



moulton niguel water district

FINANCE & INFORMATION TECHNOLOGY

BOARD OF DIRECTORS' MEETING

MOULTON NIGUEL WATER DISTRICT

27500 La Paz Road, Laguna Niguel

May 17, 2017

8:30 AM

Approximate Meeting Time: 2 Hours

1. CALL MEETING TO ORDER
2. APPROVE THE MINUTES OF THE APRIL 19, 2017 FINANCE AND INFORMATION TECHNOLOGY 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.

PRESENTATIONS

4. Website Presentation

DISCUSSION ITEMS

5. Professional Services Agreement for 54-Inch Central Intertie Pipeline Improvements
6. Professional Services Agreement for Hydrogeological Services
7. Amendment No. 2 to the Professional Services Agreement – LSA Associates, Inc.

INFORMATION ITEMS

8. Fiscal Year 2017-18 Budget Review
9. Quarterly Construction Progress Report
10. Quarterly Capital Improvement Program Report

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

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.



moulton niguel water district

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MINUTES OF THE REGULAR MEETING OF THE FINANCE & INFORMATION TECHNOLOGY BOARD OF DIRECTORS OF THE MOULTON NIGUEL WATER DISTRICT

April 19, 2017

A Regular Meeting of the Finance & Information Technology 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 April 19, 2017. There were present and participating:

DIRECTORS

Duane Cave	Director
Scott Colton	Vice President
Richard Fiore	Director
Donald Froelich	President
Gary Kurtz	Director
Larry Lizotte	Director
Brian Probolsky	Vice President/Chair (arrived at 8:31 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
Gina Hillary	Director of Human Resources
Drew Atwater	Director of Planning
Jake Vollebregt	Director of Regional & Legal Affairs
Paige Gulck	Board Secretary
Tim Bonita	Recording Secretary
Trevor Agrelius	MNWD
Todd Dmytryshyn	MNWD
Tracy Ingebrigtsen	MNWD
Medha Patel	MNWD
Lindsey Stuvick	MNWD
Carole Wayman-Piascik	MNWD
Rod Woods	MNWD

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Jeffrey Dunn
Doug Chotkevys
Roger Faubel
Jose Solorio
Stephen Dopudja
Jon Wells

Best, Best, & Krieger
Chotkevys Consulting
Faubel Public Affairs
Nossaman, LLP
West Yost Associates
West Yost Associates

1. CALL MEETING TO ORDER

The meeting was called to order by Richard Fiore at 8:30 a.m.

2. APPROVE THE MINUTES OF THE MARCH 15, 2017 FINANCE AND INFORMATION TECHNOLOGY BOARD OF DIRECTORS' MEETING

MOTION DULY MADE BY DUANE CAVE AND SECONDED BY GARY KURTZ, MINUTES OF THE MARCH 15, 2017 FINANCE AND INFORMATION TECHNOLOGY 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.

PRESENTATION ITEMS

4. Water Loss Presentation

Brian Probolsky arrived at 8:31 a.m.

Drew Atwater presented the Water Loss Control Program Update. Key topics presented included the water loss management approach, overview of revenue/non-revenue water, revenue optimization, real loss reduction, water balance for Fiscal Year (FY) 2014-15 & 2015-16, the district metered area pilot goals and steps, and tracking water loss with Advanced Metering Infrastructure (AMI).

DISCUSSION ITEMS

8. Grant Administration Services Agreement

This item was taken after item #4. Joone Lopez provided a brief background on the item. Jake Vollebregt provided information on the grant administration services agreements. Staff recommends that the Board of Directors authorize staff to execute the professional services agreements with Nossaman and West Yost for grant administration services. Jose Solorio from Nossaman and Stephen Dopudja from West Yost provided

brief introductions on their companies and services. Discussion ensued regarding the scope and terms of the agreements.

PRESENTATION ITEMS CONTINUED

5. Capital Improvement Program Budget

Rod Woods presented the Capital Improvement Program (CIP) Budget. Key items presented included the Fiscal Year (FY) 2016-17 budget review, the proposed 10-year CIP, the FY 2017-18 proposed CIP and projects, and the CIP funding. Discussion ensued regarding the program.

DISCUSSION ITEMS

6. Rescinding Water Shortage Contingency Plan Stage 1

Drew Atwater provided details on the item. Staff recommends that the Board of Directors approve the resolution entitled, "Rescinding Water Shortage Stage 1."

7. Processing Government Claims

Jake Vollebregt provided information on the item. Staff recommends that the Board of Directors approve the Resolution entitled, "Authorizing the General Manager to Settle, Approve, or Reject Claims Against the District up to Certain Dollar Amounts". Discussion ensued regarding the resolution.

9. District Email Policy

Jake Vollebregt provided information on the policy. Staff recommends that the Board of Directors approve the District E-Mail Policy (POL A-2). Discussion ensued regarding the policy.

INFORMATION ITEMS

10. Monthly Financial Report

Trevor Agrelius presented the Monthly Financial Report.

11. Long Term Efficiency Framework Update

This item was continued to the Thursday, April 20, 2017 Board of Directors' Meeting.

12. Water Usage Update

This item was continued to the Thursday, April 20, 2017 Board of Directors' Meeting.

13. Communications & Outreach Report

This item was continued to the Thursday, April 20, 2017 Board of Directors' Meeting.

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

None.

15. Late Items (Appropriate Findings to be Made)

None.

CLOSED SESSION

16. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

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

Receipt of claims from claimants South Coast Water District, South Orange County Wastewater Authority for PC 15, City of Laguna Beach, and Emerald Bay Services District

The Board entered closed session at 10:50 a.m. and exited at 12:54 p.m. Jeffrey Dunn provided the following report:

A motion was made by Director Fiore, seconded by Director Cave to authorize sending the applicable claim rejection letters.

THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, SCOTT COLTON, RICHARD FIORE, DONALD FROELICH, GARY KURTZ, LARRY LIZOTTE, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.

ADJOURNMENT

The meeting was adjourned at 12:56 p.m.

Respectfully submitted,

Tim Bonita
Recording Secretary



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STAFF REPORT

TO: Board of Directors **MEETING DATE:** May 17, 2017

FROM: Rodney S. Woods, Assistant Director of Engineering
Alex Thomas, Senior Engineer

SUBJECT: Professional Services Agreement for 54-Inch Central Intertie Pipeline Improvements

DIVISION: District-wide

SUMMARY:

Issue: Board action is required to execute a Professional Services Agreement for engineering services for the 54-Inch Central Intertie Pipeline Improvements, Project No. 2016.007.

Recommendation: It is recommended that the Board of Directors approve the Professional Services Agreement for engineering services with Dudek in the amount of \$380,296; authorize the General Manager or designee to execute the agreement; and to approve amendments up to 10% of the contract value.

Fiscal Impact: Project No. 2016.007 is budgeted in Fund 7, Rehabilitation and Replacement with a proposed FY 2017-18 project budget of \$2,600,000.

Reviewed by Legal: Yes

BACKGROUND:

The Moulton Niguel Water District (District) owns and operates a large-diameter potable water transmission main in Oso Parkway. This transmission main is referred to as the Central Intertie Pipeline (CIP) and is the District's only connection to the South County Pipeline. The CIP currently delivers more than half of the imported potable water to the District. The CIP was constructed in the 1990s over 10 years. The pipeline begins as a 54-inch diameter steel pipe at the South County Pipeline Turnout and ends as a 36-inch diameter steel pipe at the Bridlewood Flow Control Facility. Exhibit A shows the location of the facilities.

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Professional Services Agreement for 54-Inch Central Intertie Pipeline Improvements

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Three inspection efforts have been conducted on the CIP since 2012. The resulting inspection reports identified improvements that would significantly extend the life of the pipeline and reduce the potential for leaks. The engineering services for this project include design and preparation of construction documents for the proposed improvements including: replacing corroded pipeline appurtenances, relocating air release valves outside of manways, sealing entry points of nuisance water into manways, and installing an impressed current cathodic protection system. The engineering services also include specialty inspection during construction of the cathodic protection system.

DISCUSSION:

On March 7, 2017, staff issued a RFP for engineering consulting services to seven qualified engineering consulting firms. Two proposals were received and are summarized below:

Consultant / Firm	Proposed Fee
Dudek	\$380,296
Stantec	\$436,000

Staff performed a thorough review of the proposals received to determine the overall best value for the professional services required. Based on the consultants' specific project understanding and approach, overall proposal quality, project specific experience, proposed project team and cost, staff recommends that Dudek be awarded the professional services contract.

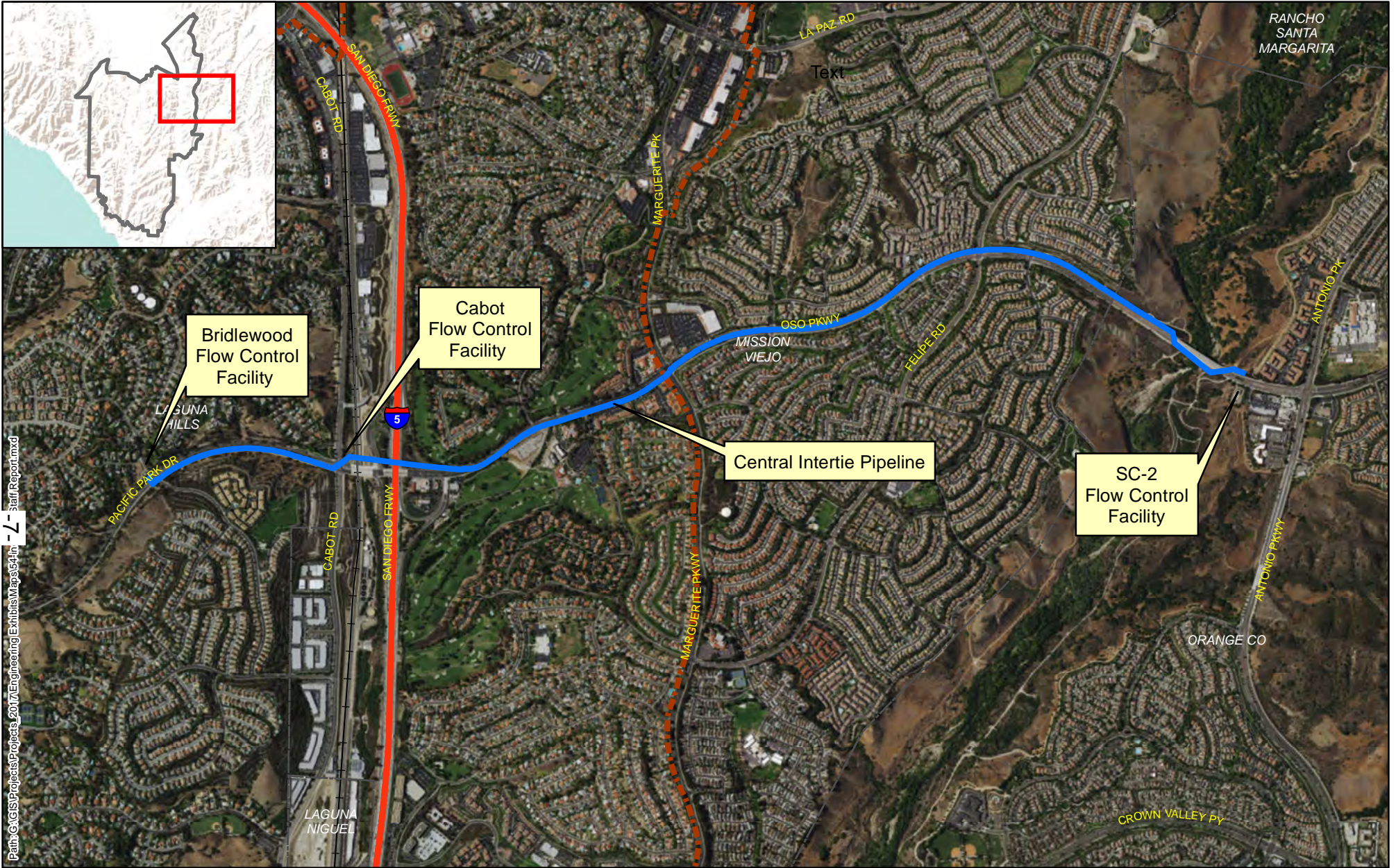
SUMMARY OF PROJECT BUDGET:

	Project Budget	Proposed / Approved Contract	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	\$425,000	\$380,296	\$38,029	\$418,325
Construction	\$2,125,000	\$2,125,000	\$0	\$2,125,000
Legal, Permits, District Labor	\$50,000	\$56,675	\$0	\$56,675
Totals	\$2,600,000	\$2,561,971	\$38,029	\$2,600,000

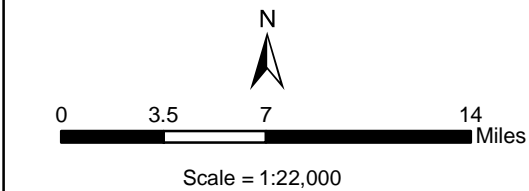
Currently Proposed Amount

Attachments:

1. Exhibit A – Location Map
2. Exhibit B – Professional Services Agreement



Path:\GIS\Projects\Projects_2017\Engineering\Exhibits\Maps\54-In-1-Start\Report.mxd



**EXHIBIT "A" LOCATION MAP
54-Inch Central Intertie Pipeline
Improvements Project**

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
MOULTON NIGUEL WATER DISTRICT AND**

**MNWD PROJECT: 54-INCH CENTRAL INTERTIE PIPELINE IMPROVEMENTS
CONTRACT NO. 2016.007**

THIS AGREEMENT (the "Agreement") is dated as of _____, 2017, by and between Dudek, hereinafter referred to as the "ENGINEER" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of engineering services to MNWD by ENGINEER. MNWD and ENGINEER may sometimes be referred to in this Agreement individually as "party" and together as "parties."

RECITALS

ENGINEER proposes to provide services to MNWD in connection with the evaluation, design and construction support services for the 54-Inch Central Intertie Pipeline Improvements project (the "Project"). The scope of work to be performed by ENGINEER under this Agreement is described in **Exhibit A** hereto, which is incorporated herein (the "Scope of Work").

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

AGREEMENT

SECTION I - ENGINEERING SERVICES, AUTHORIZATION

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

Section 1.2 ENGINEER agrees to complete the design work described in the Scope of Work no later than April 1, 2019. ENGINEER further agrees to complete all other work within the time periods set forth in the Scope of Work. Time is of the essence in this Agreement.

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

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shall have an additional amount of time to be agreed upon in writing between the parties pursuant to Section 1.1 and an executed addendum, in which to complete the work. ENGINEER shall not begin work on any services pursuant to this Agreement until receipt of MNWD'S written direction to proceed. Upon receipt of such notice, ENGINEER shall immediately commence the work described in Exhibit A.

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

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

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

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

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

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

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

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

SECTION II - ENGINEERING FEES

Section 2.1 In consideration for providing the engineering services referred to in SECTION I herein, MNWD agrees to compensate ENGINEER on an hourly rate basis, with a not-to-exceed maximum amount of **Three Hundred Eighty Thousand Two Hundred Ninety Six** Dollars (\$380,296) (which maximum amount is inclusive of 'labor costs' and 'direct costs', as further discussed below). The breakdown of the fee and costs for the Project is attached hereto as Exhibit C which is incorporated herein. Compensation shall be on an hourly rate basis for labor costs as defined herein below in Section 2.2 plus 100% of the reasonable direct costs as

defined below in Section 2.3.

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

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

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

SECTION III - WARRANTY

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

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

Section 3.3 ENGINEER's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

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

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

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

SECTION IV - INSURANCE AND INDEMNIFICATION

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

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

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

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

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

of subrogation in favor of MNWD and its' directors, officers, employees and representatives.

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

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

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

Section 4.5 Indemnity.

(a) To the fullest extent permitted by law, ENGINEER shall defend (with counsel reasonably approved by the City), indemnify and hold MNWD, City of Laguna Niguel, City of Mission Viejo, and their respective officials, officers, employees, agents and designated volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of ENGINEER, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the ENGINEER'S services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses, including but not limited to legal costs and expenses incurred by the in connection with any Claim or in enforcing the indemnity herein provided. Notwithstanding the foregoing, to the extent ENGINEER'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER. ENGINEER'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by MNWD, its officials, officers, employees, agents or City designated volunteers.

(b) In any and all claims against the indemnified parties by any employee of the ENGINEER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be

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limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the ENGINEER, or any subcontractor, or other person under workers' compensation acts, disability benefit acts, or other employee acts.

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

SECTION V – CALIFORNIA LABOR CODE REQUIREMENTS

ENGINEER is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, ENGINEER agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. The Director of the Department of Industrial Relations has opined that certain geotechnical and related services are subject to the payment of prevailing wages and it shall be incumbent upon the ENGINEER to determine whether the Prevailing Wage Laws are applicable to the services and to comply with the Prevailing Wage Laws, if applicable. MNWD shall provide ENGINEER with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. ENGINEER shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the ENGINEER'S principal place of business and at the Project site. ENGINEER shall defend, indemnify and hold MNWD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the ENGINEER or its consultants to comply with the Prevailing Wage Laws.

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

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

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

SECTION VII - GENERAL

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

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

Section 7.3 Books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this Agreement shall be maintained by ENGINEER and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under this Agreement for inspection by MNWD.

Section 7.4 Any notice required or permitted to be given hereunder if not otherwise specified herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service a hand delivery, and addressed to:

To MNWD - Attn: Rod Woods, Assistant Director of Engineering
Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA 92677-3489

To ENGINEER - Attn: Russ Bergholz, Principal Engineer
Dudek
27372 Calle Arroyo
San Juan Capistrano, CA 92675

Section 7.5 California law shall govern the interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

Section 7.6 In the event an action is commenced by either party to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all costs and expenses, including court costs, plus a reasonable amount for attorney's fees.

Section 7.7 If any section of this Agreement or provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or

#5.

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

Section 7.8 It is expressly understood and agreed that ENGINEER is an independent contractor and not an employee of MNWD while engaged in carrying out this Agreement. ENGINEER warrants that it will not represent, at any time or in any manner, that ENGINEER is an employee or agent of MNWD. ENGINEER shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD.

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

Section 7.9 This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement or any interest herein shall be made by ENGINEER without prior written consent of MNWD.

Section 7.10 This Agreement may be executed in counterparts, each of which shall be deemed an original.

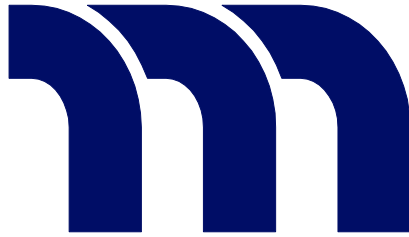
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, _____.

Moulton Niguel Water District

By: _____
Joone Lopez
General Manager

ENGINEER – [insert name]

By: _____
Title: _____



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** May 17, 2017

FROM: Rodney S. Woods, Assistant Director of Engineering
Alex Thomas, Senior Engineer

SUBJECT: Professional Services Agreement for Hydrogeological Services

DIVISION: District-wide

SUMMARY:

Issue: Board action is required to execute a Professional Services Agreement for Hydrogeological Services within the Aliso Creek Canyon.

Recommendation: It is recommended that the Board of Directors approve the Professional Services Agreement for Hydrogeological Services with Thomas Harder & Co. in the amount of \$122,061; authorize the General Manager or designee to execute the agreement; and to approve amendments up to 10% of the contract value.

Fiscal Impact: There are sufficient funds in the FY 2016-17 and proposed FY 2017-18 Operating Budgets.

Reviewed by Legal: Yes

BACKGROUND:

In 2015, the District completed a preliminary hydrogeological evaluation of a potential groundwater source within the Aliso Creek Canyon that could be used to supplement the District’s recycled water system. This groundwater source could be particularly valuable during peak system demands or during maintenance outages in the recycled water system. The specific study area was within the Aliso Creek Watershed west of Alicia Parkway between Pacific Park Drive and Aliso Creek Road within the Cities of Aliso Viejo and Laguna Niguel (refer to Exhibit A). This evaluation included a preliminary review of the anticipated hydrogeological conditions to determine if the groundwater source was viable. The study concluded that there was a potentially viable source of groundwater within the study area but recommended additional field investigations.

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Professional Services Agreement for Hydrogeological Services

May 17, 2017

Page 2 of 2

The proposed additional field investigations include: performing seismic refraction surveys; drilling and installing monitoring wells, testing soil samples; testing water quality; and performing aquifer pumping tests. If field investigations are determined to be successful, the proposed hydrogeological consultant will also provide a report recommending the size, number, locations, pumping capacity, and associated costs of the extraction wells.

DISCUSSION:

On February 2, 2017, staff issued a RFP for hydrogeological consulting services to four qualified consulting firms. Four proposals were received and are summarized below:

Consultant / Firm	Proposed Fee
American Geotechnical, Inc.	\$61,650
Geosyntec Consultants	\$122,000
Thomas Harder & Co.	\$122,061
Richard Slade & Associates, LLC	\$148,290

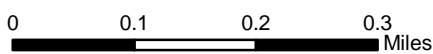
Staff performed a thorough review of the proposals received to determine the overall best value for the professional services required. Based on the consultants' specific project understanding and approach, overall proposal quality, project specific experience, proposed project team and cost, staff recommends that Thomas Harder & Co. be awarded the professional services contract. The scope of work proposed by American Geotechnical, Inc. did not include the installation and development of monitoring wells nor did it propose the performance of aquifer pump testing. Staff believes that the approach proposed by the other firms to include this work would provide important information necessary for the District to determine if the next step of installing extraction wells is appropriate.

Attachments:

1. Exhibit A – Location Map
2. Exhibit B – Professional Services Agreement



Path: G:\GIS\Projects\Projects_2017\Engineering\Exhibits\Maps\AlisoCreek.mxd



Scale = 1:10,000

EXHIBIT "A" LOCATION MAP
Hydrogeological Services for
Aliso Creek Canyon

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
MOULTON NIGUEL WATER DISTRICT AND**

**MNWD PROJECT: Hydrogeological Services for Aliso Creek Canyon Recycled Water
Source
CONTRACT NO. OM16-17.056**

THIS AGREEMENT (the "Agreement") is dated as of _____, 2017, by and between Thomas Harder & Company, hereinafter referred to as the "ENGINEER" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of engineering services to MNWD by ENGINEER. MNWD and ENGINEER may sometimes be referred to in this Agreement individually as "party" and together as "parties."

RECITALS

ENGINEER proposes to provide services to MNWD in connection with the evaluation, design and construction support services for the 54-Inch Central Intertie Pipeline Improvements project (the "Project"). The scope of work to be performed by ENGINEER under this Agreement is described in **Exhibit A** hereto, which is incorporated herein (the "Scope of Work").

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

AGREEMENT

SECTION I - ENGINEERING SERVICES, AUTHORIZATION

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

Section 1.2 ENGINEER agrees to complete the design work described in the Scope of Work no later than May 15, 2018. ENGINEER further agrees to complete all other work within the time periods set forth in the Scope of Work. Time is of the essence in this Agreement.

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

#6.

projected to be exceeded due to circumstances beyond the control of ENGINEER, ENGINEER shall have an additional amount of time to be agreed upon in writing between the parties pursuant to Section 1.1 and an executed addendum, in which to complete the work. ENGINEER shall not begin work on any services pursuant to this Agreement until receipt of MNWD'S written direction to proceed. Upon receipt of such notice, ENGINEER shall immediately commence the work described in **Exhibit A**.

Section 1.3 ENGINEER'S geologist, duly licensed in the State of California, who shall be the Principal in Charge of work, is Thomas Harder, P.G.

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

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

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

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

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

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

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

SECTION II - ENGINEERING FEES

Section 2.1 In consideration for providing the engineering services referred to in SECTION I herein, MNWD agrees to compensate ENGINEER on an hourly rate basis, with a not-to-exceed maximum amount of **One Hundred Twenty Two Thousand Sixty One Dollars (\$122,061)** (which maximum amount is inclusive of 'labor costs' and 'direct costs', as further discussed below). The breakdown of the fee and costs for the Project is attached hereto as **Exhibit C**

which is incorporated herein. Compensation shall be on an hourly rate basis for labor costs as defined herein below in Section 2.2 plus 100% of the reasonable direct costs as defined below in Section 2.3.

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

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

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

SECTION III - WARRANTY

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

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

Section 3.3 ENGINEER's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

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

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

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

at the sole risk of MNWD.

SECTION IV - INSURANCE AND INDEMNIFICATION

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

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

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

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

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

for their employees and shall file with the MNWD the certificate required by Labor Code Section 3700. The workers compensation/Employer's Liability insurance shall be endorsed with a waiver of subrogation in favor of MNWD and its' directors, officers, employees and representatives.

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

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

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

Section 4.5 Indemnity.

(a) To the fullest extent permitted by law, ENGINEER shall defend (with counsel reasonably approved by the City), indemnify and hold MNWD, City of Laguna Niguel, City of Mission Viejo, and their respective officials, officers, employees, agents and designated volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of ENGINEER, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the ENGINEER'S services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses, including but not limited to legal costs and expenses incurred by the in connection with any Claim or in enforcing the indemnity herein provided. Notwithstanding the foregoing, to the extent ENGINEER'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER. ENGINEER'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by MNWD, its officials, officers, employees, agents or City designated volunteers.

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(b) In any and all claims against the indemnified parties by any employee of the ENGINEER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the ENGINEER, or any subcontractor, or other person under workers' compensation acts, disability benefit acts, or other employee acts.

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

SECTION V – CALIFORNIA LABOR CODE REQUIREMENTS

ENGINEER is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, ENGINEER agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. The Director of the Department of Industrial Relations has opined that certain geotechnical and related services are subject to the payment of prevailing wages and it shall be incumbent upon the ENGINEER to determine whether the Prevailing Wage Laws are applicable to the services and to comply with the Prevailing Wage Laws, if applicable. MNWD shall provide ENGINEER with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. ENGINEER shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the ENGINEER's principal place of business and at the Project site. ENGINEER shall defend, indemnify and hold MNWD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the ENGINEER or its consultants to comply with the Prevailing Wage Laws.

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

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

ENGINEER shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under SECTION II of this Agreement.

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

SECTION VII - GENERAL

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

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

Section 7.3 Books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this Agreement shall be maintained by ENGINEER and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under this Agreement for inspection by MNWD.

Section 7.4 Any notice required or permitted to be given hereunder if not otherwise specified herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service a hand delivery, and addressed to:

To MNWD - Attn: Rod Woods, Assistant Director of Engineering
 Moulton Niguel Water District
 27500 La Paz Road
 Laguna Niguel, CA 92677-3489

To ENGINEER - Attn: Thomas Harder, Principal Geologist
 1260 N. Hancock St.
 Suite 109
 Anaheim, California 92807

Section 7.5 California law shall govern the interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

Section 7.6 In the event an action is commenced by either party to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all costs and expenses, including court costs, plus a reasonable amount for attorney's fees.

#6.

Section 7.7 If any section of this Agreement or provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

Section 7.8 It is expressly understood and agreed that ENGINEER is an independent contractor and not an employee of MNWD while engaged in carrying out this Agreement. ENGINEER warrants that it will not represent, at any time or in any manner, that ENGINEER is an employee or agent of MNWD. ENGINEER shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD.

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

Section 7.9 This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement or any interest herein shall be made by ENGINEER without prior written consent of MNWD.

Section 7.10 This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, _____.

Moulton Niguel Water District

By: _____
Joone Lopez
General Manager

ENGINEER – [insert name]

By: _____
Title: _____



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** May 17, 2017

FROM: Matt Collings, Assistant General Manager

SUBJECT: Amendment No. 2 to the Professional Services Agreement – LSA Associates, Inc.

DIVISION: District-Wide

SUMMARY:

Issue: Additional consulting services are required to prepare the appropriate environmental documentation necessary to support the development of the District's Operations Center Consolidation and Improvement Project.

Recommendation: It is recommended that the Board of Directors approve Amendment No. 2 to the Professional Services Agreement with LSA Associates, Inc. for an amount not-to-exceed \$30,150 for a total contract amount of \$183,226; authorize the General Manager or designee to execute Amendment No. 2; and to approve change orders up to 15% of the total contract value

Fiscal Impact: Sufficient funds are included in the Capital Budget associated with the Operations Center Consolidation and Improvement Project budget adopted by the Board of Directors.

BACKGROUND:

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

#7.

Amendment No. 2 to the Professional Services Agreement – LSA Associates, Inc.
May 17, 2017
Page 2 of 2

Early planning efforts on the proposed project included preliminary site layout and architecture work with Ware Malcomb to develop a proposed project for further evaluation through the necessary California Environmental Quality Act (CEQA) process, as well as the permitting with the City of Laguna Hills. Following a competitive procurement process and discussions with the Board Ad-Hoc committee for the proposed project, the District initiated a contract with LSA Associates, Inc. to initiate the environmental analysis in an amount not-to-exceed \$74,236. The scope of work for the first phase of the environmental work included preparing an Initial Study and conducting several technical studies, including a traffic study, noise study, etc. This technical work will be included in the final CEQA document.

In May 2016, the Board of Directors authorized the first amendment to the contract with LSA Associates, Inc. to prepare a Mitigated Negative Declaration (MND), including additional technical analyses and a jurisdictional delineation of the site. The MND was prepared based on the Initial Study that was developed in Phase 1. The majority of the work under the initial contract and amendment No. 1 has been completed at this time.

DISCUSSION:

As the environmental analysis of the proposed project is nearing completion, LSA Associates, Inc. have identified some additional scope items. The additional scope items proposed in Amendment No. 2 are:

- Air Quality Monitoring and Report Update
- Additional Traffic Analysis at Moulton Parkway and Gordon Road
- Additional Noise Analysis
- Updates to the Mitigated Negative Declaration and supporting technical analyses

District staff have discussed the proposed additional scope items with LSA Associates, Inc. and recommend approval of Amendment No. 2 to the existing contract. The proposed contract amendment was discussed with the project Ad-Hoc committee.

The Mitigated Negative Declaration (MND) is expected to be finalized in June. At that time, a Notice of Intent to Adopt a Mitigated Negative Declaration will be circulated to project stakeholders and adjacent property owners for a 30-day public review and comment period. Prior to being presented to the Board of Directors for consideration of adoption, District staff and LSA Associates, Inc. will review and respond to comments received during the public comment period.

Attachments:

1. Original Agreement: executed December 7, 2015
2. Amendment No. 1

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
MOULTON NIGUEL WATER DISTRICT AND LSA ASSOCIATES, INC.
MNWD PROJECT: CEQA COMPLIANCE FOR OPERATIONS CENTER
CONSOLIDATION AND IMPROVEMENT
PROJECT NO. 2014.015**

THIS AGREEMENT (the "Agreement") is dated as of December 7, 2015 (the "Effective Date"), by and between LSA ASSOCIATES, INC., hereinafter referred to as the "CONSULTANT" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of CONSULTING services to MNWD by CONSULTANT. MNWD and CONSULTANT may sometimes be referred to in this Agreement individually as "party" and together as "parties."

RECITALS

CONSULTANT proposes to provide CEQA compliance consulting services to MNWD to include preparation of a CEQA initial study (the "Services"). The scope of services to be performed by CONSULTANT under this Agreement is described in **Exhibit A** hereto, which is incorporated herein (the "Scope of Services").

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

AGREEMENT

SECTION I - CONSULTING SERVICES

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

SECTION II – SCOPE OF SERVICES AND PERFORMANCE

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

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

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

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

Section 2.5 CONSULTANT agrees to coordinate the work to ensure its timely completion and shall promptly notify MNWD of any anticipated delays or causes or casualties beyond CONSULTANT'S control which may affect the work schedule. CONSULTANT shall not begin work on any Services pursuant to this Agreement until receipt of MNWD'S written direction to proceed. Upon receipt of such notice, CONSULTANT shall immediately commence the work described in Exhibit A. The Services shall be completed in an expeditious manner and pursuant to the schedule listed in Exhibit A. Time is of the essence in this Agreement.

Section 2.6 CONSULTANT's principal in charge of the Services is Nicole Dubois.

Section 2.7 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 Services. CONSULTANT is responsible to MNWD for the acts and omissions of its subcontractors as it is for persons directly employed by CONSULTANT. Nothing contained in this Agreement creates any contractual relationship between any subcontractor and MNWD. CONSULTANT shall not allow any subcontractor to commence work or services under any subcontract until all insurance required of CONSULTANT has been obtained for the subcontractor.

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

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

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

SECTION III – TERM

Section 3.1 This Agreement shall commence as of the Effective Date and continue in effect through **June 30, 2016** unless otherwise terminated by either party pursuant to Section VIII herein.

SECTION IV – PRICE AND PAYMENT TERMS

Section 4.1 In consideration for providing the Services, MNWD agrees to compensate CONSULTANT on a time and materials basis up to a not-to-exceed maximum Agreement amount of **Seventy-Four Thousand Two Hundred Thirty-Six (\$74,236)**, which is inclusive of all costs, including labor and direct costs. The breakdown of the fees and direct costs for the project is attached hereto as **Exhibit B** which is incorporated herein.

Section 4.2 Labor costs shall be the total number of hours worked multiplied by the applicable hourly billing rate. The current billing rates of CONSULTANT for the Services are set forth in **Exhibit C**, which is attached hereto and incorporated herein.

Section 4.3 Monthly payments will be made based on submittal of invoices by CONSULTANT. Invoices will include the date or period of Services, the number of hours worked by various labor categories, the hourly billing rate per individual, a complete description of the Services performed, the total amount due and, when requested by MNWD, any support documentation sufficient to validate the charges for each invoice item. Only one bill per month shall be submitted by CONSULTANT, showing amounts due for CONSULTANT during the monthly billing period. Incomplete invoices will be returned unpaid to CONSULTANT.

SECTION V - WARRANTY

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

SECTION VI - INSURANCE AND INDEMNIFICATION

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

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

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

Section 6.2 General/Automobile Liability Insurance. CONSULTANT and each of its sub-consultants/subcontractors shall maintain throughout the term of this Agreement a general liability policy of insurance for bodily injury and/or death, personal injury and property damage claims which may arise from or in connection with the performance of the work under this Agreement by CONSULTANT and its sub-consultants/subcontractors, and each of their agents, representatives, or employees. Such public liability and property damage insurance (which shall cover claims, injury, death, loss or damage or accidents from the use or operation of any automobiles, trucks and/or other mobile or stationary equipment, whether owned, non-owned or hired) shall be comprehensive in form and shall be on a "per occurrence" basis in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit in a minimum amount at least twice the per occurrence limit specified in this Section.

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

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

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

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

Any deductibles or self-insured retentions must be declared in writing and approved by MNWD. At the option of MNWD, either: the insurance provider(s) shall reduce or eliminate such deductibles or self-insured retentions as respects the MNWD and its' directors, officers,

employees and representatives; or the CONSULTANT shall provide a financial guarantee satisfactory to MNWD guaranteeing payment of losses and related investigations, claim administration and defense expenses. Maintenance of insurance coverage as specified in this Agreement is a material term of this Agreement, and any failure to maintain or renew coverage, or to provide evidence thereof, as required by the terms is a material breach of this Agreement.

Section 6.5 Indemnity.

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

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

SECTION VII - SUBCONTRACTING

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

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

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

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

SECTION VIII - TERMINATION OR ABANDONMENT

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

work or services hereunder, unless otherwise instructed by MNWD in such notice.

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

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

SECTION IX - GENERAL

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

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

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

To MNWD - Attn: Matt Collings, Assistant General Manager
 Moulton Niguel Water District
 26161 Gordon Road
 Laguna Hills, CA 92653

To CONSULTANT - Attn: Nicole Dubois
 LSA Associates, Inc.
 20 Executive Park, Suite 200
 Irvine, CA 92614

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

Section 9.5 In the event an action is commenced by either party to enforce its rights or

obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all costs and expenses, including court costs, plus a reasonable amount for attorney's fees.

Section 9.6 If any section of this Agreement or provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

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

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


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

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


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

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

Moulton Niguel Water District

By: 
Joahe Lopez
General Manager

CONSULTANT – LSA ASSOCIATES, INC.

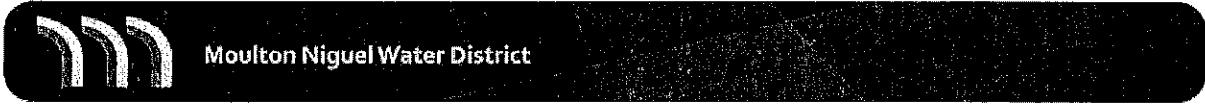
By: 
Title: Les Card, Chairman/CEO

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EXHIBIT A

SCOPE OF SERVICES



SCOPE OF WORK FOR PHASE I

As a result of almost four decades of successful experience addressing environmental issues on projects throughout California, LSA has developed a unique understanding of CEQA and the special attention that a project of this scope and breadth requires. More specifically, LSA’s work plan will provide the MNWD with the following:

- Phase I: An Initial Study with analysis commensurate with the level of detail available in current project plans and planning documents. Phase I will also include preparation of technical reports as outlined below.
- Phase II: Preparation of all documentation necessary to allow environmental clearance of the projects, including site preparation, construction, and use of the site as envisioned in the Specific Plan. Documentation will include notices, mailings, exhibits, Draft ND/EIR and Final ND/EIR, Findings (is necessary), and a Notice of Determination (NOD) (if necessary). A scope and budget for Phase II tasks will be provided upon request.
- An environmental analysis of all aspects of the Project consistent with CEQA and the MNWD and City of Laguna Hills requirements and procedures in a document that is thorough, defensible, and complete.
- A sensitivity to cost considerations.
- A responsive schedule. A proposed schedule is provided at the end of this section; schedule refinement would occur at the kickoff meeting.

TASK 1: PROJECT INITIATION AND KICKOFF MEETING

LSA will meet with the MNWD to discuss the proposed Project, schedule, and objectives. LSA will provide a list of data needs, discuss document format and thresholds, and review any existing technical information that is made available by the MNWD. The meeting will be held with the MNWD to accomplish the following:

- Establish a mutual understanding of the Project objectives, explore community concerns regarding the Project, and discuss the MNWD and the City’s expectations for the consultant’s work effort;
- Obtain relevant plans, reports, ordinances, and studies applicable to the Project;
- Refine the Scope of Work to be performed to satisfy CEQA requirements, if needed;
- Define communication protocols for requesting information from the MNWD and City staff; and
- Refine the Project schedule, establish protocols for product review with the MNWD, and define Project milestones and decision points.

After the kickoff meeting, LSA will prepare a schedule for completing the environmental process (Phase I) for the Project based on a detailed understanding of the Project and strategy discussions with the MNWD staff. The schedule will be submitted for review by the MNWD staff.



Task 1.2: Native American Consultation

Per Assembly Bill 52 (AB 52), Native American consultation is required for any CEQA project that has a notice of preparation or a notice of negative declaration filed or mitigated negative declaration on or after July 1, 2015. The Lead Agency must notify Tribes that have requested to be notified regarding projects, within 14 days of determining that a project application is complete or deciding to undertake a project (i.e., prior to the release of the environmental document). While this is a government-to-government process between the MNWD and the Native American tribe(s) that request consultation per AB 52 or as identified by the Native American Heritage Commission (NAHC), LSA is available to assist the MNWD with AB 52 consultation.

Tasks will include the following: LSA will contact the NAHC to request a list of tribes/groups/individuals with ancestral ties to the Project area that could have interest in consulting with the City on the Project. LSA will then contact each party on behalf of the City via certified letter, describing the Project and requesting that the recipient respond within 30 days if they would like to consult with the City on the Project. The process, including all communication and any responses, will be summarized in a memorandum that can be included in the environmental document to support the MNWD's efforts at consultation per AB 52.

TASK 2: PROJECT DESCRIPTION

LSA will draft a Project Description for inclusion in the IS based on plans and information provided by the MNWD. The Project Description will be used by LSA to determine the potential environmental effects of project implementation. LSA will submit the draft Project Description to the MNWD for review and will revise the draft Project Description based on one round of review of comments. The Project Description forms the basis for the environmental analysis required to complete the IS checklist.

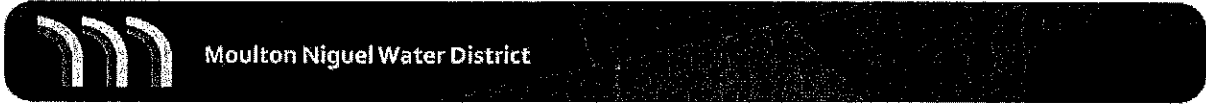
TASK 3: TECHNICAL STUDIES

Task 3.1: Transportation Analysis

LSA will create a circulation setting for both the existing condition and a future forecast horizon consistent with the opening year of the proposed Project. LSA will also collect traffic volume data at the entry to the site in order to inventory and report the traffic volumes related with the existing operation. These volumes will be reflected in the existing traffic counts collected at local intersections and roadway segments.

Morning and evening peak-hour intersection turn movement counts will be collected at up to eight intersections in the immediate study area. In addition, 24-hour machine counts will be collected along roadway segments leading to and from the site (including Gordon Road and Sunnyglen Avenue). Six midblock arterials will be counted. Should LSA and/or the MNWD receive a request from the City of Laguna Hills to expand or contract the study area, LSA will revise the scope of work and amend the budget accordingly.

LSA will set 24-hour machine count tubes at the entry to the facility and collect hourly directional traffic volumes reflecting the existing operations.



LSA will request traffic studies for future reasonably foreseeable cumulative development projects that may affect traffic conditions in the proposed Project study area. Up to three cumulative projects will be considered in this analysis. LSA will add these cumulative projects trips to the existing counts to arrive at a future condition traffic base for the study area intersections and roadways. Any committed capital projects, such as intersection lane additions or roadway segment modifications, will also be included in the future traffic base.

LSA will provide a traffic/circulation analysis of those features related directly to the proposed Project and not associated with other factors in the delivery of service and mission. LSA will develop a trip generation estimate based on operational characteristics associated with the MNWD consolidation and not related to growth in employment or other project or delivery elements outside the specific proposed Project. LSA will seek and obtain from the MNWD information on employee shifts and numbers, material delivery, fuel delivery, service call schedules, vehicle mix, outside community meetings, and any other elements related to the proposed Project that may affect trip generation and the distribution of those trips. LSA will then estimate the daily and morning and evening peak-hour trip generation inbound and outbound from the site based on this information. Any adjustments to reflect the existing operations will be made based on the counts collected at the entry. LSA will coordinate and collaborate with the MNWD to ensure that an accurate and realistic assessment of trip making is established prior to the identification of impacts.

The impact assessment will be prepared consistent with local, regional, and appropriate State guidelines and requirements. Levels of service will be determined with and without project traffic at critical intersections and roadway links for an existing and future year horizon. For any impacted locations, LSA will recommend improvements as mitigation measures. Depending on the severity of the impact, these recommendations may include operational enhancements, temporary improvements, and ultimately (and only if necessary) permanent capital improvements (e.g., signal installation and/or modifications, additional intersection turn lanes, and roadway augmentation, etc.). LSA will document the operations after mitigation consistent with CEQA requirements.

Task 3.2: Air Quality Analysis and Health Risk Assessment

LSA will prepare an Air Quality Assessment for the project in accordance with South Coast Air Quality Management District’s (SCAQMD) CEQA Air Quality Handbook guidelines.

To document existing conditions, LSA will prepare assessment of baseline air quality in the area based on data from SCAQMD and the California Air Resources Board (ARB). LSA will then prepare a quantitative assessment of project construction emissions using the California Emissions Estimator Model (CalEEMod). The assessment will include emissions from equipment used during site preparation, grading, and construction operations. Exhaust and dust emissions from worker commutes and equipment travel will also contribute to construction emissions. LSA will calculate the construction emissions commensurate with available project-specific information. Standard measures for construction activities recommended by the SCAQMD will be identified. Project operational emissions will also be calculated, including emissions from the proposed generator, which will be calculated using emission factors provided by the EPA. Emission factors from EPA will also be used to assess emissions from the fueling station including those from refueling, spillage loss, and breathing loss.



Using the emission estimates derived for construction and operational activities, LSA will conduct health risk assessments for both project construction and operation. The health risk assessment will utilize an air dispersion model (AERMOD) to determine pollutant concentrations at individual receptor locations. Results of the health risk assessment will identify the overall cancer risk, hazard index, and acute health risk to adjacent residents as a result of project construction and operation.

LSA will also prepare a quantitative assessment of localized significance following SCAQMD's methodology and qualitative analysis of project-related carbon monoxide (CO) hot-spots. Odors associated with Project operations and potential heat-island effects will be qualitatively assessed.

If necessary, mitigation measures will be identified to address potential air quality impacts associated with construction and operation of the Project. LSA will summarize the findings in a technical air quality report that can be appended to the environmental document, if desired.

Task 3.3: Greenhouse Gas Analysis

LSA will prepare a technical Global Climate Change (GCC) impact analysis consistent with applicable procedures and requirements. The Greenhouse Gas (GHG)/GCC impact analysis will place particular emphasis on delineating the issues specific to SCAQMD air quality requirements. In October 2008, the SCAQMD released a *Draft Guidance Document – Interim CEQA Greenhouse Gas (GHG) Significance Threshold* that suggested a tiered approach to project analysis. Unless MNWD or the City has a specific threshold or preferred methodology, LSA recommends proceeding with the GHG analysis using a tiered approach based on the SCAQMD's and the ARB's suggested screening thresholds.

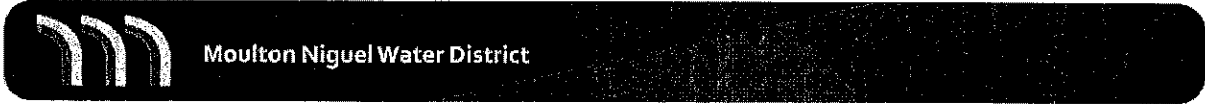
Emissions of carbon dioxide (CO₂), a key GHG identified in Assembly Bill (AB) 32, and other major GHGs such as methane (CH₄) and nitrous oxide (N₂O) from direct and indirect project-related sources will be calculated using CalEEMod. LSA will calculate the construction emissions commensurate with available project-specific information. Standard measures for construction activities recommended by the SCAQMD will be identified and incorporated as part of the Project's standard conditions. Potential cumulative GCC impacts associated with the proposed Project will be evaluated. Emissions of carbon dioxide equivalent (CO₂e) will be calculated and compared to the area emission levels. The Project's compliance with applicable plans and policies will be discussed. If necessary, mitigation measures will be identified to ensure that short-term GHG impacts will be reduced to the extent possible.

LSA will summarize the findings in a technical GHG memorandum that can be appended to the environmental document, if desired.

Task 3.4: Noise Analysis

LSA will prepare a Noise Impact Analysis that assesses the Project's potential effects on existing and future noise conditions. LSA will review applicable City noise and land use compatibility criteria for the Project area. The areas with potential noise impacts will be identified using land use information, aerial photographs, and field reconnaissance. A discussion of any existing sensitive uses in the Project vicinity, including residential uses and Mandeville Park, will be included.

The technical analysis will include the following components: (1) a description of existing noise conditions in and around the Project site as documented by up six short-term (15-minute) noise



measurements and two long-term (48-hour) noise measurements. LSA will work with District staff to assess noise levels for the various noise activities that currently occur on the Project site, including documentation of noise reduction benefits achieved by existing noise attenuation measures; (2) quantitative assessment of noise impacts on sensitive receptors related to project construction and operation such as noise from parking lot activity, traffic noise, stationary on-site mechanical equipment (HVAC, and generators, etc.), yard activities (i.e., loading, unloading, truck, and equipment activities), and any other noise source associated with the Project. The analysis will address daytime as well as nighttime activities, and if required; (3) mitigation measures will be identified, if necessary, to ensure that both short-term and long-term noise and vibration impacts, if any, will be reduced to the extent possible. LSA will summarize the findings in a technical noise report that can be appended to the environmental document, if desired.

Task 3.5: Biological Resources

Task 3.5.1: Biological Resources Report. LSA will review any relevant database records and other technical information pertaining to the study area. LSA will conduct a records search of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB), the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants of California, and the United States Fish and Wildlife Service (USFWS) Information for Planning and Conservation (iPAC) database, as well as utilize LSA biologists’ knowledge of southern California special-interest species to determine the likelihood of any special-interest biological resources occurrence on site.

A biological assessment of the study area will be conducted by qualified LSA biologists to document the presence/absence of any biological resources (i.e., species or habitats) of interest or concern, or to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. This biological survey will document the locations of any observable sensitive species within or near the proposed Project site. In addition, LSA will determine if ephemeral drainage that runs along the northern boundary of the proposed Project area is within the proposed project area and if a jurisdictional delineation is warranted.

It is LSA’s understanding that the City of Laguna Hills Municipal Code has no ordinances protecting trees or other biological resources on private property. Therefore, on-site trees will not be documented unless they are a special-interest species.

Following the fieldwork, LSA will prepare and submit a report that will include a description of the field methods used and the results of the biological surveys concerning the identified study area. The Biological Resources Report will include a list of plant and animal species observed in the study area and a general description and map of the plant communities present on site. If needed, LSA will prepare and incorporate into the report a graphic displaying the location of any sensitive biological resources observed. The report will be provided electronically in draft form for MNWD review. Following receipt of any comments or suggested revisions by MNWD, LSA will finalize the report.

Task 3.6: Phase I Environmental Site Assessment

Ninyo & Moore will prepare a Phase I Environmental Site Assessment (Phase I ESA) for the Project site. The Phase I ESA will be used to complete the hazards and hazardous materials analysis in the IS and any subsequent environmental document. The scope of services for the Phase I ESA will include the following:



- In accordance with the ASTM International (ASTM) E1527-13 standard and the EPA's All Appropriate Inquiry (AAI), site-specific information will be requested from MNWD in the form of a questionnaire (or an interview with a designated representative, at MNWD's discretion) and incorporate that information into the assessment. The questionnaire or interview will include a request for the following information:
 - Information regarding environmental cleanup liens or activity and use limitations associated with the site,
 - An opinion regarding the relationship of the purchase price to the fair market value of the site,
 - A statement of commonly known information regarding the site, and
 - A statement of any specialized knowledge or experience on the part of the purchaser or landowner.
- In accordance with the ASTM E1527-13 standard and AAI, it is the responsibility of the user of the report (in this case, MNWD) to conduct a review of recorded land title records and lien records for the site, or engage a title company to review such records. Relevant environmental information, if discovered during this review, must be provided to Ninyo & Moore. This is a relatively specialized activity for typical report users, and therefore, LSA's scope will include:
 - Purchase and review of environmental lien records for the site for evidence of site environmental liens and/or activity and use limitations.
 - If provided by MNWD, review of ownership records for the site, to evaluate probable past site uses and the possible impact on the current environmental status of the site.
- Review readily available maps and reports pertaining to the site. The MNWD is requested to provide copies of documents in its possession.
- Conduct interviews with property representatives if readily available regarding the environmental status of the site.
- Perform a site reconnaissance to visually observe areas of possibly contaminated surficial soil or surface water, improperly stored hazardous materials, possible sources of polychlorinated biphenyls, and possible risks of contamination from activities at the site and adjacent properties.
- Review readily available local regulatory agency files for the site. Requests will be made to the County Department of Health Services, the local Air Quality Management District, and the local Fire and Building Departments. Other agencies that may be contacted, depending on site history and conditions, include the local California RWQCB office and the State of California Department of Toxic Substances Control.
- Review available regulatory agency databases for the site and for properties located within a specified radius of the site. The purpose of this review is to evaluate the possible environmental impact to the site. Databases will identify locations of known hazardous waste sites, landfills, and leaking underground storage tanks, permitted facilities that use underground storage tanks, and facilities that use, store, or dispose of hazardous materials.
- Review readily available historical documents, including aerial photographs (site and adjacent properties), Sanborn Insurance Maps (site and available adjacent properties), Building Department Records (site only), reverse city directories (site and available adjacent properties), and topographic maps, as appropriate.



- Prepare the Phase I ESA report for the site. The Phase I ESA report will document findings and provide opinions and recommendations regarding possible environmental impacts at the site. Color photographs will be provided in the report.

In accordance with the ASTM E1527-13 standard and AAI, the following, which is not intended to be all inclusive, represents out-of-scope items with respect to this Phase I ESA and, therefore, will not be addressed: asbestos-containing materials, lead-based paint, radon, lead in drinking water, wetlands, regulatory compliance, cultural and historic risk, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, and high-voltage power lines. In addition, Ninyo & Moore will not address interpretations of zoning regulations, building code requirements, or property title issues in the Phase I ESA.

TASK 4: INITIAL STUDY

Task 4.1: Prepare Screencheck Initial Study

LSA will prepare a Screencheck IS for the proposed Project consistent with CEQA requirements of the *State CEQA Guidelines* and the MNWD. LSA will utilize the Environmental Checklist Form in Appendix G of the *State CEQA Guidelines* or another Checklist approved by the MNWD.

The Screencheck IS will include a description of the Project (Task 2), a discussion of project objectives, geographical setting, related projects, and any additional information required pursuant to *State CEQA Guidelines* Section 15063(d).

The Screencheck IS will determine the specific environmental issues and will be used to determine the appropriate level of environmental analysis required under CEQA (i.e., ND, MND, or EIR). Additionally, discretionary actions and responsible agencies will be identified to the extent feasible.

Because this Scope of Work and budget includes the preparation of an IS, LSA will not prepare a Notice of Preparation or circulate the IS for public review. This would be completed as a separate task once the level of environmental documentation has been determined.

Task 4.2: Submittal of Screencheck Initial Study

LSA will submit up to three printed copies and one electronic copy of the Screencheck IS to the MNWD for review. This Scope of Work assumes one round of review of the Screencheck IS. Comments received must then be consolidated (i.e., LSA must receive one set of nonconflicting consolidated comments per round). Additional budget may be necessary if the review exceeds one round, or if LSA receives multiple sets of comments.

Task 4.3: Preparation of Draft Initial Study

LSA will respond to comments on the Screencheck IS, and will complete any necessary revisions.

Task 4.4: Submittal of Draft Initial Study

Following incorporation of all revisions to the Screencheck IS, LSA will submit up to three printed copies and one electronic copy of the Draft IS to the MNWD. The Draft Initial Study will be ready for the MNWD to use in any future environmental documents.



TASK 5: PROJECT MANAGEMENT AND ATTENDANCE AT MEETINGS

This task represents an active project management role and includes attendance at various Project meetings and coordination with agencies and interested parties. The project management role provides a mechanism to ensure that there is an adequate exchange of information during Project startup and preparation of the IS. This task includes notifying the MNWD staff of problems as they are encountered and working expeditiously to resolve them. Important elements of this task will be to maintain the Project schedule, oversee the budget, and coordinate efforts with the MNWD staff and other team members. This task also includes time to provide the MNWD with information and advice related to the particular environmental issues associated with the proposed Project, including, but not limited to, an opinion as to the scope of the environmental documentation.

To facilitate dissemination of information, LSA’s Principal in Charge/Project Manager will maintain ongoing verbal and email communication with the MNWD staff.

The following is a preliminary estimate of the breakdown of LSA’s attendance at public and progress meetings during the Scope of Work identified above. The budget anticipates attendance by one or two LSA Team members at the meetings, depending on the issues to be discussed. The LSA Team anticipates attending one Project kickoff meeting, two meetings with the City of Laguna Hills, two strategy meetings with the MNWD and its legal, design and/or real estate consultants, and one workshop with the MNWD Board of Directors. Attendance at meetings over the maximum identified above or attendance by additional technical specialists at community meetings/public hearings will be on a time-and-materials basis with the client’s written approval, consistent with LSA’s standard fee schedule. The following table lists the anticipated meetings.

Meeting Type	Number
Kickoff Meeting (included in Task 1)	1
Meetings with the City of Laguna Hills	2
Meetings with MNWD Staff and the Project Team	2
Workshop with Board of Directors	1
Total Meetings	6



Project Schedule

Tasks	Duration
TASK 1.0: PROJECT INITIATION and AB 52 NATIVE AMERICAN CONSULTATION	
Project Initiation	1 Week
Project Kickoff Meeting	1 Day
AB 52 Native American Consultation ¹	1 Week
<i>Task 1.0 Subtotal</i>	<i>2 Weeks</i>
TASK 2.0: PROJECT DESCRIPTION	
Screencheck Draft Project Description	0.5 Week
MNWD Review of Screencheck Draft Project Description	1 Week
Final LSA Revisions to Draft Project Description	0.5 Week
<i>Task 2.0 Subtotal</i>	<i>2 Weeks</i>
TASK 3.0: TECHNICAL STUDIES	
Traffic Study	8 Weeks
Air Quality and GHG Analysis	6 Weeks
Noise Analysis	3 Weeks
Biological Resources Analysis	6 Weeks
Phase I Environmental Site Assessment	4 Weeks
<i>Task 3.0 Subtotal</i>	<i>14 Weeks</i>
TASK 4.0: INITIAL STUDY	
Preparation of Screencheck Draft Initial Study	2 Weeks
Submittal of Screencheck Draft Initial Study & MNWD Staff Review	1 Week
Preparation of Draft Initial Study	1 Week
Submittal of Draft Initial Study	1 Day
<i>Task 4.0 Subtotal</i>	<i>4 Weeks</i>
TASK 5.0: PROJECT MANAGEMENT AND MEETINGS	
Project Management and Attendance at Meetings	<i>Ongoing</i>
<i>Complete Initial Study Schedule</i>	<i>8 Weeks</i>
PHASE II	
Initial Study/Mitigated Negative Declaration (<i>assumes overlapping tasks</i>)	<i>26 Weeks</i>
Environmental Impact Report (<i>assumes overlapping tasks</i>)	<i>45 Weeks</i>

Notes:

1. Assumes that no Tribes request formal consultation with the MNWD.

#7.

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EXHIBIT B

BREAKDOWN OF FEES AND COSTS



Table A: Fee Estimate By Task

Task	Budget
Task 1.0: Project Initiation	\$2,490
Task 1.2: AB 52 Native American Consultation	\$2,155
Task 2: Project Description	\$2,020
Task 3: Technical Studies	
Task 3.1 Transportation Analysis	\$9,555
Task 3.2: Air Quality and Health Risk Assessment	\$8,725
Task 3.3: Greenhouse Gas Analysis	\$4,500
Task 3.4: Noise Analysis	\$7,500
Task 3.5: Biological Resources	
Task 3.5.1: Biological Resources Report	\$6,790
Task 3.6: Phase I Environmental Site Assessment	\$8,136
Task 4: Initial Study	\$9,795
Task 5: Project Management and Meeting Attendance	\$7,570
	Subtotal \$69,236
Estimated Reimbursable Costs	\$5,000
	Total \$74,236

**LSA IN-HOUSE DIRECT EXPENSES
JUNE 2015**

Unit			Cost
Reproduction	(8.5 x 11)	B/W	\$.07 per page
Reproduction	(8.5 x 11)	Color	\$.40 per page
Reproduction	(11 x 17)	B/W	\$.10 per page
Reproduction	(11 x 17)	Color	\$.75 per page
CD Production			\$5.00 per CD
Plotting			\$3.75 per sf
Mileage On Road			\$.575 per mile
Mileage Off-Road			\$.725 per mile
GPS Unit			\$75.00 per day
Total Station Surveying Instrument			\$50.00 per day
Level (Laser or Optical)			\$25.00 per day
Laser Rangefinder			\$25.00 per day
Sound Meter			\$75.00 per day
Aerial Photo			Cost
Boat Rental			\$125.00/day
Water Quality Meter			\$25.00/day

EXHIBIT C
RATE SCHEDULE

HOURLY BILLING RATES EFFECTIVE JUNE 2015

Planning En	Job Classification						Hourly Rate Range ^{1,2}
	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$155-315
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$85-200
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$90-175
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$85-125
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$65-100
Field Services							
Senior Field Crew/Field Crew							\$55-90
Office Services							
Research Assistant/Technician							\$45-60
Graphics							\$105-125
Office Assistant							\$55-100
Word Processing/Technical Editing							\$75-100

¹ The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN MOULTON NIGUEL WATER DISTRICT AND
LSA ASSOCIATES, INC.; CONTRACT NO. 2014.015**

This Amendment No. 1 (this "Amendment") is entered into and effective as of June 27, 2016 (the "Amendment Effective Date"), amending the Agreement for Consulting Services, dated December 7, 2015 (the "Agreement"), by and between the Moulton Niguel Water District ("MNWD"), and LSA Associates, Inc. ("Consultant") (collectively, the "Parties").

RECITALS

A. WHEREAS, On December 7, 2015, the Parties entered into the Agreement for CEQA compliance consulting services to be performed through June 30, 2016 for a not-to-exceed amount of \$74,236; and

B. WHEREAS, the Parties desire to extend the Agreement, through December 31, 2016; and

C. WHEREAS, the Parties desire to supplement the Agreement's scope of work and Consultant's performance of professional services to prepare a mitigated negative declaration; and

D. The Parties have negotiated and agreed to a supplemental scope of work and related fees schedule, which is attached hereto and incorporated herein by this reference as Exhibit A, Supplemental Scope of Work and Fees.

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

1. The Agreement term is hereby extended through December 31, 2016.
2. The Agreement is hereby revised to include the Services described in the Supplemental Scope of Work attached hereto as Exhibit "A" to this Amendment.
3. All payments for services associated with this Amendment shall not exceed the amount of **Seventy-Eight Thousand Eight Hundred Forty Dollars (\$78,840)**.
4. The Parties agree that the total Agreement amount, including this Amendment, shall not exceed One Hundred Fifty-Three Thousand Seventy-Six Dollars (\$153,076).
5. 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.
6. All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement will include coverage for this Amendment.

#7.

AMENDMENT NO. 1 to
CONTRACT NO. 2014.015


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

LSA ASSOCIATES, INC.

MOULTON NIGUEL WATER DISTRICT, a
California Water District

By:

By: Joone Lopez



(Sign here)



General Manager



Name



Title

AMENDMENT NO. 1 to
CONTRACT NO. 2014.015

EXHIBIT A
SUPPLEMENTAL SCOPE OF WORK AND FEES

SCOPE OF WORK

LSA Associates, Inc. (LSA) is pleased to submit this contract amendment at the request of the Moulton Niguel Water District (MNWD) for the proposed Operations Center and Site Consolidation Project in the City of Laguna Hills (City), California.

TECHNICAL ANALYSIS

Archaeological and Paleontological Resources

A joint archaeology and paleontological survey of the Project site will be conducted.

Archaeological Resources. LSA will conduct an archaeological and historic resources review and literature search through the South Central Coastal Information Center (SCCIC) of the California Historical Resources Information System, located at California State University, Fullerton. The Information Center houses the pertinent archaeological site and survey information necessary to determine whether previously recorded archaeological resources have been recorded within the study area boundaries. The objectives of this archival research will be to (1) establish the status and extent of previously recorded sites, surveys, and excavations within and immediately adjacent to the Project area; and (2) note what types of sites might be expected to occur within the proposed Project area based on existing data from archaeological sites within 0.25 mile of the Project area. All pertinent references will be reviewed and all information will be summarized in the report of findings.

Due to the accelerated schedule for this Project, this change order assumes that a “rapid response” records review will be required. The SCCIC currently charges \$600 to \$1,000 for a rapid response. Without the rapid response records review, a response from SCCIC would take 8 to 12 weeks.

A systematic on-site pedestrian survey will be conducted to determine the presence of archaeological resources in the Project area. Previously recorded archaeological sites within the Project area, if any, will be field checked, and existing Department of Parks and Recreation (DPR) Series 523 forms will be updated consistent with the guidelines established by the State Office of Historic Preservation (OHP). Newly identified sites will also be documented on DPR forms. Pursuant to LSA’s access agreement with the SCCIC (a designated affiliate of the OHP), LSA is contractually obligated to record any cultural resources encountered during the survey. In the event that any resources are identified within the Project area, LSA will notify the Client immediately. The accuracy of the field survey is dependent on ground visibility. Depending on the time of year and the type(s) of vegetation present, resources may not be observed during the survey, but will become apparent during Project-related ground-disturbing activities.

Based on negative findings, LSA will prepare an archaeological resources assessment letter report describing the methods and results of the record search and survey. This report will also include recommendations for mitigation, if necessary, and a location map. This Scope of Work assumes

negative findings and preparation of a letter report (not Archaeological Resource Management Report style). If findings are positive, a budget amendment will be necessary.

Paleontological Resources. LSA will complete a fossil locality search through the Natural History Museum of Los Angeles County (LACM) to establish the status and extent of previously recorded paleontological resources within the Project area, as well as within the same or similar deposits as those found in the Project area. This locality search will help determine the types of paleontological resources that may be encountered during Project development.

Due to the accelerated schedule for this Project, this change order assumes that a “rapid response” records review will be required. The LACM currently charges approximately \$600 for a rapid response. Without the rapid response records review, a response from LACM would take 8 to 12 weeks. At this time, an on-site pedestrian survey is not believed to be necessary due to a lack of exposed ground surface within the Project area.

LSA will examine current geologic maps of the Project area and will review relevant geological and paleontological literature. This literature review will determine which geologic units are present within the Project area, where they are exposed, and where they may be encountered at depth. The literature review will provide additional information regarding the types of paleontological resources that may occur in those deposits and their scientific significance, as well as the methods necessary to mitigate any impacts to those resources.

Based on the results of the fossil locality search, a systematic on-site pedestrian survey of available bedrock and sediment exposures will be conducted to determine the presence of paleontological resources in the Project area, as well as to confirm the geology as it has been mapped. Previously recorded localities, if any, within the Project area will be field checked. The paleontological resources survey will be conducted at the same time as the archaeological resources survey by individuals who are crosstrained to recognize both paleontological and cultural resources. The cost for the survey appears only in the archaeological resources budget.

LSA will document the results of the fossil locality search through the LACM, the literature review, and the field survey in a paleontological resources assessment letter report. This letter report will discuss the potential for the Project to adversely impact paleontological resources, and, if needed, will include mitigation measures and other recommendations to minimize these impacts.

Jurisdictional Delineation

Based on aerial photographs dating back to 1994, the Project site contained two water detention basins (approximately 60,000 square feet each) until at least December 2014. These water detention basins appear to be dry as of March 2015, and new facilities are proposed to be constructed in their place. It is LSA’s understanding that a Jurisdictional Delineation was performed in June 2015 and the United States Army Corps of Engineers (Corps) determined that the ponds were not jurisdictional. As such, these ponds will not be evaluated in the Jurisdictional Delineation described below.

In addition to the aforementioned basins, an ephemeral drainage that runs along the northern boundary of the proposed Project area was identified during the site assessment conducted for the

Biological Assessment Report (LSA 2016). It does not appear as though this drainage was addressed as part of the June 2015 Jurisdictional Delineation. LSA was able to determine during the site assessment that the drainage is at least partially within the proposed Project area and a Jurisdictional Delineation is warranted.

LSA proposes to conduct a Jurisdictional Delineation in accordance with Corps and California Department of Fish and Wildlife (CDFW) guidelines. To identify Corps jurisdictional wetlands, a three-parameter delineation will be conducted according to the *Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* and the *1987 Corps Wetland Delineation Manual*. LSA will also delineate the jurisdictional limit of nonwetland waters of the United States following the procedures set forth in 33 Code of Federal Regulations 328.3(e). It is anticipated that a routine delineation (as defined by the Corps), tailored to the site characteristics, will be adequate. Further, the extent of any streambed and associated riparian habitat subject to review by the CDFW under Section 1602 of the California Fish and Game Code will also be delineated. The results of the draft Jurisdictional Delineation will require verification and approval by the Corps and the CDFW, if the Project will impact jurisdictional areas, which requires permits from these agencies as well as from the Regional Water Quality Control Board.

A report will be prepared presenting the results of the Jurisdictional Delineation. Accordingly, the report will identify and quantify jurisdictional areas and features, including a breakdown of wetlands, nonwetland waters of the United States, streambeds, and any associated riparian habitat.

LSA will prepare the necessary permit applications (i.e., Clean Water Act Section 404 Permit from the Corps), Section 401 Water Quality Certification from the California Regional Water Quality Control Board, and California Fish and Game Code Section 1602 Streambed Alteration Agreement from the CDFW as part of this task. This Scope of Work and budget assumes the Project will qualify for Corps Nationwide Permit 39 and that mitigation for impacts may be accomplished through on-site landscape design or the site is eligible to participate in a mitigation bank. This scope does not include the preparation of a Habitat Mitigation and Monitoring Plan (HMMP), which may be required in order to obtain a Corps permit. Additional budget will be required if the Project does not qualify for Corps Nationwide Permit 39, if preparation of an HMMP is required, or if identification of off-site mitigation opportunities is necessary.

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

LSA will convert the Initial Study prepared for the proposed Project to an Initial Study/Mitigated Negative Declaration (IS/MND) consistent with the requirements of the California Environmental Quality Act (CEQA) and the *State CEQA Guidelines*. The environmental documentation shall include a careful, objective, and detailed evaluation of the proposed Project.

Preparation of an IS/MND includes the following subtasks:

Administrative Draft IS/MND

LSA will prepare an Administrative Draft IS/MND and will submit the document to MNWD for review. The technical analyses completed to date along with the technical analysis identified above will be incorporated into the environmental document.

LSA will also prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with *State CEQA Guidelines* Section 15097 for use in ensuring implementation of the mitigation measures for the Project.

For purposes of this Scope of Work and budget, LSA will respond to one round of comments from MNWD. LSA's Scope of Work and budget assumes one set of nonconflicting and consolidated comments.

Draft IS/MND for Public Review

As described above, LSA will respond to comments on the Administrative Draft IS/MND and will complete necessary revisions. LSA will provide the preprint version of the Draft IS/MND to MNWD staff for a limited final review prior to printing. The purpose of submitting this preprint version will be to review the changes to the document, resolve any remaining questions that arise from comments, and verify that MNWD is satisfied with the overall Draft IS/MND.

LSA will prepare a Draft Notice of Intent (NOI) regarding the availability of the Draft IS/MND for public review. Once the preprint Draft IS/MND is approved for public review, LSA will distribute up to 30 copies of the IS/MND (15 copies to the State Clearinghouse and 15 copies to other interested agencies) to a distribution list for the Project that is developed by LSA with MNWD staff input. This distribution list will include responsible agencies and other relevant public agencies. Copies of the document will be distributed via overnight delivery service with delivery confirmation. LSA will also prepare and submit a Notice of Completion (NOC) to the State Clearinghouse for distribution to State agencies.

LSA will assemble the Project distribution list for the NOI in consultation with MNWD; this Scope of Work assumes distribution of 150 NOIs via United States Postal Service (first class). It is also assumed that MNWD will make the IS/MND available in PDF format on its website. The distribution list does not include preparation of a "radius distribution list" for private addresses (i.e., neighbors). If such a list is desired, it can be prepared and provided at an additional cost.

MWWD will be responsible for publication of the public notice in a general-circulation newspaper. In addition, LSA will file the NOI with the County Clerk to begin the required public review period. MNWD will be responsible for providing checks for all necessary filing fees required by the County Clerk. At this time, LSA believes there will not be any filing fees for the Draft IS/MND, as the County typically waives fees for public agencies like MNWD.

Final IS/MND

LSA will prepare written responses to comments received on the Draft IS/MND that raise substantive environmental issues and will submit the responses for review to MNWD staff after the close of the

public comment period. LSA shall confer with MNWD staff to review written comments and comments from any public meetings to develop a general framework and strategies for preparation of responses. LSA specifies 50 professional staff hours for the preparation of responses to comments. If a large number of comments are received or comments require additional technical analysis, a budget augment may be warranted. Any revisions to the IS/MND will be shown in the text by a line in the margin. Responses to comments and associated changes to pages of the IS/MND will be submitted to MNWD for one round of review each. LSA's Scope of Work and budget assumes one set of nonconflicting and consolidated comments from MNWD.

Following the MNWD Board of Directors approval of the IS/MND, LSA will prepare and file a Notice of Determination (NOD) with the County Clerk. MNWD shall provide a check for all necessary filing fees (including CDFW fees) to be submitted to the County Clerk with the NOD.

PROJECT MANAGEMENT AND COMMUNITY OUTREACH

This task represents an active project management role and includes attendance at various Project meetings and coordination with agencies and interested parties. The project management role provides a mechanism to ensure that there is an adequate exchange of information during Project startup and preparation of the IS/MND. This task includes notifying MNWD staff of problems as they are encountered and working expeditiously to resolve them. Important elements of this task will be to maintain the Project schedule, oversee the budget, and coordinate efforts with MNWD staff and other team members. This task also includes time to provide MNWD with information and advice related to the particular environmental issues associated with the proposed Project. As such, LSA's Principal in Charge/Project Manager will maintain ongoing verbal and email communication with MNWD staff.

LSA's original Scope of Work included six meetings; to date, LSA has attended one kick-off meeting (December 18, 2015), one team meeting (March 24, 2016), one meeting with the City of Laguna Hills (April 26, 2016), and two team conference calls (February 1, 2016, and March 14, 2016). LSA proposes to augment the previous meeting list with four conference calls (two have already taken place), one Community Information Meeting, and attendance at one Board of Directors meeting.

As part of this task, LSA will organize and arrange one Community Information Meeting. The purpose of the meeting will be to provide stakeholders with an opportunity to speak to Project staff (including MNWD staff, the design team, and the environmental consultant team), view topical exhibit boards, and provide written comments. For the purposes of this Scope of Work and budget, LSA has assumed that the meeting will be conducted as an "Open House" (i.e., no formal presentation) and that all public comments will be provided in written form. No verbal comments will be taken at the meeting. Attendees will be invited to fill out comment cards; LSA will provide comment cards.

LSA will provide up to eight presentation boards, a Project information sheet, a sign-in/contact sheet, and comment cards. LSA will provide a summary of the meeting to MNWD. The meeting summary will include the following information: number of attendees, number of comments received, and a general summary of comments received.

Attendance at meetings over the maximum identified above or attendance by additional technical specialists at community meetings/public hearings will be on a time-and-materials basis with the

Client's written approval, consistent with LSA's Schedule of Standard Contract Provisions and Billing Rates. Table A lists the anticipated meetings.

Table A: Meetings

Meeting Type	Original Number	Meetings Added	Meetings Remaining
Kick-off Meeting	1	0	0
Meetings with the City of Laguna Hills	2	0	1
Meetings with MNWD Staff and the Project Team	2	0	1
Conference Calls	0	4	2
Workshop/Study Session with Board of Directors	1	0	1
Community Meeting	0	1	1
Public Hearing	0	1	1
Total Meetings	6	6	7

FEE ESTIMATE

LSA proposes to accomplish Tasks 1 through 4 as described in the Scope of Work for an estimated fee of \$78,840, as shown in Table B.

Table B: Fee Estimate By Task

Task	Budget
Technical Analysis	
Archaeological Resources Report	\$4,400
Paleontological Resources Report	\$3,400
Jurisdictional Delineation	\$26,500
Initial Study/Mitigated Negative Declaration (IS/MND)	
Administrative Draft IS/MND	\$14,500
Draft IS/MND for Public Review	\$5,500
Final IS/MND	\$12,640
Project Management and Meeting Attendance	\$8,500
Subtotal	\$75,440
Estimated Reimbursable Fees	\$3,400
Total	\$78,840

LSA fees are charged on an hourly basis, consistent with the Schedule of Standard Contract Provisions and Billing Rates, provided in Attachment A. The fee will not be exceeded without prior authorization. This fee is based on LSA's past experience related to the level of effort needed to complete the environmental process and technical studies for projects of this type. LSA will aggressively identify strategies for reducing the overall work effort while maintaining the Client's objectives and the legal adequacy of the work products. Should there be any changes to this above described Scope of Work, the budget may need to be revisited.

BUDGET SPECIFICATIONS AND REIMBURSABLE COSTS

Direct costs (including outside vendors used for photocopying) are to be reimbursed at cost, unless other arrangements are made in advance, and are not included in the hourly fee for professional services provided above. Direct costs can be invoiced separately, at MNWD's request. Attachment A provides LSA's current fee schedule for direct costs.

In addition to those costs listed in Attachment A, the Scope of Work includes record searches for which there is a fee. The SCCIC (archeological records search) charges on an hourly basis. The "rapid response" records search for the proposed Project is expected to cost between \$600 and \$1,000. The LACM (paleontological records search) also charges a fee to conduct locality searches. For the proposed Project site, LSA anticipates a cost of approximately \$600 for a "rapid response" search.

Printing costs are difficult to quantify because the size and composition (i.e., graphics size and medium) are uncertain at this time. LSA stresses that the cost of reproducing a document is not known until the document is complete. For the purposes of the reimbursable estimate provided above, LSA estimates a cost of \$35 per Draft document (with technical information on CD) and \$45 for the proposed Final document (with technical information on CD). Reimbursable expenses also include mileage for site visits, team meetings, and public meetings. A summary of LSA work products and the number of copies anticipated are provided in Table C.

Table C: LSA Work Products

LSA Work Products	Deliverable Quantities
Administrative Draft Initial Study/ Mitigated Negative Declaration	PDF copies submitted via email
Initial Study/Mitigated Negative Declaration	30 bound copies of Draft IS/MND, 30 CDs (technical information), overnight delivery
Community Meeting Boards	Up to 8 display boards (\$100 each)
Notice of Intent to Adopt a Negative Declaration/Notice of Completion	150 copies mailed via first class United States Postal Service; 1 PDF. LSA will prepare and file with the County Clerk and the State Clearinghouse. MNWD will be responsible for all newspaper postings and all required filing fees.
Proposed Final IS/MND	15 bound copies (technical information on CD); 1 PDF
Notice of Determination	LSA will prepare and file with the County Clerk and the State Clearinghouse. MNWD will be responsible for all required filing fees, including CDFW fees.

CDFW = California Department of Fish and Wildlife
IS/MND = Initial Study/Mitigated Negative Declaration
MNWD = Moulton Niguel Water District

HOURLY BILLING RATES EFFECTIVE JUNE 2015

	Job Classification						Hourly Rate Range ^{1,2}
	Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$155-315
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$85-200
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/Wildlife Biologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$90-175
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	GIS Specialist	\$85-125
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$65-100
Field Services							
Senior Field Crew/Field Crew							\$55-90
Office Services							
Research Assistant/Technician							\$45-60
Graphics							\$105-125
Office Assistant							\$55-100
Word Processing/Technical Editing							\$75-110

¹ The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

**LSA IN-HOUSE DIRECT EXPENSES
MARCH 2016**

	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page
Reproduction (8.5 x 11) Color	\$0.40 per page
Reproduction (11 x 17) B/W	\$0.10 per page
Reproduction (11 x 17) Color	\$0.75 per page
CD Production	\$5.00 per CD
Plotting	\$3.75 per sf
Mileage On-Road	\$.54 per mile
Mileage Off-Road	\$.69 per mile
GPS Unit	\$75.00 per day
Total Station Surveying Instrument	\$50.00 per day
Level (Laser or Optical)	\$25.00 per day
Laser Rangefinder	\$25.00 per day
Sound Meter	\$75.00 per day
Sound Meter with Velocity Transducer	\$85.00 per day
Aerial Photo	Cost
Boat Rental	\$125.00 per day
Water Quality Meter	\$25.00 per day

Project : Crown Valley Reservoir Recoat and Safety
 Contract No: 2015.004&2015.022
 Contractor : J. Colon Coatings
 Engineer : Harper and Associates
 Division Area of Work Performed : 2

**CROWN VALLEY RESERVOIR
RECOAT AND SAFETY**

SCOPE OF WORK : The proposed work at the Crown Valley No. 1 and No. 2 Reservoirs includes structural and corrosion repairs, tank operation and safety improvements (including spiral stairways and full perimeter guardrails), cathodic protection systems, and re-coating of the interior and exterior of the reservoirs and exterior coating of No. 3.



Crown Valley Reservoir 1
Interior

DETAILS :

Fund 07 Replacement and Refurbishment
 Contract Award 09/15/16
 Est. Completion Date 07/31/17
 Construction Contract \$1,762,141
 Paid To Date \$ 1,224,451
 Percent Constructed 75%

NOTES : Crown Valley Reservoir No.1 floor was replaced mid-April. Project is estimated to be complete by the end of July.

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

**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, and connections to existing 30-inch ETM pipe and existing 42-inch Chiquita Land Outfall pipe.



Completed Micro-Tunnel Project

DETAILS :

Fund 07 Replacement and Refurbishment
 Contract Award 11/19/15
 Completion Date Completed
 Construction Contract \$ 2,997,895
 Paid To Date \$ 2,997,895
 Percent Constructed 100%

NOTES : Notice of completion was filed in December 2016.

Project: Del Avion Aux. Generator Replacement
 Contract No: 2014.002
 Contractor : Pacific Hydrotech
 Engineer : Lee & Ro Inc.
 Division Area of Work Performed : 4

**DEL AVION AUXILIARY
 GENERATOR REPLACEMENT**

SCOPE OF WORK : Project proposes to replace the existing auxiliary generator with a new diesel auxiliary generator.



DETAILS :

Fund 07 Replace and Refurbishment
 Contract Award 07/21/16
 Est. Completion Date 06/31/17
 Construction Contract \$ 441,900
 Paid To Date \$64,674
 Percent Constructed 40%

NOTES : Construction began late March.

New Generator Pad at Del Avion Lift Station

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
 Completion Date Completed
 Construction Contract \$ 619,407
 Paid To Date \$ 619,407
 Percent Constructed 100%

NOTES : Notice of completion filed 01/25/2017.

Bear Brand Reservoir Interior

Project : Fall Protection System PW/RW Reservoirs
 Contract No: 2015.017
 Contractor : Spiess Construction
 Engineer : Design Build
 Division Area of Work Performed : Various Locations

**FALL PROTECTION SYSTEM
PW/RW RESERVOIRS**

SCOPE OF WORK : This project will install Cal/OSHA compliant fall protection systems on the reservoirs that do not have full perimeter guardrails.



DETAILS :

Fund 14 Planning and Construction
 Contract Award 04/21/16
 Est. Completion Date 05/31/17
 Construction Contract \$ 173,405
 Paid To Date \$ 140,469
 Percent Constructed 95%

NOTES : Additional work to add swing gates to 9 reservoir sites has been completed. Awaiting final project billing.

Newly Installed Swing Gate

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 : District Wide

**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, and furnishing and installing electrical facilities



DETAILS :

Fund 07 Replace and Refurbishment
 Contract Award 11/19/15
 Est. Completion Date 05/31/17
 Construction Contract , Phase III \$ 340,500
 Paid To Date \$ 284,936
 Percent Constructed 95%

NOTES : All work has been completed. Notice of completion to be filed in May.

Monopole Installation at
Audubon Lift Station

Project : Lower Boundary Oak Lift Station Upgrades
 Contract No: 2015.009
 Contractor : RC Foster Corporation
 Engineer : Lee & Ro, Inc.
 Division Area of Work Performed : 7

**LOWER BOUNDARY OAK
 LIFT STATION UPGRADES**

SCOPE OF WORK : Replace existing pumps with submersible pumps, reconfigure mechanical piping, upgrade the existing electrical and control systems, and recoat the wet well.



DETAILS :

Fund 07 Replace and Refurbishment
 Contract Award 01/19/17
 Est. Completion Date 07/31/17
 Construction Contract \$ 292,200
 Paid To Date \$ 0
 Percent Constructed 0%

NOTES : Construction anticipated to begin in May.

Lower Boundary Oak
 Lift Station

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 extend maintenance on the electrical switchgear.



DETAILS :

Fund 07 Replace and Refurbishment
 Contract Award 07/16/15
 Est. Completion Date 05/31/17
 Construction Contract \$ 127,000
 Paid To Date \$ 117,325
 Percent Constructed 95%

NOTES : Construction anticipated to be completed by the end of May.

Installation of New Electrical Service at Aliso Creek Lift Station

Project: Manhole Rehabilitation Program
 Contract No: 2016.003
 Contractor : Ayala Engineering
 Engineer : District Staff
 Division Area Work Performed: District Wide

**MANHOLE REHABILITATION PROGRAM
FY 16/17**

SCOPE OF WORK : On-call service agreement to rehabilitate manholes throughout the District.



DETAILS :

Fund 07 Replace and Refurbishment
 Contract Award 01/19/17
 Est. Completion Date 06/30/18
 Construction Contract \$ 700,000
 Paid To Date \$ 0
 Percent Constructed 0%

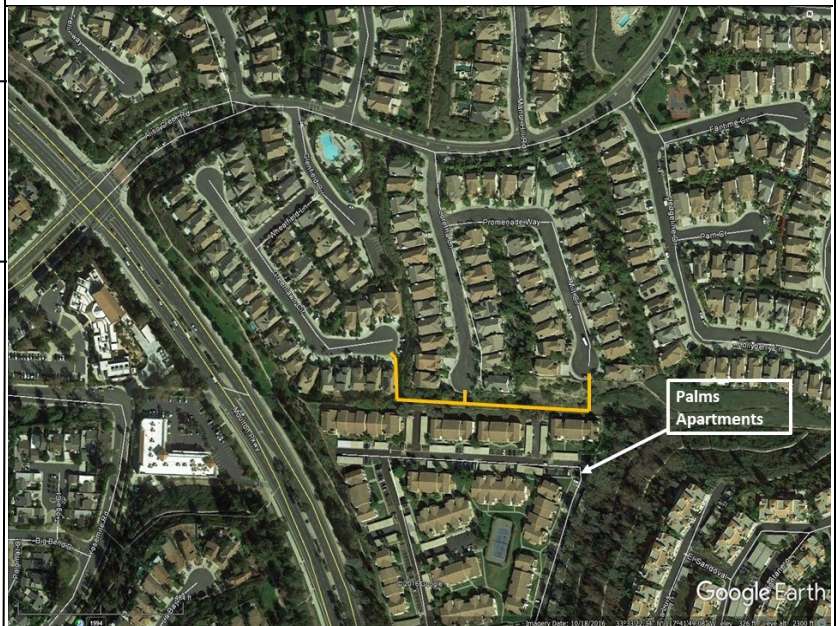
Rehabilitation of Manhole in Aliso Viejo

NOTES : Manhole rehabilitations to begin in May. Approximately 100 manholes to be rehabilitated per year.

Project : Palms Apartment, Potable Waterline Replacement
 Contract No: 2015.011
 Contractor : Kennedy Pipeline
 Engineer : AKM Consulting Engineers
 Division Area of Work Performed : 2

**PALMS APARTMENT, EASEMENT, POTABLE WATER-
LINE REPLACEMENT**

SCOPE OF WORK : Replacement of approximately 810 linear feet of 8-inch ductile iron pipe with 8-inch PVC pipe within the existing easements. The work also includes the replacement of related valves and appurtenances.



DETAILS :

Fund 07 Replacement and Refurbishment
 Contract Award 02/16/17
 Est. Completion Date 08/15/2017
 Construction Contract \$ 328,030
 Paid To Date \$ 0
 Percent Constructed 0%

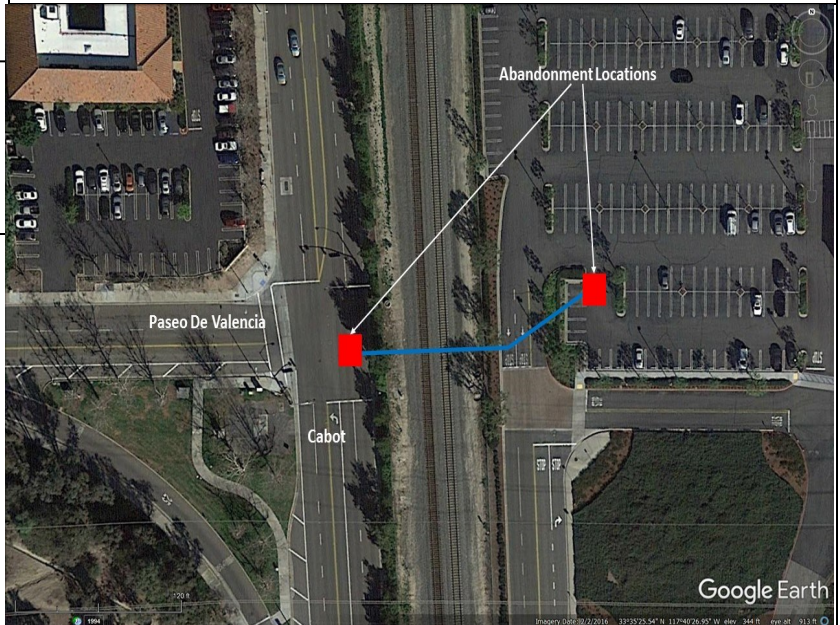
Palms Apartment Project
Overview Map

NOTES : Construction is anticipated to begin mid-May.

Project: Paseo De Valencia 24" PW Abandonment
 Contract No: 2015.012
 Contractor: Paulus Engineering
 Engineer: AKM Consulting Engineers
 Division Area of Work Performed: 1,3

**PASEO DE VALENCIA
 24-INCH
 RAILROAD CROSSING ABANDONMENT**

SCOPE OF WORK: Abandonment of the existing 24-inch steel water main that crosses beneath the railroad tracks at the intersection of Paseo De Valencia and Cabot Rd.



DETAILS:

Fund: 07 Replace and Refurbishment
 Contract Award: 01 /20/16
 Completion Date: 06/31/17
 Construction Contract: \$ 80,400
 Paid To Date: \$ 0
 Percent Constructed: 0%

NOTES: Construction began mid-April.

Project Location

Project: Aliso Creek Lift Station Rehabilitation
 Contract No: 2015.003
 Contractor: Norman A. Olsson Construction
 Engineer: Lee & Ro, Inc.
 Division Area of Work Performed: 6

**ALISO CREEK
 LIFT STATION REHABILITATION**

SCOPE OF WORK: Reconstructing the general arrangement of the pump discharge valves and piping; installing new air release piping and other related work.



DETAILS:

Fund: 07 Replace and Refurbishment
 Contract Award: 03/19/15
 Completion Date: 06/31/17
 Construction Contract: \$ 88,000
 Paid To Date: \$ 0
 Percent Constructed: 0%

NOTES: Construction is scheduled to begin in May.

Aliso Creek Lift Station

Project : Pressure Reducing Station Relocations
 Contract No: 2011.010-012-015
 Contractor : Ferreira Construction
 Engineer : Tetra Tech, Inc.
 Division Area of Work Performed : 3

**PRESSURE REDUCING STATION
RELOCATIONS**

SCOPE OF WORK : This project encompasses the construction of three pressure reducing stations. To replace the existing stations.



Installation of New Pressure Reducing Station Vault at Largo Dr.

DETAILS :

Fund 07 Replace and Refurbishment
 Contract Award 07/21/16
 Estimated Completion Date 06/15/17
 Construction Contract \$ 788,863
 Paid To Date \$ 169,654
 Percent Constructed 60 %

NOTES : Two of the three PR stations are complete.

Project : 2015-16 Valve Replacement
 Contract No: 2015.002
 Contractor : Paulus Engineering
 Engineer : AKM Consulting Engineers
 Division Area of Work Performed : 1,2,4,5

**2015-16 VALVE
REPLACEMENT**

SCOPE OF WORK : The 2015-16 Valve Replacements Project will replace valves that have been prioritized as part of the system wide valve replacement program. The valves will be replaced in six locations within the Cities of Laguna Niguel and Mission Viejo. This project will encompass the replacement of 40 potable valves and the installation of 17 new valves.



Installation of New Insertion Valve

DETAILS :

Fund 07 Replace and Refurbishment
 Contract Award 05/19/16
 Completion Date 03/28/17
 Construction Contract \$ 1,106,730
 Paid To Date \$ 1,106.730
 Percent Constructed 100%

NOTES : Notice of completion to be filed on May 3rd.



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** May 17, 2017
FROM: Rod Woods, Assistant Director of Engineering
SUBJECT: Quarterly Capital Improvement Program Report
DIVISION: District-wide

SUMMARY:

Issue: District staff is responsible for executing the Capital Improvement Program (CIP) as adopted by the Board of Directors. This quarterly report is for January, February, and March of Fiscal Year (FY) 2016-17.

Recommendation: Information item only.

Fiscal Impact: The fiscal impact for each project is presented to the Board of Directors on a project by project basis. The collective impact for FY 2016-17 is \$46,569,520, if fully expensed.

Reviewed by Legal: Not Applicable

DISCUSSION:

The Moulton Niguel Water District (District) Board of Directors approved a FY 2016-17 budget in June 2016 (see Table 1). Several of the projects in this fiscal year budget, such as SOCWA, JRWSS, Plant 3A, SMWD Joint Projects, and the Baker Water Treatment Plant, are managed by other entities, with the District providing funding through a project agreement or a joint powers entity. For these projects, staff primarily assesses capital expenditures and reviews deliverables and invoices, but does not actively manage the projects. These projects total \$21.0 million for FY 2016-17 budget. The remainder of the budget, \$25.6 million, is executed by District

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Quarterly Capital Improvement Program Report

May 17, 2017

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staff. After completion of the second quarter of the fiscal year, approximately 73% of CIP budget has been committed and 30% has been expended to date. Table 1 summarizes the expenditures and contractual obligations for the fiscal year.

Table 1 Adopted Budget by Fund Fiscal Year: July 2016 through June 2017			
Item/Fund	Fiscal Year Adopted Budget	Committed Contracts Through Third Quarter	Payments Through Third Quarter
Water Efficiency – Fund 6	\$950,990	\$950,990	\$76,514
Replacement and Refurbishment - Fund 7	\$13,257,897	\$10,870,721	\$3,798,827
SOCWA, SMWD, & JRWSS - Fund 7	\$13,886,528	\$13,891,741	\$5,451,798
Water Supply Reliability Projects - Fund 12	\$8,861,074	\$5,861,074	\$3,234,915
Planning and Construction - Fund 14	\$9,613,031	\$2,471,111	\$1,240,254
Total	\$46,569,520	\$34,045,637	\$13,802,308

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

During the third quarter of FY 2016-17, these major activities were performed within the Capital Improvement Program:

- Three projects were completed:
 - 2015.002 – 2015-16 Valve Replacement
 - 2015.008 – Linda Vista Drive Sewer Lining
 - 2015.010 – National Park and Other Miscellaneous Sewer Lining

- Two projects were awarded:
 - 2015.009 – Lower Boundary Oak Lift Station Upgrade
 - 2015.011 – Palms Apartments Easement PW Line Replacement

- One project was advertised for bids:
 - 2016.019 – San Juan Capistrano Railroad Passing Siding Air-Vac Relocations

Quarterly Capital Improvement Program Report

May 17, 2017

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- 21 projects are under construction.
- Design work continued on 18 additional projects.
 - Issued 8 task orders utilizing the On-Call Professional Engineering Services Agreements listed below. Table 3 summarizes the expenditures for the program.
 - 2016.009 – Highland Pump Pressure Relief to 650 Zone
 - 2016.015 – 920 Zone Loop Pipeline
 - 2016.016 – Plant 3A Flood Protection
 - TO-51 – Inspection Services for Linda Vista Drive, National Park Sewer Lining Projects
 - TO-53 – Sewer Lining Study
 - TO-54 – Design Services for Misc. Electrical Systems
 - TO-57 – South County Pipeline Takeout Preliminary Engineering
 - TO-60 – Construction Inspection Services for Gateway Village
 - Issued 2 requests for proposals outside of the On-Call.
 - 2013.004 – Regional Lift Station Force Main Replacement
 - 2011.028 – Paseo de Valencia Lift Station Rehabilitation

Table 3 On-Call Professional Engineering Services Agreement Expenditure Summary through March 2017				
Consultant	Contracted Amount	Number of Task Orders Issued	Total Value of Task Orders	Remaining Contractual Amount
AKM Consulting Engineers	\$950,000	24	\$779,578	\$170,422
Lee & RO, Inc	\$950,000	23	\$797,597	\$152,403
Tetra Tech, Inc	\$700,000	23	\$652,836	\$47,164
Total	\$2,600,000	70	\$2,230,011	\$369,989

Note: New On-Call Professional Engineering Services Agreements were awarded by the Board at the March 2017 Board meeting and will generally begin on July 1, 2017.

Attachment: Table 2 Quarterly CIP Report

TABLE 2
QUARTERLY CAPITAL IMPROVEMENT PROGRAM REPORT
MOULTON NIGUEL WATER DISTRICT
QUARTERLY PROJECT STATUS - THIRD QUARTER - JANUARY THROUGH MARCH
FISCAL YEAR: JULY 2016 TO JUNE 2017

PROJECT NUMBER	FUND	PROJECT DESCRIPTION	TOTAL PROJECT AMOUNT	EXPENDED FROM INCEPTION TO DATE	FY 2016-17 ADOPTED BUDGET	FY 2016-17 EXPENDED TO DATE	ESTIMATED COMPLETION DATE
COMPLETED PROJECTS							
2006071	12	BAKER PIPELINE REGIONAL TREATMENT PLANT	\$37,300,000	\$36,270,467	\$4,073,511	\$3,043,454	Completed
2009115	7	SAN JUAN CREEK 30 EFFLUENT TM	\$4,226,054	\$3,736,015	\$2,211,063	\$1,241,063	Completed
2009115	7	SAN JUAN CREEK 30 EFFLUENT TM - SMWD REIMBURSEMENT	(\$1,213,027)	(\$887,460)	(\$1,213,027)	(\$807,690)	Reimbursement
2013002	7	MATHIS RW RESERVOIR RECOATING & SAFETY IMPROVEMENTS	\$1,036,415	\$841,906	\$51,637	\$1,085	Completed
2014001	7	BEAR BRAND RESERVOIR RECOATING & SAFETY IMPROVEMENTS	\$778,100	\$693,527	\$507,115	\$251,823	Completed
2014010	12	ALISO VILLAGE RW EXTENSION	\$227,175	\$216,348	\$108,438	\$89,440	Completed
2014011	12	RECYCLED WATER SYSTEM EXTENSION PROJECT	\$2,146,552	\$1,796,247	\$1,629,125	\$102,022	Completed
2014013	14	PRADERA 850 ZONE LOOP	\$792,439	\$566,455	\$740,338	\$506,942	Completed
2015002	7	2015-16 VALVE REPLACEMENT	\$1,470,000	\$1,052,912	\$1,433,232	\$1,015,561	Completed
2015008	7	LINDA VISTA DR SEWER LINING	\$105,348	\$79,007	\$450,000	\$70,208	Completed
2015010	7	NATIONAL PARK AND OTHER MISC SEWER LINING	\$94,423	\$72,082	\$300,000	\$63,283	Completed
Subtotal			\$46,963,478	\$44,437,505	\$10,291,431	\$5,577,189	
PROJECTS UNDER CONSTRUCTION							
2006038	7	REPLACE DIGITAL LINES WITH WIRELESS NETWORK	\$2,020,630	\$1,809,282	\$459,552	\$297,736	6/30/17
2011010	7	HILLARY PRS REPLACEMENT	\$332,144	\$45,809	\$422,161	\$8,376	9/30/17
2011012	7	LARGO PRS REPLACEMENT	\$385,652	\$46,456	\$421,826	\$8,376	9/30/17
2011015	7	WILKES PRS REPLACEMENT	\$334,953	\$56,894	\$421,958	\$19,300	9/30/17
2014002	7	DEL AVION LS AUX GENERATOR REPLACEMENT	\$576,090	\$63,644	\$573,266	\$6,910	9/30/17
2014005	7	UTILITY MAIN BREAKERS REPLACEMENTS	\$216,700	\$182,692	\$150,719	\$65,886	6/30/17
2015003	7	ALISO CREEK LS REHABILITATION	\$131,800	\$12,930	\$270,000	\$5,207	6/30/17
2015004	7	CROWN VALLEY RW RESERVOIRS 1 AND 2 RECOATING & SAFETY IMPROVEMENTS	\$1,845,435	\$1,019,136	\$1,600,000	\$1,010,933	6/30/17
2015009	7	LOWER BOUNDARY OAK LS UPGRADE	\$396,420	\$52,379	\$410,000	\$36,796	12/31/17
2015011	7	PALMS APTS EASEMENT PW LINE REPLACEMENT	\$410,833	\$22,995	\$480,000	\$15,605	9/30/17
2015012	7	PASEO DE VALENCIA 24" RAILROAD CROSSING ABANDONMENT	\$128,440	\$25,540	\$175,000	\$16,110	6/30/17
2015017	14	FALL PROTECTION SYSTEM - PW RESERVOIRS	\$173,229	\$133,372	\$233,132	\$117,322	6/30/17
2015018	14	FALL PROTECTION SYSTEM - RW RESERVOIRS	\$32,516	\$13,965	\$40,000	\$12,184	6/30/17
2015019	6	AMI PHASE I - POTABLE IRRIG METERS	\$484,190	\$418,241	\$475,495	\$61,510	6/30/17
2015020	6	AMI PHASE I - RW IRRIG METERS	\$484,190	\$377,489	\$475,495	\$15,005	6/30/17
2015022	7	CROWN VALLEY PW RESERVOIR 3 RECOATING	\$284,310	\$9,829	\$350,000	\$8,109	6/30/17
2016004	7	CROWN VALLEY COMM. PARK RELO FOR LAGUNA NIGUEL - RW	\$149,545	\$0	\$208,000	\$0	6/30/17
2016005	7	CROWN VALLEY COMM. PARK RELO FOR LAGUNA NIGUEL - PW	\$111,070	\$0	\$117,000	\$0	6/30/17
2016010	12	FY 2016-17 RW RETROFITS	\$50,000	\$0	\$50,000	\$0	6/30/17
2016013	14	2016-17 NEW SYSTEM VALVES	\$100,000	\$46,100	\$100,000	\$46,100	6/30/17
2016016	14	PLANT 3A FLOOD PROTECTION	\$500,000	\$19,563	\$50,000	\$19,563	6/30/22
Subtotal			\$9,148,147	\$4,356,316	\$7,483,604	\$1,771,026	
PROJECTS IN PROGRESS/UNDER DESIGN							
2011034	7	GIS VIEWER AND CONFIGURATION	\$60,000	\$358	\$60,000	\$358	6/30/17
2012024	7	UPPER SALADA LS AUX GENERATOR REPLACEMENT	\$850,000	\$60,898	\$400,000	\$12,784	9/30/18
2013004	7	REGIONAL LS FORCE MAIN REPLACEMENT	\$8,900,000	\$59,990	\$150,000	\$0	6/30/22
2014012	7	HIDDEN HILLS VILLAGE EASEMENT PIPELINE REHABILITATION	\$420,000	\$43,739	\$188,396	\$0	12/31/17
2014015	14	DISTRICT HEADQUARTERS	\$23,000,000	\$833,742	\$8,000,000	\$475,052	6/30/17
2015013	7	2016-17 RESERVOIR MANAGEMENT SYSTEM REPLACEMENT	\$2,050,000	\$49,894	\$300,000	\$49,894	9/30/17
2015015	7	SADDLEBACK PS AUX PUMP & ENGINE REPLACEMENT	\$1,235,000	\$34,057	\$200,000	\$34,057	3/31/17

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TABLE 2
QUARTERLY CAPITAL IMPROVEMENT PROGRAM REPORT
MOULTON NIGUEL WATER DISTRICT
QUARTERLY PROJECT STATUS - THIRD QUARTER - JANUARY THROUGH MARCH
FISCAL YEAR: JULY 2016 TO JUNE 2017

PROJECT NUMBER	FUND	PROJECT DESCRIPTION	TOTAL PROJECT AMOUNT	EXPENDED FROM INCEPTION TO DATE	FY 2016-17 ADOPTED BUDGET	FY 2016-17 EXPENDED TO DATE	ESTIMATED COMPLETION DATE
PROJECTS IN PROGRESS/UNDER DESIGN (CONTINUED)							
2016001	7	30-IN ETM SAN JUAN CREEK CROSSING REMOVAL	\$200,000	\$10,031	\$100,000	\$10,031	6/30/18
2016001	7	30-IN ETM SAN JUAN CREEK CROSSING REMOVAL - SMWD REIMBURSEMENT	(\$100,000)	\$0	\$0	\$0	Reimbursement
2016002	7	2016-17 VALVE REPLACEMENT	\$2,860,000	\$78,342	\$460,000	\$78,342	6/30/18
2016006	7	UPPER SALADA ELECTRICAL SWITCHGEAR REPLACEMENT	\$550,000	\$51,588	\$100,000	\$51,588	3/31/18
2016009	7	HIGHLAND PUMP PRESSURE RELIEF TO 650 ZONE	\$75,000	\$0	\$25,000	\$0	12/31/17
2016012	14	DEL AVION LIFT STATION GRINDERS	\$120,000	\$12,688	\$120,000	\$12,688	12/31/17
2016014	14	SADDLEBACK PS GENERATOR EMERGENCY CONNECTION	\$60,000	\$0	\$60,000	\$0	3/31/19
2016015	14	920 ZONE LOOP PIPELINE	\$200,000	\$0	\$50,000	\$0	12/31/17
Subtotal			\$40,480,000	\$1,235,328	\$10,213,396	\$724,795	
UNANTICIPATED							
2009010	14	MISSION HOSPITAL SECONDARY FEED	\$400,000	\$44,342	\$80,000	\$44,342	6/30/18
2010018	7	MATHIS -OSO BY-PASS (RECORD DRAWINGS)		\$4,390	\$5,000	\$4,390	Completed
2014018	14	FLORES AVE 8 IN WATER MAIN INSTALLATION (RECORD DRAWINGS)		\$4,561	\$4,561	\$4,561	Completed
2016019	7	SJC RR PASSING SIDING AIR-VAC RELOCATIONS		\$2,619	\$100,000	\$2,619	6/30/17
2016020	7	ELECTRICAL SERVICE ENTRANCE REPLACEMENTS AT THREE STATIONS		\$54,939	\$80,000	\$54,939	3/31/18
2016021	7	VAULT REMOVAL (11 SITES)	\$610,000	\$0	\$50,000	\$0	12/31/17
2016022	7	CAMINO CAPISTRANO YARD IMPROVEMENTS		\$0	\$85,000	\$0	12/31/17
Subtotal			\$1,010,000	\$110,851	\$404,561	\$110,851	
FUTURE PROJECTS							
Project Priority							
2011033	7	ASSET MANAGEMENT PROGRAM/CMMS IMPLEMENTATION	\$500,000	\$0	\$300,000	\$0	92%
2016008	7	NORTH ALISO CREEK LS BYPASS REPLACEMENT	\$240,000	\$0	\$50,000	\$0	84%
2011077	14	MOULTON PEAK RADIO TOWER IMPROVEMENTS	\$235,000	\$1,500	\$50,000	\$1,500	80%
	7	ALISO CREEK LS AUXILIARY GENERATOR REPLACEMENT	\$530,000	\$0	\$0	\$0	76%
	7	SOUTHWING LS AUXILIARY GENERATOR REPLACEMENT	\$580,000	\$0	\$0	\$0	76%
2016007	7	54-INCH CIP IMPROVEMENTS	\$2,700,000	\$0	\$50,000	\$0	76%
2016003	7	FY2016-17 MH REHABILITATION	\$350,000	\$828	\$350,000	\$828	74%
2011024	7	DOCUMENT MANAGEMENT	\$389,000	\$108,063	\$100,000	\$1,642	72%
	14	SECONDARY FEED FOR 1050 ZONE	\$600,000	\$0	\$0	\$0	72%
2011028	7	VALENCIA LS REFURBISHMENT	\$700,000	\$650	\$75,000	\$650	70%
2011043	14	3A OUTFALL LINE VALVES	\$450,000	\$0	\$0	\$0	70%
2011043	14	3A OUTFALL LINE VALVES - REIMBURSEMENT	(\$225,000)	\$0	\$0	\$0	Reimbursement
2016011	12	TRAMPAS RESERVOIR CAPACITY ACQUISITION	\$15,000,000	\$0	\$3,000,000	\$0	66%
	7	3A ETM CREEK BANK STABILIZATION	\$2,000,000	\$0	\$0	\$0	66%
	7	3A ETM REPLACEMENT - AVE DE LA VISTA	\$2,475,000	\$0	\$0	\$0	66%
	7	3A ETM REPLACEMENT - CAMINO CAPO	\$3,500,000	\$0	\$0	\$0	66%
	7	3A ETM SJ CREEK-COUNTY OF ORANGE PHASE VIII	\$900,000	\$0	\$0	\$0	66%
	7	3A ETM IMPROVEMENTS - SMWD REIMBURSEMENT	(\$4,437,500)	\$0	\$0	\$0	Reimbursement
2012011	7	EASEMENT REHABILITATION PROGRAM - Phase 1	\$7,850,000	\$0	\$0	\$0	64%
2011032	7	OLD RANCH ROAD EASEMENT REFURBISHMENT	\$200,000	\$0	\$0	\$0	64%
2012010	7	CVP 16-INCH PW LINE REHABILITATION	\$650,000	\$0	\$0	\$0	64%
	7	UTILITY SERVICE ENTRANCE REPLACEMENTS - PW	\$738,000	\$0	\$0	\$0	62%
	12	RW EXPANSION PHASE V	\$35,000,000	\$0	\$0	\$0	62%

TABLE 2
QUARTERLY CAPITAL IMPROVEMENT PROGRAM REPORT
MOULTON NIGUEL WATER DISTRICT
QUARTERLY PROJECT STATUS - THIRD QUARTER - JANUARY THROUGH MARCH
FISCAL YEAR: JULY 2016 TO JUNE 2017

PROJECT NUMBER	FUND	PROJECT DESCRIPTION	TOTAL PROJECT AMOUNT	EXPENDED FROM INCEPTION TO DATE	FY 2016-17 ADOPTED BUDGET	FY 2016-17 EXPENDED TO DATE	ESTIMATED COMPLETION DATE
FUTURE PROJECTS (CONTINUED)							
							Project Priority
	14	OSO CREEK SEWER PARALLEL PIPELINE	\$1,950,000	\$0	\$0	\$0	62%
	7	UTILITY SERVICE ENTRANCE REPLACEMENTS - WW	\$145,000	\$0	\$0	\$0	62%
2011037	7	MISSION VIEJO HIGH SCHOOL LINE/VAULT REFURBISHMENT	\$200,000	\$0	\$0	\$0	60%
	7	OAKGROVE DRIVE RW PIPELINE REPLACEMENT	\$525,000	\$0	\$0	\$0	60%
	7	PZ450 ALISO CREEK POTABLE LINE RELOCATION	\$300,000	\$0	\$0	\$0	58%
2010013	12	LA PAZ BRIDGE CROSSING RW PIPELINE	\$435,000	\$54,573	\$0	\$0	58%
	14	GALIVAN BYPASS IMPROVEMENTS	\$175,000	\$0	\$0	\$0	58%
2010001	14	650-ZONE NIGUEL ROAD INTERTIE	\$320,000	\$0	\$0	\$0	56%
	7	EASEMENT REHABILITATION PROGRAM - Phase 2	\$6,000,000	\$0	\$0	\$0	56%
	7	STEEL TANKS SEISMIC & STRUCT RETROFITS - PW	\$5,000,000	\$0	\$0	\$0	56%
	7	STEEL TANKS SEISMIC & STRUCT RETROFITS - RW	\$200,000	\$0	\$0	\$0	56%
	14	LS GENERATOR EMERGENCY CONNECTIONS	\$430,000	\$0	\$0	\$0	56%
	7	BEAR BRAND PS PUMP REPLACEMENT	\$410,000	\$0	\$0	\$0	52%
	7	LITTLE NIGUEL PS PUMP REPLACEMENT	\$250,000	\$0	\$0	\$0	52%
	7	PACIFIC PARK PS PUMP & ENGINE REPLACEMENT	\$600,000	\$0	\$0	\$0	52%
	7	ROLLING HILLS PS ENGINE & PUMP REPLACEMENT	\$675,000	\$0	\$0	\$0	52%
	7	SHEEP HILLS PS ENGINE & PUMP REPLACEMENT	\$1,040,000	\$0	\$0	\$0	52%
	14	MARGUERITE/OSO CIP TAKEOUT	\$2,500,000	\$0	\$0	\$0	50%
2015006	7	I.D. 1 MASTER METER RELOCATION	\$600,000	\$0	\$0	\$0	48%
	12	SOUTH COUNTY PIPELINE TAKEOUT FACILITY	\$2,200,000	\$0	\$0	\$0	48%
	7	LN REG PARK RW VAULT RECONFIGURATION	\$150,000	\$0	\$0	\$0	46%
2011026	7	RANCHO UNDERGROUND PS REFURBISHMENT	\$250,000	\$4,619	\$0	\$0	44%
2012016	7	LITTLE NIGUEL PS ROOF REPLACEMENT	\$20,000	\$0	\$0	\$0	38%
2008049	12	SOUTH ORANGE COUNTY COASTAL OCEAN DESALINATION	\$700,000	\$662,685	\$0	\$0	on-hold
2013005	7	LOWER SALADA LS FORCE MAIN REPLACEMENT	\$5,900,000	\$40,000	\$0	\$0	on-hold
2015023	7	NORTHERN TRANSMISSION MAIN IMPROVEMENTS N OF LA PAZ	\$500,000	\$190,449	\$250,000	\$162,030	Phase 2
Subtotal			\$102,399,500	\$1,063,367	\$4,225,000	\$166,649	
SOCWA & JRWSS PROJECTS							
							REMAINING BALANCE
JRWSS17	7	SCWD/JRWSS CAPITAL PROJECT	\$14,227,645	\$57,483	\$1,646,424	\$57,483	\$1,588,941
SMWD003	7	PLANT 3A IMPROVEMENTS	\$12,976,500	\$0	\$3,576,500	\$0	\$3,576,500
SMWD004	7	SMWD CAPITAL PROJECTS-JOINT FACILITIES	\$200,000	\$10,008	\$200,000	\$10,008	\$189,992
SOCWA130	7	2016/17 SOCWA CAPITAL PC 2(R)	\$13,390,721	\$1,058,831	\$1,597,112	\$1,058,831	\$538,281
SOCWA131	7	2016/17 SOCWA CAPITAL PC 15(R)	\$9,385,169	\$0	\$744,978	\$0	\$744,978
SOCWA132	7	2016/17 SOCWA CAPITAL PC 17(R)	\$34,474,090	\$4,258,655	\$6,020,489	\$4,258,655	\$1,761,834
SOCWA133	7	2016/17 SOCWA PC 5	\$79,101	\$39,684	\$79,101	\$39,684	\$39,417
SOCWA134	7	2016/17 SOCWA CAPITAL PC 24	\$3,931,848	\$27,137	\$21,925	\$27,137	\$0
Subtotal			\$88,665,074	\$5,451,798	\$13,886,529	\$5,451,798	\$8,439,943
PROGRAMS							
							REMAINING BALANCE
UP1617RR	7	UNANTICIPATED PROJECTS FUND 7	\$300,000	N/A	\$300,000	\$235,000	\$65,000
UP1617PC	14	UNANTICIPATED PROJECTS FUND 14	\$150,000	N/A	\$150,000	\$150,000	\$0

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PROJECT NUMBER	FUND	PROJECT DESCRIPTION	TOTAL PROJECT AMOUNT	EXPENDED FROM INCEPTION TO DATE	FY 2016-17 ADOPTED BUDGET	FY 2016-17 EXPENDED TO DATE	ESTIMATED COMPLETION DATE
PROGRAMS (CONTINUED)							REMAINING BALANCE
						COMMITTED	
7		PW PROJECTS PER ASSET MANAGEMENT MODEL	\$9,000,000	N/A	N/A	N/A	N/A
7		RESERVOIR MANAGEMENT SYSTEM REPLACEMENT PROGRAM	\$11,450,000	N/A	N/A	N/A	N/A
7		RESERVOIR RECOATING PROGRAM - PW	\$11,250,000	N/A	N/A	N/A	N/A
7		SERVICE SECTION AND MCC REPLACEMENT PROGRAM - PW	\$2,050,000	N/A	N/A	N/A	N/A
7		VALVE REPLACEMENT PROGRAM - PW	\$19,830,000	N/A	N/A	N/A	N/A
7		VALVE REPLACEMENT PROGRAM - RW	\$1,600,000	N/A	N/A	N/A	N/A
12		RECYCLED WATER RETROFITS	\$450,000	N/A	N/A	N/A	N/A
7		RESERVOIR RECOATING PROGRAM - RW	\$2,970,000	N/A	N/A	N/A	N/A
7		RW PROJECT PER ASSET MANAGEMENT MODEL	\$4,500,000	N/A	N/A	N/A	N/A
7		SERVICE SECTION AND MCC REPLACEMENT PROGRAM - RW	\$700,000	N/A	N/A	N/A	N/A
7		MH REHABILITATION PROGRAM	\$3,150,000	N/A	N/A	N/A	N/A
7		SEWER LINING PROGRAM	\$2,400,000	N/A	N/A	N/A	N/A
7		WW PROJECT PER ASSET MANAGEMENT MODEL	\$4,500,000	N/A	N/A	N/A	N/A
7		SERVICE SECTION AND MCC REPLACEMENT PROGRAM - WW	\$1,400,000	N/A	N/A	N/A	N/A
Subtotal			\$75,700,000		\$450,000	\$385,000	\$65,000
TOTAL			\$364,366,199	\$56,655,164	\$46,569,520	\$13,802,309	