



# **moulton niguel** water district

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

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

**August 3, 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 THE PUBLIC TO ATTEND 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: 823 3391 9954#**

1. CALL MEETING TO ORDER
2. APPROVE THE MINUTES OF THE JUNE 29, 2020 TECHNICAL COMMITTEE MEETING
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. On-Call Service Agreement for Sewer Pipe Short Liner Installation
5. Construction Contract Award for Plant 3A Primary Clarifiers No. 3 and No. 4 Rehabilitation
6. Pump Refurbishment Service Agreements

## **INFORMATION ITEMS**

7. Pretreatment & Source Control Program-Ordinance 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**

**June 29, 2020**

A Regular Meeting of the Technical Committee of the Moulton Niguel Water District was held at the District offices, 26880 Aliso Viejo Pkwy, Suite 150, Aliso Viejo, California, at 7:30 AM on June 29, 2020. There were present and participating:

**DIRECTORS**

Duane Cave	Vice President
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
Todd Novacek	Director of Operations
Jose Solorio	Government Affairs Officer
Jeff Ferre	Best, Best, & Krieger (General Counsel)
Paige Gulck	Board Secretary
Tim Bonita	Recording Secretary
Trevor Agrelius	MNWD
Johnathan Cruz	MNWD
Todd Dmytryshyn	MNWD
Bryan Hong	MNWD
David Larsen	MNWD
Steve Merk	MNWD
Medha Patel	MNWD
Adrian Tasso	MNWD

## #2.

### 1. CALL MEETING TO ORDER

*Director Cave called the meeting to order at 7:32 a.m.*

### 2. APPROVE THE MINUTES OF THE JUNE 1, 2020 TECHNICAL COMMITTEE MEETING

*MOTION DULY MADE BY BILL MOORHEAD AND SECONDED BY DONALD FROELICH, MINUTES OF THE JUNE 1, 2020 TECHNICAL COMMITTEE MEETING WERE APPROVED AS PRESENTED. 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 Management and Inspection Services for Regional Lift Station Force Main Replacement

*Joone Lopez and Todd Dmytryshyn presented the item. Discussion ensued regarding the project. The Committee recommended sending this item to the Board for approval.*

#### 5. Construction Contract Amendment for Recycled Water Distribution System Improvements

*Joone Lopez and Alex Thomas presented the item. Discussion ensued regarding the item. The Committee recommended sending this item to the Board for approval.*

#### 6. On-Call Construction Support Services

*Joone Lopez and Steve Merk presented the item. Discussion ensued regarding the selected vendors. The Committee recommended sending this item to the Board for approval.*

**ADJOURNMENT**

*Director Cave adjourned the meeting at 8:16 a.m.*

Respectfully submitted,

Tim Bonita  
Recording Secretary

DRAFT





# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 3, 2020

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

**SUBJECT:** On-Call Service Agreement for Sewer Pipe Short Liner Installation

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### SUMMARY:

Issue: Board action is required to execute an On-Call Service Agreement for Sewer Pipe Short Liner Installations on an as-needed basis.

Recommendation: It is recommended that the Board of Directors authorize the General Manager or Assistant General Manager to execute a three-year agreement with Performance Pipeline Technologies Inc. for a not-to-exceed amount of \$375,000.

Fiscal Impact: Sufficient funds have been included in the FY20-21 Operating Budget and will be included in proposed budgets for subsequent years.

Reviewed by Legal: Yes

### BACKGROUND:

The District maintains more than 500 miles of gravity sewers within its service area. All gravity sewers contain manholes to facilitate the operation and maintenance of the sewer system. Consistent with the Sewer System Management Plan (SSMP), the District’s collections crew performs regular sewer cleaning and video inspections. A condition assessment is performed on the sewer pipe and associated manholes as the facilities are cleaned and video inspected. Through these condition assessments, staff identifies small cracks, joint leaks, and minor defects found within the sewer pipelines that are suitable for short liner repairs. The District anticipates approximately forty (40) short liner spot repairs annually.

Traditionally, sewer pipeline repairs consist of more costly point repair efforts which include excavation, pipeline construction, backfill, traffic control, as well as asphalt and concrete roadway repairs, which may also impact vehicular traffic flow and pedestrians in the nearby area.

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### On-Call Service Agreement for Sewer Pipe Short Liner Installation

August 3, 2020

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In lieu of the excavated spot repairs, the District is proposing to use Ultraviolet Light Cured-in-Place-Pipe (UV CIPP). UV CIPP is a proven trenchless repair technology, that provides a direct spot repair within the sewer pipeline by installing a short liner patch. This technology has enabled pipeline repairs to be performed via entry through existing manholes, with the repair completed directly on the exact point of damaged sewer pipeline, with no excavation necessary.

The UV light curing method enables the repair to be completed quickly (typically within 10-15 minutes), thereby eliminating the need for significant sewer by-pass in most instances. The District has previously utilized this UV CIPP technology and has found this method to be a viable, cost-effective alternative technique for short pipeline repairs with far less impact to District's customers. In situations where extensive pipeline damage exists, staff will assess all alternatives for repair, including full replacement, when appropriate.

#### **DISCUSSION:**

On June 15, 2020, staff issued a Request for Proposal (RFP) for On-Call UV CIPP Short Liner Installation to five qualified firms. Two proposals were received, and the table below summarizes the proposed cost from each firm for the most common pipe diameters anticipated to receive UV CIPP spot repairs:

<b>Summary of Costs for UV CIPP Short Liner Installation</b>		
<b>Contractor</b>	<b>Pricing (per repair of 8" pipe)</b>	<b>Pricing (per repair of 10" pipe)</b>
Nu Line Technologies, LLC	\$4,700	\$4,800
Performance Pipeline Technologies Inc.	\$2,500	\$2,600

Staff performed a thorough review of the proposals received to determine the best overall value for the District. Based on relevant project experience, project team expertise, responsiveness, and fees, staff recommends that Performance Pipeline Technologies Inc. be awarded the contract to provide On-Call UV CIPP Short Liner Installation services. Performance Pipeline Technologies Inc. has performed quality work for the District in the past and is well-qualified to perform this type of work.

#### Attachments:

1. On-Call Service Agreement for UV CIPP Short Liner Installation
2. Vendor Contact List



**ON-CALL SERVICE AGREEMENT  
BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
PERFORMANCE PIPELINE TECHNOLOGIES, INC.,  
DBA SANITATION SYSTEMS FOR  
UV CIPP SHORT LINER INSTALLATION  
CONTRACT NO. OM19-20.086**

This ON-CALL SERVICES AGREEMENT (the “Agreement” or “Contract”) is approved and entered into as of \_\_\_\_\_ (the “Effective Date”), by and between the Moulton Niguel Water District, hereinafter called “MNWD” or “Owner”, and Performance Pipeline Technologies, Inc., dba Sanitation Systems, 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 individual ultraviolet light cured-in-place-pipe (UV CIPP) short liner installation projects to be performed in certain areas throughout MNWD service area on an on-call, as-needed basis. This Agreement, as well as each Work Order issued pursuant to Section 1, establish the terms and procedures that will apply to this Work.

B. Contractor has submitted a cost proposal and schedule of work items to MNWD for the UV CIPP short liner installation projects, and Contractor is willing to provide the services in accordance with that proposal.

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

1. **SCOPE OF SERVICES; PRICE; PERFORMANCE STANDARDS.**

a. Contractor shall perform the UV CIPP short liner installation work (the “Work”) in accordance with the Scope of Work and Construction Standards, set forth in the attached Exhibit A, and MNWD’s General Provisions set forth in attached Exhibit B and the other terms of this Agreement from time to time as directed by MNWD pursuant to a work order for specific installation work during the contract term (“Work Order”).

b. As the need for Work arises, as determined by MNWD, MNWD’s representative shall issue Contractor a written Work Order indicating: (a) the estimated price to perform the Work requested in accordance with the rate schedule (“Rate Schedule”) shown in Exhibit C hereto and incorporated herein by this reference; and (b) the estimated time for performance of the Work. A Notice to Proceed (“NTP”) will be issued by MNWD to Contractor, following the acceptance of the Work Order as set forth in Exhibit D by Contractor’s authorized representative in writing.

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c. For emergency work, as determined by MNWD, circumstances may not allow time to perform the Work Order process described above. In such cases, a MNWD representative will contact Contractor and request that Contractor perform emergency Work on a time and materials basis in accordance with the Rate Schedule in Exhibit C and the terms and conditions of this Agreement, followed by the later issuance of the corresponding Work Order for performance.

d. Contractor's Rate Schedule pricing includes all labor, supervision, materials, equipment, supplies, tools, incidentals, taxes, profit, overhead, bonding and insurance necessary to mobilize, complete the Work, demobilize and provide cleanup and restoration of construction and work sites.

e. Contractor acknowledges and agrees that MNWD does not guarantee any minimum or maximum amount of Work, and MNWD may use other contractors for the Work, in its sole discretion. This Agreement, including all attached Exhibits, as well as the terms and conditions of any municipal permits or licenses issued or applicable in connection with the Work, if any, form the Agreement between the parties. Contractor shall provide all labor, materials, tools, equipment, supplies, utilities and transportation services required to perform the Work, subject to compliance with the Agreement requirements, and complete all Work in a thorough, professional and workmanlike manner, and in accordance with MNWD's General Provisions, generally accepted industry standards, and to the satisfaction of MNWD.

f. The Work shall be done in accordance with the Construction Standards, the Work Order issued for each individual installation project during the term of this Agreement, and the permitting or other requirements of any governmental entity within whose jurisdiction the Work is performed, which are by this reference incorporated into this Agreement. It shall be the Contractor's responsibility to ascertain and keep informed of all such existing and future requirements of other governmental entities concerning the Work performed under this Agreement, including acquisition of necessary permits and licenses by municipalities related to the Work in public right of way and payment of the fees or costs thereof.

## 2. PUBLIC SAFETY.

a. Contractor shall be solely and completely responsible for conditions at the Work sites, including safety of all persons and property during performance of the Work. Contractor's operations for the Work shall be conducted so as to provide maximum safety to Contractor's employees, to the general public, and MNWD's representatives, and in compliance with all safety laws, rules and regulations of the State of California ("State"), federal, and local agencies.

b. Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work that it can prosecute properly with due regard to the rights of the public. Convenient access to driveways, houses and buildings along the line of the Work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time. Contractor shall provide and maintain such fences, barriers, directional signs, lights and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the

Work and to give directions to the public. Contractor shall comply with all terms of any permits issued by public agencies for the Work.

3. COMPLIANCE WITH LAW, LICENSE; STATUS.

a. Contractor shall at all times observe and comply with, and cause its agents, employees and representatives to observe and comply with, all State, federal, and local existing and future laws, rules, regulations and orders in the performance of the Work or this Agreement, including any permits issued for the Work. Contractor shall hold, maintain and keep current a valid California Contractors' State License Board (CSLB) type "A" General Engineering Contractor's License or type "C-34", Pipeline License, and meet all current licensing and registration requirements as may be required by the CSLB, the California Department of Industrial Relations (DIR) and the cities of Laguna Niguel, Aliso Viejo, Mission Viejo, Laguna Hills and Dana Point.

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.

c. It is expressly understood that Contractor is an independent contractor and not an employee or agent of MNWD. No permitted or required approval of MNWD's 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 Work. Such approvals and investigations are intended only to give MNWD the right to satisfy itself with the quality of work performed by Contractor. Contractor warrants that it will not represent, at any time or in any manner, that Contractor is an employee or agent of MNWD. Contractor shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD. Contractor shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance Contractor, as an independent contractor, is responsible for paying under federal, state or local law. Contractor is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS.

d. Contractor shall perform all Work under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Contractor shall perform, at its own cost and expense and without reimbursement from MNWD, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by MNWD to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to MNWD, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

4. TIME FOR COMPLETION.

Each Work Order shall be completed in an expeditious manner from the date the Work Order and NTP is issued to Contractor, and in any event no later than the completion date listed on the Work Order. Time is of the essence in the performance and completion of the Work. Any delay in performance by Contractor of Work as scheduled shall constitute a material breach of this Agreement. Performance of any Work must be coordinated with MNWD and local municipality to ensure minimal disruption both to the public use of right of way and to the operation of MNWD's facilities.

In accordance with Government Code 53069.85, Contractor agrees to forfeit and pay MNWD the amount per day set forth in the Work Order for each and every day of delay which shall be deducted from any payments due or to become due the Contractor.

If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event, then the Contractor shall be entitled to a time extension, as provided in the Contract Documents, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Work Order price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract Documents. A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers.

5. MNWD OBSERVATION.

Contractor's performance of Work is subject to observation by MNWD's representatives and inspection by local municipalities. The observation, if any, by the MNWD's representative of the Work shall not relieve Contractor of any of obligations under the Agreement as prescribed, or Contractor's obligations to perform the Work in accordance with all terms and provisions required by municipal permits and municipal inspection standards. MNWD shall require written evidence of municipal inspection and approval prior to MNWD's acceptance and payment for Work under each Work Order.

6. AGREEMENT PRICE; PAYMENT; TERM.

a. MNWD agrees to compensate Contractor for Work under any Work Order at the corresponding "unit prices" in the schedule of work items attached as Exhibit C, which establishes unit prices for components of the Work listed under "description" 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 any Work Order; provided that if any work is

outside the scope of work listed under “description” in the schedule of work items then MNWD and Contractor shall utilize the unit prices listed in the schedule of work items as the basis for any adjustment of compensation for such work. The total compensation paid to Contractor during the term of this Agreement shall not exceed **Three Hundred Seventy-Five Thousand Dollars (\$375,000)** (the “Agreement Maximum Amount”). The Contractor is responsible for and shall pay all sales, consumer, use, and other taxes.

b. MNWD shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. Payments under a Work Order will be made based on submittal of invoices by Contractor, including sufficient detail on work items under the Agreement pricing. Contractor's invoice will account for the location of the Work performed in addition to sufficient cost details as required by MNWD. Subject to MNWD's “final acceptance” of Work under a Work Order, MNWD will make payment to the Contractor within thirty (30) calendar days of receipt and approval of a Work Order 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; and amounts claimed by MNWD as forfeiture due to delay or offsets. “Final acceptance” shall be defined as the formal action by MNWD accepting the Work under a Work Order as being complete, as evidenced by MNWD's executed acceptance on the Work Order form. 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. Invoices will include the date or period of Work, the number of hours worked by various labor categories, the hourly billing rate per individual, a complete description of the Work performed, the total amount due and, when requested by MNWD, any support documentation sufficient to validate the charges for each invoice item. Only one bill per month shall be submitted by Contractor, showing amounts due for Contractor and each subcontractor utilized during the monthly billing period. Incomplete invoices will be returned unpaid to Contractor. Each Work Order shall be billed on a separate invoice. Contractor shall furnish MNWD with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Agreement prior to final payment by MNWD.

d. MNWD may withhold from each payment an amount equal to five percent (5%) of such payment amount (“Retention”) as security for adequate performance for work exceeding five thousand dollars (\$5,000) in cost. Notwithstanding the foregoing, after the Work is at least fifty percent (50%) complete, if the MNWD's Director of Engineering and Operations determines that the Work is satisfactorily progressing, MNWD, in its sole discretion, may pay some or all of the remaining payments in full to the Contractor.

e. Acceptance and payment by MNWD for the Work will not in any way relieve Contractor of its responsibility to perform the Work and the Agreement in strict accordance with State, Federal, and local law. Neither MNWD's acceptance of, nor payment for, any Work 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.

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f. The term of the Agreement is from the Effective Date and shall continue for a period of **three years** thereafter (“expiration”), unless otherwise terminated pursuant to Section 13.

### 7. PREVAILING WAGE; LABOR.

a. Contractor 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. Since the Work being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor 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>. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the MNWD, its 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. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

b. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

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

d. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period,

Contractor shall, as a penalty to MNWD, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the DIR on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

e. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Agreement, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Agreement. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Agreement is entered into and maintain registration for the duration of the Agreement. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

f. This Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Agreement and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the MNWD. Contractor shall defend, indemnify and hold the MNWD, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

g. By its signature hereunder, Contractor certifies that he or she 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 Work.

h. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color,

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national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

i. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time.

### 8. NO SUBCONTRACTORS.

Contractor agrees and represents that none of the Work will be subcontracted, and that Contractor will perform all Work.

### 9. BONDS

a. All bonds required hereunder shall be in the amount of 100% of the Agreement Maximum Amount, and shall be in such form, and with such California corporate surety, as are satisfactory to the MNWD, in the MNWD's sole discretion. The amount of the bonds shall be increased in accordance with any increase in the Agreement Maximum Amount as established by a change order to the Agreement. Contractor shall deliver all bonds required hereunder to the MNWD prior to the commencement of Work, or if the Work is commenced prior thereto in response to a NTP, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the MNWD that such bonds will be issued.

b. Contractor shall furnish a payment bond approved by MNWD as required by Section 9550 of the Civil from a single surety licensed and admitted in the State with an agent for service of process in California. Contractor shall pay the cost of obtaining the payment bond and Contractor shall use MNWD's form for the payment bond, which is attached as Exhibit E.

c. Contractor shall furnish a performance bond securing the faithful performance of the Agreement covering the Work. Contractor shall pay the cost of obtaining the performance bond and Contractor shall use MNWD's form for the performance bond, which is attached as Exhibit F.

d. Nothing in the insurance requirements set forth in this Agreement or under the bonding terms is to be construed as limiting the liability of Contractor or Contractor's insurers or sureties. Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages or other costs to 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.

### 10. INSURANCE

a. In addition to the requirements set forth herein, during the entire term of the Agreement, Contractor will pay for and maintain, in full force and effect, all insurance required by MNWD as listed in this Section 10. Contractor shall not commence Work under the Agreement



until it has obtained all insurance required by the Agreement. Certificates of insurance and all required endorsements evidencing the required coverage detailed in this Section 10 shall be provided by Contractor to MNWD prior to commencement of any Work.

b. The general liability and business automobile insurance will be comprehensive in form, and extend through 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 MNWD, City of Aliso Viejo, City of Dana Point, City of Laguna Hills, City of Laguna Niguel, City of Mission Viejo, and each of their directors, elected officials, officers, employees and agents, and any other public entities issuing permits for entry in public right of way to perform the Work, and owners of record of all property on which entry will be made to perform the Work as additional insureds thereunder (“Additional Insureds”).* All of the policies of insurance provided hereunder shall be primary insurance and not contribute with any other insurance maintained by 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.

c. In the event MNWD consents, and Contractor subcontracts any portion of the Work 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, in accordance with all of the requirements of this Section.

d. 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 10 as well as the following:

- (i) Workers Compensation Insurance and Employers Liability Insurance. Worker’s compensation insurance as required by State laws, and employer’s liability insurance with limits not less than \$1,000,000 each accident and \$1,000,000 for disease per employ, **which will include the subrogation and additional insured terms and endorsements described under subsection (b) above.** This insurance shall be in strict accordance with the requirements of the most current and applicable state Workers’ Compensation insurance laws. In accordance with Labor Code Sections 1860 and 1861. Provider acknowledges its responsibility to secure workers’ compensation insurance in conformance with the requirements of Labor Code Section 3700, et seq.

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- (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 Work. 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 (b) above.** This insurance shall name the Additional Insureds using ISO endorsement CG 20 10 11 85, or both CG 20 10 and CG 23 37 forms if later revisions are used.
- (iii) Business Automobile Insurance. Business automobile insurance with liability limits of not less than \$1,000,000 each accident. The policy shall include coverage for owned, non-owned, and hired vehicles, **and include the subrogation, primary insurance/non-contribution and Additional Insureds terms and endorsements described under subsection (b) above.**

e. 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 11 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, City of Aliso Viejo, City of Dana Point, City of Laguna Hills, City of Laguna Niguel, City of Mission Viejo, and their respective directors, elected officials, officers, employees and agents from and against all claims, demands, causes of action, suits, proceedings, liability, judgments, settlements, 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 Work hereunder, provided that any such claim, damage, losses and expenses is: (a) attributable to bodily injury, personal injury, sickness, disease, or death, or for damage to, or loss or destruction of, property including the loss of use resulting therefrom, and (b) caused or alleged to have been caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder (except, to the extent of the sole negligence, active negligence or willful misconduct of such indemnified party, in which case Contractor's indemnification obligation shall be reduced in proportion to the indemnified party's share of liability for its sole or active negligence or willful misconduct, if any); **or** (c) due to failure, neglect or refusal of the Contractor to faithfully perform the 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 12. 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 Work hereunder. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified parties.

## 12. WARRANTY.

a. Contractor shall and hereby does warranty all Work, including materials and installation, for a period of one (1) year from the MNWD's *final acceptance (see Section 6 (b) for definition)* of the Work under this Agreement ("Warranty Period"), and shall repair and replace any and all Work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials, or that does not meet the requirements set forth in any applicable specifications, within the Warranty Period, without expense whatsoever to MNWD and with ordinary wear and tear and unusual abuse or neglect excepted. In the event of Contractor's failure to comply with the above-mentioned conditions within seven (7) days after being notified in writing, MNWD is hereby authorized to proceed to have the defects repaired or replaced and made good at the expense of Contractor who hereby agrees to pay the cost of and charges therefore immediately on demand. If, in the opinion of MNWD, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to MNWD or to prevent interruption of operations of MNWD, MNWD will attempt to give the notice required by this Section 12. If Contractor cannot be contacted or does not comply with MNWD's request for correction within a reasonable time as determined by MNWD, MNWD may, notwithstanding the provisions of this Section 12, proceed to make such correction or provide such attention, and the costs of such corrections or attention shall be charged against Contractor. Such action by MNWD will not relieve Contractor of the guarantees provided in this Section 12 or elsewhere in the Agreement.

b. This section does not in any way limit the warranty on any items for which a longer warranty is specified, including but not limited to the Contractor's or its surety's obligations under this Agreement, law, or equity, or on any items for which Contractor or a manufacturer or supplier gives a warranty for a longer period. The Contractor agrees to furnish MNWD with all appropriate warranty certificates upon completion of the Work. No warranty whether provided for in this Section 12 or elsewhere shall in any way limit the liability of Contractor or its sureties or insurers under the indemnity or insurance provisions of the Agreement. This warranty obligation shall survive the termination or expiration of the Agreement as to all completed Work.

13. 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.

14. RECORDS.

Contractor shall preserve and retain any and all records of or related to the Work, including all records of or related to this Agreement and the Work 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 work order and 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.

15. 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.

16. CLAIMS RESOLUTION.

The provisions set forth in attached Exhibit B, MNWD General Provisions, Section 9-6, shall apply to those claims arising out of the Agreement.

17. MNWD NOTICE OF THIRD-PARTY CLAIM.

In accordance with Public Contract Code Section 9201, MNWD shall timely notify Contractor if MNWD receives any third-party claim relating to the Work or the Contract. MNWD shall be entitled to recover from Contractor MNWD's reasonable costs incurred in providing such notification.

18. 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 Engineering

**CONTRACTOR:**

Performance Pipeline Technologies, Inc.  
5305 Industrial Drive  
Huntington Beach, CA 92649  
Attn: Gene Glassburner

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.

19. 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, and all executed work orders are deemed to form part of the Agreement terms upon execution.

20. GOVERNING LAW; VENUE.

The Agreement shall be construed in accordance with and governed by the laws of the State. In the event of any legal action to enforce or interpret the Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

21. 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.

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22. 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.

23. 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.

**MOULTON NIGUEL WATER DISTRICT:**

**PERFORMANCE PIPELINE TECHNOLOGIES,  
INC., DBA SANITATION SYSTEMS:**

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**SCOPE OF WORK AND CONSTRUCTION STANDARDS**

**ULTRAVIOLET LIGHT CURED-IN-PLACE-PIPE (UV CIPP) SHORT LINER**

**PART 1 - GENERAL**

- A. These specifications include the minimum requirements for the spot repair of sanitary sewer pipelines by the installation of 4-foot long, UV Cured-In-Place Pipe (CIPP), within the existing defective pipe, at various locations, and for various pipe sizes (6"-33"), throughout the District. UV cured CIPP shall be Cosmic "Quickseal" Laminator; or equal.
- B. The rehabilitation of pipelines shall be done by the installation of a resin-impregnated flexible mat which, when cured, shall be continuous and tight-fitting throughout the section of the original pipe being repaired. The liner shall provide a structurally sound, joint-less and water-tight new pipe within a pipe. The Contractor is responsible for proper, accurate and complete installation of the CIPP.
- C. The Contractor shall cleanup and restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and property owners or tenants.
- D. The prices submitted by the Contractor, shall include all costs of labor, equipment, and materials, for the various bid items for furnishing and installing, complete in place, CIPP in accordance with these specifications. All items of work not specifically mentioned herein which are required by the contractor to make the product perform as intended, and deliver the final product as specified herein, shall be included in the respective lump sum and unit prices bid.
- E. It shall be mandatory for the Contractor to whom the work is awarded, and upon any subcontractor, to pay not less than the prevailing rate of wages as determined by the Director of the California Department of Industrial Relations in the locality in which the work is to be performed.
- F. Aside from any required traffic control, all work under this contract shall be performed directly by employees of the Contractor to whom the work is awarded. Subcontracting of the work shall not be allowed under any circumstance (except for traffic control as stated above).
- G. All liner materials shall have been tested and certified to comply with the Standard Specifications for Public Works Construction Section 210-2.3.3 for chemical resistance.
- H. Contractors submitting a quotation for the work described herein, shall also submit all

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required plans, information, and qualifications as described in Paragraph 1.3 of this specification. This information will be considered by the District as part of the award process. Quotations submitted without all of the required information described in Paragraph 1.3, may be considered non-responsive.

### 1.1 DESCRIPTION OF WORK AND PRODUCT DELIVERY

- A. These specifications cover all work necessary to furnish and install, 4-foot long, UV cured, sectional repair liner at various locations throughout the District. The Contractor shall provide all materials, labor, equipment, and services necessary for traffic control, bypass pumping and/or diversion of sewage flows, cleaning and television inspection of sewers to be lined, liner installation, reconnection of service connections, all quality controls, provide samples for performance of required material tests, final television inspection, and warranty work, all as specified herein.
- B. The CIPP shall be free of all defects that will affect the long term life and operation of the pipe.
- C. The CIPP shall be designed for a life of 50 years or greater.
- D. The CIPP shall have a minimum thickness of 4.2 mm.
- E. The installed CIPP shall have a long term (50 year) corrosion resistance to the typical chemicals found in domestic sewage.
- F. All existing service connections and any other service laterals shall be re-opened robotically, or by hand in the case of man-entry size piping, to their original shape and to 90% of their original capacity. All over-cut service connections will be properly repaired to meet the requirements of these specifications.
- G. Testing and warranty inspections shall be executed by the District. Any defects found shall be repaired or replaced by the Contractor.
- H. The Contractor shall furnish all samples for product testing at the request of the District. The District shall take possession of the samples for testing and shall maintain the chain of custody, deliver the samples to an approved laboratory, and pay for all material and product testing performed under this contract.

### 1.2 REFERENCES

The following documents form a part of this specification to the extent stated herein and shall be the latest editions thereof. Where differences exist between codes and standards, the requirements of these specifications shall apply. All references to codes and standards shall be to the latest revised version.

ASTM - F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by



the Inversion and Curing of a Resin-Impregnated Tube

ASTM - F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull in and inflate and Curing of a Resin-Impregnated Tube

ASTM - D543 Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents ASTM - D638 Standard Test Method for Tensile Properties of Plastics

ASTM - D790 Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials

ASTM - D792 Standard Test Methods for Density and Specific Gravity of Plastics by displacement.

ASTM - F2019-03 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)

ASTM - D2122-98(2004) Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

ASTM F2561 - 06 Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner

ASTM - D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

ASTM -D3567-97(2002) Standard Practice for Determining Dimensions of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings

ASTM - D3681 Standard Test Method for Chemical Resistance of "Fiberglass (Glass Fiber Reinforced Thermosetting Resin) Pipe in a Deflected Condition

ASTM - D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe

### 1.3 PERFORMANCE WORK STATEMENT

Contractor shall submit all information required in this Section (1.3) as part of the Contractor's Proposal submittal. This information will be considered by the District as part of the award process. Failure to submit any of the information required by this Section, may be used as grounds for rejection of a submitted quotation.

- A. Clearly indicate that the CIPP will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.
- B. A detailed installation plan describing all preparation work, cleaning operations, pre-CCTV

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- inspections, by-pass pumping, traffic control, installation procedure, curing procedure, service reconnection, quality control, testing to be performed, final CCTV inspection, warranties furnished and all else necessary and appropriate for a complete CIPP liner installation.
- C. Contractor's description of the proposed CIPP lining technology, including a detailed plan for identifying all active service connections, and maintaining service during mainline installation to each home connected to the section of pipe being lined, including temporary service if required.
- D. A description of the CIPP materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications, including but not limited to the following.
1. Glass Laminate Mat – including the manufacturer and description of product components.
  2. Raw Resin Data - including the manufacturer and description of product components.
  3. Manufacturers' shipping, storage and handling recommendations for all components of the CIPP System.
  4. All MSDS sheets for all materials to be furnished for the project.
  5. Curing Procedure
  6. Design thickness of CIPP (each pipe size) based upon ASTM F1216
- E. A statement of the Contractor's experience. The Contractor shall have a minimum of 2 years of experience installing UV cured CIPP of similar size as contained in this contract. The Contractor shall also have a minimum of 100 repairs using UV cured CIPP short liner installation in service. The installer's superintendent shall have a least 2 years of active experience with commercial installations of UV cured CIPP short liner. The name and experience of the superintendent performing work on this contract shall be submitted with the PWS. Personnel which are replaced by the Contractor on this contract, shall have similar, verifiable experience as the personnel originally submitted for the project.
- F. Submittals shall include information on the cured-in-place pipe intended for installation and all tools and equipment required for a complete installation. The PWS shall identify which tools and equipment will be redundant on the job site in the event of equipment breakdown. All equipment to be furnished for the project, including proposed back-up equipment, shall be clearly described. The Contractor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process.

- G. A detailed description of the Contractor's proposed procedures for removal of any existing blockages in the pipeline that may be encountered during the cleaning process.
- H. A statement of local presence, including location of staff, and ability to respond to emergencies within 24 hours of being contacted by the District.
- I. Certified material test results shall be submitted that confirms all materials to be used conform to these specifications, including certified test results demonstrating compliance with Standard Specifications for Public Works Construction (GreenBook) Chemical Resistance Test as described in Section 210-2.3.3.
- J. The Contractor shall submit a proposed Safety Plan to the District, identifying all competent persons. The plan shall include a description of a daily safety program for the job site and all emergency procedures to be implemented in the event of a safety incident. All work shall be conducted in accordance with the Contractor's submitted Safety Plan.
- K. All Contractor's submitting proposals shall be certified installers of the UV cured CIPP short liner being furnished. Submit documentation of proof of certification (by manufacturer) for review by the District.

#### 1.4 SAFETY

- A. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies, and shall secure the site for the working conditions in compliance with the same. The Contractor shall erect such signs and other devices as are necessary for the safety of the work site.
- B. The Contractor shall perform all of the Work in accordance with applicable OSHA standards. Emphasis shall be placed upon the requirements for entering confined spaces and with the equipment being utilized for pipe repair.

#### 1.5 CIPP REPAIR/REPLACEMENT

- A. Occasionally installations will result in the need to repair or replace a defective CIPP. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be as recommended by the CIPP system manufacturer and shall be submitted as part of the PWS.
- B. Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.
- C. Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.

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- D. Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

### 1.6 WARRANTY

- A. The materials used for the project shall be certified by the manufacturer for the specified purpose. The Contractor shall warrant the liner material and installation for a period of one (1) year. During the Contractor warranty period, any defect which may materially affect the integrity, strength, function, and/or operation of the pipe, shall be repaired at the Contractor's expense in accordance with procedures included in Section 1.5 CIPP Repair/Replacement and as recommended by the manufacturer.
- B. On any work completed by the contractor that is defective and/or has been repaired, the contractor shall warrant this work for (1) year in addition to the warrantee required by the contract.

### 1.7 ENCROACHMENT PERMITS

- A. Work within public right-of-way will require an encroachment permit issued by the City where the work is taking place. The District will be responsible for obtaining the permit. The Contractor shall be responsible for pulling the permit from the City, and submitting all insurance documents which may be required. The Contractor is responsible for complying with all provisions of the encroachment permit as part of this contract.
- B. Work conducted near freeway on/off ramps will require an encroachment permit from Caltrans. The District will be responsible for obtaining the permit. The Contractor shall be responsible for pulling the permit, submission of all required insurance documents, and complying with all permit requirements.

### 1.8 CITY BUSINESS LICENSE

The Contractor is responsible for obtaining a business license from the City in which the work is occurring. The cost of the business license is the responsibility of the Contractor. No additional compensation to the contract shall be provided.

### 1.9 TRAFFIC

The Contractor is responsible for providing traffic control, in accordance with the WATCH Manual, during liner installation. Should a street closure be required, the Contractor shall prepare a traffic control plan and submit it to the City in which the work is occurring for approval, prior to proceeding with liner installation.

## PART 2 -PRODUCTS

### 2.1 MATERIALS

- A. The sectional liner product shall be a Glass Fiber Composite (GFC) laminate with a resin that is cured using ultra-violet light. The tube (or mat) shall be 4-foot in length, and when mounted on the packer, epoxy or other adhesive products shall be used at the ends to secure a permanent bond between the sectional liner and the existing pipe. UV cured CIPP shall be Cosmic "Quick Seal"; or equal.
- B. The CIPP System must be chemically resistant to withstand internal exposure to domestic sewage, and shall meet the chemical resistance requirements of Standard Specifications for Public Works Construction Section 210-2.3.3.
- C. All materials shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations, shall be approved by the District. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

### 2.2 FIBERGLASS MAT

- A. The fiberglass mat shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F 1216, ASTM F 1743, ASTM D 5813 & ASTM F2019. The fiberglass mat shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and the curing process, have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections.
- B. The fiberglass mat shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
- C. The fiberglass mat shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The mat shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall verify the lengths in the field prior to ordering of the mat (if a repair section longer than 4-feet is required), to ensure that the mat will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipelines in the field prior to ordering liner, so that the liner can be installed in a tight-fitted condition.

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- D. The mat shall be factory impregnated with resin.
- E. No material shall be included in the fiberglass mat that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the mat fabric and the activated resin containing a colorant.
- F. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry, or resin lean areas.
- G. The nominal fiberglass mat wall thickness shall be 4.2 mm.

## 2.3 RESIN

- A. The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system, or epoxy and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.

## 2.4 STRUCTURAL REQUIREMENTS

- A. The CIPP shall be designed as per ASTM F1216 appendices. Minimum thickness shall be 4.2 mm. The CIPP design shall assume no bonding to the original pipe wall.
- B. The cured pipe material (CIPP) shall, at a minimum, meet or exceed the structural properties, as listed in 2.5 below. .

## 2.5 MINIMUM PHYSICAL PROPERTIES

Property	Test Method	Cured Composite Per ASTM F1216
Flexural Modulus of Elasticity	ASTM D-790	725,000 psi
Flexural Strength	ASTM D-790	6,500 psi
Tensile Strength	ASTM D-638	9,000 psi

- A. The required structural CIPP wall thickness shall be based, as a minimum, on the physical properties of the cured composite, in accordance with the Design Equations contained in the appendix of the ASTM standards (F1216), and the following design parameters:

Design Safety Factor	2.0 (1.5 for pipes 36" or larger)
Creep Retention Factor	50%
Ovality	2% or as measured by field inspection
Constrained Soil Modulus	1,000 psi

Groundwater Depth	Ground surface
Live Load	H-20
Soil Load (assumed)	120 lb/cu Ft
Minimum Service Life	50 years
Pipe condition	Fully deteriorated
k enhancement factor	7

- B. The Contractor shall submit with their quotation for the work (see 1.3), certification of compliance with these specifications. Certified material test results shall be included that confirm that all materials conform to these specifications. Materials not complying with these requirements will be rejected.

**PART 3 -INSTALLATION**

**3.1 CONSTRUCTION REQUIREMENTS**

- A. Preparation, cleaning, inspection, sewage by-passing. The Contractor shall clean the interior of the existing host pipe prior to installation of the CIPP liner. All debris and obstructions, that will affect the installation and the final CIPP product delivery to the District, shall be removed and disposed of properly by the Contractor
- B. The Contractor may, under the direction of the District, utilize any of the existing manholes in the project area as installation access points. If a street must be closed to traffic because of the location of the sewer, the Contractor shall furnish a detailed traffic control plan and all labor and equipment necessary to manage traffic and carry out the CIPP liner installation. The plan shall be in conformance with the requirements of the local agency having jurisdiction over traffic control and the WATCH manual.
- C. Cleaning of Pipe Lines - The Contractor shall remove all internal debris from the pipe line that will interfere with the installation and the final product delivery of the CIPP as required in these specifications. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. Moving material from manhole section to manhole section shall not be allowed. As applicable, the contractor shall either plug, or install a flow bypass pumping system to properly clean the pipe lines. Precaution shall be taken by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor.
- D. By-passing Existing Sewage Flows - The Contractor shall provide for the flow of existing mainline and service connection effluent around the section or sections of pipe designated for CIPP installation. With most small diameter pipelines, particularly on terminal sewers, plugging will be adequate but must be monitored on a regular basis to prevent backup of sewage into adjacent homes. Service connection effluent may be plugged only after proper notification to the affected residence and may not remain plugged overnight. Installation of the liner shall not begin until the Contractor has installed the required plugs

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- or a sewage by-pass system, and all pumping facilities have been installed and tested under full operating conditions including the bypass of mainline and side sewer flows. Once the lining process has begun, existing sewage flows shall be maintained until the resin/felt tube composite is fully cured, televised, and the ends finished. The Contractor shall coordinate sewer bypass and flow interruptions with the District at least 14 days in advance and with the property owners and businesses at least 1 business day in advance. The pump and bypass lines shall be of adequate capacity and size to handle peak flows. For pumped by-passes, the Contractor will be required to have redundant pumping equipment on site, and shall be responsible for furnishing all temporary power required. The Contractor shall submit a detail of the bypass plan and design to the District before proceeding with any CIPP installation.
- E. Contractor shall perform pre-cleaning and post-cleaning video inspections of the pipelines. Only PACP certified personnel trained in locating breaks, obstacles, and service connections by closed circuit television, shall perform the inspection. The Contractor shall provide the District a copy of the pre-cleaning and post-cleaning video and suitable log, in digital format, for review prior to installation of the CIPP and for later reference by the District.
  - F. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions that will interfere with the installation and long-term performance of the CIPP.
  - G. The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.
  - H. After cleaning, the Contractor shall field measure the ID of the existing pipe, prior to ordering the liner, to ensure that the liner utilized will be of the correct dimension.
  - I. Verify through CCTV inspection the length of liner required to repair the damaged pipe area prior to ordering the liner.

### 3.2 INSTALLATION OF LINER

- A. The CIPP Liner shall be installed and cured in the host pipe per ASTM F2599 and the manufacturer's specifications, as described and submitted in the PWS and generally as follows:
  - 1. Bonding Agent – If accessible, the edges of the laminate shall be coated with an additional suitable bonding agent to ensure a seal between the sectional liner laminate, and the mainline pipe to be repaired.
  - 2. Liner Installation – Liner shall be securely attached to a winch and pulled into place taking care not to exceed pulling forces as stated in manufacturer's installation protocol.
  - 3. Liner shall be inflated per manufactures inflation process. Once inflated to working pressures, the liner shall fit tightly against the host pipe.



4. Pre-Curing Inspection – Once working inflation pressures are reached, the liner shall be inspected by an integrated CCTV on the light assembly, checking for proper fit and expansion of the liner.
  5. Curing Speeds – Curing speeds will be as identified in the manufacturer's proposal.
  6. Integrated Camera – The integrated CCTV camera on the light assembly will inspect post curing operations, fit of the liner, and any problems that may have occurred during the curing process.
- B. All light train sensor readings, recorded by the tamper proof computer, shall provide output documenting the cure along the entire length of the installed liner. The cure procedure shall be in accordance with the manufacturer's recommendation as included in the PWS submission by the contractor.

### 3.3 FINISH

- A. The installed CIPP shall be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles, and de-lamination. The CIPP shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.
- B. Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense, in accordance with the procedures submitted under Section 1.5 CIPP Repair/Replacement.
- C. The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
- D. If any of the service connections leak water between the host pipe and the installed liner, the connection mainline interface shall be sealed to provide a water tight connection.

### 3.4 MANHOLE CONNECTIONS AND RECONNECTIONS OF EXISTING SERVICES

- A. A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole/wall interface in accordance with the CIPP System manufacturer's recommendations.
- B. Existing services shall be internally or externally reconnected unless indicated otherwise in the contract documents.
- C. Reconections of existing services shall be made after the CIPP has been installed and fully cured. It is the Contractor's responsibility to make sure that all active service connections are reconnected.

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- D. External reconnections are to be made with a tee fitting in accordance with CIPP System manufacturer's recommendations. Saddle connections shall be seated and sealed to the new CIPP using grout or resin compatible with the CIPP.
- E. A CCTV camera and remote cutting tool shall be used for internal reconnections. The machined opening shall be at least 90 percent of the service connection opening and the bottom of both openings must match. The opening shall not be more than 100 percent of the service connection opening. The edges of the opening shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris. In all cases the invert of the sewer connection shall be cut flush with the invert entering the mainline.
- F. In the event that service reinstatements result in openings that are greater than 100 percent of the service connection opening, the Contractor shall install a CIPP type repair, sufficient in size to completely cover the over-cut service connection. No additional compensation will be paid for the repair of over-cut service connections.
- G. Coupons of pipe material resulting from service tap cutting shall be collected at the next manhole downstream of the pipe rehabilitation operation prior to leaving the site. Coupons may not be allowed to pass through the system.

### 3.5 TESTING OF INSTALLED CIPP

- A. The physical properties of the installed CIPP may be verified by the District through field sampling and laboratory tested. All materials for testing shall be furnished by the Contractor to the District. All material testing shall be performed at the District's expense, by an independent third party laboratory selected by the District, as recommended by the CIPP manufacturer. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents.

Physical properties will be tested in accordance with ASTM F1216 or ASTM F1743 Section 8.

Thickness of the samples shall be determined as described in Paragraph 8.1.6 of ASTM F1743. The minimum wall thickness shall not be less than 90% of the calculated design thickness.

Test results which do not meet the requirements of this specification, shall be cause for rejection of the installed liner system.

### 3.6 FINAL ACCEPTANCE

- A. All CIPP sample testing and repairs to the installed CIPP as applicable, shall be completed before final acceptance, meeting the requirements of these specifications and documented in written form.
- B. The Contractor shall perform a detailed closed-circuit television inspection in accordance with ASTM standards, in the presence of the District, after installation of the CIPP liner

- and reconnection of the side sewers. A radial view (pan and tilt) TV camera shall be used. The finished liner shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects. Unedited digital documentation of the inspection shall be provided to the District within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges. Immediately prior to conducting the closed circuit television inspection, the Contractor shall thoroughly clean the newly installed liner removing all debris and build-up that may have accumulated, at no additional cost to the District.
- C. Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewage from entering the line during the inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.

### 3.7 MEASUREMENT AND PAYMENT

- A. Liner Installation – Per each - for each pipe size category (6"-33") - Includes all mobilization, labor, equipment, materials, plugging of sewer main, pre and post cleaning, pre and post CCTV inspection, and traffic control as required for the complete installation of a 4-foot CIPP spot repair.
- B. 3-Inch Pump Sewage By-pass – Per Each – Includes all labor, equipment and materials required, to implement a sewage by-pass plan for each spot repair location, providing redundant pumping equipment, and furnishing temporary power.
- C. 4-Inch Pump Sewage By-Pass – Per Each – Includes all labor, equipment and materials required, to implement a sewage by-pass plan for each spot repair location, providing redundant pumping equipment, and furnishing temporary power.
- D. Service Reconnections – Per each – Includes reconnecting existing live sewer service connections to the installed CIPP.

**EXHIBIT B  
GENERAL PROVISIONS**

**SECTION 4 - SCOPE OF WORK**

**4-1 WORK TO BE DONE**

The Work to be done consists of furnishing all transportation, labor, materials, tools, equipment, services, permits, utilities and all other items which are necessary or appurtenant to construct and complete the entire project and construct the project designated in the Contract Documents, and to leave the grounds in a neat and presentable condition.

**4-2 CHANGES IN THE WORK**

The Owner may require changes in, additions to, or deductions from the Work, including complete termination thereof. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such change, addition, or deduction shall be determined as set forth in the Contract Documents.

The Owner's Representative may order minor changes in the Work not involving an increase or decrease in the Contract amount, not involving a change in the time for completion, and not inconsistent with the purposes for which the Work is being constructed. If the Contractor believes that any order for minor changes in the Work involves changes in the Contract amount or time for completion, he shall not proceed with the minor changes so ordered and shall within seven Days of the receipt of such order notify the Owner's Representative in writing of his estimate of the changes in the Contract amount and time for completion he believes to be appropriate.

No payment for changes in the Work will be made and no changes in the time for completion by reason of changes in the Work will be made, unless the changes are covered by a written change order approved by the Owner in advance of the Contractor's proceeding with the changed Work.

**4-3 OBSTRUCTIONS**

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the Work. Where such obstructions consist of improvements not required by law to be removed by the Owner thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense except as otherwise specifically provided in the Contract Documents.

**4-4 UTILITIES**

The Engineer/Architect has endeavored to determine the existence of utilities at the site of the Work from the records of the Owners of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown on the Plans. The service connections to

these utilities are not shown on the Plans.

The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work. If the Contractor discovers Utility facilities not identified in the Plans or Specifications or in a position different from that shown in the Plans and Specifications, he shall immediately notify in writing the Owner's Representative and the Owner of the Utility facility.

The Owner shall have the responsibility for the timely removal, relocation, protection, and temporary maintenance of existing main or trunkline Utility facilities which are not indicated in the Plans and Specifications with reasonable accuracy.

In case it would be necessary to remove, relocate, protect, or temporarily maintain a Utility because of interference with the Work, the Work on such Utility shall be performed and paid for as follows:

When it is necessary to remove, relocate, protect, or temporarily maintain an existing main or trunkline Utility facility not indicated in the Plans and Specifications with reasonable accuracy, the Owner will compensate the Contractor for the cost of locating, for the costs of repairing damage not due to the failure of the Contractor to exercise reasonable care, for the costs of removing, relocating, protecting, or temporarily maintaining such Utility facilities, and for the costs for equipment on the site necessarily idled during such Work. These costs, the Work to be done by the Contractor in locating, removing, relocating, protecting or temporarily maintaining such Utility facilities shall be covered by a written change order conforming to the provisions of Section 4.2, CHANGES IN THE WORK, and Section 9.1, PAYMENT FOR CHANGES IN THE WORK. The Owner may make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, protect, or temporarily maintain such Utility facilities or to reduce the costs of the Work involved in removing, relocating, protecting or temporarily maintaining such Utility facilities. Changes in alignment and grade will be ordered in accordance with Section 4.2, CHANGES IN THE WORK. The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by a failure of the owner of the utility to provide for removal or relocation of such facility.

When it is necessary to remove, relocate, protect, or temporarily maintain a Utility (other than (1) existing main or trunkline Utility facilities not indicated in the Plans and Specifications with reasonable accuracy, or (2) existing service laterals or appurtenances when their presence cannot be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work) the cost of which is not required to be borne by the Owner thereof, the Contractor shall bear all expenses incidental to the Work on the Utility or damage thereto. The Work on the Utility shall be done in a manner satisfactory to the Owner thereof; it being understood that the Owner of the Utility has the option of doing such Work with his own forces, or permitting the Work to be done by the

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Contractor. No representations are made that the obligations to remove, relocate, protect, or temporarily maintain any Utility and to pay the cost thereof is or is not required to be borne by the Owner such Utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the Owner of the Utility.

The right is reserved to governmental agencies and to Owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

### **4-5 PLANS AND SPECIFICATIONS FURNISHED BY THE OWNER**

The Owner will furnish to the Contractor free of charge three (3) copies of Plans and Specifications for the execution of the Work. The Contractor shall keep one set of Plans and Specifications in good order available to the Owner's Representative at the site of the Work.

### **4-6 FINAL CLEANUP**

Upon completion and before making application for Acceptance of the Work, the Contractor shall clean all rights-of-way, streets, borrow pits, and all other grounds occupied by him in connection with the Work of all rubbish, excess materials, temporary structures, and equipment, and all parts

## **SECTION 5 - QUALITY OF THE WORK**

### **5-1 AUTHORITY OF THE OWNER'S REPRESENTATIVE**

The Owner's Representative shall decide any and all questions which may arise as to the interpretation of the Plans and Specifications and shall have authority to disapprove or reject materials and equipment furnished and Work performed which, in his opinion, is not in accordance with the Contract Documents.

### **5-4 MANUFACTURER'S INSTRUCTIONS**

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise specifically provided in the Contract Documents.

### **5-7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR**

It is the duty of the Contractor to promptly notify the Owner's Representative in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect of insufficiency exists in design, materials, or specified method and fails to promptly notify the Owner's Representative in writing of this belief, the Contractor waives any right to assert that defect or insufficiency in design materials, or specified method at any later date in any legal or equitable proceeding against the Owner, or in any subsequent arbitration or settlement conference between the Owner and the Contractor. The

Owner's Representative, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any Work done by the Contractor after he comes to the belief that a defect or insufficiency exists in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at his own risk and he shall bear all cost arising therefrom.

If the Contractor, either before commencing Work or in the course of the Work, finds any discrepancy between the Specifications and the Plans or between either of them and the physical conditions at the site of the Work or finds any error or omission in any of the Plans or in any survey, he shall promptly notify the Owner's Representative of such discrepancy, error, or omission. If the Contractor observes that any Plans or Specifications are at variance with any applicable law, ordinance, regulation, order or decree, he shall promptly notify the Owner's Representative in writing of such conflict. The Owner's Representative, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any Work done by the Contractor after his discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, or conflict will be at his own risk and he shall bear all costs arising therefrom.

#### **5-8 SUPERVISION AND SUPERINTENDENCE**

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents except as otherwise provided in the Section 5.7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall be responsible to see that the completed Work complies with the Contract Documents.

The Contractor shall designate and keep on the Work site at all times during its progress a competent superintendent, who shall not be replaced without written notice to the Owner's Representative. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. During periods when the Work is suspended, the Contractor shall make appropriate arrangements for any emergency Work which may be required.

Whenever the superintendent is not present on any particular part of the Work where the Owner's Representative may desire to inform the Contractor relative to interpretation of the Plans and Specifications or to disapproval or rejection of materials or Work performed, the Owner's Representative may so inform the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given shall be as binding as if given to the superintendent.

**5-10 QUALITY AND SAFETY OF MATERIALS AND EQUIPMENT**

All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified. All equipment, materials, and supplies shall be produced in a good and workmanlike manner. When the quality of a material, process, or article is not specifically set forth in the Plans and Specifications, the best available quality of the material, process, or article shall be provided.

Whenever any material, process, or article is indicated or specified by grade, patent or proprietary name, or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials, process, or articles desired and shall be deemed to be followed by the words "or equal", and the Contractor may offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process or article ordered by the Contractor is not, in the opinion of the Owner's Representative, equal or better in every respect to that specified, then the Contractor must furnish the material, process, or article or one that in the opinion of the Owner's Representative is the substantial equal or better in every respect. In the event that the Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor.

In accordance with Section 4380 of the Government Code, the Contractor shall submit data substantiating requests for substitution of "equal" items within 35 Days after award of the Contract. This 35-day period of time is included in the number of Days allowed for the completion of the Work.

All materials, equipment, and supplies provided shall, without additional charge to Owner, fully conform with all applicable state and federal safety laws, rules, regulations, and orders, and it shall be Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omissions in the Contract Documents therefor or that a particular material, equipment, or supply was specified.

**5-11 STANDARDS, CODES, SAMPLES AND TESTS**

Whenever reference is made to a standard, code, specification, or test and the designation representing the date or adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code, specification, or test in effect on the day the Notice Inviting Sealed Proposals (Bids) is dated.

The tests shall be made in accordance with commonly recognized procedures of technical organizations and such special procedures as may be prescribed elsewhere in the Plans and Specifications. The Contractor shall furnish without charge such samples for testing as may be required by the Owner's Representative. Tests and samples may be required at the source of materials as well as at the site of the Work.



**5-12 OBSERVATION OF WORK BY OWNER'S REPRESENTATIVE**

The Owner's Representative shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

Whenever the Contractor varies the normal period during which Work or any portion of it is carried on each day, he shall give timely notice to the Owner's Representative so that the Owner's Representative may, if he wishes, be present to observe the Work in progress. If the Contractor fails to give such timely notice, any Work done in the absence of the Owner's Representative will be subject to rejection.

The Contractor shall give timely notice to the Owner's Representative in advance of backfilling or otherwise covering any part of the Work so that the Owner's Representative may, if he wishes, observe such part of the Work before it is concealed.

The observation, if any, by the Owner's Representative of the Work shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed. Defective Work shall be made good, and materials, and equipment furnished and Work performed which is not in accordance with the Contract Documents may be rejected notwithstanding the fact that such materials, equipment, and Work have been previously observed by the Owner's Representative or that payment therefor has been included in an estimate for payment.

**5-13 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK**

Any Work which does not conform to the requirements of the Contract Documents shall be remedied or removed and replaced by the Contractor, together with any other Work which may be displaced in so doing, and no compensation will be allowed for such removal, replacement, or remedial Work. All nonconforming materials shall be immediately removed from the site.

Any Work done beyond the lines and grades shown on the Plans or established by the Owner's Representative or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced by the Contractor.

Upon failure on the part of the Contractor to comply promptly with any order of the Owner's Representative made under the provisions of this Section, the Owner's Representative shall have authority to cause nonconforming materials, rejected Work, or unauthorized Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any monies due or to become due the Contractor.

**SECTION 6 - PROSECUTION AND PROGRESS****6-5 EXTENSION OF TIME**

The time specified for completion of all of the Work or any part of the Work may be extended

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only by a written change order executed by the Owner or other written form executed by the Owner.

Requests for an extension of time must be delivered to the Owner's Representative within ten consecutive Days following the date of the occurrence which caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the extension of time requested. Requests for extensions of time failing to include the information specified in this Section and requests for extensions of time which are not received within the time specified above shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he shall supply daily written reports to the Owner's Representative describing such weather and the Work which could not be performed that day because of such weather or conditions resulting therefrom and which he otherwise would have performed.

The Owner's acceptance of the daily reports shall not be deemed an admission of the Contractor's right to receive an extension of time or a waiver of the Owner's right to strictly enforce the time provisions contained in the Contract Documents.

When the Contractor has submitted a request for an extension of time in accordance with the procedures of this Section and the Contract Documents, the Owner will ascertain the facts and extent of the delay and extend the time for completing the Work if, in its judgment, the findings of fact justify such an extension, and its findings of facts thereon shall be final and conclusive. An extension of time may be granted by the Owner after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

Any extension of time shall not release the sureties upon any bond required under the Contract.

### **6-6 USE OF COMPLETED PORTIONS**

When the Work or any portion of it is sufficiently complete to be utilized or placed into service, the Owner shall have the right upon written notification to the Contractor to utilize such portions of the Work and to place the operable portions into service and to operate same.

Upon said notice and commencement of utilization or operation by the Owner, the Contractor shall be relieved of the duty of maintaining the portions so utilized or placed into operation; provided, however, that nothing in this Section shall be construed as relieving the Contractor of the full responsibility for completing the Work in its entirety, for making good defective Work and materials, for protecting the Work from damage, and for being responsible for damage, and for the Work as set forth in the General Provisions and other Contract Documents nor shall such action by the Owner be deemed completion and Acceptance, and such action shall not relieve the Contractor, its sureties, or insurers of the Contractor's insurance, indemnity, and warranty/guarantee requirements.

## **SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITIES**

### **7-1 OBSERVING LAWS AND ORDINANCES**

The Contractor shall keep himself fully informed of all existing and future laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the materials used in the Work or which in any way affect the conduct of the Work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Plans, Specifications, or Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same to the Owner's Representative in writing and cease operations on that part of the Work until the Owner's Representative has given him appropriate instructions as provided for in the Section on ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall at all times observe and comply with and shall cause all his agents, employees, Subcontractors, and suppliers to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, by the Contractor, his employees, agents, Subcontractors, or suppliers.

### **7-2 PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

### **7-3 INVENTIONS, PATENTS, AND COPYRIGHTS**

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights.

The Contractor shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all claims, damages, losses, expenses, and other costs, including costs of defense attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, materials, equipment, product or device, and shall defend all such claims in connection with any alleged infringement of such right.

### **7-4 PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater length or amount of Work that he can prosecute properly with due regard to the rights of the public. Convenient access to driveways, houses and buildings along the line of Work shall be maintained and temporary

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crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time.

The Contractor shall provide and maintain such fences, barriers, directional signs, lights and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction Work and to give directions to the public.

### **7-5 RESPONSIBILITY FOR LOSS, DAMAGE, OR INJURIES**

The Contractor shall be responsible for all claims demands, or liability from any cause arising out of or resulting from or in connection with the performance of the Work, excepting only those as may be caused solely and exclusively by the fault or negligence of the Owner, Engineer/Architect, the Owner's Representative, or their consultants, or their directors, officers, employees, and agents. Such responsibility shall extend to claims, demands, or liability for loss, damage, or injuries occurring after completion of the Work as well as during the progress of the Work.

### **7-6 CONTRACTOR'S RESPONSIBILITY FOR THE WORK**

Until the Acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein (including materials for which he has received partial payment or materials which have been furnished by the Owner) and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or materials occasioned by any cause before its completion and Acceptance and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. The suspension of the Work or the granting of any extension of time from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury.

Notwithstanding the foregoing provisions of this Section, the Contractor shall not be responsible for the cost of repairing and restoring damage to the Work, which damage is determined to have been proximately caused by an Act of God, in excess of 5% of the contracted amount, provided that the Work damaged is built in accordance with accepted and applicable building standards and the Plans and Specifications. For the purposes of this paragraph, "Acts of God" shall include only the following occurrences or conditions and effect: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

## **7-7 PRESERVATION OF PROPERTY**

The Contractor shall exercise due care to avoid injury to existing improvement or facilities, Utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All trees, shrubbery, and landscaping that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements or facilities within or adjacent to the Work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the Work or as good as required by the Plans and Specifications if any such objects are a part of the Work being performed.

The fact that any such pipe or other underground facility is not shown on the Plans shall not relieve the Contractor of his responsibility under this Section.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever any notice is required to be given by the Owner or the Contractor to any adjacent or adjoining landowner or other party before commencement of any Work such notice shall be given by the Contractor.

In any emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury.

## **7-8 EXCAVATION AND/OR DIGGING TRENCHES**

As required by Labor Code Section 6705, if the total amount of the Contract is in excess of \$25,000, the Contractor shall submit to the Owner for Acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches 5 feet or more in depth. The plan shall be prepared by a registered civil or structural Engineer. As a part of the plan, a note shall be included stating that the registered civil or structural Engineer certifies that the plan complies with the CAL-OSHA Construction Safety Orders, or that the registered civil or structural Engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

The Owner or the Engineer/Architect or their consultants may have made investigations of the subsurface conditions in areas where the Work is to be performed. If so, these investigations are identified in the Special Provisions and the records of such investigations are available for inspection at the office of the Engineer/Architect. The detailed plan showing the design of shoring, etc., which the Contractor is required to submit to the Owner for Acceptance in advance of excavation will not be accepted by the Owner if the plan is based on subsurface conditions which

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are more favorable than those revealed by the investigations made by the Owner or the Engineer/Architect or their consultants; nor will the plan be accepted if it is based on soils related design criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

The detailed plan showing the design of shoring, etc., shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads.

Nothing contained in this Section shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

As required by Public Contracts Code Section 7104, in any Contract which involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract.

In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between the parties.

### **7-9 SAFETY**

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property

during performance of the Work, and the Contractor shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety of the public and workers.

The right of the Engineer/Architect or the Owner's Representative to conduct construction review or observation of the Contractor's performance will not include review or observation of the adequacy of the Contractor's safety measure in, on, or near the construction site.

#### **7-10 PERSONAL LIABILITY**

No director, officer, employee, or agent of the Owner, the Engineer/Architect, the Owner's Representative, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

#### **7-16 WARRANTY OF TITLE**

No materials, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale Contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all Work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any Work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of Utility companies or of municipalities, the title of which commonly retained by the Utility company or the municipality. Nothing contained in this Section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this Section shall be inserted in all subcontracts and material contracts, and notices of its provision shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

#### **7-17 PROPERTY RIGHTS IN MATERIALS**

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after Final Acceptance of the Work by the Owner.

All such materials shall become the property of the Owner upon Final Acceptance of the Work by the Owner.

Soil, stone, gravel, and other materials found at the site of the Work and which conform to the Plans and Specifications for incorporation into the Work may be used in the Work. No other use shall be made of such materials except as may be otherwise described in the Plans and Specifications.

All excess excavated soil, stone, gravel, and other materials from the site of the Work shall become

the property of the Contractor upon removal of such materials from the site of the Work.

#### **7-18 MUTUAL RESPONSIBILITY OF CONTRACTORS**

Nothing in the Contract shall be interpreted as granting to the Contractor exclusive occupancy of the site of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the construction of the project, to the end that the Contractor may perform this Contract in the light of such other Contracts, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous performance of some other Contract or Contracts, the Owner's Representative shall decide which Contractor shall cease Work temporarily and which Contractor shall continue or whether the Work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. On all questions concerning conflicting interest of Contractors performing related Work, the decision of the Owner's Representative shall be binding upon all Contractors concerned and the Owner, the Engineer/Architect, the Owner's Representative, and their consultants shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance of attempted performance of any other Contract or Contracts on the project or caused by a decision or omission of the Owner's Representative respecting the order of precedence in the performance of the Contracts.

If through acts of neglect on the part of the Contractor, any other contractor or any Subcontractor shall suffer loss of damage on the Work, the Contractor agrees to settle with such other contractor or Subcontractor by agreement or arbitration, if such other contractor or Subcontractor will so settle. If such other contractor or Subcontractor shall assert any claim against the Owner, the Engineer/Architect, the Owner's Representative, or their consultants, on account of any damage alleged to have been so sustained, the Owner shall notify Contractor who shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants and each of their directors, officers, employees, and agents against any such claim, including all attorneys' fees and any other costs incurred by the indemnified parties relative to any such claim.

#### **7-23 LANDS AND RIGHTS-OF-WAY**

The lands and rights-of-way for the facility to be constructed will be provided by the Owner. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside the limits of the Owner's lands and rights-of-way.

Work in public right-of-way shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the Work is located in addition to conforming to the Plans and Specifications. If a permit is not required, the Work shall conform to the standards of the public agency involved in addition to conforming to the Plans and Specifications.



**7-24 WAIVER OF RIGHTS**

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the Owner, Engineer/Architect, Owner's Representative, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

**7-25 TAXES**

The Contractor shall pay all sales, consumer, use, and other taxes.

**NOTICE OF TAXABLE POSSESSORY INTEREST** - The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

**7-26 ASSIGNMENT OF ANTI-TRUST ACTIONS**

In entering into a public works Contract or subcontract to supply goods, services, or materials pursuant to a public works Contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

**7-30 STATE LICENSE BOARD NOTICE**

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

**SECTION 9 - ESTIMATES AND PAYMENTS****9-1 PAYMENTS FOR CHANGES IN THE WORK**

Changes in, additions to, or deductions from the Work, including increases or decreases in the quantity of any item or portion of the Work, shall be set forth in a written change order executed by the Owner and by the Contractor which shall specify:

The changes, additions, and deductions to be made.

The increase or decrease in compensation due the Contractor, if any.

Adjustment in the time of completion, if any.

Adjustment in the compensation due the Contractor shall be determined by one or more of the following methods in the order of precedence listed below:

Unit prices contained in the Contract.

Mutually agreeable lump sum or unit prices. If requested by the Owner's Representative, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing proposed lump sum and unit prices.

Force account whereby the Contractor is compensated for furnishing labor, materials, tools, and equipment as follows:

Cost of labor plus 15% for workers directly engaged in the performance of the Work. Cost of labor shall include actual wages paid, including employer payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes plus payments imposed on payroll amounts by state and federal laws plus subsistence and travel allowance payments to workers.

Cost of material plus 15%. Cost of material shall include sales tax, freight, and delivery charges. The Owner reserves the right to furnish such materials as he deems advisable and the Contractor shall not be paid the 15% markup on such materials.

For tools and equipment actually engaged in the performance of the Work, rental rates plus 15%. The rental rates shall be those prevailing in the area where the Work is performed. No rental charge shall be made for the use of tools or equipment having a replacement value of \$500 or less.

Subcontractor invoices to the Contractor plus 5%. Subcontractor invoices shall be based on the above described cost of labor plus 15%, cost of material plus 15%, and tool and equipment rental rates plus 15%.

No payment shall be made for any item not set forth above, including without limitation, Contractor's overhead, general administrative expense, supervision, or damages claimed for delay in prosecuting the remainder of the Work.

For force account Work, the Contractor shall submit to the Owner's Representative for his verification daily Work sheets showing an itemized breakdown of labor, materials, tools, and equipment used in performing the Work. No payment will be made for Work not verified by the Owner's Representative.

#### **9-5 SUBSTITUTION OF SECURITIES FOR AMOUNTS WITHHELD**

Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute securities for any money withheld by the Owner to ensure performance of the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner or with a state or federally chartered bank as the escrow agent, who shall release such securities to Contractor following the expiration of 40 Days from the date of filing of a Notice of Completion of the Work by the Owner, to the extent such securities have not previously been utilized by Owner for purposes as provided hereinafter or are not then subject to withholding by Owner to satisfy stop notices or other claims and costs associated therewith.

The request for substitution of securities to be deposited with the Owner, or with a state or federally chartered bank as escrow agent, shall be submitted on the form set forth in this Contract, which when executed by the Contractor and the Owner shall constitute a Supplemental Agreement forming a part of this Contract. The Owner shall have 30 Days from receipt of any such written request, properly completed and signed by the Contractor and, if applicable, accompanied by an escrow agreement in a form acceptable to Owner, to approve said request and effect the substitution. Owner shall not unreasonably withhold approval of said request. Owner shall determine the value of any security so deposited. Such Supplemental Agreement and any escrow agreement shall provide for the release of the securities to Contractor as set forth herein and shall also set forth the manner in which Owner may convert the securities or portions thereof to cash and apply the proceeds to the accomplishment of any purposes for which monies may be withheld and utilized as described in the Contract, including but not limited to the completion of the Contract, correction of defective Work and the answering of any stop notice claims and litigation cost thereof.

Securities eligible for investment under this section shall be those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit.

The Contractor shall be the beneficial Owner of any securities substituted for monies withheld and shall receive any interest thereon.

#### **9-6 RESOLUTION OF CONSTRUCTION CLAIMS**

Except as otherwise provided in this Contract, if any dispute shall arise between the Owner and Contractor regarding performance of the Work, or any alleged change in the Work, Contractor shall timely perform the disputed work and shall give written notice of a claim for

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additional compensation for the work to the Owner within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work and shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

9.6.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with all applicable law, including but not limited to these statutes.

9.6.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor for:

(A) An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the Owner;

(B) Payment by the Owner of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or

(C) An amount the payment of which is disputed by the Owner.

A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

9.6.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than thirty (30) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Owner and shall include on its first page the following words in 16-point capital font: "THIS IS A CLAIM." The Claim shall include the all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

9.6.4 Supporting Documentation: The Contractor shall submit all claims in the following format:

(A) Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions

pursuant to which the Claim is made

- (B) List of documents relating to claim:
  - (1) Specifications
  - (2) Drawings
  - (3) Clarifications (Requests for Information)
  - (4) Schedules
  - (5) Other
- (C) Chronology of events and correspondence
- (D) Narrative analysis of claim merit
- (E) Analysis of Claim cost, including calculations and supporting documents
- (F) Time impact analysis in CPM format

9.6.5 Owner's Response. Upon receipt of a Claim pursuant to this Section, the Owner shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the Owner issues its written statement.

(A) If the Owner needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Owner's governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three (3) days following the next duly publicly noticed meeting of the Owner's governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(B) Within 30 days of receipt of a Claim, the Owner may request in writing additional documentation supporting the Claim or relating to defenses or Claims the Owner may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner and the Contractor. The Owner's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days (if the Claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

9.6.6 Meet and Confer. If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner,

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in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

9.6.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(A) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(B) For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

(C) Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(D) The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

9.6.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

9.6.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

(A) Within 60 days, but no earlier than 30 days, following the filing or

responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(B) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

#### 9.6.10 Government Code Claim Procedures.

(A) This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

(B) In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for additional work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the Owner.

(C) 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 adjustment of the Contract Time or Contract Price for additional work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the Owner.

(D) A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Contractor or that should reasonably be known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

9.6.11 Non-Waiver. The Owner's failure to respond to a Claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Claim being deemed rejected in its entirety, and

shall not constitute a waiver of any rights under this Section.

## **SECTION 10 – MISCELLANEOUS TERMS**

### **10-1 WATER QUALITY MANAGEMENT AND COMPLIANCE**

Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board (“Permit”). It shall be Contractor’s sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a “living document” that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor’s sole responsibility to update the SWPPP as necessary to address conditions at the project site.

Contractor shall comply with the lawful requirements of any applicable municipality, drainage Owner, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work and the Contractor hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

Pursuant to the indemnification provisions of the Agreement, Contractor hereby agrees to defend, indemnify and hold harmless the Owner and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, Owner may seek damages from Contractor for any delay in completing the Work in accordance with the Agreement, if such delay is caused by or related to Contractor’s failure to comply with the Permit. Owner reserves the right to defend any enforcement action brought against the Owner for Contractor’s failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of the Agreement, Contractor hereby agrees to be bound by, and to reimburse Owner



for the costs (including the Owner's attorney's fees) associated with, any settlement reached between the Owner and the relevant enforcement entity.

### **10-2 AIR QUALITY**

Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Owner against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in the Agreement.

### **10-3 ANTI-TRUST CLAIMS**

This provision shall be operative if the Agreement is applicable to California Public Contract Code Section 7103.5. In entering into the Agreement to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the Owner tenders final payment to Contractor, without further acknowledgment by the parties.

**EXHIBIT C  
RATE SCHEDULE**

Item No.	Description	Unit Price	Unit
1.	Furnish and install 4-foot, UV cured CIPP liner at various locations throughout the District per repair.		
	6-Inch Pipe	<u>\$2,400.00</u>	Per Repair
	8-Inch Pipe	<u>\$2,500.00</u>	Per Repair
	10-Inch Pipe	<u>\$2,600.00</u>	Per Repair
	12-Inch Pipe	<u>\$2,700.00</u>	Per Repair
	15-Inch Pipe	<u>\$3,000.00</u>	Per Repair
	18-Inch Pipe	<u>\$3,500.00</u>	Per Repair
	21-Inch Pipe	<u>\$3,800.00</u>	Per Repair
	24-Inch Pipe	<u>\$4,500.00</u>	Per Repair
	27-Inch Pipe	<u>\$5,000.00</u>	Per Repair
	30-Inch Pipe	<u>\$5,500.00</u>	Per Repair
	33-Inch Pipe	<u>\$7,000.00</u>	Per Repair
2.	Re-instate Lateral Connections	<u>\$250.00</u>	Each
3.	3-Inch pump sewer by-pass with 100% back-up system	<u>\$2,800.00</u>	Each
4.	4-Inch pump sewer by-pass with 100% back-up system	<u>\$3,600.00</u>	Each

The pricing entered for each line item will represent the complete compensation for all labor, materials, fees, permits, traffic control, time/travel/logistics considerations, tools and equipment necessary or incidental to fully complete the work in a complete and workmanlike manner, meeting all standards and specifications of the Scope of Work (Exhibit A).

EXHIBIT D  
Work Order Form

[To be executed by OWNER and CONTRACTOR prior to commencement of work; again by OWNER for formal acceptance of completed work]

This Work Order is executed pursuant to the "AGREEMENT FOR ON-CALL UV CIPP SHORT LINER INSTALLATIONS SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND PERFORMANCE PIPELINE TECHNOLOGIES, INC. (Contract No. OM19-20.086) dated \_\_\_\_\_, 2020 ("Agreement"). The Agreement terms are fully incorporated in this Work Order. Terms used in this Work Order have the same meanings given in the Agreement.

---

**I. PRIOR TO COMMENCEMENT OF WORK**

Work Order No.: \_\_\_\_\_

Work Description: \_\_\_\_\_  
\_\_\_\_\_

Work Location: (address/intersection, City) \_\_\_\_\_  
\_\_\_\_\_

Estimated Work Cost: (attach quote/proposal) \$ \_\_\_\_\_

Estimated Time for Completion: \_\_\_\_\_

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

**ACKNOWLEDGED AND AGREED:**

OWNER'S REPRESENTATIVE:

CONTRACTOR'S REPRESENTATIVE:

Sign: \_\_\_\_\_  
Director, Officer, AGM, or GM

Sign: \_\_\_\_\_

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

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

---

**II. OWNER'S ACCEPTANCE OF COMPLETED WORK**

Actual Work Cost: (attach backup information as required) \$ \_\_\_\_\_

OWNER accepts all work completed under this Work Order on the date below, subject to all terms of the Agreement.

OWNER'S REPRESENTATIVE:

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

If Actual Work Cost is less than or equal to Estimated Work Cost, Project Manager signs.  
If Actual exceeds Estimated by more than 10%, Director, Officer, AGM, or GM must sign.

EXHIBIT E  
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as "District") has awarded to Performance Pipeline Technologies, Inc., dba Sanitation Systems, (hereinafter referred to as the "Contractor") an agreement for On-Call UV CIPP Short Liner Installation (OM19-0.086) (hereinafter referred to as the "Project").

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

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

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the District in the penal sum of Three Hundred Seventy-Five Thousand Dollars (\$375,000) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released

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

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

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

(Corporate Seal of Principal,  
if corporation)

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

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

(Seal of Surety)

\_\_\_\_\_  
Surety

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

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

EXHIBIT F  
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as "District") has awarded to Performance Pipeline Technologies, Inc., dba Sanitation Systems, (hereinafter referred to as the "Contractor") an agreement for On-Call UV CIPP Short Liner Installation (OM19-0.086) (hereinafter referred to as the "Project").

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

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

NOW, THEREFORE, we, Performance Pipeline Technologies, Inc., dba Sanitation Systems, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of Three Hundred Seventy-Five Thousand Dollars (\$375,000), the sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

**#4.**

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

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

\_\_\_\_\_  
Name

By \_\_\_\_\_

SURETY:

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

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

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

THE FOLLOWING INFORMATION IS MANDATORY

Any claims under this bond may be addressed to:

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

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

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



**VENDOR CONTACT LIST**

<b>Company Name</b>	<b>Company Address</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>E-Mail</b>
Downstream Services, Inc.	2855 Progress Pl., Escondido, CA 92029	Robert C.	(760) 746-2544	<a href="mailto:RobertC@downstreamservices.com">RobertC@downstreamservices.com</a>
Nu Line Technologies, LLC	102 2nd Street, Ste B., Encinitas, CA 92024	Frank Durazo	(760) 443-7452	<a href="mailto:fdurazo@nulinetech.net">fdurazo@nulinetech.net</a>
Performance Pipeline Technologies, Inc.	5305 Industrial Drive, Huntington Beach, CA 92649	Gene Glassburner	(714) 536-7386	<a href="mailto:gene@pptsocal.com">gene@pptsocal.com</a>
Pipe Guard UV Technology	--	Randy Gardner	(949) 283-2365	<a href="mailto:rgardner@pipeguard.us">rgardner@pipeguard.us</a>
Pro Pipe Professional Pipe Services	23311 Madero, Mission Viejo, CA 92691	Eddie Ruiz	(909) 598-9743	<a href="mailto:Eduardo.ruiz@pro-pipe.com">Eduardo.ruiz@pro-pipe.com</a>





# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** August 3, 2020

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

**SUBJECT:** Construction Contract Award for Plant 3A Primary Clarifiers No. 3  
and No. 4 Rehabilitation

---

### SUMMARY:

Issue: Board action is required for the Notice Inviting Sealed Bids for the Plant 3A Primary Clarifiers No. 3 and No. 4 Rehabilitation, Project No. 2019.303.

Recommendation: It is recommended that the Board of Directors award the construction services contract to Pacific Hydrotech Corporation in the amount of \$325,000; authorize the General Manager or Assistant General Manager to execute the contract; and to approve change orders up to 10% of the contract value.

Fiscal Impact: Project No. 2019.303 is budgeted in Fund 7, Replacement and Rehabilitation with a current project budget of \$750,000. The proposed project budget is \$782,894. Adequate funds are included in the FY 2020-21 Capital Improvement Program budget.

Reviewed by Legal: Yes

### BACKGROUND:

The liquids treatment facilities at Plant 3A were originally constructed in 1991 and have been in continuous operation since that time. An integral part of these facilities includes the primary clarifiers and associated equipment.

Over time, the existing equipment within the primary clarifiers has deteriorated and has required replacement. Some of the equipment was replaced and portions of the clarifiers were rehabilitated in 2015.

## #5.

### Construction Contract Award for Plant 3A Primary Clarifier Rehabilitation

August 3, 2020

Page 2 of 3

This project will replace existing carbon steel launders and supports with new fiberglass launders, supports, and weirs within Primary Clarifier No. 3 and No. 4. This project will also replace existing carbon steel influent baffles with new stainless-steel influent baffles within Primary Clarifier Nos. 1 through 4.

Construction documents for the project were prepared by Lee & Ro utilizing the previous on-call engineering services agreement. A categorical exemption was prepared in accordance with State CEQA Guidelines and a Notice of Exemption was filed with Orange County on January 8, 2020.

#### **DISCUSSION:**

A request for bids was issued to six qualified contractors. The District received four sealed bids for the subject contract on July 16, 2020. The table below summarizes the bids received:

<b>Firm</b>	<b>Bid</b>
Pacific Hydrotech Corporation	\$325,000
Pascal & Ludwig Constructors	\$342,000
SS Mechanical Construction Corp.	\$364,379
Kingmen Construction	\$461,751
<b>Engineer's Estimate</b>	<b>\$274,500</b>

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

This project is part of the capital improvement program costs for the Plant 3A facility, of which Santa Margarita Water District's proportionate share is 28-percent.

**SUMMARY OF PROJECT BUDGET:**

<b>Project Items</b>	<b>Project Budget*</b>	<b>Proposed / Approved Contract</b>	<b>Proposed / Authorized Contingency</b>	<b>Total Proposed / Authorized Amount</b>
Aeration Diffusers Replacement <sup>1</sup>	\$280,883	\$255,348	\$25,535	\$280,883
RAS Pump Rehabilitation <sup>2</sup>	\$103,792	\$90,465	\$13,327	\$103,792
Engineering <sup>3</sup>	\$45,000	\$0	\$0	\$45,000
Primary Clarifiers No. 3 and No. 4 Rehabilitation <sup>3</sup>	\$320,325	\$325,000	\$32,500	\$357,500
<b>Totals</b>	<b>\$750,000</b>	<b>\$670,813</b>	<b>\$71,362</b>	<b>\$787,175</b>

\*\$37,583 has been expended to date on labor, legal, and other

<sup>1</sup>\$255,348 has been expended to date on Aeration Diffuser Replacement.

<sup>2</sup>\$103,092 has been expended to date on RAS Pump Rehabilitation.

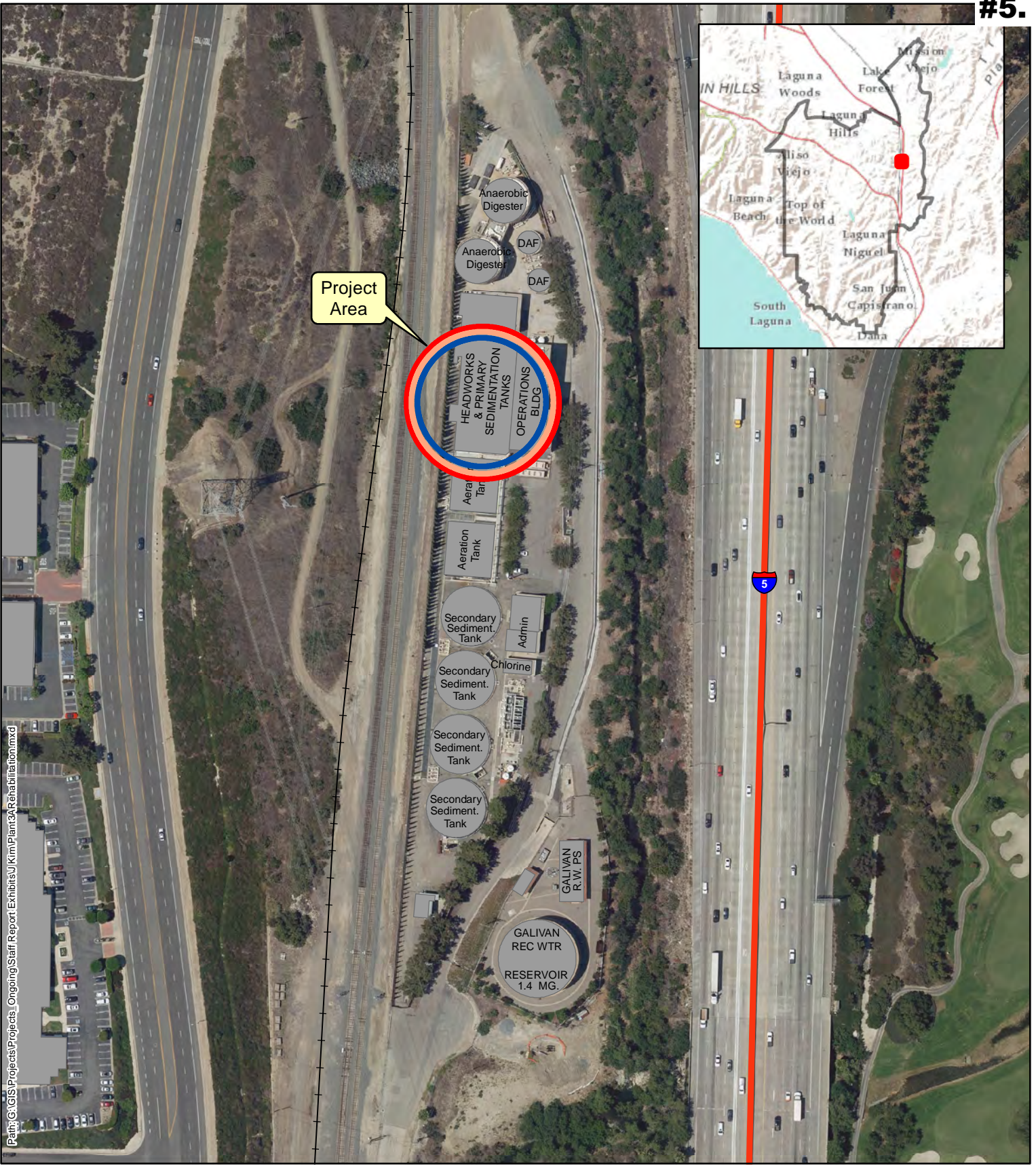
<sup>3</sup>\$40,150 has been expended to date on Primary Clarifier 3 & 4 Rehabilitation.

 Currently Proposed Amount

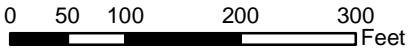
Attachments:

1. Exhibit A – Location Map for Plant 3A Primary Clarifiers
2. Exhibit B – Vendor Contact List





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Scale = 1:2,000

**Location Map**  
**Plant 3A Primary Clarifiers**  
**No. 3 & No. 4 Rehabilitation**  
**Project No. 2019.303**





# VENDOR CONTACT LIST

Company Name	Company Address	Contact Person	Telephone #	E-Mail
Kingmen Construction	4200 Chino Hills Parkway, Chino Hills CA 91709	Neil Nehmens	(909) 529-1747	<a href="mailto:Nnehmens@kingmenconstruction.com">Nnehmens@kingmenconstruction.com</a>
Pacific Hydrotech Corporation	314 E. Third Street, Perris CA 92570	Kirk Harns	(951) 943-8803	<a href="mailto:Kharns@pachydro.com">Kharns@pachydro.com</a>
Pascal & Ludwig Constructors	2049 E. Francis Street, Ontario CA 91761	Alan Ludwig	(909) 947-4631	<a href="mailto:Aludwig@pascalludwig.com">Aludwig@pascalludwig.com</a>
SS Mechanical Construction Corp.	26561 Jacinto Drive, Mission Viejo CA 92692	John Whelan	(714) 847-1317	<a href="mailto:John@ssmechanical.com">John@ssmechanical.com</a>

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# moulton niguel water district

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** August 3, 2020

**FROM:** Todd Novacek, Director of Operations  
Ronin Goodall, Superintendent of Operations

**SUBJECT:** Pump Refurbishment Service Agreements

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### SUMMARY:

Issue: The current pump refurbishment service agreements will expire on August 30, 2020. Board action is required to execute On-Call Service Agreements for pump refurbishments to be performed on an as-needed basis.

Recommendation: It is recommended that the Board of Directors authorize the General Manager or Assistant General Manager to execute the following three-year service agreements:

- 1) Pump Refurbishment Services Agreement with Evans Hydro, Inc. for a not-to-exceed amount of \$400,000.
- 2) Pump Refurbishment Services Agreement with Vaughan's Industrial Repair Co. Inc. for a not-to-exceed amount of \$400,000.

Fiscal Impact: Sufficient funds have been included in the FY20-21 Operating Budget and will be included in proposed budgets for subsequent years.

Reviewed by Legal: Yes

### BACKGROUND:

The Moulton Niguel Water District (District) operates 158 pumps within various pump and lift stations for potable water, recycled water, wastewater, including an additional 65 pumps at the Plant 3A. Staff performs routine maintenance of the pumps on an on-going basis. During the maintenance process, staff inspects and evaluates the condition of the pumps for wear on the bearings, shafts, rings and other signs of potential pump failure. Pumps determined to need repair are removed from the

facilities and sent out for refurbishment services that cannot be performed while the pumps are operating or on-site. Services provided during this type of refurbishment

## #6.

### Pump Refurbishment Service Agreements

August 3, 2020

Page 2 of 3

include fabricating new shaft sleeves, wear rings, pressed bearings, and impeller balancing.

Regular maintenance and refurbishment of the pumps allows the District to maximize the useful service life of each pump unit. Further, the pumps operate at a higher level of efficiency when maintained appropriately, which reduces the energy cost required to operate the pumping units. The annual costs for the pump refurbishment services vary based on the type and quantity of services required.

#### **DISCUSSION:**

Due to the time sensitivity of taking the District's pumps offline for service, staff has determined it is in the best interest of the District to contract with multiple service providers for pump refurbishments in order to account for provider availability and to enable simultaneous pump refurbishments, when needed.

Staff has thoroughly evaluated the limited number of qualified, local contractors capable of providing this service. The evaluation was based on response time, workmanship, reliability, ability to meet District specifications, warranty support, experience with the District, references from other Districts, as well as price. Over the last decade, District staff has secured services from several different companies that offer pump refurbishment services. Many of these companies have previously been unable to meet District expectations regarding workmanship and responsiveness. This has often resulted in District staff having to return refurbished pumps to the vendor, which has resulted in unsatisfactory delays with returning those pumps to service. These companies were not contacted based on past performance.

Three vendors were ultimately contacted for pricing, including RIV-OR Counties Pump Company (in addition to the recommended vendors). Ultimately, RIV-OR Counties Pump Company declined to provide pricing. Based on their qualifications, past performance, and availability, staff is recommending the Board authorize the General Manager or Assistant General Manager to enter into agreements with Evans Hydro, Inc. and Vaughan's Industrial Repair Co. Inc. for total not-to-exceed agreement amounts of \$400,000 each for pump refurbishment services. Evans Hydro, Inc. and Vaughan's Industrial Repair Co. Inc. have provided high-quality and reliable services for the District in the past and are well qualified to render such services.

The pricing between the two recommended vendors was extremely competitive as demonstrated below:

## Pump Refurbishment Service Agreements

August 3, 2020

Page 3 of 3

<b>Summary of Costs for Pump Refurbishment Services</b>		
<b>Contractor</b>	<b>Pricing (Vertical Turbine)</b>	<b>Pricing (Horizontal Split Case)</b>
Evans Hydro, Inc.	\$5,850	\$4,725
Vaughan's Industrial Repair Co. Inc.	\$5,910	\$4,778

The Pump Refurbishment Services Agreements have been reviewed and approved by District counsel. A copy of the agreement is attached for reference. The District's standard ten-day termination clause is included as a provision in the agreement.

## Attachments:

1. Pump Refurbishment Services Agreement with Evans Hydro, Inc.
2. Pump Refurbishment Services Agreement with Vaughan's Industrial Repair Co. Inc.



**PUMP REFURBISHMENT SERVICES AGREEMENT  
BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
EVANS HYDRO, INC.  
AGREEMENT NO. OM19-20.118a**

THIS AGREEMENT (“Agreement”) is approved and entered into as of \_\_\_\_\_ (the “Effective Date”), by and between the MOULTON NIGUEL WATER DISTRICT, hereinafter called “DISTRICT”, and EVANS HYDRO, INC, hereinafter called “CONTRACTOR”. DISTRICT and CONTRACTOR are sometimes referred to in this Agreement individually as a “Party” or jointly as the “Parties.”

**RECITALS**

- A. DISTRICT requires pump refurbishment services, as further described in this Agreement and in Exhibit A, Scope of Work and is attached hereto and incorporated in this Agreement (the “Services”).
- B. CONTRACTOR represents that it has the necessary licenses, equipment, permits, and skills required to perform the Services pursuant to the terms and standards set forth in this Agreement.

**NOW, THEREFORE,** DISTRICT and CONTRACTOR, for the consideration stated herein, agree as follows:

1. **SCOPE OF WORK, PERFORMANCE STANDARDS.**

(a) CONTRACTOR shall perform the Services in accordance with the Scope of Work and specifications set forth in Exhibit A and the other terms of this Agreement in consultation with DISTRICT representatives, including the provision of labor, and materials (not otherwise provided by DISTRICT itself), for various facilities throughout DISTRICT, from time to time during the term of this Agreement. The quantity of work to be performed and materials provided outlined in Exhibit 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 DISTRICT does not guarantee any minimum or maximum amount of Services to be provided under this Agreement and DISTRICT may use other contractors for the Services throughout the term of this Agreement, in its sole discretion. Except as otherwise specified under Exhibit 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 DISTRICT.

(b) The Services shall be performed in accordance with the terms of this Agreement including all attached Exhibits, the Services specifications, and the permitting, licensing or other requirements of any governmental or municipal entity within whose jurisdiction the Services are performed, including municipal storm water ordinances, which are by this reference incorporated into this Agreement. It shall be the CONTRACTOR’s responsibility to ascertain and keep

## #6.

informed of all such existing and future requirements of other governmental entities concerning the Services performed under this Agreement, including acquisition of necessary permits and licenses by municipalities related to Services in public right of way and payment of the fees or costs thereof.

(c) CONTRACTOR is an independent CONTRACTOR and not an employee of DISTRICT. No permitted or required approval of DISTRICT representatives of costs, schedules, documents, or services of CONTRACTOR or investigations thereof, will be construed as making DISTRICT responsible for the manner in which CONTRACTOR performs the Services. Such approvals and investigations are intended only to give DISTRICT the right to satisfy itself with the quality of work performed by CONTRACTOR.

2. PUBLIC SAFETY; SAFETY REQUIREMENTS. CONTRACTOR shall be solely and completely responsible for the safety of all persons and property during performance of the Services and work. CONTRACTOR's operations for the Services shall be conducted so as to provide maximum safety to CONTRACTOR's employees, to the general public and to DISTRICT's representatives, and in compliance with all safety laws, rules and regulations of the State of California ("State"), federal, and local agencies. It is CONTRACTOR's responsibility to have a current safety program on file with DISTRICT prior to commencement of any Services under this Agreement. It is CONTRACTOR's responsibility to have a current Safety Manual that meets SB 198 requirement for injury and illness prevention and have that Safety Manual on file with DISTRICT.

3. COMPLIANCE WITH LAW, LICENSE.

(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 DISTRICT.

4. DISTRICT OBSERVATION. CONTRACTOR's performance of Services is subject to observation and inspection by DISTRICT's representatives. The observation, if any, by the DISTRICT's representative of the Services shall not relieve CONTRACTOR of any of obligations under the Agreement as prescribed, or CONTRACTOR's obligations to perform the Services in accordance with all terms and provisions required by municipal permits.



5. AGREEMENT PRICE; TERM.

(a) CONTRACTOR shall perform all Services pursuant to this Agreement at the “unit prices” in the schedule of work items attached as Exhibit 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 shall not exceed **Four Hundred Thousand Dollars (\$400,000)** without written approval from DISTRICT. CONTRACTOR is responsible for and shall pay all sales, consumer, use, and other taxes in connection with materials for the Services.

(b) Work will be billed by CONTRACTOR in accordance with DISTRICT’s invoicing requirements, including sufficient detail on work items under the Agreement pricing. CONTRACTOR’s invoice will account for the location of the Services performed in addition to sufficient cost details as required by DISTRICT. DISTRICT will make payment to the CONTRACTOR within Forty-Five (45) calendar days of receipt and approval of an invoice by DISTRICT, provided DISTRICT may withhold amounts as necessary to satisfy properly filed claims for labor or material; estimated actual costs for correcting defective work; amounts claimed by DISTRICT as forfeiture due to offsets, and as otherwise provided for under Section 9. No certificate given or payment made under the Agreement shall be conclusive evidence of performance of the Agreement and no payment shall be an acceptance of any defective work or improper materials.

(c) Acceptance and payment by DISTRICT for the Services will not in any way relieve CONTRACTOR of its responsibility to perform the Services and the Agreement in strict accordance with State, federal, and local law. Neither DISTRICT’s acceptance of, nor payment for, any Services will be construed to operate as a waiver of any rights under the Agreement, or of any cause of action arising out of the performance of the Agreement.

(d) The term of this Agreement shall commence upon the Effective Date and shall remain in effect for a period of **three (3) years** thereafter, unless otherwise terminated earlier by either Party pursuant to Section 12.

6. PUBLIC LAW REQUIREMENTS; PREVAILING WAGE.

(a) DISTRICT is a public agency in the State and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein. CONTRACTOR represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “Public Works” and “Maintenance” projects, and will 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>.

## #6.

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 DISTRICT at the sole discretion of the DISTRICT consistent with Section 1771.1(e).

(c) CONTRACTOR is responsible for furnishing those records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, pursuant to the procedures set forth in Section 1771.4 of the Labor Code. CONTRACTOR's DIR Registration No. is 1000012730.

(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 DISTRICT.

9. REMEDIES FOR DEFAULT. Without limiting any other right or remedy of DISTRICT, should DISTRICT not receive proper Services, cooperation, and response to its requests from CONTRACTOR in compliance with this Agreement and the Scope of Work, DISTRICT reserves the right to withhold payments due to CONTRACTOR under this Agreement until said items are completed or corrected by CONTRACTOR or, at DISTRICT's election, completed or corrected by others. The entire cost of any such work performed by others shall be deducted from the payments due to CONTRACTOR hereunder. Without limiting any other right or remedy of DISTRICT, DISTRICT shall have the right to offset against any amount payable to CONTRACTOR under this Agreement, any back charges provided for in the Exhibits in this

Agreement, and any loss or damage caused by CONTRACTOR's lack of performance or breach of this Agreement.

## 10. INSURANCE

(a) In addition to the requirements set forth below, during the entire term of the Agreement, CONTRACTOR will pay for and maintain, in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of CONTRACTOR in connection with or related to the Services provided under the Agreement.

(b) During the entire term of the Agreement, CONTRACTOR will pay for and maintain, in full force and effect, all insurance required by DISTRICT as listed in this Section. CONTRACTOR shall not commence Services under the Agreement until it has obtained all insurance required by the Agreement.

(c) The commercial general liability and business automobile insurance will be comprehensive in form, and be for the term of this Agreement and on a 'per occurrence' basis. All policies will have a clause providing that thirty (30) calendar days written notice will be given to DISTRICT prior to any cancellation of such policies. All insurance will be issued and underwritten by insurance companies having at least an "A-" policyholder's rating and a financial rating not less than Class VII in accordance with the most current Best's Rating Guide - Property/Casualty, or better, or as otherwise approved by DISTRICT. CONTRACTOR may satisfy the limit requirements set forth below in a single policy or multiple policies, provided, however, that any such additional policies written as excess insurance will not provide any less coverage than that provided by CONTRACTOR's first or primary policy. All policies shall name Moulton Niguel Water DISTRICT and each of its directors, officers, employees and agents as additional insureds thereunder ("Additional Insureds"). All of the policies of insurance provided hereunder shall be primary insurance and not additional to or contribute with any other insurance carried or maintained by, or for the benefit of, the Additional Insureds, and the insurer shall waive all rights of subrogation and contribution it may have against the Additional Insureds; these requirements shall be set forth in endorsements to policies. In the event any of said policies of insurance are canceled, CONTRACTOR shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 10 to DISTRICT.

(d) In the event DISTRICT consents, and CONTRACTOR subcontracts any portion of the Services under the Agreement, the Agreement between CONTRACTOR and such subcontractor shall require the subcontractor to maintain the same policies, limits and terms of insurance that CONTRACTOR is required to maintain pursuant to this Section 10, in accordance with all of the requirements of this Section 10.

(e) CONTRACTOR shall take out and maintain at all times during the Agreement the following policies of insurance, which shall comply with the other terms of Section as well as the following:

- (i) Workers Compensation Insurance and Employers Liability Insurance. Worker's compensation insurance as required by State laws, and

## #6.

employer's liability insurance with limits not less than \$1,000,000 each accident and \$1,000,000 for disease per employs, **which will include the subrogation and Additional Insureds terms and endorsements described under subsection (c) above.** This insurance shall be in strict accordance with the requirements of the most current and applicable state Workers' Compensation insurance laws.

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

(f) Nothing in the insurance requirements set forth 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 DISTRICT, or any persons or property, resulting from CONTRACTOR's activities or the activities of any person or persons for which CONTRACTOR is otherwise responsible, including CONTRACTOR's subcontractors, if any.

### 11. INDEMNIFICATION

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

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

final payment to CONTRACTOR pursuant to the Agreement. CONTRACTOR, upon request, shall make the records of the work available for the purposes described in this section at all reasonable times during the period CONTRACTOR is required to preserve and maintain such records.

14. SUCCESSORS; ASSIGNMENT. This Agreement is binding on the successors of the Parties. This Agreement may not be assigned by CONTRACTOR except upon written consent of DISTRICT.

15. ATTORNEYS' FEES. In the event of any declaratory or other legal or equitable action instituted between DISTRICT and CONTRACTOR in connection with this Agreement, the prevailing Party shall be entitled to recover from the losing Party all of its attorneys' fees, and costs and expenses.

16. THIRD-PARTY CLAIMS/DISTRICT NOTICE. CONTRACTOR agrees that it will process and administer any and all claims from third parties received in connection with CONTRACTOR's performance of the Services, consistent with the terms of Sections 10 and 11 of this Agreement. In accordance with Public Contract Code Section 9201, DISTRICT shall timely notify CONTRACTOR if DISTRICT receives any third-party claim relating to the Services or the Agreement. DISTRICT shall be entitled to recover from CONTRACTOR DISTRICT's reasonable costs incurred in providing such notification.

17. NOTICE. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person or to an officer or duly authorized representative of the other Party or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the Party for whom intended, as follows:

**DISTRICT:**

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

**CONTRACTOR:**

Evans Hydro, Inc.  
18128 S. Santa Fe Ave.  
Rancho Dominguez, CA 90221  
Attn: Kim Dixon

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. If any notice or other document is sent by mail as aforesaid, the same shall be fully delivered and received 24 hours after mailing as provided above.

18. INTEGRATION; ATTACHMENTS. This Agreement supersedes any and all agreements between the Parties hereto which are prior in time to this Agreement. Neither DISTRICT nor CONTRACTOR shall be bound by any understanding, agreement, promise, representation or stipulation expressed or implied not specified herein. The Exhibits attached hereto are incorporated herein as part of this Agreement.

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

20. AMENDMENTS. No addition to or modification of any provision contained in the Agreement shall be effective unless fully set forth in a writing signed by both DISTRICT and CONTRACTOR.

21. GOVERNING LAW; VENUE. The Agreement shall be construed in accordance with and governed by the laws of the State. In the event of any legal action to enforce or interpret the Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

22. 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.

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

**MOULTON NIGUEL WATER DISTRICT:**

**EVANS HYDRO, INC.:**

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

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

(Authorized Representative of Contractor)

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

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

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

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

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

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

**Exhibit A**  
**Scope of Work**

CONTRACTOR shall provide pump refurbishment services for the repair of its pumps on an as-needed basis.

Services to include fabricating new shaft sleeves, wear rings, pressed bearings, impeller balancing, and modifications. CONTRACTOR shall provide, at its expense, the facility, equipment and labor necessary to complete the Services. Services shall take place during regular business hours only.

Services may include but are not limited to the following, based on specific repair needs for each pump to be determined at the time of service:

- Disassemble and inspection of pump
- Sandblast all applicable parts
- Shaft polish and straight
- Replace thrust and radial bearings, and lip seals
- Manufacture (2) new sleeves packing bronze
- Center sleeve manufacture new bronze
- Impeller wear ring journal machine to install new ring
- Impeller ring manufacture new bronze
- Center bushing skim cut to clean 100% ID.
- Case wear ring skim cut to clean 100% ID
- Balance the impeller 4w/n
- Replace gasket, packing, and lantern ring
- Reassemble rotating element
- Paint and prep for shipment



Exhibit B  
Fee Schedule

#6.

**Evans HYDRO, Inc.**  
18128 S. Santa Fe Ave.  
Rancho Dominguez, CA. 90221



*While others chasing symptoms,  
we eliminate the cause.*

March 24, 2020

Moulton Niguel Water Dist.  
26161 Gordon Road  
Laguna Hill, Ca. 92653

Attention: Larry Ballew

Subject: Pricing Request

Dear Larry,

Listed below is the work scope and pricing for the items you have requested on the bid. We are basing the work scope on our experience and qualifications of what is required in order to ensure proper operation of your equipment.

The following proposals include all parts/labor listed and freight charges for the pickup and delivery. .

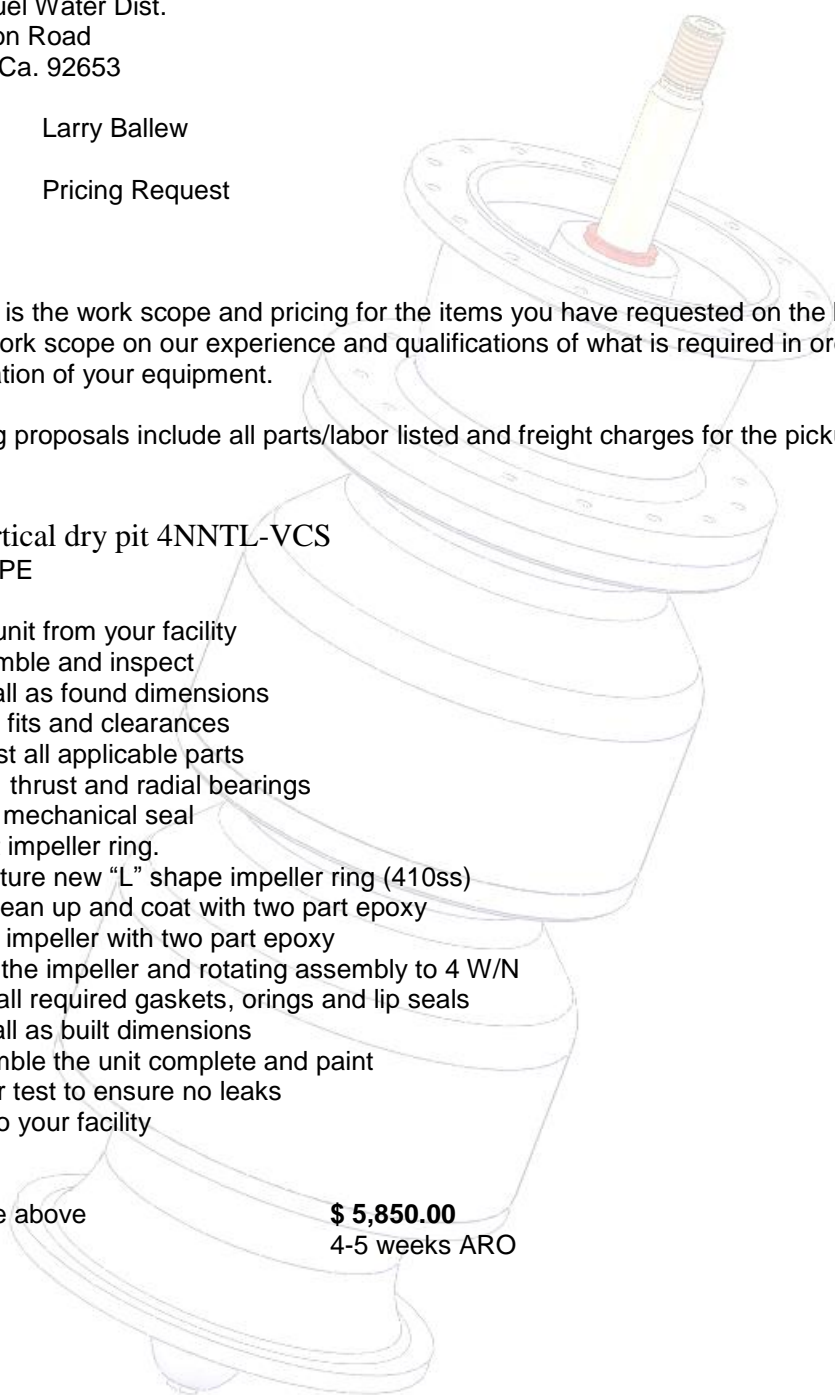
**Cornell Vertical dry pit 4NNTL-VCS  
WORK SCOPE**

- Pick up unit from your facility
- Disassemble and inspect
- Record all as found dimensions
- Verify all fits and clearances
- Sandblast all applicable parts
- Replace thrust and radial bearings
- Replace mechanical seal
- Skim cut impeller ring.
- Manufacture new "L" shape impeller ring (410ss)
- Volute clean up and coat with two part epoxy
- Coat the impeller with two part epoxy
- Balance the impeller and rotating assembly to 4 W/N
- Provide all required gaskets, orings and lip seals
- Record all as built dimensions
- Reassemble the unit complete and paint
- Hydro air test to ensure no leaks
- Deliver to your facility

**PRICING**

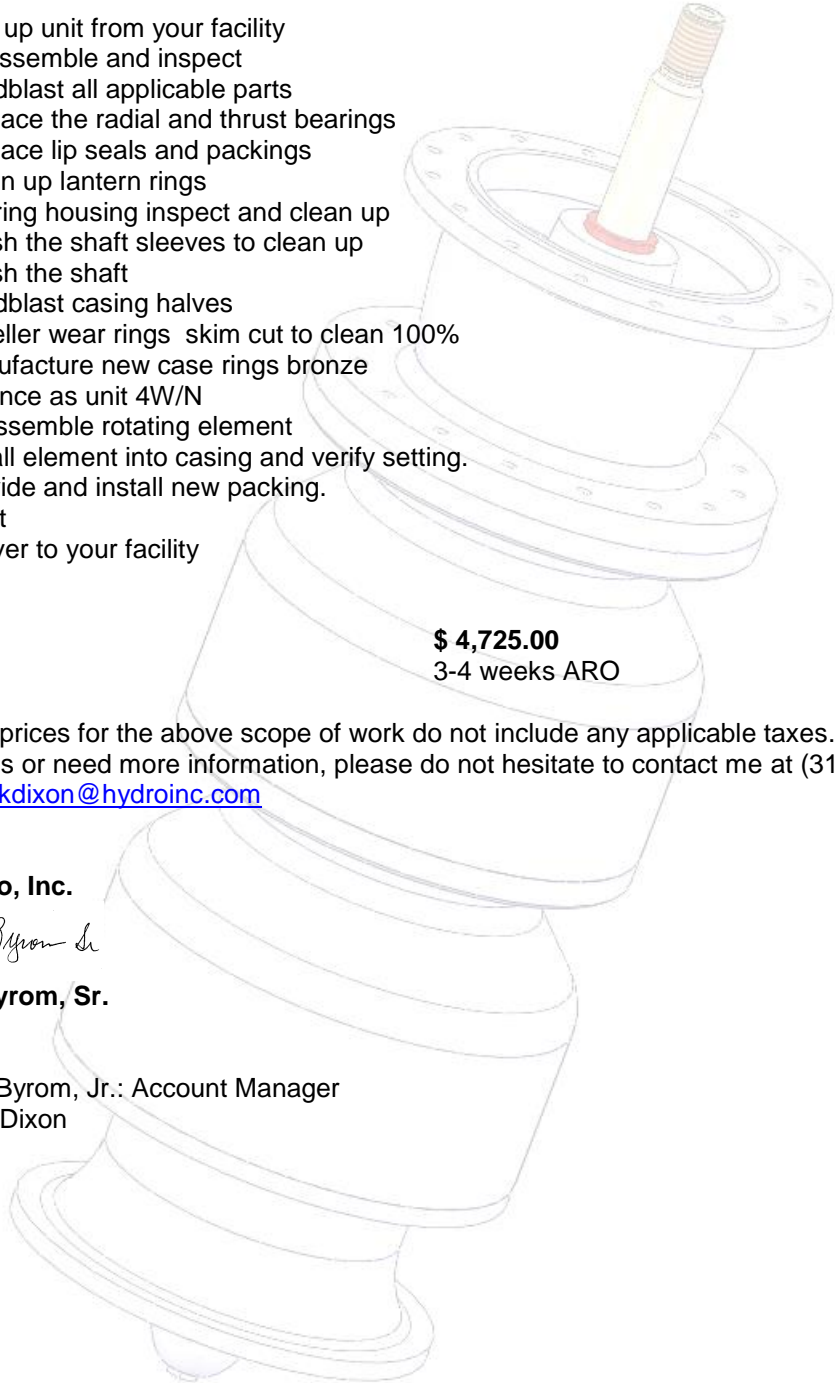
Based on the above  
Completion:

**\$ 5,850.00**  
4-5 weeks ARO



**Peerless Pump Repair – Peerless Pump, 4AE-11**  
WORK SCOPE

- Pick up unit from your facility
- Disassemble and inspect
- Sandblast all applicable parts
- Replace the radial and thrust bearings
- Replace lip seals and packings
- Clean up lantern rings
- Bearing housing inspect and clean up
- Polish the shaft sleeves to clean up
- Polish the shaft
- Sandblast casing halves
- Impeller wear rings skim cut to clean 100%
- Manufacture new case rings bronze
- Balance as unit 4W/N
- Reassemble rotating element
- Install element into casing and verify setting.
- Provide and install new packing.
- Paint
- Deliver to your facility



**PRICING**

**Per above**

Completion:

**\$ 4,725.00**

3-4 weeks ARO

Note: The prices for the above scope of work do not include any applicable taxes. If you have any questions or need more information, please do not hesitate to contact me at (310) 608-5801 or e-Mail to: [kdixon@hydroinc.com](mailto:kdixon@hydroinc.com)

Sincerely,  
**Evans Hydro, Inc.**



**James R. Byrom, Sr.**  
President

cc: Jim Byrom, Jr.: Account Manager  
Kim Dixon

**PUMP REFURBISHMENT SERVICES AGREEMENT  
BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND  
VAUGHAN’S INDUSTRIAL REPAIR CO., INC.  
AGREEMENT NO. OM19-20.118b**

THIS AGREEMENT (“Agreement”) is approved and entered into as of \_\_\_\_\_ (the “Effective Date”), by and between the MOULTON NIGUEL WATER DISTRICT, hereinafter called “DISTRICT”, and VAUGHAN’S INDUSTRIAL REPAIR CO., INC. hereinafter called “CONTRACTOR”. DISTRICT and CONTRACTOR are sometimes referred to in this Agreement individually as a “Party” or jointly as the “Parties.”

**RECITALS**

- A. DISTRICT requires pump refurbishment services, as further described in this Agreement and in Exhibit A, Scope of Work and is attached hereto and incorporated in this Agreement (the “Services”).
- B. CONTRACTOR represents that it has the necessary licenses, equipment, permits, and skills required to perform the Services pursuant to the terms and standards set forth in this Agreement.

**NOW, THEREFORE,** DISTRICT and CONTRACTOR, for the consideration stated herein, agree as follows:

1. **SCOPE OF WORK, PERFORMANCE STANDARDS.**

(a) CONTRACTOR shall perform the Services in accordance with the Scope of Work and specifications set forth in Exhibit A and the other terms of this Agreement in consultation with DISTRICT representatives, including the provision of labor, and materials (not otherwise provided by DISTRICT itself), for various facilities throughout DISTRICT, from time to time during the term of this Agreement. The quantity of work to be performed and materials provided outlined in Exhibit 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 DISTRICT does not guarantee any minimum or maximum amount of Services to be provided under this Agreement and DISTRICT may use other contractors for the Services throughout the term of this Agreement, in its sole discretion. Except as otherwise specified under Exhibit 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 DISTRICT.

(b) The Services shall be performed in accordance with the terms of this Agreement including all attached Exhibits, the Services specifications, and the permitting, licensing or other requirements of any governmental or municipal entity within whose jurisdiction the Services are performed, including municipal storm water ordinances, which are by this reference incorporated into this Agreement. It shall be the CONTRACTOR’s responsibility to ascertain and keep

## #6.

informed of all such existing and future requirements of other governmental entities concerning the Services performed under this Agreement, including acquisition of necessary permits and licenses by municipalities related to Services in public right of way and payment of the fees or costs thereof.

(c) CONTRACTOR is an independent CONTRACTOR and not an employee of DISTRICT. No permitted or required approval of DISTRICT representatives of costs, schedules, documents, or services of CONTRACTOR or investigations thereof, will be construed as making DISTRICT responsible for the manner in which CONTRACTOR performs the Services. Such approvals and investigations are intended only to give DISTRICT the right to satisfy itself with the quality of work performed by CONTRACTOR.

2. PUBLIC SAFETY; SAFETY REQUIREMENTS. CONTRACTOR shall be solely and completely responsible for the safety of all persons and property during performance of the Services and work. CONTRACTOR's operations for the Services shall be conducted so as to provide maximum safety to CONTRACTOR's employees, to the general public and to DISTRICT's representatives, and in compliance with all safety laws, rules and regulations of the State of California ("State"), federal, and local agencies. It is CONTRACTOR's responsibility to have a current safety program on file with DISTRICT prior to commencement of any Services under this Agreement. It is CONTRACTOR's responsibility to have a current Safety Manual that meets SB 198 requirement for injury and illness prevention and have that Safety Manual on file with DISTRICT.

3. COMPLIANCE WITH LAW, LICENSE.

(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 DISTRICT.

4. DISTRICT OBSERVATION. CONTRACTOR's performance of Services is subject to observation and inspection by DISTRICT's representatives. The observation, if any, by the DISTRICT's representative of the Services shall not relieve CONTRACTOR of any of obligations under the Agreement as prescribed, or CONTRACTOR's obligations to perform the Services in accordance with all terms and provisions required by municipal permits.

5. AGREEMENT PRICE; TERM.

(a) CONTRACTOR shall perform all Services pursuant to this Agreement at the “unit prices” in the schedule of work items attached as Exhibit 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 shall not exceed **Four Hundred Thousand Dollars (\$400,000)** without written approval from DISTRICT. CONTRACTOR is responsible for and shall pay all sales, consumer, use, and other taxes in connection with materials for the Services.

(b) Work will be billed by CONTRACTOR in accordance with DISTRICT’s invoicing requirements, including sufficient detail on work items under the Agreement pricing. CONTRACTOR's invoice will account for the location of the Services performed in addition to sufficient cost details as required by DISTRICT. DISTRICT will make payment to the CONTRACTOR within Forty-Five (45) calendar days of receipt and approval of an invoice by DISTRICT, provided DISTRICT may withhold amounts as necessary to satisfy properly filed claims for labor or material; estimated actual costs for correcting defective work; amounts claimed by DISTRICT as forfeiture due to offsets, and as otherwise provided for under Section 9. No certificate given or payment made under the Agreement shall be conclusive evidence of performance of the Agreement and no payment shall be an acceptance of any defective work or improper materials.

(c) Acceptance and payment by DISTRICT for the Services will not in any way relieve CONTRACTOR of its responsibility to perform the Services and the Agreement in strict accordance with State, federal, and local law. Neither DISTRICT's acceptance of, nor payment for, any Services will be construed to operate as a waiver of any rights under the Agreement, or of any cause of action arising out of the performance of the Agreement.

(d) The term of this Agreement shall commence upon the Effective Date and shall remain in effect for a period of **three (3) years** thereafter, unless otherwise terminated earlier by either Party pursuant to Section 12.

6. PUBLIC LAW REQUIREMENTS; PREVAILING WAGE.

(a) DISTRICT is a public agency in the State and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein. CONTRACTOR represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “Public Works” and “Maintenance” projects, and will 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>.

## #6.

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 DISTRICT at the sole discretion of the DISTRICT consistent with Section 1771.1(e).

(c) CONTRACTOR is responsible for furnishing those records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, pursuant to the procedures set forth in Section 1771.4 of the Labor Code. CONTRACTOR's DIR Registration No. is 1000013667.

(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 DISTRICT.

9. REMEDIES FOR DEFAULT. Without limiting any other right or remedy of DISTRICT, should DISTRICT not receive proper Services, cooperation, and response to its requests from CONTRACTOR in compliance with this Agreement and the Scope of Work, DISTRICT reserves the right to withhold payments due to CONTRACTOR under this Agreement until said items are completed or corrected by CONTRACTOR or, at DISTRICT's election, completed or corrected by others. The entire cost of any such work performed by others shall be deducted from the payments due to CONTRACTOR hereunder. Without limiting any other right or remedy of DISTRICT, DISTRICT shall have the right to offset against any amount payable to CONTRACTOR under this Agreement, any back charges provided for in the Exhibits in this

Agreement, and any loss or damage caused by CONTRACTOR's lack of performance or breach of this Agreement.

## 10. INSURANCE

(a) In addition to the requirements set forth below, during the entire term of the Agreement, CONTRACTOR will pay for and maintain, in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of CONTRACTOR in connection with or related to the Services provided under the Agreement.

(b) During the entire term of the Agreement, CONTRACTOR will pay for and maintain, in full force and effect, all insurance required by DISTRICT as listed in this Section. CONTRACTOR shall not commence Services under the Agreement until it has obtained all insurance required by the Agreement.

(c) The commercial general liability and business automobile insurance will be comprehensive in form, and be for the term of this Agreement and on a 'per occurrence' basis. All policies will have a clause providing that thirty (30) calendar days written notice will be given to DISTRICT prior to any cancellation of such policies. All insurance will be issued and underwritten by insurance companies having at least an "A-" policyholder's rating and a financial rating not less than Class VII in accordance with the most current Best's Rating Guide - Property/Casualty, or better, or as otherwise approved by DISTRICT. CONTRACTOR may satisfy the limit requirements set forth below in a single policy or multiple policies, provided, however, that any such additional policies written as excess insurance will not provide any less coverage than that provided by CONTRACTOR's first or primary policy. All policies shall name Moulton Niguel Water DISTRICT and each of its directors, officers, employees and agents as additional insureds thereunder ("Additional Insureds"). All of the policies of insurance provided hereunder shall be primary insurance and not additional to or contribute with any other insurance carried or maintained by, or for the benefit of, the Additional Insureds, and the insurer shall waive all rights of subrogation and contribution it may have against the Additional Insureds; these requirements shall be set forth in endorsements to policies. In the event any of said policies of insurance are canceled, CONTRACTOR shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 10 to DISTRICT.

(d) In the event DISTRICT consents, and CONTRACTOR subcontracts any portion of the Services under the Agreement, the Agreement between CONTRACTOR and such subcontractor shall require the subcontractor to maintain the same policies, limits and terms of insurance that CONTRACTOR is required to maintain pursuant to this Section 10, in accordance with all of the requirements of this Section 10.

(e) CONTRACTOR shall take out and maintain at all times during the Agreement the following policies of insurance, which shall comply with the other terms of Section as well as the following:

- (i) Workers Compensation Insurance and Employers Liability Insurance. Worker's compensation insurance as required by State laws, and

## #6.

employer's liability insurance with limits not less than \$1,000,000 each accident and \$1,000,000 for disease per employes, **which will include the subrogation and Additional Insureds terms and endorsements described under subsection (c) above.** This insurance shall be in strict accordance with the requirements of the most current and applicable state Workers' Compensation insurance laws.

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

(f) Nothing in the insurance requirements set forth 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 DISTRICT, or any persons or property, resulting from CONTRACTOR's activities or the activities of any person or persons for which CONTRACTOR is otherwise responsible, including CONTRACTOR's subcontractors, if any.

### 11. INDEMNIFICATION

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

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

## #6.

final payment to CONTRACTOR pursuant to the Agreement. CONTRACTOR, upon request, shall make the records of the work available for the purposes described in this section at all reasonable times during the period CONTRACTOR is required to preserve and maintain such records.

14. SUCCESSORS; ASSIGNMENT. This Agreement is binding on the successors of the Parties. This Agreement may not be assigned by CONTRACTOR except upon written consent of DISTRICT.

15. ATTORNEYS' FEES. In the event of any declaratory or other legal or equitable action instituted between DISTRICT and CONTRACTOR in connection with this Agreement, the prevailing Party shall be entitled to recover from the losing Party all of its attorneys' fees, and costs and expenses.

16. THIRD-PARTY CLAIMS/DISTRICT NOTICE. CONTRACTOR agrees that it will process and administer any and all claims from third parties received in connection with CONTRACTOR's performance of the Services, consistent with the terms of Sections 10 and 11 of this Agreement. In accordance with Public Contract Code Section 9201, DISTRICT shall timely notify CONTRACTOR if DISTRICT receives any third-party claim relating to the Services or the Agreement. DISTRICT shall be entitled to recover from CONTRACTOR DISTRICT's reasonable costs incurred in providing such notification.

17. NOTICE. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person or to an officer or duly authorized representative of the other Party or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the Party for whom intended, as follows:

**DISTRICT:**

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

**CONTRACTOR:**

Vaughan's Industrial Repair Co., Inc.  
P.O. Box 1898  
Paramount, CA 90732  
Attn: Jack Wilber

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. If any notice or other document is sent by mail as aforesaid, the same shall be fully delivered and received 24 hours after mailing as provided above.

18. INTEGRATION; ATTACHMENTS. This Agreement supersedes any and all agreements between the Parties hereto which are prior in time to this Agreement. Neither DISTRICT nor CONTRACTOR shall be bound by any understanding, agreement, promise, representation or stipulation expressed or implied not specified herein. The Exhibits attached hereto are incorporated herein as part of this Agreement.

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

20. AMENDMENTS. No addition to or modification of any provision contained in the Agreement shall be effective unless fully set forth in a writing signed by both DISTRICT and CONTRACTOR.

21. GOVERNING LAW; VENUE. The Agreement shall be construed in accordance with and governed by the laws of the State. In the event of any legal action to enforce or interpret the Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

22. 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.

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

**MOULTON NIGUEL WATER DISTRICT:**

**VAUGHAN'S INDUSTRIAL REPAIR CO., INC.:**

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

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

(Authorized Representative of Contractor)

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

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

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

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

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

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

**#6.**

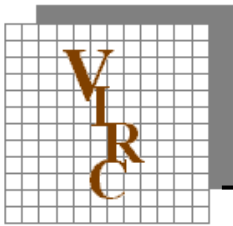
**Exhibit A**  
**Scope of Work**

CONTRACTOR shall provide pump refurbishment services for the repair of its pumps on an as-needed basis.

Services to include fabricating new shaft sleeves, wear rings, pressed bearings, impeller balancing, and modifications. CONTRACTOR shall provide, at its expense, the facility, equipment and labor necessary to complete the Services. Services shall take place during regular business hours only.

Services may include but are not limited to the following, based on specific repair needs for each pump to be determined at the time of service:

- Disassemble and inspection of pump
- Sandblast all applicable parts
- Shaft polish and straight
- Replace thrust and radial bearings, and lip seals
- Manufacture (2) new sleeves packing bronze
- Center sleeve manufacture new bronze
- Impeller wear ring journal machine to install new ring
- Impeller ring manufacture new bronze
- Center bushing skim cut to clean 100% ID.
- Case wear ring skim cut to clean 100% ID
- Balance the impeller 4w/n
- Replace gasket, packing, and lantern ring
- Reassemble rotating element
- Paint and prep for shipment



# Vaughan's Industrial Repair Co., Inc.

Ph. (562) 633-2660

Fax. (562) 633-1504

**Mailing Address:**  
P.O. Box 1898  
Paramount, CA 90732-1898

**Street Address:**  
16224 Garfield Ave.  
Paramount, CA 90723

Moulton Niguel Water District  
26161 Gordon Road  
Laguna Hills, CA 92653

Attn: Larry Ballew

March 12, 2020

The following is our scope of work and estimated cost quotation to rebuild your Cornell 4NNTL-VCS vertical dry pit sewage pump for biding purposes without an actual inspection.

**Scope of work: \***

1. Pickup complete pump from customers site and transport to VIRC repair facility.
2. Disassemble, clean, inspect and advise.
3. Sandblast casings to bright metal, apply fillers to voids and clean register fits.
4. Trim impeller ring minimum clean; Fabricate and install new cast iron casing wear ring.
5. Dynamically balance rotating element and impeller assembly to ISO 1940, quality grade G-2.5.
6. Replace shaft radial, thrust bearings, o-rings and seals.
7. Recondition/replace mechanical seal assembly.
8. Apply 2-part epoxy protective coating to casings and impeller.
9. Assemble pump with new gaskets and apply exterior protective coating to pump.
10. Deliver to jobsite for customer installation.

Your cost to perform the above scope of work is as follows:

Material	3150.00
<u>Labor</u>	<u>2760.00</u>
Total	\$ 5910.00 + applicable taxes

\* If additional repairs are required you will be notified before work is performed.

Unit can be completed in 3-4 weeks A.R.O.

**VIRC will provide 1-year limited warranty on repairs performed.**

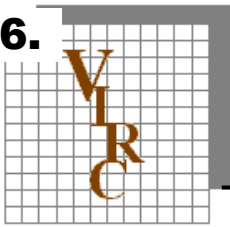
If you have any questions, please do not hesitate to call.

Sincerely,

*Jack Wilber*

Service Representative

#6.



# Vaughan's Industrial Repair Co., Inc.

Ph. (562) 633-2660 Fax. (562) 633-1504

**Mailing Address:**  
P.O. Box 1898  
Paramount, CA 90732-1898

**Street Address:**  
16224 Garfield Ave.  
Paramount, CA 90723

Moulton Niguel Water District  
26161 Gordon Road  
Laguna Hills, CA 92653

Attn: Larry Ballew

March 12, 2020

The following is our scope of work and estimated cost quotation to rebuild your Peerless 4AE11 horizontal split case pump for biding purposes without an actual inspection.

**Scope of work: \***

1. Pickup complete pump from customers site and transport to VIRC repair facility.
2. Disassemble, clean, inspect and advise.
3. Sandblast casing to bright metal, apply fillers to voids and clean split line.
4. Polish/inspect existing shaft and sleeve fits and advise.
5. Machine impeller wear rings minimum clean.
6. Fabricate new case rings from 660 bronze material.
7. Dynamically balance impeller and shaft assembly to ISO 1949 quality grade G2.5.
8. Apply 2-part epoxy coating to interior and exterior of pump case.
9. Assemble pump complete with new bearings, lip seals and gaskets,
10. Provide new case gasket and non-abrasive TFE shaft packing.
11. Deliver pump to site for installation by customer.

Your cost to perform the above scope of work is as follows:

Material	1350.00
Labor	3428.00
Total	\$ 4778.00 + applicable taxes

\* If additional repairs are required, you will be notified before work is performed.

Unit can be completed in 3-4 weeks A.R.O.

**VIRC will provide 1-year limited warranty on repairs performed.**

If you have any questions, please do not hesitate to call.

Sincerely,

*Jack Wilber*

Service Representative