



# **moulton niguel** water district

## **BOARD OF DIRECTORS' MEETING MOULTON NIGUEL WATER DISTRICT**

**27500 La Paz Road, Laguna Niguel**

**August 8, 2019**

**6:00 PM**

**Approximate Meeting Time: 2 Hours**

**THIS BOARD MEETING WILL INCLUDE TELECONFERENCING AT THE FOLLOWING LOCATION: 12025 CEDAR SHORE ROAD, ELLISON BAY, WISCONSIN**

**1. CALL MEETING TO ORDER:**

**2. PLEDGE OF ALLEGIANCE:**

**3. PUBLIC COMMENTS:**

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

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

**PRESENTATIONS:**

**4. QUARTERLY INVESTMENT REPORT - CHANDLER ASSET MANAGEMENT**

**CONSENT CALENDAR ITEMS:(Items on the Consent Calendar have been discussed at the regularly scheduled Administrative and Technical Committee meetings)**

*Consent items: Unless the General Manager or the Board requests that an item be removed from the Consent Calendar, all items will be acted upon as a whole and by one vote. Requests for discussion of any specific item should be made to the Presiding Officer in conjunction with the discussion of the consent motion.*

**5. MINUTES OF THE JULY 1, 2019 SPECIAL BOARD OF DIRECTORS MEETING**

**6. MINUTES OF THE JULY 11, 2019 BOARD OF DIRECTORS MEETING**

**7. PLANT 3A AERATION DIFFUSER SYSTEM REPLACEMENT**

It is recommended that the Board of Directors approve the Plant 3A Aeration Diffuser System

Replacement Agreement with Environmental Dynamics International (EDI) in the amount of \$255,348; authorize the General Manager or Assistant General Manager to execute the agreement; and to approve amendments up to 10% of the contract value.

**8. PRINTER AND COPIER LEASING AND PRINTING SERVICES**

It is recommended that the Board of Directors approve a three-year Lease Agreement in the amount of \$84,362 for printer and copier equipment leasing and a three-year Service and Maintenance Agreement for printer and copier services in the amount of \$60,000 with Business Machine Consultants, Inc. (“BMC”); authorize the General Manager or Assistant General Manager to execute the agreements; and to approve amendments up to 10% of the agreement values.

**9. AMENDMENT NO. 8 TO THE SANTIAGO AQUEDUCT COMMISSION JOINT POWERS AGREEMENT**

It is recommended that the Board of Directors approve Amendment No. 8 to the SAC Joint Powers Agreement; and authorize the General Manager or Assistant General Manager to execute Amendment No. 8.

**10. RISK AND RESILIENCE ASSESSMENT**

It is recommended that the Board of Directors approve an agreement with Municipal Water District of Orange County for a not-to-exceed amount of \$160,090 for Herndon Solutions Group to complete the District’s Risk and Resilience Assessment; authorize the General Manager or Assistant General Manager to execute the agreement; and to approve change orders up to 20% of the authorization amount.

**11. ON-SITE MOBILE FUELING SERVICES**

It is recommended that the Board of Directors approve a contract services agreement with AAA Oil, Inc dba California Fuels and Lubricants (CFL), in the amount of \$650,000; and authorize the General Manager or Assistant General Manager to execute the agreement.

**12. PROFESSIONAL SERVICES AGREEMENT FOR STRATEGIC COMMUNICATIONS SERVICES**

It is recommended that the Board of Directors approve the Professional Services Agreement with Sabal Palms Advisors for a term through June 30, 2021 at a not to exceed contract amount of \$176,000; and authorize the General Manager or Assistant General Manager to execute the agreement.

**ADMINISTRATIVE MATTERS:**

**13. ORANGE COUNTY WATERSHED EDUCATION PROGRAM**

It is recommended that the Board of Directors approve a Professional Services Agreement with Orange County Coastkeeper for a two-year term with a not to exceed amount of \$140,000 for Fiscal Years 2019-20 and 2020-21; and authorize the General Manager or Assistant General Manager to execute the agreement.

## **TECHNICAL MATTERS:**

**14. ADOPTION OF INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE REGIONAL LIFT STATION FORCE MAIN REPLACEMENT (RESOLUTION 19-\_\_)**

It is recommended that the Board of Directors approve the resolution entitled, “Adopting the Mitigated Negative Declaration and the Mitigation, Monitoring, and Reporting Program for the Regional Lift Station Force Main Replacement Project (MNWD Project No. 2013.004).”

**15. PROFESSIONAL SERVICES AGREEMENT FOR PLANT 3A SOLIDS HANDLING FACILITIES IMPROVEMENTS**

It is recommended that the Board of Directors approve the Professional Services Agreement for engineering services with Hazen & Sawyer in the amount of \$2,357,850; authorize the General Manager or Assistant General Manager to execute the agreement; and to approve amendments up to 10% of the contract value.

**16. BIOSOLIDS, GRIT AND SCREENINGS HAULING AND DISPOSAL AGREEMENTS**

It is recommended that the Board of Directors approve 1) the Biosolids Hauling and Disposal agreement with Holloway Environmental Solutions, LLC in the amount of \$1,250,000 for a three-year term with the option to renew for two additional one-year terms; and 2) the Grit and Screenings Hauling Agreement with Athens Services in the amount of \$250,000 for a three-year term with the option to renew for two additional one-year terms; and authorize the General Manager or Assistant General Manager to execute the agreements.

## **INFORMATION ITEMS:**

**17. FISCAL YEAR 2018-19 AUDIT**

**GENERAL MANAGER MATTERS:**(Brief general updates on District matters and/or brief general updates from staff - Informational purposes only.)

## **BOARD REPORTS:**

## **PRESIDENT'S REPORT:**

**FUTURE AGENDA ITEMS (Any items added under this section are for discussion at future meetings only.):**

## **LATE ITEMS: (Appropriate Findings to be Made)**

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

## **ADJOURNMENT:**

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

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

# Moulton Niguel Water District

*Period Ending June 30, 2019*

CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | [www.chandlerasset.com](http://www.chandlerasset.com)

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# Section 1 | Consolidated Information

## Objectives

### Investment Objectives

In order to provide for current expenses and long term growth, the District has divided its portfolio into three categories, the Liquid, Limited Maturity and Operating Reserve Funds. The investment goals of the Liquid and Limited Maturity Funds are to provide liquidity for operating expenses and current capital requirements, preserve principal and earn a total rate of return commensurate with the first two goals.

The investment goals of the Operating Reserve Fund are to preserve real capital and provide growth over the long term by earning the rate of return which is available from longer term investments permitted under the California Government Code.

### Chandler Asset Management Performance Objective

The performance objective for the Liquid Fund is to earn a return in excess of the return of the ICE BAML 3-Month US Treasury Bill Index..

The performance objective of the Limited Maturity Fund is to earn a return that equals or exceeds the return of the ICE BAML 0-3 Yr US Treasury Index.

The performance of the Operating Reserve Fund is to earn a total rate of return over a market cycle which exceeds the return on a market index of government securities with maturities of one to ten years (ICE BAML 1-10 Yr Treasury/Agency Index).

Bond Reserves: To earn a commensurate rate of return over market cycles while ensuring compliance with the District's indentured funds.

### Strategy

The Liquid Fund is invested in short term securities and LAIF in order to achieve its goals. The average maturity of the Liquid Fund may not exceed 90 days, and the maximum maturity of individual securities in the fund shall be one year. In order to meet the goals of the Limited Maturity and Operating Reserve Funds, they are invested in a diversified portfolio of high quality fixed income securities with a maximum maturity of ten years. No more than 40% of the fund may be invested in securities with maturities in excess of five years in the Operating Reserve Fund.



## Moulton Niguel Water District Bond Reserves

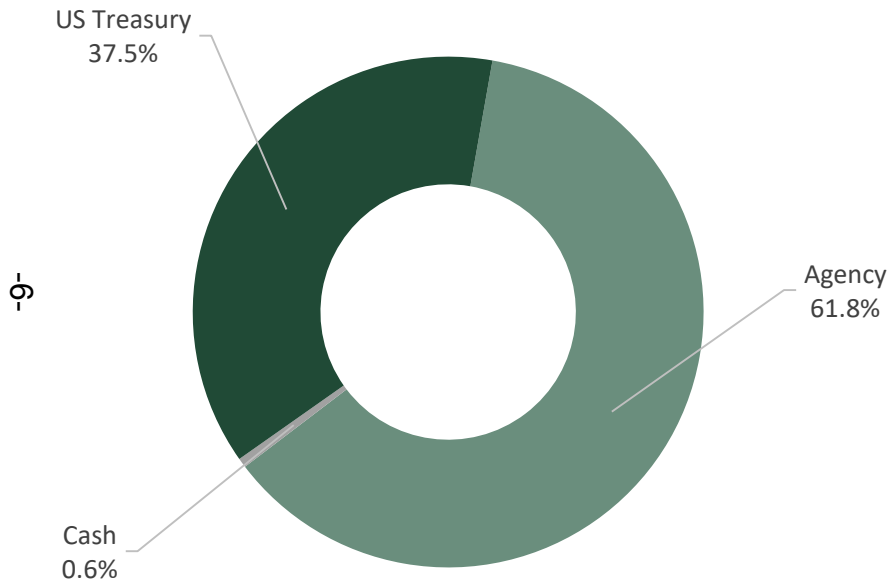
	6/30/2019 Portfolio	3/31/2019 Portfolio
<b>Average Maturity (yrs)</b>	2.74	2.73
<b>Modified Duration</b>	2.62	2.59
<b>Average Purchase Yield</b>	1.90%	1.85%
<b>Average Market Yield</b>	1.81%	2.31%
<b>Average Quality*</b>	AA+/Aaa	AA+/Aaa
<b>Total Market Value</b>	1,310,742	1,288,088

*\*Portfolio is S&P and Moody's, respectively.*

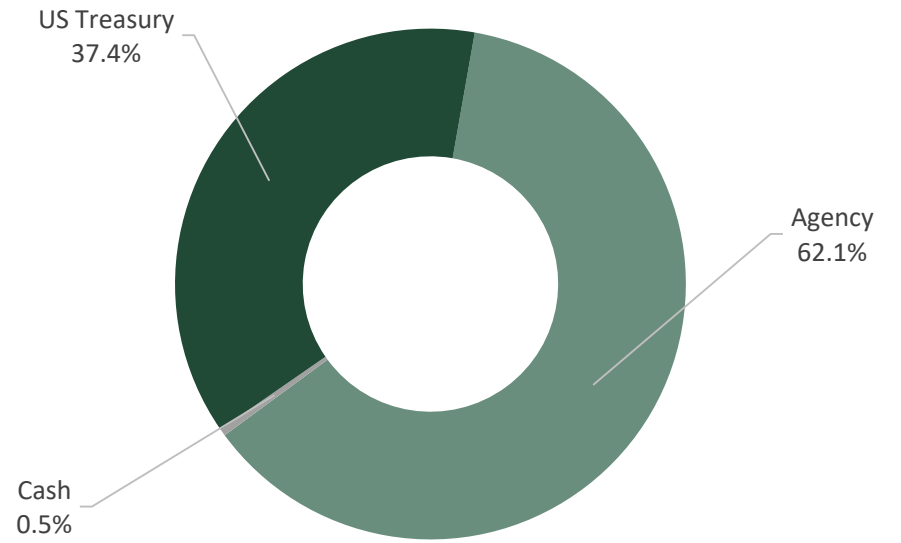
# Sector Distribution

## Moulton Niguel Water District US Bank Consolidated

June 30, 2019



March 31, 2019



## Moulton Niguel Water District Consolidated

	6/30/2019 Portfolio	3/31/2019 Portfolio
<b>Average Maturity (yrs)</b>	2.73	2.84
<b>Modified Duration</b>	2.39	2.47
<b>Average Purchase Yield</b>	2.40%	2.49%
<b>Average Market Yield</b>	2.01%	2.47%
<b>Average Quality*</b>	AA+/Aa1	AA+/Aa1
<b>Total Market Value</b>	124,094,829	116,706,615

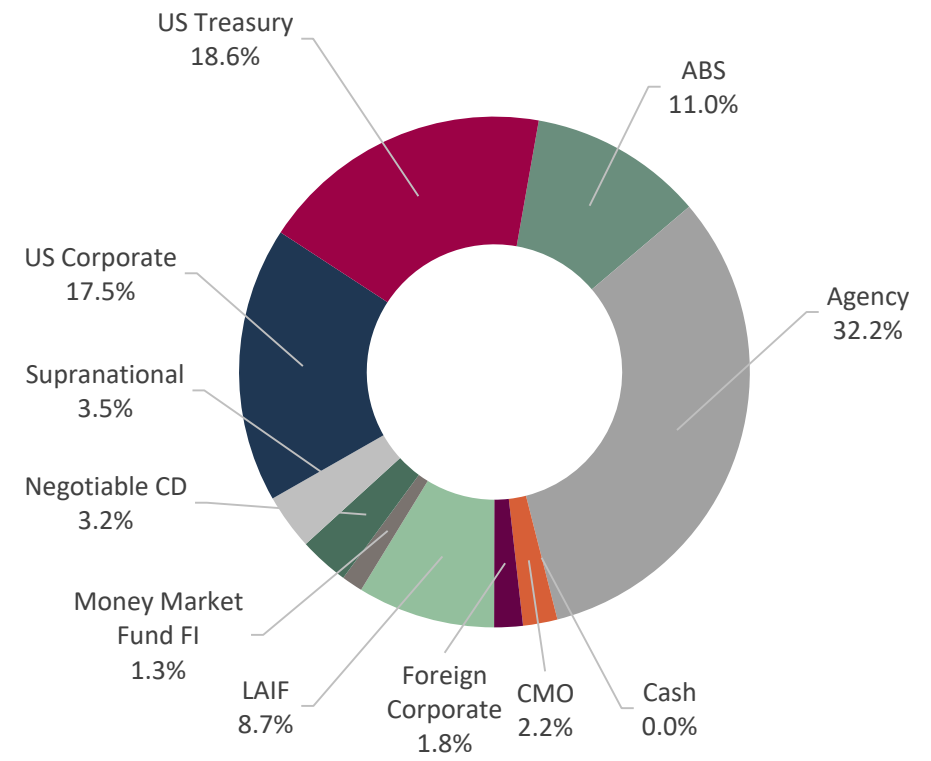
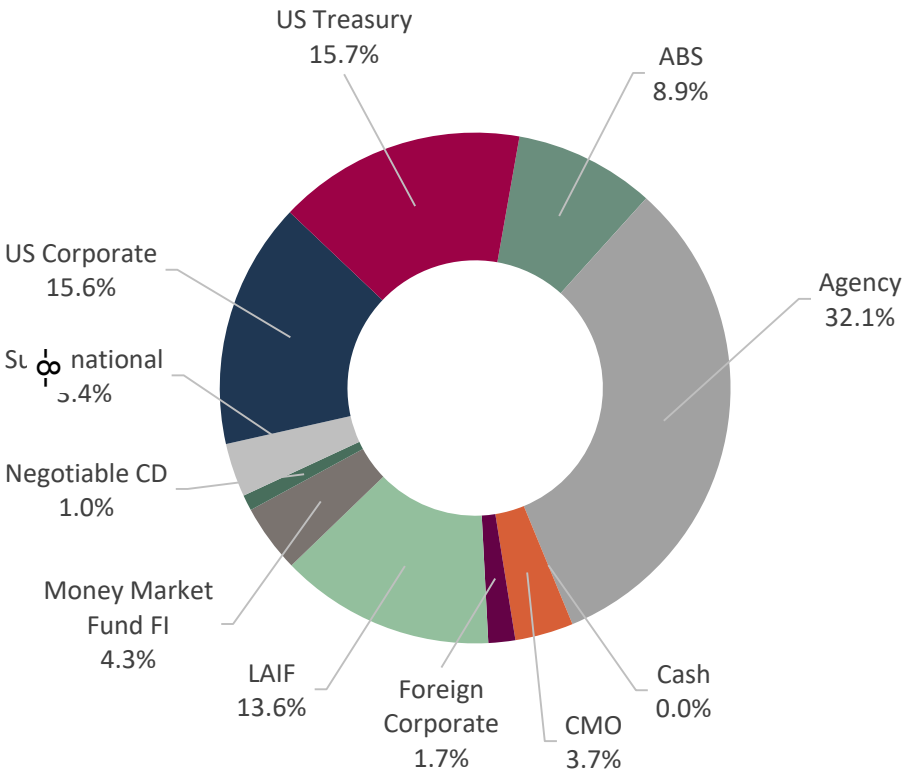
\* Portfolio is S&P and Moody's respectively.

# Sector Distribution

## Moulton Niguel Water District Consolidated

June 30, 2019

March 31, 2019



## Moulton Niguel Water District Consolidated – Account #43

Issue Name	Investment Type	Avg Mkt Yield	Avg Maturity	% Portfolio
Government of United States	US Treasury	1.78%	3.91	15.73%
Federal Home Loan Bank	Agency	2.05%	4.16	14.24%
Local Agency Investment Fund	LAIF	2.41%	0.00	13.56%
Federal National Mortgage Association	Agency	1.89%	3.81	9.08%
Tennessee Valley Authority	Agency	1.92%	3.12	5.15%
Federal Home Loan Mortgage Corp	CMO	2.09%	4.36	3.68%
US Bancorp	Money Market Fund FI	0.20%	0.00	3.62%
Federal Home Loan Mortgage Corp	Agency	1.82%	2.27	2.98%
Inter-American Dev Bank	Supranational	1.80%	2.86	2.83%
John Deere ABS	ABS	2.29%	2.19	1.65%
American Express ABS	ABS	2.27%	3.21	1.61%
JP Morgan ABS	ABS	2.11%	3.04	1.60%
Citibank ABS	ABS	2.38%	2.29	1.36%
Toyota ABS	ABS	2.41%	1.64	1.32%
Oracle Corp	US Corporate	2.14%	2.21	1.09%
Qualcomm Inc	US Corporate	2.29%	0.89	1.08%
State Street Bank	US Corporate	2.09%	1.89	1.01%
Exxon Mobil Corp	US Corporate	2.05%	1.67	1.00%
Westpac Banking Corp NY	Negotiable CD	2.97%	0.21	0.98%
Honda Motor Corporation	US Corporate	2.33%	4.21	0.95%
Deere & Company	US Corporate	2.30%	3.58	0.91%
Charles Schwab Corp/The	US Corporate	2.28%	3.58	0.91%
Paccar Financial	US Corporate	2.17%	2.12	0.88%
HSBC Holdings PLC	Foreign Corporate	2.51%	3.90	0.88%
Toronto Dominion Holdings	Foreign Corporate	2.23%	4.05	0.86%
Apple Inc	US Corporate	2.02%	3.21	0.85%
Bank of America Corp	US Corporate	2.39%	3.54	0.84%
Toyota Motor Corp	US Corporate	2.15%	2.54	0.84%
PNC Financial Services Group	US Corporate	2.28%	2.64	0.83%
Nissan ABS	ABS	2.26%	2.30	0.80%
Pepsico Inc	US Corporate	2.16%	0.84	0.78%
Berkshire Hathaway	US Corporate	2.27%	3.71	0.74%
IBM Corp	US Corporate	2.28%	3.19	0.74%
Microsoft	US Corporate	1.96%	2.11	0.70%
Wells Fargo Adv Govt Money Market Fund	Money Market Fund FI	2.13%	0.00	0.67%
Federal Farm Credit Bank	Agency	2.04%	0.87	0.65%
Wal-Mart Stores	US Corporate	2.03%	3.99	0.61%
Honda ABS	ABS	2.16%	2.13	0.57%

# Issuers

## Moulton Niguel Water District Consolidated – Account #43

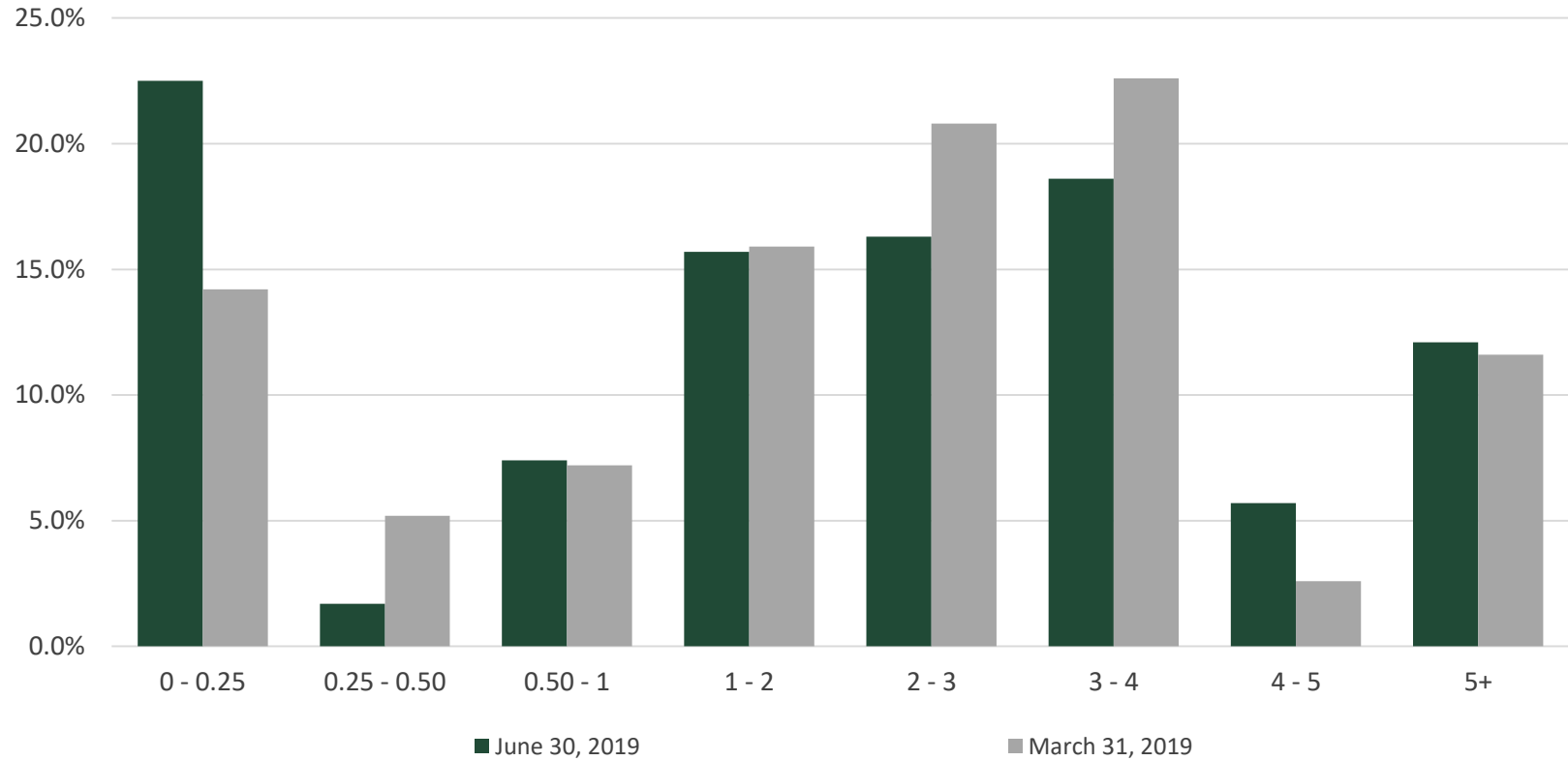
Issue Name	Investment Type	Avg Mkt Yield	Avg Maturity	% Portfolio
International Finance Corp	Supranational	1.91%	1.58	0.54%
US Bancorp	US Corporate	2.18%	2.57	0.47%
Bank of New York	US Corporate	2.27%	0.20	0.37%
Bank Cash Account	Cash	0.00%	0.00	0.01%
<b>TOTAL</b>		<b>2.01%</b>	<b>2.73</b>	<b>100%</b>

# Duration Distribution

As of June 30, 2019

**Moulton Niguel Water District Consolidated**  
June 30, 2019 vs. March 31, 2019

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	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
06/30/19	22.5%	1.7%	7.4%	15.7%	16.3%	18.6%	5.7%	12.1%
03/31/19	14.2%	5.2%	7.2%	15.9%	20.8%	22.6%	2.6%	11.6%

## Section 2 | Account Profile



## Moulton Niguel Water District Bond Reserves

	Bond Reserves	
	6/30/2019	3/31/2019
Portfolio book value	\$1,298,410	\$1,291,823
Market value	\$1,310,742	\$1,288,088
Net Contribution/Withdrawal for the Period	\$0	--
Average book yield	1.90%	1.85%
Average maturity (yrs)	2.74	2.73
Modified duration	2.62	2.59
\$ change in value for 1% change in rates	\$34,341	\$33,361
% maturing within two years	29.7%	32.4%
Average credit quality	AA+/Aaa	AA+/Aaa

# Portfolio Characteristics

## Moulton Niguel Water District Liquid Fund

	ICE BAML 3-Month US Treasury Bill Index		Liquid Fund	
	6/30/2019	6/30/2019	6/30/2019	3/31/2019
<b>Portfolio book value</b>	--	\$16,730,945	\$16,730,945	\$10,116,873
<b>Market value</b>	--	\$16,827,879	\$16,827,879	\$10,117,266
<b>Net Contribution/Withdrawal for the Period</b>	--	\$6,550,000	\$6,550,000	--
<b>Average book yield</b>	--	2.41%	2.41%	2.44%
<b>Average maturity (yrs)</b>	0.16	0.00	0.00	0.00
<b>Modified duration</b>	0.16	0.00	0.00	0.00
<b>\$ change in value for 1% change in rates</b>	--	\$0	\$0	\$0
<b>% maturing within one year</b>	100%	100%	100%	100%
<b>Average credit quality</b>	AAA	Not Rated	Not Rated	Not Rated

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# Portfolio Characteristics

As of June 30, 2019

## Moulton Niguel Water District Limited Maturity Fund

	ICE BAML 0-3 Yr US	Limited Maturity Fund	
	Treasury Index	6/30/2019	3/31/2019
Portfolio book value	--	\$15,858,878	\$20,086,397
Market value	--	\$15,769,897	\$19,955,715
Net Contribution/Withdrawal for the Period	--	(\$4,330,000)	--
Average book yield	--	2.70%	2.65%
Average maturity (yrs)	1.42	1.63	1.60
Modified duration	1.38	0.46	0.57
\$ change in value for 1% change in rates	--	\$72,542	\$113,748
% maturing within two years	69.0%	44.9%	59.5%
Average credit quality	AAA	AAA/Aaa	AAA/Aaa

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# Portfolio Characteristics

## Moulton Niguel Water District Operating Reserve Fund

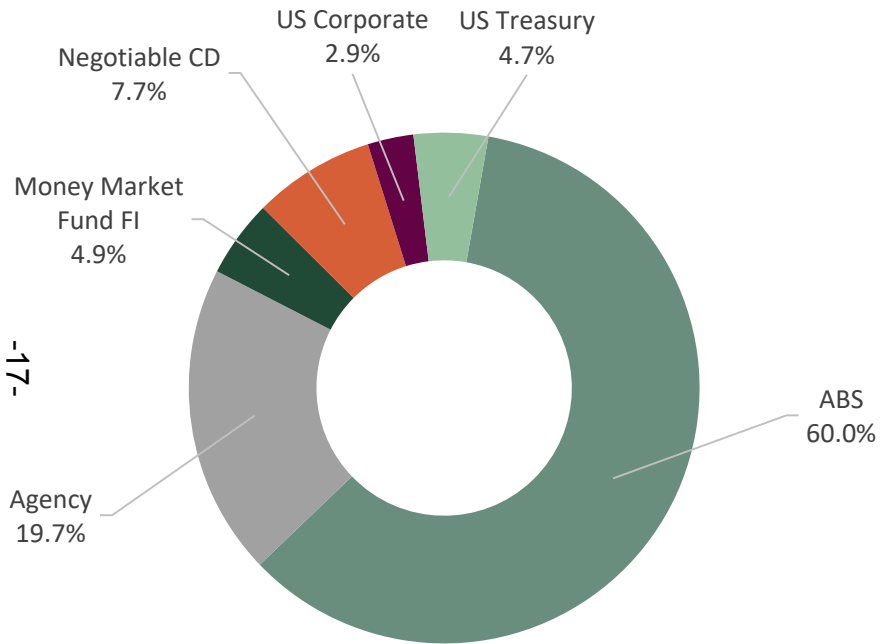
	ICE BAML 1-10 Yr US Treasury/Agency Index	Operating Reserve Fund	
	6/30/2019	6/30/2019	3/31/2019
Portfolio book value	--	\$83,671,802	\$84,701,030
Market value	--	\$85,695,417	\$85,285,547
Net Contribution/Withdrawal for the Period	--	(\$1,401,875)	--
Average book yield	--	2.47%	2.47%
Average maturity (yrs)	3.88	3.62	3.47
Modified duration	3.61	3.34	3.20
\$ change in value for 1% change in rates	--	\$2,862,227	\$2,729,138
% maturing within two years	23.9%	20.1%	13.5%
Average credit quality	AAA	AA/Aa1	AA/Aa1

# Sector Distribution

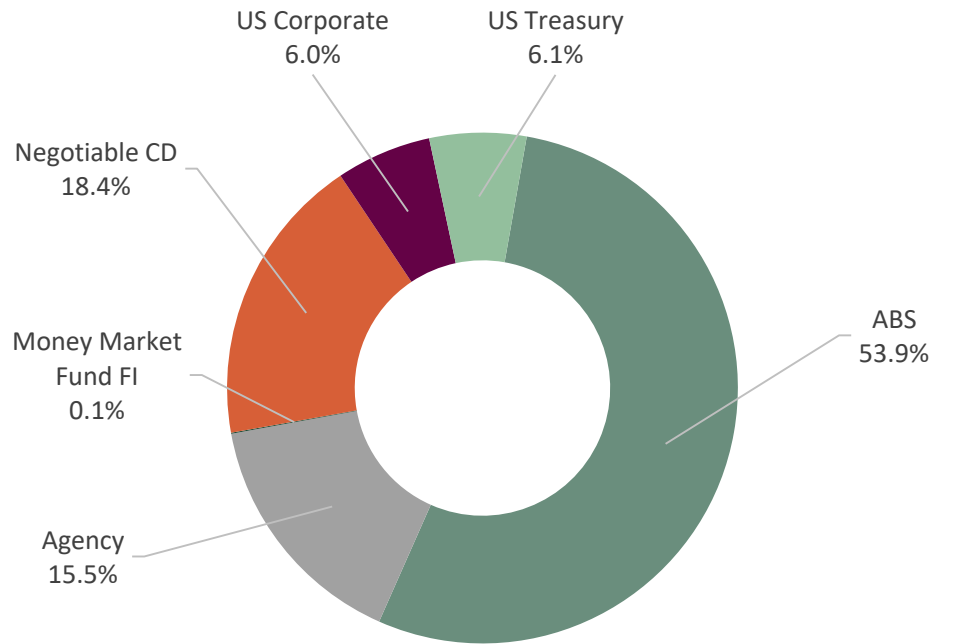
As of June 30, 2019

## Moulton Niguel Water District Limited Maturity

June 30, 2019



March 31, 2019



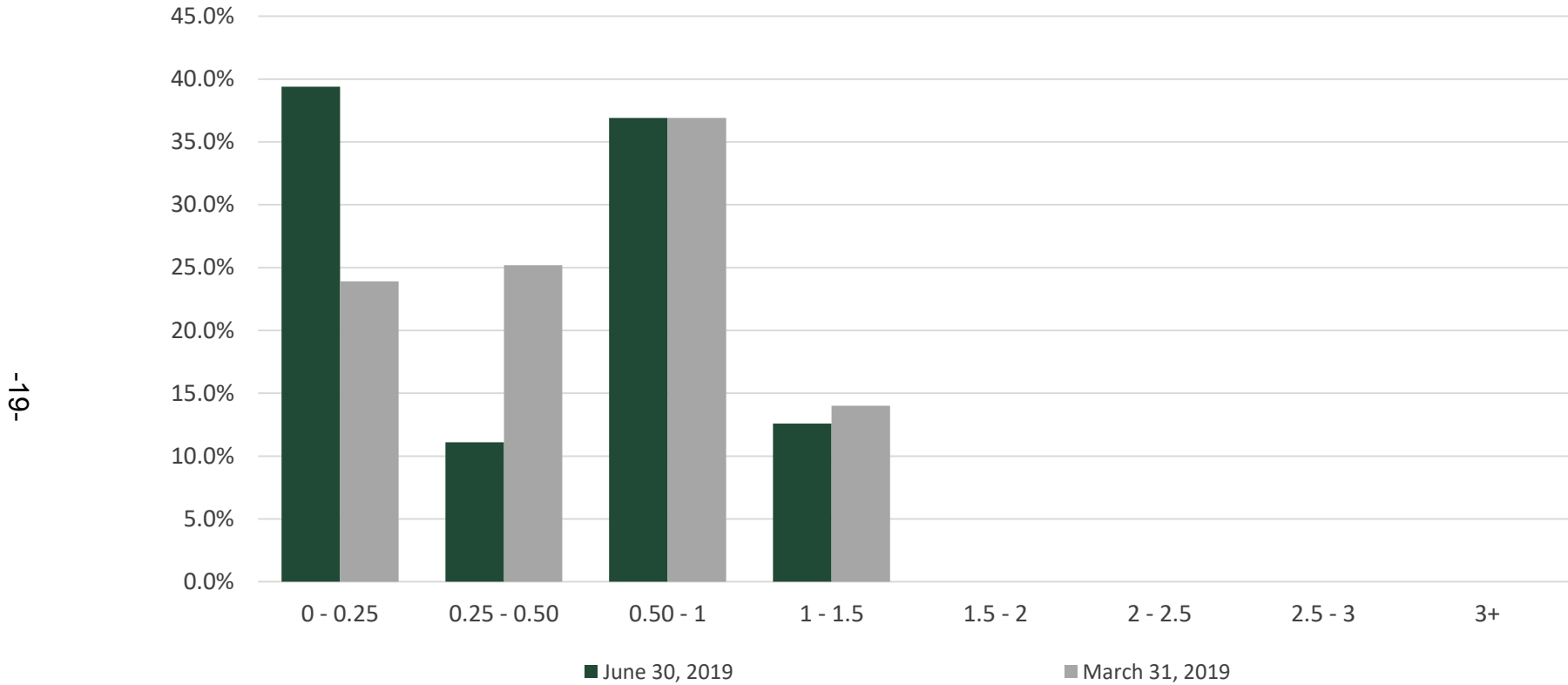
Moulton Niguel Water District Limited Maturity – Account #42

Issue Name	Investment Type	Avg Mkt Yield	Avg Maturity	% Portfolio
Federal Home Loan Bank	Agency	2.34%	0.13	12.97%
American Express ABS	ABS	2.27%	3.21	12.67%
JP Morgan ABS	ABS	2.11%	3.04	12.61%
Citibank ABS	ABS	2.38%	2.29	10.68%
Toyota ABS	ABS	2.39%	1.74	7.95%
Westpac Banking Corp NY	Negotiable CD	2.97%	0.21	7.73%
Nissan ABS	ABS	2.26%	2.30	6.33%
John Deere ABS	ABS	2.32%	2.06	5.31%
Federal Farm Credit Bank	Agency	2.04%	0.87	5.15%
Wells Fargo Adv Govt Money Market Fund	Money Market Fund FI	2.13%	0.00	4.91%
Government of United States	US Treasury	2.07%	0.46	4.74%
Honda ABS	ABS	2.16%	2.13	4.49%
Bank of New York	US Corporate	2.27%	0.20	2.87%
Federal Home Loan Mortgage Corp	Agency	2.21%	0.09	1.59%
<b>TOTAL</b>		<b>2.30%</b>	<b>1.63</b>	<b>100%</b>

# Duration Distribution

As of June 30, 2019

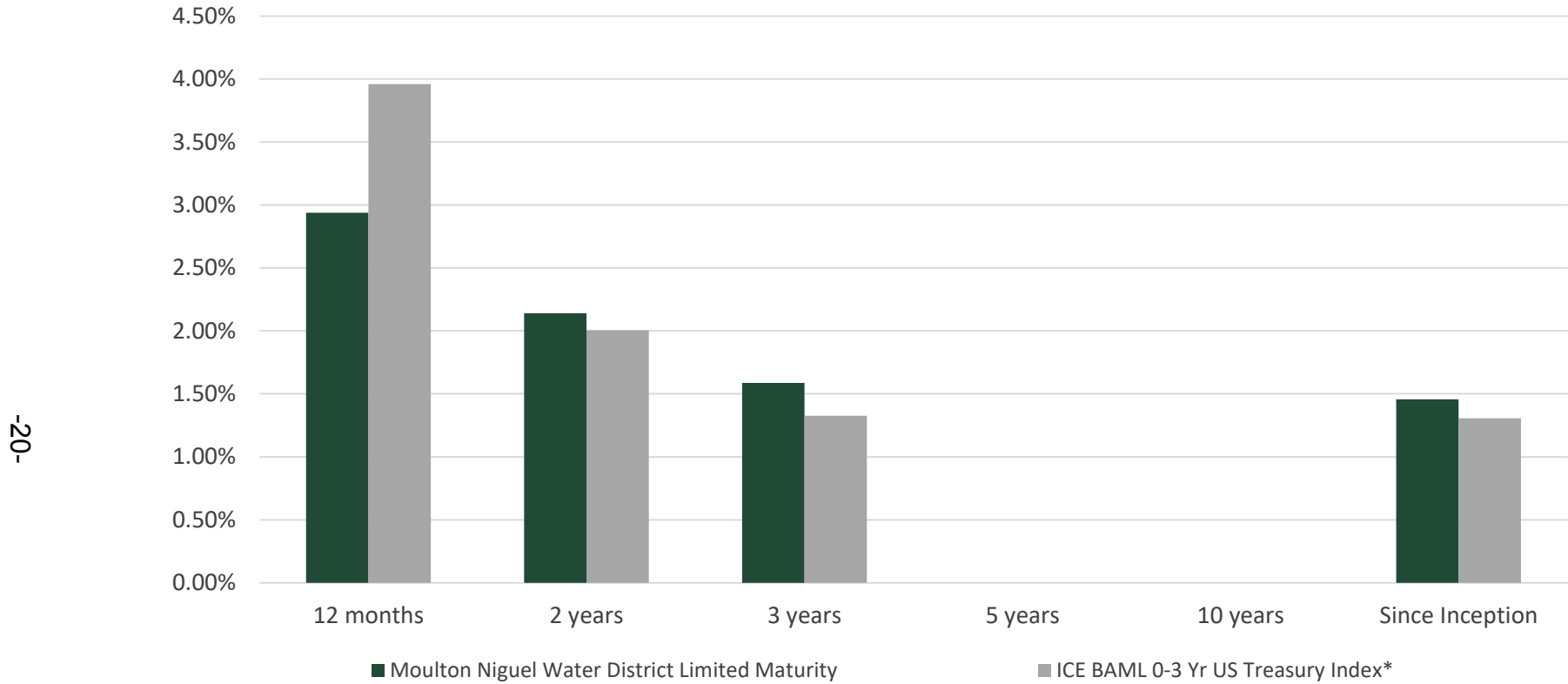
**Moulton Niguel Water District Limited Maturity**  
June 30, 2019 vs. March 31, 2019



	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 1.5	1.5 - 2	2 - 2.5	2.5 - 3	3+
06/30/19	39.4%	11.1%	36.9%	12.6%	0.0%	0.0%	0.0%	0.0%
03/31/19	23.9%	25.2%	36.9%	14.0%	0.0%	0.0%	0.0%	0.0%

# Investment Performance

## Moulton Niguel Water District Limited Maturity Total Rate of Return Annualized Since Inception 02/28/2015



TOTAL RATE OF RETURN	Annualized						
	3 months	12 months	2 years	3 years	5 years	10 years	Since Inception
Moulton Niguel Water District Limited Maturity	0.81%	2.94%	2.14%	1.59%	N/A	N/A	1.46%
ICE BAML 0-3 Yr US Treasury Index	1.44%	3.96%	2.01%	1.33%	N/A	N/A	1.31%

\*ICE BAML 1-3 Yr US Treasury Index until 6/30/16; Then 0-3 ICE BAML US Treasuries

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.



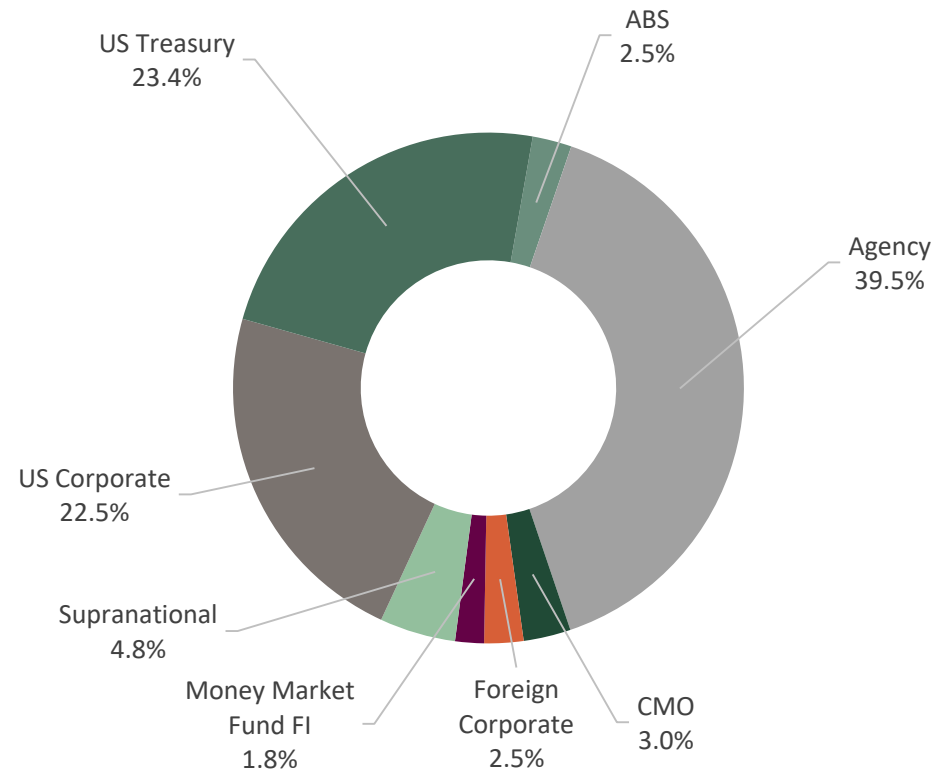
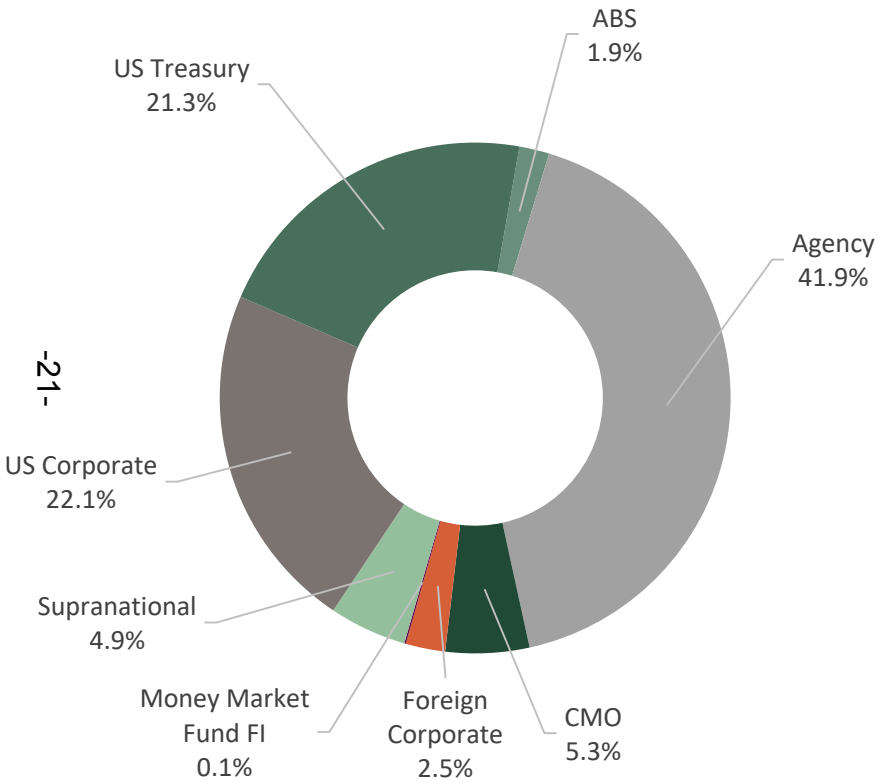
# Sector Distribution

As of June 30, 2019

## Moulton Niguel Water District Operating Reserve

June 30, 2019

March 31, 2019



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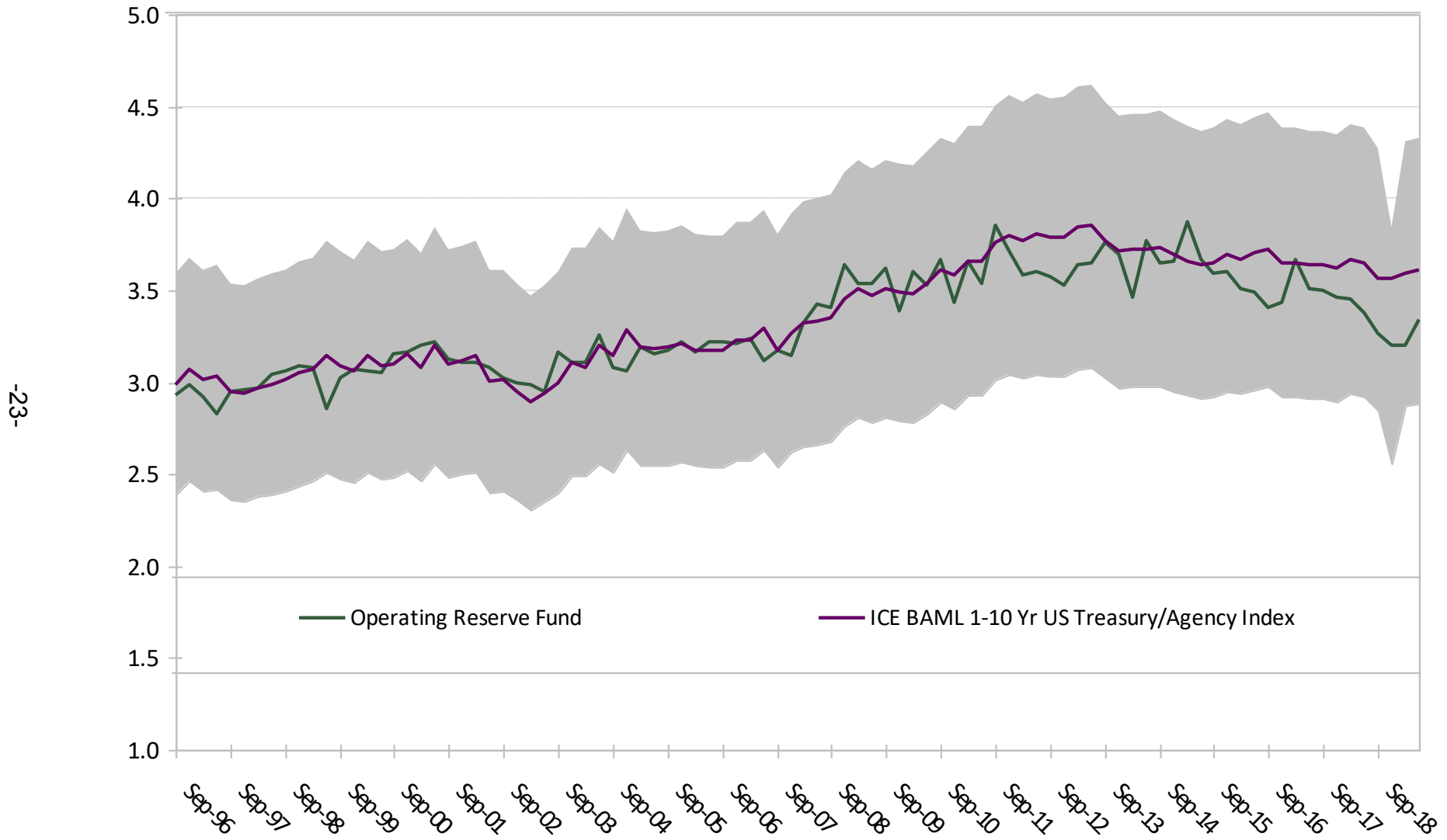
## Moulton Niguel Water District Operating Reserve – Account #40

Issue Name	Investment Type	Avg Mkt Yield	Avg Maturity	% Portfolio
Government of United States	US Treasury	1.76%	4.09	21.33%
Federal Home Loan Bank	Agency	2.01%	4.74	17.88%
Federal National Mortgage Association	Agency	1.89%	3.84	12.67%
Tennessee Valley Authority	Agency	1.92%	3.12	7.46%
Federal Home Loan Mortgage Corp	CMO	2.09%	4.36	5.33%
Inter-American Dev Bank	Supranational	1.80%	2.86	4.09%
Federal Home Loan Mortgage Corp	Agency	1.79%	2.38	3.90%
Oracle Corp	US Corporate	2.14%	2.21	1.58%
Qualcomm Inc	US Corporate	2.29%	0.89	1.57%
State Street Bank	US Corporate	2.09%	1.89	1.46%
Exxon Mobil Corp	US Corporate	2.05%	1.67	1.45%
John Deere ABS	ABS	2.28%	2.28	1.41%
Honda Motor Corporation	US Corporate	2.33%	4.21	1.38%
Deere & Company	US Corporate	2.30%	3.58	1.32%
Charles Schwab Corp/The	US Corporate	2.28%	3.58	1.31%
Paccar Financial	US Corporate	2.17%	2.12	1.28%
HSBC Holdings PLC	Foreign Corporate	2.51%	3.90	1.28%
Toronto Dominion Holdings	Foreign Corporate	2.23%	4.05	1.24%
Apple Inc	US Corporate	2.02%	3.21	1.24%
Bank of America Corp	US Corporate	2.39%	3.54	1.22%
Toyota Motor Corp	US Corporate	2.15%	2.54	1.22%
PNC Financial Services Group	US Corporate	2.28%	2.64	1.21%
Pepsico Inc	US Corporate	2.16%	0.84	1.13%
Berkshire Hathaway	US Corporate	2.27%	3.71	1.08%
IBM Corp	US Corporate	2.28%	3.19	1.07%
Microsoft	US Corporate	1.96%	2.11	1.01%
Wal-Mart Stores	US Corporate	2.03%	3.99	0.88%
International Finance Corp	Supranational	1.91%	1.58	0.79%
US Bancorp	US Corporate	2.18%	2.57	0.69%
Toyota ABS	ABS	2.49%	1.30	0.45%
Wells Fargo Adv Govt Money Market Fund	Money Market Fund FI	2.13%	0.00	0.07%
<b>TOTAL</b>		<b>1.98%</b>	<b>3.62</b>	<b>100%</b>

# Exposure to Market Risk

As of June 30, 2019

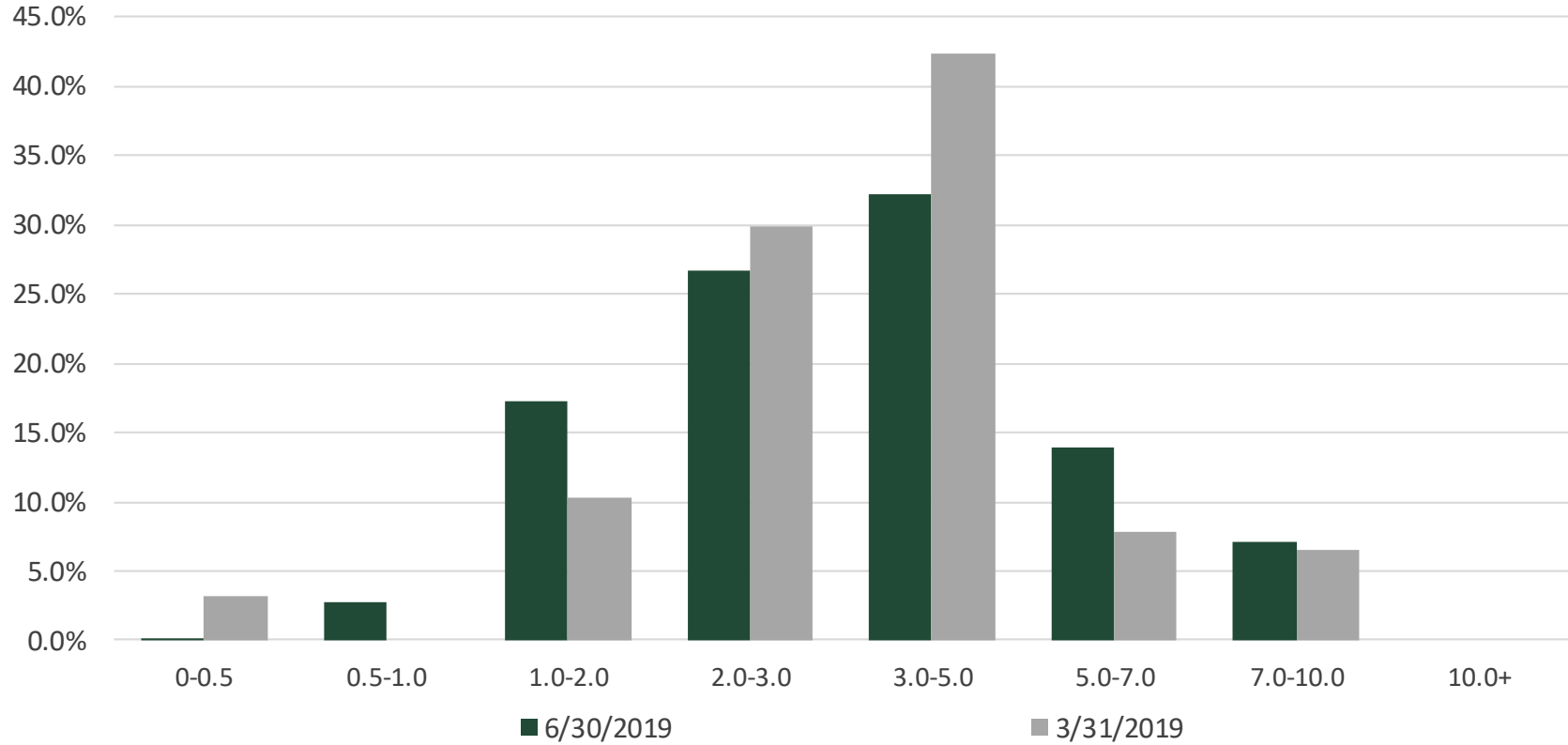
## Operating Reserve Fund Duration Compared to ICE BAML 1-10 Yr US Treasury/Agency Index Duration



# Maturity Distribution

Moulton Niguel Water District Operating Reserve Fund  
June 30, 2019 vs. March 31, 2019

-24-



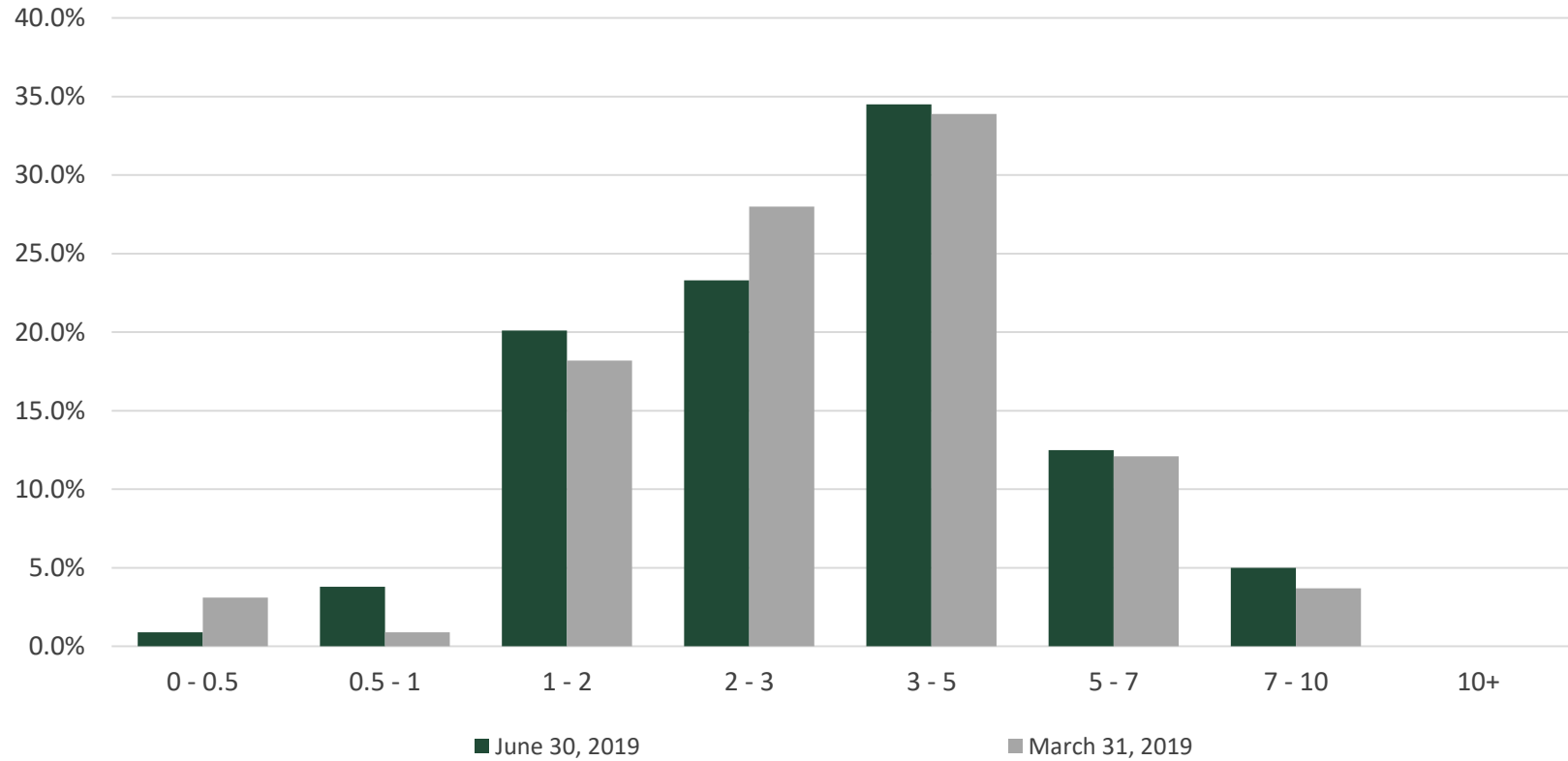
	0-0.5	0.5-1.0	1.0-2.0	2.0-3.0	3.0-5.0	5.0-7.0	7.0-10.0	10.0+
6/30/2019	0.1%	2.7%	17.3%	26.7%	32.2%	13.9%	7.1%	0.0%
3/31/2019	3.2%	0.0%	10.3%	29.9%	42.4%	7.8%	6.5%	0.0%

# Duration Distribution

As of June 30, 2019

**Moulton Niguel Water District Operating Reserve**  
June 30, 2019 vs. March 31, 2019

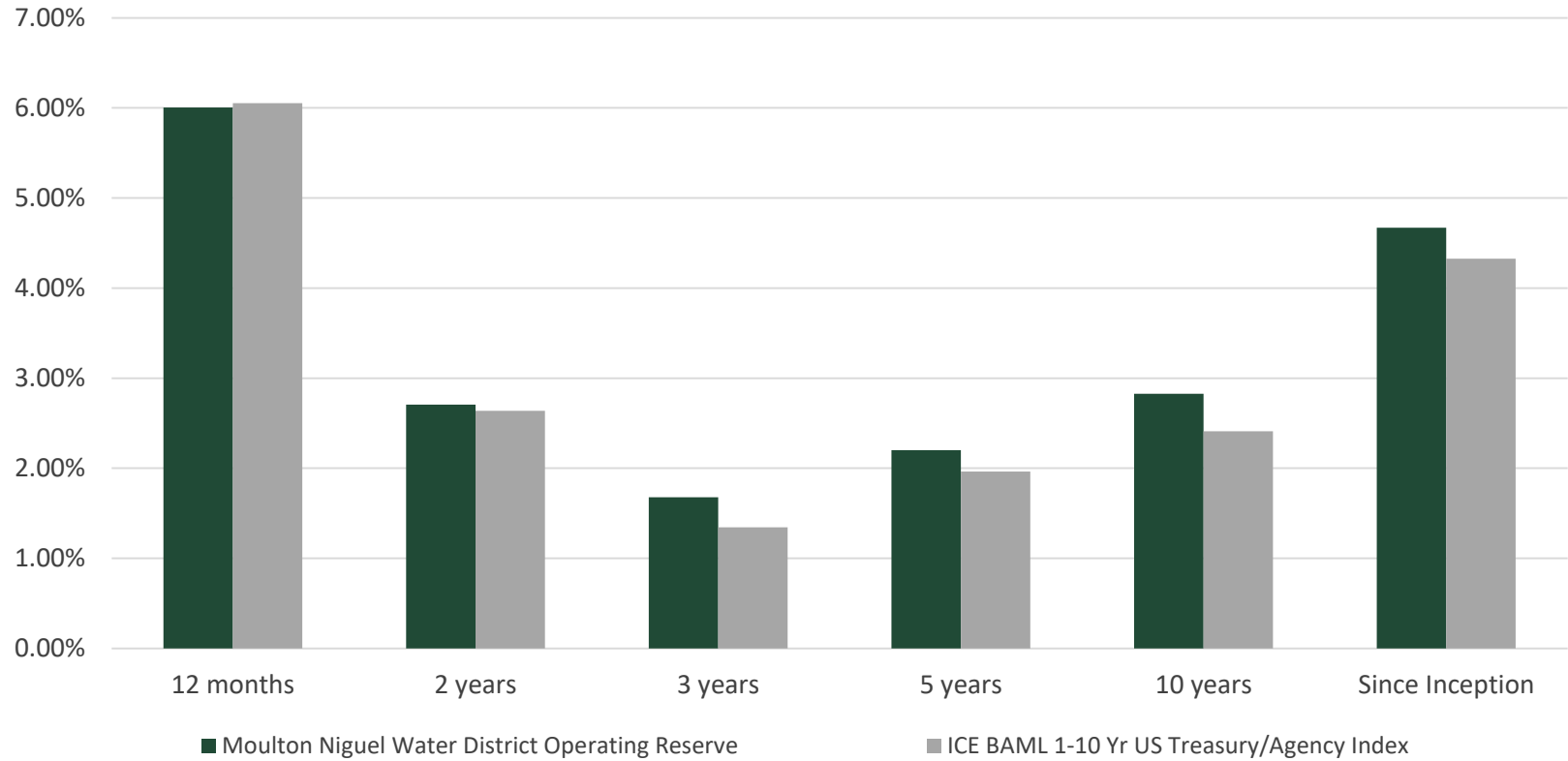
-25-



	0 - 0.5	0.5 - 1	1 - 2	2 - 3	3 - 5	5 - 7	7 - 10	10+
06/30/19	0.9%	3.8%	20.1%	23.3%	34.5%	12.5%	5.0%	0.0%
03/31/19	3.1%	0.9%	18.2%	28.0%	33.9%	12.1%	3.7%	0.0%

# Investment Performance

## Moulton Niguel Water District Operating Reserve Total Rate of Return Annualized Since Inception 09/30/1995



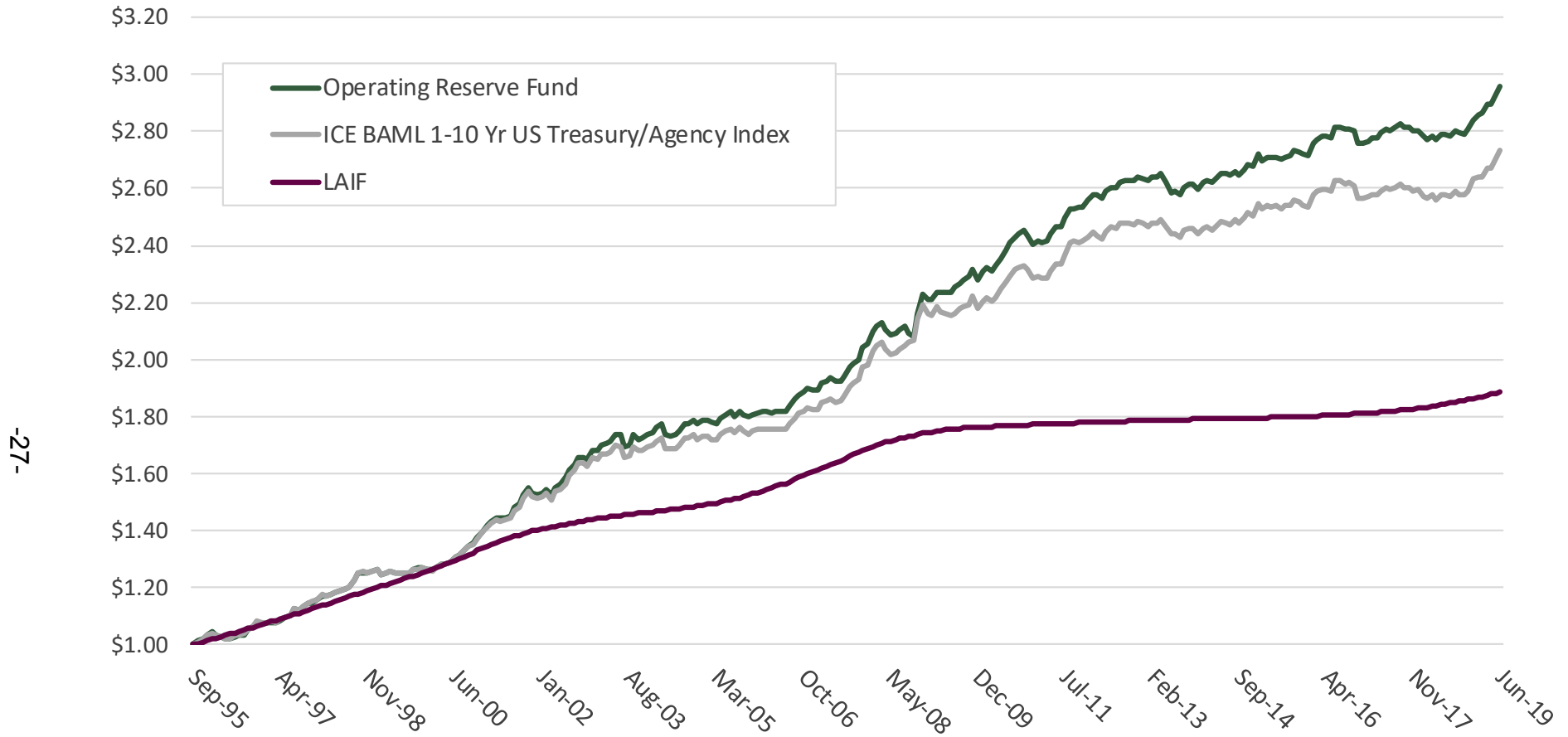
TOTAL RATE OF RETURN	Annualized						
	3 months	12 months	2 years	3 years	5 years	10 years	Since Inception
Moulton Niguel Water District Operating Reserve	2.14%	6.00%	2.71%	1.68%	2.20%	2.83%	4.67%
ICE BAML 1-10 Yr US Treasury/Agency Index	2.30%	6.05%	2.64%	1.35%	1.96%	2.41%	4.33%

Total rate of return: A measure of a portfolio’s performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

# Growth Over Time

As of June 30, 2019

**Moulton Niguel Water District Operating Reserve**  
Growth of \$1 Million



Historical return on \$1 million invested in September 1995

	6/30/2019	Return
<b>Operating Reserve Fund</b>	\$2,955,950	4.67%
ICE BAML 1-10 Yr US Treasury/Agency Index	\$2,733,591	4.33%
<b>LAIF</b>	\$1,885,253	2.71%

## Section 3 | Portfolio Holdings



# Holdings Report

As of June 30, 2019

## Moulton Niguel Water District Liquid Fund - Account #41

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	16,730,944.66	Various 2.41%	16,730,944.66 16,730,944.66	1.00 2.41%	16,730,944.66 96,933.89	100.00% 0.00	NR / NR NR	0.00 0.00
<b>TOTAL LAIF</b>		<b>16,730,944.66</b>	<b>2.41%</b>	<b>16,730,944.66</b>	<b>2.41%</b>	<b>16,730,944.66</b> <b>96,933.89</b>	<b>100.00%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>TOTAL PORTFOLIO</b>		<b>16,730,944.66</b>	<b>2.41%</b>	<b>16,730,944.66</b>	<b>2.41%</b>	<b>16,730,944.66</b> <b>96,933.89</b>	<b>100.00%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>TOTAL MARKET VALUE PLUS ACCRUALS</b>						<b>16,827,878.55</b>			

# Holdings Report

## Moulton Niguel Water District Limited Maturity - Account #42

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
89237RAB4	Toyota Auto Receivable 2017-C A2A 1.580% Due 07/15/2020	379,661.94	07/27/2018 2.13%	377,808.12 377,808.12	99.93 2.60%	379,387.71 266.61	2.41% 1,579.59	Aaa / AAA NR	1.04 0.07
47788EAB4	John Deere Owner Trust 2018-B A2 2.830% Due 04/15/2021	398,501.03	07/18/2018 2.84%	398,484.69 398,484.69	100.18 2.37%	399,201.19 501.23	2.53% 716.50	Aaa / NR AAA	1.79 0.37
89190BAD0	Toyota Auto Receivables Owner 2017-B A3 1.760% Due 07/15/2021	875,076.51	09/25/2018 2.77%	864,924.26 864,924.26	99.72 2.30%	872,605.28 684.50	5.54% 7,681.02	Aaa / AAA NR	2.04 0.53
43811BAC8	Honda Auto Receivables 2017-2 A3 1.680% Due 08/16/2021	709,125.51	10/18/2018 2.63%	699,513.54 699,513.54	99.71 2.16%	707,093.11 529.48	4.49% 7,579.57	Aaa / AAA NR	2.13 0.60
17305EGH2	Citibank Credit Card Issuance 2017-A9 A9 1.800% Due 09/20/2021	1,080,000.00	10/18/2018 2.44%	1,068,862.50 1,068,862.50	99.86 2.44%	1,078,519.32 5,454.00	6.87% 9,656.82	NR / AAA AAA	2.23 0.21
47788BAD6	John Deere Owner Trust 2017-B A3 1.820% Due 10/15/2021	437,683.17	07/17/2018 3.17%	430,929.86 430,929.86	99.74 2.27%	436,557.81 354.04	2.77% 5,627.95	Aaa / NR AAA	2.30 0.58
65478GAD2	Nissan Auto Receivables Owner 2017-B A3 1.750% Due 10/15/2021	1,000,000.00	11/06/2018 3.10%	984,492.19 984,492.19	99.69 2.26%	996,935.00 777.78	6.33% 12,442.81	Aaa / NR AAA	2.30 0.61
05EFW0	Citibank Credit Card Issuance 2016-A1 A1 1.750% Due 11/19/2021	600,000.00	11/29/2018 2.48%	592,640.63 592,640.63	99.80 2.29%	598,793.40 1,225.00	3.80% 6,152.77	Aaa / AAA AAA	2.39 0.37
161571HE7	Chase CHAIT Pool # 2016-A4 1.490% Due 07/15/2022	2,000,000.00	09/07/2018 2.91%	1,947,578.13 1,947,578.13	99.38 2.11%	1,987,558.00 1,324.44	12.61% 39,979.87	NR / AAA AAA	3.04 1.01
02587AAJ3	American Express Credit 2017-1 1.930% Due 09/15/2022	2,000,000.00	07/16/2018 2.93%	1,969,921.88 1,969,921.88	99.80 2.27%	1,995,910.00 1,715.56	12.67% 25,988.12	Aaa / NR AAA	3.21 0.61
<b>TOTAL ABS</b>		<b>9,480,048.16</b>	<b>2.79%</b>	<b>9,335,155.80</b>	<b>2.27%</b>	<b>9,452,560.82</b>	<b>60.02%</b> <b>117,405.02</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>2.54</b> <b>0.59</b>
<b>Agency</b>									
3137EADK2	FHLMC Note 1.250% Due 08/01/2019	250,000.00	01/04/2013 1.35%	248,450.00 248,450.00	99.92 2.21%	249,790.50 1,302.08	1.59% 1,340.50	Aaa / AA+ AAA	0.09 0.09
3133X8AS1	FHLB Note 5.125% Due 08/15/2019	2,000,000.00	06/07/2011 3.02%	2,303,860.00 2,303,860.00	100.34 2.34%	2,006,828.00 38,722.22	12.97% (297,032.00)	Aaa / AA+ AAA	0.13 0.12
3133ECPD0	FFCB Note 1.420% Due 05/13/2020	815,000.00	05/22/2013 1.63%	803,500.35 803,500.35	99.47 2.04%	810,676.43 1,543.07	5.15% 7,176.08	Aaa / AA+ AAA	0.87 0.86
<b>TOTAL Agency</b>		<b>3,065,000.00</b>	<b>2.52%</b>	<b>3,355,810.35</b>	<b>2.25%</b>	<b>3,067,294.93</b> <b>41,567.37</b>	<b>19.71%</b> <b>(288,515.42)</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>0.32</b> <b>0.31</b>

# Holdings Report

As of June 30, 2019

## Moulton Niguel Water District Limited Maturity - Account #42

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>Money Market Fund FI</b>									
94975J466	Wells Fargo Advantage Government MMF	774,688.21	Various 2.13%	774,688.21 774,688.21	1.00 2.13%	774,688.21 0.00	4.91% 0.00	Aaa / AAA NR	0.00 0.00
<b>TOTAL Money Market Fund FI</b>		<b>774,688.21</b>	<b>2.13%</b>	<b>774,688.21</b>	<b>2.13%</b>	<b>774,688.21</b>	<b>4.91%</b>	<b>Aaa / AAA</b>	<b>0.00</b>
<b>Negotiable CD</b>									
96130ABJ6	Westpac Banking Corp NY Yankee CD 2.970% Due 09/13/2019	1,200,000.00	12/13/2018 2.97%	1,200,000.00 1,200,000.00	100.00 2.97%	1,200,000.00 19,701.00	7.73% 0.00	P-1 / A-1+ F-1+	0.21 0.20
<b>TOTAL Negotiable CD</b>		<b>1,200,000.00</b>	<b>2.97%</b>	<b>1,200,000.00</b>	<b>2.97%</b>	<b>1,200,000.00</b>	<b>7.73%</b>	<b>Aaa / AAA</b>	<b>0.21</b>
<b>US Corporate</b>									
06HCW7	Bank of New York Callable Note Cont 8/11/2019 2.300% Due 09/11/2019	450,000.00	11/19/2014 2.25%	451,017.00 451,017.00	100.00 2.27%	450,012.15 3,162.50	2.87% (1,004.85)	A1 / A AA-	0.20 0.11
<b>TOTAL US Corporate</b>		<b>450,000.00</b>	<b>2.25%</b>	<b>451,017.00</b>	<b>2.27%</b>	<b>450,012.15</b>	<b>2.87%</b>	<b>A1 / A</b>	<b>0.20</b>
<b>US Treasury</b>									
912828U73	US Treasury Note 1.375% Due 12/15/2019	750,000.00	01/24/2019 2.57%	742,207.03 742,207.03	99.68 2.07%	747,627.00 450.82	4.74% 5,419.97	Aaa / AA+ AAA	0.46 0.45
<b>TOTAL US Treasury</b>		<b>750,000.00</b>	<b>2.57%</b>	<b>742,207.03</b>	<b>2.07%</b>	<b>747,627.00</b>	<b>4.74%</b>	<b>Aaa / AA+</b>	<b>0.46</b>
<b>TOTAL PORTFOLIO</b>		<b>15,719,736.37</b>	<b>2.69%</b>	<b>15,858,878.39</b>	<b>2.30%</b>	<b>15,692,183.11</b>	<b>100.00%</b>	<b>Aaa / AAA</b>	<b>1.63</b>
<b>TOTAL MARKET VALUE PLUS ACCRUALS</b>						<b>15,769,897.44</b>			

# Holdings Report

## Moulton Niguel Water District Operating Reserve - Account #40

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
89238BAB8	Toyota Auto Receivables Owner 2018-A A2A 2.100% Due 10/15/2020	385,188.47	01/23/2018 2.12%	385,149.11 385,149.11	99.93 2.49%	384,914.55 359.51	0.45% (234.56)	Aaa / AAA NR	1.30 0.19
47787XAC1	John Deere Owner Trust 2017-A A3 1.780% Due 04/15/2021	305,015.76	06/01/2018 2.65%	301,989.43 301,989.43	99.80 2.35%	304,402.04 241.30	0.36% 2,412.61	Aaa / NR AAA	1.79 0.36
47788BAD6	John Deere Owner Trust 2017-B A3 1.820% Due 10/15/2021	640,314.28	Various 2.48%	635,108.01 635,108.01	99.74 2.27%	638,667.92 517.94	0.75% 3,559.91	Aaa / NR AAA	2.30 0.58
47788CAC6	John Deere Owner Trust 2016-B A4 2.660% Due 04/18/2022	265,000.00	02/21/2018 2.68%	264,980.95 264,980.95	100.46 2.21%	266,213.70 313.29	0.31% 1,232.75	Aaa / NR AAA	2.80 0.97
<b>TOTAL ABS</b>		<b>1,595,518.51</b>	<b>2.46%</b>	<b>1,587,227.50</b>	<b>2.33%</b>	<b>1,594,198.21</b> <b>1,432.04</b>	<b>1.86%</b> <b>6,970.71</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>2.04</b> <b>0.51</b>
<b>Agency</b>									
3133XDVS7	FHLB Note 5.250% Due 12/11/2020	1,825,000.00	07/07/2011 3.54%	2,073,346.00 2,073,346.00	104.72 1.93%	1,911,141.83 5,322.92	2.24% (162,204.17)	Aaa / AA+ AAA	1.45 1.40
5G0H55	FNMA Note 1.875% Due 12/28/2020	1,665,000.00	11/13/2015 1.88%	1,664,850.15 1,664,850.15	99.98 1.89%	1,664,740.26 260.16	1.94% (109.89)	Aaa / AA+ AAA	1.50 1.47
880591EL2	Tennessee Valley Authority Note 3.875% Due 02/15/2021	2,120,000.00	04/06/2011 3.87%	2,121,611.20 2,121,611.20	103.17 1.88%	2,187,295.16 31,034.44	2.59% 65,683.96	Aaa / AA+ AAA	1.63 1.56
3130A7CV5	FHLB Note 1.375% Due 02/18/2021	1,580,000.00	02/17/2016 1.46%	1,573,616.80 1,573,616.80	99.27 1.83%	1,568,399.64 8,026.18	1.84% (5,217.16)	Aaa / AA+ AAA	1.64 1.60
3135G0J20	FNMA Note 1.375% Due 02/26/2021	1,800,000.00	04/21/2016 1.45%	1,793,466.00 1,793,466.00	99.23 1.85%	1,786,158.00 8,593.75	2.09% (7,308.00)	Aaa / AA+ AAA	1.66 1.62
3135G0K69	FNMA Note 1.250% Due 05/06/2021	1,850,000.00	07/22/2016 1.27%	1,848,649.50 1,848,649.50	98.97 1.82%	1,830,993.10 3,532.99	2.14% (17,656.40)	Aaa / AA+ AAA	1.85 1.81
3133752P1	FHLB Note 3.500% Due 07/29/2021	2,925,000.00	08/03/2011 3.19%	3,003,185.25 3,003,185.25	103.34 1.85%	3,022,744.73 43,225.00	3.58% 19,559.48	Aaa / AA+ AAA	2.08 1.98
3137EAEC9	FHLMC Note 1.125% Due 08/12/2021	1,300,000.00	08/16/2016 1.32%	1,287,585.00 1,287,585.00	98.58 1.81%	1,281,519.20 5,646.88	1.50% (6,065.80)	Aaa / AA+ AAA	2.12 2.07
3137EADB2	FHLMC Note 2.375% Due 01/13/2022	2,000,000.00	01/27/2016 1.78%	2,066,660.00 2,066,660.00	101.48 1.78%	2,029,548.00 22,166.67	2.39% (37,112.00)	Aaa / AA+ AAA	2.54 2.43
3130A5P45	FHLB Note 2.375% Due 06/10/2022	1,850,000.00	07/24/2015 2.31%	1,857,751.50 1,857,751.50	101.60 1.81%	1,879,587.05 2,563.02	2.20% 21,835.55	Aaa / AA+ AAA	2.95 2.83
880591EN8	Tennessee Valley Authority Note 1.875% Due 08/15/2022	2,585,000.00	Various 2.03%	2,550,760.80 2,550,760.80	100.07 1.85%	2,586,724.20 18,310.42	3.04% 35,963.40	Aaa / AA+ AAA	3.13 3.00

# Holdings Report

As of June 30, 2019

## Moulton Niguel Water District Operating Reserve - Account #40

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3135G0T78	FNMA Note 2.000% Due 10/05/2022	900,000.00	10/05/2017 2.01%	899,406.00 899,406.00	100.70 1.78%	906,298.20 4,300.00	1.06% 6,892.20	Aaa / AA+ AAA	3.27 3.13
313383YJ4	FHLB Note 3.375% Due 09/08/2023	325,000.00	11/29/2018 3.00%	330,401.50 330,401.50	106.35 1.79%	345,644.00 3,442.97	0.41% 15,242.50	Aaa / AA+ NR	4.19 3.88
3135G0ZR7	FNMA Note 2.625% Due 09/06/2024	1,400,000.00	10/29/2014 2.68%	1,393,896.00 1,393,896.00	103.77 1.86%	1,452,812.20 11,739.58	1.71% 58,916.20	Aaa / AA+ AAA	5.19 4.80
880591ER9	Tennessee Valley Authority Note 2.875% Due 09/15/2024	1,500,000.00	02/27/2019 2.65%	1,517,325.00 1,517,325.00	103.78 2.10%	1,556,668.50 12,697.92	1.83% 39,343.50	Aaa / AA+ AAA	5.22 4.79
3135G0K36	FNMA Note 2.125% Due 04/24/2026	1,900,000.00	Various 2.16%	1,893,849.00 1,893,849.00	100.73 2.01%	1,913,835.80 7,514.24	2.24% 19,986.80	Aaa / AA+ AAA	6.82 6.30
3130AGFP5	FHLB Note 2.500% Due 06/12/2026	1,650,000.00	06/17/2019 2.19%	1,683,280.50 1,683,280.50	102.52 2.11%	1,691,553.60 5,843.75	1.98% 8,273.10	Aaa / AA+ NR	6.96 6.34
3130A2VE3	FHLB Note 3.000% Due 09/11/2026	500,000.00	05/25/2017 2.61%	516,110.00 516,110.00	105.81 2.13%	529,035.50 4,583.33	0.62% 12,925.50	Aaa / AA+ NR	7.21 6.43
3135G0Q22	FNMA Note 1.875% Due 09/24/2026	1,275,000.00	12/14/2016 2.97%	1,157,190.00 1,157,190.00	98.98 2.03%	1,262,005.20 6,441.41	1.48% 104,815.20	Aaa / AA+ AAA	7.24 6.69
3130ACKB9	FHLB Note 2.625% Due 09/10/2027	1,600,000.00	11/20/2017 2.68%	1,592,032.00 1,592,032.00	102.99 2.22%	1,647,868.80 12,950.00	1.94% 55,836.80	Aaa / AA+ NR	8.20 7.30
3130AEB25	FHLB Note 3.250% Due 06/09/2028	1,500,000.00	01/29/2019 3.13%	1,514,355.00 1,514,355.00	108.03 2.25%	1,620,394.50 2,979.17	1.89% 106,039.50	Aaa / AA+ NR	8.95 7.78
3130AG3X1	FHLB Note 2.875% Due 03/09/2029	430,000.00	04/22/2019 2.90%	428,968.00 428,968.00	104.45 2.36%	449,144.89 3,537.05	0.53% 20,176.89	Aaa / AA+ NR	9.70 8.39
3130AGDY8	FHLB Note 2.750% Due 06/08/2029	545,000.00	06/21/2019 2.42%	560,930.35 560,930.35	103.48 2.35%	563,980.17 2,414.65	0.66% 3,049.82	Aaa / AA+ NR	9.95 8.65
<b>TOTAL Agency</b>		<b>35,025,000.00</b>	<b>2.41%</b>	<b>35,329,225.55</b>	<b>1.94%</b>	<b>35,688,092.53</b> <b>227,126.50</b>	<b>41.91%</b> <b>358,866.98</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>3.96</b> <b>3.65</b>
<b>CMO</b>									
3137B5JM6	FHLMC K034 A2 3.531% Due 07/25/2023	1,275,000.00	08/28/2018 3.03%	1,302,043.95 1,302,043.95	105.34 2.08%	1,343,026.35 3,751.69	1.57% 40,982.40	NR / NR AAA	4.07 3.68
3137B4WB8	FHLMC K033 A2 3.060% Due 07/25/2023	1,200,000.00	10/19/2018 3.64%	1,184,718.75 1,184,718.75	103.57 2.07%	1,242,832.78 612.00	1.45% 58,114.03	Aaa / NR NR	4.07 3.68
3137B7YY9	FHLMC K037 A2 3.490% Due 01/25/2024	600,000.00	06/26/2019 2.08%	633,773.44 633,773.44	105.53 2.12%	633,150.00 1,745.00	0.74% (623.44)	NR / AAA NR	4.58 4.03

## Moulton Niguel Water District Operating Reserve - Account #40

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3137BYPQ7	FHLMC K726 A2 2.905% Due 04/25/2024	1,300,000.00	04/22/2019 2.72%	1,309,292.97 1,309,292.97	103.31 2.12%	1,343,044.25 3,147.08	1.57% 33,751.28	NR / AAA NR	4.82 4.30
<b>TOTAL CMO</b>		<b>4,375,000.00</b>	<b>2.97%</b>	<b>4,429,829.11</b>	<b>2.09%</b>	<b>4,562,053.38</b> <b>9,255.77</b>	<b>5.33%</b> <b>132,224.27</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>4.36</b> <b>3.91</b>
<b>Foreign Corporate</b>									
404280BA6	HSBC Holdings PLC Note 3.600% Due 05/25/2023	1,050,000.00	10/18/2018 4.00%	1,032,465.00 1,032,465.00	104.04 2.51%	1,092,388.50 3,780.00	1.28% 59,923.50	A2 / A AA-	3.90 3.62
89114QC48	Toronto Dominion Bank Note 3.500% Due 07/19/2023	1,000,000.00	07/27/2018 3.56%	997,100.00 997,100.00	104.91 2.23%	1,049,116.00 15,750.00	1.24% 52,016.00	Aa1 / AA- AA-	4.05 3.72
<b>TOTAL Foreign Corporate</b>		<b>2,050,000.00</b>	<b>3.79%</b>	<b>2,029,565.00</b>	<b>2.37%</b>	<b>2,141,504.50</b> <b>19,530.00</b>	<b>2.52%</b> <b>111,939.50</b>	<b>A1 / A+</b> <b>AA-</b>	<b>3.98</b> <b>3.67</b>
<b>Money Market Fund FI</b>									
75J466	Wells Fargo Advantage Government MMF	57,999.26	Various 2.13%	57,999.26 57,999.26	1.00 2.13%	57,999.26 0.00	0.07% 0.00	Aaa / AAA NR	0.00 0.00
<b>TOTAL Money Market Fund FI</b>		<b>57,999.26</b>	<b>2.13%</b>	<b>57,999.26</b>	<b>2.13%</b>	<b>57,999.26</b> <b>0.00</b>	<b>0.07%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>Supranational</b>									
45950KCM0	International Finance Corp Note 2.250% Due 01/25/2021	665,000.00	01/18/2018 2.35%	663,044.90 663,044.90	100.53 1.91%	668,517.85 6,483.75	0.79% 5,472.95	Aaa / AAA NR	1.58 1.52
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 01/18/2022	1,870,000.00	01/10/2017 2.15%	1,867,699.90 1,867,699.90	100.80 1.80%	1,884,911.38 17,992.26	2.22% 17,211.48	Aaa / NR AAA	2.56 2.45
4581X0CZ9	Inter-American Dev Bank Note 1.750% Due 09/14/2022	1,600,000.00	Various 2.50%	1,548,050.00 1,548,050.00	99.85 1.80%	1,597,635.20 8,322.22	1.87% 49,585.20	NR / NR AAA	3.21 3.09
<b>TOTAL Supranational</b>		<b>4,135,000.00</b>	<b>2.32%</b>	<b>4,078,794.80</b>	<b>1.82%</b>	<b>4,151,064.43</b> <b>32,798.23</b>	<b>4.88%</b> <b>72,269.63</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>2.65</b> <b>2.55</b>
<b>US Corporate</b>									
713448CS5	PepsiCo Inc Callable Note Cont 3/30/2020 1.850% Due 04/30/2020	970,000.00	04/27/2015 1.86%	969,447.10 969,447.10	99.74 2.16%	967,510.98 3,040.68	1.13% (1,936.12)	A1 / A+ A	0.84 0.82
747525AD5	Qualcomm Inc Note 2.250% Due 05/20/2020	1,340,000.00	05/13/2015 2.25%	1,340,302.10 1,340,302.10	99.97 2.29%	1,339,563.16 3,433.76	1.57% (738.94)	A2 / A- NR	0.89 0.87
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 03/01/2021	1,230,000.00	05/16/2016 1.84%	1,251,561.90 1,251,561.90	100.28 2.05%	1,233,408.33 9,110.20	1.45% (18,153.57)	Aaa / AA+ NR	1.67 1.62

# Holdings Report

As of June 30, 2019

## Moulton Niguel Water District Operating Reserve - Account #40

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
857477AV5	State Street Bank Note 1.950% Due 05/19/2021	1,255,000.00	05/18/2016 2.02%	1,250,557.30 1,250,557.30	99.74 2.09%	1,251,729.47 2,855.13	1.46% 1,172.17	A1 / A AA-	1.89 1.84
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.550% Due 08/08/2021	870,000.00	Various 1.57%	868,966.50 868,966.50	99.15 1.96%	862,592.82 5,356.55	1.01% (6,373.68)	Aaa / AAA AA+	2.11 2.05
69371RN44	Paccar Financial Corp Note 1.650% Due 08/11/2021	1,102,000.00	Various 2.39%	1,075,704.67 1,075,704.67	98.92 2.17%	1,090,128.15 7,071.16	1.28% 14,423.48	A1 / A+ NR	2.12 2.05
68389XBK0	Oracle Corp Callable Note Cont 8/01/21 1.900% Due 09/15/2021	1,350,000.00	10/05/2016 1.93%	1,347,988.50 1,347,988.50	99.49 2.14%	1,343,166.30 7,552.50	1.58% (4,822.20)	A1 / A- A	2.21 2.14
89233P5T9	Toyota Motor Credit Corp Note 3.300% Due 01/12/2022	1,000,000.00	05/16/2018 3.35%	998,429.70 998,429.70	102.82 2.15%	1,028,227.00 15,491.67	1.22% 29,797.30	Aa3 / AA- A+	2.54 2.39
91159HHP8	US Bancorp Callable Cont 12/23/2021 2.625% Due 01/24/2022	575,000.00	01/19/2017 2.66%	574,011.00 574,011.00	101.07 2.18%	581,146.75 6,582.55	0.69% 7,135.75	A1 / A+ AA-	2.57 2.37
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 02/17/2022	1,015,000.00	Various 2.53%	1,020,132.25 1,020,132.25	100.86 2.28%	1,023,683.33 9,917.40	1.21% 3,551.08	A2 / A A+	2.64 2.43
44932HAC7	IBM Credit Corp Note 2.200% Due 09/08/2022	915,000.00	11/29/2017 2.58%	899,518.20 899,518.20	99.75 2.28%	912,736.29 6,318.58	1.07% 13,218.09	A1 / A A	3.19 3.04
-35- 833DC1	Apple Inc Callable Note Cont 08/12/2022 2.100% Due 09/12/2022	1,050,000.00	09/12/2017 2.23%	1,043,626.50 1,043,626.50	100.25 2.02%	1,052,655.45 6,676.25	1.24% 9,028.95	Aa1 / AA+ NR	3.21 2.98
06051GEU9	Bank of America Corp Note 3.300% Due 01/11/2023	1,000,000.00	03/09/2018 3.44%	993,910.00 993,910.00	103.08 2.39%	1,030,777.00 15,583.33	1.22% 36,867.00	A2 / A- A+	3.54 3.28
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.650% Due 01/25/2023	1,100,000.00	04/13/2018 3.24%	1,071,411.00 1,071,411.00	101.24 2.28%	1,113,682.90 12,631.67	1.31% 42,271.90	A2 / A A	3.58 3.28
24422ERT8	John Deere Capital Corp Note 2.800% Due 01/27/2023	1,100,000.00	05/22/2018 3.47%	1,068,551.00 1,068,551.00	101.72 2.30%	1,118,921.10 13,175.56	1.32% 50,370.10	A2 / A A	3.58 3.35
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.750% Due 03/15/2023	900,000.00	07/13/2018 3.23%	881,460.00 881,460.00	101.62 2.27%	914,540.40 7,287.50	1.08% 33,080.40	Aa2 / AA A+	3.71 3.34
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.400% Due 06/26/2023	715,000.00	Various 3.41%	714,814.15 714,814.15	105.10 2.03%	751,485.02 337.64	0.88% 36,670.87	Aa2 / AA AA	3.99 3.66
02665WCJ8	American Honda Finance Note 3.450% Due 07/14/2023	325,000.00	07/11/2018 3.49%	324,437.75 324,437.75	104.30 2.33%	338,963.63 5,201.35	0.40% 14,525.88	A2 / A NR	4.04 3.71
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	790,000.00	10/03/2018 3.64%	789,352.20 789,352.20	105.24 2.33%	831,407.06 6,443.44	0.98% 42,054.86	A2 / A NR	4.28 3.93
<b>TOTAL US Corporate</b>		<b>18,602,000.00</b>	<b>2.62%</b>	<b>18,484,181.82</b>	<b>2.19%</b>	<b>18,786,325.14</b> <b>144,066.92</b>	<b>22.09%</b> <b>302,143.32</b>	<b>A1 / A+</b> <b>A+</b>	<b>2.64</b> <b>2.48</b>

# Holdings Report

## Moulton Niguel Water District Operating Reserve - Account #40

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>US Treasury</b>									
912828RC6	US Treasury Note 2.125% Due 08/15/2021	1,175,000.00	02/28/2014 2.23%	1,166,421.69 1,166,421.69	100.76 1.76%	1,183,949.98 9,380.52	1.39% 17,528.29	Aaa / AA+ AAA	2.13 2.06
912828RR3	US Treasury Note 2.000% Due 11/15/2021	1,550,000.00	01/18/2012 1.90%	1,563,689.80 1,563,689.80	100.65 1.72%	1,560,110.65 3,959.24	1.83% (3,579.15)	Aaa / AA+ AAA	2.38 2.31
912828SF8	US Treasury Note 2.000% Due 02/15/2022	1,025,000.00	07/31/2014 2.33%	1,001,701.37 1,001,701.37	100.71 1.72%	1,032,246.75 7,701.66	1.21% 30,545.38	Aaa / AA+ AAA	2.63 2.53
912828SV3	US Treasury Note 1.750% Due 05/15/2022	2,000,000.00	07/29/2013 2.41%	1,895,945.50 1,895,945.50	100.07 1.72%	2,001,484.00 4,470.11	2.34% 105,538.50	Aaa / AA+ AAA	2.88 2.79
912828TJ9	US Treasury Note 1.625% Due 08/15/2022	2,000,000.00	Various 2.17%	1,910,562.70 1,910,562.70	99.70 1.73%	1,993,906.00 12,209.94	2.34% 83,343.30	Aaa / AA+ AAA	3.13 3.02
912828TY6	US Treasury Note 1.625% Due 11/15/2022	1,600,000.00	05/27/2014 2.37%	1,509,318.90 1,509,318.90	99.67 1.73%	1,594,688.00 3,320.65	1.86% 85,369.10	Aaa / AA+ AAA	3.38 3.26
912828VB3	US Treasury Note 1.750% Due 05/15/2023	1,800,000.00	Various 2.37%	1,713,425.18 1,713,425.18	100.05 1.74%	1,800,984.60 4,023.10	2.11% 87,559.42	Aaa / AA+ AAA	3.88 3.72
912828B66	US Treasury Note 2.750% Due 02/15/2024	1,725,000.00	Various 1.97%	1,819,091.87 1,819,091.87	104.42 1.75%	1,801,277.78 17,821.82	2.12% (17,814.09)	Aaa / AA+ AAA	4.63 4.30
912828J27	US Treasury Note 2.000% Due 02/15/2025	2,000,000.00	08/15/2017 2.15%	1,979,929.88 1,979,929.88	101.02 1.81%	2,020,312.00 15,027.62	2.38% 40,382.12	Aaa / AA+ AAA	5.64 5.26
912828M56	US Treasury Note 2.250% Due 11/15/2025	1,400,000.00	01/25/2018 2.64%	1,361,828.13 1,361,828.13	102.41 1.85%	1,433,742.80 4,023.10	1.68% 71,914.67	Aaa / AA+ AAA	6.38 5.91
912828R36	US Treasury Note 1.625% Due 05/15/2026	1,800,000.00	Various 2.00%	1,753,064.10 1,753,064.10	98.42 1.87%	1,771,594.20 3,735.73	2.07% 18,530.10	Aaa / AA+ AAA	6.88 6.46
<b>TOTAL US Treasury</b>		<b>18,075,000.00</b>	<b>2.22%</b>	<b>17,674,979.12</b>	<b>1.76%</b>	<b>18,194,296.76</b> <b>85,673.49</b>	<b>21.33%</b> <b>519,317.64</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>4.09</b> <b>3.87</b>
<b>TOTAL PORTFOLIO</b>		<b>83,915,517.77</b>	<b>2.48%</b>	<b>83,671,802.16</b>	<b>1.98%</b>	<b>85,175,534.21</b> <b>519,882.95</b>	<b>100.00%</b> <b>1,503,732.05</b>	<b>Aa1 / AA</b> <b>Aaa</b>	<b>3.62</b> <b>3.34</b>
<b>TOTAL MARKET VALUE PLUS ACCRUALS</b>						<b>85,695,417.16</b>			



# Holdings Report

As of June 30, 2019

## Moulton Niguel Water District 2015 REV REF RSV - Account #46

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>Agency</b>									
313378J77	FHLB Note 1.875% Due 03/13/2020	95,000.00	04/19/2016 1.20%	97,449.10 97,449.10	99.84 2.10%	94,852.28 534.38	7.28% (2,596.82)	Aaa / AA+ NR	0.70 0.69
3130A7CV5	FHLB Note 1.375% Due 02/18/2021	95,000.00	04/12/2016 1.34%	95,171.00 95,171.00	99.27 1.83%	94,302.51 482.59	7.23% (868.49)	Aaa / AA+ AAA	1.64 1.60
3135G0Q89	FNMA Note 1.375% Due 10/07/2021	95,000.00	Various 1.61%	94,023.65 94,023.65	99.00 1.82%	94,054.66 304.79	7.20% 31.01	Aaa / AA+ AAA	2.27 2.22
3135G0S38	FNMA Note 2.000% Due 01/05/2022	90,000.00	04/24/2017 1.92%	90,320.40 90,320.40	100.52 1.79%	90,472.14 880.00	6.97% 151.74	Aaa / AA+ AAA	2.52 2.42
3135G0T78	FNMA Note 2.000% Due 10/05/2022	120,000.00	01/09/2018 2.36%	118,074.00 118,074.00	100.70 1.78%	120,839.76 573.33	9.26% 2,765.76	Aaa / AA+ AAA	3.27 3.13
3135G0T94	FNMA Note 2.375% Due 01/19/2023	100,000.00	06/13/2018 2.91%	97,733.00 97,733.00	101.97 1.80%	101,965.50 1,068.75	7.86% 4,232.50	Aaa / AA+ AAA	3.56 3.36
3137EAEN5	FHLMC Note 2.750% Due 06/19/2023	100,000.00	09/14/2018 2.97%	99,024.00 99,024.00	103.54 1.82%	103,539.50 91.67	7.91% 4,515.50	Aaa / AA+ AAA	3.97 3.75
3137EAEN5	FHLB Note 3.375% Due 12/08/2023	100,000.00	02/21/2019 2.62%	103,378.00 103,378.00	106.39 1.87%	106,387.10 215.63	8.13% 3,009.10	Aaa / AA+ AAA	4.44 4.12
<b>TOTAL Agency</b>		<b>795,000.00</b>	<b>2.15%</b>	<b>795,173.15</b>	<b>1.85%</b>	<b>806,413.45</b>	<b>61.84%</b>	<b>Aaa / AA+</b>	<b>2.86</b>
<b>Cash</b>									
90CASH\$00	Cash Custodial Cash Account	8,409.78	Various 0.00%	8,409.78 8,409.78	1.00 0.00%	8,409.78 0.00	0.64% 0.00	NR / NR NR	0.00 0.00
<b>TOTAL Cash</b>		<b>8,409.78</b>	<b>0.00%</b>	<b>8,409.78</b>	<b>0.00%</b>	<b>8,409.78</b>	<b>0.64%</b>	<b>NR / NR</b>	<b>0.00</b>
<b>US Treasury</b>									
912828UV0	US Treasury Note 1.125% Due 03/31/2020	25,000.00	04/14/2016 1.10%	25,026.45 25,026.45	99.34 2.01%	24,835.95 70.70	1.90% (190.50)	Aaa / AA+ AAA	0.75 0.74
912828WCO	US Treasury Note 1.750% Due 10/31/2020	95,000.00	04/14/2016 1.21%	97,263.99 97,263.99	99.83 1.88%	94,836.70 280.10	7.26% (2,427.29)	Aaa / AA+ AAA	1.34 1.31
912828WN6	US Treasury Note 2.000% Due 05/31/2021	70,000.00	07/11/2016 1.01%	73,281.48 73,281.48	100.43 1.77%	70,300.79 118.58	5.37% (2,980.69)	Aaa / AA+ AAA	1.92 1.87
912828G53	US Treasury Note 1.875% Due 11/30/2021	100,000.00	01/18/2017 1.89%	99,926.12 99,926.12	100.32 1.74%	100,316.40 158.81	7.67% 390.28	Aaa / AA+ AAA	2.42 2.35

# Holdings Report

## Moulton Niguel Water District 2015 REV REF RSV - Account #46

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
912828L24	US Treasury Note 1.875% Due 08/31/2022	100,000.00	09/18/2017 1.84%	100,172.21 100,172.21	100.45 1.73%	100,449.20 626.70	7.71% 276.99	Aaa / AA+ AAA	3.17 3.05
912828T91	US Treasury Note 1.625% Due 10/31/2023	100,000.00	06/18/2019 1.84%	99,117.19 99,117.19	99.50 1.75%	99,500.00 273.78	7.61% 382.81	Aaa / AA+ AAA	4.34 4.15
<b>TOTAL US Treasury</b>		<b>490,000.00</b>	<b>1.57%</b>	<b>494,787.44</b>	<b>1.78%</b>	<b>490,239.04</b> <b>1,528.67</b>	<b>37.52%</b> <b>(4,548.40)</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>2.60</b> <b>2.51</b>
<b>TOTAL PORTFOLIO</b>		<b>1,293,409.78</b>	<b>1.92%</b>	<b>1,298,370.37</b>	<b>1.81%</b>	<b>1,305,062.27</b> <b>5,679.81</b>	<b>100.00%</b> <b>6,691.90</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>2.74</b> <b>2.62</b>
<b>TOTAL MARKET VALUE PLUS ACCRUALS</b>						<b>1,310,742.08</b>			

## Section 4 | Transactions

## Transaction Ledger

## Moulton Niguel Water District Liquid Fund - Account #41

March 31, 2019 through June 30, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	04/15/2019	90LAIF\$00	64,071.58	Local Agency Investment Fund State Pool	1.000	2.44%	64,071.58	0.00	64,071.58	0.00
<b>Subtotal</b>			<b>64,071.58</b>				<b>64,071.58</b>	<b>0.00</b>	<b>64,071.58</b>	<b>0.00</b>
Security Contribution	04/04/2019	90LAIF\$00	1,000,000.00	Local Agency Investment Fund State Pool	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Security Contribution	04/18/2019	90LAIF\$00	9,400,000.00	Local Agency Investment Fund State Pool	1.000		9,400,000.00	0.00	9,400,000.00	0.00
Security Contribution	05/02/2019	90LAIF\$00	2,800,000.00	Local Agency Investment Fund State Pool	1.000		2,800,000.00	0.00	2,800,000.00	0.00
Security Contribution	05/15/2019	90LAIF\$00	4,800,000.00	Local Agency Investment Fund State Pool	1.000		4,800,000.00	0.00	4,800,000.00	0.00
Security Contribution	06/04/2019	90LAIF\$00	2,800,000.00	Local Agency Investment Fund State Pool	1.000		2,800,000.00	0.00	2,800,000.00	0.00
Security Contribution	06/10/2019	90LAIF\$00	2,500,000.00	Local Agency Investment Fund State Pool	1.000		2,500,000.00	0.00	2,500,000.00	0.00
Security Contribution	06/20/2019	90LAIF\$00	2,750,000.00	Local Agency Investment Fund State Pool	1.000		2,750,000.00	0.00	2,750,000.00	0.00
<b>Subtotal</b>			<b>26,050,000.00</b>				<b>26,050,000.00</b>	<b>0.00</b>	<b>26,050,000.00</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>26,114,071.58</b>				<b>26,114,071.58</b>	<b>0.00</b>	<b>26,114,071.58</b>	<b>0.00</b>

# Transaction Ledger

As of June 30, 2019

## Moulton Niguel Water District Liquid Fund - Account #41

March 31, 2019 through June 30, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Security Withdrawal	04/15/2019	90LAIF\$00	1,000,000.00	Local Agency Investment Fund State Pool	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Security Withdrawal	05/14/2019	90LAIF\$00	10,000,000.00	Local Agency Investment Fund State Pool	1.000		10,000,000.00	0.00	10,000,000.00	0.00
Security Withdrawal	05/20/2019	90LAIF\$00	5,000,000.00	Local Agency Investment Fund State Pool	1.000		5,000,000.00	0.00	5,000,000.00	0.00
Security Withdrawal	06/13/2019	90LAIF\$00	2,300,000.00	Local Agency Investment Fund State Pool	1.000		2,300,000.00	0.00	2,300,000.00	0.00
Security Withdrawal	06/14/2019	90LAIF\$00	200,000.00	Local Agency Investment Fund State Pool	1.000		200,000.00	0.00	200,000.00	0.00
Security Withdrawal	06/28/2019	90LAIF\$00	1,000,000.00	Local Agency Investment Fund State Pool	1.000		1,000,000.00	0.00	1,000,000.00	0.00
<b>total</b>			<b>19,500,000.00</b>				<b>19,500,000.00</b>	<b>0.00</b>	<b>19,500,000.00</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>19,500,000.00</b>				<b>19,500,000.00</b>	<b>0.00</b>	<b>19,500,000.00</b>	<b>0.00</b>

# Transaction Ledger

## Moulton Niguel Water District Limited Maturity - Account #42

March 31, 2019 through June 30, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Maturity	04/03/2019	21684B3H5	750,000.00	RaboBank Nederland NV NY Yankee CD 1.78% Due: 04/03/2019	100.000		750,000.00	0.00	750,000.00	3,038.25
Maturity	04/29/2019	06370RTS8	1,700,000.00	Bank of Montreal Chicago Yankee CD 2.8% Due: 04/29/2019	100.000		1,700,000.00	15,205.56	1,715,205.56	-269.16
Maturity	05/31/2019	912828\$X9	475,000.00	US Treasury Note 1.125% Due: 05/31/2019	100.000		475,000.00	0.00	475,000.00	2,985.40
Maturity	06/23/2019	40434CAC9	750,000.00	HSBC USA Inc Note 2.25% Due: 06/23/2019	100.000		750,000.00	0.00	750,000.00	-3,832.50
<b>Subtotal</b>			<b>3,675,000.00</b>				<b>3,675,000.00</b>	<b>15,205.56</b>	<b>3,690,205.56</b>	<b>1,921.99</b>
<b>TOTAL DISPOSITIONS</b>			<b>3,675,000.00</b>				<b>3,675,000.00</b>	<b>15,205.56</b>	<b>3,690,205.56</b>	<b>1,921.99</b>

# Transaction Ledger

As of June 30, 2019

## Moulton Niguel Water District Operating Reserve - Account #40

March 31, 2019 through June 30, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	04/23/2019	3130AG3X1	430,000.00	FHLB Note 2.875% Due: 03/09/2029	99.760	2.90%	428,968.00	1,201.91	430,169.91	0.00
Purchase	04/25/2019	3137BYPQ7	1,300,000.00	FHLMC K726 A2 2.905% Due: 04/25/2024	100.715	2.72%	1,309,292.97	2,517.67	1,311,810.64	0.00
Purchase	06/18/2019	3130AGFP5	1,650,000.00	FHLB Note 2.5% Due: 06/12/2026	102.017	2.19%	1,683,280.50	4,354.17	1,687,634.67	0.00
Purchase	06/24/2019	912828R36	1,400,000.00	US Treasury Note 1.625% Due: 05/15/2026	98.039	1.93%	1,372,546.88	2,472.83	1,375,019.71	0.00
Purchase	06/25/2019	3130AGDY8	545,000.00	FHLB Note 2.75% Due: 06/08/2029	102.923	2.42%	560,930.35	2,164.86	563,095.21	0.00
Purchase	06/28/2019	3137B7YY9	600,000.00	FHLMC K037 A2 3.49% Due: 01/25/2024	105.629	2.08%	633,773.44	1,570.50	635,343.94	0.00
<b>43-</b>	<b>total</b>		<b>5,925,000.00</b>				<b>5,988,792.14</b>	<b>14,281.94</b>	<b>6,003,074.08</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>5,925,000.00</b>				<b>5,988,792.14</b>	<b>14,281.94</b>	<b>6,003,074.08</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Sale	04/23/2019	3135G0F73	500,000.00	FNMA Note 1.5% Due: 11/30/2020	98.520	2.45%	492,600.00	2,979.17	495,579.17	-5,680.00
Sale	04/23/2019	3137EAEC9	600,000.00	FHLMC Note 1.125% Due: 08/12/2021	97.136	2.41%	582,816.00	1,331.25	584,147.25	-11,454.00
Sale	06/13/2019	674599CK9	170,000.00	Occidental Petroleum Callable Note Cont 3/15/2022 2.6% Due: 04/15/2022	99.475	2.79%	169,107.50	712.11	169,819.61	751.40
Sale	06/18/2019	912828PX2	1,425,000.00	US Treasury Note 3.625% Due: 02/15/2021	102.781	1.91%	1,464,632.81	17,551.71	1,482,184.52	-41,030.11
Sale	06/24/2019	674599CK9	170,000.00	Occidental Petroleum Callable Note Cont 3/15/2022 2.6% Due: 04/15/2022	100.232	2.51%	170,394.40	847.17	171,241.57	2,038.30

# Transaction Ledger

## Moulton Niguel Water District Operating Reserve - Account #40

March 31, 2019 through June 30, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Sale	06/24/2019	912828RR3	450,000.00	US Treasury Note 2% Due: 11/15/2021	100.574	1.75%	452,583.98	978.26	453,562.24	-1,390.48
Sale	06/24/2019	912828SF8	1,000,000.00	US Treasury Note 2% Due: 02/15/2022	100.594	1.77%	1,005,937.50	7,127.07	1,013,064.57	28,667.88
Sale	06/25/2019	674599CK9	160,000.00	Occidental Petroleum Callable Note Cont 3/15/2022 2.6% Due: 04/15/2022	100.072	2.57%	160,115.20	808.89	160,924.09	1,662.40
Sale	06/27/2019	912828RC6	475,000.00	US Treasury Note 2.125% Due: 08/15/2021	100.734	1.77%	478,488.28	3,680.59	482,168.87	6,956.11
<b>Subtotal</b>			<b>4,950,000.00</b>				<b>4,976,675.67</b>	<b>36,016.22</b>	<b>5,012,691.89</b>	<b>-19,478.50</b>
<b>TOTAL DISPOSITIONS</b>			<b>4,950,000.00</b>				<b>4,976,675.67</b>	<b>36,016.22</b>	<b>5,012,691.89</b>	<b>-19,478.50</b>



# Transaction Ledger

As of June 30, 2019

## Moulton Niguel Water District 2015 REV REF RSV - Account #46

March 31, 2019 through June 30, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	06/19/2019	912828T91	100,000.00	US Treasury Note 1.625% Due: 10/31/2023	99.117	1.84%	99,117.19	220.79	99,337.98	0.00
<b>Subtotal</b>			<b>100,000.00</b>				<b>99,117.19</b>	<b>220.79</b>	<b>99,337.98</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>100,000.00</b>				<b>99,117.19</b>	<b>220.79</b>	<b>99,337.98</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Sale	06/19/2019	912828UQ1	20,000.00	US Treasury Note 1.25% Due: 02/29/2020	99.398	2.12%	19,879.69	75.41	19,955.10	-236.78
Sale	06/19/2019	912828UV0	75,000.00	US Treasury Note 1.125% Due: 03/31/2020	99.246	2.10%	74,434.57	184.43	74,619.00	-644.78
<b>Subtotal</b>			<b>95,000.00</b>				<b>94,314.26</b>	<b>259.84</b>	<b>94,574.10</b>	<b>-881.56</b>
<b>TOTAL DISPOSITIONS</b>			<b>95,000.00</b>				<b>94,314.26</b>	<b>259.84</b>	<b>94,574.10</b>	<b>-881.56</b>

45-1

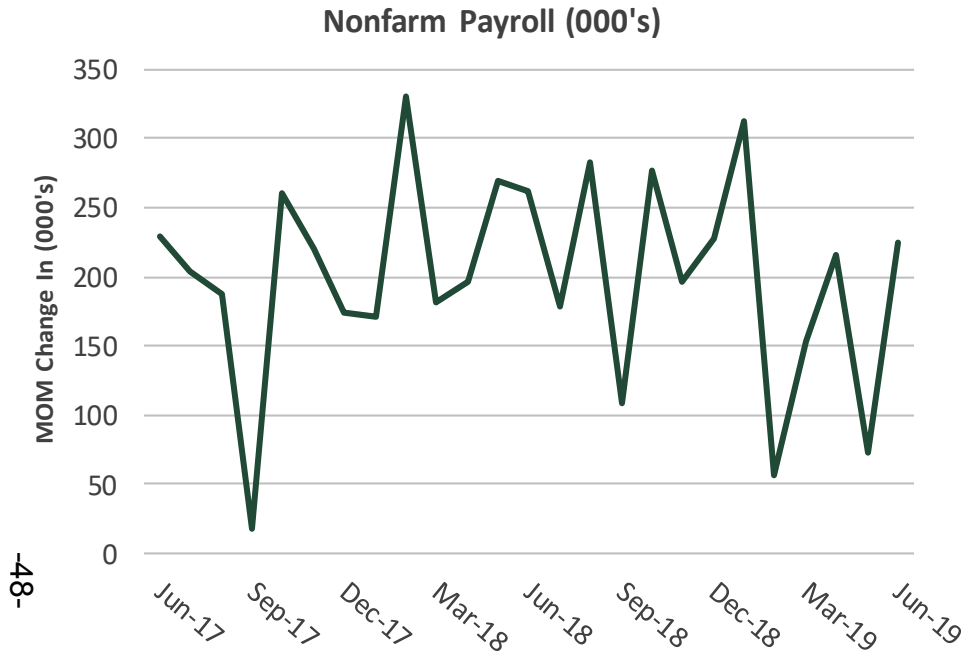
# Section 5 | Economic Update

## Economic Update

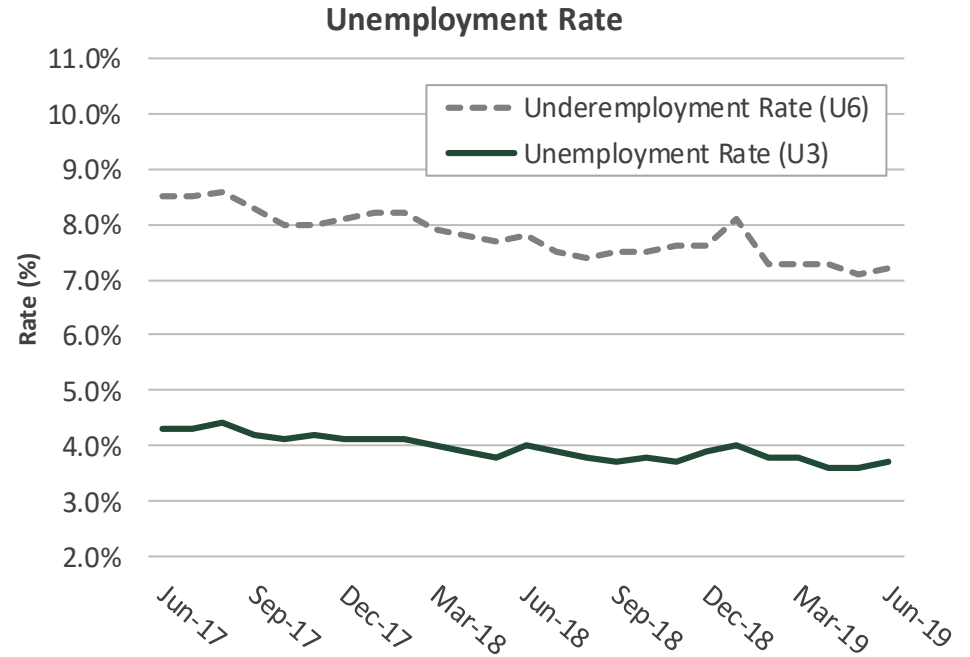
- In our view, US domestic economic data remains consistent with a slow growth environment; the US labor market is strong, wages are growing modestly, and inflation remains contained. However, headwinds to the economy have increased. Ongoing global trade disputes, slowing global economic growth, an uncertain outlook for Brexit, and geopolitical tensions have made the outlook uncertain. The trajectory of economic growth is likely to hinge on the outcome of ongoing trade negotiations as well as policy action by the major global central banks. We believe there is a high level of political pressure to make progress toward a trade agreement with China before the election cycle heats up this fall. We also believe a dovish collective stance by major global central banks should help to combat the headwinds to global economic growth.
- The Federal Open Market Committee (FOMC) kept the target fed funds rate unchanged in June at a range of 2.25%-2.50%. In the policy statement, the Fed noted that market-based measures of inflation have declined and uncertainties about the economic outlook have increased. With regard to future policy adjustments, the Fed removed the word “patient” from the policy statement, and indicated they are prepared to act as appropriate to incoming data in order to sustain the economic expansion. The Fed did not make any changes to their balance sheet normalization program, and the runoff remains on track to end in September. There was one dissenting vote amongst the FOMC members, James Bullard, who was in favor of lowering the fed funds rate by 25 basis points.
- Treasury yields declined further in June. At month-end, the 3-month T-bill yield was down 25 basis points to 2.09%, the 2-year Treasury yield was down 17 basis point to 1.76%, and the 10-year Treasury yield was down 12 basis points to 2.01%. An inversion of the yield curve in which the 10-year Treasury yield is lower than the 3-month T-bill yield is generally viewed as a powerful predictive signal of an upcoming recession. Although our 6-month forecast does not call for a recession, we believe downside risks to the economy are building. Notably, sovereign 10-year bond yields around the world were under pressure in June and the yields on both the 10-year German Bund and 10-year Japanese Government Bond remained negative at month-end.

Source: Bloomberg

# Employment



Source: US Department of Labor

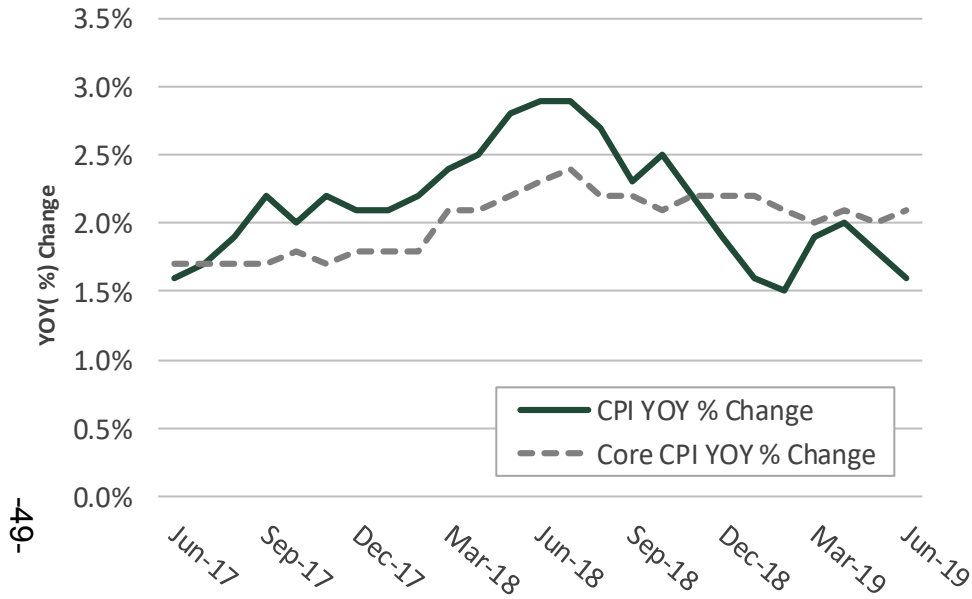


Source: US Department of Labor

U.S. nonfarm payrolls rose by 224,000 in June, well above the consensus forecast of 165,000. April and May payrolls were revised down by a total of just 11,000. On a trailing 3-month basis payrolls increased an average of 171,000, more than enough to absorb new entrants into the labor market. The unemployment rate ticked up to 3.7% in June from 3.6% in May as the participation rate also increased to 62.9% from 62.8%. A broader measure of unemployment called the U-6, which includes those who are marginally attached to the labor force and employed part time for economic reasons, also edged up to 7.2% in June from 7.1% in May. Wages rose 0.2% in June (slightly below expectations), following and upwardly revised 0.3% increase in May. On a year-over-year basis, wages were up 3.1% in June, versus up 3.2% in May.

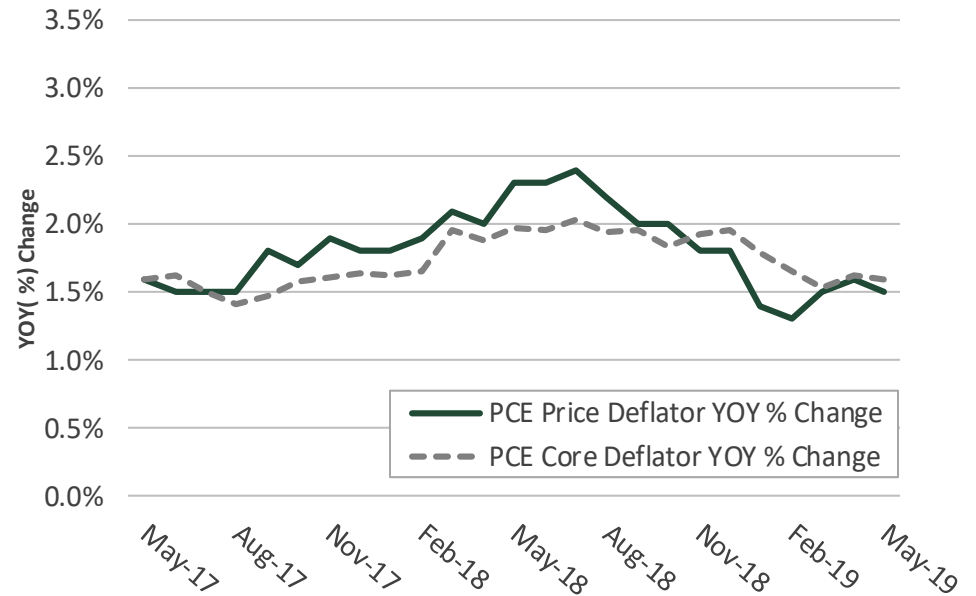
# Inflation

### Consumer Price Index (CPI)



Source: US Department of Labor

### Personal Consumption Expenditures (PCE)

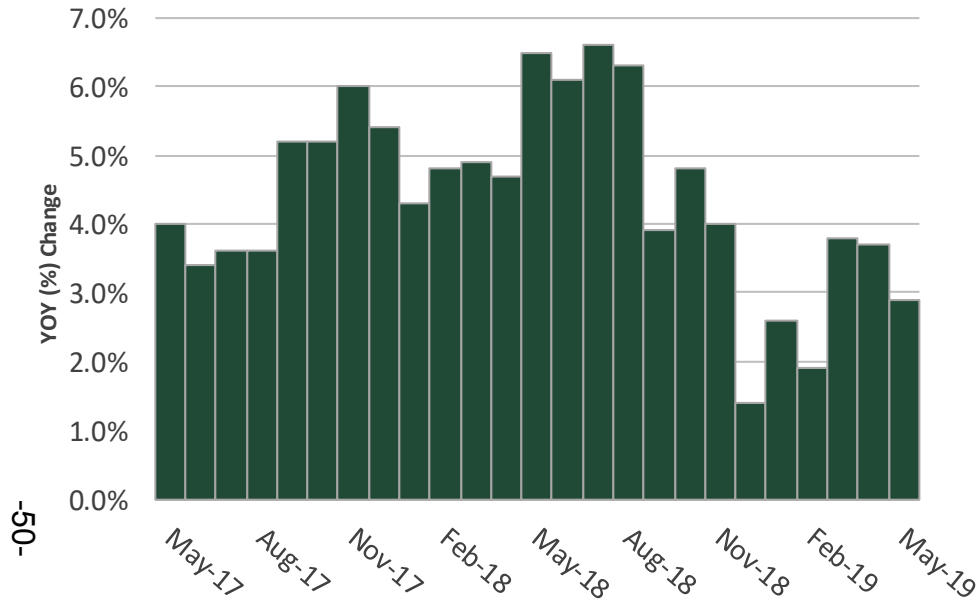


Source: US Department of Commerce

The Consumer Price Index (CPI) was up just 1.6% year-over-year in June, versus up 1.8% year-over-year in May. Core CPI (CPI less food and energy) was up 2.1% year-over-year in June, versus up 2.0% year-over-year in May. The Personal Consumption Expenditures (PCE) index was up 1.5% year-over-year in May, versus up 1.6% year-over-year in April. Core PCE, which is the Fed's primary inflation gauge, was up 1.6% year-over-year in May, unchanged from April, remaining below the Fed's 2.0% inflation target.

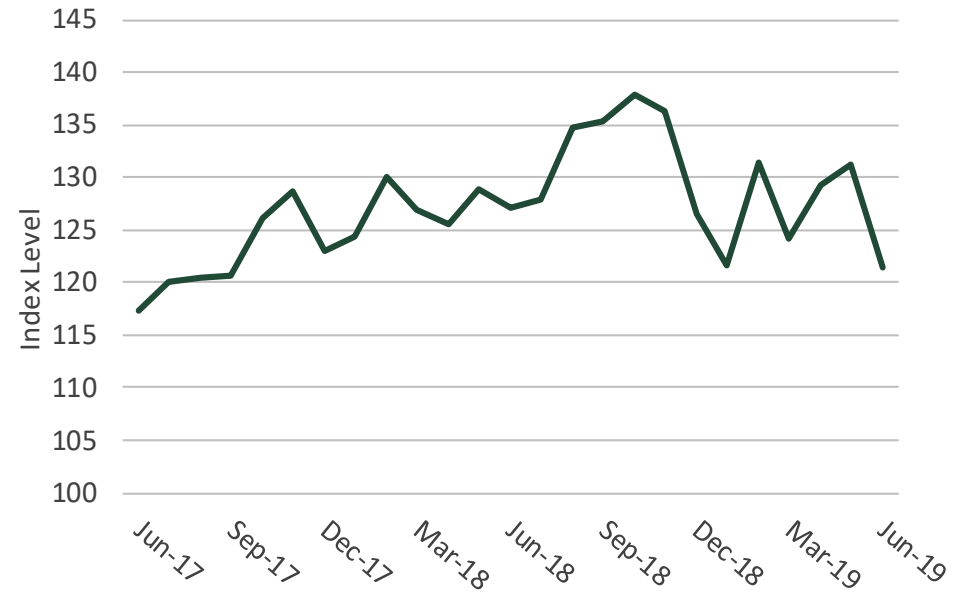
# Consumer

### Retail Sales YOY % Change



Source: US Department of Commerce

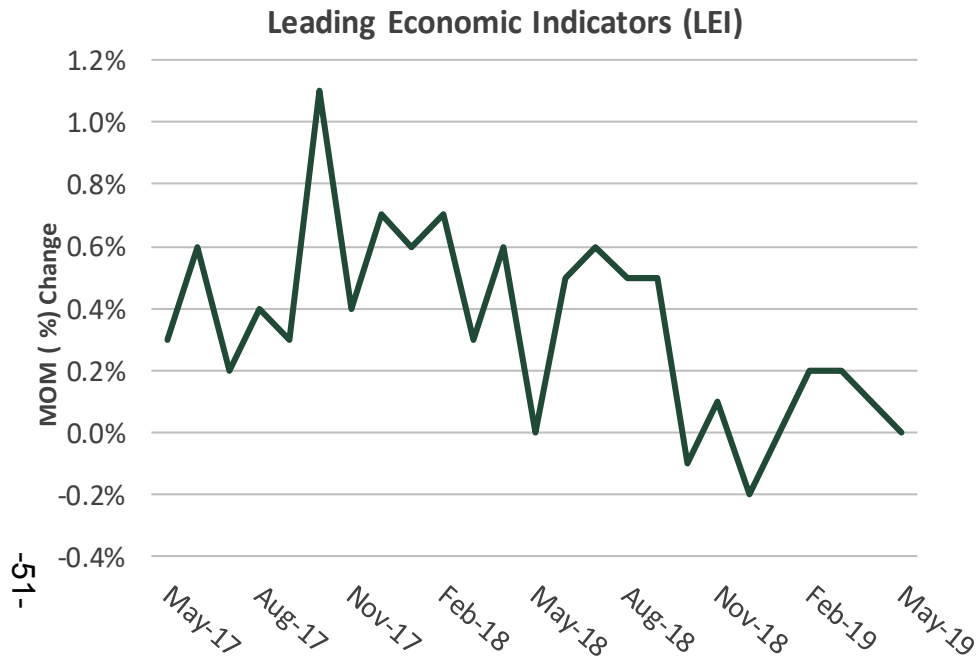
### Consumer Confidence



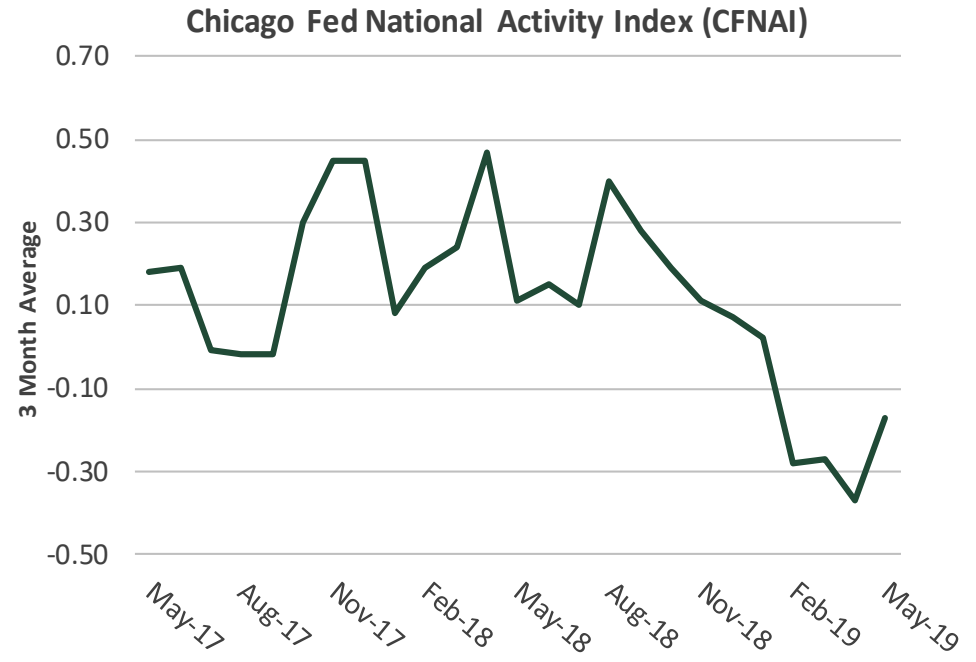
Source: The Conference Board

On a year-over-year basis, retail sales were up 3.2% in May, versus up 3.7% year-over-year in April. On a month-over-month basis, retail sales increased 0.5% in May, and sales growth for April was revised up to 0.3% from -0.2%. Retail sales excluding autos and gas were up 0.5% in May, better than expectations of 0.4%. Solid growth in May, and upward revisions to April, indicate that consumer spending trends remain favorable. The Consumer Confidence Index declined to 121.5 in June from 131.3 in May, falling below expectations, largely driven by concerns regarding the escalation in trade and tariff tensions. Despite the sharp decline in confidence in June, the index remains strong relative to longer-term historical levels.

# Economic Activity



Source: The Conference Board

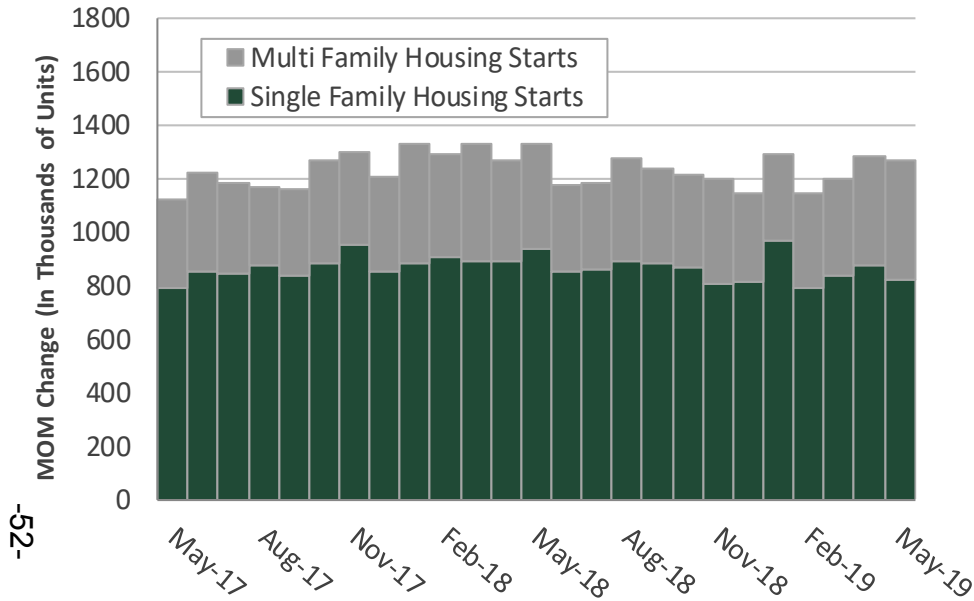


Source: Federal Reserve Bank of Chicago

The Leading Economic Index (LEI) was flat in May, on a month-over-month basis, following a 0.1% increase in April. The Conference Board believes that the economy will continue to grow but the pace of growth is likely to moderate to 2% by year-end. The Chicago Fed National Activity Index (CFNAI) improved to -0.05 in May from -0.48 in April. On a 3-month moving average basis, the index improved to -0.17 from -0.37. The CFNAI suggests that the economy is slowing but is not indicative of a recession. Negative values are generally consistent with below-average growth. Periods of economic contraction have historically been associated with values below -0.70 on a 3-month moving average basis.

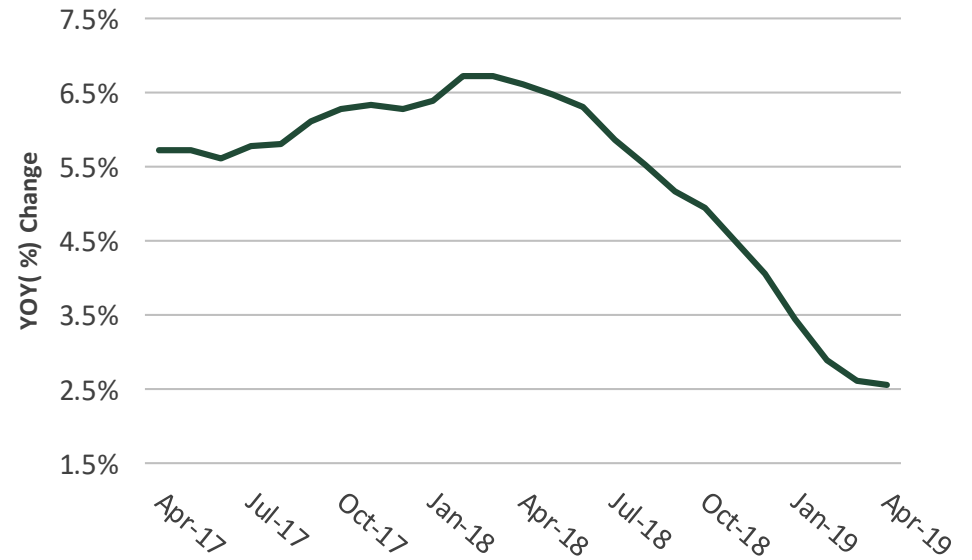
# Housing

Housing Starts



Source: US Department of Commerce

S&P/Case-Shiller 20 City Composite Home Price Index

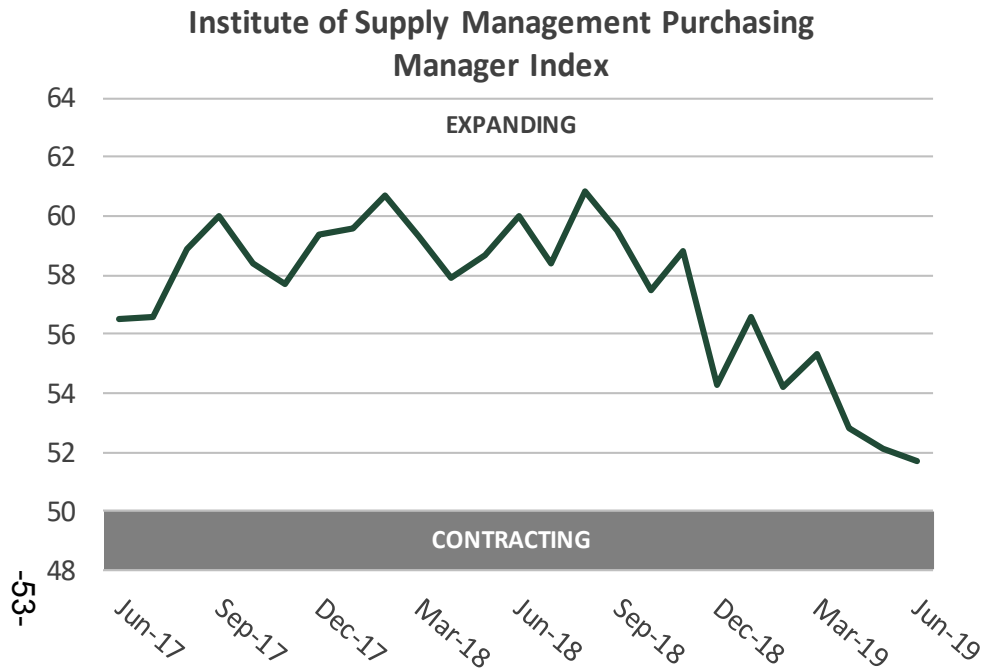


Source: S&P

Housing starts were stronger than expected in May, down slightly to a 1.269 million annual rate from an upwardly revised annual rate of 1.281 million in April. Multi-family starts jumped 10.9% to an annualized rate of 449,000, but single-family starts fell 6.4% to an annualized rate of 820,000. On a year-over-year basis, total housing starts were down 4.7% in May. According to the Case-Shiller 20-City home price index, home prices were up just 2.5% year-over-year in April, versus up 2.6% in March. The year-over-year pace of growth is at a 7-year low.



# Manufacturing

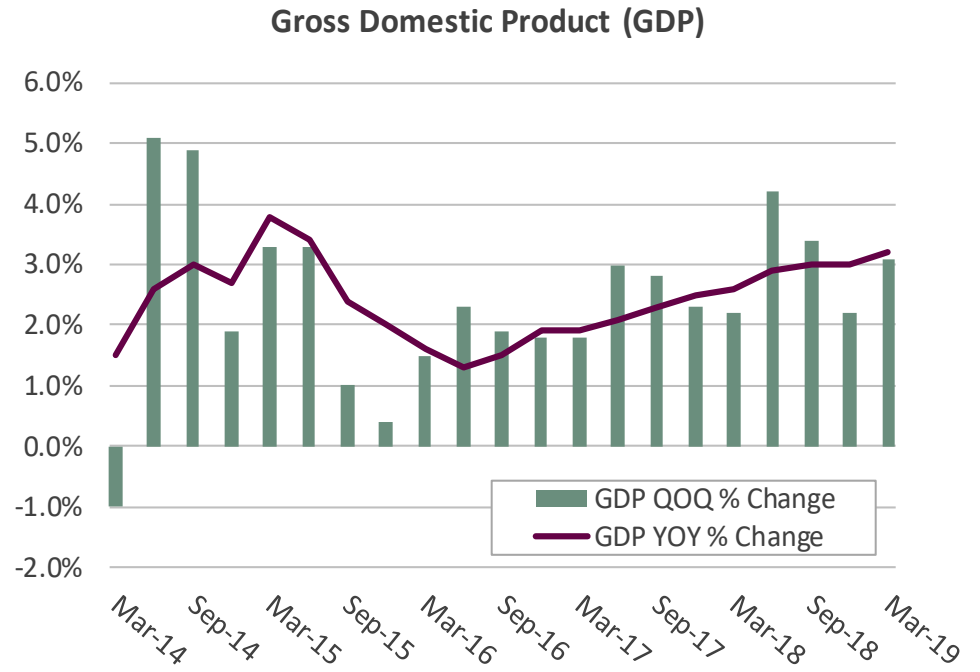


The Institute for Supply Management (ISM) manufacturing index decreased to 51.7 in June from 52.1 in May. The June reading was slightly better than expected but still came in at the lowest level since October 2016. Nevertheless, a reading above 50.0 suggests the manufacturing sector is expanding. The Industrial Production index was up 2.1% year-over-year in May versus up 0.9% year-over-year in April. On a month-over-month basis, production was up 0.4%, exceeding the consensus forecast of 0.2%. The manufacturing component of the index increased 0.2% in May, after declining 0.5% in April. Capacity Utilization increased to 78.1% in May from 77.9% in April, but remains below the long-run average of 79.8% indicating there is still excess capacity for growth.

# Gross Domestic Product (GDP)

Components of GDP	6/18	9/18	12/18	3/19
Personal Consumption Expenditures	2.6%	2.4%	1.7%	0.6%
Gross Private Domestic Investment	-0.1%	2.5%	0.7%	1.1%
Net Exports and Imports	1.2%	-2.0%	-0.1%	0.9%
Federal Government Expenditures	0.2%	0.2%	0.1%	0.0%
State and Local (Consumption and Gross Investment)	0.2%	0.2%	-0.1%	0.5%
<b>Total</b>	<b>4.2%</b>	<b>3.4%</b>	<b>2.2%</b>	<b>3.1%</b>

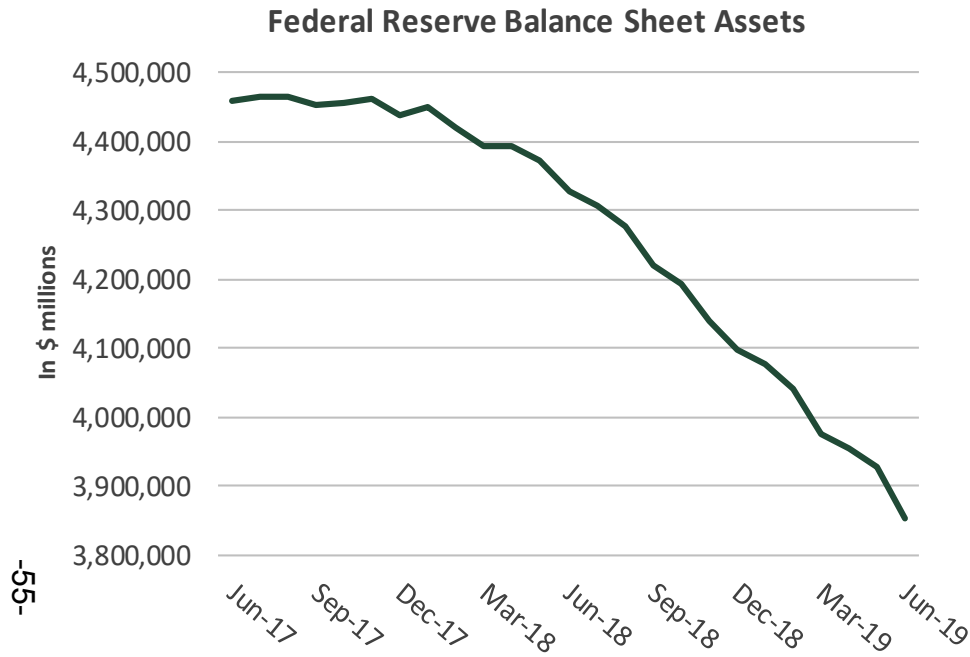
Source: US Department of Commerce



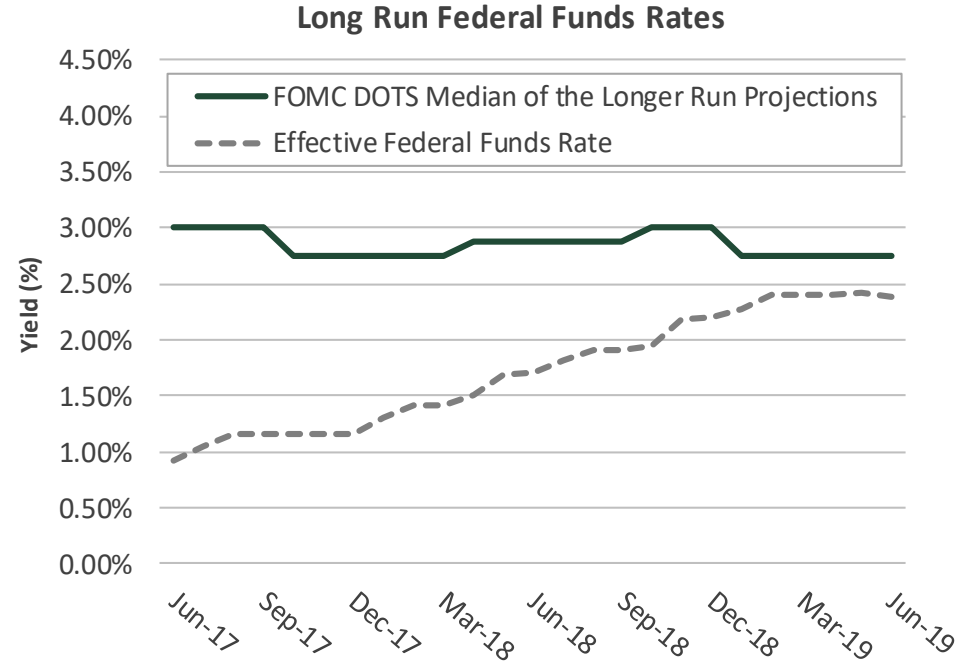
Source: US Department of Commerce

According to the third estimate, first quarter GDP grew at an annualized pace of 3.1%, unchanged from the second estimate and in line with the consensus. Despite the government shutdown and ongoing global trade disputes, GDP growth accelerated in the first quarter from 2.2% in the fourth quarter. Net exports and state and local government spending advanced in the first quarter, while consumer spending and business investment moderated. Residential investment contracted in the quarter. The consensus estimate for second quarter GDP growth is 1.8%. Overall, the consensus view calls for GDP growth of 2.5% this year versus 2.9% last year, which is consistent with moderate economic growth.

# Federal Reserve



Source: Federal Reserve

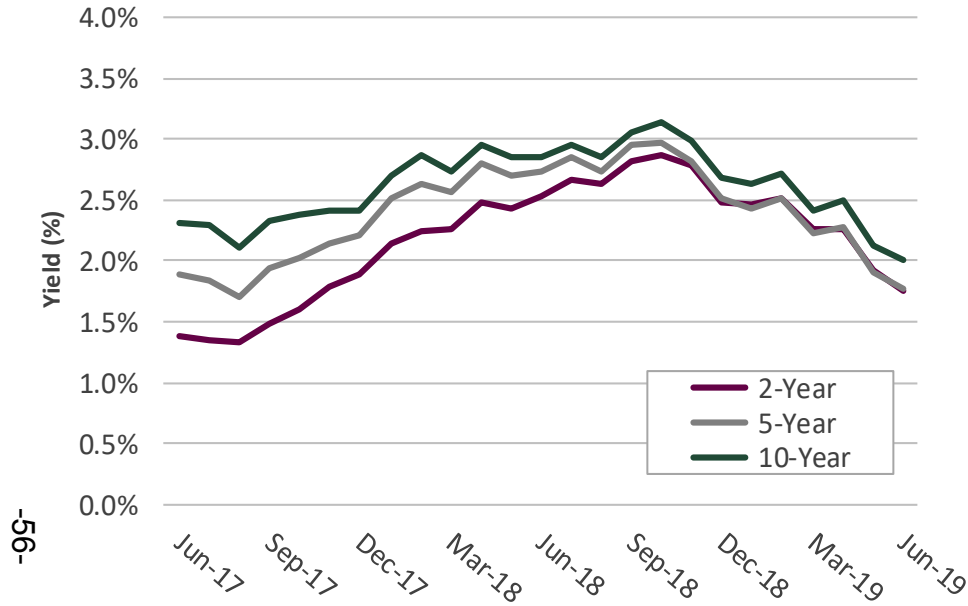


Source: Bloomberg

Fed policymakers have signaled they are prepared to act as appropriate to incoming data in order to sustain the economic expansion. Many policymakers are now anticipating a rate cut by year-end. The FOMC lowered its long-run median federal funds rate target in June to 2.5%. The Fed has been normalizing the size of its balance sheet since October 2017, by allowing a specified amount of Treasury, mortgage-backed, and agency securities to roll off each month. In March 2019, the Fed announced plans to begin slowing down the reduction of their balance sheet and conclude their balance sheet reduction program at the end of September 2019. This will leave the Fed with a larger balance sheet (slightly higher than \$3.5 trillion) than they originally expected.

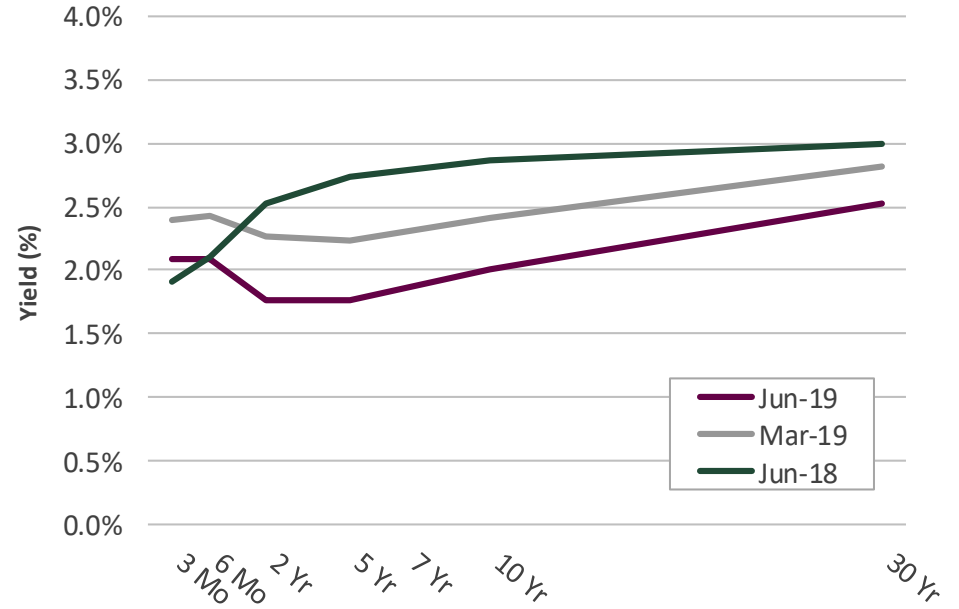
# Bond Yields

### US Treasury Note Yields



Source: Bloomberg

### US Treasury Yield Curve



Source: Bloomberg

The shape of the Treasury yield curve has changed significantly on a year-over-year basis. As of month-end in June, the 3-month T-bill yield was up nearly 18 basis points, the 2-Year Treasury yield was down 77 basis points, and the 10-Year Treasury yield was down nearly 86 basis points, year-over-year. The current shape of the yield curve implies that market participants are pricing-in multiple rate cuts. We believe the decline in long-term Treasury yields reflects a high level of market participants' nervousness about the outlook for global economic growth and a decline in global inflation expectations.

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Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

# Benchmark Disclosures

## ICE BAML 3-Month US Treasury Bill Index

The ICE BAML US 3-Month Treasury Bill Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding Treasury Bill that matures closest to, but not beyond, three months from the rebalancing date. (Index: G001. Please visit [www.mlindex.ml.com](http://www.mlindex.ml.com) for more information)

## ICE BAML 1-10 Yr US Treasury/Agency Index

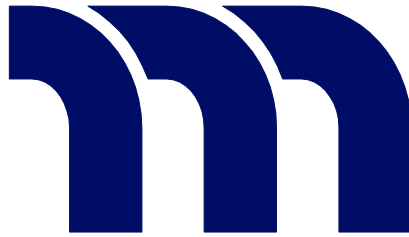
The ICE BAML 1-10 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than ten years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies. (Index: G5A0. Please visit [www.mlindex.ml.com](http://www.mlindex.ml.com) for more information)

## ICE BAML 1-10 Yr US Corporate/Govt Rated AAA-A Idx

The ICE BAML 1-10 AAA-AA Year US Corporate & Government Index tracks the performance of US dollar denominated investment grade debt publicly issued in the US domestic market, including US Treasury, US agency, foreign government, supranational and corporate securities. Qualifying securities must be rated AAA through AA3 (based on an average of Moody's, S&P and Fitch). In addition, qualifying securities must have at least one year remaining term to final maturity and less than ten years remaining term to final maturity, at least 18 months to final maturity at point of issuance, a fixed coupon schedule and a minimum amount outstanding of \$1 billion for US Treasuries and \$250 million for all other securities. (Index: B5B0. Please visit [www.mlindex.ml.com](http://www.mlindex.ml.com) for more information)

## ICE BAML 3-5 Yr US Treasury/Agency Index

The ICE BAML 3-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least three years remaining term to final maturity and less than five years remaining term to final maturity, at least three years to maturity at time of issuance, a fixed coupon schedule and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies. (Index: G2A0. Please visit [www.mlindex.ml.com](http://www.mlindex.ml.com) for more information)



# moulton niguel water district

**DRAFT**  
**MINUTES OF THE SPECIAL MEETING OF THE**  
**BOARD OF DIRECTORS OF THE**  
**MOULTON NIGUEL WATER DISTRICT**

**July 1, 2019**

A Special Meeting of the Board of Directors of the Moulton Niguel Water District was held at the District offices, 26801 Camino Capistrano, Mission Viejo, California, at 7:30 AM on July 1, 2019. There were present and participating:

**DIRECTORS**

Duane Cave	Vice President
Donald Froelich	Vice President
Kelly Jennings	Director
Bill Moorhead	Director
Brian Probolsky	President (arrived at 7:45 a.m.)

Also present and participating were:

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

Matt Collings	Assistant General Manager
Rod Woods	Director of Engineering
Todd Novacek	Director of Operations
Jose Solorio	Government Affairs Officer
Paige Gulck	Board Secretary
Tim Bonita	Recording Secretary
Jason Boyce	MNWD
Tyler Bryant	MNWD
Jesus Garibay Jr.	MNWD
Robert Hesse	MNWD
David Larsen	MNWD
Medha Patel	MNWD

**1. CALL MEETING TO ORDER**

*The meeting was called to order by Duane Cave at 7:37 a.m.*

**#5.**

**2. PUBLIC COMMENTS**

*None.*

**PRESENTATION ITEMS**

**3. Tour of Plant 3A**

*Brian Probolsky arrived at 7:45 a.m. The Board received a tour of MNWD's Plant 3a Facility. Bill Moorhead left at 8:35 a.m.*

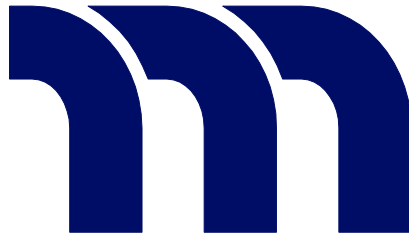
**ADJOURNMENT**

*The meeting was adjourned at 9:15 a.m.*

Respectfully submitted,

Tim Bonita  
Recording Secretary





# moulton niguel water district

DRAFT

## MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE MOULTON NIGUEL WATER DISTRICT

July 11, 2019

A Regular Meeting of the Board of Directors of the Moulton Niguel Water District was held at the District offices, 27500 La Paz Road, Laguna Niguel, California, at 6:00 PM on July 11, 2019. There were present and participating:

**DIRECTORS**

Richard Fiore	Director
Donald Froelich	Vice President
Kelly Jennings	Director
Bill Moorhead	Director
Brian Probolsky	President

Also present and participating were:

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

Joone Lopez	General Manager
Matt Collings	Assistant General Manager
Rod Woods	Director of Engineering
Drew Atwater	Director of Finance & Water Resources
Gina Hillary	Director of Human Resources
Todd Novacek	Director of Operations
Jose Solorio	Government Affairs Officer
Ruben Duran	Best, Best, & Krieger (General Counsel)
Paige Gulck	Board Secretary
Tim Bonita	Recording Secretary
Trevor Agrelius	MNWD
Len Barton	MNWD
Matthew Brown	MNWD
Johnathan Cruz	MNWD
Medha Patel	MNWD
Genevieve Ramirez	MNWD

## #6.

Sherry Wanninger  
Dan Ferons

CAC Member  
General Manager, SMWD

### 1. **CALL MEETING TO ORDER:**

*The meeting was called to order by Brian Probolsky at 6:00 p.m.*

### 2. **PLEDGE OF ALLEGIANCE:**

*Dan Ferons, General Manager of Santa Margarita Water District led the Pledge of Allegiance.*

### 3. **PUBLIC COMMENTS:**

*Dan Ferons provided public comment.*

### **CONSENT CALENDAR ITEMS:(Items on the Consent Calendar have been discussed at the regularly scheduled Administrative and Technical Committee meetings)**

#### 4. **MINUTES OF THE JUNE 13, 2019 BOARD OF DIRECTORS MEETING**

#### 5. **MINUTES OF THE JUNE 19, 2019 SPECIAL BOARD OF DIRECTORS MEETING**

*MOTION DULY MADE BY DONALD FROELICH AND SECONDED BY BILL MOORHEAD, CONSENT ITEMS 4 AND 5 WERE APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS RICHARD FIORE, DONALD FROELICH, KELLY JENNINGS, BILL MOORHEAD, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.*

### **ADMINISTRATIVE MATTERS:**

#### 6. **ADOPT-A-CHANNEL PROGRAM PARTICIPATION**

It is recommended that the Board of Directors approve participation in the Adopt-a-Channel program with OC Public Works and OC Conservation Corps.

*Drew Atwater provided information on the item. Discussion ensued regarding the program.*

*MOTION DULY MADE BY BILL MOORHEAD AND SECONDED BY KELLY JENNINGS, ITEM 6 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS RICHARD FIORE, DONALD FROELICH, KELLY JENNINGS, BILL MOORHEAD, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.*

**LEGAL MATTERS:**

**7. PUBLIC HEARING AND ANNUAL ADOPTION OF RESOLUTION FOR COLLECTION OF 2019-20 WASTEWATER SERVICE CHARGES AND RATES FOR LAGUNA SUR/MONARCH POINT REORGANIZATION AREA ON PROPERTY TAX BILL (RESOLUTION 19-15)**

1. *President Probolsky opened the hearing at 6:14 p.m. and called for any public comments. No comments were received, and the hearing was closed at 6:15 p.m.*
2. *At the conclusion of the public hearing, the Board considered adoption of a resolution entitled, "Adopting Report of Annual Wastewater Service Charges to be Collected via Property Tax Statements on Tax Roll for the Period Commencing July 1, 2019."*

*MOTION DULY MADE BY DONALD FROELICH AND SECONDED BY RICHARD FIORE, ITEM 7 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS RICHARD FIORE, DONALD FROELICH, KELLY JENNINGS, BILL MOORHEAD, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.*

**INFORMATION ITEMS:**

**8. MONTHLY FINANCIAL REPORT**

*Trevor Agrelius provided the Monthly Financial Report.*

**9. MULTI-HAZARD MITIGATION PLAN UPDATE**

*Todd Novacek provided an update on the multi-hazard mitigation plan.*

**10. DANISH WATER TECHNOLOGY ALLIANCE UPDATE**

*Matt Collings provided the Danish Water Technology Alliance update.*

**11. LEGISLATIVE UPDATE**

*Jose Solorio provided the legislative update.*

**12. GENERAL MANAGER MATTERS:(Brief general updates on District matters and/or brief general updates from staff - Informational purposes only.)**

*Joone Lopez provided an update on the following District items:*

- *Large Business of the Year Award from the Mission Viejo Chamber of Commerce*
- *Water & Housing Forum event on June 14<sup>th</sup> had a really great attendance*
- *Annual Public Safety Appreciation BBQ is on July 16<sup>th</sup>*
- *partnership with the City of Laguna Niguel on their 30<sup>th</sup> Anniversary event*

## #6.

August 16<sup>th</sup> -18<sup>th</sup>

- 4th Annual CA Data Collaborative Water Data Summit at UC Davis on August 22<sup>nd</sup> & 23<sup>rd</sup>
- WateReuse OC Chapter 10-year anniversary event in Anaheim on August 26<sup>th</sup>
- Helping in part with Sustain SoCal and the State Water Resources Control Board planning the Water Solutions 4 Datathon on August 29<sup>th</sup>

### **PRESIDENT'S REPORT:**

*Brian Probolsky stated that he attended the Washington D.C. trip. It was a very valuable trip.*

### **BOARD REPORTS:**

*Bill Moorhead stated that he visited Metropolitan Water District and attended some committee meetings.*

### **FUTURE AGENDA ITEMS (Any items added under this section are for discussion at future meetings only.):**

*None.*

### **LATE ITEMS: (Appropriate Findings to be Made)**

*None.*

### **ADJOURNMENT:**

*The meeting was adjourned at 7:18 p.m.*

Respectfully submitted,

Tim Bonita  
Recording Secretary



# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 8, 2019

**FROM:** Rod Woods, Director of Engineering  
Jin Kim, Principal Engineer

**SUBJECT:** Plant 3A Aeration Diffuser System Replacement

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### SUMMARY:

Issue: Board action is required to execute an agreement for the Plant 3A Aeration Diffuser System Replacement, as part of Project No. 2019.303.

Recommendation: It is recommended that the Board of Directors approve the Plant 3A Aeration Diffuser System Replacement Agreement with Environmental Dynamics International (EDI) in the amount of \$255,348; authorize the General Manager or Assistant General Manager to execute the agreement; and to approve amendments up to 10% of the contract value.

Fiscal Impact: Project No. 2019.303 is budgeted in Fund 7, Rehabilitation and Replacement with a current project budget of \$624,000.

Reviewed by Committee: Yes

Reviewed by Legal: Yes

### BACKGROUND:

The liquids treatment facilities at Plant 3A were originally constructed in 1991 and have been in continuous operation since that time. An integral component of these facilities includes an aeration diffuser system to provide the necessary treatment of the wastewater.

Over time, the existing aeration piping and diffusers have deteriorated and require increased repairs and maintenance. Additionally, the original manufacturer of the system is no longer in business, making replacement parts difficult to obtain.

## #7.

### Plant 3A Aeration Diffuser System Replacement

August 8, 2019

Page 2 of 3

Staff has determined that the aeration diffuser system requires replacement to ensure reliable wastewater treatment is continuously provided. This will also improve treatment efficiency and reduce associated electrical costs.

#### **DISCUSSION:**

The District issued a Request for Quotations for the replacement of the aeration diffuser system to three qualified aeration diffuser manufacturers. On July 16, 2019, the District received quotations from all three manufacturers and the fees are summarized below:

<b>Manufacturer</b>	<b>Quotation</b>
Sanitaire (Xylem)	\$239,664
EDI	\$255,348
SSI Aeration Inc.	\$273,200

Staff performed a thorough review of the quotations to determine the best overall value for the District. Based on the following factors, staff recommends that EDI be awarded the contract for the aeration diffuser system replacement:

- The EDI system provides flexibility for future system modifications to adjust for process changes.
- EDI provides an extended warranty period of 2 years.
- Replacement parts are available from EDI in a much shorter time period.
- EDI uses standard sizes for non-specialty components that are locally available.

Staff is recommending that the Board of Directors authorize the General Manager or Assistant General Manager to execute an agreement with Environmental Dynamics International for a total contract value of \$255,348 for the Plant 3A Aeration Diffuser System Replacement.

**SUMMARY OF PROJECT BUDGET:**

	<b>Project Budget</b>	<b>Proposed / Approved Contract</b>	<b>Proposed / Authorized Contingency</b>	<b>Total Proposed / Authorized Amount</b>
<b>Project Items</b>				
Aeration Diffusers Replacement	\$280,883	\$255,348	\$25,535	\$280,883
WAS Pump Rehab	\$100,000	\$0	\$0	\$100,000
Primary Clarifier #3 & 4 Rehabilitation	\$243,117	\$0	\$0	\$243,117
<b>Totals</b>	\$624,000	\$255,348	\$25,535	\$624,000

\*\$0 has been expended to date.



Currently Proposed Amount

Attachments:

1. Exhibit A - Location Map
2. Aeration Diffuser System Replacement Agreement
3. Vendor Contact List







Path: C:\GIS\Projects\Projects\_Ongoing\Capital Improvement Project Exhibits\MJ\_Kim\PlansA\_21.mxd

Project Area



0 50 100 200 Feet

Scale = 1:1,700

### Exhibit "A" Location Map Plant 3A Aeration Diffuser System Replacement



**CONTRACTOR AGREEMENT BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
ENVIRONMENTAL DYNAMICS INTERNATIONAL  
PROJECT: PLANT 3A AERATION DIFFUSERS SYSTEM REPLACEMENT  
CIP PROJECT NO. 2019.303**

THIS AGREEMENT is made and entered into as of \_\_\_\_\_ (“Effective Date”), by and between the Moulton Niguel Water District (“DISTRICT”), and Environmental Dynamics International (“CONTRACTOR”).

**RECITALS**

CONTRACTOR agrees to perform construction services (“Work”) as further described in Exhibit A hereto, which is incorporated herein (“Scope of Work”).

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

**AGREEMENT**

1. Scope of Work. DISTRICT retains CONTRACTOR to perform, and CONTRACTOR agrees to render, the Work that is defined in Exhibit A, in accordance with the terms and conditions set forth in this Agreement.

DISTRICT may request or CONTRACTOR may recommend, that CONTRACTOR 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 DISTRICT’s request for additional or changed work, CONTRACTOR 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, DISTRICT and CONTRACTOR shall negotiate an adjustment of the compensation and time for completion and shall execute a written amendment to this Agreement. Upon execution of each amendment, (i) the Scope of Work shall thereafter be as described in Exhibit A, respectively, as modified by the amendment and any previously executed amendments; and (ii) the time for completing the work shall be as set forth in the amendment. 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. DISTRICT 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.

2. Term. This Agreement shall commence as of the Effective Date and continue in effect through March 31, 2020 unless otherwise terminated by either party.

3. Compensation. The total maximum lump sum fee payable for the Work will be **Two Hundred Fifty-Five Thousand Three Hundred Forty-Eight Dollars (\$255,348)**. No other compensation for the Work will be allowed except for items covered by subsequent amendments to this Agreement.

Payment will be made upon submittal of an invoice by CONTRACTOR following CONTRACTOR’s completion and DISTRICT’s acceptance of the Work. Invoice will include the date or period of Work, a complete description of the Work performed, the total amount due and, when requested by DISTRICT, any support documentation sufficient to validate the charges for each invoice item.

## #7.

Incomplete invoices will be returned unpaid to CONTRACTOR. The DISTRICT shall, within 30 days of receiving an invoice, review and pay all approved charges.

4. Compliance with Law CONTRACTOR shall at all times observe and comply with, and cause its agents, employees and representatives to observe and comply with, all State, Federal, and local existing and future laws, rules, regulations and orders in the performance of the Work or this Agreement in any manner, including any permits issued for the Work.

5. Status of Contractor CONTRACTOR will perform the Work as an independent CONTRACTOR and not as an employee of DISTRICT. CONTRACTOR shall provide all labor, materials, tools, equipment, supplies, utilities and transportation services required to perform the Work, subject to compliance with the Agreement requirements.

6. Performance The Work shall be completed in accordance with DISTRICT's construction standards, the Scope of Work, and the permitting or other requirements of any governmental entity within whose jurisdiction the Work are performed, which are by this reference incorporated into this Agreement. It shall be the CONTRACTOR's responsibility to ascertain and keep informed of all such existing and future requirements of other governmental entities concerning the Work performed under this Agreement, including acquisition of necessary permits and licenses by municipalities related to Work in public right of way and payment of the fees or costs thereof.

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

CONTRACTOR shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work that it can prosecute properly with due regard to the rights of the public. CONTRACTOR shall comply with all terms of any permits issued by public agencies for the Work.

8. Prevailing Wage; Labor Requirements

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

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

(c) CONTRACTOR is responsible for furnishing those records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, pursuant to the procedures set forth in Section 1771.4 of the Labor Code. CONTRACTOR's DIR Registration No. is 1000009621.

(d) CONTRACTOR acknowledges that it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

(f) By its signature hereunder, CONTRACTOR 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 CONTRACTOR will comply with such provisions before commencing the performance of work under this Agreement.

(g) Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

## 9. Bonds

(a) Contractor shall furnish a Payment Bond approved by District as required by Section 9550 of the California Civil Code from a single surety licensed and admitted in the State with an agent for service of process in California. Contractor shall pay the cost of obtaining the payment bond.

(b) Contractor shall furnish a Performance Bond securing the faithful performance of the Agreement covering the Work. Contractor shall pay the cost of obtaining the performance bond.

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

## #7.

to a notice to proceed, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the District that such bonds will be issued.

(d) Contractor shall use District's forms, which are attached hereto as Exhibit B and Exhibit C, for the Bonds.

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

10. Standard of Performance; Performance of Employees. CONTRACTOR shall perform all Work under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Work. CONTRACTOR warrants that all employees shall have sufficient skill and experience to perform the Work assigned to them. Finally, CONTRACTOR represents that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from DISTRICT, any work necessary to correct errors or omissions which are caused by CONTRACTOR's failure to comply with the standard of care provided for herein. Any employee who is determined by DISTRICT to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to DISTRICT, shall be promptly removed from the Project by CONTRACTOR and shall not be re-employed on the Work.

11. Warranty. CONTRACTOR warrants to DISTRICT that all materials, equipment and work furnished shall be new, free from faults and defects and of good quality, shall be completed in conformance with the Agreement and that the materials and work provided will fulfill the requirements of this Warranty. CONTRACTOR hereby agrees to repair or replace any or all work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Agreement requirements together with any other work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to DISTRICT, ordinary wear and tear and unusual abuse and neglect excepted. This Section shall not limit the DISTRICT's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. DISTRICT specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to Code of Civil Procedure Section 337.15.

12. Insurance. CONTRACTOR will obtain and maintain policies of Commercial General Liability insurance and Automobile Liability insurance, which shall be primary insurance as to the additional insureds below, a combined policy of workers' compensation, employers liability insurance, endorsed with a waiver of subrogation endorsement in DISTRICT's favor, and professional liability insurance from an insurance company authorized to transact the business of insurance in the State of California which has a current rating in the Best's Key Rating guide of at

least A- VII in an amount of not less than one million dollars (\$1,000,000) each, unless otherwise authorized and approved by an authorized DISTRICT representative. CONTRACTOR will obtain occurrence coverage, which will be written as claims-made coverage with proof of a retroactive policy date and/or extended coverage. The insurance will be in force during the life of this Agreement and will not be canceled without thirty (30) days prior written notice to DISTRICT by certified mail. DISTRICT and its directors, officers, officials, employees and volunteers will be named as additional insureds on General and Automobile liability. CONTRACTOR will furnish certificates of insurance to DISTRICT, with separate additional endorsements to DISTRICT prior to DISTRICT's execution of this Agreement.

All policies shall name Moulton Niguel Water District, its directors, elected officials, officers, employees and agents, and any other public entities issuing permits for entry in public right of way to perform the Work, and owners of record of all property on which entry will be made to perform the Work" as additional insureds thereunder ("Additional Insureds").

13. Indemnification. (a) To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, employees, agents and authorized 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 Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor'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. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the District or the District's agents, servants, or independent contractors who are directly responsible to the District, or for defects in design furnished by those persons.

(b) In any and all claims against the indemnified parties by any employee of the CONTRACTOR, 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 CONTRACTOR, or any subcontractor, or other person under workers' compensation acts, disability benefit acts, or other employee acts.

(c) This indemnity obligation shall survive the termination or expiration of the Agreement and the completion of the Work hereunder.

14. Confidentiality. All documents and information generated by CONTRACTOR pursuant to this Agreement shall remain confidential and shall not be copied, distributed, or otherwise provided or referenced by CONTRACTOR or to any third parties other than with DISTRICT's written consent, or as compelled by order of court. All original and other documents, including detailed reports or calculations developed pursuant to this Agreement shall, upon payment in full for the Work described in this Agreement, be furnished to and become the property of DISTRICT. CONTRACTOR may retain a copy of all reports and documents for their files. CONTRACTOR understands that all documents, records, reports, data or other materials (collectively "Materials") provided by DISTRICT to CONTRACTOR pursuant to this Agreement are to be considered confidential for all purposes.

## #7.

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

16. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this Agreement shall be maintained by CONTRACTOR 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 DISTRICT.

17. Claims and Disputes. Disputes arising under this Agreement shall be resolved in accordance with the procedures set forth in Sections 9204 and 20104.50 of the Public Contract Code. Pursuant to Public Contract Code Section 9201, DISTRICT shall provide CONTRACTOR with timely notification of the receipt of any third-party claim relating to the Agreement.

18. Termination. DISTRICT or CONTRACTOR may terminate this Agreement at any time upon written notice to the other party. DISTRICT will pay CONTRACTOR's costs for work delivered up to the time of termination, if the services have been delivered in accordance with the Agreement.

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

20. Notice. 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:

**MNWD:**

Moulton Niguel Water District  
P.O. Box 30203  
Laguna Niguel, CA 92607  
Attn: Director of Engineering

**CONSULTANT:**

Environmental Dynamics International  
5601 Paris Road  
Columbia, MO 65202  
Attn: Glen Lewis

21. Governing Law; Venue and Jurisdiction. California law shall govern the interpretation of this Agreement. CONTRACTOR agrees and stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Agreement is the State Superior Court of Orange County, California.



22. Assignment. CONTRACTOR may not assign this Agreement, nor any part of it, nor any monies due or to become due under it, without the prior written consent of DISTRICT.

23. Entire Agreement; Amendments. This Agreement represents the entire understanding of the parties for the Work, and may be amended by mutual consent of DISTRICT and CONTRACTOR. Any amendment will be in writing, signed by both parties, with a statement of estimated changes in charges or time schedule.

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

25. Authority. The person signing this Agreement on behalf of each party hereto represents he/she has authority to sign on behalf of, respectively, DISTRICT or CONTRACTOR.

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

**MOULTON NIGUEL WATER DISTRICT:**

**ENVIRONMENTAL DYNAMICS  
INTERNATIONAL:**

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

By: \_\_\_\_\_  
(Authorized Representative of Contractor)

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

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**#7.**

Exhibit A  
Scope of Work and Fees

EDI Aeration Works Supply and Installation of Aeration Equipment for the project consist of:

Existing System Demolition:

- The aeration basin shall be drained, with sludge and grit removed prior to crew arrival. Draining and cleaning of basin to be by others.
- Removal of the existing aeration equipment beginning at the lower drop pipe at the Coupling Clamp. Removal is consisting of Coupling Clamp, Diffusers, PVC Laterals, and Pipe Supports,
- Includes labor to dispose/re-purpose of existing aeration system (downstream of the air header), waste containers and removal offsite.

New System Supply and Installation:

- Supply and Installation all in-basin aeration system components and accessories for the 2 passes in the one Basin.
- Layout for the aeration system upgrade will be a 9-inch disc diffuser replacing on 7-inch ceramic dome diffuser, which increases the total diffuser surface area, thus lowering the air fluxrate of each diffuser and increasing oxygen transfer efficiency.
- Terminal ends of the air lateral pipes are not connected to adjacent laterals as shown on the plans of the existing aeration system. New air laterals are supplied with a removable endcap for ease of maintenance.
  - Stainless Steel Clamps to connect the existing SS air header to the new PVC air laterals.
  - 4" SCH 40 PVC Air Lateral Piping
  - GFPP Pipe Supports for the new PVC Air Laterals
  - 9" ISM Disc Diffusers

Drawings: 2-4 weeks following receipt of

- Approved purchase order.
- Electronic drawing files provided by the engineer of record as shown in contract plans in Civil and Mechanical sections of bidding documents (if applicable) in one of the following formats: .stp ; .dwg. Drawings in a pdf format will be accepted if no other format is available. Drawings should provide the plan and section view of the aeration basin including the construction of the basin walls and floor slope as well as any process piping or equipment that will be installed within the aeration basin. Drawings should be accompanied by a second document that shows the connection point location where EDI's process air piping equipment scope of supply is to begin.
- All information required for complete submittals.

Shipment: 6-8 weeks following notification of drawings and submittal approval.

Price:

Aeration Equipment Supply and Installation for both basins with 4 passes: **\$255,348.00** U.S.D.

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Exhibit B  
Payment Bond

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as "District") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

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

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

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

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

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition,

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alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,  
if corporation)

\_\_\_\_\_  
Principal (Property Name of Contractor)

By \_\_\_\_\_  
(Signature of Contractor)

(Seal of Surety)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Exhibit C  
Performance Bond

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as "District") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

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

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

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

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

As a condition precedent to the satisfactory completion of the Project, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.



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

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

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

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

\_\_\_\_\_  
CONTRACTOR/PRINCIPAL

\_\_\_\_\_  
Name

By \_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
Attorney-In-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

THE FOLLOWING INFORMATION IS MANDATORY

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

# VENDOR CONTACT LIST

<b>Company Name</b>	<b>Company Address</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>E-Mail</b>
EDI	5601 Paris Rd., Columbia, MO 65202	Glen Lewis	(925) 788-0335	<a href="mailto:glen.lewis@wastewater.com">glen.lewis@wastewater.com</a>
Sanitaire (Xylem)	1 International Dr., Rye Brook, NY 10573	Jenny Banci	(951) 903-8509	<a href="mailto:jenny.banci@xyleminc.com">jenny.banci@xyleminc.com</a>
SSI Aeration	4 Tucker Dr., Poughkeepsie, NY 12603	Godfrey Pinto	(845) 454-8171	<a href="mailto:godfrey@ssiaeration.com">godfrey@ssiaeration.com</a>





# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 8, 2019

**FROM:** Matthew Brown, Information Systems Officer

**SUBJECT:** Printer and Copier Leasing and Printing Services

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### SUMMARY:

Issue: Board approval is required to enter into a lease and services agreement for printer and copier equipment leasing and maintenance services.

Recommendation: It is recommended that the Board of Directors approve a three-year Lease Agreement in the amount of \$85,362 for printer and copier equipment leasing and a three-year Service and Maintenance Agreement for printer and copier services in the amount of \$60,000 with Business Machine Consultants, Inc. (“BMC”); authorize the General Manager or Assistant General Manager to execute the agreements; and to approve amendments up to 10% of the agreement values.

Fiscal Impact: Funds for the first year are budgeted in the Fiscal Year 2019-20 budget. Funds for the second and third years will be requested in appropriate fiscal year annual budget.

Reviewed by Committee: Yes

Reviewed by Legal: Yes

### BACKGROUND:

The District’s three-year lease and service agreement with Kyocera Document Solutions for its printers, copiers and maintenance service is expiring. The District currently leases twenty-one printers/copiers that are located at either the main office, Plant 2A, or Plant 3A. With the expiration of the lease, staff solicited proposals to lease twenty-one new machines, provide training to staff, supply toner, and service the equipment as needed.

## #8.

### Printer and Copier Leasing and Printing Services

August 8, 2016

Page 2 of 2

#### **DISCUSSION:**

A request for proposals was issued to eight suppliers. Seven of the eight suppliers responded. One supplier submitted two proposals, each with a list of machines based on different manufacturers. The table below summarizes the proposals received along with their monthly lease rate for the equipment and their per page fees:

<b>Supplier</b>	<b>Monthly Lease Quote</b>	<b>B&amp;W Per Page Fee</b>	<b>Color Per Page Fee</b>	<b>Estimated 36 Month Cost*</b>
<b>C3 Technologies</b>	\$1,133	\$0.0049	\$0.049	\$104,280
<b>CBE Office Solutions (1)</b>	\$1,499	\$0.0048	\$0.048	\$116,172
<b>CBE Office Solutions (2)</b>	\$1,799	\$0.0048	\$0.048	\$130,572
<b>BMC, Inc</b>	\$2,201	\$0.0045	\$0.039	\$131,063
<b>Xerographic Copier Services</b>	\$2,219	\$0.0070	\$0.046	\$144,686
<b>Kyocera</b>	\$2,574	\$0.0045	\$0.042	\$147,744
<b>Socal Office</b>	\$3,272	\$0.0045	\$0.040	\$170,718
<b>Image 2000</b>	\$3,400	\$0.0045	\$0.045	\$180,733
<i>*Based on 60,000 b&amp;w pages/month and 30,000 color pages/month. Tax not included.</i>				

Staff reviewed each proposal in depth and evaluated them on the quality of machines, quality of service, functionality, integration, security features, references, training, and cost. Staff recommends BMC, Inc. because they offered the best balance of quality and cost. Some of the other lower cost options proposed lower model equipment without advanced security features or did not identify equipment model numbers. BMC Inc. proposed more secure models with the lowest per page fees, and guaranteed a 95% uptime.

Staff recommends the Board authorize the General Manager to execute an equipment lease agreement for a total amount of \$85,362 for the three-year term, and a Service and Maintenance Agreement for printing and copier services, to include per-page copy fees, service calls, and toner, for a total amount of \$60,000 over three years with BMC Inc.

Attachment: Printer and Service Maintenance Agreement

**LEASE AND MAINTENANCE SERVICE AGREEMENT  
BETWEEN MOULTON NIGUEL WATER DISTRICT AND  
BUSINESS MACHINES CONSULTANTS, INC. DBA BMC INC.  
CONTRACT NO. OM18-19.113**

THIS AGREEMENT is made and entered into on \_\_\_\_\_ 2019 (the “Effective Date”), by and between the MOULTON NIGUEL WATER DISTRICT, hereinafter referred to as “MNWD”, and BUSINESS MACHINES CONSULTANTS, INC. DBA BMC INC., hereinafter referred to as “Contractor”. MNWD and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

**RECITALS**

- A. MNWD requires printer and copier lease and maintenance services at its three locations.
- B. Contractor proposes to provide the printer and copier lease and maintenance services (the “Services”) to MNWD as described in Exhibit A, Equipment Maintenance Agreement, and Exhibit B, Equipment Lease Agreement, attached hereto and incorporated herein by reference.
- C. Contractor is qualified to accomplish the necessary Services and has agreed to provide such Services to MNWD.

NOW, THEREFORE, in consideration of the promises and mutual benefits, which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

**AGREEMENT**

1. Maintenance Services and Lease

Section 1.1 Contractor shall provide the Services to MNWD as set forth in Exhibit A which includes the Service Supply Maintenance Agreement. This Agreement, including all attached Exhibits form the Agreement between the parties. Contractor represents and warrants that its provision of Services shall be within accepted standards for such services.

Section 1.2 The lease and use of the equipment (the “Equipment”) is subject to the Equipment Lease Agreement (the “Lease”), which is incorporated herein and attached hereto as Exhibit B.

Section 1.3 The Services and Equipment will be provided in accordance with the following contract documents (“Contract Documents”):

- (a) this Agreement;
- (b) the Equipment Maintenance Agreement;
- (c) the Equipment Lease Agreement; and
- (d) the Proposal (Exhibit C to this Agreement).

In the event of any conflict or ambiguity as between the Contract Documents, the Contract Documents will be interpreted in the foregoing order of priority, provided, however, that the Proposal

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will prevail with respect to the description of the features and functionality which is included in the Proposal (the "Functional Requirements").

### 2. Term.

The Agreement shall commence on the Effective Date and continue through **August 31, 2022** unless otherwise terminated by either party pursuant to Section 6 herein.

### 3. Time for Completion.

The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to reasonable schedules established by MNWD. Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor.

### 4. Compensation.

MNWD shall pay Contractor total compensation for Services in accordance with the pricing listed in Exhibit A and Exhibit B to this Agreement. The total compensation paid to Contractor during the term of this Agreement shall not exceed **Sixty Thousand Dollars (\$60,000)** for maintenance services and **Eighty-Five Thousand Three Hundred Sixty-Two Dollars (\$85,362)** for lease equipment. The total compensation during the term of this Agreement shall not exceed **One Hundred Forty-Five Thousand Three Hundred Sixty-Two Dollars (\$145,362)** without written approval by MNWD.

Contractor shall submit detailed invoices on a monthly basis, based upon services provided, accompanied by backup documentation as requested by MNWD. Contractor shall provide MNWD with a monthly itemization of all work performed, and the fees accrued thereon, in complete and sufficient detail to fully apprise MNWD thereof. MNWD shall, within 30 days of receiving such invoice, review and pay all approved charges thereon.

### 5. Non-Exclusive Agreement.

This is a non-exclusive Agreement. Contractor acknowledges and agrees that MNWD does not guarantee any minimum or maximum amount of Services and MNWD may use other Contractors for the Services in its sole discretion.

### 6. Termination.

This Agreement may be terminated in the following manner:

- A. Either party may terminate this Agreement in the event the other party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided to the breaching party by the non-breaching party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching party has cured any such breach or default prior to the expiration of such period.
- B. MNWD may terminate the Agreement for Contractor's unsatisfactory performance of services in the event that MNWD provides Contractor written notice of such unsatisfactory performance and such performance issues are not corrected to MNWD's reasonable satisfaction, at its sole



discretion, within thirty (30) days. If, after corrective actions have been taken and MNWD remains dissatisfied, MNWD may submit 30 days' written notice of termination Contractor.

- C. At any time, without cause, after 12 months by any party upon 60 days' written notice to the other party.
- D. Upon the expiration or termination of the Equipment Lease Agreement.

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

Contractor 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 Contractor agree that in the event MNWD suspends or terminates performance by Contractor for any cause other than the intentional or negligent error or omission of Contractor, Contractor shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under Section 4 of this Agreement.

#### 7. Relationship Between the Parties.

A. The relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor a MNWD employee. During the performance of this Agreement, Contractor and its officers, employees, agents, and subcontractors shall act in an independent capacity and shall not act as MNWD officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither MNWD nor any of its officers, employees, agents, or subcontractors shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, agents, or subcontractors shall not maintain an office or any other type of fixed business location at MNWD's offices.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against MNWD, or bind MNWD in any manner.

C. No MNWD benefits shall be available to Contractor, its officers, employees, agents, or subcontractors in connection with any performance under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, MNWD shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. MNWD shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents, or subcontractors for injury or sickness arising out of performing Services hereunder.

#### 8. Insurance.

A. In addition to the requirements set forth herein, during the entire term of the Agreement, Contractor will pay for and maintain, in full force and effect, all insurance required by MNWD as listed in this Section 8. Contractor shall not commence services under the Agreement until it has obtained all insurance required by the Agreement. Executed certificates of insurance and all required endorsements evidencing the required coverage detailed in this Section 8 shall be provided by Contractor with the Contractor's

## #8.

executed copy of this Agreement, and prior to commencement of any services.

1. General Liability / Automobile Liability Insurance. Contractor and each of its 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 Contractor and its subcontractors, and each of their agents, representatives, or employees. CGL must include coverage for liability arising from products-completed operations and liability assumed under an insured contract. Such public liability and property damage insurance (which shall cover claims, injury, death, loss or damage or accidents arising 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 with such aggregate to apply separately to the Project.

All insurance provided under this Section 8.A.1 and 8.A.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.

2. Worker's Compensation. By its signature hereunder, Contractor 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 Contractor will comply with such provisions before commencing the performance of work under this Agreement. Contractor and subcontractors shall maintain throughout the term of this Agreement workers' compensation insurance with limits no less than the statutory limits, and Employer's Liability insurance with limits no less than One Million Dollars (\$1,000,000 ) per accident and per disease for their employees and shall file with the MNWD the certificate required by Labor Code Section 3700. The workers compensation/Employer's Liability insurance shall be endorsed with a waiver of subrogation in favor of MNWD and its' directors, officers, employees and representatives.
3. Requirements of All Policies. All policies of insurance required under this Section 8 shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class VII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. Contractor 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.

B. 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 Contractor's (and its subcontractor's) insurance, and shall not contribute to such insurance.

C. 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 Contractor 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.

#### 9. Indemnity.

A. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend MNWD and each of its directors, elected officials, officers, employees and agents from and against all claims, damages, losses and expenses, and costs including costs of defense and attorneys' fees, arising out of, in connection with, or resulting from, or alleged to have arisen out of or resulted from, the performance of the Services hereunder, provided that any such claim, damage, losses and expenses is: (a) attributable to bodily injury, personal injury, sickness, disease, or death, or for damage to, or loss or destruction of, property including the loss of use resulting therefrom, and (b) caused or alleged to have been caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder (except, to the extent of the sole negligence, active negligence or willful misconduct of such indemnified party, in which case Contractor's indemnification obligation shall be reduced in proportion to the indemnified party's share of liability for its sole or active negligence or willful misconduct, if any); **or** (c) due to failure, neglect or refusal of the Contractor to faithfully perform the Services and any of the Contractor's obligations under the Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person indemnified in this Section. It is expressly acknowledged by the Contractor that the foregoing obligations of Contractor include the duty to defend the indemnified parties against any claims, proceedings and demands within the scope of the foregoing indemnity terms.

B. In any and all claims against the indemnified parties by any employee of the Contractor, 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 Contractor, or any subcontractor, or other person under workers' compensation acts, disability benefit acts, or other employee acts.

C. This indemnity obligation shall survive the termination or expiration of the Agreement and the completion of the Services hereunder.

#### 10. Compliance with Law.

Contractor certifies by the execution of this Agreement the following: that it pays employees not less than the minimum wage as defined by law and that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

# #8.

## 11. Notices.

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent by electronic transmission, and shall be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

To MNWD:                    Moulton Niguel Water District  
                                  P.O. Box 30203  
                                  Laguna Niguel, CA 92607  
                                  Attn: Information Systems Officer

To CONTRACTOR:        Business Machines Consultants, Inc. dba BMC Inc  
                                  6735 Odessa Ave.  
                                  Lake Balboa, CA 91406  
                                  Attn: Betzalel N. Eichenbaum

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

## 12. Licenses and Qualifications.

Contractor represents and warrants to MNWD that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Contractor represents and warrants to MNWD that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit or approval which is legally required for Contractor to perform its professional duties under this Agreement.

## 13. Agreement Execution Authorization.

Each of the persons executing this Agreement represent and warrant that they are authorized to sign this Agreement on behalf of the entity for which he/she is signing and empowered to bind such entity.

## 14. Jurisdiction.

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. 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.

## 15. Attorneys' Fees.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he may be entitled.

16. Waiver.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, and term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

17. Modifications and Amendments to Agreement.

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of both Parties.

18. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

19. Assignments.

No assignment by Contractor of this Agreement or any part hereof, or of funds to be received hereunder, will be recognized by MNWD unless such assignment has had prior written approval and consent of MNWD, which consent will not be unreasonably withheld.

20. Entire Agreement.

This Agreement and its Exhibits constitutes the entire understanding and agreement of the Parties hereto and supersedes all previous negotiations, discussions, and agreements between the Parties with respect to the subject matter hereof.

21. Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

22. Conflicts.

To the extent that there is any conflict between the provisions of this Agreement and any other agreement or document between the parties regarding the subject matter of this Agreement, the terms and conditions of this Agreement shall govern.

**SIGNATURES ON FOLLOWING PAGE**

**#8.**

IN WITNESS WHEREOF, this Agreement has been executed in the name of MNWD, by its officers thereunto duly authorized, and Contractor as of the Effective Date of the Agreement as defined herein.

**MOULTON NIGUEL WATER DISTRICT:**

**BUSINESS MACHINES CONSULTANTS, INC.  
DBA BMC Inc.:**

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

By: \_\_\_\_\_  
(Authorized Representative of  
Contractor)

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

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Exhibit A



BUSINESS MACHINES CONSULTANTS INC.

e-mail: bmc@bmcinc.cc
www.bmc-inc.com

6735 Odessa Avenue
Lake Balboa, California 91406
Phone: (818) 787-2622
Fax: (818) 782-4599

BMC'S EQUIPMENT MAINTENANCE AGREEMENT (CPC)

This agreement assures you that your equipment covered by this agreement will be serviced on a regular basis. Service consists of all emergency calls during regular business hours, and preventive maintenance calls as necessary during the life of this agreement.

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

Machine Location: \_\_\_\_\_

Initial Period of Service From: \_\_\_\_\_ To: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Serial #: \_\_\_\_\_
(Or see attachment for complete list of equipment and serial numbers covered by this agreement.)

Includes \_\_\_\_\_ copies per month. All additional copies billed monthly at \_\_\_\_\_ per copy.
Starting Meter Reading \_\_\_\_\_

BMC W # \_\_\_\_\_ CONTRACT # \_\_\_\_\_ OR ORDER FORM # \_\_\_\_\_

Terms and Conditions

For the purpose of assisting our customers in maintaining their equipment in efficient operating condition, BMC Inc. agrees to furnish service and install parts for the equipment described above or on the attached letter, schedule A, order form or invoice at the rates therein specified and upon the following terms and conditions:

- 1. This agreement shall be for an initial period of service ending on the dates shown above and thereafter continues in effect at the then prevailing rate for similar periods unless cancelled in writing by either party 30 days prior to the ending date shown above or any subsequent annual anniversary date of the date shown above.
2. Service agreement charges are payable annually in advance. Should any of the machines be traded in for a new machine by BMC during the life of this agreement, the unused balance will be prorated toward maintenance of the new machine.
3. Service provided under this agreement shall not include labor, parts or expense necessary to repair damage caused by fire, misuse, abuse, neglect, theft, vandalism, electrical power failure, water, other casualties or repairs made by personnel other than a BMC technician. Nor shall this agreement include the cost of staples, paper or cosmetic items including panels and trays.
Supplies included in this agreement are limited to \_\_\_\_\_ Toner \_\_\_\_\_ Developer \_\_\_\_\_ Drum and \_\_\_\_\_ PM Kits per year.
4. In the unlikely event that repair parts become unavailable during the coverage period of this contract, BMC shall be excused from performance and shall refund the prorated contract price paid by you. In no event shall BMC be liable for any damages as a result of the unavailability of repair parts.
5. When in BMC's opinion a shop reconditioning is necessary because normal repair and parts replacement cannot keep a unit of equipment in satisfactory operating condition, BMC will submit a cost estimate of needed repairs which will be in addition to service agreement charges. If customer does not authorize such work, BMC may, at its sole discretion, refuse to renew and/or continue this agreement for the unit.
6. It is understood that the equipment covered by this agreement will be located at the customer's address as given on the face of this agreement and service rates are quoted for this location. Should the covered equipment be moved to another location without BMC's prior written approval, it shall be deemed a material breach of this agreement. In such case, BMC at its sole discretion, may immediately terminate and not renew this agreement or charge you inspection and repairs caused by the move and any additional zone charges and continue the agreement in force.
7. BMC Inc. will restore the equipment to factory specifications before maintenance is to go into effect, and customer will pay for any work necessary in restoring the equipment to factory specifications.
8. This maintenance agreement shall in no case extend to software, installation of software including any and all network support, which are separate chargeable items.
9. Service calls caused by operator error are chargeable to the customer and are not covered by this service agreement. When the equipment requires extensive training, BMC will train customer's operators and will charge the customer and customer agrees to pay.
10. In the event any dispute arises with respect to this service agreement and necessitating legal action, the prevailing party shall be limited only to proration amount of this contract.
11. Notwithstanding any other provision set forth herein, in the event customer: (a) has failed to make full payment required under this service agreement; (b) fails to make payment when due on any invoice for equipment, parts, rentals, supplies or services received from BMC Inc.; (c) is otherwise in breach of this service agreement, then BMC at its sole discretion may unilaterally cancel this service agreement without further notice or delay.

CUSTOMER NAME:

All maintenance agreements subject to final acceptance by authorized officer of BMC, Inc.

ACCEPTED BY CUSTOMER:

ACCEPTED BY BMC INC.:

NAME

NAME

SIGNATURE

SIGNATURE

TITLE

DATE

TITLE

DATE



Moulton Niguel Water District  
CPP Maintenance  
Attachment "A"

2- Sharp MX-7580N      CPP Color @ \$.039 B&W @ \$.0045

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2 – Sharp MX-4071      CPP Color @ \$.039 B&W @ \$.0045

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6 – Sharp MX-M4070      CPP B&W @ \$.0045

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10 – Lexmark M1242      CPP B&W @ \$.025

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1 – HP Designjet T830 – All parts and Labor included- No CPP billing and  
No Supplies included





**EQUIPMENT LEASE/RENTAL AGREEMENT**

1. Parties. Equipment rental agreement entered into between BUSINESS MACHINES CONSULTANTS, INC., hereinafter called BMC, and **Moulton Niguel Water District**, hereinafter called client.

2. Rental of Equipment. BMC hereby rents to client and client hereby hires from BMC, subject to the terms, provisions, conditions, and covenants hereinafter set forth, the equipment that is more specifically set forth in the exhibit which is attached hereto as Exhibit "A".

3. Location of Equipment. The equipment shall be located at **to be determined by MNWD** throughout the term of this agreement, and client shall not remove said equipment from that location nor make any alterations or improvements of subject equipment, without BMC'S prior written consent.

4. Term. The term of this rental agreement shall be a period of **36** months, beginning \_\_\_\_\_ 2019\_ and ending August 31, 2022.

5. Rent. In consideration of the renting of the described equipment, client agrees to pay to BMC at BMC'S principal place of business or a place so designated by BMC, on or before the **15** day of each month, a monthly rental of **Two Thousand Two Hundred Dollars and Sixty-Three Cents (\$2,200.63)**, together with any and all applicable taxes which includes, but shall not be limited to, property, sales and use tax.

6. Title to Equipment. Title to the equipment herein rented shall be and at all times remain in name of BMC. Client shall neither remove nor permit removal of any serial number, model number, name or any other identification of ownership.

7. Maintenance. Client agrees, at its own cost and expense, to keep the equipment in good working order during the term of this agreement, subject to the condition that client shall at all times during the term hereof exercise reasonable care in operating the equipment, and shall reimburse BMC for any damage to the equipment caused by fire, theft, accident, neglect, or abuse. On expiration or prior termination of this agreement, client shall surrender the equipment to BMC in as good a condition as when received, reasonable wear and tear resulting from proper use alone excepted.

8. Insurance. Client shall at all times during the term of this agreement, at its own cost and expense, keep each item of equipment herein rented insured to a minimum amount of ten thousand dollars (\$10,000.00) against such risks as BMC shall require. All such insurance shall be with carriers acceptable to BMC, and shall name BMC as beneficiary. Client shall deliver the policies of insurance to BMC and BMC shall be entitled to receive all insurance proceeds collected thereunder.

9. Indemnification. Client agrees to indemnify BMC from and against any and all claims, demands, actions, proceedings, damages, liabilities, costs, and expenses, including attorneys' fees, arising out of, connected with, or resulting from the rented machinery, including without limitation the manufacture, selection, delivery, installation, possession, use, operation or return thereof.

10. Taxes, Liens and Encumbrances. Client shall at all times during the term hereof maintain the subject equipment free and clear of all taxes, liens and encumbrances.

11. Inspection by BMC. For the purpose of examining and inspecting the condition of the equipment herein rented, BMC may from time to time enter any premises wherein the equipment may be kept.

12. Warranties. Client acknowledges that the equipment herein rented is of a size, design, capacity, and manufacture selected by client. BMC IS NOT A MANUFACTURER OF THE EQUIPMENT AND HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY, OR MERCHANTABILITY OF THE RENTED EQUIPMENT. BMC will, however, take any steps reasonably within its power to make available to client any manufacturer's or similar warranty applicable to the rented equipment. BMC shall not be accountable to client for liability, loss, or damage caused or alleged to be caused directly or indirectly by the rented equipment, by any inadequacy thereof, or defect therein, or by an incident in connection therewith, except to the extent such liability, loss, or damage is proximately caused by the negligence of BMC.

13. Client's Right to Possession. Client shall have the right to retain possession of the equipment herein rented only so long as client is not in default hereunder.

14. Default by Client. Punctuality in payment of rent is of the essence of this agreement. If client fails to pay any rent punctually when due, or if any execution or other writ or process is issued in any action or proceeding against client whereby the equipment may be seized or taken or restrained, or if the proceeding in bankruptcy, receivership, or insolvency is instituted by or against client or the property of client or if client enters into any arrangement or composition with its creditors, or if client fails to observe any other term, covenant, or condition of this agreement, a default shall exist hereunder. On default BMC shall have the right to retake immediate possession of the equipment herein rented, and for such purpose, BMC may enter on any premises where such equipment may be kept, and may, with or without notice of intention to do so, retake the same without incurring any liability to client whatsoever.

15. Termination of Agreement. On BMC'S retaking possession of the rented equipment, pursuant to Section 14 hereof, this Agreement will immediately terminate without prejudice to any right or claim for unpaid rent through end of term, or on account of any other default or defaults hereunder. Accordingly, should BMC take possession of the rented equipment and sell it or any portion thereof at public or private sale in accordance with applicable provisions of California law relative to such sales, and apply the proceeds of any such sale, after deducting all costs and expenses incurred in connection with the recovery, repair, storage, and sale of the rented equipment to any obligations of client then due through end of the rental term, with client remaining responsible for any monetary deficiency.

16. Waiver. Any waiver, consent, or approval of any breach or default by client hereunder, and any waiver of any provision or condition of this agreement shall be in writing and shall be effective only to the extent specifically set forth in such writing. No failure to exercise or delay in exercising any right, power, or remedy accruing to BMC on any breach or default, and no waiver of any single breach or default shall be construed as a waiver of any other breach or default theretofore or thereafter occurring. All remedies afforded to BMC under this agreement and by law shall be cumulative and not alternative.

17. Assignment or Sublease. Client shall not, without the prior written consent of BMC (a) assign, transfer, pledge, or hypothecate this agreement, the rented equipment or any part thereof, or any interest therein; (b) sublet or lend the equipment herein rented or any part thereof; or (c) permit the rented equipment or any part thereof to be used by anyone other than client or the employees of client. BMC may assign its interests in this agreement, or any part thereof, as it chooses without the prior approval from clients or any other party.

18. Attorneys' Fees. In the case of a dispute or a breach of this agreement, the prevailing party shall be entitled to recover from the other, reasonable attorneys' fees and court costs in addition to any other damages in connection with any enforcement thereof.

19. Effective Period of Agreement. This agreement shall continue in full force and effect during the period set forth herein. Thereafter, this agreement shall continue for a term equal to the above-specified term unless either party notifies the other party in writing of its election to terminate this agreement. Such notice must be given at least one month prior to the effective date of termination.

20. Notices. All notices to be given under this agreement shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, to the party to be notified at the address set forth herein, or at such other address as such party shall have specified in writing.

21. Applicable Law. This agreement shall be governed by and construed under the laws of the State of California.

22. Entire Agreement, Severability. This agreement embodies the entire agreement of the parties. It may not be modified or terminated except as provided herein or by other written agreement of the parties. If any provision herein is declared invalid, it shall be considered deleted from this agreement and shall not invalidate the remaining provisions hereof.

23. Execution of Agreement. This agreement is not binding until duly executed by a proper officer of BMC at its offices at 6735 Odessa Ave., Lake Balboa, California, and until the receipt and acceptance by BMC of the initial monthly rental fee provided for herein.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019\_ at \_\_\_\_\_,  
California.

**CLIENT:**

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

Signature: \_\_\_\_\_

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

**BMC INC.**

Name: Betzalel N. Eichenbaum



Signature:

Title: Sales Manager

**#8.**

EXHIBIT "A" to Equipment Lease Agreement

Bill To: Moulton Niguel Water District  
Email invoices to [invoices@mnwd.com](mailto:invoices@mnwd.com)

Ship To: Moulton Niguel Water District (three locations below)

Address: 26161 Gordon Road  
Laguna Hills, CA 92653

Address: 26880 Aliso Viejo Parkway  
Aliso Viejo, CA 92626

Address: 26801 Camino Capistrano  
Laguna Niguel, CA 92677

Phone: 949-831-2500

Customer PO # Contract No. OM18-19.113                      Salesman: **#3**

Delivery Date: \_\_\_\_\_ Minimum Rental Period **36 Months**

Make	Model	Serial #	Rental Rate
Per	Value		<b>See RFP Response</b>

**See Attachment A**

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TOTAL MONTHLY PAYMENT: \$ **2,200.63** AND A MONTHLY MAINTENANCE AMOUNT OF \$ see attachment A PER MONTH

INSTALLATION CHARGES **N/A** REMOVAL CHARGES **N/A** TRAINING CHARGES **N/A**  
SPECIAL ACCESSORIES

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**ACCEPTED BY CLIENT:**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ACCEPTED BY BMC INC.:**

NAME: **Betzalel N. Eichenbaum**

TITLE: **Sales Manager**



SIGNATURE:

DATE: 7/28/2019

# BMC

Business Machines Consultants,



**BMC**  
 Business Machines Consultants, Inc.  
 Phone 818 787-2622 • Fax 818 782-4599  
 www.bmc-inc.com  
 6735 Odessa Avenue  
 Lake Balboa, CA 91406-5747

# #8.

July 15, 2019

**Karen Pearson**  
**Moulton Niguel Water District**  
**26880 Aliso Viejo Parkway**  
**Laguna Hills, CA 92656**

1. Letter of Transmittal: RFP for Equipment Leasing and Printing Services  
Due July 16, 2019 2:00PM PDT

Thank you for the opportunity to respond to this RFP. BMC Inc. has been in the Copier Business since our inception in 1971– Sales – Service- Leasing – Support.

**BMC will finance this lease RFP without going to 3<sup>rd</sup> Party Leasing Companies. We will carry our own paper.**

We are basing our RFP quote and prices on 3 “Piggy Back” contracts:

**Sourcewell**

City of Burbank

County of Los Angeles (We are already approved for extension through 2019)

We have provided equipment to numerous School Districts and Municipalities in Orange County. Among them County of Orange, UCI, Garden Grove USD, City of Costa Mesa, City of Orange, Orange USD and numerous others.

We will be able to promptly service your needs and respond within 4-6 hours.

As stated, we are basing our proposal on the Sourcewell formerly NJPA (National Joint Powers Alliance) special Contract #083116-SEC 11/1/2016 – 10/19/2020 (see attached) as well as BMC’s LA County Agreement #MA-IS-1640248-3 for Copiers-MFPs (see attached page 4 of agreement.) and our City of Burbank Agreement.



Item #1 2- Sharp MX-7580N 75ppm Color and B&W Copy/Print/Scan/Email/Fax Letter/Legal/Ledger in all trays

Sharp MX-7580N	Purchase Price:	\$12,469.60 + tax x 2
24 Months Lease		\$549.97/month + tax x 2
<b>36 Months Lease</b>		<b>\$375.23/month + tax x 2</b>
48 Months Lease		\$307.67/month + tax x 2
60 Months Lease		\$248.83/month + tax x 2

**All Inclusive Maintenance: \$.039/Color Page and \$.0045//B&W page billed monthly in arrears.**

Includes all parts, all labor and all supplies except paper and staples.

Configuration: MX-7580N Base with 2 -550 Sheet Trays, 2,100 Sheet Tandem Tray and 100 Sheet Bypass + MX-LCX3n – 3,000 Sheet LCPC Letter/Legal/Ledger

Total Sheet Capacity: **6,300**

MX-FN19 – 50 Sheet Stapling Multi-Position Finisher

MX-RB12N – Paper Pass Unit

MX-PN12B – Hole Punch Kit

MX-FX15 – Fax Kit

MX7580 Supply Kit Installed

MX-E524ZNT – Digital 208/230 Volt, 20Amps Power Surge Protector

Shipping/Installation/Training/Support

# #8.



Shown with 4 – Trays, LCPC and Side Exit

Item #2 2- Sharp MX-4071 40ppm Color and B&W Copy/Print/Scan/Email/Fax Letter/Legal/Ledger in all trays

Sharp MX-4071	Purchase Price:	\$6,489.00 + tax x 2
24 Months Lease		\$278.38/month + tax x 2
<b>36 Months Lease</b>		<b>\$189.93/month + tax x 2</b>
48 Months Lease		\$155.74/month + tax x 2
60 Months Lease		\$125.95/month + tax x 2

**All Inclusive Maintenance: \$.039/Color Page and \$.0045/B&W page billed monthly in arrears.**

Includes all parts, all labor and all supplies except paper and staples.

Configuration: MX-4071 Base with 3 -550 Sheet Trays and 100 Sheet Bypass +Letter/Legal/Ledger

Total Sheet Capacity: **1,750**

MX-DE26N adds 2 -550 Trays + Stand to base model with 550 Tray

MX-FN28 – 50 Sheet Stapling Multi-Position Finisher

MX-RB25N – Paper Pass Unit

MX-PN15B – Hole Punch Kit

MX-FX15 – Fax Kit

MX4071 Supply Kit Installed

AR-5133NT – Digital 120 Volt, 15Amps, 2 Outlets Power Surge Protector

Shipping/Installation/Training/Support





Shown with 4 trays

Item #3 6- Sharp MX-M4070 40ppm B&W Copy/Print/Scan/Email/Fax Letter/Legal/Ledger in all trays

Sharp MX-M4070	Purchase Price:	\$3,752.00 + tax x 6
24 Months Lease		\$160.96/month + tax x 6
<b>36 Months Lease</b>		<b>\$109.82/month + tax x 6</b>
48 Months Lease		\$90.05/month + tax x 6
60 Months Lease		\$72.83/month + tax x 6

**All Inclusive Maintenance: \$.0045/B&W page billed monthly in arrears.**

Includes all parts, all labor and all supplies except paper and staples.

Configuration: MX-M4070 Base with 3 -550 Sheet Trays and 100 Sheet Bypass +Letter/Legal/Ledger

Total Sheet Capacity: **1,750**

MX-DE26N adds 2 -550 Trays + Stand to base model with 550 Tray

MX-FX15 – Fax Kit

MX4071 Supply Kit Installed

AR-5133NT – Digital 120 Volt, 15Amps, 2 Outlets Power Surge Protector

Shipping/Installation/Training/Support

# #8.



Item #4 10 – Lexmark M1242 42ppm B&W Network Printers  
Letter/Legal

Lexmark M1242	Purchase Price:	\$579.00 + tax x 10
24 Months Lease		\$24.90/month + tax x 10
<b>36 Months Lease</b>		<b>\$17.37/month + tax x 10</b>
48 Months Lease		\$13.90/month + tax x 10
60 Months Lease		\$11.25/month + tax x 10
<b>All Inclusive Maintenance:</b>	<b>\$.025/B&amp;W page billed monthly in arrears.</b>	

Includes all parts, all labor and all supplies except paper and staples.

Configuration: M1242 Base Tray 250 + 2 -550 Sheet Trays and 100 Sheet Bypass +Letter/Legal  
Total Sheet Capacity: **1,450**  
**2 - #36S3110 Extra 550 Sheet Trays letter/Legal**  
Shipping/Installation/Training/Support



Item #5 1 – HP DesignJet T830 36-in MFP

D size scan and print

HP DesignJet T830 36-in MFP Purchase Price: \$7,923.00 + tax  
HP 5y Nbd Designjet T830 MFP HW Support, T830, 5 years of hardware support. Next business day onsite response. 8am-5pm, Std bus days excluding HP holidays.

24 Months Lease	\$336.65/month + tax
<b>36 Months Lease</b>	<b>\$237.69/month + tax</b>
48 Months Lease	\$190.15/month + tax
60 Months Lease	\$153.79/month + tax

Includes all parts, all labor on site except supplies

Printer Type:	Large-format
Printer Technology:	Thermal Inkjet
Printer Interface:	Wi-Fi; Gigabit Ethernet
Printer Speed:	25 sec/page on A1/D, 82 A1/D prints per hour
Printer Output:	Color

Print Max Resolution (Color): 2400 x 1200 optimized dpi

## #8.

Duplex Printout:	N/A
RAM / Total Installed Size:	1.00 GB
Model:	DesignJet T830
<b>Media</b>	
Printer / Media Type:	Bond and coated paper (bond, coated, heavyweight coated, recycled, plain, bright white, gloss, semigloss, premium, polypropylene), self-adhesive (adhesive, polypropylene)
Printer Media Size (Standard):	210 to 914-mm wide sheets, 279 to 914-mm rolls
Printer Media Size (Custom):	Input tray: 210 x 279 to 330 x 482 mm, manual feed: 330 x 482 to 914 x 1897 mm, roll
<b>Dimensions&amp;Miscellaneous</b>	
Width:	55.23 Inch
Depth:	24.76 Inch
Height:	45.47 Inch
<b>Power / Battery</b>	
Power Consumption Operational:	35 Watt

Each Department will get a logon and password. We can provide a master log on for Purchasing and IT if requested.

You can request additional supplies if needed. On installation we provide one backup for key high volume users and automatically ship when we get an alert of toner being at 10%.- 25% This is so you never run out and also do not need to inventory toners.

BMC Inc. does not own any other entity. We provide all sales, service and support via our own staff. In addition, as a backup BMC offers the Sharp 3 Years Performance Guarantee. If the Copier-MFP cannot be fixed by our staff and the Sharp Factory Technician cannot do it, we will replace the unit with a like or newer replacement model.

Included in this RFP are Sharp Copier-MFPs and Lexmark Printers and HP T830 Designjet with all required components necessary for installation and operation.

Delivery, installation and testing.

User manuals and quick reference user guides when available

In-person on-site training.

Cost of returning the copiers to BMC at end of contract.

Cost of wiping/removing/destroying storage media at end of lease term, before copiers are returned to BMC. This is not needed on the Sharp as they include End of Lease Total Erase Capability and Data Security of 10X Erase/Overwrite plus 256bit encryption.

**Maintenance and Supplies:** All Included on Cost-Per-Page actual usage billing monthly in arrears.

We can read meters either remotely through the City Network, or set up copiers to Email meters monthly.

Each Copier-MFP has a minimum number of Copies/Prints included per month. Fax transmission and scanning will not count as a copy.

There will be no limit to maximum allowable copies.

The per/copy price will be for the full lease term and a 10% increase for subsequent lease renewal terms, if exercised.

The maintenance price will include ALL of the following items

Preventive maintenance.

Remedial maintenance.

Firmware/software, including upgrades/updates, and technical support.

Storage media replacement.

All consumable supplies (paper and staples are specifically excluded) except on Designjet.

Shipping/delivery charges for consumable supplies.

Copies made during service are not included in the usage charges. BMC is responsible for all cost of copies made during service.

**Installation and Removal Charges:** None. BMC will pick up equipment at end of lease when requested by Moulton Niguel Water District at no additional charge. **We will do an End of Lease Total Data Erase. No need to remove the Hard Drives!**

**Invoicing:** All Copiers-MFPs and Printers will be billed by BMC monthly in advance. All Cost-Per-Copy overage charges will be billed by BMC Inc. monthly in arrears for actual usage.

## #8.

**Delivery:** BMC Inc. orders the equipment new from Sharp and Lexmark specifically for Moulton Niguel Water District.

Prior to installation, we request to do a site inspection. Attached is a site survey that we will need IT to fill out. BMC Inc. will unpack equipment, set up and test at BMC. We will install the Site Survey details such as IP Address, SMTP Gateway etc. up front so when we deliver it can be done very quickly.

**Toner Recycling:** Each department will get a FREE Sharp Toner Recycling box where used toners may be collected and shipped no charge to **Sharp** for recycling.

We also offer our online 24x7 service request, supply ordering and meter reading entry on our **e-Info** as a backup. Users can also ask questions and request help online.

BMC Inc. will have 3 full time technicians available to Moulton Niguel Water District and as such we expect to offer a fast 1-4 hours same day service response.

### **24/7 Training with MySharp**

It gives me great pleasure to welcome you to “My Sharp™” at BMC, INC - SVC, your customized online resource for demonstrations and information to support your Sharp product(s).

My Sharp™ is designed as a free Internet resource to help you with any of your printing, copying, scanning, faxing or supply training needs. This unique website will allow you to access demonstrations containing knowledge, tips and techniques for using your Sharp product(s). As your business needs evolve, My Sharp™ can be customized to grow with your business. It is truly a one-of-a-kind service.



# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 8, 2019

**FROM:** Matt Collings, Assistant General Manager

**SUBJECT:** Amendment No. 8 to the Santiago Aqueduct Commission Joint Powers Agreement

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### SUMMARY:

Issue: Amendment No. 8 to the Santiago Aqueduct Commission (SAC) Joint Powers Agreement is being proposed to finalize the transfer of capacity in the Baker Pipeline from The Irvine Company to the Irvine Ranch Water District (IRWD).

Recommendation: It is recommended that the Board of Directors approve Amendment No. 8 to the SAC Joint Powers Agreement; and authorize the General Manager or Assistant General Manger to execute Amendment No. 8.

Fiscal Impact: No fiscal impact; the District's capacity in the Baker Pipeline will remain unchanged.

Reviewed by Committee: Yes

Reviewed by Legal: Yes

### BACKGROUND:

The Santiago Aqueduct Commission is responsible for the operation and maintenance of the Baker Pipeline, a 12-mile pipeline that delivers untreated water from the Santiago Lateral at Irvine Lake into south Orange County. Currently, the Baker Pipeline primarily delivers untreated water to either the Baker Water Treatment Plant or the Trabuco Canyon Water District's Dimension Treatment Plant. Pipeline capacity owners include the District, IRWD, Santa Margarita Water District, El Toro Water District, Trabuco Canyon Water District, East Orange County Water District, the County of Orange, and The Irvine Company. The District owns 13 cubic feet per second (cfs) capacity in the Baker Pipeline to support untreated water deliveries to the Baker Water Treatment Plant.

## #9.

Amendment No. 8 to the Santiago Aqueduct Commission Joint Powers Agreement  
August 8, 2019

Page 2 of 2

IRWD has agreed to purchase The Irvine Company's 2.5 cubic feet per second (cfs) capacity in the first reach of the Baker Pipeline. The Irvine Company does not own capacity in the subsequent reaches. SAC considered and approved the proposed amendment No. 8 to the Joint Powers Agreement at the March 21, 2019 meeting. Since the proposed amendment impacts the underlying Joint Powers Agreement, the amendment must be approved by each of the member agencies.

### **DISCUSSION:**

The purpose of Amendment No. 8 to the SAC Joint Powers Agreement is to memorialize the effect of the transfer of capacity between The Irvine Company and IRWD. Further, it acknowledges that each SAC member and represented agencies not participating in the transfer of capacity will retain the same capacity rights previously held by each agency. The Operations and Maintenance expenses and Capital Improvement Project costs associated with the Baker Pipeline for the District will not be modified as a result of the proposed Amendment No. 8.

As such, staff is recommending that the Board of Directors approve Amendment No. 8 to the SAC Joint Powers Agreement.

### Attachments:

1. Exhibit A – Assignment and Assumption Agreement between IRWD and The Irvine Company
2. Exhibit B – Amendment No. 8 to the Santiago Aqueduct Commission Joint Powers Agreement



## EXHIBIT "A"

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Agreement**”) is dated July 1, 2018 (the “**Effective Date**”) and is between **IRVINE RANCH WATER DISTRICT**, a California water district, organized under Division 13 of the California Water Code (“**IRWD**”), and The Irvine Company LLC, a Delaware limited liability company, as successor-in-interest to The Irvine Company, a Delaware corporation (“**TIC**”). IRWD and TIC are each a “**Party**” and together are the “**Parties**.”

On or about April 13, 1961, the Los Alisos Water District, the El Toro Water District, and the Orange County Municipal Water District entered into the Santiago Aqueduct Commission Joint Powers Agreement (the “**JPA**”). The JPA created the Santiago Aqueduct Commission (“**Commission**”) to construct, maintain, repair and manage the Santiago Aqueduct (“**Aqueduct**”), which would transmit water to the parties to the JPA.

The JPA was amended seven times, by: Amendment to the JPA (on or about September 11, 1961); Amendment No. 2 to the JPA (on or about January 1, 1978)(“**Amendment 2**”); Amendment No. 3 to the JPA (on or about January 13, 1978) (“**Amendment 3**”); Amendment No. 4 to the JPA (on or about September 1, 1981) (“**Amendment 4**”); Amendment No. 5 to the JPA (on or about October 22, 1986); Amendment No. 6 to the JPA (on or about July 8, 1999); and Amendment No. 7 to the JPA (on or about June 19, 2014). These Amendments, along with all exhibits and attachments thereto, are collectively identified in this Agreement as the “**Amendments**.” TIC was not a signatory to the JPA nor any of the Amendments other than Amendment 3 and Amendment 4.

Amendment 2 added IRWD as a party and as a member of the Commission and TIC as a party to the JPA with respect to certain matters. That amendment, and various other leases and subleases issued pursuant to the Amendments, granted the Parties certain rights and obligations with respect to the construction, maintenance, operation of water lines to be constructed parallel to the Aqueduct to supply water to, among others, the Parties. Pursuant to the JPA Amendments, TIC possesses 2.5 cfs capacity in Reach 1U of the Aqueduct, also known as the Baker Pipeline.

The Parties intend by this Agreement to assign and transfer TIC’s rights and obligations under the JPA, the Amendments, and any other leases or subleases related thereto, to IRWD for valuable consideration.

The Parties therefore agree as follows:

1. **Assignment.** In exchange for IRWD’s payment to TIC of the sum of \$56,410.00 (the “**Transfer Fee**”) concurrent with the delivery of this Agreement, TIC hereby assigns and transfers to IRWD all of TIC’s right, title, interest and obligations under the JPA and the Amendments (collectively, the “**TIC Interest**”) effective as of July 1, 2018. Upon assignment and transfer of the TIC Interest as set forth in this section, IRWD accepts from TIC all such TIC Interest, subject to the terms and conditions set forth in this Agreement.

2. **Assumption.** IRWD assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by TIC under the JPA and the Amendments.

3. Assignor Representations. TIC represents that, to TIC's knowledge, (a) TIC has not transferred or assigned any portion of the TIC Interest (including the 2.5 cfs capacity in Reach 1U as set forth in the Amendments), (b) TIC has not amended, modified or terminated the JPA or the Amendments except as set forth therein, and (c) TIC has not breached the JPA or the Amendments. As used herein, "to TIC's knowledge" shall mean and refer to the current knowledge of Peter Changala, who is the employee of TIC's affiliate (Irvine Management Company) who is most likely to know about the status of the TIC Interest.

4. As-Is; Where-Is. Except as otherwise set forth in Section 3 above, IRWD acknowledges and agrees that it is accepting the assignment and conveyance of the TIC Interest based solely upon IRWD's inspection and investigation of the same and all documents related thereto, or its opportunity to do so, and the TIC Interest is assigned in an "AS IS, WHERE IS" condition, without relying upon any representation or warranties, express, implied or statutory, of any kind. Notwithstanding anything to the contrary, TIC's aggregate liability in connection with this Agreement shall not exceed the amount of the Transfer Fee.

5. Successors and Assigns. This Agreement will be binding on and inure to the benefit of the Parties, their heirs, executors, administrators, successors in interest, and assigns.

6. Choice of Law and Venue. All matters relating to this Agreement are governed by the laws of the State of California, and venue for any action related to the Agreement shall be the Superior Court of Orange County.

7. Notice. Any notice will be deemed given by depositing it in the United States Mail, first class, return receipt requested, or by courier or overnight delivery service and addressed as follows:

If to IRWD:

Irvine Ranch Water District  
16500 Sand Canyon Avenue  
P.O. Box 5700  
Irvine, CA 92619-7000  
Attn: Paul A. Cook, General Manager

If to TIC:

The Irvine Company LLC  
550 Newport Center Drive  
Newport Beach, CA 92660  
Attn: General Counsel

8. Amendment. Any amendment or modification of this Agreement must be written and properly executed by both Parties.

9. Interpretation. Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.

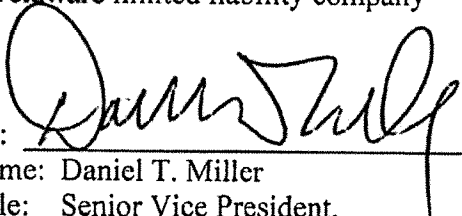
10. Further Assurances. The Parties shall take such actions, or execute, acknowledge and deliver, or obtain the execution, acknowledgment, and delivery of such instruments as are reasonably necessary, appropriate or desirable to give effect to the provisions of this Agreement.


11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding TIC's assignment and IRWD's assumption of all of the TIC Interest. This Agreement supersedes all prior or contemporaneous agreements, commitments, conditions, discussions, instruments, offers, promises and/or proposals between the Parties regarding TIC's assignment and IRWD's assumption of all of the TIC Interest, whether oral or written.

12. Authority. The Parties represent that the individuals executing this Agreement have the legal power, right and actual authority to bind that Party to the terms and conditions of this Agreement.

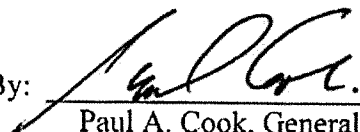
IRWD and TIC are signing this Agreement to be effective as of the Effective Date.

**THE IRVINE COMPANY LLC,**  
a Delaware limited liability company

By:   
Name: Daniel T. Miller  
Title: Senior Vice President,  
Entitlement & Public Affairs

By:   
Name: Peter J. Changala  
Title: Vice President, Ag Operations

**IRVINE RANCH WATER DISTRICT**

By:   
Paul A. Cook, General Manager

**APPROVED AS TO FORM:**  
Lewis Brisbois Bisgaard & Smith, LLP

By:   
General Counsel



## EXHIBIT "B"

AMENDMENT NO. 8  
TO THE  
SANTIAGO AQUEDUCT COMMISSION  
JOINT POWERS AGREEMENT

This Amendment No. 8 to the Santiago Aqueduct Commission Joint Powers Agreement (“**Amendment No. 8**”) is effective March 21, 2019, and is between the following six member agencies of the SANTIAGO AQUEDUCT COMMISSION (the “**Commission**”) created by a Joint Powers Agreement dated September 11, 1961 (as amended, the “**Joint Powers Agreement**”):

EL TORO WATER DISTRICT;  
IRVINE RANCH WATER DISTRICT (“**IRWD**”) on its own behalf and as assignee of  
The Irvine Company;  
MOULTON NIGUEL WATER DISTRICT;  
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (formerly known as Orange  
County Municipal Water District) (“**MWDOC**”) on behalf of represented  
agencies EAST ORANGE COUNTY WATER DISTRICT (“**EOCWD**”) and the  
County of Orange (the “**County**”);  
SANTA MARGARITA WATER DISTRICT; and  
TRABUCO CANYON WATER DISTRICT (formerly known as Santa Ana Mountains  
County Water District).

The member agencies are also sometimes referred to as the “**Parties.**” Together EOCWD and the County are the “**represented agencies**” but are not member agencies.

The Joint Powers Agreement has been previously amended by the following amendments: the first Amendment (December 20, 1974); Amendment No. 2 (January 13, 1978); Amendment No. 3 (November 1, 1978); Amendment No. 4 (September 1, 1981); Amendment No. 5 (October 22, 1986), Amendment No. 6 (July 8, 1999); and Amendment No. 7 (June 19, 2014).

The Joint Powers Agreement (as amended) establishes certain hydraulic grade lines and capacity rights for the member agencies and represented agencies in the various reaches of the Santiago Aqueduct, also known as the Baker Pipeline. The costs of maintenance, capital repairs and capital improvements to the Baker Pipeline are allocated to the member agencies and represented agencies in proportion to each party’s capacity rights in each reach as compared with the total capacity for each reach and in proportion to the length of each reach as compared with the entire length of the Baker Pipeline.

Capacity rights in the Baker Pipeline have been transferred among various member agencies and represented agencies, as previously reflected in the tables set forth in Amendment No. 7.

In 2018, IRWD and The Irvine Company executed an *Assignment and Assumption Agreement* (the “**Transfer Agreement**”) to transfer The Irvine Company’s capacity in the Baker

Pipeline to IRWD. The transfer of capacity rights and the resulting allocations of maintenance, capital repairs, and capital improvement costs became effective as of July 1, 2018. The Parties intend by this Amendment No. 8 to memorialize the effect of the Transfer Agreement and acknowledge that each of the Parties and represented agencies not participating in the Transfer Agreement will retain the same capacity rights identified in Amendment No. 7. The Parties also intend by this Amendment No. 8 to clarify the members of the Commission following IRWD’s consolidation in 2010 with former member agency Los Alisos Water District.

Therefore, the Parties amend the Joint Powers Agreement as follows:

SECTION 1. Exhibit A to this Amendment No. 8 depicts the capacities and hydraulic grade lines in the Baker Pipeline resulting from the Transfer Agreement. Exhibit B to this Amendment No. 8 depicts the corresponding allocation of costs of maintenance, capital repairs, and capital improvements for each reach of the Baker Pipeline and the Baker Pipeline in its entirety. Both exhibits are incorporated by reference into the Joint Powers Agreement and shall amend and supersede in their entirety the capacities and hydraulic grade lines in the Baker Pipeline as well as the allocation of costs previously set forth in the Joint Powers Agreement.

SECTION 2. In order to reflect the consolidation of Los Alisos Water District with IRWD, and the transfer of The Irvine Company’s capacity to IRWD, the first two paragraphs of Section 3 of the Joint Powers Agreement, as amended by Amendment No. 6, are amended to read as follows:

“The Commission shall consist of six (6) regular members, one (1) regular member to be selected by each of the following member agencies:

- El Toro Water District;
- Irvine Ranch Water District;
- Moulton Niguel Water District;
- Municipal Water District of Orange County;
- Santa Margarita Water District; and
- Trabuco Canyon Water District.

The Commission shall maintain and operate the Baker Pipeline. Each member agency shall have one vote. MWDOC shall represent itself, EOCWD and the County of Orange. Each member agency may appoint two alternate members, designated a first alternate member and a second alternate member, to the Commission.”

SECTION 3. Except as modified by this Amendment No. 8, the Parties reaffirm the Joint Powers Agreement as amended by the prior seven amendments described above. The Parties shall execute this Amendment No. 8 in duplicate, each identical duplicate of which will be considered an original.

*[Signatures appear on following pages.]*

The Parties have executed this Amendment No. 8 on the dates set forth below.

DATED: \_\_\_\_\_

EL TORO WATER DISTRICT

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

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

APPROVED AS TO FORM:  
Redwine and Sherrill, LLP

By: \_\_\_\_\_  
District Counsel

DATED: \_\_\_\_\_

IRVINE RANCH WATER DISTRICT

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

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

APPROVED AS TO FORM:  
Lewis Brisbois Bisgaard & Smith, LLP

By: \_\_\_\_\_  
District Counsel

**#9.**

DATED: \_\_\_\_\_

MOULTON NIGUEL WATER DISTRICT

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

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

APPROVED AS TO FORM:  
Best Best & Krieger LLP

By: \_\_\_\_\_  
District Counsel

DATED: \_\_\_\_\_

MUNICIPAL WATER DISTRICT OF ORANGE  
COUNTY

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

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

APPROVED AS TO FORM:  
Best Best & Krieger, LLP

By: \_\_\_\_\_  
District Counsel



DATED: \_\_\_\_\_

SANTA MARGARITA WATER DISTRICT

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

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

APPROVED AS TO FORM:  
Best Best & Krieger, LLP

By: \_\_\_\_\_  
District Counsel

DATED: \_\_\_\_\_

TRABUCO CANYON WATER DISTRICT

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

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

APPROVED AS TO FORM:  
Atkinson, Andelson, Loya, Ruud & Romo, LLP

By: \_\_\_\_\_  
District Counsel

EXHIBIT A

SANTIAGO AQUEDUCT COMMISSION  
BAKER PIPELINE  
PIPELINE CAPACITIES

	Reach 1U	Reach 2U	Reach 3U	Reach 4U	Reach 5U
Length (LF)	9,400	10,425	7,950	28,500	6,070
HGL Elevation at End of Reach <sup>1</sup>	816	788	770	703	690
Agency	CFS	CFS	CFS	CFS	CFS
East Orange County Water District	10.00	-	-	-	-
County of Orange	1.00	1.06	1.06	1.06	-
Irvine Ranch Water District	49.00	14.59	10.54	10.54	10.50
Santa Margarita Water District	13.00	13.08	13.05	13.05	13.00
Trabuco Canyon Water District	8.00	8.05	8.03	8.03	8.00
El Toro Water District	5.00	5.00	5.00	5.00	5.00
Moulton Niguel Water District	13.00	13.00	13.00	13.00	13.00
Total Capacity	99.00	54.78	50.68	50.68	49.50

<sup>1</sup> Beginning HGL elevation of 832 at OC-33

## Exhibit B

Pipeline Capacities  
Maintenance, Capital Repair, and Capital Improvement Share, Total and By Reach

Length (LF)	Reach 1U 9,400		Reach 2U 10,425		Reach 3U 7,950		Reach 4U 28,500		Reach 5U 6,070		Total Pipeline 62,345	
	Capacity Length	%	Capacity Length	%	Capacity Length	%	Capacity Length	%	Capacity Length	%	Capacity Length	%
<b>East Orange County Water District</b>	94,000	9.53%	-	-	-	-	-	-	-	-	94,000	2.58%
<b>County of Orange</b>	9,400	0.95%	11,051	2.33%	8,427	2.33%	30,210	2.33%	-	-	59,088	1.62%
<b>Irvine Ranch Water District</b>	460,600	49.84%	152,101	26.52%	83,793	20.73%	300,390	20.73%	63,735	21.22%	1,060,619	29.06%
<b>Santa Margarita Water District</b>	122,200	13.35%	136,359	23.65%	103,747	25.61%	371,925	25.61%	78,910	26.26%	813,141	22.28%
<b>Trabuco Canyon Water District</b>	75,200	8.15%	83,921	14.64%	63,839	15.81%	228,855	15.81%	48,560	16.16%	500,375	13.71%
<b>El Toro Water District</b>	47,000	5.05%	52,125	9.13%	39,750	9.87%	142,500	9.87%	30,350	10.10%	311,725	8.54%
<b>Moulton Niguel Water District</b>	122,200	13.13%	135,525	23.73%	103,350	25.65%	370,500	25.65%	78,910	26.26%	810,485	22.21%
<b>Total</b>	930,600	100%	571,082	100%	402,906	100%	1,444,380	100%	300,465	100%	3,649,433	100%





# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 8, 2019  
**FROM:** Todd Novacek, Director of Operations  
Len Barton, Safety & Compliance Coordinator  
**SUBJECT:** Risk and Resilience Assessment

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### SUMMARY:

Issue: Congress signed into law the America's Water Infrastructure Act (S.3021, Law 115-270). Per Section 2013 of Title II, the AWIA requires utilities to conduct Risk and Resilience Assessments of their community water systems and develop a corresponding Emergency Response Plan.

Recommendation: It is recommended that the Board of Directors approve an agreement with Municipal Water District of Orange County for a not-to-exceed amount of \$160,090 for Herndon Solutions Group to complete the District's Risk and Resilience Assessment; authorize the General Manager or Assistant General Manager to execute the agreement; and to approve change orders up to 20% of the authorization amount.

Fiscal Impact: Sufficient funds are included in the Fiscal Year 2019-20 Operating Budget.

Reviewed by Committee: Yes

Reviewed by Legal: Yes

### BACKGROUND:

On October 23, 2018, Congress signed into law the America's Water Infrastructure Act (AWIA) (S.3021, Law 115-270). Per Section 2013 of Title II, the AWIA requires utilities to conduct Risk and Resilience Assessments (RRA) of their community water systems and develop a corresponding Emergency Response Plan (ERP). Upon completion of the RRA, the utility is to submit self-certification to the U.S. Environmental Protection Agency (USEPA) indicating that the RRA is complete and complies with AWIA.

Within six (6) months of submitting the RRA certification letter, the utility is required to submit a self-certification to USEPA for the corresponding ERP.

# #10.

## Risk and Resilience Assessment

August 8, 2019

Page 2 of 3

The requirements that were finalized in Spring 2019 by the USEPA requires these documents to be updated every 5 years. The compliance due dates are:

Population Served*	Risk Assessment	Emergency Response Plan (ERP)**
≥100,000	March 31, 2020	September 30, 2020
50,000-99,999	December 31, 2020	June 30, 2021
3,301-49,999	June 30, 2021	December 30, 2021

\*Population served is based on CA SWRCB DDW population numbers associated with the Water System's ID.

\*\*ERP certifications are due six months from submittal of the risk assessment certification. Dates shown above are based on a utility submitting a risk assessment on the final due date. Penalties for missing deadlines is up to \$25,000 per day.

### **DISCUSSION:**

MWDOC worked with the regional utilities to determine the level of interest in a joint Request for Proposals (RFP) solicitation and contract. At this time, 25 of 28 utilities have expressed an interest in participating. Due to the short time frame for compliance requirements, District staff believes there are a number of benefits to participating in this program, including a consistent county-wide final product and a comprehensive all-hazards response strategy.

MWDOC solicited proposals from 7 firms and 5 were able to complete the identified scope of work. The proposals were reviewed at a meeting of the interested agencies and ranged from \$160,090 to approximately \$475,000 per assessment. The collective recommendation was to award the contract to Herndon Solutions Group to complete the assessment. MWDOC is requesting commitment from the individual agencies desiring to participate in the agreement with Herndon Solutions Group.

The proposed agreement includes provisions to update the District's Emergency Response Plan and, also create a Risk and Resiliency Assessment which includes a comprehensive cyber security assessment. There are three phases to meet the AWIA requirements:

- Phase 1: Design and Complete a Crosswalk Review
- Phase 2: Completion of the Risk and Resiliency Assessment (RRA)
- Phase 3: Emergency Response Plan (ERP) Update

Phase 1- Crosswalk	Phase 2- RRA	Phase 3- ERP	Agency Total
\$15,099	\$83,425	\$61,566	<b>\$160,090</b>

Risk and Resilience Assessment

August 8, 2019

Page **3** of **3**

Staff recommends that the District participate in the MWDOC County-wide effort. If approved, participating in this program will ensure meeting the deadline and making five-year renewals with the Environmental Protection Agency (EPA) more efficient and accurate.

Attachment: Agreement for Sharing Consultant Costs for 2019 AWIA Compliance Risk and Resiliency Assessments and Emergency Response Plans for Participating Agencies (Phase II and III)





AGREEMENT FOR SHARING CONSULTANT COSTS  
FOR 2019 AIWA COMPLIANCE RISK AND RESILIENCY ASSESSMENTS AND  
EMERGENCY RESPONSE PLANS FOR PARTICIPATING AGENCIES  
(PHASES II AND III)

THIS AGREEMENT is made and entered into as of October 2019, by and between:

1. Irvine Ranch Water District
2. City of Santa Ana
3. South Coast Water District
4. City of Huntington Beach
5. City of Garden Grove
6. Moulton Niguel Water District
7. Santa Margarita Water District
8. City of Fullerton
9. City of Orange
10. East Orange County Water District
11. City of San Juan Capistrano
12. City of Westminster
13. City of Buena Park
14. Yorba Linda Water District
15. City of Tustin
16. City of Newport Beach
17. City of La Habra
18. City of Fountain Valley
19. City of San Clemente
20. El Toro Water District
21. City of Brea
22. City of Seal Beach
23. Trabuco Canyon Water District
24. Serrano Water District,

(collectively "Participating Agencies" and individually "Participating Agency") and the Municipal Water District of Orange County ("MWDOC"). The Participating Agencies and MWDOC are also collectively referred to as "Parties."

RECITALS

WHEREAS, Per Section 2013 of Title II, America’s Water Infrastructure Act (“AIWA”), utilities are required to design and complete an AWIA Compliance Crosswalk; conduct a Risk and Resilience Assessment (“RRAs”) for their agency; and develop or update an Emergency Response Plan (“ERP”); and

WHEREAS, each Participating Agency has the responsibility under AWIA to conduct a RRA and prepare an ERP for its respective agency; and

WHEREAS, the Participating Agencies share many water supply characteristics, including water sources, regional water management agencies, location, climate history, and demographics; and

WHEREAS, the Participating Agencies and MWDOC desire to cooperate with each other to obtain economies of scale and thereby reduce preparation costs for each of the Participating Agencies in conducting RRAs and subsequently preparing or updating an ERP in response to AIWA requirements; and

WHEREAS, MWDOC and the Participating Agencies have jointly prepared and agreed to a Scope of Work that was incorporated into a Request for Proposals for AWIA Compliance Crosswalks, Risk and Resilience Assessments, and Emergency Response Plans for Orange County Water Utilities, issued Wednesday, May 15, 2019 ("RFP") and HSG, LLC, dba Herndon Solutions Group ("HSG" or "Consultant") was chosen as the successful consultant to prepare each Participating Agencies' AWIA Compliance Crosswalk, RRA and ERP; and

WHEREAS, Consultant has been retained for three separate and distinct phases of work under the RFP; Phase I, Design and Completion of AWIA Compliance Crosswalks for each of the Participating Agencies; Phase II, conducting RRAs based on AWIA requirements, the Participating Agency's Specific AWIA Compliance Crosswalk and other materials provided by Participating Agencies; and Phase III, updating or creating an ERP for each of the Participating Agencies based on AWIA requirements, the Agency's current ERP, the Agency Specific AWIA Compliance Crosswalk, the Agency Specific RRA, and other materials provided by Participating Agencies; and

WHEREAS, Phase I is in the process of being completed under a separate arrangement for MWDOC and Participating Agencies, and the scope of work for Phases II and III will be finalized based on the results of Phase I and execution of this Agreement; and

WHEREAS, MWDOC and its staff are willing to coordinate this process, including the preparation and administration of a professional services agreement with the selected consultant; and the administration of the cost sharing provisions of this Agreement;

NOW, THEREFORE, in consideration of the payment of money as set forth below and the mutual promises of the Parties hereto, it is agreed:

#### 1. Engagement of Consultant and Administration of Consultant Agreement

MWDOC has executed a professional services agreement for the work identified in the Request for Proposals to HSG for purposes of Phases I, II and III of the RFP ("Consultant Agreement"), and this Agreement is necessary to provide a budget estimate for the scope of services for each Participating Agency for Phases II and III along with other MWDOC costs, as attached as Exhibit A. MWDOC has amended its standard professional services agreement form for the Consultant Agreement and required appropriate types and limits of insurance coverage. Each CGL policy shall identify MWDOC, the Participating Agencies, and their directors, officers, agents, employees, attorneys, consultants and volunteers as additional insureds, or be endorsed to identify these parties as additional insureds using a form acceptable to MWDOC. The Consultant Agreement requires the consultant's insurer(s) to waive all

rights of subrogation against MWDOC, the Participating Agencies, and their directors, officers, agents, employees, attorneys, consultants and volunteers. The Consultant Agreement requires Consultant to ensure that its sub-consultants, if any, provide similar insurance coverage.

1.2 MWDOC shall coordinate all aspects of the proposed work with Consultant and communicate with each Participating Agency, regularly and upon request of the Participating Agency, regarding the status and substance of Phases II and III;

1.3 MWDOC shall make payments to the Consultant for progress payments as work proceeds. MWDOC shall withhold 10% of each progress payment to Consultant in a retention fund until such time as every Participating Agency has notified MWDOC that it is satisfied with the final RRAs and ERPs prepared for it by Consultant.

1.4 Each Participating Agency shall provide all documents, information and assistance requested by Consultant during the performance of the Consultant Agreement.

## 2. Cost Sharing by Participating Agencies.

### 2.1 MWDOC shall:

2.1.1 Collect from each Participating Agency upon execution of this Agreement or at other times as agreed upon between MWDOC and Participating Agency amounts that will total to the full amount of the portion of the total cost allocated to that Participating Agency based on the Consultant's proposal and other MWDOC costs for Phases II and III, as estimated in the attached Exhibit A;

2.1.2 Inform each Participating Agency of any proposed extra work under the Consultant Agreement that relates to preparation of that Participating Agency's final RRAs and ERPs for Phases II and III and that would result in an increase in that Participating Agency's payment under this Agreement. MWDOC and the affected Participating Agency must both approve such extra work before MWDOC will notify Consultant to proceed with the work.

2.1.3 Be responsible for making progress payments directly to Consultant from funds paid to MWDOC by Participating Agencies (see section 1.3).

2.1.4 Prepare a final accounting and either distribute any remaining funds collected from the Participating Agencies back to the Participating Agencies or issue a final bill to Participating Agencies where there are funds due.

### 2.2 Each Participating Agency shall:

2.2.1 Pay to MWDOC upon execution of this Agreement or at other times as agreed upon between MWDOC and Participating Agency amounts that will total to the full amount of the portion of the total cost allocated to that Participating Agency

in the selected contractor's proposal plus other MWDOC costs, as estimated in the attached Attachment A;

2.2.2 Pay to MWDOC, upon approval of any extra work under the Consultant Agreement that relates to preparation of its final RRAs and ERPs for Phases II and III, the full amount owed for the approved work. Each Participating Agency shall bear all costs associated with extra work it approves.

2.2.3 Note that as Participating Agencies decide to participate or not to participate in Phases II and III, the cost sharing of costs among the Participating Agencies for the Consultant and MWDOC's costs will vary somewhat from agency to agency. Information relative to adjustments in costs among Participating Agencies shall be shared on a periodic basis as decisions are being made by the various Participating Agencies. Also, because the timing of completion of the RRA and ERP vary among agencies, it is allowable to schedule the payment of an invoice for those smaller agencies desiring to pay their deposit out of next year's budget.

### 3. Accounting

Upon request of any Participating Agency, MWDOC will provide copies of the selected Consultant's invoices and MWDOC's payment records.

### 4. Independent Contractor

Any consultant engaged by MWDOC on behalf of the Participating Agencies as contemplated in this Agreement will not be a party to this Agreement and will not be an employee or agent of MWDOC or any of the Participating Agencies, either as a result of this Agreement or as a result of a professional services agreement between MWDOC and the consultant. Any consultant engaged as contemplated in this Agreement will be an independent contractor to MWDOC.

### 5. Warranty and Indemnification

MWDOC shall use its best efforts in administering the Consultant Agreement, but makes no representations, guarantees or warranties to the Participating Agencies as to the quality or timeliness of work product provided by Consultant pursuant to the Consultant Agreement. The Participating Agencies, and each of them, shall indemnify MWDOC, its directors, officers, employees and agents against, and will hold and save them harmless from, any and all actions, claims, penalties, obligations or liabilities, in law or in equity, of every kind or nature whatsoever, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in any manner directly or indirectly connected with the final RRAs and ERPs for Phases II and III prepared pursuant to the Consultant Agreement. As between the Participating Agencies, any costs associated with the indemnity and defense obligations set forth in the previous two sentences shall be the financial responsibility of each Participating Agency based on the same pro rata basis as the allocation of costs set forth in Section 2.1.1 herein and Exhibit A hereto. In the event MWDOC, its directors, officers, employees and agents are made a party to any action or proceeding filed

in connection with a challenge to any work prepared pursuant to the Consultant Agreement in connection with any RRA and/or ERP, or any other work contemplated by this Consultant Agreement subject to AIWA, the Participating Agency whose AIWA-related work is challenged shall provide a complete defense to MWDOC, its directors, officers, employees and agents and shall reimburse MWDOC for all costs and expenses incurred as a result of the action or proceeding, including reasonable attorney's fees.

6. Notice

Any notice or communication required to be given under this Agreement shall be in writing and effective when deposited, first class postage prepaid, with the United States Postal Service addressed to the contracting Parties as follows:

Notices to Parties	
If to:	
Municipal Water District of Orange County	Robert J. Hunter, General Manager Municipal Water District of Orange County 18700 Ward St. P.O. Box 20895 Fountain Valley, CA 92728
1. Irvine Ranch Water District	Paul Cook, General Manager Irvine Ranch Water District 15600 Sand Canyon Avenue Irvine, CA 92618
2. City of Santa Ana	Kristine Ridge, City Manager City of Santa Ana P.O. Box 1988, M-24 Santa Ana, CA 92702
3. South Coast Water District	Rick Shintaku, General Manager South Coast Water District 31592 West Street Laguna Beach, CA 92651
4. City of Huntington Beach	Dave Kiff, City Manager City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648

5. City of Garden Grove	Scott Stiles, City Manager City of Garden Grove P.O. Box 3070 Garden Grove, CA 92842
6. Moulton Niguel Water District	Joone Lopez, General Manager Moulton Niguel Water District 27500 La Paz Road P.O. Box 30203 Laguna Niguel, CA 92607-0203
7. Santa Margarita Water District	Dan Ferons, General Manager Santa Margarita Water District P.O. Box 7005 Mission Viejo, CA 92690
8. City of Fullerton	Ken Domer, City Manager City of Fullerton 303 W. Commonwealth Avenue Fullerton, CA 92832
9. City of Orange	Rick Otto, City Manager City of Orange P.O. Box 449 Orange, CA 92866
10. East Orange County Water District	Lisa Ohlund, General Manager East Orange County Water District 185 N. McPherson Rd. Orange, CA 92869
11. City of San Juan Capistrano	Ben Siegel, City Manager City of San Juan Capistrano 32400 Paseo Adelanto San Juan Capistrano, CA 92675
12. City of Westminster	Eddie Manfro, City Manager City of Westminster 8200 Westminster Blvd. Westminster, CA 92683
13. City of Buena Park	Jim Vanderpool, City Manager City of Buena Park 6650 Beach Blvd. Buena Park, CA 90622

14. Yorba Linda Water District	Marc Marcantonio, General Manager Yorba Linda Water District 1717 E. Miraloma Ave. Placentia, CA 92870
15. City of Tustin	Matthew West, City Manager City of Tustin 300 Centennial Way Tustin, CA 92780
16. City of Newport Beach	Grace Leung, City Manager City of Newport Beach P.O. Box 1768 Newport Beach, CA 92663
17. City of La Habra	Jim Sadro, City Manager City of La Habra P.O. Box 337 La Habra, CA 90633-0337
18. City of Fountain Valley	Robert Houston, City Manager City of Fountain Valley 10200 Slater Ave. Fountain Valley, CA 92708
19. City of San Clemente	James Makshanoff, City Manager City of San Clemente 100 Avenida Presidio San Clemente, CA 92672
20. El Toro Water District	Dennis Cafferty, General Manager El Toro Water District P.O. Box 4000 Laguna Hills, CA 92654
21. City of Brea	Bill Gallardo, City Manager City of Brea 1 Civic Center Circle Brea, CA 92821
22. City of Seal Beach	Jill Ingram, City Manager City of Seal Beach 211 8 <sup>th</sup> Street Seal Beach, CA 90740
23. Trabuco Canyon WD	Michael Perea, General Manager Trabuco Canyon Water District 32003 Dove Canyon Drive Trabuco Canyon, CA 92679

24. Serrano Water District	Jerry Vilander, General Manager Serrano Water District 18021 Lincoln Street Villa Park, CA 92861-6446
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7. Jurisdiction and Venue

In all matters concerning the validity, interpretation, performance, or effect of this Agreement, the laws of the State of California shall govern and be applicable. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Orange County, California.

8. Counterparts and Facsimile

This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all the Parties had executed the same instrument. Counterpart signatures may be transmitted by facsimile, email, or other electronic means and have the same force and effect as if they were original signatures. All parties have participated in the drafting of this Agreement.

9. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

10. Entire Agreement

This Agreement contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties, either written or oral, relating to the subject matter hereof that are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without prior written approval from both parties.

IN WITNESS WHEREOF, the Parties have hereunto affixed their names as of the day and year hereinafter written, which shall be and is the effective date of this Agreement.



Execution of Agreement by Parties	
Municipal Water District of Orange County	Date: _____ By: _____ Robert J. Hunter, General Manager Municipal Water District of Orange County  Approved as to Form: Date: _____ By: _____ Joseph Byrne General Counsel
1. Irvine Ranch Water District	Date: _____ By: _____ Paul Cook, General Manager Irvine Ranch Water District  Approved as to Form: Date: _____ By: _____ General Counsel
2. City of Santa Ana	Date: _____ By: _____ Kristine Ridge, City Manager City of Santa Ana  Approved as to Form: Date: _____ By: _____ City Attorney

<p>3. South Coast Water District</p>	<p>Date: _____</p> <p>By: _____ Rick Shintaku, General Manager South Coast Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ Arthur Kidman General Counsel</p>
<p>4. City of Huntington Beach</p>	<p>Date: _____</p> <p>By: _____ Dave Kiff, City Manager City of Huntington Beach</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ City Attorney</p>
<p>5. City of Garden Grove</p>	<p>Date: _____</p> <p>By: _____ Scott Stiles, City Manager City of Garden Grove</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ City Attorney</p>

<p>6. Moulton Niguel Water District</p>	<p>Date: _____</p> <p>By: _____ Joone Lopez, General Manager Moulton Niguel Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ General Counsel</p>
<p>7. Santa Margarita Water District</p>	<p>Date: _____</p> <p>By: _____ Dan Ferons, General Manager Santa Margarita Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ General Counsel</p>
<p>8. City of Fullerton</p>	<p>Date: _____</p> <p>By: _____ Ken Domer, City Manager City of Fullerton</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ City Attorney</p>

<p>9. City of Orange</p>	<p>Date: _____</p> <p>By: _____ Rick Otto, City Manager City of Orange</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ Dave DeBerry City Attorney</p>
<p>10. East Orange County Water District</p>	<p>Date: _____</p> <p>By: _____ Lisa Ohlund, General Manager East Orange County Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ General Counsel</p>
<p>11. City of San Juan Capistrano</p>	<p>Date: _____</p> <p>By: _____ Ben Siegel, City Manager City of San Juan Capistrano</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ City Attorney</p>

<p>12. City of Westminster</p>	<p>Date: _____</p> <p>By: _____ Eddie Manfro, City Manager City of Westminster</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ City Attorney</p>
<p>13. City of Buena Park</p>	<p>Date: _____</p> <p>By: _____ Jim Vanderpool, City Manager City of Buena Park</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ City Attorney</p>
<p>14. Yorba Linda Water District</p>	<p>Date: _____</p> <p>By: _____ Marc Marcantonio, General Manager Yorba Linda Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ Arthur Kidman General Counsel</p>

<p>15. City of Tustin</p>	<p>Date: _____</p> <p>By: _____ Matthew West, City Manager City of Tustin</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ City Attorney</p>
<p>16. City of Newport Beach</p>	<p>Date: _____</p> <p>By: _____ Grace Leung, City Manager City of Newport Beach</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ City Attorney</p>
<p>17. City of La Habra</p>	<p>Date: _____</p> <p>By: _____ Jim Sadro, City Manager City of La Habra</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ City Attorney</p>

<p>18. City of Fountain Valley</p>	<p>Date: _____</p> <p>By: _____ Robert Houston, City Manager City of Fountain Valley</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ City Attorney</p>
<p>19. City of San Clemente</p>	<p>Date: _____</p> <p>By: _____ James Makshanoff, City Manager City of San Clemente</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ City Attorney</p>
<p>20. El Toro Water District</p>	<p>Date: _____</p> <p>By: _____ Dennis Cafferty, General Manager El Toro Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ Gil Granito General Counsel</p>

<p>21. City of Brea</p>	<p>Date: _____</p> <p>By: _____ Bill Gallardo, City Manager City of Brea</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ City Attorney</p>
<p>22. City of Seal Beach</p>	<p>Date: _____</p> <p>By: _____ Jill Ingram, City Manager City of Seal Beach</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ City Attorney</p>
<p>23. Trabuco Canyon Water District</p>	<p>Date: _____</p> <p>By: _____ Michael Perea, General Manager Trabuco Canyon Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ General Counsel</p>



<p>24. Serrano Water District</p>	<p>Date: _____</p> <p>By: _____ Jerry Vilander, General Manager Serrano Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ Joel Kuperberg General Counsel</p>
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Exhibit A

List of Potentially Interested Agencies and Estimated Not to Exceed Contract Amount Based on Final Participation

AGENCY TOTAL as of July 24, 2019								
AWIA Scope of Services Selection								
Orange County Potable Water Jurisdictions	Population	AWIA RRA Deadline	Crosswalk*	Risk and Resilience Assessment	Emergency Response Plan			Agency Total
					Low	Medium	High	
<b>COSTS</b>			\$ 15,205	\$ 83,662	\$ 14,801	\$ 33,085	\$ 61,743	
Municipal Water District of Orange County	2,300,000	3/31/2020	\$ 15,205	\$ 83,662.32	\$ -	\$ 33,085.36	\$ -	\$ 131,953
Irvine Ranch Water District	412,933	3/31/2020	\$ 15,205	\$ 83,662.32	\$ 14,801.16	\$ -	\$ -	\$ 113,668
Santa Ana, City of	338,247	3/31/2020	\$ 15,205	\$ 83,662.32	\$ -	\$ -	\$ 61,742.56	\$ 160,610
South Coast Water District	257,386	3/31/2020	\$ 15,205	\$ 83,662.32	\$ -	\$ 33,085.36	\$ -	\$ 131,953
Huntington Beach, City of	201,000	3/31/2020	\$ 15,205	\$ 83,662.32	\$ -	\$ 33,085.36	\$ -	\$ 131,953
Garden Grove, City of	174,226	3/31/2020	\$ 15,205	\$ 83,662.32	\$ -	\$ -	\$ 61,742.56	\$ 160,610
Moulton Niguel Water District ***	171,856	3/31/2020	\$ 15,205	\$ 83,662.32	\$ -	\$ -	\$ 61,742.56	\$ 160,610
Santa Margarita Water District	159,104	3/31/2020	\$ 15,205	\$ 83,662.32	\$ 14,801.16	\$ -	\$ -	\$ 113,668
Fullerton, City of	140,392	3/31/2020	\$ 15,205	\$ 83,662.32	\$ -	\$ -	\$ 61,742.56	\$ 160,610
Orange, City of	140,094	3/31/2020	\$ 15,205	\$ 83,662.32	\$ -	\$ 33,085.36	\$ -	\$ 131,953
Mesa Water District	110,000	3/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
East Orange County Water District ***	100,000	3/31/2020	\$ 15,205	\$ 83,662.32	\$ -	\$ -	\$ 61,742.56	\$ 160,610
San Juan Capistrano, City of **	34,593	6/30/2021	\$ 15,205	\$ 83,662.32	\$ -	\$ -	\$ 61,742.56	\$ 160,610
Westminster, City of	93,179	12/31/2020	\$ 15,205	\$ 83,662	\$ 14,801	\$ -	\$ -	\$ 113,668
Buena Park, City of	83,347	12/31/2020	\$ 15,205	\$ 83,662	\$ -	\$ 33,085	\$ -	\$ 131,953
Yorba Linda Water District ***	80,067	12/31/2020	\$ 15,205	\$ 83,662	\$ -	\$ 33,085	\$ -	\$ 131,953
Tustin, City of	68,088	12/31/2020	\$ 15,205	\$ 83,662	\$ -	\$ 33,085	\$ -	\$ 131,953
Newport Beach, City of ***	66,800	12/31/2020	\$ 15,205	\$ 83,662	\$ 14,801	\$ -	\$ -	\$ 113,668
La Habra, City of	63,118	12/31/2020	\$ 15,205	\$ 83,662	\$ -	\$ -	\$ 61,743	\$ 160,610
Fountain Valley, City of	59,227	12/31/2020	\$ 15,205	\$ 83,662	\$ -	\$ -	\$ 61,743	\$ 160,610
San Clemente, City of	51,522	12/31/2020	\$ 15,205	\$ 83,662	\$ -	\$ -	\$ 61,743	\$ 160,610
El Toro Water District	49,054	6/30/2021	\$ 15,205	\$ 83,662	\$ 14,801	\$ -	\$ -	\$ 113,668
Brea, City of	43,328	6/30/2021	\$ 15,205	\$ 83,662	\$ -	\$ -	\$ 61,743	\$ 160,610
Seal Beach, City of	25,561	6/30/2021	\$ 15,205	\$ 83,662	\$ -	\$ -	\$ 61,743	\$ 160,610
Laguna Beach County Water District	23,000	6/30/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
La Palma, City of	15,948	6/30/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trabuco Canyon Water District	12,712	6/30/2021	\$ 15,205	\$ 83,662	\$ -	\$ -	\$ 61,743	\$ 160,610
Serrano Water District	6,641	6/30/2021	\$ 15,205	\$ 83,662	\$ -	\$ -	\$ 61,743	\$ 160,610
					<b>TOTAL PROJECT</b>			<b>\$3,579,940</b>
<b>INVOICE DATES &amp; GROUPS</b>		<b>EXCEPTIONS</b>						
Invoice Immediately - "AWIA Phase 1"		MNWD - Invoice August 9, 2019						
Invoice October 5, 2019 - "AWIA Phase 2 & 3"		SIC - To be Invoiced P2 (10/4/19) and P3 (2/26/20)						
Invoice February 17, 2020 - "AWIA Phase 2"		None						
Invoice August 31, 2020 - "AWIA Phase 3"		None						
Invoice September 28, 2020 "AWIA Phase 2 & 3"		None						

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# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 8, 2019

**FROM:** Todd Novacek, Director of Engineering  
Adrian Tasso, Superintendent of Operations

**SUBJECT:** On-site Mobile Fueling Services

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### SUMMARY:

Issue: Board action is required to execute a contract services agreement for on-site mobile fuel delivery services.

Recommendation: It is recommended that the Board of Directors approve a contract services agreement with AAA Oil, Inc dba California Fuels and Lubricants (CFL), in the amount of \$650,000; and authorize the General Manager or Assistant General Manager to execute the agreement.

Fiscal Impact: Funds are budgeted in Fiscal Year 2019-20 Operating Budget.

Reviewed by Committee: Yes

Reviewed by Legal: Yes

### BACKGROUND:

The District currently has an on-site fueling station at Plant 2A. The fueling station allows District staff to fill fleet vehicles and deliver fuel to emergency standby generators, while providing emergency storage of fuel. The Board recently authorized construction of improvements to the fueling station at Plant 2A, including increasing fuel storage by 10,000 gallons to provide more emergency resiliency. The fuel pumping station located at the District's Plant 2A will not be available as improvements to the fueling station are constructed, approximately 15-18 months.

# #11.

## On-site Mobile Fueling Services

August 8, 2019

Page 2 of 2

### DISCUSSION:

In order to meet fleet fueling requirements during construction of the new fueling station, District staff considered multiple fueling options, and it was determined that the most efficient and cost-effective method of temporary fueling was to engage on-site fueling through a third-party vendor. Utilizing this method, the fleet will be fueled during off-hours from a mobile tanker truck.

Staff issued a Request for Proposal (RFP) to seven mobile fuel delivery service providers. Two qualified proposals were received and only one vendor provided pricing for delivery of both diesel and unleaded fuels. Fuel pricing was quoted on a cost-plus model using the current Oil Price Information Service (OPIS) daily average rack pricing as the base price. Based on the RFP, the pricing summary from vendors is as follows:

Vendor	Diesel	Unleaded
CFL / AAA Oil Inc	+\$0.50	+\$1.00
Alexis Oil	+\$0.58	Did not bid
Southern Counties Lubricants (SCL)	Non-responsive	Non-responsive
SC Fuels	Non-responsive	Non-responsive
eFuel	Non-responsive	Non-responsive
Dion and Sons / Amber Resources	Non-responsive	Non-responsive
The SoCo Group	Non-responsive	Non-responsive

Based on fuel consumption last year, District staff anticipates a cost difference of about \$55,000 per year between fueling using the existing fueling station or utilizing on-site delivery. Staff is recommending that the Board of Directors authorize the General Manager or Assistant General Manager to execute a 2-year agreement with California Fuels & Lubricants (CFL) for a total not-to-exceed contract value of \$650,000 for on-site mobile fueling.

#### Attachments:

1. Contract Services Agreement with AAA Oil, Inc dba California Fuels and Lubricants (CFL)
2. Vendor Contact List

**AGREEMENT FOR ON-SITE MOBILE FUEL DELIVERY SERVICES  
BETWEEN MOULTON NIGUEL WATER DISTRICT AND  
AAA OIL, INC DBA CALIFORNIA FUELS AND LUBRICANTS  
AGREEMENT NO. OM18-19.123**

THIS AGREEMENT is made and entered into on August 18, 2019 (“Effective Date”), by and between the Moulton Niguel Water District, hereinafter referred to as “MNWD”, and AAA Oil, Inc. dba California Fuels and Lubricants, hereinafter referred to as “Contractor”. MNWD and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

**RECITALS**

- A. MNWD has determined there is a need for on-site mobile fueling services (“Services”).
- B. MNWD desires to utilize the services of Contractor to provide these services.
- C. Contractor is qualified to accomplish the necessary services and has agreed to provide such services to MNWD.

NOW, THEREFORE, in consideration of the promises and mutual benefits, which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

**AGREEMENT**

1. Scope of Agreement.

Contractor agrees to provide all Services as described in Exhibit A (“Scope of Work”), attached hereto and incorporated herein by reference. Contractor agrees that all Services will be performed in a competent, professional and satisfactory manner, and in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Term.

The term of this Agreement shall be from August 19, 2019 to **August 18, 2021**, unless earlier terminated as provided herein. Fuel pricing, as stated in Exhibit B (“Fee Schedule”), were quoted on a cost-plus model using the current Oil Price Information Service (OPIS) daily average rack pricing as the base price. The quoted margin will remain firm for the entire term of the contract.

3. Time for Completion.

The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to reasonable schedules established by MNWD. Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor.

# #11.

## 4. Compensation.

MNWD shall pay Contractor total compensation for Services in accordance with the rates set forth in Exhibit "B" attached hereto and by reference made a part of this Agreement. The total compensation paid for services pursuant to the Agreement shall not exceed **Six Hundred Fifty Thousand Dollars (\$650,000)** without written approval by MNWD.

Contractor shall submit detailed invoices, based upon services provided, accompanied by backup documentation as requested by MNWD. Contractor shall provide MNWD with a monthly itemization of all work performed, and the fees accrued thereon, in complete and sufficient detail to fully apprise MNWD thereof.

## 5. Termination.

MNWD may terminate this Agreement in whole or in part at any time, without cause, upon giving the other party ten (10) days' written notice. In the event of such termination, Contractor shall be entitled to compensation for work performed through and including the effective date of termination.

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

Contractor 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 Contractor agree that in the event MNWD suspends or terminates performance by Contractor for any cause other than the intentional or negligent error or omission of Contractor, Contractor shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under Section 4 of this Agreement.

## 6. Relationship Between the Parties.

A. The relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor a MNWD employee. During the performance of this Agreement, Contractor and its officers, employees, agents, and subcontractors shall act in an independent capacity and shall not act as MNWD officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither MNWD nor any of its officers, employees, agents, or subcontractors shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, agents, or subcontractors shall not maintain an office or any other type of fixed business location at MNWD's offices.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against MNWD, or bind MNWD in any manner.

C. No MNWD benefits shall be available to Contractor, its officers, employees, agents, or subcontractors in connection with any performance under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, MNWD shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. MNWD shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents, or subcontractors for injury or sickness arising out of performing Services hereunder.

## 7. Insurance.

In addition to the requirements set forth herein, during the entire term of the Agreement, Contractor will pay for and maintain, in full force and effect, all insurance required by MNWD as listed in this Section 7. Contractor shall not commence services under the Agreement until it has obtained all insurance required by the Agreement. Executed certificates of insurance and all required endorsements evidencing the required coverage detailed in this Section 7 shall be provided by Contractor with the Contractor's executed copy of this Agreement, and prior to commencement of any services. Contractor shall also require all of its subcontractors, if allowed, to procure and maintain the same insurance for the duration of the Agreement.

- a. Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Contractor shall maintain limits no less than \$5,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that:

(1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and

(2) the insurance coverage shall be primary insurance as respects the MNWD, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

- b. Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Contractor shall maintain limits no less than \$5,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents,

# #11.

and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the MNWD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

- c. Worker's Compensation. By its signature hereunder, Contractor 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 Contractor will comply with such provisions before commencing the performance of work under this Agreement. Contractor and subcontractors shall maintain throughout the term of this Agreement workers' compensation insurance with limits no less than the statutory limits, and Employer's Liability insurance with limits no less than One Million Dollars (\$1,000,000 ) per accident and per disease for their employees and shall file with 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.
- d. Contractor's Pollution Liability Coverage. Contractor shall provide pollution liability insurance in an amount not less than \$10,000,000 per occurrence and \$10,000,000 aggregate.
- e. Requirements of All Policies. All policies of insurance required under this Section 7 shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class VII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. Contractor 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 Contractor's (and its subcontractor's) insurance, and shall not contribute to such insurance.

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



and representatives; or the Contractor 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.

Nothing in the insurance requirements set forth in this Agreement is to be construed as limiting the liability of Contractor or Contractor's insurers or sureties. Contractor agrees that the provisions of this Section 7 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages or other costs to MNWD, or any persons or property, resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible, including Contractor's subcontractors, if any.

#### 8. Indemnity.

To the fullest extent allowed by law, Contractor agrees to indemnify, defend and hold harmless MNWD, its Board Members, officers, officials, agents and employees, harmless against any and all liability, claims, judgments, costs, and demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the sole negligence or sole willful misconduct of MNWD and will make good to and reimburse MNWD for any expenditures, including reasonable attorneys' fees, MNWD may incur by reason of such matters, and if requested by MNWD, will defend any such suits at the sole cost and expense of Contractor.

In the event Contractor or its insurer refuses or fails to provide a legal defense to MNWD after receiving written notice of the legal action and a tender and demand for defense, MNWD shall have the right to select counsel of its own choice to represent all MNWD's interests. Contractor agrees that the amount of legal costs and expenses including attorneys' fees may be withheld by MNWD from any Agreement amounts due and owing to Contractor until such time as a final determination is made as to the responsibility for payment of the fees and costs.

This indemnity obligation shall survive the expiration or termination of this Agreement and/or the performance or completion of the Services. 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 Contractor under this Agreement.

#### 9. Compliance with Law.

A. Contractor certifies by the execution of this Agreement the following: that it pays employees not less than the minimum wage as defined by law and that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin.

B. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

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C. Contractor shall comply with all local, State and Federal environmental laws, including but not limited to any record keeping requirements and will make all records available to MNWD upon request. Further, and to the fullest extent allowable by law, Contractor hereby agrees to defend, indemnify, and hold harmless MNWD, pursuant to this Agreement, for noncompliance with any local, State and Federal environmental laws, including but not limited to reimbursement of any penalties or fines assessed against MNWD for Contractor's noncompliance with any local, State and Federal environmental laws.

## 10. Notices.

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent by electronic transmission, and shall be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

**MNWD:**

Moulton Niguel Water District  
P.O. Box 30203  
Laguna Niguel, CA 92607  
Attn: Director of Operations

**CONTRACTOR:**

AAA Oil, INC. dba California Fuels and  
Lubricants  
11621 Westminster Ave.  
Garden Grove, CA 92843  
Attn: Jennifer Crawley

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

## 11. Licenses and Qualifications.

Contractor represents and warrants to MNWD that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Contractor represents and warrants to MNWD that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit or approval which is legally required for Contractor to perform its professional duties under this Agreement.

## 12. Agreement Execution Authorization.

Each of the persons executing this Agreement represent and warrant that they are authorized to sign this Agreement on behalf of the entity for which he/she is signing and empowered to bind such entity.

## 13. Jurisdiction.

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. 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 agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

#### 14. Waiver.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, and term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

#### 15. Modifications and Amendments to Agreement.

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of both Parties.

#### 16. Assignments.

No assignment by Contractor of this Agreement or any part hereof, or of funds to be received hereunder, will be recognized by MNWD unless such assignment has had prior written approval and consent of MNWD, which consent will not be unreasonably withheld.

#### 17. Entire Agreement.

This Agreement and its Exhibits constitutes the entire understanding and agreement of the Parties hereto and supersedes all previous negotiations, discussions, and agreements between the Parties with respect to the subject matter hereof. No parol evidence shall be permitted to contradict or vary the terms of this Agreement.

#### 18. Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

#### 19. Recitals.

The Recitals above are hereby incorporated into this section as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

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## 20. Conflicts.

To the extent that there is any conflict between the provisions of this Agreement and any other agreement or document between the parties regarding the subject matter of this Agreement, the terms and conditions of this Agreement shall govern.

## 21. Separate Contracts.

Contractor understands that this is not an exclusive Agreement and that MNWD shall have the right to negotiate with and enter into separate contracts with others providing the same or similar services as those provided by Contractor as MNWD desires.

## 22. Time is of the Essence.

Time shall be of the essence as to all dates and times of performance contained in this Agreement.

## 23. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than MNWD and the Contractor.

IN WITNESS WHEREOF, this Agreement has been executed in the name of MNWD, by its officers thereunto duly authorized, and Contractor as of the Effective Date of the Agreement as defined herein.

**MOULTON NIGUEL WATER DISTRICT:**

**AAA Oil, Inc. dba California Fuels and Lubricants:**

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

By: \_\_\_\_\_  
(Authorized Representative of Contractor)

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

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit A**  
SCOPE OF WORK

1. Description of Work

Contractor shall perform after hours on-site mobile fueling services, three times weekly (Monday, Wednesday, Friday), for both diesel fuel and unleaded gasoline products at District's three facilities. Days, times per a week, and truck numbers and locations are subject to change at MNWD's option.

2A Facility located at 26161 Gordon Road, Laguna Hills, CA 92653:

- 37 vehicles requiring unleaded gasoline
- 36 vehicles requiring diesel fuel

Main Building located at 26880 Aliso Viejo Parkway, Aliso Viejo, CA 92656 :

- 35 Vehicles requiring unleaded gasoline
- 3 vehicle requiring diesel fuel

3A Facility located at 26801 Camino Capistrano, Mission Viejo, CA 92677:

- 3 vehicles requiring unleaded gasoline

The Contractor shall possess and maintain all Federal, State and Local permits, licenses and approvals necessary to provide goods / services as required in the Scope of Work, for the duration of the contract. Any associated fees shall be the responsibility of the Contractor.

The Contractor's drivers / delivery personnel shall perform all deliveries in a safe and professional manner, adhering to all applicable Federal, State, Local regulations.

The Contractor shall ensure that all delivery vehicles are in compliance with all current Federal, State and Local registration, licensing, insurance and maintenance requirements as mandated by the Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCA), Department of Toxic Substances (DTSC), California Air Resources Board (ARB), and California Highway Patrol (CHP), relating to the commercial transportation and delivery of bulk fuels and automotive lubricants in the State of California, for the duration of the contract.

2. Cost

- a. The current Oil Price Information Service (OPIS) daily average rack average Los Angeles shall be used as the base price.
- b. Contractor's price shall consist of the OPIS daily average cost per gallon, plus or minus a stated amount (margin). Additional fees, such as delivery charges and surcharges must be included into this margin. The Contractor's margin will be added to the most recent published rack average to establish the pre-tax delivered, complete cost per gallon of fuel.

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The quoted margin shall remain firm for the term of the initial contract.

- c. Taxes are not to be included in the Contractor's margin, as entered on the Pricing Schedule.
- d. Some vehicles require Diesel Exhaust Fluid (DEF) which will require mobile filling.

### 3. Quality of Fuel

- a. Unleaded Gasoline provided shall have a minimum Octane rating of 89 as determined by using the standard R+M/2 method.
- b. Diesel fuel provided shall be Ultra Low Sulfur, #2, CARB-compliant.
- c. All fuel provided to MNWD must be in compliance with the State of California Air Resources Board (ARB) specifications as stated under the latest version of the California Reformulated Gasoline Regulations (CaRFG3), sections 2250 – 2273.5, including all amendments.
- d. All fuel content testing must comply with the American Society for Testing and Materials methods (D86-99, D287-82, D323-58, D613-84, D3231-73, D3237-79, D4629-96, D4814, D4815-09, D5186-03, D5453-93, D5580-02, D6079-02 and D7754-11).
- e. Fuel provided to MNWD must meet the latest flat limits of the Reid Vapor Pressure (RVP) requirements as set forth by the California Air Resources Board (ARB) in the California Reformulated Gasoline (CaRFG3) regulations.
- f. Diesel fuel provided must meet the content standards as specified under the California Air Resources Board, "California Diesel Fuel Regulations" (Title 13, Cal Code of Regulations, Sec 2281-2285 & Title 17, Cal Code of Regulations, Sec 93114).
- g. Contractor shall provide, upon request, Safety Data Sheet (SDS) at time of fuel delivery as required by law.
- h. Only products of new manufacture or distillation will be accepted. No refined or reclaimed products will be accepted. All fuel/gasoline shall have a minimum shelf life of one (1) year.
- i. All products furnished shall conform to all Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT) and Air Resources Board (ARB) regulations.

#### 4. System

- a. Hours of operation are 24/7
- b. approach to on-site mobile fueling including:
  - MNWD will supply a list of all equipment to be fueled.
  - Contractor will apply a bar code to all vehicles to be fueled.
  - Fueling trucks must be equipped with 50-foot hoses to reach vehicles in various areas.
- c. Identify how fuel pumped into the vehicles will be measured and accounted for.
  - Mobile fueling system must track quantities fueled into each vehicle. Each vehicle is scanned, and the fuel that is pumped into the vehicle runs through the meter for tracking the exact quantity dispensed and prints on the ticket at the end of the job.
  - A complete ticket is printed and emailed which lists each vehicle & the amount of fuel pumped into each unit.
  - Driver is responsible to log on his driver sheet exact amount of fuel dispensed.
- d. Drivers must be hazmat certified and have passed a background test

#### 5. Emergency Response and spills

District will provide contractor with emergency contact(s) in case of any fuel spills and/or emergency events. District must be notified immediately of any spills or other emergency situations.

The Contractor will be responsible for any spills on the District's premises, which occur from the company's fuel delivery vehicle or as a result of any of the driver's activities while in the process of filling the District's underground tank. The Contractor shall be financially and legally liable for the complete containment, remediation, and disposal of all hazardous waste spills that may occur during the Contractor's fueling operations. The Contractor must arrive at the District's fueling site equipped to handle the containment, remediation, and proper clean-up of all spills up to 20 gallons, if the spill is in excess of 20 gallons Contractor will coordinate with their contracted remediation company for proper clean-up. The Contractor shall immediately report any spillage to the District and clean up the spillage within one working day of the time of spillage, or other time period as specified by the District. In the event of a fuel spill, the Contractor is required to immediately notify Moulton Niguel Water District, cover all drains in the vicinity, prevent spill from entering storm drains, and attempt to contain the spill.

The following Best Management Practices will be followed by the Contractor to minimize

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the risk of spills during mobile refueling operations and to prevent any liquids spilled during dispensing operations from flowing into buildings or offsite:

- All fuel delivery trucks are equipped with an emergency shut-off button.
- Automatic shut-off nozzles will be used.
- Automatic shut-off nozzles will be replaced as necessary.
- Equipment on fueling vehicles, particularly hoses and nozzles, will be maintained and replaced as needed to prevent failures.
- The operator shall be prohibited from leaving the tank area while fueling it.
- The fill nozzle shall be removed and fueling shall be ceased when the automatic shut-off engages.
- “Topping off” shall be prohibited.
- Absorbent pads shall be kept under the nozzle and the nozzle shall be kept facing upwards while transferring it between the fueling vehicle and the vehicle being fueled.
- The act of dragging hoses shall be minimized.
- All fueling vehicles shall have a minimum of these spill clean-up materials:
  - Non-water absorbents capable of absorbing 16 gallons of fuel.
  - A contamination boom and/or an Absorbent Sock, of a minimum 10 feet in length.
  - All fueling vehicles shall be equipped with adequate lighting systems at the filling point.
- All fuel-contaminated media shall be disposed of in accordance with any/all applicable Regulatory requirements by a licensed disposal company.



AAA OIL, INC.

**Exhibit B**  
Fees

BASE PRICE = LA DAILY (10AM) PUMP AVERAGE WITH CAR

On average, the District consumes approximately 3,900 gallons of unleaded gasoline and 3,700 gallons of diesel fuel a month. Please fill out this form based on one (1) delivery, use the assumptions outlined below:

TYPE OF FUEL	MARGIN: CENTS PER GALLON OVER (+) OPIS	MARGIN: CENTS PER GALLON UNDER (-) OPIS	APPROXIMATE DELIVERY QUANTITY	MARGIN TOTAL: includes all additional fees, delivery & surcharges, minus taxes CENTS PER GALLON
Unleaded, mid-grade 89 Octane	\$ + 1.0000	\$	375 GALLONS	\$ 375.00
Clear Diesel, CARB-Compliant #2 low sulfur	\$ +.5000	\$	700 GALLONS	\$ 350.00
Diesel Exhaust Fluid			20 GALLONS	\$ 34.20
Environmental Fees	\$	Notes:		
Any Additional Fees	\$	Notes:		

\*\*All fees that will be invoices must be listed above.

THE FOLLOWING TAXES AND FEES WILL BE LISTED AS LINE ITEMS ON INVOICES (UNLESS EXEMPTIONS APPLY)

GAS

FEDERAL EXCISE TAX .1830 P/g  
 FEDERAL LUST .0010 P/g  
 CALIFORNIA VEHICLE FUEL EXCISE TAX .4730 P/g  
 CALIFORNIA LEAD POISON PREVENTION FEE .0013 P/g  
 CA AB32, ACTS 1 & 2 .00388 P/g  
 SALES TAX 2.75%

DSL

FEDERAL EXCISE TAX .2430 P/g  
 FEDERAL LUST .0010 P/g  
 CA DIESEL FUEL EXCISE TAX .3600 P/g  
 CA AB32, ACTS 1 & 2 .00461 P/g  
 SALES TAX 13.5%

DEF

SALES TAX 7.75%

PLEASE NOTE: IF PROHIBITED BY LOCAL ORDINANCES ARE NOT, A \$125.00 DELIVERY FEE WILL BE APPLIED

Minimum gallons total between all three locations:

GAS = 260 gallons

DSL = 350 gallons

Or a Delivery Fee of \$125.00 will apply



# VENDOR CONTACT LIST

<b>Company Name</b>	<b>Company Address</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>E-Mail</b>
Alexis Oil Company	219 Glider Circle, Corona, CA	Mark Lira	(951) 453-7982	<a href="mailto:mark@alexisoil.com">mark@alexisoil.com</a>
AAA Oil Inc., dba California Fuels & Lubricants	11621 Westminster Ave, Garden Grove, CA 92843	Jennifer Crawley	(714) 376-7813	<a href="mailto:jcrawley@cafueling.com">jcrawley@cafueling.com</a>





# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 8, 2019

**FROM:** Jose Solorio, Government Affairs Officer

**SUBJECT:** Professional Services Agreement for Strategic Communications Services

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### SUMMARY:

Issue: Board action is required to execute a Professional Services Agreement (PSA) for communications services in support of District’s programs and initiatives.

Recommendation: It is recommended that the Board of Directors approve the Professional Services Agreement with Sabal Palms Advisors for a term through June 30, 2021 at a not to exceed contract amount of \$176,000; and authorize the General Manager or Assistant General Manager to execute the agreement.

Fiscal Impact: Funds have been included in the FY 19-20 General Outreach Budget.

Reviewed by Committee: Yes

Reviewed by Legal: Yes

### BACKGROUND:

As part of the District’s strategic planning initiatives, the District continues to expand customer education and community outreach opportunities. To support the expanded function, District staff recommends utilizing the services of Sabal Palm Advisors for a two-year period. The communications services will be performed by the firm’s principal for a monthly retainer of \$8,000 for a total not to exceed amount of \$176,000.

These services include providing strategic assistance on customer communication materials and digital platforms, drafting written materials, notices, and other District publications, and assisting with the development and implementation of the District’s strategic initiatives.

## #12.

Professional Services Agreement for Sabal Palm Advisors

August 8, 2019

Page 2 of 2

### **DISCUSSION:**

The firm has provided valuable services to the District to support existing communications and outreach efforts. Staff has reviewed the level of service required to continue supporting the District's communications needs related to upcoming outreach programs and services.

Based on the growth of the District's outreach opportunities including customer outreach, community programs, social and digital communications, and more, District staff is proposing the services of Sabal Palm Advisors for a two-year term at a monthly retainer of \$8,000 per month, with an option to extend one additional year.

Attachment: Professional Services Agreement with Sabal Palm Advisors, Inc.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
SABAL PALMS ADVISORS, INC.  
MNWD PROJECT: STRATEGIC COMMUNICATIONS SERVICES  
CONTRACT NO. OM19-20.016**

This Agreement ( "Agreement") is made and entered into as of \_\_\_\_\_, 2019 (Effective Date), by and between the Moulton Niguel Water District ("MNWD") and Sabal Palm Advisors, Inc., with its principal place of business at 2800 N 6th St., Num. 5012, St. Augustine, Florida 32084 ("Consultant"). MNWD and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**SECTION I – PURPOSE**

Consultant shall provide certain professional services required by MNWD on the terms and conditions set forth in this Agreement. Consultant represents that he has the qualifications, experience, licenses, and facilities necessary to properly perform strategic communications consulting services in a competent and professional manner.

**SECTION II – TERM.**

The term of this Agreement shall be from September 1, 2019 through **June 30, 2021** unless earlier terminated as provided herein. MNWD shall have the unilateral option to renew this Agreement for an additional one-year term.

**SECTION III – SCOPE OF SERVICES**

Section 3.1. Scope of Services. The scope of services to be provided by Consultant is set forth on Exhibit "A" attached hereto and by this reference incorporated herein ("Services"). Consultant warrants that he will perform the Services as set forth herein in a competent, professional and satisfactory manner. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

Section 3.2. Schedule of Services. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

Section 3.3. Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at his expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

**SECTION IV – COMPENSATION**

Section 4.1 Payment for Services Rendered. MNWD will pay Consultant for its performance of Services pursuant to this Agreement, on a monthly retainer basis in the amount of **Eight Thousand Dollars (\$8,000) per month**, to include all costs and expenses. The total compensation under this Agreement shall not exceed **One Hundred Seventy-Six Thousand Dollars (\$176,000)** without written approval from MNWD. Any optional extension beyond the initial term shall be compensated at the same monthly rate as set above and shall not exceed \$96,000.

Section 4.2 Invoices. Payments will be made based on submittal of invoices by Consultant. Consultant will provide MNWD, on a monthly basis, copies of invoices sufficiently detailed to include summary of work performed, and related activities for approval by MNWD. MNWD shall pay all invoices within 45 days of receiving such invoice.

**SECTION V – REPRESENTATIVES OF THE PARTIES.**

Section 5.1. MNWD's Representative. MNWD hereby designates its Government Affairs Officer, or his or her designee, to act as its representative for the performance of this Agreement ("MNWD's Representative").

Section 5.2. Consultant's Representative. John Hrabe shall act as the Consultant representative for the performance of this Agreement ("Consultant's Representative"). .

**SECTION VI – RESPONSIBILITIES OF CONSULTANT**

Section 6.1. Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that he is skilled in the professional calling necessary to perform the Services. Finally, Consultant represents that he shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at his own cost and expense and without reimbursement from MNWD, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

Section 6.2. Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of MNWD.

Section 6.3. Coordination of Services. Consultant agrees to work closely with MNWD staff in the performance of Services and shall be available to MNWD's staff, consultants and other staff at all reasonable times.

Section 6.4. Laws and Regulations. Consultant shall keep himself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold MNWD, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

**SECTION VII – CONFIDENTIALITY AND NONDISCLOSURE**

Section 7.1. Confidential Information. Consultant shall at all times during this Agreement and at all times thereafter hold in strict confidence, and shall not disclose, by written, oral, electronic or other means, to any person or entity, any business, technical, financial, litigation, analytical or



any other type of information or data developed by or for MNWD in relation to the Services provided under this Agreement, unless such disclosure is made pursuant to the express prior written authorization of MNWD. Upon expiration or termination of this Agreement, and upon MNWD's request, Consultant shall immediately deliver to MNWD (i) all documents, records, analyses, notes, notebooks, work papers, tapes, diagrams, and any and all other repositories containing any other information developed by or for MNWD in relation to the Services provided under the Agreement, whether prepared by Consultant, MNWD or anyone else and (ii) all tangible personal property belonging to MNWD that is in Consultant's possession by virtue of the Services provided under the Agreement. The foregoing restrictions and obligations shall not apply to information which is or becomes, other than as a result of a breach of this Agreement, generally available to the public.

### **SECTION VIII – INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant in connection with the performance of the Consultant's Services or this Agreement. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against MNWD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse MNWD for the cost of any settlement paid by MNWD or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by MNWD, its directors, officials, officers, employees, agents, or volunteers.

### **SECTION IX – TERMINATION**

Section 9.1. Grounds for Termination. Either Party may, by written notice to the other Party, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to MNWD, and Consultant shall be entitled to no further compensation.

Section 9.2. Effect of Termination. If this Agreement is terminated as provided herein, MNWD may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement.

Section 9.3. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, MNWD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **SECTION X – OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.**

Section 10.1. Documents & Data. This Agreement creates a non-exclusive and perpetual license for MNWD to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but

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not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of MNWD, and shall not be used in whole or in substantial part by Consultant on other projects without MNWD’s express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to MNWD reproducible copies of all Documents & Data, in a form and amount required by MNWD. MNWD reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished.

Section 10.2. Right to Use. MNWD shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at MNWD’s sole risk.

Section 10.3. Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of MNWD, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.

## **SECTION XI – GENERAL PROVISIONS.**

Section 11.1. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**MNWD:**

Moulton Niguel Water District  
P.O. Box 30203  
Laguna Niguel, CA 92607  
Attn: Government Affairs Officer

**CONSULTANT:**

Sabal Palm Advisors, Inc.  
2800 N. 6th St., Num. 5012  
St. Augustine, FL 32084  
Attn: John Hrabec

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Section 11.2. Subcontracting/Subconsulting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of MNWD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Section 11.3. MNWD’s Right to Employ Other Consultants. MNWD reserves right to employ other consultants in connection with this Project.

Section 11.4. Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written

consent of MNWD. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

Section 11.5. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Section 11.6. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

Section 11.7. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 11.8. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

Section 11.9. Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

Section 11.10. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct his business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

Section 11.11. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Section 11.12. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**MOULTON NIGUEL WATER DISTRICT:**

**SABAL PALM ADVISORS, INC.:**

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

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

(Authorized Representative of  
Consultant)

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

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## Exhibit A Scope of Work

### General Outreach & Communications Consulting

- Provide strategic written or verbal assistance on subject matters, including communications, public relations, marketing, public outreach, social media and other communications activities
- Participate in conference calls and strategic planning sessions regarding district communications and outreach activities
- Advise in the production of or updates to district policies, practices and programs

### Content Development & Writing

- Review and draft, as needed, customer communication materials such as letters, emails, notices, and publications
- Draft talking points, speeches, press releases and other public remarks pertaining to the district and its community stakeholders
- Review, edit and draft, as needed, content for District website and social media accounts, including text articles, videos, photos, graphics and other content

### Research Assistance & Strategic Outreach Planning

- Conduct informational background research for developing content for outreach materials
- Provide research assistance and strategic outreach advice on informing the public about relevant issues, events, programs and services provided by the district
- Assist, as needed, with the development and implementation of a strategic communications outreach and marketing plan for relevant traditional and nontraditional media outlets in the district, including newspapers, blogs, websites, radio and social media, to educate the public on water policies, practices and programs

### Rates and Time Period

A monthly retainer of \$8,000 a month, for a maximum not to exceed amount of \$176,000 beginning September 1, 2019 to June 30, 2021, with an option to extend one additional year.



# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 8, 2019  
**FROM:** Lindsey Stuvick, Water Efficiency Manager  
**SUBJECT:** Orange County Watershed Education Program

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### SUMMARY:

Issue: Staff requests Board action to enter a Professional Services Agreement for the Watershed Field Trips Program.

Recommendation: It is recommended that the Board of Directors approve a Professional Services Agreement with Orange County Coastkeeper for a two-year term with a not to exceed amount of \$140,000 for Fiscal Years 2019-20 and 2020-21; and authorize the General Manager or Assistant General Manager to execute the agreement.

Fiscal Impact: Adequate funds have been included in the Fiscal Year 2019-20 Water Efficiency Fund operating budget.

Reviewed by Committee: Yes

Reviewed by Legal: Yes

### BACKGROUND:

As part of the Future Leaders of Water (FLOW) initiative, the Board has committed to providing high quality educational programs to inspire a new generation of water champions. Many of these educational efforts highlight the multiple benefits of increasing outdoor water efficiency, particularly its role in safeguarding water reliability, reducing and preventing urban runoff, improving water quality entering local creeks and beaches, and protecting the ecological, economic, and recreational benefits of clean and healthy watersheds.

Staff reviewed the District’s educational offerings in 2017 and determined there were opportunities to broaden educational engagement by providing outdoor educational resources to middle school children. Staff approached Orange County Coastkeeper (OC Coastkeeper), a non-profit organization specializing in watershed education for multiple age groups in a variety of formats, to assist in the program development

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Orange County Watershed Education Program

August 8, 2019

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effort. Through a partnership with OC Coastkeeper, the District was able to pilot its first-ever watershed education field trip program. The Pilot adapted OC Coastkeeper's existing WHALES (Watershed Heroes – Actions Linking Education to Stewardship) Field Trip Program by incorporating interactive educational activities that emphasize the value of outdoor water efficiency and the District's water budget-based rate structure. The Pilot Program provided students with an in-class presentation, a field trip to a local creek, and an interactive water quality testing session that allowed students to assess pollutant levels in the creek; busing was also offered free-of-charge to schools not within walking distance of a creek.

The Pilot was offered in Spring 2017 and provided in-class presentations and field trips to six middle school classrooms. The following year, the District expanded the Pilot into a full-scale Program by increasing program participation from 300 to over 900 students. Staff also launched an extensive marketing campaign to generate Program interest and develop relationships with local school districts and educators. During the Pilot, staff learned that watershed education topics featured prominently in the state's educational standards for fifth-grade and high school students, so the District modified the Program and began offering field trips to upper elementary, middle school, and high school students. By all measures, the full-scale Program offered during the 2018-2019 school year was a success and offered local school children a valuable outdoor learning experience.

### **DISCUSSION:**

In anticipation of the 2019-2020 school year, OC Coastkeeper partnered with the Laguna Canyon Foundation (Foundation), a local non-profit organization dedicated to the protection and preservation of the South Coast wilderness. The partnership will provide students participating in OC Coastkeeper Programs with access to creeks in the Aliso and Woods Canyon watersheds and educational tours led by the Foundation's naturalists.

To continue this successful Program into the 2019-20 and 2020-21 school years, staff recommends that the Board of Directors approve a Professional Services Agreement with Orange County Coastkeeper for a two-year term to accommodate educational programming in the 2019-20 and 2020-21 school years with a not to exceed contract amount of \$140,000. Staff also requests that the Board of Directors authorize the General Manager or Assistant General Manager to execute the agreement.

Attachment: Professional Services Agreement with Orange County Coastkeeper

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
ORANGE COUNTY COASTKEEPER  
MNWD PROJECT: STUDENT EDUCATIONAL PROGRAMS  
CONTRACT NO. OM19-20.006**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date") by and between the Moulton Niguel WATER DISTRICT ("MNWD") and Orange County Coastkeepers, a 501 (c)(3) nonprofit corporation ("Consultant"). MNWD and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**SECTION I – PURPOSE**

Consultant shall provide certain professional services required by MNWD on the terms and conditions set forth in this Agreement. Consultant represents that it has the qualifications, experience, licenses, and facilities necessary to properly perform field trip and educational programing for children in a competent and professional manner.

**SECTION II – TERM**

The term of this Agreement shall be from the Effective Date to **August 30, 2021**, unless earlier terminated as provided herein.

**SECTION III – SCOPE OF SERVICES**

Section 3.1. Scope of Services. The scope of services to be provided by Consultant is set forth on Exhibit "A" attached hereto and by this reference incorporated herein ("Services"). Consultant warrants that it will perform the Services as set forth herein in a competent, professional and satisfactory manner. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

Section 3.2. Schedule of Services. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines, including any schedule of services set forth in Exhibit "A."

Section 3.3. Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at his/her/its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

**SECTION IV – COMPENSATION**

Section 4.1. Payment for Services Rendered. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Forty Thousand Dollars (\$140,000)** without written approval by MNWD. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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Section 4.2. Invoices. Consultant shall submit to MNWD a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. MNWD shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

- A. Payment shall not constitute acceptance of any work completed by Consultant.
- B. The making of final payment shall not constitute a waiver of any claims by MNWD for any reason whatsoever.

Section 4.3. Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by MNWD.

Section 4.4. Extra Work. At any time during the term of this Agreement, MNWD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by MNWD to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by MNWD.

## **SECTION V – REPRESENTATIVES OF THE PARTIES**

Section 5.1. MNWD's Representative. MNWD hereby designates its Director of Finance and Water Resources, or his or her designee, to act as its representative for the performance of this Agreement ("MNWD's Representative"). Consultant shall not accept direction or orders from any person other than MNWD's Representative or his or her designee.

Section 5.2. Consultant's Representative. Consultant hereby designates Dayna Peña, or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

## **SECTION VI – RESPONSIBILITIES OF CONSULTANT**

Section 6.1. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. MNWD retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of MNWD and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income



tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Section 6.2. Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from MNWD, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

Section 6.3. Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of MNWD.

Section 6.4. Substitution of Key Personnel. Consultant has represented to MNWD that certain key personnel will perform and coordinate the Services under this Agreement. The key personnel for performance of this Agreement are as follows: Dayna Peña. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of MNWD. In the event that MNWD and Consultant cannot agree as to the substitution of key personnel, MNWD shall be entitled to terminate this Agreement for cause. Furthermore, any personnel who fail or refuse to perform the Services in a manner acceptable to MNWD, or who are determined by MNWD to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from performing Services by the Consultant at the request of MNWD.

Section 6.5. Coordination of Services. Consultant agrees to work closely with MNWD staff in the performance of Services and shall be available to MNWD's staff, consultants and other staff at all reasonable times.

Section 6.6. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold MNWD, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

## **SECTION VII – LABOR CODE PROVISIONS**

Section 7.1. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8,

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Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. 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, Consultant agrees to fully comply with such Prevailing Wage Laws. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. Consultant 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 Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold MNWD, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Section 7.2. Registration and Labor Compliance. If the services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant 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 Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

Section 7.3. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

## **SECTION VIII – INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall immediately indemnify, defend, and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against MNWD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse MNWD for the cost of any settlement paid by MNWD or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for MNWD’s attorneys’ fees and costs, including expert witness fees. Consultant shall reimburse MNWD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant’s obligation to indemnify shall

survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by MNWD, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant'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 Consultant.

### **SECTION IX – INSURANCE**

Section 9.1. Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to MNWD that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to MNWD that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for MNWD to terminate this Agreement for cause.

Section 9.2. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$1,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects MNWD, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

B. Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership,

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operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects MNWD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

C. Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against MNWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

E. Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of MNWD (if agreed to in a written contract or agreement) before MNWD's own primary or self-Insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.3. All Coverages. The Consultant is required by this Agreement to state that: (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to MNWD; If any of the required coverages expire or cancel during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to MNWD at least ten (10) days prior to the cancellation or expiration date; and (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.4. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.5. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by MNWD. Consultant shall guarantee that, at the option of MNWD, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MNWD, its directors, officials, officers, employees, agents, and volunteers; and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

Section 9.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII or equivalent, or as otherwise approved by MNWD.

Section 9.7. Verification of Coverage. Consultant shall furnish MNWD with certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to MNWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by MNWD if requested. All certificates and endorsements must be received and approved by MNWD before work commences. MNWD reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

Section 9.8. Reporting of Claims. Consultant shall report to MNWD, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

## **SECTION X – TERMINATION**

Section 10.1. Grounds for Termination. MNWD may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to MNWD, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

Section 10.2. Effect of Termination. If this Agreement is terminated as provided herein, MNWD may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

Section 10.3. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, MNWD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**SECTION XI – OWNERSHIP OF MATERIALS AND CONFIDENTIALITY**

Section 11.1. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for MNWD to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of MNWD, and shall not be used in whole or in substantial part by Consultant on other projects without MNWD’s express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to MNWD reproducible copies of all Documents & Data, in a form and amount required by MNWD. MNWD reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by MNWD at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to MNWD upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to MNWD any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to MNWD upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify MNWD and provide MNWD with the opportunity to obtain the documents.

Section 11.2. Subconsultants. Consultant shall require all subconsultants to agree in writing that MNWD is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by MNWD.

Section 11.3. Right to Use. MNWD shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at MNWD’s sole risk. If MNWD uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant’s seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to MNWD upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

Section 11.4. Intellectual Property Indemnification. Consultant shall defend, indemnify and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by MNWD of the Documents & Data, including any method, process, product, or concept specified or depicted.

Section 11.5. Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of MNWD, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use MNWD's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of MNWD.

**SECTION XII – ACCOUNTING, INSPECTION AND AUDIT**

Section 12.1. Records. Consultant shall keep and shall preserve for four (4) years after final completion of the services, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to MNWD under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four (4) year period, Consultant shall give MNWD and its agents, during normal business hours, access to such Books and Records. MNWD and its agents shall have the right to make copies of any of the said Books and Records.

Section 12.2. Custody. Where MNWD has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Consultant's business, MNWD may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to MNWD and its Representatives.

**SECTION XIII – GENERAL PROVISIONS**

Section 13.1. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**MNWD:**

Moulton Niguel Water District  
P.O. Box 30203  
Laguna Niguel, CA 92607  
Attn: Director of Finance and Water  
Resources

**CONSULTANT:**

Orange County Coastkeepers  
3151 Airway Ave., Suite F-110  
Costa Mesa, CA 92626  
Attn: Dyana Peña

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48)

## #13.

hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Section 13.2. Subcontracting/Subconsulting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of MNWD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Section 13.3. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of MNWD's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Section 13.4. Time of Essence. Time is of the essence for each and every provision of this Agreement.

Section 13.5. MNWD's Right to Employ Other Consultants. MNWD reserves right to employ other consultants in connection with this Project.

Section 13.6. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

Section 13.7. Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of MNWD. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

Section 13.8. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to MNWD include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

Section 13.9. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Section 13.10. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.



Section 13.11. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Section 13.12. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 13.13. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with MNWD's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, MNWD shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of MNWD, during the term of his or her service with MNWD, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 13.14. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 13.15. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

Section 13.16. Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against MNWD. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against MNWD.

Section 13.17. Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

Section 13.18. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

Section 13.19. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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Section 13.20. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a written amendment signed by both parties.

**MOULTON NIGUEL WATER DISTRICT:**

**ORANGE COUNTY COASTKEEPER:**

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

By: \_\_\_\_\_  
(Authorized Representative of  
Consultant)

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

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Exhibit A  
Scope of Services

**Watershed Education Field Trip Program**

**Scope of Work:**

The Orange County Coastkeeper (“Coastkeeper”) proposes to adapt its WHALES Program (Watershed Heroes - Actions Linking Education to Stewardship) to provide hands-on environmental education to upper elementary, junior high, and high school students in the Moulton Niguel Water District (“MNWD”) service area. The Watershed Education Field Trip Program (“Program”) will provide in-class activities and field trip experiences that encourage students to explore watershed and ecological concepts in their own community.

Coastkeeper will work directly with participating teachers to educate children on the value of water efficiency, its impact on water quality, and the overall health and sustainability of our local watersheds. To help schools provide these experiences, the Program covers all expenses including marketing, transportation, equipment, and substitute teachers. Coastkeeper also utilizes partnerships with other non-profit organizations and educational facilities to provide additional resources to students. As part of our contract with MNWD, Coastkeeper will perform the following tasks:

**Task 1 Planning and Program Management**

Coastkeeper will coordinate with MNWD to keep them informed about the status of the project. Coastkeeper will be responsible for managing the budget and schedule, submitting requests for disbursement, and other project management activities. Coastkeeper will coordinate partnerships, maintain equipment, process school invoices and will continue to improve in-class and field activities as needed.

Subtask 1.1 Inventory Equipment

Coastkeeper has existing equipment that will be used for this Program. This equipment requires regular refills and calibration. Coastkeeper will update inventory of such equipment and prepare it for use within the Program. Coastkeeper will maintain the inventory of existing and newly purchased equipment throughout the Program.

Subtask 1.2 Confirm Partner Participation

Coastkeeper will contact existing partners to confirm their continued partnership in the Program. Coastkeeper will also work with these organizations to obtain any necessary permits for the Program events.

**Task 2 School Recruitment and Program Preparation**

*Coastkeeper will recruit new teachers/youth organizations and contact previous teachers to re-enroll. During recruitment, Coastkeeper will gather preliminary information by sending electronic surveys and coordinate with partners to provide resources.*

Subtask 2.1 Recruitment

# #13.

Coastkeeper will begin by reaching out to teachers who previously participated and encourage them to re-enroll in the Program. In addition, Coastkeeper will use connections with local unified school districts to promote the Program to additional educators as needed. Much of the recruitment will happen before September 30<sup>th</sup>, but schools will be added throughout the year as resources permit.

## Subtask 2.2 Conduct Logistical Surveys

As teachers and schools are enrolled, Coastkeeper will conduct preliminary surveys to collect logistical information such as number of classes, number of teachers, number of students, etc. Coastkeeper will then liaise with a coordinator at each school to schedule assemblies, in-class presentations and field trip sites/dates.

### **Task 3 In-Class Lessons and Assemblies**

*Coastkeeper will visit enrolled classes, give introductory lessons on watersheds, urban runoff pollution, water conservation, and our new “Understand Your Bill” activity where students assess sample bills from MNWD, and discuss ways to stay within the water budget, why that’s important and how MNWD can help.*

#### Subtask 3.1 In-class Lessons

Coastkeeper will visit enrolled classes to introduce students to the watershed concept and to teach them about the ecosystem they will visit. Coastkeeper provides in-class PowerPoint presentations, sample MNWD bills, and worksheets to help students follow along with the presentation. Coastkeeper can also bring a watershed diorama for younger audiences.

### **Task 4 Program Field Trip Activities**

*Participating schools will visit local waterways to conduct water quality chemistry tests that indicate urban runoff pollution. Students will discuss possible sources of these pollutants, how they can minimize their contribution, and how we can remediate them. Students may also participate in a nature hike where they will learn about native plant species, how they can help reduce urban runoff pollution, and the importance of biodiversity.*

#### Subtask 4.1 Field Trips

Coastkeeper staffs all field trip activities and recruits partners for additional docents, hike guides, and naturalists to provide a dynamic learning experience.

### **Task 5 Bus Transportation and Travel**

*Coastkeeper will coordinate with school and district administration on scheduling and ordering buses. Coastkeeper will be invoiced for each school bus. Staff will bill mileage at the appropriate rate of the time. School bus and staff travel costs are built into the price per field trip.*

#### Subtask 5.1 Bus Logistics

Depending on the preference/stipulations of each school district, Coastkeeper will either order buses directly from an accredited bus company or will coordinate the details of the bus logistics with teachers and administration.

**Schedule of Work:**

## Planning and Development:

- June – September: Survey teacher needs and plan program participation; coordinate with partners to set up field trip sites and community projects
- September – October: Recruit new teachers and schools; ongoing and as needed

## Instruction and Field Activities:

- October – June: Conduct in-class lessons and field trip activities

## Review and Reporting:

- September -June: Coastkeeper documents the number of students reached, the number of trips and lessons facilitated, conducts assessments of student learning
- June -July: Coastkeeper evaluates program, including student work and evaluations completed by students, teachers, and partners
- July 31: Final Report submitted to MNWD

**Staff Responsible for Contract:**

Dyana Peña, Education Director

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**Exhibit B**  
FeeSchedule  
ORANGE COUNTY  
**COASTKEEPER**®

**W.H.A.L.E.S. Price List**

Field Trip	Price	Details
<b>Program Development and Recruitment</b>	<b>\$2,500*</b>	Price includes curriculum development, teacher outreach, travel and administrative fees. *One-time cost
<b>MNWD Custom Field Trip w/ School Bus</b>	<b>\$2,000</b>	Up to 40 students. Price includes field trip logistical planning and execution, travel, school bus costs, substitute teacher fees, equipment and administrative fees.
<b>MNWD Custom Walking Field Trip</b>	<b>\$1,500</b>	Up to 40 students. Price includes field trip logistical planning and execution, travel, equipment and administrative fees.
<b>In-Class Presentation</b>	<b>\$900</b>	Price includes scheduling and execution of uniquely developed presentation.



# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 8, 2019

**FROM:** Rod Woods, Director of Engineering  
Todd Dmytryshyn, Engineering Manager

**SUBJECT:** Adoption of Initial Study/Mitigated Negative Declaration for the Regional Lift Station Force Main Replacement

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### SUMMARY:

Issue: Board action is required to adopt the Initial Study/Mitigated Negative Declaration for the Regional Lift Station Force Main Replacement, Project No. 2013.004.

Recommendation: It is recommended that the Board of Directors approve the resolution entitled, "Adopting the Mitigated Negative Declaration and the Mitigation, Monitoring, and Reporting Program for the Regional Lift Station Force Main Replacement Project (MNWD Project No. 2013.004)."

Fiscal Impact: None.

Reviewed by Committee: Yes

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 each 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. The existing force mains are due for replacement.

In July 2017, the District executed an agreement with Tetra Tech, Inc. to provide engineering consulting services associated with the Regional Lift Station Force Main Replacement. The scope of work includes project management, preliminary design, geotechnical exploration, preparation of CEQA documentation, permit acquisition

## #14.

### Adoption of Initial Study/Mitigated Negative Declaration for the Regional Lift Station Force Main Replacement Project

August 8, 2019

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support, preparation of final design and construction documents, and bid and construction phase support services.

As part of the CEQA process, Helix Environmental Planning (Helix), Tetra Tech's environmental sub-consultant for the project, completed a Biological Technical Report, a Cultural Resource Study, and prepared a Draft Initial Study/Mitigated Negative Declaration for the project.

#### **DISCUSSION:**

In accordance with the California Environmental Quality Act (CEQA) guidelines, the notice of intent to adopt the Initial Study/Mitigated Negative Declaration (MND) for the Regional Lift Station Force Main Replacement, Project No. 2013.004 was published in the Orange County Register on March 6, 2019, for a thirty (30) day public review period. The MND was also sent to the State Clearinghouse on March 6, 2019 for processing.

The public review period ended on April 5, 2019, and comments were received from:

- California Department of Water Resources
- California Department of Fish and Wildlife

The responses to the comments from these entities are included in the MND, which was previously provided to the Board and the public. The key findings from the MND include:

- No findings of potential significance were found as a result of the proposed project.
- The proposed project would have less than significant impacts or no impacts on the following areas: aesthetics, agriculture and forestry resources, air quality, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation, utilities and service systems, or wildfire.
- The proposed project identified areas of potential significant impact. These areas include biological, cultural, and tribal cultural resources. However, with the implementation of the identified mitigation measures, the proposed project will not have a significant effect on the environment.

Attachment: Resolution entitled, "Adopting the Mitigated Negative Declaration and the Mitigation, Monitoring, and Reporting Program for the Regional Lift Station Force Main Replacement Project (MNWD Project No. 2013.004)."



**RESOLUTION NO. 19-\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
MOULTON NIGUEL WATER DISTRICT  
ADOPTING A MITIGATED NEGATIVE DECLARATION AND  
MITIGATION, MONITORING, AND REPORTING PROGRAM FOR  
THE REGIONAL LIFT STATION FORCE MAIN REPLACEMENT PROJECT  
(MNWD PROJECT NO. 2013.004)**

**WHEREAS**, the Moulton Niguel Water District (“District”) has recently determined that the existing 20-inch and 24-inch force mains that convey wastewater from the District’s Regional Lift Station to the Joint Regional Treatment Plant require replacement;

**WHEREAS**, the District has proposed to complete the Regional Lift Station Force Main Replacement Project as further described in this Resolution (“Project”);

**WHEREAS**, as part of the Project the District would replace the existing force mains with new dual 24-inch force mains, utilizing open-cut trenching and trenchless installation methods;

**WHEREAS**, existing force mains would be abandoned in place or repurposed and not removed;

**WHEREAS**, the Project is generally located in the City of Launa Niguel, Orange County, California, and the Project area is contained within the Laguna Niguel Regional Park, the District’s Regional Lift Station property, and Alicia Parkway Right-of-Way;

**WHEREAS**, because implementing the Project is a discretionary action, the District analyzed the Project’s potential impacts on the environment pursuant to the California Environmental Quality Act (Pub. Resources Code §§ 21000 et seq.) (“CEQA”);

**WHEREAS**, the Project is more particularly described in the Mitigated Negative Declaration prepared for the Project, entitled “Regional Lift Station Force Main Replacement Project Initial Study/Mitigated Negative Declaration” dated August 2019 (“IS/MND”), which is on-file at the District’s Plant 2A office and available on request;

**WHEREAS**, the District, acting as lead agency as defined in Section 21067 of the Public Resources Code, prepared the IS/MND for the Project;

**WHEREAS**, the District has determined based on the Initial Study, which is incorporated within the IS/MND, that the potentially significant impacts resulting from the construction and operation of the Project will be reduced to a level below significance because of the mitigation measures that have been incorporated into the Project, and based thereon, the

## #14.

District has prepared the IS/MND pursuant to Public Resources Code sections 21064.5 and 21080, subdivision (c), and the State CEQA Guidelines section 15070 et seq.;

**WHEREAS**, the District distributed a Notice of Intent to Adopt a Mitigated Negative Declaration on March 6, 2019 pursuant to State CEQA Guidelines section 15072;

**WHEREAS**, pursuant to Public Resources Code section 21091(b), the District provided copies of the IS/MND to the public and the State Clearinghouse for a thirty-day review and comment period commencing on March 6, 2019, through and including April 5, 2019;

**WHEREAS**, during that review and comment period, the District received two comment letters;

**WHEREAS**, the Project, as set forth and described in the IS/MND, includes those mitigation measures necessary to ensure the identified potentially significant environmental effects of the Project remain at less than significant levels (“Mitigation Measures”);

**WHEREAS**, pursuant to Public Resources Code section 21081.6 and State CEQA Guidelines section 15074(d), the District has prepared a program for reporting on or monitoring the changes which it has either required in the Project or made a condition of approval to mitigate or avoid significant environmental effects (“Mitigation Monitoring and Reporting Program” or “MMRP”), which is set forth in Appendix C of the MND;

**WHEREAS**, the Board has reviewed and considered all written and oral comments made to the District in connection with the Project and the IS/MND by affected governmental agencies and other interested persons and responded, as appropriate, to comments received;

**WHEREAS**, as contained herein, the District has endeavored in good faith to set forth the basis for its decision on the proposed Project;

**WHEREAS**, the District has endeavored to take all steps and impose all conditions necessary to ensure that the Project’s impacts to the environment would not be significant;

**WHEREAS**, all of the findings and conclusions made by the District pursuant to this Resolution are based upon the oral and written evidence in the record before it as a whole;

**WHEREAS**, the Board has reviewed the IS/MND and all other relevant information contained in the record regarding the Project;

**WHEREAS**, on August 8, 2019, at its regularly-scheduled meeting, the public was afforded an opportunity to comment on the Project and the IS/MND, and the Board discussed and considered the Project and the IS/MND; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred;

**NOW, THEREFORE**, the Board of Directors of the Moulton Niguel Water District does hereby **RESOLVE, DETERMINE and ORDER** as follows:

**Section 1.** Each of the recitals set forth above is true and correct and incorporated in this Resolution.

**Section 2.** As the decision-making body for the Project, the Board has reviewed and considered the information contained in the IS/MND and administrative record, on file with the District and available for review at 26161 Gordon Road, Laguna Hills, California 92653. The Board finds that the IS/MND for the Project, inclusive of the MMRP contained therein, is adequate and in compliance with CEQA and the State CEQA Guidelines.

**Section 3.** In the District's role as the lead agency under CEQA, the Board finds that the IS/MND contains a complete and accurate reporting of the environmental impacts associated with the Project. The Board further finds that the documents have been completed in compliance with CEQA and the State CEQA Guidelines. The Board further finds that all environmental impacts of the Project are either less than significant or can be mitigated to a less than significant level pursuant to the Mitigation Measures outlined in the IS/MND and the Mitigation Monitoring and Reporting Program. The Board further finds that there is no substantial evidence in the record supporting a fair argument that the Project may result in significant environmental impacts. The Board also finds that any comments received regarding the Project have been examined and determined to not modify either the Board's or the IS/MND's conclusions. Furthermore, the Board finds that the IS/MND has not been substantially revised after public notice of its availability and recirculation is not required. (State CEQA Guidelines, § 15073.5.) The Board finds that the IS/MND contains a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment of the Board.

**Section 4.** The Board hereby approves and adopts the IS/MND for the Project.

**Section 5.** The Board hereby approves and adopts the Mitigation Monitoring and Reporting Program prepared for the Project, attached hereto as Exhibit "A".

**Section 6.** The Board hereby directs staff to proceed with the Project and solicit cost proposals for the completion of the construction work in accordance with provisions of the IS/MND.

**Section 7.** The Board hereby delegates authority to the District's General Manager, or her designee, to take any action reasonably required to cause a Notice of Determination to be filed with the Orange County Clerk and the State Clearinghouse including, but not limited to, the issuance of payment of those Fish and Game fees that may be required pursuant to Fish and Game Code Section 711.4.

**Section 8.** The IS/MND and all supporting materials, which constitute a record of these proceedings, will be kept at the District's operations offices, located at 26161 Gordon Road, Laguna Hills, California 92653, under the care and control of the Engineering Department.

**#14.**

**Section 9.** The President of the Board of Directors of the Moulton Niguel Water District shall sign this Resolution and the Secretary shall attest and certify to the passage and adoption thereof.

**APPROVED, ADOPTED and SIGNED** this 8th day of August, 2019.

**MOULTON NIGUEL WATER DISTRICT**

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President/Vice President  
MOULTON NIGUEL WATER DISTRICT  
and of the Board of Directors thereof

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Secretary/Assistant Secretary  
MOULTON NIGUEL WATER DISTRICT  
and of the Board of Directors thereof

EXHIBIT "A"

MITIGATION MONITORING AND REPORTING PROGRAM

## **MITIGATION MONITORING AND REPORTING PROGRAM REGIONAL LIFT STATION FORCE MAIN REPLACEMENT PROJECT**

**Purpose of Mitigation Monitoring and Reporting Program:** The California Environmental Quality Act (CEQA), Public Resources Code Section 21081.6, requires that a Mitigation Monitoring and Reporting Program (MMRP) be established upon completing findings. CEQA stipulates that “the public agency shall adopt a reporting or monitoring program for the changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation.”

This MMRP has been prepared in compliance with Section 21081.6 of CEQA to ensure that all required mitigation measures are implemented and completed according to schedule and maintained in a satisfactory manner during the construction of the project, as required. Table 1 has been prepared to assist the responsible parties in implementing the MMRP. The table identifies individual mitigation measures, monitoring/mitigation timing, the responsible agency for implementing the measure, and space to confirm implementation of the mitigation measures. The numbering of mitigation measures follows the numbering sequence found in the Initial Study and Mitigated Negative Declaration.

The Moulton Niguel Water District (MNWD) is the lead agency for the project under CEQA and shall administer and implement the MMRP. MNWD is responsible for review of all monitoring reports, enforcement actions, and document disposition. MNWD shall rely on information provided by the project site observers/monitors (e.g., construction manager, project manager, archaeologist, etc.) as accurate and up-to-date and shall provide personnel to field check mitigation measure status, as required.

**Project Description:** The Regional Lift Station and Force Mains are critical wastewater facilities in the City of Laguna Niguel that carry pumped flow from MNWD’s Regional Lift Station to the South Orange County Wastewater Authority (SOCWA) Regional Treatment Plant. The lift station currently pumps flow into parallel 20-inch and 24-inch Techite pipe force mains. Due to the brittle nature of Techite pipe and the industry reputation of failure, MNWD is proceeding with this project to replace the existing force mains.

One or both of the existing force mains may be abandoned in place or repurposed for secondary effluent from the Regional Treatment Plant. To replace the function of the existing force mains, dual 24-inch force mains would be constructed by the project, each approximately 8,500 linear feet. The force mains would begin at the SOCWA Regional Treatment Plant, and head north following a service path on the east side of the Sulphur Creek Reservoir. North of the reservoir, the force mains’ alignment would travel alongside the main access road for the Laguna Niguel Regional Park and turn west. The alignment would end at the Regional Lift Station near Alicia Parkway. Sewer service would be maintained through the existing pipes during construction. MNWD would install the new force mains utilizing open-cut trenching and trenchless installation methods.

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Table 1  
**MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST FOR THE  
 REGIONAL LIFT STATION FORCE MAIN REPLACEMENT PROJECT**

Mitigation Measure	Monitoring/ Mitigation Timing	Responsible for Monitoring	Verification of Compliance	
			Initials	Date
<b>BIOLOGICAL RESOURCES</b>				
<p><b>BIO-1 Southwestern Pond Turtle and Two-Striped Garter Snake:</b> A clearance survey for southwestern pond turtle and two-striped garter snake shall be conducted by a qualified biologist within the proposed work areas no more than 14 days prior to construction activities (i.e., earthwork, clearing, grubbing, pipeline installation, etc.). The clearance survey shall be conducted within the work areas. If the qualified biologist determines that southwestern pond turtles and/or two-striped garter snakes are present within the work areas during the clearance survey, no construction shall occur until the qualified biologist determines that the pond turtles and/or garter snakes have moved out of the work areas on their own accord. Once the qualified biologist determines that there are no southwestern pond turtles or two-striped garter snakes within the work areas, an exclusionary fence shall be placed between suitable habitat and the work areas to prevent pond turtles and/or garter snakes from reentering the work area. The qualified biologist shall determine the placement of the exclusionary fencing. Prior to commencement of construction activities and after the exclusionary fencing has been erected, a final clearance survey shall be conducted within the work areas to confirm there are no southwestern turtles or garter snakes within the work area. Exclusionary fencing will be required to stay in place for the duration of any construction activities to deter southwestern pond turtles and/or two-striped garter snakes from entering the work areas. The results of the clearance surveys shall be documented by the qualified biologist and submitted to MINWD.</p> <p>To avoid potential impacts to southwestern pond turtles and/or two-striped garter snakes from vehicles and construction equipment adjacent to suitable habitat, all project personnel shall attend a training program presented by a qualified biologist prior to commencement of construction activities. The training program will inform project personnel about the life history of southwestern pond turtle and two-striped garter snake and all avoidance and minimization measures.</p>	<p>Pre-construction survey shall be performed no more than 14 days prior to the commencement of applicable construction activities</p> <p>Exclusionary fencing shall be placed around the work area prior to commencement of construction activities, and fencing placement would be ongoing as the work area moves through the alignment.</p> <p>Monitoring ongoing during construction as determined by the qualified biologist</p> <p>Training program shall occur prior to commencement of construction activities</p> <p>This mitigation measure shall be included in construction documents for implementation during construction</p>	<p>MINWD</p>		



Table 1  
**MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST FOR THE  
 REGIONAL LIFT STATION FORCE MAIN REPLACEMENT PROJECT**

Mitigation Measure	Monitoring/ Mitigation Timing	Responsible for Monitoring	Verification of Compliance	
			Initials	Date
<p><b>BIO-2 Nesting Birds:</b> Construction activities (i.e., earthwork, clearing, grubbing, pipeline installation, etc.) shall occur outside of the general bird nesting season for migratory birds, which is February 15 through August 31 for songbirds and January 15 through August 31 for raptors, to the extent feasible.</p> <p>If construction activities (i.e., earthwork, clearing, grubbing, pipeline installation, etc.) must occur during the general bird nesting season for migratory birds and raptors (January 15 through August 31), MNWD shall retain a qualified biologist to perform a pre-construction survey of potential nesting habitat to confirm the absence of active nests belonging to migratory birds and raptors afforded protection under the Migratory Bird Treaty Act (MBTA) and the California Fish and Game (CFG) Code. The pre-construction survey shall be performed no more than seven days prior to the commencement of construction activities. The results of the pre-construction survey shall be documented by the qualified biologist and submitted to MNWD.</p> <p>If the qualified biologist determines that no active migratory bird or raptor nests are present, the activities shall be allowed to proceed without any further requirements. If the qualified biologist determines that an active migratory bird or raptor nest is present, no impacts within 300 feet (500 feet for raptors) of the active nest shall occur until the young have fledged the nest and the nest is confirmed to no longer be active, or as determined by the qualified biologist. The biological monitor may modify the buffer or propose other recommendations in order to minimize disturbance to nesting birds.</p>	<p>Pre-construction survey shall be performed no more than seven days prior to the commencement of construction activities</p> <p>Monitoring ongoing during construction as determined by the qualified biologist</p> <p>This mitigation measure shall be included in construction documents for implementation during construction</p>	<p>MNWD</p>		
<p><b>BIO-3 Tricolored Blackbird:</b> Due to historic observations and the presence of suitable habitat for tricolored blackbird within the project area, at a minimum the following avoidance and minimization measures shall be implemented to avoid potential indirect impacts, or as otherwise required by CDFW as part of the Streambed Alteration Agreement:</p> <ol style="list-style-type: none"> <li>1. If construction activities (i.e., earthwork, clearing, grubbing, pipeline installation, etc.) occur outside of the nesting season for tricolored blackbird (March 15 through July 31), no additional avoidance and minimization measures are</li> </ol>	<p>Pre-construction surveys shall be performed prior to the commencement of construction activities (sixth survey shall be conducted within seven days prior to construction activities)</p> <p>Monitoring ongoing during</p>	<p>MNWD</p>		

**Table 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST FOR THE**  
**REGIONAL LIFT STATION FORCE MAIN REPLACEMENT PROJECT**

Mitigation Measure	Monitoring/ Mitigation Timing	Responsible for Monitoring	Verification of Compliance Initials	Date
<p>required.</p> <p>2. If construction activities (i.e., earthwork, clearing, grubbing, pipeline installation, etc.) are proposed within the tricolored nesting season, the following measures shall be taken:</p> <p>a. Comprehensive Pre-Construction Nesting Survey: Currently no formal presence/absence survey protocol exists for the tricolored blackbird. Therefore, to identify potential species presence and nesting individuals, a comprehensive nesting survey is required. Six surveys shall be conducted within the nesting season prior to commencing construction activities within 500 feet of suitable habitat. The last survey shall be conducted within seven days prior to the initiation of construction activities. The surveys shall be conducted within all suitable habitat located on the study area and within a 500-foot buffer where suitable habitat occurs. The results of the surveys shall be documented and submitted to CDFW.</p> <p>b. Weekly Nest Surveys: Additionally, the qualified biologist(s) will perform weekly surveys to identify the presence of tricolored blackbird nesting activities, egg incubation activities, or brood rearing activities within 500 feet of anticipated construction activities for the week. Surveys will be conducted more frequently if construction progresses beyond the limits of the weekly surveyed area.</p> <p>c. If construction must occur within the 500-foot avoidance buffer, additional measures shall be developed in conjunction with CDFW. Additional measures may also be required as part of the subsequent CDFW Section 1602 streambed alteration agreement.</p> <p>Additional mitigation measures would include, but are not limited to, the following:</p>	<p>construction as determined by the qualified biologist</p> <p>Exclusionary fencing shall be placed around the work area prior to commencement of construction activities near suitable habitat, and fencing placement would be ongoing as the work area moves through the alignment.</p> <p>Training program shall occur prior to commencement of construction activities</p> <p>This mitigation measure shall be included in construction documents for implementation during construction</p>			

**Table 1  
MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST FOR THE  
REGIONAL LIFT STATION FORCE MAIN REPLACEMENT PROJECT**

Mitigation Measure	Monitoring/ Mitigation Timing	Responsible for Monitoring	Verification of Compliance Initials	Date
<p>i. If work is required within 500 feet of an active nest during the breeding season, a qualified biologist shall monitor all work to ensure no impacts occur to the tricolored blackbird. Through notification to and guidance from CDFW, the biological monitor may modify the buffer or propose other recommendations in order to minimize disturbance to nesting tricolored blackbirds. Written documentation of biological monitoring activities shall be prepared and submitted to CDFW upon completion of construction during the breeding season.</p> <p>A qualified acoustician may be retained to determine ambient noise levels and project-related noise levels near nest sites. The need for sound monitoring shall be recommended by the biological monitor through notification to and guidance from CDFW based on the presence of nesting individuals and observation of the birds' behavior. If sound monitoring is determined appropriate, noise levels near the nest site shall not exceed an hourly average of 60 decibels (dB[A]). If project-related noise levels near the nest site are above 60 dB(A), additional minimization measures shall be taken to reduce project-related noise levels to an acceptable level as determined by the biological monitor. If additional measures do not decrease project-related noise levels below the thresholds described above, ground disturbance shall cease until CDFW is contacted to discuss alternative methods. The biological monitor shall prepare written documentation of all monitoring activities at the completion of construction activities within the nesting season, which shall be submitted to CDFW.</p> <p>ii. During any construction within or immediately adjacent to the 500-foot avoidance buffer within the breeding season, the construction contractors shall install properly operating and maintained mufflers on all construction equipment, fixed or mobile, to reduce construction equipment noise to the maximum extent feasible. The mufflers shall be installed consistent with manufacturers' standards. The</p>				

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MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST FOR THE  
REGIONAL LIFT STATION FORCE MAIN REPLACEMENT PROJECT**

Mitigation Measure	Monitoring/ Mitigation Timing	Responsible for Monitoring	Verification of Compliance Initials	Date
<p>construction contractor shall also place all stationary construction equipment so that emitted noise is directed away from the tricolored blackbird habitat.</p> <p>3. All project personnel shall attend a training program presented by a qualified biologist prior to construction activities. The training program will inform project personnel about the life history of tricolored blackbird and all avoidance and minimization measures.</p> <p>a. The construction contractor shall only allow construction activities to occur during daylight hours.</p> <p>b. The construction contractor shall require functional mufflers on all construction equipment (stationary or mobile) used within or immediately adjacent to any 500-foot avoidance buffers to reduce construction equipment noise. Stationary equipment shall be situated so that noise generated from the equipment is not directed towards any suitable habitat for the tricolored blackbird.</p> <p>c. The construction contractor shall place staging areas as far as feasible from any suitable habitat for the tricolored blackbird.</p>				

Table 1  
**MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST FOR THE  
 REGIONAL LIFT STATION FORCE MAIN REPLACEMENT PROJECT**

Mitigation Measure	Monitoring/ Mitigation Timing	Responsible for Monitoring	Verification of Compliance	
			Initials	Date
<p><b>BIO-4 Burrowing Owl:</b> In compliance with CDFW's Staff Report on <i>Burrowing Owl Mitigation</i> (2012), a take avoidance survey shall be conducted in the project area within 14 days prior to ground disturbance to determine presence of burrowing owls. If the take avoidance survey is negative and burrowing owls are confirmed absent, then ground-disturbing activities shall be allowed to commence and no further mitigation would be required.</p> <p>If burrowing owls are observed during the take avoidance survey, active burrows shall be avoided by the project in accordance with the CDFW's Staff Report (2012). The CDFW shall be immediately informed of any burrowing owl observations. A Burrowing Owl Protection and Relocation Plan (plan), which must be sent for approval by CDFW prior to initiating ground disturbance, shall be prepared by a qualified biologist. The plan shall detail avoidance measures that shall be implemented during construction and passive or active relocation methodology. Relocation shall only occur outside of the nesting season (February 1 through August 31).</p>	<p>Take avoidance survey shall be performed within 14 days prior to ground disturbance</p> <p>If burrowing owls are determined to be present, the plan shall be sent to CDFW prior to initiating ground disturbance</p> <p>This mitigation measure shall be included in construction documents for implementation during construction</p>	<p>MINWD</p>		

Table 1  
**MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST FOR THE  
 REGIONAL LIFT STATION FORCE MAIN REPLACEMENT PROJECT**

Mitigation Measure	Monitoring/ Mitigation Timing	Responsible for Monitoring	Verification of Compliance	
			Initials	Date
<p><b>BIO-5 Least Bell's Vireo:</b> Due to presence of least Bell's vireos in the project area, the following measures shall be implemented to avoid potential direct impacts:</p> <ol style="list-style-type: none"> <li>1. If canopy trimming for construction vehicle access is required, it shall be conducted by an ISA certified arborist outside of the nesting season for least Bell's vireo (September 1 through February 15). Prior to canopy trimming outside of the nesting season, a pre-construction survey shall be conducted by the qualified biologist(s) to confirm that LBVI are absent or breeding and nesting activities are complete within 500 feet of the disturbance.</li> <li>2. Compensatory mitigation for direct temporary impacts to 0.04 acre of suitable least Bell's vireo habitat shall be offset through compensatory mitigation. Compensatory mitigation may include, but is not necessarily limited to, on-site or off-site riparian enhancement, payment to OC Parks to fund non-native vegetation removal, or purchase of off-site enhancement credits at a ratio of no less than 1:1.</li> <li>3. Due to presence of least Bell's vireo in the study area, the following measures shall be implemented to avoid or minimize potential indirect impacts:                             <ol style="list-style-type: none"> <li>a. Pre-Construction Surveys: Following notification to and guidance from the USFWS, a preconstruction survey shall be conducted by the qualified biologist(s) to confirm that LBVI are absent or breeding and nesting activities are complete within 500 feet of the outer limits of disturbance.</li> <li>b. Weekly Nest Surveys: Once construction begins, the qualified biologist(s) will conduct weekly inspections of the project site and will report any</li> </ol> </li> </ol>	<p>Ongoing during construction</p> <p>Compensatory mitigation to occur in a timely manner per agency requirements</p> <p>Training program shall occur prior to commencement of construction activities</p> <p>Exclusionary fencing shall be placed around the work area prior to commencement of construction activities near suitable habitat, and fencing placement would be ongoing as the work area moves through the alignment.</p> <p>Written documentation of all monitoring activities shall be completed and submitted at the completion of construction activities</p> <p>This mitigation measure shall be included in construction documents for implementation during construction</p>	<p>MINWD</p>		

**Table 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST FOR THE**  
**REGIONAL LIFT STATION FORCE MAIN REPLACEMENT PROJECT**

Mitigation Measure	Monitoring/ Mitigation Timing	Responsible for Monitoring	Verification of Compliance Initials	Date
<p>impacts to LBVI or its habitat not in compliance with the project impact description immediately to the USFWS.</p> <p>4. If construction activities (i.e., earthwork, clearing, grubbing, etc.) are proposed within the least Bell's vireo nesting season (February 15 through August 31), the following measures shall be implemented to avoid potential indirect impacts:</p> <ul style="list-style-type: none"> <li>a. Pre-Construction Surveys: Following notification to and guidance from the USFWS, a preconstruction survey shall be conducted by the qualified biologist(s) to confirm that LBVI are absent or breeding and nesting activities are complete within 500 feet of the outer limits of disturbance.</li> <li>b. Weekly Nest Surveys: If construction activities are not completed by February 15 the USFWS shall be notified, and the qualified biologist(s) shall conduct weekly surveys to determine the presence of LBVI nest building activities, egg incubation activities, or brood rearing activities within 500 feet of anticipated construction activities for the coming week. Surveys shall be conducted more frequently if construction could progress beyond the limits of the weekly surveyed area.</li> <li>c. Noise Monitoring: If an active nest is observed, a qualified acoustician shall assess the potential for noise levels to exceed 60 dBA hourly in areas occupied by the LBVI and shall coordinate with the qualified biologist(s) to identify noise attenuation measures. Construction may proceed within 500 feet of an active nest if noise levels are maintained below a 60-dBA hourly average near the nest site. <ul style="list-style-type: none"> <li>i. A qualified acoustician shall be retained to determine ambient noise levels for construction activities within 500 feet of active nests. Noise levels near the nest site shall not exceed an hourly average of 60 decibels (dB[A]). If project-related noise levels near the nest site rise above 60 dB(A), work shall cease, and additional avoidance and</li> </ul> </li> </ul>				

**Table 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST FOR THE**  
**REGIONAL LIFT STATION FORCE MAIN REPLACEMENT PROJECT**

Mitigation Measure	Monitoring/ Mitigation Timing	Responsible for Monitoring	Verification of Compliance Initials	Date
<p>minimization measures shall be taken to reduce project-related noise levels to an hourly average of 60 dB(A). The biological monitor shall prepare written documentation of all monitoring activities at the completion of construction activities, which shall be submitted to CDFW and USFWS.</p> <p>ii. All project personnel shall attend a training program presented by a qualified biologist prior to construction activities. The training program will inform project personnel about the life history of least Bell's vireo and all avoidance and minimization measures.</p> <p>iii. The construction contractor shall only allow construction activities to occur during daylight hours.</p> <p>iv. The construction contractor shall require functional mufflers on all construction equipment (stationary or mobile) used within or immediately adjacent to any 500-foot avoidance buffers to reduce construction equipment noise. Stationary equipment shall be situated so that noise generated from the equipment is not directed towards any suitable habitat for the least Bell's vireo.</p> <p>v. The construction contractor shall place staging areas as far as feasible from any suitable habitat for the least Bell's vireo.</p> <p>vi. The biological monitor shall prepare written documentation of all monitoring activities at the completion of construction activities, which shall be submitted to MNWD, CDFW, and USFWS.</p>				



**Table 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST FOR THE**  
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Mitigation Measure	Monitoring/ Mitigation Timing	Responsible for Monitoring	Verification of Compliance
			<b>Initials</b> <b>Date</b>
<p><b>BIO-6 Jurisdictional Resources:</b> Prior to impacts to jurisdictional resources, MNWD shall obtain the necessary regulatory permits from USACE, RWQCB, and CDFW. Jurisdictional resources temporarily impacted shall be returned to pre-project contours once the project has been completed. Compensatory mitigation for temporary impacts to jurisdiction shall include, but is not necessarily limited to, on-site or off-site riparian enhancement, payment to OC Parks to fund non-native vegetation removal, or the purchase of off-site mitigation enhancement credits at a ratio of no less than 1:1. The following minimization measures will also be implemented during construction:</p> <ul style="list-style-type: none"> <li>• Use of standard Best Management Practices (BMPs) to minimize the impacts during construction.</li> <li>• Construction-related equipment will be stored in developed areas, outside of drainages.</li> <li>• Source control and treatment control BMPs will be implemented to minimize the potential contaminants that are generated during and after construction. Water quality BMPs will be implemented throughout the project to capture and treat potential contaminants.</li> <li>• To avoid attracting predators during construction, the project shall be kept clean of debris to the extent possible. All food-related trash items shall be enclosed in sealed containers and regularly removed from site.</li> <li>• Employees shall strictly limit their activities, vehicles, equipment and construction material to the proposed project footprint, staging areas, and designated routes of travel.</li> <li>• Exclusion fencing shall be maintained until the completion of construction activities.</li> </ul>	<p>Ongoing during construction</p> <p>Compensatory mitigation to occur in a timely manner per agency requirements</p> <p>Exclusionary fencing shall be placed around the work area prior to commencement of construction activities near jurisdictional resources, and fencing placement would be ongoing as the work area moves through the alignment.</p> <p>This mitigation measure shall be included in construction documents for implementation during construction</p>	<p>MNWD</p>	

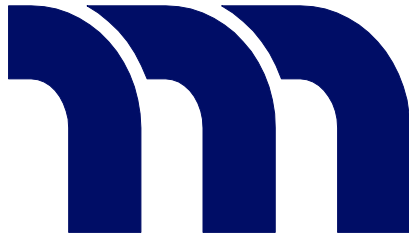
Table 1  
**MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST FOR THE  
 REGIONAL LIFT STATION FORCE MAIN REPLACEMENT PROJECT**

Mitigation Measure	Monitoring/ Mitigation Timing	Responsible for Monitoring	Verification of Compliance	
			Initials	Date
<b>CULTURAL RESOURCES</b>				
<p><b>CUL-1 Worker Environmental Awareness Program.</b> Prior to the commencement of any ground-disturbing activities for the project, a qualified archaeologist and a Native American monitor from a traditionally culturally affiliated (TCA) tribe shall conduct a Worker Environmental Awareness Program (WEAP) to present to MNWD, the grading contractor, and any relevant subcontractors' information regarding the cultural and archaeological sensitivity of the project area, as well as the requirements of the monitoring program. The WEAP can be presented at a pre-grading meeting or separately. If the WEAP is held separately, the qualified archaeologist and TCA Native American monitor shall be present for a pre-grading meeting with the grading contractor to discuss project schedule, safety requirements, and monitoring protocols.</p>	<p>Prior to commencement of ground disturbing activities  This mitigation measure shall be included in construction documents for implementation during construction</p>	MNWD		
<p><b>CUL-2 Cultural Resources Monitoring.</b> Ground disturbing activities during construction shall be monitored by a qualified archaeologist and a TCA Native American monitor. If cultural material is encountered during monitoring, both the archaeologist and the Native American monitor would have the authority to temporarily halt or redirect activity in the area of the find while the cultural material is documented, and a decision is made regarding the significance/eligibility of the find and whether additional excavation, analysis, or other mitigation measures are required. Determinations of significance will be made in consultation among the archaeological Principal Investigator, Native American monitor, and MNWD staff.</p>	<p>Ongoing during construction  This mitigation measure shall be included in construction documents for implementation during construction</p>	MNWD		
<p><b>CUL-3 Cultural Resources Monitoring Report.</b> Following the conclusion of monitoring, a report shall be prepared documenting the methods and results of the monitoring program and submitted to MNWD and the South Central Coast Information Center (SCCIC).</p>	<p>Report shall be prepared after conclusion of monitoring  This mitigation measure shall be included in construction documents for implementation during construction</p>	MNWD		

**Table 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST FOR THE**  
**REGIONAL LIFT STATION FORCE MAIN REPLACEMENT PROJECT**

Mitigation Measure	Monitoring/ Mitigation Timing	Responsible for Monitoring	Verification of Compliance	
			Initials	Date
<p><b>CUL-4 Human Remains.</b> In the event that human remains are discovered, the County Coroner shall be contacted. If the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission (NAHC), shall be contacted in order to determine proper treatment and disposition of the remains. All requirements of Health &amp; Safety Code Section 7050.5 and Public Resources Code Section 5097.98 shall be followed.</p>	<p>Ongoing during construction</p> <p>This mitigation measure shall be included in construction documents for implementation during construction</p>	<p>MNWD</p>		
<p><b>PALEONTOLOGICAL RESOURCES</b></p>				
<p><b>PAL-1 Paleontological Resources Mitigation and Monitoring Plan.</b> A Paleontological Resources Mitigation and Monitoring Plan shall be prepared prior to construction of the proposed project. A qualified paleontologist shall be retained by MNWD to carry out and manage the plan. Fieldwork may be carried out by a qualified paleontological monitor working under the direction of the paleontologist. Components of the Paleontological Resources Mitigation and Monitoring Plan shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• The paleontologist shall attend all pre-grading meetings to inform the grading and excavation contractors of the paleontological resource mitigation program and shall consult with them with respect to its implementation.</li> <li>• The paleontological monitor shall be on site at all times during the original cutting of previously undisturbed sediments to inspect cuts for contained fossils.</li> <li>• If fossils are discovered, the paleontologist or monitor shall recover them. In instances where recovery requires an extended salvage time, the paleontologist or monitor shall be allowed to temporarily divert, or halt grading to allow recovery of fossil remains in a timely manner. Where deemed appropriate by the paleontologist or monitor, a screen-washing operation for small fossil remains shall be set up.</li> </ul> <p>Recovered fossils, along with copies of pertinent field notes, photographs, and maps, shall be deposited (with MNWD's permission) with OC Parks. A final summary report that outlines the results of the mitigation program shall be completed. This report shall include discussion of the methods used, stratigraphy exposed, fossils collected, and significance of recovered fossils.</p>	<p>The plan shall be prepared prior to construction of the project</p> <p>Monitoring ongoing during construction</p> <p>Report shall be prepared after mitigation program is completed</p> <p>This mitigation measure shall be included in construction documents for implementation during construction</p>	<p>MNWD</p>		





# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 8, 2019

**FROM:** Rod Woods, Director of Engineering  
David Larsen, Engineering Manager

**SUBJECT:** Professional Services Agreement for Plant 3A Solids Handling  
Facilities Improvements

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### SUMMARY:

Issue: Board action is required to execute a professional services agreement for the Plant 3A Solids Handling Facilities Improvements, Project No. 2019.302.

Recommendation: It is recommended that the Board of Directors approve the Professional Services Agreement for engineering services with Hazen & Sawyer in the amount of \$2,357,850; authorize the General Manager or Assistant General Manager to execute the agreement; and to approve amendments up to 10% of the contract value.

Fiscal Impact: Project No. 2019.302 is budgeted in Fund 7, Rehabilitation and Replacement with a current project budget of \$20,600,000.

Reviewed by Committee: Yes

Reviewed by Legal: Yes

### BACKGROUND:

The District’s Plant 3A facility, located at 26801 Camino Capistrano in Mission Viejo, was constructed in its current configuration in 1991 and generally included liquid treatment facilities only. The solids handling facilities were added in 1997 and have been operating in the current configuration since that time.

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## Professional Services Agreement for Plant 3A Solids Handling Facilities Improvements

August 8, 2019

Page 2 of 3

Plant 3A produces both primary and secondary sludge as part of the wastewater treatment process and stabilizes them prior to dewatering for disposal. The primary elements of the existing solids handling facilities at Plant 3A are as follows:

- Dissolved Air Flotation
- Anaerobic Digestion
- Dewatering
- Gas Handling Flare
- Hot Water System
- Electrical System

Over time, the solids handling facilities have required frequent repairs and increased maintenance and is no longer functionally redundant and in need of rehabilitation.

This project will rehabilitate and improve the entirety of the solids handling facilities within Plant 3A and re-establish the desired level of service and redundancy of the solids handling processes.

The engineering services associated with this professional services agreement will include engineering evaluations; preliminary design; final design; construction cost estimates; permit acquisition support; bid period assistance, construction engineering, commissioning services, and associated services encompassing the extent of the Plant 3A Solids Handling Facilities Improvements.

### **DISCUSSION:**

On May 7, 2019, staff issued a Request for Proposals for engineering services to six qualified engineering consulting firms. Five proposals were received, and the fee estimates are summarized below:

<b>Consultant / Firm</b>	<b>Proposal Fee Estimates</b>
Hazen & Sawyer	\$2,207,850
Brown & Caldwell	\$2,210,254
Tetra Tech	\$2,395,000
Black & Veatch	\$2,407,242
Carollo	\$4,242,474

Staff performed a comprehensive review of the proposals received to determine the overall best value for the professional services required. The members of the selection committee included staff from engineering, plant operations, and maintenance. Following the initial review of the proposals and discussion by the selection committee, three firms were invited to interview. The proposals and selection were reviewed and discussed with Santa Margarita Water District (SMWD) staff, and a final recommendation was determined.

Based on the consultants' specific project understanding and approach, overall proposal quality, project specific experience, proposed project team, responses to interview questions, and cost, staff recommends that Hazen & Sawyer be awarded the professional services contract.

Additionally, due to the potential changes to the regulations relating to wastewater treatment facilities and other anticipated planning analyses at Plant 3A, staff also recommends adding a \$150,000 task to the preliminary design (Task 1.11). Work relating to this task would only be performed if deemed necessary and authorized in writing by the District.

This project is part of the capital improvement program costs for the Plant 3A facility, of which SMWD's proportionate share is 28-percent.

SUMMARY OF PROJECT BUDGET:

	<b>Project Budget</b>	<b>Proposed / Approved Contract</b>	<b>Proposed / Authorized Contingency</b>	<b>Total Proposed / Authorized Amount</b>
<b>Project Items</b>				
Engineering	\$2,593,635	\$2,357,850	\$235,785	\$2,593,635
Construction	\$15,801,365	\$15,801,365	\$0	\$15,801,365
Construction Management and Inspection	\$2,105,000	\$2,105,000	\$0	\$2,105,000
Legal, Permits, District Labor	\$100,000	\$100,000	\$0	\$100,000
<b>Totals</b>	<b>\$20,600,000</b>	<b>\$20,364,215</b>	<b>\$235,785</b>	<b>\$20,600,000</b>

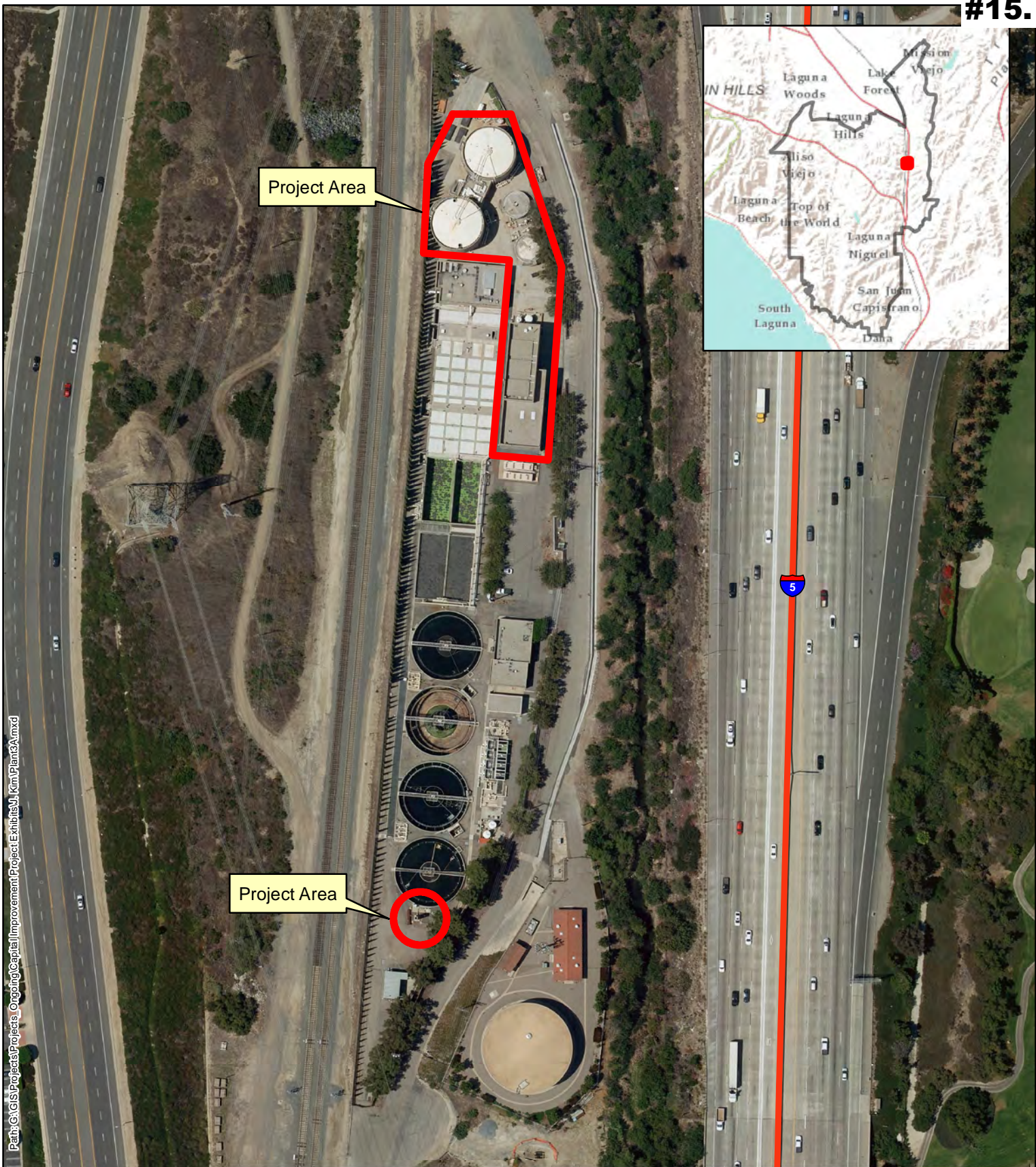
 Currently Proposed Amount

Attachments:

1. Exhibit A - Location Map
2. Professional Services Agreement for Plant 3A Solids Handling Facilities Improvements
3. Vendor Contact List







Path: C:\GIS\Projects\Projects\_Ongoing\Capital Improvement Project Exhibit\Niguel\_Kim\Plans\A.mxd



0 50 100 200 Feet

Scale = 1:1,700

### Exhibit "A" Location Map Plant 3A Solids Handling Facilities Improvements



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
HAZEN AND SAWYER  
MNWD PROJECT: PLANT 3A SOLIDS HANDLING FACILITIES IMPROVEMENTS  
CONTRACT NO. 2019.302**

This Agreement (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2019 (“Effective Date”) by and between the Moulton Niguel Water District (“MNWD”) and Hazen and Sawyer, a corporation with its principal place of business at 7700 Irvine Center Drive, Irvine, CA 92618 (“Consultant”). MNWD and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**SECTION I – PURPOSE**

Consultant shall provide certain professional services required by MNWD on the terms and conditions set forth in this Agreement. Consultant represents that it has the qualifications, experience, licenses, and facilities necessary to properly perform professional engineering services including engineering evaluations; preliminary design; final design; construction cost estimates; permit acquisition support; bid period assistance, construction engineering, commissioning services, and associated services encompassing the extent of the Plant 3A Solids Handling Facilities Improvements in a competent and professional manner.

**SECTION II – TERM**

The term of this Agreement shall be from the Effective Date to **September 30, 2022**, unless earlier terminated as provided herein.

**SECTION III – SCOPE OF SERVICES**

Section 3.1. Scope of Services. The scope of services to be provided by Consultant is set forth on Exhibit “A” attached hereto and by this reference incorporated herein (“Services”). Consultant warrants that it will perform the Services as set forth herein in a competent, professional and satisfactory manner. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

Section 3.2. Schedule of Services. Consultant shall not begin work on any portion of services pursuant to this Agreement until receipt of MNWD’s written direction to proceed. Upon receipt of such notice, Consultant shall immediately commence the authorized portion of the work as described in Exhibit “A”. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines, including any schedule of services set forth in Exhibit “A.”

Section 3.3. Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at his/her/its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

**SECTION IV – COMPENSATION**

Section 4.1. Payment for Services Rendered. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “B” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Million Three Hundred Fifty-Seven Thousand Eight Hundred Fifty Dollars (\$2,357,850)** without written approval by MNWD. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Section 4.2. Invoices. Consultant shall submit to MNWD a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. MNWD shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

- A. Payment shall not constitute acceptance of any work completed by Consultant.
- B. The making of final payment shall not constitute a waiver of any claims by MNWD for any reason whatsoever.

Section 4.3. Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by MNWD.

Section 4.4. Extra Work. At any time during the term of this Agreement, MNWD may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by MNWD to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by MNWD.

**SECTION V – REPRESENTATIVES OF THE PARTIES**

Section 5.1. MNWD’s Representative. MNWD hereby designates its Director of Engineering, or his or her designee, to act as its representative for the performance of this Agreement (“MNWD’s Representative”). Consultant shall not accept direction or orders from any person other than MNWD’s Representative or his or her designee.

Section 5.2. Consultant’s Representative. Consultant hereby designates Dave Jones, or his designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

**SECTION VI – RESPONSIBILITIES OF CONSULTANT**

Section 6.1. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means,

methods and details of performing the Services subject to the requirements of this Agreement. MNWD retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of MNWD and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Section 6.2. Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from MNWD, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

Section 6.3. Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of MNWD.

Section 6.4. Substitution of Key Personnel. Consultant has represented to MNWD that certain key personnel will perform and coordinate the Services under this Agreement. The key personnel for performance of this Agreement are as follows: Dave Jones, Derya Dursun, Ian Mackenzie, and Chris Thunhorst. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of MNWD. In the event that MNWD and Consultant cannot agree as to the substitution of key personnel, MNWD shall be entitled to terminate this Agreement for cause. Furthermore, any personnel who fail or refuse to perform the Services in a manner acceptable to MNWD, or who are determined by MNWD to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from performing Services by the Consultant at the request of MNWD.

Section 6.5. Coordination of Services. Consultant agrees to work closely with MNWD staff in the performance of Services and shall be available to MNWD's staff, consultants and other staff at all reasonable times.

Section 6.6. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs

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arising therefrom. Consultant shall defend, indemnify and hold MNWD, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

## **SECTION VII – LABOR CODE PROVISIONS**

Section 7.1. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. 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, Consultant agrees to fully comply with such Prevailing Wage Laws. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. Consultant 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 Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold MNWD, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Section 7.2. Registration and Labor Compliance. If the services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant 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 Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

Section 7.3. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

## **SECTION VIII – INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall immediately indemnify, defend, and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related

costs and expenses. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against MNWD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse MNWD for the cost of any settlement paid by MNWD or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for MNWD's attorneys' fees and costs, including expert witness fees. Consultant shall reimburse MNWD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by MNWD, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant'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 Consultant.

### **SECTION IX – INSURANCE**

Section 9.1. Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to MNWD that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to MNWD that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for MNWD to terminate this Agreement for cause.

Section 9.2. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$1,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects MNWD, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by MNWD, its directors, officials, officers, employees, agents, and volunteers shall be

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excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

B. Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects MNWD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

C. Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against MNWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

E. Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of MNWD (if agreed to in a written contract or agreement) before MNWD's own primary or self-Insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to MNWD, its directors, officials, officers, employees, agents, and volunteers.



Section 9.3. All Coverages. The Consultant is required by this Agreement to state that: (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to MNWD; If any of the required coverages expire or cancel during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to MNWD at least ten (10) days prior to the cancellation or expiration date; and (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.4. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.5. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by MNWD. Consultant shall guarantee that, at the option of MNWD, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MNWD, its directors, officials, officers, employees, agents, and volunteers; and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

Section 9.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII or equivalent, or as otherwise approved by MNWD.

Section 9.7. Verification of Coverage. Consultant shall furnish MNWD with certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to MNWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by MNWD if requested. All certificates and endorsements must be received and approved by MNWD before work commences. MNWD reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

Section 9.8. Reporting of Claims. Consultant shall report to MNWD, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

## **SECTION X – TERMINATION**

Section 10.1. Grounds for Termination. MNWD may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to MNWD, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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Section 10.2. Effect of Termination. If this Agreement is terminated as provided herein, MNWD may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

Section 10.3. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, MNWD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

## **SECTION XI – OWNERSHIP OF MATERIALS AND CONFIDENTIALITY**

Section 11.1. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for MNWD to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of MNWD, and shall not be used in whole or in substantial part by Consultant on other projects without MNWD’s express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to MNWD reproducible copies of all Documents & Data, in a form and amount required by MNWD. MNWD reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by MNWD at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to MNWD upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to MNWD any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to MNWD upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify MNWD and provide MNWD with the opportunity to obtain the documents.

Section 11.2. Subconsultants. Consultant shall require all subconsultants to agree in writing that MNWD is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by MNWD.

Section 11.3. Right to Use. MNWD shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at MNWD’s sole risk. If MNWD uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant’s seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the

negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to MNWD upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

Section 11.4. Intellectual Property Indemnification. Consultant shall defend, indemnify and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by MNWD of the Documents & Data, including any method, process, product, or concept specified or depicted.

Section 11.5. Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of MNWD, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use MNWD's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of MNWD.

## **SECTION XII – ACCOUNTING, INSPECTION AND AUDIT**

Section 12.1. Records. Consultant shall keep and shall preserve for four (4) years after final completion of the services, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to MNWD under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four (4) year period, Consultant shall give MNWD and its agents, during normal business hours, access to such Books and Records. MNWD and its agents shall have the right to make copies of any of the said Books and Records.

Section 12.2. Custody. Where MNWD has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Consultant's business, MNWD may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to MNWD and its Representatives.

**SECTION XIII – GENERAL PROVISIONS**

Section 13.1. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**MNWD:**

Moulton Niguel Water District  
P.O. Box 30203  
Laguna Niguel, CA 92607  
Attn: Director of Engineering

**CONSULTANT:**

Hazen and Sawyer  
7700 Irvine Center Drive  
Irvine, CA 92618  
Attn: Dave Jones

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Section 13.2. Subcontracting/Subconsulting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of MNWD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Section 13.3. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of MNWD's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Section 13.4. Time of Essence. Time is of the essence for each and every provision of this Agreement.

Section 13.5. MNWD's Right to Employ Other Consultants. MNWD reserves right to employ other consultants in connection with this Project.

Section 13.6. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

Section 13.7. Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of MNWD. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

Section 13.8. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants

of Consultant, except as otherwise specified in this Agreement. All references to MNWD include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

Section 13.9. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Section 13.10. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

Section 13.11. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Section 13.12. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 13.13. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with MNWD's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, MNWD shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of MNWD, during the term of his or her service with MNWD, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 13.14. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 13.15. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

Section 13.16. Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against MNWD. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against MNWD.

# #15.

Section 13.17. Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

Section 13.18. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

Section 13.19. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Section 13.20. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a written amendment signed by both parties.

**MOULTON NIGUEL WATER DISTRICT:**

**HAZEN AND SAWYER:**

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

By: \_\_\_\_\_  
(Authorized Representative of  
Consultant)

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

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## Exhibit A

### Scope of Services

*We understand MNWD’s solids handling improvement project is part of a broader vision to increase reliability, provide redundancy and future flexibility, reduce operating and energy costs and improve ease of operation of Plant 3A. Building on Hazen’s direct practical experience on similar projects, we have developed a **holistic approach** to provide best value solutions to achieve your vision.*

## Understanding and Approach

MNWD took over operation of Plant 3A in early 2019. Plant 3A was originally constructed in 1991 to treat wastewater to secondary effluent standards and the solids handling facilities were added in 1997 and have been operating in the current configuration since that time. Some system and processes components have reached the end of their useful life based on age, condition, insufficient capacity or risk of not meeting current or future regulatory requirements and some of the supporting infrastructure needs rehabilitation. MNWD has developed a 5-year plan for upgrading Plant 3A to improve the condition of the existing facilities and to provide redundancy, reliability, ease of operation and ensure adherence to regulatory requirements. The solids handling processes have been identified as the biggest risk to the reliable operation and performance of Plant 3A and thus the first to be upgraded.

A report prepared by GHD indicated that the major components of this project are replacement of the Dissolved Air Flotation Tanks (DAFT) with a new mechanical thickening system, rehabilitation of both digesters to provide full digester redundancy and replacement of the dewatering system with centrifuges or other technology, with all system components able to handle build out (6 MGD) flows and loads.

Plant 3A is a very confined space bordered by railroad tracks and a dry creek bed. This creates a number of challenges such as no room for an equalization basin, a lack of redundant systems, no room for trucks to access the dewatering facility and turnaround, requiring solids to be loaded into bins that can be transported to an area that a truck can access and little space for construction activities. The Hazen Team has considered each of these challenges and will present cost-effective, successful solutions developed by Hazen for projects with similar challenges.

While this project is focused on the solids handling systems, Hazen will take an **holistic approach** that looks forward to future changes in regulatory requirements and technology and works backwards with trigger based solutions to consider impacts and integration to other processes in the plant to ensure the best long term, reliable and cost-effective solution is delivered to MNWD.



Figure 1. 3-D Aerial View of Plant 3A

The following section presents Hazen’s approach on specific tasks, identifies your project’s challenges and our proposed methodology to address them.

## Phase 1 – Evaluations and Preliminary Design

*We’ve crafted this technical approach to overcome the unique challenges and capitalize on opportunities, maximize input from staff and provide a transparent decision making process to designing effective solutions for Moulton Niguel Water District.*

The following discussion of scope tasks presents our understanding of specific project issues and challenges and our proposed methodology to address them. **To focus our proposal on the most important aspects of your project, we only discuss tasks that present information in addition to what’s already in your RFP.** Hazen has reviewed and will comply with the scope of work in the District’s RFP. Specific deliverables, including workshops and meetings, are presented in the Schedule and Budget sections of this proposal.

### Task 1.2 – Process Modeling and Capacity Analysis

GHD was tasked in late 2018 to develop a high-level BioWin model to evaluate the capacity of the facility and to assist with future planning for Plant 3A. From our discussions with MNWD, this model primarily focuses on the liquid stream. Our approach for this project will leverage this work while providing a whole plant model that includes both liquid and solid streams to holistically assess the current and future conditions, predict solids production, provide process and mass balances, MOPO guidance and to optimize the design accordingly to assure the redundancy and reliability of the proposed processes. The model will be a valuable tool to verify that future improvements will allow the plant to reliably treat 6 mgd of flow.

Hazen has successfully developed over 200 whole plant models for alternatives evaluations, process optimization and design and just as importantly training plant staff to use the model. Whole plant process model calibration starts with a detailed review of historical plant data, site visits and operator interviews to understand key issues specific to your plant. The historical data is then used for initial process simulations to check fundamental mass balances and yields, identifying potential issues with historical data and data gaps. Hazen would then recommend that supplemental sampling be conducted to determine influent wastewater characterization and plant performance. This special sampling data and reconciled historical data are used to fully calibrate and verify the whole plant process model, which can then be used with confidence for evaluations and design. This holistic approach to modeling is summarized in Figure 2.

#### Benefits of a Properly Calibrated Model

This approach provides Hazen a thorough understanding of all unique aspects of the facility and ensures the process model is calibrated properly and provides multiple benefits such as:

- Estimating solids process capacity and digester gas generation
- Evaluating performance and energy efficiency of proposed solids handling facilities
- Supporting the decisions made for maintenance of plant operations (MOPO)

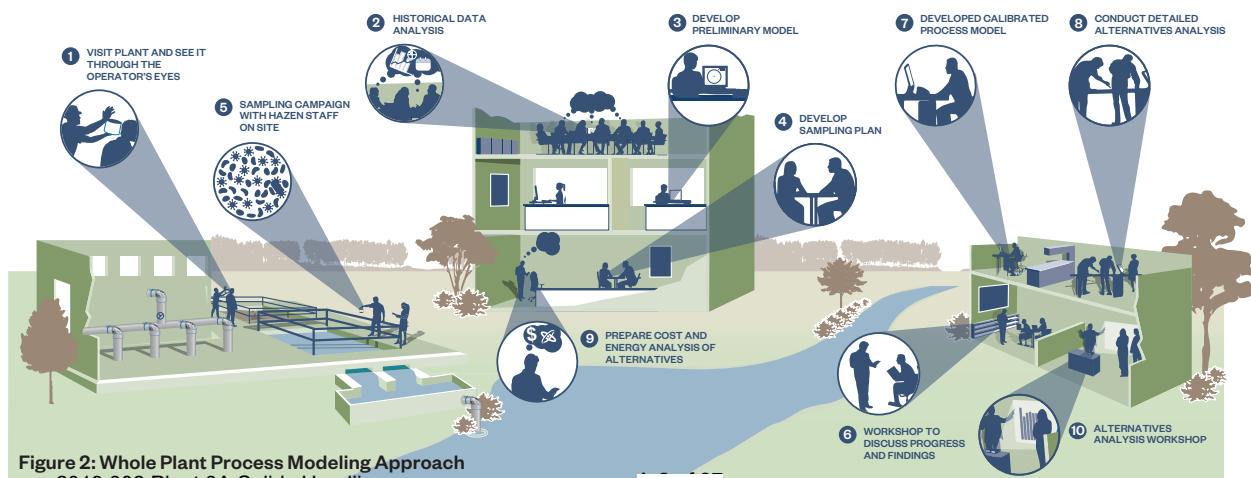


Figure 2: Whole Plant Process Modeling Approach  
2019.302 Plant 3A Solids Handling  
Hazen and Sawyer - Exhibit A



### Process Model Assessments

Based on our knowledge of this project the following scenarios should be evaluated with the process model as part of this project:

1. Evaluation of current and future conditions and high peaking factors
2. Impact of co-thickening
3. Optimization of digester operation
4. Assessment of biogas generation under various operating conditions
5. Analysis of cake production for new biosolids storage and loadout facility

We use a statistical, risk based approach to select appropriate combinations of design parameters, combined with a whole plant dynamic model, to better represent reality and determine true capacity and expected performance.

To enhance our team's knowledge of Plant 3A and be proactive in our approach, our team has developed an initial steady-state BioWin model and facility mass balance for Plant 3A (Figure 3). The model can be used as a training tool for the operations staff and for evaluating "what if" scenarios. The process model developed for this project can also be leveraged for the future planned secondary treatment improvements to assist in design, optimization and startup.

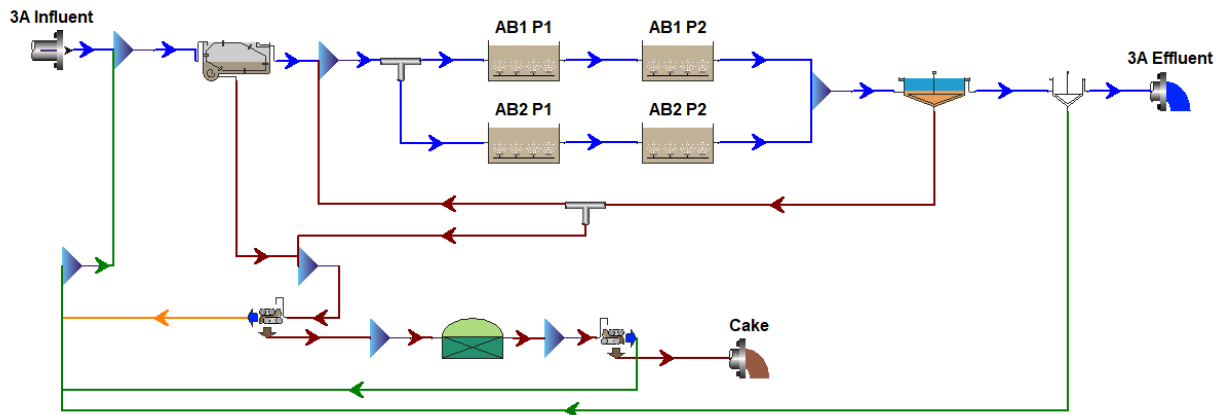


Figure 3: Preliminary Model developed for MNWD

### Task 1.3 – Technology Evaluations

Hazen takes pride in delivering the most energy efficient and environmentally friendly solutions and designs to our clients since 1951. The Hazen team will perform a detailed technology review and cost/benefit analysis of solids thickening, digestion and dewatering. The delivering paradigm of sustainability has shown us that the whole is truly greater than the sum of its parts. Using a holistic approach, we will evaluate the ability of each technology to integrate into the existing processes and the impact each technology has on upstream and downstream plant operations. **Looking forward to future requirements and working backwards process-by-process.**

Hazen will work with MNWD Staff to develop criteria and weighting for each criterion based on importance to MNWD staff for screening the technologies that will include but not be limited to:

- Capital cost
- Life cycle cost (O&M, power, chemicals, etc.)
- Footprint/layout
- Process & equipment reliability
- Ease of operation/automation
- Maintenance requirements
- Additional staff requirements
- Redundancy
- Constructability/sequencing

# #15.

## Thickening

The existing two DAFT units are to be replaced by mechanical thickening. Several mechanical thickening technologies are available for thickening the waste activated sludge (WAS) alone or combined WAS and primary sludge (PS). Various thickening technologies will be considered for Plant 3A. Specific criteria will be proposed and finalized with MNWD staff at the start of this project. The Hazen team will work with Plant 3A staff to assign weights for each criteria (Figure 4) and use scoring from 1-5 (five being the highest score) for each category to screen the technologies for the top 2 or 3 for detailed life cycle cost analysis for further consideration.

The mechanical thickening units are expected to provide 6% total solids (TS) thickened sludge. Hazen has experience designing all of the mechanical thickening devices listed and has replaced DAFT units with mechanical thickening in several facilities. For example, Hazen team members are currently working at Peppers Ferry WWTP (similar size as Plant 3A) in Virginia to replace their existing DAFT with Rotary Drum Thickeners (under construction). At the Tallahassee T. P. Smith WWTP, Hazen staff worked with plant's staff to replace DAFT with Gravity Belt Thickeners.

Site visits will be conducted for the short listed thickening technologies at two wastewater treatment facilities within southern California. Facilities that could be considered include Goleta Sanitary District Water Resource Center for screw press thickeners and Santa Margarita Water District Chiquita WRF for rotary disc thickeners. Based on feedback from Plant 3A staff, site visits, and our experience, each thickening alternative will be evaluated based on developed criteria and life cycle cost analysis (LCCA) to select the most appropriate technology for design.

### Benefits of Co-thickening WAS and Primary Sludge - Looking Forward and Working Backwards

The Hazen team will confirm the future flows and loads for sizing the mechanical thickening equipment with the calibrated BioWin model developed in Task 1.2. The mechanical thickening design will be based on meeting build out (6 MGD) Max Month flows and loads with one unit redundant. Two scenarios should be evaluated for thickening:

1. WAS alone thickening then combining with PS prior to anaerobic digestion (Figure 5)
2. Co-thickening WAS and PS prior to anaerobic digestion (Figure 6)

Hazen used the data provided in Table 3 of the Draft GHD Report titled "Plant 3A Capital Improvement Project" published December 21, 2018 to conduct a preliminary mass balance at Maximum Month future flows and loads conditions for the two thickening scenarios. Results are presented in Figures 5 and 6.

Hazen has successfully implemented co-thickening at Gwinnett County and other facilities. With co-thickening WAS and PS, a holding tank and slightly larger thickening units are needed. However, the following are the major benefits of co-thickening PS and WAS:

- **Digester redundancy.** With WAS only thickening, Plant 3A requires both digesters to be in service to meet the minimum hydraulic retention time (HRT) of 15 days to achieve Class B biosolids. No digester redundancy is available for this option. If a digester is taken out of service the HRT drops to around 7 days, which will result in digestion process failure. With co-thickening, and achieving 6% TS thickened combined sludge, Plant 3A will meet future flows and loads with one digester meeting HRT of 15 days, leaving one redundant digester.

The following technologies will be analyzed and scored for

- ✓ Ease of Operation
- ✓ Efficiency & Reliability
- ✓ Annual O&M Costs
- ✓ Footprint
- ✓ Constructibility/Sequencing
- ✓ Redundancy

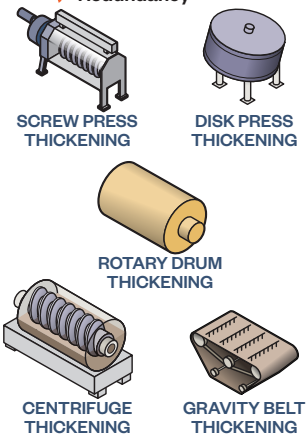


Figure 4. Screening Criteria for Thickening Technologies

### Future Max Month Flows and Loads Thickening WAS ONLY

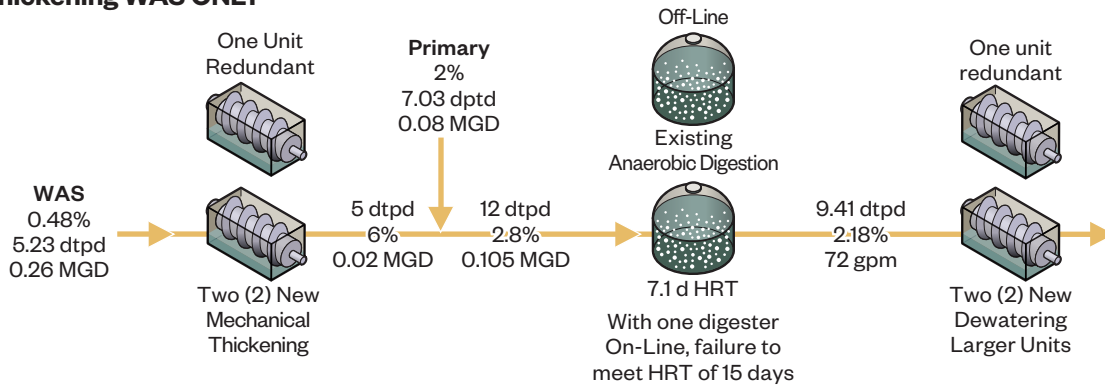


Figure 5: Preliminary Mass Balance for WAS Thickening

### Future Max Month Flows and Loads Co-thickening

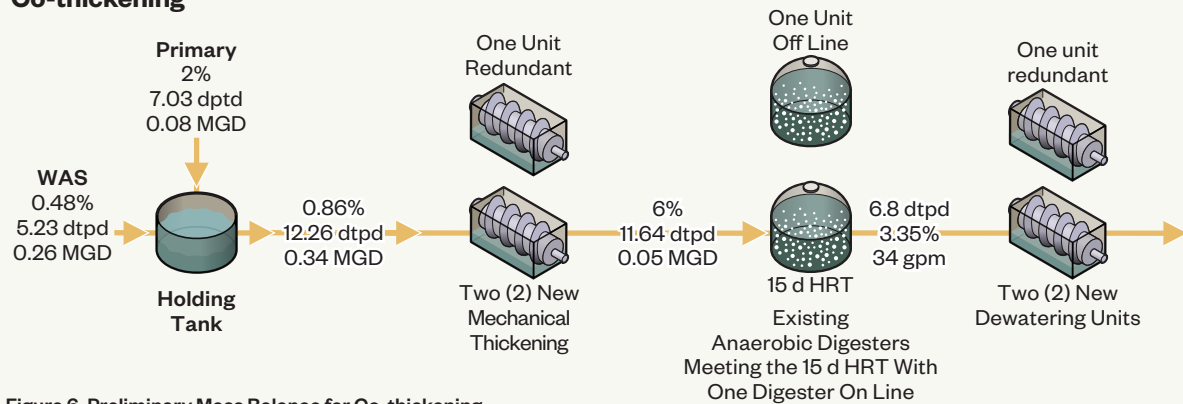


Figure 6: Preliminary Mass Balance for Co-thickening

- **Improved Performance Reliability.** Higher combined concentration of WAS and PS to co-thickening make it feasible to obtain and maintain the desired thickened sludge of 6% TS for the digestion process.
- **Reduced heat digestion requirement resulting in smaller heat exchanger and boiler.** Feeding the digestion process with thicker sludge at ~6% TS when practicing co-thickening significantly reduces the energy required to heat the sludge as compared to feeding the digestion with ~2.8% TS.
- **Smaller dewatering units.** With co-thickening, the digested biosolids flow is less than half of the WAS only thickening, with 90% of the solids loading rate. Dewatering units could be smaller.

There will be some ramifications of applying co-thickening in Plant 3A that should be noted.

- Co-thickening would require the addition of a holding/blending tank into the process which might require odor control.
- Additional pumping requirements that would need higher O&M and energy costs.
- Due to thickening both PS and WAS, the polymer requirement might be higher than the WAS thickening only option.

# #15.

## Co-Thickening Facility Location

Due to the solids processing site at Plant 3A being land-locked, the co-thickening footprint facility and ability to incorporate with existing and new facilities should be considered as the most important factor for implementation. The following are proposed locations for the co-thickening facility that will be evaluated with MNWD Staff:

- Separate new facility, either enclosed or canopy, at the location of the existing DAFTs once demolished.
- Combined with the new dewatering devices:
  - At the existing dewatering building. This option will free the space of the existing DAFTs once demolished. The Hazen team developed a 3D model (Figure 7) for the existing dewatering building showing that **the building can fit two new screw press units with one unit redundant at max month future conditions.**

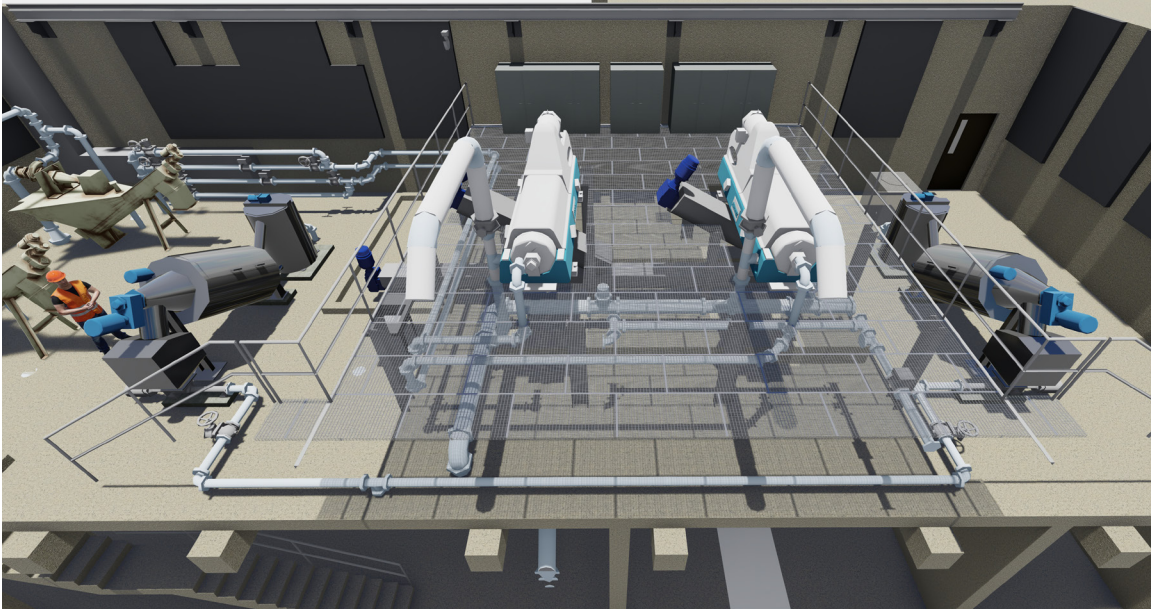


Figure 7. 3-D Model of Installing the New Thickening Technology at the Existing Dewatering Building.

- New building at the location of the existing DAFTs once demolished. This option will free the dewatering building space that could be demolished.

Detailed evaluation of siting and constructing the thickening and dewatering facilities is provided under Task 1.4 – Implementation/Construction Sequencing Plan. The Hazen team will work with MNWD staff to arrive at the best location for the sludge holding tank for co-thickening.

## Digestion

Hazen’s approach will focus on evaluating and designing all aspects of Plant 3A digesters assuring reliable operation and ease of maintenance for 20 years or more.

Hazen has extensive experience in evaluating and providing design and assistance during construction for rehabbing anaerobic digesters at more than 20 facilities; some are at similar size to Plant 3A. The rehabilitation design experience included all aspects of digestion such as structural integrity, covers, mixing systems, heat exchangers, and boilers. Our team partner, V&A, has a long history of inspecting the condition of concrete structures using the latest technology and methodologies. V&A will conduct a detailed condition assessment of the digester structure.

### Concrete Condition Assessment Methods

- Visual Assessment
- Concrete Sounding
- Concrete Penetration Testing
- Concrete Surface pH Testing
- Surface Penetrating Radar
- Dry Film Thickness
- Ultrasonic Thickness Testing

Rehabbing the two existing digesters may be done independently and allow each digester to operate as a primary digester; however, co-thickening would allow each digester tank to also operate as a secondary tank. The secondary tank would provide additional holding time of digested biosolids without the need for heating costs. This will provide more consistent feed and flow across the primary digester, provide a backup digester tank for maintenance, and serve as a holding tank for dewatering operations. This mode of operation also ensures that both digestion tanks can be operated as a primary digester and provides redundancy. Should one tank be down for maintenance, the other tank is ready for meet the needs of the plant.

### Digester Covers




The existing digester covers are fixed metal lids and there are concerns with their condition due to age and potential corrosion. Evaluation of the digester structural conditions will also include review of the lid conditions. Digester No. 2 may be in satisfactory condition as it was never placed into service. The basis of design will consider replacement in kind with fixed metal lids for both digesters. A potential consideration may be to replace both lids with concrete covers which may be lower cost than metal due to the associated painting for corrosion resistance. Concrete may be internally lined as a corrosion barrier if structural concrete inspection reveals signs of concrete deterioration.

### Digester Mixing

The digesters at Plant 3A are mixed using a lance gas tube and digester gas compressors. The compressed gas piping pressures are indicating insufficient gas distribution to the lance gas tube for mixing, likely due to piping corrosion and leakage. Alternatives for digester mixing will replace the internal gas mixing system. Mixing alternatives will be reviewed for application at Plant 3A with comparison of at least linear motion and hydraulic mixing. An example of the comparison for these potential systems is shown in Table 1.

Site visits for mixing technologies will be conducted at two local wastewater treatment facilities which may include San Bernardino WRP for the hydraulic nozzle mixing system and Riverside WRF for the linear motion mixing system. Based on feedback from MNWD staff after the site visits and our experience, each mixing alternative will be evaluated based on developed criteria and LCCA to select the most appropriate technology for design.

**Table 1: Comparison of Considered Digestion Mixing Technologies**

		Advantages	Disadvantages
Linear Motion Mixer	 <p>Image courtesy of OVIVO</p>	<ul style="list-style-type: none"> <li>+ Low energy use</li> <li>+ Motor outside digester</li> <li>+ Low foaming potential</li> </ul>	<ul style="list-style-type: none"> <li>- First municipal application in 2003</li> <li>- No ability to vary mixing intensity</li> <li>- Crane required for pulling unit from cover</li> </ul>
Hydraulic Nozzle Mixing	 <p>Image courtesy of Vaughan</p>	<ul style="list-style-type: none"> <li>+ No moving parts in digester tanks</li> <li>+ Chops rags and debris within digesters</li> <li>+ Longest installation history</li> <li>+ Foam control available</li> </ul>	<ul style="list-style-type: none"> <li>- High energy use</li> <li>- Space required for pumps outside digesters</li> <li>- Nozzle blockage requires entering digester</li> </ul>
Cyclix™ Nozzle Mixing	 <p>Image courtesy of Evoqua</p>	<ul style="list-style-type: none"> <li>+ Automated temperature-based control of hydraulic nozzle mixing</li> <li>+ Up to 90% energy savings over traditional hydraulic nozzle mixing</li> <li>+ Ability to vary mixing intensity</li> </ul>	<ul style="list-style-type: none"> <li>- First municipal application in 2015</li> <li>- Limited installations</li> <li>- Potential intermittent mixing risk with gas hold-up and rapid volume expansion (rapid foaming)</li> </ul>

# #15.

## Digester Heat Exchangers

A critical element of digestion performance and producing Class B biosolids is the ability to reliably maintain mesophilic conditions.

The existing external tube-in-tube heat exchanger has reached the end of its useful life and MNWD desires replacement with something more modern, efficient and easier to maintain. Evaluation of digester heating alternatives will include more common heat exchangers such as the block tube-in-tube and spiral heat exchanger.

The spiral heat exchangers provide the benefit of a much smaller footprint which increases the potential of being able to move the units inside an existing area, but the cleaning of the sludge side of the spiral slots is much tighter as compared to the sludge tubes. From efficiency standpoint, the heat exchangers size is expected to be much smaller than the existing heat exchangers, if co-thickening is practiced due to feeding thicker sludge at 6% TS.

The evaluation of digester heat exchangers will include the potential to move the heat exchangers inside as well as replacement of the digester sludge recirculation pumps to meet the new heat exchanger conditions.

## Digester Boilers

The existing Hurst, dual-fuel boiler appears to have sufficient capacity at 3.36 MMBTU input and approximately 2.8 MMBTU output (assuming 85% efficiency on digester gas) to meet the digester heating demands. However, due to age and poor condition, the boiler needs to be replaced. Our evaluation will include review of the digester historical and future heat demands to determine the appropriate boiler sizing. If co-thickening is practiced, a smaller boiler will be needed due to the lower heat demand with thicker sludge going to digestion. The boiler and digester gas burner system will be evaluated to meet SCAQMD permitting emissions requirements including a daily volume restriction, low NOx burner and flue gas recirculation.

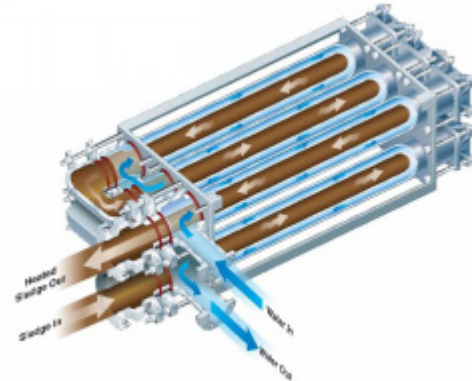


Figure 8: Tube-In-Tube Heat Exchanger  
Image courtesy of Walker

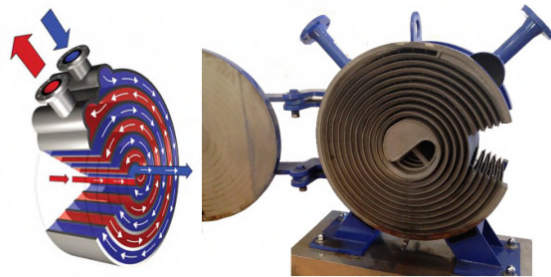


Figure 9: Spiral Heat Exchanger  
Image courtesy of Alfa Laval

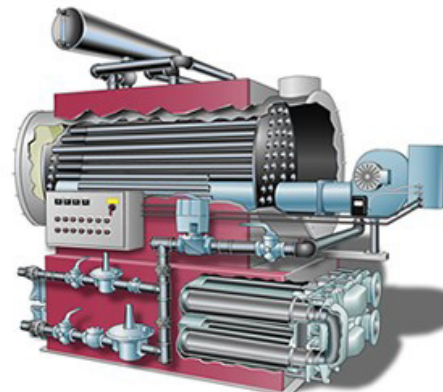


Figure 10: Combination Boiler and Burner Unit  
Image courtesy of Walker Process

Other alternatives for the boiler system pending interest by MNWD may include combination boiler and heat exchanger units (tube-in-tube style heat exchangers with scotch marine fire tube boiler mounted on top), cast iron sectional boilers (very easy to maintain, but potential corrosion concerns for sulfides attacking cast iron), and steam boilers (experience shows steam units are very efficient, but require specialized O&M, may allow for combined direct mixing and heating in one compact unit).

**Dewatering**

Centrifuges have shown to be an effective technology for Plant 3A for over 20 years. However, the existing centrifuges were constructed in 1996 and are reaching the end of their useful life. They were also manufactured by a company that is no longer in business, hence maintaining the units and receiving technical support for the centrifuges have been problematic. Plant 3A has an existing dewatering building housing two centrifuges on the second floor with a screw conveyor system and a cake storage area on the ground floor.

The Hazen team will evaluate several options for installing new dewatering devices to allow easy operation for the cake loadout from the dewatering building as discussed in section 1.3.3.2. One option is the replacement of the old centrifuges with new ones in the same existing building. This would also include replacement of all mechanical, electrical and instrumentation equipment and appurtenances as required.

**Dewatering Evaluation**

Hazen has evaluated and designed dewatering facilities including screw press, centrifuges, belt filter press, and rotary press for many water reclamation plants of different sizes throughout the country. Recently for Loudon Water Broad Run WRF, Hazen added another centrifuge in expansion of the facility to 16.5 mgd. The Hazen team will evaluate different dewatering technologies to ensure that centrifuge dewatering is the best alternative for Plant 3A prior to proceeding with design and unit size selection since centrifuge dewatering is more commonly practiced at large facilities. At smaller facilities such as Plant 3A rotary press, screw press or belt filter press are more common.

In our design, priority will be given to provide reliability and redundancy at Plant 3A in the smallest footprint. Ease of operation, staff access and amount of staff engagement required will also be a key consideration. Centrifuges or other technology will be sized to handle current and anticipated future flow and load conditions. Hazen’s preliminary evaluations (Table 2) indicated that co-thickening primary sludge with WAS would reduce the dewatering throughput almost 50%, thus reducing the size of dewatering if not controlled by solids loading.

**Table 2: Predicted flow and load conditions to dewatering centrifuges**

Anticipated Values*		Current		Future	
		Average Annual	Maximum Month	Average Annual	Maximum Month
<b>Flow**</b>	gpm	29	53	79	143
<b>Solids loading**</b>	lbs/h	454	922	1223	2478
<b>Solids Concentration</b>	%	3.1	3.5	3.1	3.5

\*based on preliminary evaluations with co-thickening      \*\* assumes 40 hours/week operation

Assuming centrifuge technology will be selected, the new centrifuges may be replaced in the existing location on the second floor of the Dewatering Building. Currently, the existing centrifuges operate for approximately 8 hours a day, 5 days a week, Monday to Friday. Hazen will discuss with MNWD staff operating the dewatering facility for longer daily and weekly periods to reduce the size and number of the required dewatering devices. Table 3 provides an example of various operating schedules under the average annual (AA) flow condition and maximum month (MM) flow condition to achieve dewatering requirements under current and future conditions with only two centrifuges.

# #15.

**Table 3: Sample Dewatering Operating Schedule\***

Flow Conditions	Current		Future	
No. of Centrifuges on Duty + Standby	1 + 1		1 + 1	
Condition	Average Annual	Maximum Month	Average Annual	Maximum Month
Operating Days per Week	5	5	6	6
Operating Hours per Day	8	8	12	14
Total Operating Hours per Week	40	40	72	84

\* Based on a 20" Bowl Westfalia Decanter with maximum hydraulic loading rate of 110 gpm and solids loading rate of 1,100 lbs/h (at 2% solids)

## Feasibility Study for Biosolids Cake Storage and Loading

Plant 3A has limited space for cake storage bins, with half-height rolloff containers being used to accommodate the low head below screw conveyance. Hazen has performed solids loadout improvements for several facilities. At the Dry Creek WWTP, with a scenario similar to Plant 3A, Hazen evaluated solids improvements, designed new dewatering centrifuges to replace aging equipment (similar issues with lack of replacement parts) and provided a new 4-bay rolloff container loadout for easier truck access.

Hazen will evaluate with MNWD staff several loadout alternatives to reduce cake container handling. These alternatives will be integrated into our design of solids handling improvements. One preliminary concept for consideration includes:

- Modifying existing dewatering area to house thickening and dewatering in the same location, install conveyor bridge from existing dewatering north to new truck load-out facility; this alternative is shown in 3D view in Figure 11.



Figure 11. 3-D Modeling with constructing a new conveyor bridge and truck loadout facility for easy access and larger bins.



**Digester Gas Handling**

The existing digester gas handling facilities include a digester gas collection system and a flare located at the south end of the Plant 3A. Digester gas collected from Plant 3A is currently directed either to the boiler or flare for combustion. Plant 3A is located in South Coast Air Quality Management District and the existing flare is operated under Permit No G524f. Based on the permit, the flare has a capacity to operate up to 230,400 scfd (160 scfm). The existing flare and components are over 20 years old, reaching the end of it useful life and needs to be replaced.

The condition assessment of the digester gas flare system conducted in 2013 recommends a mid-term strategy focused on phasing in new Best Available Control Technology (BACT) and Lowest Achievable Emissions Rate (LAER) standard flares and all necessary auxiliary equipment by year 2021.

Recently, on January 4, 2019, SCAQMD adopted Rule 1118.1 which aims to reduce NOx and VOC emissions from flaring digester gas and to encourage alternatives to flaring. This rule applies to owners and operators of flares that require a SCAQMD permit at non-refinery facilities, including, wastewater treatment facilities, and MNWD. The applicable NOx, VOC, and carbon monoxide (CO) emission limits are specified in Table 1 – Emission Limits in Rule 1118.1 and summarized in Table 4.

Hazen’s approach to the Flare Replacement design assure compliance of Plant 3A with current and upcoming regulatory requirements. Hazen is currently working on flare replacement projects in SCAQMD and is familiar with the most recent regulatory changes in the Rule 1118.1.

As shown in Figure 12, our methodology will include six steps, some of which will be handled concurrently to accelerate analyses. The digester gas system improvements will replace all mechanical, electrical and instrumentation equipment and appurtenances. Hazen has identified specific challenges for the flare replacement and has developed approaches to successfully address these challenges (Table 5).

**Table 4. Rule 1118.1 Emission Limits**

Flare	NOx	CO	VOC
Pounds/MMBTU			
Major Facility	0.025	0.06	0.038
Minor Facility	0.06	N/A	N/A

**Table 5: Proposed Solutions to Challenges in Flare Replacement**

Issues Identified	Hazen’s Solution
Uncertainties in Digester gas flow	<ul style="list-style-type: none"> <li>Vigilant evaluation of future conditions, high peaking factors, and upcoming projects by using whole plant process model.</li> <li>Selection of a system with high turn-down capability to handle both current and projected future flows.</li> <li>Review boiler demands for digester gas.</li> </ul>
Maintenance of Plant Operations (MOPO) effort	<ul style="list-style-type: none"> <li>Parallel new flare construction to minimize the impact on existing operations.</li> <li>Collaborate with plant operators and staff (workshop) to determine the appropriate down times.</li> </ul>
Location	<ul style="list-style-type: none"> <li>Evaluate alternative location(s) in the proximity of existing digesters</li> <li>Assessment of height restrictions</li> </ul>
Requirement of new gas treatment units	<ul style="list-style-type: none"> <li>Analyze DG characterization</li> <li>Consider the characteristics of DG in equipment selection</li> <li>If necessary, select technologies with minimal footprint</li> </ul>
Time sensitivity	<ul style="list-style-type: none"> <li>Consider alternative delivery and alternative equipment procurement approaches to accelerate the schedule and prepare MNWD for the procurement phase as soon as possible</li> </ul>
Uncertainties in the Regulations	<ul style="list-style-type: none"> <li>Provide flexible design to address regulatory uncertainties.</li> <li>Evaluate possible grant funding opportunities</li> </ul>

Besides flare replacement, the digester gas system improvements will replace all mechanical, electrical and instrumentation equipment and appurtenances.

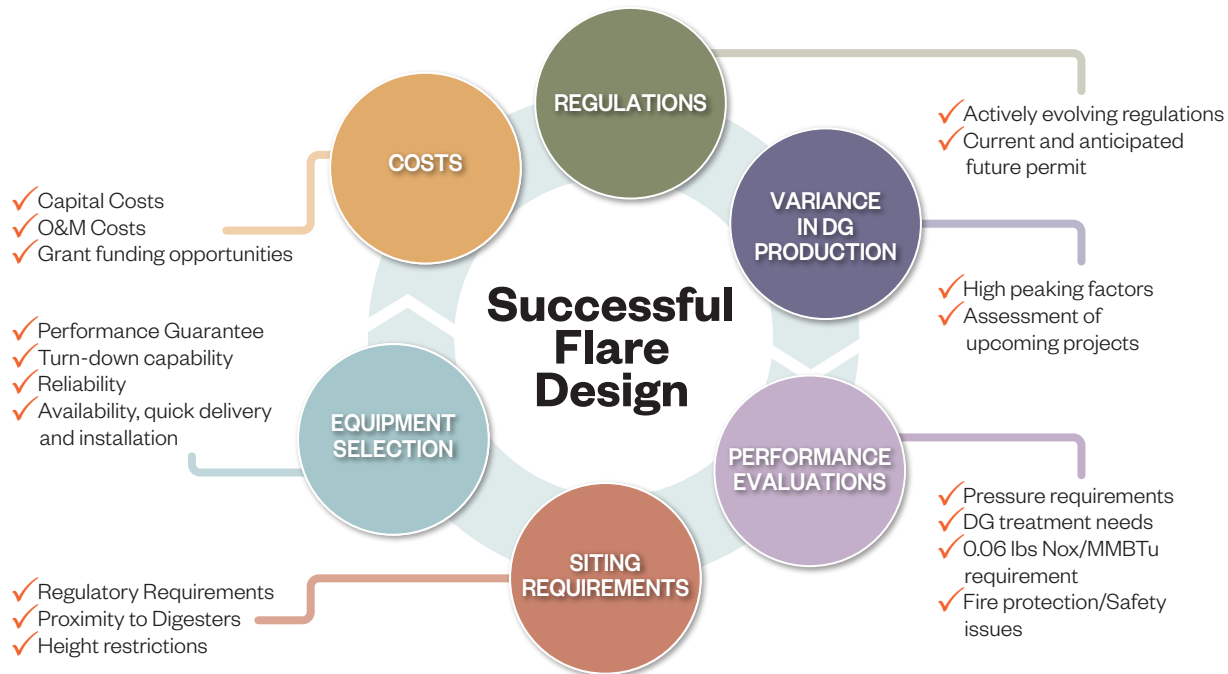


Figure 12. Hazen's six steps for successful flare design project

## Electrical and I&C

A primary goal of this project is to restore redundancy and reliability to the solids treatment process. As part of our holistic approach, we will evaluate the electrical distribution and control systems to identify ways to improve their reliability. Our local, highly experienced electrical team is reinforced with the institutional knowledge of Darrell Meyer. Darrell gained invaluable knowledge of Plant 3A's electrical distribution system while working on the standby power needs assessment, conducted while the plant was operated by South Orange County Wastewater Authority (SOCWA).

A critical component of the plant's electrical distribution system is the main switchgear, installed in the Operations/Dewatering Building. The existing switchgear is original and the manufacturer is no longer in business, making spare parts less readily available. Our team will explore options for replacing the switchgear which will minimize downtime and improve reliability and redundancy of the distribution system by potentially reconfiguring the switchgear. We will also take into consideration provisions for integrating a standby generator in the future by reviewing the standby power assessment previously completed by Darrell.

The existing motor control centers (MCC) at Plant 3A are single-ended, each supplied from a single circuit. As part of preliminary design, we will evaluate the option of configuring the new MCCs in a main-tie-main configuration with redundant feeder circuits and loads distributed evenly such that if one of the feeders is lost, only a portion of the process will lose power. Main-tie-main configuration will also allow half of the MCC to be deenergized for maintenance, increasing the safety of maintenance staff.

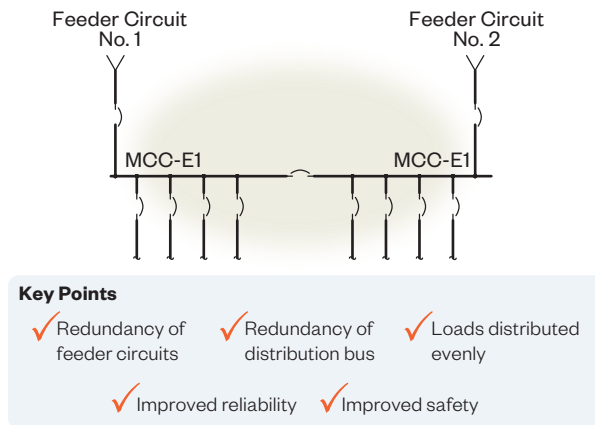


Figure 13. Main-Tie-Main Electrical Equipment Configuration

Replacing existing electrical distribution equipment while minimizing shutdowns and maintaining plant operation is a critical part of rehabilitation projects. Our electrical team has extensive experience designing replacement of major electrical distribution equipment at wastewater treatment plants including the Main Switchgear and DAF MCCs at SOCWA's Coastal Treatment Plant (CTP) and the Tertiary Effluent Pump Station MCCs at Eastern Municipal Water District's Moreno Valley Regional Water Reclamation Facility (MVRWRF). These two projects implemented two different approaches to replacing the MCCs:

#### 1. Replace the MCCs in a new location

At MVRWRF, the Hazen design included replacement of the existing MCCs in a new location. This approach is beneficial from the standpoint of maintaining plant operations because it allows the new motor controls to be installed and tested before transferring the loads to the new equipment in a sequential manner.

#### 2. Replace the MCCs in their existing location

At the SOCWA CTP, the Hazen design included replacement of the DAF MCCs in their existing location. This approach allows the existing conduits to be reused without having to extend them to a new location. At CTP, the DAF and Secondary loads were split between two MCCs. Therefore, loads could be temporarily powered from either MCC during construction.

Our team will evaluate different options for each application at Plant 3A and work closely with MNWD Staff to determine the best approach for each situation.

#### Instrumentation and Control

All existing instrumentation and control (I&C) equipment and appurtenances associated with the solids handling facilities will be replaced with new equipment and devices. All new I&C equipment provided shall be designed to be seamlessly integrated into the plant's existing SCADA system, which is currently being upgraded to the Inductive Automation Ignition platform. New PLCs required to monitor and control the new facilities will be MNWD's standard, which is Allen Bradley. The solids handling facilities will be designed with all the control logic and

I/O necessary to provide reliable and resilient operations. All PLC and SCADA programming related to the project will be performed by the Contractor/System Integrator during construction. New PLCs and associated devices will be provided with local uninterruptible power supplies (UPSs) to ensure system uptime in case of power loss.

#### Supporting and Safety Systems

Solids handling facilities, and especially the digesters, present a number of safety challenges that must be addressed with appropriate safety measures. Risks that must be addressed include:

- Falls from height on the upper levels of the digester and associated staircases and on the platforms surrounding the centrifuges;
- Poisonous, asphyxiating and explosive gases in the digester mechanical plant rooms, and the solids dewatering facilities;
- Fire and explosive hazards associated with the flare;
- Crushing and pinching hazards associated with sludges conveyors and sludge loadout facilities;
- Traffic hazards associated with backing and turning solids hauling vehicles.

All of these hazards will be assessed in the design of the facilities. Hazen's practice is to achieve safety through design. Where possible facilities will be designed to eliminate hazards. Where it is not possible to eliminate the hazard, appropriate safety features will be provided to protect personnel.

#### Task 1.4 – Implementation/ Construction Sequencing Plan

Our approach to Task 1.4 is outlined in Figure 14 on the following page.

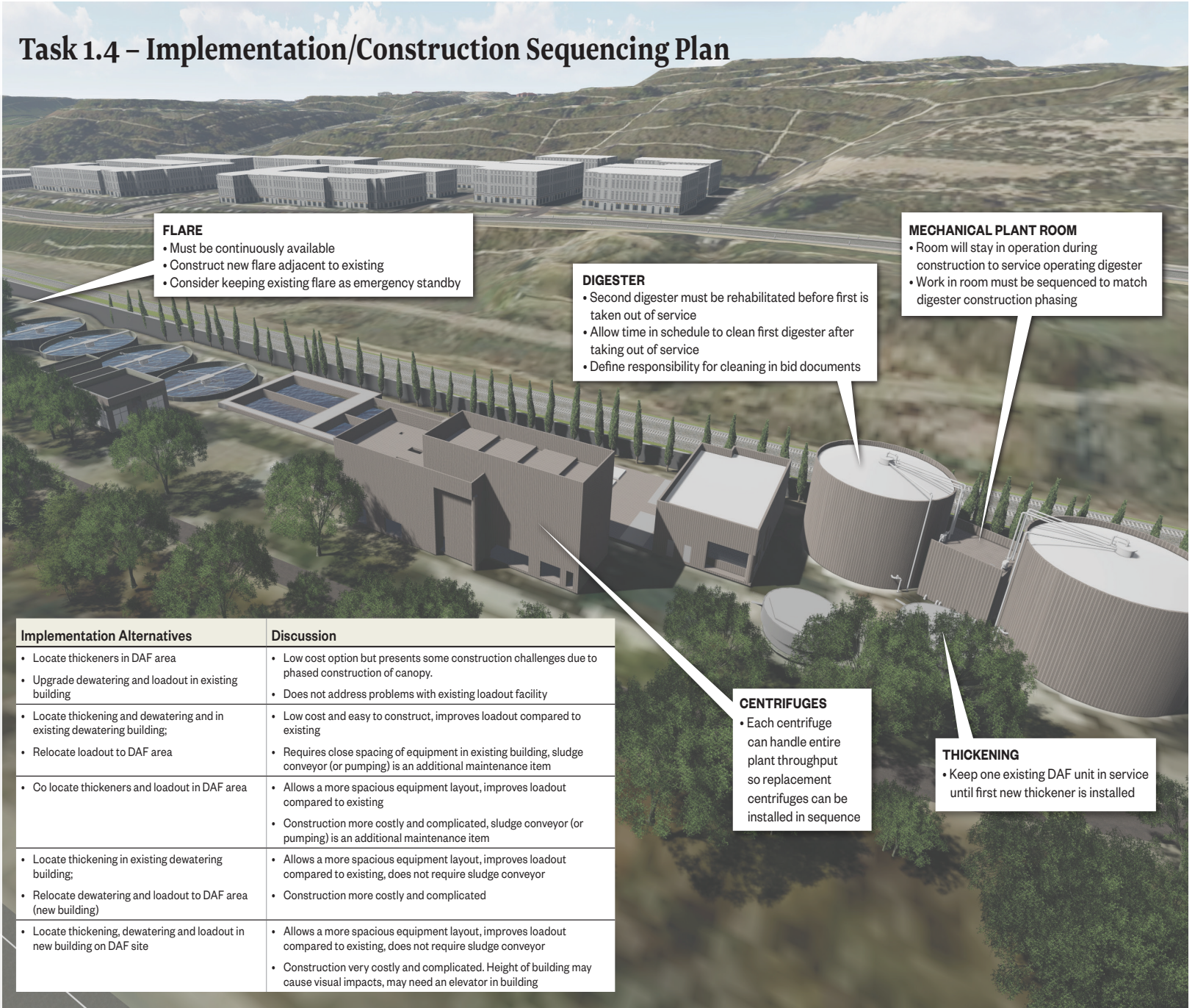
#### Task 1.6 – Workshops and Meetings for Evaluations

MNWD staff engagement & Stakeholder "Buy In" is paramount to the success of this project. Hazen and MNWD staff must work collaboratively to share a clear vision throughout the development of the preliminary and final design, construction, commissioning and

## Task 1.4 – Implementation/Construction Sequencing Plan

The solids handling improvements will be constructed within a treatment plant that is already very crowded and that includes a digestion process that must remain in continuous operation in order to function properly.

To achieve success, the interaction between construction and plant operations must be considered throughout the design process, especially during the preliminary design process when the basic configuration of the upgraded facilities is determined.



**FLARE**

- Must be continuously available
- Construct new flare adjacent to existing
- Consider keeping existing flare as emergency standby

**DIGESTER**

- Second digester must be rehabilitated before first is taken out of service
- Allow time in schedule to clean first digester after taking out of service
- Define responsibility for cleaning in bid documents

**MECHANICAL PLANT ROOM**

- Room will stay in operation during construction to service operating digester
- Work in room must be sequenced to match digester construction phasing

**CENTRIFUGES**

- Each centrifuge can handle entire plant throughput so replacement centrifuges can be installed in sequence

**THICKENING**

- Keep one existing DAF unit in service until first new thickener is installed

Implementation Alternatives	Discussion
<ul style="list-style-type: none"> <li>• Locate thickeners in DAF area</li> <li>• Upgrade dewatering and loadout in existing building</li> </ul>	<ul style="list-style-type: none"> <li>• Low cost option but presents some construction challenges due to phased construction of canopy.</li> <li>• Does not address problems with existing loadout facility</li> </ul>
<ul style="list-style-type: none"> <li>• Locate thickening and dewatering and in existing dewatering building;</li> <li>• Relocate loadout to DAF area</li> </ul>	<ul style="list-style-type: none"> <li>• Low cost and easy to construct, improves loadout compared to existing</li> <li>• Requires close spacing of equipment in existing building, sludge conveyor (or pumping) is an additional maintenance item</li> </ul>
<ul style="list-style-type: none"> <li>• Co locate thickeners and loadout in DAF area</li> </ul>	<ul style="list-style-type: none"> <li>• Allows a more spacious equipment layout, improves loadout compared to existing</li> <li>• Construction more costly and complicated, sludge conveyor (or pumping) is an additional maintenance item</li> </ul>
<ul style="list-style-type: none"> <li>• Locate thickening in existing dewatering building;</li> <li>• Relocate dewatering and loadout to DAF area (new building)</li> </ul>	<ul style="list-style-type: none"> <li>• Allows a more spacious equipment layout, improves loadout compared to existing, does not require sludge conveyor</li> <li>• Construction more costly and complicated</li> </ul>
<ul style="list-style-type: none"> <li>• Locate thickening, dewatering and loadout in new building on DAF site</li> </ul>	<ul style="list-style-type: none"> <li>• Allows a more spacious equipment layout, improves loadout compared to existing, does not require sludge conveyor</li> <li>• Construction very costly and complicated. Height of building may cause visual impacts, may need an elevator in building</li> </ul>

Figure 14. MOPO Considerations

**Additional stakeholder kick-off meetings to ensure alignment with MNWD's vision and streamline the process.**

- Technology Evaluation kick-off (combined with project kick-off)
- Preliminary Design kick-off (combined with progress meeting)
- Final Design kick-off (combined with progress meeting)

start-up of the new facilities. The decisions made during this project will have long term impacts and must have “buy in” from all stakeholders.

Given the importance of this initial Plant 3A improvements project, we propose additional stakeholder kick-off meetings designed to gain early consensus on subjective elements of the project, streamline the process and maintain MNWD staff engagement. Subsequent workshops will ensure that the direction of the preliminary and final design stays in alignment with the MNWD's objectives and our holistic approach. Our proposed workshops are shown on the proposed project schedule.

Seeing the plant from the eyes of your staff is critical towards ensuring that solutions proposed and developed can be successfully implemented. **We propose placing our senior technical team onsite at the kick-off of the project to establish a partnership and allow Hazen staff to see the facility from the eyes of your staff. This SWAT deployment of Hazen's industry experts and local delivery staff will be provided at no cost to demonstrate our commitment to MNWD.** It will not only provide fresh perspectives on your facility, but will also provide an opportunity for our partnership to identify opportunities that are unique to your situation.

It is our goal to use an objective, defensible, well documented decision making process that facilitates buy-in from stakeholders at all levels with MNWD's organization.

### **Task 1.9 – Environmental Documentation**

The Hazen team will review prior California Environmental Quality Act (CEQA) documentation and relevant regulatory permits, which will form the basis of the Project's CEQA documentation. We will conduct a preliminary review to determine if the Project meets the conditions to qualify for a Categorical Exemption (CE),

and that the CE is not barred by any of the exceptions. In our recently completed design of the Facility Improvements Project for the SOCWA Coastal Treatment Plant, we were successful in complying with CEQA by only preparing a Categorical Exemption, which saved SOCWA significant time and money. We were able to do so because all the improvements were limited to the existing plant footprint, there was no increase in permitted capacity and there were no significant impacts to the local community. We believe these same factors can also apply to your project. If selected for your project, we would like to explore this cost-saving option with you.

Should it be found through the course of the environmental analysis that the Project could have a significant effect on the environment and does not qualify for a CE, our team will proceed with preparation of an Initial Study/Mitigated Negative Declaration (IS/MND). Hazen team members will communicate the preliminary review findings to MNWD staff and recommend options for CEQA compliance. The Project's environmental documentation will rely upon MNWD-provided technical studies and new information developed through engineering tasks.

### **Task 1.10 – Project Management and Quality Assurance/Quality Control**

Effective management is the foundation of a successful project. Our goal is to develop a streamlined technical and administrative project management process that keeps the project on time and on budget. This begins with a well-written scope of work that clearly delineates responsibilities and project objectives and provides flexibility to allow for adjustment when needed. We recognize our collaborative workshop approach requires an effective communication and documentation plan to keep everyone involved current with the latest decisions and action items. To accomplish this, we will maintain a decision log, action item log, progress reports and other tracking documents on a dedicated SharePoint site with access for all MNWD and Hazen team members involved in the project.

In addition to providing the requested meetings and deliverables mentioned in the RFP, our proposed project manager, Dave Jones, is committed to delivering your project by using specific elements and tools as shown in Table 6.

# #15.

**Table 6: Effective Project Management**

Element	Purpose
Project Management Plan	Serve as the "guidebook" for the overall project management organization and controls. This includes milestones, progress reporting, invoicing, workshop development procedures and deliverables.
Communication Plan and Protocols	Establish contact persons and information, deliverables format, and general correspondence protocols to ensure the right people are handling the right information Hazen proposes to develop dedicated SharePoint site to serve as a library and file sharing site for the project.
Quality Assurance / Quality Control Plan (QA/QC)	Develop a project specific plan for the completion and documentation of quality review procedures and checks.
Change Management Plan	Procedures for documenting and handling project changes especially those that impact the schedule and fee.
Monthly Reports	Project status reports for MNWD's management staff and board.
Decision Log	Document decisions made and proactively notify MNWD of a need for a decision. Include with monthly reports.
Action Item Log	Document action items needed from Hazen and MNWD.

## Maximizing Quality Assurance/Quality Control

A Quality Culture is an attitude that touches the entire project team, establishes the quality standards the team works to and builds the quality process that guides the day-to-day work. We are passionate about the quality of our products, our people and our project delivery. We will customize our standard procedures, as necessary, for quality assurance and quality control to meet MNWD's expectations, and we will ensure all deliverable and work processes are consistently reviewed from commencement of work to final acceptance and project completion. Quality assurance is not just relegated to review before deliverables or milestones but is an ongoing activity.

## Elements of a Successful QC Review

- ✓ Engaging QC Reviewers that are experienced and independent from the design team
- ✓ Performing a holistic inter-disciplinary review to avoid conflicts
- ✓ Making sure that the plans match the specificataions

Hazen's Project Director, Dawn Guendert and Quality Control/Quality Assurance Manager, Michael Bullard will communicate with Team members regularly to ensure that technical and/or scope issues are addressed immediately. Hazen's Project Manager will maintain a schedule of QA/QC reviews that is updated monthly. No deliverables will be submitted until all QA/QC comments have been addressed.

## Phases 2 and 3 – Final Design and Services During Construction

The scope presented in the RFP for all tasks under Phases 2 and 3 are thorough and well-defined. Hazen has no suggested additions or modifications and will comply with the scope for the tasks in these phases as defined in the RFP.

## Phase 4 – Commissioning Services

Tasks under this phase will be directed by Dr. Paul Pitt and Dr. Mohammed Abu-Orf (Dr. Mo). They bring extensive and specialized experience in wastewater treatment and solids handling operations. On all the projects they work for, they bring a strong operation and maintenance perspective and focus on optimizing process performance. Hazen will bring our certified treatment plant operators, who are on staff, to work directly on-site to train MNWD O&M staff and will oversee the development of the O&M manual for your project.



**Figure 15. Path to a Successfully Managed Project**

Nothing indicated in the previously outlined scope of work shall supersede the following.

## **PHASE 1 – EVALUATIONS AND PRELIMINARY DESIGN**

### **TASK 1.1 – REVIEW OF AVAILABLE INFORMATION**

CONSULTANT shall obtain, review, and assess all available information and data pertaining to the existing infrastructure, treatment processes, current regulations, and the operation of the solids handling facilities. As with any reference materials, CONSULTANT shall verify and assess the validity of the information being provided by MNWD.

### **TASK 1.2 – PROCESS MODELING AND CAPACITY ANALYSIS**

CONSULTANT shall develop a process model of the existing liquid stream and solids handling facilities at Plant 3A and calibrate it using current operational data. Once calibrated, CONSULTANT shall evaluate and define various future scenarios (minimum 5 possible scenarios) that may represent an increase in influent flows and loads, differing operational modes, and/or differing treatment levels. The process model shall be used to:

- Estimate future generation rates for biosolids and digester gas
- Determine capacity of existing and proposed solids handling facilities
- Forecast performance of the proposed solids handling facilities
- Recommend design basis for the solids handling facilities project

### **TASK 1.3 - TECHNOLOGY EVALUATIONS**

CONSULTANT shall identify and evaluate the most appropriate technologies for sludge thickening and digester mixing and heating systems as described in Section II of this document. CONSULTANT shall develop a weighting and scoring system to evaluate both economic and non-economic factors such as:

- Capital cost
- Life cycle cost (O&M, power, chemicals, etc.)
- Footprint/layout
- Process & equipment reliability
- Ease of operation/automation
- Maintenance requirements
- Additional staff requirements
- Redundancy
- Constructability/sequencing

As part of the technology evaluation for sludge thickening, CONSULTANT shall arrange site visits to facilities utilizing the proposed equipment in this project. CONSULTANT shall budget one trip involving flights and one-night lodging, and one local trip reachable by driving within a single day. CONSULTANT shall bring three team members on the out-of-area site visit.

For the technology evaluation for digester mixing, CONSULTANT shall budget two local trips, each reachable by driving within a single day.

# #15.

CONSULTANT shall provide a memorandum documenting the findings of each site visit.

## **TASK 1.4 - IMPLEMENTATION / CONSTRUCTION SEQUENCING PLAN**

CONSULTANT shall prepare detailed construction sequence and constraints for the recommended measures related to solids handling facilities improvements project. Also, a detailed construction sequencing plan shall be prepared for the electrical and instrumentation systems while the plant is in service. Any solids handling facilities shutdown requirements, including frequency and duration, shall be discussed in detail if required during the construction phase.

## **TASK 1.5 - CONSTRUCTION COST ESTIMATES**

CONSULTANT shall prepare a written opinion of the project construction cost at the end of Preliminary Design phase which is considered a 30% design submittal. Submit the estimate with the Project Summary of the Preliminary Design Report submittal.

## **TASK 1.6 - WORKSHOPS AND MEETINGS FOR EVALUATIONS**

CONSULTANT shall hold meetings and workshops as necessary to obtain MNWD input during the evaluation phase, to present CONSULTANT'S recommendations, and to assist MNWD in making key decisions. All meetings and workshops shall take place at MNWD's office.

A two-hour project kick-off meeting shall be held with MNWD staff to introduce principal members of MNWD and CONSULTANT's teams. The discussion topics shall include: MNWD responsibilities, CONSULTANT's responsibilities, CONSULTANT's Scope of Work, detailed project schedule with milestones, and MNWD confined space and other safety policy training.

As a minimum the following workshops shall be held:

- Site Visits
- Sludge Thickening Technology Alternatives Review
- Sludge Digester Condition Assessment and Mixing/Heating Technologies
- Dewatering Centrifuges Condition Assessment and Configuration Alternatives
- Electrical and I&C Systems
- Safety and Support Systems
- All Evaluation Subjects

Each workshop shall be 2 - 4 hours in length.

Meeting presentation materials prepared by CONSULTANT shall be comprehensive and convey information in sufficient detail. Similarly, following each meeting, meeting minutes shall be prepared so as to sufficiently document the information that was presented and discussed. Meeting presentation materials in conjunction with the meeting minutes and the project decision log will be used by the project to document the work completed in the evaluation phase.



**TASK 1.7 - PRELIMINARY DESIGN REPORT PRODUCTION**

Preliminary Design Report Production (PDR Production) shall consist of a series of technical memoranda, drawings, calculations, and other supporting material resulting in the Preliminary Design Report (PDR).

The following requirements apply to PDR Production:

- Each technical memorandum shall be submitted as a draft, along with any relevant associated drawings for MNWD review.
- The technical memoranda shall clearly document exact naming conventions to be used for all process equipment covered by the design memo.
- The technical memoranda shall be prepared and submitted to MNWD for review as they are completed and subsequently discussed in detail through a series of review meetings and workshops. MNWD's intention is that all significant equipment decisions are to be made before Phase 2 – Final Design. At the end of Phase 1 –

Evaluations and Preliminary Design, major design elements should be fixed and major equipment, and process pipelines should be well defined and established. The extent of the design, and the number and type of drawings should also be established.

Written comments provided by MNWD shall be incorporated into the final memoranda. CONSULTANT shall respond to all comments in writing and incorporate all comments into the final memoranda as applicable.

**Preliminary Design Report (PDR) Contents and Organization**

The PDR shall be structured as outlined below:

**Volume 1 – Technical Memoranda**

- TM 1 - Project Summary
- TM 2 - Sludge Thickening Facilities
- TM 3 - Digestion Facilities
- TM 4 - Dewatering Facilities
- TM 5 - Electrical, Instrumentation and Control
- TM 6 - Supporting and Safety Systems
- TM 7 – Implementation / Construction Sequencing Plan
- List of Proposed Specification Sections

**Volume 2 – Drawings****Volume 3 – Submittal Documentation**

- Calculations
- Equipment Data & Catalog Cuts
- Decision Log
- Action Item Log
- Design Issues Log
- Meeting Presentation Materials
- Meeting Minutes

## #15.

The Project Summary shall summarize the conclusions of the report, and also include a summary of construction sequencing requirements and a preliminary construction cost estimate per AACE International Class 3 designation.

Each TM for the process facilities shall include:

- Background and information on existing facilities
- Brief summary of the evaluation of technology alternatives performed in Task 1.3.
- Performance requirements, design criteria, and sizing parameters for the proposed process equipment.
- Process flow diagrams
- Facility location
- Facility plans and sections.
- Construction sequencing requirements
- Temporary facility requirements during construction
- Operating philosophy that describes the proposed mode of operation
- Seismic retrofit requirements for existing structures where applicable
- Safety considerations

The drawings volume in the PDR shall be prepared to represent 30% design, and, as a minimum, shall include:

- Design criteria for critical processes and equipment
- Site layout
- Major yard piping items
- Truck access routes and limits of paving work
- 3D conceptual rendering views of individual facilities
- 2D plans and sections of individual facilities
- Electrical site plan
- Single line diagrams
- Network block diagrams
- P&IDs that show one representative process train, instead of all parallel trains, for process areas

The draft PDR and final PDR shall be submitted in PDF format and hard copy.

CONSULTANT shall submit eight (8) hard copies. The following requirements apply to the labeling and organization of the PDF submittal:

- Each technical memo shall be a separate compiled file, with bookmarking to match the hard copies.
- Drawings shall be submitted as a single compiled file. In addition, the drawings should be separated into separate files by discipline. The order of drawings in the PDF file shall match the list of drawings.
- Native files shall be submitted in addition to PDF.

### **TASK 1.8 - PDR PRODUCTION WORKSHOPS AND MEETINGS**

CONSULTANT shall hold meetings and workshops as necessary to obtain MNWD input and to assist MNWD in making key decisions during the PDR production. Additional

meetings and workshops shall be conducted to review CONSULTANT's responses to MNWD's comments on draft PDR, in preparation for the final PDR.

As a minimum the following workshops shall be held, and each workshop shall be 2-4 hours in length.

- Sludge Thickening Preliminary Design
- Sludge Digester Rehabilitation and Mixing/Heating Preliminary Design
- Dewatering Preliminary Design
- Electrical and I&C Systems Preliminary Design
- Safety and Support Systems Preliminary Design
- All Technical Memo Review

### **TASK 1.9 - ENVIRONMENTAL DOCUMENTATION**

Upon completion of the Final Preliminary Design Report by CONSULTANT, and only if authorized by MNWD, CONSULTANT shall complete the California Environmental Quality Act (CEQA) documentation required for the project. For proposal purposes, CONSULTANT shall include the appropriate level of effort to fully complete an IS/MND for the project, including but not limited to the preparation of tribal consultation template letters, all biological and cultural constraints analysis and reports, development of a Mitigation Monitoring and Reporting Program, publishing to the State Clearinghouse and local newspapers, and responding to public comments.

It should be assumed that 3 hard copies of each draft report and 20 hard copies of the final reports shall be provided.

### **TASK 1.10 - PROJECT MANAGEMENT**

CONSULTANT shall be responsible for managing CONSULTANT's project execution, schedule, budget, subconsultants, and coordination with other projects.

#### **Task 1.10.1 Project Management Meetings**

CONSULTANT shall conduct biweekly project management meetings between MNWD's Project Manager and CONSULTANT's Project Manager. The purpose of the meetings shall be to review CONSULTANT's progress, the project schedule, the project decision/action item/design issues logs, and to coordinate with MNWD staff. Minutes of each meeting shall be distributed to the entire project team.

#### **Task 1.10.2 Project Schedule**

CONSULTANT shall develop and maintain a project schedule. The schedule shall include milestones for all dates listed in Section III – Project Schedule, as well as interim milestones as necessary to ensure the timely delivery of the overall project.

#### **Task 1.10.3 Project Logs**

CONSULTANT shall produce and maintain the following logs throughout the course of the project:

# #15.

Project Decision Log. The project decision log shall track decisions made during workshops and meetings, and as a result of MNWD review of deliverables. The log shall include the date of the decision, the title of the meeting where it was made (if applicable), a description of the decision, and a brief summary of the impacts.

Action Item Log. The action item log is used to track action items generated during meetings and workshops. Action items may only be assigned to members of the MNWD or CONSULTANT teams. If action is required by a different party, the action item should be assigned to the appropriate manager of the task. The action item log is not intended to include normal CONSULTANT tasks, nor to include comments on deliverables. The Action Item log should include a tracking number (typically coded to the date), a date it was created, a description of the action required, the lead person, and the date it was resolved. If action is required by more than one person, the person who will be asked to coordinate that action should be listed.

Design Issues Log. The Design Issues log should list general comments and concerns raised by MNWD staff during project meetings. An example of a design issues would be a request raised during Preliminary Design for a particular type of equipment to be used during construction. Such detail is not usually provided during Preliminary Design, so the comment would be tracked on the Design Issues Log to be verified prior to completion of the detailed design. This log is not intended to track MNWD comments on submittals. The log should include a very short description of how the design issue will be addressed. The Design Issues log will be used during review of major submittals to confirm that the issue has been appropriately addressed.

## **Task 1.10.4 Management of Subconsultants**

CONSULTANT shall be responsible for managing all subconsultants, including the assignment of scope, management of deliverables and schedules, reporting of progress, invoicing, and quality control.

Subconsultant services that are currently anticipated include but may not be limited to:

- Geotechnical
- Surveying
- Permitting (environmental and regulatory)
- Potholing

## **PHASE 2 – FINAL DESIGN**

CONSULTANT shall provide the following services during Phase 2 – Final Design.

### **TASK 2.1 - CONTRACT DOCUMENTS**

CONSULTANT shall further advance the design developed from Phase 1 - Evaluations and Preliminary Design and prepare biddable plans and specifications. CONSULTANT shall provide four separate submittals of drawings and specifications to demonstrate design progress and collect MNWD's input on important design elements. The submittals shall consist of:

- 60% Design Submittal

- 90% Design Submittal
- Final Design Submittal
- Bid Set Submittal

The deliverables for each design submittal shall consist of:

- Two (2) bound full-size sets of construction plans
- Five (5) bound half-size sets of construction plans
- Five (5) bound sets of construction specifications with 11"x17" reduced construction drawings enclosed as an exhibit.
- A fully searchable PDF copy of plans and specifications

In addition to the items above, the Final Contract Document shall also include, one (1) full-size set of stamped and signed reproducible construction plans (Mylars) and one (1) unbound set of construction specifications shall be provided for District signature. Native files of all construction documents shall also be provided (including all reference files; NAD-83, State Plane Zone 6, NAVD-88 of all sheets).

Note: "Full-size" Drawings/Plans shall be 22" x 34" such that 11" x 17" prints are true half-size.

The following may be assumed for the purpose of the estimated level of effort:

- General:
  - Seismic retrofit design for bringing existing structures and facilities to current codes are not included.
  - Implementation of plant-wide ground improvements to address ground subsidence is not included. Localized application of ground improvement techniques may be required as part of rehabilitation of the solids handling facilities.
  - All front-end specifications will be provided to the CONSULTANT, who will customize the Special Conditions to be specific to the project.
  - All technical specifications will be provided by the CONSULTANT.
- Thickening Facilities
  - A new sludge thickening facility will be provided with a canopy.
  - Temporary sludge thickening equipment will not be necessary.
- Digestion Facilities
  - Existing digesters will be rehabilitated. A new digester is not needed.
  - Assume linear motion mixing will be implemented.
  - Phased construction will allow replacing existing sludge heating system in the present or nearby locations.
  - A new digester ferric chloride system will not be provided.
- Dewatering Facilities
  - Existing centrifuges will be replaced with new equipment within the existing building.
  - Conveyor systems shall be modified or replaced as necessary to provide the appropriate level of service and to accommodate the new equipment.

# #15.

- A new cake storage and loading facility is not to be included as part of the scope of this project.
- Digester Gas Handling Facilities
  - A new flare will replace existing flare and be located in close proximity to existing.
- Electrical, Instrumentation, and Controls
  - A new electrical building will not be required. Existing facilities have space in appropriate areas with climate control to accommodate new Electrical and I&C equipment.
  - A standby power system is not needed.

Drawings shall be submitted as a single compiled file. In addition, the drawings shall be separated into separate files by discipline. The order of drawings in the PDF file shall match the list of drawings. Native files shall be submitted.

## **TASK 2.2 - CONSTRUCTION COST ESTIMATES**

CONSULTANT shall prepare a written opinion of the project construction cost with the 60%, 90%, and Final Design Submittals. The final cost estimate shall be prepared in sufficient detail such that a contingency is not required.

## **TASK 2.3 - FINAL DESIGN MEETINGS AND WORKSHOPS**

CONSULTANT shall hold meetings and workshops as necessary to obtain MNWD input and to assist MNWD in making key decisions during the production of the Contract Documents. Additional meetings and workshops shall be conducted to review CONSULTANT's responses to MNWD's comments on the 60% and 90% design submittals.

## **TASK 2.4 - PERMITTING SERVICES**

CONSULTANT shall lead the efforts for procuring any regulatory permits required for the project. In addition, CONSULTANT will coordinate easement requirements with public utilities and agencies that have easement jurisdiction within or adjacent to the facility boundary.

Refer to Task 1.9 - Environmental Documentation for the required services related to CEQA.

## **TASK 2.5 - PROJECT MANAGEMENT**

CONSULTANT Project Management responsibilities during Phase 2 - Final Design shall be as specified in Phase 1 - Evaluations and Preliminary Design.

## **TASK 2.6 - BID PERIOD SUPPORT**

CONSULTANT shall provide the following services during the bid period:

- Conduct the mandatory pre-bid meeting for prospective Contractors. Prepare meeting agenda and provide meeting minutes.
- Assist MNWD in responding to technical questions received from Contractors during the bid period and in preparing all Addenda during bidding.

### **PHASE 3 – SERVICES DURING CONSTRUCTION**

CONSULTANT shall provide the following services during Phase 3 – Construction Supports.

#### **TASK 3.1 - CONFORMED DOCUMENTS**

CONSULTANT shall prepare one set of conformed contract documents electronically and five (5) hard copy sets. The electronic conformed specifications will be 8.5-inch by 11-inch PDF files, and the electronic conformed drawings will be one true half-size (11-inch by 17-inch) and one full-size PDF files. The hard copy conformed specifications will be printed on 8.5-inch by 11-inch paper and the hard copy conformed drawings will be printed on half-size and full-size bonded paper.

Note: “Full-size” Drawings/Plans shall be 22” x 34” such that 11” x 17” prints are true half-size.

#### **TASK 3.2 - MEETINGS AND SITE VISITS**

CONSULTANT shall attend meetings and perform site visits as follows:

1. Preconstruction Meeting: Project Manager and Project Engineer shall attend the preconstruction meeting for the project.
2. Monthly Meetings: Project Manager and/or Project Engineer shall attend twenty (20) meetings with MNWD and Contractor to verify construction quality and address construction issues as they relate to the intended design of the project. It is assumed that significant construction activities will take place for twenty months during construction. For the remainder of the construction duration, assume that CONSULTANT may participate by phone.
3. Site Visits: Field verification of the design will be required at various stages of the project. CONSULTANT shall provide such verifications periodically, confirming the construction of the project meets the design standards of the construction contract.

Six (6) site visits shall be assumed. These site visits are in addition to attendance at the Monthly Meetings specified above.

#### **TASK 3.3 - SUBMITTAL AND SHOP DRAWING REVIEW**

CONSULTANT shall review equipment shop drawings and other technical submittals as required by the Contract Documents. CONSULTANT shall provide an initial review and one re-submittal review of each submittal. Reviews of second re-submittals will be the financial responsibility of the Contractor. Labor hour budget is based on an assumption that 250 submittals and 250 re-submittals will be reviewed by CONSULTANT.

## **TASK 3.4 - RESPOND TO REQUEST FOR INFORMATION**

All questions and concerns that arise during construction shall be documented using a Request for Information (RFI) format provided by MNWD. CONSULTANT shall review and respond in writing to RFI's. MNWD staff or an appointed representative of the MNWD will review some RFIs and CONSULTANT's response of the RFI, as appropriate and forward the RFI to the Contractor. Estimated labor hour budget is based on responding to 200 RFI's.

## **TASK 3.5 - REVIEW PROPOSED CHANGE ORDERS**

CONSULTANT shall provide engineering support for the review of proposed contract change orders (PCO's) submitted by the Contractor. MNWD staff or an appointed representative will review some PCOs and approve the CONSULTANT's response.

CONSULTANT's review of PCO's shall include the following items:

1. Evaluate the impact of the PCO on the design intent.
2. Provide engineering services, including calculations and sketches, when required to facilitate performance.
3. Provide independent cost estimate when required.

Estimated labor hour budget is based on reviewing 50 PCO's.

## **TASK 3.6 - RECORD DRAWINGS**

MNWD staff or an appointed representative will provide a marked up set of the construction drawings for the CONSULTANT. CONSULTANT shall prepare the final record drawings based on the same.

CONSULTANT shall provide 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 native (including all reference files; NAD-83, State Plane Zone 6, NAVD-88 of all sheets) and PDF formats.

## **PHASE 4 – COMMISSIONING SERVICES**

CONSULTANT shall provide the following services during Phase 3 – Services During Construction.

### **TASK 4.1 – OVERSEE DEVELOPMENT OF FACILITY START-UP PROTOCOL**

CONSULTANT shall oversee Contractor's development of a step-by-step system startup protocol for the facility prior to the functional and operation testing of the facilities. CONSULTANT shall be responsible for the oversight of the Contractor's comprehensive demonstration testing prior to the completion of the construction phase of the project. These oversight services are in addition to actual site visits as described in Task 3.2.



**TASK 4.2 - THICKENING AND DEWATERING EQUIPMENT PERFORMANCE TESTING AND OPTIMIZATION**

CONSULTANT shall provide a process expert to assist with monitoring of the equipment performance testing and with optimization of the equipment performance for thickening and dewatering equipment. The successful completion of the functional and initial performance test startup, installation check, and all specified field-testing, will be performed by the Contractor. Perform separate testing during startup to determine the optimal polymer dosages for thickening and dewatering. Laboratory testing and analysis is the responsibility of others (MNWD and/or Contractor).


**TASK 4.3 – OPERATION AND MAINTENANCE MANUAL AND TRAINING**

CONSULTANT shall prepare a detailed system Operation and Maintenance Manual (O&M) of the facilities into one comprehensive package. As a minimum, the O&M is to provide operational overview narrative, control descriptions, setpoints, troubleshooting procedures, maintenance requirements, and a copy of the approved manufacturer's individual O&M as an appendix for each sub-system of the project. Specific sections are to be included outlining the regulatory compliance points of the facility along with the appropriate testing protocols to ensure compliance thereto. A comprehensive matrix of maintenance requirements of the entire system shall also be included.

CONSULTANT shall provide comprehensive system training on all aspects of the operation of the new facilities as a whole, along with specific training relating to optimization and performance testing of each sub-system. As a minimum, training should include topics relating to operation, maintenance, calibrations, electrical, and controls for each individual piece of equipment within the system.

# Exhibit B Fee Schedule

#15.

	Hazen and Sawyer														
	Vice President	Senior Associate	Associate	Senior Principal Engineer	Principal Engineer	Engineer	Senior Designer	Designer	Senior Admin.		Hours	Labor	ODCs	Subconsultants	Total
	\$290	\$250	\$200	\$175	\$145	\$135	\$138	\$125	\$112						
<b>Task 1 - Engineering Evaluations and Preliminary Design</b>															
1.1 Review of Available Information	16	4	24	8	24	24	0	0	0	100	\$ 18,556	\$ -	\$ -	\$ -	18,556
1.2 Process Modelling and Capacity Analysis	20	0	80	240	0	0	0	0	0	340	\$ 63,795	\$ -	\$ -	\$ -	63,795
1.3 Technology Evaluations	42	36	180	56	80	0	0	0	0	394	\$ 78,569	\$ -	\$ -	\$ -	78,569
1.4 Implementation/Construction Sequencing Plan	12	16	8	0	40	0	0	0	0	76	\$ 14,877	\$ -	\$ 61,404	\$ -	76,281
1.5 Construction Cost Estimates	4	14	16	24	0	0	0	0	0	58	\$ 12,059	\$ -	\$ -	\$ -	12,059
1.6 Workshops and Meetings for Evaluations	28	16	24	16	16	0	0	8	0	108	\$ 23,033	\$ -	\$ -	\$ -	23,033
1.7 Preliminary Design Report Production	78	88	23	245	198	311	139	268	0	1350	\$ 215,462	\$ -	\$ 42,921	\$ -	258,383
1.8 PDR Production Workshops and Meetings	16	0	16	16	16	0	0	8	0	72	\$ 13,956	\$ -	\$ -	\$ -	13,956
1.9 Environmental Documentation	8	8	24	0	0	0	0	0	0	40	\$ 9,118	\$ -	\$ 44,900	\$ -	54,018
1.10 Project Management	24	28	0	0	0	0	0	0	24	76	\$ 16,642	\$ -	\$ -	\$ -	16,642
1.11 Additional Analysis as Directed by MNWD	24	28	0	0							\$ 150,000	\$ -	\$ -	\$ -	150,000
<b>TASK 1 TOTALS</b>	<b>272</b>	<b>238</b>	<b>395</b>	<b>605</b>	<b>374</b>	<b>335</b>	<b>139</b>	<b>284</b>	<b>24</b>	<b>2614</b>	<b>\$ 616,065</b>	<b>\$ 14,000</b>	<b>\$ 149,225</b>	<b>\$ -</b>	<b>\$ 779,290</b>
<b>Task 2 - Final Design</b>															
2.1 Contract Documents	168	206	55	573	462	725	323	624	0	3136	\$ 498,880	\$ -	\$ 28,909	\$ -	527,789
2.2 Construction Cost Estimates	2	16	8	40	0	0	0	0	0	66	\$ 13,179	\$ -	\$ -	\$ -	13,179
2.3 Final Design Meetings and Workshops	16	0	16	16	16	0	0	8	0	72	\$ 13,956	\$ -	\$ -	\$ -	13,956
2.4 Permitting Services	4	0	4	0	24	0	0	0	0	32	\$ 5,439	\$ -	\$ -	\$ -	5,439
2.5 Project Management	28	44	0	0	0	0	0	0	24	96	\$ 21,801	\$ -	\$ -	\$ -	21,801
2.6 Bid Period Support	8	32	24	8	40	24	0	24	0	160	\$ 28,558	\$ -	\$ -	\$ -	28,558
<b>TASK 2 TOTALS</b>	<b>226</b>	<b>298</b>	<b>107</b>	<b>637</b>	<b>542</b>	<b>749</b>	<b>323</b>	<b>656</b>	<b>24</b>	<b>3562</b>	<b>\$ 581,813</b>	<b>\$ 17,500</b>	<b>\$ 28,909</b>	<b>\$ -</b>	<b>\$ 628,222</b>
<b>Task 3 - Services During Construction</b>															
3.1 Conformed Documents	4	8	0	0	12	0	40	0	0	64	\$ 10,419	\$ -	\$ -	\$ -	10,419
3.2 Meetings and Site Visits	16	132	0	16	40	0	0	0	10	214	\$ 47,356	\$ -	\$ -	\$ -	47,356
3.3 Submittal and Shop Drawing Review	4	500	0	500	1000	0	0	0	0	2004	\$ 358,659	\$ -	\$ -	\$ -	358,659
3.4 Respond to Requests for Information	4	200	0	0	860	0	400	0	0	1464	\$ 231,059	\$ -	\$ -	\$ -	231,059
3.5 Review Proposed Change Orders	50	250	0	225	200	0	100	100	0	925	\$ 171,662	\$ -	\$ -	\$ -	171,662
3.6 Record Drawings	8	12	0	0	20	0	119	0	0	159	\$ 24,640	\$ -	\$ -	\$ -	24,640
<b>TASK 3 TOTALS</b>	<b>86</b>	<b>1102</b>	<b>0</b>	<b>741</b>	<b>2132</b>	<b>0</b>	<b>659</b>	<b>100</b>	<b>10</b>	<b>4830</b>	<b>\$ 843,795</b>	<b>\$ 25,300</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 869,095</b>
<b>Task 4 - Commissioning Services</b>															
4.1 Oversee Development of Facility Startup Protocol	40	0	40	0	80	0	0	0	0	160	\$ 31,190	\$ -	\$ -	\$ -	31,190
4.2 Thickening and Dewatering Equipment Performance	20	0	80	20	0	0	0	0	0	120	\$ 25,295	\$ -	\$ -	\$ -	25,295
4.3 Operation and Maintenance Manual and Training	8	0	48	8	40	24	0	0	0	128	\$ 22,358	\$ -	\$ -	\$ -	22,358
<b>TASK 4 TOTALS</b>	<b>68</b>	<b>0</b>	<b>168</b>	<b>28</b>	<b>120</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>408</b>	<b>\$ 78,842</b>	<b>\$ 2,400</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 81,242</b>
<b>TASKS 1-4 GRAND TOTALS</b>	<b>652</b>	<b>1638</b>	<b>670</b>	<b>2011</b>	<b>3168</b>	<b>1108</b>	<b>1121</b>	<b>1040</b>	<b>58</b>	<b>11,414</b>	<b>\$ 2,120,516</b>	<b>\$ 59,200</b>	<b>\$ 178,134</b>	<b>\$ -</b>	<b>\$ 2,357,850</b>

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# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 8, 2019  
**FROM:** Rod Woods, Director of Engineering  
Jesus Garibay, Superintendent of Wastewater Operations  
**SUBJECT:** Biosolids, Grit, and Screenings Hauling and Disposal Agreements

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### SUMMARY:

Issue: Board action is required to execute contract service agreements for Biosolids Hauling and Disposal Services and for Grit and Screenings Hauling and Disposal Services.

Recommendation: It is recommended that the Board of Directors approve 1) the Biosolids Hauling and Disposal agreement with Holloway Environmental Solutions, LLC in the amount of \$1,250,000 for a three-year term with the option to renew for two additional one-year terms; and 2) the Grit and Screenings Hauling Agreement with Athens Services in the amount of \$250,000 for a three-year term with the option to renew for two additional one-year terms; and authorize the General Manager or Assistant General Manager to execute the agreements.

Fiscal Impact: Sufficient funds are included in the FY 2019-20 Budget and will be included in the proposed budgets for subsequent years.

Reviewed by Committee: Yes

Reviewed by Legal: Yes

# #16.

## Biosolids, Grit, and Screenings Hauling and Disposal Agreements

August 8, 2019

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### **BACKGROUND:**

The District currently operates the Plant 3A Wastewater Treatment Plant (Plant 3A) with an average daily flow of 2.7 million gallons per day. As part of the wastewater treatment processes, the facility employs pre-treatment, liquids treatment, and solids handling treatment methods. Each of these methods creates solids that require hauling and disposal offsite, including screenings of solids from the incoming wastewater, removal of grit from the liquids, and processing of biosolids from the digestion process. The quantity of solids generated by the treatment process varies based on the quantity and concentration of the incoming wastewater.

In March 2019, the District executed an agreement with Athens Services for biosolids, grit, and screenings. Since assuming operation of the facility, it was discovered that the solids concentration of the wastewater sent to 3A is higher than originally anticipated, which caused an increased demand for biosolids, grit, and screenings hauling. In May 2019, the Board of Directors authorized Amendment No. 1 to the Agreement for additional biosolids, grit, and screenings hauling services until long-term options were thoroughly investigated and evaluated. The current agreement with Athens Services is set to expire at the end of August.

### **DISCUSSION:**

A Request for Quotations was issued for the Biosolids, Grit, and Screenings Hauling and Disposal to five qualified firms. Two quotations were received and are summarized below.

#### Biosolids:

Vendor	Athens Services	Holloway Environmental Solutions, LLC
Landfill Location	Simi Valley	Kern County
Price per wet ton	\$125/ton	\$69/ton
Annual Estimate	\$375,000	\$207,000

#### Grit & Screenings:

Vendor	Athens Services
Landfill	Simi Valley
Price per wet ton	\$262/ton
Annual Estimate	\$31,400

Staff has thoroughly evaluated the quotations and determined it is in the best interest of the District to authorize two agreements as follows:

Biosolids, Grit, and Screenings Hauling and Disposal Agreements

August 8, 2019

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- I. Holloway Environmental Solutions, LLC for Biosolids Hauling and Disposal to the Kern County Landfill.
- II. Athens Services for Grit and Screenings Hauling and Disposal to the Simi Valley Landfill with the option to Haul and Dispose of Biosolids to the Simi Valley Landfill during emergency situations.

Staff is recommending that the Board of Directors authorize the General Manager or Assistant General Manager to execute the agreements with Holloway Environmental Solutions, LLC for a total contract value \$1,250,000 for Biosolids Hauling Services and Athens Services for \$250,000 for Grit & Screenings Hauling Services.

It should be noted that Staff is continuing to work with Orange County Waste and Recycling to potentially allow biosolids disposal at the Prima Deshecha Landfill located in San Juan Capistrano. If this alternate disposal site is made available to the District, staff will re-evaluate its options and present recommendations to the Board, as appropriate.

Attachments:

1. Biosolids Hauling and Disposal Agreement with Holloway Environmental Solutions, LLC
2. Biosolids, Grit & Screening Hauling and Disposal Agreement with Athens Services
3. Vendor Contact List





**CONTRACT SERVICES AGREEMENT BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC  
MNWD PROJECT: BIOSOLIDS HAULING AND DISPOSAL SERVICES  
CONTRACT NO. OM18-19.105a**

THIS AGREEMENT (the "Agreement") is dated as of \_\_\_\_\_, 2019 (the "Effective Date"), by and between Holloway Environmental Solutions, LLC, hereinafter referred to as the "CONTRACTOR" and Moulton Niguel Water District hereinafter referred to as "MNWD." MNWD and CONTRACTOR may sometimes be referred to in this Agreement individually as "Party" and together as "Parties."

**RECITALS**

CONTRACTOR proposes to provide to MNWD hauling and disposal services of class B biosolids. The scope of work to be performed by CONTRACTOR 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 - CONTRACTING SERVICES, AUTHORIZATION**

Section 1.1 CONTRACTOR proposes to perform those services which are described in the Scope of Work ("Services"). CONTRACTOR 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 practices and principles, and to the satisfaction of MNWD. CONTRACTOR must receive prior written approval from MNWD before using any subcontractors. In performing the Services under this Agreement, CONTRACTOR 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. Without limiting the foregoing, the Services include, but are not limited to, the following:

- a. Protect existing facilities and personal property.
- b. CONTRACTOR shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
- c. CONTRACTOR is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
- d. CONTRACTOR shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

Section 1.2 CONTRACTOR acknowledges and agrees that MNWD does not guarantee any minimum or maximum amount of Services and MNWD may use other contractors for the Services in its sole discretion.

# #16.

Section 1.3 CONTRACTOR agrees to complete the work described in the Scope of Work within the time periods set forth. CONTRACTOR agrees to coordinate the work to ensure its timely completion and shall promptly notify MNWD of any anticipated delays or causes or casualties beyond CONTRACTOR'S control which may affect the work schedule. CONTRACTOR shall not begin any services pursuant to this Agreement until receipt of MNWD'S written direction to proceed. Upon receipt of such notice, CONTRACTOR shall immediately commence the work described in Exhibit A.

## **SECTION II – TERM**

The term of this Agreement shall commence on the Effective Date and shall remain in effect through June 30, 2022 (the "Term"), unless otherwise terminated by either Party pursuant to Section VI herein. MNWD shall have the unilateral option to renew this Agreement for no more than two (2) additional one-year terms.

## **SECTION III - COMPENSATION**

Section 3.1 In consideration for providing the Services referred to in SECTION I herein, MNWD agrees to compensate CONTRACTOR for such Services in accordance with the Schedule of Charges set forth in Exhibit B. Total amount paid for services rendered by CONTRACTOR for the initial Term shall not exceed the sum of **Seven Hundred Fifty Thousand Dollars (\$750,000)** ("Contract Amount") without the written approval of MNWD. Any optional extension(s) beyond the initial Term shall be compensated at no more than \$250,000 for each one-year extension.

Section 3.2 The Contract Amount shall include all business expenses that CONTRACTOR may incur while providing the services.

Section 3.3 CONTRACTOR shall submit no more than one invoice per month for payment. MNWD shall, within 30 days of receiving such invoice, review and pay all approved charges.

## **SECTION IV - WARRANTY**

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

Section 4.2 CONTRACTOR'S services will be performed in accordance with generally accepted 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 V - INSURANCE AND INDEMNIFICATION**

Section 5.1 General/ Automobile Liability Insurance. CONTRACTOR 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 CONTRACTOR, 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 5.2 Worker’s Compensation. By its signature hereunder, CONTRACTOR 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 CONTRACTOR will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR and subcontractors shall maintain throughout the term of this Agreement workers’ compensation insurance with limits no less than the statutory limits, and Employer’s Liability insurance with limits no less than One Million Dollars (\$1,000,000) per accident and per disease for their employees and shall file with the MNWD the certificate required by Labor Code Section 3700. The workers compensation/Employer’s Liability insurance shall be endorsed with a waiver of subrogation in favor of MNWD and its’ directors, officers, employees and representatives.

Section 5.3 Pollution Liability. Pollution liability 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. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. This coverage can be obtained through the Contractor’s Commercial General Liability policy by including the Limited Pollution Liability Extension ISO endorsement CG 2415 or its equivalent.

Section 5.4 Requirements of All Policies. All policies of insurance required under this Section 4 shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class XII, 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. CONTRACTOR shall provide 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 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 CONTRACTOR’s (and its subcontractor’s) insurance, and shall not contribute to such insurance.

# #16.

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

## Section 5.5 Indemnity.

(a) To the fullest extent permitted by law, CONTRACTOR shall defend (with counsel reasonably approved by MNWD), 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 CONTRACTOR, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONTRACTOR'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, CONTRACTOR's duty of indemnification shall not extend to Claims arising from indemnitees' gross negligence, recklessness or willful misconduct. CONTRACTOR'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 allegedly arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

(b) In any and all claims against the indemnified Parties by any employee of the CONTRACTOR, 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 CONTRACTOR, or any subcontractor, or other person under workers' compensation acts, disability benefit acts, or other employee acts.

(c) CONTRACTOR'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 CONTRACTOR hereunder.

## **SECTION VI- TERMINATION OR ABANDONMENT**

This Agreement may be terminated in whole or in part in writing by MNWD provided that no such termination may be affected unless the CONTRACTOR is given not less than ten (10) calendar day's written notice of intent to terminate. Additionally, MNWD may suspend performance by CONTRACTOR of any or all services listed in the Scope of Work under this Agreement by providing written notice to CONTRACTOR at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice,

CONTRACTOR shall immediately suspend any work or services hereunder, unless otherwise instructed by MNWD in such notice.

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

## **SECTION VII - GENERAL**

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

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

Section 7.3 Any notice required or permitted to be given hereunder if not otherwise specified herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service a hand delivery, and addressed to:

**MNWD:**

Moulton Niguel Water District  
P.O. Box 30203  
Laguna Niguel, CA 92607  
Attn: Director of Engineering

**CONTRACTOR:**

Holloway Environmental Solutions, LLC  
2019 Westwind Drive  
Bakersfield, CA 93301  
Attn: Dan Allen

Section 7.4 California law shall govern the interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

Section 7.5 In the event an action is commenced by either Party to enforce its rights or obligations arising from this Agreement, the prevailing Party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all costs and expenses, including court costs, plus a reasonable amount for attorney's fees.

Section 7.6 If any section of this Agreement or provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision

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under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

Section 7.7 It is expressly understood and agreed that CONTRACTOR is an independent contractor and not an employee of MNWD while engaged in carrying out this Agreement. CONTRACTOR warrants that it will not represent, at any time or in any manner, that CONTRACTOR is an employee or agent of MNWD. CONTRACTOR 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 CONTRACTOR.

Section 7.8 This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement or any interest herein shall be made by CONTRACTOR without prior written consent of MNWD.

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

**MOULTON NIGUEL WATER DISTRICT:**

**HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC:**

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

By: \_\_\_\_\_  
(Authorized Representative of Contractor)

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

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **Exhibit A**

### **Scope of Work**

#### **1) Services Description**

- Class B Biosolids hauling and disposal from MNWD's 3A facility ("Facility"), located at:  
  
26801 Camino Capistrano  
Laguna Niguel, CA 92677
- Firm to haul class B biosolids off site to an appropriate disposal site.
- Hauling services to be conducted daily or as directed by 3A operations staff.
- Firm shall be responsible for entire process of loading and unloading bins from 3A.
- Firm shall be responsible for disposal location and availability.
- Firm shall be responsible for all communications and direct contact with the landfills.
- Firm shall be responsible for filling out all paperwork including profiles, manifests, and any other documentation required.
- Firm shall present a monthly invoice that includes a line item breakdown for each trip costs along with landfill disposal fees and weights for each trip.

#### **2) Services Required**

- Firm shall always be accompanied by MNWD staff while on the Facility premises.
- Firm shall exercise due care to avoid injury to existing improvement or facilities, adjacent property, and trees and shrubbery.
- Firm shall so conduct operations as to offer the least possible obstruction and inconvenience to the public.
- Firm shall not permit unauthorized persons on site for any reason.
- All workers are required to wear uniforms while working on the property; minimum to be shirts identified with the company name.

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**Exhibit B**  
Schedule of Charges

Class B Biosolids - Bin Size 8' x 16' x 4' Roll Offs

- a Transportation and Disposal Fees (Going to 13850 Holloway Rd., Lost Hills, CA 93249 Cost per trip \$79.00  
Single Bin
- b Transportation and Disposal Fees (Going to 13850 Holloway Rd., Lost Hills, CA 93249 Cost per trip \$69.00 pwt  
Double bin using double trailer

Notes

- 1) All pricing shall be guaranteed for the term of the contract
- 2) Costs shall be inclusive of all services described in Exhibit A



**CONTRACT SERVICES AGREEMENT BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
ATHENS SERVICES  
MNWD PROJECT: BIOSOLIDS, GRIT, & SCREENING HAULING  
AND DISPOSAL SERVICES  
CONTRACT NO. OM18-19.105b**

THIS AGREEMENT (the "Agreement") is dated as of \_\_\_\_\_, 2019 (the "Effective Date"), by and between Athens Services, hereinafter referred to as the "CONTRACTOR" and Moulton Niguel Water District hereinafter referred to as "MNWD." MNWD and CONTRACTOR may sometimes be referred to in this Agreement individually as "Party" and together as "Parties."

**RECITALS**

CONTRACTOR proposes to provide to MNWD hauling and disposal services of class B biosolids, grit, and screenings. The scope of work to be performed by CONTRACTOR 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 - CONTRACTING SERVICES, AUTHORIZATION**

Section 1.1 CONTRACTOR proposes to perform those services which are described in the Scope of Work ("Services"). CONTRACTOR 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 practices and principles, and to the satisfaction of MNWD. CONTRACTOR must receive prior written approval from MNWD before using any subcontractors. In performing the Services under this Agreement, CONTRACTOR 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. Without limiting the foregoing, the Services include, but are not limited to, the following:

- a. Protect existing facilities and personal property.
- b. CONTRACTOR shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
- c. CONTRACTOR is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
- d. CONTRACTOR shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

Section 1.2 CONTRACTOR acknowledges and agrees that MNWD does not guarantee any minimum or maximum amount of Services and MNWD may use other contractors for the Services in its sole discretion.

Section 1.3 CONTRACTOR agrees to complete the work described in the Scope of Work within the time periods set forth. CONTRACTOR agrees to coordinate the work to ensure its timely completion and shall promptly notify MNWD of any anticipated delays or causes or casualties beyond CONTRACTOR'S control which may affect the work schedule. CONTRACTOR shall not begin any services pursuant to this Agreement until receipt of MNWD'S written direction to proceed. Upon receipt of such notice, CONTRACTOR shall immediately commence the work described in Exhibit A.

**SECTION II – TERM**

The term of this Agreement shall commence on the Effective Date and shall remain in effect through June 30, 2022 (the "Term"), unless otherwise terminated by either Party pursuant to Section VI herein. MNWD shall have the unilateral option to renew this Agreement for no more than two (2) additional one-year terms.

**SECTION III - COMPENSATION**

Section 3.1 In consideration for providing the Services referred to in SECTION I herein, MNWD agrees to compensate CONTRACTOR for such Services in accordance with the Schedule of Charges set forth in Exhibit B. Total amount paid for services rendered by CONTRACTOR for the initial Term shall not exceed the sum of **One Hundred Fifty Thousand Dollars (\$150,000)** ("Contract Amount") without the written approval of MNWD. Any optional extension(s) beyond the initial Term shall be compensated at no more than \$50,000 for each one-year extension.

Section 3.2 The Contract Amount shall include all business expenses that CONTRACTOR may incur while providing the services.

Section 3.3 CONTRACTOR shall submit no more than one invoice per month for payment. MNWD shall, within 30 days of receiving such invoice, review and pay all approved charges.

**SECTION IV - WARRANTY**

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

Section 4.2 CONTRACTOR's services will be performed in accordance with generally accepted 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 V - INSURANCE AND INDEMNIFICATION**

Section 5.1 General/ Automobile Liability Insurance. CONTRACTOR 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 CONTRACTOR, 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 5.2 Worker’s Compensation. By its signature hereunder, CONTRACTOR 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 CONTRACTOR will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR and subcontractors shall maintain throughout the term of this Agreement workers’ compensation insurance with limits no less than the statutory limits, and Employer’s Liability insurance with limits no less than One Million Dollars (\$1,000,000) per accident and per disease for their employees and shall file with the MNWD the certificate required by Labor Code Section 3700. The workers compensation/Employer’s Liability insurance shall be endorsed with a waiver of subrogation in favor of MNWD and its’ directors, officers, employees and representatives.

Section 5.3 Pollution Liability. Pollution liability 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. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. This coverage can be obtained through the Contractor’s Commercial General Liability policy by including the Limited Pollution Liability Extension ISO endorsement CG 2415 or its equivalent.

Section 5.4 Requirements of All Policies. All policies of insurance required under this Section 4 shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class XII, 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. CONTRACTOR shall provide 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 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-

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insurance maintained by the additional insureds shall be excess of the CONTRACTOR's (and its subcontractor's) insurance, and shall not contribute to such insurance.

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

### Section 5.5 Indemnity.

(a) To the fullest extent permitted by law, CONTRACTOR shall defend (with counsel reasonably approved by MNWD), 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 CONTRACTOR, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONTRACTOR'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, CONTRACTOR's duty of indemnification shall not extent to Claims arising from indemnitees' gross negligence, recklessness or willful misconduct. CONTRACTOR'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 allegedly arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

(b) In any and all claims against the indemnified Parties by any employee of the CONTRACTOR, 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 CONTRACTOR, or any subcontractor, or other person under workers' compensation acts, disability benefit acts, or other employee acts.

(c) CONTRACTOR'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 CONTRACTOR hereunder.

## **SECTION VI- TERMINATION OR ABANDONMENT**

This Agreement may be terminated in whole or in part in writing by MNWD provided that no

such termination may be affected unless the CONTRACTOR is given not less than ten (10) calendar day's written notice of intent to terminate. Additionally, MNWD may suspend performance by CONTRACTOR of any or all services listed in the Scope of Work under this Agreement by providing written notice to CONTRACTOR at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, CONTRACTOR shall immediately suspend any work or services hereunder, unless otherwise instructed by MNWD in such notice.

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

## **SECTION VII - GENERAL**

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

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

Section 7.3 Any notice required or permitted to be given hereunder if not otherwise specified herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service a hand delivery, and addressed to:

**MNWD:**

Moulton Niguel Water District  
P.O. Box 30203  
Laguna Niguel, CA 92607  
Attn: Director of Engineering

**CONTRACTOR:**

Athens Services  
12303 Montague Street  
Pacoima, CA 91331  
Attn: Matt Trouts

Section 7.4 California law shall govern the interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

Section 7.5 In the event an action is commenced by either Party to enforce its rights or obligations arising from this Agreement, the prevailing Party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all costs and

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expenses, including court costs, plus a reasonable amount for attorney's fees.

Section 7.6 If any section of this Agreement or provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

Section 7.7 It is expressly understood and agreed that CONTRACTOR is an independent contractor and not an employee of MNWD while engaged in carrying out this Agreement. CONTRACTOR warrants that it will not represent, at any time or in any manner, that CONTRACTOR is an employee or agent of MNWD. CONTRACTOR 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 CONTRACTOR.

Section 7.8 This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement or any interest herein shall be made by CONTRACTOR without prior written consent of MNWD.

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

**MOULTON NIGUEL WATER DISTRICT:**

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

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

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

Dated: \_\_\_\_\_

**ATHENS SERVICES:**

By: \_\_\_\_\_  
(Authorized Representative of Contractor)

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

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

Dated: \_\_\_\_\_

## **Exhibit A**

### Scope of Work

#### 1) Services Description

- Grit, Screening, and Class B Biosolids hauling and disposal from MNWD's 3A facility ("Facility"), located at:

26801 Camino Capistrano  
Laguna Niguel, CA 92677

- Firm to haul grit, screenings, and class B biosolids off site to an appropriate disposal site.
- Hauling services to be conducted daily or as directed by 3A operations staff.
- Firm shall be responsible for entire process of loading and unloading bins from 3A. (See Exhibit B for bin type).
- Firm shall be responsible for disposal location and availability.
- Firm shall be responsible for all communications and direct contact with the landfills.
- Firm shall be responsible for completing all documentation required by landfills or end users.
- Firm shall present a monthly invoice that includes a line item breakdown for each trip costs along with landfill disposal fees and weights for each trip.

#### 2) Services Required

- Firm shall always be accompanied by MNWD staff while on the Facility premises.
- Firm shall exercise due care to avoid damage to existing improvement or facilities, adjacent property, and trees and shrubbery.
- Firm shall conduct their operations as to offer the least possible obstruction and inconvenience to the public.
- Firm will not permit unauthorized persons on site for any reason.
- All workers are required to wear uniforms while working on the property; minimum to be shirts identified with the company name.

Exhibit B  
Schedule of Charges

Grit and Screenings - Bin Size 8' x 16' x 4' Roll Offs

- a Transportation Fees (Going to Simi Valley) Single Bin )Cost per trip \$904
- b Transportation Fees (Going to Yuma) Single Bin )Cost per trip N/A
- a Transportation Fees (Going to Simi Valley) Double bin using double trailer )Cost per trip \$1,059
- b Transportation Fees (Going to Yuma) Double bin using double trailer )Cost per trip \$2,535

Class B Biosolids - Bin Size 8' x 16' x 4' Roll Offs

- a Transportation Fees (Going to Simi Valley) Single Bin )Cost per trip \$904
- b Transportation Fees (Going to Yuma) Single Bin )Cost per trip N/A
- a Transportation Fees (Going to Simi Valley) Double bin using double trailer )Cost per trip \$1,059
- b Transportation Fees (Going to Yuma) Double bin using double trailer )Cost per trip \$2,535

Other Costs or Fees

Holiday or Weekend Surcharge 18.88% % above regular costs

Cancel Fee (within 12 hours of pick-up) \$97.46


Liners (if required) \$75 Per Roll

Description Disposal @ Simi Class B Price \$100 per Ton

Description Disposal @ Simi Grits Price \$100 per Ton

Description Disposal @ Yuma Class B/Grits Price \$65 per Ton

Notes

- 1) All pricing shall be guaranteed for the term of the contract
- 2) Any other anticipated costs or fees must be listed above or MNWD will not be responsible for payment of these extra costs
- 3) Costs shall be inclusive of all services described in Item 1 of RFQ  See supplemental "B"





Attachment "B" Price List  
\*\*Supplemental\*\*

Additional Services

- Profile Management (Both Grits and Bio Solids) NO CHARGE  
\*\*Including Submissions and all Renewals\*\*
- AB 901 RDRS Regulatory Reporting NO CHARGE  
\*\*Quarterly Reporting for Bio Solids Per AB 901\*\*
- Analytical Material Reporting responsibility of MNWD





