



moulton niguel water district

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

26880 Aliso Viejo Pkwy, Suite 150, Aliso Viejo

September 28, 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: 942-941-7034#

PASSCODE: 26161#

1. CALL MEETING TO ORDER

2. APPROVE THE MINUTES OF THE AUGUST 31, 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 Construction Support Services Agreement and Amendment

5. Construction Contract Time Extension for Electrical System Improvements

INFORMATION ITEMS

6. Pipeline Replacements at I-5 and Oso Creek Project Update

7. South County Pipeline Takeout Facility Project Update

ADJOURNMENT

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

Agenda exhibits and other writings that are disclosable public records distributed to all, or a majority of, the members of the Moulton Niguel Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection at the District Office, 26880 Aliso Viejo Parkway, Suite 150, Aliso Viejo, CA ("District Office"). If such writings are distributed to members of the Board less than seventy-two (72) hours prior to the meeting, they will be available in the reception area of the District Office at the same time as they are distributed except that, if such writings are distributed immediately prior to, or during the meeting, they will be available in the Board meeting room and on the District website at www.mnwd.com.



moulton niguel water district

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

August 31, 2020

A Regular Meeting of the Technical Committee of the Moulton Niguel Water District was held in accordance with the Governor’s Executive Order N-29-20 in an effort to prevent the spread of COVID-19 (Coronavirus). As a result, there was no public location for the public to attend in person. The meeting was called to order at 7:45 AM on August 3, 2020. There were present and participating at 26880 Aliso Viejo Pkwy, Suite 150, Aliso Viejo, CA:

DIRECTORS

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

Also present and participating were:

STAFF MEMBERS IN-PERSON

Matt Collings	Assistant General Manager
Paige Gulck	Board Secretary

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

Joone Lopez	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
Jeff Ferre	Best, Best, & Krieger (General Counsel)
Tim Bonita	Recording Secretary
Todd Dmytryshyn	MNWD
Dave Larsen	MNWD
Medha Patel	MNWD
Alex Thomas	MNWD

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1. CALL MEETING TO ORDER

The meeting was called to order by Chairman Cave at 7:45 a.m. Chairman Cave stated that the meeting was being conducted by teleconference pursuant to the Brown Act waivers provided for under the Governor's Executive Orders in response to the COVID-19 State of Emergency. As stated on the agenda, there was no public location for attending the meeting in person. The agenda also stated that the public could listen and provide comment telephonically by calling the number listed on the agenda.

2. APPROVE THE MINUTES OF THE AUGUST 3, 2020 TECHNICAL COMMITTEE MEETING

MOTION DULY MADE BY DONALD FROELICH AND SECONDED BY BILL MOORHEAD, MINUTES OF THE AUGUST 3, 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.
None.*

DISCUSSION ITEMS

4. Construction Contract Award for Regional Treatment Plant Southerly Influent Sewer Improvements

Matt Collings presented the item. Discussion ensued regarding the project. The committee recommended sending this item to the Board for approval.

5. Professional Services Agreement for Crown Valley Pipeline Replacements

Matt Collings presented the item. Discussion ensued regarding the project. The committee recommended sending this item to the Board for approval.

6. Construction Contract Award for Moulton Peak Radio Tower Replacement

Matt Collings presented the item. The committee recommended sending this item to the

Board for approval.

7. Wastewater Inflow and Infiltration Flow Monitoring Services

Matt Collings presented the item. Discussion ensued regarding the services. The committee recommended sending this item to the Board for approval.

8. Cooperative Services Agreement for Salt and Nutrient Management Plan

Matt Collings presented the item. Discussion ensued regarding the agreement. The committee recommended sending this item to the Board for approval.

ADJOURNMENT

The meeting was adjourned at 8:35 a.m.

Respectfully submitted,

Tim Bonita
Recording Secretary

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On-Call Construction Support Services Agreement and Amendment

September 28, 2020

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include mechanical piping, plumbing, structural, electrical, and instrumentation repair and construction work.

In August 2019, the District issued a Request for Qualifications for On-Call Construction Support Services to five qualified contractors. On August 27, 2019, the District received four Statement of Qualifications (SOQs). The firms that submitted SOQs were:

- Jamison Engineering, Inc.
- Kingmen Construction, Inc.
- Pacific Hydrotech Corporation
- SS Mechanical Construction Corp.

Following that solicitation, the Board of Directors approved agreements with Jamison Engineering, Inc., and Kingmen Construction, Inc for an amount not-to-exceed \$750,000 per agreement. Since that time, both contractors have provided repair and construction services at Plant 3A and on facilities throughout the District. A summary of the work orders issued under the current contracts has been included as an attachment.

DISCUSSION:

The use of the two contractors has varied during the duration of the agreements as a result of their unique expertise and skill sets. Additionally, both contractors have shown some limitations on their availability based on current workloads with the District and regional construction activity. As such, staff has determined that obtaining the services of another on-call construction support contractor would be in the best interest of the District. The remaining SOQs from the 2019 solicitation were re-evaluated based on related project experience, project team expertise, responsiveness, past performance, financial information, fees, and other unique qualifications. The firm that offered the overall best value to the District was Pacific Hydrotech Corporation, which has provided quality services for the District in the past, has competitive rates, and is familiar with Plant 3A and the types of facilities within the District's service area.

Additionally, due to the completion of several large work orders, including concrete replacements at Plant 3A and electrical room enclosures at the North Aliso and Regional Lift Stations, an amendment to the current on-call construction services agreement with Kingmen Construction, Inc. is also recommended.

Staff is recommending that the Board of Directors authorize the General Manager or Assistant General Manager to execute a two-year Construction Support Services Agreement with Pacific Hydrotech Corporation for a not-to-exceed agreement amount of \$500,000 to coincide with the terms of the previously awarded agreements. Additionally, staff is recommending an amendment to the Construction Support Services Agreement with Kingmen Construction, Inc. in the amount of \$250,000 for a total not-to-exceed value of \$1,000,000. All services will be managed on a work order basis.

On-Call Construction Support Services Agreement and Amendment

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Attachments:

1. On-call Construction Support Services Agreement with Pacific Hydrotech Corporation
2. Amendment No. 1 to the On-call Construction Support Services Agreement with Kingmen Construction, Inc.
3. On-Call Construction Support Services Work Order Summary

**ON-CALL CONSTRUCTION SUPPORT SERVICES AGREEMENT
BETWEEN
MOULTON NIGUEL WATER DISTRICT AND
PACIFIC HYDROTECH CORPORATION
CONTRACT NO. OM19-20.024c**

This Agreement (the "Agreement") is made and entered into on _____ ("Effective Date") by and between the Moulton Niguel Water District ("District") and Pacific Hydrotech Corporation ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. District requires individual construction projects to be performed in certain areas throughout the District on an as-needed on-call basis. This Agreement, as well as each Work Order issued pursuant to Section 1, establishes the terms and procedures that will apply to this Work.

B. The objective of this Agreement is for District to authorize Contractor to provide construction support Work on an on-call basis related to service, repair and construction of DISTRICT facilities.

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

1. SCOPE OF SERVICES; PRICE; PERFORMANCE STANDARDS

1.1 Contractor shall perform construction support services (the "Work") in accordance with the general standards set forth in attached Exhibit A ("Scope of Work") and the other terms of this Agreement from time to time as directed by District.

1.2 As the need for Work arises, as determined by District, District's representative shall issue Contractor a written work order ("Work Order") as set forth in Exhibit B. In response to District's request, Contractor shall deliver a written cost quote indicating: (a) Contractor's availability to perform the Work; (b) the not-to-exceed price to perform the Work requested in accordance with the Rate Schedule shown in Exhibit C hereto and incorporated herein by this reference; and (c) the estimated time for performance of the Work. A Notice to Proceed ("NTP") will be issued by District to Contractor following the acceptance of the Work.

1.3. In some cases, circumstances may not allow time to perform the Work Order process described above. In such cases, a District representative will contact Contractor and request that Contractor perform construction Work on a time and materials basis in accordance with the Rate Schedule and the terms and conditions of this Agreement.

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

1.5. Contractor acknowledges and agrees that District does not guarantee any minimum or maximum amount of Work, and District may use other contractors for the Work, in

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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 generally accepted industry standards, and to the satisfaction of District.

1.6. The Work shall be done in accordance with the Scope of Work, the Work Order issued for each individual repair 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 repair work in public right of way and payment of the fees or costs thereof.

1.7 Contractor shall provide a list of any subcontractors to District prior to commencement of Work. Any subcontractor must meet the approval of District. Costs for subcontracted work shall be paid as invoiced by subcontractor plus five percent (5%) markup for administrative costs.

1.8 The Work shall be completed in accordance with all local, state and federal rules, regulations and codes applicable to health and safety. Contractor shall be solely and completely responsible for conditions of 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, District's representatives, and in compliance with all safety laws, rules and regulations of the 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 work under this Agreement.

1.9 Contractor shall conduct its operations so 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 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.

2. COMPENSATION

2.1 District agrees to compensate Contractor for Work performed in accordance with Exhibit C ("Rate Schedule"). Total compensation under the Agreement shall not exceed **Five Hundred Thousand Dollars (\$500,000)** without prior written approval by District.

2.2 CONTRACTOR is required to prepare and submit a daily work log to DISTRICT's representative on-site, unless otherwise waived in writing by the DISTRICT Representative. The daily work log shall be submitted each day and be signed off by both Parties. The daily

work log will be used to verify CONTRACTOR's invoices for a work order based on time and materials payment. At a minimum, the work log should list each employee, classification, and hours worked each day; the type of equipment used on-site each day, hours of operation; and a brief summary of Work performed.

2.3 Contractor shall submit itemized invoices with supporting documentation including but not limited to, daily logs described above, period of work, paid receipts and invoices to validate the charges for each invoice. District shall pay invoices within thirty (30) days of receipt. Payments shall be subject to review for compliance by District with the requirements of this Agreement.

3. TERM OF AGREEMENT AND TERMINATION

3.1 This Agreement shall commence on the Effective Date and continue through **September 30, 2022**, unless earlier terminated as provided herein.

3.2 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. 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. Any termination by Contractor shall not be effective as to any Work previously performed hereunder, or any Work being undertaken at the time of such termination by Contractor, and shall only apply prospectively. Contractor remains responsible for the completion of any Work still outstanding under a work order in accordance with the terms of this Agreement and work order. Contractor's indemnity and warranty obligations as to any work order, as well as any outstanding obligations of Contractor at the time of any termination, shall survive the expiration or termination of this Agreement. On District's termination, Contractor will be entitled to the reasonable value of the Work performed for which it has not received prior compensation under a work order, subject to any offset from such payment representing District's damages from any material breach of the terms of this Agreement by Contractor or as otherwise provided for under Section 2. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

4. PUBLIC WORKS AND PREVAILING WAGE

4.1 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 is 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.C> 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 District, 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.

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4.2 Contractor's attention is directed to the provisions in section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

4.3 Pursuant to Labor Code section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to District, forfeit One Hundred Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

4.4 This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). 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 DIR 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 District. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.

4.5 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. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

4.6 Contractor shall post, at appropriate conspicuous points on the work site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

4.7 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. Contractor's DIR Registration No. is 1000002987.

5. BONDS

5.1 Before commencing performance of the Work contracted for hereunder, Contractor shall furnish Payment and Performance bonds (the "Bonds") as required by Section 9550 of the Civil Code, for 100% of the contract value, from a single surety licensed and admitted in the State of California and acceptable to the District in the District's sole discretion. Contractor shall deliver all Bonds required hereunder to the District prior to the commencement of Work.

5.2 Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. If Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

5.3 Contractor shall use District's forms, which are attached hereto as Exhibit D ("Payment Bond"), and Exhibit E ("Performance Bond") for the Bonds.

6. INSURANCE

6.1 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 District. Contractor shall not commence Work under the Agreement until it has obtained all insurance required by the Agreement and shall be provided by Contractor with the Contractor's executed copy of this Agreement.

6.2 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 District prior to any cancellation of such policies. All insurance will be issued and underwritten by insurance companies having an AM Best rating of no less than "A- VII". *All policies shall name Moulton Niguel Water District, 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

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canceled, Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 10 to District.

6.3 Commercial general liability in a combined limit of not less than \$1,000,000 per occurrence, \$2,000,000 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 12 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 23 37 forms if later revisions are used.

6.4 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.**

6.5 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 employs, **which must include a waiver of subrogation.**

6.6 Contractor shall furnish District with certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.7 All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.

6.8 Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

6.9 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 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.

7. INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall hold harmless, indemnify, and defend, including the duty and cost to defend as provided by Section 2778 of the California Civil Code, District and its directors, officers, employees, engineers and representatives as well as all public agencies issuing permits in connection with the Work, and all property owners of the Work site ("indemnitees"), from liability, claims, damages, demands, actions, attorney's fees, costs and expenses arising out of the performance of the Work under this Agreement, or actual or alleged non-performance, or the furnishing of materials by Contractor or its subcontractors, including but not limited to, claims by the Contractor or Contractor's employees for damages to person or property, except for the sole negligence or willful misconduct or active negligence of the District, its directors, officers, engineers, employees and representatives.

7.2 In furtherance of Contractor's obligations in this Section 5, Contractor shall defend itself and the indemnitees against any and all liabilities, claims, losses, damages, actions, attorney's fees, costs and expenses arising out of the performance of the Work, or actual or alleged non-performance, or the furnishing of materials by Contractor or its subcontractors, including but not limited to claims by the Contractor or Contractor'S employees for damages to person or property.

7.3 This indemnity obligation shall survive the termination or expiration of the Agreement and the completion of any Work pursuant to any work order, or otherwise.

8. WARRANTY

8.1 Contractor fully warrants and guarantees, for a period of three hundred sixty-five (365) days from the date of "final acceptance" (as defined in section 2.4) of any work by District ("Warranty Period"), that: (1) all goods, materials, and equipment supplied are new, are of first class material and workmanship and are free from defects; and (2) that all work will be of good quality, performed to the standard of care customary in Contractor's trade or profession. Under this guarantee, Contractor shall repair and replace any and all work, together with any other work which may be displaced in so doing, that does not meet the terms above under (1) and (2) within the Warranty Period, without expense whatsoever to District and with ordinary wear and tear and unusual abuse or neglect excepted. Neither District inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If in District's opinion, any article, material or work fails to conform to specifications or is otherwise defective, Contractor shall promptly replace same at Contractor's expense. No acceptance or payment by District shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any manufacturers, suppliers or other express warranties, or warranties implied by law.

8.2 Contractor will post a warranty bond pursuant to the terms of Section 4 for the Warranty Period. In the event of Contractor's failure to comply with the above-mentioned conditions within seven (7) days after being notified in writing, District may proceed to have the work repaired or replaced and made good at the expense of Contractor who agrees to pay the cost of and charges therefore immediately on demand, or District may tender demand to the surety under the warranty bond. If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required by this Section 6. If Contractor cannot be contacted or does not comply with District request for correction within a reasonable time as determined by District, or the warranty bond surety does not respond, District may, notwithstanding the provisions of this Section 6, proceed to make

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such correction or provide such attention, and the costs of such corrections or attention shall be charged against Contractor. Such action by District will not relieve Contractor of the guarantees provided in this Section 6 or elsewhere in the Agreement.

8.3 This section does not in any way limit the warranty on any items for which a longer warranty is specified or on any items for which Contractor or a manufacturer or supplier gives a warranty for a longer period. Contractor agrees to furnish District, and assign over to District as required, all appropriate warranty certificates upon completion of the work. No warranty whether provided for in this Section 6 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.

9. RECORDS

8.1 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.

9.2 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 this Agreement. Contractor, upon request, shall make the records of the Work available for the purposes described in this Section 7 at all reasonable times during the period Contractor is required to preserve and maintain such records.

10. CLAIMS

10.1 The claim terms set forth in this Agreement shall apply to those claims governed by Public Contract Code Section 20104 *et seq.* arising out of this Agreement.

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

10.3 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.

11. GENERAL TERMS

11.1 This Agreement, including all documents and exhibits and appendices attached hereto, or incorporated herein by reference, and the executed work orders represent the entire agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral, including any previous agreements or contracts between the Parties to the extent the same are inconsistent with the terms hereof.

11.2 This Agreement shall not be considered modified, altered, changed, or amended in any respect unless documented in writing and signed by both Parties.

11.3 This Agreement shall be interpreted according to the laws of the State. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

11.4 All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

DISTRICT:

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

CONTRACTOR:

Pacific Hydrotech Corporation
314 E. 3rd Street
Perris, CA 92570
Attn: Kirk Harns

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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

11.6 Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

11.7 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.

11.8 The failure of either Party to request performance in accordance with the terms of this Agreement shall not be deemed a waiver of the right to enforce the terms of this Agreement.

11.9 Contractor is an independent Contractor under this Agreement and not an employee of District. The personnel of Contractor are comprised of persons experienced in the work associated with the Services in all aspects.

#4.

11.10 All documents or other information developed or received by Contractor and related to the Work shall be delivered to District as the property of District.

11.12 Each Party represents and warrants this Agreement is valid and binding, is duly authorized by appropriate corporate or approving action, and that the person initialing this Agreement has the authority to bind such Party to this Agreement

11.13 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.

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.

MOULTON NIGUEL WATER DISTRICT:

PACIFIC HYDROTECH CORPORATION:

By: _____

By: _____
(Authorized Representative of Contractor)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Exhibit A Scope of Work

On-Call Construction Support Services

The Contractor shall be prepared and required to provide ethical, professional and quality work in the best interests of the public and District (personnel and property) in conformance with current regulatory standards. The Contractor will be expected to perform work as described below. All work shall be performed in accordance with District design guidelines, standard specifications, engineering (project) drawings and specifications.

- A. **Mechanical Systems:** Installation, demolition, replacement, testing, and repair work associated with mechanical systems, including, but is not limited to, pumping systems, air handling systems, fans, HVAC units, clarifier components, digester components, blowers, engines, valves, boilers, and other mechanical systems.
- B. **Piping Systems:** Installation, demolition, replacement, testing, and repair of underground and above-ground piping systems. This work generally includes, but is not limited to, installing piping, trenching and backfilling of buried pipe systems, valves, coating, lining, bypass piping, bypass pumping, sewage drainage, paving, related appurtenances and other items of work needed to construct, repair, or replace a fully functioning piping system. Typical District piping systems include, but are not limited to, sewer piping (lateral, trunk, force-main, etc.), water piping, storm-water piping, gas piping, air conveyance piping, and chemical piping.
- C. **Electrical Systems:** Installation, demolition, replacement, testing, and repair work associated with electrical systems. This work generally includes, but is not limited to, work associated with instrumentation systems, circuit systems, motors, fiber-optics, analyzer systems, control systems, programming, and other electrical-type systems. Work includes replacing, repairing or modifying associated electrical equipment and appurtenant equipment required to install functioning systems.
- D. **Instrumentation Systems:** Installation, demolition, replacement, and repair of MNWD Instrumentation systems. This work generally includes, but is not limited to, transducers, gauges, monitors, meters, probes, programming, and associated systems. Work includes replacing, repairing, testing, calibrating or modifying associated instrumentation equipment and appurtenant equipment required to install functioning systems.
- E. **Structural Repairs and Replacements:** Installation, demolition, replacement, and repair of District's structural systems. This work generally includes replacing, repairing, removing, and installing, among other work items, concrete, wood, steel systems, beam systems, roofing systems, supports and associated systems. This work consists of, but is not limited to, vertical and horizontal concrete flatwork, structural steel, timber and wood structures, brickwork, masonry, platforms, scaffolding, decks, and associated systems. Work also consists of structural analysis of said systems, general reinforcement, seismic reinforcement and other items not listed.

#4.

- F. **Site Work Repairs and Replacements:** Installation, demolition, replacement, and repair of site-systems. This work generally includes replacing, repairing, removing, and installing, among other work items, site soil, pavement, and associated systems. This work generally includes, but is not limited to, asphaltic concrete, walkways, railings, base course, sub-base, pavement patching, concrete curb and gutter, irrigation systems, sidewalk, driveway, garden walls, sprinkler systems, retaining walls, drainage systems, parking areas, street lighting and other typical yard or site items and systems.

Exhibit B

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 CONSTRUCTION SUPPORT SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND KINGMEN CONSTRUCTION, INC.** (Contract No. OM19-20.024b) dated _____, 2019 (“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: _____

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: _____

Director, Officer, AGM, or GM

#4.

Exhibit C
Fees

2020-2021 PHC T & M (STANDARD RATES)

(First year annual increase)

LABOR	Hourly Rate
Project Manager	\$157.00
Asst PM	\$112.00
Superintendent	\$119.00
Foreman	\$117.00
Operator	\$117.00
Carpenter	\$102.00
Finisher	\$97.00
Iron Worker	\$110.00
Labor	\$95.00

Bare Equipment	Daily Rate
980 Loader	\$1,782
416 Backhoe	\$553
420 Backhoe	\$650
3-5 Ton Roller	\$546
Pickup Truck	\$175
Flatbed Truck	\$580
Generator	\$175

Minimum 8 hour Charge

2021-2022 PHC T & M (STANDARD RATES)

(Second year annual increase)

LABOR	Hourly Rate
Project Manager	\$162.00
Asst PM	\$117.00
Superintendent	\$124.00
Foreman	\$122.00
Operator	\$122.00
Carpenter	\$107.00
Finisher	\$102.00
Iron Worker	\$115.00
Labor	\$100.00

Bare Equipment	Daily Rate
980 Loader	\$1,822
416 Backhoe	\$593
420 Backhoe	\$690
3-5 Ton Roller	\$586
Pickup Truck	\$215
Flatbed Truck	\$620
Generator	\$215

Minimum 8 hour Charge

Exhibit D
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as "District") has awarded to Pacific Hydrotech Corporation, (hereinafter referred to as the "Contractor") an agreement for On-Call Construction Support Services (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 Five Hundred Thousand Dollars (\$500,000) 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 E
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as “District”) has awarded to Pacific Hydrotech Corporation, (hereinafter referred to as the “Contractor”) an agreement for On-Call Construction Support Services (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, Pacific Hydrotech Corporation, 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 Five Hundred Thousand Dollars (\$500,000), 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) _____

**AMENDMENT NO. 1 TO THE SERVICES AGREEMENT
BETWEEN MOULTON NIGUEL WATER DISTRICT AND
KINGMEN CONSTRUCTION, INC. FOR
ON-CALL CONSTRUCTION SUPPORT SERVICES
CONTRACT NO. OM19-20.024b**

This Amendment No. 1 (this "Amendment") is entered into and effective as of _____, amending the On-Call Construction Support Agreement dated September 30, 2019 (the "Agreement"), by and between Moulton Niguel Water District ("MNWD"), and Kingmen Construction, Inc. ("Contractor") (collectively, the "Parties"). Any capitalized terms used but not defined herein shall have the meaning assigned to them in the Agreement.

RECITALS

A. WHEREAS, on September 30, 2019, the Parties entered into the Agreement for on-call construction support services through September 29, 2022 for a total not-to-exceed amount of \$750,000; and

B. WHEREAS, the Parties desire to increase the amount Contractor may be paid by an additional \$250,000, with the same scope and fees as in the Agreement.

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

1. All payments and services associated with this Amendment shall not exceed \$250,000.

2. The Parties agree that the total Agreement amount, including this Amendment, shall not exceed One Million Dollars (\$1,000,000).

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

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

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

MOULTON NIGUEL WATER DISTRICT:

KINGMEN CONSTRUCTION INC.:

By: _____

By: _____
(Authorized Representative of Contractor)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** September 28, 2020

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

SUBJECT: Construction Contract Time Extension for Electrical System Improvements

SUMMARY:

Issue: Board action is required for a construction contract time extension for the Electrical System Improvements – Potable Water, Project No. 2017.001.

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

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

Reviewed by Legal: Yes

BACKGROUND:

Pacific Island Drive (PID) Pump Station No. 3 is located at 31250 Pacific Island Drive in Laguna Niguel and pumps potable water into the District’s 1050 pressure zone. The La Paz Pump Station is located at 26852 Preciados in Mission Viejo and pumps potable water into the District’s 850 pressure zone. The Highlands Pump Station is located at 29348 Niguel Road in Laguna Niguel and pumps potable water into both the District’s 790 and 920 pressure zones.

This project consists of the following items: coordinating with the appropriate electrical utility company at each site; replacing the main switchboard, automatic transfer switch, motor control centers, variable frequency drives, and related electrical equipment at PID No. 3; replacing the main switchboard, automatic transfer switch, and load bank at La Paz Pump Station; and replacing the load bank at Highlands Pump Station. In

#5.

Construction Contract Time Extension for Electrical System Improvements

September 28, 2020

Page 2 of 2

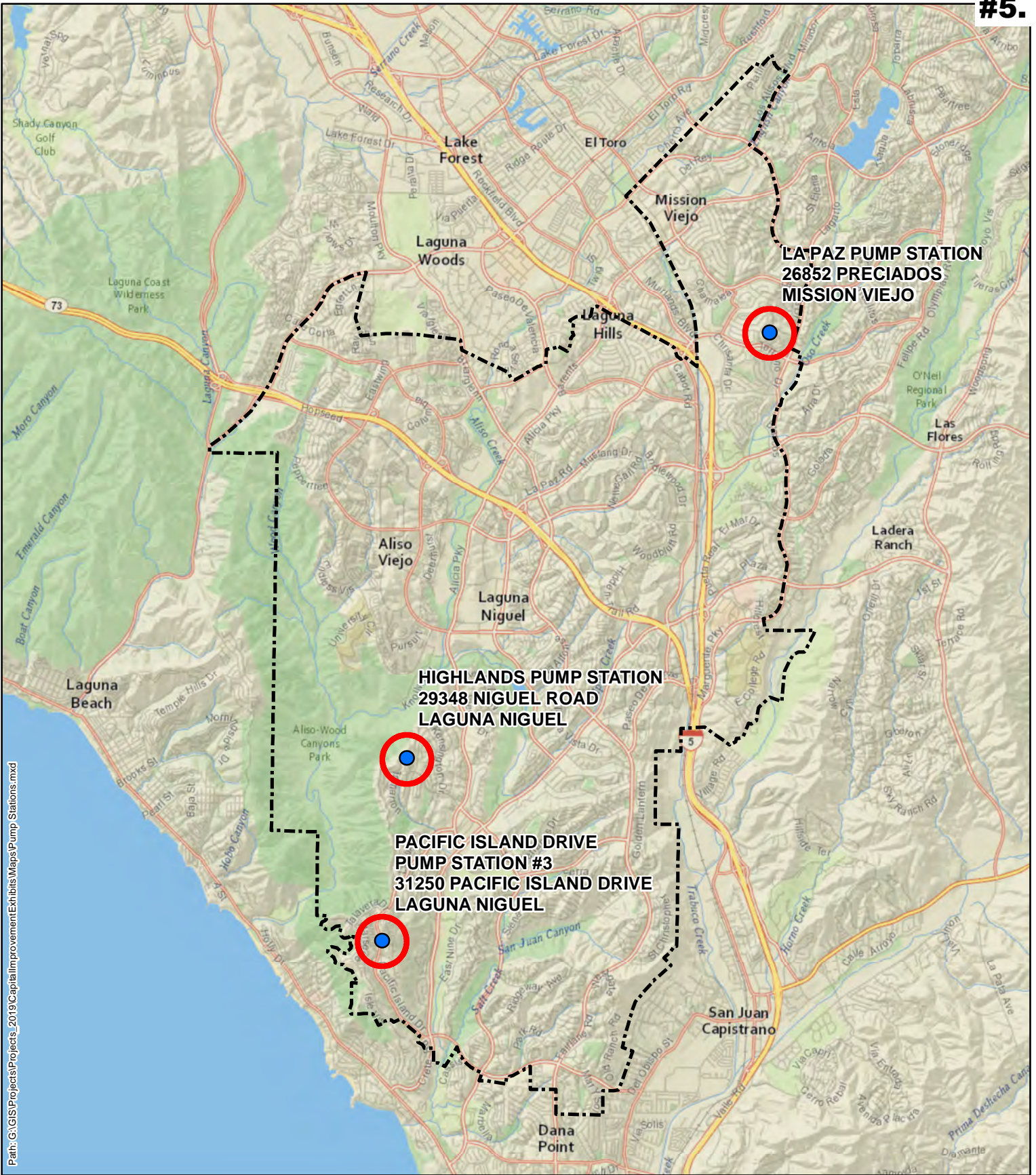
February 2019, the Board approved the award of the construction contract to Southern Contracting Company for the electrical rehabilitation of the three pump stations. The original contract completion date was September 30, 2019. Staff did approve a no-cost change order to establish a new contract completion date of December 9, 2019 due to utility delays. The District's current Purchasing Policy requires Board approval to extend the expiration date of a contract by more than 12 months.

DISCUSSION:



Board approval is necessary to issue a no-cost time extension to the construction contract. Some of the factors that have necessitated further extension of the contract completion date include: extensive coordination with and COVID related delays incurred from the utility companies; discrepancies between the supplied electrical equipment and the electrical utility's requirements; and subsequent revisions to equipment necessary to accommodate existing site conditions and electric utility requirements.

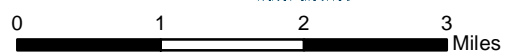
Staff has reviewed each of these issues with the design engineer and Southern Contracting Company and is recommending approval of a no-cost construction contract time extension through December 31, 2020 to complete the project.

Attachment: Exhibit A – Location Map



Path: G:\GIS\Projects\Projects_2019\CapitalImprovement\Exhibits\Maps\Pump_Station.mxd

-  Pump Station
-  District Boundary



Scale = 1:85,000

Exhibit "A" Location Map
Electrical System Improvements
Potable Water
Contract No. 2017.001



Pipeline Replacements at I-5 and Oso Creek Project Update

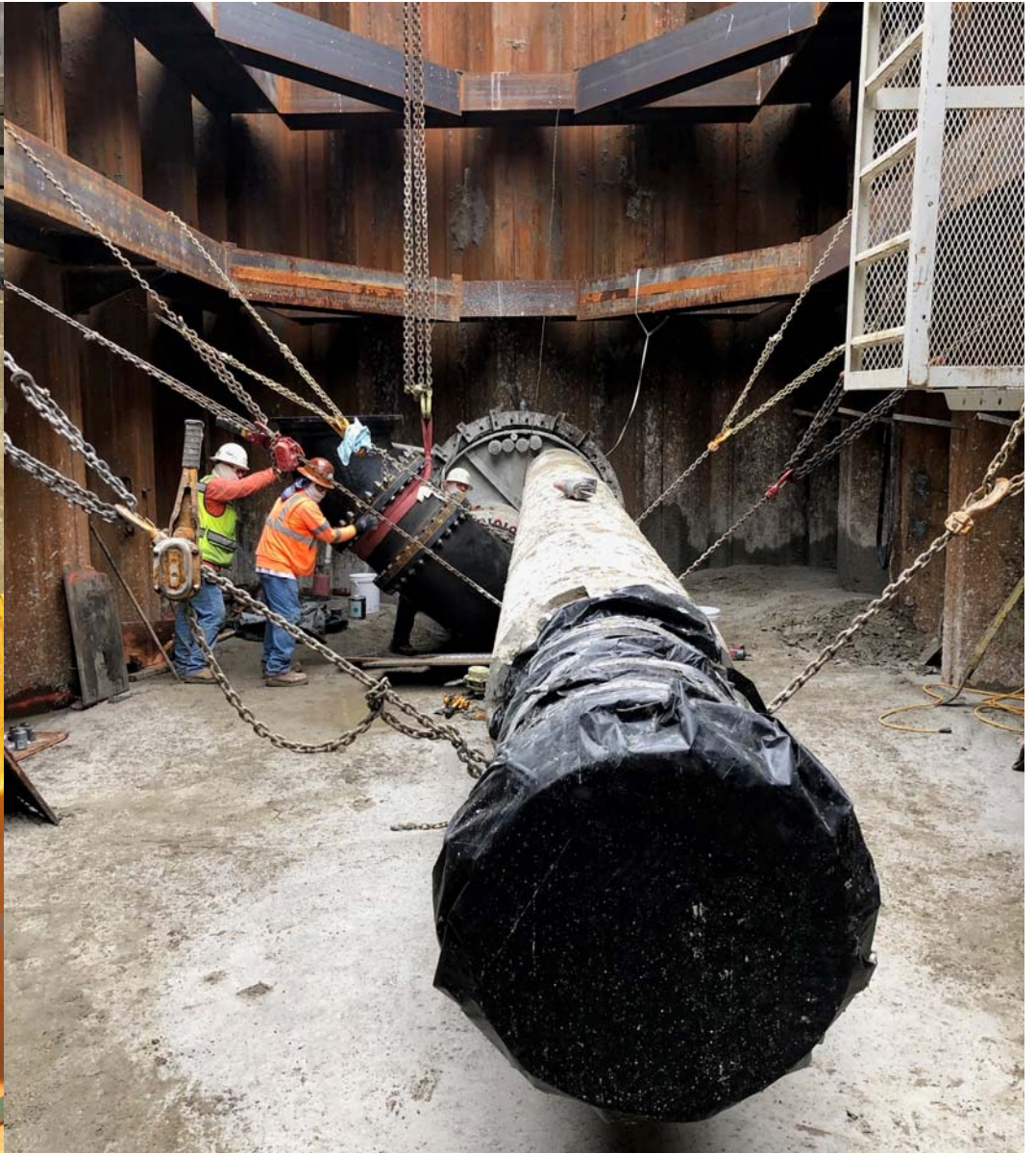
Technical Committee Meeting
September 28, 2020





Tunnel Breakthrough February 27, 2020





-40-



2020. 8. 4 11:17

I-5 Launch Shaft



2020. 8. 20 17:16

Receiving Shaft



2020. 8. 20 17:16

Oso Creek Launch Shaft



Temporary Access Road

-41-



moulton niguel water district

Completed August 31, 2020

