from a single surety licensed and admitted in the State with an agent for service of process in California. Contractor shall pay the cost of obtaining the payment bond and Contractor shall use District's form for the payment bond, which is attached as **Exhibit 3.**

c. Contractor shall furnish a performance bond securing the faithful performance of the Agreement covering the Work. Contractor shall pay the cost of obtaining the performance bond and Contractor shall use District's form for the performance bond, which is attached as **Exhibit 4.**

d. Nothing in the insurance requirements set forth in this Agreement or under the bonding terms is to be construed as limiting the liability of Contractor or Contractor's insurers or sureties. Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages or other costs to District, or any persons or property, resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible, including Contractor's subcontractors, if any.

11. INSURANCE

a. In addition to the requirements set forth herein, during the entire term of the Agreement, Contractor will pay for and maintain, in full force and effect, all insurance required by District as listed in this Section 11. Contractor shall not commence Work under the Agreement until it has obtained all insurance required by the Agreement. Two (2) sets of originally executed certificates of insurance and all required endorsements evidencing the required coverage detailed

in this Section 11 shall be provided by Contractor with the Contractor’s executed copy of this Agreement, and prior to commencement of any Work.

b. The general liability and business automobile insurance will be comprehensive in form, and extend through 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 District prior to any cancellation of such policies. All insurance will be issued and underwritten by insurance companies having 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 District. Contractor 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 Contractor’s first or primary policy. *All policies shall name Moulton Niguel Water District, City of Aliso Viejo, City of Dana Point, City of Laguna Hills, City of Laguna Niguel, City of Mission Viejo, and each of their directors, elected officials, officers, employees and agents, and any other public entities issuing permits for entry in public right of way to perform the Work, and owners of record of all property on which entry will be made to perform the Work as additional insureds thereunder (“Additional Insureds”).* All of the policies of insurance provided hereunder shall be primary insurance and not contribute with any other insurance maintained by the Additional Insureds, and the insurer shall waive all rights of subrogation and contribution it may have against the Additional Insureds; these requirements shall be set forth in endorsements to policies. In the event any of said policies of insurance are canceled, Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 11 to District.

c. In the event District consents, and Contractor subcontracts any portion of the Work under the Agreement, the Agreement between Contractor and such subcontractor shall require the subcontractor to maintain the same policies, limits and terms of insurance that Contractor is required to maintain pursuant to this Section, in accordance with all of the requirements of this Section.

d. Contractor shall take out and maintain at all times during the Agreement the following policies of insurance, which shall comply with the other terms of Section 11 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 employ, **which will include the subrogation and additional insured terms and endorsements described under subsection (b) above.** 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 deliver to District the certification form attached to this Agreement as **Exhibit 6** whereby Provider acknowledges its responsibility to secure workers’ compensation insurance in conformance with the requirements of Labor Code Section 3700, et seq.
- (ii) Commercial General Liability Insurance. Commercial general liability in a combined limit of not less than \$1,000,000 per occurrence, \$2,000,000

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aggregate with such aggregate to apply separately to the Work. 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 12 of this Agreement, **as well as the subrogation, primary insurance/non-contribution and Additional Insureds terms and endorsements described under subsection (b) above.** 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 liability limits of not less than \$1,000,000 each accident. The policy shall include coverage for owned, non-owned, and hired vehicles, **and include the subrogation, primary insurance/non-contribution and Additional Insureds terms and endorsements described under subsection (b) above.**

e. Nothing in the insurance requirements set forth in this Agreement is to be construed as limiting the liability of Contractor or Contractor's insurers or sureties. Contractor agrees that the provisions of this Section 11 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages or other costs to District, or any persons or property, resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible, including Contractor's subcontractors, if any.

12. INDEMNIFICATION.

a. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend District, City of Aliso Viejo, City of Dana Point, City of Laguna Hills, City of Laguna Niguel, City of Mission Viejo, and their directors, elected officials, officers, employees and agents from and against all claims, damages, losses and expenses, and costs including costs of defense and attorneys' fees, arising out of, in connection with, or resulting from, or alleged to have arisen out of or resulted from, the performance of the Work hereunder, provided that any such claim, damage, losses and expenses is: (a) attributable to bodily injury, personal injury, sickness, disease, or death, or for damage to, or loss or destruction of, property including the loss of use resulting therefrom, and (b) caused or alleged to have been caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder (except, to the extent of the sole negligence, active negligence or willful misconduct of such indemnified party, in which case Contractor's indemnification obligation shall be reduced in proportion to the indemnified party's share of liability for its sole or active negligence or willful misconduct, if any); **or** (c) due to failure, neglect or refusal of the Contractor to faithfully perform the Work and any of the Contractor's obligations under the Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person indemnified in this Section 12. It is expressly acknowledged by the Contractor that the foregoing obligations of Contractor include the duty to defend the indemnified parties against any claims, proceedings and demands within the scope of the foregoing indemnity terms.

b. In any and all claims against the indemnified parties by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone

for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor, or any subcontractor, or other person under workers' compensation acts, disability benefit acts, or other employee acts.

c. This indemnity obligation shall survive the termination or expiration of the Agreement and the completion of the Work hereunder.

13. WARRANTY.

a. Contractor shall and hereby does warranty all Work, including materials and installation, for a period of one (1) year from the District's *final acceptance (see Section 6 (b) for definition)* of the Work under this agreement ("Warranty Period"), and shall repair and replace any and all Work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials, or that does not meet the requirements set forth in any applicable specifications, within the Warranty Period, without expense whatsoever to District and with ordinary wear and tear and unusual abuse or neglect excepted. In the event of Contractor's failure to comply with the above-mentioned conditions within seven (7) days after being notified in writing, District is hereby authorized to proceed to have the defects repaired or replaced and made good at the expense of Contractor who hereby agrees to pay the cost of and charges therefore immediately on demand. If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required by this Section 13. If Contractor cannot be contacted or does not comply with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the provisions of this Section 13, proceed to make such correction or provide such attention, and the costs of such corrections or attention shall be charged against Contractor. Such action by District will not relieve Contractor of the guarantees provided in this Section 13 or elsewhere in the Agreement.

b. This section does not in any way limit the warranty on any items for which a longer warranty is specified or on any items for which Contractor or a manufacturer or supplier gives a warranty for a longer period. The Contractor agrees to furnish District with all appropriate warranty certificates upon completion of the Work. No warranty whether provided for in this Section 13 or elsewhere shall in any way limit the liability of Contractor or its sureties or insurers under the indemnity or insurance provisions of the Agreement. This warranty obligation shall survive the termination or expiration of the Agreement as to all completed Work.

14. TERMINATION.

Either party may terminate this Agreement by providing written notice to the other party ten (10) business days in advance of the date of termination; provided, District may terminate the Agreement without any advance notice in the event Contractor is in material breach of any of the terms of this Agreement, as determined by District in its discretion. In the event Contractor terminates this Agreement, Contractor is responsible for the completion of any Work still outstanding in accordance with the terms of the Agreement. Contractor's indemnity and warranty obligations shall survive the expiration or termination of this Agreement, as well as any outstanding obligations of Contractor at the time of termination. On any termination, Contractor will be entitled to the reasonable value of the Work performed for which it has not received prior compensation under this Agreement, subject to any offset from such payment representing

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District's damages from any material breach of the terms of the Agreement by Contractor or as otherwise provided for under Section 6. In no event, will Contractor be entitled to receive compensation in excess of the compensation specified under Section 6 of this Agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

15. RECORDS.

Contractor shall preserve and retain any and all records of or related to the Work, including all records of or related to this Agreement and the Work and obligations contained herein, for a period of no less than four (4) years commencing upon final payment to Contractor under the Agreement or, if an examination, review or audit is commenced but not completed within such period, until such examination, review or audit has been completed. Additionally, pursuant to Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy such records during the three (3) year period following final work order and payment to Contractor pursuant to the Agreement. Contractor, upon request, shall make the records of the work available for the purposes described in this Section at all reasonable times during the period Contractor is required to preserve and maintain such records.

16. SUCCESSORS; ASSIGNMENT.

This Agreement is binding on the successors of the parties. This Agreement may not be assigned by Contractor except upon written consent of District.

17. ATTORNEYS' FEES.

In the event of any declaratory or other legal or equitable action instituted between District and Contractor in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party all of its attorneys' fees, and costs and expenses.

18. CLAIMS RESOLUTION.

The provisions set forth in attached **Exhibit 1**, District General Provisions, Section 9-6, shall apply to those claims governed by Public Contract Code Section 20104 *et seq.* arising out of the Agreement.

19. DISTRICT NOTICE OF THIRD-PARTY CLAIM.

In accordance with Public Contract Code Section 9201, District shall timely notify Contractor if District receives any third-party claim relating to the Work or the Contract. District shall be entitled to recover from Contractor District's reasonable costs incurred in providing such notification.

20. NOTICE.

Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person or to an officer or duly authorized representative of the other party or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Contractor: Tunnelworks Services, Inc.
13502-H Whittier Blvd.
Suite 165
Whittier, CA 90601

If to District: Notices:

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

If to District: Billing:

Moulton Niguel Water District
P.O. Box 30203
Laguna Niguel, CA 92607-0203
Attn: Purchasing
(949) 831-2500

Any notice to Contractor’s surety (or any other person) shall be addressed to the addresses provided in the Agreement or such substitute addresses in accordance with the terms provided herein. Any party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be fully delivered and received 24 hours after mailing as provided above.

21. INTEGRATION; ATTACHMENTS.

This Agreement supersedes any and all agreements between the parties hereto which are prior in time to this Agreement. Neither District nor Contractor shall be bound by any understanding, agreement, promise, representation or stipulation expressed or implied not specified herein. The Exhibits attached hereto are incorporated herein as part of this Agreement, and all executed work orders are deemed to form part of the Agreement terms upon execution.

22. PARTIAL INVALIDITY.

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

23. AMENDMENTS.

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No addition to or modification of any provision contained in the Agreement shall be effective unless fully set forth in a writing signed by both District and Contractor.

24. GOVERNING LAW; VENUE.

The Agreement shall be construed in accordance with and governed by the laws of the State. In the event of any legal action to enforce or interpret the Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

25. DUE AUTHORITY OF SIGNATORIES; COUNTERPARTS.

Each person signing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the party he or she represents to execute, and thereby bind such party to, this Agreement. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original and both of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

26. 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.

27. INTERPRETATION.

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

“DISTRICT”:

MOULTON NIGUEL WATER DISTRICT

By: _____
Title: General Manager

“CONTRACTOR”:

By: _____
Title: Authorized Officer/Representative*

* Complete and attach one of the following: Corporate Certificate executed by Corporate Secretary; or, Notarization of Authorized Officer/Representative signature

[Signature page for UV CIPP Shortliner Installation Services Agreement]

#7.

CORPORATE CERTIFICATE*

I, _____, certify that I am the Secretary of the corporation named as Contractor in the foregoing Agreement; that _____, who signed said Agreement on behalf of Contractor, 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)

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

EXHIBIT 1

Scope of Work and General Provisions

#7.

EXHIBIT A, SCOPE OF WORK

ULTRAVIOLET LIGHT (UV) CURED CIPP (SHORT LINER)

PART 1 -GENERAL

- A. These specifications include the minimum requirements for the spot repair of sanitary sewer pipelines by the installation of 4-foot long, UV Cured-In-Place Pipe (CIPP), within the existing defective pipe, at various locations, and for various pipe sizes (6"-33"), throughout the District. UV cured CIPP shall be Cosmic "Quickseal" Laminator; or equal.
- B. The rehabilitation of pipelines shall be done by the installation of a resin-impregnated flexible mat which, when cured, shall be continuous and tight-fitting throughout the section of the original pipe being repaired. The liner shall provide a structurally sound, joint-less and water-tight new pipe within a pipe. The Contractor is responsible for proper, accurate and complete installation of the CIPP.
- C. The Contractor shall cleanup and restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and property owners or tenants.
- D. The prices submitted by the Contractor, shall include all costs of labor, equipment, and materials, for the various bid items for furnishing and installing, complete in place, CIPP in accordance with these specifications. All items of work not specifically mentioned herein which are required by the contractor to make the product perform as intended, and deliver the final product as specified herein, shall be included in the respective lump sum and unit prices bid.
- E. It shall be mandatory for the Contractor to whom the work is awarded, and upon any subcontractor, to pay not less than the prevailing rate of wages as determined by the Director of the California Department of Industrial Relations in the locality in which the work is to be performed.
- F. The Contractor to whom this project is awarded must possess a Class "A" or C-34 Contractors License, issued by the State of California, which is current and full.
- G. Aside from any required traffic control, all work under this contract shall be performed directly by employees of the Contractor to whom the work is awarded. Subcontracting of the work shall not be allowed under any circumstance (except for traffic control as stated above).
- H. All liner materials shall have been tested and certified to comply with the Standard Specifications for Public Works Construction Section 210-2.3.3 for chemical resistance.

- I. **Contractors submitting a quotation for the work described herein, shall also submit all required plans, information, and qualifications as described in Paragraph 1.3 of this specification. This information will be considered by the District as part of the award process. Quotations submitted without all of the required information described in Paragraph 1.3, may be considered non-responsive.**

1.1 DESCRIPTION OF WORK AND PRODUCT DELIVERY

- A. These specifications cover all work necessary to furnish and install, 4-foot long, UV cured, sectional repair liner at various locations throughout the District. The Contractor shall provide all materials, labor, equipment, and services necessary for traffic control, bypass pumping and/or diversion of sewage flows, cleaning and television inspection of sewers to be lined, liner installation, reconnection of service connections, all quality controls, provide samples for performance of required material tests, final television inspection, and warranty work, all as specified herein.
- B. The CIPP shall be free of all defects that will affect the long term life and operation of the pipe.
- C. The CIPP shall be designed for a life of 50 years or greater.
- D. The CIPP shall have a minimum thickness of 4.2 mm.
- E. The installed CIPP shall have a long term (50 year) corrosion resistance to the typical chemicals found in domestic sewage.
- F. All existing service connections and any other service laterals shall be re-opened robotically, or by hand in the case of man-entry size piping, to their original shape and to 90% of their original capacity. All over-cut service connections will be properly repaired to meet the requirements of these specifications.
- G. Testing and warranty inspections shall be executed by the District. Any defects found shall be repaired or replaced by the Contractor.
- H. The Contractor shall furnish all samples for product testing at the request of the District. The District shall take possession of the samples for testing and shall maintain the chain of custody, deliver the samples to an approved laboratory, and pay for all material and product testing performed under this contract.

1.2 REFERENCES

The following documents form a part of this specification to the extent stated herein and shall be the latest editions thereof. Where differences exist between codes and standards, the requirements of these specifications shall apply. All references to codes and standards shall be to the latest revised version.

ASTM - F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by

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Exhibit A, Scope of Work OM15-16.005 – UV CIPP Installation Services

the Inversion and Curing of a Resin-Impregnated Tube

ASTM - F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull in and inflate and Curing of a Resin-Impregnated Tube

ASTM - D543 Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents ASTM - D638 Standard Test Method for Tensile Properties of Plastics

ASTM - D790 Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials

ASTM - D792 Standard Test Methods for Density and Specific Gravity of Plastics by displacement.

ASTM - F2019-03 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)

ASTM - D2122-98(2004) Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

ASTM F2561 - 06 Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner

ASTM - D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

ASTM -D3567-97(2002) Standard Practice for Determining Dimensions of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings

ASTM - D3681 Standard Test Method for Chemical Resistance of “Fiberglass (Glass Fiber Reinforced Thermosetting Resin) Pipe in a Deflected Condition

ASTM - D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe

1.3 PERFORMANCE WORK STATEMENT (PWS) PACKAGE (Exhibit B)

Contractor shall submit all information required in this Section (1.3) as part of the Contractor’s Proposal submittal. This information will be considered by the District as part of the award process. Failure to submit any of the information required by this Section, may be used as grounds for rejection of a submitted quotation.

- A. Clearly indicate that the CIPP will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.
- B. A detailed installation plan describing all preparation work, cleaning operations, pre-CCTV inspections, by-pass pumping, traffic control, installation procedure, curing procedure,

- service reconnection, quality control, testing to be performed, final CCTV inspection, warranties furnished and all else necessary and appropriate for a complete CIPP liner installation.
- C. Contractor's description of the proposed CIPP lining technology, including a detailed plan for identifying all active service connections, and maintaining service during mainline installation to each home connected to the section of pipe being lined, including temporary service if required.
- D. A description of the CIPP materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications, including but not limited to the following.
1. Glass Laminate Mat – including the manufacturer and description of product components.
 2. Raw Resin Data - including the manufacturer and description of product components.
 3. Manufacturers' shipping, storage and handling recommendations for all components of the CIPP System.
 4. All MSDS sheets for all materials to be furnished for the project.
 5. Curing Procedure
 6. Design thickness of CIPP (each pipe size) based upon ASTM F1216
- E. A statement of the Contractor's experience. The Contractor shall have a minimum of 2 years of experience installing UV cured CIPP of similar size as contained in this contract. The Contractor shall also have a minimum of 100 repairs using UV cured CIPP short liner installation in service. The installer's superintendent shall have a least 2 years of active experience with commercial installations of UV cured CIPP short liner. The name and experience of the superintendent performing work on this contract shall be submitted with the PWS. Personnel which are replaced by the Contractor on this contract, shall have similar, verifiable experience as the personnel originally submitted for the project.
- F. Submittals shall include information on the cured-in-place pipe intended for installation and all tools and equipment required for a complete installation. The PWS shall identify which tools and equipment will be redundant on the job site in the event of equipment breakdown. All equipment to be furnished for the project, including proposed back-up equipment, shall be clearly described. The Contractor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process.
- G. A detailed description of the Contractor's proposed procedures for removal of any existing blockages in the pipeline that may be encountered during the cleaning process.

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Exhibit A, Scope of Work OM15-16.005 – UV CIPP Installation Services

- H. A statement of local presence, including location of staff, and ability to respond to emergencies within 24 hours of being contacted by the District.
- I. Certified material test results shall be submitted that confirms all materials to be used conform to these specifications, including certified test results demonstrating compliance with Standard Specifications for Public Works Construction (GreenBook) Chemical Resistance Test as described in Section 210-2.3.3.
- J. The Contractor shall submit a proposed Safety Plan to the District, identifying all competent persons. The plan shall include a description of a daily safety program for the job site and all emergency procedures to be implemented in the event of a safety incident. All work shall be conducted in accordance with the Contractor's submitted Safety Plan.
- K. Submit a list of at least three (3) references with phone numbers and contact names, for projects in which UV cured CIPP was installed. The District may contact the submitted references to verify performance on the previously completed work.
- L. All Contractor's submitting proposals shall be certified installers of the UV cured CIPP short liner being furnished. Submit documentation of proof of certification (by manufacturer) for review by the District.

1.4 SAFETY

- A. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies, and shall secure the site for the working conditions in compliance with the same. The Contractor shall erect such signs and other devices as are necessary for the safety of the work site.
- B. The Contractor shall perform all of the Work in accordance with applicable OSHA standards. Emphasis shall be placed upon the requirements for entering confined spaces and with the equipment being utilized for pipe repair.

1.5 CIPP REPAIR/REPLACEMENT

- A. Occasionally installations will result in the need to repair or replace a defective CIPP. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be as recommended by the CIPP system manufacturer and shall be submitted as part of the PWS.
- B. Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.
- C. Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.

- D. Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

1.6 WARRANTY

- A. The materials used for the project shall be certified by the manufacturer for the specified purpose. The Contractor shall warrant the liner material and installation for a period of one (1) year. During the Contractor warranty period, any defect which may materially affect the integrity, strength, function, and/or operation of the pipe, shall be repaired at the Contractor's expense in accordance with procedures included in Section 1.5 CIPP Repair/Replacement and as recommended by the manufacturer.
- B. On any work completed by the contractor that is defective and/or has been repaired, the contractor shall warrant this work for (1) year in addition to the warrantee required by the contract.

1.7 ENCROACHMENT PERMITS

- A. Work within public right-of-way will require an encroachment permit issued by the City where the work is taking place. The District will be responsible for obtaining the permit. The Contractor shall be responsible for pulling the permit from the City, and submitting all insurance documents which may be required. The Contractor is responsible for complying with all provisions of the encroachment permit as part of this contract.
- B. Work conducted near freeway on/off ramps will require an encroachment permit from Caltrans. The District will be responsible for obtaining the permit. The Contractor shall be responsible for pulling the permit, submission of all required insurance documents, and complying with all permit requirements.

1.8 CITY BUSINESS LICENSE

The Contractor is responsible for obtaining a business license from the City in which the work is occurring. The cost of the business license is the responsibility of the Contractor. No additional compensation to the contract shall be provided.

1.9 TRAFFIC

The Contractor is responsible for providing traffic control, in accordance with the WATCH Manual, during liner installation. Should a street closure be required, the Contractor shall prepare a traffic control plan and submit it to the City in which the work is occurring for approval, prior to proceeding with liner installation.

PART 2 -PRODUCTS

2.1 MATERIALS

- A. The sectional liner product shall be a Glass Fiber Composite (GFC) laminate with a resin

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Exhibit A, Scope of Work OM15-16.005 – UV CIPP Installation Services

that is cured using ultra-violet light. The tube (or mat) shall be 4-foot in length, and when mounted on the packer, epoxy or other adhesive products shall be used at the ends to secure a permanent bond between the sectional liner and the existing pipe. UV cured CIPP shall be Cosmic “Quick Seal”; or equal.

- B. The CIPP System must be chemically resistant to withstand internal exposure to domestic sewage, and shall meet the chemical resistance requirements of Standard Specifications for Public Works Construction Section 210-2.3.3.
- C. All materials shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations, shall be approved by the District. All damaged materials shall be promptly removed from the project site at the Contractor’s expense and disposed of in accordance with all current applicable agency regulations.

2.2 FIBERGLASS MAT

- A. The fiberglass mat shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F 1216, ASTM F 1743, ASTM D 5813 & ASTM F2019. The fiberglass mat shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and the curing process, have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections.
- B. The fiberglass mat shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
- C. The fiberglass mat shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The mat shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall verify the lengths in the field prior to ordering of the mat (if a repair section longer than 4-feet is required), to ensure that the mat will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipelines in the field prior to ordering liner, so that the liner can be installed in a tight-fitted condition.
- D. The mat shall be factory impregnated with resin.
- E. No material shall be included in the fiberglass mat that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the mat fabric and the activated resin containing a colorant.

- F. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry, or resin lean areas.
- G. The nominal fiberglass mat wall thickness shall be 4.2 mm.

2.3 RESIN

- A. The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system, or epoxy and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.

2.4 STRUCTURAL REQUIREMENTS

- A. The CIPP shall be designed as per ASTM F1216 appendices. Minimum thickness shall be 4.2 mm. The CIPP design shall assume no bonding to the original pipe wall.
- B. The cured pipe material (CIPP) shall, at a minimum, meet or exceed the structural properties, as listed in 2.5 below. .

2.5 MINIMUM PHYSICAL PROPERTIES

Property	Test Method	Cured Composite Per ASTM F1216
Flexural Modulus of Elasticity	ASTM D-790	725,000 psi
Flexural Strength	ASTM D-790	6,500 psi
Tensile Strength	ASTM D-638	9,000 psi

- A. The required structural CIPP wall thickness shall be based, as a minimum, on the physical properties of the cured composite, in accordance with the Design Equations contained in the appendix of the ASTM standards (F1216), and the following design parameters:

Design Safety Factor	2.0 (1.5 for pipes 36" or larger)
Creep Retention Factor	50%
Ovality	2% or as measured by field inspection
Constrained Soil Modulus	1,000 psi
Groundwater Depth	Ground surface
Live Load	H-20
Soil Load (assumed)	120 lb/cu Ft
Minimum Service Life	50 years
Pipe condition	Fully deteriorated
k enhancement factor	7

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Exhibit A, Scope of Work OM15-16.005 – UV CIPP Installation Services

- B. The Contractor shall submit with their quotation for the work (see 1.3), certification of compliance with these specifications. Certified material test results shall be included that confirm that all materials conform to these specification. Materials not complying with these requirements will be rejected.

PART 3 -INSTALLATION

3.1 CONSTRUCTION REQUIREMENTS

- A. Preparation, cleaning, inspection, sewage by-passing. The Contractor shall clean the interior of the existing host pipe prior to installation of the CIPP liner. All debris and obstructions, that will affect the installation and the final CIPP product delivery to the District, shall be removed and disposed of properly by the Contractor
- B. The Contractor may, under the direction of the District, utilize any of the existing manholes in the project area as installation access points. If a street must be closed to traffic because of the location of the sewer, the Contractor shall furnish a detailed traffic control plan and all labor and equipment necessary to manage traffic and carry out the CIPP liner installation. The plan shall be in conformance with the requirements of the local agency having jurisdiction over traffic control and the WATCH manual.
- C. Cleaning of Pipe Lines - The Contractor shall remove all internal debris from the pipe line that will interfere with the installation and the final product delivery of the CIPP as required in these specifications. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. Moving material from manhole section to manhole section shall not be allowed. As applicable, the contractor shall either plug, or install a flow bypass pumping system to properly clean the pipe lines. Precaution shall be taken by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor.
- D. By-passing Existing Sewage Flows - The Contractor shall provide for the flow of existing mainline and service connection effluent around the section or sections of pipe designated for CIPP installation. With most small diameter pipelines, particularly on terminal sewers, plugging will be adequate but must be monitored on a regular basis to prevent backup of sewage into adjacent homes. Service connection effluent may be plugged only after proper notification to the affected residence and may not remain plugged overnight. Installation of the liner shall not begin until the Contractor has installed the required plugs or a sewage by-pass system, and all pumping facilities have been installed and tested under full operating conditions including the bypass of mainline and side sewer flows. Once the lining process has begun, existing sewage flows shall be maintained until the resin/felt tube composite is fully cured, televised, and the ends finished. The Contractor shall coordinate sewer bypass and flow interruptions with the District at least 14 days in advance and with the property owners and businesses at least 1 business day in advance. The pump and bypass lines shall be of adequate capacity and size to handle peak flows. For pumped by-passes, the Contractor will be required to have redundant pumping

equipment on site, and shall be responsible for furnishing all temporary power required. The Contractor shall submit a detail of the bypass plan and design to the District before proceeding with any CIPP installation.

- E. Contractor shall perform post-cleaning video inspections of the pipelines. Only PACP certified personnel trained in locating breaks, obstacles, and service connections by closed circuit television, shall perform the inspection. The Contractor shall provide the District a copy of the pre-cleaning and post-cleaning video and suitable log, in digital format, for review prior to installation of the CIPP and for later reference by the District.
- F. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions that will interfere with the installation and long-term performance of the CIPP.
- G. The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.
- H. After cleaning, the Contractor shall field measure the ID of the existing pipe, prior to ordering the liner, to ensure that the liner utilized will be of the correct dimension.
- I. Verify through CCTV inspection the length of liner required to repair the damaged pipe area prior to ordering the liner.

3.2 INSTALLATION OF LINER

- A. The CIPP Liner shall be installed and cured in the host pipe per ASTM F2599 and the manufacturer's specifications, as described and submitted in the PWS and generally as follows:
 - 1. Bonding Agent – If accessible, the edges of the laminate shall be coated with an additional suitable bonding agent to ensure a seal between the sectional liner laminate, and the mainline pipe to be repaired.
 - 2. Liner Installation – Liner shall be securely attached to a winch and pulled into place taking care not to exceed pulling forces as stated in manufacturer's installation protocol.
 - 3. Liner shall be inflated per manufactures inflation process. Once inflated to working pressures, the liner shall fit tightly against the host pipe.
 - 4. Pre-Curing Inspection – Once working inflation pressures are reached, the liner shall be inspected by an integrated CCTV on the light assembly, checking for proper fit and expansion of the liner.
 - 5. Curing Speeds – Curing speeds will be as identified in the manufacturer's proposal.
 - 6. Integrated Camera – The integrated CCTV camera on the light assembly will

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Exhibit A, Scope of Work OM15-16.005 – UV CIPP Installation Services

inspect post curing operations, fit of the liner, and any problems that may have occurred during the curing process.

- B. All light train sensor readings, recorded by the tamper proof computer, shall provide output documenting the cure along the entire length of the installed liner. The cure procedure shall be in accordance with the manufacturer's recommendation as included in the PWS submission by the contractor.

3.3 FINISH

- A. The installed CIPP shall be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles, and de-lamination. The CIPP shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.
- B. Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense, in accordance with the procedures submitted under Section 1.5 CIPP Repair/Replacement.
- C. The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
- D. If any of the service connections leak water between the host pipe and the installed liner, the connection mainline interface shall be sealed to provide a water tight connection.

3.4 MANHOLE CONNECTIONS AND RECONNECTIONS OF EXISTING SERVICES

- A. A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole/wall interface in accordance with the CIPP System manufacturer's recommendations.
- B. Existing services shall be internally or externally reconnected unless indicated otherwise in the contract documents.
- C. Reconections of existing services shall be made after the CIPP has been installed and fully cured. It is the Contractor's responsibility to make sure that all active service connections are reconnected.
- D. External reconections are to be made with a tee fitting in accordance with CIPP System manufacturer's recommendations. Saddle connections shall be seated and sealed to the new CIPP using grout or resin compatible with the CIPP.
- E. A CCTV camera and remote cutting tool shall be used for internal reconections. The machined opening shall be at least 90 percent of the service connection opening and the bottom of both openings must match. The opening shall not be more than 100 percent of the service connection opening. The edges of the opening shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris. In all cases the invert of the

sewer connection shall be cut flush with the invert entering the mainline.

- F. In the event that service reinstatements result in openings that are greater than 100 percent of the service connection opening, the Contractor shall install a CIPP type repair, sufficient in size to completely cover the over-cut service connection. No additional compensation will be paid for the repair of over-cut service connections.
- G. Coupons of pipe material resulting from service tap cutting shall be collected at the next manhole downstream of the pipe rehabilitation operation prior to leaving the site. Coupons may not be allowed to pass through the system.

3.5 TESTING OF INSTALLED CIPP

- A. The physical properties of the installed CIPP may be verified by the District through field sampling and laboratory tested. All materials for testing shall be furnished by the Contractor to the District. All material testing shall be performed at the District's expense, by an independent third party laboratory selected by the District, as recommended by the CIPP manufacturer. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents.

Physical properties will be tested in accordance with ASTM F1216 or ASTM F1743 Section 8.

Thickness of the samples shall be determined as described in Paragraph 8.1.6 of ASTM F1743. The minimum wall thickness shall not be less than 90% of the calculated design thickness.

Test results which do not meet the requirements of this specification, shall be cause for rejection of the installed liner system.

3.6 FINAL ACCEPTANCE

- A. All CIPP sample testing and repairs to the installed CIPP as applicable, shall be completed before final acceptance, meeting the requirements of these specifications and documented in written form.
- B. The Contractor shall perform a detailed closed-circuit television inspection in accordance with ASTM standards, in the presence of the District, after installation of the CIPP liner and reconnection of the side sewers. A radial view (pan and tilt) TV camera shall be used. The finished liner shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects. Unedited digital documentation of the inspection shall be provided to the District within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges. Immediately prior to conducting the closed circuit television inspection, the Contractor shall thoroughly clean the newly installed liner removing all debris and build-up that may have accumulated, at no additional cost to the District.

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Exhibit A, Scope of Work OM15-16.005 – UV CIPP Installation Services

- C. Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewage from entering the line during the inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.

3.7 MEASUREMENT AND PAYMENT

- A. Liner Installation – Per each - for each pipe size category (6"-33") - Includes all mobilization, labor, equipment, materials, plugging of sewer main, pre and post cleaning, pre and post CCTV inspection, and traffic control as required for the complete installation of a 4-foot CIPP spot repair.
- B. 3-Inch Pump Sewage By-pass – Per Each – Includes all labor, equipment and materials required, to implement a sewage by-pass plan for each spot repair location, providing redundant pumping equipment, and furnishing temporary power.
- C. 4-Inch Pump Sewage By-Pass – Per Each – Includes all labor, equipment and materials required, to implement a sewage by-pass plan for each spot repair location, providing redundant pumping equipment, and furnishing temporary power.
- D. Service Reconnections – Per each – Includes reconnecting existing live sewer service connections to the installed CIPP.

****END OF SECTION****

District General Provisions

4-1 WORK TO BE DONE

The Work to be done consists of furnishing all transportation, labor, materials, tools, equipment, services, permits, utilities and all other items which are necessary or appurtenant to construct and complete the entire project and construct the project designated in the Contract Documents, and to leave the grounds in a neat and presentable condition.

4-3 OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the Work. Where such obstructions consist of improvements not required by law to be removed by the Owner thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense except as otherwise specifically provided in the Contract Documents.

4-4 UTILITIES

The Engineer/Architect has endeavored to determine the existence of utilities at the site of the Work from the records of the Owners of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown on the Plans. The service connections to these utilities are not shown on the Plans.

The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work. If the Contractor discovers Utility facilities not identified in the Plans or Specifications or in a position different from that shown in the Plans and Specifications, he shall immediately notify in writing the Owner's Representative and the Owner of the Utility facility.

The Owner shall have the responsibility for the timely removal, relocation, protection, and temporary maintenance of existing main or trunkline Utility facilities which are not indicated in the Plans and Specifications with reasonable accuracy.

In case it would be necessary to remove, relocate, protect, or temporarily maintain a Utility because of interference with the Work, the Work on such Utility shall be performed and paid for as follows:

When it is necessary to remove, relocate, protect, or temporarily maintain an existing main or trunkline Utility facility not indicated in the Plans and Specifications with reasonable accuracy, the Owner will compensate the Contractor for the cost of locating, for the costs of repairing damage not due to the failure of the Contractor to exercise reasonable care, for the costs of removing, relocating, protecting, or temporarily maintaining such Utility facilities, and for the costs for equipment on the site necessarily idled during such Work. These costs, the Work to be done by the Contractor in locating, removing, relocating, protecting or temporarily maintaining such Utility facilities shall be covered by a written change order conforming to the provisions of Section 4.2, CHANGES IN THE WORK, and Section 9.1, PAYMENT FOR CHANGES IN THE WORK. The Owner may make

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changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, protect, or temporarily maintain such Utility facilities or to reduce the costs of the Work involved in removing, relocating, protecting or temporarily maintaining such Utility facilities. Changes in alignment and grade will be ordered in accordance with Section 4.2, CHANGES IN THE WORK. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by a failure of the owner of the utility to provide for removal or relocation of such facility.

When it is necessary to remove, relocate, protect, or temporarily maintain a Utility (other than (1) existing main or trunkline Utility facilities not indicated in the Plans and Specifications with reasonable accuracy, or (2) existing service laterals or appurtenances when their presence cannot be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work) the cost of which is not required to be borne by the Owner thereof, the Contractor shall bear all expenses incidental to the Work on the Utility or damage thereto. The Work on the Utility shall be done in a manner satisfactory to the Owner thereof; it being understood that the Owner of the Utility has the option of doing such Work with his own forces, or permitting the Work to be done by the Contractor. No representations are made that the obligations to remove, relocate, protect, or temporarily maintain any Utility and to pay the cost thereof is or is not required to be borne by the Owner such Utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the Owner of the Utility.

The right is reserved to governmental agencies and to Owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

4-5 PLANS AND SPECIFICATIONS FURNISHED BY THE OWNER

The Owner will furnish to the Contractor free of charge all copies of Plans and Specifications reasonably necessary for the execution of the Work. The Contractor shall keep one set of Plans and Specifications in good order available to the Owner's Representative at the site of the Work.

5-1 AUTHORITY OF THE OWNER'S REPRESENTATIVE

The Owner's Representative shall decide any and all questions which may arise as to the interpretation of the Plans and Specifications and shall have authority to disapprove or reject materials and equipment furnished and Work performed which, in his opinion, is not in accordance with the Contract Documents.

5-4 MANUFACTURER'S INSTRUCTIONS

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise specifically provided in the Contract Documents.

5-7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

It is the duty of the Contractor to promptly notify the Owner's Representative in writing of any design,

materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect of insufficiency exists in design, materials, or specified method and fails to promptly notify the Owner's Representative in writing of this belief, the Contractor waives any right to assert that defect or insufficiency in design materials, or specified method at any later date in any legal or equitable proceeding against the Owner, or in any subsequent arbitration or settlement conference between the Owner and the Contractor. The Owner's Representative, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any Work done by the Contractor after he comes to the belief that a defect or insufficiency exists in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at his own risk and he shall bear all cost arising therefrom.

If the Contractor, either before commencing Work or in the course of the Work, finds any discrepancy between the Specifications and the Plans or between either of them and the physical conditions at the site of the Work or finds any error or omission in any of the Plans or in any survey, he shall promptly notify the Owner's Representative of such discrepancy, error, or omission. If the Contractor observes that any Plans or Specifications are at variance with any applicable law, ordinance, regulation, order or decree, he shall promptly notify the Owner's Representative in writing of such conflict. The Owner's Representative, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any Work done by the Contractor after his discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, or conflict will be at his own risk and he shall bear all costs arising therefrom.

5-8 SUPERVISION AND SUPERINTENDENCE

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents except as otherwise provided in the Section 5.7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall be responsible to see that the completed Work complies with the Contract Documents.

The Contractor shall designate and keep on the Work site at all times during its progress a competent superintendent, who shall not be replaced without written notice to the Owner's Representative. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. During periods when the Work is suspended, the Contractor shall make appropriate arrangements for any emergency Work which may be required.

Whenever the superintendent is not present on any particular part of the Work where the Owner's Representative may desire to inform the Contractor relative to interpretation of the Plans and Specifications or to disapproval or rejection of materials or Work performed, the Owner's Representative may so inform the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given shall be as binding as if given to the superintendent.

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5-10 QUALITY AND SAFETY OF MATERIALS AND EQUIPMENT

All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified. All equipment, materials, and supplies shall be produced in a good and workmanlike manner. When the quality of a material, process, or article is not specifically set forth in the Plans and Specifications, the best available quality of the material, process, or article shall be provided.

Whenever any material, process, or article is indicated or specified by grade, patent or proprietary name, or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials, process, or articles desired and shall be deemed to be followed by the words "or equal", and the Contractor may offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process or article ordered by the Contractor is not, in the opinion of the Owner's Representative, equal or better in every respect to that specified, then the Contractor must furnish the material, process, or article or one that in the opinion of the Owner's Representative is the substantial equal or better in every respect. In the event that the Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor.

In accordance with Section 4380 of the Government Code, the Contractor shall submit data substantiating requests for substitution of "equal" items within 35 Days after award of the Contract. This 35-day period of time is included in the number of Days allowed for the completion of the Work.

All materials, equipment, and supplies provided shall, without additional charge to Owner, fully conform with all applicable state and federal safety laws, rules, regulations, and orders, and it shall be Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omissions in the Contract Documents therefor or that a particular material, equipment, or supply was specified.

5-11 STANDARDS, CODES, SAMPLES AND TESTS

Whenever reference is made to a standard, code, specification, or test and the designation representing the date or adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code, specification, or test in effect on the day the Notice Inviting Sealed Proposals (Bids) is dated.

The tests shall be made in accordance with commonly recognized procedures of technical organizations and such special procedures as may be prescribed elsewhere in the Plans and Specifications. The Contractor shall furnish without charge such samples for testing as may be required by the Owner's Representative. Tests and samples may be required at the source of materials as well as at the site of the Work.

5-12 OBSERVATION OF WORK BY OWNER'S REPRESENTATIVE

The Owner's Representative shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

Whenever the Contractor varies the normal period during which Work or any portion of it is carried on each day, he shall give timely notice to the Owner's Representative so that the Owner's Representative may, if he wishes, be present to observe the Work in progress. If the Contractor fails to give such timely

notice, any Work done in the absence of the Owner's Representative will be subject to rejection.

The Contractor shall give timely notice to the Owner's Representative in advance of backfilling or otherwise covering any part of the Work so that the Owner's Representative may, if he wishes, observe such part of the Work before it is concealed.

The observation, if any, by the Owner's Representative of the Work shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed. Defective Work shall be made good, and materials, and equipment furnished and Work performed which is not in accordance with the Contract Documents may be rejected notwithstanding the fact that such materials, equipment, and Work have been previously observed by the Owner's Representative or that payment therefor has been included in an estimate for payment.

5-13 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Any Work which does not conform to the requirements of the Contract Documents shall be remedied or removed and replaced by the Contractor, together with any other Work which may be displaced in so doing, and no compensation will be allowed him for such removal, replacement, or remedial Work. All nonconforming materials shall be immediately removed from the site.

Any Work done beyond the lines and grades shown on the Plans or established by the Owner's Representative or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced by the Contractor.

Upon failure on the part of the Contractor to comply promptly with any order of the Owner's Representative made under the provisions of this Section, the Owner's Representative shall have authority to cause nonconforming materials, rejected Work, or unauthorized Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any monies due or to become due the Contractor.

6-1 SUB-CONTRACTING

If the Contractor shall subcontract any part of Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractor and of the persons either directly or indirectly employed by his Subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor to be bound by the terms of the Contract Documents as applicable to its Work.

The divisions and sections of any Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or suppliers or delineating work to be performed by any specific trade. The divisions of the Specifications are complementary, and anything mentioned or shown in a division of the Specifications or in a specific trade drawing shall be of like effect as if shown in all divisions of the Specifications and in all Drawings.

Contractor is prohibited from performing any of the Work with a Subcontractor who is ineligible to perform such Work pursuant to Section 1777.1 or 1777.7 of the Labor Code. Contractor agrees that in accordance with Public Contract Code Section 6109, a subcontract with an ineligible Subcontractor is

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void as a matter of law, amounts paid to the Subcontractor shall be returned to Owner, and Contractor is responsible for paying wages of the Subcontractor's employees if the Subcontractor is allowed to perform any part of the Work.

Contractor shall not award work to Subcontractors in excess of 50% percent of the Contract amount without prior written approval of Owner. Except as provided by law, Contractor shall not employ any Subcontractor, supplier, or other person or organization (including but not limited to those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner may have reasonable objection.

Contractor shall give prompt written notice to Owner as to the identity and qualifications of any Subcontractor, supplier, or other person or organization to whom Contractor intends to award work, and of Contractor's intent to remove or replace a Subcontractor, supplier, or other person.

All Work performed for Contractor by a Subcontractor, supplier or other person or organization will be in accordance with an appropriate sub-agreement between Contractor and the Subcontractor, supplier, or other person or organization which specifically binds the Subcontractor, supplier, or other person or organization to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

If requested in writing by Owner, Contractor shall deliver to Owner a copy of each sub-agreement with a Subcontractor, supplier, or other person or organization performing a part of the Work within seven days of Owner's request.

6-2 ASSIGNMENT

The performance of the Contract shall not be assigned, except upon the written consent of the Owner. Consent will not be given to any proposed assignment which would relieve the original Contractor or his surety of their responsibilities under the Contract, nor will the Owner consent to any assignment of a part of the Work under the Contract.

Upon obtaining a prior written consent of the Owner, the Contractor may assign monies due or to become due him under the Contract, to the extent permitted by law, but any assignment of monies shall be subject to all proper setoffs in favor of the Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by the Owner for the completion of the Work in the event that the Contractor should be in default therein.

No assignment of this Contract will be approved unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the Work called for under the Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials and that the Owner may withhold funds due until all Work required by the Contract Documents is completed to the Owner's satisfaction.

6-5 EXTENSION OF TIME

The time specified for completion of all of the Work or any part of the Work may be extended only by a written change order executed by the Owner or other written form executed by the Owner.

Requests for an extension of time must be delivered to the Owner's Representative within ten consecutive Days following the date of the occurrence which caused the delay. The request must be submitted in

writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the extension of time requested. Requests for extensions of time failing to include the information specified in this Section and requests for extensions of time which are not received within the time specified above shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he shall supply daily written reports to the Owner's Representative describing such weather and the Work which could not be performed that day because of such weather or conditions resulting therefrom and which he otherwise would have performed.

The Owner's acceptance of the daily reports shall not be deemed an admission of the Contractor's right to receive an extension of time or a waiver of the Owner's right to strictly enforce the time provisions contained in the Contract Documents.

When the Contractor has submitted a request for an extension of time in accordance with the procedures of this Section and the Section on TIME FOR COMPLETION AND FORFEITURE DUE TO DELAY, the Owner will ascertain the facts and extent of the delay and extend the time for completing the Work if, in its judgment, the findings of fact justify such an extension, and its findings of facts thereon shall be final and conclusive. An extension of time may be granted by the Owner after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

Any extension of time shall not release the sureties upon any bond required under the Contract.

6-6 USE OF COMPLETED PORTIONS

When the Work or any portion of it is sufficiently complete to be utilized or placed into service, the Owner shall have the right upon written notification to the Contractor to utilize such portions of the Work and to place the operable portions into service and to operate same.

Upon said notice and commencement of utilization or operation by the Owner, the Contractor shall be relieved of the duty of maintaining the portions so utilized or placed into operation; provided, however, that nothing in this Section shall be construed as relieving the Contractor of the full responsibility for completing the Work in its entirety, for making good defective Work and materials, for protecting the Work from damage, and for being responsible for damage, and for the Work as set forth in the General Provisions and other Contract Documents nor shall such action by the Owner be deemed completion and Acceptance, and such action shall not relieve the Contractor, its sureties, or insurers of the provisions of the Sections on CONTRACTOR'S INSURANCE, INDEMNITY, and GUARANTEES.

7-1 OBSERVING LAWS AND ORDINANCES

The Contractor shall keep himself fully informed of all existing and future laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the materials used in the Work or which in any way affect the conduct of the Work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Plans, Specifications, or Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same to the Owner's Representative in writing

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and cease operations on that part of the Work until the Owner's Representative has given him appropriate instructions as provided for in the Section on ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall at all times observe and comply with and shall cause all his agents, employees, Subcontractors, and suppliers to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, by the Contractor, his employees, agents, Subcontractors, or suppliers.

7-2 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

7-3 INVENTIONS, PATENTS, AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights.

The Contractor shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all claims, damages, losses, expenses, and other costs, including costs of defense attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, materials, equipment, product or device, and shall defend all such claims in connection with any alleged infringement of such right.

7-4 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater length or amount of Work that he can prosecute properly with due regard to the rights of the public. Convenient access to driveways, houses and buildings along the line of Work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time.

The Contractor shall provide and maintain such fences, barriers, directional signs, lights and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction Work and to give directions to the public.

7-5 RESPONSIBILITY FOR LOSS, DAMAGE, OR INJURIES

The Contractor shall be responsible for all claims demands, or liability from any cause arising out of or resulting from or in connection with the performance of the Work, excepting only those as may be caused solely and exclusively by the fault or negligence of the Owner, Engineer/Architect, the Owner's

Representative, or their consultants, or their directors, officers, employees, and agents. Such responsibility shall extend to claims, demands, or liability for loss, damage, or injuries occurring after completion of the Work as well as during the progress of the Work.

7-6 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until the Acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein (including materials for which he has received partial payment or materials which have been furnished by the Owner) and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or materials occasioned by any cause before its completion and Acceptance and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. The suspension of the Work or the granting of any extension of time from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury.

Notwithstanding the foregoing provisions of this Section, the Contractor shall not be responsible for the cost of repairing and restoring damage to the Work, which damage is determined to have been proximately caused by an Act of God, in excess of 5% of the contracted amount, provided that the Work damaged is built in accordance with accepted and applicable building standards and the Plans and Specifications. For the purposes of this paragraph, "Acts of God" shall include only the following occurrences or conditions and effect: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

7-7 PRESERVATION OF PROPERTY

The Contractor shall exercise due care to avoid injury to existing improvement or facilities, Utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All trees, shrubbery, and landscaping that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements or facilities within or adjacent to the Work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the Work or as good as required by the Plans and Specifications if any such objects are a part of the Work being performed.

The fact that any such pipe or other underground facility is not shown on the Plans shall not relieve the Contractor of his responsibility under this Section.

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In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever any notice is required to be given by the Owner or the Contractor to any adjacent or adjoining landowner or other party before commencement of any Work such notice shall be given by the Contractor.

In any emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury.

7-8 EXCAVATION AND/OR DIGGING TRENCHES

As required by Labor Code Section 6705, if the total amount of the Contract is in excess of \$25,000, the Contractor shall submit to the Owner for Acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches 5 feet or more in depth. The plan shall be prepared by a registered civil or structural Engineer. As a part of the plan, a note shall be included stating that the registered civil or structural Engineer certifies that the plan complies with the CAL-OSHA Construction Safety Orders, or that the registered civil or structural Engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

The Owner or the Engineer/Architect or their consultants may have made investigations of the subsurface conditions in areas where the Work is to be performed. If so, these investigations are identified in the Special Provisions and the records of such investigations are available for inspection at the office of the Engineer/Architect. The detailed plan showing the design of shoring, etc., which the Contractor is required to submit to the Owner for Acceptance in advance of excavation will not be accepted by the Owner if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by the Owner or the Engineer/Architect or their consultants; nor will the plan be accepted if it is based on soils related design criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

The detailed plan showing the design of shoring, etc., shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads.

Nothing contained in this Section shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

As required by Public Contracts Code Section 7104, in any Contract which involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract.

In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between the parties.

7-9 SAFETY

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work, and the Contractor shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety of the public and workers.

The right of the Engineer/Architect or the Owner's Representative to conduct construction review or observation of the Contractor's performance will not include review or observation of the adequacy of the Contractor's safety measure in, on, or near the construction site.

7-10 PERSONAL LIABILITY

No director, officer, employee, or agent of the Owner, the Engineer/Architect, the Owner's Representative, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

7-12 HOURS OF LABOR

The Contractor shall forfeit as a penalty to the Owner \$25.00 for each worker employed in the execution of the Contract by the Contractor or any Subcontractor under him for each calendar day during which such worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1815 thereof, inclusive, except that Work performed by employees of Contractor in excess of 8 hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay as provided in said Section 1815.

7-13 PREVAILING WAGE

- A. The Contractor shall comply with Labor Code Section 1775. In accordance with said Section

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1775, the Contractor shall forfeit as a penalty to the Owner \$200.00 for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such Work or craft in which such worker is employed for any Work done under the Contract by him or by any Subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each 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 the Contractor.

- B. For all contracts for which bids are opened on or after March 1, 2015, or contracts are awarded on or after April 1, 2015, the Contractor and any subcontractor shall be registered with the Department of Industrial Relations and qualified to perform work pursuant to Sections 1725.5 and 1771.1 of the California Labor Code. Pursuant to Sections 1725.5 and 1771.1, as applicable, the Contractor shall be responsible for providing proof of current registration for both the Contractor and any subcontractor prior to performing any work. Notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its subcontractors, which is otherwise required by law to be registered with DIR, is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the DIR revokes the registration), the DISTRICT may cancel the Contract and/or replace the Contractor or subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.
- C. The Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- D. The Contractor and all subcontractors shall be responsible for posting appropriate job site notices, pursuant to the requirements set forth in the Labor Code and related regulations. Furthermore, the Contractor and all subcontractors shall be responsible for furnishing the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, pursuant to the procedures set forth in Section 1771.4 of the Labor Code.

7-14 TRAVEL AND SUBSISTENCE PAYMENTS

Each worker needed to execute the Work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

7-15 APPRENTICES

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him.

The Contractor and any Subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Willful violations of Section 1777.5 will result in a forfeiture of up to \$100 for each calendar day of non-

compliance (or up to \$300 per day if prior violation(s)) which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code Section 1777.7)

7-16 WARRANTY OF TITLE

No materials, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale Contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all Work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any Work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of Utility companies or of municipalities, the title of which commonly retained by the Utility company or the municipality. Nothing contained in this Section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this Section shall be inserted in all subcontracts and material contracts, and notices of its provision shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

7-17 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for materials delivered to the site of the Work, or stored subject to or under the control of the Owner.

All such materials shall become the property of the Owner upon being so attached or affixed or upon payment for materials delivered to the site of the Work or stored subject to or under the control of the Owner.

Soil, stone, gravel, and other materials found at the site of the Work and which conform to the Plans and Specifications for incorporation into the Work may be used in the Work. No other use shall be made of such materials except as may be otherwise described in the Plans and Specifications.

7-18 MUTUAL RESPONSIBILITY OF CONTRACTORS

Nothing in the Contract shall be interpreted as granting to the Contractor exclusive occupancy of the site of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the construction of the project, to the end that the Contractor may perform this Contract in the light of such other Contracts, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous performance of some other Contract or Contracts, the Owner's Representative shall decide which Contractor shall cease Work temporarily and which Contractor shall continue or whether the Work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. On all questions concerning conflicting interest of Contractors performing related Work, the decision of the

#7.

MNWD General Provisions (2-15)

Owner's Representative shall be binding upon all Contractors concerned and the Owner, the Engineer/Architect, the Owner's Representative, and their consultants shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance of attempted performance of any other Contract or Contracts on the project or caused by a decision or omission of the Owner's Representative respecting the order of precedence in the performance of the Contracts.

If through acts of neglect on the part of the Contractor, any other contractor or any Subcontractor shall suffer loss of damage on the Work, the Contractor agrees to settle with such other contractor or Subcontractor by agreement or arbitration, if such other contractor or Subcontractor will so settle. If such other contractor or Subcontractor shall assert any claim against the Owner, the Engineer/Architect, the Owner's Representative, or their consultants, on account of any damage alleged to have been so sustained, the Owner shall notify Contractor who shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants and each of their directors, officers, employees, and agents against any such claim, including all attorneys' fees and any other costs incurred by the indemnified parties relative to any such claim.

7-23 LANDS AND RIGHTS-OF-WAY

The lands and rights-of-way for the facility to be constructed will be provided by the Owner. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside the limits of the Owner's lands and rights-of-way.

Work in public right-of-way shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the Work is located in addition to conforming to the Plans and Specifications. If a permit is not required, the Work shall conform to the standards of the public agency involved in addition to conforming to the Plans and Specifications.

7-25 TAXES

The Contractor shall pay all sales, consumer, use, and other taxes.

NOTICE OF TAXABLE POSSESSORY INTEREST - The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

7-26 ASSIGNMENT OF ANTI-TRUST ACTIONS

In entering into a public works Contract or subcontract to supply goods, services, or materials pursuant to a public works Contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may

have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

7-27 PAYROLL RECORDS

It shall be the responsibility of the Contractor to maintain an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code Section 1776, and to ensure that each Subcontractor also complies with all provisions of Labor Code Section 1776 and this Contract.

All payroll records shall be certified as accurate by the applicable Contractor or Subcontractor or its agent having authority over such matters.

The Contractor shall ensure that all payroll records are available for inspection at the Contractor's principal office during normal business hours and shall notify the Owner, in writing, of the place where all payroll records are located from time to time.

The Contractor shall furnish a copy of all payroll records, upon request, to employees or their authorized agents, to the Owner, to the Division of Labor Standards Enforcement, and to the Division of Apprenticeship Standards of the Department of Industrial Relations. The Contractor shall also furnish a copy of payroll records to the general public upon request provided the public request is made through the Owner, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. In no event shall members of the general public be given access to payroll records at the Contractor's principal office.

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the Contractor and/or Subcontractor and the name, address, and telephone number of all employees does not appear on the modified record.

The Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten Days of the date a written request for payroll records has been received.

Failure of the Contractor to comply with any provisions of this Section or Labor Section Code 1776 within ten Days of the date a written request for compliance is received shall result in a forfeiture of \$100.00 per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code Section 1776 from the Contractor's payments then due.

9-4 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF; RETENTION OF PROCEEDS

In addition to the amount which the Owner may retain under Section 9.2 PROGRESS PAYMENTS, the Owner may withhold a sufficient amount or amounts from any payment otherwise due to the Contractor as in his judgment may be necessary to cover:

#7.

MNWD General Provisions (2-15)

Payments which may be past due and payable for properly filed claims against the Contractor or any Subcontractors for labor or materials furnished in or about the performance of the Work on the project under the Contract.

Estimated or actual costs for correcting defective Work not remedied.

Amounts claimed by the Owner as forfeiture due to delay or other offsets.

The Owner may apply such withheld amount or amounts to the payment of such claims in his discretion. In so doing, the Owner shall be deemed the agent of the Contractor and any payments so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The Owner will render to the Contractor a proper account of such funds disbursed on behalf of the Contractor.

Pursuant to Section 7107 of the Public Contract Code, within 60 days after the date of completion of the Contract, the retention proceeds withheld from any payment by the Owner to the Contractor shall be released. In the event of a dispute between the Owner and the Contractor, the Owner may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

Within seven days from the time that all or any portion of the retention proceeds are received by the Contractor, the Contractor shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by the Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor if the payment is consistent with the terms of the subcontract. The Contractor may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the Contractor. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.

In the event that retention payments are not made within the time periods specified above, the Owner or Contractor withholding the unpaid amounts shall be subject to a charge of 2% per month on the improperly withheld amounts in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

9-5 SUBSTITUTION OF SECURITIES FOR AMOUNTS WITHHELD

Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute securities for any money withheld by the Owner to ensure performance of the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner or with a state or federally chartered bank as the escrow agent, who shall release such securities to Contractor following the expiration of 40 Days from the date of filing of a Notice of Completion of the Work by the Owner, to the extent such securities have not previously been utilized by Owner for purposes as provided hereinafter or are not then subject to withholding by Owner to satisfy stop notices or other claims and costs associated therewith.

The request for substitution of securities to be deposited with the Owner, or with a state or federally chartered bank as escrow agent, shall be submitted on the form set forth in this Contract, which when executed by the Contractor and the Owner shall constitute a Supplemental Agreement forming a part of

this Contract. The Owner shall have 30 Days from receipt of any such written request, properly completed and signed by the Contractor and, if applicable, accompanied by an escrow agreement in a form acceptable to Owner, to approve said request and effect the substitution. Owner shall not unreasonably withhold approval of said request. Owner shall determine the value of any security so deposited. Such Supplemental Agreement and any escrow agreement shall provide for the release of the securities to Contractor as set forth herein and shall also set forth the manner in which Owner may convert the securities or portions thereof to cash and apply the proceeds to the accomplishment of any purposes for which monies may be withheld and utilized as described in the Contract, including but not limited to the completion of the Contract, correction of defective Work and the answering of any stop notice claims and litigation cost thereof.

Securities eligible for investment under this section shall be those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit.

The Contractor shall be the beneficial Owner of any securities substituted for monies withheld and shall receive any interest thereon.

9-6 RESOLUTION OF CONSTRUCTION CLAIMS

This Section is intended as a summary of the provisions of Section 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code (“Claims Resolution Statute”) and is subject to the actual provisions of the Claims Resolution Statute. This Section shall govern the resolution of any claim of \$375,000 or less which may be made by the Contractor hereunder.

As used in this Section, “claim” is defined as a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from the Work, payment for which is not otherwise expressly provided for or Contractor is not otherwise entitled to, or (c) an amount, the payment of which is disputed by the Owner.

The Contractor shall make all claims in writing and include the documents necessary to substantiate the claims. Any claim by the Contractor which is intended to invoke the procedures under the Claims Resolution Statute shall specify that the claim is being made pursuant to the Claims Resolution Statute. All claims by the Contractor must be filed on or before the date of final payment; provided, however, nothing in this Section is intended to extend the time limits or supersede notice requirements which may otherwise be provided within the Contract Documents for the filing of claims by the Contractor including, but not limited to, those provided in Section 6-4 (Time for Completion and Forfeiture Due to Delay), Section 6-5 (Extension of Time) and Section 4-2 (Changes in the Work).

Claims Less Than \$50,000.

The Owner shall respond in writing within 45 Days of receipt of the claim, or the Owner may request, in writing, within 30 Days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the Owner and the Contractor. If the Owner requests additional documentation, the Owner’s written response to the claim shall be submitted to the Contractor within 15 Days after receipt of the additional documentation, or within the same time period as used by the Contractor in producing the additional documentation, whichever is greater.

#7.

MNWD General Provisions (2-15)

Claims Over \$50,000 But Less Than \$375,000.

The Owner shall respond in writing within 60 Days of receipt of the claim, or may request, in writing, within 30 Days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the Owner and the Contractor. If the Owner requests additional documentation, the Owner's written response to the claim shall be submitted to the Contractor within 30 Days after receipt of the additional documentation, or within the same time period as used by the Contractor in producing the additional information, whichever is greater.

Procedure Following Owner's Response

If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may, by giving written notice to the Owner within 15 Days of receipt of the Owner's response (or within 15 Days of the Owner's failure to respond), demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, the Owner shall schedule a meet and confer conference within 30 Days.

If after the meet and confer conference, any portion of the claim remains in dispute, the Contractor may file a claim pursuant to Government Code Section 900 et seq. If a court action is thereafter filed to resolve the claim, the court must, within the time specified by law, submit the matter to nonbinding mediation unless waived by mutual stipulation of the Owner and the Contractor. If after the mediation process, the matter remains in dispute, the case must then be submitted to judicial arbitration pursuant to the applicable law.

END OF SECTION

EXHIBIT 2

Rate Schedule

On-Call CIPP Repair Liner for 8"-33" Sewer Mains
EXHIBIT C - Fee Proposal
Schedule of Work Items

Item No.	Description	Unit Price	Unit
1.	Furnish and install 4-foot, UV cured CIPP liner at various locations throughout the District per repair.		
	6-Inch Pipe	<u>1,200⁰⁰</u>	Per Repair
	8-Inch Pipe	<u>1,300⁰⁰</u>	Per Repair
	10-Inch Pipe	<u>1,350⁰⁰</u>	Per Repair
	12-Inch Pipe	<u>1,500⁰⁰</u>	Per Repair
	15-Inch Pipe	<u>1,800⁰⁰</u>	Per Repair
	18-Inch Pipe	<u>2,400⁰⁰</u>	Per Repair
	21-Inch Pipe	<u>3,500⁰⁰</u>	Per Repair
	24-Inch Pipe	<u>4,200⁰⁰</u>	Per Repair
	27-Inch Pipe	<u>4,500⁰⁰</u>	Per Repair
	30-Inch Pipe	<u>6,500⁰⁰</u>	Per Repair
	33-Inch Pipe	<u>6,500⁰⁰</u>	Per Repair
2.	Re-instate Lateral Connections	<u>225⁰⁰</u>	Each
3.	3-Inch pump sewer by-pass with 100% back-up system	<u>2,000⁰⁰</u>	Each
4.	4-Inch pump sewer by-pass with 100% back-up system	<u>2,000⁰⁰</u>	Each

Attach to this quotation form the completed **Performance Work Statement** package (including the completed Contractor Profile Form and all required copies) as required by Section 1.3 of the Request for Proposal. Quotations submitted without the required information, may be considered non-responsive.


Signature of Bidder 
Company Name TUNNELWORKS SERVICES INC.
Date 5/22/15

EXHIBIT 3

[To be executed by DISTRICT and CONTRACTOR prior to commencement of job; again by DISTRICT for formal acceptance of completed work]

Work Order for On-Call UV CIPP Installation Services

This Work Order is executed pursuant to the "AGREEMENT FOR ON-CALL UV CIPP INSTALLATION SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND _____ (Contract No. OM15-16.005)" dated _____ ("Agreement"). The Agreement terms are fully incorporated in this Work Order. Terms used in this Work Order have the same meanings given in the Agreement.

Work Order No.: _____

Work Order Scope of Work:

Work Cost: \$ _____

Work Location: (address/intersection, City)

City Permit No.: _____

Time for Completion: _____

Notice to Proceed Given: [Date] _____

EXECUTED, ACKNOWLEDGE AND AGREED:

District's Representative /Title

Contractor's Authorized Representative- (print name here)

II. DISTRICT's ACCEPTANCE:

Pursuant to Section 6(b) of the Agreement, District accepts all work completed under this Work Order on the date below, subject to all terms of the Agreement.

_____ Date: _____

#7.

EXHIBIT 4
Payment Bond

PAYMENT BOND

We, _____, as Principal, and _____, as Surety, jointly and severally bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the MOULTON NIGUEL WATER DISTRICT (herein called "Owner") for payment of the penal sum of _____ Dollars (\$_____), lawful money of the United States. Owner has awarded Principal a Contract for the construction of:

UV CIPP SHORTLINER INSTALLATION

**(Fiscal Year 2015-16, 16-17)
Agreement No. OM15-16.005**

If principal or any of his subcontractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the work to be performed thereunder or the plans and specifications accompanying the name shall in any way affect its obligation on this bond. Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the plans and specifications.

Principal and Surety agree that should Owner become a party to any action on this bond, with or without suit, that each will also pay Owner reasonable attorney's fees incurred therein in addition to the sum above set forth.

NOTICE

No substitution or revision to this bond form will be accepted. Sureties must be admitted and authorized to do business in and have an agent for service of process in California. A Certified copy of Power of Attorney must be attached.

#7.

Executed in three original counterparts on _____, 20__.

Principal

By _____

(CORPORATE SEAL)

Title

* (ATTACH ACKNOWLEDGMENT OF AUTHORIZED REPRESENTATIVE OF PRINCIPAL)

Any claims under this bond may be addressed to:

(Name and address of Surety)

(Name and address of agent or representative in California if different from above)

(Telephone number of agent/Surety in California)

* (ATTACH ACKNOWLEDGMENT)

Surety

Attorney-in-Fact

APPROVED AS TO FORM:

(Attorney for Owner)

EXHIBIT 5

Performance Bond

PERFORMANCE BOND

We, _____, as Principal, and _____, as Surety, jointly and severally bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the MOULTON NIGUEL WATER DISTRICT (herein called "District") for payment of the penal sum of _____ Dollars (\$_____), lawful money of the United States. District has awarded Principal a Contract for the construction of:

UV CIPP SHORTLINER INSTALLATION

**(Fiscal Year 2015-16, 16-17)
Agreement No. OM15-16.005**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things abide by and well and truly keep and perform the covenants, and agreements in the said Contract, and any alteration thereof made as therein provided, on his part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the District, the engineer/architect, the Construction Manager, the District's representative, and their consultants, and each of their directors, officers, employees and agents, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the work to be performed thereunder, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree if the District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay District's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

NOTICE

No substitution or revision to this bond form will be accepted. Sureties must be admitted and authorized to do business in and have an agent for service of process in California. A Certified copy of Power of Attorney must be attached.

Executed in three original counterparts on _____, 20__.

Principal

By _____

(CORPORATE SEAL)

Title

* (ATTACH ACKNOWLEDGMENT OF AUTHORIZED REPRESENTATIVE OF PRINCIPAL)

Any claims under this bond may be addressed to:

(Name and address of Surety)

(Name and address of agent or representative in California if different from above)

(Telephone number of agent/Surety in California)

* (ATTACH ACKNOWLEDGMENT)

Surety

Attorney-in-Fact

APPROVED AS TO FORM:

(Attorney for District)

EXHIBIT 6

**MOULTON NIGUEL WATER DISTRICT
UV CIPP SHORTLINER INSTALLATION
(Fiscal Year 2015-16, 2016-17)**

WORKERS' COMPENSATION DECLARATION

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

(ONE OF THE BOXES BELOW MUST BE CHECKED, AND FORM SIGNED BELOW)

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 Agreement.

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 Agreement. My workers' compensation insurance carrier and policy number are:

Carrier _____

Policy Number _____

I certify that, in the performance of the work on this Agreement, 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: _____

Contractor: _____

Authorized Officer/ Representative

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.

#8.

Amendment No. 6 to Agreement with ATS Communications for FY 2015-16

June 15, 2015

Page 2 of 3

Since the Program began in the 1990s, the District's engineering staff has administered the Program, which included implementation of Board policy, point of contact with the existing or proposed cell carrier, plan check review of the construction documents, approval of new agreements or amendments, inspection of communication facility construction activities, and oversight of the monthly lease payments.

DISCUSSION:

Staff issued a request for proposals for On-Call Professional Services in August 2010 for technical assistance and administration of the District's Program. Staff received five proposals and selected ATS to provide the contract services. The scope of services was developed based on comprehensive support needs for the Program.

ATS assists staff with cell site plan reviews, technical expertise regarding cell site issues, new license and existing lease amendment negotiations, site assessments, review of existing leases for compliance, implementation of policies and procedures for the Program, and various day to day communication with cell site carriers. In addition, this year ATS will also be assisting staff with updates to the Policy and facilitating the decommissioning of at six Nextel and four Metro PCS sites.

This agreement is funded through the Operating Budget and the historical and proposed expenditures are listed in the table below:

Fiscal Year	Expenditures
2010-11	\$8,357
2011-12	\$70,000
2012-13	\$80,000
2013-14	\$90,000
2014-15	\$90,000
Proposed 2015-16	\$90,000
Total	\$428,357

Staff is proposing to extend the current ATS agreement for the FY 2015-16 Program services. Staff probed the market to assess if other providers of this service were present in the market. The market is dominated by providers that primarily serve cell carriers. ATS is the only local provider of this type of service for public agencies and does not have a conflict of interest with these cell carriers. The Santa Margarita Water District recently went through a procurement process for same services and did not identify alternate service providers without the conflict of interest concern. They are currently in the process of entering into a contract with ATS.

A budget amendment of \$90,000 for ATS for FY2015-16 has been proposed to meet all Program requirements. ATS will continue to assist the District at a similar service

Amendment No. 6 to Agreement with ATS Communications for FY 2015-16

June 15, 2015

Page 3 of 3

level as the previous fiscal year. The number of projects that the cell carriers have proposed or are currently in the process has remained high. Currently, staff has 43 active projects, 11 new licenses and 9 lease amendments in addition to regular activities. Ten of the new licenses are for existing facilities that have leases expiring this year.

Attachment: Amendment No. 6 to Agreement with ATS Communications

**AMENDMENT NO. 6 TO AMEND AND FUND THE AGREEMENT
FOR CONSULTING SERVICES FOR COMMUNICATIONS LEASE PROGRAM
Telecom Group Partners Corp., a California Corporation, dba ATS Communication
CONTRACT No. OM11-12.001**

This Amendment No. 6 is entered into and effective as of the 1st day of July, 2015, amending the agreement dated October 29, 2010 (the "Agreement") by and between the Moulton Niguel Water District, a California Water District ("MNWD"), and Telecom Group Partners Corp., a California Corporation, dba ATS Communication ("Contractor") (collectively, the "Parties") for consulting services for the communication lease program.

RECITALS

A. On August 10, 2011, the Parties executed Amendment No. 1 to the Agreement to extend the agreement until June 30, 2012 and increase fee by \$30,000.00 to an agreement total of \$38,357; and

B. On March 12, 2012, The Parties executed Amendment No. 2 to the Agreement to increase the fee by \$40,000.00 for an agreement total of \$78,357 for the duration of this agreement; and

C. On August 10, 2012, The Parties executed Amendment No. 3 to the Agreement to increase the fee by \$80,000.00 for an agreement total of \$158,357 for the duration of this agreement; and

D. On July 19, 2013, The Parties executed Amendment No. 4 to the Agreement to increase the fee by \$90,000.00 for an agreement total of \$248,357 for the duration of this agreement; and

E. On July 1, 2014, The Parties executed Amendment No. 5 to the Agreement to increase the fee by \$90,000.00 for an agreement total of \$338,357 for the duration of this agreement; and

F. The Parties have negotiated and agreed to an extension of the agreement until June 30, 2016 for an additional not-to-exceed amount of \$90,000 for an agreement total of \$428,357.

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

1. In order to continue the services in the scope of work of the Agreement, as may have been amended from time to time, the Parties agree, with this Amendment, that the total Agreement amount shall not exceed **four hundred twenty eight thousand three hundred fifty-seven dollars (\$428,357.00)**.

2. MNWD will pay the Contractor for all work associated with those services on a time and materials basis not-to-exceed **ninety thousand dollars (\$90,000)** for this Amendment. Contractor will provide MNWD, on a monthly basis, copies of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by MNWD.

3. Contractor will complete all work for this Amendment by **June 30, 2016**.

#8.

4. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and previous amendments and this Amendment No. 6, the terms of this Amendment No. 6 shall control.

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

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

CONTRACTOR
TELECOM GROUP PARTNERS
CORP., A CALIFORNIA
CORPORATION, DBA ATS
COMMUNICATION

MOULTON NIGUEL WATER
DISTRICT, a California Water District

By:

By:

(sign here)

General Manager

(print name/title)



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** June 15, 2015

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

SUBJECT: Security Services for Fiscal Year 2015-16

DIVISION: District-wide

SUMMARY:

Issue: Staff requests an amendment to the Services Agreement with G4S Secure Solutions (USA), Inc., (“G4S”) and an increase in the agreement amount.

Recommendation: It is recommended that the Board of Directors approve Amendment No. 4 with G4S to extend the term of the agreement to June 30, 2016 and increase the agreement total by an amount up to \$65,000 for a total not-to-exceed agreement amount of \$315,000.

Fiscal Impact: The funds for this amendment have been included in the FY2015-16 Budget.

BACKGROUND:

Regular operations at the District’s Main office facilities involve day-to-day communications and interactions with customers, contractors, business vendors, and other stakeholders entering the District facilities.

In 2012, staff identified the need to improve security services at the District’s facilities and requested proposals from several security vendors. Staff reviewed proposals for pricing structure, experience and services provided, as well as held in-person interviews with vendors. Through this process, G4S was selected to provide security services to the District, and an agreement was executed with G4S in December of 2012.

#9.

Security Services for Fiscal Year 2015-16

June 15, 2015

Page 2 of 2

DISCUSSION:

Staff would like to renew the Agreement with G4S to provide security services at the District's Main Office facility for FY 2015-16. As the Main Office facility experiences daily customer and visitor traffic and handles cash on-site, the benefit of an on-site security guard continues to be a worthwhile deterrent to various potentially conflict-based issues that could otherwise negatively impact District personnel.

The current cost for the security services at the Main Office is approximately \$1,250 per week. A guard is on-site 10-hours per day from Monday through Friday including evening board meetings.

The Amendment is funded through the Operating Budget and the historical and proposed expenditures are listed in the table below:

Fiscal Year	Agreement Amount
2012-13	\$69,158
2013-14	\$120,842
2014-15	\$60,000
Proposed 2015-16	\$65,000
Total Agreement:	\$315,000

A draft of Amendment No. 4 is provided as Attachment 1 for reference. The District's standard ten day termination clause is included as a provision in the original Agreement.

Attachment: Amendment No. 4 to the Agreement.

**AMENDMENT NO. 4 TO EXTEND THE CONTRACT SERVICES AGREEMENT
FOR ANNUAL SECURITY SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND G4S
SECURE SOLUTIONS (USA), INC.
CONTRACT NO. OM12-13.020**

This Amendment No. 4 (this "Amendment") is entered into and effective as of the 1st day of July, 2014, amending the Contract Services Agreement, dated December 14, 2012, as amended (the "Agreement") by and between the Moulton Niguel Water District ("MNWD"), and G4S Secure Solutions (USA) Inc., ("Provider") (collectively, the "Parties") for furnishing and performance of security services.

RECITALS

A. On July 1, 2014, the Parties executed Amendment No. 3 to the Agreement to extend the agreement through June 30, 2015 and increase the fee by \$60,000 to an agreement total of \$250,000; and

B. MNWD wishes to extend the Agreement for an additional one (1) year term for services at its Main Office location, located at 27500 La Paz Road, Laguna Niguel, CA 92677.

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

1. The Agreement term is hereby extended through June 30, 2016.

2. MNWD will pay Provider for all services associated with this Amendment on a time and materials basis not-to-exceed Sixty-Five Thousand Dollars (\$65,000) in accordance with the terms of the Agreement. The Parties agree that the total Agreement amount, including this Amendment, shall not exceed Three Hundred Fifteen Thousand Dollars (\$315,000).

3. 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, any prior amendments and this Amendment No. 4, the terms of this Amendment shall control.

4. 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.

5. The individuals executing this Amendment 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.

G4S SECURE SOLUTIONS (USA) INC.

MOULTON NIGUEL WATER DISTRICT, a
California Water District

By:

By:

(sign here)

General Manager

(print name/title)

