



**ENGINEERING & OPERATIONS
BOARD OF DIRECTORS' MEETING
MOULTON NIGUEL WATER DISTRICT
27500 La Paz Road, Laguna Niguel
October 12, 2015
8:30 AM
Approximate Meeting Time: 3 Hours**

1. CALL MEETING TO ORDER
2. APPROVE THE MINUTES OF THE SEPTEMBER 14, 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.

PRESENTATION ITEMS

4. Summary of Wastewater Flows

DISCUSSION ITEMS

5. Bear Brand No. 1 Reservoir Re-coating Contract Award
6. Electrical System Assessment of Station Facilities
7. Reimbursement Agreement with El Toro Water District
8. On-Call Geotechnical Engineering Services
9. Coating Inspection Services

INFORMATION ITEMS

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

13. 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

14. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Pursuant to Government Code Section 54956.8:

Property: APN 659-221-04; intersection of Niguel Road and Club House Drive, west of Niguel Road

Agency negotiator: Joone Lopez, General Manager

Negotiating parties: Crest de Ville HOA; County of Orange

Under negotiation: Price and terms of payment

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.



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

September 14, 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 September 14, 2015. There were present and participating:

DIRECTORS

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

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
Johnathan Cruz	MNWD
Todd Dmytryshyn	MNWD
Megan Geer	MNWD
Ray McDowell	MNWD
Megan Schneider	MNWD
Dan Ferons	General Manager, Santa Margarita Water District
Cathrene Glick	San Juan Basin Authority

#2.

1. CALL MEETING TO ORDER

The meeting was called to order by Scott Colton at 8:30 a.m.

2. APPROVE THE MINUTES OF THE AUGUST 17, 2015 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING

MOTION DULY MADE BY LARRY LIZOTTE AND SECONDED BY RICHARD FIORE, MINUTES OF THE AUGUST 17, 2015 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING WERE APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS SCOTT COLTON, RICHARD FIORE, DONALD FROELICH, AND LARRY LIZOTTE ALL VOTING 'AYE'. DIRECTOR GARY KURTZ ABSTAINED.

3. PUBLIC COMMENTS

Dan Ferons and Cathrene Glick were introduced to the Board.

PRESENTATION ITEMS

4. San Juan Basin Authority Update

Dan Ferons and Cathrene Glick presented the San Juan Basin Groundwater and Desalination Optimization Program Grant project status. Discussion ensued regarding funding, scope, and feasibility of the project.

5. Asset Management Plan Update

Marc Serna presented the Asset Management Plan Overview. Major topics covered were the action plan, next steps for the program, and future timeline.

DISCUSSION ITEMS

6. Professional Services Agreement for Operations Center Consolidation and Improvement Project

Matt Collings provided an update of the project and discussed terms of the agreement for the project manager. It is recommended that the Board of Directors approve the Professional Services Agreement with Newport Real Estate Services, Inc. for an amount not-to-exceed \$220,000; authorize the General Manager to approve change orders up to 15% of the total contract value; and authorize the General Manager to execute the agreement.

7. Gallup Circle Sewer Construction Contract Award

Eva Plajzer presented the Gallup Circle Sewer Construction Contract. It is recommended that the Board of Directors award the construction services contract for the Gallup Circle Sewer Replacement Project No. 2013.010 to Paulus Engineering, Inc. in the amount of \$219,670; 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.

8. Mathis-Oso Bypass Construction Contingency Adjustment

Eva Plajzer presented the Mathis-Oso Bypass Construction Contingency Adjustment. It is recommended that the Board of Directors increase the construction contract contingency for the Mathis-Oso Bypass Pressure Reducing Station Relocation Project No. 2010.018, with Paulus Engineering, Inc. by \$60,000 for a total not-to-exceed construction contingency amount of \$123,970.

INFORMATION ITEMS

9. Water Usage Update

Drew Atwater provided the monthly water usage update. The District's usage for August was reduced by 22% compared to August 2013, which exceeded the State Water Resources Control Board 20% reduction mandate for the District.

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

Richard Fiore requested a briefing on how water usage reduction is affecting the recycled water production.

11. Late Items (Appropriate Findings to be Made)

Staff has none.

ADJOURNMENT

The meeting was adjourned at 10:34 a.m.

Respectfully submitted,

Paige Gulck
Board Secretary



Moulton Niguel Water District

STAFF REPORT

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

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

SUBJECT: Bear Brand No. 1 Reservoir Re-coating Contract Award

DIVISION: 4

SUMMARY:

Issue: Staff issued the Notice Inviting Sealed Proposals (Bids) for the Bear Brand No. 1 Reservoir Re-coating and Safety Improvements, Project No. 2014.001.

Recommendation: It is recommended that the Board of Directors award the construction services contract for the Bear Brand No. 1 Reservoir Re-coating and Safety Improvements Project No. 2014.001 to Advanced Industrial Services in the amount of \$621,000; 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. 2014.001 is budgeted in Fund 7, Rehabilitation and Replacement with a current project budget of \$865,000.

BACKGROUND:

The Bear Brand No. 1 Reservoir was constructed in 1982 as part of Improvement District No. 7. The reservoir is a 2.5 million gallon (MG) steel tank and serves the District's 650-zone potable water system in the Beacon Hill area of Laguna Niguel (Exhibit A).

The District's steel reservoirs are coated to protect the steel shell, floor, and roof. The District inspects all reservoirs every 5 to 10 years to determine if and when repairs to the coating or steel surfaces are necessary or if a complete re-coating is appropriate. The proposed work will include structural and corrosion repairs, tank operation and safety improvements, a cathodic protection system, and re-coating of the interior and exterior of the reservoir.

#5.

Bear Brand No. 1 Reservoir Re-coating Contract Award

October 12, 2015

Page 2 of 2

DISCUSSION:

A request for bids was issued to eight qualified contractors. On September 22, 2015, the District received four sealed bids. The table below summarizes the bids received:

Firm	Bid
Advanced Industrial Services	\$621,000
Paso Robles Tank	\$667,300
Blastco Inc.	\$668,839
J. Colon Coatings, Inc.	\$704,544
Engineer's Estimate	\$678,400

Staff has determined that the lowest responsible and responsive bidder is Advanced Industrial Services (AIS). Staff has completed its review of the contract documents and has determined that they are in order. AIS has performed quality work in the past for the District and is well-qualified to perform this type of work.

Staff intends to procure specialty inspection services related to the coating and improvements under the proposed As-Needed Coating Inspection Services Agreement, which is presented as a separate Board action. These services for the Bear Brand No. 1 Reservoir are anticipated to be \$75,000.

SUMMARY OF PROJECT BUDGET:

	Project Budget	Proposed / Approved Contract	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	\$15,000*	\$15,000	\$0	\$15,000
Construction	\$770,000	\$621,000	\$62,100	\$683,100
Specialty Inspection	\$75,000	\$75,000	\$0	\$75,000
Legal & District Labor	\$5,000	\$5,000	\$0	\$5,000
Totals	\$865,000	\$716,000	\$62,100	\$778,100

* \$9,725 has been expended to date.

 Currently Proposed Amount

Attachment: Exhibit A – Location Map



Path: C:\GIS\Projects\Projects_Ongoing\CEQA_NOE_Exhibits\MXD\BearBrandRes\ecolimp.mxd



Scale = 1:2,000

Exhibit "A" Location Map
Bear Brand Reservoir No. 1
Re-Coating & Safety Improvements
2014.001

#6.

Electrical System Assessment of Station Facilities

October 12, 2015

Page 2 of 2

The Basic Electrical Analysis will confirm the proper sizing of electrical facilities and confirm that the stations comply with current National Electric Code requirements. The Coordination Analysis will determine the optimal settings for the District's electrical protective devices and provide recommendations for potential upgrades if needed. The Arc Flash Analysis will determine the arc flash boundary, work zone buffers, and personal protective equipment requirements within each work area.

On March 19, 2015, the Board approved execution of a contract with Eaton Corporation in the amount of \$83,236 to perform a portion of the scope proposed as a part of this project. After several months of negotiation, Eaton Corporation ultimately refused to execute the District's Electrical Services Agreement that was included with the original solicitation. Staff has since reevaluated the overall project scope. Notable additions and modifications to the project scope include: 1) preparation of signed and stamped comprehensive single-line record drawings in AutoCad, 2) inclusion of the Basic Electrical System Analysis, 3) requirement that the work be performed by a CA licensed electrical engineer, and 4) addition of another site as a part of the assessment.

The results of the Coordination Analysis and Arc Flash Analysis will be immediately implemented as a part of this project. Any recommendations from the Basic Electrical Analysis will be implemented as part of a future project. Safety training for staff with regard to safe work practices and potential hazardous electrical exposures will also be performed as part of this project.

DISCUSSION:

Due to the change in overall scope of work, staff determined that the best approach would be to re-advertise the project to electrical consulting firms. Staff issued a Request for Proposal (RFP) to nine (9) qualified electrical consulting firms and received three (3) proposals. The table below summarizes the proposals received:

Consultant / Firm	Proposed Fee
P2S Engineering	\$219,139
Lee & Ro, Inc.	\$237,396
Moraes, Pham & Associates	\$270,783

The firms that did not submit proposals included: Schneider Electric, Emerson Network Power, Applied Engineering Concepts, Rockwell Engineering, Carollo Engineers, and HDR. Staff performed a thorough review of the proposals received to determine the overall best value provided for the professional services contract required. Based on the consultants' specific project understanding and approach, overall proposal quality, and cost, staff recommends that Lee & Ro, Inc. be awarded the professional services contract.

Attachment: Electrical Services Agreement

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
MOULTON NIGUEL WATER DISTRICT AND LEE & RO, INC.
MNWD PROJECT: ELECTRICAL SYSTEM ASSESSMENT OF STATION FACILITIES
AGREEMENT NO. OM15-16.029**

THIS AGREEMENT (the "Agreement") is dated as of _____, 2015 (the "Effective Date") by and between Lee & Ro, Inc., hereinafter referred to as the "ENGINEER" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of engineering services to MNWD by ENGINEER. MNWD and ENGINEER may sometimes be referred to in this Agreement individually as "party" and together as "parties."

RECITALS

ENGINEER proposes to provide electrical system assessment services at various MNWD station facility locations (the "Project"). The scope of work to be performed by ENGINEER under this Agreement is described in Exhibit A hereto, which is incorporated herein (the "Scope of Work").

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

AGREEMENT

SECTION I - ENGINEERING SERVICES. AUTHORIZATION

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

Section 1.2 ENGINEER agrees to complete the Project described in the Scope of Work no later than April 30, 2016. ENGINEER further agrees to complete all other work within the time periods set forth in the Scope of Work. Time is of the essence in this Agreement.

ENGINEER agrees to coordinate the work to ensure its timely completion and shall promptly notify MNWD of any anticipated delays or causes or casualties beyond ENGINEER'S control which may affect the work schedule. In the event the time for completing the Scope of Work is projected to be exceeded due to circumstances beyond the control of ENGINEER, ENGINEER shall have an additional amount of time to be agreed upon in writing between the parties pursuant to Section 1.1 and an executed addendum, in which to complete the work. ENGINEER shall not begin work on any services pursuant to this Agreement until receipt of

#6.

MNWD'S written direction to proceed. Upon receipt of such notice, ENGINEER shall immediately commence the work described in **Exhibit A**.

Section 1.3 ENGINEER'S civil engineer, duly licensed in the State of California, who shall be the Principal in Charge of work, is Dhiru Patel, PE.

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

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

Section 1.5 All documents and information generated by ENGINEER and any of ENGINEER's subcontractors pursuant to this Agreement shall remain confidential and shall not be copied, distributed, or otherwise provided or referenced by ENGINEER or ENGINEER's subcontractors to any third parties other than with MNWD's written consent, or as compelled by order of court.

Section 1.6 All original drawings and other documents, including detailed calculations developed for the Project shall, upon payment in full for the services described in this Agreement or as otherwise provided in SECTION V herein, be furnished to and become the property of MNWD. ENGINEER may retain a copy of all reports and documents for their files.

SECTION II - ENGINEERING FEES

Section 2.1 In consideration for providing the engineering services referred to in SECTION I herein, MNWD agrees to compensate ENGINEER on an hourly rate basis, with a not-to-exceed maximum amount of **Two Hundred Thirty-Seven Thousand Dollars Three Hundred Ninety-Six Dollars (\$237,396)** (which maximum amount is inclusive of 'labor costs' and 'direct costs', as further discussed below). The breakdown of the fee and costs for the Project is attached hereto as **Exhibit B** which is incorporated herein. Compensation shall be on an hourly rate basis for labor costs as defined herein below in Section 2.2 plus 100% of the reasonable direct costs as defined below in Section 2.3.

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

Section 2.3 Reasonable direct costs shall include those costs as listed in **Exhibit D**.

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

submitted by ENGINEER, showing invoices for ENGINEER and each subconsultant utilized during the monthly billing period.

SECTION III - WARRANTY/DISCLAIMER

Section 3.1 ENGINEER is employed to render engineering services pursuant to this Agreement only, and any payments made to ENGINEER are compensation solely for such services as it may render and recommendations it may make in carrying out the work. ENGINEER warrants that the services provided under this Agreement will be performed in accordance with generally accepted professional engineering practices and principles.

Section 3.2 In performing services under this Agreement, ENGINEER shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

SECTION IV - INSURANCE AND INDEMNIFICATION

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

- (a) The retroactive date of the policy must be shown and must be before the 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, ENGINEER 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 ENGINEER's cost any extended reporting provisions of the policy should the ENGINEER cancel or not renew the coverage.
- (d) A copy of the claims reporting requirements must be submitted to MNWD prior to the commencement of any work under this Agreement.

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

#6.

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

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

Section 4.4 Requirements of All Policies. All policies of insurance required under this Section 4 shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class XIII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. ENGINEER shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

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

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

Section 4.5 Indemnity.

(a) To the fullest extent permitted by law, ENGINEER shall indemnify, hold harmless and defend District, and its 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 Services 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 ENGINEER, 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 ENGINEER'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 ENGINEER to faithfully perform the Services and any of the ENGINEER'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 4.5. It is expressly acknowledged by the ENGINEER that the foregoing obligations of ENGINEER 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 ENGINEER, 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 ENGINEER, or any subcontractor, or other person under workers' compensation acts, disability benefit acts, or other employee acts.

(c) 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 date of this Agreement. The ENGINEER'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by ENGINEER hereunder.

SECTION V - TERMINATION OR ABANDONMENT

Section 5.1 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 ENGINEER of any or all services listed in the Scope of Work under this Agreement by providing written notice to ENGINEER at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, ENGINEER shall immediately suspend any work or services hereunder, unless otherwise instructed by MNWD in such notice.

Section 5.2 ENGINEER shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from MNWD to resume performance. MNWD and ENGINEER agree that in the event MNWD suspends or terminates performance by ENGINEER for any cause other than the intentional or negligent error or omission of ENGINEER, ENGINEER shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under SECTION II of this Agreement.

Section 5.3 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

#6.

developed for that portion of the work completed and/or being suspended or abandoned.

SECTION VI – PREVAILING WAGE

Section 6.1 Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. District is a public agency in the State and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein. ENGINEER represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “Public Works” and “Maintenance” projects, and will be comply with the Prevailing Wage Laws, including but not limited to the payment of prevailing 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 ENGINEER. It shall be mandatory ENGINEER to pay not less than the specified rates to all workers employed by them in the execution of the Work.

Section 6.2 ENGINEER 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. ENGINEER acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contracts entering into with any ENGINEER 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).

Section 6.3 ENGINEER is 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. ENGINEER’s DIR Registration No. is 1000015613.

Section 6.4 ENGINEER acknowledges that it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 6.5 ENGINEER 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.

SECTION VII - GENERAL

Section 7.1 ENGINEER represents that it is aware of no facts or circumstances which would impair its ability to provide fair and unbiased advice to MNWD in the course of performing the engineering services hereunder, or which would impact its objectivity in performing such services hereunder.

Section 7.2 This Agreement represents the entire understanding of MNWD and ENGINEER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the parties. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it.

Section 7.3 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: Marc Serna, Director of Engineering and Operations
Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA 92677-3489

To ENGINEER - Attn: Dhiru Patel, PE
Lee & Ro, Inc.
1199 South Fullerton Road
City of Industry, CA 91748

Section 7.4 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 7.5 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 7.6 If any section of this Agreement or provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

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

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

Section 7.8 This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement or any interest herein shall be made by ENGINEER without prior written consent of MNWD.

Section 7.9 This Agreement may be executed in counterparts, each of which shall be deemed an original.

#6.

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

Moulton Niguel Water District

By: _____
Joone Lopez
General Manager

ENGINEER – Lee & Ro, Inc.

By: _____
Title: _____

EXHIBIT A
SCOPE OF WORK



Section 1: Scope of Work and Approach

PROJECT DESCRIPTION

The Moulton Niguel Water District (District) operates 42 station facilities, consisting of 22 water pump stations, 10 recycled water pump stations, and 9 sewage lift stations, and the facilities at Plant 2A that require an electrical system assessment. There are typically between 2 to 5 pumps at each facility and the main service entrance circuit breakers range from 400 amps up to 2000 amps.

The overall goals of the project are to (1) obtain comprehensive single-line record drawings that accurately reflect existing station facilities; (2) confirm that each facility is in compliance with the National Electric Code (NEC) and National Fire Protection Association (NFPA) 70E requirements; (3) make recommendations to bring each facility into compliance, if not; (4) perform a Short Circuit Analysis, Protective Device Coordination Analysis, and an Arc Flash Hazard Analysis for each facility and prepare a comprehensive report containing recommendations based on the results of the analyses; (5) implement the recommendations related to the electrical protective device settings and arc flash values identified in the report; and (6) provide training for the District employees.

The facilities included in this project are identified in **Exhibit 1-1** below.

Exhibit 1-1: Station Facilities

Facility Name	Location	Utility Service
Alicia Recycled Water Pump Station	28386-½ Alicia Parkway	480V, 3-ph, 4-W SCE
Aliso Viejo Recycled Water Pump Station	28032 Aliso Creek Road	480V, 3-ph, 4-W SCE
Audubon Lift Station	25364 Hummingbird	480V/277V, 3-ph, 4-W
Beacon Hill Pump Station	24800 Beacon Hill Way	480V/277V, 3-ph, 4-W SDG&E
Bear Brand Pump Station	32644 Golden Lantern	480V, 3-ph, 3-W SDG&E
Big Niguel Pump Station	23679 Niguel Road	480V, 3-ph, 4-W SCE
Boundary Oak Lift Station (Upper)	27635 Boundary Oak	480V, 3-ph, 3-W SCE
Casa Del Oso Pump Station	26593 Meadowcrest	480V, 3-ph, 3-W SDG&E
Country Village Pump Station	27155 Aliso Creek Road	480V/277V, 3ph, 4-W SDG&E
Crown Point Recycled Water Pump Station	29043 Crown Valley	480V, 3-ph, SDG&E
Crown Valley Recycled Water Pump Station	25545-½ Rancho Niguel Road	480V, 3-ph, 4-W SCE
Crown Valley Highlands Recycled Water Pump Station	29502-½ Highlands Ave.	480V, 3-ph, 4-W SCE
Del Avion Lift Station	24881 Camino Del Avion	277/480V, 3-ph, 4-W SDG&E
El Dorado Pump Station	26475 Lope De Vega	480V, 3-ph, 3-W SCE
Galivan Pump Station	26724 Camino Capistrano	480V, 3-ph, 3-W SDG&E
Golden Lantern Recycled Water Pump Station	31564 Golden Lantern	480V, 3-ph, 3-W SDG&E
Highlands Pump Station	29348 Niguel Road	480V, 3-ph, 4-W SCE
JRTP AWT Recycled Water Pump Station	29201-½ La Paz Road	480V, 3-ph, 3-W SCE
La Paz Reservoir Pump Station	26872 Preciados	277/480V, 3-ph, 4-W SCE
La Paz Underground	25322-½ Cabot	480V, 3-ph SDG&E
Little Niguel Pump Station	30315 Niguel Road	277/480V, 3-ph, 4-W SDG&E
Marguerite Pump Station	26742 Marguerite Parkway	480V, 3-ph, 3-W SDG&E
North Aliso Lift Station	23492 Los Alisos Blvd.	480V, 3-ph, 3-W SCE
Oso Pump Station	27198 Camino Capistrano	277/480V, 3-ph, 4-W SDG&E
Pacific Island Drive Pump Station #1	32039 Pacific Island Drive	480V, 3-ph, 3-W SDG&E
Pacific Island Drive Pump Station #2	31540 Pacific Island Drive	480V, 3-ph, 3-W SDG&E



Facility Name	Location	Utility Service
Pacific Island Drive Pump Station #3	31250 Pacific Island Drive	480V, 3-ph, 3-W SDG&E
Marguerite Pump Station	26742 Marguerite Parkway	480V, 3-ph, 3-W SDG&E
North Aliso Lift Station	23492 Los Alisos Blvd.	480V, 3-ph, 3-W SCE
Oso Pump Station	27198 Camino Capistrano	277/480V, 3-ph, 4-W SDG&E
Pacific Island Drive Pump Station #1	32039 Pacific Island Drive	480V, 3-ph, 3-W SDG&E
Pacific Island Drive Pump Station #2	31540 Pacific Island Drive	480V, 3-ph, 3-W SDG&E
Pacific Island Drive Pump Station #3	31250 Pacific Island Drive	480V, 3-ph, 3-W SDG&E
Pacific Park Pump Station	27613 Aliso Creek Road	480V, 3-ph, 4-W SCE
Plant 2A	26161 Gordon Road	480V, 3-ph, SDG&E
Rancho Pump Station	29828 Golden Lantern	277/480V, 3-ph, 4-W SDG&E
Regional Lift Station	28386 Alicia Parkway	480V, 3-ph, 3-W SCE
Rolling Hills Pump Station	25343 Cedarbrook	277/480V, 3-ph, 4-W SCE
Saddleback Recycled Water Pump Station	27998 Marguerite Parkway	480V, 3-ph, 3-W SCE
Saddleback Pump Station	27989 Marguerite Parkway	480V, 3-ph, 4-W SDG&E
San Joaquin Hills Lift Station	25641 Diamond Gate	277/480V, 3-ph, 4-W SCE
Sheep Hills Pump Station	22404 Aliso Creek Road	480V, 3-ph, 4-W SCE
South Wing Lift Station	22124 Canyon Vistas	277/480V, 3-ph, 4-W SCE
Southridge Recycled Water Pump Station	22443 Pacific Park Drive	277/480V, 3-ph, 4-W SCE
Upper Salada Lift Station	31447 Niguel Road	480V, 3-ph, 4-W SDG&E
Valencia Lift Station	25659 Cabot Road	480V, 3-ph, 3-W SDG&E
Valencia Pump Station	25480 La Paz Road	480V, 3-ph SDG&E
Wood Canyon Pump Station	27133 Wood Canyon	480V, 3-ph, 3-W SCE

SCOPE OF WORK AND TECHNICAL APPROACH

Task 1.0 Project Management and Administration

LEE & RO has included in the scope of work and our fee estimate sufficient time and budget to administer the engineering services provided. Administration shall include, but not be limited to, project kick-off meeting, site investigations, workshop, implementation of recommendations, and training for the District. Project administration shall also include preparation and maintenance of the project schedule and preparation of meeting agendas and minutes for each meeting.

Deliverables: Agendas and minutes for 3 meetings (kick-off, workshop, and training); documentation from site investigations and implementation of recommendations; bi-weekly schedule updates.

Task 2.0 Records Review

LEE & RO has received the project documents that the District made available on the sharefile site as part of the RFP. LEE & RO will perform a detailed review of these drawings for the preparation of the draft single-line diagrams in Task 3.0, below.

Deliverables: None

Task 3.0 Preparation of Record (As-Built) Single-Line Diagrams

LEE & RO will prepare consolidated and comprehensive draft single-line diagrams (incorporating all station facility expansions) in AutoCAD for each of the stations (42 sites)

based on the District's available record drawings. These draft single-line diagrams will be utilized during the site investigations to record mark-ups of the actual existing facilities.

Following the site investigations described in Task 4 below, LEE & RO will prepare final record single-line diagrams to incorporate all field discrepancies observed and documented from the draft single-line diagrams. Final drawings shall be signed and stamped by a Professional Electrical Engineer registered in the State of California.

Deliverables: One (1) 22" x 34" stamped and signed reproducible Mylar of a final record single-line diagram for each of the forty-two (42) sites; 11" x 17" half sized drawings shall be included as a part of the draft and final reports.

Task 4.0 Site Investigations

Comprehensive electrical investigations will be conducted at each facility site to verify and update the draft single-line diagrams with existing site conditions and equipment, and gather all required electrical data, including circuit breaker sizes, conductor sizes and lengths, current load conditions, other electrical devices, protective device settings, and any apparent issues with respect to applicable codes (primarily NEC). LEE & RO will also take photographs to supplement field notes.

These site investigation services will be provided by LEE & RO subconsultant team member Steve Potter, PE. Please refer to Section 2 and Section 3 of this proposal for descriptions of Steve Potter's exceptional qualifications related to the services he will provide and his related experience and references.

It is understood that the District will accompany LEE & RO to each facility during the site investigations and will open MCC section covers, panels and enclosures necessary for LEE & RO to gather the necessary data to prepare the final single-line diagrams and to complete the short circuit analysis, protective device coordination analysis and the arc flash hazard analysis. District personnel will isolate MCC sections to minimize the required PPE to arc flash PPE category 2 or less. LEE & RO personnel will provide their own PPE sufficient to meet arc flash PPE category 2 requirements.

Deliverables: None, however, field notes and supporting photographs will be included as a part of the draft and final reports (see Tasks 6 and 8 below).

Task 5.0 Electrical System Analyses

LEE & RO will perform the following electrical system analyses after gathering the necessary information from the site investigations. LEE & RO will also coordinate the effort necessary to obtain the utility fault contribution data for each facility from SCE and SDG&E, as applicable. LEE & RO will prepare a letter for the District's signature requesting the necessary data and information. The District will sign and submit the letters to the utilities. Fees associated with obtaining this data and information from the utility will be initially paid by LEE & RO and the District will reimburse LEE & RO for all costs. The cost of these fees will be passed through without markup. The cost of these fees are not known at this time and are not included in our fee estimate.

It must be noted that LEE & RO cannot accurately estimate the time it will take SCE and SDG&E to provide the requested utility fault data. Past experience has shown it can take as little as a few days or up to several months.

*Software models will be built for each site using SKM Systems Analysis, Inc. Power*Tools for Windows power system analysis software. The electrical system analyses services shall also be provided by Steve Potter, PE. Steve is an expert in short circuit analysis.*

overcurrent protective device coordination analysis and arc flash hazard analysis. Steve previously worked as a senior engineer for SKM Systems Analysis, Inc. for 15 years and understands the software inside and out.

Task 5.1 Basic Electrical System Analysis

Based on the information gathered from our review of existing records, site investigations, and preparation of as-built records, LEE & RO will provide a basic electrical system analysis to confirm that the electrical facilities are properly sized (e.g. circuit breakers, conductors, etc. are not overloaded) and that the stations comply with current NEC requirements. Non-conformance issues will be identified along with recommended corrective actions.

Task 5.2 Short-Circuit and Protective Device Coordination Analysis

LEE & RO will provide a short circuit and protective device coordination analysis of the facilities existing electrical protective devices. This analysis will be performed in accordance with the latest editions of the applicable IEEE and ANSI standards.

An electrical system short circuit analysis is used for the following:

- To compare the calculated maximum fault current with the interrupting ratings of overcurrent protective devices such as fuses and circuit breakers
- To investigate applicable short circuit series ratings and the protection of electrical equipment by current-limiting devices
- To verify the adequacy of other equipment, such as switches and equipment bussing, to withstand the effects of the calculated maximum fault current levels
- To assist in the selection and/or determination of settings for relays, fuses and circuit breakers
- To provide input, along with device trip characteristics, for an arc flash hazard analysis

An overcurrent protection device time-current coordination analysis is an organized effort to determine the settings, and where appropriate, the ampere ratings and types for the overcurrent protective devices in an electrical system. The objective of the coordination analysis is to effect a time-current coordination among the devices, thereby achieving the desired system protection and electrical service continuity goals. Maximum protection requires that overcurrent protective devices be rated, selected and adjusted to allow the normal load currents to flow while instantaneously opening the circuit when abnormal currents flow. However, maximum service continuity requires that the overcurrent protective be rated, selected and adjusted so that only the overcurrent protective device nearest the fault opens and isolates the faulted circuit from the system, permitting the rest of the system to remain in operation. Protective devices farther from the fault location should act as back-up protection for the devices nearer to the fault, allowing the fault to be cleared with a minimum of disruption to the system. This is referred to as "coordination" between the protective devices.

Graphs of the time versus current characteristics (TCC) of each protective device will be generated and compared with one another on a log-log graph for determining selection and settings of the overcurrent protective devices.



Task 5.3 Arc-Flash Hazard Analysis

LEE & RO will also perform an arc flash hazard analysis study to calculate the incident energy and arc flash boundary for each equipment bus and recommended personal protective equipment (PPE) required for work on energized equipment. The arc flash hazard analysis will be performed in accordance with the latest editions of the applicable NFPA and IEEE standards. The SKM Power*Tools software includes an Arc Flash Hazard Analysis study module that contains equations based on both NFPA 70E and IEEE 1584.

It should be noted that single-phase equipment will not be included in the scope of the study. IEEE 1584, Guide for Performing Arc-Flash Hazard Calculations presents a comprehensive methodology for arc flash hazard analysis. IEEE 1584 does not provide a method for calculating arc flash exposure values for single-phase circuits. Equipment below 240V and supplied via a transformer less than 125kVA is not considered per section 4.2 of IEEE 1584. For busses operating less than 240V, the PPE level is assumed to be Category 0 (1.2 cal/cm² or less) as long as the transformer size is less than 125kVA.

The arc flash hazard analysis will include the following:

- Calculation methods and assumptions, typical calculations, and tabulations of results
- Calculated bolted and estimated arcing fault current at the fault location
- Calculated trip time, opening time, and total clearing time of the protective device
- Calculated worst case arc flash boundary for each bus
- Calculated worst case arc flash incident energy (AFIE) in cal/cm² for each bus
- Recommended PPE levels for each bus
- Calculated shock approach boundaries in accordance with NFPA 70E requirements
- Recommendations to reduce AFIE

It should be noted that NFPA 70B and 70E address the issue of equipment maintenance and its potential effect on the arc flash protection boundary and the selection of PPE. Protective devices are considered to be in working order and will operate within specified tolerances to clear faults from the system. Non-functioning overcurrent protective devices can allow arcing faults to persist for much longer than normal, producing a very significant arc flash hazard beyond the results of the calculations.

Deliverables: The analyses listed in Task 5.1, 5.2, and 5.3 will be included as a part of the draft and final reports (see Tasks 6 and 8 below). Within the draft and final reports, the following sections shall be included (as a minimum):

Basic Electrical System Analysis

- Descriptions, purpose, basis and scope of the analysis.
- Listings of identified deficiencies or code violations.
- Recommendations for correcting identified deficiencies or code violations.
- Planning level cost estimates for correcting identified deficiencies or code violations.

Short-Circuit and Protective Device Coordination Analysis

- Descriptions, purpose, basis and scope of the analysis.
- Tabulations of circuit breaker, fuse and other protective device ratings versus calculated short circuit duties, and commentary regarding same.
- Protective device time versus current coordination curves, tabulations of relay and circuit breaker trip settings, fuse selection, and commentary regarding same.
- Fault current calculations including a definition of terms and guide for interpretation of computer printout(s).

Arc Flash Hazard Analysis

- Descriptions, purpose, basis, and scope of analysis.
- Tabulations of equipment arc gap and bolted and estimated arcing fault current at the fault point.
- Tabulations of trip time, opening time, and total clearing time (total arc time) for each protective device.
- Tabulations of worst-case arc flash hazard incident energy and worst-case PPE for each bus/panel.
- Tabulations of shock hazard approach boundaries (limited approach boundary, restricted approach boundary, and prohibited approach boundary).
- Recommendations to reduce arc flash hazard energy and exposure.

Task 6.0 Draft Report

Electrical System Assessment Reports will be provided for each facility. The individual reports will be compiled into a comprehensive Electrical System Assessment Report that encompasses the Basic Electrical System Analysis, Short-Circuit and Protective Device Coordination Analysis, and the Arc Flash Hazard Analysis. The draft report shall contain the following sections: an introduction, background, results, recommendations, and summary. The final Record Single Line Diagrams will also be included in the report.

Deliverables: Five (5) copies of the draft report, bound with tabbed sections (Draft Report to include 11”x17” half sized final Record Single Line Drawings); fully searchable electronic .pdf file of the Draft Report

Task 7.0 Workshop

LEE & RO will conduct a workshop with District staff to perform a comprehensive review of the work performed and to discuss the draft report in detail. The workshop will review the final record single-line diagrams at each facility and will provide the opportunity to discuss all deficiencies identified and all recommendations made. At the conclusion of the workshop, District comments shall be documented so they can be incorporated into the final report.

The overall goal of the workshop is to ensure District staff’s understanding of the three (3) electrical system analyses performed and the recommendations associated with same.

Task 8.0 Final Report

LEE & RO will provide a Final Electrical System Assessment Report that incorporates all District comments as well as the conclusions reached at the workshop. The final report will be signed and stamped by a California Registered Professional Electrical Engineer. The final report is structured as a dynamic document. Outdated equipment evaluations and arc flash reports, as well as single-line diagrams and time –current coordination (TCC) curves can be replaced as the electrical system is modified going forward.

Deliverables: Five (5) copies of the Final Report, bound with tabbed sections (Final Report to include 11”x17” half sized final Record Single Line Drawings); fully searchable electronic .pdf file of the Final Report

Task 9.0 Implementation of Recommendations

District personnel will implement the recommendations related to the short-circuit analysis, the overcurrent protective device coordination analysis, and the arc flash hazard analysis under the direct oversight and direction of LEE & RO.

LEE & RO will furnish and install the arc flash labels at each facility in accordance with recommendations from the report. Arc flash labels will be UV resistant and will comply with latest editions of NFPA 70E, IEEE, NEC and ANSI standards requirements.

An informational guide for arc flash label requirements and newly classified arc flash PPE categories as specified in NFPA 70E (2015) has been included in **Appendix B**. The Arc Flash PPE Category system replaces the Hazard/Risk Category (HRC) system from the 2012 edition of NFPA 70E.

This task does not include implementing the recommendations of the Basic Electrical System Analysis, which will be implemented by the District at a later date.

Deliverables: Memorandum to District confirming that all recommendations of the Short-Circuit and Protective Device Coordination Analysis and the Arc Flash Hazard Analysis have been implemented (i.e. all electrical protective device settings and arc flash labels have been set and installed, respectively).

Task 10.0 Training

LEE & RO will provide one session (½ day) of specialized training for District personnel. Steve Potter, PE will provide the training. LEE & RO will provide the necessary training materials, including a training handbook for attending District personnel.

Deliverables: Training Manual and Materials for all trainees

Moulton Niguel Water District
 Electrical System Assessment of Station Facilities
 (Project No. OM15-16.029)

Labor Category: E8 Managing Engr (Proj Mgr); E7 Supervising Engr; E6 Principal Engr; E2 Assistant Engr; T3 Assoc. Designer; A3 Word Processor	E8	E7	E6	E2	T3	A3	SUB-Consultant	Total Hours	Total Labor	Other Direct Costs	TOTAL
Project Tasks	\$214	\$195	\$177	\$116	\$101	\$87	\$131				
Task 1: Project Management, Contract Administration & QA/QC											
Task 1.1 Project Management and Contract Administration (28 weeks)	14		28			28		70	\$10,388		\$10,388
Task 1.2 Meetings (3 Meetings)	10		10			4	24	48	\$7,402	\$150	\$7,552
Task 1.3 Quality Assurance/Quality Control	40	40	20					100	\$19,900		\$19,900
Subtotal Task 1, Project Management & QA/QC	64	40	58	0	0	32	24	218	\$37,690	\$150	\$37,840
Task 2: Records Review											
Task 2.1 Records Review		8		12				20	\$2,952		\$2,952
Subtotal Task 2, Records Review	0	8	0	12	0	0	0	20	\$2,952	\$0	\$2,952
Task 3: Preparation of Single-Line Diagrams											
Task 3.1 Prepare Draft Single-Line Diagrams		8			80	6		94	\$10,162	\$25	\$10,187
Task 3.2 Prepare Final Single-Line Diagrams					160	10	42	212	\$22,532	\$25	\$22,557
Subtotal Task 3, Single-Line Diagrams	0	8	0	0	240	16	42	306	\$32,694	\$50	\$32,744
Task 4: Site Investigations											
Task 4.1 Site Investigations							210	210	\$27,510		\$27,510
Subtotal Task 4, Site Investigations	0	0	0	0	0	0	210	210	\$27,510	\$0	\$27,510
Task 5: Electrical System Analyses (Includes labor for coordination with Utility)											
Task 5.1 Basic Electrical System Analysis	4	10					84	98	\$13,810		\$13,810
Task 5.2 Short-Circuit and Overcurrent Protective Device Coordination Analysis	4	20		60			126	210	\$28,222		\$28,222
Task 5.3 Arc Flash Hazard Analysis	4	20					84	108	\$15,760		\$15,760
Subtotal Task 5, Electrical System Analyses	12	50	0	60	0	0	294	416	\$57,792	\$0	\$57,792
Task 6: Draft Electrical System Assessment Report											
Task 6.1 Prepare Draft Electrical System Assessment Report	4	8		12		16	158	198	\$25,898	\$200	\$26,098
Subtotal Task 6, Draft Report	4	8	0	12	0	16	158	198	\$25,898	\$200	\$26,098
Task 7: Workshop											
Task 7.1 Attend Workshop (Labor included in Task 1.2)											
Subtotal Task 7, Workshop											
Task 8: Final Electrical System Assessment Report											
Task 8.1 Prepare Final Electrical System Assessment Report (includes arc flash labels)	4	8		12		16	156	196	\$25,636	\$300	\$25,936
Subtotal Task 8, Final Report	4	8	0	12	0	16	156	196	\$25,636	\$300	\$25,936
Task 9: Implementation of Recommendations											
Task 9.1 Implement Recommendations (includes installation of arc flash labels)				80			124	204	\$25,524	\$1,000	\$26,524
Subtotal Task 9, Implement Recommendations	0	0	0	80	0	0	124	204	\$25,524	\$1,000	\$26,524
Task 10: Training											
Task 10.1 Training for District Personnel (Labor included in Task 1.2)											
Subtotal Task 10, Training											
TOTAL NOT-TO-EXCEED NON OPTIONAL SERVICES	84	122	58	176	240	80	1,008	1,768	\$235,696	\$1,700	\$237,396

-27-

#6.

EXHIBIT C

LEE & RO, Inc.

FY 2015-2016 HOURLY BILLING RATE SCHEDULE
 (Effective From November 1, 2015 to October 31, 2016)

PERSONNEL CLASSIFICATION			BILLING RATES (\$/HOUR)
ENGINEERS			
Engineer 8	E8	Managing Engineer	214
Engineer 7	E7	Supervising Engineer	195
Engineer 6	E6	Principal Engineer	177
Engineer 5	E5	Senior Engineer	161
Engineer 4	E4	Engineer	146
Engineer 3	E3	Associate Engineer	131
Engineer 2	E2	Assistant Engineer	116
Engineer 1	E1	Junior Engineer	101
CAD / DESIGNERS			
Technician 7	T7	Supervising Designer	161
Technician 6	T6	Principal Designer	146
Technician 5	T5	Senior Designer	131
Technician 4	T4	Designer	116
Technician 3	T3	Associate Designer	101
Technician 2	T2	Draftsperson	87
Technician 1	T1	Junior Draftsperson	75
FIELD PROFESSIONALS / CONSTRUCTION INSPECTORS			
Field Professional 6	F6	Construction Manager	177
Field Professional 5	F5	Senior Resident Engineer	161
Field Professional 4	F4	Resident Engineer	146
Field Professional 3	F3	Senior Inspector	131
Field Professional 2	F2	Inspector	116
Field Professional 1	F1	Assistant Inspector	101
ADMINISTRATIVE			
Administrative 4	A4	Administrative Professional	101
Administrative 3	A3	Word Processor II	87
Administrative 2	A2	Word Processor I	75
Administrative 1	A1	Clerical/Office Aide	64

Exhibit D

LEE & RO, Inc. Other Direct Costs (ODC) Billing Schedule

FY2015

Automobile Mileage	IRS Published Rate
In-house Reproduction	\$0.06 / sheet (8.5 x 11 Bond B & W) \$0.18 / sheet (8.5 x 11 Bond Color) \$0.15 / sheet (11 x 17 Bond B & W) \$0.40 / sheet (11 x 17 Color) \$1.15 / sheet (24 x 36 Bond)
Mylar Original	\$7.00 / sheet (24 x 36 or 22 x 34)
Work Stations and Computers	No Charge
Subconsultant Mark-up	Subconsultant invoice amount plus 5% mark-up, unless otherwise Client specifies
Reproduction by Outside Printing Firm	Invoice amount plus 5% Handling Charge unless otherwise Client specifies
Other Direct Costs & Expenses (Overnight mailing, Equipment rental, Project-specific Engineering software, etc.)	At Cost



Moulton Niguel Water District

STAFF REPORT

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

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

SUBJECT: Reimbursement Agreement with El Toro Water District

DIVISION: District-wide

SUMMARY:

Issue: The Moulton Niguel Water District (MNWD) and El Toro Water District (ETWD) have developed a reimbursement agreement for expenses incurred by MNWD for analysis performed for ETWD under MNWD’s Recycled Water Master Plan contract with AKM Consulting.

Recommendation: It is recommended that the Board of Directors approve the Agreement between El Toro Water District and Moulton Niguel Water District for Recycled Water System Analysis as part of the MNWD Recycled Water Master Plan (Agreement) subject to non-substantive changes approved by the General Manager and Legal Counsel and authorize the General Manager to execute the Agreement.

Fiscal Impact: Per the terms of the Agreement, MNWD will be reimbursed by ETWD for work associated with analyzing impacts of conveying ETWD’s recycled water through MNWD’s recycled water system. The amount to be reimbursed by ETWD is \$46,087.

BACKGROUND:

During the development of the Long Range Water Reliability Plan, MNWD identified recycled water as its highest priority alternative water supply source. Currently, almost a quarter of the District’s overall water demand is met with recycled water. In August 2015, the Board of Directors awarded a contract to AKM Consulting to develop a Recycled Water Master Plan (RWMP) to evaluate expanding the existing recycled water system and supplies locally and regionally.

#7.

Reimbursement Agreement with El Toro Water District

October 12, 2015

Page 2 of 2

The analyses to be performed as part of the RWMP include hydraulic model development, assessment of existing and future recycled water users, assessment of recycled water supply and demand, evaluation of existing system hydraulics, diurnal and seasonal storage requirements, system deficiencies, operational improvements, interagency connection and opportunities, and development of a capital improvement plan.

DISCUSSION:

ETWD requested that MNWD evaluate opportunities to transmit ETWD's recycled water through MNWD's system to potential seasonal storage facilities, utilize ETWD's recycled water in some parts of MNWD's system while providing MNWD recycled water to other parts of ETWD's system, and the potential for other beneficial uses of recycled water between the two Districts. MNWD determined that the best course of action was to incorporate the analysis requested as part of the MNWD's contract with AKM Consulting for the RWMP.

MNWD has worked with ETWD and legal counsel to develop a reimbursement agreement. The significant terms of the Agreement are as follows:

1. As the owner of the RWMP agreement with AKM Consulting, MNWD will act as the project manager for the analysis requested by ETWD.
2. ETWD will be responsible for providing all necessary data and reviews in a timely manner and reimburse MNWD for costs associated with ETWD analysis request.

Attachment: Draft Reimbursement Agreement

**AGREEMENT BETWEEN EL TORO WATER DISTRICT AND
MOULTON NIGUEL WATER DISTRICT FOR RECYCLED WATER SYSTEM
ANALYSIS AS PART OF THE MNWD RECYCLED WATER MASTER PLAN**

This Agreement (“AGREEMENT” herein), dated and effective the _____ day of _____, 2015 (“Effective Date”), is by and between the **EL TORO WATER DISTRICT**, hereinafter referred to as “ETWD” and **MOULTON NIGUEL WATER DISTRICT**, hereinafter referred to as “MNWD.” ETWD and MNWD are sometimes referred to in this AGREEMENT individually as “Party,” or jointly as “Parties.”

RECITALS

A. MNWD is performing detailed analysis of its recycled water system and recycled water use potentials via a Recycled Water Master Plan (RWMP).

B. ETWD requested that MNWD evaluate the potential to transmit ETWD’s recycled water through MNWD’s system to potential seasonal storage facilities, the potential to utilize ETWD recycled water in some parts of MNWD’s system while providing MNWD recycled water to other parts of ETWD, and the potential for other beneficial uses of recycled water between the two Parties.

C. MNWD determined the best course of action is to incorporate the analysis requested by ETWD (“ETWD Analysis”) as part of MNWD’s contract with AKM Consulting (AKM) for the RWMP. AKM will perform the ETWD Analysis and incorporate it into the final report to be provided to MNWD pursuant to the agreement between MNWD and AKM. The Scope of Work for the ETWD Analysis is further described in Exhibit “A” attached hereto and incorporated herein by reference.

D. ETWD shall reimburse MNWD for amount charged by AKM for the ETWD Analysis as set forth in this AGREEMENT.

NOW THEREFORE, IT IS AGREED by and between the parties as follows:

SECTION I

MNWD, IN ADDITION TO ANY OBLIGATIONS AND RESPONSIBILITIES, AND RIGHTS, SET FORTH IN SECTIONS II AND III HEREOF, SHALL:

1. Be responsible for providing direction to AKM regarding the performance of the ETWD Analysis pursuant to the provisions of the agreement between MNWD and AKM.
2. Be the project manager for the combined project effort for the activities contemplated under this AGREEMENT.

#7.

3. Include ETWD in appropriate meetings with MNWD's staff and AKM and provide documents, requests for information, and progress reports related to the ETWD Analysis as said work progresses and final documents and reports upon completion of all work to be performed by AKM.

4. Be responsible for payment of the amounts owed under the agreement with AKM and shall then provide a written statement to ETWD as to the amount owed by ETWD for the ETWD Analysis.

SECTION II

ETWD, IN ADDITION TO ANY OBLIGATIONS AND RESPONSIBILITIES, AND RIGHTS, SET FORTH IN SECTIONS I, AND III HEREOF, SHALL:

1. Be responsible for timely review and approval of submittals associated with the ETWD Analysis as the work progress on the ETWD Analysis.

2. Provide available data, documents and any other information as may be requested by MNWD's staff and/or AKM as the work progress.

3. Upon completion of the RWMP and within sixty (60) calendar days of receipt of an invoice and final accounting report from MNWD, ETWD shall provide to MNWD final payment for work associated with the ETWD Analysis in the amount of forty six thousand eighty seven dollars (\$46,087) as set forth in Exhibit "B" attached hereto and incorporated herein by reference. Nothing in this AGREEMENT shall be deemed to be a representation or warranty of the total amount which will be ultimately due and owing under this AGREEMENT for the ETWD Analysis. MNWD shall not authorize any additional charge by AKM for the ETWD Analysis without the prior consent of ETWD.

4. Pursuant to Section 895.4 of the Government Code, defend with counsel approved in writing by MNWD, and indemnify and hold and save harmless MNWD and its elected and appointed officials, officers, agents and employees, from all liability arising from loss, damage or injury to persons or property, including any and all legal costs and attorney's fees, in any manner arising out of the performance, by ETWD, its elected and appointed officials, officers, agents and employees, of ETWD's obligations under the AGREEMENT.

SECTION III

IT IS MUTALLY UNDERSTOOD AND AGREED:

1. The terms and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

2. This AGREEMENT constitutes the entire agreement between MNWD and ETWD and supersedes all prior understandings and agreements, if any, between the Parties with respect to the subjects hereof. The AGREEMENT may only be modified in a writing specifically referencing the AGREEMENT and signed by both Parties hereto.

3. If any part of this AGREEMENT is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of the AGREEMENT shall be given effect to the fullest extent reasonably possible.

4. The Parties represent and warrant that this AGREEMENT has been duly authorized and executed and constitute the legally binding obligation of their respective entity enforceable in accordance with its terms. This AGREEMENT may be executed in counterparts, and each counterpart shall be deemed to be an original.

5. All notices or other communication provided for herein shall be in writing and shall be personally served or delivered by United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

Moulton Niguel Water District
 Ms. Joone Lopez, General Manager
 27500 La Paz Road
 Laguna Niguel, CA 92677
 jlopez@mnwd.com
 with a copy to: Director of Engineering and Operation
 (same address above)

El Toro Water District
 Mr. Robert Hill, General Manager
 24251 Los Alisos Blvd
 Lake Forest, CA 92630

Either Party may, by notice to the other Party, designate a different address for notices which shall be substituted for that specified above. Any notice given as provided in this paragraph shall be deemed to have been received, if personally served, as of the date and time of service, or if deposited in the mail as provided above, forty-eight (48) hours after deposit in the mail.

6. This AGREEMENT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret the AGREEMENT, the sole and exclusive venue shall be in Orange County, notwithstanding any potential application of Code of Civil Procedure, Section 394.

7. This AGREEMENT shall be effective on the date of full execution by both Parties ("Effective Date"). The term of this AGREEMENT shall be from the Effective Date to the date of completion of performance of the services under the agreement between AKM and MNWD. ETWD may terminate this AGREEMENT at any time with ten (10) days prior written notice to MNWD, provided ETWD shall remain responsible for all costs incurred by MNWD for the services associated with Exhibit A incurred prior to the termination and not otherwise paid by ETWD as agreed herein and subject to all limitations herein, and ETWD shall further be and remain responsible for any such future costs arising after such termination that cannot otherwise be mitigated under the terms of the contract with AKM, subject to all limitations hereunder. Any

#7.

notice of termination hereunder by either Party shall be in writing and shall state the date upon which such termination is effective. Notice shall be served as provided in paragraph 5 above.

8. Additional Termination:

- a. In the event the RWMP is not initiated within two (2) years of the Effective Date of this AGREEMENT, this AGREEMENT will automatically terminate unless extended in writing by mutual agreement of the Parties.
- b. In the event MNWD is unable to proceed with the RWMP in accordance with the terms and conditions of this AGREEMENT, and prior to ETWD incurring any costs for the work in Exhibit A, MNWD may terminate this AGREEMENT, with or without cause, upon delivery of thirty (30) days written notice to ETWD.
- c. Notice of termination shall be in writing and shall state the date upon which such is effective. Notice shall be served as provided in paragraph 5 above.

9. This AGREEMENT is by and between ETWD and MNWD and is not intended and shall not be construed so as to create, as between ETWD and MNWD any agency, servant, employee, partnership, joint venture, association, joint powers, or other relationship between the ETWD and MNWD.

10. The failure of ETWD or MNWD to insist upon strict performance of any of the covenants or conditions of this AGREEMENT shall not be deemed a waiver of any right or remedy the ETWD or MNWD may have, and shall not be deemed a waiver of any right to require strict performance of all the terms, covenants and conditions of the AGREEMENT thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this AGREEMENT.

11. Attorney's Fees. In the event of any litigation or arbitration or dispute resolution process between the Parties regarding this Agreement, the prevailing Party shall be entitled to the payment by the losing Party of the prevailing Party's reasonable attorneys' fees, court costs and litigation expenses, as determined by the court or arbitrator.

12. The Parties agree the Recitals are true and correct, and the terms and conditions of the Recitals are a part of this AGREEMENT.

13. Each Party shall execute its respective activities so as to avoid injury or damage to any person or property. In carrying out its respective activities, each Party shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations. Each Party shall be liable to the other Party for all violations of such laws and regulations in connection with the respective activities.

[Remainder of this page blank.]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives on the date written above,

MOULTON NIGUEL WATER DISTRICT

Date: _____ By: _____
Joone Lopez, General Manager

EL TORO WATER DISTRICT

Date: _____ By: _____
Robert Hill, General Manager

#7.

EXHIBIT A

SCOPE OF WORK – ETWD

**EXHIBIT A
SCOPE OF WORK - ETWD**

TASK 1 - PROJECT ADMINISTRATION / MANAGEMENT

Project management activities will include:

- Project kickoff meeting
- Specific task meetings (4) with El Toro Water District (ETWD)

TASK 2 - DATA COLLECTION AND REVIEW

The following information will be collected from ETWD and reviewed:

- Proposed connection points to Moulton Niguel Water District (MNWD)
- System mapping and exhibits
- Daily 2013-2015 secondary effluent flow, including hourly flows for two 24-hour periods
- Daily 2013-2015 recycled water production, including hourly flows for two 24-hour periods
- Monthly recycled water billing data
- Existing and phased future conversion information

TASK 3 - REGULATORY OVERVIEW

No work is included for ETWD under this task.

TASK 4 - RECYCLED WATER MARKET AND DEMAND ASSESSMENT

TASK 4A - INVENTORY EXISTING WATER USERS AND DEMANDS

ETWD will provide monthly demand data for existing users. This data will be summarized in a section describing ETWD in the master plan.

TASK 4B - DEVELOP DIURNAL FLOW CHARACTERISTICS

ETWD will provide monthly demand data, diurnal demand data (pump station flows for two 24-hour periods), and diurnal supply information (based on wastewater flows tributary to the treatment plant or secondary effluent flows), which will be utilized in developing diurnal demand and supply information for the model.

TASK 4C - DEVELOP SEASONAL FLOW CHARACTERISTICS

From the information provided in Task 4B, we will develop monthly demands, as well as hourly demands for use in subsequent extended period evaluations of the system with the combined flows.

TASK 4D - IDENTIFY POTENTIAL RECYCLED WATER DEMANDS AND DIURNAL AND SEASONAL CHARACTERISTICS

This task is included in Tasks 4B and 4C. Analysis is included in Tasks 6; 7.2.1; 10, and 11.

TASK 4E - ASSESS THE IMPACT OF TURF REMOVAL ON RECYCLED WATER CONSUMPTION

No work is included for ETWD under this task.

TASK 4F - PREPARE A LIST OF ALL POTENTIAL RECYCLED WATER USERS

No work is included for ETWD under this task.

TASK 4G - REVIEW AND UPDATE USER COST EFFECTIVENESS ANALYSIS

No work is included for ETWD under this task.

TASK 4H - PRIORITIZE IMPLEMENTATION OF RECYCLED WATER CONVERSION PROJECTS

No work is included for ETWD under this task.

TASK 4I - DEVELOP A PHASED IMPLEMENTATION SCHEDULE

No work is included for ETWD under this task.

#7.

TASK 5 – RECYCLED WATER SUPPLY

Under this task, we will summarize the recycled water supply available from ETWD based upon information from ETWD, and project recycled water that may be available to ETWD from MNWD.

TASK 6 – SEASONAL AND OPERATIONAL STORAGE NEEDS ASSESSMENT

First, we will evaluate the existing and future seasonal storage needs for MNWD independent of any ETWD involvement to identify the system improvements needed for MNWD in maximizing the use of supplies that are available to MNWD. This work will include a sensitivity analysis with 5% and 10% reduction in future wastewater flows (recycled water production).

We will compare the monthly supplies and demands to determine the flow that can be conveyed to storage, and flow required from storage. This will then determine if there is surplus capacity that can be used regionally.

We will conduct the same analysis for ETWD, to determine the flow that can be conveyed to regional storage (Upper Oso Reservoir) during the lower demand months, and flow that will be needed from the Upper Oso Reservoir during the higher demand months. This analysis will determine if excess capacity is available to MNWD and other potential regional participants. Actual analysis of how the flow can be delivered to and taken from the Upper Oso Reservoir will be conducted in Tasks 7.2, 10, and 11.

TASK 7 – HYDRAULIC MODEL UPDATE

TASK 7.1.1 – HYDRAULIC MODEL DEVELOPMENT

We will develop a hydraulic model of MNWD’s system, including a portion of Santa Margarita Water District’s (SMWD) system that is connected to the Upper Oso Reservoir, and a separate model, which will add ETWD demands and supply at appropriate model nodes as boundary conditions. The purpose of creating two separate models is to clearly identify the additional facilities needed in MNWD system to receive recycled water from ETWD for use in MNWD system; convey recycled water to ETWD system for its use in maximizing service in its service area and minimizing supplemental potable water use during the peak demand periods; and convey ETWD water to and from the Upper Oso Reservoir. ETWD will be responsible for determining the respective facilities needed within its system for these scenarios.

TASK 7.1.2 – MODEL CALIBRATION

No cost is included for ETWD for this task

TASK 7.2 – MODEL SCENARIOS

We will conduct extended period simulations of the system for the following conditions:

1. Existing System
 - a. Low period demands (winter)
 - b. Average period demands (spring/fall)
 - c. Maximum period demands (summer)

We will identify the MNWD and SMWD system improvements needed to provide service to ETWD with the existing MNWD system and demands.

2. Future System – The work of this task is included in Tasks 6, 10, and 11.

TASK 7.3 – HYDRAULIC MODEL MANUAL

No work is included for ETWD under this task.

TASK 8 – TIME MANAGEMENT AND USER SCHEDULING PLAN

No work is included for ETWD under this task.

TASK 9 – EXISTING SYSTEM ANALYSIS

TASK 9.1 – EVALUATION CRITERIA

No work is included for ETWD under this task.

TASK 9.2 – CONDITION ASSESSMENT

No work is included for ETWD under this task.

TASK 9.3 – SYSTEM PRESSURES AND PRESSURE ZONES

No work is included for ETWD under this task.

TASK 10 – PROPOSED SYSTEM ANALYSIS

We will conduct proposed system analyses (low, average, and high demand extended period simulations) utilizing the ultimate system selected for MNWD with the addition of ETWD supplies and demands.

We will formulate improvement projects needed in the MNWD and SMWD systems to provide service to ETWD, and utilize ETWD supplies. We will review them with ETWD, address any comments, and finalize the recommendations.

TASK 11 – INTER-AGENCY OPPORTUNITIES

This task will evaluate possible service to other parties, including SMWD and Laguna Beach County Water District utilizing excess supplies that may be available from ETWD and MNWD, the additional facilities needed, and their cost estimates.

TASK 12 – CAPITAL IMPROVEMENT PLAN

A capital improvement program (CIP) will be developed for projects involving the ETWD based on the results of the hydraulic analyses of the existing and proposed systems, seasonal storage analyses, and inter-agency opportunities. We will meet with ETWD to review the recommended plan, address comments, and finalize the CIP.

TASK 12.1 – COSTS

Cost estimates will be developed for each recommended CIP project and will include engineering, construction, and other contingencies. To the extent possible, cost estimates will be based on actual bid data for MNWD or for similar projects in the area for agencies with similar contract requirements to that of ETWD.

TASK 12.2 – PHASES

The recommended capital improvement projects for MNWD and ETWD will be used to develop a phased Capital Improvement Plan for ETWD.

TASK 13 – REPORT

We will prepare a letter report that will document the work conducted, results, recommendations, and a capital improvement plan.

#7.

EXHIBIT B

FEE ESTIMATE FOR ETWD ANALYSIS

EXHIBIT B - STAFF HOUR & FEE ESTIMATE
El Toro Water District
Moulton Niguel Recycled Water Master Plan
September 9, 2015

Task	Project Manager (AKM) - Zaki Kaytran	Project Engineer (AKM) - Diann Fay	Hydraulic Modeling and Analysis (AKM) - Jon Nitta	Hydraulic Modeling and Analysis (AKM) - Halv Herrera	Field Data Collection (AKM) - Steve Patterson	Condition Assessment (AKM) - Gary Hobson	QA/QC (AKM) - John League	Office Support	Project Mgr (Carollo) - Inge Wiersma	Project Engr (Carollo) - Amy Martin	Staff Engineer/GIS (Carollo) - Almee Zhao	Condition Assessment Lead (Carollo) - Andrew Wiesner	Regulatory Overview (Carollo) - Guy Carpenter	Structural Engr (Carollo) - James Doering	Mechanical Engr (Carollo) - Khalil Kaitouz	Graphics, Admin / Document Processing	Sr. GIS Analyst (DCSE) - Haritha Vendra	GIS Analyst (DCSE) - Latha Patkur, Hugh Dittich	Total Hours	Labor Cost	Expenses	Total Cost
1 Project Administration / Management	6	12																	18	\$3,390		\$3,390
2 Data Collection and Review	2	4	8																14	\$2,330		\$2,330
3 Regulatory Overview																						
4 Recycled Water Market and Demand Assessment																						
4a Inventory Existing Water Users and Demands									1	1	2								4	\$662		\$662
4b Develop Diurnal Flow Characteristics	2	4	4	12															22	\$3,170		\$3,170
4c Develop Seasonal Flow Characteristics	2	2	4	12															20	\$2,800		\$2,800
4d Identify Potential Recycled Water Demands & Diurnal and Seasonal Characteristics																						
4e Assess the Impact of Turf Removal on Recycled Water Consumption																						
4f Prepare a List of All Potential Recycled Water Users																						
4g Review and Update User Cost Effectiveness Analysis																						
4h Prioritize Implementation of Recycled Water Conversion Projects																						
4i Develop a Phased Implementation Schedule																						
5 Recycled Water Supply	2	4	4																10	\$1,730		\$1,730
6 Seasonal Storage Needs Assessment	2	4	8	8															22	\$3,290		\$3,290
7 Hydraulic Model Update																						
7.1.1 Hydraulic Model Development	2	2	8	12															24	\$3,400		\$3,400
7.1.2 Model Calibration																						
7.2 Model Scenarios - Existing MNWD Demands and Ultimate ETWD Demands	2	8	8	24															42	\$5,950		\$5,950
7.3 Hydraulic Model Manual																						
8 Time Management and User Scheduling Plan																						
9 Existing System Analysis																						
9.1 Evaluation Criteria																						
9.2 Condition Assessment																						
9.3 System Pressures and Pressure Zones																						
10 Proposed System Analysis - Future MNWD Demands and Ultimate ETWD Demands	2	4	8	24															38	\$5,210		\$5,210
11 Inter-Agency Opportunities	2	4	8																14	\$2,330		\$2,330
12 Capital Improvement Plan																						
12.1 Costs	2	4	8																14	\$2,330		\$2,330
12.2 Phases																			2	\$335		\$335
13 Report - Separate Technical Memo for ETWD	4	32	8	8															52	\$8,860	\$300	\$9,160
Total Hours	30	85	77	100	0	0	0	0	221	168	273	0	0	0	0	0	0	0	296	\$45,787	\$300	\$46,087
Rate \$/hr	\$105	\$185	\$150	\$120	\$130	\$185	\$105	\$60	\$221	\$168	\$137	\$168	\$200	\$200	\$200	\$116	\$126	\$105				
Total Cost	\$5,860	\$15,725	\$11,550	\$12,000	\$0	\$0	\$0	\$0	\$221	\$168	\$273	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$45,787	\$300	\$46,087



Moulton Niguel Water District

STAFF REPORT

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

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

SUBJECT: On-Call Geotechnical Engineering Services

DIVISION: District-wide

SUMMARY:

Issue: The District regularly utilizes contract services to provide geotechnical engineering services during the construction of District facilities. District staff issued a Request for Proposals (RFP) for On-Call Geotechnical Engineering Services.

Recommendation: It is recommended that the Board of Directors approve the engineering services agreements with GMU Geotechnical, Inc., Hushmand Associates, Inc., and Petra Geosciences, Inc., each with a not-to-exceed amount of \$150,000 and duration of three years; and authorize the General Manager to execute the agreements.

Fiscal Impact: The agreements will be funded with projects from the Capital Improvement Program and Operating Budget as needed for geotechnical engineering services.

BACKGROUND:

A comprehensive list of capital improvement projects and general engineering and operations support services has been identified for implementation over the next several years. The majority of these projects and services involve the installation of below ground facilities, necessitating construction phase geotechnical observation, field testing, and laboratory testing to ensure compliance with a project's specifications or City permit requirements.

In addition to providing geotechnical engineering services during construction, occasional miscellaneous geotechnical engineering support is required in other aspects of the District's operations, such as design assessments and emergency repairs

#8.

On-Call Geotechnical Engineering Services

October 12, 2015

Page 2 of 2

DISCUSSION:

The District issued a Request for Proposals (RFP) for On-Call Geotechnical Engineering Services During Construction to seven qualified firms. On September 17, 2015, the District received six proposals. The firms that submitted a proposal are:

- GMU Geotechnical, Inc. (GMU)
- Hushmand Associates, Inc. (HAI)
- Petra Geosciences, Inc. (Petra)
- Converse Consultants
- Leighton Consulting, Inc.
- LGC Geotechnical, Inc.

The proposals were evaluated based on related project experience, understanding of the project objectives and scope of work, project team experience and expertise, familiarity with cities within the District's service area, project management approach, fee schedules, and other unique qualifications.

The proposals received were of high quality and extremely competitive. The firms that offered the overall best value to the District were GMU, HAI, and Petra. All three firms have local offices, have provided services for the District in the past, have competitive hourly rates, and are familiar with the cities within the District's service area.

The contractual vehicle that will be used for the on-call services is provided as an attachment. Each firm will be issued an agreement that will facilitate individual task orders. The majority of the task orders are anticipated to be under \$25,000. The cumulative maximum of the task orders is \$150,000 for the three year term of each contract. The proposed contract amounts are consistent with the anticipated geotechnical engineering services during construction that will be required over the proposed three year contract duration.

The proposed agreements are provided in Exhibits A, B, and C.

Attachments:

- Exhibit A – Agreement for Engineering Services (GMU Geotechnical, Inc.)
- Exhibit B – Agreement for Engineering Services (Hushmand Associates, Inc.)
- Exhibit C – Agreement for Engineering Services (Petra Geosciences, Inc.)

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
MOULTON NIGUEL WATER DISTRICT AND GMU GEOTECHNICAL, INC.
MNWD PROJECT: ON-CALL GEOTECHNICAL ENGINEERING SERVICES FOR CAPITAL
IMPROVEMENT PROGRAM IMPLEMENTATION
CONTRACT NO. OM15-16.027**

THIS AGREEMENT (the "Agreement") is executed and dated as of _____, 2015 (the "Execution Date"), by and between GMU Geotechnical, Inc., hereinafter referred to as the "ENGINEER" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of engineering services to MNWD by ENGINEER. MNWD and ENGINEER may sometimes be referred to in this Agreement individually as "party" and together as "parties."

In consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION I – PURPOSE

Section 1.1 ENGINEER shall provide on-call geotechnical engineering services to MNWD in connection with the implementation of capital improvement projects (the "Services") on a "Task Order" basis, as such term is defined and applied under this Agreement. This Agreement, including all attached Exhibits as well as each Task Order issued pursuant to the terms of Section III, form the Agreement between the parties ("Agreement").

SECTION II – SCOPE OF SERVICES AND PERFORMANCE

Section 2.1 ENGINEER shall perform the Services in accordance with the Scope of Services under each Task Order (each a "Scope of Services"), any requirements set forth in a Task Order (as defined in Section III), 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 for each Task Order to meet the needs and objectives of MNWD and this Agreement, subject to terms for changes in scope under Section 5.2 if applicable.

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

Section 2.3 ENGINEER 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 professional engineering practices and principles, and to the satisfaction of MNWD. ENGINEER 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 ENGINEER must receive prior written approval from MNWD before using any subconsultants in accordance with Section 2.5 herein. In performing the Services under this Agreement, ENGINEER shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

Section 2.4 ENGINEER'S Principal, duly licensed in the State of California, who shall be the

#8.

Principal in Charge of work, is David Hansen, PE. Without prior written approval of MNWD, ENGINEER will not make any changes to ENGINEER'S Principal in Charge, in subconsultants, in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Services.

Section 2.5 Any subconsultants ENGINEER proposes to use for any Task Order are subject to prior written approval by MNWD and set forth in the Task Order. ENGINEER is as responsible to MNWD for the acts and omissions of its subconsultants as it is for persons directly employed by ENGINEER. Nothing contained in this Agreement creates any contractual relationship between any subconsultant and MNWD. ENGINEER shall not allow any subconsultant to commence Services under any subcontract until all insurance required of ENGINEER has been obtained for the subconsultant. ENGINEER shall require and ensure that its subconsultants maintain the same level of insurance coverage as required of ENGINEER in Section X of this Agreement.

SECTION III – TASK ORDERS

Section 3.1 Each project and the related Services contemplated under this Agreement will be facilitated through written task orders (each a “Task Order”). The form of Task Order is attached hereto as Exhibit A and incorporated herein.

Section 3.2 Each Task Order shall be no greater than a maximum not-to-exceed amount of seventy-five thousand dollars (\$75,000), inclusive of any addenda thereto, with the sum of all Task Orders including addenda thereto not-to-exceed the total Agreement amount under Section IV.

Section 3.3 Each Task Order shall contain the Scope of Services specific to the project and related Services under consideration. In addition, each Task Order shall contain the fees, labor hours, and team proposed for the Task Order, and any approved subconsultants.

SECTION IV – ENGINEERING FEES

Section 4.1 In consideration for providing the Services pursuant to this Agreement, MNWD agrees to compensate ENGINEER for Services under any Task Order on a time and materials basis at the rates and amounts in the Fee Schedule attached hereto as Exhibit B and incorporated herein. Total payments under this Agreement for all Task Orders collectively shall not exceed **One Hundred Fifty Thousand Dollars (\$150,000)**. This maximum amount is inclusive of ‘labor costs’ and ‘reasonable direct costs’ as defined herein below in Section 4.3 and 4.4.

Section 4.2 The Fee Schedule sets forth the current billing rates of ENGINEER. The Fee Schedule shall be in effect upon execution of this Agreement for the duration of the first term, as defined in Section VII. The Fee Schedule is limited to maximum increases of 3% per year.

Section 4.3 ‘Labor costs’ shall be the total number of hours worked on the project Services by each employee of the ENGINEER multiplied by the applicable hourly billing rate based on the Fee Schedule set forth in Section 4.2.

Section 4.4 ‘Reasonable direct costs’ shall include those costs as described in each Task Order.

Section 4.5 The mark-up percentage charged to MNWD for Services performed by

ENGINEER'S subconsultants under this Agreement pursuant to any Task Order shall not exceed 5% of the amount billed to ENGINEER by its subconsultants.

Section 4.6 Monthly payments under a Task Order will be made based on submittal of invoices by ENGINEER. Invoices will include the date or period of Services, the number of hours worked by various labor categories, the hourly billing rate per individual, 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 ENGINEER, showing amounts due for ENGINEER and each subconsultant utilized during the monthly billing period. Incomplete invoices will be returned unpaid to ENGINEER. Each Task Order shall be billed on a separate invoice.

SECTION V - TASK ORDER COMPLETION

Section 5.1 ENGINEER shall not begin work on any Services pursuant to this Agreement until receipt of MNWD'S issuance and execution of a Task Order and notice to proceed, and ENGINEER's execution of the Task Order. Upon receipt of such notice, ENGINEER shall immediately commence the Services described in the Task Order. The Services pursuant to each Task Order shall be completed in an expeditious manner from the date the Task Order and written notice to proceed are issued to ENGINEER, and in any event no later than the completion date listed on the Task Order. Time is of the essence in the performance and completion of the Services. In the event the time for completing the Services is projected to be exceeded due to circumstances beyond the control of ENGINEER, ENGINEER shall have an additional amount of time to be agreed upon in writing between the parties pursuant to Section 5.2, Task Order Amendment.

Section 5.2 Upon MNWD's request for additional or changed Services, ENGINEER shall provide a cost estimate and written description of the additional or changed Services. 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 to the Task Order. Upon execution of each addendum, (i) the Scope of Services shall thereafter be as described in the Task Order, 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 5.3 MNWD may require ENGINEER's assistance on an emergency basis. Emergency Services shall be performed only after written direction is received from MNWD. A Task Order will be issued to ratify the emergency Services

SECTION VI - DOCUMENTATION AND OWNERSHIP

Section 6.1 MNWD shall make available to ENGINEER at no cost all technical data in MNWD's possession, including maps, past reports, prior studies, prior plan operating data, and other information reasonably required by ENGINEER and relating to the Services to be performed under this Agreement.

Section 6.2 ENGINEER will furnish to MNWD the agreed upon number of reports and supporting documents as specified in each Task Order. These instruments of service are

#8.

furnished for MNWD's use in connection with the project Services provided for in this Agreement and shall become MNWD's property upon receipt.

Section 6.3 All original drawings and other documents, including detailed calculations developed for the Project shall, upon payment in full for the Services under each Task Order or as otherwise provided in Section IV herein, be furnished to and become the property of MNWD. ENGINEER may retain a copy of all reports and documents for their files, subject to all other terms and provisions of this Agreement related to confidentiality.

SECTION VII – TERM

Section 7.1 The term of this Agreement shall commence upon the Execution Date and shall remain in effect for a period of three (3) years thereafter, unless otherwise terminated by either party pursuant to Section VIII herein; provided, this Agreement will be deemed to automatically extend and apply to any Task Orders executed under this Agreement that are outstanding at the end of a term.

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 ENGINEER of any or all Services listed in the Scope of Services and/or any Task Order under this Agreement by providing written notice to ENGINEER at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, ENGINEER shall immediately suspend any work or Services hereunder, unless otherwise instructed by MNWD in such notice.

Section 8.2 ENGINEER shall not perform further work or Services under this Agreement after the effective date of suspension until receipt of written notice from MNWD to resume performance. MNWD and ENGINEER agree that in the event MNWD suspends or terminates performance by ENGINEER for any cause other than the intentional or negligent error or omission of ENGINEER, ENGINEER shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under Section 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 or Services completed and/or being suspended or abandoned.

SECTION IX - CONFIDENTIALITY

Section 9.1

A. ENGINEER understands that all documents, records, reports, data or other materials (collectively "Materials") provided by MNWD to ENGINEER pursuant to this Agreement, including but not limited to draft reports, final reports and all data, information, documents, graphic displays and other items that are not proprietary to ENGINEER and that are utilized or produced by ENGINEER pursuant to this Agreement are to be considered confidential for all purposes.

B. ENGINEER shall be responsible for protecting the confidentiality and maintaining the security of Materials and records in its possession. All Materials shall be deemed confidential and shall remain the property of MNWD. ENGINEER understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or subconsultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by MNWD. ENGINEER agrees not to make use of such Materials for any purpose not related to the performance of the Services under this Agreement. ENGINEER shall not make written or oral disclosures thereof, other than as necessary for its performance of the Services hereunder, without the prior written approval of MNWD. Disclosure of confidential Materials shall not be made to any individual, agency, or organization except as provided for in the Agreement or as provided by law.

C. All confidential Materials saved or stored by ENGINEER in an electronic form shall be protected by adequate security measures to ensure that such confidential Materials are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this Section IX survive the termination or completion of the Agreement.

SECTION X - INSURANCE AND INDEMNIFICATION

Section 10.1 Professional Liability Insurance. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement a professional liability (errors and omissions) policy of insurance having coverage of not less than One Million Dollars (\$1,000,000) for each claim and in annual aggregate. The following provisions shall apply if the professional liability coverage is written on a claims-made basis:

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

Section 10.2 General/ Automobile Liability Insurance. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement a general liability policy of insurance for bodily injury and/or death, personal injury and property damage claims which may arise from or in connection with the performance of the work under this Agreement by ENGINEER and its subconsultants, and each of their agents, representatives, or employees. Such public liability and property damage insurance (which shall cover claims, injury, death, loss

#8.

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 10.2 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 a form acceptable to MNWD.

Section 10.3 Worker's Compensation. By its signature hereunder, ENGINEER certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that ENGINEER will comply with such provisions before commencing the performance of work under this Agreement. ENGINEER and subconsultants 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 10.4 Requirements of All Policies. All policies of insurance required under this Section X shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class XIII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. ENGINEER shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

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

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

Section 10.5 Indemnity. ENGINEER shall hold harmless, indemnify and defend, including the cost to defend, MNWD and its directors, officers, employees and representatives from liability, claims, losses, 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,

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

The 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 date of this Agreement. The ENGINEER'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all Services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by ENGINEER hereunder.

SECTION XI – PREVAILING WAGE

Section 11.1

A. Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. District is a public agency in the State and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein. ENGINEER represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects, and will be comply with the Prevailing Wage Laws, including but not limited to the payment of prevailing 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 ENGINEER. It shall be mandatory ENGINEER to pay not less than the specified rates to all workers employed by them in the execution of the Work.

B. ENGINEER 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. Contracts/subcontracts shall not be entered into after April 1, 2015, with any ENGINEER without proof of current registration to perform work consistent and in compliance with the requirements of Sections 1725.5 and 1771.1. ENGINEER acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contracts entering into with any ENGINEER 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).

C. ENGINEER is 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. ENGINEER'S DIR Registration No. is 1000018001.

D. ENGINEER acknowledges that it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

E. The ENGINEER 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.

SECTION XII - WARRANTY/DISCLAIMER

Section 12.1 ENGINEER is employed to render engineering services pursuant to this Agreement only, and any payments made to ENGINEER are compensation solely for such services as it may render and recommendations it may make in carrying out the work or Services. ENGINEER makes no warranty, either expressed or implied, as to its services furnished under this Agreement, including any findings, opinions, recommendations, factual presentations, or professional advice, other than that such services will be performed in accordance with generally accepted professional engineering practices and principles.

Section 12.2 In performing services under this Agreement, ENGINEER shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD. ENGINEER shall procure and maintain all permits, licenses and other governmental required certifications necessary for the performance of the Services, at the sole cost of ENGINEER.

Section 12.3 The Services to be performed by ENGINEER are intended solely for the benefit of MNWD. Nothing contained herein shall confer any rights upon or create any duties on the part of ENGINEER toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them. Any reuse of documents or data for other than the intended use shall be at the sole risk of MNWD.

SECTION XIII - GENERAL

Section 13.1 ENGINEER represents that it is aware of no facts or circumstances which would impair its ability to provide fair and unbiased advice to MNWD in the course of performing the engineering services hereunder, or which would impact its objectivity in performing such services hereunder.

Section 13.2 This Agreement represents the entire understanding of MNWD and ENGINEER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the parties. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it. In the event of any inconsistency between this Agreement and any other agreement or document between the parties, either written or verbal, including any ENGINEER proposal document, this Agreement shall control.

Section 13.3 This is a non-exclusive Agreement for the services contemplated herein.

Section 13.4 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: Marc Serna
 Director of Engineering and Operations
 Moulton Niguel Water District

27500 La Paz Road
Laguna Niguel, CA 92677-3489

To ENGINEER - Attn: David Hansen, PE
GMU Geotechnical, Inc.
23241 Arroyo Vista
Rancho Santa Margarita, CA 92688

Section 13.5 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 13.6 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 13.7 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 13.8 It is expressly understood and agreed that ENGINEER 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. ENGINEER warrants that it will not represent, at any time or in any manner, that ENGINEER is an employee or agent of MNWD. ENGINEER shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD. ENGINEER 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 ENGINEER, as an independent contractor, is responsible for paying under federal, state or local law. ENGINEER is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS.

Section 13.9 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 ENGINEER without prior written consent of MNWD.

Section 13.10 The person signing this Agreement on behalf of each party hereto represents he/she has authority to sign on behalf of, respectively, MNWD or ENGINEER. This Agreement may be executed in counterparts, each of which shall be deemed an original.

#8.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date referenced above.

Moulton Niguel Water District

By: _____
Joone Lopez
General Manager

ENGINEER – GMU Geotechnical, Inc.

By: _____

Title: _____

EXHIBIT A

TASK ORDER FORM

[To be executed by DISTRICT and ENGINEER prior to commencement of Services;]

This Task Order is executed pursuant to the "AGREEMENT FOR ENGINEERING SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND GMU GEOTECHNICAL, INC., ON-CALL GEOTECHNICAL ENGINEERING SERVICES FOR CAPITAL IMPROVEMENT PROGRAM IMPLEMENTATION (Contract No. OM15-16.027)" dated _____, 2015 (the "Agreement"). The Agreement terms are fully incorporated in this Task Order. Terms used in this Task Order have the same meanings given in the Agreement.

Task Order No.: _____

Task Order Scope of Services:

Authorized Not-to Exceed Task Order Amount*: \$ _____

*ENGINEER to attach Fee Schedule, description of reasonable direct costs; list of Subconsultants; list of deliverables and number copies.

Task Order Completion Date: _____

Notice to Proceed Given: [Date] _____

EXECUTED, ACKNOWLEDGE AND AGREED:

_____ DATE: _____

MNWD's Representative: Title

ENGINEER's Authorized Representative - (print name/title here)

Signature DATE: _____

#8.

EXHIBIT B
FEE SCHEDULE



SCHEDULE OF CHARGES
Moulton Niguel Water District On-Call Geotechnical Engineering Services

PROFESSIONAL SERVICES

Staff Engineer or Geologist	\$ 125.00/hour
Senior Staff Engineer or Geologist	\$ 165.00/hour
Project Engineer or Geologist	\$ 190.00/hour
Senior Engineer or Geologist	\$ 210.00/hour
Associate Engineer or Geologist	\$ 220.00/hour
Principal/Director	\$ 250.00/hour
Graphic Illustration/CADD	\$ 110.00/hour
Document Preparation and Project Services	\$ 90.00/hour

FIELD INSPECTION & TESTING SERVICES

Senior Engineering Technician	\$ 110.00/hour*
<ul style="list-style-type: none"> • Inspections for soils/grading, asphalt, concrete, batch plants, piles/caissons, etc. • Certifications by ACI, ICC, Caltrans, local jurisdictions, etc. 	
Staff Engineering Technician	\$ 100.00/hour*
<ul style="list-style-type: none"> • Services provided under direct supervision of a Senior Engineering Technician 	
Registered Special Inspector (<i>No 4 hour minimum</i>)	\$ 110.00/hour*
<ul style="list-style-type: none"> • Certifications by ACI, ICC, Caltrans, local jurisdictions, etc. • Reinforced concrete, Post-Tension, Masonry, Welding, Bolting, Fireproofing 	

***Notes:**

- (1) Rates include vehicle, nuclear density gauge, and equipment for testing, inspection, and sampling.
- (2) No 4-hour minimum charges apply.
- (3) Overtime is charged at 1.5 times the base rate. Overtime is defined as time worked on the project in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays.
- (4) All rates are Prevailing Wage.

LABORATORY TESTING SERVICES

Laboratory Testing	\$ 110.00/hour
<i>(For special materials testing and laboratory costs on a per-test basis, see GMU's Laboratory Fee Schedule)</i>	

OTHER CHARGES

Outside Services	Cost + 15%
Reimbursables	Cost

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
MOULTON NIGUEL WATER DISTRICT AND HUSHMAND ASSOCIATES, INC.
MNWD PROJECT: ON-CALL GEOTECHNICAL ENGINEERING SERVICES FOR CAPITAL
IMPROVEMENT PROGRAM IMPLEMENTATION
CONTRACT NO. OM15-16.027**

THIS AGREEMENT (the "Agreement") is executed and dated as of _____, 2015 (the "Execution Date"), by and between Hushmand Associates, Inc., hereinafter referred to as the "ENGINEER" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of engineering services to MNWD by ENGINEER. MNWD and ENGINEER may sometimes be referred to in this Agreement individually as "party" and together as "parties."

In consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION I – PURPOSE

Section 1.1 ENGINEER shall provide on-call geotechnical engineering services to MNWD in connection with the implementation of capital improvement projects (the "Services") on a "Task Order" basis, as such term is defined and applied under this Agreement. This Agreement, including all attached Exhibits as well as each Task Order issued pursuant to the terms of Section III, form the Agreement between the parties ("Agreement").

SECTION II – SCOPE OF SERVICES AND PERFORMANCE

Section 2.1 ENGINEER shall perform the Services in accordance with the Scope of Services under each Task Order (each a "Scope of Services"), any requirements set forth in a Task Order (as defined in Section III), 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 for each Task Order to meet the needs and objectives of MNWD and this Agreement, subject to terms for changes in scope under Section 5.2 if applicable.

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

Section 2.3 ENGINEER 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 professional engineering practices and principles, and to the satisfaction of MNWD. ENGINEER 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 ENGINEER must receive prior written approval from MNWD before using any subconsultants in accordance with Section 2.5 herein. In performing the Services under this Agreement, ENGINEER shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

Section 2.4 ENGINEER'S Principal, duly licensed in the State of California, who shall be the

#8.

Principal in Charge of work, is Ben Hushmand, PE. Without prior written approval of MNWD, ENGINEER will not make any changes to ENGINEER'S Principal in Charge, in subconsultants, in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Services.

Section 2.5 Any subconsultants ENGINEER proposes to use for any Task Order are subject to prior written approval by MNWD and set forth in the Task Order. ENGINEER is as responsible to MNWD for the acts and omissions of its subconsultants as it is for persons directly employed by ENGINEER. Nothing contained in this Agreement creates any contractual relationship between any subconsultant and MNWD. ENGINEER shall not allow any subconsultant to commence Services under any subcontract until all insurance required of ENGINEER has been obtained for the subconsultant. ENGINEER shall require and ensure that its subconsultants maintain the same level of insurance coverage as required of ENGINEER in Section X of this Agreement.

SECTION III – TASK ORDERS

Section 3.1 Each project and the related Services contemplated under this Agreement will be facilitated through written task orders (each a “Task Order”). The form of Task Order is attached hereto as Exhibit A and incorporated herein.

Section 3.2 Each Task Order shall be no greater than a maximum not-to-exceed amount of seventy-five thousand dollars (\$75,000), inclusive of any addenda thereto, with the sum of all Task Orders including addenda thereto not-to-exceed the total Agreement amount under Section IV.

Section 3.3 Each Task Order shall contain the Scope of Services specific to the project and related Services under consideration. In addition, each Task Order shall contain the fees, labor hours, and team proposed for the Task Order, and any approved subconsultants.

SECTION IV – ENGINEERING FEES

Section 4.1 In consideration for providing the Services pursuant to this Agreement, MNWD agrees to compensate ENGINEER for Services under any Task Order on a time and materials basis at the rates and amounts in the Fee Schedule attached hereto as Exhibit B and incorporated herein. Total payments under this Agreement for all Task Orders collectively shall not exceed **One Hundred Fifty Thousand Dollars (\$150,000)**. This maximum amount is inclusive of ‘labor costs’ and ‘reasonable direct costs’ as defined herein below in Section 4.3 and 4.4.

Section 4.2 The Fee Schedule sets forth the current billing rates of ENGINEER. The Fee Schedule shall be in effect upon execution of this Agreement for the duration of the first term, as defined in Section VII. The Fee Schedule is limited to maximum increases of 3% per year.

Section 4.3 ‘Labor costs’ shall be the total number of hours worked on the project Services by each employee of the ENGINEER multiplied by the applicable hourly billing rate based on the Fee Schedule set forth in Section 4.2.

Section 4.4 ‘Reasonable direct costs’ shall include those costs as described in each Task Order.

Section 4.5 The mark-up percentage charged to MNWD for Services performed by

ENGINEER'S subconsultants under this Agreement pursuant to any Task Order shall not exceed 5% of the amount billed to ENGINEER by its subconsultants.

Section 4.6 Monthly payments under a Task Order will be made based on submittal of invoices by ENGINEER. Invoices will include the date or period of Services, the number of hours worked by various labor categories, the hourly billing rate per individual, 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 ENGINEER, showing amounts due for ENGINEER and each subconsultant utilized during the monthly billing period. Incomplete invoices will be returned unpaid to ENGINEER. Each Task Order shall be billed on a separate invoice.

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Section 7.1 The term of this Agreement shall commence upon the Execution Date and shall remain in effect for a period of three (3) years thereafter, unless otherwise terminated by either party pursuant to Section VIII herein; provided, this Agreement will be deemed to automatically extend and apply to any Task Orders executed under this Agreement that are outstanding at the end of a term.

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 ENGINEER of any or all Services listed in the Scope of Services and/or any Task Order under this Agreement by providing written notice to ENGINEER at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, ENGINEER shall immediately suspend any work or Services hereunder, unless otherwise instructed by MNWD in such notice.

Section 8.2 ENGINEER shall not perform further work or Services under this Agreement after the effective date of suspension until receipt of written notice from MNWD to resume performance. MNWD and ENGINEER agree that in the event MNWD suspends or terminates performance by ENGINEER for any cause other than the intentional or negligent error or omission of ENGINEER, ENGINEER shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under Section 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 or Services completed and/or being suspended or abandoned.

SECTION IX - CONFIDENTIALITY

Section 9.1

A. ENGINEER understands that all documents, records, reports, data or other materials (collectively "Materials") provided by MNWD to ENGINEER pursuant to this Agreement, including but not limited to draft reports, final reports and all data, information, documents, graphic displays and other items that are not proprietary to ENGINEER and that are utilized or produced by ENGINEER pursuant to this Agreement are to be considered confidential for all purposes.

B. ENGINEER shall be responsible for protecting the confidentiality and maintaining the security of Materials and records in its possession. All Materials shall be deemed confidential and shall remain the property of MNWD. ENGINEER understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or subconsultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by MNWD. ENGINEER agrees not to make use of such Materials for any purpose not related to the performance of the Services under this Agreement. ENGINEER shall not make written or oral disclosures thereof, other than as necessary for its performance of the Services hereunder, without the prior written approval of MNWD. Disclosure of confidential Materials shall not be made to any individual, agency, or organization except as provided for in the Agreement or as provided by law.

C. All confidential Materials saved or stored by ENGINEER in an electronic form shall be protected by adequate security measures to ensure that such confidential Materials are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this Section IX survive the termination or completion of the Agreement.

SECTION X - INSURANCE AND INDEMNIFICATION

Section 10.1 Professional Liability Insurance. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement a professional liability (errors and omissions) policy of insurance having coverage of not less than One Million Dollars (\$1,000,000) for each claim and in annual aggregate. The following provisions shall apply if the professional liability coverage is written on a claims-made basis:

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

Section 10.2 General/ Automobile Liability Insurance. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement a general liability policy of insurance for bodily injury and/or death, personal injury and property damage claims which may arise from or in connection with the performance of the work under this Agreement by ENGINEER and its subconsultants, and each of their agents, representatives, or employees. Such public liability and property damage insurance (which shall cover claims, injury, death, loss

#8.

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 10.2 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 a form acceptable to MNWD.

Section 10.3 Worker's Compensation. By its signature hereunder, ENGINEER certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that ENGINEER will comply with such provisions before commencing the performance of work under this Agreement. ENGINEER and subconsultants 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 10.4 Requirements of All Policies. All policies of insurance required under this Section X shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class XIII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. ENGINEER shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

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

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

Section 10.5 Indemnity. ENGINEER shall hold harmless, indemnify and defend, including the cost to defend, MNWD and its directors, officers, employees and representatives from liability, claims, losses, 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,

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

The 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 date of this Agreement. The ENGINEER'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all Services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by ENGINEER hereunder.

SECTION XI – PREVAILING WAGE

Section 11.1

A. Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. District is a public agency in the State and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein. ENGINEER represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects, and will be comply with the Prevailing Wage Laws, including but not limited to the payment of prevailing 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 ENGINEER. It shall be mandatory ENGINEER to pay not less than the specified rates to all workers employed by them in the execution of the Work.

B. ENGINEER 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. Contracts/subcontracts shall not be entered into after April 1, 2015, with any ENGINEER without proof of current registration to perform work consistent and in compliance with the requirements of Sections 1725.5 and 1771.1. ENGINEER acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contracts entering into with any ENGINEER 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).

C. ENGINEER is 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. ENGINEER's DIR Registration No. is _____.

D. ENGINEER acknowledges that it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

E. The ENGINEER 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.

SECTION XII - WARRANTY/DISCLAIMER

Section 12.1 ENGINEER is employed to render engineering services pursuant to this Agreement only, and any payments made to ENGINEER are compensation solely for such services as it may render and recommendations it may make in carrying out the work or Services. ENGINEER makes no warranty, either expressed or implied, as to its services furnished under this Agreement, including any findings, opinions, recommendations, factual presentations, or professional advice, other than that such services will be performed in accordance with generally accepted professional engineering practices and principles.

Section 12.2 In performing services under this Agreement, ENGINEER shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD. ENGINEER shall procure and maintain all permits, licenses and other governmental required certifications necessary for the performance of the Services, at the sole cost of ENGINEER.

Section 12.3 The Services to be performed by ENGINEER are intended solely for the benefit of MNWD. Nothing contained herein shall confer any rights upon or create any duties on the part of ENGINEER toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them. Any reuse of documents or data for other than the intended use shall be at the sole risk of MNWD.

SECTION XIII - GENERAL

Section 13.1 ENGINEER represents that it is aware of no facts or circumstances which would impair its ability to provide fair and unbiased advice to MNWD in the course of performing the engineering services hereunder, or which would impact its objectivity in performing such services hereunder.

Section 13.2 This Agreement represents the entire understanding of MNWD and ENGINEER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the parties. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it. In the event of any inconsistency between this Agreement and any other agreement or document between the parties, either written or verbal, including any ENGINEER proposal document, this Agreement shall control.

Section 13.3 This is a non-exclusive Agreement for the services contemplated herein.

Section 13.4 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: Marc Serna
Director of Engineering and Operations
Moulton Niguel Water District

27500 La Paz Road
Laguna Niguel, CA 92677-3489

To ENGINEER - Attn: Ben Hushmand, PE
Hushmand Associates, Inc.
250 Goddard
Irvine, CA 92618

Section 13.5 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 13.6 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 13.7 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 13.8 It is expressly understood and agreed that ENGINEER 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. ENGINEER warrants that it will not represent, at any time or in any manner, that ENGINEER is an employee or agent of MNWD. ENGINEER shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD. ENGINEER 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 ENGINEER, as an independent contractor, is responsible for paying under federal, state or local law. ENGINEER is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS.

Section 13.9 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 ENGINEER without prior written consent of MNWD.

Section 13.10 The person signing this Agreement on behalf of each party hereto represents he/she has authority to sign on behalf of, respectively, MNWD or ENGINEER. This Agreement may be executed in counterparts, each of which shall be deemed an original.

#8.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date referenced above.

Moulton Niguel Water District

By: _____
Joone Lopez
General Manager

ENGINEER – Hushmand Associates, Inc.

By: _____

Title: _____

EXHIBIT A

TASK ORDER FORM

[To be executed by DISTRICT and ENGINEER prior to commencement of Services;]

This Task Order is executed pursuant to the "AGREEMENT FOR ENGINEERING SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND HUSHMAND ASSOCIATES, INC., ON-CALL GEOTECHNICAL ENGINEERING SERVICES FOR CAPITAL IMPROVEMENT PROGRAM IMPLEMENTATION (Contract No. OM15-16.027)" dated _____, 2015 (the "Agreement"). The Agreement terms are fully incorporated in this Task Order. Terms used in this Task Order have the same meanings given in the Agreement.

Task Order No.: _____

Task Order Scope of Services:

Authorized Not-to Exceed Task Order Amount*: \$ _____

*ENGINEER to attach Fee Schedule, description of reasonable direct costs; list of Subconsultants; list of deliverables and number copies.

Task Order Completion Date: _____

Notice to Proceed Given: [Date] _____

EXECUTED, ACKNOWLEDGE AND AGREED:

_____ DATE: _____

MNWD's Representative: Title

ENGINEER's Authorized Representative - (print name/title here)

Signature DATE: _____

#8.

EXHIBIT B
FEE SCHEDULE

Fee Schedule

Our standard rates and laboratory testing fee schedules are provided next.

H.1 Standard Schedule of Fees

Professional Services

Staff Engineers, Geologists	\$90/hour
Project Engineers, Geologists	\$115/hour
Senior Engineers, Geologists	\$140/hour
Principal Engineers, Geologists	\$170/hour
Expert Witness	\$200/hour

Technical Services

Clerical	\$60/hour
Word Processing, Technical Text Editing	\$60/hour
CADD	\$70/hour
Engineering Technician (Field and Laboratory)	\$65/hour (non-prevailing wage) \$85/hour (prevailing wage)
Senior Engineering Technician (Field and Laboratory)	\$75/hour (non-prevailing wage) \$88/hour (prevailing wage)

Minimum Field Services Fee

Field Service Calls	4-hour minimum fee
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Travel

Travel time will not be charged for sites within 20 miles from our offices. For sites located more than 20 miles from our offices, travel time will be charged at our regular hourly rate, not to exceed 1 hour per day (for sites within 60 miles from our office). Mileage will be charged at a rate of \$0.57 per mile. Mileage will not be charged when field truck is used and charged. Overnight stay per diem will be charged at \$130 per day.

* For project sites located less than 20 miles away from our Irvine office travel time will NOT be charged.

Equipment

Field Truck and Field Test (Nuclear Gage) Equipment*	\$7/hour
Vibration & Environmental Monitoring Equipment	Separate Schedule

* Maximum 8 hrs/day will be charged.

Outside Services

Rental of special equipment not ordinarily furnished by Hushmand Associates, Inc. and all other costs such as labor, special printing, expendable field supplies, etc. Cost + 10%

Terms

Billings are payable upon presentation and are past due 30 days from the invoice date. A finance charge of 1.5 percent per month, or the maximum amount allowed by law, will be charged on past-due accounts

H.2 Laboratory Fee Schedule

Item	Type of Test	Test Method	Unit Price
I. INDEX PROPERTIES			
1.1	Visual Classification	(ASTM D 2488)	\$8.00
1.2	Moisture Content	(ASTM D 2216)	\$12.00
1.3	Moisture Content & Density	(ASTM D 2937)	
	a) Shelby Tube Sample		\$30.00
	b) Other Samples		\$15.00
1.4	Particle-Size Analysis of Soils	(ASTM D422)	
	a) Sieve Only		\$60.00
	b) Sieve and Hydrometer		\$115.00
1.5	Percent Passing # 200 Sieve	(ASTM D 1140)	\$45.00
1.6	Atterberg Limits	(ASTM D 4318)	
	a) Multi Points		\$95.00
	b) One Point		\$45.00
	c) Non Plastic		\$30.00
1.7	Specific Gravity	(ASTM D 854)	\$60.00
1.9	Sand Equivalent	(ASTM D 2419)	\$75.00
1.10	Expansion Index	(ASTM D 4829)	\$105.00
II. SOIL CHEMISTRY			
2.1	Soil pH	(CTM 643)	\$35.00
2.2	Electrical Resistivity	(CTM 643)	\$80.00
2.3	Sulfate Content	(CTM 417)	\$55.00
2.4	Chloride Content	(CTM 422)	\$55.00
2.5	Organic Content	(ASTM D2974)	\$60.00
III. COMPACTION			
3.1	Standard Proctor Compaction	(ASTM D 698)	
	a) 4" Mold		\$115.00
	b) 6" Mold		\$140.00
3.2	Modified Proctor Compaction	(ASTM D 1557)	
	a) 4" Mold		\$140.00
	b) 6" Mold		\$160.00
IV. STRENGTH TESTS			
4.1	R Value	(CTM 301)	\$235.00
4.2	Unconfined Compression	(ASTM D 2166)	\$75.00
	<i>Sample Remolding for Unconfined Compression</i>		\$45.00
4.3	Direct Shear, per point	(ASTM D 3080)	
	a) Unconsolidated (Q Test)		\$50.00
	b) Consolidated (Q Test)		\$65.00
	c) Consolidated, Drained		\$80.00
	d) Residual - per point		\$55.00
	<i>Sample Remolding for Direct Shear</i>		\$45.00
4.4	Triaxial, per point	(ASTM D 4767)	
	Consolidated, Undrained		\$310.00
	<i>Sample Remolding for Triaxial</i>		\$50.00
V. CONSOLIDATION			
5.1	Consolidation	(ASTM D 2435)	
	a) Up to 10 load/unload increments, one time reading		\$175.00
	b) Each additional time reading		\$45.00
	c) Each additional load increment		\$30.00
	<i>Sample Remolding for Consolidation</i>		\$45.00
5.2	Collapse Potential	(ASTM D 5333)	\$100.00

Item	Type of Test	Test Method	Unit Price
	<i>Sample Remolding for Collapse Potential</i>		\$45.00
5.3	Swell or Settlement Potential	(ASTM D 4546)	\$100.00
	<i>Sample Remolding for Swell or Settlement Potential</i>		\$45.00
VI. PERMEABILITY			
6.1	Constant Head	(ASTM D 2434)	\$165.00
	<i>Sample Remolding for Constant Head</i>		\$50.00
6.2	Flexible Wall	(ASTM D 5084)	\$200.00
	<i>Sample Remolding for Flexible Wall</i>		\$50.00
VII. OTHER SOIL/AGGREGATE TESTS			
7.1	% Crushed Particles	(CTM 205)	\$170.00
7.2	Durability Index	(CTM 229)	\$180.00
7.3	Relative Compaction	(CTM 216)	\$180.00
7.4	Soundness	(CTM 88)	\$190.00
7.5	LA Rattler (500 Rev.)	(CTM 211)	\$195.00
7.6	Specific Gravity (Coarse & Fine Agg.)	(CTM 127 & 128)	\$105.00
7.7	Sieve Analysis	(CTM 202)	\$115.00
7.8	Sand Equivalent	(CTM 217)	\$105.00
7.9	Cleanness Value	(CTM 227)	\$140.00
VIII. ASPHALT CONCRETE			
8.1	Maximum Density Hveem	(CTM 366)	\$200.00
8.2	Asphalt Content	(CTM 382)	\$125.00
8.3	Stabilometer Value	(CTM 366)	\$250.00
8.4	Moisture	(CTM 370)	\$40.00
8.5	Swell	(CTM 305)	\$195.00
8.6	Moisture Vapor Susceptibility	(CTM 307)	\$240.00
8.7	Film Stripping	(CTM 302)	\$120.00
IX. PORTLAND CEMENT CONCRETE			
9.1	Compression Tests, 6x12 Cylinder	(ASTM C39)	\$28.00
9.2	Concrete Cores, Compression (excludes sampling)	(CTM 42)	\$65.00
9.3	Modulus of Rupture	(CTM 523)	\$75.00

Notes:

1. Samples will be stored for 3 months. Prior notification is required if samples need to be stored for a longer period of time. A monthly storage fee of \$4/bag and \$1/sleeve will be applied. Prices shown above are based on the assumption that all soil samples are "clean" and that the turnaround time of results is standard (1 to 2 weeks).
2. Payment for services is due upon presentation. If not paid within 30 days of the invoice date, they will be considered past due and a carrying charge of 1.5% per month (or the maximum rate allowed by law) will be added to the unpaid balance. Any Attorney's fees or other costs incurred in collecting any delinquent accounts will be added to the amounts due and shall be paid by the party invoiced.

H.3 Materials Testing Schedule of Fees

Technical Services

Materials Technician (ACI)	\$65/hour
Reinforced Masonry	\$65/hour
Reinforced Concrete	\$65/hour
Structural Steel, Welding / H.S. Bolting	\$65/hour
Epoxy Anchors, Drilled-in-anchors	\$65/hour

Prevailing Wage Rate for All of the Above \$88/hour

#8.

Materials Testing:

Concrete Cylinders	\$25/each
Pre-cut Cores	\$25/each
Grout Samples	\$30/each
Mortar Samples	\$30/each
Epoxy Samples	\$30/each
High-strength/Non-shrink Grout Cubes	\$30/each
Masonry Prisms 8x8x16	\$120/each
Masonry Prisms Larger Than 8x8x16	\$135/each
CMU Block/Brick	\$65/each
Shop Coring Concrete, Masonry, Shotcrete	\$65/each

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
MOULTON NIGUEL WATER DISTRICT AND PETRA GEOSCIENCES, INC.
MNWD PROJECT: ON-CALL GEOTECHNICAL ENGINEERING SERVICES FOR CAPITAL
IMPROVEMENT PROGRAM IMPLEMENTATION
CONTRACT NO. OM15-16.027**

THIS AGREEMENT (the "Agreement") is executed and dated as of _____, 2015 (the "Execution Date"), by and between Petra Geosciences, Inc., hereinafter referred to as the "ENGINEER" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of engineering services to MNWD by ENGINEER. MNWD and ENGINEER may sometimes be referred to in this Agreement individually as "party" and together as "parties."

In consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION I – PURPOSE

Section 1.1 ENGINEER shall provide on-call geotechnical engineering services to MNWD in connection with the implementation of capital improvement projects (the "Services") on a "Task Order" basis, as such term is defined and applied under this Agreement. This Agreement, including all attached Exhibits as well as each Task Order issued pursuant to the terms of Section III, form the Agreement between the parties ("Agreement").

SECTION II – SCOPE OF SERVICES AND PERFORMANCE

Section 2.1 ENGINEER shall perform the Services in accordance with the Scope of Services under each Task Order (each a "Scope of Services"), any requirements set forth in a Task Order (as defined in Section III), 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 for each Task Order to meet the needs and objectives of MNWD and this Agreement, subject to terms for changes in scope under Section 5.2 if applicable.

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

Section 2.3 ENGINEER 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 professional engineering practices and principles, and to the satisfaction of MNWD. ENGINEER 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 ENGINEER must receive prior written approval from MNWD before using any subconsultants in accordance with Section 2.5 herein. In performing the Services under this Agreement, ENGINEER shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

Section 2.4 ENGINEER'S Principal, duly licensed in the State of California, who shall be the

#8.

Principal in Charge of work, is Darrel Roberts, PE. Without prior written approval of MNWD, ENGINEER will not make any changes to ENGINEER'S Principal in Charge, in subconsultants, in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Services.

Section 2.5 Any subconsultants ENGINEER proposes to use for any Task Order are subject to prior written approval by MNWD and set forth in the Task Order. ENGINEER is as responsible to MNWD for the acts and omissions of its subconsultants as it is for persons directly employed by ENGINEER. Nothing contained in this Agreement creates any contractual relationship between any subconsultant and MNWD. ENGINEER shall not allow any subconsultant to commence Services under any subcontract until all insurance required of ENGINEER has been obtained for the subconsultant. ENGINEER shall require and ensure that its subconsultants maintain the same level of insurance coverage as required of ENGINEER in Section X of this Agreement.

SECTION III – TASK ORDERS

Section 3.1 Each project and the related Services contemplated under this Agreement will be facilitated through written task orders (each a “Task Order”). The form of Task Order is attached hereto as Exhibit A and incorporated herein.

Section 3.2 Each Task Order shall be no greater than a maximum not-to-exceed amount of seventy-five thousand dollars (\$75,000), inclusive of any addenda thereto, with the sum of all Task Orders including addenda thereto not-to-exceed the total Agreement amount under Section IV.

Section 3.3 Each Task Order shall contain the Scope of Services specific to the project and related Services under consideration. In addition, each Task Order shall contain the fees, labor hours, and team proposed for the Task Order, and any approved subconsultants.

SECTION IV – ENGINEERING FEES

Section 4.1 In consideration for providing the Services pursuant to this Agreement, MNWD agrees to compensate ENGINEER for Services under any Task Order on a time and materials basis at the rates and amounts in the Fee Schedule attached hereto as Exhibit B and incorporated herein. Total payments under this Agreement for all Task Orders collectively shall not exceed **One Hundred Fifty Thousand Dollars (\$150,000)**. This maximum amount is inclusive of ‘labor costs’ and ‘reasonable direct costs’ as defined herein below in Section 4.3 and 4.4.

Section 4.2 The Fee Schedule sets forth the current billing rates of ENGINEER. The Fee Schedule shall be in effect upon execution of this Agreement for the duration of the first term, as defined in Section VII. The Fee Schedule is limited to maximum increases of 3% per year.

Section 4.3 ‘Labor costs’ shall be the total number of hours worked on the project Services by each employee of the ENGINEER multiplied by the applicable hourly billing rate based on the Fee Schedule set forth in Section 4.2.

Section 4.4 ‘Reasonable direct costs’ shall include those costs as described in each Task Order.

Section 4.5 The mark-up percentage charged to MNWD for Services performed by

ENGINEER'S subconsultants under this Agreement pursuant to any Task Order shall not exceed 5% of the amount billed to ENGINEER by its subconsultants.

Section 4.6 Monthly payments under a Task Order will be made based on submittal of invoices by ENGINEER. Invoices will include the date or period of Services, the number of hours worked by various labor categories, the hourly billing rate per individual, 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 ENGINEER, showing amounts due for ENGINEER and each subconsultant utilized during the monthly billing period. Incomplete invoices will be returned unpaid to ENGINEER. Each Task Order shall be billed on a separate invoice.

SECTION V - TASK ORDER COMPLETION

Section 5.1 ENGINEER shall not begin work on any Services pursuant to this Agreement until receipt of MNWD'S issuance and execution of a Task Order and notice to proceed, and ENGINEER's execution of the Task Order. Upon receipt of such notice, ENGINEER shall immediately commence the Services described in the Task Order. The Services pursuant to each Task Order shall be completed in an expeditious manner from the date the Task Order and written notice to proceed are issued to ENGINEER, and in any event no later than the completion date listed on the Task Order. Time is of the essence in the performance and completion of the Services. In the event the time for completing the Services is projected to be exceeded due to circumstances beyond the control of ENGINEER, ENGINEER shall have an additional amount of time to be agreed upon in writing between the parties pursuant to Section 5.2, Task Order Amendment.

Section 5.2 Upon MNWD's request for additional or changed Services, ENGINEER shall provide a cost estimate and written description of the additional or changed Services. 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 to the Task Order. Upon execution of each addendum, (i) the Scope of Services shall thereafter be as described in the Task Order, 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 5.3 MNWD may require ENGINEER's assistance on an emergency basis. Emergency Services shall be performed only after written direction is received from MNWD. A Task Order will be issued to ratify the emergency Services

SECTION VI - DOCUMENTATION AND OWNERSHIP

Section 6.1 MNWD shall make available to ENGINEER at no cost all technical data in MNWD's possession, including maps, past reports, prior studies, prior plan operating data, and other information reasonably required by ENGINEER and relating to the Services to be performed under this Agreement.

Section 6.2 ENGINEER will furnish to MNWD the agreed upon number of reports and supporting documents as specified in each Task Order. These instruments of service are

#8.

furnished for MNWD's use in connection with the project Services provided for in this Agreement and shall become MNWD's property upon receipt.

Section 6.3 All original drawings and other documents, including detailed calculations developed for the Project shall, upon payment in full for the Services under each Task Order or as otherwise provided in Section IV herein, be furnished to and become the property of MNWD. ENGINEER may retain a copy of all reports and documents for their files, subject to all other terms and provisions of this Agreement related to confidentiality.

SECTION VII – TERM

Section 7.1 The term of this Agreement shall commence upon the Execution Date and shall remain in effect for a period of three (3) years thereafter, unless otherwise terminated by either party pursuant to Section VIII herein; provided, this Agreement will be deemed to automatically extend and apply to any Task Orders executed under this Agreement that are outstanding at the end of a term.

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 ENGINEER of any or all Services listed in the Scope of Services and/or any Task Order under this Agreement by providing written notice to ENGINEER at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, ENGINEER shall immediately suspend any work or Services hereunder, unless otherwise instructed by MNWD in such notice.

Section 8.2 ENGINEER shall not perform further work or Services under this Agreement after the effective date of suspension until receipt of written notice from MNWD to resume performance. MNWD and ENGINEER agree that in the event MNWD suspends or terminates performance by ENGINEER for any cause other than the intentional or negligent error or omission of ENGINEER, ENGINEER shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under Section 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 or Services completed and/or being suspended or abandoned.

SECTION IX - CONFIDENTIALITY

Section 9.1

A. ENGINEER understands that all documents, records, reports, data or other materials (collectively "Materials") provided by MNWD to ENGINEER pursuant to this Agreement, including but not limited to draft reports, final reports and all data, information, documents, graphic displays and other items that are not proprietary to ENGINEER and that are utilized or produced by ENGINEER pursuant to this Agreement are to be considered confidential for all purposes.

B. ENGINEER shall be responsible for protecting the confidentiality and maintaining the security of Materials and records in its possession. All Materials shall be deemed confidential and shall remain the property of MNWD. ENGINEER understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or subconsultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by MNWD. ENGINEER agrees not to make use of such Materials for any purpose not related to the performance of the Services under this Agreement. ENGINEER shall not make written or oral disclosures thereof, other than as necessary for its performance of the Services hereunder, without the prior written approval of MNWD. Disclosure of confidential Materials shall not be made to any individual, agency, or organization except as provided for in the Agreement or as provided by law.

C. All confidential Materials saved or stored by ENGINEER in an electronic form shall be protected by adequate security measures to ensure that such confidential Materials are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this Section IX survive the termination or completion of the Agreement.

SECTION X - INSURANCE AND INDEMNIFICATION

Section 10.1 Professional Liability Insurance. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement a professional liability (errors and omissions) policy of insurance having coverage of not less than One Million Dollars (\$1,000,000) for each claim and in annual aggregate. The following provisions shall apply if the professional liability coverage is written on a claims-made basis:

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

Section 10.2 General/ Automobile Liability Insurance. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement a general liability policy of insurance for bodily injury and/or death, personal injury and property damage claims which may arise from or in connection with the performance of the work under this Agreement by ENGINEER and its subconsultants, and each of their agents, representatives, or employees. Such public liability and property damage insurance (which shall cover claims, injury, death, loss

#8.

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 10.2 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 a form acceptable to MNWD.

Section 10.3 Worker's Compensation. By its signature hereunder, ENGINEER certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that ENGINEER will comply with such provisions before commencing the performance of work under this Agreement. ENGINEER and subconsultants 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 10.4 Requirements of All Policies. All policies of insurance required under this Section X shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class XIII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. ENGINEER shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

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

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

Section 10.5 Indemnity. ENGINEER shall hold harmless, indemnify and defend, including the cost to defend, MNWD and its directors, officers, employees and representatives from liability, claims, losses, 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,

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

The 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 date of this Agreement. The ENGINEER'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all Services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by ENGINEER hereunder.

SECTION XI – PREVAILING WAGE

Section 11.1

A. Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. District is a public agency in the State and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein. ENGINEER represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects, and will be comply with the Prevailing Wage Laws, including but not limited to the payment of prevailing 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 ENGINEER. It shall be mandatory ENGINEER to pay not less than the specified rates to all workers employed by them in the execution of the Work.

B. ENGINEER 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. Contracts/subcontracts shall not be entered into after April 1, 2015, with any ENGINEER without proof of current registration to perform work consistent and in compliance with the requirements of Sections 1725.5 and 1771.1. ENGINEER acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contracts entering into with any ENGINEER 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).

C. ENGINEER is 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. ENGINEER'S DIR Registration No. is 1000018001.

D. ENGINEER acknowledges that it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

E. The ENGINEER 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.

SECTION XII - WARRANTY/DISCLAIMER

Section 12.1 ENGINEER is employed to render engineering services pursuant to this Agreement only, and any payments made to ENGINEER are compensation solely for such services as it may render and recommendations it may make in carrying out the work or Services. ENGINEER makes no warranty, either expressed or implied, as to its services furnished under this Agreement, including any findings, opinions, recommendations, factual presentations, or professional advice, other than that such services will be performed in accordance with generally accepted professional engineering practices and principles.

Section 12.2 In performing services under this Agreement, ENGINEER shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD. ENGINEER shall procure and maintain all permits, licenses and other governmental required certifications necessary for the performance of the Services, at the sole cost of ENGINEER.

Section 12.3 The Services to be performed by ENGINEER are intended solely for the benefit of MNWD. Nothing contained herein shall confer any rights upon or create any duties on the part of ENGINEER toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them. Any reuse of documents or data for other than the intended use shall be at the sole risk of MNWD.

SECTION XIII - GENERAL

Section 13.1 ENGINEER represents that it is aware of no facts or circumstances which would impair its ability to provide fair and unbiased advice to MNWD in the course of performing the engineering services hereunder, or which would impact its objectivity in performing such services hereunder.

Section 13.2 This Agreement represents the entire understanding of MNWD and ENGINEER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the parties. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it. In the event of any inconsistency between this Agreement and any other agreement or document between the parties, either written or verbal, including any ENGINEER proposal document, this Agreement shall control.

Section 13.3 This is a non-exclusive Agreement for the services contemplated herein.

Section 13.4 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: Marc Serna
Director of Engineering and Operations
Moulton Niguel Water District

27500 La Paz Road
Laguna Niguel, CA 92677-3489

To ENGINEER - Attn: Darrel Roberts, PE
Petra Geosciences, Inc.
3190 Airport Loop Drive, Suite J1
Costa Mesa, CA 92626

Section 13.5 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 13.6 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 13.7 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 13.8 It is expressly understood and agreed that ENGINEER 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. ENGINEER warrants that it will not represent, at any time or in any manner, that ENGINEER is an employee or agent of MNWD. ENGINEER shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD. ENGINEER 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 ENGINEER, as an independent contractor, is responsible for paying under federal, state or local law. ENGINEER is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS.

Section 13.9 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 ENGINEER without prior written consent of MNWD.

Section 13.10 The person signing this Agreement on behalf of each party hereto represents he/she has authority to sign on behalf of, respectively, MNWD or ENGINEER. This Agreement may be executed in counterparts, each of which shall be deemed an original.

#8.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date referenced above.

Moulton Niguel Water District

By: _____
Joone Lopez
General Manager

ENGINEER – Petra Geosciences, Inc.

By: _____

Title: _____

EXHIBIT A

TASK ORDER FORM

[To be executed by DISTRICT and ENGINEER prior to commencement of Services;]

This Task Order is executed pursuant to the "AGREEMENT FOR ENGINEERING SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND PETRA GEOSCIENCES, INC., ON-CALL GEOTECHNICAL ENGINEERING SERVICES FOR CAPITAL IMPROVEMENT PROGRAM IMPLEMENTATION (Contract No. OM15-16.027)" dated _____, 2015 (the "Agreement"). The Agreement terms are fully incorporated in this Task Order. Terms used in this Task Order have the same meanings given in the Agreement.

Task Order No.: _____

Task Order Scope of Services:

Authorized Not-to Exceed Task Order Amount*: \$ _____

*ENGINEER to attach Fee Schedule, description of reasonable direct costs; list of Subconsultants; list of deliverables and number copies.

Task Order Completion Date: _____

Notice to Proceed Given: [Date] _____

EXECUTED, ACKNOWLEDGE AND AGREED:

_____ DATE: _____

MNWD's Representative: Title

ENGINEER's Authorized Representative - (print name/title here)

Signature DATE: _____

#8.

EXHIBIT B
FEE SCHEDULE

**STANDARD FEE SCHEDULE
GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING
January 1, 2015**

Professional Services (Engineers, Geologists, Environmental Scientists)

Senior Principal (Review and Consultation)	\$ 225.00/hr.
Principal	\$ 200.00/hr.
Senior Associate	\$ 185.00/hr.
Associate	\$ 175.00/hr.
Senior Project	\$ 165.00/hr.
Project	\$ 145.00/hr.
Senior Staff	\$ 135.00/hr.
Staff	\$ 115.00/hr.
Assistant	\$ 105.00/hr.
Senior Fault Hazard Specialist	\$ 215.00/hr.
Fault Hazard Specialist	\$ 190.00/hr.

Forensic Services (Engineers, Geologists, Environmental Scientists)

Senior Principal/Principal (Review, Analysis, Consultation)	\$ 395.00/hr.
Senior Principal/Principal (Depositions, Hearings, Mediation, Trials in ½ Day Increments)	\$ 445.00/hr.
Senior Associate/Associate (Review, Analysis, Consultation)	\$ 325.00/hr.
Senior Associate/Associate (Depositions, Hearings, Mediation, Trials in ½ Day Increments)	\$ 375.00/hr.
Senior Project/ Project (Review, Analysis, Consultation)	\$ 275.00/hr.
Senior Project/ Project (Depositions, Hearings, Mediation, Trials in ½ Day Increments)	\$ 325.00/hr.

Technical Services

Supervising Engineering Technician	\$ 115.00/hr.
Senior Engineering Technician	\$ 90.00/hr.
Engineering Technician	\$ 80.00/hr.
Field Technician (Prevailing Wage Projects)	\$ 125.00/hr.
Deputy Geotechnical Inspector	\$ 125.00/hr.
Senior Laboratory Technician	\$ 100.00/hr.
Laboratory Technician	\$ 90.00/hr.
Draftsperson	\$ 95.00/hr.

Support Services

Outside Consultants	In-House Rate
Drilling/Equipment Rental	Cost + 20%
Client Requested Accounting	\$ 75.00/hr.
Word Processing	\$ 70.00/hr.
Field Services Communications Charges	1% of Invoice
Company Owned Equipment Usage	\$ 10.00/day
Copy Rate	\$ 0.35/sheet
Postage and Shipping	Cost + 20%
PDF File Transmittal	\$ 20.00/file
CD File Transmittal	\$ 25.00/file

Note: Travel time to field job sites is charged on a portal-to-portal basis at the appropriate hourly rate. Overtime for non-registered professionals and technicians is \$45.00 over the hourly rate. A minimum of two hours will be charged for all personnel.

**STANDARD FEE SCHEDULE
SOILS LABORATORY TESTING
January 1, 2015**

Atterberg Limits	\$ 135.00
Atterberg Limits (Non-Plastic)	\$ 40.00
Shrinkage Limit	\$ 65.00
Sieve Analysis*	\$ 100.00
Sieve Analysis (Aggregate Base)*	\$ 135.00
Hydrometer*	\$ 140.00
Wash Over #200 Sieve	\$ 55.00
Moisture/Density	\$ 15.00
Moisture/Density (Shelby Tube)	\$ 40.00
Moisture	\$ 10.00
Organic Content	\$ 50.00
Maximum Density/Optimum Moisture - 4" Mold	\$ 175.00
Maximum Density/Optimum Moisture - 6" Mold	\$ 200.00
Single Point Proctor	\$ 85.00
California Method 216 Moisture/Density	\$ 200.00
Specific Gravity	\$ 75.00
Sand Equivalent	\$ 80.00
pH	\$ 50.00
Resistivity	\$ 50.00
Soluble Sulfate Content	\$ 50.00
Chloride Content	\$ 50.00
Expansion Index	\$ 110.00
Single-Load Collapse Potential*	\$ 65.00
Consolidation*	\$ 150.00
Time Readings for Consolidation Tests	\$ 50.00
Direct Shear (Remolded)*	\$ 185.00
Direct Shear (Remolded - Reshear)*	\$ 265.00
Direct Shear (Undisturbed)*	\$ 175.00
Direct Shear (Undisturbed - Reshear)*	\$ 250.00
Sample Preparation	\$ 90.00/hr.

* Additional Charges for Plotting Test Results are Applicable



Moulton Niguel Water District

STAFF REPORT

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

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

SUBJECT: Coating Inspection Services

DISTRICT: District-wide

SUMMARY:

Issue: The District regularly utilizes contract services to provide specialty coating inspections related to the District's reservoir tanks. District staff issued a Request for Proposals (RFP) for Coating Inspection Services.

Recommendation: It is recommended that the Board of Directors award the engineering services agreements with Harper and Associates Engineering, Inc. and Corpro Companies, Inc., each for a not-to-exceed amount of \$250,000 and duration of two years, and authorize the General Manager to execute the agreements.

Fiscal Impact: The agreements will be funded from projects in the Capital Improvement Program and Operating Budget as needed for specialty coating inspection services.

BACKGROUND:

The District has 32 aboveground steel reservoir tanks which are coated to protect the steel shell, floor, and roof. The District regularly contracts for a range of specialty inspection services related to the coating and structural aspects of reservoir projects. Condition assessment inspections are performed on all reservoirs every 5 to 10 years to determine if and when re-coating is needed. The inspections also identify necessary structural, operational, safety, and regulatory improvements. Construction inspections are performed during reservoir re-coating and improvement projects for quality control of the coating and miscellaneous structural and safety improvements. Warranty inspections are also performed to verify that materials and workmanship are satisfactory prior to the expiration of the warranty period.

#9.

On-Call Coating Inspection Services

October 12, 2015

Page 2 of 3

The following ten reservoirs will require condition assessment inspections during the two year contract duration.

1. Marguerite
2. Eldorado
3. Rancho #3
4. PID 2
5. Moulton Peak RW
6. Highlands
7. La Paz #1
8. La Paz #2
9. Rolling Hills #1
10. Rolling Hills #2

The following three reservoirs will require construction inspections for re-coating and improvement projects during the two year contract duration.

1. Bear Brand No. 1
2. Crown Valley No. 1
3. Crown Valley No. 2

Staff anticipates that three additional reservoirs will also require construction inspections for re-coating and improvement projects, for a total of six reservoirs during the two year contract duration. The three additional reservoirs will be identified based on the results of the condition assessment inspections.

The following four reservoirs will require warranty inspections during the two year contract duration.

1. Southridge
2. East Aliso Creek
3. Mathis RW
4. Bear Brand No. 1

Staff anticipates that two additional reservoirs will also require warranty inspections, for a total of six reservoirs during the two year contract duration. The two additional reservoirs will be identified based on the results of the condition assessment inspections.

DISCUSSION:

The District issued a Request for Proposals (RFP) for Coating Inspection Services to five qualified firms. On September 16, 2015, the District received three proposals. The firms that submitted a proposal are:

- Corrpro Companies, Inc. (Corrpro)
- Harper & Associates Engineer, Inc. (Harper)
- MCS Inspection Group, Inc. (MCS)

On-Call Coating Inspection Services

October 12, 2015

Page 3 of 3

The proposals were evaluated based on related project experience, understanding of the project objectives and scope of work, project team experience and expertise, responsiveness to the request for proposal, and any unique qualifications.

The proposal from MCS did not address the structural and cathodic protection aspects of the required scope of services and was determined to be nonresponsive. The proposed hourly rates from Corrpro and Harper were very competitive. Both firms are qualified to perform the required services. Staff recommends to award engineering service agreements to both firms.

Each firm will be issued an agreement for as-needed services to be performed on a time and materials basis under the direction of District staff. The cumulative maximum of the as-needed services is \$250,000 for the two year term of each contract. The proposed contract amounts are consistent with the anticipated specialty coating inspection services that will be required during the two year contract duration.

The proposed agreements are provided in Exhibits A and B.

Attachments:

- Exhibit A – Agreement for Engineering Services (Corrpro Companies, Inc.)
- Exhibit B – Agreement for Engineering Services (Harper and Associates Engineering, Inc.)

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
MOULTON NIGUEL WATER DISTRICT AND CORRPRO COMPANIES, INC.
MNWD PROJECT: AS-NEEDED COATING INSPECTIONS SERVICES FOR CAPITAL
IMPROVEMENT PROGRAM IMPLEMENTATION
CONTRACT NO. OM15-16.028**

THIS AGREEMENT (the "Agreement") is executed and dated as of _____, 2015 (the "Execution Date"), by and between Corpro Companies, Inc., hereinafter referred to as the "ENGINEER" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of engineering services to MNWD by ENGINEER. MNWD and ENGINEER may sometimes be referred to in this Agreement individually as "party" and together as "parties."

In consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION I – PURPOSE

Section 1.1 ENGINEER shall provide as-needed coating inspection services to MNWD in connection with the implementation of capital improvement projects (the "Services"). This Agreement, including all attached Exhibits form the Agreement between the parties ("Agreement").

SECTION II – SCOPE OF SERVICES AND PERFORMANCE

Section 2.1 ENGINEER shall perform the Services in accordance with the Scope of Services, 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, subject to terms for changes in scope under Section 4.2 if applicable.

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

Section 2.3 ENGINEER 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 professional engineering practices and principles, and to the satisfaction of MNWD. ENGINEER 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 ENGINEER must receive prior written approval from MNWD before using any subconsultants in accordance with Section 2.5 herein. In performing the Services under this Agreement, ENGINEER shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

Section 2.4 ENGINEER'S Principal, duly licensed in the State of California, who shall be the Principal in Charge of work, is Randall Galisky, PE. Without prior written approval of MNWD, ENGINEER will not make any changes to ENGINEER'S Principal in Charge, in subconsultants,

#9.

in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Services.

Section 2.5 If ENGINEER intends to subcontract certain Services, separate subcontracts may be entered into between ENGINEER and the subconsultants listed in Exhibit A hereto, which is incorporated herein. Any additional subconsultants ENGINEER proposes to use for any Services performed under this Agreement are subject to prior written approval by MNWD. ENGINEER is as responsible to MNWD for the acts and omissions of its subconsultants as it is for persons directly employed by ENGINEER. Nothing contained in this Agreement creates any contractual relationship between any subconsultant and MNWD. ENGINEER shall not allow any subconsultant to commence Services under any subcontract until all insurance required of ENGINEER has been obtained for the subconsultant. ENGINEER shall require and ensure that its subconsultants maintain the same level of insurance coverage as required of ENGINEER in Section IX of this Agreement.

SECTION III – ENGINEERING FEES

Section 3.1 In consideration for providing the Services pursuant to this Agreement, MNWD agrees to compensate ENGINEER for Services on a time and materials basis at the rates in the Fee Schedule attached hereto as Exhibit C and incorporated herein. Total payments under this Agreement shall not exceed **Two Hundred Fifty Thousand Dollars (\$250,000)**. This maximum amount is inclusive of 'labor costs' as defined herein in Section 3.3.

Section 3.2 The Fee Schedule sets forth the current billing rates of ENGINEER. The Fee Schedule shall be in effect upon execution of this Agreement for the duration of the first term, as defined in Section VI. The Fee Schedule is limited to maximum increases of 3% per year.

Section 3.3 'Labor costs' shall be the total number of hours worked on the project Services by each employee of the ENGINEER multiplied by the applicable hourly billing rate based on the Fee Schedule set forth in Section 3.2.

Section 3.4 The mark-up percentage charged to MNWD for Services performed by ENGINEER'S subconsultants under this Agreement shall not exceed 5% of the amount billed to ENGINEER by its subconsultants.

Section 3.5 Monthly payments will be made based on submittal of invoices by ENGINEER. Invoices will include the date or period of Services, the number of hours worked by various labor categories, the hourly billing rate per individual, 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 ENGINEER, showing amounts due for ENGINEER and each subconsultant utilized during the monthly billing period. Incomplete invoices will be returned unpaid to ENGINEER.

SECTION IV - SERVICES COMPLETION

Section 4.1 ENGINEER shall not begin work on any Services pursuant to this Agreement until receipt of MNWD'S issuance and execution of a notice to proceed. Upon receipt of such notice, ENGINEER shall immediately commence the Services. The Services shall be completed in an expeditious manner from the date the written notice to proceed is issued to ENGINEER. Time is of the essence in the performance and completion of the Services.

Section 4.2 Upon MNWD's request for additional or changed Services, ENGINEER shall provide a cost estimate and written description of the additional or changed Services. 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 to the Agreement. Upon execution of each addendum, (i) the Scope of Services shall thereafter be as described in the Agreement, 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 V - DOCUMENTATION AND OWNERSHIP

Section 5.1 MNWD shall make available to ENGINEER at no cost all technical data in MNWD's possession, including maps, past reports, prior studies, prior plan operating data, and other information reasonably required by ENGINEER and relating to the Services to be performed under this Agreement.

Section 5.2 All original drawings, reports and other documents, including detailed calculations developed for the Project shall be furnished to and become the property of MNWD. ENGINEER may retain a copy of all reports and documents for their files, subject to all other terms and provisions of this Agreement related to confidentiality.

SECTION VI – TERM

Section 6.1 The term of this Agreement shall commence upon the Execution Date and shall remain in effect for a period of two (2) years thereafter, unless otherwise terminated by either party pursuant to Section VII herein.

SECTION VII - TERMINATION OR ABANDONMENT

Section 7.1 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 ENGINEER of any or all Services under this Agreement by providing written notice to ENGINEER at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, ENGINEER shall immediately suspend any work or Services hereunder, unless otherwise instructed by MNWD in such notice.

Section 7.2 ENGINEER shall not perform further work or Services under this Agreement after the effective date of suspension until receipt of written notice from MNWD to resume performance. MNWD and ENGINEER agree that in the event MNWD suspends or terminates performance by ENGINEER for any cause other than the intentional or negligent error or omission of ENGINEER, ENGINEER shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under Section III of this Agreement.

Section 7.3 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 or Services completed and/or being suspended or abandoned.

SECTION VIII - CONFIDENTIALITY

Section 8.1

A. ENGINEER understands that all documents, records, reports, data or other materials (collectively "Materials") provided by MNWD to ENGINEER pursuant to this Agreement, including but not limited to draft reports, final reports and all data, information, documents, graphic displays and other items that are not proprietary to ENGINEER and that are utilized or produced by ENGINEER pursuant to this Agreement are to be considered confidential for all purposes.

B. ENGINEER shall be responsible for protecting the confidentiality and maintaining the security of Materials and records in its possession. All Materials shall be deemed confidential and shall remain the property of MNWD. ENGINEER understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or subconsultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by MNWD. ENGINEER agrees not to make use of such Materials for any purpose not related to the performance of the Services under this Agreement. ENGINEER shall not make written or oral disclosures thereof, other than as necessary for its performance of the Services hereunder, without the prior written approval of MNWD. Disclosure of confidential Materials shall not be made to any individual, agency, or organization except as provided for in the Agreement or as provided by law.

C. All confidential Materials saved or stored by ENGINEER in an electronic form shall be protected by adequate security measures to ensure that such confidential Materials are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this Section VIII survive the termination or completion of the Agreement.

SECTION IX - INSURANCE AND INDEMNIFICATION

Section 9.1 Professional Liability Insurance. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement a professional liability (errors and omissions) policy of insurance having coverage of not less than One Million Dollars (\$1,000,000) for each claim and in annual aggregate. The following provisions shall apply if the professional liability coverage is written on a claims-made basis:

- (a) The retroactive date of the policy must be shown and must be before the Execution Date of this Agreement.
- (b) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of this Agreement or the Services.
- (c) If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, ENGINEER must provide extended reporting coverage for a minimum of three (3) years

years after completion of the Services. MNWD shall have the right to exercise at the ENGINEER's cost any extended reporting provisions of the policy should the ENGINEER cancel or not renew the coverage.

(d) A copy of the claims reporting requirements must be submitted to MNWD prior to the commencement of any work or Services under this Agreement.

Section 9.2 General/ Automobile Liability Insurance. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement a general liability policy of insurance for bodily injury and/or death, personal injury and property damage claims which may arise from or in connection with the performance of the work under this Agreement by ENGINEER and its subconsultants, 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 10.2 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 a form acceptable to MNWD.

Section 9.3 Worker's Compensation. By its signature hereunder, ENGINEER certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that ENGINEER will comply with such provisions before commencing the performance of work under this Agreement. ENGINEER and subconsultants 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 9.4 Requirements of All Policies. All policies of insurance required under this Section IX shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class XIII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. ENGINEER shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

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

#9.

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

Section 9.5 Indemnity. ENGINEER shall hold harmless, indemnify and defend, including the cost to defend, MNWD and its directors, officers, employees and representatives from liability, claims, losses, 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, work and the Services of the ENGINEER and its subconsultants under this Agreement, and (ii) that arise out of, pertain to, or relate to ENGINEER's or its subconsultant's negligence including negligent acts, errors or omissions, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the professional services under this Agreement.

The 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 date of this Agreement. The ENGINEER'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all Services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by ENGINEER hereunder.

SECTION X – PREVAILING WAGE

Section 10.1

A. Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. District is a public agency in the State and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein. ENGINEER represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects, and will be comply with the Prevailing Wage Laws, including but not limited to the payment of prevailing 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 ENGINEER. It shall be mandatory ENGINEER to pay not less than the specified rates to all workers employed by them in the execution of the Work.

B. ENGINEER 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. Contracts/subcontracts shall not be entered into after April 1, 2015, with any ENGINEER without proof of current registration to perform work consistent and in compliance with the requirements of Sections 1725.5 and 1771.1. ENGINEER acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contracts

entering into with any ENGINEER 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).

C. ENGINEER is 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. ENGINEER's DIR Registration No. is 1000002963.

D. ENGINEER acknowledges that it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

E. The ENGINEER 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.

SECTION XI - WARRANTY/DISCLAIMER

Section 11.1 ENGINEER is employed to render engineering services pursuant to this Agreement only, and any payments made to ENGINEER are compensation solely for such services as it may render and recommendations it may make in carrying out the work or Services. ENGINEER makes no warranty, either expressed or implied, as to its services furnished under this Agreement, including any findings, opinions, recommendations, factual presentations, or professional advice, other than that such services will be performed in accordance with generally accepted professional engineering practices and principles.

Section 11.2 In performing services under this Agreement, ENGINEER shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD. ENGINEER shall procure and maintain all permits, licenses and other governmental required certifications necessary for the performance of the Services, at the sole cost of ENGINEER.

Section 11.3 The Services to be performed by ENGINEER are intended solely for the benefit of MNWD. Nothing contained herein shall confer any rights upon or create any duties on the part of ENGINEER toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them. Any reuse of documents or data for other than the intended use shall be at the sole risk of MNWD.

SECTION XII - GENERAL

Section 12.1 ENGINEER represents that it is aware of no facts or circumstances which would impair its ability to provide fair and unbiased advice to MNWD in the course of performing the engineering services hereunder, or which would impact its objectivity in performing such services hereunder.

Section 12.2 This Agreement represents the entire understanding of MNWD and ENGINEER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the parties. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it. In the event of any inconsistency between this Agreement and any other agreement or

document between the parties, either written or verbal, including any ENGINEER proposal document, this Agreement shall control.

Section 12.3 This is a non-exclusive Agreement for the services contemplated herein.

Section 12.4 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: Marc Serna
Director of Engineering and Operations
Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA 92677-3489

To ENGINEER - Attn: Randall Galisky, PE
Corrpro Companies, Inc.
10260 Matern Place
Santa Fe Springs, CA 90670

Section 12.5 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 12.6 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 12.7 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 12.8 It is expressly understood and agreed that ENGINEER 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. ENGINEER warrants that it will not represent, at any time or in any manner, that ENGINEER is an employee or agent of MNWD. ENGINEER shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD. ENGINEER 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 ENGINEER, as an independent contractor, is responsible for paying under federal, state or local law. ENGINEER is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS.

Section 12.9 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 ENGINEER without prior written consent of MNWD.

Section 12.10 The person signing this Agreement on behalf of each party hereto represents he/she has authority to sign on behalf of, respectively, MNWD or ENGINEER. 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 Execution Date referenced above.

Moulton Niguel Water District

By: _____
Joone Lopez
General Manager

ENGINEER – Corrpro Companies, Inc.

By: _____

Title: _____

EXHIBIT A
SCOPE OF WORK

This Agreement covers a range of projects and services which consist of, but are not limited to the following activities:

1. *Condition Assessment Inspections*

Condition assessment inspections are performed on the District's steel potable water and recycled water reservoirs to determine if and when re-coating is needed and to identify the necessary structural, operational, safety, and regulatory improvements. Condition assessment inspections typically consist of, but are not limited to the following activities:

- Review of District's existing record documentation and file data
- On-site field investigation of all interior and exterior surfaces and appurtenances including structural elements, noting corrosion and defects
- Title 22 heavy metal analysis to determine whether existing coating and paint contains hazardous materials
- Documentation of observations, including narrative description and photo survey
- Identification of operational, safety, and regulatory issues (e.g. fall protection, ingress/egress, cross-connection, etc.)
- Conclusions, including a qualitative condition rating and possible reasons for observed corrosion and defects
- Recommendations, including specific details for how to address: observed corrosion and defects; structural issues; operational, safety, and regulatory issues; and cathodic protection
- Planning level cost estimates for addressing each of the recommendations
- Timing for when District should plan to implement the recommendations
- Documentation of the above activities shall be assembled into a summary report for each reservoir, as requested by the District

2. *Construction Inspections*

Construction inspections generally include specialty inspection services related to structural and corrosion repairs; tank operation, safety, and regulatory improvements; installation of a new galvanic protection system; and re-coating the interior and exterior of the reservoir. Contract Documents (Construction Drawings and Specifications) for the reservoir rehabilitation project will be made available to the Engineer. Construction inspections typically consist of, but are not limited to the following activities:

i. Project Administration/Management

- A. Assist the District in conducting a Pre-Construction Conference to brief all parties on the scope of the Project. Prepare an agenda and meeting minutes for the Pre-Construction Conference covering all key aspects of the Contract Documents, in addition to the Contractor's questions and any clarifications required.
- B. Prepare a video and photos of the site conditions prior to the commencement of any construction work.
- C. Prepare Daily Inspection Activity Reports to document daily start and stop times, size of Contractor's crew, equipment used, visitors to jobsite, climatic conditions throughout the day, quantities of materials used, work accomplished, periods of Contractor downtime and cause, inspection procedures used and results, verification and recording of surface preparation, and coating material's "batch numbers", mixing, thinning, application, and thickness. All entries shall be dated and timed.
- D. Assist the District in processing the monthly progress payments, including review of the Contractor's work progress with the District's Project Manager. Assist with change order reviews and claims if needed (change order work should be fully documented with drawings, sketches and/or written descriptions of the work required).
- E. Assist the District in final acceptance of Project upon completion of all work by Contractor. Prepare a punch list of items during the final project walkthrough. Verify Contractor's satisfactory completion of punch list work.
- F. Prepare a final project report documenting information from all inspection tasks, test results, and other pertinent information (including photographs). Submit three (3) paper copies and a pdf copy of the draft report to the District for review and approval. Revise the draft report to incorporate the District's comments. Submit three (3) paper copies and a pdf copy of the final report to the District.

ii. General Inspection

- A. Observe the jobsite for compliance with safety requirements. Inform the District of any concerns or problems observed concerning site or job safety. Direct the Contractor to comply with all safety directives.
- B. Verify that all deliveries of materials conform to the Contract Documents and shop drawings.
- C. Take digital photographs during key points in the construction to document the progress and submit photo files on a CD with the final report.

iii. Coating and Paint Inspection - Provide inspection of all coating and painting operations to verify compliance with the Contract Documents.

- A. SURFACE PREPARATION INSPECTION - Physically inspect blast-cleaned surfaces to verify compliance to specification, removal of dust, etc.
 - 1. Verify weather conditions by use of an electronic or sling psychrometer to determine suitability of climatic conditions prior to and during all blast cleaning operations.

#9.

2. Observe the surfaces following cleaning to confirm compliance with specifications.
 - a. Preliminary Cleaning - Inspect the surface to verify removal of grease, oil, chemicals, etc., after completion of solvent-cleaning of surface.
 - b. Abrasive Blast-Cleaning
 - i. Inspect blasted surfaces when completed prior to application of coating to determine compliance with specifications. Areas not meeting specifications will be re-blasted and re-inspected again.
 - ii. Upon satisfactory completion of above inspection, confirm that dust and other surface contaminants have been removed as specified. Inspect surfaces visually and physically for compliance with the specifications.
3. Additional Surface Preparations
 - a. Inspect and confirm the filling of pits or weld plates over pitted areas or excessively corroded rafters.
 - b. Inspect the grinding smooth of sharp edges of the rafter flanges.
- B. COATING INSPECTION - After approval of the surface preparation, Engineer shall monitor ongoing weather conditions, Contractor's application equipment and its operation, and proper mixing of materials. Engineer shall physically inspect the application of coatings, including coating material used, spray techniques, cleanliness of surface, thickness, etc.
 1. If surface preparation activities were performed in a day preceding planned coating operations, verify surface preparation is still satisfactory prior to application of coating materials.
 2. Verify the suitability of weather conditions for coating application by use of an electronic or sling psychrometer. This includes compliance of dehumidification system used for interior work, if any.
 3. Monitor the Contractor's equipment to ensure its operation will not contribute to any degradation of the coating application (from oil, moisture, etc.).
 4. Inspect the coating materials for compliance with the specifications and monitor all mixing/thinning operations.
 5. Re-inspect surfaces to verify that no dust or other contaminants are on surface and direct the Contractor to perform remedial cleaning as needed.
 6. After application of coating, carefully monitor the coated surfaces to verify coating is evenly applied at proper thickness and with no overspray that can interfere with adhesion. Perform final dry film thickness verification on all coated surfaces.
 7. Inspect the application of caulking material for all designated voids and roof lap joints on the interior surfaces for compliance with specifications.
 8. Perform holiday inspection of coating applied to the interior surfaces using approved devices provided by the Contractor.

9. Verify wash down/disinfection of interior surfaces according to specifications.
- C. FINAL INSPECTION - Provide input at the conclusion of finished coating to ensure that the coating material used, application, film continuity (holiday detection) and dry film thickness comply with the plans and specifications.
- iv. Structural and Tank Improvements Inspection* - Observe the Contractor's work during construction of structural and tank improvements to ensure compliance with the plans and specifications. Structural and tank improvements vary among reservoir projects. They typically consist of, but are not limited to the following activities:
- A. Installation of hand-railing around the complete perimeter of the roof.
 - B. Removal of existing exterior ladder and installation of a new spiral staircase.
 - C. Repair or replacement of the existing center vent, reinforcing plate and/or screen.
 - D. Replacement of the existing roof hatch and cover.
 - E. Installation of a new roof hatch and cover.
 - F. Installation of anchor plates at the primary and secondary roof hatches.
 - G. Removal of the existing interior ladder and installation of a new ladder and platform.
 - H. Installation of a new Saf-T-Climb device on the new ladder.
 - I. Installation of new exterior water sample ports, piping, protective cabinet and supports.
 - J. Modification of the existing overflow pipe by installation of a Tide Flex flanged passive check valve and a funnel with a removable grate on the bottom portion of the overflow pipe.
 - K. Installation of a flush-type cleanout per API 650.
 - L. Removal of the existing manhole and installation of a replacement plate in the shell opening.
 - M. Removal of the existing manhole and installation of a new bolted and hinged manhole.
 - N. Replacement of existing liquid level indicator gauge board, piping and assembly.
 - O. Installation of a galvanic cathodic protection system.
 - P. Replacement of severely corroded rafters with new rafters. (Note: Engineer shall make recommendations to the District's Engineer on which rafters to replace.)
 - Q. Replacement of severely corroded tie rods/flat bars with new lateral braces. (Note: Engineer shall make recommendations to the District's Engineer on which tie rods/flat bars to replace.)

v. Warranty Inspections

Warranty inspections are performed prior to the expiration of the warranty period to test for any

#9.

problems that may arise from defective materials or faulty workmanship. Warranty inspections typically consist of, but are not limited to the following activities:

- Visual inspection of the entire interior and exterior for noticeable defects and abnormalities
- Holiday testing as determined necessary and as requested by the District
- If warranted or as requested by the District, prepare a punch list and photo survey of repair items that need to be addressed by the Contractor
- Follow-up inspection of repair areas until specifications are met
- At the District's option, dive inspection by certified divers performed in accordance with all applicable regulations including but not limited to OSHA and Cal-OSHA
- Documentation of the above activities shall be assembled into a brief summary report for each reservoir, as requested by the District.

EXHIBIT B

LIST OF APPROVED SUBCONSULTANTS

N/A

EXHIBIT C
FEE SCHEDULE

Billing Rates

Engineering and Technical Staff Titles

Hourly Rate

Project Manager	\$115/hour
NACE Certified Inspector (Level II or III)	\$77/hour \$104/hour (overtime) \$126/hour (doubletime)
NACE CP/Corrosion Specialist	\$115/hour
Structural Engineer	\$115/hour
Safety Manager	\$80/hour

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
MOULTON NIGUEL WATER DISTRICT AND HARPER & ASSOCIATES ENGINEERING, INC.
MNWD PROJECT: AS-NEEDED COATING INSPECTIONS SERVICES FOR CAPITAL
IMPROVEMENT PROGRAM IMPLEMENTATION
CONTRACT NO. OM15-16.028**

THIS AGREEMENT (the "Agreement") is executed and dated as of _____, 2015 (the "Execution Date"), by and between Harper & Associates Engineering, Inc., hereinafter referred to as the "ENGINEER" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of engineering services to MNWD by ENGINEER. MNWD and ENGINEER may sometimes be referred to in this Agreement individually as "party" and together as "parties."

In consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION I – PURPOSE

Section 1.1 ENGINEER shall provide as-needed coating inspection services to MNWD in connection with the implementation of capital improvement projects (the "Services"). This Agreement, including all attached Exhibits form the Agreement between the parties ("Agreement").

SECTION II – SCOPE OF SERVICES AND PERFORMANCE

Section 2.1 ENGINEER shall perform the Services in accordance with the Scope of Services, 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, subject to terms for changes in scope under Section 4.2 if applicable.

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

Section 2.3 ENGINEER 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 professional engineering practices and principles, and to the satisfaction of MNWD. ENGINEER 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 ENGINEER must receive prior written approval from MNWD before using any subconsultants in accordance with Section 2.5 herein. In performing the Services under this Agreement, ENGINEER shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

Section 2.4 ENGINEER'S Principal, duly licensed in the State of California, who shall be the Principal in Charge of work, is Krista Harper, PE. Without prior written approval of MNWD, ENGINEER will not make any changes to ENGINEER'S Principal in Charge, in subconsultants,

#9.

in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Services.

Section 2.5 If ENGINEER intends to subcontract certain Services, separate subcontracts may be entered into between ENGINEER and the subconsultants listed in **Exhibit A** hereto, which is incorporated herein. Any additional subconsultants ENGINEER proposes to use for any Services performed under this Agreement are subject to prior written approval by MNWD. ENGINEER is as responsible to MNWD for the acts and omissions of its subconsultants as it is for persons directly employed by ENGINEER. Nothing contained in this Agreement creates any contractual relationship between any subconsultant and MNWD. ENGINEER shall not allow any subconsultant to commence Services under any subcontract until all insurance required of ENGINEER has been obtained for the subconsultant. ENGINEER shall require and ensure that its subconsultants maintain the same level of insurance coverage as required of ENGINEER in Section IX of this Agreement.

SECTION III – ENGINEERING FEES

Section 3.1 In consideration for providing the Services pursuant to this Agreement, MNWD agrees to compensate ENGINEER for Services on a time and materials basis at the rates in the Fee Schedule attached hereto as **Exhibit C** and incorporated herein. Total payments under this Agreement shall not exceed **Two Hundred Fifty Thousand Dollars (\$250,000)**. This maximum amount is inclusive of 'labor costs' and 'reasonable direct costs' as defined herein below in Section 3.3 and 3.4.

Section 3.2 The Fee Schedule sets forth the current billing rates of ENGINEER. The Fee Schedule shall be in effect upon execution of this Agreement for the duration of the first term, as defined in Section VI. The Fee Schedule is limited to maximum increases of 3% per year.

Section 3.3 'Labor costs' shall be the total number of hours worked on the project Services by each employee of the ENGINEER multiplied by the applicable hourly billing rate based on the Fee Schedule set forth in Section 3.2.

Section 3.4 The mark-up percentage charged to MNWD for Services performed by ENGINEER'S subconsultants under this Agreement shall not exceed 5% of the amount billed to ENGINEER by its subconsultants.

Section 3.5 Monthly payments will be made based on submittal of invoices by ENGINEER. Invoices will include the date or period of Services, the number of hours worked by various labor categories, the hourly billing rate per individual, 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 ENGINEER, showing amounts due for ENGINEER and each subconsultant utilized during the monthly billing period. Incomplete invoices will be returned unpaid to ENGINEER.

SECTION IV - SERVICES COMPLETION

Section 4.1 ENGINEER shall not begin work on any Services pursuant to this Agreement until receipt of MNWD'S issuance and execution of a notice to proceed. Upon receipt of such notice, ENGINEER shall immediately commence the Services. The Services shall be completed in an expeditious manner from the date the written notice to proceed is issued to ENGINEER. Time is of the essence in the performance and completion of the Services.

Section 4.2 Upon MNWD's request for additional or changed Services, ENGINEER shall provide a cost estimate and written description of the additional or changed Services. 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 to the Agreement. Upon execution of each addendum, (i) the Scope of Services shall thereafter be as described in the Agreement, 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 V - DOCUMENTATION AND OWNERSHIP

Section 5.1 MNWD shall make available to ENGINEER at no cost all technical data in MNWD's possession, including maps, past reports, prior studies, prior plan operating data, and other information reasonably required by ENGINEER and relating to the Services to be performed under this Agreement.

Section 5.2 All original drawings, reports and other documents, including detailed calculations developed for the Project shall be furnished to and become the property of MNWD. ENGINEER may retain a copy of all reports and documents for their files, subject to all other terms and provisions of this Agreement related to confidentiality.

SECTION VI – TERM

Section 6.1 The term of this Agreement shall commence upon the Execution Date and shall remain in effect for a period of two (2) years thereafter, unless otherwise terminated by either party pursuant to Section VII herein.

SECTION VII - TERMINATION OR ABANDONMENT

Section 7.1 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 ENGINEER of any or all Services under this Agreement by providing written notice to ENGINEER at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, ENGINEER shall immediately suspend any work or Services hereunder, unless otherwise instructed by MNWD in such notice.

Section 7.2 ENGINEER shall not perform further work or Services under this Agreement after the effective date of suspension until receipt of written notice from MNWD to resume performance. MNWD and ENGINEER agree that in the event MNWD suspends or terminates performance by ENGINEER for any cause other than the intentional or negligent error or omission of ENGINEER, ENGINEER shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under Section III of this Agreement.

Section 7.3 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 or Services completed and/or being suspended or abandoned.

SECTION VIII - CONFIDENTIALITY

Section 8.1

A. ENGINEER understands that all documents, records, reports, data or other materials (collectively "Materials") provided by MNWD to ENGINEER pursuant to this Agreement, including but not limited to draft reports, final reports and all data, information, documents, graphic displays and other items that are not proprietary to ENGINEER and that are utilized or produced by ENGINEER pursuant to this Agreement are to be considered confidential for all purposes.

B. ENGINEER shall be responsible for protecting the confidentiality and maintaining the security of Materials and records in its possession. All Materials shall be deemed confidential and shall remain the property of MNWD. ENGINEER understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or subconsultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by MNWD. ENGINEER agrees not to make use of such Materials for any purpose not related to the performance of the Services under this Agreement. ENGINEER shall not make written or oral disclosures thereof, other than as necessary for its performance of the Services hereunder, without the prior written approval of MNWD. Disclosure of confidential Materials shall not be made to any individual, agency, or organization except as provided for in the Agreement or as provided by law.

C. All confidential Materials saved or stored by ENGINEER in an electronic form shall be protected by adequate security measures to ensure that such confidential Materials are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this Section VIII survive the termination or completion of the Agreement.

SECTION IX - INSURANCE AND INDEMNIFICATION

Section 9.1 Professional Liability Insurance. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement a professional liability (errors and omissions) policy of insurance having coverage of not less than One Million Dollars (\$1,000,000) for each claim and in annual aggregate. The following provisions shall apply if the professional liability coverage is written on a claims-made basis:

- (a) The retroactive date of the policy must be shown and must be before the Execution Date of this Agreement.
- (b) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of this Agreement or the Services.
- (c) If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, ENGINEER must provide extended reporting coverage for a minimum of three (3) years

years after completion of the Services. MNWD shall have the right to exercise at the ENGINEER's cost any extended reporting provisions of the policy should the ENGINEER cancel or not renew the coverage.

(d) A copy of the claims reporting requirements must be submitted to MNWD prior to the commencement of any work or Services under this Agreement.

Section 9.2 General/ Automobile Liability Insurance. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement a general liability policy of insurance for bodily injury and/or death, personal injury and property damage claims which may arise from or in connection with the performance of the work under this Agreement by ENGINEER and its subconsultants, 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 10.2 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 a form acceptable to MNWD.

Section 9.3 Worker's Compensation. By its signature hereunder, ENGINEER certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that ENGINEER will comply with such provisions before commencing the performance of work under this Agreement. ENGINEER and subconsultants 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 9.4 Requirements of All Policies. All policies of insurance required under this Section IX shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class XIII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. ENGINEER shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

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

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

Section 9.5 Indemnity. ENGINEER shall hold harmless, indemnify and defend, including the cost to defend, MNWD and its directors, officers, employees and representatives from liability, claims, losses, 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, work and the Services of the ENGINEER and its subconsultants under this Agreement, and (ii) that arise out of, pertain to, or relate to ENGINEER's or its subconsultant's negligence including negligent acts, errors or omissions, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the professional services under this Agreement.

The 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 date of this Agreement. The ENGINEER'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all Services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by ENGINEER hereunder.

SECTION X – PREVAILING WAGE

Section 10.1

A. Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. District is a public agency in the State and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein. ENGINEER represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects, and will be comply with the Prevailing Wage Laws, including but not limited to the payment of prevailing 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 ENGINEER. It shall be mandatory ENGINEER to pay not less than the specified rates to all workers employed by them in the execution of the Work.

B. ENGINEER 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. Contracts/subcontracts shall not be entered into after April 1, 2015, with any ENGINEER without proof of current registration to perform work consistent and in compliance with the requirements of Sections 1725.5 and 1771.1. ENGINEER acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contracts

entering into with any ENGINEER 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).

C. ENGINEER is 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. ENGINEER's DIR Registration No. is 1000017256.

D. ENGINEER acknowledges that it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

E. The ENGINEER 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.

SECTION XI - WARRANTY/DISCLAIMER

Section 11.1 ENGINEER is employed to render engineering services pursuant to this Agreement only, and any payments made to ENGINEER are compensation solely for such services as it may render and recommendations it may make in carrying out the work or Services. ENGINEER makes no warranty, either expressed or implied, as to its services furnished under this Agreement, including any findings, opinions, recommendations, factual presentations, or professional advice, other than that such services will be performed in accordance with generally accepted professional engineering practices and principles.

Section 11.2 In performing services under this Agreement, ENGINEER shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD. ENGINEER shall procure and maintain all permits, licenses and other governmental required certifications necessary for the performance of the Services, at the sole cost of ENGINEER.

Section 11.3 The Services to be performed by ENGINEER are intended solely for the benefit of MNWD. Nothing contained herein shall confer any rights upon or create any duties on the part of ENGINEER toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them. Any reuse of documents or data for other than the intended use shall be at the sole risk of MNWD.

SECTION XII - GENERAL

Section 12.1 ENGINEER represents that it is aware of no facts or circumstances which would impair its ability to provide fair and unbiased advice to MNWD in the course of performing the engineering services hereunder, or which would impact its objectivity in performing such services hereunder.

Section 12.2 This Agreement represents the entire understanding of MNWD and ENGINEER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the parties. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it. In the event of any inconsistency between this Agreement and any other agreement or

document between the parties, either written or verbal, including any ENGINEER proposal document, this Agreement shall control.

Section 12.3 This is a non-exclusive Agreement for the services contemplated herein.

Section 12.4 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: Marc Serna
Director of Engineering and Operations
Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA 92677-3489

To ENGINEER - Attn: Krista Harper, PE
Harper & Associates
1240 E. Ontario Avenue, Suite 102
Corona, CA 92881

Section 12.5 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 12.6 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 12.7 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 12.8 It is expressly understood and agreed that ENGINEER 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. ENGINEER warrants that it will not represent, at any time or in any manner, that ENGINEER is an employee or agent of MNWD. ENGINEER shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD. ENGINEER 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 ENGINEER, as an independent contractor, is responsible for paying under federal, state or local law. ENGINEER is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS.

Section 12.9 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 ENGINEER without prior written consent of MNWD.

Section 12.10 The person signing this Agreement on behalf of each party hereto represents he/she has authority to sign on behalf of, respectively, MNWD or ENGINEER. 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 Execution Date referenced above.

Moulton Niguel Water District

By: _____
Joone Lopez
General Manager

ENGINEER – Harper & Associates
Engineering, Inc.

By: _____

Title: _____

EXHIBIT A
SCOPE OF WORK

This Agreement covers a range of projects and services which consist of, but are not limited to the following activities:

1. *Condition Assessment Inspections*

Condition assessment inspections are performed on the District's steel potable water and recycled water reservoirs to determine if and when re-coating is needed and to identify the necessary structural, operational, safety, and regulatory improvements. Condition assessment inspections typically consist of, but are not limited to the following activities:

- Review of District's existing record documentation and file data
- On-site field investigation of all interior and exterior surfaces and appurtenances including structural elements, noting corrosion and defects
- Title 22 heavy metal analysis to determine whether existing coating and paint contains hazardous materials
- Documentation of observations, including narrative description and photo survey
- Identification of operational, safety, and regulatory issues (e.g. fall protection, ingress/egress, cross-connection, etc.)
- Conclusions, including a qualitative condition rating and possible reasons for observed corrosion and defects
- Recommendations, including specific details for how to address: observed corrosion and defects; structural issues; operational, safety, and regulatory issues; and cathodic protection
- Planning level cost estimates for addressing each of the recommendations
- Timing for when District should plan to implement the recommendations
- Documentation of the above activities shall be assembled into a summary report for each reservoir, as requested by the District

2. *Construction Inspections*

Construction inspections generally include specialty inspection services related to structural and corrosion repairs; tank operation, safety, and regulatory improvements; installation of a new galvanic protection system; and re-coating the interior and exterior of the reservoir. Contract Documents (Construction Drawings and Specifications) for the reservoir rehabilitation project will be made available to the Engineer. Construction inspections typically consist of, but are not limited to the following activities:

i. Project Administration/Management

- A. Assist the District in conducting a Pre-Construction Conference to brief all parties on the scope of the Project. Prepare an agenda and meeting minutes for the Pre-Construction Conference covering all key aspects of the Contract Documents, in addition to the Contractor's questions and any clarifications required.
- B. Prepare a video and photos of the site conditions prior to the commencement of any construction work.
- C. Prepare Daily Inspection Activity Reports to document daily start and stop times, size of Contractor's crew, equipment used, visitors to jobsite, climatic conditions throughout the day, quantities of materials used, work accomplished, periods of Contractor downtime and cause, inspection procedures used and results, verification and recording of surface preparation, and coating material's "batch numbers", mixing, thinning, application, and thickness. All entries shall be dated and timed.
- D. Assist the District in processing the monthly progress payments, including review of the Contractor's work progress with the District's Project Manager. Assist with change order reviews and claims if needed (change order work should be fully documented with drawings, sketches and/or written descriptions of the work required).
- E. Assist the District in final acceptance of Project upon completion of all work by Contractor. Prepare a punch list of items during the final project walkthrough. Verify Contractor's satisfactory completion of punch list work.
- F. Prepare a final project report documenting information from all inspection tasks, test results, and other pertinent information (including photographs). Submit three (3) paper copies and a pdf copy of the draft report to the District for review and approval. Revise the draft report to incorporate the District's comments. Submit three (3) paper copies and a pdf copy of the final report to the District.

ii. General Inspection

- A. Observe the jobsite for compliance with safety requirements. Inform the District of any concerns or problems observed concerning site or job safety. Direct the Contractor to comply with all safety directives.
- B. Verify that all deliveries of materials conform to the Contract Documents and shop drawings.
- C. Take digital photographs during key points in the construction to document the progress and submit photo files on a CD with the final report.

iii. Coating and Paint Inspection - Provide inspection of all coating and painting operations to verify compliance with the Contract Documents.

- A. SURFACE PREPARATION INSPECTION - Physically inspect blast-cleaned surfaces to verify compliance to specification, removal of dust, etc.
 - 1. Verify weather conditions by use of an electronic or sling psychrometer to determine suitability of climatic conditions prior to and during all blast cleaning operations.

#9.

2. Observe the surfaces following cleaning to confirm compliance with specifications.
 - a. Preliminary Cleaning - Inspect the surface to verify removal of grease, oil, chemicals, etc., after completion of solvent-cleaning of surface.
 - b. Abrasive Blast-Cleaning
 - i. Inspect blasted surfaces when completed prior to application of coating to determine compliance with specifications. Areas not meeting specifications will be re-blasted and re-inspected again.
 - ii. Upon satisfactory completion of above inspection, confirm that dust and other surface contaminants have been removed as specified. Inspect surfaces visually and physically for compliance with the specifications.
3. Additional Surface Preparations
 - a. Inspect and confirm the filling of pits or weld plates over pitted areas or excessively corroded rafters.
 - b. Inspect the grinding smooth of sharp edges of the rafter flanges.
- B. COATING INSPECTION - After approval of the surface preparation, Engineer shall monitor ongoing weather conditions, Contractor's application equipment and its operation, and proper mixing of materials. Engineer shall physically inspect the application of coatings, including coating material used, spray techniques, cleanliness of surface, thickness, etc.
 1. If surface preparation activities were performed in a day preceding planned coating operations, verify surface preparation is still satisfactory prior to application of coating materials.
 2. Verify the suitability of weather conditions for coating application by use of an electronic or sling psychrometer. This includes compliance of dehumidification system used for interior work, if any.
 3. Monitor the Contractor's equipment to ensure its operation will not contribute to any degradation of the coating application (from oil, moisture, etc.).
 4. Inspect the coating materials for compliance with the specifications and monitor all mixing/thinning operations.
 5. Re-inspect surfaces to verify that no dust or other contaminants are on surface and direct the Contractor to perform remedial cleaning as needed.
 6. After application of coating, carefully monitor the coated surfaces to verify coating is evenly applied at proper thickness and with no overspray that can interfere with adhesion. Perform final dry film thickness verification on all coated surfaces.
 7. Inspect the application of caulking material for all designated voids and roof lap joints on the interior surfaces for compliance with specifications.
 8. Perform holiday inspection of coating applied to the interior surfaces using approved devices provided by the Contractor.

9. Verify wash down/disinfection of interior surfaces according to specifications.
- C. FINAL INSPECTION - Provide input at the conclusion of finished coating to ensure that the coating material used, application, film continuity (holiday detection) and dry film thickness comply with the plans and specifications.
- iv. Structural and Tank Improvements Inspection** - Observe the Contractor's work during construction of structural and tank improvements to ensure compliance with the plans and specifications. Structural and tank improvements vary among reservoir projects. They typically consist of, but are not limited to the following activities:
- A. Installation of hand-railing around the complete perimeter of the roof.
 - B. Removal of existing exterior ladder and installation of a new spiral staircase.
 - C. Repair or replacement of the existing center vent, reinforcing plate and/or screen.
 - D. Replacement of the existing roof hatch and cover.
 - E. Installation of a new roof hatch and cover.
 - F. Installation of anchor plates at the primary and secondary roof hatches.
 - G. Removal of the existing interior ladder and installation of a new ladder and platform.
 - H. Installation of a new Saf-T-Climb device on the new ladder.
 - I. Installation of new exterior water sample ports, piping, protective cabinet and supports.
 - J. Modification of the existing overflow pipe by installation of a Tide Flex flanged passive check valve and a funnel with a removable grate on the bottom portion of the overflow pipe.
 - K. Installation of a flush-type cleanout per API 650.
 - L. Removal of the existing manhole and installation of a replacement plate in the shell opening.
 - M. Removal of the existing manhole and installation of a new bolted and hinged manhole.
 - N. Replacement of existing liquid level indicator gauge board, piping and assembly.
 - O. Installation of a galvanic cathodic protection system.
 - P. Replacement of severely corroded rafters with new rafters. (Note: Engineer shall make recommendations to the District's Engineer on which rafters to replace.)
 - Q. Replacement of severely corroded tie rods/flat bars with new lateral braces. (Note: Engineer shall make recommendations to the District's Engineer on which tie rods/flat bars to replace.)

v. Warranty Inspections

Warranty inspections are performed prior to the expiration of the warranty period to test for any

#9.

problems that may arise from defective materials or faulty workmanship. Warranty inspections typically consist of, but are not limited to the following activities:

- Visual inspection of the entire interior and exterior for noticeable defects and abnormalities
- Holiday testing as determined necessary and as requested by the District
- If warranted or as requested by the District, prepare a punch list and photo survey of repair items that need to be addressed by the Contractor
- Follow-up inspection of repair areas until specifications are met
- At the District's option, dive inspection by certified divers performed in accordance with all applicable regulations including but not limited to OSHA and Cal-OSHA
- Documentation of the above activities shall be assembled into a brief summary report for each reservoir, as requested by the District.

EXHIBIT B

LIST OF APPROVED SUBCONSULTANTS

N/A

#9.

EXHIBIT C
FEE SCHEDULE
(see attached)



TERMS AND SCHEDULE OF FEES AND CHARGES

HARPER & ASSOCIATES ENGINEERING, INC. services are furnished on the basis of the below listed schedule of fees and charges. Rates will be increased at a maximum of 3% per year for continuation of contract for subsequent years.

FEES:	Principal Engineer	\$200.00 per hour
	Expert Witness/Deposition	\$250.00 per hour
	Registered Corrosion Engineer	\$180.00 per hour
	Registered Structural Engineer	\$190.00 per hour
	Project Manager	\$155.00 per hour
	Engineer	\$135.00 per hour
	Engineering Technician	\$82.00 per hour
	Engineering Aide	\$82.00 per hour
	Coating/Paint Inspector	\$75.00 per hour
	Draftsperson (CADD)	\$90.00 per hour
	Dive Team	\$225.00 per hour

Travel time is chargeable at the above rates. Overtime for non-professionals, when authorized, shall be charged at 1-1/2X and 2X, based on specific time schedule under which work is performed. If project is located out of area, food and lodging will be charged as noted below.



EQUIPMENT AND MISCELLANEOUS CHARGES:

The above charges include instruments commonly used in corrosion and related testing. However, specialized instrumentation and test equipment and facilities may require an additional charge.

These and miscellaneous charges are computed at cost plus fifteen percent. Examples of such charges include, but are not limited to food, lodging, outside consultants, public transportation, rental equipment, special permits and fees, reproduction, special insurance, etc.

Passenger cars and pick-up trucks are chargeable at \$.50 per mile when authorized.


AS OF 09/20/2015

<p>Project: Rehabilitation of Mathis RW Reservoir Contract No: 2013.002 Contractor : J. Colon Coating Engineer : Harper and Associates</p>	<p>REHABILITATION OF MATHIS RECYCLED WATER RESERVOIR</p>
<p>SCOPE OF WORK : Recoat interior and exterior of the tank, structural and corrosion repairs and safety improvements of Mathis Recycled Water Reservoir. Exterior painting of Nellie Gail Reservoir on same site.</p>	
<p>DETAILS :</p> <p>Fund 07 Replace and Refurbishment</p> <p>Contract Award 08/20/15</p> <p>Est. Completion Date 07/31/16</p> <p>Authorized Expense \$ 1,036,415</p> <p>Paid To Date \$ 8,804</p> <p>Percent Constructed 0%</p>	
<p>NOTES : Contract execution pending.</p>	
<p>Project : East Aliso Creek Reservoir Coating Contract No: 2013.001 Contractor : J. Colon Coating Engineer : Harper and Associates</p>	<p>EAST ALISO CREEK RESERVOIR COATING</p>
<p>SCOPE OF WORK : Recoat interior and exterior, replace roof plates, install spiral stair case and safety improvements.</p>	
<p>DETAILS :</p> <p>Fund 07 Replace and Refurbishment</p> <p>Contract Award 05/15/14</p> <p>Est. Completion Date 10/31/15</p> <p>Authorized Expense \$ 2,550,000</p> <p>Paid To Date \$ 1,875,943</p> <p>Percent Constructed 100%</p>	
<p>NOTES : Tank is filled, waiting on water quality testing results before operation resumes.</p>	

AS OF 09/20/2015



<p>Project : Mathis-Oso Bypass Relocation Contract No 2010.018 Contractor : Paulus Engineering Engineer : Tetra Tech</p>	<p>MATHIS-OSO BYPASS PRESSURE REDUCING STATION RELOCATION</p>
<p>SCOPE OF WORK : Relocation of existing Pressure Reducing Station and upgrades to meet existing District standards.</p>	
<p>DETAILS :</p> <p>Fund 07 Replace and Refurbishment</p> <p>Contract Award 11/22/14</p> <p>Est. Completion Date 11/31/15</p> <p>Authorized Expense \$ 778,670</p> <p>Paid To Date \$ 461,575</p> <p>Percent Constructed 80%</p>	
<p>NOTES : New vault installation is complete, beginning work to demo existing vault.</p>	
<p>Project: Flores Avenue 8" Water Main Installation Contract No: 2014.018 Contractor : Ferreira Construction Co. Inc. Engineer : Lee & Ro, Inc.</p>	<p>FLORES AVENUE 8" WATER MAIN INSTALLATION</p>
<p>SCOPE OF WORK : Installation of 700' of new Potable water mainline, including valves and hydrants and the abandonment of an existing easement pipeline.</p>	
<p>DETAILS :</p> <p>Fund 07 Replace and Refurbishment</p> <p>Contract Award 07/16/15</p> <p>Est. Completion Date 01/15/16</p> <p>Authorized Expense \$ 222,446</p> <p>Paid To Date \$ 26,006</p> <p>Percent Constructed 5%</p>	
<p>NOTES : Contract executed, construction to commence shortly.</p>	



AS OF 09/20/2015

<p>Project: Encantamar Pipeline Abandonment Contract No: 2014.004 Contractor : Ferreira Construction Co. Inc. Engineer : District Staff</p>	<p>ENCANTAMAR PIPELINE ABANDONMENT</p>
<p>SCOPE OF WORK : Removal of existing valves and fittings and the abandonment of 500 ft of 16" ductile iron pipe.</p>	
<p>DETAILS :</p> <p>Fund 07 Replace and Refurbishment</p> <p>Contract Award 06/18/15 Est. Completion Date 12/31/15 Authorized Expense \$ 75,000 Paid To Date \$ 0 Percent Constructed 0%</p>	
<p>NOTES : Notice to proceed issued 09/02/15</p>	


<p>Project : MNWD ETWD Inter-tie Contract No: 2006.099 Contractor : T.E Roberts, Inc. Engineer : Tetra Tech, Inc.</p>	<p>MNWD ETWD INTER-TIE</p>
<p>SCOPE OF WORK : Interconnection of the 30' Diemer pipeline to ETWD's 24" R-6 Reservoir fill line.</p>	
<p>DETAILS :</p> <p>Fund 07 Replace and Refurbishment</p> <p>Contract Award 12/09/14 Notice of Completion Filed 10/27/15 Authorized Expense \$ 503,140 Paid To Date \$ 288,734 Percent Constructed 100%</p>	
<p>NOTES : Funded by SMWD. Construction completed, notice of completion to be filed 10/27/15.</p>	


AS OF 09/20/15

<p>Project : FY 2014-15 Valve Replacements Contract No 2014.008 Contractor : Paulus Engineering Engineer : AKM Consulting Engineers</p>	<p>FY 2014-15 VALVE REPLACEMENTS</p>
<p>SCOPE OF WORK : Replacement of key valves that currently do not perform as required. Work will include multiple valves on the potable and recycled system and one sewer force main valve.</p>	
<p>DETAILS :</p> <p>Fund 07 Replace and Refurbishment</p> <p>Contract Award 12/18/14</p> <p>Notice of Completion Filed 10/13/15</p> <p>Authorized Expense \$ 655,037</p> <p>Paid To Date \$ 427,081</p> <p>Percent Constructed 100%</p>	
<p>NOTES : Construction complete; notice of completion to be filed 10/13/15.</p>	<p>New Valve Installation Replacing an Existing Valve and Abandoned Easement Line</p>


<p>Project: Beacon Hill Pump Replacement Contract No: 2012.009 Contractor : Pascal & Ludwig Constructors Engineer : Psomas</p>	<p>BEACON HILL PUMP REPLACEMENT</p>
<p>SCOPE OF WORK : Installation of a tier 4 diesel engine with pump. Retrofit the existing building to accommodate new equipment and site improvements.</p>	
<p>DETAILS :</p> <p>Fund 07 Replace and Refurbishment</p> <p>Contract Award 03/19/15</p> <p>Est. Completion Date 12/31/15</p> <p>Authorized Expense \$ 582,054</p> <p>Paid To Date \$ 96,904</p> <p>Percent Constructed 5%</p>	
<p>NOTES : Materials received and site work started on 09/15/15.</p>	<p>Beacon Hill Pump Station</p>

AS OF 06/17/2015

<p>Project : Gallup Circle Sewer Replacement Contract No 2013.010 Contractor : Paulus Engineering Engineer : Lee & Ro Inc.</p>	<p>GALLUP CIRCLE SEWER REPLACEMENT</p>
<p>SCOPE OF WORK : Remove and replace approximately 600' of existing sewer mainline.</p>	
<p>DETAILS :</p> <p>Fund 07 Replace and Refurbishment</p> <p>Contract Award 09/17/15</p> <p>Est. Completion Date 10/31/16</p> <p>Authorized Expense \$ 321,637</p> <p>Paid To Date \$ 35,335</p> <p>Percent Constructed 1%</p>	
<p>NOTES : Contract execution pending.</p>	

<p>Project: Generator Installation at Five Sites Contract No: 2012.028-029-030-031-033 Contractor : S.S Mechanical Corporation Engineer : Psomas</p>	<p>GENERATOR INSTALLATION AT FIVE SITES</p>
<p>SCOPE OF WORK : Installation of propane fuel standby generators, automatic transfer switches and new propane storage tanks.</p>	
<p>DETAILS :</p> <p>Fund 14 Planning and Construction</p> <p>Contract Award 01/15/15</p> <p>Notice of Completion filed 10/20/15</p> <p>Authorized Expense \$ 370,265</p> <p>Paid To Date \$ 217,823</p> <p>Percent Constructed 100 %</p>	
<p>NOTES : Construction completed, notice of completion to be filed 10/20/15.</p>	

AS OF 09/20/2015

<p>Project : Manhole Rehabilitation Program FY 14/15 Contract No: 2014.009 Contractor : Ayala Engineering Engineer : District Staff</p>	<p>MANHOLE REHABILITATION PROGRAM FY 14/15 - 15/16</p>												
<p>SCOPE OF WORK : FY 14-15 and 15-16 on call service agreement to rehabilitate manholes throughout the District.</p>													
<p>DETAILS :</p> <table border="0"> <tr> <td>Fund</td> <td>07 Replace and Refurbishment</td> </tr> <tr> <td>Contract Award</td> <td>08/21/14</td> </tr> <tr> <td>Est. Completion Date</td> <td>06/30/16</td> </tr> <tr> <td>Authorized Expense</td> <td>\$ 700,000</td> </tr> <tr> <td>Paid To Date</td> <td>\$ 111,576</td> </tr> <tr> <td>Percent Constructed</td> <td>50%</td> </tr> </table>		Fund	07 Replace and Refurbishment	Contract Award	08/21/14	Est. Completion Date	06/30/16	Authorized Expense	\$ 700,000	Paid To Date	\$ 111,576	Percent Constructed	50%
Fund		07 Replace and Refurbishment											
Contract Award	08/21/14												
Est. Completion Date	06/30/16												
Authorized Expense	\$ 700,000												
Paid To Date	\$ 111,576												
Percent Constructed	50%												
<p>NOTES : FY 2014-15 work completed; new agreement in place for FY 2015-16.</p>	<p>Rehabilitated Manhole in Mission Viejo</p>												

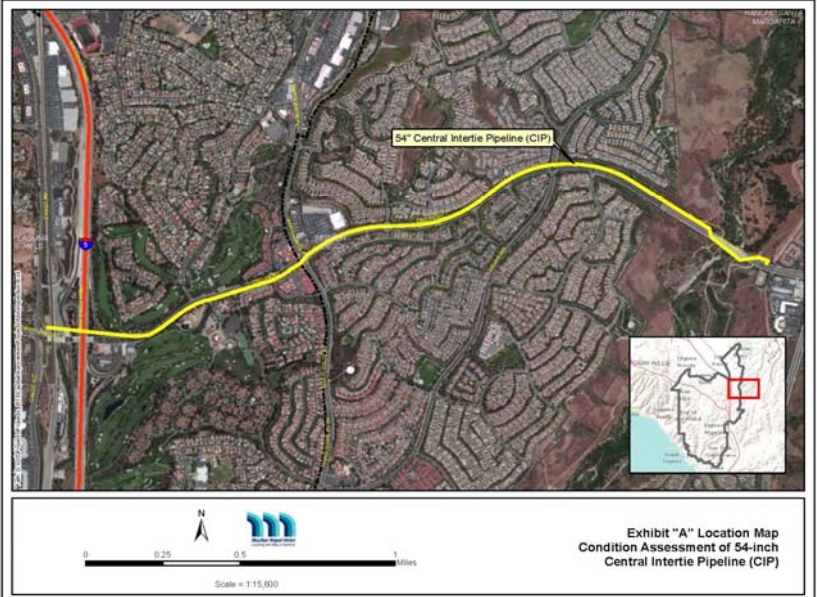
<p>Project : Utility Main Breaker Replacement Contract No: 2014.005 Contractor : Southern Contracting Co. Engineer : Lee & Ro, Inc.</p>	<p>UTILITY MAIN BREAKER REPLACEMENTS LOWER SALADA AND ALISO CREEK LIFT STATION</p>												
<p>SCOPE OF WORK : Replace two utility service sections, perform miscellaneous code updates and extended maintenance on the electrical switchgear.</p>													
<p>DETAILS :</p> <table border="0"> <tr> <td>Fund</td> <td>07 Replace and Refurbishment</td> </tr> <tr> <td>Contract Award</td> <td>07/16/15</td> </tr> <tr> <td>Est. Completion Date</td> <td>12/31/15</td> </tr> <tr> <td>Authorized Expense</td> <td>\$ 216,700</td> </tr> <tr> <td>Paid To Date</td> <td>\$ 54,339</td> </tr> <tr> <td>Percent Constructed</td> <td>5%</td> </tr> </table>		Fund	07 Replace and Refurbishment	Contract Award	07/16/15	Est. Completion Date	12/31/15	Authorized Expense	\$ 216,700	Paid To Date	\$ 54,339	Percent Constructed	5%
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Paid To Date	\$ 54,339												
Percent Constructed	5%												
<p>NOTES : Contract execution pending.</p>	<p>Lower Salada Lift Station</p>												

AS OF 09/20/2015

Project : Condition Assessment of Central Intertie Pipeline
 Contract No: OM 15-16.002
 Contractor : Pure Technologies U.S Inc.
 Engineer : District Staff

**CONDITION ASSESMENT OF
CENTRAL INTERTIE PIPELINE**

SCOPE OF WORK : Assessment of the Central Intertie Pipeline including MFL Inspection, detection and verification and repairs if needed. Also includes engineering analysis and report.



DETAILS :

Fund	01 General Fund
Contract Award	07/16/15
Est. Completion Date	02/29/16
Authorized Expense	\$ 998,563
Paid To Date	\$ 0
Percent Constructed	0%

NOTES : Project tentatively scheduled to start October 2015.

Location Map
of Assessment Area

