

AGENDA

IRVINE RANCH WATER DISTRICT BOARD OF DIRECTORS REGULAR MEETING

November 25, 2013

PLEDGE OF ALLEGIANCE

CALL TO ORDER

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

ROLL CALL

Directors Matheis, LaMar, Swan, Withers and President Reinhart

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.

COMMUNICATIONS TO THE BOARD

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.

PRESENTATION

3. WATER RESOURCES REFORM AND DEVELOPMENT ACT UPDATE

The District's consultant, Mr. Sean Taylor, will provide an update on the Water Resources Reform and Development Act.

CONSENT CALENDAR	Next Resolution No. 2013-53	Items 4 through 10
4. <u>MINUTES OF REGULAR BOARD MEETING</u>	Recommendation: That the minutes of the November 11, 2013 Regular Board meeting be approved as presented.	
5. <u>OCTOBER 2013 TREASURY REPORTS</u>	Recommendation: That the Board receive and file the treasurer's investment summary report, the monthly interest rate swap summary for October 2013, and disclosure report of reimbursements to board members and staff; approve the October 2013 summary of payroll ach payments in the total amount of \$1,450,561 and approve the October 2013 accounts payable disbursement summary of warrants 342865 through 343730, workers' compensation distributions, wire transfers, payroll withholding distributions and voided checks in the total amount of \$25,636,545.	
6. <u>QUITCLAIM OF REAL PROPERTY –THE IRVINE COMPANY LLC – SEWER PIPELINE EASEMENT PER INST. NO. 89-572280, O.R. IRVINE SPECTRUM</u>	Recommendation: That the Board adopt a resolution approving execution of the quitclaim deed to the Irvine Company LLC.	Reso. No. 2013-
7. <u>QUITCLAIM OF REAL PROPERTY –IRVINE COMMUNITY DEVELOPMENT COMPANY LLC – WATER AND SEWER PIPELINE AND ACCESS EASEMENT PER TRACT NO. 17004 LYING WITHIN PROPOSED TRACT NO. 17619 – ORCHARD HILLS</u>	Recommendation: That the Board adopt a resolution approving execution of the quitclaim deed to the Irvine Community Development Company LLC.	Reso.No 2013-
8. <u>UPCOMING PROJECTS STATUS REPORT</u>	Recommendation: Receive and file.	

CONSENT CALENDAR – Continued

Resolution No. 2013-53

Items 4-10

9. PORTOLA SPRINGS RECYCLED WATER PIPELINE BUDGET ADDITION

Recommendation: That the Board authorize the addition of project 30433 (4951) to the FY 2013-14 Capital Budget in the amount of \$284,500 for the Portola Springs Recycled Water Pipeline, Project 30433 (4951).

10. TUSTIN LEGACY WARNER AVENUE CAPITAL IMPROVEMENTS

Recommendation: That the Board authorize the addition of projects 11716 (4510) and 31716 (4511) for \$196,900 and \$207,900, respectively, to the FY 2013-14 Capital Budget; and approve expenditure authorizations for projects 11716 (4510) and 31716 (4511) for \$196,900 and \$207,900, respectively, for the Tustin Legacy Warner Avenue Improvements from Legacy Road to Tustin Ranch Road, Projects 11716 (4510) and 31716 (4511).

ACTION CALENDAR

11. CONSIDERATION OF ISDOC'S PROPOSED AMENDED BYLAWS

Recommendation: That the Board cast IRWD's vote in favor of approving the amended Independent Special District's of Orange County Bylaws, and direct staff to submit IRWD's ballot by the December 9 deadline.

12. SILVERADO CANYON ROAD DOMESTIC WATER PIPELINE IMPROVEMENTS BUDGET ADDITION, EXPENDITURE AUTHORIZATION AND CONSULTANT SELECTION

Recommendation: That the Board authorize the addition of project 11743 (4919) to the FY 2013-14 Capital Budget in the amount of \$1,057,500; approve an expenditure authorization in the amount of \$149,200; and authorize the General Manager to execute a professional services agreement in the amount of \$105,335 with Civilsorce, Inc. for the Silverado Canyon Road Domestic Water Pipeline Improvements, Project 11743 (4919).

ACTION CALENDAR (Continued)

13. PETERS CANYON CHANNEL WATER CAPTURE AND REUSE PIPELINE

Recommendation: That the Board authorize the General Manager to execute the Peters Canyon Channel Water Capture and Reuse Pipeline Agreement with the cities of Irvine and Tustin, the OCFCD, the County and Caltrans, subject to non-substantial changes, that provides for the funding, design, environmental review, construction, operation and maintenance of the Peters Canyon Pipeline; authorize the addition of Project 21163(4985) for the Peters Canyon Pipeline to the FY 2013-14 Capital Budget in the amount of \$993,500 which will be reimbursed to IRWD by the Funding Parties; approve an Expenditure Authorization in the amount of \$993,500 for the Peters Canyon Pipeline contingent upon the execution of the Agreement; authorize the General Manager to execute a Professional Services Agreement with Tetra Tech in the amount of \$630,000 to provide engineering design services for the Peters Canyon Pipeline contingent upon the execution of the Agreement by all Project Participants; and authorize the General Manager to execute a Professional Services Agreement with ESA in the amount of \$143,200 to prepare a CEQA and NEPA document for the Peters Canyon Pipeline contingent upon the execution of the Agreement by all Project Participants.

OTHER BUSINESS

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 Sessions

- 1) **CLOSED SESSION RELATIVE TO CONFERENCE WITH LABOR NEGOTIATORS** – Government Code Section 54957.6: Agency Designated Representatives: Paul Cook and Jenny Roney; Employee Organization: Irvine Ranch Water District Employees Association
- 2) **CLOSED SESSION WITH LEGAL COUNSEL RELATIVE TO:** Existing litigation - Government Code Section 54956.9(a) - Travelers Insurance vs. IRWD, Patrick Madden Morgan, and The Paper Company.

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.

November 25, 2013
Prepared and
Submitted by: N. Savedra
Approved by: P. Cook



CONSENT CALENDAR

MINUTES OF REGULAR BOARD MEETING

SUMMARY:

Provided are the minutes of the November 11, 2013 Regular Board Meeting for approval.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE MINUTES OF THE NOVEMBER 11, 2013 REGULAR BOARD MEETING BE APPROVED AS PRESENTED.

LIST OF EXHIBITS:

Exhibit "A" – Minutes – November 11, 2013

MINUTES OF REGULAR MEETING – NOVEMBER 11, 2013

The regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 5:05 p.m. by President Reinhart on November 11, 2013 in the District office, 15600 Sand Canyon Avenue, Irvine, California.

Directors Present: Swan, Withers, Matheis, LaMar and Reinhart

Directors Absent: None

Also Present: General Manager Cook, Executive Director of Finance Clary, Executive Director of Water Policy Heiertz, Executive Director of Engineering Burton, Executive Director of Operations Shields, Director of Water Resources Weghorst, Legal Counsel Hoskinson, Assistant Secretary Savedra, Director of Risk Management and Treasury Jacobson, Director of Public Affairs Beeman, Director of Administrative Services Mossbarger, Assistant Director of Maintenance Drake, Ms. Christine Compton, Mr. Eric Akiyoshi, Mr. Mike Hoolihan, Mr. Alex Aguilar, Mr. Christopher Smithson, Mr. Jim Reed, 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 4, C-8, C-9, 10, 12, 13, 14, 15, 17 and 18 will operate in accordance with the District's annual pumping plan. Wells 1, 2, 3, 5, 6, 7, 11 and 16 will be off. This was confirmed by Mr. Cook, General Manager of the District.

On October 2, 2013, the OCWD Board adopted a resolution approving and authorizing execution of an Annexation Agreement with IRWD, the City of Anaheim, YLWD; certified the final program/project EIR for the OCWD annexation request for IRWD, the City of Anaheim, YLWD; authorized filing of a CEQA Notice of Determination; and authorized transmittal of a resolution to LAFCO and directed staff to prepare the necessary documents and application to LAFCO to annex the requested areas into the District. This was confirmed by Mr. Cook.

On October 14, 2013, the IRWD Board adopted the "Final Program/Project Environmental Impact Report OCWD request by the City of Anaheim, IRWD, and Yorba Linda Water District" as a responsible agency under CEQA and directed staff to file a Notice of Determination, and authorized execution of the "Annexation Agreement between OCWD and IRWD regarding annexation to OCWD". 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. On October 14 2013, the IRWD Board 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 approved the operating agreement. This was confirmed by Mr. Cook.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED - None.

PRESENTATION

NATIONAL PURCHASING INSTITUTE ACHIEVEMENT OF EXCELLENCE IN PROCUREMENT AWARD

Mr. Alex Aguilar presented the Achievement of Excellence in Procurement Award given to IRWD by the National Purchasing Institute for the 13th consecutive year. The award is achieved by those organizations that demonstrate excellence in procurement by obtaining a high score on a rating of standardized criteria

PUBLIC HEARING

CONSOLIDATION OF COTERMINOUS IMPROVEMENT DISTRICTS 125 AND 225; DETACHMENTS FROM AND ANNEXATIONS TO IMPROVEMENT DISTRICTS 153 AND 253; FORMATION OF IMPROVEMENT DISTRICTS 185 AND 285; AND ADOPTION OF PLANS OF WORKS FOR IMPROVEMENT DISTRICTS 125, 225, 153, 253, 185, AND 285

General Manager Cook reported that at the October 28, 2013 Board meeting, the Board approved several resolutions declaring to annex specified territory to IDs 153 and 253, the formation of ID 185 and 285 along with the adoption of Plan of Works respectively, and ordering the consolidation of coterminous IDs (21 IDs) and adoption of Plans of Works for consolidated ID Nos. 125 and 225.

Mr. Cook said that the purpose of these Public hearings are to allow members of the public and the Board to consider any matters concerning the consolidation of the identified coterminous IDs, the annexation and detachment of specified territories for IDs 153 and 253 and the formation of the water ID 185 and the sewer ID 285. The District Secretary has noticed the hearings pursuant to the requirements of Section 6066 of the California Government Code.

Executive Director of Finance Clary reported that this is the final step in a three stage process to annex specified territory to IDs 153 and 253, the formation of ID 185 and 285 along with the adoption of Plan of Works respectively, and ordering the consolidation of coterminous IDs (21 IDs) and adoption of Plans of Works for consolidated ID Nos. 125 and 225.

President Reinhart declared this to be the time and place for a hearing on:

- The consolidation of coterminous water IDs 102, 105, 106, 121, 130, 135, 140, 161, 182, 184, and 186 into ID 125 and Sewer IDs 2(202), 206, 221, 230, 235, 250, 261, 282, 284, and 286 into ID 225 and the adoption of Plans of Works for the new consolidated IDs;
- The detachment and annexation of specified territories to IDs 153 and 253 and to adopt revised Plans of Works for the water and sewer IDs 153 and 253;
- The formation of ID 185 and adoption of a Plan of Works; and
- The formation of ID 285 and adoption of a Plan of Works.

President Reinhart declared the hearing open and asked the Secretary how the hearing was noticed.

Assistant Secretary Savedra said that the Notice of the time and place of this hearing was published in the Orange County Register on October 28, 2013 and November 4, 2013. A notice was also posted in the District office on October 28, 2013, and on October 29, 2013, notices were posted in three public places within the territories proposed to be annexed or detached.

On MOTION by Swan, seconded and unanimously carried, THE AFFIDAVIT OF POSTING AND THE PROOF OF PUBLICATION PRESENTED BY THE ASSISTANT SECRETARY WAS RECEIVED AND FILED.

President Reinhart requested Legal Counsel to describe the nature of the proceedings.

Legal Counsel Hoskinson said that tonight's public hearing is held to provide all persons interested an opportunity to be heard, to present objections or protests, including any written comments submitted, concerning the District's intended consolidation of certain specified coterminous water and sewer IDs into IDs 125 and 225; annexation and detachment of specified territories into IDs 153 and 253; formation of ID 185; formation of ID 285; and adoption of respective plans of works for each such action.

President Reinhart inquired of the Secretary whether there have been any written communications. Assistant Secretary Savedra said that there were none.

President Reinhart inquired whether there is anyone present who wishes to address the Board concerning the proposed annexations to and detachments from the listed improvement districts. There was no one who wished to be heard.

President Reinhart inquired whether there are any comments or questions from members of the Board of Directors. There were none.

Directors LaMar and Swan recognized staff for their hard work and effort on the completion of this project. On MOTION by Swan, seconded and unanimously carried, THE HEARING WAS CLOSED AND THE FOLLOWING RESOLUTIONS WERE ADOPTED BY TITLE:

RESOLUTION NO. 2013- 43

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE IRVINE RANCH WATER DISTRICT ORDERING
THE CONSOLIDATION OF COTERMINOUS IMPROVEMENT
DISTRICTS AND ADOPTION OF PLANS OF WORKS FOR
CONSOLIDATED IMPROVEMENT DISTRICTS 125 AND 225

RESOLUTION NO. 2013- 44

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
IRVINE RANCH WATER DISTRICT ORDERING
THE DETACHMENT OF SPECIFIED TERRITORY FROM,
AND THE ANNEXATION OF SPECIFIED TERRITORY TO
IMPROVEMENT DISTRICT NOS. 153 AND 253
AND ADOPTING REVISED PLANS OF WORKS

RESOLUTION NO. 2013- 45

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE IRVINE RANCH WATER DISTRICT ORDERING THE
FORMATION OF IMPROVEMENT DISTRICT NO. 185,
ADOPTING PLAN OF WORKS AND SETTING FORTH
THE ESTIMATED EXPENSE OF CARRYING OUT THE
PURPOSE OF SAID IMPROVEMENT DISTRICT

RESOLUTION NO. 2013- 46

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE IRVINE RANCH WATER DISTRICT ORDERING THE
FORMATION OF IMPROVEMENT DISTRICT NO. 285,
ADOPTING PLAN OF WORKS AND SETTING FORTH
THE ESTIMATED EXPENSE OF CARRYING OUT THE
PURPOSE OF SAID IMPROVEMENT DISTRICT

CONSENT CALENDAR

On MOTION by Swan, seconded and unanimously carried, CONSENT CALENDAR ITEMS 5 THROUGH 12 WERE APPROVED AS FOLLOWS:

5. MINUTES OF REGULAR BOARD MEETING

Recommendation: That the minutes of the October 28, 2013 Regular Board meeting be approved as presented.

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

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

7. QUITCLAIM OF REAL PROPERTY – CITY OF TUSTIN WATER PIPELINE EASEMENT PER PARCEL MAP NO. 91-265 TUSTIN METROLINK STATION

Recommendation: That the Board adopt the following resolution by title:

RESOLUTION NO. 2013-47

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT
APPROVING EXECUTION OF THE QUITCLAIM DEED TO
THE CITY OF TUSTIN

8. QUITCLAIM OF REAL PROPERTY – Foothill 10/PAD 2, LLC AND CPUS Foothill Plaza, LP Portion of Sewer Pipeline Easement per Inst. No. 19960563167, O.R. Glenn Ranch Road Sewer – Foothill Plaza

Recommendation: That the Board adopt the following resolution by title:

RESOLUTION NO. 2013-48

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT
APPROVING EXECUTION OF THE QUITCLAIM DEEDS TO
FOOTHILL 10/PAD 2, LLC and CPUS Foothill Plaza, LP

9. QUITCLAIM OF REAL PROPERTY IRVINE COMMUNITY DEVELOPMENT COMPANY LLC WATER AND SEWER PIPELINE AND ACCESS EASEMENT PER TRACT NO. 17004 ORCHARD HILLS

Recommendation: That the Board adopt the following resolution by title:

RESOLUTION NO. 2013-49

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

10. ORANGE PARK ACRES RESERVOIR DEMOLITION FINAL ACCEPTANCE

Recommendation: That the Board accept construction of the Orange Park Acres Reservoir Demolition, project 11416 (1337); authorize the General Manager to file a Notice of Completion; and authorize the payment of the retention 35 days after the date of recording the Notice of Completion.

11. 2013 STATE LEGISLATIVE UPDATE

Recommendation: Receive and file.

12. DENTAL INSURANCE COVERAGE FOR CALENDAR YEAR 2014

Recommendation: That the Board authorize the General Manager to extend the existing contract with ACWA/JPIA for Delta DPO Plan A with child and adult orthodontic coverage.

ACTION CALENDAR

ADOPTING REVISED CAPITAL DEFINITIONS

General Manager Cook reported that in early 2011, IRWD undertook a process to review and develop modifications to the District's current capital funding plan. The focus of the review has been to identify issues with the District's existing capital funding plan and to consider adjustments that would improve and update the plan as the District approaches build-out, when its focus will transition to ongoing operations and maintenance activities. The review process has included the input and direction from the Finance and Personnel Committee, the Board, as well as input from interested outside participants which includes representatives from the development community and allows them to provide input as staff develops its updated Long-Term Capital Funding Plan.

Executive Director of Finance Clary reported that the District has undertaken a comprehensive evaluation and study of its long-term financial requirements. She said that IRWD has previously established criteria to designate projects as new capital, replacement or enhancements, for purposes of determining the funding requirements for projects. As one of several components of the actions to be taken based upon IRWD's comprehensive study, IRWD desires to make additional modifications and refinements to the capital definitions.

There being no further discussion, On MOTION by Swan, seconded and unanimously carried, THE BOARD ADOPTED THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2013-50

RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRVINE RANCH WATER DISTRICT ADOPTING REVISED CAPITAL DEFINITIONS

PROPOSED CONSUMER PRICE INDEX CHANGES TO SALARY GRADE SCHEDULE AND EMPLOYEE COST OF LIVING ADJUSTMENTS FOR UNREPRESENTED EMPLOYEES

General Manager Cook reported that on item No. 14, there was a correction, and staff would like to amend its recommendation as follows: That the board approved a 0.63% increase to salary grade ranges and a 0.63% Cost of Living Adjustment (COLA) for each eligible unrepresented employee, both effective December 1, 2013, and adopt a resolution rescinding Resolution No. 2013-22 and establishing a revised Schedule of Positions and Salary Rate Ranges.

Mr. Cook said that each year staff typically recommends changes to the Salary Grade Schedule and employee Cost of Living Adjustment based on a September to September comparison of the consumer Price Index (CPI) for the Orange-Riverside-Los Angeles All Urban Consumers. Mr. Cook said that the Bureau of Labor Statistics released the CPI for the one year period September 2012 to September 2013 and it reflected a change in CPI from 238.104 to 239.611, or 0.63%. He said that the COLA adjustments typically become effective December 1 of each year, and that this item implements the COLA to be effective December 1, 2013.

Mr. Cook said that due to the on-going negotiations with the IRWD Employees' Association (IRWDEA), the proposed changes to the salary ranges and salaries would only apply to those employees not included in the General Employees' Unit. Changes to salary ranges and salaries for those employees in the represented unit would be applied subsequent to the ratification and approval of a new Memorandum of Understanding between the IRWDEA and the District.

Director Swan reported that this item was reviewed and approved by the Finance and Personnel Committee on November 5, 2013. There being no further discussion, on MOTION by Swan, seconded and unanimously carried, **THE BOARD APPROVED A 0.63% INCREASE TO SALARY GRADE RANGES AND A 0.63% COST OF LIVING ADJUSTMENT (COLA) FOR EACH ELIGIBLE UNREPRESENTED EMPLOYEE, BOTH EFFECTIVE DECEMBER 1, 2013, AND ADOPTED THE FOLLOWING RESOLUTION BY TITLE:**

RESOLUTION NO. 2012-51

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT, RESCINDING
RESOLUTION NO. 2013-22 AND ESTABLISHING A REVISED
SCHEDULE OF POSITIONS AND SALARY RATE RANGES.

UTILITY BILLING SOFTWARE IMPLEMENTATION UPDATE AND CONSULTANT
VARIANCE APPROVAL FOR BACKFLOW TEST TRACKING, CROSS CONNECTION AND
RECYCLED WATER ON-SITE INSPECTIONS

General Manager Cook reported that the District is currently in the seventh month of a 16-month implementation of the Oracle Customer Care and Billing (CC&B) software system, which focuses on replacing the District's legacy utility billing and customer service request system. Staff has identified the need to include additional functions currently supported in the legacy system; backflow test tracking, cross connection inspections, and recycled water on-site inspections.

Director of Administrative Services Mossbarger reported that initially, the backflow test tracking, cross connection inspections, and recycled water on-site inspections were planned to be implemented using a third-party web-based hosted software solution. Staff selected a third-party implementer who after much effort on both sides was not able to provide a workable solution for the District. Mr. Mossbarger said that staff reviewed other alternatives and determined that including the additional functions as part of the CC&B implementation was the most cost effective and efficient approach. He said that Infosys, the District's CC&B implementation consultant, provided a fixed fee quote of \$110,000 to implement the additional functionality.

Mr. Mossbarger said that the utility billing software implementation project was awarded to Infosys in February 2013 in the amount of \$4,975,000. In April, 2013 staff began the process to implement a commercial off-the-shelf Customer Information System (CIS) solution, the Oracle CC&B software system. He said this system is scheduled to go "live" in August 2014, and consists of five major phases: Requirements Analysis; Configuration Design; Configuration Build; Data Conversion; and Testing and Training. Many tasks have been completed or are in process. The overall project is on time and within budget.

Mr. Mossbarger said that staff believes that the solution provided by Infosys is the most effective as it leverages the integrated customer information contained in CC&B and will not require a separate interface to import and export information to another system. The solution also takes advantage of built-in CC&B software functions such as workflow processes that do not require customization. The work effort required by Infosys to implement the additional functions will not impact the project schedule or require a project time extension as the new requirements will be integrated into the above five major phases.

Director Swan reported that this item was reviewed and approved by the Finance and Personnel Committee on November 5, 2013. On MOTION by Swan, seconded and unanimously carried, THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE VARIANCE NO. 2, IN THE AMOUNT OF \$110,000, WITH INFOSYS FOR ADDITIONAL IMPLEMENTATION SERVICES FOR THE UTILITY BILLING SOFTWARE IMPLEMENTATION, PROJECTS 11615 (3236) AND 21615 (3237).

BAKER WATER TREATMENT FACILITY PARTICIPANT PROJECT FINANCING – EL TORO WATER DISTRICT

General Manager Cook reported that in March 2011, the Finance and Personnel Committee (Committee) approved general terms under which the District would be willing to provide project financing to El Toro Water District (ETWD), in the form of an investment by IRWD, for ETWD's future capital contribution requirement for capacity in the Baker Water Treatment Facility.

Director of Risk Management and Treasurer Jacobson reported in July 2010, District staff met with representatives from ETWD and Trabuco Canyon Water District (TCWD) to discuss possible options available to provide funding for ETWD's and TCWD's respective capital contribution requirements for the new Baker Water Treatment Facility. Based on research and feedback from legal counsel, it was determined that IRWD could finance all, or a portion of, the required capital contributions by making an investment in the respective districts, subject to terms consistent with an equivalent fair market municipal investment. Mr. Jacobson said that the Finance and Personnel Committee approved general fair market investment terms in March 2011, and the ETWD Board subsequently approved the same general financing terms in May 2011. Since that time, District counsel and staff have drafted an Installment Sale Agreement to detail the specific terms of the financing and, based on input from ETWD and its counsel, the final proposed Agreement was completed. On October 22, 2013, the ETWD Board of Directors approved the proposed Installment Sale Agreement between IRWD and ETWD.

Mr. Jacobson said the Agreement includes key investment terms including: Maximum investment amount of \$12.5 million; Investment maturity of up to 20 years from project completion; Interest rate to be set at the *Bloomberg Fair Value Municipal Index* for A-rated utilities using the 20-year index rate (4.67% as of 10/28/13) on the initial funding date; No rate resets or pre-payment penalty; and Related legal expenses shall be paid by ETWD.

He said the exact amount of the proposed investment has not been determined at this time; however the agreement reflects a maximum investment amount of \$12.5 million. The District's actual investment amount will accumulate as ETWD's progress payments for the Baker project become due and on completion of the project, the total investment amount will be determined and

an amortization schedule for payment of principal and interest for the total amount will be finalized. He said that Trabuco Canyon Water District (TCWD) remains interested in this project financing option; however, no further discussions have been held with TCWD since the initial meeting. Should TCWD request similar financing for their portion of the Baker project capacity in the future, staff will notify the Committee and Board separately.

Mr. Jacobson said that in September 2013, staff provided the Committee with a review of the financing terms and an update on ETWD's capital structure, as construction of the Baker facility is approaching. Since the agreed upon general financing terms in 2011, certain changes have occurred including the Baker Plant's project timing and scope, and increased capital contribution requirements for project participants. Additionally, ETWD has recently completed a financing commitment (State Revolving Fund) to fund non-related projects. Staff has reviewed ETWD's debt service coverage projections, which include repayment of the State Revolving Fund loans, and the proposed Installment Sale Agreement. Projected debt service coverage (net revenues available to pay debt service) provided by ETWD for the next five year period ranges from 164% to 322%, with 125% being a typical minimum requirement for similar municipal debt.

Director Swan reported that this item was reviewed and approved by the Finance and Personnel Committee on November 5, 2013. On **MOTION** by Swan, seconded and unanimously carried, **THE BOARD APPROVED THE INSTALLMENT SALE AGREEMENT BETWEEN EL TORO WATER DISTRICT AND IRWD, AND RECOMMEND APPROVAL OF A MUNICIPAL INVESTMENT WITH A MATURITY GREATER THAN FIVE YEARS.**

ASSOCIATION OF CALIFORNIA WATER AGENCIES' STATEWIDE WATER ACTION PLAN

General Manager Cook reported that the ACWA Board unanimously adopted its Statewide Water Action Plan back in September 2013. ACWA is now looking for its members agencies and other entities to adopt resolutions of support for this plan.

Government Relations Manager Compton reported ACWA assembled a cross-section of its members to develop a plan to address the state's overall water supply reliability and ecosystem health. The members are from throughout the state and represent a diverse set of perspectives on how to improve the state's water supply. Ms. Compton said the result of ACWA's effort was the development of the Statewide Water Action Plan. The ACWA members who participated in the development of the Statewide Water Action Plan were from the Bay area; Sacramento Valley; Delta and Sacramento Region; San Joaquin and King Rivers; Mountain Counties; and West and Southern San Joaquin Valley (southern California).

Ms. Compton said that on September 27, 2013, the ACWA Board of Directors approved the Statewide Water Action Plan, and submitted it to Governor Brown as the water community's recommendations for developing the Administration's water plan for the state. ACWA is now asking its members to adopt a resolution in support of the Statewide Water Action Plan. She said that ACWA's Statewide Water Action Plan outlines six guiding principles. The six principles focus on long-term water supply reliability and improved ecosystem health; a new regulatory approach; use of the best available science; water rights and contract terms; bold actions guided by strong leadership; and the need for state financing of water infrastructure.

The Plan also includes 15 statewide action categories and recommended actions in each category in order to improve water supply reliability, protect water rights, protect the integrity of the state's water system and promote better stewardship. The 15 action categories are: Storage, Water Use Efficiency, Water Supply Assurances, Operational Assurances, Improved Regional Self-Reliance, Headwaters, Water Quality, Bay Delta Conservation Plan, Levee Improvement and Maintenance, Emergency Preparedness and Public Safety, Bay-Delta Water Quality Control Plan, Water Bond, Groundwater Resources, Water Transfers, and Governmental Coordination.

Ms. Compton said that overall, the ACWA Statewide Water Action Plan strives to present a balanced set of recommendations for securing California's water future, and outlines a path forward to improve water supply reliability and water quality in the state.

Director Matheis reported that this item was reviewed and approved by the Water Resources Policy and Communications Committee on November 5, 2013. On MOTION by Matheis, seconded and unanimously carried, THE BOARD ADOPTED THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2012-52

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT IN SUPPORT OF
THE ASSOCIATION OF CALIFORNIA WATER AGENCIES'
STATEWIDE WATER ACTION PLAN

OTHER BUSINESS

GENERAL MANAGER'S REPORT

Mr. Cook reported that he and Director Withers will meet with the City of Santa Ana relative to the Heritage Museum. He stated that Ms. Fiona Sanchez and her staff recently conducted a site visit and identified water efficiency improvements for the museum.

Mr. Cook reported that he and Executive Director of Operations Patrick Sheilds are scheduled to meet with Encina Wastewater Authority relative to Encina's energy and biosolids management programs.

DIRECTORS' COMMENTS

Director Matheis reported that she will attend the ACC-OC Legislative Session Recap on Thursday and a NWRI conference and awards ceremony scheduled this Friday.

Director Withers reported that he attended the Regional Water Quality Control Board Meeting held at the District last Friday. He stated that Chair Carole Beswick is stepping down from her position and a search is underway for her replacement. He stated that he will attend a special OCS meeting tomorrow morning.

Director Swan reported that he attended a WACO Committee Meeting, a Concordia University seminar, an ACWA meeting, and MWDOC's elected officials members meeting.

Director LaMar reported that he will attend an ACC-OC Legislative Session on Thursday and a NWRI conference and awards ceremony on Friday. He stated that he and Mr. Paul Cook met with SWRCB member Dorene D'Adamo and provided an overview of IRWD . Ms. D'Adamo was also given a brief tour of the Michelson Water Recycling Plant.

Director Reinhart reported that he attended MWDOC's elected officials' members meeting last week.

CLOSED SESSION

President Reinhart said that a Closed Session would be held relative to Conference with Labor Negotiator pursuant to Government Code Section 54957.6 – Agency Designated Representative: President Reinhart Unrepresented Employee: Paul Cook.

OPEN SESSION

Following the Closed Session, the meeting was reconvened with Directors Swan, Reinhart, LaMar, Withers, and Matheis present. On MOTION by Reinhart, seconded and unanimously carried (5-0 vote), **THE GENERAL MANAGER WAS GRANTED A PERFORMANCE AWARD EQUAL TO 3.23% OF HIS CURRENT BASE SALARY AND A BONUS OF \$7,000.**

ADJOURNMENT

There being no further business, President Reinhart adjourned the meeting.

APPROVED and SIGNED this 25th day of November, 2013.

President/Vice President
IRVINE RANCH WATER DISTRICT

Secretary/Assistant Secretary
IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

Legal Counsel - Bowie, Arneson, Wiles & Giannone

November 25, 2013

Prepared by: T. Fournier/J. Davis

Submitted by: R. Jacobson/Cheryl Clary

Approved by: Paul Cook

CONSENT CALENDAR

OCTOBER 2013 TREASURY REPORTS

SUMMARY:

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

- A. The Investment Summary Report for October 2013. This Investment Summary Report is in conformity with the 2013 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 October 31, 2013, as outlined in Exhibit "B".
- C. The Summary of Payroll ACH payments in the total amount of \$1,450,561, as outlined in Exhibit "C".
- D. The October 31, 2013 Disbursement Summary of warrants 342865 through 343730, wire transfers, Workers' Compensation distributions, payroll withholding distributions, and voided checks in the total amount of \$25,636,545, as outlined in Exhibit "D".
- E. The Disclosure Report of Reimbursements to Board Members and Staff for October 2013, detailing payments or reimbursements for individual charges of \$100.00 or more per transaction, as outlined in Exhibit "E".

FISCAL IMPACTS:

As of October 31, 2013, the book value of the investment portfolio was \$307,679,298, with a 0.38% rate of return and a market value of \$307,686,562. Based on the District's September 30, 2013 quarterly real estate investment rate of return of 9.95%, the District's weighted average return for the fixed income and real estate investments was 2.21%.

As of October 31, 2013, the total notional amount of the interest rate swap portfolio was \$130 million of fixed payer swaps. Cash accrual in October from all swaps was negative \$646,241.

Payroll ACH payments totaled \$1,450,561 and wire transfers, all other ACH payments, and checks issued for debt service, accounts payable, payroll, and water purchases for October totaled \$25,636,545.

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, THE MONTHLY INTEREST RATE SWAP SUMMARY FOR OCTOBER 2013, AND DISCLOSURE REPORT OF REIMBURSEMENTS TO BOARD MEMBERS AND STAFF; APPROVE THE OCTOBER 2013 SUMMARY OF PAYROLL ACH PAYMENTS IN THE TOTAL AMOUNT OF \$1,450,561 AND APPROVE THE OCTOBER 2013 ACCOUNTS PAYABLE DISBURSEMENT SUMMARY OF WARRANTS 342865 THROUGH 343730, WORKERS' COMPENSATION DISTRIBUTIONS, WIRE TRANSFERS, PAYROLL WITHHOLDING DISTRIBUTIONS AND VOIDED CHECKS IN THE TOTAL AMOUNT OF \$25,636,545.

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

Exhibit "E" – Disclosure of Reimbursements to Board Members and Staff

10/31/13

SETTLEMENT	Call Schedule	Initial Call	Maturity Date	Rating	INVESTMENT TYPE	INSTITUTION / ISSUER	PAR Amount	COUPON	YIELD	YTPC	ORIGINAL COST	CARRY VALUE	MARKET VALUE 10/31/2013	(1) UNREALIZED GAIN/(LOSS)(2)
10/15/13			12/01/13		LAIF	State of California Tsy.	\$50,000,000		0.260%		\$50,000,000.00	\$50,000,000.00	50,028,366.00	28,366.00
10/31/13			12/01/13		LAIF-JPA	State of California Tsy.	33,000,000		0.260%		\$33,000,000.00	\$33,000,000.00	33,018,721.56	18,721.56
10/16/13			11/15/13		LAIF-BABS	State of California Tsy.	26,602,870		0.260%		\$26,602,869.59	\$26,602,869.59	26,617,961.93	15,092.34
12/20/12	N/A	N/A	12/19/13	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	10,000,000	0.190%	0.183%		10,000,700.00	10,000,092.31	10,001,100.00	1,007.69
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	5,002,275.00	5,003,550.00	1,275.00
07/11/12	N/A	N/A	02/25/14	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	1.375%	0.301%		5,086,800.00	5,015,754.79	5,020,000.00	4,245.21
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	4,998,776.44	5,005,700.00	6,923.56
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	5,028,971.43	5,035,500.00	6,528.57
01/30/12	One Time	01/30/14	01/30/15	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.750%	0.500%	0.500%	5,024,850.00	5,010,316.38	5,005,550.00	(4,766.38)
01/30/12	One Time	01/30/14	01/30/15	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	10,000,000	0.750%	0.453%	0.453%	10,059,000.00	10,024,493.61	10,011,100.00	(13,393.61)
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	4,998,727.19	5,000,200.00	1,472.81
04/29/13	Quarterly	10/29/13	04/29/15	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	0.320%	0.310%	0.280%	5,001,000.00	5,000,745.21	5,005,500.00	(245.21)
12/18/12	Continuous	03/18/13	06/18/15	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	10,000,000	0.320%	0.360%	0.720%	9,990,000.00	9,993,486.84	10,000,200.00	6,713.16
12/27/12	Continuous	03/26/13	06/26/15	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	10,000,000	0.375%	0.375%	0.375%	10,000,000.00	10,000,000.00	10,000,300.00	300.00
04/30/13	Continuous	07/15/13	07/15/15	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.290%	0.290%	0.290%	5,000,000.00	5,000,000.00	4,998,100.00	(1,900.00)
08/28/12	Continuous	08/27/13	08/27/15	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	10,000,000	0.480%	0.480%	0.480%	10,000,000.00	10,000,000.00	10,000,500.00	500.00
09/17/12	Continuous	09/17/13	09/17/15	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.480%	0.482%	0.482%	4,999,750.00	4,999,843.61	5,000,200.00	356.39
09/17/12	Continuous	09/17/13	09/17/15	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.480%	0.455%	0.472%	5,001,250.00	5,000,781.96	5,000,200.00	(581.96)
09/25/12	Quarterly	09/25/13	09/25/15	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	0.500%	0.470%	0.490%	5,001,500.00	5,000,949.32	5,002,450.00	1,500.68
09/28/12	Continuous	12/28/12	09/28/15	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.450%	0.470%	0.470%	4,997,000.00	4,998,093.15	5,000,200.00	2,106.85
10/17/12	One Time 2yr	10/09/14	10/09/15	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.480%	0.460%	0.466%	5,002,000.00	5,001,300.83	5,008,000.00	6,699.17
12/18/12	Continuous	03/18/13	12/18/15	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	10,000,000	0.400%	0.425%	0.701%	9,992,500.00	9,994,678.08	9,988,500.00	(6,178.08)
12/21/12	Continuous	03/21/13	12/21/15	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.410%	0.418%	0.510%	4,998,750.00	4,999,109.59	4,998,750.00	(359.59)
01/15/13	N/A	07/15/13	01/15/16	NA/AA+/AAA	FHLB - Note	Fed Home Loan Bank	5,000,000	0.375%	0.390%		4,997,750.00	4,998,189.73	4,994,200.00	(3,989.73)
01/17/13	Quarterly	07/15/13	01/15/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.500%	0.500%	0.500%	5,000,000.00	5,000,000.00	4,998,500.00	(1,500.00)
03/21/13	Quarterly	09/04/13	03/04/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.600%	0.566%	0.379%	5,005,000.00	5,004,039.28	4,999,150.00	(4,889.28)
03/14/13	Continuous	09/07/13	03/07/16	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	10,000,000	0.470%	0.490%		9,994,000.00	9,995,278.24	9,996,600.00	1,321.76
05/22/13	Quarterly	08/28/13	03/28/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.650%	0.256%	0.613%	5,005,250.00	5,004,427.95	5,001,650.00	(2,777.95)
04/12/13	Continuous	07/12/13	04/12/16	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.410%	0.447%	0.851%	4,994,500.00	4,995,518.70	4,985,937.50	(9,581.20)
04/30/13	Quarterly	10/25/13	04/25/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.580%	0.536%	0.310%	5,006,550.00	5,005,439.32	4,992,150.00	(13,289.32)
05/24/13	Quarterly	10/25/13	04/25/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	4,975,000	0.580%	0.568%	0.500%	4,976,641.75	4,975,653.42	4,967,189.25	(8,464.17)
05/20/13	Quarterly	10/29/13	04/29/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.500%	0.500%		5,000,000.00	5,000,000.00	4,987,300.00	(12,700.00)
05/31/13	Quarterly	11/27/13	05/27/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.520%	0.585%	0.935%	4,990,000.00	4,991,410.26	4,993,500.00	2,089.74
03/14/13	Continuous	12/26/12	09/26/16	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.680%	0.683%		4,999,500.00	4,999,589.78	4,986,250.00	(13,339.78)
SUB-TOTAL							\$299,577,870				\$299,853,611.34	\$299,640,812.01	\$299,648,076.24	\$7,264.23
RESTRICTED CASH (Swap Collateral Deposits)														
10/01/13					Collateral Deposit	Citi-Group	\$7,618,486		0.150%		\$7,618,486.11	\$7,618,486.11	7,618,486.11	
10/28/13					Collateral Deposit	Merrill Lynch	\$420,000		0.150%		\$420,000.00	\$420,000.00	420,000.00	
SUB-TOTAL							\$8,038,486				\$8,038,486.11	\$8,038,486.11	\$8,038,486.11	
TOTAL INVESTMENTS							\$307,616,356				\$307,892,097.45	\$307,679,298.12	\$307,686,562.35	
				October	Petty Cash Bank Bal.	Bank of America					3,200.00			
											1,240,356.87			
											\$309,135,654.32			

(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

Net Outstanding Variable Rate Debt (Less \$130 million fixed-payer swaps)

Investment Balance:

Investment to Variable Rate Debt Ratio:

Portfolio - Average Number of Days To Maturity

\$350,900,000

\$220,900,000

\$309,135,654

140%

409

	Investment Portfolio	Real Estate Portfolio (3)	Weighted Avg. Return
October	0.38%	9.95%	2.21%
September	0.37%	9.95%	2.18%
Change	0.01%		

This Investment Summary Report is in conformity with the 2013 Investment Policy and provides sufficient liquidity to meet the next six months estimated expenditures.

IRVINE RANCH WATER DISTRICT
SUMMARY OF MATURITIES

10/31/13

DATE	TOTAL	%	LAIF	AGENCIES	COLLATERAL DEPOSIT	CAL REV NOTES
10/13	\$117,641,356	38.24%	\$109,602,870		\$8,038,486	
11/13						
12/13	\$15,000,000	4.88%		15,000,000		
1/14						
2/14	\$5,000,000	1.63%		5,000,000		
3/14						
4/14						
5/14	\$10,000,000	3.25%		10,000,000		
6/14						
07/14						
08/14						
09/14						
SUB-TOTAL	\$147,641,356	48.00%	\$109,602,870	\$30,000,000	\$8,038,486	
13 Months - 3 YEARS						
10/1/2014 - 12/31/2014	-					
1/1/2015 - 3/31/2015	20,000,000	6.50%		20,000,000		
4/1/2015 - 6/30/2015	25,000,000	8.13%		25,000,000		
07/1/2015 - 9/30/2015	35,000,000	11.38%		35,000,000		
10/1/2015 - 12/30/15	\$20,000,000	6.50%		20,000,000		
01/01/16 - 03/31/2016	\$30,000,000	9.75%		30,000,000		
04/01/16 - 06/30/2016	\$24,975,000	8.12%		24,975,000		
07/01/16 - 9/30/2016	\$5,000,000	1.63%		5,000,000		
TOTALS	\$307,616,356	100.00%	\$109,602,870	\$189,975,000	\$8,038,486	

% OF PORTFOLIO

A-2

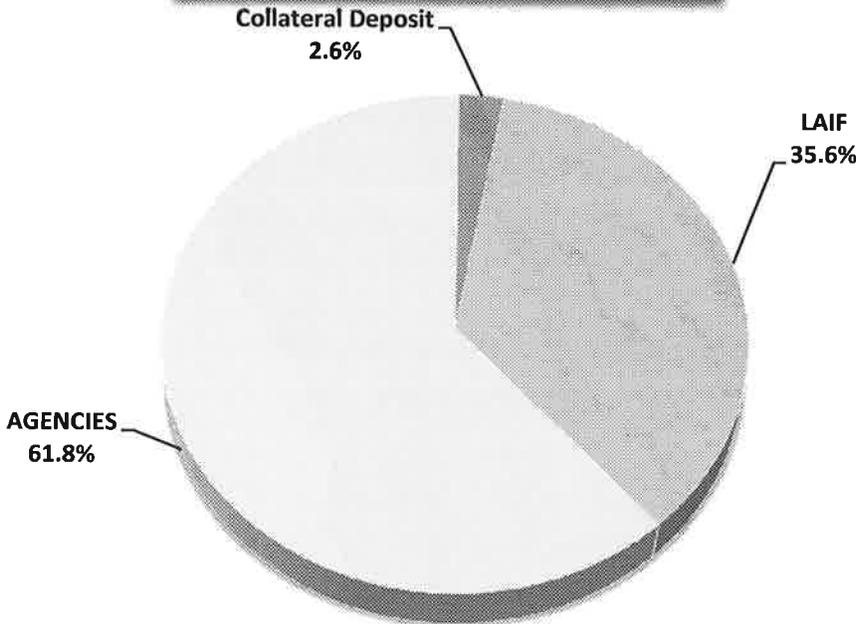
35.63%

61.76%

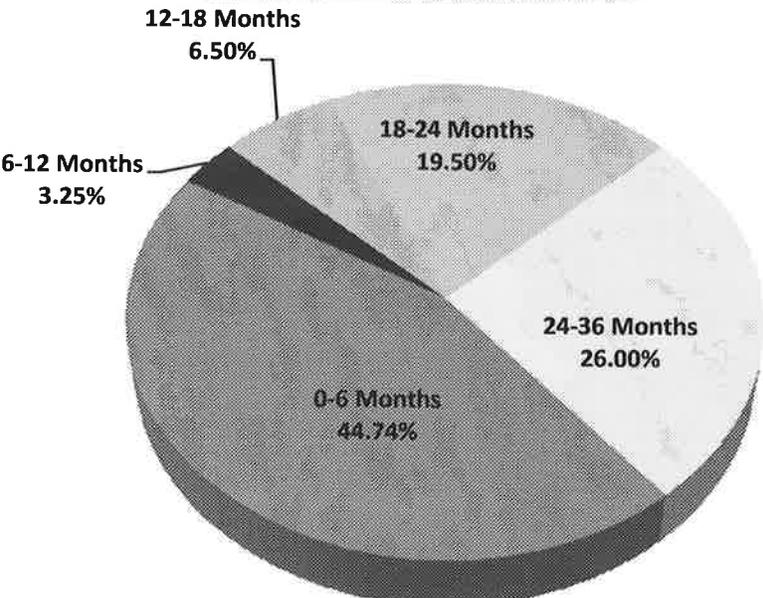
2.61%

October 2013 INVESTMENT PORTFOLIO
October 31, 2013

Portfolio by Investment Type



Portfolio by Maturities



Irvine Ranch Water District
 Summary of Real Estate
 9/30/2013

	<u>ACQUISITION DATE</u>	<u>PROPERTY TYPE</u>	<u>OWNERSHIP INTEREST</u>	<u>ORIGINAL COST</u>	<u>RATE OF RETURN QUARTER ENDED Sep-13</u>
Sycamore Canyon	Dec-92	Apartments	Fee Simple	\$ 43,550,810	12.24%
Wood Canyon Villas	Jun-91	Apartments	Limited Partner	\$ 6,000,000	8.56%
ITC (230 Commerce)	Jul-03	Office Building	Fee Simple	\$ 5,739,845	7.31%
Waterworks Business Pk.	Nov-08	Research & Dev.	Fee Simple	\$ 8,630,577	4.75%
Sand Canyon Professional Center	Jul-12	Medical Office	Fee Simple	\$ 8,648,594	6.36%
				<u>\$ 72,569,826</u>	<u>9.95%</u>

IRVINE RANCH WATER DISTRICT
 INVESTMENT SUMMARY REPORT

Joint Powers Agency - Investment Contracts

10/31/2013

Settlement Date	JPA Issue	Investment Contract	Original Cost	Current Par	Market Value 09/30/13
10/25/1994	JPA - Issue #1	AIG Matched Funding Corp. 7.705% Due 2-15-14	\$ 407,878,616	\$ 238,500,000	\$ 238,500,000
10/25/1994	JPA - Issue #2	Federal National Mortgage Assoc. 8.18% Due 2-15-14	\$ 518,644,189	\$ 349,472,521	\$ 359,477,919
			<u>\$ 926,522,805</u>	<u>\$ 587,972,521</u>	<u>\$ 597,977,919</u>

**IRVINE RANCH WATER DISTRICT INVESTMENT SUMMARY REPORT
 INVESTMENT ACTIVITY
 October**

MATURITIES/SALES/CALLS

PURCHASES

DATE	SECURITY TYPE	PAR	YIELD	Settlement Date	Maturity Date	SECURITY TYPE	PAR	YIELD TO MATURITY
10/17/2013	FHLB	\$5,000,000	0.75%					

**IRVINE RANCH WATER DISTRICT
INTEREST RATE SWAP MONTHLY SUMMARY REPORT - DETAIL
October 31, 2013**

								LIBOR Avg %			Prior Mo.		Current Mo.		12-Mo Avg	
								0.18%			0.17%		0.19%			
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			
Fixed Payer Swaps - By Effective Date																
6/4/2006	6/4/2019	5.6	ML	\$ 20,000,000	FXP	LIBOR	6.200%	\$ (100,183)	\$ (103,740)	\$ (410,786)	\$ (6,646,804)	\$ 14,981,003	\$ (5,018,997)			
6/4/2006	6/4/2019	5.6	CG	\$ 20,000,000	FXP	LIBOR	6.200%	\$ (100,183)	\$ (103,740)	\$ (410,786)	\$ (6,646,804)	\$ 14,976,420	\$ (5,023,580)			
6/17/2006	6/17/2019	5.6	CG	\$ 30,000,000	FXP	LIBOR	6.140%	\$ (148,790)	\$ (154,041)	\$ (610,071)	\$ (9,849,279)	\$ 22,536,782	\$ (7,463,218)			
3/10/2007	3/10/2029	15.4	ML	\$ 30,000,000	FXP	LIBOR	5.687%	\$ (137,448)	\$ (142,360)	\$ (563,650)	\$ (8,753,353)	\$ 20,338,939	\$ (9,661,061)			
3/10/2007	3/10/2029	15.4	CG	\$ 30,000,000	FXP	LIBOR	5.687%	\$ (137,448)	\$ (142,360)	\$ (563,650)	\$ (8,753,353)	\$ 20,344,125	\$ (9,655,875)			
Totals/Weighted Avgs		10.1		\$ 130,000,000			5.949%	\$ (624,052)	\$ (646,241)	\$ (2,558,943)	\$ (40,649,594)	\$ 93,177,269	\$ (36,822,731)			
Total Current Year Active Swaps				\$ 130,000,000				\$ (624,052)	\$ (646,241)	\$ (2,558,943)	\$ (40,649,594)	\$ 93,177,269	\$ (36,822,731)			

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	
								Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference
Total Current Year Active & Terminated Swaps				\$ 130,000,000				\$ (624,052)	\$ (646,241)	\$ (2,558,943)	\$ (40,649,594)	\$ 93,177,269	\$ (36,822,731)

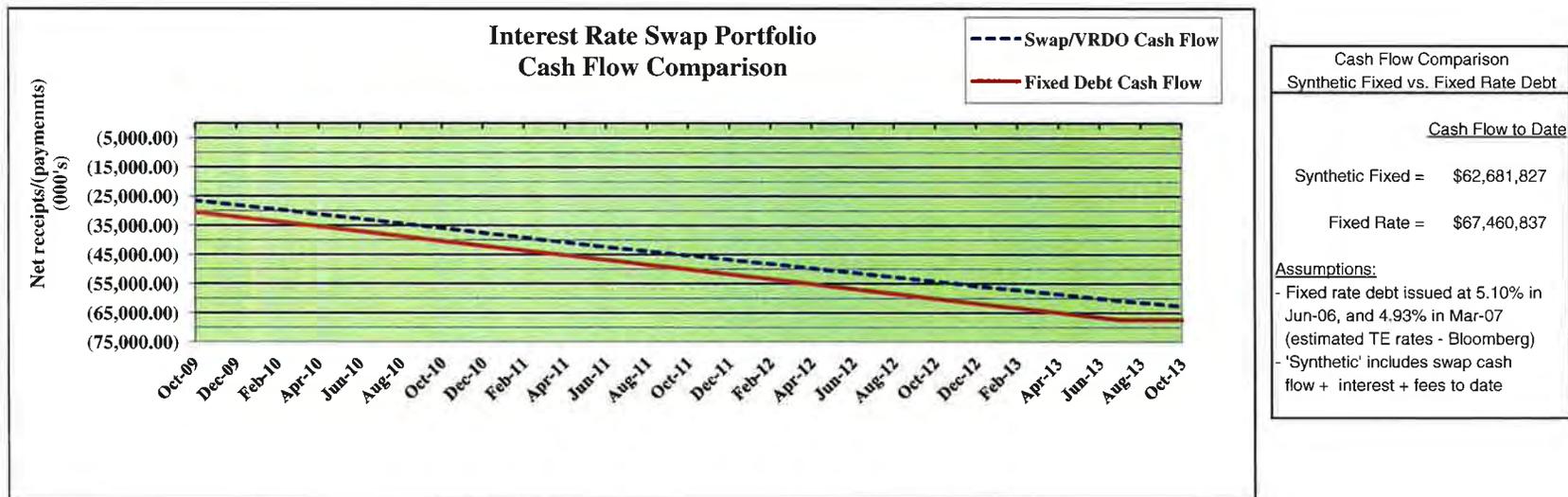


Exhibit "C"

MONTHLY SUMMARY OF PAYROLL ACH PAYMENTS

October
2013

DATE	AMOUNT	VENDOR	PURPOSE
10/4/2013	718,855.27	BANK OF AMERICA	ACH Payments for Payroll
10/18/2013	731,705.71	BANK OF AMERICA	ACH Payments for Payroll
	<u><u>\$1,450,560.98</u></u>		

Exhibit "D"

IRWD Ledger Payment Register For 01-OCT-13 To 31-OCT-13 Report Date: 01-NOV-2013 14:53
 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								
342865		01-OCT-13	SCHEAFER, TOM	COSTA MESA	1,740.00	30-SEP-13	1,740.00	Reconciled
342866		03-OCT-13	Alexander Murphy		425.66	04-OCT-13	425.66	Reconciled
342867		03-OCT-13	Andrew Yue		125.00	22-OCT-13	125.00	Reconciled
342868		03-OCT-13	Carolyn German		99.95	11-OCT-13	99.95	Reconciled
342869		03-OCT-13	Christopher Fike		10.00	09-OCT-13	10.00	Reconciled
342870		03-OCT-13	Damien McBride		225.00	07-OCT-13	225.00	Reconciled
342871		03-OCT-13	Jenny Roney		5,412.38			Voided
342872		03-OCT-13	Malcolm Cortez		114.13	24-OCT-13	114.13	Reconciled
342873		03-OCT-13	Tanja Fournier		35.48	11-OCT-13	35.48	Reconciled
342874		03-OCT-13	Thomas Bonkowski		28.19	07-OCT-13	28.19	Reconciled
342875		03-OCT-13	ORANGE COUNTY SANITATION DISTRICT	FOUNTAIN VALLEY	2,010.00	07-OCT-13	2,010.00	Reconciled
342876		03-OCT-13	4IMPRINT, INC.		1,367.37	08-OCT-13	1,367.37	Reconciled
342877		03-OCT-13	ABEL PUMPS LP		2,443.78	07-OCT-13	2,443.78	Reconciled
342878		03-OCT-13	AKM CONSULTING ENGINEERS, INC.		29,090.00	15-OCT-13	29,090.00	Reconciled
342879		03-OCT-13	ALEXANDER CONTRACT SERVICES INC		103,046.72	09-OCT-13	103,046.72	Reconciled
342880		03-OCT-13	ALPHA TRAFFIC SERVICES, INC.		520.00	08-OCT-13	520.00	Reconciled
342881		03-OCT-13	ALSTON & BIRD LLP		1,205.44	07-OCT-13	1,205.44	Reconciled
342882		03-OCT-13	AMERICAN GEOTECHNICAL, INC.		3,226.00	07-OCT-13	3,226.00	Reconciled
342883		03-OCT-13	AQUA BEN CORPORATION		33,683.04	08-OCT-13	33,683.04	Reconciled
342884		03-OCT-13	AQUA-METRIC SALES COMPANY		6,438.96	15-OCT-13	6,438.96	Reconciled
342885		03-OCT-13	ARCADIS U.S., INC.		380.00	07-OCT-13	380.00	Reconciled
342886		03-OCT-13	ASSOCIATION OF CALIFORNIA WATER AGENCIES/JPIA		34,707.18			Negotiable
342887		03-OCT-13	AT&T		81.22	09-OCT-13	81.22	Reconciled
342888		03-OCT-13	AT&T		164.75	08-OCT-13	164.75	Reconciled
342889		03-OCT-13	ATHENS SERVICES		6,156.04	08-OCT-13	6,156.04	Reconciled
342890		03-OCT-13	AUTOZONE PARTS, INC.		234.42	07-OCT-13	234.42	Reconciled
342891		03-OCT-13	BAILEY, OFELIA		1,200.00	07-OCT-13	1,200.00	Reconciled
342892		03-OCT-13	BALLARD, CARL		1,800.00	11-OCT-13	1,800.00	Reconciled
342893		03-OCT-13	BATTERIES PLUS AND BATTERIES PLUS BULBS		129.31	11-OCT-13	129.31	Reconciled
342894		03-OCT-13	BDC SPECIAL WASTE		872.33	09-OCT-13	872.33	Reconciled
342895		03-OCT-13	BECK, CINDY		1,800.00	30-OCT-13	1,800.00	Reconciled
342896		03-OCT-13	BILL'S SWEEPING SERVICE INC		632.50	08-OCT-13	632.50	Reconciled

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 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								
342897		03-OCT-13	BIOMAGIC INC		3,500.82	10-OCT-13	3,500.82	Reconciled
342898		03-OCT-13	BLACK & VEATCH CORPORATION		394,969.96	10-OCT-13	394,969.96	Reconciled
342899		03-OCT-13	BLACK BOX CORP OF PENNSYLVANIA		279.36	08-OCT-13	279.36	Reconciled
342900		03-OCT-13	BLASICK, DIANE		1,080.00	08-OCT-13	1,080.00	Reconciled
342901		03-OCT-13	BNI PUBLICATIONS, INC.		429.19	08-OCT-13	429.19	Reconciled
342902		03-OCT-13	BOONE, CHUCK		1,620.00	10-OCT-13	1,620.00	Reconciled
342903		03-OCT-13	BORROTO, JORGE		1,740.00	09-OCT-13	1,740.00	Reconciled
342904		03-OCT-13	BRADLEY, CARRIE		1,800.00	15-OCT-13	1,800.00	Reconciled
342905		03-OCT-13	BREITER, JOE		1,800.00	08-OCT-13	1,800.00	Reconciled
342906		03-OCT-13	C WELLS PIPELINE MATERIALS INC		42,444.00	10-OCT-13	42,444.00	Reconciled
342907		03-OCT-13	CALIFORNIA BARRICADE INC		4,382.50	08-OCT-13	4,382.50	Reconciled
342908		03-OCT-13	CANON SOLUTIONS AMERICA, INC.		407.01	07-OCT-13	407.01	Reconciled
342909		03-OCT-13	CAPTIVE AUDIENCE MARKETING INC.		85.32	08-OCT-13	85.32	Reconciled
342910		03-OCT-13	CDW GOVERNMENT LLC		209.52	09-OCT-13	209.52	Reconciled
342911		03-OCT-13	CELAYA, MARY		1,800.00	08-OCT-13	1,800.00	Reconciled
342912		03-OCT-13	CHARLES BORKMAN CONSULTANTS		2,100.00	09-OCT-13	2,100.00	Reconciled
342913		03-OCT-13	CHARLES P CROWLEY COMPANY INC		13,206.60	15-OCT-13	13,206.60	Reconciled
342914		03-OCT-13	CHEESMAN, ENRIQUE		1,680.00	22-OCT-13	1,680.00	Reconciled

342915	03-OCT-13	CHRONTRON CORP	541.70	07-OCT-13	541.70	Reconciled
342916	03-OCT-13	CHUANG, SHIRLEY	233.27	09-OCT-13	233.27	Reconciled
342917	03-OCT-13	CITY CIRCUIT BREAKERS	108.00	07-OCT-13	108.00	Reconciled
342918	03-OCT-13	CITY OF IRVINE	329.02	07-OCT-13	329.02	Reconciled
342919	03-OCT-13	CITY OF ORANGE	36.90	07-OCT-13	36.90	Reconciled
342920	03-OCT-13	CLEARINGHOUSE	528.45	08-OCT-13	528.45	Reconciled
342921	03-OCT-13	CLICKATELL, INC.	300.00			Negotiable
342922	03-OCT-13	COMMERCE ENERGY INC	478.58	08-OCT-13	478.58	Reconciled
342923	03-OCT-13	COMMERCIAL CLEANING SYSTEMS	11,128.99	09-OCT-13	11,128.99	Reconciled
342924	03-OCT-13	COMMERCIAL COATING RESOURCE INC	3,400.00			Negotiable
342925	03-OCT-13	CONEYBEARE INC	13,725.16	08-OCT-13	13,725.16	Reconciled
342926	03-OCT-13	CREDENTIAL CHECK CORPORATION	144.72	08-OCT-13	144.72	Reconciled
342927	03-OCT-13	CRIM, RON	1,800.00	15-OCT-13	1,800.00	Reconciled
342928	03-OCT-13	CSI CONSTRUCTION	721.54	11-OCT-13	721.54	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 3
 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								
342929		03-OCT-13	DEAKYNE, SCOTT		750.00	08-OCT-13	750.00	Reconciled
342930		03-OCT-13	DENGER, LOU		1,800.00	10-OCT-13	1,800.00	Reconciled
342931		03-OCT-13	DME INC		25,403.20	09-OCT-13	25,403.20	Reconciled
342932		03-OCT-13	EI&C ENGINEERING INC		21,170.00	09-OCT-13	21,170.00	Reconciled
342933		03-OCT-13	ELECTRICAL SYSTEMS ENGINEERING CO		12,600.00	09-OCT-13	12,600.00	Reconciled
342934		03-OCT-13	EMEDCO		109.92	09-OCT-13	109.92	Reconciled
342935		03-OCT-13	ENVIRONMENTAL EQUIPMENT SUPPLY, INC		1,015.57	10-OCT-13	1,015.57	Reconciled
342936		03-OCT-13	Eric Olivolo		1,837.00	07-OCT-13	1,837.00	Reconciled
342937		03-OCT-13	ERVIN, CRAIG J		600.00	10-OCT-13	600.00	Reconciled
342938		03-OCT-13	EXECUTIVE LIGHTING & ELECTRIC		1,499.52	07-OCT-13	1,499.52	Reconciled
342939		03-OCT-13	FARRELL & ASSOCIATES		86.91	09-OCT-13	86.91	Reconciled
342940		03-OCT-13	FEDEX		216.43	09-OCT-13	216.43	Reconciled
342941		03-OCT-13	FERGUSON ENTERPRISES, INC.		4,288.62	07-OCT-13	4,288.62	Reconciled
342942		03-OCT-13	FIDELITY SECURITY LIFE INSURANCE COMPANY		6,171.24	10-OCT-13	6,171.24	Reconciled
342943		03-OCT-13	FISERV		394.50	07-OCT-13	394.50	Reconciled
342944		03-OCT-13	FISHER SCIENTIFIC COMPANY LLC		223.15	07-OCT-13	223.15	Reconciled
342945		03-OCT-13	FISHNET SECURITY INC		5,000.00	11-OCT-13	5,000.00	Reconciled
342946		03-OCT-13	FLUID COMPONENTS INTERNATIONAL L.L.C.		2,764.40	08-OCT-13	2,764.40	Reconciled
342947		03-OCT-13	GEISER, DON		1,800.00	07-OCT-13	1,800.00	Reconciled
342948		03-OCT-13	GEORGE, JAYNE		1,260.00	07-OCT-13	1,260.00	Reconciled
342949		03-OCT-13	GONZALEZ, PETER		1,800.00	07-OCT-13	1,800.00	Reconciled
342950		03-OCT-13	GRAINGER		1,163.38	07-OCT-13	1,163.38	Reconciled
342951		03-OCT-13	GRAYBAR ELECTRIC COMPANY		8,687.25	09-OCT-13	8,687.25	Reconciled
342952		03-OCT-13	H2O INNOVATION USA INC		4,619.16	09-OCT-13	4,619.16	Reconciled
342953		03-OCT-13	HABIGER, STEVE		1,800.00			Negotiable
342954		03-OCT-13	HASSETT, MARY KAY		1,800.00	07-OCT-13	1,800.00	Reconciled
342955		03-OCT-13	HEANEY, DAVID		1,800.00	07-OCT-13	1,800.00	Reconciled
342956		03-OCT-13	HILL BROTHERS CHEMICAL COMPANY		13,477.35	10-OCT-13	13,477.35	Reconciled
342957		03-OCT-13	HILLS, JOHN		900.00	07-OCT-13	900.00	Reconciled
342958		03-OCT-13	HOLLIDAY, MARY E		1,200.00	07-OCT-13	1,200.00	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 4
 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								
342959		03-OCT-13	HOME DEPOT USA INC		560.53	09-OCT-13	560.53	Reconciled
342960		03-OCT-13	HOPKINS TECHNICAL PRODUCTS INC		4,634.89	09-OCT-13	4,634.89	Reconciled
342961		03-OCT-13	HYDE, JIM		1,800.00			Negotiable
342962		03-OCT-13	IDENTICARD SYSTEMS WORLDWIDE INC		602.48	09-OCT-13	602.48	Reconciled
342963		03-OCT-13	II FUELS INC		27,572.38	15-OCT-13	27,572.38	Reconciled
342964		03-OCT-13	INDUSTRIAL		481.80	11-OCT-13	481.80	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
			ELECTRIC MACHINERY LLC					
342965	03-OCT-13	03-OCT-13	INDUSTRIAL METAL SUPPLY CO		230.02	08-OCT-13	230.02	Reconciled
342966	03-OCT-13	03-OCT-13	INTERNAL REVENUE SERVICE		25.00	09-OCT-13	25.00	Reconciled
342967	03-OCT-13	03-OCT-13	IRVINE PIPE & SUPPLY INC		42.05	07-OCT-13	42.05	Reconciled
342968	03-OCT-13	03-OCT-13	IRWD EMPLOYEE ASSOCIATION		570.00	04-OCT-13	570.00	Reconciled
342969	03-OCT-13	03-OCT-13	JCI JONES CHEMICALS INC		5,519.33	07-OCT-13	5,519.33	Reconciled
342970	03-OCT-13	03-OCT-13	JOE RHODES MAINT SERVICE INC		212.63	10-OCT-13	212.63	Reconciled
342971	03-OCT-13	03-OCT-13	JOHANNESSEN, JOHNNIE		1,800.00	10-OCT-13	1,800.00	Reconciled
342972	03-OCT-13	03-OCT-13	JOHN G. ALEVIZOS D.O. INC.		367.00	08-OCT-13	367.00	Reconciled
342973	03-OCT-13	03-OCT-13	JOHN MICHAEL COVAS		134.00	10-OCT-13	134.00	Reconciled
342974	03-OCT-13	03-OCT-13	KAMINSKE, ED		1,800.00	07-OCT-13	1,800.00	Reconciled
342975	03-OCT-13	03-OCT-13	KELLEY BLUE BOOK, INC.		75.60	07-OCT-13	75.60	Reconciled
342976	03-OCT-13	03-OCT-13	KILANI, ABDEL		1,620.00	15-OCT-13	1,620.00	Reconciled
342977	03-OCT-13	03-OCT-13	KNUTH, MICHAEL C		900.00	07-OCT-13	900.00	Reconciled
342978	03-OCT-13	03-OCT-13	KONVES, JIM		1,560.00	07-OCT-13	1,560.00	Reconciled
342979	03-OCT-13	03-OCT-13	LEWIS BRISBOTS BISGAARD AND SMITH LLP		3,178.22	08-OCT-13	3,178.22	Reconciled
342980	03-OCT-13	03-OCT-13	LOCHRIDGE, DAVID		1,500.00	07-OCT-13	1,500.00	Reconciled
342981	03-OCT-13	03-OCT-13	LOOMIS, TERRELL		1,560.00	07-OCT-13	1,560.00	Reconciled
342982	03-OCT-13	03-OCT-13	LUBRICATION ENGINEERS, INC.		510.28	07-OCT-13	510.28	Reconciled
342983	03-OCT-13	03-OCT-13	LYNCH, JAN		1,000.00	10-OCT-13	1,000.00	Reconciled
342984	03-OCT-13	03-OCT-13	MACDONALD, BONNIE		1,400.00	08-OCT-13	1,400.00	Reconciled
342985	03-OCT-13	03-OCT-13	MBC APPLIED ENVIRONMENTAL SCIENCES		1,250.00	07-OCT-13	1,250.00	Reconciled

IRWD Ledger Payment Register For 01-OCT-13 To 31-OCT-13 Report Date: 01-NOV-2013 14:53
 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								
342986	03-OCT-13	03-OCT-13	MC MASTER CARR SUPPLY CO		1,781.50	07-OCT-13	1,781.50	Reconciled
342987	03-OCT-13	03-OCT-13	MCCLAIN'S FURNITURE INC		742.50	07-OCT-13	742.50	Reconciled
342988	03-OCT-13	03-OCT-13	MISCOWATER		3,913.58	11-OCT-13	3,913.58	Reconciled
342989	03-OCT-13	03-OCT-13	MOBILE MODULAR MANAGEMENT CORPORATION		972.00	07-OCT-13	972.00	Reconciled
342990	03-OCT-13	03-OCT-13	MORALES, JACK		1,320.00	07-OCT-13	1,320.00	Reconciled
342991	03-OCT-13	03-OCT-13	MORGAN COMPANY		339.58	10-OCT-13	339.58	Reconciled
342992	03-OCT-13	03-OCT-13	MORTON SAFETY CO		18,081.25	08-OCT-13	18,081.25	Reconciled
342993	03-OCT-13	03-OCT-13	MSC INDUSTRIAL SUPPLY CO		349.80	10-OCT-13	349.80	Reconciled
342994	03-OCT-13	03-OCT-13	MUTUAL PROPANE		25.11	07-OCT-13	25.11	Reconciled
342995	03-OCT-13	03-OCT-13	MYERS & SONS HI-WAY SAFETY, INC.		1,867.51	08-OCT-13	1,867.51	Reconciled
342996	03-OCT-13	03-OCT-13	NATIONAL READY MIXED CONCRETE CO		1,089.72	08-OCT-13	1,089.72	Reconciled
342997	03-OCT-13	03-OCT-13	NEW PIG CORPORATION		40.84	10-OCT-13	40.84	Reconciled
342998	03-OCT-13	03-OCT-13	NINYO & MOORE		2,610.25	07-OCT-13	2,610.25	Reconciled
342999	03-OCT-13	03-OCT-13	O G SUPPLY		700.22	08-OCT-13	700.22	Reconciled
343000	03-OCT-13	03-OCT-13	OCEAN BLUE ENVIRONMENTAL SERVICES INC		842.78	10-OCT-13	842.78	Reconciled
343001	03-OCT-13	03-OCT-13	OCTA		1,460.00	08-OCT-13	1,460.00	Reconciled
343002	03-OCT-13	03-OCT-13	OLIN CORPORATION		16,806.11	10-OCT-13	16,806.11	Reconciled
343003	03-OCT-13	03-OCT-13	ON ASSIGNMENT LAB SUPPORT		746.88	07-OCT-13	746.88	Reconciled
343004	03-OCT-13	03-OCT-13	ONESOURCE DISTRIBUTORS LLC		297.09	07-OCT-13	297.09	Reconciled
343005	03-OCT-13	03-OCT-13	ORANGE COUNTY FIRE AUTHORITY		575.00	08-OCT-13	575.00	Reconciled
343006	03-OCT-13	03-OCT-13	PACIFIC COAST BOLT CORP		1,378.73	08-OCT-13	1,378.73	Reconciled
343007	03-OCT-13	03-OCT-13	PACIFIC PARTS & CONTROLS INC		238.18	08-OCT-13	238.18	Reconciled
343008	03-OCT-13	03-OCT-13	PALOMARES, JOHN		1,800.00	07-OCT-13	1,800.00	Reconciled
343009	03-OCT-13	03-OCT-13	PAUL E BRADLEY INC		2,430.00	11-OCT-13	2,430.00	Reconciled
343010	03-OCT-13	03-OCT-13	PERS LONG TERM CARE		852.57	08-OCT-13	852.57	Reconciled
343011	03-OCT-13	03-OCT-13	PHAM, BINH T		1,740.00	08-OCT-13	1,740.00	Reconciled
343012	03-OCT-13	03-OCT-13	PONTON INDUSTRIES INC		2,038.27	11-OCT-13	2,038.27	Reconciled
343013	03-OCT-13	03-OCT-13	POPESCU, LUMINITA		1,560.00	15-OCT-13	1,560.00	Reconciled
343014	03-OCT-13	03-OCT-13	POSEY, WAYNE		1,800.00			Negotiable

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

Account: Checking AP and PR Page: 6
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								
343015		03-OCT-13	PRAXAIR		68.70	09-OCT-13	68.70	Reconciled
343016		03-OCT-13	DISTRIBUTION INC					
343017		03-OCT-13	PRELL, JESSICA		77.73	15-OCT-13	77.73	Reconciled
343018		03-OCT-13	PTI SAND & GRAVEL		1,864.81	09-OCT-13	1,864.81	Reconciled
343019		03-OCT-13	INC					
343020		03-OCT-13	PURE EFFECT INC		5,955.00	08-OCT-13	5,955.00	Reconciled
343021		03-OCT-13	PYRAMID WIRE AND		8,013.60	11-OCT-13	8,013.60	Reconciled
343022		03-OCT-13	CABLE					
343023		03-OCT-13	RAM AIR		2,420.67	07-OCT-13	2,420.67	Reconciled
343024		03-OCT-13	ENGINEERING INC					
343025		03-OCT-13	RBF CONSULTING		14,875.00	10-OCT-13	14,875.00	Reconciled
343026		03-OCT-13	RED WING SHOES		194.40	08-OCT-13	194.40	Reconciled
343027		03-OCT-13	RESPONSE ENVELOPE,		3,641.22	09-OCT-13	3,641.22	Reconciled
343028		03-OCT-13	INC					
343029		03-OCT-13	RICHARD C SLADE &		17,528.50	21-OCT-13	17,528.50	Reconciled
343030		03-OCT-13	ASSOCIATES					
343031		03-OCT-13	RINCON TRUCK		424.88	07-OCT-13	424.88	Reconciled
343032		03-OCT-13	CENTER INC.					
343033		03-OCT-13	SANCHEZ, AL		1,400.00	15-OCT-13	1,400.00	Reconciled
343034		03-OCT-13	SANTA ANA BLUE		385.83	08-OCT-13	385.83	Reconciled
343035		03-OCT-13	PRINT					
343036		03-OCT-13	SANTA MARGARITA		525.91	07-OCT-13	525.91	Reconciled
343037		03-OCT-13	FORD					
343038		03-OCT-13	SCHINDLER ELEVATOR		169.16	08-OCT-13	169.16	Reconciled
343039		03-OCT-13	CORPORATION					
343040		03-OCT-13	SECURTEC DISTRICT		5,760.00	09-OCT-13	5,760.00	Reconciled
343041		03-OCT-13	PATROL INC					
343042		03-OCT-13	SHAMROCK SUPPLY CO		499.50	07-OCT-13	499.50	Reconciled
343043		03-OCT-13	INC					
343044		03-OCT-13	SIGMA-ALDRICH INC		326.78	07-OCT-13	326.78	Reconciled
343045		03-OCT-13	SKIDMORE GLENN D		1,560.00	09-OCT-13	1,560.00	Reconciled
343046		03-OCT-13	SOUTHERN		868,019.15	04-OCT-13	868,019.15	Reconciled
343047		03-OCT-13	CALIFORNIA EDISON					
343048		03-OCT-13	COMPANY					
343049		03-OCT-13	SOUTHERN COUNTIES		1,643.17	07-OCT-13	1,643.17	Reconciled
343050		03-OCT-13	LUBRICANTS LLC					
343051		03-OCT-13	SPARKLETTTS		372.24	10-OCT-13	372.24	Reconciled
343052		03-OCT-13	STANEART, JEFF		1,320.00			Negotiable
343053		03-OCT-13	SULTAN, SAID		1,800.00	10-OCT-13	1,800.00	Reconciled
343054		03-OCT-13	SUN ENGINEERING		5,843.00	11-OCT-13	5,843.00	Reconciled
343055		03-OCT-13	SERVICES, INC					
343056		03-OCT-13	SUNDBERG, RANDY		1,800.00	17-OCT-13	1,800.00	Reconciled
343057		03-OCT-13	SWAINS ELECTRIC		8,344.40			Negotiable
343058		03-OCT-13	MOTOR SERVICE					
343059		03-OCT-13	TAHERI, IRAJ		1,800.00	07-OCT-13	1,800.00	Reconciled
IRWD Ledger Payment Register For 01-OCT-13 To 31-OCT-13 Report Date: 01-NOV-2013 14:53								
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)			Display Supplier Address: No		
Payment Type: All								

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
343043		03-OCT-13	TESTAMERICA		52.50	07-OCT-13	52.50	Reconciled
343044		03-OCT-13	LABORATORIES, INC					
343045		03-OCT-13	TETRA TECH, INC		20,231.62	10-OCT-13	20,231.62	Reconciled
343046		03-OCT-13	THE GITTELMAN		16,791.40	11-OCT-13	16,791.40	Reconciled
343047		03-OCT-13	GROUP					
343048		03-OCT-13	THOMSON, KRIS		1,440.00	08-OCT-13	1,440.00	Reconciled
343049		03-OCT-13	THYSSENKRUPP		217.19	07-OCT-13	217.19	Reconciled
343050		03-OCT-13	ELEVATOR					
343051		03-OCT-13	TIFT, TERESA		1,440.00	09-OCT-13	1,440.00	Reconciled
343052		03-OCT-13	TROPICAL PLAZA		5,228.76	08-OCT-13	5,228.76	Reconciled
343053		03-OCT-13	NURSERY INC					
343054		03-OCT-13	TRUCPARCO		627.77	11-OCT-13	627.77	Reconciled
343055		03-OCT-13	TRUGREEN LANDCARE		5,850.00	10-OCT-13	5,850.00	Reconciled
343056		03-OCT-13	LLC					
343057		03-OCT-13	TUCKER, TOM		1,800.00	07-OCT-13	1,800.00	Reconciled
343058		03-OCT-13	UEMATSU, PATRICIA		1,080.00	08-OCT-13	1,080.00	Reconciled
343059		03-OCT-13	UNDERGROUND		901.50	09-OCT-13	901.50	Reconciled
343060		03-OCT-13	SERVICE ALERT OF					
343061		03-OCT-13	SOUTHERN					
343062		03-OCT-13	CALIFORNIA					
343063		03-OCT-13	UNITED PARCEL		66.28	08-OCT-13	66.28	Reconciled
343064		03-OCT-13	SERVICE INC					
343065		03-OCT-13	UNITED STATES POST		24,580.00	09-OCT-13	24,580.00	Reconciled
343066		03-OCT-13	OFFICE					
343067		03-OCT-13	US BANK NAT'L		43,494.05	15-OCT-13	43,494.05	Reconciled
343068		03-OCT-13	ASSOCIATION NORTH					
343069		03-OCT-13	DAKOTA					
343070		03-OCT-13	US PEROXIDE LLC		12,512.61	10-OCT-13	12,512.61	Reconciled
343071		03-OCT-13	USA BLUEBOOK		463.11	08-OCT-13	463.11	Reconciled

343060	03-OCT-13	VELAZQUEZ, LORETTA	1,800.00	07-OCT-13	1,800.00	Reconciled
343061	03-OCT-13	VERIZON CALIFORNIA INC	243.86	09-OCT-13	243.86	Reconciled
343062	03-OCT-13	VICTORY WELL SURVEYS, LLC	1,595.00	10-OCT-13	1,595.00	Reconciled
343063	03-OCT-13	VWR INTERNATIONAL, LLC	68.07	07-OCT-13	68.07	Reconciled
343064	03-OCT-13	WALSH, SANDY	1,140.00	07-OCT-13	1,140.00	Reconciled
343065	03-OCT-13	WALTERS WHOLESALE ELECTRIC	549.81	09-OCT-13	549.81	Reconciled
343066	03-OCT-13	WALTON MOTORS & CONTROLS INC	600.95	07-OCT-13	600.95	Reconciled
343067	03-OCT-13	WASTE MANAGEMENT OF ORANGE COUNTY	2,178.05	08-OCT-13	2,178.05	Reconciled
343068	03-OCT-13	WATERLINE TECHNOLOGIES INC	2,950.76	09-OCT-13	2,950.76	Reconciled

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 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								
343069		03-OCT-13	WAXIE'S ENTERPRISES, INC		129.66	08-OCT-13	129.66	Reconciled
343070		03-OCT-13	WECK LABORATORIES INC		2,050.00	07-OCT-13	2,050.00	Reconciled
343071		03-OCT-13	WELLS SUPPLY COMPANY		1,170.83	07-OCT-13	1,170.83	Reconciled
343072		03-OCT-13	WELLS, JANET		1,800.00	09-OCT-13	1,800.00	Reconciled
343073		03-OCT-13	WRIGHT, JEANNIE		204.67	09-OCT-13	204.67	Reconciled
343074		03-OCT-13	ZEBRON CONTRACTING INC		5,660.00	10-OCT-13	5,660.00	Reconciled
343075		03-OCT-13	Brad Garcia	HOME	70.00	22-OCT-13	70.00	Reconciled
343076		04-OCT-13	Ray Bennett	HOME	192.63			Negotiable
343077		04-OCT-13	Jenny Roney	HOME	325.71	04-OCT-13	325.71	Reconciled
343078		04-OCT-13	RANCHO SANTA FE APTS	IRVINE	3,285.31	08-OCT-13	3,285.31	Reconciled
343079		04-OCT-13	SANTIAGO AQUEDUCT PAY COMMISSION		58,754.18	15-OCT-13	58,754.18	Reconciled
343080		07-OCT-13	INTERNAL REVENUE SERVICE	WASHINGTON	18,000.00	21-OCT-13	18,000.00	Reconciled
343081		10-OCT-13	Alejandro Coria		83.46	15-OCT-13	83.46	Reconciled
343082		10-OCT-13	Barkev Meserlian		111.42	21-OCT-13	111.42	Reconciled
343083		10-OCT-13	David Chaney		114.24	18-OCT-13	114.24	Reconciled
343084		10-OCT-13	Han-Tsuei Shih		107.36	15-OCT-13	107.36	Reconciled
343085		10-OCT-13	Jeremy Hankla		85.98			Negotiable
343086		10-OCT-13	Jose Martinez		434.00	15-OCT-13	434.00	Reconciled
343087		10-OCT-13	Patrick Shields		12.00			Negotiable
343088		10-OCT-13	Ricky Ruiz		156.71	18-OCT-13	156.71	Reconciled
343089		10-OCT-13	AIRGAS-WEST, INC.		124.84	15-OCT-13	124.84	Reconciled
343090		10-OCT-13	AKM CONSULTING ENGINEERS, INC.		11,150.00	22-OCT-13	11,150.00	Reconciled
343091		10-OCT-13	ALPHA TRAFFIC SERVICES, INC.		470.00	15-OCT-13	470.00	Reconciled
343092		10-OCT-13	AM LEONARD INC		159.55			Negotiable
343093		10-OCT-13	AMERICAN MESSAGING SERVICES LLC		292.51	15-OCT-13	292.51	Reconciled
343094		10-OCT-13	AMERIDEX PLATE EXCHANGERS		5,652.07	21-OCT-13	5,652.07	Reconciled
343095		10-OCT-13	ANDERSONPENNA PARTNERS, INC		16,877.50	18-OCT-13	16,877.50	Reconciled
343096		10-OCT-13	ARALUCE, LAURA		76.87	15-OCT-13	76.87	Reconciled
343097		10-OCT-13	ARC		3,528.20	11-OCT-13	3,528.20	Reconciled
343098		10-OCT-13	ARCADIS U.S., INC.		46,029.99	18-OCT-13	46,029.99	Reconciled
343099		10-OCT-13	ARHIN, EKUA		73.60			Negotiable
343100		10-OCT-13	AT&T		2,943.08	15-OCT-13	2,943.08	Reconciled
343101		10-OCT-13	AT&T		121.50	15-OCT-13	121.50	Reconciled

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 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								
343102		10-OCT-13	AUTOZONE PARTS, INC.		337.67	15-OCT-13	337.67	Reconciled
343103		10-OCT-13	BCGR		1,045.00			Negotiable
343104		10-OCT-13	BDC SPECIAL WASTE		204.20			Negotiable
343105		10-OCT-13	BIGWIG MONSTER, LLC		13,200.00	17-OCT-13	13,200.00	Reconciled
343106		10-OCT-13	BILCO COMPANY		168.70	17-OCT-13	168.70	Reconciled
343107		10-OCT-13	BK FOUNTAIN WORKS		676.84	11-OCT-13	676.84	Reconciled
343108		10-OCT-13	BLACK & VEATCH CORPORATION		97,273.08	18-OCT-13	97,273.08	Reconciled
343109		10-OCT-13	BNI PUBLICATIONS, INC.		239.10	15-OCT-13	239.10	Reconciled

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343110	10-OCT-13	BOWIE, ARNESON, WILES & GIANNONE	68,448.33	28-OCT-13	68,448.33	Reconciled
343111	10-OCT-13	BOYD & ASSOCIATES	225.00	15-OCT-13	225.00	Reconciled
343112	10-OCT-13	C WELLS PIPELINE MATERIALS INC	6,928.20	22-OCT-13	6,928.20	Reconciled
343113	10-OCT-13	CALIFORNIA BARRICADE INC	1,820.00	15-OCT-13	1,820.00	Reconciled
343114	10-OCT-13	CALIFORNIA DEPT OF PUBLIC HEALTH	21,489.97	21-OCT-13	21,489.97	Reconciled
343115	10-OCT-13	CALIFORNIA DEPT OF PUBLIC HEALTH	5,975.00	28-OCT-13	5,975.00	Reconciled
343116	10-OCT-13	CAMPBELL, LEE	60.59	15-OCT-13	60.59	Reconciled
343117	10-OCT-13	CANON FINANCIAL SERVICES, INC	9,812.09	18-OCT-13	9,812.09	Reconciled
343118	10-OCT-13	CANON SOLUTIONS AMERICA, INC.	4,075.12	15-OCT-13	4,075.12	Reconciled
343119	10-OCT-13	CARL WARREN & CO	5,505.79	18-OCT-13	5,505.79	Reconciled
343120	10-OCT-13	CHANG, DAVID	44.61			Negotiable
343121	10-OCT-13	CHO DESIGN ASSOCIATES, INC	1,050.00	11-OCT-13	1,050.00	Reconciled
343122	10-OCT-13	CHU, ROBIN	78.02	22-OCT-13	78.02	Reconciled
343123	10-OCT-13	CITY OF TUSTIN	299.58	11-OCT-13	299.58	Reconciled
343124	10-OCT-13	CLA-VAL COMPANY	2,406.23	11-OCT-13	2,406.23	Reconciled
343125	10-OCT-13	COAST PLUMBING HEATING AND AIR, INC	150.00	11-OCT-13	150.00	Reconciled
343126	10-OCT-13	COHEN, STEVE	22.60	15-OCT-13	22.60	Reconciled
343127	10-OCT-13	CONEYBEARE INC	5,680.70	17-OCT-13	5,680.70	Reconciled
343128	10-OCT-13	DCSE INC	9,768.75			Negotiable
343129	10-OCT-13	DEE JASPAR & ASSOCIATES, INC.	1,777.84	15-OCT-13	1,777.84	Reconciled
343130	10-OCT-13	DEPARTMENT OF MOTOR VEHICLES	150.00	17-OCT-13	150.00	Reconciled
343131	10-OCT-13	DESTEFANO, SETH	55.20			Negotiable

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 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								
343132		10-OCT-13	DETECTION INSTRUMENTS CORP		3,671.79	21-OCT-13	3,671.79	Reconciled
343133		10-OCT-13	EI&C ENGINEERING INC		15,960.00			Negotiable
343134		10-OCT-13	EMPLOYEE BENEFIT SPECIALIST, INC		655.00	15-OCT-13	655.00	Reconciled
343135		10-OCT-13	ENVIRONMENTAL ENGINEERING AND CONTRACTING, INC.		26,468.06	21-OCT-13	26,468.06	Reconciled
343136		10-OCT-13	ENVIRONMENTAL SCIENCE ASSOCIATES		1,696.48			Negotiable
343137		10-OCT-13	EXECUTIVE LIGHTING & ELECTRIC		1,426.63	11-OCT-13	1,426.63	Reconciled
343138		10-OCT-13	EXPRESSAIR		71.00	24-OCT-13	71.00	Reconciled
343139		10-OCT-13	EXTRA SPACE MANAGEMENT		6,512.32			Negotiable
343140		10-OCT-13	FERGUSON ENTERPRISES, INC.		37,207.38	17-OCT-13	37,207.38	Reconciled
343141		10-OCT-13	FISHER SCIENTIFIC COMPANY LLC		1,025.34	15-OCT-13	1,025.34	Reconciled
343142		10-OCT-13	FRYE, KARL		41.90	15-OCT-13	41.90	Reconciled
343143		10-OCT-13	GENERAL ELECTRIC COMPANY		5,068.70	21-OCT-13	5,068.70	Reconciled
343144		10-OCT-13	GLADWELL GOVERNMENTAL SERVICES, INC.		960.00	15-OCT-13	960.00	Reconciled
343145		10-OCT-13	GRAINGER		7,168.21	18-OCT-13	7,168.21	Reconciled
343146		10-OCT-13	HACH COMPANY		4,490.21	15-OCT-13	4,490.21	Reconciled
343147		10-OCT-13	HAJ, MARGAUX		215.71	15-OCT-13	215.71	Reconciled
343148		10-OCT-13	HAMILTON, KURT		1,436.36	15-OCT-13	1,436.36	Reconciled
343149		10-OCT-13	HANNAH, SARA		30.07	15-OCT-13	30.07	Reconciled
343150		10-OCT-13	HARRISON, GREGORY		79.85	15-OCT-13	79.85	Reconciled
343151		10-OCT-13	HILES, L		5.22	21-OCT-13	5.22	Reconciled
343152		10-OCT-13	HILL BROTHERS CHEMICAL COMPANY		8,765.68	17-OCT-13	8,765.68	Reconciled
343153		10-OCT-13	HOME DEPOT USA INC		267.63	15-OCT-13	267.63	Reconciled
343154		10-OCT-13	HOUK, GLENN		43.66	30-OCT-13	43.66	Reconciled
343155		10-OCT-13	HSEIH, ALBERT - ACCT 17034680201)		747.05			Negotiable
343156		10-OCT-13	HUH, YOO		60.53			Negotiable
343157		10-OCT-13	HUNSAKER & ASSOCIATES IRVINE		6,936.00	17-OCT-13	6,936.00	Reconciled
343158		10-OCT-13	IDEXX DISTRIBUTION, INC		655.56	15-OCT-13	655.56	Reconciled
343159		10-OCT-13	INNOVYZE		2,400.00	15-OCT-13	2,400.00	Reconciled

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 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									
343160		10-OCT-13	IRVINE OAK REALTY HOLDING CO		80.73			Negotiable	
343161		10-OCT-13	IRVINE PIPE & SUPPLY INC		2,504.06	11-OCT-13	2,504.06	Reconciled	
343162		10-OCT-13	IRVINE UNIFIED SCHOOL DISTRICT		2,606.99	21-OCT-13	2,606.99	Reconciled	
343163		10-OCT-13	IRWD-PETTY CASH CUSTODIAN		1,093.38	15-OCT-13	1,093.38	Reconciled	
343164		10-OCT-13	JCI JONES CHEMICALS INC		5,505.50	15-OCT-13	5,505.50	Reconciled	
343165		10-OCT-13	JEW, DOUGLAS		21.02	31-OCT-13	21.02	Reconciled	
343166		10-OCT-13	JIMNI SYSTEMS INC		2,875.00	11-OCT-13	2,875.00	Reconciled	
343167		10-OCT-13	JOHN CRANE, INC.		251.20	15-OCT-13	251.20	Reconciled	
343168		10-OCT-13	JOLLEY, JEFF		46.04	18-OCT-13	46.04	Reconciled	
343169		10-OCT-13	KEMP-MEEK MFG, INC		1,392.26	18-OCT-13	1,392.26	Reconciled	
343170		10-OCT-13	KERN COUNTY TREASURER TAX COLLECTOR		53,854.19	18-OCT-13	53,854.19	Reconciled	
343171		10-OCT-13	KHACHIKYAN, KHACHIK		46.82			Negotiable	
343172		10-OCT-13	KILL-N-BUGS TERMITE AND PEST CONTROL SERVICES		2,520.00	11-OCT-13	2,520.00	Reconciled	
343173		10-OCT-13	KLEIN, MICHELLE		42.35			Negotiable	
343174		10-OCT-13	KOELLER NEBEKER CARLSON & HALUCK, LLP		5,889.72			Negotiable	
343175		10-OCT-13	LA HABRA FENCE COMPANY INC		744.00			Negotiable	
343176		10-OCT-13	LA, JENNY		17.29	28-OCT-13	17.29	Reconciled	
343177		10-OCT-13	LCS TECHNOLOGIES, INC.		12,750.00	17-OCT-13	12,750.00	Reconciled	
343178		10-OCT-13	LGC GEOTECHNICAL, INC.		1,369.25	15-OCT-13	1,369.25	Reconciled	
343179		10-OCT-13	LILLESTRAND LEADERSHIP CONSULTING, INC.		946.33	17-OCT-13	946.33	Reconciled	
343180		10-OCT-13	LOPEZ, JOY		169.56			Negotiable	
343181		10-OCT-13	LU'S LIGHTHOUSE, INC.		510.79	15-OCT-13	510.79	Reconciled	
343182		10-OCT-13	LUBRICATION ENGINEERS, INC.		1,446.39	15-OCT-13	1,446.39	Reconciled	
343183		10-OCT-13	MASSEY, IAN		75.76	17-OCT-13	75.76	Reconciled	
343184		10-OCT-13	MC MASTER CARR SUPPLY CO		548.85	15-OCT-13	548.85	Reconciled	
343185		10-OCT-13	MCNAMARA, EILEEN		33.73	17-OCT-13	33.73	Reconciled	
IRWD Ledger Payment Register For 01-OCT-13 To 31-OCT-13 Report Date: 01-NOV-2013 14:53									
BANK: Bank of America N.A.			Branch : Los Angeles			Account: Checking AP and PR			Page: 12
Bank Account Currency: USD (US Dollar)			Payment Currency: USD (US Dollar)			Display Supplier Address: No			
Payment Type: All									

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
343186		10-OCT-13	MORITZ, NANCY		46.07	15-OCT-13	46.07	Reconciled
343187		10-OCT-13	NAMKUNG, GEORGE		78.72	15-OCT-13	78.72	Reconciled
343188		10-OCT-13	NATIONAL READY MIXED CONCRETE CO		1,678.32	15-OCT-13	1,678.32	Reconciled
343189		10-OCT-13	NATURES IMAGE INC		2,118.28			Negotiable
343190		10-OCT-13	NINYO & MOORE		4,110.25	15-OCT-13	4,110.25	Reconciled
343191		10-OCT-13	NOVELLA, JAMES		3,024.62	15-OCT-13	3,024.62	Reconciled
343192		10-OCT-13	NYQUIST, TRAVIS		21.93			Negotiable
343193		10-OCT-13	OLIN CORPORATION		19,049.38	21-OCT-13	19,049.38	Reconciled
343194		10-OCT-13	ORANGE COAST PLUMBING		163.57	15-OCT-13	163.57	Reconciled
343195		10-OCT-13	ORANGE COUNTY AUTO PARTS CO		678.98	11-OCT-13	678.98	Reconciled
343196		10-OCT-13	OUTSOURCE TECHNICAL LLC		105,642.00			Negotiable
343197		10-OCT-13	PAC RIM ENGINEERING		4,437.50			Negotiable
343198		10-OCT-13	PACIFIC COAST PALLETS, INC		1,698.96	15-OCT-13	1,698.96	Reconciled
343199		10-OCT-13	PAPER DEPOT DOCUMENT DESTRUCTION LLC		783.00	11-OCT-13	783.00	Reconciled
343200		10-OCT-13	PARADA PAINTING INC		47,143.75	21-OCT-13	47,143.75	Reconciled
343201		10-OCT-13	PAULUS ENGINEERING INC		104,062.22			Negotiable
343202		10-OCT-13	PHAM, ANH TU		22.32			Negotiable
343203		10-OCT-13	PIVOT INTERIORS INC		65.97	15-OCT-13	65.97	Reconciled
343204		10-OCT-13	POSTERGARDEN.COM		47.57			Negotiable
343205		10-OCT-13	PRAXAIR DISTRIBUTION INC		1,492.90			Negotiable

343206	10-OCT-13	PRUDENTIAL OVERALL SUPPLY		3,444.62	15-OCT-13	3,444.62	Reconciled
343207	10-OCT-13	PSB INTEGRATED MARKETING		7,074.42			Negotiable
343208	10-OCT-13	QAIR CALIFORNIA		234.01	15-OCT-13	234.01	Reconciled
343209	10-OCT-13	QUICKEL PAVING INC		2,570.00	11-OCT-13	2,570.00	Reconciled
343210	10-OCT-13	R&B AUTOMATION INC		19,857.29	17-OCT-13	19,857.29	Reconciled
343211	10-OCT-13	RAINBOW DISPOSAL CO INC		506.33	11-OCT-13	506.33	Reconciled
343212	10-OCT-13	REACH EMPLOYEE ASSISTANCE INC		896.00			Negotiable
343213	10-OCT-13	REED, JAMES D		1,931.59	22-OCT-13	1,931.59	Reconciled
343214	10-OCT-13	RINCON TRUCK CENTER INC.		2,748.64	11-OCT-13	2,748.64	Reconciled

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 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								
343215		10-OCT-13	RIVERA, ARIELLE		41.06			Negotiable
343216		10-OCT-13	RO, MEE		30.10	23-OCT-13	30.10	Reconciled
343217		10-OCT-13	ROH, YOUNGSUN		34.32	29-OCT-13	34.32	Reconciled
343218		10-OCT-13	SALISBURY GROUP		3,916.01	17-OCT-13	3,916.01	Reconciled
343219		10-OCT-13	SANDERS CONSTRUCTION SERVICES		1,228.71	15-OCT-13	1,228.71	Reconciled
343220		10-OCT-13	SANDERS PAVING INC		10,808.00	18-OCT-13	10,808.00	Reconciled
343221		10-OCT-13	SANTA ANA BLUE PRINT		2,324.69	15-OCT-13	2,324.69	Reconciled
343222		10-OCT-13	SANTA MARGARITA FORD		684.94	15-OCT-13	684.94	Reconciled
343223		10-OCT-13	SECURTEC DISTRICT PATROL INC		16,380.00			Negotiable
343224		10-OCT-13	SHAMROCK SUPPLY CO INC		238.95	11-OCT-13	238.95	Reconciled
343225		10-OCT-13	SIDDIQI, SHAHIDA		19.75			Negotiable
343226		10-OCT-13	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		434.94	17-OCT-13	434.94	Reconciled
343227		10-OCT-13	SOUTH COAST WATER CO.		40.00			Negotiable
343228		10-OCT-13	SOUTH WEST PUMP & DRILLING INC		7,589.25	21-OCT-13	7,589.25	Reconciled
343229		10-OCT-13	SOUTHERN CALIFORNIA EDISON COMPANY		22,990.11			Negotiable
343230		10-OCT-13	SOUTHLAND PIPE CORP.		824.40	15-OCT-13	824.40	Reconciled
343231		10-OCT-13	SPARLING INSTRUMENTS LLC		48.99	15-OCT-13	48.99	Reconciled
343232		10-OCT-13	SS MECHANICAL CORPORATION		187,012.25	17-OCT-13	187,012.25	Reconciled
343233		10-OCT-13	SULLY-MILLER CONTRACTING CO.		764.12	11-OCT-13	764.12	Reconciled
343234		10-OCT-13	SUPERMEDIA LLC		72.75	18-OCT-13	72.75	Reconciled
343235		10-OCT-13	THE FURMAN GROUP		10,075.00	21-OCT-13	10,075.00	Reconciled
343236		10-OCT-13	THE NEW HOME COMPANY		74.68	15-OCT-13	74.68	Reconciled
343237		10-OCT-13	THOMAS HARDER & CO		1,425.00	15-OCT-13	1,425.00	Reconciled
343238		10-OCT-13	TRIPAC MARKETING INC		332.50	11-OCT-13	332.50	Reconciled
343239		10-OCT-13	TROPICAL PLAZA NURSERY INC		4,360.88	11-OCT-13	4,360.88	Reconciled
343240		10-OCT-13	TRUCPARCO		841.70	18-OCT-13	841.70	Reconciled

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 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								
343241		10-OCT-13	TRUGREEN LANDCARE LLC		26,767.46	17-OCT-13	26,767.46	Reconciled
343242		10-OCT-13	TSAN, CHRISTINE		16.36	30-OCT-13	16.36	Reconciled
343243		10-OCT-13	UNITED PARCEL SERVICE INC		48.87	15-OCT-13	48.87	Reconciled
343244		10-OCT-13	UNITED STATES POSTAL SERVICE		61.69			Negotiable
343245		10-OCT-13	UNIVAR USA INC		9,776.96	17-OCT-13	9,776.96	Reconciled
343246		10-OCT-13	US PEROXIDE LLC		4,250.00	15-OCT-13	4,250.00	Reconciled
343247		10-OCT-13	VALENCIA, OLGA		409.08	15-OCT-13	409.08	Reconciled
343248		10-OCT-13	VERIZON WIRELESS SERVICES LLC		724.68	15-OCT-13	724.68	Reconciled
343249		10-OCT-13	WASTE MANAGEMENT OF ORANGE COUNTY		3,277.41			Negotiable

343250	10-OCT-13	WATERLINE TECHNOLOGIES INC		2,840.00				Negotiable
343251	10-OCT-13	WAXIE'S ENTERPRISES, INC		1,521.75				Negotiable
343252	10-OCT-13	WECK LABORATORIES INC		15,840.00	18-OCT-13	15,840.00		Reconciled
343253	10-OCT-13	WEST COAST SAFETY SUPPLY INC		6,679.26	29-OCT-13	6,679.26		Reconciled
343254	10-OCT-13	WILSON, ELIZABETH		30.76	22-OCT-13	30.76		Reconciled
343255	10-OCT-13	YU, ALEX		39.81	17-OCT-13	39.81		Reconciled
343256	14-OCT-13	JCI JONES CINCINNATI CHEMICALS INC		3,097.00	21-OCT-13	3,097.00		Reconciled
343257	16-OCT-13	ANTHEM BLUE CROSS LOS ANGELES		2,012.80	18-OCT-13	2,012.80		Reconciled
343258	16-OCT-13	ANTHEM BLUE CROSS LOS ANGELES		1,089.40	18-OCT-13	1,089.40		Reconciled
343259	16-OCT-13	ANTHEM BLUE CROSS LOS ANGELES		415.62	18-OCT-13	415.62		Reconciled
343260	17-OCT-13	BT'S SOUTHERN BBQ HUNTINGTON BEAC		2,233.23	21-OCT-13	2,233.23		Reconciled
343261	17-OCT-13	Cesar Perez		250.20	21-OCT-13	250.20		Reconciled
343262	17-OCT-13	A&G INSTRUMENT SERVICE AND CALIBRATION, INC.		1,796.20	22-OCT-13	1,796.20		Reconciled
343263	17-OCT-13	ADT SECURITY SERVICES INC		371.36	22-OCT-13	371.36		Reconciled
343264	17-OCT-13	AFLAC		5,963.84	25-OCT-13	5,963.84		Reconciled
343265	17-OCT-13	AGILENT TECHNOLOGIES, INC.		16,683.00	25-OCT-13	16,683.00		Reconciled
343266	17-OCT-13	AIRGAS-WEST, INC.		529.64	22-OCT-13	529.64		Reconciled
343267	17-OCT-13	ALLIED ELECTRONICS INC		564.53	28-OCT-13	564.53		Reconciled

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 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								
343268		17-OCT-13	AQUA-METRIC SALES COMPANY		15,357.60	25-OCT-13	15,357.60	Reconciled
343269		17-OCT-13	AT&T		5,444.03	28-OCT-13	5,444.03	Reconciled
343270		17-OCT-13	AT&T		2,413.91	23-OCT-13	2,413.91	Reconciled
343271		17-OCT-13	AT&T		47.70	23-OCT-13	47.70	Reconciled
343272		17-OCT-13	ATHENS SERVICES		6,380.94	22-OCT-13	6,380.94	Reconciled
343273		17-OCT-13	AUTOZONE PARTS, INC.		248.90	28-OCT-13	248.90	Reconciled
343274		17-OCT-13	AZIMA DLI LLC		2,750.00	24-OCT-13	2,750.00	Reconciled
343275		17-OCT-13	B.C. HAULING AND DEMOLITION INC		8,160.00	23-OCT-13	8,160.00	Reconciled
343276		17-OCT-13	BANK OF AMERICA MERRILL LYNCH		27,001.36	25-OCT-13	27,001.36	Reconciled
343277		17-OCT-13	BATTERIES PLUS AND BATTERIES PLUS BULBS		408.19	25-OCT-13	408.19	Reconciled
343278		17-OCT-13	BATTERY SPECIALTIES		329.70	24-OCT-13	329.70	Reconciled
343279		17-OCT-13	BIOMERIEUX INC		345.04	21-OCT-13	345.04	Reconciled
343280		17-OCT-13	BLACK BOX CORP OF PENNSYLVANIA		814.54	24-OCT-13	814.54	Reconciled
343281		17-OCT-13	C WELLS PIPELINE MATERIALS INC		1,820.88	22-OCT-13	1,820.88	Reconciled
343282		17-OCT-13	CALIFORNIA BARRICADE INC		3,215.00	21-OCT-13	3,215.00	Reconciled
343283		17-OCT-13	CANON SOLUTIONS AMERICA, INC.		4,204.16	21-OCT-13	4,204.16	Reconciled
343284		17-OCT-13	CITIGROUP GLOBAL MARKETS INC.		3,421.64	24-OCT-13	3,421.64	Reconciled
343285		17-OCT-13	CITY OF SANTA ANA		79,041.48			Negotiable
343286		17-OCT-13	CITY OF TUSTIN		7,469.14	23-OCT-13	7,469.14	Reconciled
343287		17-OCT-13	CLEARINGHOUSE		528.45	21-OCT-13	528.45	Reconciled
343288		17-OCT-13	COCA-COLA REFRESHMENTS USA, INC.		150.33	21-OCT-13	150.33	Reconciled
343289		17-OCT-13	COLONIAL LIFE & ACCIDENT INSURANCE CO.		1,531.24	21-OCT-13	1,531.24	Reconciled
343290		17-OCT-13	CONEBEARE INC		5,651.80	22-OCT-13	5,651.80	Reconciled
343291		17-OCT-13	CR & R INCORPORATED		12.30			Negotiable
343292		17-OCT-13	CULVER COMPANY LLC		1,569.20	23-OCT-13	1,569.20	Reconciled
343293		17-OCT-13	DISCOVERY SCIENCE CENTER		29,482.80	22-OCT-13	29,482.80	Reconciled
343294		17-OCT-13	EMEDCO		82.98	24-OCT-13	82.98	Reconciled

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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

Cleared

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Date	Cleared Amount	Status	
Payment Document : IRWD CHECK									
343295		17-OCT-13	ENVIRON INTERNATIONAL CORP.		6,047.83	24-OCT-13	6,047.83	Reconciled	
343296		17-OCT-13	ENVIRONMENTAL RESOURCE ASSOCIATES		161.73	22-OCT-13	161.73	Reconciled	
343297		17-OCT-13	FARRELL & ASSOCIATES		122.54	23-OCT-13	122.54	Reconciled	
343298		17-OCT-13	FEDEX		538.12	24-OCT-13	538.12	Reconciled	
343299		17-OCT-13	FERGUSON ENTERPRISES, INC.		1,395.74	21-OCT-13	1,395.74	Reconciled	
343300		17-OCT-13	FIRE EXTINGUISHING SAFETY & SERVICE		501.81	22-OCT-13	501.81	Reconciled	
343301		17-OCT-13	FIRST CHOICE SERVICES		875.07	23-OCT-13	875.07	Reconciled	
343302		17-OCT-13	FISERV		12,516.82	22-OCT-13	12,516.82	Reconciled	
343303		17-OCT-13	FISHER SCIENTIFIC COMPANY LLC		5,648.62	24-OCT-13	5,648.62	Reconciled	
343304		17-OCT-13	FLEET SOLUTIONS LLC		4,041.90	22-OCT-13	4,041.90	Reconciled	
343305		17-OCT-13	GANAHL LUMBER CO.		1,309.31	22-OCT-13	1,309.31	Reconciled	
343306		17-OCT-13	GCI CONSTRUCTION, INC.		8,852.32	23-OCT-13	8,852.32	Reconciled	
343307		17-OCT-13	GENERAL PUMP COMPANY INC		1,000.00	23-OCT-13	1,000.00	Reconciled	
343308		17-OCT-13	GEORGE YARDLEY CO INC		800.58	21-OCT-13	800.58	Reconciled	
343309		17-OCT-13	GRAINGER		1,747.17	22-OCT-13	1,747.17	Reconciled	
343310		17-OCT-13	H2O INNOVATION USA INC		5,926.70	24-OCT-13	5,926.70	Reconciled	
343311		17-OCT-13	HAAKER EQUIPMENT COMPANY		227.22	28-OCT-13	227.22	Reconciled	
343312		17-OCT-13	HACH COMPANY		12,604.58	25-OCT-13	12,604.58	Reconciled	
343313		17-OCT-13	HARMSWORTH ASSOCIATES		2,015.00	29-OCT-13	2,015.00	Reconciled	
343314		17-OCT-13	HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY		148.28	21-OCT-13	148.28	Reconciled	
343315		17-OCT-13	HDR ENGINEERING INC		21,479.60	24-OCT-13	21,479.60	Reconciled	
343316		17-OCT-13	HEALTH SCIENCE ASSOCIATES, INC.		1,972.00			Negotiable	
343317		17-OCT-13	HILL BROTHERS CHEMICAL COMPANY		13,153.84	23-OCT-13	13,153.84	Reconciled	
343318		17-OCT-13	HILTI INC.		256.61	24-OCT-13	256.61	Reconciled	
343319		17-OCT-13	HOME DEPOT USA INC		160.18	23-OCT-13	160.18	Reconciled	
IRWD Ledger Payment Register For 01-OCT-13 To 31-OCT-13 Report Date: 01-NOV-2013 14:53									
BANK: Bank of America N.A.			Branch : Los Angeles			Account: Checking AP and PR			Page: 17
Bank Account Currency: USD (US Dollar)			Payment Currency: USD (US Dollar)			Display Supplier Address: No			
Payment Type: All									

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
343320		17-OCT-13	HSG INC		1,462.00	21-OCT-13	1,462.00	Reconciled
343321		17-OCT-13	I. KRUGER INC.		6,616.05	28-OCT-13	6,616.05	Reconciled
343322		17-OCT-13	IDENTITY LINKS, INC.		4,118.00	29-OCT-13	4,118.00	Reconciled
343323		17-OCT-13	IDEXX DISTRIBUTION, INC		820.03	22-OCT-13	820.03	Reconciled
343324		17-OCT-13	II FUELS INC		28,787.33	22-OCT-13	28,787.33	Reconciled
343325		17-OCT-13	INDUSTRIAL METAL SUPPLY CO		186.26	21-OCT-13	186.26	Reconciled
343326		17-OCT-13	INTERNAL REVENUE SERVICE		25.00	25-OCT-13	25.00	Reconciled
343327		17-OCT-13	IRON MOUNTAIN INFORMATION MANAGEMENT INC		1,646.38	22-OCT-13	1,646.38	Reconciled
343328		17-OCT-13	IRVINE PIPE & SUPPLY INC		3,233.49	21-OCT-13	3,233.49	Reconciled
343329		17-OCT-13	IRWD EMPLOYEE ASSOCIATION		530.00	31-OCT-13	530.00	Reconciled
343330		17-OCT-13	J.P. MORGAN SECURITIES, INC.		5,005.48	28-OCT-13	5,005.48	Reconciled
343331		17-OCT-13	JOHN CRANE, INC.		2,889.94	23-OCT-13	2,889.94	Reconciled
343332		17-OCT-13	JOHN G. ALEVIZOS D.O. INC.		554.32	21-OCT-13	554.32	Reconciled
343333		17-OCT-13	KS DIRECT LLC		1,583.71	21-OCT-13	1,583.71	Reconciled
343334		17-OCT-13	LUBRICATION ENGINEERS, INC.		1,908.52	21-OCT-13	1,908.52	Reconciled
343335		17-OCT-13	MARKET-THINK LLC		3,900.00	29-OCT-13	3,900.00	Reconciled
343336		17-OCT-13	MARSH RISK & INSURANCE SVCS		10,000.00	24-OCT-13	10,000.00	Reconciled
343337		17-OCT-13	MARVIN GARDENS LLC		89.80	18-OCT-13	89.80	Reconciled
343338		17-OCT-13	MC MASTER CARR SUPPLY CO		893.91	22-OCT-13	893.91	Reconciled
343339		17-OCT-13	MORTON SAFETY CO		286.20	21-OCT-13	286.20	Reconciled
343340		17-OCT-13	MUNICIPAL WATER		29,191.07	22-OCT-13	29,191.07	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
DISTRICT OF ORANGE COUNTY								
343341	17-OCT-13	17-OCT-13	MUTUAL PROPANE		227.88	22-OCT-13	227.88	Reconciled
343342	17-OCT-13	17-OCT-13	NATIONAL READY MIXED CONCRETE CO		528.36	22-OCT-13	528.36	Reconciled
343343	17-OCT-13	17-OCT-13	NOVACOAST INC		1,275.00	23-OCT-13	1,275.00	Reconciled
343344	17-OCT-13	17-OCT-13	NURSERY PRODUCTS LLC		19,474.78	24-OCT-13	19,474.78	Reconciled
343345	17-OCT-13	17-OCT-13	O'HAREN GOVERNMENT RELATIONS		6,500.00	31-OCT-13	6,500.00	Reconciled
343346	17-OCT-13	17-OCT-13	OLIN CORPORATION		13,864.38	23-OCT-13	13,864.38	Reconciled
IRWD Ledger Payment Register For 01-OCT-13 To 31-OCT-13 Report Date: 01-NOV-2013 14:53								
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)			Display Supplier Address: No		
Payment Type: All								

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
343347	17-OCT-13	17-OCT-13	ORANGE COUNTY AUTO PARTS CO		5.59	21-OCT-13	5.59	Reconciled
343348	17-OCT-13	17-OCT-13	OUTSOURCE TECHNICAL LLC		15,180.00	22-OCT-13	15,180.00	Reconciled
343349	17-OCT-13	17-OCT-13	PACIFIC GAS AND ELECTRIC COMPANY		21.92	24-OCT-13	21.92	Reconciled
343350	17-OCT-13	17-OCT-13	PACIFIC PARTS & CONTROLS INC		79.57	21-OCT-13	79.57	Reconciled
343351	17-OCT-13	17-OCT-13	PARKHOUSE TIRE INC		1,004.40	22-OCT-13	1,004.40	Reconciled
343352	17-OCT-13	17-OCT-13	PARKWAY LAWNMOWER SHOP		26.73	22-OCT-13	26.73	Reconciled
343353	17-OCT-13	17-OCT-13	PAULUS ENGINEERING INC		8,613.45	22-OCT-13	8,613.45	Reconciled
343354	17-OCT-13	17-OCT-13	PERS LONG TERM CARE		852.57	25-OCT-13	852.57	Reconciled
343355	17-OCT-13	17-OCT-13	PINNACLE TOWERS LLC		592.11	21-OCT-13	592.11	Reconciled
343356	17-OCT-13	17-OCT-13	PRAXAIR DISTRIBUTION INC		564.31	25-OCT-13	564.31	Reconciled
343357	17-OCT-13	17-OCT-13	PRE-PAID LEGAL SERVICES INC		1,216.66	22-OCT-13	1,216.66	Reconciled
343358	17-OCT-13	17-OCT-13	PSB INTEGRATED MARKETING		2,580.00	21-OCT-13	2,580.00	Reconciled
343359	17-OCT-13	17-OCT-13	PTI SAND & GRAVEL INC		1,057.93	22-OCT-13	1,057.93	Reconciled
343360	17-OCT-13	17-OCT-13	PYRO-COMM SYSTEMS INC		200.00	21-OCT-13	200.00	Reconciled
343361	17-OCT-13	17-OCT-13	QUICKEL PAVING INC		2,895.00	21-OCT-13	2,895.00	Reconciled
343362	17-OCT-13	17-OCT-13	RAINBOW DISPOSAL CO INC		506.33	21-OCT-13	506.33	Reconciled
343363	17-OCT-13	17-OCT-13	RAM AIR ENGINEERING INC		1,131.31	22-OCT-13	1,131.31	Reconciled
343364	17-OCT-13	17-OCT-13	RBF CONSULTING		2,028.66	23-OCT-13	2,028.66	Reconciled
343365	17-OCT-13	17-OCT-13	REFRIGERATION SUPPLIES		174.78	22-OCT-13	174.78	Reconciled
343366	17-OCT-13	17-OCT-13	RINCON TRUCK CENTER INC.		1,883.08	21-OCT-13	1,883.08	Reconciled
343367	17-OCT-13	17-OCT-13	SADDLEBACK MATERIALS CO INC		853.52	21-OCT-13	853.52	Reconciled
343368	17-OCT-13	17-OCT-13	SAN DIEGO FLUID SYSTEM TECH		62.30	21-OCT-13	62.30	Reconciled
343369	17-OCT-13	17-OCT-13	SANTA ANA BLUE PRINT		2,053.84	24-OCT-13	2,053.84	Reconciled
343370	17-OCT-13	17-OCT-13	SANTA MARGARITA FORD		468.48	22-OCT-13	468.48	Reconciled
IRWD Ledger Payment Register For 01-OCT-13 To 31-OCT-13 Report Date: 01-NOV-2013 14:53								
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)			Display Supplier Address: No		
Payment Type: All								

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
343371	17-OCT-13	17-OCT-13	SANTIAGO AQUEDUCT COMMISSION		30,565.13	21-OCT-13	30,565.13	Reconciled
343372	17-OCT-13	17-OCT-13	SARBS-CALIFORNIA WATER		25.00			Negotiable
343373	17-OCT-13	17-OCT-13	SCHULER ENGINEERING CORPORATION		6,393.08	23-OCT-13	6,393.08	Reconciled
343374	17-OCT-13	17-OCT-13	SCHULER ENGINEERING CORPORATION		121,468.52	22-OCT-13	121,468.52	Reconciled
343375	17-OCT-13	17-OCT-13	SEAL ANALYTICAL INC		878.53	21-OCT-13	878.53	Reconciled
343376	17-OCT-13	17-OCT-13	SECURTEC DISTRICT PATROL INC		3,820.00	21-OCT-13	3,820.00	Reconciled
343377	17-OCT-13	17-OCT-13	SEPARATION PROCESSES INC		5,170.43	31-OCT-13	5,170.43	Reconciled
343378	17-OCT-13	17-OCT-13	SHAMROCK SUPPLY CO		544.88	21-OCT-13	544.88	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
343379	17-OCT-13	INC	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		1,739.76	23-OCT-13	1,739.76	Reconciled
343380	17-OCT-13	SOUTH COAST ANSWERING SERVICE			406.73	23-OCT-13	406.73	Reconciled
343381	17-OCT-13	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT			25,000.00	28-OCT-13	25,000.00	Reconciled
343382	17-OCT-13	SOUTHERN CALIFORNIA EDISON COMPANY			297,548.58	22-OCT-13	297,548.58	Reconciled
343383	17-OCT-13	SOUTHWEST CONCRETE PRODUCTS			1,759.48	28-OCT-13	1,759.48	Reconciled
343384	17-OCT-13	STATE BOARD OF EQUALIZATION			881.40	22-OCT-13	881.40	Reconciled
343385	17-OCT-13	STERIS CORPORATION			4,323.50	22-OCT-13	4,323.50	Reconciled
343386	17-OCT-13	THE GAS COMPANY			9,115.08	23-OCT-13	9,115.08	Reconciled
343387	17-OCT-13	TRANSCAT, INC			1,173.29	21-OCT-13	1,173.29	Reconciled
343388	17-OCT-13	TROPICAL PLAZA NURSERY INC			10,077.50	22-OCT-13	10,077.50	Reconciled
343389	17-OCT-13	TRUCPARCO			936.65	23-OCT-13	936.65	Reconciled
343390	17-OCT-13	ULTRA SCIENTIFIC			814.05	22-OCT-13	814.05	Reconciled
343391	17-OCT-13	UNISAN PRODUCTS			703.46	22-OCT-13	703.46	Reconciled
343392	17-OCT-13	UNITED PARCEL SERVICE INC			39.49	22-OCT-13	39.49	Reconciled
343393	17-OCT-13	UNITED SITE SERVICES OF CALIFORNIA INC			597.93	21-OCT-13	597.93	Reconciled

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 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								
343394	17-OCT-13	UNIVAR USA INC			3,421.27	21-OCT-13	3,421.27	Reconciled
343395	17-OCT-13	US PEROXIDE LLC			12,032.96	25-OCT-13	12,032.96	Reconciled
343396	17-OCT-13	USA BLUEBOOK			1,621.35	25-OCT-13	1,621.35	Reconciled
343397	17-OCT-13	VERIZON CALIFORNIA INC			43.38	23-OCT-13	43.38	Reconciled
343398	17-OCT-13	VWR INTERNATIONAL, LLC			794.92	22-OCT-13	794.92	Reconciled
343399	17-OCT-13	W.M. LYLES CO			178,983.16	23-OCT-13	178,983.16	Reconciled
343400	17-OCT-13	WATERSMART SOFTWARE INC			21,687.50			Negotiable
343401	17-OCT-13	WECK LABORATORIES INC			115.00	22-OCT-13	115.00	Reconciled
343402	17-OCT-13	YORK INSURANCE SERVICES GROUP INC - CA			7,936.25	22-OCT-13	7,936.25	Reconciled
343403	17-OCT-13	YORKE ENGINEERING LLC			6,347.50	25-OCT-13	6,347.50	Reconciled
343404	17-OCT-13	AST CORPORATION	NAPERVILLE		9,489.32	24-OCT-13	9,489.32	Reconciled
343405	17-OCT-13	ORANGE COUNTY SANITATION DISTRICT	FOUNTAIN VALLEY		3,140.00	21-OCT-13	3,140.00	Reconciled
343406	17-OCT-13	Douglas Reinhart			1,038.58	23-OCT-13	1,038.58	Reconciled
343407	17-OCT-13	Earl Doyle			90.00	24-OCT-13	90.00	Reconciled
343408	17-OCT-13	Peer Swan			1,864.10	21-OCT-13	1,864.10	Reconciled
343409	17-OCT-13	Steven LaMar			160.08	21-OCT-13	160.08	Reconciled
343410	17-OCT-13	Tanja Fournier			2,309.56	21-OCT-13	2,309.56	Reconciled
343411	17-OCT-13	HILLEBRECHT, WARREN K	PAY		269.93	24-OCT-13	269.93	Reconciled
343412	18-OCT-13	Mary Matheis			559.81	21-OCT-13	559.81	Reconciled
343413	18-OCT-13	Truc Mai Bertsch			1,548.08	21-OCT-13	1,548.08	Reconciled
343414	18-OCT-13	ALHAMBRA FOUNDRY CO LTD			5,319.00	24-OCT-13	5,319.00	Reconciled
343415	18-OCT-13	ALL AMERICAN SEWER TOOLS			410.17	21-OCT-13	410.17	Reconciled
343416	18-OCT-13	AQUACUE, INC.			9,720.00	25-OCT-13	9,720.00	Reconciled
343417	18-OCT-13	ARCADIS U.S., INC.			5,206.00	25-OCT-13	5,206.00	Reconciled
343418	18-OCT-13	AT&T			15.83	23-OCT-13	15.83	Reconciled
343419	18-OCT-13	AT&T			49.93	22-OCT-13	49.93	Reconciled
343420	18-OCT-13	BIOMAGIC INC			5,850.14	22-OCT-13	5,850.14	Reconciled
343421	18-OCT-13	BRUCE NEWELL			1,316.00	23-OCT-13	1,316.00	Reconciled
343422	18-OCT-13	CHENG, YEUCHAU			16.60			Negotiable
343423	18-OCT-13	CONDITION MONITORING SERVICES INC			4,280.00	22-OCT-13	4,280.00	Reconciled
343424	18-OCT-13	ONEYBEARE INC			8,173.58	22-OCT-13	8,173.58	Reconciled

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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

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

343425	18-OCT-13	DATA CLEAN CORPORATION	513.25	23-OCT-13	513.25	Reconciled
343426	18-OCT-13	DAWWOOD, YAHYA	41.80	31-OCT-13	41.80	Reconciled
343427	18-OCT-13	DE VAUL PAINT COMPANY	422.30	22-OCT-13	422.30	Reconciled
343428	18-OCT-13	DIRECTV INC	94.99	23-OCT-13	94.99	Reconciled
343429	18-OCT-13	DRUCK INC.	1,215.75	21-OCT-13	1,215.75	Reconciled
343430	18-OCT-13	FEDEX	328.42	23-OCT-13	328.42	Reconciled
343431	18-OCT-13	FERGUSON ENTERPRISES, INC.	5,889.24	23-OCT-13	5,889.24	Reconciled
343432	18-OCT-13	GRAINGER	98.55	22-OCT-13	98.55	Reconciled
343433	18-OCT-13	HDR ENGINEERING INC	12,500.00	24-OCT-13	12,500.00	Reconciled
343434	18-OCT-13	HOBBS, BILL	256.35			Negotiable
343435	18-OCT-13	HSU, BIFEN	188.78	22-OCT-13	188.78	Reconciled
343436	18-OCT-13	INDUSTRIAL METAL SUPPLY CO	170.73	21-OCT-13	170.73	Reconciled
343437	18-OCT-13	IRVINE PIPE & SUPPLY INC	2,067.58	21-OCT-13	2,067.58	Reconciled
343438	18-OCT-13	IRWD-PETTY CASH CUSTODIAN	706.32	21-OCT-13	706.32	Reconciled
343439	18-OCT-13	JONES, WILLIAM	201.24			Negotiable
343440	18-OCT-13	KOLL CENTER III OWNERS ASSN	727.99	22-OCT-13	727.99	Reconciled
343441	18-OCT-13	LEYS, SUSAN	108.32	25-OCT-13	108.32	Reconciled
343442	18-OCT-13	LUND, KRISTIN	7.88	23-OCT-13	7.88	Reconciled
343443	18-OCT-13	MALEKPOUR, AKBAR	2,397.00	22-OCT-13	2,397.00	Reconciled
343444	18-OCT-13	MC MASTER CARR SUPPLY CO	901.77	22-OCT-13	901.77	Reconciled
343445	18-OCT-13	NORTTSU AMERICA CORPORATION	280.00	22-OCT-13	280.00	Reconciled
343446	18-OCT-13	OCEAN HEIGHTS GATE COST CENTER	153.94			Negotiable
343447	18-OCT-13	OLIN CORPORATION	2,979.79	21-OCT-13	2,979.79	Reconciled
343448	18-OCT-13	P L HAWN CO INC	618.00	22-OCT-13	618.00	Reconciled
343449	18-OCT-13	PASCAL & LUDWIG CONSTRUCTORS	34,030.00	22-OCT-13	34,030.00	Reconciled
343450	18-OCT-13	PAUL E BRADLEY INC	3,240.00	24-OCT-13	3,240.00	Reconciled
343451	18-OCT-13	PIVOT INTERIORS INC	9,998.94	22-OCT-13	9,998.94	Reconciled
343452	18-OCT-13	PONTON INDUSTRIES INC	9,017.26	25-OCT-13	9,017.26	Reconciled
343453	18-OCT-13	PTI SAND & GRAVEL INC	709.11	22-OCT-13	709.11	Reconciled
343454	18-OCT-13	QUAIL MEADOW APARTMENTS	1,381.65			Negotiable

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 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								
343455		18-OCT-13	RAM AIR ENGINEERING INC		2,482.82	22-OCT-13	2,482.82	Reconciled
343456		18-OCT-13	RIECHES BAIRD ADVERTISING		376.28	21-OCT-13	376.28	Reconciled
343457		18-OCT-13	ROSEDALE - RIO BRAVO		293,662.21	24-OCT-13	293,662.21	Reconciled
343458		18-OCT-13	SAN DIEGO FLUID SYSTEM TECH		330.94	21-OCT-13	330.94	Reconciled
343459		18-OCT-13	SAN MARINO APTS		22.57			Negotiable
343460		18-OCT-13	SANTA ANA BLUE PRINT		41.02	24-OCT-13	41.02	Reconciled
343461		18-OCT-13	SIMSARIAN, SONA		14.51			Negotiable
343462		18-OCT-13	SINGH, GAURAV		227.37	25-OCT-13	227.37	Reconciled
343463		18-OCT-13	SO CAL DREAM HOME		216.23	23-OCT-13	216.23	Reconciled
343464		18-OCT-13	SOLOTO, STEVE		31.27			Negotiable
343465		18-OCT-13	SOUTHERN COUNTIES LUBRICANTS LLC		2,442.19	21-OCT-13	2,442.19	Reconciled
343466		18-OCT-13	STANTEC CONSULTING SERVICES INC.		3,588.50	22-OCT-13	3,588.50	Reconciled
343467		18-OCT-13	STATE BOARD OF EQUALIZATION		4,802.00	24-OCT-13	4,802.00	Reconciled
343468		18-OCT-13	THE NEW HOME COMPANY		106.77			Negotiable
343469		18-OCT-13	TIC-IPG-COMMON		173.22			Negotiable
343470		18-OCT-13	TORANJI, SHADFAR		81.60	22-OCT-13	81.60	Reconciled
343471		18-OCT-13	TROPICAL PLAZA NURSERY INC		1,400.00	21-OCT-13	1,400.00	Reconciled
343472		18-OCT-13	US BANK NAT'L ASSOC N.DAKOTA		9,871.91	25-OCT-13	9,871.91	Reconciled
343473		18-OCT-13	USA BLUEBOOK		536.57	25-OCT-13	536.57	Reconciled
343474		18-OCT-13	WALTERS WHOLESALE ELECTRIC		90.00	22-OCT-13	90.00	Reconciled
343475		18-OCT-13	WALTON MOTORS & CONTROLS INC		8,176.84	23-OCT-13	8,176.84	Reconciled
343476		18-OCT-13	WANG, XIAQUAN		98.63			Negotiable
343477		18-OCT-13	WATERLINE TECHNOLOGIES INC		2,840.00	23-OCT-13	2,840.00	Reconciled

343478	18-OCT-13	WILLIAMS, ROBERT		209.09	24-OCT-13	209.09	Reconciled
343479	18-OCT-13	WIRELESS WATCHDOGS, LLC		920.00	31-OCT-13	920.00	Reconciled
343480	18-OCT-13	YOUNGREN, WHITNEW		45.90			Negotiable
343481	22-OCT-13	JCI JONES CINCINNATI		2,462.25	25-OCT-13	2,462.25	Reconciled
343482	23-OCT-13	Harry Cho		13.56			Negotiable
343483	23-OCT-13	Jenny Roney		84.47	25-OCT-13	84.47	Reconciled
343484	23-OCT-13	Joan Gronek		509.90	24-OCT-13	509.90	Reconciled

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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								
343485		23-OCT-13	Leslie Bonkowski		97.95	28-OCT-13	97.95	Reconciled
343486		23-OCT-13	Rex Rajewski		130.54	28-OCT-13	130.54	Reconciled
343487		23-OCT-13	Thomas Bonkowski		27.69	28-OCT-13	27.69	Reconciled
343488		23-OCT-13	AAF INTERNATIONAL		1,478.79	28-OCT-13	1,478.79	Reconciled
343489		23-OCT-13	ADS LLC		1,991.00	28-OCT-13	1,991.00	Reconciled
343490		23-OCT-13	AIRGAS-WEST, INC.		1,112.39	28-OCT-13	1,112.39	Reconciled
343491		23-OCT-13	ALLIED ELECTRONICS INC		393.46	30-OCT-13	393.46	Reconciled
343492		23-OCT-13	ALPHA TRAFFIC SERVICES, INC.		470.00	28-OCT-13	470.00	Reconciled
343493		23-OCT-13	APCO GRAPHICS INC		108.00	28-OCT-13	108.00	Reconciled
343494		23-OCT-13	ARMORCAST PRODUCTS COMPANY		8,859.25	30-OCT-13	8,859.25	Reconciled
343495		23-OCT-13	AT&T		2,770.77	30-OCT-13	2,770.77	Reconciled
343496		23-OCT-13	AUTOZONE PARTS, INC.		282.22	28-OCT-13	282.22	Reconciled
343497		23-OCT-13	BILL'S SWEEPING SERVICE INC		460.00	28-OCT-13	460.00	Reconciled
343498		23-OCT-13	BORCHARD SURVEYING & MAPPING, INC.		4,755.00	31-OCT-13	4,755.00	Reconciled
343499		23-OCT-13	BRITHINEE ELECTRIC		2,187.69	28-OCT-13	2,187.69	Reconciled
343500		23-OCT-13	BTF PRECISE MICROBIOLOGY INC.		529.20	29-OCT-13	529.20	Reconciled
343501		23-OCT-13	CABELA'S MARKETING AND BRAND MANAGEMENT, INC.		254.95	29-OCT-13	254.95	Reconciled
343502		23-OCT-13	CALIFORNIA BARRICADE INC		4,070.00	29-OCT-13	4,070.00	Reconciled
343503		23-OCT-13	CANON SOLUTIONS AMERICA, INC.		5,205.41	30-OCT-13	5,205.41	Reconciled
343504		23-OCT-13	CITY OF NEWPORT BEACH		1,153.51	28-OCT-13	1,153.51	Reconciled
343505		23-OCT-13	CONDITION MONITORING SERVICES INC		5,611.68			Negotiable
343506		23-OCT-13	CONEYBEARE INC		5,741.45	31-OCT-13	5,741.45	Reconciled
343507		23-OCT-13	CORELOGIC INC		72.00	28-OCT-13	72.00	Reconciled
343508		23-OCT-13	COX COMMUNICATIONS		3,237.88	28-OCT-13	3,237.88	Reconciled
343509		23-OCT-13	DUDEK		720.00	29-OCT-13	720.00	Reconciled
343510		23-OCT-13	EAST ORANGE COUNTY WATER DISTRICT		3,915.43	28-OCT-13	3,915.43	Reconciled
343511		23-OCT-13	EMA INC		1,980.00	28-OCT-13	1,980.00	Reconciled
343512		23-OCT-13	ESSEX PROPERTY TRUST, INC.		10,000.00			Negotiable
343513		23-OCT-13	EXECUTIVE LIGHTING & ELECTRIC		1,170.10	25-OCT-13	1,170.10	Reconciled

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 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								
343514		23-OCT-13	FEDEX		324.94	30-OCT-13	324.94	Reconciled
343515		23-OCT-13	FERGUSON ENTERPRISES, INC.		499.50	28-OCT-13	499.50	Reconciled
343516		23-OCT-13	FIRST CHOICE SERVICES		188.82	29-OCT-13	188.82	Reconciled
343517		23-OCT-13	FISHER SCIENTIFIC COMPANY LLC		5,636.71	31-OCT-13	5,636.71	Reconciled
343518		23-OCT-13	GANAHL LUMBER CO.		53.99	28-OCT-13	53.99	Reconciled
343519		23-OCT-13	GARZA INDUSTRIES, INC		1,381.97	25-OCT-13	1,381.97	Reconciled
343520		23-OCT-13	GEORGE YARDLEY CO INC		5,462.38	29-OCT-13	5,462.38	Reconciled
343521		23-OCT-13	GRAINGER		565.55	28-OCT-13	565.55	Reconciled
343522		23-OCT-13	HACH COMPANY		1,117.15	28-OCT-13	1,117.15	Reconciled
343523		23-OCT-13	HARMSWORTH ASSOCIATES		2,015.00	29-OCT-13	2,015.00	Reconciled
343524		23-OCT-13	HILL BROTHERS CHEMICAL COMPANY		17,181.44	30-OCT-13	17,181.44	Reconciled

343525	23-OCT-13	IRVINE PIPE & SUPPLY INC	2,222.99	25-OCT-13	2,222.99	Reconciled
343526	23-OCT-13	JCI JONES CHEMICALS INC	5,505.50	29-OCT-13	5,505.50	Reconciled
343527	23-OCT-13	JOHN CRANE, INC.	470.71	28-OCT-13	470.71	Reconciled
343528	23-OCT-13	KRILEY EXCA-BREAK, INC	55,491.00	31-OCT-13	55,491.00	Reconciled
343529	23-OCT-13	KS DIRECT LLC	1,123.20	25-OCT-13	1,123.20	Reconciled
343530	23-OCT-13	LAGUNA BEACH COUNTY WATER DISTRICT	21,432.01	30-OCT-13	21,432.01	Reconciled
343531	23-OCT-13	MAIN ELECTRIC SUPPLY COMPANY LLC	665.37	29-OCT-13	665.37	Reconciled
343532	23-OCT-13	MOTION INDUSTRIES INC	1,629.85	28-OCT-13	1,629.85	Reconciled
343533	23-OCT-13	NMG GEOTECHNICAL INC	70,170.60			Negotiable
343534	23-OCT-13	OCTA	5,220.00	30-OCT-13	5,220.00	Reconciled
343535	23-OCT-13	OLIN CORPORATION	11,353.85	31-OCT-13	11,353.85	Reconciled
343536	23-OCT-13	ORANGE COUNTY AUTO PARTS CO	256.81	25-OCT-13	256.81	Reconciled
343537	23-OCT-13	ORANGE COUNTY FIRE AUTHORITY	624.00	29-OCT-13	624.00	Reconciled
343538	23-OCT-13	ORANGE COUNTY PUMPING, INC.	450.00			Negotiable
343539	23-OCT-13	ORANGE COUNTY TREASURER	31,114.38	30-OCT-13	31,114.38	Reconciled

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 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								
343540		23-OCT-13	OUTSOURCE TECHNICAL LLC		5,060.00	29-OCT-13	5,060.00	Reconciled
343541		23-OCT-13	PAC RIM ENGINEERING		5,187.50	29-OCT-13	5,187.50	Reconciled
343542		23-OCT-13	PONTON INDUSTRIES INC		1,371.69			Negotiable
343543		23-OCT-13	PRAXAIR DISTRIBUTION INC		1,929.47	29-OCT-13	1,929.47	Reconciled
343544		23-OCT-13	QUICKEL PAVING INC		6,305.00	30-OCT-13	6,305.00	Reconciled
343545		23-OCT-13	RAM AIR ENGINEERING INC		405.00	28-OCT-13	405.00	Reconciled
343546		23-OCT-13	RBF CONSULTING		3,143.96	29-OCT-13	3,143.96	Reconciled
343547		23-OCT-13	RINCON TRUCK CENTER INC.		109.35	25-OCT-13	109.35	Reconciled
343548		23-OCT-13	RINGCLEAR LLC		33.60			Negotiable
343549		23-OCT-13	ROBERTSONS		952.00	25-OCT-13	952.00	Reconciled
343550		23-OCT-13	SAGER ELECTRONICS		343.76	28-OCT-13	343.76	Reconciled
343551		23-OCT-13	SAN DIEGO FLUID SYSTEM TECH		147.95	28-OCT-13	147.95	Reconciled
343552		23-OCT-13	SANTA MARGARITA FORD		3,485.87			Negotiable
343553		23-OCT-13	SEAL ANALYTICAL INC		925.42	28-OCT-13	925.42	Reconciled
343554		23-OCT-13	SHAMROCK SUPPLY CO INC		454.66	25-OCT-13	454.66	Reconciled
343555		23-OCT-13	SIRIUS COMPUTER SOLUTIONS INC		6,000.00	31-OCT-13	6,000.00	Reconciled
343556		23-OCT-13	SOUTH COAST WATER DISTRICT		3,146.43	28-OCT-13	3,146.43	Reconciled
343557		23-OCT-13	SOUTHERN CALIFORNIA EDISON COMPANY		207,957.31	28-OCT-13	207,957.31	Reconciled
343558		23-OCT-13	T AND S LARSEN MAINTENANCE		400.00	25-OCT-13	400.00	Reconciled
343559		23-OCT-13	TREE OF LIFE NURSERY		1,866.61	29-OCT-13	1,866.61	Reconciled
343560		23-OCT-13	TROPICAL PLAZA NURSERY INC		44,681.41	29-OCT-13	44,681.41	Reconciled
343561		23-OCT-13	TRUCPARCO		339.52	29-OCT-13	339.52	Reconciled
343562		23-OCT-13	UNITED PARCEL SERVICE INC		68.53	28-OCT-13	68.53	Reconciled
343563		23-OCT-13	URS CORPORATION		10,165.00	31-OCT-13	10,165.00	Reconciled
343564		23-OCT-13	US PEROXIDE LLC		22,307.34	31-OCT-13	22,307.34	Reconciled
343565		23-OCT-13	VA CONSULTING, INC		3,025.00	25-OCT-13	3,025.00	Reconciled
343566		23-OCT-13	VERIZON CALIFORNIA INC		520.17	30-OCT-13	520.17	Reconciled

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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
Payment Document : IRWD CHECK								

343567	23-OCT-13	WALTERS WHOLESALE ELECTRIC		21.31	30-OCT-13	21.31	Reconciled
343568	23-OCT-13	WATERSMART SOFTWARE INC		7,500.00			Negotiable
343569	23-OCT-13	WAXIE'S ENTERPRISES, INC		1,383.99	29-OCT-13	1,383.99	Reconciled
343570	23-OCT-13	WILDERMUTH ENVIRONMENTAL INC		77.50	29-OCT-13	77.50	Reconciled
343571	23-OCT-13	WORKFLOWONE		2,340.88	28-OCT-13	2,340.88	Reconciled
343572	28-OCT-13	DUDLEY RIDGE WATERPAY DISTRICT		54,078.18			Negotiable
343573	28-OCT-13	JCI JONES CHEMICALS INC	CINCINNATI	2,752.75			Negotiable
343574	29-OCT-13	FERGUSON, DAVID	HANSVILLE	6,644.84	31-OCT-13	6,644.84	Reconciled
343575	31-OCT-13	Brett Wilson		818.00			Negotiable
343576	31-OCT-13	Casey King		40.00			Negotiable
343577	31-OCT-13	James Lassalette		200.00			Negotiable
343578	31-OCT-13	Jennifer Davis		604.66			Negotiable
343579	31-OCT-13	Jenny Roney		4.99	31-OCT-13	4.99	Reconciled
343580	31-OCT-13	Ken Pfister		105.00			Negotiable
343581	31-OCT-13	Michelle Klein		895.83			Negotiable
343582	31-OCT-13	Mike Bornhoff		390.43			Negotiable
343583	31-OCT-13	Nathan Adams		214.33			Negotiable
343584	31-OCT-13	Tanja Fournier		100.00			Negotiable
343585	31-OCT-13	AIRGAS-WEST, INC.		2,131.59			Negotiable
343586	31-OCT-13	ALPHA TRAFFIC SERVICES, INC.		585.00			Negotiable
343587	31-OCT-13	AMERICAN GROUND WATER TRUST		200.00			Negotiable
343588	31-OCT-13	AQUA-METRIC SALES COMPANY		25,975.23			Negotiable
343589	31-OCT-13	AT&T		2,329.89			Negotiable
343590	31-OCT-13	AT&T		92.41			Negotiable
343591	31-OCT-13	AUTOZONE PARTS, INC.		614.27			Negotiable
343592	31-OCT-13	B & K ELECTRIC WHOLESALE		2,661.90			Negotiable
343593	31-OCT-13	BATTERIES PLUS AND BATTERIES PLUS BULBS		790.26			Negotiable
343594	31-OCT-13	BELL TOWER FLORIST & GIFTS		279.69			Negotiable
343595	31-OCT-13	BIOMAGIC INC		11,641.64			Negotiable
343596	31-OCT-13	BRITHINEE ELECTRIC		5,182.35			Negotiable
343597	31-OCT-13	C WELLS PIPELINE MATERIALS INC		8,715.35			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								
343598		31-OCT-13	CALIFORNIA BARRICADE INC		3,191.54			Negotiable
343599		31-OCT-13	CANON SOLUTIONS AMERICA, INC.		1,164.38			Negotiable
343600		31-OCT-13	CDW GOVERNMENT LLC		6,473.80			Negotiable
343601		31-OCT-13	CHEM TECH INTERNATIONAL INC		4,923.60			Negotiable
343602		31-OCT-13	CITY OF ORANGE		292.98			Negotiable
343603		31-OCT-13	CLEARINGHOUSE		528.45			Negotiable
343604		31-OCT-13	COAST PLUMBING HEATING AND AIR, INC		285.00			Negotiable
343605		31-OCT-13	COASTLINE EQUIPMENT COMPANY		33.13			Negotiable
343606		31-OCT-13	COMMERCIAL CLEANING SYSTEMS		350.00			Negotiable
343607		31-OCT-13	COMMERCIAL COATING RESOURCE INC		1,085.00			Negotiable
343608		31-OCT-13	CONDITION MONITORING SERVICES INC		4,927.50			Negotiable
343609		31-OCT-13	CONEYBEARE INC		20,361.09			Negotiable
343610		31-OCT-13	COX COMMUNICATIONS		100.35			Negotiable
343611		31-OCT-13	CS-AMSCO		2,818.80			Negotiable
343612		31-OCT-13	DELTA SYSTEMS ENGINEERING INC		129,490.97			Negotiable
343613		31-OCT-13	DIVE/CORR, INC		2,250.00			Negotiable
343614		31-OCT-13	E-Z UP DIRECT.COM LLC		1,118.40			Negotiable
343615		31-OCT-13	EAGLE PRINT DYNAMICS		4,114.80			Negotiable
343616		31-OCT-13	EAST ORANGE COUNTY WATER DISTRICT		3,250.57			Negotiable
343617		31-OCT-13	EISEL ENTERPRISES INC		7,915.77			Negotiable
343618		31-OCT-13	EMPLOYERS GROUP		2,404.44			Negotiable
343619		31-OCT-13	ENVIRONMENTAL EQUIPMENT SUPPLY,		163.06			Negotiable

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343620	31-OCT-13	INC ENVIRONMENTAL EXPRESS INC	2,469.39	Negotiable
343621	31-OCT-13	EQUIPCO SALES & SERVICE	3,850.80	Negotiable
343622	31-OCT-13	EVERGREEN OIL INC	231.50	Negotiable
343623	31-OCT-13	EXECUTIVE LIGHTING & ELECTRIC	1,350.34	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								
343624		31-OCT-13	EXTERRAN ENERGY SOLUTIONS LP		45,717.28			Negotiable
343625		31-OCT-13	FARRELL & ASSOCIATES		962.70			Negotiable
343626		31-OCT-13	FEDEX		372.70			Negotiable
343627		31-OCT-13	FERGUSON ENTERPRISES, INC.		1,638.28			Negotiable
343628		31-OCT-13	FIERRO, SERGIO D		3,324.96			Negotiable
343629		31-OCT-13	FISERV		306.75			Negotiable
343630		31-OCT-13	FISHER SCIENTIFIC COMPANY LLC		439.34			Negotiable
343631		31-OCT-13	FIVE POINT PARTNERS LLC		179,395.58			Negotiable
343632		31-OCT-13	FLIR COMMERCIAL SYSTEMS, INC.		1,850.00			Negotiable
343633		31-OCT-13	FS BRAINARD & CO		8,487.50			Negotiable
343634		31-OCT-13	GANAHL LUMBER CO.		11,638.08			Negotiable
343635		31-OCT-13	GENERAL MONITORS INC.		10,595.88			Negotiable
343636		31-OCT-13	GLOBALSTAR INC		169.07			Negotiable
343637		31-OCT-13	GRAINGER		3,206.00			Negotiable
343638		31-OCT-13	GRAYBAR ELECTRIC COMPANY		690.58			Negotiable
343639		31-OCT-13	H2O INNOVATION USA INC		4,619.16			Negotiable
343640		31-OCT-13	HAAKER EQUIPMENT COMPANY		77.22			Negotiable
343641		31-OCT-13	HACH COMPANY		1,485.39			Negotiable
343642		31-OCT-13	HDR ENGINEERING INC		2,118.45			Negotiable
343643		31-OCT-13	HILL BROTHERS CHEMICAL COMPANY		18,868.58			Negotiable
343644		31-OCT-13	HOME DEPOT USA INC		3,393.67			Negotiable
343645		31-OCT-13	IBM CORPORATION		4,700.00			Negotiable
343646		31-OCT-13	IDEXX DISTRIBUTION, INC		5,640.68			Negotiable
343647		31-OCT-13	II FUELS INC		13,105.86			Negotiable
343648		31-OCT-13	INFOSYS LIMITED		363,600.00			Negotiable
343649		31-OCT-13	INTERNAL REVENUE SERVICE		25.00			Negotiable
343650		31-OCT-13	IRVINE PIPE & SUPPLY INC		1,701.52			Negotiable
343651		31-OCT-13	IRWD EMPLOYEE ASSOCIATION		460.00	31-OCT-13	460.00	Reconciled
343652		31-OCT-13	IRWD-PETTY CASH CUSTODIAN		1,457.52			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								
343653		31-OCT-13	JOHN CRANE, INC.		4,232.76			Negotiable
343654		31-OCT-13	JOHN G. ALEVIZOS D.O. INC.		1,000.26			Negotiable
343655		31-OCT-13	JOHNSTONE SUPPLY		300.56			Negotiable
343656		31-OCT-13	KIMBALL MIDWEST		1,162.80			Negotiable
343657		31-OCT-13	LABELLE-MARVIN INC		2,875.00			Negotiable
343658		31-OCT-13	LILLESTRAND LEADERSHIP CONSULTING, INC.		5,399.64			Negotiable
343659		31-OCT-13	LUBRICATION ENGINEERS, INC.		8,642.56			Negotiable
343660		31-OCT-13	MARVIN GARDENS LLC		2,593.70	31-OCT-13	2,593.70	Reconciled
343661		31-OCT-13	MC FADDEN-DALE INDUSTRIAL		181.76			Negotiable
343662		31-OCT-13	MC MASTER CARR SUPPLY CO		1,116.04			Negotiable
343663		31-OCT-13	MOBILE MODULAR MANAGEMENT CORPORATION		972.00			Negotiable

343664	31-OCT-13	MOTION INDUSTRIES INC	2,050.78	Negotiable
343665	31-OCT-13	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	2,250.00	Negotiable
343666	31-OCT-13	NALCO CAL WATER, LLC	240.00	Negotiable
343667	31-OCT-13	NATIONAL READY MIXED CONCRETE CO	435.24	Negotiable
343668	31-OCT-13	OLIN CORPORATION	22,540.42	Negotiable
343669	31-OCT-13	ORANGE COUNTY AUTO PARTS CO	239.18	Negotiable
343670	31-OCT-13	ORANGE COUNTY FIRE AUTHORITY	2,422.00	Negotiable
343671	31-OCT-13	ORANGE COUNTY VECTOR CONTROL DISTRICT	5,433.28	Negotiable
343672	31-OCT-13	OSBORNE, BRIAN	65.00	Negotiable
343673	31-OCT-13	OUTSOURCE	18,400.00	Negotiable
343674	31-OCT-13	TECHNICAL LLC		
343674	31-OCT-13	PACIFIC PARTS & CONTROLS INC	6,900.28	Negotiable
343675	31-OCT-13	PARKHOUSE TIRE INC	1,935.49	Negotiable
343676	31-OCT-13	PAUL E BRADLEY INC	2,970.00	Negotiable
343677	31-OCT-13	PAULUS ENGINEERING INC	332,204.57	Negotiable

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 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								
343678		31-OCT-13	PERS LONG TERM CARE		852.57			Negotiable
343679		31-OCT-13	PINNACLE LANDSCAPE COMPANY		6,560.00			Negotiable
343680		31-OCT-13	PIVOT INTERIORS INC		318.61			Negotiable
343681		31-OCT-13	PONTON INDUSTRIES INC		342.92			Negotiable
343682		31-OCT-13	PSOMAS		2,828.09			Negotiable
343683		31-OCT-13	PTI SAND & GRAVEL INC		1,397.55			Negotiable
343684		31-OCT-13	QASYMPHONY LLC		10,950.00			Negotiable
343685		31-OCT-13	QUICKEL PAVING INC		375.00			Negotiable
343686		31-OCT-13	R&B AUTOMATION INC		2,496.00			Negotiable
343687		31-OCT-13	RAM AIR ENGINEERING INC		523.79			Negotiable
343688		31-OCT-13	RBFC CONSULTING		12,147.33			Negotiable
343689		31-OCT-13	RED HAWK FIRE & SECURITY (CA) LLC		800.00			Negotiable
343690		31-OCT-13	RICHARD C SLADE & ASSOCIATES		6,187.00			Negotiable
343691		31-OCT-13	RITE AID PHARMACY		2,460.00			Negotiable
343692		31-OCT-13	ROCHESTER MIDLAND CORPORATION		656.28			Negotiable
343693		31-OCT-13	RRM DESIGN GROUP		400.00			Negotiable
343694		31-OCT-13	SAN DIEGO FLUID SYSTEM TECH		47.21			Negotiable
343695		31-OCT-13	SANDERS PAVING INC		28,893.00			Negotiable
343696		31-OCT-13	SANTA ANA BLUE PRINT		1,436.24			Negotiable
343697		31-OCT-13	SANTA MARGARITA FORD		288.26			Negotiable
343698		31-OCT-13	SHAMROCK SUPPLY CO INC		719.81			Negotiable
343699		31-OCT-13	SIGMA-ALDRICH INC		693.07			Negotiable
343700		31-OCT-13	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		434.94			Negotiable
343701		31-OCT-13	SOUTH COAST WATER CO.		151.68			Negotiable
343702		31-OCT-13	SOUTHERN CALIFORNIA EDISON COMPANY		511,701.60			Negotiable

IRWD Ledger Payment Register For 01-OCT-13 To 31-OCT-13 Report Date: 01-NOV-2013 14:53
 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								
343703		31-OCT-13	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		257.04			Negotiable

343704	31-OCT-13	SPARKLETTS	479.27	Negotiable
343705	31-OCT-13	SS MECHANICAL CORPORATION	302,581.17	Negotiable
343706	31-OCT-13	TALLEY INC	1,372.41	Negotiable
343707	31-OCT-13	TESTAMERICA LABORATORIES, INC	384.30	Negotiable
343708	31-OCT-13	TETRA TECH, INC	27,327.52	Negotiable
343709	31-OCT-13	THOMPSON INDUSTRIAL SUPPLY	7,502.69	Negotiable
343710	31-OCT-13	THYSSENKRUPP ELEVATOR	217.19	Negotiable
343711	31-OCT-13	TROPICAL PLAZA NURSERY INC	7,834.93	Negotiable
343712	31-OCT-13	TRUCPARCO	1,159.77	Negotiable
343713	31-OCT-13	TRUGREEN LANDCARE LLC	27,523.00	Negotiable
343714	31-OCT-13	UNITED PARCEL SERVICE INC	96.55	Negotiable
343715	31-OCT-13	URS CORPORATION	24,415.50	Negotiable
343716	31-OCT-13	US BANK NAT'L ASSOCIATION NORTH DAKOTA	52,253.76	Negotiable
343717	31-OCT-13	US PEROXIDE LLC	12,416.29	Negotiable
343718	31-OCT-13	VERIZON CALIFORNIA INC	90.91	Negotiable
343719	31-OCT-13	VERIZON WIRELESS SERVICES LLC	12,701.17	Negotiable
343720	31-OCT-13	VULCAN MATERIALS COMPANY	2,706.44	Negotiable
343721	31-OCT-13	VWR INTERNATIONAL, LLC	2,025.07	Negotiable
343722	31-OCT-13	WALTERS WHOLESALE ELECTRIC	236.46	Negotiable
343723	31-OCT-13	WATERLINE TECHNOLOGIES INC	2,840.00	Negotiable
343724	31-OCT-13	WAXLE'S ENTERPRISES, INC	2,698.98	Negotiable
343725	31-OCT-13	WEST COAST SAFETY SUPPLY INC	609.26	Negotiable
343726	31-OCT-13	WESTIN ENGINEERING, INC	27,125.00	Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 32
 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								
343727		31-OCT-13	WISCONSIN STATE LABORATORY OF HYGENE		590.00			Negotiable
343728		31-OCT-13	WONDERWARE WEST		8,874.88			Negotiable
343729		31-OCT-13	ZEBRON CONTRACTING INC		3,110.00			Negotiable
343730		31-OCT-13	PRINCIPAL LIFE INSURANCE	DES MOINES 1	25,687.70			Negotiable
Payment Document Subtotal:					8,489,751.72		5,321,531.84	
Payment Document : IRWD Wire								
10122		01-OCT-13	YORK INSURANCE SERVICES GROUP INC - CA	PAY	2,394.26			Negotiable
10123		08-OCT-13	CALPERS	SACRAMENTO 1	365,577.31			Negotiable
10124		14-OCT-13	YORK INSURANCE SERVICES GROUP INC - CA	PAY	10,605.94			Negotiable
10125		14-OCT-13	INTERNAL REVENUE SERVICE	FRESNO	153,613.52			Negotiable
10126		14-OCT-13	FRANCHISE TAX BOARD	SACRAMENTO	41,616.58			Negotiable
10127		14-OCT-13	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	9,765.62			Negotiable
10128		14-OCT-13	ORDONEZ, CYNTHIA MARIE	DESERT HOT SPR	500.17			Negotiable
10129		14-OCT-13	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	1,991.98			Negotiable
10130		14-OCT-13	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	10,768.91			Negotiable
10131		14-OCT-13	GREAT WEST	DENVER	86,152.20			Negotiable
10132		14-OCT-13	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	2,253.37			Negotiable
10133		14-OCT-13	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	1,430.29			Negotiable

10134 14-OCT-13 BANK OF NEW YORK NEWARK 2,304,535.92 Negotiable
MELLON TRUST
COMPANY NA
IRWD Ledger Payment Register For 01-OCT-13 To 31-OCT-13 Report Date: 01-NOV-2013 14:53
BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 33
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 Wire								
10135		14-OCT-13	SUMITOMO MITSUI	NEW YORK	714.08			Negotiable
10136		15-OCT-13	BANKING CORPORAIION		2,502,542.48			Negotiable
10137		15-OCT-13	U.S. BANK NATIONALPAY					Negotiable
10138		15-OCT-13	ASSOCIATION					Negotiable
10139		15-OCT-13	BANK OF AMERICA	BOSTON	2,503,158.25			Negotiable
10140		15-OCT-13	MERRILL LYNCH					Negotiable
10141		15-OCT-13	SUMITOMO MITSUI	NEW YORK	81,545.93			Negotiable
10142		15-OCT-13	BANKING CORPORAIION					Negotiable
10143		15-OCT-13	BANK OF NEW YORK	NEWARK	42,695.71			Negotiable
10144		15-OCT-13	MELLON TRUST					Negotiable
10145		15-OCT-13	COMPANY NA					Negotiable
10146		15-OCT-13	BANK OF AMERICA	BOSTON	74,124.97			Negotiable
10147		15-OCT-13	MERRILL LYNCH					Negotiable
10148		15-OCT-13	CITIGROUP GLOBAL	NEW YORK	620,316.37			Negotiable
10149		15-OCT-13	MARKETS INC.					Negotiable
10150		16-OCT-13	U.S. BANK NATIONALPAY		74,374.97			Negotiable
10151		16-OCT-13	ASSOCIATION					Negotiable
10152		16-OCT-13	FILANC-BALFOUR	WEST	664,679.81			Negotiable
10153		16-OCT-13	BEATTY JV	COVINA				Negotiable
10154		18-OCT-13	MUNICIPAL WATER	FOUNTAIN	667,534.28			Negotiable
10155		18-OCT-13	DISTRICT OF ORANGE	VALLEY				Negotiable
10156		18-OCT-13	COUNTY					Negotiable
10157		18-OCT-13	INTERNAL REVENUE	FRESNO	153,866.03			Negotiable
10158		18-OCT-13	SERVICE					Negotiable
10159		18-OCT-13	FRANCHISE TAX	SACRAMENTO	41,798.77			Negotiable
10160		18-OCT-13	BOARD					Negotiable
10161		18-OCT-13	EMPLOYMENT	W	9,352.29			Negotiable
10162		18-OCT-13	DEVELOPMENT	SACRAMENTO				Negotiable
10163		18-OCT-13	DEPARTMENT					Negotiable
10164		18-OCT-13	ORDONEZ, CYNTHIA	DESERT HOT	500.17			Negotiable
10165		18-OCT-13	MARIE	SPR				Negotiable
10166		18-OCT-13	CALIFORNIA	SACRAMENTO	1,991.98			Negotiable
10167		18-OCT-13	DEPARTMENT OF					Negotiable
10168		18-OCT-13	CHILD SUPPORT					Negotiable
10169		18-OCT-13	SERVICES					Negotiable
10170		18-OCT-13	EMPLOYEE BENEFIT	PAY	10,123.86			Negotiable
10171		18-OCT-13	SPECIALIST, INC					Negotiable
10172		18-OCT-13	GREAT WEST	DENVER	86,935.54			Negotiable
10173		28-OCT-13	YORK INSURANCE	PAY	8,959.90			Negotiable
10174		28-OCT-13	SERVICES GROUP INC					Negotiable
10175		28-OCT-13	- CA					Negotiable
10176		28-OCT-13	YORK INSURANCE	PAY	1,482.41			Negotiable
10177		28-OCT-13	SERVICES GROUP INC					Negotiable
10178		28-OCT-13	- CA					Negotiable

IRWD Ledger Payment Register For 01-OCT-13 To 31-OCT-13 Report Date: 01-NOV-2013 14:53
BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 34
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 Wire								
10154		29-OCT-13	YORK INSURANCE	PAY	3,723.29			Negotiable
10155		29-OCT-13	SERVICES GROUP INC					Negotiable
10156		29-OCT-13	- CA					Negotiable
10157		30-OCT-13	U.S. BANK NATIONALST.	LOUIS	8,429.34			Negotiable
10158		30-OCT-13	ASSOCIATION					Negotiable
10159		31-OCT-13	U.S. BANK NATIONALPAY		5,794,250.00			Negotiable
10160		31-OCT-13	ASSOCIATION					Negotiable
10161		31-OCT-13	J.R. FILANC	ESCONDIDO	382,487.04			Negotiable
10162		31-OCT-13	CONSTRUCTION					Negotiable
10163		31-OCT-13	COMPANY INC.					Negotiable
10164		31-OCT-13	BANK OF AMERICA	PAY	420,000.00			Negotiable
10165		31-OCT-13	MERRILL LYNCH					Negotiable
Payment Document Subtotal:					17,146,793.54			
Bank Account Subtotal :					25,636,545.26		5,321,531.84	
Report Count : 903	Report Total:				25,636,545.26		5,321,531.84	

*** End of Report ***

Exhibit "E"

IRWD

Government Code Section 53065.5 Disclosure Report

Payments or Reimbursements for Individual Charges of \$100 or More Per Transaction for Services or Product Received

October 2013

Name	Ck No.	Ck Date	Amount	Description
Alexander Murphy	342866	3-Oct-13	228.00	WEF Membership Renewal
Andrew Yue	342867	3-Oct-13	125.00	Safety Shoes Reimbursement
Damien McBride	342870	3-Oct-13	148.00	CWEA Membership Renewal
Jose Martinez	343086	10-Oct-13	272.00	CWEA Membership and Certification Renewal
Douglas Reinhart	343406	17-Oct-13	683.92	Marriott Hotel 4 nights lodging, attending WateReuse Board meeting and Symposium, 9/14-18, 2013, Denver, CO
Douglas Reinhart	343406	17-Oct-13	163.14	Dollar Rent-a-Car for 4 days, attending WateReuse Board Meeting and Symposium, 9/14-18, 2013, Denver, CO
Peer Swan	343408	17-Oct-13	461.80	Southwest Airlines, roundtrip to ACWA VP meeting in Sacramento, CA on 9/18/2013
Peer Swan	343408	17-Oct-13	461.80	Southwest Airlines, roundtrip to ACWA Headwaters Task Force meeting in Sacramento, CA on 9/24/2013
Peer Swan	343408	17-Oct-13	473.80	Southwest Airlines, roundtrip to ACWA Board meeting in Sacramento, CA on 9/26/2013
Peer Swan	343408	17-Oct-13	159.77	Oakland Marriott, one night stay on 9/25/2013, attending ACWA Board meeting in Sacramento, CA
Tanja Fournier	343410	17-Oct-13	600.00	NAGDCA Membership Renewal
Tanja Fournier	343410	17-Oct-13	500.00	Gift cards for Deferred Comp National Save Retirement Event, 10/21-25, 2013
Tanja Fournier	343410	17-Oct-13	1,018.50	150 Booklets, "A Beginner's Guide to Investing: How to Grow Your Money the Smart and Easy Way"
Tanja Fournier	343410	17-Oct-13	132.90	Gift cards for Deferred Comp National Save Retirement Event, 10/21-25, 2013
Mary Aileen Matheis	343412	18-Oct-13	470.54	Hilton Hotel for two nights, attending Urban Water Institute Annual Conference in San Diego, CA on 8/14-16, 2013
Truc Mai Bertsch	343413	18-Oct-13	1,201.30	Hyatt Regency for five nights, attending Oracle "Create Analysis and Dashboards" seminar in San Francisco on 9/3-6, 2013
Joan Gronck	343484	23-Oct-13	186.15	Car rental for 5 days, attending Oracle Open World Conference in San Francisco, CA on 9/22-26, 2013.
Rex Rajewski	343486	23-Oct-13	130.54	Safety Shoes Reimbursement
Brett Wilson	343575	31-Oct-13	434.91	Tool Wrench Reimbursement
James Lassalette	343577	31-Oct-13	200.00	Safety Shoes Reimbursement
Jennifer Davis	343578	31-Oct-13	428.01	Marrriott Hotel for three nights, attending CDIAC "Municipal Debt Essentials" seminar in Oakland, CA on 10/21-24, 2013.
Ken Pfister	343580	31-Oct-13	105.00	Grade 4 Certificate Renewal
Michelle Klein	343581	31-Oct-13	779.16	Hilton Hotel for four nights in Dallas, TX, attending Invensys Software Conference & Tech Support on 10-14-18, 2013.
Mike Bornhoff	343582	31-Oct-13	341.26	Roundtrip mileage to Las Vegas, NV, attending Infrared Level 3 Thermography Training on 10/7-13, 2013
Tanja Fournier	343584	31-Oct-13	100.00	Gift cards for Deferred Comp National Save Retirement Event, 10/21-25, 2013

November 25, 2013

Prepared by: R. Thatcher/M. Hoolihan

Submitted by: K. Burton

Approved by: Paul Cook

CONSENT CALENDAR

QUITCLAIM OF REAL PROPERTY
THE IRVINE COMPANY LLC
SEWER PIPELINE EASEMENT PER INST. NO. 89-572280, O.R.
IRVINE SPECTRUM

SUMMARY:

Staff recommends that the Board adopt a resolution approving the execution of a quitclaim deed to The Irvine Company LLC (TIC) quitclaiming an existing easement for sewer pipeline purposes granted to IRWD per Instrument No. 89-572280 of Official Records of Orange County, CA.

BACKGROUND:

TIC is developing a parcel at 8055 Alton Parkway in the Irvine Spectrum. The property contains an easement for sewer pipeline purposes granted to IRWD per Instrument No. 89-572280. There are no IRWD facilities within the easement and none are planned. TIC has requested that the easement be quitclaimed to clear title. Staff has reviewed the request and concurs that it can be quitclaimed. The Resolution authorizing the quitclaim is attached as Exhibit "A", the Easement Quitclaim Deed is attached as Exhibit "B", and a map showing the location of the quitclaim areas is attached as Exhibit "C".

FISCAL IMPACT:

None.

ENVIRONMENTAL COMPLIANCE:

This project is not subject to the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15061 (b) (3), in that CEQA applies only to projects that may result in a direct physical change in the environment or reasonably foreseeable indirect physical change in the environment.

COMMITTEE REVIEW:

Quitclaims are not routinely taken to Committee prior to submittal for Board approval.

Consent Calendar: Quitclaim Of Real Property The Irvine Company LLC Sewer Pipeline
Easement Per Inst. No. 89-572280, O.R. Irvine Spectrum
November 25, 2013
Page 2

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2013 - _____

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

LIST OF EXHIBITS:

Exhibit "A" – Resolution
Exhibit "B" – Easement Quitclaim Deed
Exhibit "C" – Location Map

EXHIBIT "A"

RESOLUTION NO. 2013 -

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

WHEREAS, The Irvine Company LLC ("ICDC") has requested that the Irvine Ranch Water District ("IRWD") Board approve the quitclaim of the existing easement for sewer pipeline purpose recorded October 24, 1989 as Instrument No. 89-572280 of Official Records, Records of Orange County, California; and

WHEREAS, the purpose of the quitclaim is to clear title to 8055 Alton Parkway; and

WHEREAS, staff has reviewed and confirmed that the easement herein referred is no longer needed and can be quitclaimed; and

WHEREAS, the proposed quitclaim has been presented to this Board of Directors, copy of which is attached hereto as Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED, the Quitclaim Deed attached hereto as Exhibit "B" to The Irvine Company LLC, a Delaware limited liability company, herein described and hereby is approved and execution by the District's officers is authorized.

ADOPTED, SIGNED and APPROVED this 25th day of November 2013.

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

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

APPROVED AS TO FORM:
BOWIE, ARNESON, WILES & GIANNONE
IRWD Legal Counsel

By _____

EXHIBIT "B"

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

The Irvine Company
550 Newport Center Drive
Newport Beach, CA 92660
Attn: General Counsel's Office

ASSESSOR PARCEL NO(S):

(Space Above This Line For Recorder's Use)

IRWD Doc. No. E _____
IRWD Res. No. _____

DOCUMENTARY TRANSFER TAX \$ consideration less than \$100
_____ Computed on the consideration or value of property conveyed; OR
_____ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Signature or Declarant or Agent determining tax – Firm Name

EASEMENT QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IRVINE RANCH WATER DISTRICT, a California Water District organized under and existing pursuant to Section 34000 *et seq.* of the California Water Code, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to THE IRVINE COMPANY LLC, a Delaware limited liability company, or the current owner of record,

all RIGHT, TITLE and INTEREST in the real property located in the City of Irvine, County of Orange, State of California, as more particularly described in Exhibit "A", attached hereto and by this reference, made a part hereof.

The rights hereby quitclaimed are not necessary or useful in the performance of the duties of said Irvine Ranch Water District.

Dated: _____, 2013

IRVINE RANCH WATER DISTRICT,
a California Water District

By: _____
Name: Douglas J. Reinhart
Title: President

By: _____
Name: Leslie Bonkowski
Title: District Secretary

MAIL TAX STATEMENTS TO THE ABOVE ADDRESS

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, 2013, before me, _____, a Notary Public in and for said State, personally appeared Douglas J. Reinhart and Leslie Bonkowski, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)
 Notary Public in and for said State

EXHIBIT "A"

**QUITCLAIM OF EASEMENT FOR
SEWER MAINS AND APPURTENANT FACILITIES
WITHIN PARCEL 1 OF PARCEL MAP NO. 87-364**

LEGAL DESCRIPTION

That certain parcel of land in the City of Irvine, County of Orange, State of California, lying within Parcel 1 of Parcel Map No. 87-364 as shown on the map thereof filed in Book 241, Pages 14 through 16 of Miscellaneous Maps being that certain easement for sewer mains and appurtenant facilities recorded October 24, 1989 as Instrument No. 89-572280 of Official Records, both in the Office of the County Recorder of said County.

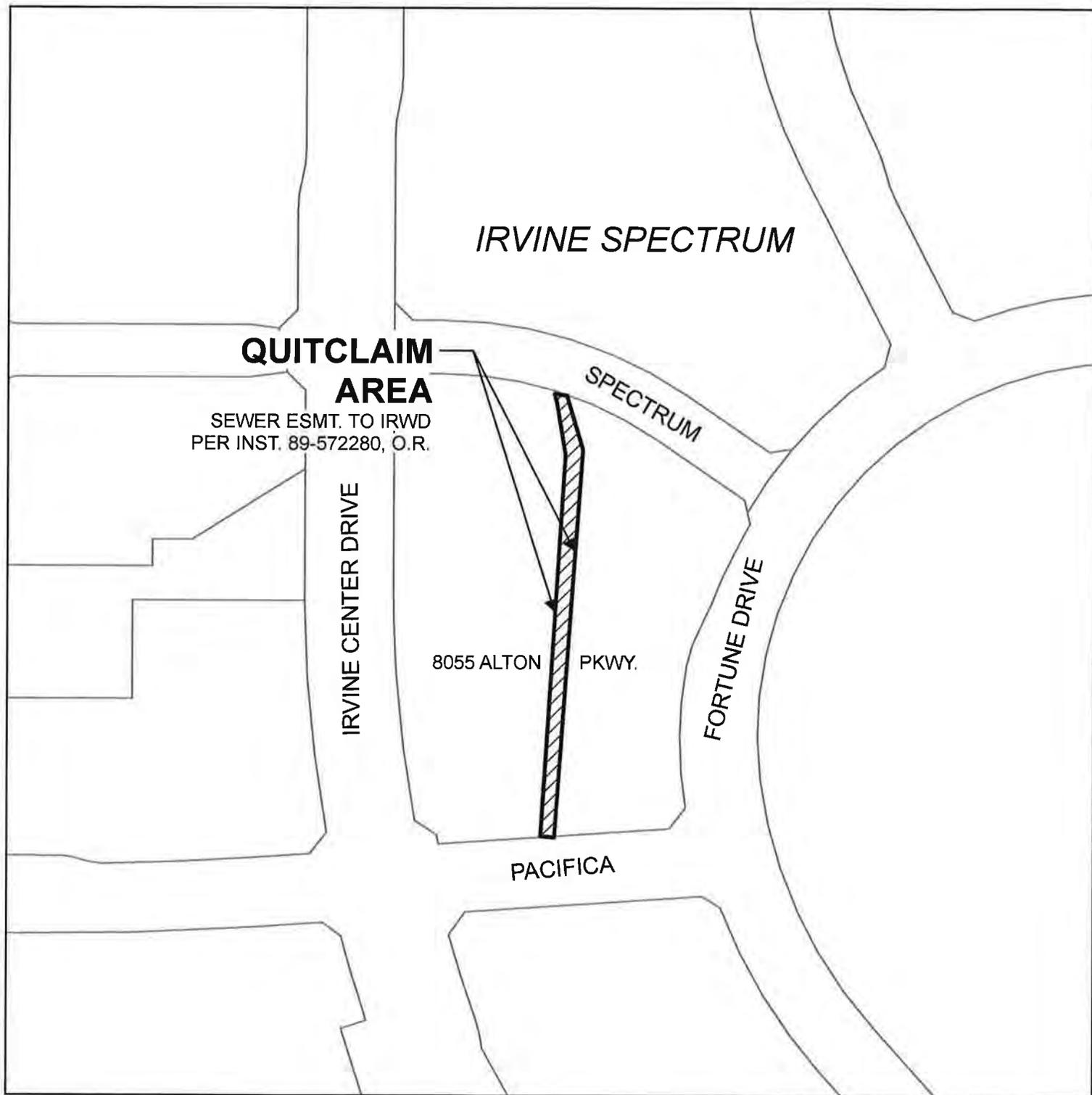
Prepared by me or under my direction:

Dated: November 14, 2013

Gregory P. Heiertz, R.C.E. 33084
License expires June 30, 2014



EXHIBIT "C" LOCATION MAP



**QUITCLAIM OF SEWER EASEMENT
TO THE IRVINE COMPANY LLC**



OS
November 25, 2013

Prepared by: R. Thatcher/M. Hoolihan *MHA*

Submitted by: K. Burton *KLB*

Approved by: Paul Cook *PC*

CONSENT CALENDAR

QUITCLAIM OF REAL PROPERTY
IRVINE COMMUNITY DEVELOPMENT COMPANY LLC
WATER AND SEWER PIPELINE AND ACCESS EASEMENT
PER TRACT NO. 17004 LYING WITHIN PROPOSED TRACT NO. 17619
ORCHARD HILLS

SUMMARY:

Staff recommends that the Board adopt a resolution approving the execution of a quitclaim deed to the Irvine Community Development Company LLC (ICDC) quitclaiming existing easements for water, sewer, and access purposes dedicated to IRWD over Lots LLL, MMM, and a portion of an easement over Lot PPPPP of Tract No. 17004 in Orchard Hills, which is a portion of the area being re-subdivided into Tract No. 17619.

BACKGROUND:

IRWD previously approved the quitclaim of an easement for water, sewer and access purposes lying within Lot 12 of Tract 17004 which is a portion of the area lying within proposed Tract No. 17619 per Resolution 2013-34. When the quitclaim was approved, easements lying within Lots LLL, MMM and the portion of Lot PPPPP included within proposed Tract 17619 were inadvertently omitted. This resolution authorizes the quitclaiming of the remaining easements within the above-mentioned lots lying within proposed Tract 17619 that are no longer needed because of the re-subdivision. New easements to IRWD are being dedicated on the map of Tract No. 17619. The Resolution authorizing the quitclaim is attached as Exhibit "A", the Easement Quitclaim Deed is attached as Exhibit "B", and a map showing the location of the quitclaim areas is attached as Exhibit "C".

FISCAL IMPACT:

None.

ENVIRONMENTAL COMPLIANCE:

This project is not subject to the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15061 (b) (3), in that CEQA applies only to projects that may result in a direct physical change in the environment or reasonably foreseeable indirect physical change in the environment.

COMMITTEE REVIEW:

Quitclaims are not routinely taken to Committee prior to submittal for Board approval.

Consent Calendar: Quitclaim Of Real Property Irvine Community Development Company LLC
Water and Sewer Pipeline and Access Easement Per Tract No. 17004 Lying Within Proposed
Tract No. 17619 Orchard Hills
November 25, 2013
Page 2

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2013 - _____

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

LIST OF EXHIBITS:

Exhibit "A" – Resolution
Exhibit "B" – Easement Quitclaim Deed
Exhibit "C" – Location Map

EXHIBIT "A"

RESOLUTION NO. 2013 -

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

WHEREAS, Irvine Community Development Company LLC ("ICDC") has requested that the Irvine Ranch Water District ("IRWD") Board approve the quitclaim of the existing easement for sewer, water and access purposes lying within Lots LLL, MMM, and a portion of Lot PPPPP of Tract No. 17004 filed in Book 891, Pages 1 through 53 of Miscellaneous Maps, Records of Orange County, California; and

WHEREAS, the purpose of the quitclaim is because ICDC is re-subdividing the above-mentioned lots containing the easements along with other lots into Tract No. 17619; and

WHEREAS, ICDC will be dedicating new easements for sewer, water and access purposes to IRWD on the new Tract Map; and

WHEREAS, staff has reviewed and confirmed that the easements herein referred are no longer needed and can be quitclaimed; and

WHEREAS, the proposed quitclaim has been presented to this Board of Directors, copy of which is attached hereto as Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED, the Quitclaim Deed attached hereto as Exhibit "B" to Irvine Community Development Company LLC, a Delaware limited liability company, herein described and hereby is approved and execution by the District's officers is authorized.

ADOPTED, SIGNED and APPROVED this 25th day of November 2013.

President/Vice President
IRVINE RANCH WATER DISTRICT
and of the Board of Directors thereof

Secretary/Assistant Secretary
IRVINE RANCH WATER DISTRICT
and of the Board of Directors thereof

APPROVED AS TO FORM:
BOWIE, ARNESON, WILES & GIANNONE
IRWD Legal Counsel

By _____

EXHIBIT "B"

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

The Irvine Company
550 Newport Center Drive
Newport Beach, CA 92660
Attn: General Counsel's Office

ASSESSOR PARCEL NO(S):

(Space Above This Line For Recorder's Use)

IRWD Doc. No. E _____
IRWD Res. No. _____

DOCUMENTARY TRANSFER TAX \$ consideration less than \$100
_____ Computed on the consideration or value of property conveyed; OR
_____ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Signature or Declarant or Agent determining tax – Firm Name

EASEMENT QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IRVINE RANCH WATER DISTRICT, a California Water District organized under and existing pursuant to Section 34000 *et seq.* of the California Water Code, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to THE IRVINE COMPANY LLC, a Delaware limited liability company, or the current owner of record,

all RIGHT, TITLE and INTEREST in the real property located in the City of Irvine, County of Orange, State of California, as more particularly described in Exhibit "A", attached hereto and by this reference, made a part hereof.

The rights hereby quitclaimed are not necessary or useful in the performance of the duties of said Irvine Ranch Water District.

Dated: _____, 2013

IRVINE RANCH WATER DISTRICT,
a California Water District

By: _____
Name: Douglas J. Reinhart
Title: President

By: _____
Name: Leslie Bonkowski
Title: District Secretary

MAIL TAX STATEMENTS TO THE ABOVE ADDRESS

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, 2013, before me, _____, a Notary Public in and for said State, personally appeared Douglas J. Reinhart and Leslie Bonkowski, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)
 Notary Public in and for said State

EXHIBIT "A"

**QUITCLAIM OF EASEMENTS FOR
SEWER, WATER AND ACCESS PURPOSES
WITHIN ORCHARD HILLS DEVELOPMENT**

LEGAL DESCRIPTION

Those certain easements for sewer, water and access purposes dedicated thereon and lying within Lots LLL and MMM of Tract No. 17004, in the City of Irvine, County of Orange, State of California, as shown on the map thereof filed in Book 891, Pages 1 through 53 of Miscellaneous Maps, in the Office of the County Recorder of said County.

TOGETHER WITH:

That certain easement for sewer, water and access purposes dedicated thereon and lying within that portion of Lot P P P P P of said Tract No. 17004 which lies within Lot M of Tract No. 17619, as shown on the map thereof filed in Book _____, Pages ____ through ____ of Miscellaneous Maps, in the Office of the County Recorder of said County.

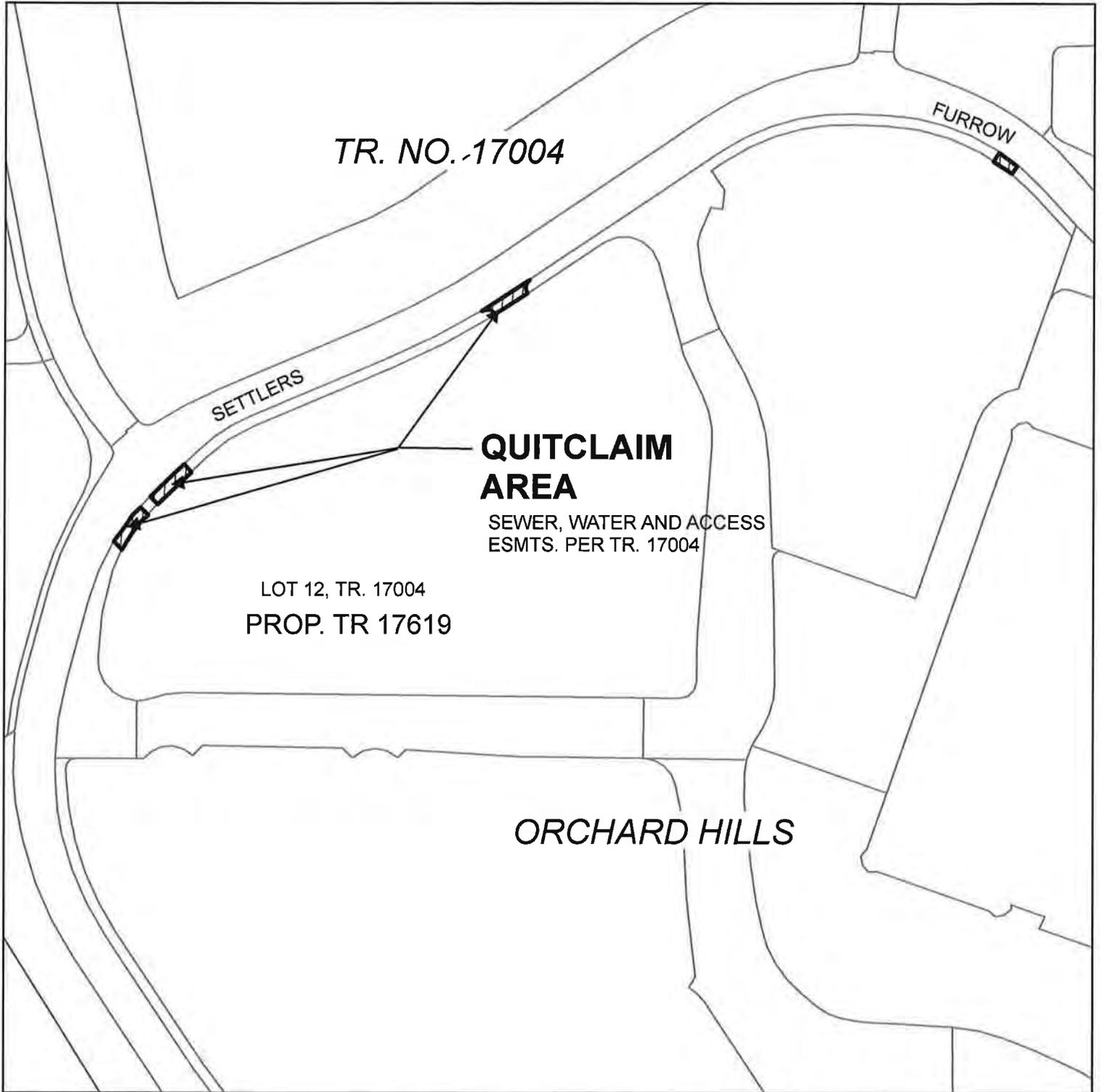
Prepared by me or under my direction:

Dated: November 14, 2013



Gregory P. Heiertz, R.C.E. 33084
License expires June 30, 2014

EXHIBIT "C"
LOCATION MAP



**QUITCLAIM OF SEWER, WATER AND ACCESS EASEMENTS
TO IRVINE COMMUNITY DEVELOPMENT COMPANY LLC**



08
November 25, 2013

Prepared by: M. Cortez/M. Hoolihan/
S. Malloy/R. Mori

Submitted by: K. Burton *KB*

Approved by: Paul Cook *Paul Cook*

CONSENT CALENDAR

UPCOMING PROJECTS STATUS REPORT

SUMMARY:

A status report of Irvine Ranch Water District's Upcoming Projects is presented to the Board for information.

BACKGROUND:

The information, which is attached as Exhibit "A", is a status report submitted quarterly to the Committee and Board for their review.

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on November 19, 2013.

RECOMMENDATION:

RECEIVE AND FILE.

LIST OF EXHIBITS:

Exhibit "A" – Upcoming Projects Status Report

EXHIBIT "A"

IRWD UPCOMING PROJECTS STATUS REPORT

Project Name	Planning	Start	Construction	Construction
	Start	Design	Award	Final Acceptance
Portola Springs Recycled Water Pipeline		Fall 2013	Winter 2014	
SJM Building Campus Mold Remediation			Winter 2014	Winter 2014
RMS at 3 DW Reservoirs		Winter 2014		
Syphon Reservoir Interim Facilities				Winter 2014
Vault Lid Rehabilitation - Phase 2				Winter 2014
Silverado Canyon DW Pipeline Replacement (St. Michael's Abbey)		Fall 2013	Winter 2014	
Baker Ranch Phase 1A DW & RW Improvements (RA w/ Shea/Toll Brothers)				Winter 2014
Baker Ranch Phase 1B DW & RW Improvements (RA w/ Shea/Toll Brothers)			Summer 2013	Winter 2014
Capital RW Facilities between OCTA and LV Street (RA w/Heritage Fields)				Winter 2014
Marine Way DW, RW (RA w/Heritage Fields)			Winter 2014	Fall 2014
O Street, Marine to Trabuco, DW, S (RA w/Heritage Fields)				Spring 2014
O Street, Trabuco to LN Street, DW, S, RW (RA w/Heritage Fields)				Spring 2014
PA 9B Jeffrey Road Zones 3, A, B and C Pipelines (RA w/ICDC)				Summer 2014
PA 40 Phase 3B RW (RA w/ICDC)				Winter 2014
PA 40 Neighborhood 2G RW Improvements (RA w/ICDC)				Winter 2014
Tustin Legacy Villas Capital Sewer (RA w/ICDC)				Spring 2014
PA 1, Orchard Hills Neighborhood 2 RW (RA w/ICDC)				Summer 2014
PA 5B, Phase 1A DW, RW (RA w/ICDC)				Summer 2014
PA 5B, Irvine Blvd Improvements (RA w/ICDC)				Summer 2014
PA 5B, RW Zone B Improvements (RA w/ICDC)				Summer 2014
Reach A Capital Sewer (RA w/Heritage Fields)			Winter 2014	Fall 2014
Trabuco Road Capital DW, S, RW Facilities (RA w/Heritage Fields)				Fall 2013
Tustin Ranch Road Pipelines (RA w/Tustin)				Winter 2014
Barranca, Armstrong to Tustin Ranch Road DW, S, RW Facilities (RA w/Tustin)				Spring 2014
Warner, Legacy Rd to Tustin Ranch Rd, Capital DW and RW Improvements (RA w/Tustin)				Summer 2014
PA 18 South, Hidden Canyon DW RW (RA w/Toll Brothers)				Summer 2014
IDF Chlorine Injection Line Replacement				Winter 2014
Manning and Portola Zone 9 BPS Emergency Generators				Winter 2014
University Lift Station Odor Control			Fall 2013	Winter 2014
Newport Coast Cathodic Protection Joint Bonding			Spring 2014	Summer 2014
Santiago Dam and Outlet Tower Seismic Stability Study	On-going			
SAC/Baker Pipeline CP Improvements			Summer 2014	
MWRP Biosolids and Energy Recovery Facilities				Fall 2016
MWRP Phase 2 Expansion				Winter 2014
Lake Forest (LAWD) PLC Replacement and Control System Upgrades			Spring 2014	Fall 2014
Water Operations Transdyn Replacement				Fall 2013
Baker Water Treatment Plant			Winter 2014	Spring 2016
Baker Raw Water Conveyance Facilities			Winter 2014	Spring 2015

November 25, 2013

Prepared by: T. Bonkowski/M. Cortez

Submitted by: K. Burton

Approved by: Paul Cook

CONSENT CALENDAR

PORTOLA SPRINGS RECYCLED WATER PIPELINE BUDGET ADDITION

SUMMARY:

The Portola Springs Recycled Water Pipeline Project will construct a permanent 16-inch recycled water pipeline to replace an existing above-ground temporary water pipeline located on the University of California’s Agriculture & Natural Resources’ South Coast Field Station between Ridge Valley and Lambert Road. Staff recommends that the Board authorize the addition of Project 30433 to the FY 2013-14 Capital Budget in the amount of \$284,500.

BACKGROUND:

The original “Lambert Reach” of the Irvine Lake Pipeline (ILP) was constructed in 1977 to supply ILP water to Lambert Reservoir and to provide irrigation of various agricultural properties in the vicinity. As part of the development of Planning Area 6 (PA-6, Portola Springs), the ILP was converted to Zone C recycled water and a temporary above-ground pipeline segment was constructed to provide a loop connection between the ILP and the new Zone C system, becoming a secondary source to the Zone C Reservoir in Tomato Springs.

This project will replace the existing above-ground temporary pipeline with a permanent pipeline located on the University of California’s Agriculture & Natural Resources’ South Coast Field Station land, between Ridge Valley and Lambert Road. A location map is attached as Exhibit “A”. The proposed improvements include approximately 1,300 feet of 16-inch diameter recycled water pipeline and appurtenances, removal of the existing above ground recycled water pipeline, and reconstruction of the existing road over the pipe trench.

The Portola Springs Recycled Water Pipeline Project was not included in the FY 2013-14 Capital Budget, so staff is recommending that this project (Project 30433) be added to the Capital Budget for an amount of \$284,500. After this project is added to the Capital Budget, staff will proceed with the design of the pipeline through a contract with MBF Consulting, Inc., under the authority of the General Manager. An Expenditure Authorization, attached as Exhibit “B”, in the amount of \$39,700 will also be executed at that time.

FISCAL IMPACTS:

The Portola Springs Recycled Water Pipeline Project is not included in the FY 2013-14 Capital Budget. Staff requests the addition of this project, Project 30433 (4951), to the FY 2013-14 Capital Budget as shown in the following table.

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
30433 (4951)	\$-0-	\$284,500	\$284,500	\$-0-	\$-0-	\$-0-

ENVIRONMENTAL COMPLIANCE:

This project is exempt from the California Environmental Quality Act (CEQA) and in conformance with California Code of Regulation, Title 14, Chapter 3, Section 15282 in that the installation of new pipeline or maintenance, repair restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on November 19, 2013.

RECOMMENDATION:

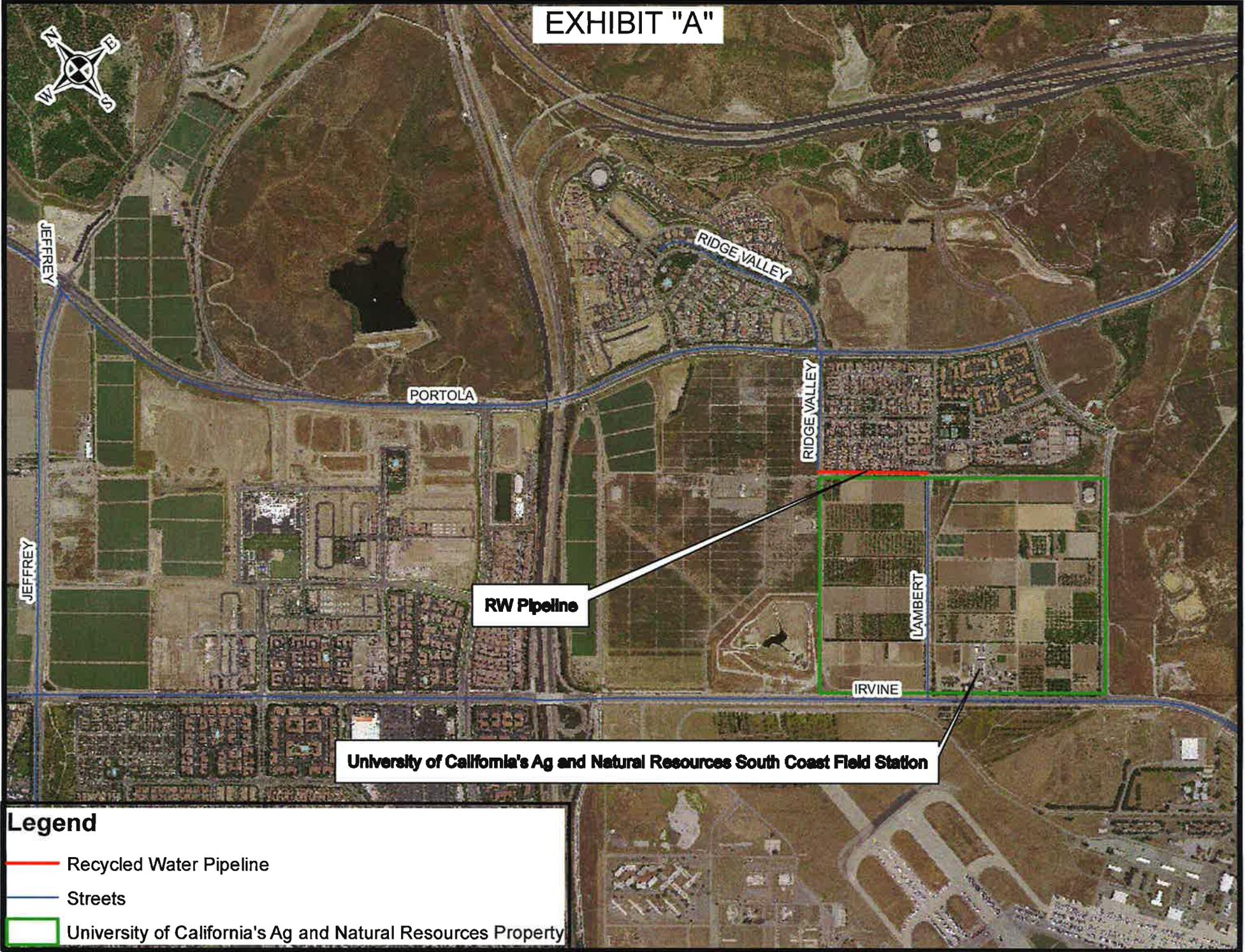
THAT THE BOARD AUTHORIZE THE ADDITION OF PROJECT 30433 (4951) TO THE FY 2013-14 CAPITAL BUDGET IN THE AMOUNT OF \$284,500 FOR THE PORTOLA SPRINGS RECYCLED WATER PIPELINE, PROJECT 30433 (4951).

LIST OF EXHIBITS:

Exhibit "A" – Location Map

Exhibit "B" – Expenditure Authorization

EXHIBIT "A"



Legend

-  Recycled Water Pipeline
-  Streets
-  University of California's Ag and Natural Resources Property

EXHIBIT "B"

IRVINE RANCH WATER DISTRICT Expenditure Authorization

Project Name: PORTOLA SPRINGS RECYCLED WATER PIPELINE
EPMS Project No: 30433 **EA No:** 1
Oracle Project No: 4951
Project Manager: CORTEZ, MALCOLM
Project Engineer: BONKOWSKI, THOMAS
Request Date: October 24, 2013

ID Split: Miscellaneous

Improvement District (ID) Allocations		
ID No.	Allocation %	Source of Funds
212	50.5	BONDS YET TO BE SOLD**
250	49.5	BONDS YET TO BE SOLD**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$39,700
Total EA Requests:	\$39,700
<hr/>	
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$284,500
Updated Budget:	\$284,500
<hr/>	
Budget Remaining After This EA	\$244,800

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING OUTSIDE	0	0	0	0	0	0	11/13	6/14
ENGINEERING DESIGN - IRWD	5,000	0	5,000	5,000	0	5,000	11/13	6/14
ENGINEERING DESIGN - OUTSIDE	28,000	0	28,000	28,000	0	28,000	11/13	6/14
DESIGN STAFF FIELD SUPPORT	2,500	0	2,500	2,500	0	2,500	11/13	6/14
ENGINEERING - CA&I IRWD	0	0	0	10,000	0	10,000	11/13	6/14
ENGINEERING - CA&I OUTSIDE	0	0	0	10,000	0	10,000	11/13	6/14
CONSTRUCTION FIELD SUPPORT	0	0	0	2,500	0	2,500	11/13	6/14
CONSTRUCTION	0	0	0	200,000	0	200,000	11/13	6/14
LEGAL	500	0	500	500	0	500	11/13	6/14
Contingency - 10.00% Subtotal	\$3,700	\$0	\$3,700	\$26,000	\$0	\$26,000		
Subtotal (Direct Costs)	\$39,700	\$0	\$39,700	\$284,500	\$0	\$284,500		
Estimated G/A - 170.00% of direct labor*	\$12,800	\$0	\$12,800	\$34,100	\$0	\$34,100		
Total	\$52,500	\$0	\$52,500	\$318,600	\$0	\$318,600		
Direct Labor	\$7,500	\$0	\$7,500	\$20,000	\$0	\$20,000		

*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 \$325,000. 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.

AS
November 25, 2013 K/L
Prepared by: K. Lew/M. Cortez
Submitted by: K. Burton KLB
Approved by: Paul Cook [Signature]

CONSENT CALENDAR

TUSTIN LEGACY WARNER AVENUE CAPITAL IMPROVEMENTS

SUMMARY:

The Irvine Community Development Company (ICDC) is starting construction of Warner Avenue Improvements from Legacy Road to Tustin Ranch Road in the Tustin Legacy development. As part of the project, ICDC will construct IRWD capital facilities under an existing Supplemental Reimbursement Agreement. The Warner Avenue capital facilities include approximately 600 lineal feet of 12-inch diameter domestic water and 1,800 lineal feet of 6-inch recycled water pipelines. Staff recommends that the Board:

- Authorize the addition of Projects 11716 and 31716 in the amounts of \$196,900 and \$207,900, respectively, to the FY 2013-14 Capital Budget; and
- Approve Expenditure Authorizations for Projects 11716 and 31716 in the amounts of \$196,900 and 207,900, respectively.

BACKGROUND:

IRWD and ICDC have had a Reimbursement Agreement (RA) for construction of IRWD capital facilities in place since May 1997. Under this RA, a Supplemental Reimbursement Agreement serves to define the improvements to be designed and constructed within a specific Planning Area as well as the estimated reimbursable costs.

ICDC is starting construction of Warner Avenue Improvements from Legacy Road to Tustin Ranch Road. A Site Map is provided as Exhibit "A". The Warner Avenue capital facilities consist of approximately 600 lineal feet of 12-inch diameter domestic water and 1,800 lineal feet of 6-inch recycled water pipeline. The required IRWD domestic water and recycled water capital facilities are documented in the Tustin Legacy Sub-Area Master Plan Update, as prepared by RBF Consulting, Inc. (RBF) in June 2013 and shown in the capital system maps, which are attached as Exhibit "B". The design of the Warner Avenue capital facilities was performed under a City of Tustin (City) contract through the terms of an existing Reimbursement Agreement between IRWD and the City. The construction of the Warner Avenue capital facilities will be performed under an ICDC contract through the terms of an existing Supplemental Reimbursement Agreement between IRWD and ICDC.

The City retained RBF to prepare the Warner Avenue improvement plans and ICDC received bids from four contractors on July 16, 2013 for the project. KEC Engineering (KEC) was the lowest bidder for the overall project. KEC's bid for the IRWD portion of the work was the second lowest in the amount of \$219,755 as shown in Exhibit "C". Bids for IRWD portion of the work ranged from \$206,826 to \$357,930, and the engineer's estimate was \$235,380. Staff has reviewed the construction bids and concurs with awarding the contract to KEC. In addition,

ICDC has received consultant proposals for geotechnical soils testing, surveying, and engineering services during construction. Staff has reviewed the consultant proposals and found the amounts to be acceptable. A summary of the Warner Avenue Improvement cost is shown below:

Design Engineering (RBF)	\$ 20,000.00 (estimated)
Construction (KEC)	\$219,755.00
Construction Soils Testing (NMG and GeoPentech)	\$ 5,833.00
Construction Surveying (Fusco)	\$ 4,890.00
Construction Engineering (RBF)	\$ 4,727.00
ICDC Administration Fee (1%)	\$ <u>2,197.55</u>
	\$257,402.55

FISCAL IMPACTS:

Funding for IRWD’s capital facilities will require the addition of Projects 11716 (4510) and 31716 (4511) to the FY 2013-14 Capital Budget and approval of Expenditure Authorizations in the amounts shown in the table below and in Exhibit “D”.

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
11716	\$-0-	\$196,900	\$196,900	\$-0-	\$196,900	\$196,900
31716	\$-0-	\$207,900	\$207,900	\$-0-	\$207,900	\$207,900
Total	\$-0-	\$404,800	\$404,800	\$-0-	\$404,800	\$404,800

The above funding provides for the reimbursement costs to the City for design, ICDC for the construction and consultant support services, and staff time.

ENVIRONMENTAL COMPLIANCE:

This project is subject to CEQA and is in conformance with the California Code of Regulations Title 14, Chapter 3, Article 7. A Joint Environmental Impact Statement/Environmental Impact Report was certified by the City of Tustin and the Department of the Navy on January 3, 2000 (SCH 1982040906).

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on November 19, 2013.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE ADDITION OF PROJECTS 11716 (4510) AND 31716 (4511) FOR \$196,900 AND \$207,900, RESPECTIVELY, TO THE FY 2013-14 CAPITAL BUDGET; AND APPROVE EXPENDITURE AUTHORIZATIONS FOR PROJECTS 11716 (4510) AND 31716 (4511) FOR \$196,900 AND \$207,900, RESPECTIVELY, FOR THE TUSTIN LEGACY WARNER AVENUE IMPROVEMENTS FROM LEGACY ROAD TO TUSTIN RANCH ROAD, PROJECTS 11716 (4510) AND 31716 (4511).

LIST OF EXHIBITS:

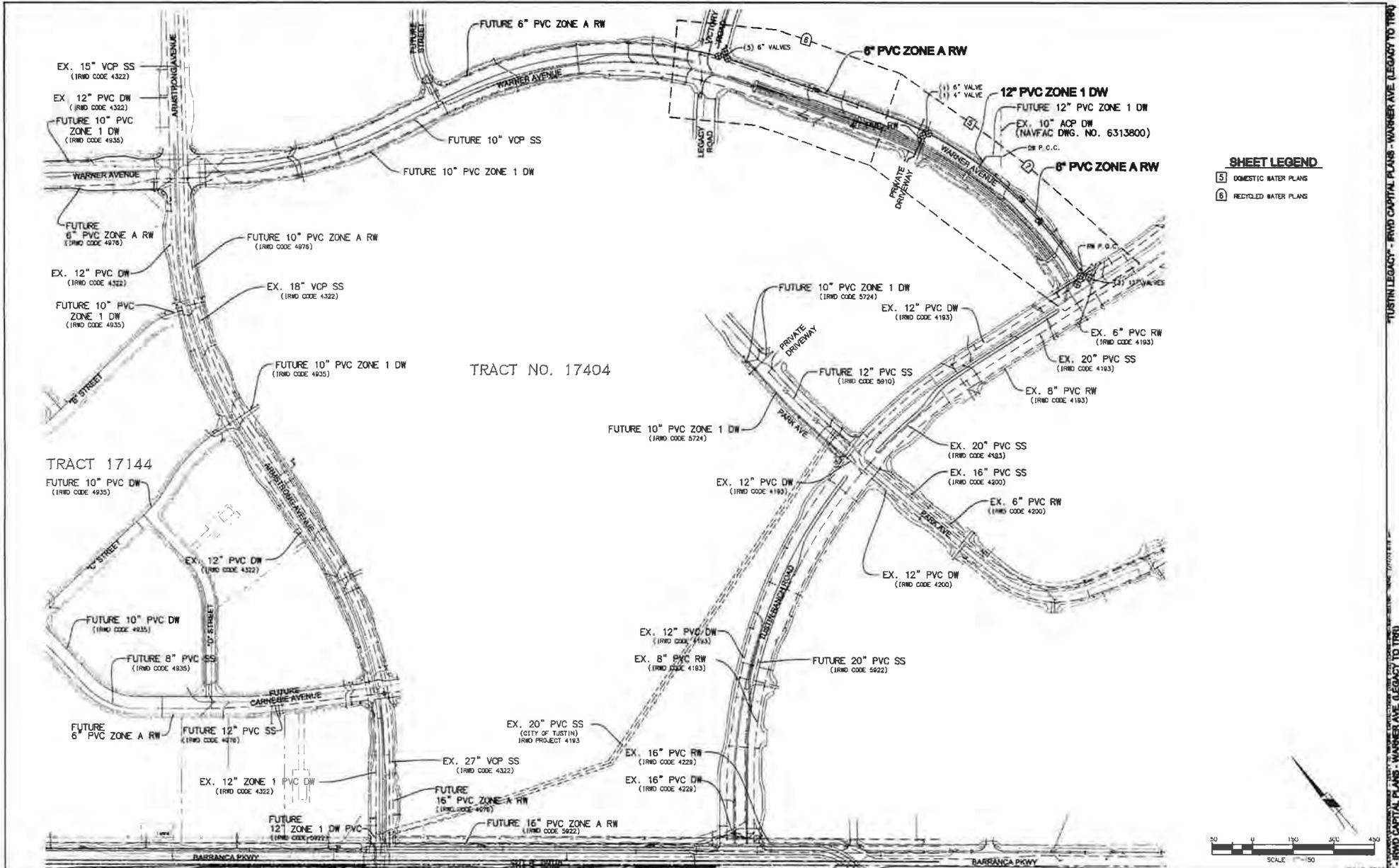
Exhibit "A" – Location Map

Exhibit "B" – Capital System Maps

Exhibit "C" – Bid Summary for Construction of IRWD Capital Facilities

Exhibit "D" – Expenditure Authorizations

EXHIBIT "A"



SHEET LEGEND

- 5 DOMESTIC WATER PLANS
- 6 RECYCLED WATER PLANS

No.	DATE	REVISIONS	APPROVED

DESIGNED: HG/XP/DH
 DRAWN: MJ
 CHECKED: FE



PROJECT NUMBER: 7/1/13
 PROJECT MANAGER: 7/1/13
 DATE: 7/24/13



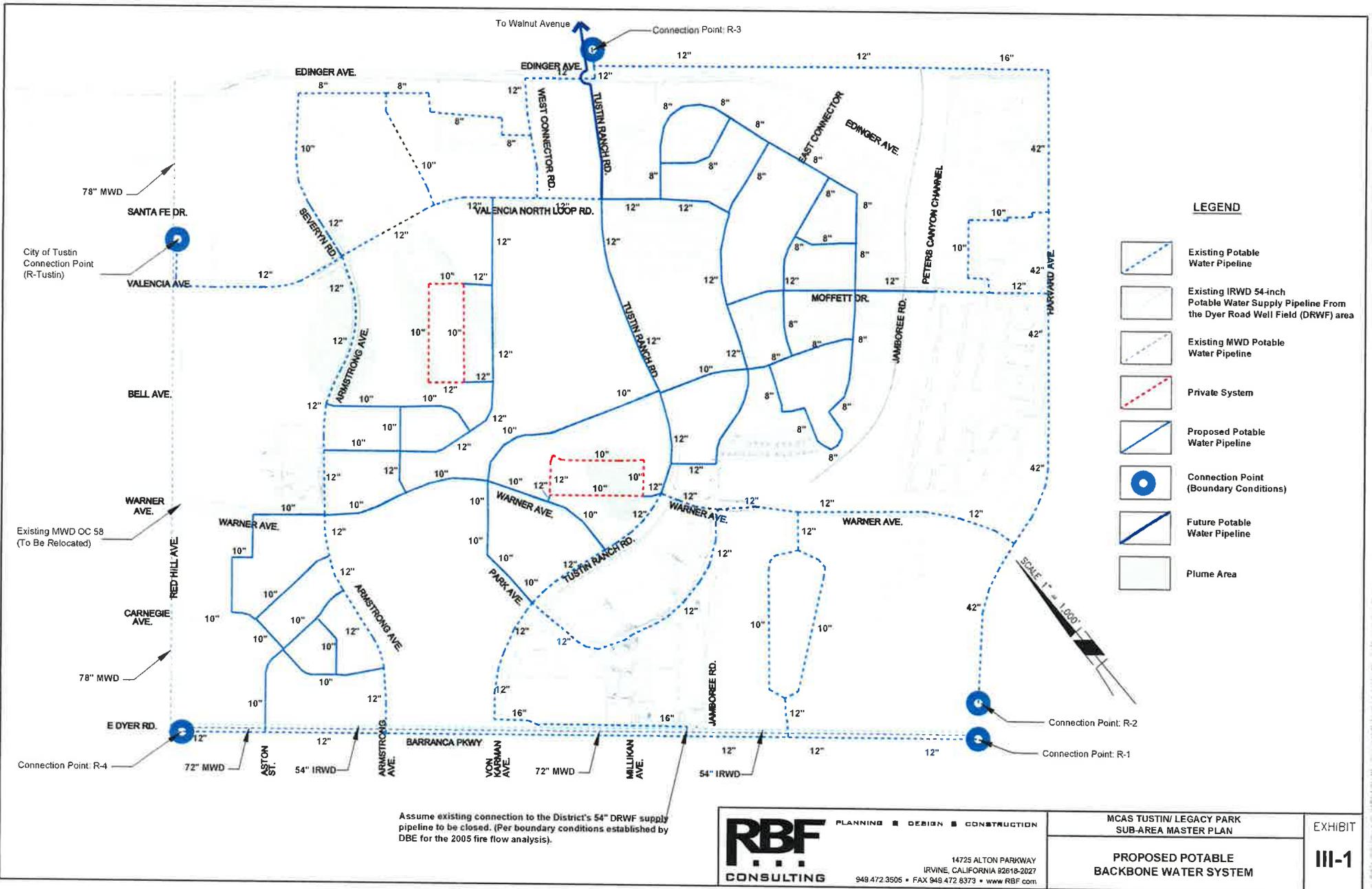
IRVINE RANCH WATER DISTRICT
 DOMESTIC WATER AND
 RECYCLED WATER IMPROVEMENTS
 CAPITAL PROJECT Nos. 11716(4510) & 31716(4511)
 NON-CAPITAL PROJECT Nos. 2114

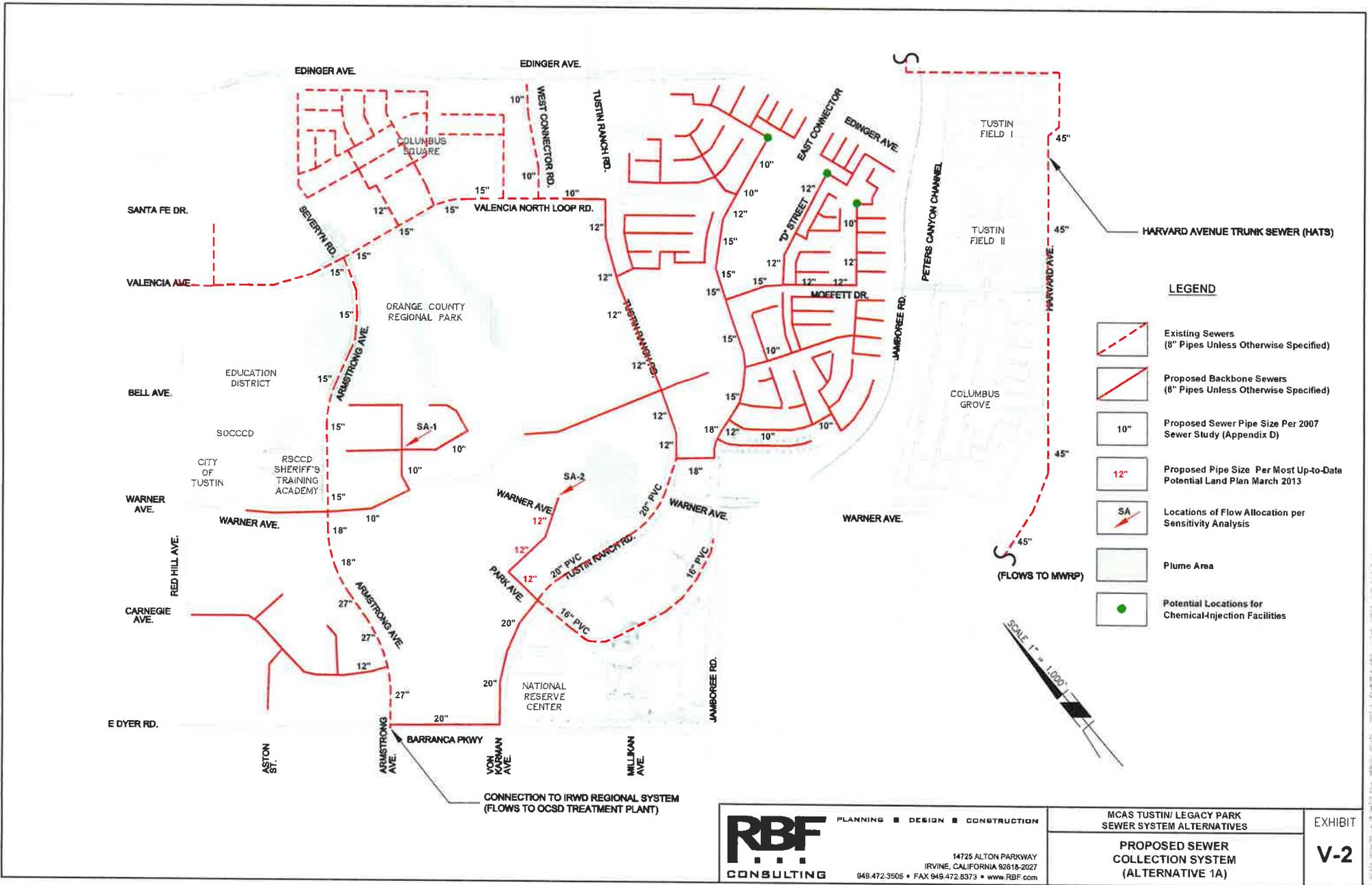
INDEX MAP

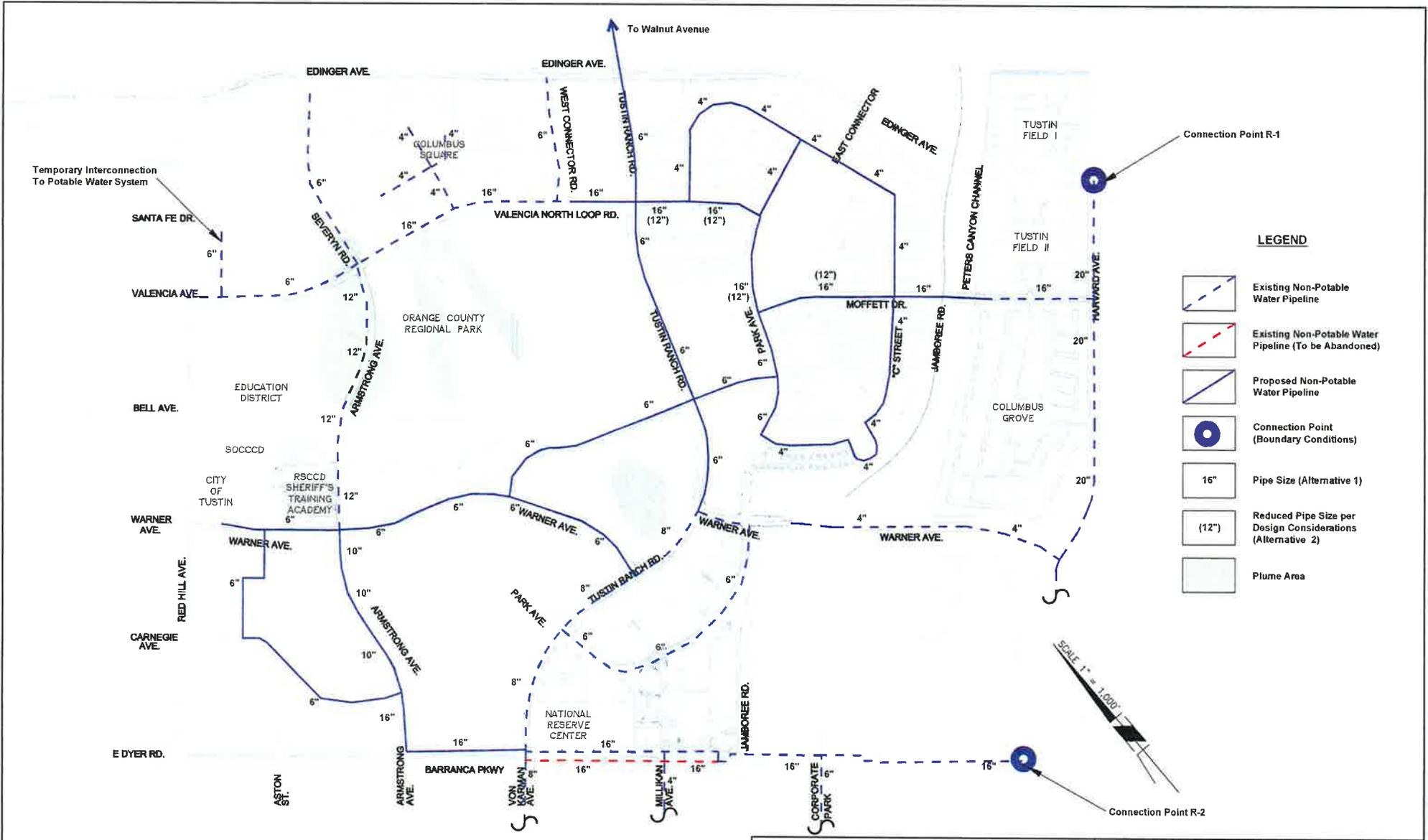
SHEET 3 OF 7

TUSTIN LEGACY - IRWD CAPITAL PLANS - WARNER AVE (LEGACY TO TRW)

EXHIBIT "B"







- LEGEND**
-  Existing Non-Potable Water Pipeline
 -  Existing Non-Potable Water Pipeline (To be Abandoned)
 -  Proposed Non-Potable Water Pipeline
 -  Connection Point (Boundary Conditions)
 -  16" Pipe Size (Alternative 1)
 -  (12") Reduced Pipe Size per Design Considerations (Alternative 2)
 -  Plume Area

 <p>PLANNING ■ DESIGN ■ CONSTRUCTION</p> <p>14725 ALTON PARKWAY IRVINE, CALIFORNIA 92618-2027 949.472.3505 • FAX 949.472.8373 • www.RBF.com</p>	<p>MCAS TUSTIN/ LEGACY PARK SUB-AREA MASTER PLAN</p>	<p>EXHIBIT</p>
	<p>PROPOSED NON-POTABLE WATER SYSTEM</p>	<p>IV-1</p>

IRVINE RANCH WATER DISTRICT

Expenditure Authorization

Project Name: WARNER - LEGACY TO TUSTIN RANCH - DW ZONE 1
EPMS Project No: 11716 **EA No:** 1
Oracle Project No: 4510
Project Manager: CORTEZ, MALCOLM
Project Engineer: LEW, KELLY
Request Date: November 7, 2013

ID Split: Miscellaneous

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
113	100.0	BONDS YET TO BE SOLD**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$196,900
Total EA Requests:	\$196,900
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$196,900
Updated Budget:	\$196,900
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	10,000	0	10,000	10,000	0	10,000	5/13	10/13
ENGINEERING DESIGN - OUTSIDE	12,000	0	12,000	12,000	0	12,000	5/13	10/13
DESIGN STAFF FIELD SUPPORT	5,000	0	5,000	5,000	0	5,000	5/13	10/13
ENGINEERING - CA&I IRWD	10,000	0	10,000	10,000	0	10,000	11/13	7/14
ENGINEERING - CA&I OUTSIDE	15,000	0	15,000	15,000	0	15,000	11/13	7/14
CONSTRUCTION FIELD SUPPORT	5,000	0	5,000	5,000	0	5,000	11/13	7/14
CONSTRUCTION	120,000	0	120,000	120,000	0	120,000	11/13	7/14
LEGAL	2,000	0	2,000	2,000	0	2,000	5/13	7/14
Contingency - 10.00% Subtotal	\$17,900	\$0	\$17,900	\$17,900	\$0	\$17,900		
Subtotal (Direct Costs)	\$196,900	\$0	\$196,900	\$196,900	\$0	\$196,900		
Estimated G/A - 180.00% of direct labor*	\$54,000	\$0	\$54,000	\$54,000	\$0	\$54,000		
Total	\$250,900	\$0	\$250,900	\$250,900	\$0	\$250,900		
Direct Labor	\$30,000	\$0	\$30,000	\$30,000	\$0	\$30,000		

*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:

Kelly Lew _____ 11/7/13

Department Director:

Kevin L. Burton _____ 11/8/13

Finance:

[Signature] _____ 11/13/13

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 \$250,000. This project is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. The project is made under Treasury Regulation Section 1.150-2(b)(2)(ii) if official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-

IRVINE RANCH WATER DISTRICT

Expenditure Authorization

Project Name: WARNER - LEGACY TO TUSTIN RANCH - RW ZONE A
EPMS Project No: 31716 **EA No:** 1
Oracle Project No: 4511
Project Manager: CORTEZ, MALCOLM
Project Engineer: LEW, KELLY
Request Date: November 7, 2013

ID Split: Miscellaneous

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
213	100.0	BONDS YET TO BE SOLD**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$207,900
Total EA Requests:	\$207,900
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$207,900
Updated Budget:	\$207,900
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	10,000	0	10,000	10,000	0	10,000	5/13	10/13
ENGINEERING DESIGN - OUTSIDE	12,000	0	12,000	12,000	0	12,000	5/13	10/13
DESIGN STAFF FIELD SUPPORT	5,000	0	5,000	5,000	0	5,000	5/13	10/13
ENGINEERING - CA&I IRWD	10,000	0	10,000	10,000	0	10,000	11/13	7/14
ENGINEERING - CA&I OUTSIDE	15,000	0	15,000	15,000	0	15,000	11/13	7/14
CONSTRUCTION FIELD SUPPORT	5,000	0	5,000	5,000	0	5,000	11/13	7/14
CONSTRUCTION	130,000	0	130,000	130,000	0	130,000	11/13	7/14
LEGAL	2,000	0	2,000	2,000	0	2,000	5/13	7/14
Contingency - 10.00% Subtotal	\$18,900	\$0	\$18,900	\$18,900	\$0	\$18,900		
Subtotal (Direct Costs)	\$207,900	\$0	\$207,900	\$207,900	\$0	\$207,900		
Estimated G/A - 170.00% of direct labor*	\$51,000	\$0	\$51,000	\$51,000	\$0	\$51,000		
Total	\$258,900	\$0	\$258,900	\$258,900	\$0	\$258,900		
Direct Labor	\$30,000	\$0	\$30,000	\$30,000	\$0	\$30,000		

*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:

Kelly Lew 11/7/13

Department Director:

Kevin L. Burt 11/8/13

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 \$265,000. The above captioned project is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. It is the official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

November 25, 2013

Prepared by: C. Compton

Submitted by: G. Heiertz

Approved by: Paul Cook 

ACTION CALENDAR

CONSIDERATION OF ISDOC'S PROPOSED AMENDED BYLAWS

SUMMARY:

The Independent Special Districts of Orange County (ISDOC) Executive Committee has submitted a third version of proposed amendments to the ISDOC bylaws for consideration and approval by the organization's membership. Member ballots on the amended bylaws are due no later than 5:00 p.m. on Monday, December 9, 2013. Staff recommends that IRWD cast its vote in favor of approving the amended ISDOC bylaws, and submit its ballot by the deadline.

BACKGROUND:

ISDOC is the affiliated Orange County chapter of the California Special Districts Association. Its purpose is to advocate and represent the interests of Orange County's special districts. The organization is currently governed by a Board of Directors and an Executive Committee. The Board of Directors is comprised of an appointed representative from each ISDOC regular member special district. The seven-member Executive Committee is comprised of the ISDOC President, three Vice Presidents, Secretary, Treasurer, and Immediate Past President.

May Proposed Bylaw Amendments:

As with all non-profits, ISDOC is governed by its bylaws. The ISDOC bylaws were last amended and ratified by the membership in January 2002. Last May, the ISDOC Executive Committee issued proposed amendments to the bylaws for consideration and discussion by the membership. Members were encouraged to review and discuss the proposed amendments, and offer input or ask clarifying questions about the proposed changes. The IRWD Board of Directors reviewed those proposed amendments at its June 10, 2013 meeting and authorized the District to sign a joint letter from the South Orange County special districts expressing concerns and commenting on the May proposed bylaw amendments.

In response to the South Orange County special districts' comment letter, ISDOC clarified that the proposed bylaw amendments are not intended to replace the 2011 approved Bylaws of the Orange County Special District Selection Committee, and stated that it was reviewing the types of decisions that would require a vote of ISDOC members. The ISDOC Executive Committee also included a statement in the next iteration of the proposed amended bylaws clarifying this point. The clarifying language included in the proposed bylaws reads:

“The purpose of the Organization shall not include any duties or responsibilities held by the Orange County Special Districts Selection Committee, which is a separate and unrelated entity from the Organization. Furthermore, these Bylaws shall have no effect on, and are independent and distinct from, the Bylaws of the Orange County Special District Selection Committee.”

August Proposed Bylaw Amendments:

After receiving comments which proposed some substantive changes to the May draft, the ISDOC Executive Committee revisited the bylaw amendments it had proposed. On August 9, 2013 IRWD received a second letter from ISDOC proposing additional changes to the ISDOC bylaws beyond those proposed in the May draft. Members were encouraged to again review and discuss the proposed amendments, and offer input or ask clarifying questions about the proposed changes. The IRWD Board of Directors reviewed those proposed amendments at its September 9, 2013 meeting and authorized the District to send a letter expressing concerns and commenting on the August proposed bylaw amendments. IRWD sent a letter to ISDOC on September 20 expressing concerns and proposing suggestions regarding the provisions concerning the definition of a regular member, annual dues, terms of office, quorum and bylaw amendments. Many of the concerns and suggestions expressed in the letter were addressed or incorporated into the current version of the proposed amended bylaws. A copy of the IRWD comment letter sent in response to the August proposed amendments is attached as Exhibit "A".

November Proposed Bylaw Amendments:

After reviewing comments on the August draft, the ISDOC Executive Committee again revisited the bylaw amendments it had proposed. On November 8, 2013, IRWD received a third letter from ISDOC proposing additional changes to the ISDOC bylaws beyond those proposed in the August draft, and notifying members that ISDOC is now conducting a vote of the membership on the proposed amended ISDOC bylaws included with the letter. A copy of the November 8 letter and the newly proposed ISDOC bylaw amendments, which are to be voted on, is attached as Exhibit "B".

The ISDOC Executive Committee's stated reason for the proposed bylaw amendments is as follows:

"Over the past year, the Independent Special Districts of Orange County (ISDOC) Executive Committee has been working to update the ISDOC Bylaws to bring them into compliance with recent changes in state law, advancements in communication technology, and other governance-related matters, as well as address recurring questions regarding election and voting procedures. Months of Executive Committee discussions and multiple rounds of review and comment by the ISDOC member Districts culminated in an affirmative vote of the Executive Committee on November 5th to approve the additional Bylaw amendments and distribute the amended Bylaws to the membership for vote."

At this time, ISDOC is conducting a vote of the regular special district members on the proposed amended ISDOC bylaws. The November 8, 2013, letter sent out by ISDOC serves as the official notice of the election. Each regular members may submit its voted ballot by 5:00 p.m. on Monday, December 9.

A redline version of the proposed amended bylaws is attached as Exhibit "C" in order to highlight the changes being made from the current bylaws and from previous drafts of the proposed amended bylaw. Overall the current version of the proposed amended bylaws addresses many of the concerns raised by IRWD, and staff recommends that the Board cast IRWD's vote in favor of approving the amended ISDOC bylaws.

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Due to the timing of the approval process, this item was not reviewed by a committee.

RECOMMENDATION:

THAT THE BOARD CAST IRWD'S VOTE IN FAVOR OF APPROVING THE AMENDED ISDOC BYLAWS, AND DIRECT STAFF TO SUBMIT IRWD'S BALLOT BY THE DECEMBER 9 DEADLINE.

LIST OF EXHIBITS:

- Exhibit "A" – IRWD Comment Letter to ISDOC, dated September 20, 2013
- Exhibit "B" – ISDOC's Proposed Amended Bylaws, version dated November 8, 2013,
- Exhibit "C" – ISDOC's Proposed Amended Bylaws, version dated November 8, 2013, (Redline)

EXHIBIT "A"



IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Avenue • P.O. Box 57000 • Irvine, California 92619 7000 • (949) 453-6300 • www.irwd.com

September 20, 2013

The Honorable Richard Freschi
c/o Jessica Ouwerkerk
Independent Special Districts of Orange County
P.O. Box 20895
Fountain Valley, CA 92728

Dear President Freschi:

On behalf of the Irvine Ranch Water District (IRWD), thank you for seeking the District's input on the August 6, 2013, version of the proposed Independent Special Districts of Orange County (ISDOC) bylaw amendments. Given the importance of the bylaws to the efficient and effective operation of ISDOC, IRWD has reviewed the proposed amendments, and respectfully submits its comments and suggested changes for the Executive Committee's consideration.

Definition of "Regular Member"

Article II, Section I (A) defines "Regular Member" by referencing and quoting California Government Code Section 56044. After the ISDOC Executive Committee took action on the subsequent proposed amendments, AB 1427 was chaptered into law and will take effect on January 1, 2014. AB 1427 amends Section 56044 of the Government Code. IRWD recommends that the newly adopted text of Section 56044 be included in the bylaws.

Recommended Change to the Proposed ISDOC Bylaw Amendments: IRWD respectfully requests that the Executive Committee consider adding the following italicized language to Article II, Section I (A):

" 'Independent district' or 'independent special district' includes any special district having a legislative body all of whose members are elected by registered voters or landowners within the district, or whose members are appointed to fixed terms, and excludes any special district having a legislative body consisting, in whole or in part, of ex officio members who are officers of a county or another local agency or who are appointees of those officers other than those who are appointed to fixed terms. 'Independent special district' does not include any district excluded from the definition of district contained in Sections 56036 and 56036.6."

Annual Dues

Article II, Section III discusses annual dues and how the dues shall be set each year. The August version of the proposed amendments requires that adequate notice be given to members of a change in dues; however, the proposed amendment does not require that notice be given before the dues are changed in order to allow time for members to comment on the proposed change. In order to ensure that ISDOC members receive adequate notice, the Executive Committee recently adopted two procedural changes. As of September 1, 2013, two months' notice is to be given for any future votes on dues increases, and the

Executive Committee meeting agendas and minutes will now be emailed to the General Managers of all ISDOC members. While these changes would give special districts notice and the opportunity to comment on proposed dues increases, the Executive Committee has the ability to change these procedures. The bylaws should guarantee members the right to notice before any annual dues increase is considered by the Executive Committee and the right to comment on any proposed change.

Recommended Change to the Proposed ISDOC Bylaw Amendments: If the proposed bylaws are to continue providing the Executive Committee the sole power over setting the annual dues, IRWD respectfully requests that the Executive Committee consider adding the procedural changes recently adopted by the Executive Committee into the bylaws.

Board of Directors Term of Office

Article III, Section I speaks to the number and term of office for members of the ISDOC Board of Directors. The proposed amendments provide that the ISDOC Board of Directors shall be comprised of the presiding officer of each Regular Member's governing board. The proposed bylaw amendment also provides that a member of the Board of Directors shall serve until replaced by another governing board member, and that a vacancy shall be filled by the presiding officer of the district from which the vacancy occurred. IRWD recommends a clarification to this provision to make the language more clear with regards to the term of a board member's service.

Recommended Change to the Proposed ISDOC Bylaw Amendments: IRWD respectfully requests that the Executive Committee consider adding the following italicize language to Article III, Section I:

“The members of the Board of Directors shall serve until replaced by another governing board member *as the presiding officer* of his/her Independent District. Any vacancy on the Board of Directors shall be filled by the new presiding officer of the District from which the vacancy occurred.”

Quorum

Article IV, Section III (A) outlines the quorum requirements for ISDOC Regular and Special meetings. While the provision, as currently drafted, defines when a quorum is established it does not require that a quorum be established before any action is taken. IRWD recommends that language be added to this section to make it clear that a quorum must be established before the ISDOC Board of Directors can take action.

IRWD also respectfully requests that the quorum threshold be moved to fifty percent. Currently the twenty-five percent quorum threshold means that 12.5 percent plus one of the members can take action on a matter. Moving the quorum threshold to fifty percent would engage a majority of the membership and require the concurrence of twenty-five percent plus one member before action could be taken. The fifty percent threshold is a standard quorum threshold because it ensures that no action is taken unless a majority of the members are present. IRWD recommends that the fifty percent threshold be adopted in the bylaws.

Recommended Change to the Proposed ISDOC Bylaw Amendments: IRWD respectfully requests that the Executive Committee consider adding the following italicize language to Article IV, Section III (A):

“No action shall be taken unless a quorum has first been established. A quorum shall be established when the designated representatives of ~~twenty-five (25%)~~ fifty (50%) percent of the Regular Members are present at a duly noticed Regular or Special Meeting of the Organization, or if a vote has been authorized by written ballot a quorum shall be established only when the designated representatives of fifty (50%) percent of the Regular Members have submitted a ballot in the manner and by the deadline authorized by the Executive Committee.”

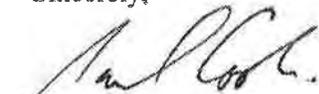
Bylaw Amendments

Article V defines the vote requirements for any bylaw amendments as the majority of the Board of Directors present at a duly noticed membership meeting. In most organizations, the bylaws can only be amended if a majority of the members approve the amendment. The majority threshold is traditionally included because bylaw amendments affect the core operating rules of an organization. Changes on such important matters should be approved by a majority of an organization’s membership. For this reason, IRWD suggests that the traditional majority threshold be included in the bylaw amendments.

Recommended Change to the Proposed ISDOC Bylaw Amendments: IRWD respectfully requests that the Executive Committee consider an amendment that requires approval by a majority of the Board of Directors for all future bylaw amendments instead of approval by a majority of those present at a meeting.

Thank you again for the opportunity to comment of the proposed bylaw amendments, and for considering our suggestions for inclusion in the ISDOC bylaws. IRWD appreciates the effort you and the Executive Committee have put forth in updating the bylaws. Please do not hesitate to contact me at (949) 453-5590 if you have any questions about IRWD’s suggestions, or if IRWD can be of assistance to you or your staff.

Sincerely,



Paul Cook
General Manager

EXHIBIT "B"



November 8, 2013

Mailing Address

P.O. Box 20895
Fountain Valley, CA 92728

Meeting Location

MWDOC/OCWD
18700 Ward Street
Fountain Valley, CA 92708

(714) 963-3058
(714) 964-5930 fax

www.mwdoc.com/isdoc

Executive Committee

President

Hon. Rich Freschi
Serrano Water District

1st Vice President

Hon. Bob Moore
South Coast Water District

2nd Vice President

Hon. Mike Scheafer
Costa Mesa Sanitary District

3rd Vice President

Hon. Sandra Jacobs
Santa Margarita Water District

Secretary

Hon. Leslie Keane
Orange County Cemetery District

Treasurer

Hon. Joan C. Finnegan
*Municipal Water District of
Orange County*

Staff Administration

Jessica H. Ouwerkerk
*Municipal Water District of Orange
County*

Robert Ennis
Orange County Water District

Name
District
Street Address
City, State, Zip Code

RE: Vote of the Member Districts on the Amended ISDOC Bylaws

Dear member districts,

Over the past year, the Independent Special Districts of Orange County (ISDOC) Executive Committee has been working to update the ISDOC Bylaws to bring them into compliance with recent changes in state law, advancements in communication technology, and other governance-related matters, as well as address recurring questions regarding election and voting procedures. Months of Executive Committee discussions and multiple rounds of review and comment by the ISDOC member Districts culminated in an affirmative vote of the Executive Committee on November 5th to approve the additional Bylaw amendments and distribute the amended Bylaws to the membership for vote.

At this time, ISDOC is conducting a vote of the regular special district members on the amended ISDOC Bylaws. (Please note: the Bylaws of the Special Districts Selection Committee are separate and are not being amended or voted upon.) This letter serves as the official notice of the election.

Regular members may submit their vote via mail or email to Jessica Ouwerkerk per the instructions on the enclosed Ballot. (There will be no in-person voting, as the next Quarterly Lunch Meeting will not take place until January 30, 2014.) Completed ballots must be received by **5:00 p.m. on Monday, December 9th** in order to be counted.

If you have any questions or wish to discuss anything further, please contact me or Jessica Ouwerkerk (MWDOC) at (714) 593-5029 or jouwerkerk@mwdoc.com.

Sincerely,

Rich Freschi
President
Independent Special Districts of Orange County

Enclosed: 1) Ballot for Approval of the Amended ISDOC Bylaws
2) Revised Bylaws Proposed for Amendment on Dec. 10, 2013

INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY

APPROVAL OF THE AMENDED ISDOC BYLAWS

The Question:

Does your special district, as a regular member in good standing, approve or disapprove the amended ISDOC Bylaws?

Cast your Vote:

Please cast your vote by placing an "X" on the line next to "Yes" or "No" below.

_____ YES, I approve the amended ISDOC Bylaws

_____ NO, I do not approve the amended ISDOC Bylaws

DISTRICT NAME

SIGNATURE OF VOTING REPRESENTATIVE

Voting Instructions:

Each Regular Member district in good standing shall be entitled to one vote. (Associate Members do not have the right to vote.)

Completed ballots must be received by ISDOC no later than **5:00 p.m. on Monday, December 9, 2013** in order to be counted. Ballots are to be submitted to the attention of Jessica Ouwerkerk (MWDOC) through one of the following methods:

- Email – isdoc@mwdoc.com (email confirming receipt of your ballot will be sent)
- U.S. Mail – Jessica Ouwerkerk, MWDOC, P.O. Box 20895, Fountain Valley, CA 92728

**INDEPENDENT SPECIAL DISTRICTS OF
ORANGE COUNTY**

AMENDED AND RESTATED BYLAWS

Adopted January 31, 2002

**Proposed for Amendment on
December 10, 2013**

**INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY
BYLAWS**

ARTICLE I

GENERAL

SECTION I. NAME

The name of the organization shall be **INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY**, herein referred to as **the Organization**.

SECTION II. PURPOSE

The purpose of the Organization is to advance the interests of Orange County special districts through its advocacy of sound public policy, its facilitation of educational opportunities to enhance special district governance and the services provided, and its collaboration with others to elevate awareness of the role special districts play as the form of government closest and most directly accountable to the people. The purpose of the Organization shall not include any duties or responsibilities held by the Orange County Special Districts Selection Committee, which is a separate and unrelated entity from the Organization. Furthermore, these Bylaws shall have no effect on, and are independent and distinct from, the Bylaws of the Orange County Special District Selection Committee.

SECTION III. ADMINISTRATIVE OFFICE

The administrative office for the transaction of the business of the Organization is located at the Municipal Water District of Orange County. The Board of Directors is granted full power and authority to change the administrative office from one location to any place within the County of Orange, State of California, and such change shall not be considered an amendment of these bylaws.

ARTICLE II

MEMBERSHIP

SECTION I. QUALIFICATION FOR MEMBERSHIP

There shall be two categories of membership in the Organization:

A. REGULAR MEMBERS: Shall be INDEPENDENT SPECIAL DISTRICTS that are public agencies within the County of Orange, State of California, for the local performance of governmental proprietary functions within limited boundaries, governed by a publicly elected Board of Directors or those officials appointed, in whole or in part, by another governmental body. Independent Special Districts do not include the State, the county, cities, or school districts.

Independent Special Districts shall be further defined in accordance with California Government Code Section 56044: *"Independent district" or "independent special district" includes any special district having a legislative body all of whose members are elected by registered voters or landowners within the district, or whose members are appointed to fixed terms, and excludes any special district having a legislative body consisting, in whole or in part, of ex officio members who are officers of a county or another local agency or who are appointees of those officers other than those who are appointed to fixed terms. "Independent special district" does not include any district excluded from the definition of district contained in Sections 56036 and 56036.6.*

B. ASSOCIATE MEMBERS: Shall be those persons, organizations, or governmental entities that have evidenced interest in the purposes and goals of the Organization, but are not Independent Special Districts. Officers or members of an Independent Special District are ineligible to be an Associate Member.

C. APPROVAL OF MEMBERSHIP: The Executive Committee shall review and approve all applications for membership, provided that the applicant meets the established membership criteria.

SECTION II. VOTING RIGHTS

Each Regular Member district, in good standing, shall be entitled to one vote on all matters brought before the membership for a vote. The presiding officer of the governing body of each Regular Member district shall be recognized by the Organization as the voting representative for his/her district. Each district shall designate in writing and submit to the Organization's Secretary one alternate governing board member who shall have the right to vote in the absence of the presiding officer.

The Executive Committee may, at its discretion, authorize the voting upon any issue by written ballot which shall be sent via U.S. mail and email to each Regular Member district. Such authorization shall specify the time, date and method by which the completed written ballots must be received by the Organization.

A majority vote of all members present at a meeting or of all written ballots received by the submission deadline shall be necessary to carry any matter voted upon.

Associate Members shall not have the right to vote on any matter before the Organization.

SECTION III. ANNUAL DUES

Annual dues shall be due and payable on or before the first day of January of each year. New members shall pay their annual dues at the time they are approved for membership in the Organization. New member dues for the initial year shall not be prorated.

The dues of the Organization shall be reviewed and set by the Executive Committee for Regular Members and Associate Members. Associate Member dues need not be the same as dues for Regular Members. A minimum of two months' notice of changes in dues will be provided to the membership.

No assessments, other than annual dues, shall be levied on the members of the association without an affirmative majority vote of the membership.

SECTION IV. TERMINATION OF MEMBERSHIP

Any member in arrears in the payment of dues for a period of thirty (30) days after said dues are due and payable shall be notified in writing by the Treasurer of such arrearage, and, if such dues shall continue unpaid for a period of another thirty (30) days, such member shall automatically cease to be a member of the Organization.

Any member that voluntarily terminates membership in the Organization shall not be eligible for a refund of membership dues or other assessment already paid to the Organization.

SECTION V. REINSTATEMENT OF MEMBERSHIP

Regular and Associate memberships that were previously terminated may be reinstated after the Executive Committee receives a written petition for reinstatement and payment of the petitioners annual membership dues and other assessments for the current calendar year have been received by the Organization.

ARTICLE III

BOARD OF DIRECTORS

SECTION I. NUMBER AND TERM OF OFFICE

A. The Board of Directors shall consist of the presiding officer from each Regular Member district, in good standing. If the presiding officer is not present, then that district's alternate representative shall act in his/her stead.

B. The members of the Board of Directors shall serve until replaced by another governing board member as the presiding officer of his/her district. Any vacancy on the Board of Directors shall be filled by the new presiding officer of the District from which the vacancy occurred.

SECTION II. DUTIES OF THE BOARD OF DIRECTORS

A. The Board of Directors shall set policy for the Organization.

B. The Board of Directors shall elect, at its final meeting in even years, a President, a First Vice President, a Second Vice President, a Third Vice President, a Secretary, and a Treasurer.

These officers, along with the Immediate Past President, shall be designated as the Executive Committee, whose duty shall be to assist the Board of Directors in setting policy, and conducting the business of the Organization.

C. The Executive Committee shall be responsible for implementing the policies established by the Board of Directors as approved at a General Membership Meeting or a Special Meeting of the membership.

D. The members of the Executive Committee shall be elected for a two-year term.

SECTION III. OFFICERS AND DUTIES

A. PRESIDENT

The President shall be the chief executive officer of the Organization. The President shall preside at all meetings of the Board of Directors, the Executive Committee and the general membership.

The President shall appoint all committees.

The President shall represent the Organization as its official spokesperson and he/she shall also have the authority to delegate such responsibility, with approval of the Executive Committee.

The President shall be an ex-officio member of all Committees.

B. FIRST VICE PRESIDENT

The First Vice President, in the absence or disability of the President, shall perform all the duties of the President, and when so acting, he/she shall have the powers of and be subject to all the restrictions upon the President.

The First Vice President shall be the Chair of the Program Committee.

C. SECOND VICE PRESIDENT

The Second Vice President, in the absence or disability of the President and First Vice President, shall perform all the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

The Second Vice President shall be Chair of the Membership Committee.

D. THIRD VICE PRESIDENT

The Third Vice President, in the absence or disability of the President, First Vice President, and Second Vice President, shall perform all the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

The Third Vice President shall be Chair of the Legislative Committee.

E. SECRETARY

The Secretary shall maintain a written record of all business conducted at the meetings of the Board of Directors and the Executive Committee.

The Secretary or his/her designee shall be responsible for all correspondence and the dissemination of information to members.

F. TREASURER

The Treasurer shall maintain the complete financial records and, establish and maintain bank accounts in the name of the Organization, and pay all bills duly approved by the Executive Committee in accordance with the yearly budget.

There shall be an annual audit of the books of the Treasurer by a competent accountant or accounting agency, designated by the Executive Committee, with a report to be presented to the membership at the Organization's next membership meeting.

G. IMMEDIATE PAST PRESIDENT

The Immediate Past President shall serve as a voting, ex-officio member of the Executive Committee.

H. All officers of the Organization shall be elected or appointed officials of a Regular Member district.

I. Officials who wish to seek election or appointment as an officer of the Organization shall first secure from his/her district an official endorsement of his/her candidacy in the form of a board resolution.

ARTICLE IV

MEETINGS

SECTION I BOARD OF DIRECTORS

A. The Board of Directors shall meet quarterly or no less than three times per calendar year. The last meeting of the calendar year shall be designated as the ANNUAL MEETING of the Organization.

B. The Organization shall disseminate notices of Board Meetings at least thirty (30) days prior to the Meeting. Said notices shall be disseminated via email to all Regular and Associate Members. The Notice shall give the date, time, location and any action items for the meeting.

C. Special Meetings of the Board of Directors may be called at any time by the President, any ten (10) Members of the Board of Directors or by a majority of the Executive Committee. The Organization shall disseminate notices of the Special Meeting at least five (5) business days prior to the meeting. Said notice shall give the date, time, location, and the subject matter of the Special Meeting. Action may only be taken on matters listed on the Special Meeting notice.

D. All meetings of the Board of Directors shall be held in Orange County.

E. No action shall be taken unless a quorum has first been established. A quorum shall be established when the designated representatives of fifty percent (50%) of the Regular Members are present at a duly noticed Regular or Special Meeting of the Organization, or, if a vote has been authorized by written ballot, a quorum shall be established only when the designated representatives of fifty percent (50%) of the Regular Members have submitted a ballot in the manner and by the deadline authorized by the Executive Committee.

SECTION II. MEETINGS OF THE EXECUTIVE COMMITTEE

A. The Executive Committee shall meet monthly at the Municipal Water District of Orange County, at a time specified by the President and announced in the

meeting notice. The monthly meeting may be cancelled by the President if he/she determines that there is not sufficient business to justify a meeting.

B. A Special Meeting of the Executive Committee may be called by the President or a majority of the Executive Committee, with five (5) business days advance notice given in writing via email by the Organization. Such notice shall state the date, time, location and agenda for the Special Meeting.

C. All meetings of the Executive Committee shall take place in Orange County.

D. A quorum shall be established by 50% of the then-filled Executive Committee.

ARTICLE V

AMENDMENTS

These Bylaws may be amended by a majority of the Board of Directors present at a duly noticed membership meeting or, if a vote has been authorized by written ballot, by the combined majority vote of the designated representatives present and submitting a written ballot. All proposed amendments shall be disseminated via U.S. Mail and email to each Regular Member district no less than thirty (30) days prior to the membership meeting.

ARTICLE VI

ENACTMENT OF AMENDMENTS

These Amended and Restated Bylaws are to take effect immediately upon approval of the Board of Directors.

ARTICLE VII

PARLIAMENTARY AUTHORITY

All matters not covered under these Bylaws shall be governed by Roberts' Rules of Order.

-End-

EXHIBIT "C"

**INDEPENDENT SPECIAL DISTRICTS OF
ORANGE COUNTY**

AMENDED AND RESTATED BYLAWS

Adopted January 31, 2002

**Proposed for Amendment on
October 31 December 10, 2013**

**INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY
BYLAWS**

ARTICLE I

GENERAL

SECTION I. NAME

The name of the organization shall be **INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY**, herein ~~The organization shall also be known and referred to as ISDOC~~ the Organization.

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SECTION II. PURPOSE

~~The purpose of this Organization is to propose and advocate constructive means for the improvement and functioning of Special Districts within the County of Orange, State of California, and to assist such Special Districts and their governing bodies to provide a more effective and efficient government at the closest level to the citizens of Orange County that will result in a benefit to the public.~~

The purpose of the Organization is to advance the interests of Orange County special districts through its advocacy of sound public policy, its facilitation of educational opportunities to enhance special district governance and the services provided, and its collaboration with others to elevate awareness of the role special districts play as the form of government closest and most directly accountable to the people. The purpose of the Organization shall not include any duties or responsibilities held by the Orange County Special Districts Selection Committee, which is a separate and unrelated entity from the Organization. Furthermore, these Bylaws shall have no effect on, and are independent and distinct from, the Bylaws of the Orange County Special District Selection Committee.

SECTION III. ADMINISTRATIVE OFFICE

The administrative office for the transaction of the business of the ~~Association~~ Organization is located at the ~~Office of the President of the Association~~ Municipal Water District of Orange County. The Board of Directors is granted full power and authority to change the administrative office from one location to ~~another~~ in any place within the County of Orange, State of California, and such change shall not be considered an amendment of these bylaws.

ARTICLE II

MEMBERSHIP

SECTION I. QUALIFICATION FOR MEMBERSHIP

There shall be two ~~classes~~ categories of membership in the ~~Association~~ Organization:

A. **REGULAR MEMBERS:** Shall be **INDEPENDENT SPECIAL DISTRICTS** which ~~that~~ are public agencies within the County of Orange, State of California, for the local performance of governmental proprietary functions within limited boundaries, governed by a publicly elected Board of Directors or those officials appointed, in whole or in part, by another governmental body. Independent Special Districts does not include the State, the county, City/cities, County or School school District/districts.

Independent Special Districts shall be further defined in accordance with California Government Code Section 56044: "Independent district" or "independent special district" includes any special district having a legislative body all of whose members are elected by registered voters or landowners within the district, or whose members are appointed to fixed terms, and excludes any special district having a legislative body consisting, in whole or in part, of ex officio members who are officers of a county or another local agency or who are appointees of those officers other than those who are appointed to fixed terms. "Independent special district" does not include any district excluded from the definition of district contained in Sections 56036 and 656036.6.

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B. **ASSOCIATE MEMBERS:** Shall be those persons ~~or~~, organizations, ~~or~~ governmental entities ~~who that~~ have evidenced interest in the purposes and goals of the ~~Association~~ Organization, but who are not members of Independent Special Districts. ~~No Officers or members of an Independent Special District can are ineligible to be an Associate Member.~~

C. **APPROVAL OF MEMBERSHIP:** The Executive Committee shall review, and the ~~Board of Directors shall approve~~, all applications for membership, provided that the applicant meets the established membership criteria.

SECTION II. VOTING RIGHTS

Each Regular Member District/district, in good standing, shall be entitled to one vote on all matters brought before the membership for a vote. The presiding officer of the governing body of each regular Regular member Member agency district shall designate to the Secretary of the Association in writing one representative who shall exercise the right of the member to vote be recognized by the Organization as the voting representative for his/her district. Each district shall designate in writing and submit to the Organization's Secretary and one alternate governing board member who shall

have the right to vote in the absence of the ~~assigned voting representative~~presiding officer.

The Executive Committee may, ~~in their~~at its discretion, authorize the voting upon any issue by written ballot ~~which shall be sent via U.S. mail and email~~mailed to each ~~regular~~Regular member~~Member~~ district. Such authorization shall specify the time and ~~date and method by which the completed~~when such written ballots must be received by the ~~President of the Association~~Organization.

A majority vote of all members present ~~at a meeting or of all written ballots~~received by the submission deadline shall be necessary to carry any matter voted upon.

Associate Members shall not have the right to vote on any matter before the ~~Association~~Organization.

SECTION III. ANNUAL DUES

Annual dues shall be due and payable on or before the first day of January of each year. New members shall pay their annual dues at the time they are approved for membership in the ~~Association~~Organization. New member dues for the initial year shall not be pro-rated.

The dues of the ~~Association~~Organization shall be ~~reviewed and set~~reviewed and set by the Executive Committee ~~and approved by the Board of Directors each year~~for Regular Members and for Associate Members. Associate Member dues need not be the same as dues for Regular Members. ~~Adequate notice (as determined by the Executive Committee)~~A minimum of two months' notice of changes in dues will be provided to the membership.

No assessments, ~~other than annual dues~~, shall be levied on the members of the association without an affirmative majority vote of the membership.

SECTION IV. TERMINATION OF MEMBERSHIP

Any member in arrears in the payment of dues for a period of ~~three months~~thirty (30) days after said dues are due and payable shall be notified in writing by the Treasurer of such arrearage, and, if such dues shall continue unpaid for a period of ~~another sixty-three (60) days~~another sixty-three (60) days, such member shall automatically cease to be a member of the ~~Association~~Organization.

~~Any member that voluntarily terminates membership in the Organization shall not be eligible for a refund of membership dues or other assessment already paid to the Organization.~~

SECTION V. REINSTATEMENT OF MEMBERSHIP

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Regular and Associate memberships that were previously terminated may be reinstated after the Executive Committee receives a written petition for reinstatement and payment of the petitioners annual membership dues and other assessments for the current calendar year have been received by the Organization.

ARTICLE III

BOARD OF DIRECTORS

SECTION I. NUMBER AND TERM OF OFFICE

A. The Board of Directors shall consist of one representative the presiding officer from each of the member Independent Special Districts Regular Member district, in good standing. If the designated representative presiding officer is not present, the then that district's alternate member representative, shall act in his/her stead.

B. The members of the Board of Directors shall serve until replaced by another appointed governing board member as the presiding officer of his/her Independent District. Any vacancy on the Board of Directors shall be filled by the new presiding officer of governing board of that the District from which the vacancy occurred.

SECTION II. DUTIES OF THE BOARD OF DIRECTORS

A. The Board of Directors shall set policy for the Association (ISDOC) Organization.

B. The Board of Directors shall set dues as recommended by the Executive Committee.

CB. The Board of Directors shall elect, at their annual quarterly its final meeting of their even years, a President, a First Vice President, a Second Vice President, a Third Vice President, a Secretary, and a Treasurer.

These officers, along with the immediate Immediate Past President, shall be designated as the Executive Committee, whose duty shall be to assist the Board of Directors in setting policy, and conducting the business of the organization Organization.

DC. The Executive Committee shall be responsible for implementing the policies established by the Board of Directors as approved at a General Membership meeting Meeting or a Special Meeting of the membership.

~~ED.~~ The members of the Executive Committee shall be elected for a two-year term.

SECTION III. OFFICERS AND DUTIES

A. PRESIDENT

The President shall be the chief executive officer of ~~ISDOC~~the Organization. The President shall preside at all meetings of the Board of Directors, the Executive Committee and the general membership.

~~The President shall appoint all committees, and all chairpersons of such committees, with the approval and ratification by the Board of Directors.~~

The President shall represent ~~ISDOC~~the Organization as its official spokesperson and he/she shall also have the ~~right authority~~ to delegate such responsibility, with approval of the Executive Committee.

The President shall be an ex-officio member of all Committees.

B. FIRST VICE PRESIDENT

The First Vice President, in the absence or disability of the President, shall perform all the duties of the President, and when so acting, he/she shall have the powers of and be subject to all the restrictions upon the President.

The First Vice President shall be the ~~Chairman~~ of the Program Committee.

C. SECOND VICE PRESIDENT

The Second Vice President, in the absence or disability of the President and First Vice President, shall perform all the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

The Second Vice President shall be ~~Chairman~~ of the Membership Committee.

D. THIRD VICE PRESIDENT

The Third Vice President, in the absence or disability of the President, First Vice President, and Second Vice President, shall perform all the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

The Third Vice President shall be ~~Chairman~~ of the Legislative Committee.

E. SECRETARY

The Secretary shall maintain a written record of all business conducted at the meetings of the Board of Directors and the Executive Committee.

The Secretary or his/her designee shall be responsible for all correspondence and mailing the dissemination of information to members.

F. TREASURER

The Treasurer shall maintain the complete financial records and of ISDOC, establish and maintain bank accounts in the name of the Association Organization, and pay all bills duly approved by the Executive Committee in accordance with the yearly budget.

There shall be an annual audit of the books of the Treasurer by a competent accountant or accounting agency, designated by the Executive Committee, with a report to be presented to the membership at the Organization's next membership meeting.

G. IMMEDIATE PAST PRESIDENT

The Immediate Past President shall serve as a voting, ex-officio member of the Executive Committee.

~~H. All officers of the Association Organization shall be elected or appointed officials, except the Secretary and/or the Treasurer, each of whom, may or may not be elected officials of a Regular Member district. However, an official who has been appointed to a district's elected board of directors must first be elected to that body before being eligible to serve as an officer of the Organization.~~

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~~I. Officials who wish to seek election or appointment as an officer of the Organization shall first secure from his/her district an official endorsement of his/her candidacy in the form of a board resolution.~~

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ARTICLE IV

MEETINGS

SECTION I BOARD OF DIRECTORS

A. The Board of Directors shall meet quarterly or no less than three times per calendar year, and the last quarterly meeting of the calendar year shall be designated as the ANNUAL MEETING of the Association Organization.

B. The Secretary ~~Organization~~ shall disseminate mail notices of the Board Meetings at least ~~fifteen thirty~~ (4530) days prior to the Meeting. Said notices shall be disseminated via email sent to all Regular and Associate Members, ~~representatives and~~

~~alternates. The Notice shall give the date, time, location and agenda for any action items for or the meeting.~~

C. ~~Special Meetings of the Board of Directors may be called at any time by the President, any ten (10) Members of the Board of Directors or by a majority of the Executive Committee. The Secretary Organization shall send each Member, each Associate member, each representative and each alternate disseminate notices of the Special Meeting at least five (5) business days prior to the meeting. The Said notice shall contain give the date, time, location, and the subject matter of the Special Meeting. Action may only be taken on Only such matters listed on the Special Meeting agenda may be addressed at the Special Meeting notice.~~

D. All meetings of the Board of Directors shall be held in Orange County.

E. ~~No action shall be taken unless a quorum has first been established. A quorum shall be established when the designated representatives of fifty percent (50%) percent of the Regular Members are present at a duly noticed Regular or Special Meeting of the Organization, or, if a vote has been authorized by written ballot, a quorum shall be established only when the designated representatives of fifty percent (50%) of the Regular Members have submitted a ballot in the manner and by the deadline authorized by the Executive Committee.~~

SECTION II. MEETINGS OF THE EXECUTIVE COMMITTEE

A. ~~The Executive Committee shall meet monthly at the Municipal Water District of Orange County, at a time and place specified by the President and announced in the meeting notice. The monthly meeting may be cancelled by the President if he/she determines that there is not sufficient business to justify a meeting.~~

B. ~~A Special Meeting of the Executive Committee may be called by the President or a majority of the Executive Committee, with five (5) business days advance notice given in writing via email by the Secretary Organization. Such notice shall state the date, time, location and agenda for the Special Meeting. Said notice may be given telephonically, verbally or in writing.~~

C. All meetings of the Executive Committee shall take place in Orange County.

D. ~~A quorum shall be established by 50% of the then-filled Executive Committee.~~

SECTION III. QUORUM

A. ~~A quorum shall be established when the designated representatives of twenty-five (25%) percent of the Regular members Members are present at a duly~~

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~~noticed regular Regular or special Special meeting Meeting of the Independent District of Orange County Organization.~~

ARTICLE V

AMENDMENTS

~~These By-Laws may be amended by a majority vote of the Board of Directors members present at a duly noticed membership meeting or, if a vote has been authorized by written ballot, by the combined majority vote of the designated representatives present and submitting a written ballot. All proposed amendments shall be disseminated via U.S. Mail and email mailed to the each Regular member Member district, the representative of the district, and the alternate for the district no less than thirty (30) days prior to any the membership meeting.~~

ARTICLE VI

ENACTMENT OF AMENDMENTS

~~These Amended and Restated By-Laws laws are to take effect February 1, 2002, immediately upon approval of the Board of Directors.~~

ARTICLE VII

PARLIAMENTARY AUTHORITY

~~All matters not covered under these By-Laws shall be governed by Roberts' Rules of Order.~~

-End-

DS
November 25, 2013

Prepared by: H. Cho/M. Cortez

Submitted by: K. Burton (K.B.)

Approved by: Paul Cook 

ACTION CALENDAR

SILVERADO CANYON ROAD DOMESTIC WATER PIPELINE IMPROVEMENTS BUDGET ADDITION, EXPENDITURE AUTHORIZATION AND CONSULTANT SELECTION

SUMMARY:

The Silverado Canyon Road Domestic Water (DW) Pipeline Improvements Project will construct a new 8,200-foot long 12-inch DW pipeline from the Fleming Booster Pump Station (BPS) into Silverado Canyon to provide required fire flow to the proposed Saint Michael's Abbey and to enhance fire flow to the remainder of Silverado Canyon. Staff recommends that the Board:

- Authorize the addition of Project 11742 to the FY 2013-14 Capital Budget in the amount of \$1,057,500;
- Approve an Expenditure Authorization in the amount of \$149,200; and
- Authorize the General Manager to execute a Professional Services Agreement in the amount of \$105,335 with CivilSource, Inc. for the Silverado Canyon Road DW Pipeline Improvements Project.

BACKGROUND:

Silverado Canyon is served by an existing 8-inch steel pipeline that extends from Fleming BPS into the canyon. In Fall 2014, Saint Michael's Abbey will start construction of a new campus in Silverado Canyon. The Silverado Canyon Road DW Pipeline Improvements Project will upsize approximately 8,200 feet of existing 8-inch pipeline to 12-inch pipeline. The upsizing is required to provide the required fire flow to the campus and to enhance fire flow to the remainder of Silverado Canyon. A project location map is attached as Exhibit "A".

Staff issued a Request for Proposal to Arcadis-US, Inc., CivilSource, Inc. (CivilSource), Kleinfelder, and Psomas for the project design and construction phase services. Each consultant submitted a proposal. Staff evaluated the proposals and recommends the selection of CivilSource, based on their project understanding, team, and budget. CivilSource recently successfully completed the design and construction phase services for the Portola Hills Sewer Lift Station Abandonment and Gravity Sewer Project within budget and schedule. The consultant selection matrix is attached as Exhibit "B", and CivilSource's proposal in the amount of \$105,335 is attached as Exhibit "C".

FISCAL IMPACTS:

The Silverado Canyon Road DW Pipeline Improvements Project is not included in the FY 2013-14 Capital Budget. Staff requests the addition of Project 11743 (4919) to the FY 2013-14 Capital Budget and approval of an Expenditure Authorization as shown in the following table and in Exhibit "D".

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
11743 (4919)	\$-0-	\$1,057,500	\$1,057,500	\$-0-	\$149,200	\$149,200

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, the appropriate environmental document will be prepared when additional project information becomes available.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on November 19, 2013.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE ADDITION OF PROJECT 11743 (4919) TO THE FY 2013-14 CAPITAL BUDGET IN THE AMOUNT OF \$1,057,500; APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$149,200; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$105,335 WITH CIVILSOURCE, INC. FOR THE SILVERADO CANYON ROAD DOMESTIC WATER PIPELINE IMPROVEMENTS, PROJECT 11743 (4919).

LIST OF EXHIBITS:

- Exhibit "A" – Location Map
- Exhibit "B" – Consultant Selection Matrix
- Exhibit "C" – CivilSource, Inc. Proposal
- Exhibit "D" – Expenditure Authorization

EXHIBIT "A"

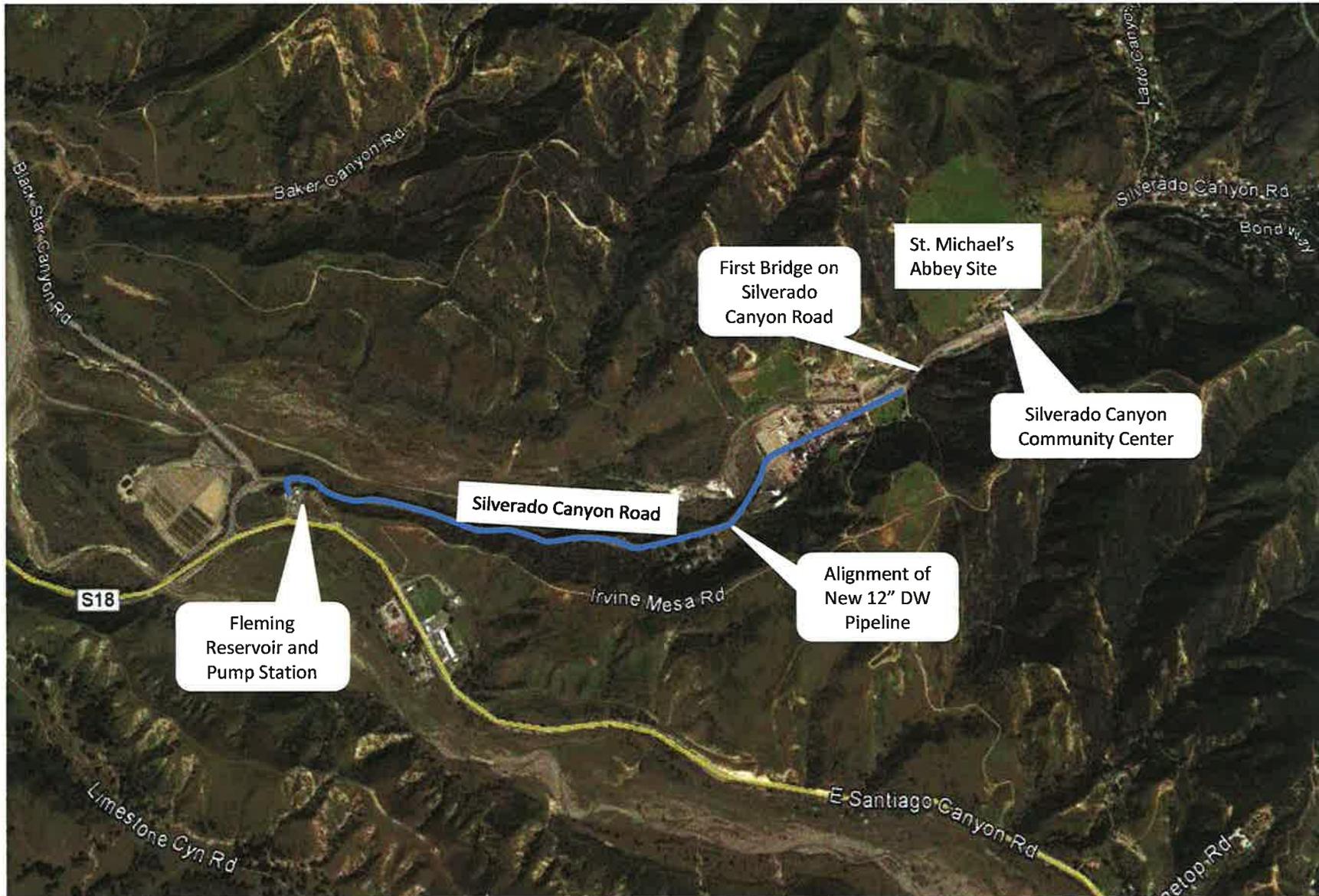


EXHIBIT "B"

	Weights	Arcadis	CivilSource	Kleinfelder	Psomas
TECHNICAL APPROACH	60%				
*Project Approach	60%	4	2	1	3
*Scope of Work	40%	4	1	2	3
Weighted Score (Technical Approach)		4.00	1.60	1.40	3.00
EXPERIENCE	40%				
*Firm/Team	40%	4	1	2	3
*Project Manager	60%	4	1	2	3
Weighted Score (Experience)		4.00	1.00	2.00	3.00
Project Manager		Steve Schock Yrs	Safa Kamangar Yrs	Daniel Smith Yrs	Neha Gajjar Yrs
Project Engineer		Todd Dmytryshyn	Arash Sayar	Laura Robinson	Maira Torres
QC/QA		David May	Thom Coughran	Timothy Stinson	Joseph Boyle
Surveying		<i>Borchard Survey</i>	<i>Hunsaker</i>	<i>David Bush</i>	Jacob Sharp
Geotechnical		<i>NMG Geotech</i>	<i>American Geotech</i>	Scott Lawson	<i>Hushmand Assoc.</i>
SWPPP		Daniel Lee		Lauren Ferrell	Matt Heideman
Traffic Control				<i>Traffic Control Eng</i>	Jonathan Levitus
Potholing		<i>SAF-R-Dig</i>	<i>Kana Pipeline</i>	<i>AirXus</i>	<i>C Below</i>
COMBINED WEIGHTED SCORE		4.00	1.36	1.64	3.00
		Man-hours	Man-hours	Man-hours	Man-hours
Design Hours		899	516	750	873
Construction Phase Services		162	60	150	82
Optional					39
TOTAL HOURS		1,061	576	900	994
Sheet Count					
General			2	2	3
Piping			8	10	9
Details			3	3	2
Traffic Control			5	4	6
TOTAL SHEETS		20	18	19	20
FD HRS/SHT		45	29	39	44
FEE					
Final Design		\$179,614	\$99,395	\$161,775	\$138,383
Construction Services		\$20,907	\$5,940	\$18,875	\$10,849
Optional					\$7,875
Total Cost		\$200,521	\$105,335	\$180,650	\$157,107
Number of Drawings		20 dwgs	18 dwgs	19 dwgs	20 dwgs
Final Design Unit Prices (\$/dwg)		\$8,981	\$5,522	\$8,514	\$6,919
Professional Liability Insurance		YES	YES	YES	YES
General Liability Insurance		YES	YES	YES	YES
FORCED RANKINGS:		4 - Fourth	1 - First	2 - Second	3 - Third

EXHIBIT "C"

Engineering Design Services for the Silverado Canyon 12-inch Domestic Water Pipeline Improvements
Irvine Ranch Water District

UNDERSTANDING & APPROACH

PROJECT UNDERSTANDING

We understand the project involves the design and construction of approximately 8,200 linear feet of 12-inch pipeline in Silverado Canyon Road. The new pipeline will begin at the District's Fleming Booster Pump Station, parallel an existing 8-inch domestic water pipeline, and make a terminal connection to the existing 8-inch pipeline near Coal Crossing.

As the project describes, CivilSource will complete the design of the pipeline based on data gathering and information collection performed. These will include, but are not limited to field reconnaissance, field survey topographic maps, pothole information, and geotechnical engineering recommendations. It is clear there are no as-built documents for the existing 8-inch domestic water line. Our design will include plan and profile, pipeline connection details, road trench section replacement, traffic control plans, and all details necessary for construction of the improvements; and will be developed based on our knowledge of pipeline design and construction, industry standards, and will be in compliance with District standards and requirements. Additionally, we will complete construction specifications and provide a construction cost estimate. It is understood that this work will consist of two major tasks: design (improvements plans and construction specifications) and construction phase services. Each of these tasks will be authorized by a separate Notice-to-Proceed. Our scope of work and budget will be stand-alone documents that will be a part of the Contract Exhibits. All our tasks required for a successful completion of the work will be included within our scope of work.

General Considerations

Our understanding of the key project elements and related issues that will be considered during design and construction of the new public water system reconfiguration facility are as follows:

Based on our knowledge of water main design, construction principals, general operational requirements, and project-specific requirements provided by the District, we will employ the following general engineering considerations during the preparation of the design and construction plans for this project:

- **Survey.** We will perform records research through the County of Orange for existing land boundaries and centerline monumentation for the project and compile a record base map as described in the task below.
- **Safety.** CivilSource considers safety the most important issue on any construction project. We will consider construction safety concerns during the design to assure that developed plans can be safely constructed and ensure a safe parkway environment at all times. Pipeline will be placed in such a manner that in conjunction with traffic control plans, even though two way traffic is maintained, a safe construction zone is provided for the contractor.
- **Public Impact.** Construction of most new pipelines can significantly impact the public convenience and safety. It is incumbent upon the design team to work with the local agency to minimize public impacts in terms of the proposed improvements, the schedule, the phasing and anticipated traffic detour plans. Additionally we will consider locating the pipeline in the public right-of-way such that public inconvenience is minimized.
- **Industry Standards.** CivilSource has a broad knowledge of industry standards and federal and local government requirements and will implement these requirements and recommendations. Other agencies include, but are not limited to the Environmental Protection Agency (EPA), California Department of Public Health (CDPH, formerly known as DHS), American Water Work Association (AWWA), and California Water

Environment Association (CWEA). Design criteria such as separation requirements between water pipe and other pipelines will be considered and plans will be developed accordingly. We will coordinate design considerations with the District to assure compliance with District requirements.

- **Utility Coordination.** CivilSource will conduct a thorough utility investigation and will coordinate the work with affected utility agencies based on provided information to avoid any major conflicts during the design. Any upfront information gathering will result in ease of design and construction and avoid impacting the schedule or budget with unnecessary change orders or stand-by time.
- **Pipe Installation.** The CivilSource design team has previous experience in installing different pipelines in several locations in Southern California. We will make sure all the pipes are being designed with proper gaskets, fitting restraints or flange systems, and the design will follow District's general requirements and approved list of materials and vendors.

APPROACH

Our primary approach is to serve as a direct extension (i.e. surrogate staff) of the District staff. Our approach is based on strong commitment to total quality assurance and follows a proven path of work elements and tasks to ensure a successful project. Working together with the District's Project Manager, **Safa Kamangar, P.E.**, will lead the CivilSource project team.

Mr. Kamangar is the team's most experienced project manager for the design and construction of water well projects. Safa has successfully managed numerous capital improvement projects and has worked closely with many cities and public agency staff for the design and construction management of water pipeline infrastructure. He and his team within past year have successfully completed the design of numerous water pipeline projects. He clearly understands the basic elements of a successful project: good planning, strong management, and quality work. Safa's experience with water infrastructure and water pipeline design and his congenial personality will help the team work together with the District and other agencies to reach the mutual goal of project success. He will be the principal point of contact with the District and will be responsible for developing a management plan to organize, monitor, and conduct the design and construction of the project.

Quality Assurance and Quality Control Plan

Quality Assurance and Quality Control (QA/QC) during design is a top priority for CivilSource. To ensure the highest quality of design, we will implement a comprehensive QA/QC program. As part of the CivilSource team, **Thom Coughran, P.E.** will monitor the QA/QC program. He has extensive experience in providing and overseeing the implementation of several QA/QC programs.

The QA/QC program will emphasize the need to clearly define requirements and design standards for the design efforts, and the need to independently check all work before it is issued to the District or other reviewing agencies. The quality control program will ensure that the project documents:

- Conform with the contract documents;
- Are neat, well organized, clear, concise, and complete;
- Are technically and grammatically correct;
- Comply with generally accepted standards of engineering and applicable laws;
- Are signed, dated, and stamped as required; and
- Are consistent with other related plans and are constructible.

The QA/QC Manager will review the design drawings, estimates, specifications, reports and any other document being delivered to the District for accuracy and completeness. He will assure constructability, claim avoidance and compliance with District and other agency requirements. In addition, he will provide daily supervision and guidance to the design team and will maintain continuous involvement with the day-to-day activities of the plan preparation team including all project subconsultants.

Progress review meetings will be held internally by CivilSource on a regular basis to update the project design team on project development and critical tasks. Prior to releasing any document to the District and/or other agencies, an extensive review will be performed by both the Project Manager and the QA/QC Manager.

During the construction phase of project execution, CivilSource will use a team of specialists to ensure all engineering, operational requirements, and design criteria are achieved.

Cost Control

We are able to continually evaluate a project's program/cost coordination through all project phases to enable informed and timely decision-making by our clients and the entire project team. Cost control techniques include program budget analysis, value engineering, life-cycle cost analysis and quantity-based estimating. We rely on an open-book, inclusive process that demonstrates the costs and benefits of varying design options. This budget confirmation process starts in the earliest stages of the project, when design and engineering alternatives have the greatest potential impact on costs. Our design teams analyze client goals, technical requirements, alternative building concepts, construction costs and long-term operational costs to define the optimum scope within the budget, ensuring long-term flexibility and value.

Schedule Control

We continually review and evaluate the project cost through all project phases to allow for informed and timely decision-making. Cost control techniques include program budget analysis, value engineering, life-cycle cost analysis and quantity-based estimating. We rely on an open-book, inclusive process that demonstrates the costs and benefits of varying design options. This budget confirmation process starts in the earliest stages of the project, when design and engineering alternatives have the greatest potential impact on costs. Our design teams analyze client goals, technical requirements, alternative building concepts, construction costs and long-term operational costs to define the optimum scope within the budget, ensuring long-term flexibility and value.

Communication

CivilSource will meet with the District project representatives regularly and remain in constant communication to ensure successful and timely delivery of the project. Bi-weekly meeting agendas, if necessary, will be distributed at least two working days before each meeting. Meeting minutes will be distributed within three working days of the meeting identifying action items, assignments and due dates. Utilizing this technique will ensure consistency in decisions, and will provide a concise list of tasks to be accomplished by each participant and a specific time schedule to complete the task. This constant communication, in conjunction with in-person meetings, allows our staff to meet project milestones.

SCOPE OF WORK

The CivilSource project management team has the size, depth, and experience to be able to commit the necessary personnel to meet your schedules and deadlines. We are represented by highly experienced professionals who have a proven track record managing public projects. Our work includes preparation of construction plans, contract documents and specifications, quitclaim documents, and construction phase services. We will meet each of the tasks listed below, as identified within the RFP and will be incorporated into our proposal.

Task 1: Design

CivilSource will address and provide the following services:

- A. Topographic Field Survey. We will provide field surveying and produce topographic maps to be used for the proposed pipeline.
 - The field survey will capture all the surface features for the entire right-of-way width of Silverado Canyon Road, plus 10-feet on both sides of the right-of-way, along the entire length of the proposed pipeline alignment, plus another 50-feet in length both before and after the pipeline limits.
 - All existing storm drain manholes and inlets will be opened with measurements to top of pipe, pipe invert, and pipe direction will be provided and noted.
 - All appropriate permits and provide traffic control to perform the field survey will be obtained.
- B. Geotechnical Engineering. We will provide a geotechnical engineering evaluation of the geotechnical conditions along the proposed alignment, provide geotechnical design parameters for the project, and findings with recommendations will be provided for the design and construction of the project.
 - File Review. We will review reports and information for the surrounding areas that you provide us as well as reviewing published information in our files or available at the US Geological Survey and California Geological Survey web site regarding local site conditions.
 - Field Exploration. A field investigation program will be performed for the project to explore surface and subsurface conditions and collect soil samples for physical testing. We will drill, log, and sample seventeen (17) exploratory borings to a maximum depth of 10 feet or refusal, whichever encountered first, with a hollow-stem auger drilling equipment in the close vicinity of the proposed water pipeline alignment. We will obtain bulk, Standard Penetration Test (SPT) and relatively undisturbed ring soil samples from our borings for visual classification and laboratory testing, as necessary. Thickness of existing pavement and sub-pavement course layers will be measured and documented at each boring location during the field investigation.
 - We will mark the boring locations during our site reconnaissance and notify you and Underground Service Alert (USA) prior to beginning fieldwork so that public or private underground utilities can be identified. An encroachment permit from County of Orange will be obtained. Permit fee for the County of Orange is provided in the cost estimate table as a separate line item. For the purpose of this agreement, it is the responsibility of utility owners to mark their utilities. We are not responsible for utilities not properly marked at the ground surface. To reduce the risk of damaging unidentified underground utilities during drilling, we may contract with a private utility locator to mark the underground utilities for an additional charge. A professional traffic control crew will be provided during our field investigation. The borings will be finished with perma patch or black colored quick set concrete. Asphalt grinding and hot asphalt patch were not considered in our cost estimate for this field investigation.

- This proposal specifically excludes the assessment of environmental characteristics, particularly those involving hazardous substances at the site. In the event that obviously suspicious subsurface materials are encountered visually or by odor in the geotechnical test boring, such a boring will be immediately terminated until we receive direction from the District. We will notify the District Project Manager as soon as possible of such an occurrence, and we will both mutually decide whether to continue, modify, or cease the remainder of the drilling program and whether an environmental assessment should be conducted.
- Laboratory Testing. We will conduct laboratory testing on the sampled soils to evaluate the engineering properties. This testing may include 1) moisture contents and dry densities, 2) Atterberg Limits, 3) sieve analysis, 4) Direct Shear tests for evaluating shear strength of soil, and 5) R-value, as requested in the "Proposal Content Information" document. To minimize laboratory costs, we will use the information collected during our file review.
- Office Studies. We will review the field and laboratory data and perform engineering analysis to address geotechnical and geological hazards, ground water levels, construction dewatering, pipe bedding and trench shoring requirements, excavability of soils, backfill suitability, and backfill compaction, and pavements. We will prepare a report for our geotechnical investigation that will include the results of our investigation and our conclusions and geotechnical recommendations for design and construction of the proposed pipeline. Final color, signed, wet-stamped report copies will be emailed to you in Adobe Acrobat (pdf) format, if desired, so that you have report copies available for distribution at all times. Our reports will include site plans, boring logs, and laboratory test data in addition to the following information.
 - ✓ Site Conditions: We will review and summarize the surface, subsurface, and ground water conditions and the engineering properties of the soils encountered during the site investigation.
 - ✓ Geologic Hazards: We will discuss the potential geologic hazards at the site on a reconnaissance level, including landsliding, liquefaction, lateral spreading, differential earthquake-induced settlements, fault rupture, and ground shaking based on published information by California Geologic Survey.
 - ✓ Seismicity: We will discuss the regional seismicity including regional active faults, maximum estimated ground shaking, maximum past ground shaking, and future earthquake probabilities. We will provide seismic coefficients for a design basis earthquake based on the 2010 California Building Code.
 - ✓ Lateral Earth Pressures: We will provide lateral earth pressures and site constraints for shoring design.
 - ✓ Earthwork: We will present earthwork criteria, including recommendations for clearing and site preparation, re-work of soils, subgrade preparation, compaction, materials for fill, construction dewatering, pipe bedding requirements, trench shoring requirements, settlement potential, excavability of soils, backfill requirements, and temporary cut and fill slopes as necessary.
 - ✓ Pavements: We will present flexible asphalt concrete pavement sections for traffic indices ranging from 5 to 10. Pavement design will be based on the R value test results and the expected properties of import soils.
- A draft report will be provided to you for your review and comments. Two copies of our final report will be submitted to you two weeks after receiving your comments.

C. Pothole Investigation. CivilSource will perform research of all utilities within the project area, as well as perform excavations of existing conflicting utilities (potholes) to aide with the vertical alignment of the proposed pipeline at crossings with any existing water, storm drain, or dry utility. Our work will include all necessary permitting and traffic control measures to perform the pothole excavations. We will include a cost for performing 25 potholes in our proposal, as well as provide a unit cost per pothole, should additional excavations are required.

D. Improvements Plans. The improvement plans will include a site plan, plan and profile sheets, traffic control plans, and all details necessary for the construction of the improvements briefly described in the Scope of Work. We will provide plan and profile sheets at 1"=40' (H) and 1"=8' (V) scale, and will provide adequate construction and connection details as necessary for complete construction and operation of the new water line.

In order to prepare accurate and reliable improvement plans, CivilSource team will conduct a thorough research of all existing improvement plans from different agencies as well as utility research of existing utilities identified by USA services. These plans will include, but are not limited to, roadway plans, storm drain plans, water and sewer plans, and existing dry utilities. This will be the start point to create an accurate base map for construction plans.

- New connections. New connections on the 12-inch pipeline will be designed to replace all existing connections. Connections will be designed as Tees with isolation valves, or just tapping saddles for smaller size connections. Connections to existing system will be designed using transition couplings.
- Pavement replacement. Design the pavement replacement will be based on the County of Orange's requirements, as well as the subsurface exploration results. We will comply with county of orange standard plans, as well as matching existing pavement sections, whichever greater.
- Traffic Control. We will prepare traffic control plans for the construction of the 12-inch pipeline of adequate details and will obtain approval by County of Orange and any other appropriate agency. CivilSource will process the traffic control plans for approval by the appropriate entity, e.g. County of Orange or other. Consideration will be taken into account of County of Ornge's like hood of the requirement in keeping a lane open in both directions during construction of pipeline.

E. Permits. CivilSource will prepare applications and secure permits with appropriate agencies. We will identify all agencies having jurisdiction over project site and will obtain their permitting requirements. As a minimum an encroachment permit will be secured with County of Orange. It is understood that the District will compensate CivilSource for actual permit fees.

F. Storm Water Pollution Prevention Plan (SWPPP). CivilSource will identify all requirements to comply with the National Pollutant Discharge Elimination System and State Water Resources Control Board permits. We will prepare a SWPPP for the project and process the plan upload to the Storm Water Multi-Application and Report Tracking (SMART) system.

G. Project Schedule. CivilSource management team will prepare and update the project schedule throughout the course of the work. The schedule will include the design, bid, construction phases, and will identify shop drawing review and approval times.

H. Team Meetings. CivilSource will schedule and lead meetings with the District to assure that all design, operational, and maintenance issues are being addressed. We will prepare each meeting's agenda and provide meeting minutes and action items. A total of three meetings will be included.

- I. Project Deliverables. Improvement plans will be submitted to the District for review at the 75-and 100-percent completion levels. Six (6) full-size copies (bond) will be provided for each submittal. Upon resolution of all District review comments, the final signed and sealed mylars will be prepared and submitted for the District's approval. CivilSource will preview each plan submittal with District staff in a preview meeting. We will attend the meetings for the District's approval to explain or answer any remaining questions. Additionally, we will submit the final electronic files to the District on two separate compact disks; the AutoCAD files will be contained on one CD, while the second CD will contain a single PDF file of the entire construction drawing set.

We will prepare detailed construction drawings in the latest version of AutoCAD and use the District's drafting standards. Each plan sheet will be on District standard 24-inch x 36-inch mylar sheet. The following sheet list is our estimate for the project:

Sheet No.	Title
1	Title Sheet
2	List of Drawings, Abbreviations, Locations, Vicinity Map, Legend, General Notes, Domestic Water and Sewer Notes
3-10	Plan and Profile, 12-inch Pipeline
11-12	Construction Detail
13	Pipeline End Connection Details
14-18	Traffic Control Plans

- J. Opinion of Probable Construction Costs. CivilSource will prepare an itemized opinion of probable construction costs for submittal at the 75- and 100-percent design completion levels.
- K. Addenda Preparation. During bidding phase, CivilSource will be available to answer bidder's questions and issue clarifications in the form of addenda's as necessary

Task 2: Construction Phase Services

CivilSource will provide the following tasks during the construction phase:

- A. Project Meetings. We will attend four (4) project meetings of one hour each during the construction period and provide meeting minutes
- B. Contractor's Request for Information. We will respond to approximately ten (10) contractor Request for Information
- C. Minor Plan Revisions. We will provide ten (10) hours of staff time for minor plan revisions to the construction drawings
- D. Site Visits. We will conduct four (4) site visits of two hours each during the construction period.
- E. Shop Drawing Review. We will review fifteen (15) shop drawing submittals. If we anticipate additional shop drawing submittals above the amount stated above, the scope of work and fee estimate will indicate the number of anticipated shop drawings and the corresponding hours required to review and process that quality. We will include an adequate fee amount to perform a second review of half of the anticipated shop drawings submittals.
- F. Record Drawings. We will prepare record drawings on 24-inch x 36-inch mylars at construction completion using the Contractor's and District Inspector's red-lines. Final record drawing mylars, AutoCAD electronic files, and a single color PDF of the final as-built mylars will be submitted to the District at the completion of construction.



FEE PROPOSAL

IRVINE RANCH WATER DISTRICT SILVERADO CANYON ROAD 12-INCH DOMESTIC WATER PIPELINE IMPROVEMENTS TASK / HOUR BREAKDOWN

NO.		PROJECT DIRECTOR \$140		PROJECT MANAGER \$120		PROJECT ENGINEER \$100		CADD DESIGNER \$85		ADMINISTRATION \$59		SUB-CONSULTANTS/ EXPENSES	TOTAL HOURS	TOTAL FEE \$
		HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$			
	Task 1 - Design													
1	Data Gathering/Utility Investigation		\$0		\$0	2	\$200	4	\$340	8	\$464		14	\$1,004
2	Topographic Field Survey		\$0	2	\$240		\$0	4	\$340	2	\$116	\$13,460	8	\$14,156
3	Geotechnical Engineering		\$0	2	\$240	2	\$200		\$0	2	\$116	\$15,995	6	\$16,551
4	Pothole Investigation		\$0		\$0	2	\$200	8	\$680	2	\$116	\$23,550	12	\$24,546
5	75% Design Submittal Package (PS&E)	3	\$420	8	\$960	32	\$3,200	144	\$12,240	8	\$464		195	\$17,284
6	100% Design Submittal Package (PS&E)	2	\$280	6	\$720	20	\$2,000	80	\$6,800	8	\$464		116	\$10,264
7	Final Design Submittal Package (PS&E)	1	\$140	4	\$480	12	\$1,200	24	\$2,040	4	\$232		45	\$4,092
8	Traffic Control Plans	1	\$140	2	\$240	12	\$1,200	32	\$2,720		\$0		47	\$4,300
9	Permitting (Excluding Actual Permit Fees)		\$0		\$0	2	\$200	2	\$170	8	\$464		12	\$834
10	Storm Water Pollution Prevention Plan	1	\$140	2	\$240	20	\$2,000	8	\$680	8	\$464		39	\$3,524
11	Project Schedule/Meetings (4 Meetings)		\$0	4	\$480	4	\$400		\$0		\$0		8	\$880
12	Project Deliverables Direct Cost		\$0		\$0		\$0		\$0		\$0	\$550	0	\$550
13	Probable Construction Cost Estimate	0.5	\$70	1	\$120	2	\$200	6	\$510		\$0		10	\$900
14	Addenda Preparation	0.5	\$70	2	\$240	2	\$200		\$0		\$0		5	\$510
	Sub Total Task 1	9	\$1,260	33	\$3,960	112	\$11,200	312	\$26,520	50	\$2,900	\$53,555	516	\$99,395
	Task 2 - Construction Phase Services													
1	Project Meetings (4 Total)		\$0	2	\$240	2	\$200		\$0		\$0		4	\$440
2	Respond to RFI's (10 Total)		\$0	2	\$240	8	\$800		\$0		\$0		10	\$1,040
3	Minor Plan Revisions (10 Hours)		\$0		\$0	2	\$200	8	\$680		\$0		10	\$880
4	Site Visits (4 Total)		\$0	4	\$480	4	\$400		\$0		\$0		8	\$880
5	Shop Drawings (15 Total)		\$0	4	\$480	8	\$800		\$0		\$0		12	\$1,280
6	As-Built Preparation		\$0		\$0	4	\$400	12	\$1,020		\$0		16	\$1,420
	Sub Total Task 2	0	\$0	12	\$1,440	28	\$2,800	20	\$1,700	0	\$0	\$0	60	\$5,940
	GRAND TOTAL	9	\$1,260.00	45	\$5,400.00	140	\$14,000.00	332	\$28,220.00	50	\$2,900.00	\$53,555.00	576	\$105,335.00

November 25, 2013
Prepared by: R. Bennett/P. Weghorst
Submitted by: K. Burton/G. Heiertz
Approved by: Paul Cook

ACTION CALENDAR

PETERS CANYON CHANNEL WATER CAPTURE AND REUSE PIPELINE

SUMMARY:

The Peters Canyon Channel Water Capture and Reuse Pipeline (Peters Canyon Pipeline) will divert nuisance surface and perched groundwater flows with high concentrations of selenium and nitrates from selected tributaries to Peters Canyon Channel and deliver them in a pressure pipeline to the Main Street sewer that discharges to the Orange County Sanitation District (OCSD) for treatment and reuse. The City of Irvine, City of Tustin, Orange County Flood Control District (OCFCD), County of Orange (County) and California Department of Transportation (Caltrans) are all “Funding Parties” that have agreed to pay the capital costs to design and construct the project. While IRWD is not contributing to the capital cost of the project, it will oversee the design and construction and will operate and maintain the project. IRWD will pay for operation and maintenance costs up to \$60,000 per year in 2013 dollars. In exchange, IRWD will receive “Nitrogen and Selenium Credits” expected to be generated by the project which can be used throughout the San Diego Creek watershed including the San Joaquin Marsh. IRWD and the Funding Parties have prepared the Peters Canyon Channel Water Capture and Reuse Pipeline Agreement (“Agreement”) that provides for the funding, design, construction, operation and maintenance of the project for up to 20 years. Staff recommends that the Board:

- Authorize the General Manager to execute the Agreement with Irvine, Tustin, OCFCD, County and Caltrans, subject to non-substantial changes;
- Authorize the addition of the Peters Canyon Pipeline Project 21163 (4985) to the FY 2013-14 Capital Budget in the amount of \$993,500 which will be reimbursed to IRWD by the Funding Parties and offset with amounts to be made available from closing the Groundwater Disposal System Concept Study 11631 (3633);
- Approve an Expenditure Authorization in the amount of \$993,500 for the Peters Canyon Pipeline following execution of the Agreement by Irvine, Tustin, OCFCD, County, Caltrans and IRWD (referred to collectively as the “Project Participants”);
- Authorize the General Manager to execute a Professional Services Agreement with Tetra Tech, following execution of the Agreement by all Project Participants, in the amount of \$630,000 to provide engineering design services for the Peters Canyon Pipeline; and
- Authorize the General Manager to execute a Professional Services Agreement with ESA, following execution of the Agreement by all Project Participants, in the amount of \$143,200 to prepare an Initial Study / Mitigated Negative Declaration / Environmental Assessment (IS/MND/EA) that complies with the California Environmental Quality Act (CEQA) and is suitable for preparing a National Environmental Policy Act (NEPA) compliant document if federal funding is obtained for the project.

BACKGROUND:

Irvine, Tustin, OCFCD, County, Caltrans and IRWD are seeking a cost-effective solution to dispose of nuisance surface and perched groundwater flows that contain high selenium and nitrate concentrations in the San Diego Creek/Newport Bay Watershed. Nuisance flows from Irvine, Tustin and OCFCD are currently discharged to the Peters Canyon Channel (a tributary to San Diego Creek), while Caltrans currently discharges its flows to an IRWD sewer under a temporary special discharge permit. The Regional Water Quality Control Board's (RWQCB) Order No. R8-2007-0041 limits discharges of selenium within the San Diego Creek/Newport Bay Watershed.

Project Description:

The purpose of the Peters Canyon Pipeline is to divert the nuisance surface and perched groundwater flows with high concentrations of selenium and nitrates from selected tributaries to Peters Canyon Channel and deliver them in a pressure pipeline to OCSD for treatment and then reuse by the Orange County Water District (OCWD). The Peters Canyon Pipeline will begin on the west side of Peters Canyon Channel near Walnut Avenue where the Caltrans Ground Water Treatment Facility (GWTF) is located. From the GWTF, an 8-inch pressure pipeline will carry about 490 gallons per minute (gpm) across Peters Canyon Channel and proceed downstream along the east side of Peters Canyon Channel approximately 10,000 feet to Barranca Parkway. In this reach, the pressure pipeline will increase to 14-inch and divert approximately 1,130 gpm of additional flow from Como Channel, Edinger Circular Drain, and Valencia Drain. At Barranca Parkway the 14-inch pressure pipeline, containing total flows of approximately 1,620 gpm, will again cross Peters Canyon Channel, parallel the east side of San Diego Creek approximately 6,000 feet and discharge into the Main Street sewer for treatment and reuse by OCSD and OCWD. The location of the proposed facilities is shown in Exhibit "A".

History of the Selenium and Nitrogen Removal Projects:

For many years the Project Participants and other members of the Nitrogen and Selenium Management Program (NSMP) have been evaluating alternatives to reduce the amount of selenium and nitrogen that flow into the Upper Newport Bay. Beginning in 2005 with IRWD's Natural Treatment System Master Plan, bench test studies were performed and a subsurface biological rock filter design was recommended for pilot testing. In 2006, a demonstration project was constructed with the City of Irvine at the intersection of Peters Canyon Channel and Barranca Boulevard (near Harvard Avenue).

In July, 2009 the Cienega Selenium Treatment Facility was selected to receive American Resource Recovery Act (ARRA) funding from the Bureau of Reclamation (Reclamation) Title XVI program. In 2010 an evaluation of three treatment systems was performed that included the General Electric's ABMet system, the subsurface biological rock filter, and a fixed film fluidized bed reactor. Based on economic and non-economic criteria, the ABMet system was selected to implement a full-scale Selenium and Nitrogen Removal Project. In July, 2010 a preliminary design report for the ABMet treatment system was completed and in November, 2010 IRWD's Board approved final design services for an ABMet treatment system.

In January 2011 the RWQCB's legal counsel indicated a regional offset program would not be consistent with current EPA requirements. With no assurance of RWQCB compliance for the stakeholder agencies, the ABMet project was discontinued and the remaining ARRA funds were returned to Reclamation.

Regional Water Quality Control Board Issues:

In late 2012, a meeting between legal counsels from OCFCD, Irvine, the State Water Resources Control Board, and the RWQCB resulted in a new legal interpretation that offsets could be used for a total maximum daily load (TMDL) permit compliance. On October 4, 2013, Irvine's Community Development Department received a letter from the RWQCB that approved a request for the Peters Canyon Pipeline to be considered as an offset program. In addition, the RWQCB letter indicated that: (1) the RWQCB expects to adopt and approve the selenium Total Maximum Daily Loads and Site Specific Objectives that are currently in development, and (2) the offset credits generated by the Peters Canyon Pipeline may be used by discharge permittees that are enrolled under the General Groundwater Dewatering and Cleanup Activities Permit (Order No. R8-2007-0041).

Recent RWQCB legal interpretations and correspondence with the City of Irvine do not provide certainty regarding how credits generated by the Peters Canyon Pipeline may be used for compliance with future permits. They do indicate the RWQCB currently supports water quality trading and offsets as a practical approach to addressing the selenium and nitrogen impairments in the San Diego Creek Watershed.

Orange County Sanitation District Coordination:

A key component of the Peters Canyon Pipeline's economic feasibility is the ability for Irvine, Tustin, OCFCD and County to discharge at no cost to OCSD's Urban Runoff Diversion Program (Runoff Program). Until recently, OCSD's permit with the RWQCB for benchmark selenium discharges to the ocean was being exceeded and the Runoff Program was near its maximum diversion limit of 4 million gallons per day (MGD).

In the spring of 2012, RWQCB and EPA staff indicated they would amend ODSD's permit to raise the selenium benchmark for ocean discharges. In September 2013 Resolution No. OCSD 1-17 increased the maximum daily diversion limit of the Runoff Program to 10 MGD which is the plants excess capacity during non-storm events. The increased benchmark for OCSD to discharge selenium to the ocean and the increased capacity of the Runoff Program are sufficient to support the Peters Canyon Pipeline and several other programs in Orange County that are expected to discharge to the Runoff Program in the future.

Grant Funding:

Irvine, on behalf of all participants, has applied for and was awarded grant funding for the Peters Canyon Pipeline in the amount of \$1,000,000 from the "One Water One Watershed" Proposition 84 Grant Program administered by California Department of Water Resources (OWOW Grant). The terms of the OWOW grant allow all Project Participants to equally share in the award. In addition, the project received a grant in the amount of \$3,273,105 from the

Orange County Transportation Authority Measure M2 2012 Tier 2 Environmental Cleanup Program (OCTA Grant). The terms of the OCTA Grant allow all Project Participants (excluding Caltrans) to benefit from the award. The estimated distribution of the estimated capital costs and life cycle costs to the Project Participants and grants are summarized below.

Participant	Estimated Capital Cost, Less Grant Funding	Estimated Life Cycle Cost ⁽¹⁾
Caltrans	\$2,223,726	\$2,223,726
Orange County Flood Control District	\$ 973,222	\$ 973,222
City of Irvine	\$ 812,526	\$ 812,526
City of Tustin	\$ 396,033	\$ 396,033
Irvine Ranch Water District	\$ 0	\$1,008,627
<i>Subtotal Participants</i>	<i>\$4,405,507</i>	<i>\$5,414,134</i>
OWOW Grant	\$1,000,000	\$1,000,000
OCTA Grant	\$3,273,105	\$3,273,105
<i>Total Grants</i>	<i>\$4,273,105</i>	<i>\$4,273,105</i>
Total Project Costs	\$8,678,105	\$9,687,239

(1) IRWD life cycle costs estimated at \$60,000/year with inflation equal to 2.5% and a discount rate of 4%.

Peters Canyon Pipeline Agreement:

Staff and IRWD’s legal counsel have cooperated with the Funding Parties to develop an agreement confirming the mutual understandings of all Project Participants to design, construct, operate and maintain the Peters Canyon Pipeline. Key features of the agreement which is presented in Exhibit “B” are summarized below:

- IRWD will design, construct, own, operate, and maintain the Peters Canyon Pipeline for 20 years.
- The Project will divert both point source and non-point source discharges of nitrogen and selenium. Only Irvine and Caltrans have point-source diversions to the Pipeline. The non-point source diversions will generate Nitrogen and Selenium Credits to be used by the Project Participants, traded among the Project Participants or collectively traded or sold to a third party.
- IRWD will receive 31.6% of the Project’s Nitrogen and Selenium Credits that are estimated to equal approximately 40 pounds of selenium per year if the project operates 325 days per year. IRWD’s allocated credits may be used to offset selenium discharges to the Upper Newport Bay watershed including the San Joaquin Marsh.
- IRWD will provide an annual contribution for operations and maintenance (O&M) up to \$60,000 per year (in 2013 dollars) for the project. IRWD’s annual O&M contribution may change annually based on the local Consumer Price Index.
- Irvine, Tustin, OCFCD, County and Caltrans are responsible for all capital costs not paid by grants and all O&M costs greater than IRWD’s annual O&M contribution. Capital

costs include all design, environmental review, and construction costs, including without limitation costs for defense of CEQA/NEPA lawsuits or construction claims, project administration, including, but not limited to, accounting, inspection, surveying, compaction testing, geotechnical services and engineering, a reasonable and appropriate share of IRWD staff time, consultant costs, costs of permitting, bonds, rights-of-way acquisition, design, environmental compliance, mitigation and documentation, costs related to hazardous materials, management activities, construction management, startup and testing activities, project management and legal support for design, permitting and construction of the Project.

- IRWD will be the lead agency for CEQA and be responsible for securing the necessary permits and rights-of-way for the Project.
- In the event that Caltrans obtains Federal funding, IRWD will be responsible for preparation of a NEPA-compliant environmental document while Caltrans will be the lead NEPA agency and provide oversight and approval for the NEPA compliant document.
- IRWD will not be responsible for any consequences, including the loss of grant funding, that may occur as a result of delays associated with environmental review, permitting, securing rights-of-way, design, construction, inspection, startup and testing, or failure of the Funding Parties to timely approve change orders.
- The not-to-exceed project capital budget will include a 20 percent contingency throughout design and construction.
- IRWD can approve a design change variance without Funding Party approval if it does not increase the cumulative total of the design and environmental contracts by 10 percent or more; or would increase total capital costs for the Funding Parties, combined, by \$60,000 or more; or would cause the total capital costs to exceed the estimated project cost. If a design change variance causes the estimated project cost to be exceeded, IRWD must obtain approval of the Funding Parties.
- IRWD can approve a construction contract change order if it does not increase the capital costs by 10 percent or more of the contractor's bid amount, or does not cause the total capital costs to exceed the estimated project cost. Upon the issuance of a contract change order in an amount that, together with the amount of previously issued change orders, exceeds 10 percent of the Contractor's bid amount in the aggregate, IRWD must obtain approval by the Funding Parties for each individual contract change order that exceeds \$100,000.
- All contractor delay and standby charges incurred as a result of a delay in the approval of a construction contract change order or an amendment to the Agreement will be included in Project Capital Costs and will be a responsibility of the Funding Parties.

Design Consultant Selection:

On August 20, 2013, staff requested a proposals from six firms to provide engineering design services for the Peters Canyon Pipeline including: RBF Consulting, VA Consulting, HDR Engineering Inc, Tetra Tech, AKM Consulting, and Hunsaker & Associates. Five firms submitted proposals that demonstrated their abilities to perform the work. Following a careful review of the methods, experience and values associated with the proposals, staff recommends awarding the Professional Services Agreement to Tetra Tech contingent upon the approval and execution of the Agreement. Key strengths of its proposal are as follows:

- *Project Understanding:* The Tetra Tech team has an excellent understanding of the Peters Canyon Pipeline and the specific challenges associated with connecting to the Caltrans GWTF system and constructing approximately 17,600 feet of 8-inch to 14-inch pipeline, three diversion structures, three pump stations, two channel crossings and six street crossings.
- *Scope of Work:* The Tetra Tech team prepared a thorough Scope of Work that was consistent with the IRWD's objectives for the Peters Canyon Pipeline. For the diversion structure design, Tetra Tech will determine the best manner of collecting dry weather low flows that take into consideration sediment accumulation and maintenance requirements. For the street and channel crossings it has performed a preliminary evaluation of all eight crossings and will identify available options, costs, permitting issues and impacts to schedule for each. Tetra Tech demonstrated a good understanding of the permitting and easement issues and their potential impact on the project schedule.
- *Team Qualifications:* The Tetra Tech team includes a relatively small group of experienced senior-level specialists in the design of pipelines, diversion structures and pump stations. All civil, structural and electrical engineering components of the project will be performed by Tetra Tech personnel.
- *Project Experience:* The project team has designed several pipeline projects located within OCFCD channels that demonstrate a good understanding of the permitting process, key County concerns and the best approach for expediting the permit review process. These projects include (1) The OCWD's Groundwater Replenishment System Unit II pipeline, (2) The Santa Ana River Interceptor for OCSD, (3) The City of Newport Beach's Reach 3 Groundwater Development Project in Talbert Channel, and (4) SA-5 Monitoring Well Rehabilitation within the Santa Ana River right-of way.
- *Project Manager:* Tetra Tech's project manager, Tom Epperson, and the task leader, Mike Tsoi, are both professional engineers that have worked together for over 15 years on pipeline and well/pump station designs. Both have been involved in a number of successful projects for IRWD and the other participants including the Irvine Desalter Project Raw Water Conveyance Pipeline and the IDP Potable and Non-potable wells.
- *Costs:* Tetra Tech's costs were competitive and depict a level of effort that is consistent with staff's expectations for the level of complexity required for this project.

The engineering design Consultant Selection Matrix is attached as Exhibit "C". Tetra Tech's scope of work, project schedule, budget, fee schedule and team resumes are provided as Exhibit "D".

Environmental Consultant Selection:

On October 22, staff requested proposals from ESA, Dudek and LSA Associates to provide environmental consulting services for the Peters Canyon Pipeline in accordance with CEQA and NEPA guidelines. Caltrans has indicated they may receive federal funding for the project that will require environmental review in compliance with NEPA guidelines. The environmental consultant's scope of work will include preparation of a NEPA ready CEQA document in the form of an Initial Study / Mitigated Negative Declaration / Environmental Assessment (IS/MND/EA). NEPA compliance will be required in the event that federal funding is obtained by Caltrans.

All of the firms contacted submitted proposals that demonstrated their ability to perform the work. Following a careful review of the methods, experience and values associated with the proposals, staff recommends awarding the Professional Services Agreement to ESA contingent upon the approval and execution of the Agreement. Key strengths of its proposal are as follows:

- *Project Understanding:* The ESA team has a good understanding of the Peters Canyon Pipeline and the environmental issues associated with diverting stream flows that must be evaluated to achieve CEQA and NEPA compliance.
- *Scope of Work:* ESA prepared a detailed Scope of Work that includes technical studies to evaluate reduced discharges on downstream flow, biological resources, potential impacts to the San Joaquin Marsh and cultural resources. Following the completion of the technical studies, ESA will prepare an IS/MND/EA. In the event federal funding is secured and a federal lead agency is engaged, the IS/MND/EA will provide NEPA compliance.
- *Team Qualifications:* The ESA team includes a strong group of experienced environmental specialists. ESA staff will be responsible for all technical studies and report preparation for the project with the exception of paleontological activities that will be provided by the subcontractor Paleo Solutions.
- *Project Manager:* Jennifer Jacobus, the project manager, and Tom Barnes, the Project Director, will lead an outstanding team of experienced and respected environmental specialists. Both Jennifer and Tom have extensive experience in preparing complex environmental documents for IRWD including the Baker Water Treatment Plant EIR, the Wells 21, 22 and Tustin Legacy Well 1 Projects IS/MND/EA, the Strand Ranch Integrated Water Banking Project EIR and the Biosolids Handling and Energy Recovery Project EIR.
- *Costs:* ESA's proposed costs are less than the other consultants and consistent with staff's expectations for the level of complexity required for the Peters Canyon Pipeline project.

The Environmental Consultant Selection Matrix is attached as Exhibit "E". ESA's scope of work, project schedule, budget, fee schedule and team resumes are provided as Exhibit "F".

FISCAL IMPACTS:

Staff will close the Groundwater Disposal System Concept Study 11631 (3633) with approximately \$280,000. Staff requests an addition to the FY 2013-14 Capital Budget and an Expenditure Authorization of \$993,500 that will be reimbursed by the Funding Parties to provide design services, environmental review and construction support for the Peters Canyon Pipeline as shown below and in Exhibit "G". The cost for engineering design and construction support services is \$630,000. The cost to prepare environmental documentation is \$143,200. Legal assistance and staff time in the amount of \$10,000 and \$120,000 respectively are required for IRWD to manage the design and environmental assessment of the Peters Canyon Pipeline for the Funding Parties.

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
21163(4985)	\$0	\$ 993,500	\$ 993,500	\$0	\$ 993,500	\$ 993,500

ENVIRONMENTAL COMPLIANCE:

The construction and operation of the Peters Canyon Pipeline will be subject to compliance with the California Environmental Quality Act (CEQA) of 1970 (as amended), codified at California Public Resources Code Sections 21000 et. seq., and the State CEQA Guidelines in the Code of Regulations, Title 14, Division 6, Chapter 3. In addition, a National Environmental Policy Act (NEPA) complaint document will be prepared because Caltrans has indicated they may receive federal funding for the project. IRWD will be the lead agency for the development of CEQA. Caltrans will provide oversight of and approval for the NEPA compliant document.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on November 19, 2013.

RECOMMENDATION:

That the Board authorize the General Manager to execute the Peters Canyon Channel Water Capture and Reuse Pipeline Agreement with the cities of Irvine and Tustin, the OCFCD, the County and Caltrans, subject to non-substantial changes, that provides for the funding, design, environmental review, construction, operation and maintenance of the Peters Canyon Pipeline; authorize the addition of Project 21163(4985) for the Peters Canyon Pipeline to the FY 2013-14 Capital Budget in the amount of \$993,500 which will be reimbursed to IRWD by the Funding Parties; approve an Expenditure Authorization in the amount of \$993,500 for the Peters Canyon Pipeline contingent upon the execution of the Agreement; authorize the General Manager to execute a Professional Services Agreement with Tetra Tech in the amount of \$630,000 to provide engineering design services for the Peters Canyon Pipeline contingent upon the execution of the Agreement by all Project Participants; and authorize the General Manager to execute a Professional Services Agreement with ESA in the amount of \$143,200 to prepare a CEQA and NEPA document for the Peters Canyon Pipeline contingent upon the execution of the Agreement by all Project Participants.

LIST OF EXHIBITS:

Exhibit "A" – Project Location

Exhibit "B" – Peters Canyon Wash Channel Water Capture and Reuse Pipeline Project Agreement

Exhibit "C" – Design Consultant Selection Matrix

Exhibit "D" – Scope of Work for Engineering and Design Services

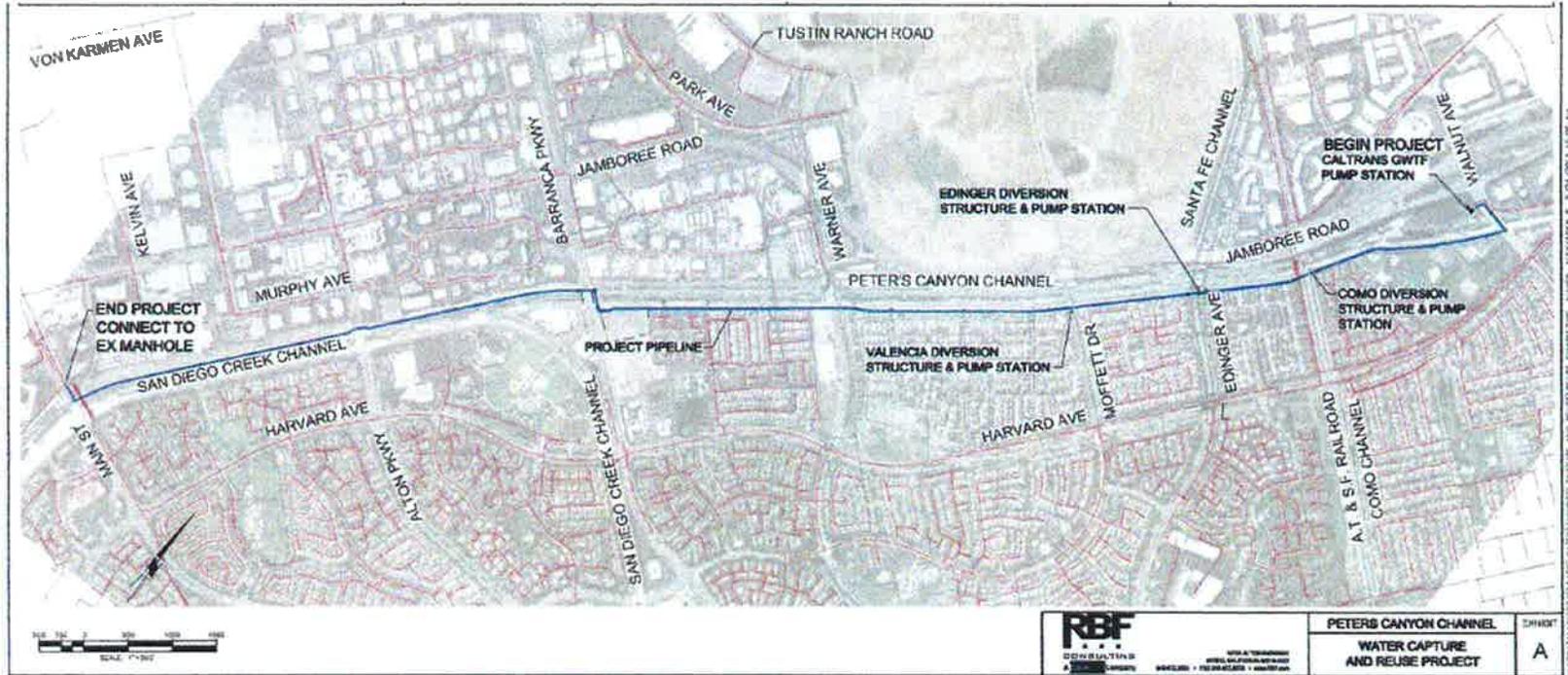
Exhibit "E" – Environmental Consultant Selection Matrix

Exhibit "F" – Scope of Work for Environmental Services

Exhibit "G" – Expenditure Authorization

Exhibit "A"

A-1



	PETERS CANYON CHANNEL		SHEET
	WATER CAPTURE AND REUSE PROJECT		A

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EXHIBIT "B"

FINAL DRAFT

**Peters Canyon Wash Channel Water Capture and
Reuse Pipeline Project Agreement**

(Including Operations and Maintenance)

Draft dated November 5, 2013, 3:08 p.m.

City of Irvine
City of Tustin
Orange County Flood Control District
County of Orange
Irvine Ranch Water District
California Department of Transportation

EXHIBIT "B"

This Peters Canyon Wash Channel Water Capture and Reuse Pipeline Project Agreement ("**Agreement**") is made as of this ____ day of _____, 2013, ("**Effective Date**") by and among **Irvine Ranch Water District**, a body corporate and politic ("**IRWD**"), **City of Irvine**, a charter city ("**Irvine**"), **City of Tustin**, a California municipal corporation ("**Tustin**"), **Orange County Flood Control District**, a body corporate and politic ("**OCFCD**"), **County of Orange**, a political subdivision of the State of California ("**County**"), and **California Department of Transportation**, an agency of the State of California ("**Caltrans**"), hereinafter sometimes individually referred to as "**Party**" or collectively as the "**Parties.**" OCFCD and County are each individually Parties to this Agreement, but are collectively referred to in this Agreement as OCFCD. Irvine, Tustin, OCFCD, and Caltrans are providing funds to pay capital costs and are individually referred to as a "**Funding Party**", and are collectively referred to as the "**Funding Parties**". OCFCD, IRWD, Irvine, and Tustin are individually referred to as an "**Excess Credit Party**", and are collectively referred to as the "**Excess Credit Parties**".

RECITALS

A. The Parties are, or may become, subject to federal and state regulations or requirements applicable to point source discharges of nitrogen and selenium, including but not limited to a Total Maximum Daily Load, and applicable provisions of dewatering permits and time schedule orders, the Municipal Separate Storm Sewer System Permit, and/or other discharge permits, waste discharge requirements, or discharge-related orders (collectively, "**Regulations**"). The Santa Ana Regional Water Quality Control Board ("**Regional Board**"), California State Water Resources Control Board ("**State Board**") and/or United States Environmental Protection Agency ("**EPA**") each have a jurisdictional role in prescribing the Regulations.

B. In order to comply with their respective Regulations, the Parties seek to develop a regional project to reduce nitrogen and selenium flows to Peters Canyon Wash Channel ("**Channel**").

C. The Funding Parties collectively have funded the Peters Canyon Channel Water Capture and Reuse Pipeline Concept Feasibility Study dated January 25, 2013 to study the technical and economic feasibility of reducing nitrogen and selenium inflows to the Channel ("**Feasibility Study**").

D. Based upon the findings of the Feasibility Study and assurances from the Regional Board regarding compliance with Regulations, the Parties have agreed to jointly design and solicit bids for the construction of a pipeline project that will capture flows from two storm drains, a side channel and the Caltrans Groundwater Treatment Facility ("**GWTF**") before they otherwise discharge into the Channel. These flows would be diverted to the Orange County Sanitation District ("**Sanitation District**"). The diversion will significantly reduce nitrogen and selenium loads within the San Diego Creek watershed. The Parties joint undertaking to study, design, plan, environmentally review, permit and potentially construct the pipeline project is

EXHIBIT "B"

more formally known as the Peters Canyon Wash Channel Water Capture and Reuse Pipeline Project (“**Project**”). Final Project improvements as owned, operated, and maintained by IRWD shall be referred to herein as the “**Pipeline**”. As more particularly presented in Exhibit A, and as described in the Feasibility Study, the Pipeline, if constructed, is expected to include three diversion structures and pump stations located near the intersection of the Channel and Como Channel, Edinger Circular Storm Drain and Valencia Storm Drain that will eliminate flows at those locations containing nitrogen and selenium. The Pipeline would not include the Caltrans existing wells or their GWTF facilities. The Project will eliminate certain point sources of nitrogen and selenium and, although not currently required by applicable Regulations, the Pipeline will also significantly reduce non-point sources of nitrogen and selenium.

E. The Parties estimate that the total cost of “**Capital Costs**” for the Project will not exceed \$8,678,611 (“**Estimated Project Cost**”). The term “**Capital Costs**” means all design and construction costs, including without limitation construction, costs for defense of CEQA/NEPA lawsuits or construction claims, project administration, including, but not limited to, accounting, inspection, surveying, compaction testing, geotechnical services and engineering, a reasonable and appropriate share of IRWD staff time, consultant costs, costs of permitting, bonds, rights-of-way acquisition, design, environmental compliance, mitigation and documentation, costs related to HM Management Activities related to HM-2 (as defined in Section 1.9), management activities, construction management, startup and testing activities, project management and legal support for design, permitting and construction of the Project. Irvine, on behalf of the Parties, has applied for and has been awarded grant funding for the Project, including a grant in the amount of \$1,000,000 from the “One Water One Watershed” Proposition 84 Grant Program administered by California Department of Water Resources (“**OWOW Grant**”), and a grant in the amount of \$3,273,105 from the Orange County Transportation Authority Measure M2 2012 Tier 2 Environmental Cleanup Program (“**OCTA Grant**”) (collectively, “**Grants**”). The terms and conditions of the OCTA Grant prevent Caltrans from benefitting from the OCTA Grant in calculating Caltrans’ liability for payment of Project costs. The terms of the OCTA Grant require matching funds in the amount of forty percent (40%) of the OCTA Grant amount, exclusive of Caltrans funding contribution. The terms of the OWOW grant require matching funds in the amount of twenty-five percent (25%) of the OWOW Grant amount. The Estimated Project Cost (which is the total Capital Costs anticipated for the Project), and the Project Capital Cost Contribution to be provided by each of the Funding Parties are set forth in Exhibit B, attached hereto. The Estimated Project Cost and each Funding Party’s Project Capital Cost Contribution may be increased only by an amendment to this Agreement.

F. Subject to compliance with applicable state and federal laws, including the California Environmental Quality Act (California Public Resources Code § 21000 *et seq.*) (“**CEQA**”) and, if federal funding is provided for the Project, subject to compliance with the National Environmental Policy Act (42 U.S.C § 4231 *et seq.*) (“**NEPA**”), the Parties will, as described in this Agreement, jointly provide: funding of Capital Costs not funded by Grants up to the Party’s respective Project Capital Costs Contribution as defined herein; and funding of the costs to operate, maintain, and repair the Pipeline when it is placed into service, including without limitation environmental mitigation maintenance and monitoring costs, and costs related to

EXHIBIT "B"

lawsuits or regulatory actions associated with the Pipeline, its operation, and any discharges into the Pipeline (including discharges of hazardous materials) that are unrelated to any Party's improper or negligent act ("**O&M Costs**").

G. The Parties further desire that, as a consideration for the Funding Parties' financial contribution to the construction, operation and maintenance of the Project, the Pipeline will be available for each of the Funding Parties to divert and discharge flows from the GWTF, Como Channel, Edinger Circular Storm Drain and Valencia Storm Drain (the "**Diversion Locations**") up to the respective capacity amounts ascribed to each of the Diversion Locations as described in Exhibit C attached hereto.

H. In seeking to comply with applicable Regulations and to provide a financing mechanism for the long-term operation of the Pipeline, the Parties desire to establish qualified offset and credit trading programs that will generate both offsets equivalent to their current collective direct contributions of nitrogen and selenium to the Diversion Locations regulated as point sources, and additional credits or allowances generated by the reduction of current non-point source nitrogen and selenium loads, which may be allocated to the Parties, and/or traded or sold to third parties at market-based rates.

I. The Parties desire to enter into this Agreement to: (i) set forth their respective rights and obligations with respect to financing of the Project and completion of the Project design, at which point, subject to all necessary approvals having been obtained and compliance with applicable state and federal laws, including CEQA and, if federal funding is provided for the Project, subject to compliance with the NEPA, the Parties will determine whether or not to proceed with construction and operation of the Project as provided for in this Agreement; and (ii) to memorialize the basis for the overall Project development and financing, including but not limited to obtaining permits from resource agencies and other government entities, design and construction of the Project, and operation and maintenance of the Pipeline, if the Parties determine to proceed with the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, and the mutual covenants and promises among the Parties hereinafter set forth, the Parties agree as follows:

EXHIBIT "B"

SECTION 1. IRWD RESPONSIBILITIES

1.1 IRWD's General Responsibilities. IRWD shall design, environmentally review, obtain all required permits (to the extent required by Section 4.4) for, and, subject to a determination by the Parties to proceed with the Project in compliance with all applicable state and federal laws, including CEQA and NEPA, shall construct, own, operate, and maintain the Pipeline developed by the Project under the terms of this Agreement. IRWD shall operate and maintain the Pipeline during the Term stated in Section 14, as it may be extended by mutual agreement of the Parties pursuant to Section 14 of this Agreement.

1.2 Environmental Review; Permitting. IRWD shall be the lead agency for purposes of CEQA. IRWD shall secure the necessary permits and rights-of-way for the Project, including operation of the Pipeline to the extent required by Sections 4.4. and 4.5. In the event that federal funding becomes incorporated into the Project, Caltrans shall be the lead agency for purposes of NEPA. IRWD shall prepare the NEPA-compliant environmental document (including, but not limited to, studies, reports, public notices, and public meeting materials, administrative drafts, and final environmental documents), and Caltrans shall provide oversight of the preparation of the NEPA compliant document. Caltrans shall determine NEPA compliance and shall provide approval for the NEPA compliant document. The NEPA document shall follow the Caltrans standard environmental reference guidance.

1.3 Design. IRWD shall cause the preparation of the necessary plans and technical specifications for the Project work ("Plans") consistent with both IRWD and OCFCD standards. If any portion of the Project is to be constructed on property owned by any Party other than IRWD or OCFCD, the plans and technical specifications also shall be consistent with such Party's standards. In case of conflict between such standards, the most stringent standard shall prevail. The Funding Parties shall have opportunities to review the Plans at the 60% and 90% submittal levels and to provide timely comments prior to submittal of the Plans to the relevant resource agencies that must issue permits for construction of the Project or operation of the Pipeline. IRWD shall address the Funding Parties' comments in the drafts. The Funding Parties shall promptly review the revised Plans and indicate their approval or disapproval of the same to IRWD. IRWD shall promptly provide each Funding Party with a reproducible copy of the Plans as well as a copy of all Project-related documents. IRWD shall be responsible for retaining all consultants necessary to prepare the Plans ("Design Consultants") in accordance with applicable law and IRWD's own procedures. In accordance with Section 8 of this Agreement, IRWD shall require and ensure that all Design Consultants retained by IRWD name each Party as an additional insured, and that such Design Consultants' indemnity, defense, hold harmless, and insurance obligations under the IRWD's agreements with the Design Consultants expressly benefit each other Party in the same manner and to the same extent as IRWD.

EXHIBIT "B"

1.4 Construction.

1.4.1 As further provided in, and subject to, Section 4.6, IRWD shall be responsible for bidding, awarding, and administering a contract for the construction of the Project in conformance with the Plans, in compliance with the terms of the Grants, and in accordance with all applicable laws governing construction of public works by IRWD. Construction of the Project shall be contingent upon approval by the Parties following: (1) satisfaction of applicable state and federal laws, including CEQA requirements, and, if federal funds are to be expended on the Project, NEPA requirements; (2) the Parties' receipt of all approvals required from any federal, state and local regulatory agency with jurisdiction over any aspect of the Project; and (3) the receipt of a binding determination from the Regional Board that the Project is a qualified offset program entitled to use Nitrogen and Selenium Offsets and/or Nitrogen and Selenium Credits (as defined in Section 7) generated by the Project to comply with the Regulations and to satisfy the regulatory responsibility of each of the Funding Parties for nitrogen and selenium discharges.

1.4.2 The Parties agree to cooperate in good faith and exercise their respective best efforts to assist the Project in complying with the "Project Schedule" set forth in Exhibit D, attached hereto, as the same may be amended and revised to meet the requirements of Project permits and approvals. In that regard, the Parties acknowledge the Project Schedule is based on a conceptual design, and thus may require modification. Additionally, certain activities, necessary to complete the Project, may result in delays to the Project Schedule, such as securing environmental certifications/approvals, permitting or Grant funding, securing rights-of-way, Force Majeure events, and obtaining necessary approvals of the Funding Parties relative to design and construction of the Project. The Funding Parties agree that to the extent such delays result in consequences, such as the loss of Grant funding, such risks are inherent in the nature of this Agreement, and the resulting costs shall be considered Capital Costs that may require additional approvals pursuant to Section 5 of this Agreement. The Funding Parties acknowledge and agree that their timely approval of any Design Change Variances or Contract Change Orders as set forth and defined in Section 4.7.1 shall be necessary to permit IRWD to efficiently manage the Project in accordance with the Project Schedule, and IRWD shall not be responsible for any delays that may occur as a result of delays or failures of the Funding Parties to act in a timely manner, or delays caused by third-parties or unforeseeable events..

1.4.3 For purposes of this Section, "**Force Majeure Event**" shall mean any of the following events that materially and adversely interferes with or increases the costs of performing IRWD's obligations hereunder, provided that such event (or the effects of such event) could not have been avoided by IRWD's use of reasonable efforts: naturally occurring events (such as landslides, underground movement, earthquakes, fires, tornadoes, hurricanes, floods, lightning, epidemics and other acts of God), HM Management Activities (see Section 1.9), explosion, sabotage or other act of war or public enemy, or change in law or regulation applicable to the Project after the date of this Agreement.

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1.4.4 In accordance with Section 8.3 of this Agreement, IRWD shall require and ensure that the construction contractor selected pursuant to Section 4.6 (“**Contractor**”) and each of the Contractor’s subcontractors name each Party as an additional insured, and that such Contractor's and subcontractors' indemnity, defense, hold harmless, and insurance obligations under the IRWD's agreement with the Contractor expressly benefit each other Party in the same manner and to the same extent as IRWD.

1.5 Operation and Maintenance. If the Project is constructed, IRWD shall operate and maintain the Pipeline from and after acceptance of the completed Pipeline solely for the exclusive, mutual use and benefit of the Parties. During the term of the Agreement, IRWD shall annually contribute O&M Costs in the amount of \$60,000 increased each year by the same percentage increase as reflected in the Consumer Price Index (All Items) for the Anaheim-Long Beach Area, published by the United States Department of Labor, Bureau of Labor Statistics, or if the same shall no longer be published, the most nearly equivalent official index published by said Bureau or its successor or equivalent government agency (“**IRWD’s O&M Contribution**”).

1.6 Suspensions. IRWD may suspend operation of the Project due to emergency or scheduled or unscheduled maintenance. IRWD shall notify the Funding Parties promptly of the occurrence of unforeseen external operating expenses, regulatory conditions or major facility failures that materially increase the O&M Costs over and above IRWD’s O&M Contribution, and shall identify the estimated additional O&M Costs, and may request that each Funding Party indicate its willingness to fund its proportionate share of such increased O&M Costs as shown in the column entitled “Flow-based Percentage” in Exhibit B. If IRWD has not received a commitment pursuant to Section 6 from the Funding Parties to fund the additional O&M Costs within 90 days of such notice, IRWD may suspend operation of the Project upon not fewer than 14 days prior written notice of suspension to the Funding Parties. During a suspension, each of the Parties will be responsible for finding and arranging an alternate means of disposal of its respective nitrogen and selenium discharges, and for payment of any fines, penalties or costs incurred by that Party as the result of a suspension. In the event of a suspension, once the cause of a suspension has been cured, IRWD shall use reasonable efforts to restore operation as soon as reasonably possible.

1.7 Cost Accounting and Invoicing

1.7.1. Grant Funding Administration. In accordance with Section 4.1, IRWD will prepare necessary documentation and coordinate with Irvine in preparation and submittal of requests for reimbursement from the Grants.

1.7.2. Invoicing. IRWD will invoice the Funding Parties for their respective Project Capital Cost Contribution set forth in Exhibit B in accordance with Section 5, and for their respective shares of additional O&M Costs pursuant to Sections 1.6 and 6.

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1.7.3. Project Funds. IRWD shall hold and apply amounts paid by the Funding Parties for Capital Costs in accordance with Section 5, and for O&M Costs in accordance with Sections 1.6 and 6.

1.7.4. Records. IRWD shall keep records and accounts of O&M Costs to be audited in accordance with Section 6.6.

1.8 Credits. In consideration of IRWD's performance of its obligations under this Agreement, in addition to recovering its out-of-pocket O&M Costs in excess of IRWD's O&M Contribution under Sections 1.6 and 6, IRWD shall receive Nitrogen and Selenium Credits, as defined and described in Section 7.1.

1.9 Hazardous Materials ("HM"). "HM-1" is defined as hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the Project or not. "HM-2" is defined as hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the Project. "HM Management Activities" is defined as management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

If HM-1 or HM-2 is found during Project implementation, IRWD will immediately notify Funding Parties. The Funding Parties are responsible for any HM-1 found within property they own to the extent provided by applicable law, and entry into this Agreement shall not cause that liability to be assumed by or transferred to any other Party. If HM-1 is discovered, the Parties will meet to determine the most cost-effective solution to deal with the HM-1 including, but not limited to, changes to the Project. Unless otherwise mutually agreed by the Parties, other Parties shall not be responsible for the cost of HM Management Activities related to HM-1 on another Party's property, if any. If HM-2 is found within Project limits, IRWD will be responsible for HM Management Activities related to HM-2 within the Project limits.

SECTION 2. PIPELINE CAPACITY

2.1 The Pipeline will be constructed to have an approximate minimum flow capacity of 1,621 gallons per minute (gpm), based upon the good faith estimates provided by each of the Funding Parties.

2.2 As a consideration for the financial contribution by the Funding Parties to the construction, operation and maintenance of the Project and the Pipeline, IRWD shall permit Caltrans, Irvine, Tustin and OCFCD to divert and discharge flows from the GWTF, Como Channel, Edinger Circular Storm Drain and Valencia Storm Drain, at a minimum in the capacity amounts described in Exhibit C for each Diversion Location, at no additional cost other than what is provided for in this Agreement.

2.3 Subject to compliance with applicable law and permit requirements, each of the Funding Parties shall be entitled to discharge into the Pipeline so long as the Pipeline remains in

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service pursuant to Section 14. If the collective amount of flow to the Pipeline is ever anticipated to exceed its maximum flow capacity, the Funding Parties shall meet and confer to equitably allocate the available capacity, taking into consideration Regulations applicable to each and all of the Funding Parties.

SECTION 3. ALLOCATION OF COST-SHARE PERCENTAGES

The Estimated Project Cost shall be allocated among the Parties as set forth in the Exhibit B column entitled "Project Capital Cost Contribution". Further, Exhibit B sets forth the partners in the Grants, and the role of the Grants in funding the Project. Annual O&M Costs above the IRWD O&M Contribution shall be allocated among the Funding Parties upon unanimous agreement of the Funding Parties in accordance with Sections 1.6 and 6 and at the same percentages as set forth in Exhibit B, the column entitled "Flow-based Percentage". The "Total Project Contribution" values for each Party represent that Party's contribution to the Project as set forth in Exhibit B, and shall include the values set forth in "Project Capital Cost Contribution" and the values set forth in "IRWD O&M Contribution" for the duration of this Agreement. The Parties acknowledge and agree that the values set forth in "Project Capital Cost Contribution", "IRWD O&M Contribution" and "Flow-based Percentage" reflect a fair and reasonable allocation of Capital Costs and O&M Costs based upon the information available on the Effective Date, notwithstanding the fact that IRWD's O&M Contribution may vary from the estimate set forth in Exhibit B, and/or each Party's actual responsibility for discharges under applicable Regulations may vary from year to year during the Term.

SECTION 4. PROJECT WORK AND REVIEW

4.1. Grant Funding. Consistent with Recital E, above, as the nominal "grantee", Irvine, will administer the Grants that it has obtained for the Project on behalf of the Parties. IRWD will prepare necessary documentation of costs and coordinate with Irvine in preparation and submittal of requests for Grant reimbursement consistent with the relevant Grant agreements. As set forth and defined in Section 5.3, IRWD shall hold the First Installment and the Second Installment in the Project Fund upon payment of the installments by the Funding Parties. Beginning in July 2014, upon receipt of any Grant funds, Irvine shall promptly transfer said funds to IRWD. If any Grant funds are received prior to expenditure and not as a reimbursement, IRWD shall hold the funds in the Project Fund (as set forth and defined in Section 5.3). If, because of the reimbursement terms of a Grant, there are not sufficient funds available in the Project Fund to timely pay the cost of any approved Project invoice incurred by IRWD with respect to the Project, IRWD shall pay such invoice for the account of the Funding Parties and the amounts advanced by IRWD shall be reimbursed by the Grant funds as soon as they are available and provided by Irvine to IRWD for use.

Upon IRWD's receipt of Grant funds to repay any costs of the Project advanced by IRWD for the account of the Funding Parties pursuant to this Section 4.1, IRWD shall calculate interest on the amount advanced for the total number of days that the advance remained outstanding until repayment, which interest shall accrue at the same rate that IRWD earns on its

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general fund for the period that such funds are outstanding. Such interest shall be allocated to and paid as Capital Costs by the Funding Parties up to the specified not-to-exceed monetary amount for the Party's Project Capital Cost Contribution in accordance with the percentage of Estimated Project Cost represented by each Party's Project Capital Cost Contribution set forth in Exhibit B. In the event that interest assessed under this Section would cause an exceedance of any Party's Project Capital Cost Contribution set forth in this Agreement, an amendment to this Agreement is required to increase such Project Capital Cost Contribution. The Funding Parties shall act in good faith and shall not unreasonably refuse to amend this Agreement to increase their respective Project Capital Cost Contributions as reasonably required to fund Capital Cost increases necessary to pay interest due to IRWD under this Section 4.1.

Upon establishing the amount of interest that may be properly allocated to and paid as Capital Costs by the each of the Funding Parties on amounts advanced by IRWD in accordance with this Section, including and completion of any amendment to this Agreement required for payment of such interest pursuant to this Agreement, IRWD shall invoice the Funding Parties for their respective shares of interest accrued hereunder. Such invoices shall be due and payable upon receipt by the Funding Party, and shall be delinquent if not paid within 45 days after receipt. Interest shall accrue on the portion of any payment that remains delinquent, which interest shall be calculated on the outstanding delinquent balance at the same rate that IRWD earns on its general fund for the period that such delinquency continues, and the delinquent Party's right to use the Pipeline and Nitrogen and Selenium Offsets and/or Nitrogen and Selenium Credits generated by the Project shall be suspended until such delinquent payment is made in full, together with payment of any unpaid interest accrued on any portion of the delinquent payment outstanding.

4.2. Project Work. A preliminary schedule of Project work is set forth in Exhibit D, the Project Schedule. The Project consists of two phases: "**Phase 1**" – design, completion of environmental review, including development of mitigation measures and projected associated costs, and attainment of all regulatory approvals, and right-of-way, regulatory and entry permits; and "**Phase 2**" – construction of the Pipeline.

4.3 Project Representatives. The IRWD General Manager, Irvine City Manager, Tustin City Manager, Orange County Director of Public Works, and Caltrans Director, or their respective designated representatives, (each separately a "**Project Representative**") shall be authorized to implement this Agreement on behalf of the Parties. Whenever a reference is made herein to an action or approval to be undertaken by a Party, the Project Representative is authorized to act on behalf of such Party unless specifically provided otherwise or the context requires otherwise.

4.4. Permitting & Environmental Certification (Phase 1). IRWD shall be the lead agency for purposes of CEQA, shall prepare the necessary environmental documents for the Pipeline and shall undertake to secure all necessary resource agency permits for construction, operation and maintenance of the Pipeline, except for any permits that must by their nature be

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secured by another Party. In the event that federal funding becomes incorporated into the Project, Caltrans shall be the lead agency for purposes of NEPA.

4.4.1 The Parties shall comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements obtained for the Project as those commitments and conditions apply to each Party's responsibilities under this Agreement. Notwithstanding the foregoing sentence, each Party shall review and approve all permit conditions and other resource agency approvals that affect the operation of the Pipeline, construction of the Pipeline within its own property, and such Party's compliance with applicable Regulations.

4.5 Right-of-Way. In order to reduce Project costs, and subject to compliance with all permits and regulatory approvals, OCFCD, Tustin, Irvine and Caltrans shall allow the Project to be constructed, operated and maintained during the Term within their respective properties. Prior to the construction of the Project, IRWD shall obtain permits from OCFCD, Burlington Northern Santa Fe, LLC, Tustin, Irvine, Caltrans and private land owners for use of their respective properties for Pipeline right-of-way. OCFCD, Tustin, Irvine and Caltrans shall waive any costs or fees with respect to the permits. The terms and conditions of the permits shall be consistent with this Agreement, and in the case of a conflict, the terms and conditions of this Agreement shall control. The Parties acknowledge that the main purpose of OCFCD property used for Pipeline right-of-way is for flood control purposes. If future circumstances necessitate relocation of the Pipeline, or if design requires additional right-of-way for the Project beyond that anticipated to be provided by OCFCD, Tustin, Irvine and/or Caltrans, the Parties shall meet and confer in good faith to identify a preferred location for such relocation or additional right-of-way within land that is owned by one or more of the Parties. Costs of relocation shall be the responsibility of the Funding Parties, and shall be allocated among the Funding Parties pursuant their mutual agreement.

4.6. Construction (Phase 2).

4.6.1 If the Parties have determined to move forward with the Project (after compliance with CEQA and/or NEPA (if applicable)), then, upon final approval of the Plans per Section 1.3, certification and approval of all necessary environmental documents, approval by all of the Parties of associated mitigation requirements, receipt of all regulatory agency approvals, and confirmation that the twenty percent (20%) contingency built into the Estimated Project Cost remains in full, then IRWD shall advertise a contract for construction of the Project for formal bids per applicable sections of the California Public Contracts Code. IRWD shall not advertise a contract for construction of the Project without the unanimous approval of all Project Representatives. The Funding Parties shall have the opportunity to review all bids. If the lowest responsive and responsible bid would cause the Estimated Project Cost shown in Exhibit B (which includes the 20% contingency amount) to be exceeded, then the Funding Parties shall meet and confer and mutually agree by unanimous vote whether (i) IRWD should award a contract for construction of the Project to the lowest responsive and responsible bidder, (ii) IRWD should reject all bids and re-bid the Project, or (iii) to terminate this Agreement.

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4.6.2 If all conditions precedent to construction of the Project set forth in this Agreement have been satisfied, IRWD shall award a construction contract to the lowest responsive, responsible bidder (“Contractor”).

4.7 Design Change Variances and Contract Change Orders.

4.7.1 Approval by the respective Project Representatives shall be required for any material design change variance in Phase 1 or a material change variance to the environmental or design consultant contracts for construction support in either Phase 1 or 2 (“Design Change Variance”), or any material construction contract change order in Phase 2 (“Contract Change Order”). Subject to Sections 4.7.7 and 5.3, such decisions of the Project Representatives shall require a majority vote of the Project Representatives, with each Project Representative having a vote weighted according to the Exhibit B “Flow-based Percentage” of the Funding Party he or she represents.

4.7.2. Reserved

4.7.3 A Design Change Variance shall be “material” if it would reduce the flow capacity of the Project below 1,621 gpm, or would reduce the Nitrogen and Selenium Offsets or the Nitrogen and Selenium Credits (as defined in Section 7) to be generated by the Project, or would increase the cumulative total of not-to-exceed amounts established in the Phase 1 contracts by 10 percent or more; or would increase total Capital Costs for all Parties, combined, by \$60,000 or more; or would cause the total Capital Costs to exceed the Estimated Project Cost. If such Design change Variance would cause an exceedance of the Estimated Project Cost, it must be approved as set forth in Sections 4.7.7 and 5.3.

4.7.4 A Contract Change Order shall be “material” if it would reduce the flow capacity of the Project below 1,621 gpm, or would reduce the Nitrogen and Selenium Offsets or the Nitrogen and Selenium Credits to be generated by the Project, or would increase the Capital Costs by 10 percent or more of the Contractor's bid amount, or would cause the total Capital Costs to exceed the Estimated Project Cost. If such Contract Change Order would cause an exceedance of the Estimated Project Cost, it must be approved as set forth in Sections 4.7.7 and 5.3.

4.7.5 Upon the issuance of a Contract Change Order in an amount that, together with the amount of previously issued change orders, exceeds 10 percent the Contractor's bid amount in the aggregate as calculated since the award of the contract, IRWD shall provide written notification to the Funding Parties for approval of each individual Contract Change Order that exceeds \$100,000, which shall be deemed to be “material” and shall require approval of the Project Representatives as set forth in Section 4.7.1 above, unless such change order would cause the exceedance of the Estimated Project Cost, in which case such change order shall be approved pursuant to Sections 4.7.7 and 5.3.

4.7.6 Subject to, and without limiting the rights of the Parties pursuant to Section 8 of this Agreement, all additional charges to which the Design Consultant or

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Contractor is entitled pursuant to the terms of the design, construction support, construction management, or construction contracts that are incurred as a result of the Parties' delay in the approval of a Design Change Variance, Contract Change Order, or any amendment to this Agreement will be included in Capital Costs.

4.7.7 Notwithstanding any other provision of this Agreement, any Design Change Variance or Contract Change Order that would cause the total Capital Costs to exceed the Estimated Project Cost will require an amendment to this Agreement approved by all Parties as set forth in Section 5.3. In the event the Parties are unable to reach an agreement on an amendment to approve a required Design Change Variance or Contract Change Order within 90 days after any requested Design Change Variance or Contract Change Order, or within 30 days after the express rejection of any requested Design Change Variance or Contract Change Order by a Funding Party, IRWD shall be permitted to take the following actions with respect to third party Phase 1 and Phase 2 contracts affected by the Design Change Variance or Contract Change Order:

- (i) IRWD shall be permitted to continue with construction without the inclusion of the proposed Design Change Variance or Contract Change Order; or
- (ii) IRWD, upon a majority vote of the Parties, may terminate third party contracts (which exclude this Agreement).

The Funding Parties, and not IRWD, shall be responsible for all costs and fees, including legal fees, associated with construction delays or the termination of third party Phase 1 or Phase 2 contracts due to failure of the Funding Parties to approve Design Change Variances or Contract Change Orders, and such costs shall be considered Capital Costs as defined in Recital E of this Agreement.

4.7.8 During construction, IRWD shall provide access to the Project site for purposes of inspection by any Party authorizing use of its property for Pipeline right-of-way, to ensure that the Project work is being performed in accordance with the approved Plans.

4.7.9 Prior to IRWD's acceptance of the Pipeline, each Project Representative shall arrange a walk-through to promptly review the improvements and provide any comments. Upon satisfaction of the comments, Project Representatives shall provide written approval and acceptance of the Pipeline. The Funding Parties' review and approval shall be finalized within fourteen (14) days from the time the Funding Parties receive IRWD's written notice of completion of the Pipeline. Written approval shall only be withheld for work not completed in accordance with the Plans.

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SECTION 5. PROJECT CAPITAL COSTS

5.1 Each Funding Party agrees to pay its Project Capital Cost Contribution, up to the not-to-exceed amount specified in Exhibit B to fund Capital Costs. The Parties further agree that funding received from the Grants shall be applied as stated in Exhibit B

5.2 IRWD will invoice the Funding Parties for their respective Project Capital Cost Contribution set forth in Exhibit B in two installments, as provided in this Section. The first installment will fund the Capital Costs of Phase 1 of the Project, in the amount of \$ 1,000,000 ("**First Installment**") and will be paid by Irvine, Tustin, and OCFCD/County. The second installment will fund the remaining Capital Costs for Phase 2 of the Project as determined by the Contractor's bid, less the aggregate amount of the Grants and less any balance of the First Installment that was not expended for Phase 1 ("**Second Installment**"). The Second Installment will be paid by all Funding Parties in accordance with their respective Project Capital Cost Contribution. IRWD shall invoice Irvine, Tustin, and OCFCD/County for the First Installment following execution of this Agreement by all of the Parties. IRWD shall invoice the Funding Parties for the Second Installment upon award of the construction contract.

5.3 IRWD shall hold the Grant Funds, and the amounts paid by the Parties as the First Installment and the Second Installment in a separate account designated for the Project ("**Project Fund**"), and shall pay Capital Costs out of the Project Fund. IRWD shall provide each Party with a monthly statement of activity with respect to the Project Fund on or before the 10th day of each month for the immediately preceding month. Interest accrued on the Project Fund shall be for the benefit of the Project Fund. In the event of any change in the Project approved by the Parties with respect to which an increase in the Project Fund is reasonably required, IRWD shall invoice each Party for its allocated share of such Capital Cost change in accordance with such Party's Project Capital Cost Contribution set forth in Exhibit B, up to the specified not-to-exceed amount. In the event of a reduction in Grants funding, or an increase in Capital Costs (due to Design Change Variances, Contract Change Orders, or other factors) that would cause an exceedance of the Funding Parties' respective Project Capital Cost Contribution amount as specified in Exhibit B, which values are not-to-exceed amounts, the Funding Parties shall not be required to pay the invoice until this Agreement is mutually amended by the Parties. The Project Capital Cost Contribution amounts can be increased only by an amendment to this Agreement. The Funding Parties shall act in good faith and shall not unreasonably refuse to amend the Agreement to increase their respective Project Capital Cost Contribution as reasonably required to fund Capital Cost increases or Grant funding reductions.

5.4 A final reconciliation and detailed accounting report will be provided by IRWD upon completion of the Project work. Any excess funds remaining in the Project Fund after completion of the Pipeline, minus any unexpended Grant funds, shall be reimbursed to the Parties pro rata in accordance with their respective Exhibit B Flow-based Percentages within forty-five (45) days of Project completion. Notwithstanding the foregoing, unexpended Grant funds shall only be disbursed according to the Grant requirements. Subject to Sections 4.7.7 and

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5.3, IRWD shall invoice the Funding Parties for any shortfall in funding of Capital Costs in accordance with their respective Flow-based Percentages set forth in Exhibit B.

5.5 All invoices issued pursuant Sections 5.2, 5.3 and 5.4 shall be payable when received by the Party, and a Funding Party's payment shall be delinquent if such Funding Party fails to pay the invoice within forty-five (45) days thereafter. If any Party does not make timely payment(s) after being invoiced as set forth in this Section 5, such Party's right to use the Pipeline and Nitrogen and Selenium Offsets and/or Nitrogen and Selenium Credits generated by the Project shall be suspended until such payment is made in full, together with payment of any unpaid interest accrued on the portion of the delinquent payment that remains outstanding, calculated as set forth in Section 4.1.

SECTION 6. OPERATION AND MAINTENANCE COSTS

6.1. General. The O&M Costs shall be determined on the basis of Pipeline-specific operational criteria or limitations, to be established in connection with the Funding Parties' approval of the Project's final design. IRWD shall contribute toward O&M Costs the IRWD O&M Contribution during each year of Pipeline operation. The balance of the O&M Costs above the IRWD O&M Contribution in any year shall be shared by the Parties in accordance with their respective Exhibit B "Flow-based Percentage", provided all Parties have agreed to their respective contribution to additional O&M Costs as described in Section 6.2. Caltrans will require a "**Supplemental Agreement**" before committing funds for additional O&M Costs. A "**Supplemental Agreement**" is a short document signed by an authorized agent of Caltrans that authorizes the funding of any O&M Costs contributed by Caltrans for that fiscal year. Any unused amount of IRWD's O&M Contribution shall be carried over from year-to-year and shall be applied to pay any O&M Costs above the annual IRWD O&M Contribution in any given year before allocating any annual O&M costs to the Funding Parties pursuant to this Section and Section 6.2. O&M Costs shall include both fixed costs that do not vary with the quantity of water diverted by the Pipeline, and variable costs that vary with the quantity of water diverted.

6.2. Fixed and Variable O&M Costs. Annually, by November 15 of each year, IRWD shall prepare a budget for fixed and variable O&M Costs for the next budget year (July 1 – June 30) for review and approval by the Parties. The proposed budget shall indicate the balance, if any, of IRWD's O&M Contribution from prior years that is available to pay O&M Costs for such budget year. Variable O&M Costs, such as the cost of electricity, for all years after the first year of operations shall be estimates based on O&M Costs incurred in previous years. Approval of the budget for O&M Costs shall require unanimous approval of all Funding Parties. IRWD shall provide the Funding Parties with a monthly statement of O&M Costs, indicating variance from the budget. If the approved annual budget for a year exceeds the IRWD O&M Contribution plus any unexpended amounts from IRWD's O&M Contribution remaining from prior years, IRWD shall invoice the Funding Parties for the excess in accordance with their respective "Flow-based Percentage."

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If during the course of a budget year it becomes evident that O&M Costs are higher than budgeted, IRWD may notify the Funding Parties of the need for a reasonable supplement to cover such overage if carry-over funds are not available. In such event, IRWD shall promptly notify the Funding Parties pursuant to Section 1.6, and shall meet and confer with them to address the reasons for any such O&M Cost overruns and implementation of any necessary O&M Cost controls. IRWD shall not invoice an increase in O&M Costs without (i) first applying any O&M unexpended amounts from the IRWD O&M Contribution remaining from prior years to fund or reduce the cost overrun; and (ii) obtaining the prior unanimous written approval of the Funding Parties, including a Supplemental Agreement from Caltrans for that fiscal year. In the second and each subsequent budget year, any excess/shortfall in funds for O&M Costs from the preceding budget year's deposits shall be subtracted from/added to the current invoice or otherwise addressed as determined by the Funding Parties by unanimous approval.

If the Funding Parties fail to approve a budget or supplemental request for O&M Costs for ninety (90) days after submission to the Funding Parties, IRWD may suspend operation of the Pipeline as set forth in Section 1.6 above if IRWD timely notifies the Funding Parties that (i) the failure of the Funding Parties to approve a budget for O&M Costs is continuing and IRWD has exhausted the IRWD O&M Contribution and any unused amount of the IRWD O&M Contribution carried over from prior years, or (ii) any Project or Pipeline permit or approval required to operate the Pipeline cannot be obtained, renewed and/or extended.

IRWD's rights to be reimbursed for funds advanced by IRWD to pay for budgeted O&M Costs or O&M Costs exceeding the IRWD O&M Contribution prior to any suspension of this Agreement, including all reasonable IRWD staff time, legal fees and settlement charges incurred by IRWD in terminating active Project contracts, shall survive such suspension.

6.3 Invoices. Each Funding Party agrees to pay its Flow-based Percentage of the O&M Cost above IRWD's O&M Contribution as reflected in a budget or supplemental request, if such budget or supplemental request is approved according to Section 6.2. Each Funding Party's share of O&M Costs approved as a result of a budget request for the budget year shall be payable by each Funding Party in one annual payment, and shall be payable upon receipt by the Party from IRWD of an invoice, and shall be delinquent if not paid forty-five (45) days after receipt of the invoice. Caltrans' share of the O&M Costs for the budget year shall at no instance exceed \$12,000 without an amendment to this Agreement. Each Funding Party shall pay invoices presented to it as a result of approval of a supplemental request for O&M Costs under Sections 1.6 and 6.2 shall be payable upon receipt by the party, and shall be delinquent if not paid within forty-five (45) days after receipt of the invoice. In the event that a Party fails to pay the invoiced and previously approved additional O&M Cost charges within the period specified, the Party shall be assessed interest as set forth in Section 4.1 above until the total outstanding charges and unpaid interest are paid in full.

6.4 Sanitation District Disposal Charges. The Parties intend to utilize Sanitation District's Urban Runoff Diversion Program. Per Resolution Number OCSD 13-09, Sanitation

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District can accept eligible discharges up to 10 million gallons per day at no cost. If in the future Sanitation District imposes charges for any portion of the discharge of Pipeline flow, each Party shall be responsible for charges allocable to its own metered flow into the Pipeline. Irvine, Tustin and OCFCD shall have shared responsibilities for the metered flows from Como Channel, Valencia Storm Drain and Edinger Circular Storm Drain and shall meet and confer to allocate to each such Party an agreed-upon share of the disposal costs from these Diversion Locations. Caltrans shall be responsible for charges for metered flows from the GWTF.

6.5. Overhead. All O&M Costs allocated to the Parties under Sections 1.5, 1.6 and this Section 6 shall include the cost of IRWD labor and equipment, determined on a time and materials basis, using the actual number of man-hours and equipment-hours required (including travel time to and from IRWD facilities), multiplied by the applicable rates for the crew members and equipment deployed. After-hours services (defined as between 4:00 p.m. on a working day and 6:30 a.m. on the next following working day; "working day" shall exclude Saturdays, Sundays and IRWD-designated holidays) will be charged at time and a half. The equipment rates effective upon the execution of this Agreement are set forth in Exhibit F, attached hereto and incorporated herein, and thereafter are subject to adjustment in accordance with standard IRWD practices, without the need for an amendment to this Agreement.

The labor rates are comprised of a direct component that is adjusted periodically whenever IRWD's Board of Directors approves a salary schedule adjustment (generally, one cost of living adjustment and one competitive wage adjustment each year), and an indirect (general and administrative overhead or "G&A") component. The G&A component includes a "Benefits Burden" and a "Contract Burden." A "Total Benefits and Contract Burden Rate" of 78.6 percent shall remain in effect through December 31, 2015, and thereafter is subject to adjustment as unanimously agreed to by the Parties at five (5) year intervals.

Such Total Benefits and Contract Burden Rate shall be applied for each IRWD employee used for Pipeline operations and maintenance:

Labor Rate =

base hourly salary + [base hourly salary X (Total Benefits and Contract Burden Rate)]

Services contracted by IRWD to others and/or materials used shall be at IRWD's direct cost and shall not include an IRWD indirect G&A component.

6.6 Records. IRWD shall keep appropriate records and accounts of all O&M Costs. Said records and accounts shall be provided by IRWD to the Parties annually, in advance of the preparation of the annual budgets, and shall be subject to reasonable inspection by any authorized representative of any Party at its expense and by any Grant funding authority. Further, said accounts and records shall be audited annually by an independent certified public accounting firm appointed by IRWD pursuant to generally accepted auditing standards as part of IRWD's annual audit process.

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SECTION 7. ALLOCATION OF NITROGEN AND SELENIUM LOAD REDUCTIONS

7.1 Nitrogen and Selenium Removal Credits.

7.1.1 As part of the Project and qualified offset program, the Parties intend to divert nitrogen and selenium to the Pipeline and generate reductions in nitrogen and selenium loads ("**Total Load Reductions**") that can be used by the Parties, traded among the Parties, or collectively traded or sold to a third party to establish compliance with applicable Regulations for a period of time to be determined by the Parties in consultation with the Regional Board (the "**Compliance Period**").

7.1.2 "**Nitrogen and Selenium Offsets**" are those Total Load Reductions (measured in pounds) attained during the Compliance Period as a result of the diversion to the Pipeline of a Party's discharge that is both: (i) directly discharged from the GWTF, Como Channel, Edinger Circular Storm Drain, or Valencia Storm Drain to the Pipeline; and (ii) subject to point source Regulations.

7.1.3 "**Nitrogen and Selenium Credits**" are those Total Load Reductions (measured in pounds) attained during the Compliance Period determined by calculating the difference between Total Load Reductions attained by the Pipeline minus Nitrogen and Selenium Offsets.

7.1.4 For each Compliance Period, the Parties shall calculate the Total Load Reductions attained by the Pipeline (measured in pounds of selenium and nitrogen) based on discharge concentration and flow data measured at each Diversion Location. All Total Load Reductions will be held collectively by the Parties.

7.1.5 For each Compliance Period, Total Load Reductions shall be allocated by the Parties as follows:

- i. First, Selenium and Nitrogen Offsets will be allocated to appropriate Parties as necessary for those Parties to establish compliance of their direct discharges to the Pipeline with applicable point source Regulations.
- ii. Then, the Excess Credit Parties will meet and confer regarding the remaining available Selenium and Nitrogen Credits, and those discharges that may require Selenium and Nitrogen Credits for purposes of establishing regulatory compliance, and the efficient and equitable use of available Selenium and Nitrogen Credits for establishing regulatory compliance of the Excess Credit Parties. For each Compliance Period, the Excess Credit Parties will first allocate sufficient Selenium and Nitrogen Credits among the Excess Credit Parties as necessary to establish compliance with applicable Regulations for their discharges within the San Diego Creek

EXHIBIT "B"

watershed (including the San Joaquin Marsh complex) up to the total available Selenium and Nitrogen Credit amount. In any given Compliance Period when the total amount of Selenium and Nitrogen Credits needed by Excess Credit Parties for compliance exceeds the amount of Selenium and Nitrogen Credits available, the Selenium and Nitrogen Credits will be allocated up to the amount required by each Excess Credit Party in accordance with the percentages shown for each Excess Credit Party in the column of Exhibit E entitled "Excess Credit Party Share".

- iii. Any Selenium and Nitrogen Credits not used by the Excess Credit Parties pursuant to subsection (ii) above ("Excess Credits") will be available to the Excess Credit Parties as a group for third party trading or sale. Proceeds from the trading or sale of any Excess Credits will be held in common by the Excess Credit Parties and used for their benefit.

7.2 Excess Credits.

7.2.1 The Excess Credit Parties shall develop mutually acceptable terms and conditions for third party trades or sales of Excess Credits that are consistent with the principles in this Agreement. These terms and conditions shall be developed by the Excess Credit Parties concurrently with future development of the third party credit trading program described in the 2013 BMP Strategic Plan for the Santa Ana-Delhi and San Diego Creek Sub-watersheds.

7.2.2 The Excess Credit Parties shall only sell or trade Excess Credits jointly. The proceeds from trade or sale of Excess Credits to third parties shall be held in common for the benefit of the Excess Credit Parties. The Excess Credit Parties shall agree by majority vote (with each voting Party's vote being weighted by that Party's "Excess Credit Party Share" as shown in Exhibit E) on the terms and conditions for any trades or sales of Excess Credits. Uses by the Excess Credit Parties of sale or trade proceeds shall be limited by any applicable requirements of the Grants.

7.3 Regulatory Considerations. The use, trading or sale (as applicable) of Nitrogen and Selenium Offsets, Nitrogen and Selenium Credits, and Excess Credits for purposes of regulatory compliance is governed by the State Board, the Regional Board, and EPA. Should the Regulations for any Party change, or should this Section 7 be determined by a regulatory agency or court with jurisdiction to be inconsistent with federal or state law, the Parties shall meet and confer to amend this Section 7 in a manner that the Parties agree is best suited to attaining compliance with the Parties' regulatory obligations, including those regulatory obligations resulting from any changed Regulations or other legal requirements.

EXHIBIT "B"

SECTION 8. INDEMNIFICATION; INSURANCE

8.1 In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, each Party, pursuant to the authorization contained in Sections 895.4 and 895.6 of the Government Code, hereby agrees to and shall indemnify and hold harmless the other Parties as provided in this Section.

8.2 IRWD shall assume the defense of, indemnify and hold harmless the other Parties and each of their officers, employees and agents from and against any and all actions, damages, liability or claims for death, injury, loss, damage or expense to persons or property arising from or related to, or claimed to have arisen from or be related to, the improper or negligent acts or omissions of IRWD in the environmental compliance, design, construction, replacement, use, operation, maintenance, and/ or repair, of the Pipeline, or result from IRWD's breach of its obligations under the Agreement, except to the extent such actions, damages, claims, losses, expenses or liabilities have arisen from or relate to the improper or negligent acts or omissions of the indemnified Party, or result from such Party's breach of its obligation under the Agreement.

8.3 IRWD shall require and ensure that the environmental consultants and mitigation agents, Design Consultants, the Contractor, and all subcontractors of those persons and entities shall name each Party as an additional insured and that the Project Design Consultants', Contractor's, and all subcontractors' indemnity, defense, hold harmless and insurance obligations under all applicable agreements with IRWD benefit the Parties in the same manner and to the same extent as IRWD. With respect to operation and maintenance of the Pipeline, IRWD shall maintain in full force and effect appropriate public liability and property damage insurance and shall add the names of the Parties, their officers, agents and employees to such policies as additional insureds. A proportionate amount of IRWD's cost of insurance relative to the operation and maintenance of the Pipeline as herein provided shall be included within the fixed O&M Costs.

8.4 Each of the Parties other than IRWD shall assume the defense of, indemnify and hold harmless the other Parties and each of their officers, employees and agents from and against any and all actions, damages, liability or claims for death, injury, loss, damage or expense to persons or property arising from or related to, or claimed to have arisen from or be related to, the improper or negligent acts or omissions of, or result from the breach of this Agreement by, such Party in connection with its participation in the Project or use of the Pipeline, except to the extent such actions, damages, claims, losses, expenses or liabilities have arisen from the improper or negligent acts or omissions of, or result from the breach of this Agreement by, the indemnified Party. If judgment is entered against all the Parties by a court of competent jurisdiction because of the concurrent active negligence or improper acts of one or more Parties, the Parties agree that liability will be apportioned as determined by the court. No Party shall request a jury apportionment.

EXHIBIT "B"

SECTION 9. SUCCESSORS AND ASSIGNS

This Agreement shall inure to and be for the benefit of the successors and assigns of the Parties hereto. A Party shall not assign or delegate its responsibilities or performance under this Agreement, nor any part thereof, without the prior written consent of the non-assigning Parties. Such consent shall not be unreasonably withheld. IRWD shall not assign, convey or encumber its interest in the Pipeline without the express unanimous written consent of the Parties. Any purported assignment, conveyance or encumbrance of the Pipeline without such unanimous written consent shall be null and void. In the event of any assignment, conveyance, and/or encumbrance of their respective interests in the Pipeline right-of-way that they own, Caltrans, OCFCD, Tustin, and Irvine shall provide the other Parties three (3) months' notice of any proposed assignment, conveyance and or encumbrance of such right-of-way, and the Parties shall meet and confer to ensure that the Pipeline remains operational.

SECTION 10. ATTORNEY'S FEES

In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the Parties shall each bear their own attorney's fees, costs and expenses.

SECTION 11. ENTIRE AGREEMENT; INTERPRETATION; AMENDMENT, GOVERNING LAW; EXECUTION IN COUNTERPARTS

This Agreement and the Exhibits, as it may be amended from time to time, constitutes the entire agreement between the Parties hereto and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. California law shall govern the interpretation of this Agreement. Any action or proceeding brought to enforce the Agreement, or related to the Agreement, shall be brought in Orange County, California, notwithstanding the provisions of California Code of Civil Procedure Section 394. Any amendment to this Agreement shall be made in writing and signed by all of the Parties hereto. This Agreement shall be construed as if prepared by all Parties hereto. The Agreement and any amendment hereto may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 12. WAIVER OF JURY TRIAL

Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.

EXHIBIT "B"

SECTION 13. NOTICES

Any notices given pursuant to the Agreement or regarding matters contained within this Agreement shall be deemed delivered upon personal delivery or five (5) days after deposit in the United States Mail, first class, postage prepaid, addressed to the Project Representative of each Party at the address included in the signature section. Notice under this Agreement shall be given to each Party using the following contact information, unless any Project Representative gives notice of a change in Project Representative or contact information pursuant to this Section, in which case the new information shall be substituted for the information set forth in this Section.

<p>Irvine Ranch Water District</p> <p>Attn: Paul Cook General Manager</p> <p>Address: 15600 Sand Canyon Avenue Irvine, CA 92618</p> <p>Phone: (949) 453-5300</p> <p>Fax: (949) 453-1228</p> <p>Email: cook@irwd.com</p>	<p>City of Irvine</p> <p>Attn: Amanda Carr Water Quality Administrator</p> <p>Address: P.O. Box 19575 Irvine, CA 92623-9575</p> <p>Phone: (949) 724-6315</p> <p>Fax: (949) 724-6490</p> <p>Email: acarr@cityofirvine.org</p>
<p>City of Tustin</p> <p>Attn: Director of Public Works/City Engineer</p> <p>Address: 300 Centennial Way Tustin, CA 92780</p> <p>Phone: (714) 375-3150</p> <p>Fax: (714) 734-8991</p> <p>Email: dstack@tustinca.org</p>	<p>County of Orange</p> <p>Attn: Mary Anne Skorpanich Orange County Watersheds Manager</p> <p>Address: 2301 N. Glassell St. Orange, CA 92865</p> <p>Phone: (714) 955-0601</p> <p>Fax:</p> <p>Email: Maryanne.skorpanich@ocpw.ocgov.com</p>
<p>Orange County Flood Control District</p> <p>Attn: Mary Anne Skorpanich Orange County Watersheds Manager</p> <p>Address: 2301 N. Glassell St. Orange, CA 92865</p> <p>Phone: (714) 955-0601</p> <p>Fax:</p> <p>Email: Maryanne.skorpanich@ocpw.ocgov.com</p>	<p>California Department Of Transportation</p> <p>Attn: Tifini Tran, Project Manager</p> <p>Address: 3347 Michelson Dr., Suite 100 Irvine, CA 92612</p> <p>Phone: (949) 756-7871</p> <p>Fax: (949) 440-4465</p> <p>Email: Tifini.Tran@dot.ca.gov</p>

EXHIBIT "B"

SECTION 14. TERM; DISCONTINUATION OF OPERATIONS; DEMOBILIZATION

Unless extended by amendment of this Agreement, IRWD's obligation to operate and maintain the Pipeline pursuant to the terms of this Agreement shall expire twenty (20) years from the date the Pipeline is placed in service. Prior to termination of IRWD's obligations, the Funding Parties and IRWD shall meet and confer to determine how to proceed with respect to continued use, closure, removal and/or abandonment in place of the Pipeline. If IRWD continues to operate the Pipeline by mutual agreement of the Parties following the initial twenty (20) year period, IRWD or such successor, assign, affiliate or other entity to whom IRWD properly delegates operation of the Pipeline under Section 9, shall continue to accept the Funding Parties' flows into the Pipeline as provided in Section 2 of this Agreement, and the Funding Parties shall have the right to continue such discharges into the Pipeline.

If IRWD or its successor entity discontinues operation of the Pipeline after the initial 20-year period, ownership of the Pipeline shall be transferred to the remaining Funding Parties, and all Parties shall cooperate and take all actions reasonably necessary to transfer ownership and continue operation of the Pipeline for the purposes set forth in this Agreement.

If the Parties unanimously agree to demobilize the Pipeline and sell any part of it, any remaining O&M funds, the proceeds of such sale, the cost of removal of the Project components, and the appropriate cost of returning the Pipeline property to a condition acceptable to the property owner, shall be allocated among the Funding Parties pro rata in accordance with the proportion their respective Project Capital Cost Contribution bears to the total Capital Costs.

SECTION 15. SEVERABILITY

If any covenant, term, condition, or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law unless that covenant, term, condition, or provision declared to be invalid is so material that its invalidity deprives any Party of the basic benefit of its bargain or renders the remainder of this Agreement meaningless.

SECTION 16. NO THIRD PARTY BENEFICIARIES

No customer, other person or entity other than the Parties shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement, either express or implied, is intended to confer upon any other person or entity, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

SECTION 17. DISPUTE RESOLUTION

The Parties desire to resolve as quickly and as amicably as possible any disputes as to the meaning of any portion of this Agreement, the validity of any determination or calculation, or the rights or obligations of the Parties pursuant hereto. Therefore, prior to initiation by a Party of any litigation or other proceeding in connection with this Agreement, the Parties shall meet and

EXHIBIT "B"

make good-faith efforts to resolve any such disputes on an informal basis. The Party that first raises a claim against any other Party in connection with a dispute shall be responsible for providing written notice to such other Party or Parties and thereby initiating the informal dispute resolution efforts. Such informal efforts may include mediation of the dispute if agreed by the Parties involved in the dispute. Not sooner than thirty (30) days after diligent efforts to resolve a dispute have been initiated, if the Parties have been unable to resolve the dispute on such informal basis, any Party involved in the dispute may, in its discretion and after providing written notice to the other Parties that the informal dispute-resolution efforts are being terminated, proceed to take any and all such action to enforce or protect its rights as permitted by law and/or this Agreement. If a Party initiates informal dispute resolution with respect to a dispute, any statutory limitation for filing of a court action or commencement of any other proceeding shall be tolled for a period of days equal to the number of days that elapsed between delivery of the notice initiating informal dispute resolution and the notice terminating informal dispute-resolution.

SECTION 18. TERMINATION

Unless otherwise mutually agreed by all Parties a Party may not unilaterally terminate its obligations under this Agreement until completion of construction of the Pipeline, payment of the First Installment and Second Installment, and commencement of Pipeline operation. Thereafter, any Funding Party wishing to terminate its participation shall provide notice to all other Parties by December 15 of its intent to withdraw effective July 1 of the following year ("**Effective Date of Termination**"). The terminating Funding Party shall continue to be responsible for its share of the financial obligations incurred up to the Effective Date of Termination. IRWD cannot terminate its obligations under this Agreement during the initial 20-year period, unless by mutual consent of all Parties. The allocation of Nitrogen and Selenium Credits and Nitrogen and Selenium Offsets to the terminating Party shall expire upon termination and no compensation shall be payable to any Party as a result of termination. Notwithstanding any termination of this Agreement, the Funding Parties must comply with all terms and conditions of the Grants. In the event of a termination of this Agreement, each of the Parties shall be responsible for finding and arranging an alternate means of disposal of its respective nitrogen and selenium discharges, and for payment of any fines, penalties or costs incurred by that Party as the result of a suspension or termination.

SECTION 19. SURVIVAL CLAUSE

The obligations regarding: document retention and audit (as set forth in Sections 1.7 and 6.6); obligations of the Funding Parties to pay IRWD for approved, agreed upon and invoiced O&M Costs (as set forth in Sections 1.6, 4.7.7, and 6) and Capital Costs (as set forth in Sections 4.1, 4.5, 4.7.7, 5 and 14); environmental commitments (as set forth in Section 4.4.1); indemnification (as set forth in Section 8); legal challenges (as set forth in Sections 11, 12 and 17); operation, maintenance, cost allocation and ownership (as set forth in Sections 14 and 18); and specific performance (Section 21) shall survive the suspension and/or termination of the

EXHIBIT "B"

Agreement, as applicable, and shall remain in effect until terminated or modified in writing by mutual agreement of all Parties or the applicable statute of limitations is reached.

SECTION 20. AVAILABILITY OF FUNDS

Notwithstanding Section 18, above, this Agreement is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the Parties to expend, or as involving the Parties in any contract or other obligation for future payment of money, in excess of appropriations authorized by law. All obligations of Caltrans are subject to the State Budget Act and appropriation by the California State Legislature. Each Party shall in good faith include the funding of its obligations under this Agreement in its annual budget for consideration by its governing body.

SECTION 21. SPECIFIC PERFORMANCE

The Parties acknowledge that monetary damages would be an inadequate remedy for breach of this Agreement, and that a Party's breach will result in immeasurable and irreparable harm to the other Parties. Therefore, in addition to any other remedy to which it may be entitled by reason of another Party's breach of this clause, the moving Party shall be entitled to seek temporary, preliminary and permanent injunctive relief from any court of competent jurisdiction restraining the other Parties from committing or continuing any breach. This clause shall survive any termination of this Agreement.

SECTION 22. ATTACHMENT AND EXHIBITS.

EXHIBIT A-Project Map; EXHIBIT B-Estimated Project Cost, Project Capital Cost Contribution, IRWD O&M Contribution, Flow-based Percentages and Installment Payments; EXHIBIT C-Estimated Pipeline Capacity Table; EXHIBIT D-Anticipated Schedule for Project Work; EXHIBIT E-Excess Credit Party Credit Shares; EXHIBIT F-Effective Equipment Rates, are all attached to and made a part of this Agreement by reference. Any changes to the Exhibits can become effective only upon amendment of this Agreement.

EXHIBIT "B"

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date hereinabove written.

IRVINE RANCH WATER DISTRICT, a
body corporate and politic

By: _____
Name: _____
Title: _____

CITY OF IRVINE, a charter city

By: _____
Name: _____
Title: _____

CITY OF TUSTIN, a California municipal
corporation

By: _____
Name: _____
Title: _____

ORANGE COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By: _____
Name: _____
Title: _____

COUNTY OF ORANGE, a political
subdivision of the state of California

By: _____
Name: _____
Title: _____

EXHIBIT "B"

CALIFORNIA DEPARTMENT OF
TRANSPORTATION, an agency of the State
of California

By: _____

Name: _____

Title: _____

EXHIBIT "B"

EXHIBIT A Project Map

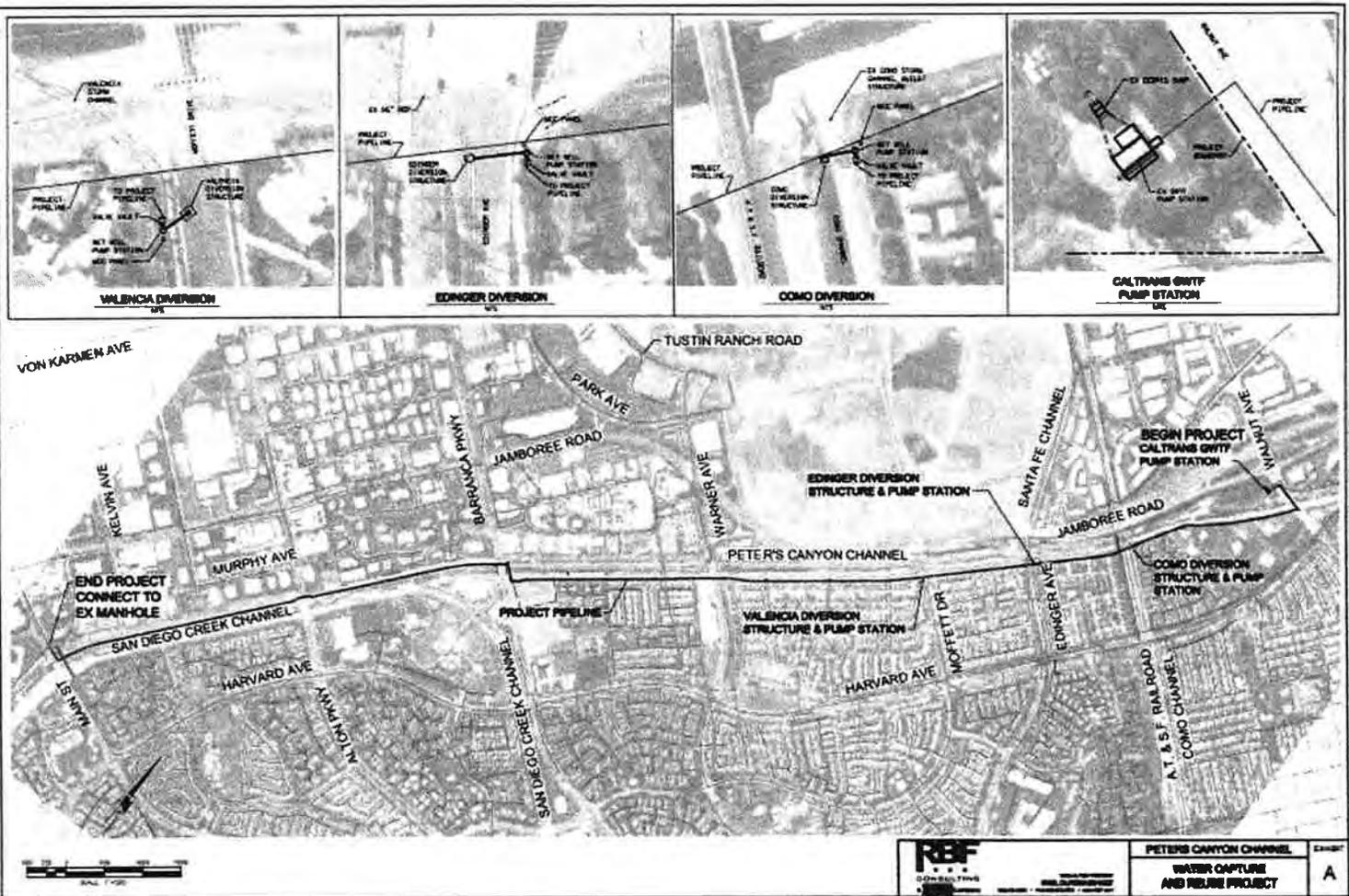


EXHIBIT "B"

EXHIBIT B

Estimated Project Cost, Project Capital Cost Contribution, IRWD O&M Contribution, Flow-based Percentages, and Installment Payments

Party/Grant Source	Estimated Project Cost ¹	Project Capital Cost Contribution ²	IRWD O&M Contribution ³	Flow-based Percentage	Total Project Contribution	First Installment Payment	Estimated Second Installment Payment
Caltrans		\$ 2,223,726	\$ -	29% ⁴	\$ 2,223,726	\$ -	\$2,223,726
County/OCFCD		\$ 973,222	\$ -	32%	\$ 973,222	\$ 446,068	\$ 527,154
City of Irvine		\$ 812,526	\$ -	26%	\$ 812,526	\$ 372,414	\$ 440,112
City of Tustin		\$ 396,033	\$ -	13%	\$ 396,033	\$ 181,518	\$ 214,515
Irvine Ranch Water District		\$ -	\$ 1,008,627	0	\$ 1,008,627	n/a	n/a
Proposition 84 Grant ⁵		\$ 1,000,000	n/a	n/a	\$ 1,000,000	\$ -	\$1,000,000
Orange County Transportation Agency Grant ⁶		\$ 3,273,105	n/a	n/a	\$ 3,273,105	\$ -	\$3,273,105
Total	\$8,678,611	\$ 8,678,611	\$ 1,008,627	100	\$ 9,687,238	\$1,000,000	\$7,678,611

¹Taken from the Feasibility Study.

²Project Capital Cost Contributions are not-to-exceed amounts.

³ The IRWD O&M Contribution is the estimated present value of \$60,000/year escalated annually using a 2.5% inflation rate and a 4% discount rate. The actual IRWD O&M Contribution shall be calculated annually pursuant to Section 1.5 of this Agreement. The actual amount of IRWD's O&M Contribution calculated under Section 1.5 of the Agreement may be different than this estimate.

⁴ Caltrans share of the O&M Costs for the budget year shall at no instance exceed \$12,000 without an amendment to this Agreement.

⁵ Caltrans, Irvine, Tustin, OCFCD and IRWD are all partners in the OWOW Grant.

⁶ Irvine, Tustin, OCFCD and IRWD are partners in the OCTA Grant. Caltrans is not eligible to benefit from the OCTA Grant.

EXHIBIT "B"

EXHIBIT C

Estimated Pipeline Capacity Table

	Estimated Discharge Flows ¹ (gallons per minute)
Caltrans Groundwater Treatment Facility	491
Como Channel	492
Edinger Circular Storm Drain	123
Valencia Storm Drain	515
Estimated Pipeline Capacity¹	1621

¹Feasibility Study.

EXHIBIT "B"

EXHIBIT D

Anticipated Schedule for Project Work

Task	Date
Award of Project Design Contract	December 2013
Phase 1 - completion of environmental review and all regulatory approvals, and completion of design	June 2014
Phase 2 - Construction of Project	June 2014-March 2015
Operations and Maintenance	March 2015-June 2035

EXHIBIT "B"

EXHIBIT E

Excess Credit Party Credit Shares

Party	Excess Credit Party Share
County/OC Flood Control District	30.5%
City of Irvine	25.5%
City of Tustin	12.4%
Irvine Ranch Water District	31.6%
Total	100.0%

EXHIBIT "B"

EXHIBIT F Effective Equipment Rates

Equipment Type	2013 rates (\$/hour) (1)
Light Duty Vehicles	\$ 17.50
(Passenger cars, small sport utility vehicles, small pick-up trucks. Prius-Escape-Tacoma)	
Medium Duty Vehicles	\$ 18.98
(Medium pick-up trucks and sport utility vehicles. F-150 thru F-550, Suburban, Tahoe)	
Heavy Duty Vehicles	\$ 33.62
(Commercial trucks. Dump trucks, crane trucks, vactors, crew trucks. Any on-road vehicle over 26,001 GVW and requiring commercial license)	
Off Road Vehicles	\$ 24.90
(Self propelled off road equipment. Backhoes, loaders, excavators, small utility carts, Kawasaki Mules, Taylor Dunn Carts, gators)	
Portable Equipment	\$ 11.13
(Small equipment. Pumps, small generators, tampers, chainsaws, cut-off saws, jackhammers)	
Communications Equipment/District Radio	n/a
(All district radio expenses and parts. Parts and equipment for vehicles to support bluetooth equipment and mobile computing)	
Towed Equipment/Trailers	\$ 10.25
(Any wheeled equipment towed by another vehicle but excluding emergency equipment)	
Emergency Equipment	\$ 75.74
(Towed equipment-primarily generators -150 kilowatt and above- and pumps reserved for use in emergencies)	
(1) US Department of Transportation Standard Rates	

Exhibit "C"
Peters Canyon Channel Water Capture and Reuse Pipeline
Design Consultant Selection Matrix

	Weights	AKM	RBF	VA Consulting	Hunsaker & Associates	Tetra Tech					
TECHNICAL APPROACH	60%										
*Project Approach	30%	5	3	2	4	1					
*Project Details in PDR	10%	2	5	3	4	1					
*Scope of Work	30%	4	5	1	3	2					
*Man Hour Estimates	30%	5	4	3	2	1					
Weighted Score (Technical Approach)	100%	4.40	4.10	2.10	3.10	1.30					
EXPERIENCE	40%										
*Firm/Team	15%	5	2	3	4	1					
*Principal and QA/QC Lead	5%	5	4	2	3	1					
*Project Manager	30%	5	3	2	4	1					
*Project Engineer 1 - Civil, Mechanical, etc.	20%	4	2	3	5	1					
*Project Engineer 2 - Elec	10%	5	4	3	2	1					
*Project Engineer 3 - Struct	10%	3	2	4	5	1					
*Other (geotech, surveying, traffic, pothole, etc.)	10%	3	2	5	1	4					
Weighted Score (Experience)	100%	4.40	2.60	2.95	3.75	1.30					
COMBINED WEIGHTED SCORE		4.40	3.50	2.44	3.36	1.30					
FINAL RANK ⁽³⁾		5	4	2	3	1					
STAFF (1)											
Principal In Charge			Yrs	Yrs	Yrs	Yrs					
			Cindy Miller, PD	18	Max Vahid, PE	32	David Frattone, PE	42	NA		
QC/QA Lead		Gary Hobson, P. E.	36	NA	John Wolter, PE	45	Mohamad Rowther, PE	32	Steve Tedesco, PE	32	
Project Manager		John Loague, PE	27	Steven Conner, PE	18	Charlie McKinley, PE	27	Joe Sinacori, PE	20	Tom Epperson, PE	32
Project Engineer		NA		NA						Corey Hess, PE	11
Civil - Pipeline Design & Hydraulics		Jared Lee, P.E.	11	John Nagle, PE & Kevin Gustorf, PE	25 / 14	* David Axworthy, PE and Carlos Pineda, PE	22 / 31	NA		Mike Tsoi, PE	19
Civil - Mechanical (Hunsaker), Diversion Design (RBF) & Pump Stations (VA)		NA		John McCarthy PE, CFM	25	* John Kearney, PE (Corollo)	30	John R. Gass, PE	12	NA	
Electrical		Justin Lee, E.E., P.E.		Rhonda Tijerina, PE	?	* Troy Hedlund, EE (Corollo)	11	* Opty Fernandez, EE (Linkture)	30	Mark Kassar, PE	22
Structural		Ron Wong, S.E., P.E.	36	Sal Sheikh, PE	?	Dan Hayes, PE (VA) and * Dana De Vera PK (Biggs Cardoso)	17	* Wilbert Cho (Cho Design Assoc)	30	David Kuang, PE, SE	23
Geotechnical		* Lawrence Jansen, P.G, C.E.G (ninyo & Moore)		* NMG Geotechnical, Inc		* Lawrence Jense, PG and Daniel Chu Phd, PE (Inyo)		* Al Bastani, PhD, PE, GE (GMU Geotechnical, Inc)	20	* Leighton Consulting	?
Constructability Review		Glen Deiter	30	Jerome Ruddins, RCI, CISEC	29	* Vincent Roquebert, PE	26	NA		NA	

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Exhibit "C"
Peters Canyon Channel Water Capture and Reuse Pipeline
Design Consultant Selection Matrix

	Weights	AKM	RBF	VA Consulting	Hunsaker & Associates	Tetra Tech
Surveying/ Mapping		* Mark Monroe, PLS (C&V Consulting) 30	Bill Cox 34	Greg Sebourn, PLS 13	Michael Tice, PLS & John Crisp, PLS 27 / ?	* Coast Durveying, Inc. ?
Potholing		* Shea-Michael Anti, P.E. (C-Below)	* Kana Pipeline, Inc.	NA	* Donald Whitman (Saf-R-Dig)	* C-Below ?
Traffic Control		* David Kuan, P.E. R. T. E. (Traffic Control Engineering)	* Traffic Control Engineering, Inc.	Keith Rutheford	* Thomas Wheat, PE, TE (TJW Engineering) 15	NA
Hydrology, drainage, flood control		NA	NA	Dan Villines, PE 22	Patrick Pagaduan, PE 25	NA
Cathodic Protection		NA	Michel Boeck, PE 14	NA	NA	NA
Landscape		NA	John Andrew, PLA 30	NA	NA	NA
Bike Trail Design		NA	Carrie Davis, PE 16	NA	NA	NA
Permitting & Easements		NA	Karen Selleck & Kurt Troxell, PLS	and * Paul Galvin (Harm.) 42	Bill Patterson 19	NA
Infrastructure Improvement Plans		NA	NA	NA	Vojtech Safranek, PE 10	NA
Construction Specifications / Utilities		NA	NA	NA	Katie O'Conner, PE 16	NA
Aerial Mapping		NA	NA	NA	* Kevin Luchan (R.J. Lung & Assoc) ?	NA
Boundary Analysis & Right of Way		NA	NA	NA	Paul Huddleson PLS, PE 36	NA
Trenchless Engineering		NA	NA	NA	Glenn Boyce, PhD, PE 30	NA
Legal descriptions & Encumbrances		NA	NA	NA	Robert Wheeler, PLS 13	NA
Title Reports		NA	NA	NA	* Louis Yeager (A. Title)	NA
Autocad / Computer Technology		NA	NA	NA	James Maeding, PE 16	NA
MAN HOURS		Man-hours	Man-hours	Man-hours	Man-hours	Man-hours
Task 1 Project Management		433	161	146	154	142
Task 2 Design Validation Memorandum		612	310	516	235	326
Task 3 Final Design		4,920	2,632	2,618	1,936	1,542
TOTAL DESIGN HOURS		5,965	3,103	3,280	2,325	2,010
Task 4 Construction Service		752	974	281	264	532
TOTAL HOURS		6,717	4,077	3,561	2,589	2,542

SHEET COUNT						
General		6	4	5	3	3
Pipeline (Plan & Profile)		40	18	27	22	19
Diversion & Pump Station		10	3	5	16	9
Misc Detail		4	4	2	3	2
Structural		0	4	2	0	0
Electrical		14	13	7	18	9
Process & Instrumentation Diagram (P&ID)		1	4	1	0	1
Traffic		12	0	5	16	6
TOTAL SHEETS		87	50	54	78	49
Design HRS/SHT		69	62	61	30	41

C-2

Exhibit "C"
Peters Canyon Channel Water Capture and Reuse Pipeline
Design Consultant Selection Matrix

	Weights	AKM	RBF	VA Consulting	Hunsakler & Associates	Tetra Tech
TOTAL FEE		1,064,128	744,734	701,018	636,296	630,000
Average \$/manhrs		\$158	\$183	\$197	\$246	\$248
Task 1 - Project Management		\$70,476	\$29,506	\$36,252	\$26,277	\$31,800
Task 2 - Basis of Design Validation Report		\$92,992	\$45,468	\$86,068	\$45,776	\$47,500
Task 3 - Final Design (2)		\$781,860	\$533,818	\$539,916	\$505,658	\$465,400
Subtotal - Tasks 1-3		\$945,328	\$608,792	\$662,236	\$577,711	\$544,700
Task 4 Construction Phase Services						
A. Project Meetings (30)		\$25,380	\$14,730	\$6,868	\$15,292	\$10,640
B. RFIs (30)		\$13,830	\$20,874	\$7,788	\$8,281	\$17,860
C. Minor Plan Revisions (80 hrs)		\$10,520	\$10,328	\$2,548	\$6,544	\$10,460
D. Site Visits (15)		\$5,710	\$5,014	\$7,118	\$7,547	\$5,580
E. Shop Drawing Reviews (70)		\$51,560	\$69,892	\$10,568	\$13,864	\$28,180
F. Record Drawings		\$11,800	\$15,104	\$3,892	\$6,096	\$8,180
Other		\$0	\$0	\$0	\$960	\$4,400
Subtotal - Tasks 4		\$118,800	\$135,942	\$38,782	\$58,584	\$85,300
Grand Total - Tasks 1-4		\$1,064,128	\$744,734	\$701,018	\$636,295	\$630,000
Number of Drawings		87 dwgs	50 dwgs	54 dwgs	78 dwgs	49 dwgs
Final Design Unit Prices (\$/dwg)		\$12,231	\$14,895	\$12,982	\$8,158	\$12,857
Meet Schedule for Constuction award by June, 2014		YES	YES	YES	YES	YES
Professional Liability Insurance		YES	YES	YES	YES	YES
General Liability Insurance		YES	YES	YES	YES	YES
Comments on Professional Services Agreement		NO	NO	NO	YES	NO

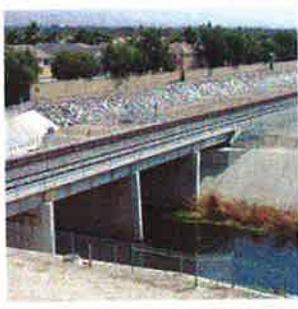
(1) Subconsultant staff are shown with a * preceding the name.

(2) Hunsaker design costs include \$10,000 for CEQA/NEPA Coordination and \$40,000 for Miscellaneous Services. AKM design costs include \$23,020 for subcontractors and reimbursables.

(3) Forced Rankings: 1=First, 2=Second, 3=Third, etc.



ENGINEERING DESIGN SERVICES FOR
**PETERS CANYON CHANNEL
WATER CAPTURE AND REUSE PIPELINE**



IRVINE RANCH WATER DISTRICT
15600 Sand Canyon Avenue
Irvine, CA 92618

SEPTEMBER 13, 2013



TETRA TECH



TETRA TECH

September 13, 2013

Mr. Paul A. Weghorst, Director of Water Resources
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618

**Reference: Proposal for Engineering Design Services for
Peters Canyon Channel Water Capture and Reuse Pipeline**

Dear Mr. Weghorst:

Tetra Tech is pleased to submit our proposal for engineering design services for Peters Canyon Channel Water Capture and Reuse Pipeline Project. We value the relationship that has been built with the District during our past projects and look forward to continuing and expanding this association in the future. Our Project Team is the **"right"** team to provide these services for the following reasons:

- **Extensive IRWD Pipeline and Pump Station Experience** – Members of the project team have designed and completed numerous successful pipeline and pump station projects for the District. Therefore, our project team knows the District's pipeline design, electrical and P&ID standards, preferred materials, and operational preferences which will allow us to deliver a complete design in the most cost-effective manner.
- **Experience with Pipelines within Flood Control Channel Right-of-Way** – Our Project Team has previously designed several pipeline projects located longitudinally within County of Orange Flood Control Channels. Therefore, we have an excellent understanding of the permitting process, the key County concerns, and the best approach for expediting the permit review process.
- **Local In-House Electrical and Control Capabilities** – Tetra Tech has our own in-house local, registered electrical and control engineers with extensive experience with IRWD well/pump station designs.
- **Expedite the Permitting Process** – Our Project Team has an excellent working relationship with all of the Funding Partners. Due to this working relationship, Tetra Tech understands how to expedite the permitting process required for the project. We recognize that meeting schedule is critical. We will place an emphasis on expediting permit approvals, especially for all bridge, railroad and channel crossings.
- **Dedication to the District** – Tetra Tech believes that the District is an important client. Our approach will include a "teaming and partnering" relationship. We will strive to exceed your expectations through hard work, attention to detail, close communication, schedule and budget management.

Our team is looking forward to working with you and your staff. We are committed to providing IRWD with high quality service. If you have any questions regarding our proposal, please feel free to contact me.

Sincerely,

Tom Epperson, P.E.
Project Manager

TLE/cg

M:\Marketing\Proposals\WTRS\FY2013\WT117-IRWD-PetersCyn

Attachments

Tetra Tech, Inc.

17885 Von Karman Avenue, Suite 500, Irvine, CA 92614-6213
Tel 949.809.5000 Fax 949.809.5010 www.tetrattech.com



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WHY TETRA TECH

Tetra Tech is the “*right*” team to provide the engineering design services for Peters Canyon Channel Water Capture and Reuse Pipeline Project for the following reasons:

- ***Extensive IRWD Pipeline and Pump Station Experience*** – Members of the project team have designed and completed numerous successful pipeline and pump station projects for the District. Therefore, our project team knows the District’s pipeline design, electrical and P&ID standards, preferred materials, and operational preferences which will allow us to deliver a complete design in the most cost-effective manner.
- ***Experience with Pipelines within Flood Control Channel Right-of-Way*** – Our Project Team has previously designed several pipeline projects located longitudinally within County of Orange Flood Control Channels. Therefore, we have an excellent understanding of the permitting process, the key County concerns, and the best approach for expediting the permit review process.
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- ***Dedication to the District*** – Tetra Tech believes that the District is an important client. Our approach will include a “teaming and partnering” relationship. We will strive to exceed your expectations through hard work, attention to detail, close communication, schedule and budget management.

Our extensive experience with similar IRWD projects will ensure that the District will receive a high level of service delivered by qualified, knowledgeable engineering professionals. Highly meticulous and coherent plans and specifications greatly benefit all project stakeholders, with the largest benefit realized by the Owner. Quality contract documents clearly lead to a larger number of bidders, lower competitive bid prices (due to increased competition, the contractor has less to assume and take the risk for, and a greater overall comfort level in our design based on a long history of successful projects), and lowest overall cost while achieving a very high quality end product (quality contract documents mitigates the potential, and impact of change orders, and sets forth a standard of quality the contract must achieve).

This is a very challenging project, and it should be managed by a well tenured team of professionals who have a history of successfully completing similar projects within schedule and under budget. We have that team with **Mr. Tom Epperson, P.E.**, Project Manager, and **Mr. Mike Tsoi, P.E.**, Task Leader. Tom and Mike have worked together for over 15 years on pipeline and well/pump station projects for IRWD.

No two projects are the same, although many are similar. The key is to utilize elements of work that have been successful and can be appropriately applied to this project, continue to improve construction efficiencies without lowering quality based on contractor feedback, and maximize the overall operational flexibility.

We feel the previous work that Tetra Tech has done on the IDP Raw Water Conveyance Pipelines and the IDP Potable and Non-potable Wells are examples of our quality product which has resulted in a low overall cost for the District. We want to utilize the experience gained from working on the previous projects, and to continue providing the District with exceptional services to assure that another project is successfully completed to the satisfaction of IRWD.



PROJECT UNDERSTANDING

Irvine Ranch Water District (IRWD), along with the City of Irvine, City of Tustin, Orange County Flood Control District (OCFCD), California Department of Transportation (Caltrans), and the Foothill/Eastern Transportation Corridor Agency (TCA) seek a cost-effective solution for the disposal of Peters Canyon Wash flows that contain high nitrate and selenium concentrations. The Peters Canyon Channel Water Capture and Reuse Pipeline Project is planned to divert nuisance surface and groundwater flows with high concentrations of selenium and nitrates to the Orange County Sanitation District (OCSD) for treatment and reuse.

The nuisance and groundwater flows were initially discharged into the Peters Canyon Channel. However, the Regional Water Quality Control Board set a permit limit on Peters Canyon Channel under Order No. R8-2004-0041 disallowing high selenium groundwater flows to be discharged into Peters Canyon Channel. To temporarily mitigate flows to the Peters Canyon Channel, IRWD began conveying flows through the Harvard Avenue Trunk Sewer system under a temporary special discharge permit. However, the discharge to the IRWD sewer must be discontinued as selenium is not treated at the wastewater plant, leading to redistribution as recycled water.

The objective of the Peters Canyon Channel Water Capture and Reuse Pipeline Project is to end conveyance through the Harvard Avenue Trunk Sewer system, and provide a permanent solution in response to the Regional Water Quality Control Board permit limit on Peters Canyon Channel. A feasibility study has been completed that identified contributory flows, investigated alignment alternatives and recommended pressure pipeline design of approximately 17,600 feet of 8-inch to 14-inch diameter pipeline along Peters Canyon Channel and San Diego Creek. In order to convey all groundwater and nuisance flows into the pipeline system, one existing pump facility (Walnut Groundwater Treatment Facility) shall be connected and three additional diversion and pump facilities (at Como Channel, Edinger and Valencia) shall be constructed.

All three proposed pump facilities are located along Peters Canyon Channel and include the following:

- Como Channel – dry weather flows (suspected to originate from shallow groundwater infiltration) from the Culver Drive and Jeffrey Road grade separation projects will be collected through an inlet to a wet well with two submersible pumps to deliver water into the reuse pipeline.
- Edinger Circular Drain (at Edinger Avenue) – dry weather flows (suspected to originate from shallow groundwater infiltration) routed from the Moulton Parkway Storm Drain system to a wet well with two submersible pumps to deliver water into the reuse pipeline.
- Valencia Drain (at Moffett Drive) – dry weather flows (suspected to originate from shallow groundwater infiltration) routed from the Valencia Channel to a wet well with two submersible pumps to deliver water into the reuse pipeline.

A feasibility study describing the recommended facilities and pipeline alignment has been prepared by RBF Consulting, dated January 25, 2013. The proposed pipeline construction may require jack-and-bore or bridge crossings at up to six locations in order to cross roadways, channels or storm drain boxes prior to the connection with OCSD's 60-inch diameter Main Street Trunk Sewer. Once connected to OCSD's main, the water will flow to OCSD's Fountain Valley facility for treatment and reuse.

IRWD is managing the Project for a group of Funding Partners that include the City of Irvine, City of Tustin, Orange County Flood Control District (OCFCD), Caltrans and the Foothill/Eastern Transportation Corridor Agency (TCA). Project funding is expected to be provided by two grants. To collect the full grant allotments, the Orange County Transportation Authority (OCTA) award requires the construction contract to be awarded by June 30, 2014. Therefore, the design schedule is extremely critical.



PROJECT APPROACH

Tetra Tech fully understands the importance of your project. We are offering an outstanding team, which combines the experience, depth, and understanding needed for the successful delivery of this project. Our core principles establish how we plan to work together with IRWD to successfully complete this project:

- **Service** – Tetra Tech puts its clients first. We listen to better understand our clients' needs and deliver smart, cost-effective solutions that meet those needs. Our philosophy is to "Do it Right."
- **Value** – Tetra Tech takes on our clients' problems as if they were our own. We develop and implement real-world solutions that are cost-effective, efficient, and practical.
- **Excellence** – Tetra Tech brings superior technical capability, disciplined project management, and excellence in safety and quality to all of our work.
- **Opportunity** – Our people are our number one asset. Our workforce is diverse and includes leading experts in our fields. Our entrepreneurial nature and commitment to success provides challenges and opportunities.

We value the relationship that has been established with IRWD, and look forward to continuing and further developing this association in the future. We are committed to providing IRWD with the same high quality service you expect and deserve. Our strength lies in our proven track record that has led to successful completion of multi-projects for IRWD, as well as other project participants or nearby agencies. The following is a summary of the distinct advantages that the Tetra Tech team brings to IRWD.

IRWD DESIGN EXPERIENCE

Members of our project team, Mr. Tom Epperson, Mr. Mike Tsoi and our electrical/controls staff, have completed the following pipeline and pump station/well projects for IRWD during the last ten years:

Pipeline Projects:

- Initial Disinfection Facility Chlorine Injection Line Replacement
- IRWD Pipeline Relocations for Sand Canyon Grade Separation
- IDP Raw Water and Brine Pipelines
- Chambord Pipeline Extension
- Shady Development Pipelines
- Tustin Zone 5 Transmission Main

Pump Station/Well Projects:

- Well 78, Well 107 and Well 115 Replacements
- IDP Wellhead Facilities – Wells 76, 77, 110 and 107
- IDP Principal Aquifer Plant, SGU Treatment Site and Wells ET-2 and 78
- South County Zone 1-3 Booster Pump Station
- Shady Canyon Zone B and Coastal RW Pump Station Modifications
- Tustin Zone 5 Booster Pump Station

Therefore, our project team knows the District's design procedures and standards, electrical and P&ID standards, preferred materials, and operational preferences which will allow us to deliver a complete design in the most cost-effective manner.



BRIDGE CROSSING EXPERIENCE

Members of our project team have been involved in the design of the following pipeline bridge crossings:

- Macario Canyon Bridge Crossing on Cannon Road for the Carlsbad Conveyance Pipeline;
- Two Dominguez Channel Bridge Crossings (on Van Ness Avenue and Gramercy) for City of Torrance;
- Bonita Creek Bridge Crossing on Campus Drive for IRWD;
- Newport Beach Back Bay Bridge Crossing on Jamboree Road for Orange County Water District;
- Oso Creek Bridge Crossing on Camino Capistrano for City of San Juan Capistrano; and
- Coyote Creek Bridge Crossing for Suburban Water Systems.

Therefore, our project team understands the design requirements, including seismic design and structural loading calculations, that may be needed for permitting approval for any proposed bridge crossings.

FLOOD CONTROL CHANNEL EXPERIENCE

Members of our project team have been involved in the design of the following pipeline projects that were located longitudinally within the Orange County Flood Control District Channel right-of-way:

- 25,000 feet of 66- and 60-inch pipeline within the Santa Ana River right-of-way as part Orange County Water District's Groundwater Replenishment System, Unit III Pipeline;
- Santa Ana River Interceptor Relocation Project (SARI) for Orange County Sanitation District and County of Orange Public Works Department;
- 9,700 feet of 36-inch transmission main within the OCFCD's Talbert Channel as part of City of Newport Beach's Reach 3 Groundwater Development Project; and
- SA-5 Monitoring Well Rehabilitation for Orange County Water District within the Santa Ana River right-of-way.

Therefore, our project team has an excellent understanding of the permitting process, the key County concerns, and the best approach for expediting the permit review process.

PERMITTING PROCESS

Tetra Tech has an excellent working relationship with all of the Funding Partners due to the following projects that we have worked with them on:

- **City of Irvine** – In 2003, Tetra Tech prepared a Dewatering Alternative Study Report for the City of Irvine on options for discharging the Culver and Jeffrey Road Underpass dewatering facilities. In addition, Tetra Tech has worked very closely with the City on obtaining the permits for all of the IRWD pipeline and well/pump station projects.
- **City of Tustin** – Tetra Tech has just completed the construction of the Rawlings Reservoir for the City of Tustin and have been successfully working with the City of Tustin on permitting the OCSD's Redhill/Gisler Trunk Sewer Replacement project.
- **Orange County Flood Control District** – Tetra Tech has successfully obtained permits for OCWD's GWR Pipeline Project, SARI Relocation Project, and the SAR-5 Monitoring Well Rehabilitation Project in the last 5 years. We know the County staff and how to expedite the permit process.
- **Caltrans** – Tetra Tech just recently coordinated the design and permitting process for the City of Anaheim's 36-inch transmission main relocation as part of the Caltrans 91 Freeway widening project. In addition, Tetra Tech design and assisted in the permit approval process for the relocation of about 20,000 feet of City of Anaheim water lines as part of the Caltrans I-5 widening project.



- **Eastern Transportation Corridor Agency (TCA)** – Tetra Tech prepared the design and coordinated the construction for more than 30 different water, reclaimed water and wastewater pipeline relocations as part of the Eastern Transportation Corridor construction project.

Due to this previous experience and the working relationships that we have developed with each of these agencies, Tetra Tech understands how to expedite the permitting process required for this project. Tetra Tech successfully completed a very high profile sewer replacement project that had very similar permitting obstacles, the Santa Ana River Interceptor (SARI) Replacement project. The project was for Orange County Flood Control District as part of the US Army Corps of Engineers Santa Ana River Mainstem project. The SARI line is owned and operated by Orange County Sanitation District (OCSD) and Santa Ana Watershed Protection Agency (SAWPA) owns a large capacity within this reach. A brief description of the project has been included in the Appendix of this proposal. It is just a sample of how Tetra Tech can work with multi-agencies successfully to meet schedule while maintaining the Project Partners goals.

KEY ISSUES

Successful implementation of the project will involve resolution of several key issues. We believe Tetra Tech has an unparalleled grasp of these issues based on our overall experience, capabilities and familiarity with other District projects, personnel and policies. Our approach to resolving project issues is summarized in the table below:

SUMMARY OF KEY ISSUES	
Issues	Tetra Tech Approach
Finalize Pipe Alignment	<ul style="list-style-type: none"> • Locate alignment within each reach with consideration of: maximize work space; minimize impact to channel; impacts to bike trail; impacts to adjacent developments; and future maintenance issues for both County and IRWD. • Evaluate future channel widening on the south side of the channel as part of the Tustin Legacy development. • Prepare cross sections of each reach showing work area, and confirming minimal impact to the channel. • Prepare exhibits showing OCFCD maintenance access plans for each reach of pipeline construction. Meet with County to determine additional requirements and time restrictions for construction.
Crossings	<ul style="list-style-type: none"> • Eight major crossings: Walnut Avenue; Como Channel/Metro-Link; Edinger Avenue; Moffett; Warner Avenue; Barranca Parkway; Alton Parkway; and Main Street. • For each of the eight major crossings, evaluate the available options, corresponding costs, permitting issues, and impacts to the project schedule. • The least cost would be cross at grade: concerns are traffic, construction phasing, limited work hours, and obtaining permit approval. • Second least cost would be to attaching to an existing bridge: concerns are ownership of bridge, required calculations to confirm feasibility (seismic and loading), approval process, and schedule impacts. Based on our experience, obtaining approval to attach the pipeline to an existing bridge will take longer than allowed to meet the June 2014 bid date. The only hope is if the Funding Partners are the owner of the bridge and they have the structural plans and structural design calculations of the existing bridge. • Bore and jack crossings are most expensive but could minimize traffic impacts. Tetra Tech will locate all potential bore and receiving pits.



SUMMARY OF KEY ISSUES

Issues	Tetra Tech Approach
Hydraulics	<ul style="list-style-type: none"> • Due to our experience on the Brine Pipeline as part of the IDP project, a backpressure valve is required upstream of OCSD's Main Trunk Sewer connection. The pipeline will need to have pressure under all flow scenarios at all locations along its profile in order to avoid air lock and shut down of pumps. • Re-analyze the hydraulics and pipe losses for all flow scenarios. • Prepare profile of the pipeline and show the minimum and maximum HGL on the profile for all flow scenarios. Recommend a minimum of 5 psi pressure at all high points in the profile. • Confirm the actual operating pressure at all high points to determine if the air valves will be able to operate successfully without spitting all of the time. Air valves require a minimum pressure in order to seat properly. • Determine the required back pressure upstream of the Main Street connection. • Size and select the appropriate pumps based on the new static lift and hydraulic analysis.
Diversion Structures	<ul style="list-style-type: none"> • Tetra Tech will evaluate each of the diversion structures (Como, Edinger, and Valencia) to determine the best manner of collecting the dry weather low flows with consideration for sediment accumulation and maintenance. • Greatest concern is Como Channel. Tetra Tech will evaluate several options to get the intake (inlet) facility out of the bottom of the earthen channel. Some options we will investigate are: self-cleaning Lykos screen with swivel joint and wrinch system (includes a self-priming pump option); CDS technology to take into account floating debris as well as minimize impact of the silt accumulation; precast concrete structure with removable logs and side weir facility (back up dry weather flows and use side weir with screen as the intake facility (removable prior to wet weather); and two other potential options. • Provide sketches of the feasible options and prepare preliminary costs estimates, maintenance issues, etc. to assist in the District's review process. • Evaluate the Edinger and Valencia diversion structures to determine if there are concerns with sediment accumulation and required frequency of clean out.
Diversion Pump Stations	<ul style="list-style-type: none"> • Confirm size of the submersible pumps. • Confirm the start/stop cycles for all potential flow scenarios. • Confirm size of the wet well manhole based on the start/stop cycling for the maximum and minimum flow rates.
Pipe Material	<ul style="list-style-type: none"> • Evaluate pipeline material taking into account the required thrust restraint, depth of pipe, minimal cover, and pipe restraint through casings. • May need to change pipe material from PVC at the at-grade crossings due to fittings, minimal cover, and at locations where there is no pavement (if in sufficient cover). Confirm with County the maximum size maintenance vehicle that will be used within the channel access roads. • May need to change pipe material from PVC at all bore and jack locations due to excessive depths. • If recommend alternative pipe material, provide a recommendation of the corrosion protection requirements.



SUMMARY OF KEY ISSUES

Issues	Tetra Tech Approach
Trail Impacts	<ul style="list-style-type: none">Existing bike trail will need to be detoured from Walnut Avenue to the railroad crossing at Como Channel and from Warner Avenue to Barranca Parkway.Meet with the County Parks early on showing the recommended bike detour while the pipeline is being construction within these reaches.
Permitting/Easements	<ul style="list-style-type: none">Meet with the OCFCD and Orange County Parks at the beginning of the project to discuss the bike trail detour, the OCFCD maintenance detour plans while pipeline construction is occurring, pipe trench design details, impacts to the channel, etc.Meet with the owners of each of the bridges to determine if attaching to the bridge is a feasible option and still meet the project schedule. Tetra Tech will prepare a preliminary cost estimate of the savings to attach to the bridge so the Project Partners can understand the big picture.Concern with several of the easements and being able to obtain the easements within the proposed project schedule (i.e. USA property).Prepare exhibits showing any additional temporary construction easements recommended to provide construction access or additional maintenance access during construction.Process the railroad crossing early on the design process.Meet with the OCFCD field inspector to review the proposed access during construction and to include these exhibits of OCFCD maintenance access in the design package. This will assist in obtaining the permit approval.

Hydraulics – Tetra Tech recognizes the pipeline and pump system hydraulics as a critical issue in successful completion of the Project. We have first-hand experience with this type of application as a result of the Brine Pipeline design for the IDP project. During the design of that project, it became obvious that a back pressure valve was required upstream of the point of connection to the gravity sewer system in order to avoid an air lock in the pipeline which would shut the pumps off. We anticipate the pipeline will have a construction depth of 4 to 6 feet. Based upon our review of the topography across the proposed pipeline alignment, we foresee the pipeline to have centerline elevations ranging from 35 to just under 60 feet above mean sea level.

The critical operation conditions that will be analyzed in detail are: peak flow (all pumps running); and the four separate minimal flow scenarios (only one pump running). The peak flow will confirm the required maximum TDH that the pumps will be required to provide. The four separate minimal flow scenarios will determine the required back pressure upstream of the OCFCD connection. This is because under low flow conditions the headloss in the pipeline may reduce to the extent that the pipeline hydraulic grade drops below the elevation of the pipeline. If that were to occur, then the pipeline high points would operating at vacuum pressure, bringing air into the pipeline and potentially creating an air lock. This could cause the pumps to stop. In addition, due to the low operating pressure in the pipeline, there would be little, if any chance to remove the air from the pipeline as air valves do not operate well under low differential pressure conditions.

Figure 1 in the Appendix shows the preliminary pipeline profile and depicts the hydraulic profile for the various operating scenarios. We recommend a minimum of about 5 psi be maintained in the pipeline at all high points along the pipeline profile.

Crossings – The following is a brief summary of the options available at each of the major crossings. The corresponding figures can be found in the Appendix.



- Walnut Avenue (Figure 2) – Options: attaching to the bridge (avoids deep bore and jack construction); locate the bore pit within the City of Irvine Park (minimize the depth of bore pit excavation); or locate the bore pit within the access to the Walnut Avenue Pump Station. There are no pipelines currently attached to the south side of the bridge.
- Como Channel/OCTA-MetroLink (Figure 3) – The proposed pipeline should be installed beneath the channel and railroad by bore and jack.
- Edinger Avenue (Figure 4) – Bore and jack is recommended. Do not recommend at-grade crossing due to traffic impacts of the high volume roadway. Available space exists on both sides of the road for the bore and receiving pits. Design will need to ensure that the existing bridge abutments are not impacted by the proposed construction (location of the pits and the alignment of the casing).
- Moffett (Figure 5) – Pipeline construction at grade is proposed at this location, as there will be no impact to trail use or traffic on Moffett Drive. Will need to determine if a future bridge is proposed at this location. If so, the pipeline may need to be relocated with the bridge construction in order to provide adequate clearance from the bridge abutments.
- Warner Avenue (Figure 6) – Options: bore and jack to minimize traffic impacts; or at grade construction (depends on utilities and phasing/work hours required by the City). This roadway does not have as high of traffic volume as Edinger and was reduced to one way each direction during the recent storm drain construction.
- Barranca Parkway (Figure 7) – Options: attaching to the bridge (avoids deep bore and jack construction) for the channel crossing and at-grade crossing of Barranca (phase work, limited work hours, etc.); bore and jack both the channel crossing and Barranca (ideally locate the bore pit for both bores at the same location (northwest side of the channel); or two separate bore and jack operations. There appears to be no pipelines currently attached to the north side of the bridge. Design will need to ensure that the existing bridge abutments are not impacted by the proposed bore and jack construction (location of the pits and the alignment of the casing).
- Alton Parkway (Figure 8) – Bore and jack is recommended. Do not recommend at-grade crossing due to traffic impacts of the high volume roadway. Available space exists on both sides of the road for the bore and receiving pits. Design will need to ensure that the existing bridge abutments are not impacted by the proposed construction (location of the pits and the alignment of the casing). At-grade crossing may be acceptable to the City.
- Main Street (Figure 9) – Options: bore and jack the contributory channel; or construct at-grade crossing at minimal cover.

PROJECT MANAGEMENT

Over the years, Tetra Tech has established well defined, rigorous procedures for project management. These techniques have been developed and refined and have contributed to our success and reputation. The keys to our project management system are communications, project planning, monitoring, and quality assurance. The Tetra Tech team's goal is to keep District staff "in the loop" from Day One of the project. Communication tools include the formal progress reports afforded through our project management system and an informal give-and-take approach starting with Tom Epperson, our Project Manager, and extending to every member of the Tetra Tech team. At the project's outset, the chain of command and appropriate communication methods will be agreed upon and can be as formal or as informal as the District desires. We will use the entire communication spectrum. We will conduct formal meetings with agenda and typewritten notes, and we will use informal meetings with notes to file. We also will have documentation of telephone communications, with notes to file or letters of understanding as appropriate follow-up. Another important communication link will be our e-mail system.



We are proposing to use e-mail to keep the District aware of the status of the project. Every week, Tetra Tech will prepare a brief (one or two paragraphs or bullet items) e-mail summarizing the following: activities completed in the previous week; the activities planned for the upcoming week; any critical decisions that need to be made; and schedule of upcoming events/meetings. In addition, each month we will prepare a project status memorandum.

SCOPE OF SERVICES

Members of the Project team have performed an in-depth review of the project description and scope of work within the Request for Proposal. We have performed a detailed review of the Final Concept Feasibility Study and have visited the project site. Based on this information, we anticipate the following scope of services.

Task 1 – Project Management

Tetra Tech will conduct project management activities to ensure adherence to schedule and budget. Frequent communication between Tetra Tech, IRWD and others as required will be implemented along with an effective quality assurance/quality control (QA/QC) program.

Task 1.1 Preparation of Project Status Reports – Tetra Tech will prepare weekly and monthly status reports. Each weekly status report will be a brief (one or two paragraphs or bullet items) e-mail notice. The e-mail will include the following: the activities completed in the previous week; the activities planned for the upcoming week; any critical decisions that need to be made; and schedule of upcoming events/meetings. The monthly status reports will summarize the work and review work status relative to budget and schedule. The monthly status reports will contain the following: description of key issues/concerns which have surfaced along with proposed options and solutions; and a project status summary report showing current schedule and budget. Tetra Tech will update the project schedule using MS Project on a monthly basis.

Task 1.2 Meetings and Workshops – Tetra Tech will organize and attend meetings and workshops as required. Tetra Tech will prepare agendas for IRWD review and concurrence at least five days prior to the meeting. Tetra Tech will conduct meetings or workshops with the District and assist with meetings or workshops with stakeholders and / or jurisdictional agencies. Tetra Tech will also prepare draft and final minutes for all meetings and workshops and submit them to IRWD within one week of the meeting. For budgeting purposes, Tetra Tech has assumed the following meetings.

Meeting / Workshop	Description
General project management and design development meetings	Four (4) two-hour meetings
Coordination activities with jurisdictional agencies and project stakeholders including, but not limited to: City of Irvine, City of Tustin, County of Orange, Orange County Sanitation District, U.S. Environmental Protection Agency, Regional Water Quality Control Board, and Home Owner Associations	Eight (8) two-hour meetings
Discussion of outstanding items in the feasibility study	One (1) two-hour workshop
Present the 60% design, discuss IRWD's comments, and discuss how the outstanding items were addressed	One (1) three-hour workshop
Present the 90% design and discuss IRWD's comments	One (1) two-hour workshop

Task 1.3 Quality Assurance Quality Control – During the design process, Tetra Tech will provide a constructability review to assess all elements of the project for potential constructability issues. Tetra Tech shall implement our in-house QA/QC procedures for the project to ensure ongoing and consistent quality control throughout all project phases.



Task 2 – Basis of Design Validation Memorandum

Tetra Tech will review the feasibility study titled Peters Canyon Channel Water Capture and Reuse Pipeline Final Concept Feasibility Study, January 25, 2013 by RBF Consulting, and prepare a Basis of Design (BOD) validation memorandum that confirms the analyses and results leading to the recommended alternative presented in the feasibility study. The purpose of the BOD validation memorandum is to not reopen the entire feasibility process, but to confirm the design criteria associated with the recommended alternative described in the feasibility study. During the preparation of the BOD validation memorandum, Tetra Tech will establish new and/or confirm all existing design criteria, permit requirements and operation and maintenance estimates.

Task 2.1 Update Design Flow Estimates – The design flow estimates will be verified for minimum and maximum flows from the Walnut GWTF along with the diversion and pump facilities planned at Como Channel, Edinger Circular Drain and Valencia Storm Drain.

Task 2.2 Finalize Pipeline Alignment – Tetra Tech will finalize the pipeline alignment with attention to minimizing trail impacts, selected channel and roadway crossing types, and coordinated with channel widening to the south side of Peters Canyon Channel in support of the Tustin Legacy Development. Tetra Tech will prepare necessary cross sections and recommended OCFCD maintenance access plans for each reach of pipeline construction.

Task 2.3 Finalize Diversion Facility Design – Tetra Tech will finalize the diversion facility including the inlet structure, lateral pipelines, wet well and pump facilities. Tetra Tech will prepare a Memorandum summarizing the recommended diversion structure for each of the locations. The approach section of our proposal identifies the various issues that will be included within this memorandum. Based on our preliminary evaluation, an alternative diversion structure will be required for the Como Channel facility. Tetra Tech will finalize the selection of the pumps and confirm the sizing of the wet well manholes.

Task 2.4 Finalize the Type of Crossings – Tetra Tech will prepare a Memorandum summarizing the various options of crossing each of the eight major crossings. The approach section of our proposal identifies the various issues that will be included within this memorandum.

Task 2.5 Verify Caltrans' GWTF Facilities and Operation – Tetra Tech will perform coordination necessary to verify the Caltrans' GWTF facilities operation, discharge flow rate, and requirements for pipeline connection. All work required to connect to the existing Caltrans' Ground Water Treatment Facility will comply with California Department of Transportation standards and requirements as identified in Highway Design and Construction Manuals.

Task 2.6 Draft Basis of Design Validation Memorandum – Tetra Tech will prepare a Draft Basis of Design Validation Memorandum verifying and analyzing pipeline alignment, pipeline and pump hydraulics, discussing electrical service, control and instrumentation, permitting and providing capital and operation and maintenance costs. Included within this Memorandum will be identification of any fatal flaws or risks that may impact the implementation of the project. Tetra Tech anticipates the following five (5) meetings will be required prior to the Draft Basis of Design Memorandum:

- Meeting to review alignment, crossing options and confirm easement requirements.
- Meeting to select final alignment and various crossings.
- Meeting to discuss Como diversion structure options and preliminary hydraulics.
- Meeting to finalize the Como diversion structure facility and pump selection.
- Meeting to discuss easement and permitting strategy to meet project schedule.

The preliminary outline of the The Basis of Design Memorandum is contained in Table 1 at the end of the Scope of Services section of this proposal.



Task 2.7 Final Basis of Design Validation Memorandum – Tetra Tech will provide ten (10) copies of the Draft BOD validation memorandum to the District for review. Following the receipt of review comments, resolution and incorporation, ten (10) copies of the Final BOD validation memorandum and one (1) electronic copy in PDF on CD shall be submitted to the District.

Task 3 – Final Design

Task 3.1 Project Manual – Tetra Tech shall prepare a Project Manual in standard IRWD format. IRWD's front end documents shall be utilized, and Tetra Tech will assess IRWD'S documents and determine any needed supplemental general/special provisions that should be added to comply with IRWD's general provisions and front end requirements. The Project Manual shall describe the allowable shutdown durations and sequencing associated with any connections and tie-ins to existing Caltrans, IRWD and OCS D facilities.

Task 3.2 Construction Plans – Tetra Tech will prepare detailed construction drawings in the latest version of AutoCAD and using NCS V4.0 layering standards, on 24-inch by 36-inch sheets with IRWD's standard border template. The pipeline drawings will consist of two strip plan and profile sheet at a scale of 1"= 40' horizontal and 1"= 4' vertical. Separate sheets with sheet index/location map/legend, general notes index map, construction notes condensed profiles, phasing detail connections and traffic control plans shall be included.

Traffic control plans are anticipated for the Warner Avenue crossing and the connection at Main Street. OCFCD maintenance plans will be prepared for each section of the proposed pipeline construction. The traffic control plans will be prepared in accordance with and approved by the appropriate jurisdictional agency (e.g. City of Tustin, City of Irvine, County of Orange, and Caltrans).

Construction notes shall be used (callouts on the plans are not allowed) on all construction drawings. The index map shall include sheet legend, final alignment, valve locations, surrounding streets, and significant project site locations. The construction plans will be prepared per NAVD88 and NAD83 survey standards. Existing utility/record documents with prior standards shall be converted for accurate reference on the plans. The following is a summary of the drawings that we envision for the project:

- General Sheets (3 sheets)
- Plan and Profile Drawings (19 sheets)
- Pipeline Detail Sheets (2 sheets)
- Diversion Structure and Pump Station Plan View (3 sheets)
- Diversion Piping Profiles (1 sheet)
- Pump Station Plan and Sections and Details (1 sheet)
- Como Diversion Inlet Facility (1 sheet)
- Diversion Facility Miscellaneous Details
- Back Pressure Structure Plan and Sections
- Miscellaneous Details
- Electrical and Instrumentation (10 sheets)
- Traffic Control Plans (6 sheets)

The detailed list of the construction drawings is contained in Table 2 at the end of the Scope of Services section of this proposal.

Task 3.3 Permits – Tetra shall make applications and secure permits with appropriate agencies, including but not limited to Caltrans, OCS D, OCFCD, Cities of Tustin and Irvine, EPA, IRWD RWQCB, Atchison, Topeka and Santa Fe Railroad and HOAs. The permit acquisition process shall be initiated following notice to proceed to avoid project delay. Tetra Tech will also coordinate with all agencies identified in the Basis of Design and final CEQA/NEPA documents to facilitate permit acquisition, permit requirements identification, and CEQA/NEPA compliance.



Copies of all completed permits shall be inserted in the Appendix of the Project Manual. IRWD will reimburse Tetra Tech for actual permit fees without surcharge. A permit allowance of \$30,000 has been included within our proposal.

Task 3.4 Utility Research – Tetra Tech shall research and identify the location of existing underground utilities and/or other physical features in the immediate vicinity of the proposed facilities and appurtenances. Information on utilities including size, horizontal and vertical locations shall be identified. A budget to pothole thirty (30) existing utilities has been included. Tetra Tech will obtain entry/encroachment permits as needed to facilitate potholing activities.

Task 3.5 Aerial Survey and Topographic Mapping – Tetra Tech in unison with Coast Survey will conduct appropriate surveying for the proposed facilities, including, but not limited to:

- Establish survey ground control for aerial mapping using NAD83 coordinates and NAVD88 county benchmark elevations
- Provide aerial mapping by photogrammetric methods at 40 scale, one foot contour intervals for diversion structure locations and along pipeline alignments
- Field locate and add obscured surface features not visible in the aerial photography to the digital mapping file
- Ground survey with an accuracy of 0.1 foot or better at five (5) critical locations including Caltrans' GWTF connection, three diversion inflows and the Main Street sewer connection

Tetra Tech shall establish horizontal and vertical control and shall provide topographic maps in the design drawings for the proposed facilities and to facilitate preparation of detailed traffic control plans. An electronic copy of the aerial photography and topographic maps shall be provided to IRWD on CD.

Task 3.6 Geotechnical Investigation – Tetra Tech will retain Leighton Consulting, Inc. to conduct geotechnical investigation. The following tasks shall be conducted:

- Leighton Consulting will perform geotechnical reconnaissance of the diversion sites and pipeline alignment to observe site conditions and to locate exploratory borings.
- Leighton Consulting will conduct soil borings necessary to observe, test and classify soils, and depth to groundwater. The number, location and depth of borings shall be adequate to characterize the soils to at least five feet below any proposed structure or pipeline invert. Tetra Tech has based the level of effort, as follows: one (1) soil boring at each diversion site, one (1) soil boring every 1,500-foot interval along the proposed alignment and two (2) soil borings (one per side) for each of the six (6) jack and bore crossings identified in the in the feasibility study for alternative alignment 1, for a total of twenty seven (27) borings.
- The location of all soil borings will be plotted on a map and attach the map to the Geotechnical Report. Include complete logs of the soil profiles in the report.
- Leighton Consulting will conduct laboratory tests of selected samples to evaluate moisture content, density, gradation, Atterberg limits, consolidation, shear resistance, expansion, R-value, corrosivity, and/or other criteria as determined by the geotechnical engineer.
- A geotechnical report presenting findings, conclusions, and recommendations for the design and construction of proposed facilities will be prepared. The report shall include, at a minimum:
 - Groundwater presence and levels
 - Construction dewatering requirements
 - Pipe bedding requirements
 - Trench shoring requirements
 - Settlement potential
 - Excavatability of soils



- Locations of rock
- Backfill suitability
- Backfill compaction

The report shall emphasize any specific concerns regarding construction method and integrity of pipelines, pavements, and structures. The report shall make recommendations regarding the design of facilities, including:

- Active, at rest, passive and dynamic earth pressures
- Foundation type
- Allowable bearing pressure
- Coefficient of friction between the found and soils/subgrade
- Foundation design data
- Settlement potential
- Pipe bedding
- Maximum cut slope requirements
- Structural needs
- Groundwater dewatering well(s) design criteria
- Other standard design criteria

Six (6) copies of the draft Geotechnical Investigation Report (GIR) shall be submitted for review. Upon resolution and incorporation of review comments, six (6) copies of the final GIR and one (1) electronic copy in PDF on CD shall be submitted.

Task 3.7 Easements – Tetra Tech shall identify and obtain all required permanent easements, rights of entry, and/or temporary construction easements and shall coordinate with any affected parties. Tetra Tech has included budget for the preparation of five (5) legal descriptions, record owner reports and title searches.

Task 3.8 Electrical/Instrumentation – Tetra Tech shall prepare an operational scheme including P&IDs, single line diagrams, control equipment list, and method of integrating the proposed facilities into IRWD's existing SCADA system. Tetra Tech shall meet with IRWD electrical/telemetry staff in order to incorporate IRWD's standard operations and programming requirements into the design. Tetra Tech will develop and provide the operational scheme and functional descriptions (in plain English) for District review and approval. Tetra Tech will coordinate obtaining power and telemetry to the diversion site, and obtain Southern California Edison's (SCE) approval for the proposed electrical services the diversion sites.

Task 3.9 Project Schedule – Tetra Tech shall maintain and consistently update the project schedule, which shall include detailed schedules for both design and construction activities. The schedule shall include all critical factors impacting the project schedule including implementation, permitting and coordination activities to ensure that the project is completed in accordance with the proposed schedule. The schedule will be prepared in Microsoft Project.

Task 3.10 Opinion of Probable Cost – Tetra Tech will prepare a detailed and itemized opinion of probable construction cost for the proposed facilities, which shall be updated and submitted with the 60 percent, 90 percent and final submittals.

Task 3.11 CEQA/NEPA Contractor Coordination – Tetra Tech will coordinate to provide project design data to the environmental documentation (CEQA/NEPA) contractor. An allowance of \$10,000 is included in the proposed budget for this task.



Task 3.12 Bridge Crossings – Tetra Tech has included a \$40,000 allowance in the budget (\$20,000 per bridge crossing) for bridge structural calculations if the bridge crossings are determined to be economical, and acceptable to the owner of the bridge. The level of effort for the structural calculations and evaluation can be determined once the existing bridge plans are obtained and the concerns of the bridge owner are determined. These services may be separately authorized as needed, and as directed by the IRWD Project Manager.

Task 3.13 Miscellaneous – Tetra Tech has included a \$35,000 allowance in the budget for miscellaneous services that may be separately authorized as needed, for additional potholing, survey, field work, mapping, geotechnical work, surge analysis, noise study and/or other work as directed by the IRWD Project Manager.

Task 3.14 Final Design Deliverables – Deliverables shall be made as follows for contract documents:

- Ten (10) copies of the 60 percent submittal and one (1) CD containing AutoCAD files for the entire plan set. The submittal shall include civil/site, mechanical and electrical plans demonstrating the basic pipeline alignments, and providing preliminary profiles and showing existing utilities.
- Ten (10) copies of the 90 percent submittal and one (1) CD containing AutoCAD files for the entire plan set. The submittal shall include each component of the design with civil, mechanical, structural, electrical and instrumentation plans. High level of detail pipeline plan and profile, connection details, and locations of appurtenances will be shown on the plans. All sections of the Project Manual will be submitted, except for the appendices.
- Ten (10) copies of the 100 percent (final) submittal, one (1) CD containing AutoCAD files for the entire plan set, and one (1) CD containing a single PDF file of the entire signed project plan set at original scale. The Project Manual will be submitted. A notebook of design calculations will be submitted including civil, mechanical, structural, pipe thickness and restraint calculations.
- Stamped and signed reproducible plans on mylar (or as otherwise agreed upon with the District) and original signed Project Manual for District's signatures. Tetra Tech will attend a meeting for District's signatures to explain the project, and to answer questions.

Task 3.15 Addenda Preparation and Pre-Bid Meeting – During the bidding period, Tetra Tech will assist with providing information and clarification of bid documents to prospective bidders and prepare up to two (2) addenda to the contract documents. Tetra Tech shall conduct one (1) pre-bid meeting, including a site visit with potential bidding contractors.



Task 4 – Construction Phase Services

Tetra Tech will provide construction support service. The anticipated level of service for each is summarized to follow.

Task 4.1 Project Meetings – Tetra Tech will attend/conduct up to thirty (30) construction progress meetings of two hours each during the construction period and shall provide meeting minutes for each meeting.

Task 4.2 Contractors Request for Information – Tetra Tech shall respond to thirty (30) Requests for Information. We have assumed that five (5) of the RFIs will require sketches.

Task 4.3 Minor Plan Revisions – Tetra Tech has included a budget for up to eighty (80) hours of staff time for minor revisions to the construction drawings.

Task 4.4 Site Visits – Tetra Tech shall conduct up to fifteen (15) site visits of two hours each during the construction period.

Task 4.5 Shop Drawing Reviews – Tetra Tech shall review seventy (70) shop drawing submittals and/or resubmittals. Tetra Tech has included adequate fee amount to perform a second review of each shop drawing submittal.

Task 4.6 Record Drawings – Tetra Tech will prepare record drawings on 24-inch by 36-inch mylars at construction completion using the Contractor's and IRWD Inspector's redlines. Tetra Tech will submit final record drawing mylars, reissued signed mylars (as needed), AutoCAD files for the entire plan set, and a single color PDF electronic file of the entire signed plan set.

**TABLE 1
BASIS of DESIGN MEMORANDUM
OUTLINE**

Executive Summary

- Overview
- Cost Estimates

Section 1 Introduction

- 1.1 Purpose
- 1.2 Previous Reports / Analysis

Section 2 Design Criteria

- 2.1 Design Flow Rates
- 2.2 Pipeline Sizing
- 2.3 Back Pressure Requirement
- 2.4 Pipeline Materials
- 2.5 Preliminary Geotechnical Information

Section 3 Finalize Pipeline Alignment

- 3.1 Peters Canyon Channel
- 3.2 San Diego Creek Channel
- 3.3 Trail Impacts

Section 4 Crossings Design

- 4.1 Walnut Avenue
- 4.2 Como Channel / Metro Link Railroad
- 4.3 Edinger Avenue
- 4.4 Moffett Drive
- 4.5 Barranca Parkway
- 4.6 Alton Parkway
- 4.7 Main Street / Contributory to San Diego Creek at Main Street

Section 5 Hydraulics

- 5.1 Pipeline Design
- 5.2 Walnut GWTF Facility
- 5.3 Diversion Pump Stations - Pump Design
 - 5.3.1 - Como Channel
 - 5.3.2 - Edinger Circular Drain
 - 5.3.3 - Valencia Drain

Section 6 Diversion Structure Design

- 6.1 Civil Design
- 6.2 Intake Design (Como Channel)
- 6.3 Electrical and Instrumentation Design

Section 7 Permitting and Easements

- 7.1 Cities (Irvine and Tustin)
- 7.2 Orange County Flood Control District
- 7.3 California Department of Transportation (CalTrans)
- 7.4 Regional Water Quality Control Board
- 7.5 Metrolink Railroad
- 7.6 United States of America
- 7.7 HOA (K. Hovanian at Park Lane and Moffett Meadows Partners)
- 7.8 Environmental Protection Agency

Section 8 Cost Estimates

- 8.1 Capital Costs
- 8.2 Operation and Maintenance Costs

Appendices

- Figures
- Hydraulic Calculations
- Correspondence

**TABLE 2
DRAWING LIST**

Drawing Title

General Drawings

G-1 to G-3 General Sheets (3 sheets)

Plan and Profile Drawings

P-1 Walnut GWTF / Walnut Avenue and Crossing I
P-2 Walnut GWTF / Walnut Avenue and Crossing II
P-3 Peters Canyon Channel - Behind Harvard Park
P-4 Peters Canyon Channel - Como / Railway Crossing
P-5 Peters Canyon Channel - Edinger Crossing
P-6 Peters Canyon Channel - Moffet Dr
P-7 Peters Canyon Channel - B/w Moffet Dr and Warner
P-8 Peters Canyon Channel - B/w Moffet Dr and Warner
P-9 Peters Canyon Channel - Warner Avenue
P-10 Peters Canyon Channel - B/w Warner and Barranca I
P-11 Peters Canyon Channel - B/w Warner and Barranca II
P-12 Peters Canyon Channel - Barranca Pkwy and Crossing I
P-13 Peters Canyon Channel - Barranca Pkwy and Crossing II
P-14 Peters Canyon Channel - B/w Barranca and Alton I
P-15 Peters Canyon Channel - B/w Barranca and Alton II
P-16 Peters Canyon Channel - Alton Parkway
P-17 Peters Canyon Channel - B/w Alton and Main I
P-18 Peters Canyon Channel - B/w Alton and Main II
P-19 Main Street - Connection Point

Pipeline Details

D-1 and D-2 Pipeline Details I and II

Diversion Pump Station Drawings

C-1 Como Channel
C-2 Edinger Circular Channel
C-3 Valencia Channel
C-4 Diversion Piping Profiles
M-1 Pump Station Typical Plan, Section and Details
M-2 Como Diversion Inlet Facility
M-3 Diversion Facility Miscellaneous Details
M-4 Back Pressure Structure Plan and Sections
M-5 Miscellaneous Details

Electrical and Instrumentation

E-1 Electrical Notes and Legend
E-2 Site Plan Electrical
E-3 Power Plan
E-4 Instrument and Control Plan
E-5 One-Line Diagram
E-6 Panel Schedule, Conduit Schedule
E-7 Panel Elevation Details
E-8 Wiring Schematics I
E-9 Wiring Schematics II
P-1 Process and Instrumentation

Traffic Control Drawings

TC-1 Warner Avenue I
TC-2 Warner Avenue II
TC-3 Warner Avenue III
TC-4 Main Street I
TC-5 Main Street II
TC-6 Main Street III

OCFCD Maintenance Exhibits

Exhibit 1 Walnut GWTF to Como Channel
Exhibit 2 Como Channel to Edinger
Exhibit 3 Edinger Avenue to Moffett Dr
Exhibit 4 Moffett Dr to Warner Ave
Exhibit 5 Warner Ave to Barranca Pkwy
Exhibit 6 Barranca Pkwy to Alton Pkwy
Exhibit 7 Alton Pkwy to Main Street



PROJECT TEAM

Tetra Tech has assembled a Project Team that possesses the knowledge, experience and enthusiasm necessary to successfully complete the project. The Project Team is devoted to completing your project within schedule and under budget, and not only meet, but exceed your expectations. The following paragraphs summarize the qualifications of our key project staff.

Project Manager: **Mr. Tom Epperson, P.E.** will be the Project Manager and will provide project oversight and ensure that the necessary resources are committed to Mr. Tsoi in order to get the job done. Mr. Epperson has over 32 years of experience and will provide his technical expertise to assist the design team in the areas of constructability, specifications, review and as-needed project management support. Tom and Mike have been working together for 15 years on similar pipeline projects throughout Southern California, including small and large diameter pipeline, including channel and roadway crossings via jack-and-bore and pipeline attachment to bridge structures.

Task Manager: **Mr. Mike Tsoi, P.E.** will provide the overall project direction and coordination, technical oversight, quality management and provide all day-to-day contact with District staff. Mr. Tsoi has over 20 years of experience working on similar projects. Mr. Tsoi has previously worked with the District on the following past projects: Irvine Desalter Project Raw Water Conveyance Pipeline, Irvine Desalter Wells, Shady Canyon Pump Station, and Tustin Zone 5 Pump Station and Transmission Main.

Mr. Corey Hess, P.E. will be the Project Engineer. Mr. Hess will work directly with Mr. Epperson and Tsoi and has over 11 years of experience. Mr. Hess has previously worked with the District on the following past projects: Baker Water Treatment Plant, PA 30/51 Sub Area Master Plan, and Tustin Legacy Sub Area Master Plan.

Above key team members are seasoned and have designed over 25 miles of water/sewer/recycled water pipelines within Southern California during the last 10 years.

P R O J E C T T E A M C H A R T



Detailed resumes for all of the key personnel are provided in the Appendix.



PROJECT SCHEDULE

Tetra Tech has reviewed the project scope of services and understands the importance of the schedule. We are familiar with the project site and understand the purpose of the work and the extent of our efforts which will be necessary to complete the project. In addition, our experience with pipeline design allows for thorough understanding of the critical items of work.

Tetra Tech will meet the following significant project milestones:

Notice to Proceed	October 29, 2013
Submit Basis of Design Memorandum	November 26, 2013
Final Basis of Design Memorandum	December 20, 2013
60% Design – Drawings	January 20, 2014
90% Design – Drawings and Project Manual	March 11, 2014
100% Design – Drawing and Project Manual	April 24, 2014
Execution of Contractor Contract	June 30, 2014

BUDGET

As requested in the RFP, Tetra Tech has included our budget proposal in a separate sealed envelope. Our budget proposal includes estimated hours per task, subconsultant costs, reproduction and other direct costs. We have also included our proposed Hourly Rate Schedule.

MISCELLANEOUS

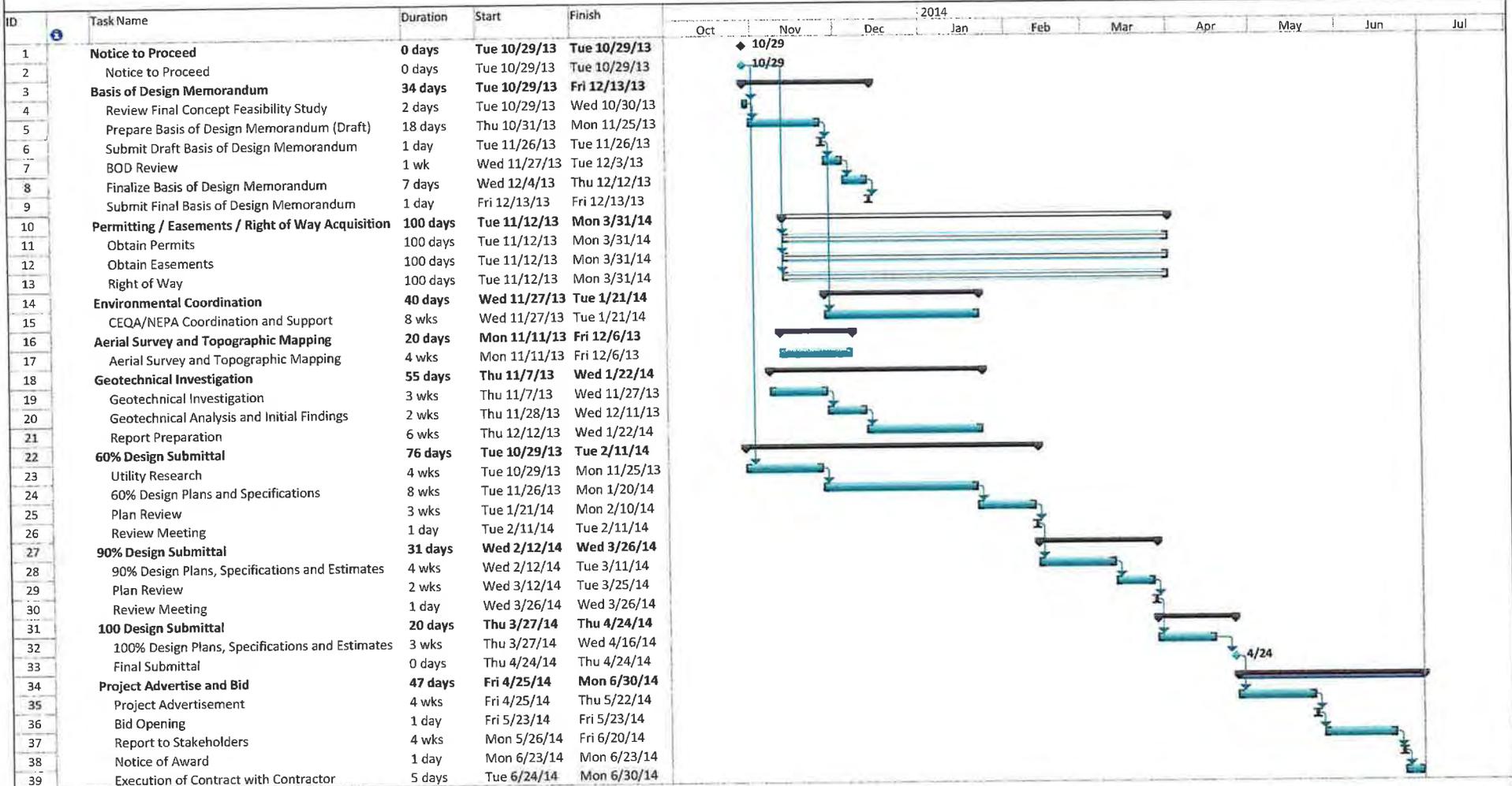
Joint Venture: No joint venture will be used on the project.

Conflict of Interest: Tetra Tech has no Conflicts of Interest on this project.

Insurance: Tetra Tech has insurance coverage in the limits required in the request for proposal. A copy of our insurance documentation is attached.

Contract: Tetra Tech has reviewed the sample IRWD contract and we have no proposed changes.

PETERS CANYON CHANNEL WATER CAPTURE AND REUSE PIPELINE
PROJECT SCHEDULE



Project: Peters Canyon Channel
Capture and Reuse Pipeline





**2012-13
INSURANCE COVERAGE**

Broker: AON Risk Insurance Services West, Inc.
 707 Wilshire Blvd., Suite 2600
 Los Angeles, CA 90017
 (866) 283-7122; Fax (847) 953-5390

Ann Whisenhunt, Account Manager
 (213) 630-3270; Fax (847) 953-0574
 ann_whisenhunt@ars.aon.com

Ordering Certificates: acs_chicago@ars.aon.com;
 cc Karen_wojnicki@ars.aon.com
 or fax 1-800-363-0105

Coverage: See below

Coverage	Company	Policy No.	Policy Dates	Limits	Best's Rating Guide	
					Key Rating	Financial / Size
Professional, Pollution/E&O Legal Liability	Chartis Specialty Insurance Company	COPS 1952583	10/01/12 – 10/01/13	\$5,000,000/ \$5,000,000	A	XV (\$2 Billion+)
General Liability	National Union Fire Ins. Co. of Pittsburgh	GL2491933	10/01/12 – 10/01/13	\$2,000,000/ \$4,000,000	A	XV (\$2 Billion+)
Workers' Comp.; Employers' Liability	Insurance Co. of the State of PA	WC35896542-43-44-45	10/01/12 – 10/01/13	\$1,000,000	A	XV (\$2 Billion+)
Auto Insurance	National Union Fire Ins. Co. of Pittsburgh	CA 510 15 54	10/01/12 – 10/01/13	\$2,000,000 csl	A	XV (\$2 Billion+)
Excess Coverage	Lexington Insurance Company	TH1200022	10/01/12 – 10/01/13	\$5,000,000/ \$5,000,000	A	XV (\$2 Billion+)

Open Claims: Contact broker



TETRA TECH

September 13, 2013

Mr. Paul A. Weghorst, Director of Water Resources
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618

**Reference: Fee Proposal for Engineering Design Services for
Peters Canyon Channel Water Capture and Reuse Pipeline**

Dear Mr. Weghorst:

Tetra Tech appreciates the opportunity to submit our fee proposal to provide engineering design services for the Peters Canyon Channel Water Capture and Reuse Pipeline Project. Pursuant to the Request for Proposals, we have provided herein our fee proposal in a separate sealed envelope. We trust that our proposal demonstrates the high caliber of talent we have assembled for this project, our appreciation for the opportunity to work with the District to complete this challenging assignment, and coupled with our past performances, our dedication to IRWD's success.

Our proposed fee estimates have been prepared based on the described Scope of Work coupled with our project specific approach contained in our proposal. The person-hour estimates provide the estimated hours per classification per task. Pursuant to the requirements of the Request for Proposals, we have also submitted our Hourly Rate Schedule and not-to-exceed budget amount.

The following page provides a detailed person-hour per classification per task estimate for your reference.

As always, please do not hesitate to call me should you have any questions or desire any additional information. We look forward to your positive response to our fee proposal and working with the District on this exciting project.

Sincerely,

Tom Epperson, P.E.
Project Manager

TLE/cg
M:\Marketing\Proposals\WTRS\FY2013\WT117-IRWD-PetersCyn

Attachments

Tetra Tech, Inc.

17885 Von Karman Avenue, Suite 500, Irvine, CA 92614-6213
Tel 949.809.5000 Fax 949.809.5010 www.tetrattech.com

**Irvine Ranch Water District
Peters Canyon Channel Water Capture and Reuse Pipeline**

Fee Schedule

Task Description	SR Project Manager	Project Manager	Project Engineer	Design Engineer	CADD	W/P	Total Hours	Fees		TOTALS
								Labor	Sub-Contractors Re-imbursables	
1 Project Management										
1.1 Project Status Reports (24/6)	6	18	12	0	0	0	36	\$6,540		\$6,540
1.2 Meetings (12) and Workshops (3)	16	32	0	0	0	8	56	\$10,560	\$200	\$10,760
1.3 Constructability Review and QA/QC	50	0	0	0	0	0	50	\$14,500		\$14,500
Subtotal	72	50	12	0	0	8	142	\$31,600	\$200	\$31,800
2 Basis of Design Report										
2.1 Update Design Flow Estimates	0	2	4	8	0	0	14	\$2,000		\$2,000
2.2 Finalize Pipeline Alignment	0	4	8	32	20	0	64	\$8,680		\$8,680
2.3 Finalize Diversion Facility Design	2	8	12	32	20	0	74	\$10,540		\$10,540
2.4 Finalize the Type of Crossings	2	8	16	40	24	0	90	\$12,740		\$12,740
2.5 Verify Caltrans' GWTF Facilities and Operation	0	2	4	4	4	0	14	\$2,000		\$2,000
2.6 Draft Basis of Design Validation Memorandum	4	12	12	8	8	4	48	\$7,480		\$7,480
2.7 Final Basis of Design Validation Memorandum	2	4	4	4	4	4	22	\$3,300		\$3,300
Reproduction/Mileage	0	0	0	0	0	0	0	\$0	\$760	\$760
Subtotal	10	40	60	128	80	8	326	\$48,740	\$760	\$49,500
3 Final Design										
3.1 Project Manual	4	16	16	8	0	12	56	\$8,520		\$8,520
3.2 Construction Plans	0	0	0	0	0	0	0	\$0		\$0
General Sheets (3 sheets)	0	2	6	12	16	0	36	\$4,920		\$4,920
Plan and Profile (19 sheets)	4	20	40	80	160	0	304	\$41,960		\$41,960
Pipeline Details (2 sheets)	0	4	8	16	16	0	44	\$6,080		\$6,080
Diversion Structure and and PS Plan View (3 sheets)	2	6	12	20	32	0	72	\$10,220		\$10,220
Diversion Piping Profiles	0	2	4	8	8	0	22	\$3,040		\$3,040
Pump Station Plan and Sections and Details	2	4	8	8	16	0	38	\$5,620		\$5,620
Como Diversion Inlet Facility	2	6	12	16	16	0	52	\$7,620		\$7,620
Diversion Facility Miscellaneous Details	0	4	8	8	12	0	32	\$4,520		\$4,520
Back Pressure Structure Plan and Sections	2	4	8	12	16	0	42	\$8,140		\$8,140
Miscellaneous Details	0	2	4	8	8	0	22	\$3,040		\$3,040
Electrical and Instrumentation. (10 sheets)	8	24	60	60	120	0	272	\$39,180		\$39,180
Traffic Control Plans (6 sheets)	0	6	12	24	40	0	82	\$11,200		\$11,200
OCFGD Maintenance Exhibit (7 sheets)	0	4	8	8	32	0	52	\$7,120		\$7,120
3.3 Permits (allowance)	8	24	32	24	0	16	104	\$16,000	\$30,000	\$46,000
3.4 Utility Research	0	2	8	16	40	4	70	\$9,280	\$20,220	\$29,510
3.5 Aerial Survey and Topographic Mapping	0	0	2	4	4	2	12	\$1,560	\$38,530	\$41,110
3.6 Geotechnical Investigation	0	0	2	4	0	4	8	\$1,040	\$51,175	\$52,215
3.7 Easements	4	4	4	4	0	4	20	\$3,360	\$12,500	\$15,860
3.8 Electrical / Instrumentation	4	8	20	20	20	0	72	\$10,840		\$10,840
3.9 Project Schedule	0	4	8	8	0	0	20	\$2,960		\$2,960
3.10 Opinion of Probable Cost	2	8	8	16	0	2	36	\$5,420		\$5,420
3.11 CEQA/NEPA Coordination (allowance)	0	0	0	0	0	0	0	\$0	\$10,000	\$10,000
3.12 Bridge Crossings (allowance)	0	0	0	0	0	0	0	\$0	\$40,000	\$40,000
3.13 Miscellaneous Service (allowance)	0	0	0	0	0	0	0	\$0	\$35,000	\$35,000
3.14 Final Design Deliverables	4	4	8	8	12	4	40	\$6,080		\$6,080
3.15 Agenda Preparation and Pre-Bid Meeting	4	12	8	4	4	2	34	\$5,600		\$5,600
Reproduction/Mileage	0	0	0	0	0	0	0	\$0	\$5,645	\$5,645
Subtotal	50	170	306	396	572	48	1542	\$221,300	\$244,100	\$465,400
4 Construction Phase Services										
4.1 Project Meetings (30)	8	52	0	0	0	0	60	\$10,640		\$10,640
4.2 RFIs (30)	4	40	40	20	10	0	114	\$17,860		\$17,860
4.3 Minor Plan Revisions (80 hours)	0	0	2	4	74	0	80	\$10,460		\$10,460
4.4 Site Visits (15)	6	16	8	0	0	0	30	\$5,580		\$5,580
4.5 Shop Drawing Reviews (70)	4	52	70	30	20	10	186	\$28,180		\$28,180
4.6 Record Drawings	0	0	4	8	50	0	62	\$8,180		\$8,180
Reproduction/Mileage	0	0	0	0	0	0	0	\$0	\$4,400	\$4,400
Subtotal	22	160	124	62	154	10	532	\$80,800	\$4,400	\$85,300
Total	154	420	502	586	806	74	2642	\$380,540	\$249,460	\$630,000



**EXHIBIT "A"
2014**

**HOURLY CHARGE RATE AND
EXPENSE REIMBURSEMENT SCHEDULE**

Professional

Engineering Intern/Technician/Assistant...	\$ 65.00
Project Administrator.....	\$ 65.00
Designer/CAD Operator/Engineer I	\$ 130.00
Engineer II and III/Senior Designer	\$ 130.00
Biologist.....	\$ 130.00
Planner	\$ 130.00
Senior Engineer/Landscape Architect.....	\$ 140.00
Project Engineer/Project Coordinator	\$ 160.00
Senior Planner.....	\$ 160.00
Senior Scientist	\$ 160.00
Senior Project Engineer	\$ 210.00
Project Manager/Sr. Project Coordinator...	\$ 230.00
Senior Project Manager.	\$ 290.00
Program Director/Project Director.....	\$ 290.00

Administrative

Administrative Clerk	\$ 65.00
Word Processor/Admin. Support	\$ 100.00
Graphic Designer/CADD.....	\$ 130.00

Reimbursable In-House Costs

Photo Copies (B&W 8.5"x11")	\$ 0.15/Each	Compact Discs.....	\$10.00/Each
Photo Copies (B&W 11"x17")	\$ 0.40/Each	Large Format Copies	\$ 0.80/S.F.
Color Copies (up to 8.5"x11")	\$ 2.00/Each	Mileage.....	\$0.50/Mile *
Color Copies (to 11"x17").....	\$ 3.00/Each	*current GSA POV Mileage Rate subject to change	

All other direct costs, such as subconsultants, reproduction, special photography, postage, delivery services, overnight mail, and printing will be billed at cost plus 15%.

Exhibit "E"

**Peters Canyon Channel Water Capture and Reuse Pipeline
Environmental Consultant Selection Matrix**

	Weights	ESA		Dudek		LSA	
TECHNICAL APPROACH	60%						
*Project Approach	40%	1		2		3	
*Scope of Work	30%	1		2		3	
*Man Hour Estimates	30%	1		2		3	
Weighted Score (Technical Approach)	100%	1.00		2.00		3.00	
EXPERIENCE	40%						
*Firm/Team	15%	1		3		2	
*Program Director / Principal	10%	1		2		3	
*Project Manager	35%	1		2		3	
Hydrology	10%	1		2		3	
Biological	10%	2		3		1	
Cultural	10%	2		1		3	
Other	10%	1		2		3	
Weighted Score (Experience)	100%	1.20		2.15		2.65	
COMBINED WEIGHTED SCORE	100%	1.08		2.06		2.86	
FINAL RANK		1		2		3	
STAFF (2)			Yrs		Yrs		Yrs
Program Director / Principal		Tom Barnes	21	John Porteous	28	Debra Pracillo	27
Project Manager		Jennifer Jacobus, PhD	11	Rachel Struglia, PhD	16	Angie Jung	9
Deputy Project Manager		NA		Brian Grattidge	17	NA	
Hydrology		Nick Garrity, PE	11	Trey Driscoll	12	* Henry Fehlman, PE	28
Biological		Greg Ainsworth	12	Vipul Joshi	16	Art Homrighausen	40
Cultural		Monica Strauss, MA, RPA	17	Micah Hale, PhD	17	Deborah McLean, RPA	40
Other - General Environmental		Laura Rocha	9	Michele Webb	1	Ashley Davis	31
Other - Traffic		Jack Hutchison, PE	28	* Keith Rutherford, TE	26	Ken Wilhelm	23
Other - Noise, Air, GHG, Energy		Tim Rimpo	28			Keith Lay	12
Other - Hazardous Materials / Geology		Michael Burns	32	Nicole Peacock, PE	14	* John Roberts	40
Subcontractors (Paleontology)		Paleo Solutions		NA		NA	
Subcontractors (Traffic)		NA		VA Consulting		NA	
Subcontractors (Geotech & Hazardous Materials)		NA		NA		Ninyo & Moore	
Subcontractors (Hydraulic)		NA		NA		Consultants	
TASKS			Man-hours		Man-hours (3)		Man-hours (4)
1. Project Initiation & Data Collection			25		106		98
2. Technical Reports			-		-		-
2.1 Reduced Discharge			210		120		538
2.2 Biological Resources			110		47		82
2.3 Cultural Resources			94		58		45.5
x.x Other (air, hazards, noise, land use, traffic)			0		339		177.5
3. Prepare IS/EA/MND			227		126		228
4. Prepare Screencheck Draft IS/EA/MND			38		10		100
5. Prepare and Distribute IS/EA/MND			18		75		80
6. Compile and Evaluate Comments from Public IS/EA/MND			59		52		74
7. Prepare Final IS/EA/MND			43		70		54
8. Final Certification			15		40		26

Exhibit "E"
Peters Canyon Channel Water Capture and Reuse Pipeline
Environmental Consultant Selection Matrix

	Weights	ESA	Dudek	LSA
9. Project Management and Coordination		56	67	68
10. NEPA Compliance and Coordination (optional)		102	46	2243
TOTAL HOURS (CEQA)		898	1110	1571
TOTAL HOURS (CEQA & NEPA)		1000	1156	853
FEE				
TOTAL COST (CEQA ONLY)		\$128,927	\$177,097	\$210,226
TOTAL COST (NEPA ADDITION)		\$14,270	\$6,720	\$122,985
TOTAL COST (CEQA & NEPA)		\$143,197	\$183,817	\$333,211
Average \$/manhrs (CEQA ONLY)		\$144	\$160	\$134
Average \$/manhrs (CEQA & NEPA)		\$143	\$159	\$391
OTHER				
Liability Insurance		YES	YES	YES

- (1) FORCED RANKINGS: 1=First, 2 = Second, 3 - Third
- (2) Staff names preceded with a * are subconsultants
- (3) Estimated at \$145/hr because man hours were not provided.
- (4) LSA's man hour estimates are for CEQA (Tasks 1-9) and NEPA - Categorical Exclusion (Task 11) (Categorical exclusion

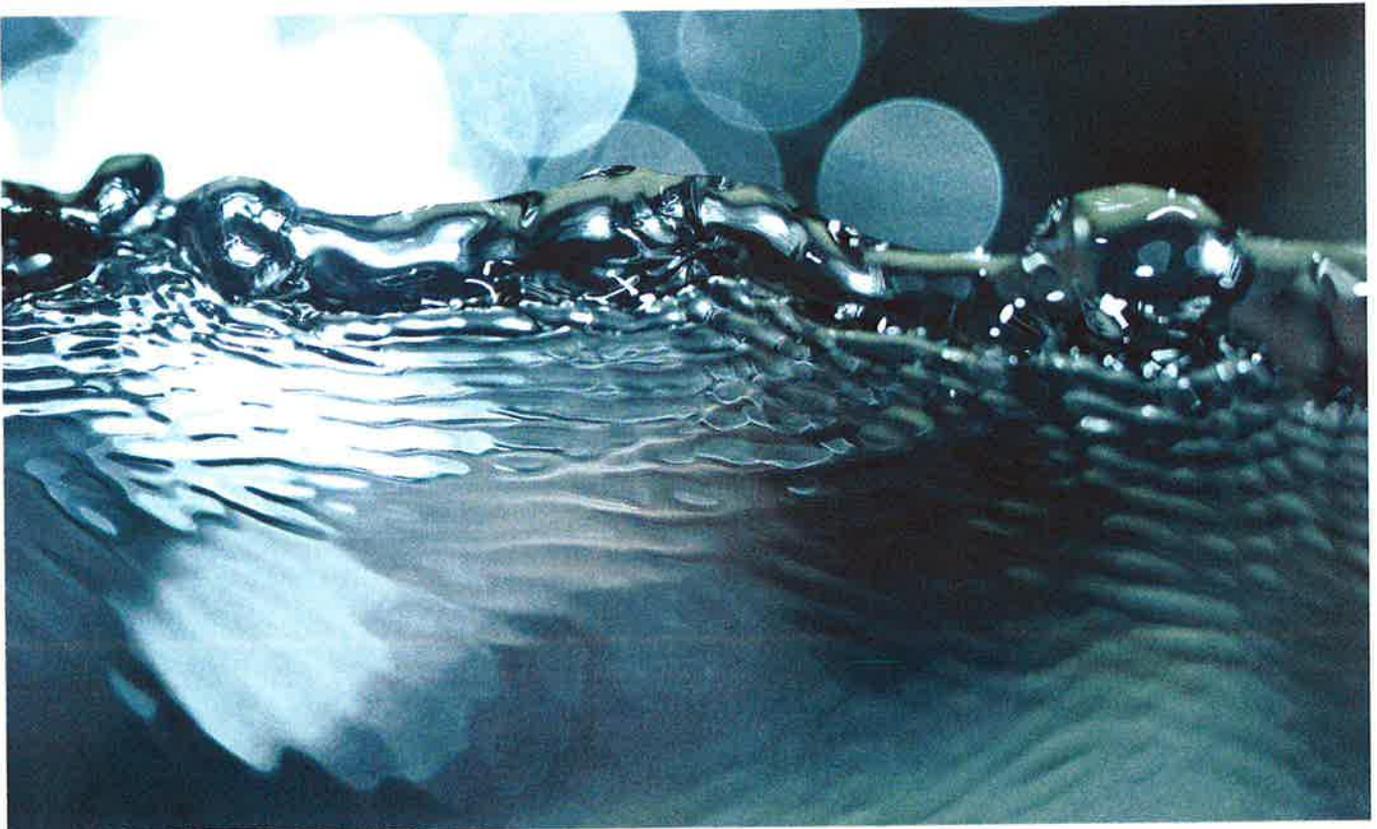
EXHIBIT "F"

Proposal

PETERS CANYON CHANNEL
WATER CAPTURE AND REUSE PIPELINE
CEQA/NEPA Compliance

Prepared for
Irvine Ranch Water District

November 7, 2013



November 7, 2013

Paul A. Weghorst
Director of Water Resources
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92718

Re: Request for Proposals: NEPA ready CEQA Documentation for the Peters Canyon Channel Water Capture and Reuse Pipeline

Dear Paul:

Irvine Ranch Water District, along with other partner/funding agencies, is embarking on an ambitious storm water diversion project to reduce dry-weather selenium and nitrogen loading to Peters Canyon Channel and San Diego Creek, in accordance with the requirements of the Santa Ana Regional Water Quality Control Board. We recognize that the proposed Peters Canyon Channel Water Capture and Reuse Pipeline Project (Reuse Pipeline Project) is important to the region because it will allow for improved water quality in the San Diego Creek watershed within the time period established by the Regional Board. The Reuse Pipeline Project also may potentially allow for IRWD and the partner agencies to qualify for selenium offsets associated with the Orange County Nitrogen and Selenium Management Program (NSMP). Compliance with the California Environmental Quality Act (CEQA), and potentially the National Environmental Policy Act (NEPA), is required in order to proceed with project implementation and Regional Board approval of the project.

<p>ESA Team</p> <table border="1"><tr><td>Trusted</td></tr><tr><td>Proven</td></tr><tr><td>Committed</td></tr><tr><td>Experienced</td></tr></table>	Trusted	Proven	Committed	Experienced	<p>To successfully meet the goals of the Reuse Pipeline Project, we have assembled a team to support IRWD and the partner agencies meet the objective of CEQA (and potentially NEPA) compliance in order to allow for construction contracts to be awarded in time for funding requirements to be met. One of the project's potential funding mechanisms is a Measure M2 Environmental Cleanup Program Tier 2 Grant from the Orange County Transportation Authority. This award requires construction contracts to be awarded by June 30, 2014, in order for full grant allotments to be collected, although one schedule extension may be available if deemed necessary.</p> <p>Why ESA? Our team has the reputation, experience, and abilities that can deliver a quality product in the short timeframe available. Our team brings proven management and technical expertise that differentiates us from other teams as described below:</p>
Trusted					
Proven					
Committed					
Experienced					

- **CEQA/NEPA Expertise.** We are industry leaders in providing comprehensive CEQA/NEPA compliance assistance. Our team knows, from repeated experience, the state and local CEQA and NEPA process requirements and implications associated with potential impacts based on magnitude and severity. This expertise allows us to provide our clients with strategic advice for designing compliance strategies that are appropriate for the situation.
- **Water Quality Benefits.** ESA's in-house Water Quality Program Group includes Certified Professional in Storm Water Quality (CPSWQ) and Qualified Storm Water Pollution Prevention Plan (SWPPP)

Developer/Practitioners. Our staff have participated in the Orange County NSMP and can expertly describe the benefits of reducing selenium and nitrogen loads within the watershed.

- **Effects of Reduced Discharge.** Our in-house hydrologists and biologists bring recent relevant experience with hydraulic modeling and evaluating effects of reduced river discharges and river diversions to downstream biological resources, water quality, and surface flows as shown in our recent work in the Santa Clara River, Santa Ana River, and Los Peñasquitos Lagoon.
- **Integrated Water Resources Management.** The depth and diversity of ESA staff provides decades of collective experience with projects related to the full spectrum of water resources management, including surface water diversions and water rights, urban runoff and storm water, water quality, wastewater, and groundwater.
- **Responsive and Efficient Project Management.** We understand that successful projects rely on responsive service, close communication, and quality control. Our project manager has recent, relevant experience with IRWD management staff and understands IRWD's quality and time commitment expectations. ESA has demonstrated ability to deliver services on time and on budget.

We demonstrate in this proposal our team's experience completing projects with similar key issues. This experience provides IRWD and the partner agencies with a team that will expedite the project schedule to the extent practicable to allow for funding requirements and deadlines to be achieved and implementation of the project within the Regional Board's timeframe for water quality improvement. Our proposed team for the Reuse Pipeline Project will be managed from our Los Angeles office by Jennifer Jacobus, Ph.D., Senior Managing Associate in ESA's Southern California Water Group. Jennifer is an experienced senior environmental project manager and supervises our local teams dedicated to environmental compliance for water and wastewater infrastructure projects. Jennifer will oversee and orchestrate ESA's comprehensive team resources as described in this proposal.

ESA is a trusted partner to IRWD and to many other Orange County and southern California agencies, including Orange County Sanitation District, Orange County Water District, the City of San Juan Capistrano, Los Angeles County Sanitation Districts, Los Angeles County Department of Public Works Waterworks Division, California Department of Water Resources (Southern Region), Metropolitan Water District of Southern California, and Los Angeles Department of Water and Power, to name a few. ESA provides an environmental support team with proven success, maturity, and no learning curve. We appreciate this opportunity to be considered for CEQA/NEPA documentation services for the Reuse Pipeline Project, and we are ready to deploy our experienced, responsive, and committed team. We look forward to describing our qualifications to you in more detail and discussing how we can support this important project.

Sincerely,



Tom Barnes
Director, Southern California Water Group

Proposal

PETERS CANYON CHANNEL WATER CAPTURE AND REUSE PIPELINE

CEQA/NEPA Compliance

Prepared for
Irvine Ranch Water District

November 7, 2013



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Oakland

Orlando

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San Diego

San Francisco

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Seattle

Tampa

Woodland Hills

P211448.02

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Section 1

Scope of Work

Project Understanding

Irvine Ranch Water District (IRWD), Orange County Flood Control District (OC Flood), City of Irvine, City of Tustin, California Department of Transportation (Caltrans), and Transportation Corridor Agency (TCA) are collectively seeking a cost-effective solution for the disposal of Peters Canyon Channel flows that contain high nitrate and selenium concentrations. The proposed Peters Canyon Channel Water Capture and Reuse Pipeline Project (Reuse Pipeline Project or proposed project) would divert high selenium nuisance surface and groundwater flows to the Orange County Sanitation District (OCSD) for treatment and reuse. Currently, these flows are discharged into either Peters Canyon Channel or into IRWD's Harvard Avenue Trunk Sewer (HATS) under a temporary special discharge permit. Certain discharges into Peters Canyon Channel are no longer allowed pursuant to the Santa Ana Regional Water Quality Control Board's Orders, including Nos. R8-2004-0021, R8-2007-0041, and R8-2009-0045. These discharges include selenium-laden water at levels above the RWQCB's permit limit. Temporary discharges to IRWD's sewer must be discontinued because the treatment process is not designed to remove selenium.

The preferred project is described in the *Final Concept Feasibility Study* for the Reuse Pipeline Project (RBF, January 25, 2013). The preferred alternative, Alignment 1, includes diversion of dewatered groundwater and surface storm drain flows into a backbone pipeline conveyance system that would connect to OCSD's sewer system. The project would be located in the cities of Tustin and Irvine along Peters Canyon Channel and San Diego Creek Channel. The project consists of the following components:

Backbone Reuse Pipeline: A backbone pipeline conveyance system consisting of about 17,300 lineal feet of 8-inch to 14-inch diameter pressurized pipeline would run along the southerly side of Peters Canyon Channel and northerly side of San Diego Creek Channel. The pipeline would begin at Caltrans' Ground Water Treatment Facility (GWTF) at Walnut Avenue and end at OCSD's 60-inch Main Street sewer. The pipeline would be designed to carry approximately 1,620 gpm of pumped flow to the OCSD connection point. The pipeline would cross Peters Canyon Channel twice and cross other storm drains, roadways, and a rail line. Up to six locations along the proposed alignment are expected to require jack-and-bore installation. In addition to the Caltrans GWTF connection, the pipeline also would receive inflow from three diversion structures and pump stations at Como Channel, Edinger Circular Drain, and Valencia Drain. These channels and storm drain currently discharge into Peters Canyon Channel just upstream of the confluence with San Diego Creek Channel, which is near Barranca Parkway.

Caltrans GWTF Diversion. The existing discharge pipeline from the groundwater pump station at the Caltrans GWTF would be connected to the proposed reuse pipeline for discharge of approximately 490 gpm (1.1 cfs). Flows would be discharged to OCSD year round, during both dry season and wet season. No other modifications would be required at the GWTF.

Storm Channel Diversions. All dry season flow from Como Channel, Edinger Circular Drain, and Valencia Drain would be diverted to the proposed reuse pipeline. Diversion structures would be constructed within the channels and storm drain just upstream of each discharge point into Peters Canyon Channel. Pump stations would consist of wet wells and submersible pumps sized for flows of 492 gpm, 123 gpm, and 515 gpm (1.1 cfs, 0.3 cfs, and 1.2 cfs), respectively. Total dry season flow diverted from Peters Canyon Channel would be approximately 1,130 gpm (2.6 cfs), and facilities would be designed to accommodate such flow. During the wet season, flows in these three storm channels would continue to discharge into Peters Canyon Channel.

A major component of the proposed project is the ability for the cities of Tustin and Irvine and OC Flood to discharge to OCSD's Urban Runoff Diversion Program (Runoff Program). This Runoff Program provides treatment of urban runoff at no cost as long as discharges are discontinued during a storm event when OCSD does not have excess treatment capacity. As a result, the proposed project would only divert dry season flow from Como Channel, Edinger Circular Drain, and Valencia Drain to OCSD's sewer main. Caltrans' groundwater discharges from the GWTF would occur year round, and thus Caltrans would not be a participant in the Runoff Program and is expected to require a special discharge permit with OCSD to implement the proposed project.

Work Plan

ESA is proposing the following scope of work to achieve environmental compliance for the Reuse Pipeline Project, in accordance with the California Environmental Quality Act (CEQA) and potentially the National Environmental Policy Act (NEPA). IRWD will be the CEQA Lead Agency. The other project sponsors, including OC Flood, City of Irvine, City of Tustin, Caltrans, and TCA, will be Responsible Agencies and are collectively referred to herein as "Funding Parties." We understand there is potential for the project to receive funding through Caltrans from the U.S. Department of Transportation, Federal Highway Administration (FHWA). As requested in the RFP, our proposed scope of work assumes that a joint CEQA/NEPA document in the form of an Initial Study/Environmental Assessment (IS/EA) will be prepared, leading to the adoption of a Mitigated Negation Declaration (MND) to achieve CEQA compliance only. The goal will be to provide a NEPA-ready document that can be used at a later date to achieve NEPA compliance in the event that federal funding is secured and a federal lead agency is engaged. Our scope of work includes an additional optional task for coordination and completion of the NEPA process using the proposed joint IS/EA, if and when such funding is secured.

Given the agencies potentially involved in the Reuse Pipeline Project that need to adopt the final environmental compliance documents in order to implement the project, our scope of work assumes that the IS/EA would be prepared in compliance with Section 15063 of the CEQA Guidelines; the template and guidance found in Caltrans' *Standard Environmental Reference*

(SER); and the FHWA's NEPA guidance documents, including Technical Advisory (T.6640.8a), *Guidance for Preparing and Processing Environmental and Section 4(f) Documents*.

Our scope of work includes technical studies that would be completed prior to the IS/EA in order to identify the effects of reduced discharges on downstream flow during the dry season, and associated impacts to biological resources as a result of flow reductions. In the event that these technical studies identify potential significant and unavoidable environmental effects, and if in consultation with IRWD and the Funding Parties it is determined that such effects cannot be mitigated and an environmental impact report (EIR) should be used for CEQA compliance instead of an IS/MND, ESA would prepare and submit a revised scope of work, cost estimate, and schedule for consideration and approval by IRWD and the Funding Parties.

Task 1: Project Initiation

ESA will prepare an agenda and attend a kick-off meeting at IRWD's offices. The kick-off meeting will be attended at least by ESA's Project Manager and our Hydrology and Biological Resources Technical Leaders. ESA will review initial project materials and submit a data request to IRWD for additional information needed to conduct the CEQA/NEPA assessment. The data request will include project description details, including construction and operational details, as well as sources of existing data to support the technical studies, such as existing dry-season flow monitoring data in the channels and biological resources survey data at and downstream of the proposed diversion points. ESA will independently make direct contact with data sources to obtain such information.

The approach and scope of the Reduced Discharge Technical Report (see Task 2.1 below) will be discussed at the kick-off meeting as well. Representatives from OC Flood will attend the kick-off meeting to present existing data related to dry-season flows downstream of the proposed storm channel diversions. This existing data will be provided to ESA at least three days in advance of the kick-off meeting to allow for review. ESA's Hydrology Technical Leader will lead the discussion with OC Flood regarding existing data, the proposed scope of the Reduced Discharge Technical Report, and alternatives methods of performing the analysis as recommended by OC Flood representatives. The outcome of this discussion may result in a modification to the proposed scope presented in Task 2.1. ESA's goal will be to utilize as much existing data and analyses as feasible to support the determination of potential effects of the proposed project on downstream flow. Task 9 provides for an additional in-person meeting during the course of the proposed project that can be used to discuss results of the adjusted Reduced Discharge analysis, if necessary.

Task 2: Technical Reports

2.1. Reduced Discharge Technical Report

Task 2.1 Products:

- 5 digital copies of Reduced Discharge Technical Report on CD
-

ESA acknowledges that OC Flood has extensive knowledge of, and experience with, Peter's Canyon Channel (PCC) and San Diego Creek (SDC) and is a valuable source of information. The final approach and scope for the proposed Reduced Discharge Technical Report will be determined at the kick-off meeting as described in Task 1. However,

the scope described below is recommended for purposes of budgeting. If revisions to the scope result in more or less effort than described below and budgeted in Table 2, IRWD and ESA will adjust the scope and budget as mutually agreed upon by both parties.

The proposed project will divert a total of approximately 2.6 cfs from three storm drains along PCC upstream of SDC. This diversion represents approximately 37% of the 7 cfs dry weather streamflow in PCC and 22% of the 12 cfs dry weather streamflow in SDC downstream of the PCC confluence.¹ Surface water flows and groundwater support some areas of riparian habitat in PCC and SDC, primarily downstream of I-405 and grade control structures between the I-405 and Upper Newport Bay and also along the channel banks. A portion of SDC streamflow is also routed through IRWD's San Joaquin Marsh & Wildlife Sanctuary, which supports freshwater wetland habitats and provide urban runoff treatment functions.

ESA's Low Flow Technical Study will evaluate the potential affect of reduced low flows on downstream riparian habitat and diversions to the San Joaquin Marsh. Overall, the proposed project is expected to improve habitat conditions by reducing selenium loading. The existing riparian habitat within the flood control channel is not expected to be greatly affected by this magnitude of low flow reduction because native riparian habitats are adapted to ephemeral flows. Note that the affect on tidal wetland habitats in Upper Newport Bay is expected to be insignificant due to the fact that tidal flows are significantly larger than the proposed diversion. Working in coordination with IRWD, our analysis will check whether the proposed diversion will decrease the availability of flows to the San Joaquin Marsh due to decreased channel flows and water levels, and if the decrease (if any) has any adverse affect.

ESA will perform the Reduced Discharge Technical Study as follows:

1. **Summarize PCC, SDC, and San Joaquin Marsh Hydrology.** ESA will gather and review available flow data from OC Public Works and others, information on the PCC Water Capture and Reuse diversion and operation, and San Joaquin Marsh management (to be provided by IRWD). The review will focus on dry weather conditions and periods of low flow, when the diversion will have the greatest affect.
2. **Flow Depth Analysis.** ESA will conduct field surveys in the river to collect data on channel depth and width and the elevation of riparian habitat within the channel and along the channel banks. Up to four cross-sections will be surveyed; we anticipate surveying two cross-sections in PCC and two in SDC downstream of the confluence with Peters Canyon Channel. We assume that OC Public Works and/or IRWD will provide permission to access the channel and benchmark information. ESA will prepare an at-a-station hydraulic analysis (e.g., spreadsheet calculation or simplified HEC-RAS model) for each cross-section location to provide water levels and depths for typical low flow conditions. The analysis will compare existing and project conditions to quantify the change in water level associated with the reduced low flow.
3. **Reduced Low Flow Impact Analysis.** Using the results of the flow depth analysis, ESA will identify and analyze potential impacts, including possible affects to downstream

¹ Dry weather streamflows from IRWD's 2011 Cienega Selenium and Nitrogen Removal Project – Streamflow Analysis

riparian habitat and San Joaquin Marsh operations. The estimated reduction in channel water levels and depths will be compared to surveyed riparian habitat elevations, and potential effects to riparian habitat will be evaluated. To evaluate potential effects to the San Joaquin Marsh, ESA will estimate any potential increase in the period in which SDC streamflow drops below operational levels for the San Joaquin Marsh. The effect of reduced water levels at the San Joaquin Marsh diversion structure will also be assessed and discussed with IRWD staff to confirm. In consultation with IRWD, ESA will develop and recommend measures to remedy any potential adverse effects.

2.2 Biological Resources Technical Report

Task 2.2 Products:

- 5 digital copies of Biological Technical Report on CD

Under the direction of ESA's Director of Biological Services for Southern California, Greg Ainsworth, ESA will prepare a Biological Resources Technical Report (BTR) for the proposed project. The BTR will conform to guidance provided in Caltrans' *Standard Environmental Reference* (SER) Volume 3 (Biological Resources).

ESA will use available information sources, including aerial photographs, topographic maps, habitat conservation plans (i.e., NCCPs) and existing biological and planning documents in the region to document existing biological resources in and around the project site, including the proposed pipeline alignment as well as in-channel resources downstream of the proposed storm water diversion points. ESA will access the California Department of Fish and Wildlife (CDFW), California Natural Diversity Data Base (CNDDDB) and the California Native Plant Society's *Electronic Inventory of Rare and Endangered Vascular Plants of California* to develop a list of threatened and endangered and other sensitive species with potential to occur within, or in habitats adjacent to, the project area. ESA will also request official special status species lists for the project area from the U.S. Fish and Wildlife Service.

ESA staff biologists will visit the project site and verify existing biological resources along and immediately adjacent to the pipeline alignment. ESA biologists will also verify existing in-channel biological resources within PCC and SDC downstream of the proposed diversion facilities. As mentioned above under Task 2.1, Upper Newport Bay is not expected to be affected by the project and as such biological field surveys and impact assessments will focus on PCC and SDC between the diversion points and Upper Newport Bay. Aerial photographs and topographic maps will be used for referencing observed resources. Global Positioning System (GPS) technology will be used to record field observations electronically to be used in Global Information System (GIS) mapping. A map showing the distribution of existing in-channel riparian habitats and other biological resources will be prepared and provided to ESA's Hydrology Team Leaders to assist in the selection of cross-section locations, which will target a variety of riparian configurations (see Task 2.1). ESA will rely on IRWD biologists and existing reports to provide information about current biological resources within the San Joaquin Marsh.

The BTR will compile and prioritize identified resources that might be affected by the project. Resources along and adjacent to the proposed pipeline alignment would temporarily be affected by project construction activities, both directly and indirectly. In-channel resources downstream of the proposed diversion facilities would be affected during project operation due to reduced dry season flow. The Reduced Discharge Technical Report (Task 2.1) will provide information about

the effect of project operation on dry season flow, including potential reduction of the wetted perimeter and channel depth and potential effects to the San Joaquin Marsh operations. These results will be used to determine the associated effects of reduced flow on in-channel biological resources, particularly riparian habitat, and on the San Joaquin Marsh. The BTR will address all CEQA thresholds for biological resources. The report will provide recommendations to mitigate effects of the project on the identified resources. ESA will work with IRWD's staff biologists to identify potential mitigation measures, including operational measures, to minimize potential impacts of the project to the San Joaquin Marsh. The report will also identify permits required from resource agencies necessary to implement the project. Such permits may include a Streambed Alteration Agreement from CDFW or a Clean Water Act Section 401 Water Quality Certification and will be determined once the impact analysis is complete.

2.3 Cultural Resources Technical Reports

Task 2.3 Products:

- 5 digital copies of ASR, HRCR, and PIER on CD
-

ESA will prepare an Archaeological Survey Report (ASR) and short form Historic Resources Compliance Report (HRCR) in support of CEQA/NEPA environmental documentation and for Caltrans' internal use. ESA will conduct archival research prior to initiating field work, including a records search at the South Central Coastal Information

Center (SCCIC). A Sacred Lands File search will be requested from the California Native American Heritage Commission (NAHC) in order to solicit information on sensitive or undocumented traditional/cultural sites in the vicinity of the project. Native American representatives identified by the NAHC as having affiliation with the area will be contacted to assist in identifying any locations of cultural sensitivity. ESA will also contact local historical societies by letter to assist with identification of any historic-period resources within the project area. This outreach will be conducted separate from any Section 106 consultation responsibilities of the lead federal agency. In addition, geoarchaeological review will be conducted to identify the landforms present and to generalize the archaeological sensitivity of the project area. This includes review of available historic maps and aerial photographs, as well as geotechnical studies of the area. ESA will be provided with any geotechnical investigation reports that have been completed for this project. A cultural resources survey of the project area will be conducted by a team of two surveyors in one day. This scope assumes that no archaeological or built historic resources will be encountered as a result of the survey.

The results of the cultural resources study, including archival research, Native American and historical society outreach, geoarchaeological review, and field survey, will be documented in an ASR and short form HRCR, which will conform to guidance provided in Caltrans' SER Volume 2: Chapter 2 – Sections 2.6 and 2.7 (State-Only Projects and Procedures) and Chapter 5 – Section 5-4.5 (Archaeological Reporting). The documents will provide background contexts for the project area, will present the methods and results of the study, provide recommendations regarding further treatment of any resources identified, and will address the likelihood of encountering subsurface intact archaeological resources during construction.

For this task, ESA will use its one and only proposed subconsultant, **Paleo Solutions**, for work pertaining to paleontological resources. Paleo Solutions will review geologic maps and relevant

scientific literature for the project area. A museum records search will be requested from the Natural History Museum of Los Angeles County (NHMLAC) to identify paleontological resources near the project area. In addition, using an accepted system of classification, Paleo Solutions will assign and map levels of sensitivity to the geologic units within the project area. In the event that the literature review and mapping indicate the presence of sensitive formations within the project area, Paleo Solutions may recommend a paleontological survey to be conducted under a separate scope of work and cost estimate. The results of the literature review, museum records search, and mapping will be documented in a Paleontological Identification and Evaluation Report (PIER). The report will present the methods and results of the study, address the paleontological sensitivity of the project area, and provide an impacts assessment and recommended mitigation, if any.

IRWD and the Funding Parties will be provided draft reports for review, prior to issuance of final reports. One round of consolidated comments will be addressed. Hard copies of the final reports will be filed with the appropriate archives. The conclusions and findings of the reports will be incorporated into the Cultural Resources section of the IS/EA

Task 3: Prepare Initial Study / Environmental Assessment (IS/EA)

Task 3 Products:

- 10 hard copies of the Administrative Draft IS/EA
- One digital copy on CD

ESA will prepare an Administrative Draft IS/EA in compliance with Section 15063 of the CEQA Guidelines; the template and guidance found on the Caltrans SER website; and the FHWA's NEPA guidance documents, including Technical Advisory (T.6640.8a), *Guidance for Preparing and Processing Environmental and Section 4(f) Documents*. The Administrative Draft IS/EA will identify potential environmental issues and provide an assessment of potential impacts based on the available information. The IS/EA will include a description of the proposed project including alternatives; the project purpose and need; a discussion of existing conditions and environmental impacts for all issue areas in the CEQA Environmental Checklist augmented with issues required by the FHWA's NEPA guidance documents; mitigation measures; and references. The Administrative Draft IS/EA also will contain appropriate graphics including regional and local vicinity maps, project description graphics, and an area of potential effect (APE) map for cultural resources. ESA will provide IRWD and the Funding Parties with the Administrative Draft IS/EA for comment and review. This scope of work assumes two rounds of comments and revisions will be conducted for the Administrative Draft IS/EA. The Draft IS/EA will include, but not be limited to, the following issue areas:

- **Aesthetics:** The IS/EA will summarize the aesthetic and visual quality impacts associated with construction and operation of the proposed project. The IS/EA will include a description of existing visual conditions in the project area, which includes public recreational trails along both Peters Canyon Channel and San Diego Creek Channel, and will evaluate if the proposed project will substantially degrade the existing visual character of the project area. The IS/EA will also evaluate the potential effects to visual resources and public view corridors and determine whether the proposed project would create substantial new sources of light and glare impacts within the project area. The evaluation will include photographs of the existing environment. Most of the proposed project facilities will be underground and not expected to permanently alter aesthetics of the project area. Some minor structures may be

above ground (e.g., electrical boxes, entrances to pump stations) and will be evaluated for potential long-term impacts.

- **Agriculture and Forestry Resources:** The IS/EA will briefly address agricultural and forestry resources. The project area is completely urbanized and is not expected to affect any such resources.
- **Air Quality/Greenhouse Gases/Climate Change:** The IS/EA will summarize existing air quality in the area and will identify current attainment plans for criteria pollutants. South Coast Air Quality Management District thresholds of significance will be identified for operational and construction activities. The analysis will include an assessment of consistency with AB32 and greenhouse gas emissions as they relate to climate change.
- **Biological Resources:** The IS/EA will summarize the results of the BTR (Task 2.2) and evaluate impacts of project construction and operation on biological resources, including special-status and invasive species, jurisdictional resources, and riparian habitat. The IS/EA will describe the state and federal regulatory environment, including the applicability (if any) of the Orange County Natural Communities Conservation Plan (NCCP), California Endangered Species Act, Federal Endangered Species Act, and Wild and Scenic Rivers Act, among others. Potential impacts to sensitive species and habitats will be documented and mitigation strategies identified that would minimize the impacts. The analysis will include a comprehensive list of permits (if any) required from resource agencies to implement the project.
- **Cultural Resources:** The IS/EA will summarize information from the ASR, HRCR and PIER and evaluate impacts to built historic resources, archaeological resources, paleontological resources, and human remains. The IS/EA will identify potential impacts of the project and provide mitigation measures to minimize impacts in accordance with CEQA and Section 106. The IS/EA will also summarize Native American outreach in accordance with CEQA Guidelines and NEPA.
- **Energy:** The IS/EA will address the energy demand for the proposed project and describe the project's potential impacts to energy resources.
- **Environmental Justice:** The IS/EA will address the potential for the proposed project to disproportionately affect minority and low-income populations in compliance with Executive Order 12898.
- **Geology and Soils:** The IS/EA will review and incorporate available geologic information about the project area. The IS/EA will summarize available regional and local geologic, seismologic, and geological data pertinent to the proposed project area. The IS/EA will identify potential geologic impacts of the project and will provide mitigation measures to minimize the effects where possible.
- **Hazards/Hazardous Materials:** The IS/EA will summarize known contamination sites within the construction areas and will list potentially hazardous materials used and stored during construction and operation of the project. The IS/EA will address potential soil contamination and groundwater contamination. The IS/EA will develop mitigation measures for management of contaminated soils and outline applicable hazardous materials handling and disposal requirements.

- **Hydrology/Water Quality:** The IS/EA will describe the surface water and groundwater resources within the project area and will evaluate potential impacts of the project. Operational impacts will be described, using the results of the Reduced Discharge Technical Report (Task 2.1) to evaluate impacts to downstream dry season flow and beneficial uses in PCC and SDC. The IS/EA will describe impacts to water quality using existing data in the *Final Concept Feasibility Study*, other project documents, and information available through the Orange County Nitrogen and Selenium Management Program (NSMP). The relevant RWQCB Orders will be described and related to the requirements and design of the proposed project. The IS/EA will evaluate how the proposed project affects and protects beneficial uses in PCC and SDC, in accordance with the RWQCB's Water Quality Control Plan (Basin Plan). Construction storm water runoff control measures required by the Cities also will be described.
- **Land Use/Planning:** The IS/EA will identify current land uses and sensitive receptors in the project vicinity, for use in assessing noise and air quality impacts of the project. Local General Plans, airport master plans, and habitat conservation plans will be identified and summarized if applicable. The IS/EA will evaluate consistency of the proposed project with existing land uses within the project area and develop mitigation measures to avoid or substantially lessen inconsistencies where feasible. The IS/EA will evaluate potential impacts associated with other development projects in the immediate vicinity.
- **Mineral Resources:** The IS/EA will describe any existing mineral resources in the project vicinity and describe the project's potential impacts to such resources. The project area is completely urbanized and is not expected to affect any mineral resources.
- **Noise and Vibration:** The IS/EA will evaluate potential short-term construction noise impacts and long-term noise effects associated with implementation of the proposed project. The IS/EA will evaluate the project's ability to comply with existing noise standards and policies. Sensitive receptors will be identified that could be affected by noise and vibration. If necessary, noise measurements will be collected at the site to document the existing ambient noise conditions at nearby residential neighborhoods. Mitigation measures will be developed to ensure that neighboring land uses are not adversely affected by construction noise. ESA will describe the ambient noise, local noise ordinances, local sensitive receptors, and potential noise generated by project construction and operation.
- **Population and Housing:** The IS/EA will describe population and housing resources and growth trends in the project vicinity and the IRWD service area and describe the project's potential impacts to such resources.
- **Public Services and Utilities:** The IS/EA will review the potential effects of the proposed project on utilities and public services resulting from both construction and operation of the project. The IS/EA will evaluate any potential disruption of services during construction and potential increases in demand for utility service systems. Potential increases in demand for public services such as fire protection and police protection services will be evaluated as well. The IS/EA will also evaluate landfill capacity to accommodate the project's solid waste disposal needs and compliance with federal, state, and local regulations related to solid waste.
- **Recreation:** The IS/EA will discuss potential impacts to recreational activities within the project area, particularly the Peters Canyon Trail and San Diego Creek Trail. The IS/EA will identify all recreational facilities that may be impacted and identify mitigation measures to minimize the impacts during construction. Most of the proposed project facilities will be underground and not expected to permanently affect recreational facilities in the project area.

Some minor structures may be above ground (e.g., electrical boxes, entrances to pump stations) and will be evaluated for potential long-term impacts.

- **Transportation and Traffic:** The IS/EA will characterize roadway traits, traffic flow, access, and circulation conditions on affected roadways and at major intersections in the project vicinity. The IS/EA will estimate the project construction traffic generation on the basis of estimates of earthwork quantities, spoils hauled on-site, worker crew size, and equipment needs. The IS/EA will include mitigation measures to ensure that traffic impacts during construction would be minimized.
- **Cumulative Effects:** The IS/EA will address potential cumulative impacts of implementing the proposed project in conjunction with past, present, and reasonably foreseeable public and private projects in the immediate project area. ESA will contact relevant agencies (city and county planning and public works departments, as well as Caltrans) to compile a list of major projects planned in the project vicinity, as well as any projects under way or completed in the last five years. A brief description of the most relevant past, present, and proposed future projects occurring in the immediate project area that could contribute to cumulative effects will be provided. The IS/EA will evaluate cumulative short-term construction impacts and cumulative long-term impacts associated with project operation.

Task 4: Prepare Screencheck Draft IS/EA

Task 4 Products:

- 10 hard copies of the Screencheck Draft IS/EA
 - One digital copy on CD
-

After IRWD and the Funding Parties complete two rounds of review of the Administrative Draft IS/EA, ESA will incorporate comments and prepare a Screencheck Draft IS/EA. IRWD and the Funding Parties will review the Screencheck Draft IS/EA and return final comments to ESA.

Task 5: Prepare and Distribute Public IS/EA

Task 5 Products:

- 50 hard copies of Public IS/EA
 - Five digital copies on CD
-

ESA will incorporate final comments made by IRWD and the Funding Parties and prepare an IS/EA for public review. ESA will prepare up to 50 copies of the IS/EA for public circulation. ESA will develop a mailing list in coordination with IRWD and the Funding Parties and mail out the IS/EA along with a Notice of Intent (NOI) to adopt a Mitigated Negative Declaration (MND). ESA will prepare public notices for publication in the local newspaper, submit copies of the NOI to the Orange County Clerk, and submit a Notice of Completion to the State Clearinghouse along with copies of the NOI and IS/EA. The public review period is 30 days for a MND submitted to the State Clearinghouse, per CEQA Guidelines Section 15105. The CEQA Guidelines do not require a public meeting for the MND process.

Task 6: Compile and Evaluate Comments on Public IS/EA

After the required review period, ESA will compile all written comments received on the Public IS/EA. Our scope of work assumes up to ten (10) comment letters of reasonable length (no more than 5 pages each) will be received. ESA will conduct an initial review of all comments, number them, and categorize them by subject. ESA will then prepare responses to each comment received. Draft Responses to Comments will be provided to IRWD and the Funding Parties for

review and consideration. ESA will revise the Responses to Comments to reflect feedback and suggested edits provided by IRWD and the Funding Parties.

Task 7: Prepare Final MND/IS/EA

Task 7 Products:

- 25 hard copies of the Final MND/IS/EA with MMRP
- Five digital copies on CD

ESA will work with IRWD and the Funding Parties to finalize Responses to Comments. The IS/EA will not be modified from its public draft form. The Final MND/IS/EA presented to the IRWD Board of Directors and the Funding Parties for consideration will consist of the MND, Public IS/EA, and Final Responses to Comments.

A Mitigation Monitoring and Reporting Program (MMRP) will be prepared to identify and delineate responsible parties for implementing mitigation measures presented in the IS/EA. ESA will prepare a Draft and Final MMRP that includes all mitigation measures, responsibility for their implementation, and method and schedule for reporting on their implementation. The Draft MMRP will be submitted to IRWD and the Funding Parties for review. The Final MMRP will be prepared based on comments received. The Final MMRP also will be printed and bound with the Final MND/IS/EA.

Task 8: Final Certification

Task 8 Products:

- Findings of Fact
- Notice of Determination

ESA will work with IRWD and the Funding Parties to ensure that the CEQA process is completed appropriately including preparing the final MND and Findings of Fact, if necessary. Upon adoption of the Final MND/IS/EA, ESA will prepare a Notice of Determination to submit to the County Clerk as required by CEQA. Our cost proposal (Section 5 below) includes the CDFW 2013 CEQA Filing Fees for an MND (\$2,156.25). This fee will increase nominally in 2014 as determined by CDFW.

Task 9: Project Management and Coordination

ESA will prepare monthly invoices and progress reports and track project deliverables to ensure the team adheres to the aggressive and strict project schedule for compliance with both CEQA and NEPA. ESA also maintains strict adherence to a standardized QA/QC program with documented structured reviews to ensure all deliverables meet the appropriate level of technical quality and completeness.

Our scope of work includes up to three (3) in-person meetings at IRWD Headquarters during the course of the scope presented above, in addition to the kick-off meeting included as part of Task 1. We assume that ESA's Project Manager and one additional team member, such as Project Director or other Technical Leader, would attend these meetings. Our scope of work also includes time for coordination with the design consultant, as requested by IRWD.

Task 10 (Optional): NEPA Compliance and Coordination

In the event that IRWD and/or the Funding Parties secure federal funding from FHWA, this task includes effort for ESA to consult and coordinate with the federal agency to ensure the IS/EA is in compliance with NEPA and the FHWA's NEPA guidance documents. Our scope of work allows for minor editing of the IS/EA to allow the FHWA to utilize the document for NEPA compliance. ESA will assist IRWD, the Funding Parties, and the FHWA with the NEPA process by preparing additional documentation, such as Findings of No Significant Impact and the Record of Decision, and providing support for FHWA consultation with the State Historic Preservation Officer (SHPO) to achieve compliance with Section 106 NHPA. In California, the FHWA has allocated its Section 106 consultation responsibilities to Caltrans under a programmatic agreement (see Exhibit 1.1 of the SER). ESA will prepare additional documents as requested by Caltrans, such as a Historic Property Survey Report short form. ESA assumes that a Historic Resources Evaluation Report will not be required and that Caltrans will prepare the Finding of Effect document. ESA will also assist Caltrans with SHPO consultation as necessary.

SECTION 2

Team

ESA's proposed project team is made up of a select group of professional staff, assembled to provide the best combination of expertise to meet the various needs of the Reuse Pipeline Project. ESA's depth of staff gives us the ability to match the appropriate skills with the tasks at hand. Our project team includes a Management Team and Technical Team with an extensive history of working together on many CEQA/NEPA projects. Our key Management Team and Technical Team Leaders are briefly described below. ESA's Team Organization Chart, **Figure 1**, identifies the areas of expertise and responsibilities of all key personnel. Resumes for all staff shown in Figure 1 are provided in **Appendix A**.

A demonstration of our Management and Technical Teams' experience and capabilities relative to the proposed project is presented below, in **Table 1**, after our team introductions.

Management Team

Our Management Team includes Tom Barnes as Project Director and Jennifer Jacobus as Project Manager. Jennifer and Tom have worked together for almost 10 years and have a demonstrated track record for successful completion of CEQA/NEPA documents, permits, and regulatory processes and approvals. As leaders in ESA's Southern California Water Resources Group, Tom and Jennifer focus on the full-spectrum of water resource management projects, including river discharges and diversions, pipeline installations, groundwater recharge and basin management projects.



Tom Barnes | Project Director
Director, ESA Southern California Water Group

As Director of ESA's Southern California Water Resource Group, Tom is focused on providing environmental planning and management services for water and wastewater utilities in the southern California region. He has over 20 years of experience in CEQA/NEPA analysis, project management, environmental documentation, permit review and facilitation, and data analysis. Tom has overseen the preparation of two reduced discharge studies, one for Los Angeles County Sanitation Districts' (LACSD) SCVSD Facilities Plan Update for the Valencia and Saugus Water Reclamation Plants (WRPs) located along the Santa Clara River and another for the City of San Bernardino's Recycled Water Project along the Santa Ana River. Tom also managed the Santa Ana Water Rights Application EIR for Orange County Water District, which included an assessment of river diversions, discharges, and flow impacts both upstream and downstream of Prado Dam. Tom has overseen the successful preparation and adoption of various joint CEQA/NEPA documents as well, including IRWD's Tustin Wells Project IS/MND/EA and the City of San Juan Capistrano's Recycled Water Master Plan EIR/EA.

Project Role: Tom will be our **Project Director**. Tom will provide oversight for strategic CEQA and NEPA decisions and will ensure all technical analyses and deliverables are prepared in accordance with ESA's strict Quality Assurance / Quality Control program.

Availability: Tom will dedicate time as-needed during the course of the project timeline, contributing about ten percent of his time on average to the Reuse Pipeline Project.



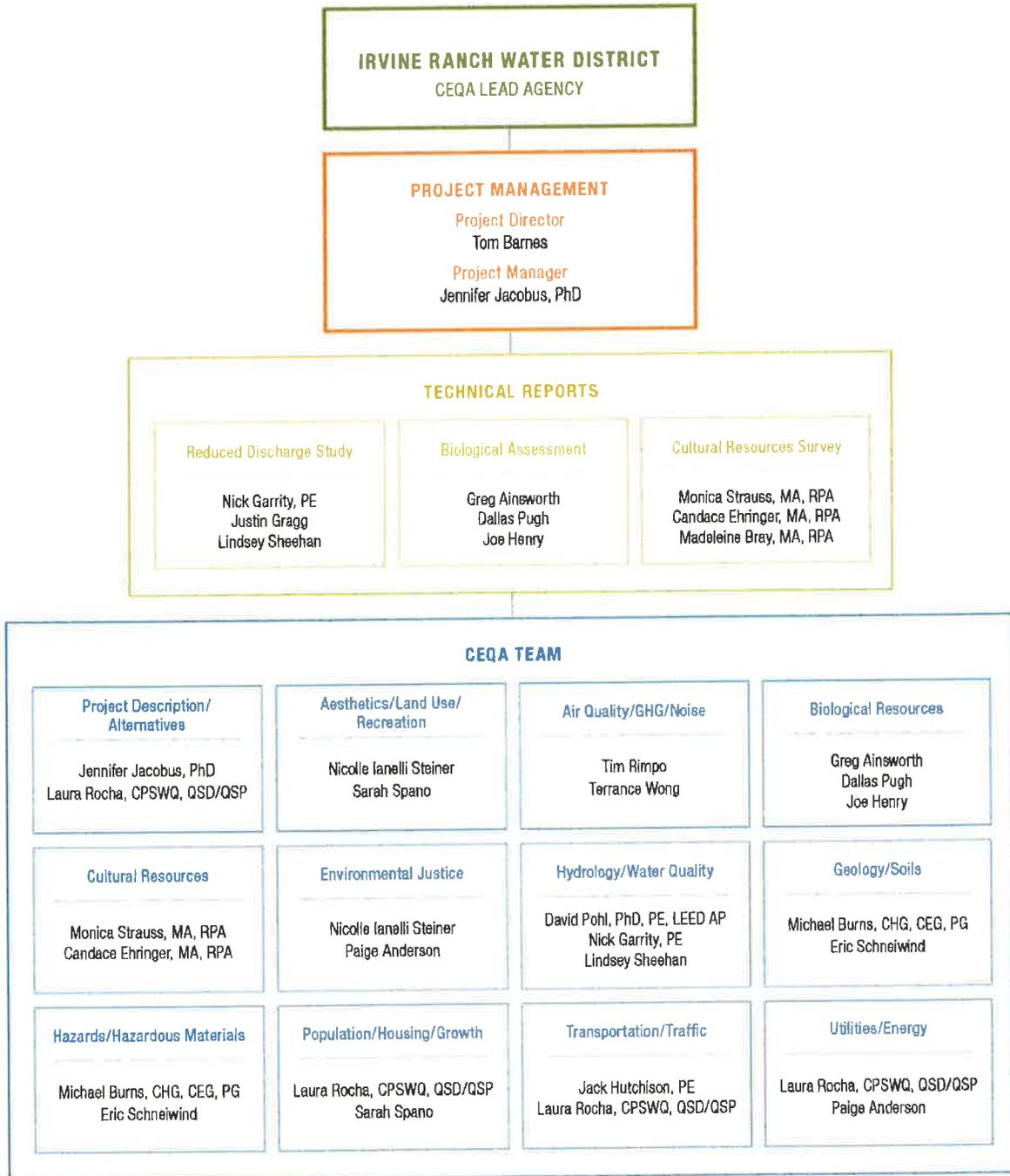
Jennifer Jacobus, PhD | Project Manager
Senior Managing Associate, ESA Southern California Water Group

Jennifer is an accomplished CEQA/NEPA project manager with over 10 years of professional experience and a reputation for customer service and client satisfaction. Jennifer focuses exclusively on water and wastewater clients and projects throughout Southern California. Jennifer managed the Reduced Discharge Study for LACSD's Santa Clarita Valley Sanitation District Facilities Plan Update, which required reduced discharges from the Valencia and Saugus WRPs located along the Santa Clara River in order to comply with TMDL limits for chloride adopted by the Los Angeles RWQCB. Jennifer has worked on many projects involving pipeline installations, including IRWD's Tustin Wells Project, which achieved CEQA/NEPA compliance with an IS/MND/EA and successfully met aggressive scheduling requirements for federal funding from the U.S. Bureau of Reclamation; Los Angeles County Department of Public Works Waterworks Division 40 (LACWWD40) Regional Recycled Water Project, for which the Phase II pipeline required crossing of Amargosa Creek and which achieved CEQA/NEPA compliance with an IS/MND/EA to meet funding requirements of the U.S. Environmental Protection Agency; and the Baker Water Treatment Plant Project, which included a new emergency discharge into Serrano Creek.

Project Role: Jennifer will be our **Project Manager and IRWD's primary point of contact**. Jennifer will manage the project's overall direction and schedule, will ensure ESA staff implement the Work Plan described in this proposal successfully and within budget, and will provide senior review of deliverables prior to submittal to IRWD and the Funding Parties to ensure technical excellence.

Availability: Jennifer will dedicate time as-needed during the course of the project timeline, contributing about 25 percent of her time on average to the Reuse Pipeline Project.

Figure 1 Team Organization



SECTION 4

Schedule

Our proposed schedule reflects a total of nine to ten months from project initiation to adoption of the final MND/IS/EA. Our schedule is relative to an assumed kick-off meeting date of December 2, 2013. The actual schedule will be revised once a notice to proceed is issued and the actual kick-off meeting date is set.

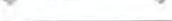
The proposed Technical Reports will be completed first, prior to the augmented CEQA Environmental Checklist. The results of the Reduced Discharge Technical Report and BTR will be used to confirm that an IS/EA is the appropriate document for CEQA compliance. The Reduced Discharge Technical Report and BTR will be prepared simultaneously and will require approximately 8 to 12 weeks to complete, given their interdependence on data and results. Once the Technical Reports are finished, the MND process will take approximately six months to complete. Given the number of sponsoring agencies involved – IRWD plus up to five additional Funding Parties – at least two weeks have been allocated for agency review of draft deliverables. If such reviews take longer than two weeks, then the overall schedule will be protracted.

If NEPA compliance is required, the schedule may be prolonged, depending on when in the schedule timeline NEPA funding is confirmed and the federal lead agency is officially engaged. NEPA compliance could extend the schedule by approximately two to four months, depending on the federal agency process requirements. Consultation with SHPO to achieve concurrence can take up to 60 days; however, the SHPO consultation process can occur simultaneously with NEPA.

Irvine Ranch Water District Peters Canyon Channel Water Capture and Reuse Pipeline Project IS/EA Schedule

ID	Task Name	Duration	Start	Finish	2014											
					Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1	CEQA Process Only: MND/IS/EA	200 days	Mon 12/2/13	Fri 9/5/14	[Summary bar from Dec 2013 to Sep 2014]											
2	Project Initiation	10 days	Mon 12/2/13	Fri 12/13/13												
3	Kick-off meeting	0 days	Mon 12/2/13	Mon 12/2/13	12/2											
4	Document / Data Review	1 wk	Mon 12/2/13	Fri 12/6/13	12/6											
5	ESA submits data request	0 days	Fri 12/6/13	Fri 12/6/13												
6	IRWD response to data request	1 wk	Mon 12/9/13	Fri 12/13/13												
7	Technical Reports	60 days	Mon 12/16/13	Fri 3/7/14												
8	Reduced Discharge Technical Report	8 wks	Mon 12/16/13	Fri 2/7/14												
9	Biological Resources Technical Report	12 wks	Mon 12/16/13	Fri 3/7/14												
10	Cultural Resources Technical Report	6 wks	Mon 12/16/13	Fri 1/24/14												
11	Administrative Draft IS/EA	30 days	Mon 3/10/14	Fri 4/18/14												
12	ESA prepares Admin Draft IS/EA	4 wks	Mon 3/10/14	Fri 4/4/14												
13	Submit Admin Draft IS/EA to IRWD/Partner Agencies	0 days	Fri 4/4/14	Fri 4/4/14	4/4											
14	IRWD/Partner Agencies review IS/EA	2 wks	Mon 4/7/14	Fri 4/18/14												
15	Prepare Screencheck Draft IS/EA	20 days	Mon 4/21/14	Fri 5/16/14												
16	Incorporate edits into Screencheck IS/EA	2 wks	Mon 4/21/14	Fri 5/2/14												
17	Submit Screencheck IS/EA to IRWD/Partner Agencies	0 days	Fri 5/2/14	Fri 5/2/14	5/2											
18	IRWD/Partner Agencies review Screencheck IS/EA	2 wks	Mon 5/5/14	Fri 5/16/14												
19	Prepare and Distribute Public IS/EA	25 days	Mon 5/19/14	Fri 6/20/14												
20	Finalize Public IS/EA	3 days	Mon 5/19/14	Wed 5/21/14												
21	Mail out Public IS/EA	0 days	Wed 5/21/14	Wed 5/21/14	5/21											
22	30-day public review period	30 edays	Wed 5/21/14	Fri 6/20/14												
23	Compile and Evaluate Comments	27 days	Mon 6/23/14	Tue 7/29/14												
24	Compile comments received on IS/EA	2 days	Mon 6/23/14	Tue 6/24/14												
25	ESA prepares Response to Comments	3 wks	Wed 6/25/14	Tue 7/15/14												
26	Submit draft Comments/Responses	0 days	Tue 7/15/14	Tue 7/15/14	7/15											
27	IRWD/Partner Agencies review Comments/Responses	2 wks	Wed 7/16/14	Tue 7/29/14												
28	Prepare Final MND	23 days	Wed 7/16/14	Fri 8/15/14												
29	Finalize Response to Comments	1 wk	Wed 7/30/14	Tue 8/5/14												
30	ESA prepares Draft MMRP and Findings	2 wks	Wed 7/16/14	Tue 7/29/14												
31	Submit MMRP and Findings for review	0 days	Tue 7/29/14	Tue 7/29/14	7/29											
32	IRWD/Partner Agencies review of MMRP and Findings	2 wks	Wed 7/30/14	Tue 8/12/14												
33	ESA prepares Final MMRP and Findings	3 days	Wed 8/13/14	Fri 8/15/14												
34	Final Certification	28 days	Wed 7/30/14	Fri 9/5/14												
35	ESA prepares MND	5 days	Wed 7/30/14	Tue 8/5/14												
36	Adoption Hearing	0 days	Fri 8/22/14	Fri 8/22/14	8/22											
37	ESA files NOD	5 days	Mon 9/1/14	Fri 9/5/14												
38	Optional NEPA Compliance (2 to 4 months)	4 mons	Mon 8/25/14	Fri 12/12/14	[Summary bar from Sep 2014 to Dec 2014]											

Project: IRWD Reuse Pipeline Project
Date: Wed 11/6/13

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

SECTION 5

Budget

Our project cost estimate provided in **Table 2** is based on actual salary, times hours budgeted, times a multiplier of 3.4, plus direct costs, as requested in the RFP. Our cost estimate total is \$128,927, assuming a NEPA-ready IS/EA is prepared but only the CEQA process is implemented. If federal funding is identified and a federal lead agency is engaged (i.e., FHWA) to support the NEPA process, then an optional task, Task 10, is included for implementation of the NEPA process using the IS/EA. The scope of Task 10 also includes preparation of additional documentation required by Caltrans for Section 106 NHPA compliance and assistance with SHPO consultation. This optional task is \$14,260.

If the Technical Reports conclude that a significant unavoidable impact could result from the project, IRWD and the Funding Parties may decide to prepare an EIR. ESA will notify IRWD and the Funding Parties as soon as possible if results indicate an EIR may be needed. ESA will provide a revised scope, cost estimate, and schedule for preparation of an EIR if requested. The EIR process would include publishing a Notice of Preparation, conducting a scoping meeting, preparing an Administrative Draft EIR, a Screencheck Draft EIR, a Public Draft EIR, a Final EIR with responses to comments and MMRP, and Findings of Fact including the Statement of Overriding Considerations. This process would extend the CEQA compliance schedule an additional four to six months and in our experience could increase the budget by approximately 50 to 75 percent.

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Attachment A

Pricing Proposal Template

ESA Non-Labor Expenses

Reimbursable Costs		
Project Supplies	\$	-
Printing/Reproduction	\$	1,875
Document and Map Reproductions (CD + Digital Photo)	\$	-
Postage and Deliveries	\$	650
Mileage	\$	250
Vehicle Rental	\$	550
Lodging	\$	150
Airfare	\$	350
Other Travel Related	\$	-
Database Searches (Cultural Resources)	\$	2,000
CDFW CEQA Fees 2013: MND	\$	2,156
RTK Rental	\$	400
Canoe Rental	\$	75
<hr/>		
Subtotal Reimbursable Costs	\$	8,456
15% Fee on Reimbursable Expenses		--
Total Reimbursable Costs	\$	8,456

ESA Equipment Usage		
General Equipments:		
HP Plotter	\$	-
Computer Time (GIS)	\$	50
Trimble GPS	\$	75
Tablet GPS	\$	-
<hr/>		
Total Equipment Usage Costs	\$	125

IRVINE RANCH WATER DISTRICT

Expenditure Authorization

Project Name: PETERS CANYON WATER CAPTURE AND REUSE PIPELINE
EPMS Project No: 21163 **EA No:** 1
Oracle Project No: 4985
Project Manager: WEGHORST, PAUL
Project Engineer: BENNETT, RAY
Request Date: November 12, 2013

ID Split: Regional Sewer Splits (11/08)

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
211	8.9	CAPITAL FUND
212	3.8	BONDS YET TO BE SOLD**
213	5.0	BONDS YET TO BE SOLD**
215	8.3	CAPITAL FUND
221	17.8	BONDS YET TO BE SOLD**
230	11.7	BONDS YET TO BE SOLD**
240	3.3	BONDS YET TO BE SOLD**
250	27.7	BONDS YET TO BE SOLD**
253	1.0	BONDS YET TO BE SOLD**
261	7.2	BONDS YET TO BE SOLD**
282	2.0	BONDS YET TO BE SOLD**
284	2.1	BONDS YET TO BE SOLD**
286	.6	BONDS YET TO BE SOLD**
288	.6	BONDS YET TO BE SOLD**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$993,500
Total EA Requests:	\$993,500
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$993,500
Updated Budget:	\$993,500
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	120,000	0	120,000	120,000	0	120,000	11/13	6/14
ENGINEERING DESIGN - OUTSIDE	630,000	0	630,000	630,000	0	630,000	11/13	6/14
LEGAL	10,000	0	10,000	10,000	0	10,000	11/13	6/14
ENGINEERING ENVIRONMENTAL-OUTS	143,200	0	143,200	143,200	0	143,200	11/13	6/14
Contingency - 10.00% Subtotal	\$90,300	\$0	\$90,300	\$90,300	\$0	\$90,300		
Subtotal (Direct Costs)	\$993,500	\$0	\$993,500	\$993,500	\$0	\$993,500		
Estimated G/A - 170.00% of direct labor*	\$204,000	\$0	\$204,000	\$204,000	\$0	\$204,000		
Total	\$1,197,500	\$0	\$1,197,500	\$1,197,500	\$0	\$1,197,500		
Direct Labor	\$120,000	\$0	\$120,000	\$120,000	\$0	\$120,000		

*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 \$1,222,000. 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.