

**AGENDA  
IRVINE RANCH WATER DISTRICT  
BOARD OF DIRECTORS  
REGULAR MEETING**

**July 23, 2012**

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER**            5:00 P.M., Board Room, District Office  
15600 Sand Canyon Avenue, Irvine, California

**ROLL CALL**                    Directors Reinhart, LaMar, Swan, Withers and President Matheis

**NOTICE**

If you wish to address the Board on any item, including Consent Calendar items, please file your name with the Secretary. Forms are provided on the lobby table. Remarks are limited to five minutes per speaker on each subject. Consent Calendar items will be acted upon by one motion, without discussion, unless a request is made for specific items to be removed from the Calendar for separate action.

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**COMMUNICATIONS TO THE BOARD**

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1.    A. Written:
- B. Oral: Mrs. Joan Irvine Smith relative to the Dyer Road Wellfield.

2.    **ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

Recommendation: Determine that the need to discuss and/or take immediate action on item(s) introduced come to the attention of the District subsequent to the agenda being posted.

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**PUBLIC HEARING**

**Next Resolution No. 2012-34**

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3.    **SEWER TAXES IN THE NEWPORT NORTH SERVICE AREA**

Recommendation:

1. Open the Hearing.
2. Inquire of the Secretary how the hearing was noticed.
3. Receive and file the affidavit of posting and proof of publication.
4. Request legal counsel to describe the nature of the proceedings.
5. Inquire of the Secretary if there has been any written communications.
6. Hear any person who wishes to speak concerning sewer taxes in the Newport North service area.
7. Board comments/discussion.
8. Close the Hearing, and
9. Adopt a resolution relative to sewer taxes in the Newport North service area.

Reso No. 2012-

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**CONSENT CALENDAR**

**Items 4-11**

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4. MINUTES OF REGULAR BOARD MEETING

Recommendation: That the minutes of the July 9, 2012 Regular Board Meeting be approved as presented.

5. RATIFY/APPROVE BOARD OF DIRECTORS' ATTENDANCE AT MEETINGS AND EVENTS

Recommendation: That the Board ratify/approve the meetings and events for Steven LaMar, Mary Aileen Matheis, Douglas Reinhart, John Withers and Peer Swan.

6. JUNE 2012 FINANCIAL REPORTS

Recommendation: That the Board receive and file the Treasurer's Investment Summary Report and the Monthly Interest Rate Swap Summary for June 2012; approve the June 2012 Summary of Payroll ACH payments in the total amount of \$2,057,520.58, and approve the June 2012 Accounts Payable Disbursement Summary of Warrants Nos. 330491 through 331396, Workers' Compensation distributions, wire transfers, payroll withholding distributions and voided checks in the total amount of \$23,475,752.08.

7. DISTRICT STRATEGIC MEASURES DASHBOARD

Recommendation: That the Board receive and file the Strategic Measures Dashboard and Information items.

8. WELL 78 WELL DRILLING AND WELL EQUIPPING CONTRACT CHANGE ORDER AND FINAL ACCEPTANCE

Recommendation: That the Board authorize the General Manager to execute Contract Change Order No. 4 with Gateway Pacific Contractors in the credit amount of <\$239,524.98>; accept construction of Well 78, project 30351 (1737); authorize the General Manager to file a Notice of Completion; and authorize the release of retention 35 days after filing of the Notice of Completion.

9. EXTERIOR RESERVOIR LADDER IMPROVEMENTS FINAL ACCEPTANCE

Recommendation: That the Board accept construction of the Exterior Reservoir Ladder Improvements Project 11443 (1458); authorize filing of a Notice of Completion; and authorize the payment of the retention 35 days after the date of recording the Notice of Completion.

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**CONSENT CALENDAR**

**Items 4-11**

10. AUGMENTATION OF THE EXISTING PET CONTROL PROGRAM FOR PARK PLACE APARTMENT HOMES

Recommendation: That the Board approve the request to waive the City of Irvine's conditional ban on pets for up to 297 units at the Park Place Apartment Homes, accept \$15,500 in funding to augment the San Joaquin Marsh Feral Animal Monitoring and Trapping Program to include Park Place Apartment Homes, authorize the General Manager to approve pet restriction language in the prospective lease agreements, and to inform the Irvine Company that IRWD reserves the right to rescind the waiver of the conditional ban on pets if the number of units with pets at Park Place exceeds 297 units and/or if animal control becomes an issue in the future and program maintenance costs exceed the designated funding.

11. WATER RESOURCES AND ENVIRONMENTAL COMPLIANCE FISCAL YEAR 2012-13 EXPENDITURE AUTHORIZATIONS

Recommendation: That the Board approve Expenditure Authorizations for Project 11596 (1338) for \$113,300 for the Water Banking Agreements, Project 11368 (1006) for \$157,500 for Water Banking Expansion, Project 11457 (1472) for \$29,200 for Greenhouse Gas Inventory, and Project 11637 (3667) for \$27,500 for the Jackson Ranch Solar Project.

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**ACTION CALENDAR**

12. AUTHORIZATION TO EXECUTE PROPOSITION 84 GRANT FUNDING CONTRACT

Recommendation: That the General Manager be authorized and directed to execute the Proposition 84 integrated regional water management implementation grant funding contract between the Santa Ana Watershed Authority Project and Irvine Ranch Water District in the form presented to this meeting, with non-substantive changes as the General Manager and Legal Counsel may approve.

13. ORANGE PARK ACRES WELL NO. 1 CONSTRUCTION AWARD AND CONSULTANT SELECTION

Recommendation: That the Board approve an Expenditure Authorization in the amount of \$1,872,200; authorize the General Manager to execute a construction contract with Best Drilling and Pump in the amount of \$1,465,170; and authorize the General Manager to execute a Professional Services Agreement in the amount of \$138,745 with Geoscience for construction phase services for the construction of Orange Park Acres Well No. 1, project 11405 (1250).

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**OTHER BUSINESS**

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Pursuant to Government Code Section 54954.2, members of the Board of Directors or staff may ask questions for clarification, make brief announcements, make brief reports on his/her own activities. The Board or a Board member may provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting concerning any matter, or direct staff to place a matter of business on a future agenda. Such matters may be brought up under the General Manager's Report or Directors' Comments.

14. A. General Manager's Report

B. Directors' Comments

C. CLOSED SESSION:

(1) CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Paul Cook and Janet Wells

Employee Organization: Irvine Ranch Water District Employees Association, and

(2) PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government. Code §54957)

Title: Executive Director of Finance

D. Adjourn

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Availability of agenda materials: Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Irvine Ranch 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 in the District's office, 15600 Sand Canyon Avenue, Irvine, California ("District Office"). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available from the District Secretary of the District Office at the same time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during, the meeting, they will be available at the entrance to the Board of Directors Room of the District Office.

The Irvine Ranch Water District Board Room is wheelchair accessible. If you require any special disability-related accommodations (e.g., access to an amplified sound system, etc.), please contact the District Secretary at (949) 453-5300 during business hours at least seventy-two (72) hours prior to the scheduled meeting. This agenda can be obtained in alternative format upon written request to the District Secretary at least seventy-two (72) hours prior to the scheduled meeting.

July 23, 2012

Prepared by: Cheryl Carter

Submitted by: Debby Cherney

Approved by: Paul Cook

## PUBLIC HEARING

### SEWER TAXES IN THE NEWPORT NORTH SERVICE AREA

#### SUMMARY:

On June 25, 2012, the Board adopted Rates and Charges for Fiscal Year 2012-13, which included monthly sewer charges of \$17.20 for a residential single family home and \$12.90 per unit for multiple family dwelling units. The Newport North customers will have the same rate, but the method of collection differs in that they pay their sewer fees on an annual basis by means of the County tax rolls.

By adoption of Resolution No. 1987-45, the Board of Directors elected to have sewer charges for certain parcels of land located in the Newport North area collected on the tax roll together with the District's general taxes. That resolution directs the filing of a report containing a description of these parcels and the corresponding charges for each fiscal year. Staff recommends that the Board conduct a public hearing on the report, as has been done annually since 1987, in compliance with the requirements of the Health and Safety Code of the State of California. The District Secretary has noticed the public hearing to hear objections or protests to the report, if any.

#### OUTLINE OF PROCEEDINGS

- President: Declare this to be the time and place for a hearing on the sewer taxes in the Newport North area, and declare the hearing open. Ask the Secretary how the hearing was noticed.
- Secretary: The report was filed with the Secretary on July 3, 2012 and notice of the filing of the report and the time and place of this hearing was published in the Orange Coast Daily Pilot on July 7 and July 14, 2012. A notice was also posted in the District office on July 5, 2012.
- Board: **RECOMMENDED MOTION:** "RECEIVE AND FILE THE AFFIDAVIT OF POSTING AND THE PROOF OF PUBLICATION PRESENTED BY THE SECRETARY."
- President: Request Legal Counsel to describe the nature of the proceedings.
- Legal  
Counsel: Describe the proceedings.
- President: Inquire of the Secretary whether there have been any written communications.

President: Inquire whether there is anyone present who wishes to address the Board regarding the proposed collection of sewer charges on the tax roll.

President: Inquire whether there are any comments or questions from members of the Board of Directors. State that the hearing will be closed.

Board: **RECOMMENDED MOTION: THAT THE HEARING BE CLOSED AND THAT THE FOLLOWING RESOLUTION BE ADOPTED BY TITLE:**

**RESOLUTION NO. 2012 -**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF IRVINE RANCH WATER DISTRICT ADOPTING  
SEWER TAXES IN THE NEWPORT NORTH SERVICE AREA**

**FISCAL IMPACTS:**

The sewer rates charged in Newport North are the same as any other area within the District, and therefore will be set at the equivalent of \$17.20 per month for residential single family home and \$12.90 per month for multiple family dwelling units for a total FY 2012-13 assessment of \$206.40 or \$154.80. Only the means of collection is different for the customers in Newport North.

**ENVIRONMENTAL COMPLIANCE:**

This item is not a project as defined in the California Environmental Quality Act Code of Regulations, Title 14, Chapter 3, Section 15378.

**FISCAL IMPACTS:**

None.

**COMMITTEE STATUS:**

This is a routine annual item for Board consideration and was not reviewed by a Committee.

**LIST OF EXHIBITS:**

Exhibit "A" – Resolution

## Exhibit "A"

### RESOLUTION NO. 2012-

#### RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE RANCH WATER DISTRICT ADOPTING REPORT OF SEWER CHARGES TO BE COLLECTED ON TAX ROLL

WHEREAS, by Resolution No. 1987-45 adopted August 10, 1987, the Board of Directors of Irvine Ranch Water District ("IRWD") elected to have sewer charges for certain parcels collected on the tax roll each year in the same manner, by the same persons, and at the same time as, together with and not separately from, its general taxes, pursuant to Section 5473 et seq. of the California Health and Safety Code; and

WHEREAS, pursuant to said Resolution, a report has been filed with the Secretary containing a description of such parcels and the corresponding charges for fiscal year 2012-13 and notice was given as required by law of a hearing on the report to be held on Monday, the 23rd day of July, 2012, at the hour of 5:00 p.m. of said day (or as soon thereafter as is reasonably practicable) in the Board of Directors meeting room of IRWD, 15600 Sand Canyon Avenue, Irvine, California; and

WHEREAS, at the time set, the duly noticed public hearing was held and all persons interested were given an opportunity to be heard concerning the report and to submit any objections or protests to the report.

NOW, THEREFORE, the Board of Directors of IRWD does hereby RESOLVE, DETERMINE and ORDER as follows:

Section 1. The Board of Directors hereby determines that protests to the report were not made by the owners of a majority of separate parcels of property described in the report.

Section 2. The Board of Directors hereby adopts the report containing a description of the parcels for which charges for sewer service shall be collected on the tax roll and containing the amount of the charges for each parcel for the fiscal year 2012-13, computed in conformity with the schedule of rates and charges adopted by Resolution No. 2012-26. The report is attached as Exhibit "A" and incorporated herein by this reference. Each charge set forth in Exhibit "A" is hereby determined to be adopted.

Section 3. The Secretary is hereby authorized and directed to endorse on the report a statement that the report was adopted by this Board on July 23, 2012, and to take whatever other action is required by the Auditor of the County of Orange in regard thereto.

Section 4. The Secretary is hereby authorized and directed to file a copy of such report with the Auditor of the County of Orange.

APPROVED, SIGNED and ADOPTED this 23rd day of July, 2012.

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President, IRVINE RANCH WATER DISTRICT  
and of the Board of Directors thereof

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Secretary, IRVINE RANCH WATER DISTRICT  
and of the Board of Directors thereof

APPROVED AS TO FORM;  
BOWIE, ARNESON, WILES & GIANNONE

By \_\_\_\_\_

## ORANGE COUNTY SPECIAL ASSESSMENT REPORT

PARCEL NUMBER	ASSESSMENT AMOUNT								
42734202	206.40	44204208	88,236.00	44204210	206.40	44205210	309.60	44205401	206.40
44205402	206.40	44205403	206.40	44205404	206.40	44205405	206.40	44205406	206.40
44205407	206.40	44205408	206.40	44205409	206.40	44205410	206.40	44205411	206.40
44205412	206.40	44205413	206.40	44205414	206.40	44205415	206.40	44205416	206.40
44205417	206.40	44205418	206.40	44205419	206.40	44205420	206.40	44205421	206.40
44205422	206.40	44205423	206.40	44205424	206.40	44205425	206.40	44205426	206.40
44205427	206.40	44205428	206.40	44205429	206.40	44205430	206.40	44205431	206.40
44205432	206.40	44205433	206.40	44205434	206.40	44205435	206.40	44205436	206.40
44205437	206.40	44205438	206.40	44205439	206.40	44205440	206.40	44205441	206.40
44205442	206.40	44205443	206.40	44205444	206.40	44205445	206.40	44205446	206.40
44205447	206.40	44205448	206.40	44205449	206.40	44205450	206.40	44205451	206.40
44205452	206.40	44205453	206.40	44205454	206.40	44205455	206.40	44205456	206.40
44205457	206.40	44205458	206.40	44205459	206.40	44205460	206.40	44205461	206.40
44205501	206.40	44205502	206.40	44205503	206.40	44205504	206.40	44205505	206.40
44205506	206.40	44205507	206.40	44205508	206.40	44205509	206.40	44205510	206.40
44205511	206.40	44205512	206.40	44205513	206.40	44205514	206.40	44205515	206.40
44205516	206.40	44205517	206.40	44205518	206.40	44205519	206.40	44205520	206.40
44205521	206.40	44205522	206.40	44205523	206.40	44205524	206.40	44205525	206.40
44205526	206.40	44205527	206.40	44205528	206.40	44205529	206.40	44205530	206.40
44205531	206.40	44205532	206.40	44205533	206.40	44205534	206.40	44205535	206.40
44205536	206.40	44205537	206.40	44205538	206.40	44205539	206.40	44205540	206.40
44205541	206.40	44205542	206.40	44205543	206.40	44205544	206.40	44205545	206.40
44205546	206.40	44205547	206.40	44205548	206.40	44205549	206.40	44205550	206.40
44205551	206.40	44205552	206.40	44205553	206.40	44205554	206.40	44205555	206.40
44205556	206.40	44205557	206.40	44205601	206.40	44205602	206.40	44205603	206.40
44205604	206.40	44205605	206.40	44205606	206.40	44205607	206.40	44205608	206.40

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ORANGE COUNTY SPECIAL ASSESSMENT REPORT

PARCEL NUMBER	ASSESSMENT AMOUNT								
44205609	206.40	44205610	206.40	44205611	206.40	44205612	206.40	44205613	206.40
44205614	206.40	44205615	206.40	44205616	206.40	44205617	206.40	44205618	206.40
44205619	206.40	44205620	206.40	44205621	206.40	44205622	206.40	44205623	206.40
44205624	206.40	44205625	206.40	44205626	206.40	44205627	206.40	44205628	206.40
44205629	206.40	44205630	206.40	44205631	206.40	44205632	206.40	44205633	206.40
44205634	206.40	44205635	206.40	44205636	206.40	44205637	206.40	44205638	206.40
44205639	206.40	44205640	206.40	44205641	206.40	44206115	46,440.00	44228201	206.40
44231169	206.40	93180614	206.40	93180615	206.40	93180616	206.40	93180617	206.40
93180618	206.40	93180619	206.40	93180620	206.40	93180621	206.40	93180622	206.40
93180623	206.40	93180624	206.40	93180625	206.40	93180626	206.40	93180627	206.40
93180628	206.40	93180629	206.40	93180630	206.40	93180631	206.40	93180632	206.40
93180633	206.40	93180634	206.40	93180635	206.40	93180636	206.40	93180637	206.40
93180638	206.40	93180639	206.40	93180640	206.40	93180641	206.40	93180642	206.40
93180643	206.40	93180644	206.40	93180645	206.40	93180646	206.40	93180647	206.40
93180648	206.40	93180649	206.40	93180650	206.40	93180651	206.40	93180652	206.40
93180653	206.40	93180654	206.40	93180655	206.40	93180656	206.40	93180657	206.40
93180658	206.40	93180659	206.40	93180660	206.40	93180661	206.40	93180662	206.40
93180663	206.40	93180664	206.40	93180665	206.40	93180666	206.40	93180667	206.40
93180668	206.40	93180669	206.40	93180670	206.40	93180671	206.40	93180672	206.40
93180673	206.40	93180674	206.40	93180675	206.40	93180676	206.40	93180677	206.40
93180678	206.40	93180679	206.40	93180680	206.40	93180681	206.40	93180682	206.40
93180683	206.40	93180684	206.40	93180685	206.40	93180686	206.40	93180687	206.40
93180688	206.40	93180689	206.40	93180690	206.40	93180691	206.40	93180692	206.40
93180693	206.40	93180694	206.40	93180695	206.40	93180696	206.40	93180697	206.40
93180698	206.40	93180699	206.40	93180700	206.40	93180701	206.40	93180702	206.40
93180703	206.40	93180704	206.40	93180705	206.40	93180706	206.40	93180707	206.40

ORANGE COUNTY SPECIAL ASSESSMENT REPORT

PARCEL NUMBER	ASSESSMENT AMOUNT								
93180708	206.40	93180709	206.40	93180710	206.40	93180711	206.40	93180712	206.40
93180713	206.40	93180714	206.40	93180715	206.40	93180716	206.40	93180717	206.40
93180718	206.40	93180719	206.40	93180720	206.40	93180721	206.40	93180722	206.40
93180723	206.40	93180724	206.40	93180725	206.40	93180726	206.40	93180727	206.40
93180728	206.40	93180729	206.40	93180730	206.40	93180731	206.40	93180732	206.40
93180733	206.40								

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IRVINE RANCH WATER DISTRICT

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ORANGE COUNTY SPECIAL ASSESSMENT REPORT

PARCEL NUMBER	ASSESSMENT AMOUNT								
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TOTAL PARCELS..... 286

TOTAL ASSESSMENT AMOUNT. 193,396.80

July 23, 2012

Prepared and

Submitted by: L. Bonkowski

Approved by: P. Cook

CONSENT CALENDAR

MINUTES OF REGULAR BOARD MEETING

SUMMARY:

Provided are the minutes of the July 9, 2012 Regular Board meeting for approval.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE MINUTES OF THE JULY 9, 2012 REGULAR BOARD MEETING BE APPROVED AS PRESENTED.

LIST OF EXHIBITS:

Exhibit "A" – July 9, 2012 Regular Board Meeting

## EXHIBIT "A"

### MINUTES OF REGULAR MEETING – JULY 9, 2012

The regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 5:00 p.m. by Vice President Withers on July 9, 2012 in the District office, 15600 Sand Canyon Avenue, Irvine, California.

Directors Present: LaMar, Swan, and Withers.

Directors Absent: Matheis and Reinhart.

Also Present: General Manager Cook, Assistant Director of Finance/Treasurer Rob Jacobson, Executive Director of Operations Pedersen, Executive Director of Engineering Burton, Secretary Bonkowski, Legal Counsel Arneson, Director of Water Resources Weghorst, Director of Public Affairs Beeman, Mr. Wayne Clark, Mr. Jim Reed, Mr. Bruce Newell, Ms. Shannon Reed, Ms. Kirsten McLaughlin, and other members of the public and staff.

WRITTEN COMMUNICATION: None.

ORAL COMMUNICATION:

Mrs. Joan Irvine Smith's assistant addressed the Board of Directors with respect to the Dyer Road wellfield. She said it was her understanding that currently wells 5, 7, C-8, C-9, 10, 11, 12, 15, 16 and 18 will operate in accordance with the District's annual pumping plan. Wells, 1, 2, 3, 4, 6, 13, 14, and 17 will be off. This was confirmed by Mr. Cook, General Manager of the District.

With respect to the Orange County Basin Groundwater Conjunctive Use Program being coordinated by Municipal Water District of Orange County (MWDOC) and Orange County Water District (OCWD), a Notice of Completion was approved by the OCWD Board of Directors on March 19, 2008. Metropolitan Water District has given notice to OCWD to extract 22,000 acre feet in fiscal year 2009-10. The extraction is being performed by agencies that constructed conjunctive use wells under this program. IRWD is not a participant. This was confirmed by Mr. Cook.

With respect to the OCWD annexation of certain IRWD lands, on June 5, 2009, IRWD received a letter from OCWD noting that OCWD has completed the formal responses to comments they previously received on the draft program Environmental Impact Report. The letter further noted that with this task completed, OCWD has exercised its right to terminate the 2004 Memorandum of Understanding (MOU) regarding annexation. OCWD also indicated that due to the lack of progress on the annexation issue, the draft program Environmental Impact Report will not be completed. On June 8, 2009, OCWD completed the Long-Term Facilities Plan which was received and filed by the OCWD Board in July 2009. Staff has been coordinating with the City of Anaheim (Anaheim) and Yorba Linda Water District (YLWD) on their most recent annexation requests and has reinitiated the annexation process with OCWD. IRWD, YLWD and Anaheim have negotiated a joint MOU with OCWD to process and conduct environmental

analysis of the annexation requests. The MOU was approved by the OCWD Board on July 21, 2010. This was confirmed by Mr. Cook.

With respect to the Groundwater Emergency Service Plan, IRWD has an agreement in place with various south Orange County water agencies, MWDOC and OCWD, to produce additional groundwater for use within IRWD and transfer imported water from IRWD to south Orange County in case of emergencies. IRWD has approved the operating agreement with certain south Orange County water agencies to fund the interconnection facilities needed to affect the emergency transfer of water. MWDOC and OCWD have also both approved the operating agreement. This was confirmed by Mr. Cook.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED: None.

## PRESENTATION

### PUBLIC RELATIONS SOCIETY OF AMERICA AWARDS

Mr. Doug Fleischli, Advocacy Chair of the Orange County Public Relations Society of America, presented two awards to Irvine Ranch Water District for staff's efforts with the District's 50<sup>th</sup> anniversary campaign under the "special events and observances" category.

Director of Public Affairs Beeman also presented the 2012 Hermes Gold Award from the Association of Marketing and Communications Professional for staff's efforts with the District's 50<sup>th</sup> anniversary campaign.

## CONSENT CALENDAR

Director Swan asked that Item No. 5 be placed on the Action Calendar. There being no objection, this item was removed from the Consent Calendar. On MOTION by Swan, seconded and unanimously carried, CONSENT CALENDAR ITEMS 4, 6, AND 7, WERE APPROVED AS FOLLOWS:

### 4. MINUTES OF BOARD MEETINGS

Recommendation: That the minutes of the June 22, 2012 Adjourned Regular Board Meeting and the June 25, 2012 Regular Board Meeting be approved as presented.

### 6. QUITCLAIM OF REAL PROPERTY – LBA IV-PPI, LLC

Recommendation: That the Board adopt the following resolution by title approving execution of the Quitclaim Deed to LBA IV PPI, LLC.

### RESOLUTION NO. 2012 – 32

RESOLUTION OF THE BOARD OF DIRECTORS OF  
IRVINE RANCH WATER DISTRICT  
APPROVING EXECUTION OF THE QUITCLAIM DEED TO  
LBA IV-PPI, LLC

CONSENT CALENDAR (continued)

7. ORANGE PARK ACRES CHAPMAN AVENUE ON-SITE PIPING RELOCATION PROJECT – FINAL ACCEPTANCE

Recommendation: That the Board accept construction of the Orange Park Acres Chapman Avenue on-site piping, project 11408 (1279); authorize filing of a Notice of Completion; and authorize the payment of the retention 35 days after the date of recording the notice of completion.

ACTION CALENDAR

QUITCLAIM OF REAL PROPERTY – IRVINE COMMUNITY DEVELOPMENT COMPANY LLC

Director LaMar said that he is currently has a business relationship with Wilson Mikami Corporation, who is processing the Quitclaim for the property located in Portola Springs on behalf of the Irvine Community development Company LLC, and he will recuse himself from voting on this item. He left the Board room at 5:12 p.m. On MOTION by Swan, seconded by Withers and carried (2-0) (Withers and Swan voting aye, La Mar abstaining), THE BOARD ADOPTED THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2012 -33

RESOLUTION OF THE BOARD OF DIRECTORS OF  
IRVINE RANCH WATER DISTRICT  
APPROVING EXECUTION OF THE QUITCLAIM DEED TO  
IRVINE COMMUNITY DEVELOPMENT COMPANY LLC

At 5:15 p.m., Director LaMar returned to the Board room.

LUMP SUM PAYMENT OPTION FOR EMPLOYER CONTRIBUTIONS FOR FY 2012-13 AND MAKING BUDGETED ADDITIONAL CONTRIBUTIONS TO THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM

General Manager Cook reported that CalPERS employer contributions can be made either by a lump sum payment option between July 1 and July 15 of the beginning of the new fiscal year or by payments based on each semi-monthly payroll total based on a payroll percentage established annually by CalPERS actuaries. The District's approved operating budget for FY 2012-13 included \$6,538,300 for the CalPERS employer contribution rate. To reduce the District's unfunded liability, staff anticipates using the normal payment option for the annual required contribution of approximately 16% of payroll, or approximately \$4.2 million, as well as making an additional contribution of approximately 9% of payroll.

Mr. Cook said that staff proposes to make the quarterly additional contributions of \$570,246 on September 1, 2012, December 1, 2012, March 1, 2013 and June 1, 2013. Timing of the additional contributions may be accelerated or delayed, subject to future review and recommendation of the Finance and Personnel Committee. The additional contribution is

consistent with the District's policy principles to strategically reduce the District's actuarially-determined unfunded pension liability. Since FY 2009, the District has made additional contributions in excess of its annual required contribution to CalPERS of more than \$11.6 million. The most recent valuation from CalPERS reflects an unfunded actuarial liability on an actuarial basis as of June 30, 2010 of \$34 million and on a market basis of \$59 million, which would be reduced by these quarterly additional contributions.

On MOTION by Swan, seconded and unanimously carried, THE BOARD APPROVED THE LUMP SUM PAYMENT FOR EMPLOYER CONTRIBUTIONS TO THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) BY MAKING A ONE-TIME CONTRIBUTION OF \$4,257,316 FOR THE DISTRICT'S FY 2012-13 EMPLOYER CONTRIBUTION AND MAKING AN ADDITIONAL QUARTERLY CONTRIBUTION OF \$570,246 EACH QUARTER TO REDUCE THE DISTRICT'S ACTUARIALLY-DETERMINED UNFUNDED PENSION LIABILITY.

### MAIN STREET DIVERSION STRUCTURE GRATING MODIFICATIONS - CONSTRUCTION AWARD

Executive Director of Engineering Burton reported that the Main Street diversion structure contains a 45-inch diameter inlet pipe and two outlet pipes, and that the existing fiberglass grating installed over the sewer channels has deteriorated and requires replacement. The proposed project will replace the existing fiberglass grating with stainless steel grating that will cover all of the channels and the shelves of this structure and will also provide fall protection inside this structure.

Mr. Burton said that on May 17, 2012, a bid opening was held with three contractors submitting bids. The apparent low bidder was Schuler Engineering with a low bid of \$115,200. The engineer's estimate was \$111,000. He said that on May 29, 2012, Schuler requested withdrawal of its bid. The California Public Contracts Code provides a bidder the right to be relieved of its bid by consent of the awarding body if the bidder establishes that a mistake was made in filling out the bid that was not the result of carelessness in inspecting the work site or reading the plans and specifications, or error in judgment, that the mistake materially altered the intended bid, and that the bidder notified the agency within five working days (weekends and state holidays excluded) of the bid opening. Mr. Burton said that Schuler's request was not made within the five-day period, and the relief statute has been held to apply only to a mistake in the prime contractor's bid, not a mistake in a material or subcontract bid. Schuler's request was based on a mistake in a material supplier's bid rather than a mistake in its own bid. He said for these reasons, staff had notified Schuler that it cannot withdraw its bid without either paying for the cost difference between its low bid and the second lowest bid or surrendering its bidder's bond. Schuler has agreed to make payment in the difference of \$3,297 between its bid and the next lowest bid from S.S. Mechanical, and therefore staff recommends that the Board relieve Schuler of its bid. Legal counsel has also reviewed this withdrawal request.

Mr. Burton said that with the withdrawal of Schuler's bid, S.S. Mechanical now becomes the low bidder with a bid of \$118,497, and staff recommends that the Board award the contract to this contractor.

Following discussion, on MOTION by Swan, seconded and unanimously carried, THE BOARD CONSENTED TO RELIEVE SCHULER ENGINEERING OF ITS BID SUBJECT TO PAYMENT OF THE COST DIFFERENCE BETWEEN ITS BID AMOUNT AND THE AMOUNT FOR WHICH THE DISTRICT OBTAINS THE WORK; AND AUTHORIZED THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH S.S. MECHANICAL IN THE AMOUNT OF \$118,497 FOR THE MAIN STREET DIVERSION STRUCTURE GRATING MODIFICATIONS PROJECT, PROJECT 20957.

FISCAL YEAR 2012-13 GENERAL COUNSEL SERVICES FOR BOWIE, ARNESON, WILES, AND GIANNONE

General Manager Cook reported that Bowie, Arneson, Wiles & Giannone (BAWG) has provided a proposed letter of engagement for the purpose of providing legal services to the District effective July 1, 2012. BAWG's services shall not exceed \$615,000, of which \$415,000 is for general legal services and \$200,000 is for the J127 matter, for the District's fiscal year (FY) 2012-13 without additional authorization from the District.

Director Swan reported that this item was reviewed by the Finance and Personnel Committee on July 3, 2012 and that the Committee is very satisfied with BAWG services. On MOTION by Swan, seconded and unanimously carried, THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE THE ENGAGEMENT AGREEMENT WITH BOWIE, ARNESON, WILES, AND GIANNONE EFFECTIVE JULY 1, 2012 FOR GENERAL COUNSEL SERVICES IN THE AMOUNT NOT TO EXCEED \$615,000, SUBJECT TO THE NOT TO EXCEED AMOUNTS WITHIN SUCH TOTAL AMOUNT AS PROVIDED IN SEPARATE DETAIL.

GENERAL MANAGER'S REPORT

General Manager Cook reported that the water bond bill, AB 1422 (Perea), has been signed by Governor Brown delaying a vote on an \$11 billion water bond until November 2014.

He noted that the public review period on the Biosolids draft Environmental Impact Report is this month, and staff is inviting several homeowner associations within the vicinity to meet with staff to review the report. He also said that ongoing conversations are being held with the Irvine Company.

DIRECTORS' COMMENTS

Director LaMar reported that he attended two MWDOC meetings, and a Southern California Water Committee Storm Water Workshop which noted that agencies are not capturing large quantities of storm water.

Director Withers reported on upcoming meetings including LAFCO, WACO, ISDOC, and OCBC.

ADJOURNMENT

Vice President Withers adjourned the meeting at 5:37 p.m.

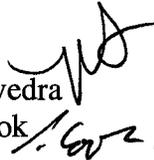
Approved and signed this 23rd day of July, 2012.

\_\_\_\_\_  
President, IRVINE RANCH WATER DISTRICT

\_\_\_\_\_  
Assistant Secretary, IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel - Bowie, Arneson, Wiles and Giannone

July 23, 2012  
Prepared and  
Submitted by: N. Savedra  
Approved by: P. Cook 

CONSENT CALENDAR

RATIFY/APPROVE BOARD OF DIRECTORS'  
ATTENDANCE AT MEETINGS AND EVENTS

SUMMARY:

Pursuant to Resolution 2006-29 adopted on August 28, 2006, approval of attendance of the following events and meetings are required by the Board of Directors.

Events/Meetings

Steven LaMar

7/12/12 State of the Great Park Address  
7/16/12 OCBC/OC Forum  
7/25/12 MWDOC Water Policy Forum  
7/26/12 Association of California Cities OC – City Leader Event

Mary Aileen Matheis

7/16/12 OCBC/OC Forum  
7/25/12 MWDOC Water Policy Forum  
7/26/12 Association of California Cities OC – City Leader Event  
8/21-24/12 UWI Annual Conference, San Diego, CA  
8/25/12 IRWD Representative at Sea & Sage 20<sup>th</sup> Anniversary Event

Douglas Reinhart

6/28/12 District tour with MWDOC Board Director Wayne Osborne  
7/25/12 MWDOC Water Policy Forum  
8/10/12 San Bernardino County Water Conference

Peer Swan

6/14/12 ISDOC/LAFCO Workshop  
6/28/12 Meeting with Paul Cook regarding District activities  
7/18/12 Orange County Water Association Meeting  
7/25/12 MWDOC Water Policy Forum

John Withers

7/12/12 State of the Great Park Address  
7/25/12 MWDOC Water Policy Forum  
7/26/12 Association of California Cities OC – City Leader Event  
7/27/12 Concordia University Symposium-Governing California

RECOMMENDATION:

THAT THE BOARD RATIFY/APPROVE THE MEETINGS AND EVENTS FOR STEVEN LaMAR, MARY AILEEN MATHEIS, DOUGLAS REINHART, PEER SWAN, AND JOHN WITHERS AS DESCRIBED.

LIST OF EXHIBITS:

None

July 23, 2012

Prepared by: Tanja Fournier/Rob Jacobson

Submitted by: Debby Cherney

Approved by: Paul Cook

## CONSENT CALENDAR

### JUNE 2012 FINANCIAL REPORTS

#### SUMMARY:

The following is submitted for the Board's information and approval:

- A. The Investment Summary Report for June 2012. This Investment Summary Report is in conformity with the 2012 Investment Policy and provides sufficient liquidity to meet estimated expenditures during the next six months, as outlined in Exhibit "A".
- B. The Monthly Interest Rate Swap Summary as of June 30, 2012, as outlined in Exhibit "B".
- C. The Summary of Payroll ACH payments in the total amount of \$2,057,520.58, as outlined in Exhibit "C".
- D. The June 30, 2012 Disbursement Summary of the tabulation of Warrant Nos. 330491 through 331396, wire transfers, Workers' Compensation distributions, payroll withholding distributions, and voided checks in the total amount of \$23,475,752.08.

#### FISCAL IMPACTS:

As of June 30, 2012, the book value of the investment portfolio was \$340,256,594 with a 0.47% rate of return and a market value of \$340,532,973. Based on the District's June 30, 2012 quarterly real estate investment rate of return of 11.21%, the District's weighted average return for the fixed income and real estate investments was 2.17%.

As of June 30, 2012, the total notional amount of the interest rate swap portfolio was \$130 million of fixed payer swaps. Cash accrual in June from all swaps was negative \$576,438 and negative \$7,417,383 fiscal year to date.

Payroll ACH payments totaled \$2,057,520.58 and wire transfers, all other ACH payments, and checks issued for debt service, accounts payable, payroll and water purchases for June totaled \$23,475,752.08.

#### ENVIRONMENTAL COMPLIANCE:

This item is not a project as defined in the California Environmental Quality Act Code of Regulations, Title 14, Chapter 3 Section 15378.

COMMITTEE STATUS:

This item was not submitted to a Committee; however, the investment and interest rate swap reports are submitted to the Finance and Personnel Committee on a monthly basis.

RECOMMENDATION:

THAT THE BOARD RECEIVE AND FILE THE TREASURER'S INVESTMENT SUMMARY REPORT AND THE MONTHLY INTEREST RATE SWAP SUMMARY FOR JUNE 2012; APPROVE THE JUNE 2012 SUMMARY OF PAYROLL ACH PAYMENTS IN THE TOTAL AMOUNT OF \$2,057,520.58, AND APPROVE THE JUNE 2012 ACCOUNTS PAYABLE DISBURSEMENT SUMMARY OF WARRANTS NOS. 330491 THROUGH 331396, WORKERS' COMPENSATION DISTRIBUTIONS, WIRE TRANSFERS, PAYROLL WITHHOLDING DISTRIBUTIONS AND VOIDED CHECKS IN THE TOTAL AMOUNT OF \$23,475,752.08.

LIST OF EXHIBITS:

- Exhibit "A" - Investment Summary Report
- Exhibit "B" - Monthly Interest Rate Swap Summary
- Exhibit "C" - Monthly Payroll ACH Summary
- Exhibit "D" - Monthly Summary of District Disbursements

06/30/12

DATE	TYPE	ISSUE	AMOUNT	MARKET VALUE	ISSUER	YIELD	CARRY VALUE	MARKET VALUE	UNREALIZED GAIN/LOSS						
06/27/12		LAIF			State of California Tsy.	0.358%	\$50,000,000	\$50,000,000	60,982.15						
06/30/12		LAIF-JPA			State of California Tsy.	0.358%	\$50,000,000	\$50,000,000	60,982.15						
06/06/12		LAIF-2009A	468,467		State of California Tsy.	0.358%	\$468,466.74	\$468,466.74	571.36						
06/06/12		LAIF-2009B	468,467		State of California Tsy.	0.358%	\$468,466.74	\$468,466.74	571.36						
06/18/12		LAIF BABS	84,033,884		State of California Tsy.	0.358%	\$84,033,883.85	\$84,033,883.85	102,491.34						
06/30/12		B of A Tsy. Reserves			Bank of America	0.009%	4,573,594.40	4,573,594.40	4,573,594.40						
05/23/11	N/A	N/A	04/11/13	Aaa/AAA/AAA	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	1.720%	0.517%	5,112,550.00	5,046,392.16	5,056,500.00	10,107.84		
11/29/11	One Time	11/29/12	11/29/13	Aaa/AA+/AA+	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	0.500%	0.596%	0.690%	4,990,500.00	4,993,294.12	5,003,500.00	10,205.88	
04/24/12	N/A	N/A	12/23/13	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	0.625%	0.304%		5,026,600.00	5,023,625.00	5,018,900.00	(4,725.00)	
01/31/12	Continuous	04/27/12	01/27/14	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.350%	0.350%	0.350%	5,000,000.00	5,000,000.00	5,000,050.00	50.00	
01/30/12	Continuous	01/30/13	01/30/14	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.330%	0.355%	0.380%	4,997,500.00	4,998,023.26	4,998,800.00	776.74	
02/09/12	Continuous	04/25/12	04/25/14	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.430%	0.430%	0.430%	5,000,000.00	5,000,000.00	5,000,050.00	50.00	
05/23/12	N/A	N/A	05/23/14	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.350%	0.394%		4,995,600.00	4,995,835.07	4,995,500.00	(335.07)	
04/18/12	N/A	N/A	05/28/14	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	1.375%	0.354%		5,107,250.00	5,096,942.86	5,101,150.00	4,207.14	
07/14/11	One Time	07/11/12	07/11/14	Aaa/AAA/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	1.125%	0.962%	0.962%	5,008,000.00	5,005,416.27	5,000,900.00	(4,516.27)	
08/22/11	Quarterly	08/22/12	08/22/14	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.650%	0.660%	0.680%	4,998,500.00	4,998,929.75	5,002,050.00	3,120.25	
08/29/11	One Time	08/28/12	08/28/14	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.650%	0.650%	0.650%	5,000,000.00	5,000,000.00	5,002,950.00	2,950.00	
10/13/11	One Time	08/28/12	08/28/14	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.650%	0.791%	1.110%	4,980,000.00	4,984,990.48	5,002,950.00	17,959.52	
10/19/11	One Time	10/17/12	10/17/14	Aaa/AA+/NR	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	0.750%	0.801%	0.902%	4,992,500.00	4,994,255.03	5,005,850.00	11,594.97	
04/26/12	One Time	04/26/13	10/24/14	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Mortgage Bank	5,000,000	0.600%	0.425%		5,008,700.00	5,008,069.70	5,007,250.00	(819.70)	
12/19/11	Quarterly	12/19/12	12/19/14	Aaa/AA+/NR	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	0.625%	1.038%	0.625%	5,000,000.00	5,000,000.00	5,004,400.00	4,400.00	
01/31/12	Continuous	04/26/12	01/26/15	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.570%	0.570%	0.570%	5,000,000.00	5,000,000.00	5,000,100.00	100.00	
01/30/12	One Time	01/30/14	01/30/15	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.750%	0.500%	0.500%	5,024,850.00	5,021,380.98	5,012,750.00	(8,630.98)	
01/30/12	One Time	01/30/14	01/30/15	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	10,000,000	0.750%	0.453%	0.453%	10,059,000.00	10,050,763.69	10,025,500.00	(25,263.69)	
02/09/12	Continuous	05/09/12	02/09/15	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.460%	0.480%	0.700%	4,997,000.00	4,997,391.42	4,993,900.00	(3,491.42)	
03/14/12	Continuous	09/12/12	03/12/15	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.550%	0.601%	0.855%	4,992,500.00	4,993,247.94	5,003,350.00	10,102.06	
04/18/12	Continuous	04/16/13	04/16/15	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.600%	0.617%	0.651%	4,997,500.00	4,997,669.26	5,009,700.00	12,030.74	
06/27/12	Quarterly	12/26/12	06/26/15	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	10,000,000	0.700%	0.693%	0.660%	10,002,000.00	10,001,992.88	10,012,900.00	10,907.12	
06/25/12	N/A		08/01/21	AA-/VMIG2/NR	VRDO	West Basin Water	3,850,000		0.220%		3,850,000.00	3,850,000.00	3,850,000.00		
<b>SUB-TOTAL</b>							<b>\$313,394,412</b>				<b>\$313,684,961.73</b>	<b>\$313,602,631.59</b>	<b>\$313,879,010.09</b>	<b>\$276,378.50</b>	
<b>RESTRICTED CASH (Swap Collateral Deposits)</b>															
					Collateral Deposit	Citi-Group	\$18,683,963		0.162%		\$18,683,962.75	\$18,683,962.75	18,683,962.75		
					Collateral Deposit	Merrill Lynch	\$7,970,000		0.162%		\$7,970,000.00	\$7,970,000.00	7,970,000.00		
<b>SUB-TOTAL</b>							<b>\$26,653,963</b>				<b>\$26,653,962.75</b>	<b>\$26,653,962.75</b>	<b>\$26,653,962.75</b>		
<b>TOTAL INVESTMENTS</b>							<b>\$340,048,374</b>				<b>\$340,338,924.48</b>	<b>\$340,256,594.34</b>	<b>\$340,532,972.84</b>		
					Petty Cash						3,300.00				
					Bank Bal. (unrec.)	Bank of America					(1,484,049.12)				
											<b>\$338,888,175.36</b>				

- (1) LAIF market value is as of the most recent quarter-end as reported by LAIF. Security market values are determined using Bank of New York ("Trading Prices"), Bloomberg and/or broker dealer pricing.
- (2) Gain (loss) calculated against carry value using the trading value provided by Bank of New York/or Brokers
- (3) Real estate rate of return is based on most recent quarter end return

Outstanding Variable Rate Debt	\$374,860,000
Net Outstanding Variable Rate Debt (Less \$130 million fixed-payer swaps)	\$244,860,000
Investment Balance:	\$338,888,175
Investment to Variable Rate Debt Ratio:	138%
Portfolio - Average Number of Days To Maturity	361

	Investment Portfolio	Real Estate Portfolio (3)	Weighted Avg. Return
June	0.47%	11.21%	2.17%
May	0.45%	11.20%	2.12%
Change	0.02%		

This Investment Summary Report is in conformity with the 2012 Investment Policy and provides sufficient liquidity to meet the next six months estimated expenditures.

IRVINE RANCH WATER DISTRICT  
SUMMARY OF MATURITIES

06/30/12

PORTFOLIO \$340,048,374

DATE	TOTAL	%	LAIF	AGENCIES	VRDO	MONEY MARKET SAVINGS & SWEEP	Collateral * Deposit
6/12	\$220,048,374	64.71%	\$184,970,817		3,850,000	4,573,594	\$26,653,963
7/12							
8/12							
9/12							
10/12							
11/12							
12/12							
1/13							
2/13							
3/13							
04/13	\$5,000,000	1.47%		5,000,000			
05/13							
<b>SUB-TOTAL</b>	<b>\$225,048,374</b>	<b>66.18%</b>	<b>\$184,970,817</b>	<b>5,000,000</b>	<b>3,850,000</b>	<b>4,573,594</b>	<b>\$26,653,963</b>
<b>13 Months - 1 YEARS</b>							
6/30/2013							
7/1/2013 - 9/30/2013	-						
10/1/2013 - 12/31/2013	\$10,000,000	2.94%		10,000,000			
1/1/2014 - 3/31/2014	\$10,000,000	2.94%		10,000,000			
4/1/2014 - 6/30/2014	\$15,000,000	4.41%		15,000,000			
7/1/2014 - 9/30/2014	\$20,000,000	5.88%		20,000,000			
10/1/2014 - 12/31/2014	\$15,000,000	4.41%		15,000,000			
1/1/2015 - 3/31/2015	\$30,000,000	8.82%		30,000,000			
4/1/2015 - 6/30/2015	\$15,000,000	4.41%		15,000,000			
<b>TOTALS</b>	<b>\$340,048,374</b>	<b>100.00%</b>	<b>\$184,970,817</b>	<b>120,000,000</b>	<b>3,850,000</b>	<b>4,573,594</b>	<b>\$26,653,963</b>

% OF PORTFOLIO 54.40% 35.29% 1.13% 1.34% 7.84%

\* Return of posted collateral is dependant on interest rates.

**IRVINE RANCH WATER DISTRICT INVESTMENT SUMMARY REPORT**  
**INVESTMENT ACTIVITY**  
 Jun-12

**MATURITIES/SALES**

**PURCHASES**

DATE	SECURITY TYPE	PAR	YIELD	DATE	SECURITY TYPE	PAR	YIELD
6/5/2012	FNMA	\$5,000,000	1.01%	6/25/2012	VRDO - West Basin	\$3,850,000	0.22%
6/25/2012	FHLMC	\$5,000,000	0.70%	6/27/2012	FNMA	\$10,000,000	0.69%
6/26/2012	CA ST-RANS-A2	\$2,024,280	0.40%				
6/27/2012	FHLB	\$5,000,000	0.70%				
6/27/2012	FFCB	\$10,000,000	1.05%				

**LAIF ACTIVITY**

06/01/12	LAIF MAIN	(\$6,000,000)
06/05/12	LAIF MAIN	\$4,000,000
06/11/12	LAIF MAIN	\$2,000,000
06/15/12	LAIF MAIN	(\$2,000,000)
06/19/12	LAIF MAIN	(\$1,000,000)
06/21/12	LAIF MAIN	(\$3,000,000)
06/25/12	LAIF MAIN	\$5,000,000
06/27/12	LAIF MAIN	\$4,200,000

Increase/(Decrease) \$3,200,000

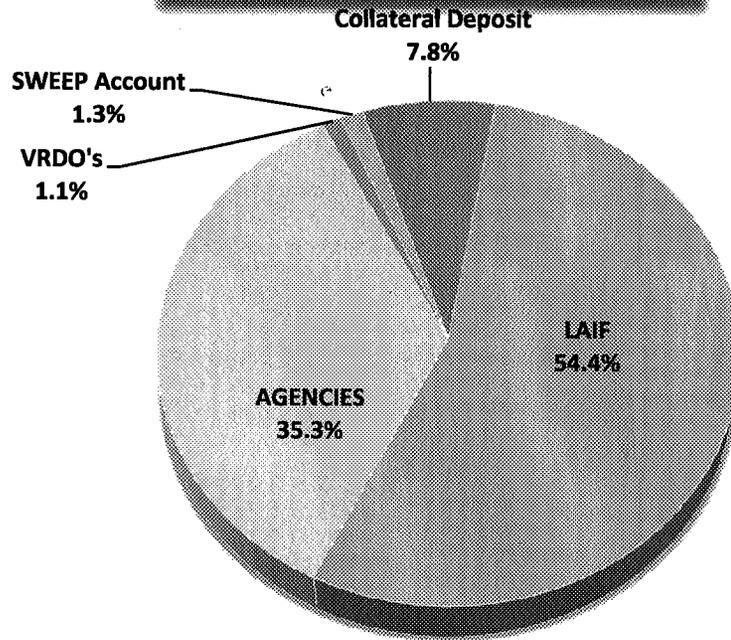
**COLLATERALIZED DEPOSIT ACTIVITY**

Balance Forward	\$23,217,933
CITIGROUP	\$2,776,031
MERRILL	<u>\$660,000</u>
Balance at 6/30	<u>\$26,653,963</u>

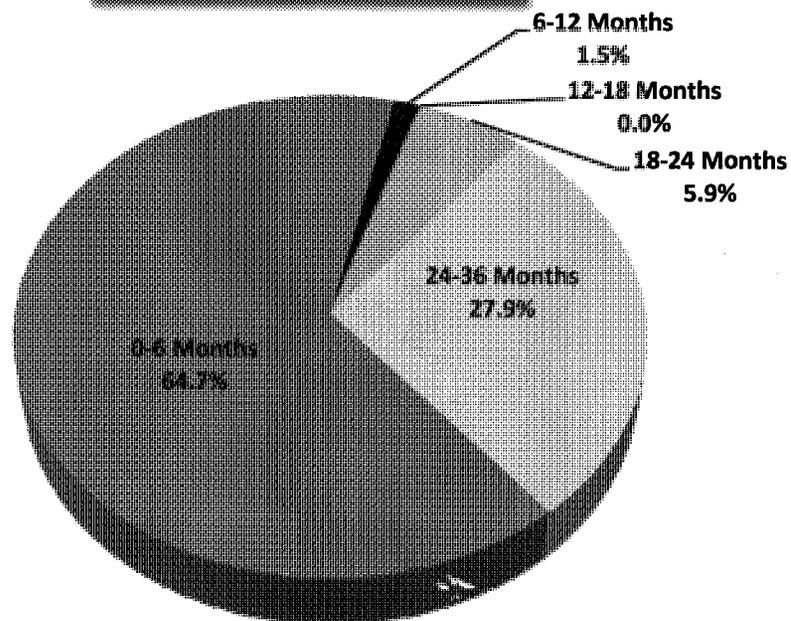
# June 2012 INVESTMENT PORTFOLIO

As of June 30, 2012

## Portfolio by Investment Type



## Portfolio by Maturities



Irvine Ranch Water District  
 Summary of Real Estate  
 6/30/2012

	<u>ACQUISITION DATE</u>	<u>PROPERTY TYPE</u>	<u>OWNERSHIP INTEREST</u>	<u>ORIGINAL COST</u>	<u>RATE OF RETURN QUARTER ENDED Jun-12</u>
Sycamore Canyon	Dec-92	Apartments	Fee Simple	43,550,810	13.23%
Wood Canyon Villas	Jun-91	Apartments	Limited Partner	\$ 6,000,000	7.70%
ITC (230 Commerce)	Jul-03	Office Building	Fee Simple	5,739,845	8.02%
Waterworks Business Pk.	Nov-08	Research & Dev.	Fee Simple	8,630,577	5.61%
				<u>\$ 63,921,232</u>	<u>11.21%</u>

IRVINE RANCH WATER DISTRICT  
 INVESTMENT SUMMARY REPORT

Joint Powers Agency - Investment Contracts

6/30/2012

Settlement Date	JPA Issue	Investment Contract	Original Cost	Current Par	Market Value 06/30/12
10/25/1994	JPA - Issue #1	AIG Matched Funding Corp. 7.705% Due 2-15-14	\$ 407,878,616	\$ 254,407,400	\$ 254,407,400
10/25/1994	JPA - Issue #2	Federal National Mortgage Assoc. 8.18% Due 2-15-14	\$ 518,644,189	\$ 380,043,068	\$ 425,184,584
			<u>\$ 926,522,805</u>	<u>\$ 634,450,468</u>	<u>\$ 679,591,984</u>

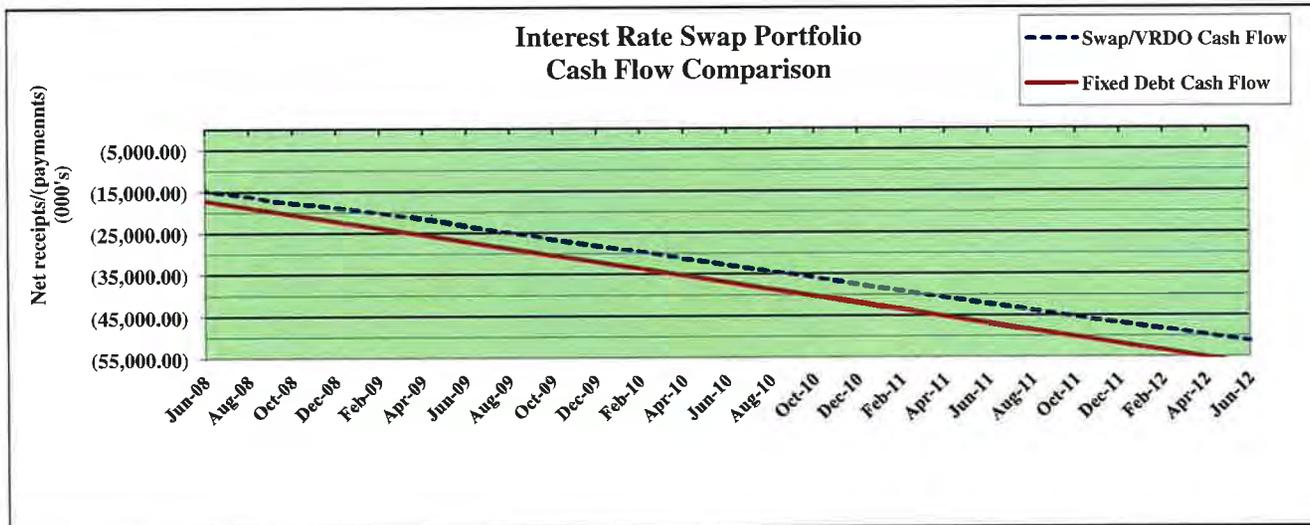
**IRVINE RANCH WATER DISTRICT  
INTEREST RATE SWAP MONTHLY SUMMARY REPORT - DETAIL  
June 30, 2012**

Exhibit "B"

								LIBOR Avg %			Prior Mo.		Current Mo.		12-Mo Avg	
								0.24%	0.24%	0.24%	0.24%	0.24%	0.24%	0.24%	0.24%	
Current Fiscal Year Active Swaps								Cash Flow				(Since 6/06)		Mark to Market		
Effective Date	Maturity Date	Years to Maturity	Counter Party	Notional Amt	Type	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference			
<b>Fixed Payer Swaps - By Effective Date</b>																
6/4/2006	6/4/2019	6.9	ML	\$ 20,000,000	FXP	LIBOR	6.200%	\$ (102,662)	\$ (92,598)	\$ (1,191,257)	\$ (5,042,847)	\$ 13,368,853	\$ (6,631,147)			
6/4/2006	6/4/2019	6.9	CG	\$ 20,000,000	FXP	LIBOR	6.200%	\$ (102,662)	\$ (92,598)	\$ (1,191,257)	\$ (5,042,847)	13,360,671	(6,639,329)			
6/17/2006	6/17/2019	7.0	CG	\$ 30,000,000	FXP	LIBOR	6.140%	\$ (152,436)	\$ (137,454)	\$ (1,769,101)	\$ (7,467,287)	20,070,961	(9,929,039)			
3/10/2007	3/10/2029	16.7	ML	\$ 30,000,000	FXP	LIBOR	5.687%	\$ (140,728)	\$ (126,894)	\$ (1,632,884)	\$ (6,553,418)	15,131,740	(14,868,260)			
3/10/2007	3/10/2029	16.7	CG	\$ 30,000,000	FXP	LIBOR	5.687%	\$ (140,728)	\$ (126,894)	\$ (1,632,884)	\$ (6,553,418)	15,053,561	(14,946,439)			
Totals/Weighted Avgs		11.5		\$ 130,000,000			5.949%	\$ (639,216)	\$ (576,438)	\$ (7,417,383)	\$ (30,659,818)	\$ 76,985,786	\$ (53,014,214)			
Total Current Year Active Swaps				\$ 130,000,000				\$ (639,216)	\$ (576,438)	\$ (7,417,383)	\$ (30,659,818)	\$ 76,985,786	\$ (53,014,214)			

Current Fiscal Year Terminated Swaps								Cash Flow				Mark to Market	
Effective Date	Maturity Date		Counter Party	Notional Amt	Type	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference
Total Current Year Terminated Swaps				\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Current Fiscal Year - Total Swaps								Cash Flow				Mark to Market	
Effective Date	Maturity Date		Counter Party	Notional Amt	Type	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference
Total Current Year Active & Terminated Swaps				\$ 130,000,000				\$ (639,216)	\$ (576,438)	\$ (7,417,383)	\$ (30,659,818)	\$ 76,985,786	\$ (53,014,214)



Cash Flow Comparison Synthetic Fixed vs. Fixed Rate Debt	
Cash Flow to Date	
Synthetic Fixed =	\$51,266,470
Fixed Rate =	\$56,746,509
<b>Assumptions:</b>	
- Fixed rate debt issued at 5.10% in Jun-06, and 4.93% in Mar-07 (estimated TE rates - Bloomberg)	
- 'Synthetic' includes swap cash flow + interest + fees to date	

Exhibit "C"

MONTHLY SUMMARY OF WIRE TRANSFERS AND ACH PAYMENTS

June  
2012

DATE	AMOUNT	VENDOR	PURPOSE
6/1/2012	685,189.03	BANK OF AMERICA	PAYROLL 06/01/12
6/15/2012	689,335.73	BANK OF AMERICA	PAYROLL 06/15/12
6/29/2012	682,995.82	BANK OF AMERICA	PAYROLL 06/29/12
	<b><u>\$2,057,520.58</u></b>		

Exhibit "D"

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 1  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330491		04-JUN-12	DEPARTMENT OF INDUSTRIAL RELATIONS STATE OF CALIFORNIA	OAKLAND	2,000.00			Negotiable
330492		07-JUN-12	CITY OF ORANGE	ORANGE	75.00			Negotiable
330493		07-JUN-12	TROPICAL PLAZA NURSERY INC	PAY	20,275.00			Negotiable
330494		07-JUN-12	Alejandro Garcia		79.70			Negotiable
330495		07-JUN-12	Christian Kessler		534.66			Negotiable
330496		07-JUN-12	Cynthia Beck		151.00			Negotiable
330497		07-JUN-12	Edwin Dillhoefer		155.00			Negotiable
330498		07-JUN-12	Franklin Tessers		191.55			Negotiable
330499		07-JUN-12	Gregory Heiertz		1,792.54			Negotiable
330500		07-JUN-12	Harry Cho		35.56			Negotiable
330501		07-JUN-12	Malcolm Cortez		255.95			Negotiable
330502		07-JUN-12	Marco Cano		134.69			Negotiable
330503		07-JUN-12	Michele Drzymkowski		78.00			Negotiable
330504		07-JUN-12	Ricky Perry		125.00			Negotiable
330505		07-JUN-12	Thomas Weatherby		130.00			Negotiable
330506		07-JUN-12	AAF INTERNATIONAL		1,068.86			Negotiable
330507		07-JUN-12	AARP HEALTH CARE OPTIONS		210.92			Negotiable
330508		07-JUN-12	ACAPULCO RESTAURANTS, INC		176.46			Negotiable
330509		07-JUN-12	ACCURATE AIR ENGINEERING INC		2,405.33			Negotiable
330510		07-JUN-12	ACTION ELECTRIC CORP		978.71			Negotiable
330511		07-JUN-12	ACWA		31,011.44			Negotiable
330512		07-JUN-12	AIRGAS-WEST, INC.		463.90			Negotiable
330513		07-JUN-12	AMERICAN MESSAGING SERVICES LLC		298.26			Negotiable
330514		07-JUN-12	ANTHONY LAHOOD		43.02			Negotiable
330515		07-JUN-12	AQUA-AEROBIC SYSTEMS INC		8,443.73			Negotiable
330516		07-JUN-12	ARMORCAST PRODUCTS COMPANY		6,727.48			Negotiable
330517		07-JUN-12	AT&T		3,516.03			Negotiable
330518		07-JUN-12	AVISTA TECHNOLOGIES, INC		2,826.88			Negotiable
330519		07-JUN-12	AYRES, KARL		45.87			Negotiable
330520		07-JUN-12	BCGR		412.50			Negotiable
330521		07-JUN-12	BOEHM, KRISTINA		116.64			Negotiable
330522		07-JUN-12	BOYD & ASSOCIATES		1,941.00			Negotiable
330523		07-JUN-12	BOYE, COLIN		18.05			Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 2  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330524		07-JUN-12	BRENNTAG PACIFIC INC		3,404.79			Negotiable
330525		07-JUN-12	BRITHINEE ELECTRIC		712.40			Negotiable
330526		07-JUN-12	C WELLS PIPELINE MATERIALS INC		215.33			Voided
330527		07-JUN-12	CAL WATER PURIFICATION		80.00			Negotiable
330528		07-JUN-12	CALIFORNIA BARRICADE INC		8,611.25			Negotiable
330529		07-JUN-12	CANDELA CORPORATION		1,223.73			Negotiable
330530		07-JUN-12	CAPTIVE AUDIENCE MARKETING INC.		85.12			Negotiable
330531		07-JUN-12	CARSON ESTATE TRUST		294.02			Negotiable
330532		07-JUN-12	CATHY NGUYEN		42.95			Negotiable
330533		07-JUN-12	CDW GOVERNMENT LLC		387.60			Negotiable
330534		07-JUN-12	CERRUTI, VICTOR H		25.65			Negotiable
330535		07-JUN-12	CM WINTHROP INC		1,624.48			Negotiable
330536		07-JUN-12	COASTAL TRAFFIC SYSTEMS, INC		1,020.00			Negotiable
330537		07-JUN-12	COMPUCOM SYSTEMS, INC.		626.90			Negotiable
330538		07-JUN-12	CONDITION MONITORING SERVICES INC		5,886.25			Negotiable
330539		07-JUN-12	CONYBEARE INC		6,188.42			Negotiable

330540	07-JUN-12	CONTROLLED KEY SYSTEMS INC		2,773.00		Negotiable
330541	07-JUN-12	CREDENTIAL CHECK CORPORATION		157.73		Negotiable
330542	07-JUN-12	CUNNINGHAM DAVIS CORP		650.87		Negotiable
330543	07-JUN-12	CYPRESS VILLAGE UMBRIA		26,088.89		Negotiable
330544	07-JUN-12	DATASITE INC		826.00		Negotiable
330545	07-JUN-12	DEE JASPAR & ASSOCIATES, INC.		27,837.95		Negotiable
330546	07-JUN-12	DELL MARKETING LP		161.56		Negotiable
330547	07-JUN-12	DELTA SYSTEMS ENGINEERING		51,156.48		Negotiable
330548	07-JUN-12	DEVISE ENGINEERING INC		980.00		Negotiable
330549	07-JUN-12	FARRELL & ASSOCIATES		86.45		Negotiable
330550	07-JUN-12	FEDEX		183.75		Negotiable

IRWD Ledger  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Report Date: 02-JUL-2012 10:31  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar ) Page: 3  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330551		07-JUN-12	FERGUSON WATERWORKS		8,628.96			Negotiable
330552		07-JUN-12	FIDELITY SECURITY LIFE INSURANCE COMPANY		5,724.60			Negotiable
330553		07-JUN-12	FIRST HEALTH LIFE AND HEALTH INSURANCE COMPANY		38.70			Negotiable
330554		07-JUN-12	FISHER SCIENTIFIC COMPANY LLC		5,438.31			Negotiable
330555		07-JUN-12	FLEET SOLUTIONS LLC		3,992.00			Negotiable
330556		07-JUN-12	FLW SERVICE CORPORATION		5,492.10			Negotiable
330557		07-JUN-12	FORTIS RESOURCE PARTNERS INC		6,681.60			Negotiable
330558		07-JUN-12	FOUNTAIN VALLEY PAINTS		377.13			Negotiable
330559		07-JUN-12	FRONTLINE MANAGEMENT INC		5,000.74			Negotiable
330560		07-JUN-12	FT ZIEBARTH COMPANY		229,660.61			Negotiable
330561		07-JUN-12	GANAHL LUMBER CO.		67.24			Negotiable
330562		07-JUN-12	GENESSA GUZMAN		67.68			Negotiable
330563		07-JUN-12	GIBSON, FRANK		28.60			Negotiable
330564		07-JUN-12	GRAINGER		1,657.92			Negotiable
330565		07-JUN-12	HANU REDDY REALTY		41.91			Negotiable
330566		07-JUN-12	HARMSWORTH ASSOCIATES		6,915.00			Negotiable
330567		07-JUN-12	HARPER & ASSOCIATES ENGINEERING INC		689.25			Negotiable
330568		07-JUN-12	HEWITT ASSOCIATES LLC		11,463.00			Negotiable
330569		07-JUN-12	HILL BROTHERS CHEMICAL COMPANY		4,024.06			Negotiable
330570		07-JUN-12	HOME DEPOT USA INC		366.00			Negotiable
330571		07-JUN-12	HUANG, LEE-LYNN		25.65			Negotiable
330572		07-JUN-12	HUMANA INSURANCE COMPANY		20.90			Negotiable
330573		07-JUN-12	INDUSTRIAL METAL SUPPLY CO		237.44			Negotiable
330574		07-JUN-12	INTERNATIONAL LINE BUILDERS		979.82			Negotiable
330575		07-JUN-12	IRVINE PIPE & SUPPLY INC		1,782.39			Negotiable

IRWD Ledger  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Report Date: 02-JUL-2012 10:31  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar ) Page: 4  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330576		07-JUN-12	IRWD-PETTY CASH CUSTODIAN		729.88			Negotiable
330577		07-JUN-12	JENSEN PRECAST		1,555.91			Negotiable
330578		07-JUN-12	JOANNA, OLIVIA		33.12			Negotiable
330579		07-JUN-12	JOEL PINEIRO		130.25			Negotiable
330580		07-JUN-12	JOHN G. ALEVIZOS D.O. INC.		60.00			Negotiable
330581		07-JUN-12	JOHN MICHAEL COVAS		99.90			Negotiable

330582	07-JUN-12	JONES & STOKES ASSOCIATES, INC	1,232.30	Negotiable
330583	07-JUN-12	KARCHER DIGITAL & PRINTING	80.81	Negotiable
330584	07-JUN-12	KELLY SERVICES INC	851.20	Negotiable
330585	07-JUN-12	KILL-N-BUGS TERMITE AND PEST CONTROL SERVICES	325.00	Negotiable
330586	07-JUN-12	KIM, PAUL	71.39	Negotiable
330587	07-JUN-12	KOCH MEMBRANE SYSTEMS	1,184.24	Negotiable
330588	07-JUN-12	L&S CONSTRUCTION INC	9,876.60	Negotiable
330589	07-JUN-12	LAGUNA BEACH COUNTY WATER DISTRICT	1,427.71	Negotiable
330590	07-JUN-12	LOCHRIDGE, DAVID	5,940.00	Negotiable
330591	07-JUN-12	LOI, QUAN	24.83	Negotiable
330592	07-JUN-12	LUSTRE-CAL NAMEPLATE	1,088.43	Negotiable
330593	07-JUN-12	MARKET-THINK LLC	3,900.00	Negotiable
330594	07-JUN-12	MARX, NANCY	16.44	Negotiable
330595	07-JUN-12	MC MASTER CARR SUPPLY CO	738.96	Negotiable
330596	07-JUN-12	MERCHANTS LANDSCAPE SERVICES INC	7,280.00	Negotiable
330597	07-JUN-12	METAL TECHNOLOGY	454.26	Negotiable
330598	07-JUN-12	MITSUISHI, TOSHIKI	28.79	Negotiable
330599	07-JUN-12	MONEY SAVERS REALTY, INC.	60.86	Negotiable
330600	07-JUN-12	NATIONAL READY MIXED CONCRETE CO	926.96	Negotiable
330601	07-JUN-12	NATURES IMAGE INC	852.00	Negotiable
330602	07-JUN-12	NESS, LISA	24.29	Negotiable
330603	07-JUN-12	NEW PIG CORPORATION	833.78	Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 5  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330604		07-JUN-12	NORTHERN SAFETY CO INC		751.53			Negotiable
330605		07-JUN-12	OLIN CORPORATION		17,740.13			Negotiable
330606		07-JUN-12	ON ASSIGNMENT LAB SUPPORT		1,167.00			Negotiable
330607		07-JUN-12	ONESOURCE DISTRIBUTORS LLC		7,609.34			Negotiable
330608		07-JUN-12	ORACLE AMERICA, INC.		20,609.11			Negotiable
330609		07-JUN-12	ORANGE COUNTY HOSE		372.58			Negotiable
330610		07-JUN-12	ORANGE COUNTY SANITATION DISTRICT		4,500.00			Negotiable
330611		07-JUN-12	ORANGE, COUNTY OF		44,568.00			Negotiable
330612		07-JUN-12	PAPER DEPOT DOCUMENT DESTRUCTION LLC		754.98			Negotiable
330613		07-JUN-12	PARK, JONG CHAN		32.04			Negotiable
330614		07-JUN-12	PEARPOINT		989.65			Negotiable
330615		07-JUN-12	PENHALL COMPANY		475.00			Negotiable
330616		07-JUN-12	PINNACLE LANDSCAPE COMPANY		6,560.00			Negotiable
330617		07-JUN-12	PRAXAIR DISTRIBUTION INC		913.34			Negotiable
330618		07-JUN-12	PREBLE, COLLEEN		17.10			Negotiable
330619		07-JUN-12	PRINCIPAL LIFE INSURANCE		23,730.26			Negotiable
330620		07-JUN-12	PRUDENTIAL OVERALL SUPPLY		783.84			Negotiable
330621		07-JUN-12	PSB THE MARKETING SUPERSOURCE		17,116.22			Negotiable
330622		07-JUN-12	RAINBOW DISPOSAL CO INC		459.26			Negotiable
330623		07-JUN-12	RBF CONSULTING		2,275.00			Negotiable
330624		07-JUN-12	REACH EMPLOYEE ASSISTANCE INC		785.20			Negotiable
330625		07-JUN-12	REIHER, JASON		28.38			Negotiable
330626		07-JUN-12	SAIC ENERGY, ENVIRONMENT & INFRASTRUCTURE LLC		21,215.00			Negotiable
330627		07-JUN-12	SAN DIEGO FLUID SYSTEM TECH		11.92			Negotiable
330628		07-JUN-12	SANDERS PAVING INC		3,875.00			Negotiable
330629		07-JUN-12	SANTA ANA BLUE PRINT		1,881.74			Negotiable
330630		07-JUN-12	SANTA ANA CITY OF		19,760.37			Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31

BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 6  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330631		07-JUN-12	SCOTT HEALTH & SAFETY		1,923.06			Negotiable
330632		07-JUN-12	SEPARATION PROCESSES INC		1,578.00			Negotiable
330633		07-JUN-12	SHAMROCK SUPPLY CO INC		203.19			Negotiable
330634		07-JUN-12	SHARMA, DILLI		12.43			Negotiable
330635		07-JUN-12	SIMI VALLEY LANDFILL AND RECYCLING CENTER		1,228.20			Negotiable
330636		07-JUN-12	SIRIUS COMPUTER SOLUTIONS INC		4,355.95			Negotiable
330637		07-JUN-12	SNELSON COMPANIES INC		1,159.26			Negotiable
330638		07-JUN-12	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		4,438.46			Negotiable
330639		07-JUN-12	SOUTHERN CALIFORNIA EDISON COMPANY		9,736.91			Negotiable
330640		07-JUN-12	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		930.77			Negotiable
330641		07-JUN-12	SOUTHERN COUNTIES LUBRICANTS LLC		51.19			Negotiable
330642		07-JUN-12	SPARKLETTS		510.23			Negotiable
330643		07-JUN-12	SPARKLING INSTRUMENTS LLC		1,932.94			Negotiable
330644		07-JUN-12	STANDARD PACIFIC		23.41			Negotiable
330645		07-JUN-12	SUKUT CONSTRUCTION INC		7,110.00			Negotiable
330646		07-JUN-12	SUMNER, CURT		25.65			Negotiable
330647		07-JUN-12	SUPERMEDIA LLC		71.25			Negotiable
330648		07-JUN-12	TARRADELL, NURIA L		27.79			Negotiable
330649		07-JUN-12	TEJADA, EDUARDO		19.69			Negotiable
330650		07-JUN-12	TEKDRUALICS		18,154.46			Negotiable
330651		07-JUN-12	THOMPSON, BARBARA		44.96			Negotiable
330652		07-JUN-12	TIMOTHY W. HOGAN		727.31			Negotiable
330653		07-JUN-12	TRANSCEND INVESTMENT		42.13			Negotiable
330654		07-JUN-12	TREASURES FURNITURE		95.65			Negotiable
330655		07-JUN-12	TRIMARK RAYGAL, INC.		742.62			Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 7  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330656		07-JUN-12	TROPICAL PLAZA NURSERY INC		20,275.00			Negotiable
330657		07-JUN-12	TRUCPARCO		956.30			Negotiable
330658		07-JUN-12	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		660.00			Negotiable
330659		07-JUN-12	UNITED PARCEL SERVICE INC		20.00			Negotiable
330660		07-JUN-12	US BANK NAT'L ASSOCIATION NORTH DAKOTA		85,778.71			Negotiable
330661		07-JUN-12	US PEROXIDE LLC		20,639.05			Negotiable
330662		07-JUN-12	VAN DAELE HOMES		43.02			Negotiable
330663		07-JUN-12	VARMA, RAMA		22.26			Negotiable
330664		07-JUN-12	VERIZON CALIFORNIA INC		212.04			Negotiable
330665		07-JUN-12	VWR INTERNATIONAL, LLC		582.20			Negotiable
330666		07-JUN-12	WALTERS WHOLESALE ELECTRIC		3,538.56			Negotiable
330667		07-JUN-12	WASTE MANAGEMENT OF ORANGE COUNTY		1,599.31			Negotiable
330668		07-JUN-12	WESTERN EXTERMINATOR COMPANY		546.00			Negotiable
330669		07-JUN-12	WESTERN WEATHER GROUP INC		1,798.00			Negotiable
330670		07-JUN-12	WILLIAM LYON HOMES		26.56			Negotiable

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330671	07-JUN-12	WILSON, JEFF	15.00	Negotiable
330672	07-JUN-12	WIRELESS WATCHDOGS LLC	1,112.00	Negotiable
330673	07-JUN-12	WOODBURY SQUARE APARTMENTS	122.32	Negotiable
330674	07-JUN-12	ZUGHNI, SAM	63.27	Negotiable
330675	07-JUN-12	EAST ORANGE COUNTY WATER DISTRICT	1,609.05	Negotiable
330676	14-JUN-12	Alexander Murphy	217.00	Negotiable
330677	14-JUN-12	Cheryl Kelly	240.24	Negotiable
330678	14-JUN-12	David Mazzarella	272.24	Negotiable
330679	14-JUN-12	Garrick Frost	645.19	Negotiable
330680	14-JUN-12	Gretchen Maswadeh	66.55	Negotiable
330681	14-JUN-12	Hector Sanchez	749.15	Negotiable
330682	14-JUN-12	Jeffrey Schreck	150.00	Negotiable
330683	14-JUN-12	ADS LLC	1,291.00	Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 8  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330684		14-JUN-12	AERATION INDUSTRIES INTERNATIONAL INC		13,932.00			Negotiable
330685		14-JUN-12	AIRGAS-WEST, INC.		33.76			Negotiable
330686		14-JUN-12	ALEXANDER CONTRACT SERVICES INC		98,743.17			Negotiable
330687		14-JUN-12	ALHAMBRA FOUNDRY CO LTD		9,458.51			Negotiable
330688		14-JUN-12	AMERIDEX PLATE EXCHANGERS		5,910.30			Negotiable
330689		14-JUN-12	ANALYSTS, INC.		63.84			Negotiable
330690		14-JUN-12	ANIKTER INC		1,534.36			Negotiable
330691		14-JUN-12	ANTHEM BLUE CROSS		1,085.60			Negotiable
330692		14-JUN-12	AOSAFETY		125.58			Negotiable
330693		14-JUN-12	APPLIED TECHNOLOGY GROUP INC		10,903.05			Negotiable
330694		14-JUN-12	ARCADIS U.S., INC.		14,160.00			Negotiable
330695		14-JUN-12	ASSOCIATED POWER INC		1,817.07			Negotiable
330696		14-JUN-12	AT&T		121.50			Negotiable
330697		14-JUN-12	AT&T		1,770.87			Negotiable
330698		14-JUN-12	BDC SPECIAL WASTE		200.00			Negotiable
330699		14-JUN-12	BIOMAGIC INC		12,976.40			Negotiable
330700		14-JUN-12	BLOOMBERG FINANCE LP		16,380.00			Negotiable
330701		14-JUN-12	BRENNTAG PACIFIC INC		6,456.12			Negotiable
330702		14-JUN-12	BUSH & ASSOCIATES INC		3,668.00			Negotiable
330703		14-JUN-12	BUTIER ENGINEERING INC		22,448.00			Negotiable
330704		14-JUN-12	CALDESAL		5,000.00			Negotiable
330705		14-JUN-12	CALIFORNIA BARRICADE INC		2,195.00			Negotiable
330706		14-JUN-12	CANON BUSINESS SOLUTIONS INC		1,528.96			Negotiable
330707		14-JUN-12	CANON FINANCIAL SERVICES INC		3,333.90			Negotiable
330708		14-JUN-12	CARL WARREN & CO		286.72			Negotiable
330709		14-JUN-12	CDW GOVERNMENT LLC		387.60			Negotiable
330710		14-JUN-12	CERTIFIED TRANSPORTATION		620.41			Negotiable
330711		14-JUN-12	CHEM TECH INTERNATIONAL INC		3,913.25			Negotiable
330712		14-JUN-12	CHO DESIGN ASSOCIATES, INC		2,970.00			Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 9  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330713		14-JUN-12	CLEARINGHOUSE		528.45			Negotiable
330714		14-JUN-12	COASTAL TRAFFIC SYSTEMS, INC		510.00			Negotiable
330715		14-JUN-12	CONEYBEARE INC		6,232.58			Negotiable
330716		14-JUN-12	CROSSBRIDGE SOLUTIONS INC		114.63			Negotiable
330717		14-JUN-12	DANGELO CO		5,942.41			Negotiable
330718		14-JUN-12	DRUCK INC, GE SENSING		3,896.86			Negotiable
330719		14-JUN-12	DUDEK		3,280.00			Negotiable
330720		14-JUN-12	DUDLEY RIDGE WATER		127,924.72			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
330721		14-JUN-12	DISTRICT EAGLE AERIAL IMAGING		18,856.25			Negotiable
330722		14-JUN-12	EAST ORANGE COUNTY WATER DISTRICT		1,525.67			Negotiable
330723		14-JUN-12	ELECTRABOND		195.00			Negotiable
330724		14-JUN-12	ELECTRICAL SYSTEMS ENGINEERING		19,450.00			Negotiable
330725		14-JUN-12	EMPLOYEE BENEFIT SPECIALIST, INC		680.00			Negotiable
330726		14-JUN-12	EVERGREEN OIL INC		231.50			Negotiable
330727		14-JUN-12	FARRELL & ASSOCIATES		259.35			Negotiable
330728		14-JUN-12	FIRE EXTINGUISHING SAFETY		446.28			Negotiable
330729		14-JUN-12	FIRST CHOICE SERVICES		1,256.14			Negotiable
330730		14-JUN-12	FISHER SCIENTIFIC COMPANY LLC		8,427.71			Negotiable
330731		14-JUN-12	FIVE POINT PARTNERS LLC		29,157.27			Negotiable
330732		14-JUN-12	FORTIS RESOURCE PARTNERS INC		3,920.00			Negotiable
330733		14-JUN-12	FRANCHISE TAX BOARD		250.00			Negotiable
330734		14-JUN-12	FRANK LA PLACA EXTERMINATING INC		175.00			Negotiable
330735		14-JUN-12	GANAHL LUMBER CO.		1,065.19			Negotiable
330736		14-JUN-12	GENTERRA CONSULTANTS INC		8,164.95			Negotiable
330737		14-JUN-12	GJ AUTOMOTIVE EQUIPMENT CO INC		725.72			Negotiable
330738		14-JUN-12	GOLDEN BELL PRODUCTS		210.00			Negotiable
330739		14-JUN-12	GOOGLE INC.		1,076.16			Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 10  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330740		14-JUN-12	GRAINGER		127.81			Negotiable
330741		14-JUN-12	HACH COMPANY		635.96			Negotiable
330742		14-JUN-12	HDR ENGINEERING INC		43,670.41			Negotiable
330743		14-JUN-12	HEALTH SCIENCE ASSOCIATES, INC.		1,956.00			Negotiable
330744		14-JUN-12	HOME DEPOT USA INC		241.67			Negotiable
330745		14-JUN-12	INTERNAL REVENUE SERVICE		1,451.11			Negotiable
330746		14-JUN-12	IRON MOUNTAIN INFORMATION MANAGEMENT INC		1,648.87			Negotiable
330747		14-JUN-12	IRVINE CHAMBER OF COMMERCE		1,440.00			Negotiable
330748		14-JUN-12	IRVINE PIPE & SUPPLY INC		1,696.62			Negotiable
330749		14-JUN-12	IRWD-PETTY CASH CUSTODIAN		750.08			Negotiable
330750		14-JUN-12	JOHN G. ALEVIZOS D.O. INC.		156.37			Negotiable
330751		14-JUN-12	KELLY SERVICES INC		1,361.92			Negotiable
330752		14-JUN-12	KENNEDY/JENKS CONSULTANTS INC		22,386.25			Negotiable
330753		14-JUN-12	KENNY THE PRINTER		403.58			Negotiable
330754		14-JUN-12	LAGUNA BEACH COUNTY WATER DISTRICT		1,243.69			Negotiable
330755		14-JUN-12	LCS TECHNOLOGIES, INC.		2,875.00			Negotiable
330756		14-JUN-12	MC MASTER CARR SUPPLY CO		588.11			Negotiable
330757		14-JUN-12	MCR TECHNOLOGIES INC		20,525.36			Negotiable
330758		14-JUN-12	MGH PAINTING INC		11,170.04			Negotiable
330759		14-JUN-12	MOODY'S INVESTORS SERVICE INC		12,000.00			Negotiable
330760		14-JUN-12	MUTUAL PROPANE		149.79			Negotiable
330761		14-JUN-12	NATIONAL READY MIXED CONCRETE CO		352.35			Negotiable
330762		14-JUN-12	NEPTUNE TECHNOLOGY		71,345.15			Negotiable
330763		14-JUN-12	NEWPORT BEACH CHAMBER OF COMMERCE		580.00			Negotiable
330764		14-JUN-12	NINYO & MOORE		65,569.07			Negotiable
330765		14-JUN-12	O'HAREN GOVERNMENT RELATIONS		6,585.65			Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 11  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )

Payment Type: All

Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330766		14-JUN-12	OCE NORTH AMERICA INC		15,130.93			Negotiable
330767		14-JUN-12	OLIN CORPORATION		2,597.73			Negotiable
330768		14-JUN-12	ON ASSIGNMENT LAB SUPPORT		11,965.63			Negotiable
330769		14-JUN-12	ONESOURCE DISTRIBUTORS LLC		1,152.14			Negotiable
330770		14-JUN-12	ORANGE COUNTY FIRE AUTHORITY		1,831.00			Negotiable
330771		14-JUN-12	ORANGE, COUNTY OF		330.00			Negotiable
330772		14-JUN-12	ORANGE, COUNTY OF		420.00			Negotiable
330773		14-JUN-12	PACIFIC COAST BOLT CORP		1,428.77			Negotiable
330774		14-JUN-12	PERS LONG TERM CARE		1,394.27			Negotiable
330775		14-JUN-12	PIVOT INTERIORS INC		22,393.60			Negotiable
330776		14-JUN-12	POLLARDWATER.COM		3,029.92			Negotiable
330777		14-JUN-12	PORTOLA PLACE APTS		816.09			Negotiable
330778		14-JUN-12	PRAXAIR		165.44			Negotiable
330779		14-JUN-12	DISTRIBUTION INC PROVOST & PRITCHARD ENGINEERING GROUP, INC.		13,428.38			Negotiable
330780		14-JUN-12	PRUDENTIAL OVERALL SUPPLY		755.83			Negotiable
330781		14-JUN-12	PTI SAND & GRAVEL INC		488.72			Negotiable
330782		14-JUN-12	REED, JAMES D		1,935.77			Negotiable
330783		14-JUN-12	RINGCLEAR LLC		92.36			Negotiable
330784		14-JUN-12	RRM DESIGN GROUP		1,732.42			Negotiable
330785		14-JUN-12	SANTA ANA BLUE PRINT		2,379.04			Negotiable
330786		14-JUN-12	SHAMROCK SUPPLY CO INC		421.50			Negotiable
330787		14-JUN-12	SOS SURVIVAL PRODUCTS		173.56			Negotiable
330788		14-JUN-12	SOUTH COAST WATER		40.00			Negotiable
330789		14-JUN-12	SOUTHERN CALIFORNIA EDISON COMPANY		32,895.21			Negotiable
330790		14-JUN-12	SOUTHERN CALIFORNIA WATER COMMITTEE INC		100.00			Negotiable
330791		14-JUN-12	SPARKLETT'S		98.87			Negotiable
IRWD Ledger								
BANK: Bank of America N.A.			Branch : Los Angeles		Payment Register For 01-JUN-12 To 30-JUN-12		Report Date: 02-JUL-2012 10:31	
Bank Account Currency: USD ( US Dollar )					Account: Checking AP and PR		Page: 12	
Payment Type: All					Payment Currency: USD ( US Dollar )		Display Supplier Address: No	

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330792		14-JUN-12	THE GAS COMPANY		1,147.93			Negotiable
330793		14-JUN-12	THE PLUMBERS WAREHOUSE		560.19			Negotiable
330794		14-JUN-12	THOMAS HARDER & CO		4,567.50			Negotiable
330795		14-JUN-12	TROPICAL PLAZA NURSERY INC		8,468.43			Negotiable
330796		14-JUN-12	TRUGREEN LANDCARE LLC		41,000.00			Negotiable
330797		14-JUN-12	UNITED PARCEL SERVICE INC		26.78			Negotiable
330798		14-JUN-12	VULCAN MATERIALS COMPANY		2,665.37			Negotiable
330799		14-JUN-12	WALTERS WHOLESALE ELECTRIC		2,434.15			Negotiable
330800		14-JUN-12	WASTE MANAGEMENT OF ORANGE COUNTY		1,376.19			Voided
330801		14-JUN-12	WAXIE'S ENTERPRISES, INC		1,897.99			Negotiable
330802		14-JUN-12	WECK LABORATORIES INC		360.00			Negotiable
330803		14-JUN-12	WESTERN AV		880.10			Negotiable
330804		14-JUN-12	WESTERN EXTERMINATOR COMPANY		880.00			Negotiable
330805		14-JUN-12	MARSH RISK & INSURANCE SVCS	LOS ANGELES	265,924.51			Negotiable
330806		15-JUN-12	WASTE MANAGEMENT OF ORANGE COUNTY		1,102.86			Negotiable
330807		15-JUN-12	UNITED STATES POSTAL SERVICE	IRVINE	2,120.00			Negotiable

330808	15-JUN-12	FERGUSON, DAVID	PAY		4,861.82	Negotiable
330809	21-JUN-12	BANK OF NEW YORK	NEWARK		1,378.00	Negotiable
		MELLON TRUST				
		COMPANY NA				
330810	20-JUN-12	Charles Boone			20.50	Negotiable
330811	20-JUN-12	David Mazzarella			201.75	Negotiable
330812	20-JUN-12	Eileen Lin			1,175.00	Negotiable
330813	20-JUN-12	Eric Akiyoshi			27.21	Negotiable
330814	20-JUN-12	Gina Jackson			24.20	Negotiable
330815	20-JUN-12	Gregory Herr			115.45	Negotiable
330816	20-JUN-12	Jacob Moeder			47.00	Negotiable
330817	20-JUN-12	Jenny Pan			165.03	Negotiable
330818	20-JUN-12	Kelly Lew			125.00	Negotiable
330819	20-JUN-12	Martin Perez			16.50	Negotiable
330820	20-JUN-12	Richard Gallegos			132.00	Negotiable
330821	20-JUN-12	Roberta Sitzler			600.00	Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 13  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330822		20-JUN-12	AC SPRAGGINS ENG & UNDERGROUND		636.06			Negotiable
330823		20-JUN-12	ACCURATE MEASUREMENT SYSTEMS INC		4,735.39			Negotiable
330824		20-JUN-12	ACTION ELECTRIC CORP		304.17			Negotiable
330825		20-JUN-12	ADT SECURITY SERVICES INC		905.93			Negotiable
330826		20-JUN-12	ALVANDI, ROMEO		20.31			Negotiable
330827		20-JUN-12	AMIN, TENNY		34.04			Negotiable
330828		20-JUN-12	ANDERSON, KRISTEN		23.27			Negotiable
330829		20-JUN-12	ANDERSON, VICTORIA		12.44			Negotiable
330830		20-JUN-12	ANIXTER INC		22,074.16			Negotiable
330831		20-JUN-12	ANTHEM BLUE CROSS		388.00			Negotiable
330832		20-JUN-12	AOSAFETY		227.46			Negotiable
330833		20-JUN-12	APPLIED TECHNOLOGY GROUP INC		12,122.46			Negotiable
330834		20-JUN-12	ARCADIS U.S., INC.		54.14			Negotiable
330835		20-JUN-12	AT&T		48.06			Negotiable
330836		20-JUN-12	AT&T		15.41			Negotiable
330837		20-JUN-12	AT&T		31.43			Negotiable
330838		20-JUN-12	ATWI, IBTISSAM		34.50			Negotiable
330839		20-JUN-12	BAILEY, CATHERINE J		2.44			Negotiable
330840		20-JUN-12	BANK OF NEW YORK MELLON TRUST COMPANY NA		2,500.00			Negotiable
330841		20-JUN-12	BARRETT, AIMEE		38.12			Negotiable
330842		20-JUN-12	BATTERY SPECIALTIES		409.81			Negotiable
330843		20-JUN-12	BELL, PATRICK		31.90			Negotiable
330844		20-JUN-12	BENSON, CORDELL		23.35			Negotiable
330845		20-JUN-12	BERRY, JASON		24.00			Negotiable
330846		20-JUN-12	BIOMAGIC INC		12,586.54			Negotiable
330847		20-JUN-12	BIOMERIEUX INC		354.89			Negotiable
330848		20-JUN-12	BLACK STAR REALTY		25.97			Negotiable
330849		20-JUN-12	BONTHA, MADHU		35.39			Negotiable
330850		20-JUN-12	BOYD & ASSOCIATES		135.00			Negotiable
330851		20-JUN-12	BRADY, KIMBERLY		35.08			Negotiable
330852		20-JUN-12	BRAVO, RENE		1,513.20			Negotiable
330853		20-JUN-12	BRENNTAG PACIFIC INC		6,677.25			Negotiable
330854		20-JUN-12	BRESSE, MAUREEN		23.27			Negotiable
330855		20-JUN-12	BRITHINEE ELECTRIC		1,546.18			Negotiable
330856		20-JUN-12	BROWN, JOANNA		31.61			Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 14  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330857		20-JUN-12	BRUCE NEWELL		1,316.00			Negotiable
330858		20-JUN-12	BUNNIN, NOLEY		30.82			Negotiable
330859		20-JUN-12	BUSH & ASSOCIATES INC		8,840.00			Negotiable
330860		20-JUN-12	C WELLS PIPELINE MATERIALS INC		25,497.96			Negotiable
330861		20-JUN-12	CAIN, PHILLIP		34.22			Negotiable
330862		20-JUN-12	CALIFORNIA BARRICADE INC		13,417.48			Negotiable
330863		20-JUN-12	CALIFORNIA PACIFIC HOMES		1,038.48			Negotiable

330864	20-JUN-12	CARLIN, BARBARA	21.45	Negotiable
330865	20-JUN-12	CDW GOVERNMENT LLC	387.62	Negotiable
330866	20-JUN-12	CH2M HILL, INC	25,760.00	Negotiable
330867	20-JUN-12	CHANG, SHIH-PING	15.61	Negotiable
330868	20-JUN-12	CHAPMAN UNIVERSITY	641.62	Negotiable
330869	20-JUN-12	CHEAP, CHHUN	43.37	Negotiable
330870	20-JUN-12	CHEN, SCOTT	4.54	Negotiable
330871	20-JUN-12	CHOU, VINCENT	27.47	Negotiable
330872	20-JUN-12	CITY OF IRVINE	539.50	Negotiable
330873	20-JUN-12	CLASE, NEERA	33.55	Negotiable
330874	20-JUN-12	COASTAL IGNITION & CONTROLS, INC	487.62	Negotiable
330875	20-JUN-12	COASTAL TRAFFIC SYSTEMS, INC	510.00	Negotiable
330876	20-JUN-12	CONEYBEARE INC	2,239.52	Negotiable
330877	20-JUN-12	CONN, CHRIS	12.91	Negotiable
330878	20-JUN-12	CONNOLLY, MILCA	23.59	Negotiable
330879	20-JUN-12	CORELOGIC INC	30.00	Negotiable
330880	20-JUN-12	COSSON, MELISSA	30.08	Negotiable
330881	20-JUN-12	CPWH	72.24	Negotiable
330882	20-JUN-12	CREDENTIAL CHECK CORPORATION	94.69	Negotiable
330883	20-JUN-12	CUCINA HOLDINGS INC	39.13	Negotiable
330884	20-JUN-12	CUNNINGHAM, SCOTT	24.49	Negotiable
330885	20-JUN-12	D & G SIGNS	1,961.05	Negotiable
330886	20-JUN-12	D ANGELO, DEBBIE	15.00	Negotiable
330887	20-JUN-12	DATASITE INC	2,862.00	Negotiable
330888	20-JUN-12	DCSE INC	5,201.25	Negotiable
330889	20-JUN-12	DEE JASPAR & ASSOCIATES, INC.	23,610.52	Negotiable
330890	20-JUN-12	DELPHIN COMPUTER SUPPLY	6,718.21	Negotiable
330891	20-JUN-12	DENNIS W. WEAVER	50,175.00	Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 15  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330892		20-JUN-12	DETECTION INSTRUMENTS CORP		7,312.17			Negotiable
330893		20-JUN-12	DIRECTV INC		89.99			Negotiable
330894		20-JUN-12	DISCOVERY SCIENCE CENTER		9,668.40			Negotiable
330895		20-JUN-12	DJ NELSON & SON POOL SERVICE		2,247.55			Negotiable
330896		20-JUN-12	DOBSON, NANCY		26.56			Negotiable
330897		20-JUN-12	DUDEK		1,410.00			Negotiable
330898		20-JUN-12	DUMOVICH, RICHARD		21.84			Negotiable
330899		20-JUN-12	DUSABLON, STEVE		24.66			Negotiable
330900		20-JUN-12	ELECTRABOND		880.00			Negotiable
330901		20-JUN-12	EMAM, PEYMAN		32.34			Negotiable
330902		20-JUN-12	ENVIRONMENTAL ENGINEERING AND CONTRACTING, INC.		23,044.70			Negotiable
330903		20-JUN-12	ENVIRONMENTAL EXPRESS INC		1,831.40			Negotiable
330904		20-JUN-12	ESA PWA		5,597.44			Negotiable
330905		20-JUN-12	ESCOE, ADRIENNE		33.24			Negotiable
330906		20-JUN-12	EVERGREEN OIL INC		160.00			Negotiable
330907		20-JUN-12	EXPRESSAIR		292.00			Negotiable
330908		20-JUN-12	FARRELL & ASSOCIATES		800.32			Negotiable
330909		20-JUN-12	FEDEX		360.26			Negotiable
330910		20-JUN-12	FERGUSON WATERWORKS		15,785.26			Negotiable
330911		20-JUN-12	FIRST CHOICE SERVICES		167.13			Negotiable
330912		20-JUN-12	FISHER SCIENTIFIC COMPANY LLC		5,564.52			Negotiable
330913		20-JUN-12	FLATIRON WEST INC		439,340.46			Negotiable
330914		20-JUN-12	FLEET SOLUTIONS LLC		3,992.00			Negotiable
330915		20-JUN-12	FORTIS RESOURCE PARTNERS INC		12,829.60			Negotiable
330916		20-JUN-12	FORWARD, BRANDY		62.63			Negotiable
330917		20-JUN-12	FU, HAI		34.27			Negotiable
330918		20-JUN-12	FUNKE, ERICH		52.68			Negotiable
330919		20-JUN-12	GANAHL LUMBER CO.		4,714.50			Negotiable
330920		20-JUN-12	GARLINGTON, CHARLOTTE		50.87			Negotiable
330921		20-JUN-12	GARZA INDUSTRIES, INC		258.52			Negotiable
330922		20-JUN-12	GATEWAY PACIFIC CONTRACTORS, INC.		93,731.48			Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 16  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330923		20-JUN-12	GATEWAY PACIFIC CONTRACTORS, INC.		10,414.61			Negotiable
330924		20-JUN-12	GEI CONSULTANTS INC		5,920.31			Negotiable
330925		20-JUN-12	GENTERRA CONSULTANTS INC		2,105.75			Negotiable
330926		20-JUN-12	GILL, PATRICK		22.08			Negotiable
330927		20-JUN-12	GODARD, DOUGLAS		56.76			Negotiable
330928		20-JUN-12	GOLDEN STATE LABOR COMPLIANCE LLC		25,780.88			Negotiable
330929		20-JUN-12	GONCALVES, GREGG		28.38			Negotiable
330930		20-JUN-12	GRAINGER		1,383.90			Negotiable
330931		20-JUN-12	HACH COMPANY		180.81			Negotiable
330932		20-JUN-12	HAMEL, JODY		23.59			Negotiable
330933		20-JUN-12	HAMER, MARTIN		14.21			Negotiable
330934		20-JUN-12	HAMZEH, ALI		37.21			Negotiable
330935		20-JUN-12	HARDEN, SHERRY		51.09			Negotiable
330936		20-JUN-12	HARIRI, HMID		72.69			Negotiable
330937		20-JUN-12	HARMSWORTH ASSOCIATES		7,335.00			Negotiable
330938		20-JUN-12	HARRIS, BRIAN		52.30			Negotiable
330939		20-JUN-12	HAYDEN, TINE		15.14			Negotiable
330940		20-JUN-12	HDR ENGINEERING INC		26,521.28			Negotiable
330941		20-JUN-12	HILL BROTHERS CHEMICAL COMPANY		3,036.92			Negotiable
330942		20-JUN-12	HILLEBRECHT, WARREN K		174.82			Negotiable
330943		20-JUN-12	HO, VU		65.40			Negotiable
330944		20-JUN-12	HOME DEPOT USA INC		1,231.64			Negotiable
330945		20-JUN-12	HORORWITZ, SHEILA		775.42			Negotiable
330946		20-JUN-12	HFA INC		2,554.07			Negotiable
330947		20-JUN-12	HYDRO-SCAPE PRODUCTS INC		58.22			Negotiable
330948		20-JUN-12	II FUELS INC		26,791.74			Negotiable
330949		20-JUN-12	INORGANIC VENTURES INC		173.31			Negotiable
330950		20-JUN-12	INQUIPCO		6,100.00			Negotiable
330951		20-JUN-12	IRVINE PIPE & SUPPLY INC		1,200.20			Negotiable
330952		20-JUN-12	IZTURIS, MAICER F		100.67			Negotiable
330953		20-JUN-12	JONES, CHRISTOPHE		18.55			Negotiable
330954		20-JUN-12	KABAKLIAN, ANKIN		30.51			Negotiable
330955		20-JUN-12	KAM, HIRAM		10.62			Negotiable
330956		20-JUN-12	KASSAJIKIAN, MARINA		12.51			Negotiable

IRWD Ledger  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Report Date: 02-JUL-2012 10:31  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar ) Page: 17  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330957		20-JUN-12	KB HOMES		34.43			Negotiable
330958		20-JUN-12	KIM, IAN		25.65			Negotiable
330959		20-JUN-12	KING, KAREN		23.63			Negotiable
330960		20-JUN-12	KOLLA, SRIRAM		231.02			Negotiable
330961		20-JUN-12	KONECRANES INC		320.00			Negotiable
330962		20-JUN-12	KPRS CONSTRUCTION SERVICES, INC		1,939.06			Negotiable
330963		20-JUN-12	L&S CONSTRUCTION INC		15,930.90			Negotiable
330964		20-JUN-12	LAUREL HILL GIS, INC		1,500.00			Negotiable
330965		20-JUN-12	LBA IV PPII RETAIL LLC		43.52			Negotiable
330966		20-JUN-12	LEARY, CHARLENE		23.58			Negotiable
330967		20-JUN-12	LEATHERWOOD CONSTRUCTION INC		6,859.20			Negotiable
330968		20-JUN-12	LEATHERWOOD CONSTRUCTION INC		232,285.30			Negotiable
330969		20-JUN-12	LEE & SAKAHARA ARCHITECTS, INC		1,430.69			Negotiable
330970		20-JUN-12	LEE, RACHEL		64.74			Negotiable
330971		20-JUN-12	LEE, ROSE		36.77			Negotiable
330972		20-JUN-12	LEE, SOON		28.60			Negotiable
330973		20-JUN-12	LGC GEOTECHNICAL, INC.		3,042.50			Negotiable
330974		20-JUN-12	LINDROS, RANDY		32.11			Negotiable
330975		20-JUN-12	LINSK, STEVEN J		115.00			Negotiable
330976		20-JUN-12	LLOYD, TRACY		39.65			Negotiable
330977		20-JUN-12	LOFMAN, BO		35.14			Negotiable
330978		20-JUN-12	LOPEZ, ROY		12.42			Negotiable
330979		20-JUN-12	LOWE-LANGFORD, J L		28.04			Negotiable

330980	20-JUN-12	MAI, HANXUN	25.71	Negotiable
330981	20-JUN-12	MALIK, ISHRAT	79.97	Negotiable
330982	20-JUN-12	MANZANO, JANICE	25.71	Negotiable
330983	20-JUN-12	MARLO, JOHN	26.56	Negotiable
330984	20-JUN-12	MARTYNOWICZ, BRANDON	13.78	Negotiable
330985	20-JUN-12	MARX, NANCY	14.85	Negotiable
330986	20-JUN-12	MC MASTER CARR SUPPLY CO	42.37	Negotiable
330987	20-JUN-12	MEHTA, SANJI	28.38	Negotiable
330988	20-JUN-12	MEYERS, SCOTT	18.67	Negotiable
330989	20-JUN-12	MGH PAINTING INC	9,975.00	Negotiable
330990	20-JUN-12	MOREL, LISA	35.37	Negotiable
330991	20-JUN-12	MULNE, CAROLYN K	42.18	Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 18  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
330992		20-JUN-12	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY		32,126.00			Negotiable
330993		20-JUN-12	MURPHY, PATRICK		6.85			Negotiable
330994		20-JUN-12	MUTUAL PROPANE		78.25			Negotiable
330995		20-JUN-12	NATIONAL READY MIXED CONCRETE CO		2,562.15			Negotiable
330996		20-JUN-12	NAVARRO, ERNESTO		42.40			Negotiable
330997		20-JUN-12	NCM DEMOLITION & REMEDIATION		425.76			Negotiable
330998		20-JUN-12	NEOGOV		1,500.00			Negotiable
330999		20-JUN-12	NEW RESOURCES GROUP INC		344.45			Negotiable
331000		20-JUN-12	NEWPORT BEACH, CITY OF		1,085.10			Negotiable
331001		20-JUN-12	OLIN CORPORATION		4,507.70			Negotiable
331002		20-JUN-12	ON ASSIGNMENT LAB SUPPORT		3,734.40			Negotiable
331003		20-JUN-12	ONESOURCE DISTRIBUTORS LLC		564.78			Negotiable
331004		20-JUN-12	ORANGE COUNTY VECTOR CONTROL DISTRICT		1,377.64			Negotiable
331005		20-JUN-12	ORANGE, COUNTY OF		498.50			Negotiable
331006		20-JUN-12	PACIFIC GAS AND ELECTRIC COMPANY		1,095.64			Negotiable
331007		20-JUN-12	PALL ADVANCED SEPARATIONS		28,125.00			Negotiable
331008		20-JUN-12	PAN, JANUARY		31.90			Negotiable
331009		20-JUN-12	PARKWAY LAWMOWER SHOP		991.30			Negotiable
331010		20-JUN-12	PASCAL & LUDWIG CONSTRUCTORS		894.00			Negotiable
331011		20-JUN-12	PASCAL & LUDWIG CONSTRUCTORS		930,329.80			Negotiable
331012		20-JUN-12	PATEL, GIRISH		36.98			Negotiable
331013		20-JUN-12	PATEL, JITESH		32.33			Negotiable
331014		20-JUN-12	PAUL E BRADLEY INC		3,892.50			Negotiable
331015		20-JUN-12	PAULUS ENGINEERING INC		130,014.99			Negotiable
331016		20-JUN-12	PENHALL COMPANY		385.00			Negotiable
331017		20-JUN-12	PEREZ, CLARIZCEL		62.98			Negotiable
331018		20-JUN-12	PERIC, DENISE		77.89			Negotiable
331019		20-JUN-12	PETERSON, DAVID		59.22			Negotiable
331020		20-JUN-12	PGMC COMPANY INC		542.77			Negotiable
331021		20-JUN-12	PHAM, THUY		35.99			Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 19  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
331022		20-JUN-12	PINEDA REALTY		17.50			Negotiable
331023		20-JUN-12	PINNACLE TOWERS LLC		569.34			Negotiable
331024		20-JUN-12	PORTER, RUSSELL		12.47			Negotiable
331025		20-JUN-12	POULSON, RANDALL		33.86			Negotiable
331026		20-JUN-12	PRUDENTIAL OVERALL SUPPLY		874.09			Negotiable
331027		20-JUN-12	PTI SAND & GRAVEL INC		1,905.59			Negotiable
331028		20-JUN-12	PYRAMID WIRE AND CABLE		2,052.80			Negotiable
331029		20-JUN-12	QUALITY ENVIRONMENTAL		1,878.84			Negotiable



331030	20-JUN-12	R&B AUTOMATION INC	3,066.43	Negotiable
331031	20-JUN-12	RAM AIR ENGINEERING INC	2,266.17	Negotiable
331032	20-JUN-12	RAY, MAUREEN	29.60	Negotiable
331033	20-JUN-12	RAYHAUN, LINDA	15.66	Negotiable
331034	20-JUN-12	REAL ESTATE ESTABLISHM	13.68	Negotiable
331035	20-JUN-12	REYFF, LISA	19.65	Negotiable
331036	20-JUN-12	RHYME, WINIFRED	10.26	Negotiable
331037	20-JUN-12	RIDGE LANDSCAPE ARCHITECTS	450.00	Negotiable
331038	20-JUN-12	RUSSELL, JUSTIN	11.33	Negotiable
331039	20-JUN-12	SANTA ANA BLUE PRINT	3,428.21	Negotiable
331040	20-JUN-12	SCHRAEDER, ALLEN	32.83	Negotiable
331041	20-JUN-12	SECURTEC DISTRICT PATROL INC	3,700.00	Negotiable
331042	20-JUN-12	SEMA CONSTRUCTION INC	402.28	Negotiable
331043	20-JUN-12	SERRATOS, FERNANDO	24.58	Negotiable
331044	20-JUN-12	SHAMROCK SUPPLY CO INC	512.42	Negotiable
331045	20-JUN-12	SIGMA-ALDRICH INC	389.97	Negotiable
331046	20-JUN-12	SILVERWOOD LANDSCAPE	821.33	Negotiable
331047	20-JUN-12	SMITH, VALERIE	10.65	Negotiable
331048	20-JUN-12	SO CAL PATIENTS	14.12	Negotiable
331049	20-JUN-12	SONG, VICTORIA	19.83	Negotiable
331050	20-JUN-12	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	115.56	Negotiable

331051 20-JUN-12 SOUTH COAST WATER 151.66 Negotiable  
 IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 20  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
331052		20-JUN-12	SOUTHERN CALIFORNIA EDISON COMPANY		140,771.55			Negotiable
331053		20-JUN-12	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		598.71			Negotiable
331054		20-JUN-12	SOUTHERN COUNTIES LUBRICANTS LLC		2,090.35			Negotiable
331055		20-JUN-12	SPIRIT HALLOWEEN		98.59			Negotiable
331056		20-JUN-12	SPODEN, JOHN K		64.12			Negotiable
331057		20-JUN-12	STARR, RUTH		60.99			Negotiable
331058		20-JUN-12	SULLY-MILLER CONTRACTING CO.		28,018.61			Negotiable
331059		20-JUN-12	SULLY-MILLER CONTRACTING CO.		532,353.69			Negotiable
331060		20-JUN-12	SYNAGRO SOUTH, LLC		22,902.96			Negotiable
331061		20-JUN-12	SZESTERNIAK, MICHAEL		25.65			Negotiable
331062		20-JUN-12	T AND S LARSEN MAINTENANCE		360.00			Negotiable
331063		20-JUN-12	TAYLOR WOODROW HOMES		43.60			Negotiable
331064		20-JUN-12	TETRA TECH, INC		6,863.17			Negotiable
331065		20-JUN-12	THE GAS COMPANY		788.12			Negotiable
331066		20-JUN-12	THE NEW HOME COMPANY		11.89			Negotiable
331067		20-JUN-12	TOBEY, LISA		35.44			Negotiable
331068		20-JUN-12	TRAN, TAM		21.45			Negotiable
331069		20-JUN-12	TRUCPARCO		1,280.72			Negotiable
331070		20-JUN-12	TRUGREEN LANDCARE LLC		41,000.00			Negotiable
331071		20-JUN-12	UNITED STATES POSTAL SERVICE		29.55			Negotiable
331072		20-JUN-12	UNIVAR USA INC		7,125.73			Negotiable
331073		20-JUN-12	UPCRAFT, JIL		37.52			Negotiable
331074		20-JUN-12	US PEROXIDE LLC		25,094.55			Negotiable
331075		20-JUN-12	VALDEZ, NICOLE		32.33			Negotiable
331076		20-JUN-12	VERIZON CALIFORNIA INC		237.92			Negotiable
331077		20-JUN-12	VINGLE, ASHLEE		168.03			Negotiable
331078		20-JUN-12	W.M. LYLES CO		279,530.73			Negotiable
331079		20-JUN-12	WALNUT SQ HOA		3,259.67			Negotiable
331080		20-JUN-12	WALTERS WHOLESALE ELECTRIC		46.89			Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 21  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Cleared

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
331081		20-JUN-12	WATERLINE TECHNOLOGIES INC		459.48			Negotiable
331082		20-JUN-12	WAXIE'S ENTERPRISES, INC		859.13			Negotiable
331083		20-JUN-12	WECK LABORATORIES INC		570.00			Negotiable
331084		20-JUN-12	WELLS, ROBERT		23.27			Negotiable
331085		20-JUN-12	WELLS, WALTER		30.41			Negotiable
331086		20-JUN-12	WESTERN EXTERMINATOR COMPANY		1,762.00			Negotiable
331087		20-JUN-12	WILDERMUTH ENVIRONMENTAL INC		10,264.35			Negotiable
331088		20-JUN-12	WILLIAM LYON HOMES		126.26			Negotiable
331089		20-JUN-12	WINGETT, JESSICA		29.43			Negotiable
331090		20-JUN-12	WINKER, CAROLE		400.68			Negotiable
331091		20-JUN-12	WOOD, KIMBERLY		13.54			Negotiable
331092		20-JUN-12	ZAKHAR, RICK		29.77			Negotiable
331093		20-JUN-12	Frederick Bertsch HOME		178.10			Negotiable
331094		20-JUN-12	RUMANTIER, DORYS	IRVINE	688.34			Negotiable
331095		21-JUN-12	NGUYEN, LILY	IRVINE	558.74			Negotiable
331096		26-JUN-12	THE FURMAN GROUP	WASHINGTON	10,070.00			Negotiable
331097		26-JUN-12	THE FURMAN GROUP	WASHINGTON	10,050.00			Negotiable
331098		26-JUN-12	O'HAREN GOVERNMENTPAY RELATIONS		6,618.65			Negotiable
331099		27-JUN-12	SUPERIOR WATER TECHNOLOGIES	PAY	35,815.00			Negotiable
331100		28-JUN-12	PAUL E BRADLEY INCPAY		17,212.50			Negotiable
331101		28-JUN-12	IRVINE UNIFIED SCHOOL DISTRICT	IRVINE 6	100.00			Negotiable
331102		28-JUN-12	IRVINE UNIFIED SCHOOL DISTRICT	TURTLE ROCK	100.00			Negotiable
331103		28-JUN-12	IRVINE UNIFIED SCHOOL DISTRICT	IRVINE 5	100.00			Negotiable
331104		28-JUN-12	IRVINE UNIFIED SCHOOL DISTRICT	IRVINE 1	100.00			Negotiable
331105		28-JUN-12	IRVINE UNIFIED SCHOOL DISTRICT	OAK CREEK 1	100.00			Negotiable
331106		28-JUN-12	Alejandro Coria		210.00			Negotiable
331107		28-JUN-12	Deborah Cherney		64.28			Negotiable
331108		28-JUN-12	Erika Blaska		409.75			Negotiable
331109		28-JUN-12	Jesus Perez		195.00			Negotiable
331110		28-JUN-12	Karen Bonecki		19.80			Negotiable
331111		28-JUN-12	Kelly Lew		157.50			Negotiable
331112		28-JUN-12	Kirsten McLaughlin		112.75			Negotiable
331113		28-JUN-12	Luminita Popescu		255.00			Negotiable
IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31								
BANK: Bank of America N.A.			Branch : Los Angeles		Account: Checking AP and PR		Page: 22	
Bank Account Currency: USD ( US Dollar )					Payment Currency: USD ( US Dollar )			
Payment Type: All					Display Supplier Address: No			

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
331114		28-JUN-12	Mattias Velardes		309.98			Negotiable
331115		28-JUN-12	Michael Hoffman		210.00			Negotiable
331116		28-JUN-12	Roberta Sitzler		49.30			Negotiable
331117		28-JUN-12	Rory Moore		70.00			Negotiable
331118		28-JUN-12	Steven Malloy		36.77			Negotiable
331119		28-JUN-12	Thomas Bonkowski		27.61			Negotiable
331120		28-JUN-12	Truc Mai Bertsch		15.00			Negotiable
331121		28-JUN-12	ABREAU-GRACIA, JOSEPH		51.79			Negotiable
331122		28-JUN-12	Acorn Media		5,516.98			Negotiable
331123		28-JUN-12	AFFORDABLE PIPELINE SERVICES		8,700.00			Negotiable
331124		28-JUN-12	AFLAC		8,636.94			Negotiable
331125		28-JUN-12	AIRGAS-WEST, INC.		290.15			Negotiable
331126		28-JUN-12	ALL AMERICAN ASPHALT		833.38			Negotiable
331127		28-JUN-12	APD CONSULTANTS INC		13,550.00			Negotiable
331128		28-JUN-12	AST CORPORATION		92,260.00			Negotiable
331129		28-JUN-12	AT&T		51.00			Negotiable
331130		28-JUN-12	AT&T		3,821.65			Negotiable
331131		28-JUN-12	BANK OF NEW YORK MELLON TRUST COMPANY NA		1,551.00			Negotiable
331132		28-JUN-12	BARTOLIC, PATRICK		24.43			Negotiable
331133		28-JUN-12	BATTERY SPECIALTIES		273.11			Negotiable
331134		28-JUN-12	BAUM, MARISA		173.72			Negotiable
331135		28-JUN-12	BAUTISTA, CRISELDA		9.32			Negotiable
331136		28-JUN-12	BERNHOF, CHRIS		30.01			Negotiable
331137		28-JUN-12	BIOMAGIC INC		10,108.69			Negotiable
331138		28-JUN-12	BITECH CONSTRUCTION CO INC		492.80			Negotiable

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331139	28-JUN-12	BORCHARD SURVEYING & MAPPING, INC.		4,422.00		Negotiable
331140	28-JUN-12	BOYD & ASSOCIATES		410.00		Negotiable
331141	28-JUN-12	C WELLS PIPELINE MATERIALS INC		22,590.90		Negotiable
331142	28-JUN-12	CAL WATER PURIFICATION		152.00		Negotiable
331143	28-JUN-12	CALIFORNIA BARRICADE INC		1,200.00		Negotiable
331144	28-JUN-12	CALIFORNIA UTILITY EQUIPMENT INC.		681.14		Negotiable
331145	28-JUN-12	CASTILLO, CESAR		31.24		Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 23  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
331146		28-JUN-12	CENICEROF, ELIA		37.79			Negotiable
331147		28-JUN-12	CHARLES BORKMAN CONSULTANTS		2,500.00			Negotiable
331148		28-JUN-12	CHOU, LICHUN		51.35			Negotiable
331149		28-JUN-12	CITY OF IRVINE		7,160.60			Negotiable
331150		28-JUN-12	CLEARINGHOUSE		528.45			Negotiable
331151		28-JUN-12	COAST PLUMBING HEATING AND AIR, INC		59.95			Negotiable
331152		28-JUN-12	COASTAL TRAFFIC SYSTEMS, INC		510.00			Negotiable
331153		28-JUN-12	COLONIAL LIFE & ACCIDENT INSURANCE CO.		2,782.41			Negotiable
331154		28-JUN-12	COLUMBIA SQUARE MAINTENANCE		3,641.72			Negotiable
331155		28-JUN-12	COMMERCE ENERGY INC		447.69			Negotiable
331156		28-JUN-12	COMMERCIAL DOOR OF ORANGE COUNTY, INC.		373.26			Negotiable
331157		28-JUN-12	CONEYBEARE INC		4,005.20			Negotiable
331158		28-JUN-12	COX COMMUNICATIONS		222.28			Negotiable
331159		28-JUN-12	CPWH		63.19			Negotiable
331160		28-JUN-12	CRUMP & CO, INC.		7,369.98			Negotiable
331161		28-JUN-12	DAVID WESTPHAL PHOTOGRAPHY		927.88			Negotiable
331162		28-JUN-12	DELPHIN COMPUTER SUPPLY		780.11			Negotiable
331163		28-JUN-12	DISCOVERY SCIENCE CENTER		17,001.36			Negotiable
331164		28-JUN-12	DOHMAN, GARY K		26.56			Negotiable
331165		28-JUN-12	DRILCO INC		756.22			Negotiable
331166		28-JUN-12	DWYER INSTRUMENTS INC		71.69			Negotiable
331167		28-JUN-12	EI&C ENGINEERING INC		6,080.00			Negotiable
331168		28-JUN-12	EISEL ENTERPRISES INC		4,084.80			Negotiable
331169		28-JUN-12	ELECTRICAL SYSTEMS ENGINEERING		21,700.00			Negotiable
331170		28-JUN-12	EMA INC		5,580.00			Negotiable
331171		28-JUN-12	ENTERPRISE INFORMATION SYSTEMS INC		6,450.00			Negotiable
331172		28-JUN-12	ESA PWA		10,963.82			Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 24  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
331173		28-JUN-12	EVOLVE MEDIA		6,146.00			Negotiable
331174		28-JUN-12	FARRELL & ASSOCIATES		2,634.71			Negotiable
331175		28-JUN-12	FEDEX		431.70			Negotiable
331176		28-JUN-12	FEDEX NATIONAL LTL, INC		3,274.14			Negotiable
331177		28-JUN-12	FERGUSON WATERWORKS		250.00			Negotiable
331178		28-JUN-12	PIERRO, SERGIO D		5,350.50			Negotiable
331179		28-JUN-12	FISERV		10,668.14			Negotiable
331180		28-JUN-12	FISHER SCIENTIFIC COMPANY LLC		1,396.70			Negotiable
331181		28-JUN-12	FISHNET SECURITY INC		3,418.19			Negotiable
331182		28-JUN-12	FLEMING TRAILERS,		7,785.75			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
331183		28-JUN-12	INC FORTIS RESOURCE PARTNERS INC		14,134.30			Negotiable
331184		28-JUN-12	FRANCHISE TAX BOARD		250.00			Negotiable
331185		28-JUN-12	GATEWAY PACIFIC CONTRACTORS, INC.		24,374.88			Negotiable
331186		28-JUN-12	GATEWAY PACIFIC CONTRACTORS, INC.		138,733.92			Negotiable
331187		28-JUN-12	GENTERRA CONSULTANTS INC		5,625.00			Negotiable
331188		28-JUN-12	GEORGE YARDLEY CO INC		3,280.31			Negotiable
331189		28-JUN-12	GLOBALSTAR INC		170.13			Negotiable
331190		28-JUN-12	GRAINGER		386.88			Negotiable
331191		28-JUN-12	GROUP PROPERTIES PREFERRED		40.25			Negotiable
331192		28-JUN-12	GUO, ZHILIAT		27.64			Negotiable
331193		28-JUN-12	GUPTA, ROHIT		30.39			Negotiable
331194		28-JUN-12	H2O INNOVATION USA INC		9,875.29			Negotiable
331195		28-JUN-12	HALLIGAN, KIRSTY A		28.04			Negotiable
331196		28-JUN-12	HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY		270.57			Negotiable
331197		28-JUN-12	HAYES KING, KAREN		25.65			Negotiable
331198		28-JUN-12	HDR ENGINEERING INC		9,195.74			Negotiable
331199		28-JUN-12	HEARTLAND BUSINESS CREDIT CORPORATION		570.58			Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 25  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
331200		28-JUN-12	HEWITT ASSOCIATES LLC		6,534.00			Negotiable
331201		28-JUN-12	HILL BROTHERS CHEMICAL COMPANY		23,087.27			Negotiable
331202		28-JUN-12	HOME DEPOT USA INC		1,492.24			Negotiable
331203		28-JUN-12	IMAGE OPTIONS, INC		38.38			Negotiable
331204		28-JUN-12	INTERNAL REVENUE SERVICE		1,462.78			Negotiable
331205		28-JUN-12	IRVINE PIPE & SUPPLY INC		2,096.23			Negotiable
331206		28-JUN-12	IRWD-PETTY CASH CUSTODIAN		896.09			Negotiable
331207		28-JUN-12	IVER, RAVI		36.97			Negotiable
331208		28-JUN-12	JANG, YOUNG		28.26			Negotiable
331209		28-JUN-12	JCI JONES CHEMICALS INC		12,915.65			Negotiable
331210		28-JUN-12	JOHN G. ALEVIZOS D.O. INC.		95.00			Negotiable
331211		28-JUN-12	JONES & STOKES ASSOCIATES, INC		3,508.62			Negotiable
331212		28-JUN-12	KELLY SERVICES INC		1,532.16			Negotiable
331213		28-JUN-12	KEMP-MEEK MFG, INC		1,391.59			Negotiable
331214		28-JUN-12	KENNY THE PRINTER		943.41			Negotiable
331215		28-JUN-12	KILL-N-BUGS TERMITE AND PEST CONTROL SERVICES		975.00			Negotiable
331216		28-JUN-12	KIM, JESSICA		26.80			Negotiable
331217		28-JUN-12	KLANN, ARNOLD		47.09			Negotiable
331218		28-JUN-12	KNORR, G DAYTON		41.78			Negotiable
331219		28-JUN-12	LAYNE CHRISTENSEN COMPANY		19,962.32			Negotiable
331220		28-JUN-12	LBA IV PPII RETAIL LLC		1,922.32			Negotiable
331221		28-JUN-12	LGC GEOTECHNICAL, INC.		1,317.50			Negotiable
331222		28-JUN-12	LICTAWA, ROBERT		31.73			Negotiable
331223		28-JUN-12	LIM, SE		34.48			Negotiable
331224		28-JUN-12	LINDE ELECTRONICS & SPECIALTY		2,699.17			Negotiable
331225		28-JUN-12	LOCHRIDGE, DAVID		3,564.00			Negotiable
331226		28-JUN-12	LODIN, MICHELE		41.68			Negotiable
331227		28-JUN-12	LOTUS CONSULTING		10,800.00			Negotiable
331228		28-JUN-12	LYNCH, TOM		55.41			Negotiable
331229		28-JUN-12	MARLOW, STEPHEN		30.20			Negotiable
331230		28-JUN-12	MARVIN GARDENS LLC		2,593.70			Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 26  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
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Payment Document : IRWD CHECK

Payment Number	Date	Supplier Name	Payment Amount	Status
331231	28-JUN-12	MATT CONSTRUCTION CORP	598.56	Negotiable
331232	28-JUN-12	MBC APPLIED ENVIRONMENTAL SCIENCES	1,000.00	Negotiable
331233	28-JUN-12	MC MASTER CARR SUPPLY CO	742.21	Negotiable
331234	28-JUN-12	MERCHANTS LANDSCAPE SERVICES INC	1,298.89	Negotiable
331235	28-JUN-12	MIRANDA, ROBERT J	59.68	Negotiable
331236	28-JUN-12	MISCOWATER	2,302.22	Negotiable
331237	28-JUN-12	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	151.65	Negotiable
331238	28-JUN-12	NATIONAL READY MIXED CONCRETE CO	425.62	Negotiable
331239	28-JUN-12	NEW RESOURCES GROUP INC	600.00	Negotiable
331240	28-JUN-12	NEWPORT BEACH, CITY OF	150,000.00	Negotiable
331241	28-JUN-12	NEWPORT BLUFFS APTS	944.28	Negotiable
331242	28-JUN-12	NINYO & MOORE	6,785.77	Negotiable
331243	28-JUN-12	NMG GEOTECHNICAL INC	13,369.30	Negotiable
331244	28-JUN-12	O G SUPPLY	296.84	Negotiable
331245	28-JUN-12	OLIN CORPORATION	30,919.63	Negotiable
331246	28-JUN-12	ON ASSIGNMENT LAB SUPPORT	8,713.60	Negotiable
331247	28-JUN-12	ONESOURCE DISTRIBUTORS LLC	2,402.32	Negotiable
331248	28-JUN-12	ORANGE, COUNTY OF	412.00	Negotiable
331249	28-JUN-12	ORRICK, HERRINGTON & SUTCLIFFE LLP	61,537.50	Negotiable
331250	28-JUN-12	ORTIZ ENTERPRISES INCORPORATED	20,398.00	Negotiable
331251	28-JUN-12	ORTIZ, INGRID	190.09	Negotiable
331252	28-JUN-12	PACIFIC MECHANICAL SUPPLY	1,733.70	Negotiable
331253	28-JUN-12	PACIFIC PARTS & CONTROLS INC	3,649.98	Negotiable
331254	28-JUN-12	PACIFIC PARTY RENTAL	1,314.49	Negotiable
331255	28-JUN-12	PADUA, DAVID	35.08	Negotiable
331256	28-JUN-12	PAIK SUKJOON	213.14	Negotiable

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 BANK: Bank of America N.A.      Branch : Los Angeles      Account: Checking AP and PR      Page: 27  
 Bank Account Currency: USD ( US Dollar )      Payment Currency: USD ( US Dollar )  
 Payment Type: All      Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
331257		28-JUN-12	PERS LONG TERM CARE		1,394.27			Negotiable
331258		28-JUN-12	PIVOT INTERIORS INC		2,542.68			Negotiable
331259		28-JUN-12	PONTON INDUSTRIES INC		1,727.94			Negotiable
331260		28-JUN-12	PRAXAIR DISTRIBUTION INC		3,609.92			Negotiable
331261		28-JUN-12	PRE-PAID LEGAL SERVICES INC		2,291.19			Negotiable
331262		28-JUN-12	PRIORITY MAILING SYSTEMS LLC		162.31			Negotiable
331263		28-JUN-12	PRO GROWERS INC		1,283.30			Negotiable
331264		28-JUN-12	PROPERTY SALES II LLC		25.68			Negotiable
331265		28-JUN-12	PRUDENTIAL OVERALL SUPPLY		23.25			Negotiable
331266		28-JUN-12	PRUDENTIAL OVERALL SUPPLY		1,057.97			Negotiable
331267		28-JUN-12	PSOMAS		4,925.87			Negotiable
331268		28-JUN-12	QUINN POWER SYSTEMS		480.98			Negotiable
331269		28-JUN-12	R & S SOIL PRODUCTS INC		840.45			Negotiable
331270		28-JUN-12	RAM AIR ENGINEERING INC		13,223.29			Negotiable
331271		28-JUN-12	RENNIE, JOHN		25.65			Negotiable
331272		28-JUN-12	RIZWAN, ALI		66.23			Negotiable
331273		28-JUN-12	ROJO, CAROLYN		27.47			Negotiable
331274		28-JUN-12	ROUZE, KATHRYN		20.00			Negotiable
331275		28-JUN-12	SAAM, KATAYOUN		32.82			Negotiable
331276		28-JUN-12	SAMAAN, EDWAR		44.48			Negotiable
331277		28-JUN-12	SANTA ANA BLUE PRINT		368.23			Negotiable
331278		28-JUN-12	SANTIAGO AQUEDUCT COMMISSION		19,890.00			Negotiable

331279	28-JUN-12	SCAP	10,114.00	Negotiable
331280	28-JUN-12	SHAMROCK SUPPLY CO INC	1,071.56	Negotiable
331281	28-JUN-12	SLAGLE, ROBERT M	46.69	Negotiable
331282	28-JUN-12	SMARTVIEW	67.60	Negotiable
331283	28-JUN-12	SMITH, MARILYN	2,400.00	Negotiable
331284	28-JUN-12	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	737.26	Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 28  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
331285		28-JUN-12	SOUTH COAST ANSWERING SERVICE		683.96			Negotiable
331286		28-JUN-12	SOUTH COAST WATER DISTRICT		410.88			Negotiable
331287		28-JUN-12	SOUTHERN CALIFORNIA EDISON COMPANY		328,633.08			Negotiable
331288		28-JUN-12	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		125.00			Negotiable
331289		28-JUN-12	SPECTER INSTRUMENTS		1,003.34			Negotiable
331290		28-JUN-12	SS MECHANICAL CORPORATION		8,502.50			Negotiable
331291		28-JUN-12	STRADLING YOCCA CARLSON & RAUTH		40,000.00			Negotiable
331292		28-JUN-12	STRAIGHT-LINE SOLUTIONS		1,231.65			Negotiable
331293		28-JUN-12	SUMMERTIME, INC		26.56			Negotiable
331294		28-JUN-12	TAY, JANICE		37.59			Negotiable
331295		28-JUN-12	TETRA TECH, INC		29,541.09			Negotiable
331296		28-JUN-12	THE GAS COMPANY		2,048.01			Negotiable
331297		28-JUN-12	TIC-ICDC		67.78			Negotiable
331298		28-JUN-12	TRAN, THANH		114.49			Negotiable
331299		28-JUN-12	TROPICAL PLAZA NURSERY INC		1,400.00			Negotiable
331300		28-JUN-12	TRUGREEN LANDCARE LLC		502.93			Negotiable
331301		28-JUN-12	UNITED PARCEL SERVICE INC		171.67			Negotiable
331302		28-JUN-12	UNIVAR USA INC		2,375.24			Negotiable
331303		28-JUN-12	UNIVERSITY OF CALIFORNIA		36,872.00			Negotiable
331304		28-JUN-12	US BANK NAT'L ASSOCIATION NORTH DAKOTA		89,294.45			Negotiable
331305		28-JUN-12	US PEROXIDE LLC		6,740.40			Negotiable
331306		28-JUN-12	VALDESPINO, RINI		27.79			Negotiable
331307		28-JUN-12	VALLEY CREST LANDSCAPE		761.63			Negotiable
331308		28-JUN-12	VERIZON CALIFORNIA INC		192.09			Negotiable
331309		28-JUN-12	VERIZON WIRELESS SERVICES LLC		6,501.94			Negotiable
331310		28-JUN-12	WALSH, EDMOND B		20.12			Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 29  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
331311		28-JUN-12	WILLIAM LYON HOMES		302.64			Negotiable
331312		28-JUN-12	WILLIAM LYON HOMES		672.96			Negotiable
331313		28-JUN-12	WILLIAM LYON HOMES		160.25			Negotiable
331314		28-JUN-12	WILLIAM LYON HOMES		309.37			Negotiable
331315		28-JUN-12	WILLIAM LYON HOMES		432.95			Negotiable
331316		28-JUN-12	WORKFLOWONE		2,239.72			Negotiable
331317		28-JUN-12	XYLEM DEWATERING SOLUTIONS INC		2,366.19			Negotiable
331318		28-JUN-12	XYLEM WATER SOLUTIONS USA INC		371.74			Negotiable
331319		28-JUN-12	YUI HSIEH		900.00			Negotiable
331320		28-JUN-12	ZAFARI, REZA		117.34			Negotiable
331321		28-JUN-12	ZEBRON CONTRACTING INC		39,910.00			Negotiable
331322		29-JUN-12	MANALO, JOSEFINO	ORANGE	144.99			Negotiable
331323		29-JUN-12	CHILDREN'S EDUCATION FOUNDATION OF	FULLERTON	2,500.00			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
331324		29-JUN-12	ORANGE COUNTY MARK C. DANGLER	PURCHASE_P AY	2,342.29			Negotiable
331325		29-JUN-12	GREGORY WINNER	PURCHASE_P AY	9,369.17			Negotiable
331326		29-JUN-12	CITY OF TUSTIN	TUSTIN	10,000.00			Negotiable
331327		29-JUN-12	PETERSON, JEFF	ORANGE	637.93			Negotiable
331328		29-JUN-12	Anthony Mossbarger		26.91			Negotiable
331329		29-JUN-12	C WELLS PIPELINE MATERIALS INC		786.58			Negotiable
331330		29-JUN-12	CALIFORNIA BARRICADE INC		1,300.00			Negotiable
331331		29-JUN-12	CARDIAC SCIENCE CORPORATION		2,510.04			Negotiable
331332		29-JUN-12	CHAPMAN UNIVERSITY		110.08			Negotiable
331333		29-JUN-12	COAST PLUMBING HEATING AND AIR, INC		308.00			Negotiable
331334		29-JUN-12	COASTAL TRAFFIC SYSTEMS, INC		510.00			Negotiable
331335		29-JUN-12	CONEYBEARE INC		1,632.00			Negotiable
331336		29-JUN-12	GRAINGER		421.85			Negotiable
331337		29-JUN-12	HARPER & ASSOCIATES ENGINEERING INC		14,300.00			Negotiable
331338		29-JUN-12	HDR ENGINEERING INC		154,507.94			Negotiable
331339		29-JUN-12	HOME DEPOT USA INC		458.19			Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 30  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
331340		29-JUN-12	INSITUFORM TECHNOLOGIES INC		23,561.80			Negotiable
331341		29-JUN-12	JCI JONES CHEMICALS INC		7,861.70			Negotiable
331342		29-JUN-12	JOHN G. ALEVIOS D.O. INC.		247.00			Negotiable
331343		29-JUN-12	KIMBALL MIDWEST		365.66			Negotiable
331344		29-JUN-12	KIRBY BUILT PRODUCTS, INC.		12,644.69			Negotiable
331345		29-JUN-12	LGC GEOTECHNICAL, INC.		6,880.00			Negotiable
331346		29-JUN-12	MALCOLM PIRNIE INC		43,261.46			Negotiable
331347		29-JUN-12	MC MASTER CARR SUPPLY CO		270.31			Negotiable
331348		29-JUN-12	MOBILE MODULAR MANAGEMENT CORPORATION		1,108.75			Negotiable
331349		29-JUN-12	NATIONAL READY MIXED CONCRETE CO		603.41			Negotiable
331350		29-JUN-12	NATURES IMAGE INC		3,970.64			Negotiable
331351		29-JUN-12	NMG GEOTECHNICAL INC		7,495.30			Negotiable
331352		29-JUN-12	PAYNE & FEARS LLP		17,881.70			Negotiable
331353		29-JUN-12	PRUDENTIAL OVERALL SUPPLY		743.84			Negotiable
331354		29-JUN-12	PTI SAND & GRAVEL INC		762.52			Negotiable
331355		29-JUN-12	SANTA ANA BLUE PRINT		630.82			Negotiable
331356		29-JUN-12	SEPARATION PROCESSES INC		8,746.00			Negotiable
331357		29-JUN-12	SHAMROCK SUPPLY CO INC		22.30			Negotiable
331358		29-JUN-12	SOUTHERN CALIFORNIA EDISON COMPANY		533.08			Negotiable
331359		29-JUN-12	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		33.77			Negotiable
331360		29-JUN-12	SPATIAL WAVE, INC.		16,700.00			Negotiable
331361		29-JUN-12	STANTEC CONSULTING SERVICES INC.		1,188.00			Negotiable
331362		29-JUN-12	TRUGREEN LANDCARE LLC		10,260.80			Negotiable
331363		29-JUN-12	VA CONSULTING, INC		1,617.00			Negotiable

IRWD Ledger Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 31  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								

331364	29-JUN-12	W E O'NEIL CONSTRUCTION CO	927.71	Negotiable
331365	29-JUN-12	W E O'NEIL CONSTRUCTION CO	927.71	Negotiable
331366	29-JUN-12	WILDERMUTH ENVIRONMENTAL INC	18,585.25	Negotiable
331367	30-JUN-12	AT&T	12,115.20	Negotiable
331368	30-JUN-12	AT&T	4,056.18	Negotiable
331369	30-JUN-12	BILL'S SWEEPING SERVICE INC	805.00	Negotiable
331370	30-JUN-12	BLACK & VEATCH CORPORATION	34,033.19	Negotiable
331371	30-JUN-12	BOWIE, ARNESON, WILES & GIANNONE	1,397.23	Negotiable
331372	30-JUN-12	CALIFORNIA BANK & TRUST	22,487.92	Negotiable
331373	30-JUN-12	CITY OF ORANGE	27.37	Negotiable
331374	30-JUN-12	D & G SIGNS	1,784.63	Negotiable
331375	30-JUN-12	IRVINE PIPE & SUPPLY INC	99.26	Negotiable
331376	30-JUN-12	NINYO & MOORE	23,001.25	Negotiable
331377	30-JUN-12	PAULUS ENGINEERING INC	157,755.96	Negotiable
331378	30-JUN-12	PSB THE MARKETING SUPERSOURCE	7,814.00	Negotiable
331379	30-JUN-12	ROBERTS ROOFING INC	78,800.00	Negotiable
331380	30-JUN-12	SOUTHERN CALIFORNIA EDISON COMPANY	187,605.50	Negotiable
331381	30-JUN-12	TETRA TECH, INC	16,537.94	Negotiable
331382	30-JUN-12	TROPICAL PLAZA NURSERY INC	21,375.00	Negotiable
331383	30-JUN-12	UNITED STATES POSTAL SERVICE	65,000.00	Negotiable
331384	30-JUN-12	VERIZON CALIFORNIA INC	259.03	Negotiable
331385	30-JUN-12	VWR INTERNATIONAL, LLC	2,861.15	Negotiable
331386	30-JUN-12	WAXIE'S ENTERPRISES, INC	407.94	Negotiable
331387	30-JUN-12	WORKSRIGHT SOFTWARE INC	4,800.00	Negotiable
331388	30-JUN-12	ZEBRON CONTRACTING INC	88,200.00	Negotiable

IRWD Ledger  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Report Date: 02-JUL-2012 10:31  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar ) Page: 32  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
331389		30-JUN-12	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	1,171.30			Negotiable
331390		30-JUN-12	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	1,171.30			Negotiable
331391		30-JUN-12	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	1,171.30			Negotiable
331392		30-JUN-12	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	1,081.20			Negotiable
331393		30-JUN-12	VALLEY CREST LANDSCAPE	ALISO VIEJO	510.62			Negotiable
331394		30-JUN-12	AT&T	CAROL STREAM 2	59.28			Negotiable
331395		30-JUN-12	LEE, SHIOWLING	NEWPORT BEACH	51.52			Negotiable
331396		30-JUN-12	VERIZON CALIFORNIA INC	PAY	84.60			Negotiable
Payment Document Subtotal:					8,549,159.49			
Payment Document : IRWD Wire								
9457		07-JUN-12	CALPERS	SACRAMENTO	321,998.57			Negotiable
9458		21-JUN-12	YORK INSURANCE SERVICES GROUP INC - CA	PAY	2,152.48			Negotiable
9459		21-JUN-12	YORK INSURANCE SERVICES GROUP INC - CA	PAY	89.11			Negotiable
9460		21-JUN-12	YORK INSURANCE SERVICES GROUP INC - CA	PAY	14,975.99			Negotiable
9461		26-JUN-12	YORK INSURANCE SERVICES GROUP INC	PAY	660.11			Negotiable

9462	28-JUN-12	- CA INTERNAL REVENUE SERVICE	FRESNO	143,534.28	Negotiable
9463	28-JUN-12	FRANCHISE TAX BOARD	SACRAMENTO	39,550.92	Negotiable
9464	28-JUN-12	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	10,189.06	Negotiable

IRWD Ledger  
 BANK: Bank of America N.A. Branch : Los Angeles  
 Bank Account Currency: USD ( US Dollar )  
 Payment Type: All

Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 Account: Checking AP and PR Page: 33  
 Payment Currency: USD ( US Dollar )  
 Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD Wire								
9465		28-JUN-12	WILLIAMS, TWYLA	PARKER	1,158.79			Negotiable
9466		28-JUN-12	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	2,029.20			Negotiable
9467		28-JUN-12	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	11,364.51			Negotiable
9468		28-JUN-12	GREAT WEST	DENVER	83,469.27			Negotiable
9469		28-JUN-12	CALPERS	SACRAMENTO	247,983.61			Negotiable
9470		28-JUN-12	INTERNAL REVENUE SERVICE	FRESNO	167,608.16			Negotiable
9471		28-JUN-12	FRANCHISE TAX BOARD	SACRAMENTO	45,982.08			Negotiable
9472		28-JUN-12	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	10,880.12			Negotiable
9473		28-JUN-12	WILLIAMS, TWYLA	PARKER	1,158.79			Negotiable
9474		28-JUN-12	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	2,029.20			Negotiable
9475		28-JUN-12	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	12,029.90			Negotiable
9476		28-JUN-12	GREAT WEST	DENVER	84,039.05			Negotiable
9477		28-JUN-12	CALPERS	SACRAMENTO	266,106.16			Negotiable
9478		28-JUN-12	U.S. BANK NATIONALPAY ASSOCIATION		10,372.94			Negotiable
9479		28-JUN-12	BANK OF AMERICA MERRILL LYNCH	PAY	11,147.52			Negotiable
9480		28-JUN-12	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	2,881.69			Negotiable
9481		28-JUN-12	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	17,378.46			Negotiable
9482		28-JUN-12	BANK OF AMERICA MERRILL LYNCH	PAY	2,300,347.51			Negotiable
9483		28-JUN-12	U.S. BANK NATIONALPAY ASSOCIATION		8,770.99			Negotiable
9484		28-JUN-12	CITIGROUP GLOBAL MARKETS INC.	NEW YORK	2,776,030.69			Negotiable
9485		29-JUN-12	INTERNAL REVENUE SERVICE	FRESNO	145,448.33			Negotiable
9486		29-JUN-12	FRANCHISE TAX BOARD	SACRAMENTO	39,712.38			Negotiable

IRWD Ledger  
 BANK: Bank of America N.A. Branch : Los Angeles  
 Bank Account Currency: USD ( US Dollar )  
 Payment Type: All

Payment Register For 01-JUN-12 To 30-JUN-12 Report Date: 02-JUL-2012 10:31  
 Account: Checking AP and PR Page: 34  
 Payment Currency: USD ( US Dollar )  
 Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD Wire								
9487		29-JUN-12	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	11,057.86			Negotiable
9488		29-JUN-12	WILLIAMS, TWYLA	PARKER	1,158.79			Negotiable
9489		29-JUN-12	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	2,029.20			Negotiable
9490		29-JUN-12	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	9,866.92			Negotiable
9491		29-JUN-12	GREAT WEST	DENVER	82,441.88			Negotiable
9492		29-JUN-12	CALPERS	SACRAMENTO	246,519.06			Negotiable
9493		29-JUN-12	BANK OF AMERICA MERRILL LYNCH	PAY	593,692.67			Negotiable
9494		29-JUN-12	BANK OF AMERICA	SAN FRANCISCO	77,010.77			Negotiable
9495		29-JUN-12	BANK OF AMERICA MERRILL LYNCH	PAY	660,000.00			Negotiable
9496		29-JUN-12	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	1,197.24			Negotiable

9497	29-JUN-12	CITIGROUP GLOBAL MARKETS INC.	NEW YORK	593,692.73	Negotiable
9498	29-JUN-12	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	925.03	Negotiable
9499	29-JUN-12	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	6,372.95	Negotiable
9500	29-JUN-12	SUMITOMO MITSUI BANKING CORPORAION	NEW YORK	9,112.13	Negotiable
9501	29-JUN-12	MUNICIPAL WATER DISTRICT OF ORANGEVALLEY COUNTY	FOUNTAIN	1,342,144.36	Negotiable
9502	29-JUN-12	CITIGROUP GLOBAL MARKETS INC.	NEW YORK	881,931.02	Negotiable
9503	29-JUN-12	BANK OF AMERICA	SAN FRANCISCO	112,145.00	Negotiable
9504	29-JUN-12	BANK OF AMERICA MERRILL LYNCH	PAY	11,563.80	Negotiable
9505	29-JUN-12	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	417.61	Negotiable
9506	29-JUN-12	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	194.44	Negotiable

IRWD Ledger  
 BANK: Bank of America N.A. Branch : Los Angeles  
 Bank Account Currency: USD ( US Dollar )  
 Payment Type: All

Payment Register For 01-JUN-12 To 30-JUN-12  
 Account: Checking AP and PR  
 Payment Currency: USD ( US Dollar )  
 Display Supplier Address: No

Report Date: 02-JUL-2012 10:31  
 Page: 35

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD Wire								
9507		29-JUN-12	J.R. FILANC CONSTRUCTION COMPANY INC.	ESCONDIDO	3,502,039.26			Negotiable
Payment Document Subtotal:					14,926,592.59			
Bank Account Subtotal :					23,475,752.08			
Report Count : 957	Report Total:				23,475,752.08			

\*\*\* End of Report \*\*\*

July 23, 2012

Prepared and Submitted by: Various

Approved by: Paul Cook 

CONSENT CALENDAR

DISTRICT STRATEGIC MEASURES DASHBOARD

SUMMARY:

Provided as Exhibits "A", "B", and "C" are the Strategic Measures Dashboard and informational items for Board review.

RECOMMENDATION:

THAT THE BOARD RECEIVE AND FILE THE STRATEGIC MEASURES DASHBOARD AND INFORMATION ITEMS.

EXHIBITS:

Exhibit "A" - Strategic Measures Dashboard

Exhibit "B" - Dyer Road Wellfield Status

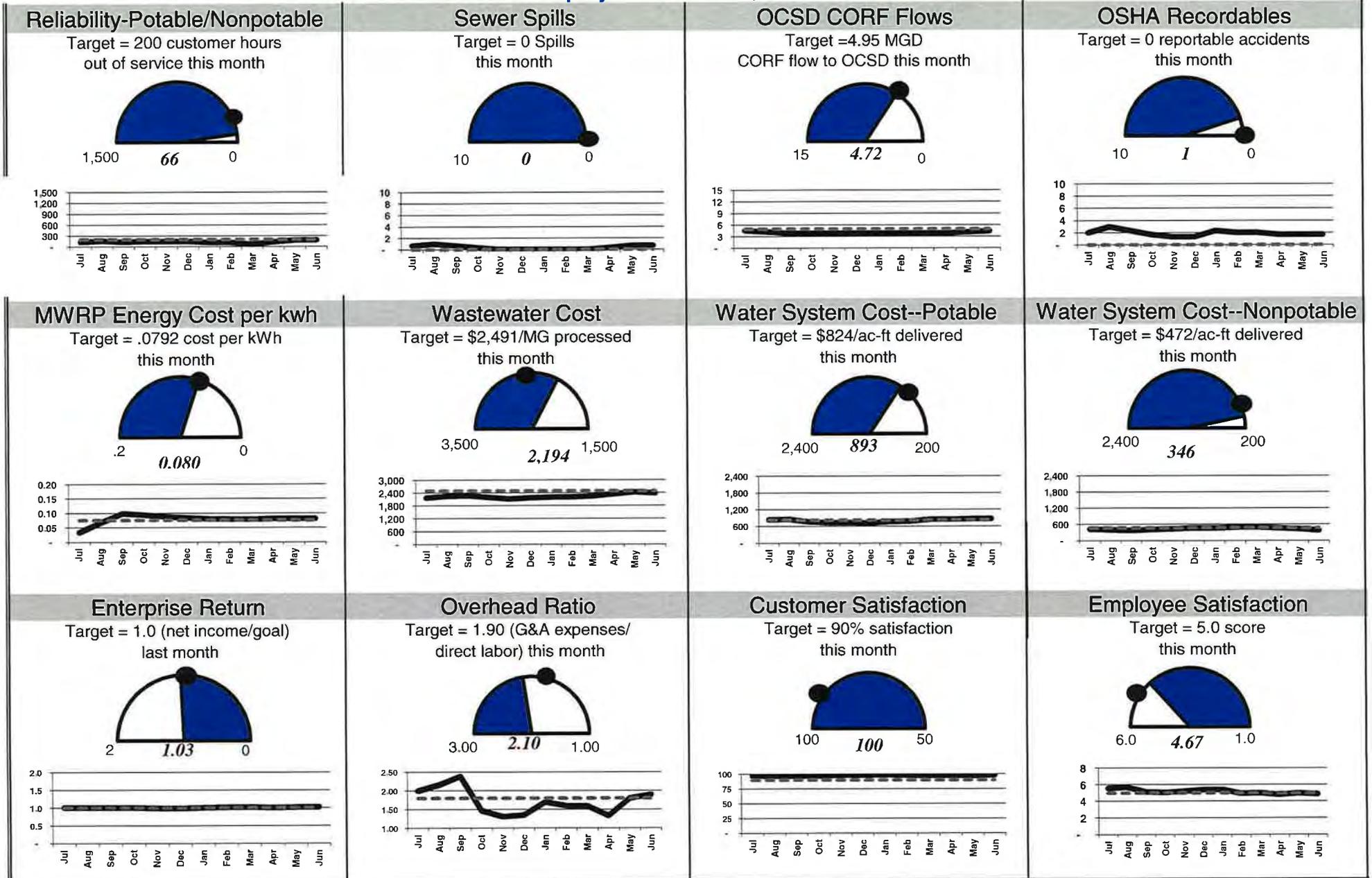
Exhibit "C" - Reservoir Data

**IRVINE RANCH WATER DISTRICT  
STRATEGIC MEASURES DASHBOARD**

Exhibit "A"

June 2012

**Note: The more blue area displayed on the dial, the more favorable the measure.**



● Target shown on gauge  
00.00 Figure for Current Month

----- Target shown on trend graph  
———— 3-month rolling average

IRVINE RANCH WATER DISTRICT  
STRATEGIC MEASURES

***Reliability-Potable/Nonpotable***

**MONTHLY STATUS REPORT**

Metric Owner: Water Ops

Definition of Measure:

The relative magnitude of system outages due to failures or scheduled maintenance for Potable and Non Potable Water.

Method:

Summation of the time any part of the system was out of service times the number of customers affected by the given outage during the month.

Data Collection

Data was derived from the CSR database for customer based reports of "no water" and from the work order database for scheduled maintenance requiring the shut down of water service during repairs.

Current Issues

1. None

**MONTHLY DATA**

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> July 2011
July 2011	62.33		<i>Thru:</i> June 2012
August 2011	148.10		<i>Goal:</i> 200.00
September 2011	176.90		
October 2011	130.00		
November 2011	114.50		
December 2011	197.10		
January 2012	35.42		
February 2012	98.10		
March 2012	65.10		
April 2012	231.20		
May 2012	252.60		
June 2012	66.30		

IRVINE RANCH WATER DISTRICT  
STRATEGIC MEASURES

*Sewer Spills*

**MONTHLY STATUS REPORT**

Metric Owner: Gregory Springman Collection System Manager

Definition of Measure:

Number of sewer overflows of any quantity, regardless of cause, in IRWD's sanitary sewer collection system. This does not include spills from private sewers within IRWD's service area. IRWD has no control over private spills and is not responsible for them. However, it should be noted that IRWD will assist the County Health Care Agency in responding to and cleaning up private spills in the interest of the community.

Method:

Total number of IRWD sewer spills

Data Collection

Data is obtained from the California State Water Boards CIWQS data base for reporting SSO's.

Current Issues

1. July, 2011-MWRP MPS-3 Forcemain Pigging Operation (2nd Phase), blockage occurred due to same cause. 25 gals SSO with 25 gals of wastewater contained and recovered.
2. August, 2011 - Irvine, 8" VCP. 165 gals SSO with 100% of wastewater contained and recovered. Caused by root intrusion.
3. April, 2012-Newport Coast Marriott, blockage occurred in a sewer easement due to root intrusion. 50 gals SSO with 50 gals of wastewater released into the environment. All wastewater spilled soaked into the grass covered easement.
4. May, 2012 - MWRP North interceptor trunk sewer main break caused by pile driving activities during MWRP expansion. The break occurred on the 48" VCP trunk sewer main. 9,425 gals SSO with 9,425 gals of wastewater contained and recovered.

**MONTHLY DATA**

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> July 2011
July 2011	1.00		<i>Thru:</i> June 2012
August 2011	1.00		<i>Goal:</i> 0
September 2011	0		
October 2011	0		
November 2011	0		
December 2011	0		
January 2012	0		
February 2012	0		
March 2012	0		
April 2012	1.00		
May 2012	1.00		
June 2012	0		

IRVINE RANCH WATER DISTRICT  
STRATEGIC MEASURES

**OCSD CORF Flows**

**MONTHLY STATUS REPORT**

Metric Owner: Wayne Posey

Director of Wastewater Operations

Definition of Measure:

Estimated CORF flow for current FY. CORF flow ownership as of the end of FY 2009/2010 was 8.62 MGD.

Method:

IRWD's CORF flow is derived by using the actual Main Street Flume Meter flow and subtracting the MWRP biosolid discharge flow and all non Revenue Area 14 (IRWD) flows tributary to the Main Street Flume meter/MWRP and adding in the San Joaquin Hills Planned Community flow and flow discharges from the Gas Recovery System (Formerly Laidlaw) for the FY four calendar months with the highest flow totals multiplied by three, averaging the result thereof with the same result of the same calculation for the preceding two fiscal years and adding in the current IBC transfer flow.

Note: All of the Newport Coast flows with the exception of the San Joaquin Hills Planned Community and Gas Recovery System flow are excluded from IRWD's CORF flow calculation. The OCSD's 1988 Downcoast Area Agreement only requires for IRWD to provide local wastewater collection service and requires OCSD to provide wastewater regional collection, transmission, treatment and disposal for that area.

Data Collection

The OCSD's Monthly Gallonage Flow Summary Report provides the actual flows used in calculating IRWD's CORF flow. This includes the Main Street Flume Meter actual monthly flow. All non Revenue Area 14 (IRWD) flows that are tributary to the Main Street Flume Meter is adjusted every year based on the results of OCSD's Flow Verification Study. The San Joaquin Hills Planned Community flow is adjusted every year based on the results of IRWD's Flow Verification Study. The Gas Recovery System flow is the actual monthly meter flow. The IBC transfer flow is adjusted every five years based on the results of OCSD's Flow Verification Study.

Current Issues

1. None

**MONTHLY DATA**

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> July 2011
July 2011	3.85		<i>Thru:</i> June 2012
August 2011	3.83		<i>Goal:</i> 4.95
September 2011	3.83		
October 2011	3.83		
November 2011	3.83		
December 2011	3.84		
January 2012	3.84		
February 2012	3.84		
March 2012	3.84		
April 2012	3.86		
May 2012	4.72		
June 2012	4.99		

IRVINE RANCH WATER DISTRICT  
STRATEGIC MEASURES

***OSHA Recordables***

**MONTHLY STATUS REPORT**

Metric Owner: Ken Erwin

District Safety & Security Manager

Definition of Measure:

OSHA Recordables are a monthly measure of injuries and illnesses that occurred and must be entered on the OSHA 300 (Log of Work Related Injuries and Illnesses), in conformance with OSHA requirements. This measure is standardized not only in the water/wastewater industry, but throughout industries nationwide.

Method:

OSHA Recordables = Number of OSHA Recordable cases occurring during the subject month.

Data Collection

All injuries/illnesses and near-misses are reported to the District Safety & Security Manager immediately when they occur. All are investigated and cases meeting the recordable definition are logged. This measure simply reports the number of accidents whose occurrence date is within the calendar month.

Current Issues

1. Water Maintenance Tech III Newport Coast Zone 2 pump station strain to left shoulder and arm

**MONTHLY DATA**

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> July 2011
July 2011	2.00		<i>Thru:</i> June 2012
August 2011	4.00		<i>Goal:</i> 0
September 2011	1.00		
October 2011	0		
November 2011	3.00		
December 2011	1.00		
January 2012	3.00		
February 2012	2.00		
March 2012	1.00		
April 2012	2.00		
May 2012	2.00		
June 2012	1.00		

IRVINE RANCH WATER DISTRICT  
STRATEGIC MEASURES

***MWRP Energy Cost per kWh***

**MONTHLY STATUS REPORT**

Metric Owner: Wayne Posey Director of Wastewater Operations

Definition of Measure:

Actual MWRP Cost per kWh used at MWRP with new generating facility.

Method:

MWRP cost per kWh is calculated by the monthly total energy purchased from imported SCE electricity, purchased natural gas for the generators from Coral Energy, and SCG natural gas transportation charge divided by the total monthly kWh generated and imported from SCE. We then add in actual maintenance costs, including g/a.

Data Collection

Data collected from actual monthly SCE, Coral Energy and SCG Invoices. Total kWh is collected from the two generator kWh meters and SCE main electric meter.

Current Issues

1. None

**MONTHLY DATA**

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> July 2011
July 2011	.10		<i>Thru:</i> June 2012
August 2011	.10		<i>Goal:</i> .08
September 2011	.10		
October 2011	.09		
November 2011	.08		
December 2011	.08		
January 2012	.08		
February 2012	.08		
March 2012	.08		
April 2012	.08		
May 2012	.08		
June 2012	.08		

IRVINE RANCH WATER DISTRICT  
STRATEGIC MEASURES

**Wastewater Cost**

**MONTHLY STATUS REPORT**

Metric Owner: Wayne Posey

Director of Wastewater Operations

Definition of Measure:

Total cost of collection and treatment (primary, secondary, and solids disposal) of wastewater, on a unit basis (\$/million gallons) for this month.

Method:

( MWRP cost of collections(G/L #530) + MWRP cost of treatment(G/L #551,552,565) + OCSD cost(G/L #535,555) + SMWD cost(G/L #531,556) ) divided by the total sewage flows emanating from OCSD District #14 (Includes MWRP flow + OCSD flow + SMWD flow)

Data Collection

Data used for this measure are collected from the general ledger and from Orange County Sanitation District (OCSD) and Santa Margarita Water District (SMWD) staff. Costs and flows from OCSD District #7 are not included in the calculation.

Current Issues

1. None

**MONTHLY DATA**

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> July 2011
July 2011	2,393.00	2,380.00	<i>Thru:</i> June 2012
August 2011	2,390.00	2,386.00	<i>Goal:</i> 2,491.00
September 2011	2,040.00	2,386.00	
October 2011	2,126.00	2,190.00	
November 2011	2,186.00	2,196.00	
December 2011	2,196.00	2,232.00	
January 2012	2,202.00	2,273.00	
February 2012	2,218.65	2,313.00	
March 2012	2,331.06	2,363.00	
April 2012	2,467.50	2,401.00	
May 2012	2,506.00	2,463.00	
June 2012	2,194.00	2,491.00	

IRVINE RANCH WATER DISTRICT  
STRATEGIC MEASURES

***Water System Cost--Potable***

**MONTHLY STATUS REPORT**

Metric Owner: Denise To-Nguyen Accountant

Definition of Measure:

Total cost of potable water delivered to IRWD's customers this month, on a unit basis (\$/acre-foot). These monthly costs can vary greatly due to variation in water sales and power cost billing cycles. Thus, monthly expenses do not match up with their corresponding water sales.

Method:

Sum of all potable water costs accrued this month divided by the quantity of potable water sold this month.

Data Collection

Potable water costs collected from current month general ledger. This cost includes labor, power, distribution, and other costs. The quantity of water sold is collected from the Water Usage Variance Report, which summarizes metered water sales. Wide fluctuations in this measure may occur due to the billing delays for such expenses as electrical power (ie, bills are not paid in the same month as the water is sold).

Current Issues

1. None

**MONTHLY DATA**

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> July 2011
July 2011	798.49	854.55	<i>Thru:</i> June 2012
August 2011	773.00	789.00	<i>Goal:</i> 824.00
September 2011	731.00	768.00	
October 2011	699.00	866.00	
November 2011	795.17	858.00	
December 2011	657.43	828.00	
January 2012	859.01	836.00	
February 2012	843.39	834.00	
March 2012	858.00	832.00	
April 2012	846.00	828.00	
May 2012	887.00	826.00	
June 2012	893.00	824.00	

IRVINE RANCH WATER DISTRICT  
STRATEGIC MEASURES

***Water System Cost--Nonpotable***

**MONTHLY STATUS REPORT**

Metric Owner: Denise To-Nguyen Accountant

Definition of Measure:

Total cost of nonpotable water delivered to IRWD's customer this month, on a unit basis (\$/acre-foot). These monthly costs can vary greatly due to variation in water sales and power cost billing cycles. Thus, monthly expenses do not match up with their corresponding water sales.

Method:

Sum of all nonpotable water costs accrued this month divided by the quantity of nonpotable water sold this month.

Data Collection

Nonpotable water costs collected from current month general ledger. This cost includes labor, power, distribution, and other costs related to tertiary treatment and reclaimed water distribution. The quantity of water sold is collected from the Water Usage Variance Report, which summarizes metered water sales. Wide fluctuations in this measure may occur due to the billing delays for such expenses as electrical power (ie, bills are not paid in the same month as the water is sold).

Current Issues

1. None

**MONTHLY DATA**

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> July 2011
July 2011	394.00	432.00	<i>Thru:</i> June 2012
August 2011	338.00	408.00	<i>Goal:</i> 472.00
September 2011	413.08	422.00	
October 2011	490.00	451.00	
November 2011	404.40	468.00	
December 2011	517.82	485.00	
January 2012	463.75	473.00	
February 2012	500.14	486.00	
March 2012	536.00	493.00	
April 2012	370.00	482.00	
May 2012	410.00	479.00	
June 2012	346.00	472.00	

IRVINE RANCH WATER DISTRICT  
STRATEGIC MEASURES

***Enterprise Return***

**MONTHLY STATUS REPORT**

Metric Owner: Finance

Debt and Investment Analyst

Definition of Measure:

This is a monthly measure of performance by IRWD's various enterprise activities, including residential and commercial real estate, Strawberry Farms Golf Course, and wireless communications leases.

Method:

Enterprise Return = Actual Net Income/Budgeted Net Income x 100

Data Collection

The various enterprise activities generate revenues and expenses at different frequencies through the year. Except for the real estate projects, the enterprise projects are primarily revenue generating activities with relatively little associated expenses. The measure reflects a comparison between the actual and budgeted net income of the various projects on a monthly basis.

Current Issues

1. The June measure is above budget due to higher than budgeted income at the Strawberry Farms Golf Course, Sycamore Canyon, Wood Canyon, and ITC property.

**MONTHLY DATA**

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> July 2011
July 2011	1.04		<i>Thru:</i> June 2012
August 2011	.98		<i>Goal:</i> 1.00
September 2011	1.00		
October 2011	1.03		
November 2011	.95		
December 2011	.99		
January 2012	1.07		
February 2012	1.00		
March 2012	1.00		
April 2012	1.02		
May 2012	1.03		
June 2012	1.03		

IRVINE RANCH WATER DISTRICT  
STRATEGIC MEASURES

***Overhead Ratio***

**MONTHLY STATUS REPORT**

Metric Owner: Jessica Craig Accountant

Definition of Measure:

Overhead Ratio is a measure of general and administrative (G&A) overhead expenses compared to direct labor expenses.

Method:

Ratio of total G&A expenses to total direct labor (including regular and overtime wages).

Data Collection

G&A expenses are summarized from the general ledger and include all costs incurred that are not directly accounted to mission-critical work (charged to g/l #792). Direct labor expenses are the hourly staff charges accounted to mission-critical work (generally charged to expense codes #110 and #120). Benefits are considered G&A, not direct labor expenses.

Current Issues

1. Information not available at time of reporting.

**MONTHLY DATA**

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> July 2011
July 2011	3.99		<i>Thru:</i> June 2012
August 2011	1.48		<i>Goal:</i> 1.80
September 2011	1.68		
October 2011	1.24		
November 2011	1.00		
December 2011	1.81		
January 2012	2.28		
February 2012	.70		
March 2012	1.80		
April 2012	1.50		
May 2012	2.10		
June 2012	Not available		

IRVINE RANCH WATER DISTRICT  
STRATEGIC MEASURES

***Customer Satisfaction***

**MONTHLY STATUS REPORT**

Metric Owner: Gina Jackson

Customer Service Manager

Definition of Measure:

Customer Satisfaction is measured by IRWD's Customer Satisfaction Index. The index is measured by sending surveys to a statistically-significant, random selection of customers that have called IRWD for some type of service. Services range from answering questions about water conservation or billing to repairing a sewer blockage in the street. The surveys allow the customer to rate IRWD's response to their request in eight categories. Each category is rated from 1 to 5, with 1 indicating the highest level of satisfaction. A total score of 100 indicates the highest level of satisfaction in all eight categories. The scores of all responses in the subject month are a weighted average for the monthly index figure.

Method:

Data Collection

Surveys are mailed at the end of each work week for the customer requests completed that week. The monthly index reflects the surveys received within the subject month.

Current Issues

1. Total Overall Satisfaction: 100%  
 Satisfaction: 100%  
 Timely: 100%  
 Phone: 100%  
 Field Contact: 100%

**MONTHLY DATA**

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> July 2011
July 2011	95.00		<i>Thru:</i> June 2012
August 2011	96.00		<i>Goal:</i> 90.00
September 2011	99.00		
October 2011	95.00		
November 2011	100.00		
December 2011	98.00		
January 2012	98.00		
February 2012	98.00		
March 2012	95.00		
April 2012	99.00		
May 2012	96.00		
June 2012	100.00		

IRVINE RANCH WATER DISTRICT  
STRATEGIC MEASURES

***Employee Satisfaction***

**MONTHLY STATUS REPORT**

Metric Owner: Gretchen Maswadeh

Human Resources Manager

Definition of Measure:

Level of employee satisfaction with employment at IRWD.

Method:

Average of all scores on surveys for performance evaluations presented this month

Data Collection

A survey is sent to each employee receiving a performance evaluation this month. The survey simply asks the employee to rate his/her overall employment satisfaction on a scale of 1 to 6 (1 being very dissatisfied and 6 being very satisfied). The ratings are compiled and averaged by Human Resources.

Current Issues

1. 6 surveys were returned of 15 surveys sent (40%). 4 of 15 respondents (67%) rated satisfaction as 5 or 6 on a scale of 1 to 6. In the 12 month period ending June 2012, 102 surveys have been returned of 295 surveys sent (35%). 80 of 295 respondents (78%) rated satisfaction as 5 or 6 on a scale of 1 to 6. 12 month average rating is 5.18%.

**MONTHLY DATA**

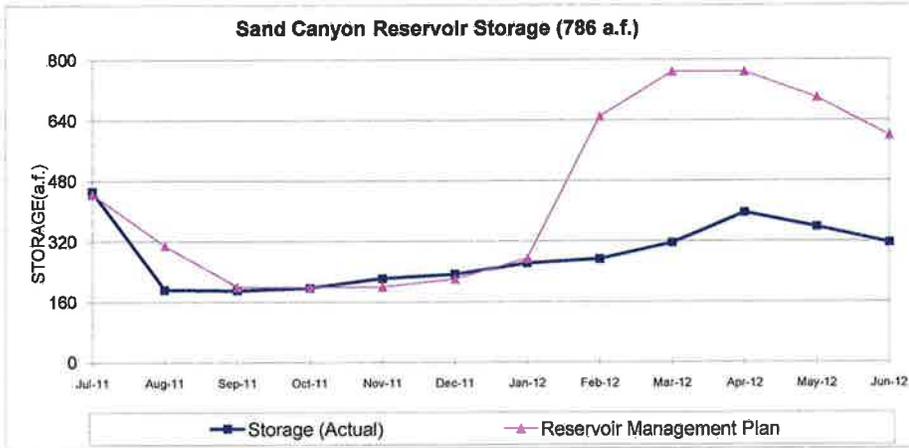
<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> July 2011
July 2011	5.63		<i>Thru:</i> June 2012
August 2011	5.38		<i>Goal:</i> 5.00
September 2011	4.38		
October 2011	5.36		
November 2011	5.91		
December 2011	4.86		
January 2012	5.40		
February 2012	4.60		
March 2012	5.00		
April 2012	4.77		
May 2012	5.13		
June 2012	4.67		

## EXHIBIT "B"

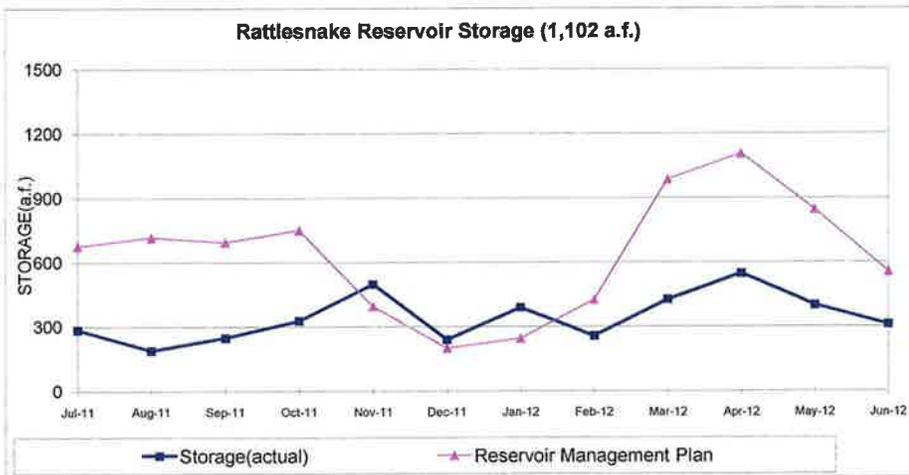
<b>DYER ROAD WELL FIELD STATUS</b>							<b>Jun-2012</b>
Well Number	Production Mo./YTD	Ref. Point Elevation	Depth to Water 6/30/2012	Water Level-MSL	Depth of Bowls	Bowl Setting-MSL	Feet of Water Above Intake
1	77.1 AF 914.2 AF	34	N/A	N/A	270	-236	N/A
2	132.9 AF 1,372.1 AF	37	90	-54	270	-234	180
3	0.0 AF 0.0 AF	55	85	-30	215	-160	130
4	194.8 AF 1,255.9 AF	38	90	-52	216	-178	126
5	187.4 AF 1,311.8 AF	48	87	-39	290	-242	203
6	70.6 AF 881.8 AF	43	79	-36	250	-207	171
7	4.5 AF 920.0 AF	40	111	-71	290	-250	179
C-8 DATS	453.1 AF 5,032.1 AF	37	122	-85	305	-268	183
C-9 DATS	348.2 AF 3,882.8 AF	23	123	-100	305	-282	182
10	408.3 AF 2,882.6 AF	47	98	-51	250	-203	152
11	79.3 AF 761.8 AF	40	94	-54	300	-260	206
12	161.2 AF 1,307.4 AF	51	109	-58	300	-249	191
13	78.2 AF 309.3 AF	40	136	-96	300	-260	164
14	105.4 AF 1,003.7 AF	47	114	-67	311	-264	197
15	443.0 AF 2,855.6 AF	44	99	-55	300	-256	201
16	91.2 AF 518.8 AF	47	105	-58	280	-233	175
17	344.7 AF 2,768.1 AF	52	110	-59	250	-199	140
18	98.7 AF 867.1 AF	45	99	-54	300	-255	201
Clear production:	2,477.3 AF for the month						
FYTD:	19,930.2 AF						
DATS production:	801.3 AF for the month						
FYTD:	8,914.9 AF						

# EXHIBIT "C"

## RESERVOIR DATA FY 11-12

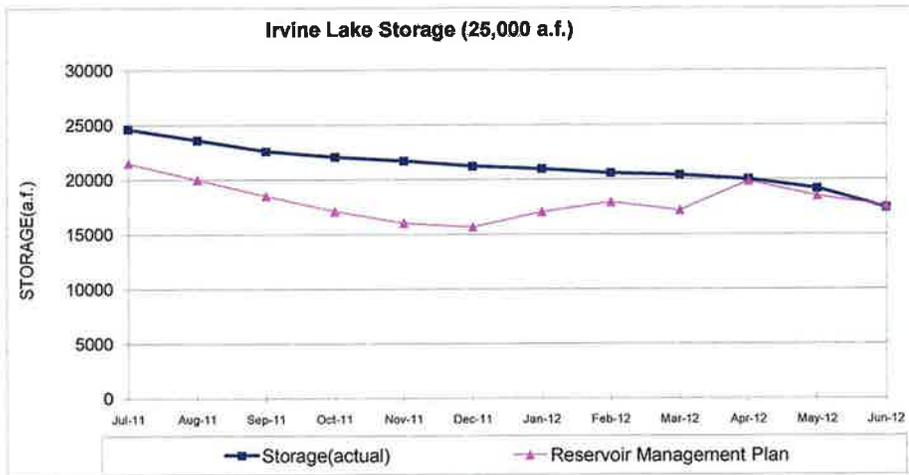


Sand Canyon Reservoir runoff was less than expected.

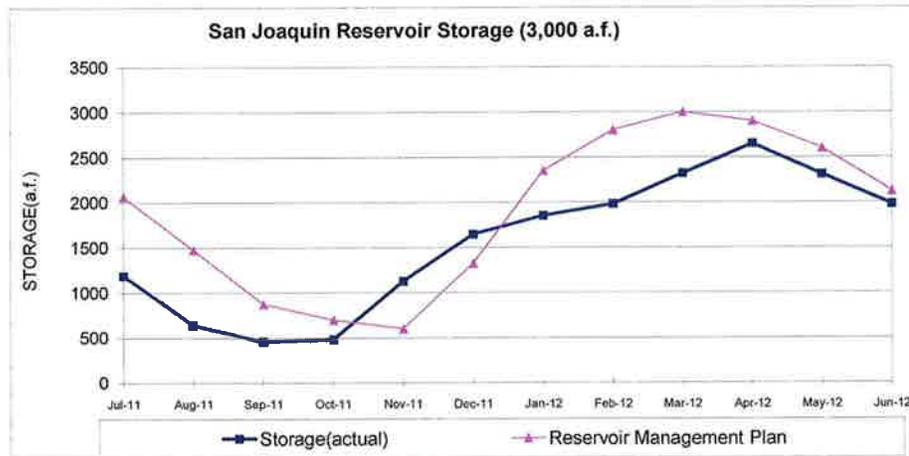


Rattlesnake storage is below average due to dry weather. The GAP was shutdown on 3/15/12.

## RESERVOIR DATA FY 11-12



Irvine Lake storage is on track.



San Joaquin Reservoir storage is on track.

July 23, 2012 *jm/RKM*  
Prepared by: J. Moeder/R. Mori  
Submitted by: Kevin Burton *KB*  
Approved by: Paul Cook *PC*

CONSENT CALENDAR

WELL 78 WELL DRILLING AND WELL EQUIPPING  
CONTRACT CHANGE ORDER AND FINAL ACCEPTANCE

SUMMARY:

Gateway Pacific Contractors has completed construction of the Well 78 Project. A final Contract Change Order in the credit amount of <\$239,524.98> is required to adjust for final project quantities. Staff recommends that the Board:

- Approve Contract Change Order No. 4 with Gateway Pacific Contractors in the credit amount of <\$239,524.98>;
- Accept construction of the Well 78 Project;
- Authorize the General Manager to file a Notice of Completion; and
- Authorize the release of retention to Gateway Pacific Contractors 35 days after the filing of the Notice of Completion.

BACKGROUND:

Best Drilling and Pump, a subcontractor to Gateway Pacific Contractors, demolished the former Well 78 and re-drilled Well 78 at the same site located at the corner of Culver and Warner. The new stainless steel well is equipped with a 1,000 gallon per minute pump. Contract Change Order No. 4 is the final accounting for the project that shows the increase and decrease in quantities listed on the bid form and includes a few changes that were made at the end of the project. Contract Change Order No. 4 is shown in Exhibit "A" and reflects a credit in the amount of <\$239,524.98>. A contract summary is included as Exhibit "B". Construction is complete and the project is ready for final acceptance by the Board.

Project Title:	Well 78 Well Drilling and Well Equipping
Project No.:	30351 (1737)
Design Engineer:	Tetra Tech and Richard C. Slade & Associates
Construction Management by:	IRWD Staff
Contractor:	Gateway Pacific Contractors (Prime Contractor)
Original Contract Cost:	\$2,789,913.00
Final Contract Cost:	\$2,580,574.10
Original Contract Days:	350

Final Contract Days:	402
Total Budget:	\$3,685,500
Total Project Cost (Est.):	\$3,194,000

**FISCAL IMPACTS:**

Project 30351 (1737) was included in the FY 2011-12 Capital Budget. The existing budget and Expenditure Authorization were sufficient to complete the project.

Per the "Settlement Agreement Among the Settling Federal Agencies (SFA), Orange County Water District (OCWD), and Irvine Ranch Water District (IRWD) in Regard to Former Marine Corps Air Station (MCAS) El Toro Groundwater Remediation", this project meets the requirements for "Conditional Payments". Based on Section IV.B.9 of the ROD, the CERCLA Component of the Modified IDP (CCMI) Repair/Replacement costs for this project can be reimbursed. From June 2002 to June 2013, \$1,750,000 was available in the Contingency Fund Account for CCMI repair/replacement. Part of this available money in the Contingency Fund has been used to pay for Pollution Insurance. The Department of Navy was invoiced in November 2011 and the remaining money in the Contingency Fund Account was transferred in February 2012. A summary of the requests made to the United States Department of Justice are outlined in the table below.

<u>Date Requested</u>	<u>Amount Requested</u>	<u>Date Paid</u>	<u>Amount Paid</u>
8/13/2006	\$ 451,281.26	10/20/2006	\$ 451,281.26
1/02/2009	\$ 225,319.00	12/03/2009	\$ 225,319.00
11/28/2011	\$1,073,399.74	2/21/2012	\$1,073,399.74
		Total	\$1,750,000.00

**COMMITTEE STATUS:**

This item was not reviewed by a Committee.

**ENVIRONMENTAL COMPLIANCE:**

This project is subject to the California Environmental Quality Act (CEQA) and in conformance with Section 15164 of the State CEQA Guidelines, Addendum 4 to the Irvine Desalter Project (IDP) Environmental Impact Report (EIR) was prepared. Section 15164 of the State CEQA Guidelines provides for the preparation of an addendum to a previously certified EIR by a lead agency or a responsible agency if some changes or additions to the project are necessary but none of the conditions described in CEQA calling for preparation of a subsequent EIR have occurred. A Notice of Declaration was filed on December 16, 2010 for Addendum No. 4 to the IDP EIR. Addendum No. 4 includes Well 78 destruction and replacement.

Consent Calendar: Well 78 Well Drilling and Well Equipping  
Contract Change Order and Final Acceptance  
July 23, 2012  
Page 2

**RECOMMENDATION:**

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 4 WITH GATEWAY PACIFIC CONTRACTORS IN THE CREDIT AMOUNT OF <\$239,524.98>; ACCEPT CONSTRUCTION OF WELL 78, PROJECT 30351 (1737); AUTHORIZE THE GENERAL MANAGER TO FILE A NOTICE OF COMPLETION; AND AUTHORIZE THE RELEASE OF RETENTION 35 DAYS AFTER FILING OF THE NOTICE OF COMPLETION.

**LIST OF EXHIBITS:**

Exhibit "A" – Contract Change Order No. 4  
Exhibit "B" – Contract Summary

# EXHIBIT "A"

## CONTRACT CHANGE ORDER

IRVINE RANCH WATER DISTRICT  
 15600 Sand Canyon Avenue  
 P. O. Box 57000  
 Irvine, California 92619-7000  
 (949) 453-5300  
 Well 78 Replacement



C.O. No. 004  
 Final  
 Project No. 30351 (1737)

Project Title

Date: 6/12/12

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS ±
Item #2 – Noise control equipment	0.00	(7,600.00)	0
Item #4 – Drill by reverse circulation method a pilot hole (950 lf)	935.00	(0.00)	0
Item #8 – Ream by reverse circulation method a 32" bore (190 lf)	5,225.00	(0.00)	0
Item #9 – Ream by reverse circulation method a 30" bore (760 lf)	0.00	(26,209.00)	0
Item #11 – F&I SST Well casing to a depth 960' (562 lf)	0.00	(44,046.75)	0
Item #12 – F&I SST Well casing to a depth 240' (562 lf)	0.00	(92,664.00)	0
Item #14 – F&I 3" ID SST Gravel feed tube (192 lf)	2,200.00	(0.00)	0
Item #15 – F&I 4" ID SST Gravel feed tube (237 lf)	5,200.00	(0.00)	0
Item #17 – F&I 8x16 gradation gravel pac (830 lf)	0.00	(29,581.20)	0
Item #18 – F&I cement grout form 15' – 170' (155 lf)	4,400.00	(0.00)	0
Item #21 – Conduct well develop w/ swabbing method (50 hr)	0.00	(13,860.00)	0
Item #22 – Conduct chemical develop (200 gal)	0.00	(308.00)	0
Item #23 – Conduct chemical develop w/ polymer (20 gal)	0.00	(577.50)	0
Item #25 – Set pump at different depth	0.00	(2,750.00)	0
Item #26 – Conduct well develop by pumping procedures (60 hr)	0.00	(7,892.50)	0
Item #28 – Conduct constant rate pumping (72 hr)	0.00	(5,967.50)	0
Item #35 – Standby time w/ active rig	0.00	(6,600.00)	0
Item #36 – Standby time w/ inactive rig	0.00	(4,400.00)	0
Item #47 – City of Irvine Police Dept. Allowance	0.00	(20,000.00)	0
PCO #6 – Demo/Offhaul of Asbestos Pipe and Manhole	3,561.64	(0.00)	9
PCO #9 – Replace Lockout Switch w/ E stop Switch	539.77	(0.00)	0
PCO #10 – Hatch Drain	870.06	(0.00)	1
Time Extension for Pilot Hole Collapse and Well Design	0.00	(0.00)	32
<b>TOTAL</b>	<b>\$22,931.47</b>	<b>(\$262,456.45)</b>	<b>42</b>

DAYS ±

1. NET AMOUNT THIS CHANGE ORDER	=	(\$239,524.98)	42
2. ORIGINAL CONTRACT AMOUNT	=	\$2,789,913.00	350
3. TOTAL PREVIOUS CHANGE ORDER(S)	=	\$30,185.58	10
4. TOTAL BEFORE THIS CHANGE ORDER (2+ 3)	=	\$2,820,099.00	360
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4)	=	\$2,580,574.10	402

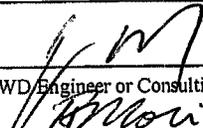
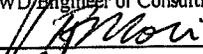
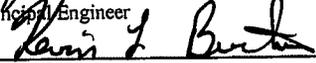
We hereby agree to make the above change subject to the terms of this change order for the sum of: (\$239,524.98)

(Negative) – Two hundred thirty-nine thousand, five hundred twenty-four and 98/100 ----- Dollars

7-9-12  
Date

Contractor

GARY A. BECHTEL  
By:

SIGNATURE	DATE	APPROVAL LEVEL REQUIRED
	7/11/12 Date	Department Director Approval Required <input type="checkbox"/>
	07/11/12 Date	General Manager Approval Required <input type="checkbox"/>
	7/12/12 Date	Committee Approval Required <input type="checkbox"/>
Executive Director of Engineering & Planning	Date	Board Approval Required <input type="checkbox"/>
General Manager	Date	By _____ Date _____
		Purchase Order No. _____

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required are attached hereto and made a part hereof. This Change Order shall not be considered as such until it has been signed by the Owner and the Contractor. Upon final approval, distribution of copies will be made as required. The parties mutually agree the pricing set forth in this Change Order are complete and fair compensation for the entirety of the work authorized under this Change Order and that no additional compensation is warranted nor shall it be allowed.

CHANGES: All workmanship and materials called for by this Order shall be fully in accord with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the contract will not be extended unless expressly provided for in this Change Order.

**Appendix**

Revised 12/11  
H:\CURRENT PROJECTS\Well 78- IRWD\PCO\CHANGE ORDERS\CCO #4 Form-Revised.docx

EXHIBIT "B"

WELL 78 WELL DRILLING AND WELL EQUIPPING  
Project 30351 (1737)

CONTRACT SUMMARY:

Original Contract Amount \$2,789,913.00

Contract Change Order No. 1 \$3,939.49  
Additional well sampling.

Contract Change Order No. 2 \$24,700.00  
Installation of a new 10-inch butterfly valve and discharge  
pipeline and a time extension in the amount of 10 calendar days.

Contract Change Order No. 3 \$1,546.09  
Replacement of Zoeller sump pumps.

Contract Change Order No. 4 <\$239,524.98>  
Final Contract Change Order for quantities adjustments, hatch  
drain piping, removal of asbestos cement pipe, and replacement  
of electrical switch.

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Total Revised Contract \$2,580,574.10

July 23, 2012



Prepared by: T. Bonkowski/M. Cortez

Submitted by: K. Burton 

Approved by: Paul Cook 

CONSENT CALENDAR

EXTERIOR RESERVOIR LADDER IMPROVEMENTS  
FINAL ACCEPTANCE

SUMMARY:

The Exterior Reservoir Ladder Improvements Project has been completed by S.S. Mechanical Corporation. This project has received final inspection by staff and acceptance of this project is recommended.

BACKGROUND:

S.S. Mechanical Corporation was awarded the project's construction contract to install miscellaneous ladder improvements to improve the safety of personnel accessing the tanks' roofs. The improvements included installing new vertical rail sections at the top of the access ladders, widening the clearance from 24 to 36 inches at the top of the access ladders, modifying the landing platform at the Portola Zone 8 reservoir, and installing self-closing safety gates at each reservoir site. Work was performed at 11 reservoirs: Baker No. 1 and 2, Benner, Canada, Chapman, El Toro No. 1 and 2, Fleming, Foothill Zone 6, Portola Zone 8 and Shaw.

Project Title: Exterior Reservoir Ladder Improvements Project

Project No.: 11443 (1458)

Design Engineer: H2O Resources Engineering, Inc

Contractor: S.S. Mechanical Corporation

Original Contract Cost: \$53,515

Final Contract Cost: \$53,515

Original Contract Days: 100

Final Contract Days: 100

Total Budget: \$178,300

Total Project Cost (Est.): \$55,515

Final Change Order Approved On: N/A

FISCAL IMPACTS:

Project 11443 (1458) was included in the FY 2011-12 Capital Budget. The existing budget and Expenditure Authorizations were sufficient to complete this project.

ENVIRONMENTAL COMPLIANCE:

This project is exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15301, which provides exemption for minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. A notice of exemption was posted with the County of Orange on March 1, 2012.

COMMITTEE STATUS:

This item was not reviewed by a Committee.

RECOMMENDATION:

THAT THE BOARD ACCEPT CONSTRUCTION OF THE EXTERIOR RESERVOIR LADDER IMPROVEMENTS PROJECT 11443 (1458); AUTHORIZE FILING OF A NOTICE OF COMPLETION; AND AUTHORIZE THE PAYMENT OF THE RETENTION 35 DAYS AFTER THE DATE OF RECORDING THE NOTICE OF COMPLETION.

LIST OF EXHIBITS:

None.

July 23, 2012

Prepared by: K. Welch

Submitted by: P. Weghorst/G. Heiertz

Approved by: Paul Cook

## CONSENT CALENDAR

### AUGMENTATION OF THE EXISTING PET CONTROL PROGRAM FOR PARK PLACE APARTMENT HOMES

#### SUMMARY:

The Irvine Company (TIC) has requested that the District waive the City of Irvine's (City) conditional ban on pets for a limited number of units that will be constructed at the Park Place Apartment Homes (Park Place) on Michelson Drive located adjacent to the San Joaquin Marsh (Marsh). TIC will reimburse IRWD for augmenting the San Joaquin Marsh Feral Animal Monitoring and Trapping Program (Program) to waive the pet restriction for up to 297 units, and further agrees to include a disclosure statement and pet restriction language in the respective lease agreements. Staff recommends approval of this request to waive the City of Irvine's conditional ban on pets for up to 297 units at the Park Place, accept reimbursement from TIC in the amount of \$15,500 for augmenting the Program to include Park Place, and authorize the General Manager to approve pet restriction language in the prospective lease agreement.

#### BACKGROUND:

Several condominium and apartment properties have been developed adjacent to the Marsh along Carlson Avenue between Campus Drive, Michelson Drive and Jamboree Road (see Exhibit "A"). During the initial entitlement of the properties adjacent to the Marsh and through subsequent City actions, IRWD requested that pets be banned from the projects because of concerns that stray animals could enter the Marsh and negatively impact wildlife.

In January 2005, IRWD received a request that the pet restrictions be waived for the 534 unit Watermarke Condominium Project on Carlson Avenue. The request proposed actions including specific language in the apartment/condominium covenants, codes and restrictions (CC&Rs), modification to Disclosure Statements regarding pets, and an IRWD-managed feral animal monitoring and trapping program funded by the property owners. On April 11, 2005, the IRWD Board of Directors approved CC&Rs, Disclosure Statement and pet restriction language, program funding for the District's Program for Watermarke Condominiums and agreed to waive the ban on pets imposed by the City. The Program was initially funded by a lump sum payment of \$50,000 by Watermarke (\$94 per unit), which consisted of a baseline participation fee of \$25,000 and a \$25,000 modifier based on the size of the development.

Subsequently, IRWD's environmental consultant, Harmsworth Associates, completed feral animal monitoring in the Marsh to determine if any feral animals were present since the lifting of the pet restrictions. Following a five-week monitoring program, no evidence of feral animals was found.

In June 2010, the IRWD Board of Directors considered and approved a request by TIC that its 1441 unit Villa Siena Apartment Community be allowed to participate in the Program by approving revisions to the lease agreement pet restriction language, accepting \$75,000 (\$52 per unit) in funding for the Program, and agreeing to waive the current conditional ban on pets imposed by the City for the project. Consistent with Watermarke, the funding included a \$25,000 baseline participation fee and a \$50,000 modifier based on the size of the development. Subsequently, the City modified Conditional Use Permit 87-CP-0829 and Mitigation Measure 45b.5, allowing pets at the Villa Siena Apartment Community.

Park Place Apartment Homes:

In June 2012, TIC requested that a limited number of proposed units at its new development, Park Place Apartment Homes located on Michelson Drive, be allowed to have pets. Park Place is a component of the project approved by Conditional Use Permit 87-CP-0829, which was previously modified to allow for pets at the Villa Siena Apartment Community. TIC proposes to provide an additional \$15,500 to augment IRWD's Program for up to 297 units. The amount was determined based on the unit rate of \$52 previously provided for Villa Siena (\$75,000/1,441 units). If approved, the number of Park Place units available for lease to tenants with pets would not exceed 297. Park Place would also include a disclosure statement, subject to approval by IRWD, regarding pet restrictions in its lease agreements consistent with the language in the existing the Villa Siena lease agreement, Mitigation Measure 45 b.5 and Conditional Use Permit 87-CP-0829, as modified.

Staff has reviewed TIC's request and finds it to be consistent with the previous approach and to provide sufficient funding for the limited number of units proposed. Staff recommends waiving the conditional ban on pets, augmenting IRWD's existing Program to include up to 297 units at Park Place, and accepting funds in the amount of \$15,500 for the Program. Staff also recommends informing TIC that IRWD reserves the right to rescind the waiver of the conditional ban on pets at Park Place if animal control becomes an issue in the future and Program maintenance cost exceeds the designated funding.

FISCAL IMPACT:

The one-time payment of \$15,500 to IRWD for the Feral Animal Monitoring and Trapping Program is to offset IRWD's costs for this animal control program.

ENVIRONMENTAL COMPLIANCE:

If approved by the Board, TIC, as the owner of Park Place Apartment Homes, will process the required documentation with the City to modify the existing environmental documents associated with the development.

COMMITTEE STATUS:

This item was reviewed by the San Joaquin Marsh Ad Hoc Committee on July 19, 2012.

RECOMMENDATION:

THAT THE BOARD APPROVE THE REQUEST TO WAIVE THE CITY OF IRVINE'S CONDITIONAL BAN ON PETS FOR UP TO 297 UNITS AT THE PARK PLACE APARTMENT HOMES, ACCEPT \$15,500 IN FUNDING TO AUGMENT THE SAN JOAQUIN MARSH FERAL ANIMAL MONITORING AND TRAPPING PROGRAM TO INCLUDE PARK PLACE APARTMENT HOMES, AUTHORIZE THE GENERAL MANAGER TO APPROVE PET RESTRICTION LANGUAGE IN THE PROSPECTIVE LEASE AGREEMENTS, AND TO INFORM THE IRVINE COMPANY THAT IRWD RESERVES THE RIGHT TO RESCIND THE WAIVER OF THE CONDITIONAL BAN ON PETS IF THE NUMBER OF UNITS WITH PETS AT PARK PLACE EXCEEDS 297 UNITS AND/OR IF ANIMAL CONTROL BECOMES AN ISSUE IN THE FUTURE AND PROGRAM MAINTENANCE COSTS EXCEED THE DESIGNATED FUNDING.

LIST OF EXHIBITS:

Exhibit "A" – Location Map of Condominium and Apartment Properties Adjacent to San Joaquin Marsh

Exhibit "A"



EXHIBIT "A"

July 23, 2012

Prepared by: R. Bennett/P. Weghorst

Submitted by: G. Heiertz

Approved by: Dave Pedersen

## CONSENT CALENDAR

### WATER RESOURCES AND ENVIRONMENTAL COMPLIANCE FISCAL YEAR 2012-13 EXPENDITURE AUTHORIZATIONS

#### SUMMARY:

Staff recommends the Board approve Expenditure Authorizations for the following annual Water Resources and Environmental Compliance projects that were approved in the Fiscal Year (FY) 2012-13 Capital Budget:

- \$113,300 for the Water Banking Agreements, Project 11596 (1338);
- \$157,500 for Water Banking Expansion, Project 11368 (1006);
- \$ 29,200 for the Greenhouse Gas Inventory, Project 11457 (1472); and
- \$ 27,500 for the Jackson Ranch Solar Project, Project 11637 (3667).

#### BACKGROUND:

The following Water Resources and Environmental Compliance projects are included in the approved FY 2012-13 Capital Budget:

##### Water Banking Agreements: Project 11596 (1338)

The project consists of administering existing water banking agreements and developing new agreements associated with water banking activities at the Strand Ranch, Stockdale West and Jackson Ranch. New water banking agreements will be developed as mutually beneficial partnerships are identified, and staff will return to the Board to present draft agreements for consideration and approval. The Expenditure Authorization includes \$88,000 for staff time and \$15,000 for legal review.

##### Water Banking Expansion: Project 11368 (1006)

The project will allow staff and consultants to identify, evaluate and assess new properties to expand IRWD's water banking activities. In addition, this project provides a budget for staff to prepare a business plan for the District's water banking program. The business plan will include background information, policy principles and objectives, actions taken to date, further actions required, recommendations for delivering water to IRWD's service area, estimated costs, a water accounting system and public messaging recommendations regarding IRWD's water banking program. The Expenditure Authorization includes \$50,000 for staff time and \$100,000 for outside planning activities to fund due diligence studies and evaluation of new properties. Staff will return to the Board for consideration and approval of any proposed property acquisitions.

Green House Gas (GHG) Inventory: Project 11457 (1472)

The District has prepared an annual GHG inventory since 2008. The 2008 and 2009 inventories were verified by SCS Engineers and published with The Climate Registry (TCR). The 2010 GHG inventory is in the final phase of verification before being published with TCR. This project will allow staff to develop an RFP/RFQ, select a new GHG verifier for calendar years 2012 to 2015 and participate in a GHG assessment of water users within the Santa Ana River Watershed that is being conducted by the U.S. Bureau of Reclamation for the Santa Ana Watershed Project Authority. The Expenditure Authorization includes \$15,000 for staff time and \$5,200 for outside planning activities to verify the results before publishing by TCR.

Jackson Ranch Solar Project: Project 11637 (3667)

The District’s Energy and Greenhouse Gas Master Plan indicated that a solar energy generating facility located at IRWD’s Jackson Ranch in Kings County may be financially beneficial to the District. Staff is currently working with three consultants to investigate the project’s feasibility: ZGlobal Inc., Dudek, and Provost and Prichard Engineers. ZGlobal is evaluating the cost and requirements associated with connecting to the regional electric grid. Dudek is providing a preliminary evaluation of the environmental issues. Provost and Prichard is evaluating land use conversion and entitlement issues and developing a property prospectus. The Expenditure Authorization includes \$25,000 for IRWD planning activities for staff to manage the project, develop a Request for Proposal and, with Board approval, select a partner to assist in developing a solar generating facility at the Jackson Ranch.

FISCAL IMPACTS:

The Water Banking Agreements, Greenhouse Gas Inventory, Water Banking Expansion and the Jackson Ranch Solar Project are included in the approved FY 2012-13 Capital Budget. Expenditure Authorizations are attached as Exhibit “A” and summarized in the table below. The Water Banking Expansion Project includes a budget reallocation to increase the staff budget by \$50,000 and consultant budget by \$100,000 and to decrease the construction budget by \$150,000.

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
11596 (1338)	\$ 146,300	\$0	\$ 146,300	\$ 33,000	\$113,300	\$ 146,300
11368 (1006)	\$ 9,842,000	\$0	\$ 9,842,000	\$7,177,700	\$157,500	\$7,335,200
11457 (1472)	\$ 202,100	\$0	\$ 202,100	\$ 159,600	\$ 29,200	\$ 188,800
11637 (3667)	\$ 131,600	\$0	\$ 131,600	\$ 98,600	\$ 27,500	\$ 126,100
<b>Total</b>	<b>\$10,322,000</b>	<b>\$0</b>	<b>\$10,322,000</b>	<b>\$7,468,900</b>	<b>\$327,500</b>	<b>\$7,796,400</b>

ENVIRONMENTAL COMPLIANCE:

The Water Banking Agreements, Greenhouse Gas Inventory, and the Jackson Ranch Solar Project are studies that are not subject to the California Environmental Quality Act (CEQA). If the Water Banking Expansion Project results in a recommended land purchase or construction activity, staff will return to the Board for consideration and approval of the appropriate environmental compliance documents.

COMMITTEE STATUS:

This item was reviewed by the Water Banking Ad Hoc Committee on July 19, 2012.

RECOMMENDATION:

THAT THE BOARD APPROVE EXPENDITURE AUTHORIZATIONS FOR PROJECT 11596 (1338) FOR \$113,300 FOR THE WATER BANKING AGREEMENTS, PROJECT 11368 (1006) FOR \$157,500 FOR WATER BANKING EXPANSION, PROJECT 11457 (1472) FOR \$29,200 FOR GREENHOUSE GAS INVENTORY, AND PROJECT 11637 (3667) FOR \$27,500 FOR THE JACKSON RANCH SOLAR PROJECT.

LIST OF EXHIBITS:

Exhibit "A" – Expenditure Authorizations

# IRVINE RANCH WATER DISTRICT

## Expenditure Authorization

# EXHIBIT "A"

**Project Name:** WATER BANKING AGREEMENTS  
**EPMS Project No:** 11596 **EA No:** 2  
**Oracle Project No:** 1338  
**Project Manager:** WEGHORST, PAUL  
**Project Engineer:** WELCH, KELLY  
**Request Date:** July 12, 2012

**ID Split:** Regional Potable Water Splits (11/08)  
**Improvement District (ID) Allocations**

ID No.	Allocation %	Source of Funds
112	4.3	BONDS YET TO BE SOLD**
113	5.2	BONDS YET TO BE SOLD**
115	7.3	CAPITAL FUND
121	15.3	BONDS YET TO BE SOLD**
130	11.8	BONDS YET TO BE SOLD**
140	4.2	BONDS YET TO BE SOLD**
150	31.2	BONDS YET TO BE SOLD**
153	3.4	BONDS YET TO BE SOLD**
154	1.5	BONDS YET TO BE SOLD**
161	8.0	BONDS YET TO BE SOLD**
182	3.0	BONDS YET TO BE SOLD**
184	2.8	BONDS YET TO BE SOLD**
186	1.0	BONDS YET TO BE SOLD**
188	1.0	BONDS YET TO BE SOLD**
<b>Total</b>	<b>100.0%</b>	

### Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$33,000
This Request:	\$113,300
<b>Total EA Requests:</b>	<b>\$146,300</b>
Previously Approved Budget:	\$146,300
Budget Adjustment Requested this EA:	\$0
<b>Updated Budget:</b>	<b>\$146,300</b>
<b>Budget Remaining After This EA</b>	<b>\$0</b>

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING IRWD	88,000	15,000	103,000	0	103,000	103,000	7/11	6/14
LEGAL	15,000	15,000	30,000	0	30,000	30,000	7/11	6/14
Contingency - 10.00% Subtotal	\$10,300	\$3,000	\$13,300	\$0	\$13,300	\$13,300		
<b>Subtotal (Direct Costs)</b>	<b>\$113,300</b>	<b>\$33,000</b>	<b>\$146,300</b>	<b>\$0</b>	<b>\$146,300</b>	<b>\$146,300</b>		
Estimated G/A - 180.00% of direct labor*	\$158,400	\$27,000	\$185,400	\$0	\$185,400	\$185,400		
<b>Total</b>	<b>\$271,700</b>	<b>\$60,000</b>	<b>\$331,700</b>	<b>\$0</b>	<b>\$331,700</b>	<b>\$331,700</b>		
Direct Labor	\$88,000	\$15,000	\$103,000	\$0	\$103,000	\$103,000		

\*EA includes estimated G&A. Actual G&A will be applied based on the current ratio of direct labor to general and administrative costs.

EA Originator: \_\_\_\_\_

Department Director: \_\_\_\_\_

Finance: \_\_\_\_\_

Board/General Manager: \_\_\_\_\_

\*\* IRWD hereby declares that it reasonably expects those expenditures marked with two asterisks to be reimbursed with proceeds of future debt to be incurred by IRWD in a maximum principal amount of \$339,000. The additional documents, if any, which are hereby incorporated by reference to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

A-1

# IRVINE RANCH WATER DISTRICT

## Expenditure Authorization

Project Name: WATER BANKING EXPANSION  
 EPMS Project No: 11368 EA No: 5  
 Oracle Project No: 1006  
 Project Manager: WEGHORST, PAUL  
 Project Engineer: WELCH, KELLY  
 Request Date: July 13, 2012

ID Split: Regional Potable Water Splits (11/08)  
 Improvement District (ID) Allocations

ID No. Allocation % Source of Funds

ID No.	Allocation %	Source of Funds
112	4.3	BONDS YET TO BE SOLD**
113	5.2	BONDS YET TO BE SOLD**
115	7.3	CAPITAL FUND
121	15.3	BONDS YET TO BE SOLD**
130	11.8	BONDS YET TO BE SOLD**
140	4.2	BONDS YET TO BE SOLD**
150	31.2	BONDS YET TO BE SOLD**
153	3.4	BONDS YET TO BE SOLD**
154	1.5	BONDS YET TO BE SOLD**
161	8.0	BONDS YET TO BE SOLD**
182	3.0	BONDS YET TO BE SOLD**
184	2.8	BONDS YET TO BE SOLD**
186	1.0	BONDS YET TO BE SOLD**
188	1.0	BONDS YET TO BE SOLD**
<b>Total</b>	<b>100.0%</b>	

### Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$7,177,700
This Request:	\$157,500
<b>Total EA Requests:</b>	<b>\$7,335,200</b>
Previously Approved Budget:	\$9,842,000
Budget Adjustment Requested this EA:	\$0
<b>Updated Budget:</b>	<b>\$9,842,000</b>
<b>Budget Remaining After This EA</b>	<b>\$2,506,800</b>

Comments: Budget Increased to Reflect an Estimated Cost of 320 acres at \$12,500 per acre.

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING IRWD	50,000	97,000	147,000	50,000	112,000	162,000	7/08	6/14
ENGINEERING - PLANNING OUTSIDE	100,000	169,000	269,000	100,000	169,000	269,000	7/08	6/14
ENGINEERING DESIGN - IRWD	0	0	0	0	0	0	8/11	6/13
ENGINEERING DESIGN - OUTSIDE	0	0	0	0	0	0	5/10	6/13
CONSTRUCTION	0	0	0	(150,000)	2,000,000	1,850,000	7/13	6/14
LEGAL	0	30,000	30,000	0	30,000	30,000	7/08	6/13
LAND	0	6,515,000	6,515,000	0	7,015,000	7,015,000	7/08	6/12
WATER QUALITY	0	0	0	0	15,000	15,000	7/08	6/13
ENGINEERING ENVIRONMENTAL-OUTS	0	24,800	24,800	0	32,200	32,200	7/08	6/13
Contingency - 5.00% Subtotal	\$7,500	\$341,900	\$349,400	\$0	\$468,800	\$468,800		
<b>Subtotal (Direct Costs)</b>	<b>\$157,500</b>	<b>\$7,177,700</b>	<b>\$7,335,200</b>	<b>\$0</b>	<b>\$9,842,000</b>	<b>\$9,842,000</b>		
Estimated G/A - 180.00% of direct labor*	\$75,400	\$189,200	\$264,600	\$90,000	\$228,600	\$318,600		
<b>Total</b>	<b>\$232,900</b>	<b>\$7,366,900</b>	<b>\$7,599,800</b>	<b>\$90,000</b>	<b>\$10,070,600</b>	<b>\$10,160,600</b>		
Direct Labor	\$50,000	\$97,000	\$147,000	\$50,000	\$127,000	\$177,000		

\*EA includes estimated G&A. Actual G&A will be applied based on the current ratio of direct labor to general and administrative costs.

EA Originator: \_\_\_\_\_

Department Director: \_\_\_\_\_

Finance: \_\_\_\_\_

Board/General Manager: \_\_\_\_\_

\*\* IRWD hereby declares that it reasonably expects those expenditures marked with two asterisks to be reimbursed with proceeds of future debt to be incurred by IRWD in a maximum principal amount of \$10,364, additional documents, if any, which are hereby incorporated by further described in the attached staff report and intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

# IRVINE RANCH WATER DISTRICT

## Expenditure Authorization

Project Name: JACKSON RANCH SOLAR PROJECT  
 EPMS Project No: 11637 EA No: 2  
 Oracle Project No: 3667  
 Project Manager: WEGHORST, PAUL  
 Project Engineer: BENNETT, RAY  
 Request Date: July 12, 2012

ID Split: Regional Potable Water Splits (11/08)  
 Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
112	4.3	BONDS YET TO BE SOLD**
113	5.2	BONDS YET TO BE SOLD**
115	7.3	CAPITAL FUND
121	15.3	BONDS YET TO BE SOLD**
130	11.8	BONDS YET TO BE SOLD**
140	4.2	BONDS YET TO BE SOLD**
150	31.2	BONDS YET TO BE SOLD**
153	3.4	BONDS YET TO BE SOLD**
154	1.5	BONDS YET TO BE SOLD**
161	8.0	BONDS YET TO BE SOLD**
182	3.0	BONDS YET TO BE SOLD**
184	2.8	BONDS YET TO BE SOLD**
186	1.0	BONDS YET TO BE SOLD**
188	1.0	BONDS YET TO BE SOLD**
<b>Total</b>	<b>100.0%</b>	

### Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$98,600
This Request:	\$27,500
<b>Total EA Requests:</b>	<b>\$126,100</b>
Previously Approved Budget:	\$131,600
Budget Adjustment Requested this EA:	\$0
<b>Updated Budget:</b>	<b>\$131,600</b>
<b>Budget Remaining After This EA</b>	<b>\$5,500</b>

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING IRWD	25,000	25,000	50,000	0	50,000	50,000	1/12	6/13
ENGINEERING - PLANNING OUTSIDE	0	49,600	49,600	0	49,600	49,600	1/12	6/13
LEGAL	0	5,000	5,000	0	10,000	10,000	1/12	6/13
ENGINEERING ENVIRONMENTAL-OUTS	0	10,000	10,000	0	10,000	10,000	1/12	6/13
Contingency - 10.00% Subtotal	\$2,500	\$9,000	\$11,500	\$0	\$12,000	\$12,000		
<b>Subtotal (Direct Costs)</b>	<b>\$27,500</b>	<b>\$98,600</b>	<b>\$126,100</b>	<b>\$0</b>	<b>\$131,600</b>	<b>\$131,600</b>		
Estimated G/A - 180.00% of direct labor*	\$45,000	\$45,000	\$90,000	\$0	\$90,000	\$90,000		
<b>Total</b>	<b>\$72,500</b>	<b>\$143,600</b>	<b>\$216,100</b>	<b>\$0</b>	<b>\$221,600</b>	<b>\$221,600</b>		
Direct Labor	\$25,000	\$25,000	\$50,000	\$0	\$50,000	\$50,000		

\*EA includes estimated G&A. Actual G&A will be applied based on the current ratio of direct labor to general and administrative costs.

EA Originator: \_\_\_\_\_

Department Director: \_\_\_\_\_

Finance: \_\_\_\_\_

Board/General Manager: \_\_\_\_\_

\*\* IRWD hereby declares that it reasonably expects those expenditures marked with two asterisks to be reimbursed with proceeds of future debt to be incurred by IRWD in a maximum principal amount of \$227,000 additional documents, if any, which are hereby incorporated by project is made under Treasury Regulation Section 1.150-2.

July 23, 2012

Prepared by: K. Welch

Submitted by: G. Heiertz

Approved by: Paul Cook 

## ACTION CALENDAR

### AUTHORIZATION TO EXECUTE PROPOSITION 84 GRANT FUNDING CONTRACT

#### SUMMARY:

The Wells 21 and 22 Desalter Project was selected for Proposition 84 grant funding from the California Department of Water Resources (DWR) through the Santa Ana Watershed Project Authority (SAWPA) as part of its Integrated Regional Water Management Plan, One Water, One Watershed (OWOW) which was. Staff requests the Board authorize the General Manager to execute the grant funding agreement between SAWPA and IRWD as presented, subject to nonsubstantive changes as approved by the General Manager and Legal Counsel.

#### BACKGROUND:

In July 2010, staff submitted a project proposal for its Wells 21 and 22 Desalter Project under the SAWPA OWOW for funding under Proposition 84, Chapter 2 through the DWR. In October 2010, the SAWPA Commission approved a list of recommended projects for its overall DWR application under Proposition 84 and the Wells 21 and 22 Desalter Project was included in the recommended list. On December 13, 2010, the Board adopted by resolution SAWPA's OWOW Plan as a condition of receiving grant funding. On August 19, 2011, SAWPA notified IRWD that the DWR awarded funding to SAWPA's overall grant application in the amount of \$12,667,000, including funding for the Wells 21 and 22 Project in the amount of \$1,000,000.

Staff has now received a copy of the executed agreement between DWR and SAWPA, the grantee, and a second agreement to be executed between SAWPA and IRWD, as the sub-grantee. Both agreements are attached as Exhibit "A". Staff requests the Board authorize the General Manager to execute the grant funding agreement between SAWPA and IRWD.

#### FISCAL IMPACTS:

None.

#### ENVIRONMENTAL COMPLIANCE:

This project is subject to the California Environmental Quality Act (CEQA). In conformance with the California Code of Regulations Title 14, Chapter 3, Section 15004, a Mitigated Negative Declaration/Initial Study/Environmental Assessment (MND/IS/EA) was adopted February 8, 2010. To fulfill requirements of the American Recovery and Reinvestment Act of 2009, the project is also subject to compliance with the National Environmental Policy Act (NEPA). An Environmental Assessment was prepared to achieve NEPA compliance for the project and the USBR has adopted a Categorical Exemption for the project. On March 8, 2010 the Board approved an Addendum to the MND/IS/EA which incorporates Metropolitan Water District of Southern California as a Responsible Agency.

COMMITTEE STATUS:

This item was not reviewed by a Committee.

RECOMMENDATION:

THAT THE GENERAL MANAGER BE AUTHORIZED AND DIRECTED TO EXECUTE THE PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT FUNDING CONTRACT BETWEEN THE SANTA ANA WATERSHED PROJECT AUTHORITY AND IRVINE RANCH WATER DISTRICT IN THE FORM PRESENTED TO THIS MEETING, WITH NONSUBSTANTIVE CHANGES AS THE GENERAL MANAGER AND LEGAL COUNSEL MAY APPROVE.

LIST OF EXHIBITS:

Exhibit "A" – Agreement Between Santa Ana Watershed Project Authority and California Department of Water Resources and Agreement Between Santa Ana Watershed Project Authority and Irvine Ranch Water District

# EXHIBIT "A"

07/03/2012

## PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT FUNDING CONTRACT BETWEEN THE

SANTA ANA WATERSHED PROJECT AUTHORITY

AND

IRVINE RANCH WATER DISTRICT

This Proposition 84 Integrated Regional Water Management Program ("IRWMP") Implementation Grant Funding Contract is made between Santa Ana Watershed Project Authority ("SAWPA"), and Irvine Ranch Water District, (the "Sub-Grantee"). SAWPA and the Sub-Grantee may be individually referred to as "Party", and collectively referred to as the "Parties".

WHEREAS, Section 79560 et seq. of the Water Code establishes the IRWMP providing approximately \$900 million for local assistance grants to be allocated to projects to protect from drought, improve water quality and improve water security by reducing dependence on imported water; and

WHEREAS, in June 2012, the California Department of Water Resources ("DWR") and SAWPA entered into a Proposition 84 Integrated Regional Water Management Implementation Grant Agreement providing that SAWPA would serve as the program manager for the \$12,660,004.00 in IRWMP grant funds to be disbursed to Sub-Grantees, consistent with IRWMP and California Environmental Quality Act ("CEQA") requirements, and ensuring that the maximum benefit of such funds are realized in the Santa Ana River Watershed; and

WHEREAS, consistent with the Proposition 84 Integrated Regional Water Management Implementation Grant Agreement between DWR and SAWPA, SAWPA intends to disburse to the Sub-Grantee a portion of the \$12,660,004.00 in IRWMP grant funds for its project component by way of this Grant Funding Contract with the Sub-Grantee.

THEREFORE, based on the foregoing incorporated recitals and in consideration of the mutual covenants and conditions set forth in this Grant Funding Contract, the Parties hereby agree to the following:

### SECTION 1. PROJECT DESCRIPTION

The Sub-Grantee's Project is the component described in the IRWMP Grant Agreement as **Impaired Groundwater Recovery**. This project will recover and treat impaired groundwater to increase local drinking water supplies for the Sub-Grantee's service area to meet growing demands. This project also will supplement the Sub-Grantee's current annual potable supplies, reduce demands of imported water, and increase the Sub-Grantee's diversity of local supply.

### SECTION 2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE; SUB-GRANTEE GENERAL COMMITMENT

This Contract incorporates and includes as part of its terms and conditions the Proposition 84 Integrated Regional Water Management Program Implementation Grant Agreement between DWR and SAWPA,

Agreement No. 4600009719, attached hereto as **Attachment A** (hereinafter the “IRWMP Grant Agreement”).

In the event of any inconsistency between this Contract and the IRWMP Grant Agreement, except as otherwise specifically provided, the inconsistency shall be resolved by giving precedence to the IRWMP Grant Agreement.

The Sub-Grantee shall comply with all terms, provisions, conditions, and commitments of this Contract and the IRWMP Grant Agreement. Such compliance shall include providing SAWPA with all deliverables, budget detail, reports and all other documents required by the IRWMP Grant Agreement.

On behalf of and for the benefit of SAWPA, Sub-Grantee shall comply with all of the obligations and requirements of the IRWMP Grant Agreement as if the Sub-Grantee were the “Grantee” under the terms of the IRWMP Grant Agreement. Such compliance shall be to the fullest extent necessary and as may be required by SAWPA in order to enable SAWPA to comply with the IRWMP Grant Agreement as “Grantee.”

**SECTION 3.                    ESTIMATED ELIGIBLE PROJECT COSTS; GRANT AMOUNT**

The estimated reasonable cost of the Project at the time of SAWPA's and DWR's approval of the Project is **Thirty-seven Million Three Hundred Twenty-one Thousand Nine Hundred Seventy** dollars (\$ 37,321,970). Subject to all of the terms, provisions, and conditions of this Contract, and subject to the availability of the grant funds, SAWPA shall disburse such grant funds in a sum not to exceed **One Million** dollars (\$ 1,000,000). However, SAWPA's actual grant disbursements to the Sub-Grantee under this Contract shall not exceed payments received from the DWR and **2.7%** of actual Project Costs. Local match funds shall not include SRF loans per DWR criteria. Upon completion of a separate SRF loan agreement for the Project between the DWR and sub-grantee, the local match funds requirement will be revised, subject to the approval of the DWR.

If the Sub-Grantee proceeds to construction of such facilities, the final grant amount will be determined in accordance with the provisions of this Contract. If the Sub-Grantee fails or refuses to proceed with or complete the construction of facilities, SAWPA shall consider such failure or refusal to be a material violation and breach of this Contract. SAWPA shall have all rights and remedies as are otherwise available to it for breach of this Contract by the Sub-Grantee.

If actual Project costs exceed the Project's estimated reasonable cost, SAWPA shall have no obligation to provide grant funds for such exceedence.

Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction.

Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reasonable administrative expenses are the necessary costs incidentally but directly related to the project including the portion of overhead and administrative expenses that are directly related to the project.

Costs not eligible for reimbursement or eligible to be counted as local match include, but are not limited to:

- Costs incurred before the dates specified below.
- Operation and maintenance costs, including post construction performance and monitoring costs.
- Purchase of equipment that is not an integral part of the project.
- Establishing a reserve fund.
- Purchase of water supply.
- Monitoring and assessment costs for efforts required after project construction is complete.
- Replacement of existing funding sources for on-going programs.
- Travel and per diem costs are not eligible for reimbursement.
- Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
- Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project.
- Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement.
- Overhead not directly related to project costs.

Work performed after September 30, 2008, are eligible to be counted as local match. Work performed after August 16, 2011, are eligible for reimbursement.

#### **SECTION 4. SCOPE OF WORK AND COMPLETION OF PROJECT**

The Scope of Work shall be as provided for Sub-Grantee's component project described in the IRWMP Grant Agreement. The Parties understand that time is of the essence, and agree to expeditiously proceed with and complete the Project.

#### **SECTION 5. DISBURSEMENT**

Grant funds will be disbursed in accordance with the disbursement provisions of the IRWMP Grant Agreement.

#### **SECTION 6. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS**

The Sub-Grantee agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Contract. The Sub-Grantee shall maintain separate Project accounts in accordance with generally accepted government accounting standards and the conditions outlined in **Exhibit D of Attachment A**.

#### **SECTION 7. TERM**

This Contract shall not be effective until it has been executed by SAWPA. The Term of this Contract shall be the same as the Term of the IRWMP Grant Agreement, unless sooner terminated pursuant to the provisions of this Contract or the IRWMP Grant Agreement. Notwithstanding the foregoing, the obligations of this Contract and the IRWMP Grant Agreement shall continue through the life of the Project.

**SECTION 8. COVENANT TO OPERATE AND MAINTAIN PROJECT FACILITIES**

The Sub-Grantee shall properly staff, operate and maintain all portions of the Project during the Project's useful life and in accordance with this Contract, the IRWMP Grant Agreement, and all applicable state and federal laws, rules and regulations. In the event that the Sub-Grantee assigns or transfers all or any portions of the Project to another entity, the Sub-Grantee shall be responsible to ensure that the assignee or transferee of all or any portions of the Project shall properly staff, operate and maintain all portions of the Project during its useful life and in compliance with this Contract, the IRWMP Grant Agreement, and all applicable state and federal laws, rules and regulations. The Parties to this Contract understand and agree that this covenant shall survive the expiration or termination of this Contract. The Parties further understand and agree that this covenant is for the benefit of SAWPA and DWR and shall be enforceable during the useful life of the Project facilities. The Parties agree that the useful life of the Project facilities is 50 (fifty) years from and after Project completion.

Sub-Grantee shall prepare and maintain the Project Monitoring Plan ("PMP") required by the IRWMP Grant Agreement. DWR and SAWPA shall approve the PMP before the Sub-Grantee implements any sampling or monitoring activities.

Sub-Grantee shall not abandon, substantially discontinue use of, lease, or dispose of the Project, including its construction, or any significant part or portion thereof, during the useful life of the Project without SAWPA's and DWR's prior written approval.

**SECTION 9. ASSIGNMENT**

Neither this Contract, nor any duties or obligations under this Contract, nor any of the Project facilities referenced in this Contract shall be assigned by any Party without the prior written consent of the other Party.

Should an assignment or transfer occur, whenever SAWPA or the Sub-Grantee are named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in SAWPA and the Sub-Grantee, and all Contract and covenants required hereby to be performed by or on behalf of SAWPA and/or the Sub-Grantee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

**SECTION 10. COMPLIANCE WITH LAWS AND REGULATIONS**

The Sub-Grantee agrees that it shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, regulations and guidelines. The Sub-Grantee shall comply with, implement, and fulfill all environmental mitigation measures applicable to the Project, and which may otherwise be required by this Contract and the IRWMP Grant Agreement, the California Environmental Quality Act ("CEQA"), and the State CEQA Guidelines.

**SECTION 11. CONSTRUCTION ACTIVITIES AND NOTIFICATION**

The Sub-Grantee shall immediately notify SAWPA in writing of:

- (1) Any substantial change in the scope, budget, or work performed of the Project. The Sub-Grantee agrees that no substantial change in the scope of the Project may be undertaken

until written notice of the proposed change has been provided to SAWPA, and SAWPA and DWR have given written approval for such a change;

- (2) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation. Sub-Grantee must notify SAWPA at least 20 calendar days prior to the event.
- (3) Unscheduled cessation of all major construction work on the Project where such cessation of work is expected to or does continue for a period of 30 calendar days or more;
- (4) Any circumstance, combination of circumstances, or condition which is expected to delay project completion for a period of 90 calendar days or more beyond the initial estimated date of completion of the Project previously provided to SAWPA;
- (5) Completion of construction of the Project and provide SAWPA and DWR the opportunity to participate in the inspection. Sub-Grantee must notify SAWPA at least 20 calendar days prior to final inspection.

**SECTION 12.            PAYMENT OF PROJECT COSTS**

The Sub-Grantee shall provide for and make payment for all Project costs. All costs and payments for the Project shall be paid by the Sub-Grantee promptly and in compliance with all applicable laws. All grant disbursements will be reimbursements.

**SECTION 13.            WITHHOLDING OF GRANT DISBURSEMENTS**

SAWPA may withhold all or any portion of the grant funds provided for by this Contract in the event that:

- (1) The Sub-Grantee has violated, or threatens to violate, any term, provision, condition, or commitment of this Contract;
- (2) The Sub-Grantee fails to maintain reasonable progress toward completion of the Project;  
or
- (3) DWR directs SAWPA to withhold any such grant funds.

**SECTION 14.            INVOICING**

(A) Invoices shall be completed on a State-provided invoice form and shall meet the following format requirements:

- (1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- (2) Invoices must be itemized. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e. hours or days worked times the hourly or daily rate = the total amount claimed). Refer to **Attachment C**.

- (3) Sufficient evidence (i.e. receipts, copies of checks, timesheets) must be provided for all costs included in the invoice.
  - (4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount and those costs that represent the Sub-Grantee's share as applicable.
  - (5) Each invoice shall include an original signature and date (in ink) of the Sub-Grantee's Project Manager.
- (B) Invoices also shall include the following information:
- (1) Costs incurred for work performed in implementing the IRWM program or program contracts during the period identified in the particular invoice.
  - (2) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.
  - (3) Appropriate receipts and reports for all costs incurred.

**SECTION 15.            RECORDS AND REPORTS**

- (A) Without limitation on the requirement that Project accounts be maintained in accordance with generally accepted government accounting standards, the Sub-Grantee shall comply with the records and reporting requirements imposed by the IRWMP Grant Agreement, and shall also:
- (1) Establish an official Project file that documents all significant actions relative to the Project;
  - (2) Establish separate accounts that adequately and accurately itemizes and describes all amounts received and expended on the Project, including all grant funds received under this Contract;
  - (3) Establish separate accounts that adequately and accurately itemizes and describes all income received which is attributable to the Project, specifically including any income attributable to grant funds disbursed under this Contract;
  - (4) Establish an accounting system that adequately and accurately itemizes and describes final total costs of the Project, including both direct and indirect costs;
  - (5) Establish such accounts and maintain such records as may be necessary for the State, DWR and SAWPA to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
  - (6) If Force Account is used by the Sub-Grantee for any phase of the Project, establish an account that adequately and accurately itemizes and describes all employee hours, and associated tasks charged to the Project per employee.

- (B) The Sub-Grantee shall require all Project contractors and subcontractors to maintain books, records, and other material relative to the Project in accordance with generally accepted accounting standards, and to require that such contractors and subcontractors retain such books, records, and other material for a minimum of five (5) years after Project completion. The Sub-Grantee shall require that such books, records, and other material shall be subject, at all reasonable times, to inspection, copying, and audit by SAWPA, DWR or its authorized representatives.
- (C) The Sub-Grantee shall maintain its books, records and other material concerning the Project in accordance with generally accepted government accounting standards and as required by the IRWMP Grant Agreement.
- (D) All documents required or requested to be provided to SAWPA shall be submitted electronically in the both the native format (e.g. Microsoft Word, Microsoft Excel, etc) and PDF. All documents shall be public domain or the property of SAWPA once submitted.
- (E) The Sub-Grantee agrees to expeditiously provide, during work on the Project and for three years after the projection completion, such reports, data, information and certifications as may be reasonably required by SAWPA or DWR. Such documents and information shall be provided in electronic format.

**SECTION 16. QUARTERLY PROGRESS REPORTS**

Quarterly Progress Reports shall be completed using the templates provided as shown in **Attachments B, C, and D**. Quarterly Progress Reports shall provide a brief description of the work performed, activities, milestones achieved, any accomplishments as well as any problems encountered in the performance of the work. The first quarterly report shall be submitted no later than October 15, 2012, with future reports due on successive three month increments.

**SECTION 17. PROJECT REVIEW AND EVALUATION; FINAL REPORTS AND AUDIT**

- (A) SAWPA may perform a project review or otherwise evaluate the project to determine compliance with the contract documents at any time or if questions about the proper use or management of the funds arise. SAWPA may review or evaluate the contractor or vendor for compliance with the terms and conditions of the contract document. The project review and evaluation may be performed by SAWPA or may be contracted to a responsible third party. Any findings and recommendations of the project review and evaluation shall be addressed by the Sub-Grantee within 60 days of the date such findings and recommendations are provided to the Sub-Grantee and before the next invoice is paid by SAWPA.
- (B) Inventory of equipment purchased with grant funds.
  - (1) At least 75 days prior to submission of the final project invoice, Sub-Grantee shall consult with SAWPA on the scope of the inventory of equipment purchased with grant funds. This inventory shall include all items with a current estimated fair market value of more than \$5,000 per item.
  - (2) At least 45 days prior to submission of the final project invoice, Sub-Grantee shall provide SAWPA with a final inventory list of equipment purchased with grant funds.

DWR shall have the opportunity to take title to any item on the inventory list. Should DWR take title to any item on the inventory list, DWR shall arrange for delivery and transportation of such inventory.

- (C) In addition to the documents and deliverables required to be provided by the IRWMP Grant Agreement, within 90 days after completion of Project but no later than 14 days prior to the due date indicated in the IRWMP Grant Agreement, the Sub-Grantee shall provide to SAWPA, a final Project summary report on the Project. The summary shall include, at a minimum, all of the following:
- (1) A description of the completed project including purpose, goals, activities completed and participants, the general performance characteristics (e.g. the delivery rate and quantity of water pumped) of the constructed facilities, a description of the water quality benefits attained from the construction of the project (consistent with the Project Management Plan), any goals not achieved or only partially achieved, lessons learned, public outreach conducted, a summary of the construction program, a summary of all documents submitted to SAWPA in compliance with this Agreement and the IRWMP Grant Agreement, and copies of any final documents or reports generated or utilized during a project. The summary shall also contain a description of startup activities, problems encountered, corrective measures completed as well as any changes or amendments to the project.
  - (2) A final cost summary listing the total project cost, total project costs eligible for grant funding under the DWR's grant funding program and this Contract, total amount of grant funds received, and other financial information as may be reasonably required by the DWR to verify Sub-Grantee's entitlement to grant funds, to assure program integrity, and to comply with federal requirements.  
  
The report shall be accompanied by such other financial information as may be required by SAWPA or DWR to verify Sub-Grantee entitlement to grant funds, to assure program integrity, and to comply with any federal or state requirements. A duly authorized representative of the Sub-Grantee shall certify the report as correct.
  - (3) A final schedule showing actual progress versus planned progress.
  - (4) If applicable, certification of final project by a registered civil engineer, consistent with Standard Condition D-15, "Final Inspection and Certification of Registered Civil Engineer".
  - (5) A DWR "Certification of Project Completion".
- (D) SAWPA may call for an audit of financial information relative to the Project, where SAWPA determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal or state requirements. Where such an audit is called for, the audit shall be performed by a Certified Public Accountant independent of the Sub-Grantee and at the cost of the Sub-Grantee. The audit shall be in the form required by SAWPA.

**SECTION 18.                    PROJECT CLOSEOUT DOCUMENTATION**

To ensure that that the Project is closed out in a manner that provides an auditable file for SAWPA, Sub-Grantee shall follow a close-out procedure that includes payment of all subcontracts, completion of all punch lists, defects correction, satisfaction of warranty or guarantee issues, and any other requirements for the completion of the scope of work. Such close-out procedures shall include those procedures contained in the IRWMP Grant Agreement or otherwise required by SAWPA and DWR.

**SECTION 19.                    POST-PERFORMANCE REPORTS**

Post-Performance Reports shall be submitted to SAWPA within 75 calendar days after the first operational year of a project then by March 15 of each year thereafter. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project begins operation.

**SECTION 20.                    MONITORING REQUIREMENTS**

- (A) All groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001.
- (B) Projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program administered by the State Water Resources Control Board.
- (C) Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to SAWPA with a narrative description of data submittal activities (included in project reports) as described below:
  - (1) Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). CEDEN data templates are available on the CEDEN website (<http://www.ceden.org>). Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to the CEDEN Regional Data Center via the CEDEN website and a copy shall be given to SAWPA.
  - (2) If Sub-Grantee's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at [http://www.waterboards.ca.gov/water\\_issues/programs/gama](http://www.waterboards.ca.gov/water_issues/programs/gama). If further information is required, the Sub-Grantee can contact the State Water Resources Control Board GAMA Program. A copy of all data submitted shall be given to SAWPA.
- (D) If groundwater level data is collected, Sub-Grantee must submit this data to DWR's Water Data Library (WDL) with a narrative description of data submittal activities (included in project reports). Information regarding the WDL and the format to submit the data in can be found at: <http://wdl.water.ca.gov/>. A copy of all data submitted shall be given to SAWPA.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this program comes online, Sub-Grantee will then submit

groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/groundwater/casgem/>.

**SECTION 21.            TERMINATION; IMMEDIATE REPAYMENT; INTEREST**

- (A) SAWPA may terminate this Contract at any time prior to completion of the Project for Sub-Grantee's violation of any provision of this Contract upon written notice by SAWPA if the violation and failure of Sub-Grantee to come into compliance within a reasonable time as established by SAWPA.
- (B) In the event of such termination, the Sub-Grantee agrees, upon demand, to immediately repay to SAWPA an amount equal to the amount of grant funds disbursed to the Sub-Grantee prior to such termination. In the event of termination, prejudgment interest shall accrue on all amounts due from the date that notice of termination is mailed to the Sub-Grantee to the date of full repayment by the Sub-Grantee.
- (C) SAWPA may terminate this Contract should DWR terminate SAWPA as program manager, or terminate funding for this Contract or the Project or should DWR terminate its standard agreement with SAWPA on this Project. Upon such DWR-caused termination, SAWPA shall not be liable to Sub-Grantee for any damages, costs or expenses resulting from such termination.

**SECTION 22.            DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS**

In the event that any breach of any of the provisions of this Contract or other action by the Sub-Grantee shall result in the loss of tax exempt status for any bonds, or if such breach shall result in an obligation on the part of the SAWPA to reimburse the federal government by reason of any arbitrage profits, the Sub-Grantee shall immediately reimburse SAWPA and/or DWR in an amount equal to any damages paid by or loss incurred by the State due to such breach.

**SECTION 23.            ARBITRATION**

Any dispute which may arise under this Contract by and between the SAWPA and the Sub-Grantee, including the Sub-Grantee's subcontractors, laborers, and suppliers, shall be submitted to binding arbitration. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the Parties stipulate in writing to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation.

**SECTION 24.            COSTS AND ATTORNEY FEES**

In the event of arbitration or litigation between the parties hereto arising from this Contract, it is agreed that the prevailing party shall be entitled to recover reasonable costs and attorney fees.

**SECTION 25.            WAIVER**

Any waiver of any rights or obligations under this Contract or the IRWMP Grant Agreement shall be in writing and signed by the Party making such waiver, and approved by SAWPA and the DWR.

**SECTION 26.**            AMENDMENT

This Contract may be amended at any time by mutual written agreement of the Parties and the DWR.

**SECTION 27.**            SAWPA REVIEWS; SUB-GRANTEE AS INDEPENDENT CONTRACTOR

- (A) The Parties agree that review or approval of the Project or Project plans and specifications by SAWPA is for administrative and eligibility purposes only and does not relieve the Sub-Grantee of its responsibility to properly plan, design, construct, operate, and maintain the Project. As between SAWPA and the Sub-Grantee, the Sub-Grantee agrees that it has sole responsibility for proper planning, design, construction, operation, and maintenance of the Project.
- (B) The Sub-Grantee is an independent contractor exclusively responsible for the design, construction, operation and maintenance of the specific project funded by this Grant Funding Contract and that the Sub-Grantee is not acting as SAWPA's agent, nor is SAWPA acting as an agent of the Sub-Grantee.

**SECTION 28.**            INDEMNIFICATION

- (A) The Sub-Grantee shall defend, indemnify and hold harmless SAWPA and DWR and their directors, commissioners, officers, employees, agents and assigns (collectively the "Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, including attorneys fees and expenses incurred in connection therewith, to which such Indemnified Parties may become liable in connection with or arising from this Contract, and the transactions, funding and construction activities contemplated by this Contract. Sub-Grantee shall reimburse Indemnified Parties for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or related to this Contract, and the transactions, funding and construction activities contemplated by this Contract. Sub-Grantee shall indemnify and save the Indemnified Parties harmless from and against any claims, losses, damages, attorneys fees and expenses arising from any and all contracts, contractors, subcontractors, suppliers, laborers, and any other person, entity or corporation furnishing or supplying such services, materials or supplies in connection with Sub-Grantee's Project funded, in part, by this Contract. Sub-Grantee shall indemnify and save Indemnified Parties harmless from any and all claims, losses, damages, attorneys fees and expenses that may arise from any breach or default by Sub-Grantee in the performance of its obligations under this Contract, or any act of negligence by the Sub-Grantee or any of its agents, contractors, subcontractors, servants, employees or licensees concerning the subject matter of this Contract or the Project. Sub-Grantee shall indemnify and hold the Indemnified Parties harmless from any and all claims, losses, damages, attorneys' fees and expenses arising out of the completion of the Project or the authorization of payment of Project Costs to or by the Sub-Grantee. No indemnification is required under this Section for claims, losses or damages arising out of the sole and exclusive misconduct or negligence under this Contract by SAWPA.
- (B) The Sub-Grantee understands and agrees that it has complied and will comply with CEQA and the State CEQA Guidelines for the project which is the subject matter of this Grant Funding Contract. Sub-Grantee understands and agrees that it is ultimately and solely responsible, as the lead agency, for compliance with CEQA and any mitigation measures required for the Project. The Sub-Grantee hereby agrees to indemnify, defend and hold harmless SAWPA and the DWR

from any and all claims or actions related to this Project that may be made by any third party or public agency alleging, among other things, violations of CEQA or the State CEQA Guidelines.

- (C) In addition to complying with the insurance requirements contained in the IRWMP Grant Agreement, including Section 24 of **Exhibit D** of that Agreement, the Sub-Grantee shall ensure that adequate insurance coverage is provided by Sub-Grantee and/or its contractors and subcontractors on the Project funded, in part, by this Contract. Such insurance shall include adequate coverage for comprehensive commercial general liability, business auto liability, workers compensation liability, professional and errors and omissions liability, property insurance, including all builders risk insurance. Such insurance coverage shall, at a minimum, insure against injuries to third parties, damage to property owned by third parties, physical damage to the Project and all related facilities, theft of building materials and supplies intended for the Project, delays in Project completion, delays in Project Completion due to strikes and governmental actions, liquidated damages, employee injuries and work-related illnesses, design errors resulting in increased project costs, environmental damage caused by construction activities related to the Project, and nonperformance by the contractors and subcontractors. Such insurance coverages shall be provided by admitted insurance companies authorized to do business in the State of California, and with a minimum "Best's Insurance Guide" rating of "A:VII".

**SECTION 29.            PROJECT AND INFORMATION ACCESS**

The Sub-Grantee agrees to ensure that SAWPA, DWR, or any authorized representative thereof, shall have reasonable access to the Project site at all reasonable times during Project construction, and thereafter for the useful life of the Project.

**SECTION 30.            OPINIONS AND DETERMINATIONS**

Where the terms of this contract provide for action to be based upon the opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary and capricious.

**IN WITNESS THEREOF**, the parties have executed this Contract on the dates set forth below.

SANTA ANA WATERSHED PROJECT  
AUTHORITY

*Date* July 5, 2012

*Authorized Representative* 

IRVINE RANCH WATER DISTRICT

*Date* \_\_\_\_\_

*Authorized Representative* \_\_\_\_\_

Paul A. Cook

*Typed Name* \_\_\_\_\_

General Manager

*Title* \_\_\_\_\_



**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)  
AND  
SANTA ANA WATERSHED PROJECT AUTHORITY AGREEMENT NUMBER 4600009719  
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS  
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Santa Ana Watershed Project Authority, a public agency in the Counties of Los Angeles, Orange, Riverside, and San Bernardino, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the Santa Ana Integrated Regional Water Management (IRWM) Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on December 31, 2016, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 9.
3. GRANT AMOUNT. The maximum amount payable by State under this Grant Agreement shall not exceed \$12,660,004. Of this grant amount, not less than \$422,222 shall be expended to projects that benefit the critical water supply or water quality needs of disadvantaged communities (DAC) in the IRWM effort funded by this Grant Agreement.
4. GRANTEE COST SHARE. The reasonable costs for this Agreement are estimated to be \$251,181,678. Grantee shall provide a Grantee Cost Share (Funding Match) in the amount of at least 25% (unless a Disadvantaged Community project waiver is granted) of the total project cost. Grantee's Funding Match is estimated to be \$64,031,281. Grantee's Funding Match may include cost share performed after September 30, 2008.
5. GRANTEE'S RESPONSIBILITY. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Schedule) and Exhibit C (Budget). Grantee shall comply with all of the terms and conditions of this Grant Agreement and applicable California Public Resources Code (PRC) requirements.
6. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in Grantee's IRWMP Round 1 project Implementation grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
7. BASIC CONDITIONS. State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied the following conditions in accordance with the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.

- a) By signing this Grant Agreement, Grantee demonstrates the designated Local Project Sponsors for each project are aware of and comply with the provisions of the Grant Agreement between State and Grantee.
- b) Grantee demonstrates the availability of sufficient funds to complete the project, as stated in the Grant Award/Commitment Letter, by submitting the most recent 3 years of audited financial statements.
- c) Grantee complies with PRC §75102 to notify the California Native American tribe (which is on the contact list maintained by the Native American Heritage Commission) of Project Construction if that tribe has traditional lands located within the area of the Project.
- d) For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
- e) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."
- f) Grantee submits all deliverables as specified in this Paragraph of this Grant Agreement and Work Plan in Exhibit A.
- g) For each project, prior to the commencement of construction or implementation activities, Grantee shall submit to the State the following:
  - 1) Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.
  - 2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
    - i. Grantee submits all applicable environmental permits as indicated on the Environmental Information Form to the State,
    - ii. Documents that satisfy the CEQA process are received by the State,
    - iii. State has completed its CEQA compliance review as a Responsible Agency, and
    - iv. Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (ex. construction or implementation activities) for which it is required. Therefore, the Grantee should get concurrence from DWR on CEQA before beginning any of the work that is subject to CEQA. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.
- 3) For each project included in this Grant Agreement a monitoring plan as required by Paragraph 22, "Project Monitoring Plan Requirements."

8. DISBURSEMENT OF GRANT FUNDS. Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. For each project, funds will be disbursed by State in response to each approved

invoice in accordance with the Exhibit C. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Costs.

9. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Work performed after the date of grant award, August 16, 2011, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee.

Advanced funds will not be provided. Costs that are not reimbursable with grant funds cannot be counted as cost share. Costs that are not eligible for reimbursement include but are not limited to:

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
  - b) Operation and maintenance costs, including post construction performance and monitoring costs.
  - c) Purchase of equipment not an integral part of a project.
  - d) Establishing a reserve fund.
  - e) Purchase of water supply.
  - f) Monitoring and assessment costs for efforts required after project construction is complete.
  - g) Replacement of existing funding sources for ongoing programs.
  - h) Travel and per diem costs.
  - i) Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
  - j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the effective date of the grant award with the State.
  - k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e. Funding Match)
  - l) Overhead not directly related to project costs.
10. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 7 "Basic Conditions" are met, State will disburse the whole or portions of the Grant Amount to Grantee, following receipt from Grantee of an invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."

Invoices submitted by Grantee shall include the following information:

- a) Costs incurred for work performed in implementing the IRWM Program or program contracts during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- c) Appropriate receipts and reports for all costs incurred.

- d) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
- 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - 2) Invoices must be itemized based on the categories specified in the Exhibit C. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - 3) Sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent Grantee's and Local Project Sponsors' costs, as applicable, in Paragraph 4, "Grantee Cost Share."
  - 5) Original signature and date (in ink) of Grantee's Project Manager.

Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources  
Parker Thaler, Environmental Scientist  
901 P Street, Room 213  
Sacramento, CA 95814

11. WITHHOLDING OF GRANT DISBURSEMENT BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the Grant Amount and take any other action that it deems necessary to protect its interests. State may require the Grantee to immediately repay all or any portion of the disbursed grant amount with interest, consistent with its determination. State may consider Grantee's refusal to repay the requested disbursed grant amount a contract breach subject to the default provisions in Paragraph 13, "Default Provisions."

If State notifies Grantee of its decision to withhold the entire grant amount from Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and shall no longer be binding on either party.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirements to remain eligible to receive State grant funds:
- a) Timely adoption of an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
  - b) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 *et. seq.*)
  - c) For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
  - d) Reporting of status of IRWM Plan Update as described in Exhibit E under the heading "Quarterly Progress Report."

13. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:
- a) Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
  - b) Making any false warranty, representation, or statement with respect to this Grant Agreement.
  - c) Failure to operate or maintain projects in accordance with this Grant Agreement.
  - d) Failure to make any remittance required by this Grant Agreement.
  - e) Failure of Grantee or a Local Project Sponsor receiving grant funding through this Grant Agreement to adopt, no later than 2 years after the State executes the Grant Agreement, an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
  - f) Failure to undertake all reasonable and feasible efforts to take into account the water-related needs of disadvantaged communities in the area within the boundaries of the IRWM Plan.
  - g) Failure to comply with Labor Compliance Program (LCP) requirements.
  - h) Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State may do any or all of the following:

- i) Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
  - j) Terminate any obligation to make future payments to Grantee.
  - k) Terminate the Grant Agreement.
  - l) Take any other action that it deems necessary to protect its interests.
14. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS: Grantee and Local Project Sponsors shall be responsible for ensuring any and all permits, licenses, and approvals required for performing their obligations under this Grant Agreement are obtained, and shall comply with CEQA (PRC Section 21000 *et seq.*) and other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements for each project described in Exhibit A.
15. RELATIONSHIP OF PARTIES. Grantee and Local Project Sponsors are solely responsible for design, construction, and operation and maintenance of Projects within the Santa Ana IRWM Program. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of grant funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee and Local Project Sponsors under this Grant Agreement.
16. GRANTEE REPRESENTATIONS. Grantee accepts and agrees to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing. Grantee warrants that all Local Project Sponsors will be contractually required to comply with this Grant Agreement for their respective project or projects.
17. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted in both electronic and hard copy forms.

If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit E. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report for each project listed on Exhibit A is a requirement for the release of any funds retained for such project.

- Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent via e-mail, to the State's Project Manager as specified in Exhibit B. Quarterly Progress Reports shall provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to DWR no later than one month following the first quarter after the grant agreement is executed with future reports then due on successive three month increments based on the invoicing schedule.
  - Project Completion Reports: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of project completion. Each Project Completion Report shall include a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent Standard Condition D-15, "Final Inspections and Certification of Registered Civil Engineer." A DWR "Certification of Project Completion" form will be provided by the State.
  - Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
  - Post-Performance Reports: Grantee shall submit a Post-Performance Report for each project. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated, for each project, annually for a total of 10 years after the completed project begins operation.
18. IRWM PROGRAM PERFORMANCE AND ASSURANCES. Grantee agrees to faithfully and expeditiously perform or cause to be performed all IRWM Program work as described in the final plans and specifications for each project under this Grant Agreement and implement the project in accordance with applicable provisions of the law. In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.
19. LABOR COMPLIANCE. Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements,

including, but not limited to, Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under California Labor Code Section 1771.3.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the Grant made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the projects, and shall ensure or cause the projects to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The Grantee shall ensure that all operations and maintenance costs of the facilities and structures are contractually assumed by the appropriate Local Project Sponsors for their respective projects; State shall not be liable for any cost of such maintenance, management, or operation. Grantee or Local Project Sponsors may be excused from operations and maintenance only upon the written approval of the State's Project Manager. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 13, "Default Provisions."
21. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of CWC) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.
22. PROJECT MONITORING PLAN REQUIREMENTS. The Grant Agreement work plan should contain activities to develop and submit to State a monitoring plan for each project contained in this Grant Agreement. Monitoring plan can be for the entire Proposal or on a per project basis. Along with the Attachment 6 Project Performance Measures Tables requirements outlined on page 21 of the Proposition 84 Round 1 Implementation Proposal Solicitation Package, the Project Monitoring Plan should also include:
- a) Baseline conditions.
  - b) Brief discussion of monitoring systems to be utilized.
  - c) Methodology of monitoring.
  - d) Frequency of monitoring.
  - e) Location of monitoring points.
- A monitoring plan shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for each project in this Grant Agreement. See Exhibit G ("Requirements for Data Submittal") for web links and information regarding other State monitoring and data reporting requirements.

23. NOTIFICATION OF STATE. For each project, Grantee shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. See Exhibit H for guidance on Agreement Amendment requirements.
  - b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  - c) Completion of work on a project shall include final inspection of a project by a Registered Civil Engineer, as determined and required by State, and in accordance with Standard Condition D-15 (Final Inspections and Certification of Registered Civil Engineer). Furthermore, the Grantee shall provide the State the opportunity to participate in the inspection. Grantee shall make such notification at least fourteen (14) calendar days prior to the final inspection.
24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by electronic means. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
26. PROJECT REPRESENTATIVES. The Grantee has acknowledged authorization to enter into a cost sharing partnership agreement as documented in Exhibit I. The Project Representatives during the term of this Grant Agreement is as follows.

Department of Water Resources  
Paula Landis  
Chief, Division of IRWM  
P.O. Box 942836  
Sacramento CA 94236-0001  
Phone: (916) 651-9220  
e-mail: [plandis@water.ca.gov](mailto:plandis@water.ca.gov)

Santa Ana Watershed Project Authority  
Celeste Cantu  
Project Director  
11615 Sterling Avenue  
Riverside, CA 92503  
951-354-4220  
[ccantu@sawpa.org](mailto:ccantu@sawpa.org)

Direct all inquiries to the Project Manager:

Department of Water Resources  
Parker Thaler  
Division of Integrated Regional  
Water Management  
901 P Street  
Sacramento, CA 95814

Santa Ana Watershed Project Authority  
Rich Haller  
Project Manager  
11615 Sterling Avenue  
Riverside, CA 92503  
951-354-4248  
[RHaller@sawpa.org](mailto:RHaller@sawpa.org)

916-651-9221  
e-mail: pthaler@water.ca.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

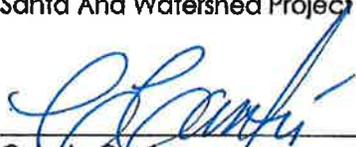
- Exhibit A – Work Plan
- Exhibit B – Schedule
- Exhibit C – Budget
- Exhibit D – Standard Conditions
- Exhibit E – Report Formats and Requirements
- Exhibit F – Local Project Sponsors
- Exhibit G – Requirements for Data Submittal
- Exhibit H – Guidelines for Grantees
- Exhibit I – Grantee Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

Santa Ana Watershed Project Authority

*AW*  
  
 Paula J. Landis, P.E., Chief  
 Division of Integrated Regional Water  
 Management  
 Date 6-5-12

  
 Celeste Cantu  
 Project Director  
 Date 6-5-2012

Approved as to Legal Form and Sufficiency

  
 Spencer Kenner, Assistant Chief Counsel  
 Office of Chief Counsel  
 Date 6/11/12

**EXHIBIT A  
WORK PLAN**

**PROJECT (A) GROUNDWATER REPLENISHMENT SYSTEM- FLOW EQUALIZATION (OCWD)**

Overview: The primary objective of the Ground Water Replenishment System (GWRS) Flow Equalization Project is to more effectively utilize the available flow of secondary effluent from Orange County Sanitation District (OCSD) and maximize resource processing and overall production from the GWRS. This project will increase the local water supply in Orange County by an additional 12,000 acre-feet per year (AFY) and diversify the water supply portfolio in the Southern California region. Orange County Water District (OCWD) is currently unable to operate the GWRS at full capacity due to the daily fluctuations in flows from OCSD's Plant 1 treatment facility. Two flow equalization tanks are needed to balance the secondary effluent from OCSD to GWRS throughout the day in order to maximize the overall production of the GWRS. This will enable peaks in the secondary effluent flow to be stored and subsequently used when flows to the GWRS are low, ensuring that a steady influent of wastewater to the GWRS is maintained at the design production capacity. Any excessive flows that occur at peak times during the day will be stored in the equalization tanks and delivered to the GWRS during periods when the secondary effluent from OCSD's Plant 1 is low. Upon completion, this project will enable OCWD to produce an additional 12,000 AFY of highly purified water for groundwater recharge and seawater intrusion control barrier operations.

**BUDGET CATEGORY (a): DIRECT PROJECT ADMINISTRATION COSTS**

**Task 1: Administration**

OCWD staff will prepare the project progress reports, project monitoring plan, invoices, and other deliverable documents as required by the IRWM Grant Agreement.

Deliverables: Invoice, project monitoring plan, and other deliverables as required.

**Task 2: Labor Compliance Program**

To meet the requirements of Labor Code section 1771.5, OCWD's labor compliance program for this project will be administered by a third party administrator of California compliance programs approved and certified by the California Department of Industrial Relations.

**Task 3: Reporting**

OCWD will prepare and submit the quarterly project progress reports and final project report as required by the IRWM Grant Agreement.

Deliverables: Submission of quarterly and final reports as specified in the Grant Agreement.

**BUDGET CATEGORY (b): PLANNING/ENGINEERING/ENVIRONMENTAL DOCUMENTATION**

**Task 4: Assessment and Evaluation**

The technical evaluation and the feasibility assessment of this project were conducted by OCWD consultant (Black and Veatch) with critical review and comments by OCWD staff. Two important studies for this project include the Technical Memorandum 6 entitled "Flow Equalization Study" and the Technical Memorandum 11 entitled "Secondary Effluent Flow Equalization Facilities."

Deliverables: Technical Memorandum 6 and 11.

**Task 5: Final Design**

The final design has recently been completed by OCWD's design consultant, Black and Veatch. Project design plans and specification at 100 percent completion and as-built drawings will be submitted to SAWPA and DWR.

Deliverables: Project plans and specifications at the 100 percent and final level.

#### **Task 6: Environmental Documentation**

The environmental documents for this project include the Addendum Number 5 to the Environmental Impact Report for the Groundwater Replenishment System (GWRS) that was approved and adopted by the OCWD Board of Directors, the filing of the Notice of Determination with the State Clearinghouse Office of Planning and Research and the Orange County Clerk Recorder, and OCWD's environmental mitigation measures monitoring and reporting program.

Deliverables: Approved and adopted Addendum Number 5 to Orange County Water District Final Program Environmental Impact Report/Environmental Impact Statement for the Groundwater Replenishment System, Modified Phase II Expansion Project, Final EIR.

#### **BUDGET CATEGORY (c): CONSTRUCTION/IMPLEMENTATION**

##### **Task 7: Construction Activities**

OCWD's GWRS project manager and OCWD's contracting staff administer the construction of the GWRS Flow Equalization Project. As a public agency, OCWD staff follows the public works construction contracting procedures and has advertised for bids and developed the bid package including all the pertinent requirements and provisions for this project. After evaluation of bid proposals, OCWD staff has recommended the contract award to the lowest bidder (McCarthy Building Companies, Inc.) for approval by the OCWD Board of Directors at the October 19, 2011 Board of Directors meeting. OCWD's contracting staff has verified contractor bonds and insurance, and issued a Notice-To-Proceed to the selected lowest bidder (McCarthy Building Companies, Inc.) after approval by the Board of Directors.

The major tasks of construction include bid period, mobilization, project submittals, flow equalization, construction items, procurement of major equipment, installation of equipment, substantial completion of plant site construction, startup and testing, demobilization and contract closeout, and final completion of construction.

a. Mobilization and Site Preparation

This subtask includes site preparation of the staging area at OCSD and mobilization of construction equipment to the staging area.

b. Project Construction

Specific construction activities include shoring, excavation, set up pile template, auger/cast-in-place piles, prepare pile cap sub-grade, form/place concrete foundation pile cap slab, form/place concrete foundation slab and sub-grade walls, curing of last concrete pour, erect two water storage tanks, paint and coating, install fill/feed piping, hydrostatic leakage test tanks, hydrostatic leakage test tanks and piping. The steel tanks will store secondary effluent (15 million gallons capacity) and the approximate dimensions are 216 feet diameter and 45 feet height. A corrosion-resistant coating will be applied to the external surface of the tanks. The internal coating system is polyurethane 60 mils or equivalent product.

There is a network of two key pipelines: one that fills the two storage tanks (the approximate dimensions are 36-inch diameter and 250 feet length) and another that drains and feeds the GWRS (the approximate dimensions are 54-inch diameter and 1,000 feet length). There is a pump station that pumps secondary effluent to the water storage tanks and contains five pumps (65 horsepower each).

The procurement of major equipment includes the following: release for manufacture after submittal are approved, time for equipment manufacture, witnesses shop testing, fabrication of steel tanks, factory inspection of assemblies, packaging and shipping of equipment, shipping steel tanks, and major equipment delivered to project site. The equipment installation includes the following: install tank circulation equipment, pumps, process and bleach piping, valves, flow meters, submersible pumps, conduit and wiring, instrumentation and communication systems, hydrostatic testing and disinfection of piping, Delta V integration, tie-in to screening and ultraviolet light facility, tie-in to OCSD facilities, and process control system commissioning.

Upon reaching substantial completion, the contractor will install the remaining yard piping, pressure and leakage testing, cleaning and disinfection, remove shoring systems along roads, installation of remaining duct banks, and restoration of road, paving and stripping.

c. Performance Testing and Demobilization

Perform project testing and startup and substantial operational completion for flow equalization tanks. The demobilization and contract closeout subtasks include the following: complete site improvements, remove temporary fencing, punch list items and contract closeout, contractor submit as-built drawings, demobilize and site cleanup.

Deliverables: Summary of bid process and notice to proceed.

**BUDGET CATEGORY (d): ENVIRONMENTAL COMPLIANCE/MITIGATION/ ENHANCEMENT**

**Task 8: Environmental Compliance/Mitigation/Enhancement**

The mitigation measures program for CEQA compliance will include air quality monitoring during the construction (reduce the release of undesirable emissions, develop a trip reduction plan, sweep on and off site streets, and others), compliance with all Noise Ordinance provisions of nearby cities, limitation of noise construction with respect to surrounding homes, planting of trees to limit the visibility of flow equalization tanks to the neighborhood homes, and, possibly, development of a traffic plan to minimize traffic flow interference from construction activities.

**E – BUDGET CATEGORY (e): CONSTRUCTION ADMINISTRATION**

**Task 9: Construction Administration**

As a public agency, OCWD staff has requested an approval from the OCWD Board of Directors to issue a Request for Proposals for construction management services for this project. OCWD has contracted construction management services with a qualified external firm. In addition, the project design consulting firm will also provide engineering services during the construction of this project. The construction administration activities will include completion of construction tasks, compliance with regulatory and environmental regulations and on-time completion of flow equalization tanks. OCWD assures DWR that this project will be constructed on schedule and within the project budget.

**BUDGET CATEGORY (f): OTHER COSTS**

**Task 10: Other Costs**

This category of costs includes witnessed factory testing of materials used in the flow equalization tanks, surveying services, legal, and public education and outreach.

Deliverables: Inspection test report.

**BUDGET CATEGORY (g): CONSTRUCTION/IMPLEMENTATION CONTINGENCY**

**Task 11: Contingency**

As with any construction project, it is a standard practice to include some capital funds as contingencies of construction implementation. OCWD will provide the construction contingency funds. No Proposition 84 grant funding is requested for this budget category.

**PROJECT (B) SLUDGE DEWATERING, ODOR CONTROL AND PRIMARY SLUDGE THICKENING (OCSD)**

Overview: The Sludge Dewatering, Odor Control, and Primary Sludge Thickening (P1-101) Project will make necessary improvements to Orange County Sanitation District's (OCSD) Plant No. 1 that supplies secondary effluent to the Orange County Water District's GWRS, which is beneficial to the region by creating natural supplies of potable water that are dwindling due to droughts and increased water consumption. The project will create a local, reliable supply of purified recycled water that is used to prevent seawater intrusion at the

Talbert Barrier and to recharge the Orange County Groundwater Basin. The secondary treatment upgrades will also help preserve the environment by improving water quality in the near shore marine environment at a time when Southern California is confronting an increase in water pollution as a result of continuous population growth. The project will also provide better quality source water for the GWRS to produce purified recycled water that contains lower salt levels.

## **BUDGET CATEGORY (a): DIRECT PROJECT ADMINISTRATION COSTS**

### **Task 1: Administration**

OCSD staff will manage all aspects of the project and be responsible for coordination of the design, construction, and start-up testing phases. OCSD staff will provide all construction management and inspection services. When bids are received, reviewed and the construction contract is awarded, the contractor will furnish a construction resident engineer, project manager, inspector and project administration staff. OCSD construction management staff along with resident engineer will oversee and inspect the contractor's work. OCSD operations staff will coordinate the start-up and testing phase of the project as the construction nears completion.

The OCSD Project Manager will be responsible for administration of the entire project from final design through construction and start-up. The OCSD Project Manager will be the main point of contact for administration of the grant agreement, preparation of invoices, and preparation of all deliverables, reports, plans, specifications, and supporting documentation for the Project. Detailed funding reimbursement claims showing expenditures will be prepared by the OCSD Contracts Administration/Purchasing Department.

Administration of the Project, including information on budgeting, expenditures, schedule, progress reporting will comply with needs of SAWPA and the One Water One Watershed for Data Management and Monitoring Deliverables consistent with the DWR's IRWMP Standards and Guidance – Data Management Standard. Other technical information for compliance with the IRWMP Data Management Standards, such as designs, feasibility studies, planning reports, final design documents, construction documentation, operations reports, and monitoring reports, will be available as needed for project administration. Quarterly reports will be submitted with invoices as the project progresses.

Deliverables: Project administration reports, invoices, budget updates, schedule updates, progress reports, and other supporting documentation and deliverables as required.

### **Task 2: Labor Compliance Program**

OCSD strictly follows all labor compliance programs set forth in the California Labor Code.

### **Task 3: Reporting**

OCSD will submit quarterly reports and annual reports during implementation of the Project. OCSD will also submit a project monitoring plan report prior to disbursement of grant funds. At the end of the project, OCSD will submit a final report. Each of the quarterly and annual reports will show expenditures to date, remaining budget and forecasted costs, tasks completed and planned work for the next period, milestone dates achieved and planned. Backup documentation will be provided as needed.

As noted above in Task 1 "Administration", the reports will be detailed and submitted to SAWPA in accordance with the OWOW and to DWR in accordance with the IRWM Program Guidelines and Grant Agreement. Copies of final design submittals, construction contract documents, bids, and contractor pay requests, contractor payments, and overall project expenditures will be made available to support the quarterly, annual, and final reports.

Deliverables: Submission of quarterly, project monitoring report, annual and final reports as specified in the Grant Agreement.

## **BUDGET CATEGORY (c): PLANNING/ENGINEERING/ENVIRONMENTAL DOCUMENTATION**

### **Task 4: Assessment and Evaluation**

Assessment and evaluation of the project were completed during the Planning and Preliminary Design Phases of the Project between August 2003 and December 2009. The findings of these phases were that the Project is

needed in order for OCSD to meet the operational needs of processing wastewater to secondary treatment standards.

Production of approximately 38,000 afy (34 mgd) more secondary effluent at Plant No. 1 would also increase the volume of influent for the GWRS, enabling OCWD to produce approximately 31,000 afy (30 mgd) more purified recycled water for groundwater recharge and fulfilling OCSD's goal of water reclamation. As a co-sponsor of the GWRS, one of OCSD's goals is to maximize the secondary effluent discharge to OCWD to boost purified recycled water production, using this new water supply for north and central Orange County.

As part of the project assessment and evaluation tasks, OCSD and its consulting team completed a Preliminary Design Report and Long Range Biosolids Management Study. The Preliminary Design Report developed the design criteria, preliminary layouts, and refined the construction cost estimates. The Long Range Biosolids Management Study evaluated a variety of alternatives for sludge dewatering and odor control to support the upgrade to full secondary treatment and expansion of Plant No. 1. Copies of the project development documents, preliminary design report and feasibility studies are available to demonstrate completion of this Task 4 "Assessment and Evaluation."

Deliverables: Technical studies, preliminary design report, and engineering studies

#### **Task 5: Final Design**

Final Design includes the preparation of a package of biddable plans and technical specifications as well as contractor bid and award activities. OCSD has retained the services of a consultant, HDR, Inc., in order to provide engineering design services in preparing one original package of biddable plans, technical specifications and other contract documents as required for construction of the project based on the design concepts and criteria developed during the preliminary design. The Final Design were completed October 17, 2011.

A Value Engineering study was performed after the 30% (DS1) final design submittal. In addition, OCSD and the consultant conduct additional workshops including constructability reviews and meetings, and prepare bid packages and reports.

Deliverables: Completion of final project plans and specifications.

#### **Task 6: Environmental Documentation**

Environmental documentation for compliance with California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) has been completed with OCSD as the lead agency. The EIR was completed in 2005. The OCSD Board of Directors certified the EIR in May 2005 and submitted the Notice of Determination to the State Clearinghouse.

Deliverables: Approved and adopted CEQA and NEPA documentation. A copy of the EIR and Notice of Determination filed with State Clearinghouse and filed with EPA for federal funding was provided to SAWPA for review as part of project selection.

#### **Task 7: Permitting**

Permit acquisition will play an integral part in the development and completion of the project. Each permitting agency has its own procedure for reviewing and accepting applications, each taking varying lengths of time to process. The following permits will be required for the project:

- a. City of Fountain Valley (Planning, Building, and Fire)
- b. County of Orange (Encroachment)
- c. South Coast Air Quality Management District (SCAQMD)

Deliverables: Copies of all permits

**BUDGET CATEGORY (d): CONSTRUCTION/IMPLEMENTATION**

**Task 8: Construction Contracting**

Once Final Design bid documents are approved, the bid process will begin for construction of the facilities. Contractors will be retained following accepted procurement procedures. Because the project is considered a public improvement, adherence to Public Contracts Code Section 20783 is required. OCSD Policies and Procedures for solicitation and bid evaluation will be followed.

Deliverables: Summary of bid process

**Task 9: Construction**

Task Overview: The major tasks of the Project, along with a detailed description for each task are presented in Table 1  
Table 1: Project Components:

Project Component	Description
Project Element 1 – Existing Dewatering Facilities	<ul style="list-style-type: none"><li>• Modify existing dewatering systems to eliminate shortfalls prior to commissioning of proposed permanent dewatering facilities.</li></ul>

Project Component	Description
<p>Project Element 2 – Permanent Sludge Thickening and Dewatering Facilities</p>	<p>Facility will be a two-level building, with approximate dimensions of 100 feet by 130 feet, and will be designed and constructed for the proposed Thickening and Dewatering Facility.</p> <ul style="list-style-type: none"> <li>• Wet wells (primary sludge, waste activated sludge (WAS), combined sludge, thickened combined sludge, centrate)</li> <li>• Sludge conditioning systems (grinders, screens, de-gritters, etc.)</li> <li>• Centrifuge sludge feed systems (pumps, grinders, etc.)</li> <li>• Sludge thickening centrifuges</li> <li>• Thickened sludge collection and conveyance systems (hoppers, pumps, etc.)</li> <li>• Thickening centrifuge bypass systems (for sludge bypass directly to digesters)</li> <li>• Sludge dewatering centrifuges</li> <li>• Sludge cake collection and conveyance systems (hoppers, pumps, conveyors, etc.)</li> <li>• Chemical storage, dilution and feed systems.</li> <li>• Centrate collection and conveyance systems</li> <li>• Struvite and foam control systems</li> <li>• Foul air collection and conveyance systems (ducting, fans, etc.)</li> <li>• Ancillary process support systems</li> <li>• Sludge piping and major equipment (centrifuges, pumps, conveyors, etc.) cleaning systems</li> <li>• Major equipment (centrifuges, pumps, conveyors, etc.) maintenance systems</li> <li>• Fire protection systems</li> <li>• Miscellaneous mechanical systems</li> <li>• Electrical systems</li> <li>• Instrumentation &amp; control systems</li> <li>• Structures and structural support systems</li> <li>• Facility support systems (lighting, HVAC, drainage, utilities, etc.)</li> </ul>
<p>Project Element 3 – Dewatering Building M and Cake Transfer Station M</p>	<p>Decommissioning and demolition of process-associated mechanical, electrical, instrumentation, and control systems, including temporary sludge dewatering facilities constructed or installed as part of this project.</p> <p>Modifications to structures and facility support systems (lighting, HVAC, drainage, utilities, etc.) to allow alternative use of facility.</p>

Project Component	Description
Project Element 4 – Dewatering Building C and Cake Transfer Station C	Decommissioning and demolition of structural, mechanical, electrical, instrumentation, and control systems, including temporary sludge dewatering facilities constructed/installed as part of this project.
Project Element 5 – Solids Storage Facility	<p>Modifications to sludge cake pumping, conveyance, storage, and truck loading systems, including structural, mechanical, electrical, and instrumentation and control systems (as necessary to assure that systems will be capable of handling dryer sludge cake and will appropriately support operation and control of proposed dewatering systems).</p> <p>Modifications to foul air collection and conveyance systems</p> <p>Structures and structural support systems for building expansion</p> <p>MCC replacement</p>
Project Element 6 – Solids Area Scrubber Complex	<ul style="list-style-type: none"> <li>• Foul air treatment systems (scrubbers, etc)</li> <li>• Foul air conveyance systems (ducting, fans, etc)</li> <li>• Chemical storage and feed systems. Ancillary process support systems</li> <li>• Miscellaneous mechanical systems</li> <li>• Electrical systems</li> <li>• Instrumentation and control systems</li> <li>• Structures and structural support systems</li> <li>• Facilities support systems (lighting, drainage, utilities, etc.)</li> </ul>
Project Element 7 – Solids Area Scrubber Complex	Decommissioning and demolition of structural, mechanical, electrical, instrumentation, and control systems
Project Element 8	Project Element 8 has been removed from the project.
Project Element 9 – Utility Tunnels	<p>Process piping and conveyance systems (as appropriate to accommodate new and upgraded systems)</p> <p>Electrical systems (as appropriate to accommodate new and upgraded systems)</p>
Project Element 10 – Primary Clarifier Galleries	Modifications to primary sludge pumping and conveyance systems, including mechanical, electrical and controls systems, as necessary to assure that systems will appropriately support operation and control of proposed thickening systems.
Project Element 11 – return activated sludge (RAS)/waster activated sludge (WAS) Pump Stations	Modifications to waste activated sludge pumping and conveyance systems, including mechanical, electrical and controls systems, as necessary to assure that systems will appropriately support operation and control of proposed thickening systems.

Project Component	Description
Project Element 12 – Plant 1 Electrical Systems	Electrical system additions and/or modifications (as appropriate to supply power to proposed new and upgraded facilities)
Project Element 13 – Plant Water Pump Station and Distribution System	Mechanical and electrical system additions or modifications (as appropriate to accommodate new and upgraded systems)
Project Element 14 – Centrate/Dissolved Air Floatation Thickeners (DAFT) Underflow Conveyance System	Collection, storage, pumping and conveyance systems for centrate and DAFT underflow to allow discharge to any of the following points: Metering and Diversion Structure P1-76 Influent Structure P1-82 Influent Structure P1-102 Influent Structure
Project Element 15 – Yard Areas	<ul style="list-style-type: none"> <li>• Process piping and conveyance systems (as appropriate to accommodate new and upgraded systems)</li> <li>• Electrical and control systems (as appropriate to accommodate new and upgraded systems)</li> <li>• Grading, paving and drainage</li> <li>• Miscellaneous civil, piping and utilities</li> </ul>

a. Subtask 9.1 - Mobilization and Site Preparation

The Contractor's mobilization activities will include the following:

1. Complete Contract Bonds and insurance requirements.
2. Deliver equipment required to complete the project.
3. Provide temporary trailers for staff.
4. Securing and erecting storage and staging areas – both onsite at OCSD Plant No. 1 and offsite as required to complete the work.
5. Submittal and acceptance of the Plant Access Roads (Emergency and Operations) Plan.
6. Submittal and acceptance of the Construction Safety Plan.
7. Submittal and acceptance of the Odor Mitigation Plan.
8. Installing temporary construction power, wiring, and communication and lighting facilities.
9. Constructing temporary water supply connections, potable water and sanitary sewer connections.
10. Obtaining permits required but not provided by the District.
11. Submittal and acceptance of Baseline Project Schedule.

b. Subtask 9.2 - Project Construction

The Project will construct the proposed Thickening and Dewatering Centrifuge Facility, modifications to the Solids Storage and Load-out Facility, proposed Odor Control Facility, modifications to the existing Bleach Facility, modifications to the existing trickling filter sludge pump station, modifications to the existing Power Buildings 2 and 6, modifications to the existing digester control room, demolition of Belt Press Sludge Dewatering Buildings C and M, demolition of Building C and M Cake Transfer Facilities, demolition of the existing odor control system serving Buildings C and M, proposed

Tunnels 29 and 32, proposed valve vault, proposed pipe rack and screen wall, miscellaneous piping systems, yard piping, site work, grading and paving, and electrical systems.

The construction work and sequence for of the Project are shown in Table 2.

**Table 2: Work Sequence**

Sequence	Description
0	Pipelines constructed at Contractor's discretion: <ul style="list-style-type: none"> <li>• Primary Sludge Lines – Two 10" Lines 1000' feet each</li> <li>• Digested Sludge Line – Two 10" Lines 1000' feet each</li> <li>• Waste Activated Sludge Lines – Two 12" Lines 700' each</li> <li>• Surface Waste Line – 12" Line 700'</li> <li>• Portion of Centrate/Dissolved Air Floatation Thickeners Underflow Lines – 18" Line 2000'</li> </ul>
1	<ul style="list-style-type: none"> <li>• Construct Primary Scum lines – 6" Line 2000'</li> <li>• Construct remaining portion of Centrate/Dissolved Air Floatation Thickeners Underflow Line – 12" Line 1500'</li> <li>• Make connections to Primary Effluent Diversion Junction Boxes</li> <li>• Relocate existing 12 KV Line</li> <li>• Install 12 KV conduit/handholes</li> </ul>
2	<ul style="list-style-type: none"> <li>• Excavate south portion of Tunnel 29</li> <li>• Demolish interfering portion of 66-inch reinforced concrete pipe bypass line</li> <li>• Excavate area for Thickening and Dewatering Facility</li> <li>• Modify existing piles and drive new piles</li> </ul>
3	<ul style="list-style-type: none"> <li>• Construct southern portion of Tunnel 29</li> <li>• Begin construction of Thickening and Dewatering Facility</li> <li>• Relocate portion of 12-inch storm drain and 10-inch gas line</li> </ul>
4	<ul style="list-style-type: none"> <li>• Continue construction of Thickening and Dewatering Facility</li> <li>• Modifications in pairs to the Solids Storage Silos/Cake Load-out pumps, piping, structural supports</li> <li>• Odor control modifications to Solids Storage Silos</li> </ul>
5	<ul style="list-style-type: none"> <li>• Continue construction of Thickening and Dewatering Facility</li> <li>• Complete superstructure of Thickening and Dewatering Facility</li> <li>• Construct Interim Solids Load-out Facility</li> <li>• Construct new Bleach Station and demolish existing Bleach Station</li> <li>• Construct new Solids Scrubber Facility</li> </ul>
6	<ul style="list-style-type: none"> <li>• Install equipment in the Thickening and Dewatering Facility</li> <li>• Excavate northern portion of Tunnel 29</li> <li>• Demolish portion of 66-inch RCP bypass line and Primary Effluent Junction Box</li> </ul>

Sequence	Description
	<ul style="list-style-type: none"> <li>• Construct northern portion of Tunnel 29</li> <li>• Route solids through Interim Solids Load-out Facility</li> <li>• Modify existing Load-out Facility</li> <li>• Install Centrate/DAFT UF line through new Tunnel 29</li> <li>• Relocate portion of 12-inch storm drain and 10-inch gas line</li> </ul>
7	<ul style="list-style-type: none"> <li>• Continue construction of Thickening and Dewatering Facility and installation of equipment</li> <li>• Construct bridge between Thickening and Dewatering Facility and Solids Storage and Load-out Facility</li> <li>• Connect dewatered sludge piping to the modified Solids Load-out Facility</li> </ul>
8	<ul style="list-style-type: none"> <li>• Complete construction of Thickening and Dewatering Facility</li> <li>• Startup and Testing of Thickening and Dewatering Facility</li> <li>• Convert to operating new centrifuges</li> <li>• Connect odor control in Solids Storage Facility to the new Solids Scrubber Facility</li> </ul>
9	<ul style="list-style-type: none"> <li>• Demolish Belt Press Building C and all equipment</li> <li>• Demolish all equipment and piping in Belt Press Building M</li> <li>• Demolish Belt Press Building M Cake Transfer Facility</li> <li>• Demolish Existing Solids Scrubber Complex</li> <li>• Demolish Power Building No. 2 Electrical Equipment</li> </ul>

c. Subtask 9.3 – Performance Testing and Demobilization

Performance testing (commissioning) will be conducted to ensure the facility meets its technical and performance requirements and the facility can be turned over to the operator for beneficial occupancy.

The commissioning process includes the planning and implementation of the systematic inspection, testing, evaluation, starting, and putting in service of equipment and processes. Equipment and processes include mechanical, electrical, and instrumentation and control equipment, with the latter being key items in the startup process. Equipment is commissioned in phases with individual components being inspected, tested, evaluated and started, followed by the testing and starting of groups of equipment until the entire process is demonstrated to operate together properly as an entire system.

Commissioning starts during the design phase, beginning with the planning efforts of the Commissioning Team. At this point, the Commissioning Team includes the OCSD project team and the Design Consultant. When construction begins, the Contractor is added to the team and planning continues, including preparation by the Contractor of detailed testing and startup protocols and checklists for review and approval by OCSD. This phase is called Pre-commissioning, and a pre-commissioning checklist must be completed by the Contractor before he may begin commissioning.

Commissioning activities include Operational Readiness Tests, Functional Acceptance Test, and Reliability Acceptance Test. Table 3 provides a list of general pre commissioning and commissioning activities and their sequence.

**Table 3 Commissioning Activities**

PRE-COMMISSIONING (Construction)	COMMISSIONING	
	PHASE 1	PHASE 2
Equipment Submittal Process Complete	Redline As-Built Drawings received 15 days prior to Operator Training	Reliability Acceptance Test (RAT)
RFIs and Responses up to Date		All Manufacturer Certificates of Proper Operation
All Factory Demonstration Test (FDT) Reports		Commissioning – Phase 2 Report
All Electrical Equipment Tests	Operator Training received 30 days prior to Phase 2	<b>Substantial Completion</b>
All Process and Instrumentation Equipment Tests		Final Operations & Maintenance Manuals
All Mechanical Equipment Tests	Operational Readiness Test - Part 3 (ORT-3)	Final Punch List
EID Data		
SAT Data	Functional Acceptance Test (FAT)	Final As-Built Drawings
Loop Drawings	Commissioning – Phase 1 Report	<b>Final Completion</b>
P&ID Drawings	<b>Operational Acceptance</b>	<b>Obtain District Approval to Proceed to RAT</b>
CONTRACTOR Lock-out Tag-out Procedures		
All Manufacturer Certificates of Proper Installation		
All Pressure Test Reports		
All Loop Test Reports		
All Conductivity and Megger Test Reports		
All Instrument Calibration Reports		
All Electrical Breaker Setting Reports All NETA Test Reports		
All Mechanical Alignment Reports		
Any and All Operating Permits		
Operator & Maintenance Training Plan		
Commissioning Plan (approved prior to 50 percent Progress Payment		
Draft O&M Manuals (received <b>120</b> days prior to Phase 1)		
Factory Demonstration Test - Part 1		
Factory Demonstration Test - Part 2		
Electrical Power System Energization Test – EPSET		
Operational Readiness Test - Part 1 (ORT-1)		
Operational Readiness Test - Part 2 (ORT-2)		
Pre-commissioning Report		

**Obtain District Approval to Proceed to Commissioning**

Deliverables: Copies of Commissioning Reports.

**BUDGET CATEGORY (e): ENVIRONMENTAL COMPLIANCE/MITIGATION/ ENHANCEMENT**

**Task 10: Environmental Compliance/Mitigation/Enhancement**

Environmental documentation for compliance with California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) has been completed with OCSD as the lead agency. The EIR was completed in 2005. The OCSD Board of Directors certified the EIR in May 2005 and submitted the Notice of Determination to the State Clearinghouse.

No additional environmental documentation is foreseen for the construction of the project and no budget category has been established for this work. Should any compliance issue arise, it will be addressed via an addendum to the established and approved documents and is not expected to have a significant cost and can be covered through the project management tasks.

Deliverables: Environmental Mitigation and Monitoring Plan.

**BUDGET CATEGORY (f): CONSTRUCTION ADMINISTRATION**

**Task 11: Construction Administration**

OCSD staff will manage this project, provide field inspections during construction and perform quality assurance and quality control. Construction and installation support services will be provided by a consultant through the OCSD's official procurement process. OCSD will negotiate for these services with the consultant during the design phase based on the rates negotiated for Phase 3 – Final Design.

OCSD's construction management will ensure the project is completed on schedule, within budget, and in accordance with plans, specifications, and requirements of local, state, and federal regulations. The Program Construction Management (CM) staff has overall responsibility for administering all construction activities, particularly construction quality on behalf of the OCSD. The CM Resident Engineer (RE) reports to the Project Manager (PM) for all communications concerning cost, schedule, quality, and safety.

**BUDGET CATEGORY (g): LEGAL COSTS**

**Task 12: Legal Costs**

Legal Costs include fees paid to OCSD Legal Council for review of documents and claims. These costs could also include legal representation upon a dispute.

**BUDGET CATEGORY (h): CONSTRUCTION/IMPLEMENTATION CONTINGENCY**

**Task 13: Contingency**

Contingency represents a portion of the project budget set aside for unanticipated events including change orders during construction. The contingency budget is continuously monitored and adjusted by the Project Manager throughout the life of the project and is expected to be lowered to zero at the end of the project.

**PROJECT (c) EAST GARDEN GROVE WINTERBURG CHANNEL URBAN RUNOFF DIVERSION (C.HUNTINGTON BEACH)**

Overview: The East Garden Grove Wintersburg Channel (EGGWC) Urban Runoff Diversion and Treatment Project will divert up to 3 million gallons per day of dry weather urban runoff from the regional flood control channel draining a watershed area of over 22 square miles into an approximate 15-acre area in Huntington Beach Central Park for enhanced natural treatment utilizing specialized wetland treatment trains and a reconstructed manmade lake system designed for polished treatment. The project will provide multiple benefits to the region that include (1) reclamation of an unused non-potable water supply that had previously been

considered polluted waste, (2) protection of the beneficial uses of our coastal waters, (3) enhancement of habitat value, (4) groundwater recharge, (5) seawater barrier enhancements, and (6) public recreation benefits. Following treatment, the treated urban runoff will be used as a reclaimed non-potable water source to irrigate Central Park and recharge the groundwater aquifer in the project vicinity while reducing stress on existing water supplies.

#### **BUDGET CATEGORY (a): DIRECT PROJECT ADMINISTRATION COSTS**

##### **Task 1: Administration**

Work effort will be performed by city staff for this project. The specific tasks would include performing the administrative tasks associated with the management of the project and funding requirements.

##### **Task 2: Labor Compliance Program**

Work effort will be performed by an outside consultant hired specifically for this project. The specific tasks would include developing and tracking project performance related to the "Labor Compliance Program."

##### **Task 3: Reporting**

The City of Huntington Beach will perform the reporting activities for this project including generating and compiling the reporting as required by the grant funding. These reports can include but are not limited to the (1) quarterly, (2) annual, (3) project monitoring, and (4) final reports.

Deliverables: Project monitoring report

#### **BUDGET CATEGORY (c): PLANNING/ENGINEERING/ENVIRONMENTAL DOCUMENTATION**

##### **Task 4: Assessment and Evaluation**

Task Completed – (1) Feasibility Study and Alternatives Analysis, (2) Field Investigations and Surveys, (3) Monitoring, (4) Preliminary Engineering Design Studies and Analysis

Deliverables: Mitigated Negative Declaration and Certification Letter. Final Plans and Specifications.

##### **Task 5: Final Design**

Task Completed – (1) 95 percent Construction Drawings/Improvement Plans, (2) Final Engineering Analysis/Design Report and Analysis, (3) Specifications, (4) Engineer's Quantity and Cost Estimate. Final engineering design and approximately 80 percent construction plans have been completed for the Talbert Lake Diversion Project. The latest set of plans and specifications for the diversion structure, pump station, and delivery pipeline were prepared by PACE and dated February 2009.

The remaining items to be made final on the plans include details and specifications dependent upon product availability and final equipment selection. The discharge point at Central Park may require some design modification depending upon budget availability and the scope of this phase of the overall project.

Deliverables: Final plans and Specifications.

##### **Task 6: Environmental Documentation**

Task Completed – Approved – *Talbert Lake Diversion Project Initial Study and Mitigated Negative Declaration* (Bonterra, June 2008). Earlier analyses were used pursuant to tiering from a program EIR in which one or more effects were adequately analyzed in the program EIR. Earlier documents prepared and utilized by BonTerra Consulting in their extensive Initial Study and Mitigated Negative Declaration of the project in June 2008 contained reference to Local Significance Threshold Worksheets (2008); "Biological Resources Report: Talbert Lake Diversion Project (2007a)"; "Jurisdictional Delineation Report: Talbert Lake Diversion Project (2007b)"; "Phase I Historic Properties Identification Survey, Talbert Lake Restoration Project, City of Huntington Beach, Orange County, California (2007c)"; and "Results of Focused Surveys for the Southwestern Willow Flycatcher and Least Bell's Vireo on the Talbert Lake Diversion Project Site, City of Huntington Beach, Orange County, California (2007d)". A complete environmental evaluation of the entire project including the diversion structure, water delivery system, Central Park distribution system, wetland treatment system and the improved Talbert

Lake was completed and documented in the Talbert Lake Diversion Project Mitigated Negative Declaration prepared by BonTerra Consulting dated June 2008. The City of Huntington Beach notified all responsible and interested agencies and interest groups, organizations, and individuals that a Draft Mitigated Negative Declaration (MND) was prepared for the proposed project. On numerous other occasions the City solicited input from interested parties. After public participation and review of the project, the responses to all comments were compiled in the document titled "Response to Comments for the Talbert Lake Diversion Project Initial Study/Mitigated Negative Declaration" prepared by BonTerra Consulting dated September 2008.

Deliverables: Mitigated Negative Declaration and Certification Letter.

#### **Task 7: Permitting**

Task Completed - The environmental regulatory permitting process for the project is complete and the following permits have already been obtained and submitted to DWR:

- a. State of California Department of Fish and Game (CDFG), Section 1602 Streambed Alteration Agreement
- b. California Regional Water Quality Control Board (RWQCB), Santa Ana Region, Section 401 Certification
- c. U.S. Army Corps of Engineers, Section 404 Permit

Deliverables: Permits received from the State of California Department of Fish and Game, Section 1602 Streambed Alteration Agreement; California Regional Water Quality Control Board, Section 401 Certification; U.S. Army Corps of Engineers, Section 404 Permit; and additional permits which will be obtained and submitted to DWR for the project include the following:

- a. Orange County Public Works permit for the channel diversion and maintenance agreement between the City of Huntington Beach and Orange County Flood Control Department
- b. NPDES Permit for storm water discharges associated with construction activities

#### **BUDGET CATEGORY (d): CONSTRUCTION/IMPLEMENTATION**

##### **Task 8: Construction Contracting**

Contracts for City public works projects are advertised in local newspapers and in related construction trade journals and newsletters. Contracts are awarded to the lowest responsive and responsible bidder as required by the Public Contract Code.

Deliverables: Summary of bid process

##### **Task 9: Construction**

- a. Subtask 9.1 - Mobilization and Site Preparation

The main construction staging and mobilization for the project will be located in Murdy Park, just north of the EGGW Channel. Site preparation will consist of diversion, control, and removal of water during construction within the channel. Work outside the channel but within Orange County Flood Control right of way will require minimal site preparation. The work within the Gothard St. right of way will require traffic control measures including designation of the work areas and detours for motorists, pedestrians, and bicyclists.

- b. Subtask 9.2 - Project Construction

Construction in the East Garden Grove Wintersburg Channel (EGGWC) will include the diversion structure within the main channel, and the forebay and pump station outside of the main channel but within the flood control right of way. Construction of the diversion system will require diversion of any dry weather flows in the channel. The construction within the channel may take up to 8 months to complete. This construction will include the installation of an inflatable dam, drop inlets or side

inlets from the channel invert to the forebay, pumps and piping from the inlets to the forebay. Construction of the forebay and pump station outside of the main channel will last 8 to 12 months. This work will include excavation and shoring below the existing access road, installation of the forebay and pump station. Construction of the force main pipeline connecting the pump station to the existing storm drain system near the intersection of Gothard Street and Warner Avenue will occur within Orange County Flood Control right of way along the channel and within City of Huntington Beach right of way along Gothard Street. The expected duration of this work will be 4 to 5 weeks.

c. Subtask 9.3 - Performance Testing and Demobilization

Performance testing of materials, equipment, and facilities will be conducted according to the requirements listed in the plans and specifications, and special provisions provided to the contractor prior to commencement of construction. Shop drawings and testing will be submitted by the Contractor to the project manager at the City of Huntington Beach for approval prior to installation of the material, product, equipment or certification of the facility. As soon as project construction has been completed and approved to the satisfaction of the project inspectors demobilization will begin and include restoration of permanent and temporary work areas, staging and storage areas to a condition cleaner than before construction began and to the satisfaction of the project inspector.

**BUDGET CATEGORY (e): ENVIRONMENTAL COMPLIANCE/MITIGATION/ ENHANCEMENT**

**Task 10: Environmental Compliance/Mitigation/Enhancement**

The Talbert Lake Diversion project has received regulatory authorization from the: U.S. Army Corps of Engineers (Nationwide Permits: "NWP 07 - Outfall Structures and Associated Intake Structures", "NWP 27 - Aquatic Restoration", "NWP 43 - Stormwater Management Facilities, and Enhancement Activities", and, "NWP 33 - Temporary Construction, Access and Dewatering") pursuant to Clean Water Act (CWA) §404(b)(1); Regional Water Quality Control Board Santa Ana Region (Water Quality Certification), pursuant to CWA §401; and California Department of Fish and Game (Streambed Alteration Agreement) pursuant to California Fish and Game Code §1602-03. There are a number of environmental compliance and regulatory permitting tasks that need to be completed during final design, during project construction, and post-construction associated with final mitigation requirements and resource agency permitting for long term project operation and maintenance activities. Measures that must be completed prior to the initiation of project construction include:

a. Subtask 10.1 - Develop Habitat Mitigation and Monitoring Plan (HMMP):

A Habitat Mitigation and Monitoring Plan (HMMP) is required by the permitting agencies prior to the initiation of project construction. This HMMP will provide details on the plant palette and project landscaping to ensure that project design and performance is consistent with mitigation commitments and permit conditions.

b. Subtask 10.2 - Coordinate Plant/Seed Propagation and Collection:

Prior to the construction of the wetland treatment trains within Central Park as part of the Phase II of the project, the City will coordinate the collection of seed materials of local origin by a qualified seed collection company. The seed materials will be used for the propagation of container plants at a local nursery and for the creation of seed mixes to be applied within the mitigation site.

c. Subtask 10.3 - Plans and Specs Coordination re: landscaping:

Prior to the construction of the wetland treatment trains within Central Park as part of Phase II of the project, the City will coordinate with the project landscape architect during the development of riparian habitat restoration and enhancement construction documents. Review the landscape and irrigation plans and specifications for compliance with the approved HMMP, resource agency permits, and other project requirements.

d. Subtask 10.4 - Installation Monitoring:

Upon completion of Phase II of the project, the City will perform on an annual basis to facilitate compliance with the approved HMMP, and with project documents, conditions, and permits, the restoration/enhancement site installation monitoring and coordination

e. Subtask 10.5 – Pre-Construction Bio Surveys for Nesting Birds:

If construction commences during the migratory bird nesting season (March 1 to August 31), a preconstruction survey for nesting birds will need to be conducted by a qualified biologist within 72 hours prior to the onset of construction activities. This would include nesting birds, raptors, and special status species such as the least Bell's vireo. Tasks that must be completed following construction prior to the termination date for the CDFG Streambed Alteration Agreement:

- 1) Regulatory Permitting for CDFG Long-Term 1605 Streambed or Lakebed Alteration
- 2) Agreement or Long-Term Operation and Maintenance:
- 3) CDFG Section 1605 Long-Term Maintenance Agreement application for Lake and Streambed Alteration (LSAA) will need to be prepared and submitted to the CDFG following completion of the project construction to provide regulatory authorization for the long-term operation and maintenance of the project.

f. Subtask 10.6 – Post-Construction Monitoring (5 years):

Upon completion of Phase II of the project, the City will contract for the Qualitative monitoring visits to the on-site habitat restoration/enhancement area on a monthly basis during the first year following planting (12 visits), and on a quarterly basis for the remaining four years of the five year program (16 visits). Brief progress reports will be provided to the project team following each qualitative monitoring visit. In addition to these qualitative visits, annual qualitative surveys will be performed for up to five years after installation completion. Annual quantitative surveys will consist of both quantitative and qualitative evaluations of existing buffering effects, hydrology, physical structure, and biotic structure (vegetation and wildlife).

The annual mitigation monitoring report documents the annual survey results. Annual surveys would consist of the qualitative and quantitative assessment of buffer conditions, hydrology, physical structure, and biotic structure as well as overall vegetation coverage using the California Rapid Assessment Method and transect surveys. Annual surveys and/or annual monitoring tasks would be performed once a year for five years or until the resource agency receives a final sign off of the mitigation program.

Deliverables: Annual mitigation monitoring report

**BUDGET CATEGORY (f): CONSTRUCTION ADMINISTRATION**

**Task 11: Construction Administration**

Work effort will be performed by an outside consultant hired specifically for this project. The specific tasks would include performing the administrative reporting and monitoring associated with the Project Management during the construction phase of the project.

**BUDGET CATEGORY (h): CONSTRUCTION/IMPLEMENTATION CONTINGENCY**

**Task 12: Contingency**

Any unforeseen work not in the original scope of work such as: differing site conditions; added work by the agency; and/or variation in estimated quantities.

**PROJECT (D) ROMOLAND LINE A FLOOD SYSTEM (C.MENIFEE)**

Overview: The Project for which the Integrated Regional Water Management Grant is to be utilized consists of Phase 1 of the four-phase Homeland/Romoland Master Drainage Plan ("MDP"). The Project includes two detention basins and approximately 11,800 lineal feet of open channel and storm drains that runs westerly from Juniper Flats to Briggs Basin. The purpose of the Project, as well as the entire MDP, is to collect storm water and control runoff while removing debris, silt and other contaminants and providing a comprehensive solution for non-point source pollution generated from a 6.5 square mile drainage basin. The Project will span portions of

the City of Menifee (the "City") and unincorporated Riverside County, an area generally identified as the Homeland/ Romoland area, and lies within a 100 year flood zone. The area to be impacted by the Project consists of 6.5 square miles within the 13.7 square mile MDP and is situated within the 650 square mile San Jacinto River Basin, which drains into Canyon Lake and Lake Elsinore.

## **BUDGET CATEGORY (a): DIRECT PROJECT ADMINISTRATION**

### **Task 1: Administration**

The Juniper Flats Detention Basin is being excavated by private contract, administered by local developers. The final design was completed in 2007 and approved by Riverside County Transportation and the Riverside County Flood Control and Water Quality District (RCFC&WQD). Currently the basin is 35% excavated. Material is being removed continually by developers who pay for this privilege. The funds will be used to offset the final removal and disposal costs.

The Briggs Road Detention Basin has been excavated to 30%. The material was used for the construction of the adjacent Briggs High School. No current contract exists to remove material from this basin. Bid documents and contracts will be prepared to complete both basins as designed, consistent with those used in public works contracts. The City of Menifee will make "Delta Revisions" to modify the drawings for both basins to include modifying the hydroseed mix to align with that needed to consume the pollutants of concern including nitrogen, phosphorus and salts. We will also convert all maintenance roads from aggregate base to soil cement to allow for pedestrian access. The drawings for the open channel sections will be modified to show the change of the maintenance roads to soil cement. The fencing will be modified to allow public access to the road. Vehicle gates and barriers will remain to restrict vehicle traffic. Special signs will be placed advising the locations where the access roads exceed the allowable slope in the ADA regulations. The project will be advertised and awarded, with the lowest responsible bidder providing all required insurance, bonds and certifications. The City of Menifee will publish notice inviting bids, conduct pre bid meetings, answer questions during the bid process, verify bids for completeness and competency, provide bid analysis, and conduct bid opening.

The earthen channel and storm drain pipe connecting the two basins will be a standard public works project administered by the City of Menifee. The City will supervise all of the tasks associated with the project in addition to measurement and payment, and change order management.

Deliverables: Summary of bid process, Preparation of invoices and other deliverables as required.

### **Task 2: Labor Compliance Program**

The City of Menifee will use a contractor with a Department of Industrial Relations-certified Labor Program for Labor Compliance on this project.

Deliverable: Submission of Labor Compliance Program

### **Task 3: Reporting**

The City of Menifee will provide all internal progress reports including budget status, percent complete updates and change order status. The City will also provide summary status reports for submittal to DWR and other appropriate agencies at intervals spelled out in the Grant Agreement.

Deliverables: Submission of project monitoring plan, quarterly, annual and final reports as specified in the Grant Agreement.

## **BUDGET CATEGORY (b): LAND PURCHASE/EASEMENT**

### **Task 4: Land Purchase/Easement**

This project was designed and approved for construction in 2007. It was bid, but the low bid was not accepted and no construction was approved. Prior to bidding all the project right-of-way was obtained along with slope easements. Those documents are in storage and will be provided with the first billing to SAWPA/DWR.

Deliverables: Submission of Right-of-Way documents and slope easements.

**BUDGET CATEGORY (c): PLANNING/ENGINEERING/ENVIRONMENTAL DOCUMENTATION**

**Task 5: Assessment and Evaluation**

The final design is complete as well as the CEQA documents.

Deliverables: Hydrology Study, Final EIR, Master Plan of Drainage.

**Task 6: Final Design**

6.1 Final Hydrology/Hydraulics

6.2 Rough Grading

6.3 Structural Plans

6.4 Storm Drain Plans

6.5 Channel Improvement Plans

6.6 Traffic Control Plans - Traffic control plans will be specified and provided by the construction contractor.

6.7 Composite Utility Plans - Composite utility plans will not be provided as most of the work is outside public streets and the utilities.

6.8 Coordinate Control Plans - A coordinate survey control plan will be provided

Deliverables: Completion of project plans and specifications are at the 100 percent and final level. The plans will be revised to provide for public access and to change the surface treatment of access paths and roads. This will be accomplished with "Delta Revisions". The revised plans will be submitted prior to construction. A Coordinate Control Plan will be provided.

**Task 7: Environmental Documentation**

The Final Environmental Impact Report dated November 2005 is complete and has State Clearinghouse Number 2003111131. The Lead Agency was Riverside County Flood Control and Water Conservation District.

Deliverable: Approved and adopted Final EIR was submitted to DWR in November 2011.

**Task 8: Permitting**

Permitting will include grading permits, Corps of Engineers 404 Permit, Fish and Game 1602 Permit, Construction General Permit, traffic control plans and encroachment permits.

Deliverable: Copies of all grading permits, Corps of Engineers 404 Permit, Fish and Game 1602 Permit, Construction General Permit, traffic control plans and encroachment permits.

**BUDGET CATEGORY (d): CONSTRUCTION/IMPLEMENTATION**

**Task 9 Implementation**

a. Subtask 9a.1 – Juniper Flat Basin

Developer has contracted for the removal of material from the basin. It is currently (October 2011) 35% complete. Supplemental topography will be provided to determine the grading necessary to complete the final basin configuration. There will be ongoing removal of material to the completion and/or termination of the developer's contract and release of a separate contract to remove material to speed completion of the project. The separate contract will be in the same form as that discussed for Briggs Road Basin in Subtask 9a.2 below.

b. Subtask 9a.2 – Briggs Road Basin

This basin is 30% complete. City prepares contract documents including contract specifications, special provisions, contract, bid forms, subcontractor lists, DBE/WBE compliance, prevailing wage requirements, bond and insurance requirements, etc. Conduct pre-bid meeting. Prepare and publish notice inviting bids. Conduct bid opening and selection of apparent lowest responsible

bidder. Prepare bid analysis and award of contract. Conduct pre-construction meeting. Issue notice to proceed.

## **Task 10 Construction Contracting**

### **a. Subtask 10.1 - Basins**

10.1.1 Mobilization and Site Preparation – Contractor move in, set up field office, clear and grub, dust control, dewatering, security fencing and utility relocation.

10.1.2 Rough Grading – excavate, haul export to landfill and/or construction site determined by bidder, rough grade access roads and temporary haul roads. The Juniper Flat Basin has a total of 200 acre feet of storage, with approximately 130 acre feet left to be removed (210,000 cubic yards.) The Briggs Road Basin has a total of 600 acre feet of storage with approximately 420 acre feet left to be removed (678,000 cubic yards.) The basin bottoms will be plowed natural grade. The soil embankments will have 3:1 slopes and will be hydro-seeded and planted with bushes and trees. Juniper Flat Basin will have approximately 6,300' of trails, 20' wide. Briggs Road Basin will have approximately 4,700' of trails, 20' wide.

10.1.3 Structures – construct concrete inlet and outlet structures. The Juniper Flat Basin has an outlet structure consisting of a 4' wide box structure at the top of the structure widening to 8' near the bottom. The outlet discharges into a 72" diameter reinforced concrete pipe (RCP). The Briggs Road Detention Basin has an inlet 7.0' high by double 10' wide concrete box sections which passes through the detention basin and discharges into a riprap portion of the floor of the detention basin. The outlet to this basin is the unfunded Segment 2 and 3 of Line A. This basin is designed to contain a 100 year frequency storm runoff. Since Segments 2 and 3 will not be built at this time, the design team will develop a system of temporary pumps to pump out the water detained in the basin after major storms. This system will be developed during the design period shown on the project schedule.

10.1.4 Erosion Control – construct all temporary and permanent erosion control measures in accordance with plans and specs.

10.1.5 Water Quality Best Management Practices – install all filters, bio-swales and other BMP's called out in the plans and specifications. These features will be modified from the plans to be consistent with the Santa Ana Regional Water Quality Control Board's Order No. R8-2101-0033, effective on January 29, 2010.

10.1.6 Provide planting plan for water quality control plantings. The planting plans have not been completed. This is an addition to the current plans. The current plans only show hydro-seeding along the slopes within each Basin. The future planting plans will include a new hydro-seed mix along with shrubs and trees that will consume nutrients in the water and that can resist submergence. The landscape plans will include benches, trash cans, signs, trail maps and project information.

10.1.7 Paving – construct roadway base and paving structural sections in all paved areas in accordance with the plans and specs. The paving will include 11,000 linear feet of 20' wide roadways that will be constructed of soil cement so that the roadway can be used by maintenance vehicles, hikers and bicyclist.

Deliverables: Submission of revised contract documents for both basins, monthly inspection reports, testing reports, progress photographs.

### **b. Subtask 10.2 – Project Construction / Connecting Pipeline**

The project includes 10,806 feet of connecting box culvert, reinforced concrete pipe ranging from 24" to 96" and concrete open channel. There are 6 junction structures and 16 manholes. The plans are complete and the project has been fully permitted. The utility information will be updated prior to construction.

Deliverables: A PDF file of the drawings and other contract documents will be sent to DWR and SAWPA.

### **c. Subtask 10.3 – Performance Testing and Demobilization**

The construction contract documents will include requirements for shop drawings, concrete mix designs, quality control testing of concrete, soil compaction testing and pavement soil testing.

Deliverables: The construction contract documents will be received and filed during the project and the total documents will be bound and submitted to DWR at the completion of the project.

#### **BUDGET CATEGORY (e): ENVIRONMENTAL COMPLIANCE/MITIGATION/ ENHANCEMENT**

##### **Task 11: Environmental Compliance/Mitigation/Enhancement**

The EIR requires monitoring of construction to insure compliance with the construction conditions included in the document. An archeological consultant will be engaged to provide periodic monitoring and will provide written reports of the process and results. An environmental consultant will be engaged to monitor project impacts on endangered species and protection and restoration of habitat.

Deliverable: Reports of this monitoring will be provided with the ongoing project documentation. The reports will be consolidated in a final report of environmental monitoring of the construction of this work.

#### **BUDGET CATEGORY (f): CONSTRUCTION ADMINISTRATION**

##### **Task 12: Construction Administration**

Construction Administration will be by the City of Menifee. Construction inspection will be by the Riverside County Flood Control and Water Quality District for all flood control features. The City of Menifee will arrange for hydro-seeding inspection, inspection of joint use access roads and all other inspections. The City of Menifee will supervise the overall construction administration effort, schedule, documentation, inspection reports, testing reports, certifications and schedule compliance.

Deliverables: A copy of the City of Menifee's Construction Administration files will be delivered to DWR upon final completion of the project.

#### **BUDGET CATEGORY (g): OTHER COSTS**

##### **Task 13: Other Costs**

Other costs are a category for unseen events that need to be handled during construction. It could include such things as an additional sign or a kiosk.

#### **BUDGET CATEGORY (h): CONSTRUCTION/IMPLEMENTATION CONTINGENCY**

##### **Task 14: Contingency**

The Contingency category is for unforeseen items such as utility conflicts, adverse soils, or recovery from accidents.

#### **PROJECT (E) SANTA ANA WATERSHED VIREO MONITORING (SAWA)**

Overview: This project provides data needed for the permitting and continued operations of facilities located within riparian corridors within the Santa Ana River Watershed. Throughout the watershed, especially upstream of Prado, the flood control system is soft-bottom and vegetated. This area provides open space and habitat for a number of threatened and endangered species. Any construction and maintenance activity requires specific data to avoid or minimize the impact to these species. In order to operate these facilities in an integrated fashion, where flood protection, water supply and species restoration are all possible, quality data must be available. The flood and water agencies regularly collect data on water volume and quality, but there is no party responsible for collecting data at a granularity that is useful for management.

This project will allow the continued removal of invasive *Arundo donax*, a water-hungry invasive plant that has been removed from much of the watershed above the I-15 Freeway. As a result of this project surface flows have been enhanced, flood risk from debris dams reduced and recovery of endangered species, especially

the endangered least Bell's vireo, will continue. Projects in this proposal requiring data from this programmatic effort include the Romoland Line A Flood System, the Mill Creek Wetlands, the Cactus Basin, and the Inland Empire Brine Line Rehabilitation and Enhancement. These projects all require permits from resource agencies charged with managing habitat and species. And as these projects, in many cases provide specific habitat benefits, this project provides independent performance benchmarks that are readily accepted by the US Fish and Wildlife Service and the California Department of Fish and Game.

The goal of the Santa Ana Watershed Vireo Monitoring and Breeding Bird Survey project is to continue to add to SAWA's extensive knowledge base, supports habitat restoration and infrastructure projects in riparian corridors. The data presented are public information to assist with planning for development projects, mitigation, habitat restoration, recreational development, public works projects and commercial and residential development. The Santa Ana Watershed Vireo Monitoring and Breeding Bird Survey Project adds value to any public works or other construction project that takes place in riparian or wetland areas of the watershed by providing comprehensive data on the locations of endangered birds and sensitive habitat where construction impacts may take place. SAWA biologists can also monitor construction activities and make recommendations regarding work methods to remediate negative effects on wildlife if there is presence of raptors, endangered birds or other focal species.

#### **BUDGET CATEGORY (a): DIRECT PROJECT ADMINISTRATION COSTS**

##### **Task 1: Administration**

The SAWA Executive Director and Lead Biologist will be responsible for project oversight, implementation and management. The SAWA team will track hours and equipment used in implementation of the project in order to create invoices related to the project. SAWA's oversight will also include procuring necessary permits and access agreements, project managing and reporting requirements.

Deliverables: Preparation of invoices and financial reports

##### **Task 2: Reporting**

The SAWA Executive Director, Lead Biologist and field biologists will collaborate to compile all of the reports related to the project. Resources from our partnering agencies will be used to create mapping support and provide additional information required for the reports. This will be accomplished through existing agreements among our member districts.

Deliverables: Submission of all quarterly, project monitoring plan, annual and final reports as specified in the grant agreement.

#### **BUDGET CATEGORY (c): PLANNING/ENGINEERING/ENVIRONMENTAL DOCUMENTATION**

Not Applicable

##### **Task 3: Environmental Documentation**

This project is covered under California Department of Fish and Game Long Term Routine Maintenance Lake and Streambed Alteration Agreement No 1600-2010-004-R6. This agreement was submitted to DWR in November 2011 and includes an NOE.

#### **BUDGET CATEGORY (d): CONSTRUCTION/IMPLEMENTATION**

##### **Task 4 Vireo Monitoring**

Riparian habitat throughout the Santa Ana Watershed will be surveyed for the endangered Least Bell's Vireo. SAWA conducts active nest management consisting of multiple visits to sites of highest riparian habitat value in the watershed, including San Timoteo Canyon, Mockingbird Canyon, Santa Ana River at Norco, Hidden Valley, Temescal, and the Santa Ana Canyon below Prado Dam. These are also areas of the most intense invasive removal operations. Nest management is also done at sites such as the San Jacinto Basin, Sycamore Canyon and Chino Hills' Butterfield Ranch, which may not have large subpopulations but require nest management due to a history of cowbird parasitism. Less intense monitoring consisting of three visits per season are made to several smaller riparian patches to detect the presence of vireos. SAWA's Vireo Monitoring Program will strive to

detect all vireo territories in the watershed. Seven full-time biologists and 2 half-time SAWA biologists will document vireo locations with GPS at more than 50 sites. At times, SAWA biologists will be assisted by field assistants and staffs of cooperating agencies under our existing agreement as members of the association. Major monitored sites include the Santa Ana River at Norco, Riverside, and the Santa Ana Canyon, the San Jacinto River, Mockingbird Canyon, Santiago Canyon at Irvine Regional Park.

SAWA biologists will determine breeding status and monitor nests at each site. SAWA biologists will document nest contents, e.g., numbers of eggs and nestlings, and cowbird eggs are removed. Biologists will monitor nests once a week until fledging occurs. SAWA biologists will report data that include number of territories, number of pairs, number of breeding pairs, number of observed fledglings, number of nests, number of eggs, number of nests tracked, nesting success, reasons for nest failure as percentage of nests failed due to reproductive failure, parasitism, or depredation, cowbird parasitism rate, reproductive success, projected recruitment of young, clutch size, number of cowbird eggs and cowbird nestlings in nests, number of manipulated nests (nests from which cowbird eggs were removed), number of vireo young fledged from manipulated nests, number of repaired nests and number of vireos fledged from repaired nests. SAWA biologists will document nesting substrate by plant species. SAWA biologists are in the field daily from March through July annually surveying and doing nest management. Work is done and reported annually for the last 10 years under U.S. Fish & Wildlife (USFWS) permit TE-839480 and California Department of Fish and Game (CDFG) MOU dated 1 April 2008, which expires 31 October 2012.

### **Task 5 Cowbird Management**

Brown-headed cowbirds cause nest failure in Least Bell's Vireo populations, as well as in at least 250 other species. Year-round trapping of cowbirds will be done to control the damage they can perpetrate particularly in riparian habitat. SAWA biologists will deploy about 50 cowbird traps every spring throughout the watershed to trap cowbirds before the females lay their eggs in the nests of native birds, such as the vireo. Winter trapping will occur at cowbird wintering sites such as dairies. SAWA biologists contact private property owners living in or near sensitive habitat and receive permission to place a trap on their properties. This community involvement has been a key to SAWA's success with the cowbird management program. Traps are modified Australian crow traps and are deployed at the San Jacinto and Santa Ana Rivers, Mockingbird Canyon, Temescal, and the Santa Ana Canyon. SAWA's protocol for trap management follows the regulations set by the USFWS and the CDFG. Traps are baited with live birds because the Brown-headed cowbirds is a gregarious species attracted by conspecifics. SAWA biologists or assistants service traps once a day, seven days a week, to remove non-target birds (native birds that may enter the trap, usually for seed), and to make sure the bait birds have food and water. SAWA biologists also will provide bathing water for the birds to preserve their drinking water. SAWA biologists and assistants will keep daily records on each trap. Documentation includes number of birds in trap upon arrival, number of birds removed from trap, number of cowbirds left in trap, number and species of non-target birds removed from trap and any mortality. Reported statistics are site, trap name and GPS location, and, per trap, number of trap days, number of total cowbirds removed, number of males, females, and juveniles removed, number of adults removed per trap day, total number of cowbirds removed per trap day and mortality rate for the season. SAWA biologists also report number of non-targets captured and released by number and species, and mortality by species for the season. Protocol requires a non-target mortality rate of 1% or less. Annual reporting of these statistics is made to USFWS and CDFG in the annual report of the Vireo Monitoring Program with GIS maps of trap locations. As of 2009, SAWA has removed 45,000 cowbirds from the watershed since 2000.

Deliverables: All of the aforementioned surveys will be conducted and the mentioned reports will be added to those required in the grant.

### **PROJECT (F) MILL CREEK WETLANDS (C. ONTARIO)**

The Mill Creek Wetlands, also referred to as the Cucamonga Creek Watershed Regional Water Quality Project, sponsored by the City of Ontario, focuses on: improving water quality, preserving and enhancing the environment, improving regional integration & coordination, providing recreational opportunities, maintaining quality of life, and providing economically effective water solutions. The Cucamonga Creek Watershed Regional Water Quality Project is a regional natural treatment facility proposed to be located on property

adjacent to Cucamonga Channel at its terminus and transition to Mill Creek. The Project is designed to divert both wet weather and dry weather flows in Cucamonga Creek into a series of natural water quality treatment ponds.

**BUDGET CATEGORY (a): DIRECT PROJECT ADMINISTRATION COSTS**

**Task 1: Administration**

Project Administration – Progress, budget, and schedule tracking, evaluation, and management.  
Project Communications and Public Relations Program – Agency, stakeholder, and community/ business outreach, project communications tools, emergency contact list and procedures, project roles and responsibility matrix.  
Grant Administration Program – Management of Grant Agreement, reporting format and schedule management for Grant deliverables.

Deliverables: Preparation of invoices, and other deliverables as required.

**Task 2: Labor Compliance Program**

Labor Compliance Program Development – Definition of current DIR labor classifications with construction trades required for project, Agency review organization, reporting requirements to meet City of Ontario requirements, State and Federal Requirements.  
Construction Documents Labor Compliance Program – Define labor compliance reporting methodology and enforcement including certified payroll review, labor benefits formats, interview schedule.  
Labor Compliance Program – Preparation, Submission, and review of Program to Department of Water Resources.

Deliverables: Submission of Labor Compliance Program.

**Task 3: Reporting**

Project Public Relations and Community Outreach – Agency coordination, community outreach, public workshops (as necessary), project communications & tracking of issue resolution.  
Project Status Report – Progress, budget and schedule tracking, project status evaluation and recommended actions.  
Labor Compliance Report – Certified Payroll review, Labor Benefits compliance, Labor Interviews, Enforcement issues. (Monthly & Final Reports)  
Construction Management Report – Construction Operations, Progress, Schedule and Budget Impacts, Issues, Change Orders, Claims. (Monthly & Final Reports)  
Construction Storm Water Compliance Report  
Grant Administration Report (Quarterly, Annual & Final Reports)

Deliverables: Submission of quarterly, annual, project monitoring plan, and final reports as specified in Grant Agreement.

**BUDGET CATEGORY (b): LAND PURCHASE/EASEMENT**

**Task 4 Land Purchase/Easement**

- a. US Army Corps Out Grant Application and Easement – US Army Corps of Engineers to provide and Out Grant Application to the City of Ontario for a minimum term of 50 years (initial term of 25 years with an automatic renewal of 25 years). Agreement terms are broadly defined with final details, agreement language, and associated supporting information such as legal description to be developed following issuance of FONSI under the NEPA Document.
- b. City of Ontario / San Bernardino County Parks Department Lease Assignment – City of Ontario and County of San Bernardino Parks & Recreation Department MOU to be developed under the outlined terms of the US Army Corps Out Grant Application and Easement as San Bernardino County Parks Department currently holds a lease for the use of Federal land. The MOU terms are broadly defined

with final details and agreement language to be developed following final terms for the Out Grant Application and Easement.

- c. Private Landowner Easements – Private landowners at forebay and outfall to provide easements to the City of Ontario for the drainage of the Project as well as temporary construction access. Agreement terms to be developed in conjunction with Out Grant Application and Easement.
- d. Temporary Construction / Access Easements – Temporary construction and access agreement to be developed following completion of Construction Documents and Out Grant Application and Easements.
- e. Southern California Edison Facilities Relocation Agreement – City of Ontario to develop a Work Order for permanent relocation of 66KV facilities on Project footprint. Preliminary research indicates minimal rights for SCE facilities on USACE land. Work Order to be prepared following completion of Construction Documents.

Deliverables: Agreements listed above

### **BUDGET CATEGORY (c): PLANNING/ENGINEERING/ENVIRONMENTAL DOCUMENTATION**

#### **Task 5: Assessment and Evaluation**

- a. Biological Study – Sensitive / endangered species and habitat.
- b. Cultural Study – Native American and other cultural impacts.
- c. Geotechnical Study – Land formation, geology, ground water.
- d. Environmental Hazards Study – Phase I evaluation.
- e. Traffic Study – Traffic and circulation impacts.
- f. Utility Study – Dry and wet utility availability and impacts.
- g. Hydrology and Hydraulic Studies – Mill Creek / Cucamonga Creek hydrology and hydraulics including Project performance and operations.
- h. Aesthetics
- i. Agriculture – Impacts to agricultural lands.
- j. Land Use – Consistency with Federal, County, and local regional planning.
- k. Mineral Resources
- l. Public Services
- m. Air Quality / Global Warming
- n. Noise
- o. Recreation – Integration into City of Chino and San Bernardino County Parks recreation planning.
- p. Growth Inducement / Population Study

Deliverables : Technical Studies

#### **Task 6: Final Design**

- a. Civil Engineering Final Design – Final design addressing grading, underground and storm drainage structures and conveyance systems, energy dissipation, parking lots and recycled water connections.
- b. Landscape/Irrigation/Recreation Final Design – Final design addressing wetlands, slope, and trail level landscaping, recreation components including irrigation, planting, and interpretive signage.
- c. Project Specifications

Deliverables: Completion of project plans and specifications at the 90 percent and final level.

#### **Task 7: Environmental Documentation**

- a. CEQA Document - City of Ontario Lead Agency for Project
- b. NEPA Document

Deliverables: Approved and adopted CEQA / NEPA documentation.

**Task 8: Permitting**

The following permits are required for the Project:

- a. Section 7 Consultation with USFWS
- b. Section 1600 Permit (Fish & Game, Fish & Wildlife Service)
- c. Section 404 Permit
- d. Section 401 Permit

Deliverables: Copies of all permits required by the project

**BUDGET CATEGORY (d): CONSTRUCTION/IMPLEMENTATION**

**Task 9: Construction Contracting**

- a. Development of Construction Agreement and front end bidding instructions.
- b. Project Advertisement for Bids & Pre-Bid Conference
- c. Public Bid Opening
- d. Evaluation of Bids, Determination of Lowest Responsive Responsible Bidder.
- e. Contract Award

Deliverables: Summary of bid process

**Task 10: Construction**

Project construction includes clearing & grubbing, grading, earthwork movement, creek diversion structure, storm drain conveyance, dry utility relocation, basin discharge structure, landscaping, irrigation, trail system, and parking lot construction as described below. The following provides preliminary details and construction methods based upon 50% - 75% design drawings:

a. Subtask 10.1 Mobilization and Site Preparation

Mobilization and site preparation including identification of sensitive habitat areas, construction fencing, project survey controls, temporary closure of Chino Corona Road, and preparation of earthwork receiving site.

b. Subtask 10.2 Project Construction

The sequence of construction operations is based on construction windows for flood control facilities and vireo nesting season. Elements of construction are listed below:

▪ Cucamonga Creek Diversion Structure

The diversion of flow will occur in the existing hard lined riprap portion of Cucamonga Creek just south of the Hellman Road Bridge and north of Chino Corona Road and consists of two inlets: one for low flow (dry weather) and one for higher first flush/peak storm flows (wet weather).

The dry weather flow diversion consists of a trapezoidal variable depth channel constructed in the riprap portion of Cucamonga Creek. It extends across two-thirds of the invert of Cucamonga Creek Channel and traverses the invert nearly perpendicular to the flow. The diversion channel, which is approximately 1 foot lower (maximum depth) than the invert of Cucamonga Creek and has a one percent fall toward the western bank, will convey low flows to a 24-inch RCP (Conveyance No. 1).

Located at an elevation of approximately 540 feet above MSL, Conveyance No. 1 will have sufficient hydraulic gradient to gravity flow the dry weather flow diversion to the de-silting

basin. The 24-inch diameter RCP conveyance pipe measures approximately 950 feet in length and includes a 15-inch orifice plate at the inlet to control the intake flow rate.

The wet weather flow diversion consists of a 9.5 foot high by 8 foot wide RCB (Conveyance No. 2) located just upstream of Conveyance No. 1 in the riprap lined west bank of the Creek. The inlet is designed approximately a half foot above the invert of the Creek to prevent the intake of low flows. Located at an elevation of approximately 542 feet above MSL, it will have sufficient hydraulic gradient to gravity flow the diverted storm water to the de-silting basin during the first flush storm event.

- Storm Drain Conveyance to Forebay

The dry weather flow conveyance consists of a 24-inch diameter RCP conveyance pipe measuring approximately 950 feet in length and includes a 15-inch orifice plate at the inlet to control the intake flow rate. The wet weather flow conveyance parallels the dry weather flow conveyance and is also approximately 950 feet long.

Construction of the conveyance system will require approximately 200,000 cubic yards of grading, comprised of approximately 100,000 cubic yards of excavation for the trench and after the pipes have been installed almost 100,000 cubic yards of fill.

- Forebay, Basin, Outfall and Trail Grading

Construction of the de-silting basin and four wetland/extended detention ponds will require approximately 800,000 cubic yards of grading. The outlet will require approximately 100,000 cubic yards of earthwork. Movement of this material will occur over an approximately 4-month period utilizing Tier 3 or better construction equipment.

The exported material will be transported in scrapers to fill locations adjacent to the Demonstration Project within the City of Chino. The proposed fill location is approximately  $\frac{3}{4}$  mile from the Project.

- Dry Utility Relocation of 66 KV Lines to Comet Road

South of Chino Corona Road, electrical transmission lines run north/south in the eastern portion of the site. These 66kv lines include poles approximately 40 feet high.

As part of the Project these poles will be removed. The existing 66 kV power lines will be re-routed on existing power poles to follow an alignment that extends from the project site west along Chino Corona Road to Comet Avenue; and south on Comet Avenue to connect back to the existing power line alignment. The current pole height of approximately 40 feet will remain.

- Basin Discharge Structures

Ponds 3 and 4 will outlet into a gradually varying channel following the natural topography that will ultimately discharge back into Mill Creek. The channel reduces the velocity of the flow while bringing the elevation of the discharge closer to the elevation of the invert of Mill Creek. The channel will be lined with un-grouted riprap and/or a stabilizing fabric to prevent erosion and vegetated along the perimeter banks with native vegetation.

The outlet measures approximately 150 feet wide between the top of banks. The invert measures approximately 50 feet wide. To construct the outlet, sheet piles with backing plates will be installed at the edge of the existing flow in Mill Creek during the dry season. The sheet piles will extend out beyond the planned width of the outlet approximately 50 feet on either side in the area where the outlet converges with Mill Creek. This will allow the rip rap protection to wrap around and protect both the upstream and downstream portion of the convergence. Existing vegetation and earth material will be removed behind the sheet piles down to below the level of the invert of Mill Creek. Large rip rap boulders will be installed behind the sheet piles to protect the invert of the outlet as it reaches Mill Creek and to protect the banks both upstream and downstream of the outlet. Once construction is complete, the sheet piles and backing plates will be removed.

- **Landscape and Irrigation Installation**

The irrigation system requires installation of approximately 70,000 lf of main and lateral lines with approximately 1300 pop-up rotors/spray heads and 100 root zone watering systems. Preliminary landscape estimates include the installation of approximately 30 24" box trees, 1300 15-gallon shrubs, 250,000 1-gallon shrubs, 578,000 sf hydro-seed mixes, 1 willow collection and 658 cy of mulch.

- **Trail System**

The Project will construct approximately 3.3 miles of hiking and equestrian trails. The trails will be constructed of decomposed granite. The trail system includes benches for wildlife viewing and interpretive signage located at the trailheads and throughout the trail system.

- **Parking Lot**

The Project includes two parking lots. The parking lots will be constructed of decomposed granite or an alternate permeable surface. The parking lot off of Chino Corona Road will include approximately 5 solar operated light bollards for safety. Both parking lots will include installation of a locking gate to be used when the facility is closed.

- c. Subtask 10.3 Performance Testing and Demobilization

Project performance testing includes primarily plant establishment monitoring and maintenance prior to full demobilization. Remainder of the performance testing is outlined under Environmental Compliance below.

#### **BUDGET CATEGORY (e): ENVIRONMENTAL COMPLIANCE/MITIGATION/ ENHANCEMENT**

##### **Task 11: Environmental Compliance/Mitigation/Enhancement**

Environmental Compliance is focused towards short term water quality results from dry weather flows and mitigated as well as non mitigated habitat establishment. Long term Environmental Compliance will be addressed through long term dry and wet weather storm water quality testing and reports (401) as well as the Habitat Monitoring Plan (1600).

#### **BUDGET CATEGORY (f): CONSTRUCTION ADMINISTRATION**

##### **Task 12: Construction Administration**

Construction Administration includes the following elements:

- a. Public / Community Outreach (Communications Plan)
- b. Contract Administration including construction progress monitoring, progress payment processing, change order management, RFI requests, contract document changes, performance and labor bond management
- c. Inspection, Materials Testing, Quality Control Monitoring
- d. Construction storm water compliance Monitoring
- e. Labor Compliance Monitoring

#### **BUDGET CATEGORY (h): CONSTRUCTION/IMPLEMENTATION CONTINGENCY**

##### **Task 13: Contingency**

Contingency is in the amount of 20% of total construction cost. Higher contingency is due to estimates being based on 50% design. Contingency may drop as design is further refined.

##### **Project (g) Cactus Basin (SBCFCD)**

The primary objectives of constructing Cactus Basin No. 3 are to reduce local flooding, reduce downstream flooding potential, and to reduce the size and cost of downstream drainage facilities. Secondary objectives

are water quality protection and increase groundwater recharge in the basin and subsequent increase to the water supply.

The basin will allow for the reduction of urban runoff and increased conservation. It allows for the use of stormwater as water supply. Future utilization of Cactus Basin No. 3 as a recharge basin could be part of an overall strategy to reduce the need for imported water. Local and downstream residents and businesses will benefit from improved safety as well as improved quality of life due to reductions in flood potential and resultant road closures and flood damage. Additionally, the project will provide for both on-site ecosystem restoration and protection of off-site mitigation land.

#### **BUDGET CATEGORY (a): DIRECT PROJECT ADMINISTRATION COSTS**

##### **Task 1: Administration**

Administration includes items such as drafting and maintaining contracts, Board items, and the project budget. This task also includes coordinating between various other agencies which have an interest in the project, such as the City of Rialto

Deliverables: Preparation of invoices and other deliverables as required.

##### **Task 2: Labor Compliance Program**

The County of San Bernardino Public Works Department/Flood Control District will comply with the labor compliance requirements as stated in the Propositions 84 & 1E IRWM Guidelines, Section IV. General Program Requirements, D. Labor Code Compliance. These guidelines require that "the body awarding a contract for a public works project financed in any part with funds made available by Proposition 84 to adopt and enforce a labor compliance program pursuant to California Labor Code 1771.5(b).

The Labor Compliance Program may include confirming receipt of certified payrolls from the contractor and subcontractors working on this project.

Deliverables: Submission of Labor Compliance Program

##### **Task 3: Reporting**

The County of San Bernardino Public Works Department/Flood Control District will comply with the reporting requirements as agreed to in the Grant Agreement.

Deliverables: Submission of project monitoring plan, quarterly, annual and final reports as specified in the Grant Agreement.

#### **BUDGET CATEGORY (c): PLANNING/ENGINEERING/ENVIRONMENTAL DOCUMENTATION**

This category includes the full development of the project plans, specifications, and construction cost estimate, as well as procurement of all required permits. Ancillary tasks included verification of District right of way (no procurement or easements required), environmental studies to support the requirements of the various permits, and field investigations of the site. The District does not maintain records of costs incurred per the design stages discussed above. The tasks under budget category C are approximately 98% complete and the District is not seeking reimbursement for such tasks

##### **Task 4: Assessment and Evaluation**

Various studies, such as Rialto MPD, Rialto Channel CSDP, and PondPack/HEC-RAS modeling, have been performed regarding the hydrology and hydraulics related to this project and Rialto Channel downstream of the basins.

Deliverables: Technical studies

##### **Task 5: Final Design**

Construction plans, project specifications and special provisions, and cost estimates have been prepared and will be provided.

Deliverables: Completion of project plans and specifications at the 90 percent and final level.

**Task 6: Environmental Documentation**

The CEQA document was prepared and approved by the City of Rialto in 1988. Because of the time lapse since approval of the original document and the need to comply with current standards, the District approved a supplement to the CEQA document in December of 2008.

Deliverables: Approved and adopted CEQA/NEPA documentation

**Task 7: Permitting**

Permits 1601 from Fish and Game and 401 from the Regional Water Quality Control Board have been approved. Permits still pending approval include the 404 from the Army CORPS of Engineers and the Section 10(a) from the US Fish and Wildlife service.

Deliverables: Copies of all permits

**BUDGET CATEGORY (d): CONSTRUCTION/IMPLEMENTATION**

**Task 8: Construction Contracting**

Once all permits are approved and funding is finalized, the District will advertise the project for construction bids. During the bid process, the District will schedule at least one pre-bid meeting which may or may not be on-site to discuss the project with plan holders. Once bids are received and opened, the District will evaluate a number of the lowest bidders to ensure that the apparent low bidder has complies with all the language in the contract documents to ensure they have submitted a responsive bid. Once the lowest, responsive bid is determined, the District will submit the project to the Board of Supervisors for award of a contract.

Deliverables: Summary of bid process.

**Task 9: Construction**

a. Subtask 9.1 - Mobilization and Site Preparation

After award of contract and prior the contractor mobilizing on the project, the District and the contractor will hold a pre-construction meeting to introduce the respective construction and project management teams. Once a Notice to Proceed date has been established, the contractor will be allowed to begin work on the project. Generally speaking, the contractor will bring necessary equipment to the site, secure the site, and set up BMP's in accordance with the approved SWPPP.

Deliverables: Copies of the Notice To Proceed and the BMPs.

b. Subtask 9.2 - Project Construction

The construction project will consist of several major components. Among them are the basin excavation of approximately 500,000 cubic yards of earth from nearly 30 acres via bull dozers and scrapers, the placement and compaction of over 300,000 cubic yards of material to form the dam and embankments approximately 30 feet higher than the basin floor, the placement of over 2,000 cubic yards of rock, the placement of nearly 3,000 cubic yards of concrete for the 120 foot wide spillway and spillway walls, the placement of nearly 1,100 lineal feet of concrete pipe, the re-vegetation of 0.8 acres, and the installation of nearly 1,300 lineal feet of chain link fencing.

c. Subtask 9.3 - Performance Testing and Demobilization

Once the project is completed, the contractor will be required to demobilize from the site. This will entail removing all equipment, security fencing and appurtenances, and all temporary MP's. Per the construction documents, the contractor will also be required to provide a one year warranty on the project to ensure that is free of any defects.

**BUDGET CATEGORY (e): ENVIRONMENTAL COMPLIANCE/MITIGATION/ ENHANCEMENT**

**Task 10: Environmental Compliance/Mitigation/Enhancement**

As part of the permit requirements, the District will be re-vegetating approximately 0.8 acres within the project site with native plant material. The use of native plant material will allow the vegetation to propagate with little or no maintenance. Also, because of the loss of sage scrub that would have existed on the once undisturbed site, approximately 40 acres of mitigation land will be perpetually preserved off site. Potential mitigation land sites include Lytle Creek, San Sevaine Creek, and Cucamonga Creek.

**BUDGET CATEGORY (f): CONSTRUCTION ADMINISTRATION**

**Task 11: Construction Administration**

Construction administration will be performed by the Department of Public Works' Contract Administration Division. A resident engineer will be assigned to the project to ensure the contractor complies with all the requirements in the contract documents and to assist with any engineering challenges that arise out of the construction activities. A full-time inspector will be providing support to the resident engineer and overseeing the day to day construction activities. Office support staff will also be available to assist when needed.

**BUDGET CATEGORY (g): OTHER COSTS**

**Task 12: Other Costs:**

This task includes incidental costs associated with the project, such as Counsel review of various documents, and reproduction services.

Deliverables: Copy of any items developed as a result of this task.

**BUDGET CATEGORY (h): CONSTRUCTION/IMPLEMENTATION CONTINGENCY**

**Task 13: Contingency**

This task sets aside funds in the case there is a project cost over-run. Since it is only an estimate at this time, the District has practice of budgeting 10% of the construction contract cost for contingencies.

**Project (h) Inland Empire Brine Line Rehabilitation and Enhancement (SAWPA)**

Overview: A portion of the SARI Lower Reach IVB Brine Line was installed in the 1980's and was constructed of unlined, sacrificial reinforced concrete pipe (RCP). The section of Lower Reach IVB Brine Line begins at Prado Dam and extends a distance of approximately 16,000 linear feet (3.0 miles). This section of pipe is 36-inches in diameter and is within the water conservation pool impact area.

Core samples and subsequent condition assessment report completed by Krieger & Stewart in 2004 recommended that SAWPA consider rehabilitation of these pipelines to extend their service life. The rehabilitation to the pipeline is also necessary to meet the new loading conditions created by raising the height of Prado Dam and to restore the diminished capacity of the Lower Reach IVB Brine Line. A recent project completed by the U.S. Army Corps of Engineers (ACOE) has raised the height of Prado Dam by approximately 28 feet. Over the next 30 years, the sediment deposition behind the dam is expected to rise 20 feet. The project as designed will increase the capacity of the Lower Reach IVB Brine Line by an additional 4.0 MGD. This additional Brine Line capacity will allow greater groundwater desalting capacity in the Inland Empire. The desalination process produces a local source of potable water by taking unusable groundwater and treating through a reverse osmosis process. The treated water is served to the local communities and the unusable portion or brine is disposed of through the Brine Line. The Brine Line is the only cost effective alternative to remove brine from the watershed. Without the Brine Line there would not be groundwater desalination in the Inland Empire. The additional capacity in the brine line from the project will allow an additional 30,000 tons per year of salt removal from the watershed based on the current brine TDS.

**BUDGET CATEGORY (a): DIRECT PROJECT ADMINISTRATION COSTS**

**Task 1: Administration**

SAWPA will perform the following administrative activities; administer contracts with design engineers and construction contractors, perform project accounting and perform project reporting.

Deliverables: Preparation of invoices and other deliverables as required.

**Task 2: Labor Compliance Program**

SAWPA will retain a consultant to perform labor compliance services including labor compliance program administration, meetings with contractors and subcontractors, review and monitoring of certified payroll records for payment of the proper prevailing wage rate, conduct regular random audits of the certified payroll reports and conduct field inspections to confirm proper jobsite postings, interview workers to confirm water rate classification.

Deliverables: Submission of Labor Compliance Program

**Task 3: Reporting**

SAWPA shall prepare and submit project monitoring plan, quarterly, annual and final reports as specified in the Grant Agreement.

Deliverables: Submission of quarterly, annual and final reports as specified in the Grant Agreement.

**BUDGET CATEGORY (b): LAND PURCHASE/EASEMENT**

**Task 4: Land Purchase/Easement**

SAWPA has an existing easement with the U.S. Army Corps of Engineers to operate, maintain, construct and replace the Lower Reach IVB Brine Line.

Deliverables: Submit copy of U.S. Army Corps of Engineers easement.

**BUDGET CATEGORY (c): PLANNING/ENGINEERING/ENVIRONMENTAL DOCUMENTATION**

**Task 5: Assessment and Evaluation**

Core samples and subsequent condition assessment report completed by Krieger & Stewart in 2004 recommended that SAWPA consider rehabilitation of the Lower Reach IVB Brine Line to extend their service life. A technical memorandum was completed by RBF Consulting in 2008 to evaluate options to repair or relocate portions of the Lower Reach IVB Brine Line. It was recommended to rehabilitate the lower portion of Reach IVB with a segmental slip-liner pipe designed specifically to meet the loading conditions imposed by the operation of Prado Dam and to extend the useful life of the pipeline.

A Preliminary Design Report (PDR) was completed by RBF Consulting in September 2009. The PDR addresses the rehabilitation strategies, hydraulic constraints, project issues and costs, and presents a recommended work plan to address the Lower Reach IVB Brine Line unlined reinforced concrete pipe.

Deliverables: Condition Assessment Report, Krieger and Stewart, 2004; Technical Memorandum, RBF Consulting, 2008, Final Preliminary Design Report, RBF Consulting, September 2009.

**Task 6: Final Design**

The final design has been completed by SAWPA's design consultant, RBF Consulting. Project design plans and specification at 100 percent completion and as-built drawings will be submitted to DWR.

Deliverables: Final Project plans and specifications.

**Task 7: Environmental Documentation**

In May 2009 the SAWPA Commission Certified the Environmental Impact Report for the Project and adopted the following documents, all included as part of the Final Environmental Impact Report: CEQA Statement of

Findings, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program, and Decision Regarding No Recirculation of the Environmental Impact Report.

Deliverables: Approved and adopted CEQA documentation

### **Task 8: Permitting**

All permits for the project have been received including a 1602 Streambed Alteration Agreement from the California Department of Fish and Game, 2080.1 Consistency Determination from DFG, 404 Nationwide Permit from the ACOE, Right of Entry from the ACOE, and a 401 Certification from the Regional Water Quality Control Board.

Deliverables: Copies of all permits

## **BUDGET CATEGORY (d): CONSTRUCTION/IMPLEMENTATION**

### **Task 9: Construction Contracting**

SAWPA issued a notice inviting bids to the list of pre-qualified contractors in November 2010. SAWPA awarded construction of the project in April 2011. During the bid phase engineering services include:

- a. Prepare the pre-bid meeting agenda, prepare for and attend the pre-bid meeting and attend a project site tour, and prepare pre-bid meeting minutes
- b. Prepare addenda as required
- c. Respond to bid questions during the bidding period as required
- d. Attend bid openings and receive and review bids
- e. Prepare construction contracts for award
- f. Prepare a conformed document set (drawings, specifications and other required documents) that incorporates the addenda.

Deliverables: Summary of bid process.

### **Task 10: Construction**

a. Subtask 10.1 – Mobilization and Site Preparation

Construction crews will mobilize and prepare site for construction activities including installation of temporary bridges to span existing drainage channels, minor site clearing along the access road and within work areas, installation of sound barriers, and preparation and submittal of preconstruction video of existing site conditions.

b. Subtask 10.2 - Project Construction

Construct eight (8) watertight containment basin sections and one (1) closure pit, clean the CCTV pipe and remove all debris from pipeline, install 16,000 feet of 30 – inch diameter fiberglass reinforced pipe (FRP) into existing reinforced concrete pipe (RCP), pressure grout annular space between FRP and old reinforced concrete pipe, construct eight (8) maintenance access structures, and rehabilitate eight maintenance access structures with fiberglass reinforced liner.

c. Subtask 10.3 - Performance Testing and Demobilization

Performance testing of materials, equipment, and facilities will be conducted according to the requirements listed in the plans and specifications, and special provisions provided to the contractor prior to commencement of construction. As soon as project construction has been completed and approved to the satisfaction of SAWPA demobilization will begin.

**BUDGET CATEGORY (e): ENVIRONMENTAL COMPLIANCE/MITIGATION/ ENHANCEMENT****Task 11: Environmental Compliance/Mitigation/Enhancement**

As a result of impacts within USACOE property related to the project, several agencies have required mitigation as a condition of their permits and/or agreements. In order to fulfill these mitigation requirements, SAWPA proposes restoration of native riparian habitat in Prado Basin.

SAWPA, in coordination with USACOE and the U.S. Fish and Wildlife Service, has identified in Prado basin approximately 10.35 acres (this project requires 7.35 acres of mitigation, the remaining 3 acres are for mitigation for previous projects) currently invaded with perennial pepperweed, a State of California class B noxious weed. Perennial pepperweed is a highly invasive plant, and presents a risk of spreading to previously restored mitigation and habitat areas. Restoration of the proposed area will allow SAWPA to comply with mitigation requirements set forth by the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, and the California Department of Fish and Game.

**BUDGET CATEGORY (f): CONSTRUCTION ADMINISTRATION****Task 12: Construction Administration**

Construction management tasks will include the following:

- a. Contractor contract administration
- b. Attend Pre- construction meeting
- c. Review contractor shop drawing submittals
- d. Respond to requests for information
- e. Attend progress meetings and review pay requests
- f. Inspect construction
- g. Perform materials testing
- h. Prepare record drawings
- i. Contract administration and close out

**BUDGET CATEGORY (h): CONSTRUCTION/IMPLEMENTATION CONTINGENCY****Task 13: Contingency**

Construction contingency costs are not grant-eligible.

**PROJECT (i) ARLINGTON DESALTER INTERCONNECTION PROJECT (C.CORONA)**

The Arlington Desalter Interconnection Project aims to improve water supply reliability in the Santa Ana Watershed region by linking existing water sources to increase local water use efficiency and reduce reliance on oversubscribed State water resources. The proposed project will create a two-way intertie that will connect an existing portion of the City of Corona Department of Water and Power's (Corona) water system with the Western Municipal Water District's (WMWD) system.

**BUDGET CATEGORY (a): DIRECT PROJECT ADMINISTRATION COSTS****Task 1: Administration**

The City of Corona Department of Water and Power (DWP) staff will provide administrative oversight for the project. Activities will include reviewing grant agreements and contracts, attending meetings, maintaining grant and project files, preparing and processing requests for reimbursements, preparing updates for executive management and the City Council, ensuring grant agreement compliance, coordinating any audit requests or

examination of records by SAWPA, the State of California, or independent auditors, and maintaining all records for at least three years after the project is closed out. These items will be contributed in-kind by the City.

Deliverables: Preparation of invoices and other deliverables as required.

**Task 2: Labor Compliance Program**

The City of Corona DWP will contract with Padilla and Associates to perform the Labor Compliance Program function. Padilla and Associates is an approved *Third Party Labor Compliance Program Administrator, Certified by the California Department of Industrial Relations.*

**Task 3: Reporting**

The City of Corona DWP staff will provide reports to DWR on a quarterly basis and at the completion of the grant. This will be contributed in-kind by the City.

Deliverables: Submission of project monitoring plan, quarterly, annual and final reports as specified in the Grant Agreement.

**BUDGET CATEGORY (c): PLANNING/DESIGN/ENGINEERING/ ENVIRONMENTAL DOCUMENTATION**

**Task 4: Final Design and Technical Specifications**

The Arlington Desalter Interconnection Project Final Design and Technical Specifications were completed and approved in October 2010 by the City of Corona. Specifications and plans were submitted to WMWD for their review, no comments or changes made.

Deliverables: Completion of project plans and specifications at the final design level.

**Task 5: Environmental Documentation**

WMWD completed the CEQA analysis in 2008 and the Mitigated Negative Declaration was adopted by the Corona City Council on May 6, 2009.

Deliverables: Approved and adopted CEQA Mitigated Negative Declaration.

**Task 6: Permitting**

National Pollutant Discharge Elimination System (NPDES) permits have been secured. California Department of Public Health (CDPH) operating permits and City of Corona building permits still need to be secured.

Deliverables: NPDES, CDPH, City Building Permits

**BUDGET CATEGORY (d): CONSTRUCTION/IMPLEMENTATION**

**Task 7: Construction Contracting**

DWP will develop a Notice Inviting Bids, evaluate bids, and award a contract in accordance with the City of Corona Purchasing Policy and Procedures.

Deliverables: Summary of bid process

**Task 8: Construction**

a. Subtask 8.1 Mobilization and Site Preparation

Civil site work will be conducted at the site along with site clean-up and preparation.

b. Subtask 8.2 Project Construction

The Arlington Interconnect Project is a physical intertie between the Arlington Desalter Pipeline operated by Western Municipal Water District or MWD and the municipal water system operated by the City of Corona Department of Water and Power or CDWP. The intertie allows Corona to deliver up to 10 mgd or 11,202 af/yr to WMWD; Western is positioned to deliver up to 4 mgd or 4,481 af/yr to

Corona for wheeling potable water available within the region and to assist regional water agencies during emergencies.

The intertie consists of approximately 290 lineal feet of 16 inch pipeline, most of which is buried pipeline that connects the two systems together. A single dual read meter is used to measure flow in both directions. The interconnection includes:

1. various gate valves for shutoff and isolation during maintenance
2. rate of flow, pressure reducing and pressure relief valves to control water pressures since the two systems operate under different head or hydraulic grade line
3. chemical feed equipment for chlorine/ammonia treatment of water delivered into the CDWP water system
4. a concrete block building to house most of the gate and control valves and chemical feed equipment;
5. Supervisory Control and Data Acquisition or SCADA system for automating the interconnection or controlling from remote operation centers
6. a parking pocket for chemical deliveries and maintenance and operation vehicles may park
7. approximately 260 lineal feet of buried 8 inch ductile iron pressure relief pipeline
8. approximately 40 lineal feet of buried 8 inch ductile iron sewer pipeline for the chemical unloading area
9. approximately 80 lineal feet of 6 inch buried sewer pipeline for drains and nuisance water within the building
10. an underground electrical service connection from Southern California Edison for the building.

c. Subtask 8.3 Performance Testing and Demobilization

The City of Corona will ensure that the Arlington Desalter Interconnection Project is inspected and tested prior to usage.

**BUDGET CATEGORY (e): ENVIRONMENTAL COMPLIANCE/MITIGATION/ ENHANCEMENT**

**Task 9: Environmental Compliance/Mitigation/Enhancement**

The City of Corona filed a Mitigated Negative Declaration for the Arlington Desalter Interconnection Project on May 6, 2009. Minor mitigation measures were made as a condition of the approval of the project which included construction practices to reduce air pollution and minimize construction impacts to water quality, tactics to ensure safe handling of any mineral or archeological objects should they be found on the site and traffic calming measures. Ensuring compliance for the Mitigation Monitoring Plan is included in budget category (f) below and will be an in-kind contribution from DWP.

**BUDGET CATEGORY (f): CONSTRUCTION ADMINISTRATION**

**Task 10: Construction Administration**

The City of Corona DWP will oversee the construction administration of the project, which includes monitoring all construction work, conducting on-site inspections throughout construction process, hosting weekly progress meetings with construction Foreman and Project Engineers, reviewing invoices and approving payments for work, ensuring compliance with the Mitigation Monitoring Plan, ensuring compliance with any prevailing wage regulations, testing all components, communicating periodically with WMWD and SAWPA, and ensuring for the safety of the work site as required by law, etc.

**BUDGET CATEGORY (h): CONSTRUCTION/IMPLEMENTATION CONTINGENCY**

**Task 11 Construction/Implementation Contingency**

Cost difference between Engineer's estimate and actual costs. Engineer's estimate performed 4/30/2009.  
Project bid to be awarded in March 2012.

**PROJECT (J) PERRIS II DESALINATION FACILITY (EMWD)**

Overview: Eastern Municipal Water District (EMWD) project will supply brackish feed water to the existing Menifee and Perris I Desalters located within the Perris Valley, then ultimately supply brackish feed water to the Perris II Desalter (planned to be operational in 2013). EMWD views the use of desalters to make effective, beneficial use of local degraded brackish groundwater supplies as a viable, long-term step in generating new local potable water resources.

**BUDGET CATEGORY (a): DIRECT PROJECT ADMINISTRATION COSTS**

**Task 1: Administration**

EMWD will perform the following administrative activities with respect to the Project:

- a. Administer contracts with design engineers and construction contractors
- b. Implement recommendations of environmental studies
- c. Perform Project accounting
- d. Perform Project reporting

Deliverables: Invoices and other deliverables as required.

**Task 2: Labor Compliance Program**

EMWD will utilize existing Labor Compliance Plan 2003.00006 approved by the Department of Industrial Relations.

**Task 3: Reporting**

EMWD will prepare and submit quarterly, annual and final Project Status Reports to SAWPA as specified in the Grant Agreement.

Deliverables: Submission of project monitoring plan, quarterly, annual and final reports as specified in the Grant Agreement.

**BUDGET CATEGORY (b): LAND PURCHASE/EASEMENT**

**Task 4: Land Purchase/Easement**

A 1.41-acre parcel has been purchased by EMWD for the Project: Riverside County Assessor's Parcel No. 307-210-010.

**BUDGET CATEGORY (c): PLANNING/ENGINEERING/ENVIRONMENTAL DOCUMENTATION**

**Task 5: Assessment and Evaluation**

A study was conducted in 2009 to select a suitable well site for purchase.  
An exploratory drilling report was completed in March 2010.

Deliverables: Exploratory drilling report.

**Task 6: Final Design**

100% plans and specifications for construction of the well have been completed.

100% plans and specifications for equipping of the well are expected approximately three months after the well testing completion.

Deliverables: 100% plans and specifications for construction of the well. 90% and 100% plans and specifications for equipping of the well.

### **Task 7: Environmental Documentation**

a. Subtask 7.1 - CEQA/NEPA Environmental Review

A CEQA Mitigated Negative Declaration (MND) for the Perris II Desalter was adopted on March 22, 2006, with the U.S. Army Corps of Engineers adopting a Finding of No Significant Impact under NEPA simultaneously. A subsequent MND was adopted on January 21, 2009 to cover an increase in the design capacity of the Perris II Desalter. An amendment to same, addressing an additional increase in design capacity of the Perris II Desalter and the specific locations of the supply wells, was adopted on October 20, 2010. The Notice of Determination for the latter was filed with the Riverside County Clerk on October 25, 2010.

b. Subtask 7.2 - Mitigation

The MND included a number of mitigation measures. The only such mitigation measure pertinent to the Project as described herein is Mitigation Measure IX, pertaining to Noise. Provisions for noise reduction in conformance with Mitigation Measure IX have been included in the specifications for well construction and will be included in the specifications for well equipping.

c. Subtask 7.3 - Tribal Notification

On November 10, 2008, EMWD mailed copies of the Notice of Intent to Adopt a Mitigated Negative Declaration for the Subsequent EA/Initial Study and Mitigated Negative Declaration to the following persons:

- a. James J. Fletcher, Superintendent
- b. Southern California Agency
- c. Bureau of Indian Affairs
- d. U.S. Department of the Interior
- e. Debbie Pilas-Treadway
- f. Associate Governmental Program Analyst
- g. Native American Heritage Commission
- h. John Marcos, Chairman
- i. Santa Rosa Band of Mission Indians
- j. Harrold Arres, Cultural Resources Manager
- k. Soboba Band of Luiseno Indians

Deliverables: Approved and adopted CEQA/NEPA documentation.

### **Task 8: Permitting**

Necessary permits:

- a. County Drilling Permit (to be obtained by drilling contractor)
- b. Waste Discharge Requirements for disposal of development and testing water
- c. Encroachment Permit from County of Riverside Transportation Department
- d. Encroachment Permit from Riverside County Flood Control District (potential)

Deliverables: Permit documentation for each.

### **BUDGET CATEGORY (d): CONSTRUCTION/IMPLEMENTATION**

### **Task 9: Construction Contracting**

100% plans and specifications for construction of the well have been completed.

Bid review and solicitation will be completed subsequent to Final Design Completion.  
Bid solicitation efforts have not yet commenced.

Deliverables: Final Plans and Specifications, Summary of Bid Process.

**Task 10: Construction**

a. Subtask 10.1 – Driller Mobilization and Site Preparation

- 1) Mobilization
- 2) Site security and installation of temporary fencing
- 3) Installation of noise control barrier walls and other measures as needed to comply with noise suppression requirements

b. Subtask 10.2 – Well Construction

General Standards: DWR Bulletins 74-81 and 74-90

- 1) Installation of 42-inch conductor casing and 50-ft. sanitary seal (ASTM Standards A-569 and C150)
- 2) 12-inch pilot borehole drilling (reverse circulation rotary drilling method)
- 3) Down-hole geophysical logs
- 4) Final borehole reaming (reverse circulation rotary drilling method)
- 5) Caliper log
- 6) Installation of 18-inch ASTM Standard A240, 316L Stainless well casing and shutter screen (currently estimated at 350 feet. Final depth will be determined by field conditions, and may be greater than the currently estimated 350 feet.)
- 7) Installation of tubing, gravel pack and annular seals
- 8) Well development by airlift swabbing and chemical methods
- 9) Well alignment surveys
- 10) Well development by surge pumping

c. Subtask 10.3 – Well Performance Testing, Disinfection, and Demobilization

- 1) Final pumping tests and flow meter survey (spinner log)
- 2) Down-hole well video
- 3) Final well chlorination and capping
- 4) Site cleanup
- 5) Demobilization

d. Subtask 10.4 – Equipment Contractor Mobilization and Site Preparation

- 1) Mobilization
- 2) Clear and grub site
- 3) Site grading to raise well site and to construct blow-off pond
- 4) Site security and installation of permanent fencing
- 5) Installation of noise control barrier walls and other measures as needed to comply with noise suppression requirements

e. Subtask 10.5 – Well Equipping

- 1) Construction of well head pump pedestal, including extension of well casing, tubing, conductor casing, annular seals and related work
  - 2) Construction of site facilities including blow off structure, blow off pond high water level float switch, building drain system, liquid chlorine leak detection system piping and dry well, and site lighting
  - 3) Construction of well discharge and blow off site piping, valves and appurtenances
  - 4) Construction of electrical and chlorine generation building including HVAC equipment, receptacles, and lighting
  - 5) Construction of chlorine generation equipment, piping, electrical, valves, chlorine injector, brine storage tank, chlorine storage tank, dosing pumps, ventilation blowers, emergency shower eyewashes, and appurtenances
  - 6) Furnishing and Installation of submersible vertical turbine pumping unit, including pump, column, and well-discharge head
  - 7) Construction of Southern California Edison electrical service conduit and service meter/main (switchgear)
  - 8) Construction of electrical motor control equipment (MCC), variable frequency drive (VFD), well level transducer, well electrical conductivity sensor, discharge pressure switches and transducer, and associated wiring
  - 9) Construction of telemetry equipment
  - 10) Final site grading, including installation of site surfacing material
- f. Subtask 10.6 – Pump Performance Testing and Demobilization
- 1) Pump and motor shop testing
  - 2) Pump station equipment startup, including, but not limited to, pump and motor start-up and testing and chlorine generation equipment startup and testing
  - 3) Site cleanup
  - 4) Demobilization

Deliverables: Water well driller's report, well video recording, quarterly, annual, final construction reports, pump station start-up report.

#### **BUDGET CATEGORY (f): CONSTRUCTION ADMINISTRATION**

##### **Task 11: Construction Administration**

Construction administration and construction inspection will be performed by EMWD staff as in-kind labor. Construction phase engineering support services may be provided by third party engineering and surveying firm(s) and include the following components; construction phase engineering support, Contractor's submittal review and response, Contractor's request for information review and response, attendance of course of construction meetings and site meetings, construction staking, and preparation of record drawings.

Deliverables: Quarterly, annual, final construction reports.

#### **BUDGET CATEGORY (g): OTHER COSTS**

##### **Task 12: Other Costs**

Includes the costs for all licenses and permits required for the project.

## **BUDGET CATEGORY (h): CONSTRUCTION/IMPLEMENTATION CONTINGENCY**

### **Task 13: Construction/Implementation Contingency**

The component includes all costs related to handling unknown/unforeseen conditions that may be encountered during construction or the implementation of the project.

### **Project (k) Perchlorate Wellhead Treatment System Pipelines (WVWD)**

The Project includes the necessary piping to connect the Groundwater Wellhead Treatment Plant (WTP) to the two contaminated drinking water production wells located in the Rialto-Colton Groundwater Basin (Basin). The result will be removal of perchlorate, nitrate, and trichloroethylene (TCE) from the contaminated groundwater wells.

## **BUDGET CATEGORY (a): DIRECT PROJECT ADMINISTRATION COSTS**

### **Task 1: Administration**

Project administration includes administration of grant and construction contracts, preparation of reports and plans, coordination of design contracts, and other activities as required completing design and construction that may not be directly related to those tasks.

### **Task 2: Labor Compliance Program**

Public Resources Code section 75075 requires that any entity awarding a contract for a public works project financed in any part with funds made available by Proposition 84 must adopt and enforce a Labor Compliance Plan. The District will use an outside consultant to prepare the Labor Compliance Plan in accordance with DWR requirements.

### **Task 3: Reporting**

The District will prepare and submit quarterly progress reports and invoices to DWR. The District will require the contractor to submit monthly progress reports to accompany each invoice. The progress reports will describe activities undertaken and accomplishments of each task during the milestones achieved, and any problems encountered in the performance of the work under this contract. A final summary report will be prepared and submitted once the project is completed.

A Project Monitoring Plan that identifies monitoring systems to be utilized, the methodology, location and frequency of monitoring to be performed and the baseline conditions will be prepared for the project.

Deliverables: Project Monitoring Plan, Quarterly Progress Reports, and Final Summary Report at Completion.

### **Task 4: Coordination with Partners**

Overview: This Perchlorate Wellhead Treatment System Pipeline project is part of a larger project that involves two primary partners, and five additional supporting partners. The two primary partners are the West Valley Water District (District) and the City of Rialto, the owners of the two contaminated wells to be treated). The larger project, which includes the construction of a Groundwater Wellhead Treatment Plant (WTP), is directly supported by five additional partners. The partners that are participating in the funding of the WTP include; the California Department of Public Health, the Santa Ana Regional Water Quality Control Board, the State Water Resources Control Board and the Department of Defense through their Environmental Security Technology Certification Program. These partners along with the United States Environmental Protection Agency are also providing regulatory and technical support.

Coordination between the District and the supporting agencies occurs as needed and includes conference calls and site visits.

## **BUDGET CATEGORY (b): LAND PURCHASE/EASEMENT**

### **Task 5: Licensing Agreement**

The District is not purchasing land for implementation of the project. The District is entering into a "License Agreement" with the San Bernardino County Flood Control District (Flood Control District) for that portion of the

waterline within the Flood Control District's property. A "License Agreement" is similar to an easement only it is permanent. An annual License Fee will be paid to the Flood Control District based on square footage required for the pipeline alignment. The "License Agreement" and fees are still being negotiated between the District and the Flood Control District.

The remainder of the pipeline installation will occur within public right-of-way or on District-owned property.

#### **BUDGET CATEGORY (c): PLANNING/ENGINEERING/ENVIRONMENTAL DOCUMENTATION**

##### **Task 6: Assessment and Evaluation**

A Project Technical Report was completed for the Complete Well Conveyance and FBR Treatment System Project in late 2009 as part of the Proposition 84 Section 75025 DPH Grant Application. The report details groundwater contamination issues in the area, need for the project, alternatives to the project, project costs, and schedule. A copy of this study was provided to SAWPA for review as part of project selection.

Deliverables: Technical studies

##### **Task 7: Final Design**

The Final (100%) design and specification documents are complete and will create the design package that will be advertised for project award for construction. Construction and Operations and Maintenance costs have been estimated. Final design and specifications was provided to SAWPA for review as part of project selection.

Additionally, the final design is described in detail in the Project Technical Report discussed in Task 6.

Deliverables: Design plans and specifications.

##### **Task 8: Environmental Documentation**

CEQA was completed with a Notice of Determination Filing Date of September 8, 2009. The District adopted a Mitigated Negative Declaration and a Mitigation Monitoring Program pursuant to the provisions of CEQA. Environmental documentation was provided to SAWPA for review as part of project selection.

Deliverables: Notice of Determination and Mitigated Negative Declaration.

##### **Task 9: Permitting**

After bidding of the construction for the contract is complete, the following required permits will be obtained:

- a. City of Rialto Encroachment Permit
- b. San Bernardino County Flood Control Permit to install, operate and maintain facilities within their property.

Deliverables: Copies of all permits

#### **BUDGET CATEGORY (d): CONSTRUCTION/IMPLEMENTATION**

##### **Task 10: Construction Contracting**

A request for bid proposals will be prepared. The project will be advertised for bidding through standard procedures. The District will pre-qualify construction contractors using procedures consistent with the Public Contract Code. The District will hold a pre-bid meeting and respond to questions from contractors, open and review bids for completeness, and award the project to the responsible bidder with the lowest bid in accordance with the Public Contract Code. Once the project has been bid and awarded, the selected Contractor will construct the project in accordance with the final plans and specifications.

Deliverables: Summary of Bid Process

##### **Task 11: Construction**

The project includes the necessary piping to connect the Groundwater Wellhead Treatment Project (WTP) to the two drinking water production wells located in the Basin. The planned components of the Project include:

Approximately 3,000 linear feet of 16-inch pipeline will be installed within open trenches in Etiwanda, Willow, and Cactus Avenues and the treatment plant/District headquarters site, with appurtenances and associated site work to accommodate the treatment facility.

After the Notice to Proceed has been issued by the District to the selected Contractor, the following subtasks will happen:

a. Subtask 11.1 – Mobilization and Site Preparation

Mobilization and site preparation will consist of the following activities:

1. Mobilization: Mobilization includes moving the required equipment and materials onto the site in preparation for the work scope.
2. Shop Drawings and Submittals.
3. Underground Utility Location.

b. Subtask 11.2 – Relocating Fuel Tanks

At the proposed WTP site there is an existing above-ground diesel and gasoline tank that the District uses to fuel their service vehicles. The tanks, dispensers and associated electrical equipment need to be relocated on-site before any construction can take place. In addition to the relocation, the existing concrete slabs that the tanks sit upon and the curbs and bollards surrounding the equipment need to be removed and new concrete pads, curbs and bollards constructed. The new location will require power to run the dispensers and lighting.

c. Subtask 11.3 – Site Demolition

As stated previously, the proposed WTP site is to be located in an area at the District's Headquarters that currently is a storage area for various supplies. There is a concrete slab 109' x 16', 109 linear feet (LF) of 4-foot high retaining wall, and twenty 30-foot long by 2-foot high concrete block pipe supports that need to be removed.

d. Subtask 11.4 – Remove Existing 16" Water Line

Approximately 280 LF of existing 16" waterline from Well 33 will be removed and will be relocated 10 feet south of the WTP as part of this subtask. This pipeline currently interferes with the footprint of the WTP.

e. Subtask 11.5 – Flood Control

Approximately 210 square feet of rip rap will be installed at the location of discharge for the testing phase of the WTP.

f. Subtask 11.6 – Install 16" Water Lines

Approximately 3,000 LF of 16-inch water pipeline of cement-mortar lined and coated (CML&C) steel pipe will be constructed including valves and appurtenances. This price includes the cost to construct these pipelines, connections to existing waterlines, surveying, trenching, shoring, testing, disinfection, sand bedding, base, thrust blocks, asphalt concrete (AC) pavement, insurance and bonds. The location of the water pipeline is shown on the plans as described below:

1. The plans include an influent water pipeline connecting the proposed WTP to an existing 16-inch water pipeline, south of the District's Zone 3A-2 Reservoir.
2. The plans include 800 LF of pipeline connecting the proposed WTP to the discharge basin and existing IX treatment process.
3. The plans include 675 LF of 16-inch water pipeline connecting to the existing Reservoir and to the existing Well 33 blending pipeline.
4. The plans include 665 LF of pipeline constructed in Etiwanda Avenue from the intersection of Willow Avenue to the 14-inch water pipeline that connects to the City of Rialto's Well No. 6.

g. Subtask 11.7 – Electrical

This subtask includes the incoming electrical to the proposed WTP, concrete pads, electrical transformer and switchboard.

h. Subtask 11.8 – Install Sewer Line

This is the discharge line from the proposed WTP to the City of Rialto's sewer main in Cactus Ave. This task includes the installation of approximately 1,100 LF of 8-inch sewer pipeline, eight manholes and one connection to the City facilities.

i. Subtask 11.9 – Pipe Testing

This subtask includes pressure testing the 16-inch pipeline per the Districts Standards for Domestic Water Facilities. Pressure and leakage tests shall be performed in accordance with the American Water Works Association Standard procedure for Pressure and Leakage Test, AWWA C605, Section 7, or as in the Districts Standards.

j. Subtask 11.10 – Street Re-paving

This subtask includes re-paving of Etiwanda Avenue from the City of Rialto Well #6 west to Willow Avenue and paving within Flood Control Property.

k. Subtask 11.11 – Install Water Line for Building Service

A water supply will be required to the proposed WTP. The water service for the building includes hot and cold water service for the building and emergency eye wash/shower loop. This subtask also consists of the installation of 190 LF of 6-inch waterline which connects from the existing 8-inch waterline south of the District Headquarters Building to the WTP facility, installation of a double detector check, meters and fire hydrant at the facility per District Standards.

l. Subtask 11.12 – Install Site Drains

This subtask includes the construction of 300 LF of 12-inch PVC drain lines connected to the building roof drainage system and the construction of three grated concrete reinforced catch basins. Catch basins and drain lines to be connected to existing site drainage.

m. Subtask 11.13 – Construct Retaining Wall

This subtask includes constructing a type 'A' masonry retaining wall per APWA STD 618-1 approximately 100 feet in length with dovetailed landscape block ends.

n. Subtask 11.14 – Regrading

This subtask includes the regrading of the site in preparation for final paving.

o. Subtask 11.15 – Fence Construction

This subtask includes removing and replacing in kind the existing 6-foot high chain link fencing.

p. Subtask 11.16 – Site Paving

Approximately 18,300 square feet of asphalt concrete pavement will be required at the site. This subtask also includes the construction of concrete ramps at the entrances to the proposed WTP plant and approximately 400 LF of 10-inch high asphalt concrete berm to direct site drainage.

q. Subtask 11.17 – Punch List and Demobilization

After construction, the punch list of unresolved issues will be completed, followed by demobilization of the construction equipment.

**BUDGET CATEGORY (e): ENVIRONMENTAL COMPLIANCE/MITIGATION/ ENHANCEMENT**

**Task 12: Environmental Compliance/Mitigation/Enhancement**

CEQA was completed with a Notice of Determination Filing Date of September 8, 2009. The District adopted a Mitigated Negative Declaration and a Mitigation Reporting Program dated August 28, 2009, that will track the implementation of the mitigation measures contained in the Initial Study.

Deliverables: Mitigation Reporting Program

**BUDGET CATEGORY (f): CONSTRUCTION ADMINISTRATION**

**Task 13: Construction Administration**

During construction, District staff and/or qualified engineering consultants will provide construction management and administration, including daily on-site observation; inspection of material and fabrication processes at the factory; testing of materials used for construction, including soils and concrete; and documentation of these activities. The District will require the contractor to submit monthly progress reports to accompany each invoice. The District will compile the major items in the monthly progress reports into Quarterly reports to accompany invoices to the State.

Deliverables: Specific reports as required by DWR and SAWPA

**BUDGET CATEGORY (g): OTHER COSTS**

**Task 14 – Other Costs**

The District has incurred costs to prepare the grant application by using engineering consultants.

**BUDGET CATEGORY (h): CONSTRUCTION/IMPLEMENTATION CONTINGENCY**

**Task 15 – Contingency**

A construction implementation contingency is included for this project to cover the anticipated costs to manage unknown conditions that may be encountered during construction or implementation of the project and may cover items that are not yet known in the design. It was estimated at 10 percent of the total construction costs for the project.

**Project (I) Chino Creek Wellfield Development (WMWD)**

Overview: The Chino Creek Wellfield Development Project, Wells 1, 2, and 3 (Project) is a component of the larger Chino Creek Wellfield (CCWF) Development Project. The Chino Creek Wellfield Development Project is part of the Chino Desalter Phase 3 Expansion, and consists of the development of three production wells. Total new well production capacity from the three wells would be approximately 2,900 acre-feet per year. The project will increase local supplies and facilitate responsible groundwater management, protect downstream users, and promote regional cooperation.

**BUDGET CATEGORY (a): DIRECT PROJECT ADMINISTRATION COSTS**

**Task 1: Administration**

The proposed project will be built by Western as part of its responsibilities as a member of the Chino Basin Desalter Authority (CDA). As such Western will coordinate design and other decisions related to the Chino Creek Wellfield with the Chino Basin Desalter Authority.

Project administration includes administration of grant and construction contracts, preparation of reports and plans, coordination of design contracts, and other activities needed to facilitate design and construction.

Deliverables: Preparation of invoices and other deliverables as required as required by the grant agreement.

**Task 2: Labor Compliance Program**

Public Resources Code section 75075 requires that any entity awarding a contract for a public works project financed in any part with funds made available by Proposition 84 must adopt and enforce a Labor Compliance Plan. Western/CDA will contract with a third party to perform Labor Compliance.

Deliverables: Submission of Labor Compliance Program.

### **Task 3: Reporting**

Western will prepare and submit quarterly progress reports and invoices to SAWPA. Western will require the contractor to submit monthly progress reports to accompany each invoice. The progress reports will describe activities undertaken and accomplishments of each task during the milestones achieved, and any problems encountered in the performance of the work under this contract. A final summary report will be prepared and submitted once the project is completed. A project monitoring plan report will also be prepared and submitted prior to disbursement of grant funds. Other items required by the grant contract will also be submitted to DWR.

Deliverables: Project Monitoring Plan Report, Quarterly Progress Reports, and Final Summary Report at Completion.

### **BUDGET CATEGORY (b): LAND PURCHASE/EASEMENT**

#### **Task 4: Land Agreements**

The three well sites are located in the vicinity of 7200 Kimball Avenue, 7700 Kimball Avenue, and 8100 Kimball Avenue in the City of Chino, just south of the Chino Airport. Well locations are approximate based on groundwater modeling, but will be refined to reflect constraints of property available and utility locations (e.g., sanitary sewers and overhead power lines). Western will need to secure use of these sites (long-term easement, purchase, or lease).

Deliverables: Applicable land appraisals, landowner agreements.

### **BUDGET CATEGORY (c): PLANNING/ENGINEERING/ENVIRONMENTAL DOCUMENTATION**

#### **Task 5: Assessment and Evaluation**

Project feasibility studies and environmental documentation has already been completed including:

- a. *Chino Desalter Phase 3 Comprehensive Predesign Report* dated May 2010 prepared by Carollo Engineers: This study evaluates hydraulic control of the Chino Basin. Additionally, this report describes the standard criteria for new well equipment for the Chino Desalter Phase 3 project. Chapter 8 of the report provides estimates of capital and O&M costs for the Chino Desalter Phase 3 project, including wells 1 through 3.
- b. *Preliminary Design Report for the Chino Creek Wellfield and Chino Expansion Wellfield Chino Desalter Phase III Project* dated September 2009 prepared by Geoscience: This report provides preliminary designs, design criteria, ground water production estimates, and estimates of anticipated geohydrologic conditions for both the Chino Creek and Chino II expansion wellfields.

Deliverables: Comprehensive Predesign Report and Preliminary Design Report listed above.

#### **Task 6: Final Design**

Final Design for Well Drilling, Construction, Development and Testing were completed in April 2011. Bid documents for well drilling were completed in July 2011. A notice to proceed for design of well equipping is anticipated in May 2012. Well equipping design is anticipated to be complete in November 2012.

Deliverables: Completion of final project plans and specifications and bid documents for both well drilling and development and equipping.

#### **Task 7: Environmental Documentation**

The *Final Initial Study and Mitigated Negative for Chino Desalter Phase 3 Expansion*, adopted by CDA in January 2011, provides CEQA documentation for the Project. The Initial Study found that although the proposed project could have a significant effect on the environment, there will not be a significant effect due to mitigation measures.

The cost of the environmental documentation is being reimbursed through another grant program, hence Western will not seek reimbursement for these costs nor will Western use these costs as part of their required match. However, Western recognizes that completion of CEQA is a necessary task.

Deliverables: Final Mitigated Negative Declaration

#### **Task 8: Permitting**

Well development will require compliance with the National Pollutant Discharge Elimination System and specific well sites will require approval from the Chino Basin Watermaster. Western will require the construction contractor to prepare and implement a Storm Water Pollution Prevention Plan, consistent with the General Construction Activity Storm Water NPDES (General Permit).

Western will coordinate with the Chino Basin Watermaster to determine final CCWF Well 1, 2, and 3 locations. No construction will begin until Western receives a letter from the Chino Basin Watermaster concurring with the well site locations.

Deliverables: Stormwater Pollution Prevention Plan, Concurrence Letter from Chino Basin Watermaster.

### **BUDGET CATEGORY (d): CONSTRUCTION/IMPLEMENTATION**

#### **Task 9: Construction Contracting**

Well drilling for the Project was advertised for bidding through standard Western/CDA procedures in August 2011. Western/CDA held a pre-bid meeting and responded to questions from contractors. The drilling contract was awarded in September 2011 and the Notice to Proceed was issued in October 2011.

CDA will advertise for design and implementation of well equipping using standard CDA procedures.

Deliverables: Summary of Bid Process for well drilling and well equipping.

#### **Task 10: Construction**

A Notice to Proceed for drilling and development of Wells 1, 2, and 3 was issued October 21, 2011 to Best Drilling and Pump. Drilling of Well 2 began in November 2011, drilling of Well 3 began in December 2011. Drilling of Well 1 is anticipated in February 2012. The total mobilization/construction/demobilization schedule of each well is approximately 15 weeks each. Construction of the wells is anticipated to be complete by June 2012. Well equipping is anticipated to occur from March 2013 to February 2014.

a. Subtask 10.1 – Mobilization and Site Preparation

Mobilization and site preparation will involve mobilizing a fluid reverse circulation rotary drilling rig and its associated equipment to the well site including sound barriers for noise control, reservoirs for fluid containment, solids control equipment, and a working geologist.

b. Subtask 10.2 – Project Construction

Construction activities will consist of the following:

1. Drilling (using reverse rotary method), installing and cementing a 36-inch OD conductor casing to a depth of 50 ft within a 48-inch diameter borehole.
2. Drilling and sampling the 17 ½ -inch diameter pilot borehole to total depth with deviation surveys being performed every 100 ft.
3. Conditioning and cleaning the borehole, if necessary, prior to running the specified geophysical borehole logs.
4. Performing isolated aquifer zone testing within the pilot borehole.
5. Destroying the borehole in accordance with County of San Bernardino requirements if unsuitable as a production well. If suitable, the following steps will be completed:
6. Enlarging the pilot borehole from 17 ½ inches to 28 and 32 inches in diameter to total depth.

7. Performing a caliper survey on the enlarged borehole less than six hours prior to the installation of the casing and screen.
8. Installing 18-inch ID casing and louvered well screen within the reamed borehole, with centralizers, sounding tube, and two (2) gravel feed pipes as necessary.
9. Installing an artificial filter pack in the annular space between the casing and/or screen and the borehole wall, and install surface seal as necessary.
10. Performing initial development by airlifting and swabbing from between packers.
11. Cleaning out the blank casing below the screened interval.
12. Construction of pump buildings and associated piping connections.

c. Subtask 10.3 – Performance Testing and Demobilization

Performance testing and demobilization activities will consist of the following:

1. Demobilizing the drilling rig and associated drilling equipment.
2. Mobilizing the test pump and support equipment.
3. Installing a deep well turbine test pump with a variable speed engine.
4. Performing final development using a deep well turbine test pump.
5. Performing well and aquifer tests (including step drawdown, constant rate and recovery tests).
6. Collecting water quality samples for Title 22 (California Code of Regulations) and other selected analyses.
7. Performing a spinner (flow meter) survey prior to the end of the constant rate pumping test.
8. Removing the test pump from the well.
9. Performing a gyroscopic alignment survey of the well.
10. Bailing the well to remove sediments, which have accumulated during test pumping.
11. Performing a dual-cam video survey of the well.
12. Demobilizing all equipment, including site cleanup, restoration and wellhead completion.

d. Subtask 10.4 – Well Equipping

Well Equipping activities will consist of the following:

1. Ordering and manufacture of pumps, motors, and switch gear equipment
2. Site work including yard piping, minor structures, utility connection, and fencing
3. Mechanical equipment installation
4. Connection to raw water delivery system
5. Start up and testing of equipment

**BUDGET CATEGORY (e): ENVIRONMENTAL COMPLIANCE/MITIGATION/ ENHANCEMENT**

**Task 11: Environmental Compliance/Mitigation/Enhancement**

Western requires the construction contractor to follow mitigation measures identified in the CEQA documentation. Mitigation measures include requiring the contractor to comply with, and implement, the Stormwater Pollution Prevention Program, utilize practices to limit the potential for release of hazardous materials, restricting access to the construction. In addition, Western will require that all areas, except those areas occupied by structures or hardscapes, be re-vegetated, either with native vegetation in natural landscapes or in accordance with a landscape plan in man-made landscape areas.

**BUDGET CATEGORY (f): CONSTRUCTION ADMINISTRATION**

**Task 12: Construction Administration**

During construction, Western staff and/or qualified engineering consultants will provide construction management and administration, including daily on-site observation; inspection of materials used for construction, including soils and concrete; and documentation of these activities.

**BUDGET CATEGORY (h): CONSTRUCTION/IMPLEMENTATION CONTINGENCY**

**Task 13: Contingency**

Task 13 will cover unforeseen site conditions or design shortfalls identified after construction commences.

**PROJECT (M) IMPAIRED GROUNDWATER RECOVERY (IRWD)**

Overview: The Impaired Groundwater Recovery project, also known as the Wells 21 and 22 Project will recover and treat impaired groundwater to increase local drinking water supplies for the Irvine Ranch Water District (IRWD) service area to meet growing demands. The Project will supplement IRWD's current annual potable supplies, reduce demands of imported water, and increase IRWD's diversity of local supply. The projected Wells 21 and 22 Project yield is expected to be 6,330 acre-feet per year (AFY). IRWD currently receives imported treated water from the Metropolitan Water District of Southern California (MWD).

**BUDGET CATEGORY (a): DIRECT PROJECT ADMINISTRATION COSTS**

**Task 1: Administration**

IRWD staff will administer the project with consultants and construction management. Project activities include, but are not limited to, plan and specifications review, review bid and contract documents, attend pre-bid conferences, review addenda as required, attend bid openings, review bids, prepare construction contracts for award, weekly project meetings, respond to requests for information, attend progress meetings, review pay requests, contractor contract administration, coordinate with project auditors, contract close-out, grant coordination, preparation of payment requests. IRWD administrative staff will prepare invoices and other deliverables as required.

Deliverables: Preparation of invoices and other deliverables as required.

**Task 2: Labor Compliance Program**

IRWD has retained consultants to perform labor compliance services including labor compliance program administration, meetings with contractors and subcontractors, review and monitoring of certified payroll records for payment of the proper prevailing wage rate, conduct regular random audits of the certified payroll reports and conduct field inspections to confirm proper jobsite postings, interview workers to confirm water rate classification.

**Task 3: Reporting**

IRWD shall prepare and submit a project monitoring plan, quarterly, annual and final reports as specified in the Grant Agreement.

Deliverables: Submission of project monitoring plan, quarterly, annual and final reports as specified in the Grant Agreement.

## **BUDGET CATEGORY (b): LAND PURCHASE/EASEMENT**

### **Task 4: Land Purchase/Easement**

IRWD acquired the 1.88-acre site for the project treatment plant in March 2010. The pipelines for distribution system connection are primarily located within public street rights-of-way. IRWD has confirmed right-of-way requirements in the design phase for all project elements.

Deliverables: Submission of grant deed for land purchase, copies of all applicable easements obtained for the project construction.

## **BUDGET CATEGORY (c): PLANNING/ENGINEERING/ENVIRONMENTAL DOCUMENTATION**

### **Task 5: Assessment and Evaluation**

IRWD has given extensive consideration to the details involved in construction of a desalting facility in the proposed project area and has examined other alternatives, generally classified by 1) alternative technologies, 2) alternative locations, 3) raw water conveyance, 4) product water connections, and 5) brine disposal alternatives. Preliminary engineering analysis was conducted in 2009 to ascertain the feasibility of equipping Wells 21 and 22 and treating the raw water for supply into IRWD's potable water system. The draft PDR and final PDR (March 2010) are referenced herein. The PDR evaluated available treatment sites, viable treatment technologies, potential for additional wells, and brine disposal options. The PDR recommends the reverse osmosis (RO) membrane process which will provide a barrier for rejecting the chemicals of concern. Further, because the RO are non-selective processes with high rejection rates, they are of great value in addressing future contaminants of concern.

The PDR summarizes the facilities necessary to utilize the degraded groundwater for potable water supply and reduce the demand for imported water. The PDR provides a thorough analysis of the water quality and treatment evaluations which show the amount of water treated and salts and nitrates removed by the treatment plant. The Preliminary Design Report was included with the project information on SAWPA's FTP site.

Deliverables: Submission of technical studies.

### **Task 6: Final Design**

The Preliminary Design Report shows 30 percent design of the project facilities). IRWD awarded a design/build contract in August 2010 for the treatment plant, awarded construction of the wellheads in July 2011 and awarded construction of the pipelines in August 2011. IRWD provides general administration over the final design and weekly meetings. The final design includes such tasks as:

- Surveying, site topography, contours, horizontal and vertical controls, and existing utilities, property lines and rights-of-way.
- A preliminary geotechnical investigation will be performed prior to preparation of the final design documents to identify impediments to the planned alignment of the pipeline.
- Review of geotechnical report.
- Conduct pilot testing, if necessary.
- Preparation and review of design drawings, including civil, hydraulic, process, architectural, structural, mechanical and instrumentation design for all project components.
- Preparation and review of technical specifications.
- Preparation and review of construction cost estimates at each stage of design completion.
- Obtain permits, rights-of-ways and easements necessary for the project.
- Review design drawings, technical specifications, and construction cost estimate for review at the 30 percent, 60 percent, and 90 percent completion stages.
- Receive 100 percent final construction contract documents and engineer's estimate.
- Prepare and review bid and contract documents.

Deliverables: Completion of project plans and specifications at the 90 percent and final level.

#### **Task 7: Environmental Documentation**

The Wells 21 and 22 Project is subject to the environmental review process established in CEQA. IRWD complied with CEQA by preparing an Initial Study and adopting a Mitigated Negative Declaration. In addition, this project was selected to receive federal funding through IRWD's Title XVI authorization and will require compliance with NEPA. An environmental assessment (EA) was also completed on this project as required in federal funding assistance. CEQA and NEPA environmental review work for the Project began in August 2009. Environmental certification was completed on February 8, 2010.

Deliverables: Approved and adopted CEQA/NEPA documentation

#### **Task 8: Permitting**

Regulatory requirements for the Wells 21 and 22 Project include the following:

- State of California Department of Public Health, Office of Drinking Water, amended water supply permit.
- Orange County Sanitation District, special purpose discharge permit.
- Orange County Air Pollution Control District, permits to construct and operate.
- City of Tustin, conditional use (courtesy review), encroachment and construction permits.
- City of Irvine, encroachment permit.
- Caltrans, encroachment permit.
- OCTA Metrolink, right of entry/crossing permit.
- The Irvine Company, right or entry/encroachment permit.
- County of Orange, encroachment and flood discharge permits.
- California Department of Fish and Game 1602 Streambed Alteration permit (jack and bore at Peters Canyon and Santa Fe channels).
- Regional Water Quality Control Board, storm water discharge during construction, and De Minimus permit for well water dewatering and plant air gap discharges.

The treatment plant site was purchased by IRWD and pipelines for distribution system connection are primarily located within public street rights-of-way. IRWD confirmed right-of-way requirements in the design phase for all project elements.

Deliverables: Copies of applicable permits

#### **BUDGET CATEGORY (d): CONSTRUCTION/IMPLEMENTATION**

##### **Task 9: Construction Contracting**

IRWD awarded a design/build contract in August 2010 for the treatment plant and awarded construction of the wellheads in July 2011 and pipelines in August 2011. During the bid phase engineering services include:

- Attend pre-bid conferences
- Interpret construction contract documents as needed
- Prepare addenda as required
- Attend bid openings and receive and review bids
- Prepare construction contracts for award

Deliverables: Summary of Bid Process

**Task 10: Construction**

Overview: The construction task items will include:

- Installation of supply facilities (wellheads)
- Construction of groundwater transmission pipelines
- Construction of treatment facilities
- Construction of finished water transmission pipeline
- Construction of brine line

a. Subtask 10.1 - Mobilization and Site Preparation

Construction crews will mobilize and prepare site for construction activities.

b. Subtask 10.2 - Project Construction

Well Pump Construction.

Well pumps will be constructed for the existing Wells 21 and 22. The treatment design criteria and hydraulic design parameter were combined with IRWD standards to determine the size, type, and candidate manufacturers for the mechanical equipment associated with the Project. Mechanical equipment includes pumps/motors, control/isolation valves, flow meters, piping, backflow prevention, miscellaneous appurtenances (such as exhaust, supply fans, air vents, hose bibs, backflow preventers, sump pumps, and sample stations), and provisions for surge control. Electrical and instrumentation control panels will also be included. The PDR recommends submersible pumps and electric motors for the wellhead pumps.

*Groundwater conveyance pipeline.*

An untreated water conveyance pipeline ranging in size from 12-inch to 24-inch diameter will be constructed to deliver 4,900 gallons per minute (gpm) of untreated water from the well sites to the treatment plant. The proposed groundwater pipeline will consist of two reaches: (1) approximately 680 lineal feet of 12-inch diameter pipe from Well 21 site to the Well 22 site; and (2) approximately 6,100 lineal feet of 18-inch and 24-inch diameter pipe extending from the Well 22 site to the proposed treatment plant site. Construction methods will include a combination of open-trench and trenchless construction methods. Jack and bore construction, will be required for crossing the railroad and drainage channels along the untreated water conveyance pipeline. Open-trenching will require pavement replacement in paved right-of-way. Traffic control will be required during construction in compliance with the local agency requirements.

*Treatment facilities.*

The proposed treatment facility will be sized and constructed to treat approximately seven mgd of groundwater supplies from Wells 21 and 22 using RO membrane technology to treat the impaired groundwater. Primary components of the treatment plant construction include:

- Cartridge filters to remove residual sand and other particulates
- Acid and threshold inhibitor addition for scale control
- RO membrane feed pumps for boosting RO feed pressure
- RO membrane trains for removing dissolved solids and nitrates
- Decarbonators for post treatment pH adjustment and stabilization
- Post treatment chemical conditioning, including pH adjustment, disinfection and corrosion inhibitor
- Product water pumps to transfer finished water to the distribution system

- Chemical storage and feed systems (for scale inhibitor, sulfuric acid, caustic soda, sodium hydroxide, sodium hypochlorite, ammonia, and corrosion inhibitor)
- Clearwell
- Bypass flows
- Brine discharge piping
- Electrical, instrumentation and controls
- Building and site civil work

*Product water Pipeline.*

A 24-inch diameter product water pipeline will be constructed to deliver water from the treatment plant product water pump station to the proposed IRWD Zone 1 tie-in point. The Project consists of new facilities for treatment and connection to the IRWD potable water distribution system. No improvements to IRWD's potable water distribution system beyond the points of connection are included in this Project.

c. Subtask 10.3 - Performance Testing and Demobilization

Start-up Testing tasks will include the following facilities:

- Supply facilities (wellhead) testing
- Groundwater transmission pipeline testing
- Treatment facilities testing
- Finished product water transmission pipeline testing

After operation of the project begins, the project yield, water quality, volume and concentration of influent and waste brines will be measured to determine effectiveness. Flow rates will be monitored and the water production of the treatment plant will be recorded for the potable system. In addition, the brine flows will be measured to determine the rate of recovery of the RO treatment processes. The success of the project components will be indicated by the annual production of potable water and by the amount of TDS and nitrates removed from the basin as waste brines are discharged to the ocean via the OCSD collection and treatment system.

Wells will be monitored for Title 22 water quality compliance, including TDS and nitrates. The water quality will be used to assess the baseline quality and the performance of the potable treatment system. Both static water level and pumped water levels will be monitored to determine any changes in the direction of groundwater flow. The well field water levels will be incorporated into the groundwater monitoring program administered by the OCWD. Title 22 compliance of the finished product water will be monitored. The efficiency of the RO membranes will be determined as well as the brine water quality. Because RO membranes will need to be replaced periodically, the RO systems will be monitored for fouling, scaling, and effectiveness of the membrane cleaning process.

As part of the Project, TDS and nitrates will be measured prior to the treatment plant and after treatment in the brine stream and the product water stream. Flow will be monitored using IRWD's Supervisory Control and Data Acquisition (SCADA) system. Flow data will be collected and recorded in the system from each designated flow monitor. One flow monitor will be placed at each of the monitoring locations. The flow monitor will continuously collect data which is summarized into daily, monthly and annual reports.

**BUDGET CATEGORY (e): ENVIRONMENTAL COMPLIANCE/MITIGATION/ ENHANCEMENT**

**Task 11: Environmental Compliance/Mitigation/Enhancement**

IRWD completed environmental review for the Project in February 2010. IRWD has adopted mitigation measures to be performed during and after construction of the Project facilities. These mitigation measures are in the areas of aesthetics, biological resources, cultural resources, geology, soils, noise, and transportation/traffic. With

incorporation of adopted mitigation measures, the temporary impacts associated with construction would be reduced to less than significant levels and would not adversely affect the environment.

#### **BUDGET CATEGORY (f): CONSTRUCTION ADMINISTRATION**

##### **Task 12: Construction Administration**

Construction management tasks will include the following:

- a. Contractor contract administration.
- b. Review contractor shop drawing submittals.
- c. Respond to requests for information.
- d. Attend progress meetings and review pay requests.
- e. Inspect construction.
- f. Perform materials testing.
- g. Prepare record drawings.
- h. Contract administration and close out.
- i. Coordinate with project auditors.

#### **BUDGET CATEGORY (h): CONSTRUCTION /IMPLEMENTATION CONTINGENCY**

##### **Task 13: Contingency**

Contingency funds are included in the project budget to account for unanticipated, unforeseen, and/or unexpected conditions during the execution of the project. The contingency budget is reserved for use on items such as construction change orders, changed field conditions, additional design services associated with field modifications, and other unanticipated items.

#### **Grant Administration SAWPA**

Overview: Grant Administration includes coordination with sub-grantees and DWR as well as the collection and review of deliverables and invoices from sub-grantees to ensure that all items submitted to DWR are on time meet the terms of the agreement.

#### **BUDGET CATEGORY (a): DIRECT PROJECT ADMINISTRATION COSTS**

##### **Task 1: Administration/Reporting**

SAWPA will coordinate with sub-grantees to monitor project progress and obtain project deliverables, progress reports and invoices to meet DWR deadlines. SAWPA will review all items submitted by sub-grantees to verify accuracy and consistency with terms of the agreement. SAWPA also will prepare project completion reports for each project completed as well as prepare a Grant Completion report upon completion of all projects.

The Quarterly Progress Reports will include a brief description of the work performed, the sub-grantees' activities, milestones achieved as well as any accomplishments and issues encountered.

Invoices will be submitted quarterly, and will include costs incurred for the work performed during the period as well as appropriate receipts.

Project Completion Reports will be submitted for each completed project. This report will include a description of the actual work done, any changes or amendments to each project, a final schedule comparing actual progress and planned progress, and copies of final documents or reports generated or used during the project. If applicable, this report also will include a certification of the final project by a registered civil engineer.

Once all the projects have been completed, SAWPA will submit a Grant Completion Report. This report will be submitted after the last Project Completion Report, and will include the reimbursement status, a brief description of each project completed, and how the projects will further the goals of the IRWM Plan as well as identify any changes to the IRWM Plan as a result of project implementation.

A Project Performance Report will be submitted annually for each project that is completed and operational, after the first year of operation, for a total of ten years.

Deliverables: Quarterly Progress Reports, Invoices, Project Completion Reports, Grant Completion Report, Project Performance Report

**EXHIBIT B**  
**SCHEDULE**

















**EXHIBIT C  
BUDGET**

For the Projects that include relatively high cost share amounts, Grantee's cost share has been divided into "Required Cost Share" and "Additional Cost Share. Reporting is mandatory for the Required Cost Share (Funding Match, i.e., twenty five percent of the total project cost). Additional Cost Share means any cost share exceeding 25% and reporting is not mandatory. Grantee is required to maintain records of all cost share (Required and Additional), but Grantee is only responsible for providing documentation to the State to substantiate the Required Cost Share amount (i.e. 25%) unless otherwise requested by State. Retention will not be released until the entire project is complete (grant share, required cost share, and additional cost share).

Project	Cost Share	Funding Match (26%)	Grant Amount	Other State Funds Being Used	Total Project Cost	% Cost Share
Project (a) Groundwater Replenishment System - Flow Equalization (OCWD)	\$14,399,680	\$4,003,917	\$1,000,000	\$0	\$15,399,680	94%
Project (b) Sludge Dewatering, Odor Control, and Primary Sludge Thickening (OCSD)	\$137,115,600	\$35,910,056	\$1,000,000	\$0	\$138,115,600	99%
Project (c) East Garden Grove Wintersburg Channel Urban Runoff Diversion (C.Huntington Beach)	\$1,255,648	\$635,026	\$1,000,000	\$186,759	\$2,442,407	51%
Project(d) Remoland Line A Flood System (C.Manifee)	\$7,400,410	\$2,184,107	\$1,000,000	\$0	\$8,400,410	88%
Project (e) Santa Ana Watershed Viras Monitoring (SAWA)	\$269,207	\$225,994	\$600,000	\$0	\$869,207	31%
Project (f) Mill Creek Wetlands (C.Ontario)	\$14,355,000	\$5,292,300	\$1,000,000	\$5,000,000	\$20,355,000	71%
Project (g) Cactus Basin (SBCFCD)	\$8,250,752	\$2,405,196	\$1,000,000	\$0	\$9,250,752	89%
Project (h) Inland Empire Brine Line Rehabilitation and Enhancement (SAWPA)	\$698,153	\$698,153	\$1,000,000	\$5,234,576	\$6,932,729	10%
Project (i) Arlington Desalter Interconnection Project (C.Corona)	\$948,049	\$350,493	\$400,000	\$0	\$1,348,049	70%
Project (j) Perris II Desalter (EMWD)	\$1,335,752	\$607,296	\$1,000,000	\$0	\$2,335,752	57%
Project (k) Perchlorate Wellhead Treatment System Pipeline (WVWD)	\$419,000	\$368,940	\$1,000,000	\$0	\$1,419,000	30%
Project (l) Chino Creek Wellhead Development (WVWD)	\$5,331,118	\$1,646,091	\$1,000,000	\$0	\$6,331,118	84%
Project (m) Impaired Groundwater Recovery (IRWD)	\$36,321,970	\$9,703,712	\$1,000,000	\$0	\$37,321,970	97%
Grant Administration SAWPA	\$0	\$0	\$660,004	\$0	\$660,004	0%
<b>Grant Total</b>	<b>\$228,100,339</b>	<b>\$64,031,281</b>	<b>\$12,660,004</b>	<b>\$10,421,335</b>	<b>\$251,181,678</b>	<b>91%</b>

DWR approves invoice payments at the overarching Task-level. Subtasks are provided in the Work Plan and Budget for additional detail, and guidance for the project manager to be aware of when administering the Grant Agreement.

DWR will reimburse the grantee for costs incurred after the Grant Agreement is executed, using the concurrent drawdown by task method, plus retention. That is, if there is grantee cost match and DWR grant share associated with a task; then grant funds and local match dollars will be expended simultaneously in accordance with the percentage (proportion) of funds coming from local costs and grant funds shown in the Budget.

Example: A Grantee submits Invoice 1 that includes costs for Task 2 of a grant agreement; and Task 2 is split as local cost share of 25% and grant share as 75% for a total of \$100. If the grantee submits an invoice for \$4, then \$1 would be drawn down from the local cost match, and \$3 would be reimbursed from the grant share (minus 5% retention 0.15 cents). The total Invoice 1 reimbursement for the grantee would be \$2.85.

If the grantee submits invoices for allowable match costs for the period between September 30, 2008 and prior to initiation of the grant agreement, those costs at DWRs discretion, will be directly deducted from the grantees cost share [refer to Section V(L) on page 28 of the DWR IRWM Guidelines].

The retention withheld by DWR on each invoice, by task, will be released to the grantee upon: 1) DWRs receipt of a request for release of retention, and 2) confirmation by DWR that all deliverables shown in Exhibit A have been received.

<b>Project Budget</b>							
<b>Project (a) Groundwater Replenishment System - Flow Equalization (OCWD)</b>							
		(a)		(b)	(c)	(d)	(e)
	<b>Budget Category</b>	<b>Cost Share</b>	<b>Funding Match (28%)</b>	<b>Grant Amount</b>	<b>Other State Funds Being Used</b>	<b>Total Project Cost</b>	<b>% Cost Share</b>
(a)	Direct Project Administration Costs	\$85,000	\$22,100	\$0	\$0	\$85,000	100%
	Task 1 Administration	\$0	\$0	\$0	\$0	\$0	
	Task 2 Labor Compliance Program	\$20,000	\$5,200	\$0	\$0	\$20,000	
	Task 3 Reporting	\$65,000	\$16,900	\$0	\$0	\$65,000	
(b)	Planning/Design/Engineering/Environmental Documentation	\$1,077,000	\$280,020	\$0	\$0	\$1,077,000	100%
	Task 4 Assessment and Evaluation	\$300,000	\$78,000	\$0	\$0	\$300,000	
	Task 5 Final Design	\$757,000	\$196,820	\$0	\$0	\$757,000	
	Task 6 Environmental Documentation	\$20,000	\$5,200	\$0	\$0	\$20,000	
(c)	Construction/Implementation	\$10,631,920	\$3,024,299	\$1,000,000	\$0	\$11,631,920	91%
	Task 7 Construction Activities	\$10,631,920	\$3,024,299	\$1,000,000	\$0	\$11,631,920	
(d)	Environmental Compliance/Mitigation/Enhancement	\$10,000	\$2,600	\$0	\$0	\$10,000	100%
	Task 8 Environmental Compliance/Mitigation/Enhancement	\$10,000	\$2,600	\$0	\$0	\$10,000	
(e)	Construction Administration	\$1,500,000	\$390,000	\$0	\$0	\$1,500,000	100%
	Task 9 Construction Administration	\$1,500,000	\$390,000	\$0	\$0	\$1,500,000	
(f)	Other Costs	\$470,000	\$122,200	\$0	\$0	\$470,000	100%
	Task 10 Other Costs	\$470,000	\$122,200	\$0	\$0	\$470,000	
(g)	Construction/Implementation Contingency	\$625,760	\$162,698	\$0	\$0	\$625,760	100%
	Task 11 Contingency	\$625,760	\$162,698	\$0	\$0	\$625,760	
(h)	<b>Grand Total</b>	<b>\$14,399,680</b>	<b>\$4,003,917</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$15,399,680</b>	<b>94%</b>

Project Budget						
Project (b) Sludge Dewatering, Odor Control, and Primary Sludge Thickening (OCSD)						
	(a)		(b)	(c)	(d)	(e)
Budget Category	Cost Share	Funding Match (26%)	Grant Amount	Other State Funds Being Used	Total Project Cost	% Cost Share
(a) Direct Project Administration Costs	\$4,000,000	\$1,040,000	\$0	\$0	\$4,000,000	100%
Task 1 Administration	\$3,600,000	\$936,000	\$0	\$0	\$3,600,000	
Task 2 Labor Compliance Program	\$200,000	\$52,000	\$0	\$0	\$200,000	
Task 3 Reporting	\$200,000	\$52,000	\$0	\$0	\$200,000	
(b) Land Purchase/Easement	\$0	\$0	\$0	\$0	\$0	0%
(c) Planning/Design/Engineering/Environmental Documentation	\$6,565,600	\$1,967,056	\$1,000,000	\$0	\$7,565,600	87%
Task 4 Assessment and Evaluation	\$1,065,000	\$276,900	\$0	\$0	\$1,065,000	
Task 5 Final Design	\$5,000,000	\$1,560,000	\$1,000,000	\$0	\$6,000,000	
Task 6 Environmental Documentation	\$200,000	\$52,000	\$0	\$0	\$200,000	
Task 7 Permitting	\$300,000	\$78,000	\$0	\$0	\$300,000	
(d) Construction/Implementation	\$103,000,000	\$26,780,000	\$0	\$0	\$103,000,000	100%
Task 8 Construction Contracting	\$1,000,000	\$260,000	\$0	\$0	\$1,000,000	
Task 9 Construction	\$102,000,000	\$26,520,000	\$0	\$0	\$102,000,000	
(e) Environmental Compliance/Mitigation/Enhancement	\$200,000	\$52,000	\$0	\$0	\$200,000	100%
Task 10 Environmental Compliance/Mitigation/Enhancement	\$200,000	\$52,000	\$0	\$0	\$200,000	
(f) Construction Administration	\$13,000,000	\$3,380,000	\$0	\$0	\$13,000,000	100%
Task 11 Construction Administration	\$13,000,000	\$3,380,000	\$0	\$0	\$13,000,000	
(g) Legal Costs	\$250,000	\$65,000	\$0	\$0	\$250,000	100%
Task 12 Legal Costs	\$250,000	\$65,000	\$0	\$0	\$250,000	
(h) Construction/Implementation Contingency	\$10,100,000	\$2,626,000	\$0	\$0	\$10,100,000	100%
Task 13 Contingency	\$10,100,000	\$2,626,000	\$0	\$0	\$10,100,000	
(i) Grand Total	\$137,115,600	\$35,910,056	\$1,000,000	\$0	\$138,115,600	99%

<b>Project Budget</b>							
<b>Project (c) East Garden Grove Wintersburg Channel Urban Runoff Diversion (C. Huntington Beach)</b>							
		(a)		(b)	(c)	(d)	(e)
<b>Budget Category</b>		<b>Cost Share</b>	<b>Funding Match (26%)</b>	<b>Grant Amount</b>	<b>Other State Funds Being Used</b>	<b>Total Project Cost</b>	<b>% Cost Share</b>
<b>(a)</b>	Direct Project Administration Costs	\$14,667	\$4,619	\$0	\$3,099	\$17,766	83%
	Task 1 Administration	\$4,667	\$1,213	\$0	\$0	\$4,667	
	Task 2 Labor Compliance Program	\$8,000	\$2,080	\$0	\$0	\$8,000	
	Task 3 Reporting	\$2,000	\$520	\$0	\$0	\$2,000	
<b>(b)</b>	Land Purchase/Easement	\$0	\$0	\$0	\$0	\$0	0%
<b>(c)</b>	Planning/Design/Engineering/Environmental Documentation	\$198,806	\$99,441	\$0	\$183,660	\$382,466	52%
	Task 4 Assessment and Evaluation	\$113,806	\$29,590	\$0	\$0	\$113,806	
	Task 5 Final Design	\$20,000	\$5,200	\$0	\$0	\$20,000	
	Task 6 Environmental Documentation	\$50,000	\$13,000	\$0	\$0	\$50,000	
	Task 7 Permitting	\$15,000	\$3,900	\$0	\$0	\$15,000	
<b>(d)</b>	Construction/Implementation	\$692,270	\$439,990	\$1,000,000	\$0	\$1,692,270	41%
	Task 8 Construction Contracting	\$1,000	\$260	\$0	\$0	\$1,000	
	Task 9 Construction	\$691,270	\$439,730	\$1,000,000	\$0	\$1,691,270	
<b>(e)</b>	Environmental Compliance/Mitigation/Enhancement	\$8,800	\$2,288	\$0	\$0	\$8,800	100%
	Task 10 Environmental Compliance/ Mitigation/ Enhancement	\$8,800	\$2,288	\$0	\$0	\$8,800	
<b>(f)</b>	Construction Administration	\$174,510	\$45,373	\$0	\$0	\$174,510	100%
	Task 11 Construction Administration	\$174,510	\$45,373	\$0	\$0	\$174,510	
<b>(g)</b>	Other Costs	\$0	\$0	\$0	\$0	\$0	0%
<b>(h)</b>	Construction/Implementation Contingency	\$166,595	\$43,315	\$0	\$0	\$166,595	100%
	Task 12 Contingency	\$166,595	\$43,315	\$0	\$0	\$166,595	
<b>(i)</b>	<b>Grand Total</b>	<b>\$1,255,648</b>	<b>\$635,026</b>	<b>\$1,000,000</b>	<b>\$186,759</b>	<b>\$2,442,407</b>	<b>51%</b>

Project Budget						
Project(d) Romoland Line A Flood System (C.Menifee)						
	(a)		(b)	(c)	(d)	(e)
Budget Category	Cost Share	Funding Match (28%)	Grant Amount	Other State Funds Being Used	Total Project Cost	% Cost Share
(a) Direct Project Administration Costs	\$115,178	\$29,946	\$0	\$0	\$115,178	100%
Task 1 Administration	\$70,000	\$18,200	\$0	\$0	\$70,000	
Task 2 Labor Compliance Program	\$25,000	\$6,500	\$0	\$0	\$25,000	
Task 3 Reporting	\$20,178	\$5,246	\$0	\$0	\$20,178	
(b) Land Purchase/Easement	\$1,000,000	\$260,000	\$0	\$0	\$1,000,000	100%
Task 4 Land Purchase/Easement	\$1,000,000	\$260,000	\$0	\$0	\$1,000,000	
(c) Planning/Design/Engineering/Environmental Documentation	\$921,427	\$239,571	\$0	\$0	\$921,427	100%
Task 5 Assessment and Evaluation	\$50,000	\$13,000	\$0	\$0	\$50,000	
Task 6 Final Design	\$841,427	\$218,771	\$0	\$0	\$841,427	
Task 7 Environmental Documentation	\$20,000	\$5,200	\$0	\$0	\$20,000	
Task 8 Permitting	\$10,000	\$2,600	\$0	\$0	\$10,000	
(d) Construction/Implementation	\$3,702,482	\$1,222,645	\$1,000,000	\$0	\$4,702,482	79%
Task 9 Implementation	\$435,000	\$113,100	\$0	\$0	\$435,000	
Task 10 Construction Contracting	\$2,637,482	\$945,745	\$1,000,000	\$0	\$3,637,482	
(e) Environmental Compliance/Mitigation/Enhancement	\$1,000,000	\$260,000	\$0	\$0	\$1,000,000	100%
Task 11 Environmental Compliance/Mitigation/Enhancement	\$1,000,000	\$260,000	\$0	\$0	\$1,000,000	
(f) Construction Administration	\$376,199	\$97,812	\$0	\$0	\$376,199	100%
Task 12 Construction Administration	\$376,199	\$97,812	\$0	\$0	\$376,199	
(g) Other Costs	\$50,000	\$13,000	\$0	\$0	\$50,000	100%
Task 13 Other Costs	\$50,000	\$13,000	\$0	\$0	\$50,000	
(h) Construction/Implementation Contingency	\$235,124	\$61,132	\$0	\$0	\$235,124	100%
Task 14 Contingency	\$235,124	\$61,132	\$0	\$0	\$235,124	
(i) Grand Total	\$7,400,410	\$2,184,107	\$1,000,000	\$0	\$8,400,410	88%

<b>Project Budget</b>						
<b>Project (e) Santa Ana Watershed Vireo Monitoring (SAWA)</b>						
	(a)		(b)	(c)	(d)	(e)
<b>Budget Category</b>	<b>Cost Share</b>	<b>Funding Match (26%)</b>	<b>Grant Amount</b>	<b>Other State Funds Being Used</b>	<b>Total Project Cost</b>	<b>% Cost Share</b>
<b>(a)</b> Direct Project Administration Costs	\$6,484	\$5,645	\$15,228	\$0	\$21,712	30%
Task 1: Administration	\$3,111	\$2,699	\$7,269	\$0	\$10,380	
Task 2: Reporting	\$3,373	\$2,946	\$7,959	\$0	\$11,332	
<b>(b)</b> Land Purchase/Easement	\$0	\$0	\$0	\$0	\$0	0%
<b>(c)</b> Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$0	\$0	\$0	0%
Task 3 Environmental Documentation	\$0	\$0	\$0	\$0	\$0	
<b>(d)</b> Construction/Implementation	\$262,723	\$220,349	\$584,772	\$0	\$847,495	31%
Task 4 Vireo Monitoring	\$192,057	\$161,080	\$427,483	\$0	\$619,540	
Task 5 Cowbird Management	\$70,666	\$59,268	\$157,289	\$0	\$227,955	
<b>(e)</b> Environmental Compliance/Mitigation/Enhancement	\$0	\$0	\$0	\$0	\$0	0%
<b>(f)</b> Construction Administration	\$0	\$0	\$0	\$0	\$0	0%
<b>(g)</b> Other Costs	\$0	\$0	\$0	\$0	\$0	0%
<b>(h)</b> Construction/Implementation Contingency	\$0	\$0	\$0	\$0	\$0	0%
<b>(i)</b> Grand Total	\$269,207	\$225,994	\$600,000	\$0	\$869,207	31%

<b>Project Budget</b>							
<b>Project (f) Mill Creek Wetlands (C.Ontario)</b>							
		(a)		(b)	(c)	(d)	(e)
<b>Budget Category</b>		<b>Cost Share</b>	<b>Funding Match (26%)</b>	<b>Grant Amount</b>	<b>Other State Funds Being Used</b>	<b>Total Project Cost</b>	<b>% Cost Share</b>
<b>(a)</b>	Direct Project Administration Costs	\$200,000	\$52,000	\$0	\$0	\$200,000	100%
	Task 1 Administration	\$150,080	\$39,021	\$0	\$0	\$150,080	
	Task 2 Labor Compliance Report	\$24,960	\$6,490	\$0	\$0	\$24,960	
	Task 3 Reporting	\$24,960	\$6,490	\$0	\$0	\$24,960	
<b>(b)</b>	Land Purchase/Easement	\$525,000	\$302,100	\$0	\$0	\$525,000	100%
	Task 4 Land Purchase/Easement	\$525,000	\$302,100	\$0	\$0	\$525,000	
<b>(c)</b>	Planning/Design/Engineering/Environmental Documentation	\$500,000	\$500,000	\$0	\$2,060,000	\$2,560,000	20%
	Task 5 Assessment and Evaluation	\$0	\$303,680	\$0	\$1,168,000	\$1,168,000	
	Task 6 Final Design	\$0	\$78,000	\$0	\$300,000	\$300,000	
	Task 7 Environmental Documentation	\$300,000	\$231,920	\$0	\$592,000	\$892,000	
	Task 8 Permitting	\$200,000	\$52,000	\$0	\$0	\$200,000	
<b>(d)</b>	Construction/Implementation	\$9,620,000	\$3,525,600	\$1,000,000	\$2,940,000	\$13,560,000	71%
	Task 9 Construction Contracting	Include in Task 1	\$0				
	Task 10 Construction	\$9,620,000	\$3,525,600	\$1,000,000	\$2,940,000	\$13,560,000	
<b>(e)</b>	Environmental Compliance/Mitigation/Enhancement	\$120,000	\$31,200	\$0	\$0	\$120,000	100%
	Task 11 Environmental Compliance/Mitigation/Enhancement	\$120,000	\$31,200	\$0	\$0	\$120,000	
<b>(f)</b>	Construction Administration	\$678,000	\$176,280	\$0	\$0	\$678,000	100%
	Task 12 Construction Administration	\$678,000	\$176,280	\$0	\$0	\$678,000	
<b>(g)</b>	Other Costs	\$0**	\$0	\$0	\$0	\$0	
<b>(h)</b>	Construction/Implementation Contingency (Construction Only)	\$2,712,000	\$705,120	\$0	\$0	\$2,712,000	100%
	Task 13 Contingency	\$2,712,000	\$705,120	\$0	\$0	\$2,712,000	
<b>(i)</b>	<b>Grand Total</b>	<b>\$14,355,000</b>	<b>\$5,292,300</b>	<b>\$1,000,000</b>	<b>\$5,000,000</b>	<b>\$20,355,000</b>	<b>71%</b>

<b>Project Budget</b>						
<b>Project (g)Cactus Basin (SBCFCD)</b>						
	(a)		(b)	(c)	(d)	(e)
<b>Budget Category</b>	<b>Cost Share</b>	<b>Funding Match (26%)</b>	<b>Grant Amount</b>	<b>Other State Funds Being Used</b>	<b>Total Project Cost</b>	<b>% Cost Share</b>
<b>(a)</b> Direct Project Administration Costs	\$59,500	\$15,470	\$0	\$0	\$59,500	100%
Task 1 Administration	\$47,600	\$12,376	\$0	\$0	\$47,600	
Task 2 Labor Compliance Program	\$5,950	\$1,547	\$0	\$0	\$5,950	
Task 3 Reporting	\$5,950	\$1,547	\$0	\$0	\$5,950	
<b>(b)</b> Land Purchase/Easement	\$0	\$0	\$0	\$0	\$0	0%
<b>(c)</b> Planning/Design/Engineering/Environmental Documentation	\$164,000	\$42,640	\$0	\$0	\$164,000	100%
Task 4 Assessment and Evaluation	\$20,000	\$5,200	\$0	\$0	\$20,000	
Task 5 Final Design	\$84,000	\$21,840	\$0	\$0	\$84,000	
Task 6 Environmental Documentation	\$50,000	\$13,000	\$0	\$0	\$50,000	
Task 7 Permitting	\$10,000	\$2,600	\$0	\$0	\$10,000	
<b>(d)</b> Construction/Implementation	\$6,078,730	\$1,840,470	\$1,000,000	\$0	\$7,078,730	86%
Task 8 Construction Contracting	\$5,000	\$1,300	\$0	\$0	\$5,000	
Task 9 Construction	\$6,073,730	\$1,839,170	\$1,000,000	\$0	\$7,073,730	
<b>(e)</b> Environmental Compliance/Mitigation/Enhancement	\$45,600	\$11,856	\$0	\$0	\$45,600	100%
Task 10 Environmental Compliance/mitigation/Enhancement	\$45,600	\$11,856	\$0	\$0	\$45,600	
<b>(f)</b> Construction Administration	\$1,176,240	\$305,822	\$0	\$0	\$1,176,240	100%
Task 11 Construction Administration	\$1,176,240	\$305,822	\$0	\$0	\$1,176,240	
<b>(g)</b> Other Costs	\$14,250	\$3,705	\$0	\$0	\$14,250	100%
Task 12 Other Costs	\$14,250	\$3,705	\$0	\$0	\$14,250	
<b>(h)</b> Construction/Implementation Contingency	\$712,432	\$185,232	\$0	\$0	\$712,432	100%
Task 13 Contingency	\$712,432	\$185,232	\$0	\$0	\$712,432	
<b>(i)</b> Grand Total	\$8,250,752	\$2,405,196	\$1,000,000	\$0	\$9,250,752	89%

<b>Project Budget</b>							
<b>Project (h) Inland Empire Brine Line Rehabilitation and Enhancement (SAWPA)</b>							
		(a)		(b)	(c)	(d)	(e)
<b>Budget Category</b>		<b>Cost Share</b>	<b>Funding Match (26%)</b>	<b>Grant Amount</b>	<b>Other State Funds Being Used</b>	<b>Total Project Cost</b>	<b>% Cost Share</b>
<b>(a)</b>	Direct Project Administration Costs	\$0	\$0	\$0	\$440,034	\$440,034	0%
	Task 1 Administration	\$0	\$0	\$0	\$416,130	\$416,130	
	Task 2 Labor Compliance Program	\$0	\$0	\$0	\$23,904	\$23,904	
	Task 3 Reporting	\$0	\$0	\$0	\$0	\$0	
<b>(b)</b>	Land Purchase/Easement	\$0	\$0	\$0	\$0	\$0	0%
	Task 4 Land Purchase/Easement	\$0	\$0	\$0	\$0	\$0	
<b>(c)</b>	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$0	\$361,376	\$361,376	0%
	Task 5 Assessment and Evaluation	\$0	\$0	\$0	\$0	\$0	
	Task 6 Final Design	\$0	\$0	\$0	\$226,092	\$226,092	
	Task 7 Environmental Documentation	\$0	\$0	\$0	\$135,284	\$135,284	
	Task 8 Permitting	\$0	\$0	\$0	\$0	\$0	
<b>(d)</b>	Construction/Implementation	\$159,530	\$159,530	\$1,000,000	\$4,036,225	\$5,195,755	3%
	Task 9 Construction Contracting	\$0	\$0	\$0	\$0	\$0	
	Task 10 Construction	\$159,530	\$159,530	\$1,000,000	\$4,036,225	\$5,195,755	
<b>(e)</b>	Environmental Compliance/Mitigation/Enhancement	\$0	\$0	\$0	\$114,994	\$114,994	0%
	Task 11 Environmental Compliance/Mitigation/Enhancement	\$0	\$0	\$0	\$114,994	\$114,994	
<b>(f)</b>	Construction Administration	\$35,000	\$35,000	\$0	\$281,947	\$316,947	11%
	Task 12 Construction Administration	\$35,000	\$35,000	\$0	\$281,947	\$316,947	
<b>(g)</b>	Other Costs	\$0	\$0	\$0	\$0	\$0	0%
<b>(h)</b>	Construction/Implementation Contingency	\$503,623	\$503,623	\$0	\$0	\$503,623	100%
	Task 13 Contingency	\$503,623	\$503,623	\$0	\$0	\$503,623	
<b>(i)</b>	<b>Grand Total</b>	<b>\$698,153</b>	<b>\$698,153</b>	<b>\$1,000,000</b>	<b>\$5,234,576</b>	<b>\$6,932,729</b>	<b>10%</b>

<b>Project Budget</b>							
<b>Project (I) Arlington Desalter Interconnection Project (C.Corona)</b>							
		(a)		(b)	(c)	(d)	(e)
<b>Budget Category</b>		<b>Cost Share</b>	<b>Funding Match (26%)</b>	<b>Grant Amount</b>	<b>Other State Funds Being Used</b>	<b>Total Project Cost</b>	<b>% Cost Share</b>
(a)	Direct Project Administration Costs	\$24,807	\$6,450	\$0	\$0	\$24,807	100%
	Task 1 Administration	\$ 8,218	\$2,137	\$0	\$0	\$ 8,218	
	Task 2 Labor Compliance Program	\$12,480	\$3,245	\$0	\$0	\$12,480	
	Task 3 Reporting	\$4,109	\$1,068	\$0	\$0	\$4,109	
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0	\$0	0%
(c)	Planning/Design/Engineering/Environmental Documentation	\$80,042	\$20,811	\$0	\$0	\$80,042	100%
	Task 4 Final Design and Technical Specifications	\$78,802	\$20,489	\$0	\$0	\$78,802	
	Task 5 Environmental Documentation	\$0	\$0	\$0	\$0	\$0	
	Task 6 Permitting	\$1,240	\$322	\$0	\$0	\$1,240	
(d)	Construction/Implementation	\$604,800	\$261,248	\$400,000	\$0	\$1,004,800	60%
	Task 7 Construction Contracting	\$4,800	\$1,248	\$0	\$0	\$4,800	
	Task 8 Construction	\$600,000	\$260,000	\$400,000	\$0	\$1,000,000	
(e)	Environmental Compliance/Mitigation/Enhancement	\$0	\$0	\$0	\$0	\$0	0%
	Task 9 Environmental Compliance/Mitigation/Enhancement	\$0	\$0	\$0	\$0	\$0	
(f)	Construction Administration	\$76,400	\$19,864	\$0	\$0	\$76,400	100%
	Task 10 Construction Administration	\$76,400	\$19,864	\$0	\$0	\$76,400	
(g)	Other Costs	\$0	\$0	\$0	\$0	\$0	0%
(h)	Construction/Implementation Contingency	\$162,000	\$42,120	\$0	\$0	\$162,000	100%
	Task 11 Construction/Implementation Contingency	\$162,000	\$42,120	\$0	\$0	\$162,000	
(i)	<b>Grand Total</b>	<b>\$948,049</b>	<b>\$350,493</b>	<b>\$400,000</b>	<b>\$0</b>	<b>\$1,348,049</b>	<b>70%</b>

<b>Project Budget</b>							
<b>Project (J)Parris II Desalter (EMWD)</b>							
		(a)		(b)	(c)	(d)	(e)
	<b>Budget Category</b>	<b>Cost Share</b>	<b>Funding Match (26%)</b>	<b>Grant Amount</b>	<b>Other State Funds Being Used</b>	<b>Total Project Cost</b>	<b>% Cost Share</b>
(a)	Direct Project Administration Costs	\$0	\$0	\$0	\$0	\$0	0%
	Task 1 Administration	\$0	\$0	\$0	\$0	\$0	
	Task 2 Labor Compliance Program	\$0	\$0	\$0	\$0	\$0	
	Task 3 Reporting	\$0	\$0	\$0	\$0	\$0	
(b)	Land Purchase/Easement	\$23,750	\$23,750	\$71,250	\$0	\$95,000	25%
	Task 4 Land Purchase/Easement	\$23,750	\$23,750	\$71,250	\$0	\$95,000	
(c)	Planning/Design/Engineering/Environmental Documentation	\$184,500	\$47,970	\$0	\$0	\$184,500	100%
	Task 5 Assessment and Evaluation	\$95,000	\$24,700	\$0	\$0	\$95,000	
	Task 6 Final Design	\$89,500	\$23,270	\$0	\$0	\$89,500	
	Task 7 Environmental Documentation	\$0	\$0	\$0	\$0	\$0	
	Task 8 Permitting	\$0	\$0	\$0	\$0	\$0	
(d)	Construction/Implementation	\$704,750	\$425,660	\$928,750	\$0	\$1,633,500	43%
	Task 9 Construction Contracting	\$0	\$0	\$0	\$0	\$0	
	Task 10 Construction	\$704,750	\$425,660	\$928,750	\$0	\$1,633,500	
(e)	Environmental Compliance/Mitigation/Enhancement	\$0	\$0	\$0	\$0	\$0	0%
(f)	Construction Administration	\$247,300	\$64,298	\$0	\$0	\$247,300	100%
	Task 11 Construction Administration	\$247,300	\$64,298	\$0	\$0	\$247,300	
(g)	Other Costs	\$4,152	\$1,080	\$0	\$0	\$4,152	100%
	Task 12 Other Costs	\$4,152	\$1,080	\$0	\$0	\$4,152	
(h)	Construction/Implementation Contingency	\$171,300	\$44,538	\$0	\$0	\$171,300	100%
	Task 13 Construction/Implementation Contingency	\$171,300	\$44,538	\$0	\$0	\$171,300	
(i)	<b>Grand Total</b>	<b>\$1,335,752</b>	<b>\$607,296</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$2,335,752</b>	<b>57%</b>

<b>Project Budget</b>							
<b>Project (k) Perchlorate Wellhead Treatment System Pipelines (WVWD)</b>							
		(a)		(b)	(c)	(d)	(e)
<b>Budget Category</b>		<b>Cost Share</b>	<b>Funding Match (26%)</b>	<b>Grant Amount</b>	<b>Other State Funds Being Used</b>	<b>Total Project Cost</b>	<b>% Cost Share</b>
<b>(a)</b>	Direct Project Administration Costs	\$100,500	\$100,500	\$0	\$0	\$100,500	100%
	Task 1 Administration	\$35,500	\$35,500	\$0	\$0	\$35,500	
	Task 2 Labor Compliance Program	\$5,000	\$5,000	\$0	\$0	\$5,000	
	Task 3 Reporting	\$50,000	\$50,000	\$0	\$0	\$50,000	
	Task 4 Coordination with Partners	\$10,000	\$10,000	\$0	\$0	\$10,000	
<b>(b)</b>	Land Purchase/Easement	\$5,000	\$5,000	\$0	\$0	\$5,000	100%
	Task 5 Licensing Agreement	\$5,000	\$5,000	\$0	\$0	\$5,000	
<b>(c)</b>	Planning/Design/Engineering/ Environmental Documentation	\$30,000	\$30,000	\$0	\$0	\$30,000	100%
	Task 6 Assessment and Evaluation	\$5,000	\$5,000	\$0	\$0	\$5,000	
	Task 7 Final Design	\$15,000	\$15,000	\$0	\$0	\$15,000	
	Task 8 Environmental Documentation	\$0	\$0	\$0	\$0	\$0	
	Task 9 Permitting	\$10,000	\$10,000	\$0	\$0	\$10,000	
<b>(d)</b>	Construction/Implementation	\$100,000	\$100,000	\$950,000	\$0	\$1,050,000	10%
	Task 10 Construction Contracting	\$30,000	\$30,000	\$0	\$0	\$30,000	
	Task 11 Construction	\$70,000	\$70,000	\$950,000	\$0	\$1,020,000	
<b>(e)</b>	Environmental Compliance/ Mitigation/Enhancement	\$3,500	\$3,500	\$0	\$0	\$3,500	100%
	Task 12 Environmental Compliance/ Mitigation/Enhancement	\$0	\$0	\$0	\$0	\$0	
<b>(f)</b>	Construction Administration	\$0	\$0	\$50,000	\$0	\$50,000	0%
	Task 13 Construction Administration	\$0	\$0	\$50,000	\$0	\$50,000	
<b>(g)</b>	Other Costs	\$60,000	\$60,000	\$0	\$0	\$60,000	100%
	Task 14 Other Costs	\$60,000	\$60,000	\$0	\$0	\$60,000	
<b>(h)</b>	Construction/Implementation Contingency - 10%	\$120,000	\$69,940	\$0	\$0	\$120,000	100%
	Task 15 Contingency	\$120,000	\$69,940	\$0	\$0	\$120,000	
<b>(i)</b>	<b>Grand Total</b>	<b>\$419,000</b>	<b>\$368,940</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$1,419,000</b>	<b>30%</b>

<b>Project Budget</b>							
<b>Project (I) Chino Creek Wellfield Development (WMWD)</b>							
		(a)		(b)	(c)	(d)	(e)
<b>Budget Category</b>		<b>Cost Share</b>	<b>Funding Match (26%)</b>	<b>Grant Amount</b>	<b>Other State Funds Being Used</b>	<b>Total Project Cost</b>	<b>% Cost Share</b>
(a)	Direct Project Administration Costs	\$62,156	\$16,161	\$0	\$0	\$62,156	100%
	Task 1 Administration	\$25,000	\$6,500	\$0	\$0	\$25,000	
	Task 2 Labor Compliance Program	\$8,000	\$2,080	\$0	\$0	\$8,000	
	Task 3 Reporting	\$29,156	\$7,581	\$0	\$0	\$29,156	
(b)	Land Purchase/Easement	\$450,000	\$117,000	\$0	\$0	\$450,000	100%
	Task 4 Land Agreements	\$450,000	\$117,000	\$0	\$0	\$450,000	
(c)	Planning/Design/Engineering/Environmental Documentation	\$1,000	\$260	\$0	\$0	\$1,000	100%
	Task 5 Assessment and Evaluation	\$1,000	\$260	\$0	\$0	\$1,000	
	Task 6 Final Design	\$0	\$0	\$0	\$0	\$0	
	Task 7 Environmental Documentation	\$0	\$0	\$0	\$0	\$0	
	Task 8 Permitting	\$0	\$0	\$0	\$0	\$0	
(d)	Construction/Implementation	\$4,002,562	\$1,300,666	\$1,000,000	\$0	\$5,002,562	80%
	Task 9 Construction Contracting	\$100,000	\$26,000	\$0	\$0	\$100,000	
	Task 10 Construction	\$3,902,562	\$1,274,666	\$1,000,000	\$0	\$4,902,562	
(e)	Environmental Compliance/Mitigation/Enhancement	\$165,000	\$42,900	\$0	\$0	\$165,000	100%
	Task 11 Environmental Compliance/Mitigation/Enhancement	\$165,000	\$42,900	\$0	\$0	\$165,000	
(f)	Construction Administration	\$150,100	\$39,026	\$0	\$0	\$150,100	100%
	Task 12 Construction Administration	\$150,100	\$39,026	\$0	\$0	\$150,100	
(g)	Other Costs	\$0	\$0	\$0	\$0	\$0	0%
(h)	Construction/Implementation Contingency	\$500,300	\$130,078	\$0	\$0	\$500,300	100%
	Task 13 Contingency	\$500,300	\$130,078	\$0	\$0	\$500,300	
(i)	<b>Grand Total</b>	<b>\$5,331,118</b>	<b>\$1,646,091</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$6,331,118</b>	<b>84%</b>

<b>Project Budget</b>							
<b>Project (m) Impaired Groundwater Recovery (IRWD)</b>							
		(a)		(b)	(c)	(d)	(e)
<b>Budget Category</b>		<b>Cost Share</b>	<b>Funding Match (26%)</b>	<b>Grant Amount</b>	<b>Other State Funds Being Used</b>	<b>Total Project Cost</b>	<b>% Cost Share</b>
(a)	Direct Project Administration Costs	\$751,300	\$195,338	\$0	\$0	\$751,300	100%
	Task 1 Administration	\$639,074	\$166,159	\$0	\$0	\$639,074	
	Task 2 Labor Compliance Program	\$70,226	\$18,259	\$0	\$0	\$70,226	
	Task 3 Reporting	\$42,000	\$10,920	\$0	\$0	\$42,000	
(b)	Land Purchase/Easement	\$4,325,000	\$1,124,500	\$0	\$0	\$4,325,000	100%
	Task 4 Land Purchase/Easement	\$4,325,000	\$1,124,500	\$0	\$0	\$4,325,000	
(c)	Planning/Design/Engineering/ Environmental Documentation	\$2,887,100	\$750,646	\$0	\$0	\$2,887,100	100%
	Task 5 Assessment and Evaluation	\$1,052,000	\$273,520	\$0	\$0	\$1,052,000	
	Task 6 Final Design	\$1,675,500	\$435,630	\$0	\$0	\$1,675,500	
	Task 7 Environmental Documentation	\$78,600	\$20,436	\$0	\$0	\$78,600	
	Task 8 Permitting	\$81,000	\$21,060	\$0	\$0	\$81,000	
(d)	Construction/Implementation	\$25,335,000	\$6,847,100	\$1,000,000	\$0	\$26,335,000	96%
	Task 9 Construction Contracting	\$43,600	\$11,336	\$0	\$0	\$43,600	
	Task 10 Construction	\$25,291,400	\$6,835,764	\$1,000,000	\$0	\$26,291,400	
(e)	Environmental Compliance/ Mitigation/Enhancement	\$9,000	\$2,340	\$0	\$0	\$9,000	100%
	Task 11 Environmental Compliance/ Mitigation/Enhancement	\$9,000	\$2,340	\$0	\$0	\$9,000	
(f)	Construction Administration	\$1,700,000	\$442,000	\$0	\$0	\$1,700,000	100%
	Task 12 Construction Administration	\$1,700,000	\$442,000	\$0	\$0	\$1,700,000	
(g)	Other Costs	\$0	\$0	\$0	\$0	\$0	0%
(h)	Construction/Implementation Contingency	\$1,314,570	\$341,788	\$0	\$0	\$1,314,570	100%
	Task 13 Contingency	\$1,314,570	\$341,788	\$0	\$0	\$1,314,570	
(i)	<b>Grand Total</b>	<b>\$36,321,970</b>	<b>\$9,703,712</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$37,321,970</b>	<b>97%</b>

Project Budget							
Grant Administration SAWPA							
		(a)		(b)	(c)	(d)	(e)
Budget Category		Cost Share	Funding Match (26%)	Grant Amount	Other State Funds Being Used	Total Project Cost	% Cost Share
(a)	Direct Project Administration Costs	\$0		\$660,004	\$0	\$660,004	0%
	Task 1 Administration/Reporting	\$0		\$660,004	\$0	\$660,004	
(i)	Grand Total	\$0		\$660,004	\$0	\$660,004	0%

**EXHIBIT D**  
**STANDARD CONDITIONS**

**D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:**

- a) **SEPARATE ACCOUNTING OF GRANT DISBURSEMENT AND INTEREST RECORDS:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **REMITTANCE OF UNEXPENDED FUNDS:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

**D.2 ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement. During construction of the Project, Grantee shall install a sign at a prominent location which shall include a statement that the Project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

**D.3 AMENDMENT:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties. For guidance on the Amendment Requirements see Exhibit H.

**D.4 AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.5 AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may take any action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit of State for a period of three years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion. See Exhibit H for a listing of documents/records that State Auditors would need to review in the event of a grant being audited.

**D.6 BUDGET CONTINGENCY: LIMIT ON STATE FUNDS.** Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 is subject to the availability of funds including any

mandates from the Department of Finance, the Pooled Money Investment Board or any other state authority. The State will not make payments of any kind, including advances or reimbursements, until funding is made available by the State Treasurer.

- D.7 CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.8 COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.9 COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10 CONFLICT OF INTEREST**
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - b) **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.12 DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.13 DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or

extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

#### **D.14 DRUG-FREE WORKPLACE CERTIFICATION**

**Certification of Compliance:** By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
  1. The dangers of drug abuse in the workplace,
  2. Grantee's policy of maintaining a drug-free workplace,
  3. Any available counseling, rehabilitation, and employee assistance programs, and
  4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
  1. Will receive a copy of Grantee's drug-free policy statement, and
  2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

**D.15 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of a construction project and as determined by State, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement and to the State's satisfaction.

**D.16 GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**D.17 GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

**D.18 INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon, accruing to or received by the Grantee under this Grant Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Grant Agreement.

**D.19 INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

**D.20 INSPECTIONS:** State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of a 24-hour notice, during the term of the Grant Agreement. This right shall extend to any local project sponsor, subagreements, and Grantee shall include provisions ensuring such access in all its contracts or sub-contractors entered into pursuant to its Grant Agreement with State. Grantee acknowledges that Project documents may be subject to the Public Records Act (California Government Code Section 6250 *et seq.*). State shall have the right to inspect these documents at any and

all reasonable times after completion of the Project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

**D.21 NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Grant Agreement.

**D.22 NO THIRD PARTY RIGHTS:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

**D.23 OPINIONS AND DETERMINATIONS:** The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.

**D.24 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (PRC Section 21000 *et seq.*) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

Without limiting the foregoing, Funding Recipient shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this Funding Agreement. Pursuant to the provisions of Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, Cal. Pub. Res. Code § 75076 *et seq.*, the Funding Recipient must have a labor compliance program that meets the requirements of California Labor Code Section 1771.5.

**D.25 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** Grantee and Local Project Sponsors shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the IRWM Program without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require

that the proceeds from the disposition of any real or personal property acquired with funds disbursed under this Grant Agreement be remitted to State.

- D.26 REMEDIES, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
- D.27 RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2016 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 17, "Submissions of Reports" as follows. At such time as the "Project Completion Report" required under Paragraph 17 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.
- D.28 RIGHTS IN DATA:** To the extent permitted by law, the Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
- D.29 SEVERABILITY OF UNENFORCEABLE PROVISION:** If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.
- D.30 STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State is for administrative purposes only and does not relieve the Grantee or Local Project Sponsors of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee and Local Project Sponsors agree to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:
- a) The Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof;
  - b) Performing any of the terms contained in this Grant Agreement or any related document;
  - c) Any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and CWC Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the natural water system; or
  - d) Any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions

contemplated by this Grant Agreement. Grantee agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of the Grant Agreement.

- D.31 SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.32 TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.33 TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.34 WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**EXHIBIT E**  
**REPORT FORMAT AND REQUIREMENTS**

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

**QUARTERLY PROGRESS REPORT**

Grantee shall submit Quarterly Progress Reports on a consistent basis to meet the State's requirement for disbursement of funds. The quarterly progress report should describe the work performed during the reporting period. For each project, describe the work performed including:

**CONTINUING ELIGIBILITY**

A brief summary of the status of adoption of an IRWM Plan that complies with Part 2.2 of Division 6 of the CWC commencing with Section 10530.

- Discuss the reasonable and feasible efforts to engage DAC into your IRWM efforts in regards to planning and projects that support their critical water supply or water quality needs.
- An update on efforts to adopt a Groundwater Management Plan.
- Upon adoption of IRWM Plan, submit an electronic copy with progress report.

**PROJECT INFORMATION (INCLUDE ANY OF THE BELOW THAT WERE APPLICABLE DURING THE REPORTING PERIOD)**

- Legal matters.
- Engineering matters.
- Environmental matters.
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies.
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc).
- Discussion of data submittal effort(s) for the previous quarter, including a description of the data submitted and date(s) of submittal.
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter.
- Description of any differences between the work performed and the work outlined in the project work plans.
- Description of any efforts to update IRWM Plan to obligations listed in Paragraph 12, "Continuing Eligibility, if applicable."

**COST INFORMATION**

- Provide a List showing all costs incurred during the quarter by the grantee, the Local Project Sponsor overseeing the work, and each contractor working on the project. The list should include for all non-construction, or implementation costs, (i.e., design, and admin charges) the hours per task worked on during the quarter for above personnel.
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan.
- A revised budget, including an explanation of why the revisions were necessary, by task, if changed from latest budget shown in Appendix C, Budget. Note, a revised budget may require an official amendment to the Agreement before it is accepted as final.

## **SCHEDULE INFORMATION**

- A schedule showing actual progress versus planned progress as shown in Exhibit B.
- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit B.
- A revised schedule, by task, if changed from latest schedule in Exhibit B. Note, a revised schedule may require an official amendment to the Agreement before it is accepted as final.

## **ANTICIPATED ACTIVITIES NEXT QUARTER**

- Provide a description of anticipated activities for the next quarterly reporting period.

## **PROJECT COMPLETION REPORT**

A Project Completion Report is required for each project identified in the Work Plan, Exhibit A. This report will include the following Sections:

### **EXECUTIVE SUMMARY**

The Executive Summary consists of a maximum of ten (10) pages summarizing project information (see report status section below for topics). The Executive Summary should include the following:

- Brief description of work proposed to be done in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application.
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement. List any official amendments to the Agreement, with a short description of the amendment
- Describe the mechanism or process that allows for continued performance monitoring of the projects in meeting the objectives of the IRWM Plan.

### **REPORTS AND/OR PRODUCTS**

- Provide a copy of any final technical report or study, produced for this project as described in the Work Plan, if applicable.
- Provide a map and shapefile(s) showing the location of the completed project. A description of the geographic projection and datum used for the shapefile must be submitted with the shapefile (a NAD '83 datum and either a UTM 10 or UTM 11 projection, dependent on the project's location in the state, should be utilized).
- If any wells were constructed as part of the project, provide the following information: well logs; borehole geophysical logs; state well number; site information to include horizontal (NAD '83) and vertical (NAVD '88) datum to be determined within 0.5 feet.
- Provide an electronic copy of any as-built plans (media: CD-ROM; PDF format).
- Provide copies of any data collected along with location maps.
- If applicable, describe the findings of any study and whether the study determined the engineering, hydrologic, hydrogeologic, environmental, economic and financial feasibility of the project.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement.

### **COST & DISPOSITION OF FUNDS INFORMATION**

- A list of invoices showing:
  - The date each invoice was submitted to State.
  - The amount of the invoice.
  - The date the check was received.
  - The amount of the check (If a check has not been received for the final invoice, then state this in this section).

- A spreadsheet summary of the original budget costs by task versus the final project costs
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants (Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc).
  - Construction cost information, shown by material, equipment, labor costs, and change orders.
  - Any other incurred cost detail.
  - A statement verifying separate accounting of grant disbursements.
- Summary of project cost including:
  - Accounting of the cost of project expenditure.
  - Include all internal and external costs not previously disclosed.
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

#### **ADDITIONAL INFORMATION**

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress verse planned progress.
- Certification from a California Registered Civil Engineer that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

#### **GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

##### **EXECUTIVE SUMMARY**

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

##### **REPORTS AND/OR PRODUCTS**

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.
- Identify any changes to the IRWM Plan as result of project implementation.
- Short description of the two year IRWM Plan update and the date when the updated Plan was submitted to DWR.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- A discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement

### **COST & DISPOSITION OF FUNDS INFORMATION**

- A summary of final funds disbursement for each project.

### **ADDITIONAL INFORMATION**

- A final schedule showing individual project's actual progress duration verse planned progress.
- Certification from a California Registered Civil Engineer that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.
- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

### **POST-PERFORMANCE REPORT**

Post Performance Report is required annually for every project for a period of 10 years beginning after the first year of operation, and includes the following:

#### **REPORTS AND/OR PRODUCTS**

- Time period of the annual report, i.e., Oct 2014 through September 2015.
- Short project description.
- Brief discussion of the project benefits to water quality, water supply, and the environment.
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 22 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

### **ELECTRONIC REPORT FORMATTING**

Grantee agrees that work funded under this Grant Agreement will be provided in an electronic format to State. Electronic submittal of final reports, plans, studies, data, and other work performed under this grant shall be as follows:

- Text preferably in MS WORD or text PDF format.
- Files generally less than 10 MB in size.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR-required naming convention; and Appendix number/letter and named in the TOC.
- For projects involving a modeling component, grantee shall provide the major input data files, parameters, calibration statistics, output files, and other information requested by State's Project Manager.

**EXHIBIT F  
LOCAL PROJECT SPONSORS**

**LOCAL PROJECT SPONSORS**

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

<b>Local Sponsor Agency Designations</b>		
<b>Sponsored Project</b>	<b>Sponsor Agency</b>	<b>Agency Address</b>
<b>Groundwater Replenishment System – Flow Equalization</b>	<b>Orange County Water District</b>	<b>18700 Ward Street Fountain Valley, CA 92708</b>
<b>Sludge Dewatering, Odor Control, and Primary Sludge Thickening</b>	<b>Orange County Sanitation District</b>	<b>10844 Ellis Avenue Fountain Valley, CA 92708</b>
<b>East Garden Grove Wintersburg Channel Urban Runoff Diversion</b>	<b>City of Huntington Beach</b>	<b>2000 Main Street Huntington Beach, CA 92648</b>
<b>Romoland Line A Flood System</b>	<b>City of Menifee</b>	<b>29714 Haun Road Menifee, CA 92586</b>
<b>Santa Ana Vireo Monitoring</b>	<b>Santa Ana Watershed Association</b>	<b>P.O. Box 5407 Riverside, CA 92517</b>
<b>Mill Creek Wetlands</b>	<b>City of Ontario</b>	<b>303 East B Street Ontario, CA 91764</b>
<b>Cactus Basin</b>	<b>San Bernardino County Flood Control District</b>	<b>825 East Third Street San Bernardino, CA 92415</b>
<b>Inland Empire Brine Line Rehabilitation and Enhancement</b>	<b>Santa Ana Watershed Project Authority</b>	<b>11615 Sterling Avenue Riverside, CA 92503</b>
<b>Arlington Desalter Interconnection Project</b>	<b>City of Corona</b>	<b>400 S. Vicentia Avenue Corona, CA 92882</b>

<b>Local Sponsor Agency Designations</b>		
<b>Sponsored Project</b>	<b>Sponsor Agency</b>	<b>Agency Address</b>
<b>Perris Desalination Program – Brackish Well 93</b>	<b>Eastern Municipal Water District</b>	<b>2270 Trumble Road Perris, CA 92570</b>
<b>Perchlorate Wellhead Treatment System Pipelines</b>	<b>West Valley Water District</b>	<b>855 Base Line Rialto, CA 92377</b>
<b>Chino Creek Wellfield Development</b>	<b>Western Municipal Water District</b>	<b>14205 Meridian Parkway Riverside, CA 92518</b>
<b>Impaired Groundwater Recovery</b>	<b>Irvine Ranch Water District</b>	<b>15600 Sand Canyon Avenue Irvine, CA 92618</b>
<b>Grant Administration</b>	<b>Santa Ana Watershed Project Authority</b>	<b>11615 Sterling Avenue Riverside, CA 92503</b>

**EXHIBIT G**  
**REQUIREMENTS FOR DATA SUBMITTAL**

**SURFACE AND GROUNDWATER QUALITY DATA:**

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit E.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website:  
<http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: [http://www.waterboards.ca.gov/water\\_issues/programs/gama/](http://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at:  
[http://www.swrcb.ca.gov/water\\_issues/programs/gama/contact.shtml](http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml)

**GROUNDWATER LEVEL DATA**

For each project that collects groundwater level data, Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit E. Information regarding the WDL and in what format to submit data in can be found at:  
<http://wdl.water.ca.gov/>.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this change occurs the Grantee will submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at:  
<http://www.water.ca.gov/groundwater/casgem/>

**Exhibit H**  
**State Audit Document Requirements and Guidelines for Grantees**  
**Under DWR Financial Assistance Programs**

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both Grant funding and Grantee's Funding Match and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

**List of Documents for Audit**

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded projects).
2. Written internal procedures and flowcharts for the following:
  - a. Receipts, deposits and disbursements
  - b. State reimbursement requests
  - c. Grant expenditure tracking
  - d. Guidelines, policy, and procedures on grant funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on grant funded Program/Project.

Agreements and Contracts:

1. Original signed Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants received from the State.
3. A listing of all other funding sources for each project.
4. All subcontractor and consultant contracts and related or partners documents, if applicable.
5. Contracts between the Agency and member agencies as related to this grant agreement.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under this Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related budget line items under this Grant Agreement.
3. Reimbursement requests submitted to the State for this Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under this Grant Agreement.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for grant reimbursement.

Administration Costs: Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on this grant funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to this Grant Agreement.

Project Files:

1. All supporting documentation maintained in the project files.
2. All correspondence related to this Grant Agreement.

**General Grant Agreement Guidelines**

Amendment Requirements:

Amendments (to the work plan, budget, and/or schedule portions of the agreement) are triggered when the proposed changes are deemed by DWR to be substantial. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. For example, a formal budget change to an Agreement is required when the proposed budget change for a Task is greater than 10% of the budget for that particular Task or the Task to be exchanged with.

Funding Match Contribution

Funding Match (often referred to as Grantee Cost Share) is the amount defined in Paragraph 4 of this Agreement. Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of the scope of work (examples: volunteer services, equipment use, and facilities). The cost of which in-kind service is valued can be counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions apply (see paragraph 9). Provided below is guidance for claiming funding match with and without in-kind services.

1. Adequate documentation supporting value of in-kind service (or volunteer service) as funding match claimed shall be maintained. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Provide formal (on official letterhead) and substantial documentation of in-kind service by including the following:
  - o Describe contributed item(s) or service(s)
  - o Purpose for which contribution was made (tie to scope of work)
  - o Name of contributing organization and date of contribution
  - o Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (see item #4, below)
  - o Person's name and function of the contributing person
  - o Hours of contribution
  - o If multiple sources exist, summarize these on a table with summed charges
  - o Was contribution provided by, obtained with, or supported by government funds? If so, indicate source.
2. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in this Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of this Grant Agreement. Evaluate eligibility with DWR Project Manager in advance of submittal.
3. Do not track cash contributions made to a project as an expenditure as you would for an in-kind service. When providing funding match, track cash contributions to the Project (i.e. revenues) and expenditures (typically in-kind contribution) separately in an accounting system.
4. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

EXHIBIT I  
GRANTEE RESOLUTION

RESOLUTION NO. 2010-15

A RESOLUTION OF THE COMMISSION OF THE  
SANTA ANA WATERSHED PROJECT AUTHORITY  
ADOPTING THE ONE WATER ONE WATERSHED (OWOW) PLAN,  
AN INTEGRATED REGIONAL WATER MANAGEMENT PLAN;  
AND AUTHORIZING APPLICATION TO THE  
CALIFORNIA DEPARTMENT OF WATER RESOURCES TO OBTAIN AN  
INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT

WHEREAS, SAWPA declares its intent to adopt and implement the "One Water One Watershed (OWOW) Plan", an Integrated Regional Water Management Plan;

WHEREAS, SAWPA has made the OWOW Plan available to the public and notice of the public hearing on the adoption of the OWOW Plan was given in the manner prescribed by law; and,

WHEREAS, all persons desiring to be heard at the public hearing were given the opportunity to present their views to the Board of Commissioners, and any written communications received by SAWPA concerning adoption of the plan were publicly presented at the public hearing.

NOW, THEREFORE, BE IT RESOLVED that the Santa Ana Watershed Project Authority Board of Commissioners adopts the One Water One Watershed Plan, and authorizes the General Manager to take all appropriate actions to carry out the intent of the Santa Ana Integrated Water Management Plan; and

BE IT FURTHER RESOLVED, that the General Manager of the Santa Ana Watershed Project Authority be authorized to submit an application to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 et seq.); and

BE IT FURTHER RESOLVED, that the General Manager of the Santa Ana Watershed Project Authority is hereby authorized and directed to prepare the necessary data, conduct investigations and file such application, and to execute a grant agreement with the California Department of Water Resources.

ADOPTED THIS 16<sup>TH</sup> day of November, 2010.

SANTA ANA WATERSHED PROJECT AUTHORITY

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

  
Terry Catlin, Chair

The undersigned certifies that this is a true copy as on file in the permanent records of the agency. This stamp must be in purple ink to constitute a certified copy.

Santa Ana Watershed Project Authority

By:  Date 11-16-10

**Project: 13 Impaired Groundwater Recovery**

**Reporting Period:           to**

**Date of Report:**

**Quarterly Progress Report #**

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**PROJECT INFORMATION**

**Legal matters**

**Engineering matters**

**Environmental matters**

**Status of permits, easements, rights-of-way, and approvals as required**

**Major accomplishments during the quarter**

**Discussion of data submittal effort(s) for the previous quarter, including a description of the data submitted and date(s) of submission**

**Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter**

**Description of any differences between the work performed and the work outlined in the project work plans**

**COST INFORMATION**

**Provide a list showing all costs incurred during the quarter.**

<b>Task</b>	<b>Budget Amount (Local Match)</b>	<b>Budget Amount (Grant)</b>	<b>Total Costs Spent to date</b>	<b>% of Budget Spent (enter in decimal form)</b>
1 Project Administration	\$ 639,074	\$ 0		
2 Labor Compliance Program	70,226	0		
3 Reporting	42,000	0		
4 Land Purchase/Easement	4,325,000	0		
5 Assessment and Evaluation	1,052,000	0		
6 Final Design	1,675,500	0		
7 Environmental Documentation	78,600	0		
8 Permitting	81,000	0		
9 Construction Contracting	43,600	0		
10 Construction	25,291,400	1,000,000		
11 Environmental Compliance/ Mitigation/Enhancement	9,000	0		
12 Construction Administration	1,700,000	0		
13 Contingency	1,314,570	0		

**Please provide a brief discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan.**

**Are there any revision(s) to the budget? If so, please list the task number along with an explanation for the revision(s).**

***\*\*Please note that a revised budget may require an official amendment before it is accepted as final.\*\****

**SCHEDULE INFORMATION**

**Provide a schedule showing actual progress versus planned progress.**

***\*\*Please use the Excel worksheet provided.\*\****

**Discuss how the actual schedule is progressing in comparison to the schedule provided in Exhibit B.**

***Summary Schedule***

Task	Planned		Actual		% Complete (enter in decimal form)
	Start Date	End Date	Start Date	End Date	
1 Project Administration	4/2010	9/2012			
2 Labor Compliance Program	8/2010	9/2012			
3 Reporting	12/2011	9/2012			
4 Land Purchase/Easement	5/2009	3/2010			
5 Assessment and Evaluation	12/2007	3/2010			
6 Final Design	4/2010	7/2011			
7 Environmental Documentation	8/2009	2/2010			
8 Permitting	4/2010	7/2011			
9 Construction Contracting	6/2010	9/2011			
10 Construction	6/2010	9/2012			
11 Environmental Compliance/ Mitigation/Enhancement	5/2010	10/2011			
12 Construction Administration	7/2010	9/2012			
13 Contingency	6/2010	9/2012			

**Are there any revision(s) to the schedule? If so, please list the revisions, by task number, along with an explanation for the revision(s).**

***\*\*Please note that a revised schedule may require an official amendment before it is accepted as final.\*\****

ANTICIPATED ACTIVITIES NEXT QUARTER

**Provide a description of anticipated activities for the next quarterly reporting period.**

Quarterly Report #: [Redacted]

Date: [Redacted]

For the Period: [Redacted] to [Redacted]

Task	Invoice Date	Invoice Number	Company/Agency on Invoice	Hours	Rate	Total Cost	Notes
1 Administration						\$ -	
					Total for Task 1	\$ -	
2 Labor Compliance						\$ -	
					Total for Task 2	\$ -	
3 Reporting						\$ -	
					Total for Task 3	\$ -	
4 Land Purchase/ Easement						\$ -	
					Total for Task 4	\$ -	
5 Assessment and Evaluation						\$ -	
					Total for Task 5	\$ -	
6 Final Design						\$ -	
					Total for Task 6	\$ -	
7 Environmental Documentation						\$ -	
					Total for Task 7	\$ -	
8 Permitting						\$ -	
					Total for Task 8	\$ -	
9 Construction Contracting						\$ -	

Task	Invoice Date	Invoice Number	Company/Agency on Invoice	Hours	Rate	Total Cost	Notes
						Total for Task 9 \$	-
10 Construction						\$	-
						Total for Task 10 \$	-
11 Env Comp/Mitigation/Enhancement						\$	-
						Total for Task 11 \$	-
12 Construction Administration						\$	-
						Total for Task 12 \$	-
13 Contingency						\$	-
						Total for Task 13 \$	-

Irvine Ranch Water District - Impaired Groundwater Recovery	Jul 2008	Aug 2008	Sep 2008	Oct 2008	Nov 2008	Dec 2008	Jan 2009	Feb 2009	Mar 2009	Apr 2009	May 2009	Jun 2009	Jul 2009	Aug 2009	Sep 2009	Oct 2009	Nov 2009	Dec 2009	Jan 2010	Feb 2010	Mar 2010	Apr 2010	May 2010	Jun 2010	Jul 2010	Aug 2010	Sep 2010	Oct 2010	
<b>Direct Project Administration Costs</b>																													
Task 1 Administration																													
Task 2 Labor Compliance																													
Task 3 Reporting																													
<b>Land Purchase/Easement</b>																													
Task 4 Land Purchase/Easement																													
<b>Planning/Design/Engineering/ Environmental Documentation</b>																													
Task 5 Assessment and Evaluation																													
Task 6 Final Design																													
Task 7 Environmental Documentation																													
Task 8 Permitting																													
<b>Construction/Implementation</b>																													
Task 9 Construction Contracting																													
Task 10 Construction																													
<b>Environmental Compliance/Mitigation/Enhancement</b>																													
Task 11 Env Comp/Mitigation/Enhancement																													
<b>Construction Administration</b>																													
Task 12 Construction Administration																													
<b>Other Costs</b>																													
<b>Construction/Implementation Contingency</b>																													
Task 13 Contingency																													

original schedule

revised schedule

actual schedule

Irvine Ranch Water District - Impaired Groundwater Recovery	Nov 2010	Dec 2010	Jan 2011	Feb 2011	Mar 2011	Apr 2011	May 2011	Jun 2011	Jul 2011	Aug 2011	Sep 2011	Oct 2011	Nov 2011	Dec 2011	Jan 2012	Feb 2012	Mar 2012	Apr 2012	May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013
<b>Direct Project Administration Costs</b>																												
Task 1 Administration																												
Task 2 Labor Compliance																												
Task 3 Reporting																												
<b>Land Purchase/Easement</b>																												
Task 4 Land Purchase/Easement																												
<b>Planning/Design/Engineering/ Environmental Documentation</b>																												
Task 5 Assessment and Evaluation																												
Task 6 Final Design																												
Task 7 Environmental Documentation																												
Task 8 Permitting																												
<b>Construction/Implementation</b>																												
Task 9 Construction Contracting																												
Task 10 Construction																												
<b>Environmental Compliance/ Mitigation/Enhancement</b>																												
Task 11 Env Comp/Mitigation/Enhancement																												
<b>Construction Administration</b>																												
Task 12 Construction Administration																												
<b>Other Costs</b>																												
<b>Construction/Implementation Contingency</b>																												
Task 13 Contingency																												

original schedule      revised schedule      actual schedule

Irvine Ranch Water District - Impaired Groundwater Recovery	Mar 2013	Apr 2013	May 2013	Jun 2013	Jul 2013	Aug 2013	Sep 2013	Oct 2013	Nov 2013	Dec 2013	Jan 2014	Feb 2014	Mar 2014	Apr 2014	May 2014	Jun 2014	Jul 2014	Aug 2014	Sep 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	Jun 2015	
<b>Direct Project Administration Costs</b>																													
Task 1 Administration																													
Task 2 Labor Compliance																													
Task 3 Reporting																													
<b>Land Purchase/Easement</b>																													
Task 4 Land Purchase/Easement																													
<b>Planning/Design/Engineering/ Environmental Documentation</b>																													
Task 5 Assessment and Evaluation																													
Task 6 Final Design																													
Task 7 Environmental Documentation																													
Task 8 Permitting																													
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Task 9 Construction Contracting																													
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Task 11 Env Comp/Mitigation/Enhancement																													
<b>Construction Administration</b>																													
Task 12 Construction Administration																													
<b>Other Costs</b>																													
<b>Construction/Implementation Contingency</b>																													
Task 13 Contingency																													

original schedule

revised schedule

actual schedule

Irvine Ranch Water District - Impaired Groundwater Recovery	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	
<b>Direct Project Administration Costs</b>																			
Task 1 Administration																			
Task 2 Labor Compliance																			
Task 3 Reporting																			
<b>Land Purchase/Easement</b>																			
Task 4 Land Purchase/Easement																			
<b>Planning/Design/Engineering/ Environmental Documentation</b>																			
Task 5 Assessment and Evaluation																			
Task 6 Final Design																			
Task 7 Environmental Documentation																			
Task 8 Permitting																			
<b>Construction/Implementation</b>																			
Task 9 Construction Contracting																			
Task 10 Construction																			
<b>Environmental Compliance/ Mitigation/Enhancement</b>																			
Task 11 Env Comp/Mitigation/Enhancement																			
<b>Construction Administration</b>																			
Task 12 Construction Administration																			
<b>Other Costs</b>																			
<b>Construction/Implementation Contingency</b>																			
Task 13 Contingency																			

original schedule

revised schedule

actual schedule

July 23, 2012

Prepared by: J. Moeder / R. Mori

Submitted by: K. Burton

Approved by: Paul Cook

## ACTION CALENDAR

### ORANGE PARK ACRES WELL NO. 1 CONSTRUCTION AWARD AND CONSULTANT SELECTION

#### SUMMARY:

Orange Park Acres Well No. 3 (OPA-3) was constructed by the Orange Park Acres Mutual Water Company in 1980 and is nearing the end of its useful life. Bids were received from two contractors for destruction of OPA-3 and construction of Orange Park Acres Well No. 1 (OPA-1). Staff recommends that the Board:

- Approve an Expenditure Authorization in the amount of \$1,872,200;
- Authorize the General Manager to execute a construction contract with Best Drilling and Pump in the amount of \$1,465,170 for the destruction of OPA-3 and construction of OPA-1; and
- Authorize the General Manager to execute a Professional Services Agreement in the amount of \$138,745 with Geoscience for construction phase services.

#### BACKGROUND:

The Orange Park Acres well is located at the former Orange Park Acres Mutual Water District headquarters site in a residential community near the intersection of East Bond Avenue and North Gravier Street as shown in Exhibit "A". IRWD owned property includes four parcels along Gravier Street. The existing OPA-3 well site occupies two of the parcels and the rear portion of the other two parcels. The remaining portion of the two parcels is occupied by a single family home that is owned and leased by IRWD.

The original production capability of OPA-3 was 1,900 gallons per minute (gpm), but in recent years after rehabilitation, the well production has been reduced to approximately 900 gpm. Due to deterioration of the casing and declining well capacity from sand production and clogging of the perforations, OPA-3 was taken offline in early 2011. The OPA-1 replacement well is anticipated to produce up to 4,000 gpm, but until local demands increase, it will be equipped with a 2,000 gpm pump.

#### Construction Award:

RBF Consulting and Geoscience completed the design of the well in May 2012, and the project was advertised to four select drilling contractors: Bakersfield Well & Pump, Boart Longyear, Best Drilling and Pump, and Layne Christensen Company. The bid opening was held on July 10 and two bids were received. Best Drilling and Pump submitted the apparent low bid of \$1,465,170. The engineer's estimate was \$1,483,250. Boart Longyear and Layne Christensen Company declined to submit bids due to ongoing commitments on other projects that would have precluded them from completing this project on time. The Bid Summary is attached as Exhibit "B".

Construction Phase Services Consultant Selection:

Proposals for construction phase services during the construction of OPA-1 were received from Geoscience, Richard C. Slade & Associates, and Wildermuth Environmental. The proposal from Richard C. Slade & Associates was the least cost proposal, but their proposal underestimates staff's expectation for the level of effort needed to provide adequate oversight of the well construction activities. Both Geoscience and Wildermuth Environmental proposed a level of effort that more closely matched staff's expectations and the specific requirements of the well construction specifications. After a review of the proposals, staff recommends that Geoscience be selected for the project. Geoscience has worked on other wells in the IRWD service area, prepared the well design specifications for OPA-1, and has a thorough understanding of the ground water system in the area. The Consultant Selection Matrix is presented as Exhibit "C".

Geoscience's scope of work and fee proposal, in the amount of \$138,745, for construction phase services is presented in Exhibit "D". Geoscience will provide construction inspection services, the final well design, preparation of a well construction summary report, and other construction phase services that ensure the well is constructed in full conformance with the specifications.

FISCAL IMPACTS:

Project 11405 (1250) is included in the FY 2012-13 Capital Budget. Staff requests an Expenditure Authorization to fund the construction and construction phase services as shown in the table below and in Exhibit "E".

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
11405 (1250)	\$7,355,300	\$0	\$7,355,300	\$843,600	\$1,872,200	\$2,715,800

ENVIRONMENTAL COMPLIANCE:

This project is subject to the CEQA and in conformance with California Code of Regulations Title 14, Chapter 3, Article 6, a Notice of Intent to adopt a Mitigated Negative Declaration was filed with the County of Orange on April 23, 2012. Pursuant to State Guideline § 15073, the IS/MND was made available for public review for a period of 30 days beginning April 23, 2012 and concluded May 24, 2012. The Board adopted the Final IS/MND at the June 11, 2012 Board meeting.

COMMITTEE STATUS:

Due to scheduling constraints, the consultant selection was not reviewed by the Engineering and Operations Committee. Construction awards are not typically taken to Committee prior to submittal for Board approval.

RECOMMENDATION:

THAT THE BOARD APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$1,872,200; AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH BEST DRILLING AND PUMP IN THE AMOUNT OF \$1,465,170; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$138,745 WITH GEOSCIENCE FOR CONSTRUCTION PHASE SERVICES FOR THE CONSTRUCTION OF ORANGE PARK ACRES WELL NO. 1, PROJECT 11405 (1250).

LIST OF EXHIBITS:

- Exhibit "A" – Project Location
- Exhibit "B" – Bid Summary
- Exhibit "C" – Consultant Selection Matrix
- Exhibit "D" – Geoscience Scope of Work
- Exhibit "E" – Expenditure Authorization

# EXHIBIT "A"

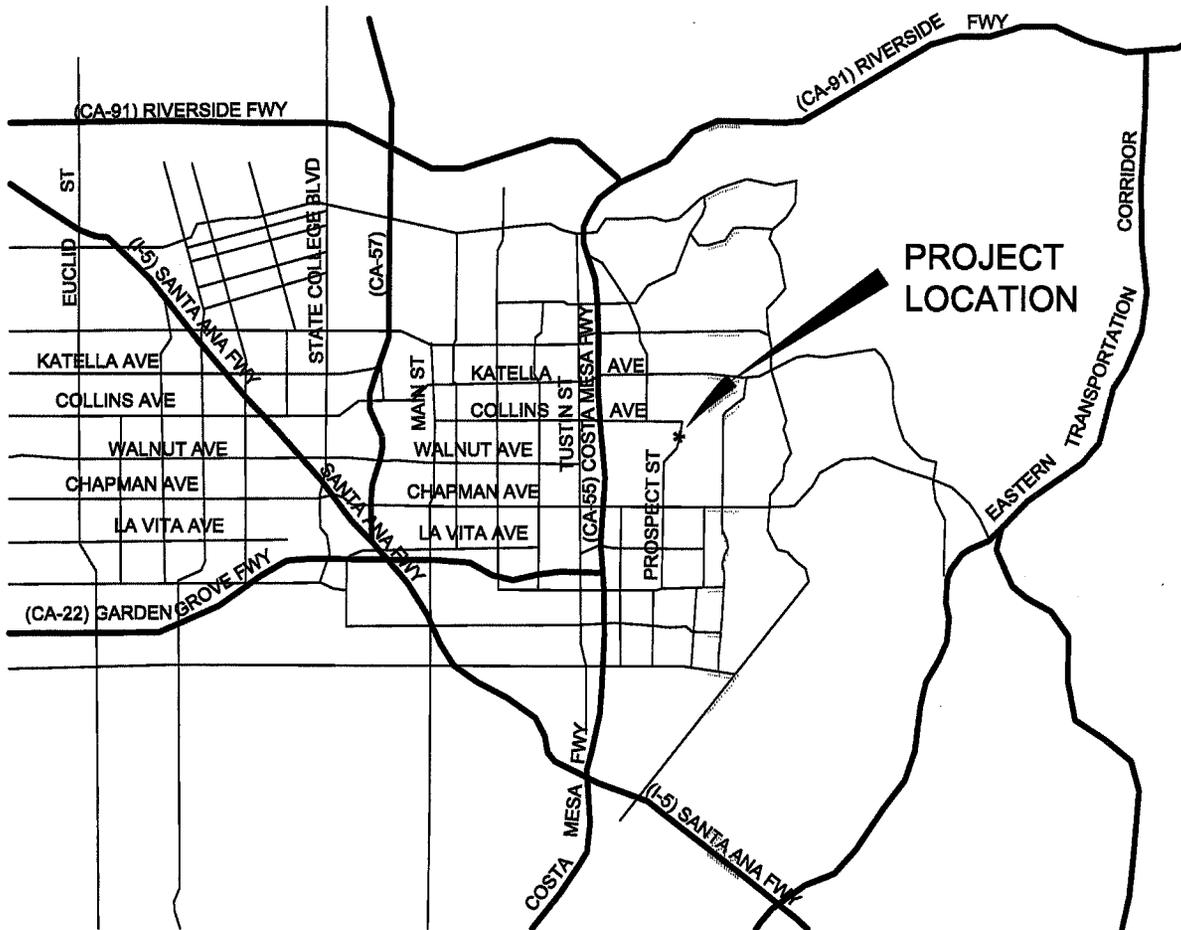
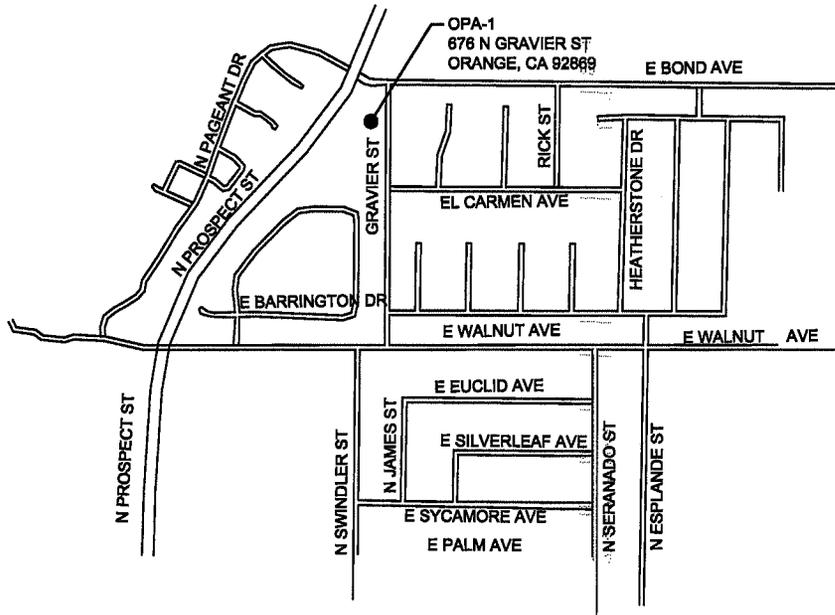


EXHIBIT "A"  
PROJECT LOCATION MAP  
ORANGE PARK ACRES WELL NO. 1

Item No.	Description	Qty	Unit	Engineer's Estimate		1 Best Drilling and Pump, Inc. Colton, CA		2 Bakersfield Well & Pump Co. Bakersfield, CA	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization/Demobilization, temporary facilities, bonds and insurance, drilling and destruction permits, including detailed video survey of site one week prior to start of work, site clean-up and restoration at completion of project for both well destruction and new well construction (fixed cost).	1	LS	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
2	Site preparation including removal of chemical building, existing vertical turbine pump and motor and delivery of specified components to Michelson Water Recycling Plant, removal of sand separator, valves, electrical components, as well as temporarily capping 8 in. pipeline near the wellhead.	1	LS	\$6,500.00	\$6,500.00	\$44,450.00	\$44,450.00	\$34,171.00	\$34,171.00
<b>Well Destruction</b>									
3	Perform color "dual-cam" video survey to evaluate current condition of well.	1	LS	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00
4	Bail/skim oil from top of water column as specified, if oil is present. Properly dispose of all oily residue as per State requirements, including submittal of manifest to District.	2	HR	\$275.00	\$550.00	\$290.00	\$580.00	\$350.00	\$700.00
5	Bail fill/sediment from bottom of well using a tightly fitting bailer as specified, including containment and disposal.	8	HR	\$275.00	\$2,200.00	\$290.00	\$2,320.00	\$350.00	\$2,800.00
6	Cut or "rip" 20 in. 8 gauge double-wall steel casing from 760 ft to 100 ft bgs with a Mill's knife, as per State and County requirements.	1	LS	\$9,600.00	\$9,600.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00
7	Compensation for loss of equipment due to well collapse, including bailer, connectors and cable, if it occurs.	1	LS	\$2,500.00	\$2,500.00	\$8,800.00	\$8,800.00	\$500.00	\$500.00
8	Install tremie pipe to bottom of well and pressure grout 20 in. diameter well using 10.3-sack sand-cement grout pumped through a tremie pipe from 10 ft to approximately 800 ft bgs. Exert 50 psi pressure on interior of well and hold for 6 hours, minimum.	790	FT	\$26.00	\$20,540.00	\$25.00	\$19,750.00	\$31.00	\$24,490.00
9	Excavate around casing to a depth of 6 ft bgs, cut off casing to 5 ft bgs, install "mushroom cap".	1	LS	\$2,250.00	\$2,250.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00
10	Backfill excavation over destroyed well and compact to 90% with native soil.	1	LS	\$2,250.00	\$2,250.00	\$1,000.00	\$1,000.00	\$2,870.00	\$2,870.00
<b>Site Demolition Work</b>									
11	Removal of existing 8 in. pipeline from wellhead to the first buried valve, plugging the opening to the distribution pipeline, and capping the sewer lateral at first downstream lateral, as shown on the Construction Plans, including backfilling and compaction to 90%.	1	LS	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$7,143.00	\$7,143.00
12	Removal, disposal, backfilling and compaction of concrete building foundation and driveway at the completion of work.	1	LS	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00	\$21,429.00	\$21,429.00

B-1

EXHIBIT "B"

Item No.	Description	Qty	Unit	Engineer's Estimate		1 Best Drilling and Pump, Inc. Colton, CA		2 Bakersfield Well & Pump Co. Bakersfield, CA	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
13	Site preparation and leveling of site at the beginning and end of the project.	1	LS	\$5,500.00	\$5,500.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
	<b>Well Drilling Activities</b>								
14	Provide noise control measures to completely enclose the site, as specified.	1	LS	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00
15	Apply for NOI to discharge under NPDES Permit No. R8-2009-0003 during drilling, construction, development and testing of Well OPA-1.	1	LS	\$12,500.00	\$12,500.00	\$2,500.00	\$2,500.00	\$25,000.00	\$25,000.00
16	Provide minimum two Baker tanks as specified to meet NPDES discharge requirements during construction and testing.	1	LS	\$21,500.00	\$21,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
17	Provide daily effluent monitoring, sampling and analysis (as per Appendices D and E) during zone isolation testing, step drawdown, constant rate, dye tracer and depth-specific sampling in compliance with NPDES discharge requirements. Price to include pick up of bottles, transportation and delivery of samples to laboratory. Required analyses, other than daily discharge samples, are listed in Table 1.	1	LS	\$36,000.00	\$36,000.00	\$500.00	\$500.00	\$25,000.00	\$25,000.00
18	Provide testing and offsite disposal of all drill cuttings.	1	LS	\$17,500.00	\$17,500.00	\$77,000.00	\$77,000.00	\$25,000.00	\$25,000.00
19	Drill 52-inch diameter conductor borehole, furnish and install 40-inch outside diameter (OD) by 1/2-inch wall thickness ASTM A53 Grade B mild steel conductor casing. Cement into place using 10.3 sk sand-cement grout (initial lift of 30 ft and final lift of 50 ft).	81	FT	\$720.00	\$58,320.00	\$600.00	\$48,600.00	\$453.00	\$36,693.00
20	Drill maximum 17 1/2-inch diameter pilot borehole from 80 to 1,000 ft with deviation surveys every 100 ft. (est. TD = 1,000 ft)	920	FT	\$75.00	\$69,000.00	\$75.00	\$69,000.00	\$85.00	\$78,200.00
21	Provide geophysical borehole logs within pilot borehole as specified, including spontaneous potential, short- and long-normal resistivity, guard resistivity, sonic with variable density and natural gamma ray logs.	1	LS	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
22	Install isolated aquifer zone test tools, gravel envelope, and seals (4 zones).	4	EA	\$8,000.00	\$32,000.00	\$6,500.00	\$26,000.00	\$1,000.00	\$4,000.00
23	Airlift/pump isolated zone test intervals (est. 18 hours per zone; 4 zones).	72	HR	\$275.00	\$19,800.00	\$250.00	\$18,000.00	\$250.00	\$18,000.00
24	Water quality analyses during zone testing (see Table 1 for analytes) (1 sample per zone; 4 zones).	4	EA	\$2,700.00	\$10,800.00	\$3,500.00	\$14,000.00	\$2,400.00	\$9,600.00
25	Furnish and install approximately 50 ft of 10.3 sack sand-cement grout for bottom seal within the pilot borehole, if required.	50	FT	\$75.00	\$3,750.00	\$15.00	\$750.00	\$75.00	\$3,750.00
26	Enlarge 17 1/2-inch pilot bore hole to 36 inches in diameter from 80 ft to 390 ft bgs.	310	FT	\$75.00	\$23,250.00	\$65.00	\$20,150.00	\$85.00	\$26,350.00

B-2

Item No.	Description	Qty	Unit	Engineer's Estimate		1 Best Drilling and Pump, Inc. Colton, CA		2 Bakersfield Well & Pump Co. Bakersfield, CA	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
27	Enlarge 17 1/2-inch pilot bore hole to 30 inches in diameter from 390 ft to 890 ft bgs.	500	FT	\$65.00	\$32,500.00	\$65.00	\$32,500.00	\$85.00	\$42,500.00
28	Provide caliper survey of reamed borehole, including borehole volume calculations.	1	EA	\$2,250.00	\$2,250.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
29	Furnish and install 20-inch inside diameter x 3/8-inch wall thickness 316L ASTM A778 stainless steel blank casing (+5-390 ft	395	FT	\$900.00	\$355,500.00	\$820.00	\$323,900.00	\$991.00	\$391,445.00
30	Furnish and install 20-inch inside diameter x 5/16-inch wall thickness 316L ASTM A778 stainless steel blank casing (510 to 560 ft, and 725 to 750 ft bgs).	75	FT	\$749.00	\$56,175.00	\$675.00	\$50,625.00	\$823.00	\$61,725.00
31	Furnish and install 20-inch inside diameter x 5/16-inch wall thickness 316L ASTM blank well casing with end plate (850 to	20	FT	\$756.00	\$15,120.00	\$675.00	\$13,500.00	\$823.00	\$16,460.00
32	Furnish and install 20-inch inside diameter x 5/16-inch wall thickness 316L ASTM A778 stainless steel ful-flo louvered screen with 0.094 in. (3/32 in.) openings (390-510 ft, 560-725 ft, and 750-	385	FT	\$795.00	\$306,075.00	\$755.00	\$290,675.00	\$929.00	\$357,665.00
33	Furnish and install 2 ea. 4-inch Sch. 40 316L stainless steel gravel feed pipes, as specified (+4 to 308 ft).	624	FT	\$ 30	\$18,720.00	\$75.00	\$46,800.00	\$60.00	\$37,440.00
34	Furnish and install 4-inch Sch. 40 316L stainless steel camera access/sounding tube, as specified (+4 to 388 ft, with a 8 ft long 5 in. x 5 in. square entrance box).	392	FT	\$ 50	\$19,600.00	\$85.00	\$33,320.00	\$95.00	\$37,240.00
35	Furnish and install filter pack material with 1/4 in. x 16 gradation in annular space, including a 3 ft fine sand layer.	590	FT	\$ 55	\$32,450.00	\$60.00	\$35,400.00	\$50.00	\$29,500.00
36	Furnish and install specified 10.3 sk sand-cement grout for annular seal.	300	FT	\$ 60	\$18,000.00	\$65.00	\$19,500.00	\$75.00	\$22,500.00
37	Conduct plumbness and alignment testing to 870 ft bgs. Conduct gyroscopic alignment survey to total depth, as specified.	1	LS	\$ 2,500	\$2,500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
38	Conduct initial development using mechanical methods including airlifting and swabbing from between packers (using drilling rig).	96	HR	\$ 325	\$31,200.00	\$300.00	\$28,800.00	\$300.00	\$28,800.00
39	Inject NW-220 or Aqua-Clear PFD dispersant during initial development by airlifting and swabbing.	25	GAL	\$ 90	\$2,250.00	\$100.00	\$2,500.00	\$90.00	\$2,250.00
40	Furnish, install and remove test pumping equipment set at 380 ft bgs, for well development and testing.	1	EA	\$ 16,000	\$16,000.00	\$9,600.00	\$9,600.00	\$15,000.00	\$15,000.00
41	Conduct final development by pumping and surging with vertical turbine pump.	60	HR	\$ 325	\$19,500.00	\$300.00	\$18,000.00	\$250.00	\$15,000.00
42	Conduct step drawdown pumping testing for yield and drawdown, as specified.	10	HR	\$ 325	\$3,250.00	\$300.00	\$3,000.00	\$250.00	\$2,500.00
43	Conduct constant rate pumping test with a minimum of 4 hrs of recovery measurements, as specified.	28	HR	\$ 325	\$9,100.00	\$300.00	\$8,400.00	\$250.00	\$7,000.00

B-3

Item No.	Description	Qty	Unit	Engineer's Estimate		1 Best Drilling and Pump, Inc. Colton, CA		2 Bakersfield Well & Pump Co. Bakersfield, CA	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
44	Conduct dynamic spinner (flowmeter) survey during constant rate pumping test.	1	LS	\$ 4,000	\$4,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
45	Conduct depth-specific water quality sampling using two liter wireline fluid sampler (during constant rate pumping test). District's water quality laboratory shall provide the specified	5	EA	\$ 2,500	\$12,500.00	\$295.00	\$1,475.00	\$2,400.00	\$12,000.00
<b>Final Video Survey, Wellhead Completion and Disinfection</b>									
46	Conduct color "dual-cam" downhole video survey, provide two copies in DVD format.	1	LS	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
47	Complete wellhead as designed and conduct final well disinfection using liquid chlorine.	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
<b>Standby Time</b>									
48	Standby time with active rig and crew as directed by IRWD.	40	HR	\$300.00	\$12,000.00	\$150.00	\$6,000.00	\$250.00	\$10,000.00
49	Standby time with inactive rig and crew ("water watch") as directed by IRWD.	72	HR	\$200.00	\$14,400.00	\$100.00	\$7,200.00	\$100.00	\$7,200.00
<b>SUBTOTAL - Base Bid Items</b>					\$1,463,400.00		\$1,453,695.00		\$1,632,621.00
<b>Alternative Bid Items</b>									
<b>Borehole Abandonment and Additional Depth Samples</b>									
A-1	Abandonment of pilot hole for Well OPA-1 in accordance with City of Orange requirements, if necessary.	1,000	FT	\$25.00	\$25,000.00	\$10.00	\$10,000.00	\$10.00	\$10,000.00
A-2	Additional runs with wireline fluid sampler to collect depth specific water quality samples (See Bid Item 45).	5	EA	\$250.00	\$1,250.00	\$295.00	\$1,475.00	\$1,500.00	\$7,500.00
SUBTOTAL, Alternative Bid Items					\$26,250.00		\$11,475.00		\$17,500.00
SUBTOTAL, Base Bid and Alternative Bid Items					\$1,489,650.00		\$1,465,170.00		\$1,650,121.00
Adjustment (+ or -)					\$0.00		\$0.00		\$0.00
<b>TOTAL AMOUNT OF BID</b>					<b>\$1,489,650.00</b>		<b>\$1,465,170.00</b>		<b>\$1,650,121.00</b>
						<b>Item Delivery Dates:</b>		<b>Item Delivery Dates:</b>	
						Mild Steel Conductor Casing: 7 days		Mild Steel Conductor Casing: 7 days	
						<b>Manufacturers:</b>		<b>Manufacturers:</b>	
						Mild Steel Conductor Casing: Ross Moss		Mild Steel Conductor Casing: Ross Moss	
						<b>Subcontractors:</b>		<b>Subcontractors:</b>	
						Barney's - 1%		Hogg Drilling - Conductor Casing & Borehole Drilling	
						Cal Boring - 2%		Pacific Survey - Logging, Alignment	
						Pacific Survey - 1%		Test Spinner Log & Video	

B-4

**EXHIBIT "C"**

**CONSULTANT SELECTION MATRIX**

OPA-1 Construction Services									
Item	Description	Weights	Geoscience		Richard C. Slade		WEI		
A	Overall Project Understanding	30%	1		3		2		
B	Relevant Experience	40%	1		2		3		
C	Scope of Proposal	30%	1		3		2		
	<b>COMBINED WEIGHTED SCORE</b>		1.0		2.6		2.4		
TASK			Task Hours	FEE	Task Hours	FEE	Task Hours	FEE	
1.0	Attend Preconstruction Meeting		9	\$1,520	6	\$1,128	18	\$3,398	
2.0	Review Submittals and Respond to RFIs		21	\$2,775	27	\$4,218	44	\$7,595	
3.0	Project Management		98	\$14,195					
3.1	Full Time Construction Inspection Services		213	\$26,430	202	\$23,110	324	\$47,636	
3.2	Part Time Construction Inspection Services		328	\$42,180	280	\$34,796	268	\$41,186	
3.3	Optional - Recommended Additional Tasks		<i>See Below</i>						
4.0	Select Zones for Isolated Aquifer Zone Testing		9	\$1,310	12	\$2,016	11	\$2,294	
5.0	Mechanical Grading Analysis		15	\$1,615	7	\$1,140	35	\$5,955	
6.0	Preparation of Final Well Design		54	\$8,110	34	\$4,848	46	\$8,024	
7.0	Recommended Pumping Rate Memorandum		32	\$4,310	24	\$3,656	46	\$8,024	
8.0	Finalize DSWAP Document		32	\$4,115	32	\$4,762	42	\$7,940	
9.0	Well Completion Summary Report		154	\$19,370	74	\$10,404	100	\$17,320	
10.0	Miscellaneous Services			\$10,000		\$10,000		\$10,000	
		<b>Subtotal</b>	<b>965</b>	<b>\$135,930</b>	<b>698</b>	<b>\$100,078</b>	<b>934</b>	<b>\$159,372</b>	
3.3	Optional - Recommended Additional Tasks		19	\$2,815	-	-	118	\$9,279	
	<b>TOTAL CONSTRUCTION PHASE SERVICES FEE</b>		<b>984</b>	<b>\$138,745</b>	<b>698</b>	<b>\$100,078</b>	<b>1052</b>	<b>\$168,651</b>	
	<b>Forced Rankings</b>		<b>1-First</b>		<b>3-Third</b>		<b>2-Second</b>		

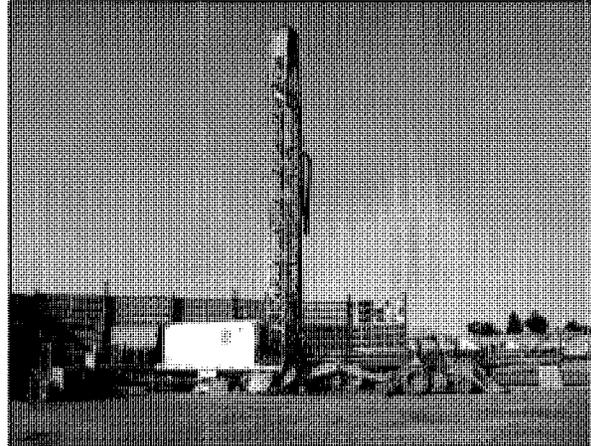
## SECTION 3 – SCOPE OF SERVICES

The Scope of Services provided herein is GEOSCIENCE's interpretation of level of effort needed for construction phase services to meet the District's requirements as presented in the June 14, 2012 Request for Proposal and attached exhibits. While attempting to follow the District's request, GEOSCIENCE has included their own ideas regarding the services and level of effort to provide appropriate oversight during well destruction, drilling, construction, development and testing.

### 1.0 ATTEND PRE-CONSTRUCTION MEETING

Prior to beginning any work in the field GEOSCIENCE will prepare and submit a draft agenda for District approval prior to finalizing. GEOSCIENCE will provide copies of the final agenda for the District and Contractor at the pre construction conference. Additionally, GEOSCIENCE will attend and lead the meeting with the District and the selected contractor. The meeting will be initially held at the District's Sand Canyon Headquarters, progressing to the well site located at 678 N. Gravier Street in the City of Orange, California, prior to concluding the meeting.

The purpose for the pre-construction meeting will be to review key issues within both the contract documents and the technical specifications, and to address questions regarding hydrogeologic and logistical matters. Items to be discussed at the meeting will include (but not be limited to) required submittals and inspections, permitting, required notifications, well destruction, demolition of remaining site facilities, delivery of salvaged equipment to the District, noise mitigation, drilling procedure and fluid control, isolated aquifer zone testing, well design, development, work schedule, invoicing, and communication protocols.



Additionally, at the time of the pre-construction meeting the contractor will have the opportunity to visit the well site to satisfy himself regarding conditions that may affect equipment set up. Potential issues may include site access, noise issues, location of the water source, electrical and other hazards, location of storm drains or flood control channels, placement of sound barriers, etc. At the time of the meeting, the contractor will have the opportunity to point out any issues that he may have regarding preparation of the site for the work.

### 2.0 REVIEW OF CONTRACTOR SUBMITTALS AND REQUESTS FOR INFORMATION.

As part of the work, GEOSCIENCE will review up to 25 Contractor submittals prior to beginning well destruction and well construction to ensure that the Contractor's plans comply with contract documents and the technical specifications (i.e., the Project Manual). This work will include interpretation of plans and specifications as needed, and assisting the District in responding to up to five Contractor Requests for Information (RFIs).

It is understood that submittal review may include such items as:

- ▼ Well destruction permit

- ▼ Well drilling permit
- ▼ City of Orange permits including: well permit, transportation permit (if Contractor's equipment requires), hauling permit, and encroachment permit
- ▼ Certificates of insurance
- ▼ Business Licenses
- ▼ Traffic Control Plans
- ▼ Noise abatement plan and structural engineer's report,
- ▼ Notice of Intent to comply with NPDES permit and RWQCB discharge authorization and monitoring plan,
- ▼ Contractor's proposed drilling program and procedures,
- ▼ Drilling fluid control program,
- ▼ Pump curve for isolated aquifer testing,
- ▼ Pump curve for development and aquifer testing
- ▼ Well construction materials (i.e., casings and screen, filter pack, cement, ancillary tubing, etc.),
- ▼ Proposed subcontractors for geophysical borehole logging, gyroscopic and video surveys
- ▼ Erosion control plan
- ▼ Spill prevention plan
- ▼ Site safety measures
- ▼ Cuttings disposal plan

### **3.0 CONSTRUCTION PHASE SERVICES**

GEOSCIENCE will provide project management services during the construction phase of the new well to ensure that the geohydrologic aspects of project are carried out in an efficient manner. Documents will be emailed to the District's project manager on the business day following the day that the work occurred in the field. Project management activities will include:

- ▼ Review and response to contractor submittals and requests for information;
- ▼ Evaluation of substitute materials suggested by the contractor;
- ▼ Review of contractor change order requests for legitimacy;
- ▼ Review of contractor invoices to ensure accuracy and completeness;
- ▼ Emailing daily field notes and other essential paperwork, correspondence, etc.;
- ▼ Weekly email status reports summarizing wellsite activities and issues that must be addressed;
- ▼ Weekly updates will include periods when no active work is taking place on site;
- ▼ Preparation and transfer of photo and video logs;
- ▼ Periodic telephone or conference calls, as necessary;
- ▼ Review and sign (at District headquarters) Contractor's monthly invoices; and
- ▼ Preparation of final punch list items and final inspection.

In addition, on a weekly basis GEOSCIENCE will provide the District with:

- ▼ Scheduling forecasts; and
- ▼ Budget status reports showing remaining funds available on a line item basis.

If any line item task is expected to be exceeded, a description and supporting cause for the extra work will be provided to the District in the weekly report.

GEOSCIENCE will provide on-site inspection services during the destruction of the existing Orange Park Mutual Water Company Well No. 3, and during drilling, construction, development, and testing of the Irvine Ranch Water District Orange Park Acres Well No. 1. All wellsite activities and important details will be recorded in GEOSCIENCE's daily field notes and will include personnel and equipment onsite, material delivery, a timeline of site activities, issues of concern that may arise, site conditions, and conversations that are held either between GEOSCIENCE and District staff, members of the public and GEOSCIENCE while on site, and/or the Contractor and GEOSCIENCE.

Per the District's request, construction phase field tasks have been divided into full time (i.e., 24 hour per day), and part time (i.e., as needed periodic inspections) services. Task 3.3 includes additional inspection services that are recommended during sound barrier installation.

**3.1 Full Time Construction Inspection Services**

The following tasks will be supervised at a full time level at the request of the District.

**3.1.1 Well Destruction**

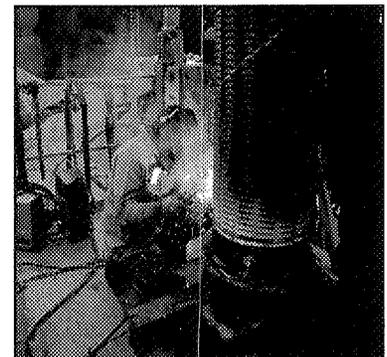
GEOSCIENCE will provide inspection services during destruction of the existing OPAMWC Well No. 3, including delivery of salvaged components to the District, witnessing the video survey that is conducted once the pump has been removed, bailing of sediment and materials from the bottom of the well in compliance with state standards, perforating or ripping the casing using a Mill's knife, and pumping the well full with cement grout that will be held under pressure for the specified period of time. Addition of only a minimal mushroom cap will be allowed to facilitate removal of the cement column at a later time when excavating the wet well.



**3.1.2 Conductor Borehole Drilling and Casing and Cement Seal Installation**

Onsite field inspection will be provided during the drilling of the conductor borehole to 80 ft below ground surface, and installation of the conductor casing and sanitary cement seal, to ensure that all materials are furnished and installed in accordance with the technical specifications and regulatory requirements.

It is anticipated that the shallow subsurface materials contain large cobbles and boulders. Additional field inspection time has been added to accommodate for this. If less than the anticipated number of hours is actually used, the amount of this line item will be reduced accordingly.



**3.1.3 Well Casing and Screen Installation**

Full time inspection will be provided during the installation of the casing, screen, and appurtenance to ensure that all materials are furnished and placed in accordance with the recommended designs and the technical specifications. Prior to installation, GEOSCIENCE personnel will inspect the casing and screen to ensure the proper material type has been supplied, to record heat numbers from the delivered casing and screen, obtain mill

certificates, as well as to measure casing and screen diameters and length, measure the ellipticity (out-of-roundness) of each section of casing and screen, and to measure screen slot openings for compliance with the specified design.

**3.1.4 Filter Pack and Annular Seal Installation**

Prior to completing the well, random samples will be collected from the super sacks containing filter pack material that are delivered to the site. These samples will be sieved to ensure that the gradation of the delivered material complies with both the filter pack design specified in the final well design technical memorandum, and with the approved filter pack submittal.

Full time inspection will be provided during the installation of filter pack and annular seals to ensure that placement procedures comply with the technical specifications, including that the proper amount of disinfectant is being added.

As the filter pack and annular cement seal is being installed, GEOSCIENCE will track the volume placed against the volume calculated from the caliper log, to ensure that there are no voids forming, or bridging occurring, within the annular space.

**3.1.5 Spinner Survey**

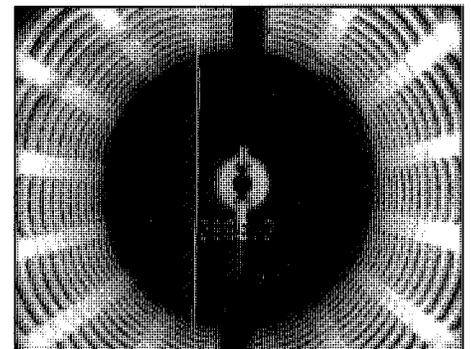
At the end of the constant rate pumping test, GEOSCIENCE personnel will witness the spinner survey and that will be conducted to ensure that the logs comply with the technical specifications. Additionally, GEOSCIENCE will assist the District in the selection of depth specific zones for wireline sampling, including coordinating and picking up bottles, collecting and preserving the water quality samples on ice, and delivering the collected samples to the District’s laboratory.

**3.1.6 Geophysical Borehole Logs**

GEOSCIENCE personnel will witness geophysical borehole logs as they are performed in the field to ensure that all logging complies with the technical specifications. Permeable and non permeable formation material will be identified from the geophysical borehole logs and from the samples collected during drilling. Based on this information, as well as information collected during the drilling process, recommendations will be made for the selection of zones (i.e., depth intervals) for isolated aquifer zone testing.

**3.1.7 Caliper Survey**

GEOSCIENCE will provide full time inspection during the caliper log to ensure that logs comply with the technical specifications. The purpose of the caliper log is to measure final (reamed or enlarged) borehole diameters and volumes with depth.



### 3.1.8 Video Survey

Following removal of the test pumping equipment and bailing of the bottom of the well, GEOSCIENCE will provide full-time inspection of a final downhole video survey to document the post-construction condition.

The post-construction condition of the well site will also be inspected to ensure that all equipment, materials, and trash have been removed and that the site has been restored as close as possible to its original condition.

### 3.1.9 Gyroscopic Alignment Survey

GEOSCIENCE will also provide full-time inspection during the gyroscopic alignment survey, the purpose of which is to measure well verticality and alignment.

### 3.1.10 Final Well Disinfection

Inspection of the final chlorination of the well will be provided to ensure that approved disinfection materials, concentrations, and methods are used by the contractor.

GEOSCIENCE will provide inspection of the final wellhead completion to ensure that the well casing and appurtenances are finished as described by the technical specifications and/or well design. Specifically, the materials used for capping the well casing and appurtenances will be confirmed and the quality of the welds surrounding each cap will be checked for adequacy. The approximate elevation of the well casing and appurtenances above ground surface will also be confirmed.

## 3.2 Part Time Construction Inspection Services

### 3.2.1 Pilot Borehole Drilling

Onsite field inspection will be provided on a part-time basis during pilot borehole drilling. Formation samples will be collected at 10 ft intervals (or more frequently depending on the stratigraphy encountered), and will be identified as to material type and production potential by visually logging them in the field using the Unified Soil Classification System (USCS). The samples will be placed in properly labeled Ziploc® plastic bags at the drilling site and will be transported to GEOSCIENCE's laboratory.

While onsite, GEOSCIENCE will review the Contractor's daily logs and other paperwork for compliance with the technical specifications regarding such items as pipe and tubing tallies, mud properties, borehole deviation surveys, proper operation of the geolograph, mechanical breakdowns and repairs, and containment of spills. Copies of the above listed items will be retained in GEOSCIENCE's files and will be included as appendices to the summary report. If necessary, GEOSCIENCE will periodically record noise levels while at the site.

Upon completion of the pilot borehole drilling, GEOSCIENCE personnel will provide onsite inspection of the geophysical borehole logging (i.e., short- and long normal resistivity, spontaneous potential, gamma-ray, and acoustic sonic logs).

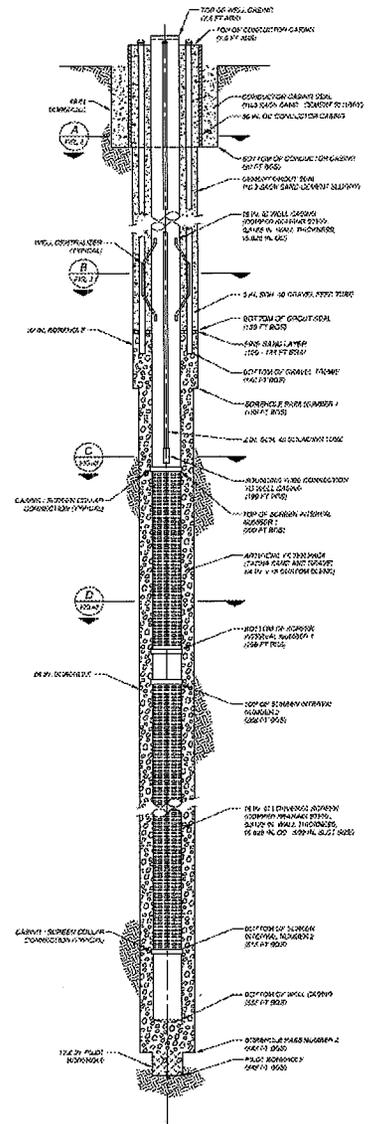
**3.2.2 Isolated Aquifer Zone Testing**

The purpose of isolated aquifer zone testing is to determine both yield and water quality from the potential completion interval(s) before determining the final well design. Due to the depth of the borehole, it is anticipated that up to four (4) zones will be tested. Recommendations for isolated aquifer zone testing will be provided to the District in letter form, within 24-hours of the completion of geophysical logging.

Once depth intervals for aquifer zones have been identified for selective zone testing (based on drilling samples and geophysical logs), construction of the zones by the contractor will begin. GEOSCIENCE will provide part-time inspection during construction and testing of each zone. GEOSCIENCE always recommends that zone testing be performed at discharge rates exceeding 200 gallons per minute (gpm) to ensure that representative sampling of the aquifer is taking place and that the aquifer is being sufficiently stressed to provide the best available field data. Whenever possible, turbidity measurements taken from the discharge water should be less than 10 nephelometric turbidity units (NTUs) before collecting water quality samples from any given zone.

After each zone has been appropriately developed, water samples will be collected and delivered to a State of California certified water quality testing laboratory for general mineral and physical properties analysis (or any other analyses specific to the well site as may be required). Field measurements will also be collected during each zone test to determine field parameters such as pH, temperature, and electrical conductivity. Additionally, the discharge rate from each zone will be measured and static and pumping water levels will be measured frequently during pumping so that each zone's productivity can be determined (including pressure head and specific capacity).

The zone selection and recommended water quality analytical suite will be presented to the District for approval prior to implementation in the field. Analysis of samples with short turn around times will be the responsibility of the Contractor who will use an outside laboratory. It is recommended that the ground water quality samples collected from the zone testing be analyzed on a 72 hour turn-around time (rush analyses) as the results of these analyses are integral for determining the screen interval(s) for the final well design. For cost estimating purposes, it is assumed that GEOSCIENCE will not be responsible for water quality laboratory fees.



**3.2.3 Borehole Reaming**

During reaming (enlargement) of the pilot borehole to final design diameter and depth, part-time onsite inspection will be provided to ensure that the work is correctly performed, and that drilling fluid properties are maintained within the parameters defined by the technical specifications.

### 3.2.4 Initial Well Development

GEOSCIENCE will provide part-time inspection during the airlift development process and will closely monitor discharge water turbidity and sand content to track the development progress, and will monitor changes in the level of filter pack in the gravel feed tube. The Contractor will be directed to add filter pack as needed, should the level drop significantly. The progress of development will be tracked on a daily basis by plotting specific drawdown versus discharge rate to ensure the full development has been accomplished before proceeding with aquifer testing. When onsite, GEOSCIENCE will also review the Contractor's discharge records and water quality measurements.

Initial well development by airlifting and swabbing is an extremely important component of the well completion and development process. For cost estimating purposes, GEOSCIENCE assumes 96 hours of initial development for the Well OPA-1 with the addition of a dispersant, however, if it is felt that the well will benefit from additional airlifting and swabbing, the recommendation for additional time will be made.

### 3.2.5 Final Well Development

GEOSCIENCE will monitor final development by pumping on a part-time basis. Tests for sand content and specific capacity will be performed frequently to measure the advancement of the development process, and to ensure that the well is fully developed before beginning aquifer pumping tests. It is assumed that at least 60 hours of development by pumping and surging will be necessary for Well OPA-1.

When onsite, GEOSCIENCE will also review the Contractor's discharge records and water quality measurements.

### 3.2.6 Aquifer Testing – Step Drawdown, Constant Rate, Recovery and Interference Measurements

Once the well development process is considered complete, aquifer pumping tests will be performed to determine well and aquifer characteristics. GEOSCIENCE will provide close inspection during all pumping tests to ensure that quality data is being collected. The following aquifer pumping tests will be performed:

- ▼
Step Drawdown Pumping Test: Time drawdown measurements will be made to determine specific capacity and well efficiency relationships that are necessary to calculate the optimal production rate and pump setting. Typically three to four rates are selected for pumping, beginning with the lowest rate and progressing to the highest.

### 3.2.7 Aquifer Testing – Constant Rate, Recovery and Interference Measurements

- ▼
Constant Rate Pumping Test, Recovery and Interference Measurements: Time drawdown and recovery measurements will be made to estimate aquifer parameters. If access is available and approved, nearby wells will also be monitored to obtain interference ground water levels during the test.

Toward the end of the constant rate test, GEOSCIENCE personnel will collect ground water quality samples for analysis of water quality constituents required by the State of California's Title 22 Rule. As

mentioned earlier in this proposal, GEOSCIENCE will assist the District with coordinating and picking up bottles, collecting and preserving the water quality samples on ice, before delivering the collected samples to the District’s laboratory.

At this time, GEOSCIENCE will be providing full time inspection during depth sampling (5 zones) and flowmeter (spinner) testing that is typically conducted during the latter portion of the constant rate testing.

**3.3 Recommended Additional Construction Inspection Services**

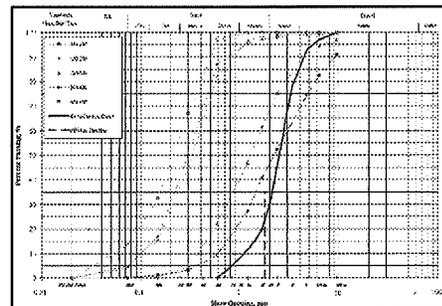
GEOSCIENCE recommends adding part time inspection during sound barrier installation to ensure that the Contractor is complying with the technical specifications and the approved submittal for wind load and seismic capacity, particularly due to the homes and public areas that are located adjacent to the site.

**4.0 EVALUATION OF GEOPHYSICAL AND LITHOLOGIC LOGS**

GEOSCIENCE will witness geophysical borehole logs as they are performed in the field. Permeable and non permeable formation material will be identified from the geophysical borehole logs, and from the samples collected at 10 ft intervals during drilling. Based on this information, as well as other information collected during the drilling process, recommendations will be made for the selection of zones (i.e., depth intervals) for isolated aquifer zone testing. Recommendations for isolated aquifer zone testing will be provided to the District in letter form, within 24-hours of the completion of geophysical logging.

**5.0 MECHANICAL GRADING ANALYSIS**

Using the visual and geophysical logs collected from the pilot borehole, up to ten (10) samples will be selected for mechanical grain size (i.e., sieve) analysis to assess permeability, sand migration potential, and uniformity coefficients. These analyses will be used as a basis for preparing custom filter pack and well screen designs for the well.



**6.0 PREPARATION OF FINAL WELL DESIGN**

The dimensions of the well casing and screen, and the materials used to manufacture them will be determined based on the results of the borehole lithology, geophysical logs, and anticipated production rate.

Use of a properly designed and installed filter pack will control sand production from the well when pumping. Selection of filter pack material will be determined from mechanical grading analysis, and will be designed based on industry standards regarding pack-to-aquifer ratios. The size of the screen openings will be designed to allow a minimal but acceptable amount of filter pack material to move through the screen. This controlled movement of filter pack material will permit the proper development of the filter pack and near-well zone.

Based on results from the mechanical grading analyses, GEOSCIENCE will design the filter pack with a pack to aquifer ratio of between 4 and 20. We will also use Terzaghi's criteria for the movement of fines through the filter pack, and for the permeability of the aquifer and filter pack. However, it should be recognized that the design criteria for the filter pack will ultimately be determined by the borehole's individual characteristics.

Based on geophysical logs, mechanical grain size analysis, and isolated aquifer zone testing, targeted aquifers will be identified. The final well design will include recommended depth intervals and diameters for the well casing and screen, recommended borehole diameter(s), and the proper screen opening size to complement the filter pack design. Recommended depths for the well appurtenances and deep annular seal will also be provided as necessary.

A draft of the recommended design technical memorandum will be submitted to the District within five days of receipt of final water quality results from zone testing. The draft design will be provided for review and comment by the District prior to meeting with the District.

GEOSCIENCE will prepare a brief PowerPoint presentation and will attend one meeting at District offices to discuss the draft well design recommendations prior finalizing.

The technical memorandum for the recommended well design will include:

- ▼ Reamed borehole diameters and depths,
- ▼ Casing and screen material, depth, diameters, and wall thickness,
- ▼ Screen slot size for proper filter pack control,
- ▼ Camera access and gravel feet pipe details, including material, depth, diameters and wall thickness,
- ▼ Filter pack type and gradation,
- ▼ Filter pack criteria for proper sand control,
- ▼ Uniformity coefficient and sorting factor,
- ▼ Depth of filter pack and fine sand layer,
- ▼ Depth of and composition of annular cement seal,
- ▼ Pilot borehole lithology,
- ▼ Geophysical borehole logs,
- ▼ Results of isolated aquifer zone testing (i.e., static and pumping water levels and water quality found in each zone),
- ▼ Recommended depth of pump intake,
- ▼ Casing collapse calculations,
- ▼ Production potential, and
- ▼ Mass balance equations for completed water quality.

A total of five (5) hard copies of both the draft and final versions of the recommended well design technical memorandum will be submitted to the District, with a CD containing the memorandum in PDF format.

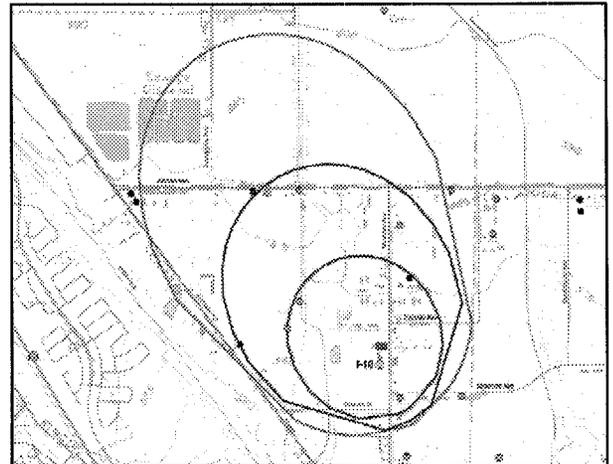
**7.0 RECOMMENDED PUMPING RATE MEMORANDUM**

Following the aquifer pumping tests, GEOSCIENCE will provide a technical memorandum summarizing results of the aquifer pumping tests (i.e., step drawdown, constant rate, recovery and interference measurements), and providing recommendations as to the production capabilities including full capacity and the initial production rate of 2,000 gpm specified in the CEQA document.

Data from the pumping tests will be analyzed and recommended operational parameters will be provided to the District, including design pumping rates to have a limited drawdown effects on nearby wells, pumping limitations as indicated in the CEQA documents, short- and long-term sustainability and drawdown characteristics, well efficiency, and the recommended pump setting.

**8.0 FINALIZE DRINKING WATER SOURCE ASSESSMENT AND PROTECTION (DWSAP) DOCUMENT**

GEOSCIENCE has prepared the preliminary Drinking Water Source Assessment and Protection Permit (DWSAP) document in order to assess nearby possible contaminating activities (PCAs) and to meet State of California and County of Orange permitting requirements prior to drilling the new well. Once the new well has been completed and tested, GEOSCIENCE will finalize the DWSAP document. On the District's behalf, GEOSCIENCE will file a TurboSWAP report with the State of California.



**9.0 WELL COMPLETION SUMMARY REPORT**

At the conclusion of well destruction and construction activities, GEOSCIENCE will prepare a well completion summary report for the well that summarizes the results of the well drilling and testing. The report will include the following:

- ▼ Chronology of well destruction, well drilling, construction, development and testing activities;
- ▼ Lithologic log based on the drill cuttings from the pilot borehole;
- ▼ Mechanical grading analyses and plots showing grain-size curves;
- ▼ Geophysical borehole logs, caliper log, gyroscopic survey and video survey;
- ▼ Details of isolated aquifer zone testing including field water quality data, water levels and discharge rates;
- ▼ As-built diagram showing details of the destroyed well;
- ▼ As-built diagram and table of the replacement well details in AutoCAD format and on mylar including redline markups (paper and electronic);
- ▼ Well development logs;
- ▼ Water level and discharge rate data collected during step drawdown and constant rate tests, including recovery and interference measurements;
- ▼ Analyses and results of aquifer pumping tests including field water quality data, water levels, discharge rates, recovery and interference;
- ▼ Plots showing development data,

- ▼ Plots of step and constant rate testing showing drawdown and flow rates as a function of time, and hydraulic characteristics;
- ▼ Details of wireline depth sampling;
- ▼ Analytical reports showing all water quality data (zone testing, Title 22 and depth sampling);
- ▼ Plumbness and alignment data in tabular form and as a plot;
- ▼ Recommended pump setting, production rate, short- and long-term drawdown;
- ▼ Key photographs taken throughout the destruction, drilling, completion, development and testing process;
- ▼ Other pertinent data and analytical results; and
- ▼ Conclusions and recommendations.

It is assumed that there will be one round of comments and corrections before the final document is submitted to IRWD.

For cost estimating purposes, GEOSCIENCE assumes that five (5) bound hard copies and one (1) CD with electronic (i.e., PDF) copy of the well completion report will be submitted for both the draft and final summary reports.

GEOSCIENCE's costs include eight (8) hours for coordination with the design consultant for the wellhead equipping portion of the project.

## **10.0 MISCELLANEOUS SERVICES**

At the District's request, GEOSCIENCE has included the requested amount of \$10,000 to cover the cost of unforeseen additional or unanticipated out of scope services that were not otherwise included herein. It is understood that this line item will not be used unless written authorization is received from the District in advance of performing any work under this task.

Irvine Ranch Water District  
 Hydrogeologist Construction Phase Services  
 Orange Park Acres Well No. 1 Construction

COST PROPOSAL TO PROVIDE HYDROGEOLOGIST CONSTRUCTION PHASE SERVICES  
 ORANGE PARK ACRES WELL NO. 1 CONSTRUCTION

Task Description		Principal Hydrologist	Senior Geohydrologist	Project Geohydrologist	Senior Staff Geohydrologist	Staff Geohydrologist	Graphics	Clerical	Labor	Reimbursable Expenses <sup>1</sup>	GEOSCIENCE Total Cost
<i>Hourly Rate:</i>		\$250	\$165	\$125	\$115	\$100	\$100	\$75			
<b>1.0 ATTEND PRECONSTRUCTION MEETING</b>											
1.0	Prepare Agenda, Attend and Lead Pre-Construction Conference at District Headquarters and Wellsite		8					1	\$ 1,395	\$ 125	\$ 1,520
<i>Subtotal Task 1:</i>		0	8	0	0	0	0	1	\$ 1,395	\$ 125	\$ 1,520
<b>2.0 REVIEW SUBMITALS AND RESPOND TO RFIs</b>											
2.0	Review of Up to 25 Contractor Submittals, Assist in Responding to up to 5 RFIs		8		12			1	\$ 2,775	\$ -	\$ 2,775
<i>Subtotal Task 2:</i>		0	8	0	12	0	0	1	\$ 2,775	\$ -	\$ 2,775
<b>3.0 CONSTRUCTION PHASE SERVICES - PROJECT MANAGEMENT</b>											
3.0.1	Daily Review of Field and Telephone Notes, Scan and Email		2	30					\$ 4,080	\$ -	\$ 4,080
3.0.2	Prepare Schedule Forecasts, Weekly Status and Budget Status Reports		2	30					\$ 4,080	\$ -	\$ 4,080
3.0.3	Review and Sign Contractor Requests for Payment		24						\$ 3,960	\$ 500	\$ 4,460
3.0.4	Prepare Final Punch List Items and Attend Final Site Visit with District Personnel		6		4				\$ 1,450	\$ 125	\$ 1,575
<i>Subtotal Task 3.0:</i>		0	34	60	4	0	0	0	\$ 13,570	\$ 625	\$ 14,195
<b>3.1 CONSTRUCTION PHASE SERVICES- FULL TIME CONSTRUCTION INSPECTION SERVICES</b>											
3.1.1	Destruction of Well OPAMWC No. 3 - Remove Existing Pump, Video Survey, Bail, Perforate, Cement, Overpressure, Backfill			10		40			\$ 5,250	\$ 625	\$ 5,875
3.1.2	Conductor Borehole Drilling and Conductor Casing and Cement Seal Installation		2			36			\$ 3,930	\$ 500	\$ 4,430
3.1.3	Installation of Casing and Screen	1	4		16	16			\$ 4,350	\$ 375	\$ 4,725
3.1.4	Installation of Filter Pack and Annular Seals	1	4		16	16			\$ 4,350	\$ 500	\$ 4,850
3.1.5	Witness Spinner Survey in Field					4			\$ 400	\$ 125	\$ 525
3.1.6	Witness Geophysical Borehole Logs in Field			9					\$ 1,125	\$ 125	\$ 1,250

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Irvine Ranch Water District  
Hydrogeologist Construction Phase Services  
Orange Park Acres Well No. 1 Construction

COST PROPOSAL TO PROVIDE HYDROGEOLOGIST CONSTRUCTION PHASE SERVICES  
ORANGE PARK ACRES WELL NO. 1 CONSTRUCTION

Task Description		Principal Hydrologist	Senior Geohydrologist	Project Geohydrologist	Senior Staff Geohydrologist	Staff Geohydrologist	Graphics	Clerical	Labor	Reimbursable Expenses <sup>1</sup>	GEOSCIENCE Total Cost
<i>Hourly Rate:</i>		\$250	\$165	\$125	\$115	\$100	\$100	\$75			
3.1.7	Witness Caliper Survey in Field				6				\$ 690	\$ 125	\$ 815
3.1.8	Witness Final Video Survey in Field		2			6			\$ 930	\$ 125	\$ 1,055
3.1.9	Witness Gyroscopic Alignment Survey		1			6			\$ 765	\$ 125	\$ 890
3.1.10	Final Disinfection (Including pH Adjustment) and Temporary Capping of Well		1			16			\$ 1,765	\$ 250	\$ 2,015
<i>Subtotal Task 3.1:</i>		2	14	19	38	140	0	0	\$ 23,555	\$ 2,875	\$ 26,430
<b>3.2</b>	<b>CONSTRUCTION PHASE SERVICES- PART TIME CONSTRUCTION INSPECTION SERVICES</b>										
3.2.1	Pilot Borehole Drilling, Sampling of Cuttings	1	6		24	36			\$ 7,600	\$ 875	\$ 8,475
3.2.2	Isolated Aquifer Zone Testing - 4 Zones	1	6	8	24	60			\$ 11,000	\$ 2,000	\$ 13,000
3.2.3	Borehole Reaming Pass		2			36			\$ 3,930	\$ 500	\$ 4,430
3.2.4	Initial Development by Airlifting and Swabbing	1	2		8	24			\$ 3,900	\$ 500	\$ 4,400
3.2.5	Final Development by Pumping	1	4		8	24			\$ 4,230	\$ 625	\$ 4,855
3.2.6	Aquifer Testing - Step Drawdown Pumping Test	1	2			10			\$ 1,580	\$ 125	\$ 1,705
3.2.7	Aquifer Testing - Constant Rate Pumping Test, Interference and Recovery Measurements, includes Coordination, Picking Up Bottle Sets, Collecting Title 22 and Depth Specific Samples (5 Zones), Delivering Water Quality Samples to District's Lab	1	6	8		24			\$ 4,640	\$ 675	\$ 5,315
<i>Subtotal Task 3.2:</i>		6	28	16	64	214	0	0	\$ 36,880	\$ 5,300	\$ 42,180
<b>3.3</b>	<b>OPTIONAL: CONSTRUCTION PHASE SERVICES- RECOMMENDED ADDITIONAL TASKS</b>										
3.3	Inspection during Mobilization and Sound Barrier Installation (Part Time Inspection)	1	6			12			\$ 2,440	\$ 375	\$ 2,815
<i>Subtotal Task 3.3:</i>		1	6	0	0	12	0	0	\$ 2,440	\$ 375	\$ 2,815
<i>Subtotal Task 3 (not including optional 3.3):</i>		8	76	95	106	354	0	0	\$ 74,005	\$ 8,800	\$ 82,805

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Irvine Ranch Water District  
Hydrogeologist Construction Phase Services  
Orange Park Acres Well No. 1 Construction

COST PROPOSAL TO PROVIDE HYDROGEOLOGIST CONSTRUCTION PHASE SERVICES  
ORANGE PARK ACRES WELL NO. 1 CONSTRUCTION

Task Description		Principal Hydrologist	Senior Geohydrologist	Project Geohydrologist	Senior Staff Geohydrologist	Staff Geohydrologist	Graphics	Clerical	Labor	Reimbursable Expenses <sup>1</sup>	GEOSCIENCE Total Cost
<i>Hourly Rate:</i>		\$250	\$165	\$125	\$115	\$100	\$100	\$75			
<b>4.0 SELECT ZONES FOR ISOLATED AQUIFER ZONE TESTING</b>											
4.0	Evaluation of Geophysical Logs and Lithology, Selection of Intervals for Zone Testing, Prepare Brief Letter with Recommended Zones to be Tested	1	4			4			\$ 1,310	\$ -	\$ 1,310
<i>Subtotal Task 4:</i>		1	4	0	0	4	0	0	\$ 1,310	\$ -	\$ 1,310
<b>5.0 MECHANICAL GRADING ANALYSIS</b>											
5.0	Perform Mechanical Grading Analyses (assumes 10 samples)		1	2		12			\$ 1,615	\$ -	\$ 1,615
<i>Subtotal Task 5:</i>		0	1	2	0	12	0	0	\$ 1,615	\$ -	\$ 1,615
<b>6.0 PREPERATION OF FINAL WELL DESIGN</b>											
6.1	Prepare Draft Technical Memorandum with Recommended Well Design, Provide 5 Hard Copies and CD with PDF File	1	8			12	2	2	\$ 3,120	\$ 150	\$ 3,270
6.2	Attend One Meeting with District to Review Proposed Well Design, Including PowerPoint Presentation	4	8		4				\$ 2,780	\$ 250	\$ 3,030
6.3	Incorporate District Comments, Prepare Final Well Design, Provide 5 Hard Copies and CD with PDF File	1	4			4	2	2	\$ 1,660	\$ 150	\$ 1,810
<i>Subtotal Task 6:</i>		6	20	0	4	16	4	4	\$ 7,560	\$ 550	\$ 8,110
<b>7.0 RECOMMENDED PUMPING RATE MEMORANDUM</b>											
7.1	Prepare Draft Technical Memorandum with Recommended Pump Design, Pump Setting and Discharge Rate, Provide 5 Hard Copies and CD with PDF File	1	2	8		12		1	\$ 2,855	\$ 150	\$ 3,005
7.2	Incorporate District Comments, Prepare Final Technical Memorandum with Recommended Pump Design, Pump Setting and Discharge Rate, Provide 5 Hard Copies and CD with PDF File	1	2	4				1	\$ 1,155	\$ 150	\$ 1,305
<i>Subtotal Task 7:</i>		2	4	12	0	12	0	2	\$ 4,010	\$ 300	\$ 4,310

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Irvine Ranch Water District  
 Hydrogeologist Construction Phase Services  
 Orange Park Acres Well No. 1 Construction

COST PROPOSAL TO PROVIDE HYDROGEOLOGIST CONSTRUCTION PHASE SERVICES  
 ORANGE PARK ACRES WELL NO. 1 CONSTRUCTION

Task Description		Principal Hydrologist	Senior Geohydrologist	Project Geohydrologist	Senior Staff Geohydrologist	Staff Geohydrologist	Graphics	Clerical	Labor	Reimbursable Expenses <sup>1</sup>	GEOSCIENCE Total Cost
<b>Hourly Rate:</b>		\$250	\$165	\$125	\$115	\$100	\$100	\$75			
<b>8.0 FINALIZE DSWAP DOCUMENT</b>											
8.1	Finalize DWSAP Document, Submit Turbo SWAP	1	4	4	2	16	4	1	\$ 3,715	\$ 400	\$ 4,115
<b>Subtotal Task 8:</b>		<b>1</b>	<b>4</b>	<b>4</b>	<b>2</b>	<b>16</b>	<b>4</b>	<b>1</b>	<b>\$ 3,715</b>	<b>\$ 400</b>	<b>\$ 4,115</b>
<b>9.0 WELL COMPLETION SUMMARY REPORT</b>											
9.1	Prepare Draft Summary Report Containing Results of Well Destruction, Well Construction and Testing, Provide 5 Hard Copies and CD with PDF File	1	16	16	10	40	16	4	\$ 11,940	\$ 250	\$ 12,190
9.2	Address One Round of Comments and Prepare Final Report Summarizing Results of Well Destruction and Well Completion and Testing, Provide 5 Hard Copies and CD with PDF File	1	16	2		16	4	4	\$ 5,440	\$ 250	\$ 5,690
9.3	Coordinate with Design Consultant for Wellhead Equipping	2	6						\$ 1,490		\$ 1,490
<b>Subtotal Task 9:</b>		<b>4</b>	<b>38</b>	<b>18</b>	<b>10</b>	<b>56</b>	<b>20</b>	<b>8</b>	<b>\$ 18,870</b>	<b>\$ 500</b>	<b>\$ 19,370</b>
<b>10.0 MISCELLANEOUS SERVICES</b>											
10.0	Miscellaneous Services for Out of Scope, Additional or Unanticipated Services	8	36		4	16			\$ 10,000		\$ 10,000
<b>Subtotal Task 10:</b>		<b>8</b>	<b>36</b>	<b>0</b>	<b>4</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ 10,000</b>
<b>SUBTOTAL HOURS AND COST - Tasks 1 - 10 Without Optional Task 3.3:</b>		<b>30</b>	<b>199</b>	<b>131</b>	<b>138</b>	<b>486</b>	<b>28</b>	<b>17</b>	<b>\$ 125,255</b>	<b>\$ 10,675</b>	<b>\$ 135,930</b>
<b>TOTAL HOURS AND COST (INCLUDING OPTIONAL ITEMS):</b>		<b>31</b>	<b>205</b>	<b>131</b>	<b>138</b>	<b>498</b>	<b>28</b>	<b>17</b>	<b>\$ 127,695</b>	<b>\$ 11,050</b>	<b>\$ 138,745</b>

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<sup>1</sup> Reimbursable Expenses include Mileage, Field Per Diem at \$125/day, report reproduction costs.

<sup>2</sup> Assumes 10 ft per hour drilling rate; total pilot borehole depth of 1,000 ft; well to be completed to depths of approximately 900 ft.

<sup>3</sup> It should be noted that additional costs, which cannot be foreseen at this time, are sometimes incurred due to equipment breakdowns on the part of the drilling contractor, and/or problems in material procurement or construction. Additional inspection hours for such field-related

# IRVINE RANCH WATER DISTRICT EXHIBIT "E"

## Expenditure Authorization

Project Name: OPA / REGIONAL GROUNDWATER PROJECTS SITE VISIT FOR E

EPMS Project No: 11405 EA No: 3

ID Split: Regional Potable Water Splits (11/08)

Oracle Project No: 1250

### Improvement District (ID) Allocations

Project Manager: UEMATSU, PATRICIA

Project Engineer: MOEDER, JACOB

Request Date: July 12, 2012

### ID No. Allocation % Source of Funds

ID No.	Allocation %	Source of Funds
112	4.3	BONDS YET TO BE SOLD**
113	5.2	BONDS YET TO BE SOLD**
115	7.3	CAPITAL FUND
121	15.3	BONDS YET TO BE SOLD**
130	11.8	BONDS YET TO BE SOLD**
140	4.2	BONDS YET TO BE SOLD**
150	31.2	BONDS YET TO BE SOLD**
153	3.4	BONDS YET TO BE SOLD**
154	1.5	BONDS YET TO BE SOLD**
161	8.0	BONDS YET TO BE SOLD**
182	3.0	BONDS YET TO BE SOLD**
184	2.8	BONDS YET TO BE SOLD**
186	1.0	BONDS YET TO BE SOLD**
188	1.0	BONDS YET TO BE SOLD**
<b>Total</b>	<b>100.0%</b>	

### Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$843,600
This Request:	\$1,872,200
<b>Total EA Requests:</b>	<b>\$2,715,800</b>
Previously Approved Budget:	\$7,355,300
Budget Adjustment Requested this EA:	\$0
<b>Updated Budget:</b>	<b>\$7,355,300</b>
<b>Budget Remaining After This EA</b>	<b>\$4,639,500</b>

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING IRWD	0	0	0	(100,000)	200,000	100,000	12/11	12/12
ENGINEERING - PLANNING OUTSIDE	0	0	0	0	20,000	20,000	12/11	12/12
ENGINEERING DESIGN - IRWD	0	60,000	60,000	0	60,000	60,000	1/09	12/12
ENGINEERING DESIGN - OUTSIDE	0	435,000	435,000	0	475,000	475,000	1/09	12/12
ENGINEERING - CA&I IRWD	60,000	0	60,000	100,000	80,000	180,000	3/13	4/14
ENGINEERING - CA&I OUTSIDE	138,000	40,000	178,000	0	300,000	300,000	3/13	4/14
CONSTRUCTION	1,550,000	268,400	1,818,400	0	5,800,000	5,800,000	3/13	4/14
LEGAL	5,000	0	5,000	0	10,000	10,000	1/09	4/14
WATER QUALITY	20,000	0	20,000	0	20,000	20,000	12/11	4/14
ENGINEERING ENVIRONMENTAL-OUTS	10,000	0	10,000	0	40,000	40,000	3/11	7/12
Contingency - 5.00% Subtotal	\$89,200	\$40,200	\$129,400	\$0	\$350,300	\$350,300		
<b>Subtotal (Direct Costs)</b>	<b>\$1,872,200</b>	<b>\$843,600</b>	<b>\$2,715,800</b>	<b>\$0</b>	<b>\$7,355,300</b>	<b>\$7,355,300</b>		
Estimated G/A - 180.00% of direct labor*	\$135,000	\$117,000	\$252,000	\$0	\$648,000	\$648,000		
<b>Total</b>	<b>\$2,007,200</b>	<b>\$960,600</b>	<b>\$2,967,800</b>	<b>\$0</b>	<b>\$8,003,300</b>	<b>\$8,003,300</b>		
Direct Labor	\$80,000	\$60,000	\$140,000	\$0	\$360,000	\$360,000		

\*EA includes estimated G&A. Actual G&A will be applied based on the current ratio of direct labor to general and administrative costs.

EA Originator:

Department Director:

Finance:

Board/General Manager:

\*\* IRWD hereby declares that it reasonably expects those expenditures marked with two asterisks to be reimbursed with proceeds of future debt to be incurred by IRWD in a maximum principal amount of \$8,164,000. The above-captioned project is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. This declaration of official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.