



# **moulton niguel** water district

**TECHNICAL COMMITTEE MEETING  
MOULTON NIGUEL WATER DISTRICT  
BOARD OF DIRECTORS**

**26880 Aliso Viejo Pkwy, Suite 150, Aliso Viejo**

**June 1, 2020**

**7:30 AM**

**Approximate Meeting Time: 1 Hour**

**IN AN EFFORT TO PREVENT THE SPREAD OF COVID-19 (CORONAVIRUS), AND IN ACCORDANCE WITH THE GOVERNOR'S EXECUTIVE ORDER N-29-20, THERE WILL BE NO PUBLIC LOCATION FOR ATTENDING THIS BOARD MEETING IN PERSON. MEMBERS OF THE PUBLIC MAY LISTEN AND PROVIDE PUBLIC COMMENT TELEPHONICALLY BY CALLING THE FOLLOWING NUMBER:**

**DIAL: 1-669-900-9128**

**MEETING ID: 843 2762 5953#**

1. CALL MEETING TO ORDER
2. APPROVE THE MINUTES OF THE MAY 4, 2020 TECHNICAL COMMITTEE MEETING (**ROLL CALL VOTE**)
3. PUBLIC COMMENTS

*As permitted under the Brown Act, and in order to provide an equal opportunity for members of the public to provide comment without everyone talking over one another, the Board of Directors will receive all public comments, on items on or off the agenda, during the Public Comment portion of this meeting. Comments are limited to five minutes unless further time is granted by the Presiding Officer.*

## **DISCUSSION ITEMS**

4. Professional Services Agreement for 1050-Zone Secondary Feed Pump Station and Transmission Main
5. Spoils Removal Service Agreement
6. Fiscal Year 2020-21 Proposed Budget

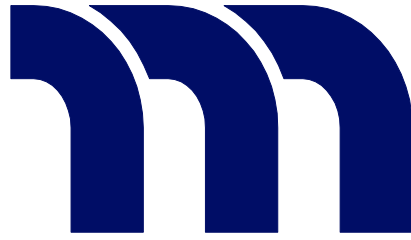
## **INFORMATION ITEMS**

7. Plant 3A Solids Handling Facilities Project Update

## **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

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

**May 4, 2020**

A Regular Meeting of the Technical Committee of the Moulton Niguel Water District was held telephonically at 7:30 AM on May 4, 2020. There were present and participating:

**DIRECTORS**

Duane Cave	Vice President/Chair
Donald Froelich	Vice President
Bill Moorhead	Director

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
Jose Solorio	Government Affairs Officer
Jeff Ferre	Best, Best, & Krieger (General Counsel)
Paige Gulck	Board Secretary
Tim Bonita	Recording Secretary
Matt Brown	MNWD
Johnathan Cruz	MNWD
Todd Dmytryshyn	MNWD
Bryan Hong	MNWD
David Larsen	MNWD
Steve Merk	MNWD
Medha Patel	MNWD

## #2.

### 1. CALL MEETING TO ORDER

*The meeting was called to order by Chairman Cave at 7:30 a.m. Chairman Cave stated that the meeting was being conducted by teleconference pursuant to the Brown Act waivers provided for under the Governor's Executive Orders in response to the COVID-19 State of Emergency. As stated on the agenda, there was no public location for attending the meeting in person. The agenda also stated that the public could listen and provide comment telephonically by calling the number listed on the agenda.*

### 2. APPROVE THE MINUTES OF THE APRIL 6, 2020 TECHNICAL COMMITTEE MEETING

*MOTION DULY MADE BY DONALD FROELICH AND SECONDED BY BILL MOORHEAD, MINUTES OF THE APRIL 6, 2020 TECHNICAL COMMITTEE MEETING WERE APPROVED AS PRESENTED. A ROLL CALL VOTE WAS TAKEN, AND THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, DONALD FROELICH AND BILL MOORHEAD ALL VOTING 'AYE'.*

### 3. PUBLIC COMMENTS

*Chairman Cave stated that as permitted under the Brown Act, and in order to provide an equal opportunity for members of the public to provide comment without everyone talking over one another, public comments, on items on or off the agenda, would be taken during the Public Comment portion of the meeting. Chairman Cave then asked if there was anyone on the phone who would like to provide comment. Hearing none, the Public Comment portion of the meeting was closed.*

## DISCUSSION ITEMS

### 4. Construction Contract Award for Aliso Creek and Southwing Lift Stations Auxiliary Generator Replacements

*Todd Dmytryshyn provided information on the item. Discussion ensued regarding the project. The Committee recommended sending this item to the Board for approval.*

### 5. Amendment No. 1 to the Construction Management and Inspection Agreement for Reservoir Management Systems Replacement Phase 2

*Todd Dmytryshyn provided details on the item. Discussion ensued regarding the item. The Committee recommended sending this item to the Board for approval.*

### 6. Construction Management and Inspection Support for Regional Lift Station Enhancements

*David Larsen provided information on the item. Discussion ensued regarding the project. The Committee recommended sending this item to the Board for approval.*

- 7. Ware Malcomb Professional Services Agreement Contingency for Upgrades at Plant 2A

*David Larsen provided information on the item. Discussion ensued regarding the agreement. The Committee recommended sending this item to the Board for approval.*

- 8. Fiscal Year 2020-21 Proposed Budget

*Matt Collings provided information on the item. Discussion ensued regarding the proposed budget.*

**ADJOURNMENT**

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

Respectfully submitted,

Tim Bonita  
Recording Secretary

DRAFT





## #4.

### Professional Services Agreement for 1050-Zone Secondary Feed Pump Station and Transmission Main

June 1, 2020

Page 2 of 3

An Alternatives Analysis Report was completed in February of 2019 to establish design requirements and determine the best location for the secondary pump station. The report recommended locating the secondary pump station at the Pacific Island Drive No. 1 Reservoir site in the City of Laguna Niguel, where it will pump water from the 920-zone to the 1050-zone. The report also recommended the type of pumping system, pipe size and material, site layout and expansion requirements, associated electrical improvements, generator sizing, and CEQA considerations.

The engineering services for this professional services agreement include the preparation of construction documents in accordance with the recommendations of the Alternatives Analysis Report. The scope of work also includes the preparation of CEQA documents, permit acquisition support, bid and construction phase support.

#### **DISCUSSION:**

On April 16, 2020, staff issued a Request for Proposals (RFP) for engineering services to six qualified firms. Four proposals were received and the fee estimates are summarized below:

<b>Firm</b>	<b>Fee Estimate</b>
Stantec	\$435,000
Dudek	\$599,000
Black & Veatch	\$627,363
Tetra Tech	\$692,000

Staff performed a comprehensive review of the proposals received to determine the overall best value for the professional services required. Based on the consultants' specific project understanding and approach, overall proposal quality, project specific experience, proposed project team, and fee estimate, staff recommends that the Board approve the professional services agreement with Stantec.



Professional Services Agreement for 1050-Zone Secondary Feed Pump Station and Transmission Main  
June 1, 2020  
Page 3 of 3

**SUMMARY OF PROJECT BUDGET:**

	<b>Project Budget*</b>	<b>Proposed / Approved Contract</b>	<b>Proposed / Authorized Contingency</b>	<b>Total Proposed / Authorized Amount</b>
<b>Project Items</b>				
Alternatives Analysis	\$85,000	\$85,000	\$0	\$85,000
Engineering	\$480,000	\$435,000	\$43,500	\$478,500
Construction Contract	\$2,190,000	\$2,190,000	\$0	\$2,190,000
Legal, Permits, District Labor	\$25,000	\$26,500	\$0	\$26,500
<b>Totals</b>	\$2,780,000	\$2,736,500	\$43,500	\$2,780,000

\*\$83,064.84 has been expended to date.

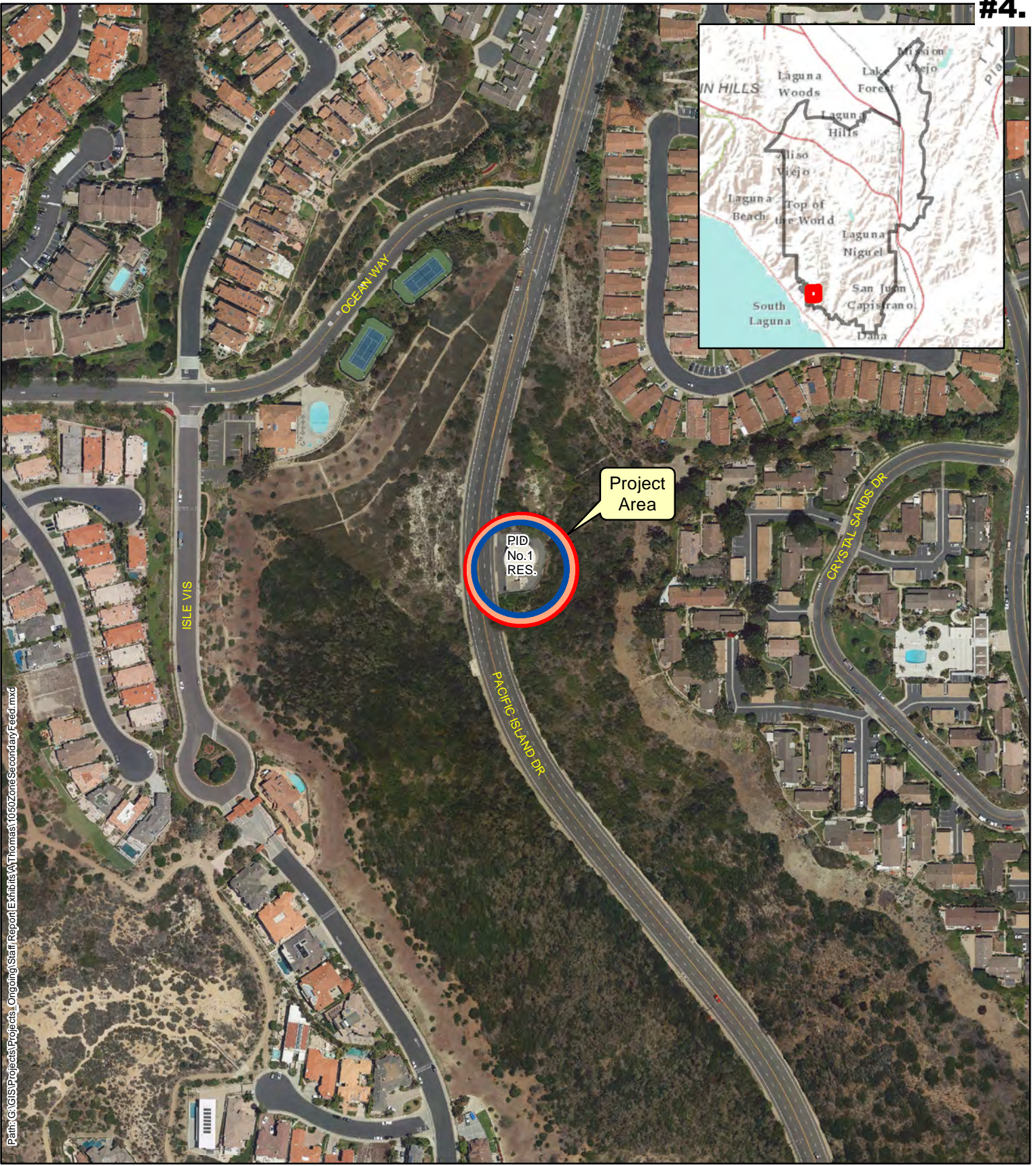
Currently Proposed Amount

Attachments:

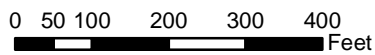
1. Exhibit A – Location Map
2. Exhibit B – PSA for 1050-Zone Secondary Feed Pump Station and Transmission Main
3. Exhibit C – Vendor Contact List







Path: G:\GIS\Projects\Projects\_Ongoing\Staff\Report\Exhibits\A\Thomas\1050ZoneSecondaryFeed.mxd



Scale = 1:3,000

**Exhibit "A" Location Map**  
**1050-Zone Secondary Feed**  
**Pump Station and Transmission Main**  
**Contract No. 2017.019**





**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
STANTEC CONSULTING SERVICES, INC.  
MNWD PROJECT: 1050-ZONE SECONDARY FEED PUMP STATION AND  
TRANSMISSION MAIN  
CONTRACT NO. 2017.019**

This Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date") by and between the Moulton Niguel WATER DISTRICT ("MNWD") and Stantec Consulting Services, Inc., a corporation with its principal place of business at 38 Technology Drive, Irvine, CA 92618 ("Consultant"). MNWD and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**SECTION I – PURPOSE**

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

**SECTION II – TERM**

The term of this Agreement shall be from the Effective Date to **February 28, 2023**, unless earlier terminated as provided herein.

**SECTION III – SCOPE OF SERVICES**

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

Section 3.2. Schedule of Services. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines, including any schedule of services set forth in Exhibit "A."

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

**SECTION IV – COMPENSATION**

Section 4.1. Payment for Services Rendered. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Four Hundred Thirty-Five Thousand Dollars (\$435,000)**

## #4.

without written approval by MNWD. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Section 4.2. Invoices. Consultant shall submit to MNWD a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. MNWD shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

- A. Payment shall not constitute acceptance of any work completed by Consultant.
- B. The making of final payment shall not constitute a waiver of any claims by MNWD for any reason whatsoever.

Section 4.3. Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by MNWD.

Section 4.4. Extra Work. At any time during the term of this Agreement, MNWD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by MNWD to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by MNWD.

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

Section 5.1. MNWD's Representative. MNWD hereby designates its Director of Engineering, or his or her designee, to act as its representative for the performance of this Agreement ("MNWD's Representative"). Consultant shall not accept direction or orders from any person other than MNWD's Representative or his or her designee.

Section 5.2. Consultant's Representative. Consultant hereby designates Jim Cathcart, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

### **SECTION VI – RESPONSIBILITIES OF CONSULTANT**

Section 6.1. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. MNWD retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of MNWD and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this

Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Section 6.2. Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from MNWD, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

Section 6.3. Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of MNWD.

Section 6.4. Substitution of Key Personnel. Consultant has represented to MNWD that certain key personnel will perform and coordinate the Services under this Agreement. The key personnel for performance of this Agreement are as follows: Jim Cathcart, Tama Snow, Joseph Long. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of MNWD. In the event that MNWD and Consultant cannot agree as to the substitution of key personnel, MNWD shall be entitled to terminate this Agreement for cause. Furthermore, any personnel who fail or refuse to perform the Services in a manner acceptable to MNWD, or who are determined by MNWD to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from performing Services by the Consultant at the request of MNWD.

Section 6.5. Coordination of Services. Consultant agrees to work closely with MNWD staff in the performance of Services and shall be available to MNWD's staff, consultants and other staff at all reasonable times.

Section 6.6. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold MNWD, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

## **SECTION VII – LABOR CODE PROVISIONS**

Section 7.1. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold MNWD, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Section 7.2. Registration and Labor Compliance. If the services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

Section 7.3. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

## **SECTION VIII – INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall immediately indemnify, defend, and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against MNWD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse MNWD for the cost of any settlement paid by MNWD or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement



shall include payment for MNWD's attorneys' fees and costs, including expert witness fees. Consultant shall reimburse MNWD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by MNWD, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **SECTION IX – INSURANCE**

Section 9.1. **Time for Compliance.** Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to MNWD that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to MNWD that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for MNWD to terminate this Agreement for cause.

Section 9.2. **Minimum Requirements.** Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. **Commercial General Liability.** Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$1,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects MNWD, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

B. **Automobile Liability.** Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1

## #4.

(any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects MNWD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

C. Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against MNWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

E. Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of MNWD (if agreed to in a written contract or agreement) before MNWD's own primary or self-insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.3. All Coverages. The Consultant is required by this Agreement to state that: (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to MNWD; If any of the required coverages expire or cancel during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to MNWD at least ten (10) days prior to the cancellation or expiration date; and (ii) any failure to comply with

reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.4. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.5. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by MNWD. Consultant shall guarantee that, at the option of MNWD, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MNWD, its directors, officials, officers, employees, agents, and volunteers; and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

Section 9.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII or equivalent, or as otherwise approved by MNWD.

Section 9.7. Verification of Coverage. Consultant shall furnish MNWD with certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to MNWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by MNWD if requested. All certificates and endorsements must be received and approved by MNWD before work commences. MNWD reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

Section 9.8. Reporting of Claims. Consultant shall report to MNWD, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

## **SECTION X – TERMINATION**

Section 10.1. Grounds for Termination. MNWD may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to MNWD, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

Section 10.2. Effect of Termination. If this Agreement is terminated as provided herein, MNWD may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

Section 10.3. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, MNWD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

## **SECTION XI – OWNERSHIP OF MATERIALS AND CONFIDENTIALITY**

Section 11.1. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for MNWD to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of MNWD, and shall not be used in whole or in substantial part by Consultant on other projects without MNWD’s express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to MNWD reproducible copies of all Documents & Data, in a form and amount required by MNWD. MNWD reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by MNWD at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to MNWD upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to MNWD any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to MNWD upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify MNWD and provide MNWD with the opportunity to obtain the documents.

Section 11.2. Subconsultants. Consultant shall require all subconsultants to agree in writing that MNWD is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by MNWD.

Section 11.3. Right to Use. MNWD shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at MNWD’s sole risk. If MNWD uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant’s seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to MNWD upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a

party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

Section 11.4. Intellectual Property Indemnification. Consultant shall defend, indemnify and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by MNWD of the Documents & Data, including any method, process, product, or concept specified or depicted.

Section 11.5. Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of MNWD, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use MNWD's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of MNWD.

## **SECTION XII – ACCOUNTING, INSPECTION AND AUDIT**

Section 12.1. Records. Consultant shall keep and shall preserve for four (4) years after final completion of the services, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to MNWD under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four (4) year period, Consultant shall give MNWD and its agents, during normal business hours, access to such Books and Records. MNWD and its agents shall have the right to make copies of any of the said Books and Records.

Section 12.2. Custody. Where MNWD has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Consultant's business, MNWD may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to MNWD and its Representatives.

## **SECTION XIII – GENERAL PROVISIONS**

Section 13.1. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

## #4.

### **MNWD:**

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

### **CONSULTANT:**

Stantec Consulting Services, Inc.  
38 Technology Drive  
Irvine, CA 92618  
Attn: Jim Cathcart

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

Section 13.2. Subcontracting/Subconsulting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of MNWD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Section 13.3. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of MNWD's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Section 13.4. Time of Essence. Time is of the essence for each and every provision of this Agreement.

Section 13.5. MNWD's Right to Employ Other Consultants. MNWD reserves right to employ other consultants in connection with this Project.

Section 13.6. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

Section 13.7. Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of MNWD. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

Section 13.8. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to MNWD include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

Section 13.9. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Section 13.10. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

Section 13.11. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Section 13.12. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 13.13. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with MNWD's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, MNWD shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of MNWD, during the term of his or her service with MNWD, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 13.14. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 13.15. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

Section 13.16. Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against MNWD. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against MNWD.

Section 13.17. Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

# #4.

Section 13.18. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

Section 13.19. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Section 13.20. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a written amendment signed by both parties.

**MOULTON NIGUEL WATER DISTRICT:**

**STANTEC CONSULTING SERVICES, INC.:**

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

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

(Authorized Representative of  
Consultant)

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

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

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

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

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

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



## Project Understanding

Moulton Niguel Water District's (District) 1050 pressure zone is comprised of approximately 710 residential customers. Being that this is a small, hydraulically closed zone with one type of customer base, flows are highly variable diurnally and seasonally. Currently, all supply comes from a single source, the existing PID-3 pump station. To provide additional system reliability, an alternate supply source is needed. As noted in the 2019 alternatives study, this second source will be located at the existing PID-2 pump station site.

The pump station will be used strictly as a standby supply and pumps will be sized to supply a range of flows from 0 to 500 GPM to meet daily residential water demands plus provide 3,000 GPM fire flow. As originally envisioned, the pump station will include three 250-GPM pumps operating in a two plus one configuration. This site has adequate space for a new pump station, future RMS building, and new backup emergency generator.

The 920 zone will provide supply to the new PID-3 pump station from a connection at Ocean Way and a suction line running south along Pacific Island Drive. Discharge from the new pump station will head north on Pacific Island Drive and connect to the 1050 zone at Casalero Drive. Both suction and discharge lines are anticipated to be 12 inches in diameter. Based on initial calculations assuming maximum day demands plus fire flow, velocities in the pipelines will reach 10 feet per second which is the maximum allowed per the District's design criteria.

65+

Local Water  
and Wastewater  
Staff

1,418

Staff in California

#1

ENR Ranked Top 10  
California Design Firms  
by Market - Water Supply

#2

ENR Ranked Top 10  
International Design Firms  
by Market - Water



## #4. Approach

Based on our review of the alternative analysis, site visit, and review of available record information, Stantec has developed some initial concepts that our design team would like to further vet during preliminary design. For example, if there is adequate utility clearance in Pacific Island Drive, we would recommend placing the suction and discharge piping in a common trench between Ocean Way and the pump station site. This would minimize traffic disruption and reduce construction costs and schedule.

Because the new pump station will be serving as an emergency backup to the existing PID-3 pump station, we suggest evaluating using only two duty pumps without a standby. For the fire pump, we suggest evaluating using a horizontal centrifugal pump rather than a vertical turbine to eliminate the need for a deep can and pump arrangement. To improve operating efficiencies (using smaller motors), we would suggest the fire pump be upsized to provide both fire and domestic flow. The two duty pumps would shut down if the fire pump is operating.

As a potential space saving measure, we will evaluate the feasibility of putting the new emergency generator near the existing building. This would free up more space for the new pump station and RMS building. Less site disturbance may also mean less environmental mitigation and less earthwork.

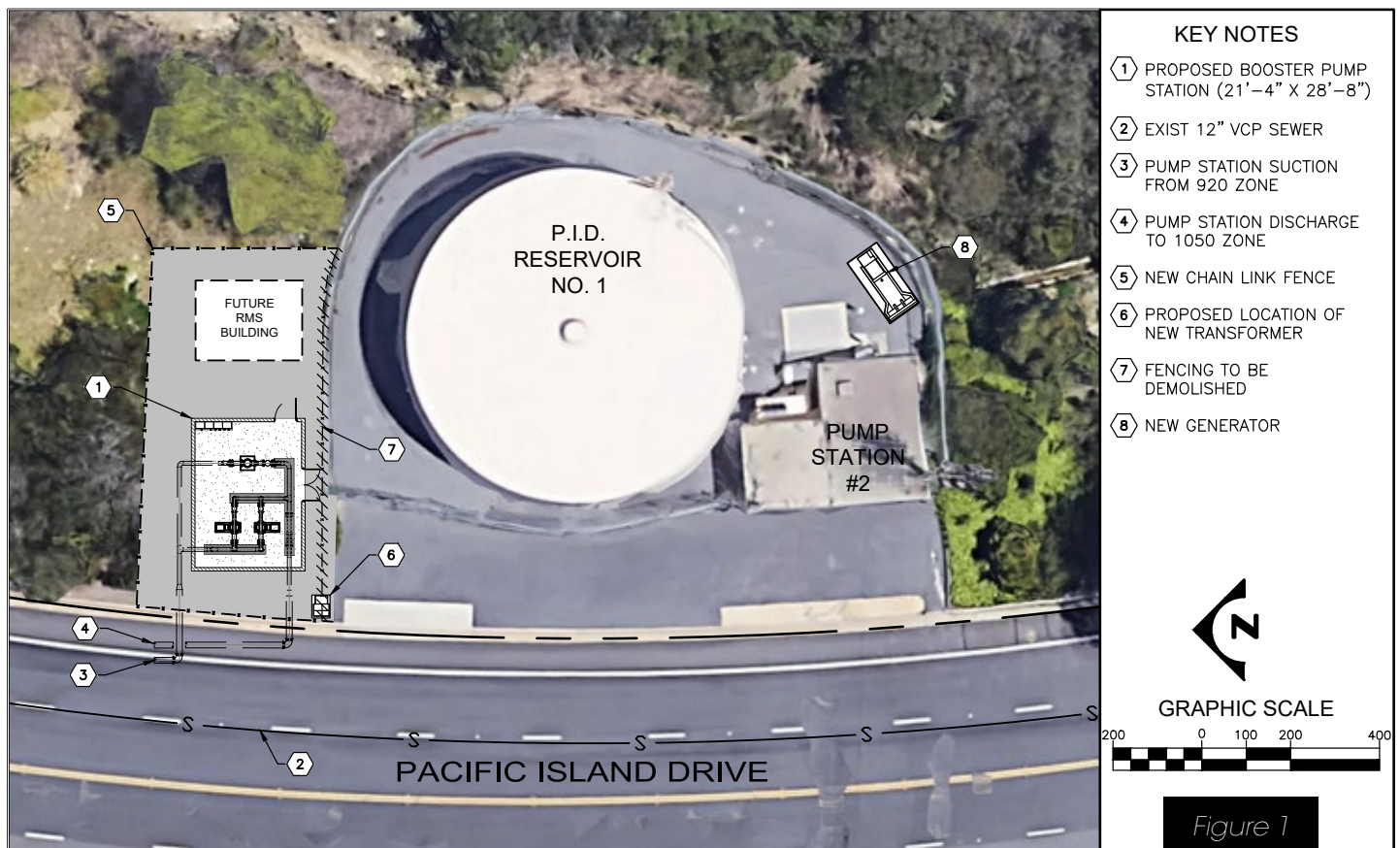
Water circulation in the 920 zone suction line and 1050 zone discharge line can be accomplished in one of two ways. The first option is to install a valve between the suction and discharge lines to flow water from the 1050 zone back to the 920 zone.

This could be a pressure reducing valve with a setting to open briefly during diurnal peak demands or could be an automated valve to open at periodic intervals. The second option is a similar concept except both the 920 and 1050 zones could discharge water into the PID1 reservoir through an automated valve that would open at set intervals or at a set water level.

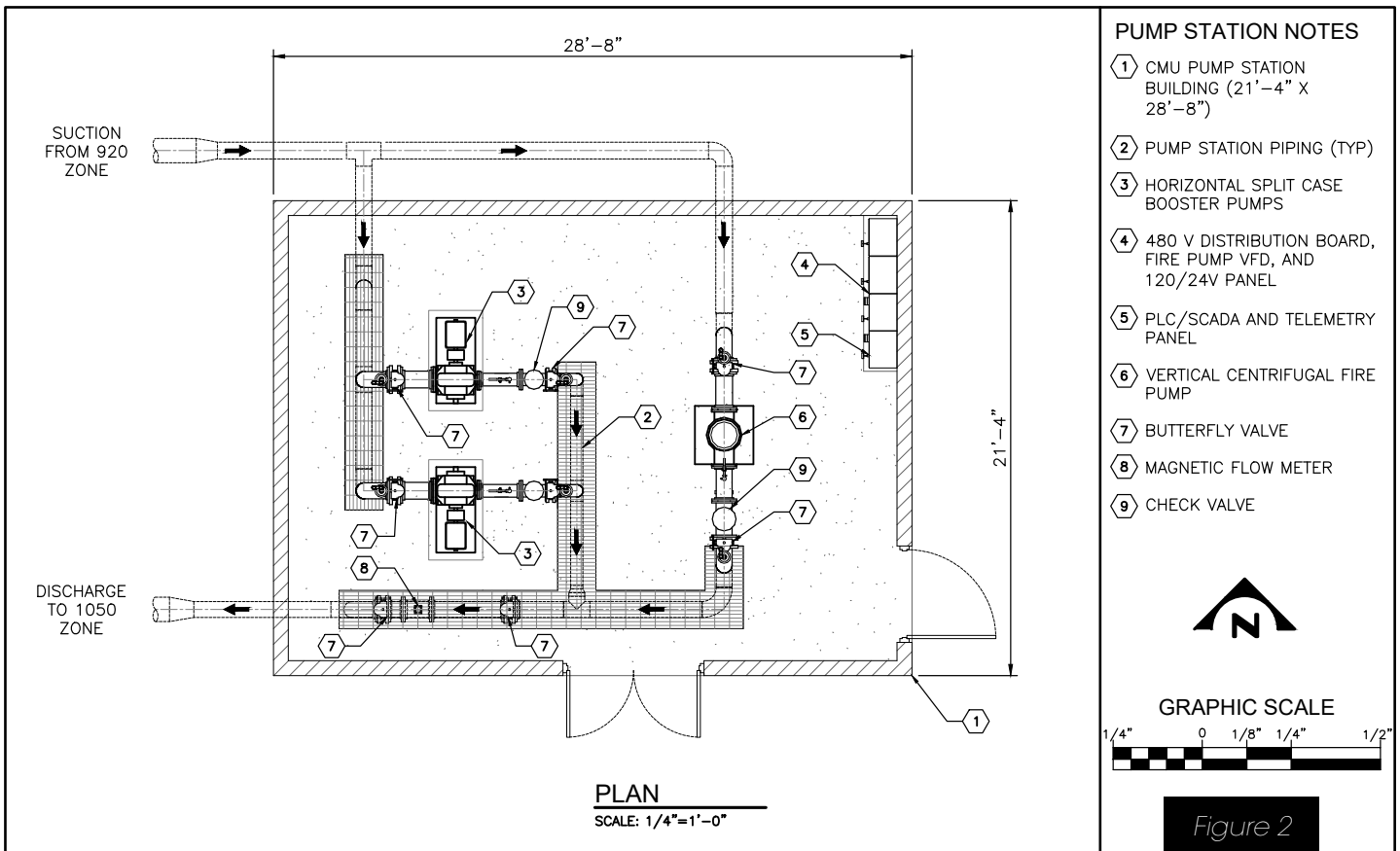
The quantity of water needed to move through the lines can be easily calculated using desktop calculations or the hydraulic model. Operating set points could be based on system pressures, time of day, and or chlorine residual in the lines.

Based on our recent site visit, it may be possible to grade the site such that a retaining wall is not needed. There may also be options to optimize yard piping and improve site access to the new pump station and auxiliary facilities. **Figure 1** shows an alternate site layout that can be evaluated in preliminary design that reduces the overall site footprint. **Figure 2** shows an alternate pump station layout that provides easier access to pumps and removal of the pumps. A 3D model of this optional layout is illustrated on **Figure 3**. These and other ideas can be further explored during preliminary design.

Stantec will prepare either an IS/ND or IS/MND that complies with the CEQA Guidelines and conforms with established thresholds for determining significant effects. Given the proposed project's location in relation to Aliso Creek and large expanses of open space to the north and west there is the potential for the occurrence of special-status plants and wildlife





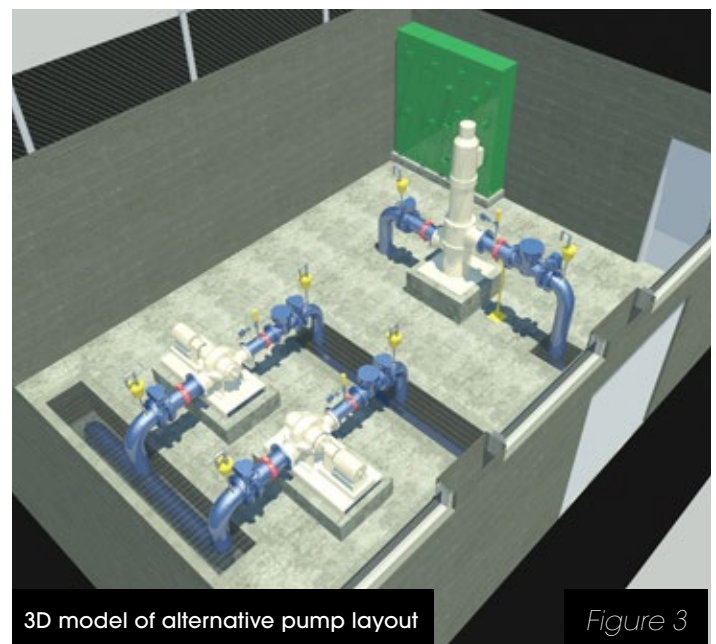


to occur within proposed impact areas. Therefore, biological and cultural resources surveys will be required. In addition, since the anticipated project start date is July, and outside of the regular breeding season for the coastal California Gnatcatcher, Fish and Wildlife require nine surveys at least two weeks apart. This effort will need to start immediately upon notice to proceed. The surveys will not be completed until late August or early September which means the MND cannot be circulated for public review until the survey is completed.

A cursory review of the available geologic maps and reports pertinent to the pump station site was performed and the site is underlain by sandstone and siltstone of the San Onofre Breccia (Tso) and the groundwater table in the area is expected to be relatively deep. This bedrock unit is locally well cemented and may be locally difficult to excavate. Stantec and its geotechnical subconsultant, Leighton and Associates will conduct two borings along the pipeline alignment in Pacific Coast Drive and one within the pump station site at depths of 10 feet and 25 feet respectively in order to develop the geotechnical recommendations and construction costs for the project.

Stantec will prepare traffic control sheets to accommodate vehicular traffic, bicycles, and pedestrians during the project construction phase. Traffic control plans will show traffic control measures required for the implementation of each construction phase including all traffic control devices, temporary lane delineations and construction signing, and will be based on the posted 45 mph speed limit.

Traffic control plan preparation will be in accordance with City of Laguna Niguel requirements and, the California Manual on Uniform Traffic Control Devices (CA MUTCD) and the Work Area Traffic Control Handbook (WATCH) manual, latest editions. Also, our transportation group knows the new Laguna Niguel Public Works Director/City Engineer, Jackie Scott through our work at the Cities of Irvine and Orange. We have a good working relationship with her which will enable us to move efficiently through the permitting process.



## #4.

### Scope of Work

The scope of work is based on the detailed scope presented in your RFP, our review of existing reports and data provided along with the RFP, our site visit, and preliminary investigations and input from manufacturers. **Additions or modifications to the District's scope are highlighted in blue text or strikethrough text.** We understand engineering services will include preliminary and final design; preparation of construction documents and construction cost estimates; preparation of a CEQA Mitigated Negative Declaration document; permit support; bid phase support; and construction phase services.



#### Task 1. Project Administration/Management

Project management will be an on-going task from initial research through construction of the facilities. It includes regular communication with District staff, the design team and subconsultants, and outside agencies. Defined project meetings will include a project kick-off meeting and site visit, project design review meetings after each submittal (as identified in Tasks 2.7 and 2.8), a control strategy workshop, coordination meeting with the City of Laguna Niguel, and one meeting each with AQMD and OCFA for the new generator. Required meetings for CEQA MND preparation and posting are included in Task 2.8. For all planned meetings, Stantec will prepare meeting agendas and minutes for each meeting. Project administration will also include preparation and maintenance of the project schedule, regular project invoicing, and regular project status updates.

**Deliverables:** Agendas and minutes for 10 meetings; biweekly schedule updates

#### Task 2. Records Search and Records Review

Stantec has reviewed the information accompanying the District's RFP including:

- As-Builts for PID2-PS & PID3-PS
- Pertinent Sectional Maps
- 1050 Zone Secondary Feed Alternatives Analysis
- Electrical Distribution Study for PID2-PS
- Example Civil Plan for 2018-19 RMS project

Additional pertinent information will be requested at the kick-off meeting and will include shop drawings, specifications, construction correspondence, inspection reports, and property title report(s).

We will conduct a Records Search to establish street centerlines, property lines, easements, and utilities for the pump station site and pipeline alignment. The records search will include:

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

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

#### Task 3. Utility Research

Working with our subconsultant, T2 Utility Engineers, Stantec will prepare a utility contact spreadsheet listing potential utilities and log information requests and when information is received. This will be incorporated into the utility base map. A utility plan will denote existing above and below ground utilities in order to determine a preferred pipeline alignment



Figure 4

and to determine on site utility arrangements. Our utility research will include the following:

- A. Submit letters to all utilities identified on USA's database
- B. Organize a USA meet and mark
- C. Pre-mark all visible facilities during site walk-through
- D. Confirm that the utilities shown on available record drawings are accurate; update as required
- E. Submit preliminary construction drawings to any other affected utility owners requesting their review to ensure their facilities are correctly shown

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

#### Task 4. Design Survey and Base Construction Drawing

Survey will be conducted by Stantec's in-house survey crews to implement a systematic approach to accurately complete a design survey and prepare a base construction drawing. Provide a ground control survey for right-of-way, curbs and gutters, easements, surface and utilities (including appurtenances) above grade, below ground utilities, and other elements relevant to preparing comprehensive construction drawings including the following:

- A. Research survey records and horizontal/vertical datums to be used
- B. Perform control survey(s)
- C. Dip storm drain and sewer manholes along the limits of the proposed pipe runs
- D. Analyze field and record survey data
- E. Reference all survey data to appropriate datums and permanent survey monuments
- F. Provide contours at appropriate interval

Monuments will be observed to retrace the centerlines and rights-of-way of Pacific Island Drive within the project limits. The results will be incorporated into a base-map illustrating existing right of way conditions. Available agency research, prior surveys, and assessor parcel maps will be used to prepare the base-map. Survey monuments located and indicated on the survey will be existing, centerline monuments found along Pacific Island Drive. A base map of the property will be prepared that illustrates record mapping data (boundary and easements), based on a current

preliminary title report and support documents provided by the District. Boundary and easement data will be calculated from available record sources.

Current aerial topography and existing planimetrics data will be obtained for the site. The photography will be flown for use at a scale of 1" = 40', with contours compiled at 1-foot intervals. Spot elevations and existing site features identifiable from photography will also be compiled. Aerial limits will extend to cover the project site as shown on Figure 4. Horizontal and vertical control will be based on the Orange County Surveyor's Horizontal and Vertical Control Network. A color digital ortho-photo will be prepared from the photography. The ortho-photo will be a rectified image to closely match the compiled topography, providing the capability to prepare accurate, color exhibits on subsequent efforts.

**Deliverables will include:**

- A digital CAD file containing the resulting data
- Digital TIFF image(s) of the ortho-photography along with corresponding geo-referenced World files to allow for seamless integration of the photo into the compiled topography and other drawings.

As a supplement to the aerial effort, conventional ground survey will be used to spot verify the aerial topography and obtain additional detail in key areas including valve covers, manhole lids, manhole invert elevations, utility designation paint marks, and areas obscured by vegetation within the proposed improvements. The supplemental data will be used in conjunction with the aerial mapping to create a single topographic map that will be used as the basis for design.

Provide site survey as necessary to supplement the record-drawings and prepare the construction plans. Consultant shall provide ground control survey for surface structures and utilities (including appurtenances) above grade, below ground utilities, and other elements relevant to preparing comprehensive construction drawings for construction of the proposed facilities.

**Deliverables:** One electronic copy of the completed Base Construction Drawing, together with the proposed horizontal alignment of the proposed water main (a 50 percent submittal).

Construction drawings will be tied to the State Plane Coordinate System.





## Task 5. Potholing

Stantec will prepare a potholing plan for locating and profiling underground utilities. The plan shall include a list and redline drawings of recommended utilities to be potholed, to be approved by the District prior to commencing. Potholing will verify the exact horizontal and vertical locations of all potential utility conflicts by our in-house survey crews. Potholing depth will determine the top and bottom of the potential utility conflicts to accurately plot elevation in profile view.

Necessary encroachment permits and traffic control plans will be prepared according to City of Laguna Niguel requirements. We will submit a pothole report to document findings. Ten potholes are have been budgeted. The following is assumed:

- T2 will notify USA a minimum of 48 hours prior to potholing.
- Stamped traffic control plans will be required.
- Traffic control will be required.
- USA paint removals will be required.
- Project is subject to prevailing wage requirements.
- Slurry backfill will be required for backfill.
- Hot patch asphalt restoration will be required.

**Deliverables:** List and drawings of proposed pothole locations, a pothole report consisting of pothole data sheets for each pothole including ties from existing visible features, depth, material and size of utility.

## Task 6. Geotechnical Exploration

Our subconsultant, Leighton, will prepare a geotechnical exploration and testing plan for the proposed pipeline alignment, pump station, and related structures. The plan will include a list and redlined drawings of recommended geotechnical boring locations. The District will approve this list prior to commencing. The depth of the soil borings will be adequate to characterize the soils to a depth of at least four feet below the proposed water main pipelines, pump station, and related structures. Samples should be collected to adequately define the soil properties affecting the design and construction of the water main pipelines, pump station, and related structures. The geotechnical report will document findings and provide recommendations. The locations of all borings will be plotted on a map and attached to the report, survey coordinates consistent with the project survey. Complete logs of all soil profiles shall be included in the report with all thicknesses (including pavement and base thicknesses), descriptions, classifications, and properties relevant to the design and construction of the water main pipelines, pump station, and structures. The geotechnical report will also discuss the corrosion potential and recommendations for corrosion protection. The report will make recommendations relevant to the design, including dewatering, shoring, backfill, compaction, and corrosion protection.

We have assumed two borings to a depth of up to 10 feet along the pipeline alignment and one boring to a depth of 25 feet within the pump station site. We will be responsible for obtaining encroachment permits from the Cities and preparing traffic control plans for geotechnical activities. Traffic control for the geotechnical field work will be per CA MUTCD/WATCH manual.

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

## Task 7. Preliminary Design

Stantec will prepare a Preliminary Design to include the following items:

- Design criteria for the proposed pump station building
- Design criteria for all major equipment items including the pump system, fire pump, generator with sound dampening, portable generator connection, fuel storage tank, main switchboard, ATS, and load bank, etc.
- Preliminary site plan layout
- Preliminary building layout
- Recommended pipe size and material
- Recommended horizontal alignment and connection points on Base Map Drawing
- Recommended solution for water circulation for pipelines
- Assessment of power needs/availability
- Review electrical distribution system study for PID2-PS and provide input to address any reliability and code compliance issues
- Identify and incorporate all applicable code and regulatory constraints, including those identified for PID2-PS in the electrical distribution system study
- Control philosophies for the operation of the secondary feed pump station
- Research, recommend, and incorporate measures to fire harden the secondary feed pump station, generator, and transformer
- Potential CEQA mitigation requirements
- Preliminary opinion of probable construction cost
- Draft Preliminary Design Technical Memorandum (PDTM) that documents the above items
- Final PDTM that incorporates District review comments or provide explanation of comment dismissal.

### **Deliverables:**

- Five hard copies and a searchable PDF copy of Draft PDTM for District review
- Five signed hard copies and a searchable PDF copy of Final PDTM

## Task 8. CEQA Documentation

Stantec's biological and cultural resources Subject Matter Experts (SMEs) will perform biology and cultural resources surveys to support CEQA compliance. To document the existing biological resources that are present within the proposed project areas, and in adjacent areas, Stantec will conduct a habitat assessment and a single reconnaissance-level survey; the survey will be conducted within 300 feet of the proposed project areas (where accessible). The primary goals of the assessment/survey are to identify and assess habitat capable of supporting special-status wildlife species and/or to document the presence/absence of special-status wildlife species. Prior to conducting the surveys Stantec will review available information regarding biological resources in the area.

Upon completion of the assessment/survey described above, Stantec will incorporate the results into the text of the IS/MND. This will include information regarding species observed in the proposed project areas, the potential for special-status species to occur on or near the proposed project areas, a map of vegetation communities occurring within the proposed project areas, environmental concerns, and regulatory requirements. The report will include photos of the proposed project areas, descriptions of all habitats and sensitive species that are present or have the potential to occur, maps of all sensitive species locations or territories, GIS based site figures, and copies of all California Natural Diversity Database (CNDDDB) forms for sensitive species observations during the surveys.





## #4.

Stantec, in conjunction with Pax Environmental, will conduct non-breeding season protocol surveys for protocol-level non-breeding coastal California gnatcatcher (*Polioptila californica californica*). Surveys will follow the USFWS's 1997 Coastal California Gnatcatcher Presence/Absence Survey Guidelines (Protocol) and conditions specified in U.S. Fish and Wildlife Recovery Permits issued under Section 10(a)(1)(A) of the Endangered Species Act to the qualified biologist(s) conducting the surveys.

As per the Protocol, the permitted biologist will conduct nine (9) surveys a minimum of two weeks apart. Each survey will take one morning to complete. During each visit, the biologist will walk the entire site between dawn and noon. Surveys cannot be conducted during periods of excessive cold, heat, wind or rain and the survey schedule may be extended if such conditions exist on a scheduled survey day. All California gnatcatcher detections will be recorded and mapped on an aerial photo of the site and on a kmz or gpx file.

Upon completion of the surveys a report will be prepared which will describe the suitable habitat for the California Gnatcatcher at the proposed project site, discuss whether the California Gnatcatcher are present or absent at the site. If present, the report will include a discussion of observations of the California Gnatcatcher, and describe territories. A map of all California Gnatcatcher observations and nests overlaid on an aerial photo and/or a USGS map of the site will be included as part of the report.

To support the cultural resources survey, Stantec will perform a cultural resources records review of prehistoric and historic archaeological sites at the South Central Coastal Information Center within a 0.25-mile area surrounding the project site. Records identified within this area will be reviewed for significance and sensitivity and discussed in the IS. No confidential archaeological site records will be reproduced in the IS.

A pedestrian survey of the project site where ground disturbing activities are proposed will be conducted by a Stantec qualified archaeologist. Results of the survey will be presented

Stantec will prepare either an Initial Study Negative Declaration (IS/ND) or Initial Study Mitigated Negative Declaration (IS/MND) that complies with the CEQA Guidelines and conforms with established thresholds for determining significant effects. Appendix G of the CEQA Guidelines will be used as the checklist for the IS/ND/MND. The IS/ND/MND will include:

- Project Description
- Environmental Setting
- Potential environmental impacts and explanations to support findings
- Mitigation measures for any significant effects
- Consistency with plans and policies
- Names of parties responsible for preparation

Stantec will prepare an IS/ND/MND that will provide a clear understanding of the potential effects of the Project. The IS/ND/MND will fully address the environment, as described by CEQA, as "the physical conditions which exist within the area which will be affected by a proposed project including land, air, water,

flora, fauna, noise, objects of historic or aesthetic significance." A detailed analysis of impacts that could occur as a result of Project implementation will be presented for each resource area. Impacts will be assessed and described, and significance of impacts will be measured against criteria that have been established by regulation, accepted standards, or other definable criteria. Information sources will be cited. The IS/ND/MND will specifically evaluate the following environmental factors:

Aesthetics
Agriculture and Forest Resources
Air Quality
Biological Resources
Cultural Resources
Energy
Geology and Soils
Greenhouse Gas Emissions
Hazards and Hazardous Materials
Hydrology and Water Quality
Land Use and Planning
Mineral Resources
Noise
Population and Housing
Public Services
Recreation
Transportation
Tribal Cultural Resources
Utilities and Service Systems
Wildfire



If mitigation is necessary to reduce the significance of potential environmental impacts to a less than significant level, Stantec will prepare a Mitigation Monitoring Plan as a component of the IS/MND.

Consultant shall prepare an Initial Study and the associated CEQA compliance report in accordance with the requirements of CEQA guidelines. Consultant shall be responsible for all publishing and filing requirements of the Initial Study and Negative Declaration.

In accordance with Assembly Bill 52 Stantec will prepare letters on behalf of the District to potentially impacted tribal entities. We recommend sending letters on District letterhead to the Native American Tribes that have expressed interest in District projects. We will note any responses to the letters and include those Tribes that have expressed interest on project stakeholder notifications. Early in the CEQA process, Consultant shall identify and notify potentially impacted tribal entities. The Consultant shall provide consultation with those entities to identify and address potential adverse impacts to tribal cultural resources pursuant to CEQA guidelines and Assembly Bill 52.

Stantec will provide three copies of the first screen check for review by the District. Upon incorporation of any comments, we will submit the document to the State Clearinghouse and circulate for the appropriate public review period. In addition to submitting to the State Clearinghouse, Stantec will submit the ND or MND to up to ten other agencies and prepare the Notice of Intent to Adopt to accompany the public review documents.

Stantec will prepare up to two newspaper notices. Once the comment period is complete, Stantec will assist the District in responding to any public review comments. We will then incorporate any comments from the public, final comments from the District, responses to public comments, and any edits to the CEQA document, as necessary, to constitute the final CEQA compliance report. Upon completion of the final document and approval by District's Board of Directors, Stantec will prepare the Notice of Determination and file with the appropriate filing fees. The District will reimburse for any fees associated with filing the CEQA documents without any markups.

**Deliverables:** Consultant shall submit three sets of the items identified below for each of the specified milestones.

- **Draft CEQA Documents** – Submit three copies of the draft Initial Study, Negative Declaration, and Mitigation Measures to District for review.
- **Final CEQA Documents** – Submit three copies of the final Initial Study, Negative Declaration, and Mitigation Measures for District use only.
- Any other deliverables required to successfully complete the publishing and filing requirements in accordance with current CEQA requirements. In addition to submitting to the State Clearinghouse, we assume that submittal to up to 10 other agencies will be required (e.g. County, Cities, Library, etc.)
- **Electronic files** – Submit PDF file of Initial Study and Negative Declaration. All other electronic files used in preparation of the final documents shall also be included and provided to District electronically via CD or the District's ShareFile site.

## Task 9. Preparation of Contract Documents

Stantec will prepare a complete set of Contract Documents (Construction Drawings and Specifications) for construction of the proposed secondary feed pump station and corresponding infrastructure. The Contract Documents will use the District's standard format, standard forms, standard agreement, standard bonds, complete General Provisions, pertinent Special Provisions, pertinent Technical Specifications, and pertinent Standard Drawings to be provided by the District.

The design will address the recommendations of the 1050 Zone Alternatives Analysis report and the recommendations of the Preliminary Design Technical Memorandum. Stantec will prepare three design submittals described as follows.

**75 Percent Submittal:** Plans for this submittal will include detailed components of the facility design, including civil/site, mechanical, and electrical/instrumentation plans, sections, and details. All sections of the Contract Documents and Specifications will be included along with a preliminary engineer's opinion of probable construction cost.

Aerial rendering of proposed improvements



## #4.

**100 Percent Submittal:** A complete set of construction drawings and specifications will be submitted. All sections of the Contract Documents and Specifications will be included along with a final engineer's opinion of probable construction cost.

The 100 percent submittal will incorporate all District comments from the 75 Percent Review or an explanation of why the comment was not incorporated. The 100 Percent submittal will be a bid ready submittal.

**Final Contract Documents:** After District review of the 100 percent submittal, Stantec will prepare Final Contract Documents. The Final Contract Documents will incorporate all District comments from the 100 Percent Review or an explanation of why the comment was not incorporated. The Final Contract Documents will be stamped and signed construction plans on Mylar and unbound specifications ready for District's signatures.

After obtaining District signatures, Stantec will prepare 15 sets of bound full-size construction plans and 15 sets of bound construction specifications with 11"x17" reduced construction drawings enclosed as an exhibit.

### **Deliverables:**

- **75 Percent Submittal** – Five full size sets of construction plans and five sets of bound construction specifications with 11"x17" reduced construction drawings enclosed as an exhibit. A fully searchable PDF copy will also be required. The preliminary construction cost estimate is to be provided with this submittal.
- **100 Percent Submittal** – Five full size sets of construction plans and five sets of bound construction specifications with 11"x17" reduced construction drawings enclosed as an exhibit. A fully searchable PDF copy will also be required. The final construction cost estimate is to be provided with this submittal.
- **Final Contract Documents** – One full size set of stamped and signed reproducible construction plans (Bond) and unbound specifications for District signature. Thereafter, 15 sets of edge-bound (with binding strips) full size construction plans individually rolled ink-side-out and 15 sets of bound construction specifications printed single-sided with 11"x17" reduced construction drawings enclosed as an exhibit. For the final submittal, specifications shall be provided with colored pages as follows: Bid Forms – White, General Provisions – Blue, Special Provisions – Pink, and Technical Specifications – Green. A fully searchable PDF copy will also be required. Provide all final native files including AutoCAD files for plans (including all reference files; NAD-83, State Plane Zone 6, NAVD-88 of all sheets), Revit or other 3D model files used, MS Word files for specifications, and MS Excel file for cost estimate.

Full size Drawings/Plans will be 22"x34" such that 11"x17" prints are true half size. Also, construction drawings will be tied to the State Plane Coordinate System.

## **Task 10. Opinion of Probable Construction Cost**

Stantec will provide an opinion of the probable construction cost (OPCC) for the complete project. Two formats will be provided: (1) full detailed cost breakdown and (2) in the format of bid items prepared for the Construction Specifications. The OPCC will be provided for both the 75 and 100 Percent Submittals. The final OPCC will be prepared in sufficient detail that a contingency is not required.

**Deliverables:** Preliminary and Final OPCC

## **Task 11. Permit Acquisition Support**

Stantec will prepare required permit applications and plan check requirements for the project and submit to the required agencies on behalf of the District. [Traffic control plan preparation will be in accordance with City of Laguna Niguel requirements, the California Manual on Uniform Traffic Control Devices \(CA MUTCD\), and the Work Area Traffic Control Handbook \(WATCH\) manual, latest editions. Traffic control plan design for Pacific Island Drive will be based on the posted 45 mph speed limit.](#)

The District will pay applicable permit and plan check fees. Stantec assumes that permits will be required from SCAQMD (Permit to Operate for generator), the City of Laguna Niguel (geotechnical exploration and potholing) and a plan check will be required by OCFA. Stantec will provide acquisition support services for the following:

- A. Prepare and submit an application to SCAQMD for Permit to Operate for the new generator. Provide pertinent project information to SCAQMD for a possible Health Risk Assessment conducted by SCAQMD.
- B. Prepare and submit plans to OCFA for plan check of the diesel fuel storage tank.
- C. Coordinate with SDG&E to obtain a service plan for the new service entrance and transformer.
- D. Prepare and submit encroachment permit applications with the City of Laguna Niguel for geotechnical exploration and potholing work.
- E. Attend coordination meetings with the City (covered under Task 2.1).
- F. Provide technical support for application materials and acquisition efforts.
- G. Incorporate all permit conditions into the Contract Documents.

**Deliverables:** Permit applications, plan check packages, and related correspondence

## **Task 12. Bid Phase Support**

During the bidding period, Stantec will assist with providing information and clarification of the Contract Documents to prospective bidders as requested. We will prepare two addenda during the bid process and conduct an onsite pre-bid meeting.

**Deliverables:** Two Addenda if required; pre-bid meeting agenda and minutes

Female Gnatcatcher



### Task 13. Construction Phase Services

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

- A. Pre-Construction Meeting: Conduct a pre-construction meeting with the District and Contractor prior to beginning construction and prepare agenda and minutes.
- B. Contractor's RFI: Respond to approximately 30 Requests for Information from the Contractor and the District.
- C. Shop Drawing Reviews: Review and accept one 100 shop drawing submittals and resubmittals.
- D. Conference Calls: Participate in 20 conference calls of one hour duration during construction as requested by District staff.
- E. Site Visits: Attend four site visits of two hours each as requested by District staff.
- F. Record Drawings: At the conclusion of construction, Stantec will prepare a set of final record drawings based on District-provided single, consolidated set of red-lined as-built drawings. Record drawings will be prepared in AutoCad.

#### **Deliverables:**

- Pre-Construction meeting agenda and minutes
- RFI responses and Submittal Review Comments.
- Three full size sets of draft record drawings. Upon the District's review and approval, one full size set of mylars with original signatures and one full size set bond copy. In addition, Stantec will provide electronic files in both AutoCad (including all reference files; NAD-83, State Plane Zone 6, NAVD-88 of all sheets) and PDF.



# Level of Effort

1050-Zone Secondary Feed Pump Station Transmission Main  
(Project No. 2017.019)

TASK DESCRIPTION	LABOR HOURS																						
	Jim Cathcart, PE Project Manager	Tama Snow, PE Project Engineer	Technical Advisors Project Engineer	Michael Lu, PE Mechanical	Nahid Heidarbaghi, PE Civil	Craig Wilcox, SE Sr. Structural Engineer	Structural Engineer	Kevous Farhani, PE Sr. Electrical Engineer	Jay Miller, I&C Engineer	Electrical&I&C Designer	Cole Warrick Pipeline	Jonya Lofgren Regulatory Compliance	Keith Rutherford, Traffic Engineer	Richard Robison, Sr. Designer	Mauricio Gonzalez CADD	Jim Loucks Estimator	Robert Prohaska, CEQA	Sr. Scientist	Scientist	Greg Sabourn, P.E.S Survey Manager	Jim Steines Survey Analyst	Two Person Crew	Stantec Labor Hours
<b>Task 1 Project Administration/Management</b>	53	35	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	96
Administration	40	16																					56
Kickoff Meeting & Site Visit	4	4																					8
Design Review Meetings (3)	6	6																					12
Control Strategy Workshop	3	3																					6
Agency Meetings (3)		6																					6
CEQA Meetings (2)																	8						8
<b>Task 2 Records Research and Review</b>	0	0	0	0	4	0	0	0	0	0	8	0	0	0	0	0	0	0	8	0	4	0	24
Records Search					4						8												12
Survey Data																					4		4
Environmental																			8				8
<b>Task 3 Utility Research</b>	0	0	0	0	6	0	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	22
Utility Letters/USA Marking					2						8												10
Submit Drawings for Utility Review					4						8												12
<b>Task 4 Design Survey &amp; Base Map</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	22	24	49
Research Records/Field Prep																				1	16	4	21
Aerial Topography																				1	4	4	9
Field Elevations																						4	4
Supplemental Topography																			1	2	2	12	15
<b>Task 5 Potholing</b>	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	6	4	8	30
Pothole Plan											4												4
Field Prep and Survey											4									6	4	8	22
Pothole Report											4												4
<b>Task 6 Geotechnical Exploration</b>	0	4	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	6
Field Prep and Boring Locations		2									2												4
Geotechnical Report		2																					2
<b>Task 7 Preliminary Design</b>	8	18	4	14	4	4	8	4	2	20	30	0	0	20	0	8	0	0	0	0	0	0	144
Develop Design Criteria		2		4			4				4												18
Preliminary Site & Building Layouts		2		4	4									8									18
Power Requirements		2									4												6
Review Reports & Codes						4					8												16
Fire Harden Facilities																							0
Preliminary OPCC											4					8							12
Draft PDTM	6	8	4	4			4		2	4	14			12									58
Final PDTM	2	4		2							8												16
<b>Task 8 CEQA Documentation</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	12	0	48	56	62	0	0	0	0	178
Biological Resources Surveys															4			40					52
Cultural Resources Surveys																4		10					14
AB 52 Consultation																	4	8					12
ND/MND Preparation															8	24	40	4					76
CEQA Support																8	16						24
<b>Task 9 Prepare Contract Documents</b>	28	48	18	62	48	24	126	24	12	108	68	0	28	178	290	0	0	0	0	0	0	0	1062
75 Percent Submittal	16	20	8	40	32	12	80	4		24	40			100	140								516
100 Percent Submittal	12	20	6	16	12	10	28	16	10	60	16		20	60	128								414
Final Contract Documents	8	4	4	4	4	2	18	4	2	24	12		8	18	22								132
<b>Task 10 Cost Opinion</b>	0	0	0	2	2	2	0	2	0	0	2	0	0	0	0	20	0	0	0	0	0	0	30
75 & 100 Percent OPCC				2	2	2		2			2				12								22
Final OPCC															8								8
<b>Task 11 Permit Acquisition Support</b>	0	4	0	0	0	0	2	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	34
SCAQMD Permit to Operate		2										12			8								14
OCFA Plan Check		2					2																12
SDG&E Service Plan										8													8
Encroachment Permits (in subconsultant fees)																							0
<b>Task 12 Bid Phase Support</b>	4	12	0	8	0	0	8	0	0	8	12	0	0	12	0	0	0	0	0	0	0	0	64
Requests for Clarification		4		4			4			4	4												20
Two Addenda		4		4			4			4	4			12									32
On-site Pre-Bid Meeting	4	4								4	4												12
<b>Task 13 Construction Phase Services</b>	4	48	0	32	28	0	44	4	0	40	144	0	0	0	20	0	0	0	0	0	0	0	364
Pre-Construction Meeting	4	4									4												12
Requests for Information (30)		4		8	6		8	4			12												42
Shop Drawing Reviews (100)		8		20	20		34				38				80								200
Conference Calls (20)		20									20												40
Site Visits (4)		8									16												24
Record Drawings	4			4	2		2			2	12				20								46
<b>Total Hours</b>	97	169	22	118	92	30	188	34	14	184	294	20	28	210	322	28	56	56	70	9	30	32	2103

## Anticipated List of Construction Drawings

Sheet No.	Drawing No.	Sheet Title
1	G-1	Title Sheet
2	G-2	Location Map, Vicinity Map, and Drawing Index
3	G-3	General Notes, Symbols, Agency Index & Abbreviations
4	G-4	Construction Notes
5	D-1	Demolition Plan
6	C-1	Overall PID2 PS Site Plan and Horizontal Control Plan
7	C-2	PID2 PS Site Grading and Paving Plan
8	C-3	PID2 PS Yard Piping Plan
9	C-4	PID2 PS Site and Civil Details
10	C-5	Pacific Island Drive - Plan & Profile - 1
11	C-6	Pacific Island Drive - Plan & Profile - 2
12	C-7	Pacific Island Drive - Plan & Profile - 3
13	C-8	Pacific Island Drive - Plan & Profile - 4
14	C-9	Connection and Miscellaneous Details - 1
15	M-1	Mechanical Legend, Symbols, and Abbreviations
16	M-2	Booster Pump Station Plan
17	M-3	Booster Pump Station Sections
18	M-4	Generator Plan and Sections
19	M-5	Mechanical, Plumbing Plan Details
20	M-6	Mechanical Details - 1
21	M-7	Mechanical Details -2
22	A-1	Booster Pump Building Plan, Codes, and Notes
23	A-2	Booster Pump Building Roof Plan and Details
24	A-3	Booster Pump Building Exterior Elevations
25	A-4	Booster Pump Building Sections and Wall Details
26	A-5	Architectural Details
27	S-1	Structural Notes
28	S-2	Structural Design Criteria
29	S-3	Typical Details -1
30	S-4	Typical Details -2
31	S-5	Foundation Plan
32	S-6	Roof Plan
33	S-7	Structural Sections-1
34	S-8	Structural Sections-2
35	S-9	Structural Details-1
36	E-1	Electrical Symbols
37	E-2	Electrical Symbols, Abbreviations and Notes
38	E-3	Electrical Details
39	E-4	Plan Layout, Electrical Equipment Power Plan
40	E-5	Single Line, Service Entrance, MCC, ATS, Load Schedule
41	E-6	Panelboards Schedule
42	E-7	Control Schematic Wiring Diagram for Pumps

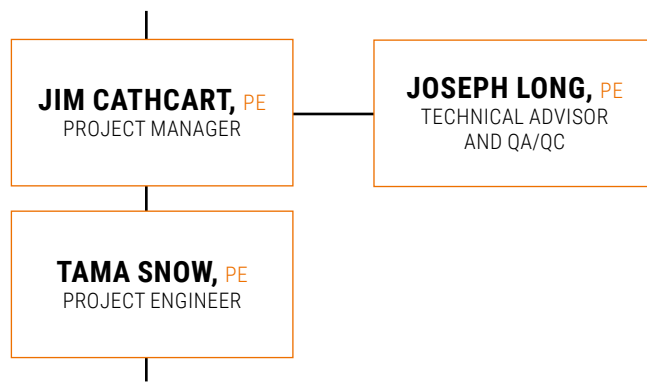
Sheet No.	Drawing No.	Sheet Title
43	E-8	Plan Layout - Duct Bank and Cable/Conduit Routing
44	E-9	Cable/Conduit Schedule and Conduit Development
45	E-10	Lighting Layout, Lighting Schedule
46	I-1	P&ID Standard Symbols and Abbreviations
47	I-2	Pump Station P&ID -1
48	I-3	Pump Station P&ID -2
49	I-4	Generator and Diesel Storage Tank P&ID
50	TC-1	Traffic Control for Pacific Island Drive Pipelines -1
51	TC-2	Traffic Control for Pacific Island Drive Pipelines -2
52	TC-3	Traffic Control for Ocean Way and Casalero Drive Connections
53	TC-4	Traffic Control Details

# #4.

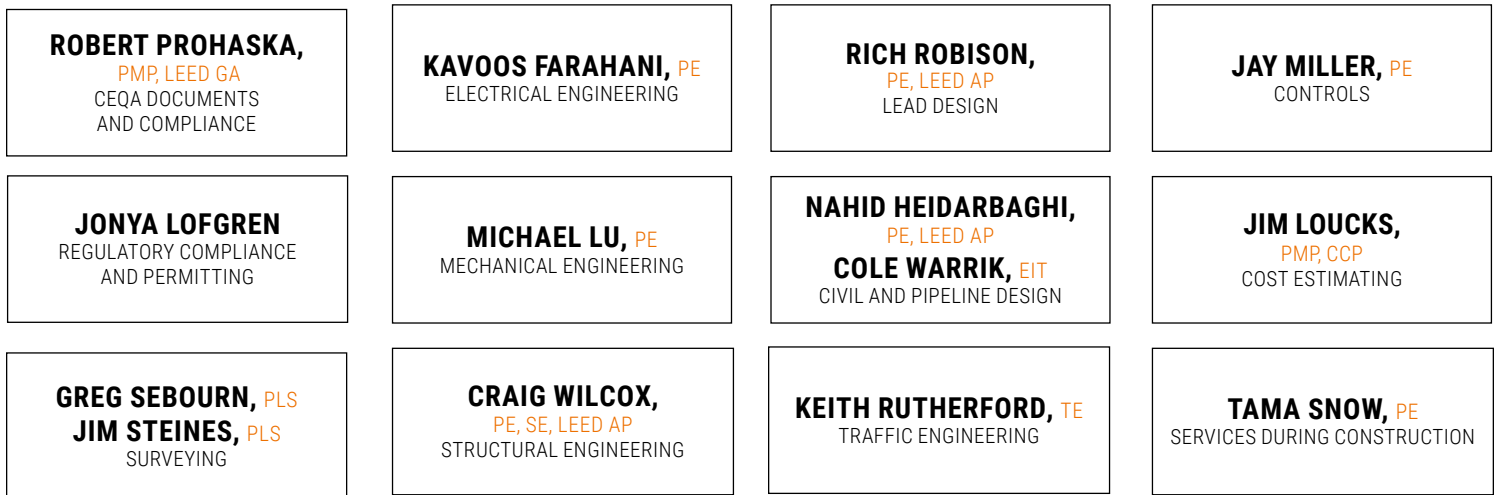
## Organizational Chart

For a project to achieve success, it must engage the right people. Our team has the right blend of local leadership, technical expertise, experience, and availability to help ensure the successful completion of **1050-Zone Secondary Feed Pump Station and Transmission Main**. Collectively, we have worked on hundreds of similar pump station and conveyance projects. We have also worked with our subconsultants on past projects. Below is an illustration of how the team will be organized. The following page includes brief biographies about our key personnel and subconsultants. Resumes for all personnel on the organizational chart are included in Appendix B.

### MNWD



### SUPPORT SERVICES



### SUBCONSULTANTS





**JIM CATHCART, PE**  
PROJECT MANAGER

Jim has 43 years of experience specializing in water resources supply and development in California and the Southwest. He has been responsible for design of over 25 pump station projects. He also provides design reviews for Stantec's local pump station and pipeline projects. Most recently, he has conducted design reviews for the Peck Reservoir and Pump Station, San Diego's Pure Water Pump Station, OCSD's Seal Beach Preliminary Design Report, and is currently a design reviewer for LADWP's San Fernando Groundwater treatment and conveyance design-build project. Jim also provides expert witness services on water supply issues.



**TAMA SNOW, PE**  
PROJECT ENGINEER

Tama has over 29 years of experience in civil engineering planning, design, and construction of water, wastewater, and recycled water projects. She has worked on a multitude of projects from the conceptual phase through the construction and operation phases that included such tasks as obtaining grants and loans, hydraulic modeling, preparing feasibility studies, master plans, design plans, and specifications. She is an organized project manager accustomed to working with multiple task leads and subconsultants. Tama has worked on many similar projects and is currently serving as the Project Engineer for a similar pump station project for the Irvine Ranch Water District.



**JOSEPH LONG, PE**  
TECHNICAL ADVISOR AND QA/QC

Joe has earned a reputation of strong technical expertise to develop project solutions that meet or exceed client expectations. With more than 27 years of experience in planning and engineering consulting, Joe's expertise includes the planning and design of potable municipal water well, wellhead treatment systems, and conveyance pipeline facilities. Joe was the project manager and lead engineer for the design of the Orange Park Acres Well No. 1, Lake Forest Zone B to C Pump Station, and the Principal-in-Charge for the Eastwood Recycled Water Pump Station for the Irvine Ranch Water District, as well as the Morena Pump Station and Conveyance Project for the City of San Diego.

**SUBCONSULTANTS**



**LEIGHTON CONSULTING, INC.**

Role	Geotechnical
Contact Name	Djan Chandra, PE, GE Senior Principal

**Leighton** provides geotechnical engineering, environmental consulting, and materials testing and special inspection services for a variety of civil facilities including water infrastructures. For the last 60 years, Leighton has earned a reputation as a leader in Southern California through innovative yet practical design solutions and field support for construction projects. Leighton's in-house geotechnical and materials testing laboratories are certified by Caltrans, AASHTO, Division of State Architects (DSA), and City of Los Angeles.



**T2 UTILITY ENGINEERS**

Role	Potholing
Contact Name	Matt Tomanek, Branch Manager

**T2** provides services related to utility infrastructure throughout North America. They can handle the above and below ground utility aspects of any project, from small development jobs to large-scale, billion-dollar infrastructure projects. Their certified engineers, geophysicists, surveyors, designers, and field technicians can assess and assist with any potential utility impacts. By using geophysics and proper engineering and surveying processes, T2 can produce accurate, reliable drawings of underground infrastructure.



**PAX ENVIRONMENTAL, INC.**

Role	Environmental
Contact Name	Tom Ryan, Wildlife Biologist

**Pax Environmental, Inc.** is a certified Small Business (SB)/Disabled Veteran Business Enterprise (DVBE) environmental consulting firm based in Southern California. Their professional services include ecological restoration, conservation biology, environmental regulatory permitting, water quality analysis, natural resource planning, and multidisciplinary project management. Pax's staff and associates comprise scientists, biologists, planners, and experienced program managers who complement Stantec's natural resource experts.

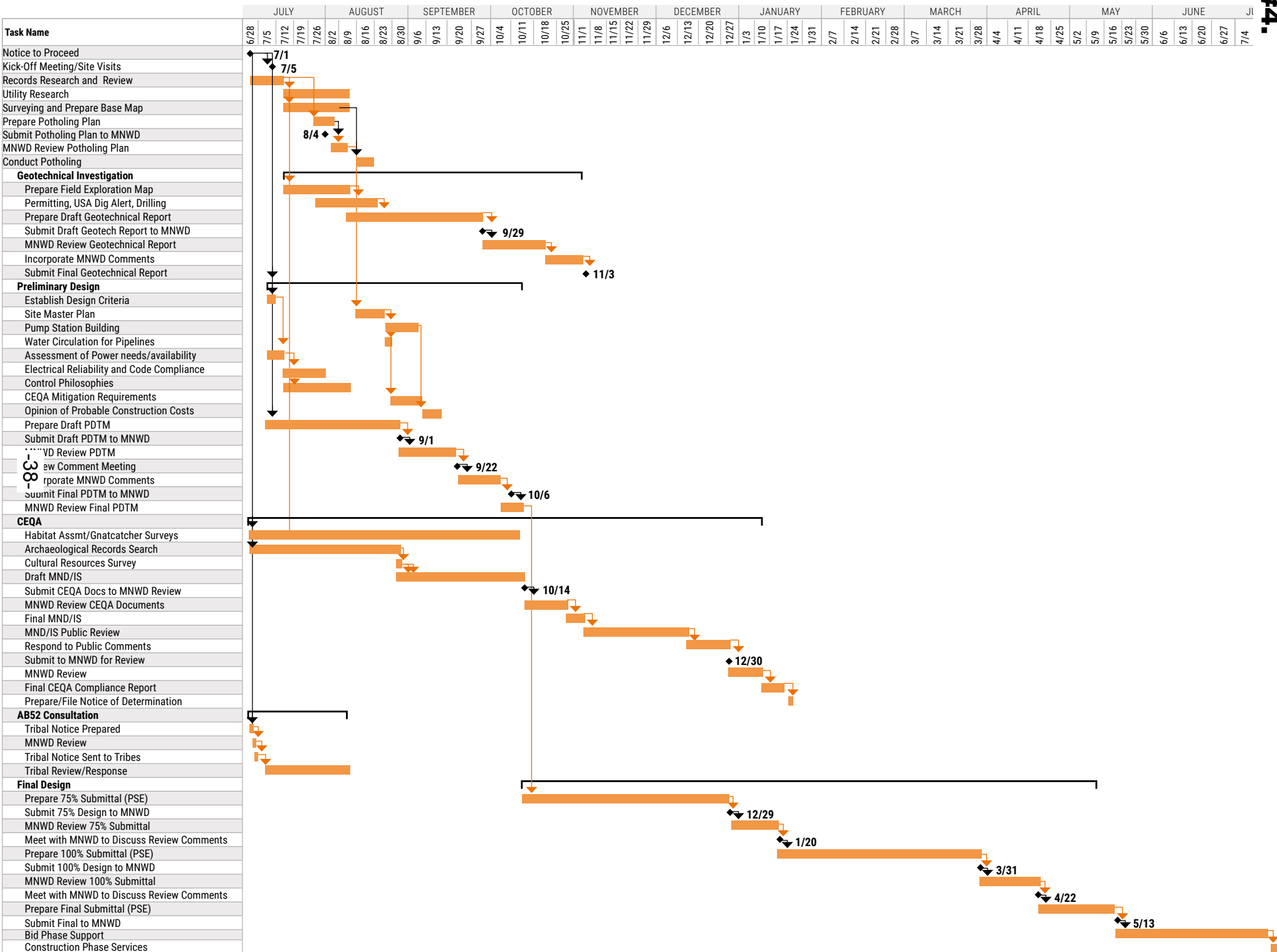




Exhibit B

Fee Schedule

1050-Zone Secondary Feed Pump Station Transmission Main  
(Project No. 2017.019)

TASK DESCRIPTION	LABOR HOURS																						Fee, Dollars				
	Jim Cathcart, PE Project Manager	Tama Snow, PE Project Engineer	Technical Advisors Project Engineer	Michael Lu, PE Mechanical	Nahid Heidarbaghi, PE Civil	Craig Wilcox, SE Sr. Structural Engineer	Structural Engineer	Kavoos Farahani, PE Sr. Electrical Engineer	Jay Miller, I&C Engineer	Electrical/I&C Designer	Cole Warrick Pipeline	Jonya Lofgren Regulatory Compliance	Keith Rutherford, Traffic Engineer	Richard Robison, Sr. Designer	Mauricio Gonzalez CADD	Jim Loucks Estimator	Robert Prohaska, CEQA	Sr. Scientist	Scientist	Greg Sabourm, PLS Survey Manager	Jim Steines Survey Analyst	Two Person Crew	Stantec Labor Hours	Stantec Fee	Other Direct Costs	Subconsultants	Total Fee
Hourly Rate	\$263	\$263	\$263	\$149	\$165	\$191	\$176	\$193	\$193	\$143	\$149	\$149	\$209	\$149	\$132	\$209	\$209	\$165	\$143	\$185	\$176	\$275					
<b>Task 1 Project Administration/Management</b>	53	35	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	96	\$ 24,816	\$ 600		\$ 25,416
Administration	40	16																					56	\$ 14,728			
Kickoff Meeting & Site Visit	4	4																					8	\$ 2,104	\$ 100		
Design Review Meetings (3)	6	6																					12	\$ 3,156	\$ 200		
Control Strategy Workshop	3	3																					6	\$ 1,578			
Agency Meetings (3)		6																					6	\$ 1,578	\$ 200		
CEQA Meetings (2)																	8						8	\$ 1,672	\$ 100		
<b>Task 2 Records Research and Review</b>	0	0	0	0	4	0	0	0	0	0	8	0	0	0	0	0	0	0	8	0	4	0	24	\$ 3,700	\$ 100		\$ 3,800
Records Search					4						8												12	\$ 1,852	\$ 100		
Survey Data																					4		4	\$ 704			
Environmental																			8			8	\$ 1,144				
<b>Task 3 Utility Research</b>	0	0	0	0	6	0	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	22	\$ 3,374			\$ 3,374
Utility Letters/USA Marking					2						8												10	\$ 1,522			
Submit Drawings for Utility Review					4						8												12	\$ 1,852			
<b>Task 4 Design Survey &amp; Base Map</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	22	24	49	\$ 11,027		\$ 3,150	\$ 14,177
Research Records/Field Prep																				1	16	4	21	\$ 4,101			
Aerial Topography																				1	4	4	9	\$ 1,989	\$ 3,150		
Field Elevations																						4	\$ 1,100				
Supplemental Topography																				1	2	12	15	\$ 3,837			
<b>Task 5 Potholing</b>	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	6	4	8	30	\$ 5,802		\$ 28,497	\$ 34,299
Pothole Plan											4												4	\$ 596			
Field Prep and Survey											4												22	\$ 4,610	\$ 28,497		
Pothole Report											4												4	\$ 596			
<b>Task 6 Geotechnical Exploration</b>	0	4	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	6	\$ 1,350	\$ 100	\$ 23,100	\$ 24,550
Field Prep and Boring Locations		2									2												4	\$ 824	\$ 100		
Geotechnical Report		2																					2	\$ 526		\$ 23,100	
<b>Task 7 Preliminary Design</b>	8	18	4	14	4	4	8	4	2	20	30	0	0	20	0	8	0	0	0	0	0	0	144	\$ 25,948	\$ 400		\$ 26,348
Develop Design Criteria		2		4			4			4	4												18	\$ 2,994			
Preliminary Site & Building Layouts		2		4	4								8										18	\$ 2,974			
Power Requirements		2								4													6	\$ 1,098			
Review Reports & Codes						4		4		8													16	\$ 2,680			
Fire Harden Facilities																							0	\$ -			
Preliminary OPCC											4												12	\$ 2,268			
Draft PDTM	6	8	4	4			4		2	4	14		12										58	\$ 10,866	\$ 200		
Final PDTM	2	4		2							8												16	\$ 3,068	\$ 200		
<b>Task 8 CEQA Documentation</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	12	0	48	56	62	0	0	0	0	178	\$ 29,722	\$ 900	\$ 14,070	\$ 44,692
Biological Resources Surveys														4		8		40					52	\$ 7,920		\$ 14,070	
Cultural Resources Surveys																4		10					14	\$ 2,266			
AB 52 Consultation																4		8					12	\$ 1,980			
ND/MND Preparation																8	24	40	4				76	\$ 13,244	\$ 900		
CEQA Support																8	16						24	\$ 4,312			
<b>Task 9 Prepare Contract Documents</b>	28	48	18	62	48	24	126	24	12	108	68	0	28	178	290	0	0	0	0	0	0	0	1062	\$ 171,818	\$ 1,700		\$ 173,518
75 Percent Submittal	16	20	8	40	32	12	80	4		24	40			100	140								516	\$ 82,728	\$ 200		
100 Percent Submittal	12	20	6	16	12	10	28	16	10	60	16			60	128								414	\$ 67,194	\$ 500		
Final Contract Documents		8	4	6	4	2	18	4	2	24	12			8	18	22							132	\$ 21,896	\$ 1,000		
<b>Task 10 Cost Opinion</b>	0	0	0	2	2	2	0	2	0	0	2	0	0	0	0	20	0	0	0	0	0	0	30	\$ 5,874			\$ 5,874
75 & 100 Percent OPCC				2	2	2		2			2					12							22	\$ 4,202			
Final OPCC																8							8	\$ 1,672			
<b>Task 11 Permit Acquisition Support</b>	0	4	0	0	0	0	2	0	0	8	0	20	0	0	0	0	0	0	0	0	0	0	34	\$ 5,528			\$ 5,528
SCAQMD Permit to Operate		2										12											14	\$ 2,314			
OCHA Plan Check		2					2					8											12	\$ 2,070			
SDG&E Service Plan										8													8	\$ 1,144			
Encroachment Permits (in subconsultant fees)																							0	\$ -			
<b>Task 12 Bid Phase Support</b>	4	12	0	8	0	0	8	0	0	8	12	0	0	12	0	0	0	0	0	0	0	0	64	\$ 11,528	\$ 100		\$ 11,628
Requests for Clarification		4		4			4			4	4												20	\$ 3,520			
Two Addenda		4		4			4			4	4			12									32	\$ 5,308			
On-site Pre-Bid Meeting	4	4								4	4												12	\$ 2,700	\$ 100		
<b>Task 13 Construction Phase Services</b>	4	48	0	32	28	0	44	4	0	40	144	0	0	0	20	0	0	0	0	0	0	364	\$ 61,396	\$ 400		\$ 61,796	
Pre-Construction Meeting	4	4									4												12	\$ 2,700			
Requests for Information (30)		4		8	6		8	4			12												42	\$ 7,202			
Shop Drawing Reviews (100)		8		20	20		34				80												200	\$ 31,722			
Conference Calls (20)		20									20												40	\$ 8,240			
Site Visits (4)		8									16												24	\$ 4,488	\$ 200		
Record Drawings		4																									









# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** June 1, 2020

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

**SUBJECT:** Spoils Removal Service Agreement

---

### SUMMARY:

Issue: The current spoils removal agreement expires on June 30, 2020. Staff requires authorization to enter into a new multi-year service agreement for spoils removal to be performed on an as-needed basis for FY 2020-21, 2021-22 and 2022-23.

Recommendation: It is recommended that the Board of Directors approve the Spoils Removal Service Agreement with Goodwin Enterprises Inc., for a three-year not-to-exceed amount of \$907,200; and authorize the General Manager or Assistant General Manager to execute the agreement.

Fiscal Impact: Sufficient funds are included in the FY 2020-21 Budget. Appropriate funds will be budgeted in the FY 2021-22 and 2022-23 Budget.

Reviewed by Legal: Yes

### BACKGROUND:

Spoils material is generated on an ongoing basis 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. Currently, the spoils material is stored in a 160 cubic yard concrete bin at the District’s Plant 3A yard. Upon completion of the construction at Plant 2A, the District will also have the capability of storing 231 cubic yards of spoils at that location. Once the bins are full, the material is removed for disposal to an offsite location by an approved and certified removal services vendor.

## #5.

### Spoils Removal Service Agreement

June 1, 2020

Page 2 of 2

Based on the level of District construction activity, the District typically requires removal services three-times a month, with some months requiring additional removals based on District activities.

#### **DISCUSSION:**

Staff issued a Request for Quotation to eight local vendors that were qualified and capable of performing the required services. A mandatory pre-submission meeting was scheduled on May 4, 2020; seven of the vendors attended. The table below summarizes the quotations received:

<b>Summary of Quotations for Spoils Removal</b>		
<b>Firm</b>	<b>Amount Per Bin 3A (160 Cubic Yards)</b>	<b>Amount Per Bin 2A (231 Cubic Yards)</b>
Goodwin Enterprises	\$7,200.00	\$10,400.00
A & Y Asphalt Contractors	\$17,600.00	\$25,410.00
All American Paving	No Response	No Response
Contera Construction	No Response	No Response
Hardy & Harper	No Response	No Response
KBM	No Response	No Response
Patriot Paving	No Response	No Response
Rose Paving	No Response	No Response

Currently, CR&R picks up the District trash at Plant 2A. Staff contacted CR&R to discuss the possibility of performing the spoils removal as well. At this time, CR&R has indicated they are not able to perform those services. However, we will continue to discuss this option with CR&R into the future. As such, staff recommends the Board authorize the General Manager to enter into a three year agreement with Goodwin Enterprises Inc., for a not-to-exceed amount of \$302,400 per year for FY 2020-21, FY 2021-22 and FY 2022-23, for a total not-to-exceed Agreement amount of \$907,200. This is based on up 42 removals per year.

Attachment: Spoils Removal Service Agreement

**SERVICES AGREEMENT  
BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
GOODWIN ENTERPRISES INC. FOR  
SPOILS REMOVAL AND DISPOSAL  
CONTRACT NO. OM19-20.088**

THIS AGREEMENT (the "Agreement") is approved and entered into as of \_\_\_\_\_(the "Effective Date"), by and between the MOULTON NIGUEL WATER DISTRICT, hereinafter called "MNWD", and Goodwin Enterprises Inc. hereinafter called "Contractor". MNWD and Contractor are sometimes referred to in this Agreement individually as a "Party" or jointly as the "Parties."

**RECITALS**

- A. MNWD requires spoils removal and disposal services at various facility sites owned or operated by MNWD, as further described in this Agreement and in Exhibit A, 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**, MNWD and Contractor for the consideration stated herein agree as follows:

1. SCOPE OF WORK, PERFORMANCE STANDARDS.

(a) Contractor shall perform the Services in accordance with the Scope of Work set forth in attached Exhibit A and the other terms of this Agreement in consultation with MNWD representatives, including the provision of labor, and materials (not otherwise provided by MNWD itself), for various facilities throughout MNWD's service area, from time to time during the term of this Agreement. The quantity of work to be performed and materials provided outlined in Exhibit A is only an estimate. The expected scope and amount of Services to be performed is on an as-needed basis. Contractor acknowledges and agrees MNWD does not guarantee any minimum or maximum amount of Services to be provided under this Agreement and MNWD may use other Contractors for the Services throughout the term of this Agreement, in its sole discretion. Except as otherwise specified under Exhibit A, 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 MNWD.

(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 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

## #5.

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 MNWD. No permitted or required approval of MNWD representatives of costs, schedules, documents, or services of Contractor or investigations thereof, will be construed as making MNWD responsible for the manner in which Contractor performs the Services. Such approvals and investigations are intended only to give MNWD 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 MNWD'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 MNWD 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.

3. COMPLIANCE WITH LAW, LICENSE.

(a) 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.

(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. Contractor must provide its DIR Registration number to the MNWD.

4. MNWD OBSERVATION. Contractor's performance of Services is subject to observation and inspection by MNWD's representatives. The observation, if any, by the MNWD'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 B, 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 **Nine Hundred Seven Thousand Two Hundred Dollars (\$907,200)** (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.

(b) Work will be billed by Contractor in accordance with MNWD’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 MNWD. MNWD will make payment to the Contractor within thirty (30) calendar days of receipt and approval of an invoice by MNWD, provided MNWD may withhold amounts as necessary to satisfy properly filed claims for labor or material; estimated actual costs for correcting defective work; amounts claimed by MNWD 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 MNWD 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 MNWD’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 this Agreement shall be from the July 1, 2020 to **June 30, 2023**, unless earlier terminated as provided herein.

6. PUBLIC LAW REQUIREMENTS: PREVAILING WAGE.

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

(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 after April 1, 2015, 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 MNWD at the sole discretion of the MNWD consistent with Section

## #5.

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

7. AGREEMENT DOCUMENTS. The 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 MNWD.

9. REMEDIES FOR DEFAULT. Without limiting any other right or remedy of MNWD, should MNWD not receive proper Services, cooperation, and response to its requests from Contractor in compliance with this Agreement and the Scope of Work, MNWD reserves the right to withhold payments due to Contractor under this Agreement until said items are completed or corrected by Contractor or, at MNWD'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 MNWD, MNWD 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 MNWD as listed in this Section. Contractor shall not commence Services under the Agreement until it has obtained all insurance required by the Agreement. Executed certificates of insurance and all required endorsements evidencing the required coverage detailed in this Section 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 MNWD 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 MNWD. 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 MNWD.

(d) In the event MNWD 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 Section as well as the following:

- (i) Workers Compensation Insurance and Employers Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against MNWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (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

## #5.

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 in this Agreement is to be construed as limiting the liability of Contractor or Contractor's insurers or sureties. Contractor agrees that the provisions of this Section 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 MNWD, or any persons or property, resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible, including Contractor's subcontractors, if any.

### 11. INDEMNIFICATION

(a) To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend MNWD, 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 the Agreement and the completion of the Services and work hereunder.

12. TERMINATION. MNWD may terminate this Agreement, with or without cause, by providing written notice to the Contractor ten (10) business days in advance of the date of termination; provided, MNWD 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

MNWD in its discretion. Contractor may not terminate this Agreement, except for cause. 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 Work performed for which it has not received prior compensation under this Agreement, subject to any offset from such payment representing MNWD's damages from any material breach of the terms of the Agreement by Contractor or as otherwise provided for under Section 6. In no event, will Contractor be entitled to receive compensation in excess of the compensation specified under Section 6 of this Agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to MNWD.

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 MNWD.

15. ATTORNEYS' FEES. In the event of any declaratory or other legal or equitable action instituted between MNWD 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/MNWD 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, MNWD shall timely notify Contractor if MNWD receives any third-party claim relating to the Services or the Agreement. MNWD shall be entitled to recover from Contractor MNWD'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:

**MNWD:**

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

**CONTRACTOR:**

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

## #5.

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

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 MNWD and Contractor.

21. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of California.

22. 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.

23. 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.

24. 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.

SIGNATURES ON FOLLOWING PAGE

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

**MOULTON NIGUEL WATER DISTRICT:**

**GOODWIN ENTERPRISES INC.:**

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

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

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

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

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

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

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

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

**#5.**

Exhibit A  
Scope of Work

On-call services to haul spoil materials offsite from the following locations:

The District's Operations Facility (Plant 2A), located at 26161 Gordon Road, Laguna Hills, CA 92653.

The District's 3A location, located at 26801 Camino Capistrano, Mission Viejo, CA 92691.

**Services Detail:**

The spoil materials are generally mixed quantities of wet clay/sand, concrete (with occasional rebar) and AC pavement; they are not contaminated and not considered hazardous or regulated. All spoil materials shall become the property of Contractor once it leaves District's locations. The spoils material bin at Districts 3A location is a concrete block structure that measures 30' X 18' X 8' (approximately 160 cubic yards) when completely full. The spoils material bin at Plant 2A is a concrete block structure that measures 25' X 25' X 10' (approximately 231 cubic yards) when completely full. At a minimum, District fills two of the bins each month. It is estimated that the spoil materials will need to be removed at least twice a month; however, the removal services are subject to the needs of District and may require additional removals or no removals in any one month.

Contractor shall provide, at its expense, the equipment and labor necessary to load and remove the spoil materials from the required District spoil bin. Contractor shall dispose of spoil materials in a legal manner, in accordance with all applicable laws and/or regulations, including State, Federal, County, municipal or other 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, unless approved by District. Due to anticipated increased District activities over the course of this contract, District is requiring that each removal be completed within a two working day period.



**Exhibit B  
Fee Proposal**

Item Number	Quantity	Unit	Description	Fee/Quote
1	1	EA	<b>3A Yard</b> - Load and dispose of a full bin of spoil material (Approx. 160 cu yards). Cost based on total dollar amount to empty out bin.	\$ 7,200
		Truckload	<b>3A Yard</b> – Number of truckloads required to empty out 160 cu yards of material	Number of Truckloads <u>9</u>
2	1	EA	<b>2A Yard</b> – Load and dispose of full bin of spoil material (Approx. 231 cu yards). Cost based on total dollar amount to empty out bin.	\$ 10,400
		Truckload	<b>2A Yard</b> – Number of truckloads required to empty out 231 cu yards of material	Number of Truckloads <u>13</u>

NOTE: Fees shall be based on the assumption that the District will require three (3) full bins per month, plus or minus one (1) bin.

Item No. 1 Fee/Quote, Written in Words:

Load & export 9 truck & trailer loads to dumpsite, \$7,200, approx. 24 to 25 tons per load  
Approx. 18 yds per load depending on moisture content of soil.

---

Item No. 2 Fee/Quote, Written in Words:

Load and export 13 truck & trailer loads to dumpsite, \$10,400, approx. 24 to 25 tons per load, approx. 18 yards per load depending on moisture content of soil.

---





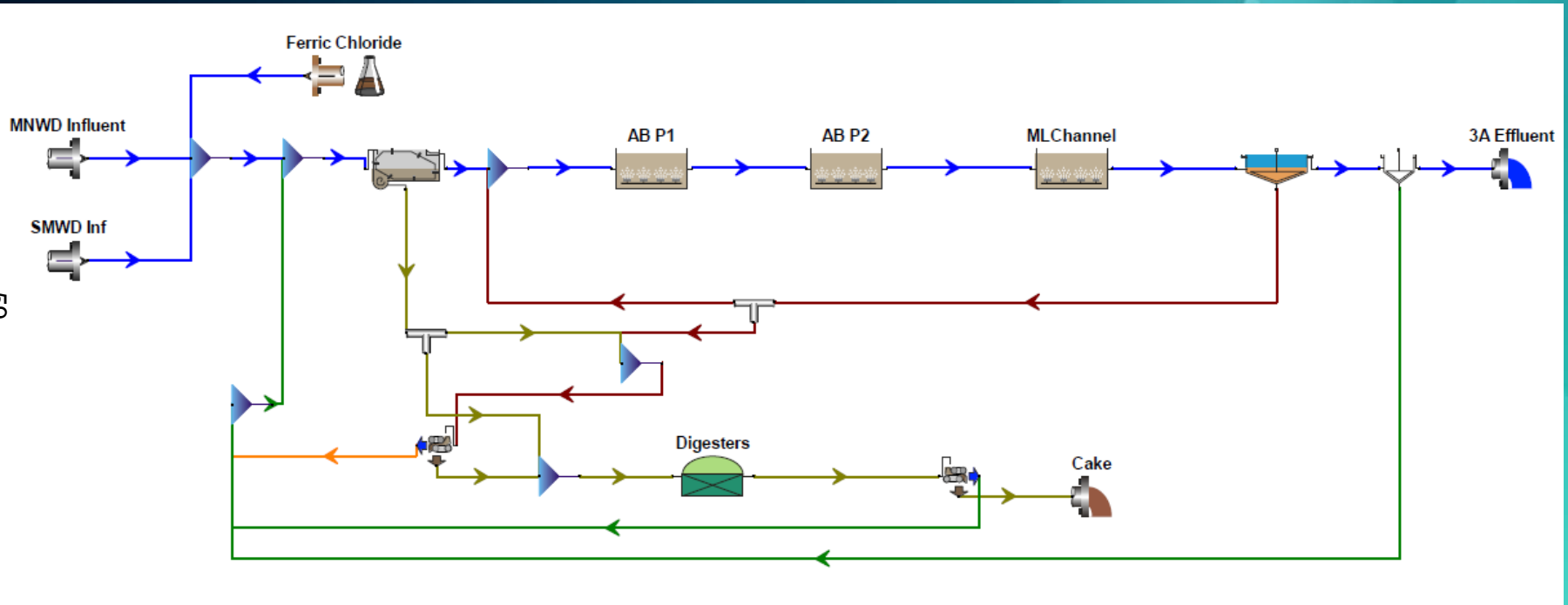
**moulton niguel** water district

# Plant 3A Solids Handling Facilities Project Update

Technical Committee Meeting  
June 1, 2020



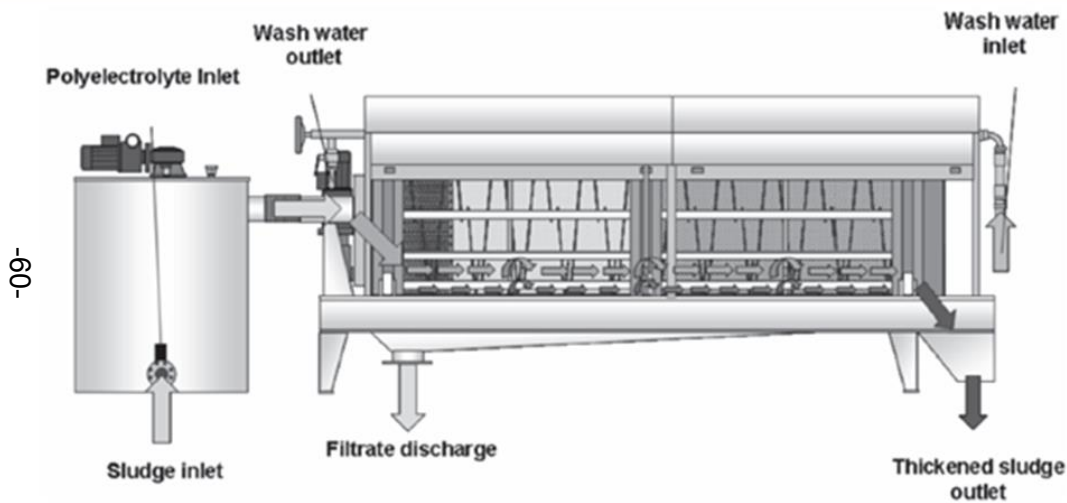
# Sampling and Process Modelling



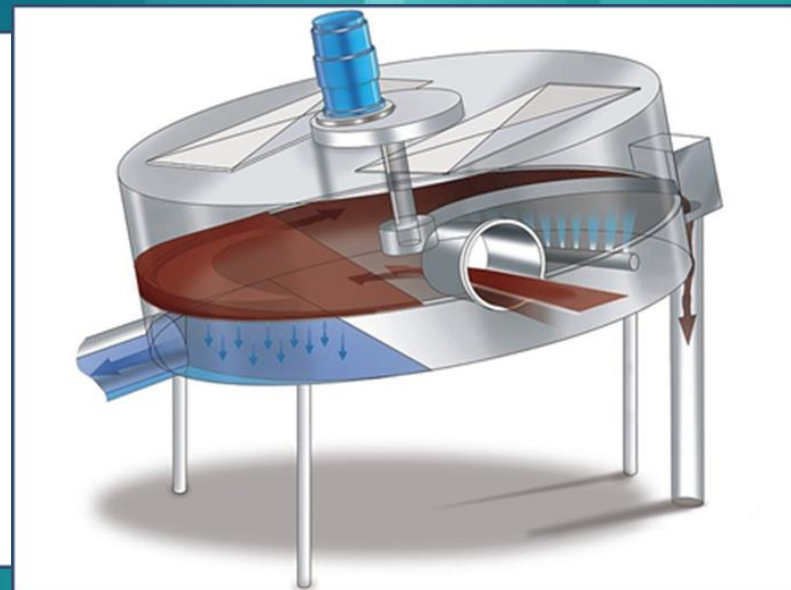
-59-

## BioWin Model Layout

# Sludge Thickening Technologies



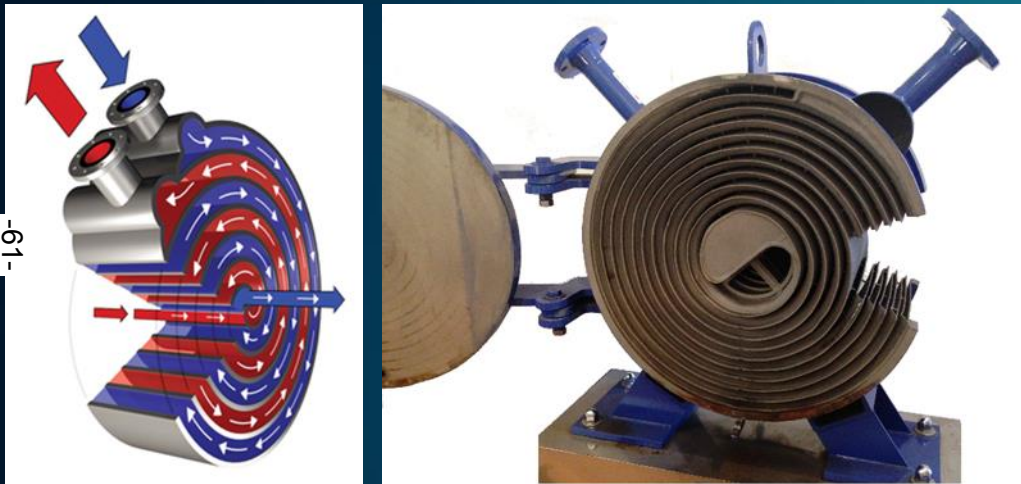
Rotary Drum Thickener



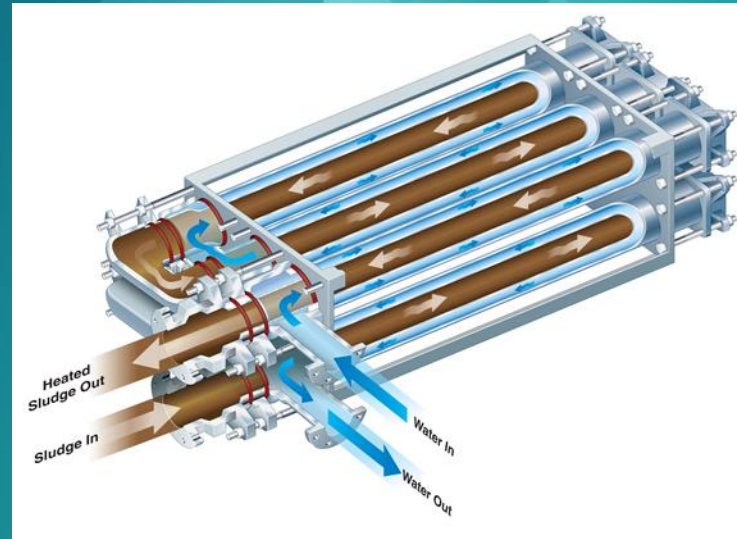
Rotary Disk Thickener



# Sludge Heating Technologies



Spiral Heat Exchangers



Tube Style Heat Exchangers

# Digester Mixing Technologies

-62-



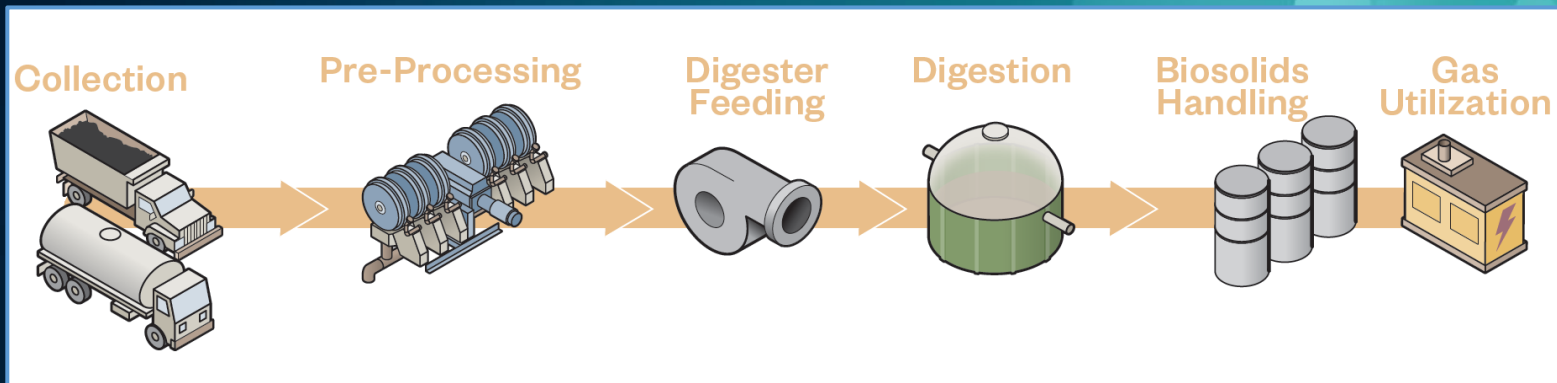
Linear Motion  
Digester Mixing



External Pumped Nozzle  
Digester Mixing



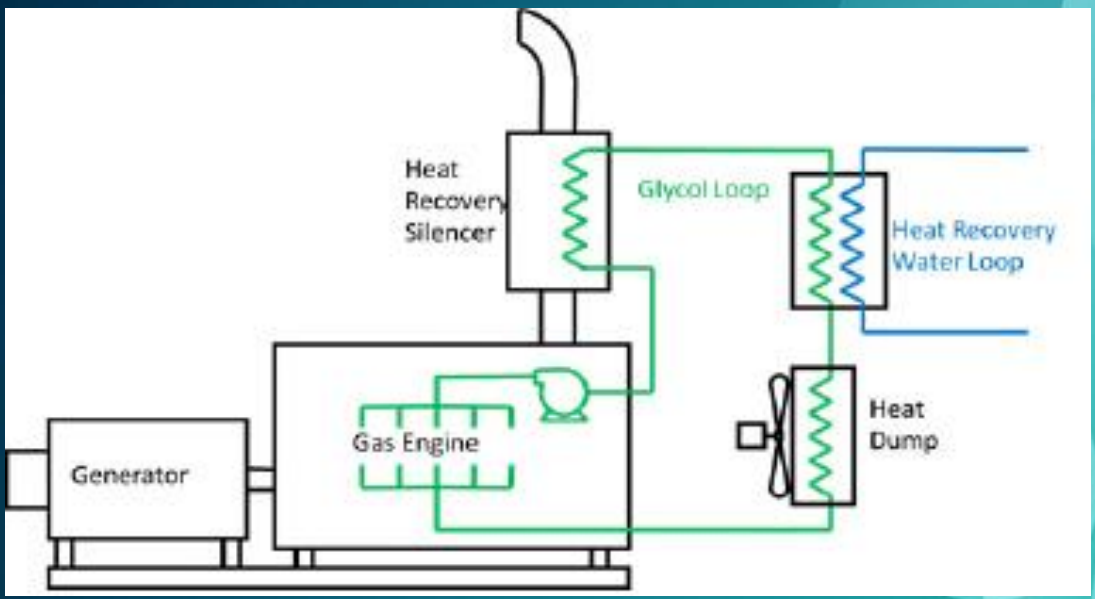
# Evaluation of High-Strength Waste



Co-digestion Flow  
Diagram



# Evaluation of Biogas Utilization



Combined Heat and Power

-64-

# Next Steps

- Completion of Preliminary Design
- Completion of Dudek Solids Handling Analysis
- Update to the Board of Directors



**moulton niguel** water district

QUESTIONS?