



moulton niguel water district

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

26880 Aliso Viejo Pkwy, Suite 150, Aliso Viejo

November 2, 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 SEPTEMBER 28, 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. Plug and Check Valve Purchase Authorization
5. Materials Testing and Inspection Services Amendment
6. Construction Contract Amendment for the Camino Capistrano Operations Yard Improvements

INFORMATION ITEMS

7. Reservoir Management Systems Replacement Program Update

8. Super-Oxygenation Update for Upper & Lower Salada Lift Stations

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

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

September 28, 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 7:30 AM on September 28, 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
Matt Brown	MNWD
Todd Dmytryshyn	MNWD
Dave Larsen	MNWD
Medha Patel	MNWD

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1. CALL MEETING TO ORDER

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

2. APPROVE THE MINUTES OF THE AUGUST 31, 2020 TECHNICAL COMMITTEE MEETING

MOTION DULY MADE BY BILL MOORHEAD AND SECONDED BY DONALD FROELICH, MINUTES OF THE AUGUST 31, 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. On-call Construction Support Services Agreement and Amendment

David Larsen presented the On-call Construction Support Services Agreement. Discussion ensued and the committee recommended sending this item to the Board for approval.

5. Construction Contract Time Extension for Electrical System Improvements

David Larsen presented the Construction Contract Time Extension for Electrical System Improvements. Discussion ensued and the committee recommended sending this item to the Board for approval.

INFORMATION ITEMS

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

Todd Dmytryshyn presented the Pipeline Replacements at I-5 and Oso Creek Project update.

7. South County Pipeline Takeout Facility Project Update

Todd Dmytryshyn presented the South County Pipeline Takeout Facility Project Update.

ADJOURNMENT

The meeting was adjourned at 8:08 a.m.

Respectfully submitted,

Tim Bonita
Recording Secretary

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moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** November 2, 2020

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

SUBJECT: Plug and Check Valve Purchase Authorization

SUMMARY:

Issue: Board action is required to authorize the purchase of plug and check valves.

Recommendation: It is recommended that the Board of Directors authorize the purchase of plug and check valves from CS Amsco in an amount not to exceed \$450,000 over a three-year period.

Fiscal Impact: The fiscal impact will depend on the number of plug and check valve replacements required. Sufficient funds are available in current capital budget and will be included in subsequent years.

Reviewed by Legal: Not applicable

BACKGROUND:

The District currently operates and maintains 17 active wastewater lift stations throughout its service area, as well as the Plant 3A wastewater treatment facility. Within these facilities are approximately 250 plug valves and 80 check valves of various sizes. Although rehabilitation of each facility, including the replacement of valves within each facility, has been planned as part of the District's Capital Improvement Program, occasional valve replacements are necessary to continue to ensure that reliable service is provided.

As part of the District's programmatic approach to facility rehabilitation, it is desired to standardize on certain equipment throughout the District to increase interchangeability and to reduce staff training requirements and the necessary inventory of spare parts.

In May 2020, the District initiated a Valve Evaluation Study with Black & Veatch utilizing the On-Call Engineering Services Agreement. This study included an

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Plug and Check Valve Purchase Authorization

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engineering technical review and preliminary cost comparison of various plug and check valves for wastewater service to assist the District with standardizing on these valve types throughout the District.

Through this evaluation, working closely with District staff, Black & Veatch concluded that DeZURIK plug valves and APCO check valves provided the best overall value to the District primarily based on the following superior technical considerations:

DeZURIK PEC Eccentric Plug Valve

- Vertically adjustable plug, which allows for plug axial movement. This feature helps avoid binding problems and allows for a reliable shut off in the closed position.
- Ability to view the packing seal and chevron (V shape) adjustable gland. Packing can be inspected, adjusted, or replaced under pressure. The leakage of the packing seal can be inspected and does not cause damage to the actuator device. The gland can be field adjusted and tightened multiple times to prevent leakages.

APCO CVS 6000/6000A

- Double clevis design. This feature promotes even wearing of seating surfaces compared to the single pivot design. The clevis hinge assures self-leveling and even load distribution upon closing, which minimizes seat wear.
- APCO provides a larger, heavy-duty shaft which is designed to handle higher flow rates, pressures, and withstand shock for improved durability.

DISCUSSION:

Based on Black & Veatch's evaluation, staff issued a Request for Quotation to CS Amsco, the exclusive local distributor for DeZURIK plug valves and APCO check valves, to obtain unit pricing of various sizes of plug and check valves for wastewater service over a three year term. A quotation was received on October 23, 2020.

Staff has reviewed the proposed pricing for various sizes of plug and check valves from CS Amsco and has determined that it is consistent with initial pricing included in Black & Veatch's valve evaluation, which was a factor considered during the evaluation.

Staff is recommending that the Board of Directors authorize the purchase of plug and check valves from CS Amsco in an amount not to exceed \$450,000 over a three-year period.

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Materials Testing and Inspection Services Amendment

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DISCUSSION:

The materials testing and inspection services provided by Koury Engineering, Inc. have contributed to ensuring the construction work is completed in accordance with the design documents and produced the necessary documentation to satisfy the requirements of the building permits. However, it is anticipated that additional testing and inspection services will be required in support of the remaining upgrades at Plant 2A. Staff is requesting an amendment to the Materials Testing and Inspection Agreement with Koury Engineering, Inc. in the amount of \$60,000 for a total not-to-exceed total authorization of \$225,000.

All services will continue to be performed on a time and materials not to exceed basis.

Attachments:

1. Professional Services Agreement
2. Amendment No. 1 to the Professional Services Agreement
3. Amendment No. 2 to the Professional Services Agreement (proposed)

**PROFESSIONAL SERVICES AGREEMENT
 BETWEEN
 MOULTON NIGUEL WATER DISTRICT AND
 KOURY ENGINEERING & TESTING, INC.
 MNWD PROJECT: ON-CALL MATERIALS TESTING AND INSPECTION SERVICES
 CONTRACT NO. 2014.015i**

This Agreement (the "Agreement") is made and entered into this 6th day of August, 2019 ("Effective Date") by and between the Moulton Niguel WATER DISTRICT ("MNWD") and Koury Engineering & Testing, Inc., a corporation with its principal place of business at 14280 Euclid Ave., Chino, CA 91710 ("Consultant"). MNWD and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

SECTION I – PURPOSE

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

SECTION II – TERM

The term of this Agreement shall be from the Effective Date through March 30, 2021, unless earlier terminated as provided herein.

Section 2.1. Scope of Services. The scope of services to be provided by Consultant is set forth on Exhibit "A" attached hereto and by this reference incorporated herein ("Services"). Consultant warrants that it will perform the Services as set forth herein in a competent, professional and satisfactory manner. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

Section 2.2. Schedule of Services. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines, including any schedule of services set forth in Exhibit "A."

Section 2.3. Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at his/her/its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

SECTION III – COMPENSATION

Section 3.1. Payment for Services Rendered. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) without written approval by MNWD. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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Section 3.2. Invoices. Consultant shall submit to MNWD a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. MNWD shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

Section 3.3. Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by MNWD.

Section 3.4. Extra Work. At any time during the term of this Agreement, MNWD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by MNWD to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by MNWD.

SECTION IV – REPRESENTATIVES OF THE PARTIES

Section 4.1. MNWD's Representative. MNWD hereby designates its Director of Engineering, or his designee, to act as its representative for the performance of this Agreement ("MNWD's Representative"). Consultant shall not accept direction or orders from any person other than MNWD's Representative or his or her designee.

Section 4.2. Consultant's Representative. Consultant hereby designates Corey Ptaszynski, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

SECTION V – RESPONSIBILITIES OF CONSULTANT

Section 5.1. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. MNWD retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of MNWD and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income

tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Section 5.2. Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from MNWD, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

Section 5.3. Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of MNWD.

Section 5.4. Substitution of Key Personnel. Consultant has represented to MNWD that certain key personnel will perform and coordinate the Services under this Agreement. The key personnel for performance of this Agreement are as follows: Corey Ptaszynski. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of MNWD. In the event that MNWD and Consultant cannot agree as to the substitution of key personnel, MNWD shall be entitled to terminate this Agreement for cause. Furthermore, any personnel who fail or refuse to perform the Services in a manner acceptable to MNWD, or who are determined by MNWD to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from performing Services by the Consultant at the request of MNWD.

Section 5.5. Coordination of Services. Consultant agrees to work closely with MNWD staff in the performance of Services and shall be available to MNWD's staff, consultants and other staff at all reasonable times.

Section 5.6. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold MNWD, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

SECTION VI – LABOR CODE PROVISIONS

Section 6.1. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8,

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

Section 6.2. Registration and Labor Compliance. If the services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

Section 6.3. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

SECTION VII – INDEMNIFICATION

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

survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by MNWD, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

SECTION VIII – INSURANCE

Section 8.1. Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to MNWD that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to MNWD that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for MNWD to terminate this Agreement for cause.

Section 8.2. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

B. Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership,

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operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects MNWD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

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

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

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

Section 8.3. All Coverages. The Consultant is required by this Agreement to state that: (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to MNWD; If any of the required coverages expire or cancel during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to MNWD at least ten (10) days prior to the cancellation or expiration date; and (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 8.4. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 8.5. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by MNWD. Consultant shall guarantee that, at the option of MNWD, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MNWD, its directors, officials, officers, employees, agents, and volunteers; and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

Section 8.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII or equivalent, or as otherwise approved by MNWD.

Section 8.7. Verification of Coverage. Consultant shall furnish MNWD with certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to MNWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by MNWD if requested. All certificates and endorsements must be received and approved by MNWD before work commences. MNWD reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

Section 8.8. Reporting of Claims. Consultant shall report to MNWD, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

SECTION IX – TERMINATION

Section 9.1. Grounds for Termination. MNWD may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to MNWD, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

Section 9.2. Effect of Termination. If this Agreement is terminated as provided herein, MNWD may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

Section 9.3. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, MNWD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

SECTION X – OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

Section 10.1. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for MNWD to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of MNWD, and shall not be used in whole or in substantial part by Consultant on other projects without MNWD’s express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to MNWD reproducible copies of all Documents & Data, in a form and amount required by MNWD. MNWD reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by MNWD at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to MNWD upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to MNWD any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to MNWD upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify MNWD and provide MNWD with the opportunity to obtain the documents.

Section 10.2. Subconsultants. Consultant shall require all subconsultants to agree in writing that MNWD is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by MNWD.

Section 10.3. Right to Use. MNWD shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at MNWD’s sole risk. If MNWD uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant’s seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to MNWD upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

Section 10.4. Intellectual Property Indemnification. Consultant shall defend, indemnify and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by MNWD of the Documents & Data, including any method, process, product, or concept specified or depicted.

Section 10.5. Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of MNWD, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use MNWD's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of MNWD.

SECTION XI – ACCOUNTING, INSPECTION AND AUDIT

Section 11.1. Records. Consultant shall keep and shall preserve for four (4) years after final completion of the services, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to MNWD under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four (4) year period, Consultant shall give MNWD and its agents, during normal business hours, access to such Books and Records. MNWD and its agents shall have the right to make copies of any of the said Books and Records.

Section 11.2. Custody. Where MNWD has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Consultant's business, MNWD may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to MNWD and its Representatives.

SECTION XII – GENERAL PROVISIONS

Section 12.1. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

MNWD:

Moulton Niguel Water District
26161 Gordon Rd.
Laguna Hills, CA 92653
Attn: Director of Engineering

CONSULTANT:

Koury Engineering & Testing, Inc.
14280 Euclid Ave
Chino, CA 91710
Attn: Corey Ptaszynski

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its

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applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Section 12.2. Subcontracting/Subconsulting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of MNWD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Section 12.3. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of MNWD's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Section 12.4. Time of Essence. Time is of the essence for each and every provision of this Agreement.

Section 12.5. MNWD's Right to Employ Other Consultants. MNWD reserves right to employ other consultants in connection with this Project.

Section 12.6. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

Section 12.7. Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of MNWD. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

Section 12.8. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to MNWD include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

Section 12.9. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Section 12.10. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

Section 12.11. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Section 12.12. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 12.13. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with MNWD's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, MNWD shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of MNWD, during the term of his or her service with MNWD, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 12.14. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 12.15. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

Section 12.16. Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against MNWD. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against MNWD.

Section 12.17. Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

Section 12.18. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

Section 12.19. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

EXHIBIT A

SCOPE OF SERVICES

Provide materials testing and inspection services on an on-call, as-needed basis including but limited to: on-site observation, inspection, field testing, sample collection, laboratory testing, and reporting for the improvements at Plant 2A.



MASTER SCHEDULE OF FEES

Prevailing Wage

INSPECTORS

Materials Inspector	(Concrete, Masonry, Structural Steel and Welding, Fireproofing, Shotcrete)	\$	85.00	Per Hour
Building Inspector	(Wood Construction)	\$	95.00	Per Hour
Building Inspector	(MEP)	\$	95.00	Per Hour
Specialty Inspector	(Glu-Lam Beams/Trusses at Fab Shop/Med Gas/ Add. Specialty Inspections)	\$	Quote	Per Hour
Soils Inspector	(Soils, Asphalt, Piles)	\$	85.00	Per Hour
Soils Inspector	(LA Deputy Grading Inspector)	\$	95.00	Per Hour
Nuclear Gauge Equipment		\$	35.00	Per Day
Soils Inspector Mileage		\$	0.75	Per Mile
Soils Inspector Travel Time (portal to portal)				Equal to Rate of Service

NON-DESTRUCTIVE TESTING AND ADDITIONAL SERVICES

Lab Technician - 1 man & equipment (Torque, Pull, Pachometer, Schmidt Hammer, Coring)		\$	110.00	Per Hour
Asst. Lab Technician		\$	85.00	Per Hour
Non-Destructive Testing: UT, PT, MT		\$	95.00	Per Hour
Ground Penetrating Radar – Technician		\$	250.00	Per Hour
Utility Locating – Technician		\$	175.00	Per Hour
Asst. Technician - (GPR and Utility Locating)		\$	110.00	Per Hour
Radiography Technician		\$	95.00	Per Hour
Radiography Truck		\$	195.00	Per Shift
Radiography Film		\$	0.15	Per Sq/In
Non-Destructive Testing: Couplant and Dye Penetrant		\$	60.00	Per gallon
Parking (if necessary)		\$	Cost Plus	20%
Travel Time		\$		Equal to Rate of Service
Mileage		\$	0.75	Per Mile

FIELD EQUIPMENT CHARGE AND CONSUMABLES

Equipment - Torque Wrench		\$	65.00	Per Day
Equipment - Skidmore Bolt Tension Calibrator		\$	150.00	Per Day
Equipment - Skidmore Bolt Tension Indicator		\$	65.00	Per Day
Equipment - Multiplier		\$	15.00	Per Day
Equipment – Schmidt Hammer		\$	40.00	Per Day
Equipment – Dry Film Thickness Gauge		\$	40.00	Per Day
Equipment – Non-Shrink Grout Mold 2" Cube		\$	25.00	Per Day
Equipment – Slab Moisture Test Kit (Per Kit)		\$	35.00	Per Day
Equipment – Tile Test Kit (Per Kit)		\$	35.00	Per Day
Equipment – Unit Weight Kit: scale, bucket, plate, mallet, rod		\$	20.00	Per Day
Equipment – Air-Entrainment		\$	20.00	Per Day
Equipment – Windsor Probe		\$	15.00	Per Day
Equipment – Truck Charge		\$	55.00	Per Day
Equipment – Epoch		\$	Quote	Per Day
Equipment – Coring		\$	Quote	Per Day
Equipment - Relative Humidity Probes		\$	55.00	Per Probe
Isotope Depletion 314		\$	18.00	Each
Hazardous Waste Disposal		\$	15.00	Each

LABORATORY HOURS AND TESTING SERVICES

Laboratory hours are 7:00 a.m. through 4:00 p.m., Monday through Friday. Break results available at 8:00 a.m. Additional charges will be made for off-hours, weekends or holidays as follows:

Off-hour Laboratory Operations per hour	\$	500.00	Per Hour
Saturday Laboratory Operations per hour	\$	500.00	Per Hour
Sunday or Holiday Laboratory Operations per hour	\$	750.00	Per Hour
Pick Up Sample Trip Charge (2 hour minimum)	\$	50.00	Per Hour
After Hours Pick Up Sample Trip Charge	\$	100.00	Per Hour

ASTM Physical Characteristics

SOIL AND AGGREGATE

C29	Unit Weight.....	\$	45.00	Each
D4829	Expansion Index	\$	95.00	Each
C117, D1140	#200 Wash	\$	50.00	Each
C136	Particle-Size Distribution - "Sieve" Analysis (retained on # 200 sieve)	\$	85.00	Each
D1140, D422	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	\$	185.00	Each
D4318	Atterberg Limits	\$	110.00	Each
D2435	Consolidation	\$	125.00	Each
D2419, CTM 217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	\$	75.00	Each Set
C127	Specific Gravity and Absorption (Coarse Aggregate).....	\$	65.00	Each
C128	Specific Gravity and Absorption (Fine Aggregate)	\$	95.00	Each
D854	Specific Gravity (Soil).....	\$	95.00	Each
D2216	Moisture Content.....	\$	15.00	Each
D2216	Moisture Content Quick #200	\$	30.00	Each
D3080	Direct Shear (3 Points).....	\$	200.00	Each
D3080	Direct Shear Remolded sample (3 points)	\$	280.00	Each
D1557-A,B	Maximum Density	\$	135.00	Each
D1557-C	Maximum Density	\$	145.00	Each
D2844, CTM 301	R-Value (3 Points).....	\$	300.00	Each
CTM 229	Durability Index (coarse & fine).....	\$	250.00	Each
CTM 229	Durability Index (coarse OR fine).....	\$	150.00	Each
C142	Clay Lumps & Friable Particles.....	\$	120.00	Each
D3744, CT 229	Durability Index for Coarse Aggregates	\$	150.00	Each

CHEMICAL PROPERTIES

CTM 643	Resistivity.....	\$	75.00	Each
CTM 643	pH	\$	50.00	Each
CTM 417	Sulphate.....	\$	60.00	Each
CTM 422	Chloride.....	\$	60.00	Each
CTM 643, 417, 422	Corrosivity Series.....	\$	185.00	Each

ASPHALT CONCRETE

C192	Review of Existing Mix Design.....	\$	150.00	Each
D136	Gradation of Extracted Sample.....	\$	70.00	Each
D1188	Unit Weight – Molded Specimen or Cores.....	\$	45.00	Each
D2726, D6926	Compacted Maximum Density – MARSHALL.....	\$	175.00	Each
D5581	Field Mix – Marshall – Stability Per Point.....		Quote	

CONCRETE

C39	Concrete Cylinders Compression Test (6" x 12")	\$	25.00	Each
C469	Concrete Cylinder Compression Test with MOE (Modulus of Elasticity)	\$	350.00	Each
C495	Lightweight Fill Concrete (3" x 6")	\$	25.00	Each
C42	Concrete Cores, 6" Max. Diameter, Includes Core Trim	\$	35.00	Each
C42	Shotcrete Cores, 6" Max. Diameter, Including Core Trim	\$	35.00	Each
C42	Gunite Cores, 6" Max. Diameter, Including Core Trim	\$	35.00	Each
C157	Grout Shrinkage (3 Bars – Four Readings, Up to 90 Days).....	\$	250.00	Set
C567	Unit Weight of Hardened Light Weight Concrete	\$	35.00	Each
C567	Unit Weight of Hardened Light Weight Concrete (Oven Dry).....	\$	100.00	Each
C567	Equilibrium Density of Hardened Light Weight Concrete.....	\$	150.00	Each
C684	Rapid Cure Concrete Cylinders (Boil Method).....	\$	40.00	Each
C157	Drying Shrinkage (3 Bars – Four Readings, Up To 90 Days)	\$	250.00	Set
C495	Lightweight Fill Concrete Density.....	\$	35.00	Each
C138	Density (Unit Weight) of Concrete.....	\$	30.00	Each Set
C173	Air Entrainment Test (Volumetric Method).....	\$	35.00	Each Set
C231	Air Entrainment Test (Pressure Method – Non Lightweight Aggregate).....	\$	35.00	Each Set
C78	Flexure Test 6" x 6" Beams	\$	85.00	Each
C496	Splitting Tensile 6" x 12" Cylinders.....	\$	85.00	Each
F1869	Measuring Moisture Vapor Emission Rate	\$	35.00	Each
F2170	Relative Humidity Probe.....	\$	55.00	Each
A615	Chemical Analysis.....	\$	300.00	Each
F2170	Relative Humidity	\$	55.00	Each
C42	In Laboratory Core Cutting.....	\$	50.00	Each

MASONRY

BLOCK

C780	Mortar Cylinders (2" x 4")	\$	25.00	Each
C109	Mortar Cubes (2" x 2").....	\$	25.00	Each
C1019	Grout Prisms (3" x 6")	\$	25.00	Each
C1314	Grouted Prisms Compression (Masonry Assemblage) Test ≤8" x 8" x 16"	\$	95.00	Each

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C1314	Grouted Prisms Compression (Masonry Assemblage) Test >8" x 8" x 16"	\$	120.00	Each
C140	Moisture Content as Received each	\$	50.00	Each
C140	Absorption, 3 Required	\$	40.00	Each
C140	Measurements	\$	30.00	Each
C140	Compression ≤8" x 8" x 16", Qty 3 Required	\$	45.00	Each
C140	Compression >8" x 8" x 16" Qty 3 Required	\$	55.00	Each
C426	Linear Shrinkage, Qty 3 Required.....	\$	80.00	Each
C42	Masonry Core – Compression	\$	55.00	Each
C42	Masonry Core – Shear.....	\$	75.00	Each
C42	In Laboratory Core Cutting.....	\$	50.00	Each

BRICK

C67	Compression.....	\$	40.00	Each
C67	Modulus of Rupture.....	\$	50.00	Each
C67	Absorption, Soak.....	\$	30.00	Each
C67	Absorption, Boil.....	\$	30.00	Each
C67	Absorption, Saturation Coefficient.....	\$	40.00	Each
C67	Initial Rate of Absorption	\$	40.00	Each
C67	Efflorescence	\$	55.00	Each
C67	Efflorescence with Mortar.....	\$	65.00	Each

STEEL REINFORCING

A615/A706	Tensile No. 8 Bar and Smaller	\$	55.00	Each
A615/A706	Tensile No. 9 To 11 Bar	\$	55.00	Each
A615/A706	Tensile No. 14 Bar.....	\$	70.00	Each
A615/A706	Bend Test No. 8 Bar and Smaller.....	\$	55.00	Each
A615/A706	Bend Test No. 9 To 11 Bar	\$	55.00	Each
A615/A706	Bend No.14 Bar	\$	70.00	Each
A615/A706	Bend / Tensile Test No. 18	\$	250.00	Each
A706	Chemical Analysis.....	\$	300.00	Each
A615/A706	Deformation Compliance	\$	55.00	Each
A615/A706	Cut To Size (for testing).....	\$	10.00	Each

STEEL COUPLED WELDED REINFORCING

A615/A706	Tensile No. 8 Bar and Smaller	\$	70.00	Each
A615/A706	Tensile No. 9 To 11 Bar	\$	80.00	Each
A615/A706	Tensile No. 14 Bar.....	\$	100.00	Each
A615/A706	Tensile No. 18 Bar.....	\$	275.00	Each

STRUCTURAL STEEL

A370/F606	Bolt Tensile Test	\$	55.00	Each
A370/F606	Bolt Proof Test.....	\$	45.00	Each
A370/F606	Nut Proof Test	\$	45.00	Each
A370/F606	Nelson Stud Tensile Test.....	\$	115.00	Each
A370/F606	Metal Deck Tensile Test (formed sheet metal)	\$	135.00	Each
E10	Brinell Hardness Test	\$	45.00	Each
E18	Rockwell Hardness Test.....	\$	45.00	Each
A370/F606	Coupon Tensile Test.....	\$	40.00	Each
A370/F606	Coupon Bend Test.....	\$	40.00	Each
A370/F606	Nut / Bolt / Washer Hardness Test.....	\$	45.00	Ea. Pc
A90	Metal Deck Coating.....	\$	115.00	Each
A370/F606	Machining & Preparation of Samples.....	\$	40.00	Each

PRESTRESS

A416	Prestressed Strand (Yield / Tensile).....	\$	125.00	Each
	Sample Preparation (Grease Removal).....	\$	15.00	Each

FIREPROOFING

UBC 43-8	Oven Dry Density.....	\$	45.00	Each
UBC 43-8	Adhesive/Cohesion Testing.....	\$	45.00	Each

ROOFING

UBC 32-12	Tiles (Breaking Strength / Absorption)	\$	60.00	Each
	Mineral Shake – Flexural	\$	40.00	Each
	Mineral Shake – Absorption	\$	30.00	Each
	Tagging, Material Id and Sampling Tiles	\$	70.00	Per Hour
	Final Laboratory Roof/Tile Material Affidavit Report.....	\$	300.00	Each

FLOOR FLATNESS

Price Includes 1 technician and equipment

Floor Flatness (Under 10,000 ft)	\$	Quotation	
Floor Flatness Final Report	\$	200.00	Each
Additional Technician (if necessary)	\$	95.00	Per Hour

WELD PROCEDURE AND WELDER QUALIFICATIONS

Review Existing Welding Procedure Specification (WPS) report	\$	150.00	Each
Review Welding Procedure Qualification (PQR) report	\$	150.00	Each
Observe Welder Qualification (AWS/CWI)	See Materials	Inspector Rate	
Weld Tensile Test Plate (1-inch thick or less)	\$	80.00	Each
Weld Bend Test Plate (1-inch thick or less)	\$	55.00	Each
Weld Macro Etch Plate (1-inch thick or less)	\$	70.00	Each
Weld Tensile Test Rebar #3 through #9	\$	90.00	Each
Weld Macro Etch Rebar #3 through #9	\$	70.00	Each
Weld Tensile Test Rebar #10 through #14	\$	125.00	Each
Weld Macro Etch Rebar #10 through #14	\$	110.00	Each
Weld Tensile Test Rebar #18	\$	275.00	Each
Weld Macro Etch Rebar #18	\$	180.00	Each
X-Ray Plate or Rebar in Laboratory (1-inch thick or less)	\$	150.00	Each

ENGINEERING AND PROFESSIONAL SERVICES

Senior Engineer/ Senior Geologist	\$	180.00	Per Hour
Staff Engineer/Geologist	\$	160.00	Per Hour
Project Manager / Field Supervisor	\$	120.00	Per Hour
Administration	\$	45.00	Per Hour
Drafter	\$	85.00	Per Hour
Test Technicians Lab – Materials	\$	85.00	Per Hour
Certified Payroll	\$	75.00	Per Week
Court Appearance (4-Hour Minimum)	\$	350.00	Per Hour
Preparation for Court, Consultation (in our Office)	\$	250.00	Per Hour
Preparation for Court, Consultation (Out of our Office, 4-Hour Minimum)	\$	250.00	Per Hour
Expert Witness Testimony (Corporate Officers and Engineers)	Quotation		
Deposition (portal to Portal, 4-Hour Minimum)	\$	275.00	Per Hour

REPORTS

Final Materials Compliance Report	\$	500.00	Each
Final Laboratory Verified Report (LVR) DSA-291 (Required for DSA Projects)	\$	500.00	Each
Final Special Inspection Verified Report (SIVR) DSA-292 (Required for DSA Projects)	\$	100.00	Each
Interim Report from Engineer	\$	500.00	Each
Review of Existing Mix Design, Determination of Proportions (3 Bus. Day Result)	\$	150.00	Each
Review of Existing Mix Design, Determination of Proportions (Same Day Result)	\$	300.00	Each
Report for Special Services / Off Site Testing	\$	200.00	Each
Final Grading / Compaction Report (Comprehensive)	\$	2,500.00	Each
Final Geotechnical Verified Report (GVR) DSA-293 (Required for DSA Projects)	\$	1,000.00	Each
Pad Certificate Report	\$	1,500.00	Each
Utility Trench Compaction Report	\$	2,500.00	Each
Wall Backfill Report	\$	1,500.00	Each
Monthly Interim In-Grading Report	\$	1,000.00	Each
Pile/Shoring Monitoring Report	\$	2,000.00	Each
Plan Review (Grading/ Foundation)	\$	1,000.00	Each
Extra Stamped Reports	\$	150.00	Each

MINIMUM HOURLY CHARGES

Minimum charges will apply for 2, 4 & 8 hour blocks defined as follows:

- 2-hour minimum: Inspector shows up, no work requested or performed
- 4-hour minimum: 1 to 4 hours.
- 8-hour minimum: Work over 4 hours.

Note: Less than 24-hour call-out notice may necessitate premium charges.

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN MOULTON NIGUEL WATER DISTRICT AND
KOURY ENGINEERING & TESTING, INC.
MNWD PROJECT: ON-CALL MATERIALS TESTING AND INSPECTION
SERVICES CONTRACT NO. 2014.015i**

This Amendment No. 1 (this "Amendment") is entered into and effective as of 10/07/2020, amending the professional services Agreement dated August 6, 2019 (the "Agreement"), by and between Moulton Niguel Water District ("MNWD"), and Koury Engineering & Testing, Inc. ("Consultant") (collectively, the "Parties"). Any capitalized terms used but not defined herein shall have the meaning assigned to them in the Agreement.

RECITALS

A. WHEREAS, on August 6, 2019, the Parties entered into the Agreement for professional services through March 30, 2021 for a total not-to-exceed amount of \$150,000; and

B. WHEREAS, the Parties desire to amend the Agreement to increase the total not-to-exceed amount by \$15,000, with the same Scope of Services and Rates as set forth in the Agreement.

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

1. All payments and services associated with this Amendment shall not exceed \$15,000.
2. The Parties agree that the total Agreement amount, including this Amendment, shall not exceed **\$165,000**.
3. All requisite insurance policies to be maintained by the Consultant 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 Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

MOULTON NIGUEL WATER DISTRICT:

KOURY ENGINEERING & TESTING, INC.:

By: DocuSigned by:
Matt Collings
386397D8EC41493...

By: Nicole Miller
(Authorized Representative of Consultant)

Printed Name: Matt Collings

Printed Name: Nicole Miller

Title: Assistant General Manager

Title: Vice President

Dated: 10/07/2020

Dated: 10.5.2020

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN MOULTON NIGUEL WATER DISTRICT AND
KOURY ENGINEERING & TESTING, INC.
MNWD PROJECT: ON-CALL MATERIALS TESTING AND INSPECTION SERVICES
CONTRACT NO. 2014.015i**

This Amendment No. 2 (this "Amendment") is entered into and effective as of _____, amending the professional services Agreement dated August 6, 2019 (the "Agreement"), by and between Moulton Niguel Water District ("MNWD"), and Koury Engineering & Testing, Inc. ("Consultant") (collectively, the "Parties"). Any capitalized terms used but not defined herein shall have the meaning assigned to them in the Agreement.

RECITALS

A. WHEREAS, on August 6, 2019, the Parties entered into the Agreement for professional services through March 30, 2021 for a total not-to-exceed amount of \$150,000; and

B. WHEREAS, on October 7, 2020, the Parties executed Amendment No. 1 to the Agreement to increase the not-to-exceed amount to \$165,000; and

C. WHEREAS, the Parties desire to amend the Agreement to increase the total not-to-exceed amount by \$60,000, with the same Scope of Services and Rates as set forth in the Agreement.

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

1. All payments and services associated with this Amendment shall not exceed \$60,000.
2. The Parties agree that the total Agreement amount, including this Amendment, shall not exceed \$225,000.
3. All requisite insurance policies to be maintained by the Consultant 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 Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

-Signatures on following page-

#5.

MOULTON NIGUEL WATER DISTRICT:

By: _____

Printed Name: _____

Title: _____

Dated: _____

KOURY ENGINEERING & TESTING, INC.:

By: _____
(Authorized Representative of
Consultant)

Printed Name: _____

Title: _____

Dated: _____



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** November 2, 2020

FROM: Rod Woods, Director of Engineering
Alex Thomas, Principal Engineer

SUBJECT: Construction Contract Amendment for the Camino Capistrano
Operations Yard Improvements

SUMMARY:

Issue: Board action is required to amend the construction contract for the Camino Capistrano Operations Yard Improvements, Project No. 2016.022.

Recommendation: It is recommended that the Board of Directors amend the construction contract with Ferreira Construction Co, Inc. (Ferreira) by \$162,295 for a total contract amount of \$1,560,022; extend the contract through February 28, 2021; and authorize the General Manager or Assistant General Manager to execute the contract change order.

Fiscal Impact: Project No. 2016.022 is budgeted in Fund 14, Planning and Construction with a current project budget of \$1,687,500. The proposed project budget is \$1,849,795. The overall Fiscal Year 2020-21 CIP budget for Fund 14 is \$21,048,504.

Reviewed by Legal: Yes

BACKGROUND:

The objective of this project is to improve District-owned properties located immediately north of Plant 3A and south of the Galivan Reservoir. The improvements will allow the properties to function as an operations yard for the storage of materials, equipment, excavated soil, and construction debris.

The original scope of work included: grading; concrete material bin construction; installation of a rock surface on the property south of Galivan Reservoir; drainage improvements; fencing; lighting; and construction of a decanting and storage system for excavated wet soils.

#6.

Construction Contract Amendment for the Camino Capistrano Operations Yard Improvements
November 2, 2020
Page 2 of 3

The Board awarded the construction contract to Ferreira in September 2018 in the amount of \$1,397,727 and at the same time authorized a 10% contingency in the amount of \$139,773. Construction work began in November 2018. Since that time, approximately 60% of the authorized contingency has been utilized to address unforeseen subsurface conditions including less favorable soils, groundwater, and existing utilities. The current contract value is \$1,476,870 with \$60,629 remaining in contingency.

Construction within the property north of Plant 3A was completed in September 2019 and is currently being utilized by the District, primarily for the decanting and storing of excavated wet soils, but also for the storage of dry materials. Construction within the property south of Galivan Reservoir was paused to facilitate construction of the Pipeline Replacements at I-5 and Oso Creek Project (I-5 Microtunnel Project).

DISCUSSION:

This project was originally planned to be completed prior to the I-5 Microtunnel Project. The I-5 Microtunnel Project required a large excavation within the same property south of Galivan Reservoir. With that in mind, the scope of services for the Camino Capistrano Operations Yard Improvements only included installation of a temporary rock surface on the property that would have allowed the District to use it as a secondary yard prior to the I-5 Microtunnel Project. The plan was to award a separate contract to install a final asphalt pavement surface once both projects were completed.

Once the Caltrans I-5 widening schedule was determined, staff determined it would be best to construct the I-5 Microtunnel Project ahead of the widening work and avoid delaying the critical project by several years. This required pausing the portion of Camino Capistrano Operations Yard Improvements project on the property south of Galivan Reservoir, until the I-5 Microtunnel Project could be completed. An added benefit to this was that the temporary rock surface would no longer be needed, and the final asphalt pavement could be incorporated into the project, along with the other scope of work items that were not previously completed. The I-5 Microtunnel Project was completed at the end of August 2020.

Staff requested a cost proposal from Ferreira to delete the scope of work for installing the temporary rock surface and add installation of a final asphalt pavement surface on the property south of Galivan Reservoir. A construction contract change order is required to authorize the additional funds for this work. Ferreira provided a request for change order in the amount of \$162,295 for this work. Ferreira solicited pricing from multiple paving subcontractors. Staff performed a comprehensive review of this request and has determined that it is reasonable. There are sufficient funds available in the approved Fund 14 CIP budget to support the increased project budget.

Staff anticipates that the current remaining contract contingency is adequate for completing the remaining construction work.

Construction Contract Amendment for the Camino Capistrano Operations Yard
Improvements
November 2, 2020
Page 3 of 3

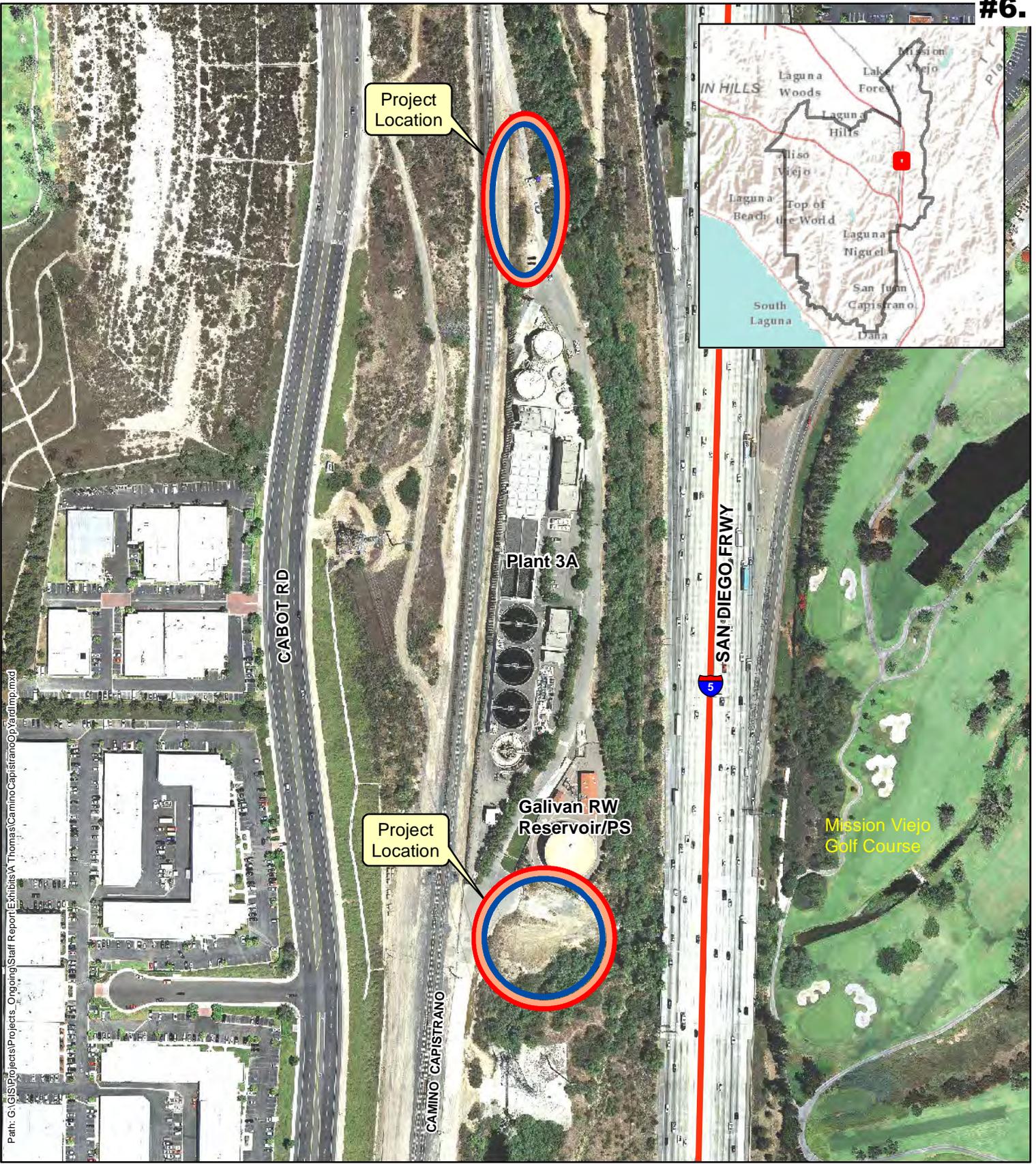
SUMMARY OF PROJECT BUDGET:

	Project Budget*	Proposed / Approved Contract	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	\$120,000	\$120,000	\$0	\$120,000
Construction Contract	\$1,537,500	\$1,397,727	\$139,773	\$1,537,500
Proposed Change Order Work	\$0	\$162,295	\$0	\$162,295
Legal, Permits, District Labor	\$30,000	\$30,000	\$0	\$30,000
Totals	\$1,687,500	\$1,710,022	\$139,773	\$1,849,795

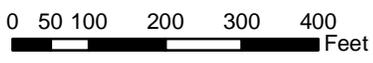
*\$1,412,311 has been expended to date.

 Currently Proposed Amount

Attachment: Exhibit A – Location Map



Path: G:\GIS\Projects\Projects_Ongoing\Staff Report Exhibits\A_Thomas\Camino Capistrano Op Yard Imp.mxd



Scale = 1:3,000

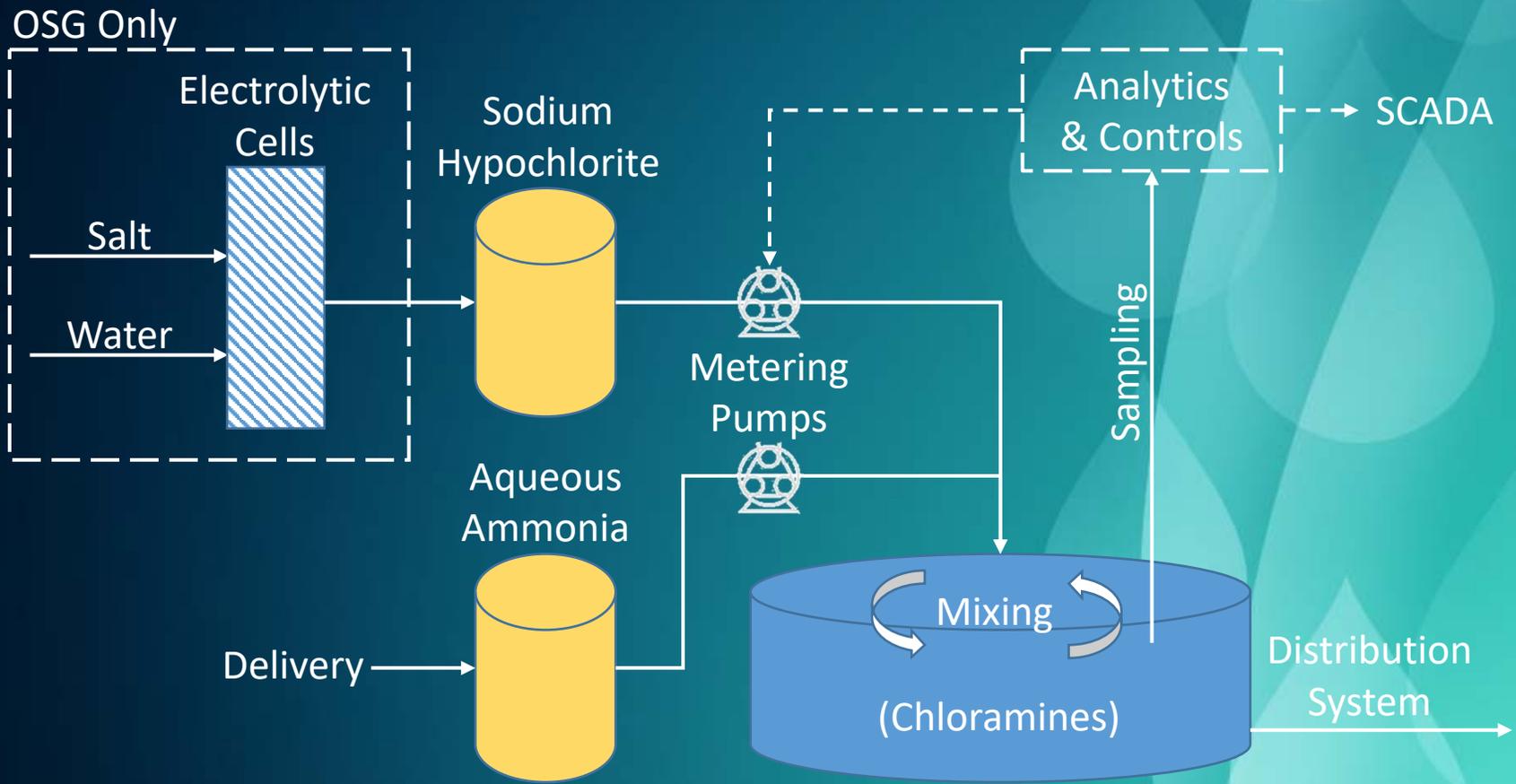
Exhibit "A" Location Map
Camino Capistrano Operations Yard Improvements
Contract No. 2016.022



Reservoir Management Systems Replacement Program Update

Technical Committee Meeting
November 2, 2020

Reservoir Management Systems



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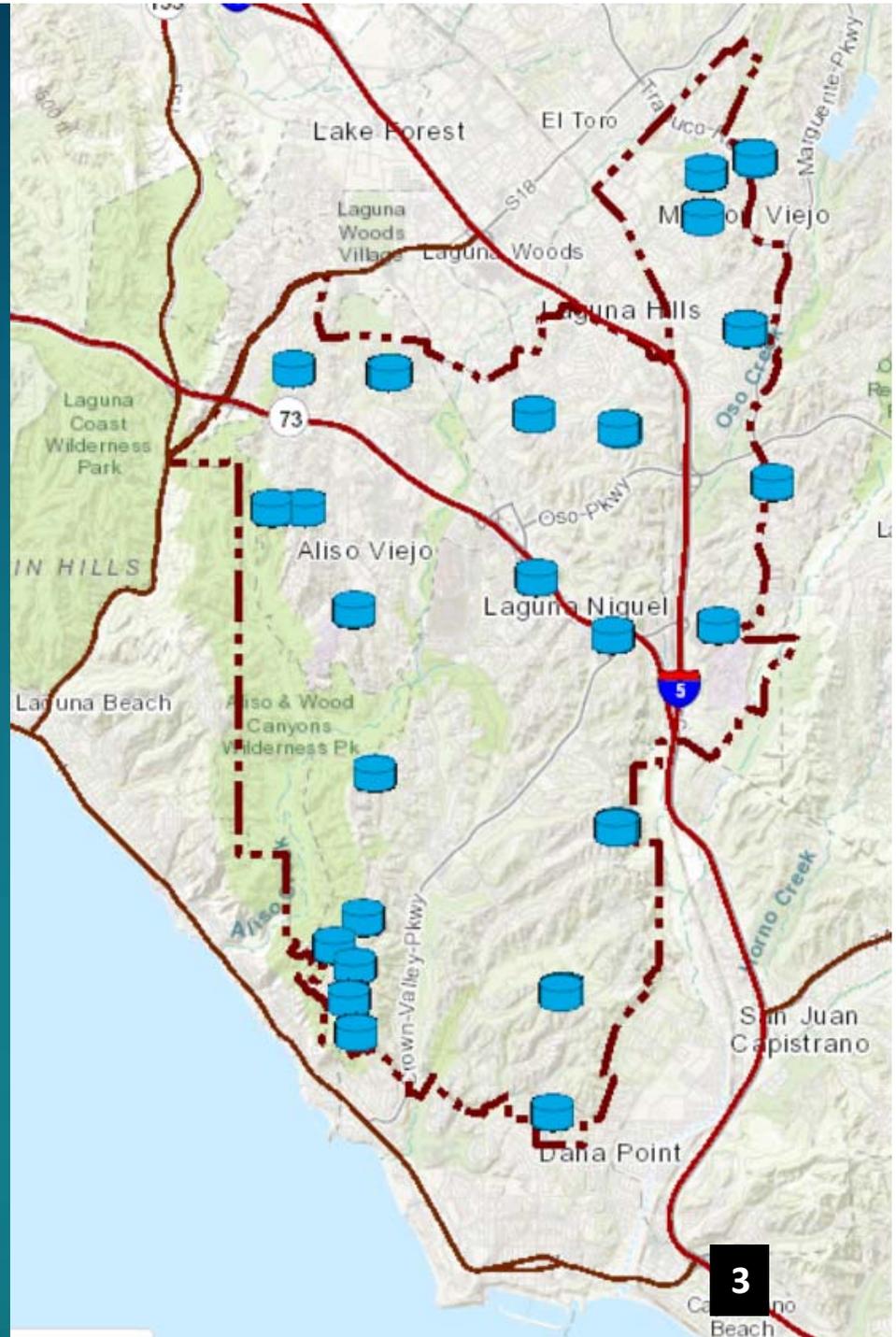
Program Overview

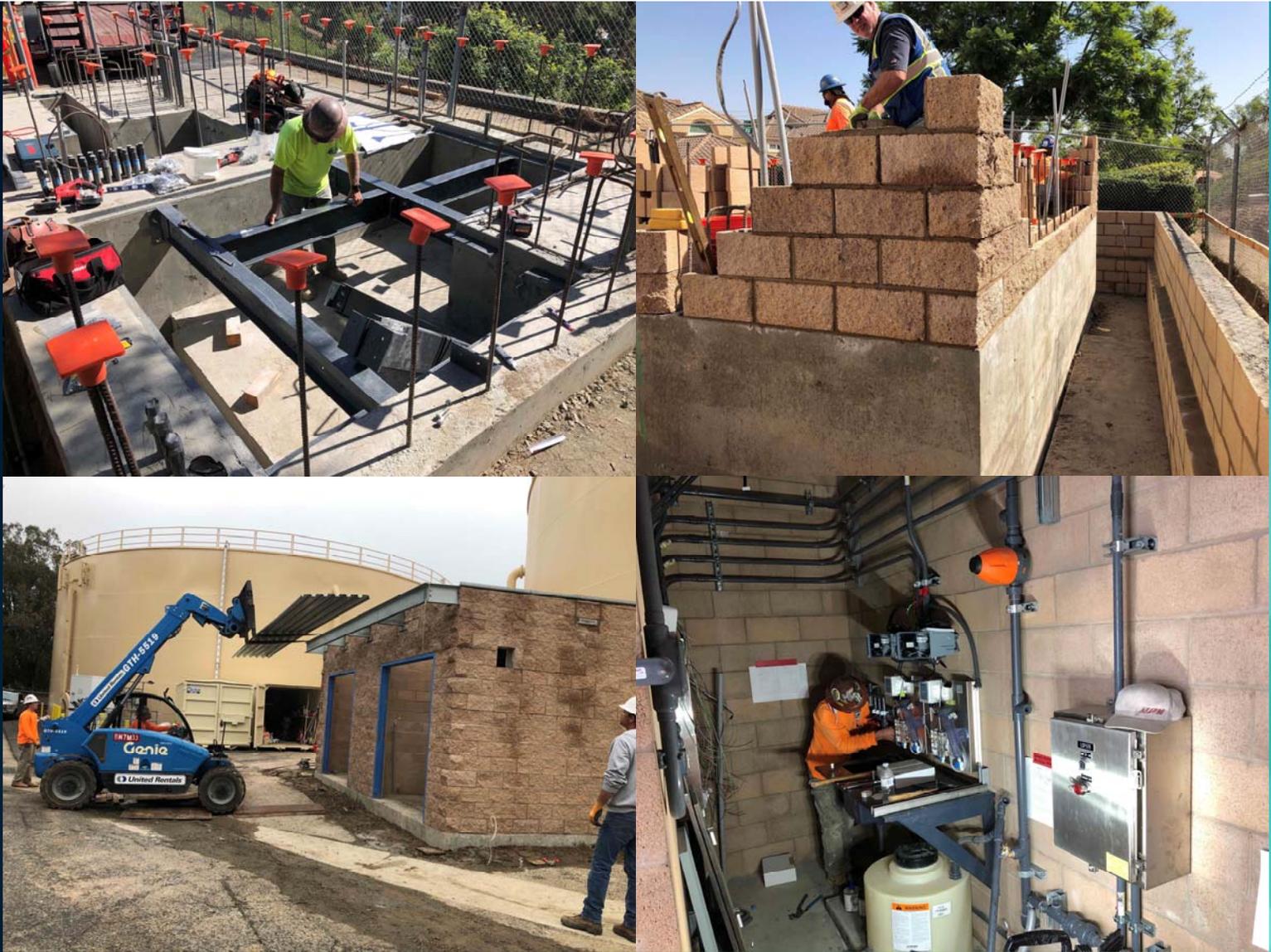
21 Sites | 5 Phases

- Phase 1 – Completed
- Phase 2 – Completed
- Phase 3 – Construction
Start Spring 2021
- Phases 4 and 5 – Design
Start Early 2021



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Replacement Projects





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Questions?



Super-Oxygenation Update for Upper & Lower Salada Lift Stations

Technical Committee Meeting
November 2, 2020

Detection

- H₂S is the compound most associated with sewer odor
- MNWD currently uses both “in-manhole” and ambient sensors to measure levels of H₂S
- Can detect H₂S levels as low as 8 PPB

-44-



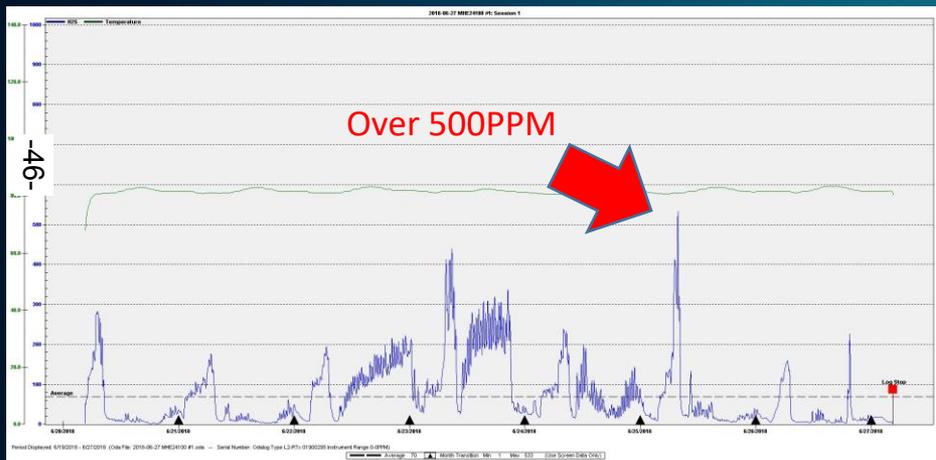
Mitigation Methods – Lift Stations

- Long detention times within force mains cause odor issues at discharge
- Treatment at the station/wet well is preferred
- Initial install @ Lower Salada 2008 & Upper Salada 2010
- Lower Salada replacement currently in-progress with Upper Salada scheduled to follow.

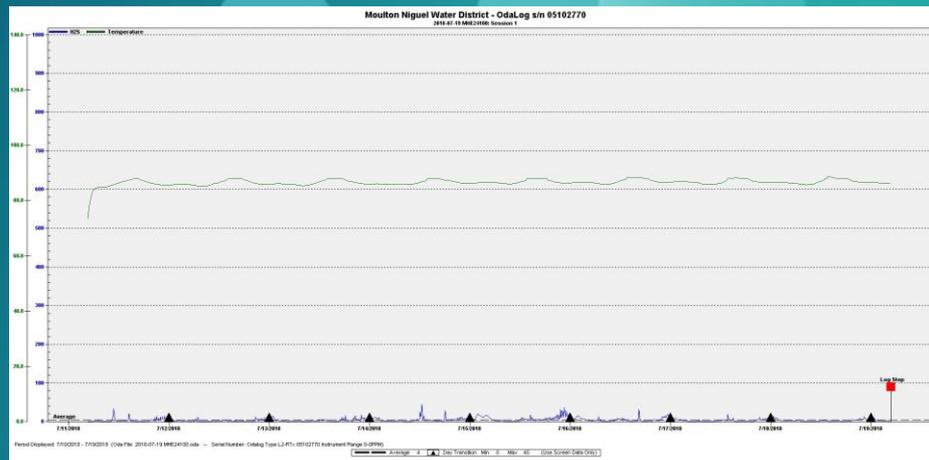


Mitigation Methods – Lift Stations (cont.)

H2S W/ O2 Disabled



H2S W/ O2 Enabled



Mitigation Methods – Manholes

- Several factors can cause odor to exhaust from pick-holes
- We are currently use these two types of manhole “filters”.



Questions?

