



# **moulton niguel water district**

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

**27500 La Paz Road, Laguna Niguel**

**August 22, 2019**

**6:00 PM**

**Approximate Meeting Time: 1 Hour**

**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.*

**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.*

**4. WASTEWATER AGREEMENT WITH EL TORO WATER DISTRICT**

It is recommended that the Board of Directors approve the Emergency Wastewater Overflow Connection Agreement subject to non-substantive changes approved by legal counsel; and authorize the General Manager to execute the agreement.

**5. AMENDMENT NO. 2 FOR THE REGIONAL TREATMENT PLANT SOUTHERLY SEWER IMPROVEMENTS**

It is recommended that the Board of Directors approve Amendment No. 2 to Task Order No. 18 of the As-Needed Engineering Services for Capital Improvement Program Implementation Agreement with Tetra Tech, Inc. in the amount of \$36,000 for a new not-to-exceed amount of \$184,900; authorize the General Manager or Assistant General Manager to execute the amendment; and to approve amendments up to 10% of the total task order amount.

6. ON-CALL INSPECTION SUPPORT SERVICES

It is recommended that the Board of Directors award the On-Call Inspection Support Services Agreement with MWH Constructors for a total not-to-exceed amount of \$300,000; authorize the General Manager or Assistant General Manager to execute the agreement; and to approve amendments up to 10% of the total contract value.

**TECHNICAL MATTERS:**

7. 2019 PUBLIC HEALTH GOALS

It is recommended that the Board of Directors review the Public Health Goals Report and authorize the setting of a Public Hearing for September 12, 2019 prior to consideration of approval of the Public Health Goals Report.

8. MULTI-HAZARD MITIGATION PLAN UPDATE (RESOLUTION 19-\_\_)

It is recommended that the Board of Directors:

1. Approve the resolution entitled, "Adopting the Orange County Regional Water and Wastewater Multi-Hazard Mitigation Plan";
2. Authorize the General Manager or Assistant General Manager to take any other action necessary to complete the Plan including incorporation of any comments from the State Office of Emergency Services and the Federal Emergency Management Agency; and
3. Authorize the General Manager or Assistant General Manager to prepare the required letter certifying adoption.

**ADMINISTRATIVE MATTERS:**

9. ADOPTION OF RESOLUTION RECOGNIZING THE HONORABLE CHARLEY WILSON (RESOLUTION 19-\_\_)

It is recommended that the Board of Directors approve the resolution entitled, "Recognizing the Honorable Charley Wilson".

10. ADOPTION OF RESOLUTION RECOGNIZING THE 10-YEAR ANNIVERSARY OF THE ORANGE COUNTY CHAPTER OF WATEREUSE CALIFORNIA (RESOLUTION 19-\_\_)

It is recommended that the Board of Directors approve the resolution entitled, "Recognizing the 10-Year Anniversary of the Orange County Chapter of WateReuse California".

**INFORMATION ITEMS:**

11. MONTHLY FINANCIAL REPORT

12. EMERGENCY REPAIRS UPDATE

**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**

**STAFF REPORT**

**TO: Board of Directors MEETING DATE: August 22, 2019**

**FROM: Rod Woods, Director of Engineering**

**SUBJECT: Wastewater Agreement with El Toro Water District**

**SUMMARY:**

Issue: Moulton Niguel Water District (MNWD) and El Toro Water District (ETWD) staff have developed an agreement that would allow wastewater to be conveyed from ETWD to MNWD if required.

Recommendation: It is recommended that the Board of Directors approve the Emergency Wastewater Overflow Connection Agreement subject to non-substantive changes approved by legal counsel; and authorize the General Manager or Assistant General Manager to execute the agreement.

Fiscal Impact: No impact.

Reviewed by Committee: Yes, recommended for approval at the Technical Committee Meeting on August 5, 2019

Reviewed by Legal: Yes

**BACKGROUND:**

The ETWD owns and operates its Oso Sewage Lift Station located near the intersection of El Toro Road and Aliso Creek Road within the City of Laguna Woods. The Oso Sewage Lift Station was constructed in the 1960s and is nearing the end of its useful life. Consequently, ETWD staff is proposing a project to replace the lift station in its entirety. In order to construct the replacement lift station, ETWD will need to bypass its existing lift station while a portion of the construction is performed.

## #4.

Wastewater Agreement with El Toro Water District

August 22, 2019

Page 2 of 2

A portion of MNWD's wastewater collection system, near the Aliso Creek Lift Station, is adjacent to ETWD's Oso Sewage Lift Station. Thus, it is possible to convey wastewater from ETWD's Oso Sewage Lift Station to MNWD's wastewater collection system by gravity. ETWD has requested that MNWD consider allowing ETWD to convey a limited amount of wastewater to MNWD's collection system during construction of its replacement lift station. Upon completion, the connection would remain in place as an emergency overflow connection to be used by ETWD in the event of a failure of its Oso Lift Station or sewage force main.

### **DISCUSSION:**

MNWD staff has confirmed there is available capacity in its wastewater collection system and Aliso Creek Lift Station. MNWD staff has worked closely with ETWD staff and legal counsel to develop the attached agreement. The significant terms of the agreement are as follows:

- ETWD will be responsible for all costs
- MNWD will review and approve the construction documents prior to construction of ETWD's Oso Sewage Lift Station
- ETWD will rehabilitate MNWD's existing manhole
- MNWD is not obligated to accept flows under certain operational conditions

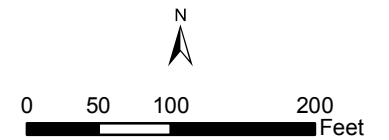
Attachments:

1. Location Map
2. Agreement between El Toro Water District and Moulton Niguel Water District Providing for Emergency Wastewater Overflow Connection





## Location Map - Wastewater Agreements with El Toro Water District



Scale = 1:1,600



Path: C:\GIS\Projects\Projects\_2019\ElToro\AlisoCreek\Info\Station\IR\Woods\Maps\Landscape\_Side\TitleBlock\_Letter.mxd





**AGREEMENT BETWEEN  
EL TORO WATER DISTRICT AND MOULTON NIGUEL WATER DISTRICT  
PROVIDING FOR EMERGENCY WASTEWATER OVERFLOW CONNECTION**

THIS AGREEMENT PROVIDING FOR EMERGENCY WASTEWATER OVERFLOW CONNECTION (“Agreement”) is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the EL TORO WATER DISTRICT (ETWD), and MOULTON NIGUEL WATER DISTRICT (MNWD) which are sometimes collectively referred to herein as the “Parties”, each a California water district formed and existing pursuant to Section 34000 *et seq.* of the California Water Code.

**RECITALS**

WHEREAS, ETWD’s service area boundary and MNWD’s service area boundary are adjacent to each other; and

WHEREAS, ETWD operates the Oso Lift Station on El Toro Road near the intersection of El Toro Road and Aliso Creek Road; and

WHEREAS, MNWD operates the Aliso Creek Lift Station on Aliso Creek Road near the intersection of El Toro Road and Aliso Creek Road; and

WHEREAS, due to the proximity of the MNWD wastewater collection system that is tributary to the Aliso Creek Lift Station and the ETWD Oso Lift Station, it is possible to convey wastewater from the ETWD Oso Lift Station to the MNWD wastewater collection system; and

WHEREAS, ETWD desires to connect to MNWD’s wastewater collection system in order to provide ETWD an emergency means to discharge wastewater from the ETWD Oso Lift Station; and

WHEREAS, the MNWD wastewater collection system and Aliso Creek Lift Station have adequate capacity to absorb the ETWD wastewater flow during non-rain events; and

WHEREAS, ETWD and MNWD desire to set forth the terms for an emergency overflow connection to the MNWD wastewater collection system to be used by ETWD in the event of a failure of the Oso Lift Station or Oso Lift Station force main.

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

**AGREEMENT**

1. The above Recitals are incorporated herein and made a part of this Agreement.
2. The cost for the preparation of engineering drawings and specifications, and construction of all work necessary to complete a one-way connection allowing emergency overflow from the ETWD Oso Lift Station to the MNWD wastewater collection system (hereafter “Wastewater Interconnection” as depicted in Exhibit “A” attached hereto and incorporated herein by reference) will be paid by ETWD. Said work shall include the rehabilitation of MNWD’s existing manhole, as described in Exhibit “A,” at ETWD’s sole cost. The plans, designs and construction documents for said work shall be subject to prior written approval by MNWD, which approval shall not be unreasonably withheld. Said review and approval shall not constitute any responsibility by MNWD for the plan, design, construction or operation of the Wastewater Interconnection or for compliance with any law, rule or regulation pertaining to the Wastewater Interconnection.
3. ETWD shall, at its sole cost, own, operate, maintain, repair and replace the Wastewater Interconnection from the point of connection at the Oso Lift Station to the point of connection to the MNWD wastewater collection system, all as shown in Exhibit “A”.
4. ETWD shall provide at least 48-hours prior notice to MNWD of its desire to activate the Wastewater Interconnection. ETWD’s activation will be through a manual operation. In the event of an emergency which requires shorter notice, ETWD shall provide notice as soon as reasonably possible prior to activation. Activation approval by MNWD shall not be unreasonably withheld. ETWD shall only convey flows which comply with all applicable laws, rules and regulations regarding quantity and quality of wastewater flows into a wastewater collection system. MNWD shall have the right to terminate flows into its wastewater collection system in the event it determines, in its reasonable discretion, that there is the threat or existence of violations of applicable legal or regulatory requirements.
5. The Wastewater Interconnection is anticipated to be designed to convey a peak flow rate of 150 gpm and an average daily flow rate of 75 gpm.
6. MNWD agrees to use its best efforts to accommodate the receipt of flows from the Wastewater Interconnection in the event of an activation request. In no event shall ETWD be permitted to convey flows through the Wastewater Interconnection in excess of 30 continuous days. MNWD shall not be required to accept flows in the event of regulatory, quantity or quality concerns as set forth above or in the event of rain (or scheduled rain) events, a pipeline break, pump station failure, significant power outage or other unplanned outage in MNWD’s service area that impacts the ability to accommodate the Wastewater Interconnection flow.
7. ETWD acknowledges and agrees that this Agreement provides only for the temporary conveyance of wastewater through the Wastewater Interconnection in the circumstances set forth herein. Nothing herein creates any implied dedication, transfer or other conveyance of any facilities or capacity in any facilities, or any other right or entitlement in or to capacity in MNWD’s wastewater system.

8. ETWD shall indemnify, defend and hold MNWD harmless from and against any and all claims or liabilities arising from ETWD's activation of the Wastewater Interconnection and the conveyance of flows into MNWD's wastewater collection system including, but not limited to, any alleged violations of regulatory requirements for quantity or quality, conveyance of flows in excess of the peak flow rate set forth herein, or any other overflow or spill events. Said indemnification and hold-harmless obligations shall not apply to any claims or liabilities arising out of the negligence, willful misconduct by MNWD or breach of this Agreement by MNWD. Said indemnification and hold-harmless obligations shall include, without limitation, all costs and attorney's fees incurred in the defense of any claim or action of proceeding brought against MNWD. For claims and liabilities other than as described in this paragraph 8, the following paragraph 9 shall apply.

9. Each party hereby agrees to mutually indemnify and hold the other party harmless from any and all claims, demands, causes of action, damages, costs and expenses, including attorneys' fees, property damage, bodily injuries, personal injury, losses or liabilities, in law or in equity, of every kind and nature to the extent that the same are the result of an error, omission or negligent act of the indemnifying party, its officers or employees, or any other person acting pursuant to such Party's control in performing under this Agreement.

10. The term of this Agreement shall be from the date of full execution of this Agreement by both Parties ("Effective Date") to the date which is 30 years from the Effective Date unless earlier terminated as set forth herein. This Agreement may be terminated by either Party, for any reason or nor reason, upon thirty (30) days prior written notice to the other party.

11. This Agreement may be amended only by a writing executed by both parties.

12. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

13. There shall be no third party beneficiaries to this Agreement. Nothing in this Agreement, either express or implied, is intended to confer upon any person or entity, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. This writing constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements, which may have been entered into between the Parties prior to the execution of this Agreement.

15. Any notice, or instrument required or permitted by this Agreement to be given or delivered to either Party shall be deemed to have been received when personally delivered or upon deposit of the same in any United State Post Office, registered or certified, postage prepaid, addressed as follows. Notice requirements under paragraphs 2 and 4 may be accomplished through a phone call followed by written confirmation via email and then by mail as set forth herein:

El Toro Water District  
24251 Los Alisos Boulevard  
Lake Forest, CA 92630  
Attn: General Manager

Moulton Niguel Water District  
27500 La Paz Road  
Laguna Niguel, CA 92677-3489  
Attn: General Manager

16. In the event it becomes necessary for either Party to bring legal action to enforce this Agreement, the prevailing Party shall be entitled to recover its attorney's fees and legal costs incurred in said proceeding.

17. If any portion, provision or part of this Agreement is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement, and shall not affect the validity or enforceability of such remaining portions, provisions or parts.

18. The representative of each Party signing this Agreement warrants and represents that he/she so executes and he/she is acting within the express scope of such authority.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, by authorization of their respective Boards of Directors, on the date and year hereinabove written.

EL TORO WATER DISTRICT

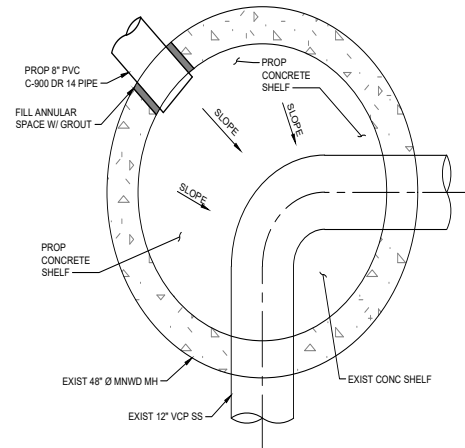
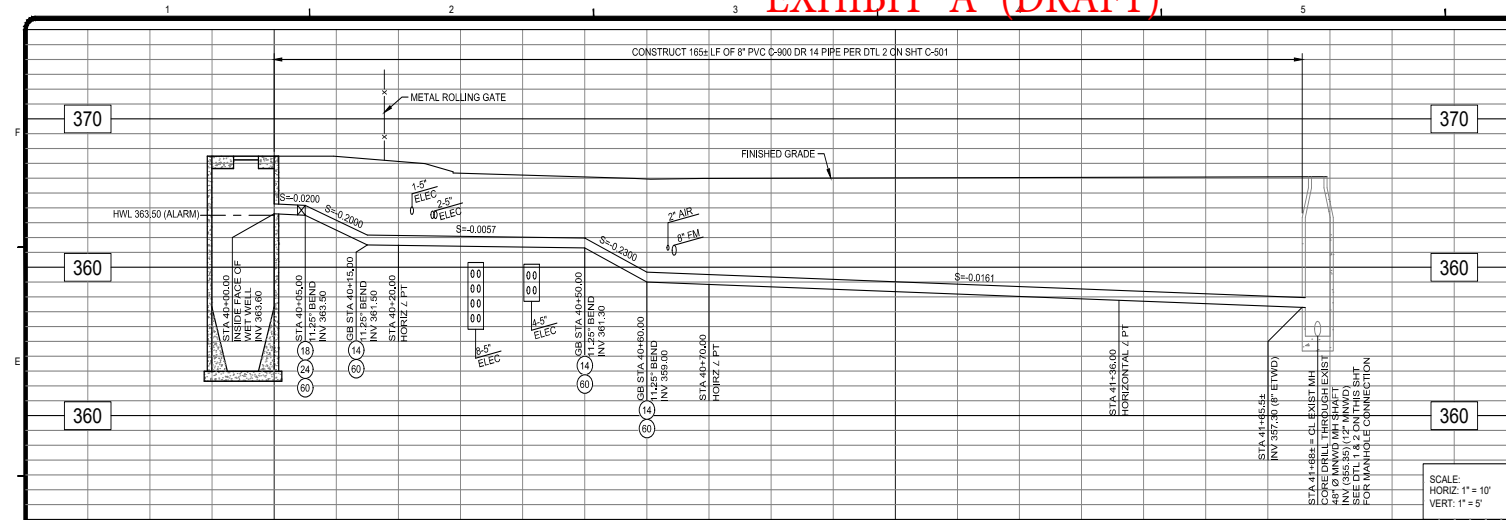
BY: \_\_\_\_\_  
Dennis Cafferty, General Manager

MOULTON NIGUEL WATER DISTRICT

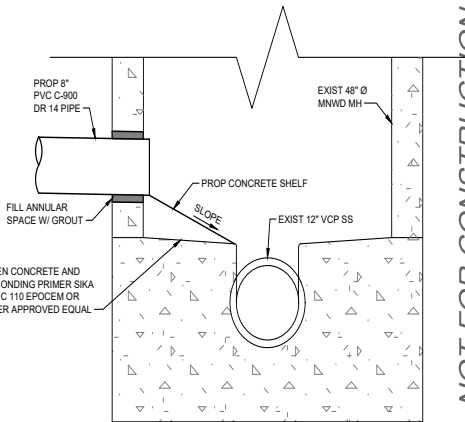
BY: \_\_\_\_\_  
Joone Lopez, General Manager



# EXHIBIT "A" (DRAFT)



MANHOLE CONNECTION DETAIL 1



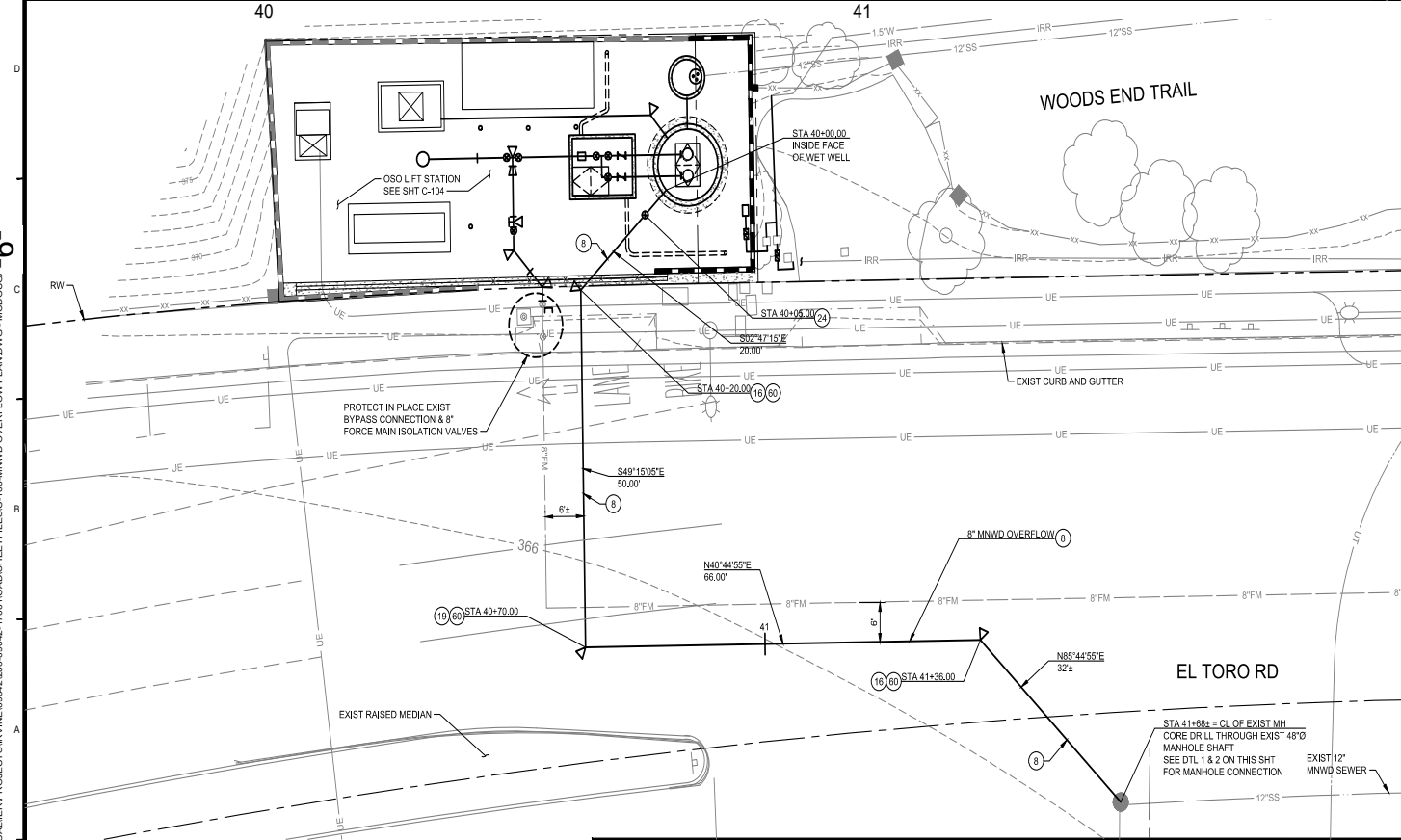
MANHOLE CONNECTION DETAIL 2

**CONSTRUCTION NOTES:**

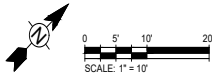
- PIPE AND FITTINGS**
- 8" 8" PVC, C-900 DR 14
  - 14" 8" DUCTILE IRON 11.25 DEGREE BEND (PO)
  - 16" 8" DUCTILE IRON 45 DEGREE BEND (PO)
  - 18" 8" DUCTILE IRON 11.25 DEGREE BEND (FLG X PO)
  - 19" 8" DUCTILE IRON 90 DEGREE BEND (PO)
- VALVES AND METERS**
- 24" 8" RW GATE VALVE W/ 2" AWWA NUT (BURIED) PER DTL 3 ON SHT C-502 (FLG X PO)
- MISCELLANEOUS**
- 60" CONCRETE THRUST BLOCK PER DTL 1 ON SHT C-502

**NOTE:**

1. ALL BURIED DUCTILE IRON PIPE SHALL BE EPOXY LINED AND ASPHALTIC COATED AND WRAPPED WITH TWO LAYERS OF POLYETHYLENE. ALL DUCTILE IRON PIPE WITHIN VALVE VAULT & WET WELL SHALL BE EPOXY LINED AND EPOXY COATED. ALL BURIED DUCTILE IRON FITTINGS SHALL BE EPOXY LINED AND COATED AND WRAPPED WITH TWO LAYERS OF POLYETHYLENE ENCASEMENT.



90% DESIGN SUBMITTAL - NOT FOR CONSTRUCTION



**TETRA TECH**

www.tetratech.com

17885 Von Karman Avenue, Suite 500  
Irvine, CA 92614-6213  
Tel: (949) 809-5000 Fax: (949) 809-5010



MARK	DATE	DESCRIPTION	BY

EL TORO WATER DISTRICT

OSO LIFT STATION IMPROVEMENT PROJECT

MNWD OVERFLOW PLAN AND PROFILE

Project No.: 200-99042-17001  
Designed By: EHS  
Drawn By: EHS  
Checked By: EHS

**#4**

C-1

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# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 22, 2019

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

**SUBJECT:** Amendment No. 2 for the Regional Treatment Plant Southerly Sewer Improvements

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### SUMMARY:

Issue: Board action is required to execute an amendment to Task Order No. 18 (TO-18) of the As-Needed Engineering Services for Capital Improvement Program Implementation Agreement with Tetra Tech, Inc. for the Regional Treatment Plant Southerly Sewer Improvements, Project No. 2018.027.

Recommendation: It is recommended that the Board of Directors approve Amendment No. 2 to Task Order No. 18 of the As-Needed Engineering Services for Capital Improvement Program Implementation Agreement with Tetra Tech, Inc. in the amount of \$36,000 for a new not-to-exceed amount of \$184,900; authorize the General Manager or Assistant General Manager to execute the amendment; and to approve amendments up to 10% of the total task order amount.

Fiscal Impact: Project No. 2018.027 is budgeted in Fund 7, Rehabilitation and Replacement, with a current project budget of \$1,775,000.

Reviewed by Committee: Yes, recommended for approval at Technical Committee Meeting on August 5, 2019.

Reviewed by Legal: Yes

## #5.

Amendment No. 2 for the Regional Treatment Plant Southerly Sewer Improvements

August 22, 2019

Page 2 of 3

### **BACKGROUND:**

The District's gravity sewer system conveys an average daily flow of 2.5 million gallons of wastewater to the Regional Treatment Plant (RTP) from the southern portion of its collection system. As part of work completed at the RTP by the South Orange County Wastewater Authority (SOCWA) in 2016, necessary improvements to the District's southerly gravity sewer system were identified, including rehabilitation of piping and manholes.

A project was subsequently developed to implement these improvements to the southerly sewers entering the RTP. The scope of work generally includes: the rehabilitation of several manholes; removal and replacement of a diversion structure and adjacent sewer main; cured-in-place pipe lining of the concrete pipes leading into the headworks; relocation of the existing digester gas pipelines; and sewer bypassing during construction. This project improves the District's overall operations and maintenance of the southerly gravity sewer system.

In July 2018, TO-18 was executed with Tetra Tech, Inc. for professional engineering services in the amount of \$139,000 for the design, preparation of construction documents, bid period support, and construction engineering services for the project. Amendment No. 1 to TO-18 was subsequently executed in October 2018 in the amount of \$9,900, for a new not-to-exceed amount of \$148,900, to include sewer flow monitoring services to better define the sewer bypassing requirements during construction.

### **DISCUSSION:**

In June 2019, District staff met with SOCWA staff to review the preliminary construction documents and coordinate the proposed project with other planned projects and activities at the RTP. It was agreed that several design revisions would allow for improved access to the work area and simplify the sewer bypassing during construction. These revisions are expected to result in savings during construction. Following a request by District staff, Tetra Tech prepared an amendment request to incorporate these revisions into the construction documents.

Staff has reviewed Tetra Tech's amendment request and confirmed that the additional work is prudent and that the corresponding fee adjustment is appropriate. Staff recommends that the Board approve Tetra Tech's Amendment No. 2 to TO-18 for additional engineering services, in the amount of \$36,000, for a new not-to-exceed contract amount of \$184,900.

Amendment No. 2 for the Regional Treatment Plant Southerly Sewer Improvements

August 22, 2019

Page 3 of 3

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	\$203,390*	\$184,900	\$18,490	\$203,390
Construction	\$1,546,610	\$1,546,610	\$0	\$1,546,610
Specialty Inspection	\$20,000	\$20,000	\$0	\$20,000
Legal, Permits, District Labor	\$5,000	\$5,000	\$0	\$5,000
<b>Totals</b>	<b>\$1,775,000</b>	<b>\$1,756,510</b>	<b>\$18,490</b>	<b>\$1,775,000</b>

\* \$91,772.75 has been expended to date.

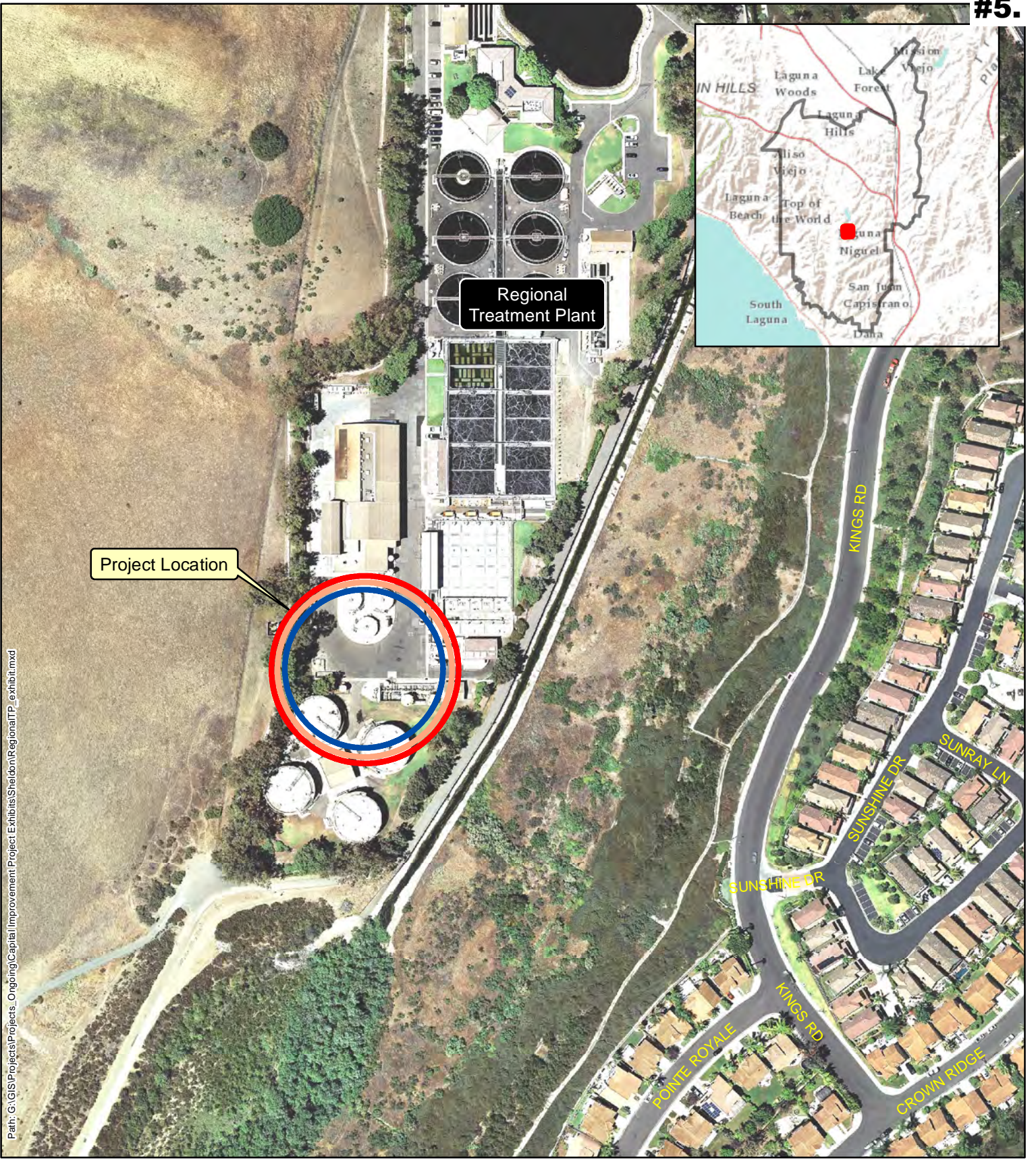
Currently Proposed Amount

Attachments:

1. Exhibit A – Location Map
2. Fully Executed As-Needed Engineering Services Agreement
3. Fully Executed TO-18
4. Fully Executed Amendment No. 1 to TO-18
5. Proposed Amendment No. 2 to TO-18







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Project Location

Regional Treatment Plant

KINGS RD

SUNSHINE DR

SUNSHINE DR

POINTE ROYALE

KINGS RD

CROWN RIDGE

SUNRAY LN



0 50 100 200 300 Feet

Scale = 1:2,200

Exhibit A  
Regional Treatment Plant  
Southerly Influent Sewer Improvements  
Contract No. 2018.027







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

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

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

**AGREEMENT**

**SECTION I – PURPOSE**

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

**SECTION II – SCOPE OF SERVICES AND PERFORMANCE**

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

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

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

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

## #5.

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

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

### **SECTION III – TASK ORDERS**

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

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

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

### **SECTION IV – ENGINEERING FEES**

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

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

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

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

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

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

## **SECTION V - TASK ORDER COMPLETION**

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

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

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

## **SECTION VI - DOCUMENTATION AND OWNERSHIP**

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

## #5.

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

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

### **SECTION VII - TERM**

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

### **SECTION VIII - TERMINATION OR ABANDONMENT**

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

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

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

### **SECTION IX - CONFIDENTIALITY**

#### **Section 9.1**

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

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

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

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

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

## **SECTION X - INSURANCE AND INDEMNIFICATION**

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

- (a) The retroactive date of the policy must be shown and must be before the dated date of this Agreement.
- (b) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of this Agreement or the Services.
- (c) If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, ENGINEER must provide extended reporting coverage for a minimum of three (3) years after completion of the Services. MNWD shall have the right to exercise at the ENGINEER's cost any extended reporting provisions of the policy should the ENGINEER cancel or not renew the coverage.
- (d) A copy of the claims reporting requirements must be submitted to MNWD prior to the commencement of any work or Services under this Agreement.

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

## #5.

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

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

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

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

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

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

Section 10.5 Indemnity. To the fullest extent permitted by law, ENGINEER shall defend (with counsel reasonably approved by the City), indemnify and hold MNWD and its officials, officers,

employees, agents and designated volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of ENGINEER, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the ENGINEER'S services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses, including but not limited to legal costs and expenses incurred by the in connection with any Claim or in enforcing the indemnity herein provided. Notwithstanding the foregoing, to the extent ENGINEER'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER. The ENGINEER'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all Services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by ENGINEER hereunder.

#### **SECTION XI - WARRANTY**

Section 11.1 ENGINEER is employed to render engineering services pursuant to this Agreement only, and any payments made to ENGINEER are compensation solely for such services as it may render and recommendations it may make in carrying out the work or Services. ENGINEER's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 11.2 In performing services under this Agreement, ENGINEER shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD. ENGINEER shall procure and maintain all permits, licenses and other governmental required certifications necessary for the performance of the Services, at the sole cost of ENGINEER.

Section 11.3 If the Project results in construction of any kind, the parties agree MNWD and ENGINEER shall be indemnified by the contractor for all claims, damages, losses and expenses arising out of or resulting from the contractor's performance of work including injury to any worker on the job site except for the negligence of MNWD or ENGINEER, such indemnity to be in accordance with MNWD's construction documents. MNWD and ENGINEER shall be named as additional primary insured(s) by contractor's General Liability Insurance policies without offset and all construction documents and insurance certificates shall include wording to such effect.

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

The Services to be performed by ENGINEER are intended solely for the benefit of MNWD. Nothing contained herein shall confer any rights upon or create any duties on the part of

## #5.

ENGINEER toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

### **SECTION XII – CALIFORNIA LABOR CODE REQUIREMENTS**

Section 12.1 ENGINEER is aware of the requirements of California Labor Code Sections 1720 et seq and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, ENGINEER agrees to fully comply with such Prevailing Wage Laws, if applicable. ENGINEER shall defend, indemnify and hold MNWD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the ENGINEER and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

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

### **SECTION XIII - GENERAL**

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

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

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

Section 13.4 Books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this Agreement shall be maintained by ENGINEER and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under this Agreement for inspection by MNWD.

Section 13.5 Any notice required or permitted to be given hereunder if not otherwise specified



herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service a hand delivery, and addressed to:

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

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

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

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

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

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

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

**#5.**

MNWD\_Tetra Tech PSA - OM16-17.051d On-Call Engineering Services (April 2017)

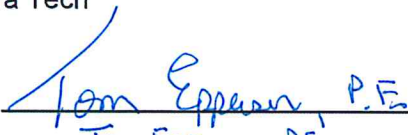
Section 13.11 The person signing this Agreement on behalf of each party hereto represents he/she has authority to sign on behalf of, respectively, MNWD or ENGINEER. This Agreement may be executed in counterparts, each of which shall be deemed an original.

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

Moulton Niguel Water District

By:   
Joane Lopez  
General Manager

Tetra Tech

By:   
Tom Epperson, P.E.  
Tom Epperson, P.E.  
Title: Vice President  
Water, Environment & Infrastructure

**EXHIBIT A****LIST OF APPROVED SUBCONSULTANTS**

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

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

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

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

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

EXHIBIT B

TASK ORDER FORM

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

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

Task Order No.: \_\_\_\_\_

Task Order Scope of Services:

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

Authorized Not-to Exceed Task Order Amount\*: \$ \_\_\_\_\_

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

Task Order Completion Date: \_\_\_\_\_

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

EXECUTED, ACKNOWLEDGE AND AGREED:

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

MNWD's Representative: Title

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

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

**EXHIBIT C**  
**FEE SCHEDULE**



2017  
HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

<b>Project Management</b>		<b>Construction</b>	
Project Manager 1	\$210.00	Construction Project Rep 1	\$78.00
Project Manager 2	\$240.00	Construction Project Rep 2	\$85.00
Sr Project Manager	\$305.00	Sr Constr Project Rep 1	\$100.00
Program Manager	\$305.00	Sr Constr Project Rep 2	\$115.00
Principal in Charge	\$305.00	Construction Manager 1	\$165.00
		Construction Manager 2	\$185.00
		Construction Director	\$233.00
<b>Engineers</b>		<b>General &amp; Administrative</b>	
Engineering Technician	\$37.00	Project Assistant 1	\$67.00
Engineer 1	\$96.00	Project Assistant 2	\$75.00
Engineer 2	\$115.00	Project Administrator	\$95.00
Engineer 3	\$130.00	Sr Project Administrator	\$110.00
Project Engineer 1	\$135.00	Graphic Artist	\$130.00
Project Engineer 2	\$165.00	Technical Writer 1	\$97.00
Sr Engineer 1	\$170.00	Technical Writer 2	\$124.00
Sr Engineer 2	\$175.00	Sr Technical Writer	\$155.00
Sr Engineer 3	\$210.00		
Principal Engineer	\$300.00		
<b>Planners</b>		<b>Information Technology</b>	
Planner 1	\$104.00	Systems Analyst / Programmer 1	\$77.00
Planner 2	\$115.00	Systems Analyst / Programmer 2	\$115.00
Sr Planner 1	\$125.00	Sr Sys Analyst / Programmer 1	\$130.00
Sr Planner 2	\$151.00	Sr Systems Analyst / Programmer 2	\$196.00
Sr Planner 3	\$175.00		
<b>Designers &amp; Technicians</b>		<b>Project Accounting</b>	
CAD Technician 1	\$65.00	Project Analyst 1	\$90.00
CAD Technician 2	\$75.00	Project Analyst 2	\$114.00
CAD Technician 3	\$90.00	Sr Project Analyst	\$155.00
CAD Designer	\$100.00		
Sr CAD Designer 1	\$118.00	<b>Reimbursable In-House Costs:</b>	
Sr CAD Designer 2	\$145.00	Photo Copies (B&W 8.5"x11")	\$ 0.15/Each
CAD Director	\$150.00	Photo Copies (B&W 11"x17")	\$ 0.40/Each
Survey Tech 1	\$50.00	Color Copies (up to 8.5"x11")	\$ 2.00/Each
		Color Copies (to 11"x17")	\$ 3.00/Each
		Compact Discs	\$10/each
		Large format copies	\$0.40 S.F.
<b>Health &amp; Safety</b>		Mileage-Company Vehicle	\$0.80/mile
H&S Administrator	\$95.00	Mileage-POV	\$0.55/mile*
Sr H&S Administrator	\$115.00		
H&S Manager	\$145.00		

\*current GSA POV mileage rate subject to change

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

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

NOTE: Rates subject to change annually.

04-Exhibit A - Hourly Rates



TASK ORDER – TO-18

Engineering Services for  
Regional Treatment Plant Southerly Influent  
Sewer Improvements  
CIP Project Number 2018.027

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

1.0 Task Order No.: TO-18

2.0 Task Order Scope of Services:

See Exhibit A for services details.

3.0 Fee and Fee Schedule:

Authorized Not-to Exceed Task Order Amount of One Hundred Thirty-Nine Thousand Dollars (\$139,000).

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

4.0 Project Schedule

Specific schedule details to be agreed upon between the parties.

5.0 Task Order Completion Date: April 30, 2020

6.0 Notice to Proceed Given: July 10, 2018

EXECUTED, ACKNOWLEDGED AND AGREED:

[Signature] DATE: 7/10/18  
MNWD's Representative: Joone Lopez, General Manager

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

[Signature] DATE: 7/05/18  
Signature



June 19, 2018

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

**Reference: Proposal for Engineering Services for Miscellaneous Improvements at Regional Treatment Plan for the Southerly Influent Sewers**

Dear Mr. Larsen:

Tetra Tech appreciates this opportunity to submit a letter proposal for providing engineering services for the miscellaneous improvements at the Regional Treatment Plant (RTP) for the southerly influent sewers. The services for this work shall be in accordance with our Agreement for On-Call Professional Engineering Services for Capital Program Work Implementation Agreement with the District, Agreement No. OM16-17.051d.

#### **PROJECT DESCRIPTION**

MNWD is concerned with the condition of the existing southerly influent sewers at South Orange County Wastewater Authority (SOCWA) Regional Treatment Plant. Recently, SOCWA constructed miscellaneous improvements on the northerly influent sewers at the RTP. These improvements included: rehabilitation of the northerly manholes Nos. 1 through 4; rehabilitation of the 42-inch sewer; and construction of new slide gates within the influent junction structure.

Assuming the condition of the southerly influent sewers are similar to the what the northerly influent sewers were prior to the recent rehabilitation work, MNWD desires to construct miscellaneous improvements to ensure the longevity of these facilities.

#### **BACKGROUND**

SOCWA previously hired Tetra Tech to design the 2014 and 2016 Miscellaneous Improvements at the RTP. The construction of these improvements has recently been completed. Due to this previous work at RTP and the extensive understanding of the issues encountered with the rehabilitation of these facilities, MNWD has requested Tetra Tech to provide a proposal to design the miscellaneous improvements for the southerly influent sewers at SOCWA's RTP. Tetra Tech has reviewed the Influent Junction Structure Condition Assessment prepared for SOCWA and prepared by V&A Consulting Engineers dated August 2017. Based on this report and discussions with MNWD, the following is a brief summary of the scope of work anticipated for the miscellaneous improvements to the southerly influent sewers:

- Construct new diversion structure for the existing dual 21" sewers (replace Manholes A, B, C and vault).
- Rehabilitate and/or construct new 33" southerly influent sewer upstream of the Influent Junction Structure.
- Rehabilitate Manhole No. 5
- Perform recommended rehabilitation of the Influent Junction Structure (IJS)
- Rehabilitate the three parallel 36-inch RCP effluent piping from the IJS to the headworks.



**SCOPE OF WORK**

Work shall consist of the following tasks:

**2.1 Project Administration/Management**

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

It is anticipated that the following meetings will be required: kick-off meeting; site visit to discuss condition of existing manholes and evaluate bypass options; meeting to discuss proposed improvements; site meeting to confirm bypass pumping and points of connection; meeting to discuss comments on 90% and 100% design submittals.

**2.2 Data Collection and Field Work**

Tetra Tech will review all available data, including as-built drawings. Tetra Tech will use the existing plans prepared for the 2016 Miscellaneous Improvements as the base map. Tetra Tech will be required to perform some survey work to expand the plan area between the existing digesters and will use Google image as needed. In addition, Tetra Tech will have the surveyor dip the existing manholes (Manholes A, B, C, and 5), existing diversion vault and the influent junction structure. Tetra Tech will make field measurements to augment the accuracy of these base maps.

**2.3 Develop Proposed Improvements**

Tetra Tech will prepare a brief technical memorandum summarizing the following proposed improvements:

- Replacement of the existing Manholes A, B, C and diversion vault with new diversion vault.
- Evaluate recommended replacement or rehabilitation of the 33-inch sewer upstream of Manhole No. 5.
- Summarize recommended rehabilitation of Manhole No. 5 (similar to northerly manholes).
- Recommended rehabilitation of 33-inch sewer from Manhole No. 5 to Influent Junction Structure.
- Summarize the rehabilitation work within the Influent Junction Structure.
- Evaluate options for the rehabilitation of the triple 36-inch RCP effluent piping, including: sliplining; CIPP; spiral-wound liner; new pipeline construction; or rehabilitation with added construction of concrete cap.
- Recommended bypass plan.

Tetra Tech will prepare exhibits showing the proposed improvements and feasible alternatives. Tetra Tech will prepare budgetary construction cost estimates for the recommended improvements. It should be noted that these costs will be conceptual in nature.

**2.4 Confirmation of Southerly Influent Flow Rate**

Tetra Tech will work with MNWD to determine a reasonable southerly influent flow rate to be included within the bypass requirements. In addition, it is recommended a typical daily flow pattern be provided to the Contractor.

## **2.5 Design Drawings**

Tetra Tech envisions the following design drawings:

- Title, Second (General Notes, Maps, Sheet Index), and Third Sheets (Legend, Abbreviations, Agency)
- Southerly Influent Sewer Overall Plan (Google map showing southerly sewers from junction of North Crown Valley Trunk and South Crown Valley Trunk using MNWD sectional maps)
- Access Site Plan with Photos
- Overall Site Plan
- Existing 33-inch Southerly Influent Gravity Sewer to Headworks Plan and Profile
- New Diversion Vault Plan and Section
- Demolition Plan and Section (Manholes A, B, C and diversion vault)
- Manhole No. 5 and Influent Junction Structure Rehabilitation Plan and Section/Detail
- Rehabilitation Plan and Profile of 33-inch influent sewer and triple 36-inch RCP sewers
- Pipe Rehabilitation Details and Miscellaneous Pipe Details
- Overall Temporary Bypass Plan
- New Diversion Vault Bypass and Piping Discharge Plans
- Influent Junction Structure Bypass Plan and Piping Discharge
- Miscellaneous Details
- Diversion Vault Structural Plan, Section and Details

## **2.6 Technical Specifications**

Tetra Tech will prepare the Contract Documents using the District's standard format, standard forms, standard agreement, standard bonds, complete General Provisions, pertinent Special Provisions, pertinent Technical Specifications, and pertinent Standard Drawings. The Specifications will include the work schedule, including the phasing of the work and maintaining sewage service.

## **2.7 Submittals**

For this project, Tetra Tech has assumed we will make three (3) submittals: 90% submittal; 100% submittal; and Final Contract Documents. The 90% submittal will include a substantially completed draft set of construction drawings and specifications. Two (2) full size hard copies will be submitted, together with a fully searchable electronic copy. The submittal will include a preliminary construction cost estimate.

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

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

## 2.8 Construction Cost Estimates and Schedule

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

## 2.9 Bid Period Support

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

## 2.10 Construction Phase Services

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

- A. Pre-Construction Meeting: Attend pre-construction meeting with the District and Contractor prior to beginning construction, and prepare agenda and minutes.
- B. Contractor's RFI: Respond to approximately twenty (20) Requests for Information from the Contractor and the District. Tetra Tech will prepare and maintain a RFI log, and distribute on a bi-weekly basis during construction.
- C. Shop Drawing Reviews: Review and provide comments on at most thirty (30) civil and ten (10) structural rebar submittals. Tetra Tech has assumed that each submittal will require a second review. Tetra Tech will prepare and maintain a shop drawing log, and distribute on a bi-weekly basis during construction.
- D. Site Visits: Tetra Tech has assumed a total of six (6) visits of two hours each as requested by District staff.
- E. Bypass Assistance: Tetra Tech will provide a total of sixteen (16) hours of bypass pumping assistance as requested by District staff.
- F. Record Drawings: At the conclusion of the construction, the District will provide Tetra Tech with a single, consolidated set of red-lines as-built drawings. Tetra Tech will prepare the final record drawings based on the same. Record drawings will be prepared in AutoCad. Three (3) full size sets of draft record drawings will be provided. Upon the District's review and approval, one (1) full size set of mylars with original signatures will be submitted. In addition, Tetra Tech will provide electronic files in both AutoCad (including all reference files) and PDF formats. Full size drawings and plans will be 22" x 34" such that 11"x17" prints are true half size.

## PROJECT TEAM

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

**SCHEDULE**

Tetra Tech can begin work immediately upon receipt of the written Notice to Proceed. The following is a summary of our proposed schedule assuming that we will receive the NTP by July 2, 2018.

- Submit Draft Memorandum 6 weeks from receipt of Notice to Proceed (NTP)
- Submit 90% Design Submittal 12 weeks from receipt of NTP
- Submit 100% Design Submittal 3 weeks from receipt of comments on 90% Submittal

**BASIS OF FEE**

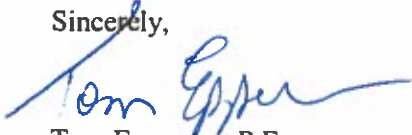
Tetra Tech will execute the work on a Time and Material Basis with a Not-to-Exceed Fee, based on the hourly rate schedule included in our On-Call Professional Engineering Services for Capital Program Work Implementation Agreement.

Out Not-to-Exceed Fee includes all labor, materials and other direct costs for all of the work anticipated.

<i>Task</i>	<i>Task Description</i>	<i>Fee</i>
2.1	Project Administration/Management/Meetings	\$ 15,400
2.2	Data Collection and Field Work	\$ 4,800
2.3	Develop Proposed Improvements	\$ 12,600
2.4	Confirmation of Flow Rates	\$ 1,300
2.5	Design Drawings	\$ 45,700
2.6	Technical Specifications	\$ 4,700
2.7	Submittals	\$ 2,800
2.8	Cost Estimates and Schedule	\$ 3,300
2.9	Bid Period Support	\$ 3,800
2.10	Construction Phase Services	\$ 44,600
<b>Total Not-to-Exceed Fee</b>		<b>\$139,000</b>

Attached is our hourly manpower spreadsheet per task. Thank you again for the opportunity of submitting this proposal as part of our On-Call Professional Engineering Services Agreement. If you have any questions or require additional information, please do not hesitate to give me a call.

Sincerely,



Tom Epperson, P.E.  
Project Manager

TLE:te

Attachment

M:\Management\Drafts\Epperson\MNWD Southerly Sewers at RTP Proposal

EXHIBIT B

Moulton Niguel Water District  
 Miscellaneous Improvements at Regional Treatment Plant for the Southerly Influent Sewers  
 Manhour and Fee Summary

Task	Task Description	Labor Hours by Staff Classification						Total Hours	Fees		
		PD	PC	E3	E1	CADD	Clerical		Labor	Reimb	Totals
<b>SCOPE OF WORK</b>											
2.1	<b>Project Administration and Management</b>										
	Project Administration (6 months) and including bi-weekly updates	4	6					10	\$2,210	\$0	\$2,210
	QA/QC	24						24	\$7,320	\$0	\$7,320
	Meetings (6 meetings)	12	12					24	\$5,640	\$230	\$5,870
2.2	<b>Data Collection and Field Work</b>										
	Design Survey		6	6	6			18	\$2,346	\$34	\$2,380
2.3	<b>Develop Proposed Improvements Memo</b>			2			1	3	\$355	\$2,065	\$2,420
2.4	<b>Confirmation of Influent Flow Rate</b>	2	20	40	16	12	5	95	\$12,537	\$63	\$12,600
2.5	<b>Design Drawings</b>		2	4	4			10	\$1,234	\$66	\$1,300
	General Sheets (3)		2	2	6	12		22	\$2,582	\$0	\$2,582
	Southerly Influent Sewer Overall Plan		1	2	4	12		19	\$2,225	\$20	\$2,245
	Access Site Plan with Photos		1	2	4	12		19	\$2,225	\$26	\$2,251
	Overall Site Plan			2	4	10		16	\$1,824	\$0	\$1,824
	Existing 33-inch Southerly Influent Gravity Sewer to Headworks, Plan and Profile		2	2	6	16		26	\$3,054	\$0	\$3,054
	New Diversion Vault Plan and Section	1	2	4	8	16		31	\$3,811	\$0	\$3,811
	Demolition Plan and Sections (Manholes A, B, C and Diversion Vault)		2	2	6	12		22	\$2,582	\$0	\$2,582
	Manhole No. 5 and Influent Structure Rehabilitation Plan and Section/Details		2	2	8	12		24	\$2,774	\$0	\$2,774
	Rehabilitation Plan and Profile of 33-inch Influent Sewer and Triple 36-inch RCP Sewers	1	2	4	8	16		31	\$3,811	\$0	\$3,811
	Pipe Rehabilitation Details and Miscellaneous Pipe Details		2	2	8	16		28	\$3,246	\$0	\$3,246
	Overall Temporary Bypass Plan		2	2	6	12		22	\$2,582	\$0	\$2,582
	New Diversion Vault Bypass and Piping Discharge Plans	1	2	4	6	12		25	\$3,147	\$0	\$3,147
	Influent Junction Structure Bypass Plan and Piping Discharge	1	2	4	6	12		25	\$3,147	\$0	\$3,147
	Miscellaneous Details		2	4	8	12		26	\$3,034	\$0	\$3,034
	Diversion Vault Structural Plan, Section and Details	2	4	10	12	16		44	\$5,610	\$0	\$5,610
2.6	<b>Specifications</b>	4	12	8			4	28	\$4,620	\$80	\$4,700
2.7	<b>Submittals (90%, 100% and Final)</b>		2	4	6	6	2	20	\$2,324	\$476	\$2,800
2.8	<b>Construction Cost Estimates and Schedule</b>	2	8	4	8			22	\$3,218	\$82	\$3,300
2.9	<b>Bid Period Support</b>	4	8	4		4	2	22	\$3,722	\$78	\$3,800
2.10	<b>Construction Phase Services</b>										
	Project Admin/Management during Construction Phase Services (assume 9 months)	4	8					12	\$2,540	\$0	\$2,540
	Pre-Construction Meeting	2	4					6	\$1,270	\$30	\$1,300
	Contractor's RF1 (20)	4	20	20				44	\$7,120	\$0	\$7,120
	Civil Shop Drawings (30)		30	60	12		6	108	\$14,472	\$0	\$14,472
	Structural Shop Drawings (10)	4	10	40			2	56	\$8,260	\$0	\$8,260
	Site Visits (6)	4	8					12	\$2,540	\$180	\$2,720
	Bypass Assistance	4	16					20	\$3,860	\$0	\$3,860
	Record Drawings				8	20	2	30	\$3,318	\$1,010	\$4,328
	<b>Totals</b>	<b>80</b>	<b>200</b>	<b>240</b>	<b>160</b>	<b>240</b>	<b>24</b>	<b>944</b>	<b>\$134,560</b>	<b>\$4,440</b>	<b>\$139,000</b>

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#5-







AMENDMENT NO. 1 to TASK ORDER TO-18

Preliminary Engineering Services for Regional Treatment Plant Southerly Influent Sewer Improvements CIP Project Number 2017.022 Tetra Tech

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

Whereas, Task Order No. TO-18 ("Task Order") was executed by MNWD on July 10, 2018, to provide preliminary engineering services for Regional Treatment Plant Southerly Influent Sewer Improvements Project with a Task Order Completion Date of April 30, 2020; and

Whereas, the authorized Not-to-Exceed fee for providing the services set forth in the Task Order was \$139,000; and

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

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

All terms and conditions of the original underlying Agreement and Task Order, shall remain in effect, with the exception of the additional scope as described herein and to increase the amount the Engineer may be paid by \$9,900, to a new Not-to-Exceed total Task Order amount of \$148,900.

Task Order Completion Date: April 30, 2020

Notice to Proceed Given: October 3, 2018

EXECUTED, ACKNOWLEDGED AND AGREED:

Signature of Joone Lopez, General Manager

DATE: 10/2/18

Signature of Tom Epperson P.E., Vice President
ENGINEER'S Authorized Representative - (print name/title here)

Signature of Tom Epperson

DATE: 10/1/18

EXHIBIT A



TETRA TECH

September 12, 2018

Mr. Sheldon Yu  
Moulton Niguel Water District  
26161 Gordon Road  
Laguna Hills, CA 92653

Reference: Regional Treatment Plant Southerly Influent Sewer Improvements  
Task Order No. 18  
Additional Budget for Flow Monitoring Services

Dear Mr. Yu:

Tetra Tech has been working on the Regional Treatment Plant Southerly Influent Sewer Improvements project, Task Order No. 18, since July 2018. To provide adequate bypass pumping requirements, flow monitoring services are required, which is outside the original scope of work. By this correspondence, Tetra Tech is requesting the approval of additional budget to proceed with the flow monitoring services.

The services for this work shall be in accordance with our Agreement for On-Call Professional Engineering Services for Capital Program Implementation Agreement with the District, Contract No. OM16-17.051d.

ADDITIONAL BUDGET

The additional budget request is outlined in this correspondence and ADS Environmental Services (ADS) attached proposal. The work required for this Task Order will be performed by ADS. ADS not-to-exceed fee for this additional work is \$7,950.

Tetra Tech will provide the project administration and contract management services for the work. The following is a summary of the anticipated effort that will be required by Tetra Tech:

Management Fee: 2 hours of Sr. Project Manager (@\$305/hour).  
4 hours of Project Coordinator(@\$165/hour).  
2 hours of Clerical (@\$95/hour).  
Misc. Printing/mileage: \$92.50

BASIS OF FEE

<i>Description</i>	<i>Total Fee</i>
ADS Not-to-Exceed Fee	\$ 7,950.00
5% Mark-up of Subconsultant	\$ 397.50
Tetra Tech Management/Administration	\$ 1,552.50
<b>Total Not-to-Exceed Amount</b>	<b>\$ 9,900.00</b>

With approval of this additional work, our approved budget will be increased from \$139,000 to \$148,900.


Tetra Tech, Inc.  
17885 Von Karman Avenue, Suite 500 Irvine, CA 92614-6213  
Tel 949 809 5000 Fax 949 809 5010 www.tetrattech.com

Mr. Sheldon Yu  
September 12, 2018  
Page 2

Thank you again for the opportunity of being part of the District's On-Call Professional Engineering Services for Capital Program Implementation Agreement with the District, Contract No. OM16-17.051d.

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

Sincerely,



Tom Epperson, P.E.  
Project Manager

TLE/tc

O:\Projects Irvine\09366-200-09366-17001-07- ProjMgmt\ Contracts\ Client\Southerly Sewers Amendment Request.docx

Attachment

TETRA TECH

#5.



4820 Mercury Street, Suite C • San Diego, CA 92111  
PHONE: 619.843.6931 • FAX: 858.277.9858

www.adscnv.com

A DIVISION OF ADS CORP

September 6, 2018

Matt Vera, PE  
Civil Engineer  
Tetra Tech  
17885 Von Karman Ave, Suite 500  
Irvine, CA 92614  
Direct: (949) 809-5055

**Re: Temporary Flow Monitoring Proposal  
Moulton Niguel Water District, CA**

Dear Mr. Vera,

We are pleased to have the opportunity to submit this letter proposal to conduct sewer flow monitoring for Tetra Tech, CA. ADS is uniquely qualified to assist you with this flow monitoring project, given our forty two years of experience performing similar projects throughout the country including extensive work in Southern California. Enclosed please find a detailed scope of work and pricing for your review.

Our proposal is valid for sixty (60) days and subject to the ADS standard terms and conditions for professional services which are attached for your review and signature.

We look forward to working with you on this and other future projects. Thank you for the opportunity to propose on your requirements. If you have any questions regarding this proposal, please do not hesitate to call me at (213) 393-8705.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Arvizu', written over a light blue horizontal line.

Robert Arvizu  
Business Development Manager

Enclosure



Tetra Tech, CA  
Temporary Flow Monitoring Proposal (MNWD)  
September 6, 2018  
Page 2

### **Proposed Scope of Work**

ADS Environmental Services (“ADS”) will provide temporary flow monitoring services at two (2) monitoring locations to collect seven (7) days of flow data for Tetra Tech, CA (“Tt”). The work will be performed in three phases as set forth below:

#### **Phase I – Mobilization**

- 1) **Kick-off Meeting.** Phase I will begin with a kick-off meeting between representatives of Tt and ADS. The purpose of the kick-off meeting is to discuss project scope, establish lines of communication, set milestones, and set the project schedule. (Conference call or email kickoff meeting for small projects)
- 2) **Site Locations.** ADS will work with Tt to identify/verify the location of monitor installations.
- 3) **Site Investigation.** Once the installation sites are provided to ADS, ADS field crew(s) will perform site investigations. ADS will utilize a 3-person field crew for fieldwork and comply with Federal standards for confined-space entry. The proposed flow monitoring location will be located, inspected, and verified for hydraulic suitability. ADS will also check for debris in the manhole that could impact data quality.
- 4) **Site Reports.** Site reports will be generated upon completion of the site investigations. The site reports will include a sketch of the general location, physical characteristics and diameters of the proposed monitoring locations, manhole depths, flow measurements, and other comments pertinent to the location such as any special traffic or safety issues. Final site locations to be approved by Tt.
- 5) **Equipment.** ADS will utilize the ADS® Model Triton™ flow monitor during the course of this project. A typical monitor installation will include an ultrasonic depth sensor that will be mounted at the invert of the pipe, a redundant pressure depth sensor mounted at the invert; and a Doppler velocity sensor also mounted at or near the invert.
- 6) **Monitor Activation.** Once installed, the monitors will be activated and set to take readings of at least 15-minute intervals. ADS Field crews will take manual depth readings with a ruler and velocity readings with a portable, instantaneous velocity meter in order to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location.



Tetra Tech, CA  
Temporary Flow Monitoring Proposal (MNWD)  
September 6, 2018  
Page 3

### **Phase II – Flow Monitoring**

- 1) **Flow Monitoring.** Once the monitors are installed and verified to be in working order, ADS will monitor the flows for a maximum period of seven (7) calendar days (“monitoring period”). This initial monitoring period can be extended based on mutual consent and written agreement of additional work and price for such additional work.
- 2) **Data Collection and Equipment Maintenance.** Field crews will return to each of the locations on a regular basis (e.g. weekly) to collect the data and perform site maintenance and site confirmations as necessary. ADS is an ISO 9001 certified company and has proprietary internal quality procedures for all fieldwork. This includes cleaning depth and velocity sensors, confirmations as needed, and checking an installation to make sure that the ring is secure in the pipe. The ADS data analyst will also review the data on a regular basis throughout the monitoring period.
- 3) **Demobilization.** Field crews will continue data collections and confirmations (as necessary) until the end of the monitoring period. Once authorized, crews will immediately begin removing the flow monitors and deliver final data to the data analyst.

### **Phase III – Data Editing and Reporting**

- 1) **Data Analysis.** Upon completion of the monitoring period, a trained ADS Data Analyst will analyze and finalize the data. The data analyst will directly calculate flow using the continuity equation from recorded depth and average velocity data. Flow quantities as determined by the continuity equation will be plotted. The analyst will also utilize scatter plots (depths vs. velocity readings) both to verify monitor accuracy.
- 2) **Data Delivery and Final Report.** ADS will prepare a Final Report in .PDF format of the flow data in tabular, hydrograph, and scattergraph format. Flow data in electronic format will also be provided.

NOTE: ADS's Flow monitors are capable of providing very accurate and precise (repeatable) flow data. However, under some complex hydraulic conditions such as frequent backwater, surcharging, reverse flows, and complex bends in the flow path leading to and from the associated manhole in which the flow monitor is placed, the accuracy of the data is diminished. It is important that the Client understands that ADS's temp flow monitoring equipment is some of the best available in capturing flow data in complex hydraulic situations, but that accuracy may be compromised in locations immediately upstream of pump stations or other locations where the above listed hydraulic conditions can sometimes be persistent.





Tetra Tech, CA  
Temporary Flow Monitoring Proposal (MNWD)  
September 6, 2018  
Page 4

**Tetra Tech & MNWD Responsibilities:**

- 1) Tetra Tech to coordinate with MNWD staff for the scheduling and access to the site of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required.\*
- 2) Assist in obtaining and pay for permits.
- 3) If sewer/storm line is dirty and full of debris, ensure that selected sites have been jet cleaned to minimize hydraulic deficiencies or select an alternate location.
- 4) Provide any known information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits.

\*Site access must be with MNWD staff present.

**Proposed Pricing**

The estimated fee to complete the Project Scope of Work is as Follows:

Phase	Description: Flow Monitor Study (2 Flow Monitors - 7 Days)	Cost
Mobilization	Mobilization of crews and equipment	
Flow Monitoring	Field investigation, installation, data collection, monitor maintenance for two (2) flow monitors for seven (7) days.	
Data Analysis and Final Report	Data analysis and preparation of a final report	
<b>Total Project Cost*</b>	<b>Two (2) flow monitors for seven (7) Days</b>	<b>\$7,950.00</b>

\*Pricing Assumptions: Mobilization of 20% of contract value is due within thirty days of contract effective date. Any applicable Federal, state, or local taxes are not included; No prevailing wages or W/MBE requirements; High traffic and standard traffic control requirements assumed (traffic cones and road sign); No night work assumed; Payment terms net 30 days.









AMENDMENT NO. 2 to TASK ORDER TO-18

Preliminary Engineering Services for  
Reginal Treatment Plant Southerly Influent  
Sewer Improvements  
CIP Project Number 2018.027  
Tetra Tech

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

Whereas, Task Order No. TO-18 ("Task Order") was executed by MNWD on July 10, 2018, to provide preliminary engineering services for the Regional Treatment Plant Southerly Influent Sewer Improvements Project with a Task Order Completion Date of April 30, 2020 with a Task Order not-to-exceed amount of \$139,000; and

Whereas, on October 2, 2018 the Task Order was amended to provide additional engineering services not included in the original Task Order, increasing the not-to-exceed total Task Order amount to \$148,900; and

Whereas, it is necessary to amend said Task Order to provide additional engineering services not included in the original or amended Task Order as set forth below, and extend the Task Order Completion Date to April 30, 2021.

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

All terms and conditions of the original underlying Agreement and Task Order shall remain in effect, with the exception of the additional scope as described herein and to increase the amount the Engineer may be paid by **\$36,000**, to a new not-to-exceed total Task Order amount of **\$184,900**.

**Amended Task Order Completion Date: April 30, 2021**

**Notice to Proceed Given:** \_\_\_\_\_

EXECUTED, ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
MNWD's Representative: Joone Lopez, General Manager

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

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

\_\_\_\_\_  
Signature

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



July 22, 2019

Mr. Sheldon Yu, P.E. Senior Engineer  
Moulton Niguel Water District  
26161 Gordon Road  
Laguna Hills, Ca 92653

**Reference: Regional Treatment Plant Southerly Influent Sewer Improvements  
Contract No. 2018.027, Task Order No. 18  
Additional Work Request**

Dear Mr. Yu:

Tetra Tech has been working on the Regional Treatment Plant (RTP) Southerly Influent Sewer Improvements Project since July 2018. The work was to be performed in accordance with our Agreement for On-Call Professional Services for Capital Program Implementation Agreement with the District (Contract No. OM16-17.051d), Task Order No. 18. The original approved budget was \$139,000. By Amendment No. 1, the District increased our approved budget by \$9,900 to perform flow monitoring services on the existing southerly influent sewers. Tetra Tech submitted 90% completion status plans to the District in late February 2019 and the 90% completion status specifications in April 2019.

On June 10<sup>th</sup>, the District and Tetra Tech met with South Orange County Wastewater Authority (SOCWA) and Moulton Niguel Water District (MNWD) to discuss the proposed project, including any coordination issues with other construction projects that are planned at the RTP. At the meeting, several additional work items and/or modifications to the plans were recommended to better achieve project goals and account for future construction activities at the plant. The following correspondence summarizes the additional work that was requested, and the corresponding additional budget required to perform this work.

**Additional Scope of Work**

**Task No. 1     *Improve Access/Staging/Parking***

With the completion of the recent SOCWA COGEN Improvements, the access to the proposed site of the new diversion structure and manhole improvements has been restricted due to the above ground methane, heat reservoir supply and return piping. The existing access between the two digesters and the digester building is less than twelve feet at the tightest location. Therefore, SOCWA has requested that the Contractor, for this project, access the work site from the south side of the RTP using the existing sewer easement access road from Crown Valley to the RTP. Getting access from the south side will also minimize any impact to SOCWA's contractors performing the planned Miscellaneous Improvements Project 2018/2019. In order to obtain a staging area, the Contractor will be required to: install a new gate; remove vegetation and perform minor grading; place decomposed granite/pea gravel; and maybe remove one tree. To get construction equipment to the work site, the Contractor will be required to remove additional trees and perform some grading on the west side of the existing digester. Performing this work will provide the necessary construction access and minimize coordination issues with other contractors performing work at the RTP.

The following is a summary of the additional work that will need to be performed to modify the plans for the staging area/improved access to the work site:

**Tetra Tech, Inc.**

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

Mr. Sheldon Yu, P.E., Senior Engineer  
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- Perform additional field work to identify: the existing improvements that may impact delivery of construction equipment from Crown Valley to the RTP perimeter fence; existing fencing, trees, shrubs, site improvements within staging area and west of the digester; and the limited access between the digester tanks;
- Perform additional site survey work to confirm grades at the staging area and the existing slope west of the southerly digester tank;
- Prepare Access Plan from Crown Valley to the RTP with photographs of key locations and key access notes;
- Modify the Access Plan within the current drawings (C-102) to be the secondary access with the primary access being from Crown Valley and add note that no spread axel trailers allowed;
- Prepare Staging Plan showing the new gate, limits of tree and shrub removal, minor grading, placement of DG, and irrigation system relocation;
- Prepare Construction Equipment Access Plan showing the slope grading and tree removal required to obtain access on the west side of the digester tank;
- Prepare Digester Classification Area Plan showing Class I Division I and Division II Areas;
- And prepare final staging area/west slope restoration plan;

To perform this additional work, Tetra Tech is requesting a budget increase of **\$17,200** be approved.

**Task No. 2**      ***Relocation of Methane Piping***

SOCWA provided a brief description of the criticalness of the relocation of the existing methane piping within the work area. The plans will need to be modified to show the temporary bypassing connection that can be installed by SOCWA to extend the duration of the outage as well as details for the permanent relocation of the above ground methane piping to keep it from conflicting with the new improvements.

The following is a summary of the additional work that will need to be performed to modify the plans accordingly:

- Perform additional field work to identify: the location of the proposed connection points; detail the existing pipe supports; and identify existing trees/improvements that will need to be protected or removed to perform the work;
- Perform additional site survey work to confirm existing grades to ensure the positive drainage of the relocated piping;
- Research the existing COGEN plans for appropriate details and specifications for the relocation and pipe supports for the methane piping; and
- Prepare Methane Piping Relocation Plan, Details and Specifications.

To perform this additional work, Tetra Tech is requesting a budget increase of **\$8,500** be approved.

Mr. Sheldon Yu, P.E., Senior Engineer  
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**Task No. 3      *Revise Bypass Piping Plan (Relocate Discharge)***

Because of the other work being perform in the 2014 and 2016 miscellaneous projects, Tetra Tech had prepared details to discharge the bypass pumping flows to the headworks. To discharge to the headworks, the above ground bypass piping would have restricted access to the potential staging area east of the digester tanks as well as impact access to the headworks. SOCWA requested that the bypass piping discharge to the influent junction structure instead of the headworks.

The following is a summary of the additional work that will need to be performed to modify the plans accordingly:

- Perform additional field work to identify the existing facilities between the proposed location of the bypass pumps and the influent junction structure (i.e. facilities adjacent to the digester south of the influent junction structure);
- Modify Drawing C-109 to show the revised discharge location;
- Modify Drawing C-110 to show the new detail for the discharge to the influent junction structure.

To perform this additional work, Tetra Tech is requesting a budget increase of **\$4,600** be approved.

**Task No. 4      *Metering of Southerly Sewers***

To assist with the chemical dosing within the treatment plant, SOCWA requested that a meter be added to the southerly sewers; this will most likely require adding a manhole between Manhole B and Manhole No. 5 for metering the flow.

The following is a summary of the additional work that will need to be performed to modify the plans accordingly:

- Evaluate options for metering the flow: a transducer verses metering flow within a manhole;
- Perform additional field work to identify tree removal and temporary grading to construct a new manhole over the existing sewer 33-inch VCP sewer;
- Modify the following drawings to show new manhole: C-103; C-107; C-109; and C-110;
- And prepare a site plan of the new manhole and corresponding detail.

To perform this additional work, Tetra Tech is requesting a budget increase of **\$5,700** be approved.

Mr. Sheldon Yu, P.E., Senior Engineer  
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**Requested Additional Budget**

Tetra Tech is requesting the following not-to-exceed budget authorization to compensate us for this additional work. A breakdown of the requested budget authorization for each task is provided below:

<i>Task No.</i>	<i>Task Description</i>	<i>Additional Budget</i>
1	Improve Access/Staging/Parking	\$ 17,200
2	Relocation of Methane Piping	\$ 8,500
3	Revise Bypass Piping Plan (Relocate Discharger)	\$ 4,600
4	Metering of Southerly Sewers	\$ 5,700
<b>Total Additional Budget Amount</b>		<b>\$ 36,000</b>

By authorizing the above additional budget amounts, Tetra Tech’s authorized budget amount will be increased from \$148,900 to **\$184,900**.

We have also included our hourly manpower spreadsheet per task.

Thank you for the opportunity of being part of the District’s On-Call Professional Engineering Services for Capital Program Implementation Agreement with the District.

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

Sincerely,

Tom Epperson, P.E.  
Project Manager

TLE/te  
P:200-09366-17001-07/ProjMgmt/Correspondence/Additional Work Request

Attachment

**Moulton Nigeul Water District**  
**Regional Treatment Plant Southern/ Influent Sewer Improvements**  
**Additional Work Request**  
**Fee Proposal**

Task Description							Fees		TOTALS
	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	CADD/MWP	Total Hours	Labor	Sub-Contractors Re-inburseables	
<b>1 Improve Access/Staging/Parking</b>									
Additional Field Work	1	0	4	4	0	9	\$1,425	\$40	\$1,465
Additional Site Survey Work	0	0	1	0	1	2	\$265	\$2,130	\$2,395
Prepare Access Plan from Crown Valley	1	0	2	4	12	19	\$2,295	\$40	\$2,335
Modify Access Plan (C-102)	0	0	1	2	4	7	\$795	\$0	\$795
Prepare Staging Plan	1	0	4	8	16	29	\$3,485	\$40	\$3,525
Prepare Construction Equipment Access	0	0	2	8	12	22	\$2,450	\$40	\$2,490
Prepare Digester Classification Area Plan	0	0	2	4	8	14	\$1,590	\$40	\$1,630
Prepare Staging/West Slope Restoration	1	0	2	6	12	21	\$2,525	\$40	\$2,565
<b>2 Relocation of Methane Piping</b>									
Additional Field Work	0	0	2	2	0	4	\$560	\$40	\$600
Additional Site Survey Work	0	0	0	0	1	1	\$100	\$1,660	\$1,760
Research COGEN Plans	0	0	2	4	0	6	\$790	\$0	\$790
Prepare Methane Piping Relocation Plan	2	4	6	10	16	38	\$5,310	\$40	\$5,350
<b>3 Revise Bypass Piping Plan</b>									
Additional Field Work	0	0	2	2	0	4	\$560	\$20	\$580
Modify Drawing C-109	1	0	2	4	8	15	\$1,895	\$0	\$1,895
Modify Drawing C-110	1	0	2	6	8	17	\$2,125	\$0	\$2,125
<b>4 Metering of Southern Sewers</b>									
Evaluate Options	1	0	2	4	0	7	\$1,095	\$0	\$1,095
Additional Field Work	0	0	2	2	0	4	\$560	\$20	\$580
Modify Drawings (four sheets)	0	0	0	4	10	14	\$1,460	\$0	\$1,460
Prepare site plan and detail	1	0	2	6	12	21	\$2,525	\$40	\$2,565
Additional Budget Request									
	10	4	40	80	120	254	\$31,810	\$4,190	\$36,000
<b>TOTAL</b>									
	10	4	40	80	120	254	\$31,810	\$4,190	\$36,000

#5.





# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 22, 2019

**FROM:** Rod Woods, Director of Engineering  
Steve Merk, Engineering Superintendent

**SUBJECT:** On-Call Inspection Support Services

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### SUMMARY:

Issue: Board action is required to execute an On-Call Inspection Support Services Agreement with MWH Constructors.

Recommendation: It is recommended that the Board of Directors award the On-Call Inspection Support Services Agreement with MWH Constructors for a total not-to-exceed amount of \$300,000; authorize the General Manager or Assistant General Manager to execute the agreement; and to approve amendments up to 10% of the total contract value.

Fiscal Impact: Funds are included in the FY 2019-20 Operating Budget.

Reviewed by Committee: Yes, recommended for approval at the Technical Committee Meeting on August 5, 2019.

Reviewed by Legal: Yes

### BACKGROUND:

The Engineering Department inspection staff oversees inspection services for all capital improvement, private development, and emergency repair projects. Staff also oversees the locating and marking of District facilities for Underground Service Alerts (USA). To ensure that each activity is completed in a timely manner and in accordance with District’s standards, inspection support services are utilized to assist staff during peak periods of construction activity.

In June 2017, following a competitive solicitation, the Board awarded contracts to both Krieger & Stewart and Vali Cooper & Associates to provide these services. Since that time, there has been an increase in CIP and private development projects

## #6.

### On-Call Inspection Support Services

August 22, 2019

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requiring inspection, as well as a substantial increase in the number of underground service alerts due to new fiber optics being installed throughout the District's service area.

#### **DISCUSSION:**

In order to continue to provide high quality inspection and support of CIP and private development projects, and to meet the District's obligations for USA response and markings, staff solicited pricing and availability of qualified inspectors from Vali Cooper & Associates, Dudek, MWH Constructors, and Butier. The hourly rates and corresponding annual estimates are summarized in the table below.

<b>Summary of Pricing for On-Call Inspection Services</b>		
<b>Firm</b>	<b>Hourly Rate</b>	<b>Annual Fee Estimate</b>
Dudek	\$129	\$268,320
MWH Constructors	\$130	\$270,400
Butier	\$143	\$297,440
Vali Cooper & Associates	\$170	\$353,600

Staff has reviewed the available inspectors and inspection fees provided and recommends that the District enter into an On-Call Inspection Support Services Agreement with MWH Constructors for a total not-to-exceed-amount of \$300,000. MWH Constructors has provided exemplary services for the District in the past.

#### Attachments:

1. On-Call Inspection Support Services Agreement
2. Vendor Contact List

**AGREEMENT BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
MWH CONSTRUCTORS FOR  
ON-CALL INSPECTION SUPPORT SERVICES  
CONTRACT NO. OM19-20.009**

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 MWH Constructors ("Consultant"). MNWD and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**SECTION I – PURPOSE**

CONSULTANT shall provide as-needed inspection support services to MNWD in connection with the implementation of MNWD projects (the "Services") on a time and material basis, as such term is defined and applied under this Agreement. This Agreement, including all attached Exhibits form the Agreement between the Parties ("Agreement").

**SECTION II – TERM**

The term of this Agreement shall be from the Effective Date and shall remain in effect for a period of one (1) year thereafter, 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 on a time and material bases at a set rate of \$130 an hour. The total compensation shall not exceed **Three Hundred Thousand Dollars (\$300,000)** 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.

## #6.

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 Jesus Sosa, 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: Jesus Sosa. 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, 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,

## #6.

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, 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,



## #6.

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. 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

## #6.

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:**

MWH Constructors  
300 N. Lake Ave., Suite 400  
Pasadena, CA 91101  
Attn: Randy Lovan

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.

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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.

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:**

**MWH CONSTRUCTORS:**

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

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

(Authorized Representative of  
Consultant)

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

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

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

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

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

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

**EXHIBIT A**

**SCOPE OF SERVICES**

This agreement covers a range of projects and services which consist of, but are not limited to the following activities:

1. **General Inspection** – For general inspection of Capital Improvement Program projects, provide inspection support and expertise on civil, structural, mechanical, and electrical portions of the project to verify compliance with the Contract Documents as requested by the District.
  - A. Observe the jobsite for compliance with safety requirements. Inform the District of any concerns or problems observed concerning site or job safety.
  - B. Verify that all deliveries and installation of equipment and materials conform to the Contract Documents and approved shop drawings.
  - C. During welding operations, verify certifications, joint preparation, electrode types, and finished product comply with the Contract Documents.
  - D. During mechanical anchorages, verify materials and installation procedures comply with the Contract Documents, approved submittals, and manufacturer's recommendations.
  - E. Take digital photographs during key points in the construction to document the progress and submit photo files on a CD with the final report.
  - F. Locate and identify existing District facilities for Underground Service Alert.
  - G. Read and understand construction plans, prepare as-built drawings, and inspection reports, and is familiar with standard specifications for construction of domestic water, sewer, and reclaimed water facilities.
  - H. Prepare punch list for final release; receive and file appropriate construction drawings.
  - I. Assist with the review of land development projects for District's standards compliance.
  - J. Prepare record drawings, daily construction reports, and other written reports as necessary for construction activities.
  - K. Attend and conduct pre-construction meetings and any other construction related meetings.
  - L. Coordinate work with District staff and inspectors to keep them informed on the water system and how it relates to other District pipelines, facilities, and other District operations.









# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 22, 2019

**FROM:** Matt Collings, Assistant General Manager  
Todd Novacek, Director of Operations

**SUBJECT:** 2019 Public Health Goals

### SUMMARY:

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

Recommendation: It is recommended that the Board of Directors review the Public Health Goals Report and authorize the setting of a Public Hearing for September 12, 2019 prior to consideration of approval of the Public Health Goals Report.

Fiscal Impact: None

Reviewed by Committee: Presented at the Technical Committee Meeting on August 5, 2019.

Reviewed by Legal: No

### BACKGROUND:

In accordance with the California Health and Safety Code mandate, a Public Health Goal Report is to be prepared every three years. The previous Report was prepared and adopted by the District in 2016. The attached report is intended to provide additional information to the public regarding the District’s drinking water quality, in addition to the Annual Water Quality Reports mailed to each customer during the month of June.

The Report compares the District’s drinking water quality with Public Health Goals (PHGs) adopted by California Environmental Protection Agency’s (EPA) Office of Environmental Health Hazard Assessment (OEHHA) and with maximum contaminant level goals

## **#7.**

2019 Public Health Goals

August 22, 2019

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(MCLGs) adopted by the EPA. PHGs and MCLGs are not enforceable standards and no action to meet them is mandated.

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

The law requires that a public hearing be held (which can be part of a regularly scheduled public meeting) for the purpose of accepting and responding to public comments on the report. This public hearing will be scheduled as part of the District's regular board meeting on September 12, 2019 and will be noticed as required for public hearings.

Attachment: MNWD 2019 Report on Water Quality Relative to Public Health Goals

MOULTON NIGUEL WATER DISTRICT  
2019 REPORT ON WATER QUALITY RELATIVE TO PUBLIC  
HEALTH GOALS

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

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

**Background:**

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

There are a few constituents that are routinely detected in water systems at levels usually well below the drinking water standards for which no PHG or MCLG has yet been adopted by the OEHHA or EPA including Total Trihalomethanes. These will be addressed in a future report once a PHG has been adopted.

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

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

**Water Quality Data Considered:**

All of the water quality data collected in MNWD's water system between January 1, 2016 and December 31, 2018 for purposes of determining compliance with drinking water standards was considered. This data was summarized in MNWD's 2016, 2017, and 2018 Annual Water Quality Reports, which were made available to all of our customers during the months of June and July of each year.

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## **Best Available Treatment Technology and Cost Estimates:**

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

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

The water distributed by MNWD during the period met the MCLs for these constituents. During the 2016-2018 period, our supplier detected minor levels of Gross Alpha, Gross Beta, and Uranium radiologicals, Bromate, Chlorite and non-violation Coliform Bacteria, as indicated below:

Parameter	Units	State or Federal	PHG or (MCL	Range Average	2016	2017	2018	PHG Report
Gross Alpha (particle activity)	pCi/L	15	(0)	Range Average	ND – 4 ND	6.2	4.50 - 4.5	<b>YES</b>
Gross Beta (particle activity)	pCi/L	50	(0)	Range Average	4 – 6 5	ND ND	ND ND	<b>YES</b>
Uranium (particle activity)	pCi/L	20	0.43	Range Average	2 - 3 3	2 - 3 2.7	2 – 2.8 2.4	<b>YES</b>
Coliform Bacteria	%	5.0	(0)	Highest Monthly	.79	.79	.79	<b>YES</b>
Bromate	ppb	10	.01	Range Average	ND ND	1.8 - 3.0 2.3	ND – 4.7 2	<b>YES</b>
Chlorite	ppm	1	0.05	Range Average	ND ND	.05 - .60 .18	.04 - .26 .18	<b>YES</b>

pCi/L = picocuries per liter

ppm = parts per million

ppb = parts per billion

ND = Not Detected

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

**Gross Alpha (particle activity):**

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

**Gross Beta (particle activity):**

While MNWD continues to meet the compliance requirements for Gross Beta, other health impacts are possible, cancer has been recognized as the major health effect of most studied radionuclides. Moreover, risk assessment procedures to estimate the cancer risk from radionuclides have been well developed. Thus, cancer is the principal endpoint that will be used to evaluate the health risk from beta particle/photon emitters. Cancer risk estimates for exposure to beta/photon radioactivity vary with particle energy and how certain organs handle that energy.

Therefore, risk-based health protective values vary for the different beta/photon emitting isotopes.

**Uranium (particle activity):**

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

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

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

**Coliform Bacteria:**

The following discussion relates to the detection within the water system of coliform bacteria above the MCLG for coliform. MNWD collects between 124-155 samples each



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

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

While EPA normally sets MCLGs “at a level where no known or anticipated adverse effects on persons would occur,” they indicate they cannot do so with coliforms. Coliform bacteria are indicator organisms that are ubiquitous in nature and are not generally considered harmful. They are used because of the ease in monitoring and analysis. If a positive sample is found, it indicates a potential problem that needs to be investigated and follow up sampling must be performed. It is not unusual for a system to have an occasional positive sample.

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

Other equally important measures that MNWD has implemented include an effective cross-connection control program, maintenance of a disinfectant residual throughout our system, an effective monitoring and surveillance program and maintaining positive pressures in our distribution system.

MNWD has installed disinfection residual systems at many of its reservoir sites and is in the process of upgrading these facilities. These systems help maintain higher disinfectant residuals throughout the entire distribution system. The total capital cost to rebuild these systems is approximately \$25.5 million dollars. MNWD’s annual operating cost for providing this best available treatment technology is approximately \$270,000 dollars.

MNWD’s system has already taken all the steps described by DDW as “best available technology” for coliform bacteria.

### **Bromate**

The MCL for bromate is 10 ppb, the MCLG is zero, the PHG is 0.1 ppb, and the DLR is 1 ppb. MNWD complies with the MCLs that are set by the State. Bromate is formed when water containing naturally occurring bromide is treated with ozone for disinfection. Bromate was detected in water supplied by the Metropolitan Water District of Southern California (MWD) with average concentrations ranging from ND to 4.7 ppb.

OEHHA has determined that the health risk associated with concentrations at the PHG is equivalent to 1 excess case of cancer in 1,000,000 people. The health risk associated with bromate at the MCL is equivalent to one excess cancer case per 10,000 people.

The BAT for reducing bromate levels is ozone control. MWD already operates their treatment plants with the goal of minimizing the production of bromate. However, ozone

must be maintained at certain levels for proper disinfection of the water. More advanced treatment such as coagulation and filtration, granular activated carbon, or reverse osmosis would be required to achieve levels below the PHG. If reverse osmosis was selected for bromate remediation at each affected water source, it would be a substantial increase in cost for MNWD's customers. No further treatment programs are planned at this time because:

- Bromate levels are well below the state and federal drinking water standards;
- Extraordinary construction and maintenance efforts would be required to install and operate treatment systems; and
- Treatment may not reduce existing concentrations to levels below the PHG.

### **Chlorite**

The State of California has a chlorite MCL of 1.0 mg/L and a PHG of 0.05 mg/L. Chlorite ranged from 0.04 to 0.26 mg/L. The levels detected were always below the MCL. Chlorite is a disinfection byproduct produced in the treatment of drinking water with chlorine dioxide. MNWD complies with the requirements set by the EPA.

The PHG is based on hematological effects observed in offspring at 3 mg/kg-day and higher in a two-generation rat reproductive study. There are no acceptable carcinogenicity studies on chlorite. Several of these studies (subchronic, chronic, and developmental) reveal that oral exposure to chlorite can result in significant hematological, endocrine, reproductive, and gastrointestinal effects as well as changes in neurobehavioral development.

The best available technology (BAT) to lower the levels of Chlorite would be reverse osmosis. Since the levels are already below the MCL, reverse osmosis would be required to attempt to lower the levels to below the PHG. Please note that accurate cost estimates are difficult, if not impossible, and are highly speculative and theoretical.

### **Recommendations:**

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





# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 22, 2019

**FROM:** Rod Woods, Director of Engineering  
Todd Novacek, Director of Operations

**SUBJECT:** Multi-Hazard Mitigation Plan Update

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### SUMMARY:

Issue: Board action is required to adopt the updated Orange County Regional Multi-Hazard Mitigation Plan.

Recommendation: It is recommended that the Board of Directors:

1. Approve the resolution entitled, "Adopting the Orange County Regional Water and Wastewater Multi-Hazard Mitigation Plan";
2. Authorize the General Manager or Assistant General Manager to take any other action necessary to complete the Plan including incorporation of any comments from the State Office of Emergency Services and the Federal Emergency Management Agency; and
3. Authorize the General Manager or Assistant General Manager to prepare the required letter certifying adoption.

Fiscal Impact: No fiscal impact.

Reviewed by Committee: Presented at the July 11, 2019 Board of Directors Meeting.

Reviewed by Legal: Yes

### BACKGROUND:

Water and wastewater agencies throughout Orange County have been developing an update to the Orange County Multi-Hazard Mitigation Plan (Plan). A Hazard Mitigation Plan is a pre-disaster strategic plan to guide how a community will lower its risk and exposure to disasters and ensure reliable service. In addition, agencies are

## #8.

### Multi-Hazard Mitigation Plan Update

August 22, 2019

Page 2 of 2

eligible to receive Federal Emergency Management Agency (FEMA) grants with an updated Plan.

Beginning in 2004, FEMA began restricting grant applications for pre- and post-disaster hazard mitigation funds for any agencies not covered by an approved Hazard Mitigation Plan. These FEMA funds are available for the purpose of mitigating damage to public facilities due to a natural disaster – fire, flood, earthquakes, landslides, etc. The benefits of completing a plan include:

- 1) Qualifies agencies to submit for Hazard Mitigation Implementation Grants. FEMA allocates funding every year for these types of grants.
- 2) During disaster recovery efforts, Hazard Mitigation elements can be added into the recovery work and can be submitted for funding by FEMA.
- 3) Going through the process of reviewing the water and wastewater system operations and impacts from natural hazards is good business and allows an agency to anticipate what might happen in the future to be better prepared.

The basic steps in the process are to assess the risks and the risk profile to the water and wastewater facilities in Orange County and develop plans to mitigate those risks. The culmination of the process is a list of goals, objectives and actions that can be carried out to reduce the risk of water or wastewater systems being out of service.

#### **DISCUSSION:**

On July 16, 2019, FEMA indicated that the resubmittal of documents and information for the 2019 OC Regional Water and Wastewater Multi-Hazard Mitigation Plan (MHMP) was approved. The final date for acceptance of the plan requires approval by all of the Participating Agencies and documentation of the approval being provided to FEMA. Each Participating Agency must provide an Adoption Resolution or Letter stating that the MHMP was approved. All of the approvals are compiled and added to the Appendices. The Hazard Mitigation Plan is not binding on any agency, but adoption of the plan by the local jurisdictions essentially clears the way for the mitigation projects to move forward when and if specifically approved and funded by the local jurisdiction.

The final draft is available on the District's website. Per FEMA requirements, the Plan will be updated every five years.

Attachment: Resolution entitled, "Adopting the Orange County Regional Water and Wastewater Multi-Hazard Mitigation Plan."

**RESOLUTION NO. 19-\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
MOULTON NIGUEL WATER DISTRICT  
ADOPTING THE ORANGE COUNTY REGIONAL WATER AND WASTEWATER  
MULTI-HAZARD MITIGATION PLAN**

**WHEREAS**, the United States Congress passed the Disaster Mitigation Act of 2000 emphasizing the need for pre-disaster mitigation of potential hazards; and

**WHEREAS**, the Disaster Mitigation Act of 2000 requires all cities, counties and special districts to develop and adopt a Multi-Hazard Mitigation Plan (MHMP) to be eligible to receive federal grants pertaining to disaster preparedness; and

**WHEREAS**, Moulton Niguel Water District (“District”) recognizes that the threat from natural hazards poses a risk to water and wastewater utilities; and

**WHEREAS**, by planning for natural and manmade hazards and implementing projects that mitigate risk, utilities can reduce costly damage and improve the reliability of service following a disaster; and

**WHEREAS**, the Municipal Water District of Orange County, Moulton Niguel Water District, and 18-other member agencies participated in development of the MHMP in conjunction with a consultant; and

**WHEREAS**, the resources and information within the MHMP will allow the District and the member agencies to identify and prioritize future mitigation projects, meet the requirements of federal assistance programs and grant applications, and encourage coordination and collaboration in meeting mitigation goals; and

**WHEREAS**, the District participated in the FEMA-prescribed mitigation planning process to prepare the MHMP; and

**WHEREAS**, a public outreach strategy was employed as a required component of developing the MHMP, including posting information on member agency websites, email and social media distribution, community survey, and presentations at the Orange County Business Council and Orange County Emergency Management Organization meetings; and

**WHEREAS**, the MHMP was made available for public review from August 10, 2018 to September 10, 2018, and

**WHEREAS**, on October 15, 2018 the MHMP was provided to the California Department of Emergency Services (CalOES) for review; and

**WHEREAS**, the MHMP was revised based on CalOES feedback and was submitted to the Federal Emergency Management Agency (FEMA) for review on February 20, 2019; and

**WHEREAS**, the MHMP received FEMA Approval Pending Adoption in July, 2019 subject to the member agencies adopting resolutions approving and adopting the MHMP; and

**#8.**

**WHEREAS**, the District has reviewed the MHMP; and

**WHEREAS**, the MHMP identifies and assesses hazards most likely to affect the District and provides actions to mitigate them.

**NOW, THEREFORE, BE IT RESOLVED:** that the Board of Directors of the Moulton Niguel Water District hereby approves and adopts the Orange County Regional Water and Wastewater Multi-Hazard Mitigation Plan attached as Exhibit “A” and incorporated herein by reference.

**APPROVED, SIGNED and ADOPTED** this 22<sup>nd</sup> day of August, 2019.

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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



**RESOLUTION NO. 19-\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
MOULTON NIGUEL WATER DISTRICT  
RECOGNIZING THE HONORABLE CHARLEY WILSON**

**WHEREAS**, for the past two decades, the Honorable Charley Wilson, has distinguished himself as an exemplary leader, public official, and regional advocate and now intends to conclude his public service as an elected member of the Santa Margarita Water District Board of Directors, effective August 1, 2019; and

**WHEREAS**, since beginning his public service as a member of the Santa Margarita Water District Board of Directors, Director Wilson has represented a community of more than 155,000 residents and businesses in Mission Viejo, Rancho Santa Margarita and the unincorporated areas of Coto de Caza, Las Flores, Ladera Ranch, Talega and the communities of Rancho Mission Viejo; and

**WHEREAS**, in addition to leading as an elected member of the Santa Margarita Water District Board of Directors and a renowned public affairs professional in Southern California, Director Wilson has risen to additional leadership roles in government and on behalf of the public interest, including officer roles for the Santa Margarita Water District Board of Directors, the Southern California Water Coalition, and the Local Agency Formation Commission of Orange County (OC LAFCO); and

**WHEREAS**, Director Wilson has served as Chairman, Executive Director, and most recently President and Chief Executive Officer of the Southern California Water Coalition, a nonprofit, nonpartisan, public education partnership between cities, counties, business, industry, agriculture and water agencies, providing leadership in developing partnerships for the purpose of ensuring adequate, reliable, affordable water in and for Southern California; and

**WHEREAS**, Director Wilson has distinguished himself as a public affairs professional, infrastructure expert, and industry mentor in a variety of local, regional, and global venues, ranging from advanced political campaign and communications training for candidates, hosting and producing a television show highlighting current events, political debate and economic development activities in Orange County, and advocating for water policy focused on improving California’s water supply reliability and restoring the Sacramento-San Joaquin River Delta ecosystem; and

**WHEREAS**, Director Wilson’s commitment to his community and public service has made positive impacts in many other community organizations and public advocacy groups, including Association of California Water Agencies, Southern California Public Affairs Association, Southern California Building Industry Association, Serra Catholic School, Young Executives of America, the Orange County Public Affairs Association, Orange County Business Council, Mission Hospital Foundation, Knights of Columbus, Constitutional Rights Foundation, Boy Scouts, YMCA, United Way, Red Cross, KOCE TV, Cystic Fibrosis, CORO, the Sigma Chi fraternity, and UCLA;

**NOW, THEREFORE, BE IT RESOLVED:** The Board of Directors of Moulton Niguel Water District commends the Honorable Charley Wilson for his exemplary service to the water

**#9.**

community and to the public, and expresses our sincere gratitude for his outstanding leadership and example as an ethical public servant and enthusiastic advocate for our region and the people of California.

**APPROVED, SIGNED and ADOPTED** this 22<sup>nd</sup> day of August, 2019.

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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

**RESOLUTION NO. 19-\_\_\_****RESOLUTION OF THE BOARD OF DIRECTORS OF  
MOULTON NIGUEL WATER DISTRICT  
RECOGNIZING THE 10-YEAR ANNIVERSARY OF THE  
ORANGE COUNTY CHAPTER OF WATEREUSE CALIFORNIA**

**WHEREAS**, reliable water supplies via a diverse water portfolio are critical for the residents and businesses in California to support a thriving economy and to mitigate current and future water supply challenges; and

**WHEREAS**, water recycling represents one of the best potable water conservation strategies as it is an abundant, safe, and reliable supply. The potential for water recycling is tremendous. In California, more than 417 billion gallons of treated effluent is discharged into the Pacific Ocean or a coastal bay annually; and

**WHEREAS** the State of California, in 2015, determined that recycled water use had reached approximately 714,000 acre-feet per year; and

**WHEREAS**, the State of California has established a goal to increase water recycling to 1.5 million acre-feet per year by 2020 and to 2.5 million acre-feet per year by 2030; and

**WHEREAS**, water recycling supports the Governor's executive order to develop a comprehensive strategy to build a climate-resilient water system; and

**WHEREAS**, the WateReuse Association is a national organization whose mission is to advance laws, policy and funding to increase water reuse; and

**WHEREAS**, WateReuse California has played a critical role in advancing the use of recycled water through its vision, leadership, and advocacy which benefits all Californians as well as the nation; and

**WHEREAS**, the chapters of WateReuse California play an important role in their respective regions by hosting meetings, sharing information, collaborating on regional matters, and connecting stakeholders on initiatives of common interest; and

**WHEREAS**, Orange County, which is 8% of the state's population, is home to fifteen water recycling agencies, numerous professional firms, and thousands of recycled water customers that worked together to recycle 155,000 acre-feet in 2018 which represents more than 20% of the state-wide use of recycled water; and

**WHEREAS**, the Orange County chapter of WateReuse California was officially formed on August 21, 2009.

**#10.**

**NOW, THEREFORE, BE IT RESOLVED:** The Board of Directors of Moulton Niguel Water District recognizes the 10th anniversary of the formation of the Orange County Chapter of WateReuse California and the contributions the Orange County Chapter has made toward a more sustainable, environmentally friendly, and self-reliant region.

**APPROVED, SIGNED and ADOPTED** this 22nd day of August, 2019.

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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

**MOULTON NIGUEL WATER DISTRICT**  
**Summary of Financial Results**  
**August 22, 2019**

Year-end unaudited results of operations as of June 30, 2019, are summarized below.

Total operating revenues were \$63.9 million for the year ended, which came in at 102% of the budget. Total operating expenses ended at \$71.7 million, which amounted to 92% of the approved budget. Total Net Income for the year ended was \$8.6 million, up from (\$0.4) million in fiscal year (FY) 2017-18.

The main drivers for the additional net income this year is related to investment income and capital contributions.

Investment income ended at \$6.1 million this year, as compared to (\$0.0) million last year, an increase of \$6.1 million. That difference is due to investment mark to market adjustment that the District is required to record. In FY 2018-19, the fair market value adjustment was \$3.2 million, and in FY 2017-18, the fair market value adjustment was (\$2.2) million, a change of \$5.4 million year over year.

The District also received approximately \$3.2 million in capital contributions, relating to shared facilities with neighboring agencies, or donated facilities from outside developers connecting to the District's infrastructure.

It is worth noting that the \$1.5 million U.S. Bureau of Reclamation grant revenue is not counted in the results this year as the revenue cannot be recorded until the District expends money per the matching requirements. The District will continue to pursue other grant opportunities in the future based on the recently approved FY 2019-20 capital improvement program.

The District currently has \$5.9 million available in the Water Efficiency Fund for new projects, rebate applications or additional programs. The remaining balance considers \$1.3 million in approved water efficiency program commitments and \$0.5 million spent in FY 18-19 for new radios as part of the Phase II AMI Project.

At year-end, the District had a total of \$118.4 million in available Cash and Investments, down approximately \$5.7 million from June 30, 2018. This change was anticipated in the Ten-Year Cash Flow and is related to executing the District's capital improvement program. \$28.1 million was spent on capital infrastructure during the fiscal year.

The Net Pension and Net OPEB liabilities both decreased by a combined (\$0.6) million this fiscal year, primarily the result of past investment gains. The liabilities are measured one year in arrears per the GASB requirements.

The District holds \$5.9 million in trustee accounts in accordance with outstanding debt issuances. The District is meeting its requirements to fund those reserves.

At June 30, 2019, the District held \$74.6 million in reserves, meeting the Boards adopted target of \$67.6 million.

**Moulton Niguel Water District**  
**All Funds - Budget Comparison Report**  
**Year To Date Totals June 30, 2019**

	1	2	3	=3-1	=1/3
Description	Fiscal Year to Date Actuals	Prior Fiscal Year to Date Actuals	Current Year Approved Budget	Current Year Budget Balance	% of Actuals to Budget
<b>ALL FUNDS</b>					
<b><u>Operating Revenues</u></b>					
Water Sales	\$ 28,539,750	\$ 29,084,629	\$ 29,719,565	\$ 1,179,815	96%
Recycled Water Sales	5,161,153	5,597,493	6,126,568	965,415	84%
Sewer Sales	25,463,110	22,623,626	22,677,534	(2,785,576)	112%
Water Efficiency	4,140,795	3,233,359	3,835,379	(305,417)	108%
Other Operating Income	644,182	468,673	643,065	(1,117)	100%
<b>A Total Operating Revenue</b>	<b>63,948,989</b>	<b>61,007,781</b>	<b>63,002,110</b>	<b>(946,879)</b>	<b>102%</b>
<b><u>Operating Expenses</u></b>					
Salaries	13,262,289	12,233,098	14,190,862	928,573	93%
PERs Employer Contributions	2,241,018	1,430,412	2,331,640	90,622	96%
Defined Contribution 401A	232,721	207,000	259,573	26,852	90%
Educational Courses	47,667	40,519	78,920	31,253	60%
Travel & Meetings	323,576	280,577	328,210	4,634	99%
Recruitment & Employee Relations	24,361	19,223	93,343	68,982	26%
General Services	444,251	429,468	488,149	43,898	91%
Annual Audit	34,468	38,085	54,000	19,532	64%
Member Agencies O&M	510,296	376,164	469,266	(41,030)	109%
Dues & Memberships <sup>1</sup>	207,264	149,322	160,899	(46,365)	129%
Election Expenses	101,675	-	135,000	33,325	75%
Consulting Services	2,315,418	1,917,740	2,467,200	151,783	94%
Equipment Rental	50,611	56,032	61,500	10,889	82%
District Fuel	284,618	257,771	260,000	(24,618)	109%
Insurance - District	355,498	431,446	507,850	152,352	70%
Insurance - Personnel	388,153	339,990	395,425	7,272	98%
Insurance - Benefits	3,826,407	3,279,036	3,753,749	(72,658)	102%
Legal Services - Personnel	25,539	11,470	50,000	24,461	51%
Legal Services - General	1,629,933	1,470,392	1,900,000	270,067	86%
District Office Supplies	1,021,738	674,339	928,975	(92,763)	110%
District Operating Supplies	808,078	386,652	797,904	(10,174)	101%
Repairs & Maintenance - Equipment	914,673	812,898	756,362	(158,311)	121%
Repairs & Maintenance - Facilities <sup>2</sup>	5,289,528	4,033,209	4,245,831	(1,043,697)	125%
Safety Program & Compliance Requirements <sup>3</sup>	443,761	290,875	324,725	(119,036)	137%
Wastewater Treatment <sup>4</sup>	9,482,006	10,483,221	11,454,088	1,972,082	83%
Special Outside Assessments <sup>5</sup>	141,070	177,048	114,500	(26,570)	123%
Utilities	2,229,358	2,386,405	2,359,573	130,215	94%
Water Purchases	23,670,442	26,866,197	25,903,491	2,233,049	91%
Meter / Vault Purchases	360,439	395,365	441,000	80,561	82%
Water Efficiency	1,080,142	893,931	2,750,000	1,669,858	39%
Other Operating Expenses	-	-	-	-	n/a
<b>B Total Operating Expenses</b>	<b>71,746,997</b>	<b>70,367,883</b>	<b>78,062,035</b>	<b>6,315,038</b>	<b>92%</b>
<b>A-B Operating Income (Loss)</b>	<b>(7,798,008)</b>	<b>(9,360,103)</b>	<b>(15,059,925)</b>	<b>(7,261,917)</b>	<b>52%</b>
<b><u>Non-Operating Revenues (Expenses)</u></b>					
Property Tax Revenue	29,110,656	27,926,233	28,194,179	(916,477)	103%
Investment Income <sup>6</sup>	6,067,416	(8,721)	1,758,346	(4,309,070)	345%
Property Lease Income	1,769,978	1,897,765	1,732,671	(37,307)	102%
Interest Expense	(4,282,330)	(4,828,293)	(4,877,827)	(595,497)	88%
Misc. Non-Operating Income (Expense)	2,958,810	3,987,751	3,034,711	75,901	n/a
Capacity Fees	162,673	649,528	614,970	452,297	26%
Demand Offset Fees	37,702	-	65,000	27,298	58%
<b>C Total Non-Operating Revenue (Expenses)</b>	<b>35,824,905</b>	<b>29,624,262</b>	<b>29,842,080</b>	<b>(5,982,826)</b>	<b>120%</b>
<b>A-B+C Change in All Funds</b>	<b>\$ 28,026,898</b>	<b>\$ 20,264,160</b>	<b>\$ 14,782,155</b>	<b>\$ (13,244,743)</b>	
<b><u>Other Non Cash Revenues (Expenses)</u></b>					
Depreciation	(19,743,524)	(19,374,985)	-	19,743,524	n/a
GASB 68 Pension Expense Adjustment <sup>7</sup>	155,076	(1,140,125)	-	(155,076)	n/a
GASB 75 OPEB Expense Adjustment <sup>7</sup>	138,008	(163,794)	-	(138,008)	n/a
<b>D Total Change in Net Position</b>	<b>\$ 8,576,457</b>	<b>\$ (414,745)</b>	<b>\$ 14,782,155</b>	<b>\$ (32,833,191)</b>	

Note: Totals may not sum due to rounding.

- The District began working with the Building Industry Association to participate in the Water Forum this year.
- This line item contains repairs to infrastructure across the District's service area.
- The SWRCB FY 18-19 fee was \$90k.
- The District assumed operations of Plant 3A on March 1, 2019. Costs associated with Plant 3A are now allocated consistently with other District operations. Past invoices received were recorded in the Wastewater Treatment line.
- The County admin fee for property tax collections was higher than anticipated.
- Investment income is comprised of realized income of \$2,828,865 and unrealized income of \$3,238,551.
- The District recorded the GASB 68 and GASB 75 entries in June 2019.

**Moulton Niguel Water District  
All Funds - Budget Comparison Report  
Year To Date Totals June 30, 2019  
Legal Services - General**

Firm	Water Use			Total
	General <sup>7</sup>	Efficiency <sup>7</sup>	Capital <sup>8</sup>	
Alvarado Smith APC	\$ 665,593	\$ -	\$ -	\$ 665,593
Best Best & Krieger LLP	930,241	27,449	102,922	1,060,613
Downey Brand, Attorneys	-	6,650	-	6,650
<b>Total</b>	<b>1,595,834</b>	<b>34,099</b>	<b>102,922</b>	<b>1,732,856</b>
<b>Budget Amount</b>	<b>1,880,000</b>	<b>20,000</b>	<b>-</b>	<b>1,900,000</b>
<b>Budget Balance</b>	<b>\$ 284,166</b>	<b>\$ (14,099)</b>	<b>n/a</b>	<b>\$ 270,067</b>

Note: Totals may not sum due to rounding.

7. Legal Services - General on the previous page is made up of the General balance of \$1,595,834 and the \$34,099 Water Use Efficiency balance, for a total of \$1,629,933.

8. Capital legal services represent legal services rendered during construction and are capitalized by the District as part of the project. Each project has a separate budget for legal expenses and those individual budgets are not included as part of this schedule.

**Consulting Services - Grant Administration**

Firm	YTD	Overall
Nossaman LLP <sup>9</sup>	\$ 33,000	\$ 71,500
West Yost Associates <sup>10</sup>	58,914	139,909
Grants Received <sup>11</sup>	(2,000,000)	(2,000,000)
<b>Totals</b>	<b>\$ (1,908,086)</b>	<b>\$ (1,788,591)</b>

9. Nossaman receives a fixed monthly retainer for general grant services, including identification, tracking, and administering of grants.

10. West Yost compiled the AMI WaterSmart final closeout documents and prepared documents for additional grant applications, including the AMI Phase II project, and two additional Cal OES grant applications.

11. The District has received two grants from the US Bureau of Reclamation, totalling \$1.8 million. Additionally, the District has received a \$0.2 million grant from MET.



**Moulton Niguel Water District**  
**General Fund - Budget Comparison Report**  
**Year To Date Totals June 30, 2019**

	1	2	=1-2	=2/1
Description	Approved Budget	Fiscal Year to Date Actuals	Budget Balance	% of Actuals to Budget
<b>GENERAL FUND</b>				
<b><u>Operating Revenues</u></b>				
Water Sales	\$ 29,719,565	\$ 28,539,750	\$ 1,179,815	96%
Recycled Water Sales	6,126,568	5,161,153	965,415	84%
Sewer Sales	22,677,534	25,463,110	(2,785,576)	112%
Other Operating Income	643,065	644,182	(1,117)	100%
<b>A Total Operating Revenue</b>	<b>59,166,732</b>	<b>59,808,194</b>	<b>(641,462)</b>	<b>101%</b>
<b><u>Operating Expenses</u></b>				
Salaries	13,164,836	12,351,646	813,190	94%
PERs Employer Contributions	2,204,117	2,085,415	118,702	95%
Defined Contribution 401A	240,620	216,790	23,830	90%
Educational Courses	76,420	42,309	34,111	55%
Travel & Meetings	299,710	291,470	8,240	97%
Recruitment & Employee Relations	93,343	24,361	68,982	26%
General Services	488,149	444,251	43,898	91%
Annual Audit	54,000	34,468	19,532	64%
Member Agencies O&M	469,266	510,296	(41,030)	109%
Dues & Memberships	134,415	189,586	(55,171)	141%
Election Expenses	135,000	101,675	33,325	75%
Consulting Services	1,567,200	1,242,708	324,492	79%
Equipment Rental	61,500	50,611	10,889	82%
District Fuel	260,000	284,618	(24,618)	109%
Insurance - District	507,850	355,498	152,352	70%
Insurance - Personnel	373,746	370,874	2,872	99%
Insurance - Benefits	3,433,156	3,595,607	(162,451)	105%
Legal Services - Personnel	50,000	25,539	24,461	51%
Legal Services - General	1,880,000	1,595,834	284,166	85%
District Office Supplies	511,475	779,536	(268,061)	152%
District Operating Supplies	597,904	805,368	(207,464)	135%
Repairs & Maintenance - Equipment	743,362	841,901	(98,539)	113%
Repairs & Maintenance - Facilities	4,245,831	5,289,528	(1,043,697)	125%
Safety Program & Compliance Requirements	322,975	442,214	(119,239)	137%
Wastewater Treatment	11,454,088	9,482,006	1,972,082	83%
Special Outside Assessments	114,500	141,070	(26,570)	123%
Utilities	2,359,573	2,229,358	130,214	94%
Water Purchases	26,303,491	23,670,442	2,633,049	90%
Meter / Vault Purchases	441,000	360,439	80,561	82%
<b>B Total Operating Expenses</b>	<b>72,587,527</b>	<b>67,855,422</b>	<b>4,732,105</b>	<b>93%</b>
<b>A-B Operating Income (Loss)</b>	<b>(13,420,795)</b>	<b>(8,047,228)</b>	<b>(5,373,567)</b>	<b>60%</b>
<b><u>Non-Operating Revenues (Expenses)</u></b>				
Property Tax Revenue	28,194,179	29,110,656	(916,477)	103%
Investment Income	1,667,272	3,836,389	(2,169,117)	230%
Property Lease Income	1,732,671	1,769,978	(37,307)	102%
Misc. Non-Operating Income (Expense)	250,812	(508,887)	759,699	n/a
<b>C Total Non-Operating Revenue (Expenses)</b>	<b>31,844,934</b>	<b>34,208,136</b>	<b>(2,363,202)</b>	<b>107%</b>
<b>A-B+C Change in General Fund</b>	<b>\$ 18,424,139</b>	<b>\$ 26,160,908</b>	<b>\$ (7,736,769)</b>	<b>115%</b>
<b><u>Other Non Cash Revenues (Expenses)</u></b>				
Depreciation	-	(19,743,524)	19,743,524	n/a
GASB 68 Pension Expense Adjustment <sup>1</sup>	-	132,649	(132,649)	n/a
GASB 75 OPEB Expense Adjustment <sup>1</sup>	-	152,054	(152,054)	n/a
<b>D Total Change in Net Position</b>	<b>\$ 18,424,139</b>	<b>\$ 6,702,087</b>	<b>\$ (27,480,293)</b>	

Note: Totals may not sum due to rounding.

1. The District recorded the GASB 68 and GASB 75 entries in June 2019.

Moulton Niguel Water District  
 Water Efficiency Fund - Budget Comparison Report  
 Year To Date Totals June 30, 2019

	1	2	=1-2	=2/1
Description	Approved Budget	Fiscal Year to Date Actuals	Budget Balance	% of Actuals to Budget
<b>WATER EFFICIENCY FUND</b>				
<b>Projected Operating Revenue</b>				
Water Efficiency	\$ 3,835,379	\$ 4,140,795	\$ (305,417)	108%
<b>A Projected Total Operating Revenue</b>	<b>3,835,379</b>	<b>4,140,795</b>	<b>(305,417)</b>	<b>108%</b>
<b>Projected Operating Expenses</b>				
Labor	1,514,774	1,313,493	201,281	87%
Educational Courses	2,500	5,358	(2,858)	214%
Travel & Meetings	28,500	32,106	(3,606)	113%
Dues & Memberships	26,484	17,677	8,807	67%
Consulting Services <sup>1</sup>	900,000	1,072,709	(172,709)	119%
Legal Services	20,000	34,099	(14,099)	170%
Conservation supplies	293,100	244,911	48,189	84%
Repairs and Maintenance - Equipment <sup>2</sup>	13,000	72,771	(59,771)	560%
Safety Program & Compliance Requirements	-	1,547	(1,547)	n/a
Water Efficiency	2,650,000	1,080,142	1,569,858	41%
<b>B Projected Total Operating Expenses</b>	<b>5,448,358</b>	<b>3,874,814</b>	<b>1,573,545</b>	<b>71%</b>
<b>A-B Projected Operating Income (Loss)</b>	<b>(1,612,980)</b>	<b>265,982</b>	<b>(1,878,961)</b>	<b>-16%</b>
<b>Projected Non-Operating Revenue</b>				
Demand offset fees	65,000	37,702	27,298	58%
Investment Income	91,074	158,894	(67,820)	174%
<b>C Projected Total Non-Operating Revenue</b>	<b>156,074</b>	<b>196,597</b>	<b>(40,523)</b>	<b>126%</b>
<b>Other Non Cash Expenses</b>				
GASB 68 Pension Expense Adjustment <sup>3</sup>	-	22,427	(22,427)	n/a
GASB 75 OPEB Expense Adjustment <sup>3</sup>	-	(14,046)	14,046	n/a
<b>A-B+C Projected Change in Water Efficiency Fund</b>	<b>\$ (1,456,906)</b>	<b>\$ 454,197</b>	<b>\$ (1,897,057)</b>	

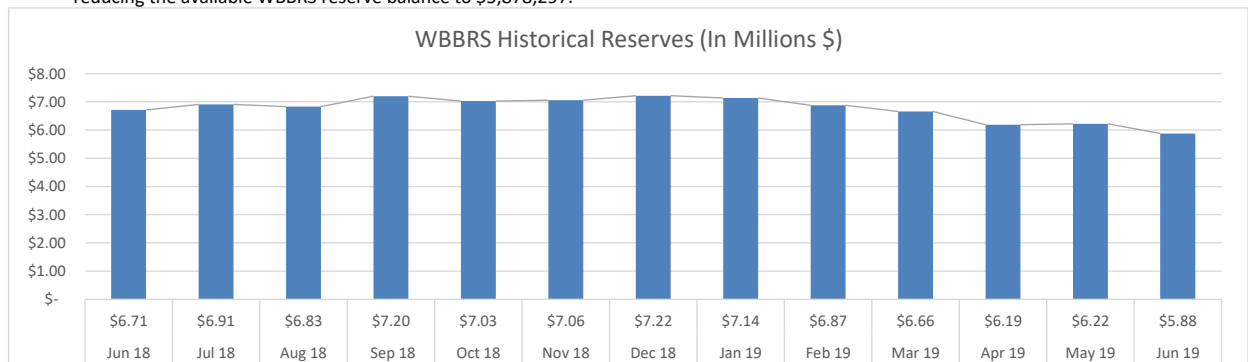
Note: Totals may not sum due to rounding.

1. The District is participating in a pilot program with the Orange County Water District.
2. The District purchased leak detection equipment.
3. The District recorded the GASB 68 and GASB 75 entries in June 2019.

Water Efficiency Available Net Position <sup>2</sup>

Description	Approved Budget	Fiscal Year to Date Actuals	Budget Balance
Fund Net Position, Beginning of Year	\$ 7,191,459	\$ 7,191,459	\$ 7,191,459
Projected Change in Water Efficiency Fund	(1,456,906)	454,197	(1,897,057)
Project Commitments		\$ (1,288,225)	
Capital Spending	(950,000)	(479,134)	
<b>Fund Net Position, Year To Date Totals June 30, 2019</b>	<b>\$ 4,784,553</b>	<b>\$ 5,878,297</b>	

2. In addition to realized expenditures, including capital spending of \$479,134, there is approximately \$1,288,225 in project commitments, reducing the available WBBRS reserve balance to \$5,878,297.



**MOULTON NIGUEL WATER DISTRICT**  
**STATEMENT OF NET POSITION**

	<b>(Unaudited)</b>	
	<b>June 30, 2019</b>	<b>June 30, 2018</b>
<b>CURRENT ASSETS:</b>		
Cash and investments <sup>1</sup>	\$ 26,076,111	\$ 42,456,222
Accounts receivables:		
Water and sanitation charges	3,761,531	4,114,801
Property taxes	309,158	280,221
Other accounts receivable	1,851,349	687,336
Interest receivable	802,267	825,763
Inventory	1,054,341	1,110,856
Prepaid expenses	750,393	562,137
<b>TOTAL CURRENT ASSETS</b>	<b>34,605,150</b>	<b>50,037,336</b>
<b>NONCURRENT ASSETS:</b>		
Investments <sup>1</sup>	92,291,667	80,422,057
Restricted cash and investments with fiscal agent	5,888,857	7,257,989
Retrofit loans receivable	490,468	506,303
Capital assets, net of accumulated depreciation	381,319,918	379,040,946
Capital assets not being depreciated:		
Land	1,091,910	1,091,910
Construction in progress <sup>1</sup>	13,508,235	7,455,835
<b>TOTAL NONCURRENT ASSETS</b>	<b>494,591,055</b>	<b>475,775,041</b>
<b>TOTAL ASSETS</b>	<b>529,196,205</b>	<b>525,812,377</b>
<b>DEFERRED OUTFLOW OF RESOURCES:</b>		
Deferred Charges on Refunding	415,501	527,664
Deferred Items related to Pension	5,122,331	6,316,056
Deferred Items related to OPEB	479,511	477,082
<b>TOTAL DEFERRED OUTFLOW OF RESOURCES</b>	<b>6,017,343</b>	<b>7,320,802</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOW OF RESOURCES \$</b>	<b>535,213,548</b>	<b>\$ 533,133,179</b>

1. Total cash and investments has changed (\$4,510,501) during this fiscal year. \$28,083,575 has been spent on capital projects and \$5,664,919 has been spent on debt service.

**MOULTON NIGUEL WATER DISTRICT  
STATEMENT OF NET POSITION**

	<b>(Unaudited)</b>		
	<b>June 30, 2019</b>	<b>June 30, 2018</b>	
<b>CURRENT LIABILITIES:</b>			
Accounts payable	\$ 11,498,184	\$ 9,432,089	
Interest payable	1,069,055	1,694,354	
Compensated absences	861,269	746,465	
Current portion of long-term debt:			
Bonds payable <sup>2</sup>	3,360,000	1,365,000	
Loans Payable	1,283,260	1,399,041	
Certificates of participation <sup>2</sup>	-	1,805,000	
<b>TOTAL CURRENT LIABILITIES</b>	<b>18,071,767</b>	<b>16,441,949</b>	
<b>LONG-TERM LIABILITIES</b>			
Compensated absences	287,090	248,822	
Long-term debt:			
Bonds payable <sup>2</sup>	57,170,000	11,925,000	
Loans payable	3,805,058	5,261,865	
Certificates of participation <sup>2</sup>	-	60,000,000	
Net Pension Liability	20,386,747	20,711,604	
Net OPEB Liability	1,540,822	1,781,885	
<b>TOTAL LONG-TERM LIABILITIES</b>	<b>83,189,716</b>	<b>99,929,176</b>	
Bond Discount/Premium	11,116,102	1,537,769	
<b>TOTAL LIABILITIES</b>	<b>112,377,586</b>	<b>117,908,894</b>	
<b>DEFERRED INFLOW OF RESOURCES:</b>			
Deferred Items related to Pension	1,184,247	2,163,337	
Deferred items related to OPEB	33,395	19,083	
<b>TOTAL DEFERRED INFLOW OF RESOURCES</b>	<b>1,217,642</b>	<b>2,182,420</b>	
<b>NET POSITION:</b>			
Net investment in capital assets	319,601,144	304,822,680	
Restricted for capital projects	375,294	604,783	
Unrestricted	101,641,882	107,614,402	
<b>TOTAL NET POSITION</b>	<b>421,618,320</b>	<b>413,041,865</b>	
<b>TOTAL LIABILITIES, DEFERRED INFLOW OF RESOURCES, AND NET POSITION</b>	<b>\$ 535,213,548</b>	<b>\$ 533,133,179</b>	

*Note: Totals may not sum due to rounding.*

2. The District refunded the 2009 Certificates of Participation with the 2019 Revenue Refunding Bonds.

**MOULTON NIGUEL WATER DISTRICT**  
**RESTRICTED CASH AND INVESTMENTS WITH FISCAL AGENT**  
**As of June 30, 2019**

	Reserve Requirement	(Unaudited) Balance 6/30/2019	Over (Under) Requirement	Balance 6/30/2018	Outstanding Debt Balance 6/30/2019
<b>Restricted Cash and Investments:</b>					
2014 Consolidated Ref Bonds	\$ -	\$ 2	\$ 2	\$ 2	\$ 1,465,000
2015 Refunding Bonds	-	15	15	12	-
2015 Refunding Reserve	1,226,500	1,305,064	78,564	1,243,327	10,460,000
2019 Revenue Bonds Reserve <sup>+</sup>	4,487,500	4,490,894	3,394	6,014,569	48,605,000
2019 Revenue Bonds	-	92,882	92,882	79	-
CIEDB Loans	-	-	-	-	551,499
SRF Loans	-	-	-	-	4,536,819
<b>Total Restricted Trust Accounts</b>	<b>\$ 5,714,000</b>	<b>\$ 5,888,857</b>	<b>\$ 174,857</b>	<b>\$ 7,257,989</b>	<b>\$ 65,618,318</b>

Note: Totals may not sum due to rounding.

<sup>+</sup> The 2019 Revenue Bonds Refunded the 2009 Certificates of Participation.

FY	Payoff Schedule <sup>1</sup>			
	Principal*	Interest	Fees	Totals
2020	\$ 4,643,260	\$ 3,027,210	\$ 1,655	\$ 7,672,124
2021	3,297,912	2,880,057	1,119	6,179,088
2022	3,418,059	2,753,035	229	6,171,323
2023	3,354,087	2,620,508	-	5,974,595
2024	2,300,000	2,487,750	-	4,787,750
2025 <sup>2</sup>	2,055,000	2,378,875	-	4,433,875
2026	2,155,000	2,273,625	-	4,428,625
2027	2,265,000	2,163,125	-	4,428,125
2028	2,380,000	2,046,100	-	4,426,100
2029	2,500,000	1,925,000	-	4,425,000
2030	2,620,000	1,797,000	-	4,417,000
2031	2,755,000	1,662,625	-	4,417,625
2032	2,890,000	1,521,500	-	4,411,500
2033	3,035,000	1,373,375	-	4,408,375
2034	3,185,000	1,217,875	-	4,402,875
2035	3,345,000	1,054,625	-	4,399,625
2036	3,515,000	883,125	-	4,398,125
2037	3,690,000	703,000	-	4,393,000
2038	3,875,000	513,875	-	4,388,875
2039	4,070,000	315,250	-	4,385,250
2040	4,270,000	106,750	-	4,376,750
	<b>\$ 65,618,318</b>	<b>\$ 35,704,285</b>	<b>\$ 3,002</b>	<b>\$ 101,325,605</b>

\*Note: Total outstanding balance reconciles to balance as of the most recent audited fiscal year.

1. The District has made \$4,742,589 in principal payments to date this fiscal year.

2. Principal payments starting in FY 2025 all relate to the 2019 Revenue Refunding Bonds.

**MOULTON NIGUEL WATER DISTRICT**  
**NET POSITION**  
**As of June 30, 2019**

	<u>Reserve Target</u>	<u>(Unaudited) Balance 6/30/2019</u>	<u>Net Change</u>	<u>(Unaudited) Balance 6/30/2018</u>
<b>Adopted Reserve Targets <sup>1</sup></b>				
Designated for Self Insurance Reserve	\$ 250,000	\$ 241,424	\$ (2,911)	\$ 244,335
Designated for Rate Stabilization	14,097,089	14,826,780	326,235	14,500,545
Designated for Emergency Reserves	35,300,000	35,300,000	-	35,300,000
Designated for Operating Reserves <sup>2</sup>	17,963,332	24,182,694	7,293,212	16,889,482
<b>Total Adopted Reserve Targets</b>	<b>\$ 67,610,421</b>	<b>\$ 74,550,898</b>	<b>\$ 7,616,536</b>	<b>\$ 66,934,362</b>
	<b>FY Capital Budget <sup>4</sup></b>			
<b>Designated for Capital Projects <sup>3</sup></b>				
Designated for Replacement and Refurbishment	\$ 43,107,654	\$ 3,025,764	\$ (13,793,004)	\$ 16,818,768
Designated for Water Supply Reliability	-	346,493	1,742	344,751
Designated for Planning and Construction	4,900,382	16,552,204	227,143	16,325,061
<b>Total Designated for Capital Projects</b>	<b>\$ 48,008,036</b>	<b>\$ 19,924,461</b>	<b>\$ (13,564,119)</b>	<b>\$ 33,488,580</b>
<b>Other amounts</b>				
Designated for Water Efficiency (WBBRS) <sup>5</sup>		\$ 7,166,522	\$ (24,937)	\$ 7,191,459
Restricted for Capital Facilities (Projects)		375,294	(229,489)	604,783
Net Investment in Capital Assets <sup>6</sup>		319,601,144	14,778,464	304,822,680
<b>Total Other amounts</b>		<b>\$ 327,142,961</b>	<b>\$ 14,524,038</b>	<b>\$ 312,618,923</b>
<b>Total Net Position</b>		<b>\$ 421,618,320</b>	<b>\$ 8,576,455</b>	<b>\$ 413,041,865</b>

Note: Totals may not sum due to rounding.

1. Board designated balances represent available cash in that fund.
2. General Operating Reserves include the unrestricted, undesignated balance, and other general District accrued cash flows. This amount includes the remaining total cash balance of \$39,091,108.
3. Balances in the Capital Project Funds represent available and designated cash to fund identified CIP projects.
4. FY Budget also includes \$950,000 for capital expenses in Fund 6, bringing the total CIP budget to \$48,958,036.
5. In addition to realized expenditures, there is approximately \$1,288,225 in project commitments, reducing the available WBBRS reserve balance to \$5,878,297.
6. Net Investment in Capital Assets calculated as follows:

Total capital assets	\$ 395,920,063
Less capital related debt	(76,734,420)
Add deferred charges related to debt	415,501
<b>Total Net Investment in Capital Assets</b>	<b>\$ 319,601,144</b>

# #11.

## MOULTON NIGUEL WATER DISTRICT SUMMARY OF DISBURSEMENTS FOR THE MONTH OF JULY

### Summary of Disbursements in July:

General Fund Disbursements		6,658,397
<u>Restricted Fund Disbursements:</u>		
Water Efficiency Fund	361,117	
Replacement & Refurbishment Fund	1,594,969	
Water Supply Reliability Fund	3,241	
Planning & Construction Fund	95,424	2,054,750
<b>Total Disbursements for all Funds</b>		<b>\$ 8,713,148</b>

### Detail of Major Expenditures in July:

1. Municipal Water District of Orange County (MWDOC)		
May Water Purchases 1912 AF	1,891,899	
May Readiness to Serve	103,757	
May Capacity Charge	27,463	
May Turf Removal, Smart Timer Rebates, and Rotating Nozzles	22,856	
June WaterSmart Residential Rebate Programs	4,800	
May SCP and SAC Operation Surcharges	444	2,051,218
2. Trautwein Construction Inc.		
C #2016007 Central Intertie Pipeline Improvements, progress payment #2		429,476
3. Gateway Pacific Contractors, Inc.		
C #2017003 Reservoir Management Systems Replacement, progress payment #1		145,275
4. Hardy & Harper, Inc.		
Apr-Jun'19 Asphalt Paving service at multiple locations		136,768
5. J. Colon Coatings, Inc.		
C #2018019 Bear Brand No.2 Reservoir Rehabilitation, progress payment #2		128,982
6. Aqua-Metric Sales, Co.		
1000 MXU Single Ports for AMI project	108,828	
5 Small Meter Tester Kits	8,597	117,425
7. Advanced Industrial Services, Inc.		
C #2018020 Saddleback Reservoir Rehabilitation, progress payment #1	70,110	
C #2017012 El Dorado Reservoir Rehabilitation, progress payment #7 and retention payment	44,685	114,795