



**ENGINEERING & OPERATIONS  
BOARD OF DIRECTORS' MEETING  
MOULTON NIGUEL WATER DISTRICT  
27500 La Paz Road, Laguna Niguel  
November 16, 2015  
8:30 AM  
Approximate Meeting Time: 3 Hours**

1. CALL MEETING TO ORDER
2. APPROVE THE MINUTES OF THE OCTOBER 12, 2015 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING

3. PUBLIC COMMENTS

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

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

#### **DISCUSSION/ACTION ITEMS**

4. **EFFLUENT TRANSMISSION MAIN (ETM) REPLACEMENT CONSTRUCTION CONTRACT AWARD**

It is recommended that the Board of Directors award the construction services contract for the 30-inch ETM Replacement at San Juan Creek Project No. 2009.115 to Vadnais Trenchless Services, Inc. in the amount of \$3,051,180; 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.

5. **EFFLUENT TRANSMISSION MAIN (ETM) REPLACEMENT CONSTRUCTION MANAGEMENT AND INSPECTION (CM&I) AGREEMENT AWARD**

It is recommended that the Board of Directors approve the Professional Services Agreement for construction management and inspection (CM&I) services for the 30-inch ETM Replacement at San Juan Creek Project No. 2009.115 to MWH Constructors, Inc. in the amount of \$306,026; authorize the General Manager to execute the agreement; and authorize the General Manager or designee to approve change orders up to 10% of the contract value.

6. EFFLUENT TRANSMISSION MAIN (ETM) REPLACEMENT ENGINEERING SERVICES AGREEMENT

It is recommended that the Board of Directors approve Amendment No. 2 to the Professional Services Agreement with Dudek for a not-to-exceed fee of \$67,425 for a total contract value not-to-exceed \$296,166; authorize the General Manager to execute Amendment No. 2 to the Professional Services Agreement; and authorize the General Manager or designee to approve amendments up to 10% of the value of the amendment.

7. RECYCLED WATER SYSTEM EXTENSION CONSTRUCTION CONTRACT AWARD

It is recommended that the Board of Directors award the construction services contract for the Recycled Water Extension Project No. 2014.011 to Ferreira Construction Co. Inc. in the amount of \$1,739,593; 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. TOWERS FOR WIRELESS NETWORK CONSTRUCTION CONTRACT AWARD

It is recommended that the Board of Directors award the construction services contract for the Towers for Wireless Network Project No. 2006.038 to Southern Contracting Company in the amount of \$340,500; 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.

9. BOOM LIFT AND TRAILER PURCHASE FOR FISCAL YEAR 2015-16

It is recommended that the Board of Directors approve the purchase of a 2016 articulated boom lift and trailer from Diamond A Equipment for the amount of \$123,000.

**INFORMATION ITEMS**

10. Water Usage Update
11. Quarterly Capital Improvement Program Report
12. Quarterly Communications License Program Report
13. Future Agenda Items (Any items added under this section are for discussion at future meetings only)
14. Late Items (Appropriate Findings to be Made)
  - a. Need to take immediate action; and
  - b. Need for action came to District's attention after Agenda Posting. [Requires 2/3 vote (5 members) or unanimous vote if less than 2/3 are present]

## **CLOSED SESSION**

### 15. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9

Receipt of claim: Quail Creek-La Paz Condominium Association

Receipt of claim: Randell E. Miller

## **ADJOURNMENT**

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

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





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

**October 12, 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 October 12, 2015. There were present and participating:

**DIRECTORS**

Duane Cave	Director
Scott Colton	Vice President/Chair
Richard Fiore	Director
Donald Froelich	President
Larry Lizotte	Director
Brian Probolsky	Vice President (arrived at 8:50 a.m.)

Also present and participating were:

**STAFF MEMBERS, LEGAL COUNSEL, AND MEMBERS OF THE PUBLIC**

Joone Lopez	General Manager
Matt Collings	Assistant General Manager
Marc Serna	Director of Engineering & Operations
Gina Hillary	Director of Human Resources
Jeff Ferre	Best, Best, & Krieger (General Counsel)
Paige Gulck	Board Secretary
Trevor Agrelius	MNWD
Drew Atwater	MNWD
Tim Bonita	MNWD
Todd Dmytryshyn	MNWD
Megan Geer	MNWD
Steve Merk	MNWD
Greg McDowell	MNWD
Ray McDowell	MNWD
Eva Plajzer	MNWD
Megan Schneider	MNWD
Adrian Tasso	MNWD
Rod Woods	MNWD

## #2.

Phillip Silverman  
Rex Johnston

Advanced Industrial Services  
Advanced Industrial Services

### 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 SEPTEMBER 14, 2015 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING

*MOTION DULY MADE BY RICHARD FIORE AND SECONDED BY DONALD FROELICH, MINUTES OF THE SEPTEMBER 14, 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 DUANE CAVE ABSTAINED. DIRECTOR BRIAN PROBOLSKY WAS ABSENT.*

### 3. PUBLIC COMMENTS

*None.*

### PRESENTATION ITEMS

#### 4. Summary of Wastewater Flows

*Eva Plajzer discussed the Summary of Wastewater Flows.*

*Brian Probolsky arrived at 8:50 a.m.*

### DISCUSSION ITEMS

#### 5. Bear Brand No. 1 Reservoir Re-coating Contract Award

*Marc Serna presented the Bear Brand No. 1 Reservoir Re-coating Contract Award. Staff recommends 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. Discussion ensued regarding the inspection process during re-coating.*

#### 6. Electrical System Assessment of Station Facilities

*Marc Serna presented the Electrical System Assessment of Station Facilities. Staff recommends that the Board of Directors authorize the General Manager to execute an*

*agreement with Lee & Ro, Inc., for an amount of \$237,396, plus a 10% contingency, for a total authorized not-to-exceed amount of \$261,136 to perform the Electrical System Assessment of Station Facilities. Discussion ensued regarding scope of the project.*

**7. Reimbursement Agreement with El Toro Water District**

*Eva Plajzer provided background on the reimbursement agreement with El Toro Water District. Staff recommends 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. Discussion ensued regarding the terms of the agreement.*

**8. On-Call Geotechnical Engineering Services**

*Eva Plajzer provided background on the item. Staff recommends 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.*

**9. Coating Inspection Services**

*Eva Plajzer provided detail on the Coating Inspection Services. Staff recommends that the Board of Directors award the engineering services agreements with Harper and Associates Engineering, Inc., and Corrpro 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.*

**INFORMATION ITEMS**

**10. Water Usage Update**

*Drew Atwater provided the monthly water usage update. The District's usage for September was reduced by 26% compared to September 2013, which exceeded the State Water Resources Control Board 20% reduction mandate for the District.*

**11. Quarterly Construction Progress Report**

*Steve Merk presented the Quarterly Construction Progress Report.*

## #2.

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

*Brian Probolsky asked for an update on the District's cell site licensing and any future impacts AB57 will have on the District.*

13. Late Items (Appropriate Findings to be Made)

*Staff has none.*

*Richard Fiore recused himself from closed session as his firm has provided legal services for the HOA.*

*Brian Probolsky recused himself from closed session due to his employment with the County of Orange.*

### **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

*The Board entered closed session at 10:09 a.m. and exited at 10:28 a.m. Scott Colton stated that there was no reportable action on the item.*

### **ADJOURNMENT**

*The meeting was adjourned at 10:29 a.m.*

Respectfully submitted,

Paige Gulck  
Board Secretary





# Moulton Niguel Water District

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** November 16, 2015

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

**SUBJECT:** Effluent Transmission Main (ETM) Replacement  
Construction Contract Award

**DIVISION:** 1, 2, 3

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### SUMMARY:

Issue: Staff issued the Notice Inviting Sealed Proposals (Bids) for the 30-inch ETM Replacement at San Juan Creek, Project No. 2009.115.

Recommendation: It is recommended that the Board of Directors award the construction services contract for the 30-inch ETM Replacement at San Juan Creek Project No. 2009.115 to Vadnais Trenchless Services, Inc. in the amount of \$3,051,180; 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. 2009.115 is budgeted in Fund 7, Replacement and Refurbishment with a current project budget of \$3,600,000. The proposed budget for the project is \$4,226,054. The additional \$626,054 will be covered by savings in other projects. A grant in the amount of \$1,796,276 through the Federal Emergency Management Agency was obtained and will reimburse the District for costs up to that amount. The remaining costs will be split evenly between MNWD and SMWD, each paying \$1,214,889.

### BACKGROUND:

Plant 3A provides wastewater treatment to Moulton Niguel Water District (MNWD) and Santa Margarita Water District (SMWD) service areas. The treated effluent that is not used as recycled water is discharged to a land outfall pipeline, the Effluent Transmission Main (ETM). The last reach of the ETM is located along the west bank of San Juan Creek, approximately 1,000 feet downstream of the confluence of Trabuco and San Juan Creeks. MNWD and SMWD are co-owners of the ETM, and

## #4.

### ETM Replacement Construction Contract Award

November 16, 2015

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by agreement, MNWD is responsible for operation of the pipeline. Costs for this facility are allocated 50 percent to MNWD and 50 percent to SMWD.

In November 2009, the 30-inch diameter ETM siphon in San Juan Creek was found to be exposed due to creek scouring. MNWD hired a contractor to construct emergency protection measures and proceeded to evaluate long-term options. MNWD developed a project to install a new pipe casing and replacement pipe under San Juan Creek that meets the requirements of the permitting agencies and would not be impacted by future creek bed scouring. MNWD applied for Federal Emergency Management Agency (FEMA) grant funding through the State Hazard Mitigation Grant Program for this project. The authorized grant amount was \$1,796,276. This grant amount will be applied to the overall project cost and the remaining difference will be shared equally between MNWD and SMWD.

MNWD solicited proposals in September 2012 for engineering design and environmental services for the project. In October 2012, the Board awarded the contract to Dudek to prepare construction documents and obtain all necessary permits for the ETM replacement. The work defined in the construction documents generally includes: potholing, replacement of approximately 300 feet of 30-inch ETM pipe by microtunneling, replacement of approximately 130 feet of 30-inch ETM pipe by open trench construction, connections to existing 30-inch ETM pipe and existing 42-inch Chiquita Land Outfall pipe, temporary plugging of existing ETM pipe crossing for future removal, and restoration of all impacted hardscape and landscape, including paving.

#### **DISCUSSION:**

A request for bids was issued to seven qualified microtunneling contractors. In order to comply with the requirements of a federally funded project, the project was also publicly advertised. On August 22, 2015, the District received three sealed bids. The table below summarizes the bids received:

<b>Firm</b>	<b>Bid</b>
Vadnais Trenchless Services, Inc.	\$3,051,180
James W. Fowler Co.	\$3,350,000
Mladen Buntich Construction Co., Inc.	\$5,303,817
<b>Engineer's Estimate</b>	<b>\$3,110,000</b>

Staff has determined that the lowest responsible and responsive bidder is Vadnais Trenchless Services, Inc. Staff has completed its review of the contract documents and has determined that they are in order. Vadnais Trenchless Services, Inc. is an experienced microtunneling contractor that is well-qualified to perform this type of work.

## ETM Replacement Construction Contract Award

November 16, 2015

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SUMMARY OF PROJECT BUDGET:

	<b>Project Budget*</b>	<b>Proposed / Approved Contract</b>	<b>Proposed / Authorized Contingency</b>	<b>Total Proposed / Authorized Amount</b>
<b>Project Items</b>				
Interim Protection Measures	\$91,650	\$91,650	\$0	\$91,650
CEQA/Design	\$201,741	\$201,741	\$0	\$201,741
Construction Engineering	\$67,425	\$67,425	\$6,743	\$74,168
Construction Management	\$306,026	\$306,026	\$30,603	\$336,629
Construction Geotechnical	\$36,880	\$36,880	\$3,688	\$40,568
Construction Contract	\$2,771,278	\$3,051,180	\$305,118	\$3,356,298
Legal, Permits, District Labor	\$125,000	\$125,000	\$0	\$125,000
<b>Totals</b>	<b>\$3,600,000</b>	<b>\$3,879,902</b>	<b>\$346,152</b>	<b>\$4,226,054</b>

\* \$331,804 has been expended to date.

 Currently Proposed Amount

Attachment: Exhibit A – Location Map

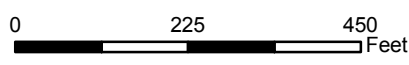






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- Effluent Transmission Main
- Sewer Main
- Project Area



Scale 1" = 3,000'

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







# Moulton Niguel Water District

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** November 16, 2015

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

**SUBJECT:** Effluent Transmission Main (ETM) Replacement  
Construction Management and Inspection (CM&I)  
Agreement Award

**DIVISION:** 1, 2, 3

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### SUMMARY:

Issue: Board action is required to execute an agreement for the 30-inch ETM Replacement at San Juan Creek, Project No. 2009.115.

Recommendation: It is recommended that the Board of Directors approve the Professional Services Agreement for construction management and inspection (CM&I) services for the 30-inch ETM Replacement at San Juan Creek Project No. 2009.115 to MWH Constructors, Inc. in the amount of \$306,026; authorize the General Manager to execute the agreement; and authorize the General Manager or designee to approve change orders up to 10% of the contract value.

Fiscal Impact: Project No. 2009.115 is budgeted in Fund 7, Replacement and Refurbishment with a current project budget of \$3,600,000. The proposed budget for the project is \$4,226,054. The additional \$626,054 will be covered by savings in other projects. A grant in the amount of \$1,796,276 through the Federal Emergency Management Agency was obtained and will reimburse the District for costs up to that amount. The remaining costs will be split evenly between MNWD and SMWD, each paying \$1,214,889.

### BACKGROUND:

Plant 3A provides wastewater treatment to Moulton Niguel Water District (MNWD) and Santa Margarita Water District (SMWD) service areas. The treated effluent that is not used as recycled water is discharged to a land outfall pipeline, the Effluent Transmission Main (ETM). The last reach of the ETM is located along the west bank of San Juan Creek, approximately 1,000 feet downstream of the confluence of

## #5.

### ETM Replacement CM&I Agreement Award

November 16, 2015

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Trabuco and San Juan Creeks. MNWD and SMWD are co-owners of the ETM, and by agreement, MNWD is responsible for operation of the pipeline. Costs for this facility are allocated 50 percent to MNWD and 50 percent to SMWD.

In November 2009, the 30-inch diameter ETM siphon in San Juan Creek was found to be exposed due to creek scouring. MNWD hired a contractor to construct emergency protection measures and proceeded to evaluate long-term options. MNWD developed a project to install a new pipe casing and replacement pipe under San Juan Creek that meets the requirements of the permitting agencies and would not be impacted by future creek bed scouring. Dudek was retained in 2012 to prepare contract documents for the project.

The construction contract is proposed to be awarded to Vadnais Trenchless Services, Inc. and geotechnical services during construction will be performed by GMU. Although the District typically performs its own construction management and inspection (CM&I) work in-house, this project involves an extended construction duration requiring a substantial resource pool, a specialized construction technique known as microtunneling, and extensive federal documentation requirements for grant funding. A specialized firm with the resources and expertise to manage this major construction project with understanding of Federal reporting requirements is required.

#### **DISCUSSION:**

Staff issued a Request for Proposal (RFP) to six (6) qualified construction management and inspection firms. In order to comply with the requirements of a federally funded project, the project was also publicly advertised. The District received four (4) proposals. The table below summarizes the proposals received:

<b>Consultant / Firm</b>	<b>Proposed Fee</b>
MWH Constructors, Inc.	\$306,026
Dudek	\$327,806
CivilSource	\$375,522
Fountain Head	\$440,509

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, project specific experience, proposed project team and cost, staff recommends that MWH Constructors, Inc. be awarded the professional services contract.

The scope of work included in the proposed contract includes:

- Contract administration and management, including monitoring or budget and schedule, compliance with contract documents, processing of submittals and requests for information and other daily construction activities



ETM Replacement CM&I Agreement Award

November 16, 2015

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- All monitoring requirements as required by the grant agreement for federally funded projects, such as labor, safety, contract hours, etc.
- All required environmental surveys and monitoring as listed in the adopted Mitigated Negative Declaration
- All specialty inspections such as micro-tunneling oversight

The District will provide project oversight and coordination among permitting agencies and impacted adjacent business, and will manage the overall effort of all contracted entities.

SUMMARY OF PROJECT BUDGET:

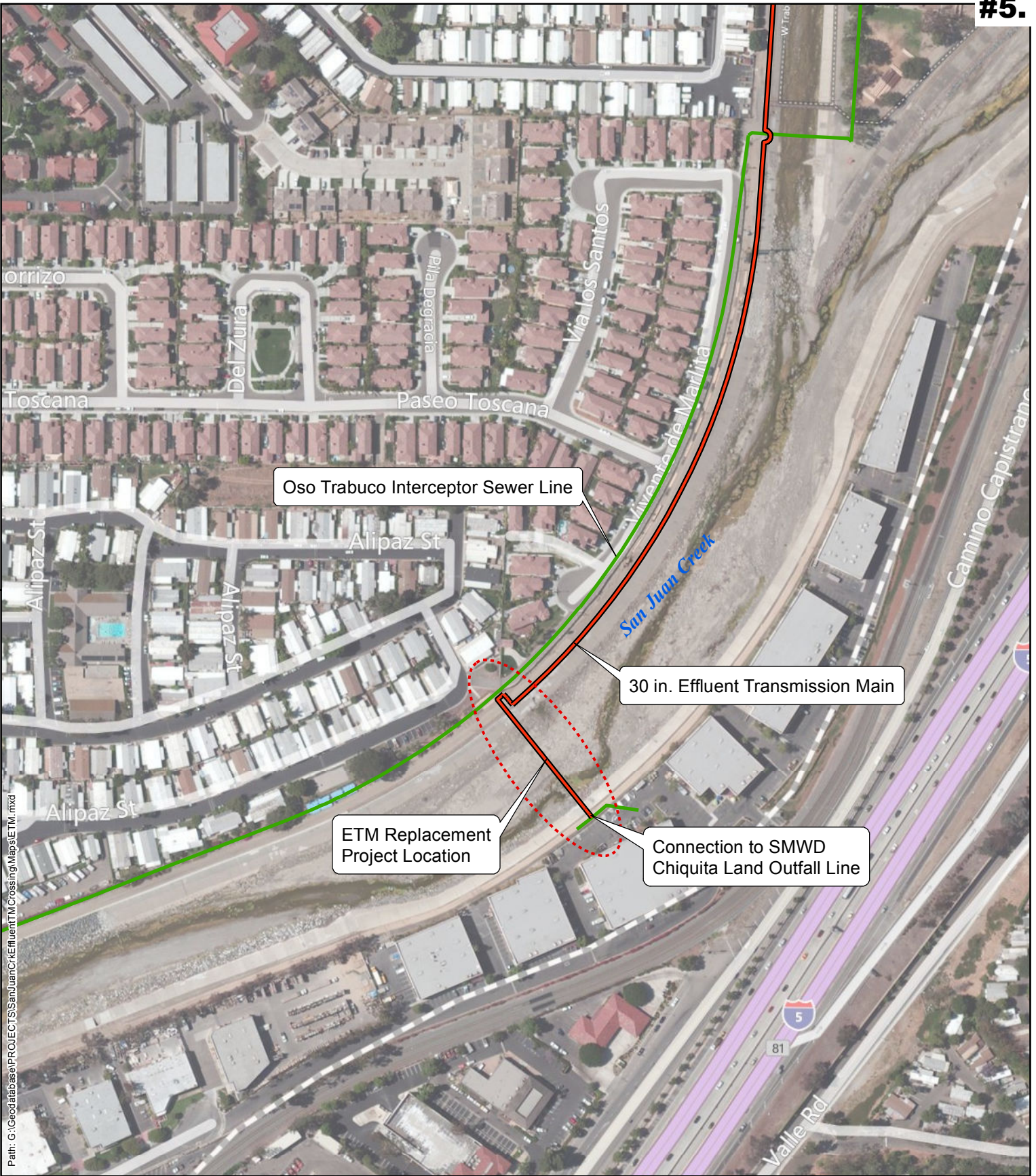
	<b>Project Budget*</b>	<b>Proposed / Approved Contract</b>	<b>Proposed / Authorized Contingency</b>	<b>Total Proposed / Authorized Amount</b>
<b>Project Items</b>				
Interim Protection Measures	\$91,650	\$91,650	\$0	\$91,650
CEQA/Design	\$201,741	\$201,741	\$0	\$201,741
Construction Engineering	\$67,425	\$67,425	\$6,743	\$74,168
Construction Management	\$306,026	\$306,026	\$30,603	\$336,629
Construction Geotechnical	\$36,880	\$36,880	\$3,688	\$40,568
Construction Contract	\$2,771,278	\$3,051,180	\$305,118	\$3,356,298
Legal, Permits, District Labor	\$125,000	\$125,000	\$0	\$125,000
<b>Totals</b>	<b>\$3,600,000</b>	<b>\$3,879,902</b>	<b>\$346,152</b>	<b>\$4,226,054</b>

\* \$331,804 has been expended to date; received reimbursement from SMWD in the amount of \$48,071

 Currently Proposed Amount

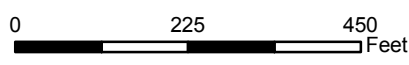
- Attachments:
1. Exhibit A – Location Map
  2. Proposed Agreement





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

- Effluent Transmission Main
- Sewer Main
- ⋯ Project Area



Scale -15-,000

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





**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN MOULTON NIGUEL WATER DISTRICT AND MWH CONSTRUCTORS, INC.  
MNWD PROJECT: 30-INCH ETM REPLACEMENT AT SAN JUAN CREEK  
CONTRACT NO. 2009.115**

THIS AGREEMENT (the "Agreement") is dated as of \_\_\_\_\_, 2015 (the "Effective Date"), by and between MWH CONSTRUCTORS, INC., hereinafter referred to as the "CONSULTANT" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of consulting services to MNWD by CONSULTANT. MNWD and CONSULTANT may sometimes be referred to in this Agreement individually as "party" and together as "parties."

**RECITALS**

CONSULTANT proposes to provide construction support services to MNWD in connection with its 30-Inch ETM Replacement Project at San Juan Creek (the "Project"). The scope of work to be performed by CONSULTANT under this Agreement is described in **Exhibit A** hereto, which is incorporated herein (the "Scope of Work").

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

**AGREEMENT**

**SECTION I - CONSULTING SERVICES, AUTHORIZATION**

Section 1.1 CONSULTANT proposes to perform those services which are described in the Scope of Work. MNWD may request or CONSULTANT may recommend, that CONSULTANT 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, CONSULTANT shall provide a cost estimate and written description of the additional or changed work. Prior to any such addition, changes, or deletion to the Scope of Work, MNWD and CONSULTANT shall negotiate an adjustment of the compensation and time for completion and shall execute a written addendum to this Agreement. 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 CONSULTANT agrees to complete the consulting services described in the Scope of Work no later than **December 30, 2016**. CONSULTANT 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.

CONSULTANT agrees to coordinate the work to ensure its timely completion and shall promptly notify MNWD of any anticipated delays or causes or casualties beyond CONSULTANT'S control which may affect the work schedule. CONSULTANT shall not begin work on any services pursuant to this Agreement until receipt of MNWD'S written direction to proceed. Upon receipt of such notice, CONSULTANT shall immediately commence the work described in **Exhibit A**.

Section 1.3 Luanne Bean, CONSULTANT'S Orange County Area Manager, shall be the project manager for the Project. CONSULTANT will not make any changes in CONSULTANT'S project manager, in consultants, in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Scope of Work without prior written approval of MNWD.

## #5.

Section 1.4 As part of the Project, CONSULTANT intends to subcontract certain services for the Project. Separate subcontracts may be entered into between CONSULTANT and the subconsultants listed in Exhibit B hereto. Any additional subconsultants CONSULTANT proposes to use are subject to prior written approval by MNWD.

Section 1.5 MNWD shall make available to CONSULTANT at no cost all technical data in MNWD's possession, including maps, plans, drawings, past reports, prior studies, prior plan operating data, and other information reasonably required by CONSULTANT and relating to the work to be performed under this Agreement.

Section 1.6 All documents and information generated by CONSULTANT and any of CONSULTANT's subcontractors pursuant to this Agreement shall remain confidential and shall not be copied, distributed, or otherwise provided or referenced by CONSULTANT or CONSULTANT's subcontractors to any third parties other than with MNWD's written consent, or as compelled by order of court.

Section 1.7 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 II herein, be furnished to and become the property of MNWD. CONSULTANT may retain a copy of all reports and documents for their files.

Section 1.8 Except as otherwise required by law, CONSULTANT will not disclose or cause their respective officers, directors, employees, representatives, agents, advisors, or subconsultants to disclose or use any of the content of negotiations or Confidential Information, furnished or otherwise permitted for review, by one party to the other in connection with the proposed transactions. For purposes of this paragraph, "Confidential Information" means information supplied by one party to the other, except information which is part of public record.

### **SECTION II – FEES AND PAYMENT**

Section 2.1 In consideration for providing the construction management services referred to in SECTION I herein, MNWD agrees to compensate CONSULTANT on a time and materials basis, with a not-to-exceed maximum amount of **Three Hundred Six Thousand Twenty-Six Dollars (\$306,026)**. The breakdown of the costs for the Project is attached hereto as Exhibit C which is incorporated herein.

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 Rate Schedule set forth in Exhibit D attached hereto and incorporated herein sets forth the current billing rates of CONSULTANT.

Section 2.3 Payments will be made based on submittal of invoices by CONSULTANT. 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 CONSULTANT.

### **SECTION III – PREVAILING WAGE**

Section 3.1 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. CONSULTANT shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and

1776 of the California Labor Code. 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 CONSULTANT.

Section 3.2 CONSULTANT will not pay less than the specified prevailing wage rates to all workers employed by them in the execution of the services.

Section 3.3 CONSULTANT 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 entered into with any CONSULTANT or subcontractor, in violation of Section 1771.1(a), shall be subject to cancellation by the MNWD at the sole discretion of the MNWD consistent with Section 1771.1(e).

Section 3.4 CONSULTANT acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 3.5 CONSULTANT 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 3.6 CONSULTANT 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. CONSULTANT's DIR Registration No. is 100022210.

**SECTION IV - WARRANTY**

Section 4.1 In performing services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

Section 4.2 The services will be performed in a professional and workmanlike manner.

Section 4.3 No part of services or this Agreement is or will be inconsistent with any obligation CONSULTANT may have to others.

**SECTION V - INSURANCE AND INDEMNIFICATION**

Section 5.1 Professional Liability Insurance. CONSULTANT and each of its sub-consultants/subcontractors shall maintain throughout the term of this Agreement a professional liability (errors and omissions) policy of insurance having coverage of not less than One Million Dollars (\$1,000,000) for each claim and in annual aggregate. The following provisions shall apply if the professional liability coverage is written on a claims-made basis:

- (a) The retroactive date of the policy must be shown and must be 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

## #5.

made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five (5) years after completion of the services. MNWD shall have the right to exercise at the CONSULTANT's cost any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.

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

Section 5.2 General/ Automobile Liability Insurance. CONSULTANT 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 CONSULTANT and its sub-consultants/subcontractors, and each of their agents, representatives, or employees. Such public liability and property damage insurance (which shall cover claims, injury, death, loss or damage or accidents from the use or operation of any automobiles, trucks and/or other mobile or stationary equipment, whether owned, non-owned or hired) shall be comprehensive in form and shall be on a "per occurrence" basis in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit in a minimum amount at least twice the per occurrence limit specified in this section.

All insurance provided under this Section 5.2 shall name MNWD and its' directors, officers, employees and representatives as additional insureds under each such policy ("additional insureds") and an additional insured endorsement shall be provided in form acceptable to MNWD.

Section 5.3 Worker's Compensation. By its signature hereunder, CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT and 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 5.4 Requirements of All Policies. All policies of insurance required under this Section 5 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. CONSULTANT shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

In the case of additional insured provisions, any insurance afforded the additional insureds by this Agreement is primary insurance as to the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be excess of the CONSULTANT's (and its 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 CONSULTANT shall provide a financial guarantee satisfactory to MNWD guaranteeing payment of losses and related investigations, claim administration and defense expenses. Maintenance of insurance coverage as specified in this Agreement is a material term of this Agreement, and any failure to maintain or renew coverage, or to provide evidence thereof, as required by the terms is a material breach of this Agreement.

**Section 5.5 Indemnity.**

CONSULTANT shall hold harmless and indemnify, including the cost to defend, MNWD and its' directors, officers, employees and representatives from liability, claims, damages, demands, actions, attorney's fees, costs and expenses (i) for personal injury, bodily injury or property damage that arise out of, pertain to, or relate to the operations and work of the CONSULTANT and its sub-consultants/subcontractors under this Agreement (other than professional services), and (ii) that arise out of, pertain to, or relate to CONSULTANT's or its sub-consultant's/ subcontractor'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 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 CONSULTANT'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by CONSULTANT hereunder.

**SECTION VI - TERMINATION OR ABANDONMENT**

**Section 6.1** This Agreement may be terminated in whole or in part in writing by either party provided that no such termination may be effected unless the other party is given not less than ten (10) calendar day's written notice (deliver by certified mail, return receipt requested) of intent to terminate. Additionally, MNWD may suspend performance by CONSULTANT of any or all services listed in the Scope of Work under this Agreement by providing written notice to CONSULTANT at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, CONSULTANT shall immediately suspend any work or services hereunder, unless otherwise instructed by MNWD in such notice.

**Section 6.2** CONSULTANT shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from MNWD to resume performance. MNWD and CONSULTANT agree that in the event MNWD suspends or terminates performance by CONSULTANT for any cause other than the intentional or negligent error or omission of CONSULTANT, CONSULTANT 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 6.3** In the event of any suspension or termination herein, MNWD shall have the right to take possession and shall immediately own all original drawings and other documents developed for that portion of the work completed and/or being suspended or abandoned.

**SECTION VII - GENERAL**

## #5.

Section 7.1 CONSULTANT represents that it is aware of no facts or circumstances which would impair its ability to provide fair and unbiased advice to MNWD in the course of performing the 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 CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the parties. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it.

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 CONSULTANT - MWH Constructors, Inc.  
Attn: Jaime Burrola  
19800 MacArthur Blvd.  
Suite 550  
Irvine, CA 92612

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

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

Section 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 CONSULTANT without prior written consent of MNWD.

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

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

Moulton Niguel Water District

By: \_\_\_\_\_

CONSULTANT – MWH Constructors, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**#5.**

**EXHIBIT A**  
SCOPE OF WORK



## A. SCOPE OF WORK AND METHODOLOGY

### Scope of work

#### A.1 Review Contract Documents

MWH will perform an in-depth review of the Construction Drawings and Specifications in preparation for conducting the preconstruction meeting performing construction management and inspection (CM&I) services for the project.

**Deliverables:** N/A.

#### A.2 Preconstruction Meeting

MWH will conduct the Preconstruction Meeting to outline contractual requirements, particularly special requirements. MWH will prepare an agenda for review and comments by Engineer and District staff one week prior to the meeting. Comments shall be incorporated and agendas shall be distributed to all meeting attendees. MWH will be prepared to review the Contractor’s schedule and approach to the project. Following the meeting, MWH will prepare meeting minutes for review and comments by District staff. After incorporating comments, if any, MWH will distribute meeting minutes to all attendees.

**Deliverables:** Agenda, minutes.

#### A.3 Contract Administration and Management

MWH will coordinate closely with the District’s CM personnel, acting as an extension of staff for this project. This task shall include the following activities:

- a. Ensuring compliance with Contract Documents
- b. Ensuring that the Contractor abides with all pertinent safety requirements and provides a safe working environment
- c. Responding to inquiries regarding requirements of the Contract Documents
- d. Monitoring of Contractor’s schedule and regular progress updates
- e. Performing periodic site visits
- f. Providing daily communication and conferences with various parties including District, Engineer, Geotechnical Firm, City of San Juan Capistrano, County of Orange and its representatives, Southern California Regional Rail Authority, impacted business owners in the Calle Perfecto Business Park, and the public (in cooperation with District staff)

- g. Reviewing and responding to RFIs not related to design requirements and intent
- h. General review and processing of submittals (detailed review by Engineer)
- i. Resolving conflicts
- j. Reviewing change orders and providing recommendations

**Deliverables:** Contract Administration Documentation including emails, phone calls, response to non-design related RFIs, general review of submittals, change order validation.

#### A.4 Labor Compliance for Federally Funded Project

In part, the project is funded by FEMA’s Hazard Mitigation Grant Program. As such, the District is obligated to comply with all requirements of the Grant, including 44 CRF, Chapter 1, Part 13 and OMB Circular A-87 Revised. Section 31 of the Special Provisions describes the requirements of the Contractor. MWH will assume lead responsibility ensuring that the contract administration is fully compliant with the requirements of the above items and grant. This includes review and audit of certified payrolls and all required documentation from Contractor and all subcontractors. This also includes ensuring proper wage rates, payment schedule, work hours, and overtime provisions. Services shall be inclusive of all required level of effort necessary for compliance monitoring, enforcement, and reporting of Prevailing Wage and Related Acts provisions. MWH will provide monthly reporting to the District. These provisions include:

- a. Disadvantaged Business Enterprises
- b. Non-discrimination/Equal Employment Opportunity
- c. Copeland “Anti-Kickback” Act
- d. Contract Work Hours and Safety Standards Act
- e. Rights to Inventions
- f. Audits of certified payrolls, checking proper wage rates, payment schedule, work hours, and overtime provisions
- g. On-site employee interviews for payment of prevailing wages
- h. Focused review of worker complaints
- i. Records
- j. Environmental compliance
- k. Energy Efficiency

**Deliverables:** Monthly report including items a. through k. above as applicable.



## A.5 Environmental Mitigation Measures

MWH will assume lead responsibility ensuring that the following items are performed in strict accordance with the requirements of the Mitigation Monitoring and Reporting Program and be contracting with PanGIS, a CA Certified DBE firm to perform these services. Provisions for the Environmental Mitigation Measures to be performed include the following:

### a. Steelhead Trout Surveys MM-BIO-1:

1. Focused surveys for Steelhead Trout: If construction begins prior to January 1 and will extend into the steelhead trout migration period, focused steelhead trout surveys shall be conducted in addition to trout monitoring (see below for trout monitoring). If construction begins between January 1 and May 31, focused surveys shall begin approximately two weeks prior to the start of construction. Our qualified biologist will conduct the focused steelhead trout surveys. Focused steelhead trout surveys will begin approximately two weeks prior to the start of construction.

The surveys shall include two dawn and two dusk surveys separated in time by at least one week. Focused surveys are broken into two 4-hour blocks, the first occurring 30 minutes before sunrise, and the second occurring 3.5 hours before sunset to gather data during the most likely times of steelhead trout migration. Surveys shall consist of walking diagonal transects within the streambed from downstream to upstream while visually checking all flowing water, deep pools, cut banks, and vegetation overhangs for steelhead trout. Small dip nets will be used to verify the identity of small fish encountered during the survey.

2. Monitoring surveys for Steelhead Trout (non-precipitation and precipitation): When construction activities are planned that could impact the creek such as the advancement of the MTBM underneath the creek and extends into the steelhead trout migration period, we will perform monitoring surveys for Steelhead Trout from 6:30 am to 8:00 am. We anticipate 35 days of monitoring which includes a portion of the construction of the entry portal, and advancing the MTBM beneath the creek. When no precipitation, or less than 1.0 inch of precipitation is recorded within the San Juan Creek watershed within a 24 hour period, then a "Non-precipitation" monitoring protocol will be conducted. Monitoring surveys shall consist of walking diagonal bank to bank transects.

Non-Precipitation Monitoring surveys will consist of walking diagonal bank to bank transects starting 500 feet downstream from the project area and continuing to a point 500 feet upstream and will continue for one week subsequent the project area to search for schools of fish. Binoculars will be used to identify shore bird activity, which is often associated with the presence of fish. When fish are observed, the species, school size, and location shall be noted. When rain events result in 1.0 inch or more in any one day, then a "Precipitation" monitoring protocol will be conducted.



Precipitation monitoring will begin around 6:30 am and continue throughout the entire construction period each day. The precipitation protocol will continue for one week subsequent to a 1.0 inch rain event. If it is determined to be unsafe due to high channel flows, alternate survey protocol consisting of walking along the dry portions of the streambed within the channel, avoiding areas where safety is a concern, and walking along the upper banks of the flood channel while using binoculars to survey fast moving water for adult steelhead trout will be used.

3. If steelhead trout are detected during any of the preconstruction surveys or monitoring by our qualified biologist, our CMS team will halt the construction and notify the District. Work will remain halted until trout are no longer detected within the work area and associated buffer.
- b. **Nesting Bird Survey MM-BIO-2:** A nesting bird survey is required in order to comply with MM-BIO-2 if Construction occurs during the nesting season (February 15 to August 31), a qualified biologist shall conduct a single visit nesting bird survey within 72 hours prior to construction to avoid potential impacts to actively nesting birds protected under the MBTA. If an active nest is present, a suitable buffer zone will be recommended based on the species and specific nest



location and all impacts within the buffer zone must be placed on hold until the nest is no longer active.

- c. **WEAP MM-CUL-1:** WEAP training for Native American cultural and archaeological sensitivity to comply with MM-CUL-1. Prior to initiation of ground disturbing activities, construction personnel shall receive worker environmental awareness and protection (WEAP) training to understand Native American cultural and archaeological sensitivity in the project area, to recognize potential archaeological discoveries during construction, and to provide information on how to react in the event of a discovery. Such materials could include dense and/or intact artifact bearing deposits, features (such as fire pits, privies, foundations), or human remains and grave goods. The WEAP training will describe the potential of exposing archaeological resources, the types of cultural materials that may be encountered, and directions on the steps that shall be taken if such a find is encountered.

**Deliverables:** Report for focused survey for steelhead trout, daily reports for non-precipitation and precipitation trout monitoring, nesting bird survey results, WEAP training documentation.

### A.6 Biweekly Jobsite Meetings

MWH will conduct biweekly jobsite meetings to perform periodic review of project progress, issues, and schedule. Assume that approximately 12 meetings will be required. The primary focus of these meetings will be to proactively resolve any potential issues and review the Contractor’s planned work over the next two weeks. MWH will prepare agendas and meeting minutes for all meetings (minutes to be reviewed by District staff). After incorporating comments, if any, MWH will distribute meeting minutes to all attendees plus other District designated entities. MWH is advised that the District has budgeted approximately four site visits from the Engineer, as needed.

**Deliverables:** Agenda and Minutes.

### A.7 Partial Payment Requests

Each month, MWH will review the Contractor’s partial payment request for work completed. MWH will ensure appropriate payment for the actual quantities of work completed. After MWH and Contractor agree on quantities, MWH will provide the required paperwork and recommend approval and payment by the District.

**Deliverables:** Contractor’s payment approval/recommendation to the District.

### A.8 Document Control

MWH will maintain a comprehensive project record. As a minimum, the project record shall consist of:

- a. Submittals and Submittal Logs
- b. RFIs and RFI Logs
- c. Proposed/Executed Change Orders and Change Order Logs
- d. All written correspondence (e.g., letters, e-mails)
- e. Inspection reports and photographs
- f. Meeting agendas and minutes
- g. Progress payment and backup information
- h. Comprehensive, but separate Labor Compliance Binder
- i. In addition to emails for distribution of documents, MWH will provide EADOC. All documents will be prepared and maintained in standard MS Office software, saved as .pdf files as appropriate, and primarily distributed electronically. Hard copies shall be provided as appropriate, or as requested by District staff.

**Deliverables:** Deliverables are each of the noted items in a. through h. above.

### A.9 Construction Inspection and Specialty Inspection

MWH will provide full-time inspection and as-needed specialty inspection to ensure that the Contractor’s work is in compliance with the Contract Documents. Daily field reports and photographs shall be prepared. Reports shall detail items such as weather, equipment and manpower, visitors to jobsite, work performed, and deficiencies. Any issues regarding out of compliant work or delays shall immediately be brought to the attention of the District.

**Deliverables:** Daily reports and photographs.

#### A.9.1 Specialty Inspection – MT Oversight

MWH will provide full-time, oversight inspection of the micro tunneling operator during micro tunneling operations to gain real time intelligence of the operating parameters of the micro tunnel, and to ensure that the Contractor’s work is in compliance with the Contract Documents. Daily field reports shall be prepared. Detail items such as weather, equipment and manpower, operating parameters of line and grade, head pressure, and rate of boring shall be documented. Any issues regarding out of compliant work or delays shall immediately be brought to the attention of the District.

**Deliverables:** Daily reports and photographs.







### A.10 Maintenance of As-Built Drawings

Throughout construction, MWH will maintain a comprehensive and accurate set of As-Built Drawings. At the conclusion of construction, MWH will collect the Contractor's As-Built Drawings for comparison. After any discrepancies are reconciled, MWH will consolidate all changes into a single red-line set that will be turned over to the Engineer for the preparation of final Record Drawings.

**Deliverables:** MWH as-built drawings and final Contractor's As-Built drawings.

### A.11 Project Closeout

MWH will perform the following minimum project closeout activities:

- a. Comprehensive final inspection, in conjunction with District staff, for the purpose of preparing a final punch-list
- b. Assistance with resolution of any outstanding project issues (e.g., claims, time extensions, punch-list items)
- c. Letter to the District recommending acceptance of the project and a substantial completion date
- d. Verification that final testing, clean-up, restoration, and demobilization are complete
- e. Comparison between pre-construction and post-construction conditions of the construction areas and access routes to ensure that all areas are returned to preconstruction conditions. Demonstration of proper restoration will need to be made to the District, City of San Juan Capistrano, County of Orange, Southern California Regional Rail Authority, impacted business owners in the Calle Perfecto Business Park.

**Deliverables:** Inspection reports, punch list, Letter to District.

### A.12 District's Responsibility

MWH will provide coordination with the District, the District's Engineer of Record (Dudek), the District's Geotechnical Engineer of Record (GMU), and the permitting Agency's reviewer (Hatch Mott MacDonald) for their required services for this project. Tasks that will be performed by the District's Engineer of Record (contracted directly with the District) during construction generally include the following:

- a. Submittal Review
- b. RFI Review (technical or related to design intent)
- c. Preparation of Record Drawings
- d. Technical Support Services
- e. Attend Preconstruction Meeting

- f. 4 Site Visits
- g. As-needed consultation to District and CM Firm
- h. Geotechnical Services will performed by the District's geotechnical Engineer of Record (contracted directly with the District).

**Deliverables:** Submittal logs, final submittal review collected from District's Engineer, District's Geotechnical Engineer, and Permitting Agency's review; RFI log and final RFI; collection of paper work/inspection reports from District's Engineer, District's Geotechnical Engineer, and Permitting Agency's review.

### Methodology

#### Key Elements to Project Success



Our construction management and inspection philosophy focuses on safety, lasting value, cost effectiveness and on-schedule completion. We provide experienced personnel that understand this approach to project management and have the demonstrated leadership and

ability to be successful when working for the Moulton Niguel Water District.

Our multi-disciplined staff of career construction management professionals will be part of the District's team. We will be representatives of the District in administering the construction contract and ensuring the requirements of the contract documents are achieved. Our goal is to be responsive to the District's needs, work proactively with the contractor to keep the project moving forward and ensure a quality project is delivered on time.

We have a long history in the water and wastewater sector and understand the importance of maintaining and operating transmission, delivery and pumping systems. As the project is implemented, we will provide turn-key construction management, allowing the District to focus on its operating mandates. Our team will require minimal oversight by the District, allowing staff to carry out their work, ensuring the District's services are maintained.

Our management team brings experience and structure to the construction process. The District will be fully represented and we will work to understand your priorities. Throughout the project we will provide clear and concise communication, along with informed opinions and vetted options, which will allow the District to make educated decisions to ensure its interests, are maintained.







As the District’s representative, we will oversee the quality of installations, safeguard the project budget, validate the project schedule and work to meet established milestones, implement systems and procedures to manage documentation, mitigate claims and maintain strong communication with the project stakeholders.

MWH will provide specific approaches to address the key elements of this project. Early identification of the key elements will provide enhanced project control and project success. From our preliminary evaluation, the following key elements were identified:

- Building the Team
- Safety
- Public Relations
- FEMA HMGF Funding
- OCPW Flood Control District / County Coordination
- Permitting Agency’s Review Team
- Submittal Review
- Materials and Soils Testing
- DBE Subconsultants and Environmental Mitigation Measures
  - Steelhead Trout (MM-BIO-1)
  - Worker Environmental Awareness Program (WEAP MM-CUL-1)
  - Nesting Bird Survey (MM-BIO-2)
- Document Control
- Cost Control
- Schedule
- Managing Changes and Mitigating Claims
- Construction Inspection and Special Inspection
- Inspection/Special Inspection of the Project’s Critical Elements
- Quality Control
- MWH’s ‘3-Strikes’ Inspection Practice
  - Control of Deficient and Nonconforming Items
  - Responsibilities
  - Deficient Work
  - Non-Compliant Work and Corrective Actions
- Labor Compliance for Federally Funded Project
  - Certified Payroll Reports Uploaded to State
  - On-Site Employee Interviews
  - Focused Review
  - Worker Complaints
  - Audits of Certified Payroll Reports

**Building the Team**

MWH’s goal is to be an extension of the District’s team ensuring that MWH is integrated within the District’s culture, staff will facilitate great communication, a shared

understanding of the work to be accomplished and successful completion of the project. Building effective teams not only fosters communication, it also enhances commitment to quality work and instills a sense of collaboration among all stakeholders. Building strong teams leads to strong relationships, and strong relationships are the backbone of lasting partnerships.

Our team not only will include the District, but also the District’s Engineer of Record and the District’s Geotechnical Engineer of Record. We will also include the OCPW Flood Control District personnel, and the permitting Agency’s reviewer, Hatch Mott MacDonald, as we recently completed construction operations with both these groups and have a very inclusive relationship with them as well.

**Safety**

MWH is committed to developing a positive safety culture and delivering the highest standard of health and safety performance. Our goal is ‘Zero Incidents’ on every project. MWH will make conscientious and diligent efforts to eliminate any conditions that would be hazardous to the workers, program personnel or the public.



We acknowledge the close proximity of our neighbors to the work and staging areas and we will maintain a safe environment by being vigilant to ensure the roads are maintained clean, the Contractor follows the established guidelines for laydown area use, maintains safe traffic speeds on traffic routes to and from the laydown area and general traffic safety in the parking lots and local community streets.

MWH is also very knowledgeable of the special safety hazards that micro tunneling operations present as we recently managed the micro tunneling operations on the OCPW FCD SARI project without a safety incident in the micro tunneling operations.

We provide a well-established global occupational health and safety program known as SafeStart. SafeStart is a program designed to create a visible minimum standard of health and safety that is diligently communicated and enforced at every level. All onsite employees are required to complete the SafeStart program.

MWH personnel will attend the contractor’s weekly ‘toolbox’ or ‘tailgate’ safety meetings onsite with all crews. MWH will also conduct daily visual safety inspections of all ongoing work for the safety of all construction management staff and subconsultant members, if any.

Our vision is to encourage employee engagement and involvement in every aspect of health and safety across all





areas, activities and disciplines. Each level of management is responsible for demonstrating safety leadership, providing a safe work environment and promoting safety as a value. Our focus on safety reaches far beyond simply protecting MWH interests and employees, it also benefits our clients and the communities in which we live and work.

**Public Relations**

Due to the location of this project, this project will have a greater impact to the public than on most projects.



The portal on the Northwest side of the creek impacts the bicycle and hiking trail adjacent to the Rancho Del Avian, a mobile home park on the southern end of Vivente De Marlita. The other portal is in the parking lot and backside of 32707 Calle Perfecto, Bakery Outlet. Adjacent to the Bakery Outlet is 32702 Calle Perfecto, Yamaha Performance Racing and 32773 Calle Perfecto, Stanley Steamer.

Both portals will require staging in these areas, and construction truck traffic to bring in materials and equipment, all high impact activities to the local business and residences. Our staff has a proven track record of positive and proactive public relations. Since MWH will have a visible presence on-site, we will be on the front lines with the public.

With the consent of the District, MWH would like to implement effective and proven techniques to ensure public knowledge, awareness and safety around the construction area. MWH provided its expertise to the El Toro Water District by working with its Public Outreach Consultant in developing Project Fact Sheets and Construction Alert handouts. Project Factsheets are a single page informational document which provides details of the project such as the work to be completed, the project schedule, and any other pertinent project information such as a 24-Hour Construction Hot line. Construction Alerts are "as-needed" documents informing the local community and general public whenever there is a phase change in the work type, schedule, and working hours. Both these tools are very effective in managing the public's perception of the project. We will also work to mitigate potential issues and complaints by enforcing the plans and specifications especially as they relate to working hours, traffic control, and other areas that could potentially impact the public.

**FEMA HMGF Funding**



The Plant 3A provides treated effluent to the District and Santa Margarita Water District (SMWD) service areas to meet recycled water demands. Unused recycled water is discharged to a land outfall pipeline, Effluent Transmission Main (ETM). In November 2009, a portion of the pipeline within the creek became exposed due to scouring of the creek bed. Subsequently, the District applied for and received \$1,796,276 in FEMA Hazard Mitigation Grant Program funds which will be administered through the California Governor's Office of emergency Services (Cal OES). The remaining funds needed for construction of the project will be divided between the District and SMWD.

Timely documentation to Cal OES is important in order to fulfill the HMGP requirements and for the District to receive payment through their Reimbursement Requests for Grant Expenditures for the FEMA-1968-DR-CA, Project # 00.2, FIPS #059-91033.

*Our Construction Manager, Luanne Bean, is very experienced with FEMA and the Hazard Mitigation Grant Program. During the DR 1577 and 1585 events covering 5 counties and 3 states, Ms. Bean authored 90 Project Worksheets for 18 different public agencies including Hazard Mitigation Grants funding a full 5% of the disaster for \$13.5M.*

Ms. Bean has subsequently worked as a consultant for other agencies assisting them with their FEMA and Cal OES funded grants including one single agency for \$46M for the DR 1952 event. Since the District is in the process of bidding the project, one item that may come up is a change in budget and/or a cost overrun. This is because FEMA funds on estimates and reimburses on actual project costs. The District must obtain FEMA's approval for any budget revisions which would reflect a change in the total funding per the requirements of 44 CFR 13.30. This is especially important to the District, since the original project was funded with a BCA of 2.18.

With Ms. Bean's in-depth knowledge of both FEMA and Cal OES, we believe she is the best fit for the District. She is aware of the need to follow FEMA's written scope of work contained in the Applicant's Obligation Report, and can assist the District should the scope, fee, or time period change from the approved Obligation Report. Ms. Bean can assist the District with issues that may arise, and while she is not the District's Authorized Agent, if necessary she can also assist the District with special Cal OES or FEMA paperwork or audit preparation.





### OCPW Flood Control District / County Coordination

The project is located within the jurisdictional boundaries of the OCPW Flood Control District and County. MWH has recently completed the Santa Ana River Interceptor Projects and worked with these agencies successfully for four years.

MWH will bring these important relationships and knowledge of operational procedures to facilitate inter-agency coordination, the project construction coordination and implementation and to maintain good communication at the field level until final acceptance of the project.

### Permitting Agency’s Review Team

MWH understands that the permitting agency has contracted with **Hatch Mott**



**MacDonald** to aid in the review of the Contractor’s submittals in addition to the District’s Engineer of Record.

*Our Construction Manager, Luanne Bean, is very familiar with the Hatch Mott MacDonald specifications and has a good working relationship with both Craig Camp and Stewart Warren for the Upper Narrows Pipeline Replacement Project.*

MWH has additionally worked with Hatch Mott MacDonald in the recent past on the OCPW Flood Control District’s Santa Ana River Interceptor Projects wherein MWH & Hatch Mott MacDonald developed a great working relationship and oversight team that lead to the successful installation of over 4,000 lineal feet of 102”-inch diameter micro tunnel.

### Submittal Review



Accurate submittals created by the contractor and timely review by the permitting agencies and the District’s Engineer of Record, Dudek, is key to the project’s success. Dudek in turn has subcontracted with GMU for review of certain submittals. The District’s Engineer of Record has a limited number of submittal reviews within their scope of work. While the specifications are quite clear on their requirements, the requirements are lengthy. For example Section 02441(1.06) has approximately five pages of submittal requirements. On past projects, we have seen full submittals to meet these lengthy requirements take 1,000 pages or more.

The District requires that our CM provide a general review of the submittals to determine if the submittals are complete, and return incomplete submittals to the Contractor for correction prior to forwarding them on to the District’s Engineer of Record and the permitting Agency’s reviewer, Hatch Mott MacDonald. We believe this methodology will provide for better submittals from the Contractor, and

quicker review by the District’s Engineer of Record and the permitting Agency’s reviewer which is key to a successful project. Additionally, we will inform the reviewer of the required submittal return date, follow up with the reviewers in advance of that return date, in order to provide timely return of submittals to the Contractor. MWH will utilize the EADOC system, a robust, web-based document management system to assist the CM in logging and managing both submittals and RFIs in this fashion.

The EADOC system was utilized on the OCPW Flood Control District’s Santa Ana River Interceptor Projects by all parties.

### Materials and Soils Testing



The District has elected to retain the Geotechnical Engineer of Record, GMU, to perform the materials and soils testing. MWH will work diligently with GMU to utilize these services wisely through proper scheduling in advance of the work. Even though they are not our subconsultant, we will take care to efficiently manage this resource on behalf of the District. Barring unforeseen circumstances, we expect that by staying on-top of the Contractor’s three week look ahead schedule, we should be able to accurately schedule these services within 24 to 48 hours. These services are required for the material testing of the entry and exit portal pre-treatment zones, soils compaction testing during backfilling operations, as well as concrete and asphalt testing amongst others.

### DBE Subconsultants and Environmental Mitigation Measures



MWH recognizes that the District wishes to provide Equal Opportunity and provide a non-discriminatory opportunity to Disadvantaged Business Enterprises (DBE). MWH will be contracting with PanGIS, a CA Certified DBE firm, for the implementation of the Environmental Mitigation Measures. The Project is located in southern Orange County within the immediate vicinity of San Juan Creek near Alipaz Street and Camino Capistrano. As per the Final Initial Study/Mitigated Negative Declaration (IS/MND) for the Project, the District is obligated to comply with the Mitigation Monitoring and Reporting Program outlined in Appendix D of the Construction Specifications and MM-BIO-1, MM-BIO-2, and MM-CUL-1 of the Mitigation Measures.

1. **Steelhead Trout (MM-BIO-1):** The Department of Fish and Game’s goals are to increase the natural production so that steelhead populations are self-sustaining (Salmon, Steelhead Trout and Anadromous Fisheries Program Act of 1988). In order to achieve





this goal, their strategy includes the protection of spawning and rearing areas including estuaries, as well as the restoration of



degraded habitat. Because the San Juan Creek is known for steelhead trout, the pre-construction surveys are a must in order to determine if any exist in the local estuaries which may be impacted by construction. For example, construction impacts could include frack out from micro tunneling, or wash out from the entrance and exit portals. Such events would place sufficient debris including fines within the San Juan Creek area which could choke out the native steelhead trout population. Because of this, we will provide the pre-construction survey of any estuaries present within the area, along with continued non-rain and rain event steelhead trout surveys. Should steelhead trout be found during spawning season, construction will be halted by our qualified biologist. Our subcontracted biologist is *approved by the National Marine Fisheries Services for worker training and biological monitoring for steelhead trout.*

2. **Worker Environmental Awareness Program (WEAP MM-CUL-1):** The purpose of the WEAP is to educate construction personnel about the existing on-site and surrounding area resources along with the required measures to protect these resources. With this information, construction personnel will be equipped to make the appropriate decisions in the field to satisfy and achieve compliance with the laws, ordinances, regulations, and standards. The WEAP will focus on Native American Cultural and Paleontological Resources and will highlight known or potentially occurring resources that may be encountered during construction. The area is heavily disturbed, but in excavating the entrance and exit portals for example, native undisturbed materials containing cultural or paleontological resources may be encountered. The WEAP program will explain the measures required to avoid impacts to such resources and the consequences of not complying with the protection measures.
3. **Nesting Bird Survey (MM-BIO-2):** The Federal Migratory Bird Treaty Act (16 USC §703-711.), 50 CFR 10, and Fish & Game Code §3503, §3513, and §3800, protect migratory and nongame birds, their occupied nests, and their eggs. The Federal Endangered Species Act of 1973 (16 USC §1531, §1543) and California Endangered Species Act (Fish & Game Code §2050-§2115.5) prohibit the take of listed species and protect occupied and unoccupied nests of threatened

and endangered bird species. The preconstruction nesting bird surveys are important to protect listed native and migratory birds and raptors within the construction footprint of this project. The construction footprint for this project is quite large, since it includes both sides of the San Juan Creek, the entry and exit portals, along with the construction route immediately adjacent to the portals. The survey area for active bird nests will include areas where vegetation removal and disturbance is necessary along with a buffer area within the construction zone. If active nests of a protected species are discovered within the project footprint or its adjacent buffer area, the nest will receive a protective buffer radius.

### Document Control



Managing each document to expedite responses to the contractor will require a proven document management system. While not required by the District, we believe that EADOC offers a readily accessible, easily manageable, on-line document management system for the project. Our team will use EADOC to provide document management control and reporting capabilities, enabling the District and other stakeholders to immediately access project files.

As there will be multiple off-site reviewers including the District's Engineer-of-Record as well as the County's reviewers, Hatch Mott MacDonald, we believe this is a great system to be able to send and receive large electronic files while maintaining easy access and tracking for the District and the CM. The EADOC system was utilized on the OCPW Flood Control District's Santa Ana River Interceptor Projects by all parties. By effectively using this documental control system we will:

- Reduce administrative costs.
- Manage the processing of RFIs, submittals, RFCs, design clarifications, emails, payment applications, shop drawings, change orders, contract documents, as-built documents, Notice-of-Completion and any other project documentation.
- Provide indexing, tracking, filing, distribution and retrieval of all contract records and documents.

### Cost Control

Cost control is an ongoing activity that must be conducted in a proactive manner. This includes reviewing potential change order items for entitlement, preparing a detailed owner's cost estimate, effective negotiations, timely resolution of issues, maintaining good documentation, being open to value engineering ideas proposed to the team, quick resolution of potential claims and thoroughly



inspecting the extra work, to get it right the first time. The MWH approach will provide fair but strict control of costs to keep the contractor motivated to complete the project on time.

**Schedule**

MWH is committed to completing all projects on-time and within budget. Being proactive with the contractor during the early phases of schedule development helps all parties understand the key issues that lead to a successful project.

In accordance with the provisions of the Contract Documents, the Contractor is responsible for the construction schedule. Our staff is well versed in monitoring and evaluating the Contractor’s Construction Schedule and the software including Microsoft Project and Primavera for electronic evaluation of the schedule. Electronic evaluation is very helpful, since hidden elements may be easily discovered, such as unacceptable lags and inappropriate predecessor and successors. This would enable us to evaluate the task and project float which is a key element in time related changes.

A clear critical path should be detailed by the Contractor with non-critical elements linked to the critical path. This is called Critical Path Methodology, or CPM. Non-critical elements may become critical, or provide a secondary critical path, should the Contractor’s schedule change. MWH will evaluate and then monitor the Contractor’s baseline construction schedule to determine if they are on-time, ahead of, or behind schedule by analyzing the Contractor’s critical path detailed within their schedule. In the event of any schedule deviations, MWH will notify the District of the schedule deviations, and determine what if any recommendations the Contractor has to realign the project’s required completion date if the project falls behind schedule on its critical path

**Managing Changes and Mitigating Claims**

During construction, unknown issues may arise that result in potential changes to the contract. MWH and the construction management team will represent and protect the interest of the District in these matters. With an experienced on-site staff and access to internal estimators and schedulers we will:

- Keep the District informed of any issue that might become a request for change or potential claim.
- Quickly review and resolve each issue to avoid additional delays and cost.
- Provide comparative estimates and schedule analysis.
- Analyze each claim on a project level to determine how it affects other components of the project.

**Construction Inspection and Specialty Inspection**



A thorough and effective quality assurance (QA) program ensures that the contractor is focused on meeting the quality requirements of the contract documents. MWH Inspectors follow the Total Quality Management (TQM) philosophy. MWH uses this proactive inspection and testing approach to motivate the contractor to do it right the first time and establishes an effective and professional working relationship with the contractor, at all levels, and facilitates the QA effort.

**Inspection/Special Inspection of the Project’s Critical Elements**



MWH will perform the daily inspection/Special Inspection and provide coordination with the District’s Geotechnical Engineer of Record for their services. Inspection and Special Inspection requirements for this project are outlined in the District’s Specifications. In addition to the normal construction requirements which include, for example, traffic control, excavation and shoring, ground pre-treatment, pipeline installation, and concrete placement, the specifications detail extensively the requirements for the specialized work relating to the micro tunneling activities. These include, for example, the requirements from Specification 02441(1.06) J Reports and Records.

MWH recently managed the micro tunneling operations on the OCPW Flood Control District’s Santa Ana River Interceptor Projects with Hatch Mott MacDonald as an additional inspection team member.

It is imperative that the computer recorded and manually produced data be accurately recorded and monitored on an hourly or daily basis as required by these specifications. Alertness to these requirements will provide early notification to our on-site staff and the Contractor should the MTBM begin to go off of line and grade, or low slurry return pressures reveal a potential frack out, for example. Early detection of problems will allow the Contractor to make the necessary corrections early mitigating unwanted impacts to the project.

**Quality Control**

Quality is obtained by establishing standards at the beginning of every type of work and then reviewing the work frequently to ensure the quality level is maintained. Ultimately, implementation of quality relies upon the commitment and motivation of the staff running the project.





Our program of quality assurance commences with preconstruction planning and detailing and ends with the intensive field monitoring responsibility, the objective being the production of a quality product the first time and delivering the product to the standards of the District.

This project will be no different in the fact that we work with our clients in developing a project-specific construction Quality Assurance/Quality Control (QA/QC) Plan and then implementing the plan with the selected subconsultants, contractors and subcontractors.

The QA/QC Plan provides a comprehensive plan for testing, inspection and compliance with all construction contract documents. We incorporate the QA/QC Plan for project construction into all of our construction management methods and implement the plan continuously throughout construction.

During the construction phase, our quality control methods will include:

- Reviewing the scope of work, details, and required quality with each subconsultant, contractor and subcontractor prior to actual start of work.
- Providing procedures, field-testing, coordination checks, and construction inspection activities for all project features, equipment and materials in accordance with the District's standards.
- Monitoring of installation, with quality concerns served in written form on a regular basis to the contract and discrepancies promptly corrected.
- Provide daily 'look-ahead' reviews of the plans and construction tasks to anticipate problems, mitigate delays and minimize rework.
- Coordinating and administering all required testing work performed by other District agents, as required and/or needed. We will keep records of all test inspections conducted, findings and test reports and advise the District of each condition.

### MWH's '3-Strikes' Inspection Practice

Should the contractor fail to comply with the specifications or construct work that is non-compliant, the MWH Inspector will first verbally notify the foreman or superintendent of the work deficiency and will allow the contractor 3-4 days to correct the deficient work. Should the contractor not correct the work in a timely manner, then a second written notice, an 'Advisory Notice,' will be issued by the Inspector with expectations that the work will be corrected within 48-hours.



Should the contractor fail to correct the deficient work, then the 3rd Strike or 'Non-Compliant Notice' will be issued to the contractor, with a work stoppage required immediately and discussions to be held by the contractor's project management team and the MWH management team to correct the work immediately. The District's project representative will be notified as well and may attend, or be required to attend, a special meeting to resolve the issue.

### Control of Deficient and Nonconforming Items

All work performed for this project will be inspected by MWH Inspectors. Any work, which is believed to be deficient, and which has not been brought into compliance with the contract requirements, procurement requirements and referenced quality standards, shall be identified and corrected. The following paragraphs describe the process for recording, tracking and correcting deficient work.

### Responsibilities

MWH Inspectors will be responsible for the identification and reporting of deficient or noncompliant work. However, other project stakeholders can also identify and report deficient or noncompliant work to MWH.

### Deficient Work

Work performed on the project that is determined not to be in accordance with contract requirements will be regarded as deficient. Deficient work may be caused by a variety of reasons including the use of improper materials, lines and grades of finished surfaces that are outside the limits established by specification, insufficient compaction of foundation subgrade material, or poor construction means and methods. Regardless of the cause of the deficient work, MWH team members are to document the deficient work on a 'Project Deficiency Report' form and on the 'Project Deficiency Log.' Copies of these forms record pertinent information regarding the deficient work.

After generating the Project Deficiency Report, the Inspector will upload the report to the project administration site, which will be sent to the contractor performing the work. The MWH Inspector will seek correction of the deficiency through direct communication with the contractor's superintendent and when the deficient work is corrected per contract specifications and codes. The appropriate documentation will be provided on the Project Deficiency Report and the report will be closed.

### Non-compliant Work and Corrective Actions

Deficient work, which is not corrected by the contractor to specified contract requirements, is considered to be non-



compliant work. Non-compliance is considered to be significant if the non-compliant item(s) could invalidate the results of the work at hand, affect the final quality of work, or be detrimental to the safety of personnel or the general public. The MWH Construction Manager is required to take appropriate measures to document the non-compliance and pursue appropriate corrective actions.

Preventative action measures will be taken by the MWH Inspector to reduce the likelihood of future deficient or non-compliant work. Preventative measures shall be developed based on understanding the root causes behind previous deficient or non-compliant work. Preventative measures will be developed that are suitable and appropriate to the gravity of the deficient or non-compliant work and will also be realistic and achievable. Instruction for preventative actions will be developed by the MWH Construction Manager and documented in the 'Lessons Learned' for the project.

After all required preventative actions are completed to the satisfaction of the MWH QA/QC team, the Lessons Learned form will be signed off and a 'Trend Log' will be updated.

**Labor Compliance for Federally Funded Project**

MWH will conduct Compliance Evaluations on the Construction Contractor to ensure labor compliance with the Federal Construction Contract Regulations. MWH will conduct the compliance evaluation to determine if the Contractor is maintaining nondiscriminatory hiring and employment practices, and whether or not affirmative action and Equal Employment Opportunity is exercised such that employees are placed, trained, promoted, and otherwise treated without regard to race, color, religion, sex, or national origin. A compliance evaluation may consist of the following investigative procedures:

1. **Certified Payroll Reports Uploaded to State:** The Contractor and each Subcontractor shall maintain payrolls and basic records (timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs) during the course of the work for all trades workers working on this project and electronically upload them to the State. MWH will verify that employees are paid unconditionally, and not less often than once each week, the full amounts, that are due and payable for the period covered by the particular payday. MWH will confirm that appropriate prevailing wage rates are being paid based on specific construction trades/crafts and by county.
2. **On-Site Employee Interviews:** In order to confirm the payment of prevailing wages for the appropriate work classification performed by workers on the project, MWH will review and follow-up on on-site employee

interviews. Employee interviews will be conducted by the Construction Observer on a monthly basis. Our Construction Observer will interview one representative from each trade (Operator, Laborer, Mason) for each sub/contractor out on the field. Any discrepancies will result in a more in-depth investigation to take place.

3. **Focused review:** Where deficiencies are found to exist, reasonable efforts shall be made to secure compliance through conciliation and persuasion. MWH will notify the Contractor of any discrepancies, in writing, and will copy the City to inform the City of any issues that need to be corrected. In the event the Contractor or its Subcontractors fails to correct all violations, if any. MWH will proceed with the appropriate course of action such that these violations are resolved.
4. **Worker Complaints:** Worker complaints of underpayment of prevailing wage rates or violation of EEO policies will be investigated by MWH. Employees will be informed that the filing of the complaint is confidential. Major components and tasks related to investigating worker complaints will be: reviewing EEO policies and training programs, and verifying the location of posters on-site; gathering supporting documents from all available sources to analyze for authenticity; conducting a complete CPR and/or project audit; and reviewing CPRs for errors, inconsistencies, discrepancies, falsification, misclassification, under-reporting and any other omissions that render the records inaccurate where needed by comparing the inspector of records' daily log with all available records.
5. **Audit of Certified Payroll Reports:** MWH will conduct audits to determine whether all trades workers on project sites have been paid according to the prevailing wage rates. Certified Payroll Reports, once furnished by the Contractor, shall be reviewed as promptly as practicable after receipt. A review of payroll reports consists of ensuring that all appropriate data have been provided; certification forms have been signed; correct prevailing wage rates have been reported as paid for each labor classification; and confirmation of payment. Independent sources of information that confirm that payments were made to the worker include: employee interviews, worker's paycheck stubs, copies of bank certified cancelled checks, payroll registers, and/or Employer Payments trust fund accounting records.



**#5.**

**EXHIBIT B**

LIST OF SUBCONSULTANTS

PanGIS, Inc.  
2038 Corte Del Nogal, Suite 110  
Carlsbad, CA 92011



**EXHIBIT C**  
BREAKDOWN OF FEES



**E. BUDGET**

Moulton Niguel Water District   San Juan Creek 30-inch ETM Replacement   Project No. 2009.115													
MWH Fee Table													
Task	Duration	Start	Finish	Rate	Total Hours	Construction Manager	Paul Allison, CWI, Inspector/Special Inspector	TBD Special Inspector / MT Operator Oversight	Rosi Dagit CDFG/NMFS, Steelhead Trout Biologist	Travis Cooper, B.S., Nesting Bird Biologist	Isabel Cordova, M.A., RPA, Native American Cultural/Archaeologist	ODC's	Fee
						Luanne Bean, P.E.							
<b>MWH's CMS Services</b>													
A.1 Review of Contract Docs	192 days	Mon 1/18/16	Fri 10/14/16										
A.2 Preconstruction Meeting	5 days	Tue 1/19/16	Mon 1/25/16	48	24							\$ 326.13	\$ 6,974.13
A.3 Contract Administration and Management	1 day	Fri 1/22/16	Fri 1/22/16	16	8							\$ 108.71	\$ 2,324.71
A.4 Labor Compliance For Federally Funded Project	192 days	Mon 1/18/16	Fri 10/14/16	383	383							\$ 2,602.26	\$ 60,052.26
A.5 Environmental Mitigation Measures	172 days	Mon 2/15/16	Fri 10/14/16	120	80							\$ 815.33	\$ 17,895.33
Focused Preconstruction Survey No. 1 Steelhead Trout	178 days	Wed 2/3/16	Wed 10/12/16										
Monitoring Surveys Precipitation/Non-Precipitation	1 day	Wed 4/13/16	Wed 4/13/16	8					8			\$ 637.36	\$ 1,583.36
Steelhead Trout Report	1 day	Wed 4/20/16	Wed 4/20/16	8					8			\$ 637.36	\$ 1,583.36
Pre-Construction Nesting Bird Survey	35 days	Mon 6/27/16	Mon 8/15/16	280					280			\$ 8,332.74	\$ 41,442.74
WEAP Native American Trainings	1 day	Wed 4/13/16	Wed 4/13/16	26					26			\$ 176.66	\$ 3,251.16
A.6 Bi-Weekly Jobsite Meetings	1 day	Thu 4/14/16	Thu 4/14/16	8					8			\$ 136.86	\$ 1,148.86
A.7 Partial Payment Requests	178 days	Wed 2/3/16	Wed 10/12/16	80								\$ 103.86	\$ 975.06
A.8 Document Control	150 days	Mon 2/22/16	Wed 9/21/16	80	40							\$ 543.55	\$ 11,623.55
A.9 Construction Inspection and Specialty Inspection	192 days	Mon 1/18/16	Fri 10/14/16	80	16							\$ 543.55	\$ 11,071.55
A.9.1 Specialty Inspection of MT Operator Oversight	123 days	Fri 4/22/16	Fri 10/14/16	120	40							\$ 815.33	\$ 16,975.33
A.10 Maintenance of As-Built Drawings	123 days	Fri 4/22/16	Fri 10/14/16	736								\$ 5,000.70	\$ 98,472.70
A.11 Project Closeout	123 days	Fri 4/22/16	Fri 10/14/16	120								\$ 2,126.00	\$ 18,326.00
	5 days	Fri 10/7/16	Thu 10/13/16	40								\$ 271.78	\$ 5,351.78
	5 days	Fri 10/7/16	Thu 10/13/16	48	24							\$ 326.13	\$ 6,974.13
			Subtotals	2009	615		1056		322	8		\$ 23,504.30	\$ 306,026.00
												Total Fee	\$ 306,026.00

**EXHIBIT D**  
**SCHEDULE OF RATES**

## RATE SCHEDULE

Rate Schedule : Moulton Niguel Water District - San Juan Creek Replacement Project <sup>1</sup>		
Title / Role	Time <sup>2</sup>	Hourly Rates
Principle In Charge	Straight	\$ 225.00
Senior Construction Manager	Straight	\$ 185.00
Construction Manager	Straight	\$ 150.00
Resident Engineers	Straight	\$ 135.00 - \$ 175.00
Project & Field Engineers	Straight	\$ 110.00 - \$ 135.00
Scheduler / Estimator	Straight	\$ 115.00 - \$ 160.00
Construction Inspector, ICC Certified	Straight	\$ 120-145.00
Construction Inspector	Straight	\$ 120-145.00
Document Management Specialist	Straight	\$ 85.00
Administrative Assistant	Straight	\$ 65.00
Subconsultants	Straight	Cost + 10%
Steelhead Trout Biologist	Straight	\$ 118.25
Nesting Bird Biologist	Straight	\$ 126.50
Native American Cultural Archaeologist	Straight	\$ 108.90

1 This Rate Schedule is included as part of MWH's proposal for use in invoicing for progress payments and for extra work.

2 Overtime Rates will be billed at 1.25 x straight for overtime hours from 8 to 12 hours. Overtime Rates will be billed at 1.5 x Straight time for hours from 12 hours on in order to comply with California Prevailing Wage Laws and provide employee overtime pay.

### Standard Clarifications

#### General

This Rate Schedule is based on the construction and professional scope provided in the Request for Proposals. The final contract budget will be based on the project assignment and the above rates.

#### Prevailing Wage

All Prevailing Wage requirements will be followed by the team. All team members are in conformance with the State of California Labor compliance requirements.

#### Rates – Standard Inclusions

Rates above include vehicle mileage, computers, standard computer software, digital cameras, digital video cameras, standard cell phones and standard cell phone service including text capability, mail, general office supplies, technical reference materials, training and personal protective equipment (PPE) including hard hats, safety boots, work gloves, safety glasses and other PPE as required.

#### Rates – Standard Exclusions

Items excluded from the rates are printers/copiers/scanners, paper for any and all reproduction, prints, plotting and record mapping copies, broadband service, broadband/high speed connections, delivery service, facsimile transmission, trailer rental costs, installation of utilities, cost of utilities, cost of sanitary services, janitorial, furniture, travel and per diem outside the service area for in-plant fabrication inspection.

Travel costs outside the service area will be determined after receiving prior approval from the MNWD. Reimbursement costs will be included as 'Outside Direct Costs'. Services such as cost estimating, forensic scheduling and supplemental inspection not requested in the RFP are NOT included or priced herein. The District shall provide a document management control system for personnel use.



# Moulton Niguel Water District

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** November 16, 2015

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

**SUBJECT:** Effluent Transmission Main (ETM) Replacement  
Engineering Services Amendment

**DIVISION:** 1, 2, 3

### SUMMARY:

Issue: Board action is required to execute an amendment to Dudek’s engineering services agreement for the 30-inch ETM Replacement at San Juan Creek, Project No. 2009.115.

Recommendation: It is recommended that the Board of Directors approve Amendment No. 2 to the Professional Services Agreement with Dudek for a not-to-exceed fee of \$67,425 for a total contract value not-to-exceed \$269,166; authorize the General Manager to execute Amendment No. 2 to the Professional Services Agreement; and authorize the General Manager or designee to approve amendments up to 10% of the value of the amendment.

Fiscal Impact: Project No. 2009.115 is budgeted in Fund 7, Replacement and Refurbishment with a current project budget of \$3,600,000. The proposed budget for the project is \$4,226,054. The additional \$626,054 will be covered by savings in other projects. A grant in the amount of \$1,796,276 through the Federal Emergency Management Agency was obtained and will reimburse the District for costs up to that amount. The remaining costs will be split evenly between MNWD and SMWD, each paying \$1,214,889.

### BACKGROUND:

Plant 3A provides wastewater treatment to Moulton Niguel Water District (MNWD) and Santa Margarita Water District (SMWD) service areas. The treated effluent that is not used as recycled water is discharged to a land outfall pipeline, the Effluent Transmission Main (ETM). The last reach of the ETM is located along the west bank of San Juan Creek, approximately 1,000 feet downstream of the confluence of

## #6.

### ETM Replacement Engineering Services Amendment

November 16, 2015

Page 2 of 3

Trabuco and San Juan Creeks. MNWD and SMWD are co-owners of the ETM, and by agreement, MNWD is responsible for operation of the pipeline. Costs for this facility are allocated 50 percent to MNWD and 50 percent to SMWD.

In November 2009, the 30-inch diameter ETM siphon in San Juan Creek was found to be exposed due to creek scouring. MNWD hired a contractor to construct emergency protection measures and proceeded to evaluate long-term options. MNWD developed a project to install a new pipe casing and replacement pipe under San Juan Creek that meets the requirements of the permitting agencies and would not be impacted by future creek bed scouring.

In October 2012, the Board awarded a contract to Dudek to prepare CEQA and construction documents and obtain all necessary permits for the ETM replacement. The scope of work also included bid phase services and construction phase support. In December 2013, the Board awarded Amendment No. 1 to Dudek to assist with services related to FEMA funding.

#### **DISCUSSION:**

Dudek's original October 2012 contract fee estimate was based on completing final design in May 2013 and completing all services by November 2013. Due to the challenges and delays associated with securing the FEMA grant and obtaining the encroachment permit from the County of Orange, Dudek's contract was extended to continue support services to the District. The continuing services provided by Dudek were both necessary and instrumental in maintaining the FEMA grant and obtaining the encroachment permit from the County of Orange. These services included attendance at numerous meetings, preparation of technical explanations to permitting agencies and the County's microtunneling consultant, multiple revisions to construction documents, additional reproducibles, outreach support services, and increased bid phase support services.

As Engineer-of-Record for the project, Dudek will be required to continue to provide services through October 2016. Remaining services include: submittal review, RFI review, technical support and assistance, preparation of record drawings, and attendance at meetings. Staff has reviewed Dudek's request for contract amendment and determined that the anticipated level of effort is appropriate.

ETM Replacement Engineering Services Amendment

November 16, 2015

Page 3 of 3

SUMMARY OF PROJECT BUDGET:

	<b>Project Budget*</b>	<b>Proposed / Approved Contract</b>	<b>Proposed / Authorized Contingency</b>	<b>Total Proposed / Authorized Amount</b>
<b>Project Items</b>				
Interim Protection Measures	\$91,650	\$91,650	\$0	\$91,650
CEQA/Design	\$201,741	\$201,741	\$0	\$201,741
Construction Engineering	\$67,425	\$67,425	\$6,743	\$74,168
Construction Management	\$306,026	\$306,026	\$30,603	\$336,629
Construction Geotechnical	\$36,880	\$36,880	\$3,688	\$40,568
Construction Contract	\$2,771,278	\$3,051,180	\$305,118	\$3,356,298
Legal, Permits, District Labor	\$125,000	\$125,000	\$0	\$125,000
<b>Totals</b>	<b>\$3,600,000</b>	<b>\$3,879,902</b>	<b>\$346,152</b>	<b>\$4,226,054</b>

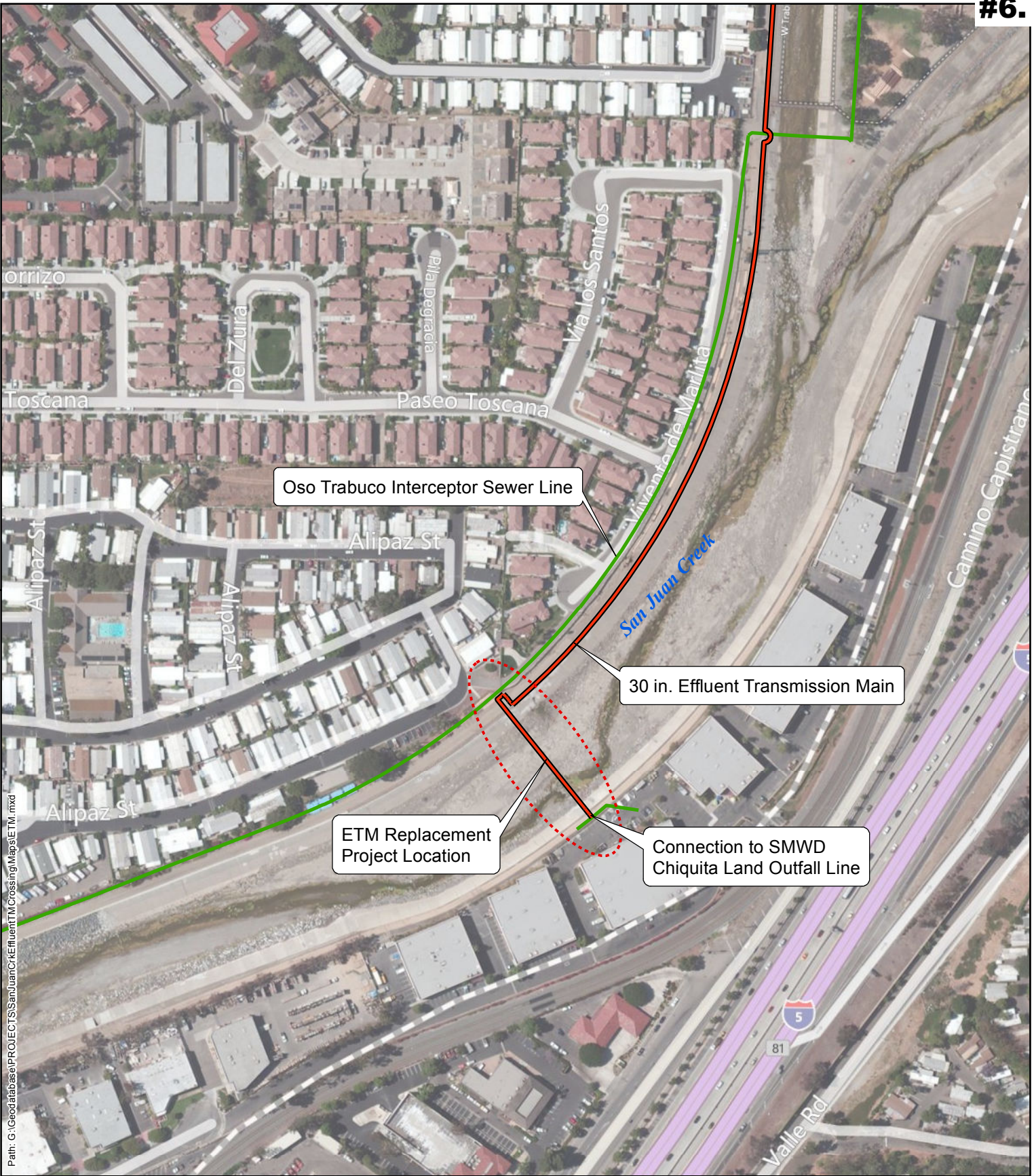
\* \$331,804 has been expended to date; received reimbursement from SMWD in the amount of \$48,071

 Currently Proposed Amount

- Attachments:
1. Exhibit A – Location Map
  2. Proposed Contract Amendment No. 2
  3. Original Contract
  4. Contract Amendment No. 1

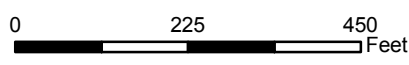






Path: G:\Geodatabase\PROJECTS\SanJuanCreek\FluentTMCrossing\Map\ETM.mxd

- Effluent Transmission Main
- Sewer Main
- ⋯ Project Area



Scale -45-,000

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



**AMENDMENT NO. 2 TO AGREEMENT FOR CONSULTING SERVICES  
BETWEEN MOULTON NIGUEL WATER DISTRICT AND DUDEK  
MNWD PROJECT: 30-INCH ETM REPLACEMENT AT SAN JUAN CREEK  
CONTRACT NO. 2009.115**

This Amendment No. 2 is entered into and effective as of \_\_\_\_\_, 2015, amending the Consulting Services Agreement, dated October 29, 2012, as amended (the "Agreement") by and between Moulton Niguel Water District, a California Water District ("MNWD"), and DUDEK, ("Consultant") (collectively, the "Parties") for consulting services for Project No. 2009.115.

**RECITALS**

- A. WHEREAS, on February 4, 2014, the Parties executed Amendment No. 1 to extend the services through December 31, 2014, for a total Agreement amount of \$201,741; and
- B. WHEREAS, the Parties desire to alter the Agreement's scope of work to include construction support services; and
- C. WHEREAS, the Parties desire to extend the Agreement until December 31, 2016.
- D. WHEREAS, the Parties have negotiated and agreed to a supplemental scope of work and fee schedule, which is attached to and incorporated herein by this reference, as Exhibit "A", Scope of Services and Fee.

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

1. In addition to those services contained in the Agreement, as may have been amended from time to time, Consultant will provide those services described in Exhibit "A". With this Amendment, the total Agreement amount shall not exceed Two Hundred Sixty-Nine Thousand One Hundred Sixty-Six Dollars (\$269,166).

2. MNWD will pay Consultant for all work associated with those services described in Exhibit "A" on a time and materials basis not-to-exceed Sixty-Seven Thousand Four Hundred Twenty-Five Dollars (\$67,425). Consultant will provide MNWD, on a monthly basis, copies of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by MNWD.

3. Consultant will complete all work described in Exhibit "A" by December 31, 2016.

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

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

:::

**#6.**

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

DUDEK

MOULTON NIGUEL WATER DISTRICT,  
a California Water District

By:

By:

\_\_\_\_\_  
(sign here)

\_\_\_\_\_  
Joone Lopez  
General Manager

\_\_\_\_\_  
(print name/title)

EXHIBIT "A"

SCOPE OF SERVICES AND FEE



October 14, 2015

7580

Mr. Rodney Woods  
Project Manager  
Moulton Niguel Water District  
26161 Gordon Road  
Laguna Hills, California 92653

**Re: San Juan Creek 30-Inch ETM Replacement – Proposal for Construction Support Services**

Dear Mr. Woods:

We are pleased to submit this proposal in response to the District's request for assistance with construction support services associated with the above referenced project.

The following proposal includes support services Dudek will provide during the bidding and bid review stage, preliminary construction and submittal review, requests for information, site visits, and preparation of the final record drawings.

As with all construction support related services, the level of effort necessary to support the project is highly dependent contractor knowledge and experience. The following scope and labor hour table is provided as an estimate, with the understanding that all Dudek effort will be on an as-needed as-requested basis, with a not to exceed budget as established within this proposal.

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

## PROPOSED SCOPE OF WORK

### Task 1 – Bid Phase Support:

1. Assist with preparation of the pre-bid meeting agenda, attend the pre-bid meeting, and support the District in fielding contractor questions, both verbally and written.
2. Prepare one (1) addendum to the contract documents.
3. Provide a brief review of contractor bids, including references and qualifications and provide a recommendation for award.

### Task 2 – Pre-Construction Support:

1. Attend the pre-construction meeting.
2. Provide design CAD files to the contractor's surveyor for field staking.
3. Provide review and recommendations for up to forty five (45) submittals or resubmittals required for Dudek review. Per the County of Orange plan check comments, Dudek's geotechnical subconsultant, GMU, will review contractor's submittals for shoring and dewatering. Dudek will maintain a tracking log of reviewed submittals. All correspondence will be electronic. Dudek will return submittals within two-weeks of receipt from the District.
4. Dudek's geotechnical subconsultant, GMU, will provide final review of plans and specifications to verify that they comply with the geotechnical recommendations and respond to regulatory agency plan check comments, as needed.

**Task 3 and 4 – Requests for Information and Meetings:**

1. Throughout the construction phase, Dudek will provide responses to requests for information, as requested by the District. Up to twenty (20) RFI’s are anticipated for the project.
2. Dudek will attend up to six (6) on-site meetings with the District and Contractor to observe and make recommendations as requested throughout the project.

**Task 5 – Record Drawings:**

1. Dudek will prepare as-built/record drawings that reflect the final installed infrastructure. Preparation of record drawings will be based on submittal of contractor- (and/or CM-) created redline markups of the original design plans. Submittal of final record drawings will be wet signed mylar and/or an electronic scan of the final signed record drawings in PDF format.

**PROPOSED FEE TABLE**

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

Project Team Role: Team Member:	Labor Hours and Rates				Subconsultant	TOTAL HOURS	OTHER DIRECT COSTS	TOTAL ESTIMATED FEE
	Project Manager Bergholz	Engineer Combs	CAD/GIS King/Panno	Admin Bristow	Geotech Engineering (GMU)			
	Billable Rate :	\$195	\$190	\$125	\$80			
<b>Contract Amendment #2 - Construction Support Services</b>								
1	Bid Phase Support	8	16			24	\$ 100	\$ 4,700
2	Submittal Review (Est. at 45)	40	140		\$ 4,125	180	\$ 100	\$ 38,625
3	Requests for Information (Est. at 20)	20	40			60		\$ 11,500
4	On-site Meetings (Est at 6)	12	24			36	\$ 300	\$ 7,200
5	Record Drawings	4	8	24		36	\$ 100	\$ 5,400
	<b>Subtotal CAA #2</b>	<b>84</b>	<b>228</b>	<b>24</b>	<b>\$ 4,125</b>	<b>336</b>	<b>\$ 600</b>	<b>\$ 67,425</b>
	<b>Total Hours and Fee</b>	<b>84</b>	<b>228</b>	<b>24</b>	<b>\$ 4,125</b>	<b>336</b>	<b>\$ 600</b>	<b>\$ 67,425</b>

The total estimated not-to exceed fee for base scope of work tasks 1 through 5 is \$67,425, per the above fee estimate table. Please note that many tasks included in this scope of services are as-needed in nature and were budgeted using assumed quantities based on our experience with similar projects. The actual level of effort will be as requested by the District and Construction Manager and as-needed to address submittals, environmental compliance, geotechnical testing, and issues that may arise during construction.

**CLOSING**

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

Respectfully,

Dudek

Russ Bergholz, PE  
Senior Project Manager

cc: Steve Deering, PE, Principal





**AGREEMENT FOR CONSULTING SERVICES BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND DUDEK  
ENGINEERING AND ENVIRONMENTAL**

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

THIS AGREEMENT (the "Agreement") is dated as of October 29, 12, by and between **DUDEK**, hereinafter referred to as the "CONSULTANT" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of CONSULTING services to MNWD by CONSULTANT. MNWD and CONSULTANT may sometimes be referred to in this Agreement individually as "party" and together as "parties."

**RECITALS**

CONSULTANT proposes to provide services to MNWD in connection with the Consulting services for the **30-INCH ETM REPLACEMENT AT SAN JUAN CREEK** (the "Project"). The scope of work to be performed by CONSULTANT under this Agreement is described in **Exhibit A** hereto, which is incorporated herein (the "Scope of Work").

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

**AGREEMENT**

**SECTION I - CONSULTING SERVICES, AUTHORIZATION**

**Section 1.1** CONSULTANT proposes to perform those services which are described in the Scope of Work. MNWD may request or CONSULTANT may recommend, that CONSULTANT 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, CONSULTANT shall provide a cost estimate and written description of the additional or changed work. Prior to any such addition, changes, or deletion to the Scope of Work, MNWD and CONSULTANT 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** CONSULTANT agrees to complete the design work described in the Scope of Work no later than **JUNE 30, 2014**. CONSULTANT 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.

CONSULTANT agrees to coordinate the work to ensure its timely completion and shall promptly notify MNWD of any anticipated delays or causes or casualties beyond CONSULTANT'S control which may affect the work schedule. In the event the time for completing the Scope of Work is

## #6.

projected to be exceeded due to circumstances beyond the control of CONSULTANT, CONSULTANT 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. CONSULTANT shall not begin work on any services pursuant to this Agreement until receipt of MNWD'S written direction to proceed. Upon receipt of such notice, CONSULTANT shall immediately commence the work described in Exhibit A.

Section 1.3 CONSULTANT, who shall be the Principal in Charge of work, is BOB OHLUND.

As part of the Project, CONSULTANT intends to subcontract certain services for the Project. Separate subcontracts may be entered into between CONSULTANT and the subconsultants listed in Exhibit B hereto. Any additional subconsultants CONSULTANT proposes to use are subject to prior written approval by MNWD.

Without prior written approval of MNWD, CONSULTANT will not make any changes in CONSULTANT'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. CONSULTANT is responsible to MNWD for the acts and omissions of its subcontractors as it is for persons directly employed by CONSULTANT. Nothing contained in this Agreement creates any contractual relationship between any subconsultant/subcontractor and MNWD. CONSULTANT shall not allow any subconsultant/subcontractor to commence work or services under any subcontract until all insurance required of CONSULTANT has been obtained for the subconsultant/subcontractor.

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

CONSULTANT will furnish to MNWD the agreed upon number of reports and supporting documents.

These instruments of service are furnished for MNWD's use in connection with the project or work provided for in this Agreement and shall become MNWD's property upon receipt. All documents and information generated by CONSULTANT and any of CONSULTANT'S subcontractors pursuant to this Agreement shall remain confidential and shall not be copied, distributed, or otherwise provided or referenced by CONSULTANT or CONSULTANT'S subcontractors to any third parties other than with MNWD's written consent, or as compelled by order of court.

All original drawings and other documents, including detailed calculations developed for the Project shall, upon payment in full for the services described in this Agreement or as otherwise provided in SECTION V herein, be furnished to and become the property of MNWD.

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

## **SECTION II - CONSULTING FEES**

**Section 2.1** In consideration for providing the CONSULTING services referred to in SECTION I herein, MNWD agrees to compensate CONSULTANT on an hourly rate basis, with a not-to-exceed maximum amount of **ONE HUNDRED EIGHTY TWO THOUSAND ONE HUNDRED FORTY ONE Dollars (\$182,141)** (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 C** 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 herein 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 D** attached hereto and incorporated herein sets forth the current billing rates of CONSULTANT.

**Section 2.3** Reasonable direct costs shall include those costs as described in the Scope of Work and listed in **Exhibit C**.

**Section 2.4** Monthly progress payments will be made based on submittal of invoices by CONSULTANT. 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 CONSULTANT, showing invoices for CONSULTANT and each subconsultant utilized during the monthly billing period.

## **SECTION III - WARRANTY/DISCLAIMER**

**Section 3.1** CONSULTANT is employed to render CONSULTING services pursuant to this Agreement only, and any payments made to CONSULTANT are compensation solely for such services as it may render and recommendations it may make in carrying out the work. CONSULTANT 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 CONSULTING practices and principles.

**Section 3.2** CONSULTANT will provide any construction or operation and maintenance cost opinions based on exercise of his experience and judgment in applying presently available cost data, but it is recognized that CONSULTANT has no control over cost of labor and materials, or over competitive bidding proceedings and market conditions, so that it cannot warrant that construction or capital costs will not vary from such costs estimates.

**Section 3.3** In performing services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

**Section 3.4** If the Project results in construction of any kind, the parties agree MNWD and CONSULTANT shall be indemnified by the contractor for all claims, damages, losses and expenses arising out of or resulting from the contractor's performance of work including injury to any worker on the job site except for the negligence of MNWD or CONSULTANT, such indemnity to be in accordance with MNWD's construction documents. MNWD and CONSULTANT shall be named as additional primary insured(s) by contractor's General Liability Insurance policies without offset and all construction documents and insurance certificates shall include wording to such

## #6.

effect.

CONSULTANT and MNWD shall not be responsible for the means, methods, techniques, sequences, or procedure of construction selected by contractors or the safety precautions and programs incident to the work of contractor and will not be responsible for a contractor's failure to carry out work in accordance with contract documents.

The services to be performed by CONSULTANT are intended solely for the benefit of MNWD. Nothing contained herein shall confer any rights upon or create any duties on the part of CONSULTANT 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 IV - INSURANCE AND INDEMNIFICATION**

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

- (a) The retroactive date of the policy must be shown and must be before the dated 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 hereunder.
- (c) If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of **three (3)** years after completion of the services. MNWD shall have the right to exercise at the CONSULTANT'S cost any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
- (d) A copy of the claims reporting requirements must be submitted to MNWD prior to the commencement of any work under this Agreement.

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

All insurance provided under this Section 4.2 shall name MNWD and its' directors, officers, employees and representatives as additional insureds under each such policy ("additional

insureds”) and an additional insured endorsement shall be provided in form acceptable to MNWD.

Section 4.3 Worker's Compensation. By its signature hereunder, CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT and 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 IV 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. CONSULTANT shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

In the case of additional insured provisions, any insurance afforded the additional insureds by this Agreement is primary insurance as to the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be excess of the CONSULTANT'S (and its 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 CONSULTANT shall provide a financial guarantee satisfactory to MNWD guaranteeing payment of losses and related investigations, claim administration and defense expenses. Maintenance of insurance coverage as specified in this Agreement is a material term of this Agreement, and any failure to maintain or renew coverage, or to provide evidence thereof, as required by the terms is a material breach of this Agreement.

Section 4.5 Indemnity.

CONSULTANT shall hold harmless and indemnify, including the cost to defend, MNWD and its' directors, officers, employees and representatives from liability, claims, damages, demands, actions, attorney's fees, costs and expenses (i) for personal injury, bodily injury or property damage that arise out of, pertain to, or relate to the operations and work of the CONSULTANT and its sub-consultants/subcontractors under this Agreement (other than professional services), and (ii) that arise out of, pertain to, or relate to CONSULTANT'S or its sub-consultant's/ subcontractor'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.

CONSULTANT shall defend itself and MNWD and its' directors, officers, employees and

## #6.

representatives against any and all liabilities, claims, losses, damages, actions, attorney's fees, costs and expenses (i) for personal injury, bodily injury or property damage that arise out of, pertain to, or relate to CONSULTANT'S or its sub-consultant's/ subcontractor's operations and work under this Agreement (other than professional services), and (ii) that arise out of, pertain to, or relate to CONSULTANT'S or its sub-consultant's/ subcontractor'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 foregoing provisions of this Section are intended to be, and shall be interpreted in a manner that is, consistent with Civil Code Section 2782.8 as it exists as of the dated date of this Agreement. The CONSULTANT'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by CONSULTANT hereunder.

### **SECTION V - TERMINATION OR ABANDONMENT**

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

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

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

### **SECTION VI - GENERAL**

Section 6.1 CONSULTANT represents that it is aware of no facts or circumstances which would impair its ability to provide fair and unbiased advice to MNWD in the course of performing the CONSULTING services hereunder, or which would impact its objectivity in performing such services hereunder.

Section 6.2 This Agreement represents the entire understanding of MNWD and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the parties. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it.

Section 6.3 Any notice required or permitted to be given hereunder if not otherwise specified herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service a hand delivery, and addressed to:

To MNWD - Attn: Matt Collings, Director of Engineering and Operations  
Moulton Niguel Water District  
27500 La Paz Road  
Laguna Niguel, CA 92677-3489

To CONSULTANT - Attn: Bob Ohlund, Vice President  
Dudek  
31878 Camino Capistrano #200  
San Juan Capistrano, CA 92675

Section 6.4 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 6.5 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 6.6 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 CONSULTANT is an independent contractor and not an employee of MNWD while engaged in carrying out this Agreement. CONSULTANT warrants that it will not represent, at any time or in any manner, that CONSULTANT is an employee or agent of MNWD. CONSULTANT shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD.

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

Section 6.8 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 CONSULTANT without prior written consent of MNWD.

Section 6.9 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 on this 29<sup>th</sup> day of October 2012

Moulton Niguel Water District

By:   
Joane Lopez  
General Manager

Dudek Engineering and Environmental

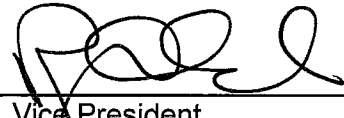
By:   
Vice President  
ROBERT J. OITLUND  
DUDEK

EXHIBIT A  
SCOPE OF WORK

## I SCOPE OF WORK

### I.1.1 PROJECT ADMINISTRATION/MANAGEMENT

Dudek's project manager and project engineer will prepare a work plan and will be responsible for leading and implementing scope of work assignments in accordance with the project budget and schedule.

**Project Kickoff and Progress Meetings.** The project kick-off meeting is a key component of all Dudek projects. We will use this meeting to begin the communication process with the District, as well as to define the project work plan, schedule, budget and other project parameters. Our project manager and other appropriate team members will also participate in project design-review meetings after each submittal with preparation of meeting agendas and minutes. A combination of design review and/or project management meetings will be held monthly to report to District staff on progress versus the project schedule, to discuss potential project challenges, and to address any pressing project issues. Up to four (4) meetings will be held at the District, with the remainder of monthly meetings being held via conference call.

**Earned-Value Project Schedule and Budget Tracking.** Budget tracking systems must be utilized to properly manage the development of a project through various phases of work. Dudek creates a resource loaded budget and schedule tracking system at the beginning of each project. The system includes each sub-task of the scope work, specific Dudek team allocations for each task, and a time period for conducting and completing each task.

**Quality Control and Quality Assurance.** Our Project Manager will also be responsible with Quality Assurance and monitoring the completion of quality control reviews. The quality control review for specific project elements will be delegated to senior staff with expertise in those elements. Additionally, the QC reviewer and Project Manager will collaborate on interdisciplinary reviews, checking of actual field conditions, project calculation reviews, cost opinions, deliverable review, permit requirements, and responses to MNWD comments.

### I.1.2 PRELIMINARY DESIGN MEMORANDUM

The preliminary design memorandum task will include the following:

- **Plan Review.** Gather and review studies, maps and as-built plans pertaining to the project and contact outside agencies of jurisdiction including but not limited to: the City of San Juan Capistrano, the County of Orange, the San Diego Regional Water Control Board, utility companies, the CDFG, the US ACOE, and the NOAA/NMFS to obtain other records, studies, plans and other information required for successful completion of the project. Dudek will also review the Orange County Flood on-going project construction plans for sheet pile improvements along the bank of San Juan Creek.
- **Site Investigation.** Identify alternative pipeline alignments and associated trenchless construction method considering access, work area requirements, easement requirements, sheet pile mitigation, connections, and public impacts. All alternatives shall maintain current system hydraulics, including the functionality of the inverted siphon. An existing utility search will be conducted to collect dry and wet utilities within the project area.
- **Hydraulics and Sediment Transport Analysis.** Dudek will review the previous sediment transport and scour analysis, and determine if substantive changes have occurred to the calculated creek hydrology and hydraulics. This will be completed through careful coordination with County of Orange. Additional assessments will be made of the present channel configuration to ensure that it is substantially similar to the configuration at the time of the previous analysis. It is presently believed that no significant changes have occurred to alter the design scour depth of the creek at the project location. If, however, any major deviations are observed, Dudek will immediately document these changes and present them to the District to discuss additional analysis to update the scour design depth of the pipeline. Any required additional analysis will be performed as additional services and will follow current OCDPW standards and previous studies.

- **Surveying.** Perform a ground topographic survey in the area near the existing EMT crossing to document property lines, existing easements, existing above ground utilities, access routes, and physical limitations. Survey measurements of the channel bottom will be taken at 3 cross section locations upstream and 3 locations downstream of the proposed pipeline to evaluate changes to the channel configuration for hydraulic and sediment transport analysis. In the process of site investigation, locating the new crossing farther away from the existing EMT may be considered, which may alter the proposed survey scope of work.
- **Base Map.** Prepare construction base mapping at 1"=20' with 1-foot contours, property boundaries, existing utilities plotted from field locations and utility maps, and existing easements.
- **Geotechnical Review.** Existing geotechnical reports will be reviewed at this preliminary stage to confirm the anticipated subsurface conditions to support the use of pipe-jacking (or other trenchless) methods. Identification of additional geotechnical work necessary to support the final design will be prepared, including dewatering requirements.
- **Evaluate Alternatives.** Develop exhibits for each alignment alternative to be evaluated (up to four alternatives are anticipated). Provide an evaluation of each alternative based on criteria established by Dudek and the District, preliminarily including constructability, risk, public acceptance, reliability, agency coordination, and cost. Provide a recommendation for alignment.
- **Preliminary Drawings.** Using the project base map, a preliminary plan and profile sheet will be prepared. A planning level construction cost estimate will be prepared.
- **Draft Technical Report.** Summarize research and recommendations in a draft technical report for MNWD review. Include summary of above items of work, alternative analysis and selection, design criteria, material selections, and preliminary engineer's estimate of probable construction cost.
- **Final Technical Report.** Coordinate review meeting, discuss comments and questions, and prepare final technical report.

### 1.1.3 GEOTECHNICAL EVALUATION

Since Dudek's subconsultant, GMU, has already performed work on the project, including subsurface exploration, laboratory testing, and analysis of the subsurface geotechnical conditions, many of the items in the RFP have already been performed. The scope of the remaining geotechnical work to be performed is summarized below.

- **Field Exploration.** Already performed and consisted of the drilling of two hollow-stem auger borings to depths of 61.5 to 71.5 f.b.g.s on the northwestern side of San Juan Creek and one hollow-stem auger boring to a depth of 70 f.b.g.s on the southeastern side of San Juan Creek. All of these borings were drilled in close proximity of the proposed alignment of the new replacement transmission main; therefore, the geotechnical information from these previous borings is considered applicable to the current project. Only a site reconnaissance to observe existing conditions is anticipated.
- **Laboratory Testing.** Already performed and consisted of the determination of in-situ moisture and density, Atterberg Limits, soil corrosivity, sand equivalent, particle size analysis, and consolidation and shear strength characteristics.
- **Summarize the results of the previous borings and laboratory testing.** GMU will process the background information, field data, and laboratory results and apply the data set to the currently proposed replacement of the existing transmission line using a jack and bore method of installation.
- **Perform geotechnical analysis** of the data collected, including liquefaction and seismic hazards, temporary stability of excavations, and on-site soil backfill suitability, and effects of existing groundwater on proposed construction.
- **Prepare a geologic map** of the subject site and a geologic section through the proposed alignment of the replacement pipeline to clearly illustrate existing subsurface conditions.
- **Meet with the design team** to determine the most suitable methods of shoring and possible dewatering in order to create the boring and receiving pits that will be necessary to install the line using the jack and bore method.

## #6.

- **Prepare a preliminary report** summarizing our preliminary geotechnical findings and providing conclusions and geotechnical recommendations for the design and construction of the planned replacement pipeline and its associated boring and receiving pits.
- Using existing data on soil types and groundwater levels, perform a **desktop dewatering analysis** to estimate dewatering volume assuming a pumping configuration. This work does not include the installation of a test well or performing a pump test to provide a quantitative analysis of the existing soils hydraulic conductivity and other soil parameters.

### **I.1.4 PREPARATION OF INITIAL STUDY AND CEQA COMPLIANCE REPORT**

Dudek will prepare an Initial Study (IS) in accordance with the requirements of CEQA Guidelines, Section 15063 (Public Resources Code 21080). Dudek will work with the District and engineering staff to determine if project design requires modification to avoid potential environmental impacts. For purposes of this proposal, Dudek assumes that all potential environmental issues can be handled through design modifications, thereby avoiding the need for environmental mitigation.

**Biological Impacts.** Dudek anticipates that biology will be the main issue of focus and proposes the following tasks:

- Dudek will review the existing Biological Technical Report and Jurisdictional Wetlands Delineation prepared by HDR.
- Dudek biologists will access current databases of biological information including the California Native Diversity Database (CNDDDB) and US Fish and Wildlife Service (USFWS) occurrence and critical habitat data.
- A qualified Dudek biologist(s) will conduct a single reconnaissance survey to verify that conditions mapped by HDR are consistent with current conditions and to confirm that no sensitive biological resources occur within the proposed work areas (i.e., on the tops of channel levees).
- The results of Dudek's biological literature review and field investigation will be summarized in a brief memorandum and will include recommended measures to ensure avoidance of significant biological impacts including potential disturbance of adjacent nesting habitat from construction noise.

Because the project is expected to be designed and constructed in a manner which avoids disturbance of the creek/channel bed and banks or any other native habitat areas, this scope of work does not include any focused biological surveys, new jurisdictional wetlands delineation, or a new Biological Technical Report.

**Mitigated Negative Declaration.** Dudek will prepare a Negative Declaration for use by District staff and Board of Directors. We will provide the District with the Screencheck MND for review. Once Dudek has incorporated the District's comments, the MND will be released for a 30-day public review period.

Dudek will prepare the Notice of Completion and Notice of Availability to accompany the MND. It is assumed that no more than 30 total copies of the MND will be required to meet the District's required public distribution list. Once the comment period is completed, Dudek will assist the District in responding to comments received during the public review period. Dudek assumes no more than 20 comments necessitate responses. One comment letter may contain several comments. The comment letters, draft responses and a Final MND preface, and, if applicable, a discussion of any edits made to the MND as a result of public review, will constitute the Final MND.

Dudek will provide the District with a Screencheck of the Final MND for review. Dudek will incorporate the District's comments into the Final MND. This task does not include fees for publication of notices in local newspapers or Notice of Determination/California Department of Fish and Game filing fees.

For budgeting purposes, Dudek assumes a 9-month work effort, and we estimate participation in two (2) team meetings. Dudek will also attend one MNWD Board of Directors hearing under this task.

### 1.1.5 PREPARATION OF NEPA COMPLIANCE DOCUMENTS

MNWD's grant application to the Federal Emergency Management Agency (FEMA) under the State Hazard Mitigation Grant Program would trigger the need for a NEPA analysis of the project. Dudek is currently preparing an Environmental Assessment (EA) for the Orange County Fire Authority under this FEMA program, and understands FEMA's requirements for NEPA compliance.

Because the redesigned ETM project would likely not result in significant impacts to endangered species or other NEPA topics of interest, it is possible that the project could qualify for a Categorical Exclusion (CATEX).

Alternatively, depending on guidance from FEMA, an EA would be prepared to satisfy NEPA requirements, leading to a Finding of No Significant Impact (FONSI). An Environmental Impact Statement is typically used for larger projects and would not be required for this project.

Dudek will utilize FEMA's "short form EA" template, which does not exceed 20 pages. If the project qualifies for a CATEX for NEPA, a reduction in the level of effort and associated fee is possible and would be discussed with the District.

For the Affected Environment and Potential Impacts chapter, up to 4 environmental topics will be analyzed, and we assume these to include: wetlands, floodplains, threatened and endangered species and critical habitat and cultural resources. It is important to note that FEMA may require additional topics to be addressed, which are not included in this scope and cost.

We will discuss the impacts of both alternatives and the No-Build alternative. Dudek will consider permanent, temporary (construction-related), and direct and indirect impacts for all environmental topics. Construction-related impacts and cumulative impacts will also be discussed. We will substantially rely on the technical studies to be prepared for the project. We will rely on the HDR report for existing biological conditions, and we assume that no additional biology surveys will be required.

**Screencheck Draft EA.** Dudek will prepare up one screencheck (internal) draft of the EA for review by MNWD and FEMA staff. Once comments are received, we will incorporate them to prepare the Draft EA for public review.

**Draft EA.** The Draft EA will be circulated for public review as required under NEPA, for 30 days. Dudek assumes that FEMA will prepare and circulate all required notices such as the Notice of Availability, which accompanies public review documents. We further assume that Dudek will not be responsible for preparation or maintenance of the distribution/notification list, or for any filing or publication fees. Should it be required, Dudek can participate in a public hearing to provide further opportunity for the public to provide comments.

**Response to Comments and Final EA.** Once the comment period is completed, Dudek will review all public comments on the Draft EA, provide a response to comments, and prepare revisions to the Draft EA text, if necessary. For purposes of cost estimation in this proposal, it is assumed that Dudek will respond to up to twenty (20) public comments from all letters (note that a single letter may contain multiple comments) received on the Draft EA. Dudek assumes that the comments received related to any technical items prepared by other team members will be addressed by the appropriate individual and provided to Dudek for incorporation into the Final EA document.

The Final EA will include the comment letters, the final response to comments, and, if applicable, a discussion of edits made to the EA as a result of public review. Once FEMA and MNWD staff have provided comments, Dudek will incorporate them into the Final EA. Dudek will prepare one screencheck draft of the Final EA for review by FEMA and MNWD staff.

### 1.1.6 PERMITS

Dudek will prepare and submit the encroachment permit application to the City of San Juan Capistrano, and coordinate with the City of San Juan Capistrano, including attending one (1) meeting, to review permit requirements.



## #6.

Dudek will also prepare and submit Orange County Property/Flood Encroachment Permit for the channel crossing. If modifications to the sheet piling is proposed, the application will be accompanied by County-requested structural calculations. It is anticipated that coordination with the County will require one (1) meeting. The District will pay all permit fees directly.

Dudek will contact and coordinate with the Army Corps of Engineers, Department of Fish and Game, Regional Water Quality Control Board and the National Marine Fisheries Services as needed to provide information and obtain necessary approvals related to the pipeline crossing. Coordination will be initiated early in the design process to uncover design requirements. As discussed in section 1.4.4, it is likely that all wetlands impacts and work within the channel will be avoided. Therefore Dudek intends to obtain written acceptance or similar related documentation from the various resource agencies associated with the channel as part of the permitting and environmental review process. Preliminary exhibits and/or applications will be prepared as needed and one (1) meeting with the ACOE is anticipated.

### 1.1.7 PREPARATION OF CONSTRUCTION PLANS

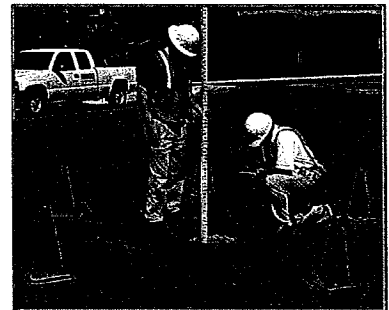
Dudek will proceed with development of the construction plans following completion and acceptance of the recommendations set forth in the preliminary design memorandum. Preparation of plans will conform to the latest Section 600 of Part I of the MNWD Standard Specifications for Construction of Domestic Water, Sewer, and Recycled Water Facilities.

**Easements.** Both the construction and new permanent infrastructure will require several new easements. Dudek has included the preparation of two plat and legal descriptions (one on each side) to account for the temporary construction easement and new permanent easement that may be necessary.

**Utility Research.** Depiction of existing utilities is necessary for both the jacking and receiving pits, as well as the necessary pipeline extension and interconnection location areas that require trenching. Dudek will conduct utility research for both dry and wet utilities within the project area, and transfer collected information to the construction plans. The majority of paper utility research will have been conducted during the preliminary design task.

Potholing may be recommended depending on the results of the paper utility research. Dudek estimates that up to ten (10) potholes may be recommended for accurately depicting the limitations of the pit excavation areas and connections.

Potholing will be based on a unit cost, allowing MNWD to add or subtract the number of potholes based on the proposed unit cost. Potholing will be conducted with "soft dig" vacuum excavation equipment by one of several vendors regularly utilized by Dudek. Records will be kept of the pavement and base thickness at each pothole to be used in determining the trench restoration pavement sections for sites in paved areas



**Construction Drawings.** Dudek will prepare 24-inch x 36-inch construction drawings in the latest version of AutoCAD using MNWD's standard title block and border. The following drawings are anticipated:

- (2) General: Title sheet per MNWD's standards and general information sheet (notes, legend, abbreviations, utility company contact information, survey information, etc.)
- (2) Civil: Site plan and pipeline plan and profile
- (1) Structural: Sheet pile penetration and repair
- (3) Detail: Pipe jacking, connections, and existing pipeline abandonment details

### **1.1.8 PREPARATION OF CONSTRUCTION DOCUMENTS, SPECIFICATIONS, COST ESTIMATE, CONSTRUCTION SEQUENCE PLAN**

Concurrent with the development of the construction plans, Dudek prepare construction documents, technical specifications, and engineer's opinion of probable construction cost. We understand that MNWD will provide their standard front-end documents and Dudek will provide project-specific edits and a bid schedule. Technical specifications will be in Construction Specifications Institute format unless otherwise requested.

Dudek will prepare reviews submittals and the anticipated construction cost estimate at the 50%, 90%, 100%, and final design stages. The cost estimate will include a detailed Basis for Cost Estimation and follow the format of the bid schedule.

A construction sequence plan will be coordinated with District and other agency input to facilitate the jacking operation and shutdown of the existing ETM and Chiquita Land Outfall for connections.

### **1.1.9 FINAL DESIGN DELIVERABLES**

**Preliminary Design Memorandum.** Dudek will prepare and submit three (3) copies of the draft and final preliminary design memorandum for review by MNWD staff.

**CEQA Documents.** Dudek will submit three (3) hard copies of the biological impacts memorandum; five (5) hard copies of the Screencheck MND; thirty (30) hard copies of the public review MND, Notice of Completion, and Notice of Availability; one (1) hard copy of Screencheck Final MND; and ten (10) hard copies of Final MND.

**NEPA Documents (Optional).** Dudek will submit five (5) hard copies of Screencheck Draft EA; twenty (20) hard copies and two (2) CDs of the public review Draft EA; five (5) hard copies of the Screencheck Final EA; and ten (10) hard copies and two (2) CDs of the Final EA

**Geotechnical Report.** GMU/Dudek will submit three (3) hard copies of the Geotechnical Report.

**50% Design.** The 50% design package will consist of construction plans showing the basic horizontal and vertical pipe alignment, staging, jacking pit, and receiving pit areas, and construction site security requirements; and 50% level of completion Special Provisions and Technical Specifications. Submittal will include three (3) hard copies of all items.

**90% Design.** The 90% design package will consist of construction plans that include a detailed pipeline plan and profile, appurtenance and connection details, and construction site security requirements; all sections of the Contract Documents and Specifications; and a Level 2 construction cost estimate. Submittal will include three (3) hard copies of all items.

**100% Design.** The 100% design package will consist of construction plans and specifications that reflect the final design in draft format and a Level 1 construction cost estimate. Submittal will include three (3) hard copies of all items.

**Final Design.** The final design package will consist of a stamped and wet signed mylar set of construction plans. A single loose bound set of final construction specifications will be provided in reproducible format. The final design construction cost estimate will also be provided. An electronic copy of specifications and estimate will be included. Additional copies of the plans, specifications and estimate can be provided upon request.

**Schedule Updates.** The schedule for the design phase will be provided at the start of the final design process. Updates to the schedule will be submitted to the District, as needed for review and acceptance.

**Bid Phase Services.** Dudek will provide assistance to the District during the bidding phase, providing additional information as needed, supporting the District during the pre-bid meeting, and preparing one (1) addendum to the contract documents.

### **1.1.10 CONSTRUCTION PHASE SERVICES**

During the construction phase of the project, Dudek will provide construction administration assistance as directed by MNWD. Services provided during the construction phase will include:

**DUDEK** Engineering Design Services for 30-inch ETM Replacement at San Juan Creek

## #6.

- Attend pre-construction conference,
- Provide AutoCAD design surveying files to the Contractor. The Contractor shall provide construction staking services.
- Provide responses for up to five (5) requests for information (RFI) from the Contractor and District,
- Review of up to ten (10) shop drawing submittals (1.5 hours per submittal) and one resubmittal of each (1 hour per resubmittal),
- Attend up to four (4) on-site visits as requested by the District,
- Prepare record drawings. Submit mylars and electronic dwg files.

**EXHIBIT B**

**LIST OF SUBCONSULTANTS**

GMU Geotechnical, Inc.  
23241 Arroyo Vista  
Rancho Santa Margarita, CA 92688

Right-of-Way Engineering Services, Inc.  
Land Surveying  
4167 Avenida de la Plata, Suite 114  
Oceanside, CA 92056

**#6.**

**EXHIBIT C**  
**BREAKDOWN OF COSTS**

**Moulton Niguel Water District**  
**Engineering Design Services for 30-Inch ETM Replacement at San Juan Creek**  
**DUDEK FEE ESTIMATE**

Project Team Role: Team Member:	Labor Hours and Rates						TOTAL HOURS	DUDEK LABOR COST	Subconsultant Hours and Rates			TOTAL HOURS	OTHER DIRECT COSTS	TOTAL FEE
	PIC Ohlund	QA/QC Deering	Project Manager Bergholz	Engineer Combs	Engineer/ CAD Byrne/ King	Admin Bristow			Geotech Engineering (GMU)	Topo Survey (ROW)	Pothole (Kana Pipeline)			
	Billable Rate :	\$225	\$200	\$185	\$150	\$120			\$80	Fee	Fee			
<b>Task 1 - Project Administration</b>														
1-A			4				4	\$ 740				4		\$ 740
1-B	2	12	12					\$ 5,070					\$ 200	\$ 5,270
1-C			4					\$ 740						\$ 740
1-D		4	4					\$ 1,540						\$ 1,540
1-E			8					\$ 1,480						\$ 1,480
	<b>Subtotal Task 1</b>	<b>2</b>	<b>16</b>	<b>32</b>			<b>50</b>	<b>\$ 9,570</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>50</b>	<b>\$ 200</b>	<b>\$ 9,770</b>
<b>Task 2 - Preliminary Design</b>														
2-A					8		8	\$ 1,200				8		\$ 1,200
2-B		8	4	8			20	\$ 3,540				20	\$ 100	\$ 3,640
2-C			8				8	\$ 1,480				8		\$ 1,480
2-D					16		20	\$ 2,660		\$10,175		20		\$ 12,835
2-E			4				4	\$ 740	\$3,025		4			\$ 3,765
2-F		12	8	16	8		44	\$ 7,240				44		\$ 7,240
2-G				6	8		14	\$ 1,860				14		\$ 1,860
2-H		2	4	12			18	\$ 2,940				18	\$ 50	\$ 2,990
2-I			4	4			8	\$ 1,340				8	\$ 50	\$ 1,390
	<b>Subtotal Task 2</b>	<b>22</b>	<b>36</b>	<b>54</b>	<b>32</b>		<b>144</b>	<b>\$ 23,000</b>	<b>\$ 3,025</b>	<b>\$ 10,175</b>	<b>\$ -</b>	<b>144</b>	<b>\$ 200</b>	<b>\$ 36,400</b>
<b>Task 3 - Geotechnical Evaluation</b>														
3-A			2				2	\$ 370	\$1,870			2		\$ 2,240
3-B			2				2	\$ 370	\$3,025			2		\$ 3,395
3-C			2				2	\$ 370	\$9,350			2		\$ 9,720
3-D				2			2	\$ 300	\$4,290			2		\$ 4,590
	<b>Subtotal Task 3</b>		<b>6</b>	<b>2</b>			<b>6</b>	<b>\$ 1,410</b>	<b>\$ 18,535</b>	<b>\$ -</b>	<b>\$ -</b>	<b>6</b>	<b>\$ -</b>	<b>\$ 19,945</b>
<b>Task 4 - Initial Study and CEQA Compliance Report</b>														
4-A		8	8			4	20	\$ 3,400				20		\$ 3,400
4-B		60	9	36	60	165	165	\$ 22,470				165	\$ 750	\$ 23,220
	<b>Subtotal Task 4</b>	<b>68</b>	<b>8</b>	<b>9</b>	<b>36</b>	<b>64</b>	<b>185</b>	<b>\$ 25,870</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>185</b>	<b>\$ 750</b>	<b>\$ 26,620</b>
<b>Task 5 - NEPA Compliance Documents</b>														
5-A		12	4	8	24	40	88	\$ 10,420				88	\$ 200	\$ 10,620
5-B		4	2	2	6	10	24	\$ 2,990				24	\$ 750	\$ 3,740
5-C		4	2	2	6	10	24	\$ 2,990				24	\$ 300	\$ 3,290
	<b>Subtotal Task 5</b>	<b>20</b>	<b>8</b>	<b>12</b>	<b>36</b>	<b>60</b>	<b>136</b>	<b>\$ 16,400</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>136</b>	<b>\$ 1,250</b>	<b>\$ 17,650</b>
<b>Task 6 - Permits</b>														
6-A			4	16			20	\$ 3,140				20		\$ 3,140
6-B			8	40			48	\$ 7,480				48		\$ 7,480
	<b>Subtotal Task 6</b>		<b>12</b>	<b>56</b>			<b>68</b>	<b>\$ 10,620</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>68</b>	<b>\$ -</b>	<b>\$ 10,620</b>
<b>Task 7 - Construction Plans</b>														
7-A			4	4			8	\$ 1,340		\$2,376		8		\$ 3,716
7-B				12	8		20	\$ 2,760			9000	20		\$ 11,760
7-C		4	20	40	76		140	\$ 19,620				140	\$ 100	\$ 19,720
	<b>Subtotal Task 7</b>	<b>4</b>	<b>24</b>	<b>56</b>	<b>84</b>		<b>168</b>	<b>\$ 23,720</b>	<b>\$ -</b>	<b>\$ 2,376</b>	<b>\$ 9,000</b>	<b>168</b>	<b>\$ 100</b>	<b>\$ 35,196</b>
<b>Task 8 - Construction Docs, Specs, Estimate, Sequence Plan</b>														
8-A			2	8			10	\$ 1,570				10		\$ 1,570
8-B		4	4	16			24	\$ 3,940				24		\$ 3,940
8-C			2	8			10	\$ 1,570				10		\$ 1,570
8-D			4	4			8	\$ 1,340				8		\$ 1,340
	<b>Subtotal Task 8</b>	<b>4</b>	<b>12</b>	<b>36</b>			<b>52</b>	<b>\$ 8,420</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>52</b>	<b>\$ -</b>	<b>\$ 8,420</b>
<b>Task 9 - Final Design Deliverables (Included in Preliminary Design and Design Tasks)</b>														
<b>Task 10 - Construction Phase Services</b>														
10-A			28				28	\$ 5,180				28	\$ 200	\$ 5,380
10-B		2	4	15			21	\$ 3,390				21		\$ 3,390
10-C		2	4	30			36	\$ 5,640				36		\$ 5,640
10-D			2	8	12		22	\$ 3,010				22	\$ 100	\$ 3,110
	<b>Subtotal Task 10</b>	<b>4</b>	<b>16</b>	<b>53</b>	<b>12</b>		<b>107</b>	<b>\$ 17,220</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>107</b>	<b>\$ 300</b>	<b>\$ 17,520</b>
	<b>Total Hours and Fee</b>	<b>2</b>	<b>138</b>	<b>176</b>	<b>278</b>	<b>200</b>	<b>124</b>	<b>\$ 136,230</b>	<b>\$ 21,560</b>	<b>\$ 12,551</b>	<b>\$ 9,000</b>	<b>918</b>	<b>\$ 2,800</b>	<b>\$ 182,141</b>
	<b>Percent of Hours:</b>	<b>0%</b>	<b>15%</b>	<b>19%</b>	<b>30%</b>	<b>22%</b>	<b>14%</b>	<b>100%</b>						

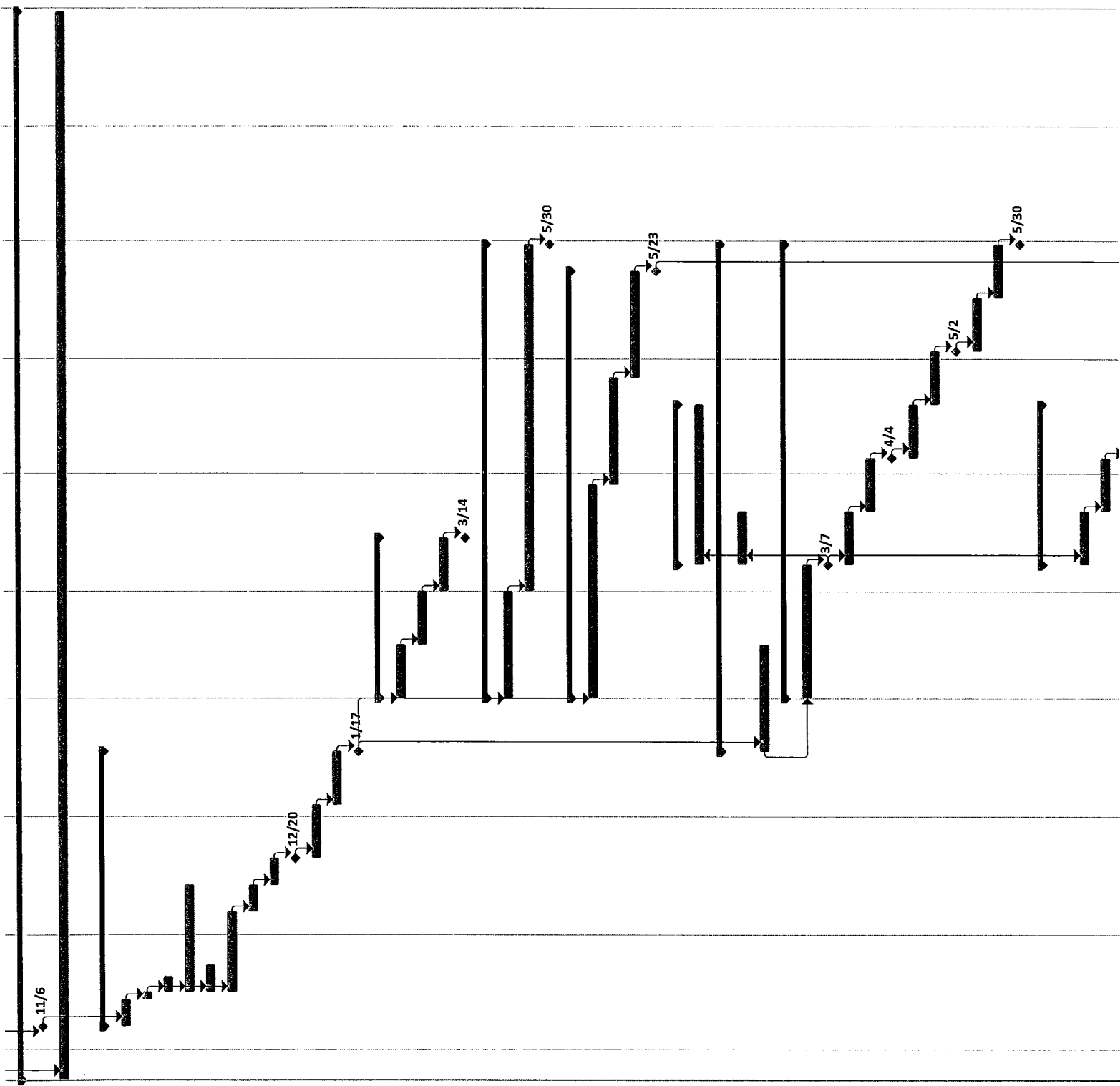
NOTE: Billable Rates based on 2012 Dudek Standard Schedule of Charges. 2012 Rates will be used throughout the duration of the project.

**#6.**

**EXHIBIT D**

**SCHEDULE OF CONSULTING FEES**





Monthly

Analysis

Report

Assessment

Committing

8,



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

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

This Amendment No. 1 is entered into and effective as of the 4th day of FEBRUARY, 2014, extending and amending the agreement dated October 29, 2012 (the "Agreement") by and between the Moulton Niguel Water District, a California Water District ("MNWD"), and DUDEK, ("Contractor") (collectively, the "Parties") for consulting services for Project No. 2009.115.

**RECITALS**

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

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

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

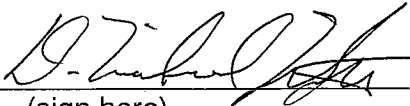
:::

#6.

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

CONTRACTOR  
DUDEK

MOULTON NIGUEL WATER DISTRICT,  
a California Water District

\*By:   
\_\_\_\_\_  
(sign here)

**Dudek**  
**Mike Metts**  
\_\_\_\_\_  
(print name/title) **Assistant Secretary**

By:   
\_\_\_\_\_  
Joone Lopez  
General Manager

EXHIBIT "A"

SCOPE OF SERVICES AND FEE

# DUDEK

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

November 25, 2013

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

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

Dear Mr. Hahn:

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

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

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

## PROPOSED SCOPE OF WORK

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

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

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

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

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

**PROPOSED FEE TABLE**

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

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

**CLOSING**

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

Respectfully,

Dudek



Russ Bergholz, PE  
Senior Project Manager

cc: Steve Deering, PE, Principal







## Moulton Niguel Water District

### STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** November 16, 2015

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

**SUBJECT:** Recycled Water System Extension Construction Contract Award

**DIVISION:** District-wide

---

### SUMMARY:

Issue: Staff issued the Notice Inviting Sealed Proposals (Bids) for the Recycled Water System Extension, Project No. 2014.011.

Recommendation: It is recommended that the Board of Directors award the construction services contract for the Recycled Water Extension Project No. 2014.011 to Ferreira Construction Co. Inc. in the amount of \$1,739,593; 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. 2014.011 is budgeted in Fund 6, Water Efficiency with a current project budget of \$3,080,000. In addition, a grant in the amount of \$500,000 was obtained from the California Department of Water Resources, Proposition 84.

### BACKGROUND:

The South Orange County Watershed Management Area submitted a joint 2014 IRWM Drought Grant Proposal to the California Department of Water Resources, Division of Integrated Regional Water Management Financial Assistance Branch for Proposition 84 funding. The Grant Proposal addresses drought impacts on the region by implementing recycled water system expansion projects in Moulton Niguel Water District (District), Santa Margarita Water District (SMWD), and South Coast Water District (SCWD) service areas. The grant and implementation agreements were executed in May 2015 and June 2015, respectively. The District's portion of the grant is \$500,000.

## #7.

### Recycled Water System Extension Construction Contract Award

November 16, 2015

Page 2 of 3

The District's Recycled Water System Extension Project (Project) will provide up to 102 acre-feet per year of recycled water in lieu of potable water to 12 recycled water services in the Laguna Audubon HOA and 20 other recycled water services at various locations in the Cities of Aliso Viejo, Laguna Hills, and Laguna Niguel. In addition to these 32 recycled water services, the Project will also install about 7,500 feet of 8-inch, 6-inch, and 4-inch diameter recycled water pipelines within the Cities of Aliso Viejo, Laguna Hills, and Laguna Niguel.

Construction documents for the Recycled Water System Extension project were prepared by Tetra Tech and completed in September 2015. The work generally includes: potholing, installation of recycled water mainlines, installation of recycled water services, installation of all required appurtenances, restoration of all landscape and hardscape, and performance of all required testing.

#### **DISCUSSION:**

A request for bids was issued to six qualified pipeline contractors. On October 27, 2015, the District received six sealed bids. The table below summarizes the bids received:

<b>Firm</b>	<b>Bid</b>
Ferreira Construction Co., Inc.	\$1,739,593
Paulus Engineering, Inc.	\$1,817,188
Trautwein Construction, Inc.	\$1,883,817
E. J. Meyer Company	\$2,222,222
T.E. Roberts, Inc.	\$2,345,088
Kennedy Pipeline Construction	\$3,216,488
<b>Engineer's Estimate</b>	<b>\$2,600,000</b>

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

Recycled Water System Extension Construction Contract Award

November 16, 2015

Page 3 of 3

SUMMARY OF PROJECT BUDGET:

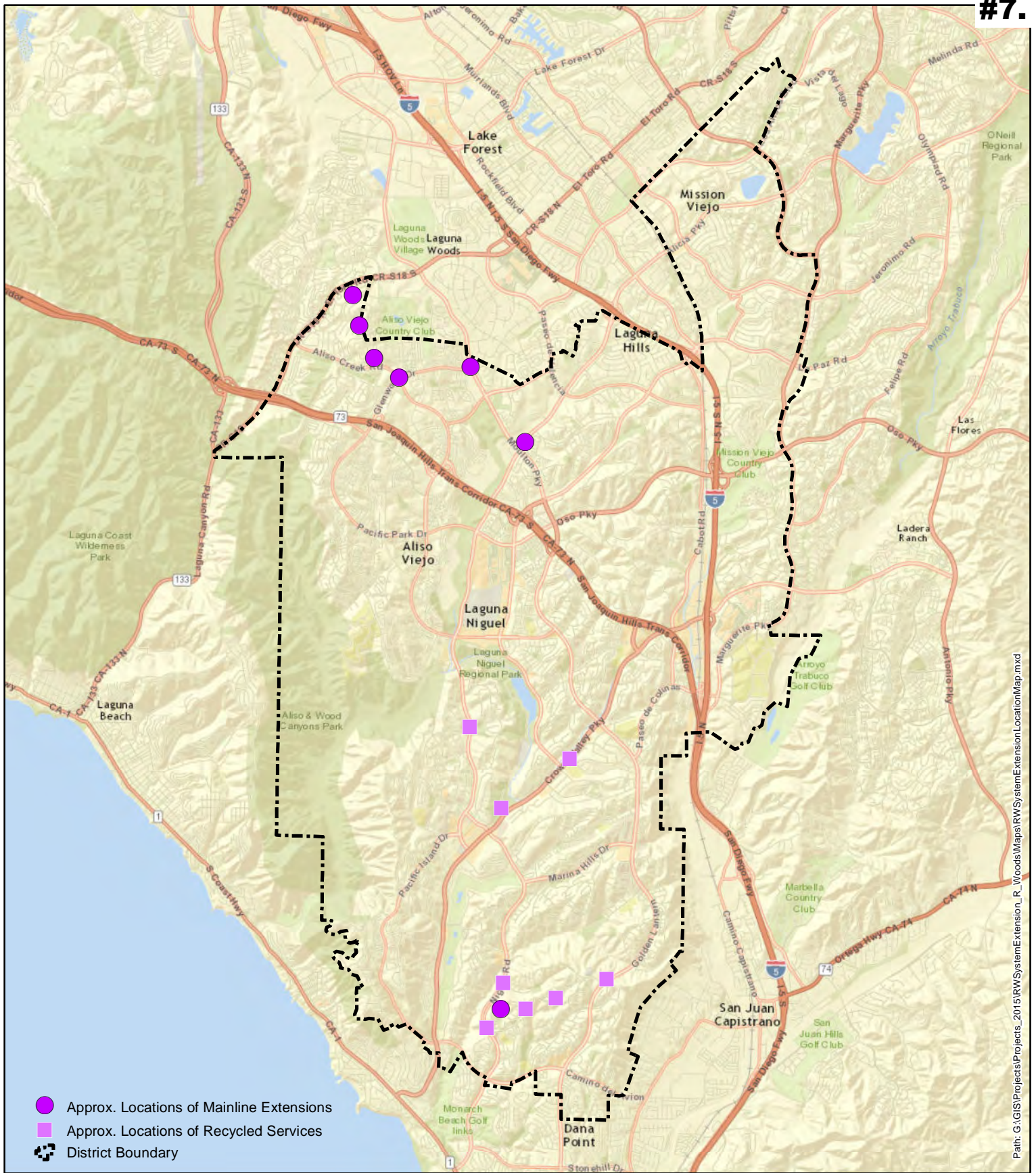
	<b>Project Budget*</b>	<b>Proposed / Approved Contract</b>	<b>Proposed / Authorized Contingency</b>	<b>Total Proposed / Authorized Amount</b>
<b>Project Items</b>				
Engineering	\$74,000	\$74,000	\$0	\$74,000
CEQA	\$24,000	\$24,000	\$0	\$24,000
Geotechnical	\$60,000	\$60,000	\$0	\$60,000
Construction	\$2,847,000	\$1,739,593	\$173,959	\$1,913,552
Legal, Permits, District Labor	\$75,000	\$75,000	\$0	\$75,000
<b>Totals</b>	<b>\$3,080,000</b>	<b>\$1,972,593</b>	<b>\$173,959</b>	<b>\$2,146,552</b>

\* \$109,874 has been expended to date.

 Currently Proposed Amount

Attachment: Exhibit A – Location Map





- Approx. Locations of Mainline Extensions
- Approx. Locations of Recycled Services
- District Boundary

Path: G:\GIS\Projects\Projects\_2015\RWSystemExtension\_R\_Woods\Maps\RWSystemExtension\LocationMap.mxd



Scale = 1:84,700

**Exhibit A - Location Map  
Recycled Water System Extension Project  
2014.011**







# Moulton Niguel Water District

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** November 16, 2015

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

**SUBJECT:** Towers for Wireless Network Construction Contract Award

**DIVISION:** District-wide

### SUMMARY:

Issue: Staff issued the Notice Inviting Sealed Proposals (Bids) for the Towers for Wireless Network, Project No. 2006.038.

Recommendation: It is recommended that the Board of Directors award the construction services contract for the Towers for Wireless Network Project No. 2006.038 to Southern Contracting Company in the amount of \$340,500; 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. 2006.038 is budgeted in Fund 7, Replacement and Refurbishment with a current project budget of \$2,100,000. The District has expended \$1,557,579 to date, with \$1,334,080 for the implementation of Phases I and II.

### BACKGROUND:

In 2006, the Moulton Niguel Water District (District) initiated the wireless network project to convert from digital lines. When completed, this project will give the District increased communication speed and capacity, enhanced controls for District operation of facilities, and provide a reliable and independent communication channel between the various District facilities via the Supervisory Control and Data Acquisition (SCADA) system. This system will also allow for future video surveillance at remote sites, provide wireless hot spots at District facilities, and mobile communication to facilities, as required by the District.

Two previous phases of the project completed a significant portion of the network. Communication equipment has been installed at 56 sites to date. The installation of

## #8.

### Towers for Wireless Network Construction Contract Award

November 16, 2015

Page 2 of 3

poles and equipment at the final 10 sites will complete the implementation of the overall project.

Staff retained Arcon Structural Engineers, Inc. to prepare the design for the poles and Sophia Mitchell and Associates to prepare the mitigated negative declaration in compliance with the California Environmental Quality Act (CEQA). In August 2015, the Board of Directors approved the resolution entitled "Approving the Mitigated Negative Declaration and the Mitigation, Monitoring, and Reporting Program for the Wireless Network Implementation Project 2006.038."

Construction documents for the Towers for Wireless Network Project were completed in September 2015. The work generally includes: drilling holes for foundations, furnishing and installing towers ranging in height from 10 feet to 60 feet, constructing foundations, grounding the towers, furnishing and installing electrical facilities at the Golden Lantern Reservoir site, restoring all landscape and hardscape, and painting of select towers in accordance with CEQA requirements.

#### **DISCUSSION:**

A request for bids was issued to five qualified contractors. On October 13, 2015, the District received three sealed bids. The table below summarizes the bids received:

<b>Firm</b>	<b>Bid</b>
Southern Contracting Company	\$340,500
Schuler Constructors, Inc.	\$467,325
Pascal & Ludwig Constructors	\$519,980
<b>Engineer's Estimate</b>	<b>\$400,000</b>

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

## Towers for Wireless Network Construction Contract Award

November 16, 2015

Page 3 of 3

SUMMARY OF PROJECT BUDGET:

	<b>Project Budget*</b>	<b>Proposed / Approved Contract</b>	<b>Proposed / Authorized Contingency</b>	<b>Total Proposed / Authorized Amount</b>
<b>Project Items</b>				
Phase I & II Implementation	\$1,334,080	\$1,334,080	\$0	\$1,334,080
Phase III Implementation				
• Design Services	\$74,000	\$74,000	\$0	\$74,000
• Environmental	\$38,000	\$38,000	\$0	\$38,000
• Construction	\$453,920	\$340,500	\$34,050	\$374,550
• Legal, Permits, District Labor, Other	\$200,000	\$200,000	\$0	\$200,000
<b>Totals</b>	<b>\$2,100,000</b>	<b>\$1,986,580</b>	<b>\$34,050</b>	<b>\$2,020,630</b>

\* \$1,557,579 has been expended to date.

 Currently Proposed Amount

Attachment: Exhibit A – Location Map













# Moulton Niguel Water District

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** November 16, 2015

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

**SUBJECT:** Boom Lift and Trailer Purchase for Fiscal Year 2015-16

**DIVISION:** District-wide

---

### SUMMARY:

Issue: Purchase of a 2016 articulated boom lift and trailer.

Recommendation: It is recommended that the Board of Directors approve the purchase of a 2016 articulated boom lift and trailer from Diamond A Equipment for the amount of \$123,000.

Fiscal Impact: Sufficient funds are included in the adopted Fiscal Year (FY) 2015-16 Budget for the purchase of the new boom lift and trailer.

### BACKGROUND:

The purchase of a new boom lift is necessary to perform maintenance on all current and future wireless facilities. The District has existing routine maintenance at wireless towers that exceed the reach of the current boom truck and has plans to construct additional towers which will require use of the extended reach boom lift. Regular maintenance activities include changing out radios and cabling repairs to maintain communications with the District’s facilities for daily operations, reservoir maintenance, site lighting, and building maintenance.

### DISCUSSION:

Requirements and specifications for the new boom lift and trailer were developed by staff to meet anticipated service needs. A request for quotation was issued to three (3) equipment dealers. Quotes from the dealers are listed below:



**#9.**

Boom Lift and Trailer Purchase for Fiscal Year (FY) 2015-2016

November 16, 2015

Page 2 of 2

VEHICLE DEALER	QUOTE	
	Boom Lift	Trailer
<b>Diamond A Equipment</b>	<b>\$98,588</b>	<b>\$24,412</b>
Johnson Lift/Hyster	\$117,151	DNR
Select Equipment Sales	DNR	DNR

Staff is recommending the purchase of a 2016 articulated boom lift and trailer from Diamond A Equipment based on cost, reliability and satisfaction of District's requirements.



# Moulton Niguel Water District

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** November 16, 2015

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

**SUBJECT:** Quarterly Capital Improvement Program Report

**DIVISION:** District-wide

---

### SUMMARY:

Issue: District staff is responsible for executing the Capital Improvement Program (CIP) as adopted by the Board of Directors. This quarterly report is for July, August, and September of Fiscal Year (FY) 2015-16.

Recommendation: This is an information item only.

Fiscal Impact: The fiscal impact for each project is presented to the Board of Directors on a project by project basis. The collective impact for FY 2015-16 is \$46,814,499, if fully expensed.

### DISCUSSION:

The Moulton Niguel Water District (District) Board of Directors approved a FY 2015-16 budget in June 2015 (see Table 1). Several of the projects in this fiscal year budget, such as SOCWA, JRWSS, Plant 3A, SMWD Joint Projects, and the Baker Water Treatment Plant, are managed by other entities, with the District providing funding through a project agreement or a joint powers entity. For these projects, staff primarily assesses capital expenditures and reviews deliverables and invoices, but does not actively manage the projects. These projects totaled \$24.1 million for FY 2015-16 budget. The remainder of the budget, \$22.7 million, is executed by District staff. After completion of the first quarter of the fiscal year, approximately 51% of CIP budget has been committed and 20% has been expended to date. Table 1 summarizes the expenditures and contractual obligations for the fiscal year.

# #11.

Quarterly Capital Improvement Program Report  
November 16, 2015  
Page 2 of 3

<b>Table 1 Adopted Budget by Fund Fiscal Year: July 2015 to June 2016</b>			
Item/Fund	Fiscal Year Adopted Budget	Awarded Contracts Through First Quarter	Payments Through First Quarter
Water Efficiency – Fund 6	\$1,695,611	\$20,000	\$1,798
Replacement and Refurbishment - Fund 07	\$11,467,886	\$5,292,274	\$648,454
SOCWA & JRWSS - Fund 07	\$15,137,939	\$8,875,851	\$3,266,523
Water Supply Reliability Projects - Fund 12	\$8,940,582	\$8,940,582	\$5,049,379
Planning and Construction - Fund 14	\$9,572,481	\$645,220	\$194,759
Total	\$46,814,499	\$23,773,926	\$9,160,914

Staff has prioritized CIP projects to maximize the resources available to effectively execute the projects. Table 2 lists the projects in the 10-year Capital Improvement Program and their implementation status (see attached).

During the first quarter of FY 2015-16, these major activities were performed within the Capital Improvement Program:

- 13 projects were completed
  - 2006.099 – ETWD/MNWD Intertie with 30-inch Diameter Pipeline
  - 2011.038 – East Aliso Creek Reservoir Recirculation System
  - 2012.037 – Oso Parkway 12-inch Recycled Water Main Relocation
  - 2013.001 – East Aliso Creek Reservoir Recoating and Improvements
  - 2012.028 – Generator at Bear Brand Reservoir
  - 2012.029 – Generator at Bridlewood Takeout
  - 2012.030 – Generator at Marguerite Reservoir
  - 2012.031 – Generator at Mathis Reservoir Pump Station
  - 2012.033 – Generator at Seville Reservoir
  - 2014.003 – Del Avion Lift Station Wet Well coating Rehabilitation
  - 2014.006 – Upper Salada Lift Station Header replacement
  - 2014.007 – La Siena Mainline Replacement
  - 2014.008 – 2014-15 Valve Replacement
  
- 15 projects are under construction

## Quarterly Capital Improvement Program Report

November 16, 2015

Page 3 of 3

- Invitations to bid were issued for these projects:
  - 2013.002 – Mathis Recycled Reservoir Recoating and Improvements
  - 2013.010 – Gallup Circle Sewer Replacement
  - 2014.001 – Bear Brand Reservoir Recoating and Improvements
  - 2006.038 – Replace Digital Lines with Wireless Network
  - 2009.115 – San Juan Creek 30-inch Effluent Transmission Main Replacement
  - 2014.011 – Recycled Water System Extension
- The following construction projects have been awarded:
  - 2014.018 – Flores Avenue Water Main Installation
  - 2014.005 – Utility Main Breaker Replacement
  - 2013.002 – Mathis Recycled Reservoir Recoating and Improvements
  - 2013.010 – Gallup Circle Sewer Replacement
- Design work continued on 17 additional projects
  - Issued 4 task orders utilizing the On-Call Professional Engineering Services Agreements. Table 3 summarizes the expenditures for the program. Task Orders were issued for these projects:
    - 2014.002 - Del Avion Lift Station Auxiliary Generator Replacement
    - O&M - Valencia Lift Station Flow Diversion
    - 2015.002 - 2015-16 Valve Replacements
    - O&M - Meter Master Rental, Installation and Retrieval

<b>Table 3 On-Call Professional Engineering Services Agreement Expenditure Summary</b>				
Consultant	Contracted Amount	Number of Task Orders Issued	Total Value of Task Orders	Remaining Contractual Amount
AKM Consulting Engineers	\$500,000	10	\$319,455	\$180,545
Lee & RO, Inc	\$500,000	6	\$323,573	\$176,427
Tetra Tech, Inc	\$500,000	12	\$377,390	\$122,610
<b>Total</b>	<b>\$1,500,000</b>	<b>28</b>	<b>\$1,020,418</b>	<b>\$479,582</b>

Attachment: Table 2 Quarterly CIP Report



**TABLE 2**  
**QUARTERLY CAPITAL IMPROVEMENT PROGRAM REPORT**  
**MOULTON NIGUEL WATER DISTRICT**  
**QUARTERLY PROJECT STATUS - FIRST QUARTER - JULY THROUGH SEPTEMBER**  
**FISCAL YEAR: JULY 2015 TO JUNE 2016**

PROJECT NUMBER	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	EXPENDED FROM INCEPTION TO DATE	FY 2015-16 ADOPTED BUDGET	FY 2015-16 EXPENDED TO DATE	ESTIMATED COMPLETION DATE
<b>COMPLETED PROJECTS</b>								
2006099	12	ETWD/MNWD INTERTIE W/30 DIEMER PI	2006	\$503,140	\$288,734	\$252,042	\$0	Completed
2006099	12	ETWD/MNWD INTERTIE W/30 DIEMER PI REIMBURSEMENT	2006	(\$503,140)	\$0	(\$252,042)	\$0	Reimbursement
2011038	14	E ALISO CRK RES RECIRCULATION SYST	2011	\$141,000	\$135,957	\$51,981	\$46,938	Completed
2012037	7	OSO PKWY 12"RW MAIN RELOCT	2012	\$244,898	\$0	\$94,898	\$0	Completed
2013001	7	EAST ALISO CREEK RES RECOAT & IMPROV	2013	\$2,550,000	\$1,913,682	\$1,007,460	\$131,346	Completed
2012028	14	GENERATOR AT BEAR BRAND RESERVOIR	2012	\$72,029	\$63,248	\$57,724	\$19,821	Completed
2012029	14	GENERATOR AT BRIDLEWOOD TAKEOUT	2012	\$75,440	\$66,194	\$61,135	\$32,590	Completed
2012030	14	GENERATOR AT MARGUERITE RESERVOIR	2012	\$92,825	\$81,208	\$78,520	\$23,080	Completed
2012031	14	GENERATOR AT MATHIS RES PS	2012	\$61,403	\$54,071	\$47,098	\$11,940	Completed
2012033	14	GENERATOR AT SEVILLE RESERVOIR	2012	\$68,568	\$60,259	\$54,263	\$19,959	Completed
2014003	7	DEL AVION LS WET WELL COATING REHAB	2014	\$125,000	\$116,774	\$4,541	\$16,091	Completed
2014006	7	UPPER SALADA LS HEADER REPLACEMENT	2014	\$133,363	\$107,420	\$3,235	\$0	Completed
2014007	7	LA SIENA MAINLINE REPLACEMENT	2014	\$699,165	\$535,401	\$49,298	\$3,468	Completed
2014008	7	2014-15 VALVE REPLACEMENT	2014	\$655,037	\$587,636	\$426,044	\$256,691	Completed
<b>Subtotal</b>				\$4,918,728	\$4,010,585	\$1,936,199	\$561,922	
<b>PROJECTS UNDER CONSTRUCTION</b>								
2006038	7	REPLACE DIGITAL LINES W/WIRELESS N	2006	\$2,100,000	\$1,557,044	\$561,546	\$12,014	6/30/16
2006071	12	BAKER PIPELINE REGIONAL TREATMENT PLANT	2006	\$32,598,645	\$27,863,293	\$8,940,582	\$5,049,379	6/30/17
2009115	7	SAN JUAN CREEK 30 EFFLUENT TM	2009	\$3,600,000	\$283,354	\$1,600,228	\$7,109	6/30/17
2009115	7	SAN JUAN CREEK 30 EFFLUENT TM - SMWD REIMBURSEMENT	2009	(\$900,000)	\$0	(\$450,000)	\$0	Reimbursement
2010018	7	MATHIS-OSO BY-PASS	2010	\$778,670	\$530,414	\$527,615	\$125,088	12/30/15
2010033	7	NEW DISTRICT ENTERPRISE SOFTWARE	2010	\$0	\$2,905,088	\$0	\$50,589	12/30/15
2011016	7	PLC PANEL REPLACEMENT	2011	\$440,000	\$350,521	\$111,087	\$0	6/30/16
2012009	7	BEACON HILL PS PUMP/GENERATOR REPLACEMENT	2012	\$675,000	\$96,905	\$578,863	\$0	12/30/15
2013002	7	MATHIS RW RES RECOAT & IMPROVE	2013	\$800,000	\$10,737	\$780,000	\$1,933	6/30/16
2013010	7	GALLUP SEWER REPLACEMENT	2013	\$340,000	\$37,588	\$296,525	\$11,879	12/30/15
2014001	7	BEAR BRAND RES RECOATING & SAFETY	2014	\$865,000	\$9,725	\$845,000	\$921	6/30/16
2014004	7	ENCANTAMAR 16" ABANDONMENT	2014	\$90,665	\$1,476	\$90,665	\$1,476	10/31/15
2014005	7	UTILITY MAIN BREAKERS REPLACEMENTS	2014	\$170,000	\$54,876	\$126,427	\$537	6/30/16
2014011	6	RECYCLED WATER SYSTEM EXTENSION	2014	\$3,080,000	\$104,583	\$1,500,000	\$0	6/30/17
2014018	14	FLORES AVE 8-INCH WATER INST	2014	\$300,000	\$26,506	\$254,565	\$500	6/30/16
2015005	7	FY2015-16 MH REHABILITATION	2015	\$250,000	\$0	\$250,000	\$0	6/30/16
<b>Subtotal</b>				\$45,187,980	\$33,832,110	\$16,013,104	\$5,261,423	

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**FISCAL YEAR: JULY 2015 TO JUNE 2016**

PROJECT NUMBER	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	EXPENDED FROM INCEPTION TO DATE	FY 2015-16 ADOPTED BUDGET	FY 2015-16 EXPENDED TO DATE	ESTIMATED COMPLETION DATE
<b>PROJECTS IN PROGRESS/UNDER DESIGN</b>								
2011010	7	HILLARY PRS REPLACEMENT	2011	\$460,000	\$37,839	\$422,979	\$819	6/30/16
2011012	7	LARGO PRS REPLACEMENT	2011	\$460,000	\$37,879	\$423,171	\$819	6/30/16
2011015	7	WILKES PRS REPLACEMENT	2011	\$460,000	\$37,747	\$423,303	\$819	6/30/16
2012024	7	UPPER SALADA LF AUX. GENERATOR REPLACEMENT	2012	\$650,000	\$40,225	\$100,000	\$0	6/30/17
2013004	7	REGIONAL LS FORCE MAIN REPLACEMENT	2013	\$8,900,000	\$59,990	\$100,000	\$0	6/30/22
2013005	7	LOWER SALADA LS FORCE MAIN REPLACEMENT	2013	\$5,900,000	\$40,000	\$200,000	\$0	6/30/20
2014002	7	DEL AVION LS AUXILIARY GENERATOR REPLACEMENT	2014	\$630,000	\$50,590	\$300,000	\$1,733	6/30/17
2014010	6	ALISO VILLAGE RW EXTENSION	2014	\$150,000	\$117,733	\$95,611	\$1,798	6/30/16
2014012	7	HIDDEN HILLS VILLAGE EASEMENT REHAB	2014	\$380,000	\$34,308	\$360,000	\$10,615	6/30/16
2014013	14	PRADERA 850 ZONE LOOP	2014	\$370,000	\$41,448	\$337,194	\$0	6/30/16
2014015	14	DISTRICT HEADQUARTERS	2014	\$23,000,000	\$346,733	\$8,000,000	\$39,933	6/30/18
2015002	7	2015-16 VALVE REPLACEMENT	2015	\$1,000,000	\$14,510	\$1,000,000	\$14,510	10/31/16
2015016	14	2015-16 NEW SYSTEM VALVES	2015	\$150,000	\$0	\$150,000	\$0	6/30/16
2015017	14	FALL PROTECTION SYSTEM - PW RESERVOIRS	2015	\$240,000	\$0	\$240,000	\$0	6/30/16
2015018	14	FALL PROTECTION SYSTEM - RW RESERVOIRS	2015	\$40,000	\$0	\$40,000	\$0	6/30/16
2015019	14	AMI PHASE I - POTABLE IRRIG METERS	2015	\$411,000	\$0	\$25,000	\$0	6/30/17
2015020	14	AMI PHASE I - RW IRRIG METERS	2015	\$411,000	\$0	\$25,000	\$0	6/30/17
<b>Subtotal</b>				\$43,612,000	\$859,002	\$12,242,257	\$71,045	
<b>FUTURE PROJECTS</b>								
								<b>Project Priority</b>
2015013	7	RESERVOIR MANAGEMENT SYSTEMS REFURBISHMENT	2015	\$6,200,000	\$0	\$100,000	\$0	96%
2015007	7	LA PAZ TRAIL CROSS WW SIPHON REPAIR	2015	\$325,000	\$0	\$100,000	\$0	88%
2015004	7	CROWN VALLEY RW RES 1 AND 2 RECOAT & SAFETY	2015	\$1,480,000	\$0	\$50,000	\$0	82%
2015006	7	I.D. 1 MASTER METER RELOCATION	2015	\$600,000	\$0	\$60,000	\$0	80%
2015012	7	PASEO DE VALENCIA 24" RR CROSS ABAND	2015	\$150,000	\$0	\$25,000	\$0	80%
2015003	7	ALISO CREEK LS REHABILITATION	2015	\$270,000	\$0	\$50,000	\$0	78%
2015009	7	LOWER BOUNDARY OAK LS UPGRADE	2015	\$410,000	\$0	\$50,000	\$0	78%
2015011	7	PALMS APTS EASEMENT PW LINE REPLACEMENT	2015	\$350,000	\$0	\$50,000	\$0	78%
2015015	7	SADDLEBACK PS AUX PUMP & ENGINE REPLACE	2015	\$1,235,000	\$0	\$50,000	\$0	78%
2011033	7	ASSET MANAGEMENT PROGRAM/CMMS	2011	\$430,000	\$0	\$150,000	\$0	70%
2015008	7	LINDA VISTA DR SEWER LINING	2015	\$450,000	\$0	\$75,000	\$0	64%
2015010	7	NATIONAL PARK SEWER LINING	2015	\$300,000	\$0	\$75,000	\$0	64%
2012012	7	FIELD GIS - SEWER LINE CLEANING & MH	2012	\$40,000	\$0	\$40,000	\$0	58%
2011034	7	GIS VIEWER AND CONFIGURATION	2011	\$60,000	\$0	\$60,000	\$0	48%
2015014	6	FY 2015-16 RW RETROFITS	2015	\$100,000	\$0	\$100,000	\$0	30%
	7	54-INCH CIP IMPROVEMENTS		\$1,700,000	\$0	\$0	\$0	76%
	7	MATHIS PUMP IMPROVEMENTS		\$400,000	\$0	\$0	\$0	74%
	7	NORTH ALISO CREEK LS BYPASS REPLACEMENT		\$240,000	\$0	\$0	\$0	74%
2009010	14	MISSION HOSPITAL SECONDARY FEED	2009	\$400,000	\$0	\$0	\$0	72%
	14	LS GENERATOR EMERGENCY CONNECTIONS		\$430,000	\$0	\$0	\$0	70%
	14	920 ZONE LOOP PIPELINE		\$200,000	\$0	\$0	\$0	66%

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**FISCAL YEAR: JULY 2015 TO JUNE 2016**

PROJECT NUMBER	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	EXPENDED FROM INCEPTION TO DATE	FY 2015-16 ADOPTED BUDGET	FY 2015-16 EXPENDED TO DATE	ESTIMATED COMPLETION DATE	Project Priority
<b>FUTURE PROJECTS</b>									
2011037	7	MISSION VIEJO HS LINE/VAULT REFURB	2011	\$200,000	\$0	\$0	\$0		64%
2011043	14	3A OUTFALL LINE VALVES	2011	\$450,000	\$0	\$0	\$0		64%
2011043	14	3A OUTFALL LINE VALVES - REIMBURSEMENT	2011	(\$225,000)	\$0	\$0	\$0	Reimbursement	
2011045	14	N ALISO LS SITE IMPROVEM	2011	\$240,000	\$9,990	\$0	\$0		64%
	7	3A ETM CREEK BANK STABILIZATION		\$2,000,000	\$0	\$0	\$0		64%
	7	3A ETM REPLACEMENT - AVE DE LA VISTA		\$2,475,000	\$0	\$0	\$0		64%
	7	3A ETM REPLACEMENT - CAMINO CAPO		\$3,500,000	\$0	\$0	\$0		64%
	7	3A ETM IMPROVEMENTS - SMWD REIMBURSEMENT		(\$4,437,500)	\$0	\$0	\$0	Reimbursement	
	14	SECONDARY FEED FOR 1050 ZONE		\$600,000	\$0	\$0	\$0		64%
	12	SOUTH COUNTY PIPELINE TAKEOUT FACILITY		\$2,200,000	\$0	\$0	\$0		64%
2011032	7	OLD RANCH ROAD EASEMENT REFURBISHM	2011	\$200,000	\$0	\$0	\$0		60%
2011077	14	MOULTON PEAK RADIO TOWER IMPROVEME	2011	\$235,000	\$0	\$0	\$0		60%
	7	ALISO CREEK LS AUXILIARY GENERATOR REPLACEMENT		\$530,000	\$0	\$0	\$0		60%
	7	SOUTHWING LS AUXILIARY GENERATOR REPLACEMENT		\$580,000	\$0	\$0	\$0		60%
	7	STEEL TANKS SEISMIC & STRUCT RETROFITS - PW		\$1,800,000	\$0	\$0	\$0		58%
	7	STEEL TANKS SEISMIC & STRUCT RETROFITS - RW		\$1,200,000	\$0	\$0	\$0		58%
	14	OSO CREEK SEWER PARALLEL PIPELINE		\$1,950,000	\$0	\$0	\$0		56%
2012016	7	LITTLE NIGUEL PS ROOF REPLACEMENT	2012	\$20,000	\$0	\$0	\$0		56%
	7	HIGHLAND PUMP PRESSURE RELIEF TO 650 ZONE		\$75,000	\$0	\$0	\$0		54%
	7	LN REG PARK RW VAULT RECONFIGURATION		\$150,000	\$0	\$0	\$0		54%
	12	PRESSURE REDUCING STATION AT SADDLEBACK RW RES		\$200,000	\$0	\$0	\$0		54%
2012011	7	EASEMENT REHABILITATION PROGRAM - Phase 1	2012	\$7,850,000	\$0	\$0	\$0		52%
	7	EASEMENT REHABILITATION PROGRAM - Phase 2		\$6,000,000	\$0	\$0	\$0		52%
	14	SADDLEBACK PS GENERATOR EMERGENCY CONNECTION		\$60,000	\$0	\$0	\$0		48%
2010001	14	650-ZONE NIGUEL ROAD INTERTIE	2010	\$320,000	\$0	\$0	\$0		46%
2011024	7	DOCUMENT MANAGEMENT	2011	\$389,000	\$110,931	\$0	\$0		46%
	7	PZ450 ALISO CREEK POTABLE LINE RELOCATION		\$300,000	\$0	\$0	\$0		46%
	7	VAULT REMOVAL (11 SITES)		\$610,000	\$0	\$0	\$0		44%
2011026	7	RANCHO UNDERGROUND PWPS REFURBISHM	2011	\$250,000	\$4,815	\$0	\$0		44%
	7	3A ETM SJ CREEK-COUNTY OF ORANGE PHASE VIII		\$900,000	\$0	\$0	\$0		42%
	7	PACIFIC PARK PS PUMP & ENGINE REPLACEMENT		\$600,000	\$0	\$0	\$0		42%
	7	ROLLING HILLS PS ENGINE & PUMP REPLACEMENT		\$675,000	\$0	\$0	\$0		42%
	7	SHEEP HILL PS ENGINE & PUMP REPLACEMENT		\$1,040,000	\$0	\$0	\$0		42%
2012010	7	CVP 16-INCH PW LINE REHABILITATION	2012	\$650,000	\$0	\$0	\$0		42%
	7	BEAR BRAND PS PUMP REPLACEMENT		\$410,000	\$0	\$0	\$0		42%
	7	LITTLE NIGUEL PS PUMP REPLACEMENT		\$250,000	\$0	\$0	\$0		42%
	14	MARGUERITE/OSO CIP TAKEOUT		\$2,500,000	\$0	\$0	\$0		38%
	14	SECURITY ENHANCEMENTS		\$1,000,000	\$0	\$0	\$0		32%

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<b>FUTURE PROJECTS</b>									
2011028	7	VALENCIA LS REFURBISHMENT	2011	\$200,000	\$0	\$0	\$0		20%
2008049	12	SOUTH ORANGE COASTAL OCEAN DESAL	2008	\$700,000	\$690,763	\$0	\$0		on-hold
2010013	12	LA PAZ BRIDGE CROSSING RW PIPELINE	2010	\$435,000	\$56,880	\$0	\$0		on-hold
<b>Subtotal</b>				\$54,851,500	\$873,379	\$1,035,000	\$0		
<b>SOCWA &amp; JRWSS PROJECTS</b>									
									<b>REMAINING BALANCE</b>
JRWSS16	7	SCWD/JRWSS CAPITAL PROJECT	2015	\$13,336,378	\$0	\$1,065,274	\$0		\$1,065,274
SMWD	7	SMWD CAPITAL PROJECTS-JOINT FACILITIES		\$186,000	\$0	\$186,000	\$0		\$186,000
SOCWA124	7	2015/16 SOCWA CAPITAL PC 2(R)	2015	\$14,632,161	\$851,660	\$3,461,955	\$851,660		\$2,610,295
SOCWA125	7	2015/16 SOCWA PC 3A(R)	2015	\$12,335,357	\$202,566	\$1,629,754	\$202,566		\$1,427,188
SOCWA126	7	2015/16 SOCWA PC 5	2015	\$0	\$9,306	\$0	\$9,306		\$0
SOCWA127	7	2015/16 SOCWA CAPITAL PC 15(R)	2015	\$9,829,078	\$0	\$704,615	\$0		\$704,615
SOCWA128	7	2015/16 SOCWA CAPITAL PC 17(R)	2015	\$36,116,121	\$2,004,875	\$8,090,343	\$2,004,875		\$6,085,468
	7	2015/16 SOCWA CAPITAL PC 21	2015	\$0	\$0	\$0	\$0		\$0
	7	2015/16 SOCWA CAPITAL PC 24	2015	\$3,909,923	\$0	\$0	\$0		\$0
SOCWA129	7	2015/16 SOCWA CAPITAL PC OTH	2015	\$0	\$199,131	\$0	\$199,131		\$0
<b>Subtotal</b>				\$90,345,018	\$3,267,538	\$15,137,939	\$3,267,538		\$12,078,838
<b>PROGRAMS</b>									
									<b>REMAINING BALANCE</b>
UP1516RR	7	UNANTICIPATED PROJECTS FUND 7	2015	\$300,000	N/A	\$300,000	\$0		\$300,000
UP1516PC	14	UNANTICIPATED PROJECTS FUND 14	2015	\$150,000	N/A	\$150,000	\$0		\$150,000
	7	PW PROJECTS PER ASSET MANAGEMENT MODEL	2015	\$8,875,000	N/A	N/A	N/A		N/A
	7	RESERVOIR RECOATING PROGRAM	2015	\$4,950,000	N/A	N/A	N/A		N/A
	7	VALVE REPLACEMENT PROGRAM	2015	\$4,500,000	N/A	N/A	N/A		N/A
	12	RECYCLED WATER RETROFITS	2015	\$450,000	N/A	N/A	N/A		N/A
	7	RESERVOIR RECOATING - RW PROGRAM	2015	\$2,648,000	N/A	N/A	N/A		N/A
	7	RW PROJECT PER ASSET MANAGEMENT MODEL	2015	\$7,536,000	N/A	N/A	N/A		N/A
	7	MH REHABILITATION PROGRAM	2015	\$3,150,000	N/A	N/A	N/A		N/A
	7	SEWER LINING PROGRAM	2015	\$2,400,000	N/A	N/A	N/A		N/A
	7	WW PROJECT PER ASSET MANAGEMENT MODEL	2015	\$5,962,000	N/A	N/A	N/A		N/A
<b>Subtotal</b>				\$40,921,000		\$450,000	\$0		\$450,000
<b>TOTAL</b>				\$279,836,226	\$42,842,615	\$46,814,499	\$9,161,929		

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# Moulton Niguel Water District

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** November 16, 2015

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

**SUBJECT:** Quarterly Communications License Program Report

**DIVISION:** District-wide

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### SUMMARY:

Issue: Staff is responsible for administering the Communications License Program per the Communication License Agreement and License Policy adopted by the Board of Directors in March 2012.

Recommendation: This is an information item only.

Fiscal Impact: The Communication License Program has historically generated up to \$1.7 million per year.

### BACKGROUND:

In the 1990s, the Moulton Niguel Water District (District) approved the first communication facility to be constructed at one of the District’s sites. As the communication industry grew, District was approached about use of District sites for cell tower equipment installations. The District developed the Communications License Program (Program) with a primary objective to provide economic benefit to District ratepayers through a monthly lease program. The District’s first responsibility is to provide water and wastewater service to its customers, and development of the Program can not interfere with District’s ability to provide quality service. With those objectives in place, the Board of Directors approved a Communications Lease Agreement and Lease Policy, which was implemented on January 1, 2001, and updated to a Communication License Agreement and License Policy on March 15, 2012.

Since implementation of the Communications Lease Agreement and Lease Policy, the Program has grown to include 56 agreements with various amendments on several of those agreements. These communications facilities are distributed among

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### Quarterly Communications License Program Report

November 16, 2015

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17 District sites. The Program currently generates about \$1.7 million in revenue for District each Fiscal Year.

#### **DISCUSSION:**

During the period covered by this quarterly update (July, August, and September 2015) staff has performed various internal and external activities for the Program:

- Processed new application for 1 site modification.
- Worked with Metro PCS and Nextel on plans to decommission facilities.
- Continued processing 42 existing site modification applications; 7 projects were completed during this reporting period.
- Continued lease amendment negotiations; 3 leases are under amendment negotiations.
- Inspected cell carrier improvements and relocations of equipment at various sites and identified site deficiencies.
- Continued to work with cell carriers to prepare for license renewals. 34 leases expire in late 2015/early 2016. Rather than renew the leases, they will be issued new license agreements. Due to Nextel and Metro PCS decommissioning of their facilities on many sites, it is anticipated that only 28 license agreements will need to be issued late 2015/early 2016.
- Worked with ATS and Best Best & Krieger LLP to draft revisions to the License Agreement template and 2012 Communication Facilities License Program Policies and Procedures.