



# moulton niguel water district

**ENGINEERING & OPERATIONS  
BOARD OF DIRECTORS' MEETING  
MOULTON NIGUEL WATER DISTRICT**

**27500 La Paz Road, Laguna Niguel**

**July 18, 2016**

**8:30 AM**

**Approximate Meeting Time: 2 Hours**

1. CALL MEETING TO ORDER
2. APPROVE THE MINUTES OF THE JUNE 13, 2016 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING
3. PUBLIC COMMENTS  
*Persons wishing to address the Board of Directors on matters not listed on the Agenda may do so at this time. "Request To Be Heard" forms are available at the entrance to the Board Room. Comments are limited to five minutes unless further time is granted by the Presiding Officer. Submit form to the Recording Secretary prior to the beginning of the meeting.*

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

## **DISCUSSION ITEMS**

4. 2016 Public Health Goals Report
5. Aliso Village Recycled Water Extension Construction Contract Award
6. Pressure Reducing Station Relocation Project Construction Contract Award
7. Del Avion Lift Station Auxiliary Generator Replacement Construction Contract Award
8. Amendment No. 5 to Agreement with Environmental Compliance Inspection Services (ECIS) for FOG Inspection Services

## **INFORMATION ITEMS**

9. Baker Water Treatment Plant Project Update
10. Operations Center Consolidation Improvement Project Update
11. Quarterly Construction Progress 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]

### **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).



# moulton niguel water district

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

**June 13, 2016**

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 June 13, 2016. There were present and participating:

**DIRECTORS**

Duane Cave	Director
Scott Colton	Vice President/Chair
Richard Fiore	Director
Donald Froelich	President
Gary Kurtz	Director (via teleconference)
Larry Lizotte	Director
Brian Probolsky	Vice President (arrived at 8:38 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
Tim Bonita	Recording Secretary
Trevor Agrelius	MNWD
Drew Atwater	MNWD
Johnathan Cruz	MNWD
Todd Dmytryshyn	MNWD
Megan Geer	MNWD
Tracy Ingebrigtsen	MNWD
Steve Merk	MNWD

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Todd Novacek	MNWD
Jim Sampson	MNWD
Adrian Tasso	MNWD
Rod Woods	MNWD
Brad Adamske	Smart Utility Systems
Harman Sandhu	Smart Utility Systems
Nate Getz	Xylem
Al Giese	A&Y Company, Inc.

### 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 MAY 16, 2016 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING

*MOTION DULY MADE BY DUANE CAVE AND SECONDED BY DONALD FROELICH, MINUTES OF THE MAY 16, 2016 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING WERE APPROVED AS PRESENTED. A ROLL CALL VOTE WAS TAKEN AND THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, SCOTT COLTON, RICHARD FIORE, DONALD FROELICH, GARY KURTZ, AND LARRY LIZOTTE ALL VOTING 'AYE'. DIRECTOR BRIAN PROBOLSKY WAS ABSENT.*

### 3. PUBLIC COMMENTS

*A moment of silence was held for the families and victims of the Orlando shooting.*

### DISCUSSION ITEMS

#### 5. 2015 Urban Water Management Plan Public Hearing and Adoption

*This item was taken first. Joone Lopez gave a brief introduction of the item. Staff recommends that the Board of Directors adopt the Resolution entitled, "Adopting the 2015 Urban Water Management Plan." Discussion ensued regarding the item.*

#### 6. Water Shortage Contingency Plan Continued Implementation

*This item was continued to the Wednesday, June 15, 2016 Finance and Information Technology Board of Directors meeting.*

#### 7. On-Call Asphalt and Concrete Repair Services

*Marc Serna presented the item. Staff recommends that the Board of Directors authorize the General Manager to execute the On-Call Asphalt and Concrete Repair Agreement with A&Y Company, Inc., for Fiscal Years 16/17 and 17/18, for \$750,000 per year, for a*



*total not-to-exceed agreement amount of \$1,500,000, with the option to renew for an additional one-year term. Discussion ensued regarding the agreement.*

*Brian Probolsky arrived at 8:38 a.m.*

**4. Customer Portal Dashboard Vendor Selection**

*This item was taken after item #7. Drew Atwater gave a brief introduction of the item. Representatives from Smart Utility Services provided information on the software and its capabilities. Staff recommends that the Board of Directors authorize the General Manager to execute an agreement with Smart Utility Systems, for the purchase and installation of the Customer Portal Software Application, in the amount of \$83,800; and authorize the General Manager or designee to approve change orders up to 10% of the contract value. Discussion ensued regarding the agreement and the various aspects of the software.*

**8. Water Softener Rules and Regulations Revisions**

*Prior to consideration of this matter, Legal Counsel stated that Director Colton has disclosed that he has owned a water softener business in the past but has not, and does not, have any financial interest in that business that would have any connection to business or customers in the District's jurisdiction. As a result, Legal Counsel has concluded that Director Colton does not have a disqualifying conflict of interest and would not need to recuse himself from consideration of this agenda item. Marc Serna provided a presentation on water softener rules and regulations. Key topics included background information on water softening, typical water softeners, the water softener process, code statutes and District rules and regulations. Staff recommends that the District's Rules and Regulations for Water and Sewer Services, Sections 5.B.2, 5.J.1.k, and 12, be modified and adopted by the Board as provided herein regarding the use of self-regenerating water softeners. Discussion ensued about the item.*

**9. AlertOC Memorandum of Understanding**

*Todd Novacek presented the AlertOC staff report. Staff recommends that the Board of Directors authorize the General Manager or her designee to execute the AlertOC Memorandum of Understanding.*

**10. Updated Reserve Policy Adoption**

*This item was included on the agenda in case there were any questions regarding the updated Reserve policy. A comprehensive presentation was given at the May 25, 2016 Financial Policies Workshop. There was no discussion on this item. Staff recommends that the Board of Directors approve the updated Reserve Policy.*

**11. Updated Investment Policy Adoption**

*This item was included on the agenda in case there were any questions regarding the updated Investment policy. A comprehensive presentation was given at the May 25, 2016 Financial Policies Workshop. There was no discussion on this item. Staff recommends that the Board of Directors approve the updated Investment Policy.*

**12. Fiscal Year 2016-17 Proposed Budget**

*Staff answered questions regarding the proposed budget. Staff recommends that the Board of Directors approve the resolution entitled, "Approving a Budget Appropriation and Adopting the Operating Budget and Capital Improvement Program Budget for Fiscal Year 2016-17".*

**INFORMATION ITEMS**

**13. Water Usage Update**

*Drew Atwater presented the water usage update. The District's cumulative reduction is currently at 20%.*

**14. Joint Powers Authority Quarterly Update**

*Matt Collings presented the Joint Powers Authority Quarterly Update.*

**15. Baker Water Treatment Plant Project Update**

*Joone Lopez provided a brief update on the item. The project is still expected to be complete by October 2016.*

**16. Operations Center Consolidation Improvement Project Update**

*Matt Collings provided an update on the Operations Center Consolidation Improvement Project. The District is continuing to work with The City of Laguna Hills and our consultants on planning developments.*

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

*None.*

**18. Late Items (Appropriate Findings to be Made)**

*Staff has none.*

**ADJOURNMENT**

*The meeting was adjourned at 10:32 a.m.*

Respectfully submitted,

Tim Bonita  
Recording Secretary

DRAFT





**moulton niguel** water district

**STAFF REPORT**

**TO:** Board of Directors **MEETING DATE:** July 18, 2016  
**FROM:** Marc Serna, Director of Engineering and Operations  
Todd Novacek, Assistant Director of Operations  
**SUBJECT:** 2016 Public Health Goals Report  
**DIVISION:** District-wide

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**SUMMARY:**

Issue: The District has prepared the required report on Public Health Goals for adoption by the Board of Directors

Recommendation: It is recommended that the Board of Directors review the Public Health Goals Report and authorize the setting of a Public Hearing for August 18, 2016 to receive public testimony prior to consideration of approval of the Public Health Goals Report.

Fiscal Impact: None

**BACKGROUND:**

In accordance with the California Health and Safety Code mandate, a Public Health Goal Report is to be prepared every three years. The previous Report was prepared and adopted by the District in 2013. The attached report is intended to provide information to the public in addition to the Annual Water Quality Reports mailed to each customer during the month of June.

The Report compares the District's drinking water quality with Public Health Goals (PHGs) adopted by California Environmental Protection Agency's (EPA) Office of Environmental Health Hazard Assessment (OEHHA) and with maximum contaminant level goals (MCLGs) adopted by the EPA. PHGs and MCLGs are not enforceable standards and no action to meet them is mandated.

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2016 Public Health Goals Report

July 18, 2016

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Our water system complies with all of the health-based drinking water standards and maximum contaminant levels (MCLs) required by the California Department of Health Services and the EPA. No additional actions are recommended.

The law requires that a public hearing be held (which can be part of a regularly scheduled public meeting) for the purpose of accepting and responding to public comments on the report. This public hearing will be scheduled as part of the District's regular board meeting on August 18, 2016, and will be noticed as required for public hearings.

Attachment: Exhibit A - MNWD 2016 Report on Water Quality Relative to Public Health Goals

**MOULTON NIGUEL WATER DISTRICT  
2016 REPORT ON WATER QUALITY RELATIVE TO PUBLIC HEALTH  
GOALS**

Pursuant to SB 1307 (Calderone-Sher; effective 01/01/97) provisions were added to the California Health and Safety Code which mandate that a Public Health Goals report be prepared by July 1, 1998, and every three years thereafter. The report is intended to provide information to the public in addition to the Annual Water Quality Consumer Confidence Reports made public to each customer.

Moulton Niguel Water District's (MNWD) water system complies with all of the health-based drinking water standards and Maximum Contaminant Levels (MCLs) required by the Division of Drinking Water and the Environmental Protection Agency. MNWD is not required to make any changes, and is not proposing to make any changes or modifications that would affect the quality of water delivered to its customers.

**Background:**

Provisions of the California Health and Safety Code specify that water systems larger than 10,000 service connections prepare a special report by July 1, 2016 if their water quality measurements have exceeded any Public Health Goals (PHGs). PHGs are non-enforceable goals established by the California Office of Environmental Health Hazard Assessment (OEHHA). The law also requires that where OEHHA has not adopted a PHG for a constituent, the water suppliers are to use the Maximum Contaminant Level Goals (MCLGs) adopted by the United States Environmental Protection Agency (EPA). Only constituents which have a California primary drinking water standard and for which either a PHG or MCLG has been set are to be addressed.

**What are Public Health Goals (PHGs)?:**

PHGs are established by the OEHHA, which is part of the California Environment Protection Agency, and are based solely on public health risk considerations. None of the practical risk-management factors that are considered by the EPA or the Division of Drinking Water (DDW) in setting drinking water standard MCLs are considered in setting the PHGs. These factors include analytical detection capability, treatment technology available, and the associated benefits and costs of those various treatments. The PHGs are not enforceable and are not required to be met by any public water system. MCLGs are the federal equivalent to PHGs.

**Water Quality Data Considered:**

All of the water quality data collected in MNWD's water system between January 1, 2013 and December 31, 2015 for purposes of determining compliance with drinking water standards was considered. This data was summarized in MNWD's 2013, 2014, and 2015 Annual Water Quality Reports, which were made available to all of our customers during the months of June and July of each year.

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## Best Available Treatment Technology and Cost Estimates:

Both the EPA and DDW have adopted what are known as Best Available Technologies (BATs), which are the best known methods of reducing contaminant levels to the MCLs. Costs can be estimated for such technologies. However, since many PHGs and all MCLGs are set at zero or much lower than the MCL (as is the case with radiologicals), it is not always possible nor feasible to determine what treatment is needed to further reduce a constituent downward to or near the PHGs or MCLGs. In some cases, installing treatment to try and further reduce very low levels of one constituent may have adverse effects on other aspects of water quality or treatment would be cost-prohibitive to tap water consumers.

## Constituents Detected That Exceed a Public Health Goals (PHG) or Maximum Contaminant Level Goals (MCLG):

The water distributed by MNWD during the period met the MCLs for these constituents. During the 2013-2015 period, our supplier detected minor levels of Gross Alpha, Gross Beta, and Uranium radiologicals, Arsenic and naturally occurring Fluoride inorganics, and non-violation Coliform Bacteria, as indicated below:

Parameter	Units	State or Federal MCL	PHG or (MCLG)	Range Average	2013	2014	2015	PHG Report Required
Gross Alpha (particle activity)	pCi/L	15	(0)	Range	ND – 3	ND - 4	ND – 4	<b>YES</b>
				Average	3	ND	ND	
Gross Beta (particle activity)	pCi/L	50	(0)	Range	ND – 4	4 – 6	4 – 6	<b>YES</b>
				Average	ND	5	5	
Uranium (particle activity)	pCi/L	20	0.43	Range	2	2 - 3	2 - 3	<b>YES</b>
				Average	2	3	3	
Arsenic	ppb	10	0.004	Range	2	ND	2.3	<b>YES</b>
				Average	2.0	ND	2.3	
Coliform Bacteria	%	5.0	(0)	Highest Monthly %	.79	.79	.79	<b>YES</b>
Fluoride (naturally occurring)	ppm	2.0	1.0	Range	0.7 – 1.3	ND	ND	<b>YES</b>
				Average	.08	ND	ND	

pCi/L = picocuries per liter

ppb = parts per billion

ND = Not Detected



The following is an explanation of constituents that were detected in one or more of our drinking water sources at levels above the PHGs, or if no PHGs, above the MCLGs.

**Gross Alpha (particle activity):**

Although other health impacts are possible, cancer has been recognized as the major health effect of most studied radionuclides. Moreover, risk assessment procedures to estimate the cancer risk from radionuclides have been well developed. Thus cancer is the principal endpoint that will be used to evaluate the health risk from alpha particle emitters present discussion.

**Gross Beta (particle activity):**

Although other health impacts are possible, cancer has been recognized as the major health effect of most studied radionuclides. Moreover, risk assessment procedures to estimate the cancer risk from radionuclides have been well developed. Thus, cancer is the principal endpoint that will be used to evaluate the health risk from beta particle/photon emitters. Cancer risk estimates for exposure to beta/photon radioactivity vary with particle energy and how certain organs handle that energy. Therefore, risk-based health protective values vary for the different beta/photon emitting isotopes.

**Uranium (particle activity):**

A PHG has been developed for uranium in drinking water based on its radioactivity. All isotopes of uranium are radioactive and the total radioactivity depends on the ratio of isotopes. The ionizing radiation from uranium is considered to be inherently carcinogenic. The PHG for uranium is based on the EPA's latest cancer risk calculations for uranium exposure (EPA, 1999), and recent data on ratio of uranium isotopes in California drinking water (Wong et al., 1999), from which is calculated the uranium specific activity of 0.79 pCi/μg (radioactivity output per mass unit). The resulting PHG of 0.5 ppb (0.43 pCi/L) developed for natural uranium in drinking water is based on a *de minimis* 10<sup>-6</sup> lifetime cancer risk for exposure to ionizing radiation. OEHHA considers cancer risks below the *de minimis* one in a million theoretical risk to be negligible.

Uranium is a naturally occurring radioactive element that is ubiquitous in the earth's crust. Uranium is found in ground and surface waters due to its natural occurrence in geological formations. Uranium occurs as a trace element in many types of rocks. Because its abundance in geological formations varies from place to place, uranium is a highly variable source of contamination in drinking water.

The EPA has established a MCL for natural uranium of 30 μg/L (ppb), based on a cost-benefit analysis (EPA, 2000). The MCLG is zero. The State of California has an MCL for uranium of 20 pCi/L based on earlier studies of toxicity to the kidney in rabbits.

**Arsenic:**

Arsenic is a naturally occurring element in the earth's crust and is very widely distributed in the environment. All humans are exposed to microgram quantities of arsenic (inorganic and organic) largely from food (25 to 50 μg/day) and to a lesser degree from drinking water and air. Some edible

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seafood may contain higher concentrations of arsenic, which is predominantly in less acutely toxic organic forms.

The EPA's final rule on arsenic in drinking water (EPA, 2001) developed an MCLG of zero. The MCLG is the functional equivalent of the California PHG for drinking water. The EPA also established a national primary drinking water regulation or MCL for arsenic of 10 ppb. EPA's upper bound (90th percentile) estimates of lifetime cancer risk at 10 ppb ranged up to 6.1 in 10,000. This federal regulation did not become fully effective until 2006. In California, the MCL for arsenic will be determined by the Department of Health Services to be as close to the PHG as possible considering other factors such as cost and analytical feasibility. The EPA's final rule on arsenic in drinking water (EPA, 2001) established an MCL of 10 ppb and a MCLG of zero.

### **Coliform Bacteria:**

The following discussion relates to the detection within the water system of coliform bacteria above the MCLG for coliform. MNWD collects between 124-155 samples each month for coliform bacteria analysis. Occasionally, a sample was found to be positive for coliform bacteria, but re-test samples were negative and follow up actions were taken. A maximum of .79% of these samples was positive in any given month during the reporting period. The MCL for coliform is 5.0% positive samples of all samples analyzed per month and the MCLG is zero. MNWD complies with the requirements set by the EPA.

The reason for the coliform drinking water standard is to minimize the possibility of the water containing pathogens, which are organisms that cause waterborne disease. Because coliform is only a surrogate indicator of potential presence of pathogens, it is not possible to estimate a specific numerical health risk.

While EPA normally sets MCLGs "at a level where no known or anticipated adverse effects on persons would occur," they indicate they cannot do so with coliforms. Coliform bacteria are indicator organisms that are ubiquitous in nature and are not generally considered harmful. They are used because of the ease in monitoring and analysis. If a positive sample is found, it indicates a potential problem that needs to be investigated and follow up sampling must be performed. It is not unusual for a system to have an occasional positive sample. It is difficult, if not impossible, to assure that a system will never get a positive coliform sample.

Chloramines are added as a disinfectant to the water to ensure that the water is microbiologically safe. The chloramines residual levels are carefully controlled to provide optimum health protection without causing the water to have undesirable taste and odor, or increasing the disinfection by-product levels. This careful balance of treatment processes is essential to continue supplying our customers with safe drinking water.

Other equally important measures that MNWD has implemented include an effective cross-connection control program, maintenance of a disinfectant residual throughout our system, an effective monitoring and surveillance program and maintaining positive pressures in our distribution system. MNWD has installed disinfection residual systems at all of its reservoir sites. These systems help maintain higher disinfectant residuals throughout the entire distribution system. The total capital cost of

installing these systems was approximately \$2.6 million dollars. MNWD's annual operating cost for providing this best available treatment technology is approximately \$150,000 dollars.

MNWD's system has already taken all of the steps described by DDW as "best available technology" for coliform bacteria.

**Fluoride Naturally-Occurring:**

Fluoride is a naturally occurring element that is used as a water additive for dental health. In this case, fluoride also appears in drinking water through the erosion of natural deposits. Some people who drink fluoride over the MCL for many years may get bone disease and children who drink water containing fluoride over the MCL may develop mottled teeth.

A PHG of 1 ppm is developed for fluoride in drinking water. This level is intended to be an approximate year round average. This level is judged to be the optimum level for reducing the prevalence of dental fluorosis while providing protection against dental caries.

**Recommendations:**

The drinking water quality of the Moulton Niguel Water District meets or exceeds all State of California Department of Public Health and United States Environmental Protection Agency drinking water standards set to protect public health. Additional costly treatment processes would be required to further reduce the levels of the constituents identified in this report that are already significantly below the health-based Maximum Contaminant Levels established to provide "safe drinking water." The effectiveness of the treatment processes to provide any significant reductions in constituent levels at these already low values is uncertain. The health protection benefits of these further hypothetical reductions are not at all clear and may not be quantifiable. Therefore, MNWD is not proposing any further action to implement additional water treatment processes. MNWD will continue to monitor and test drinking water on a weekly basis to ensure all water quality standards are met and to assess the performance of current treatment processes to continue to provide high-level water quality for the future.





**moulton niguel** water district

**STAFF REPORT**

**TO:** Board of Directors                      **MEETING DATE:** July 18, 2016

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

**SUBJECT:** Aliso Village Recycled Water Extension Construction Contract Award

**DIVISION:** 5

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**SUMMARY:**

Issue: Board action is required for the Notice Inviting Sealed Proposals (Bids) for the Aliso Village Recycled Water Extension, Project No. 2014.010.

Recommendation: It is recommended that the Board of Directors award the construction services contract to Paulus Engineering, Inc. in the amount of \$79,250; 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. 2014.010 is budgeted in Fund 12, Water Supply Reliability with a current project budget of \$230,000.

**BACKGROUND:**

The District is continuously evaluating irrigation sites for conversion to recycled water. When viable sites are identified, recycled water services are installed and potable water services are abandoned. The Aliso Village Recycled Water Extension Project was originally identified as a part of the 2014-15 Recycled Water Retrofits project. It involves constructing approximately 300 feet of 6-inch diameter recycled water pipeline to the Aliso Village Shopping Center in Laguna Niguel. In addition, two 2-inch recycled water services will be installed to provide recycled water to the Center. The 6-inch diameter recycled water line will be constructed immediately west of the La Paz Sports Park from the District’s 16-inch diameter recycled water pipeline that travels through the Laguna Niguel Regional Park. This project required an easement from the City of

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## Aliso Village Recycled Water Extension Construction Contract Award

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Laguna Niguel and close coordination with the County. Construction documents were prepared by Tetra Tech, Inc. utilizing the On-Call Engineering Services Agreement.

**DISCUSSION:**

A request for bids was issued to six qualified construction contractors. The District received six sealed bids for the subject contract on June 16, 2016. The table below summarizes the received bids:

<b>Firm</b>	<b>Bid</b>
Paulus Engineering, Inc.	\$79,250
Shoffeitt Pipeline, Inc.	\$86,500
Ferreira Construction Co., Inc.	\$92,100
GCI Construction, Inc.	\$95,700
T.E. Roberts, Inc.	\$102,500
Kennedy Pipeline Construction	\$102,594
<b>Engineer's Estimate</b>	<b>\$100,000</b>

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

**SUMMARY OF PROJECT BUDGET:**

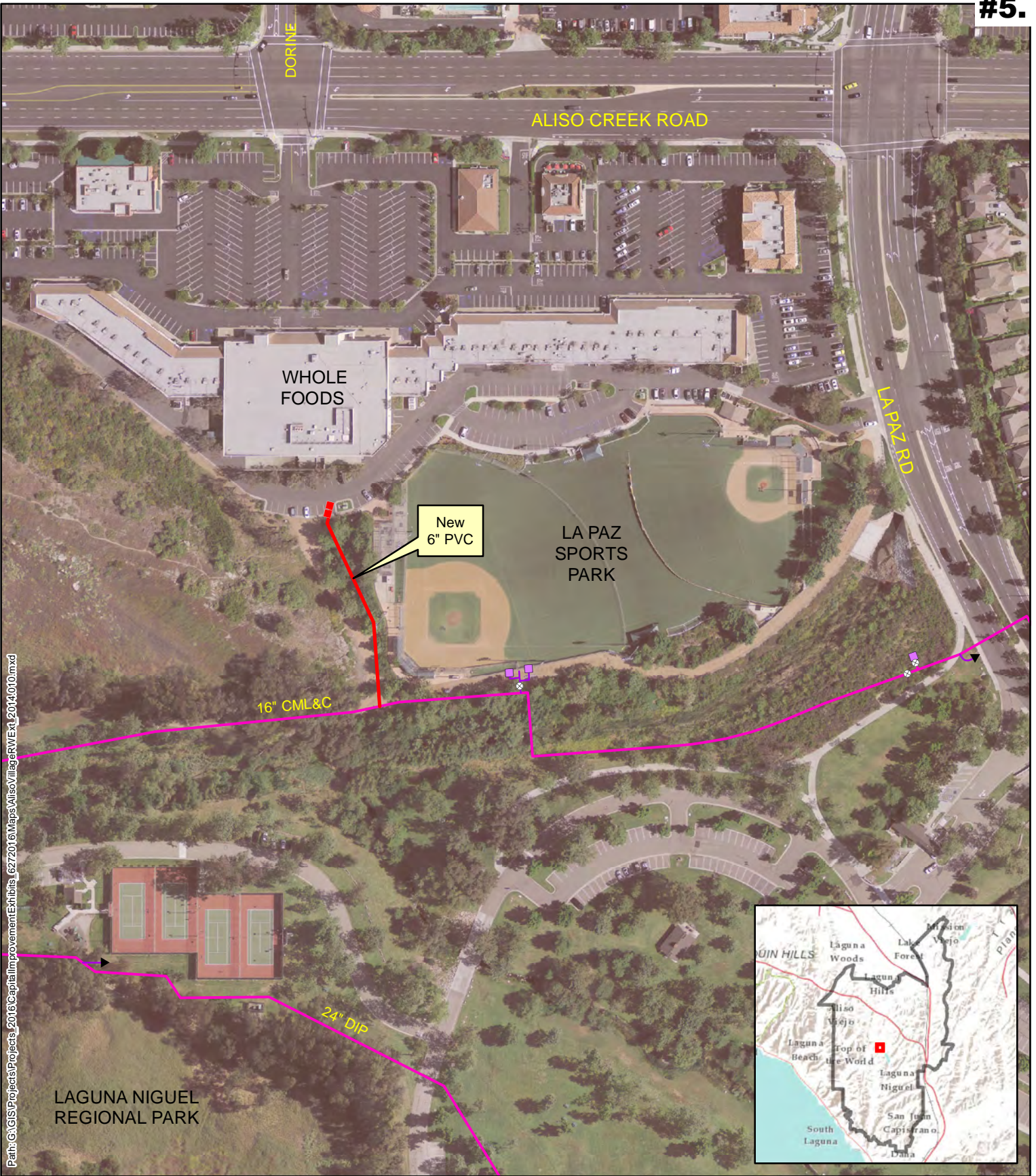
	<b>Project Budget</b>	<b>Proposed / Approved Contract</b>	<b>Proposed / Authorized Contingency</b>	<b>Total Proposed / Authorized Amount</b>
<b>Project Items</b>				
Previous FY 2014-15 Retrofits	\$97,000*	\$97,000	\$0	\$97,000
Engineering	\$29,000*	\$29,000	\$0	\$29,000
Geotechnical	\$6,000	\$6,000	\$0	\$6,000
Construction	\$90,000	\$79,250	\$7,925	\$87,175
Legal, Permits, District Labor	\$8,000	\$8,000	\$0	\$8,000
<b>Totals</b>	<b>\$230,000</b>	<b>\$219,250</b>	<b>\$7,925</b>	<b>\$227,175</b>

\*All has been expended

 Currently Proposed Amount

Attachment: Exhibit A – Location Map

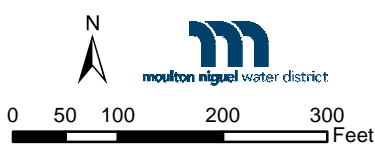




Path: C:\GIS\Projects\Projects\_2014\CapitalImprovement\Exhibits\_6272016\Maps\AlisoVillageRWE\EXL\_2014.010.mxd



- Proposed Meters
- Proposed Recycled Pipeline Extension
- Existing Recycled Mainline



Scale = 1:2,200

**Exhibit "A" Location Map**  
**Aliso Village**  
**Recycled Water Extension**  
**Contract No. 2014.010**







**moulton niguel** water district

**STAFF REPORT**

**TO:** Board of Directors                      **MEETING DATE:** July 18, 2016

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

**SUBJECT:** Pressure Reducing Station Relocation Project Construction  
Contract Award

**DIVISION:** 3

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**SUMMARY:**

Issue: Board action is required for the Notice Inviting Sealed Proposals (Bids) for the Pressure Reducing Station Relocations, Project Nos. 2011.010, 2011.012, and 2011.015.

Recommendation: It is recommended that the Board of Directors award the construction services contract to Ferreira Construction Co., Inc. in the amount of \$788,863; 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 Nos. 2011.010, 2011.012, and 2011.015 are budgeted in Fund 7, Replacement and Refurbishment, each with a current project budget of \$460,000 for a total of \$1,380,000.

**BACKGROUND:**

This project encompasses the relocation of three existing pressure reducing stations (PRS). The Hillary, Largo, and Wilkes PRS were constructed in the mid-1970s to accommodate growth in the Laguna Hills area. The PRS are currently located northwest of the intersection of Alicia Parkway and Paseo de Valencia in public residential streets with limited space for adequate access. Their locations and designs make them challenging to access and properly maintain. In addition, mechanical equipment within the vaults are old and spare parts are difficult to locate. Each facility was redesigned to current District standards and relocated out of the traveled roadway to allow for staff to perform maintenance functions inside. This

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### Pressure Reducing Station Relocation Project Construction Contract Award

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required two easements from the City of Laguna Hills and one easement from the Saddleback Valley Unified School District. All easements have now been approved and recorded.

Construction documents for the PRS facility improvements were prepared by Tetra Tech, Inc. Construction work will include abandonment of the existing vaults, construction of new PRS vaults, and construction of required connection piping, appurtenances, and paving.

#### **DISCUSSION:**

A request for bids was issued to six qualified construction contractors. The District received six sealed bids for the subject contract on June 21, 2016. The table below summarizes the received bids:

<b>Firm</b>	<b>Bid</b>
Ferreira Construction Co., Inc.	\$788,863
GCI Construction, Inc.	\$827,143
Paulus Engineering, Inc.	\$850,758
Kennedy Pipeline Construction	\$981,480
T.E. Roberts, Inc.	\$1,028,800
Shoffeitt Pipeline, Inc.	\$1,054,418
Engineer's Estimate	<b>\$880,000</b>

Staff has determined that the lowest responsible and responsive bidder was 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.

Pressure Reducing Station Relocation Project Construction Contract Award

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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>				
Design Engineering	\$115,000*	\$115,000	\$0	\$115,000
Geotechnical	\$25,000	\$25,000	\$0	\$25,000
Construction	\$1,195,000	\$788,863	\$78,886	\$867,749
Construction Engineering	\$25,000	\$25,000	\$0	\$25,000
Legal, Permits, District Labor	\$20,000	\$20,000	\$0	\$20,000
<b>Totals</b>	<b>\$1,380,000</b>	<b>\$973,863</b>	<b>\$78,886</b>	<b>\$1,052,749</b>

\*All has been expended

 Currently Proposed Amount

Attachment: Exhibit A – Location Map





STOCKPORT  
(WILKES)  
PRS

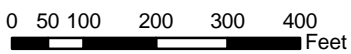
BARENTS  
(HILLARY)  
PRS

LARGO  
PRS

Path: G:\GIS\Projects\2016\CapitalImprovement\Exhibits\_6272016\Maps\2011\_IPRS\_Relocations.mxd



Pressure Reducing Station  
(PRS) Locations



Scale = 1:3,200

Exhibit "A" Location Map  
PRS Relocation Project  
Contract Nos. 2011.010,  
2011.012 & 2011.015







**moulton niguel** water district

STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** July 18, 2016

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

**SUBJECT:** Del Avion Lift Station Auxiliary Generator Replacement  
 Construction Contract Award

**DIVISION:** 4

**SUMMARY:**

Issue: Board action is required for the Notice Inviting Sealed Proposals (Bids) for the Del Avion Lift Station Auxiliary Generator Replacement, Project No. 2014.002.

Recommendation: It is recommended that the Board of Directors award the construction services contract to Pacific Hydrotech Corporation in the amount of \$441,900; 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. 2014.002 is budgeted in Fund 7, Rehabilitation and Replacement with a current project budget of \$630,000.

**BACKGROUND:**

The Del Avion Lift Station was originally constructed in 1991. The facility is located near the intersection of Camino Del Avion and Niguel Road in the City of Laguna Niguel. The Del Avion Lift Station pumps wastewater from the southernmost part of the District to either the Upper Salada or Lower Salada Lift Stations and eventually to the Joint Regional Treatment Plant. The facility is currently equipped with a natural gas-propane dual-fuel auxiliary generator that is used to provide backup power to the facility in the event of a loss of utility power. The existing auxiliary generator has reached the end of its useful life and has been scheduled for replacement. This project proposes to replace the existing auxiliary generator with a new diesel auxiliary generator.

# #7.

## Del Avion Lift Station Auxiliary Generator Replacement Construction Contract Award

July 18, 2016

Page 2 of 2

Construction documents for the Del Avion Lift Station Auxiliary Generator Replacement project were prepared by Lee & Ro, Inc. utilizing the On-Call Engineering Services agreement. The work generally includes replacement of the auxiliary generator, fuel storage tank, fuel piping, ventilation improvements, receptacle for connecting to the District's mobile generator, and associated electrical work.

### **DISCUSSION:**

A request for bids was issued to five qualified construction contractors. The District received four sealed bids for the subject contract on June 28, 2016. The table below summarizes the bids received:

<b>Firm</b>	<b>Bid</b>
Pacific Hydrotech Corporation	\$441,900
Pascal & Ludwig Constructors	\$480,400
RC Foster Corporation	\$553,500
Schuler Constructors, Inc.	\$611,000
<b>Engineer's Estimate</b>	<b>\$502,336</b>

Staff has determined that the lowest responsible and responsive bidder was Pacific Hydrotech Corporation. Staff has completed its review of the contract documents and has determined that they are in order. Pacific Hydrotech Corporation is well-qualified to perform this type of work.

### **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	\$75,000*	\$75,000	\$0	\$75,000
Construction	\$540,000	\$441,900	\$44,190	\$486,090
Legal, Permits, District Labor	\$15,000*	\$15,000	\$0	\$15,000
<b>Totals</b>	<b>\$630,000</b>	<b>\$531,900</b>	<b>\$44,190</b>	<b>\$576,090</b>

\*\$56,734 has been expended to date.

 Currently Proposed Amount

Attachment: Exhibit A – Location Map

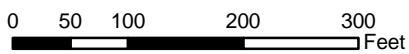




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Site



Scale = 1:2,000

**Exhibit "A" Location Map**  
**Del Avion Lift Station**  
**Auxillary Generator Replacement**  
**Contract No. 2014.002**







# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** July 18, 2016

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

**SUBJECT:** Amendment No. 5 to Agreement with Environmental Compliance Inspection Services (ECIS) for FOG Inspection Services

**DIVISION:** District-wide

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### SUMMARY:

Issue: Staff requests an amendment to the Agreement with Environmental Compliance Inspection Services (ECIS) for Grease Control Device and Best Management Practice Inspection Services.

Recommendation: It is recommended that the Board of Directors authorize the General Manager to execute Amendment No. 5 to the Agreement with ECIS for an amount not-to-exceed \$130,000 for Fiscal Year (FY) 2016-17.

Fiscal Impact: Sufficient funds have been budgeted in the FY 2016-17 operating budget for the proposed Agreement.

### BACKGROUND:

The District's Sewer System Management Plan (SSMP) was adopted in 2010 as required by the State Water Resources Control Board. It requires the District to perform monthly inspections of approximately 300 grease control devices. Additionally, the Fats, Oils, and Grease (FOG) Program requires the District to perform bi-annual inspections of approximately 430 food service establishments within the District, to review compliance with kitchen Best Management Practices (BMP). These services are critical to protect the District's wastewater collection system from potential blockages by ensuring appropriate grease protection measures are in place at food service establishments.

Per the District's FOG Program Policy, food service establishments pay an annual permit fee as part of their permit renewal to offset a portion of the implementation

## #8.

### Agreement with Environmental Compliance Inspection Services (ECIS) for FOG Inspection Services

July 18, 2016

Page 2 of 2

costs of the FOG Program. As of July 1<sup>st</sup>, the District has collected \$38,080 in permit fees for the Permit Year May 1 2016 – April 30, 2017.

#### **DISCUSSION:**

At the beginning of Fiscal Year 2010-11, the District contracted with ECIS to provide FOG Program inspection services. ECIS has developed extensive experience implementing inspection services for the District and the surrounding communities. ECIS also contracts with various other local agencies, including South Coast Water District, and City of Laguna Beach, among others.

The FOG Program inspection services contract requires a qualified firm that has expertise in grease control device requirements and BMP's, a well-developed reputation with the District's existing restaurants, and the ability to represent the District in a professional and courteous manner while remaining steadfast in execution of District Policy. ECIS has continued to demonstrate its capability in representing the District appropriately.

Through the FOG Program Inspection Services, ECIS provides the District with monthly grease interceptor inspection, bi-annual kitchen inspection at each of the District's 400+ restaurants to check for proper posters, employee training and other documentation required by the District's FOG policy, design and maintenance of a database of all grease dischargers within the District's service area, handling of all Notices of Noncompliance and consequent tracking, cooperation with City & Health Department personnel, inspections of all installations of grease interceptors, and providing restaurant owners and managers with BMP information.

District staff requested a proposal from ECIS to provide the necessary services for FY 2016-17. ECIS proposes to allocate \$87,420 per year for Grease Control Device Inspections and \$23,800 per year for Grease BMP Inspections for a total fiscal year commitment of \$111,220. As these numbers are based on level-of-effort estimates, staff proposes to establish a not-to-exceed contract for \$130,000 for FY2016-17 in order to cover any increase in food service establishments, and level-of-effort needed. This represents a decrease from contract amounts in prior years, based upon historical level-of-effort required. Staff is recommending a new one-year contract with ECIS be established to maintain FOG Program continuity and meet all District's updated contractual terms and conditions.

FOG Program Inspection Services is funded through the Operating Budget. ECIS's fees have remained consistent and competitive and are based on the number of inspections required to review all grease control devices and each food service establishment.

Attachment:

1. Amendment No. 5 to the Agreement for Services FY 2016-17
2. Original Agreement and Amendments No. 1 – 4.

**AMENDMENT NO. 5 TO THE CONSULTING SERVICES AGREEMENT  
BETWEEN MOULTON NIGUEL WATER DISTRICT AND  
ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES RE:  
ANNUAL GREASE CONTROL DEVICE INSPECTION AND GREASE BMP INSPECTIONS FY2016-  
17; CONTRACT NO. OM12-13.013**

This Amendment No. 5 (this "Amendment") is entered into and effective as of August 1, 2016, amending the Consulting Services Agreement, dated August 12, 2012, as amended (the "Agreement") by and between the Moulton Niguel Water District ("MNWD"), and Environmental Compliance Inspection Services (ECIS) ("Consultant") (collectively, the "Parties") for furnishing and performance of grease control and grease best management practices inspection services.

**RECITALS**

A. WHEREAS, on July 1, 2016, the Parties executed Amendment No. 4 to extend the Agreement through July 31, 2016.

B. WHEREAS, MNWD desires to extend the Agreement through the end of Fiscal Year 2016-17 with an expenditure amount of \$130,000, for an overall Agreement total of \$688,000.

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

1. The Agreement term is hereby extended through June 30, 2017.
2. MNWD will pay Consultant for all services performed in Fiscal Year 2016-17 pursuant to this Amendment, a not-to-exceed amount of one hundred thirty thousand dollars (\$130,000) in accordance with the payment terms of the Agreement.
3. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and previous amendments and this Amendment, the terms of this Amendment shall control.
4. 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.
5. 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.

ENVIRONMENTAL COMPLIANCE  
INSPECTION SERVICES

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

Name: \_\_\_\_\_

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

MOULTON NIGUEL WATER DISTRICT

By: \_\_\_\_\_  
General Manager

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



**AGREEMENT FOR CONSULTING SERVICES BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND ENVIRONMENTAL COMPLIANCE  
INSPECTION SERVICES (ECIS)  
MNWD PROJECT: ANNUAL GREASE CONTROL DEVICE INSPECTION AND  
GREASE BMP INSPECTIONS**

THIS AGREEMENT (the "Agreement") is dated as of August 10 2012, by and between ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES (ECIS) 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 services for **ANNUAL GREASE CONTROL DEVICE INSPECTION AND GREASE BMP INSPECTIONS** (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, 2013**. CONSULTANT further agrees to complete all other work within the time periods set forth in the Scope of Work.

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

## #8.

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 Jon Kinley.

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 work provided for in this Agreement and shall become MNWD's property upon receipt.

All 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 with a not-to-exceed maximum amount of **One Hundred Thirty Eight Thousand Dollars (\$138,000)** (which maximum amount is inclusive of 'labor costs' and 'direct costs', as further discussed below). The breakdown of the fee and costs for the work is attached hereto as Exhibit C which is incorporated herein. Compensation shall be as per proposal on a monthly basis per units inspected.

### **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 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 3.3 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 property owners, 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 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 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

## #8.

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 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.

## #8.

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: Jon Kinley  
ECIS  
26 Dauphin  
Dana Point, CA 92629

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 10<sup>th</sup> day of August, 2012

Moulton Niguel Water District

By:   
Matt T. Collings, P.E. Josue Lopez  
Director of Engineering & Operations  
General Manager

CONSULTANT – ECIS

By:   
Title: President

**#8.**

**EXHIBIT A**  
**SCOPE OF WORK**

## Scope of Work

### **Grease Best Management Practices (BMP) Inspection Program**

Inspect all establishments within the MNWD sewer service area to monitor compliance or non-compliance with the existing MNWD Sewer Ordinance and all Grease Best Management Practices/Food Service Establishment (FSE) Permit Program requirements.

Inspect all grease producing establishments twice per year. All FSE's, with the exception of the red colored FSE's on the database, will be inspected twice, once for the initial inspection and the delivering of the MNWD-GBMP requirements (Permit application-poster-binder etc.), and the return compliance determination inspection.

Visit all non- or minor grease producing FSE's, (red on database) only once to ensure they have received all MNWD Grease BMP Program requirements along with the permit application. Because these FSE's generate little to no grease (Starbucks-Ice-Cream shops etc.) they will only be visited once per year.

Inspections will include the following: (1) Removal of Garbage Grinder (2) Inspect Grease Collection Maintenance logs, and Employee Training logs (3) Inspect for installation and maintenance of all Drain Screens (4) Inspect to ensure Food Waste BMP's are followed (5) Inspect to ensure Dry Wiping BMP is followed (6) Inspect for Emergency Spill Materials or Spill Response Kit (7) Inspect to ensure Grease BMP poster(s) are located in approved areas.

### **Grease Interceptor Inspection**

**INSPECTION FREQUENCY:** Monthly inspections of all Gravity Grease Interceptors (GGI) and Hydro-Mechanical Grease Interceptors (HGI) within MNWD sewer service area.

**INSPECTION PROCEDURES:** Perform the following minimum at all inspections:

1. Contact customer.
2. Determine capacity and condition of GGI/HGI and record results.
3. Observe recent pumping manifests and or receipts-record on database.
4. Inform customer of all results and/or actions.
5. Issuance and follow up of notice of non-compliance (NON-) if necessary.

## #8.

**DATABASE:** Gather, maintain, and provide a complete Excel database of all FSE's which do and/or do not discharge wastewater containing fats, oil or grease (FOG) into the sewer collection system. This database will include, but is not limited to, the following information:

1. Name-location of establishment.
2. Property owner, manager, contacts person name(s), and phone number(s).
3. GGI / HGI location, number of inspection points, and volume in gallons/Lbs.
4. Date of inspection, most recent pumping date, and condition of device.
5. Waste hauler names.
6. NON issuance date(s) recheck dates, and results as well as any/all relevant information.
7. FSE's payment of fees



**EXHIBIT B**

**LIST OF SUBCONSULTANTS**

**NONE**

**#8.**

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

## **BREAKDOWN OF COSTS**

### **Monthly Grease Control Device Inspections (GCDI)**

**GCDI FEE:** ECIS proposes to charge MNWD at a rate of fifteen (15) dollars per inspection point. An inspection point is defined as any opening into the device, designed for providing access to or obtaining a sample(s).

### **GREASE BMP INSPECTIONS PROGRAM**

ECIS proposes to charge MNWD a fee of forty (40) dollars for all initial and return inspections due to non-compliance.

**#8.**

**EXHIBIT D**  
**SCHEDULE OF CONSULTING FEES**

**NONE**

AMENDMENT NO. 1 TO EXTEND AND FUND THE CONSULTING SERVICES AGREEMENT  
BETWEEN MOULTON NIGUEL WATER DISTRICT  
AND  
ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES (ECIS)  
FOR  
ANNUAL GREASE CONTROL DEVICE INSPECTION AND GREASE BMP INSPECTIONS  
FOR FY2013-14

This Amendment No. 1 is entered into and effective as of the 20<sup>th</sup> day of August, 2013, amending the Consulting Services Agreement dated August 12, 2012 (the "Agreement") by and between the Moulton Niguel Water District, a California Water District ("MNWD"), and Environmental Compliance Inspection Services (ECIS) ("Consultant") (collectively, the "Parties") for furnishing and performance of grease control and grease BMP inspection services.

**RECITALS**

A. On August 12, 2012, the Parties entered into the Agreement for annual grease control and grease BMP inspection services to be performed during Fiscal Year (FY) 2012-13 through June 30, 2013 for a not-to-exceed amount of \$138,000.00; and

B. The Parties desire to extend and fund the agreement until June 30, 2014 for an additional not-to-exceed amount of one hundred forty thousand dollars (\$140,000.00) for an agreement total of two hundred seventy seven thousand eighty five dollars (\$277,085.00).

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

1. In order to continue the service in the scope of work of the Agreement, as may have been amended from time to time, the Parties agree, with this Amendment, that the total Agreement amount shall not exceed two hundred seventy seven thousand eighty five dollars (\$277,085.00).

2. MNWD will pay the Consultant for all work associated with those services on a time and materials basis not-to-exceed one hundred forty thousand dollars (\$140,000.00) for this Amendment for FY2013-14. 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 for this Amendment by June 30, 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 Consultant pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

SIGNATURE PAGE FOLLOWS

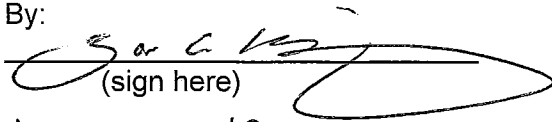
**#8.**

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 Consultant to the terms and conditions of this Amendment.

CONSULTANT  
ECIS

MOULTON NIGUEL WATER  
DISTRICT, a California Water District

By:

  
(sign here)

Jon C. Kinley / President  
(print name/title)

jkinley@ecisglobal.com  
(e-mail address)

By:

  
General Manager

**AMENDMENT NO. 2 TO EXTEND THE CONSULTING SERVICES AGREEMENT  
BETWEEN MOULTON NIGUEL WATER DISTRICT AND  
ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES RE:  
ANNUAL GREASE CONTROL DEVICE INSPECTION AND GREASE BMP INSPECTIONS  
FY2014-15; CONTRACT NO. OM12-13.013**

This Amendment No. 2 (this "Amendment") is entered into and effective as of JULY 21, 2014, 2014, amending the Consulting Services Agreement, dated August 12, 2012, as amended (the "Agreement") by and between the Moulton Niguel Water District ("MNWD"), and Environmental Compliance Inspection Services (ECIS) ("Consultant") (collectively, the "Parties") for furnishing and performance of grease control and grease best management practices inspection services.

**RECITALS**

A. On August 20, 2013, the Parties executed Amendment No. 1 to extend the Agreement through June 30, 2014 and increase the contract amount by \$140,000 for a not-to-exceed agreement total of \$278,000.

MNWD desires to extend the Agreement for an additional one (1) year term with a 2014-15 expenditure amount of \$140,000, for an overall Agreement total of \$418,000.

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

1. The Agreement term is hereby extended through June 30, 2015.
2. MNWD will pay Consultant for all services performed in Fiscal Year 2014-15 pursuant to this Amendment, a not-to-exceed amount of one hundred forty thousand dollars (\$140,000) in accordance with the payment terms of the Agreement.
3. Upon the expiration of this Amendment, MNWD shall have the option to renew the Agreement for an additional one (1) year term through June 30, 2016, at the same pricing as listed in this Amendment. An extension will be based upon a satisfactory review of Consultant's performance, District's needs, and appropriation of funds by the District Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.
4. Consultant will complete all work for this Amendment by June 30, 2015.
5. 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.
6. 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.

#8.

7. 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.

ENVIRONMENTAL COMPLIANCE  
INSPECTION SERVICE

MOULTON NIGUEL WATER  
DISTRICT, a California Water District

By:  7-27-14

By: 

(sign here)

General Manager

Jon C. Kinley / President  
(print name/title)

JKinley@ecisglobal.com  
(e-mail address)





## MEMORANDUM

Date: July 29, 2014

From: Megan Geer

Subj: Amendment for Signature

To: Joone Lopez

---

Attached are originals of the following amendment for your signature:

	<b>Contractor/Vendor</b>	<b>Project</b>	<b>Amount</b>	<b>RFP/Bid</b>	<b>Board Approved</b>
1	ECIS	FOG Inspection Services	\$140,000	No	Approved by Board: July 2014

Please sign both originals of the amendment where indicated and return to my attention.

Thank you for your assistance!

Enclosures

**AMENDMENT NO. 3 TO EXTEND THE CONSULTING SERVICES AGREEMENT  
BETWEEN MOULTON NIGUEL WATER DISTRICT AND  
ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES RE:  
ANNUAL GREASE CONTROL DEVICE INSPECTION AND GREASE BMP INSPECTIONS FY2015-  
16; CONTRACT NO. OM12-13.013**

This Amendment No. 3 (this "Amendment") is entered into and effective as of July 1, 2015, amending the Consulting Services Agreement, dated August 12, 2012, as amended (the "Agreement") by and between the Moulton Niguel Water District ("MNWD"), and Environmental Compliance Inspection Services (ECIS) ("Consultant") (collectively, the "Parties") for furnishing and performance of grease control and grease best management practices inspection services.

**RECITALS**

A. On July 29, 2014, the Parties executed Amendment No. 2 to extend the Agreement through June 30, 2015 and increase the contract amount by \$140,000 for a not-to-exceed agreement total of \$418,000.

B. MNWD desires to extend the Agreement for an additional one (1) year term with a 2015-16 expenditure amount of \$140,000, for an overall Agreement total of \$558,000.

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

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

2. MNWD will pay Consultant for all services performed in Fiscal Year 2015-16 pursuant to this Amendment, a not-to-exceed amount of one hundred forty thousand dollars (\$140,000) in accordance with the payment terms of the Agreement.

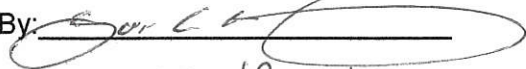
3. Consultant will complete all work for this Amendment by June 30, 2016.

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, the terms of this Amendment 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. 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.

ENVIRONMENTAL COMPLIANCE  
INSPECTION SERVICES

By:   
Jon C. Kinley / President  
(print name/title)

MOULTON NIGUEL WATER DISTRICT

By:   
General Manager

**AMENDMENT NO. 4 TO THE CONSULTING SERVICES AGREEMENT  
BETWEEN MOULTON NIGUEL WATER DISTRICT AND  
ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES RE:  
ANNUAL GREASE CONTROL DEVICE INSPECTION AND GREASE BMP INSPECTIONS  
CONTRACT NO. OM12-13.013**

This Amendment No. 4 (this "Amendment") is entered into and effective as of July 1, 2016, amending the Consulting Services Agreement, dated August 12, 2012, as amended (the "Agreement") by and between the Moulton Niguel Water District ("MNWD"), and Environmental Compliance Inspection Services (ECIS) ("Consultant") (collectively, the "Parties") for furnishing and performance of grease control and grease best management practices inspection services.

**RECITALS**

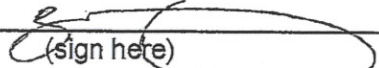
A. WHEREAS, on July 1, 2015, the Parties executed Amendment No. 3 to extend the Agreement through June 30, 2016; and

B. WHEREAS, the parties desire to extend the Agreement for an additional one (1) month term.

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

1. The Agreement term is hereby extended through July 31, 2016.
2. All other provisions of the Agreement will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and previous amendments and this Amendment, the terms of this Amendment shall control.
3. 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.
4. 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.

ENVIRONMENTAL COMPLIANCE  
INSPECTION SERVICES

By:   
(sign here)

Jon C. Kinley / President  
(print name/title)

7-13-16  
Date

MOULTON NIGUEL WATER  
DISTRICT, a California Water District

By:   
General Manager

7/13/16  
Date





Project : Condition Assessment of Central Intertie Pipeline  
 Contract No: OM 15-16.002  
 Contractor : Pure Technologies U.S Inc.  
 Engineer : District Staff  
 Division Area of Work Performed : 1

**CONDITION ASSESMENT OF  
CENTRAL INTERTIE PIPELINE**

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



**DETAILS :**

Fund	01 General Fund
Contract Award	07/16/15
Completion Date	02/29/16
Authorized Expense	\$ 998,563
Paid To Date	\$ 948,000
Percent Constructed	100%

**NOTES :** Project complete. Notice of completion to be filed in July.

Electromagnetic Inspection of the Central Intertie Pipeline

Project : Effluent Transmission Main (ETM) Replacement  
 Contract No: 2009.115  
 Contractor : Vadnais Trenchless Services, Inc.  
 Engineer : Dudek  
 Division Area of Work Performed : San Juan

**EFFLUENT TRANSMISSION MAIN  
(ETM) REPLACEMENT**

**SCOPE OF WORK :** Replacement of 300 feet of 30-inch ETM pipe by micro tunneling, replacement of 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.



**DETAILS :**

Fund	07 Replacement and Refurbishment
Contract Award	11/19/15
Est. Completion Date	09/30/16
Authorized Expense	\$ 4,226,054
Paid To Date	\$ 2,542,013
Percent Constructed	50%

**NOTES :** Boring under the San Juan Creek is completed. Tie in work to take place in July.

Installation of New 30" Sewer Main

AS OF 07/01/2016

**Project :** Recycled Water System Extension  
**Contract No** 2014.011  
**Contractor :** Ferreira Construction Co., Inc.  
**Engineer :** Tetra Tech  
**Division Area of Work Performed :** 3,4,5,6

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**SCOPE OF WORK :** Installation of recycled water mainlines, recycled water services and the restoration of all landscape and hardscape.

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**DETAILS :**

**Fund** 07 Replace and Refurbishment

**Contract Award** 11/19/15  
**Est. Completion Date** 06/30/16  
**Authorized Expense** \$ 2,146,552  
**Paid To Date** \$ 1,326,885  
**Percent Constructed** 100%



**NOTES :** Construction complete, awaiting final billing.

Preparation For New Main Installation  
 At Canyon Wren Geogrid Fabric Location



**Project:** Beacon Hill Pump Replacement  
**Contract No:** 2012.009  
**Contractor :** Pascal & Ludwig Constructors  
**Engineer :** Psomas  
**Division Area of Work Performed :** 4

---

**SCOPE OF WORK :** Installation of a tier 4 diesel engine with pump. Retrofit the existing building to accommodate new equipment and site improvements.



**DETAILS :**

**Fund** 07 Replace and Refurbishment

**Contract Award** 03/19/15  
**Completion Date** 06/15/16  
**Authorized Expense** \$ 582,054  
**Paid To Date** \$ 550,318  
**Percent Constructed** 100%

**NOTES :** Construction is complete. Notice of Completion filed in June 2016.

Beacon Hill Pump Station  
 Completed Pump and Engine Installation



Project: Rehabilitation of Mathis RW Reservoir  
 Contract No: 2013.002  
 Contractor : J. Colon Coating  
 Engineer : Harper and Associates  
 Division Area of Work Performed : 3

**REHABILITATION OF MATHIS RECYCLED WATER  
RESERVOIR**



**SCOPE OF WORK :** Recoat interior and exterior of the tank, structural and corrosion repairs and safety improvements of Mathis Recycled Water Reservoir. Exterior painting of Nellie Gail Reservoir on same site.

**DETAILS :**

Fund 07 Replace and Refurbishment  
 Contract Award 08/20/15  
 Est. Completion Date 07/31/16  
 Authorized Expense \$ 842,550  
 Paid To Date \$ 840,000  
 Percent Constructed 100%

Completed Mathis Recycled Water Reservoir

**NOTES :** All recoating work has been completed. Notice of completion filed June 2016

Project : Rehabilitation of Bear Brand Reservoir  
 Contract No: 2014.001  
 Contractor : Advanced Industrial Services Inc.  
 Engineer : Harper and Associates  
 Division Area of Work Performed : 4

**BEAR BRAND RESERVOIR  
RE-COATING AND SAFETY IMPROVEMENTS**



**SCOPE OF WORK :** Recoat interior and exterior of reservoir, perform structural, corrosion repairs and safety improvements.

**DETAILS :**

Fund 07 Replace and Refurbishment  
 Contract Award 10/15/15  
 Est. Completion Date 06/30/16  
 Authorized Expense \$ 865,000  
 Paid To Date \$ 169,766  
 Percent Constructed 25%

Bear Brand Reservoir Interior

**NOTES :** Interior work continues.

AS OF 07/01/2016

Project : Manhole Rehabilitation Program FY 14/15  
 Contract No: 2015.005  
 Contractor : Ayala Engineering  
 Engineer : District Staff  
 Division Area of Work Performed : Various Locations

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



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

**DETAILS :**

Fund 07 Replace and Refurbishment  
 Contract Award 08/21/14  
 Est. Completion Date 06/30/16  
 Authorized Expense FY 15-16 \$ 300,000  
 Paid To Date \$ 267,000  
 Percent Constructed 100%

**NOTES :** Completed the rehabilitation of 77 Manholes. Final billing is being processed.

Completed Manhole Lining Rehabilitation

Project: Replace Digital Lines with Wireless Network  
 Contract No: 2006.038  
 Contractor : Southern Contracting Co.  
 Engineer : Arcon Structural Engineers, Inc.  
 Division Area of Work Performed : 1,4,5,6

**REPLACE DIGITAL LINES  
 WITH WIRELESS NETWORK**



**SCOPE OF WORK :** 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

**DETAILS :**

Fund 07 Replace and Refurbishment  
 Contract Award 11/19/15  
 Est. Completion Date 08/15/16  
 Authorized Expense , Phase III \$ 486,550  
 Paid To Date \$ 112,000  
 Percent Constructed 15 %

**NOTES :** Work Began June 2016

Auguring for New Wireless Tower Location at AWMA Site



Project : Pradera 850 Zone Loop System  
 Contract No: 2014.013  
 Contractor : Ferriera Construction Co. Inc.  
 Engineer : AKM Consulting  
 Division Area of Work Performed : 1

**PRADERA 850 ZONE  
LOOP SYSTEM**

**SCOPE OF WORK :** Installation of a new 8" potable water pipeline to improve water supply reliability by providing a looped system..

**DETAILS :**

Fund 07 Replace and Refurbishment  
 Contract Award 04/21/16  
 Est. Completion Date 08/20/16  
 Authorized Expense \$ 811,532  
 Paid To Date \$ 59,042  
 Percent Constructed 5%



**NOTES :** Project started on June 20th. 1st billing expected mid-July.

Mainline Installation on Pradera Drive

Project : Utility Main Breaker Replacement  
 Contract No: 2014.005  
 Contractor : Southern Contracting Co.  
 Engineer : Lee & Ro, Inc.  
 Division Area of Work Performed : 4,6

**UTILITY MAIN BREAKER  
REPLACEMENTS  
LOWER SALADA AND ALISO CREEK LIFT STATION**

**SCOPE OF WORK :** Replace two utility service sections, perform miscellaneous code updates and extended maintenance on the electrical switchgear.

**DETAILS :**


Fund 07 Replace and Refurbishment  
 Contract Award 07/16/15  
 Est. Completion Date 06/31/16  
 Authorized Expense \$ 216,700  
 Paid To Date \$ 65,980  
 Percent Constructed 10%



**NOTES :** Construction began in June, awaiting completed agreement with SCE for Aliso Creek Lift Station.

Lower Salada Lift Station  
New Main Breaker

AS OF 07/01/2016

Project : Northern Pipeline Improvements Contract No: 2015.023 Contractor : T.E Roberts, Inc. Engineer : Tetra Tech, Inc. Division Area of Work Performed : 1	<b>NORTHERN PIPELINE          IMPROVEMENTS</b>
<b>SCOPE OF WORK :</b> Relocated 94' of 36" steel pipeline, installation of steel casing and all other appurtenances.	
<b>DETAILS :</b>  Fund 07 Replace and Refurbishment  Contract Award N/A (Emergency) Estimated Completion Date 07/15/16 Authorized Expense \$ 150,000 Paid To Date \$ 0 Percent Constructed 95%	
<b>NOTES :</b> Work on this project began mid-June and is scheduled to be completed the 1st week of July. Awaiting final billing.	



**STAFF REPORT**

**TO:** Board of Directors                      **MEETING DATE:** July 18, 2016

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

**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 December 2015.

Recommendation: Information item only.

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

**BACKGROUND:**

In the 1990s, the District approved the first communication facility to be constructed at a District site. As the communication industry grew, District was approached by carriers to use 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. On December 14, 2015, the

## #12.

### Quarterly Communications License Program Report

July 18, 2016

Page 2 of 2

Board of Directors adopted an update to the Communication License Agreement and License Policy.

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 17 District sites.

#### **DISCUSSION:**

During the period covered by this quarterly update (April, May, and June 2016) staff has performed various internal and external activities for the Program:

- There was 1 new application for site modifications.
- Worked with Metro PCS and Nextel on plans to decommission existing facilities.
- Continued processing 42 existing site modification applications; 6 projects were provided consent and 3 projects were completed during this reporting period.
- Continued lease amendment negotiations; no leases were amended.
- 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. Agreement negotiations are underway and language within the agreements is being finalized with multiple carriers. 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 in 2016.