



moulton niguel water district

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

April 8, 2021

6:00 PM

Approximate Meeting Time: 2 Hours

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. PLEDGE OF ALLEGIANCE:

3. PUBLIC COMMENTS:

Persons wishing to address the Board of Directors on matters not listed on the Agenda may do so at this time. "Request To Be Heard" forms are available at the entrance to the Board Room. Comments are limited to five minutes unless further time is granted by the Presiding Officer. Submit form to the Recording Secretary prior to the beginning of the meeting. Those wishing to address the Board of Directors on any item listed on the Agenda should submit a "Request To Be Heard" form to the Recording Secretary before the Presiding Officer announces that agenda item. Your name will be called to speak at that time.

PRESENTATION ITEM:

4. QUARTERLY INVESTMENT REPORT - CHANDLER ASSET MANAGEMENT

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

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

5. MINUTES OF THE MARCH 11, 2021 BOARD OF DIRECTORS MEETING

6. MINUTES OF THE MARCH 15, 2021 SPECIAL BOARD OF DIRECTORS MEETING
7. MINUTES OF THE MARCH 19, 2021 SPECIAL BOARD OF DIRECTORS MEETING
8. PROJECT AGREEMENT FOR THE LA PAZ ROAD RECYCLED WATER PIPELINE BRIDGE CROSSING

It is recommended that the Board of Directors approve the Project Agreement between the City of Mission Viejo and the Moulton Niguel Water District; authorize the General Manager to execute the agreement; and authorize the staff to reimburse the City of Mission Viejo for construction costs up to \$631,250.

9. CONSTRUCTION CONTRACT AWARD FOR THE 2020-21 PRESSURE REDUCING STATION REHABILITATIONS

It is recommended that the Board of Directors award the construction services contract to T.E. Roberts in the amount of \$97,445; authorize the General Manager or Assistant General Manager to execute the contract; and to approve change orders up to 10% of the contract value.

10. MOBILE POTABLE WATER PUMP PURCHASE

It is recommended that the Board of Directors approve the purchase of a Quadplex Variable Speed Mobile Pump System for \$150,689.

ADMINISTRATIVE MATTERS:

11. AUTHORIZATION OF 2021 "NEXT LEVEL SERVICE" CUSTOMER ENGAGEMENT PLAN (RESOLUTION 21-__)

It is recommended that the Board of Directors approve the resolution entitled, "Authorizing 2021 "Next Level Service" Customer Engagement Plan".

12. ADOPTION OF RESOLUTION IN SUPPORT OF DIRECTOR CATHY GREEN'S CANDIDACY TO SERVE AS VICE PRESIDENT OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES FOR 2021-2022 (RESOLUTION 21-__)

It is recommended that the Board of Directors approve the resolution entitled, "In Support of Director Cathy Green's Candidacy to Serve as Vice President of the Association of California Water Agencies for 2021-2022."

INFORMATION ITEM:

13. MONTHLY FINANCIAL REPORT

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

PRESIDENT'S REPORT:

BOARD REPORTS:

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

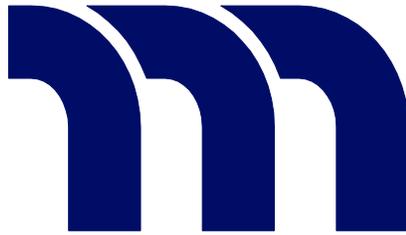
LATE ITEMS: (Appropriate Findings to be Made)

- a. Need to take immediate action; and
- b. Need for action came to District's attention after Agenda Posting. [Requires 2/3 vote (5 members) or unanimous vote if less than 2/3 are present]

ADJOURNMENT:

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

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



moulton niguel water district

DRAFT

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

March 11, 2021

A Regular Meeting of the Board of Directors 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 Closed Session was called to order at 5:00 PM and the Open Session was called to order at 6:03 PM on March 11, 2021. There were present and participating at 26880 Aliso Viejo Pkwy, Suite 150, Aliso Viejo, CA:

DIRECTORS

Duane Cave	Vice President
Richard Fiore	Director
Donald Froelich	Vice President
Bill Moorhead	Director
Brian Probolsky	President
Diane Rifkin	Director
Sherry Wanninger	Director

Also present and participating were:

STAFF MEMBERS IN-PERSON

Joone Lopez	General Manager
Matt Collings	Assistant General Manager
Gina Hillary	Director of Human Resources
Paige Gulck	Board Secretary

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

Rod Woods	Director of Engineering
Johnathan Cruz	Director of Financial Planning & Innovation
Todd Novacek	Director of Operations

Jose Solorio	Government Affairs Officer
Jeff Ferre	Best, Best, & Krieger (General Counsel)
Tim Bonita	Recording Secretary
Trevor Agrelius	MNWD
Matt Brown	MNWD
Todd Dmytryshyn	MNWD
Patrick Garner	MNWD
David Larsen	MNWD
Genevieve Ramirez	MNWD
Lindsey Stuvick	MNWD
Alex Thomas	MNWD
Kaden Young	MNWD
Megan Yoo Schneider	Municipal Water District of Orange County
Robert Reid	West Yost Associates

1. CALL MEETING TO ORDER:

The meeting was called to order by President Probolsky at 6:03 p.m. President Probolsky 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.

CLOSED SESSION:

2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
 Agency designated representative: Joone Lopez, General Manager
 Employee organization: Moulton Niguel Water District Employees Association (MNWDEA)

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property: 27500 La Paz Rd., Laguna Niguel
 Agency negotiator: Joone Lopez, General Manager
 Negotiating parties: Unknown – listing of property is pending
 Under negotiation: price and terms of payment

Jeff Ferre stated that the Board met in closed session and that there was no reportable action for items 2 and 3.

OPEN SESSION 6:00PM

4. **PLEDGE OF ALLEGIANCE:**

Director Froelich led the Pledge of Allegiance.

5. **PUBLIC COMMENTS:**

President Probolsky 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.

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

6. **MINUTES OF THE FEBRUARY 11, 2021 BOARD OF DIRECTORS MEETING**

7. **MINUTES OF THE FEBRUARY 24, 2021 SPECIAL BOARD OF DIRECTORS MEETING**

8. **AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE EASTERN TRANSMISSION MAIN CONDITION ASSESSMENT**

It is recommended that the Board of Directors approve Amendment No. 1 to the PSA with Black & Veatch in the amount of \$56,850 for a total agreement value of \$250,955; authorize the General Manager or Assistant General Manager to execute the amendment; and to approve additional amendments up to 10% of the total amendment value.

10. **PLANT 3A GRIT CLASSIFIER REPLACEMENTS**

It is recommended that the Board of Directors approve the purchase of two (2) grit classifiers from Flo-Systems, Inc. in the amount of \$159,035.

11. **AGREEMENT FOR INDEPENDENT AUDIT SERVICES**

It is recommended that the Board of Directors approve a Professional Services Agreement with Clifton Larsen Allen, LLP, to provide independent audits for a not to exceed amount of \$258,550, including the optional years, if exercised.

Matt Collings stated that minor corrections to the date and names in item 7 were made.

MOTION DULY MADE BY DUANE CAVE AND SECONDED BY BILL MOORHEAD, ITEMS 6, 7, 8, 10 AND 11 WERE APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD

FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.

9. AMENDMENT NO. 7 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE REGIONAL LIFT STATION FORCE MAIN REPLACEMENT

It is recommended that the Board of Directors approve Amendment No. 7 to the PSA with Tetra Tech, Inc. in the amount of \$110,000 for a new total contract amount of \$1,018,075; authorize the General Manager or Assistant General Manager to execute the amendment; and to approve an additional contingency in the amount of \$50,000.

This item was pulled by Richard Fiore. Discussion ensued regarding the item.

MOTION DULY MADE BY DONALD FROELICH AND SECONDED BY SHERRY WANNINGER, ITEM 9 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.

12. GRANT ADMINISTRATION SERVICES

It is recommended that the Board of Directors approve a single-source not-to-exceed \$300,000 agreement with West Yost Associates.

This item was pulled by Duane Cave. Discussion ensued regarding the item.

MOTION DULY MADE BY DUANE CAVE AND SECONDED BY RICHARD FIORE, ITEM 12 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.

TECHNICAL ITEMS:

13. CONSTRUCTION CONTRACT AWARD FOR THE RESERVOIR MANAGEMENT SYSTEMS REPLACEMENT – PHASE III

It is recommended that the Board of Directors award the construction services contract to Pascal & Ludwig Constructors in the amount of \$6,627,294; authorize the General Manager or Assistant General Manager to execute the contract; and to approve change orders up to 5% of the contract value.

Matt Collings and Rod Woods provided details on the item. Discussion ensued regarding the item.

MOTION DULY MADE BY DUANE CAVE AND SECONDED BY BILL MOORHEAD,

ITEM 13 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, BRIAN PROBOLSKY ALL VOTING 'AYE'.

14. CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE RESERVOIR MANAGEMENT SYSTEMS REPLACEMENT – PHASE III

It is recommended that the Board of Directors approve the Professional Services Agreement with MWH Constructors in the amount of \$642,752; authorize the General Manager or Assistant General Manager to execute the agreement; and to approve amendments up to 10% of the contract value.

Matt Collings and Rod Woods provided information on the item. Discussion ensued regarding the item.

MOTION DULY MADE BY SHERRY WANNINGER AND SECONDED BY DUANE CAVE, ITEM 14 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.

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

15. APPROVAL OF SIDE LETTERS TO EXTEND THE MOU FOR GENERAL & SUPERVISORY UNIT EMPLOYEES AND AWARD A COLA FOR EXEMPT, GENERAL & SUPERVISORY UNIT EMPLOYEES (RESOLUTIONS 21-05, 21-06, 21-07)

It is recommended that the Board of Directors adopt the following resolutions which would extend the MOU for General and Supervisory Unit Employees and award a Cost of Living Adjustment for Exempt, General and Supervisory Unit Employees:

Resolution 21-05 Approving Side Letter Agreement #1 to the Memorandum of Understanding for the Moulton Niguel Water District Employee Association General Unit Employees;

Resolution 21-06 Approving Side Letter Agreement #1 to the Memorandum of Understanding for the Moulton Niguel Water District Employee Association Supervisory Unit Employees; and

Resolution 21-07 Approving the Labor Terms for Exempt Employees

Joone Lopez provided details on the item. Discussion ensued regarding the item.

MOTION DULY MADE BY DONALD FROELICH AND SECONDED BY DIANE

RIFKIN, RESOLUTION 21-05 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.

MOTION DULY MADE BY DIANE RIFKIN AND SECONDED BY SHERRY WANNINGER, RESOLUTION 21-06 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.

MOTION DULY MADE BY DUANE CAVE AND SECONDED BY DONALD FROELICH, RESOLUTION 21-07 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.

INFORMATION ITEMS:

16. MONTHLY FINANCIAL REPORT

Trevor Agrelius provided the Monthly Financial Report.

17. FISCAL YEAR 2021-22 BUDGET – CORE FUNCTIONAL AREAS AND KEY OBJECTIVES

Matt Collings provided updates on the item.

18. FY 2021-22 BUDGET UPDATE - WHOLESALE WATER PURCHASES

Johnathan Cruz presented the item. Discussion ensued regarding the item.

19. LEGISLATIVE UPDATE

Jose Solorio presented the item to the Board. Discussion ensued regarding the item.

20. DISTRICT MEMBERSHIPS OVERVIEW

Joone Lopez presented the item. Discussion ensued regarding the item.

PRESIDENT'S REPORT:

21. APPOINTING A REPRESENTATIVE AND AN ALTERNATE TO INDEPENDENT SPECIAL DISTRICT SELECTION COMMITTEE (ISDOC) (RESOLUTION 21-08)

It is recommended that the Board of Directors approved the resolution entitled,

"Appointing a Representative and an Alternate to Independent Special District Selection Committee (IDSOC)".

MOTION DULY MADE BY DONALD FROELICH AND SECONDED BY DIANE RIFKIN, ITEM 21 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.

22. APPOINTING A REPRESENTATIVE AND ALTERNATE REPRESENTATIVES TO CALIFORNIA ASSOCIATION OF SANITATION AGENCIES (CASA)
(RESOLUTION 21-09)

It is recommended that the Board of Directors approve the resolution entitled, "Appointing a Representative and Alternate Representatives to California Association of Sanitation Agencies (CASA)".

MOTION DULY MADE BY DONALD FROELICH AND SECONDED BY RICHARD FIORE, ITEM 22 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.

BOARD REPORTS:

President Probolsky stated that the planning session was a good meeting and that the consolidation into the new building is going to be great. President Probolsky also reported that a customer acknowledged our ongoing participation in chamber events.

Director Moorhead stated that he attended the Aliso Viejo Chamber networking event.

Director Cave stated that the South Orange County Economic Coalition is holding their annual Economic Report on 3/12.

Director Rifkin stated that she attended CA Denmark MOU Ceremony on 3/9 and it was a fascinating event.

Director Fiore also attended the CA Denmark MOU ceremony and provided kudos to Matt Collings for his participation in the event. Director Fiore also attended an ACWA webinar.

Director Wanninger stated that she attended the Mission Viejo chamber State of the City, the WACO meeting, and multiple MWDOC and SOCWA meetings.

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

None.

LATE ITEMS: (Appropriate Findings to be Made)

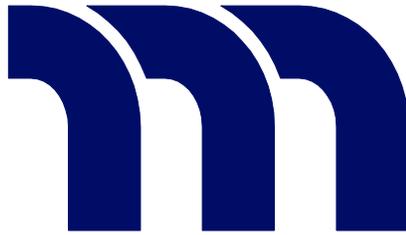
None.

ADJOURNMENT:

The meeting was adjourned at 8:47 p.m.

Respectfully submitted,

Tim Bonita
Recording Secretary



moulton niguel water district

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

March 15, 2021

A Special Meeting of the Board of Directors 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 10:01 a.m. on March 15, 2021. There were present and participating telephonically:

DIRECTORS

Richard Fiore	Director
Donald Froelich	Vice President
Bill Moorhead	Director
Brian Probolsky	President
Sherry Wanninger	Director

Also present and participating were:

STAFF MEMBERS, LEGAL COUNSEL, AND MEMBERS OF THE PUBLIC

Matt Collings	Assistant General Manager
Rod Woods	Director of Engineering
Johnathan Cruz	Director of Financial Planning & Innovation
Gina Hillary	Director of Human Resources
Todd Novacek	Director of Operations
Jose Martinez	Best, Best, & Krieger
Haviva Shane	Best, Best, & Krieger

1. CALL MEETING TO ORDER

The meeting was called to order by President Probolsky at 10:01a.m. President Probolsky 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. PUBLIC COMMENTS

President Probolsky 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. President Probolsky 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.

PRESENTATION ITEMS

3. AB1234 ETHICS TRAINING FOR PUBLIC AGENCIES

Haviva Shane from Best, Best & Krieger provided AB 1234 Ethics Training.

ADJOURNMENT

The meeting was adjourned at 12:10p.m.

Respectfully submitted,

Tim Bonita
Recording Secretary



moulton niguel water district

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

March 19, 2021

A Special Meeting of the Board of Directors 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 10:01 a.m. on March 19, 2021. There were present and participating telephonically:

DIRECTORS

Richard Fiore	Director
Donald Froelich	Vice President
Bill Moorhead	Director
Brian Probolsky	President
Sherry Wanninger	Director

Also present and participating were:

STAFF MEMBERS, LEGAL COUNSEL, AND MEMBERS OF THE PUBLIC

Joone Lopez	General Manager
Matt Collings	Assistant General Manager
Rod Woods	Director of Engineering
Johnathan Cruz	Director of Financial Planning & Innovation
Gina Hillary	Director of Human Resources
Todd Novacek	Director of Operations
Shauna Amon	Best, Best, & Krieger
Jose Martinez	Best, Best, & Krieger

1. CALL MEETING TO ORDER

The meeting was called to order by President Probolsky at 10:01a.m. President Probolsky 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. PUBLIC COMMENTS

President Probolsky 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. President Probolsky 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.

PRESENTATION ITEMS

3. AB1825 SEXUAL HARASSMENT AVOIDANCE TRAINING

Shauna Amon from Best, Best & Krieger provided AB 1925 Sexual Harassment Avoidance Training.

ADJOURNMENT

The meeting was adjourned at 11:55a.m.

Respectfully submitted,

Tim Bonita
Recording Secretary

Reservoir, and increase the available recycled water supply to serve more customers in accordance with the recently completed Recycled Water Optimization Study.

The scope of work for the Recycled Water Pipeline will be to construct: approximately 990 linear feet of 12-inch diameter pipe and related appurtenances, approximately 180 linear feet of 22-inch diameter steel casing within the new bridge deck, and connections to the existing recycled water pipelines located within Muirlands Boulevard and Chrisanta Drive.

The original design for this project was completed in 2011 and scheduled to go to bid for construction in 2012. However, the project was placed on hold by the City due to federal funding constraints. A project agreement between the City of Mission Viejo and the District for the incorporation of the Recycled Water Pipeline into the City's project was authorized by the Board of Directors on September 15, 2011. The term of that project agreement has since expired.

DISCUSSION:

The City of Mission Viejo has elected to re-initiate the project and recently hired D R Consultants & Designers, Inc. (DRC) to finalize the design and prepare construction documents for their widening project.

Staff has been working with District's legal counsel and the City to prepare a new Project Agreement. The Project Agreement outlines the obligations of each agency for inclusion of the Recycled Water Pipeline into the City's construction documents. The Project Agreement is similar to the project agreement approved by the Board of Directors in 2011.

The Project Agreement allows for the District to review the final construction bids and authorize the City to include the construction of the proposed Recycled Water Pipeline in the City's construction contract award. The current engineer's estimate for the Recycled Water Pipeline is \$505,000.

District staff believes that participation with the City's project is the most cost-effective solution for completing the Recycled Water Pipeline within La Paz Road. As such, staff is recommending the Board of Directors approve the Project Agreement between the City of Mission Viejo and the District, and authorize staff to reimburse the City of Mission Viejo for the costs associated with the Recycled Water Pipeline. If the construction costs associated with the Recycled Water Pipeline exceed \$631,250, which is 25% higher than the engineer's estimate of \$505,000, staff will present a subsequent recommendation to the Board of Directors for consideration.

SUMMARY OF PROJECT BUDGET:

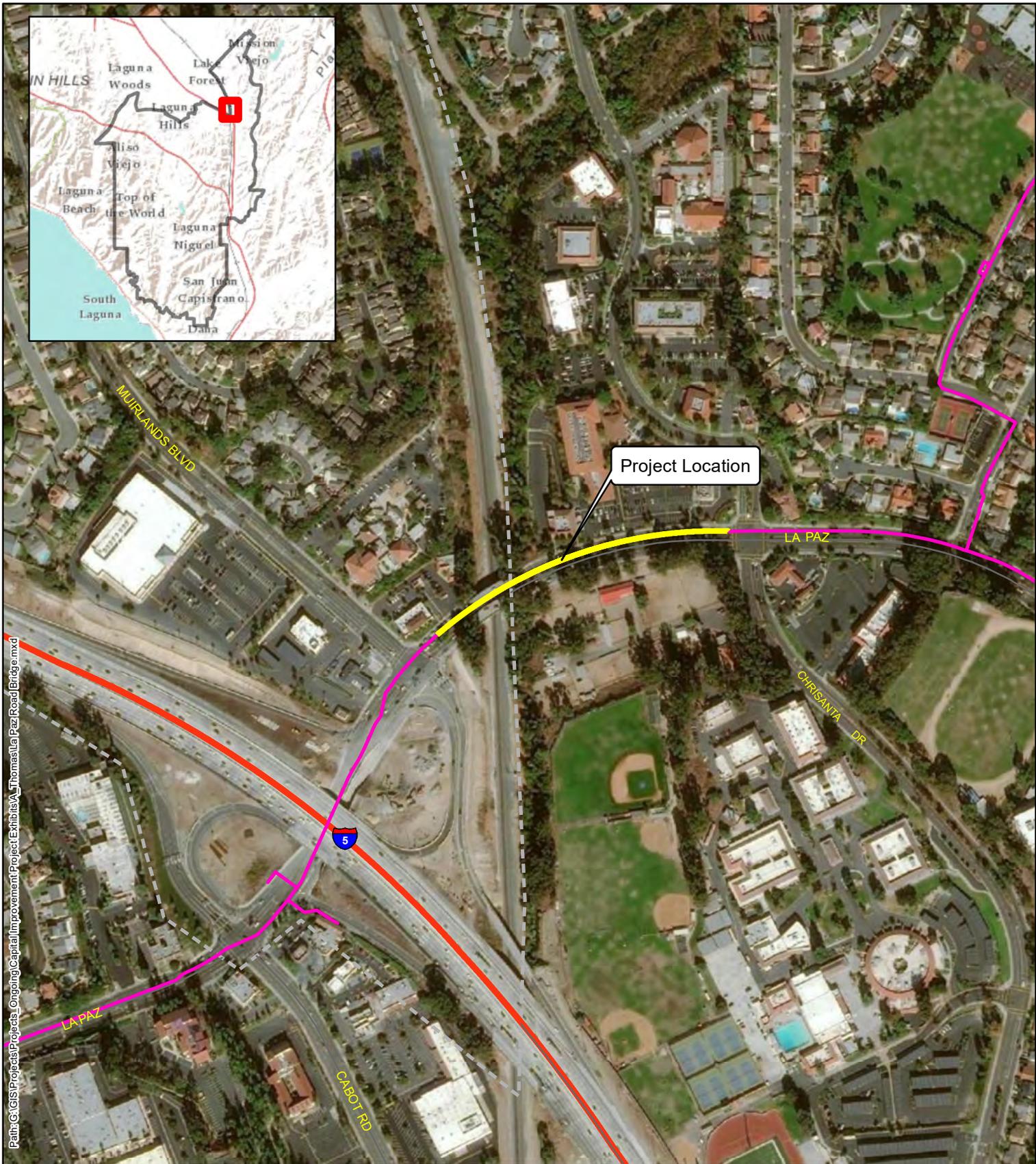
	Project Budget*	Proposed / Approved Contract / Reimbursement	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	\$55,000	\$55,000	\$0	\$55,000
Construction	\$400,000	\$505,000	\$126,250	\$631,250
Legal, Permits, District Labor	\$20,000	\$20,000	\$0	\$20,000
Totals	\$475,000	\$580,000	\$126,250	\$706,250

*\$54,573 has been expended to date.

Currently Proposed Amount

Attachments:

1. Exhibit A – Location Map
2. Exhibit B – Agreement Between City of Mission Viejo and Moulton Niguel Water District for Installation of District Recycled Water Pipeline with the City’s La Paz Widening Project



0 150 300 600 Feet

Scale = 1:4,800

**Exhibit "A" Location Map
La Paz Road Recycled Water Pipeline Bridge Crossing
Contract No. 2010.013**

AGREEMENT BETWEEN CITY OF MISSION VIEJO
AND
MOULTON NIGUEL WATER DISTRICT
FOR
INSTALLATION OF DISTRICT RECYCLED WATER PIPELINE WITH
CITY'S LA PAZ WIDENING PROJECT

This Agreement, hereinafter referred to as "AGREEMENT," is dated and effective the ____ day of _____ 2021 ("Effective Date"), and is by and between the CITY OF MISSION VIEJO, hereinafter referred to as "CITY," and MOULTON NIGUEL WATER DISTRICT, hereinafter referred to as "DISTRICT." CITY and DISTRICT are sometimes referred to in this AGREEMENT individually as "Party," or jointly as "Parties."

INTENT OF THE PARTIES:

1. CITY proposes to construct the widening of La Paz Road from the 1-5 Freeway to Chrisanta, including the bridge over the Metrolink Railroad, hereafter referred to as "PROJECT;"
 2. DISTRICT desires to install a 12-inch recycled water pipeline and appropriate connections and appurtenances within the extents of the PROJECT for purposes of improving DISTRICT's ability to serve recycled water, hereafter referred to as "PIPELINE;"
 3. DISTRICT previously constructed two separate 12-inch recycled water pipelines within La Paz Road on either side of the PROJECT that will connect to the PIPELINE;
 4. CITY and DISTRICT have mutually determined the best course of action is to install the PIPELINE within the PROJECT extents and to incorporate the design and construction of the PIPELINE into CITY's contract for the PROJECT;
 5. The Parties previously entered into an agreement, dated as of December 7, 2011, ("2011 Agreement") which provided for incorporation of design and construction of the PIPELINE into CITY's anticipated contract for the PROJECT. However, the 2011 Agreement has expired. CITY has now elected to re-initiate the PROJECT;
 6. The Parties desire to enter into this AGREEMENT in order to set forth the terms and conditions for incorporation of design and construction of the PIPELINE into CITY's contract for the PROJECT. CITY hereby confirms that it has completed, or shall complete, any new or updated CEQA and NEPA proceedings for the PROJECT which may be necessary due to the passage of time since the date of execution of the now superseded 2011 Agreement; and
 7. The Parties agree that time is of the essence as to all performances required in this AGREEMENT and each agrees to act as quickly as professional standards will allow.
- NOW THEREFORE, IT IS AGREED by and between the Parties as follows:

SECTION I

CITY, IN ADDITION TO ANY OBLIGATIONS AND RESPONSIBILITIES, AND RIGHTS, SET FORTH IN SECTION II AND SECTION III HEREOF, SHALL:

1. Direct CITY's Engineer to reasonably incorporate the design of the PIPELINE into the PROJECT plans and specifications. The PIPELINE design shall, so long as feasible for CITY's design, meet the requirements of DISTRICT's standard specifications and shall be subject to the approval by DISTRICT. CITY shall obtain a design contract amendment from CITY's Engineer for the scope and fee to prepare the design of the PIPELINE, and shall provide to DISTRICT for review and approval. DISTRICT's approval shall not be unreasonably withheld or delayed.
2. Include optional bid items in the PROJECT plans and specifications for the installation of the PIPELINE, including the connections to existing DISTRICT pipelines, relevant appurtenances, and appropriate testing as required under the approved PROJECT plans and specifications for the PIPELINE. Prior to soliciting bids, CITY will provide to DISTRICT, for DISTRICT review and written approval, said plans and specifications, which approval shall not be unreasonably withheld or delayed.
3. Solicit competitive bids for the PROJECT including the PIPELINE and award a construction contract to the lowest responsive and responsible bidder, subject to all applicable laws and regulations, hereinafter referred to as "CONTRACTOR."
4. Prior to award of the contract for the PROJECT, provide a complete set of construction contract documents to DISTRICT which shall identify all sub-contractors, including those who will be suppliers, or accomplish work, with respect to the PIPELINE, as well as line item bid prices for all PROJECT work for the PIPELINE. DISTRICT shall have 30 days from the date of the opening of bids to respond in writing with a final determination regarding whether DISTRICT will proceed with the PIPELINE. If DISTRICT elects not to proceed, the optional bid items for the PIPELINE shall be deleted from the construction contract and DISTRICT shall promptly, within thirty (30) calendar days, pay to CITY all costs related to the PIPELINE being incorporated into the subject documents via paragraphs 1 through 4 of this Section I.
5. Award the construction contract to CONTRACTOR and oversee and administer the construction contract, including those elements of the PROJECT and the construction contract related to the PIPELINE work.
6. Provide shop drawing submittals associated with the PIPELINE for review and approval by DISTRICT. DISTRICT shall review and comment on all shop drawing submittals within 20 calendar days from the date received by DISTRICT.
7. Furnish a representative, who shall be approved in writing by DISTRICT, to perform the usual functions of a CITY inspector, hereinafter referred to as "INSPECTOR," who shall be responsible for monitoring and inspecting CONTRACTOR's performance. CITY, through INSPECTOR, shall provide written notice of when PIPELINE work within the pipe trench and

connections to existing DISTRICT facilities are scheduled at least 72 hours in advance to DISTRICT's "REPRESENTATIVE" (to the extent DISTRICT designates a "REPRESENTATIVE" as such term is defined below in SECTION II.4.)

8. Issue construction Contract Change Orders ("CCO's") as required for the PIPELINE, but only after review and written approval by DISTRICT. DISTRICT's approval shall not be unreasonably withheld or delayed and DISTRICT shall respond to requests for approval in a timely manner, as further set forth in SECTION II.3.

9. Incorporate within the contract documents for the PROJECT a requirement for CONTRACTOR to obtain and keep in full force and effect throughout the duration of PROJECT, for the mutual benefit of DISTRICT and CITY, Commercial General Liability insurance with a limit of at least two million dollars (\$2,000,000) per occurrence with a minimum aggregate of at least four million dollars (\$4,000,000) and Commercial Automobile Liability insurance with a limit of at least one million dollars (\$1,000,000). Said policies shall name DISTRICT and CITY, and each of their elected and appointed officials officers, employees and agents, as additional insureds by separate endorsements, and shall, additionally, contain language providing for waiver of subrogation, that the policies are primary and noncontributing with any insurance that may be carried by the parties, that said insurance may not be cancelled or materially changed except upon 30 calendar days written notice to CITY, and any losses shall be payable notwithstanding any act or failure to act or negligence of DISTRICT and/or CITY. CITY shall also require that worker's compensation benefits are secured by CONTRACTOR as required by law, with a waiver of subrogation endorsement against DISTRICT and CITY. CITY shall also incorporate in the PROJECT contract documents terms for CONTRACTOR's indemnification of DISTRICT, and DISTRICT's elected and appointed officials, officers, employees and agents, which shall be consistent with the CONTRACTOR's indemnity applicable to CITY.

10. Require CONTRACTOR to construct the PIPELINE to the written approval of DISTRICT. CITY shall not accept PROJECT work from CONTRACTOR until DISTRICT reasonably concurs that the PIPELINE construction work has been performed to DISTRICT'S written approval and in accordance with CITY's plans and specifications.

11. Require CONTRACTOR to provide a one (1)year warranty and a warranty bond for the PIPELINE for the benefit of DISTRICT or CITY if CITY deems it necessary. This warranty and bonding requirement is to be stated in the plans and specifications, and contract documents, for the PROJECT.

12. Upon completion of the PIPELINE work and DISTRICT's written acceptance of PIPELINE, provide a final accounting report detailing the bid item costs for the PIPELINE work for review and approval by DISTRICT, which approval shall not be unreasonably withheld, and invoice DISTRICT for the balance of any additional costs incurred by CITY and approved by DISTRICT not otherwise paid for said PIPELINE work. DISTRICT shall pay CITY within 60 calendar days of receipt of said invoice. Failure to pay shall be deemed a material breach of this

AGREEMENT and all past due amounts shall accrue interest at the highest allowable annual interest percentage rate.

13. Upon filing of the Notice of Completion for the PROJECT, CITY shall dedicate the PIPELINE facilities in the form of Exhibit A hereto to the District for DISTRICT to assume ownership of the PIPELINE.

14. Pursuant to Section 895.4 of the Government Code, defend with counsel reasonably approved in writing by DISTRICT, and indemnify and hold and save harmless DISTRICT and its elected and appointed officials, officers, agents and employees, from all liability from loss, damage or injury to persons or property, including any and all legal costs and attorneys' fees, arising out of the unreasonable performance, by CITY, its elected and appointed officials, officers, agents and employees, of CITY's obligations under this AGREEMENT or the contract for the PROJECT.

SECTION II

DISTRICT, IN ADDITION TO ANY OBLIGATIONS AND RESPONSIBILITIES, AND RIGHTS, SET FORTH IN SECTION I AND III, SHALL:

1. Be responsible for the prompt and reasonable review and approval of the design of the PIPELINE based on CITY's Engineer's design request and the contract plans and specifications, and for all CCO's as described in paragraph 3 below for the PROJECT. DISTRICT shall not unreasonably delay the CONTRACTOR in the written approval of work related to the PIPELINE.

2. Be invoiced for the PIPELINE work as CITY'S Engineer prepares and completes the design of the PIPELINE, and CONTRACTOR completes construction of the PIPELINE, in accordance with progress payment terms under the PROJECT contract documents. Upon review and approval, DISTRICT shall pay all such invoices within 30 days of receipt from CITY. Invoices shall include the 10% administrative fee as defined in SECTION II, Part 6.

3. Review and approve CCO's issued by CITY specifically related to the PIPELINE and be solely responsible for all CCO costs pertaining to the PIPELINE. DISTRICT shall not unreasonably withhold consent to such CCO's and DISTRICT shall pay to CITY its share of the cost of such CCO's within 30 days of receipt of a written request for such payment from CITY.

4. At DISTRICT's option and sole discretion, and sole liability, furnish a representative to assist over-seeing installation of the PIPELINE, hereinafter referred to as "REPRESENTATIVE." REPRESENTATIVE and INSPECTOR shall cooperate and consult with each other. Should INSPECTOR and REPRESENTATIVE be unable to reach agreement, the decision of INSPECTOR shall be final, provided the PIPELINE is reasonably constructed to DISTRICT's standards and specifications. Specific inspection for all PIPELINE work by CONTRACTOR within the pipe trench and for all connections to existing facilities owned by

DISTRICT shall be performed to the full satisfaction of DISTRICT, or as applicable, REPRESENTATIVE.

5. Coordinate shutdown of existing DISTRICT pipelines with CONTRACTOR to facilitate connections associated with the PIPELINE. CONTRACTOR will identify a schedule for the PIPELINE and include a proposed outage period to be submitted to CITY and approved in writing by DISTRICT, which can be extended if required for the work of the PIPELINE, and as approved by INSPECTOR and DISTRICT or as applicable, REPRESENTATIVE.

6. Upon completion of PIPELINE and within 60 calendar days of receipt of an invoice and final accounting report from CITY, DISTRICT shall provide to CITY final payment for PIPELINE work not otherwise paid previously, determined as the sum of 6a, 6b, 6c, and 6d below:

- a. The costs for the design of the PIPELINE to incorporate into the PROJECT plans and specifications.
- b. The actual sum of the line item prices bid for the construction of the PIPELINE as listed in the bid schedule, from CONTRACTOR.
- c. CCO expenses previously approved by DISTRICT's related to work for the PIPELINE and not already paid by DISTRICT, if any, shall be added to the above.
- d. Ten percent (10%) of the actual sum amount determined by the addition to 6a, 6b, and 6c above as an agreed upon amount to reimburse CITY for costs incurred for construction administration, inspection, CEQA, bonds, insurance, scheduling, and other mobilization costs related to PIPELINE.

7. Pursuant to Section 895.4 of the Government Code, defend with counsel reasonably approved in writing by CITY, and indemnify and hold and save harmless CITY and its elected and appointed officials, officers, agents and employees, from all liability arising from loss, damage or injury to persons or property, including any and all legal costs and attorney's fees, in any manner arising out of the performance, by DISTRICT, its elected and appointed officials, officers, agents and employees, of DISTRICT's obligations under this AGREEMENT.

8. Upon filing of a Notice of Completion of the PROJECT by CITY accept ownership by a dedication of facilities (Exhibit A) of the PIPELINE.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. The terms and provisions of this AGREEMENT, including the Recitals which are true and correct, and Exhibit A, which are incorporated in this AGREEMENT by this reference, shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

2. This AGREEMENT constitutes the entire agreement between CITY and DISTRICT and supersedes all prior understandings and agreements, if any, between the Parties with respect to the subjects hereof. This AGREEMENT may only be modified in a writing specifically referencing this AGREEMENT and signed by both Parties hereto.

3. If any part of this AGREEMENT is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

4. The Parties represent and warrant that this AGREEMENT has been duly authorized and executed and constitutes the legally binding obligation of their respective entity enforceable in accordance with its terms. This AGREEMENT may be executed in counterparts, and each counterpart shall be deemed to be an original.

5. All notices or other communications provided for herein shall be in writing and shall be personally served or delivered by United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

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

City of Mission Viejo
City Manager and Public Works Director

Either Party may, by notice to the other Party, designate a different address for notices which shall be substituted for that specified above. Any notice given as provided in this paragraph shall be deemed to have been received, if personally served, as of the date and time of service, or if deposited in the mail as provided above, 48 hours after deposit in the mail.

6. This AGREEMENT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. 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 agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure, Section 394.

7. If DISTRICT breaches any of the covenants or conditions of this AGREEMENT, CITY shall have the right to terminate this AGREEMENT upon 10 days written notice prior to the effective day of termination. DISTRICT may terminate this AGREEMENT at any time with 10 days prior written notice to CITY, provided DISTRICT shall remain responsible for all costs

incurred by CITY for the PIPELINE design, construction and other work incurred prior to the termination and not otherwise paid by DISTRICT as agreed herein, and DISTRICT shall further be and remain responsible for any future PIPELINE costs arising after such termination that cannot otherwise be mitigated under the terms of the contract with CONTRACTOR. All monies due and unpaid shall be paid in full on or before the (30th) thirtieth calendar day after termination. Any notice of termination hereunder by either Party shall be in writing and shall state the date upon which such termination is effective. Notice shall be served as provided in paragraph 5 above.

8. Termination

a. In the event PROJECT construction (as outlined above), is not initiated within four (4) years of the Effective Date of this AGREEMENT, this AGREEMENT will automatically terminate unless extended in writing by mutual agreement of the Parties.

b. In the event CITY is unable to proceed with PROJECT in accordance with the terms and conditions of this AGREEMENT, CITY may terminate this AGREEMENT, with or without cause, upon delivery of 30 days written notice to DISTRICT.

c. Notice of termination shall be in writing and shall state the date upon which such is effective. Notice shall be served as provided in paragraph 5 above.

9. This AGREEMENT is by and between DISTRICT and CITY and is not intended and shall not be construed so as to create, as between DISTRICT and CITY any agency, servant, employee, partnership, joint venture, association or other relationship between DISTRICT and CITY.

10. The failure of DISTRICT or CITY to insist upon strict performance of any of the covenants or conditions of this AGREEMENT shall not be deemed a waiver of any right or remedy that DISTRICT or CITY may have, and shall not be deemed a waiver of any right to require strict performance of all the terms, covenants and conditions of this AGREEMENT thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this AGREEMENT.

11. Should litigation be necessary to enforce any terms, covenants or provisions of this AGREEMENT, each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representative.

(signatures are on the following page)

MOULTON NIGUEL WATER DISTRICT

By _____

Title General Manager

Date: _____

CITY OF MISSION VIEJO

By _____

Title City Manager

Date _____



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** April 8, 2021

FROM: Rod Woods, Director of Engineering
Bryan Hong, Senior Engineer

SUBJECT: Construction Contract Award for the 2020-21 Pressure Reducing Station Rehabilitations

SUMMARY:

Issue: Board action is required to execute a construction contract for the 2020-21 Pressure Reducing Station Rehabilitations, Project Nos. 2020.010 and 2020.011.

Recommendation: It is recommended that the Board of Directors award the construction services contract to T.E. Roberts in the amount of \$97,445; authorize the General Manager or Assistant General Manager to execute the contract; and to approve change orders up to 10% of the contract value.

Fiscal Impact: Project Nos. 2020.010 and 2020.011 are budgeted in Fund 7, Replacement and Rehabilitation with a current combined project budget of \$200,000. The proposed project budget is \$167,190.

Reviewed by Legal: Yes

BACKGROUND:

The District operates and maintains a total of 30 pressure reducing stations (PRS). These PRS are used to convey water from higher pressure zones to lower pressure zones in order to provide operational flexibility. The District's capital improvement program currently includes the rehabilitation of two PRS each fiscal year. The Deerhurst PRS is located near the intersection of Pacific Park Drive and Deerhurst in the City of Aliso Viejo and moves recycled water from the 650 pressure zone to the 450 pressure zone. The Belle Maison PRS is located near the intersection of Pacific Island Drive and Belle Maison in the City of Laguna Niguel and moves potable water from the 920 pressure zone to the 790 pressure zone.

A typical pressure reducing station consists of a below-ground vault that contains a pressure reducing valve, pressure relief valve, isolation valves, and related instrumentation and appurtenances.

These projects include the replacement of the piping, pressure reducing valves, pressure relief valves, isolation valves, pipe supports, access ladders, instrumentation, and appurtenances within each PRS vault. The project also includes pressure washing the interior of the below-ground vaults and coating the new piping and valves.

Construction documents for the project were prepared by Dudek utilizing the on-call engineering services agreement. A categorical exemption was prepared in accordance with State CEQA Guidelines and a Notice of Exemption was filed with Orange County on February 1, 2021.

DISCUSSION:

A request for quotations was issued to five qualified contractors. The District received three quotations for subject contract on March 4, 2021. The table below summarizes the quotations received:

Firm	Quotation
T.E. Roberts	\$97,445
Ferreira Construction	\$102,370
SS Mechanical Construction Corporation	\$128,318
Engineer's Estimate	\$115,000

Staff performed a thorough review of the quotations received and determined that the lowest responsive quotation was from T.E. Roberts, who has performed quality work for the District in the past and is well-qualified to perform this type of work.

SUMMARY OF PROJECT BUDGET:

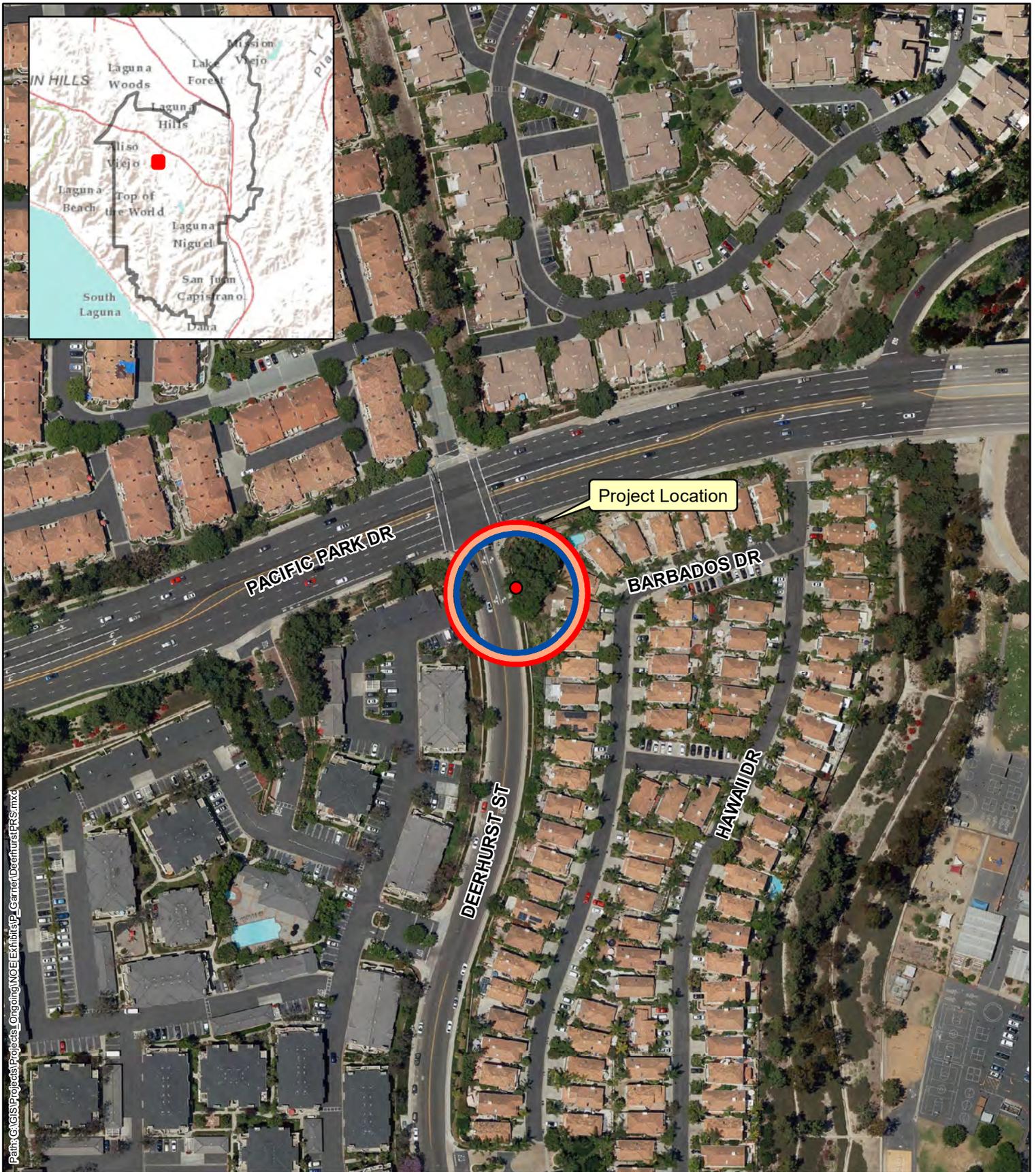
	Project Budget*	Proposed / Approved Contract	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	\$50,000	\$50,000	\$0	\$50,000
Construction Contract	\$140,000	\$97,445	\$9,745	\$107,190
Legal, Permits, District Labor	\$10,000	\$10,000	\$0	\$10,000
Totals	\$200,000	\$157,445	\$9,745	\$167,190

*\$42,662.51 has been expended to date.

 Currently Proposed Amount

Attachments:

1. Exhibit A – Deerhurst PRS Location Map
2. Exhibit B – Belle Maison PRS Location Map
3. Exhibit C – Deerhurst and Belle Maison PRS Photos
4. Exhibit D – Vendor Contact List
5. Exhibit E – Construction Contract for 2020-21 PRS Rehabilitation



Path/CGIS/Projects/Ongoing/NCE/Exhibits/2_Garner/Deerhurst/PRS.mxd



Scale = 1:2,000

**Exhibit "A" Location Map
Deerhurst PRS
2020-21 Pressure Reducing Station Rehabilitations
Contract Nos. 2020.010 & 2020.011**



Path: C:\GIS\Projects\Projects_Ongoing\NOE_ Exhibits\2_ Garner\Belle Maison\PRS.mxd



Scale = 1:2,000

**Exhibit "B" Location Map
 Belle Maison PRS
 2020-21 Pressure Reducing Station Rehabilitations
 Contract Nos. 2020.010 & 2020.011**



Deerhurst PRS
Above-ground



Deerhurst PRS
Inside Vault



Belle Maison PRS
Above-ground



Belle Maison PRS
Inside Vault

**Exhibit "C" Photos
Deerhurst and Belle Maison PRS
2020-21 Pressure Reducing Station Rehabilitations
Contract Nos. 2020.010 & 2020.011**

**MOULTON NIGUEL WATER DISTRICT
CONSTRUCTION CONTRACT
2020-21 PRESSURE REDUCING STATION REHABILITATION
CONTRACT NO. 2020.010 & 2020.011**

1. PARTIES AND DATE.

This Contract is made and entered into on _____ (Effective Date) by and between the Moulton Niguel Water District, a public agency and public corporation of the State of California (“District”) and T. E. Roberts, inc., a corporation with its principal place of business at 306 W. Katella Ave., Suite B, Orange, CA 92867 (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

2.1 District. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing removal and replacement of piping, pressure reducing valves, gate valves, and appurtenances to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of District. The following license classifications are required for this Project: Class “A” License.

2.3 Project. District desires to engage Contractor to render such services for the Belle Maison PRS and Deerhurst PRS (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit “A”)
- Construction Plans (Exhibit “B”)
- Schedule of Work Items (Exhibit “C”)
- Public Works Contractor Registration Certification (Exhibit “D”)
- Payment Bond (Exhibit “E”)
- Performance Bond (Exhibit “F”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “G”)

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the

Contract further described in Exhibit "A" ("Scope of Work" or "Work") attached hereto and incorporated herein by this reference, for a contract price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The Plans and/or Specifications for the Work are further described in Exhibit "B" ("Construction Plans") attached hereto and incorporated herein by this reference. Additional Standard Specifications for Domestic Water, Sewer, and Recycled Water Facilities can be found at <http://www.mnwd.com/standards-specifications/>.

3.2.1 Change in Scope of Work. Any change in the Scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the District. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) work days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the District may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the District may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the District may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) work days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) work days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the

required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the District's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Provisions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract by **June 30, 2022**. Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the District. Such schedules or milestones may be included as part of Exhibit "A", or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the District will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the District as fixed and liquidated damages the sum of Five Hundred Dollars (\$500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor 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, and workers' compensation insurance.

3.6 District's Basic Obligation. District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the District shall pay to Contractor, as full consideration for the

satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. The Total Contract Price shall be **Ninety-Seven Thousand Four Hundred Forty-Five Dollars and No Cents (\$97,445)** ("Total Contract Price") as further detailed in Exhibit "C" ("Schedule of Work Items"), provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, District will arrange for payment of the Total Contract Price upon completion and approval by District of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, District will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the District an itemized application for payment in the format supplied by the District indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. District shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the District, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any

other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any monies withheld by the District to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, and thereafter the District shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the District has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the District.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the District at the time of payment. To the extent that title has not previously been vested in the District by reason of payments, full title shall pass to the District at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the District, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.

3.7.9 Prevailing Wages. 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 Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services 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.

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

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

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "D" prior to contract execution.

3.7.14 Labor Compliance. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

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

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

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage District, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the District and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, District may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. District reserves the right to defend any enforcement action brought against the District for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the

indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the District for the costs (including the District's attorney's fees) associated with, any settlement reached between the District and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by District, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, District will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor 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 Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. District is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing District permits and licenses necessary to perform the Work described herein, including, but not limited to, a District Business License. While Contractor will not be charged a fee for any District permits,

Contractor shall pay the District's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.

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

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material

releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Resolution of Claims. Notwithstanding any other provision herein, all claims shall be resolved pursuant to the claims resolution process set forth in Public Contract Code Section 9204. Furthermore, the resolution of claims of \$375,000 or less shall also comply with the claims resolution procedures set forth in California Public Contract Code §§ 20104, et seq.

3.10.2 Third Party Claims. Pursuant to Public Contract Code Section 9201, the District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. The District is entitled to recover its reasonable costs incurred in providing such notification.

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

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the District may terminate this Contract pursuant to Section 3.17.3; provided, however, that the District needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively,

“Claims”) in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor’s services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor’s indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the District or the District’s agents, servants, or independent contractors who are directly responsible to the District, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District’s choosing and at Contractor’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against District or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District’s attorney’s fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

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

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers’ Compensation and*

Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$5,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* \$5,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the District to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the District, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the District, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) 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 the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, employees, agents and authorized volunteers.

3.13.4 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 the District, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the District guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VII, licensed to do business in California, and satisfactory to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. 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.

3.13.8 Subcontractors. 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.

3.13.9 Reporting of Claims. 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.

3.14 Bond Requirements.

3.14.1 Payment Bond. As required by California Civil Code Section 9550, Contractor shall execute and provide to District concurrently with this Contract a Payment Bond, Exhibit "E", in an amount no less than 100 percent of the Contract value, and in a form provided

by the District. No Work shall be performed by Contractor until the bond has been received and approved by the District.

3.14.2 Performance Bond. As required by District, Contractor shall execute and provide to District concurrently with this Contract a Performance Bond, Exhibit "F", in an amount no less than 100 percent of the Contract value and in a form provided by the District. No Work shall be performed by Contractor until the bond has been received and approved by the District.

3.14.3 Bond Provisions. 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.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the District.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on

behalf of the District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "G" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

3.17 General Provisions.

3.17.1 District's Representative. The District hereby designates its Director of Engineering, or his or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the District ("Contractor's Representative"). Following approval by the District, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the District, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency Work which may

be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the District's written approval.

3.17.3 Termination. This Contract may be terminated by District at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by District for any reason other than the fault of Contractor, District shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset District's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, District may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District's Representative, whose decision shall be binding upon Contractor.

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

3.17.6 Notices. 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:

CONTRACTOR: T. E. Roberts, Inc.
306 W. Katella Ave., Suite B
Orange, CA 92867
Attn: Timothy Roberts

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

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.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. 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.

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

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Orange, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to terminate this Contract without liability.

3.17.14 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to rescind this Contract without liability. For the term of this Contract, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Work.

3.17.15 Certification of License.

3.17.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated in this Contract.

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

3.17.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by written amendment signed by both Parties.

3.17.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.19 District's Right to Employ Other Contractors. District reserves right to employ other contractors in connection with this Project or other projects.

MOULTON NIGUEL WATER DISTRICT:

T. E. ROBERTS, INC.:

By: _____

By: _____
(Authorized Representative of Contractor)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

**SPECIAL PROVISIONS
FOR
MOULTON NIGUEL WATER DISTRICT
2020-21 PRESSURE REDUCING STATION REHABILITATION
CONTRACT NOS. 2020.010 & 2020.011**

SECTION 1 – WORK TO BE PERFORMED BY THE CONTRACTOR

The work to be performed under this contract generally consists of the removal and replacement of piping, pressure reducing valves, gate valves, and appurtenances at two pressure reducing stations (PRS): Belle Maison PRS and Deerhurst PRS, as shown on the construction plans in Appendix A. Work also includes power washing and cleaning the vaults, and painting all piping and equipment within the vaults.

The following shall also apply:

- Contractor shall complete all work as specified within ninety (90) calendar days after the date of the execution of the contract by the District and Notification to Proceed.
- Work hours shall be between 8:00 a.m. and 5:00 p.m. unless otherwise specified by the District.
- For Deerhurst PRS only, the District will shut down the facility for a single forty-eight (48) hour shutdown. Contractor shall be prepared with competent personnel, equipment, and materials to complete the connection work within this timeframe.
- Contractor shall notify the District a minimum of five (5) working days before the time of any proposed shutdown.
- Operation of all valves by District personnel only.
- Contractor shall properly dispose of all demolished materials.
- Contractor shall field measure and verify materials prior to ordering.
- Interior of all pipes and fittings shall be swabbed with a 1-percent hypochlorite solution.

CONSTRUCTION PLANS FOR MOULTON NIGUEL WATER DISTRICT 2020-21 PRESSURE REDUCING STATION REHABILITATION

FEBRUARY 2021

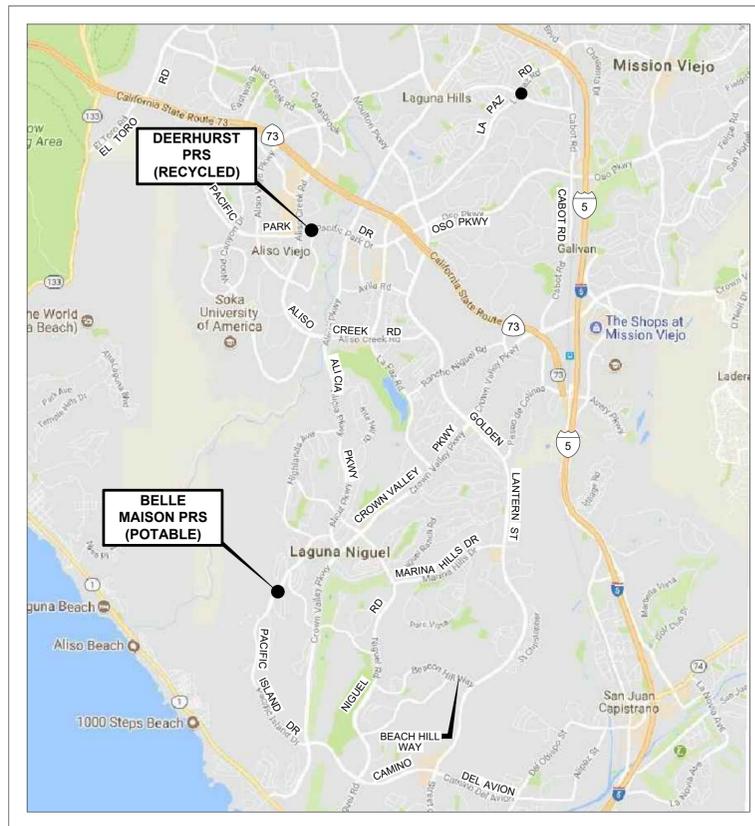
CONTRACT NOs. 2020.010 & 2020.011
BOARD OF DIRECTORS

BRIAN S. PROBOLSKY - PRESIDENT
DUANE D. CAVE - VICE PRESIDENT
DONALD R. FROELICH - VICE PRESIDENT
RICHARD S. FIORE - DIRECTOR
BILL B. MOORHEAD - DIRECTOR
DIANE RIFKIN - DIRECTOR
SHERRY WANNINGER - DIRECTOR

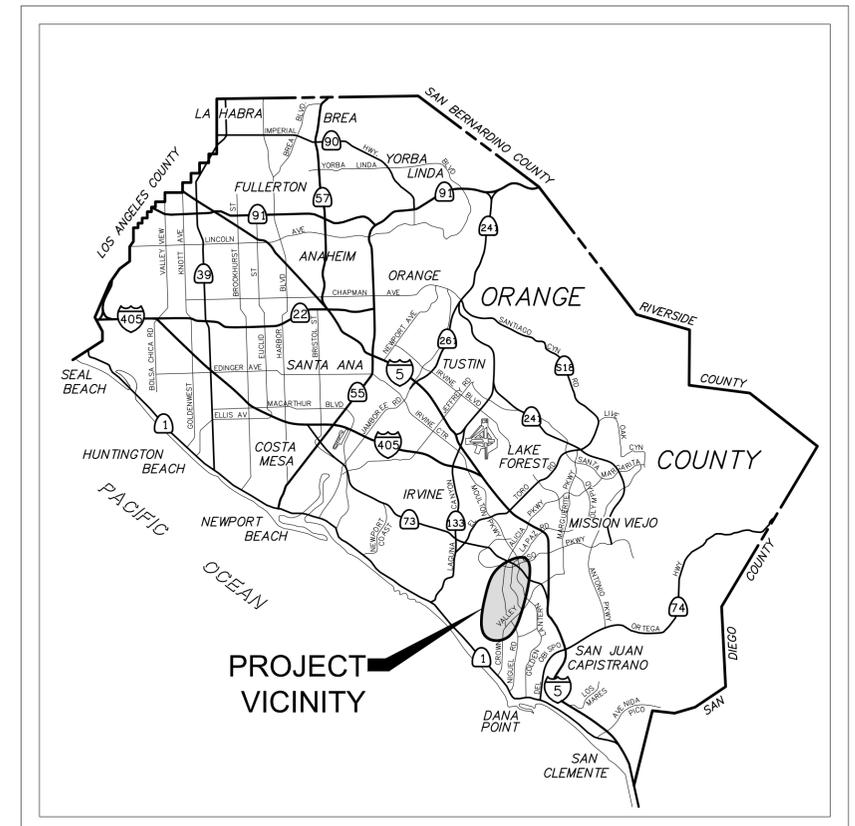
GENERAL MANAGER
JOONE LOPEZ

SHEET INDEX

SHT. NO.	DWG. NO.	DESCRIPTION
1	G-1	TITLE SHEET
2	G-2	GENERAL NOTES
3	M-1	DEERHURST PRS DEMOLITION AND IMPROVEMENTS PLAN
4	M-2	BELLE MAISON PRS DEMOLITION AND IMPROVEMENTS PLAN
5	M-3	DETAILS



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE



P:\101.Engineering\Moulton Niguel\13080 (MSA OM19-20) TO-05 PRS Rehab\G - Design Data\CAD 13080\11304_SHT01_G-1.dwg 01/29/21 11:14am

REV	DESCRIPTION	APPD	DATE



PLANS PREPARED BY:
RUSSELL J. BERGHOLZ, P.E.
DUDEK
605 THIRD STREET
ENCINITAS, CA 92024
PHONE: (760) 479-4174



REVIEWED AND ACCEPTED BY:
Rodney S. Woods
RODNEY S. WOODS R.C.E. 63130 DATE 2-8-21
DIRECTOR OF ENGINEERING

2020-21 PRESSURE REDUCING STATION REHABILITATION	PROJECT NO. 2020.010 & 2020.011
TITLE SHEET	DRAWING NO. G-1
	1 OF 5 SHEETS

MNWD GENERAL CONSTRUCTION NOTES

- THE CONTRACTOR SHALL BE IN POSSESSION OF TWO (2) COPIES OF APPROVED CONSTRUCTION PLANS PRIOR TO STARTING CONSTRUCTION, AND SHALL DEMONSTRATE PROOF OF THIS UPON REQUEST. A PRECONSTRUCTION CONFERENCE OF REPRESENTATIVES FROM AFFECTED AGENCIES AND THE CONTRACTOR SHALL BE HELD ON THE JOB SITE A MINIMUM OF 72 HOURS PRIOR TO START OF WORK.
- THE CONTRACTOR SHALL NOTIFY THE DISTRICT INSPECTION SUPERVISOR AT THE MOULTON NIGUEL WATER DISTRICT AT (949) 795-6759 AT LEAST FIVE WORKING DAYS PRIOR TO CONSTRUCTION FOR INSPECTION.
- THE FACILITY IMPROVEMENTS ARE TO BE INSTALLED BY THE APPLICANT. ALL WORK SHALL CONFORM TO THE DISTRICT'S "STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF POTABLE WATER, SEWER, AND RECYCLED WATER FACILITIES," AS LAST REVISED. THE CONTRACTOR SHALL HAVE A COPY OF THE PLANS AND APPLICABLE STANDARD SPECIFICATIONS ON THE JOB AT ALL TIMES.
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 811 A MINIMUM OF TWO WORKING DAYS PRIOR TO ANY EXCAVATION WORK.
- ALL FACILITY CONNECTIONS, UTILITY CROSSINGS, AND PARALLEL UTILITIES THAT WOULD POTENTIALLY BE IMPACTED BY CONSTRUCTION ACTIVITIES SHALL BE POTHOLED AND FACILITY LOCATIONS AND ELEVATIONS VERIFIED PRIOR TO CONSTRUCTION. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS SHOWN HEREON IS APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF UTILITIES IN THE FIELD TWO WEEKS PRIOR TO CONSTRUCTION AND COORDINATE ALL PHASES OF CONSTRUCTION WITH THE VARIOUS UTILITY COMPANIES INVOLVED. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEANS NECESSARY TO PROTECT THOSE UTILITY FACILITIES NOT SHOWN ON THESE PLANS. AS FIRST ITEM OF WORK, CONTRACTOR SHALL, BEFORE STARTING CONSTRUCTION:
 - PROVIDE POTHOLE PLAN FOR REVIEW AND ACCEPTANCE PRIOR TO POTHOLING
 - POTHOLE ENTIRE PROJECT EXTENTS INCLUDING:
 - ALL POINTS OF CONNECTION
 - ALL CROSSINGS
 - ALL PARALLEL UTILITIES WITHIN 5- FEET OF NEW FACILITY (NOT LESS THAN ONE POTHOLE PER 25- FEET WHERE PARALLEL)
 - SUBMIT POTHOLE REPORT SHOWING TOP, BOTTOM, AND WIDTH OF UTILITY
 - BASED ON POTHOLING RESULTS, IDENTIFY ANY PORTIONS OF THE PROJECT THAT WILL REQUIRE RE-DESIGN.
 - ALLOW 2 WEEKS FOR DISTRICT'S REVIEW AND APPROVAL INCLUDING REVIEW OF ANY REQUIRED RE-DESIGN.
- THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES IN PLACE, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXPENSES ON ANY REPAIR OR APPROVED RELOCATION TO SAID FACILITIES. ANY RELOCATIONS OF EXISTING FACILITIES ARE SUBJECT TO APPROVAL BY DISTRICT STAFF.
- CONSTRUCTION WATER MAY BE TAKEN ONLY AT LOCATIONS APPROVED BY MNWD. RECYCLED WATER, WHERE AVAILABLE, SHALL BE USED FOR ALL BACKFILL, COMPACTION, AND CONSTRUCTION WATER REQUIREMENTS. A CONSTRUCTION METER AND VALVE SHALL BE INSTALLED AT A LOCATION ESTABLISHED BY MNWD. CONTRACTOR WILL BE PROVIDED WITH A 2 1/2" OUTLET. CONTRACTOR WILL BE REQUIRED TO TRANSPORT WATER TO THE CONSTRUCTION SITE FOR USE AS NEEDED. CONTRACTOR SHALL CHECK-OUT A WATER METER FROM THE DISTRICT'S MAIN OFFICE (DEPOSIT REQUIRED) FOR RECYCLED WATER TRACKING PURPOSES. ALL DISTRICT WATER USED ON-SITE SHALL BE PROPERLY METERED WITH A METER OBTAINED FROM THE DISTRICT. THE USE OF JUMPERS IS NOT ALLOWED. METERS MUST BE INSTALLED PRIOR TO OCCUPANCY OF A DWELLING.
- AN ENCROACHMENT PERMIT FROM THE COUNTY OR CITY HAVING JURISDICTION IS REQUIRED PRIOR TO ANY WORK WITHIN PUBLIC RIGHT-OF-WAY OR EASEMENT.
- TRAFFIC CONTROL SHALL BE THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR SHALL SUBMIT PROPOSED TRAFFIC CONTROL PLANS TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO OBTAINING AN ENCROACHMENT PERMIT AND COMMENCING WORK.
- NO FACILITY IS TO BE BACKFILLED UNTIL INSPECTED BY THE DISTRICT.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A 1-FT MINIMUM VERTICAL CLEARANCE FROM EXISTING UTILITIES AND SHALL FOLLOW MINIMUM SEPARATION REQUIREMENTS FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (WHICHEVER IS MORE STRINGENT), AS DEPICTED ON MNWD STANDARD DRAWINGS W-14 FOR NEW POTABLE WATER MAINS, S-11 FOR NEW SEWER MAINS, AND RW-1 FOR NEW RECYCLED WATER MAINS.
- TRENCH BACKFILL FROM THE BOTTOM OF THE TRENCH TO THE AGGREGATE BASE SHALL BE COMPACTED TO NOT LESS THAN 90% RELATIVE DENSITY, AND THE AGGREGATE BASE AND THE TOP 6-INCH OF THE BACKFILL MATERIAL SHALL BE COMPACTED TO 95% RELATIVE DENSITY.
- TUNNELING OF CURBS, GUTTER SIDEWALKS, CROSS-GUTTERS, AND OTHER STRUCTURES WHERE AN AIR VOID MAY BE CREATED WILL NOT BE PERMITTED. JACKING, PUSHING, AND BORING ARE ACCEPTABLE. CONCRETE REPLACEMENT SHALL BE TO THE NEAREST CONSTRUCTION JOINT.
- UPON COMPLETION OF THE WORK, THE CONTRACTOR IS TO PROVIDE MNWD AND THE DEVELOPERS/APPLICANTS ENGINEER WITH AN AS-BUILT SET OF JOB PRINTS WITH TIE-DOWN MEASUREMENTS FOR ALL FACILITY ASSETS AND APPURTENANCES.
- RECORD DRAWINGS SHALL BE SUBMITTED BY THE DEVELOPERS/APPLICANTS ENGINEER TO THE DISTRICT FOR REVIEW AND APPROVAL AT THE CONCLUSION OF CONSTRUCTION ACTIVITIES, AND WILL REFLECT ANY FIELD CHANGES AND INSPECTORS/CONTRACTORS FIELD NOTES.

MNWD GENERAL POTABLE WATER NOTES

- WATER SERVICE MUST BE MAINTAINED TO ALL CUSTOMERS WITHIN THE CONSTRUCTION AREA AT ALL TIMES. IF THE PRIMARY SOURCE OF WATER IS INTERRUPTED, A TEMPORARY SECONDARY SOURCE SHALL BE SUPPLIED BY THE CONTRACTOR AND APPROVED BY THE MOULTON NIGUEL WATER DISTRICT. ANY EXPENDITURES INCIDENTAL THERE TO SHALL BE BORNE BY THE CONTRACTOR.
- SHUT DOWN OF EXISTING POTABLE WATER MAINS SHALL BE SCHEDULED WITH AND PERFORMED BY THE DISTRICT. SCHEDULED SHUTDOWN SHALL BE REQUESTED AT LEAST 5 WORKING DAYS PRIOR TO REQUESTED OUTAGE TO THE DISTRICT.
- DEWATERING OF THE WATER MAIN IS TO BE COORDINATED WITH MNWD STAFF. CONTRACTOR SHALL PUMP WATER INTO WATER TRUCK AND DISCHARGE INTO SEWER MANHOLE IN THE PRESENCE OF THE DISTRICT INSPECTOR.
- ALL NUTS AND BOLTS, INCLUDING VALVES, SHALL BE GRADE 316 STAINLESS STEEL. ALL BURIED FLANGES, VALVES AND FITTINGS SHALL BE WRAPPED WITH 10-MIL POLYETHYLENE SHEET.
- NO TAPS OR OTHER CONNECTIONS SHALL BE MADE TO EXISTING DISTRICT WATER MAINS PRIOR TO CONDUCTING AN APPROVED PRESSURE AND BACTERIOLOGICAL TEST ON THE NEW WATER DISTRIBUTION SYSTEM. TAPPING SLEEVES SHALL BE PRESSURE TESTED IN AN APPROVED MANNER IN THE FIELD IN THE PRESENCE OF THE DISTRICT INSPECTOR, PRIOR TO TAPPING THE MAIN LINE. TAPPING OF THE MAIN LINE SHALL NOT PROCEED UNLESS A DISTRICT INSPECTOR IS PRESENT.
- ALL WATER MAINS SHALL BE REQUIRED TO PASS PRESSURE, LEAKAGE, AND BACTERIOLOGICAL TESTS PER SECTION 15042 OF THE STANDARD SPECIFICATIONS OF THE MOULTON NIGUEL WATER DISTRICT PRIOR TO ACCEPTANCE. A TEMPORARY CONNECTION WILL BE REQUIRED TO FACILITATE THIS TESTING. DISINFECTING OF ALL WATER MAINS SHALL BE PER MNWD SPECIFICATION 15041. ALL WATERLINE TIE-INS SHALL BE MADE IN THE PRESENCE OF AN AUTHORIZED DISTRICT INSPECTOR. ALL CONNECTING PARTS SHALL BE SWABBED WITH A 5% CHLORINE SOLUTION (NSF APPROVED). POTABLE WATER SHALL BE USED TO FILL, PRESSURE TEST, AND DISINFECT WATER MAIN. ALL FLUSHING WATER SHALL BE CONVEYED TO SEWER MANHOLE AN AIR GAP WILL BE REQUIRED, THIS SHALL BE CONDUCTED IN THE PRESENCE OF THE DISTRICT INSPECTOR.

MNWD GENERAL RECYCLED WATER NOTES

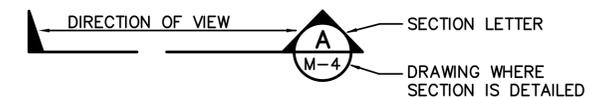
- DESIGN OF ALL OFF-SITE RECYCLED WATER FACILITIES SHALL BE AS SET FORTH UNDER THE RULES AND REGULATIONS FOR USERS OF RECYCLED WATER, AND "POTABLE WATER FACILITIES DESIGN CRITERIA," HEREIN, EXCEPT AS MODIFIED OR EXPANDED UPON IN THE FOLLOWING SECTIONS.
- LOCATION:
 - RECYCLED WATER MAINS SHALL BE LOCATED 6 FEET FROM CURB FACE ON THE OPPOSITE SIDE OF THE STREET OF THE POTABLE WATER MAINS AND SHALL MEET ALL SEPARATION REQUIREMENTS STATED HEREIN.
 - RECYCLED WATER MAINS SHALL HAVE A MINIMUM OF 48 INCHES COVER TO THE ROADWAY SURFACE.
- VALVES:
 - SPACING: ON LONG BLOCKS, INTERMEDIATE VALVES SHALL BE PROVIDED UPON REQUEST OF THE DISTRICT.
- SEPARATION OF RECYCLED WATER FROM SEWER AND POTABLE WATER LINES:
 - THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND STATE OF CALIFORNIA REGULATIONS (TITLE 22, CHAPTER 16 SECTION 64572) SHALL BE FOLLOWED WHEN DESIGNING AND CONSTRUCTING NEW POTABLE WATER, RECYCLED WATER, AND SEWER MAINS. WHEN SWRCB AND DISTRICT STANDARDS CONFLICT, THE MOST STRINGENT REQUIREMENT SHALL APPLY UNLESS OTHERWISE ACCEPTED BY THE DISTRICT.
 - HORIZONTAL SEPARATION
 - THE REGIONAL WATER QUALITY CONTROL BOARD REGULATIONS REQUIRE A 10-FOOT MINIMUM SEPARATION BETWEEN RECYCLED WATER AND SEWER WATER MAINS. HOWEVER, IN SPECIAL SITUATIONS WHERE THERE IS NO ALTERNATIVE BUT TO INSTALL THE MAINS WITH LESS THAN THE REQUIRED SEPARATION, SPECIAL CONSTRUCTION WILL BE REQUIRED AND ACCEPTED ON AN INDIVIDUAL BASIS BY THE DISTRICT.
 - MINIMUM SEPARATION OF POTABLE WATER SERVICE LINE AND A RECYCLED WATER LINE SHALL BE 4 FEET.
 - MINIMUM SEPARATION OF RECYCLED WATER SERVICE LINE AND SEWER LATERAL SHALL BE 5 FEET.
 - RECYCLED WATER LINES ARE NORMALLY LOCATED ON THE OPPOSITE SIDE OF THE STREET FROM THE SEWER OR POTABLE WATER LINE.
 - VERTICAL SEPARATION
 - NORMALLY, POTABLE WATER, RECYCLED WATER, AND SEWER MAINS SHALL BE LOCATED VERTICALLY FROM THE STREET SURFACE IN ORDER OF THE HIGHER QUALITY, I.E., POTABLE WATER SHALL BE ABOVE RECYCLED WATER AND RECYCLED WATER SHALL BE ABOVE SEWER.
 - WHENEVER A CROSSING MUST OCCUR WHERE A RECYCLED WATER MAIN CROSSES WITHIN 1 FOOT BELOW A SEWER OR POTABLE WATER MAIN, SPECIAL CONSTRUCTION WILL BE REQUIRED AND ACCEPTED ON AN INDIVIDUAL BASIS BY THE DISTRICT.
 - THESE CONSTRUCTION REQUIREMENTS SHALL NOT APPLY TO HOUSE LATERALS THAT CROSS PERPENDICULAR LESS THAN 1 FOOT BELOW A PRESSURE WATER MAIN.

ABBREVIATIONS

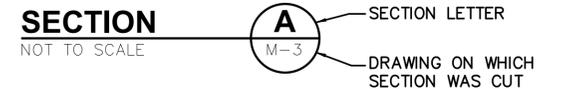
AWWA	AMERICAN WATER WORKS ASSOCIATION
BFV	BUTTERFLY VALVE
CONC	CONCRETE
DEG	DEGREE
DI	DUCTILE IRON
DIA	DIAMETER
DTL	DETAIL
DWG	DRAWING
EX OR EXIST	EXISTING
FLG	FLANGE
FNPT	FEMALE THREADED NATIONAL PIPE THREAD
FRP	FIBERGLASS REINFORCED PLASTIC
MJ	MECHANICAL JOINT
MNWD	MOULTON NIGUEL WATER DISTRICT
NPT	NATIONAL PIPE THREAD
NSF	NATIONAL SANITATION FOUNDATION INTERNATIONAL
PE	PLAIN END
PRS	PRESSURE REDUCING STATION
PVC	POLYVINYL CHLORIDE
STD	STANDARD
STL	STEEL
TYP	TYPICAL

CROSS REFERENCING SYSTEM

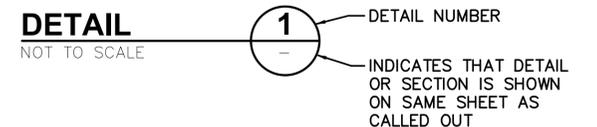
- (1) A SECTION CUT ON A DRAWING IS IDENTIFIED AS FOLLOWS:



- (2) THE SECTION IS IDENTIFIED AS FOLLOWS:



- (3) DETAILS ARE CROSS REFERENCED IN A SIMILAR MANNER TO THAT OF SECTIONS EXCEPT DETAILS ARE ASSIGNED NUMBERS RATHER THAN LETTERS.

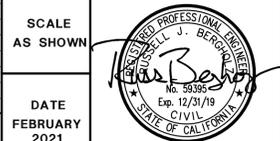


- (4) A SECTION CUT WITHIN A DETAIL AND INCLUDED IN THE SAME DETAIL IS IDENTIFIED AS FOLLOWS:



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REV	DESCRIPTION	APPD	DATE



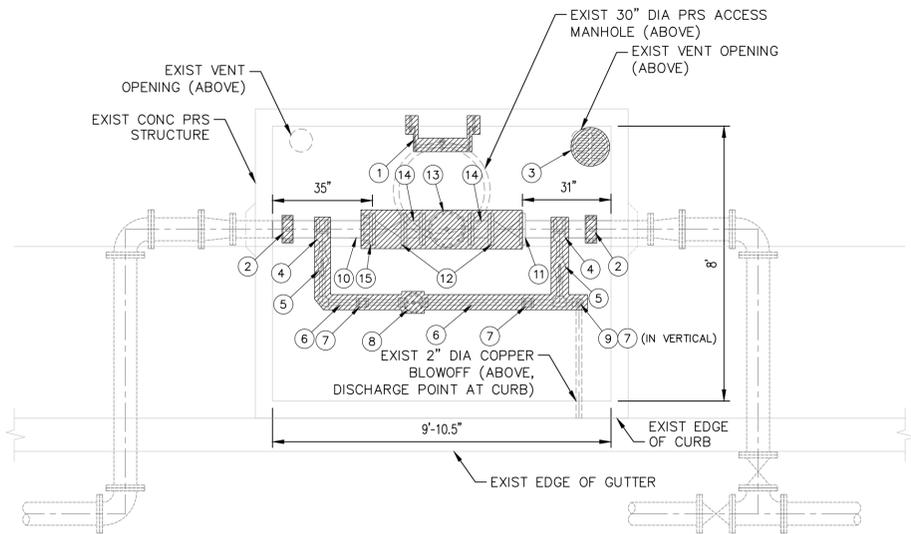
PLANS PREPARED BY:
 RUSSELL J. BERGHOLZ, P.E.
 DUDEK
 605 THIRD STREET
 ENCINITAS, CA 92024
 PHONE: (760) 479-4174



REVIEWED AND ACCEPTED BY:

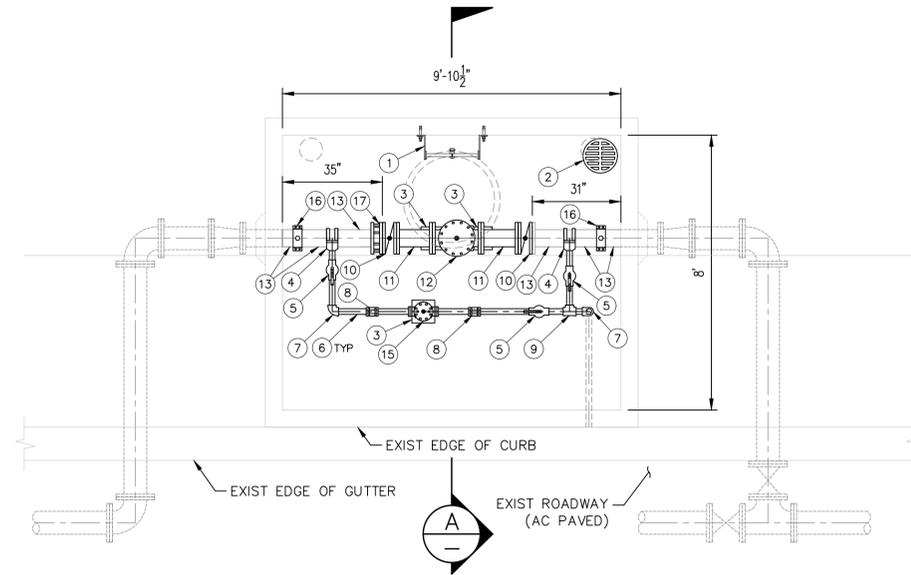
 RODNEY S. WOODS R.C.E. 63130 DATE 2-8-21
 DIRECTOR OF ENGINEERING

2020-21 PRESSURE REDUCING STATION REHABILITATION	PROJECT NO. 2020.010 & 2020.011
GENERAL NOTES	DRAWING NO. G-2
	2 OF 5 SHEETS



EXISTING PRS DEMOLITION PLAN

SCALE: 3/8" = 1'-0"



PRS IMPROVEMENTS PLAN

SCALE: 3/8" = 1'-0"



DEERHURST PRS DEMOLITION NOTES

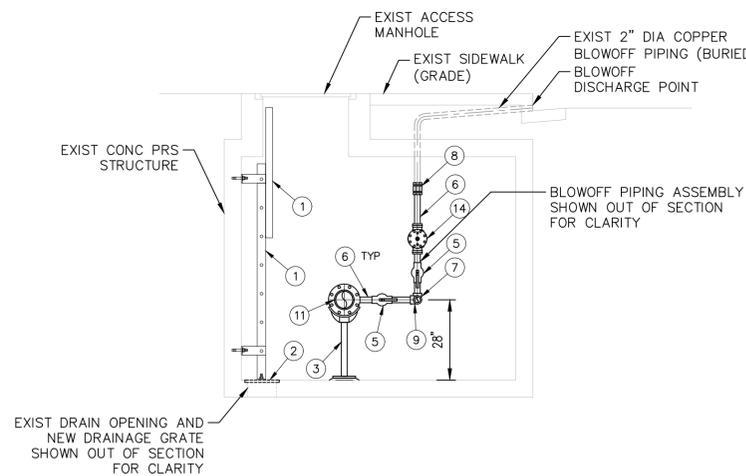
- 1 DEMO EXISTING ACCESS LADDER AND SAFETY POST
- 2 DEMO EXISTING 6" SADDLE TAP AND PRESSURE GAGE ASSEMBLY
- 3 DEMOLISH EXISTING DRAINAGE GRATE
- 4 DEMOLISH EXISTING 6"x2" SADDLE TAP
- 5 DEMOLISH EXISTING 2" BALL VALVE
- 6 DEMOLISH EXISTING 2" COPPER PIPE BYPASS PIPING AND ASSOCIATED FITTINGS
- 7 DEMOLISH EXISTING 2" COUPLING (IN VERTICAL PIPING)
- 8 DEMOLISH EXISTING 2" PRESSURE REDUCING VALVE
- 9 DEMOLISH EXISTING 2" COPPER PIPING (VERTICALLY ALIGNED), INCLUDING EXISTING 2" PRESSURE RELIEF VALVE (CLA-VAL) AND TWO (2) 2" PIPE COUPLINGS LOCATED UPSTREAM AND DOWNSTREAM OF PRESSURE RELIEF VALVE. PROTECT IN PLACE EXISTING 2" COPPER PIPE ABOVE UPPER PIPE COUPLING. SEE REFERENCE PHOTO 2 IN APPENDIX B OF TECHNICAL SPECIFICATIONS.
- 10 PROTECT IN PLACE EXISTING 6" DUCTILE IRON PIPING
- 11 PROTECT IN PLACE EXISTING 6" DUCTILE IRON PIPING AND CONNECTING FLANGE
- 12 DEMOLISH EXISTING 6" GATE VALVE (TOTAL OF 2) & EXISTING PIPE SUPPORT (BELOW, TOTAL OF 2)
- 13 DEMOLISH EXISTING 6" PRESSURE REDUCING VALVE AND ALL ASSOCIATED APPURTENANCES
- 14 DEMOLISH EXISTING 6" DUCTILE IRON PIPE SECTION
- 15 DEMOLISH EXISTING 6" FLANGED COUPLING ADAPTER

DEERHURST PRS IMPROVEMENTS CONSTRUCTION NOTES

- 1 FIBERGLASS REINFORCED PLASTIC FIXED LADDER (SFI TYPE F1 NO EQUAL) WITH INWESCO II LADDER SAFETY ASSISTANT (NO EQUAL). PROVIDE 316 STAINLESS STEEL ANCHOR BOLTS. CONTRACTOR TO VERIFY LADDER LENGTH IN FIELD PRIOR TO CONSTRUCTION.
- 2 FRP DRAINAGE GRATE FOR 12" DIAMETER DRAIN OPENING, CONTRACTOR TO FIELD VERIFY DRAINAGE OPENING FOR NEW GRATE FITMENT
- 3 PIPE SUPPORT PER DETAIL 1 ON DWG M-3
- 4 6"x2" DUCTILE IRON (EPOXY COATED) SERVICE SADDLE WITH STAINLESS STEEL STRAPS, 2" FNPT THREADED OUTLET, PROVIDE 2" INSULATING BUSHING
- 5 2" BRASS BALL VALVE (2-PIECE) WITH LOCKING HANDLE, NPT THREADED
- 6 2" COPPER PIPE
- 7 2" COPPER 90 DEGREE BEND
- 8 2" BRASS UNION, NPT THREADED
- 9 2" COPPER TEE FITTING
- 10 6" DUCTILE IRON AWWA BUTTERFLY VALVE, FLG. PROVIDE GEAR BOX ON SIDE AND OPERATING NUT ORIENTED UPWARD.
- 11 6" DUCTILE IRON PIPE, FLG, FUSION BONDED EPOXY COATED
- 12 6" PRESSURE REDUCING VALVE, FLG, EPOXY COATED, STAINLESS STEEL TRIM, CLA-VAL MODEL 90-01 ABPVKC (NO EXCEPTIONS)
- 13 ABRASIVE BLAST EXISTING DUCTILE IRON PIPE TO SP-10 NEAR WHITE AND REPAINT PER SPECIFICATIONS. PROVIDE NEW HARDWARE FOR CONNECTION TO NEW BUTTERFLY VALVE
- 14 2" PRESSURE RELIEF VALVE, NPT THREADED, EPOXY COATED, STAINLESS STEEL TRIM, CLA-VAL MODEL 50-01 HPVKC (NO EXCEPTIONS)
- 15 2" PRESSURE REDUCING VALVE, FLANGED, EPOXY COATED, STAINLESS STEEL TRIM, CLA-VAL MODEL 90-01 ABPVKC (NO EXCEPTIONS). PROVIDE INSULATING FLANGES
- 16 6"x2" SADDLE TAP WITH 1/4" PRESSURE GAUGE ASSEMBLY PER DETAIL 3, DWG M-3
- 17 6" DUCTILE IRON RESTRAINED FLANGED COUPLING ADAPTER, FUSION BONDED EPOXY COATED, ROMAC RFCA OR APPROVED EQUAL

GENERAL NOTES

1. ALL COPPER PIPE/TUBING, BENDS, TEES, AND FITTINGS SHALL HAVE SOLDER END JOINTS AND SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 15057 UNLESS OTHERWISE INDICATED.
2. ALL BRASS PIPE, NIPPLES, AND FITTINGS SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 15057.
3. ALL PIPING, VALVES, FITTINGS, AND APPURTENANCES SHALL MEET NSF 61 REQUIREMENTS.



PRS IMPROVEMENTS SECTION

SCALE: 3/8" = 1'-0"



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REV	DESCRIPTION	APPD	DATE

SCALE AS SHOWN

DATE FEBRUARY 2021

PLANS PREPARED BY:
 RUSSELL J. BERGHOLZ, P.E.
 DUDEK
 605 THIRD STREET
 ENCINITAS, CA 92024
 PHONE: (760) 479-4174

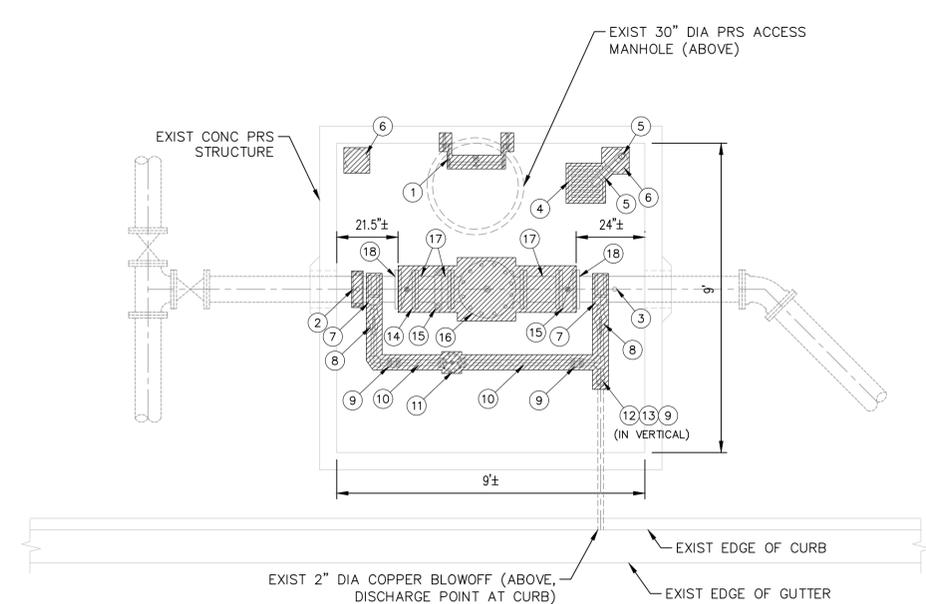


REVIEWED AND ACCEPTED BY:

RODNEY S. WOODS R.C.E. 63130
 DIRECTOR OF ENGINEERING

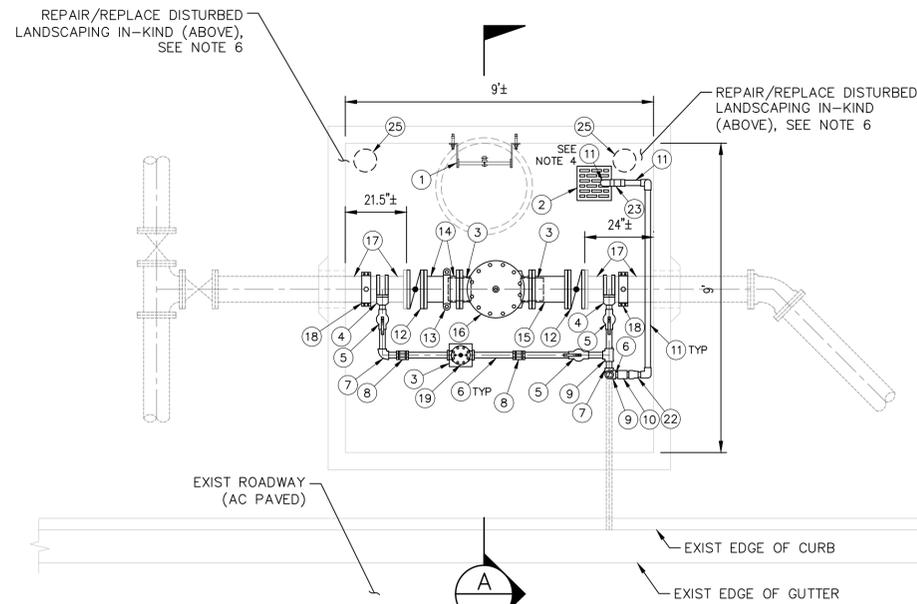
2-8-21 DATE

2020-21 PRESSURE REDUCING STATION REHABILITATION	PROJECT NO. 2020.010 & 2020.011
DEERHURST PRS DEMOLITION & IMPROVEMENTS PLAN	DRAWING NO. M-1
	3 OF 5 SHEETS



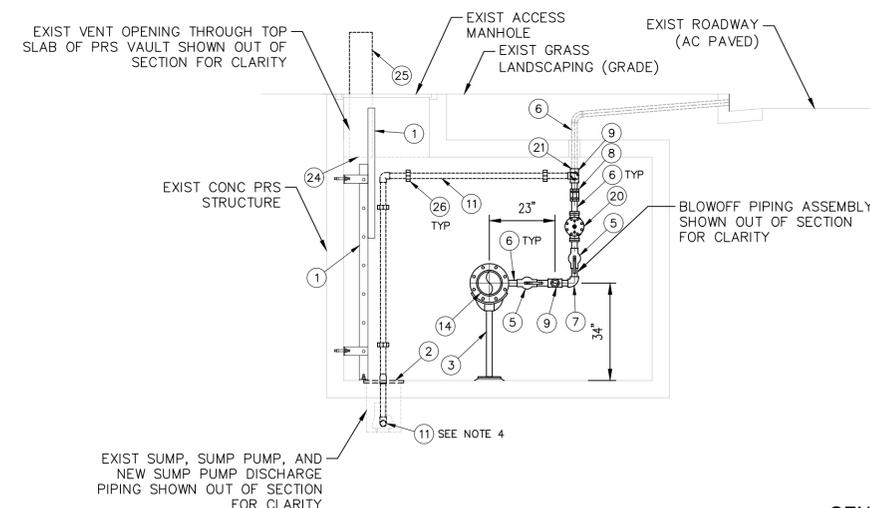
EXISTING PRS DEMOLITION PLAN

SCALE: 3/8" = 1'-0"



PRS IMPROVEMENTS PLAN

SCALE: 3/8" = 1'-0"



PRS IMPROVEMENTS SECTION

SCALE: 3/8" = 1'-0"



BELLE MAISON PRS CONSTRUCTION IMPROVEMENT NOTES

- 1 FIBERGLASS REINFORCED PLASTIC FIXED LADDER (SFI TYPE F1 NO EQUAL) WITH INWESCO II LADDER SAFETY ASSISTANT (NO EQUAL). PROVIDE 316 STAINLESS STEEL ANCHOR BOLTS. CONTRACTOR TO VERIFY LADDER LENGTH IN FIELD PRIOR TO CONSTRUCTION.
- 2 FRP DRAINAGE GRATE FOR 12"x12" SQUARE SUMP OPENING, CONTRACTOR TO FIELD VERIFY SUMP OPENING SIZE FOR NEW GRATE FITMENT
- 3 PIPE SUPPORT PER DETAIL 1 ON DWG M-3
- 4 8"x2" DUCTILE IRON (EPOXY COATED) SERVICE SADDLE WITH STAINLESS STEEL STRAPS, 2" FNPT THREADED OUTLET, PROVIDE 2" INSULATING BUSHING
- 5 2" BRASS BALL VALVE (2-PIECE) WITH LOCKING HANDLE, NPT THREADED
- 6 2" COPPER PIPE
- 7 2" COPPER 90 DEGREE BEND
- 8 2" BRASS UNION, NPT THREADED
- 9 2" COPPER TEE FITTING
- 10 2" TRANSITION COUPLING (PVC TO COPPER), PVC SOCKET X FNPT THREADED
- 11 1-1/2" PVC (SCH 80) PIPING AND FITTINGS
- 12 8" DUCTILE IRON AWWA BUTTERFLY VALVE, FLG. PROVIDE GEAR BOX ON SIDE AND OPERATING NUT ORIENTED UPWARD.
- 13 8" GROOVED END COUPLING, VICTAULIC MODEL 31 OR APPROVED EQUAL
- 14 8" DUCTILE IRON PIPE, GROOVED END X FLG, FUSION BONDED EPOXY COATED
- 15 8" DUCTILE IRON PIPE, FLG, FUSION BONDED EPOXY COATED
- 16 8" PRESSURE REDUCING VALVE, FLG, EPOXY COATED, STAINLESS STEEL TRIM, CLA-VAL MODEL 90-01 ABPVKC (NO EXCEPTIONS)
- 17 ABRASIVE BLAST EXISTING DUCTILE IRON PIPE TO SP-10 NEAR WHITE AND REPAINT PER SPECIFICATIONS. PROVIDE NEW HARDWARE FOR CONNECTION TO NEW BUTTERFLY VALVE. REPAIR GROUT AROUND EXISTING PIPE PENETRATION AT VAULT WALL.
- 18 8" X 3/4" DUCTILE IRON (EPOXY COATED) SERVICE SADDLE WITH 1/4" PRESSURE GAUGE ASSEMBLY. SEE DETAIL 3, DWG M-3
- 19 2" PRESSURE REDUCING VALVE, FLANGED, EPOXY COATED, STAINLESS STEEL TRIM, CLA-VAL MODEL 90-01 ABPVKC (NO EXCEPTIONS). PROVIDE INSULATING FLANGES
- 20 2" PRESSURE RELIEF VALVE, NPT THREADED, EPOXY COATED, STAINLESS STEEL TRIM, CLA-VAL MODEL 50-01 HPVKC (NO EXCEPTIONS)
- 21 SOLDER WELD NEW 2" COPPER TEE FITTING TO EXISTING 2" COPPER PIPING
- 22 1-1/2" X 2" PVC EXPANSION FITTING
- 23 1-1/2" PVC UNION
- 24 WIRE BRUSH CLEAN CONCRETE AROUND VENT OPENING
- 25 REPLACE STEEL VENT TERMINAL IN-KIND. CONTRACTOR TO FIELD VERIFY DIAMETER OF EXISTING VENT OPENING. PROVIDE EPOXY SEAL BETWEEN CONCRETE VENT OPENING AND NEW VENT. SEE REFERENCE PHOTO 4 IN APPENDIX B OF THE TECHNICAL SPECIFICATIONS FOR PHOTO OF EXISTING STEEL VENT TERMINAL.
- 26 PROVIDE HOT-DIPPED GALVANIZED STEEL CHANNEL STYLE PIPE SUPPORTS WITH PIPE CLAMPS EVERY 48" TO SUPPORT 2" PVC PIPE ALONG EXISTING CONCRETE WALL. UNI-STRUT CHANNEL SECTION P1000 WITH PIPE CLAMPS STYLE P1115, OR APPROVED EQUAL. PROVIDE STAINLESS STEEL HARDWARE AND ANCHOR BOLTS.

GENERAL NOTES

1. ALL COPPER PIPE/TUBING, BENDS, TEES, AND FITTINGS SHALL HAVE SOLDER END JOINTS AND SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 15057 UNLESS OTHERWISE INDICATED.
2. ALL BRASS PIPE, NIPPLES, AND FITTINGS SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 15057.
3. ALL PIPING, VALVES, FITTINGS, AND APPURTENANCES SHALL MEET NSF 61 REQUIREMENTS.
4. CONNECT NEW 1.5" PVC (SCH-80) SUMP PUMP DISCHARGE PIPING TO EXISTING SUMP PUMP. MODIFY NEW DRAINAGE GRATE AS NECESSARY TO ACCOMMODATE SUMP PUMP DISCHARGE PIPING
5. ALL PVC PIPING AND FITTINGS SHALL BE SOLVENT WELDED
6. CONTRACTOR IS RESPONSIBLE TO REPAIR/REPLACE ANY LANDSCAPING (AT GRADE) IN-KIND THAT HAS BEEN DISTURBED, DAMAGED, OR REMOVED DURING CONSTRUCTION. SEE REFERENCE PHOTO 3 IN APPENDIX B OF THE TECHNICAL SPECIFICATIONS

BELLE MAISON PRS DEMOLITION NOTES

- 1 DEMO EXISTING ACCESS LADDER AND SAFETY POST
- 2 DEMO EXISTING 8" SADDLE TAP AND PRESSURE GAGE ASSEMBLY
- 3 PROTECT IN PLACE EXISTING PRESSURE GAGE TAP
- 4 DEMOLISH EXISTING DRAINAGE GRATE
- 5 DEMOLISH EXISTING 1.5" PVC SUMP PUMP DISCHARGE PIPING AND ALL ASSOCIATED PVC FITTINGS
- 6 DEMOLISH EXISTING STEEL VENT TERMINAL (ABOVE). SEE SITE PHOTO 4 IN APPENDIX B OF THE TECHNICAL SPECIFICATIONS
- 7 DEMOLISH EXISTING 8"x2" SADDLE TAP
- 8 DEMOLISH EXISTING 2" BALL VALVE
- 9 DEMOLISH EXISTING 2" COUPLING (IN VERTICAL PIPING)
- 10 DEMOLISH EXISTING 2" COPPER BYPASS PIPING AND ASSOCIATED FITTINGS
- 11 DEMOLISH EXISTING 2" PRESSURE REDUCING VALVE
- 12 DEMOLISH EXISTING 2" COPPER PIPING (VERTICALLY ALIGNED), INCLUDING EXISTING 2" PRESSURE RELIEF VALVE (CLA-VAL) AND TWO (2) 2" PIPE COUPLINGS LOCATED UPSTREAM AND DOWNSTREAM OF PRESSURE RELIEF VALVE.
- 13 SAWCUT EXISTING 2" COPPER PIPE DIRECTLY ABOVE EXISTING 2" COPPER TEE FITTING (IN VERTICAL PIPING). DEMOLISH EXISTING 2" COPPER TEE FITTING. WIRE BRUSH CLEAN EXTERIOR SURFACE OF REMAINING EXISTING 2" COPPER PIPE. WIRE BRUSH CLEAN EXISTING CONCRETE AROUND EXISTING 2" COPPER PIPE AT PENETRATION THROUGH CONCRETE ROOF SLAB. SEE REFERENCE PHOTO 5 IN APPENDIX B OF TECHNICAL SPECIFICATIONS
- 14 DEMOLISH EXISTING 8" BUTTERFLY VALVE (TOTAL OF 2) & EXISTING PIPE SUPPORT (BELOW, TOTAL OF 2)
- 15 DEMOLISH EXISTING 8" GROOVED END COUPLING
- 16 DEMOLISH EXISTING 8" PRESSURE REDUCING VALVE AND ALL ASSOCIATED APPURTENANCES
- 17 DEMOLISH EXISTING 8" DUCTILE IRON PIPE SEGMENTS
- 18 PROTECT IN PLACE EXISTING 8" DUCTILE IRON PIPING AND CONNECTING FLANGE

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REV	DESCRIPTION	APPD	DATE

SCALE AS SHOWN

DATE FEBRUARY 2021

PLANS PREPARED BY:
 RUSSELL J. BERGHOLZ, P.E.
 DUDEK
 605 THIRD STREET
 ENCINITAS, CA 92024
 PHONE: (760) 479-4174

REVIEWED AND ACCEPTED BY:

RODNEY S. WOODS R.C.E. 63130
 DIRECTOR OF ENGINEERING

2-8-21
 DATE

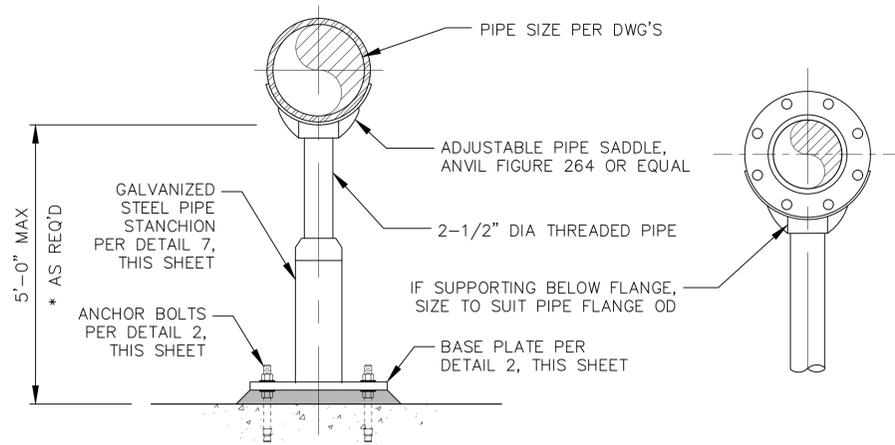
2020-21 PRESSURE REDUCING STATION REHABILITATION

BELLE MAISON PRS DEMOLITION & IMPROVEMENTS PLAN

PROJECT NO. 2020.010 & 2020.011

DRAWING NO. M-2

4 OF 5 SHEETS

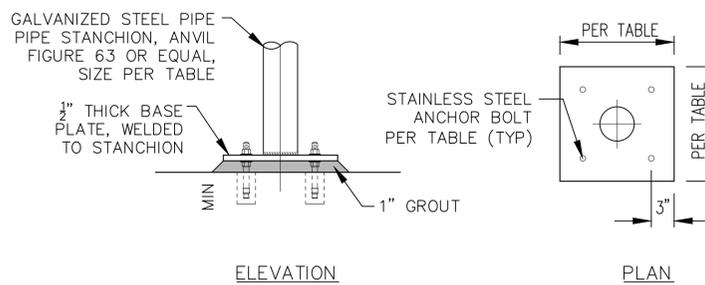


NOTES:

1. ALL PIPE COMPONENTS SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION, WITH THE EXCEPTION OF THE SADDLE AND THREADED STAINLESS STEEL PARTS.

PIPE SUPPORT DETAIL

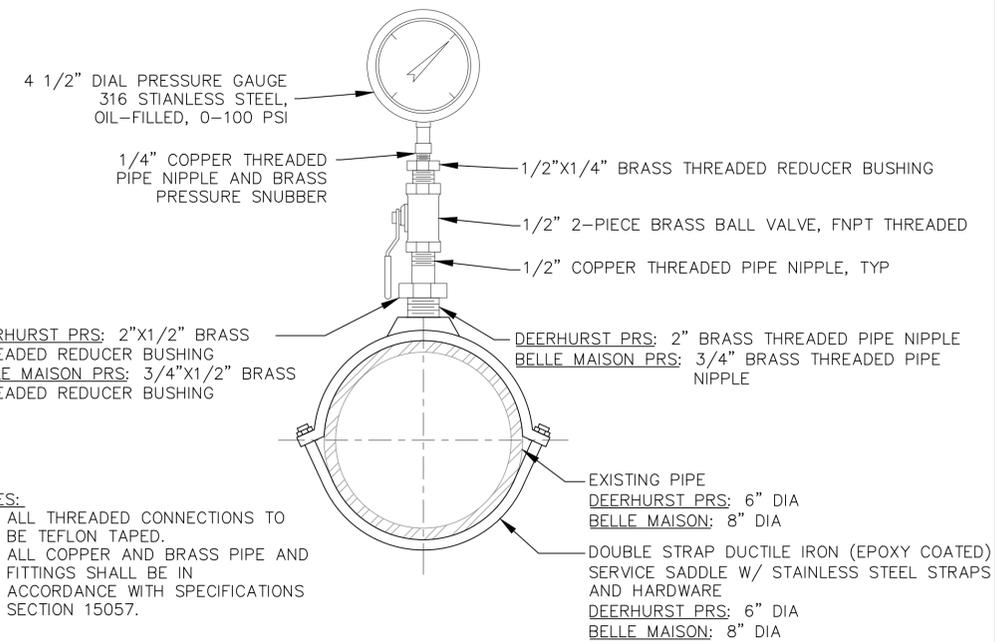
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NOMINAL PIPE SIZE	STL PIPE STANCHION SIZE	ANCHOR BOLT	BASE PLATE
2"	2	1/2"	6"x6"
6"	5	1/2"	10"x10"
8"	5	1/2"	10"x10"

BASE PLATE DETAIL

NOT TO SCALE



NOTES:

1. ALL THREADED CONNECTIONS TO BE TEFLON TAPED.
2. ALL COPPER AND BRASS PIPE AND FITTINGS SHALL BE IN ACCORDANCE WITH SPECIFICATIONS SECTION 15057.

DEERHURST PRESSURE GAUGE ASSEMBLY

NOT TO SCALE



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REV	DESCRIPTION	APPD	DATE

SCALE AS SHOWN

DATE FEBRUARY 2021

PLANS PREPARED BY:
 RUSSELL J. BERGHOLZ, P.E.
 DUDEK
 605 THIRD STREET
 ENCINITAS, CA 92024
 PHONE: (760) 479-4174



REVIEWED AND ACCEPTED BY:

Rodney S. Woods

RODNEY S. WOODS R.C.E. 63130 DATE 2-8-21
 DIRECTOR OF ENGINEERING

2020-21 PRESSURE REDUCING STATION REHABILITATION

DETAILS

PROJECT NO. 2020.010 & 2020.011

DRAWING NO. M-3

5 OF 5 SHEETS

PROPOSAL FOR: 2020-21 PRESSURE REDUCING STATION REHABILITATION
 CONTRACT NOS. 2020.010 & 2020.011

ITEM NO.	APPROX. QTY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
SCHEDULE A: BELLE MAISON PRS					
1	1	LS	Mobilization, Bonds, Insurance, Clean-up, Demobilization	\$4,425.00	\$4,425.00
2	1	LS	Demolish Existing Mechanical Piping, Valves, Ladder, and Appurtenances as shown on Contract Drawing M-2	\$5,470.00	\$5,470.00
3	1	LS	Furnish and Install New Mechanical Piping, Valves, Ladder, and Appurtenances as shown on Contract Drawing M-2	\$35,965.00	\$35,965.00
4	1	LS	Power-Wash and Clean Vault	\$2,410.00	\$2,410.00
5	1	LS	Paint Piping and Equipment	\$2,690.00	\$2,690.00
			Subtotal Schedule A:		\$50,960.00
SCHEDULE B: DEERHURST PRS					
1	1	LS	Mobilization, Bonds, Insurance, Clean-up, Demobilization	\$2,410.00	\$2,410.00
2	1	LS	Demolish Existing Mechanical Piping, Valves, Ladder, and Appurtenances as shown on Contract Drawing M-1	\$5,470.00	\$5,470.00
3	1	LS	Furnish and Install New Mechanical Piping, Valves, Ladder, and Appurtenances as shown on Contract Drawing M-1	\$33,505.00	\$33,505.00
4	1	LS	Power-Wash and Clean Vault	\$2,410.00	\$2,410.00
5	1	LS	Paint Piping and Equipment	\$2,690.00	\$2,690.00
			Subtotal Schedule B:		\$46,485.00
			Total Quotation:		\$97,445.00

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Contractor: _____

DIR Registration Number: _____

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: _____

Name and Title: _____

Dated: _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as “District”) has awarded to T.E. Roberts, Inc., (hereinafter referred to as the “Contractor”) an agreement for 2020-21 Pressure Reducing Station rehabilitation (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 Ninety-Seven Thousand Four Hundred Forty-Five Dollars (\$97,445) 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.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as "District") has awarded to T.E. Roberts, Inc., (hereinafter referred to as the "Contractor") an agreement for 2019-2020 Pressure Reducing Station rehabilitation (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, T.E. Roberts, Inc., 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 Ninety-Seven Thousand Four Hundred Forty-Five Dollars (\$97,445), 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.

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) _____

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

T. E. Roberts, Inc.

By: _____
Signature

Name (Print)

Title (Print)



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** April 8, 2021

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

SUBJECT: Mobile Potable Water Pump Purchase

SUMMARY:

Issue: Board action is required to authorize the purchase of a Quadplex Variable Speed Mobile Pump System.

Recommendation: It is recommended that the Board of Directors approve the purchase of a Quadplex Variable Speed Mobile Pump System for \$150,689.

Fiscal Impact: Sufficient funds are included in the adopted Fiscal Year 2020-2021 Budget.

Reviewed by Legal: Not applicable

BACKGROUND:

The District performs planned capital projects within various potable water pump stations throughout the District's service area, as well experiencing unforeseen emergencies within the potable water distribution system that may require the use of a portable potable water pump. The purpose of this mobile pump is to provide system pressure to the effected portions of the distribution system to minimize the impacts to customers water service, while efforts are being made to return the overall system back to normal operating conditions.

For planned projects, staff has traditionally rented mobile pumping units. However, with the increase in capital improvement projects in the potable water system, purchasing a portable water pumping unit will be more cost effective and time efficient while also reducing the time to reestablish service pressure to our customers during an emergency event.

DISCUSSION:

The proposed pumping unit has a four variable-frequency drive (VFD) Grundfos Pumps that are controlled by a programmable logic controller (PLC) that monitors discharge pressure and will cycle pumps as needed to match demand, up to 750gpm. The unit is electrically driven and can utilize the commercial power from a District facility or from one of the District’s in-house mobile generators.

Staff invited three vendors to participate in the proposal process: Barrett Engineering, Grundfos CBS, Inc., and MuniQuip, LLC. Barrett Engineering was the selected vendor and staff is recommending the purchase of a Quadplex Variable Speed Mobile Pump, in the amount of \$150,689 based on cost, and satisfaction of District’s requirements.

Quotes for Mobile Potable Pumping System		
Company	Description	Cost
MuniQuip, LLC	Trailer Mounted Booster Pump System; Does not include sales tax; Seismic calculations & anchor bolts are not included; Start-up services are an additional charge.	\$153,000.00
Grundfos CBS, Inc.	Mobile Boosting System; Does not include freight charges or start-up and training fees.	\$151,545.00
Barrett Engineered Pumps	Portable Trailer Mounted Booster System; Freight, sales tax, start up, and training is included.	\$150,688.38

Attachment: Exhibit A Mobile Potable Water Pump Photos



**Exhibit "A" Photos
Mobile Potable Water Pump**



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** April 8, 2021

FROM: Lindsey Stuvick, Water Efficiency Manager
Johnathan Cruz, Director of Innovation and Financial Planning

SUBJECT: Authorization of 2021 “Next Level Service” Customer Engagement Plan

SUMMARY:

Issue: The Next Level Service Customer Engagement Plan provides a comprehensive roadmap to implementing customer engagement projects, as well as program and process efficiency solutions, over the next 24 months. Staff recommends approval of a resolution by the Board of Directors authorizing staff to implement the Plan.

Recommendation: It is recommended that the Board of Directors approve the resolution entitled, “Authorizing 2021 “Next Level Service” Customer Engagement Plan”.

Fiscal Impact: Appropriate resources will be included in the proposed FY 2021-22 budget.

Reviewed by Committee: No

Reviewed by Legal: Yes

BACKGROUND:

Under the leadership and direction of the Board of Directors, District staff actively cultivate a workforce culture that prioritizes excellence in customer service and promotes a solutions-oriented mindset focused on innovation, efficiency, data-driven decision-making, and fiscal responsibility. In addition to staffing teams of billing, customer account, and water efficiency representatives, the District has acquired unique talent, including data scientists, economists, and staff specializing in social media, marketing, and customer engagement, to help elevate and refine its customer communications and engagement approach. At Moulton Niguel, staff are encouraged to

exchange ideas, and leverage new technologies, partnerships, and internal skillsets, all with the aim of developing creative solutions that allow staff to function efficiently, while maintaining a high level of service to the District's customers. Over the years, the District's strategy has successfully yielded a number of benefits to customers, including access to 24-hour, in-person phone support, several engagement avenues, including a website and customer portal, and an expansive suite of resources, support services, access to smart technologies, water efficiency programs, and flexible bill pay options.

The District administered a customer communications survey in 2020 with the goal of using customer feedback to gauge performance and to understand customer preferences and interests. Despite the challenging circumstances of the pandemic, the survey found that 95% of respondents were satisfied with the District's performance. That same survey also revealed that customers want notifications about potential leaks and service interruptions, as well as more information about water efficiency incentives and programs offering affordable, easy to maintain solutions that help them create appealing landscapes. Another key finding is that customers largely prefer digital or mobile means of communication and engagement; customers cited email and text messaging as two of their top-ranking communication choices. A majority of respondents stated they would be open to downloading mobile applications and only 2.4% report that they do not own a smart phone.

The outcome of the survey certainly endorses the range of options the District has developed for its customers to engage and utilize District services. It also highlights opportunities for the District to enhance customer service tools for its customers.

DISCUSSION:

The District recognizes that customer needs, as well as communication preferences and technology, evolve over time and that customer service should be responsive and adaptive to meet the needs of families and businesses. Additionally, the global pandemic has fundamentally and profoundly changed communications, revealing multiple engagement opportunities for the District to ensure its customers remain informed and connected, and that programs and services meet customer expectations. Heeding this call to action, the District's customer accounts, water efficiency, communications, data, and information systems teams collaborated on a plan to elevate an already great customer service program to the next level.

The "Next Level Service" Customer Engagement Plan provides a comprehensive roadmap to implementing customer engagement projects, as well as program and process efficiency solutions, over the next 3 years. To implement the Next Level Service Plan, staff will undertake efforts to enhance the customer experience under four principal categories summarized below.

Customer Onboarding Communications

- Customer Information & Welcome Packet: Customers will be provided with key information about the District, their account(s), and programs and services in digital and paper formats.

Account and Service Notifications

- Enhanced Leak Alerts: Outreach program to encourage customers with smart meters to sign-up for the customer portal and opt into leak alert notifications.
- Upcoming Payment Reminders: Automated service that would allow customers the option of receiving an e-mail notification about their upcoming payment.
- Electronic Outage Notifications: Integrated approach to use digital, web, and mobile communications technology to inform customers of service outages.

Customer Experience Enhancements

- Payment Plan Proactive Outreach: Proactive, targeted outreach to identified customers apprising them of the District's payment plan options.
- Commercial Enterprise Portal View: Enhanced portal access for commercial customers that provides them with the ability to create custom portfolios, pay multiple bills simultaneously, view aggregate usage, and assign guest access to key account or water managers.
- Portal Sign-In on MNWD Homepage: Effort to integrate portal sign-in button directly into the District's website.

Water Efficiency Programs Enhancements

- Program Participation Surveys: Program to standardize and implement program participation surveys to help staff evaluate and improve programs and services.
- Program Matchmaker Application: Web-based tool to help customers identify the water efficiency rebate or program that best fits their needs and interests.
- Landscape Workshop Update: Strategy to update and diversify landscape workshops offerings and develop workshop to conservation program pathways.
- Water Efficiency Marketplace: Online marketplace in the customer portal for residential customers to browse water-efficient devices and receive instant rebates at the point of sale.
- Conservation Webpages Update: Comprehensive effort to update the water efficiency and education webpages to improve user experience and provided added functionality.

Customer service remains among the highest priorities established by the Board of Directors and this is reaffirmed each year as a part of the District's strategic planning and budget development process. The projects identified above, along with the on-going review and enhancements of existing programs, will allow the District to continue to improve its already outstanding customer service program. The proposed Fiscal Year 2021-2022 budget will include the appropriate and necessary resources to ensure the District can continue to meet the needs of its customers at the level of service expected by the Board of Directors and staff. Therefore, District staff recommend that the Board of Directors adopt a resolution authorizing staff to implement the Next Level Service Plan.

Attachments:

1. Next Level Service Customer Engagement Plan Resolution
2. Next Level Service Handout

RESOLUTION NO. 21-__

**RESOLUTION OF THE BOARD OF DIRECTORS OF
MOULTON NIGUEL WATER DISTRICT
AUTHORIZING 2021 “NEXT LEVEL SERVICE” CUSTOMER ENGAGEMENT
PLAN**

WHEREAS, Moulton Niguel Water District (District) holds paramount that its customers should receive excellent customer service and as a testament to this principle, has greatly expanded its support resources, services, and programs since its formation in 1960; and

WHEREAS, the District cultivates a workforce culture that prioritizes excellence in customer service and promotes a solutions-oriented mindset focused on innovation, efficiency, data-driven decision-making, and fiscal responsibility; and

WHEREAS, the District recognizes that customer needs, as well as communication preferences and technology, evolve over time and that customer service should be responsive and adaptive to meet the needs of families and businesses; and

WHEREAS, the global pandemic has fundamentally and profoundly changed communications, revealing opportunities for the District to explore multiple pathways to ensure customers remain informed, engaged, and that programs and services are easily accessible; and

WHEREAS, our customers increasingly prefer to utilize the internet, computers, smartphones, and other digital devices and applications to access information and government services; and

WHEREAS, the District has expanded its online resources to offer customers information and services that have traditionally been offered in person; and

WHEREAS, the District has an interest in continuing to leverage the latest tools and technologies, and implement critical process efficiency improvements, to enhance its customer programs in a cost-effective manner; and

WHEREAS, the Board of Directors annually reviews its budget and resources to ensure Moulton Niguel customers continue to receive access to popular programs, educational workshops, community events, informational alerts, high quality water and services at the lowest rates possible.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Moulton Niguel Water District does authorizes staff to:

1. Budget appropriate resources to implement the “Next Level Service” Customer Engagement plan (Plan) as attached to this Resolution.
2. Promote the programs and tools developed from the Plan to the District’s customers.

3. Provide regular feedback to the Board of Directors on the Plan implementation and customer response.

APPROVED, SIGNED and ADOPTED this 8th day of April, 2021.

MOULTON NIGUEL WATER DISTRICT

President
MOULTON NIGUEL WATER DISTRICT
and the Board of Directors thereof

Secretary
MOULTON NIGUEL WATER DISTRICT
and the Board of Directors thereof

Next Level Service Plan				Development Timeline		
Category	Project	Description	Development Team(s)	Year 1	Year 2	Year 3
Customer Onboarding Communications	Customer Welcome Packets	Customers will be provided with key information about the District, their account(s), and programs and services in digital and paper formats.	Communications, Customer Accounts, Customer Service Field, Data Team	•		
Account and Service Notifications	Enhanced Leak Alerts	Outreach program to encourage customers with smart meters to sign-up for the customer portal and opt into leak alert notifications.	Water Efficiency, Communications, Customer Accounts, Data Team	•		
	Upcoming Payment Reminders	Automated service that would allow customers the option of receiving an e-mail notification about their upcoming payment.	Customer Accounts, Billing		•	
	Electronic Outage Notifications	Integrated approach to use digital, web, and mobile communications technology to inform customers of service outages.	IT, GIS, Operations, Communications			•
Customer Experience Enhancements	Proactive Payment Plan Outreach	Proactive, targeted outreach to at-risk customers apprising them of the District's payment plan options.	Customer Accounts, Billing, Communications, Data Team	•		
	Commercial Enterprise View	Enhanced portal access for commercial customers that provides them with the ability to create custom portfolios, pay multiple bills simultaneously, view aggregate usage, and assign guest access to key account or water managers.	Customer Accounts, Billing, Water Efficiency, IT		•	
	Portal Sign-In on MNWD Website	Effort to integrate portal sign-in button directly into the District's website.	Customer Accounts, IT			•
Rebate Program Enhancements	Program Participation Surveys	Program to standardize and implement program participation surveys to help staff evaluate and improve programs and services.	Water Efficiency, Communications	•		
	Landscape Workshop Update	Strategy to update and diversify landscape workshops offerings and develop workshop-to-conservation program pathways.	Water Efficiency, Communications		•	
	Program Matchmaker Application	Web-based tool to help customers identify the water efficiency rebate or program that best fits their needs and interests.	Data Team, Water Efficiency, Customer Accounts, IT		• (internal)	• (external)
	Efficiency Marketplace	Online marketplace in the customer portal for residential customers to browse water-efficient devices and receive instant rebates at the point of sale.	Water Efficiency, Customer Accounts, IT, Data Team		•	•
	Conservation Webpage Update	Comprehensive effort to update the water efficiency and education webpages to improve user experience and provided added functionality.	Water Efficiency, Communications, IT			•

RESOLUTION NO. 21- __

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MOULTON NIGUEL WATER DISTRICT
IN SUPPORT OF DIRECTOR CATHY GREEN’S CANDIDACY TO SERVE AS VICE
PRESIDENT OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES FOR
2021-2022**

WHEREAS, Moulton Niguel Water District (“MNWD”) is a California Water District providing water, irrigation, and wastewater collection and treatment services to 170,000 residents in six cities in South Orange County; and

WHEREAS, MNWD is an active member of the Association of California Water Agencies (“ACWA”) and serves as a member of ACWA’s Board of Directors; and

WHEREAS, in addition to representing the public as a member of the Orange County Water District, Director Cathy Green has served the public in a variety of capacities throughout her career, including currently as the Chair of Region 10 of ACWA; and

WHEREAS, in her service as a member of the ACWA Board of Directors, Director Green has distinguished herself as a consensus-builder, a capable advocate, and a credible ambassador among ACWA’s members and the California water industry at large;

NOW, THEREFORE, BE IT RESOLVED, Moulton Niguel Water District hereby endorses Director Cathy Green in her candidacy for ACWA Vice President for the 2021-2022 ACWA Officers Election. Board members and staff are hereby authorized to take the appropriate steps to support Director Green’s candidacy on behalf of the District. The Board supports Director Green’s candidacy for this election, and we respectfully request the consideration and support of our fellow ACWA member agencies.

ADOPTED, SIGNED and APPROVED this 8th day of April, 2021.

President
MOULTON NIGUEL WATER DISTRICT
and the Board of Directors thereof

Secretary
MOULTON NIGUEL WATER DISTRICT
and the Board of Directors thereof

MOULTON NIGUEL WATER DISTRICT
Summary of Financial Results
April 8, 2021

Year to date unaudited results of operations as of February 28, 2021, are summarized below.

Total operating revenues were \$48.6 million for the month ended, which came in at 71% of the budget. Total operating expenses ended at \$49.8 million, which amounted to 61% of the approved budget. Total net income for the period ended was \$0.4 million.

Investment income is negative for the year as of the end of February. That is due to a \$2.4 million unrealized loss based on current market value. The \$1.9 million of realized income from investments this year compares favorably to the \$1.5 million in realized income the District earned last year for the same period. Additionally, the District typically holds investments to maturity, so the unrealized gains and/or losses become a reporting figure.

The District currently has \$4.3 million available in the Water Efficiency Fund for new projects, rebate applications or additional programs. The remaining balance considers \$0.2 million in approved water efficiency program commitments, as well as \$3.3 million in capital spending this fiscal year, and future expected grant reimbursements for the Smart Meter project. The Smart Meter Project accounts for \$2.4 million of the \$3.3 million capital spending for this fund.

The District's total unrestricted cash and investments balance at February 28, 2021, was \$124.8 million, representing a decrease of \$25.0 million since June 30, 2020. This decrease was projected as part of the ten-year cash flow and is primarily due to the execution of the District's capital improvement program to invest in its infrastructure. The District has spent over \$35.5 million on capital projects through February 2021.

Additionally, the District also holds \$3.5 million in cash that is deposited with the District's fiscal agent. The District only has one reserve as required by the bond indentures for the 2015 Revenue Refunding Bonds. The reserve is calculated using ten percent of the outstanding principal remaining on the bonds. The excess funds were moved in March to pay the scheduled debt service payment.

Based on the approved fiscal year 2020-21 Budget, the Board had established a target reserve level of \$69.8 million, and as of the end of this period, the District is meeting those reserve targets. Additionally, the District has \$28.6 million available in the funds designated for capital projects.

Moulton Niguel Water District
All Funds - Budget Comparison Report
Year To Date Totals February 28, 2021

	1	2	3	=3-1	=1/3
Description	Fiscal Year to Date Actuals	Prior Fiscal Year to Date Actuals	Current Year Approved Budget	Current Year Budget Balance	% of Actuals to Budget
ALL FUNDS					
<u>Operating Revenues</u>					
Water Sales	\$ 22,086,012	\$ 20,069,632	\$ 31,438,154	\$ 9,352,142	70%
Recycled Water Sales	4,036,452	3,566,298	5,941,355	1,904,903	68%
Sewer Sales	18,377,074	17,545,693	25,446,037	7,068,964	72%
Water Efficiency	3,936,463	3,052,543	4,587,175	650,713	86%
Other Operating Income	124,234	245,063	1,079,522	955,288	12%
A Total Operating Revenue	48,560,233	44,479,229	68,492,243	19,932,010	71%
<u>Operating Expenses</u>					
Salaries ¹	9,491,360	9,267,414	16,159,959	6,668,599	59%
PERs Employer Contributions	2,016,584	1,679,762	2,999,211	982,627	67%
Defined Contribution 401A ¹	169,181	165,317	294,546	125,365	57%
Education/Certification	36,976	36,268	86,360	49,384	43%
Travel & Meetings	40,631	229,793	116,501	75,870	35%
Recruitment & Employee Relations	8,058	6,806	98,055	89,997	8%
General Services	217,870	232,933	528,874	311,004	41%
Annual Audit	27,370	25,073	55,000	27,630	50%
Member Agencies O&M	304,938	225,318	515,520	210,582	59%
Dues & Memberships	100,323	176,509	208,647	108,324	48%
Election Expenses	-	-	50,000	50,000	0%
Consulting Services	1,377,131	1,665,629	2,922,000	1,544,869	47%
Equipment Rental	32,336	39,891	63,010	30,674	51%
District Fuel	190,669	183,843	330,000	139,331	58%
Insurance - District	379,856	343,120	558,300	178,444	68%
Insurance - Personnel	325,159	318,105	467,638	142,479	70%
Insurance - Benefits ¹	3,037,661	2,553,100	4,050,028	1,012,367	75%
Legal Services - Personnel	4,633	9,314	50,000	45,367	9%
Legal Services - General	114,223	125,950	620,000	505,777	18%
District Office Supplies	330,955	568,705	1,093,053	762,098	30%
District Operating Supplies	528,438	955,552	1,159,250	630,812	46%
Repairs & Maintenance - Equipment	628,669	785,283	1,406,595	777,926	45%
Repairs & Maintenance - Facilities	1,783,301	2,073,721	4,359,324	2,576,023	41%
Safety Program & Compliance Requirements	241,483	277,863	363,787	122,304	66%
Wastewater Treatment	6,625,147	6,398,626	9,374,975	2,749,828	71%
Special Outside Assessments	31,243	27,290	153,967	122,724	20%
Utilities	1,852,281	1,713,580	3,079,533	1,227,252	60%
Water Purchases	19,549,691	17,398,068	28,637,921	9,088,230	68%
Water Efficiency	330,750	830,455	1,850,000	1,519,250	18%
B Total Operating Expenses	49,776,916	48,313,289	81,652,053	31,875,138	61%
A-B Operating Income (Loss)	(1,216,682)	(3,834,060)	(13,159,810)	(11,943,128)	
<u>Non-Operating Revenues (Expenses)</u>					
Property Tax Revenue	17,810,155	16,987,719	30,744,255	12,934,099	58%
Investment Income ²	(473,152)	4,122,158	2,469,486	2,942,639	-19%
Property Lease Income	1,325,356	1,288,441	1,943,911	618,555	68%
Interest Expense	(2,756,011)	(2,726,578)	(4,945,081)	(2,189,070)	56%
Misc. Non-Operating Income (Expense) ³	806,439	611,548	245,312	(561,127)	329%
Capacity and Demand Offset Fees	36,959	127,120	420,384	383,425	9%
C Total Non-Operating Revenue (Expenses)	16,749,746	20,410,408	30,878,267	14,128,521	54%
A-B+C Change in All Funds	\$ 15,533,064	\$ 16,576,348	\$ 17,718,457	\$ 2,185,393	
<u>Other Non Cash Expenses</u>					
Depreciation and amortization	15,136,538	14,294,049	-	(15,136,538)	n/a
D Total Change in Net Position	396,526	2,282,299	17,718,457	17,321,931	

Note: Totals may not sum due to rounding.

1. The District has capitalized \$1,127,777 in salaries and benefits year-to-to date related to time spent on capital projects.
2. Investment income is comprised of realized income of \$1,915,209 and unrealized income (loss) of (\$2,388,361).
3. The District has received \$605,474 this year from the US Bureau of Reclamation for the Smart Meter project.

**Moulton Niguel Water District
All Funds - Budget Comparison Report
Year To Date Totals February 28, 2021
Legal Services - General**

Firm	Water Use		Capital ²	Total
	General ¹	Efficiency ¹		
Alvarado Smith APC	\$ 21,353	\$ -	\$ -	\$ 21,353
Best Best & Krieger LLP	86,447	6,424	15,797	108,668
Total	107,800	6,424	15,797	130,021
Budget Amount	600,000	20,000	-	620,000
Budget Balance	\$ 492,200	\$ 13,577	n/a	\$ 505,777

Note: Totals may not sum due to rounding.

1. Legal Services - General on the previous page is made up of the General balance of \$107,800 and the \$6,424 Water Use Efficiency balance, for a total of \$114,223.
2. Capital legal services represent legal services rendered during construction and are capitalized by the District as part of the project. Each project has a separate budget for legal expenses and those individual budgets are not included as part of this schedule.

Consulting Services - Grant Administration

Firm	YTD	Overall
West Yost Associates	\$ 16,764	\$ 191,097
Grants Received ³	-	(5,190,184)
Totals	\$ 16,764	\$ (4,999,087)

3. The District has received two grants from the US Bureau of Reclamation since the start of the grant administration program, totalling \$1.8 million, and one grant from the California Governor's Office of Emergency Services (Cal-OES) for \$2.8 million for the potable steel reservoir seismic retrofit project. Additionally, the District has received over \$0.7 million in grants from the Metropolitan Water District of Southern California and MWDOC that are not included in this schedule as those grants were received and awarded utilizing internal staff only.

Moulton Niguel Water District
General Fund - Budget Comparison Report
Year To Date Totals February 28, 2021

	1	2	=1-2	=2/1
Description	Approved Budget	Fiscal Year to Date Actuals	Budget Balance	% of Actuals to Budget
GENERAL FUND				
<u>Operating Revenues</u>				
Water Sales	\$ 31,438,154	\$ 22,086,012	\$ 9,352,142	70%
Recycled Water Sales	5,941,355	4,036,452	1,904,903	68%
Sewer Sales	25,446,037	18,377,074	7,068,964	72%
Other Operating Income	1,079,522	124,234	955,288	12%
A Total Operating Revenue	63,905,068	44,623,771	19,281,297	70%
<u>Operating Expenses</u>				
Salaries	14,531,475	8,526,380	6,005,095	59%
PERs Employer Contributions	2,435,595	1,854,772	580,823	76%
Defined Contribution 401A	263,876	152,663	111,213	58%
Education/Certification	80,360	32,266	48,094	40%
Travel & Meetings	65,301	37,748	27,553	58%
Recruitment & Employee Relations	98,055	8,058	89,997	8%
General Services	528,874	217,870	311,004	41%
Annual Audit	55,000	27,370	27,630	50%
Member Agencies O&M	515,520	304,938	210,582	59%
Dues & Memberships	131,147	95,990	35,157	73%
Election Expenses	50,000	-	50,000	0%
Consulting Services	1,449,000	1,003,441	445,559	69%
Equipment Rental	63,010	32,336	30,674	51%
District Fuel	330,000	190,669	139,331	58%
Insurance - District	558,300	379,856	178,444	68%
Insurance - Personnel	436,257	305,743	130,513	70%
Insurance - Benefits	3,731,962	2,794,346	937,616	75%
Legal Services - Personnel	50,000	4,633	45,367	9%
Legal Services - General	600,000	107,800	492,200	18%
District Office Supplies	706,803	235,849	470,954	33%
District Operating Supplies	1,158,250	525,949	632,301	45%
Repairs & Maintenance - Equipment	1,381,595	624,329	757,266	45%
Repairs & Maintenance - Facilities	4,359,324	1,783,301	2,576,023	41%
Safety Program & Compliance Requirements	361,137	240,489	120,648	67%
Wastewater Treatment	9,374,975	6,625,147	2,749,828	71%
Special Outside Assessments	153,967	31,243	122,724	20%
Utilities	3,079,533	1,852,281	1,227,252	60%
Water Purchases	28,637,921	19,549,691	9,088,230	68%
B Total Operating Expenses	75,187,237	47,545,158	27,642,079	63%
A-B Operating Income (Loss)	(11,282,169)	(2,921,387)	(8,360,781)	
<u>Non-Operating Revenues (Expenses)</u>				
Property Tax Revenue	30,744,255	17,810,155	12,934,100	58%
Investment Income	2,464,629	(294,427)	2,759,057	-12%
Property Lease Income	1,943,911	1,325,356	618,555	68%
Misc. Non-Operating Income (Expense)	250,812	134,349	116,463	54%
C Total Non-Operating Revenue (Expenses)	35,403,607	18,975,433	16,428,175	54%
A-B+C Change in General Fund	\$ 24,121,439	\$ 16,054,046	\$ 8,067,393	60%
<u>Other Non Cash Expenses</u>				
Depreciation	-	15,136,538	(15,136,538)	n/a
D Total Change in Net Position	\$ 24,121,439	\$ 917,508	\$ 23,203,931	

Note: Totals may not sum due to rounding.

Moulton Niguel Water District
Water Efficiency Fund - Budget Comparison Report
Year To Date Totals February 28, 2021

	1	2	=1-2	=2/1
Description	Approved Budget	Fiscal Year to Date Actuals	Budget Balance	% of Actuals to Budget
WATER EFFICIENCY FUND				
Projected Operating Revenue				
Water Efficiency	\$ 4,587,175	\$ 3,936,463	\$ 650,713	86%
A Projected Total Operating Revenue	4,587,175	3,936,463	650,713	86%
Projected Operating Expenses				
Labor	2,222,217	1,406,040	816,177	63%
Education/Certification	6,000	4,710	1,290	78%
Travel & Meetings	51,200	2,883	48,317	6%
Dues & Memberships	77,500	4,333	73,167	6%
Consulting Services	1,473,000	373,690	1,099,310	25%
Legal Services	20,000	6,424	13,577	32%
Conservation supplies	387,250	97,594	289,656	25%
Repairs and Maintenance - Equipment	25,000	4,340	20,660	17%
Safety Program & Compliance Requirements	2,650	994	1,656	37%
Water Efficiency	1,850,000	330,750	1,519,250	18%
B Projected Total Operating Expenses	6,114,817	2,231,758	3,883,059	36%
A-B Projected Operating Income (Loss)	(1,527,642)	1,704,704	(3,232,346)	
Projected Non-Operating Revenue				
Demand offset fees	96,079	23,352	72,727	24%
Grants received ¹	-	605,474	(605,474)	n/a
Investment Income	4,857	(19,512)	24,369	-402%
C Projected Total Non-Operating Revenue	100,936	609,313	(508,378)	604%
A-B+C Projected Change in Water Efficiency Fund	\$ (1,426,706)	\$ 2,314,018	\$ (3,740,724)	

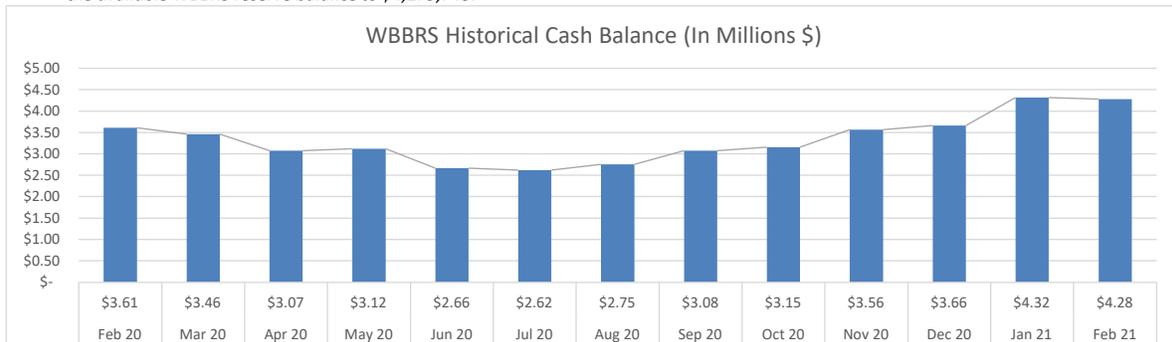
Note: Totals may not sum due to rounding.

1. The District has received \$605,474 from the US Bureau of Reclamation this fiscal year for the Smart Meter project.

Water Efficiency Available Net Position ²

Description	Approved Budget	Fiscal Year to Date Actuals	Budget Balance
Fund Net Position, Beginning of Year	\$ 5,436,059	\$ 5,436,059	\$ 5,436,059
Projected Change in Water Efficiency Fund	(1,426,706)	2,314,018	(3,740,724)
Project Commitments		(212,014)	
Capital Spending	(3,350,000)	(3,258,320)	
Fund Net Position, Year To Date Totals February 28, 2021	\$ 659,353	\$ 4,279,743	

2. In addition to realized expenditures, there is approximately \$212,014 in project commitments, and \$3,258,320 in capital spending, reducing the available WBBRS reserve balance to \$4,279,743.



MOULTON NIGUEL WATER DISTRICT
STATEMENT OF NET POSITION

	(Unaudited)	
	February 28, 2020	June 30, 2020
CURRENT ASSETS:		
Cash and investments	\$ 46,044,413	\$ 40,782,802
Accounts receivables:		
Water and sanitation charges	4,458,746	3,958,988
Property taxes	-	400,257
Grant Reimbursements	166,772	166,772
Other accounts receivable	557,441	1,215,292
Interest receivable	429,257	719,157
Inventory	1,555,312	1,440,862
Prepaid expenses	1,669,726	761,434
TOTAL CURRENT ASSETS	54,881,667	49,445,564
NONCURRENT ASSETS:		
Investments	78,660,033	108,942,276
Restricted cash and investments with fiscal agent	3,542,194	11,373,458
Retrofit loans receivable	463,696	474,808
Lease receivable	15,175,090	15,175,090
Regulated assets	928,671	961,382
Intangible asset - right to use leased asset	1,880,958	1,880,958
Capital assets, net of accumulated depreciation	379,475,466	384,122,951
Capital assets not being depreciated:		
Land	1,091,910	1,091,910
Construction in progress	73,379,580	48,266,048
TOTAL NONCURRENT ASSETS	554,597,598	572,288,881
TOTAL ASSETS	609,479,265	621,734,445
DEFERRED OUTFLOW OF RESOURCES:		
Deferred Charges on Refunding	252,560	317,736
Deferred Items related to Pension	5,559,108	5,559,108
Deferred Items related to OPEB	717,051	717,051
TOTAL DEFERRED OUTFLOW OF RESOURCES	6,528,719	6,593,895
TOTAL ASSETS AND DEFERRED OUTFLOW OF RESOURCES \$	616,007,984	\$ 628,328,340

MOULTON NIGUEL WATER DISTRICT
STATEMENT OF NET POSITION

	(Unaudited)	
	February 28, 2020	June 30, 2020
CURRENT LIABILITIES:		
Accounts payable	\$ 8,766,808	\$ 17,225,841
Interest payable	1,386,161	1,686,771
Unearned Revenue	-	697,186
Compensated absences	1,220,638	1,042,996
Current portion of long-term debt:		
Bonds payable	2,085,000	1,990,000
Certificates of participation	1,215,000	910,000
TOTAL CURRENT LIABILITIES	14,673,607	23,552,794
LONG-TERM LIABILITIES		
Compensated absences	406,879	347,665
Long-term debt:		
Bonds payable	53,095,000	55,180,000
Certificates of participation	62,445,000	63,660,000
Net Pension Liability	22,455,803	22,455,803
Net OPEB Liability	1,275,305	1,275,305
Present value of future lease payments	2,216,088	2,216,088
TOTAL LONG-TERM LIABILITIES	141,894,075	145,134,861
Bond Discount/Premium	13,744,760	14,341,646
TOTAL LIABILITIES	170,312,443	183,029,301
DEFERRED INFLOW OF RESOURCES:		
Deferred Items related to Pension	1,490,997	1,490,997
Deferred items related to OPEB	326,759	326,759
Present value of future lease receipts	15,175,090	15,175,090
TOTAL DEFERRED INFLOW OF RESOURCES	16,992,846	16,992,846
NET POSITION:		
Net investment in capital assets	325,750,491	309,716,709
Restricted for capital projects	40,538	295,848
Unrestricted	102,911,666	118,293,636
TOTAL NET POSITION	428,702,695	428,306,193
TOTAL LIABILITIES, DEFERRED INFLOW OF RESOURCES, AND NET POSITION	\$ 616,007,984	\$ 628,328,340

Note: Totals may not sum due to rounding.

MOULTON NIGUEL WATER DISTRICT
RESTRICTED CASH AND INVESTMENTS WITH FISCAL AGENT
As of February 28, 2021

	Reserve Requirement	(Unaudited) Balance 2/28/2021	Over (Under) Requirement	Balance 6/30/2020	Outstanding Debt Balance 2/28/2021
Restricted Cash and Investments:					
2015 Refunding Bonds Reserve	\$ 657,500	\$ 1,367,971	\$ 710,471	\$ 1,364,449	\$ 6,575,000
2019 Revenue Bonds	-	2,174,223	2,174,223	3,382,611	48,605,000
2019 Certificates of Participation	-	-	-	6,626,398	63,660,000
Total Restricted Trust Accounts	\$ 657,500	\$ 3,542,194	\$ 2,884,694	\$ 11,373,458	\$ 118,840,000

Note: Totals may not sum due to rounding.

FY	Remaining Payoff Schedule		
	Principal	Interest	Totals
2021*	\$ -	\$ 2,483,916	\$ 2,483,916
2022	3,300,000	4,812,831	8,112,831
2023	3,465,000	4,643,706	8,108,706
2024	3,640,000	4,466,081	8,106,081
2025	3,460,000	4,288,581	7,748,581
2026	3,630,000	4,111,331	7,741,331
2027	3,815,000	3,925,206	7,740,206
2028	4,005,000	3,728,806	7,733,806
2029	4,210,000	3,524,331	7,734,331
2030	4,415,000	3,308,706	7,723,706
2031	4,640,000	3,082,331	7,722,331
2032	4,865,000	2,854,581	7,719,581
2033	5,090,000	2,646,406	7,736,406
2034	5,280,000	2,448,097	7,728,097
2035	5,485,000	2,238,513	7,723,513
2036	5,705,000	2,010,088	7,715,088
2037	5,945,000	1,768,925	7,713,925
2038	6,185,000	1,522,738	7,707,738
2039	6,440,000	1,265,613	7,705,613
2040	6,700,000	995,594	7,695,594
2041	2,490,000	819,600	3,309,600
2042	2,565,000	743,775	3,308,775
2043	2,645,000	665,625	3,310,625
2044	2,725,000	585,075	3,310,075
2045	2,805,000	502,125	3,307,125
2046	2,890,000	416,700	3,306,700
2047	2,975,000	328,725	3,303,725
2048	3,065,000	238,125	3,303,125
2049	3,155,000	144,825	3,299,825
2050	3,250,000	48,750	3,298,750
	\$ 118,840,000	\$ 64,619,706	\$ 183,459,706

* Thus far this year the District has made \$5.4M in debt service payments, consisting of \$2.9M in principal and \$2.5M in interest

MOULTON NIGUEL WATER DISTRICT
NET POSITION
As of February 28, 2021

		(Unaudited)		
	Reserve Target	Balance 2/28/2021	Net Change	Balance 6/30/2020
Adopted Reserve Targets ¹				
Designated for Self Insurance Reserve	\$ 250,000	\$ 250,665	\$ 17,263	\$ 233,402
Designated for Rate Stabilization	15,372,127	15,305,727	240,921	15,064,806
Designated for Emergency Reserves	35,300,000	35,300,000	-	35,300,000
Designated for Operating Reserves ²	18,884,259	18,950,659	(29,461,218)	48,411,877
Total Adopted Reserve Targets	\$ 69,806,386	\$ 69,807,051	\$ (29,203,034)	\$ 99,010,085
	FY Capital Budget ⁴			
Designated for Capital Projects ³				
Designated for Replacement and Refurbishment	\$ 41,393,593	18,898,476	\$ 5,360,818	\$ 13,537,658
Designated for Water Supply Reliability	100,000	98,624	89,467	9,157
Designated for Planning and Construction	21,048,504	9,609,812	9,309,135	300,677
Total Designated for Capital Projects	\$ 62,542,097	\$ 28,606,912	\$ 14,759,420	\$ 13,847,492
Other amounts				
Designated for Water Efficiency (WBRS)		\$ 4,497,703	\$ (938,356)	\$ 5,436,059
Restricted for Capital Facilities (Projects)		40,538	(255,310)	295,848
Net Investment in Capital Assets ⁵		325,750,491	16,033,782	309,716,709
Total Other amounts		\$ 330,288,731	\$ 14,840,115	\$ 315,448,616
Total Net Position		\$ 428,702,695	\$ 396,502	\$ 428,306,193

Note: Totals may not sum due to rounding.

1. Board designated balances represent available cash in that fund.

2. General Operating Reserves include the unrestricted, undesignated balance, and other general District accrued cash flows. This amount includes the remaining total cash balance of \$40,669,616.

3. Balances in the Capital Project Funds represent available and designated cash to fund identified CIP projects.

4. FY Budget also includes capital expenses of \$1,690,404 and \$3,350,000 in Funds 1 and 6, respectively, bringing the total CIP budget to \$67,582,501.

5. Net Investment in Capital Assets calculated as follows:

Total capital assets and regulated assets	\$ 455,827,914
Less capital related debt	(118,840,000)
Less: remaining premiums on capital debt	(13,744,760)
Add deferred charges related to debt	252,560
Add leases receivable and regulated assets	16,103,761
Less leases payable and lease deferred outflows	(17,391,178)
Add fiscal agent cash	3,542,194
Total Net Investment in Capital Assets	\$ 325,750,491

**MOULTON NIGUEL WATER DISTRICT
SUMMARY OF DISBURSEMENTS
FOR THE MONTH OF MARCH**

Summary of Disbursements in March:

General Fund Disbursements		5,131,995
<u>Other Fund Disbursements:</u>		
Self Insurance Fund	4,936	
Water Efficiency Fund	403,328	
Replacement & Refurbishment Fund	1,666,302	
Planning & Construction Fund	187,924	
Total Disbursements for all Funds	2,262,490	7,394,486

Detail of Major Expenditures in March:

1. Municipal Water District of Orange County (MWDOC)		
January Water Purchases 1804.7 AF	1,757,636	
January Readiness To Serve	110,911	
January Capacity Charge	33,424	
January SCP and SAC Operation Surcharges	8,360	
January Water\$mart Residential Rebate Programs	3,800	
	1,914,131	1,914,131
2. Irvine Ranch Water District (IRWD)		
FY 20/21 Q1 Baker Water Treatment Plant O&M		459,373
3. Pascal & Ludwig Constructors Inc.		
C#2018023 Southwing Lift Station Auxiliary Generator Replacement, prog pay #'s 1,2, & retention	197,573	
C#2017007 Aliso Creek Lift Station Auxiliary Generator Replacement, prog pay #'s 1, 2, & retention	172,984	
	370,557	370,557
4. Advanced Industrial Services Inc.		
C#2019008 Rehabilitation of Rancho Reservoirs, progress payments #4 & #5		328,178
5. T.E. Roberts Inc.		
Engineering Service Projects at multiple locations		203,830
6. Pacific Hydrotech Corporation		
C#2017022 Regional Lift Station Enhancements, progress payment #8	112,510	
C#2019303 Plant 3A Primary Clarifiers No. 3 & No. 4 Rehabilitation, progress payment #4	48,260	
Plant 3A AWT Backwash Air Pipe Replacement	27,976	
	188,745	188,745
7. OneSource Distributors		
Upgrade Regional Lift VFD Pumps	89,481	
C#2020400 Material for Operational LED Capital Improvement-Waste Water	71,185	
	160,666	160,666
8. SS Mechanical Construction Corporation		
C#2018013 Cabot CIP Flow Control Facility, progress payment #4	71,535	
C#2011028 Paseo de Valencia Lift Station Rehabilitation, retention payment	42,314	
C#2018015 Casa Del Oso Pump Station & Pump #1 Replacement, retention payment	10,281	
	124,131	124,131