



# moulton niguel water district

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

**27500 La Paz Road, Laguna Niguel**

**January 16, 2017**

**8:30 AM**

**Approximate Meeting Time: 2 Hours**

1. CALL MEETING TO ORDER
2. APPROVE THE MINUTES OF THE DECEMBER 12, 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.*

## **PRESENTATION ITEMS**

4. Water Efficiency Survey Update

## **DISCUSSION ITEMS**

5. On-Call Service Agreement for Manhole Rehabilitation Program
6. Lower Boundary Oak Lift Station Upgrades Construction Contract Award
7. Pump Refurbishment Service Agreement Contract Amendment
8. Tool Truck Purchase

## **INFORMATION ITEMS**

9. Operations Center Consolidation Improvement Project Update
10. Future Agenda Items (Any items added under this section are for discussion at future meetings only)

11. Late Items (Appropriate Findings to be Made)

- a. Need to take immediate action; and
- b. Need for action came to District's attention after Agenda Posting. [Requires 2/3 vote (5 members) or unanimous vote if less than 2/3 are present]

**CLOSED SESSION**

12. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

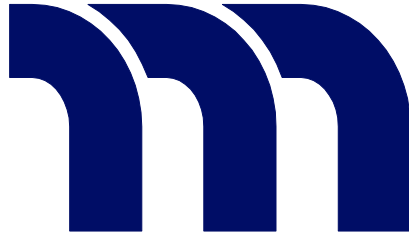
Significant exposure to litigation and initiation of litigation pursuant to paragraphs (2) and (4) of subdivision (d) of Government Code Section 54956.9

One potential case

**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

December 12, 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 December 12, 2016. There were present and participating:

### DIRECTORS

Duane Cave	Director (left at 10:01 a.m.)
Scott Colton	Vice President/Chair
Richard Fiore	Director
Donald Froelich	President
Gary Kurtz	Director
Larry Lizotte	Director
Brian Probolsky	Vice President (arrived at 9:30 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
Drew Atwater	Director of Planning
Jake Vollebregt	Director of Regional & Legal Affairs
Jeff Ferre	Best, Best, & Krieger (General Counsel)
Paige Gulck	Board Secretary
Tim Bonita	Recording Secretary
Trevor Agrelius	MNWD
Johnathan Cruz	MNWD
Todd Dmytryshyn	MNWD
Megan Geer	MNWD
David Larsen	MNWD

## #2.

Steve Merk	MNWD
Todd Novacek	MNWD
Medha Patel	MNWD
Lindsey Stuvick	MNWD
Alex Thomas	MNWD
Carole Wayman-Piascik	MNWD
Rod Woods	MNWD
Eric Anderson	Valley Soil, Inc.
Roger Faubel	Faubel Public Affairs
Clay Kraus	Rachio

### 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 NOVEMBER 14, 2016 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING

*MOTION DULY MADE BY GARY KURTZ AND SECONDED BY DONALD FROELICH, MINUTES OF THE NOVEMBER 14, 2016 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING WERE APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, SCOTT COLTON, RICHARD FIORE, DONALD FROELICH, GARY KURTZ, AND LARRY LIZOTTE ALL VOTING 'AYE'. DIRECTOR BRIAN PROBOLSKY WAS ABSENT.*

### 3. PUBLIC COMMENTS

*None.*

## **DISCUSSION ITEMS**

### 4. Audit Reports for the Fiscal Year Ended June 30, 2016

*Joone Lopez provided information on the item. Staff recommends that the Board receive and file the following reports:*

- *Comprehensive Annual Financial Report ("CAFR"), including auditors' opinion on the fair presentation of the financial statements*
- *Single Audit Report, including auditors' report on internal control*
- *Audit communication letter*
- *Article XIII-B Appropriations Limit Calculation report*

### 5. Smart Timer Program Contract Award

*Drew Atwater provided details on the Smart Timer Program. Staff recommends that the Board of Directors approve the agreement for 12 months with Valley Soil, Inc. with the subcontractor of Rachio for the not-to-exceed amount of \$480,113 to administer the new Regional Smart Timer Program. It is also recommended that the Board of Directors direct staff to engage in program agreements with Santa Margarita Water District and Irvine Ranch Water District for the District to administer the new regional smart timer program. Discussion ensued regarding the program.*

**6. Crown Valley Reservoirs Re-coating Construction Contract Adjustment**

*Rod Woods provided information on the contract adjustment. Staff recommends that the Board of Directors increase the construction contract for J. Colon Coatings, Inc. by \$336,101 for a total contract amount of \$1,762,141. Discussion ensued regarding the contract.*

**7. Plant 3A Flood Protection Contract Award**

*Rod Woods provided details about the contract. Staff recommends that the Board of Directors award the vegetation management contract to Habitat Restoration Sciences, Inc. in the amount of \$152,500; authorize the General Manager to execute the contract; and authorize the General Manager or designee to approve change orders up to 10% of the contract value. Discussion ensued regarding details of the contract.*

**8. Rebate Applications for Turf Removal**

*Drew Atwater provided information on the rebate applications. Staff recommends that the Board of Directors consider the rebate applications for the identified projects without a limitation on the maximum allowable acreage for the project and direct staff accordingly. Discussion ensued regarding the item.*

**INFORMATION ITEMS**

**9. Monthly Financials**

*Trevor Agrelius presented the Monthly Financial Report. Brian Probolsky arrived at 9:30 a.m.*

**10. Water Usage Update**

*Drew Atwater provided the Water Usage Update. The District achieved 11% reduction for November 2016.*

**11. Operations Center Consolidation Improvement Project**

*Matt Collings provided the Operations Center Consolidation Improvement Project update. Staff is working to finalize the environment document. Staff is also reviewing*

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*the interior layouts of the facility.*

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

*None.*

13. Late Items (Appropriate Findings to be Made)

*Staff has none.*

*Duane Cave left at 10:01 a.m.*

**CLOSED SESSION**

14. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Significant exposure to litigation and initiation of litigation pursuant to paragraphs (2) and (4) of subdivision (d) of Government Code Section 54956.9

One potential case

*The Board entered closed session at 10:01 a.m. and exited at 11:38 a.m. Jeff Ferre stated that there was no reportable action.*

**ADJOURNMENT**

*The meeting was adjourned at 11:39 a.m.*

Respectfully submitted,

Tim Bonita  
Recording Secretary



# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** January 16, 2017

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

**SUBJECT:** On-Call Service Agreement for Manhole Rehabilitation Program

**DIVISION:** District-wide

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### SUMMARY:

Issue: Staff requires authorization to enter into a multi-year service agreement for rehabilitation of manholes on an as-needed basis.

Recommendation: It is recommended that the Board of Directors award the On-Call Services Agreement for Manhole Rehabilitation Services to Ayala Engineering for a total not-to-exceed amount of \$700,000 (\$350,000 per year) during Fiscal Years 2016-17 and 2017-18, with an option to extend the Agreement for an additional one-year term through Fiscal Year 2018-19 at the same annual amount; and authorize the General Manager to execute the agreement.

Fiscal Impact: Sufficient funds are included in the applicable fiscal year capital budgets.

### BACKGROUND:

The District's sewer collection system has approximately 530 miles of sewer main and over 10,000 sewer manholes. The majority of the District's sewer system was constructed between 1960 and 1990. Portions of the sewer system are approaching the age where rehabilitation or replacement is necessary.

The District has an inspection and cleaning program with staff trained in the National Association of Sewer Service Companies' (NASSCO) protocols for sewer condition assessments. Assessments performed as part of scheduled sewer main cleaning identify manholes that are currently in need of rehabilitation or replacement. Under the current on-call manhole rehabilitation contract, 35 manholes were identified and

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### On-Call Service Agreement for Manhole Rehabilitation Program

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rehabilitated during the first year of the contract and 42 during the second year. It is anticipated that the need for rehabilitation of manholes will continue to increase.

In order to prepare for the upcoming rehabilitation needs, staff placed the Manhole Rehabilitation Program (Program) in the 10-year Capital Improvement Program (CIP) with annual funding of \$350,000. This funding level was based on rehabilitation needs in recent years and will be revised as the District continues to assess the condition of sewer manholes and execute manhole rehabilitation projects. In addition, staff is developing a framework for the Program to assist in future condition assessments, identification of rehabilitation needs, and efficient execution of projects.

Staff developed an on-call manhole rehabilitation services agreement that allows for rehabilitation services as identified throughout the year. This type of agreement will allow for efficient rehabilitation of structurally sound manholes as identified by District staff performing the manhole inspection and cleaning program. The level of rehabilitation required will be identified by District staff and can range from replacement of a manhole frame and cover, to complete rehabilitation of the manhole including root removal and treatment, chemical grouting, and re-lining with an epoxy based system. The agreement was developed to provide unit pricing for various rehabilitation scenarios that can be put together into a task order to the selected contractor.

#### **DISCUSSION:**

District staff prepared a request for proposal (RFP) to obtain On-Call Manhole Rehabilitation Services. The RFP was issued to Ayala Engineering, Sancon Engineering, and National Coating and Lining Company. On December 29, 2016, the District received two proposals for the subject contract. National Coating and Lining Company did not provide a proposal.

The RFP requested unit pricing for items that are typically required for manhole rehabilitation work. In order to account for night work that is often required for manhole rehabilitation, the rate schedule also included a “night-time multiplier”. The standard rates provided by the contractor will be multiplied by this number for any work to be performed at night. A total sum of unit prices and night-time multipliers for each contractor are listed in the table below.

<b>Summary of Proposals for On-Call Manhole Rehabilitation</b>		
<b>Contractor</b>	<b>Sum of Unit Prices</b>	<b>Night-time Multiplier</b>
Ayala Engineering	\$14,086	1.1
Sancon Engineering	\$15,255	1.5
National Coating & Lining	Did not respond	

Staff reviewed the proposals and determined that Ayala Engineering provided the most cost effective proposal and is highly qualified to perform all required services.



On-Call Service Agreement for Manhole Rehabilitation Program

January 16, 2017

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Staff is recommending that the District enter into the On-Call Services Agreement with Ayala Engineering for a total not-to-exceed amount of \$700,000 for Fiscal Years 2016-17 and 2017-18, with the option to extend the agreement for an additional not-to-exceed amount of \$350,000 for Fiscal Year 2018-19. Ayala Engineering has performed quality work in the past for the District and is well-qualified to perform this type of work.

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

Attachment: On-Call Service Agreement for Manhole Rehabilitation Program



**ON-CALL SERVICES AGREEMENT**

**MOULTON NIGUEL WATER DISTRICT  
ON-CALL MANHOLE REHABILITATION SERVICES  
Contract No. 2016.003**

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

**RECITALS**

- A. District requires individual manhole rehabilitation projects to be performed in certain areas throughout the District on an on-call basis, as needed.
- B. Contractor has submitted a cost proposal and schedule of work items to District regarding the manhole rehabilitation projects, and Contractor is willing to perform the Work in accordance with that proposal.
- C. The objective of this Agreement is for District to authorize Contractor to provide services/work on an on-call basis related to manhole rehabilitation projects.

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

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

- a. Contractor shall perform the manhole rehabilitation services (the “Work”) in accordance with the general scope of work, District’s standard technical specifications and added general terms set forth in the attached **Exhibit 1** (“Scope of Work and Construction Standards”) and the other terms of this Agreement from time to time as requested by District for specific rehabilitation work during the agreement term.
- b. As the need for Work arises, as determined by District, District’s representative will communicate a Work request to Contractor indicating: (a) the scope of the Work requested; (b) the not-to-exceed price to perform the Work requested in accordance with the rate schedule (“Rate Schedule”) shown in **Exhibit 2** hereto and incorporated herein by this reference; and (c) the estimated time for performance of the Work. Contractor may proceed with the Work upon notice by District to Contractor.
- c. Contractor’s Rate Schedule includes all labor, supervision, materials, equipment, supplies, tools, incidentals, taxes, profit, overhead, bonding and insurance necessary to mobilize, complete the Work, demobilize and provide cleanup and restoration of construction and work sites.
- d. Contractor acknowledges and agrees that District does not guarantee any minimum or maximum amount of Work, and District may use other contractors for the Work, in its sole discretion.

## #5.

This is a non-exclusive Agreement. This Agreement, including all attached Exhibits, as well as the terms and conditions of any municipal permits or licenses issued or applicable in connection with the Work, if any, form the Agreement between the parties. Contractor shall provide all labor, materials, tools, equipment, supplies, utilities and transportation services required to perform the Work, subject to compliance with the Agreement requirements, and complete all Work in a thorough, professional and workmanlike manner, and in accordance with generally accepted industry standards, to the satisfaction of District.

e. The Work shall be done in accordance with the District's General Requirements, General and Special Provisions, Standard Drawings, Construction Standards, Standard Specifications and the permitting or other requirements of any governmental entity within whose jurisdiction the Work is performed, which are by this reference incorporated into this Agreement. It shall be the Contractor's responsibility to ascertain and keep informed of all such existing and future requirements of other governmental entities concerning the Work performed under this Agreement, including acquisition of necessary permits and licenses by municipalities related to repair work in public right of way and payment of the fees or costs thereof.

### 2. PUBLIC SAFETY.

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

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

### 3. COMPLIANCE WITH LAW, LICENSE; STATUS.

a. Contractor shall at all times observe and comply with, and cause its agents, employees and representatives to observe and comply with, all State, federal, and local existing and future laws, rules, regulations and orders in the performance of the Work or this Agreement, including any permits issued for the Work. Contractor shall maintain and keep current all required licenses applicable to the performance of the Work issued by the applicable governing agency during the term of this Agreement. A current copy of any required licenses will be kept on file by District.

b. It is expressly understood that Contractor is an independent contractor and not an employee

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

4. TIME FOR COMPLETION.

Each assigned manhole rehabilitation shall be completed in an expeditious manner from the date requested and notice proceed is issued to Contractor, and in any event no later than the completion date listed on the Work Order. Time is of the essence in the performance and completion of the Work. Performance of any Work must be coordinated with District and local municipality to ensure minimal disruption both to the public use of right of way and to the operation of District’s facilities.

5. DISTRICT OBSERVATION.

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

6. AGREEMENT PRICE; PAYMENT; TERM.

a. District agrees to compensate Contractor for Work under any Work Order at the corresponding “Unit Prices” in the schedule of work items attached as **Exhibit 3**, which establishes unit prices for components of the repair work listed under “Description” in the schedule. There shall be no increase to the Unit Prices if an adjustment to the number of Contractor’s staff or service hours is needed to meet the Agreement requirements for any Work Order; provided, if any repair work is outside the scope of work listed under “Description” in the schedule of work items. The total compensation paid for Work pursuant to separate Work Orders during the Agreement term cannot exceed **Seven Hundred Thousand Dollars (\$700,000)** (“Agreement Maximum Amount”). Notwithstanding the foregoing, the total compensation during each Fiscal Year of the Agreement term shall not exceed **Three Hundred Fifty Thousand Dollars (\$350,000)** per Fiscal Year. Contractor is responsible for and shall pay all sales, consumer, use, and other taxes in connection with materials for the Services.

b. Payments under a Work Order will be made based on submittal of invoices by Contractor, including sufficient detail on work items under the Agreement pricing. Contractor's invoice will account for the location of the Work performed in addition to sufficient cost details as required by District. Subject

## #5.

to District's "final acceptance" of repair work under a Work Order, District will make payment to the Contractor within forty-five (45) calendar days of receipt and approval of a Work Order invoice by District, provided District may withhold amounts as necessary to satisfy properly filed claims for labor or material; estimated actual costs for correcting defective work; and amounts claimed by District as forfeiture due to delay or offsets. "Final acceptance" shall be defined as the formal action by District accepting the repair work under a Work Order as being complete, as evidenced by District's executed acceptance on the Work Order form. No certificate given or payment made under the Agreement shall be conclusive evidence of performance of the Agreement and no payment shall be an acceptance of any defective work or improper materials.

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

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

e. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the District to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the District to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

f. Acceptance and payment by District for the Work will not in any way relieve Contractor of its responsibility to perform the Work and the Agreement in strict accordance with State, Federal, and local law. Neither District's acceptance of, nor payment for, any Work will be construed to operate as a waiver of any rights under the Agreement, or of any cause of action arising out of the performance of the Agreement.

g. Summary of Public Contract Code Section 20104.50. If a local public agency fails to pay an undisputed and properly submitted payment request within thirty (30) days, the agency must pay interest at the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. Each agency must review payment requests as soon as practicable to determine if they are proper and suitable for payment. If a payment request is not proper, the agency must return it to the contractor within seven (7) days, specifying in writing the reasons why it is not proper. If the agency returns an improper payment request to the contractor more than seven (7) days after receipt, the number of days available to

the agency to make payments without incurring interest will be reduced by the number of days by which the agency exceeds the seven (7)-day return requirement.

h. This Agreement is effective as of the Effective Date through **June 30, 2018** (“expiration”), unless otherwise terminated earlier by either party pursuant to Section 14. This Agreement may be extended, at District’s option, for an additional one (1) year term at the prices in the Rate Schedule listed in **Exhibit 2**. Subject to the District’s sole discretion, an extension will be based upon a satisfactory review of Contractor’s performance, District’s needs, and appropriation of funds and approval by the District Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

7. PUBLIC LAW REQUIREMENTS; PREVAILING WAGE.

a. District is a public agency in the State and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein. Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “Public Works” and “Maintenance” projects, and will be comply with the Prevailing Wage Laws, including but not limited to the payment of prevailing wages. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. A copy of such prevailing wage rates shall be posted on the jobsite by Contractor. It shall be mandatory Contractor to pay not less than the specified rates to all workers employed by them in the execution of the Work.

b. Contractor must be registered with the Department of Industrial Relations pursuant to the requirements of Sections 1725.5 and 1771.1 of the California Labor Code. Contracts/subcontracts shall not be entered into after April 1, 2015, with any contractor without proof of current registration to perform work consistent and in compliance with the requirements of Sections 1725.5 and 1771.1. Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contracts entering into with any Contractor or subcontractor, in violation of Section 1771.1(a), shall be subject to cancellation by the District at the sole discretion of the District consistent with Section 1771.1(e).

c. Contractor is responsible for furnishing those records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, pursuant to the procedures set forth in Section 1771.4 of the Labor Code. Contractor’s DIR Registration No. is 1000005012.

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

## #5.

8. AGREEMENT DOCUMENTS. The Agreement includes all of the Agreement documents as follows: the Construction Standards; this Agreement; all exhibits to the foregoing documents; and, the executed Work Orders.

9. NO SUBCONTRACTORS. Contractor agrees and represents that none of the Work will be subcontracted, and that Contractor will perform all Work. It is agreed and acknowledged that should Contractor fail to conform hereto or with any of the requirements of Section 4100 *et seq.* of the Public Contract Code, Contractor shall be subject to the applicable statutory penalties, and to the requirements of Labor Code Sections 1777.1 or 1777.7 relating to payment of wages to ineligible subcontractors' employees, and the corresponding return of all subcontracting payments to District.

10. BONDS.

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

b. Contractor shall furnish a payment bond approved by District as required by Section 9550 of the Civil from a single surety licensed and admitted in the State with an agent for service of process in California. Contractor shall pay the cost of obtaining the payment bond and Contractor shall use District's form for the payment bond, which is attached as Exhibit 4.

c. Contractor shall furnish a performance bond securing the faithful performance of the Agreement covering the Work. Contractor shall pay the cost of obtaining the performance bond and Contractor shall use District's form for the performance bond, which is attached as Exhibit 5.

11. INSURANCE

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

b. The general liability and business automobile insurance will be comprehensive in form, and extend through the term of this Agreement and on a 'per occurrence' basis. All policies will have a clause providing that thirty (30) calendar days written notice will be given to District prior to any cancellation of such policies. All insurance will be issued and underwritten by insurance companies having at least an "A-" policyholder's rating and a financial rating not less than Class VII in accordance with the most current Best's Rating Guide - Property/Casualty, or better, or as otherwise approved by



District. Contractor may satisfy the limit requirements set forth below in a single policy or multiple policies, provided, however, that any such additional policies written as excess insurance will not provide any less coverage than that provided by Contractor's first or primary policy. *All policies shall name Moulton Niguel Water District, City of Aliso Viejo, City of Dana Point, City of Laguna Hills, City of Laguna Niguel, City of Mission Viejo, City of San Juan Capistrano and each of their directors, elected officials, officers, employees and agents,* and any other public entities issuing permits for entry in public right of way to perform the Work, and owners of record of all property on which entry will be made to perform the Work as additional insureds thereunder ("Additional Insureds"). All of the policies of insurance provided hereunder shall be primary insurance and not contribute with any other insurance maintained by the Additional Insureds, and the insurer shall waive all rights of subrogation and contribution it may have against the Additional Insureds; these requirements shall be set forth in endorsements to policies. In the event any of said policies of insurance are canceled, Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 11 to District.

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

d. Contractor shall take out and maintain at all times during the Agreement the following policies of insurance, which shall comply with the other terms of Section 11 as well as the following:

- (i) Workers Compensation Insurance and Employers Liability Insurance. Worker's compensation insurance as required by State laws, and employer's liability insurance with limits not less than \$1,000,000 each accident and \$1,000,000 for disease per employs, **which will include the subrogation and additional insured terms and endorsements described under subsection (b) above.** This insurance shall be in strict accordance with the requirements of the most current and applicable state Workers' Compensation insurance laws. In accordance with Labor Code Sections 1860 and 1861, concurrent with execution and delivery of the Agreement, Provider shall execute and deliver to District the certification form attached to this Agreement as **Exhibit 6** whereby Provider acknowledges its responsibility to secure workers' compensation insurance in conformance with the requirements of Labor Code Section 3700, et seq.
  
- (ii) Commercial General Liability Insurance. Commercial general liability in a combined limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate with such aggregate to apply separately to the Work. Commercial General Liability insurance coverage shall be equivalent to Insurance Services Office Form CG 00 01. Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in Section 12 of this Agreement, **as well as the subrogation, primary insurance/non-contribution and Additional Insureds terms and endorsements described under subsection (c) above.** This insurance shall name the Additional Insureds using ISO endorsement CG 20 10 11 85, or both CG 20 10 and CG 23 37 forms if later revisions are used.

## #5.

- (iii) Business Automobile Insurance. Business automobile insurance with liability limits of not less than \$1,000,000 each accident. The policy shall include coverage for owned, non-owned, and hired vehicles, **and include the subrogation, primary insurance/non-contribution and Additional Insureds terms and endorsements described under subsection (c) above.**

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

## 12. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the District's choosing), indemnify and hold harmless the District, City of Aliso Viejo, City of Dana Point, City of Laguna Hills, City of Laguna Niguel, City of Mission Viejo, City of San Juan Capistrano, their directors, officials, officers, agents, employees, and representatives, and each of them from and against:

- A. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the District or its directors, officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the District or its directors, officers, employees, or authorized volunteers.
- B. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
- C. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- D. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's

obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the District's Governing Board's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782. This indemnity obligation shall survive the termination or expiration of the Agreement and the completion of the Work hereunder.

13. WARRANTY.

a. Contractor shall and hereby does warranty all Work, including materials and installation, for a period of five (5) years from the District's *final acceptance* (see Section 6 (b) for definition) of the Work under this agreement ("Warranty Period"), and shall repair and replace any and all Work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials, or that does not meet the requirements set forth in any applicable specifications, within the Warranty Period, without expense whatsoever to District and with ordinary wear and tear and unusual abuse or neglect excepted. In the event of Contractor's failure to comply with the above-mentioned conditions within seven (7) days after being notified in writing, District is hereby authorized to proceed to have the defects repaired or replaced and made good at the expense of Contractor who hereby agrees to pay the cost of and charges therefore immediately on demand. If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required by this Section 13. If Contractor cannot be contacted or does not comply with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the provisions of this Section 13, proceed to make such correction or provide such attention, and the costs of such corrections or attention shall be charged against Contractor. Such action by District will not relieve Contractor of the guarantees provided in this Section 13 or elsewhere in the Agreement.

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

c. Nothing in this Section or in the Agreement shall be construed to limit the rights and remedies available to District at law or in equity, including, but not limited to, Code of Civil Procedure Section 337.15.

14. TERMINATION.

Either party may terminate this Agreement by providing written notice to the other party ten (10) business days in advance of the date of termination; provided, District may terminate the Agreement without any advance notice in the event Contractor is in material breach of any of the terms of this Agreement, as determined by District in its discretion. In the event Contractor terminates this Agreement, Contractor is responsible for the completion of any Work still outstanding in accordance with the terms of the Agreement. Contractor's indemnity and warranty obligations shall survive the expiration or termination of this Agreement, as well as any outstanding obligations of Contractor at the time of termination. On any termination, Contractor will be entitled to the reasonable value of the Work performed for which it has not received prior compensation under this Agreement, subject to any offset from such payment representing District's damages from any material breach of the terms of the Agreement by Contractor or as otherwise provided for under Section 6. In no event, will Contractor be entitled to receive compensation in excess of the compensation specified under Section 6 of this Agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

15. RECORDS.

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

16. SUCCESSORS; ASSIGNMENT.

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

17. ATTORNEYS' FEES.

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

18. CLAIMS RESOLUTION.

The provisions set forth in attached **Exhibit 7** shall apply to those claims governed by Public Contract Code Sections 9204 and 20104 *et seq.* arising out of the Agreement.

19. DISTRICT NOTICE OF THIRD-PARTY CLAIM.

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

20. NOTICE.

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

If to District:	Correspondence: Moulton Niguel Water District Attn: Director of Engineering & Operations 26161 Gordon Road Laguna Hills, CA 92653
-----------------	---

Invoices: Moulton Niguel Water District Attn: Purchasing 26161 Gordon Road Laguna Hills, CA 92653
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If to Contractor:	Attn: Ricardo Ayala Ayala Engineering 8482 E. Meadowridge Street Anaheim, CA 92808
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Any notice to Contractor’s surety (or any other person) shall be addressed to the addresses provided in the Agreement or such substitute addresses in accordance with the terms provided herein. Any party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be fully delivered and received 24 hours after mailing as provided above.

21. INTEGRATION; ATTACHMENTS.

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

## #5.

### 22. PARTIAL INVALIDITY.

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

### 23. AMENDMENTS.

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

### 24. ASSIGNMENT OF ANTI-TRUST ACTIONS

Pursuant to Public Contract Code Section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

### 25. STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

### 26. GOVERNING LAW; VENUE.

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

### 27. DUE AUTHORITY OF SIGNATORIES; COUNTERPARTS.

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

force and effect as though all signatures appeared on a single document.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement as of the Effective Date referenced the day and year written below.

“DISTRICT”: MOULTON NIGUEL WATER DISTRICT

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

Title: General Manager

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

“CONTRACTOR”:

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

Authorized Officer/Representative\*

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

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

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

*[Signature page for On-Call Manhole Rehabilitation Services Agreement]*

**#5.**

**CORPORATE CERTIFICATE\***

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Contractor in the foregoing Agreement; that \_\_\_\_\_, who signed said Agreement on behalf of Contractor, was then President of said corporation; and that said Agreement was duly signed for and on behalf of said corporation by authority of its Governing Body and is within the scope of its corporate powers.

\_\_\_\_\_  
[ \_\_\_\_\_ ], Secretary

*(CORPORATE SEAL)*

---

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



**EXHIBIT 1**

**Scope of Work and Construction Standards**

**#5.**

**EXHIBIT 2**

**Rate Schedule  
MANHOLE REHABILITATION**

**EXHIBIT 3**

**Work Order Form**

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

This Work Order is executed pursuant to the “AGREEMENT FOR ON-CALL MANHOLE REHABILITATION SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND \_\_\_\_\_ (Contract No. \_\_\_\_\_)” dated \_\_\_\_\_, 20\_\_ (“Agreement”). The Agreement terms are fully incorporated in this Work Order. Terms used in this Work Order have the same meanings given in the Agreement.

Work Order No.: \_\_\_\_\_

Work Order Scope of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work Cost: \$\_\_\_\_\_ [where not-to-exceed quote given]

Work Location: (address/intersection, City)  
\_\_\_\_\_

City Permit No.: \_\_\_\_\_

Time for Completion: \_\_\_\_\_

Notice to Proceed Given: [Date] \_\_\_\_\_

**EXECUTED, ACKNOWLEDGE AND AGREED:**

\_\_\_\_\_  
District’s Representative /Title

\_\_\_\_\_  
Contractor’s Authorized Representative- (print name here)

**II. DISTRICT’S ACCEPTANCE:**

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

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

**EXHIBIT 4**

**Labor and Material Payment Bond**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Moulton Niguel Water District (hereinafter designated as the "District"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.** \_\_\_\_\_ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the District in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

**Notary Acknowledgment**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)
  - Limited
  - General

\_\_\_\_\_ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator

\_\_\_\_\_ Date of Document

Other:  
Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

**NOTE: This acknowledgment is to be completed for Contractor/Principal.**

**Notary Acknowledgment**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)
  - Limited
  - General

\_\_\_\_\_ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_ Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

**NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.**

**END OF PAYMENT BOND**

**EXHIBIT 5**

**Faithful Performance Bond**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District, (hereinafter referred to as "District") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for **Contract No.** \_\_\_\_\_, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its Board, members of the Board, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's



obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
3. Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**#5.**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.

(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_





**EXHIBIT 6**

**MOULTON NIGUEL WATER DISTRICT  
MANHOLE REHABILITATION SERVICES  
(Fiscal Year 2014-15)**

**WORKERS' COMPENSATION DECLARATION**

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

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

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the repair work to be performed under this Agreement.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the repair work to be performed under this Agreement. My workers' compensation insurance carrier and policy number are:

Carrier\_\_\_\_\_

Policy Number\_\_\_\_\_

I certify that, in the performance of the repair work on this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

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

Contractor: \_\_\_\_\_

Authorized Officer/ Representative

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

**EXHIBIT 7**

**Resolution of Construction Claims\***

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

Notwithstanding the foregoing, if this Agreement is entered into on or after January 1, 2017, the provisions of Public Contract Code Section 9204 shall also apply.

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

Contractor shall make all claims in writing and include the documents necessary to substantiate the claims. Any claim by Contractor which is intended to invoke the procedures under the Claims Resolution Statute shall specify that the claim is being made pursuant to the Claims Resolution Statute. All claims by Contractor must be filed on or before the date of final payment; provided, however, nothing in this Addendum or the Claims Resolution Statute is intended to extend the time limits or supersede notice requirements which may otherwise be provided within the Agreement or the filing of claims by Contractor.

Claims Less Than \$50,000

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

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

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

All Claims

Notwithstanding the foregoing, all public works claims between the Contractor and District shall be resolved pursuant to the procedures set forth in Public Contract Code Section 9204. District will provide a written response to Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim, unless the parties mutually agree to extend the time for response. If the District does not respond within the 45-day time period, or as extended by mutual agreement, the claim shall be deemed rejected in its entirety.

Procedure Following District’s Response

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

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion thereof remains in dispute, District shall provide Contractor with a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any portion of the claim that remains in dispute shall be submitted to nonbinding mediation. The selection of the mediator shall be in accordance with Public Contract Code Section 9204, and District and Contractor shall equally share the associated mediator fees. Each party will be responsible for its own attorneys’ fees and other costs.

If after the meet and confer conference, any portion of the claim remains in dispute, Contractor may file a claim pursuant to Government Code Section 900 *et seq.*

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**\* In the event of any discrepancies between this Exhibit and the Claims Resolution Statute, the statute shall control.**







# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** January 16, 2017

**FROM:** Marc Serna, Director of Engineering and Operations  
David Larsen, Principal Engineer

**SUBJECT:** Lower Boundary Oak Lift Station Upgrades  
Construction Contract Award

**DIVISION:** 7

### SUMMARY:

Issue: Board action is required for the Notice Inviting Sealed Proposals (Bids) for the Lower Boundary Oak Lift Station Upgrades, Project No. 2015.009.

Recommendation: It is recommended that the Board of Directors award the construction services contract to RC Foster Corporation in the amount of \$292,200; 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. 2015.009 is budgeted in Fund 7, Rehabilitation and Replacement with a current project budget of \$410,000.

### BACKGROUND:

The Lower Boundary Oak Lift Station was originally constructed in 2001. The facility is located near the intersection of Oak View Drive and Wood Canyon Drive in the City of Aliso Viejo. The Lower Boundary Oak Lift Station pumps wastewater from the Canyon View Estates area of Aliso Viejo to the Upper Boundary Oak Lift Station, which pumps to the Joint Regional Treatment Plant System.

Construction documents for the Lower Boundary Oak Lift Station Upgrades project were prepared by Lee & Ro, Inc. utilizing the On-Call Engineering Services agreement. The work includes replacing the pumps with submersible pumps,

## #6.

### Lower Boundary Oak Lift Station Upgrades Construction Contract Award

January 16, 2017

Page 2 of 2

reconfiguring the mechanical piping, upgrading the existing electrical and control systems, recoating the existing steel wet well structure, and other related work.

#### DISCUSSION:

A request for bids was issued to five qualified construction contractors. The District received three sealed bids for the subject contract on December 20, 2016. The table below summarizes the bids received:


<b>Firm</b>	<b>Bid</b>
RC Foster Corporation	\$292,200
Pacific Hydrotech Corporation	\$339,500
Schuler Constructors, Inc.	\$361,750
<b>Engineer's Estimate</b>	<b>\$472,200</b>

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

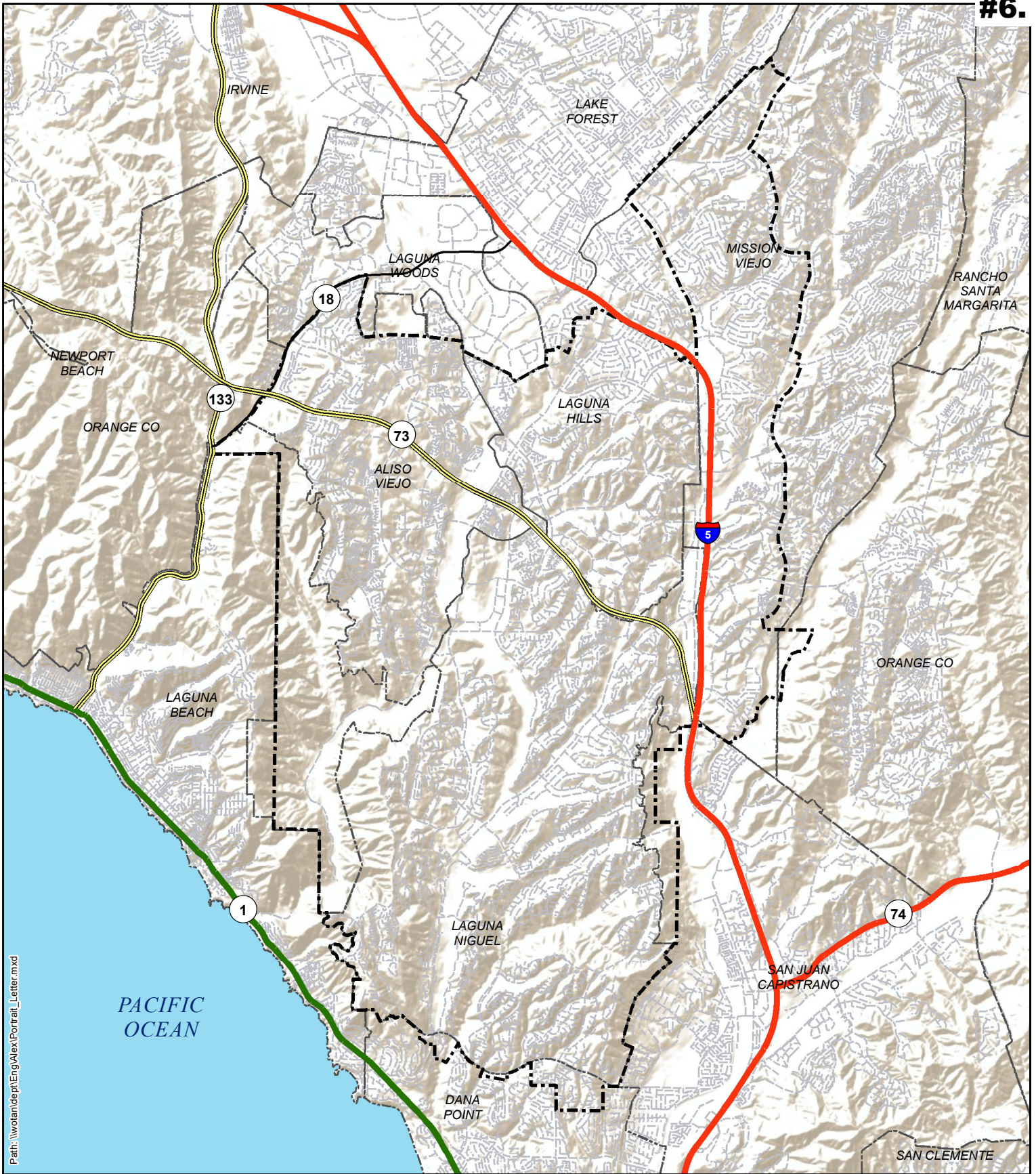
#### SUMMARY OF PROJECT BUDGET:

	<b>Project Budget*</b>	<b>Proposed / Approved Contract</b>	<b>Proposed / Authorized Contingency</b>	<b>Total Proposed / Authorized Amount</b>
<b>Project Items</b>				
Engineering	\$65,000	\$65,000	\$0	\$65,000
Construction	\$335,000	\$292,200	\$29,200	\$321,420
Legal, Permits, District Labor	\$10,000	\$10,000	\$0	\$10,000
<b>Totals</b>	<b>\$410,000</b>	<b>\$367,200</b>	<b>\$29,200</b>	<b>\$396,420</b>

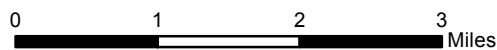
\*\$47,004 has been expended to date.

 Currently Proposed Amount

Attachment: Exhibit A – Location Map



Path: \\wolan\dept\Eng\Alex\Portrait\_Letter.mxd



Scale = 1:5,565





## #7.

### Pump Refurbishment Service Agreement Contract Amendment

January 16, 2017

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service needs, an average of 8 to 10 pumps are sent out for refurbishment on an annual basis.

#### **DISCUSSION:**

During this fiscal year, the District has experienced an increased need for critical pump repairs. In most instances, pumps that are removed and sent out for condition assessment need to be disassembled, and inspected at the vendor shop before a repair estimate can be developed. Once the magnitude is determined, a cost proposal for work required is provided.

In recent months, a series of critical pump repair situations required staff to send out several pumps simultaneously, resulting in service work orders by Evans Hydro that will exceed the existing \$90,000 contract authorization. It is also anticipated that additional pump repairs will be required through the end of the fiscal year. To cover the existing work and anticipated future service costs, staff is requesting an additional \$45,000 be added to the existing Evans Hydro contract for remainder of FY 2016-17.

Evans Hydro has provided high-quality and reliable service to the District and has been the primary service vendor. Evans Hydro is one of the two vendors under contract with the District to provide these services.

Attachment: Pump Refurbishment Services Agreement with Evans Hydro, Inc.

**AMENDMENT NO. 1 TO THE AGREEMENT FOR  
PUMP REFURBISHMENT SERVICES BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND EVANS-HYDRO, INC.  
CONTRACT NO. OM15-16.010**

This Amendment No. 1 (this "Amendment") is entered into and effective as of \_\_\_\_\_, amending the Agreement for Pump Refurbishment Services, dated August 31, 2015 (the "Agreement") by and between the Moulton Niguel Water District, a California Water District ("MNWD" or "District"), and Evans-Hydro, Inc. ("Contractor") (collectively, the "Parties"). Where applicable, the term "Agreement" as used in this Amendment includes the Agreement together with this Amendment. All capitalized terms not defined herein shall have the meanings set forth in the Agreement.

**RECITALS**

A. WHEREAS, on August 31, 2015, the Parties entered into the Agreement for an Agreement Maximum Amount of \$160,000, with a 2016-17 Fiscal Year maximum expenditure amount of \$90,000; and

B. WHEREAS, MNWD desires to amend the Agreement to increase the Agreement Maximum Amount by an additional \$45,000, to be expended in Fiscal Year 2016-17.

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

1. The Agreement is hereby revised to increase the Agreement Maximum Amount by **Forty-Five Thousand Dollars (\$45,000)** (the "Amendment Amount"). Total payments for Work completed by Contractor under this Amendment, shall not exceed the Amendment Amount.

2. The Parties agree that the total Agreement amount, including this Amendment, shall not exceed Two Hundred Five Thousand Dollars (\$205,000).

3. All requisite insurance and surety policies to be maintained by the Contractor pursuant to the Agreement, will include coverage for this Amendment.

4. 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 this Amendment, the terms of this Amendment shall control.

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

EVANS-HYDRO, INC.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

MOULTON NIGUEL WATER DISTRICT, a  
California Water District  
By: Joone Lopez  
\_\_\_\_\_  
General Manager  
Date: \_\_\_\_\_







# **moulton niguel** water district

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** January 16, 2017

**FROM:** Marc Serna, Director of Engineering and Operations  
Adrian Tasso, Superintendent of Operations

**SUBJECT:** Tool Truck Purchase

**DIVISION:** District-wide

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### SUMMARY:

Issue: Purchase of a Ford F-550 with Stellar TMAX Utility Body and Crane (Tool Truck) to support valve maintenance and replacement.

Recommendation: It is recommended that the Board of Directors approve the purchase of a 2017 Ford F-550 with Stellar TMAX Utility Body and Crane for \$147,194.

Fiscal Impact: Sufficient funds are included in the applicable fiscal year capital outlay budgets.

### BACKGROUND:

The Fiscal year 2016-2017 Budget included funds for additional staff and equipment to form a dedicated field crew for the District’s valve maintenance and replacement program. The District has over 20,000 valves with a majority of those valves being over 25 years old. The valve program crew will be primarily dedicated to the following functions:

- Isolation testing of valves
- Valve exercising
- Valve replacement
- New valve installation
- Valve Replacement Program Capital Improvement Program support

## #8.

Tool Truck Purchase

January 16, 2017

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As of October 31<sup>st</sup>, the valve crew has been fully staffed. Along with the personnel, there were several pieces of equipment necessary for the crew to efficiently complete their job. With the exception of the tool truck, all equipment (Hydro-excavator, Dump Truck, Backhoe, and Flatbed) has either been ordered or has already been received.

### **DISCUSSION:**

District staff worked with several local vendors in order to find a tool truck that best fit the needs of the crew. The 2017 Ford F-550 with Stellar TMAX Utility Body and Crane will be purchased under a National Joint Powers Alliance (NJPA) agreement. NJPA is a public agency that performs comparative analysis and enters into cooperative purchasing contracts for the benefit of its members. NJPA contracts are competitively solicited nationally, reviewed, evaluated by committee, and recommended to the NJPA Board of Directors for award. Staff carefully evaluated the Stellar against other models available on the market and found it to best meet the requirements and specifications required by MNWD.