



# **moulton niguel** water district

**BOARD OF DIRECTORS' MEETING  
MOULTON NIGUEL WATER DISTRICT  
26880 Aliso Viejo Pkwy, Suite 150, Aliso Viejo  
March 12, 2020**

**CLOSED SESSION – 5:00 PM  
OPEN SESSION – 6:00 PM  
Approximate Meeting Time: 3 Hours**

**1. CALL MEETING TO ORDER:**

**CLOSED SESSION:**

**2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8  
Property: 27500 La Paz Road, Laguna Niguel, CA  
Agency Negotiator: Joone Lopez, General Manager  
Negotiating Parties: TBD – Initial review of offers  
Under Negotiation: Price and terms of payment for a potential sale or lease

**OPEN SESSION - 6:00 PM**

**3. REPORT OUT OF CLOSED SESSION:**

**4. PLEDGE OF ALLEGIANCE:**

**5. PUBLIC COMMENTS:**

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

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

**PRESENTATION ITEMS:**

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

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

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

7. MINUTES OF THE FEBRUARY 13, 2020 SPECIAL BOARD OF DIRECTORS MEETING

8. MINUTES OF THE FEBRUARY 27, 2020 BOARD OF DIRECTORS MEETING

9. AMENDMENT NO. 2 TO THE SPOILS REMOVAL SERVICE AGREEMENT

It is recommended that the Board of Directors approve Amendment No. 2 to the Spoils Removal Service Agreement with Goodwin Enterprises, Inc. for an amount not-to-exceed \$125,000 for a total contract amount of \$509,000; and authorize the General Manager or Assistant General Manager to execute the Amendment.

10. AMENDMENT NO. 3 TO DIVERSION AGREEMENT WITH COUNTY OF ORANGE

It is recommended that the Board of Directors approve Amendment No. 3 to the Diversion Agreement subject to non-substantive changes approved by the General Manager and Legal Counsel; and authorize the General Manager or Assistant General Manager to execute the Amendment.

11. CONSTRUCTION CONTRACT TIME EXTENSION FOR PASEO DE VALENCIA LIFT STATION REHABILITATION

It is recommended that the Board of Directors approve a construction contract time extension through August 31, 2020 to SS Mechanical; and authorize the Director of Engineering to execute the extension.

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

It is recommended that the Board of Directors approve Amendment No. 9 to the Santiago Aqueduct Commission Joint Powers Agreement; and authorize the General Manager or Assistant General Manager to execute the Amendment.

13. COMMENT LETTER ON NOTICE OF PREPARATION OF ENVIRONMENTAL IMPACT REPORT FOR THE DELTA CONVEYANCE PROJECT

It is recommended that the Board of Directors authorize the General Manager to sign and submit the attached comment letter to the California Department of Water Resources supporting the implementation of the Delta Conveyance Project.

## **TECHNICAL MATTERS:**

### **14. CONSTRUCTION CONTRACT AWARD FOR REGIONAL LIFT STATION ENHANCEMENTS**

It is recommended that the Board of Directors award the construction services contract to Pacific Hydrotech Corporation in the amount of \$4,035,546; authorize the General Manager or Assistant General Manager to execute the contract; and to approve change orders up to 10% of the contract value.

### **15. AGREEMENTS FOR ON-CALL PROFESSIONAL ENGINEERING CONSULTING SERVICES**

It is recommended that the Board of Directors approve the Agreements for On-Call Professional Engineering Services with Black & Veatch, Brown & Caldwell, Dudek, and Tetra Tech, each with a total not-to-exceed value of \$1,500,000 and a 3-year contract term; and authorize the General Manager or Assistant General Manager to execute the agreements.

### **16. AGREEMENTS FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SUPPORT SERVICES**

It is recommended that the Board of Directors approve the Agreements for On-Call Construction Management and Inspection Support Services with Butier Engineering, MWH Constructors, and Wallace & Associates, each with a total not-to-exceed value of \$800,000 and a 3-year contract term; and authorize the General Manager or Assistant General Manager to execute the agreements.

## **INFORMATION ITEMS:**

### **17. MONTHLY FINANCIAL REPORT**

### **18. WATER EFFICIENCY ANNUAL REVIEW**

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

### **19. PIPELINE REPLACEMENTS AT I-5 AND OSO CREEK PROJECT UPDATE**

## **PRESIDENT'S REPORT:**

## **BOARD REPORTS:**

## **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, 26880 Aliso Viejo Parkway, Suite 150, Aliso Viejo, CA ("District Office"). If such writings are distributed to members of the Board less than seventy-two (72) hours prior to the meeting, they will be available in the reception area of the District Office at the same time as they are distributed except that, if such writings are distributed immediately prior to, or during the meeting, they will be available in the Board meeting room and on the District website at [www.mnwd.com](http://www.mnwd.com).

# Moulton Niguel Water District

*Period Ending December 31, 2019*

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

# Table of Contents

<b>SECTION 1</b>	<b>Consolidated Information</b>
<b>SECTION 2</b>	<b>Account Profile</b>
<b>SECTION 3</b>	<b>Portfolio Holdings</b>
<b>SECTION 4</b>	<b>Transactions</b>
<b>SECTION 5</b>	<b>Economic Update</b>



# Section 1 | Consolidated Information

## Objectives

### Investment Objectives

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

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

### Chandler Asset Management Performance Objective

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

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

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

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

### Strategy

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



## Moulton Niguel Water District Bond Reserves

	12/31/2019 Portfolio	9/30/2019 Portfolio
<b>Average Maturity (yrs)</b>	2.22	2.49
<b>Modified Duration</b>	2.13	2.38
<b>Average Purchase Yield</b>	1.88%	1.90%
<b>Average Market Yield</b>	1.60%	1.66%
<b>Average Quality*</b>	AA+/Aaa	AA+/Aaa
<b>Total Market Value</b>	1,327,462	1,321,661

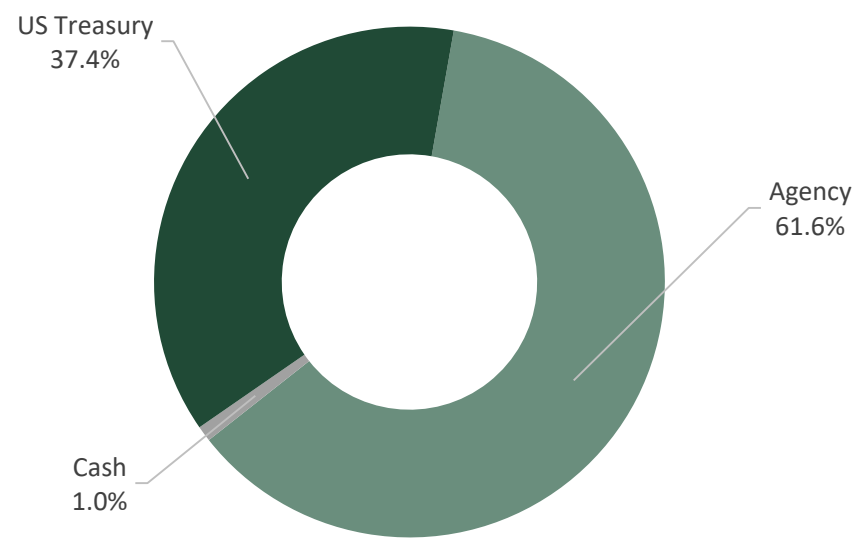
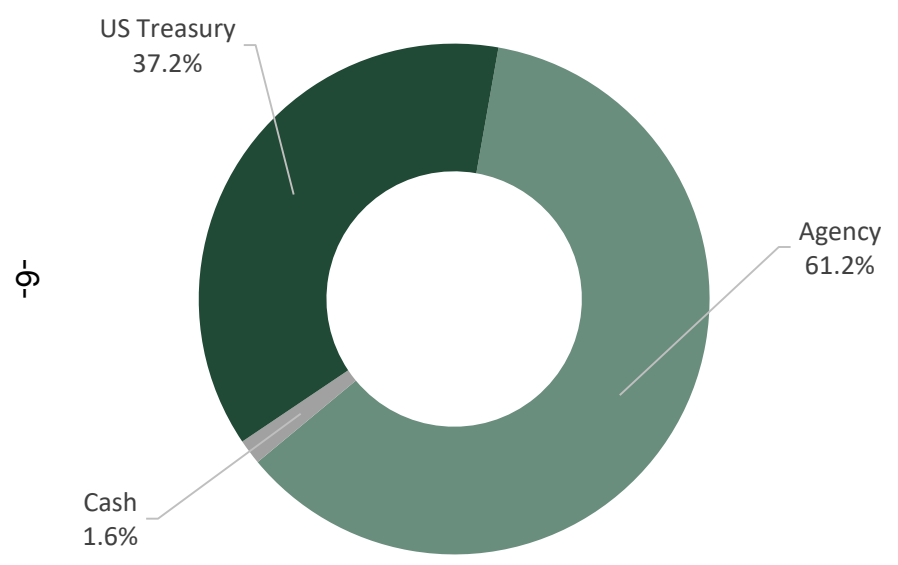
\* Portfolio is S&P and Moody's respectively.

# Sector Distribution

## Moulton Niguel Water District Bond Reserves

December 31, 2019

September 30, 2019



## Portfolio Characteristics

As of December 31, 2019

### Moulton Niguel Water District Consolidated

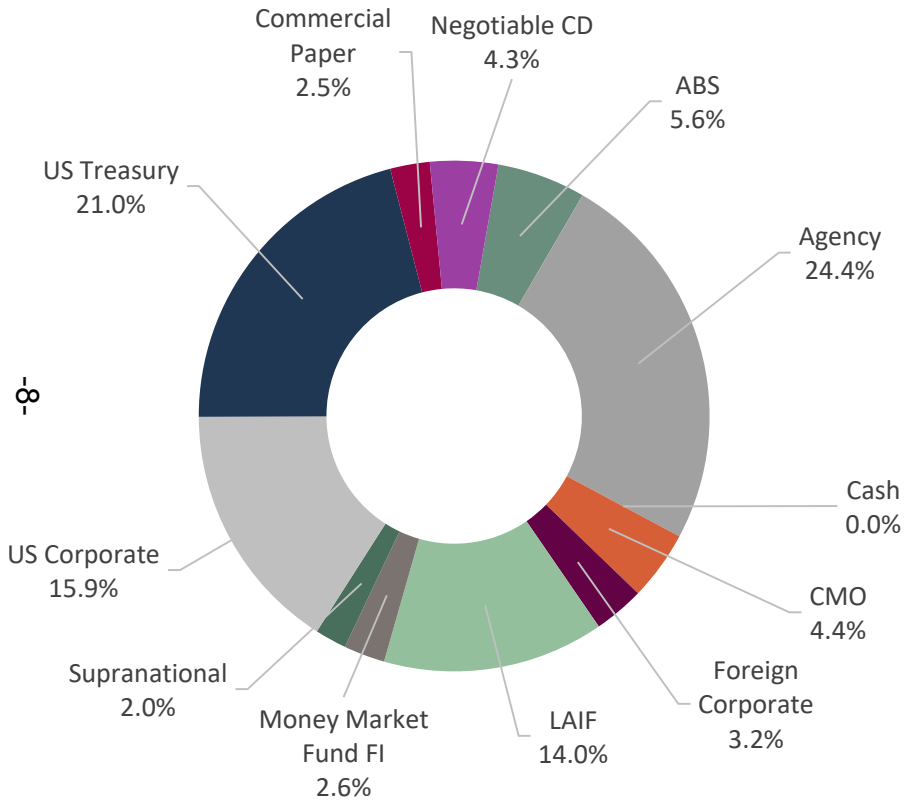
	12/31/2019 Portfolio	9/30/2019 Portfolio
<b>Average Maturity (yrs)</b>	2.46	3.31
<b>Modified Duration</b>	2.20	3.03
<b>Average Purchase Yield</b>	2.20%	2.45%
<b>Average Market Yield</b>	1.84%	1.85%
<b>Average Quality*</b>	AA+/Aa1	AA/Aa1
<b>Total Market Value</b>	138,511,843	103,134,211

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

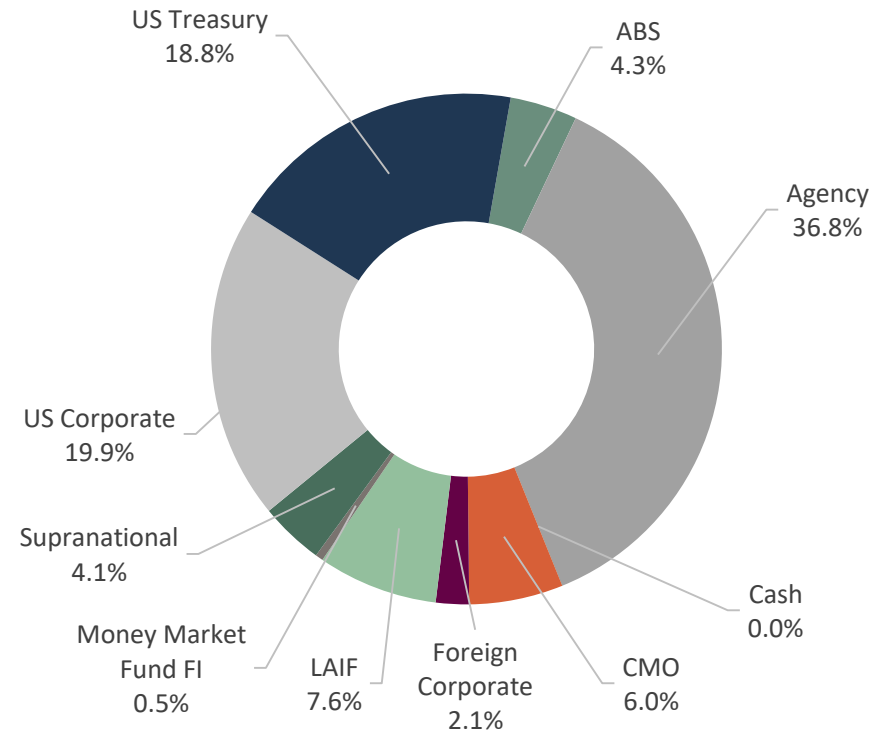
# Sector Distribution

## Moulton Niguel Water District Consolidated

December 31, 2019



September 30, 2019



## Moulton Niguel Water District Consolidated – Account #43

Issue Name	Investment Type	Avg Mkt Yield	Avg Maturity	% Portfolio
Government of United States	US Treasury	1.66%	2.82	21.05%
Local Agency Investment Fund	LAIF	2.03%	0.00	13.98%
Federal Home Loan Bank	Agency	1.83%	4.69	11.01%
Federal National Mortgage Association	Agency	1.72%	4.04	6.94%
Tennessee Valley Authority	Agency	1.87%	3.71	4.57%
Federal Home Loan Mortgage Corp	CMO	2.08%	4.00	4.41%
Wells Fargo Adv Govt Money Market Fund	Money Market Fund FI	1.37%	0.00	2.39%
John Deere ABS	ABS	2.01%	2.03	2.33%
Honda ABS	ABS	1.91%	2.87	1.91%
Federal Home Loan Mortgage Corp	Agency	1.60%	2.02	1.88%
MUFG Bank Ltd/NY	Commercial Paper	1.92%	0.15	1.80%
HSBC Holdings PLC	Foreign Corporate	2.21%	2.35	1.67%
Inter-American Dev Bank	Supranational	1.68%	2.38	1.46%
Bank of Nova Scotia Houston	Negotiable CD	1.90%	0.19	1.45%
Bank of Montreal Chicago	Negotiable CD	1.98%	0.21	1.45%
Toronto Dominion Holdings	Negotiable CD	1.99%	0.25	1.44%
Paccar Financial	US Corporate	1.92%	2.49	1.13%
American Express ABS	ABS	1.91%	2.88	1.07%
Oracle Corp	US Corporate	1.77%	1.71	0.98%
Qualcomm Inc	US Corporate	1.96%	0.39	0.97%
ChevronTexaco Corp	US Corporate	1.85%	0.88	0.96%
State Street Bank	US Corporate	1.80%	1.38	0.91%
Exxon Mobil Corp	US Corporate	1.71%	1.17	0.90%
Honda Motor Corporation	US Corporate	2.07%	3.71	0.86%
Wells Fargo Corp	US Corporate	2.22%	4.70	0.84%
Deere & Company	US Corporate	1.97%	3.08	0.82%
Charles Schwab Corp/The	US Corporate	1.97%	3.07	0.82%
JP Morgan Chase & Co	US Corporate	2.33%	4.56	0.77%
Toronto Dominion Holdings	Foreign Corporate	1.96%	3.55	0.77%
Apple Inc	US Corporate	1.70%	2.70	0.77%
Bank of America Corp	US Corporate	2.14%	3.03	0.76%
Toyota Motor Corp	US Corporate	1.86%	2.04	0.75%
PNC Financial Services Group	US Corporate	1.92%	2.13	0.75%
Royal Bank of Canada	Foreign Corporate	2.16%	4.84	0.73%
Honda Motor Corporation	Commercial Paper	1.86%	0.21	0.72%
Berkshire Hathaway	US Corporate	1.88%	3.21	0.67%
IBM Corp	US Corporate	1.90%	2.69	0.67%
Microsoft	US Corporate	1.63%	1.61	0.63%

# Issuers

## Moulton Niguel Water District Consolidated – Account #43

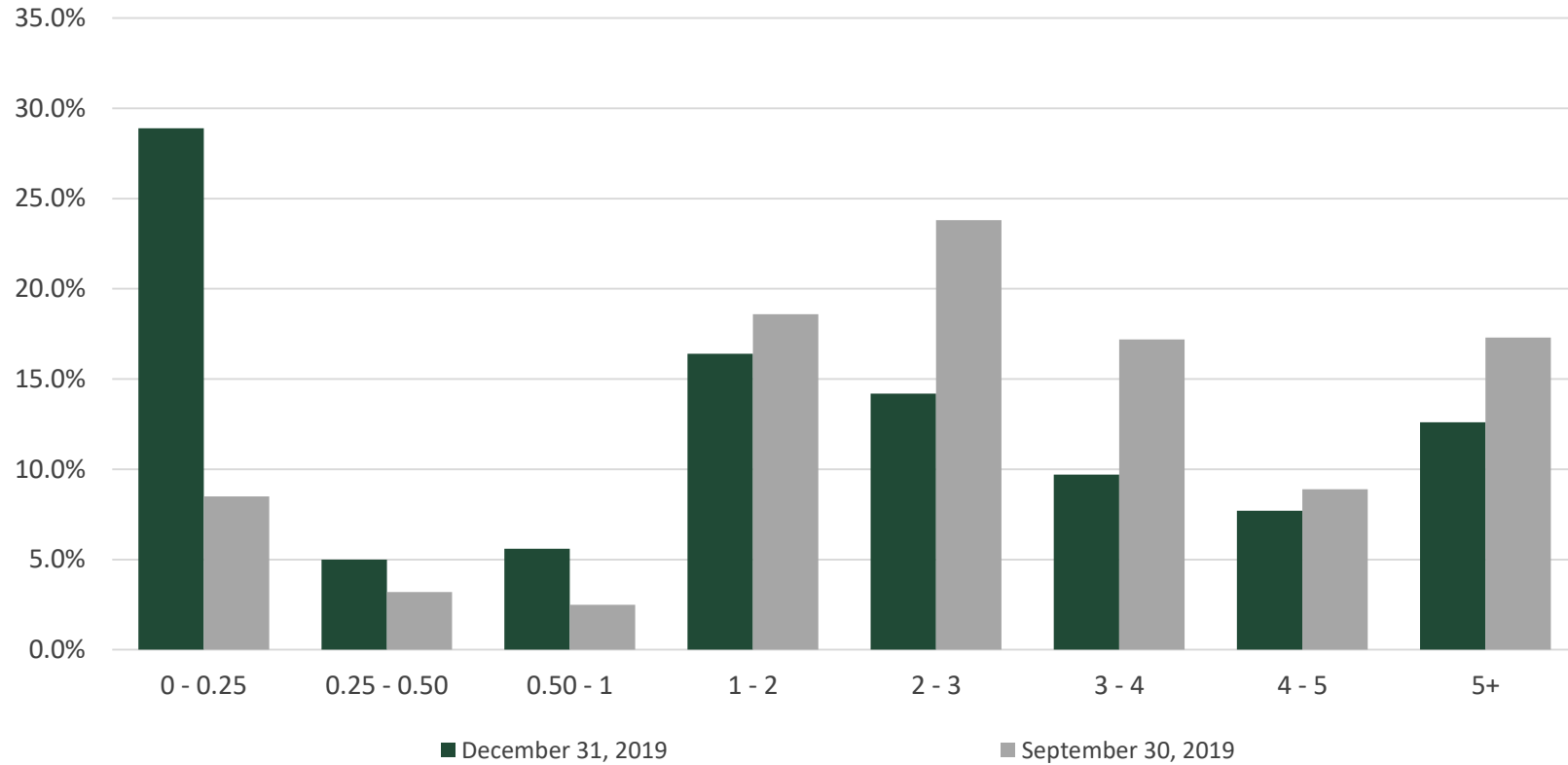
Issue Name	Investment Type	Avg Mkt Yield	Avg Maturity	% Portfolio
Wal-Mart Stores	US Corporate	1.83%	3.49	0.54%
International Finance Corp	Supranational	1.68%	1.07	0.49%
US Bancorp	US Corporate	1.80%	2.07	0.43%
Verizon Owner Trust	ABS	1.99%	4.31	0.31%
US Bancorp	Money Market Fund FI	0.20%	0.00	0.23%
Bank Cash Account	Cash	0.00%	0.00	0.02%
<b>TOTAL</b>		<b>1.84%</b>	<b>2.46</b>	<b>100%</b>

# Duration Distribution

As of December 31, 2019

**Moulton Niguel Water District Consolidated**  
December 31, 2019 vs. September 30, 2019

-11-



	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
12/31/19	28.9%	5.0%	5.6%	16.4%	14.2%	9.7%	7.7%	12.6%
09/30/19	8.5%	3.2%	2.5%	18.6%	23.8%	17.2%	8.9%	17.3%

-12-

## Section 2 | Account Profile



## Moulton Niguel Water District Bond Reserves

	Bond Reserves	
	12/31/2019	9/30/2019
<b>Portfolio book value</b>	\$1,311,289	\$1,303,086
<b>Market value</b>	\$1,327,462	\$1,321,661
<b>Net Contribution/Withdrawal for the Period</b>	\$0	--
<b>Average book yield</b>	1.88%	1.90%
<b>Average maturity (yrs)</b>	2.22	2.49
<b>Modified duration</b>	2.13	2.38
<b>\$ change in value for 1% change in rates</b>	\$28,275	\$31,456
<b>% maturing within two years</b>	45.1%	29.9%
<b>Average credit quality</b>	AA+/Aaa	AA+/Aaa

# Portfolio Characteristics

## Moulton Niguel Water District Liquid Fund

	ICE BAML 3-Month US Treasury Bill Index		Liquid Fund	
	12/31/2019	12/31/2019	12/31/2019	9/30/2019
Portfolio book value	--	\$19,298,267	\$19,298,267	\$7,782,801
Market value	--	\$19,364,281	\$19,364,281	\$7,845,987
Net Contribution/Withdrawal for the Period	--	\$11,450,000	\$11,450,000	--
Average book yield	--	2.03%	2.03%	2.25%
Average maturity (yrs)	0.15	0.00	0.00	0.00
Modified duration	0.16	0.00	0.00	0.00
\$ change in value for 1% change in rates	--	\$0	\$0	\$0
% maturing within one year	100%	100%	100%	100%
Average credit quality	AAA	Not Rated	Not Rated	Not Rated

-14-

## Portfolio Characteristics

As of December 31, 2019

### Moulton Niguel Water District Limited Maturity Fund

	ICE BAML 0-3 Yr US	Limited Maturity Fund	
	Treasury Index	12/31/2019	9/30/2019
Portfolio book value	--	\$31,195,892	\$2,622,744
Market value	--	\$31,243,704	\$2,654,508
Net Contribution/Withdrawal for the Period	--	\$28,545,275	--
Average book yield	--	1.77%	2.89%
Average maturity (yrs)	1.41	0.75	1.88
Modified duration	1.37	0.38	0.44
\$ change in value for 1% change in rates	--	\$118,726	\$11,680
% maturing within two years	69.5%	69.5%	0.0%
Average credit quality	AAA	AA+/Aaa	AAA/Aaa

-15-

# Portfolio Characteristics

## Moulton Niguel Water District Operating Reserve Fund

	ICE BAML 1-10 Yr US Treasury/Agency Index	Operating Reserve Fund	
	12/31/2019	12/31/2019	9/30/2019
Portfolio book value	--	\$79,594,602	\$84,294,302
Market value	--	\$82,016,070	\$86,769,665
Net Contribution/Withdrawal for the Period	--	(\$4,991,875)	--
Average book yield	--	2.46%	2.49%
Average maturity (yrs)	3.89	3.80	3.70
Modified duration	3.62	3.49	3.41
\$ change in value for 1% change in rates	--	\$2,862,361	\$2,958,846
% maturing within two years	24.2%	24.2%	23.8%
Average credit quality	AAA	AA/Aa1	AA/Aa1

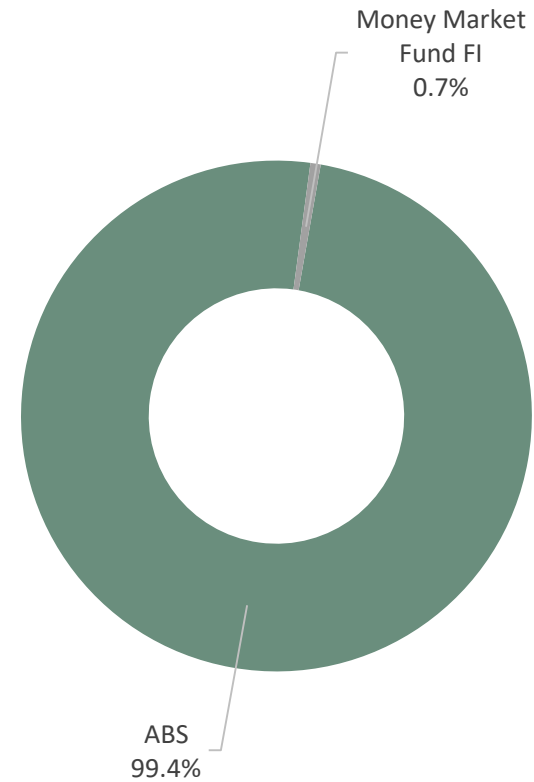
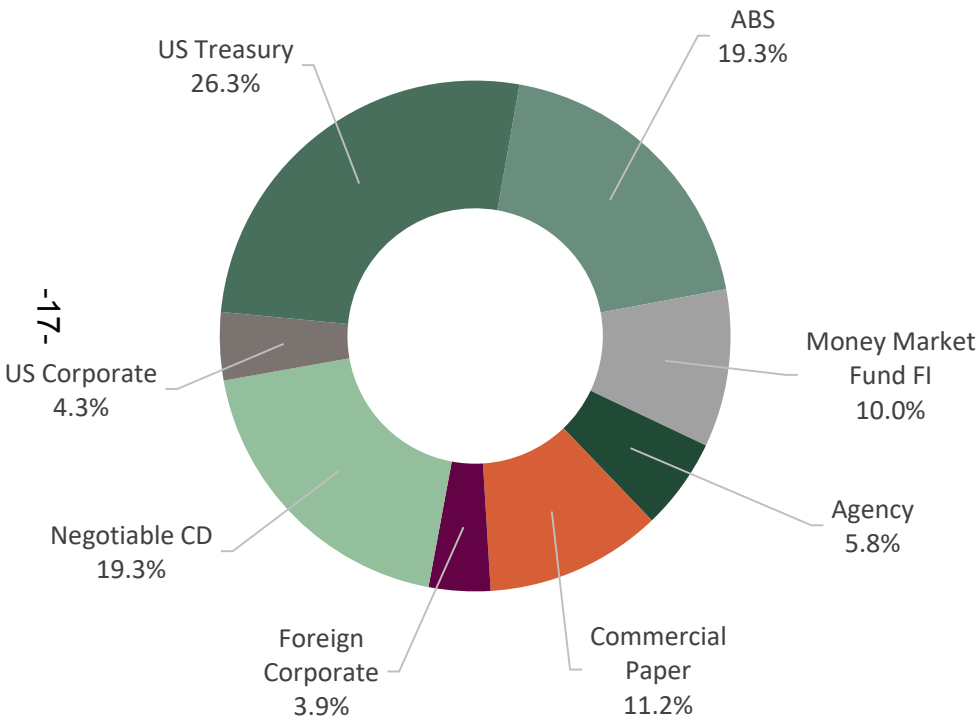
# Sector Distribution

As of December 31, 2019

## Moulton Niguel Water District Limited Maturity

December 31, 2019

September 30, 2019



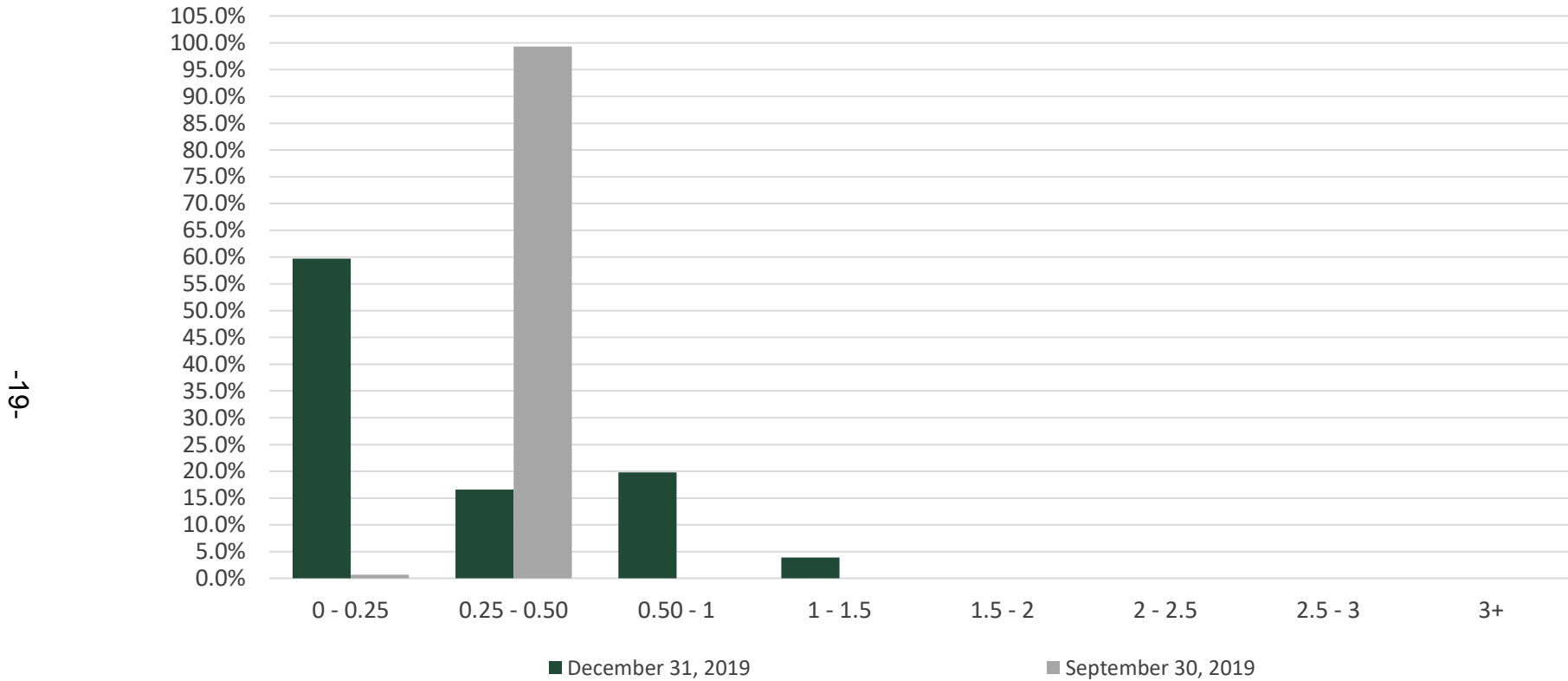
Moulton Niguel Water District Limited Maturity – Account #42

Issue Name	Investment Type	Avg Mkt Yield	Avg Maturity	% Portfolio
Government of United States	US Treasury	1.65%	0.45	26.32%
Wells Fargo Adv Govt Money Market Fund	Money Market Fund FI	1.37%	0.00	10.02%
John Deere ABS	ABS	2.01%	2.07	8.12%
MUFG Bank Ltd/NY	Commercial Paper	1.92%	0.15	7.98%
Honda ABS	ABS	1.91%	2.64	6.47%
Bank of Nova Scotia Houston	Negotiable CD	1.90%	0.19	6.44%
Bank of Montreal Chicago	Negotiable CD	1.98%	0.21	6.41%
Toronto Dominion Holdings	Negotiable CD	1.99%	0.25	6.41%
Federal Home Loan Bank	Agency	1.60%	0.06	5.76%
American Express ABS	ABS	1.91%	2.88	4.74%
ChevronTexaco Corp	US Corporate	1.85%	0.88	4.26%
HSBC Holdings PLC	Foreign Corporate	2.15%	1.40	3.90%
Honda Motor Corporation	Commercial Paper	1.86%	0.21	3.19%
<b>TOTAL</b>		<b>1.79%</b>	<b>0.75</b>	<b>100%</b>

# Duration Distribution

As of December 31, 2019

**Moulton Niguel Water District Limited Maturity**  
December 31, 2019 vs. September 30, 2019

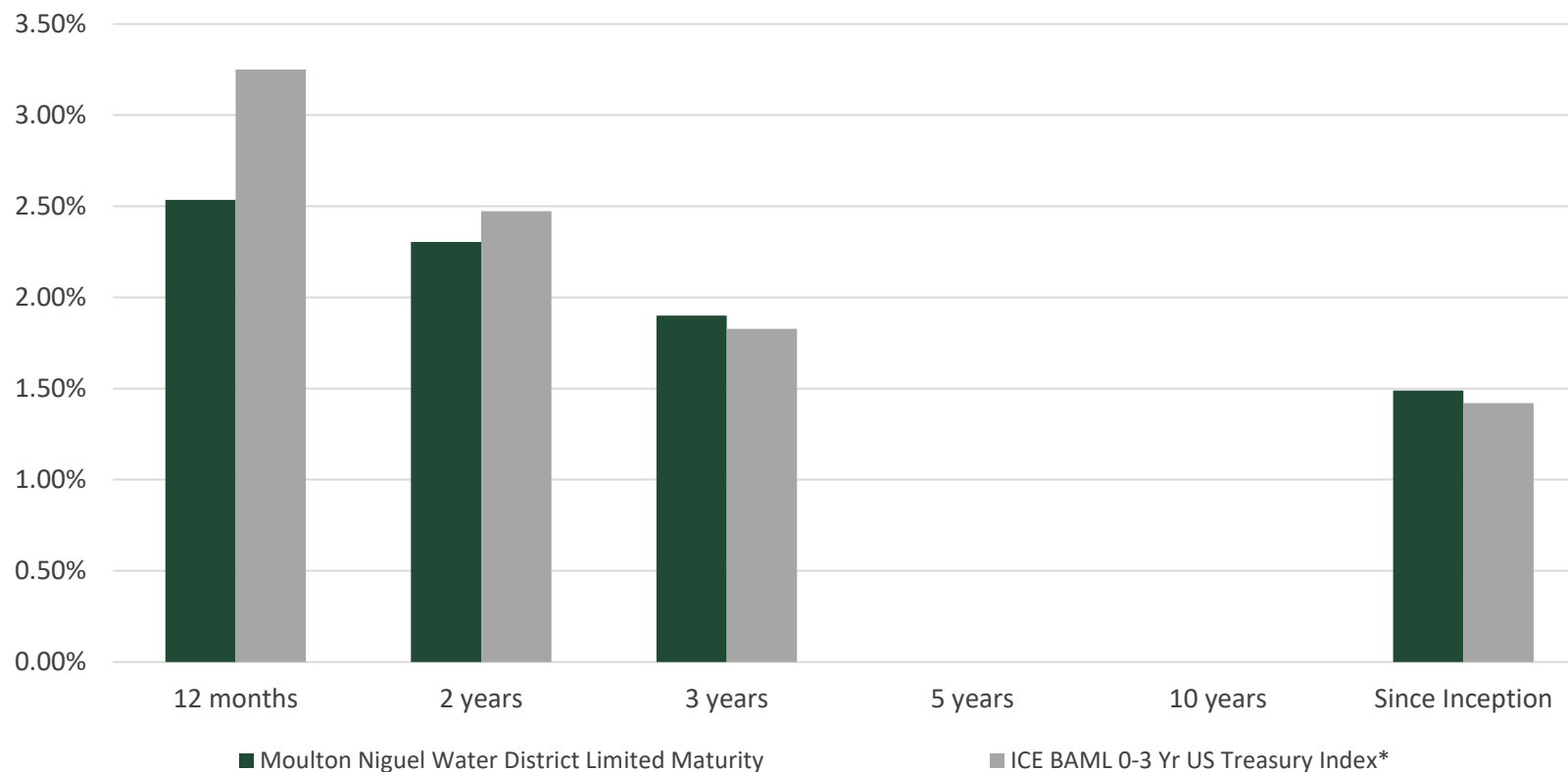


	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 1.5	1.5 - 2	2 - 2.5	2.5 - 3	3+
12/31/19	59.7%	16.6%	19.8%	3.9%	0.0%	0.0%	0.0%	0.0%
09/30/19	0.7%	99.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

# Investment Performance

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

-20-



TOTAL RATE OF RETURN	Annualized						
	3 months	12 months	2 years	3 years	5 years	10 years	Since Inception
Moulton Niguel Water District Limited Maturity	0.27%	2.53%	2.30%	1.90%	N/A	N/A	1.49%
ICE BAML 0-3 Yr US Treasury Index	0.51%	3.25%	2.47%	1.83%	N/A	N/A	1.42%

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

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

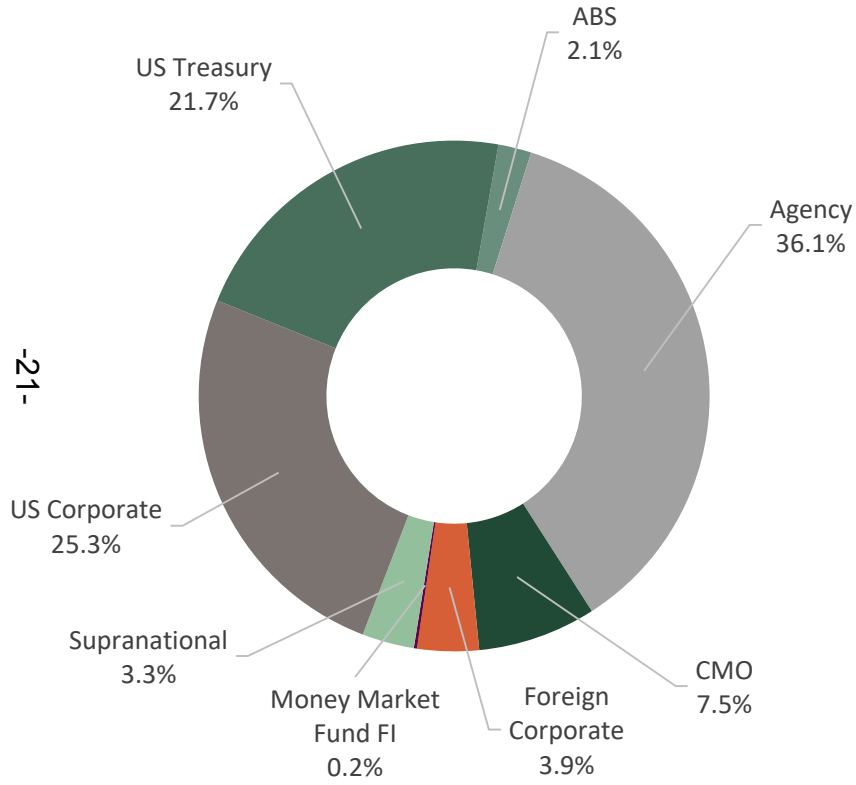


# Sector Distribution

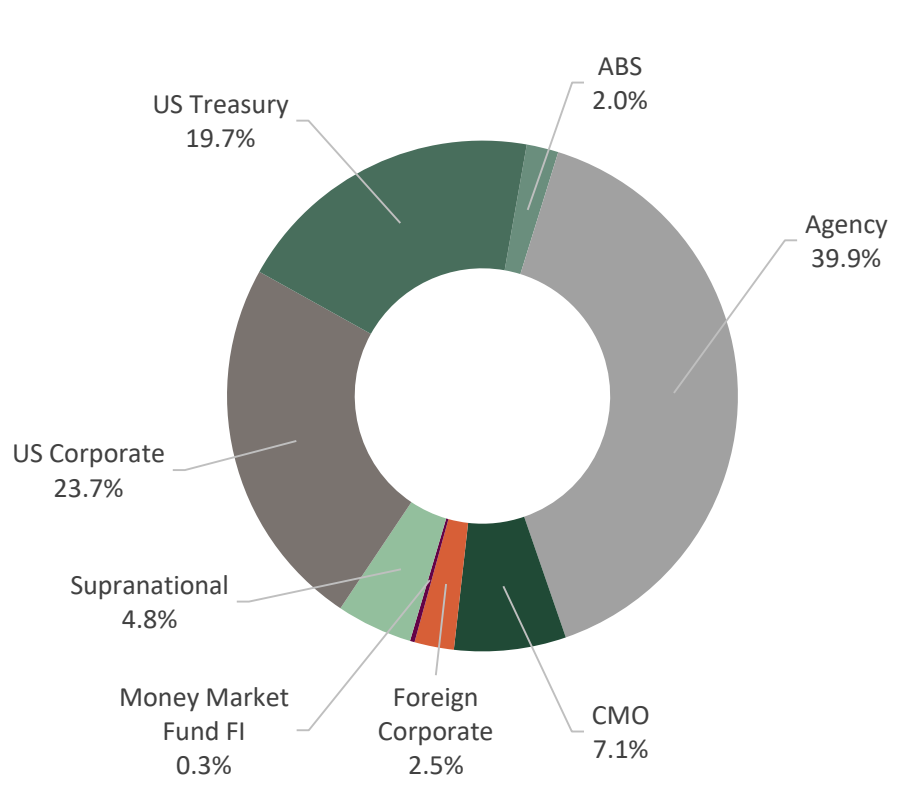
As of December 31, 2019

## Moulton Niguel Water District Operating Reserve

December 31, 2019



September 30, 2019



-21-

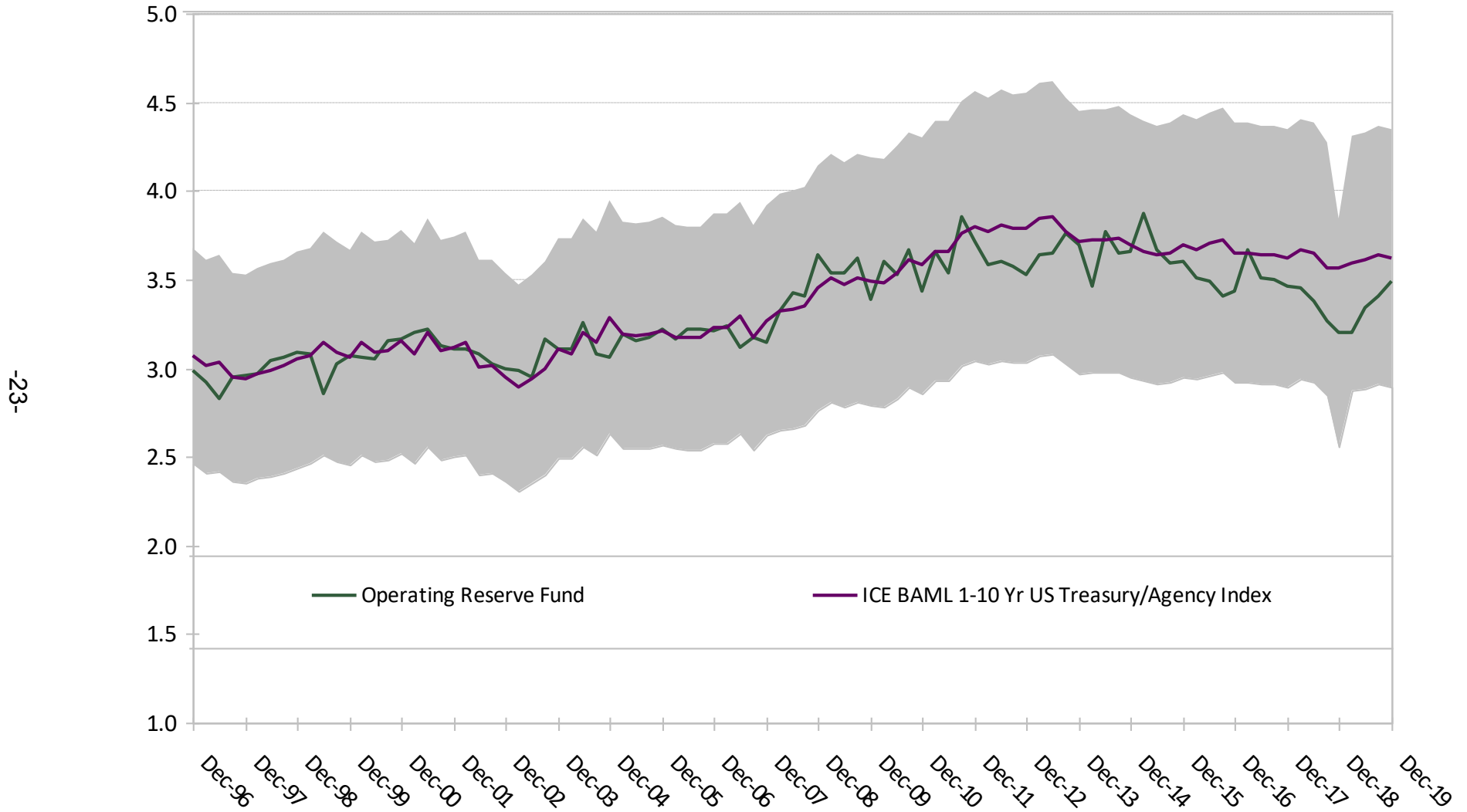
Moulton Niguel Water District Operating Reserve – Account #40

Issue Name	Investment Type	Avg Mkt Yield	Avg Maturity	% Portfolio
Government of United States	US Treasury	1.67%	4.21	21.66%
Federal Home Loan Bank	Agency	1.91%	6.07	14.12%
Federal National Mortgage Association	Agency	1.73%	4.11	11.21%
Tennessee Valley Authority	Agency	1.87%	3.71	7.71%
Federal Home Loan Mortgage Corp	CMO	2.08%	4.00	7.45%
Federal Home Loan Mortgage Corp	Agency	1.60%	1.96	3.05%
Inter-American Dev Bank	Supranational	1.68%	2.38	2.47%
Paccar Financial	US Corporate	1.92%	2.49	1.90%
Oracle Corp	US Corporate	1.77%	1.71	1.66%
Qualcomm Inc	US Corporate	1.96%	0.39	1.64%
State Street Bank	US Corporate	1.80%	1.38	1.54%
Exxon Mobil Corp	US Corporate	1.71%	1.17	1.52%
Honda Motor Corporation	US Corporate	2.07%	3.71	1.45%
Wells Fargo Corp	US Corporate	2.22%	4.70	1.42%
Deere & Company	US Corporate	1.97%	3.08	1.39%
Charles Schwab Corp/The	US Corporate	1.97%	3.07	1.38%
HSBC Holdings PLC	Foreign Corporate	2.27%	3.40	1.34%
JP Morgan Chase & Co	US Corporate	2.33%	4.56	1.31%
Toronto Dominion Holdings	Foreign Corporate	1.96%	3.55	1.30%
Apple Inc	US Corporate	1.70%	2.70	1.30%
Bank of America Corp	US Corporate	2.14%	3.03	1.28%
Toyota Motor Corp	US Corporate	1.86%	2.04	1.27%
PNC Financial Services Group	US Corporate	1.92%	2.13	1.27%
Royal Bank of Canada	Foreign Corporate	2.16%	4.84	1.23%
Berkshire Hathaway	US Corporate	1.88%	3.21	1.13%
IBM Corp	US Corporate	1.90%	2.69	1.13%
Microsoft	US Corporate	1.63%	1.61	1.07%
Wal-Mart Stores	US Corporate	1.83%	3.49	0.92%
John Deere ABS	ABS	2.05%	1.89	0.84%
International Finance Corp	Supranational	1.68%	1.07	0.82%
Honda ABS	ABS	1.89%	3.62	0.75%
US Bancorp	US Corporate	1.80%	2.07	0.72%
Verizon Owner Trust	ABS	1.99%	4.31	0.52%
Wells Fargo Adv Govt Money Market Fund	Money Market Fund FI	1.37%	0.00	0.22%
<b>TOTAL</b>		<b>1.84%</b>	<b>3.80</b>	<b>100%</b>

# Exposure to Market Risk

As of December 31, 2019

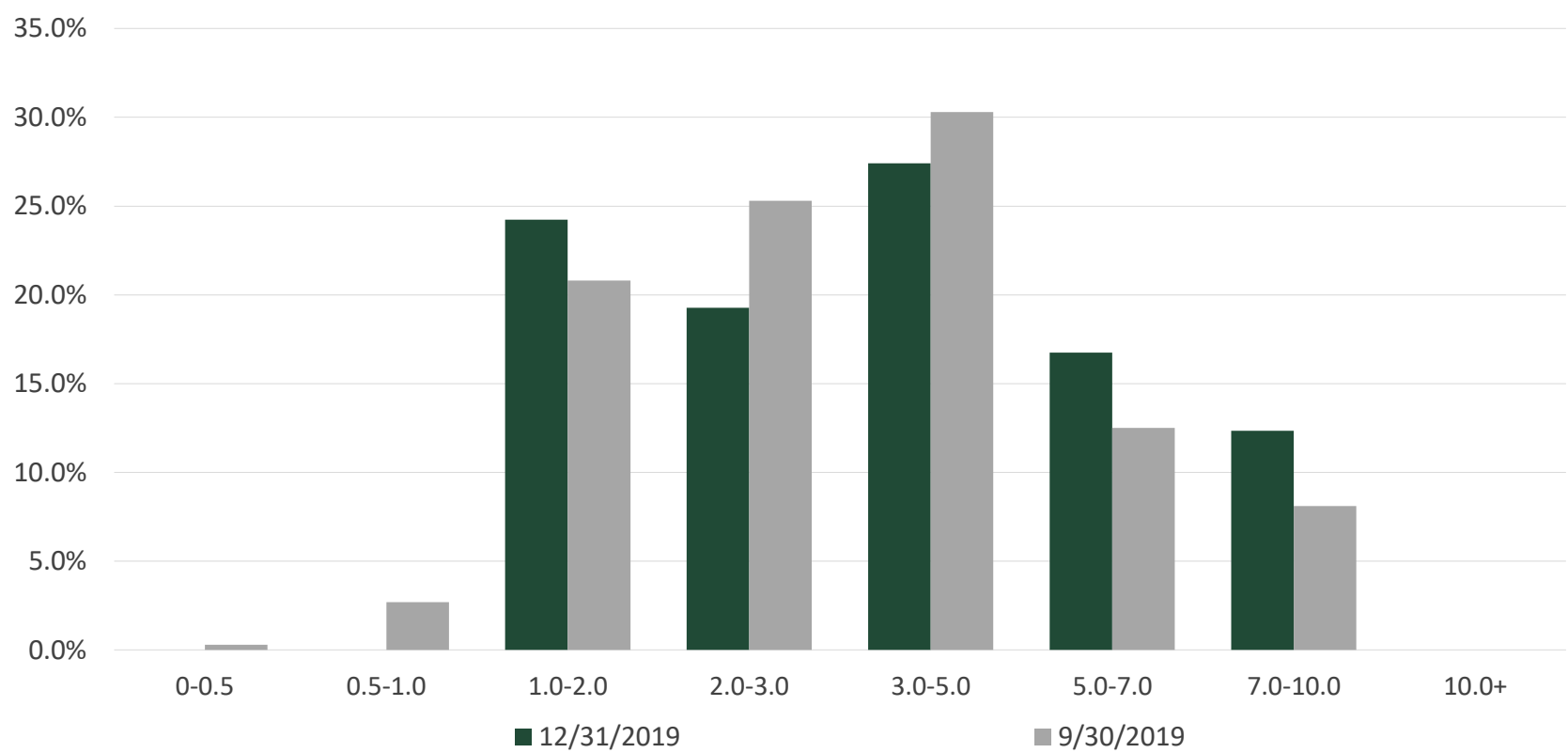
## Operating Reserve Fund Duration Compared to ICE BAML 1-10 Yr US Treasury/Agency Index Duration



# Maturity Distribution

Moulton Niguel Water District Operating Reserve Fund  
December 31, 2019 vs. September 30, 2019

-24-

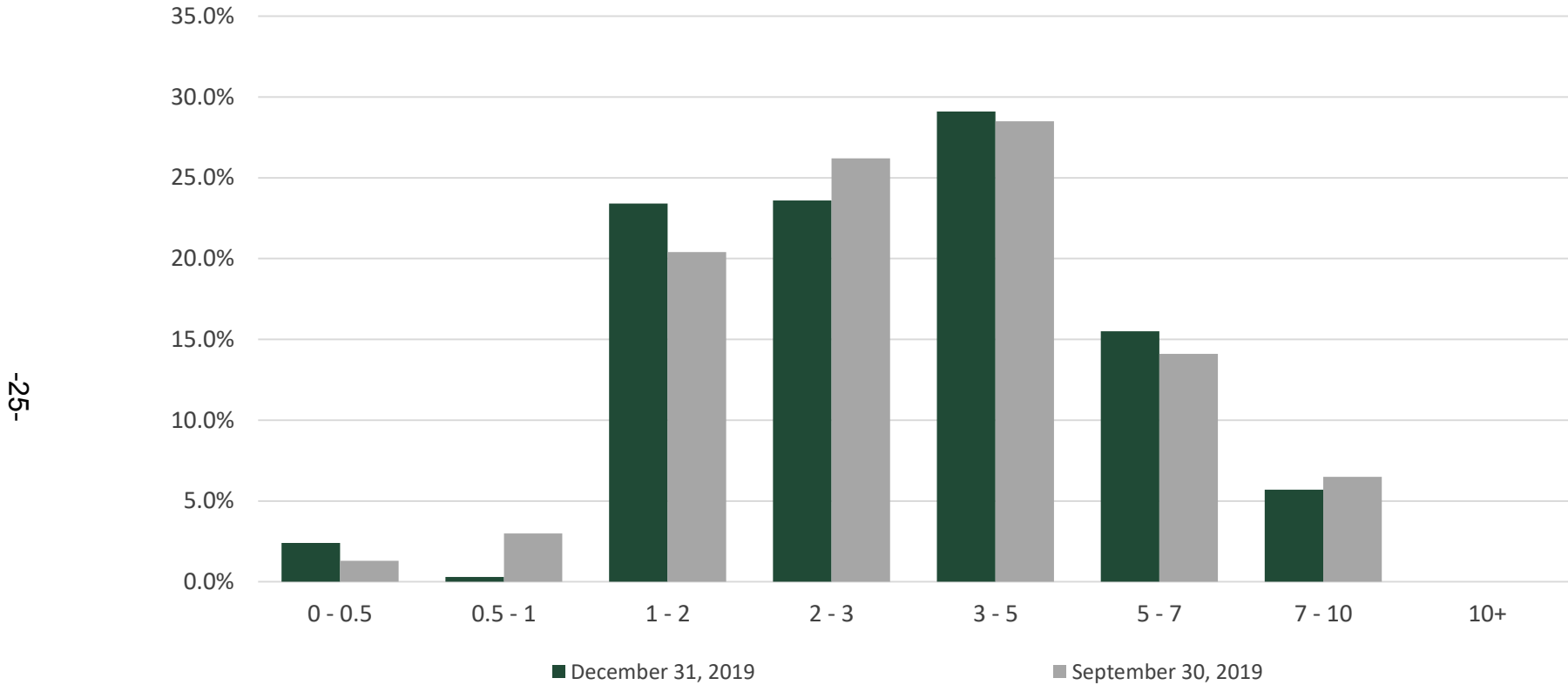


	0-0.5	0.5-1.0	1.0-2.0	2.0-3.0	3.0-5.0	5.0-7.0	7.0-10.0	10.0+
12/31/2019	0.0%	0.0%	24.2%	19.3%	27.4%	16.8%	12.3%	0.0%
9/30/2019	0.3%	2.7%	20.8%	25.3%	30.3%	12.5%	8.1%	0.0%

# Duration Distribution

As of December 31, 2019

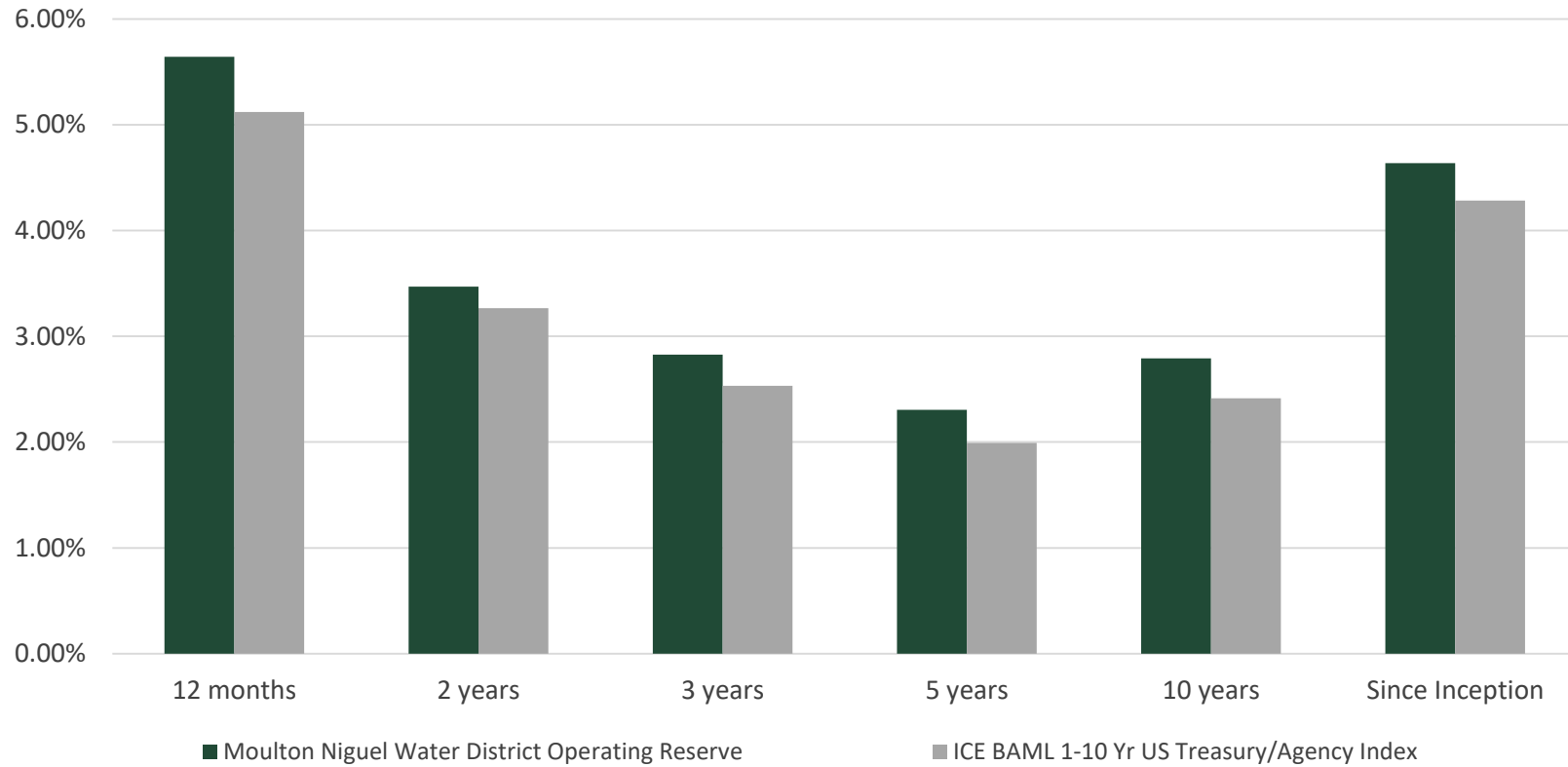
**Moulton Niguel Water District Operating Reserve**  
December 31, 2019 vs. September 30, 2019



	0 - 0.5	0.5 - 1	1 - 2	2 - 3	3 - 5	5 - 7	7 - 10	10+
12/31/19	2.4%	0.3%	23.4%	23.6%	29.1%	15.5%	5.7%	0.0%
09/30/19	1.3%	3.0%	20.4%	26.2%	28.5%	14.1%	6.5%	0.0%

# Investment Performance

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



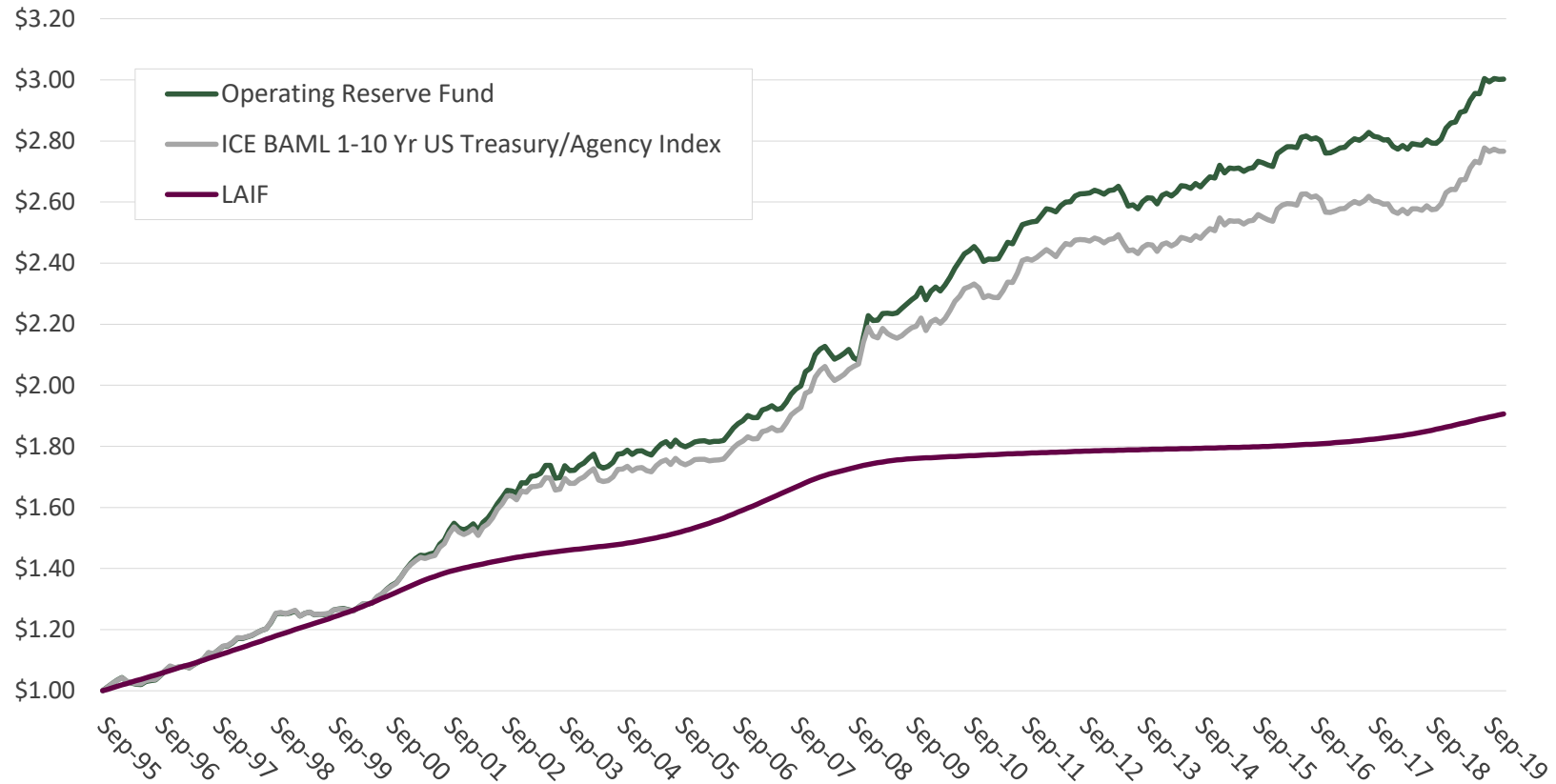
TOTAL RATE OF RETURN	Annualized						
	3 months	12 months	2 years	3 years	5 years	10 years	Since Inception
Moulton Niguel Water District Operating Reserve	0.30%	5.64%	3.47%	2.83%	2.30%	2.79%	4.64%
ICE BAML 1-10 Yr US Treasury/Agency Index	0.03%	5.12%	3.27%	2.53%	1.99%	2.41%	4.28%

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

# Growth Over Time

As of December 31, 2019

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



**Historical return on \$1 million invested in September 1995**

	12/31/2019	Return
<b>Operating Reserve Fund</b>	\$3,001,965	4.64%
ICE BAML 1-10 Yr US Treasury/Agency Index	\$2,765,826	4.28%
<b>LAIF</b>	\$1,906,077	2.70%

-27-

## Section 3 | Portfolio Holdings



# Holdings Report

As of December 31, 2019

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

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	19,298,266.58	Various 2.03%	19,298,266.58 19,298,266.58	1.00 2.03%	19,298,266.58 66,014.01	100.00% 0.00	NR / NR NR	0.00 0.00
<b>TOTAL LAIF</b>		<b>19,298,266.58</b>	<b>2.03%</b>	<b>19,298,266.58</b>	<b>2.03%</b>	<b>66,014.01</b>	<b>0.00</b>	<b>NR</b>	<b>0.00</b>
<b>TOTAL PORTFOLIO</b>		<b>19,298,266.58</b>	<b>2.03%</b>	<b>19,298,266.58</b>	<b>2.03%</b>	<b>66,014.01</b>	<b>0.00</b>	<b>NR</b>	<b>0.00</b>
<b>TOTAL MARKET VALUE PLUS ACCRUALS</b>						<b>19,364,280.59</b>			

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

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
47789JAB2	John Deere Owner Trust 2019-A A2 2.850% Due 12/15/2021	1,694,122.30	11/21/2019 2.52%	1,700,210.55 1,700,210.55	100.33 2.03%	1,699,632.97 2,145.89	5.45% (577.58)	Aaa / NR AAA	1.96 0.39
47788CAC6	John Deere Owner Trust 2018-A A3 2.660% Due 04/18/2022	830,740.94	12/17/2019 2.37%	833,823.77 833,823.77	100.38 1.95%	833,870.94 982.12	2.67% 47.17	Aaa / NR AAA	2.30 0.52
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.950% Due 08/22/2022	2,000,000.00	12/16/2019 1.27%	2,020,546.88 2,020,546.88	101.01 1.91%	2,020,156.00 1,638.89	6.47% (390.88)	Aaa / NR AAA	2.64 0.95
02582JHE3	American Express Credit Trust 2017-3 A 1.770% Due 11/15/2022	1,480,000.00	12/09/2019 1.79%	1,479,653.13 1,479,653.13	99.96 1.91%	1,479,453.88 1,164.27	4.74% (199.25)	NR / AAA AAA	2.88 0.27
<b>TOTAL ABS</b>		<b>6,004,863.24</b>	<b>1.90%</b>	<b>6,034,234.33</b>	<b>1.95%</b>	<b>6,033,113.79</b> <b>5,931.17</b>	<b>19.33%</b> <b>(1,120.54)</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>2.46</b> <b>0.57</b>
<b>Agency</b>									
313384SB6	FHLB Discount Note 1.575% Due 01/21/2020	1,800,000.00	11/21/2019 1.60%	1,795,196.25 1,798,425.00	99.91 1.60%	1,798,425.00 0.00	5.76% 0.00	P-1 / A-1+ F-1+	0.06 0.06
<b>TOTAL Agency</b>		<b>1,800,000.00</b>	<b>1.60%</b>	<b>1,795,196.25</b> <b>1,798,425.00</b>	<b>1.60%</b>	<b>1,798,425.00</b> <b>0.00</b>	<b>5.76%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>0.06</b> <b>0.06</b>
<b>Commercial Paper</b>									
62479LBQ7	MUFG Bank Ltd Discount CP 1.880% Due 02/24/2020	2,500,000.00	11/21/2019 1.92%	2,487,597.22 2,492,950.00	99.72 1.92%	2,492,950.00 0.00	7.98% 0.00	P-1 / A-1 NR	0.15 0.15
02665JCJ7	American Honda Corp Discount CP 1.830% Due 03/18/2020	1,000,000.00	12/17/2019 1.86%	995,323.33 996,085.83	99.61 1.86%	996,085.83 0.00	3.19% 0.00	P-1 / A-1 F-1	0.21 0.21
<b>TOTAL Commercial Paper</b>		<b>3,500,000.00</b>	<b>1.90%</b>	<b>3,482,920.55</b> <b>3,489,035.83</b>	<b>1.90%</b>	<b>3,489,035.83</b> <b>0.00</b>	<b>11.17%</b> <b>0.00</b>	<b>P-1 / A-1</b> <b>F-1</b>	<b>0.17</b> <b>0.17</b>
<b>Foreign Corporate</b>									
404280AY5	HSBC Holdings PLC Note 2.950% Due 05/25/2021	1,200,000.00	12/12/2019 2.15%	1,213,476.00 1,213,476.00	101.12 2.15%	1,213,476.00 3,540.00	3.90% 0.00	A2 / A A+	1.40 1.36
<b>TOTAL Foreign Corporate</b>		<b>1,200,000.00</b>	<b>2.15%</b>	<b>1,213,476.00</b> <b>1,213,476.00</b>	<b>2.15%</b>	<b>1,213,476.00</b> <b>3,540.00</b>	<b>3.90%</b> <b>0.00</b>	<b>A2 / A</b> <b>A+</b>	<b>1.40</b> <b>1.36</b>

# Holdings Report

As of December 31, 2019

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

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>Money Market Fund FI</b>									
94975J466	Wells Fargo Advantage Government MMF	3,132,029.75	Various 1.37%	3,132,029.75 3,132,029.75	1.00 1.37%	3,132,029.75 0.00	10.02% 0.00	Aaa / AAA NR	0.00 0.00
<b>TOTAL Money Market Fund FI</b>		<b>3,132,029.75</b>	<b>1.37%</b>	<b>3,132,029.75</b>	<b>1.37%</b>	<b>3,132,029.75</b> <b>0.00</b>	<b>10.02%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>Negotiable CD</b>									
06417MBK0	Bank of Nova Scotia Houston Yankee CD 2.000% Due 03/09/2020	2,000,000.00	12/12/2019 1.90%	2,000,438.34 2,000,438.34	100.02 1.90%	2,000,438.34 12,666.67	6.44% 0.00	P-1 / A-1 F-1+	0.19 0.19
06367BDS5	Bank of Montreal Chicago Yankee CD 2.000% Due 03/18/2020	2,000,000.00	12/19/2019 1.98%	2,000,098.96 2,000,098.96	100.00 1.98%	2,000,098.96 1,555.56	6.41% 0.00	P-1 / A-1 F-1	0.21 0.21
89114NE68	TORONTO DOMINION BANK NY Yankee CD 1.990% Due 03/31/2020	2,000,000.00	12/19/2019 1.99%	2,000,000.00 2,000,000.00	100.00 1.99%	2,000,000.00 1,437.22	6.41% 0.00	P-1 / A-1+ F-1+	0.25 0.25
<b>TOTAL Negotiable CD</b>		<b>6,000,000.00</b>	<b>1.96%</b>	<b>6,000,537.30</b> <b>6,000,537.30</b>	<b>1.96%</b>	<b>6,000,537.30</b> <b>15,659.45</b>	<b>19.26%</b> <b>0.00</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>0.22</b> <b>0.22</b>
<b>US Corporate</b>									
166764AY6	Chevron Corp Callable Note Cont 10/17/20 2.419% Due 11/17/2020	1,320,000.00	12/06/2019 1.93%	1,325,926.80 1,325,926.80	100.44 1.85%	1,325,868.72 3,902.65	4.26% (58.08)	Aa2 / AA NR	0.88 0.79
<b>TOTAL US Corporate</b>		<b>1,320,000.00</b>	<b>1.93%</b>	<b>1,325,926.80</b>	<b>1.85%</b>	<b>1,325,868.72</b> <b>3,902.65</b>	<b>4.26%</b> <b>(58.08)</b>	<b>Aa2 / AA</b> <b>NR</b>	<b>0.88</b> <b>0.79</b>
<b>US Treasury</b>									
912828W22	US Treasury Note 1.375% Due 02/15/2020	2,000,000.00	12/30/2019 1.59%	1,999,453.13 1,999,453.13	99.97 1.65%	1,999,300.00 10,387.23	6.43% (153.13)	Aaa / AA+ AAA	0.13 0.12
912828W63	US Treasury Note 1.625% Due 03/15/2020	2,200,000.00	11/21/2019 1.56%	2,200,429.69 2,200,429.69	99.99 1.66%	2,199,828.40 10,607.14	7.07% (601.29)	Aaa / AA+ AAA	0.21 0.21
912828XH8	US Treasury Note 1.625% Due 06/30/2020	2,000,000.00	12/30/2019 1.61%	2,000,156.25 2,000,156.25	100.00 1.63%	2,000,000.00 89.29	6.40% (156.25)	Aaa / AA+ AAA	0.50 0.50
912828N48	US Treasury Note 1.750% Due 12/31/2020	2,000,000.00	12/30/2019 1.64%	2,002,187.50 2,002,187.50	100.09 1.66%	2,001,876.00 96.15	6.41% (311.50)	Aaa / AA+ AAA	1.00 0.99
<b>TOTAL US Treasury</b>		<b>8,200,000.00</b>	<b>1.60%</b>	<b>8,202,226.57</b>	<b>1.65%</b>	<b>8,201,004.40</b> <b>21,179.81</b>	<b>26.32%</b> <b>(1,222.17)</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>0.45</b> <b>0.45</b>
<b>TOTAL PORTFOLIO</b>		<b>31,156,892.99</b>	<b>1.77%</b>	<b>31,186,547.55</b> <b>31,195,891.58</b>	<b>1.79%</b>	<b>31,193,490.79</b> <b>50,213.08</b>	<b>100.00%</b> <b>(2,400.79)</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>0.75</b> <b>0.38</b>
<b>TOTAL MARKET VALUE PLUS ACCRUALS</b>						<b>31,243,703.87</b>			

# Holdings Report

As of December 31, 2013

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

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
47787XAC1	John Deere Owner Trust 2017-A A3 1.780% Due 04/15/2021	89,009.11	06/01/2018 2.65%	88,125.98 88,125.98	99.97 2.02%	88,983.44 70.42	0.11% 857.46	Aaa / NR AAA	1.29 0.12
47788BAD6	John Deere Owner Trust 2017-B A3 1.820% Due 10/15/2021	379,242.39	Various 2.48%	376,158.85 376,158.85	99.91 2.11%	378,904.27 306.77	0.46% 2,745.42	Aaa / NR AAA	1.79 0.31
47788CAC6	John Deere Owner Trust 2018-A A3 2.660% Due 04/18/2022	220,146.35	02/21/2018 2.68%	220,130.53 220,130.53	100.38 1.95%	220,975.80 260.26	0.27% 845.27	Aaa / NR AAA	2.30 0.52
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.780% Due 08/15/2023	620,000.00	08/20/2019 1.79%	619,994.85 619,994.85	99.77 1.89%	618,592.60 490.49	0.75% (1,402.25)	Aaa / AAA NR	3.62 2.16
92348AAA3	Verizon Owner Trust 2019-C A1A 1.940% Due 04/22/2024	425,000.00	10/01/2019 1.95%	424,967.23 424,967.23	99.91 1.99%	424,598.80 251.93	0.52% (368.43)	NR / AAA AAA	4.31 2.19
<b>TOTAL ABS</b>		<b>1,733,397.85</b>	<b>2.14%</b>	<b>1,729,377.44</b>	<b>1.98%</b>	<b>1,732,054.91</b> <b>1,379.87</b>	<b>2.11%</b> <b>2,677.47</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>3.10</b> <b>1.45</b>
<b>Municipality</b>									
591EL2	Tennessee Valley Authority Note 3.875% Due 02/15/2021	1,695,000.00	04/06/2011 3.87%	1,696,288.20 1,696,288.20	102.22 1.86%	1,732,671.38 24,812.92	2.14% 36,383.18	Aaa / AA+ AAA	1.13 1.08
3135G0J20	FNMA Note 1.375% Due 02/26/2021	1,350,000.00	04/21/2016 1.45%	1,345,099.50 1,345,099.50	99.75 1.60%	1,346,604.75 6,445.31	1.65% 1,505.25	Aaa / AA+ AAA	1.16 1.13
3135G0K69	FNMA Note 1.250% Due 05/06/2021	1,400,000.00	07/22/2016 1.27%	1,398,978.00 1,398,978.00	99.53 1.60%	1,393,399.00 2,673.61	1.70% (5,579.00)	Aaa / AA+ AAA	1.35 1.33
3133752P1	FHLB Note 3.500% Due 07/29/2021	1,525,000.00	08/03/2011 3.19%	1,565,763.25 1,565,763.25	102.87 1.65%	1,568,711.08 22,536.11	1.94% 2,947.83	Aaa / AA+ AAA	1.58 1.52
3137EAEC9	FHLMC Note 1.125% Due 08/12/2021	450,000.00	08/16/2016 1.32%	445,702.50 445,702.50	99.26 1.59%	446,680.35 1,954.69	0.55% 977.85	Aaa / AA+ AAA	1.62 1.58
3137EADB2	FHLMC Note 2.375% Due 01/13/2022	2,000,000.00	01/27/2016 1.78%	2,066,660.00 2,066,660.00	101.54 1.60%	2,030,830.00 22,166.67	2.50% (35,830.00)	Aaa / AA+ AAA	2.04 1.96
3130A5P45	FHLB Note 2.375% Due 06/10/2022	1,850,000.00	07/24/2015 2.31%	1,857,751.50 1,857,751.50	101.95 1.56%	1,886,028.75 2,563.02	2.30% 28,277.25	Aaa / AA+ AAA	2.44 2.37
880591EN8	Tennessee Valley Authority Note 1.875% Due 08/15/2022	1,585,000.00	Various 2.09%	1,556,800.80 1,556,800.80	100.40 1.72%	1,591,408.16 11,227.09	1.95% 34,607.36	Aaa / AA+ AAA	2.62 2.53
3135G0T78	FNMA Note 2.000% Due 10/05/2022	900,000.00	10/05/2017 2.01%	899,406.00 899,406.00	101.08 1.60%	909,678.60 4,300.00	1.11% 10,272.60	Aaa / AA+ AAA	2.76 2.67
313383YJ4	FHLB Note 3.375% Due 09/08/2023	325,000.00	11/29/2018 3.00%	330,401.50 330,401.50	106.09 1.66%	344,795.43 3,442.97	0.42% 14,393.93	Aaa / AA+ NR	3.69 3.44

# Holdings Report

As of December 31, 2019

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

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3135G0ZR7	FNMA Note 2.625% Due 09/06/2024	1,400,000.00	10/29/2014 2.68%	1,393,896.00 1,393,896.00	104.11 1.71%	1,457,495.20 11,739.58	1.79% 63,599.20	Aaa / AA+ AAA	4.69 4.37
880591ER9	Tennessee Valley Authority Note 2.875% Due 09/15/2024	1,500,000.00	02/27/2019 2.65%	1,517,325.00 1,517,325.00	104.73 1.82%	1,570,915.50 12,697.92	1.93% 53,590.50	Aaa / AA+ AAA	4.71 4.37
3135G0W66	FNMA Note 1.625% Due 10/15/2024	850,000.00	10/17/2019 1.66%	848,546.50 848,546.50	99.54 1.72%	846,124.85 2,800.87	1.04% (2,421.65)	Aaa / AA+ AAA	4.79 4.57
3135G0K36	FNMA Note 2.125% Due 04/24/2026	1,900,000.00	Various 2.16%	1,893,849.00 1,893,849.00	101.51 1.87%	1,928,754.60 7,514.24	2.36% 34,905.60	Aaa / AA+ AAA	6.32 5.87
3130AGFP5	FHLB Note 2.500% Due 06/12/2026	1,650,000.00	06/17/2019 2.19%	1,683,280.50 1,683,280.50	103.77 1.88%	1,712,236.35 2,177.08	2.09% 28,955.85	Aaa / AA+ NR	6.45 5.94
3130A2VE3	FHLB Note 3.000% Due 09/11/2026	500,000.00	05/25/2017 2.61%	516,110.00 516,110.00	106.30 1.99%	531,507.00 4,583.33	0.65% 15,397.00	Aaa / AA+ NR	6.70 6.02
3135G0Q22	FNMA Note 1.875% Due 09/24/2026	1,275,000.00	12/14/2016 2.97%	1,157,190.00 1,157,190.00	99.82 1.90%	1,272,717.75 6,441.41	1.56% 115,527.75	Aaa / AA+ AAA	6.74 6.26
880591EU2	Tennessee Valley Authority Note 2.875% Due 02/01/2027	1,300,000.00	07/30/2019 2.26%	1,354,418.00 1,354,418.00	104.97 2.11%	1,364,663.30 15,572.92	1.68% 10,245.30	Aaa / AA+ AAA	7.09 6.34
3130ACKB9	FHLB Note 2.625% Due 09/10/2027	1,600,000.00	11/20/2017 2.68%	1,592,032.00 1,592,032.00	103.98 2.06%	1,663,617.60 12,950.00	2.04% 71,585.60	Aaa / AA+ NR	7.70 6.91
3130AEB25	FHLB Note 3.250% Due 06/09/2028	1,500,000.00	01/29/2019 3.13%	1,514,355.00 1,514,355.00	108.98 2.08%	1,634,736.00 2,979.17	2.00% 120,381.00	Aaa / AA+ NR	8.45 7.41
3130AG3X1	FHLB Note 2.875% Due 03/09/2029	430,000.00	04/22/2019 2.90%	428,968.00 428,968.00	106.17 2.13%	456,520.25 3,846.11	0.56% 27,552.25	Aaa / AA+ NR	9.19 8.03
3130AGDY8	FHLB Note 2.750% Due 06/08/2029	1,645,000.00	Various 2.45%	1,688,254.35 1,688,254.35	104.72 2.19%	1,722,708.16 2,890.17	2.10% 34,453.81	Aaa / AA+ NR	9.44 8.30
<b>TOTAL Agency</b>		<b>28,630,000.00</b>	<b>2.41%</b>	<b>28,751,075.60</b>	<b>1.82%</b>	<b>29,412,804.06</b> <b>188,315.19</b>	<b>36.09%</b> <b>661,728.46</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>4.61</b> <b>4.23</b>
<b>CMO</b>									
3137B5JM6	FHLMC K034 A2 3.531% Due 07/25/2023	1,275,000.00	08/28/2018 3.03%	1,302,043.95 1,302,043.95	104.89 2.00%	1,337,364.08 3,751.69	1.64% 35,320.13	NR / NR AAA	3.57 3.24
3137B4WB8	FHLMC K033 A2 3.060% Due 07/25/2023	1,200,000.00	10/19/2018 3.64%	1,184,718.75 1,184,718.75	103.31 2.01%	1,239,684.00 612.00	1.51% 54,965.25	Aaa / NR NR	3.57 3.23
3137B7YY9	FHLMC K037 A2 3.490% Due 01/25/2024	1,100,000.00	Various 2.10%	1,161,039.07 1,161,039.07	105.17 2.04%	1,156,861.20 3,199.17	1.41% (4,177.87)	NR / AAA NR	4.07 3.59
3137BYPQ7	FHLMC K726 A2 2.905% Due 04/25/2024	1,300,000.00	04/22/2019 2.72%	1,309,292.97 1,309,292.97	102.77 2.16%	1,336,000.90 3,147.08	1.63% 26,707.93	NR / AAA NR	4.32 3.85

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

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3137FAE0	FHMS K727 A2 2.946% Due 07/25/2024	1,000,000.00	07/23/2019 1.66%	1,031,054.69 1,031,054.69	103.05 2.18%	1,030,473.00 2,455.00	1.26% (581.69)	NR / AAA NR	4.57 4.09
<b>TOTAL CMO</b>		<b>5,875,000.00</b>	<b>2.68%</b>	<b>5,988,149.43</b>	<b>2.08%</b>	<b>6,100,383.18</b> <b>13,164.94</b>	<b>7.45%</b> <b>112,233.75</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>4.00</b> <b>3.58</b>
<b>Foreign Corporate</b>									
404280BA6	HSBC Holdings PLC Note 3.600% Due 05/25/2023	1,050,000.00	10/18/2018 4.00%	1,032,465.00 1,032,465.00	104.33 2.27%	1,095,449.25 3,780.00	1.34% 62,984.25	A2 / A A+	3.40 3.19
89114QC48	Toronto Dominion Bank Note 3.500% Due 07/19/2023	1,000,000.00	07/27/2018 3.56%	997,100.00 997,100.00	105.26 1.96%	1,052,614.00 15,750.00	1.30% 55,514.00	Aa1 / AA- AA-	3.55 3.29
78015K7C2	Royal Bank of Canada Note 2.250% Due 11/01/2024	1,000,000.00	12/05/2019 2.26%	999,480.00 999,480.00	100.42 2.16%	1,004,245.00 4,187.50	1.23% 4,765.00	A2 / A AA	4.84 4.54
<b>TOTAL Foreign Corporate</b>		<b>3,050,000.00</b>	<b>3.30%</b>	<b>3,029,045.00</b>	<b>2.13%</b>	<b>3,152,308.25</b> <b>23,717.50</b>	<b>3.87%</b> <b>123,263.25</b>	<b>A1 / A+</b> <b>AA-</b>	<b>3.91</b> <b>3.65</b>
<b>Money Market Fund FI</b>									
94975J466	Wells Fargo Advantage Government MMF	179,820.97	Various 1.37%	179,820.97 179,820.97	1.00 1.37%	179,820.97 0.00	0.22% 0.00	Aaa / AAA NR	0.00 0.00
<b>TOTAL Money Market Fund FI</b>		<b>179,820.97</b>	<b>1.37%</b>	<b>179,820.97</b>	<b>1.37%</b>	<b>179,820.97</b> <b>0.00</b>	<b>0.22%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>Supranational</b>									
45950KCM0	International Finance Corp Note 2.250% Due 01/25/2021	665,000.00	01/18/2018 2.35%	663,044.90 663,044.90	100.60 1.68%	668,986.01 6,483.75	0.82% 5,941.11	Aaa / AAA NR	1.07 1.04
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 01/18/2022	1,000,000.00	01/10/2017 2.15%	998,770.00 998,770.00	100.86 1.69%	1,008,649.00 9,621.53	1.24% 9,879.00	Aaa / NR AAA	2.05 1.98
4581X0CZ9	Inter-American Dev Bank Note 1.750% Due 09/14/2022	1,000,000.00	02/28/2018 2.80%	955,460.00 955,460.00	100.23 1.66%	1,002,340.00 5,201.39	1.23% 46,880.00	Aaa / AAA AAA	2.71 2.62
<b>TOTAL Supranational</b>		<b>2,665,000.00</b>	<b>2.44%</b>	<b>2,617,274.90</b>	<b>1.68%</b>	<b>2,679,975.01</b> <b>21,306.67</b>	<b>3.29%</b> <b>62,700.11</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>2.05</b> <b>1.98</b>
<b>US Corporate</b>									
747525AD5	Qualcomm Inc Note 2.250% Due 05/20/2020	1,340,000.00	05/13/2015 2.25%	1,340,302.10 1,340,302.10	100.11 1.96%	1,341,472.66 3,433.76	1.64% 1,170.56	A2 / A- NR	0.39 0.38
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 03/01/2021	1,230,000.00	05/16/2016 1.84%	1,251,561.90 1,251,561.90	100.59 1.71%	1,237,260.69 9,110.20	1.52% (14,301.21)	Aaa / AA+ NR	1.17 1.14

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

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
857477AV5	State Street Bank Note 1.950% Due 05/19/2021	1,255,000.00	05/18/2016 2.02%	1,250,557.30 1,250,557.30	100.21 1.80%	1,257,601.62 2,855.13	1.54% 7,044.32	A1 / A AA-	1.38 1.36
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.550% Due 08/08/2021	870,000.00	Various 1.57%	868,966.50 868,966.50	99.87 1.63%	868,848.99 5,356.55	1.07% (117.51)	Aaa / AAA AA+	1.61 1.57
69371RN44	Paccar Financial Corp Note 1.650% Due 08/11/2021	1,102,000.00	Various 2.39%	1,075,704.67 1,075,704.67	99.73 1.82%	1,099,003.66 7,071.16	1.35% 23,298.99	A1 / A+ NR	1.61 1.57
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.900% Due 09/15/2021	1,350,000.00	10/05/2016 1.93%	1,347,988.50 1,347,988.50	100.21 1.77%	1,352,828.25 7,552.50	1.66% 4,839.75	A1 / A+ A	1.71 1.59
89233P5T9	Toyota Motor Credit Corp Note 3.300% Due 01/12/2022	1,000,000.00	05/16/2018 3.35%	998,429.70 998,429.70	102.86 1.86%	1,028,594.00 15,491.67	1.27% 30,164.30	Aa3 / AA- A+	2.04 1.93
91159HHP8	US Bancorp Callable Cont 12/23/2021 2.625% Due 01/24/2022	575,000.00	01/19/2017 2.66%	574,011.00 574,011.00	101.59 1.80%	584,119.50 6,582.55	0.72% 10,108.50	A1 / A+ AA-	2.07 1.90
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 02/17/2022	1,015,000.00	Various 2.53%	1,020,132.25 1,020,132.25	101.41 1.92%	1,029,285.11 9,917.40	1.27% 9,152.86	A2 / A A+	2.13 1.97
44932HAC7	IBM Credit Corp Note 2.200% Due 09/08/2022	915,000.00	11/29/2017 2.58%	899,518.20 899,518.20	100.79 1.90%	922,194.65 6,318.58	1.13% 22,676.45	A2 / A NR	2.69 2.58
-35- 833DC1	Apple Inc Callable Note Cont 08/12/2022 2.100% Due 09/12/2022	1,050,000.00	09/12/2017 2.23%	1,043,626.50 1,043,626.50	101.01 1.70%	1,060,582.95 6,676.25	1.30% 16,956.45	Aa1 / AA+ NR	2.70 2.52
06051GEU9	Bank of America Corp Note 3.300% Due 01/11/2023	1,000,000.00	03/09/2018 3.44%	993,910.00 993,910.00	103.39 2.14%	1,033,882.00 15,583.33	1.28% 39,972.00	A2 / A- A+	3.03 2.84
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.650% Due 01/25/2023	1,100,000.00	04/13/2018 3.24%	1,071,411.00 1,071,411.00	101.96 1.97%	1,121,551.20 12,631.67	1.38% 50,140.20	A2 / A A	3.07 2.83
24422ERT8	John Deere Capital Corp Note 2.800% Due 01/27/2023	1,100,000.00	05/22/2018 3.47%	1,068,551.00 1,068,551.00	102.45 1.97%	1,126,986.30 13,175.56	1.39% 58,435.30	A2 / A A	3.08 2.90
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.750% Due 03/15/2023	900,000.00	07/13/2018 3.23%	881,460.00 881,460.00	102.54 1.88%	922,881.60 7,287.50	1.13% 41,421.60	Aa2 / AA A+	3.21 2.89
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.400% Due 06/26/2023	715,000.00	Various 3.41%	714,814.15 714,814.15	105.15 1.83%	751,821.79 337.64	0.92% 37,007.64	Aa2 / AA AA	3.49 3.22
02665WCJ8	American Honda Finance Note 3.450% Due 07/14/2023	325,000.00	07/11/2018 3.49%	324,437.75 324,437.75	104.69 2.07%	340,251.28 5,201.35	0.42% 15,813.53	A2 / A NR	3.54 3.28
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	790,000.00	10/03/2018 3.64%	789,352.20 789,352.20	105.60 2.07%	834,270.02 6,443.44	1.03% 44,917.82	A2 / A NR	3.78 3.51
46647PAU0	JP Morgan Chase & Co Callable Note Cont 7/23/2023 3.797% Due 07/23/2024	1,000,000.00	10/09/2019 2.29%	1,058,880.00 1,058,880.00	105.41 2.33%	1,054,050.00 16,664.61	1.31% (4,830.00)	A2 / A- AA-	4.56 4.13

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

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
69371RQ25	Paccar Financial Corp Note 2.150% Due 08/15/2024	450,000.00	08/08/2019 2.20%	449,005.50 449,005.50	99.91 2.17%	449,602.20 3,655.00	0.55% 596.70	A1 / A+ NR	4.63 4.34
94974BGA2	Wells Fargo Corp Note 3.300% Due 09/09/2024	1,100,000.00	09/11/2019 2.37%	1,147,762.00 1,147,762.00	104.80 2.22%	1,152,827.50 11,293.33	1.42% 5,065.50	A2 / A- A+	4.70 4.30
<b>TOTAL US Corporate</b>				<b>20,170,382.22</b>	<b>1.92%</b>	<b>20,569,915.97</b>	<b>25.29%</b>	<b>A1 / A+</b>	<b>2.55</b>
				<b>20,182,000.00</b>	<b>2.62%</b>	<b>172,639.18</b>	<b>399,533.75</b>	<b>A+</b>	<b>2.38</b>
<b>US Treasury</b>									
912828RR3	US Treasury Note 2.000% Due 11/15/2021	375,000.00	01/18/2012 1.90%	378,312.05 378,312.05	100.79 1.57%	377,959.13 968.41	0.46% (352.92)	Aaa / AA+ AAA	1.88 1.83
912828SF8	US Treasury Note 2.000% Due 02/15/2022	1,025,000.00	07/31/2014 2.33%	1,001,701.37 1,001,701.37	100.85 1.59%	1,033,728.90 7,743.21	1.27% 32,027.53	Aaa / AA+ AAA	2.13 2.06
912828SV3	US Treasury Note 1.750% Due 05/15/2022	2,000,000.00	07/29/2013 2.41%	1,895,945.50 1,895,945.50	100.37 1.59%	2,007,344.00 4,519.23	2.45% 111,398.50	Aaa / AA+ AAA	2.37 2.31
912828TJ9	US Treasury Note 1.625% Due 08/15/2022	2,000,000.00	Various 2.17%	1,910,562.70 1,910,562.70	100.09 1.59%	2,001,876.00 12,275.81	2.46% 91,313.30	Aaa / AA+ AAA	2.62 2.54
912828TY6	US Treasury Note 1.625% Due 11/15/2022	1,600,000.00	05/27/2014 2.37%	1,509,318.90 1,509,318.90	100.07 1.60%	1,601,187.20 3,357.14	1.96% 91,868.30	Aaa / AA+ AAA	2.88 2.79
912828VB3	US Treasury Note 1.750% Due 05/15/2023	1,800,000.00	Various 2.37%	1,713,425.18 1,713,425.18	100.39 1.63%	1,806,960.60 4,067.31	2.21% 93,535.42	Aaa / AA+ AAA	3.37 3.26
912828B66	US Treasury Note 2.750% Due 02/15/2024	1,725,000.00	Various 1.97%	1,819,091.87 1,819,091.87	104.31 1.66%	1,799,323.35 17,917.97	2.22% (19,768.52)	Aaa / AA+ AAA	4.13 3.86
912828J27	US Treasury Note 2.000% Due 02/15/2025	2,000,000.00	08/15/2017 2.15%	1,979,929.88 1,979,929.88	101.45 1.70%	2,028,906.00 15,108.70	2.49% 48,976.12	Aaa / AA+ AAA	5.13 4.82
912828M56	US Treasury Note 2.250% Due 11/15/2025	1,400,000.00	01/25/2018 2.64%	1,361,828.13 1,361,828.13	102.72 1.76%	1,438,117.80 4,067.31	1.76% 76,289.67	Aaa / AA+ AAA	5.88 5.48
912828R36	US Treasury Note 1.625% Due 05/15/2026	1,800,000.00	Various 2.00%	1,753,064.10 1,753,064.10	98.99 1.79%	1,781,789.40 3,776.79	2.18% 28,725.30	Aaa / AA+ AAA	6.38 6.01
912828YG9	US Treasury Note 1.625% Due 09/30/2026	1,000,000.00	12/18/2019 1.86%	985,078.13 985,078.13	98.81 1.81%	988,086.00 4,129.10	1.21% 3,007.87	Aaa / AA+ AAA	6.75 6.33
9128283F5	US Treasury Note 2.250% Due 11/15/2027	800,000.00	11/07/2019 1.89%	821,218.75 821,218.75	102.84 1.86%	822,750.40 2,324.18	1.01% 1,531.65	Aaa / AA+ AAA	7.88 7.18
<b>TOTAL US Treasury</b>				<b>17,129,476.56</b>	<b>1.67%</b>	<b>17,688,028.78</b>	<b>21.66%</b>	<b>Aaa / AA+</b>	<b>4.21</b>
				<b>17,525,000.00</b>	<b>2.21%</b>	<b>80,255.16</b>	<b>558,552.22</b>	<b>Aaa</b>	<b>3.98</b>
<b>TOTAL PORTFOLIO</b>				<b>79,594,602.12</b>	<b>1.84%</b>	<b>81,515,291.13</b>	<b>100.00%</b>	<b>Aa1 / AA</b>	<b>3.80</b>
				<b>79,840,218.82</b>	<b>2.47%</b>	<b>500,778.51</b>	<b>1,920,689.01</b>	<b>Aaa</b>	<b>3.49</b>
<b>TOTAL MARKET VALUE PLUS ACCRUALS</b>						<b>82,016,069.64</b>			



# Holdings Report

As of December 31, 2019

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

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>Agency</b>									
313378J77	FHLB Note 1.875% Due 03/13/2020	95,000.00	04/19/2016 1.20%	97,449.10 97,449.10	100.04 1.66%	95,039.71 534.38	7.20% (2,409.39)	Aaa / AA+ NR	0.20 0.20
3130A7CV5	FHLB Note 1.375% Due 02/18/2021	95,000.00	04/12/2016 1.34%	95,171.00 95,171.00	99.75 1.60%	94,765.92 482.59	7.18% (405.08)	Aaa / AA+ AAA	1.14 1.11
3135G0Q89	FNMA Note 1.375% Due 10/07/2021	95,000.00	Various 1.61%	94,023.65 94,023.65	99.62 1.59%	94,639.10 304.79	7.15% 615.45	Aaa / AA+ AAA	1.77 1.73
3135G0S38	FNMA Note 2.000% Due 01/05/2022	90,000.00	04/24/2017 1.92%	90,320.40 90,320.40	100.77 1.61%	90,693.63 880.00	6.90% 373.23	Aaa / AA+ AAA	2.02 1.95
3135G0T78	FNMA Note 2.000% Due 10/05/2022	120,000.00	01/09/2018 2.36%	118,074.00 118,074.00	101.08 1.60%	121,290.48 573.33	9.18% 3,216.48	Aaa / AA+ AAA	2.76 2.67
3135G0T94	FNMA Note 2.375% Due 01/19/2023	100,000.00	06/13/2018 2.91%	97,733.00 97,733.00	102.26 1.61%	102,258.00 1,068.75	7.78% 4,525.00	Aaa / AA+ AAA	3.05 2.91
3137EAEN5	FHLMC Note 2.750% Due 06/19/2023	100,000.00	09/14/2018 2.97%	99,024.00 99,024.00	103.86 1.60%	103,859.80 91.67	7.83% 4,835.80	Aaa / AA+ AAA	3.47 3.30
3137EAEN5	FHLB Note 3.375% Due 12/08/2023	100,000.00	02/21/2019 2.62%	103,378.00 103,378.00	106.23 1.73%	106,227.60 215.63	8.02% 2,849.60	Aaa / AA+ AAA	3.94 3.69
<b>TOTAL Agency</b>		<b>795,000.00</b>	<b>2.15%</b>	<b>795,173.15</b>	<b>1.63%</b>	<b>808,774.24</b>	<b>61.24%</b>	<b>Aaa / AA+</b>	<b>2.35</b>
						<b>4,151.14</b>	<b>13,601.09</b>	<b>Aaa</b>	<b>2.25</b>
<b>Cash</b>									
90CASH\$00	Cash Custodial Cash Account	21,328.16	Various 0.00%	21,328.16 21,328.16	1.00 0.00%	21,328.16 0.00	1.61% 0.00	NR / NR NR	0.00 0.00
<b>TOTAL Cash</b>		<b>21,328.16</b>	<b>0.00%</b>	<b>21,328.16</b>	<b>0.00%</b>	<b>21,328.16</b>	<b>1.61%</b>	<b>NR / NR</b>	<b>0.00</b>
						<b>0.00</b>	<b>0.00</b>	<b>NR</b>	<b>0.00</b>
<b>US Treasury</b>									
912828UV0	US Treasury Note 1.125% Due 03/31/2020	25,000.00	04/14/2016 1.10%	25,026.45 25,026.45	99.87 1.66%	24,966.80 71.47	1.89% (59.65)	Aaa / AA+ AAA	0.25 0.25
912828WCO	US Treasury Note 1.750% Due 10/31/2020	95,000.00	04/14/2016 1.21%	97,263.99 97,263.99	100.08 1.65%	95,077.90 283.17	7.18% (2,186.09)	Aaa / AA+ AAA	0.84 0.82
912828WN6	US Treasury Note 2.000% Due 05/31/2021	70,000.00	07/11/2016 1.01%	73,281.48 73,281.48	100.55 1.60%	70,385.56 122.40	5.31% (2,895.92)	Aaa / AA+ AAA	1.42 1.39
912828G53	US Treasury Note 1.875% Due 11/30/2021	100,000.00	01/18/2017 1.89%	99,926.12 99,926.12	100.58 1.57%	100,582.00 163.93	7.59% 655.88	Aaa / AA+ AAA	1.92 1.87

# Holdings Report

As of December 31, 2019

#6.

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

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
912828L24	US Treasury Note 1.875% Due 08/31/2022	100,000.00	09/18/2017 1.84%	100,172.21 100,172.21	100.73 1.59%	100,734.40 633.59	7.64% 562.19	Aaa / AA+ AAA	2.67 2.58
912828T91	US Treasury Note 1.625% Due 10/31/2023	100,000.00	06/18/2019 1.84%	99,117.19 99,117.19	99.91 1.65%	99,910.20 276.79	7.55% 793.01	Aaa / AA+ AAA	3.84 3.69
<b>TOTAL US Treasury</b>		<b>490,000.00</b>	<b>1.57%</b>	<b>494,787.44</b>	<b>1.61%</b>	<b>491,656.86</b> <b>1,551.35</b>	<b>37.15%</b> <b>(3,130.58)</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>2.10</b> <b>2.03</b>
<b>TOTAL PORTFOLIO</b>		<b>1,306,328.16</b>	<b>1.90%</b>	<b>1,311,288.75</b>	<b>1.60%</b>	<b>1,321,759.26</b> <b>5,702.49</b>	<b>100.00%</b> <b>10,470.51</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>2.22</b> <b>2.13</b>
<b>TOTAL MARKET VALUE PLUS ACCRUALS</b>						<b>1,327,461.75</b>			

## Section 4 | Transactions

# Transaction Ledger

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

September 30, 2019 through December 31, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	10/15/2019	90LAIF\$00	65,466.05	Local Agency Investment Fund State Pool	1.000	2.25%	65,466.05	0.00	65,466.05	0.00
<b>Subtotal</b>			<b>65,466.05</b>				<b>65,466.05</b>	<b>0.00</b>	<b>65,466.05</b>	<b>0.00</b>
Security Contribution	10/07/2019	90LAIF\$00	750,000.00	Local Agency Investment Fund State Pool	1.000		750,000.00	0.00	750,000.00	0.00
Security Contribution	10/10/2019	90LAIF\$00	2,700,000.00	Local Agency Investment Fund State Pool	1.000		2,700,000.00	0.00	2,700,000.00	0.00
Security Contribution	10/22/2019	90LAIF\$00	500,000.00	Local Agency Investment Fund State Pool	1.000		500,000.00	0.00	500,000.00	0.00
Security Contribution	10/29/2019	90LAIF\$00	4,000,000.00	Local Agency Investment Fund State Pool	1.000		4,000,000.00	0.00	4,000,000.00	0.00
Security Contribution	11/04/2019	90LAIF\$00	750,000.00	Local Agency Investment Fund State Pool	1.000		750,000.00	0.00	750,000.00	0.00
Security Contribution	11/08/2019	90LAIF\$00	2,800,000.00	Local Agency Investment Fund State Pool	1.000		2,800,000.00	0.00	2,800,000.00	0.00
Security Contribution	11/20/2019	90LAIF\$00	4,500,000.00	Local Agency Investment Fund State Pool	1.000		4,500,000.00	0.00	4,500,000.00	0.00
Security Contribution	11/27/2019	90LAIF\$00	3,000,000.00	Local Agency Investment Fund State Pool	1.000		3,000,000.00	0.00	3,000,000.00	0.00
Security Contribution	12/16/2019	90LAIF\$00	900,000.00	Local Agency Investment Fund State Pool	1.000		900,000.00	0.00	900,000.00	0.00

40-

# Transaction Ledger

As of December 31, 2019

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

September 30, 2019 through December 31, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Security Contribution	12/19/2019	90LAIF\$00	9,200,000.00	Local Agency Investment Fund State Pool	1.000		9,200,000.00	0.00	9,200,000.00	0.00
<b>Subtotal</b>			<b>29,100,000.00</b>				<b>29,100,000.00</b>	<b>0.00</b>	<b>29,100,000.00</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>29,165,466.05</b>				<b>29,165,466.05</b>	<b>0.00</b>	<b>29,165,466.05</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Security Withdrawal	10/15/2019	90LAIF\$00	1,500,000.00	Local Agency Investment Fund State Pool	1.000		1,500,000.00	0.00	1,500,000.00	0.00
Security Withdrawal	10/18/2019	90LAIF\$00	1,400,000.00	Local Agency Investment Fund State Pool	1.000		1,400,000.00	0.00	1,400,000.00	0.00
Security Withdrawal	10/25/2019	90LAIF\$00	700,000.00	Local Agency Investment Fund State Pool	1.000		700,000.00	0.00	700,000.00	0.00
Security Withdrawal	11/14/2019	90LAIF\$00	2,000,000.00	Local Agency Investment Fund State Pool	1.000		2,000,000.00	0.00	2,000,000.00	0.00
Security Withdrawal	11/15/2019	90LAIF\$00	5,750,000.00	Local Agency Investment Fund State Pool	1.000		5,750,000.00	0.00	5,750,000.00	0.00
Security Withdrawal	11/22/2019	90LAIF\$00	2,500,000.00	Local Agency Investment Fund State Pool	1.000		2,500,000.00	0.00	2,500,000.00	0.00
Security Withdrawal	12/13/2019	90LAIF\$00	1,700,000.00	Local Agency Investment Fund State Pool	1.000		1,700,000.00	0.00	1,700,000.00	0.00
Security Withdrawal	12/27/2019	90LAIF\$00	2,100,000.00	Local Agency Investment Fund State Pool	1.000		2,100,000.00	0.00	2,100,000.00	0.00
<b>Subtotal</b>			<b>17,650,000.00</b>				<b>17,650,000.00</b>	<b>0.00</b>	<b>17,650,000.00</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>17,650,000.00</b>				<b>17,650,000.00</b>	<b>0.00</b>	<b>17,650,000.00</b>	<b>0.00</b>

# Transaction Ledger

As of December 31, 2019

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

September 30, 2019 through December 31, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	11/21/2019	313384SB6	1,800,000.00	FHLB Discount Note 1.575% Due: 01/21/2020	99.733	1.60%	1,795,196.25	0.00	1,795,196.25	0.00
Purchase	11/21/2019	62479LBQ7	2,500,000.00	MUFG Bank Ltd Discount CP 1.88% Due: 02/24/2020	99.504	1.92%	2,487,597.22	0.00	2,487,597.22	0.00
Purchase	11/22/2019	912828W63	2,200,000.00	US Treasury Note 1.625% Due: 03/15/2020	100.020	1.56%	2,200,429.69	6,678.57	2,207,108.26	0.00
Purchase	11/25/2019	47789JAB2	1,847,401.46	John Deere Owner Trust 2019-A A2 2.85% Due: 12/15/2021	100.359	2.52%	1,854,040.56	1,462.53	1,855,503.09	0.00
Purchase	11/26/2019	880592QB9	7,500,000.00	TVA Discount Note 1.584% Due: 12/04/2019	99.965	1.61%	7,497,360.00	0.00	7,497,360.00	0.00
Purchase	12/10/2019	166764AY6	1,320,000.00	Chevron Corp Callable Note Cont 10/17/20 2.419% Due: 11/17/2020	100.449	1.93%	1,325,926.80	2,040.02	1,327,966.82	0.00
Purchase	12/11/2019	02582JHE3	1,480,000.00	American Express Credit Trust 2017-3 A 1.77% Due: 11/15/2022	99.977	1.79%	1,479,653.13	1,891.93	1,481,545.06	0.00
Purchase	12/12/2019	06417MBK0	2,000,000.00	Bank of Nova Scotia Houston Yankee CD 2% Due: 03/09/2020	100.022	1.90%	2,000,438.34	10,444.44	2,010,882.78	0.00
Purchase	12/16/2019	404280AY5	1,200,000.00	HSBC Holdings PLC Note 2.95% Due: 05/25/2021	101.123	2.15%	1,213,476.00	2,065.00	1,215,541.00	0.00
Purchase	12/17/2019	02665JCJ7	1,000,000.00	American Honda Corp Discount CP 1.83% Due: 03/18/2020	99.532	1.86%	995,323.33	0.00	995,323.33	0.00
Purchase	12/18/2019	43815HAC1	2,000,000.00	Honda Auto Receivables Trust 2018-3 A3 2.95% Due: 08/22/2022	101.027	1.27%	2,020,546.88	4,425.00	2,024,971.88	0.00
Purchase	12/18/2019	47788CAC6	830,740.94	John Deere Owner Trust 2018-A A3 2.66% Due: 04/18/2022	100.371	2.37%	833,823.77	184.15	834,007.92	0.00
Purchase	12/19/2019	06367BDS5	2,000,000.00	Bank of Montreal Chicago Yankee CD 2% Due: 03/18/2020	100.005	1.98%	2,000,098.96	111.11	2,000,210.07	0.00
Purchase	12/19/2019	89114NE68	2,000,000.00	TORONTO DOMINION BANK NY Yankee CD 1.99% Due: 03/31/2020	100.000	1.99%	2,000,000.00	0.00	2,000,000.00	0.00
Purchase	12/31/2019	912828N48	2,000,000.00	US Treasury Note 1.75% Due: 12/31/2020	100.109	1.64%	2,002,187.50	0.00	2,002,187.50	0.00
Purchase	12/31/2019	912828W22	2,000,000.00	US Treasury Note 1.375% Due: 02/15/2020	99.973	1.59%	1,999,453.13	10,312.50	2,009,765.63	0.00



# Transaction Ledger

As of December 31, 2019

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

September 30, 2019 through December 31, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Purchase	12/31/2019	912828XH8	2,000,000.00	US Treasury Note 1.625% Due: 06/30/2020	100.008	1.61%	2,000,156.25	0.00	2,000,156.25	0.00
<b>Subtotal</b>			<b>35,678,142.40</b>				<b>35,705,707.81</b>	<b>39,615.25</b>	<b>35,745,323.06</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>35,678,142.40</b>				<b>35,705,707.81</b>	<b>39,615.25</b>	<b>35,745,323.06</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Sale	10/09/2019	43811BAC8	549,832.92	Honda Auto Receivables Trust 2017-2 A3 1.68% Due: 08/16/2021	99.844	1.85%	548,973.81	615.81	549,589.62	6,593.70
Sale	10/09/2019	47788BAD6	353,115.01	John Deere Owner Trust 2017-B A3 1.82% Due: 10/15/2021	99.891	1.98%	352,728.80	428.45	353,157.25	5,062.25
Sale	10/09/2019	47788EAB4	289,164.69	John Deere Owner Trust 2018-B A2 2.83% Due: 04/15/2021	100.137	2.25%	289,560.03	545.56	290,105.59	407.19
Sale	10/09/2019	65478GAD2	786,172.70	Nissan Auto Receivables Trust 2017-B A3 1.75% Due: 10/15/2021	99.879	1.90%	785,220.69	917.20	786,137.89	11,239.80
Sale	10/09/2019	89190BAD0	659,958.17	Toyota Auto Receivables Trust 2017-B A3 1.76% Due: 07/15/2021	99.902	1.89%	659,313.69	774.34	660,088.03	7,012.06
<b>Subtotal</b>			<b>2,638,243.49</b>				<b>2,635,797.02</b>	<b>3,281.36</b>	<b>2,639,078.38</b>	<b>30,315.00</b>
Maturity	12/04/2019	880592QB9	7,500,000.00	TVA Discount Note 1.584% Due: 12/04/2019	100.000		7,500,000.00	0.00	7,500,000.00	0.00
<b>Subtotal</b>			<b>7,500,000.00</b>				<b>7,500,000.00</b>	<b>0.00</b>	<b>7,500,000.00</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>10,138,243.49</b>				<b>10,135,797.02</b>	<b>3,281.36</b>	<b>10,139,078.38</b>	<b>30,315.00</b>

# Transaction Ledger

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

September 30, 2019 through December 31, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	10/08/2019	92348AAA3	425,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due: 04/22/2024	99.992	1.95%	424,967.23	0.00	424,967.23	0.00
Purchase	10/11/2019	46647PAU0	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 7/23/2023 3.797% Due: 07/23/2024	105.888	2.29%	1,058,880.00	8,226.83	1,067,106.83	0.00
Purchase	10/18/2019	3135G0W66	850,000.00	FNMA Note 1.625% Due: 10/15/2024	99.829	1.66%	848,546.50	0.00	848,546.50	0.00
Purchase	11/08/2019	9128283F5	800,000.00	US Treasury Note 2.25% Due: 11/15/2027	102.652	1.89%	821,218.75	8,657.61	829,876.36	0.00
Purchase	12/09/2019	78015K7C2	1,000,000.00	Royal Bank of Canada Note 2.25% Due: 11/01/2024	99.948	2.26%	999,480.00	2,812.50	1,002,292.50	0.00
Purchase	12/19/2019	912828YG9	1,000,000.00	US Treasury Note 1.625% Due: 09/30/2026	98.508	1.86%	985,078.13	3,551.91	988,630.04	0.00
<b>44</b>	<b>Subtotal</b>		<b>5,075,000.00</b>				<b>5,138,170.61</b>	<b>23,248.85</b>	<b>5,161,419.46</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>5,075,000.00</b>				<b>5,138,170.61</b>	<b>23,248.85</b>	<b>5,161,419.46</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Sale	10/03/2019	3133XDVS7	170,000.00	FHLB Note 5.25% Due: 12/11/2020	104.151	1.71%	177,056.70	2,776.67	179,833.37	-16,076.90
Sale	10/10/2019	912828RR3	1,050,000.00	US Treasury Note 2% Due: 11/15/2021	101.074	1.48%	1,061,279.30	8,445.65	1,069,724.95	2,005.57
Sale	10/18/2019	3133XDVS7	650,000.00	FHLB Note 5.25% Due: 12/11/2020	104.109	1.62%	676,708.50	12,038.54	688,747.04	-61,743.50
Sale	10/22/2019	3133752P1	1,400,000.00	FHLB Note 3.5% Due: 07/29/2021	103.220	1.65%	1,445,080.00	11,297.22	1,456,377.22	7,658.00
Sale	10/22/2019	880591EN8	1,000,000.00	Tennessee Valley Authority Note 1.875% Due: 08/15/2022	100.559	1.67%	1,005,590.00	3,489.58	1,009,079.58	11,630.00
Sale	10/23/2019	4581X0CW6	870,000.00	Inter-American Dev Bank Note 2.125% Due: 01/18/2022	101.007	1.66%	878,760.90	4,878.65	883,639.55	9,831.00



# Transaction Ledger

As of December 31, 2019

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

September 30, 2019 through December 31, 2019

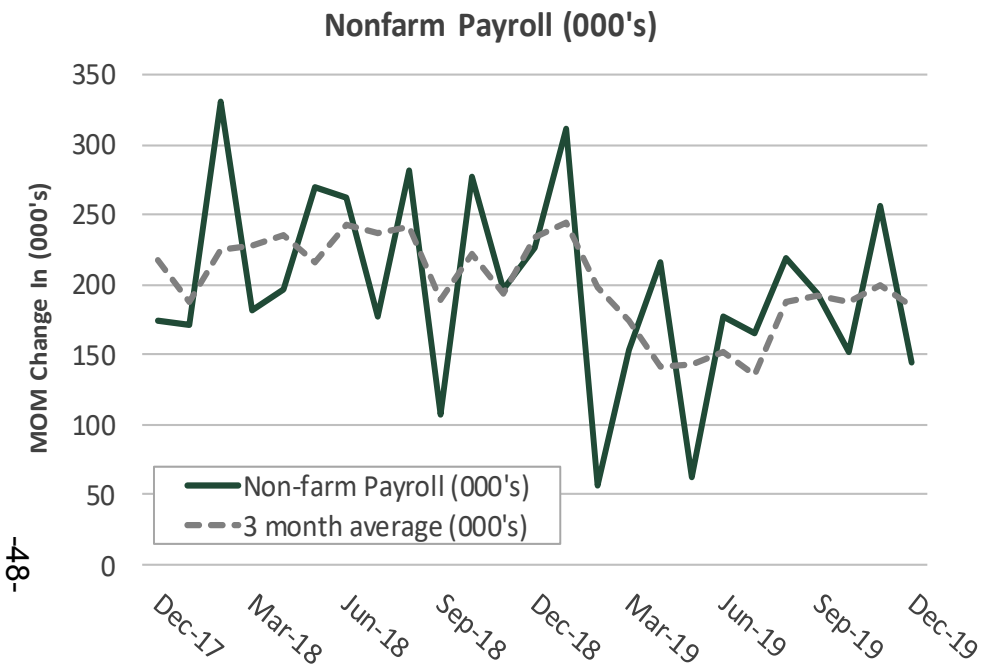
Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Sale	10/23/2019	4581X0CZ9	600,000.00	Inter-American Dev Bank Note 1.75% Due: 09/14/2022	100.281	1.65%	601,686.00	1,137.50	602,823.50	9,096.00
Sale	10/23/2019	713448CS5	970,000.00	PepsiCo Inc Callable Note Cont 3/30/2020 1.85% Due: 04/30/2020	99.981	1.89%	969,815.70	8,623.57	978,439.27	368.60
Sale	11/08/2019	3133XDVS7	800,000.00	FHLB Note 5.25% Due: 12/11/2020	103.838	1.69%	830,704.00	17,150.00	847,854.00	-78,160.00
Sale	12/06/2019	3133XDVS7	205,000.00	FHLB Note 5.25% Due: 12/11/2020	103.596	1.66%	212,371.80	5,231.77	217,603.57	-20,524.60
Sale	12/06/2019	880591EL2	425,000.00	Tennessee Valley Authority Note 3.875% Due: 02/15/2021	102.530	1.72%	435,752.50	5,077.86	440,830.36	10,429.50
Sale	12/19/2019	3135G0J20	450,000.00	FNMA Note 1.375% Due: 02/26/2021	99.650	1.67%	448,425.00	1,942.19	450,367.19	58.50
Sale	12/19/2019	3135G0K69	450,000.00	FNMA Note 1.25% Due: 05/06/2021	99.404	1.69%	447,318.00	671.88	447,989.88	-2,353.50
-45-	total		<b>9,040,000.00</b>				<b>9,190,548.40</b>	<b>82,761.08</b>	<b>9,273,309.48</b>	<b>-127,781.33</b>
<b>TOTAL DISPOSITIONS</b>			<b>9,040,000.00</b>				<b>9,190,548.40</b>	<b>82,761.08</b>	<b>9,273,309.48</b>	<b>-127,781.33</b>

# Section 5 | Economic Updates

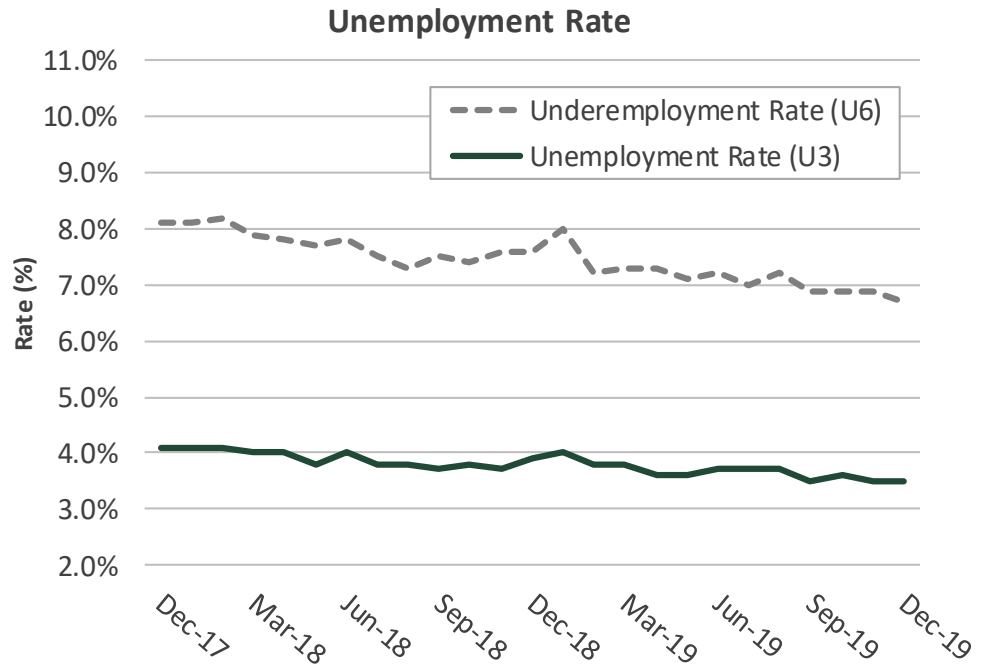
## Economic Update

- Economic growth has slowed over the past year and the consensus forecast calls for GDP growth of 1.9% in 2020 versus 2.3% in 2019. We are not anticipating a recession within our 6-month outlook horizon. We believe the impact of monetary policy on economic growth is somewhat lagged, and the more accommodative monetary policy stance of the Federal Reserve and other global central banks throughout 2019 should provide a tailwind for an ongoing slow economic growth environment in 2020. However, an uncertain outlook on the future path of global central bank policy, lingering uncertainty about trade policy and Brexit, and the upcoming US presidential election potentially sets the stage for a continued volatile financial market environment this year. The recent confirmation of a phase one trade deal is consistent with our view that there will be modest incremental progress on trade in front of the presidential election cycle.
- The Federal Open Market Committee (FOMC) kept the target fed funds rate unchanged in December in a range of 1.50%-1.75%. The vote to keep policy unchanged was unanimous and the Fed's quarterly update on their Summary of Economic Projections was little changed from the September 2019 forecast. Notably the Fed's forecast calls for no change to the fed funds rate in 2020. We believe the hurdle rate to tighten policy remains high, as market-based measures of inflation are still too low. Conversely, if market-based inflation metrics fail to improve, and/or the domestic or global economy experiences an exogenous shock, we believe the Fed has left the door open for additional policy accommodation.
- The Treasury yield curve steepened slightly in December. The 2-year Treasury yield decreased about 4 basis points to 1.57%, the 5-year Treasury yield increased almost seven basis points to 1.69%, and the 10-year Treasury yield increased about fourteen basis points to 1.92%. We believe the increase in longer-term yields were driven by more favorable developments with regard to global trade and Brexit.

# Employment



Source: US Department of Labor

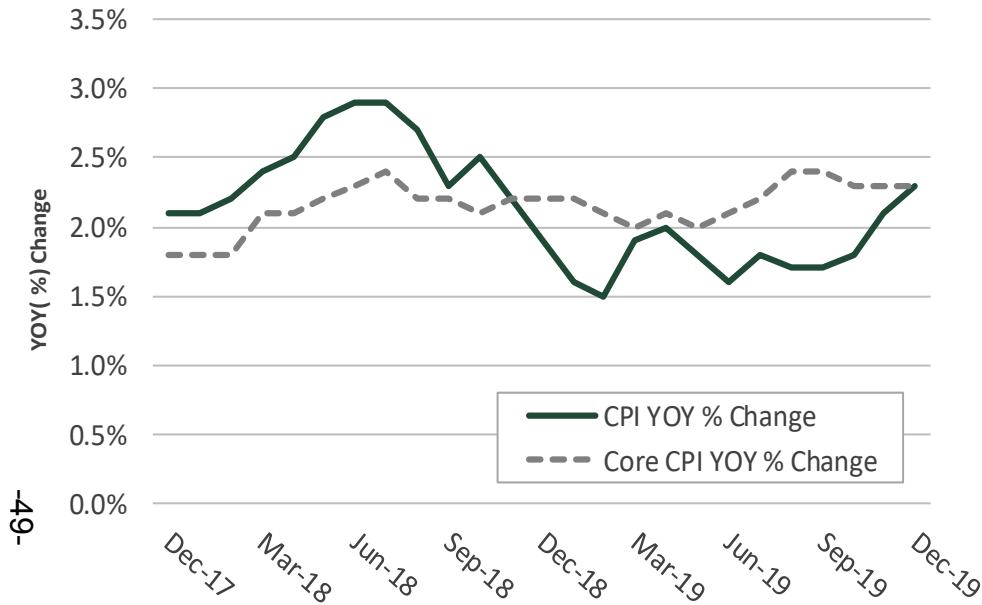


Source: US Department of Labor

U.S. nonfarm payrolls rose by 145,000 in December, below expectations of 160,000. Payrolls for October and November were revised down by a total of 14,000. On a trailing 3-month and 6-month basis, payrolls increased an average of about 184,000 and 189,000 per month, respectively. The unemployment rate was unchanged at 3.5% and the participation rate held steady at 63.2%. A broader measure of unemployment called the U-6, which includes those who are marginally attached to the labor force and employed part time for economic reasons, declined to 6.7% in December from 6.9% in November. Wages edged up 0.1% in December, below expectations of 0.3%, but the November increase in wages was revised up slightly to 0.3% from 0.2%. The average workweek was unchanged at 34.3 hours. On a year-over-year basis, wages were up 2.9% in December, versus up 3.1% in November.

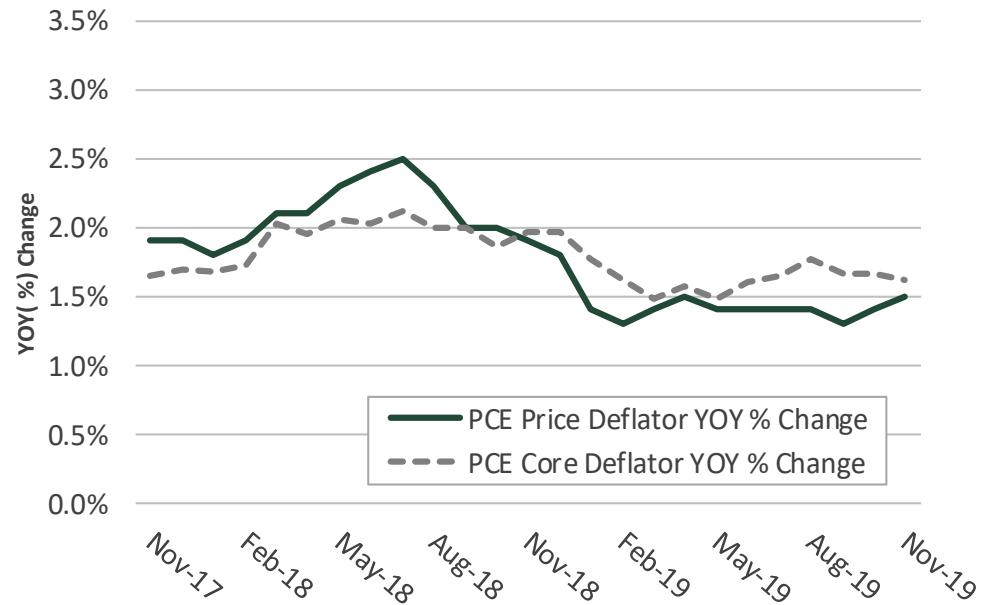
# Inflation

### Consumer Price Index (CPI)



Source: US Department of Labor

### Personal Consumption Expenditures (PCE)

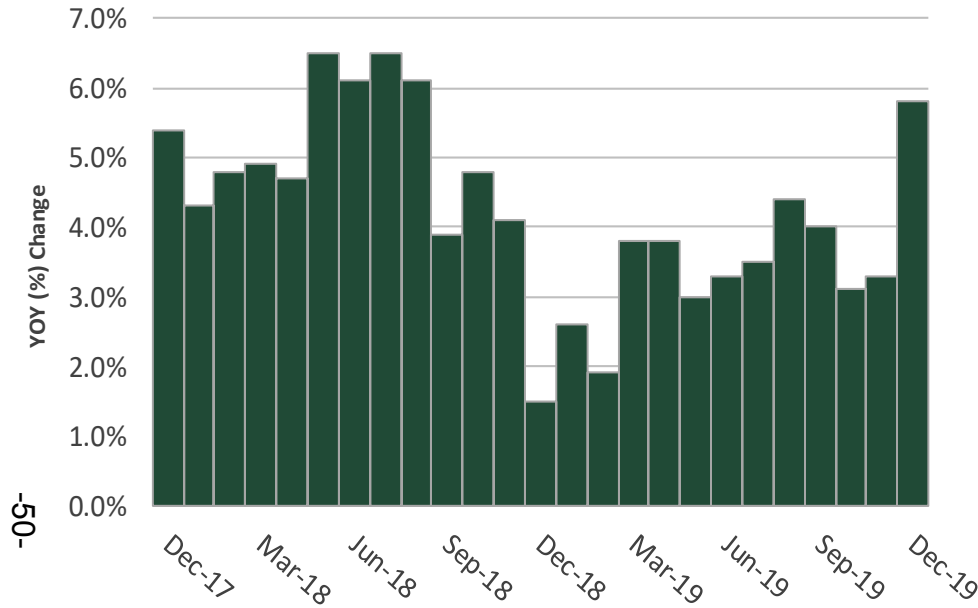


Source: US Department of Commerce

The Consumer Price Index (CPI) was up 2.3% year-over-year in December, up from 2.1% in November. Core CPI (CPI less food and energy) was up 2.3% year-over-year in December, unchanged from November. The Personal Consumption Expenditures (PCE) index was up 1.5% year-over-year in November versus up 1.4% year-over-year in October. Core PCE, which is the Fed's primary inflation gauge, was up 1.6% year-over-year in November versus 1.7% year-over-year in October. Core PCE softened and remains below the Fed's 2.0% inflation target.

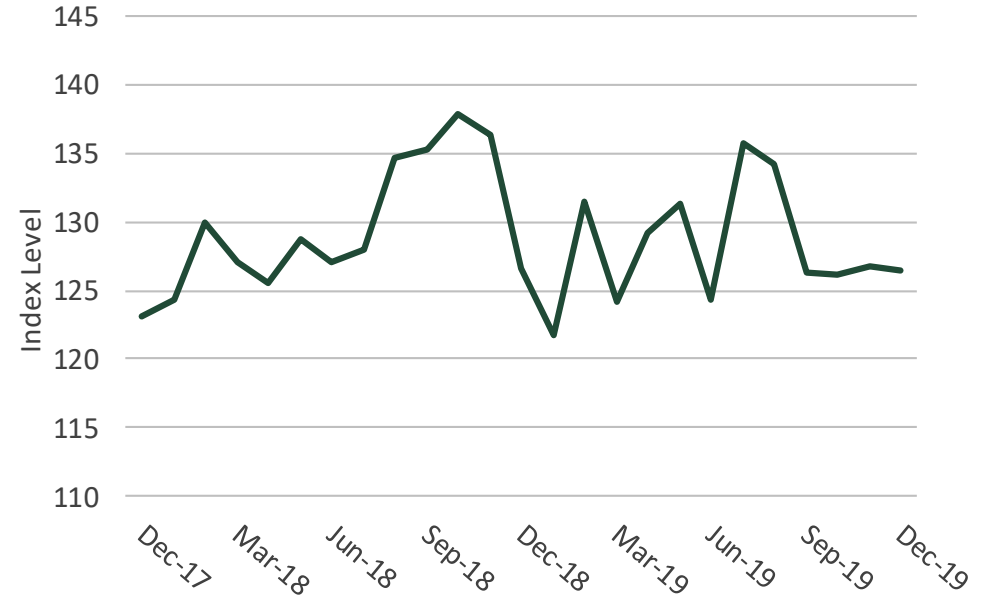
# Consumer

### Retail Sales YOY % Change



Source: US Department of Commerce

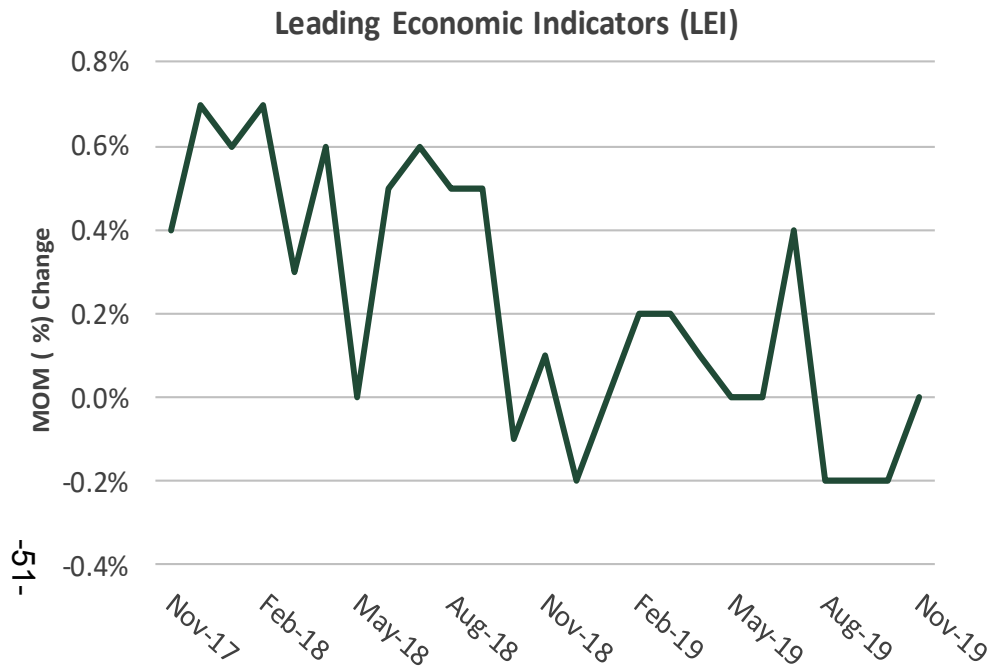
### Consumer Confidence



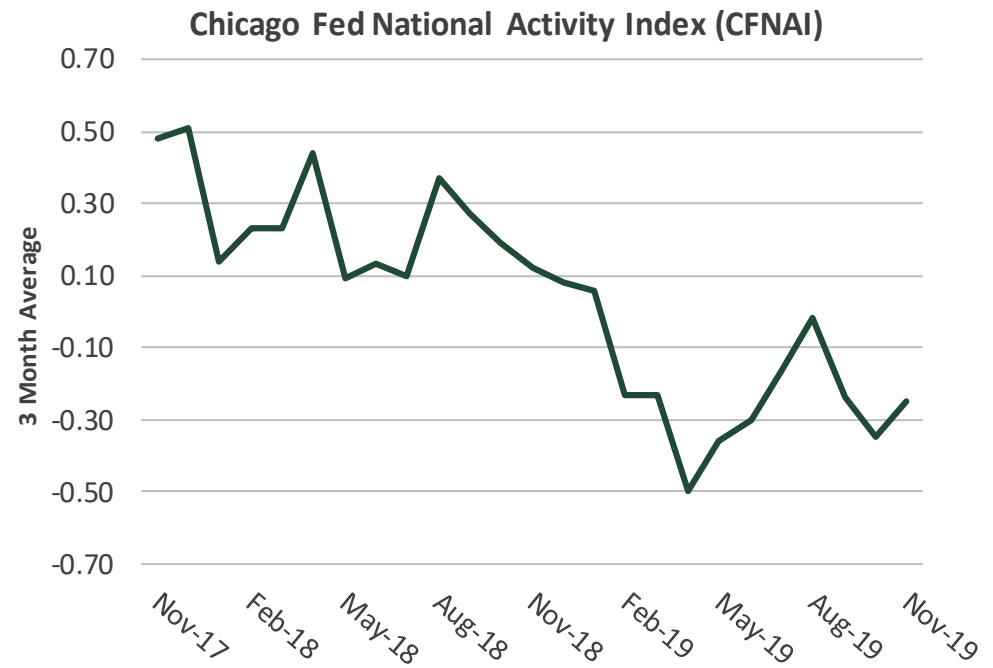
Source: The Conference Board

On a year-over-year basis, retail sales were up 5.8% in December versus 3.3% in November. On a month-over-month basis, retail sales excluding autos and gas rose 0.5% in December, slightly ahead of expectations of 0.4%. The Consumer Confidence Index was nearly unchanged at 126.5 in December versus 126.8 in November. Overall, consumer spending trends remain favorable and consumer confidence remains strong.

# Economic Activity



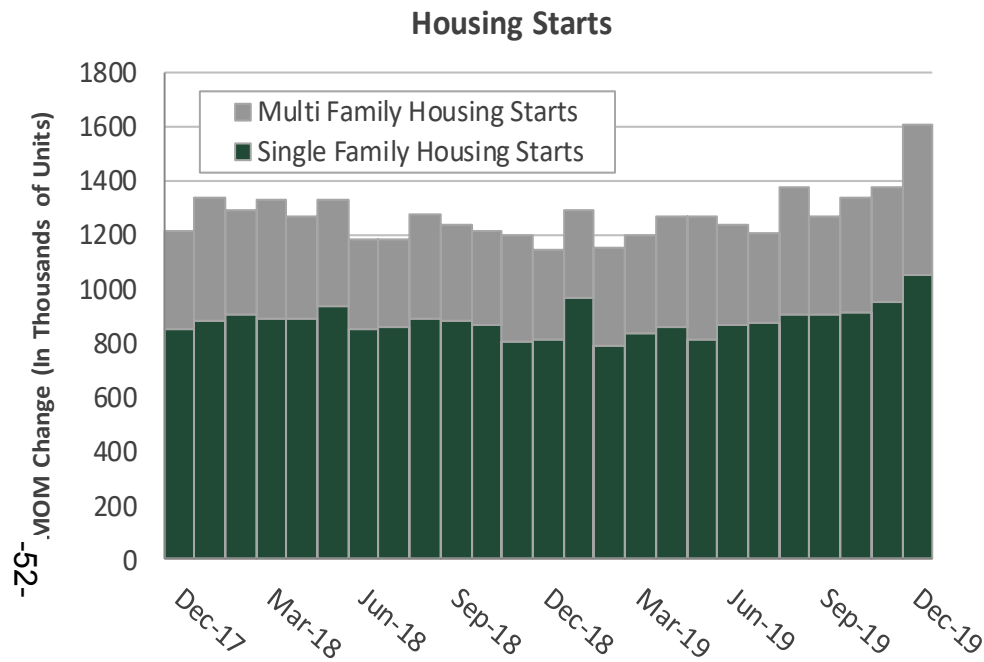
Source: The Conference Board



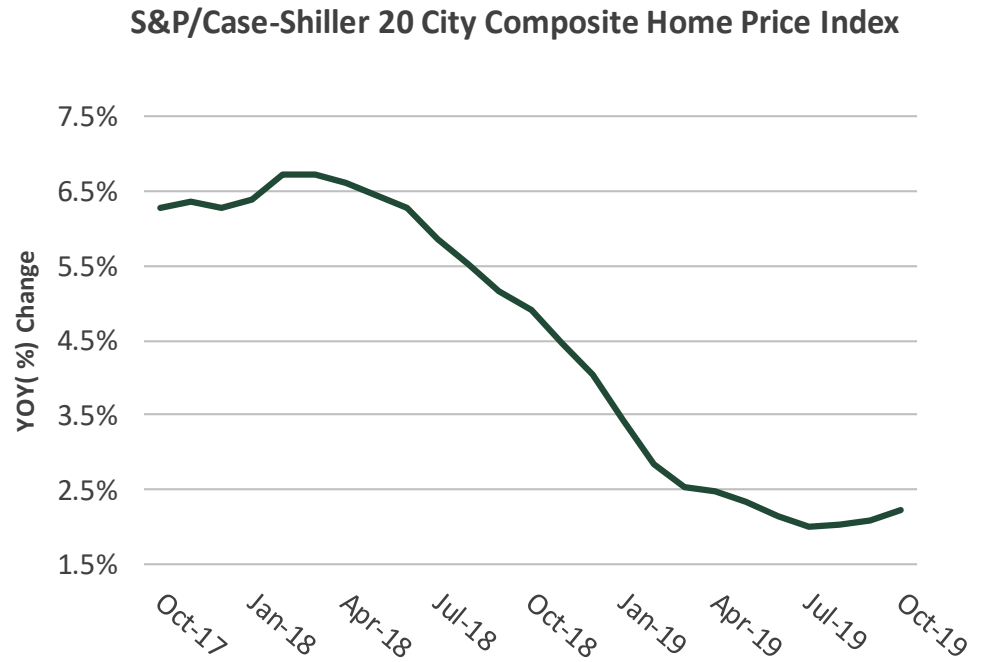
Source: Federal Reserve Bank of Chicago

The Leading Economic Index (LEI) was flat in November, following a downwardly-revised 0.2% decline in October. Although the index remains slightly positive on a year-over-year basis, up 0.1%, the year-over-year rate of change has decelerated. The Conference Board believes the index points to roughly 2.0% GDP growth in 2020. The Chicago Fed National Activity Index (CFNAI) jumped to +0.56 in November from -0.76 in October. Weakness in vehicle production related to the GM strike (which ended on October 25) contributed to the October decline. On a 3-month moving average basis, the index improved to -0.25 in November versus -0.35 in October. Negative values are generally consistent with below-average growth, but the index suggests that trends are improving. Periods of economic contraction have historically been associated with values below -0.70 on a 3-month moving average basis.

# Housing



Source: US Department of Commerce

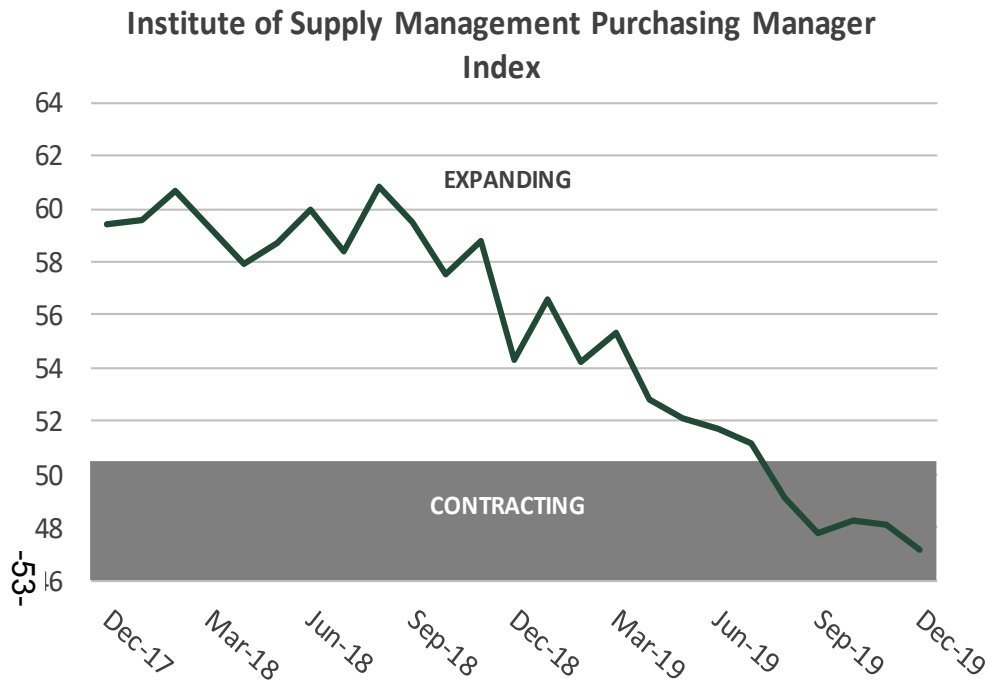


Source: S&P

Housing starts rose 16.9% in December to a 1.608 million annualized rate, the highest rate since December 2006. Single-family starts jumped 11.2% in December to an annualized rate of 1,055,000, while multi-family starts surged 29.8% to an annualized rate of 553,000. Although better than average weather may have been a contributing factor for the December gains, the underlying trends suggest low mortgage rates and a strong labor market continue to drive housing activity. According to the Case-Shiller 20-City home price index, home prices were up 2.2% year-over-year in October, versus up 2.1% year-over-year in September. The year-over-year pace of price appreciation remains low but suggests that pricing in the sector may be gaining momentum.



# Manufacturing



Source: Institute for Supply Management



Source: Federal Reserve

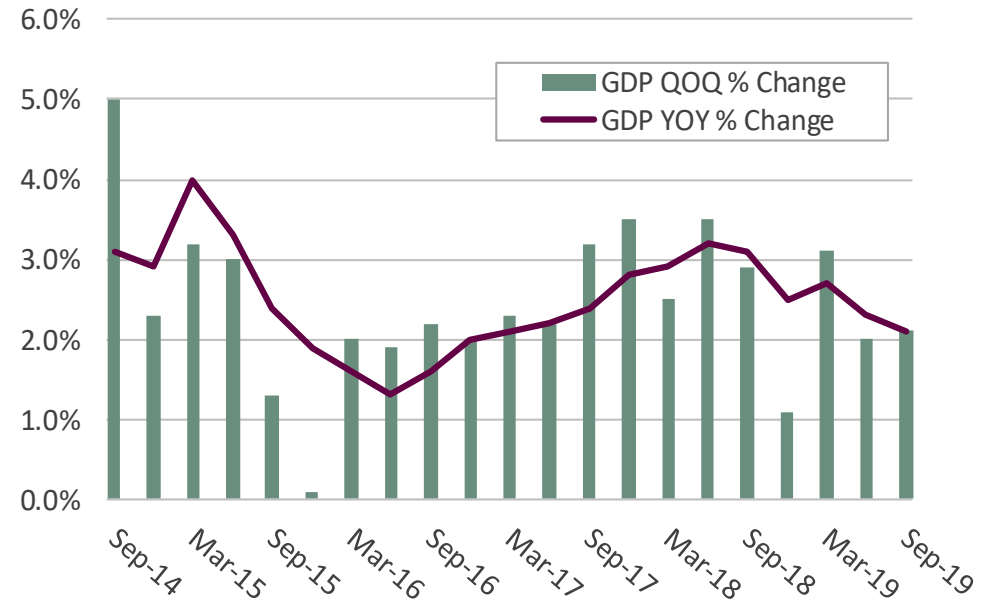
The Institute for Supply Management (ISM) manufacturing index decreased to 47.2 in December from 48.1 in November. The reading was below expectations and suggests the manufacturing sector remains in contraction. The Industrial Production was down 1.0% year-over-year in December versus down 0.7% year-over-year in November. On a month-over-month basis, the index declined 0.3% in December, in line with expectations, following a 0.8% increase in November. The manufacturing component of the index rose 0.2% in December, following a 1.0% increase in November. Manufacturing volumes bounced higher in November following the end of the GM strike, and the modest gain in December is a positive signal for the sector which remains under pressure. Capacity Utilization increased to 77.0% in December from 76.6% in November, but remains below the long-run average of 79.8% indicating there is still excess capacity for growth.

# Gross Domestic Product (GDP)

Components of GDP	12/18	3/19	6/19	9/19
Personal Consumption Expenditures	1.0%	0.8%	3.0%	2.1%
Gross Private Domestic Investment	0.5%	1.1%	-1.2%	-0.2%
Net Exports and Imports	-0.4%	0.7%	-0.7%	-0.1%
Federal Government Expenditures	0.1%	0.1%	0.5%	0.2%
State and Local (Consumption and Gross Investment)	-0.1%	0.4%	0.3%	0.1%
<b>Total</b>	<b>1.1%</b>	<b>3.1%</b>	<b>2.0%</b>	<b>2.1%</b>

Source: US Department of Commerce

### Gross Domestic Product (GDP)

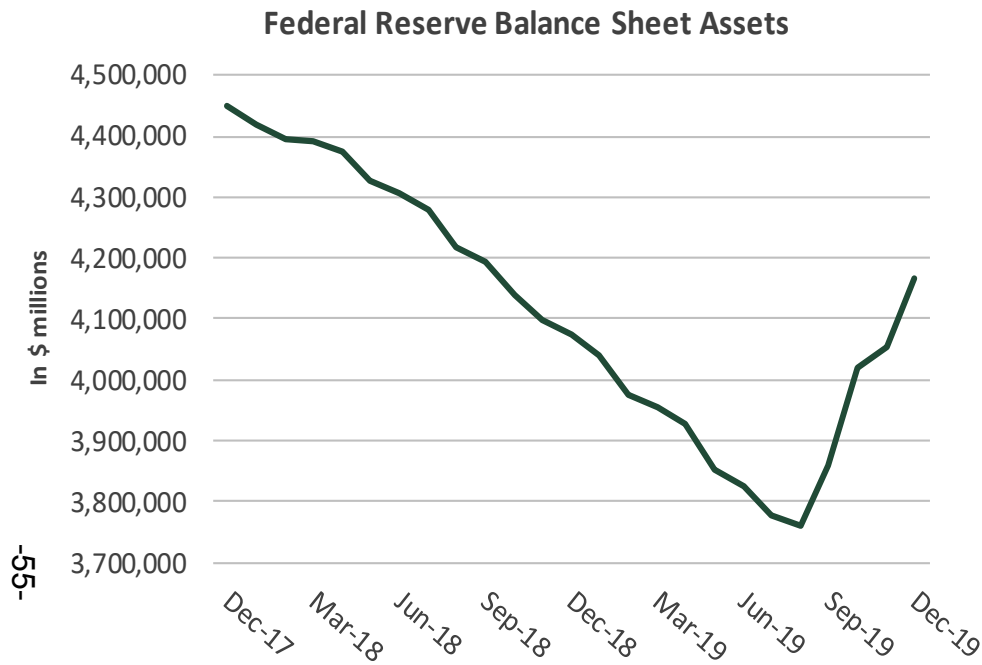


Source: US Department of Commerce

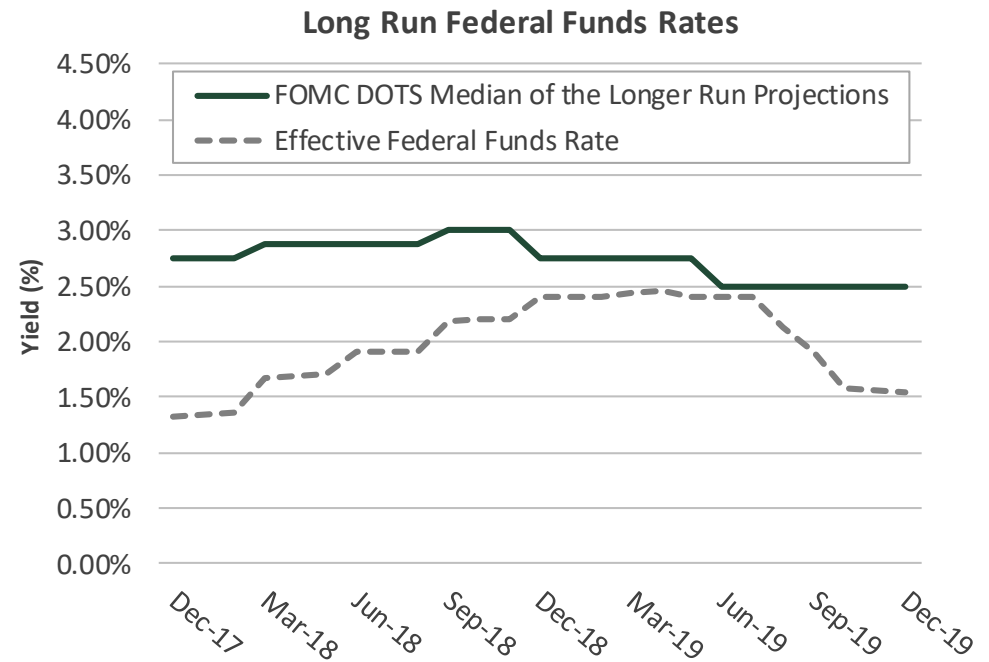
According to the third estimate, third quarter 2019 GDP grew at a 2.1% annualized rate. This follows growth of 3.1% in the first quarter, and 2.0% in the second quarter on 2019. Third quarter growth was fueled by consumer spending which contributed 2.1% to GDP in the quarter, while business investment and exports were a drag on the economy. The consensus estimate for the fourth quarter signals a slowdown to 2.0% growth. The consensus forecast calls for GDP growth of 1.6% in the current quarter and 1.9% for the full year 2020.

-54-

# Federal Reserve



Source: Federal Reserve

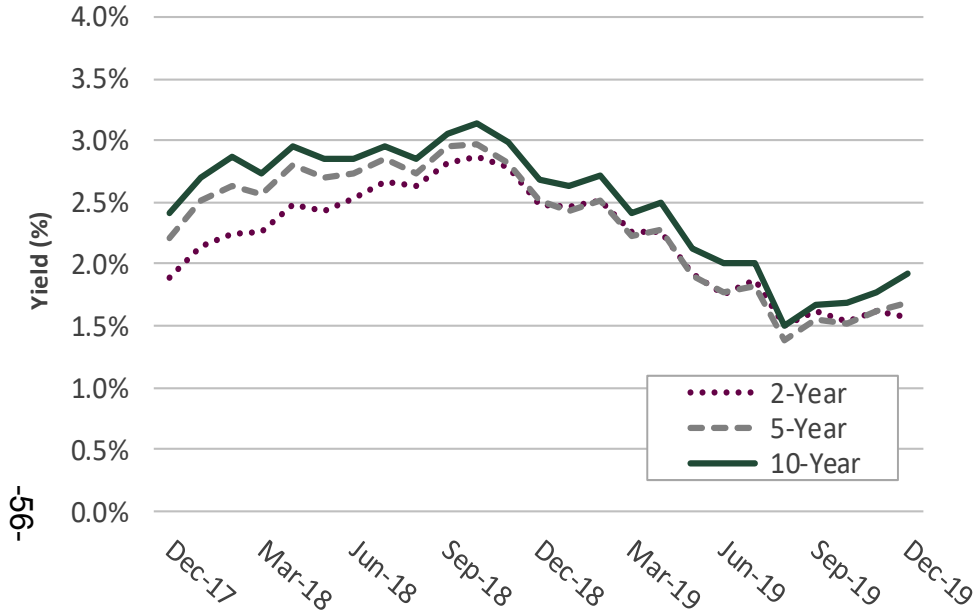


Source: Bloomberg

The FOMC cut the fed funds rate by 25 basis points three times in 2019 to a range of 1.50-1.75%. In October, the Fed started to increase its purchases of short-term Treasury securities in order to provide sufficient liquidity to the banking system and money markets. Fed Chair Powell has emphasized that the purchases are aimed at controlling the level of short-term lending rates but are not a form of economic stimulus. Nevertheless, we believe an expansion of the Fed's balance is supportive of ongoing economic growth.

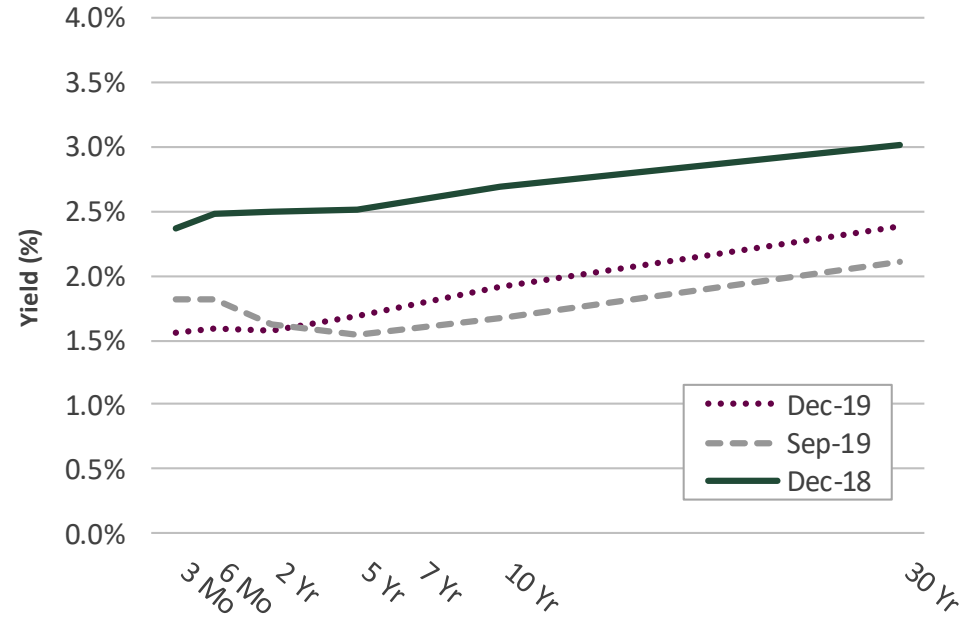
# Bond Yields

### US Treasury Note Yields



Source: Bloomberg

### US Treasury Yield Curve



Source: Bloomberg

Treasury yields declined meaningfully in 2019. At year-end, the 3-month T-bill yield was down 81 basis points, the 2-Year Treasury yield was down 92 basis points, and the 10-Year Treasury yield was down 77 basis points. We believe the year-over-year decline in long-term Treasury yields largely reflects a decline in global economic growth and inflation expectations, while the decline in shorter-term rates is in line with the Fed's three 25 basis point rate cuts in 2019.

# Important Disclosures

*As of December 31, 2019*

2019 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Source ice Data Indices, LLC ("ICE"), used with permission. ICE permits use of the ICE indices and related data on an "as is" basis; ICE, its affiliates and their respective third party suppliers disclaim any and all warranties and representations, express and/or implied, including any warranties of merchantability or fitness for a particular purpose or use, including the indices, index data and any data included in, related to, or derived therefrom. Neither ICE data, its affiliates or their respective third party providers guarantee the quality, adequacy, accuracy, timeliness or completeness of the indices or the index data or any component thereof, and the indices and index data and all components thereof are provided on an "as is" basis and licensee's use it at licensee's own risk. ICE data, its affiliates and their respective third party do not sponsor, endorse, or recommend chandler asset management, or any of its products or services.

-57- This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

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

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

# Benchmark Disclosures

## ICE BAML 3-Month US Treasury Bill Index

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

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

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

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

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

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

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

## ICE BAML 0-3 Yr US Treasury Index\*

*The ICE BAML 0-3 Year US Treasury Index tracks the performance of US Dollar denominated Sovereign debt publicly issued by the US government in its domestic market with maturities less than three years. Qualifying securities must have at least 18 months to maturity at point of issuance, at least one month and less than three years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of \$1 billion. (Index: G1QA. Please visit [www.mlindex.ml.com](http://www.mlindex.ml.com) for more information)*

*The ICE BAML 1-3 Year US Treasury Index tracks the performance of US dollar denominated sovereign debt publicly issued by the US government in its domestic market. Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of \$1 billion. Qualifying securities must have at least 18 months to final maturity at the time of issuance. (Index: G1O2. Please visit [www.mlindex.ml.com](http://www.mlindex.ml.com) for more information)*







# moulton niguel water district

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

**February 13, 2020**

A Special Meeting of the Board of Directors of the Moulton Niguel Water District was held at the Arroyo Trabuco Golf Club, 26772 Avery Pkwy, Mission Viejo, CA 92692, California, at 9:00 AM on February 13, 2020. There were present and participating:

**DIRECTORS**

Duane Cave	Vice President
Richard Fiore	Director
Donald Froelich	Vice President
Kelly Jennings	Director
Gary Kurtz	Director
Bill Moorhead	Director
Brian Probolsky	President

Also present and participating were:

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

Joone Lopez	General Manager
Matt Collings	Assistant General Manager
Rod Woods	Director of Engineering
Gina Hillary	Director of Human Resources
Drew Atwater	Director of Finance & Water Resources
Todd Novacek	Director of Operations
Jose Solorio	Government Affairs Officer
Jeff Ferre	Best, Best, & Krieger (General Counsel)
Paige Gulck	Board Secretary
Tim Bonita	Recording Secretary
Johnathan Cruz	MNWD
Matthew Brown	MNWD
Todd Dmytryshyn	MNWD
Jesus Garibay Jr.	MNWD

# #7.

David Larsen	MNWD
Ian Morgan	MNWD
Mark Mountford	MNWD
Medha Patel	MNWD
Laura Rocha	MNWD
Ruben Smith	Alvarado Smith
Roger Faubel	Faubel Public Affairs

## 1. CALL MEETING TO ORDER

*The meeting was called to order by Brian Probolsky at 9:02 a.m.*

## 2. PLEDGE OF ALLEGIANCE

*The Pledge of Allegiance was led by Donald Froelich.*

## 3. PUBLIC COMMENTS

*None.*

## **DISCUSSION ITEMS**

## 4. Strategic Planning Session

*The Board of Directors discussed the District's goals and objectives for Fiscal Year 2019-20 and 2020-21.*

## **CLOSED SESSION**

## 5. **CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**

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

Two potential cases

*The Board entered closed session at 9:58 a.m. and exited at 10:39 a.m. Jeff Ferre stated that there was no reportable action.*

## 6. **CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9

One potential case

*The Board did not meet in closed session on Item #6.*

**7. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8  
Property: 27500 La Paz Road, Laguna Niguel, CA  
Agency Negotiator: Rod Woods, Director of Engineering  
Negotiating Parties: TBD – Initial review of offers  
Under Negotiation: Price and terms of payment for a potential sale or lease

*The Board did not meet in closed session on Item #7.*

**ADJOURNMENT**

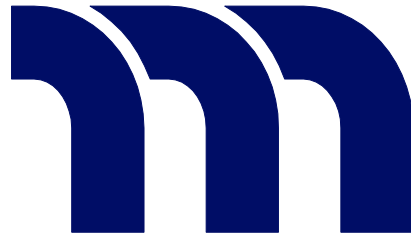
*The meeting was adjourned at 1:45 p.m.*

Respectfully submitted,

Paige Gulck  
Board Secretary

DRAFT





# moulton niguel water district

DRAFT

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

February 27, 2020

A Regular Meeting of the Board of Directors of the Moulton Niguel Water District was held at the District offices, 26880 Aliso Viejo Pkwy, Suite 150, Aliso Viejo, California, at 6:00 PM on February 27, 2020. There were present and participating:

**DIRECTORS**

Duane Cave	Vice President
Richard Fiore	Director
Donald Froelich	Vice President
Kelly Jennings	Director
Gary Kurtz	Director
Bill Moorhead	Director
Brian Probolsky	President

Also present and participating were:

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

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

## #8.

Medha Patel	MNWD
Genevieve Ramirez	MNWD
Bob Brown	Morgan Stanley
Eric Tappin	Morgan Stanley
John McKeehan	Lincoln Financial Group
Amanda Carr	OC Public Works

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

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

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

*The Pledge of Allegiance was led by Donald Froelich.*

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

*None.*

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

#### 4. **MINUTES FROM THE JANUARY 9, 2020 BOARD OF DIRECTORS MEETING**

#### 5. **MINUTES FROM THE JANUARY 23, 2020 BOARD OF DIRECTORS MEETING**

#### 6. **AMENDMENT NO. 1 FOR PLANT 3A PUMP REHABILITATION SERVICES**

It is recommended that the Board of Directors approve Amendment No. 1 to the Plant 3A RAS Pump Refurbishment Services Agreement with Power Bros. Machine, Inc. in the amount of \$13,327 for a total not-to-exceed amount of \$103,792; authorize the General Manager or Assistant General Manager to execute the amendment; and to approve amendments up to 10% of the total contract value.

#### 7. **CHEMICAL DELIVERY COOPERATIVE AGREEMENT**

It is recommended that the Board of Directors authorize the General Manager or Assistant General Manager to execute a contract services agreement between SOCWA, other public entities, and Olin Corporation, Inc. for the delivery and supply of sodium hypochlorite to Plant 3A.

*MOTION DULY MADE BY GARY KURTZ AND SECONDED BY DONALD FROELICH, CONSENT ITEMS 4 THROUGH 7 WERE APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUAVE CAVE, RICHARD FIORE, DONALD FROELICH, KELLY JENNINGS, GARY KURTZ, BILL MOORHEAD, AND BRIAN PROBOLSKY ALL VOTING "AYE".*

8. LA PAZ CREEK VEGETATION MANAGEMENT CONTRACT AMENDMENT

It is recommended that the Board of Directors approve an amendment to the La Paz Creek Vegetation Management Agreement with Habitat Restoration Sciences, Inc. in the amount of \$25,000 for a total not-to-exceed amount of \$186,250; authorize the General Manager or Assistant General Manager to execute the amendment; and to approve future amendments up to 10% of the contract value.

*Staff pulled this item as the recommendation listed on the agenda was incorrect. The recommendation in the staff report was correct.*

*MOTION DULY MADE BY GARY KURTZ AND SECONDED BY KELLY JENNINGS, ITEM 8 WAS APPROVED AS AMENDED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUAVE CAVE, RICHARD FIORE, DONALD FROELICH, KELLY JENNINGS, GARY KURTZ, BILL MOORHEAD, AND BRIAN PROBOLSKY ALL VOTING "AYE".*

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

9. ADOPT A CHANNEL PRESENTATION

*Amanda Carr from OC Public Works provided a presentation on the District's participation in the Adopt-a-Channel Program.*

10. FUTURE LEADERS OF WATER VIDEO PRESENTATION

*Joone Lopez introduced the Future Leaders of Water video.*

*Rod Woods showed a short video on the progress of construction activities at Plant 2A.*

**ADMINISTRATIVE MATTERS:**

11. RESOLUTION HONORING SGT. JACK SONGER (RESOLUTION NO. 20-01)

It is recommended that the Board of Directors approve the resolution entitled, "Honoring Sgt. Jack Songer for Service to the City of Laguna Niguel"

*MOTION DULY MADE BY KELLY JENNINGS AND SECONDED BY DUANE CAVE, ITEM 11 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUAVE CAVE, RICHARD FIORE, DONALD FROELICH, KELLY JENNINGS, GARY KURTZ, BILL MOORHEAD, AND BRIAN PROBOLSKY ALL VOTING "AYE".*

**12. DEFERRED COMPENSATION RETIREMENT PLANS AND ADVISORY SERVICES (RESOLUTIONS 20-02 & 20-03)**

It is recommended that the Board of Directors:

1. Approve resolution entitled, "Adopting an Amended and Restated 457(b) Deferred Compensation Plan & Trust;
2. Approve resolution entitled, "Adopting an Amended and Restated 401(a) Plan & Trust;
3. Change the 457(b) and 401(a) record keeper to Lincoln Alliance;
4. Engage the services of Morgan Stanley to act as 3(21) Fiduciary Investment Advisor for both Plans; and,
5. Authorize the General Manager or Director of Human Resources to execute all required documents.

*Gina Hillary presented the Deferred Compensation Retirement Plans.*

*MOTION DULY MADE BY DUANE CAVE AND SECONDED BY KELLY JENNINGS, APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUAVE CAVE, RICHARD FIORE, DONALD FROELICH, KELLY JENNINGS, GARY KURTZ, BILL MOORHEAD, AND BRIAN PROBOLSKY ALL VOTING "AYE".*

**13. MWDOC BUDGET UPDATE**

*Johnathan Cruz provided a MWDOC Budget Update.*

**14. MONTHLY FINANCIALS**

*Trevor Agrelius presented the Monthly Financial Report.*

**TECHNICAL MATTERS:**

**15. CONSTRUCTION CONTRACT AWARD FOR REHABILITATION OF RANCHO RESERVOIR NOS. 1 AND 2**

It is recommended that the Board of Directors award the construction services contract to Advanced Industrial Coatings, Inc. (AIS) in the amount of \$1,561,900; authorize the General Manager or Assistant General Manager to execute the contract; and to approve change orders up to 10% of the contract value.

*MOTION DULY MADE BY DUANE CAVE AND SECONDED BY DONALD FROELICH, ITEM 15 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUAVE CAVE, RICHARD FIORE, DONALD FROELICH, KELLY JENNINGS, GARY KURTZ, BILL MOORHEAD, AND BRIAN PROBOLSKY ALL VOTING "AYE".*



**16. CONSTRUCTION CONTRACT AWARD FOR 2017-18 ELECTRICAL DISTRIBUTION EQUIPMENT REPLACEMENTS**

It is recommended that the Board of Directors award the construction services contract to Southern Contracting Company in the amount of \$498,500; authorize the General Manager or Assistant General Manager to execute the contract; and to approve change orders up to 10% of the contract value.

*Rod Woods presented the Construction Contract Award for 2017-18 Electrical Distribution Equipment.*

*MOTION DULY MADE BY DUANE CAVE AND SECONDED BY BILL MOORHEAD, ITEM 16 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUAVE CAVE, RICHARD FIORE, DONALD FROELICH, KELLY JENNINGS, GARY KURTZ, BILL MOORHEAD, AND BRIAN PROBOLSKY ALL VOTING "AYE".*

**LEGAL MATTERS:**

**17. CONDUCT PUBLIC HEARING AND CONSIDER ADOPTION OF ORDINANCE TO INCREASE PER DIEM COMPENSATION FOR BOARD MEMBERS**

The Board of Directors will conduct the duly noticed public hearing regarding the proposed Ordinance which would increase the amount of per diem compensation for the members of the Board of Directors for attendance at meetings of the Board or for each day's service rendered as a Director. Upon completion of the public hearing, the Board may consider adoption of the Ordinance to increase the amount of per diem compensation. Occurrences constituting District business, official duties or each day's service rendered as a "day of service" are defined and authorized by separate policy of the District and by law.

*Jeff Ferre presented the item. Brian Probolsky opened the public hearing at 7:33 p.m. and closed the hearing at 7:34 p.m.*

*MOTION DULY MADE BY DONALD FROELICH AND SECONDED BY BILL MOORHEAD, ITEM 17 WAS APPROVED AS PRESENTED. THE VOTE PASSED WITH DIRECTORS DUAVE CAVE, DONALD FROELICH, KELLY JENNINGS, GARY KURTZ, BILL MOORHEAD, AND BRIAN PROBOLSKY ALL VOTING "AYE" WITH DIRECTOR RICHARD FIORE VOTING "NO".*

**PRESIDENT'S REPORT:**

*Brian Probolsky reported that he attended the Community Choice Energy Summit in Sacramento and that the monthly community meeting was held this past week. He also asked that staff keep the Board updated on the District's participation in the City of Laguna Niguel's community carnival that was recently approved.*

**BOARD REPORTS:**

*Bill Moorhead complimented staff on their customer service. He also attended the OCWA monthly lunch.*

*Duane Cave commented on the micro-tunneling project happening under the 5 freeway. He also thanked staff for their time on the Community Leader tour of the District.*

*Richard Fiore attended the OCWA monthly lunch. The program discussed the SCWD tunneling project in Laguna Beach.*

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

*None.*

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

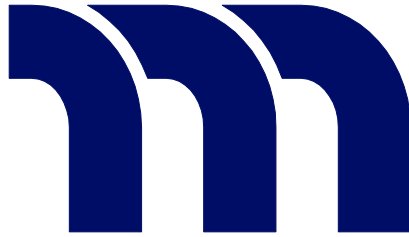
*None.*

**ADJOURNMENT:**

*The meeting was adjourned at 7:55 p.m.*

Respectfully submitted,

Paige Gulck  
Board Secretary



# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** March 12, 2020

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

**SUBJECT:** Amendment No. 2 to the Spoils Removal Service Agreement

---

### SUMMARY:

Issue: Board action is required to execute an amendment to the Spoils Removal Service Agreement with Goodwin Enterprises, Inc.

Recommendation: It is recommended that the Board of Directors approve Amendment No. 2 to the Spoils Removal Service Agreement with Goodwin Enterprises, Inc. for an amount not-to-exceed \$125,000 for a total contract amount of \$509,000; and authorize the General Manager or Assistant General Manager to execute the Amendment.

Fiscal Impact: Sufficient funds are available in the FY 2019-20 Operating Budget.

Reviewed by Committee: Yes, recommended for approval at the Technical Committee Meeting on March 2, 2020.

Reviewed by Legal: Yes

### BACKGROUND:

Spoils material is generated regularly as part of the District's operation and maintenance of its potable water, recycled water, and wastewater systems. Spoils generally consist of wet clay, sand, concrete, and pavement. The spoils material is currently stored at the District's Camino Capistrano Yard (adjacent to Plant 3A) and then removed for disposal at an offsite location by an approved and certified outside removal services contractor (i.e. Goodwin Enterprises, Inc.). The spoils material storage bins are concrete structures that have the capacity to hold over 200 cubic yards of material when completely full. Historically, removal services are performed monthly. However, depending on District activities, quantities may require multiple removals in a given month.

## #9.

### Amendment No. 2 to the Spoils Removal Service Agreement

March 2, 2020

Page 2 of 2

In August 2017, the Board of Directors awarded a three-year contract to Goodwin Enterprises, Inc., for a total not-to-exceed contract value of \$288,000. The request for proposals was issued to four qualified contractors and Goodwin Enterprises, Inc. provided the best overall pricing per load. In July 2018, the Board of Directors approved Amendment No. 1 to the Spoils Removal Agreement with Goodwin Enterprises, Inc. for an additional amount not-to-exceed \$96,000. This amendment was necessary due to the increased number of repairs performed by District crews.

#### **DISCUSSION:**

The District continues to experience an increased need for spoils removals. This is primarily due to the increase in the number of valve and service line replacements performed by District crews, in addition to the recent uptick in emergency repairs. Staff estimates that an additional \$125,000 will be required to cover the remainder of this fiscal year. Goodwin Enterprises, Inc. has provided high-quality and reliable service to the District at a low cost. Staff is currently in the process of preparing a new request for proposals to secure spoils removal services when this current contract expires in June 2020.

#### Attachments:

1. Original Spoils Removal Service Agreement
2. Spoils Removal Service Agreement Amendment No. 1
3. Proposed Spoils Removal Service Agreement Amendment No. 2

**MOULTON NIGUEL WATER DISTRICT  
AGREEMENT FOR  
SPOILS REMOVAL SERVICES  
(Fiscal Year 2017-18, 2018-19, 2019-20)**

THIS AGREEMENT ("Agreement") is made and entered into as of 8/14/2017, 2017 (the "Effective Date"), by and between the MOULTON NIGUEL WATER DISTRICT, hereinafter called "District," and GOODWIN ENTERPRISES, INC., hereinafter called "Contractor." District and Contractor are sometimes referred to in this Agreement individually as a "party" or jointly as the "parties."

**RECITALS**

- A. District requires spoils removal and disposal services at various facility sites owned or operated by District, as further described in this Agreement and in **Exhibit 1, Scope of Work** and its attachments attached hereto and incorporated in this Agreement (the "Services").
- B. Contractor represents that it has the necessary licenses, equipment, permits, and skills required to perform the Services pursuant to the terms and standards set forth in this Agreement.

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

**AGREEMENT**

- 1. **SCOPE OF WORK, PERFORMANCE STANDARDS.**
  - a. Contractor shall perform the Services in accordance with the Scope of Work and specifications set forth in attached **Exhibit 1** and the other terms of this Agreement in consultation with District representatives, including the provision of labor, and materials (not otherwise provided by District itself), for various facilities throughout District, from time to time during the term of this Agreement. The quantity of work to be performed and materials provided outlined in **Exhibit 1** is only an estimate. The expected scope and amount of Services to be performed is on an as-needed basis. Contractor acknowledges and agrees District does not guarantee any minimum or maximum amount of Services to be provided under this Agreement and District may use other Contractors for the Services throughout the term of this Agreement, in its sole discretion. Except as otherwise specified under **Exhibit 1** Contractor shall provide all labor, materials, tools, equipment, supplies, utilities and transportation services required to perform the Services, subject to compliance with the Agreement requirements, and complete all Services in a thorough, professional and workmanlike manner, and in accordance with generally accepted industry standards, to the satisfaction of District.
  - b. The Services shall be performed in accordance with the terms of this Agreement including all attached Exhibits, the Services specifications, and the permitting, licensing or other requirements of any governmental or municipal entity within whose jurisdiction the Services are performed, including municipal storm water

## #9.

ordinances, which are by this reference incorporated into this Agreement. It shall be the Contractor's responsibility to ascertain and keep informed of all such existing and future requirements of other governmental entities concerning the Services performed under this Agreement, including acquisition of necessary permits and licenses by municipalities related to Services in public right of way and payment of the fees or costs thereof.

- c. Contractor is an independent contractor and not an employee of District. No permitted or required approval of District representatives of costs, schedules, documents, or services of Contractor or investigations thereof, will be construed as making District responsible for the manner in which Contractor performs the Services. Such approvals and investigations are intended only to give District the right to satisfy itself with the quality of work performed by Contractor.
2. PUBLIC SAFETY; SAFETY REQUIREMENTS. Contractor shall be solely and completely responsible for the safety of all persons and property during performance of the Services and work. Contractor's operations for the Services shall be conducted so as to provide maximum safety to Contractor's employees, to the general public and to District's representatives, and in compliance with all safety laws, rules and regulations of the State of California ("State"), federal, and local agencies. It is Contractor's responsibility to have a current safety program on file with District prior to commencement of any Services under this Agreement. It is Contractor's responsibility to have a current Safety Manual that meets SB 198 requirement for injury and illness prevention and have that Safety Manual on file with District.
3. COMPLIANCE WITH LAW, LICENSE. Contractor at all times during the performance of the Services shall comply with, cause its agents, employees and representatives to observe and comply with and shall remain fully informed of all local, State, and federal laws, ordinances, rules, regulations or other requirements, including any permits issued for the Services, that may in any manner affect those employed to perform any of the Services or that may in any way affect the performance of the Services. In performing the Services, Contractor shall comply with, and give all notices required pursuant to all laws, ordinances, rules, regulations and other requirements applicable to the Services. Contractor shall be liable for any violation of law, ordinance, rule, regulation or other requirement in connection with performance of the Services. Contractor shall bear all liability and costs, including fines, arising from performance of the Services that are contrary to any applicable law, ordinance, rule, regulation, or other requirement.
4. DISTRICT OBSERVATION. Contractor's performance of Services is subject to observation and inspection by District's representatives. The observation, if any, by the District's representative of the Services shall not relieve Contractor of any of obligations under the Agreement as prescribed, or Contractor's obligations to perform the Services in accordance with all terms and provisions required by municipal permits.
5. AGREEMENT PRICE; TERM.
  - a. Contractor shall perform all Services pursuant to this Agreement at the "unit prices" in the schedule of work items attached as Exhibit 2, Fee Schedule, which establishes unit prices for components of the Services, including materials, listed in the schedule. There shall be no increase to the unit prices if an adjustment to the number of Contractor's staff or service hours is needed to meet

the Agreement requirements for the Services. The total compensation paid to Contractor during the term of this Agreement shall not exceed **Two Hundred Eighty-Eight Thousand Dollars (\$288,000)** (the "Agreement Maximum Amount"). Notwithstanding the foregoing, the total compensation during each fiscal year of the Agreement term shall not exceed **Ninety-Six Thousand Dollars (\$96,000)** per year. Contractor is responsible for and shall pay all sales, consumer, use, and other taxes in connection with materials for the Services.

- b. Work will be billed by Contractor in accordance with District's invoicing requirements, including sufficient detail on work items under the Agreement pricing. Contractor's invoice will account for the location of the Services performed in addition to sufficient cost details as required by District. District will make payment to the Contractor within thirty (30) calendar days of receipt and approval of an invoice by District, provided District may withhold amounts as necessary to satisfy properly filed claims for labor or material; estimated actual costs for correcting defective work; amounts claimed by District as forfeiture due to offsets, and as otherwise provided for under Section 9. No certificate given or payment made under the Agreement shall be conclusive evidence of performance of the Agreement and no payment shall be an acceptance of any defective work or improper materials.
- c. Acceptance and payment by District for the Services will not in any way relieve Contractor of its responsibility to perform the Services and the Agreement in strict accordance with State, federal, and local law. Neither District's acceptance of, nor payment for, any Services will be construed to operate as a waiver of any rights under the Agreement, or of any cause of action arising out of the performance of the Agreement.
- d. The term of the Agreement is from the **Effective Date to and including June 30, 2020** ("expiration"), unless otherwise terminated earlier by either party pursuant to Section 12.

6. PUBLIC LAW REQUIREMENTS; PREVAILING WAGE.

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

## #9.

- b. Contractor must be registered with the Department of Industrial Relations pursuant to the requirements of Sections 1725.5 and 1771.1 of the California Labor Code. Contracts/subcontracts shall not be entered into with any contractor without proof of current registration to perform work consistent and in compliance with the requirements of Sections 1725.5 and 1771.1. Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contracts entering into with any Contractor or subcontractor, in violation of Section 1771.1(a), shall be subject to cancellation by the District at the sole discretion of the District consistent with Section 1771.1(e).
  - c. Contractor is responsible for furnishing those records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, pursuant to the procedures set forth in Section 1771.4 of the Labor Code. Contractor's DIR Registration No. is 1000022058.
  - d. Contractor acknowledges that it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
  - e. Contractor shall post job site notices, pursuant to the requirements set forth in the Labor Code and related applicable regulations, including but not limited to, those provisions addressing the posting of notice relating to prevailing wage compliance.
7. AGREEMENT DOCUMENTS. This Agreement includes all of the Agreement documents as follows: this Agreement and all exhibits and attachments to the foregoing documents.
  8. NO SUBCONTRACTORS. Contractor agrees and represents that none of the Services will be subcontracted, and that Contractor will perform all Services. It is agreed and acknowledged that should Contractor fail to conform hereto or with any of the requirements of Section 4100 *et seq.* of the Public Contract Code, Contractor shall be subject to the applicable statutory penalties, and to the requirements of Labor Code Sections 1777.1 or 1777.7 relating to payment of wages to ineligible subcontractors' employees, and the corresponding return of all subcontracting payments to District.
  9. REMEDIES FOR DEFAULT. Without limiting any other right or remedy of District, should District not receive proper Services, cooperation, and response to its requests from Contractor in compliance with this Agreement and the Scope of Work, District reserves the right to withhold payments due to Contractor under this Agreement until said items are completed or corrected by Contractor or, at District's election, completed or corrected by others. The entire cost of any such work performed by others shall be deducted from the payments due to Contractor hereunder. Without limiting any other right or remedy of District, District shall have the right to offset against any amount payable to Contractor under this Agreement, any back charges provided for in the Exhibits in this Agreement, and any loss or damage caused by Contractor's lack of performance or breach of this Agreement.
10. INSURANCE.



- a. In addition to the requirements set forth below, during the entire term of the Agreement, Contractor will pay for and maintain, in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of Contractor in connection with or related to the Services provided under the Agreement.
- b. During the entire term of the Agreement, Contractor will pay for and maintain, in full force and effect, all insurance required by District as listed in this Section. Contractor shall not commence Services under the Agreement until it has obtained all insurance required by the Agreement. Two (2) sets of originally executed certificates of insurance and all required endorsements evidencing the required coverage detailed in this Section shall be provided by Contractor with the Contractor's executed copy of this Agreement, and prior to commencement of any Services.
- c. The commercial general liability and business automobile insurance will be comprehensive in form, and be for the term of this Agreement and on a 'per occurrence' basis. All policies will have a clause providing that thirty (30) calendar days written notice will be given to District prior to any cancellation of such policies. All insurance will be issued and underwritten by insurance companies having at least an "A-" policyholder's rating and a financial rating not less than Class VII in accordance with the most current Best's Rating Guide - Property/Casualty, or better, or as otherwise approved by District. Contractor may satisfy the limit requirements set forth below in a single policy or multiple policies, provided, however, that any such additional policies written as excess insurance will not provide any less coverage than that provided by Contractor's first or primary policy. All policies shall name Moulton Niguel Water District and each of its directors, elected officials, officers, employees and agents as additional insureds thereunder ("Additional Insureds"). All of the policies of insurance provided hereunder shall be primary insurance and not additional to or contribute with any other insurance carried or maintained by, or for the benefit of, the Additional Insureds, and the insurer shall waive all rights of subrogation and contribution it may have against the Additional Insureds; these requirements shall be set forth in endorsements to policies. In the event any of said policies of insurance are canceled, Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 10 to District.
- d. In the event District consents, and Contractor subcontracts any portion of the Services under the Agreement, the Agreement between Contractor and such subcontractor shall require the subcontractor to maintain the same policies, limits and terms of insurance that Contractor is required to maintain pursuant to this Section 10, in accordance with all of the requirements of this Section 10.
- e. Contractor shall take out and maintain at all times during the Agreement the following policies of insurance, which shall comply with the other terms of this Section as well as the following:
  - i. Workers Compensation Insurance and Employers Liability Insurance. Worker's compensation insurance as required by State laws, and employer's liability insurance with limits not less than \$1,000,000 each accident and \$1,000,000 for disease per employ, **which will include the**

**subrogation and Additional Insureds terms and endorsements described under subsection (c) above.** This insurance shall be in strict accordance with the requirements of the most current and applicable state Workers' Compensation insurance laws. Contractor shall execute the Certificate required by Section 1861 of the Labor Code on **Exhibit 3** attached to this Agreement prior to commencement of any Services.

- ii. **Commercial General Liability Insurance.** Commercial general liability in a combined limit of not less than \$2,000,000 per occurrence, \$4,000,000 aggregate with such aggregate to apply separately to the Services. Commercial General Liability insurance coverage shall be equivalent to Insurance Services Office Form CG 00 01. Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in Section 11 of this Agreement, **as well as the subrogation, primary insurance/non-contribution and Additional Insureds terms and endorsements described under subsection (c) above.** This insurance shall name the Additional Insureds using ISO endorsement CG 20 10 11 85, or both CG 20 10 and CG 20 37 forms if later revisions are used.
- iii. **Business Automobile Insurance.** Business automobile insurance with a liability limits of not less than \$1,000,000 each accident for bodily injury and property damage. The policy shall include coverage for any auto, owned, non-owned, and hired vehicles, **and include the subrogation., primary insurance/non-contribution and Additional Insureds terms and endorsements described under subsection (c) above.**

- f. Nothing in the insurance requirements set forth herein is to be construed as limiting the liability of Contractor or Contractor's insurers or sureties. Contractor agrees that the provisions of this Section 10 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages or other costs to District, or any persons or property, resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible, including Contractor's subcontractors, if any.

**11. INDEMNIFICATION.**

- a. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend District, and each its directors, elected officials, officers, employees, members and agents from and against all claims, damages, losses and expenses, and costs including costs of defense and attorneys' fees, arising out of, in connection with, or resulting from, or alleged to have arisen out of or resulted from, the performance of the Services or work hereunder, provided that any such claim, damage, loss or expense is: (a) attributable to bodily injury, personal injury, sickness, disease, or death, or for damage to, or loss or destruction of, property including the loss of use resulting therefrom, and (b) caused or alleged to have been caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder (except, to the extent of the sole negligence, active negligence or willful misconduct of such

indemnified party, in which case Contractor's indemnification obligation shall be reduced in proportion to the indemnified party's share of liability for its sole or active negligence or willful misconduct, if any); or (c) due to failure, neglect or refusal of the Contractor to faithfully perform the Services or work and any of the Contractor's obligations under the Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person indemnified in this Section 11. It is expressly acknowledged by the Contractor that the foregoing obligations of Contractor include the duty to defend the indemnified parties against any claims, proceedings and demands within the scope of the foregoing indemnity terms.

- b. In any and all claims against the indemnified parties by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor, or any subcontractor, or other person under workers' compensation acts, disability benefit acts, or other employee acts.
- c. This indemnity obligation shall survive the termination or expiration of this Agreement and the completion of the Services and work hereunder.

12. TERMINATION. Either party may terminate this Agreement by providing written notice to the other party ten (10) business days in advance of the date of termination; provided, District may terminate the Agreement without any advance notice in the event Contractor is in material breach of any of the terms of this Agreement, as determined by District in its discretion. In the event Contractor terminates this Agreement, Contractor is responsible for the completion of any Services still outstanding in accordance with the terms of the Agreement. Contractor's indemnity and warranty obligations shall survive the expiration or termination of this Agreement, as well as any outstanding obligations of Contractor at the time of termination. On any termination, Contractor will be entitled to the reasonable value of the Services performed for which it has not received prior compensation under this Agreement, subject to any offset from such payment representing District's damages from any material breach of the terms of the Agreement by Contractor or as otherwise provided for under Section 5. In no event, will Contractor be entitled to receive compensation in excess of the compensation specified under Section 5 of this Agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

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

- 14. SUCCESSORS; ASSIGNMENT. This Agreement is binding on the successors of the parties. This Agreement may not be assigned by Contractor except upon written consent of District.
- 15. ATTORNEYS' FEES. In the event of any declaratory or other legal or equitable action instituted between District and Contractor in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party all of its attorneys' fees, and costs and expenses.
- 16. THIRD-PARTY CLAIMS/DISTRICT NOTICE. Contractor agrees that it will process and administer any and all claims from third parties received in connection with Contractor's performance of the Services, consistent with the terms of Sections 10 and 11 of this Agreement. In accordance with Public Contract Code Section 9201, District shall timely notify Contractor if District receives any third-party claim relating to the Services or the Agreement. District shall be entitled to recover from Contractor District's reasonable costs incurred in providing such notification.
- 17. NOTICE. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person or to an officer or duly authorized representative of the other party or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Contractor:            Goodwin Enterprises, Inc.  
    33375 Christine Lane  
    Winchester, CA 92596  
    Attn: Donny Goodwin

If to District:                Notices:  
    Moulton Niguel Water District  
    27500 La Paz Road  
    Laguna Niguel, CA 92677  
    Attn: Director of Engineering and Operations

If to District:                Billing:  
    Moulton Niguel Water District  
    P.O. Box 30203  
    Laguna Niguel, CA 92607-0203  
    Attn: Purchasing  
    (949) 831-2500

Any notice to Contractor's surety (or any other person) shall be addressed to the addresses provided in the Agreement or such substitute addresses in accordance with the terms provided herein. Any party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be fully delivered and received 24 hours after mailing as provided above.

- 18. INTEGRATION; ATTACHMENTS. This Agreement supersedes any and all agreements between the parties hereto which are prior in time to this Agreement. Neither District nor Contractor shall be bound by any understanding, agreement, promise, representation or

stipulation expressed or implied not specified herein. The Exhibits attached hereto are incorporated herein as part of this Agreement.

19. PARTIAL INVALIDITY. If any section of this Agreement or provision of the Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or enforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of the Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.
20. AMENDMENTS. No addition to or modification of any provision contained in the Agreement shall be effective unless fully set forth in a writing signed by both District and Contractor.
21. GOVERNING LAW; VENUE. The Agreement shall be construed in accordance with and governed by the laws of the State. In the event of any legal action to enforce or interpret the Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.
22. 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, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District.
23. DUE AUTHORITY OF SIGNATORIES; COUNTERPARTS. Each person signing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the party he or she represents to execute, and thereby bind such party to, this Agreement. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original and both of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.
24. NO THIRD PARTY RIGHTS. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.
25. INTERPRETATION. The provisions contained herein shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Agreement.

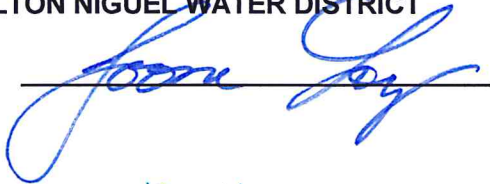
[SIGNATURE PAGE FOLLOWS]

#9.

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

**MOULTON NIGUEL WATER DISTRICT**

By:



Printed Name: Joane Lopez  
General Manager

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

Dated: 8/15/17

**GOODWIN ENTERPRISES, INC.**

By:



(Authorized Representative of  
Consultant)

Printed Name: Donny Goodwin

Title: President

Dated: 8/14/2017

**Exhibit 1**

**SCOPE OF WORK  
SPOILS REMOVAL SERVICES**

Contractor shall provide on-call services to separate, load and haul spoils materials offsite from two potential locations:

- The District's 2A location, located at 26161 Gordon Road, Laguna Hills, CA 92653, and
- The District's 3A location, located at 26001 Camino Capistrano, Mission Viejo, CA 92691.

The spoil material are generally mixed quantities of wet clay/sand, concrete and AC pavement; they are not contaminated and not considered hazardous. All spoil materials shall become the property of the Contractor once it leaves the District's locations. The spoils material bin is a concrete block structure that measures 20' X 25' X 10' (approximately 185 cubic yards) when completely full. At a minimum, the District fills one of the bins each month. It is estimated that the spoil materials will need to be removed at least once a month; however, the removal services are subject to the needs of the District and may require multiple removals or no removals in any one month.

The Contractor shall provide, at its expense, the equipment and labor necessary to separate, load and remove the spoil materials from the required District spoil bin. Contractor shall dispose of the spoil materials at legally permitted disposal sites only, in accordance with any applicable laws and/or regulations, including State, Federal, County, municipal or other applicable government requirements. Contractor shall retain receipts from such disposal sites when applicable. Contractor's services shall take place during regular business hours only, with no after-hours or holiday pick-ups. Due to anticipated increased District activities over the course of this contract, we are requiring that each removal be completed within a two (2) working day period.

#9.

**EXHIBIT 2**  
**FEE SCHEDULE**


QUANTITY	UNIT	DESCRIPTION	COST
1	EA	Separate, load and dispose of a Full Bin of spoil material from MNWD Plant 2A Yard and 3A Yard	\$ 6,000.00
		Estimated quantity of 16 annual disposals	x 16
TOTAL ESTIMATED ANNUAL COST			\$ 96,000.00
TOTAL ESTIMATED THREE YEAR COST			\$ 288,000.00



EXHIBIT 3

**WORKERS' COMPENSATION CERTIFICATION**

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder Goodwin Enterprises Inc.  
Signature   
Name Donny Goodwin  
Title President  
Dated 8/14/2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2016

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> KGIB, INC. KNOX GENERAL INSURANCE BROKERS 226 SOUTH GLASSELL STREET ORANGE CA 92866	<b>CONTACT NAME:</b> Carol Knox, Debbie S. Taylor or Debbie Waller <b>PHONE (A/C, No, Ext):</b> (714) 744-3300 <b>FAX (A/C, No):</b> (714) 744-6537 <b>E-MAIL ADDRESS:</b> carol@kgibinc.com, debbie@kgibinc.com or dwaller@kgibinc.com														
<b>INSURED</b> GOODWIN ENTERPRISES INC. P.O. BOX 7388 CAPISTRANO BEACH CA 92624-7388	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : JAMES RIVER INSURANCE COMPANY</td> <td>12203</td> </tr> <tr> <td>INSURER B : EMPLOYERS MUTUAL CASUALTY COMPANY</td> <td>21415</td> </tr> <tr> <td>INSURER C : STATE COMPENSATION INSURANCE FUND</td> <td>35076</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : JAMES RIVER INSURANCE COMPANY	12203	INSURER B : EMPLOYERS MUTUAL CASUALTY COMPANY	21415	INSURER C : STATE COMPENSATION INSURANCE FUND	35076	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : JAMES RIVER INSURANCE COMPANY	12203														
INSURER B : EMPLOYERS MUTUAL CASUALTY COMPANY	21415														
INSURER C : STATE COMPENSATION INSURANCE FUND	35076														
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	000615712	03/24/2016	03/24/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000	
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	1E37433	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			000708320	03/24/2016	03/24/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	9040877-17	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 PROJECT: SPOILS REMOVAL AT PLANT 3A YARD: CONTRACT NO. OM16-17.060  
 Moulton Niguel Water District and each of its directors, elected officials, offices, employees and agents, and any other public entities issuing permits for entry in public right of way to perform the Work, and owners of record of all property on which entry will be made to perform the Work are named as additional insured per form MC 2010US 9-12 for on going operations and MC2037US 9-12 for completed operations. primary and non contributory wording is included per form AP5031US 4-10 and Waiver of Subrogation per form AP5004US 11-06 with respect to General Liability. Auto additional insured with primary and non contributory wording per form CA7266 7/14 and Waiver of subrogation applies per form CA7392 7/14 with respect to Auto Liability. Work Comp wavier of

<b>CERTIFICATE HOLDER</b> MOULTON NIGUEL WATER DISTRICT P.O. BOX 30203 LAGUNA NIGUEL CA 92607	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY KGIB, INC.		NAMED INSURED GOODWIN ENTERPRISES INC.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

of subrogation attached per form 10217. 30 day notice of cancellation per form IL7338 5/12.

POLICY NUMBER 00061571-2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (SCHEDULED) – WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT; APARTMENTS AND ALL CONSTRUCTION OTHER THAN RESIDENTIAL DEVELOPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Covered Operations
Where required by written contract or written agreement	All non-residential construction projects of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

**A. SECTION II – Who Is An Insured** is amended to include any person or organization shown in the Schedule for which you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage." Coverage provided such additional insured is only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s), providing that

"your work" or "your product" related to Covered Operations shown in the Schedule above, is other than "residential development" of any description.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. For the purposes of this endorsement, the following is added to the **Other Insurance** Condition and supersedes any provision to the contrary

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured designated in the Schedule, provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured

The following definitions are added to SECTION V – DEFINITIONS of this policy:

"Residential development" means a structure or structures, including the land upon which it is situated, designed or intended for occupancy in whole or in part as a residence by any person or persons.

"Residential development" does not include "apartments" or "apartment buildings."

"Apartments" means one or more rooms of a building used as a dwelling unit separate from others in the building and which are rented from others by those dwelling in them

"Apartments building" means a structure containing two or more separate "apartments."

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

*Includes copyrighted material of Insurance Services Office, Inc., with its permission.*

**#9.**

"Apartments" means one or more rooms of a building used as a dwelling unit separate from others in the building and which are rented from others by those dwelling in them

"Apartments building" means a structure containing two or more separate "apartments"

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

*Includes copyrighted material of Insurance Services Office, Inc., with its  
permission*

POLICY NUMBER: 00061571-2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT, AGREEMENT OR PERMIT
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**#9.**

POLICY NUMBER: 00061571-2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

### ALL COVERAGE PARTS

The Company agrees to waive any right of recovery against any person or organization, as required by written contract, because of payments we make for injury or damage which is limited to liability directly caused by "your work" which is imputed to such person or organization.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



POLICY NUMBER: 1E3 74 33

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

**SCHEDULE\***

Name of Person(s) or Organization(s)
MOULTON NIGUEL WATER DISTRICT P.O. BOX 30203 LAGUNA NIGUEL, CA 92607
Information required to complete this schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II of the coverage form.

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".

POLICY NUMBER: 1E3 74 33

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED  
IN A WRITTEN CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition Section is added to and replaced by the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written agreement or written contract because of payments we make for injury or damage arising out of your ongoing operations or "work you performed" under a written contract or written agreement with that person or organization and included in the "Garage Operations".

A. The following definitions are added to the Definition Section of this endorsement only:

1. "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, maintenance or use of the "autos" indicated in Section I of this Coverage Form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.
2. "Work you performed" includes:
  - a. Work that someone performed on your behalf; and
  - b. The providing of or failure to provide warnings or instructions.



ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION  
BLANKET BASIS

BROKER COPY

REP D1  
9040877-17  
RENEWAL  
SP  
3-76-00-42  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE JANUARY 1, 2017 AT 12.01 A.M.  
AND EXPIRING JANUARY 1, 2018 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

GOODWIN ENTERPRISES, INC  
PO BOX 7388  
CAPISTRANO BEACH, CA 92624

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JANUARY 5, 2017

*Kent R. Va...*  
AUTHORIZED REPRESENTATIVE

*Warren Steiner*  
PRESIDENT AND CEO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARLIER NOTICE OF CANCELLATION PROVIDED  
BY US – DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- BUSINESS AUTO COVERAGE PART
- BUSINESSOWNERS COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
- LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

**SCHEDULE\***

<p>1. <b>Name:</b> MOULTON NIGUEL WATER DISTRICT</p>
<p>2. <b>Address:</b> P.O. BOX 30203, LAGUNA NIGEL, CA 92607</p>
<p>3. <b>Number of days advance notice:</b> 30</p>
<p>*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.</p>

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance or as amended by a state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the Schedule above.

**AMENDMENT NO. 1 TO THE AGREEMENT FOR SPOILS REMOVAL SERVICES  
BETWEEN MOULTON NIGUEL WATER DISTRICT  
AND GOODWIN ENTERPRISES, INC.  
(FY 2017-18, 2018-19, 2019-20)**

This Amendment No. 1 (this "Amendment") is entered into and effective as of July 1, 2018, amending the Agreement for Spoils Removal Services, dated August 14, 2017 (the "Agreement") by and between Moulton Niguel Water District ("District") and Goodwin Enterprises, Inc. ("Consultant") (collectively, the "Parties"). Any capitalized terms used but not defined herein shall have the meaning assigned to them in the Agreement.

**RECITALS**

A. WHEREAS, on August 14, 2017, the Parties entered into the Agreement for a total not-to-exceed Agreement amount of \$288,000, with a Fiscal Year maximum expenditure amount of \$96,000;

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

1. The Agreement is hereby revised to increase the total not-to-exceed amount to Three Hundred Eighty-Four Thousand Dollars (\$384,000).

2. SECTION 5a – AGREEMENT PRICE; TERM of the Agreement is hereby deleted and replaced in its entirety as follows:

5. AGREEMENT PRICE; TERM.

a. Contractor shall perform all Services pursuant to this Agreement at the "unit prices" in the schedule of work items attached as Exhibit 2, Fee Schedule, which establishes unit prices for components of the Services, including materials, listed in the schedule. There shall be no increase to the unit prices if an adjustment to the number of Contractor's staff or service hours is needed to meet the Agreement requirements for the Services. The total compensation paid to Contractor during the term of this Agreement shall not exceed Three Hundred Eighty-Four Thousand Dollars (\$384,000) (the "Agreement Maximum Amount"). Contractor is responsible for and shall pay all sales, consumer, use, and other taxes in connection with materials for the Services.

3. All other provisions of the Agreement will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and previous amendments and this Amendment, the terms of this Amendment shall control.

4. All requisite insurance policies to be maintained by Consultant pursuant to the

Agreement, as may have been amended from time to time, will include coverage for this Amendment.

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

GOODWIN ENTERPRISES, INC.

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

(sign here)

Donny Goodwin, President

\_\_\_\_\_  
(print name/title)

6/26/2018

\_\_\_\_\_  
Date

MOULTON NIGUEL WATER DISTRICT, a California Water District

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

Joone Lopez, General Manager

6/29/18  
\_\_\_\_\_  
Date

**AMENDMENT NO. 2 TO THE AGREEMENT FOR SPOILS REMOVAL SERVICES  
BETWEEN MOULTON NIGUEL WATER DISTRICT  
AND GOODWIN ENTERPRISES, INC.  
CONTRACT NO. OM17-18.028**

This Amendment No. 2 (this "Amendment") is entered into and effective as of \_\_\_\_\_, 2020, amending the Spoils Removal Services Agreement dated August 14, 2017 (the "Agreement"), by and between Moulton Niguel Water District ("MNWD"), and Goodwin Enterprises, Inc. ("Contractor") (collectively, the "Parties"). Any capitalized terms used but not defined herein shall have the meaning assigned to them in the Agreement.

**RECITALS**

WHEREAS, on August 14, 2017, the Parties entered into the Agreement for spoils removal services through June 30, 2020 for a total not-to-exceed Agreement amount of \$288,000; and

A. WHEREAS, on July 1, 2018 the parties executed Amendment No. 1 to the agreement to increase the contract amount by \$96,000 for a not-to-exceed agreement amount of \$384,000; and

B. WHEREAS, the Parties now desire to increase the total not-to-exceed amount by \$125,000.

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

1. The Agreement is hereby revised to increase the total not-to-exceed amount by \$125,000.

2. The Parties agree that the total Agreement amount, including this Amendment, shall not exceed \$509,000.

3. All other provisions of the Agreement will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

4. All required insurance policies to be maintained by the Contractor pursuant to the Agreement will include coverage for this Amendment.

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

**MOULTON NIGUEL WATER DISTRICT:**

**GOODWIN ENTERPRISES, INC.:**

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

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

(Authorized Representative of Contractor)

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

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

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

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

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

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







# #10.

Amendment No. 3 to Diversion Agreement with County of Orange

March 12, 2020

Page 2 of 2

2005-2009. In 2009, the operational issues were resolved, and a First Amendment to the Agreement was executed (Exhibit C). The term of this Amendment was changed to 5 years. The First Amendment provided for: (i) renewing the term of the original agreement for up to 5 years, (ii) setting a new discharge rate in dollars per million gallons, and (iii) imposing a permit processing fee to cover administrative costs. The provisions of the Second Amendment (Exhibit D), as well as the proposed Third Amendment (Exhibit E), both address these same three issues.

## **DISCUSSION:**

This Third Amendment extends the term for an additional 5 years and revises the cost per million gallons of discharge water based on the most recent comprehensive cost of service analysis for wastewater services, performed in 2017. Cost of service for wastewater flows increased from \$3,664 to \$6,764.37 per million gallons. The Amendment has been revised to reflect this cost. Provisions in the Amendment allow for annual adjustments to the unit cost, as deemed necessary by the District. In addition, the Amendment calls for the County to reimburse the District \$1,000 for administrative expenses associated with development and review of the Amendment.

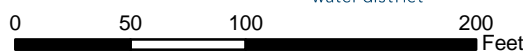
The proposed Third Amendment will be presented to the County Board of Supervisors for consideration at the March 24, 2020 Board Meeting.

## Attachments:

1. Exhibit A – Location Map
2. Exhibit B – Original Agreement, 2002
3. Exhibit C– First Amendment, 2009
4. Exhibit D – Second Amendment, 2015
5. Exhibit E –Third Amendment (Proposed)



Path: C:\GIS\Projects\Projects\_Ongoing\Capital Improvement\Project Exhibits\Mountain County\Orange Treatment\WoodfieldPark.mxd



Scale - 1:1,000

Exhibit "A" - Location Map  
County of Orange Treatment  
at Woodfield Park, Aliso Viejo



## EXHIBIT B

AGREEMENT BETWEEN MOULTON NIGUEL WATER DISTRICT  
AND COUNTY OF ORANGE  
FOR INTERIM DIVERSION OF URBAN RUNOFF FROM  
JO1P28 STORM DRAIN PER SOUTH ORANGE COUNTY WASTEWATER  
AUTHORITY 'DRY WEATHER NUISANCE FLOW DIVERSION POLICY'

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2002 by and between MOULTON NIGUEL WATER DISTRICT (MNWD), a California Water District, and COUNTY OF ORANGE (COUNTY), California, a body corporate and politic. MNWD and County are sometimes referred to in this Agreement individually as "party" or jointly as "parties".

RECITALS

- A. County owns and maintains a 96-inch storm drain facility known as the "JO1P28 Storm Drain", discharging dry weather nuisance flows and storm water to Aliso Creek.
- B. County is one of the co-permittees of the storm water National Pollution Discharge Elimination System (NPDES) permit issued by the San Diego (Region 9), Regional Water Quality Control Board to Orange County (southern area).
- C. MNWD is a member agency of South Orange County Wastewater Authority (SOCWA) and one of the owners/participants in certain of SOCWA's regional wastewater treatment and disposal facilities, the Joint Regional Treatment Plant and the Aliso Creek Ocean Outfall (the "SOCWA Facilities").
- D. MNWD owns and maintains a 24-inch sewer transmission pipeline located in the vicinity of the JO1P28 Storm Drain that conveys wastewater generated in the MNWD service area to the SOCWA Facilities.
- E. County desires to modify the JO1P28 Storm Drain to divert and treat dry weather nuisance flow discharges prior to discharge to Aliso Creek. Backwash water from the proposed package water treatment plant is proposed to be discharged to the MNWD sewer collection system (the "Sewer Facilities"). The proposed location of the diversion facilities is depicted in Exhibit A to this Agreement ("JO1P28 Interim Water Quality Improvement Package Plant BMP – Backwash Discharge Line Plan and Profile"), and such facilities are referred to as the "JO1P28 Diversion Structure" in this Agreement.

- F. The parties recognize that the SOCWA Facilities and the Sewer Facilities have limited system capacity available for acceptance of dry weather nuisance flow discharges, such diversions to be on an interim basis and with no adverse affects on the facilities' primary function of collection, treatment, and disposal of sanitary sewer discharges. SOCWA and MNWD have each adopted the "SOCWA Policy for Acceptance of Interim Dry Weather Nuisance Flow to the Wastewater Collection, Treatment and Disposal System Pursuant to Pretreatment Program and Waste Discharge Requirements" and related rules and regulations (together, the "Policy") that allows certain interim diversions of dry weather nuisance flow using those facilities, provided the diversions are strictly in accordance with the Policy.
- G. MNWD and SOCWA are willing to accept limited, interim amounts of dry weather nuisance water discharges from the JO1P28 Diversion Structure treatment facilities (1) in strict accordance with the Policy, pretreatment and waste discharge requirements applicable to the SOCWA Facilities and Sewer Facilities, any other laws, rules, regulations or permits of the parties, SOCWA or other applicable regulatory agencies governing such facilities or the proposed discharges, and the terms of this Agreement; and (2) only upon the issuance of an 'SWD Permit' under and pursuant to the Policy for the JO1P28 Diversion Structure.

IN CONSIDERATION of the promises and mutual covenants contained herein, the parties agree as follows:

AGREEMENT

- 1. Diversion Structure Treatment Facilities. County shall operate the JO1P28 Interim Water Quality Improvement Package Plant, and assume all responsibility and liability therefore as follows in this Agreement and under the Policy. MNWD consents to the construction, installation, maintenance and operation of the Package Plant, and discharge of backwash water from the package plant into the Sewer Facilities, at a maximum rate of 3,000 gallons/day provided those actions and all matters related to the JO1P28 Diversion Structure and package plant are (i) done in strict accordance with the terms of this Agreement, the Policy and the SWD Permit, and (ii) do not commence until issuance of the SWD Permit for such structure pursuant to the Policy.

- 2. County Project Fees and Annual Costs. County shall reimburse MNWD for the (1) annual operation and maintenance costs associated with the conveyance, treatment and disposal of backwash from the treatment of dry weather nuisance flows from the JO1P28 Diversion Structure, including any costs MNWD incurs for the SWD Permit administration, and, (2) one-time costs associated with engineering, 'SWD Permit' processing and preparation of this Agreement.

The annual operation and maintenance costs will be based on the annual volume of dry weather nuisance flows diverted to the Sewer Facilities and SOCWA Facilities, the cost to construct and operate the Sewer Facilities including wastewater lift stations, and the MNWD share of the cost to operate the SOCWA Facilities. The costs will be determined based upon a unit cost of \$1,200/million gallons (mg) of flow discharged into the Sewer Facilities. County will, on a quarterly basis, indicate to MNWD the quantity of flow discharged to the sewer system in the previous quarter. MNWD will then invoice County quarterly based on a unit rate of \$1,200/million gallons of flow discharged.

County will reimburse MNWD \$1,000 for costs associated with engineering and legal expenses related to this Agreement prior to or concurrently with the execution of this Agreement and the issuance of the SWD Permit for the JO1P28 Diversion Structure.

County will be responsible for any other financial obligations and liabilities under the SWD Permit for the JO1P28 Diversion Structure, including but not limited to any regulatory fines or penalties or settlement terms assessed or imposed as a result of such diversion.

- 3. Compliance with Policy, Rules and Regulations. County agrees to comply with and abide by the Policy, the SWD Permit, and any other rules and regulations of MNWD and SOCWA or other applicable public agencies in connection with the JO1P28 Diversion Structure. County further agrees that it shall meet all requirements and conditions of any applicable NPDES Permit and all MNWD/SOCWA pre-treatment ordinances and permits to ensure that dry weather nuisance flows will not preclude MNWD/SOCWA from meeting and complying with any waste discharge requirements or any condition of SOCWA's NPDES Permit and pre-treatment ordinances and rules.
- 4. No Capacity Rights or Entitlement. Nothing in this Agreement shall be construed to provide County or any of County's successors-in-interest with

any vested entitlement to discharge to the Sewer Facilities or SOCWA Facilities, or with a capacity right(s) in such facilities.

- 5. Indemnity. County agrees to indemnify and hold harmless MNWD, SOCWA and its member agencies, and each of their employees, officers and elected officials ( the "indemnitees") from any and all claims, damages, lawsuits, permit or discharge violations, penalties, fines, attorneys fees or any other liability as a result of, or arising out of or in connection with, the activities (including actions or omissions) related to this Agreement and the JO1P28 Diversion Structure, including but not limited to (1) the use, development, approval, operation, maintenance, termination, discontinuance or any other aspect of the JO1P28 Diversion Structure and discharges hereunder; (2) flows from the JO1P28 Storm Drain as a result of termination or interruption of the discharge to the Sewer Facilities and the SOCWA Facilities hereunder, or this Agreement, or the SWD Permit for the JO1P28 Diversion Structure; or, (3) any matters related to any of the foregoing. County agrees that it shall pay for the defense of the indemnitees and shall be responsible for the satisfaction of any judgment, decree, settlement or court order, including but not limited to any penalties or fines or other remedies imposed by a regulatory agency, or through any regulatory proceeding. This indemnity will survive the termination or expiration of this Agreement or the SWD Permit.
  
- 6. Insurance. County agrees to provide evidence of general liability insurance, in amounts satisfactory to MNWD, applicable to the ownership, installation and operation of the JO1P28 Diversion Structure, and County's obligations under this Agreement. Written endorsements naming MNWD, SOCWA and its member agencies, and each of their employees, directors, and officers as additional insureds shall be provided prior to discharge of any flows to the Sewer Facilities and shall continue in effect for the entire period discharges to the sewer collection system are occurring.
  
- 7. Attorneys Fees. If either party hereto commences any action to enforce any provision of this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to damages, equitable or other relief, all costs and expenses incurred, including reasonable attorneys fees.
  
- 8. Successors; Assignment. This Agreement will be binding upon and inure to the benefit of the parties' successors hereto. County shall not assign its rights and obligations hereunder without prior written notice to, and the written consent of, MNWD, and no assignment shall be effective if contrary to the terms of the Policy or the SWD Permit.



9. Waiver. The failure of either party to insist on compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power conferred by this Agreement at any other time or times, by a party be deemed a waiver or relinquishment of that right or power for all or any other times.
10. Severability. If any part of this Agreement is held to be illegal or unenforceable or void for any reason by a court of competent jurisdiction, the entire Agreement shall be deemed invalid, illegal or otherwise unenforceable.
11. Entire Agreement. This Agreement supersedes any and all prior oral or written agreements between the parties with respect to the subject matter herein.
12. Amendment. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in a writing signed by both parties.
13. Notice. Any notice required or permitted to be given hereunder shall be deemed to have been validly given or made only if in writing and when received by the party to whom it is directed by personal service, hand delivery, or United States Mail as follows:

If to MNWD: Moulton Niguel Water District  
27500 La Paz Road  
Laguna Niguel, CA 92677

Attn: General Manager

If to County: Orange County PFRD  
300 N. Flower Street  
Santa Ana, CA 92703

Attn: Director, PFRD

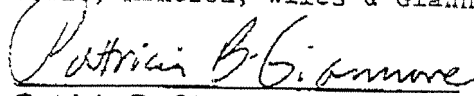
Either party may change its address above at any time by written notice to the other.

14. Recitals/Exhibits: Counterparts. The Recitals and Exhibits are incorporated in this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original.

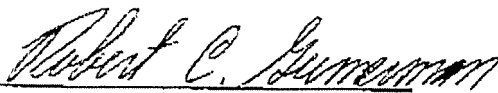
- 15. California Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of California.
- 16. Third Party Beneficiary. The parties agree that SOCWA is a third party beneficiary hereunder for purposes of enforcing the indemnity or insurance provisions of this Agreement.
- 17. Term. The term of this Agreement is for a period of one (1) year; provided, in the event the SWD Permit issued for the JO1P28 Diversion Structure under and pursuant to the Policy is for a term exceeding one (1) year, the parties agree that the terms of this Agreement shall automatically remain in full force and effect during the SWD Permit term (unless otherwise terminated by MNWD), subject to annual adjustments to the unit rate per mg of flow discharged as set forth in Section 2 of this Agreement, as determined by MNWD. MNWD will provide County with sixty (60) days prior notice of annual adjustments to such unit rate per mg of discharge, which rate shall be effective for each successive twelve (12) month period. Notwithstanding the foregoing, MNWD reserves the right to immediately terminate the County's ability to discharge filter backwash into the Sewer Facilities in accordance with the termination and/or revocation terms of the Policy and the SWD permit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

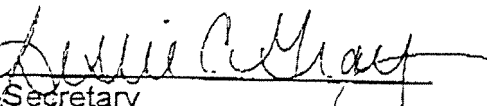
APPROVED AS TO FORM:  
Bowie, Arneson, Wiles & Giannone

  
by Patricia B. Giannone  
Attorney

Moulton Niguel Water District

  
Robert C. Gumerman  
Assistant General Manager

ATTEST:

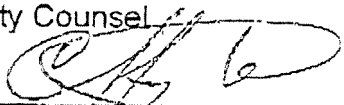
  
Secretary

APPROVED AS TO FORM:

County of Orange

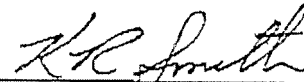
County Counsel

By:



Geoffrey Hunt, Deputy

By:



*for* Vicki Wilson, Director  
PFRD \*

\* Per Orange County Board Of Supervisors Minute Order August 6, 2002



EXHIBIT C

**FIRST AMENDMENT TO “AGREEMENT BETWEEN MOULTON NIGUEL WATER DISTRICT AND COUNTY OF ORANGE FOR INTERIM DIVERSION OF URBAN RUNOFF FROM JO1P28 STORM DRAIN PER SOUTH ORANGE COUNTY WASTEWATER AUTHORITY DRY WEATHER NUISANCE FLOW DIVERSION POLICY” (“Original Agreement”)**

THIS **FIRST AMENDMENT** to the Original Agreement is between **MOULTON NIGUEL WATER DISTRICT**, a California Water District under California Water Code Section 34000 *et seq.* (MNWD), and the **COUNTY OF ORANGE** (“County”) is made effective as of the 20th day of August 2009. MNWD and County are sometimes referred to in this First Amendment individually as “party,” or together as “parties.”

**RECITALS**

A. County previously installed and operated the JO1P28 Diversion Structure in accordance with the Original Agreement and the special wastewater discharge permit (SWD Permit) issued thereunder by MNWD and SOCWA. The County has requested that MNWD renew the SWD Permit and enter into this First Amendment in order to reactivate and resume operations of the JO1P28 Diversion Structure. MNWD is willing to re-issue the SWD Permit, with such changes and revisions as may be required by MNWD and SOCWA, for the resumption of operations of the JO1P28 Diversion Structure upon the terms and conditions set forth in this First Amendment.

B. The County represents that it has undertaken all environmental proceedings for resumption of the JO1P28 Diversion Structure operation as may be required, and has received any other approvals from governmental entities necessary for such operation, save for the SWD Permit to be re-issued under this First Amendment.

C. This First Amendment shall provide the following: (i) renew the term of the Original Agreement up to and including five (5) years from the date of the re-issued SWD Permit, such permit to have an expiration date no later than five (5) years; (ii) set forth a revised annual price per million gallons of discharge from the JO1P28 Diversion Structure to be paid by County to MNWD based on a formula to be adjusted each fiscal year; and (iii) impose a permit processing fee to cover MNWD and SOCWA administrative costs and renewal fee.

D. Other than as set forth in this First Amendment, all the terms and conditions of the Original Agreement remain in full force and effect and govern the re-issuance of the SWD Permit and the County’s operation of the JO1P28 Diversion Structure.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree as follows:

**AGREEMENT**

1. The Recitals are incorporated into and made a part of the terms of this First Amendment.
2. Section 2 of the Original Agreement to be amended to read as follows:

“2. County Project Fees and Annual Costs. County shall reimburse MNWD for the (1) annual operation and maintenance costs associated with the conveyance, treatment and disposal of backwash from the treatment of dry weather nuisance flows from the JO1P28 Diversion Structure, including any costs MNWD incurs for the SWD Permit administration, and (2) one-time costs associated with engineering, “SWD Permit” processing and preparation of this Agreement, including the First Amendment; all, as further described in this Section 2.

The annual operation and maintenance costs will be based on the annual volume of dry weather nuisance flows diverted to the Sewer Facilities and SOCWA Facilities, the annual cost to repair, maintain, and operate the Sewer Facilities, including wastewater lift stations, and MNWD’s annual share of the costs to operate and maintain the SOCWA Facilities. For fiscal year 2009-10, MNWD’s budgeted share of the operations and maintenance costs for the SOCWA Facilities (Regional Treatment Plant) is approximately \$1,344 per million gallons (mg), and MNWD’s cost for pumping sewage at its Regional Lift Station is approximately \$128 per mg. For fiscal year 2009-10, MNWD’s sewer conveyance system maintenance and administrative cost is set at 10 percent (10%) of the treatment and pumping costs. Accordingly, MNWD will charge the County \$1,620 per mg for the conveyance, pumping, treatment, and disposal of the County’s backwash during fiscal year 2009-10. This unit cost will thereafter be adjusted annually each fiscal year during the term of the re-issued SWD Permit on each July 1 to incorporate increases in MNWD’s costs listed above; provided, the total cumulative increase to this unit cost over the five year SWD Permit term and term of this Agreement shall not exceed fifteen percent (15%) of the original \$1,620 per mg unit cost. MNWD will provide written notice to County by June 15 of any increase of the unit cost to be effective the following July 1 for that following fiscal year. County will, on a quarterly basis, provide MNWD with written documentation of the quantity of flow discharged to the Sewer Facilities in the previous quarter. MNWD will then invoice County quarterly based on the unit rate per mg of flow discharged for the fiscal year, as determined in accordance with the formula set forth above in this Section 2.

County will reimburse MNWD \$1,000 for costs associated with engineering and legal expenses related to this Agreement, including the First Amendment and the re-issuance of the SWD Permit, prior to or concurrently with the execution of this Agreement, or the First Amendment as applicable, and the issuance or re-issuance and renewal of the SWD Permit for the JO1P28 Diversion Structure.

County will be responsible for any other financial obligations and liabilities under the SWD Permit for the JO1P28 Diversion Structure, including but not limited to any regulator fines or penalties or settlement terms assessed or imposed as a result of such diversion.”

3. Section 17 Term of the Original Agreement is amended to read as follows:

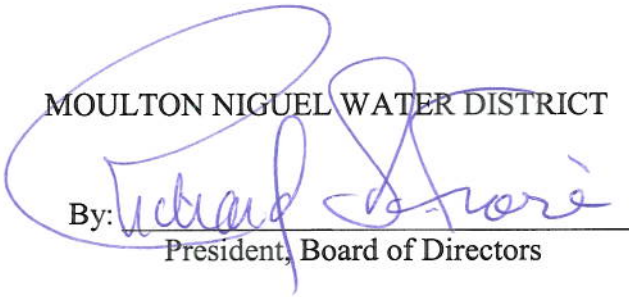
“The parties agree the term of the re-issued SWD Permit shall be for no more than five (5) years. The parties further agree that the terms of this Agreement shall automatically remain in full force and effect during the SWD Permit term (unless otherwise terminated by MNWD), subject to annual adjustments to the unit rate per mg of flow discharged as set forth in Section 2 of this Agreement, as determined by MNWD. MNWD will provide County with sixty (60) days prior notice of annual adjustments to such unit rate per mg of discharge, which rate shall be effective for each successive twelve (12) month period. Notwithstanding the foregoing, MNWD reserves the right to immediately terminate the County’s ability to discharge filter backwash into the Sewer Facilities in accordance with the termination and/or revocation terms of the Policy and the SWD Permit.”

4. Other than as amended by this First Amendment, all other terms and provisions of the Original Agreement shall remain in full force and effect and apply to the re-issued SWD Permit and the JO1P28 Diversion Project. In the event of any conflict or inconsistency between the terms of the Original Agreement and this First Amendment, the terms of this First Amendment shall control. The term “Original Agreement” and “Agreement” as used in this First Amendment or the Agreement includes this First Amendment and all the terms hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment on the dates opposite their respective signatures.

Dated: September 17, 2009

MOULTON NIGUEL WATER DISTRICT

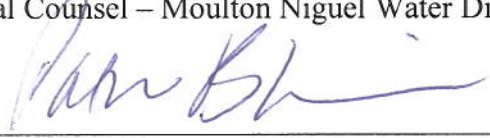
By:  \_\_\_\_\_  
President, Board of Directors

By:  \_\_\_\_\_  
Secretary, Board of Directors

**#10.**

APPROVED AS TO FORM:


BOWIE, ARNESON,  
WILES & GIANNONE  
Legal Counsel – Moulton Niguel Water District

By   
\_\_\_\_\_  
Patricia B. Giannone



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

ORANGE COUNTY PUBLIC WORKS  
On behalf of the COUNTY OF ORANGE,  
a political subdivision of the State of California

By:   
Jess A. Carbajal, Director,  
Orange County Public Works

APPROVED AS TO FORM  
COUNTY COUNSEL

By:   
Geoffrey Hunt, Deputy



**SECOND AMENDMENT TO AGREEMENT  
BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND COUNTY OF ORANGE FOR  
DIVERSION OF URBAN RUNOFF FROM J01P28 URBAN RUNOFF TREATMENT  
FACILITY**

This Second Amendment to the Original Agreement (as hereinafter defined) is made and entered into as of the 30<sup>th</sup> day of March, 2015, by and between the Moulton Niguel Water District [MNWD], a California Water District under Water Code Section 34000 *et seq.*, and County of Orange [County], a political subdivision of the State of California, hereafter sometimes jointly referred to as the Parties, with reference to the following.

**RECITALS**

- A. On August 6, 2002, MNWD and County entered into an Interim Diversion Agreement for the J01P28 Urban Runoff Treatment Facility per South Orange County Wastewater Authority "Dry Weather Nuisance Flow Diversion Policy" - Backwash Water Diversion [Original Agreement].
- B. On August 20, 2009, MNWD and County mutually agreed to the First Amendment to extend the Original Agreement for an additional five (5) years as specified. The term "Original Agreement" as used in this Second Amendment includes the First Amendment terms.
- C. This Second Amendment shall provide the following: (i) renew the term of the Original Agreement for five (5) years from the date of the 2015 re-issued SWD Permit, such permit to have an expiration date no later than five (5) years; (ii) after five (5) years of operations, the term of the Second Amendment may be extended for an additional five (5) years by written agreement of both Parties; (iii) set forth a revised annual price per million gallons of discharge from the JO1P28 Diversion Structure to be paid by County to MNWD based on a formula, subject to adjustment each fiscal year; and (iii) impose a permit processing fee to cover MNWD and SOCWA administrative costs and renewal fee.
- D. MNWD and County mutually agree to amend the Original Agreement as specified in this Second Amendment.

NOW, THEREFORE, in consideration of the Recitals stated above, and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, MNWD and County agree as follows:

- 1. All the terms and conditions of the Original Agreement are incorporated herein by this reference, and remain in full force and effect except as expressly and specifically amended herein, and also apply to the 2015 re-issued SWD Permit and the JO1P28 Diversion Structure. In the event of any conflict or inconsistency between the terms of

## #10.

the Original Agreement and this Second Amendment, the terms of this Second Amendment shall control.

2. Section 2 County Project Fees and Annual Costs of the Original Agreement is amended to read as follows:

County Project Fees and Annual Costs. County shall reimburse MNWD for the (1) annual operation and maintenance costs associated with the conveyance, treatment and disposal of backwash from the treatment of dry weather nuisance flows from the JO1P28 Diversion Structure, including any costs MNWD incurs for the SWD Permit administration, and (2) one-time costs associated with engineering, "SWD Permit" processing and preparation of this Agreement, including the First Amendment; all, as further described in this Section 2.

The annual operation and maintenance costs will include such factors as the annual volume of dry weather nuisance flows diverted to the Sewer Facilities and SOCWA Facilities, the annual cost to repair, maintain, and operate the Sewer Facilities, including wastewater lift stations, and MNWD's annual share of the costs to operate and maintain the SOCWA Facilities. The District performed a comprehensive cost of service in 2014 that allocated its non-rate revenue, operating expenses and capital expenses to each of the respective systems (potable water, recycled water, and wastewater). Cost of service for wastewater flows was calculated at \$3,664 per million gallons (mg). Accordingly, MNWD will charge the County \$3,664 per mg for the conveyance, pumping, treatment, and disposal of the County's backwash during fiscal year 2014-15. This unit cost may thereafter be adjusted annually each fiscal year during the term of the 2015 re-issued SWD Permit on each July 1; provided, the cumulative increase to this unit cost over the five year SWD Permit term and term of this Original Agreement shall not exceed fifteen percent (15%) of the original \$3,664 per mg unit cost. Any adjustments shall be based upon future cost of service studies. MNWD will provide sixty (60) days prior written notice to County of any increase of the unit cost to be effective the following July 1 for that following fiscal year. County will, on a quarterly basis, provide MNWD with written documentation of the quantity of flow discharged to the Sewer Facilities in the previous quarter. MNWD will then invoice County quarterly based on the unit rate per mg of flow discharged for the fiscal year, as determined in accordance with the formula set forth above in this Section 2.

County will reimburse MNWD \$1,000 for costs associated with engineering and legal expenses related to the Second Amendment and the 2015 re-issuance of the SWD Permit, prior to or concurrently with the execution of this Second Amendment, and the issuance or re-issuance and renewal of the SWD Permit for the JO1P28 Diversion Structure.

- 3. Section 17 Term of the Original Agreement is amended to read as follows: "The parties agree the term of the re-issued SWD Permit shall be for no more than five (5) years. The parties further agree that the terms of this Agreement shall automatically remain in full force and effect during the SWD Permit term (unless otherwise terminated by MNWD), subject to annual adjustments to the unit rate per mg of flow discharged as set forth in Section 2 of this Agreement, as determined by MNWD. MNWD will provide County with sixty (60) days prior notice of annual adjustments to such unit rate per mg of discharge, which rate shall be effective for each successive twelve (12) month period. Notwithstanding the foregoing, MNWD reserves the right to immediately terminate the County's ability to discharge filter backwash into the Sewer Facilities in accordance with the termination and/or revocation terms of the Policy and the SWD Permit.

IN WITNESS WHEREOF, MNWD and County hereto have executed this Second Amendment on the date first written above

**APPROVED AS TO FORM:**

**Legal Counsel - Moulton Niguel Water District**

By Bowie, Arneson, Wiles & Giannone  
Pat Giannone

Print  
 Name Pat Giannone

Title Legal Counsel

Date 1/15/2015

**MOULTON NIGUEL WATER DISTRICT**

By Joone Lopez

Print  
 Name Joone Lopez


Title General Manager

Date 01/15/2015

**#10.**


**APPROVED AS TO FORM:**

**COUNTY COUNSEL**

By   
Deputy  
Print Name Ryan Baran  
Date 1-14-15

**COUNTY OF ORANGE PUBLIC WORKS**

On behalf of the COUNTY OF ORANGE,  
a political subdivision of the State of California

By   
Print Name SHANE L. SILSBY  
Title DIRECTOR OF OC Public Works  
Date March 30, 2015

**THIRD AMENDMENT TO AGREEMENT  
BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND COUNTY OF ORANGE  
FOR DIVERSION OF URBAN RUNOFF FROM JOIP28 URBAN  
RUNOFF TREATMENT FACILITY**

This Third Amendment to the Original Agreement (as hereinafter defined) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Moulton Niguel Water District [MNWD], a California Water District under Water Code Section 34000 *et seq.*, and County of Orange [County], a political subdivision of the State of California, hereafter sometimes jointly referred to as the Parties, with reference to the following.

**RECITALS**

On August 6, 2002, MNWD and County entered into an Interim Diversion Agreement for the JOIP28 Urban Runoff Treatment Facility per South Orange County Wastewater Authority "Dry Weather Nuisance Flow Diversion Policy" - Backwash Water Diversion [Original Agreement].

On August 20, 2009, MNWD and County mutually agreed to the First Amendment to extend the Original Agreement for an additional five (5) years as specified.

On March 30, 2015, MNWD and County mutually agreed to the Second Amendment to extend the Original Agreement for an additional five (5) years as specified. The term "Original Agreement" as used in this Third Agreement, shall include the First and Second Amendment terms.

The Parties intend this Third Amendment to do the following: (i) extend the term of the Original Agreement for five (5) years from the date of the 2020 re-issued Nuisance Special Wastewater Discharge Permit (permit issued by MNWD and the South Orange County Wastewater Authority; referred to as "NSWD Permit"; formerly called SWD permit), which MNWD and South Orange County Wastewater Authority intends to re-issue to County, such permit to have an expiration date no later than five (5) years; (ii) provide that prior to expiration of the Original Agreement, as amended by this Third Amendment, the term of the Original Agreement may be extended for an additional five (5) years by written agreement of both Parties; (iii) set forth a revised annual price per million gallons of discharge from the JOIP28 Diversion Structure to be paid by County to MNWD based on a formula, subject to adjustment each fiscal year; and (iv) impose a permit processing fee to cover MNWD and SOCWA administrative costs and renewal fee.

MNWD and County mutually agree to amend the Original Agreement as specified in

this Third Amendment.

NOW, THEREFORE, in consideration of the Recitals stated above, which are incorporated herein by this reference, and the mutual obligations of the Parties expressed herein, MNWD and County agree as follows:

1. All the terms and conditions of the Original Agreement are incorporated herein by this reference, and remain in full force and effect except as expressly and specifically amended herein, and also apply to the 2020 re-issued NSW Permit and the J01P28 Diversion Structure. In the event of any conflict or inconsistency between the terms of the Original Agreement and this Third Amendment, the terms of this Third Amendment shall control.
2. Section 2 County Project Fees and Annual Costs of the Original Agreement is amended to read as follows:

County Project Fees and Annual Costs. County shall reimburse MNWD for the (1) annual operation and maintenance costs associated with the conveyance, treatment and disposal of backwash from the treatment of dry weather nuisance flows from the JOIP28 Diversion Structure, including any costs MNWD incurs for the NSW Permit administration, and (2) one-time costs associated with engineering, NSW Permit processing and preparation of this Agreement, including the subsequent Third Amendment; all, as further described in this Section 2.

The annual operation and maintenance costs will include such factors as the annual volume of dry weather nuisance flows diverted to the Sewer Facilities and SOCWA Facilities, the annual cost to repair, maintain, and operate the Sewer Facilities, including wastewater lift stations, and MNWD's annual share of the costs to operate and maintain the SOCWA Facilities. MNWD performed a comprehensive cost of service study in 2017 that allocated its non-rate revenue, operating expenses and capital expenses to each of the respective systems (potable water, recycled water, and wastewater). Cost of service for wastewater flows was calculated at \$6,764 per million gallons (mg). Accordingly, MNWD will charge the County \$6,764 per mg for the conveyance, pumping, treatment, and disposal of the County's backwash during fiscal year 2020-21. This unit cost may thereafter be adjusted annually each fiscal year during the term of the 2020 re-issued NSW Permit on each July 1; provided, the cumulative increase to this unit cost over the five year NSW Permit term and term of this Agreement shall not exceed fifteen percent (15%) of the original \$6,764 per mg unit cost. Any adjustments shall be based upon future cost of service studies. MNWD will provide sixty (60) days prior written notice to County of any increase of the unit cost to be effective the following July 1 for that following fiscal year. County will, on a quarterly basis, provide MNWD with written documentation



of the quantity of flow discharged to the Sewer Facilities in the previous quarter. MNWD will then invoice County quarterly based on the unit rate per mg of flow discharged for the fiscal year, as determined in accordance with the formula set forth above in this Section 2.

County will reimburse MNWD \$1,000 for costs associated with engineering and legal expenses related to the Third Amendment and the 2020 re-issuance of the NSW Permit, prior to or concurrently with the execution of this Third Amendment, and the issuance or re-issuance and renewal of the NSW Permit for the JOI P28 Diversion Structure.

3. Section 17 Term of the Original Agreement is amended to read as follows:

The Parties agree the term of the re-issued NSW Permit shall be for no more than five (5) years. The parties further agree that the term of this Agreement, as amended by the Third Amendment, be extended to five years from the date of reissuance of the NSW Permit, and that its terms shall automatically remain in full force and effect during the re-issued NSW Permit term (unless otherwise terminated by MNWD), subject to annual adjustments to the unit rate per mg of flow discharged as set forth in Section 2 of this Agreement. MNWD will provide County with sixty (60) days prior notice of annual adjustments to such unit rate per mg of discharge, which rate shall be effective for each successive twelve (12) month period. Notwithstanding the foregoing, MNWD reserves the right to immediately terminate the County's ability to discharge filter backwash into the Sewer Facilities in accordance with the termination and/or revocation terms of the Policy and the NSW Permit.

IN WITNESS WHEREOF, MNWD and County hereto have executed this Third Amendment on the date first written above

**MOULTON NIGUEL WATER DISTRICT**

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

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

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

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

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

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

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

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

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

**COUNTY OF ORANGE PUBLIC WORKS**

On behalf of the COUNTY OF ORANGE,  
a political subdivision of the State of California

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

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

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

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



# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** March 12, 2020

**FROM:** Rod Woods, Director of Engineering  
David Larsen, Engineering Manager

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

---

### SUMMARY:

Issue: Board action is required for a construction contract time extension for the Paseo de Valencia Lift Station Rehabilitation, Project No. 2011.028.

Recommendation: It is recommended that the Board of Directors approve a construction contract time extension through August 31, 2020 to SS Mechanical; and authorize the Director of Engineering to execute the extension.

Fiscal Impact: The proposed time extension does not impact the contract value or project costs.

Reviewed by Committee: Yes, recommended for approval at the Technical Committee Meeting on March 2, 2020.

Reviewed by Legal: Yes

### BACKGROUND:

The Paseo de Valencia Lift Station is located at the southwest corner of Paseo de Valencia and Cabot Road in the City of Laguna Hills. This lift station serves portions of the Cities of Laguna Hills and Mission Viejo and conveys sewage from its service area to the Regional Treatment Plant.

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

# #11.

Construction Contract Time Extension for Paseo de Valencia Lift Station  
Rehabilitation  
March 12, 2020  
Page 2 of 2

electrical equipment. In March 2018, the Board approved the award of the construction contract to SS Mechanical for the rehabilitation of the lift station.

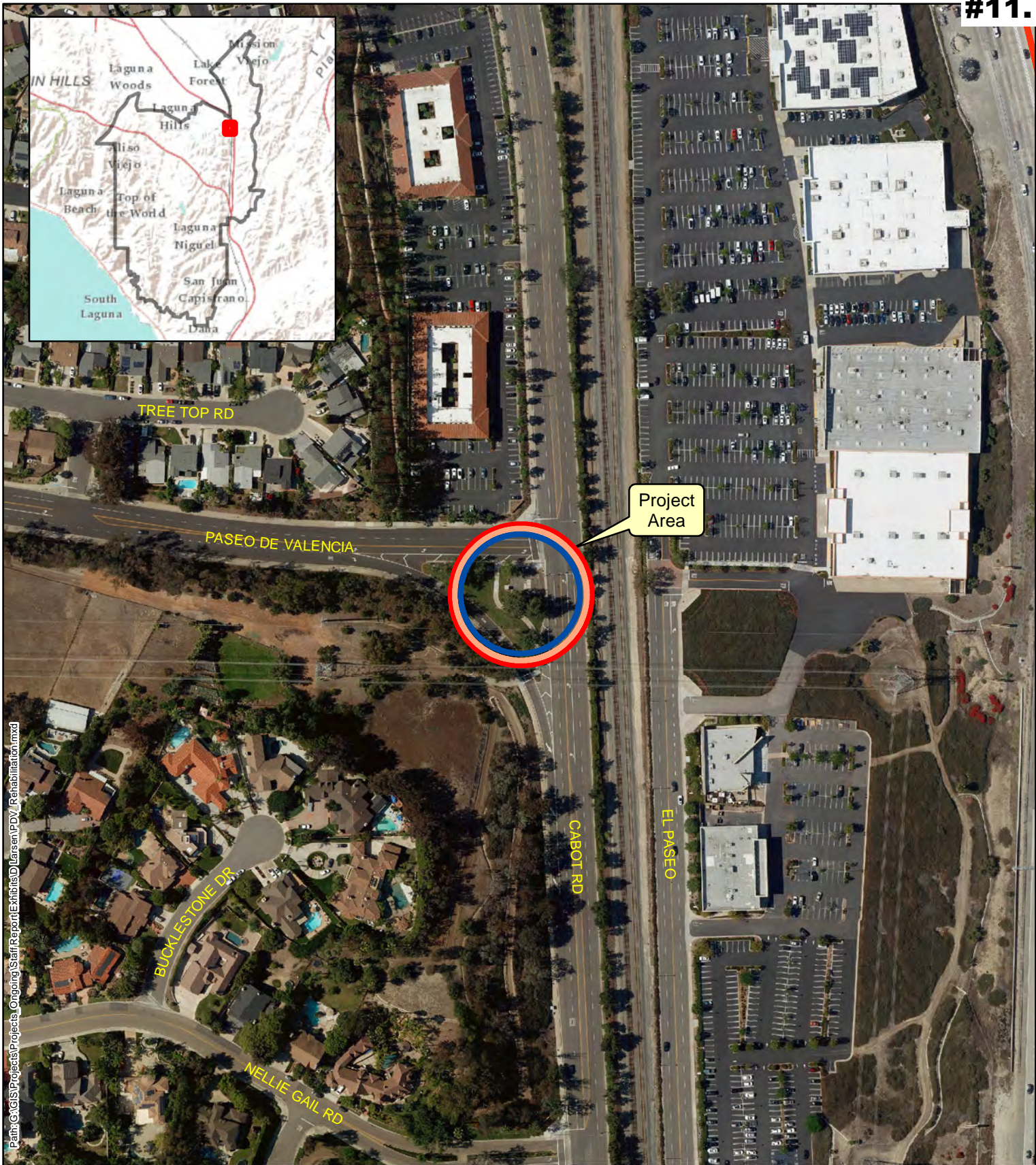
The District's current Purchasing Policy requires Board approval to extend the expiration date of a contract by more than 12 months.

## **DISCUSSION:**

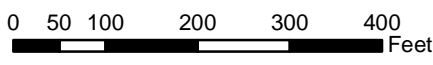
Due to a variety of issues on the project, Board approval is necessary to issue a no-cost time extension to the construction contract. Some of the factors that have necessitated this request include: a longer pump lead time than was contemplated in design; pump fabrication issues due to the limited vertical clearance in the existing facility; and electrical equipment coordination issues between the design documents and supplied equipment.

Staff has reviewed each of these issues with the design engineer and Contractor and is recommending approval of a no-cost construction contract time extension through August 31, 2020 to complete the project.

Attachment: Exhibit A – Location Map



Path:\GIS\Projects\Projects\_Ongoing\Staff\Report\Exhibits\DLarsen\PDV\_Rehabilitation.mxd



Scale = 1:2,500

**Exhibit "A" Location Map**  
**Paseo de Valencia Lift Station Rehabilitation**  
**Contract No. 2011.028**





# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** March 12, 2020

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

**SUBJECT:** Amendment No. 9 to the Santiago Aqueduct Commission Joint Powers Agreement

---

### SUMMARY:

Issue: Amendment No. 9 to the Santiago Aqueduct Commission (SAC) Joint Powers Agreement is being proposed to finalize the transfer of capacity in the Baker Pipeline from the County of Orange (County) to the Irvine Ranch Water District (IRWD).

Recommendation: It is recommended that the Board of Directors approve Amendment No. 9 to the Santiago Aqueduct Commission Joint Powers Agreement; and authorize the General Manager or Assistant General Manger to execute the Amendment.

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

Reviewed by Committee: Yes, recommended for approval at the Administration Committee Meeting on March 4, 2020.

Reviewed by Legal: Yes

### BACKGROUND:

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

## #12.

Amendment No. 9 to the Santiago Aqueduct Commission Joint Powers Agreement

March 12, 2020

Page 2 of 2

IRWD has agreed to purchase the County's 1.0 cubic feet per second (cfs) capacity in the first reach of the Baker Pipeline, and 1.06 cfs capacity in the next three reaches. The County does not own capacity in the fifth and final reach. SAC considered and approved the proposed amendment No. 9 to the Joint Powers Agreement at the December 19, 2019 meeting. Since the proposed amendment impacts the underlying Joint Powers Agreement, the amendment must be approved by each of the member agencies.

### **DISCUSSION:**

The purpose of Amendment No. 9 to the SAC Joint Powers Agreement is to memorialize the effect of the transfer of capacity between the County and IRWD. Further, it acknowledges that each SAC member and represented agencies not participating in the transfer of capacity will retain the same capacity rights previously held by each agency. The Operations and Maintenance expenses and Capital Improvement Project costs associated with the Baker Pipeline for the District will not be modified as a result of the proposed Amendment No. 9.

As such, staff is recommending that the Board of Directors approve Amendment No. 9 to the SAC Joint Powers Agreement.

### Attachments:

1. Exhibit A – Assignment and Assumption Agreement between IRWD and the County of Orange
2. Exhibit B – Amendment No. 9 to the Santiago Aqueduct Commission Joint Powers Agreement



## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Agreement**”) is dated \_\_\_\_\_, 2020 (the “**Effective Date**”) and is between **IRVINE RANCH WATER DISTRICT**, a California water district, organized under Division 13 of the California Water Code (“**IRWD**”), and the County of Orange (“**County**”). IRWD and County are each a “**Party**” and together are the “**Parties.**”

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

The JPA was amended eight times, by: Amendment to the JPA (on or about September 11, 1961); Amendment No. 2 to the JPA (on or about January 1, 1978)(“**Amendment 2**”); Amendment No. 3 to the JPA (on or about January 13, 1978); Amendment No. 4 to the JPA (on or about September 1, 1981); Amendment No. 5 to the JPA (on or about October 22, 1986); Amendment No. 6 to the JPA (on or about July 8, 1999); Amendment No. 7 to the JPA (on or about June 19, 2014); and Amendment No. 8 to the JPA (dated March 21, 2019). These Amendments, along with all exhibits and attachments thereto, are collectively identified in this Agreement as the “**Amendments.**” Amendment 2 added IRWD as a party and as a member of the Commission and acknowledged that the County was a party to the JPA with respect to certain matters and was represented on the Commission by the Municipal Water District of Orange County. That amendment, and various other leases and subleases issued pursuant to the Amendments, granted the Parties certain rights and obligations with respect to the construction, maintenance, operation of water lines to be constructed parallel to the Aqueduct to supply water to, among others, the Parties. Pursuant to the JPA Amendments, the County possesses 1.0 cfs capacity in Reach 1U of the Aqueduct, and 1.06 cfs of capacity in each of Reaches 2U, 3U, and 4U of the Aqueduct (together the “**County Capacity Rights**”).

The Parties intend by this Agreement for the County to assign and transfer the County Capacity Rights, and any related rights and obligations under the JPA, memoranda of understanding, related agreements, the Amendments, and any other leases or subleases related thereto, to IRWD for valuable consideration.

The Parties therefore agree as follows:

1. Assignment. In exchange for IRWD’s payment to the County of the sum of \$227,790 (the “**Transfer Fee**”) concurrent with the delivery of this Agreement, the County hereby assigns and transfers to IRWD all of the County’s right, title, interest and obligations under the JPA and the Amendments including the County Capacity Rights (collectively, the “**County Interest**”) effective as of the Effective Date. Upon assignment and transfer of the County Interest as set forth in this section, IRWD accepts from the County all such County Interest, subject to the terms and conditions set forth in this Agreement.

## #12.

2. Related Approvals. The Parties are not aware of any other approvals, acknowledgements, actions, confirmations, notices, consents or permissions required to be obtained or given in order for the County Capacity Rights and County Interest to transfer to IRWD (collectively “**Approvals**”). However, the Parties acknowledge that the Commission members intend to amend the JPA to account for the effect of this Agreement on the ownership of capacity within the Aqueduct. In the event Approvals are required, then IRWD will notify County and use its best efforts to obtain the Approvals on behalf of the Parties, at its own expense. The County agrees to reasonably cooperate with IRWD’s efforts.

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

4. Assignor Representations. The County represents that, to the County’s knowledge, (a) the County has not previously transferred or assigned any portion of the County Interest (including the County Capacity Rights), (b) the County has not amended, modified or terminated the JPA or the Amendments except as set forth therein, and (c) the County has not breached the JPA or the Amendments.

5. As-Is; Where-Is. Except as otherwise set forth in Section 4 above, IRWD acknowledges and agrees that it is accepting the assignment and conveyance of the County Interest based solely upon IRWD’s inspection and investigation of the same and all documents related thereto, or its opportunity to do so, and the County Interest is assigned in an “AS IS, WHERE IS” condition, without relying upon any representation or warranties, express, implied or statutory, of any kind. Except for a breach or misrepresentation caused exclusively by the County, in the event the Parties receive a third-party claim or demand related to this Agreement, or in the event the Parties are named in an action by a third party for issues related to this Agreement, the Parties shall notify the other of such event(s) and IRWD shall represent the County in any legal action unless the County undertakes to represent itself as co-defendant, in which event IRWD shall pay to County its litigation expenses, costs and attorneys’ fees. In the event the Parties suffer any losses, damages, costs, charges, or expenses, including reasonable attorney’s fees related to an action arising out of or related to this Agreement (except for litigation arising out of or related to a breach or misrepresentation caused exclusively by the County), and if judgment is entered against County and IRWD, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment. Notwithstanding anything to the contrary, the County’s aggregate liability in connection with this Agreement shall not exceed the amount of the Transfer Fee.

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

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

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

If to IRWD:

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

If to the County:

County of Orange  
Sheriff's Department  
Attn: Director of Research and Development  
431 The City Drive South  
Orange, CA 92868

With a copy to:

County of Orange  
Executive Office  
Attn: Chief Real Estate Officer  
333 W. Santa Ana Boulevard, 3rd Floor  
Santa Ana, CA 92701

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

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

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

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

**#12.**

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

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

**COUNTY OF ORANGE, a political subdivision  
of the State of California**

By: \_\_\_\_\_  
Chairwoman of the Board of Supervisors  
Orange County, California

Signed and certified that a copy of this document has been delivered to the Chair of the Board per Government Code Section 25103, Resolution 79-1535.

ATTEST:

\_\_\_\_\_  
Robin Stieler  
Clerk of the Board of Supervisors  
Orange County, California

APPROVED AS TO FORM  
Office of the County Counsel  
Orange County, California

By: \_\_\_\_\_  
Deputy County Counsel

**IRVINE RANCH WATER DISTRICT**

By: \_\_\_\_\_  
Paul A. Cook, General Manager

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

By: \_\_\_\_\_  
General Counsel

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

This Amendment No. 9 to the Santiago Aqueduct Commission Joint Powers Agreement (“**Amendment No. 9**”) is effective [*INSERT DATE*], and is between the following six member agencies of the SANTIAGO AQUEDUCT COMMISSION (the “**Commission**”) created by a Joint Powers Agreement dated September 11, 1961 (as amended, the “**Joint Powers Agreement**”):

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

The member agencies are also sometimes referred to as the “**Parties.**” EOCWD is a “**represented agency**” but is not a member agency.

The Joint Powers Agreement has been previously amended by the following amendments: the first Amendment (December 20, 1974); Amendment No. 2 (January 13, 1978); Amendment No. 3 (November 1, 1978); Amendment No. 4 (September 1, 1981); Amendment No. 5 (October 22, 1986), Amendment No. 6 (July 8, 1999); Amendment No. 7 (June 19, 2014), and Amendment No. 8 (March 21, 2019).

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

Capacity rights in the Baker Pipeline have been transferred among various member agencies and represented agencies, as previously reflected in the tables set forth in Amendment No. 8.

In [*INSERT DATE THAT COUNTY BOARD APPROVES AGREEMENT*], IRWD and the County executed an *Assignment and Assumption Agreement* (the “**Transfer Agreement**”) to transfer the County’s capacity in the Baker Pipeline to IRWD. The transfer of capacity rights

and the resulting allocations of maintenance, capital repairs, and capital improvement costs effective as of [**INSERT DATE THAT COUNTY BOARD APPROVES AGREEMENT**]. The Parties intend by this Amendment No. 9 to memorialize the effect of the Transfer Agreement and acknowledge that each of the Parties and represented agencies not participating in the Transfer Agreement will retain the same capacity rights identified in Amendment No. 8.

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

SECTION 1. Exhibit A to this Amendment No. 9 identifies the capacities and hydraulic grade lines in the Baker Pipeline resulting from the Transfer Agreement. Exhibit B to this Amendment No. 9 identifies the corresponding allocation of costs of maintenance, capital repairs, and capital improvements for each reach of the Baker Pipeline and the Baker Pipeline in its entirety. Both exhibits are incorporated by reference into the Joint Powers Agreement and replace and supersede the prior Exhibits A and B.

SECTION 2. In order to reflect the transfer of the County's capacity to IRWD, the first two paragraphs of Section 3 of the Joint Powers Agreement, as amended by Amendment No. 8, are amended to read as follows:

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

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

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

SECTION 3. The Parties shall execute this Amendment No. 9 in duplicate, each identical duplicate of which will be considered an original.

*[Signatures appear on following pages.]*

The Parties have executed this Amendment No. 9 on the dates set forth below.

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

EL TORO WATER DISTRICT

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

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

APPROVED AS TO FORM:  
Redwine and Sherrill, LLP

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

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

IRVINE RANCH WATER DISTRICT

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

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

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

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

**#12.**

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

MOULTON NIGUEL WATER DISTRICT

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

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

APPROVED AS TO FORM:  
Best Best & Krieger LLP

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

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

MUNICIPAL WATER DISTRICT OF ORANGE  
COUNTY

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

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

APPROVED AS TO FORM:  
Best Best & Krieger, LLP

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



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

SANTA MARGARITA WATER DISTRICT

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

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

APPROVED AS TO FORM:  
Best Best & Krieger, LLP

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

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

TRABUCO CANYON WATER DISTRICT

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

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

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

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

EXHIBIT A

SANTIAGO AQUEDUCT COMMISSION  
 BAKER PIPELINE  
 PIPELINE CAPACITIES

	Reach 1U	Reach 2U	Reach 3U	Reach 4U	Reach 5U
<b>Length (LF)</b>	9,400	10,425	7,950	28,500	6,070
<b>HGL Elevation at End of Reach <sup>1</sup></b>	816	788	770	703	690
<b>Agency</b>	<b>CFS</b>	<b>CFS</b>	<b>CFS</b>	<b>CFS</b>	<b>CFS</b>
East Orange County Water District	10.00	-	-	-	-
Irvine Ranch Water District <sup>2</sup>	50.00	15.65	11.60	11.60	10.50
Santa Margarita Water District	13.00	13.08	13.05	13.05	13.00
Trabuco Canyon Water District	8.00	8.05	8.03	8.03	8.00
El Toro Water District	5.00	5.00	5.00	5.00	5.00
Moulton Niguel Water District	13.00	13.00	13.00	13.00	13.00
<b>Total Capacity</b>	<b>99.00</b>	<b>54.78</b>	<b>50.68</b>	<b>50.68</b>	<b>49.50</b>

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

<sup>2</sup> Includes IRWD purchase of County of Orange capacity in Reaches 1U, 2U, 3U, and 4U. All other capacities remain unchanged from JPA Amendment No. 8.

-142-

Exhibit B

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

Length (LF)	Reach 1U		Reach 2U		Reach 3U		Reach 4U		Reach 5U		Total Pipeline	
	Capacity	%	Capacity	%	Capacity	%	Capacity	%	Capacity	%	Capacity	%
	9,400		10,425		7,950		28,500		6,070		62,345	
	Length		Length		Length		Length		Length		Length	
<b>East Orange County Water District</b>	94,000	9.53%	-	-	-	-	-	-	-	-	94,000	2.58%
<b>Irvine Ranch Water District</b>	470,000	50.79%	163,152	28.85%	92,220	23.06%	330,600	23.06%	63,735	21.22%	1,119,707	30.68%
<b>Santa Margarita Water District</b>	122,200	13.35%	136,359	23.65%	103,747	25.61%	371,925	25.61%	78,910	26.26%	813,141	22.28%
<b>Trabuco Canyon Water District</b>	75,200	8.15%	83,921	14.64%	63,839	15.81%	228,855	15.81%	48,560	16.16%	500,375	13.71%
<b>El Toro Water District</b>	47,000	5.05%	52,125	9.13%	39,750	9.87%	142,500	9.87%	30,350	10.10%	311,725	8.54%
<b>Moulton Niguel Water District</b>	122,200	13.13%	135,525	23.73%	103,350	25.65%	370,500	25.65%	78,910	26.26%	810,485	22.21%
<b>Total</b>	930,600	100%	571,082	100%	402,906	100%	1,444,380	100%	300,465	100%	3,649,433	100%

-143-





# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** March 12, 2019

**FROM:** Drew Atwater, Director of Finance & Water Resources  
Laura Rocha, Senior Water Resources Planner

**SUBJECT:** Comment Letter on Notice of Preparation of Environmental Impact Report for the Delta Conveyance Project

---

### SUMMARY:

Issue: The California Department of Water Resources released its Notice of Preparation for the revised project to extend the State Water Project north of the Sacramento-San Joaquin Bay-Delta through the revised Delta Conveyance Project. Comments are due by March 20, 2020.

Recommendation: It is recommended that the Board of Directors authorize the General Manager to sign and submit the attached comment letter to the California Department of Water Resources supporting the implementation of the Delta Conveyance Project.

Fiscal Impact: No fiscal impact.

Reviewed by Committee: Yes, recommended for approval at the Administration Committee Meeting on March 4, 2020.

Reviewed by Legal: Not Applicable

### BACKGROUND:

On January 15, the California Department of Water Resources (DWR) posted a Notice of Preparation (NOP) that initiated the environmental review process to evaluate a single tunnel option to modernize Delta Conveyance (known as the Delta Conveyance Project). Pursuant to the California Environmental Quality Act (CEQA), DWR will prepare an Environmental Impact Report (EIR) to evaluate the impacts of the Delta Conveyance Project in the Sacramento-San Joaquin Delta (Delta). DWR is the lead agency under CEQA. The first step in the environmental review process is the release of a NOP. The NOP informs agencies and the public about the preparation of the EIR and solicits input on the scope and content of the EIR, including potential project effects and mitigations, and possible alternatives.

## #13.

### Comment Letter on Notice of Preparation of Environmental Impact Report for the Delta Conveyance Project

March 12, 2020

Page 2 of 2

The proposed Delta Conveyance Project would develop new diversion and conveyance facilities in the Delta necessary to restore and protect the reliability of water deliveries in a cost-effective manner. Modernizing Delta conveyance is part of the Governor's newly released Water Resilience Portfolio. The proposed project would provide an alternate location for diversion of water from the Delta and would be operated in coordination with the existing south of Delta pumping facilities. The proposed Delta Conveyance project facilities would have a capacity of up to 6,000 cubic feet per-second (cfs) combined between two intakes (3,000 cfs each) located along the Sacramento River between South Sacramento and Walnut Grove. Likely alternatives to the proposed project will be considered within the range of 3,000 cfs – 7,500 cfs capacity. The NOP also includes two corridor options for the single tunnel, one within in the central portion of the Delta, and the other in the eastern portion of the Delta.

The Delta Conveyance Project will also involve federal agencies that must comply with the National Environmental Policy Act (NEPA), likely requiring the preparation of an environmental impact statement (EIS). Federal agencies with roles with respect to the project may include approvals or permits issued by the Bureau of Reclamation (Reclamation) and United States Army Corps of Engineers. To assist in the anticipated federal agencies' NEPA compliance, DWR will prepare an EIR that includes relevant NEPA information where appropriate. Once the role of the federal lead agency is established, that federal lead agency will publish a Notice of Intent to formally initiate the NEPA process.

#### **DISCUSSION:**

The District on average receives approximately 41 percent of water supplies from the State Water Project (SWP) from the Metropolitan Water District of Southern California (MWD). As such, the District has a vested interest in California's water supply reliability and implementation of a long-term solution in the Delta. The District has supported DWR's previous efforts to develop and implement a solution in the Delta, first with the Bay Delta Conservation Plan and then with the California WaterFix. Staff recommends the District continue to show support for this important project that is necessary for future reliability for the District's water supply; and is recommending the Board of Directors approve the comment letter for submittal to DWR.

#### Attachments:

1. Comment Letter on Notice of Preparation of Environmental Impact Report for the Delta Conveyance Project
2. DWR Notice of Preparation of Environmental Impact Report for the Delta Conveyance Project

March 20, 2020

Delta Conveyance Scoping Comments  
Attn: Renee Rodriguez  
Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 94236

**Subject:            Comments on Notice of Preparation of Environmental Impact Report for the Delta Conveyance Project**

Dear Ms. Renee Rodriguez:

Moulton Niguel Water District (District) would like to thank you for the opportunity to comment on the Notice of Preparation of Environmental Impact Report for the Delta Conveyance Project. As an urban retail water provider which is dependent on imported supplies, including from the California State Water Project, the District has a vested interest in California's water supply reliability and implementation of a long-term solution in the Sacramento-San Joaquin Delta (Delta).

The District provides high-quality drinking water, recycled water and wastewater services to more than 170,000 residents in South Orange County, California since 1960. Our service area encompasses approximately 37 square miles which includes the Cities of Laguna Niguel and Aliso Viejo and portions of the Cities of Laguna Hills, Dana Point, Mission Viejo, and San Juan Capistrano. The District ultimately imports approximately 75 percent of water supplies from the Metropolitan Water District of Southern California (MWD). On average, the District receives approximately 41 percent of water supplies from the State Water Project (SWP) and 34 percent from the Colorado River Aqueduct (CRA) from MWD. The District has been a leader in recycled water use since 1968 and meets the remaining 25 percent of water demands with recycled water.

Over the last decade, the District has been working with our customers to reduce imported water demands by implementing several demand management programs, expanding our recycled water system and exploring local reuse and supply options. Since 2008, District customers have reduced imported water demands by over 13,000 acre-feet (AF) per year. The District has made and continues to make significant investments in water use efficiency and water recycling because the District recognizes the tremendous value of water. The District provides our customers with the resources to continue using water wisely. For example, our turf replacement program has resulted in nearly 6 million square feet of turf grass converted to California Friendly vegetation saving over 250 million gallons of water annually. The District's water efficiency programs past successes are a strong indication of our ability to realize new and higher levels of water efficiency in the future. And one of our most helpful initiatives at reducing water waste was our budget-based rate structure put in place in 2011 that provides an incentive to use water efficiently. However, despite these great efforts, the District remains dependent on imported water from the Delta.



## #13.

Reliability of the SWP has decreased over time for several reasons, including from threats of earthquakes, levee failure, land subsidence, ecosystem decline, sea level rise, and restricted pumping schedules. The Delta water supplies have already been reduced due to concerns about impacts to the Delta ecosystem which supports numerous threatened and endangered species of fish. A catastrophic earthquake in the region could potentially cause widespread failure of many levees potentially disrupting export water pumping for an extended period, which would impact the District's ability to reliably serve our customers. The District considers the Delta Conveyance Project necessary in order to implement a long-term solution in the Delta which will result in significant benefits to the District's water supply reliability. The District is supportive of a solution that results in increased water supply reliability to State Water Project Contractors; enhanced Delta ecosystem habitat with fewer conflicts between fisheries and water conveyance; reduced seismic failure risks; increased climate change resiliency; and equitable cost sharing.

The District has supported DWR's previous efforts to develop and implement a solution in the Delta, first with the Bay Delta Conservation Plan and then with the California WaterFix. The District continues to support DWR's efforts on the Delta Conveyance Project to achieve the goals of providing water supply reliability and ecosystem restoration. Ensuring the sustainability of the Delta supplies is an important component of the District's overall water reliability plan. Local resource development, water use efficiency and an improved Delta water delivery system are all necessary efforts and critical to future reliability for the District's water supply.

The District appreciates the opportunity to provide input on this important project and we remain committed to doing our part to use water wisely to help ensure water reliability. If you have any questions regarding these comments, please contact Drew Atwater, Director of Finance and Water Resources at (949) 448-4027 or [datwater@MNWD.com](mailto:datwater@MNWD.com).

Sincerely,



Joone Lopez  
General Manager  
Moulton Niguel Water District





## **NOTICE OF PREPARATION**

### **NOTICE OF PREPARATION OF ENVIRONMENTAL IMPACT REPORT FOR THE DELTA CONVEYANCE PROJECT**

January 15, 2020

#### **INTRODUCTION**

Pursuant to the California Environmental Quality Act (CEQA), the California Department of Water Resources (DWR) will initiate the preparation of an Environmental Impact Report (EIR) for the Delta Conveyance Project in the Sacramento-San Joaquin Delta, California. DWR is the lead agency under CEQA.

The Delta Conveyance Project will also involve federal agencies that must comply with the National Environmental Policy Act (NEPA), likely requiring the preparation of an environmental impact statement (EIS). Federal agencies with roles with respect to the project may include approvals or permits issued by the Bureau of Reclamation (Reclamation) and United States Army Corps of Engineers. To assist in the anticipated federal agencies' NEPA compliance, DWR will prepare an EIR that includes relevant NEPA information where appropriate. Once the role of the federal lead agency is established, that federal lead agency will publish a Notice of Intent to formally initiate the NEPA process.

#### **BACKGROUND INFORMATION**

In July 2017, DWR had previously approved a conveyance project in the Delta involving two tunnels referred to as "California WaterFix." In his State of the State address delivered February 12, 2019, Governor Newsom announced that he did not "support WaterFix as currently configured" but does "support a single tunnel." On April 29, 2019, Governor Newsom issued Executive Order N-10-19, directing several agencies to (among other things), "inventory and assess... [c]urrent planning to modernize conveyance through the Bay Delta with a new single tunnel project." The Governor's announcement and Executive Order led to DWR's withdrawal of all approvals and environmental compliance documentation associated with California WaterFix. The CEQA process identified in this notice for the proposed Delta Conveyance Project will, as appropriate, utilize relevant information from the past environmental planning process for California WaterFix but the proposed project will undergo a new stand-alone environmental analysis leading to issuance of a new EIR.

#### **PROPOSED DELTA CONVEYANCE PROJECT DESCRIPTION**

##### **Purpose and Project Objectives**

CEQA requires that an EIR contain a "statement of the objectives sought by the proposed project." Under CEQA, "[a] clearly written statement of objectives will help the lead agency develop a reasonable range of alternatives to evaluate in the EIR and will aid the decision makers

## #13.

in preparing findings or a statement of overriding considerations. The statement of objectives should include the underlying purpose of the project and may discuss the project benefits” (State CEQA Guidelines Section 15124[b]).

Here, as the CEQA lead agency, DWR’s underlying, or fundamental, purpose in proposing the project is to develop new diversion and conveyance facilities in the Delta necessary to restore and protect the reliability of State Water Project (SWP) water deliveries and, potentially, Central Valley Project (CVP) water deliveries south of the Delta, consistent with the State’s Water Resilience Portfolio.

The above stated purpose, in turn, gives rise to several project objectives. In proposing to make physical improvements to the SWP Delta conveyance system, the project objectives are:

- To address anticipated rising sea levels and other reasonably foreseeable consequences of climate change and extreme weather events.
- To minimize the potential for public health and safety impacts from reduced quantity and quality of SWP water deliveries, and potentially CVP water deliveries, south of the Delta resulting from a major earthquake that causes breaching of Delta levees and the inundation of brackish water into the areas in which the existing SWP and CVP pumping plants operate in the southern Delta.
- To protect the ability of the SWP, and potentially the CVP, to deliver water when hydrologic conditions result in the availability of sufficient amounts, consistent with the requirements of state and federal law, including the California and federal Endangered Species Acts and Delta Reform Act, as well as the terms and conditions of water delivery contracts and other existing applicable agreements.
- To provide operational flexibility to improve aquatic conditions in the Delta and better manage risks of further regulatory constraints on project operations.<sup>1</sup>

### **Description of Proposed Project Facilities**

The existing SWP Delta water conveyance facilities, which include Clifton Court Forebay and the Banks Pumping Plant in the south Delta, enable DWR to divert water and lift it into the California Aqueduct. The proposed project would construct and operate new conveyance facilities in the Delta that would add to the existing SWP infrastructure. New intake facilities as points of diversion would be located in the north Delta along the Sacramento River between Freeport and the confluence with Sutter Slough. The new conveyance facilities would include a tunnel to convey water from the new intakes to the existing Banks Pumping Plant and potentially the federal Jones Pumping Plant in the south Delta. The new facilities would provide an alternate location for diversion of water from the Delta and would be operated in coordination with the existing south Delta pumping facilities, resulting in a system also known as "dual conveyance"

---

<sup>1</sup> These objectives are subject to refinement during the process of preparing a Draft EIR.

because there would be two complementary methods to divert and convey water. New facilities proposed for the Delta Conveyance Project include, but are not limited to, the following:

- Intake facilities on the Sacramento River
- Tunnel reaches and tunnel shafts
- Forebays
- Pumping plant
- South Delta Conveyance Facilities

Figure 1 shows the areas under consideration for these facilities. Other ancillary facilities may be constructed to support construction of the conveyance facilities including, but not limited to, access roads, barge unloading facilities, concrete batch plants, fuel stations, mitigation areas, and power transmission and/or distribution lines.

Under the proposed project, the new north Delta facilities would be sized to convey up to 6,000 cfs of water from the Sacramento River to the SWP facilities in the south Delta (with alternatives of different flow rates, as described in the “Alternatives” section below). DWR would operate the proposed north Delta facilities and the existing south Delta facilities in compliance with all state and federal regulatory requirements and would not reduce DWR’s current ability to meet standards in the Delta to protect biological resources and water quality for beneficial uses. Operations of the conveyance facilities are proposed to increase DWR’s ability to capture water during high flow events. Although initial operating criteria of the proposed project would be formulated during the preparation of the upcoming Draft EIR in order to assess potential environmental impacts and mitigation, final project operations would be determined after completion of the CEQA process, obtaining appropriate water right approvals through the State Water Resources Control Board’s change in point of diversion process, and completing the consultation and review requirements of the federal Endangered Species Act and California Endangered Species Act. Construction and commissioning of the overall conveyance project, if approved, would take approximately 13 years, but the duration of construction at most locations would vary and would not extend for this full construction period.

Reclamation is considering the potential option to involve the CVP in the Delta Conveyance Project. Because of this possibility, the connection to the existing Jones Pumping Plant in the south Delta is included in the proposed facility descriptions below. The proposed project may include a portion of the overall capacity dedicated for CVP use, or it may accommodate CVP use of available capacity (when not used by SWP participants). If Reclamation determines that there could be a role for the CVP in the Delta Conveyance Project, this role would be identified in a separate NEPA Notice of Intent issued by Reclamation.

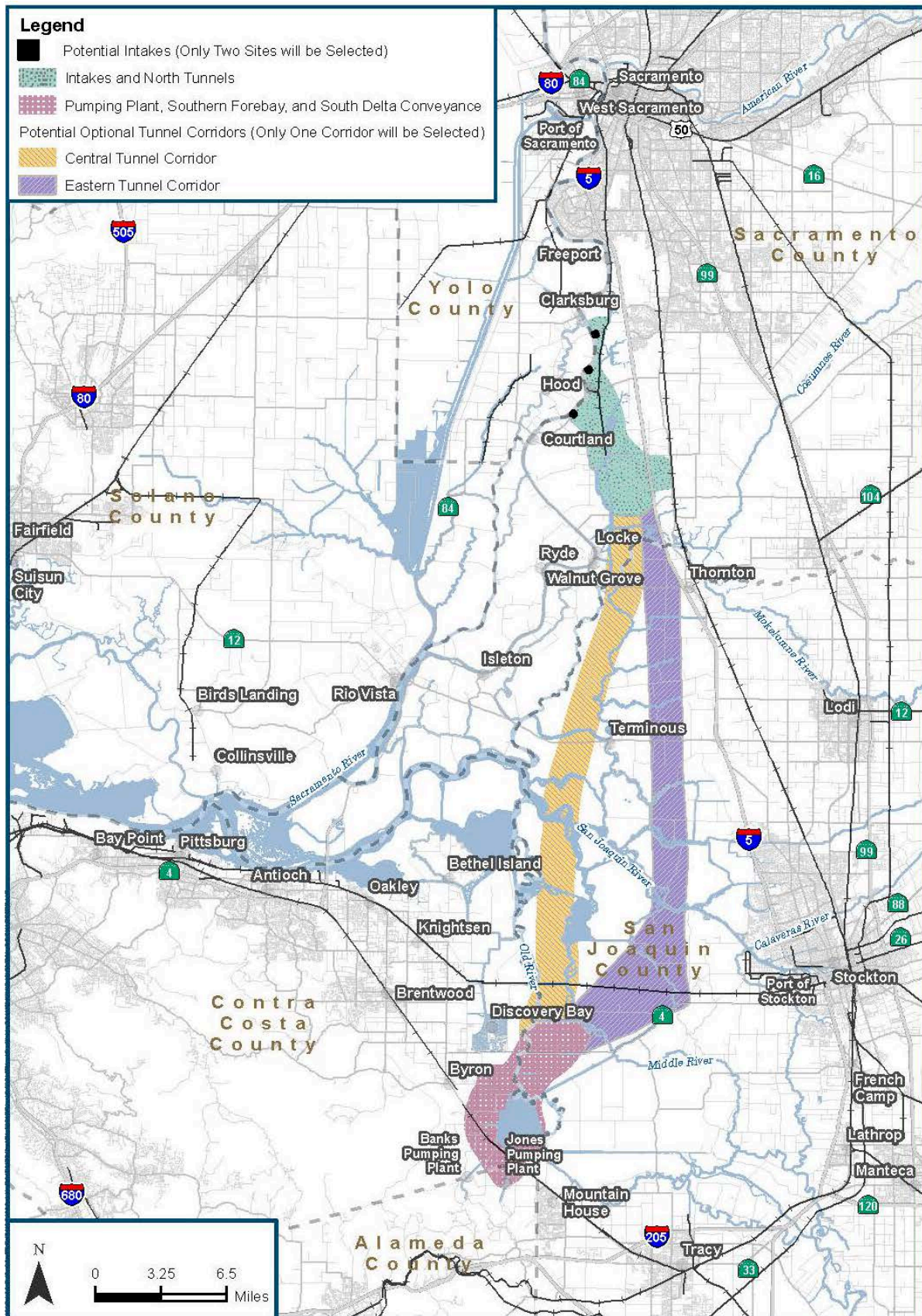


Figure 1. Proposed Project Facility Corridor Options

### Intake Facilities

The proposed intake facilities would be located along the Sacramento River between Freeport and the confluence with Sutter Slough, as shown in Figure 1. The proposed project would include two intakes with a maximum diversion capacity of about 3,000 cfs each. The size of each intake location could range from 75 to 150 acres, depending upon fish screen selection, along the Sacramento River and include a state-of-the-art fish screen, sedimentation basins, tunnel shaft, and ancillary facilities. An additional 40 to 60 acres at each intake location would be temporarily disturbed for staging of construction facilities, materials storage, and a concrete batch plant, if needed.

### Tunnel and Tunnel Shafts

The proposed project would construct up to two north connecting tunnel reaches to connect the intakes to an Intermediate Forebay (see “Forebays” section below), a single main tunnel from the Intermediate Forebay to a new Southern Forebay, and two connecting south tunnel reaches as part of the proposed project’s South Delta Conveyance Facilities (see “South Delta Conveyance Facilities” section below) to connect to the existing SWP and, potentially CVP, facilities in the south Delta. The single main tunnel would follow one of two potential optional corridors as shown in Figure 1.

The proposed single main tunnel and connecting tunnel reaches would be constructed underground with the bottom of the tunnel at approximately 190 feet below the ground surface. Construction for the tunnel would require a series of launch shafts and retrieval shafts. Each launch and retrieval shaft site would require a permanent area of about four acres. Launch sites would involve temporary use of up to about 400 acres for construction staging and material storage. Depending on the location, the shafts may also require flood protection facilities to extend up to about 45 feet above the existing ground surface to avoid water from entering the tunnel from the ground surface if the area was flooded. Earthen material would be removed from below the ground surface as tunnel construction progresses; this reusable tunnel material could be reused for embankments or other purposes in the Delta or stored near the launch shaft locations.

### Forebays

The proposed project would include an Intermediate Forebay and a Southern Forebay. The Intermediate Forebay would provide potential operational benefits and would be located along the tunnel corridor between the intakes and the pumping plant. The Southern Forebay would be located at the southern end of the single main tunnel and would facilitate conveyance to the existing SWP pumping facility and, potentially the CVP pumping facilities. The forebays would be constructed above the ground, and not within an existing water body. The size of the Intermediate Forebay would be approximately 100 acres with an additional 150 acres disturbed during construction for material and equipment storage, and reusable tunnel material storage. The embankments would be approximately 30 feet above the existing ground surface. Additional appurtenant structures, including a permanent crane, would extend up to 40 feet above the embankments.

## #13.

The Southern Forebay would be located near the existing Clifton Court Forebay and would be approximately 900 acres with an additional 200 acres disturbed during construction for material and equipment storage, potential loading and offloading facilities, and reusable tunnel material storage. The Southern Forebay embankments would be up to 30 feet above the existing ground surface.

### Pumping Plant

The proposed project would include a pumping plant located at the new Southern Forebay and would receive the water through the single main tunnel for discharge in the Southern Forebay. The pumping plant would be approximately 25 acres along the side of the Southern Forebay and would include support structures, with a permanent crane for maintenance as the highest feature that would extend approximately 70 feet above the existing ground surface. The temporary and permanent disturbed area for the pumping plant is included in the Southern Forebay area, described above.

### South Delta Conveyance Facilities

The proposed project would include South Delta Conveyance Facilities that would extend from the new Southern Forebay to the existing Banks Pumping Plant inlet channel. The connection to the existing Banks Pumping Plant would be via canals with two tunnels to cross under the Byron Highway. The canals and associated control structures would be located over approximately 125 to 150 acres. Approximately 40 to 60 additional acres would be disturbed temporarily during construction. These facilities could also be used to connect the Southern Forebay to the CVP's Jones Pumping Plant.

### **Contract Amendment for Delta Conveyance**

The proposed project may involve modifications to one or more of the State Water Resources Development System (commonly referred to as the SWP) water supply contracts to incorporate the Delta Conveyance Project. Therefore, if modifications move forward, the Delta Conveyance Project EIR will assess, as part of the proposed project, potential environmental impacts associated with reasonably foreseeable potential contract modifications.

### **PROJECT AREA**

The proposed EIR project area for evaluation of impacts consists of the following three geographic regions, as shown in Figure 2, below.

- Upstream of the Delta region
- Statutory Delta (California Water Code Section 12220)
- South-of-Delta SWP Service Areas and, potentially, South-of-Delta CVP Service Areas.

The study areas will be specifically defined for each resource area evaluated in the EIR. Figure 3 shows the SWP South-of-Delta water contractors.



Figure 2. Project Area

# #13.

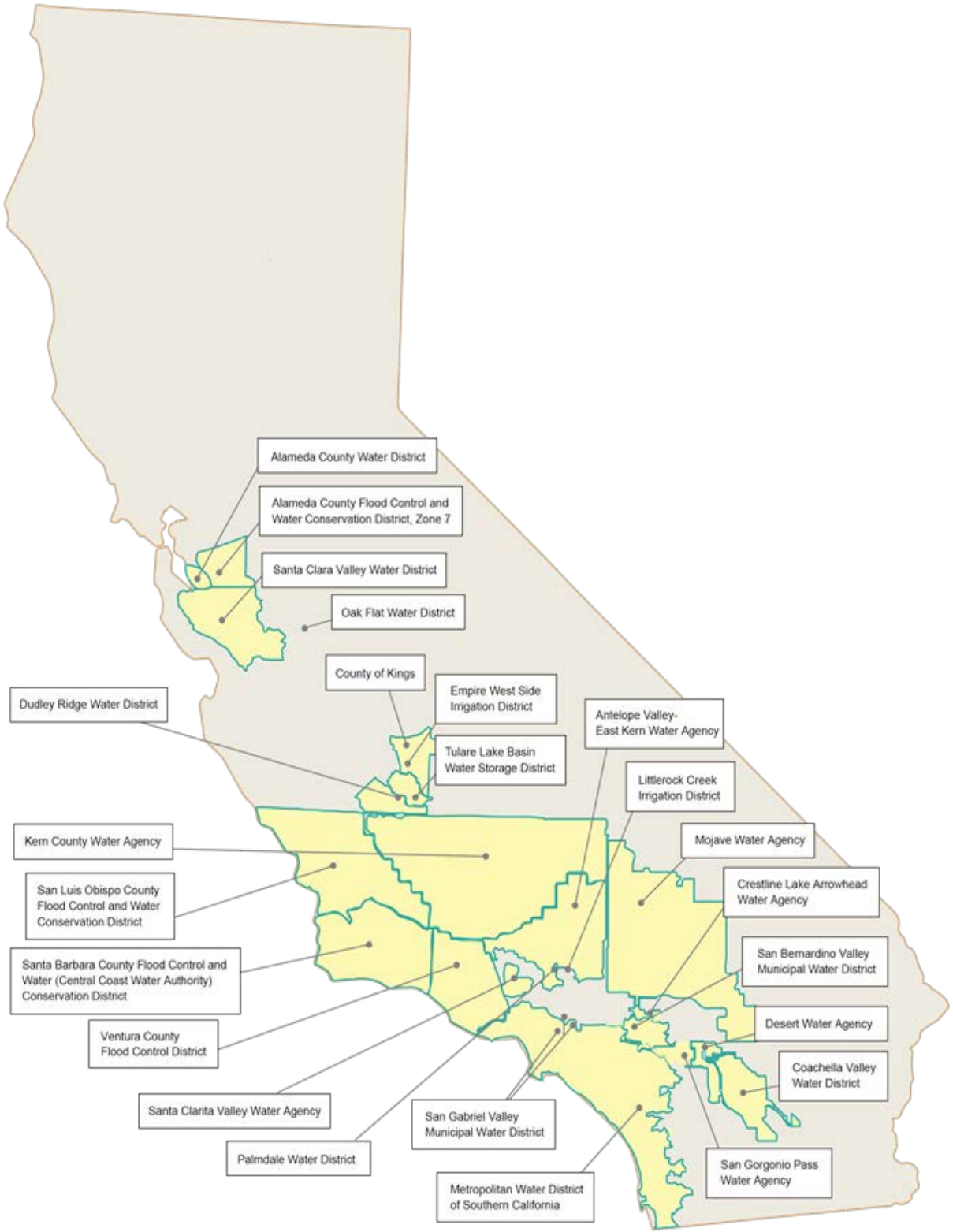


Figure 3. SWP South-of-Delta Service Areas



**ALTERNATIVES**

As described above, the proposed project has been informed by past efforts taken within the Delta and the watersheds of the Sacramento and San Joaquin Rivers, including those undertaken through the Bay Delta Conservation Plan (BDCP)/California WaterFix. As stated in CEQA Guidelines Section 15126.6(a), the “EIR shall describe a range of reasonable alternatives to the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project. Rather it must consider a reasonable range of potentially feasible alternatives that will foster informed decision making and public participation. An EIR is not required to consider alternatives which are infeasible.”

The scoping process will inform preliminary locations, corridors, capacities and operations of new conveyance facilities to be evaluated in the EIR. In identifying the possible EIR alternatives to be analyzed in detail, DWR is currently considering alternatives with capacities that range from 3,000 to 7,500 cfs, with varying degrees of involvement of the CVP, including no involvement. DWR will make its final choice of potentially feasible alternatives to include in the Draft EIR after receipt of scoping comments.

**POTENTIAL ENVIRONMENTAL EFFECTS**

DWR as the lead agency will describe and analyze the significant environmental effects of the proposed project. DWR did not prepare an initial study so none is attached; the EIR will include the suite of resource categories contained in Appendix G of CEQA Guidelines. Probable effects may include:

- Water Supply: changes in water deliveries.
- Surface Water: changes in river flows in the Delta.
- Groundwater: potential effects to groundwater levels during operation.
- Water Quality: changes to water quality constituents and/or concentrations from operation of facilities.
- Geology and Seismicity: changes in risk of settlement during construction.
- Soils: changes in topsoil associated with construction of the water conveyance facilities.
- Fish and Aquatic Resources: effects to fish and aquatic resources from construction and operation of the water conveyance facilities.
- Terrestrial Biological Resources: effects to terrestrial species due to construction of the water conveyance facilities.
- Land Use: incompatibilities with land use designations.
- Agricultural and Forestry Resources: preservation or conversion of farmland.
- Recreation: displacement and reduction of recreation sites.
- Aesthetics and Visual Resources: effects to scenic views because of water conveyance facilities.
- Cultural and Tribal Cultural Resources: effects to archeological and historical sites and tribal cultural resources.
- Transportation: vehicle miles traveled; effects on road and marine traffic.

## #13.

- Public Services and Utilities: effects to regional or local utilities.
- Energy: changes to energy use from construction and operation of facilities.
- Air Quality and Greenhouse Gas: changes in criteria pollutant emissions and localized particulate matter from construction and greenhouse gas emissions.
- Noise: changes in noise and vibration from construction and operation of the facilities.
- Hazards and Hazardous Materials: potential conflicts with hazardous sites.
- Public Health: changes to surface water could potentially increase concerns about mosquito-borne diseases
- Mineral Resources: changes in availability of natural gas wells due to construction of the water conveyance facilities.
- Paleontological Resources: effects to paleontological resources due to excavation for borrow and for construction of tunnels and canals.
- Climate Change: increase resiliency to respond to climate change
- Growth Inducement and Other Indirect Effects: changes to land uses as a result of changes in water availability resulting from changes in water supply deliveries

Where the potential to cause significant environmental impacts are identified, the EIR will identify avoidance, minimization, or mitigation measures that avoid or substantially lessen those impacts.

### **ADDITIONAL BACKGROUND INFORMATION**

DWR previously studied a similar project through efforts on the BDCP and subsequently the California WaterFix. The proposed Delta Conveyance Project is a new project and is not supplemental to these past efforts or tiered from previous environmental compliance documents. This section provides background on these past efforts.

In October 2006, various state and federal agencies, water contractors, and other stakeholders initiated a process to develop what became known as the BDCP to advance the objectives of contributing to the restoration of ecological functions in the Delta and improving water supply reliability for the SWP and CVP Delta operations in the State of California.

In December 2013, after several years of preparation, DWR, Reclamation, the United States Fish and Wildlife Service, and the National Marine Fisheries Service, acting as joint lead agencies under CEQA and NEPA, published a draft of the BDCP and an associated Draft EIR/EIS. The Draft EIR/EIS analyzed a total of 15 action alternatives, including Alternative 4, which was identified as DWR's preferred alternative at that time.

In July of 2015, after taking public and agency input into account, the lead agencies formulated three new sub-alternatives (2D, 4A, 5A) and released a Partially Recirculated Draft EIR/Supplemental Draft EIS (RDEIR/SDEIS) for public comment. Alternative 4A, which is known as "California WaterFix" was identified as DWR and Reclamation's preferred alternative in the RDEIR/SDEIS.

On July 21, 2017, DWR certified the Final EIR and approved California WaterFix. Following

that approval, DWR continued to further refine the project, resulting in reductions to environmental impacts. These project refinements required additional CEQA/NEPA documentation.

On January 23, 2018, DWR submitted an addendum summarizing proposed project modifications to California WaterFix associated with refinements to the transmission line corridors proposed by the Sacramento Municipal Utility District. The Addendum described the design of the applicable modified California WaterFix power features, proposed modifications to those power features (including an explanation of the need for the modifications), the expected benefits of the modifications to the transmission lines, and potential environmental effects as a result of those power related modifications (as compared to the impacts analyzed in the certified Final EIR).

On July 18, 2018, DWR released the California WaterFix Draft Supplemental EIR, which evaluated proposed changes to the certain conveyance facilities of the approved project. (No Final Supplemental EIR was ever completed, due to the change in direction dictated by Governor Newsom's State of the State speech and Executive Order N-10-19.) On September 21, 2018, Reclamation issued the California WaterFix Draft Supplemental EIS, including an alternatives comparison.

## **SCOPING MEETINGS**

The proposed project is of statewide, regional or area-wide significance; therefore, a CEQA scoping meeting is required pursuant to Public Resources Code Section 21083.9, subdivision (a)(2). Public Scoping meetings are scheduled to take place at the following times and locations:

- Monday, February 3, 2020, 1 p.m. – 3 p.m. California Environmental Protection Agency Building, 1001 I Street, Sacramento
- Wednesday, February 5, 2020, 6 p.m. – 8 p.m. Junipero Serra State Building, 320 West Fourth Street, Los Angeles
- Monday, February 10, 2020, 6 p.m. – 8 p.m. Jean Harvie Community Center, 14273 River Road, Walnut Grove
- Wednesday, February 12, 2020, 6 p.m. – 8 p.m. Santa Clara Valley Water District Board Room, 5750 Almaden Expressway, San Jose
- Thursday, February 13, 2020, 6 p.m. – 8 p.m. San Joaquin Council of Governments Board Room, 555 Weber Avenue, Stockton
- Wednesday, February 19, 2020, 6 p.m. – 8 p.m. Clarksburg Middle School Auditorium, 52870 Netherlands Road, Clarksburg
- Thursday, February 20, 2020, 6 p.m. – 8 p.m. Brentwood Community Center Conference Room, 35 Oak Street, Brentwood

Anyone interested in more information concerning the EIR process, or anyone who has information concerning the study or suggestions as to significant issues, should contact Marcus Yee at (916) 651-6736.

# #13.

## WRITTEN COMMENTS

This notice is being furnished to obtain suggestions and information from other agencies and the public on the scope of issues and alternatives to consider in developing the EIR. The primary purpose of the scoping process is to identify important issues raised by the public and responsible and trustee public agencies related to the issuance of regulatory permits and authorizations and natural resource protection. Written comments from interested parties are invited to ensure that the full range of environmental issues related to the development of the EIR are identified. All comments received, including names and addresses, will become part of the official administrative record and may be made available to the public.

Written comments on this part of the Scoping process will be accepted until 5 p.m. on March 20, 2020 and can be submitted in several ways:

- Via email: [DeltaConveyanceScoping@water.ca.gov](mailto:DeltaConveyanceScoping@water.ca.gov)
- Via Mail: Delta Conveyance Scoping Comments, Attn: Renee Rodriguez, Department of Water Resources, P.O. Box 942836, Sacramento, CA 94236

As required by the CEQA Guidelines, within 30 days after receiving the Notice of Preparation, each responsible and trustee agency is required to provide the lead agency with specific detail about the scope, significant environmental issues, reasonable alternatives, and mitigation measures related to the responsible or trustee agency's area of statutory responsibility that will need to be explored in the EIR. In the response, responsible and trustee agencies should indicate their respective level of responsibility for the project.

PLEASE NOTE: DWR's practice is to make the entirety of comments received a part of the public record. Therefore names, home addresses, home phone numbers, and email addresses of commenters, if included in the response, will be made part of the record available for public review. Individual commenters may request that DWR withhold their name and/or home addresses, etc., but if you wish DWR to consider withholding this information you must state this prominently at the beginning of your comments. In the absence of this written request, this information will be made part of the record for public review. DWR will always make submissions from organizations or businesses, and from individuals identifying themselves as representatives of, or officials of, organizations or businesses, available for public inspection in their entirety.



# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** March 12, 2020

**FROM:** Rod Woods, Director of Engineering  
David Larsen, Engineering Manager

**SUBJECT:** Construction Contract Award for Regional Lift Station Enhancements

### SUMMARY:

Issue: Board action is required for the Notice Inviting Sealed Bids for the Regional Lift Station Enhancements, Project No. 2017.022.

Recommendation: It is recommended that the Board of Directors award the construction services contract to Pacific Hydrotech Corporation in the amount of \$4,035,546; authorize the General Manager or Assistant General Manager to execute the contract; and to approve change orders up to 10% of the contract value.

Fiscal Impact: Project No. 2017.022 is budgeted in Fund 14, Planning and Construction with a current project budget of \$3,500,000. The proposed project budget is \$4,997,961. The project will be constructed next fiscal year. Adequate funds will be included in the FY 2020-21 Capital Improvement Program budget.

Reviewed by Committee: Yes, recommended for approval at the Technical Committee Meeting on March 2, 2020.

Reviewed by Legal: Yes

### BACKGROUND:

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

# #14.

## Construction Contract Award for Regional Lift Station Enhancements

March 12, 2020

Page 2 of 3

This project includes enhancements at the Regional Lift Station that will improve the operational reliability of this critical facility. The proposed enhancements include the addition of a standby diesel engine-driven emergency bypass pumping system, rehabilitation of the existing wet well, installation of an overflow basin, and replacement of Pump No. 5. The project also includes related piping, electrical, and instrumentation controls.

Construction documents for the project were prepared by Tetra Tech utilizing the on-call engineering services agreement. A categorical exemption was prepared in accordance with State CEQA Guidelines and a Notice of Exemption was filed with Orange County on December 23, 2019.

### **DISCUSSION:**

A request for bids was issued to six qualified contractors. The District received two sealed bids for subject contract on February 19, 2020. The table below summarizes the bids received:

<b>Firm</b>	<b>Bid</b>
Pacific Hydrotech Corporation	\$4,035,546
Pascal & Ludwig Constructors	\$4,084,746
<b>Engineer's Estimate</b>	<b>\$4,000,000</b>

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

Staff intends to procure construction management and inspection services related to the project as a separate agreement. These services are anticipated to be approximately \$250,000.

### **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	\$288,860	\$288,860	\$0	\$288,860
Construction Contract	\$2,941,140	\$4,035,546	\$403,555	\$4,439,101
CM and Inspection	\$250,000	\$250,000	\$0	\$250,000
Legal, Permits, District Labor	\$20,000	\$20,000	\$0	\$20,000
<b>Totals</b>	<b>\$3,500,000</b>	<b>\$4,594,406</b>	<b>\$403,555</b>	<b>\$4,997,961</b>

\*\$158,623.39 has been expended to date.

 Currently Proposed Amount

Construction Contract Award for Regional Lift Station Enhancements

March 12, 2020

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

Attachments:

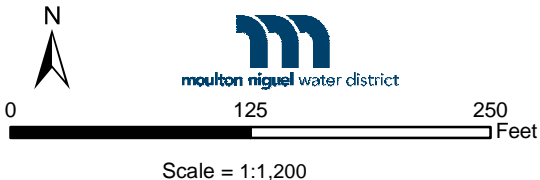
1. Exhibit A – Location Map
2. Exhibit B – Vendor Contact List







Path: C:\GIS\Projects\Projects\_Ongoing\Capital Improvement Project\Exhibits\B\_Hong\Regional\US.mxd



**Exhibit "A" Location Map**  
**Regional Lift Station Enhancements**  
**Contract No. 2017.022**









# #15.

## Agreements for On-Call Professional Engineering Consulting Services

March 12, 2020

Page 2 of 3

The on-call engineering consulting services agreements allow Staff to issue individual task orders to authorized firms to assist the District in executing the CIP and providing engineering support. These agreements have been an essential factor in the District's ability to advance and execute its CIP in an efficient manner. Each task order will be funded by a particular CIP project or dedicated operating budget, as long as funds are available.

In March 2017, the Board of Directors approved similar on-call engineering consulting services agreements with four firms for a 3-year term with a task order limit of \$150,000. The District has utilized these agreements with great success in the execution of CIP projects. To date, approximately \$3,000,000 has been committed in 45 task orders for various projects under those on-call engineering consulting services agreements.

### **DISCUSSION:**

The District issued a Request for Proposals (RFP) for On-Call Professional Engineering Services to twenty-two engineering consulting firms. On January 28, 2020, the District received eighteen comprehensive proposals. The firms that submitted a proposal were:

- AKM
- Black & Veatch
- Brown & Caldwell
- CDM Smith
- Dudek
- ERSC
- GHD
- Hazen & Sawyer
- Huitt-Zollars
- LAN
- Lee & Ro
- Michael Baker
- MKN & Associates
- NV5 Engineering Services
- Richard Brady & Associates
- Stantec
- Tetra Tech
- West Yost

Staff carefully evaluated the proposals based on various factors to identify the best candidates for further consideration in an interview process. The factors that went into the initial screening of the proposals included: proposal completeness and quality, understanding of District needs over the next three years, technical qualifications of key personnel, relevant experience and past history with on-call agreements, fees, and specific unique qualifications. Ultimately, Staff concluded that eleven firms met the above qualifications for further consideration.

On February 12, 2020, Staff conducted interviews with each of these eleven firms. Each firm provided a presentation on their firm's qualifications as it relates to the scope of the CIP projects anticipated to be part of the on-call engineering services agreements followed by a series of questions. Each interview was evaluated based on content, quality, and organization, along with the firm's ability to understand and meet District needs, demonstrate their technical abilities and their approach to a task order based contractual arrangement.

Based on the firm's performance in the interviews and their submitted proposal, the following four firms were selected for recommendation for a professional services

## Agreements for On-Call Professional Engineering Consulting Services

March 12, 2020

Page 3 of 3

agreement with the District (see attached Summary of Solicitation Process for additional detail):

- Black & Veatch
- Brown & Caldwell
- Dudek
- Tetra Tech

The contractual vehicles that will be used for the on-call engineering services agreements are provided as attachments. Based on the anticipated CIP work to be implemented over the next three years, Staff recommends a maximum single task order value of \$250,000 and a total not-to-exceed contract amount of \$1,500,000. Each agreement has a termination clause that allows the District to terminate the agreements at any time.

In order to identify the best firm for a particular task order, Staff may solicit fee proposals from the on-call firms or may solicit directly from one firm depending on the unique nature of the work and the firm's expertise. As part of the Quarterly Capital Improvement Program Report, Staff will continue to present to the Board of Directors the status of the on-call engineering services agreements with a list of issued and completed task orders. A Sample Summary Table for On-Call Engineering Contracts is attached for reference.

## Attachments:

1. Summary of Solicitation Process
2. Agreement with Black & Veatch for On-Call Professional Engineering Consulting Services
3. Agreement with Brown & Caldwell for On-Call Professional Engineering Consulting Services
4. Agreement with Dudek for On-Call Professional Engineering Consulting Services
5. Agreement with Tetra Tech for On-Call Professional Engineering Consulting Services
6. Sample Summary Table for On-Call Engineering Contracts





ON-CALL PROFESSIONAL ENGINEERING CONSULTING SERVICES: Summary of Solicitation Process

<b>Invited Firms</b>	<b>Proposed Firms</b>	<b>Interviewed Firms</b>	<b>Recommended Firms</b>
AKM	AKM	AKM	Black & Veatch
Black & Veatch	Black & Veatch	Black & Veatch	Brown & Caldwell
Brown & Caldwell	Brown & Caldwell	Brown & Caldwell	Dudek
CDM Smith	CDM Smith	Dudek	Tetra Tech
Dudek	Dudek	GHD	
ERSC	ERSC	Hazen & Sawyer	
GHD	GHD	Lee & Ro	
Hazen & Sawyer	Hazen & Sawyer	Richard Brady & Associates	
IEC	Huitt-Zollars	Stantec	
Kimley-Horn & Associates	LAN	Tetra Tech	
LAN	Lee & Ro	West Yost	
Lee & Ro	Michael Baker		
Michael Baker	MKN and Associates		
MKN and Associates	NV5 Engineering Services		
Murray Smith	Richard Brady & Associates		
NV5 Engineering Services	Stantec		
Psomas	Tetra Tech		
Richard Brady & Associates	West Yost		
Stantec			
Tetra Tech			
West Yost			
Woodard & Curran			



**AGREEMENT FOR ENGINEERING SERVICES BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
BLACK & VEATCH CORPORATION  
MNWD PROJECT: AS-NEEDED ENGINEERING SERVICES FOR CAPITAL  
IMPROVEMENT PROGRAM IMPLEMENTATION  
CONTRACT NO. OM19-20.053a**

THIS AGREEMENT (the "Agreement") is executed and dated as of \_\_\_\_\_, 2020 ("Effective Date"), by and between Black & Veatch Corporation, 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.

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

Section 2.1 The elements of the Services for each project Task Order under this Agreement shall include applicable sections of the Scope of Services described in Exhibit A hereto, which is incorporated herein (the "Scope of Services"). 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, in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions, 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, codes, ordinances, or other rules of the United States, of the State

# #15.

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 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 2.5 ENGINEER'S civil engineer, duly licensed in the State of California, who shall be the Principal in Charge of work, is Jeff Neemann. Without prior written approval of MNWD, ENGINEER will not make any changes to ENGINEER'S Principal in Charge, in subconsultants, in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Services.

Section 2.6 If ENGINEER intends to subcontract certain Services, separate subcontracts may be entered into between ENGINEER and the subconsultants listed in Exhibit B 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 2.7 Books, documents, papers, accounting records, and other evidence pertaining to costs incurred 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 the contract for inspection by MNWD.

## **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 C and incorporated herein.

Section 3.2 Each Task Order shall be no greater than a maximum not-to-exceed amount of Two Hundred Fifty Thousand Dollars (\$250,000), 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 B.

## **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 D and incorporated herein. Total payments under this Agreement for all Task Orders collectively shall not exceed **One Million Five Hundred Thousand Dollars (\$1,500,000)**. 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 for the duration of the first term, as defined in Section VII. The Fee Schedule is limited to maximum increases of 3% a year.

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.

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. Invoices shall be paid within 30 days of receipt.

## **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 may 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.

# #15.

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

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

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

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

Section 6.3 All original drawings, written reports 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 Effective 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. 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. If said termination occurs prior to completion of any task under a Task Order for which an invoice has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by MNWD and ENGINEER of the portion of such task completed but not paid prior to said

termination. MNWD shall not be liable for any costs other than the charges or portions thereof which are specified herein. ENGINEER shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

Section 8.3 ENGINEER may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to MNWD only in the event of substantial failure by MNWD to perform in accordance with the terms of this Agreement through no fault of ENGINEER.

Section 8.4 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 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.

Section 9.2 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 neither 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.

Section 9.3 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.

Section 9.4 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. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of ENGINEER. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision

# #15.

establishing the insurer's duty to defend. 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 Commercial General Liability Insurance. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement a commercial general liability policy of insurance which shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement. The policy 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 Automobile Liability. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to MNWD. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

All insurance provided under this Section 10.3 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 10.4 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 10.5 Evidence Required. Prior to execution of the Agreement, ENGINEER shall file with MNWD evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

Section 10.6 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. 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 10.7 Additional Insurance Provisions. The foregoing requirements as to the types and limits of insurance coverage to be maintained by ENGINEER, and any approval of said insurance by MNWD, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by ENGINEER pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

(a) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, MNWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by MNWD will be promptly reimbursed by ENGINEER or MNWD will withhold amounts sufficient to pay premium from ENGINEER payments. In the alternative, MNWD may cancel this Agreement.

(b) MNWD may require ENGINEER to access to all insurance policies for review purposes only in effect for the duration of the Agreement.

# #15.

(c) Neither MNWD nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

Section 10.8 Indemnity. To the fullest extent permitted by law, ENGINEER shall defend (with counsel reasonably approved by MNWD), indemnify and hold MNWD, its officials, officers, employees, agents and 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. Notwithstanding the foregoing, to the extent ENGINEER's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER. ENGINEER's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by MNWD, its officials, officers, employees, agents or volunteers.

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

Section 11.1 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 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 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 11.2 If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, ENGINEER and all subconsultants performing such Services must be registered with the Department of Industrial Relations. ENGINEER shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be ENGINEER's sole responsibility to comply with all applicable registration and labor compliance requirements.

## **SECTION XII - GENERAL**

Section 12.1 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 12.2 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 12.3 This is a non-exclusive Agreement for the services contemplated herein.

Section 12.4 Any notice required or permitted to be given hereunder if not otherwise specified herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service a hand delivery, and addressed to:

**MNWD:**

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

**ENGINEER:**

Black & Veatch Corporation  
800 Wilshire Blvd., Suite 600  
Los Angeles, CA 90017  
Attn: Jeff Neemann

Section 12.5 California law shall govern the interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

Section 12.6 If any disputes should arise between the Parties concerning the Services to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, ENGINEER shall nevertheless proceed to perform the work as directed by MNWD pending settlement of the dispute.

Section 12.7 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 12.8 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than MNWD and ENGINEER.

Section 12.9 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 12.10 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.

# #15.

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

Section 12.12 None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

Section 12.13 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.

**MOULTON NIGUEL WATER DISTRICT:**

**BLACK & VEATCH CORPORATION:**

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

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

(Authorized Representative of  
Engineer)

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

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

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

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

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

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

**ON-CALL PROFESSIONAL ENGINEERING SERVICES  
SCOPE OF SERVICES AS BASIS FOR EACH TASK ORDER**

**DESCRIPTION OF SCOPE OF WORK AND SERVICES**

The following task descriptions for the On-Call Engineering Services contracts are intended to be general and may apply to engineering services, preliminary and final design, bid phase services, engineering during construction, and general technical support services for various projects and operational needs including, but not limited to the following:

- technical engineering and feasibility studies
- potable water/recycled water/sewer related capital facility improvements
- general civil engineering capital improvements
- repair and rehabilitation related assessments, upgrades, and improvements
- hydraulic modeling of existing water/recycled water distribution systems
- sewer modeling of existing sewer system
- fire flow simulation modeling
- water quality assessments
- private development plan checking
- surveying services
- easement assessments and legal description development
- property acquisition/real estate services
- corrosion/cathodic protection services
- geotechnical services
- structural analysis and seismic assessments
- regulatory compliance and permitting support
- CEQA documents and compliance
- construction engineering services

In addition, more detailed descriptions will be listed within the individual scopes of work for each Task Order under this contract as the projects are identified and outlined by District staff. The descriptions contained herein are intended for Respondents to help identify the type of work to be undertaken by the District and the type of corresponding qualifications and team experience necessary to propose on this RFP. The Task Orders are envisioned to fall into multiple categories under the scope of works and are defined in sections below to assist the Respondents in categorizing resource needs.

Each Task Order will contain a unique detailed scope of work as pertinent to the project and should use the requirements listed below as a starting point.

**1. Technical Studies, Assessments, and Support Services**

The types of services anticipated under this category shall include, at a minimum, the following:

## #15.

- A. Water Quality: Perform water quality evaluations and services related to water and recycled water supply programs for recycled water treatment, distribution, and chlorine/chloramine residual management.
- B. System Optimization: Perform technical and system optimization studies for District's distribution and collection systems.
- C. Disinfection: Perform feasibility studies for existing, new and/or alternative chlorination/chloramination injection systems and facilities to support existing operations and planned capital improvement projects.
- D. Capital Improvements: Perform technical studies/assessments as required for capital related facility improvements such as site layouts; irrigation requirements; meter replacement; mechanical, electrical, structural, and instrumentation and control facilities; power supply requirements, generator upgrades and replacements; material takeoffs, engineering estimates, life-cycle cost analysis, easement and real property assessments, and other system improvement recommendations.
- E. Corrosion Control: Perform corrosion control and/or cathodic protection assessments for all conveyance/collection facilities for potable water, recycled water, and sewer infrastructure throughout the District including, but not limited to tank coating/recoating, pump station and lift station mechanical, electrical and control instrumentation facilities, pipeline failure and failure preventive assessments, etc.
- F. Structural/Seismic: Perform structural/seismic assessment of all District facilities, including, but not limited to steel tanks, concrete structures, equipment buildings, roofing, pipeline conditions, etc.
- G. Emergency Repairs: Perform emergency repair assessments as needed due to existing or potential emergency conditions requiring immediate repair, replacement or rehabilitation of existing District facilities
- H. Operational Workflow Development: Assessment and implementation plan development for various operational workflow and rehabilitation and replacement (R&R) programs including, but not limited to valve replacement program, corrosion protection program, sewer and manhole lining program, easement pipeline replacement program, tank coating plans, etc.
- I. Hydraulic Modeling: District maintains existing water, recycled water, and sewer hydraulic models that contain the configuration, age, diameter, length and other parameters of the various distribution systems. The modeling software is InfoWater and InfoSewer. The models are updated but may require calibration. Consultants will be responsible for maintenance, updating, and application of the hydraulic models for any particular given hydraulic situation required. The types of services anticipated under this category shall include the following, but not limited to:

- Fire flow analysis for existing and proposed development sites;
  - Updates of network, facility, and/or demand data;
  - Water distribution and sewer system collection modeling for facility sizing and infrastructure requirements;
  - Additional calibration/validation of the existing water/recycled water distribution and sewer collection models;
  - Use of the model for hydraulic, water age, or water quality analyses and documentation of results;
  - Review and evaluation of model results as the basis for recommending water distribution system improvements.
- J. Private Development Plan Checking: Perform plan checking for redevelopment and new development facilities including assessment of potable water, recycled water, and sewer infrastructure for compliance with District standards
- K. Surveying: Provide construction staking, easement and right-of-way verification, legal description preparation, and all other surveying needs as required by the District
- L. Geotechnical: Provide Geotechnical Services including but not limited to compaction testing, site borings, soil and trench condition assessment, soil report assessment, lab testing, contaminated soil assessment and testing, and all general geotechnical needs as required by the District
- M. Environmental/Regulatory Compliance and Permitting: Provide technical and administrative support for all pertinent project applications requiring regulatory compliance and/or permit development and processing, including, but not limited to local cities, County of Orange, SCAQMD, RWQCB, DTSC, etc. Preparation, distribution, and administration of all required CEQA documents.

## **2.0 Preliminary Design Report Preparations**

Based on technical studies, assessments performed, or as needed for planned capital projects, District may choose to develop preliminary design reports (PDR) before implementing a detailed design for a particular project. Prior to implementing the data and assumptions into final design, the data shall be presented in a PDR for approval by District. Depending on the nature of the project, this may or may not go directly into detail or final design phase.

- A. For pipelines: the PDR development may include, pipeline alignment studies, review and evaluation of utility impacts; all required permits; street moratoriums; right-of-ways and easements; design and construction requirements for local agencies, railroad, and prevailing environmental agency; traffic control; local soil conditions, trenching and paving requirements, pipeline materials, construction methodology and duration; easement acquisition, borehole and potholing activities, impact to surrounding area, relocation of existing utilities, and construction cost analysis.

## #15.

- B. For pumping/lift station facilities: PDR will typically identify all flow and water quality design parameters, all relevant system hydraulics, required equipment, site locations, site layouts, ancillary equipment, single-line electrical diagrams and comprehensive assessment of power/electrical requirements, generator replacement, preliminary P&ID's with telemetry controls, housing, easement acquisition, appurtenances, permitting issues, and construction cost analysis.
- C. For tanks/reservoir facilities: PDR will typically identify all flow and water quality design parameters, corrosion/cathodic protection requirements, recommended coatings, inlet/outlet requirements, seismic repairs/upgrades, accessibility requirements, safety needs/improvements, permitting and regulatory compliance, instrumentation and control, and cost analysis.
- D. Perform all necessary field investigations and coordinate with District and jurisdictional agencies to verify all design and construction constraints.
- E. Collect and review all applicable plans, specifications, and background reports provided by District. Research and obtain record data for all existing utilities pertinent to this project.
- F. Address a time schedule for processing special permits.
- G. Evaluate the design concept for constructability and practicality for construction phase and maintenance.
- H. Obtain soil reports as available for examination of soil condition. If necessary, perform geotechnical investigation to mitigate potential problems due to poor soil conditions, or to determine structural design criteria.
- I. Make recommendations on the design and construction methods to District, based on the most cost effective and constructible method.
- J. Development of preliminary design drawings and specifications for capital improvements, or for rehabilitation and replacement projects, as needed.
- K. Develop and submit construction cost estimates that reflects the preferred materials and methods involved in the project.
- L. Prepare a well-defined preliminary design report as required to establish agreement on scope, design and construction parameters for all project specific facilities.
- M. Develop and submit a Preliminary Site Plan (typically at a scale of 1"=20', i.e. 20 scale) for District review. The Preliminary Site Plan should include the location of the proposed and existing facilities, existing utilities, isolation valve(s), and proposed location in relation to perspective customer, easement, and right of way.



- N. Include all calculations and drawings in the preliminary design required for the final design of all project facilities.

### **3.0 Project Designs**

The Design activities for each Capital Improvement or Rehabilitation and Replacement Design Task will typically include the following, but not limited to:

- A. Perform studies to address and make recommendations on potential design and construction issues. The studies should also address advantages and disadvantages for alternatives.
- B. Field investigation and coordination with District staff. Verify locations and status of existing utilities. Perform surveying as necessary.
- C. Conduct geotechnical investigation to assess soil conditions for proper facility design.
- D. Coordination with jurisdictional agencies within the project area to obtain all necessary permits.
- E. Coordinate with the Division of Drinking Water (DDW), Regional Board, Army Corps of Engineers, local cities, County of Orange, and all jurisdictional agencies to ensure environmental and regulatory compliance with all applicable requirements.
- F. Preparation of easement acquisition packages.
- G. Develop design drawing and specifications, utilizing the design basis, water quality objectives, and other design criteria.
- H. Preparation of Engineer's Cost Estimates and Life-Cycle Analysis as needed
- I. Provide comprehensive telemetry design and implementation.
- J. Provide Engineering-During-Construction services including submittal reviews, RFI responses, and change order evaluations.
- K. Provide Project Management services during the design process, as required.

#### **3.1 Final Designs**

The final design shall not commence until approval of preliminary design report or as authorized by District. If available, incorporate all aspects of the preliminary design approved by District in final design.

# #15.

Construction plans and specifications shall typically include, but not be limited to, the following:

- A. Title sheet, location map, vicinity map, and signature blocks applicable to the project.
- B. General site plan with appropriate general excavation, shoring and miscellaneous notes, basis of bearing, benchmark, and all necessary control information. Drawings shall be tied to the State Plane Coordinate system.
- C. Use base maps provided (if available) by District. Verify and revise street rights-of-way and curb lines. Develop base maps as required via photogrammetry or survey data. Note: the District will provide its digital terrain model and aerial photography which may be suitable for the design of certain projects.
- D. Show the position of all known or proposed, underground utilities and all other pertinent data on the plans.
- E. Complete design plans including civil, mechanical, electrical, instrumentation and control, and structural requirements for construction bid package.
- F. Research existing pavement thickness and material with the appropriate agency and provide available information in the bid documents.
- G. Plans shall include all record information regarding utilities, obstructions, and appurtenant data.
- H. Specifications shall be in a format approved by District. An original set of final specifications will be provided to District for reproduction along with all electronic files.
- I. The On-Call Consultant shall be responsible for the final design of the project. Plans shall be prepared on 22" x 34" sheets using the latest computer generated drafting AutoCAD version. Final plans shall be signed and sealed by a professional engineer registered in the appropriate discipline in the State of California.
- J. Prepare complete specifications and other construction contract documents required for competitive bidding of the proposed construction work. Specifications and contract documents shall be based upon District standard documents edited for application for this project. Provide five (5) sets of the full size plans and bound specifications (with 11" x 17" reduced size plans) to District for review at the 75% and 100% stage of final design. Provide fifteen (15) sets for bidding.
- K. Meet with District staff after design documents have been reviewed. Resolve and incorporate District comments into design documents.

### 3.2 Easements and Right of Way

- A. Prepare legal description and sketches for all required easements, including dimensions, parcel identification, contact and easement information.
- B. Coordinate with District easement acquisition requirements and procedures. Provide technical support, plans, maps, and legal description to the District and interested parties as required. Temporary easements shall include the areas to be acquired and the temporary construction easement required.

### 3.3 Permits

Consultant may be responsible for coordinating with agencies involved in the project.

- A. Prepare comprehensive permitting plan.
- B. Prepare and file required permits on the behalf of District.
- C. Submit copies of approved permits to District.
- D. Design of associated facilities shall be in accordance with all provisions of permits from the corresponding agencies with jurisdiction over the project site for any work associated with the project within the public right of way controlled by those agencies.

### 3.4 Geotechnical Investigations

Consultant may be responsible for performing and verifying geotechnical investigations.

- A. Perform comprehensive geotechnical investigation to include adequate borings for proper design of proposed pipeline or distribution/collection facilities, and appurtenances. Coordinate with the affected cities and agencies to obtain required permits to conduct geotechnical investigations. Copies of the final Geotechnical Report shall be provided to District.
- B. Perform applicable geotechnical lab tests (i.e. compaction, permeability, consolidation, corrosion, etc.) to provide sufficient information to provide a comprehensive design.
- C. Other geotechnical requirements shall include, but not limited to, laboratory testing for potential soil contamination. Due to the potential of encountering contaminated soils at some sites, a specification may be prepared for directing the pipeline construction contractor how to properly handle the soils while proceeding forward with the construction effort without interruptions to schedule.

# #15.

## 3.5 Potholing

Consultant shall pothole all utilities services along the pipeline alignment and associated appurtenances to determine potential conflicts. Completed potholing data should be included at the 75% or base drawing design submittal. All potholing information shall be included on the plan and profile drawings.

## 3.6 Utility Research

Comprehensive research for above and underground utilities shall be conducted at all local cities, utilities, municipal agencies, Metrolink, Caltrans, and railroads to identify all utilities spanning along the proposed pipeline alignment. All utility research shall be shown on the plan and profile drawings and applicable details.

## 3.7 Traffic Control Plans

Coordinate with affected cities and local agencies to develop comprehensive traffic control plans for each project. Specific traffic restrictions, moratoriums, and lane closure requirements shall be shown on the drawings for each city and associated portion of the impacted project or alignment. Traffic control plans shall be in the same format as the associated facility plans and included in the plan sets for review. Traffic impacts shall be addressed during design phase to develop appropriate traffic control plans along the entire proposed project or pipeline alignment. Considerations to minimize the traffic impacts shall be taken into account in all residential, schools, emergency facilities, and business areas.

## 3.8 Survey

Provide ground control survey for right-of-way, street centerlines, curbs and gutters, sidewalk, easement, surface and utility appurtenances finish grade, pipeline, utility location, structural, and other elements relevant to prepare comprehensive project drawings and/or pipeline plan and profile for water/recycled water/sewer related construction documents.

## 3.9 Telemetry

Prepare comprehensive layout and detail plans for radio monitoring SCADA systems. The comprehensive plans shall include plan and sectional views of equipment layout, logic control diagrams, details of transmitting equipment, and details of other appurtenances required to integrate with SCADA system implemented by the District.

## 3.10 Engineer's Construction Cost Estimate

Prepare construction cost estimates for the proposed work covered by final plans and specifications for the bid proposal package and for each design task. Cost estimates may be required at the preliminary, 75% and 100% design submittal phases.

### 3.11 Shutdown/Tie-In Procedures

Develop a detailed shutdown/tie-in procedure for projects which impact ongoing distribution, storage, and pumping operations.

## **4.0 CONSTRUCTION BID PHASE**

The following section describes anticipated construction bid phase work for potential Design Tasks assigned to the Consultant. Variations in magnitude of Design Task will be reflected in actual scope of work for each Design Task submitted to the Consultant.

### 4.1 General Administration and Meetings

Conduct pre-bid meetings. Prepare and distribute agendas and minutes. Participate in the pre-bid meetings with potential bidders.

### 4.2 Engineering Services

- A. Provide technical support at the pre-bid meeting.
- B. Prepare responses to Request for Information (RFI) and Request for Clarification (RFC) that may include approving or rejecting, or clarification to specified design.
- C. Prepare, issue, and maintain records of Document Addenda.
- D. Coordination with District staff to review all bids and to make a determination of the lowest responsible, responsive bidder.
- E. If necessary, the Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

## **5.0 CONSTRUCTION ENGINEERING SERVICES PHASE**

The following section describes the anticipated construction engineering phase work for potential Design Tasks assigned to the Consultant or as deemed necessary for various construction works that may occur throughout the contract duration.

### 5.1 General Administration and Meetings

- A. Conduct pre-construction conferences, including preparation of agendas and minutes.
- B. Schedule to participate in bi-weekly construction meetings with District to review progress of the project and exchange ideas and information.

# #15.

## 5.2 Engineering Services

- A. Review shop drawings and other submittals for complete and strict conformance with contract documents. Assure deviations or substitutions submitted by contractor shall be equal to or of better quality than specified in the contract documents. Review all substitutions with District Staff and make recommendation for implementation. Receive concurrence from District staff prior to approving any substitution. Submit copies of preliminary and final shop drawings to District that have been reviewed for conformance.
- B. Establish a standardized filing system for all Project-related documentation. All Project-related documentation (e.g. correspondence, RFIs/RFCs, contractor submittals, engineer's submittal review comments, etc.) shall be neatly organized and filed by utilizing a standardized naming system. Electronic copies of all Project-related documentation shall be transmitted to the District in PDF format upon completion of the Project work.
- C. Prepare monthly reports documenting status of the Project budget, potential Project issues and all work performed during the reporting period (e.g. number of RFIs and submittals reviewed, number of meetings attended, etc.). Monthly report shall accompany the invoice submitted by the Consultant each month.
- D. Review change order requests submitted by the construction contractor and make formal statement regarding entitlement and merit of contractor's request.
- E. Prepare response to all design related Requests for Information (RFI) and Requests for Clarification (RFC).
- F. Prepare revisions to contract drawings and/or specifications to resolve conflicts.
- G. Factory witness testing of pumping equipment, electrical distribution equipment and control systems, etc., required for the project and as directed by the District.
- H. Specialty inspection: Consultant shall provide certified specialty inspectors as required and as requested by the District for various construction works, including but not limited to soil testing, welding, concrete, structural, corrosion, coatings, etc.
- I. Start-up assistance. Consultant shall assist construction contractor and the District's construction manager in start-up and commissioning of the various facility improvements as directed by the District.
- J. Project close-out. Consultant shall assist in the development of Project punch lists and coordinate delivery of Project-related documentation including warranties, guarantees and operations and maintenance manuals.

- K. Preparation of record drawings. Consultant shall prepare record drawing set based on the red-line drawings submitted by the construction contractor. Record drawings shall be prepared using the latest version of AutoCAD. Electronic copies shall be submitted to the District in both AutoCAD and PDF formats along with three (3) hard copies of the record drawings on 22" x 34" sheets, plus one (1) mylar set.

## EXHIBIT B Subconsultants

COMPANY	CONTACT INFORMATION	PROJECT ROLE
<b>Bush &amp; Associates Inc.</b>	18017 Sky Park Circle, Suite Q Irvine, CA 92614 Tel: (949) 752-1888	Surveying <ul style="list-style-type: none"> <li>Provides aerial mapping, topographic survey, legal description, and boundary retraction services to support engineering design and ROW acquisitions</li> </ul>
	14280 Euclid Ave Chino, CA 91710 Tel: 1-888-902-3569 Ext: 218	Potholing <ul style="list-style-type: none"> <li>Provides locating and mapping services to locate horizontal and vertical locations of underground utilities including water, gas power, waste, communications, and cable/TV.</li> <li>They utilize GPR (ground penetrating radar), CCTV, utility locators, electromagnetic locators, and potholing.</li> </ul>
	Hashmi Quazi, Ph.D., G.E. Converse Consultants 2021 Rancho Drive, Suite 1 Redlands, CA 92373 Office: 909.474.2847 hquazi@converseconsultants.com	Geotechnical <ul style="list-style-type: none"> <li>Provides geotechnical investigation services and performs engineering analysis.</li> <li>Performs laboratory testing and evaluation of site soil samples.</li> </ul>
<b>Debbie Burris</b>	Debra L. Burris, P.E., BCEE DDB Engineering, Inc. 15635 Alton Parkway, Suite 117 Irvine, CA 92618  949.727.4008	Regulatory Compliance/ Permitting <ul style="list-style-type: none"> <li>Provides services to assist with local agency permitting and coordination and preparation of funding applications and grant administration.</li> </ul>
	Adrienne Bargeron ABargeron@esassoc.com 949-753-7001 (main)	CEQA Compliance <ul style="list-style-type: none"> <li>Provides services to prepare CEQA and NEPA documentation.</li> <li>Provides full-service environmental planning, CEQA/NEPA compliance, permitting, and funding support for water-resource management projects.</li> </ul>
	Neilia LaValle 5660 Katella Avenue, Suite 100 Cypress, CA 90630 neilia@paragon-partners.com	Real Estate/ Property Acquisition <ul style="list-style-type: none"> <li>Provides full-service real estate services, such as: appraisal, review and market data studies, right of way and easement acquisition, site location and acquisition, residential and commercial relocation, right of way engineering, and prior rights studies/historical research</li> </ul>



EXHIBIT C  
Task Order

#15.

**TASK ORDER – TO- XX**  
**Engineering Services for**  
**[PROJECT NAME]**  
**CIP Project No.**

This Task Order is executed pursuant to the “AGREEMENT FOR ENGINEERING SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND BLACK AND VEATCH (Contract No. OM19-20.053a) dated [DATE OF MASTER AGREEMENT] (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.:** TO-XX

**Task Order Scope of Services:**

See EXHIBIT A for Scope of [Services or Work].

Authorized Not-to Exceed Task Order Amount: [WRITTEN AMOUNT OF TASK ORDER] (\$XX,XXX)

A breakdown of fees, rates and direct costs is provided in EXHIBIT B, Fee Schedule.

**Task Order Completion Date:** [DATE TASK ORDER IS TO BE COMPLETED]

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

**EXECUTED, ACKNOWLEDGE AND AGREED:**

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

MNWD’s Representative:

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

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

Signature

## EXHIBIT D Fee Schedule

### Black & Veatch Corporation Schedule of Hourly Rates by Category

PERSONNEL CLASSIFICATIONS	2020 HOURLY BILLING RATE
Project Director/Vice President	\$275 - \$325
Project Manager 1-3	\$190 - \$275
Engineer 6-7	\$195 - \$255
Engineer 4-5	\$145 - \$205
Engineer 1-3	\$105 - \$145
O&M Specialist 5-7	\$150 - \$225
Project Controls	\$125 - \$145
Engineering Technician 5-8	\$115 - \$175
Engineering Technician 2-4	\$100 - \$130
Word Processing Specialist	\$90 - \$115
Clerical and Finance	\$90 - \$115
Project Support Assistant	\$90 - \$115

Notes:

- (1) Sub consultants will be billed at cost.
- (2) Billing rates can be adjusted on an annual basis to reflect salary increases.
- (3) Other Direct Charges will be billed at cost. Allowable Other Direct Charges include the following: Travel (transportation fares/tickets, vehicle rental & Fuel, lodging, meals, parking, tolls, IRS-approved mileage), Delivery (courier, FEDEX/UPS/Express mail, US mail) Major deliverable reproduction (photocopy, printing), Field equipment and miscellaneous supplies, Temporary labor

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
BROWN AND CALDWELL  
MNWD PROJECT: AS-NEEDED ENGINEERING SERVICES FOR CAPITAL  
IMPROVEMENT PROGRAM IMPLEMENTATION  
CONTRACT NO. OM19-20.053b**

THIS AGREEMENT (the "Agreement") is executed and dated as of \_\_\_\_\_, 2020 ("Effective Date"), by and between Brown and Caldwell, 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.

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

Section 2.1 The elements of the Services for each project Task Order under this Agreement shall include applicable sections of the Scope of Services described in Exhibit A hereto, which is incorporated herein (the "Scope of Services"). 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, in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions, 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, codes, ordinances, or other rules of the United States, of the State

# #15.

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 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 2.5 ENGINEER'S civil engineer, duly licensed in the State of California, who shall be the Principal in Charge of work, is Mike Puccio. Without prior written approval of MNWD, ENGINEER will not make any changes to ENGINEER'S Principal in Charge, in subconsultants, in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Services.

Section 2.6 If ENGINEER intends to subcontract certain Services, separate subcontracts may be entered into between ENGINEER and the subconsultants listed in Exhibit B 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 2.7 Books, documents, papers, accounting records, and other evidence pertaining to costs incurred 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 the contract for inspection by MNWD.

## **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 C and incorporated herein.

Section 3.2 Each Task Order shall be no greater than a maximum not-to-exceed amount of Two Hundred Fifty Thousand Dollars (\$250,000), 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 B.

## **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 D and incorporated herein. Total payments under this Agreement for all Task Orders collectively shall not exceed **One Million Five Hundred Thousand Dollars (\$1,500,000)**. 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 for the duration of the first term, as defined in Section VII. The Fee Schedule is limited to maximum increases of 3% a year.

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.

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. Invoices shall be paid within 30 days of receipt.

## **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 may 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.

# #15.

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

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

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

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

Section 6.3 All original drawings, written reports 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 Effective 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. 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. If said termination occurs prior to completion of any task under a Task Order for which an invoice has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by MNWD and ENGINEER of the portion of such task completed but not paid prior to said termination. MNWD shall not be liable for any costs other than the charges or portions thereof

which are specified herein. ENGINEER shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

Section 8.3 ENGINEER may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to MNWD only in the event of substantial failure by MNWD to perform in accordance with the terms of this Agreement through no fault of ENGINEER.

Section 8.4 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 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.

Section 9.2 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 neither 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.

Section 9.3 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.

Section 9.4 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. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of ENGINEER. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision

# #15.

establishing the insurer's duty to defend. 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 Commercial General Liability Insurance. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement a commercial general liability policy of insurance which shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement. The policy 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 Automobile Liability. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to MNWD. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

All insurance provided under this Section 10.3 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 10.4 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 10.5 Evidence Required. Prior to execution of the Agreement, ENGINEER shall file with MNWD evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

Section 10.6 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 10.7 Additional Insurance Provisions. The foregoing requirements as to the types and limits of insurance coverage to be maintained by ENGINEER, and any approval of said insurance by MNWD, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by ENGINEER pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

(a) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, MNWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by MNWD will be promptly reimbursed by ENGINEER or MNWD will withhold amounts sufficient to pay premium from ENGINEER payments. In the alternative, MNWD may

# #15.

cancel this Agreement.

(b) MNWD may require ENGINEER to provide complete copies of all insurance policies in effect for the duration of the Agreement.

(c) Neither MNWD nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

Section 10.8 Indemnity. To the fullest extent permitted by law, ENGINEER shall defend (with counsel reasonably approved by MNWD), indemnify and hold MNWD, its officials, officers, employees, agents and 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. Notwithstanding the foregoing, to the extent ENGINEER's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER. ENGINEER's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by MNWD, its officials, officers, employees, agents or volunteers.

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

Section 11.1 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 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 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 11.2 If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, ENGINEER and all subconsultants performing such Services must be registered with the Department of Industrial Relations. ENGINEER shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be ENGINEER's sole responsibility to comply with all applicable registration and labor compliance requirements.

## **SECTION XII - GENERAL**

Section 12.1 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 12.2 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 12.3 This is a non-exclusive Agreement for the services contemplated herein.

Section 12.4 Any notice required or permitted to be given hereunder if not otherwise specified herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service a hand delivery, and addressed to:

**MNWD:**

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

**ENGINEER:**

Brown and Caldwell  
18550 Von Karman Ave., Suite 1100  
Irvine, CA 92612  
Attn: Dave May

Section 12.5 California law shall govern the interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

Section 12.6 If any disputes should arise between the Parties concerning the Services to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, ENGINEER shall nevertheless proceed to perform the work as directed by MNWD pending settlement of the dispute.

Section 12.7 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 12.8 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than MNWD and ENGINEER.

Section 12.9 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 12.10 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

# #15.

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

Section 12.12 None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

Section 12.13 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.

**MOULTON NIGUEL WATER DISTRICT:**

**BROWN AND CALDWELL:**

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

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

(Authorized Representative of  
Engineer)

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

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

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

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

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

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

**ON-CALL PROFESSIONAL ENGINEERING SERVICES  
SCOPE OF SERVICES AS BASIS FOR EACH TASK ORDER**

**DESCRIPTION OF SCOPE OF WORK AND SERVICES**

The following task descriptions for the On-Call Engineering Services contracts are intended to be general and may apply to engineering services, preliminary and final design, bid phase services, engineering during construction, and general technical support services for various projects and operational needs including, but not limited to the following:

- technical engineering and feasibility studies
- potable water/recycled water/sewer related capital facility improvements
- general civil engineering capital improvements
- repair and rehabilitation related assessments, upgrades, and improvements
- hydraulic modeling of existing water/recycled water distribution systems
- sewer modeling of existing sewer system
- fire flow simulation modeling
- water quality assessments
- private development plan checking
- surveying services
- easement assessments and legal description development
- property acquisition/real estate services
- corrosion/cathodic protection services
- geotechnical services
- structural analysis and seismic assessments
- regulatory compliance and permitting support
- CEQA documents and compliance
- construction engineering services

In addition, more detailed descriptions will be listed within the individual scopes of work for each Task Order under this contract as the projects are identified and outlined by District staff. The descriptions contained herein are intended for Respondents to help identify the type of work to be undertaken by the District and the type of corresponding qualifications and team experience necessary to propose on this RFP. The Task Orders are envisioned to fall into multiple categories under the scope of works and are defined in sections below to assist the Respondents in categorizing resource needs.

Each Task Order will contain a unique detailed scope of work as pertinent to the project and should use the requirements listed below as a starting point.

**1. Technical Studies, Assessments, and Support Services**

The types of services anticipated under this category shall include, at a minimum, the following:

## #15.

- A. Water Quality: Perform water quality evaluations and services related to water and recycled water supply programs for recycled water treatment, distribution, and chlorine/chloramine residual management.
- B. System Optimization: Perform technical and system optimization studies for District's distribution and collection systems.
- C. Disinfection: Perform feasibility studies for existing, new and/or alternative chlorination/chloramination injection systems and facilities to support existing operations and planned capital improvement projects.
- D. Capital Improvements: Perform technical studies/assessments as required for capital related facility improvements such as site layouts; irrigation requirements; meter replacement; mechanical, electrical, structural, and instrumentation and control facilities; power supply requirements, generator upgrades and replacements; material takeoffs, engineering estimates, life-cycle cost analysis, easement and real property assessments, and other system improvement recommendations.
- E. Corrosion Control: Perform corrosion control and/or cathodic protection assessments for all conveyance/collection facilities for potable water, recycled water, and sewer infrastructure throughout the District including, but not limited to tank coating/recoating, pump station and lift station mechanical, electrical and control instrumentation facilities, pipeline failure and failure preventive assessments, etc.
- F. Structural/Seismic: Perform structural/seismic assessment of all District facilities, including, but not limited to steel tanks, concrete structures, equipment buildings, roofing, pipeline conditions, etc.
- G. Emergency Repairs: Perform emergency repair assessments as needed due to existing or potential emergency conditions requiring immediate repair, replacement or rehabilitation of existing District facilities
- H. Operational Workflow Development: Assessment and implementation plan development for various operational workflow and rehabilitation and replacement (R&R) programs including, but not limited to valve replacement program, corrosion protection program, sewer and manhole lining program, easement pipeline replacement program, tank coating plans, etc.
- I. Hydraulic Modeling: District maintains existing water, recycled water, and sewer hydraulic models that contain the configuration, age, diameter, length and other parameters of the various distribution systems. The modeling software is InfoWater and InfoSewer. The models are updated but may require calibration. Consultants will be responsible for maintenance, updating, and application of the hydraulic models for any particular given hydraulic situation required. The types of services anticipated under this category shall include the following, but not limited to:

- Fire flow analysis for existing and proposed development sites;
  - Updates of network, facility, and/or demand data;
  - Water distribution and sewer system collection modeling for facility sizing and infrastructure requirements;
  - Additional calibration/validation of the existing water/recycled water distribution and sewer collection models;
  - Use of the model for hydraulic, water age, or water quality analyses and documentation of results;
  - Review and evaluation of model results as the basis for recommending water distribution system improvements.
- J. Private Development Plan Checking: Perform plan checking for redevelopment and new development facilities including assessment of potable water, recycled water, and sewer infrastructure for compliance with District standards
- K. Surveying: Provide construction staking, easement and right-of-way verification, legal description preparation, and all other surveying needs as required by the District
- L. Geotechnical: Provide Geotechnical Services including but not limited to compaction testing, site borings, soil and trench condition assessment, soil report assessment, lab testing, contaminated soil assessment and testing, and all general geotechnical needs as required by the District
- M. Environmental/Regulatory Compliance and Permitting: Provide technical and administrative support for all pertinent project applications requiring regulatory compliance and/or permit development and processing, including, but not limited to local cities, County of Orange, SCAQMD, RWQCB, DTSC, etc. Preparation, distribution, and administration of all required CEQA documents.

## **2.0 Preliminary Design Report Preparations**

Based on technical studies, assessments performed, or as needed for planned capital projects, District may choose to develop preliminary design reports (PDR) before implementing a detailed design for a particular project. Prior to implementing the data and assumptions into final design, the data shall be presented in a PDR for approval by District. Depending on the nature of the project, this may or may not go directly into detail or final design phase.

- A. For pipelines: the PDR development may include, pipeline alignment studies, review and evaluation of utility impacts; all required permits; street moratoriums; right-of-ways and easements; design and construction requirements for local agencies, railroad, and prevailing environmental agency; traffic control; local soil conditions, trenching and paving requirements, pipeline materials, construction methodology and duration; easement acquisition, borehole and potholing activities, impact to surrounding area, relocation of existing utilities, and construction cost analysis.

## #15.

- B. For pumping/lift station facilities: PDR will typically identify all flow and water quality design parameters, all relevant system hydraulics, required equipment, site locations, site layouts, ancillary equipment, single-line electrical diagrams and comprehensive assessment of power/electrical requirements, generator replacement, preliminary P&ID's with telemetry controls, housing, easement acquisition, appurtenances, permitting issues, and construction cost analysis.
- C. For tanks/reservoir facilities: PDR will typically identify all flow and water quality design parameters, corrosion/cathodic protection requirements, recommended coatings, inlet/outlet requirements, seismic repairs/upgrades, accessibility requirements, safety needs/improvements, permitting and regulatory compliance, instrumentation and control, and cost analysis.
- D. Perform all necessary field investigations and coordinate with District and jurisdictional agencies to verify all design and construction constraints.
- E. Collect and review all applicable plans, specifications, and background reports provided by District. Research and obtain record data for all existing utilities pertinent to this project.
- F. Address a time schedule for processing special permits.
- G. Evaluate the design concept for constructability and practicality for construction phase and maintenance.
- H. Obtain soil reports as available for examination of soil condition. If necessary, perform geotechnical investigation to mitigate potential problems due to poor soil conditions, or to determine structural design criteria.
- I. Make recommendations on the design and construction methods to District, based on the most cost effective and constructible method.
- J. Development of preliminary design drawings and specifications for capital improvements, or for rehabilitation and replacement projects, as needed.
- K. Develop and submit construction cost estimates that reflects the preferred materials and methods involved in the project.
- L. Prepare a well-defined preliminary design report as required to establish agreement on scope, design and construction parameters for all project specific facilities.
- M. Develop and submit a Preliminary Site Plan (typically at a scale of 1"=20', i.e. 20 scale) for District review. The Preliminary Site Plan should include the location of the proposed and existing facilities, existing utilities, isolation valve(s), and proposed location in relation to perspective customer, easement, and right of way.



- N. Include all calculations and drawings in the preliminary design required for the final design of all project facilities.

### **3.0 Project Designs**

The Design activities for each Capital Improvement or Rehabilitation and Replacement Design Task will typically include the following, but not limited to:

- A. Perform studies to address and make recommendations on potential design and construction issues. The studies should also address advantages and disadvantages for alternatives.
- B. Field investigation and coordination with District staff. Verify locations and status of existing utilities. Perform surveying as necessary.
- C. Conduct geotechnical investigation to assess soil conditions for proper facility design.
- D. Coordination with jurisdictional agencies within the project area to obtain all necessary permits.
- E. Coordinate with the Division of Drinking Water (DDW), Regional Board, Army Corps of Engineers, local cities, County of Orange, and all jurisdictional agencies to ensure environmental and regulatory compliance with all applicable requirements.
- F. Preparation of easement acquisition packages.
- G. Develop design drawing and specifications, utilizing the design basis, water quality objectives, and other design criteria.
- H. Preparation of Engineer's Cost Estimates and Life-Cycle Analysis as needed
- I. Provide comprehensive telemetry design and implementation.
- J. Provide Engineering-During-Construction services including submittal reviews, RFI responses, and change order evaluations.
- K. Provide Project Management services during the design process, as required.

### **3.1 Final Designs**

The final design shall not commence until approval of preliminary design report or as authorized by District. If available, incorporate all aspects of the preliminary design approved by District in final design.

## #15.

Construction plans and specifications shall typically include, but not be limited to, the following:

- A. Title sheet, location map, vicinity map, and signature blocks applicable to the project.
- B. General site plan with appropriate general excavation, shoring and miscellaneous notes, basis of bearing, benchmark, and all necessary control information. Drawings shall be tied to the State Plane Coordinate system.
- C. Use base maps provided (if available) by District. Verify and revise street rights-of-way and curb lines. Develop base maps as required via photogrammetry or survey data. Note: the District will provide its digital terrain model and aerial photography which may be suitable for the design of certain projects.
- D. Show the position of all known or proposed, underground utilities and all other pertinent data on the plans.
- E. Complete design plans including civil, mechanical, electrical, instrumentation and control, and structural requirements for construction bid package.
- F. Research existing pavement thickness and material with the appropriate agency and provide available information in the bid documents.
- G. Plans shall include all record information regarding utilities, obstructions, and appurtenant data.
- H. Specifications shall be in a format approved by District. An original set of final specifications will be provided to District for reproduction along with all electronic files.
- I. The On-Call Consultant shall be responsible for the final design of the project. Plans shall be prepared on 22" x 34" sheets using the latest computer generated drafting AutoCAD version. Final plans shall be signed and sealed by a professional engineer registered in the appropriate discipline in the State of California.
- J. Prepare complete specifications and other construction contract documents required for competitive bidding of the proposed construction work. Specifications and contract documents shall be based upon District standard documents edited for application for this project. Provide five (5) sets of the full size plans and bound specifications (with 11" x 17" reduced size plans) to District for review at the 75% and 100% stage of final design. Provide fifteen (15) sets for bidding.
- K. Meet with District staff after design documents have been reviewed. Resolve and incorporate District comments into design documents.

### 3.2 Easements and Right of Way

- A. Prepare legal description and sketches for all required easements, including dimensions, parcel identification, contact and easement information.
- B. Coordinate with District easement acquisition requirements and procedures. Provide technical support, plans, maps, and legal description to the District and interested parties as required. Temporary easements shall include the areas to be acquired and the temporary construction easement required.

### 3.3 Permits

Consultant may be responsible for coordinating with agencies involved in the project.

- A. Prepare comprehensive permitting plan.
- B. Prepare and file required permits on the behalf of District.
- C. Submit copies of approved permits to District.
- D. Design of associated facilities shall be in accordance with all provisions of permits from the corresponding agencies with jurisdiction over the project site for any work associated with the project within the public right of way controlled by those agencies.

### 3.4 Geotechnical Investigations

Consultant may be responsible for performing and verifying geotechnical investigations.

- A. Perform comprehensive geotechnical investigation to include adequate borings for proper design of proposed pipeline or distribution/collection facilities, and appurtenances. Coordinate with the affected cities and agencies to obtain required permits to conduct geotechnical investigations. Copies of the final Geotechnical Report shall be provided to District.
- B. Perform applicable geotechnical lab tests (i.e. compaction, permeability, consolidation, corrosion, etc.) to provide sufficient information to provide a comprehensive design.
- C. Other geotechnical requirements shall include, but not limited to, laboratory testing for potential soil contamination. Due to the potential of encountering contaminated soils at some sites, a specification may be prepared for directing the pipeline construction contractor how to properly handle the soils while proceeding forward with the construction effort without interruptions to schedule.

# #15.

## 3.5 Potholing

Consultant shall pothole all utilities services along the pipeline alignment and associated appurtenances to determine potential conflicts. Completed potholing data should be included at the 75% or base drawing design submittal. All potholing information shall be included on the plan and profile drawings.

## 3.6 Utility Research

Comprehensive research for above and underground utilities shall be conducted at all local cities, utilities, municipal agencies, Metrolink, Caltrans, and railroads to identify all utilities spanning along the proposed pipeline alignment. All utility research shall be shown on the plan and profile drawings and applicable details.

## 3.7 Traffic Control Plans

Coordinate with affected cities and local agencies to develop comprehensive traffic control plans for each project. Specific traffic restrictions, moratoriums, and lane closure requirements shall be shown on the drawings for each city and associated portion of the impacted project or alignment. Traffic control plans shall be in the same format as the associated facility plans and included in the plan sets for review. Traffic impacts shall be addressed during design phase to develop appropriate traffic control plans along the entire proposed project or pipeline alignment. Considerations to minimize the traffic impacts shall be taken into account in all residential, schools, emergency facilities, and business areas.

## 3.8 Survey

Provide ground control survey for right-of-way, street centerlines, curbs and gutters, sidewalk, easement, surface and utility appurtenances finish grade, pipeline, utility location, structural, and other elements relevant to prepare comprehensive project drawings and/or pipeline plan and profile for water/recycled water/sewer related construction documents.

## 3.9 Telemetry

Prepare comprehensive layout and detail plans for radio monitoring SCADA systems. The comprehensive plans shall include plan and sectional views of equipment layout, logic control diagrams, details of transmitting equipment, and details of other appurtenances required to integrate with SCADA system implemented by the District.

## 3.10 Engineer's Construction Cost Estimate

Prepare construction cost estimates for the proposed work covered by final plans and specifications for the bid proposal package and for each design task. Cost estimates may be required at the preliminary, 75% and 100% design submittal phases.

### 3.11 Shutdown/Tie-In Procedures

Develop a detailed shutdown/tie-in procedure for projects which impact ongoing distribution, storage, and pumping operations.

## **4.0 CONSTRUCTION BID PHASE**

The following section describes anticipated construction bid phase work for potential Design Tasks assigned to the Consultant. Variations in magnitude of Design Task will be reflected in actual scope of work for each Design Task submitted to the Consultant.

### 4.1 General Administration and Meetings

Conduct pre-bid meetings. Prepare and distribute agendas and minutes. Participate in the pre-bid meetings with potential bidders.

### 4.2 Engineering Services

- A. Provide technical support at the pre-bid meeting.
- B. Prepare responses to Request for Information (RFI) and Request for Clarification (RFC) that may include approving or rejecting, or clarification to specified design.
- C. Prepare, issue, and maintain records of Document Addenda.
- D. Coordination with District staff to review all bids and to make a determination of the lowest responsible, responsive bidder.
- E. If necessary, the Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

## **5.0 CONSTRUCTION ENGINEERING SERVICES PHASE**

The following section describes the anticipated construction engineering phase work for potential Design Tasks assigned to the Consultant or as deemed necessary for various construction works that may occur throughout the contract duration.

### 5.1 General Administration and Meetings

- A. Conduct pre-construction conferences, including preparation of agendas and minutes.
- B. Schedule to participate in bi-weekly construction meetings with District to review progress of the project and exchange ideas and information.

# #15.

## 5.2 Engineering Services






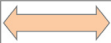

- A. Review shop drawings and other submittals for complete and strict conformance with contract documents. Assure deviations or substitutions submitted by contractor shall be equal to or of better quality than specified in the contract documents. Review all substitutions with District Staff and make recommendation for implementation. Receive concurrence from District staff prior to approving any substitution. Submit copies of preliminary and final shop drawings to District that have been reviewed for conformance.
- B. Establish a standardized filing system for all Project-related documentation. All Project-related documentation (e.g. correspondence, RFIs/RFCs, contractor submittals, engineer's submittal review comments, etc.) shall be neatly organized and filed by utilizing a standardized naming system. Electronic copies of all Project-related documentation shall be transmitted to the District in PDF format upon completion of the Project work.
- C. Prepare monthly reports documenting status of the Project budget, potential Project issues and all work performed during the reporting period (e.g. number of RFIs and submittals reviewed, number of meetings attended, etc.). Monthly report shall accompany the invoice submitted by the Consultant each month.
- D. Review change order requests submitted by the construction contractor and make formal statement regarding entitlement and merit of contractor's request.
- E. Prepare response to all design related Requests for Information (RFI) and Requests for Clarification (RFC).
- F. Prepare revisions to contract drawings and/or specifications to resolve conflicts.
- G. Factory witness testing of pumping equipment, electrical distribution equipment and control systems, etc., required for the project and as directed by the District.
- H. Specialty inspection: Consultant shall provide certified specialty inspectors as required and as requested by the District for various construction works, including but not limited to soil testing, welding, concrete, structural, corrosion, coatings, etc.
- I. Start-up assistance. Consultant shall assist construction contractor and the District's construction manager in start-up and commissioning of the various facility improvements as directed by the District.
- J. Project close-out. Consultant shall assist in the development of Project punch lists and coordinate delivery of Project-related documentation including warranties, guarantees and operations and maintenance manuals.

- K. Preparation of record drawings. Consultant shall prepare record drawing set based on the red-line drawings submitted by the construction contractor. Record drawings shall be prepared using the latest version of AutoCAD. Electronic copies shall be submitted to the District in both AutoCAD and PDF formats along with three (3) hard copies of the record drawings on 22" x 34" sheets, plus one (1) mylar set.

## EXHIBIT B List of Subconsultants

### Subconsultants

To strengthen our team, we made deliberate teaming choices to provide you with highly skilled, reliable resources. The professional capabilities of each firm are briefly highlighted below. We have successfully collaborated on previous projects with the majority of the subconsultants identified. These established working relationships will translate to effective communication, trust and safety in the field, schedule efficiency, and the best value for the District. Our TO Managers will coordinate, manage, and be ultimately accountable for all work performed by our subconsultants.

Firm and Contact Information	Role and Firm Overview	Project Experience Working With BC
 <p><b>Corrosion Probe, Inc.</b> Randy Nixon P   860.767.4402 E   nixonr@cpengineering.com</p>	<p><b>Corrosion Control/Condition Assessment.</b> A corrosion and materials engineering/consulting firm offering corrosion protection and structural rehabilitation to assist clients in protecting their valuable infrastructure.</p>	<ul style="list-style-type: none"> <li>Rattlesnake Reservoir Pump Station, Irvine Ranch Water District</li> <li>P-1220 CPEN Raw Water Pipeline, U.S. Navy, Naval Facilities Engineering Command, Southwest Division</li> </ul>
 <p><b>EPIC Land Solutions, Inc.</b> BJ Swanner P   310.626.4852 E   bswanner@epicland.com</p>	<p><b>Property Acquisition/Real Estate Services.</b> A right-of-way and real property consulting firm. They specialize in obtaining temporary construction easement, permanent property rights, and partial to full rights acquisitions to support the improvement or relocation of infrastructure.</p>	<ul style="list-style-type: none"> <li>Allen-McColloch Pipeline Rehabilitation, Metropolitan Water District of Southern California</li> </ul>
 <p><b>Hushmand Associates, Inc.</b> Ben Hushmand P   949.777.1266 E   ben@haieng.com</p>	<p><b>Seismic/Geotechnical.</b> They offer expertise in a wide array of geotechnical and geologic services to determine the characteristics of soil conditions and recommend design parameters to support client projects.</p>	<ul style="list-style-type: none"> <li>Not applicable</li> </ul>
 <p><b>KDM Meridian</b> Richard Maher P   949.768.0731 E   rmaher@kdmmeridian.com</p>	<p><b>Survey.</b> They specialize in providing surveying and mapping services using the latest technologies to help clients make better decisions in consideration of location, people, and the environment.</p>	<ul style="list-style-type: none"> <li>J-124 Digester Gas Facilities Rehabilitation, OCSD</li> <li>Newport Force Main Rehabilitation, Project 5-60, OCSD</li> </ul>
 <p><b>T2 Utility Engineers</b> Matt Tomanek P   714.487.5780 E   matt.tomanek@cardno.com</p>	<p><b>Potholing.</b> They provide potholing and subsurface utility engineering services to locate and understand underground utilities to help clients make informed decisions, avoid costly conflicts or project delays, and minimize risk.</p>	<ul style="list-style-type: none"> <li>On-Call Wastewater and Environmental Engineering, City of Los Angeles, Bureau of Engineering</li> <li>Newport Force Main Rehabilitation, Project 5-60, OCSD</li> </ul>
 <p><b>Traffic Control Engineering, Inc.</b> David Kuan P   714.447.6077 E   trafficcontroleng@yahoo.com</p>	<p><b>Traffic Control.</b> They prepare traffic control plans and detour plans, and conduct traffic impact studies and alternative alignment evaluations to safely and expeditiously guide traffic through or around construction activities.</p>	<ul style="list-style-type: none"> <li>On-Call Planning Services, PS18-05 Future Site Plan Development, OCSD</li> <li>Newport Force Main Rehabilitation, Project 5-60, OCSD</li> </ul>
 <p><b>Yorke Engineering, LLC</b> Brian Yorke P   949.248.8490 E   info@yorkeengr.com</p>	<p><b>Permitting.</b> Their expertise is in securing air quality and environmental permitting and compliance under the jurisdiction of the South Coast Air Quality Management District and other California air districts.</p>	<ul style="list-style-type: none"> <li>Northeast Interceptor Sewer Phase 2/ Glendale Burbank Interceptor Sewer Preliminary Design Services, City of Los Angeles, Bureau of Engineering</li> <li>J-124 Digester Gas Facilities Rehabilitation, OCSD</li> </ul>



**EXHIBIT C  
Task Order**

**TASK ORDER – TO- XX  
Engineering Services for  
[PROJECT NAME]  
CIP Project No.**

This Task Order is executed pursuant to the “AGREEMENT FOR ENGINEERING SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND BROWN AND CALDWELL (Contract No. OM19-20.053b) dated [DATE OF MASTER AGREEMENT] (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.:** TO-XX

**Task Order Scope of Services:**

See EXHIBIT A for Scope of [Services or Work].

Authorized Not-to Exceed Task Order Amount: [WRITTEN AMOUNT OF TASK ORDER] (\$XX,XXX)

A breakdown of fees, rates and direct costs is provided in EXHIBIT B, Fee Schedule.

**Task Order Completion Date:** [DATE TASK ORDER IS TO BE COMPLETED]

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

**EXECUTED, ACKNOWLEDGE AND AGREED:**

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

MNWD’s Representative:

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

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

Signature

## EXHIBIT D Fee Schedule

BC provided a listing of hourly labor rates by work classification and personnel in [Table 2-1](#), followed by subconsultant rate tables.

**TABLE 2-1 // BC Rates**

Labor Resources	Proposed Billing Rate
<b>Key Staff</b>	
Dave May	<b>299.40</b>
Tom Chapman	<b>271.79</b>
Mark Briggs	<b>299.40</b>
Kirstin Byrne	<b>211.16</b>
Cleve Lee	<b>211.16</b>
Richard Austin	<b>247.75</b>
Richard Birdsell	<b>263.81</b>
Manuel Alvarez	<b>181.89</b>
<i>Likely Labor Classification for TO Work</i>	
Word Processor IV	<b>181.89</b>
<b>Project Analyst</b>	
Accountant III	<b>85.72</b>
Engineer/Scientist II	<b>128.58</b>
Engineer/Scientist III	<b>108.72</b>
Sr Engineer/Scientist	<b>108.72</b>
Principal Engineer/Scientist	<b>128.58</b>
Supervising Engineer/Scientist	<b>149.48</b>
Managing Engineer/Scientist	<b>181.89</b>
Chief Engineer/Scientist	<b>128.58</b>
Jr CADD	<b>149.48</b>
CAD	<b>181.89</b>
Sr CADD	<b>301.06</b>
Vice President	<b>128.58</b>
	<b>149.48</b>
	<b>181.89</b>
	<b>301.06</b>

1. Rates shown are valid for the entire contract period. BC will not request any rate escalation during the contract period.

2. Other direct costs billed as allowed on each TO.

BC is in general concurrence with the terms and conditions set forth based on our understanding of the proposed work as identified in Appendix A Scope of Work and submit the following assumptions and limitations for clarification.

### Scope of Work Assumptions and Limitations

#### Consultant Opinion of Costs

The District acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. The District acknowledges that such influences may not be precisely forecasted and are beyond the control of CONSULTANT and that actual costs incurred may vary substantially from the estimates prepared by CONSULTANT. CONSULTANT does not warrant or guarantee the accuracy of construction or development cost estimates.

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
DUDEK  
MNWD PROJECT: AS-NEEDED ENGINEERING SERVICES FOR CAPITAL  
IMPROVEMENT PROGRAM IMPLEMENTATION  
CONTRACT NO. OM19-20.053c**

THIS AGREEMENT (the "Agreement") is executed and dated as of \_\_\_\_\_, 2020 ("Effective Date"), by and between Dudek hereinafter referred to as the "ENGINEER" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of engineering services to MNWD by ENGINEER. MNWD and ENGINEER may sometimes be referred to in this Agreement individually as "Party" and together as "Parties."

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.

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

Section 2.1 The elements of the Services for each project Task Order under this Agreement shall include applicable sections of the Scope of Services described in Exhibit A hereto, which is incorporated herein (the "Scope of Services"). 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, in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions, 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, codes, 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

# #15.

authority or agency including but not limited to MNWD.

Section 2.4 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 2.5 ENGINEER'S civil engineer, duly licensed in the State of California, who shall be the Principal in Charge of work, is Bob Ohlund. Without prior written approval of MNWD, ENGINEER will not make any changes to ENGINEER'S Principal in Charge, in subconsultants, in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Services.

Section 2.6 If ENGINEER intends to subcontract certain Services, separate subcontracts may be entered into between ENGINEER and the subconsultants listed in Exhibit B 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 2.7 Books, documents, papers, accounting records, and other evidence pertaining to costs incurred 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 the contract for inspection by MNWD.

## **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 C and incorporated herein.

Section 3.2 Each Task Order shall be no greater than a maximum not-to-exceed amount of Two Hundred Fifty Thousand Dollars (\$250,000), 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 B.

## **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 D and incorporated herein. Total payments under this Agreement for all Task Orders collectively shall not exceed **One Million Five Hundred Thousand Dollars (\$1,500,000)**. 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 for the duration of the first term, as defined in Section VII. The Fee Schedule is limited to maximum increases of 3% a year.

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.

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. Invoices shall be paid within 30 days of receipt.

## **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 may 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.

# #15.

Emergency Services shall be performed only after written direction is received from MNWD. A Task Order will be issued to ratify the emergency Services.

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

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

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

Section 6.3 All original drawings, written reports 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 Effective 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. 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. If said termination occurs prior to completion of any task under a Task Order for which an invoice has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by MNWD and ENGINEER of the portion of such task completed but not paid prior to said termination. MNWD shall not be liable for any costs other than the charges or portions thereof

which are specified herein. ENGINEER shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

Section 8.3 ENGINEER may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to MNWD only in the event of substantial failure by MNWD to perform in accordance with the terms of this Agreement through no fault of ENGINEER.

Section 8.4 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 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.

Section 9.2 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 neither 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.

Section 9.3 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.

Section 9.4 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. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of ENGINEER. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The following provisions shall apply if the professional

# #15.

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 Commercial General Liability Insurance. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement a commercial general liability policy of insurance which shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement. The policy 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 Automobile Liability. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to MNWD. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

All insurance provided under this Section 10.3 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 10.4 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 10.5 Evidence Required. Prior to execution of the Agreement, ENGINEER shall file with MNWD evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

Section 10.6 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 10.7 Additional Insurance Provisions. The foregoing requirements as to the types and limits of insurance coverage to be maintained by ENGINEER, and any approval of said insurance by MNWD, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by ENGINEER pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

(a) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, MNWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by MNWD will be promptly reimbursed by ENGINEER or MNWD will withhold amounts sufficient to pay premium from ENGINEER payments. In the alternative, MNWD may

# #15.

cancel this Agreement.

(b) MNWD may require ENGINEER to provide complete copies of all insurance policies in effect for the duration of the Agreement.

(c) Neither MNWD nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

Section 10.8 Indemnity. To the fullest extent permitted by law, ENGINEER shall defend (with counsel reasonably approved by MNWD), indemnify and hold MNWD, its officials, officers, employees, agents and 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. Notwithstanding the foregoing, to the extent ENGINEER's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER. ENGINEER's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by MNWD, its officials, officers, employees, agents or volunteers.

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

Section 11.1 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 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 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 11.2 If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, ENGINEER and all subconsultants performing such Services must be registered with the Department of Industrial Relations. ENGINEER shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be ENGINEER's sole responsibility to comply with all applicable registration and labor compliance requirements.

## **SECTION XII - GENERAL**

Section 12.1 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 12.2 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 12.3 This is a non-exclusive Agreement for the services contemplated herein.

Section 12.4 Any notice required or permitted to be given hereunder if not otherwise specified herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service a hand delivery, and addressed to:

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

**ENGINEER:**  
Dudek  
27372 Calle Arroyo  
San Juan Capistrano, CA 92675  
Attn: Russ Bergholz

Section 12.5 California law shall govern the interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

Section 12.6 If any disputes should arise between the Parties concerning the Services to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, ENGINEER shall nevertheless proceed to perform the work as directed by MNWD pending settlement of the dispute.

Section 12.7 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 12.8 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than MNWD and ENGINEER.

Section 12.9 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 12.10 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

# #15.

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

Section 12.12 None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

Section 12.13 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.

**MOULTON NIGUEL WATER DISTRICT:**

**DUDEK:**

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

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

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

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

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

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

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

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

## EXHIBIT A Scope of Services

### ON-CALL PROFESSIONAL ENGINEERING SERVICES SCOPE OF SERVICES AS BASIS FOR EACH TASK ORDER

#### DESCRIPTION OF SCOPE OF WORK AND SERVICES

The following task descriptions for the On-Call Engineering Services contracts are intended to be general and may apply to engineering services, preliminary and final design, bid phase services, engineering during construction, and general technical support services for various projects and operational needs including, but not limited to the following:

- technical engineering and feasibility studies
- potable water/recycled water/sewer related capital facility improvements
- general civil engineering capital improvements
- repair and rehabilitation related assessments, upgrades, and improvements
- hydraulic modeling of existing water/recycled water distribution systems
- sewer modeling of existing sewer system
- fire flow simulation modeling
- water quality assessments
- private development plan checking
- surveying services
- easement assessments and legal description development
- property acquisition/real estate services
- corrosion/cathodic protection services
- geotechnical services
- structural analysis and seismic assessments
- regulatory compliance and permitting support
- CEQA documents and compliance
- construction engineering services

In addition, more detailed descriptions will be listed within the individual scopes of work for each Task Order under this contract as the projects are identified and outlined by District staff. The descriptions contained herein are intended for Respondents to help identify the type of work to be undertaken by the District and the type of corresponding qualifications and team experience necessary to propose on this RFP. The Task Orders are envisioned to fall into multiple categories under the scope of works and are defined in sections below to assist the Respondents in categorizing resource needs.

Each Task Order will contain a unique detailed scope of work as pertinent to the project and should use the requirements listed below as a starting point.

#### **1. Technical Studies, Assessments, and Support Services**

The types of services anticipated under this category shall include, at a minimum, the following:

## #15.

- A. Water Quality: Perform water quality evaluations and services related to water and recycled water supply programs for recycled water treatment, distribution, and chlorine/chloramine residual management.
- B. System Optimization: Perform technical and system optimization studies for District's distribution and collection systems.
- C. Disinfection: Perform feasibility studies for existing, new and/or alternative chlorination/chloramination injection systems and facilities to support existing operations and planned capital improvement projects.
- D. Capital Improvements: Perform technical studies/assessments as required for capital related facility improvements such as site layouts; irrigation requirements; meter replacement; mechanical, electrical, structural, and instrumentation and control facilities; power supply requirements, generator upgrades and replacements; material takeoffs, engineering estimates, life-cycle cost analysis, easement and real property assessments, and other system improvement recommendations.
- E. Corrosion Control: Perform corrosion control and/or cathodic protection assessments for all conveyance/collection facilities for potable water, recycled water, and sewer infrastructure throughout the District including, but not limited to tank coating/recoating, pump station and lift station mechanical, electrical and control instrumentation facilities, pipeline failure and failure preventive assessments, etc.
- F. Structural/Seismic: Perform structural/seismic assessment of all District facilities, including, but not limited to steel tanks, concrete structures, equipment buildings, roofing, pipeline conditions, etc.
- G. Emergency Repairs: Perform emergency repair assessments as needed due to existing or potential emergency conditions requiring immediate repair, replacement or rehabilitation of existing District facilities
- H. Operational Workflow Development: Assessment and implementation plan development for various operational workflow and rehabilitation and replacement (R&R) programs including, but not limited to valve replacement program, corrosion protection program, sewer and manhole lining program, easement pipeline replacement program, tank coating plans, etc.
- I. Hydraulic Modeling: District maintains existing water, recycled water, and sewer hydraulic models that contain the configuration, age, diameter, length and other parameters of the various distribution systems. The modeling software is InfoWater and InfoSewer. The models are updated but may require calibration. Consultants will be responsible for maintenance, updating, and application of the hydraulic models for any particular given hydraulic situation required. The types of services anticipated under this category shall include the following, but not limited to:

- Fire flow analysis for existing and proposed development sites;
  - Updates of network, facility, and/or demand data;
  - Water distribution and sewer system collection modeling for facility sizing and infrastructure requirements;
  - Additional calibration/validation of the existing water/recycled water distribution and sewer collection models;
  - Use of the model for hydraulic, water age, or water quality analyses and documentation of results;
  - Review and evaluation of model results as the basis for recommending water distribution system improvements.
- J. Private Development Plan Checking: Perform plan checking for redevelopment and new development facilities including assessment of potable water, recycled water, and sewer infrastructure for compliance with District standards
- K. Surveying: Provide construction staking, easement and right-of-way verification, legal description preparation, and all other surveying needs as required by the District
- L. Geotechnical: Provide Geotechnical Services including but not limited to compaction testing, site borings, soil and trench condition assessment, soil report assessment, lab testing, contaminated soil assessment and testing, and all general geotechnical needs as required by the District
- M. Environmental/Regulatory Compliance and Permitting: Provide technical and administrative support for all pertinent project applications requiring regulatory compliance and/or permit development and processing, including, but not limited to local cities, County of Orange, SCAQMD, RWQCB, DTSC, etc. Preparation, distribution, and administration of all required CEQA documents.

## **2.0 Preliminary Design Report Preparations**

Based on technical studies, assessments performed, or as needed for planned capital projects, District may choose to develop preliminary design reports (PDR) before implementing a detailed design for a particular project. Prior to implementing the data and assumptions into final design, the data shall be presented in a PDR for approval by District. Depending on the nature of the project, this may or may not go directly into detail or final design phase.

- A. For pipelines: the PDR development may include, pipeline alignment studies, review and evaluation of utility impacts; all required permits; street moratoriums; right-of-ways and easements; design and construction requirements for local agencies, railroad, and prevailing environmental agency; traffic control; local soil conditions, trenching and paving requirements, pipeline materials, construction methodology and duration; easement acquisition, borehole and potholing activities, impact to surrounding area, relocation of existing utilities, and construction cost analysis.

## #15.

- B. For pumping/lift station facilities: PDR will typically identify all flow and water quality design parameters, all relevant system hydraulics, required equipment, site locations, site layouts, ancillary equipment, single-line electrical diagrams and comprehensive assessment of power/electrical requirements, generator replacement, preliminary P&ID's with telemetry controls, housing, easement acquisition, appurtenances, permitting issues, and construction cost analysis.
- C. For tanks/reservoir facilities: PDR will typically identify all flow and water quality design parameters, corrosion/cathodic protection requirements, recommended coatings, inlet/outlet requirements, seismic repairs/upgrades, accessibility requirements, safety needs/improvements, permitting and regulatory compliance, instrumentation and control, and cost analysis.
- D. Perform all necessary field investigations and coordinate with District and jurisdictional agencies to verify all design and construction constraints.
- E. Collect and review all applicable plans, specifications, and background reports provided by District. Research and obtain record data for all existing utilities pertinent to this project.
- F. Address a time schedule for processing special permits.
- G. Evaluate the design concept for constructability and practicality for construction phase and maintenance.
- H. Obtain soil reports as available for examination of soil condition. If necessary, perform geotechnical investigation to mitigate potential problems due to poor soil conditions, or to determine structural design criteria.
- I. Make recommendations on the design and construction methods to District, based on the most cost effective and constructible method.
- J. Development of preliminary design drawings and specifications for capital improvements, or for rehabilitation and replacement projects, as needed.
- K. Develop and submit construction cost estimates that reflects the preferred materials and methods involved in the project.
- L. Prepare a well-defined preliminary design report as required to establish agreement on scope, design and construction parameters for all project specific facilities.
- M. Develop and submit a Preliminary Site Plan (typically at a scale of 1"=20', i.e. 20 scale) for District review. The Preliminary Site Plan should include the location of the proposed and existing facilities, existing utilities, isolation valve(s), and proposed location in relation to perspective customer, easement, and right of way.



- N. Include all calculations and drawings in the preliminary design required for the final design of all project facilities.

### **3.0 Project Designs**

The Design activities for each Capital Improvement or Rehabilitation and Replacement Design Task will typically include the following, but not limited to:

- A. Perform studies to address and make recommendations on potential design and construction issues. The studies should also address advantages and disadvantages for alternatives.
- B. Field investigation and coordination with District staff. Verify locations and status of existing utilities. Perform surveying as necessary.
- C. Conduct geotechnical investigation to assess soil conditions for proper facility design.
- D. Coordination with jurisdictional agencies within the project area to obtain all necessary permits.
- E. Coordinate with the Division of Drinking Water (DDW), Regional Board, Army Corps of Engineers, local cities, County of Orange, and all jurisdictional agencies to ensure environmental and regulatory compliance with all applicable requirements.
- F. Preparation of easement acquisition packages.
- G. Develop design drawing and specifications, utilizing the design basis, water quality objectives, and other design criteria.
- H. Preparation of Engineer's Cost Estimates and Life-Cycle Analysis as needed
- I. Provide comprehensive telemetry design and implementation.
- J. Provide Engineering-During-Construction services including submittal reviews, RFI responses, and change order evaluations.
- K. Provide Project Management services during the design process, as required.

### **3.1 Final Designs**

The final design shall not commence until approval of preliminary design report or as authorized by District. If available, incorporate all aspects of the preliminary design approved by District in final design.

# #15.

Construction plans and specifications shall typically include, but not be limited to, the following:

- A. Title sheet, location map, vicinity map, and signature blocks applicable to the project.
- B. General site plan with appropriate general excavation, shoring and miscellaneous notes, basis of bearing, benchmark, and all necessary control information. Drawings shall be tied to the State Plane Coordinate system.
- C. Use base maps provided (if available) by District. Verify and revise street rights-of-way and curb lines. Develop base maps as required via photogrammetry or survey data. Note: the District will provide its digital terrain model and aerial photography which may be suitable for the design of certain projects.
- D. Show the position of all known or proposed, underground utilities and all other pertinent data on the plans.
- E. Complete design plans including civil, mechanical, electrical, instrumentation and control, and structural requirements for construction bid package.
- F. Research existing pavement thickness and material with the appropriate agency and provide available information in the bid documents.
- G. Plans shall include all record information regarding utilities, obstructions, and appurtenant data.
- H. Specifications shall be in a format approved by District. An original set of final specifications will be provided to District for reproduction along with all electronic files.
- I. The On-Call Consultant shall be responsible for the final design of the project. Plans shall be prepared on 22" x 34" sheets using the latest computer generated drafting AutoCAD version. Final plans shall be signed and sealed by a professional engineer registered in the appropriate discipline in the State of California.
- J. Prepare complete specifications and other construction contract documents required for competitive bidding of the proposed construction work. Specifications and contract documents shall be based upon District standard documents edited for application for this project. Provide five (5) sets of the full size plans and bound specifications (with 11" x 17" reduced size plans) to District for review at the 75% and 100% stage of final design. Provide fifteen (15) sets for bidding.
- K. Meet with District staff after design documents have been reviewed. Resolve and incorporate District comments into design documents.

### 3.2 Easements and Right of Way

- A. Prepare legal description and sketches for all required easements, including dimensions, parcel identification, contact and easement information.
- B. Coordinate with District easement acquisition requirements and procedures. Provide technical support, plans, maps, and legal description to the District and interested parties as required. Temporary easements shall include the areas to be acquired and the temporary construction easement required.

### 3.3 Permits

Consultant may be responsible for coordinating with agencies involved in the project.

- A. Prepare comprehensive permitting plan.
- B. Prepare and file required permits on the behalf of District.
- C. Submit copies of approved permits to District.
- D. Design of associated facilities shall be in accordance with all provisions of permits from the corresponding agencies with jurisdiction over the project site for any work associated with the project within the public right of way controlled by those agencies.

### 3.4 Geotechnical Investigations

Consultant may be responsible for performing and verifying geotechnical investigations.

- A. Perform comprehensive geotechnical investigation to include adequate borings for proper design of proposed pipeline or distribution/collection facilities, and appurtenances. Coordinate with the affected cities and agencies to obtain required permits to conduct geotechnical investigations. Copies of the final Geotechnical Report shall be provided to District.
- B. Perform applicable geotechnical lab tests (i.e. compaction, permeability, consolidation, corrosion, etc.) to provide sufficient information to provide a comprehensive design.
- C. Other geotechnical requirements shall include, but not limited to, laboratory testing for potential soil contamination. Due to the potential of encountering contaminated soils at some sites, a specification may be prepared for directing the pipeline construction contractor how to properly handle the soils while proceeding forward with the construction effort without interruptions to schedule.

# #15.

## 3.5 Potholing

Consultant shall pothole all utilities services along the pipeline alignment and associated appurtenances to determine potential conflicts. Completed potholing data should be included at the 75% or base drawing design submittal. All potholing information shall be included on the plan and profile drawings.

## 3.6 Utility Research

Comprehensive research for above and underground utilities shall be conducted at all local cities, utilities, municipal agencies, Metrolink, Caltrans, and railroads to identify all utilities spanning along the proposed pipeline alignment. All utility research shall be shown on the plan and profile drawings and applicable details.

## 3.7 Traffic Control Plans

Coordinate with affected cities and local agencies to develop comprehensive traffic control plans for each project. Specific traffic restrictions, moratoriums, and lane closure requirements shall be shown on the drawings for each city and associated portion of the impacted project or alignment. Traffic control plans shall be in the same format as the associated facility plans and included in the plan sets for review. Traffic impacts shall be addressed during design phase to develop appropriate traffic control plans along the entire proposed project or pipeline alignment. Considerations to minimize the traffic impacts shall be taken into account in all residential, schools, emergency facilities, and business areas.

## 3.8 Survey

Provide ground control survey for right-of-way, street centerlines, curbs and gutters, sidewalk, easement, surface and utility appurtenances finish grade, pipeline, utility location, structural, and other elements relevant to prepare comprehensive project drawings and/or pipeline plan and profile for water/recycled water/sewer related construction documents.

## 3.9 Telemetry

Prepare comprehensive layout and detail plans for radio monitoring SCADA systems. The comprehensive plans shall include plan and sectional views of equipment layout, logic control diagrams, details of transmitting equipment, and details of other appurtenances required to integrate with SCADA system implemented by the District.

## 3.10 Engineer's Construction Cost Estimate

Prepare construction cost estimates for the proposed work covered by final plans and specifications for the bid proposal package and for each design task. Cost estimates may be required at the preliminary, 75% and 100% design submittal phases.

### 3.11 Shutdown/Tie-In Procedures

Develop a detailed shutdown/tie-in procedure for projects which impact ongoing distribution, storage, and pumping operations.

## **4.0 CONSTRUCTION BID PHASE**

The following section describes anticipated construction bid phase work for potential Design Tasks assigned to the Consultant. Variations in magnitude of Design Task will be reflected in actual scope of work for each Design Task submitted to the Consultant.

### 4.1 General Administration and Meetings

Conduct pre-bid meetings. Prepare and distribute agendas and minutes. Participate in the pre-bid meetings with potential bidders.

### 4.2 Engineering Services

- A. Provide technical support at the pre-bid meeting.
- B. Prepare responses to Request for Information (RFI) and Request for Clarification (RFC) that may include approving or rejecting, or clarification to specified design.
- C. Prepare, issue, and maintain records of Document Addenda.
- D. Coordination with District staff to review all bids and to make a determination of the lowest responsible, responsive bidder.
- E. If necessary, the Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

## **5.0 CONSTRUCTION ENGINEERING SERVICES PHASE**

The following section describes the anticipated construction engineering phase work for potential Design Tasks assigned to the Consultant or as deemed necessary for various construction works that may occur throughout the contract duration.

### 5.1 General Administration and Meetings

- A. Conduct pre-construction conferences, including preparation of agendas and minutes.
- B. Schedule to participate in bi-weekly construction meetings with District to review progress of the project and exchange ideas and information.

# #15.

## 5.2 Engineering Services

- A. Review shop drawings and other submittals for complete and strict conformance with contract documents. Assure deviations or substitutions submitted by contractor shall be equal to or of better quality than specified in the contract documents. Review all substitutions with District Staff and make recommendation for implementation. Receive concurrence from District staff prior to approving any substitution. Submit copies of preliminary and final shop drawings to District that have been reviewed for conformance.
- B. Establish a standardized filing system for all Project-related documentation. All Project-related documentation (e.g. correspondence, RFIs/RFCs, contractor submittals, engineer's submittal review comments, etc.) shall be neatly organized and filed by utilizing a standardized naming system. Electronic copies of all Project-related documentation shall be transmitted to the District in PDF format upon completion of the Project work.
- C. Prepare monthly reports documenting status of the Project budget, potential Project issues and all work performed during the reporting period (e.g. number of RFIs and submittals reviewed, number of meetings attended, etc.). Monthly report shall accompany the invoice submitted by the Consultant each month.
- D. Review change order requests submitted by the construction contractor and make formal statement regarding entitlement and merit of contractor's request.
- E. Prepare response to all design related Requests for Information (RFI) and Requests for Clarification (RFC).
- F. Prepare revisions to contract drawings and/or specifications to resolve conflicts.
- G. Factory witness testing of pumping equipment, electrical distribution equipment and control systems, etc., required for the project and as directed by the District.
- H. Specialty inspection: Consultant shall provide certified specialty inspectors as required and as requested by the District for various construction works, including but not limited to soil testing, welding, concrete, structural, corrosion, coatings, etc.
- I. Start-up assistance. Consultant shall assist construction contractor and the District's construction manager in start-up and commissioning of the various facility improvements as directed by the District.
- J. Project close-out. Consultant shall assist in the development of Project punch lists and coordinate delivery of Project-related documentation including warranties, guarantees and operations and maintenance manuals.

- K. Preparation of record drawings. Consultant shall prepare record drawing set based on the red-line drawings submitted by the construction contractor. Record drawings shall be prepared using the latest version of AutoCAD. Electronic copies shall be submitted to the District in both AutoCAD and PDF formats along with three (3) hard copies of the record drawings on 22" x 34" sheets, plus one (1) mylar set.

**EXHIBIT B  
Fee Schedule****Converse Consultants, Inc.**

*Geotechnical Engineering*  
185 E Paularino Ave, Suite  
B Costa Mesa, CA 92626  
Hashmi Quazi, PhD, PE,  
GE –909.474.2847

**Guida Surveying, Inc.**

*Survey & Mapping*  
9241 Irvine Blvd, Suite 100  
Irvine, CA 92618  
Ralph Guida, PLS  
- 949.777.2000

**Kana Subsurface Engineering**

*Potholing & Utilities*  
9674 Hermosa Avenue  
Rancho Cucamonga CA,  
91730  
Malouamaua Tauaese, Jr. (Malo)  
-909.767.5616

**Moraes| Pham & Associates**

*Electrical Engineering / I&C*  
2131 Palomar Airport Road, Suite 120  
Carlsbad, California 92011  
760.431.7177  
Joe Moraes, PE – Electrical  
Engineering

**Kelsey Structural**

*Structural Engineering*  
8320 Lake Ashwood Avenue  
San Diego, CA 92119  
Guy Kelsey, SE, PE  
–619.534.1150

**R.F. Yeager & Associates**

*Corrosion  
Engineering/Cathodic  
Protection*  
9562 Winter Gardens, Suite D-151  
Lakeside, CA 92040  
Rick Yeager, Jr.  
-619.647.6265

**Traffic Management**

**Inc. Traffic Engineering**  
2435 Lemon Ave  
Signal Hill, CA 90755  
Micah Hershberg  
– 800.763.3999

**Harper & Associates**

**Engineering Reservoir  
Rehabilitation**  
1240 E. Ontario Ave. Suite 102  
Corona CA, 92881  
Krista Harper, PE  
- 951.373.9196



EXHIBIT C  
Task Order

#15.

**TASK ORDER – TO- XX**  
**Engineering Services for**  
**[PROJECT NAME]**  
**CIP Project No.**

This Task Order is executed pursuant to the “AGREEMENT FOR ENGINEERING SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND DUDEK (Contract No. OM19-20.053c) dated [DATE OF MASTER AGREEMENT] (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.:** TO-XX

**Task Order Scope of Services:**

See EXHIBIT A for Scope of [Services or Work].

Authorized Not-to Exceed Task Order Amount: [WRITTEN AMOUNT OF TASK ORDER] (\$XX,XXX)

A breakdown of fees, rates and direct costs is provided in EXHIBIT B, Fee Schedule.

**Task Order Completion Date:** [DATE TASK ORDER IS TO BE COMPLETED]

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

**EXECUTED, ACKNOWLEDGE AND AGREED:**

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

MNWD's Representative:

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

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

Signature

**ENGINEERING SERVICES**

Project Director.....	\$290.00/hr
Principal Engineer III.....	\$270.00/hr
Principal Engineer II.....	\$260.00/hr
Principal Engineer I.....	\$250.00/hr
Program Manager.....	\$235.00/hr
Senior Project Manager.....	\$235.00/hr
Project Manager.....	\$230.00/hr
Senior Engineer III.....	\$225.00/hr
Senior Engineer II.....	\$215.00/hr
Senior Engineer I.....	\$205.00/hr
Project Engineer IV/Technician IV.....	\$195.00/hr
Project Engineer III/Technician III.....	\$185.00/hr
Project Engineer II/Technician II.....	\$170.00/hr
Project Engineer I/Technician I.....	\$155.00/hr
Senior Designer.....	\$175.00/hr
Designer.....	\$165.00/hr
Assistant Designer.....	\$160.00/hr
CADD Operator III.....	\$155.00/hr
CADD Operator II.....	\$145.00/hr
CADD Operator I.....	\$130.00/hr
CADD Drafter.....	\$120.00/hr
CADD Technician.....	\$110.00/hr
Project Coordinator.....	\$135.00/hr
Engineering Assistant.....	\$115.00/hr

**ENVIRONMENTAL SERVICES**

Project Director.....	\$245.00/hr
Senior Specialist IV.....	\$230.00/hr
Senior Specialist III.....	\$220.00/hr
Senior Specialist II.....	\$200.00/hr
Senior Specialist I.....	\$190.00/hr
Specialist V.....	\$180.00/hr
Specialist IV.....	\$170.00/hr
Specialist III.....	\$160.00/hr
Specialist II.....	\$145.00/hr
Specialist I.....	\$130.00/hr
Analyst V.....	\$120.00/hr
Analyst IV.....	\$110.00/hr
Analyst III.....	\$100.00/hr
Analyst II.....	\$90.00/hr
Analyst I.....	\$80.00/hr
Technician IV.....	\$90.00/hr
Technician III.....	\$80.00/hr
Technician II.....	\$70.00/hr
Technician I.....	\$60.00/hr
Compliance Monitor.....	\$95.00/hr

**DATA MANAGEMENT SERVICES**

GIS Programmer I.....	\$185.00/hr
GIS Specialist IV.....	\$160.00/hr
GIS Specialist III.....	\$150.00/hr
GIS Specialist II.....	\$140.00/hr
GIS Specialist I.....	\$130.00/hr
Data Analyst III.....	\$100.00/hr
Data Analyst II.....	\$90.00/hr
Data Analyst I.....	\$80.00/hr
UAS Pilot.....	\$100.00/hr

**CONSTRUCTION MANAGEMENT SERVICES**

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$165.00/hr
Construction Manager.....	\$155.00/hr
Project Manager.....	\$145.00/hr
Resident Engineer.....	\$145.00/hr
Construction Engineer.....	\$140.00/hr
On-site Owner's Representative.....	\$140.00/hr
Construction Inspector III.....	\$130.00/hr
Construction Inspector II.....	\$120.00/hr
Construction Inspector I.....	\$110.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

**HYDROGEOLOGICAL SERVICES**

Project Director.....	\$285.00/hr
Principal Hydrogeologist/Engineer II.....	\$265.00/hr
Principal Hydrogeologist/Engineer I.....	\$250.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$235.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$220.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$205.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$190.00/hr
Hydrogeologist VI/Engineer VI.....	\$175.00/hr
Hydrogeologist V/Engineer V.....	\$165.00/hr
Hydrogeologist IV/Engineer IV.....	\$155.00/hr
Hydrogeologist III/Engineer III.....	\$145.00/hr
Hydrogeologist II/Engineer II.....	\$135.00/hr
Hydrogeologist I/Engineer I.....	\$125.00/hr
Technician.....	\$100.00/hr

**DISTRICT MANAGEMENT & OPERATIONS**

District General Manager.....	\$195.00/hr
District Engineer.....	\$185.00/hr
Operations Manager.....	\$160.00/hr
District Secretary/Accountant.....	\$120.00/hr
Collections System Manager.....	\$135.00/hr
Grade V Operator.....	\$125.00/hr
Grade IV Operator.....	\$110.00/hr
Grade III Operator.....	\$100.00/hr
Grade II Operator.....	\$75.00/hr
Grade I Operator.....	\$70.00/hr
Operator in Training.....	\$65.00/hr
Collection Maintenance Worker II.....	\$75.00/hr
Collection Maintenance Worker I.....	\$65.00/hr

**VISUAL SERVICES**

*Technical/Drafting/CADD Services*

3D Graphic Artist.....	\$180.00/hr
Graphic Designer IV.....	\$160.00/hr
Graphic Designer III.....	\$145.00/hr
Graphic Designer II.....	\$130.00/hr
Graphic Designer I.....	\$115.00/hr

**PUBLICATIONS SERVICES**

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration.....	\$90.00/hr

**Forensic Engineering** – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

**Emergency and Holidays** – Minimum charge of two hours will be billed at 1.75 times the normal rate.

**Material and Outside Services** – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

**Travel Expenses** – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

**Invoices, Late Charges** – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

**Annual Increases** – Unless identified otherwise, these standard rates will increase 3% annually.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
TETRA TECH  
MNWD PROJECT: AS-NEEDED ENGINEERING SERVICES FOR CAPITAL  
IMPROVEMENT PROGRAM IMPLEMENTATION  
CONTRACT NO. OM19-20.053d**

THIS AGREEMENT (the "Agreement") is executed and dated as of \_\_\_\_\_, 2020 ("Effective Date"), by and between Tetra Tech, 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.

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

Section 2.1 The elements of the Services for each project Task Order under this Agreement shall include applicable sections of the Scope of Services described in Exhibit A hereto, which is incorporated herein (the "Scope of Services"). 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, in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions, 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, codes, 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

# #15.

authority or agency including but not limited to MNWD.

Section 2.4 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 2.5 ENGINEER'S civil engineer, duly licensed in the State of California, who shall be the Principal in Charge of work, is Tom Epperson. Without prior written approval of MNWD, ENGINEER will not make any changes to ENGINEER'S Principal in Charge, in subconsultants, in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Services.

Section 2.6 If ENGINEER intends to subcontract certain Services, separate subcontracts may be entered into between ENGINEER and the subconsultants listed in Exhibit B 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 2.7 Books, documents, papers, accounting records, and other evidence pertaining to costs incurred 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 the contract for inspection by MNWD.

## **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 C and incorporated herein.

Section 3.2 Each Task Order shall be no greater than a maximum not-to-exceed amount of Two Hundred Fifty Thousand Dollars (\$250,000), 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 B.

## **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 D and incorporated herein. Total payments under this Agreement for all Task Orders collectively shall not exceed **One Million Five Hundred Thousand Dollars (\$1,500,000)**. 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 for the duration of the first term, as defined in Section VII. The Fee Schedule is limited to maximum increases of 3% a year.

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.

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. Invoices shall be paid within 30 days of receipt.

## **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 may 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.

# #15.

Emergency Services shall be performed only after written direction is received from MNWD. A Task Order will be issued to ratify the emergency Services.

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

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

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

Section 6.3 All original drawings, written reports 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 Effective 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. 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. If said termination occurs prior to completion of any task under a Task Order for which an invoice has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by MNWD and ENGINEER of the portion of such task completed but not paid prior to said termination. MNWD shall not be liable for any costs other than the charges or portions thereof

which are specified herein. ENGINEER shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

Section 8.3 ENGINEER may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to MNWD only in the event of substantial failure by MNWD to perform in accordance with the terms of this Agreement through no fault of ENGINEER.

Section 8.4 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 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.

Section 9.2 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 neither 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.

Section 9.3 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.

Section 9.4 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. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of ENGINEER. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The following provisions shall apply if the professional

# #15.

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 Commercial General Liability Insurance. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement a commercial general liability policy of insurance which shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement. The policy 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 Automobile Liability. ENGINEER and each of its subconsultants shall maintain throughout the term of this Agreement Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to MNWD. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

All insurance provided under this Section 10.3 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 10.4 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 10.5 Evidence Required. Prior to execution of the Agreement, ENGINEER shall file with MNWD evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

Section 10.6 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 10.7 Additional Insurance Provisions. The foregoing requirements as to the types and limits of insurance coverage to be maintained by ENGINEER, and any approval of said insurance by MNWD, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by ENGINEER pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

(a) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, MNWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by MNWD will be promptly reimbursed by ENGINEER or MNWD will withhold amounts sufficient to pay premium from ENGINEER payments. In the alternative, MNWD may

# #15.

cancel this Agreement.

(b) MNWD may require ENGINEER to provide complete copies of all insurance policies in effect for the duration of the Agreement.

(c) Neither MNWD nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

Section 10.8 Indemnity. To the fullest extent permitted by law, ENGINEER shall defend (with counsel reasonably approved by MNWD), indemnify and hold MNWD, its officials, officers, employees, agents and 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. Notwithstanding the foregoing, to the extent ENGINEER's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER. ENGINEER's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by MNWD, its officials, officers, employees, agents or volunteers.

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

Section 11.1 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 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 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 11.2 If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, ENGINEER and all subconsultants performing such Services must be registered with the Department of Industrial Relations. ENGINEER shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be ENGINEER's sole responsibility to comply with all applicable registration and labor compliance requirements.

## **SECTION XII - GENERAL**

Section 12.1 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 12.2 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 12.3 This is a non-exclusive Agreement for the services contemplated herein.

Section 12.4 Any notice required or permitted to be given hereunder if not otherwise specified herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service a hand delivery, and addressed to:

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

**ENGINEER:**  
Tetra Tech  
17885 Von Karman Ave., Suite 500  
Irvine, CA 92614  
Attn: Tom Epperson

Section 12.5 California law shall govern the interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

Section 12.6 If any disputes should arise between the Parties concerning the Services to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, ENGINEER shall nevertheless proceed to perform the work as directed by MNWD pending settlement of the dispute.

Section 12.7 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 12.8 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than MNWD and ENGINEER.

Section 12.9 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 12.10 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

# #15.

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

Section 12.12 None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

Section 12.13 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.

**MOULTON NIGUEL WATER DISTRICT:**

**TETRA TECH:**

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

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

(Authorized Representative of  
Engineer)

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

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

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

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

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

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

## EXHIBIT A Scope of Services

### ON-CALL PROFESSIONAL ENGINEERING SERVICES SCOPE OF SERVICES AS BASIS FOR EACH TASK ORDER

#### DESCRIPTION OF SCOPE OF WORK AND SERVICES

The following task descriptions for the On-Call Engineering Services contracts are intended to be general and may apply to engineering services, preliminary and final design, bid phase services, engineering during construction, and general technical support services for various projects and operational needs including, but not limited to the following:

- technical engineering and feasibility studies
- potable water/recycled water/sewer related capital facility improvements
- general civil engineering capital improvements
- repair and rehabilitation related assessments, upgrades, and improvements
- hydraulic modeling of existing water/recycled water distribution systems
- sewer modeling of existing sewer system
- fire flow simulation modeling
- water quality assessments
- private development plan checking
- surveying services
- easement assessments and legal description development
- property acquisition/real estate services
- corrosion/cathodic protection services
- geotechnical services
- structural analysis and seismic assessments
- regulatory compliance and permitting support
- CEQA documents and compliance
- construction engineering services

In addition, more detailed descriptions will be listed within the individual scopes of work for each Task Order under this contract as the projects are identified and outlined by District staff. The descriptions contained herein are intended for Respondents to help identify the type of work to be undertaken by the District and the type of corresponding qualifications and team experience necessary to propose on this RFP. The Task Orders are envisioned to fall into multiple categories under the scope of works and are defined in sections below to assist the Respondents in categorizing resource needs.

Each Task Order will contain a unique detailed scope of work as pertinent to the project and should use the requirements listed below as a starting point.

#### **1. Technical Studies, Assessments, and Support Services**

The types of services anticipated under this category shall include, at a minimum, the following:

## #15.

- A. Water Quality: Perform water quality evaluations and services related to water and recycled water supply programs for recycled water treatment, distribution, and chlorine/chloramine residual management.
- B. System Optimization: Perform technical and system optimization studies for District's distribution and collection systems.
- C. Disinfection: Perform feasibility studies for existing, new and/or alternative chlorination/chloramination injection systems and facilities to support existing operations and planned capital improvement projects.
- D. Capital Improvements: Perform technical studies/assessments as required for capital related facility improvements such as site layouts; irrigation requirements; meter replacement; mechanical, electrical, structural, and instrumentation and control facilities; power supply requirements, generator upgrades and replacements; material takeoffs, engineering estimates, life-cycle cost analysis, easement and real property assessments, and other system improvement recommendations.
- E. Corrosion Control: Perform corrosion control and/or cathodic protection assessments for all conveyance/collection facilities for potable water, recycled water, and sewer infrastructure throughout the District including, but not limited to tank coating/recoating, pump station and lift station mechanical, electrical and control instrumentation facilities, pipeline failure and failure preventive assessments, etc.
- F. Structural/Seismic: Perform structural/seismic assessment of all District facilities, including, but not limited to steel tanks, concrete structures, equipment buildings, roofing, pipeline conditions, etc.
- G. Emergency Repairs: Perform emergency repair assessments as needed due to existing or potential emergency conditions requiring immediate repair, replacement or rehabilitation of existing District facilities
- H. Operational Workflow Development: Assessment and implementation plan development for various operational workflow and rehabilitation and replacement (R&R) programs including, but not limited to valve replacement program, corrosion protection program, sewer and manhole lining program, easement pipeline replacement program, tank coating plans, etc.
- I. Hydraulic Modeling: District maintains existing water, recycled water, and sewer hydraulic models that contain the configuration, age, diameter, length and other parameters of the various distribution systems. The modeling software is InfoWater and InfoSewer. The models are updated but may require calibration. Consultants will be responsible for maintenance, updating, and application of the hydraulic models for any particular given hydraulic situation required. The types of services anticipated under this category shall include the following, but not limited to:

- Fire flow analysis for existing and proposed development sites;
  - Updates of network, facility, and/or demand data;
  - Water distribution and sewer system collection modeling for facility sizing and infrastructure requirements;
  - Additional calibration/validation of the existing water/recycled water distribution and sewer collection models;
  - Use of the model for hydraulic, water age, or water quality analyses and documentation of results;
  - Review and evaluation of model results as the basis for recommending water distribution system improvements.
- J. Private Development Plan Checking: Perform plan checking for redevelopment and new development facilities including assessment of potable water, recycled water, and sewer infrastructure for compliance with District standards
- K. Surveying: Provide construction staking, easement and right-of-way verification, legal description preparation, and all other surveying needs as required by the District
- L. Geotechnical: Provide Geotechnical Services including but not limited to compaction testing, site borings, soil and trench condition assessment, soil report assessment, lab testing, contaminated soil assessment and testing, and all general geotechnical needs as required by the District
- M. Environmental/Regulatory Compliance and Permitting: Provide technical and administrative support for all pertinent project applications requiring regulatory compliance and/or permit development and processing, including, but not limited to local cities, County of Orange, SCAQMD, RWQCB, DTSC, etc. Preparation, distribution, and administration of all required CEQA documents.

## **2.0 Preliminary Design Report Preparations**

Based on technical studies, assessments performed, or as needed for planned capital projects, District may choose to develop preliminary design reports (PDR) before implementing a detailed design for a particular project. Prior to implementing the data and assumptions into final design, the data shall be presented in a PDR for approval by District. Depending on the nature of the project, this may or may not go directly into detail or final design phase.

- A. For pipelines: the PDR development may include, pipeline alignment studies, review and evaluation of utility impacts; all required permits; street moratoriums; right-of-ways and easements; design and construction requirements for local agencies, railroad, and prevailing environmental agency; traffic control; local soil conditions, trenching and paving requirements, pipeline materials, construction methodology and duration; easement acquisition, borehole and potholing activities, impact to surrounding area, relocation of existing utilities, and construction cost analysis.

## #15.

- B. For pumping/lift station facilities: PDR will typically identify all flow and water quality design parameters, all relevant system hydraulics, required equipment, site locations, site layouts, ancillary equipment, single-line electrical diagrams and comprehensive assessment of power/electrical requirements, generator replacement, preliminary P&ID's with telemetry controls, housing, easement acquisition, appurtenances, permitting issues, and construction cost analysis.
- C. For tanks/reservoir facilities: PDR will typically identify all flow and water quality design parameters, corrosion/cathodic protection requirements, recommended coatings, inlet/outlet requirements, seismic repairs/upgrades, accessibility requirements, safety needs/improvements, permitting and regulatory compliance, instrumentation and control, and cost analysis.
- D. Perform all necessary field investigations and coordinate with District and jurisdictional agencies to verify all design and construction constraints.
- E. Collect and review all applicable plans, specifications, and background reports provided by District. Research and obtain record data for all existing utilities pertinent to this project.
- F. Address a time schedule for processing special permits.
- G. Evaluate the design concept for constructability and practicality for construction phase and maintenance.
- H. Obtain soil reports as available for examination of soil condition. If necessary, perform geotechnical investigation to mitigate potential problems due to poor soil conditions, or to determine structural design criteria.
- I. Make recommendations on the design and construction methods to District, based on the most cost effective and constructible method.
- J. Development of preliminary design drawings and specifications for capital improvements, or for rehabilitation and replacement projects, as needed.
- K. Develop and submit construction cost estimates that reflects the preferred materials and methods involved in the project.
- L. Prepare a well-defined preliminary design report as required to establish agreement on scope, design and construction parameters for all project specific facilities.
- M. Develop and submit a Preliminary Site Plan (typically at a scale of 1"=20', i.e. 20 scale) for District review. The Preliminary Site Plan should include the location of the proposed and existing facilities, existing utilities, isolation valve(s), and proposed location in relation to perspective customer, easement, and right of way.



- N. Include all calculations and drawings in the preliminary design required for the final design of all project facilities.

### **3.0 Project Designs**

The Design activities for each Capital Improvement or Rehabilitation and Replacement Design Task will typically include the following, but not limited to:

- A. Perform studies to address and make recommendations on potential design and construction issues. The studies should also address advantages and disadvantages for alternatives.
- B. Field investigation and coordination with District staff. Verify locations and status of existing utilities. Perform surveying as necessary.
- C. Conduct geotechnical investigation to assess soil conditions for proper facility design.
- D. Coordination with jurisdictional agencies within the project area to obtain all necessary permits.
- E. Coordinate with the Division of Drinking Water (DDW), Regional Board, Army Corps of Engineers, local cities, County of Orange, and all jurisdictional agencies to ensure environmental and regulatory compliance with all applicable requirements.
- F. Preparation of easement acquisition packages.
- G. Develop design drawing and specifications, utilizing the design basis, water quality objectives, and other design criteria.
- H. Preparation of Engineer's Cost Estimates and Life-Cycle Analysis as needed
- I. Provide comprehensive telemetry design and implementation.
- J. Provide Engineering-During-Construction services including submittal reviews, RFI responses, and change order evaluations.
- K. Provide Project Management services during the design process, as required.

### **3.1 Final Designs**

The final design shall not commence until approval of preliminary design report or as authorized by District. If available, incorporate all aspects of the preliminary design approved by District in final design.

# #15.

Construction plans and specifications shall typically include, but not be limited to, the following:

- A. Title sheet, location map, vicinity map, and signature blocks applicable to the project.
- B. General site plan with appropriate general excavation, shoring and miscellaneous notes, basis of bearing, benchmark, and all necessary control information. Drawings shall be tied to the State Plane Coordinate system.
- C. Use base maps provided (if available) by District. Verify and revise street rights-of-way and curb lines. Develop base maps as required via photogrammetry or survey data. Note: the District will provide its digital terrain model and aerial photography which may be suitable for the design of certain projects.
- D. Show the position of all known or proposed, underground utilities and all other pertinent data on the plans.
- E. Complete design plans including civil, mechanical, electrical, instrumentation and control, and structural requirements for construction bid package.
- F. Research existing pavement thickness and material with the appropriate agency and provide available information in the bid documents.
- G. Plans shall include all record information regarding utilities, obstructions, and appurtenant data.
- H. Specifications shall be in a format approved by District. An original set of final specifications will be provided to District for reproduction along with all electronic files.
- I. The On-Call Consultant shall be responsible for the final design of the project. Plans shall be prepared on 22" x 34" sheets using the latest computer generated drafting AutoCAD version. Final plans shall be signed and sealed by a professional engineer registered in the appropriate discipline in the State of California.
- J. Prepare complete specifications and other construction contract documents required for competitive bidding of the proposed construction work. Specifications and contract documents shall be based upon District standard documents edited for application for this project. Provide five (5) sets of the full size plans and bound specifications (with 11" x 17" reduced size plans) to District for review at the 75% and 100% stage of final design. Provide fifteen (15) sets for bidding.
- K. Meet with District staff after design documents have been reviewed. Resolve and incorporate District comments into design documents.

### 3.2 Easements and Right of Way

- A. Prepare legal description and sketches for all required easements, including dimensions, parcel identification, contact and easement information.
- B. Coordinate with District easement acquisition requirements and procedures. Provide technical support, plans, maps, and legal description to the District and interested parties as required. Temporary easements shall include the areas to be acquired and the temporary construction easement required.

### 3.3 Permits

Consultant may be responsible for coordinating with agencies involved in the project.

- A. Prepare comprehensive permitting plan.
- B. Prepare and file required permits on the behalf of District.
- C. Submit copies of approved permits to District.
- D. Design of associated facilities shall be in accordance with all provisions of permits from the corresponding agencies with jurisdiction over the project site for any work associated with the project within the public right of way controlled by those agencies.

### 3.4 Geotechnical Investigations

Consultant may be responsible for performing and verifying geotechnical investigations.

- A. Perform comprehensive geotechnical investigation to include adequate borings for proper design of proposed pipeline or distribution/collection facilities, and appurtenances. Coordinate with the affected cities and agencies to obtain required permits to conduct geotechnical investigations. Copies of the final Geotechnical Report shall be provided to District.
- B. Perform applicable geotechnical lab tests (i.e. compaction, permeability, consolidation, corrosion, etc.) to provide sufficient information to provide a comprehensive design.
- C. Other geotechnical requirements shall include, but not limited to, laboratory testing for potential soil contamination. Due to the potential of encountering contaminated soils at some sites, a specification may be prepared for directing the pipeline construction contractor how to properly handle the soils while proceeding forward with the construction effort without interruptions to schedule.

# #15.

## 3.5 Potholing

Consultant shall pothole all utilities services along the pipeline alignment and associated appurtenances to determine potential conflicts. Completed potholing data should be included at the 75% or base drawing design submittal. All potholing information shall be included on the plan and profile drawings.

## 3.6 Utility Research

Comprehensive research for above and underground utilities shall be conducted at all local cities, utilities, municipal agencies, Metrolink, Caltrans, and railroads to identify all utilities spanning along the proposed pipeline alignment. All utility research shall be shown on the plan and profile drawings and applicable details.

## 3.7 Traffic Control Plans

Coordinate with affected cities and local agencies to develop comprehensive traffic control plans for each project. Specific traffic restrictions, moratoriums, and lane closure requirements shall be shown on the drawings for each city and associated portion of the impacted project or alignment. Traffic control plans shall be in the same format as the associated facility plans and included in the plan sets for review. Traffic impacts shall be addressed during design phase to develop appropriate traffic control plans along the entire proposed project or pipeline alignment. Considerations to minimize the traffic impacts shall be taken into account in all residential, schools, emergency facilities, and business areas.

## 3.8 Survey

Provide ground control survey for right-of-way, street centerlines, curbs and gutters, sidewalk, easement, surface and utility appurtenances finish grade, pipeline, utility location, structural, and other elements relevant to prepare comprehensive project drawings and/or pipeline plan and profile for water/recycled water/sewer related construction documents.

## 3.9 Telemetry

Prepare comprehensive layout and detail plans for radio monitoring SCADA systems. The comprehensive plans shall include plan and sectional views of equipment layout, logic control diagrams, details of transmitting equipment, and details of other appurtenances required to integrate with SCADA system implemented by the District.

## 3.10 Engineer's Construction Cost Estimate

Prepare construction cost estimates for the proposed work covered by final plans and specifications for the bid proposal package and for each design task. Cost estimates may be required at the preliminary, 75% and 100% design submittal phases.

### 3.11 Shutdown/Tie-In Procedures

Develop a detailed shutdown/tie-in procedure for projects which impact ongoing distribution, storage, and pumping operations.

## **4.0 CONSTRUCTION BID PHASE**

The following section describes anticipated construction bid phase work for potential Design Tasks assigned to the Consultant. Variations in magnitude of Design Task will be reflected in actual scope of work for each Design Task submitted to the Consultant.

### 4.1 General Administration and Meetings

Conduct pre-bid meetings. Prepare and distribute agendas and minutes. Participate in the pre-bid meetings with potential bidders.

### 4.2 Engineering Services

- A. Provide technical support at the pre-bid meeting.
- B. Prepare responses to Request for Information (RFI) and Request for Clarification (RFC) that may include approving or rejecting, or clarification to specified design.
- C. Prepare, issue, and maintain records of Document Addenda.
- D. Coordination with District staff to review all bids and to make a determination of the lowest responsible, responsive bidder.
- E. If necessary, the Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

## **5.0 CONSTRUCTION ENGINEERING SERVICES PHASE**

The following section describes the anticipated construction engineering phase work for potential Design Tasks assigned to the Consultant or as deemed necessary for various construction works that may occur throughout the contract duration.

### 5.1 General Administration and Meetings

- A. Conduct pre-construction conferences, including preparation of agendas and minutes.
- B. Schedule to participate in bi-weekly construction meetings with District to review progress of the project and exchange ideas and information.

# #15.

## 5.2 Engineering Services

- A. Review shop drawings and other submittals for complete and strict conformance with contract documents. Assure deviations or substitutions submitted by contractor shall be equal to or of better quality than specified in the contract documents. Review all substitutions with District Staff and make recommendation for implementation. Receive concurrence from District staff prior to approving any substitution. Submit copies of preliminary and final shop drawings to District that have been reviewed for conformance.
- B. Establish a standardized filing system for all Project-related documentation. All Project-related documentation (e.g. correspondence, RFIs/RFCs, contractor submittals, engineer's submittal review comments, etc.) shall be neatly organized and filed by utilizing a standardized naming system. Electronic copies of all Project-related documentation shall be transmitted to the District in PDF format upon completion of the Project work.
- C. Prepare monthly reports documenting status of the Project budget, potential Project issues and all work performed during the reporting period (e.g. number of RFIs and submittals reviewed, number of meetings attended, etc.). Monthly report shall accompany the invoice submitted by the Consultant each month.
- D. Review change order requests submitted by the construction contractor and make formal statement regarding entitlement and merit of contractor's request.
- E. Prepare response to all design related Requests for Information (RFI) and Requests for Clarification (RFC).
- F. Prepare revisions to contract drawings and/or specifications to resolve conflicts.
- G. Factory witness testing of pumping equipment, electrical distribution equipment and control systems, etc., required for the project and as directed by the District.
- H. Specialty inspection: Consultant shall provide certified specialty inspectors as required and as requested by the District for various construction works, including but not limited to soil testing, welding, concrete, structural, corrosion, coatings, etc.
- I. Start-up assistance. Consultant shall assist construction contractor and the District's construction manager in start-up and commissioning of the various facility improvements as directed by the District.
- J. Project close-out. Consultant shall assist in the development of Project punch lists and coordinate delivery of Project-related documentation including warranties, guarantees and operations and maintenance manuals.

- K. Preparation of record drawings. Consultant shall prepare record drawing set based on the red-line drawings submitted by the construction contractor. Record drawings shall be prepared using the latest version of AutoCAD. Electronic copies shall be submitted to the District in both AutoCAD and PDF formats along with three (3) hard copies of the record drawings on 22" x 34" sheets, plus one (1) mylar set.

**Potholing**

C-Below, Inc.  
14280 Euclid Ave  
Chino, CA 91710  
888-90-BELOW

**Painting/Coating**

Harper & Associates  
Engineering, Inc.  
1240 E. Ontario Ave., Suite 102  
Corona, CA 92881  
951/372-9196

**Environmental**

Helix Environmental  
Planning  
16485 Laguna Canyon Road, Suite 150  
Irvine, CA 92618  
949/234-8770

**Geotechnical****Investigation**

Leighton Consulting, Inc.  
17781 Cowan  
Irvine, CA 92614  
949/681-4267

**Design Survey, Mapping,  
Legal Descriptions**

Metz Surveying  
24303 Walnut St., Suite D  
Santa Clarita, CA 91321  
661/388-4492

**Corrosion/Cathodic  
Protection**

RF Yeager Engineering  
1016 Broadway, Suite A  
El Cajon, CA 92021  
619/213-0195



EXHIBIT C  
Task Order

#15.

**TASK ORDER – TO- XX**  
**Engineering Services for**  
**[PROJECT NAME]**  
**CIP Project No.**

This Task Order is executed pursuant to the “AGREEMENT FOR ENGINEERING SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND TETRA TECH (Contract No. OM19-20.053d) dated [DATE OF MASTER AGREEMENT] (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.:** TO-XX

**Task Order Scope of Services:**

See EXHIBIT A for Scope of [Services or Work].

Authorized Not-to Exceed Task Order Amount: [WRITTEN AMOUNT OF TASK ORDER] (\$XX,XXX)

A breakdown of fees, rates and direct costs is provided in EXHIBIT B, Fee Schedule.

**Task Order Completion Date:** [DATE TASK ORDER IS TO BE COMPLETED]

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

**EXECUTED, ACKNOWLEDGE AND AGREED:**

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

MNWD's Representative:

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

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

## EXHIBIT D Fee Schedule

2020

### HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

#### Project Management

Project Manager 1	\$220.00
Project Manager 2	\$260.00
Sr Project Manager	\$305.00
Program Manager	\$330.00
Principal in Charge	\$330.00

#### Engineers

Engineering Technician	\$37.00
Engineer 1	\$96.00
Engineer 2	\$115.00
Engineer 3	\$130.00
Project Engineer 1	\$150.00
Project Engineer 2	\$165.00
Sr Engineer 1	\$175.00
Sr Engineer 2	\$185.00
Sr Engineer 3	\$210.00
Principal Engineer	\$300.00

#### Planners

Planner 1	\$104.00
Planner 2	\$115.00
Sr Planner 1	\$125.00
Sr Planner 2	\$151.00
Sr Planner 3	\$175.00

#### Designers & Technicians

CAD Technician 1	\$65.00
CAD Technician 2	\$75.00
CAD Technician 3	\$90.00
CAD Designer	\$100.00
Sr CAD Designer 1	\$125.00
Sr CAD Designer 2	\$145.00
CAD Director	\$150.00
Survey Tech 1	\$50.00

#### Health & Safety

H&S Administrator	\$95.00
Sr H&S Administrator	\$115.00
H&S Manager	\$145.00

#### Construction

Construction Project Rep 1	\$78.00
Construction Project Rep 2	\$85.00
Sr Constr Project Rep 1	\$100.00
Sr Constr Project Rep 2	\$115.00
Construction Manager 1	\$165.00
Construction Manager 2	\$185.00
Construction Director	\$233.00

#### General & Administrative

Project Assistant 1	\$67.00
Project Assistant 2	\$75.00
Project Administrator	\$95.00
Sr Project Administrator	\$110.00
Sr Graphic Artist	\$150.00
Technical Writer 1	\$97.00
Technical Writer 2	\$124.00
Sr Technical Writer	\$155.00

#### Information Technology

Systems Analyst / Programmer 1	\$77.00
Systems Analyst / Programmer 2	\$115.00
Sr Sys Analyst / Programmer 1	\$130.00
Sr Systems Analyst / Programmer 2	\$196.00

#### Project Accounting

Project Analyst 1	\$90.00
Project Analyst 2	\$114.00
Sr Project Analyst	\$155.00

#### Reimbursable In-House Costs:

Photo Copies (B&W 8.5"x11")	\$ 0.15/Each
Photo Copies (B&W 11"x17")	\$ 0.40/Each
Color Copies (up to 8.5"x11")	\$ 2.00/Each
Color Copies (to 11"x17")	\$ 3.00/Each
Compact Discs	\$10/each
Large format copies	\$0.40 S.F.

Mileage-Company Vehicle	\$0.80/mile
Mileage-POV	\$0.55/mile*

\*current GSA POV mileage rate subject to change

All other direct costs, such as production, special photography, delivery services, overnight mail, printing will be billed at cost plus 15% and any other services performed by subconsultant will be billed at cost plus 5%. Rates may be increased a maximum of 3% per calendar year after the first year.

### Sample Summary Table for On-Call Engineering Contracts

- Issued 8 task orders utilizing the On-Call Professional Engineering Services Agreements (OM19-20.053). Table 1 summarizes the expenditures for the program.
  - TO-1 – Project No. 1 Design
  - TO-2 – Project No. 2 Design
  - TO-3 – Project No. 3 Design
  - TO-4 – Project No. 4 Design
  - TO-5 – Project No. 5 Design
  - TO-6 – Project No. 6 Design
  - TO-7 – Project No. 7 Design
  - TO-8 – Project No. 8 Design

<b>Table 1</b>				
<b>On-Call Professional Engineering Services Agreements (OM19-20.053)</b>				
<b>Expenditure Summary through December 2020</b>				
Consultant	Contracted Amount	Number of Task Orders Issued	Total Value of Task Orders	Remaining Contractual Amount
Black & Veatch	\$1,500,000	2	\$400,000	\$1,100,000
Brown & Caldwell	\$1,500,000	2	\$400,000	\$1,100,000
Dudek	\$1,500,000	2	\$400,000	\$1,100,000
Tetra Tech	\$1,500,000	2	\$400,000	\$1,100,000
<b>Total</b>	<b>\$6,000,000</b>	<b>8</b>	<b>\$1,600,000</b>	<b>\$4,400,000</b>





# #16.

Agreements for On-Call Construction Management and Inspection Support Services

March 12, 2020

Page 2 of 2

The on-call CM&I support services agreements allow Staff to issue individual task orders to authorized firms to assist the District in executing the CIP and providing CM&I support. Each task order will be funded by a particular CIP project or dedicated operating budget.

In June 2017, the Board of Directors approved similar on-call CM&I support services agreements with two firms for a one-year term and task order limit of \$100,000, with the option to renew for two additional one-year extensions. The District has utilized these agreements with great success in the execution of CIP projects. To date, nearly \$1,000,000 has been committed in 25 task orders for various projects utilizing the on-call CM&I support agreements.

## **DISCUSSION:**

The District issued a Request for Proposals (RFP) for On-Call CM&I Support Services to ten qualified firms. On February 4, 2020, the District received seven comprehensive proposals. The firms that submitted a proposal were:

- Butier Engineering
- CSI Services
- Dudek
- Harper & Associates
- MWH Constructors
- TRC
- Wallace & Associates

Staff carefully evaluated the proposals based on related project experience, project team expertise, responsiveness, past performance, fees, and other unique qualifications. The proposals received were comprehensive, of high quality and extremely competitive. The firms that offered the overall best value to the District were Butier Engineering, MWH Constructors, and Wallace & Associates (see attached Summary of Solicitation Process for additional detail). All three firms are well respected in the industry, have competitive rates, and have expertise in the types of projects anticipated to be part of these Agreements.

The contractual vehicles that will be used for the on-call CM&I support services agreements are provided as attachments. Based on the anticipated CIP work to be implemented over the next three years, Staff recommends a maximum single task order value of \$150,000 and a total not-to-exceed contract amount of \$800,000. Each agreement has a termination clause that allows the District to terminate the agreements at any time.

Attachments:

1. Summary of Solicitation Process
2. Agreement with Butier Engineering for On-Call CM&I Support Services
3. Agreement with MWH Constructors for On-Call CM&I Support Services
4. Agreement with Wallace & Associates for On-Call CM&I Support Services

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SUPPORT SERVICES: Summary of Solicitation Process

<b>Invited Firms</b>	<b>Proposed Firms</b>	<b>Recommended Firms</b>
Butier Engineering	Butier Engineering	Butier Engineering
CDM Smith	CSI Services	MWH Constructors
CSI Services	Dudek	Wallace and Associates
Dudek	Harper and Associates	
Harper and Associates	MWH Constructors	
Michael Baker	TRC	
MWH Constructors	Wallace and Associates	
Psomas		
TRC		
Wallace and Associates		





**AGREEMENT FOR ENGINEERING SERVICES BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
BUTIER ENGINEERING, INC.  
MNWD PROJECT: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION  
SUPPORT SERVICES  
CONTRACT NO. OM19-20.054a**

THIS AGREEMENT (the "Agreement") is executed and dated as of \_\_\_\_\_, 2020 ("Effective Date"), by and between Butier Engineering, Inc., hereinafter referred to as the "CONSULTANT" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of construction management and inspection support services to MNWD by CONSULTANT. MNWD and CONSULTANT 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 CONSULTANT shall provide as-needed construction management and inspection support services to MNWD in connection with the implementation of MNWD 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 The elements of the Services for each project Task Order under this Agreement shall include applicable sections of the Scope of Services described in Exhibit A hereto, which is incorporated herein (the "Scope of Services"). CONSULTANT 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. In the performance of the Services, CONSULTANT shall ensure that any contractor performing work on a MNWD project is in compliance with MNWD's *Standard Specifications and Standard Plans for Water, Sewer, and Recycled Water Facilities* ("*Standard Specifications*") and *General Provisions*. CONSULTANT agrees and acknowledges that it is familiar with the terms of the *General Provisions* and *Standard Specifications* and will be able to enforce compliance with the same.

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

Section 2.3 CONSULTANT shall provide all labor, materials, tools, equipment, supplies, utilities and transportation required to perform the Services, subject to compliance with the Agreement requirements, and complete all Services in a thorough, professional manner in accordance with generally accepted professional practices and principles, and to the satisfaction of MNWD. CONSULTANT shall have the sole and absolute discretion in

# #16.

determining the methods, details and means of performing the Services, and MNWD shall not have any right to direct the methods, details and means of the Services, provided that CONSULTANT must receive prior written approval from MNWD before using any subconsultants in accordance with Section 2.5 herein. In performing the Services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

Section 2.4 CONSULTANT'S representative, duly licensed in the State of California, who shall be the principal representative of CONSULTANT in charge of work, is Mark Butier ("Principal in Charge"). Without prior written approval of MNWD, CONSULTANT will not make any changes to CONSULTANT'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 CONSULTANT intends to subcontract certain Services, separate subcontracts may be entered into between CONSULTANT and the subconsultants listed in Exhibit B hereto, which is incorporated herein, or as may be appended to any individual Task Order. Any additional subconsultants CONSULTANT proposes to use for any Task Order are subject to prior written approval by MNWD and set forth in the Task Order. CONSULTANT is as responsible to MNWD for the acts and omissions of its subconsultants as it is for persons directly employed by CONSULTANT. Nothing contained in this Agreement creates any contractual relationship between any subconsultant and MNWD. CONSULTANT shall not allow any subconsultant to commence Services under any subcontract until all insurance required of CONSULTANT has been obtained for the subconsultant. CONSULTANT shall require and ensure that its subconsultants maintain the same level of insurance coverage as required of CONSULTANT 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 C 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 B.

## **SECTION IV – FEES**

Section 4.1 In consideration for providing the Services pursuant to this Agreement, MNWD agrees to compensate CONSULTANT 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 D and incorporated herein. Total payments under this Agreement for all Task Orders collectively shall not exceed **Eight Hundred Thousand Dollars (\$800,000)**. 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 CONSULTANT. The Fee Schedule shall be in effect upon execution of this Agreement for the duration of the first term, as defined in Section VII. The Fee Schedule is limited to maximum increases of 3% a year.

Section 4.3 'Labor costs' shall be the total number of hours worked on the Services by each employee of the CONSULTANT multiplied by the applicable hourly billing rate based on the Fee Schedule set forth in Section 4.2.

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 CONSULTANT'S subconsultants under this Agreement pursuant to any Task Order shall not exceed 5% of the amount billed to CONSULTANT by its subconsultants.

Section 4.6 Monthly payments under a Task Order will be made based on submittal of invoices by CONSULTANT. Invoices will include the date or period of Services, the number of hours worked by various labor categories, the hourly billing rate per individual, a complete description of the Services performed, the total amount due and, when requested by MNWD, any support documentation sufficient to validate the charges for each invoice item. Only one bill per month shall be submitted by CONSULTANT, showing amounts due for CONSULTANT and each subconsultant utilized during the monthly billing period. Incomplete invoices will be returned unpaid to CONSULTANT. Each Task Order shall be billed on a separate invoice. Invoices shall be paid within 30 days of receipt.

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

Section 5.1 CONSULTANT 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 CONSULTANT's execution of the Task Order. Upon receipt of such notice, CONSULTANT 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 CONSULTANT, 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 CONSULTANT, CONSULTANT 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, CONSULTANT 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 CONSULTANT 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.

# #16.

Section 5.3 MNWD may require CONSULTANT'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 CONSULTANT at no cost all technical data in MNWD's possession, including maps, past reports, prior studies, prior plan operating data, and other information reasonably required by CONSULTANT and relating to the Services to be performed under this Agreement.

Section 6.2 CONSULTANT 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. CONSULTANT 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 Effective 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. 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 CONSULTANT of any or all Services listed in the Scope of Services and/or any Task Order under this Agreement by providing written notice to CONSULTANT at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, CONSULTANT shall immediately suspend any work or Services hereunder, unless otherwise instructed by MNWD in such notice.

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

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

**SECTION IX - CONFIDENTIALITY**

Section 9.1

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

B. CONSULTANT 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. CONSULTANT understands the sensitive nature of the above and agrees that neither 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. CONSULTANT agrees not to make use of such Materials for any purpose not related to the performance of the Services under this Agreement. CONSULTANT 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 CONSULTANT 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. CONSULTANT 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

## #16.

made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT 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 CONSULTANT's cost any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.

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

Section 10.2 Commercial General Liability & Automobile Liability Insurance. CONSULTANT and each of its subconsultants shall maintain throughout the term of this Agreement a (i) commercial general liability policy of insurance at least as broad as the latest version of the Insurance Services Office Commercial General Liability Occurrence Form CG 00 01 for bodily injury and/or death, personal injury and property damage claims which may arise from or in connection with the performance of the work under this Agreement by CONSULTANT and its subconsultants, and each of their agents, representatives, or employees; and (ii) a business automobile liability policy at least as broad as the latest version of the Insurance Services Office Business Auto Coverage Form CA 00 01 (code 1 – any auto). Such commercial general liability policy shall be comprehensive in form and shall be on a “per occurrence” basis with limits 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. Such business automobile liability policy shall have limits in a minimum amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

All insurance provided under this Section 10.2 shall (i) name MNWD and its’ directors, officers, employees and agents as additional insureds under each such policy (“additional insureds”) pursuant to an additional insured endorsement in a form acceptable to MNWD; (ii) be primary and non-contributory as respects MNWD and its’ directors, officers, employees and agents; and (iii) provide a waiver of subrogation in favor of MNWD and its’ directors, officers, employees and agents.

Section 10.3 Worker's Compensation. By its signature hereunder, CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT and 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 agents.

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. CONSULTANT shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity

with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

In the case of additional insured provisions, any insurance afforded the additional insureds by this Agreement is primary insurance as to the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be excess of the CONSULTANT's (and its 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 agents; or the CONSULTANT shall provide a financial guarantee satisfactory to MNWD guaranteeing payment of losses and related investigations, claim administration and defense expenses. Maintenance of insurance coverage as specified in this Agreement is a material term of this Agreement, and any failure to maintain or renew coverage, or to provide evidence thereof, as required by the terms is a material breach of this Agreement.

Section 10.5 Indemnity. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONSULTANT'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 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. The CONSULTANT'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all Services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by CONSULTANT hereunder.

## **SECTION XI - WARRANTY**

Section 11.1 CONSULTANT is employed to render construction management and inspection support services pursuant to this Agreement only, and any payments made to CONSULTANT are compensation solely for such services as it may render and recommendations it may make in carrying out the work or Services. CONSULTANT'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, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any

# #16.

other duly constituted public authority or agency including but not limited to MNWD. CONSULTANT shall procure and maintain all permits, licenses and other governmental required certifications necessary for the performance of the Services, at the sole cost of CONSULTANT.

Section 11.3 If the Project results in construction of any kind, the Parties agree MNWD and CONSULTANT 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 CONSULTANT, such indemnity to be in accordance with MNWD's construction documents. MNWD and CONSULTANT 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.

CONSULTANT 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 CONSULTANT are intended solely for the benefit of MNWD. Nothing contained herein shall confer any rights upon or create any duties on the part of CONSULTANT 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 CONSULTANT 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, CONSULTANT agrees to fully comply with such Prevailing Wage Laws, if applicable. CONSULTANT 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 CONSULTANT 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. It shall be mandatory upon the CONSULTANT and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).

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 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 DIR. 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 XIII - GENERAL**

Section 13.1 CONSULTANT represents that it is aware of no facts or circumstances which would impair its ability to provide fair and unbiased advice to MNWD in the course of performing the construction management and inspection support 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 CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the Parties. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it. In the event of any inconsistency between this Agreement and any other agreement or document between the Parties, either written or verbal, including any CONSULTANT proposal document, this Agreement shall control.

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 CONSULTANT 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:

<b>MNWD:</b> Moulton Niguel Water District P.O. Box 30203 Laguna Niguel, CA 92607 Attn: Director of Engineering	<b>CONSULTANT:</b> Butier Engineering, Inc. 17822 E. 17 <sup>th</sup> Street, Suite 404 Tustin, CA 92780 Attn: Mark Butier
---	--

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

# #16.

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

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 CONSULTANT without prior written consent of MNWD.

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

**MOULTON NIGUEL WATER DISTRICT:**

**BUTIER ENGINEERING, INC.:**

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

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

(Authorized Representative of  
Consultant)

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

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

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

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

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

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

# EXHIBIT A

## Scope of Services

#16.

This Agreement covers a range of projects and services. Specific CM&I tasks may include, but are not limited to the following activities:

### ***1. Contract Administration and Construction Management***

Provide contract administration and construction management support that includes the following minimum activities:

- Assist the District in administering the pre-construction activities for the project, including a Pre-Construction Conference and pre-construction site condition documentation.
- Prepare Daily Inspection Activity Reports to document daily start and stop times, size of Contractor's crew, equipment used, visitors to jobsite, climatic conditions throughout the day, quantities of materials used, work accomplished, periods of Contractor downtime and cause, inspection procedures and results, and verification of compliance with the Contract Documents. All entries shall be dated and timed. Provide electronic copies of daily reports to the District on at least a weekly basis.
- Ensure compliance with Contract Documents.
- Observe the jobsite for compliance with safety requirements. Inform the District of any concerns or problems observed concerning site or job safety.
- Verify that all deliveries and installation of equipment and materials conform to the Contract Documents and approved shop drawings.
- Respond to inquiries regarding requirements of the Contract Documents.
- Monitor Contractor's schedule and regular progress updates.
- Take digital photographs during key points in the construction to document progress.
- Provide daily communication and conferences with various parties including District, Engineer, geotechnical firm, Cities (as required), HOAs (as required), and the public (in cooperation with District staff).
- Review and respond to RFIs not related to design requirements and intent.
- Generally review and process submittals (detailed review by Engineer).
- Resolve field issues.
- Assist the District in processing the monthly progress payments and ensuring appropriate payment for the actual quantities of work completed.
- Review change orders and provide recommendations.

### ***2. Electrical System Replacement Inspections***

For electrical system replacement projects, provide inspection of all sequencing, materials, installations, third-party testing and commissioning to verify compliance with the Contact Documents. Due to the specialized nature of these project, the Consultant may fulfill a construction management role to coordinate and assist in the timely completion of these projects. Specific tasks may include, but not be limited to, the following:

- A. Verify all electrical conduit and wire size, materials, locations, terminations, labeling and testing. Verify grounding system installation and testing. Verify

# #16.

installation, testing and calibration of instrumentation.

- B. Verify all electrical equipment complies with Contract Documents, approved submittals and manufacturer's requirements. Witness "pre-startup" by Contractor and manufacturers' representatives to verify all equipment has been installed and is operating in accordance with the Contract Documents and manufacturer's recommendations. Witness complete equipment and system performance testing by the Contractor to verify compliance with the design intent and Contract Documents.

### ***3. Condition Assessment Inspections of Reservoirs***

Condition assessment inspections are performed on the District's steel potable water and recycled water reservoirs to determine if and when re-coating is needed, and to identify the necessary structural, operational, safety, and regulatory improvements. Condition assessment inspections typically consist of, but are not limited to, the following activities:

- A. Review of District's existing record documentation and file data
- B. On-site field investigation of all interior and exterior surfaces and appurtenances including structural elements, noting corrosion and defects
- C. Title 22 heavy metal analysis to determine whether existing coating and paint contains hazardous materials
- D. Documentation of observations, including narrative description and photo survey
- E. Identification of operational, safety, and regulatory issues (e.g. fall protection, ingress/egress, cross-connection, etc.)
- F. Conclusions, including a qualitative condition rating and possible reasons for observed corrosion and defects
- G. Recommendations, including specific details for how to address: observed corrosion and defects; structural issues; operational, safety, and regulatory issues; and cathodic protection
- H. Planning level cost estimates for addressing each of the recommendations
- I. Timing for when District should plan to implement the recommendations
- J. Documentation of the above activities shall be assembled into a summary report for each reservoir, as requested by the District

### ***4. Reservoir Rehabilitation Inspections***

For reservoir rehabilitation projects, provide inspection of all coating, rehabilitation, and painting operations to verify compliance with the Contract Documents. Due to the specialized nature of these project, the Consultant may fulfill a construction management role. Specific tasks may include, but not be limited to, the following:

- A. SURFACE PREPARATION INSPECTION – Physically inspect blast-cleaned surfaces to verify compliance to specification, removal of dust, etc.
- B. STRUCTURAL AND TANK IMPROVEMENTS INSPECTION – With a licensed and qualified structural engineer competent in the structural assessment of steel tanks, physically inspect blast-cleaned surfaces to provide recommendations with respect to the use of optional structural bid items (i.e. rafter and lateral bracing replacements). Observe the Contractor’s work during construction of the structural and tank improvements to verify compliance with the Contract Documents. Typical structural and tank improvements may include stairways, guardrails, vents, manways, hatches, ladders and cathodic protection systems.
- C. COATING INSPECTION – After approval of the surface preparation, Consultant shall monitor ongoing weather conditions, Contractor's application equipment and its operation, and proper mixing of materials. Consultant shall physically inspect the application of coatings, including coating material used, spray techniques, cleanliness of surface, thickness, etc.
- D. FINAL INSPECTION – Provide input at the conclusion of finished coating to ensure that the coating material used, application, film continuity (holiday detection) and dry film thickness comply with the plans and specifications.
- E. WARRANTY INSPECTION – Provide warranty inspections prior to the expiration of the warranty period to test for any problems that may arise from defective materials or faulty workmanship. Specific tasks may include but not be limited to: visual inspections, holiday testing, punch list preparation and management, and summary reporting.

#### **5. *Specialty Pipeline Inspections***

For specialty pipeline projects, such as CIPP liner, jack & bore, pipe bursting and other trenchless methodologies, provide inspection and expertise on all sequencing, materials and installation to verify compliance with the Contract Documents.

#### **6. *Specialty Structural Inspections***

## #16.

For specialty structural inspection of Capital Improvement Program projects, provide inspection support and expertise on structural portions of the project to verify compliance with the Contract Documents as requested by the District.

- A. During welding operations, verify certifications, joint preparation, electrode types and finished product comply with the Contract Documents.
- B. During mechanical anchorages, verify materials and installation procedures comply with the Contract Documents, approved submittals and manufacturer's recommendations.

### **7. *Startup and Commissioning***

Provide inspection and expertise on all startup and commissioning to verify compliance with the Contract Documents, manufacturer recommendations and industry best practices. Coordinate with the Contractor, Engineer, and District for any sequencing required during the commissioning process. Startup and commissioning tasks may include, but are not limited to, the following:

- Coordination with District staff, Contractor, subcontractors, equipment manufacturers and suppliers
- Verification of proper installation and operation of all components, equipment, controls, and instrumentation
- Witnessing operational demonstrations, simulations, and validation tests for all components of each system and entire facility
- Verification of manual and automatic modes of operation for all equipment and system components
- Verification of all programming and programmable logic controllers
- Assisting the District and Contractor with coordinating integration of each new PLC into District's existing SCADA system (programming of SCADA system by District)
- Witnessing complete performance testing of all equipment
- Coordination, preparation, and/or review of commissioning schedules, worksheets, checklists, logs, and overall plans

### **8. *Maintenance of As-Built Drawings***

Throughout construction, Consultant shall maintain a comprehensive and accurate set of As-Built Drawings. At the conclusion of construction, Consultant shall collect the Contractor's As-Built Drawings for comparison. After any discrepancies are reconciled, Consultant shall consolidate all changes into a single red-line set that will be turned over to the Engineer for the preparation of final Record Drawings.

### **9. *Project Closeout***

Consultant shall perform the following minimum project closeout activities:

- Comprehensive final inspection, in conjunction with District, and preparation of a punch list. Verification of Contractor's satisfactory completion of punch list work.
- Assistance with resolution of any outstanding project issues (e.g. claims, time extensions, punch-list items, etc.)
- Letter to the District recommending acceptance of the project and a substantial completion date
- Verification that final testing, clean-up, restoration, and demobilization are complete
- Comparison between pre-construction and post-construction conditions of the construction areas and access routes to ensure that all areas are returned to pre-construction conditions. Demonstration of proper restoration will need to be made to the District, HOAs (as required), etc.
- Assemble final project documentation from all inspection tasks, test results, and other pertinent information (including photographs). Submit one (1) paper copy and one (1) PDF copy to the District.

The Consultant will be expected to provide services on a part-time basis whenever feasible. The proposed rate structure shall include details specific to part-time services, including any and all provisions for mobilization, travel time, hourly minimums, equipment rates, etc.

**#16.**

EXHIBIT B  
Subconsultants

None



EXHIBIT C  
Task Order

#16.

**TASK ORDER – TO- XX**  
**Construction Management and Inspection Services for**  
**[PROJECT NAME]**  
**CIP Project No.**

This Task Order is executed pursuant to the “AGREEMENT FOR ENGINEERING SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND BUTIER ENGINEERING, INC. (Contract No. OM19-20.054a) dated [DATE OF MASTER AGREEMENT] (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.:** TO-XX

**Task Order Scope of Services:**

See EXHIBIT A for Scope of [Services or Work].

Authorized Not-to Exceed Task Order Amount: [WRITTEN AMOUNT OF TASK ORDER] (\$XX,XXX)

A breakdown of fees, rates and direct costs is provided in EXHIBIT B, Fee Schedule.

**Task Order Completion Date:** [DATE TASK ORDER IS TO BE COMPLETED]

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

**EXECUTED, ACKNOWLEDGE AND AGREED:**

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

MNWD’s Representative:

\_\_\_\_\_  
Consultant’s Authorized Representative - (print name/title here)

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

Signature



EXHIBIT D  
Fee Schedule



On-Call Construction Management and Inspection Support Services  
Project No. OM19-20.054

Fee Schedule  
2/4/2020

Classification	Firm	Unburdened Hourly Rate	Multiplier	Hourly Rate	Premium	OT Rate 1.5	OT Rate 2.0
<b>Construction Management &amp; Inspection Services</b>							
Project Manager	Butier	\$81.00	2.81	\$ 227.61			
Project Director	Butier	\$72.00	2.81	\$ 202.32			
Construction Manager	Butier	\$72.00	2.81	\$ 202.32			
Resident Engineer	Butier	\$70.00	2.81	\$ 196.70			
Senior Scheduler	Butier	\$72.00	2.81	\$ 202.32			
Senior Estimator	Butier	\$72.00	2.81	\$ 202.32			
2nd Engineer	Butier	\$60.00	2.81	\$ 168.60			
2nd Inspector QA/QC Observation	Butier	\$54.00	2.81	\$ 151.74	\$ 27.00	\$ 178.74	\$ 167.79
Civil Inspector QA/QC	Butier	\$54.00	2.81	\$ 151.74	\$ 27.00	\$ 178.74	\$ 154.63
Mechanical Inspector QA/QC	Butier	\$54.00	2.81	\$ 151.74	\$ 27.00	\$ 178.74	\$ 154.63
Electrical Inspector QA/QC	Butier	\$56.00	2.81	\$ 157.36	\$ 28.00	\$ 185.36	\$ 154.63
Field Technical Support	Butier	\$46.00	2.81	\$ 129.26	\$ 23.00	\$ 152.26	\$ 171.08
Project Coordinator	Butier	\$37.00	2.81	\$ 103.97	\$ 18.50	\$ 122.47	\$ 98.70
Senior Electrical Engineer	Butier	\$84.00	2.81	\$ 236.04			
Technical Support-Claims	Butier	\$80.00	2.81	\$ 224.80			
Computer Tech./ Field Document Control	Butier	\$37.00	2.81	\$ 103.97			
Computer Prog./ Network	Butier	\$52.00	2.81	\$ 146.12			

**Notes: Butier Engineering, Inc.**

1. Prior to execution of a Task order, personnel will be identified by labor category. Categories may be added to meet District demands.
2. Assignments requiring vehicles will be billed at \$80.00 per day
3. Vehicle Charges per month \$1500.00 for long term assignments (1 month or longer)
4. Double time rates same as time and a half hourly rates
5. Invoices will be billed monthly
6. Invoices will be submitted based on the task order defined by MNWD.
7. Terms are net 30 days following receipt and acceptance of invoice
8. A specific list of Other Direct Costs will be determined on a task order basis.

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
MWH CONSTRUCTORS, INC.  
MNWD PROJECT: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION  
SUPPORT SERVICES  
CONTRACT NO. OM19-20.054c**

THIS AGREEMENT (the "Agreement") is executed and dated as of \_\_\_\_\_, 2020 ("Effective Date"), by and between MWH Constructors, Inc., hereinafter referred to as the "CONSULTANT" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of construction management and inspection support services to MNWD by CONSULTANT. MNWD and CONSULTANT 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 CONSULTANT shall provide as-needed construction management and inspection support services to MNWD in connection with the implementation of MNWD 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 The elements of the Services for each project Task Order under this Agreement shall include applicable sections of the Scope of Services described in Exhibit A hereto, which is incorporated herein (the "Scope of Services"). CONSULTANT 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. In the performance of the Services, CONSULTANT shall ensure that any contractor performing work on a MNWD project is in compliance with MNWD's *Standard Specifications and Standard Plans for Water, Sewer, and Recycled Water Facilities* ("Standard Specifications") and *General Provisions*. CONSULTANT agrees and acknowledges that it is familiar with the terms of the *General Provisions* and *Standard Specifications* and will be able to enforce compliance with the same.

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

Section 2.3 CONSULTANT shall provide all labor, materials, tools, equipment, supplies, utilities and transportation required to perform the Services, subject to compliance with the Agreement requirements, and complete all Services in a thorough, professional manner in accordance with generally accepted professional practices and principles, and to the satisfaction of MNWD. CONSULTANT shall have the sole and absolute discretion in determining the methods, details and means of performing the Services, and MNWD shall not

## #16.

have any right to direct the methods, details and means of the Services, provided that CONSULTANT must receive prior written approval from MNWD before using any subconsultants in accordance with Section 2.5 herein. In performing the Services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

Section 2.4 CONSULTANT'S representative, duly licensed in the State of California, who shall be the principal representative of CONSULTANT in charge of work, is Randy Lovan ("Principal in Charge"). Without prior written approval of MNWD, CONSULTANT will not make any changes to CONSULTANT'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 CONSULTANT intends to subcontract certain Services, separate subcontracts may be entered into between CONSULTANT and the subconsultants listed in Exhibit B hereto, which is incorporated herein, or as may be appended to any individual Task Order. Any additional subconsultants CONSULTANT proposes to use for any Task Order are subject to prior written approval by MNWD and set forth in the Task Order. CONSULTANT is as responsible to MNWD for the acts and omissions of its subconsultants as it is for persons directly employed by CONSULTANT. Nothing contained in this Agreement creates any contractual relationship between any subconsultant and MNWD. CONSULTANT shall not allow any subconsultant to commence Services under any subcontract until all insurance required of CONSULTANT has been obtained for the subconsultant. CONSULTANT shall require and ensure that its subconsultants maintain the same level of insurance coverage as required of CONSULTANT 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 C 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 B.

### **SECTION IV – FEES**

Section 4.1 In consideration for providing the Services pursuant to this Agreement, MNWD agrees to compensate CONSULTANT 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 D and incorporated herein. Total payments under this Agreement for all Task Orders collectively shall not exceed **Eight Hundred Thousand Dollars (\$800,000)**. 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 CONSULTANT. The Fee Schedule shall be in effect upon execution of this Agreement for the duration of the first term, as defined in Section VII. The Fee Schedule is limited to maximum increases of 3% a year.

Section 4.3 'Labor costs' shall be the total number of hours worked on the Services by each employee of the CONSULTANT multiplied by the applicable hourly billing rate based on the Fee Schedule set forth in Section 4.2.

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 CONSULTANT'S subconsultants under this Agreement pursuant to any Task Order shall not exceed 5% of the amount billed to CONSULTANT by its subconsultants.

Section 4.6 Monthly payments under a Task Order will be made based on submittal of invoices by CONSULTANT. Invoices will include the date or period of Services, the number of hours worked by various labor categories, the hourly billing rate per individual, a complete description of the Services performed, the total amount due and, when requested by MNWD, any support documentation sufficient to validate the charges for each invoice item. Only one bill per month shall be submitted by CONSULTANT, showing amounts due for CONSULTANT and each subconsultant utilized during the monthly billing period. Incomplete invoices will be returned unpaid to CONSULTANT. Each Task Order shall be billed on a separate invoice. Invoices shall be paid within 30 days of receipt.

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

Section 5.1 CONSULTANT 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 CONSULTANT'S execution of the Task Order. Upon receipt of such notice, CONSULTANT 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 CONSULTANT, 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 CONSULTANT, CONSULTANT 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, CONSULTANT 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 CONSULTANT 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.

# #16.

Section 5.3 MNWD may require CONSULTANT'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 CONSULTANT at no cost all technical data in MNWD's possession, including maps, past reports, prior studies, prior plan operating data, and other information reasonably required by CONSULTANT and relating to the Services to be performed under this Agreement.

Section 6.2 CONSULTANT 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. CONSULTANT 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 Effective 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. 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 CONSULTANT of any or all Services listed in the Scope of Services and/or any Task Order under this Agreement by providing written notice to CONSULTANT at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, CONSULTANT shall immediately suspend any work or Services hereunder, unless otherwise instructed by MNWD in such notice.

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

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

**SECTION IX - CONFIDENTIALITY**

Section 9.1

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

B. CONSULTANT 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. CONSULTANT understands the sensitive nature of the above and agrees that neither 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. CONSULTANT agrees not to make use of such Materials for any purpose not related to the performance of the Services under this Agreement. CONSULTANT 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 CONSULTANT 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. CONSULTANT 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,

## #16.

CONSULTANT 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 CONSULTANT's cost any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.

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

Section 10.2 Commercial General Liability & Automobile Liability Insurance. CONSULTANT and each of its subconsultants shall maintain throughout the term of this Agreement a (i) commercial general liability policy of insurance at least as broad as the latest version of the Insurance Services Office Commercial General Liability Occurrence Form CG 00 01 for bodily injury and/or death, personal injury and property damage claims which may arise from or in connection with the performance of the work under this Agreement by CONSULTANT and its subconsultants, and each of their agents, representatives, or employees; and (ii) a business automobile liability policy at least as broad as the latest version of the Insurance Services Office Business Auto Coverage Form CA 00 01 (code 1 – any auto). Such commercial general liability policy shall be comprehensive in form and shall be on a “per occurrence” basis with limits 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. Such business automobile liability policy shall have limits in a minimum amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

All insurance provided under this Section 10.2 shall (i) name MNWD and its' directors, officers, employees and agents as additional insureds under each such policy (“additional insureds”) pursuant to an additional insured endorsement in a form acceptable to MNWD; (ii) be primary and non-contributory as respects MNWD and its' directors, officers, employees and agents; and (iii) provide a waiver of subrogation in favor of MNWD and its' directors, officers, employees and agents.

Section 10.3 Worker's Compensation. By its signature hereunder, CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT and 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 agents.

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. CONSULTANT shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.



In the case of additional insured provisions, any insurance afforded the additional insureds by this Agreement is primary insurance as to the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be excess of the CONSULTANT's (and its 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 agents; or the CONSULTANT shall provide a financial guarantee satisfactory to MNWD guaranteeing payment of losses and related investigations, claim administration and defense expenses. Maintenance of insurance coverage as specified in this Agreement is a material term of this Agreement, and any failure to maintain or renew coverage, or to provide evidence thereof, as required by the terms is a material breach of this Agreement.

Section 10.5 Indemnity. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONSULTANT'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 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. The CONSULTANT'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all Services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by CONSULTANT hereunder.

## **SECTION XI - WARRANTY**

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

# #16.

Section 11.3 If the Project results in construction of any kind, the Parties agree MNWD and CONSULTANT 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 CONSULTANT, such indemnity to be in accordance with MNWD's construction documents. MNWD and CONSULTANT 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.

CONSULTANT 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 CONSULTANT are intended solely for the benefit of MNWD. Nothing contained herein shall confer any rights upon or create any duties on the part of CONSULTANT 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 CONSULTANT 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, CONSULTANT agrees to fully comply with such Prevailing Wage Laws, if applicable. CONSULTANT 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 CONSULTANT 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. It shall be mandatory upon the CONSULTANT and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).

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 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 DIR. 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 XIII - GENERAL**

Section 13.1 CONSULTANT represents that it is aware of no facts or circumstances which

would impair its ability to provide fair and unbiased advice to MNWD in the course of performing the construction management and inspection support 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 CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the Parties. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it. In the event of any inconsistency between this Agreement and any other agreement or document between the Parties, either written or verbal, including any CONSULTANT proposal document, this Agreement shall control.

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 CONSULTANT 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:

**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

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 CONSULTANT is retained as an independent contractor for the sole purpose of rendering the professional and/or special Services, and is not an employee or agent of MNWD. CONSULTANT warrants that it will not represent, at any time or in any manner, that CONSULTANT is an employee or agent of MNWD. CONSULTANT shall have no authority to, and shall not, incur any debt, obligation or

# #16.

liability on behalf of MNWD. CONSULTANT shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance CONSULTANT, as an independent contractor, is responsible for paying under federal, state or local law. CONSULTANT is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS.

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 CONSULTANT without prior written consent of MNWD.

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

**MOULTON NIGUEL WATER DISTRICT:**

**MWH CONSTRUCTORS, INC:**

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. Specific CM&I tasks may include, but are not limited to the following activities:

### ***1. Contract Administration and Construction Management***

Provide contract administration and construction management support that includes the following minimum activities:

- Assist the District in administering the pre-construction activities for the project, including a Pre-Construction Conference and pre-construction site condition documentation.
- Prepare Daily Inspection Activity Reports to document daily start and stop times, size of Contractor's crew, equipment used, visitors to jobsite, climatic conditions throughout the day, quantities of materials used, work accomplished, periods of Contractor downtime and cause, inspection procedures and results, and verification of compliance with the Contract Documents. All entries shall be dated and timed. Provide electronic copies of daily reports to the District on at least a weekly basis.
- Ensure compliance with Contract Documents.
- Observe the jobsite for compliance with safety requirements. Inform the District of any concerns or problems observed concerning site or job safety.
- Verify that all deliveries and installation of equipment and materials conform to the Contract Documents and approved shop drawings.
- Respond to inquiries regarding requirements of the Contract Documents.
- Monitor Contractor's schedule and regular progress updates.
- Take digital photographs during key points in the construction to document progress.
- Provide daily communication and conferences with various parties including District, Engineer, geotechnical firm, Cities (as required), HOAs (as required), and the public (in cooperation with District staff).
- Review and respond to RFIs not related to design requirements and intent.
- Generally review and process submittals (detailed review by Engineer).
- Resolve field issues.
- Assist the District in processing the monthly progress payments and ensuring appropriate payment for the actual quantities of work completed.
- Review change orders and provide recommendations.

### ***2. Electrical System Replacement Inspections***

For electrical system replacement projects, provide inspection of all sequencing, materials, installations, third-party testing and commissioning to verify compliance with the Contract Documents. Due to the specialized nature of these project, the Consultant may fulfill a construction management role to coordinate and assist in the timely completion of these projects. Specific tasks may include, but not be limited to, the following:

- A. Verify all electrical conduit and wire size, materials, locations, terminations, labeling and testing. Verify grounding system installation and testing. Verify

# #16.

installation, testing and calibration of instrumentation.

- B. Verify all electrical equipment complies with Contract Documents, approved submittals and manufacturer's requirements. Witness "pre-startup" by Contractor and manufacturers' representatives to verify all equipment has been installed and is operating in accordance with the Contract Documents and manufacturer's recommendations. Witness complete equipment and system performance testing by the Contractor to verify compliance with the design intent and Contract Documents.

### ***3. Condition Assessment Inspections of Reservoirs***

Condition assessment inspections are performed on the District's steel potable water and recycled water reservoirs to determine if and when re-coating is needed, and to identify the necessary structural, operational, safety, and regulatory improvements. Condition assessment inspections typically consist of, but are not limited to, the following activities:

- A. Review of District's existing record documentation and file data
- B. On-site field investigation of all interior and exterior surfaces and appurtenances including structural elements, noting corrosion and defects
- C. Title 22 heavy metal analysis to determine whether existing coating and paint contains hazardous materials
- D. Documentation of observations, including narrative description and photo survey
- E. Identification of operational, safety, and regulatory issues (e.g. fall protection, ingress/egress, cross-connection, etc.)
- F. Conclusions, including a qualitative condition rating and possible reasons for observed corrosion and defects
- G. Recommendations, including specific details for how to address: observed corrosion and defects; structural issues; operational, safety, and regulatory issues; and cathodic protection
- H. Planning level cost estimates for addressing each of the recommendations
- I. Timing for when District should plan to implement the recommendations
- J. Documentation of the above activities shall be assembled into a summary report for each reservoir, as requested by the District

### ***4. Reservoir Rehabilitation Inspections***

For reservoir rehabilitation projects, provide inspection of all coating, rehabilitation, and painting operations to verify compliance with the Contract Documents. Due to the specialized nature of these project, the Consultant may fulfill a construction management role. Specific tasks may include, but not be limited to, the following:

- A. SURFACE PREPARATION INSPECTION – Physically inspect blast-cleaned surfaces to verify compliance to specification, removal of dust, etc.
- B. STRUCTURAL AND TANK IMPROVEMENTS INSPECTION – With a licensed and qualified structural engineer competent in the structural assessment of steel tanks, physically inspect blast-cleaned surfaces to provide recommendations with respect to the use of optional structural bid items (i.e. rafter and lateral bracing replacements). Observe the Contractor’s work during construction of the structural and tank improvements to verify compliance with the Contract Documents. Typical structural and tank improvements may include stairways, guardrails, vents, manways, hatches, ladders and cathodic protection systems.
- C. COATING INSPECTION – After approval of the surface preparation, Consultant shall monitor ongoing weather conditions, Contractor's application equipment and its operation, and proper mixing of materials. Consultant shall physically inspect the application of coatings, including coating material used, spray techniques, cleanliness of surface, thickness, etc.
- D. FINAL INSPECTION – Provide input at the conclusion of finished coating to ensure that the coating material used, application, film continuity (holiday detection) and dry film thickness comply with the plans and specifications.
- E. WARRANTY INSPECTION – Provide warranty inspections prior to the expiration of the warranty period to test for any problems that may arise from defective materials or faulty workmanship. Specific tasks may include but not be limited to: visual inspections, holiday testing, punch list preparation and management, and summary reporting.

## **5. *Specialty Pipeline Inspections***

For specialty pipeline projects, such as CIPP liner, jack & bore, pipe bursting and other trenchless methodologies, provide inspection and expertise on all sequencing, materials and installation to verify compliance with the Contract Documents.

## **6. *Specialty Structural Inspections***

## #16.

For specialty structural inspection of Capital Improvement Program projects, provide inspection support and expertise on structural portions of the project to verify compliance with the Contract Documents as requested by the District.

- A. During welding operations, verify certifications, joint preparation, electrode types and finished product comply with the Contract Documents.
- B. During mechanical anchorages, verify materials and installation procedures comply with the Contract Documents, approved submittals and manufacturer's recommendations.

### 7. *Startup and Commissioning*

Provide inspection and expertise on all startup and commissioning to verify compliance with the Contract Documents, manufacturer recommendations and industry best practices. Coordinate with the Contractor, Engineer, and District for any sequencing required during the commissioning process. Startup and commissioning tasks may include, but are not limited to, the following:

- Coordination with District staff, Contractor, subcontractors, equipment manufacturers and suppliers
- Verification of proper installation and operation of all components, equipment, controls, and instrumentation
- Witnessing operational demonstrations, simulations, and validation tests for all components of each system and entire facility
- Verification of manual and automatic modes of operation for all equipment and system components
- Verification of all programming and programmable logic controllers
- Assisting the District and Contractor with coordinating integration of each new PLC into District's existing SCADA system (programming of SCADA system by District)
- Witnessing complete performance testing of all equipment
- Coordination, preparation, and/or review of commissioning schedules, worksheets, checklists, logs, and overall plans

### 8. *Maintenance of As-Built Drawings*

Throughout construction, Consultant shall maintain a comprehensive and accurate set of As-Built Drawings. At the conclusion of construction, Consultant shall collect the Contractor's As-Built Drawings for comparison. After any discrepancies are reconciled, Consultant shall consolidate all changes into a single red-line set that will be turned over to the Engineer for the preparation of final Record Drawings.

### 9. *Project Closeout*



Consultant shall perform the following minimum project closeout activities:

- Comprehensive final inspection, in conjunction with District, and preparation of a punch list. Verification of Contractor's satisfactory completion of punch list work.
- Assistance with resolution of any outstanding project issues (e.g. claims, time extensions, punch-list items, etc.)
- Letter to the District recommending acceptance of the project and a substantial completion date
- Verification that final testing, clean-up, restoration, and demobilization are complete
- Comparison between pre-construction and post-construction conditions of the construction areas and access routes to ensure that all areas are returned to pre-construction conditions. Demonstration of proper restoration will need to be made to the District, HOAs (as required), etc.
- Assemble final project documentation from all inspection tasks, test results, and other pertinent information (including photographs). Submit one (1) paper copy and one (1) PDF copy to the District.

The Consultant will be expected to provide services on a part-time basis whenever feasible. The proposed rate structure shall include details specific to part-time services, including any and all provisions for mobilization, travel time, hourly minimums, equipment rates, etc.

**#16.**

EXHIBIT B  
Subconsultants

Stantec  
38 Technology Drive  
Irvine, CA 92618  
848-923-60200

Harper & Associates Engineering, Inc.  
1240 E. Ontario Ave., Suite 102-3612  
Corona, CA 92881

EXHIBIT C  
Task Order

#16.

**TASK ORDER – TO- XX**  
**Engineering Services for**  
**[PROJECT NAME]**  
**CIP Project No.**

This Task Order is executed pursuant to the “AGREEMENT FOR ENGINEERING SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND MWH CONSTRUCTORS (Contract No. OM19-20.054c) dated [DATE OF MASTER AGREEMENT] (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.:** TO-XX

**Task Order Scope of Services:**

See EXHIBIT A for Scope of [Services or Work].

Authorized Not-to Exceed Task Order Amount: [WRITTEN AMOUNT OF TASK ORDER] (\$XX,XXX)

A breakdown of fees, rates and direct costs is provided in EXHIBIT B, Fee Schedule.

**Task Order Completion Date:** [DATE TASK ORDER IS TO BE COMPLETED]

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

**EXECUTED, ACKNOWLEDGE AND AGREED:**

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

MNWD’s Representative:

\_\_\_\_\_  
Consultant’s Authorized Representative - (print name/title here)

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

Signature

## EXHIBIT D Fee Schedule

*Our solid financial position ensures MWH will endure to see every project through successful completion and is capable of providing the services required for the duration of the contract*

The following hourly wage rates is based on the Construction Management and Inspection Services referenced in the Moulton Niguel Water District, Request for Statement of Qualifications, dated December 12, 2019.

### Standard Clarification for CM & Inspection Services

#### General

Our hourly rate schedule is based on Construction Management and Inspection Service referenced in the Moulton Niguel Water District (MNWD); Request for Statement of Qualifications dated December 2019. Our final contract budget will be based on the project assignments and the listed hourly rate schedule. Field staffing will be driven by project demands, issued through a task order, and approved by MNWD. All fees are subject to negotiation.

#### Prevailing Wage

All Prevailing Wage requirements will be followed by the team including subconsultants. All team members are in conformance with the State of California General Prevailing Wage Determinations. **All Inspectors shall be paid the latest conforming wage with rate increases upon notice by the State of California.**

#### Hourly Rate Schedule for Construction Management and Inspection Services

MWH	Per hour
CMS So. California Regional Manager	\$235
CMS Principal, Area Manager	\$215
Project Manager	\$190
Construction Manager	\$155- \$175
Resident Engineer	\$140- \$155
Office Engineer	\$110- \$125
Construction Inspector, Specialty	\$145- \$155
Construction Inspector	\$130- \$145
Estimator / Scheduler	\$130- \$140
Construction Administration	\$95

#### Subconsultants

Stantec	Per hour
Principal Structural Engineer	\$289
Steel Tank Structural Engineer	\$263
Harper & Associates Engineering, Inc.	Per hour
Principal Engineer	\$230
Expert Witness/Deposition	\$260
Registered Corrosion & Structural Engineer	\$195
Project Manager	\$190
Engineer	\$170
Engineer Technician	\$100
Engineering Aid	\$90
Coating/Paint Inspector	\$86
Draftsperson (CADD)	\$115
Dive Team	\$265
Clerical	\$65

## EXHIBIT D Fee Schedule

- Overtime hourly rates for Field Inspection personnel shall be subject to 1.5 times the listed rate for standard overtime hours and 2 time the listed rate for standard double hours.

### Rates for the Construction Management Team

Rates for the CM team include salary, overhead, and profit, computers, standard computer software, digital cameras, digital video cameras, cell phones and cell phone service, mail, telephone charges, technical reference materials, training and personal protective equipment (PPE) including hard hats, safety boots, work gloves, safety glasses, and other PPE as required.

### Hourly Rate Schedule

Included herein is our Hourly Rate Schedule by position including subconsultants. Overtime rates shall be billed at 1 ½ the posted rate. An annual escalation of 3% per year shall apply for management personnel, and/or escalations per the Federal and State Prevailing Wage Laws for Inspectors, whichever is greater. The annual rate increases will be reviewed and negotiated in January of each calendar year with implementation beginning on March 1st of each calendar year.

### Rates – Standard Inclusions

Hourly rates includes computers, standard computer software, digital cameras, digital video cameras, standard cell phones and cell phone service including text capability, mail, general office supplies, technical reference materials, training and personal protective equipment (PPE) including hard hats, safety boots, work gloves, safety glasses, and other PPE as required.

### Excluded from Rates

Items excluded from the hourly rates are vehicle mileage, printers/copiers/scanners, paper for any and all reproduction, prints, plotting and record mapping copies, broadband service, broadband/high speed connections, delivery service, facsimile transmission, trailer rental costs, installation of utilities, cost of utilities, cost of sanitary services, janitorial, furniture, travel, and per diem outside the service area for in-plant fabrication inspection. Travel costs outside the service area will be determined after receiving prior approval from the District.

### Other Direct Costs

Other Direct Costs including subconsultants will be billed directly at cost plus fifteen percent. Vehicle and mileage expenses shall be billed at a flat rate of \$1,100 per month.

### Legal

All subconsultants will be bound to the final terms and conditions of the prime agreement. Construction Claims Analysis and Support is available at an additional fee.

### Geotechnical Support & Inspection Material Testing

Geotechnical inspection, materials sampling, and testing services of the subgrade and base layers are NOT INCLUDED in the scope of services. However, the coordination of these activities are included in our scope of services.

### Survey Baseline Control

Survey services and fees are NOT INCLUDED in the scope of services. However, the coordination of these activities are included in our scope of services.

### Field Office

Any administrative or field offices including furniture, copier printers, internet, or other office equipment shall be provided by others.

---

***“MWH brought critical expertise on one of the largest and most complex capital projects administered by the Orange County Flood Control District.....Your firm “stepped up” to the challenges and provided high quality services.”***

*Lance Natsuhara, P.E. Interim Manager, OC Public Works / OC Flood Division  
Santa Ana River Interceptor (SARI) - Yorba Linda Spur  
Orange County Flood Control District and Orange County Sanitation District*

---



**AGREEMENT FOR ENGINEERING SERVICES BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
WALLACE & ASSOCIATES CONSULTING, INC.  
MNWD PROJECT: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION  
SUPPORT SERVICES  
CONTRACT NO. OM19-20.054b**

THIS AGREEMENT (the "Agreement") is executed and dated as of \_\_\_\_\_, 2020 ("Effective Date"), by and between Wallace & Associates Consulting, Inc., hereinafter referred to as the "CONSULTANT" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of construction management and inspection support services to MNWD by CONSULTANT. MNWD and CONSULTANT 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 CONSULTANT shall provide as-needed construction management and inspection support services to MNWD in connection with the implementation of MNWD 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 The elements of the Services for each project Task Order under this Agreement shall include applicable sections of the Scope of Services described in Exhibit A hereto, which is incorporated herein (the "Scope of Services"). CONSULTANT 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. In the performance of the Services, CONSULTANT shall ensure that any contractor performing work on a MNWD project is in compliance with MNWD's *Standard Specifications and Standard Plans for Water, Sewer, and Recycled Water Facilities* ("Standard Specifications") and *General Provisions*. CONSULTANT agrees and acknowledges that it is familiar with the terms of the *General Provisions* and *Standard Specifications* and will be able to enforce compliance with the same.

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

Section 2.3 CONSULTANT shall provide all labor, materials, tools, equipment, supplies, utilities and transportation required to perform the Services, subject to compliance with the Agreement requirements, and complete all Services in a thorough, professional manner in accordance with generally accepted professional practices and principles, and to the satisfaction of MNWD. CONSULTANT shall have the sole and absolute discretion in determining the methods, details and means of performing the Services, and MNWD shall not

## #16.

have any right to direct the methods, details and means of the Services, provided that CONSULTANT must receive prior written approval from MNWD before using any subconsultants in accordance with Section 2.5 herein. In performing the Services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

Section 2.4 CONSULTANT'S representative, duly licensed in the State of California, who shall be the principal representative of CONSULTANT in charge of work, is Carl Wallace ("Principal in Charge"). Without prior written approval of MNWD, CONSULTANT will not make any changes to CONSULTANT'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 CONSULTANT intends to subcontract certain Services, separate subcontracts may be entered into between CONSULTANT and the subconsultants listed in Exhibit B hereto, which is incorporated herein, or as may be appended to any individual Task Order. Any additional subconsultants CONSULTANT proposes to use for any Task Order are subject to prior written approval by MNWD and set forth in the Task Order. CONSULTANT is as responsible to MNWD for the acts and omissions of its subconsultants as it is for persons directly employed by CONSULTANT. Nothing contained in this Agreement creates any contractual relationship between any subconsultant and MNWD. CONSULTANT shall not allow any subconsultant to commence Services under any subcontract until all insurance required of CONSULTANT has been obtained for the subconsultant. CONSULTANT shall require and ensure that its subconsultants maintain the same level of insurance coverage as required of CONSULTANT 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 C 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 B.

### **SECTION IV – FEES**

Section 4.1 In consideration for providing the Services pursuant to this Agreement, MNWD agrees to compensate CONSULTANT 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 D and incorporated herein. Total payments under this Agreement for all Task Orders collectively shall not exceed **Eight Hundred Thousand Dollars (\$800,000)**. 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 CONSULTANT. The Fee Schedule shall be in effect upon execution of this Agreement for the duration of the first term, as defined in Section VII. The Fee Schedule is limited to maximum increases of 3% a year.

Section 4.3 'Labor costs' shall be the total number of hours worked on the Services by each employee of the CONSULTANT multiplied by the applicable hourly billing rate based on the Fee Schedule set forth in Section 4.2.

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 CONSULTANT'S subconsultants under this Agreement pursuant to any Task Order shall not exceed 5% of the amount billed to CONSULTANT by its subconsultants.

Section 4.6 Monthly payments under a Task Order will be made based on submittal of invoices by CONSULTANT. Invoices will include the date or period of Services, the number of hours worked by various labor categories, the hourly billing rate per individual, a complete description of the Services performed, the total amount due and, when requested by MNWD, any support documentation sufficient to validate the charges for each invoice item. Only one bill per month shall be submitted by CONSULTANT, showing amounts due for CONSULTANT and each subconsultant utilized during the monthly billing period. Incomplete invoices will be returned unpaid to CONSULTANT. Each Task Order shall be billed on a separate invoice. Invoices shall be paid within 30 days of receipt.

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

Section 5.1 CONSULTANT 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 CONSULTANT'S execution of the Task Order. Upon receipt of such notice, CONSULTANT 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 CONSULTANT, 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 CONSULTANT, CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT'S assistance on an emergency basis.

# #16.

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

Section 6.2 CONSULTANT 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. CONSULTANT 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 Effective 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. 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 CONSULTANT of any or all Services listed in the Scope of Services and/or any Task Order under this Agreement by providing written notice to CONSULTANT at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, CONSULTANT shall immediately suspend any work or Services hereunder, unless otherwise instructed by MNWD in such notice.

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

Section 8.3 In the event of any suspension or termination herein, MNWD shall have the right to take possession and shall immediately own all original drawings and other documents

developed for that portion of the work or Services completed and/or being suspended or abandoned.

## **SECTION IX - CONFIDENTIALITY**

### **Section 9.1**

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

B. CONSULTANT 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. CONSULTANT understands the sensitive nature of the above and agrees that neither 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. CONSULTANT agrees not to make use of such Materials for any purpose not related to the performance of the Services under this Agreement. CONSULTANT 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 CONSULTANT 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.** CONSULTANT 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, CONSULTANT 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

## #16.

the CONSULTANT's cost any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.

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

Section 10.2 Commercial General Liability & Automobile Liability Insurance. CONSULTANT and each of its subconsultants shall maintain throughout the term of this Agreement a (i) commercial general liability policy of insurance at least as broad as the latest version of the Insurance Services Office Commercial General Liability Occurrence Form CG 00 01 for bodily injury and/or death, personal injury and property damage claims which may arise from or in connection with the performance of the work under this Agreement by CONSULTANT and its subconsultants, and each of their agents, representatives, or employees; and (ii) a business automobile liability policy at least as broad as the latest version of the Insurance Services Office Business Auto Coverage Form CA 00 01 (code 1 – any auto). Such commercial general liability policy shall be comprehensive in form and shall be on a “per occurrence” basis with limits 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. Such business automobile liability policy shall have limits in a minimum amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

All insurance provided under this Section 10.2 shall (i) name MNWD and its' directors, officers, employees and agents as additional insureds under each such policy (“additional insureds”) pursuant to an additional insured endorsement in a form acceptable to MNWD; (ii) be primary and non-contributory as respects MNWD and its' directors, officers, employees and agents; and (iii) provide a waiver of subrogation in favor of MNWD and its' directors, officers, employees and agents.

Section 10.3 Worker's Compensation. By its signature hereunder, CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT and 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 agents.

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. CONSULTANT shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

In the case of additional insured provisions, any insurance afforded the additional insureds by

this Agreement is primary insurance as to the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be excess of the CONSULTANT's (and its 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 agents; or the CONSULTANT shall provide a financial guarantee satisfactory to MNWD guaranteeing payment of losses and related investigations, claim administration and defense expenses. Maintenance of insurance coverage as specified in this Agreement is a material term of this Agreement, and any failure to maintain or renew coverage, or to provide evidence thereof, as required by the terms is a material breach of this Agreement.

Section 10.5 Indemnity. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONSULTANT'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 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. The CONSULTANT'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all Services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by CONSULTANT hereunder.

## **SECTION XI - WARRANTY**

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

# #16.

Section 11.3 If the Project results in construction of any kind, the Parties agree MNWD and CONSULTANT 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 CONSULTANT, such indemnity to be in accordance with MNWD's construction documents. MNWD and CONSULTANT 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.

CONSULTANT 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 CONSULTANT are intended solely for the benefit of MNWD. Nothing contained herein shall confer any rights upon or create any duties on the part of CONSULTANT 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 CONSULTANT 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, CONSULTANT agrees to fully comply with such Prevailing Wage Laws, if applicable. CONSULTANT 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 CONSULTANT 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. It shall be mandatory upon the CONSULTANT and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).

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 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 DIR. 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 XIII - GENERAL**

Section 13.1 CONSULTANT represents that it is aware of no facts or circumstances which would impair its ability to provide fair and unbiased advice to MNWD in the course of performing

the construction management and inspection support 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 CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the Parties. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it. In the event of any inconsistency between this Agreement and any other agreement or document between the Parties, either written or verbal, including any CONSULTANT proposal document, this Agreement shall control.

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 CONSULTANT 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:

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

**CONSULTANT:**  
Wallace & Associates Consulting, Inc.  
P.O. Box 909  
Murrieta, CA 92564  
Attn: Carl Wallace

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 CONSULTANT is retained as an independent contractor for the sole purpose of rendering the professional and/or special Services, and is not an employee or agent of MNWD. CONSULTANT warrants that it will not represent, at any time or in any manner, that CONSULTANT is an employee or agent of MNWD. CONSULTANT shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD. CONSULTANT shall be solely responsible for the payment of all

# #16.

federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance CONSULTANT, as an independent contractor, is responsible for paying under federal, state or local law. CONSULTANT is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS.

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 CONSULTANT without prior written consent of MNWD.

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

**MOULTON NIGUEL WATER DISTRICT:**

**WALLACE & ASSOCIATES CONSULTING, INC.:**

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

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

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

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

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

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

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

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



This Agreement covers a range of projects and services. Specific CM&I tasks may include, but are not limited to the following activities:

### ***1. Contract Administration and Construction Management***

Provide contract administration and construction management support that includes the following minimum activities:

- Assist the District in administering the pre-construction activities for the project, including a Pre-Construction Conference and pre-construction site condition documentation.
- Prepare Daily Inspection Activity Reports to document daily start and stop times, size of Contractor's crew, equipment used, visitors to jobsite, climatic conditions throughout the day, quantities of materials used, work accomplished, periods of Contractor downtime and cause, inspection procedures and results, and verification of compliance with the Contract Documents. All entries shall be dated and timed. Provide electronic copies of daily reports to the District on at least a weekly basis.
- Ensure compliance with Contract Documents.
- Observe the jobsite for compliance with safety requirements. Inform the District of any concerns or problems observed concerning site or job safety.
- Verify that all deliveries and installation of equipment and materials conform to the Contract Documents and approved shop drawings.
- Respond to inquiries regarding requirements of the Contract Documents.
- Monitor Contractor's schedule and regular progress updates.
- Take digital photographs during key points in the construction to document progress.
- Provide daily communication and conferences with various parties including District, Engineer, geotechnical firm, Cities (as required), HOAs (as required), and the public (in cooperation with District staff).
- Review and respond to RFIs not related to design requirements and intent.
- Generally review and process submittals (detailed review by Engineer).
- Resolve field issues.
- Assist the District in processing the monthly progress payments and ensuring appropriate payment for the actual quantities of work completed.
- Review change orders and provide recommendations.

### ***2. Electrical System Replacement Inspections***

For electrical system replacement projects, provide inspection of all sequencing, materials, installations, third-party testing and commissioning to verify compliance with the Contract Documents. Due to the specialized nature of these project, the Consultant may fulfill a construction management role to coordinate and assist in the timely completion of these projects. Specific tasks may include, but not be limited to, the following:

- A. Verify all electrical conduit and wire size, materials, locations, terminations, labeling and testing. Verify grounding system installation and testing. Verify

# #16.

installation, testing and calibration of instrumentation.

- B. Verify all electrical equipment complies with Contract Documents, approved submittals and manufacturer's requirements. Witness "pre-startup" by Contractor and manufacturers' representatives to verify all equipment has been installed and is operating in accordance with the Contract Documents and manufacturer's recommendations. Witness complete equipment and system performance testing by the Contractor to verify compliance with the design intent and Contract Documents.

### ***3. Condition Assessment Inspections of Reservoirs***

Condition assessment inspections are performed on the District's steel potable water and recycled water reservoirs to determine if and when re-coating is needed, and to identify the necessary structural, operational, safety, and regulatory improvements. Condition assessment inspections typically consist of, but are not limited to, the following activities:

- A. Review of District's existing record documentation and file data
- B. On-site field investigation of all interior and exterior surfaces and appurtenances including structural elements, noting corrosion and defects
- C. Title 22 heavy metal analysis to determine whether existing coating and paint contains hazardous materials
- D. Documentation of observations, including narrative description and photo survey
- E. Identification of operational, safety, and regulatory issues (e.g. fall protection, ingress/egress, cross-connection, etc.)
- F. Conclusions, including a qualitative condition rating and possible reasons for observed corrosion and defects
- G. Recommendations, including specific details for how to address: observed corrosion and defects; structural issues; operational, safety, and regulatory issues; and cathodic protection
- H. Planning level cost estimates for addressing each of the recommendations
- I. Timing for when District should plan to implement the recommendations
- J. Documentation of the above activities shall be assembled into a summary report for each reservoir, as requested by the District

### ***4. Reservoir Rehabilitation Inspections***

For reservoir rehabilitation projects, provide inspection of all coating, rehabilitation, and painting operations to verify compliance with the Contract Documents. Due to the specialized nature of these project, the Consultant may fulfill a construction management role. Specific tasks may include, but not be limited to, the following:

- A. SURFACE PREPARATION INSPECTION – Physically inspect blast-cleaned surfaces to verify compliance to specification, removal of dust, etc.
- B. STRUCTURAL AND TANK IMPROVEMENTS INSPECTION – With a licensed and qualified structural engineer competent in the structural assessment of steel tanks, physically inspect blast-cleaned surfaces to provide recommendations with respect to the use of optional structural bid items (i.e. rafter and lateral bracing replacements). Observe the Contractor’s work during construction of the structural and tank improvements to verify compliance with the Contract Documents. Typical structural and tank improvements may include stairways, guardrails, vents, manways, hatches, ladders and cathodic protection systems.
- C. COATING INSPECTION – After approval of the surface preparation, Consultant shall monitor ongoing weather conditions, Contractor's application equipment and its operation, and proper mixing of materials. Consultant shall physically inspect the application of coatings, including coating material used, spray techniques, cleanliness of surface, thickness, etc.
- D. FINAL INSPECTION – Provide input at the conclusion of finished coating to ensure that the coating material used, application, film continuity (holiday detection) and dry film thickness comply with the plans and specifications.
- E. WARRANTY INSPECTION – Provide warranty inspections prior to the expiration of the warranty period to test for any problems that may arise from defective materials or faulty workmanship. Specific tasks may include but not be limited to: visual inspections, holiday testing, punch list preparation and management, and summary reporting.

#### **5. *Specialty Pipeline Inspections***

For specialty pipeline projects, such as CIPP liner, jack & bore, pipe bursting and other trenchless methodologies, provide inspection and expertise on all sequencing, materials and installation to verify compliance with the Contract Documents.

#### **6. *Specialty Structural Inspections***

## **#16.**

For specialty structural inspection of Capital Improvement Program projects, provide inspection support and expertise on structural portions of the project to verify compliance with the Contract Documents as requested by the District.

- A. During welding operations, verify certifications, joint preparation, electrode types and finished product comply with the Contract Documents.
- B. During mechanical anchorages, verify materials and installation procedures comply with the Contract Documents, approved submittals and manufacturer's recommendations.

### **7. *Startup and Commissioning***

Provide inspection and expertise on all startup and commissioning to verify compliance with the Contract Documents, manufacturer recommendations and industry best practices. Coordinate with the Contractor, Engineer, and District for any sequencing required during the commissioning process. Startup and commissioning tasks may include, but are not limited to, the following:

- Coordination with District staff, Contractor, subcontractors, equipment manufacturers and suppliers
- Verification of proper installation and operation of all components, equipment, controls, and instrumentation
- Witnessing operational demonstrations, simulations, and validation tests for all components of each system and entire facility
- Verification of manual and automatic modes of operation for all equipment and system components
- Verification of all programming and programmable logic controllers
- Assisting the District and Contractor with coordinating integration of each new PLC into District's existing SCADA system (programming of SCADA system by District)
- Witnessing complete performance testing of all equipment
- Coordination, preparation, and/or review of commissioning schedules, worksheets, checklists, logs, and overall plans

### **8. *Maintenance of As-Built Drawings***

Throughout construction, Consultant shall maintain a comprehensive and accurate set of As-Built Drawings. At the conclusion of construction, Consultant shall collect the Contractor's As-Built Drawings for comparison. After any discrepancies are reconciled, Consultant shall consolidate all changes into a single red-line set that will be turned over to the Engineer for the preparation of final Record Drawings.

### **9. *Project Closeout***

Consultant shall perform the following minimum project closeout activities:

- Comprehensive final inspection, in conjunction with District, and preparation of a punch list. Verification of Contractor's satisfactory completion of punch list work.
- Assistance with resolution of any outstanding project issues (e.g. claims, time extensions, punch-list items, etc.)
- Letter to the District recommending acceptance of the project and a substantial completion date
- Verification that final testing, clean-up, restoration, and demobilization are complete
- Comparison between pre-construction and post-construction conditions of the construction areas and access routes to ensure that all areas are returned to pre-construction conditions. Demonstration of proper restoration will need to be made to the District, HOAs (as required), etc.
- Assemble final project documentation from all inspection tasks, test results, and other pertinent information (including photographs). Submit one (1) paper copy and one (1) PDF copy to the District.

The Consultant will be expected to provide services on a part-time basis whenever feasible. The proposed rate structure shall include details specific to part-time services, including any and all provisions for mobilization, travel time, hourly minimums, equipment rates, etc.

**#16.**

**EXHIBIT B  
Subconsultants**

CSI Services  
P.O. Box 801357  
Santa Clarita, CA 91380  
877-274-2422

Rockwell Construction Services  
647/1 Justin Place  
Valley Center, CA 92082

EXHIBIT C  
Task Order  
TASK ORDER – TO- XX  
Engineering Services for  
[PROJECT NAME]  
CIP Project No.

This Task Order is executed pursuant to the “AGREEMENT FOR ENGINEERING SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND WALLACE & ASSOCIATES (Contract No. OM19-20.054b) dated [DATE OF MASTER AGREEMENT] (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.:** TO-XX

**Task Order Scope of Services:**

See EXHIBIT A for Scope of [Services or Work].

Authorized Not-to Exceed Task Order Amount: [WRITTEN AMOUNT OF TASK ORDER] (\$XX,XXX)

A breakdown of fees, rates and direct costs is provided in EXHIBIT B, Fee Schedule.

**Task Order Completion Date:** [DATE TASK ORDER IS TO BE COMPLETED]

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

**EXECUTED, ACKNOWLEDGE AND AGREED:**

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

MNWD’s Representative:

\_\_\_\_\_  
Consultant’s Authorized Representative - (print name/title here)

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

## EXHIBIT D Fee Schedule

### HOURLY FEE SCHEDULE January 1, 2020 through December 31, 2020

Moulton Niguel Water District

#### Fully Burdened Billing Rates

Position	Rates
Project Principal/Project Director	
<i>Carl Wallace, PE</i>	\$ 185.00
Project Managers / Construction Managers	
<i>Senior Project Manager</i>	\$ 175.00
<i>Project Manager</i>	\$ 165.00
<i>Deputy Project Manager</i>	\$ 155.00
<i>Senior Construction Manager</i>	\$ 175.00
<i>Construction Manager</i>	\$ 165.00
<i>Deputy Construction Manager</i>	\$ 155.00
Project Engineer	
<i>Chief Engineer</i>	\$ 180.00
<i>Cost / Sched Engineer</i>	\$ 168.00
<i>Project Engineer</i>	\$ 132.00
<i>Office Engineer</i>	\$ 115.00
Senior Construction Inspector	
<i>Supervising Inspector</i>	\$ 146.00
<i>Senior Inspector</i>	\$ 136.00
<i>Senior Inspector</i>	Swing and night shift \$ 152.00
<i>Senior Inspector</i>	Overtime \$ 188.00
<i>Senior Inspector</i>	Double Time \$ 238.00
Labor Compliance Auditor Specialist	
<i>Labor Compliance Manager</i>	\$ 150.00
<i>Senior Labor Compliance Specialist</i>	\$ 100.00
<i>Labor Compliance Interviewer/Auditor</i>	\$ 84.00
Office Staff	
<i>Project Administrator</i>	\$ 84.00
<i>Administrative Assistant</i>	\$ 80.00

#### NOTES:

Rates are inclusive - Rates include related costs: professional liability insurance, overhead, vehicle, vehicle insurance, fuel, vehicle maintenance, laptop computer, heat gun, probe, smart level, cell phone and calling plan, digital camera and standard tools and equipment. All other direct expenses (Plan Reproduction, Large Printing jobs and Delivery/ Mail) will be billed at cost plus 10%. W&A does not charge job mileage, drive time or mileage to work.

**Premium Time for Inspectors** - Swing or Night Shift will be charged at Shift Differential Rate. Overtime for inspection staff will be used for any Overtime and Saturdays. Double Time will be used for holidays and Sundays. We have a four hour minimum for Inspection.

Construction Inspection Prevailing Wage - For Prevailing Wage (CIP and Off-Site Inspections) Supervising and Senior Construction Inspector Positions we increase rates at the time of new labor determinations for that labor class. These rate increases can occur (without advance notice) in January, April, July and October each year. We would include the DIR increase in our rates plus 100% of the total increase. Using this formula, if the DIR designates a \$1.00/hour increase, W&A would apply a \$2.00/hour increase to the established base rate. In this example, our current rate of \$136.00/hour for the Senior Inspector would increase to \$138.00/hour and the Supervising Inspector rate would increase to \$148.

Subconsultant rates will be marked up by 10%.



**MOULTON NIGUEL WATER DISTRICT**  
**Summary of Financial Results**  
**March 12, 2020**

Year to date unaudited results of operations as of January 31, 2020, are summarized below.

Total operating revenues were \$39.7 million for the month ended, which came in at 59% of the budget. Total operating expenses ended at \$41.2 million, which amounted to 52% of the approved budget. Total net Income for the month ended was \$5.2 million.

The District currently has \$3.7 million available in the Water Efficiency Fund for new projects, rebate applications or additional programs. The remaining balance considers \$3.4 million in approved water efficiency program commitments, along with \$1.5 million in expected additional grant reimbursements for the Smart Meter project.

The District's total unrestricted cash and investments balance at January 31, 2020, was \$145.3 million. The reason for the \$26.9 million increase from June 30, 2019 is due to the issuance of the 2019 Certificates of Participation. Thus far, the District has drawn down \$48.3 million of the \$68.7 million proceeds from the Certificates.

The District holds \$26.3 million invested in three different trustee accounts: The 2015 Revenue Refunding Bonds reserve is currently being met and has a balance of \$1.3 million. The \$4.5 million deposited in the 2019 Revenue Refunding Bonds accounts will be used to pay future debt service payments. The 2019 Certificates of Participation balance of \$20.4 million will be released to the District as the capital program is executed. Each of these accounts held with the Trustee are being actively managed by the District's investment advisors.

Based on the approved FY 19/20 Budget, the Board has established a target reserve level of \$69.7 million, and as of January 31, 2020, the District held \$83.8 million in reserves. Additionally, there is \$41.8 million available in the funds designated for capital projects. The District has spent \$26.1 million on capital projects this fiscal year.

**Moulton Niguel Water District**  
**All Funds - Budget Comparison Report**  
**Year To Date Totals January 31, 2020**

	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>Operating Revenues</b>					
Water Sales	\$ 18,006,005	\$ 18,077,217	\$ 31,512,227	\$ 13,506,222	57%
Recycled Water Sales	3,306,176	3,582,439	6,438,316	3,132,140	51%
Sewer Sales	15,254,845	14,543,416	24,065,352	8,810,507	63%
Water Efficiency	2,859,597	3,316,586	4,764,604	1,905,008	60%
Other Operating Income	227,780	260,420	911,436	683,656	25%
<b>A Total Operating Revenue</b>	<b>39,654,403</b>	<b>39,780,079</b>	<b>67,691,935</b>	<b>28,037,532</b>	<b>59%</b>
<b>Operating Expenses</b>					
Salaries <sup>1</sup>	8,222,803	7,623,178	14,413,800	6,190,997	57%
PERs Employer Contributions <sup>1</sup>	1,482,507	1,298,227	2,547,924	1,065,417	58%
Defined Contribution 401A <sup>1</sup>	146,971	136,185	265,601	118,630	55%
Educational Courses	34,204	25,638	85,934	51,730	40%
Travel & Meetings	202,393	151,623	387,140	184,747	52%
Recruitment & Employee Relations	6,231	17,411	93,813	87,582	7%
General Services	207,495	202,721	490,292	282,797	42%
Annual Audit	24,613	22,963	62,500	37,887	39%
Member Agencies O&M	144,543	150,289	541,714	397,171	27%
Dues & Memberships	135,323	132,492	203,082	67,758	67%
Consulting Services	1,522,760	1,192,925	3,438,300	1,915,540	44%
Equipment Rental	39,407	29,011	66,500	27,093	59%
District Fuel	168,999	155,637	315,000	146,001	54%
Insurance - District	299,341	263,219	532,850	233,509	56%
Insurance - Personnel	282,339	226,762	469,692	187,353	60%
Insurance - Benefits <sup>1</sup>	2,266,575	2,314,330	3,799,415	1,532,840	60%
Legal Services - Personnel	7,376	17,331	50,000	42,624	15%
Legal Services - General	120,315	1,199,082	1,020,000	899,685	12%
District Office Supplies	496,855	338,955	840,305	343,450	59%
District Operating Supplies	824,918	236,445	1,045,269	220,351	79%
Repairs & Maintenance - Equipment	716,314	374,795	1,074,550	358,236	67%
Repairs & Maintenance - Facilities	1,682,616	2,841,873	3,950,249	2,267,633	43%
Safety Program & Compliance Requirements	268,698	245,740	366,898	98,200	73%
Wastewater Treatment	4,111,241	4,662,095	9,471,915	5,360,674	43%
Special Outside Assessments <sup>2</sup>	27,290	27,412	33,600	6,310	81%
Utilities	1,597,142	1,222,169	2,992,102	1,394,960	53%
Water Purchases	15,366,174	15,937,826	28,997,811	13,631,637	53%
Meter / Vault Purchases	-	58,611	-	-	-
Water Efficiency	744,927	443,322	1,883,000	1,138,073	40%
<b>B Total Operating Expenses</b>	<b>41,150,371</b>	<b>41,549,898</b>	<b>79,439,255</b>	<b>38,288,885</b>	<b>52%</b>
<b>A-B Operating Income (Loss)</b>	<b>(1,495,967)</b>	<b>(1,769,819)</b>	<b>(11,747,320)</b>	<b>(10,251,353)</b>	<b>13%</b>
<b>Non-Operating Revenues (Expenses)</b>					
Property Tax Revenue	16,944,857	16,432,453	28,599,883	11,655,025	59%
Investment Income <sup>3</sup>	2,746,429	2,684,802	2,108,233	(638,196)	130%
Property Lease Income	1,146,809	1,033,101	1,800,265	653,457	64%
Interest Expense	(2,284,328)	(2,821,398)	(3,027,210)	(742,882)	75%
Misc. Non-Operating Income (Expense)	522,797	1,463,651	933,435	410,638	56%
Capacity and Demand Offset Fees	114,313	132,901	36,000	(78,313)	318%
<b>C Total Non-Operating Revenue (Expenses)</b>	<b>19,190,877</b>	<b>18,925,510</b>	<b>30,414,606</b>	<b>11,223,729</b>	<b>63%</b>
<b>A-B+C Change in All Funds</b>	<b>\$ 17,694,910</b>	<b>\$ 17,155,691</b>	<b>\$ 18,667,286</b>	<b>\$ 972,376</b>	
<b>Other Non Cash Expenses</b>					
Depreciation	12,479,775	11,399,197	-	(12,479,775)	n/a
<b>D Total Change in Net Position</b>	<b>\$ 5,215,134</b>	<b>\$ 5,756,495</b>	<b>\$ 18,667,286</b>	<b>\$ 13,452,152</b>	

Note: Totals may not sum due to rounding.

- The District has capitalized \$1,146,466 in salaries and benefits year-to-to date related to time spent on capital projects.
- The District paid the FY 19-20 LAFCO fees to the County of Orange.
- Investment income is comprised of realized income of \$1,208,864 and unrealized income of \$1,537,565.

**Moulton Niguel Water District  
All Funds - Budget Comparison Report  
Year To Date Totals January 31, 2020  
Legal Services - General**

Firm	Water Use		Capital <sup>2</sup>	Total
	General <sup>1</sup>	Efficiency <sup>1</sup>		
Alvarado Smith APC	\$ 20,359	\$ -	\$ -	\$ 20,359
Best Best & Krieger LLP	89,938	10,018	31,957	131,914
<b>Total</b>	<b>110,297</b>	<b>10,018</b>	<b>31,957</b>	<b>152,273</b>
<b>Budget Amount</b>	<b>1,000,000</b>	<b>20,000</b>	<b>-</b>	<b>1,020,000</b>
<b>Budget Balance</b>	<b>\$ 889,703</b>	<b>\$ 9,982</b>	<b>n/a</b>	<b>\$ 899,685</b>

Note: Totals may not sum due to rounding.

1. Legal Services - General on the previous page is made up of the General balance of \$110,297 and the \$10,018 Water Use Efficiency balance, for a total of \$120,315.
2. 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	\$ 19,250	\$ 90,750
West Yost Associates <sup>3</sup>	25,676	165,585
<b>Grants Received <sup>4</sup></b>	<b>(2,000,000)</b>	<b>(2,000,000)</b>
<b>Totals</b>	<b>\$ (1,955,074)</b>	<b>\$ (1,743,665)</b>

3. 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.

4. The District has received two grants from the US Bureau of Reclamation since the start of the grant administration program, totalling \$1.8 million. Additionally, the District has received a \$0.2 million grant from Metropolitan Water District of Southern California.

Moulton Niguel Water District  
General Fund - Budget Comparison Report  
Year To Date Totals January 31, 2020

	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	\$ 31,512,227	\$ 18,006,005	\$ 13,506,222	57%
Recycled Water Sales	6,438,316	3,306,176	3,132,140	51%
Sewer Sales	24,065,352	15,254,845	8,810,507	63%
Other Operating Income	911,436	227,780	683,656	25%
<b>A Total Operating Revenue</b>	<b>62,927,331</b>	<b>36,794,807</b>	<b>26,132,524</b>	<b>58%</b>
<b><u>Operating Expenses</u></b>				
Salaries	13,073,384	7,584,515	5,488,869	58%
PERs Employer Contributions	2,374,048	1,380,032	994,016	58%
Defined Contribution 401A	240,739	136,063	104,676	57%
Educational Courses	79,934	25,195	54,739	32%
Travel & Meetings	347,140	182,607	164,533	53%
Recruitment & Employee Relations	93,813	6,231	87,582	7%
General Services	490,292	207,495	282,797	42%
Annual Audit	62,500	24,613	37,887	39%
Member Agencies O&M	541,714	144,543	397,171	27%
Dues & Memberships	139,857	80,855	59,001	58%
Consulting Services	1,603,300	1,055,619	547,681	66%
Equipment Rental	66,500	39,407	27,093	59%
District Fuel	315,000	168,999	146,001	54%
Insurance - District	532,850	299,341	233,509	56%
Insurance - Personnel	339,306	267,956	71,350	79%
Insurance - Benefits	3,267,475	2,103,470	1,164,005	64%
Legal Services - Personnel	50,000	7,376	42,624	15%
Legal Services - General	1,000,000	110,297	889,703	11%
District Office Supplies	493,680	382,891	110,789	78%
District Operating Supplies	1,044,654	823,716	220,938	79%
Repairs & Maintenance - Equipment	969,300	703,082	266,218	73%
Repairs & Maintenance - Facilities	3,950,249	1,682,616	2,267,633	43%
Safety Program & Compliance Requirements	364,548	268,155	96,392	74%
Wastewater Treatment	9,471,915	4,111,241	5,360,674	43%
Special Outside Assessments	33,600	27,290	6,310	81%
Utilities	2,992,102	1,597,142	1,394,960	53%
Water Purchases	28,997,811	15,366,174	13,631,637	53%
<b>B Total Operating Expenses</b>	<b>72,935,710</b>	<b>38,786,922</b>	<b>34,148,788</b>	<b>53%</b>
<b>A-B Operating Income (Loss)</b>	<b>(10,008,379)</b>	<b>(1,992,115)</b>	<b>(8,016,264)</b>	<b>20%</b>
<b><u>Non-Operating Revenues (Expenses)</u></b>				
Property Tax Revenue	28,599,883	16,944,857	11,655,026	59%
Investment Income	2,076,671	1,495,282	581,389	72%
Property Lease Income	1,800,265	1,146,809	653,456	64%
Misc. Non-Operating Income (Expense)	250,812	125,341	125,471	n/a
<b>C Total Non-Operating Revenue (Expenses)</b>	<b>32,727,631</b>	<b>19,712,288</b>	<b>13,015,343</b>	<b>60%</b>
<b>A-B+C Change in General Fund</b>	<b>\$ 22,719,252</b>	<b>\$ 17,720,173</b>	<b>\$ 4,999,079</b>	<b>66%</b>
<b><u>Other Non Cash Expenses</u></b>				
Depreciation	-	12,479,775	(12,479,775)	n/a
<b>D Total Change in Net Position</b>	<b>\$ 22,719,252</b>	<b>\$ 5,240,398</b>	<b>\$ 17,478,854</b>	

Note: Totals may not sum due to rounding.

Moulton Niguel Water District  
 Water Efficiency Fund - Budget Comparison Report  
 Year To Date Totals January 31, 2020

	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	\$ 4,764,604	\$ 2,859,597	\$ 1,905,008	60%	
<b>A</b>	<b>Projected Total Operating Revenue</b>	<b>4,764,604</b>	<b>2,859,597</b>	<b>60%</b>	
<b>Projected Operating Expenses</b>					
Labor	2,101,479	929,159	1,172,320	44%	
Educational Courses	6,000	9,009	(3,009)	150%	
Travel & Meetings	40,000	19,786	20,214	49%	
Dues & Memberships <sup>1</sup>	63,225	54,468	8,757	86%	
Consulting Services	1,935,000	467,141	1,467,859	24%	
Legal Services	20,000	10,018	9,982	50%	
Conservation supplies	347,240	115,167	232,073	33%	
Repairs and Maintenance - Equipment	105,250	13,232	92,018	13%	
Safety Program & Compliance Requirements	-	542	(542)	n/a	
Water Efficiency	1,883,000	744,927	1,138,073	40%	
<b>B</b>	<b>Projected Total Operating Expenses</b>	<b>6,501,194</b>	<b>2,363,449</b>	<b>36%</b>	
<b>A-B</b>	<b>Projected Operating Income (Loss)</b>	<b>(1,736,590)</b>	<b>496,148</b>	<b>(2,232,737)</b>	<b>-29%</b>
<b>Projected Non-Operating Revenue</b>					
Demand offset fees	36,000	56,673	(20,673)	157%	
Grants received <sup>2</sup>	-	298,542	(298,542)	n/a	
Investment Income	31,562	68,466	(36,904)	217%	
<b>C</b>	<b>Projected Total Non-Operating Revenue</b>	<b>67,562</b>	<b>423,680</b>	<b>(356,118)</b>	<b>627%</b>
<b>A-B+C</b>	<b>Projected Change in Water Efficiency Fund</b>	<b>\$ (1,669,028)</b>	<b>\$ 919,828</b>	<b>\$ (2,588,856)</b>	

Note: Totals may not sum due to rounding.

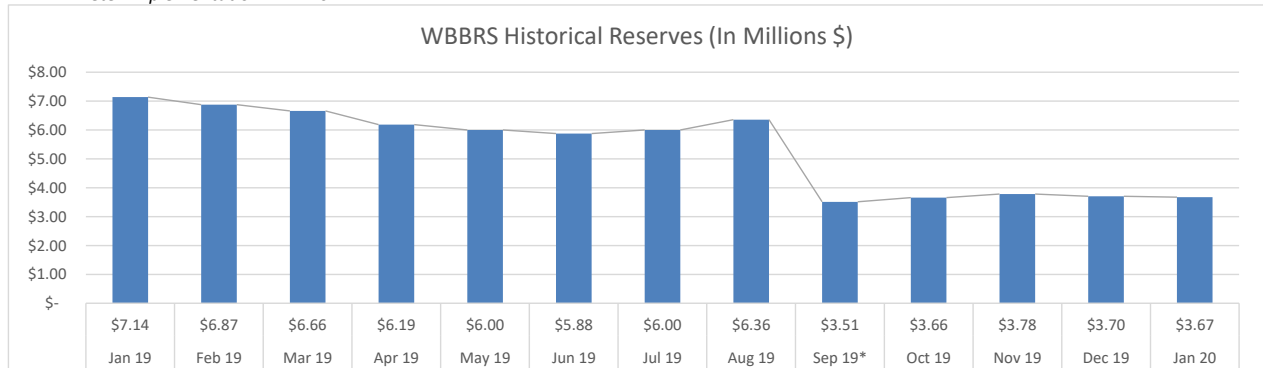
<sup>1</sup> The District participated in the water research foundation this year.

<sup>2</sup> The District received \$300k in grants related to the Smart Meter project.

**Water Efficiency Available Net Position <sup>3</sup>**

Description	Approved Budget	Fiscal Year to Date Actuals	Budget Balance
Fund Net Position, Beginning of Year	\$ 7,166,522	\$ 7,166,522	\$ 7,166,522
Projected Change in Water Efficiency Fund	(1,669,028)	919,828	(2,588,856)
Project Commitments		\$ (3,372,211)	
Capital Spending	(4,742,500)	(1,043,987)	
Fund Net Position, Year To Date Totals January 31, 2020	\$ 754,994	\$ 3,670,152	

3. In addition to realized expenditures, there is approximately \$3,372,211 in project commitments, and \$1,043,987 in capital spending, reducing the available WBBRS reserve balance to \$3,670,152. Additionally, the District anticipates spending another \$4.1 million on Phase III of the smart meter implementation in FY 20-21.



\*Note: The District awarded two contracts for the implementation of the Smart Meter project totaling \$5.9 million.

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

	(Unaudited)	
	January 31, 2020	June 30, 2019
<b>CURRENT ASSETS:</b>		
Cash and investments <sup>1</sup>	\$ 55,430,843	\$ 17,470,320
Accounts receivables:		
Water and sanitation charges	3,341,893	3,761,531
Property taxes	-	309,158
Other accounts receivable	633,983	1,851,349
Interest receivable	585,473	802,315
Inventory	1,263,141	1,054,341
Prepaid expenses	1,907,409	750,393
<b>TOTAL CURRENT ASSETS</b>	<b>63,162,742</b>	<b>25,999,407</b>
<b>NONCURRENT ASSETS:</b>		
Investments <sup>1</sup>	89,845,198	100,897,457
Restricted cash and investments with fiscal agent	26,323,004	5,888,857
Retrofit loans receivable	480,606	490,468
Capital assets, net of accumulated depreciation	370,912,832	381,319,918
Capital assets not being depreciated:		
Land	1,091,910	1,091,910
Construction in progress <sup>1</sup>	37,596,144	13,508,163
<b>TOTAL NONCURRENT ASSETS</b>	<b>526,249,694</b>	<b>503,196,773</b>
<b>TOTAL ASSETS</b>	<b>589,412,436</b>	<b>529,196,180</b>
<b>DEFERRED OUTFLOW OF RESOURCES:</b>		
Deferred Charges on Refunding	358,472	415,501
Deferred Items related to Pension	5,122,331	5,122,331
Deferred Items related to OPEB	479,511	479,511
<b>TOTAL DEFERRED OUTFLOW OF RESOURCES</b>	<b>5,960,314</b>	<b>6,017,343</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOW OF RESOURCES \$</b>	<b>595,372,750</b>	<b>\$ 535,213,523</b>

1. Total cash and investments has changed \$47,342,411 during this fiscal year. The District issued \$64,570,000 of 2019 Certificates of Participation in November 2019. Additionally, \$26,117,905 has been spent on capital projects and \$10,732,646 has been spent on debt service.

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

	(Unaudited)	
	January 31, 2020	June 30, 2019
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 6,155,745	\$ 11,487,184
Interest payable	1,605,786	1,069,054
Compensated absences	883,387	869,518
Current portion of long-term debt:		
Bonds payable	1,990,000	3,360,000
Loans Payable <sup>2</sup>	-	1,283,260
Certificates of participation	910,000	-
<b>TOTAL CURRENT LIABILITIES</b>	<b>11,544,919</b>	<b>18,069,016</b>
<b>LONG-TERM LIABILITIES</b>		
Compensated absences	294,462	289,839
Long-term debt:		
Bonds payable	55,180,000	57,170,000
Loans payable <sup>2</sup>	-	3,805,058
Certificates of participation <sup>1</sup>	63,660,000	-
Net Pension Liability	20,386,747	20,386,747
Net OPEB Liability	1,540,822	1,540,822
<b>TOTAL LONG-TERM LIABILITIES</b>	<b>141,062,031</b>	<b>83,192,466</b>
Bond Discount/Premium	14,714,700	11,116,102
<b>TOTAL LIABILITIES</b>	<b>167,321,650</b>	<b>112,377,584</b>
<b>DEFERRED INFLOW OF RESOURCES:</b>		
Deferred Items related to Pension	1,184,247	1,184,247
Deferred items related to OPEB	14,312	14,312
<b>TOTAL DEFERRED INFLOW OF RESOURCES</b>	<b>1,198,559</b>	<b>1,198,559</b>
<b>NET POSITION:</b>		
Net investment in capital assets	293,943,057	319,601,072
Restricted for capital projects	239,433	375,294
Unrestricted	132,670,051	101,661,014
<b>TOTAL NET POSITION</b>	<b>426,852,541</b>	<b>421,637,380</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOW OF RESOURCES, AND NET POSITION</b>	<b>\$ 595,372,750</b>	<b>\$ 535,213,523</b>

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

1. Total cash and investments has changed \$47,342,411 during this fiscal year. The District issued \$64,570,000 of 2019 Certificates of Participation in November 2019. Additionally, \$26,117,905 has been spent on capital projects and \$10,732,646 has been spent on debt service.

2. The District paid off \$4.1 million in outstanding loans in September 2019, releasing \$4.5 million in restricted cash reserves.

**MOULTON NIGUEL WATER DISTRICT**  
**RESTRICTED CASH AND INVESTMENTS WITH FISCAL AGENT**  
**As of January 31, 2020**

	Reserve Requirement	(Unaudited) Balance 1/31/2020	Over (Under) Requirement	Balance 6/30/2019	Outstanding Debt Balance 1/31/2020
<b>Restricted Cash and Investments:</b>					
2015 Refunding Bonds Reserve	\$ 1,226,500	\$ 1,330,705	\$ 104,205	\$ 1,305,081	\$ 8,565,000
2019 Revenue Bonds	-	4,553,899	4,553,899	4,583,776	48,605,000
2019 Certificates of Participation	-	20,438,400 <sup>1</sup>	20,438,400	-	64,570,000
<b>Total Restricted Trust Accounts</b>	<b>\$ 1,226,500</b>	<b>\$ 26,323,004</b>	<b>\$ 25,096,504</b>	<b>\$ 5,888,857</b>	<b>\$ 121,740,000</b>

Note: Totals may not sum due to rounding.

<sup>1</sup> Money available to fund capital projects. Will be drawn down as capital projects are executed.

FY	Remaining Payoff Schedule		
	Principal	Interest	Totals
2019*	\$ -	\$ 826,155	\$ 826,155
2020	2,900,000	5,012,276	7,912,276
2022	3,465,000	4,643,706	8,108,706
2023	3,640,000	4,466,081	8,106,081
2024	3,460,000	4,288,581	7,748,581
2025	3,630,000	4,111,331	7,741,331
2026	3,815,000	3,925,206	7,740,206
2027	4,005,000	3,728,806	7,733,806
2028	4,210,000	3,524,331	7,734,331
2029	4,415,000	3,308,706	7,723,706
2030	4,640,000	3,082,331	7,722,331
2031	4,865,000	2,854,581	7,719,581
2032	5,090,000	2,646,406	7,736,406
2033	5,280,000	2,448,097	7,728,097
2034	5,485,000	2,238,513	7,723,513
2035	5,705,000	2,010,088	7,715,088
2036	5,945,000	1,768,925	7,713,925
2037	6,185,000	1,522,738	7,707,738
2038	6,440,000	1,265,613	7,705,613
2039	6,700,000	995,594	7,695,594
2040	2,490,000	819,600	3,309,600
2041	2,565,000	743,775	3,308,775
2042	2,645,000	665,625	3,310,625
2043	2,725,000	585,075	3,310,075
2044	2,805,000	502,125	3,307,125
2045	2,890,000	416,700	3,306,700
2046	2,975,000	328,725	3,303,725
2047	3,065,000	238,125	3,303,125
2048	3,155,000	144,825	3,299,825
2049	3,250,000	48,750	3,298,750
	<b>\$ 121,740,000</b>	<b>\$ 67,974,222</b>	<b>\$ 189,714,222</b>

\*Note: Total principal of \$3,360,000 was paid on 9/1/19. Only \$826,155 in interest payments remain in FY 2020.



**MOULTON NIGUEL WATER DISTRICT**  
**NET POSITION**  
**As of January 31, 2020**

	<b>Reserve Target</b>	<b>(Unaudited)</b>		<b>Balance 6/30/2019</b>
		<b>Balance 1/31/2020</b>	<b>Net Change</b>	
<b>Adopted Reserve Targets <sup>1</sup></b>				
Designated for Self Insurance Reserve	\$ 250,000	\$ 236,972	\$ (4,452)	\$ 241,424
Designated for Rate Stabilization	14,299,942	14,681,929	(144,851)	14,826,780
Designated for Emergency Reserves	35,300,000	35,300,000	-	35,300,000
Designated for Operating Reserves <sup>2</sup>	19,859,814	33,627,940	9,426,159	24,201,781
<b>Total Adopted Reserve Targets</b>	<b>\$ 69,709,755</b>	<b>\$ 83,846,841</b>	<b>\$ 9,276,856</b>	<b>\$ 74,569,985</b>
	<b>FY Capital Budget <sup>4</sup></b>			
<b>Designated for Capital Projects <sup>3</sup></b>				
Designated for Replacement and Refurbishment	\$ 43,624,388	28,024,776	\$ 24,999,012	\$ 3,025,764
Designated for Water Supply Reliability	-	-	(346,493)	346,493
Designated for Planning and Construction	21,413,204	13,756,072	(2,796,132)	16,552,204
<b>Total Designated for Capital Projects</b>	<b>\$ 65,037,592</b>	<b>\$ 41,780,848</b>	<b>\$ 21,856,387</b>	<b>\$ 19,924,461</b>
<b>Other amounts</b>				
Designated for Water Efficiency (WBBRS) <sup>5</sup>		\$ 7,042,362	\$ (124,160)	\$ 7,166,522
Restricted for Capital Facilities (Projects)		239,433	(135,861)	375,294
Net Investment in Capital Assets <sup>6</sup>		293,943,057	(25,658,015)	319,601,072
<b>Total Other amounts</b>		<b>\$ 301,224,852</b>	<b>\$ (25,918,036)</b>	<b>\$ 327,142,888</b>
<b>Total Net Position</b>		<b>\$ 426,852,541</b>	<b>\$ 5,215,207</b>	<b>\$ 421,637,334</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 \$45,644,562.

3. Balances in the Capital Project Funds represent available and designated cash to fund identified CIP projects.

4. FY Budget also includes capital expenses of \$1,949,601 and \$4,742,500 in Funds 1 and 6, respectively, bringing the total CIP

5. In addition to realized expenditures, there is approximately \$3,372,211 in project commitments, and \$1,043,987 in capital spending, reducing the available WBBRS reserve balance to \$3,670,151. Additionally, the District anticipates spending another \$4.1 million on the Smart Meter implementation in FY 20-21.

6. Net Investment in Capital Assets calculated as follows:

Total capital assets	\$ 409,600,886
Less capital related debt	(116,016,301)
Add deferred charges related to debt	358,472
<b>Total Net Investment in Capital Assets</b>	<b>\$ 293,943,057</b>

# #17.

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

### Summary of Disbursements in February:

General Fund Disbursements		\$ 8,187,959
<u>Other Fund Disbursements:</u>		
Water Efficiency Fund	343,174	
Replacement & Refurbishment Fund	1,555,819	
Planning & Construction Fund	2,093,904	
2015 Refunding COP payment	214,030	
2019 COP payment	612,125	4,819,052
<b>Total Disbursements for all Funds</b>		<b>\$ 13,007,011</b>

### Detail of Major Expenditures in February:

1. South Orange County Wastewater Authority (SOCWA) FY 19/20 Q3 Deposits		3,380,676
2. Layton Construction Company CMAR Construction Phase Services, progress payment #9		1,995,497
3. Municipal Water District of Orange County (MWDOC) December Water Purchases 1373.3 AF December Readiness to Serve October Turf Removal, Smart Timer Rebates, and Rotating Nozzles December Capacity Charge December SCP and SAC Operation Treated Surcharges December SCP and SAC Operation Untreated Surcharges	1,193,368 98,247 32,513 27,463 6,663 857	1,359,112
4. Vadnais Trenchless Services, Inc. C #2017009 and C#2017014 Portable and Recycle Water Pipeline Replacement, progress payment #5		738,075
5. Irvine Ranch Water District (IRWD) FY 19/20 Q2 Baker Water Treatment Plant O&M		376,330
6. Gateway Pacific Contractors, Inc. C #2017003 Reservoir Management Systems Replacement, progress payment #9		258,538
7. T.E. Roberts, Inc. Engineering Service projects at mutiple Locations		208,684
8. Ferreira Construction Co. Inc. Emergency Repair at mutiple Locations		139,157