moulton niguel water district

ENGINEERING & OPERATIONS
BOARD OF DIRECTORS' MEETING
MOULTON NIGUEL WATER DISTRICT
27500 La Paz Road, Laguna Niguel
March 12, 2018
8:30 AM
Approximate Meeting Time: 3 Hours

1. CALL MEETING TO ORDER

2. APPROVE THE MINUTES OF THE JANUARY 15, 2018 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING

3. PUBLIC COMMENTS

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

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

DISCUSSION ITEMS

4. Construction Contract Award for Paseo de Valencia Lift Station Rehabilitation

5. Construction Contract Award for the Golden Lantern Reservoir Roof-Wall Joint Seal

6. Amendment No. 1 for the Regional Lift Station Enhancements

7. Amendment No. 1 for the Regional Lift Station Force Main Replacement

8. Caltrans I-5 Widening – Property Acquisition from District

INFORMATION ITEMS

9. Legislative Update

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

11. Late Items (Appropriate Findings to be Made)

a. Need to take immediate action; and

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

CLOSED SESSION

12. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

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

One Potential Case

13. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section: 54956.8
Property: Real Estate related to City of San Juan Capistrano's Water and Sewer Systems
Agency Negotiator: Joone Lopez - Moulton Niguel Water District
Negotiating Parties: Moulton Niguel Water District and City of San Juan Capistrano
Under Negotiation: Terms for Proposed Acquisition of Property

14. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Government Code Section 54956.9)

Name of case: SOCWA, City of Laguna Beach, South Coast Water District and Emerald Bay Service District v. Moulton Niguel Water District

Case number 30-2017-00923143-CU-BC-CJC

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.

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

January 15, 2018

A Regular Meeting of the Engineering & Operations Board of Directors of the Moulton Niguel Water District was held at the District offices, 27500 La Paz Road, Laguna Niguel, California, at 8:30 AM on January 15, 2018. There were present and participating:

DIRECTORS

Duane Cave	Director
Scott Colton	Vice President/Chair
Richard Fiore	Director
Donald Froelich	President
Gary Kurtz	Director
Larry Lizotte	Director
Brian Probolsky	Vice President (arrived at 8:45 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
Rod Woods	Director of Engineering
Jeff Ferre	Best, Best, & Krieger (General Counsel)
Paige Gulck	Board Secretary
Tim Bonita	Recording Secretary
Trevor Agrelius	MNWD
Matt Brown	MNWD
Todd Dmytryshyn	MNWD
Jesus Garibay Jr.	MNWD
Mark Herron	MNWD

David Larsen	MNWD
Shavonne Mays	MNWD
Steve Merk	MNWD
Medha Patel	MNWD
Lindsey Stuvick	MNWD
Adrian Tasso	MNWD
Alex Thomas	MNWD
Sheldon Yu	MNWD
Doug Chotkevys	Chotkevys Consulting
Roger Faubel	Faubel Public Affairs
Mike Dunbar	General Manager, Emerald Bay Service District
Jose Solorio	Nossaman, LLP

1. CALL MEETING TO ORDER

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

2. APPROVE THE MINUTES OF THE DECEMBER 18, 2017 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING

Duane Cave asked that the December 18, 2017 Engineering and Operations minutes be revised to note the meeting adjournment time.

MOTION DULY MADE BY DUANE CAVE AND SECONDED BY GARY KURTZ, MINUTES OF THE DECEMBER 18, 2017 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING WERE APPROVED WITH THE NOTED REVISION. 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

Mike Dunbar provided public comment.

PRESENTATION ITEMS

4. Video Inspection of the Oso-Trabuco Trunk Sewer

Mark Herron provided a presentation on the Video Inspection of the Oso-Trabuco Trunk Sewer.

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DISCUSSION ITEMS

5. Construction Contract Award for 2016-17 Reservoir Management Systems Replacement

Todd Dmytryshyn provided details on the item. Staff recommends that the Board of Directors award the construction services contract to Pacific Hydrotech Corporation in the amount of $3,123,500; authorize the General Manager or Assistant General Manager to execute the contract; and to approve change orders up to 10% of the contract value. Discussion ensued regarding the details of the project.

Brian Probolsky arrived at 8:45 a.m.

6. Construction Management and Inspection Support for 2016-17 Reservoir Management Systems Replacement

Todd Dmytryshyn provided details on the agreement. Staff recommends that the Board of Directors approve the Professional Services Agreement with Dudek in the amount of $224,000; authorize the General Manager or Assistant General Manager to execute the agreement; and to approve amendments up to 10% of the contract value. Discussion ensued regarding the agreement.

7. Amendment No. 4 to the Professional Services Agreement for 2016-17 Reservoir Management Systems Replacement

Todd Dmytryshyn provided details on the amendment. Staff recommends that the Board of Directors approve Amendment No. 4 to the Professional Services Agreement with Lee & RO, Inc. (LEE & RO) in the amount of $60,592 for a new total not-to-exceed amount of $319,479; and authorize the General Manager or Assistant General Manager to execute the amendment. Discussion ensued regarding details of the amendment.

INFORMATION ITEMS

8. Operations Center Consolidation Improvement Project Update

Matt Collings provided an Operations Center Consolidation Improvement Project update. Staff is finalizing the CEQA document and hope to have the Mitigated Negative Declaration ready to issue for public review in February. Staff is also updating some portions of the planning application with the City of Laguna Hills.

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

None.

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10. Late Items (Appropriate Findings to be Made)

None.

CLOSED SESSION

11. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Government Code Section 54956.9)

Name of case: SOCWA, City of Laguna Beach, South Coast Water District and Emerald Bay Service District v. Moulton Niguel Water District

Case number 30-2017-00923143-CU-BC-CJC

The Board entered closed session at 9:39 a.m. and exited at 11:09 a.m. Jeff Ferre stated that there was no reportable action.

ADJOURNMENT

The meeting was adjourned at 11:10 a.m.

Respectfully submitted,

Tim Bonita
Recording Secretary

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STAFF REPORT

TO: **Board of Directors** **MEETING DATE: March 12, 2018**

FROM: **Rod Woods, Director of Engineering**
David Larsen, Principal Engineer

SUBJECT: **Construction Contract Award for Paseo de Valencia Lift Station Rehabilitation**

SUMMARY:

Issue: Board action is required for the Notice Inviting Sealed Proposals (Bids) for the Paseo de Valencia Lift Station Rehabilitation, Project No. 2011.028.

Recommendation: It is recommended that the Board of Directors award the construction services contract to SS Mechanical in the amount of $775,435; and authorize the General Manager or Assistant General Manager to execute the contract; and approve change orders up to 10% of the contract value.

Fiscal Impact: Project No. 2011.028 is budgeted in Fund 7, Rehabilitation and Replacement with a current project budget of $800,000. The proposed project budget is $1,024,022. The project will be constructed next fiscal year. Adequate funds are proposed in the FY 2018-19 CIP budget.

Reviewed by Legal: Yes

BACKGROUND:

The Paseo de Valencia Lift Station is located at the Southwest corner of Paseo de Valencia and Cabot Road in Laguna Hills. The lift station services portions of the cities of Laguna Hills and Mission Viejo and conveys sewage from its service area to the Regional Treatment Plant via the Regional Lift Station.

The Paseo de Valencia Lift Station was originally constructed in 1965 as a below grade sewage lift station utilizing two pumps and associated equipment. Although the lift station was rehabilitated in 1989, the pumps and related equipment require frequent

maintenance and are in need of replacement. Additionally, the wet well of the lift station was determined to be in need of rehabilitation.

The project includes: the demolition of the existing pumps, mechanical piping and electrical equipment, including hazardous material abatement; rehabilitation of the wet well, including removal of the existing lining; concrete repairs and application of a new spray-on lining system; and the installation of new pumps, mechanical piping and electrical equipment.

DISCUSSION:

A request for bids was issued to seven (7) qualified contractors. On February 20, 2018, the District received four (4) sealed bids. The table below summarizes the bids received:

Consultant / Firm	Proposed Fee
SS Mechanical	$775,435
Schuler	$854,900
RC Foster	$915,000
Pascal & Ludwig	$972,000
Engineer's Estimate	**$735,000**

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

The increase in project budget is attributed to the addition of the complete rehabilitation of the wet well of the lift station, which was deemed necessary as a result of a condition assessment that was completed during the design phase of the project.

SUMMARY OF PROJECT BUDGET:

	Project Budget	Proposed / Approved Contract	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	$132,000*	$119,130	$11,913	$131,043
Construction	$660,000	$775,435	$77,544	$852,979
Legal, Permits, Inspection	$8,000	$40,000	$0	$40,000
Totals	$800,000	$934,565	$89,457	$1,024,022

*100,920.50 has been expended to date.
Currently Proposed Amount

Attachment: Exhibit A – Location Map

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0 1 2 3 Miles

Scale = 1:35,565

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STAFF REPORT

TO: **Board of Directors** **MEETING DATE: March 12, 2018**

FROM: **Rod Woods, Director of Engineering**
Sheldon Yu, Senior Engineer

SUBJECT: **Construction Contract Award for the Golden Lantern Reservoir Roof-Wall Joint Seal**

SUMMARY:

Issue: Board action is required for the Notice Inviting Sealed Proposals (Bids) for the Golden Lantern Reservoir Roof-Wall Joint Seal, Project No. OM17-18.034.

Recommendation: It is recommended that the Board of Directors award the construction services contract to Schuler Constructors in the amount of $307,000; authorize the General Manager or Assistant General Manager to execute the contract; and approve change orders up to 10% of the contract value.

Fiscal Impact: There are sufficient funds in the FY 2017-18 and proposed FY 2018-19 Operating Budgets.

Reviewed by Legal: Yes

BACKGROUND:

The Golden Lantern Reservoir is a buried, pre-stressed concrete recycled water reservoir, located beneath Long View Park, in the City of Laguna Niguel (as shown in Exhibit A). The reservoir was constructed in 1990, has a capacity of 3.0 million gallons, and serves the 585 pressure zone.

An inspection was performed inside the reservoir in September 2016 as part of the District's routine operations and maintenance. This inspection identified roots growing into the reservoir at the roof-wall connection along the inside perimeter. The District subsequently executed an agreement in November 2016 with DN Tanks, Inc. to perform interior tank root removal and cursory visual inspection of the Golden Lantern Reservoir.

DISCUSSION:

The proposed project will install a permanent exterior seal at the roof-wall joint of the reservoir to prevent against future root intrusion from the surrounding vegetation. The proposed work at the Golden Lantern Reservoir involves the excavation of soil along the perimeter of the reservoir, the installation of a PVC or built-up membrane liner along the roof-wall joint of the reservoir, backfill with the installation of an HDPE root barrier, and site restoration. Due to the weight restrictions on the roof of the reservoir, small equipment will be mandated for the excavation and backfill work.

A request for bids was issued to seven (7) qualified construction contractors. On February 15, 2018, the District received five (5) sealed bids. The table below summarizes the bids received:

Firm	Bid
Schuler Constructors	$307,000
SS Mechanical Corporation	$347,900
Pacific Hydrotech Corporation	$381,000
RC Foster Corporation	$413,500
Pascal & Ludwig Constructors	$684,788
Engineer's Estimate	**$ 324,250**

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

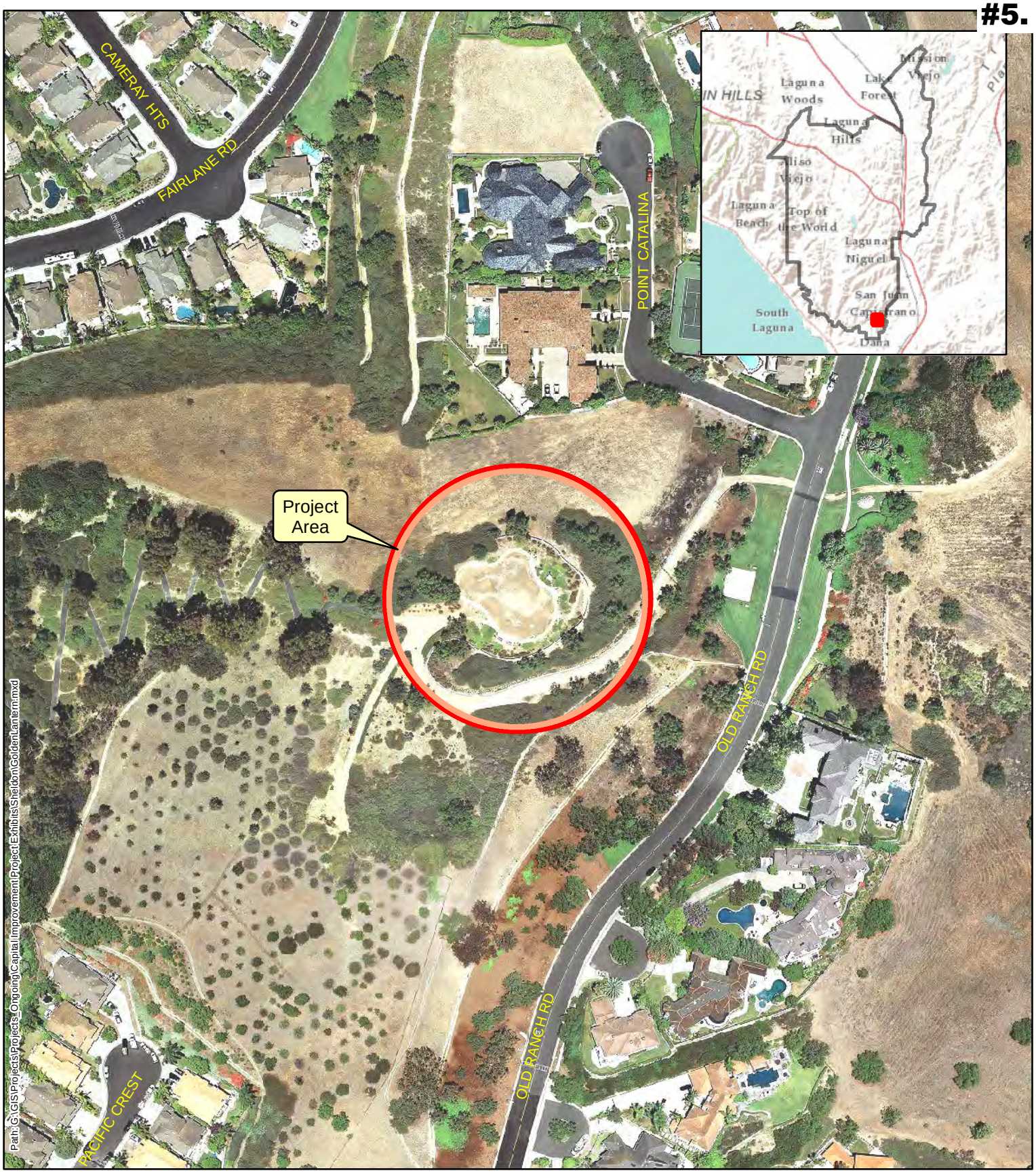
South Coast Water District owns one-third of the capacity of the Golden Lantern Reservoir and will reimburse the District for one-third of the project costs.

SUMMARY OF PROJECT BUDGET:

	Project Budget*	Proposed / Approved Contract	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	$30,000*	$30,000	$0	$30,000
Construction	$300,000	$307,000	$30,700	$337,700
Legal, Permits, District Labor	$10,000	$10,000	$0	$10,000
Totals	$340,000	$347,000	$30,700	$377,700

*$15,930 has been expended to date
Currently Proposed Amount

Attachment: Exhibit A – Location Map



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0 50 100 200 300 Feet

Scale = 1:2,000

Exhibit "A" Location Map
Golden Lantern RW Reservoir
Roof-Wall Joint Seal
OM17-18.034

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STAFF REPORT

TO: **Board of Directors** **MEETING DATE: March 12, 2018**

FROM: **Rod Woods, Director of Engineering**
David Larsen, Principal Engineer

SUBJECT: **Amendment No. 1 for the Regional Lift Station Enhancements**

SUMMARY:

Issue: Board action is required to execute an amendment to Task Order No. 3 of the As-Needed Engineering Services Agreement with Tetra Tech, Inc. for the Regional Lift Station Enhancements, Project No. 2017.022.

Recommendation: It is recommended that the Board of Directors approve Amendment No. 1 to Task Order No. 3 of the As-Needed Engineering Services Agreement with Tetra Tech in the amount of $167,200 for a new total not-to-exceed amount of $198,800; authorize the General Manager or Assistant General Manager to execute the amendment; and to approve amendments up to 10% of the total task order value.

Fiscal Impact: Project No. 2017.022 is budgeted in Fund 14, Planning and Construction with a proposed FY 2018-19 CIP budget of $2,100,000.

Reviewed by Legal: Yes

BACKGROUND:

The Regional Lift Station is located along Alicia Parkway adjacent to the Laguna Niguel Regional Park and pumps wastewater to the Regional Treatment Plant. Over half of all wastewater generated within the District is pumped through the Regional Lift Station.

In September 2017, staff identified enhancements at the Regional Lift Station that will improve the operational reliability issues at this critical facility. The proposed enhancements include the addition of a standby diesel engine-driven bypass pumping system and replacement of Pump No. 5 to better manage low-flow periods. Staff determined that a preliminary design effort would be necessary to better define the

design criteria for the project before proceeding with final design and preparation of construction documents.

At the time that the proposed enhancements at the Regional Lift Station were identified, Tetra Tech was already performing the design of the Regional Lift Station Force Main Replacement Project. The Board awarded the Professional Services Agreement for the design of Regional Lift Station Force Main Replacement Project to Tetra Tech in June 2017. As a part of the force main design, Tetra Tech performed a detailed analysis of the flows at the Regional Lift Station and evaluated force main piping connections at the lift station site. Through this effort, Tetra Tech gained significant knowledge of the operational and physical constraints at the lift station. This knowledge was essential to performing the preliminary design of the proposed enhancements at the Regional Lift Station. Accordingly, staff selected Tetra Tech to perform this work under Task Order No. 3 of the As-Needed Engineering Services Agreement, for a not-to-exceed total of $31,600.

DISCUSSION:

Tetra Tech's original scope under Task Order No. 3 included hydraulic analysis and preliminary design of the Regional Lift Station Enhancements Project to better define the scope of work and level of effort for final design and preparation of construction documents. During this preliminary design effort, sizing of new pumps and a preliminary layout of the facility were established. However, it was determined that rehabilitation of the existing wet well and the addition of an overflow basin should be added to the scope of the project.

Due to the knowledge acquired by Tetra Tech during the design work on the Regional Lift Station Force Main Replacements project, it is expected that efficiency and cost savings in the design effort for this project would be realized utilizing Tetra Tech to complete the design. Therefore, staff requested a single source proposal from Tetra Tech to prepare the final design and construction documents for the project, as well as provide bid and construction support services. The total fee for Tetra Tech's design effort will exceed the task order limit of the As-Needed Engineering Services Agreement. Proposed Amendment No. 1 (in the amount of $167,200) to original Task Order No. 3 (in the amount of $31,600) is required to authorize funds for the additional design services.

Staff performed a thorough review of Tetra Tech's proposal and determined that the level of effort is required and appropriate. This amendment will be performed on a time and materials not to exceed basis.

SUMMARY OF PROJECT BUDGET:

	Proposed FY 18-19 Project Budget	Proposed / Approved Contract	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	$218,680*	$198,800**	$19,880	$218,680
Construction	$1,750,000	$1,750,000	$0	$1,750,000
Legal, Permits, Inspection	$131,320	$131,320	$0	$131,320
Totals	$2,100,000	$2,080,120	$19,880	$2,100,000

* $9,027.00 has been expended to date (Task Order No. 3)
** $31,600 original + $167,200 proposed = $198,800 total
Currently Proposed Amount

Attachments:

1. Exhibit A – Location Map
2. Exhibit B – Original As-Needed Engineering Services Agreement
3. Exhibit C – Task Order No. 3
4. Exhibit D – Amendment No. 1 to Task Order No. 3

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0 125 250 Feet

Scale = 1:1,200

EXHIBIT "A"
Regional Lift Station Enhancements
Contract No. 2017.022

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
MOULTON NIGUEL WATER DISTRICT AND
TETRA TECH, INC.
MNWD PROJECT: AS-NEEDED ENGINEERING SERVICES FOR CAPITAL IMPROVEMENT PROGRAM IMPLEMENTATION
CONTRACT NO. OM16-17.051d**

THIS AGREEMENT (the "Agreement") is executed and dated as of May 2, 2017 ("Execution Date"), by and between Tetra Tech, Inc., hereinafter referred to as the "ENGINEER" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of engineering services to MNWD by ENGINEER. MNWD and ENGINEER may sometimes be referred to in this Agreement individually as "party" and together as "parties."

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

AGREEMENT

SECTION I – PURPOSE

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

SECTION II – SCOPE OF SERVICES AND PERFORMANCE

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

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

Section 2.3 ENGINEER shall provide all labor, materials, tools, equipment, supplies, utilities and transportation required to perform the Services, subject to compliance with the Agreement requirements, and complete all Services in a thorough, professional manner in accordance with generally accepted professional engineering practices and principles, and to the satisfaction of MNWD. ENGINEER shall have the sole and absolute discretion in determining the methods, details and means of performing the Services, and MNWD shall not have any right to direct the methods, details and means of the Services, provided that ENGINEER must receive prior written approval from MNWD before using any subconsultants in accordance with Section 2.5 herein. In performing the Services under this Agreement, ENGINEER shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

Section 2.4 ENGINEER'S civil engineer, duly licensed in the State of California, who shall be the Principal in Charge of work, is Tom Epperson, P.E. Without prior written approval of

MNWD, ENGINEER will not make any changes to ENGINEER'S Principal in Charge, in subconsultants, in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Services.

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

SECTION III – TASK ORDERS

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

Section 3.2 Each Task Order shall be no greater than a maximum not-to-exceed amount of one-hundred fifty thousand dollars ($150,000), inclusive of any addenda thereto, with the sum of all Task Orders including addenda thereto not-to-exceed the total Agreement amount under Section IV.

Section 3.3 Each Task Order shall contain the Scope of Services specific to the project and related Services under consideration. In addition, each Task Order shall contain the fees, labor hours, and team proposed for the Task Order, and any approved subconsultants not otherwise listed in **Exhibit A**.

SECTION IV – ENGINEERING FEES

Section 4.1 In consideration for providing the Services pursuant to this Agreement, MNWD agrees to compensate ENGINEER for Services under any Task Order on a time and materials basis at the rates and amounts in the Fee Schedule attached hereto as **Exhibit C** and incorporated herein. Total payments under this Agreement for all Task Orders collectively shall not exceed One Million Dollars ($ 1,000,000). This maximum amount is inclusive of 'labor costs' and 'reasonable direct costs' as defined herein below in Section 4.3 and 4.4.

Section 4.2 The Fee Schedule sets forth the current billing rates of ENGINEER. The Fee Schedule shall be in effect upon execution of this Agreement with a maximum increase of 3% for each year during the term of this Agreement as provided for under Section VII.

Section 4.3 'Labor costs' shall be the total number of hours worked on the project Services by each employee of the ENGINEER multiplied by the applicable hourly billing rate based on the Fee Schedule set forth in Section 4.2, and as such Fee Schedule may be amended upon MNWD's exercise of the option for term extension(s) under Section VII.

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

Section 4.5 The mark-up percentage charged to MNWD for Services performed by ENGINEER'S subconsultants under this Agreement pursuant to any Task Order shall not exceed 5% of the amount billed to ENGINEER by its subconsultants.

Section 4.6 Monthly payments under a Task Order will be made based on submittal of invoices by ENGINEER. Invoices will include the date or period of Services, the number of hours worked by various labor categories, the hourly billing rate per individual, a complete description of the Services performed, the total amount due and, when requested by MNWD, any support documentation sufficient to validate the charges for each invoice item. Only one bill per month shall be submitted by ENGINEER, showing amounts due for ENGINEER and each subconsultant utilized during the monthly billing period. Incomplete invoices will be returned unpaid to ENGINEER. Each Task Order shall be billed on a separate invoice.

SECTION V - TASK ORDER COMPLETION

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

Section 5.2 Upon MNWD's request for additional or changed Services, ENGINEER shall provide a cost estimate and written description of the additional or changed Services. Prior to any such addition, changes, or deletion to the Scope of Services, MNWD and ENGINEER shall negotiate an adjustment of the compensation and completion date and shall execute a written addendum to the Task Order. Upon execution of each addendum, (i) the Scope of Services shall thereafter be as described in the Task Order, respectively, as modified by the addendum and any previously executed addendum; and (ii) the time for completing the Services shall be as set forth in the addendum. Following execution of any amendment, all terms and provisions of the Agreement, except as expressly modified by such amendment, shall remain in full force and effect. MNWD will not be required to pay for any additional or changed work rendered in advance of the execution of an amendment covering the additional or changed work.

Section 5.3 MNWD may require ENGINEER's assistance on an emergency basis. Emergency Services shall be performed only after written direction is received from MNWD. A Task Order will be issued to ratify the emergency Services

SECTION VI - DOCUMENTATION AND OWNERSHIP

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

Section 6.2 ENGINEER will furnish to MNWD the agreed upon number of reports and supporting documents as specified in each Task Order. These instruments of service are furnished for MNWD's use in connection with the project Services provided for in this Agreement and shall become MNWD's property upon receipt.

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

SECTION VII – TERM

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

SECTION VIII - TERMINATION OR ABANDONMENT

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

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

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

SECTION IX - CONFIDENTIALITY

Section 9.1

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

utilized or produced by ENGINEER pursuant to this Agreement are to be considered confidential for all purposes.

B. ENGINEER shall be responsible for protecting the confidentiality and maintaining the security of Materials and records in its possession. All Materials shall be deemed confidential and shall remain the property of MNWD. ENGINEER understands the sensitive nature of the above and agrees that none of its officers, partners, employees, agents or subconsultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by MNWD. ENGINEER agrees not to make use of such Materials for any purpose not related to the performance of the Services under this Agreement. ENGINEER shall not make written or oral disclosures thereof, other than as necessary for its performance of the Services hereunder, without the prior written approval of MNWD. Disclosure of confidential Materials shall not be made to any individual, agency, or organization except as provided for in the Agreement or as provided by law.

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

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

SECTION X - INSURANCE AND INDEMNIFICATION

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

(a) The retroactive date of the policy must be shown and must be before the dated date of this Agreement.

(b) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of this Agreement or the Services.

(c) If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, ENGINEER must provide extended reporting coverage for a minimum of three (3) years years after completion of the Services. MNWD shall have the right to exercise at the ENGINEER's cost any extended reporting provisions of the policy should the ENGINEER cancel or not renew the coverage.

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

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

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

All insurance provided under this Section 10.2 shall name MNWD and its' directors, officers, employees and representatives as additional insureds under each such policy ("additional insureds") and an additional insured endorsement shall be provided in a form acceptable to MNWD.

Section 10.3 Worker's Compensation. By its signature hereunder, ENGINEER certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that ENGINEER will comply with such provisions before commencing the performance of work under this Agreement. ENGINEER and subconsultants shall maintain throughout the term of this Agreement workers' compensation insurance with limits no less than the statutory limits, and Employer's Liability insurance with limits no less than One Million Dollars ($1,000,000) per accident and per disease for their employees and shall file with the MNWD the certificate required by Labor Code Section 3700. The workers compensation/Employer's Liability insurance shall be endorsed with a waiver of subrogation in favor of MNWD and its' directors, officers, employees and representatives.

Section 10.4 Requirements of All Policies. All policies of insurance required under this Section X shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class XIII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. ENGINEER shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

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

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

Section 10.5 Indemnity. To the fullest extent permitted by law, ENGINEER shall defend (with counsel reasonably approved by the City), indemnify and hold MNWD and its 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. The ENGINEER'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all Services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by ENGINEER hereunder.

SECTION XI - WARRANTY

Section 11.1 ENGINEER is employed to render engineering services pursuant to this Agreement only, and any payments made to ENGINEER are compensation solely for such services as it may render and recommendations it may make in carrying out the work or Services. ENGINEER'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 11.2 In performing services under this Agreement, ENGINEER shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD. ENGINEER shall procure and maintain all permits, licenses and other governmental required certifications necessary for the performance of the Services, at the sole cost of ENGINEER.

Section 11.3 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.

SECTION XII – CALIFORNIA LABOR CODE REQUIREMENTS

Section 12.1 ENGINEER is aware of the requirements of California Labor Code Sections 1720 et seq and 1770 et seq., 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 such Prevailing Wage Laws, if applicable. 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 to comply with the Prevailing Wage Laws. It shall be mandatory upon the ENGINEER and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Section 12.2 If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code Sections 1725.5 and 1771.1, the ENGINEER and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). ENGINEER shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be ENGINEER's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

SECTION XIII - GENERAL

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

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

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

Section 13.4 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 13.5 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: Rodney S. Woods
Assistant Director of Engineering
Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA 92677-3489

To ENGINEER - Attn: Tom Epperson, P.E., Project Manager
Tetra Tech
17885 Von Karman Ave., Suite 500
Irvine, CA 92614
(949) 809-5156

Section 13.6 California law shall govern the interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

Section 13.7 In the event an action is commenced by either party to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all costs and expenses, including court costs, plus a reasonable amount for attorney's fees.

Section 13.8 If any section of this Agreement or provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

Section 13.9 It is expressly understood and agreed that ENGINEER is retained as an independent contractor for the sole purpose of rendering the professional and/or special Services, and is not an employee or agent of MNWD. ENGINEER warrants that it will not represent, at any time or in any manner, that ENGINEER is an employee or agent of MNWD. ENGINEER shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD. ENGINEER shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance ENGINEER, as an independent contractor, is responsible for paying under federal, state or local law. ENGINEER is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS.

Section 13.10 This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement or any interest herein shall be made by ENGINEER without prior written consent of MNWD.

Section 13.11 The person signing this Agreement on behalf of each party hereto represents he/she has authority to sign on behalf of, respectively, MNWD or ENGINEER. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 2nd day of May, 2017 ("Execution Date").

Moulton Niguel Water District

By: _____
Joone Lopez
General Manager

Tetra Tech

By: _____
Tom Epperson, P.E.

Title: Vice President
Water, Environment & Infrastructure

EXHIBIT A

LIST OF APPROVED SUBCONSULTANTS

RFYeager Engineering (Corrosion Engineering Services)
Richard F. Yeager Jr., PE / Randy J Geving, PE
9562 Winter Gardens, Suite D-151
Lakeside, CA 92040
(619) 647.6265

Coast Surveying, Inc. (Surveying)
Ruel del Castillo, PLS 4212
15031 Parkway Loop, Suite B
Tustin, CA 92780
(714) 918.6266

Leighton Consulting, Inc.
Djan Chandra
17781 Cowan
Irvine, CA 92614
(949) 681.4267

IDModeling, Inc.
Paul Hauffen
55 East Huntington Dr. Ste 130
Arcadia, CA 91006

Harper & Associates Engineering, Inc.
1240 E. Ontario Avenue, Suite 102
Corona, CA 92881
(951) 372.9196

EXHIBIT B

TASK ORDER FORM

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

This Task Order is executed pursuant to the "AGREEMENT FOR ENGINEERING SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND TETRA TECH, INC. AS- NEEDED ENGINEERING SERVICES FOR CAPITAL IMPROVEMENT PROGRAM IMPLEMENTATION (Contract No. OM16-17.051d)" dated _____, 2017 (the "Agreement"). The Agreement terms are fully incorporated in this Task Order. Terms used in this Task Order have the same meanings given in the Agreement.

Task Order No.: _____

Task Order Scope of Services:

_____
_____
_____
_____
_____

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

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

Task Order Completion Date: _____

Notice to Proceed Given: [Date] _____

EXECUTED, ACKNOWLEDGE AND AGREED:

_____ DATE: _____

MNWD's Representative: Title

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

_____ DATE: _____
Signature

EXHIBIT C

FEE SCHEDULE

TETRA TECH

2017

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Project Management	
Project Manager 1	$210.00
Project Manager 2	$240.00
Sr Project Manager	$305.00
Program Manager	$305.00
Principal in Charge	$305.00
Engineers	
Engineering Technician	$37.00
Engineer 1	$96.00
Engineer 2	$115.00
Engineer 3	$130.00
Project Engineer 1	$135.00
Project Engineer 2	$165.00
Sr Engineer 1	$170.00
Sr Engineer 2	$175.00
Sr Engineer 3	$210.00
Principal Engineer	$300.00
Planners	
Planner 1	$104.00
Planner 2	$115.00
Sr Planner 1	$125.00
Sr Planner 2	$151.00
Sr Planner 3	$175.00
Designers & Technicians	
CAD Technician 1	$65.00
CAD Technician 2	$75.00
CAD Technician 3	$90.00
CAD Designer	$100.00
Sr CAD Designer 1	$118.00
Sr CAD Designer 2	$145.00
CAD Director	$150.00
Survey Tech 1	$50.00
Health & Safety	
H&S Administrator	$95.00
Sr H&S Administrator	$115.00
H&S Manager	$145.00

Construction	
Construction Project Rep 1	$78.00
Construction Project Rep 2	$85.00
Sr Constr Project Rep 1	$100.00
Sr Constr Project Rep 2	$115.00
Construction Manager 1	$165.00
Construction Manager 2	$185.00
Construction Director	$233.00
General & Administrative	
Project Assistant 1	$67.00
Project Assistant 2	$75.00
Project Administrator	$95.00
Sr Project Administrator	$110.00
Graphic Artist	$130.00
Technical Writer 1	$97.00
Technical Writer 2	$124.00
Sr Technical Writer	$155.00
Information Technology	
Systems Analyst / Programmer 1	$77.00
Systems Analyst / Programmer 2	$115.00
Sr Sys Analyst / Programmer 1	$130.00
Sr Systems Analyst / Programmer 2	$196.00
Project Accounting	
Project Analyst 1	$90.00
Project Analyst 2	$114.00
Sr Project Analyst	$155.00

Reimbursable In-House Costs:	
Photo Copies (B&W 8.5"x11")	$ 0.15/Each
Photo Copies (B&W 11"x17")	$ 0.40/Each
Color Copies (up to 8.5"x11")	$ 2.00/Each
Color Copies (to 11"x17")	$ 3.00/Each
Compact Discs	$10/each
Large format copies	$0.40 S.F.
Mileage-Company Vehicle	$0.80/mile
Mileage-POV	$0.55/mile*

*current GSA POV mileage rate subject to change

All other direct costs, such as production, special photography, postage, delivery services, overnight mail, and printing will be billed at cost plus 15%. All services performed by subconsultants will be billed at a cost plus 5%.

Rates may be increased a maximum of 3% per calendar year.

NOTE: Rates subject to change annually.

04-Exhibit A - Hourly Rates

TASK ORDER – TO-03

Preliminary Engineering Services for
Regional Lift Station Enhancements
CIP Project Number 2017.022

This Task Order is executed pursuant to the "AGREEMENT FOR ENGINEERING SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND TETRA TECH. (Contract No. OM16-17.051d)" dated May 2, 2017 (the "Agreement"). The Agreement terms are fully incorporated in this Task Order. Terms used in this Task Order have the same meanings given in the Agreement.

1.0 **Task Order No.**: TO-03

2.0 **Task Order Scope of Services**:

See Exhibit A for services details.

3.0 **Fee and Fee Schedule:**

Authorized Not-to Exceed Task Order Amount of Thirty-One Thousand Six Hundred Dollars ($31,600).

Consultant will be paid on a time and materials basis. See Exhibit B – Manhour and Fee Summary Table for fee details.

4.0 **Project Schedule**

Specific schedule details to be agreed upon between the parties.

5.0 **Task Order Completion Date**: December 15, 2017

6.0 **Notice to Proceed Given**: September __, 2017

EXECUTED, ACKNOWLEDGED AND AGREED:

_____ DATE: 9/6/17
MNWD's Representative: Assistant General Manager

Tom Epperson, P.E. Vice President Water, Environment & Infrastructure
ENGINEER's Authorized Representative - (print name/title here)

_____ DATE: 9/06/17
Signature

TETRA TECH

EXHIBIT A

September 1, 2017

Mr. David Larsen, Principal Engineer
Moulton Niguel Water District
26161 Gordon Road
Laguna Hills, CA 92653

Reference: Proposal for Engineering Services for Preliminary Design of Regional Lift Station Enhancements

Dear Mr. Larsen:

Tetra Tech appreciates this opportunity to submit a letter proposal for providing engineering services for the preliminary design of the Regional Lift Station Enhancements. The services for this work shall be in accordance with our Agreement for On-Call Professional Engineering Services for Capital Program Work Implementation Agreement with the District, Agreement No. OM16-17.051d.

PROJECT DESCRIPTION

MNWD desires to improve the reliability of the Regional Lift Station by adding an on-site backup standby pump and power facility while eliminating the possibility of using the 18-inch overflow to the Coastal Treatment Plant. The Backup System, Goodwin Dri-Prime Backup System, provides independently-powered backup pumping in one dependable package unit. The Backup System will engage during loss of power (whether scheduled or emergency) as well as during routine pump maintenance or maintenance activities requiring the shutdown of the existing lift station pumps. At the completion of the preliminary design phase of the work, the District will provide the desired enhancements and request a proposal for the final design of these proposed improvements.

SCOPE OF WORK

Work for the first phase of the work shall consist of the following tasks:

2.1 Project Administration/Management

Tetra Tech will administer the preliminary design work effort. Administration shall include, but is not limited to: attendance at meetings, preparation of meeting agendas and minutes, preparation and maintenance of a project schedule, regular telephone conferences and updates with the District's project manager, and all QA/QC activities.

It is anticipated that the following meetings will be required: kick-off meeting at the lift station site; meeting to discuss preliminary layouts; meeting to discuss preliminary design memorandum; and final meeting to finalize recommended enhancements and scope development for the proposal for the next phase of work.

2.2 Data Collection and Review

Tetra Tech will gather and review the information provided by MNWD, including: record drawings for the original and upgrades at the Regional Lift Station facility; record drawings for the Alicia RW Pump Station; record drawings for the two sludge force mains; lift station flow data for a year; and existing pump curves. Tetra Tech recommends the kick-off meeting be at the site to discuss the various issues and concerns with District's field personnel.

17885 Von Karman Avenue, Suite 500, Irvine, CA 92614-6213
Tel 949.809.5000 Fax 949.809.5010 tetratech.com

2.3 Confirm Bypass Pump Flow Range

Tetra Tech will tabulate the yearly lift station flows and provide a summary of the typical winter and summer daily flow trends. Based on these trends, Tetra Tech will provide a recommendation for the design flow ranges for both the Bypass Pump and the Pump #5 replacement (low flow pump).

2.4 Bypass Pump Sizing/Selection

Based on the design flow ranges, Tetra Tech will work with Godwin Pumps to select the preliminary sizes for the bypass pump equipment. We have assumed that Tetra Tech will evaluate two different sizes for the Bypass Pump equipment. Tetra Tech will confirm the footprint for these two packages, the suction and discharge piping sizes, and confirmation of the required net positive suction head required for each of these pumps.

2.5 Base Map Preparation

Tetra Tech will prepare a base map of the District's Regional Lift Station site based on the record drawings, sectional maps, and google image of the site. Tetra Tech will perform a site visit to confirm distances between visible features, etc. to confirm the accuracy of the base map. At this time, no survey work will be performed or required. In addition, Tetra Tech will perform utility research with USA to obtain utility maps within Alicia Parkway. In addition, Tetra Tech will prepare base map of the valve vault piping and the lift station pump # 5 facility using record drawings, and previous plans prepared by Tetra Tech. Tetra Tech will confirm and update these base maps based on dimensions taken in the field during our site visit.

2.6 Bypass Equipment and Piping Layout Options

Tetra Tech will evaluate several options for the location of the proposed bypass equipment and piping. We are assuming the following potential locations: adjacent to the valve vault; and in the vicinity of the existing trailer. Preliminary piping profiles will be prepared for the two potential locations. At both locations, Tetra Tech will determine if both sizes of the Bypass Pumping Unit will be feasible. Tetra Tech will identify any existing utilities that may need to be relocated for the proposed piping and/or unit.

2.7 Eliminate Overflow Pipe

The District desires to eliminate the feasibility of using the existing 18-inch overflow to the Coastal Treatment Plant. The District is planning to plug the upstream side of the existing manhole adjacent to the wet well for a temporary solution. Tetra Tech will provide a recommendation and preliminary design detail for the future permanent capping/plugging of the 18-inch overflow within the existing wet well.

In addition, Tetra Tech will provide a preliminary evaluation of locating an additional wet well facilities (tank or concrete structure) within the overflow detention area on site. Tetra Tech will prepare as part of the preliminary design memorandum a summary of the size, type, location, and cost of any feasible alternatives for the additional wet well facilities.

2.8 Pump 5 Replacement

Based on the design flow ranges, Tetra Tech will evaluate downsizing Pump #5 to handle the low flows. Included within this evaluation will be: selection of the pump; size of motor; feasibility of existing VFD to operate the smaller motor; mode of operation; and any hydraulic or operational concerns. Tetra Tech will recommend the replacement pump and motor and any piping modifications and the corresponding construction cost.

2.9 Preliminary Design Memorandum

Tetra Tech will prepare a Preliminary Design Memorandum summarizing the findings of each of the above tasks. Included within the Memorandum will be exhibits showing the recommended layouts, piping, and pump replacements improvements (30% design level exhibits). In addition, Tetra Tech will analyze and make recommendations on the operational characteristics of the backup pump (i.e.: operate independent from existing lift station based on level unless operated in hand-mode or operate on failure of permanent generator). Tetra Tech will provide a summary of the construction cost estimates for all options and the estimated construction cost for the recommended enhancements. It is recommended, that a meeting with the District occur to discuss the various options prior to submitting the Draft Preliminary Design Memorandum and prior to selecting the final recommendations for the various enhancements. In addition, Tetra Tech will provide a proposal to perform the next phase of the work based on the selected/recommended enhancements within the Final Preliminary Design Memorandum. This proposal will be prepared after receiving the District's comments on the Draft Preliminary Design Memorandum. Tetra Tech will make the following submittals: Draft Preliminary Design Memorandum; Preliminary Design Memorandum including draft proposal for Final Design; and Final Preliminary Design Memorandum and proposal for Final Design. The Final Preliminary Design Memorandum will incorporate all District comments. Each submittal will include five hard copies and a PDF of the document.

SCHEDULE

Tetra Tech can begin work immediately upon receipt of the written Notice to Proceed. The following is a summary of our proposed schedule:

- Submit Draft Memorandum — 3 to 4 weeks from NTP
- Submit Memorandum and Draft Proposal — 2 weeks from receipt of comments on Draft
- Submit Final Memorandum and Proposal — 1 to 2 weeks from receipt of comments

BASIS OF FEE

Tetra Tech will execute the work on a Time and Material Basis with a Not-to-Exceed Fee, based on the hourly rate schedule included in our On-Call Professional Engineering Services for Capital Program Work Implementation Agreement. Our Not-to-Exceed Fee includes all labor, materials and other direct costs for all of the work anticipated.

Task	*Task Description*	*Fee*
2.1	Project Administration/Management/Meetings	$ 4,500
2.2	Data Collection and Review	$ 1,250
2.3	Confirm Bypass Pump Flow Range	$ 1,770
2.4	Bypass Pump Sizing/Selection	$ 1,250
2.5	Base Map Preparation	$ 5,240
2.6	Bypass Equipment and Piping Layout Options	$ 3,500
2.7	Eliminate Overflow Pipe	$ 4,950
2.8	Pump 5 Replacement	$ 2,040
2.9	Preliminary Design Memorandum	$ 7,100
	Total Not-to-Exceed Fee	**$31,600**

Attached is our hourly manpower spreadsheet per task.

Thank you again for the opportunity of submitting this proposal as part of our On-Call Professional Engineering Services Agreement.

If you have any questions or require additional information, please do not hesitate to give me a call.

Sincerely,

Tom Epperson, P.E.
Project Manager

TLE:te

Attachment

M:/Management/Drafts/Epperson/MNWD Regional Lift Station Preliminary Design Proposal

Moulton Niguel Water District
Preliminary Design of Regional Lift Station Enhancements
Fee Proposal

	Task Description	Senior Project Manager	Project Manager	Design Engineer	CADD	WP	Total Hours	Fees: Labor	Fees: Sub-Contractors Re-imbursables	TOTALS
	Regional Lift Station Enhancements Preliminary Design									
1	Project Administration/Management (3 mo)	4	0	0	0	0	4	$1,220	$0	$1,220
	Meetings (4)	4	8	0	0	2	14	$3,120	$160	$3,280
2	Data Collection and Review	0	1	8	0	0	9	$1,250	$0	$1,250
3	Confirm Bypass Pump Flow Range	0	1	12	0	0	13	$1,770	$0	$1,770
4	Bypass Pump Sizing/Selection	0	1	8	0	0	9	$1,250	$0	$1,250
5	Base Map Preparation	0	1	8	24	2	35	$4,950	$290	$5,240
6	Bypass Equipment & Piping Layout Options	1	2	12	8	0	23	$3,445	$55	$3,500
7	Eliminate Overflow Pipe	0	0	4	4	0	8	$1,100	$0	$1,100
	Additional Wet Well Facilities	1	4	16	4	0	25	$3,805	$45	$3,850
8	Pump 5 Replacement	0	2	8	4	0	14	$2,040	$0	$2,040
9	Preliminary Design Memorandum	2	12	8	16	4	42	$6,930	$170	$7,100
	TOTAL	12	32	84	60	8	196	$30,880	$720	$31,600

	TOTAL	12	32	84	60	8	196	$30,880	$720	$31,600

EXHIBIT B

AMENDMENT NO. 1 to TASK ORDER TO-03

Preliminary Engineering Services for
Regional Lift Station Enhancements
CIP Project Number 2017.022
Tetra Tech

Whereas, Moulton Niguel Water District ("MNWD"), and Tetra Tech ("Engineer"), entered into the AGREEMENT FOR ENGINEERING SERVICES, Contract OM16-17.051d, dated May 2, 2017 (the "Agreement"); and

Whereas, Task Order No. TO-03 ("Task Order") was executed by MNWD on September 6, 2017, to provide preliminary engineering services for the Regional Lift Station Enhancements Project with a Task Order Completion Date of December 15, 2017; and

Whereas, the authorized Not-to-Exceed fee for providing the services set forth in the Task Order was $31,600; and

Whereas, it is necessary to Amend said Task Order to extend the Task Order Completion Date and provide additional engineering and design services not included in the original Task Order, as set forth below:

- Scope of Work: See EXHIBIT 'A'
- Fee Summary: See EXHIBIT 'A'

All terms and conditions of the original underlying Agreement and Task Order, shall remain in effect, with the exception of the additional scope as described herein and to increase the amount the Engineer may be paid by **$167,200**, to a new Not-to-Exceed total Task Order amount of **$198,800**.

The original Task Order Completion Date is hereby extended to December 31, 2019.

Task Order Completion Date: December 31, 2019

Notice to Proceed Given: _____

EXECUTED, ACKNOWLEDGED AND AGREED:

_____ DATE: _____
Joone Lopez, General Manager

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

_____ DATE: _____
Signature

EXHIBIT A

TETRA TECH

February 27, 2018

Mr. David Larsen, Principal Engineer
Moulton Niguel Water District
26161 Gordon Road
Laguna Hills, Ca 92653

Reference: **Proposal for Engineering Final Design Services for Regional Lift Station Enhancements**

Dear Mr. Larsen:

Tetra Tech has been working with the District on the Preliminary Design of the Regional Lift Station Enhancement Project since September 2017. Tetra Tech is in the process of finalizing the Preliminary Design Memorandum based on our recent meeting with the District. The District has requested Tetra Tech prepare a proposal for the final design of the proposed enhancements. The services for this work shall be in accordance with our Agreement for On-Call Professional Engineering Services for Capital Program Work Implementation Agreement with the District, Agreement No. OM16-17.051d.

PROJECT DESCRIPTION

MNWD desires to improve the reliability of the Regional Lift Station by adding an on-site backup standby pump and power facility. The Backup System, Godwin Dri-Prime Backup System, provides independently-powered backup pumping in one dependable package unit. The Backup System will engage during loss of power (whether scheduled or emergency) as well as during routine pump maintenance or maintenance activities requiring the shutdown of the existing lift station pumps. In addition, the District desires the following other enhancements at the site: downsize Pump No. 5 to handle low flows; increase wet-well capacity with new tank/structure; and repair the existing wet well facility.

SCOPE OF WORK

Work shall consist of the following tasks:

2.1 Project Administration/Management

Tetra Tech will administer the final design. Administration shall include, but is not be limited to: attendance at meetings, preparation of meeting agendas and minutes, preparation and maintenance of a project schedule, regular telephone conferences and updates with the District's project manager, and all QA/QC activities. It is anticipated that the following meetings will be required:

- Meeting to discuss Basis of Design Memorandum.
- Design progress meetings after 70% and 90% submittals.
- Construction phasing, maintaining sewer service and operational control meeting.

Deliverables: agendas and minutes for four (4) meetings; and biweekly schedule updates.

Tetra Tech, Inc.
17885 Von Karman Avenue, Suite 500, Irvine, CA 92614-6213
Tel 949 809.5000 Fax 949.809.5010 www.tetratech.com

2.2 Basis of Design Memorandum

Tetra Tech will continue to evaluate options for the Backup Standby Pump and verify the impact of suction lift heights. The focus will be confirming the actual operation during a typical 24 hour sewer demand cycle (especially operation during the low flow): recommended starts/stops per hour, if applicable; control mechanisms; self-sufficiency of equipment; the use of dual CD350M pumps; and local installations of any of the two recommended pumping equipment. In addition, Tetra Tech will evaluate alternatives for additional wet well capacity: buried fiberglass tanks or cast-in-place or precast concrete wet well structure. These proposed facilities would be located within the existing overflow detention area on site with the reconfiguration of the adjacent gravity sewer pipelines as required.

Tetra Tech will prepare a Basis of Design Memorandum summarizing these two items and meet with the District to summarize our findings and assist the District in determining the recommended improvements for the project.

2.3 Design Survey and Base Construction Drawing

Tetra Tech will perform a field survey of the project site, including the overflow detention area. The survey will be horizontally and vertically tied to an assumed local control. Tetra Tech will identify/set two horizontal control points and one temporary benchmark to be used during the construction phase of the project. In addition, Tetra Tech will perform a site visit to confirm the existing surge tank facilities and other on-site utilities. Tetra Tech will update the existing base map with the survey data and additional field work. Tetra Tech will confirm the property lines based on recorded maps provided by the District.

2.4 Potholing and Geotechnical Investigation

Tetra Tech will prepare a potholing plan for locating key underground utilities that may conflict with the proposed enhancements. For this proposal, we have assumed one day of potholing activities. Potholing will be performed by C-Below or Cardno based on their availability. We will try to schedule this work at the same time the potholing will be performed within the Regional Park, but most likely the two schedules will not coincide.

Tetra Tech does not feel a geotechnical investigation is required for the design of the enhancements. Tetra Tech will request any existing geotechnical reports that the District may have for either the lift station or the recycled water pump station. In addition, Tetra Tech will be having geotechnical exploration performed within the Regional Park as part of the force main replacement project.

2.5 Operational Controls

Tetra Tech will work with the District to determine the best manner of operating both the new Pump No. 5, the existing generator and the proposed Backup System. This task will include evaluation of controls, levels, and any SCADA revisions recommended to operate the facilities with the proposed enhancements in the most efficient and reliable manner. Tetra Tech will prepare a brief operational control memorandum summarizing the decisions/direction selected by the District. A draft of the memorandum will be submitted to the District for review and comments. Tetra Tech will revise the memorandum, incorporating any of the District's comments.

2.6 Preparation of Contract Documents, Plans and Specifications

Tetra Tech will prepare a complete set of Contract Documents (construction drawings and specifications). We envision the following drawings, as a minimum:

- Title, Second (General Notes), and Third Sheet (Drawing and Agency Index, etc.)
- Horizontal Control Plan
- Existing Site Plan and Demolition Plan and Details (removal of existing surge tank)
- Site Plan and Precise Grading Plan
- Yard Piping Plan
- Site Section and Piping Profiles
- Valve Vault Plan and Sections
- Piping and Valve Vault Details
- Pump Room Demolition Plan and Details
- Pump Room Plan and Sections
- Pump Room Details
- Wet Well Rehabilitation Plan and Section including abandonment of existing 18" overflow
- Structural Notes
- Demolition of Existing Valve Vault Roof Plan and Section
- Valve Vault Removable Roof Structural Plan and Sections
- Wet Well Cast-in-Place Structure Floor and Roof Plan
- Wet Well Cast-in-Place Structure Sections
- Well Well Structural Details
- Backup System Concrete Pad Plan and Section
- Electrical Site Plan Improvements
- Electrical Modifications (Pump Room)
- SCADA Modifications
- Electrical/Instrumentation Details

The Specifications will need to include the work schedule, including phasing of the work and maintaining sewage service. Tetra Tech will prepare the Contract Documents using the District's standard format, standard forms, standard agreement, standard bonds, complete General Provisions, pertinent Special Provisions, pertinent Technical Specifications, and pertinent Standard Drawings. For this project, Tetra Tech will make four (4) submittals: 70% submittal; 90% submittal; 100% submittal; and Final Contract Documents.

The 90% submittal will include a substantially completed draft set of construction drawings and specifications. Two (2) full size hard copies will be submitted, together with a fully searchable electronic copy. The submittal will include a preliminary construction cost estimate.

The 100% submittal will include a fully completed set of construction drawings and specifications. The 100% submittal will incorporate all District comments from the 90% Review (or an explanation of why the comment was dismissed). The 100% submittal will be made with the assumption that there are no loose ends and that the project is ready to be bid in Tetra Tech's opinion. Two (2) full size hard copies will be submitted, together with a fully searchable electronic copy. In addition, a final construction cost estimate will be submitted.

The Final Contract Documents will be submitted once the District completes its cursory review of the 100% submittal. The Final Contract Documents will incorporate all District comments from the 100% Review (or an explanation of why the comment was dismissed). The Final Contract Documents shall be stamped and signed reproducible construction plans (mylars) and specifications for District's signatures. After obtaining District signatures, Tetra Tech will provide the District with fifteen (15) sets of full size construction plans and fifteen (15) sets of bound construction specifications with 11" x 17" reduced construction drawings enclosed as an exhibit. Note: "Full size" drawings/plans shall be 22" x 34" such that 11" x 17" prints are true half size.

2.7 Permitting

Tetra Tech has not included any encroachment permits support as all of the work will be performed within the District's property. Tetra Tech will assist in the coordination of the permitting through the South Coast Air Quality Management District for the Backup System.

***2.8* Construction Cost Estimates and Schedule**

Tetra Tech will prepare an engineer's estimate of probable construction costs for the complete project following the format of bid items as prepared for the Construction Specifications. Construction cost estimates, including a detailed cost breakdown, shall be provided with the 70%, 90% and 100% Submittals. Final construction cost estimate will be prepared in enough detail that a contingency is not required.

2.9 Bid Period Support

During bidding period, Tetra Tech will assist with providing information and clarification of the Contract Documents to prospective bidders as requested. Tetra Tech has assumed that one addenda will be required during the bid process. Tetra Tech will also conduct an onsite pre-bid meeting.

2.10 Construction Phase Services

During the construction of the proposed improvements, Tetra Tech will provide the following construction phase services:

A. Pre-Construction Meeting: Attend pre-construction meeting with the District and Contractor prior to beginning construction, and prepare agenda and minutes.

B. Contractor's RFI: Respond to approximately twenty (20) Requests for Information from the Contractor and the District. Tetra Tech will prepare and maintain a RFI log, and distribute on a bi-weekly basis during construction.

C. Shop Drawing Reviews: Review and provide comments on at most thirty (30) civil/mechanical and electrical shop drawing submittals, and ten (10) structural rebar submittals. Tetra Tech has assumed that each submittal will require a second review. Tetra Tech will prepare and maintain a shop drawing log, and distribute on a bi-weekly basis during construction.

D. Site Visits: Tetra Tech has assumed a total of six (6) visits of two hours each as requested by District staff.

E. Start-up Assistance: Tetra Tech will provide a total of eight (8) hours of start-up assistance as requested by District staff.

F. Record Drawings: At the conclusion of the construction, the District will provide Tetra Tech with a single, consolidated set of red-lines as-built drawings. Tetra Tech will prepare the final record drawings based on the same. Record drawings will be prepared in AutoCad. Three (3) full size sets of draft record drawings will be provided. Upon the District's review and approval, one (1) full size set of mylars with original signatures will be submitted. In addition, Tetra Tech will provide electronic files in both AutoCad (including all reference files) and PDF formats. Full size drawings and plans will be 22" x 34" such that 11"x17" prints are true half size.

PROJECT TEAM

Tetra Tech's project team for this project will include the following personnel: Tom Epperson, P.E. as the Project Manager; Tim Joyce as the Staff Manager; Laurence Esguerra, P.E. as the Project Engineer; survey work will be performed by Metz Surveying Inc. (former Tetra Tech employee); Victor Ramirez, P.E., S.E. will be the Structural Manager; and Mazen Kassar, P.E. will be Electrical Manager.

SCHEDULE

Tetra Tech has the ability to complete all of the work, considering our current and planned workload, within the following schedule:

Task or Milestone	Milestone Date
Final Executed Task Order – NTP	February 26, 2018
Basis of Design Memorandum	March 15, 2018
Survey and Potholing	March 5 to April 20, 2018
Operational Controls	September 14, 2017
70% Design Submittal	April 12, 2018
90% Design Submittal	May 17, 2018
100% Design Submittal	June 14, 2018
Final Mylars and Specifications	June 28, 2018

The above schedule is based on the following review times by the District: Memorandums one week; 70% and 90% submittal two weeks; and 100% submittal one week.

BASIS OF FEE

We have prepared the following fee summary. We will execute the work on Time and Materials with a Not-to-Exceed Fee, based on the hourly rate schedule included in our On-Call Professional Engineering Services for Capital Program Work Implementation Agreement.

Task	Task Description	Fee
2.1	Project Administration/Management	$ 12,500
2.2	Basis of Design Memorandum	$ 4,800
2.3	Design Survey and Base Drawing	$ 5,400
2.4	Potholing and Geotechnical Investigation	$ 5,400
2.5	Operational Controls	$ 4,200
2.6	Preparation of Contract Documents, Plans and Specifications	$ 75,000
2.7	Permitting	$ 2,000
2.8	Construction Cost Estimates and Schedule	$ 4,000
2.9	Bid Period Support	$ 3,900
2.10	Construction Phase Services	$ 50,000
	Total Not-to-Exceed Fee	**$ 167,200**

Attached is our hourly manpower spreadsheet per task.

Thank you again for the opportunity of submitting this proposal as part of our On-Call Professional Engineering Services Agreement.

If you have any questions or require additional information, please do not hesitate to give me a call.

Sincerely,

Tom Epperson, P.E.
Project Manager

TLE/te
P:200-09366-17001-02/ProjMgmt/Correspondence/Regional LS Enhancement Final Design Proposal
Attachment

Moulton Niguel Water District
Reigional Lift Station Enhancements
Manhour and Fee Summary

Task	Task Description	Labor Hours by Staff Classification						Total Hours	Fees		
		PD	PM	E3	E1	CADD	Clerical		Labor	Reimb	TOTAL
	SCOPE OF WORK										
2.1	**Project Administation and Management**										
	Project Administration (4 months) and including bi-weekly updates	6		4				10	$2,350	$0	$2,350
	QA/QC	24						24	$7,320	$0	$7,320
	Meetings (4 meetings)	4	6					10	$2,660	$170	$2,830
2.2	**Basis of Design Memorandum**	2	8	16			2	28	$4,800	$0	$4,800
2.3	**Design Survey and Base Construction Drawing**										
	Design Survey			2			1	3	$355	$2,745	$3,100
	Base Construction Drawing				4	16		20	$2,272	$28	$2,300
2.4	**Potholing**			2			1	3	$355	$5,045	$5,400
2.5	**Operational Controls**		8	16			2	26	$4,190	$10	$4,200
2.6	**Preparation of Contract Documents**										
	General Sheets (3)			2	6	12		20	$2,252	$0	$2,252
	Horizontal Control Plan			2	6			8	$836	$0	$836
	Existing Site Plan and Demolition Plan			2	4	12		18	$2,060	$0	$2,060
	Site Plan and Precise Grading Plan	1	2	4	8	16		31	$3,961	$0	$3,961
	Yard Piping Plan	1	2	2	8	16		29	$3,701	$0	$3,701
	Site Section and Piping Profiles			2	6	12		20	$2,252	$0	$2,252
	Valve Vault Plan and Sections	1	2	4	8	16		31	$3,961	$0	$3,961
	Piping and Valve Vault Details			2	6	12		20	$2,252	$0	$2,252
	Pump Room Demolition Plan and Details			2	6	12		20	$2,252	$0	$2,252
	Pump Room Plan and Sections		1	2	8	16		27	$3,156	$0	$3,156
	Pump Room Details			2	6	12		20	$2,252	$0	$2,252
	Wet Well Rehabilitation Plan and Section	1	1	2	6	12		22	$2,797	$0	$2,797
	Structural Notes and Calculations		8	24	24	6		62	$8,052	$0	$8,052
	Demolition of Existing Valve Vault Roof			2	6	12		20	$2,252	$0	$2,252
	Valve Vault Removable Roof Structural Plan and Sections		2	6	12	12		32	$3,828	$0	$3,828
	Wet Well Cast-in-Place Plans and Sections (2 sheets)		4	10	16	24		54	$6,828	$0	$6,828
	Well Well Structural Details		1	2	8	12		23	$2,684	$0	$2,684
	Backup System Concrete Pad Plan and Sections		1	2	8	8		19	$2,212	$0	$2,212
	Electrical and SCADA Plans (4 sheets)		8	16	24	32		80	$10,080	$0	$10,080
	Specifications	4	8	8			4	24	$4,560	$0	$4,560
	Submittals (70%, 90%, 100% and Final)			2	6	6		14	$1,544	$1,428	$2,972
2.7	**Permitting**		4	8				12	$2,000	$0	$2,000
2.8	**Construction Cost Estimates and Schedule**	2	8	8	4			22	$3,954	$46	$4,000
2.9	**Bid Period Support**	4	8	4		4	2	20	$3,842	$58	$3,900
2.10	**Construction Phase Services**										
	Project Admin/Management during Construction Phase Services (assume 9 months)	4	8					12	$3,140	$0	$3,140
	Pre-Construction Meeting	2	4					6	$1,570	$30	$1,600
	Contractor's RFI (20)	4	20	20				44	$8,620	$0	$8,620
	Civil/Mechanical/Electrical Shop Drawings (30)	4	30	60	12		6	112	$17,942	$58	$18,000
	Structural Shop Drawings (10)	4	10	40			2	56	$9,010	$90	$9,100
	Site Visits (6)	4	8					12	$3,140	$160	$3,300
	Start-up Assistance		8					8	$1,920	$0	$1,920
	Record Drawings				8	20	2	30	$3,318	$1,002	$4,320
	Totals	**72**	**188**	**280**	**210**	**300**	**22**	**1052**	**$156,330**	**$10,870**	**$167,200**

moulton niguel water district

STAFF REPORT

TO: **Board of Directors** **MEETING DATE: March 12, 2018**

FROM: **Rod Woods, Director of Engineering**
David Larsen, Principal Engineer

SUBJECT: **Amendment No. 1 for the Regional Lift Station Force Main Replacement**

SUMMARY:

Issue: Board action is required to execute an amendment to the Professional Services Agreement with Tetra Tech, Inc. for the Regional Lift Station Force Main Replacement, Project No. 2013.004.

Recommendation: It is recommended that the Board of Directors approve Amendment No. 1 to the Professional Services Agreement with Tetra Tech, Inc. in the amount of $179,000; authorize the General Manager or Assistant General Manager to execute the amendment; and to approve amendments up to 10% of the total contract value.

Fiscal Impact: Project No. 2013.004 is budgeted in Fund 7, Rehabilitation and Replacement with a proposed FY 2018-19 CIP budget of $10,000,000.

Reviewed by Legal: Yes

BACKGROUND:

The Regional Lift Station is located along Alicia Parkway in Laguna Niguel and pumps wastewater to the Regional Treatment Plant (RTP) through two parallel 20-inch and 24-inch force mains that are approximately 7,400 feet long. The existing force mains are located in service roads within the Laguna Niguel Regional Park. The force mains were constructed in 1980 using Techite pipe, which is a composite material made of glass and polyester resin. Because of the age and material, District staff has recommended that the existing force mains be replaced.

In December 2014, a preliminary design effort was completed wherein ten alignment alternatives were analyzed after determining that rehabilitation of the pipelines in place was not feasible. This preliminary design effort identified and recommended an alignment of the replacement force main pipelines within the Laguna Niguel Regional Park in existing easements adjacent to Narco Creek and along the edge of the Sulphur Creek Reservoir.

In June 2017, the Board approved a Professional Services Agreement with Tetra Tech in the amount of $655,000 for the preliminary design refinement, preparation of CEQA documents, completion of final design and construction documents, and bid and construction phase engineering support services. The Board also approved a contingency in the amount of $65,000.

As part of the preliminary design refinement under Tetra Tech, a biological constraints assessment and regulatory jurisdictional delineation of the proposed alignment was prepared to identify the environmental constraints for the project. The general biological surveys completed in preparation for this effort identified suitable habitat for rare plant species, sensitive bat species, and federally listed bird species such as the Coastal California gnatcatcher, Least Bell's vireo, and the Southwestern willow flycatcher. The potential for habitat of these plant and animal species was neither known or anticipated at the time the original contract was awarded to Tetra Tech.

DISCUSSION:

Under the California Environmental Quality Act (CEQA) and the required regulatory permitting, additional environmental services are necessary to more precisely define the impacts to the environment as a result of the project and the recommended mitigation measures to minimize these impacts. These additional services generally include: specific protocol focused surveys and reporting according to California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS) guidelines; additional work on the CEQA initial study; constraints effort and biological / cultural technical reports; and extensive regulatory agency coordination and permitting with the U.S. Army Corps of Engineers (USACE), the Regional Water Quality Control Board (RWQCB), CDFW, and USFWS.

These services are necessary to facilitate formal Endangered Species Act Section 7 Consultation between the USACE and USFWS as part of the Clean Water Act Section 404 permitting for the project, which is expected to require between 12 and 18 months to obtain.

The protocol focused surveys are mandated to be completed at specific intervals and time periods corresponding with the nesting seasons of each plant, animal, and bird species, typically in the spring. The first of these surveys must be completed between February 15 and April 15, with many subsequent surveys extending through July 31. In order to minimize impact to the overall project schedule, these focused surveys and related additional services will need to begin as soon as possible.

After identifying the additional environmental work necessary for the completion of the design effort, Tetra Tech provided a detailed, supplemental scope of work and associated fee estimate. Staff performed a thorough review of Tetra Tech's proposal and determined that the level of effort is required and appropriate. This amendment will be performed on a time and materials not to exceed basis.

SUMMARY OF PROJECT BUDGET:

	Project Budget	Proposed / Approved Contract	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	$720,000	$655,000	$65,000	$720,000
Additional Engineering		$179,000	$18,000	$197,000
CEQA Compliance	$480,000	$480,000	$0	$480,000
Construction	$8,200,000	$8,200,000	$0	$8,200,000
Inspection / Other	$600,000	$403,000	$0	$403,000
Totals	$10,000,000	$9,917,000	$83,000	$10,000,000

Currently Proposed Amount

Attachments:

1. Exhibit A – Location Map
2. Exhibit B – Professional Services Agreement
3. Exhibit C – Amendment No. 1 to Professional Services Agreement

N

moulton niguel water district

0 250 500 1,000 1,500 Feet

Scale = 1:8,020

EXHIBIT "A"
Regional Lift Station and Sewer Force Main
Contract No. 2013.004

AGREEMENT FOR ENGINEERING SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND TETRA TECH, INC. MNWD PROJECT: REGIONAL LIFT STATION FORCE MAIN REPLACEMENT CONTRACT NO. 2013.004

THIS AGREEMENT (the "Agreement") is dated as of 1 July, 2017, by and between Tetra Tech, Inc., hereinafter referred to as the "ENGINEER" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of engineering services to MNWD by ENGINEER. MNWD and ENGINEER may sometimes be referred to in this Agreement individually as "party" and together as "parties."

RECITALS

ENGINEER proposes to provide services to MNWD in connection with the evaluation, design and construction support services for the Regional Lift Station Force Main Replacement 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 11, 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 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 Tom Epperson.

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 six-hundred fifty-five thousand dollars ($655,000) (which maximum amount is inclusive of 'labor costs' and 'direct costs', as further discussed below), including optional tasks. Optional tasks shall not be performed without prior written authorization by the District 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.

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

Section 2.3 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

IV shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class XIII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. 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 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: Tom Epperson, Vice President
Tetra Tech, Inc.
17885 Von Karman Avenue, Suite 500
Irvine, CA 92614

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 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 30 day of June, 2017.

Moulton Niguel Water District

By: _____ for
Joone Lopez
General Manager

Tetra Tech, Inc.

By: _____
Tom Epperson, P.E.

Title: Vice President
Water, Environment & Infrastructure

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

Members of the Project Team have performed an in-depth review of the project description and scope of work within the Request for Proposal. We propose to provide the following scope of work for the Preliminary Design Phase, CEQA Documentation Phase (Optional), Final Design Phase (Optional), and Bid and Construction Phase Support Services (Optional).

Upon completion of the Preliminary Design report, the District may elect to extend the scope of this contract to include the preparation of CEQA documents, completion of the final design, and bid and construction phase design support services. Alternatively, the District may issue a new Request for Proposal for these services.

Upon completion of the Final Design Report, and only if authorized by the District, Tetra Tech shall proceed with the Optional California Environmental Quality Act (CEQA) documentation phase of the project and the Optional Final Design Phase of the work.

Upon completion of the preparation of the Final Design, and only if authorized by the District, Tetra Tech shall proceed with the bid and construction phase support services of the project.

Task 2 – Preliminary Design

Tetra Tech will prepare the preliminary design of the force main replacement pipeline, rehabilitating and repurposing of the existing force mains and the related sub-tasks for the project. Specific work items shall consist of, but shall not be limited to, the following tasks:

2.1 Project Administration/Management

Tetra Tech will include in the scope of work sufficient time and budget to administer the services provided. As a minimum, ***Tetra Tech will*** conduct, prepare an agenda for and distribute minutes of the project kick-off meeting, progress meetings, and coordination meetings with the City, County, and/or regulatory agencies. Project administration shall also include preparation and maintenance of a schedule for the preliminary design work, which is to be updated and distributed on a bi-weekly basis.

Deliverables: Agendas and minutes for 8 meetings; biweekly schedule updates

For this proposal, we have assumed the following eight (8) meetings: kick-off meeting; pipeline alignment workshop; creek crossing workshop; pipe material meeting; repurposing of force mains workshop; preliminary draft report review; and two (2) progress meetings.

2.2 Records Search and Review

The District will provide all available data on the lift station and force mains to ***Tetra Tech.*** Information that is currently available includes record drawings and shop drawings. ***At this time, there is no additional data that Tetra Tech feels is needed for this project.***

The District has made the following information available for download via the link below:

https://mnwd.sharefile.com/d-scb62c7fdae545c4a

- Sectional Maps for Regional Lift Station and the surrounding area
- Record Drawings for the Regional Lift Station and Force Mains
- Regional Lift Station Force Mains Replacement Study (Tetra Tech, December 2014)
- Extensive as-built records of pipelines throughout the Regional Park.

This task covers a detailed review of these records for incorporation into the preliminary design. After award, the District will attempt to locate any other information requested by ***Tetra Tech as the project progresses.***

Tetra Tech will perform all "Records Search" required in order to establish street centerlines, property lines, easements, and utilities. ***Majority of the "Records Search" has already been done by Tetra Tech during the Replacement Study.*** "Records Search" shall include, but is not limited to, the following:

- Any available recorded and unrecorded maps on file with the County or City, including assessors' maps, records of survey, tract maps and parcel maps
- Monument ties and benchmark data
- Easement
- Environmental constraints

Deliverables: Electronic copies of all relevant information obtained from "Records Search"

2.3 Utility Research

Tetra Tech will implement a systematic approach to accurately identify and locate existing utilities in construction area. ***Majority of the utility research has already been done by Tetra Tech during the Replacement Study.*** Said approach may include, but is not limited to, the following:

A. Submit letters to all utilities identified on USA's database

B. Organize a USA meet and mark. ***Tetra Tech will organize this USA meet and mark within the areas of the proposed potholing and geotechnical investigation work.***

C. Pre-mark all visible facilities during site walk-through

D. Ensure that the utilities shown on available record drawings are accurate; update as required

E. Submit preliminary construction drawings to any other affected utility owners (if any) requesting their review to ensure their facilities are correctly shown ***(This will occur during the final design phase of work.)***

Deliverables: Copies of any correspondence with other utility owners; drawings to indicate any recommended potholing

2.4 Design Criteria

Tetra Tech will coordinate with the City of Laguna Niguel, Orange County Parks, Orange County Flood Control, South Orange County Wastewater Authority, Regional Water Quality Control Board, US Army Corps of Engineers, California Department of Fish and Wildlife, Division of Safety of Dams, property owners, and others as required in order to fully develop design criteria for the force main replacement project. Included in this criteria shall be the environmental constraints required by each agency for later incorporation into the CEQA documentation.

For this proposal, we have assumed the following meetings with the above agencies: one meeting with City of Laguna Niguel; two meetings with Orange County Parks; one meeting with OCFCD; and one meeting with SOCWA; one joint meeting with County of Orange and DSOD; one meeting with Fish and Wildlife; and one

contingent follow-up meeting with an agency as required. The remaining coordination will be done over the phone and e-mails. In summary, we are anticipating a maximum of eight (8) agency coordination meetings.

To assist in determining the environmental constraints, HELIX (Subconsultant to Tetra Tech) will prepare a biological constraints map and a corresponding constraints memorandum during the preliminary design phase of the work. In order to prepare the Biological Constraints Memorandum, HELIX will conduct a general biological survey to include detailed vegetation mapping within 100-feet of the recommended alignment that will serve to assess the suitability of habitat for sensitive plant and/or wildlife species in addition to any requiremetns of the County of Orange Coastal Subregion Natural Community Conservation Plan (NCCP).

To ensure avoidance of jurisdictional requirements at the creek crossing locations, HELIX will conduct a jurisdictional delineation of the proposed alignment in order to determine the associated limits of Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW) jurisdictional waters.

The locations of sensitive species incidentally observed or otherwise detected during the general biological survey will be mapped in the field. The results of this site visit and mapping will determine future wildlife and/or plant survey needs, if any, while forming the basis for preparation of the Biological Constraints Memorandum and the Biological Technical Report to be done in the optional phase of the work. Included in this work by HELIX will be one meeting with Tetra Tech and MNWD to discuss the results of the Biological Constraints Memorandum, and to assist the District and Tetra Tech to determine if any adjustments to the alignment are needed in light of potential biological and/or jurisdictional impacts.

Also during this phase, HELIX will obtain a cultural resources records search from the South Central Coastal Information Center, the Orange County repository of the California Historical Resources Information System (CHRIS), for the proposed alignment and a ½-mile radius around it. HELIX will also request a Sacred Lands File search from the State Native American Heritage Commission (NAHC).

Tetra Tech will also perform a site investigation of the pipeline alignment for incorporation of the existing physical conditions, such as trees and rock outcroppings along ***the proposed*** alignment. ***Based on this information, Tetra Tech will be able to provide a summary of the impacts of locating the pipe within existing easements and the corresponding tree replacement and/or special construction required due to these existing physical conditions.***

Deliverables: Copies of any correspondence with regulatory agencies

2.5 Preliminary Design for Force Mains

Based on the Study completed by Tetra Tech in 2014, Alignment 6 along the north side of Narco Creek and the east side of the Sulfur Creek Reservoir is considered to be the District's preferred alignment for the force main replacements. ***Tetra Tech will*** develop preliminary plans and profiles of the pipeline alignment, which comply with the appropriate regulatory requirements. ***As summarized in our Key Issues section of this proposal, Tetra Tech will also prepare the following: sketches of the proposed valves between the two redundant force mains at the lift station and at the connection at RTP; typical trench details and thrust blocks if recommended; all high points and corresponding gravity sewer alignment to discharge locations; construction access requirements for various portions of the alignment; summary of tree removals and park hardscape and landscaping removals and restoration; and evaluation of removal and replacement of trees and hardscape/landscape required to locate force mains within existing easement verses new easement.***

Due to environmental constraints, for proposal purposes ***Tetra Tech has assumed*** that jack-and-bore pipeline installation methods will be required for ***all*** creek crossings. ***As summarized in our Key Issue section of this proposal, Tetra Tech will also prepare the following: sketches of the proposed bore and receiving pits, including depths and shoring recommendations; potential groundwater discharge locations for each crossing; and details of the typical casing with two carrier pipelines.***

Tetra Tech will update the previous hydraulic analysis of the new pipeline alignment and the existing Regional Lift Station to optimize pipe material and sizing, and determine any necessary pump modifications at the lift station. ***Tetra Tech will prepare an overall profile of the proposed force mains to confirm the static lift, all high and low points and provide a summary of the evaluation of potential for air lock as a result of high points causing downstream gravity flow to the proposed connection (and/or summit manhole).***

Tetra Tech will prepare a operational summary of the pumps and VFDs for the full lift station flow range. Based on this summary, Tetra Tech will provide any recommendations for pump/VFD upgrades to optimize the lift station operations. As part of this analysis, preliminary procedures for operation of the lift station and force mains during large storm flows shall be developed. ***These procedures will be based on our analysis of the lift station and a meeting with operations to discuss the actual lift station performance during the recent flooding event.***

Tetra Tech will perform an analysis of potential pipeline materials and provide recommendations to the District. ***Tetra Tech will evaluate the following pipe material options: DIP (epoxy lines) with restrained joints and impressed cathodic protection system (CP); steel pipe (epoxy or polyurethane lined) with welded joints and impressed CP; HDPE (with evaluation of the need for thrust blocks); and PVC Pipe (AWWA C-905) including evaluation of restrained joints or thrust blocks with fusible PVC at all bore and jack locations.*** For proposal purposes, ***Tetra Tech has assumed*** ductile iron piping with an impressed current cathodic protection system will be used. Specific details and qualifications of the cathodic protection system sub-consultant ***(R.F. Yeager) has been included within our Project Team section of this proposal***. ***RF Yeager will conduct onsite field soil resistivity test, review for stray current interference, and prepare a Soil Corrosivity Assessment Report.***

In addition, Tetra Tech will provide a summary of impacts to the park: park traffic patterns; parking stalls; walking trails; park hardscape; tree removals; landscape removal and restoration; and recommended detours for each phase of the work.

For proposal purposes, no surveying is anticipated to be included at this stage of the design, as the District's existing contour maps (accurate to +/- 1 foot) may be utilized for pipeline profile development.

Deliverables: Plan and profile drawings of the pipeline alignment; Hydraulic analysis and pipeline material and size recommendations ***and the above key issues*** are to be included in an Initial Preliminary Design Report

2.6 Methodologies for Maintaining Continuous Sewer Service During Construction

Maintaining continuous sewer service throughout the duration of construction is a critical aspect of this project. ***Tetra Tech will*** develop methodologies and costs for maintaining continuous sewer service, both during construction of the new pipelines and for the final connections to the existing systems. Included in this development shall be preliminary sequencing and bypassing plans. ***Tetra Tech has an excellent understanding of the cost for bypass pumping due to its recent work at SOCWA's RTP.***

Deliverables: Bypass and connection alternative details and methodologies are to be included in the Preliminary Design Report

2.7 Preliminary Design for Existing Pipe Repurposing

Develop preliminary design for repurposing of the existing force main pipelines to become secondary effluent transmission mains for the Regional Treatment Plant to be used in conjunction with the existing land outfall pipeline. Included in the designs shall be an evaluation of alternative methods to rehabilitate the existing pipelines, if necessary, plans and profiles of proposed pipeline extensions to the existing ETM at the west side of Alicia Parkway, and a valve structure at the Regional Treatment Plant. The alignment and preliminary design shall include compliance with the appropriate regulatory and city requirements, hydraulic analysis of the pipeline, and details for the connections to the existing systems.

Deliverables: As needed; Results are to be included in an Initial Preliminary Design Reports

2.8 Plan Review by Regulatory Agencies

At the completion of the Initial Preliminary Design Report ***and after modifying per the District's comments, Tetra Tech will*** submit the ***revised*** preliminary design drawings to the appropriate regulatory agencies for their review and approval, and pay all associated plan review fees, as required. The District will reimburse the cost of those fees without markup. ***Tetra Tech has assumed a*** 4 week review period of the preliminary design drawings by those agencies. All comments to the preliminary design drawings by the regulatory agencies shall be incorporated into the final preliminary design drawings included in the Final Preliminary Design Report.

Deliverables: Copies of any correspondence with regulatory agencies; Results are to be included in the Final Preliminary Design Report

2.9 Preliminary Cost Estimate and Schedule

Prepare a preliminary cost estimate, along with design and construction schedules, for the remaining portions of the force main replacement project. The cost estimate and schedules shall be broken out into sufficient detail to provide an accurate representation of all major portions of the project.

Deliverables: Preliminary construction cost estimate; Preliminary construction schedule

2.10 Preliminary Design Report to Document the Results of Preliminary Design Effort

Tetra Tech will prepare a draft and a final Preliminary Design Report. The report shall summarize all Tasks in Section 2. The draft report shall be submitted for District's review. A four-week review period should be assumed for the purposes of the proposal. Following the District's review and the associated design review meeting, ***Tetra Tech will*** provide the final report, which has incorporated all of the District's comments.

Note: It is the District's intent that at the end of the preliminary design effort, all requirements of the final design have been identified and can reasonably be incorporated into the final design documents.

Deliverables: Draft and Final Preliminary Design Report, including summary of "Records Search", utility research, design criteria, bypassing/connection plans, cost estimate, evaluations and recommendations; Five (5) bound paper copies, one (1) searchable PDF copy, and one copy of all files in native format

2.11 OPTIONAL – Anticipated Design Considerations Resulting from County Requirements

As a result of design development meetings with the County, Tetra Tech will incorporate additional design considerations into the Preliminary Design. This task will only be exercised upon Authorization by the District. Results are to be incorporated into the Preliminary Design Report.

Task 3 – OPTIONAL SCOPE OF WORK – CEQA Documentation

Work shall consist of, but shall not be limited to, the following tasks:

3.1 Project Administration/Management

Tetra Tech and HELIX (subconsultant) shall include in the scope of work sufficient time and budget to administer the project. Administration shall include, but not be limited to, project meetings with the District and other entities as necessary; and preparation of meeting agendas and minutes of each meeting. Project administration shall also include preparation and maintenance of a project schedule. ***Tetra Tech and HELIX has assumed*** the following meetings as a minimum:

1. ***CEQA Documentation*** kick-off meeting
2. Strategy meetings with MWND and its legal consultant – minimum of two (2)
3. Workshop with MNWD's Board of Directors – one (1)

Tetra Tech and HELIX shall budget sufficient time to provide MNWD with information and advice on environmental issues that may impact the Project, including an opinion as to the scope of the environmental documentation (assume Mitigated Negative Declaration for the purposes of proposal) that will, in ***our*** view, be

required. For the purposes of this effort, it is considered that the regulatory agency requirements were previously determined during the preliminary design effort as part of Task 2.4.

Deliverables: Agendas and minutes for a minimum of four (4) meetings; Preparation of and biweekly updates to the project schedule.

3.2 Biological/Tribal Constraints Summary

During the preliminary design phase, HELIX will provide a biological survey and summarize the constraints within a ***constraints memorandum***. A detailed vegetation map showing habitat types within 100-feet of the force main replacement pipeline alignment shall be created in the field and digitized for use in the report. General surveys for plant and wildlife species shall be conducted in the field, and an assessment of the potential federally or state listed or other rare species presence shall be performed. Due to the pipeline alignment through the Laguna Niguel Regional Park and the proximity to recognized waterways, it is anticipated that the biological survey work will be extensive.

HELIX will prepare a Biological Technical Report based on the preliminary work. The report will support the CEQA document for the final pipeline alignment and will describe the survey methods employed, present the results of the fieldwork, assess the potential for additional sensitive resources to occur on the site, identify any regulatory issues related to the resources on the site, calculate limits of project disturbance to vegetation and/or jurisdictional waters, and recommend any mitigation measures per MNWD and/or appropriate local agency requirements. This task includes one round of revisions to the Biological Technical Report and does not include regulatory permitting for unavoidable impacts to federal and/or Stat jurisdictional waters, if required.

Additionally, ***HELIX will*** identify and notify potentially impacted tribal entities. ***HELIX will*** provide consultation with those entities to identify and address potential adverse impacts to tribal cultural resources pursuant to CEQA guidelines and Assembly Bill 52. ***In order to address potential constraints to the project in the form of cultural and tribal resources, HELIX will conduct a cultural resources survey of the proposed pipeline alignment, assuming 9,200 linear feet with a 100-foot buffer on each side of the centerline. The survey will make use of the records search performed during the preliminary design phase. This scope includes: contact the local Native American community (NAHC); review historic maps and aerial photographs of the project area; conduct a field survey; include eight (8) hours of a Native American monitor during the fieldwork (a subconsultant to HELIX); record cultural resources identified during the field survey; and prepare a survey report detailing the methods and results of the study, as well as recommendations. The scope does not include historic structures evaluation or archaeological testing. Tribal consultation, as required under Assembly Bill (AB) 52, must be government-to-government consultation. Therefore, it cannot be undertaken solely by HELIX. However, HELIX cultural resources staff will assist the District with outreach to the Tribes to determine whether any Tribes would like to initiate consultation and will facilitate such consultation, if it is requested by the Tribes.***

A biological/tribal constraints report documenting the findings shall be prepared and submitted to the District to support the preparation of the Mitigated Negative Declaration (MND) documents. The report is to include vegetation mapping and a discussion of potential biological and tribal constraints of the project. Included in this task shall be a minimum of one revision to the report based on the results of the District review of the draft report.

Deliverables: Draft constraints report; Final constraints report.

3.3 Draft Initial Study/Mitigated Negative Declaration Preparation

HELIX will prepare the Screencheck Initial Study/Mitigated Negative Declaration (IS/MND) for District review and Draft IS/MND for public review.

The draft Initial Study shall be prepared in accordance with CEQA guidelines, as well as other regulatory agency guidelines (as applicable). The Initial Study shall:

1. Describe the proposed project
2. Document the environmental conditions of the project site
3. Determine the level of impact to onsite environmental resources
4. Make the CEQA mandated findings.

For each question asked in the Initial Study checklist, the Draft IS/MND shall include a discussion of the environmental setting, significance thresholds, project impacts, mitigation measures, cumulate impacts, and the level of significance after mitigation. ***Impacts related to cultural and biological resources will be evaluated based on the above findings, coupled with impact analyses based on the proposed project's anticipated footprint and construction activities. Other topics (including air quality, greenhouse gas emissions, noise and traffic) will be addressed qualitatively, based on readily available information and HELIX's experience with similar projects.***

HELIX will submit five (5) hard copies plus an electronic copy of the Screencheck IS/MND for District review. Following the District review, a meeting will be held to review the comments for incorporation into the Draft IS/MND.

HELIX will prepare a Public Review Draft IS/MND consistent with all publishing/filing requirements. The CEQA document shall be subject to a 30-day public review period. ***HELIX will*** prepare appropriate public notices for inclusion in local newspapers and posting at the County Clerk, as well as hard copies for distribution. ***HELIX will*** pay any required publishing and filing fees and bill the District for reimbursement.

HELIX will also submit the document to the State Clearinghouse, along with a summary sheet, Notice of Completion form, and Notice of Intent to Adopt form.

Deliverables: Submit the items identified below for each of the specified milestones. The submittals shall follow the schedule prepared by ***HELIX*** in accordance with Part 3.1 of this Request for Proposal.

- Screencheck IS/MND Documents – Submit five (5) copies of the draft Initial Study, Negative Declaration, and Mitigation Measures to District for review
- Public Review Draft IS/MND Documents
  - Publish twenty (20) hardcopies for public review
  - Transmit fifteen (15) electronic copies to State Clearinghouse
  - Filing of notice with County Clerk
  - Publication of notice in two (2) local newspapers

3.4 Final Initial Study/Mitigated Negative Declaration Preparation and Response to Comments

At the completion of the public review period of the Draft IS/MND, ***HELIX will*** review and address all comments received, and prepare the Final MND. ***HELIX has assumed that responding to comments would not require more than 24 hours of professional staff time. HELIX will*** prepare a draft of the Final IS/MND for District review, then incorporate any comments received into the Final IS/MND for Board consideration.

It is anticipated that some level of mitigation measures will be required for this project. As such, ***HELIX and Tetra Tech will*** prepare a Mitigation Monitoring and Reporting Program (MMRP) including all mitigation measures in tabular format for submittal to the District. The MMRP shall contain a compilation of all mitigation measures identified in the MND, and be consistent with the appropriate requirements of the Public Resources Code.

At the completion of the Final IS/MND and MMRP, ***HELIX and Tetra Tech will*** present the results to the District's Board of Directors in a workshop for the understanding and approval of the documents. Upon completion of the final document and approval by the District's Board of Directors, ***HELIX will*** prepare the Notice of Determination and file with the appropriate filing fees. The District will reimburse for any fees associated with filing the CEQA documents without any markups.

Deliverables: Submit the items identified below for each of the specified milestones.

The submittals shall follow the schedule prepared by ***HELIX***.

- Draft Final IS/MND Documents – Submit five (5) hard copies of the draft Final Initial Study, Negative Declaration, and Mitigation Measures to the District for review. Final IS/MND Documents – Submit twenty (20) hard copies and one (1) CD with all master files of the Final Initial Study, Negative Declaration, and Mitigation Measures for District Board of Directors approval.
- Mitigation Monitoring and Reporting Program (bound into Final MND)
- Required noticing documents

Task 4 – OPTIONAL SCOPE OF WORK – Final Design

Work shall consist of, but shall not be limited to, the following tasks:

4.1 Project Administration/Management

Tetra Tech shall include in the scope of work sufficient time and budget to administer the services provided. Administration shall include, but not be limited to, final design kick-off meeting, project design progress meetings after each submittal, coordination meetings with County, and preparation of meeting agendas and minutes for each meeting. Project administration shall also include preparation, maintenance, and bi-weekly distribution of the project schedule.

Deliverables: Agendas and minutes for up to six (6) meetings; biweekly schedule updates

4.2 Easement Acquisition Support

Tetra Tech will determine all new easement requirements for the project and assist the District in acquiring all new easements and adjustments to existing easements as required. ***Coast Surveying, Inc. (subconsultant) will*** prepare all legal descriptions and plats as required for submission to the property owners and Orange County Recorder. For the purposes of this RFP, ***Tetra Tech and Coast Surveying has assumed*** that up to three (3) new easements will be required.

Deliverables: Legal description and plat for each new easement

4.3 Surveying

Implement a systematic approach to accurately complete a design survey and prepare a base construction drawing. Provide a ground control survey for right-of-way, curbs and gutters, easements, surface and utilities (including appurtenances) above grade, below ground utilities, and other elements relevant to preparing comprehensive construction drawings for construction of the force main. Said approach may include, but is not limited to the following:

A. Research survey records and horizontal/vertical datum to be used
B. Perform control and topographic surveys
C. Analyze field and record survey data
D. Reference all survey data to datum and permanent survey monuments
E. Provide contours at an appropriate interval

Notes: District will provide its digital terrain model and aerial photography that is based on a flight in May 2014. The model can be used to generate contours and has an accuracy of plus or minus a foot. The model does not have planimetric data in it. This data may be obtained by survey of available aerial photography.

Digital Mapping, Inc. using imagery acquired for MNWD in May 2014, will prepare a digital topographic map at 1"=40' with one foot contour interval in AutoCAD format, included with point and break line DTM data as well as DTM in XLM format. In addition, Coast Surveying, Inc. will provide up to one day of survey crew field work as needed to support the final design (tree overhang or specific project areas).

Deliverables: Complete Base Construction Drawing, together with the proposed horizontal alignment of

proposed force main. This will be included with the 75% submittal (see also Task 4.6). The District will complete a cursory review of the Base Construction Drawing and horizontal alignment prior to Consultant to proceed with Tasks 4.4 and 4.5.

Note: "Full size" Drawings/Plans shall be 22" x 34" such that 11" x 17" prints are true half size. Also, construction drawings shall be tied to the State Plane Coordinate System.

4.4 Potholing

Tetra Tech will prepare a potholing plan for locating underground utilities that may conflict with the proposed pipeline alignment. The plan shall include a list and redlined drawings of recommended utilities to be potholed. The District will approve this list prior to commencing. Potholing shall be performed to verify the exact horizontal and vertical locations of all potential utility conflicts. Potholing depth shall be sufficient to determine the top and bottom of the potential utility conflicts. ***Potholing will be performed by either C-Below or Cardno based on their availability at the time of final design.***

For this proposal, ***Tetra Tech has assumed*** that approximately twenty-five (25) potholes will be required.

Potholing subconsultant will be responsible for obtaining encroachment permits from the City, County or other property owner as required, and preparing traffic control plans, as needed, for the potholing activities.

Pothole services include: permanent cold patch (not hot patch pavement repair); sand backfill (no slurry backfill); engineered traffic control plans; and no flagging for traffic control.

Deliverables: List and drawings of proposed pothole locations; pothole report

4.5 Geotechnical Exploration

Leighton Consulting, Inc. (subconsultant) will prepare a geotechnical exploration and testing plan for the proposed alignment. The plan shall include a list and redlined drawings of recommended geotechnical boring locations. The District will approve this list prior to commencing. The depth of the soil borings shall be adequate to characterize the soils to a depth of at least four feet below the proposed force main pipelines. Samples should be collected as needed to be adequate to define the soils' properties affecting the design and construction of the force main pipelines. ***Leighton will*** submit a geotechnical report to document findings and provide recommendations. The locations of all borings shall be plotted on a map and attached to the report, preferably using survey coordinates consistent with the project survey. Complete logs of all soil profiles shall be included in the report with all thicknesses (including pavement and base thicknesses where applicable), descriptions, classifications, and properties relevant to the design and construction of the force main pipelines. The geotechnical report shall also discuss the corrosion potential for ductile iron and steel pipe if used on the project and recommendations for corrosion protection. The report shall make recommendations relevant to the design, including but not limited to dewatering, shoring, backfill, compaction, and corrosion protection.

For this proposal, ***Leighton assumed*** that the minimum number of borings should be at 1,000-ft spacing along the alignment and at each creek crossing. ***Leighton is proposing two borings at each bore-and-jack locations. Leighton is proposing 13 borings: 8 borings for the bore-and-jack crossings to a depth of 20 feet below existing grade and 5 borings for the pipeline to a depth of approximately 10 feet. The borings will be backfilled with soil cuttings and patched with cold asphalt. The proposal does not include costs or other provisions for utility repairs or repair of lawn and landscaping. Recommend that all borings be located in dirt or pavement.***

Tetra Tech and Leighton will be responsible for obtaining encroachment permits from the City, County or other property owner as required, and preparing traffic control plans, as needed, for geotechnical activities.

Deliverables: List and drawings of proposed boring locations; geotechnical report

4.6 Preparation of Final Design and Contract Documents

Tetra Tech will prepare a complete set of Contract Documents (Construction Drawings and Specifications) for construction of the proposed facilities. ***Tetra Tech will*** prepare the Contract Documents using the District's

standard format, standard forms, standard agreement, standard bonds, complete General Provisions, pertinent Special Provisions, pertinent Technical Specifications, and pertinent Standard Drawings. The District will provide the latest versions of these documents prior to ***Tetra Tech*** commencing Task 4.6. In general, the construction drawings, bid sheets, special provisions, and technical specifications will require a high degree of specialization.

We anticipate the following drawings:

- ***Title Sheet with Vicinity and Location Maps***
- ***General Notes, Drawing Index, Agency Index***
- ***County of Orange Park Notes and Requirements***
- ***Legend and Abbreviations***
- ***Horizontal Control Plan***
- ***Force Main Plan and Profile (10 sheets)***
- ***Air Valve Gravity Sewer Plan and Profile (5 locations) (3 sheets)***
- ***Connection Plan and Details at Lift Station (including Valves) with Sequencing and Bypassing***
- ***Connection Plan and Details at RTP (including Valves) with Sequencing and Bypassing***
- ***Narco/Sulfur Creek Bore and Jack Site Plan and Site Restoration***
- ***Narco Creek Bore and Jack Site Plan and Site Restoration***
- ***Park Entrance and Channel Crossing Site Plan and Site Restoration***
- ***Sulfur Creek Bore and Jack Site Plan and Site Restoration***
- ***Tree Removal and Replacement Plan (north of Narco/Sulfur Creek)***
- ***Access Plans and Work Areas for each phase of the Work***
- ***Park Traffic and Walking Trail Detours***
- ***Plan, Section and Details of ETM to Existing Force Mains Connection at RTP***
- ***Plan and Profile of Extension of Existing Force Mains at Alicia Parkway***
- ***Connection Details and Special Construction due to Utility Conflicts at Alicia Parkway***
- ***Force Main, Dual Pipe, and Gravity Sewer Trench Details, Repaving Detail, Concrete Encasement Detail***
- ***Thrust Block Details, Parallel Pipe Details, Air Valve Assembly Details, Valve Details***
- ***Cathodic Protection Plans and Details (4 sheets)***
- ***Gravity Sewer Connection Details, Manhole Details***
- ***Repurposing Details and Miscellaneous Improvements to Existing Force Mains***
- ***Cross Sections at Various Locations (adjacent to the Dam, slope adjacent to La Paz Road, etc.)***
- ***Traffic Control Plans for Work in Alicia Parkway (3 sheets)***

Tetra Tech will be required to make the three (3) submittals described as follows:

<u>75% Submittal</u>

Plans for this submittal shall include detailed components of the pipeline alignment and profile design, including civil/site plans, sections, and details. All sections of the Contract Documents and Specifications shall be included along with a preliminary engineer's estimate of probable construction cost (Task 4.7).

100% Submittal

This submittal will include the complete Construction Plans, Construction Documents and Specifications, and a final engineer's estimate of probable construction cost (Task 4.7). The 100% submittal shall incorporate all District comments from the 75% Review (or an explanation of why the comment was dismissed). The 100% submittal shall be ready to bid in ***Tetra Tech's*** opinion.

Final Contract Documents

After the District completes a cursory review of the 100% submittal, ***Tetra Tech*** will be instructed to prepare Final Contract Documents. The Final Contract Documents shall incorporate all District comments from the 100% Review (or an explanation of why the comment was dismissed). The Final Contract Documents shall be stamped and signed construction plans (Mylar's) and unbound specifications for District's signatures.

After obtaining District signatures, ***Tetra Tech*** shall provide the District with fifteen (15) sets of bound full size construction plans and fifteen (15) sets of bound construction specifications with 11"x17" reduced construction drawings enclosed as an exhibit.

Deliverables:

- 75% Submittal – Five (5) full size sets of construction plans and Five (5) sets of bound construction specifications with 11"x17" reduced construction drawings enclosed as an exhibit. A fully searchable PDF copy will also be required. The preliminary construction cost estimate is to be provided with this submittal.
- 100% Submittal – Five (5) full size sets of construction plans and Five (5) sets of bound construction specifications with 11"x17" reduced construction drawings enclosed as an exhibit. A fully searchable PDF copy will also be required. The final construction cost estimate is to be provided with this submittal.
- Final Contract Documents – One (1) full size set of stamped and signed reproducible construction plans (Mylars) and unbound specifications for District signature. Thereafter, fifteen (15) sets of bound full size construction plans and fifteen (15) sets of bound construction specifications with 11"x17" reduced construction drawings enclosed as an exhibit. For the final submittal, specifications shall be provided with colored pages as follows: Bid Forms – White, General Provisions – Blue, Special Provisions – Pink, and Technical Specifications – Green. A fully searchable PDF copy will also be required.

Note: "Full size" Drawings/Plans shall be 22" x 34" such that 11" x 17" prints are true half size. Also, construction drawings shall be tied to the State Plane Coordinate System.

4.7 Construction Cost Estimate

Tetra Tech will provide to the District estimates of the probable construction cost for the complete project. Two (2) formats of the estimates shall be provided: (1) full detailed cost breakdown and (2) in the format of bid items prepared for the Construction Specifications. A construction cost estimate shall be provided with the 75% and 100% Submittals (i.e. preliminary construction cost estimate and final construction cost estimate). The final construction cost estimate shall be prepared in sufficient detail that a contingency is not required.

Deliverables: Preliminary and Final Construction Cost Estimates in both (1) fully detailed and (2) bid item formats

4.8 Permit Acquisition Support

Tetra Tech will determine all required permits and plan check requirements for the project. ***Tetra Tech will*** prepare all permit applications and plan check packages and submit to the proper authorities with the appropriate filing fees on the District's behalf. The District will reimburse for any applicable permit and plan check fees without any markup.

Deliverables: Copies of all correspondence; Permit applications

We have assumed the following permit submittals will be required: City of Laguna Niguel; Orange County Parks; OCFCD; SOCWA; US Army Corps of Engineers; California Department of Fish and Wildlife; Division of Safety of Dams; and Division of Drinking Water (DDW).

4.9 OPTIONAL – Anticipated Design Considerations Resulting from County Requirements

As a result of design development meetings with the County, Tetra Tech will incorporate additional design considerations into the Final Design. This task will only be exercised upon Authorization by the District.

4.10 OPTIONAL – Survey Monitoring of Existing Facilities

As a result of design development meetings with the City, Tetra Tech will develop and implement a survey monitoring program of existing facilities that may be impacted by the construction of the force mains. This task will only be exercised upon Authorization by the District.

Task 5 – OPTIONAL SCOPE OF WORK – Bid and Construction Phase Support

Work shall consist of, but shall not be limited to, the following tasks:

5.1 Project Administration/Management

Tetra Tech shall include in the scope of work sufficient time and budget to administer the services provided. Administration shall include, but not be limited to, responding to questions during the bid and construction phases, conducting pre-bid meeting and site visit, providing engineering support throughout the construction phase, and final record document preparation as outlined below. ***Tetra Tech has assumed that Bid Phase and Construction Support Phase will last 16 months (4 months for bidding and 12 months for construction).***

Deliverables: As needed

5.2 Bid Phase Support

During the bidding period, ***Tetra Tech will*** assist with providing information and clarification of the Contract Documents to prospective bidders as requested. ***Tetra Tech has assumed*** two (2) addenda will be required during the bid process. ***Tetra Tech will*** also conduct an onsite pre-bid meeting.

Deliverables: Two (2) Addenda if required; pre-bid meeting agenda and minutes

5.3 Construction Phase Services

During the construction of the proposed improvements, ***Tetra Tech will*** provide the following construction phase services:

A. Pre-Construction Meeting: Attend pre-construction meeting with the District and Contractor prior to beginning construction, and prepare agenda and minutes.

B. Contractor's RFI: Respond to approximately fifty (50) Requests for Information from the Contractor and the District. Consultant shall prepare and maintain a RFI log, and distribute on a bi-weekly basis during construction.

C. Shop Drawing Reviews: Review and acceptance of at least ***fifty (50)*** shop drawing submittals. ***It is Tetra Tech's opinion that 30 shop drawing submittals will not be enough. Tetra Tech has assumed that each submittal will require*** a second review. ***Tetra Tech will*** prepare and maintain a shop drawing log, and distribute on a bi-weekly basis during construction.

D. Site Visits: Twelve (12) visits of two hours as requested by District staff.

E. Record Drawings: At the conclusion of the construction, the District will provide ***Tetra Tech*** with a single, consolidated set of red-lined as–built drawings. ***Tetra Tech will*** prepare the final record drawings based on the same. Record drawings shall be prepared in AutoCad.

Deliverables:

- RFI responses
- RFI log, distributed on a bi-weekly basis
- Submittal Review Comments
- Submittal log, distributed on a bi-weekly basis
- Three (3) full size sets of draft record drawings. Upon the District's review and approval, one (1) full size set of mylars with original signatures. In addition, provide electronic files in both AutoCad (including all reference files; NAD-83, State Plane Zone 6, NAVD-88 of all sheets) and PDF formats.

Note: "Full size" Drawings/Plans shall be 22"x34" such that 11"x17" prints are true half size.

EXHIBIT B

LIST OF APPROVED SUBCONSULTANTS

Coast Surveying, Inc.
15031 Parkway Loop, Suite B
Tustin, CA 92780

Helix Environmental Planning, Inc.
16485 Laguna Canyon Road, Suite 200
Irvine, CA 92618

Leighton Consulting, Inc.
17781 Cowan
Irvine, CA 92614

RF Yeager Engineering
9562 Winter Gardens, Suite D-151
Lakeside, CA 92040

EXHIBIT C

FEE SCHEDULE

Fee Proposal
Moulton Niguel Water District
Regional Lift Station Force Main Replacement Project
Submitted by Tetra Tech

		Task Description	Sr. Project Manager	Project Manager	Project Engineer	Design Engineer	CADD	Word Processor	Total Hours	Fees		TOTALS
										Labor	Sub-Contractors Re-imbursables	
2		**Preliminary Design**										
2.1		Project Admin/Management (7 mths)	8	8	0	0	0	0	16	$4,120	$0	$4,120
		Meetings (8)	8	16	0	0	0	0	24	$5,800	$160	$5,960
2.2		Records Search and Review	0	0	2	6	0	0	8	$1,020	$0	$1,020
2.3		Utility Research	0	0	2	6	0	2	10	$1,240	$200	$1,440
2.4		Design Criteria	0	2	8	8	0	0	18	$2,660	$20	$2,680
		Agency Meetings (8)	8	16	8	0	0	0	32	$7,120	$240	$7,360
		Environmental Constraints (HELIX)	0	0	1	0	0	1	2	$275	$12,500	$12,775
2.5		Preliminary Design for Force Mains	0	2	4	8	0	0	14	$2,000	$0	$2,000
		Preliminary Plan and Profile (10 shts)	0	6	16	60	30	0	112	$15,150	$0	$15,150
		Key Issues Summaries	1	4	10	16	6	0	37	$5,505	$0	$5,505
		Creek Crossing Issues	1	2	8	16	4	0	31	$4,465	$0	$4,465
		Hydraulic Analysis/Lift Station Impacts	0	2	12	4	0	0	18	$2,860	$0	$2,860
		Pipeline Materials	1	4	8	4	0	0	17	$2,925	$0	$2,925
		Preliiminary Cathodic Protection	0	0	1	0	0	1	2	$275	$17,000	$17,275
		Park Impacts	0	2	4	8	2	0	16	$2,290	$0	$2,290
2.6		Maintaining Sewer Service	0	0	6	0	2	0	8	$1,280	$0	$1,280
2.7		Preliminary Design Pipe Repurposing	1	8	20	12	6	0	47	$7,535	$0	$7,535
2.8		Plan Review by Regulatory Agencies	0	4	16	32	0	2	54	$7,380	$1,000	$8,380
2.9		Preliminary Cost Estimate & Schedule	0	4	6	6	0	0	16	$2,520	$0	$2,520
2.10		Preliminary Design Report - Draft	4	16	20	8	6	4	58	$10,110	$130	$10,240
		Preliminary Design Report - Final	2	4	8	6	4	2	26	$4,260	$130	$4,390
		QA/QC of Preliminary Design	6	0	0	0	0	0	6	$1,830	$0	$1,830
2.11		Optional - County Requirements	Only to be used if Authorized						0	$20,000	$0	$20,000
		Subtotal	**40**	**100**	**160**	**200**	**60**	**12**	**572**	**$112,620**	**$31,380**	**$144,000**
3		**Optional - CEQA Documentation**										
3.1		Project Admin/Management	8	4	0	0	0	0	12	$3,280	$7,400	$10,680
3.2		Biological/Tribal Constraints	0	0	0	0	0	0	0	$0	$16,400	$16,400
3.3		Draft IS / MND Preparation	0	2	16	0	0	0	18	$3,060	$30,300	$33,360
3.4		Final IS / MND Preparation	0	2	8	0	0	0	10	$1,740	$10,820	$12,560
		Subtotal	**8**	**8**	**24**	**0**	**0**	**0**	**40**	**$8,080**	**$64,920**	**$73,000**
4		**Optional - Final Design**										
4.1		Project Admin/Management (12 mths)	12	12	0	0	0	0	24	$6,180	$0	$6,180
		Meetings (6)	6	12	0	0	0	0	18	$4,350	$120	$4,470
4.2		Easement Acquisition Support	0	2	6	6	6	1	21	$3,080	$22,700	$25,780
4.3		Surveying	0	0	1	0	0	1	2	$275	$9,900	$10,175
4.4		Potholing	0	0	2	6	0	1	9	$1,130	$27,400	$28,530
4.5		Geotechnical Exploration	0	0	1	0	0	1	2	$275	$32,800	$33,075
4.6		Preparation of Final Design P&S										
		General Sheets (5 sheets)	0	4	6	20	10	0	40	$5,580	$0	$5,580
		Force Main Plan and Profile (10 shts)	0	10	40	40	100	0	190	$27,800	$0	$27,800
		Gravity Sewer Plan and Profile (3 shts)	0	4	8	12	30	0	54	$7,890	$0	$7,890
		Connection Plan and Details (2 shts)	0	8	8	20	16	0	52	$7,620	$40	$7,660
		Bore and Jack Site Plans (4 shts)	0	6	16	40	32	0	94	$13,140	$40	$13,180
		Tree/Access/Detours (3 shts)	0	4	12	24	24	0	64	$9,060	$40	$9,100
		Exist Force Main Repurposing (4 shts)	2	8	16	30	40	0	96	$14,180	$40	$14,220
		FM Repurpose Traffic Control (3 shts)	0	2	16	18	24	0	60	$8,610	$0	$8,610
		Details (4 sheets)	0	8	16	24	32	0	80	$11,720	$0	$11,720
		Cathodic Protection (4 sheets)	0	0	2	4	8	0	14	$1,950	$17,100	$19,050
		Specifications	6	18	16	0	0	6	46	$8,910	$0	$8,910
		75%/100%/Final Submittals	0	0	6	12	0	2	20	$2,590	$2,720	$5,310
		Final Design QA/QC	52	0	0	0	0	0	52	$15,860	$0	$15,860
4.7		Construction Cost Estimate	2	4	8	4	0	0	18	$3,230	$0	$3,230
4.8		Permit Acquisition Support	0	8	40	60	18	8	134	$18,670	$5,000	$23,670
4.9		Optional - County Requirements	Only to be used if Authorized						0	$50,000	$0	$50,000
4.10		Optional - Survey Monitoring	Only to be used if Authorized						0	$15,000	$0	$15,000
		Subtotal	**80**	**110**	**220**	**320**	**340**	**20**	**1090**	**$237,100**	**$117,900**	**$355,000**
5		**Optional - Bid and Construction Suppot**										
5.1		Project Admin/Management (16 mths)	8	16	0	0	0	0	24	$5,800	$0	$5,800
5.2		Bid Phase Support	4	8	8	4	4	2	30	$5,480	$20	$5,500
5.3		Construction Phase Services										
		Pre-Construction Meetings	2	4	0	0	0	0	6	$1,450	$50	$1,500
		Contractor's RFI (50)	4	30	80	0	0	0	114	$20,720	$0	$20,720
		Shop Drawing Review (50)	8	40	100	60	0	12	220	$35,560	$140	$35,700
		Site Visits (12)	0	24	0	0	0	0	24	$5,040	$240	$5,280
		Record Drawings	0	0	4	16	24	2	46	$6,200	$2,300	$8,500
		Subtotal	**26**	**122**	**192**	**80**	**28**	**16**	**464**	**$80,250**	**$2,750**	**$83,000**
		Total	**154**	**340**	**596**	**600**	**428**	**48**	**2166**	**$438,050**	**$216,950**	**$655,000**

AMENDMENT NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND TETRA TECH, INC. MNWD PROJECT: REGIONAL LIFT STATION FORCE MAIN REPLACEMENT CONTRACT NO. 2013.004

This Amendment No. 1 (this "Amendment") is entered into and effective as of _____ _____, 2018, amending the Agreement for Engineering Services, dated July 1, 2017 (the "Agreement") by and between the Moulton Niguel Water District, a California Water District ("MNWD" or "District"), and Tetra Tech, Inc. ("Consultant") (collectively, the "Parties"). Where applicable, the term "Agreement" as used in this Amendment includes the Agreement together with this Amendment. All capitalized terms not defined herein shall have the meanings set forth in the Agreement.

RECITALS

A. WHEREAS, the Agreement provides that the design work described in the Scope of Work would be completed no later than May 11, 2019 ("Completion Date"); and

B. WHEREAS, the authorized Not-to-Exceed fee for providing the services set forth in the Agreement is $655,000; and

C. WHEREAS, the Parties desire to supplement the Agreement's Scope of Services to be performed by Consultant under the Agreement, and increase the not-to-exceed total Agreement amount by $179,000; and

D. WHEREAS, the Parties desire to extend the Completion Date to December 31, 2022; and

E. WHEREAS, the Parties have negotiated and agreed to a supplemental scope of work and related fee schedule, which is attached hereto and incorporated herein by this reference as **Exhibit A** to this Amendment.

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

1. The Agreement is hereby revised to include the Services described in the supplemental scope of work, attached hereto as **Exhibit A** to this Amendment.

2. MNWD will pay Consultant on a time and materials basis for Services performed pursuant to this Amendment per the fee detail listed in **Exhibit A**. Total payments under this Amendment, including all fees, costs and expenses, shall not exceed **One Hundred Seventy-Nine Thousand Dollars ($179,000.00)**.

4. The Parties agree that the total Agreement amount, including this Amendment, shall not exceed **Eight Hundred Thirty-Four Thousand Dollars ($834,000)**.

5. All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, will include coverage for this Amendment.

6. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

7. The individuals executing this Amendment and the instruments referenced in it on

behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

TETRA TECH, INC.	MOULTON NIGUEL WATER DISTRICT, a California Water District
By:	By: Joone Lopez
_____ (Sign here)	_____ General Manager
_____ Name	
_____ Title	

EXHIBIT A

SCOPE OF SERVICES AND FEE SCHEDULE

TETRA TECH

March 6, 2018

Mr. David Larsen, Principal Engineer
Moulton Niguel Water District
26161 Gordon Road
Laguna Hills, Ca 92653

Reference: **Regional Lift Station Force Main Replacement (Project No. 2013.004)**
Request for Authorization of Additional CEQA Documentation Scope of Work

Dear Mr. Larsen:

Tetra Tech has been working on the Regional Lift Station Force Main Replacement Preliminary Design since August 2017. Tetra Tech submitted the Draft Preliminary Design Report on February 20th, 2018. The District has previously authorized: Task 2 Preliminary Design (not-to-exceed budget of $124,000); Task 3 CEQA Documentation (not-to-exceed budget of $73,000); and Task 4 Final Design (not-to-exceed budget of $290,000). The total authorized budget is $487,000. The District has not authorized the following tasks: Task Item 2.11, Optional County Requirements (budget of $20,000); Task Item 4.9, Optional County Requirements (budget of $50,000); and Task Item 4.10, Optional Survey Monitoring (budget of $15,000).

HELIX Environmental Planning, Inc. (HELIX) has previously completed the preliminary environmental constraints work related to biological and cultural resources. The results and implications from the preliminary constraints work was discussed in February 2018 with the District. Based on the results of the preliminary environmental constraints work and discussions with the District, additional environmental documentation and potential permitting are anticipated during the design phase of the project. The following summarizes the additional scope of work and the corresponding additional budget being requested by HELIX.

Additional Scope of Work

Task No. 1: ***Additional Preliminary Constraints Work***

HELIX researched permitting options due to the sensitive areas related to biology and cultural resources. The research was focusing on determining if there was a mechanism in the Orange County Central and Coastal NCCP/HCP to extend take to non-signatory jurisdictions. Based on discussions with California Department of Fish and Wildlife there is no available mechanism to extend coverage to non-signatory jurisdictions. NCCP is mostly for the take of gnatcatcher habitat and not for Least Bell's Vireo (LBV) habitat. Based on this additional research, the recommended option is to use Section 404 permit from the U.S. Army Corps of Engineers (USACE) for temporary impacts to waters of the U.S. as a "federal nexux" to a Federal Endangered Species Act (FESA) Section 7 consultation, if needed. Ideally, this would include several small and temporary disturbance areas scattered along the project to ensure the Corps has to address LBV habitat impacts across the entire project.

Task No. 2: ***Protocol Focused Surveys***

HELIX will conduct protocol focused surveys for sensitive species that have a potential to occur on the project site. This will include a survey grade delineation, rare plant and various species surveys.

Tetra Tech, Inc.
17885 Von Karman Avenue, Suite 500, Irvine, CA 92614-6213
Tel 949.809.5000 Fax 949.809.5010 www.tetratech.com

The results of these surveys will provide valuable information on the location of sensitive resources, which will be taken into consideration during the CEQA Documentation and Final Design of the project. The focus surveys are outlined in detail below:

a. *Rare Plant Surveys*: HELIX will survey native habitats occurring on the project site for rare plants. Rare plants observed will be noted and mapped. HELIX will conduct rate plant surveys in spring (May) and summer (August) 2018 during the appropriate blooming periods to determine the presence/absence of the rare plant species on the project site. At the completion of the surveys, the results will be integrated into the Biological Technical Report.

b. *Burrowing Owl Habitat Assessment*: HELIX will conduct a habitat assessment to determine potential for burrows suitable to support burrowing owl within approximately 10 acres located on the project site. The habitat assessment will be conducted in accordance with Appendix C of the California Department of Fish and Wildlife (CDFW) Staff Report on Burrowing Owl Mitigation issued March 7, 2012. The habitat assessment will determine if protocol surveys for burrowing owl are needed and will focus the surveys on targeted areas with suitable mammal burrows. If suitable habitat is present, protocol survey will be required. If suitable habitat is absent, the results will be documented in a brief letter report and an electronic copy will be submitted to the District.

c. *Burrowing Owl Surveys:* If suitable burrows are determined to occur, HELIX will conduct surveys for the presence/absence of burrowing owl. The surveys will be conducted in accordance with CDFW Staff Report on Burrowing Owl Mitigation issued March 7, 2012, which recommends four surveys during the nesting season with specific timing of the surveys. The first survey will occur between February 15 and April 15; the remaining three visits will be conducted at least three weeks apart, and will occur between April 15 and July 15, with at least one occurring after June 15. The surveys will be conducted within all suitable habitat on the project site, which totals approximately 10 acres. An electronic copy of the report summarizing the survey results will be submitted to the District. If burrowing owls are observed during the focused surveys, a hard copy of the report would also be submitted to CDFW.

d. *Coastal California Gnatcatcher Surveys:* Although the project site is located within the Orange County Natural Community Conservation Plan and Habitat Conservation Plan (NCCP/HCP), the City of Laguna Niguel and MNWD are not participating entities of the NCCP/HCP. Therefore, the U.S. Fish and Wildlife Service (USFWS) requires six protocol-level surveys for the federally listed threatened coastal California gnatcatcher be completed between March 15 and June 30 at least seven days apart. The surveys will be conducted within all suitable habitat on the project site, which totals approximately 9 acres. HELIX is required under its 10(a)(1)(A) recovery permit (TE778195) to notify the USFWS 15 days in advance of starting the first survey and submit a written report to the USFWS within 45 days of completing the final survey. An electronic copy of the report will be provided to the District.

e. *Least Bell's Vireo Surveys:* HELIX will conduct surveys for the federally and state listed endangered species least Bell's vireo within suitable habitat on the project site. The surveys will follow most current USFWS protocol that requires eight surveys at least 10 days apart between April 10 and July 31. As required under the USFWS protocol for conducting vireo surveys, HELIX will submit a written report to the USFWS after completing the final survey. An electronic copy of the report will be provided to the District. The cost for these surveys takes

into consideration that five of the eight surveys will be conducted on the same dates as the southwestern willow flycatcher surveys.

f. *Southwestern Willow Flycatcher Surveys:* HELIX will conduct surveys for the federally and state listed endangered species southwestern willow flycatcher within the appropriate habitat on the study area. The surveys will follow the most current USFWS protocol that requires five surveys be conducted between May 15 and July 17. According to this protocol, the first survey is to be conducted between May 15 and May 31, the second between June 1 and June 24, and the third through fifth surveys between June 25 and July 17, with a minimum of five days separating each survey. As required under HELIX's 10(a)(1)(A) recovery permit (TE778195) with the USFWS, a report will be submitted to the USFWS. An electronic copy of the report will be provided to the District. HELIX is required by its recovery permit to provide the USFWS with a 15-day notice prior to beginning surveys.

g. *Survey Grade Limits of Jurisdictional Resources:* HELIX will assist a qualified surveyor to collect survey grade limits of jurisdictional resources delineated on the project site. The survey grade limits will be used in the design phase of the project to avoid sensitive resources to the greatest extent feasible and to precisely calculate project impacts to jurisdictional resources.

Task No. 3: ***Initial Coordination with Regulatory Agencies***

HELIX will perform the preliminary regulatory permitting approach and coordination with applicable regulatory agencies. Based on the results of the preliminary environmental constraints work, HELIX anticipates that compliance with the Endangered Species Act (ESA) will need to be demonstrated due to the potential for state and federal listed species to occur within or near the proposed alignment. For this proposal, HELIX has assumed 20 hours of project administration and management during the focused surveys and initial coordination with regulatory agencies and a total of 24 hours over a six-month period to confer with District staff and interface with applicable regulatory agencies (which could include the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), CDFW, and USFWS.

Task No. 4: ***Biological Technical Report Additional Work***

Based on the results of the preliminary biological resources constraints focused plant and animal surveys are necessary (as described in above Task No. 2). HELIX will need to perform additional work on the biological technical report to summarize the results of these focused surveys.

Task No. 5: ***Cultural Resources Technical Report Additional Work***

Based on the preliminary work, HELIX will need to perform additional work to review previous reports addressing the cultural resources within and adjacent to the project alignment.

Task No. 6: ***Draft IS/MND Additional Work***

Based on the preliminary findings, HELIX will need to perform additional work to prepare the Draft IS/MND for the project to include the focused surveys and the other issues that were not known at time of original proposal.

Task No. 7: ***Final IS/MND Additional Work***

Based on the preliminary findings, HELIX will need to perform additional work to prepare the Final IS/MND. This additional work includes: additional staff time to respond to comments (60 hours instead of 24 hours); and additional CDFW filing fee which increases each calendar year.

Task No. 8: ***Permit Acquisition***

HELIX will provide permit acquisition, including coordination with the District, and securing final permits from applicable regulatory agencies (i.e., USACE, RWQCB, CDFW, and/or USFWS) and to coordinate with the State Historic Preservation Office (SPHO) in compliance with Section 106. This task includes the following:

a. *Biological Assessment:* HELIX will prepare a Biological Assessment (BA) to facilitate formal ESA Section 7 Consultation between the USACE and USFWS as part of the Clean Water Act Section (CWA) 404 permitting for the project. The BA will serve as the primary document referenced by USFWS in issuing their Biological Opinion and determining whether the project is likely to adversely affect coastal California gnatcatcher, least Bell's vireo, or southwestern willow flycatcher. The assessment will rely on the best scientific and commercial data available to HELIX at the time of preparation, much of which is expected to be obtained from the project's Biological Technical Report. The final mitigation requirements for impacts to listed species will be determined during ESA Section 7 Consultation.

   HELIX will submit an electronic copy of the draft BA to the District for review. HELIX will revise the draft BA based on one set of minor comments and will submit an electronic copy and one hard copy of the final BA to the District. The final BA will then be submitted to the USACE as part of the CWA Section 404 permit and request to the USFWS to initiate formal Section 7 Consultation.

   HELIX will provide technical support and represent the District during the ESA Section 7 Consultation process until the USFWS issues its Biological Opinion for the project. Specific tasks will include responding to agency requests for additional information, preparing brief memorandums, participating in phone and e-mail correspondence with agency staff, monitoring consultation progress, attendance at up to two meetings by the Principal Regulatory Specialist and up to four meetings at the District, USFWS offices, and/or project site for a senior scientist.

b. *Preparation of Regulatory Permit Application Materials:* HELIX will prepare the following permit application materials for the proposed project:

   - *Agency Pre-Application Meeting:* HELIX will assist the District in coordinating and attending a pre-application meeting with USACE, Regional Water Quality Control Board (RWQCB), and/or CDFW to discuss the project, present the jurisdictional delineation, and establish the course for project permitting. HELIX has assumed preparation and up to two meetings with the District and agencies.

   - *Preliminary Jurisdictional Determination (PJD) Form and Aquatic Resource Delineation Memorandum:* HELIX will prepare a standard PJD form that will serve as a summary of USACE jurisdiction within the site. HELIX will complete the two-page form and prepare an Aquatic Resource Delineation Memorandum, which will support the application package for a Section 404 permit. The memorandum will be prepared

in accordance with requirements outlined in USACE's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports dated March 16, 2017. Applicable figures depicting potential USACE jurisdiction and proposed impacts will be appended to the PJD form and memorandum.

- *CWA Section 404 Permit and Section 7 Consultation:* Based on the information available to HELIX, it is assumed that the project will qualify for the preparation and submittal of a Nationwide Permit package to the USACE. HELIX will prepare the following draft materials as part of the Section 404 permit: cover letter, Pre-Construction Notification, and additional pages. HELIX will provide documentation addressing ESA compliance through a Biological Technical Report, National Historic Preservation Act Section 106 compliance, CEQA documentation, and a complete description of the project. In addition, HELIX will request that the USACE initiate a formal Section 7 Consultation with USFWS for project impacts to federally listed species (i.e., coastal California gnatcatcher, least Bell's vireo, southwestern willow flycatcher). The final mitigation requirements for impacts to listed species will be determined during consultation.

- *CWA Section 401 Request for Water Quality Certification:* Based on information available to HELIX, it is assumed that the project will require the preparation and submittal of a 401 Water Quality Certification application to the RWQCB for impacts to waters of the State. No isolated waters of the State subject to Waste Discharge Requirements pursuant to the State Porter-Cologne Water Quality Control Act are expected to occur at the project site or be impacted by the project activities. Issuance of a 401 certification by the RWQCB or demonstration that the RWQCB did not take action on the certification request is a material part of fulfilling the conditions of the CWA Section 404 Nationwide Permit. HELIX will prepare the following draft materials as part of the 401 certification request: cover letter; Request for Water Quality Certification application form; and jurisdictional delineation and PJD form. Tetra Tech will provide HELIX with Water Quality Management Plan (WQMP), Hydrology and Hydraulics Study (if applicable), Storm Water Pollution Prevention Plan (if available), and detailed description and plans for Best Management Practices, which will also be included in the 401 certification request. A standard application fee is also required by the RWQCB. District will provide the check for the required fee for submittal to the RWQCB.

- *California Fish and Game Code Section 1602 Notification of Lake or Streambed Alteration:* Based on information available to HELIX, it is assumed that the project will require the preparation and submittal of a standard 5-year Section 1602 Streambed Alteration Agreement request to CDFW for temporary and permanent impacts to jurisdictional streambed and/or riparian habitat. HELIX will prepare the following draft materials as part of the 1602 agreement request: cover letter; Notification of Lake or Streambed Alteration application form; jurisdictional delineation; and state based on information available to HELIX. HELIX will provide the biological resources documentation for California Endangered Species Act (CESA) compliance (Biological Technical Report) and CEQA documentation, which will be required by CDFW before the 1602 agreement can be issued. A standard application fee is also required by CDFW. We have assumed that the District will provide a check for the required fee for submittal to CDFW.

- *2080.1 Consistency Determination/Incidental Take Permit:* HELIX will support the preparation and processing of a Section 2080.1 Incidental Take Permit (ITP), which is required since the least Bell's vireo and southwestern willow flycatcher are also a state endangered species. Under the 2080.1 ITP, CDFW agrees that the conditions of the Section 7 Consultation completed by the USFWS meet the requirements of CESA. If CDFW does not agree that the Section 7 Consultation addresses CESA, a stand-alone Section 2080.1 ITP would be required, and consulting services related to this more onerous permit would require additional contract authorization.

HELIX will submit an electronic copy of the draft permit application materials to the District for review. HELIX will revise the draft permit application materials based on one set of comments provided by the District. HELIX will finalize the permit application materials and submit electronic and hard copies of the final permit application materials to the appropriate regulatory agencies. An electronic and one hard copy binder of permit application materials are included in this task.

c. *Coordination of Regulatory Permit Processing:* Once permit applications are submitted to the appropriate regulatory agencies, HELIX will provide support to the District during agency processing of permit application materials. HELIX will serve as the primary point of contact for the regulatory agencies and will lead coordination efforts on behalf of the District. Specific support tasks expected to be provided by HELIX include performing outreach to the agencies via phone and e-mail correspondence; coordinating with the District regarding additional information needs during permit processing; and preparing additional information in response to agency comments.

Additional Assumptions:

Assumptions for the above scope of work include the following:

- Once preparation of the first administrative versions of technical reports and/or the Draft IS/MND have begun, no drastic changes to the Project will occur, which would result in revisions to the Project Description, report graphics, technical studies or re-analysis of environmental issues. Drastic changes would be adding additional facilities to the project that will increase the level of impact to the sensitive issues of the project. Based on understanding of the project to date, Tetra Tech does not anticipate any drastic changes to the project.
- For cost estimating purposes, it is assumed that once initiated, HELIX's work will not be put on hold by the District. Stopping and starting work could result in inefficiencies and extra costs.
- It is assumed that only District staff will review and comment on screen check documents. Tetra Tech will include its comments within one set of combined comments to HELIX.
- Tetra Tech will perform the survey limits of the jurisdictional resources delineation.
- Tetra Tech will prepare the required WQMP and SWPPP to be included within the CWA Section 401 Request for Water Quality Certification.
- The above scope of work and corresponding budget does not include actual physical testing of cultural resources that could be found during the field work.

- The above scope of work and corresponding budget and does not include the cultural field monitoring during construction of the project. This can not be reasonably estimated until the design and construction schedule is determined in more detail.
- The above scope of work and corresponding budget does not include the preparation of a DPR Section 106 form. At this time, it is not anticipated that this form will be required.
- The above scope of work and budget for the permit acquisition task are on the conservative side and are based on "reasonable permit requirements and requests" from the permitting agencies. However, they do not include biological mitigation costs or negotiations.

Schedule

HELIX understands that the District would like to complete the design of this project by the end of 2018, which is possible but also subject to the specific regulatory permits required, which will be identified at the completion of Task 2 above, anticipated around August 2018. Based on information to date, it is assumed that the permit acquisition will take between 9 to 12 months, with the worst case being 18 months. It is in the District's best interest to have the permit requirements included within the bid documents to minimize the potential of change orders during construction. Assuming the worst case scenario, the estimate of the overall duration, including construction of the project, is: 18 months from August 2018 for permit acquisition; two months to finalize bidding documents after permit acquisition; four months bidding duration to award; two months from award to NTP; and 24 months for construction. Therefore, we recommend our agreement with the District be extended to December 2022.

Requested Additional Budget

Tetra Tech and HELIX will perform the described scope of services on a time and material basis with the following not-to-exceed budget. A breakdown of the cost associated with each task is provided below:

Task No.	*Task Description*	*HELIX Cost*	*Tetra Tech's Mark-up*	*Tetra Tech's Support*	*Total Budget*
1	Additional Preliminary Constraints Work	$ 5,000	$ 750	$ 0	$ 5,750
2	Protocol Focused Surveys	$ 33,570	$ 5,036	$ 3,794	$ 42,400
3	Initial Coordination with Regulatory Agencies	$ 9,460	$ 1,419	$ 2,121	$ 13,000
4	Biological Technical Report Additional Work	$ 3,890	$ 584	$ 26	$ 4,500
5	Cultural Resources Technical Report Additional Work	$ 2,690	$ 404	$ 6	$ 3,100
6	Draft IS/MND Additional Work	$ 3,300	$ 495	$ 5	$ 3,800
7	Final IS/MND Additional Work	$ 2,420	$ 363	$ 17	$ 2,800
8	Permit Acquisition Support	$ 62,280	$ 9,342	$ 32,028	$103,650
Total Not-to-Exceed Budget Amount		**$ 122,610**	**$ 18,393**	**$ 37,997**	**$179,000**

Attached is a spreadsheet summarizing the anticipated level of effort for these additional tasks.

By approving the above requested additional work of **$179,000**, Tetra Tech's authorized budget amount will be increased from $487,000 to **$666,000.**

Please provide us with written authorization for these additional tasks if desired by the District. If you have any questions or require additional information, please do not hesitate to give me a call.

Sincerely,

Tom Epperson, P.E.
Project Manager

TLE/te
P:\200-09366-17002\ProjMgmt\Correspondence\Requesting Final Design Authorization Revised

SUMMARY OF LEVEL OF EFFORT
ADDITIONAL CEQA DOCUMENTATION

		HELIX COSTS									Tetra Tech's Costs								
		Principal	*PM*	*Arch/ Cult/Sci*	*Environ/ Biologist*	*Tech Editor*	*GIS*	*Expenses*	*HELIX Total*	*TT's Mark-up*	*Sr PM*	*PM*	*PE*	*DE*	*CADD*	*WP*	*Expenses*	*TT Total*	*Total Budget*
Task	*Task Description*	$215	$140	$145	$100	$85	$140				$305	$210	$165	$130	$118	$95			
1	Preliminary Constraints	12	4	6	0	0	6	$150	*$5,000*	*$750*	0	0	0	0	0	0	$0	*$0*	$5,750
2	Focused Surveys	4	72	0	161	16	20	$2,370	*$33,570*	*$5,036*	0	4	0	4	0	0	$34	*$1,394*	$40,000
	Survey of Limits	0	0	0	0	0	0	$0	*$0*	*$0*	0	0	8	8	0	0	$40	*$2,400*	$2,400
3	Coordination with RA	44	0	0	0	0	0	$0	*$9,460*	*$1,419*	4	4	0	0	0	0	$61	*$2,121*	$13,000
4	Biological Report	0	8	0	24	4	0	$30	*$3,890*	*$584*	0	0	0	0	0	0	$26	*$26*	$4,500
5	Cultural Report	0	0	16	0	0	0	$370	*$2,690*	*$404*	0	0	0	0	0	0	$6	*$6*	$3,100
6	Draft IS/MND	8	0	6	0	0	0	$710	*$3,300*	*$495*	0	0	0	0	0	0	$5	*$5*	$3,800
7	Final IS/MND	0	0	1	20	0	0	$275	*$2,420*	*$363*	0	0	0	0	0	0	$17	*$17*	$2,800
8	Permit Acquisition	180	30	90	0	20	24	$1,270	*$62,280*	*$9,342*	8	16	0	0	8	2	$44	*$6,978*	$78,600
	Meetings	0	0	0	0	0	0	$0	*$0*	*$0*	8	12	0	0	0	0	$90	*$5,050*	$5,050
	WQMP	0	0	0	0	0	0	$0	*$0*	*$0*	1	8	16	16	4	2	$133	*$7,500*	$7,500
	SWPPP	0	0	0	0	0	0	$0	*$0*	*$0*	1	6	24	40	12	2	$169	*$12,500*	$12,500
	TOTALS	**248**	**114**	**119**	**205**	**40**	**50**	**$5,175**	**$122,610**	**$18,392**	**22**	**50**	**48**	**68**	**24**	**6**	**$626**	**$37,998**	**$179,000**

moulton niguel water district

STAFF REPORT

TO: **Board of Directors** **MEETING DATE: March 12, 2018**

FROM: **Rod Woods, Director of Engineering**
Mark Mountford, Principal Engineer

SUBJECT: **Caltrans I-5 Widening – Property Acquisition from District**

SUMMARY:

Issue: Caltrans is acquiring land from the District in support of the Interstate 5 Highway Widening Project

Recommendation: It is recommended that the Board of Directors authorize the Board President to execute the Right-of-Way Contract and Grant Deed with Caltrans.

Fiscal Impact: The District will receive compensation in the amount of $40,000.

Reviewed by Legal: Yes

BACKGROUND:

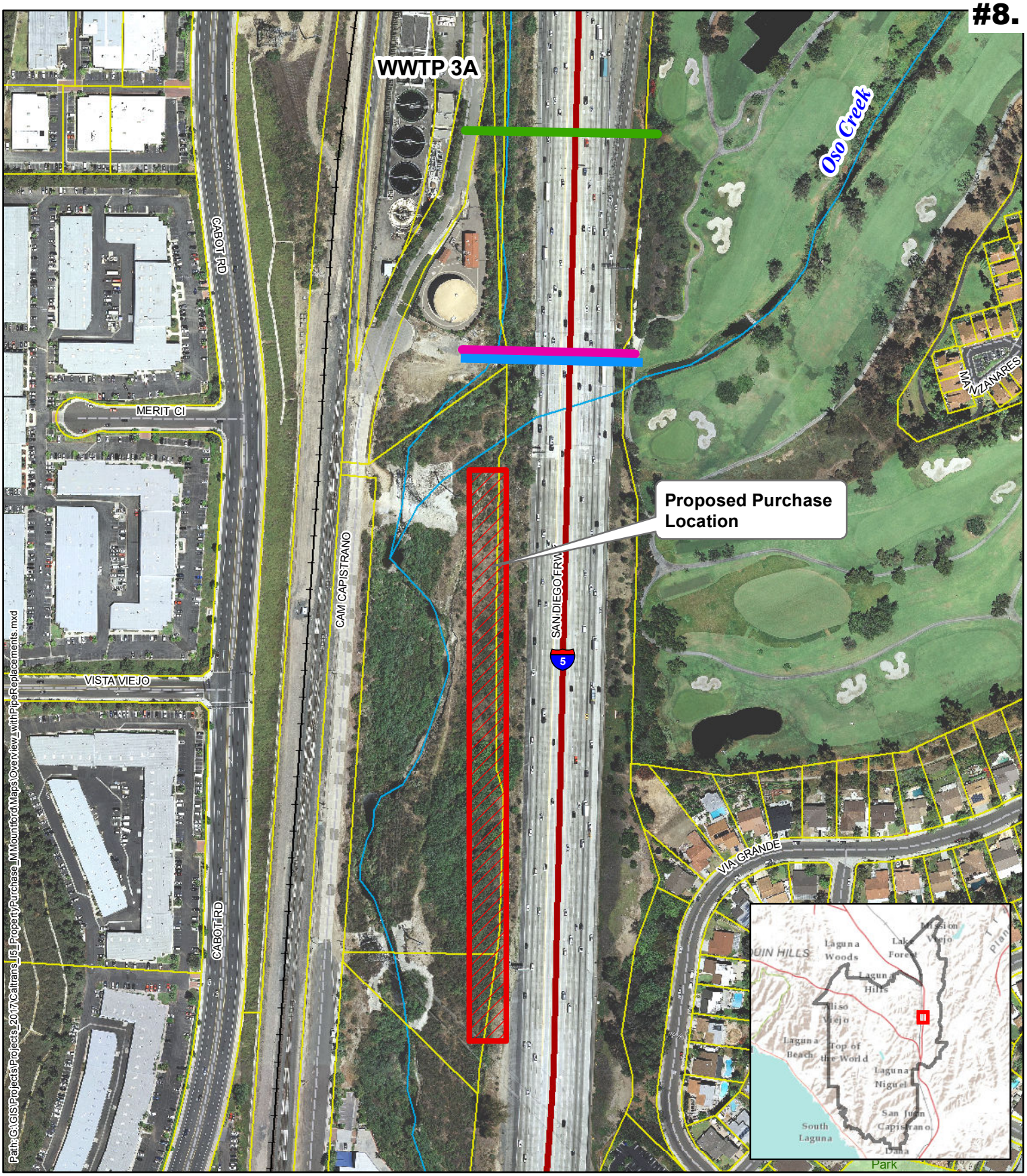
Caltrans is performing a widening project of the Interstate 5 Freeway, and is pursuing the acquisition of land from the District. This land being acquired is immediately adjacent to the freeway right-of-way, generally south of Treatment Plant 3A.

District staff has negotiated with Caltrans on fair value compensation for the property, and both parties have arrived at compensation of $40,000.

District staff and legal counsel have reviewed the Right-of-Way Contract and Grant Deed, and both documents have been finalized for approval by the District.

Attachments:

1. Location Map
2. Right-of-Way Contract
3. Grant Deed



Potable Replacement
Recycled Replacement
Wastewater Replacement
Parcels

N

moulton niguel water district

0 200 400 600 800 Feet

Scale = 1:3,500

CalTrans I-5 Widening Property Purchase & MNWD Pipeline Replacements

STATE OF CALIFORNIA-DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY CONTRACT-STATE HIGHWAY
RW 8-4 (Rev. 6/95)

_____, California

_____, 2018

DISTRICT	COUNTY	ROUTE	POST MILE	R/W E.A
12	ORA	5	14.6	0K0229 1214000097

Moulton Niguel Water District

Grantor

Document No. 202019-1 in the form of a GRANT DEED, and this Document No. 202019-2 in the form of a TEMPORARY CONSTRUCTION EASEMENT (TCE) covering the property particularly described in Clause 3 below, has been executed and delivered to Alma Villanueva, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

   (B) Grantee requires said property described in Document Nos. 202019-1 & 202019-2 for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.

   (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

2. The State shall:

   (A) Pay the undersigned Grantor the sum of **$ 40,000.00** for the property or interest conveyed by above documents when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:

      a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

      b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.

      c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

      d. The effect of a map purporting to show the land and other property, filed in Book 8, Pages 34, 35, 42 and 43, in Book 9, Pages 15 through 18 and 20, in Book 93, Pages 7 through 13 of Record of Surveys

      e. Abutter's rights of ingress and egress to or from the freeway have been relinquished in the document recorded March 26, 1959 in Book 4645, Page 241 of Official Records.

f. Abutter's rights of ingress and egress to or from state freeway have been relinquished in the document recorded November 9, 1967 in Book 8431, Page 388 of Official Records.

g. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded November 9, 1967 in Book 8431, Page 388 of Official Records.

h. Abutter's rights of ingress and egress to or from the freeway have been relinquished in the document recorded April 15, 1970 in Book 9264, Page 904 of Official Records.

i. Abutter's rights of ingress and egress to or from the freeway have been relinquished in the document recorded May 27, 1976 in Book 11751, Page 1671 of Official Records.

j. The fact that the land lies within the boundaries of the Mission Viejo Community Development Project Area, as disclosed by the document recorded July 20, 1995 as Instrument No. 95-308284 of Official Records.

k. The right of way for ditches and/or pipe lines and the rights in and to the waters of San Juan Creek as recites in Notice recorded February 19, 1883 in Book 5, Page 103 of Miscellaneous Records of Los Angeles County, California.

l. Water rights, claims or title to water, whether or not shown by the public records.

3. Permission is hereby granted to State or its authorized agent to enter upon grantor's land where necessary within that certain area shown outlined in BLUE on the map marked Exhibit "1" attached hereto and made a part hereof, for the purpose of allowing permanent access for the acquiring agency to conduct periodic maintenance of a proposed retaining wall and to allow for equipment and personnel to have access to the property during construction of the proposed project.

4. This Temporary Construction Easement shall terminate upon completion of the project known as: State Route 5 Widening from East of Alicia Parkway to South of Oso Parkway in Orange County (Segment 2).

5. The acquisition price of the property being acquired in this transaction reflects the fair-market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which requires mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.

6. The undersigned grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by the Fee acquisition and Temporary Construction Easement as described in Clause 3 above and that they have the exclusive right to grant the Fee and Easement.

7. In consideration of the State's waiving the defects and imperfections in the record title, as set forth in Paragraph 2(A), the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.

8. State agrees to indemnify and hold harmless the Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State, will, at its option, either repair or pay for such damage.

9. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State for Parcel 202019-1, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are paid to the Grantor. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment of such possession and use, including damages, if any, from said date.

10. The property described as follows: State Parcel No. 202019-1,-2 and Orange County Assessor Parcel Number APN 636-021-13 and 636-012-14 & -17. The acquisition of 28,862 sf for a Permanent Fee Acquisition and 12,388 sf for a Temporary Construction Easement as shown on the map.

11. It is understood and agreed between the parties hereto that the amount payable in Clause 2(A) above includes compensation in full for the actual possession and use of the Temporary Construction Easement identified as Parcel No. 202019-2 for the period commencing on May 1, 2018 and terminating on May 1, 2023. This easement may also be terminated prior to the above date by the Grantee upon written notice to the Grantor. At least 48 (forty-eight) hours advance written notice will be given before any entry on Grantor's property.

    Written notification shall be given to the owner at:

    Moulton Niguel Water District
    Attn: Mark Mountford
    26161 Gordon Road
    Laguna Hills, CA 92653

    Verbal communication with the owner shall be at telephone number (949) 425-3555

    In the event owners need to provide written notification to State for information changes or property transfers, the owner shall notify the State in writing of such occurrence at:

    DEPARTMENT OF TRANSPORTATION
    c/o Evangelina Washington
    1750 E. Fourth Street, Suite 100
    Santa Ana, CA 92705

    Verbal communication with Alma Villanueva shall be at telephone number (619) 688-6911.

12. The Grantor agrees that no improvements, other than those already on the Easement, shall be placed thereon; and the planting of any crops, trees, or shrubs, or alterations, repair, or additions to existing improvements, which may hereafter be placed thereon, are at Grantor's risk and without exception of payment if removed by the State.

13. It is understood and agreed that in the event the Grantor plans to sell, lease, or rent the Grantor's property prior to the earliest of the completion of the project or the final expiration date of this Temporary Construction Easement, the Grantor shall inform, in writing, any and all parties involved in said sale, lease, or rental, of this Temporary Construction Easement and associated construction project by the State.

14. This transaction will be handled through an internal escrow with the Department of Transportation, 1750 E. Fourth Street, Suite 100, Santa Ana, CA 92705. Title Report #1701-5392887.

15. All work done under this agreement shall conform to all applicable building, fire and sanitary laws ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.

In WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MOULTON NIGUEL WATER DISTRICT

By: _____
Donald R. Froelich, President
MNWD Board of Directors

Recommended for Approval:

Approved:

STATE OF CALIFORNIA
Department of Transportation

By: _____
Alma Villanueva
Right of Way Agent

By: _____
RICKY RODRIGUEZ
Office Chief,
Office of Right of Way and Land Surveys District 12

By: _____
EVANGELINA WASHINGTON
Branch Chief, R/W Project Coordination,
Planning & Management, and Acquisition

NO OBLIGATION OTHER THAN THOSE SETFORTH HEREIN WILL BE RECOGNIZED

EXHIBIT "1"

DATE	REVISIONS	BY	DATE	REVISIONS	BY	DATE	REVISIONS	BY	DATE	REVISIONS	BY	R/W ENGINEERING SURVEYOR	DESIGN ENGINEER	DISTRICT	COUNTY	ROUTE	POST MILE	SHEET	TOTAL SHEETS
												THOMAS E. VERLOOP MICHAEL BAKER INTERNATIONAL	JOSEPH W. SAWTELLE TRANSYSTEMS	12	ORA	5	14.6 PM	2	

EASEMENT NOTES:

1 EASEMENT FOR RIGHT-OF-WAY PURPOSES (200' WIDE)
IN FAVOR OF SOUTHERN CALIFORNIA (SCE)
BOOK 7962/126, O.R. (06/16/1966)

2 EASEMENT FOR RIGHT-OF-WAY PURPOSES (4' WIDE)
IN FAVOR OF MISSION VIEJO COMPANY
BOOK 10528/103, O.R. (01/24/1973)

3 EASEMENT FOR SEWER LINES & WATER TRANSMISSION PURPOSES (10' WIDE)
IN FAVOR OF MOULTON-NIGUEL WATER DISTRICT
BOOK 9244/835, O.R. (03/23/1970)

4 EASEMENT FOR PUBLIC HIGHWAY DRAINAGE FACILITIES
IN FAVOR OF STATE OF CALIFORNIA
BOOK 4645/241, O.R. (03/26/1959)

5 EASEMENT FOR FLOODPLAIN PURPOSES
IN FAVOR OF ORANGE COUNTY FLOOD CONTROL DISTRICT (OCFCD)
PARCEL MAP NO. 81-147, P.M.B. 164/26-28 (12/16/1981)

6 EASEMENT FOR WATER & SEWER FACILITIES (20' WIDE)
IN FAVOR OF MOULTON-NIGUEL WATER DISTRICT
BOOK 11687/18, O.R. (03/29/1976)

51 EASEMENT FOR POWER POLE LINE PURPOSES
IN FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY
BOOK 8586/883, O.R. (04/29/1968)

EASEMENT NOTES:

72 EASEMENT FOR WATER DITCHES & PIPELINE PURPOSES
IN FAVOR OF THE MISSION SAN JUAN CAPISTRANO
BOOK 5/103, O.R. (02/19/1883) AFFECTS PARCEL 202019
(SUBJECT EASEMENT NOT PLOTTED - BLANKET IN NATURE)

73 EASEMENT FOR PUBLIC ROAD & HIGHWAY PURPOSES
IN FAVOR OF THE STATE OF CALIFORNIA
BOOK 99/178, O.R. (10/26/1927) AFFECTS PARCEL 202019
(SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

74 EASEMENT FOR SLOPE MAINTENANCE PURPOSES
IN FAVOR OF MISSION VIEJO COUNTRY CLUB
BOOK 14325/921, O.R. (12/16/1981) AFFECTS PARCEL 202020
(SUBJECT EASEMENT NOT PLOTTED - BLANKET IN NATURE)

107 EASEMENT FOR PUBLIC UTILITIES PURPOSES
IN FAVOR OF PACIFIC TELEPHONE & TELEGRAPH COMPANY
BOOK 8303/976, O.R. (07/06/1967) AFFECTS PARCEL 202022
(SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

108 EASEMENT FOR PUBLIC UTILITIES PURPOSES
IN FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY
BOOK 8332/570, O.R. (08/01/1967) AFFECTS PARCEL 202022
(SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

109 EASEMENT FOR SEWER LINES & WATER TRANSMISSION PURPOSES
IN FAVOR OF MOULTON NIGUEL WATER DISTRICT
BOOK 8513/244, O.R. (01/07/1968) AFFECTS PARCEL 202022
(SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

110 EASEMENT FOR SEWER LINES & WATER TRANSMISSION PURPOSES
IN FAVOR OF MOULTON NIGUEL WATER DISTRICT
BOOK 8904/445, O.R. (03/19/1969) AFFECTS PARCEL 202022
(SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

EASEMENT NOTES:

111 EASEMENT FOR SEWER LINES & WATER TRANSMISSION PURPOSES
IN FAVOR OF MOULTON NIGUEL WATER DISTRICT
BOOK 8916/550, O.R. (04/01/1969) AFFECTS PARCEL 202022
(SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

112 EASEMENT FOR PUBLIC UTILITIES PURPOSES
IN FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY
BOOK 9310/345, O.R. (06/08/1970) AFFECTS PARCEL 202022
(SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

113 EASEMENT FOR PUBLIC UTILITIES PURPOSES
IN FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY
BOOK 9310/356, O.R. (06/08/1970) AFFECTS PARCEL 202022
(SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

114 EASEMENT FOR PUBLIC UTILITIES PURPOSES
IN FAVOR OF PACIFIC TELEPHONE & TELEGRAPH COMPANY
BOOK 11525/1474, O.R. (09/30/1975) AFFECTS PARCEL 202022
(SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

115 EASEMENT FOR PIPELINE PURPOSES
IN FAVOR OF SAN DIEGO PIPELINE COMPANY
BOOK 11525/148, O.R. (09/30/1975) AFFECTS PARCEL 202022
(SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

116 EASEMENT FOR PUBLIC UTILITIES PURPOSES
IN FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY
BOOK 11537/1172, O.R. (10/13/1975) AFFECTS PARCEL 202022
(SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

117 EASEMENT FOR STORM DRAINAGE PURPOSES
IN FAVOR OF COUNTY OF ORANGE
BOOK 11587/1169, O.R. (12/05/1975) AFFECTS PARCEL 202022
(SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

EASEMENT NOTES:

118 EASEMENT FOR PUBLIC UTILITIES PURPOSES
IN FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY
BOOK 11695/749, O.R. (04/05/1976)
AFFECTS PARCEL 202022 (SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

119 EASEMENT FOR STORM DRAINAGE PURPOSES
IN FAVOR OF COUNTY OF ORANGE
BOOK 11587/1174, O.R. (12/05/1975)
AFFECTS PARCEL 202022 (SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

EASEMENT NOTES:

120 EASEMENT FOR PIPELINE PURPOSES
IN FAVOR OF MOULTON NIGUEL WATER DISTRICT
BOOK 13049/1016, O.R. (02/28/1979)
AFFECTS PARCEL 202022
(SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

121 EASEMENT FOR PUBLIC UTILITIES PURPOSES
IN FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY
BOOK 13081/1804, O.R. (03/26/1979)
AFFECTS PARCEL 202022
(SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

122 EASEMENT FOR INGRESS & EGRESS PURPOSES
IN FAVOR OF MISSION VIEJO COMPANY
BOOK 14325/857, O.R. (12/16/1981)
AFFECTS PARCELS 202020 & 202022
(SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

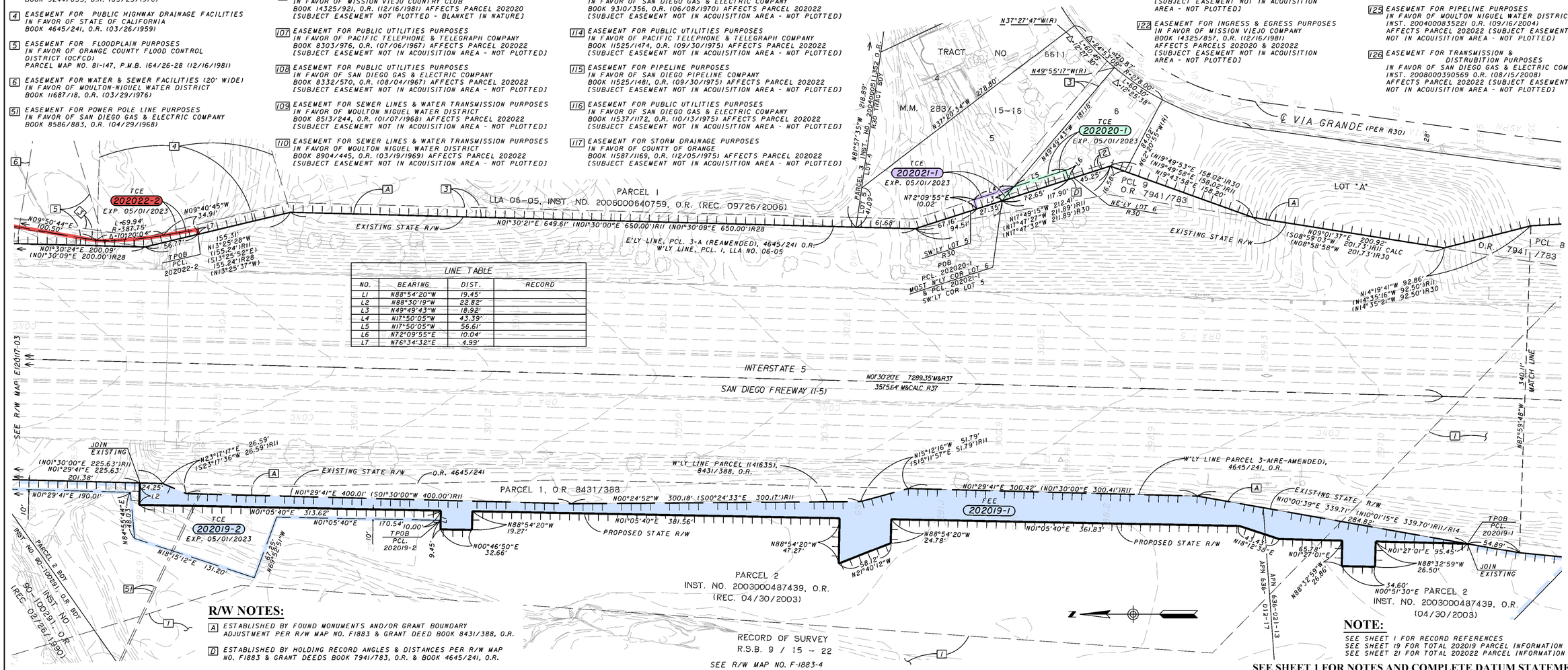
EASEMENT NOTES:

123 EASEMENT FOR PIPELINE PURPOSES
IN FAVOR OF SAN DIEGO PIPELINE COMPANY
INST. 85-255949, O.R. (07/12/1985)
AFFECTS PARCEL 202022 (SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

124 EASEMENT FOR TELEPHONE LINE PURPOSES
IN FAVOR OF SOCAL TELEPHONE COMPANY
BOOK 11214/423, O.R. (12/15/1941)
AFFECTS PARCEL 202022 (SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

125 EASEMENT FOR PIPELINE PURPOSES
IN FAVOR OF MOULTON NIGUEL WATER DISTRICT
INST. 2004000835221 O.R. (09/16/2004)
AFFECTS PARCEL 202022 (SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)

126 EASEMENT FOR TRANSMISSION & DISTRUBITION PURPOSES
IN FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY
INST. 2008000390569 O.R. (08/15/2008)
AFFECTS PARCEL 202022 (SUBJECT EASEMENT NOT IN ACQUISITION AREA - NOT PLOTTED)



LINE TABLE

NO.	BEARING	DIST.	RECORD
L1	N88°54'20"W	19.45'	
L2	N88°30'19"W	22.82'	
L3	N49°49'43"W	18.92'	
L4	N17°50'05"W	43.39'	
L5	N17°50'05"W	56.61'	
L6	N72°09'55"E	10.04'	
L7	N76°34'32"E	4.99'	

R/W NOTES:

A ESTABLISHED BY FOUND MONUMENTS AND/OR GRANT BOUNDARY ADJUSTMENT PER R/W MAP NO. F1883 & GRANT DEED BOOK 8431/388, O.R.

D ESTABLISHED BY HOLDING RECORD ANGLES & DISTANCES PER R/W MAP NO. F1883 & GRANT DEEDS BOOK 7941/783, O.R. & BOOK 4645/241, O.R.

NOTE:

SEE SHEET 1 FOR RECORD REFERENCES
SEE SHEET 19 FOR TOTAL 202019 PARCEL INFORMATION
SEE SHEET 21 FOR TOTAL 202022 PARCEL INFORMATION

SEE SHEET 1 FOR NOTES AND COMPLETE DATUM STATEMENT

PARCEL NO.	GRANTOR TO STATE	TITLE CODE (2)	AREAS (1) REQUIRED SQ. FEET	AREAS (1) REMAINDER SQ. FEET	AREAS (1) TOTAL SQ. FEET	AREAS (1) EXCESS SQ. FEET	RECORDATION TYPE (3)	RECORDATION DATE	RECORDATION O. R. DOC. NO.	REMARKS
202019-1	MOULTON NIGUEL WATER DISTRICT	F	28,862	510,514	539,376					
202019-2	MOULTON NIGUEL WATER DISTRICT	TCE	12,388		539,376					
202020-1	MICHIYO YAMANO CAHILL	TCE	648		8,920					
202021-1	PETER AND NICOLE SHINNERS	TCE	354		23,121					
202022-2	MISSION VIEJO COUNTRY CLUB	TCE	5,989		4,274,801					

(1) AREAS:
AREAS SHOWN DO NOT INCLUDE UNDERLYING FEE IN THE EXISTING PUBLIC WAY WHERE APPLICABLE.
HA=HECTARES AC=ACRES

(2) TITLE CODES:
A - ACCESS RIGHTS ONLY
F - FEE
E - EASEMENT (EASE)
TCE - TEMP CONSTRUCTION EASE
T - OTHER TEMP EASE (SEE REMARKS)
O - OTHER (SEE REMARKS)

(3) TYPE:
GD - GRANT DEED
ED - EASEMENT DEED
QC - QUITCLAIM
DD - DIRECTOR'S DEED
DE - DIRECTOR'S EASEMENT DEED
DK - DIRECTOR'S QUITCLAIM DEED
FOC - FINAL ORDER OF CONDEMNATION
HE - HIGHWAY EASEMENT DEED
REL - RELINQUISHMENT
VAC - VACATION
JUA - JOINT USE AGREEMENT
CCUA - CONSENT TO COMMON USE AGREEMENT

DATUM: NAD83 EPOCH 1991.35 ORANGE COUNTY SURVEYOR ADJUSTMENT.
COORDINATE SYSTEM: CCS83 ZONE 6, COORDINATES, BEARINGS, DISTANCES
COMBINED FACTOR: 0.99995136 (GROUND * GRID/COMBINED FACTOR)

LEGEND:

OLD RIGHT OF WAY (SUPERSEDED)
EXISTING RIGHT OF WAY
PROPOSED RIGHT OF WAY
ACCESS PROHIBITED
TITLE TO STATE 123456-7
REQUIRED FOR OTHERS 123456-7

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISTRICT 12 R/W ENGINEERING

RIGHT OF WAY
APPRAISAL MAP E120117-02

50 0 50 100 150 200 250

22x36: 1" = 50' 11x17: 1" ~ 100'

PN(EA): (0K022/1214000097) FILE: E120117-02.DGN ISSUE DATE: 6/8/2017 REVISION DATE:

-104-

XX-FMS-E120117-02

-8#

E120117-02.dgn 6/7/2017 4:51:51 PM

RECORDING REQUESTED BY
DEPARTMENT OF TRANSPORTATION

WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
1750 E. 4TH STREET, SUITE 100
SANTA ANA, CALIFORNIA 92705
ATTN: EVANGELINA WASHINGTON
R/W TITLES & ESCROW

This office is exempt from filing fees under Government Code 6103 & 27383. No tax due for Revenue & Taxation Code 11922.

Written by: T.Verloop Checked by: T.Arita EA: OKO229
R/W Map No.: E120117 APN: 636-012-17&636-021-13

Space above this line for Recorder's Use

GRANT DEED

District	County	Route	Postmile	Number
12	ORA	I-5	14.6	202019-1

MOULTON NIGUEL WATER DISTRICT, a California Water District, hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Mission Viejo, County of Orange, State of California, described as follows:

See Exhibit "A" and Exhibit "B", attached.

Number
202019-1

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

MOULTON NIGUEL WATER DISTRICT

Dated: _____

By: _____

Name: Donald R. Froelich

Title: President, Board of Directors

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By MALCOLM DOUGHERTY
Director of Transportation

By _____
Attorney in Fact
RICKY RODRIGUEZ
Office Chief
Office of Right of Way and Land Surveys
District 12

EXHIBIT "A"

LEGAL DESCRIPTION

I-5 WIDENING – SEGMENT 2
PARCEL 202019-1
(FEE)

That portion of the Rancho Mission Viejo or La Paz, in the City of Mission Viejo, County of Orange, State of California, as shown on the map recorded December 19, 1867 in book 1, Pages 63 and 64 of Patents, in the Office of the County Recorder of Los Angeles County, California, lying easterly of the following described line:

COMMENCING at the southerly terminus of course (61) described as "N 10°01'15" E, 339.70 feet" for a portion of the westerly line of the San Diego Freeway as described in Parcel 3-a (re-amended) in that certain Final Order of Condemnation, Superior Court Case No. 71980 recorded March 26, 1959 in Book 4645, Page 241 of Official Records in the office of the County Recorder of said County of Orange, and as shown on Right-of-Way Map No. F-1883-5 on file with the State of California Department of Transportation, said point being marked with a 1" Iron Pipe with a plastic plug tagged "CALIF DOT", as shown on Record of Survey No. 2015-1033 recorded in Book 289, Pages 19 through 32, inclusive of Records of Survey in the Office of said Orange County Recorder;

thence along said westerly line of Parcel 3-a (re-amended) North 10°00'39" East 54.89 feet to the **TRUE POINT OF BEGINNING**;

thence leaving said westerly line North 01°27'01" East 95.45 feet;

thence North 88°32'59" West 26.50 feet;

thence North 00°51'30" East 34.60 feet;

thence South 88°32'59" East 26.86 feet;

thence North 01°27'01" East 65.78 feet;

thence North 18°12'38" East 43.43 feet;

thence North 01°05'40" East 361.83 feet;

thence North 88°54'20" West 24.78 feet;

thence North 21°40'12" West 58.12 feet;

thence South 88°54'20" East 47.27 feet;

thence North 01°05'40" East 381.56 feet;

thence North 88°54'20" West 19.27 feet;

I-5 Widening
Segment 2
Parcel 202019-1

thence North 00°46'50" East 32.66 feet;

thence South 88°54'20" East 19.45 feet;

thence North 01°05'40" East 313.62 feet;

thence South 88°30'19" East 22.82 feet to the **POINT OF TERMINATION** in said westerly line of Parcel 3-a (re-amended).

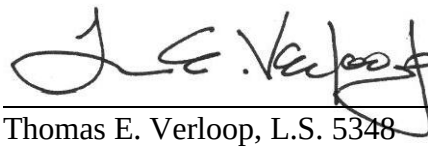
EXCEPTING therefrom that portion lying easterly of said westerly line and within the land described as Parcel 1 in the deed to the State of California recorded in Book 8431, Page 388 of Official Records in the Office of said Orange County Recorder.

Unless otherwise noted, all bearings and distances are in terms of the California Coordinate System of 1983, Zone 6, based on the North American Datum of 1983 Epoch 1991.35 as locally adjusted by the Orange County Surveyor. All distances are grid, divide distances by 0.99995136 to obtain ground distances.

CONTAINING: 28,865 square feet or 0.663 Acres.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

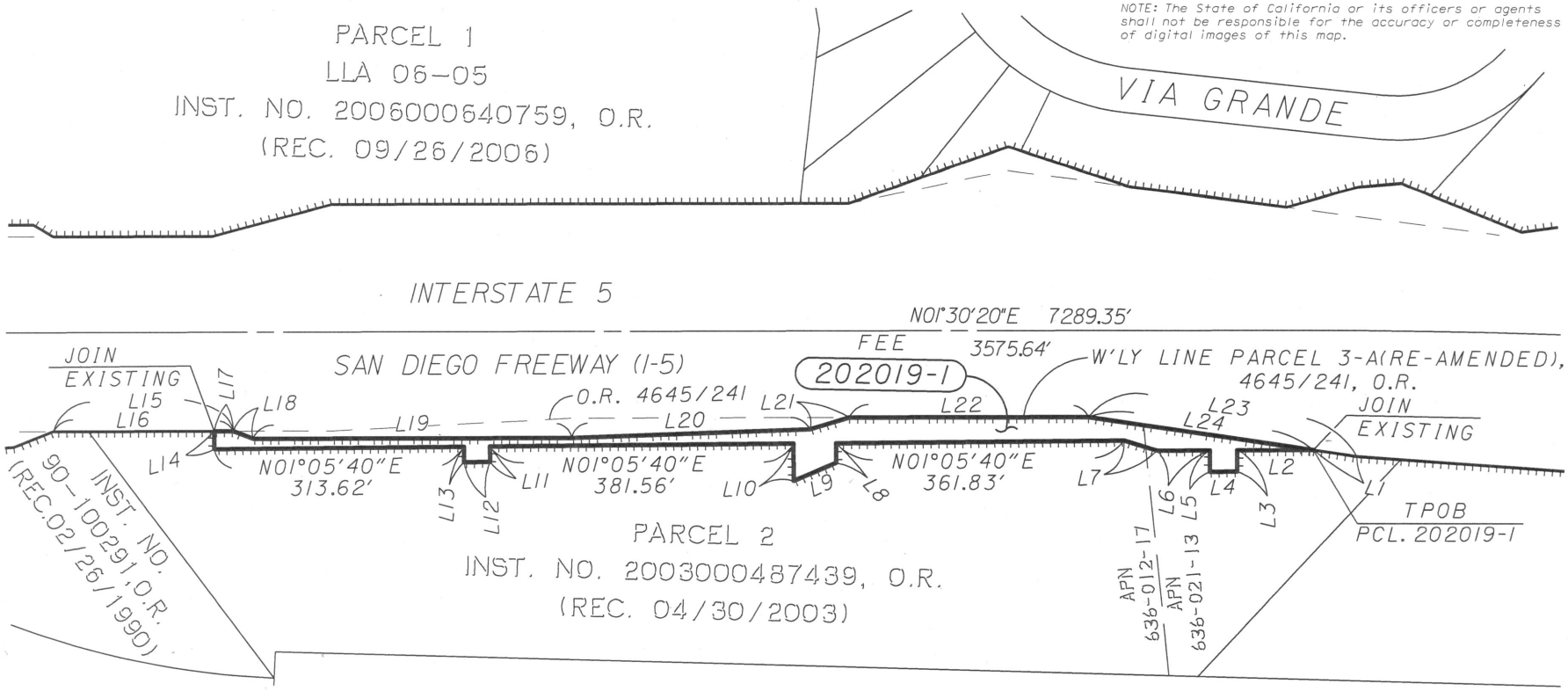
This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights including access rights, appurtenant to GRANTOR's remaining property, in and to the freeway.



11/10/2016

Thomas E. Verloop, L.S. 5348 — Date

Michael Baker International
14725 Alton Parkway
Irvine, California 92618
Proj. No. 144425
H:\pdata\144425\Admin\legals\202019-1.docx



LINE DATA TABLE		
NO.	BEARING	DISTANCE
L1	N10°00'39"E	54.89'
L2	N01°27'00"E	95.45'
L3	N88°32'59"W	26.50'
L4	N00°51'30"E	34.60'
L5	S88°32'59"E	26.86'
L6	N01°27'01"E	65.78'
L7	N18°12'38"E	43.43'
L8	N88°54'20"W	24.78'
L9	N21°40'12"W	58.12'
L10	S88°54'20"E	47.27'
L11	N88°54'20"W	19.27'
L12	N00°46'50"E	32.66'

LINE DATA TABLE		
NO.	BEARING	DISTANCE
L13	S88°54'20"E	19.45'
L14	S88°30'19"E	22.82'
L15	N01°29'41"E	225.63'
L16	N01°29'41"E	201.38'
L17	N01°29'41"E	24.25'
L18	N23°17'17"E	26.59'
L19	N01°29'41"E	400.01'
L20	N00°24'52"W	300.18'
L21	N15°12'16"W	51.79'
L22	N01°29'41"E	300.42'
L23	N10°00'39"E	339.71'
L24	N10°00'39"E	284.82'

N

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY

EXHIBIT "B"

FEET 0 50 100 200 300

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
12	ORA	5	14.6	2	2