

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

MAY 26, 2015

PLEDGE OF ALLEGIANCE

CALL TO ORDER

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

ROLL CALL

Directors Matheis, Reinhart, Swan, Withers and President LaMar

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:

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.

CONSENT CALENDAR	Next Resolution No. 2015-12	Items 3-12
3. <u>MINUTES OF BOARD MEETING</u> Recommendation: That the minutes of the May 11, 2015 Regular Board Meeting and the May 19, 2015 Adjourned Regular Board Meeting be approved as presented.		
4. <u>RATIFY/APPROVE BOARD OF DIRECTORS' ATTENDANCE AT MEETINGS AND EVENTS</u> Recommendation: That the Board ratify/approve the meetings and events for Steven LaMar, Mary Aileen Matheis, Douglas Reinhart, and Peer Swan as described.		

CONSENT CALENDAR – Continued	Next Resolution No. 2015-12	Items 3-12
5.	<u>2015 STATE LEGISLATIVE UPDATE</u>	
	<p>Recommendation: That the Board authorize staff to work to mitigate SB 992 (2014)'s impact on homeowners who take steps to substantially reduce outdoor water use during the drought through communication with HOA's and a legislative solution; and take a "Support" position on AB 1201 (Salas).</p>	
6.	<u>IRVINE RANCH WATER DISTRICT STRATEGIC MEASURES</u>	
	<p>Recommendation: That the Board receive and file the report.</p>	
7.	<u>ARPIL 2015 TREASURY REPORTS</u>	
	<p>Recommendation: That the Board receive and file the Treasurer's Investment Summary Report, the Monthly Interest Rate Swap Summary for April 2015, and Disclosure Report of Reimbursements to board members and staff; approve the April 2015 Summary of Payroll Ach payments in the total amount of \$1,484,635 and approve the April 2015 Accounts Payable Disbursement Summary of Warrants 357376 through 358199, workers' compensation distributions, wire transfers, payroll withholding distributions and voided checks in the total amount of \$29,372,726.</p>	
8.	<u>AUDIT FIRM CHANGE FOR THE FISCAL YEARS ENDING JUNE 30, 2015 AND 2016</u>	
	<p>Recommendation: That the Board authorize the General Manager to execute a new Audit Services Contract with Davis Farr LLP for the Fiscal Years ended June 30, 2015 and 2016 at a cost of approximately \$100,000 plus possible single audit fees not to exceed \$2600 over the two-year period.</p>	
9.	<u>IRVINE RANCH WATER DISTRICT APARTMENT CONSULTANT – CONTRACT RENEWAL</u>	
	<p>Recommendation: That the Board approve the retention of Market-THINK LLC as apartment consultant for the District's apartment properties for a period of two years effective May 1, 2015 for an amount not to exceed \$103,080, which includes monthly out-of-pocket expenses estimated at \$50 per month.</p>	
10.	<u>ON-CALL DATABASE ADMINISTRATION CONSULTANTS</u>	
	<p>Recommendation: That the Board authorize the General Manager to execute an On-Call Professional Services Agreement with LCS Technologies, Inc in the amount of \$120,000, for on-call database administration services.</p>	

CONSENT CALENDAR – Continued	Next Resolution No. 2015-12	Items 3-12
11.	<u>ON-CALL INFORMATION SERVICES PROFESSIONAL PROGRAMMING AND NETWORK CONSULTANTS</u>	
<p>Recommendation: That the Board authorize the General Manager to an On-Call Professional Services Agreement with Outsource Technical in the amount of \$400,000, for on-call programming, analysis, and network services for miscellaneous projects.</p>		
12.	<u>MICHELSON WATER RECYCLING PLANT FILTER PUMP STATION 2 AND DYER ROAD WELL FIELD WELLS 12 AND 13 ROOF MODIFICATIONS DESIGN CONSULTANT SELECTION</u>	
<p>Recommendation: That the Board authorize the General Manager to execute a Professional Services Agreement for engineering services with Kleinfelder in the amount of \$112,395 for the Michelson Water Recycling Plant Filter Pump Station 2 and the Dyer Road Well Field Wells 12 and 13 Roof Modifications, Projects 21167 (5469) and 11752 (5453).</p>		
ACTION CALENDAR		
13.	<u>COST OF SERVICE AND RATE DESIGN POLICY CONSIDERATIONS</u>	
<p>Recommendation: That the Board review and provide input on the Study.</p>		
14.	<u>PROPOSED OPERATING BUDGET AND RATES AND CHARGES FOR FISCAL YEAR 2015-16</u>	Reso No. 2015-
<p>Recommendation: That the Board adopt a resolution approving District's Operating Budget for Fiscal Year 2015-16 and determining compliance with Article XIIB of the California Constitution.</p>		
15.	<u>NEWPORT COAST LIFT STATION AND FORCE MAIN REHABILITATION BUDGET INCREASE, BUDGET ADDITION AND CONSULTANT SELECTION</u>	
<p>Recommendation: That the Board authorize a budget increase for project 21168 (5470) in the amount of \$296,200, from \$256,000 to \$552,200; authorize the addition of project 21287 (6400) in the amount of \$574,200 to the FY 2014-15 capital budget; and authorize the general manager to execute a Professional Services Agreement with GHD in the amount of \$395,677, for the Newport Coast Lift Station and Force Main Rehabilitation, projects 21168 (5470) and 21287 (6400).</p>		

ACTION CALENDAR - Continued

16. PETERS CANYON WASH CHANNEL WATER CAPTURE AND REUSE PIPELINE PROJECT AGREEMENT, VARIANCE, CONSULTANT SELECTIONS AND CONSTRUCTION AWARD

Recommendation: That the Board authorize the General Manager to execute Amendment No. 2 to the Peters Canyon Wash Channel Water Capture and Reuse Pipeline Project Agreement with the City of Irvine, the City of Tustin, Orange County Flood Control District, California Department of Transportation, and the County of Orange; authorize the General Manager to execute Variance No. 3, in the amount of \$27,750, with Tetra Tech, Inc. for additional engineering design services; authorize the General Manager to execute a Professional Services Agreement, in the amount of \$222,250, with Tetra Tech, Inc. for engineering services during construction; authorize the General Manager to execute a Professional Services Agreement, in the amount of \$115,160, with Hunsaker & Associates, Inc. for surveying services during construction; authorize the General Manager to execute a Professional Services Agreement, in the amount of \$128,326, with NMG Geotechnical, Inc. for geotechnical services during construction, and; and authorize the General Manager to execute a construction contract with E.J. Meyer Company in the amount of \$7,877,777 for the Peters Canyon Wash Channel Water Capture and Reuse Pipeline, Project 21163 (4985).

17. AGREEMENT WITH THE CITY OF TUSTIN FOR RELOCATION OF SERVICE CONNECTION OC-58, MITIGATION OF WELL 21 AND 22 IMPACTS, AND AMENDING AND RESTATING AGREEMENT FOR THE PREPARATION OF SAMP AND EXCHANGE OF TUSTIN LEGACY WELL SITES

Recommendation: That the Board authorize the General Manager to execute the Agreement between the City of Tustin and Irvine Ranch Water District for Relocation of Service Connection OC-58, Mitigation of Well 21 and 22 impacts, and Amending and Restating Agreement for the Preparation of SAMP and Exchange of Tustin Legacy Well Sites, subject to non-substantive changes.

18. AMENDMENT NO. 1 TO DROUGHT RELIEF PROJECT COST SHARING AGREEMENT AND REQUEST FOR BUDGET INCREASE

Recommendation: That the Board authorize the General Manager to execute Amendment No. 1 to the Cost Sharing Agreement subject to non-substantive changes; and approve an increase to the FY 2014-15 Capital Budget for Project 11812 (6023) in the amount of \$1,904,100 to fund IRWD's share of design, construction, project administration and inspection costs for equipping of six wells to be shared by IRWD and CLWA.

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.

19. A. General Manager's Report

B. Directors' Comments

C. 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.

May 26, 2015
Prepared and
Submitted by: L. Bonkowski
Approved by: P. Cook *LB*
PC

CONSENT CALENDAR

MINUTES OF BOARD MEETING

SUMMARY:

Provided are the minutes of the May 11, 2015 Regular Board Meeting and the May 19, 2015 Adjourned Regular Board Meeting minutes for approval.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE MINUTES OF THE MAY 11, 2015 REGULAR BOARD MEETING AND THE MAY 19, 2015 ADJOURNED REGULAR BOARD MEETING BE APPROVED AS PRESENTED.

LIST OF EXHIBITS:

- Exhibit "A" – Minutes of May 11, 2015 Regular Board Meeting
- Exhibit "B" – Minutes of May 19, 2015 Adjourned Regular Board Meeting

EXHIBIT "A"

MINUTES OF REGULAR MEETING – MAY 11, 2015

The regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 5:00 p.m. by President LaMar on May 11, 2015 in the District office, 15600 Sand Canyon Avenue, Irvine, California.

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

Directors Absent: None.

Also Present: General Manager Cook, Executive Director of Engineering and Water Quality Burton, Executive Director of Finance and Administration Clary, Executive Director of Water Policy Weghorst, Director of Public Affairs Beeman, Director of Human Resources Roney, Director of Water Resources Sanchez, Director of Treasury and Risk Management Jacobson, Assistant Director of Recycling Operations Lee, Assistant Director of Maintenance Drake, Assistant Director of Water Operations Roberts, Legal Counsel Arneson, Secretary Bonkowski, Ms. Christine Compton, Mr. Mike Hoolihan, Mr. Mark Tettemer, Mr. Eric Akiyoshi, Mr. Jacob Moeder, Mr. Barkev Meserlian, Ms. Jo Ann Corey, Ms. Lindsey Stuvick, Ms. Shavonne Mays, Mr. Jim Reed, Mr. Bruce Newell, Mr. Dean Kirk, and other members of the public and staff.

Written and Oral Communications: None.

Items too late to be agendaized: None.

WORKSHOPS

PRELIMINARY RECYCLED WATER AND SEWER SYSTEMS STRATEGIC PLAN

Using a PowerPoint presentation, Principle Engineer Hoolihan provided an overview of the sewer/recycled water system strategic analysis. Mr. Hoolihan reviewed the Capital Outlay Revolving Funds and Equity payments (together referred to as CORF) to Orange County Sanitation District (OCSD) indicating that IRWD may expend approximately \$255 million over the next 25 years. He said that preliminary flow monitoring results indicate sewer flows in the IBC area have increased from 3.16 million gallons per day (MGD) to 5.42 MGD between 2008 and 2014. Staff estimates IRWD's CORF liability will increase from the current cost of approximately \$1.5 million per year to an average of \$14 million per year over the next three years as a result of the increased flow. In addition, the average CORF cost over the next 25 years is estimated to be approximately \$10.2 million per year or a combined total of \$255 million.

Mr. Hoolihan reported that the District's Mass Balance Model was used to perform the strategic plan analysis. Using a chart, he reviewed the model flow diagram which compares treatment capacities, sewer flows, and seasonal storage availability and helps staff evaluate IRWD's ability to meet recycled water demands. He said that as an output, the model will predict the amount of sewer flow that will be sent to OCSD for treatment and disposal, and the need for imported

untreated water to supplement the recycled water system. He said that the baseline run included three key assumptions: 1) the Michelson Water Recycling Plant (MWRP) operating at its current flow rate at approximately 20 MGD; 2) the current Orange County Water District's Green Acres Project (GAP) agreement is not renewed by July 1, 2026; and 3) IRWD's seasonal storage remains at its existing capacity of 4,550 acre-feet (AF).

Mr. Hoolihan said that the model compares a single project or combinations of projects to the baseline model to measure the impacts to OCS D CORF and Metropolitan Water District of Southern California's untreated water requirements. He then reviewed the following projects which potentially will lower CORF including: 1) *ILP North Conversion Project* – conversion of approximately 3,500 AF per year of untreated water demand to recycled water; 2) *Syphon Reservoir Expansion* – expansion of Syphon Reservoir to approximately 5,000 AF of seasonal storage; 3) *Michelson Lift Station Sewage Flows to MWRP* – treating sewer flows from the Michelson Lift Station at MWRP; 4) *IBC Sewer Flows to MWRP* – treating sewer flows from the IBC area at MWRP; 5) *MWRP Phase 3 Expansion* – expansion of MWRP treatment capacity from 28 MGD to 33 MGD; and 6) *OCWD GAP Service* – the service of all GAP demands from MWRP. He said due to substantial increases in the OCS D CORF in recent years that are expected to grow as development continues, the models indicates that an immediate reduction in IRWD flows to OCS D would be beneficial to IRWD. Director Withers left the Board room at 6:00 p.m. Director Swan made several suggestions to staff and noted his concerns about expanding the Syphon Reservoir. He further suggested that plumbing retrofits be investigated for residential use.

DRAFT DROUGHT ACTION PLAN

Using a PowerPoint presentation, Director of Water Resources Policy Sanchez discussed the District's draft Drought Action Plan. Ms. Sanchez reviewed Governor Brown's Executive Order mandating a 25% reduction in statewide urban potable water use from 2013 levels. She said that on May 5, 2015, the State Water Resources Control Board adopted emergency regulations allocating agency-mandated reductions ranging from 8% to 36% with IRWD's mandated target at 16%. She said that the emergency regulations also prohibit use of potable water on turf medians irrigated with spray irrigation as well as irrigating around new construction.

Director of Public Affairs Beeman reviewed immediate and longer-term programs for water savings and an outreach plan to increase water savings. Following discussion, Director Swan made suggestions for messaging customers. Mr. Mark Tetterer reviewed immediate recycled water use at Royalty Carpets; providing truck filling stations for street sweeping, and construction activities including dust control and grading activities. He also reported on proposed conversions for irrigation, cooling tower, industrial process, and a temporary pump station at Baker Ranch. For long-term, Assistant Director of Maintenance Drake, Assistant Director of Recycling Operations Lee, and Assistant Director of Operations Roberts reviewed various operational measures including potable water reductions for agency-wide irrigation; hydrant flushing; and system leak detection. Additionally, operations measures for converting potable water to recycled water to perform tasks at the Michelson Water Recycling Plant, the Biosolids project, and in the collection system were discussed. Director Matheis left the Board room at 7 p.m.

CONSENT CALENDAR

On MOTION by Swan, seconded and carried (3-0) (Swan, Reinhart and LaMar aye and Withers and Matheis absent), CONSENT CALENDAR ITEMS 5 THROUGH 7 WERE APPROVED AS FOLLOWS:

5. MINUTES OF REGULAR BOARD MEETING

Recommendation: That the minutes of the April 27, 2015 Regular Board meeting be approved as presented.

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

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

7. ADDENDUM NO. 1 TO THE FINAL IS/MND FOR THE RESERVOIR MANAGEMENT SYSTEM, CHLORINE ANALYZERS AND RESERVOIR MIXERS/SAMPLERS AT DOMESTIC WATER RESERVOIRS PROJECT

Recommendation: That the Board approve the proposed Addendum No. 1 to the Final Initial Study/Mitigated Negative Declaration for the Reservoir Management System, Chlorine Analyzers and Reservoir Mixers/Samplers at Domestic Water Reservoirs project, including the determinations set forth in Addendum No. 1; approve the modifications to the project; and authorize staff to file a Notice of Determination with the Orange County Clerk/Recorder and State Clearinghouse.

ACTION CALENDAR

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ORANGE AND THE IRVINE RANCH WATER DISTRICT REGARDING THE PROVISION OF SEWER SERVICE IN THE CITY OF ORANGE SPHERE OF INFLUENCE

On January 13, 2015, the Orange City Council voted to support IRWD's LAFCO application to provide sewer service to Orange County Sanitation District Service Area 7 (Service Area 7), subject to: 1) IRWD submitting a formal application; and 2) IRWD signing a Memorandum of Understanding with the City of Orange (City) to facilitate a future agreement with the City that would allow it to take over sewer service in areas currently in its sphere of influence if those areas were ever annexed to the City. On March 23, 2015, staff submitted an application to LAFCO to provide sewer service to Service Area 7. On MOTION by Swan, seconded and carried, (3-0) (Swan, Reinhart and LaMar aye and Withers and Matheis absent), THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE IRVINE RANCH WATER DISTRICT AND THE CITY OF ORANGE REGARDING THE PROVISION OF SEWER SERVICE IN THE CITY OF ORANGE SPHERE OF INFLUENCE, SUBJECT TO NON-SUBSTANTIVE CHANGES.

GENERAL MANAGER'S REPORT

General Manager Cook reported that the meeting with OCWD and the Department of Toxic Substances Control regarding the south basin is being rescheduled to tomorrow, and will provide a follow-up report to the Board.

Mr. Cook also said he will be attending an OCBC Infrastructure Committee meeting tomorrow.

DIRECTORS' COMMENTS

Director Swan reported that he has continued interest in the San Juan Capistrano tiered rate case and had an interesting meeting with a UCLA professor and students last week discussing this matter. He said he attended MWDOC's elected official's forum, and a Newport Chamber of Commerce meeting. He complimented staff on recent landscaping improvements at the Zone 3 Reservoir in Newport Coast.

Director Reinhart reported on his attendance at a monthly WACO meeting and an ACWA Spring Conference in Sacramento.

Director LaMar reported on his attendance at a WACO monthly meeting and an ACWA Spring Conference.

Consultant Jim Reed reported on meetings he attended on behalf of the District including an ISDOC quarterly meeting, a monthly WACO meeting, and a SOCWA Board meeting.

ADJOURNMENT

President LaMar adjourned the meeting at 7:30 p.m.

APPROVED and SIGNED this 26th day of May, 2015.

President, IRVINE RANCH WATER DISTRICT

Secretary IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

Legal Counsel - Bowie, Arneson,
Wiles & Giannone

EXHIBIT "B"

MINUTES OF ADJOURNED REGULAR MEETING – MAY 19, 2015

The adjourned Regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 8:15 a.m. by President LaMar on May 19, 2015 at the District's Operations Center, Committee Room, 3512 Michelson, Irvine, California.

Directors Present: Withers, Reinhart, LaMar and Swan.

Directors Absent: Matheis.

Also Present: General Manager Cook, Executive Director of Operations Shields, Executive Director of Engineering and Water Quality Burton, Executive Director of Water Policy Weghorst, Director of Public Affairs Beeman, Assistant Director of Recycling Operations Lee, Principle Engineer Mori, Principle Engineer Malloy, Mr. Bruce Newell, Ms. Cheryl Kelly, Mr. James Clark of Black and Veatch, and Mr. Nate Trevor of Filanc/Balfour-Beatty Joint Venture.

Written and Oral Communications: None.

Items too late to be agendized: None.

PRESENTATION

TOUR OF IRWD'S MICHELSON WATER RECYCLING PLANT BIOSOLIDS AND ENERGY RECOVERY FACILITIES

Principle Engineer Malloy and staff lead the Board and other individuals on a walking tour of IRWD's Biosolids facility.

ADJOURNMENT

President LaMar adjourned the meeting.

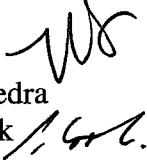
APPROVED and SIGNED this 26th day of May, 2015.

President, IRVINE RANCH WATER DISTRICT

Secretary IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

Legal Counsel - Bowie, Arneson,
Wiles & Giannone

May 26, 2015
Prepared and
Submitted by: N. Savedra
Approved by: P. Cook 

CONSENT CALENDAR

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

SUMMARY:

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

Events/Meetings

Steven LaMar

5/20/15 Orange County Water Association Meeting
5/27/15 NROC Executive Committee Meeting
6/9-10/15 Federal Advocacy Trip, Washington D.C.
6/13/15 IRWD Resident Tour

Mary Aileen Matheis

4/8-10/15 Mountain Counties Water Resources Association Tour, Placerville, CA
5/30/15 IRWD Resident Tour

Douglas Reinhart

5/20/15 Orange County Water Association Meeting
5/29/15 IRWD Resident Tour

Peer Swan

4/22/15 Southern California Water Dialogue Meeting
4/29/15 MWDOC Board and Member Agency Elected Officials' Forum
5/20/15 Orange County Water Association Meeting
5/27/15 Southern California Water Dialogue Meeting

RECOMMENDATION:

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

LIST OF EXHIBITS:

None

May 26, 2015

Prepared by: C. Compton

Submitted by: P. Weghorst *pmw*

Approved by: Paul Cook *PC*

CONSENT CALENDAR

2015 STATE LEGISLATIVE UPDATE

SUMMARY:

This report provides an update on the 2015-2016 legislative session and IRWD priorities. As legislation develops, staff will provide updates and recommendations to the Water Resources Policy and Communications Committee and the Board, as appropriate.

Staff recommends that the Board consider the following actions/positions:

- Authorize staff to work to mitigate SB 992 (2014)'s impact on homeowners who take steps to substantially reduce outdoor water use during the drought through communication with Home Owners' Associations (HOA) and a legislative solution ; and
- AB 1201 (Salas, D-Bakersfield) – *Fish and Wildlife: Sacramento-San Joaquin Delta: Predation by Nonnative Species* — “SUPPORT”.

BACKGROUND:

This year, the last day for policy committees to hear fiscal bills was May 1, while May 15 was the policy committee deadline for non-fiscal bills. The last day for fiscal committees to hear and report to the floor any bills introduced in its house is May 29, and the house of origin deadline is June 5.

Any bill which does not meet the June 5 deadline and does not contain an urgency clause is now a two-year bill or dead. The next major legislative deadline is June 15, which is the constitutional deadline for passage of the budget.

A copy of the 2015 State Legislative Matrix is attached as Exhibit “A”.

State Budget Update:

March Revenue Numbers:

On April 10, 2015, State Controller Betty Yee released her monthly report on the State's finances. She announced that the State took in \$6.9 billion during the month of March. This amount was \$547 million, or 8.6 percent, above budget estimates.

The increased revenues were due in large part to personal income tax receipts coming in \$498 million higher than estimate in the Governor's January budget proposal. Additionally, corporate tax revenues came in \$77 million higher than estimates while sale tax revenues came in \$96 below estimates. Total General Fund revenues, as of the end of March, were \$75 billion, or 2.1 percent, above estimates. The State General Fund cash deficit was \$15.1 billion or \$834 million less than estimates.

Safe Drinking Water Program Funding:

As part of the budget process the State Water Resources Control Board (SWRCB) has asked for an increase in the fees charged under the Safe Drinking Water Program and for changes in the how the fees are set. The Safe Drinking Water Program was previously operated by the Department of Public Health but is now being operated by the SWRCB's Division of Drinking Water given the transition of the Drinking Water Program to the SWRCB last July. The program ensures that small and large public water systems meet Safe Drinking Water Act standards.

The Health and Safety Code provides authority for this program and the fees set under it. Specifically, the Health and Safety Code requires that the program's fees be charged on a fee-for-service basis; be based on the actual cost incurred by the SWRCB; caps the total fees charged to large systems, which is defined as those serving 1,000 or more connections, based on a 5 percent annual escalation to Fiscal Year 2001-2002 expenditures of \$7,000,000; caps annual increases in the fees at 5 percent; and requires that changes to the fee amount and its implementing regulations be made under the Administrative Procedures Act (APA).

The SWRCB has determined that the current fee schedule is not generating sufficient revenue to fund the program and has asked that the fee structure be changed. The SWRCB, through the budget process, has requested that the:

- Fees be increased to meet current program expenditures;
- Fee-for-service approach be abandoned and that the fees be based on a fee schedule;
- SWRCB be authorized to adopt the fee schedule by emergency regulation instead of the normal APA process; and
- Five percent cap on fee increases be removed.

The Association of California Water Agencies (ACWA) formed a work group to study the SWRCB's budget proposal. Staff participated on the work group which discussed the needs of the Safe Drinking Water Program and established an approach on the proposed fee changes to protect large water systems. ACWA confirmed that the program is currently under funded and that larger water systems are at risk of losing the fee rate protections built into the Health and Safety Code.

With this risk in mind, ACWA has adopted the following approach to the SWRCB budget proposal:

- Retain existing provisions in state law which limit the activities the fees can cover;
- Retain existing provisions in state law which cap annual fee increases at 5 percent;
- Retain existing provisions in state law which require that the APA process be used for fee setting and do not use the emergency regulation process; and
- Reset the initial funding cap from a Fiscal Year 2001-2002 amount of \$7,000,000 for large system operating and enforcement fees to a new initial funding cap from Fiscal Year 2015-2016 of \$15,390,000.

Although ACWA's proposal would raise the fees paid by the District for the Safe Drinking Water Program for Fiscal Year 2015-2016, it retains the protections in existing law which have protected large water systems from larger fee increases overtime. The SWRCB's budget proposal has already been adopted by the Assembly Budget Committee and was considered by the Senate Budget Committee - Subcommittee 2 on May 7.

Attached as Exhibit "B" is a copy of the SWRCB's Budget Change Proposal and attached as Exhibit "C" is a copy of ACWA's alternative proposal.

Authorization of Local Agency Fining Authority:

As part of a budget trailer bill, Governor Brown will seek the enactment of legislation to help local officials better enforce conservation requirements in response to the drought. While specific language has yet to be released, the proposal will:

- Establish a new penalty of up to \$10,000 per violation, expanding on the \$500 per day maximum infraction established in last year's drought legislation;
- Allow penalties to be issued administratively by wholesale and retail water agencies, as well as city and county governments;
- Enable local agencies to enforce local water restrictions against water waste, as well as conservation restrictions established by the SWRCB; and
- Allow local agencies to deputize staff to issue water conservation-related warnings and citations.

Under the proposed legislation, any monetary penalties from enforcement penalties will be used for local conservation efforts.

Staff will continue to monitor this issue and will provide the Board with an oral update on any new developments.

Executive Order on 2030 Carbon Target and Adaptation:

On April 29, Governor Brown issued Executive Order B 30-15 establishing a new interim statewide greenhouse gas emission reduction target for 2030. The Executive Order sets the new 2030 target at 40 percent below 1990 levels. The order also calls for state agencies to take a variety of actions related to the new target including:

- Incorporating climate change impacts into the State's *Five-Year Infrastructure Plan*;
- Updating the *Safeguarding California Plan*, the State climate adaption strategy, to identify how climate change will affect California infrastructure and industry and what actions the State can take to reduce the risks posed by climate change;
- Factoring climate change into State agencies' planning and investment decisions; and
- Implementing measures under existing agency and departmental authority to reduce greenhouse gas emissions.

In addition to the Executive Order which is attached as Exhibit “D”, the Governor released *Frequently Asked Questions About Executive Order B-30-15*. A copy of this document is attached as Exhibit “E”.

Staff will monitor the implementation of the Governor Executive Order, its impact on a variety of 2015 legislative proposals and will provide updates, as appropriate.

IRWD 2015 Legislative Priorities:

Legislative Clarification on Tiered Water Rates:

Since staff’s April 27 presentation to the Board on the *Capistrano Taxpayers Association, Inc. v. City of San Juan Capistrano* and the Board’s discussion regarding the need for legislative clarification on tiered water rates, staff has been working with the District’s industry and association partners on seeking legislative clarification.

Other 2015 Legislation:

Common Interest Developments and Drought Response:

The Davis-Stirling Common Interest Development Act provides for the creation and regulation of common interest developments (HOA). That act provides that any provision of an HOA’s governing documents is void and unenforceable if it prohibits, or has the effect of prohibiting, the use of low water-using plants as a group or compliance with a local water-efficient landscape ordinance or water conservation measure. The act also deals with an HOA’s ability to fine homeowners who reduce or eliminate watering of vegetation or lawns during a declared drought emergency. Specifically, it prohibits an HOA from fining a homeowner for eliminating outdoor watering during a declared drought emergency except where the HOA uses recycled water for landscape irrigation. This provision was placed into the act through SB 992 (2014) at the end of session last year and took effect January 1, 2015.

In order to meet the water reduction goals adopted by the SWRCB on May 5, many homeowners throughout the state will be asked to let their lawns go brown or let their vegetation die. Unless state law is changed, homeowners who take this action in response to the drought may be at risk for being fined by their HOA, if the HOA uses recycled water on its own properties. A copy of SB 992 (2014) is attached as Exhibit “F”.

Staff recommends that the Board authorize staff to work to mitigate SB 992 (2014)’s impact on homeowners who take steps to substantially reduce outdoor water use during the drought through communication with HOA’s and a legislative solution.

AB 1201 (Sala, D- Bakersfield)—Fish and Wildlife: Sacramento-San Joaquin Delta: Predation by Nonnative Species:

AB 1201 would require the California Department of Fish and Wildlife (DFW) to develop a science-based approach to address predation by nonnative species within the Sacramento- San

Joaquin Delta. The bill would require DFW to implement the developed approach by June 30, 2016.

Predation is one of the stressors that has had a negative impact on the health of the Delta's ecosystem. It is appropriate for California to address predation within the Delta through a science-based approach. Such an approach is consistent with the co-equals of improved water supply reliability and protecting and enhancing the Delta ecosystem. Staff recommends that the Board adopt a "SUPPORT" position on AB 1201.

A copy of AB 1201 is attached as Exhibit "G"

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed by the Water Resources Policy and Communications Committee on May 11, 2015.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE STAFF TO WORK TO MITIGATE SB 992 (2014)'S IMPACT ON HOMEOWNERS WHO TAKE STEPS TO SUBSTANTIALLY REDUCE OUTDOOR WATER USE DURING THE DROUGHT THROUGH COMMUNICATION WITH HOA'S AND A LEGISLATIVE SOLUTION; AND TAKE A "SUPPORT" POSITION ON AB 1201 (SALAS).

LIST OF EXHIBITS:

- Exhibit "A" – 2015 IRWD Legislative Matrix
- Exhibit "B" – SWRCB's Budget Change Proposal for Safe Drinking Water Program Fees
- Exhibit "C" – ACWA's Alternative Proposal for Safe Drinking Water Program Fees
- Exhibit "D" – Executive Order B-30-15
- Exhibit "E" – *Frequently Asked Questions About Executive Order B-30-15*
- Exhibit "F" – SB 992 (2014)
- Exhibit "G" – AB 1201 (Salas), as amended

EXHIBIT "A"
IRWD 2015 LEGISLATIVE MATRIX
Updated May 6, 2015

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
<u>AB 1</u> Brown (D)	Drought: Local Governments: Fines		Prohibits a city, county, or city and county from imposing a fine under any local maintenance ordinance or other relevant ordinance for a failure to water a lawn or having a brown lawn during a period for which the Governor has issued a proclamation of a state of emergency based on drought conditions.	04/23/2015 - In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE.	
<u>AB 2</u> Alejo (D)	Community Revitalization Authority		Authorizes certain local agencies to form a community revitalization authority with a community revitalization and investment area to carry out provisions of the Community Redevelopment Law in that area for infrastructure, affordable housing, and economic revitalization and to provide for the issuance of bonds serviced by tax increment revenues.	04/22/2015 - From ASSEMBLY Committee on LOCAL GOVERNMENT: Do pass to Committee on APPROPRIATIONS.	
<u>AB 10</u> Gatto (D)	Political Reform Act of 1974: Disclosures		Requires the disclosure of certain behested payments. Increases the thresholds at which a public official has a disqualifying financial interest in sources of income in investments in business entities and in interests in real property. Revises the dollar amounts associated with the value ranges for reporting the value of economic interests. Requires certain public officials to disclose information relating to governmental decisions for which the public official had a disqualifying financial interest.	04/29/2015 - In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.	
<u>AB 12</u> Cooley (D)	State Government: Administrative Regulations: Review		Requires each state agency after a noticed public hearing, to review the agency's regulations, identify any regulations that are duplicative, overlapping, inconsistent, or out of date, to revise those identified regulations, and report to the Legislature and Governor.	04/29/2015 - From ASSEMBLY Committee on ACCOUNTABILITY AND ADMINISTRATIVE REVIEW: Do pass to Committee on APPROPRIATIONS.	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
AB 14 Waldron (R)	Unmanned Aircraft Systems: Task Force		Creates the Unmanned Aircraft Systems Task Force to research, develop, and formulate a comprehensive policy for unmanned aircraft systems. Requires the task force to submit a policy draft and suggested legislation pertaining to unmanned aircraft systems.	04/13/2015 - In ASSEMBLY Committee on TRANSPORTATION: Failed passage.;04/13/2015 - In ASSEMBLY Committee on TRANSPORTATION: Reconsideration granted.	
AB 21 Perea (D)	Global Warming Solutions Act of 2006: Emissions Limit		Requires the State Air Resources Board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions.	05/05/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
AB 23 Patterson (R)	Global Warming Solutions Act of 2006: Compliance		Exempts categories of persons or entities that did not have a compliance obligation under a market-based compliance mechanism from being subject to that market-based compliance mechanism.	03/23/2015 - In ASSEMBLY Committee on NATURAL RESOURCES: Failed passage.;03/23/2015 - In ASSEMBLY Committee on NATURAL RESOURCES: Reconsideration granted.	
AB 33 Quirk (D)	Global Warming Solutions Act: Climate Council		Establishes the Climate Change Advisory Council. Requires the Council to develop an analysis of various strategies to achieve the statewide greenhouse gas emissions limit. Requires the State Air Resources Board to establish consistent metrics to accurately quantify reductions in greenhouse gas emissions, quantify public health benefits, and measure the cost-effectiveness of the various strategies identified by the Council.	04/27/2015 - From ASSEMBLY Committee on NATURAL RESOURCES: Do pass to Committee on APPROPRIATIONS.	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
AB 45 Mullin (D)	Household Hazardous Waste		Requires each jurisdiction providing for the residential collection and disposal of solid waste to increase the collection and diversion of household hazardous waste in its service area over the baseline. Provides the increase is to be determined in accordance with Department of Resources Recycling and Recovery regulations. Authorizes the adoption of a model ordinance for a comprehensive program for the collection of waste. Requires an annual report to the Department on progress in achieving compliance.	04/30/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
AB 56 Quirk (D)	Unmanned Aircraft Systems		Prohibits the use of unmanned aircraft systems by public agencies or the contracting therefor. Exempts law enforcement agencies. Requires public notice by agencies when intending to deploy such system. Provides the time frame for destruction of images and data collected. Prohibits public dissemination of images and data. Prohibits arming. Relates to surveillance restrictions. Applies to private entities contracting with agencies. Relates to data and images subject to disclosure. Requires public comment.	04/30/2015 - From ASSEMBLY Committee on PRIVACY AND CONSUMER PROTECTION: Do pass to Assembly Committee on APPROPRIATIONS.	
AB 78 Mathis (R)	Groundwater Basins		Makes technical nonsubstantive changes to existing law that requires the Department of Water Resources to categorize each basin or subbasin as high-, medium-, low-, or very low priority and to establish ground water the initial priority for each basin.	01/05/2015 - INTRODUCED.	
AB 88 Gomez (D)	Sales and Use Taxes: Exemption: Home Appliances		Exempts from the sales and use tax laws the gross receipts from the sale of, and the storage, use, or other consumption in this state of, an energy or water efficient home appliance purchased by a public utility that is provided at no cost to a low-income participant in a federal, state, or ratepayer-funded energy efficiency program for use by that low-income participant in the energy efficiency program.	04/20/2015 - In ASSEMBLY Committee on REVENUE AND TAXATION: To Suspense File.	
AB 149 Chavez (R)	Urban Water Management Plans	Support	Requires each urban water supplier to update and submit a urban water management plan for a specified year to the State Department of Water Resources by a specified date. Requires the Department to submit its urban water management plan report for a specified year to the Legislature by a specified date.	05/04/2015 - In ASSEMBLY. Ordered to Consent Calendar.	
AB 156 Perea (D)	Greenhouse Gas Reduction Fund: Technical Assistance		Requires the State Air Resources Board to establish a comprehensive technical assistance program, upon the appropriation of moneys from the Greenhouse Gas Reduction Fund, for eligible applicants assisting disadvantaged communities and other specified communities. Requires the Department of Finance to include in a multi-year	04/29/2015 - In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
			investment plan, an allocation to the State Board for the assistance program.		
AB 219 Daly (D)	Public Works: Concrete Delivery		Expands the definition of public works for purposes of requirements regarding the payment of prevailing wages for public works projects to include the delivery of ready-mixed or asphaltic concrete with respect to contracts involving any State agency or any political subdivision of the State.	04/29/2015 - In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.	
AB 243 Wood (D)	Medical Marijuana Cultivation		Requires a permit to cultivate medical marijuana. Provides limitations as to where such product may be grown. Requires indoor and outdoor medical marijuana cultivation to be conducted in accordance with state and local laws and best practices related to land conversion, grading, electricity usage, water usage, agricultural discharges, and similar matters. Requires each regional water quality control board to address discharges of waste resulting from medical marijuana cultivation and associated activities.	04/28/2015 - From ASSEMBLY Committee on ENVIRONMENTAL SAFETY AND TOXIC MATERIALS: Do pass to Committee on APPROPRIATIONS.	
AB 259 Dababneh (D)	Personal Information Privacy		Requires an agency, if the agency was the source of the breach and the breach compromised a person's social security number, driver's license number, or California identification card number, to offer to provide the person with identity theft prevention and mitigation services at no cost for not less than 12 months.	03/25/2015 - In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.	
AB 291 Medina (D)	Environmental Quality Act: Local Agencies: Water		Authorizes a local agency, for certain water projects, to file the notice with the county clerk of the county in which the local agency's principal office is located in and with the Office of Planning and Research and to mail a copy of the notice to the county clerk of the counties in which the project is located. Requires the notices to be available to for public inspection.	04/30/2015 - In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE.	
AB 307 Mathis (R)	Graywater: Groundwater Recharge		States the intent of the Legislature to enact legislation to explicitly permit the usage of residential, commercial, and industrial graywater for the recharge of a groundwater basin or aquifer.	02/12/2015 - INTRODUCED.	
AB 308 Mathis (R)	Graywater: Agricultural Use		States the intent of the Legislature to enact legislation to explicitly permit incorporated and unincorporated communities to sell graywater for agricultural purposes and agriculture to use graywater for agricultural purposes.	02/12/2015 - INTRODUCED.	
AB 311 Gallagher (R)	Environmental Quality: Water Quality and Supply		Requires the public agency, in certifying the environmental impact report and in granting approvals for specified water storage projects	04/29/2015 - From ASSEMBLY	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
			funded, in whole or in part, by Proposition 1, to comply with specified procedures. Requires the Judicial Council to adopt a rule of court to establish procedures applicable to actions or proceedings seeking judicial review of an agency's action in certifying the environmental impact report and in granting project approval. Relates to court staying of the projects.	Committee on NATURAL RESOURCES without further action pursuant to JR 62(a).	
AB 327 Gordon (D)	Public Works: Volunteers		Extends the provisions of existing law that governing public works does not apply to specified work performed by a volunteer, a volunteer coordinator, or a member of the California Conservation corps or a community conservation corps.	04/30/2015 - From ASSEMBLY Committee on LABOR AND EMPLOYMENT with author's amendments.;04/30/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on LABOR AND EMPLOYMENT.	
AB 335 Patterson (R)	Air Quality: Minor Violations		Requires the State Air Resources Board and air pollution control and air quality management districts to adopt regulations classifying minor violations. Requires a representative of those agencies to issue a notice to comply. Requires the State Air Resources Board to report to the Legislature regarding implementation of these provisions. Exempts such districts from these provisions if the districts have a similar program in effect as of a specified date.	04/13/2015 - In ASSEMBLY Committee on NATURAL RESOURCES: Failed passage.	
AB 341 Achadjian (R)	Financial Affairs: Reports		Amends existing law that requires the officer of each local agency, who has charge of the financial records of the local agency, to furnish to the Controller a report of all the financial transactions of the local agency during the preceding fiscal year. Requires the report to contain underlying data from audited financial statements if this data is available.	05/05/2015 - From ASSEMBLY Committee on LOCAL GOVERNMENT with author's amendments.;05/05/2015 - In ASSEMBLY. Read second time and	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
				amended. Re-referred to Committee on LOCAL GOVERNMENT.	
AB 349 Gonzalez (D)	Common Interest Developments: Property Use		Amends the Davis-Stirling Common Interest Development Act. Makes void and unenforceable any provision of the governing documents or architectural or landscaping guidelines or policies that prohibits the use of low water-using landscapes that require not more than a specified amount of water.	05/05/2015 - From ASSEMBLY Committee on HOUSING AND COMMUNITY DEVELOPMENT with author's amendments.;05/05/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on HOUSING AND COMMUNITY DEVELOPMENT.	
AB 356 Williams (D)	Oil and Gas: Groundwater Monitoring		Authorizes the State Oil and Gas Supervisor to require a well operator to implement a monitoring program for below ground oil production tanks and facilities, and disposal and injection wells. Requires the annual review of underground injection or disposal projects that use Class II wells. Requires the submission of a related groundwater monitoring plan. Requires submission of certain data for inclusion in the State's geoTracker database. Provides procedures for an aquifer exemption.	05/05/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
AB 401 Dodd (D)	Low-Income Water Rate Assistance Program		Requires the Department of Community Services and Development to develop a plan for the funding and implementation of the Low-Income Water Rate Assistance Program, which would include specified elements. Requires the Department to report to the Legislature on its findings regarding the feasibility, financial stability, and desired structure of the program.	04/15/2015 - In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.	
AB 402 Dodd (D)	Local Agency Services: Contracts		Allows a local agency formation commission to authorize a city or district to provide new or extended services outside its jurisdictional boundaries to support existing or planned uses involving public or	05/05/2015 - From ASSEMBLY Committee on	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
			private properties, subject to approval at a publicly noticed hearing where the commission makes specified determinations. Authorizes the commission to delegate to its executive officer review and approval of requests to provide new or extended services outside a city or district's boundary.	LOCAL GOVERNMENT with author's amendments.;05/05/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on LOCAL GOVERNMENT.	
AB 434 Garcia E (D)	Drinking Water: Point-of-Entry: Point-of-Use Treatment		Requires the State Water Resources Control Board to adopt regulations governing the use of point-of-entry and point-of-use treatment by a public water system in lieu of centralized treatment where it can be demonstrated that centralized treatment is not immediately economically feasible. Provides limitations. Prohibits the use of point-of-entry treatment absent a Board determination of no community opposition. Deletes the limitation on permit duration.	04/30/2015 - In ASSEMBLY. Read third time, urgency clause adopted. Passed ASSEMBLY. *****To SENATE.	
AB 452 Bigelow (R)	Water Rights Fund: Groundwater Regulation		Amends existing law that establishes groundwater reporting requirements for a person extracting groundwater in an area within a basin that is not within the management area of a groundwater sustainability agency or that is a probationary basin. Prohibits water rights fees from being available for expenditure by the Water Resources Control Board for the purposes of Board enforcement of the provisions of the Sustainable Groundwater Management Act and the groundwater reporting requirements.	04/28/2015 - In ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Not heard.	
AB 453 Bigelow (R)	Groundwater Management		Authorizes, until a groundwater sustainability plan is adopted, a local agency to amend an existing groundwater management plan in furtherance of, and consistent with, the groundwater management plan's objectives.	04/16/2015 - In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE.	
AB 454 Bigelow (R)	Sustainable Groundwater Management		Relates to groundwater basins. Requires a high- or medium-priority basin that is not subject to critical conditions of overdraft to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plan. Provides for the designation of basins as probationary basins.	04/14/2015 - From ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Do pass to	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
				Committee on APPROPRIATIONS.	
AB 455 Bigelow (R)	Groundwater Sustainability Plans		Amends the California Environmental Quality Act. Requires the Judicial Council to adopt a rule of court to establish procedures applicable to actions or proceedings brought to attack, review, set aside, void, or annul the certification of an environmental impact report for certain projects covered by a groundwater sustainability plan. Prohibits the court from staying or enjoying the construction or operation of the project unless the court makes a certain finding.	04/14/2015 - In ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Not heard.	
AB 472 Harper (R)	Public Works: Prevailing Wage: Volunteers		Makes a nonsubstantive, technical change by deleting an obsolete provision in existing law that generally requires the payment of not less than the prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed by workers employed on public works projects, except work performed by a volunteer, a volunteer coordinator, or member of the State Conservation Corps, or a community conservation corps.	02/23/2015 - INTRODUCED.	
AB 478 Harper (R)	Desalination		Makes a nonsubstantive change to the Cobey-Porter Saline Water Conversion Law that states the policy of this state that desalination projects developed by or for public water entities be given the same opportunities for state assistance and funding as other water supply and reliability projects, and that desalination be consistent with all applicable environmental protection policies in the state.	02/23/2015 - INTRODUCED.	
AB 501 Levine (D)	Resources: Delta Research		Relates to the Sacramento-San Joaquin Delta Reform Act of 2009. Requires a person conducting State-funded Delta Research to take specified actions with regard to the sharing of the primary data, samples, physical collections, and other supporting materials created or gathered in the course of that research. Relates to ineligibility. Authorizes the Delta Independent Science Board to adopt guidelines. Suspends State funding for improper reporting. Provides research property rights remain with the researcher.	04/29/2015 - In ASSEMBLY Committee on APPROPRIATIONS: To Suspend File.	
AB 537 Allen T (R)	Public Employees' Benefits		Prohibits a public agency, state employer, employee organization, or public employee from entering into a memorandum of understanding that provides postemployment health care benefits without a strategy for permanently prefunding members' postemployment healthcare benefits.	03/05/2015 - To ASSEMBLY Committee on PUBLIC EMPLOYEES, RETIREMENT AND SOCIAL	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
<u>AB 577</u> Bonilla (D)	Biomethane: Grant Program		Requires the State Air Resources Board to allocate an unspecified percentage of the moneys in the Greenhouse Gas Reduction Fund to the State Energy Resources Conservation and Development Commission for the implementation of a biomethane collection and purification grant program. Requires the Commission to develop and implement the grant program to award moneys for projects that build or develop collection, purification technology, infrastructure, and projects that upgrade existing facilities.	SECURITY. 05/05/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
<u>AB 585</u> Melendez (R)	Outdoor Water Efficiency: Personal Income Tax Credits		Relates to the Outdoor Water Efficiency Act. Allows a credit, under the Personal Income Tax Law, for a specified percentage of the amount paid or incurred by a qualified taxpayer for water-efficiency improvements made to outdoor landscapes on real property in the State.	05/04/2015 - In ASSEMBLY Committee on REVENUE AND TAXATION: To Suspense File.	
<u>AB 590</u> Dahle (R)	Greenhouse Gas Reduction Fund		Creates the Biomass State Cost Share Account within the Greenhouse Gas Reduction Fund. Provides that moneys in the account would be available for expenditure by the State Energy Resources Conservation and Development Commission for the purposes of maintaining the current level of biomass power generation in the State and revitalizing currently idle facilities in strategically located regions. Establishes requirements for an applicant to receive funding for a facility's eligible electrical generation.	05/04/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
<u>AB 603</u> Salas (D)	Income Taxes: Turf Removal Tax Credit		Allows a credit under the Personal Income Tax and the Corporation Tax Laws to a taxpayer participating in a lawn replacement program.	04/13/2015 - In ASSEMBLY Committee on REVENUE AND TAXATION: To Suspense File.	
<u>AB 606</u> Levine (D)	Water Conservation		Requires the Department of General Services, when the Department replaces landscaping and irrigation on public property or when new property is added to the Department's inventory, to reduce water consumption and increase water efficiencies for that property through replacement of landscaping, irrigation timers, or spray sprinkler heads, implementation of recycled water irrigation, or any combination thereof.	04/29/2015 - From ASSEMBLY Committee on ACCOUNTABILITY AND ADMINISTRATIVE REVIEW: Do pass	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
				to Committee on APPROPRIATIONS.	
AB 617 Perea (D)	Groundwater		Authorizes a minimum combination of local agency and mutual water companies to enter into an agreement to form a groundwater sustainability agency. Authorizes such agency to enter into agreements and funding with private parties that assist in or facilitate the implementation of groundwater sustainability plans or elements of a plan. Requires the Water Resources Control Board to direct a State agency's cooperation with the plan. Relates to the designation of probationary basins. Relates to plan extensions.	04/28/2015 - From ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Do pass to Committee on APPROPRIATIONS.	
AB 639 Dahle (R)	Water Quality: Membership of Regional Boards		Makes nonsubstantive changes to provisions of existing law which requires the State Water Resources Control Board and the regional water quality control boards to prescribe waste discharge requirements in accordance with the federal national pollutant discharge elimination system permit program established by the federal Clean Water Act and the Porter-Cologne Water Quality Control Act.	02/24/2015 - INTRODUCED.	
AB 647 Eggman (D)	Beneficial Use: Storing of Water Underground		Declares that the storing of water underground constitutes a beneficial use of water if the diverted water is used while it is in underground storage for specified purposes. Provides that the period for the reversion of a water right does not include any period when the water is being used in the aquifer or storage area or is being held in storage for later application to beneficial use.	05/05/2015 - In ASSEMBLY. Read second time and amended. To second reading.	
AB 723 Rendon (D)	Plumbing Fixtures: WaterSense Standards		Requires the State Energy Commission, when setting plumbing fixture water efficiency standards, to consider the performance requirements established by the WaterSense standards set by the federal Environmental Protection Agency.	04/30/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
AB 725 Wagner (R)	Water Quality: Recycled Water: Storm-Induced Overflow	Sponsor	Requires the State Water Resources Control Board to adopt a policy to address the potential for a storm-induced overflow from an impoundment in which recycled water is stored for subsequent beneficial use or aesthetic purposes.	03/26/2015 - To ASSEMBLY Committee on WATER, PARKS AND WILDLIFE.;03/26/2015 - From ASSEMBLY	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
				Committee on WATER, PARKS AND WILDLIFE with author's amendments.;03/26/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on WATER, PARKS AND WILDLIFE.	
AB 852 Burke (D)	Public Works: Prevailing Wages		Expands the definition of public works for the purposes of provisions relating to the prevailing rate of per diem wages, to also include any construction, alteration, demolition, installation, or repair work done under private contract on a general acute care hospital, when the project is paid for, in whole or in part, with the proceeds of conduit revenue bonds.	04/27/2015 - In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE.	
AB 856 Calderon I (D)	Invasion of Privacy		Expands liability for physical invasion of privacy to additionally include a person knowingly entering into the airspace above the land of another person without permission.	05/05/2015 - From ASSEMBLY Committee on PRIVACY AND CONSUMER PROTECTION: Do pass. To Consent Calendar.	
AB 876 McCarty (D)	Compostable Organics		Requires each countywide siting element to provide an estimate of the total organics processing capacity that will be needed over a specified time period to safely handle organic wastes generated with the county and to identify areas for the location of organics processing facilities, if needed or desired.	04/29/2015 - In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.	
AB 888 Bloom (D)	Waste Management: Plastic Microbeads		Prohibits a person from selling or offering for promotional purposes in this state a personal care product containing plastic microbeads that are used to exfoliate or cleanse in a rinse-off product. Provides an exception. Makes a violator liable for a civil penalty to be assessed and recovered in a civil action brought in any court of competent jurisdiction by the Attorney General or local officials.	04/28/2015 - From ASSEMBLY Committee on ENVIRONMENTAL SAFETY AND TOXIC	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
			Requires the civil penalties collected to be retained by the office that brought the action.	MATERIALS: Do pass to Committee on APPROPRIATIONS.	
AB 935 Salas (D)	Integrated Regional Water Management Plans: Grants		Requires the Department of Water Resources to provide grants and expenditures for the planning, design and construction of local and regional conveyance projects supporting regional and interregional connectivity and water management. Requires a regional management group awarded a grant to provide a specified a cost share of the total project costs from nonstate resources. Authorizes the Department to waiver or reduce this requirements for projects that benefit a disadvantaged community or distressed area.	04/28/2015 - From ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Do pass to Committee on APPROPRIATIONS.	
AB 936 Salas (D)	Groundwater Monitoring		Amends existing law which provides that certain entities with authority to assume groundwater monitoring functions with regard to a basin or subbasin for which the Department of Water Resources has assumed those functions are not eligible for a water grant or loan awarded or administered by the state. Authorizes an exemption for the eligibility restriction if the entity submits specified documentation that provides that there are special circumstances justifying noncompliance.	04/22/2015 - In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.	
AB 937 Salas (D)	Groundwater Planning: Disadvantaged Communities		Requires the Department of Water Resources to provide technical assistance to disadvantaged communities so that they may participate in groundwater planning, including planning for regional groundwater banking, with any county or other local agency.	04/28/2015 - From ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Do pass to Committee on APPROPRIATIONS.	
AB 938 Salas (D)	Groundwater: Basin Reprioritization		Imposes the requirement to establish a groundwater sustainability agency on a local agency or combination of local agencies overlying a groundwater basin.	04/20/2015 - In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE.	
AB 939 Salas (D)	Groundwater Sustainability Agency: Financial Authority		Requires a groundwater sustainability agency to make the data upon which a proposed fee is based available prior to a public meeting to impose or increase a fee.	04/20/2015 - In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE.	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
<u>AB 952</u> Garcia (D)	Local Government: Vacancies		Provides updated procedures for the filling of a vacancy in an elective office by a city council for a vacancy that occurs in the first half or the second half of the term of office and at least a specified number of days prior to the next general municipal election, the person appointed to fill the vacancy holds office until the next general municipal election at which a person is elected to fill that vacancy, and thereafter, until the person elected is qualified.	04/20/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on ELECTIONS AND REDISTRICTING.	
<u>AB 954</u> Mathis (R)	Water and Wastewater Loan and Grant Pilot Program		Creates the Water and Wastewater Loan and Grant Pilot Program. Require the State Water Resources Control Board to establish a pilot program to provide low-interest loans and grants to local agencies for grants to eligible individual homeowners for purposes relating to drinking water and wastewater treatment. Creates a related fund for use under the program. Transfers a specified amount of funds from the General Fund to the fund.	05/05/2015 - From ASSEMBLY Committee on APPROPRIATIONS with author's amendments.;05/05/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
<u>AB 957</u> Mathis (R)	Water Quality, Supply, Infrastructure Improvement		Relates to grants under the Water Quality, Supply, and Infrastructure Improvement Act of 2014 for water supply reliability improvement to include in that improvement criterion whether the project is proposed by a community that is dependent on groundwater from a basin in overdraft, and would include in the public health benefits criterion whether the project is proposed by a community that has extended, or is in the process of extending, its water service deliveries to specified groundwater entities.	04/28/2015 - In ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Not heard.	
<u>AB 977</u> Mayes (R)	State Water Pollution Control Revolving Fund		Amends existing law that requires loans under the State Water Pollution Control Revolving Fund to meet specified criteria, including requiring full amortization not later than a specified number of years after project completion. Requires full amortization not later than another specified number of years after project completion.	03/26/2015 - From ASSEMBLY Committee on ENVIRONMENTAL SAFETY AND TOXIC MATERIALS with author's amendments.;03/26/2015 - In	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
				ASSEMBLY. Read second time and amended. Re-referred to Committee on ENVIRONMENTAL SAFETY AND TOXIC MATERIALS.	
AB 1019 Garcia E (D)	Metal Theft and Related Recycling Crimes		Requires the Department of Justice to establish a Metal Theft Task Force Program designed to enhance the capacity of the department to serve as the lead law enforcement agency in the investigation and prosecution of illegal recycling operations, and metal theft and related recycling crimes. Authorizes the department to enter into partnerships with local law enforcement agencies.	04/22/2015 - In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.	
AB 1030 Ridley-Thomas S (D)	Global Warming Solutions Act of 2006: Greenhouse Gas		Amends existing law that relates to the Greenhouse Gas Reduction Fund. Requires a State agency that allocates moneys from the fund to prioritize projects that include project labor agreements with targeted hire goals, community workforce agreements, or partnerships with the training entities that have a proven track record of placing disadvantaged workers in career-track jobs.	05/05/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
AB 1068 Allen T (R)	California Environmental Quality Act: Priority Projects		Authorizes each Member of the Legislature to nominate one project within his or her respective district each year, and the Governor to designate those projects as priority projects if the projects meet specified requirements. Requires the Governor to provide a notice of the designation to the appropriate lead agency and to the Office of Planning and Research. Requires an environmental impact report for each project. Authorizes tiering from previously prepared reports. Relates to court stays of projects.	03/19/2015 - To ASSEMBLY Committees on NATURAL RESOURCES and JUDICIARY.	
AB 1095 Garcia E (D)	Restoration Funding: Salton Sea		Appropriates an unspecified sum from funds of the Water Quality, Supply, and Infrastructure Improvement Act of 2014, that provides funding relating to multiparty water quantification settlement agreement provisions relating to the Salton Sea, to the Natural Resources Agency to be used for restoration projects that fulfill obligations of the State in complying with those quantification settlement agreement provisions.	04/29/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
AB 1128 Jones-Sawyer	Water Conservation		Makes nonsubstantive changes to existing law that declares the intent of the Legislature to, among other things, promote urban water	02/27/2015 - INTRODUCED.	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
(D)			conservation standards that are consistent with the California Urban Water Conservation Council's adopted best management practices and specified requirements for demand management.		
<u>AB 1139</u> Campos (D)	Personal Income Tax: Credit: Turf Removal		Allows a taxpayer, under the Personal Income Tax Law, a credit for participation in a lawn replacement program.	03/26/2015 - To ASSEMBLY Committee on REVENUE AND TAXATION.;03/26/2015 - From ASSEMBLY Committee on REVENUE AND TAXATION with author's amendments.;03/26/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on REVENUE AND TAXATION.	
<u>AB 1144</u> Rendon (D)	Renewables Portfolio Standard Program: Credits		Provides that unbundled renewable energy credits may be used to meet the first category of the portfolio content requirements if the credits are earned by electricity that is generated by an entity that, if it were a person or corporation, would be excluded from the definition of an electrical corporation by operation of the exclusions for a corporation or person employing landfill gas technology or digester gas technology, and the entity has specified first points of interconnection.	04/27/2015 - From ASSEMBLY Committee on NATURAL RESOURCES: Do pass to Committee on APPROPRIATIONS.	
<u>AB 1201</u> Salas (D)	Delta: Predation by Nonnative Species		Requires the State Department of Fish and Wildlife to develop and initiate a science-based approach that addresses predation by nonnative species upon species of fish listed pursuant to the State Endangered Species Act that reside all or a portion of their lives in the Sacramento-San Joaquin Delta.	04/28/2015 - From ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Do pass to Committee on	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
				APPROPRIATIONS.	
<u>AB 1242</u> Gray (D)	Water Quality: Impacts on Groundwater Basins		Requires the State Water Resources Control Board to take into consideration any applicable groundwater sustainability plan or alternative in formulating state policy for water quality control and adopting or approving a water quality control plan that affects a groundwater basin. Requires the board to evaluate impacts on groundwater basins.	05/05/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
<u>AB 1243</u> Gray (D)	Groundwater Recharge: Grants		Establishes the Groundwater Recharge Grant Fund. Provides that moneys in the fund are available to the State Water Resources Control Board to provide grants to local governments and water districts for groundwater recharge infrastructure projects.	04/14/2015 - In ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Not heard.	
<u>AB 1315</u> Alejo (D)	Public Contracts Water Pollution Prevention Plans		Prohibits a public entity, charter city, or charter county from delegating to a contractor the development of a plan used to prevent or reduce water pollution or runoff on a public works contract. Provides exceptions. Prohibits those same entities from requiring a contractor on a public works contract that includes compliance with a plan to assume responsibility for the completeness and accuracy of a plan developed by that entity.	04/29/2015 - From ASSEMBLY Committee on LOCAL GOVERNMENT: Do pass to Committee on APPROPRIATIONS.	
<u>AB 1325</u> Salas (D)	Delta Smelt		Enacts the Delta Smelt Preservation and Restoration Act of 2016. Requires the development of a deltas smelt hatchery program to preserve and restore the delta smelt. Requires entering into mitigation banking agreements with banking partners of the Department of Fish and Wildlife for the purpose of providing take authorizations to those partners and to obtain funding from banking agreements. Appropriates an unspecified amount of money from an unspecified source to implement these provisions.	04/28/2015 - In ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Failed passage.;04/28/2015 - In ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Reconsideration granted.	
<u>AB 1362</u> Gordon (D)	Local Government Assessments Fees and Charges		Defines stormwater for purposes of the Proposition 218 Omnibus Implementation Act to mean any system of public improvements or service intended to provide for the quality, conservation, control, or	03/23/2015 - To ASSEMBLY Committee on	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
			conveyance of waters that land on or drain across the natural or man-made landscape.	LOCAL GOVERNMENT.	
<u>AB 1390</u> Alejo (D)	Groundwater: Adjudication		Establishes special procedures for an adjudication action to determine the rights to extract groundwater within a basin or store water from a basin. Authorizes the court to determine all rights to groundwater in a basin whether based on appropriation, overlying right, or other basis of right. Requires a complaint filed in an action to name certain defendants, including counties or cities that provide water service and overlie a basin in whole or in part, and to be served and published in a specified manner.	04/30/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
<u>AB 1454</u> Wagner (R)	Water Quality: Trash: Single-Use Carryout Bags		Suspends the operation of certain amendments to water quality control plans relating to the total maximum daily load for trash unless and until specified provisions inoperative due to a pending referendum election become effective. Requires the State Water Resources Control Board to revisit and revise the water quality control plans to address impaired water quality due to trash if the law pending referendum is defeated.	04/23/2015 - Re-referred to ASSEMBLY Committee on RULES.	
<u>AB 1463</u> Gatto (D)	Onsite Recycled Water		Requires the State Water Resources Control Board to establish water quality standards and distribution, monitoring, and reporting requirements for onsite water recycling systems prior to authorizing the use of onsite recycled water in internal plumbing of residential and commercial buildings.	04/28/2015 - From ASSEMBLY Committee on BUSINESS AND PROFESSIONS: Do pass to Committee on APPROPRIATIONS.	
<u>AB 1532</u> Local Government Cmt	Local Government: Omnibus		Provides provisions regarding local governments to include the revision of existing law regarding local agency formation commissions. Updates provisions regarding hospital districts, a change of organization or reorganization of a city, conflict of interest rules for a commission appointed legal counsel, the annexation of inhabited territory, and the issuance of a certificate of completion or termination regarding the consolidation of cities or districts.	04/06/2015 - To ASSEMBLY Committee on LOCAL GOVERNMENT.	
<u>AB 1534</u> Ting (D)	Assessment Analyst: Certification		Prohibits an assessor or any person employed by the Office of the County Assessor from making decisions with regard to change in ownership, or with regard to property tax exemptions, except a homeowners' exemption claim, unless he or she is the holder of a valid assessment analyst certificate issued by the State Board of Equalization. Requires prescribed annual training for certification.	04/30/2015 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
			Provides for advanced certification. Provide failure to complete training would be grounds for revocation.		
SB 7 Wolk (D)	Housing: Water Meters: Multi-unit Structures		Encourages the conservation of water in multifamily residential rental buildings through means within the landlord's or the tenant's control, and to ensure that the practices involving the submetering of dwelling units for water service are just and reasonable, and including appropriate safeguards for both tenants and landlords. Authorizes building standards that require the installation of water submeters in multiunit residential buildings. Defines the term submeter for the Water Measurement Law.	05/04/2015 - In SENATE. Read third time. Passed SENATE. *****To ASSEMBLY.	
SB 13 Pavley (D)	Groundwater		Authorizes the State Water Resource Control Board to designate a basin as a probationary basin and to develop an interim plan. Relates deficiency remedies by a local agency or groundwater sustainability agency. Relates to the designation of a basin as probationary. Relates to the determination criteria for establishing a groundwater sustainability plan. Authorizes a mutual water company to participate in such agency. Provides a water corporation or mutual water company may participate.	04/30/2015 - In SENATE. Read third time. Passed SENATE. *****To ASSEMBLY.	
SB 20 Pavley (D)	Wells: Reports: Public Availability		Amends an existing law which requires a person who digs, bores, or drills a water well, cathodic protection well, or a monitoring well to file a report of completion with the Department of Water Resources. Requires the Department to make reports available to the public. Requires the Department to redact from the report specified information pertaining to the well owner.	04/27/2015 - In SENATE Committee on APPROPRIATIONS: To Suspense File.	
SB 32 Pavley (D)	Global Warning Solutions Act of 2006: Emissions Limit		Requires the State Air Resources Board to approve a specified statewide greenhouse gas emission limit that is equivalent to a specified percentage below the 1990 level to be achieved by 2050. Authorizes the Board to adopt interim emissions level targets to be achieve by specified years.	05/05/2015 - In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
SB 47 Hill (D)	Environmental Health: Synthetic Turf		Requires the Office of Environmental Health Hazard Assessment, in consultation with the Department of Resources Recycling and Recovery, the State Department of Public Health, and the Department of Toxic Substances Control, to prepare and provide to the Legislature and post on the office's Internet Web site a study analyzing synthetic turf, for potential adverse health impacts. Provides the information to be included in the study. Authorizes	04/13/2015 - In SENATE Committee on APPROPRIATIONS: To Suspense File.	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
SB 113 Galgiani (D)	Disaster Preparedness and Flood Prevention Bond Act		grant to crumb rubber businesses to find alternative markets. Specifies that the Disaster Preparedness and Flood Prevention Bond Act of 2006 funds provided by the act are only available for appropriation until a specified date and at that time the amount of indebtedness authorized by the act is reduced by the amount of funds that have not been appropriated. Removes the restriction that the funds are available for appropriation only until that specified date.	03/24/2015 - In SENATE Committee on NATURAL RESOURCES AND WATER: Not heard.	
SB 119 Hill (D)	Protection of Subsurface Installations		Relates to excavation. Provides for certain training requirements, fines, and license suspension. Makes changes relating to a regional notification center and subsurface installations. Provides for delineation of areas to be excavated, preservation of certain plans, damages, an exemption for certain residential property owners, occupational safety and health standards for excavators, and the use of moneys collected as a result of the issuance of citations. Creates a relates complaint authority.	05/05/2015 - In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
SB 122 Jackson (D)	Environmental Quality Act: Record of Proceedings		Amends the Environmental Quality Act. Relates to a database for the collection, storage, retrieval, and dissemination of environmental documents, notices of exemption, notices of preparation, notices of determination, and notices of completion provided to the office that shall be available online to the public through the internet. Provides for the phase-in of electronic documents. Requires the lead agency to submit to the State Clearinghouse a sufficient number of environmental documents for review.	05/04/2015 - In SENATE Committee on APPROPRIATIONS: To Suspend File.	
SB 127 Vidak (R)	Water Quality, Supply, and Infrastructure Improvement		Relates to the Water Quality, Supply, and Infrastructure Improvement Act of 2014. Requires the public agency, in certifying the environmental impact report and in granting approvals for projects funded, in whole or in part, by Proposition 1, including the concurrent preparation of the record of proceedings and the certification of the record of proceeding within 5 days of the filing of a specified notice, to comply with specified procedures.	02/05/2015 - To SENATE Committees on ENVIRONMENTAL QUALITY and JUDICIARY.	
SB 142 Jackson (D)	Civil law: Unmanned Aerial Vehicles		Defines knowing entry upon the land of another to include the operation of an unmanned aerial vehicle below the navigable airspace overlaying the real property. Extends liability for wrongful occupation of real property and damages to a person who without permission operates an unmanned aerial vehicle below the navigable airspace overlaying the real property or operation of an unmanned aerial vehicle less than a specified number of feet above ground level	05/04/2015 - In SENATE. Read third time. Passed SENATE. *****To ASSEMBLY.	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
SB 143 Stone (R)	Diamond Valley Reservoir: Recreational Use	Oppose	with the airspace overlaying the real property. Amends existing law that prohibits recreational use in which there is bodily contact with water, in a reservoir in which water is stored for domestic use.	02/05/2015 - To SENATE Committee on ENVIRONMENTAL QUALITY.	
SB 173 Nielsen (R)	Groundwater: De Minimis Extractors		Amends existing law that generally excepts a de minimis extractor from the requirement that a person who extracts groundwater from a probational basin or extracts groundwater on or after July 1, 2017, in an area within a basin that is not within the management area of a groundwater sustainability agency and where the county does not assume responsibility to be the groundwater sustainability agency has to file a report of groundwater extraction. Defines a de minimis extractor.	03/24/2015 - In SENATE Committee on NATURAL RESOURCES AND WATER: Failed passage.;03/24/2015 - In SENATE Committee on NATURAL RESOURCES AND WATER: Reconsideration granted.	
SB 179 Berryhill (R)	Secondhand Goods: Junk Dealers		Makes nonsubstantive changes to existing law that prohibits a junk dealer or recycler from possessing a reasonably recognizable, disassembled, or inoperative fire hydrant or fire department connection, a manhole cover or lid, or a backflow device, that was owned by an agency, without a written certification on the agency's letterhead that the agency either has sold the material described or is offering the material for sale.	02/19/2015 - To SENATE Committee on RULES.	
SB 184 Hertzberg (D)	Local Government: Omnibus Bill		Clarifies that provisions in existing law relating to the authority of the duties of the auditor apply only to the county auditor. Authorizes marginal notations on recorded records. Repeals keeping an index of separate property of married women. Authorizes general grantor-grantee index in computerized of electronic format. Deletes certain endorsement requirements. Deletes certain name and address posting on records requirement. Updates government contract cost accounting. Relates to local contract bidding.	04/29/2015 - From SENATE Committee on GOVERNANCE AND FINANCE: Do pass to Committee on APPROPRIATIONS.	
SB 185 De Leon (D)	Public Retirement Systems: Divestiture of Thermal Coal		Prohibits the boards of the Public Employees' Retirement System and the State Teachers' Retirement System from making new investments or renewing existing investments of funds in a thermal coal company.	04/27/2015 - In SENATE Committee on	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
			Requires the boards to liquidate investments and to engage with such companies to ascertain if they are transitioning to clean energy generation business models. Requires the boards to make a comprehensive assessment on divesting in natural gas and petroleum investments.	APPROPRIATIONS: To Suspense File.	
SB 208 Lara (D)	Integrated Regional Water Management Plans: Grants		Requires a regional water management group to provide the state entity administering the regional water management grant with a list of projects to be funded by the grant funds where the project proponent is a nonprofit organization or a disadvantaged community, or the project benefits a disadvantaged community.	04/27/2015 - In SENATE Committee on APPROPRIATIONS: To Suspense File.	
SB 216 Pan (D)	Public Employees Retirement System		Amends the Public Employees Retirement System. Repeals the provisions regarding investing in residential realty on the system's investment portfolio. Changes the frequency of a specified report to eliminate the requirement to report on the investments on a cost basis. Makes other changes to the content of the report. Specifies that the option to purchase service credit shall be elected prior to retirement, that the member be returning to State service.	04/30/2015 - In SENATE. Read third time. Passed SENATE. *****To ASSEMBLY.	
SB 223 Galgiani (D)	Division of Boating and Waterways: Oversight Committee		Requires the Division of Boating and Waterways to establish an advisory and oversight committee to evaluate and monitor the activities of the Division relating to the management and control or eradication of invasive aquatic plants. Provides the expertise of members of the committee. Requires the committee to meet a specified amount of times per year and to communicate any findings or recommendations to the Division.	04/30/2015 - In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
SB 226 Pavley (D)	Sustainable Groundwater Management Act		Provides for a comprehensive method for determining groundwater rights. Provides that a court shall use the Code of Civil Procedure for determining rights to groundwater. Requires the rights determination process to be available to specified courts. Provides for applicability to Indian tribes and the federal government. Requires the boundaries of a basin to be identified in Bulletin 118. Authorizes certain departments to intervene in specified actions. Provides for expert witness disclosures.	05/05/2015 - In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
SB 228 Cannella (R)	Groundwater Storage: Beneficial Use		Declares that the recharging of a groundwater basin by a local groundwater management agency or a local groundwater sustainability agency for the purposes of repelling saline intrusion and recovering basin groundwater levels constitutes a beneficial use of water if the recharge is consistent with the local agency's	02/26/2015 - To SENATE Committee on NATURAL RESOURCES AND WATER.	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
SB 248 Pavley (D)	Oil and Gas		groundwater management plan or groundwater sustainability plan. Provides for an inspection protocol and schedule of activities regulated pursuant to provisions concerning drilling, operation, maintenance, and abandonment of oil and gas wells and certain tanks and facilities. Requires information on inspections to be included in a certain report. Requires the recording of certain information in a well history, including fluid injection, chemical composition, and waste disposal injection information. Relates to Class II wells regulated under the Safe Drinking Water Act.	05/05/2015 - From SENATE Committee on APPROPRIATIONS with author's amendments.;05/05/2015 - In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
SB 258 Bates (R)	Local Government		States the intent of the Legislature to enact legislation that would protect the right of the public to participate in open deliberations of the legislative bodies of local agencies by clarifying the appropriate use of special meetings.	02/26/2015 - To SENATE Committee on RULES.	
SB 272 Hertzberg (D)	State Public Records Act: Local Agencies: Inventory		Requires each local agency, in implementing the State Public Records Act, to create a catalog of enterprise systems, to make the catalog publicly available upon request in the office of the clerk of the agency's legislative body, and to post the catalog on the local agency's Internet Web site. Requires the catalog to disclose a list of the systems utilized by the agency and, among other things, the current system vendor and product.	05/05/2015 - In SENATE. Read second time. To third reading.	
SB 317 De Leon (D)	Safe Neighborhood Parks, Rivers, and Coastal Protection		Enacts the Safe Neighborhood Parks, Rivers, and Coastal Protection Bond Act of 2016, which, if adopted by the voters, would authorize the issuance of bonds in a specified amount pursuant to the State General Obligation Bond Law to finance a safe neighborhood parks, rivers, and coastal protection program.	05/05/2015 - In SENATE. Read second time and amended. Re-referred to Committee on GOVERNANCE AND FINANCE.	
SB 350 De Leon (D)	Clean Energy and Pollution Reduction Act of 2015		Establishes the quantity of electricity products from eligible renewable energy resources be procured by each retail seller for specified periods. Requires the boards of local publicly owned electric utilities to ensure that specified quantities of such products be procured to achieve a specified percentage by a specified date. Excludes combustion from municipal waste as eligible renewable energy sources. Requires submission of renewable energy	04/29/2015 - From SENATE Committee on ENVIRONMENTAL QUALITY: Do pass to Committee on APPROPRIATIONS.	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
SB 360 Cannella (R)	Biomethane		procurement plans. Relates to reducing motor vehicle emissions. Authorizes the Public Utilities Commission to consider providing the option to all corporations to engage in competitive bidding and direct investment in ratepayer financed biomethane collection equipment.	03/05/2015 - To SENATE Committee on ENERGY, UTILITIES AND COMMUNICATION S.	
SB 385 Hueso (D)	Primary Drinking Water Standards: Hexavalent Chromium		Authorizes the State Water Resources Control Board to grant a period of time to achieve compliance with the primary drinking water standard for hexavalent chromium by approving the compliance plan. Requires a public water system to provide specified notice regarding the plan to its customers and to send status reports to the Board. Authorizes the Board to direct revisions to the plan and to implement, interpret, or make specific provisions by means of criteria, published on its Internet Web site.	05/05/2015 - In SENATE Committee on JUDICIARY: Not heard.	
SB 454 Allen (D)	Water Quality: Oil and Gas: Exempt Aquifer		Relates to water quality, oil and gas wells and exempt aquifers. Prohibits the Division of Oil, Gas, and Geothermal Resources from submitting a proposal for an aquifer exemption to the United States Environmental Protection Agency unless the division and the State Water Resources Control Board concur in writing that the aquifer meets specified conditions. Relates to the Clean Water Act. Relates to an aquifer that is hydrocarbon bearing. Provides for injection zones separated from beneficial waters.	04/29/2015 - From SENATE Committee on ENVIRONMENTAL QUALITY: Do pass to Committee on APPROPRIATIONS.	
SB 471 Pavley (D)	Water, Energy, Reduction of Greenhouse Gas		Requires the development of an emissions inventory of greenhouse gas emissions from the water system in the State. Provides that water recycling, wastewater treatment, water end-use efficiency, water technology improvements, best management practices, and other projects that reduce water system greenhouse gas emissions shall be eligible for funding under the Greenhouse Gas Reduction Fund.	05/05/2015 - In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
SB 485 Hernandez (D)	County of Los Angeles: Sanitation Districts		Authorizes specified sanitation districts in the County of Los Angeles, to acquire, construct, operate, maintain, and furnish facilities for the diversion, management, and treatment of stormwater and dry weather runoff, the discharge of the water to the stormwater drainage system, and the beneficial use of the water. Makes legislative findings and declarations as to the necessity of a special statute for the County of Los Angeles.	04/16/2015 - Re-referred to SENATE Committee on GOVERNANCE AND FINANCE.	
SB 487	Sustainable Groundwater		Relates to the California Environmental Act (CEQA). Exempts from	03/12/2015 - To	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
Nielsen (R)	Management Act: Exemptions		the requirements of CEQA the formation of a groundwater sustainability agency, the amendment of a groundwater sustainability plan or coordinated groundwater sustainability plan, and the implementation of those plans, except to the extent that the implementation requires the construction or installation of a new facility.	SENATE Committee on ENVIRONMENTAL QUALITY.	
SB 551 Wolk (D)	State Water Policy: Water and Energy Efficiency		Declares the policy of the state that water use and water treatment shall be as energy efficient as in feasible and energy use and generation shall be as water efficient as is feasible. Requires all relevant state agencies to consider this state policy when revising, or establishing policies, regulations, and grant criteria when pertinent to these uses of water and energy.	04/28/2015 - From SENATE Committee on NATURAL RESOURCES AND WATER: Do pass to Committee on APPROPRIATIONS.	
SB 552 Wolk (D)	Disadvantaged Communities Drinking Water Standards		Requires the State Water Resources Control to develop a report identifying specific funding and enforcement mechanisms necessary ensure that disadvantaged communities have water systems that are in compliance with state and federal drinking water standards. Requires the report to identify specific legislative and administrative actions necessary to bring disadvantaged communities into compliance with safe drinking water standards.	04/29/2015 - From SENATE Committee on ENVIRONMENTAL QUALITY: Do pass to Committee on APPROPRIATIONS.	
SB 553 Wolk (D)	Water Conservation		Requires the Department of General Services to identify each public property in the department's state property inventory where it is feasible for water consumption to be reduces and water efficiencies to be achieved through implementation of the relevant recommendations made in the model water efficient landscape ordinance and would require the department to implement the relevant recommendation where feasible.	04/28/2015 - From SENATE Committee on GOVERNMENTAL ORGANIZATION: Do pass to Committee on APPROPRIATIONS.	
SB 554 Wolk (D)	Water Commission Disqualifying Financial Interest		Removes a member of the California Water Commission from office if after trial a court finds that the commission member has knowingly participated in any commission decision in which the member has a disqualifying financial interest in the decision.	04/21/2015 - In SENATE Committee on ELECTIONS AND CONSTITUTIONAL AMENDMENTS: Not heard.	
SB 555 Wolk (D)	Urban Retail Water Suppliers: Water Loss		Require each urban retail water supplier to submit a completed and validated water loss audit report for the previous calendar year.	04/27/2015 - In SENATE Committee	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
	Management		Requires the Department of Water Resources of post a reports on its Internet Web site and to develop metrics for reporting year-over-year progress on water loss reduction. Requires rules requiring urban retail water suppliers to meet performance standards for the volume of water losses.	on APPROPRIATIONS: To Suspense File.	
SB 556 De Leon (D)	Victims of Crime: Indemnification: Applications		Relates to indemnification of victims of crime. Defines the time of processing applications. Requires the Victim Compensation and Government Claims Board to post on its Internet Web site its progress and current average time of processing applications, the number of applications approved and denied, and incomplete applications received. Relates to the period of time, including all calendar days, that begins when the board first receives an application and ends when a check is mailed to an eligible victim.	05/04/2015 - From SENATE Committee on APPROPRIATIONS with author's amendments.;05/04/2 015 - In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
SB 568 Fuller (R)	Groundwater Management		Relates to the Sustainable Groundwater Management Act. Authorizes the State Water Resources Control Board to designate a basin as a probationary basin if the state board makes a certain determination and authorizes the state board to develop an interim plan for the probationary basin.	03/12/2015 - To SENATE Committee on RULES.	
SB 615 Berryhill (R)	Waste Discharge: Waivers: Managed Wetlands		Relates to waste discharge requirements, waivers and managed wetlands. Requires each regional board to prescribe waste discharge requirements that implement relevant water quality control plans. Provides for waivers. Amends monitoring of wetlands unless results of downstream monitoring demonstrate a violation of water quality discharge standards.	04/29/2015 - In SENATE Committee on ENVIRONMENTAL QUALITY: Not heard.	
SB 625 Galgiani (D)	Water Management: Synthetic Plastic Microbeads		Prohibits the selling, or offering for promotional purposes a person care product containing synthetic plastic microbeads. Exempts from this prohibition the sale or promotional offer of a product containing a specified amount of such microbeads. Makes a violator liable for a civil penalty for each violation. Authorizes the penalty to be recovered in a civil action brought by the Attorney General. Prohibits any local ordinance, resolution, or rule relating to the sale of such microbeads.	04/22/2015 - Re- referred to SENATE Committees on ENVIRONMENTAL QUALITY and JUDICIARY.	
SB 687 Allen (D)	Renewable Gas Standard		Requires the State Air Resources Board to adopt a carbon-based renewable gas standard that requires all gas sellers to provide	05/05/2015 - In SENATE. Read	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
			specified percentages of renewable gas meeting certain deliverability requirements, to retail end-use customers for use in the state that increases over specified compliance periods, and to issue an analysis of the lifecycle emissions of greenhouse gases and reductions for different biogas types and end uses. Requires a renewable gas assessment.	second time and amended. Re-referred to Committee on APPROPRIATIONS.	
SB 704 Gaines T (R)	Public Officers and Employees: Conflicts of Interest		Relates to conflicts of interest of public officers and employees. Provides for an updated definition of remote interest when dealing with seeking and awarding public entity contracts.	04/30/2015 - In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
SB 758 Block (D)	Atmospheric Rivers Research and Mitigation Program		Establishes the Atmospheric Rivers Research and Mitigation Program in the State Department of Water Resources to research the causes and effects of such rivers, and to take actions to capture water generated by such rivers to increase the water supply and reliability of water resources in the State and to operate reservoirs in a manner that improves flood protection in the State. Establishes a related fund for funding the program.	04/30/2015 - In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
SB 768 Wieckowski (D)	Water-Conserving Plumbing Fixtures		Makes technical, nonsubstantive changes to existing law that requires the replacement of plumbing fixtures that are not water conserving in residential and commercial real property built and available for use on or before a specified date.	03/19/2015 - To SENATE Committee on RULES.	
SB 772 Stone (R)	Bay Delta Conservation Plan: Judicial Review		States the intent of the Legislature to enact legislation establishing judicial review procedures for the Bay Delta Conservation Plan.	03/19/2015 - To SENATE Committee on RULES.	
SB 798 Pavley (D)	Natural Resources		Provides provisions regarding natural resources to include sport fishing regulations, the automated fishing and hunting license data system, the retrocession of jurisdiction by the United State over land within the State, the conveyance of certain State lands to the United States for a lighthouse, membership of the Range Management Advisory Committee, membership on the Coastal Commission, violations of water use and diversion provisions, temporary water diversion permits, and small irrigation water usage.	04/28/2015 - From SENATE Committee on NATURAL RESOURCES AND WATER: Do pass as amended to Committee on APPROPRIATIONS.	
SJR 1 Beall (D)	Social Security: Retirement Benefits: Public Employees		Requests the President and the Congress of the United States to pass legislation repealing the Government Pension Offset and the Windfall Elimination Provisions from the Social Security Act.	04/16/2015 - In SENATE. Read third time. Adopted by	

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
				SENATE. *****To ASSEMBLY.	

EXHIBIT "B"

STATE WATER RESOURCES CONTROL BOARD Drinking Water Program

Definition of the Problem

Chapter 35, Statutes of 2014 (SB 861) transferred the responsibility for administering the Safe Drinking Water Program from the California Department of Public Health to the State Water Resources Control Board (State Water Board) effective July 1, 2014. Since assuming responsibility for the Drinking Water Program, the State Water Board has conducted a fiscal analysis of the program. The fiscal analysis revealed that (1) the current fee structure is not generating sufficient revenues to support the existing program and (2) the current fee structure appears to be unreliable, unsustainable, and inequitable. Specifically, the analysis found:

- The Drinking Water Program's current fee setting process does not generate sufficient revenue to meet Drinking Water Program budgetary appropriations. It is anticipated that total revenue will fall short of the safe drinking water budget appropriation for Fiscal Years 2014-15 and 2015-16 by approximately \$3.8 million. It is projected that the federal funds being used to offset this shortfall will be depleted by June 30, 2016.
- The current statutory requirements restrict the State Water Board's ability to generate revenues sufficient to pay costs of administering the program. Health and Safety Code section 116590 states that fees from Large Water Systems¹ (LWS) cannot be increased by more than five percent of the amount collected for the previous year. This effectively prevents the State Water Board from being able to increase fees to: address significant statutory expansions of program responsibilities; develop or revise new and existing regulations; or pay for increased program costs due to inflation and employee compensation packages negotiated by the California Department of Human Resources, which might exceed five percent in a given year.
- CDPH did not consistently raise fees each year by the five percent cap, resulting in a revenue shortfall each year and revenue historically and currently not meeting program expenditures.
- The Drinking Water Program is being subsidized by the federal government and the federal funds are not guaranteed on an annual basis. Nearly 55 percent of Drinking Water Program costs (\$17.1 million out of the \$31.2 million total program costs) are funded by federal funds. Continued reliance on this unpredictable funding source for the majority of program revenue places the entire drinking water program at risk. Furthermore, for Fiscal Years 2014-15 and 2015-16, the federal funds include approximately \$3 million in un-liquidated obligations from prior year grants. This money projected to be exhausted by Fiscal Year 2015-16.
- The current fee structure prevents the State Water Board from being able to focus its resources on addressing the highest priority drinking water problems in the State or to effectively shift resources to address urgent new drinking water issues, such as those associated with the current drought or promulgation of needed regulatory updates.

- Currently, fees on LWS are based on a fee-for-service model, while fees for Small Water Systems² (SWS) are set in statute. The current rigid structure requires the State Water Board spend the majority of its staff time inspecting LWS, notwithstanding that SWS require significantly more attention and assistance. Furthermore, the current structure impedes the Division of Drinking Water's progress on making needed regulatory updates.
- Under the current fee setting process, there is a risk that the State Water Board will not be able to adjust fee schedules in a timely manner to meet budgetary authority requirements.
- The current fee structure places a greater burden on SWS relative to LWS to pay for the costs of the drinking water regulatory program. Specifically, when the costs of the regulatory program are averaged on a per connection basis, SWS pay nearly \$12 per connection, while LWS pay approximately \$1 per connection. Customers of SWS pay over ten times more in fees for program regulatory costs than LWS.

Drinking Water Program Funding

The Drinking Water Program is being supported by the following sources for Fiscal Year 2014-15:

- Safe Drinking Water Account (Fund 306)
- Public Water System Supervision (PWSS) Grant
- Drinking Water State Revolving Fund PWSS Grant Set-Aside

The Safe Drinking Water Account derives the majority of its funding from cost recovery for activities associated with the oversight of Public Water Systems serving 1,000 or more service connections, also defined as Large Water Systems (LWS). A lesser amount comes from smaller public water systems and non-community water systems with less than 1,000 service connections, also defined as Small Water Systems (SWS). These activities include inspections, monitoring, permitting, compliance, enforcement, and administration. The Water Board invoices each LWS based on the amount of time staff spend working to regulate each respective system on an annual basis. The LWS reimburse the Water Board for this work.

In addition, the State Water Board assesses the following annual fees on small public water systems, and this revenue is also deposited in the Safe Drinking Water Account:

- For community water systems³ serving less than 1,000 service connections, a graduated flat fee is applied based on the number of service connections. The fee is \$6.00 per service connection but not less than \$250 per water system.
- For non-transient non-community water systems⁴, the fee is based on the number of people the public water system serves. The fee is \$2.00 per person served but not less than \$456.
- Transient non-community water systems⁵ pay a flat fee of \$800 per system.
- There are also fees that cover the costs of writing and amending permits. These fees range from \$155 to \$518.

Table 1 below shows total projected revenue for Fiscal Year 2014-15 and 2015-16 and compares the total revenue with the State Water Board's safe drinking water account budget appropriation.

Table 1

Safe Drinking Water Account							
Fiscal Year	LWS Cost Recovery⁶	LWS Waiver/Variance	SWS Annual Fees	SWS Enforcement Waiver/Variance⁷	Total Revenue	Budget Appropriation⁸	Budget Appropriation compared to Total Revenue⁹
2014-15	\$10,686,000	\$335,000	\$2,928,000	\$151,000	\$14,100,000	\$16,860,000	(\$2,760,000)
2015-16	\$11,220,300	\$340,000	\$2,928,000	\$151,000	\$14,639,300	\$15,629,000	(\$989,700)

Table 2 below summarizes a projection for Fiscal Year 2014-15 of how Large and Small Public Water Systems are being funded. The "Safe Drinking Water Account" column represents fees and cost recovery dollars collected from public water systems, while the "PWSS Grant" and "DW SRF PWSS Set-Aside" columns represent subsidy funding from the federal government. The amounts are based off six months of actual expenditures and six months of projected expenditures.

Table 2

Drinking Water Cost Recovery Program Expenditures by System Size	Safe Drinking Water Account	Percentage of Program	Total Federal Subsidy	Percentage of Program	Total
LWS Capped ⁶	\$10,686,000		\$4,374,000		15,060,000
LWS Waiver/Variance	\$335,000		\$0		335,000
LWS Total	\$11,021,000	71.6%	\$4,374,000	28.4%	15,395,000
SWS Fees	\$2,928,000		\$12,772,000		15,700,000
SWS Enforcement/Waiver/Variance	\$151,000		\$0		151,000
SWS Total	\$3,079,000	19.4%	\$12,772,000	80.6%	15,851,000
Total	\$14,100,000	45.1%	\$17,146,000	54.9%	\$31,246,000

- The federal government subsidy for LWS is 28.4% of the LWS Program.
- The federal government subsidy for SWS is 80.6% of the SWS Program.
- The federal government subsidy for the total program is 54.9%.

Table 3 below is a detailed breakdown of the Safe Drinking Water Program activities and how those activities are being funded. The "Safe Drinking Water Account" column represents fees and cost recovery dollars collected from public water systems, while the "PWSS Grant" and "DW SRF PWSS Set-Aside" columns represent subsidy funding from the federal government. The amounts below are forecasts for Fiscal Year 2014-15 and are based on six months of actual expenditures and six months of projected expenditures.

Table 3

Safe Drinking Water Program Expenditures By Activity	Safe Drinking Water Account	PWSS Grant	DW SRF PWSS Set-Aside	Total
LWS (PICME) & Administration ¹⁰	\$7,387,000	\$671,000	\$977,000	\$9,035,000
LWS Enforcement	\$62,000			\$62,000
LWS General Compliance ¹¹	\$2,851,000	\$460,000	\$629,000	\$3,940,000
LWS General Monitoring	\$386,000	\$281,000	\$403,000	\$1,070,000
LWS SRF, Prop 50 & 84			\$545,000	\$545,000
LWS Emergency			\$408,000	\$408,000
LWS Capped	\$10,686,000	\$1,412,000	\$2,962,000	\$15,060,000
LWS Waiver/Variance	\$335,000			\$335,000
LWS Total	\$11,021,000	\$1,412,000	\$2,962,000	\$15,395,000
SWS (PICME) & Administration ¹⁰	\$2,928,000	\$4,266,000	\$4,479,000	\$11,673,000
SWS General Compliance ¹¹		\$1,338,000	\$1,427,000	\$2,765,000
SWS SRF, Prop 50 & 84			\$722,000	\$722,000
SWS Emergency			\$540,000	\$540,000
SWS Capped	\$2,928,000	\$5,604,000	\$7,168,000	\$15,700,000
SWS Enforcement, Waiver/Variance	\$151,000			\$151,000
SWS Total	\$3,079,000	\$5,604,000	\$7,168,000	\$15,851,000
Total	\$14,100,000	\$7,016,000	\$10,130,000	\$31,246,000

Table 4 show the relative cost per service connection for both LWS and SWS.

Table 4

FY 2014-15	Active Service Connections	Total Fees Collected	Fees Collected/ Service Connection	Total Program Expenditures	Total Program Expenditures/ Service Connection
LWS	9,462,960	\$ 11,021,000	\$ 1.16	\$ 15,395,000	\$ 1.63
SWS	260,686	\$ 3,079,000	\$ 11.81	\$ 15,851,000	\$ 60.80
Total	9,723,646	\$ 14,100,000	\$ 1.45	\$ 31,246,000	\$ 3.21

Recommendation

In order to address these problems, and create a drinking water regulatory program fee structure that is reliable, fair, and sustainable; the State Water Board recommends statutory changes that would align the drinking water fee process with the State Water Board’s existing water quality and water rights fee processes. The statutory changes would give the State Water Board authority to adopt annual fee schedules to conform with the revenue levels authorized in the Budget Act in any given year for the State Water Board’s Division of Drinking Water. The State Water Board would be provided with emergency regulatory authority for this process. This approach would be consistent with the manner in which the State Water Board currently assesses fees for its water quality regulatory program and its water rights regulatory program.

The Trailer Bill Language in the BCP would give the State Water Board the authority to adopt annual fee schedules through emergency regulatory authority to meet the State Water Boards Drinking Water Program Budget Authority.

¹ Public water systems serving 1,000 or more service connections.

² Public water systems and non-community water systems with fewer than 1,000 service connections.

³A community water system supplies water to the same population year-round.

⁴A non-transient non-community water system regularly supplies water to at least 25 of the same people at least six months per year, but not year-round. Some examples are schools, factories, office buildings, and hospitals which have their own water systems.

⁵ A transient non-community water system provides water in a place such as a gas station, rest stop or campground where people do not remain for long periods of time.

⁶ The total amount of funds collected from LWS is capped each year and shall not increase by more than 5 percent of the amount collected for the previous fiscal year. The work perform at the LWS include Permitting, Inspection, Compliance, Monitoring and Enforcement (PICME) and General Compliance, and Monitoring and Administration cost.

⁷Enforcement program is reimbursement of actual costs incurred by the Water Board for any of the following activities related to that water system: 1) preparing, issuing, and monitoring compliance with an order or citation, 2) Preparing and issuing public notification, or 3) conducting a hearing pursuant to Health and Safety Code section 116625. Variance and waiver is reimbursement of actual costs incurred by the Water Board in the processing of public water system requests for an exemption, plan review, variance, or waiver of any applicable requirement of Safe Drinking Water Act (Act) or any regulation adopted pursuant to the Act.

⁸ January 10th 2015 Governor's Proposed Budget Appropriation

⁹ Budget appropriation revenue deficits are currently being offset by federal un-liquated obligations, which is projected to be exhausted by Fiscal Year 2015-16.

¹⁰ LWS and SWS Administration includes workload associated with public meetings, complaints/media requests, presentations, training, policy and regulation development, permit related activities, database maintenance, and district managers expenditures. The Federal Government is subsidizing a portion of the LWS administration cost and is not subsidizing the LWS PICME activities.

¹¹ LWS and SWS General Compliance includes evaluating for compliance, responding to emails request from the public or water systems related to compliance of the drinking water program, maintaining timesheets and daily activity logs, and tracking various monthly/quarterly/annually compliance reports received from water systems. These various reports include: lead and copper rule reports, permitted treatment plant compliance reports, surface water treatment rule reports, disinfection by-product rule reports, consumer confidence reports, and groundwater rule reports.

EXHIBIT "C"

DRAFT – 4/30/2015

ACWA Issue Paper Public Water System Operating Fees

Background

California's Safe Drinking Water Program ("Program") is administered by the State Water Resources Control Board's (the "SWRCB") Division of Drinking Water. The Program is funded through "operating fees" paid by public water systems according to a statutorily-established "fee-for-service" system. In FY 2012-13 and 2013-14, the Drinking Water Program experienced significant revenue shortfalls relative to the program's budget for those years.

As part of the State Budget process for Fiscal Year 2015-16, the SWRCB has proposed dramatic changes to its statutory authority to impose operating fees.

Existing Authority (Key Provisions)

- 1. Actual Cost Basis:** Under the California Health and Safety Code, a public water system's annual operating fee is based on the "actual cost" incurred by the SWRCB in "conducting those activities mandated by [the California Safe Drinking Water Act] relating to the issuance of domestic water supply permits, inspections, monitoring, surveillance, and water quality evaluation." (Health & Safety Code §116565(a).) For public water systems that serve 1,000 or more connections, each public water system is required to reimburse the department for costs that relate to that specific public water system. "The amount of reimbursement shall be sufficient to pay, but in no event shall exceed, [the SWRCB's] actual cost in conducting these activities." (Health & Safety Code §116565(a).)
- 2. Statutory Caps on Large Systems Operating Fee Totals and Annual Increases:** Existing law caps the operating fees for public water systems that serve 1,000 or more connections by establishing the total amount of operating and enforcement fees that could be collected for the 2001-02 fiscal year at no more than \$7,000,000 with the additional provision that fees **cannot increase by more than 5 percent** of the amount collected for the previous fiscal year. (Health & Safety Code §116590(d).)
- 3. Fees for Small Water Systems:** For public water systems that serve less than 1,000 connections, each public water system is required to pay a fee established by the SWRCB. For all public water systems serving less than 1,000 connections, "[t]he total amount of fees shall be sufficient to pay, but in no event shall exceed, the department's actual cost in conducting these activities." (Health & Safety Code §116565(b).) For community water systems with 15-999 connections, these fees are set at \$6 per connection but can be increased by the SWRCB to up to \$10 per connection, while the minimum fee is set at \$250. (Health & Safety Code §116565(b)(1).) Transient and nontransient noncommunity water systems' fees are structured similarly. (Health & Safety Code §116565(b)(2), (3).)
- 4. Rulemaking Process for Fees:** Under existing law, the SWRCB's development and approval of changes to the fee regulations are subject to the requirements for a regular rulemaking under the Administrative Procedures Act ("APA").

SWRCB's Proposed Change

The SWRCB is proposing to dramatically change how it imposes Program's operating fees. Under the proposed legislation, each public water system would submit an annual fee according to a fee schedule established by the SWRCB "for the purpose of reimbursing SWRCB for the costs incurred by the state board for activities mandated by this chapter." (*Proposed Health & Safety Code §116565(a).*) The SWRCB would be authorized to adopt the fee schedule by **emergency regulation** (*Proposed Health & Safety Code §116565(b).*) The SWRCB would "set the amount of total revenue collected each year through the fee schedule at an **amount equal to the amount appropriated by the Legislature in the annual budget act...**" (*Proposed Health & Safety Code §116565(d).*) **There would be no cap on fee increases.**

The SWRCB currently adopts fee schedules by emergency regulation under the APA to support its water quality (Water Code §13260(f)(1)) and water rights (Water Code §1530) programs.

SWRCB Rationale for Proposed Change and ACWA Responses (for discussion)

The SWRCB has provided a number of explanations for the need to change their fee authority:

1. ***SWRCB Rationale:*** *Drinking Water Program fee schedules are not generating sufficient revenue to meet Drinking Water Program budgetary authorizations.*

ACWA Response: The Drinking Water Program is an important state program that needs adequate funding. The SWRCB acknowledges that the Program "did not consistently raise fees" in previous years as authorized by existing law. The SWRCB's existing authority enables it to increase the fees it collects from public water systems to conduct activities mandated by the California Safe Drinking Water Act. If escalated at the statutorily maximum rate of 5 percent per year, the total amount of fees receivable from public water systems that serve 1,000 or more connections would have increased from \$7 million in FY 2001-02 to over \$13.8 million in FY 2015-16. For public water systems that serve less than 1,000 connections, per connection fees have remained fixed at \$6 per connection since FY 2001-02.

2. ***SWRCB Rationale:*** *The current statutory requirements require a costly and time-consuming rulemaking process for increasing fees, which limits the program's ability to meet new statutory or budgetary requirements.*

ACWA Response: The SWRCB's current drinking water fee setting processes provide due process through a transparent, public process. Many public water systems subject to these fees are public agencies that are required to engage in public processes in order to raise their rates.

3. ***SWRCB Rationale:*** *Nearly 55 percent of Drinking Water Program costs are funded from federal funds. Federal funds are not a stable funding source, as there is no guarantee that the state will continue to receive these funds in perpetuity.*

ACWA Response: The Public Water System Supervision ("PWSS") grant is a federal responsibility under the federal Safe Drinking Water Act and has been appropriated every year since 1976.

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ACWA has looked into this in Washington, D.C. There is no indication that the PWSS funding is vulnerable or at risk of being reduced or eliminated.

4. **SWRCB Rationale:** *The current fee structure prevents the SWRCB from being able to focus its resources on addressing the highest priority drinking water problems which tend to involve small water systems or to effectively shift resources to address urgent new drinking water issues, such as those associated with the current drought.*

ACWA Response: Both the current and the SWRCB's proposed fee structures are designed to reimburse SWRCB for costs incurred conducting activities mandated by the Safe Drinking Water Act. The current fee structure is based on a "fee-for-service" model, and changing that requirement may involve the imposition of a new tax-based structure on public water systems. Proposition 26, enacted by California voters in 2010, added a new definition of the term "tax" to the California Constitution and provides that taxes must be approved by two-thirds vote of Legislature and that certain local fees be approved by two-thirds of voters. Under Proposition 26, a fee is a tax if it does not link payor charges and benefits.

5. **SWRCB Rationale:** *The current fee structure places a greater burden on small water systems to pay for the costs of the drinking water regulatory program.*

ACWA Response: As the SWRCB has acknowledged, problems related to consistent compliance with drinking water standards are concentrated among small systems. Accordingly, any fee-based program will concentrate costs on those systems where the time and energy of the Drinking Water Program are focused. For public water systems that serve less than 1,000 connections, per connection fees have remained fixed at \$6 per connection since Fiscal Year 2001-02. The existing law allows increases to \$10 per connection.

ACWA's Position (for discussion)

Principles

- The Drinking Water Program is an important program which needs to be adequately funded.
- A permit fee should cover the SWRCB's actual and reasonable cost of activities related to the permit (e.g., inspections).
- Due process should be afforded when changes are made to the drinking water program fees.

Proposal

- Retain existing provisions in State law, except as noted below. This includes Health and Safety Code section 116565, which limits what activities the fees covers. (See Health & Safety Code ("HSC") §§116565 – 116595.)
- Amend subdivision (f) of HSC Section 11565 to:
 - Reset the initial funding cap from a 2001-02 fiscal year amount of \$7,000,000 cap for large system operating and enforcement fees to a new initial funding cap for the 2015-16 Fiscal Year in the amount of \$15,395,000.

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- Retain the 5 percent cap on annual increases, but change the initial fiscal year reference to fiscal year 2016-17.
- Apply an increased portion of the Public Water System Supervision (PWSS) Grant (federal subsidy) funding and the Drinking Water State Revolving Fund PWSS (DW SRF PWSS) Grant Set-Aside (federal subsidy) funding to the small water systems.
- Do not use the emergency regulation process to change the permit fees. Retain the existing APA process for the fees.

EXHIBIT "D"

EXECUTIVE ORDER B-30-15

WHEREAS climate change poses an ever-growing threat to the well-being, public health, natural resources, economy, and the environment of California, including loss of snowpack, drought, sea level rise, more frequent and intense wildfires, heat waves, more severe smog, and harm to natural and working lands, and these effects are already being felt in the state; and

WHEREAS the Intergovernmental Panel on Climate Change concluded in its Fifth Assessment Report, issued in 2014, that "warming of the climate system is unequivocal, and since the 1950s, many of the observed changes are unprecedented over decades to millennia" and that "continued emission of greenhouse gases will cause further warming and long-lasting changes in all components of the climate system, increasing the likelihood of severe, pervasive and irreversible impacts for people and ecosystems;" and

WHEREAS projections of climate change show that, even under the best-case scenario for global emission reductions, additional climate change impacts are inevitable, and these impacts pose tremendous risks to the state's people, agriculture, economy, infrastructure and the environment; and

WHEREAS climate change will disproportionately affect the state's most vulnerable citizens; and

WHEREAS building on decades of successful actions to reduce pollution and increase energy efficiency the California Global Warming Solutions Act of 2006 placed California at the forefront of global and national efforts to reduce the threat of climate change; and

WHEREAS the Intergovernmental Panel on Climate Change has identified limiting global warming to 2 degrees Celsius or less by 2050 as necessary to avoid potentially catastrophic climate change impacts, and remaining below this threshold requires accelerated reductions of greenhouse gas emissions; and

WHEREAS California has established greenhouse gas emission reduction targets to reduce greenhouse gas emissions to 1990 levels by 2020 and further reduce such emissions to 80 percent below 1990 levels by 2050; and

WHEREAS setting an interim target of emission reductions for 2030 is necessary to guide regulatory policy and investments in California in the midterm, and put California on the most cost-effective path for long term emission reductions; and

WHEREAS all agencies with jurisdiction over sources of greenhouse gas emissions will need to continue to develop and implement emissions reduction programs to reach the state's 2050 target and attain a level of emissions necessary to avoid dangerous climate change; and

WHEREAS taking climate change into account in planning and decision making will help the state make more informed decisions and avoid high costs in the future.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, in particular Government Code sections 8567 and 8571 of the California Government Code, do hereby issue this Executive Order, effective immediately

IT IS HEREBY ORDERED THAT:

1. A new interim statewide greenhouse gas emission reduction target to reduce greenhouse gas emissions to 40 percent below 1990 levels by 2030 is established in order to ensure California meets its target of reducing greenhouse gas emissions to 80 percent below 1990 levels by 2050.
 2. All state agencies with jurisdiction over sources of greenhouse gas emissions shall implement measures, pursuant to statutory authority, to achieve reductions of greenhouse gas emissions to meet the 2030 and 2050 greenhouse gas emissions reductions targets.
 3. The California Air Resources Board shall update the Climate Change Scoping Plan to express the 2030 target in terms of million metric tons of carbon dioxide equivalent.
 4. The California Natural Resources Agency shall update every three years the state's climate adaptation strategy, Safeguarding California, and ensure that its provisions are fully implemented. The Safeguarding California plan will:
 - Identify vulnerabilities to climate change by sector and regions, including, at a minimum, the following sectors: water, energy, transportation, public health, agriculture, emergency services, forestry, biodiversity and habitat, and ocean and coastal resources;
 - Outline primary risks to residents, property, communities and natural systems from these vulnerabilities, and identify priority actions needed to reduce these risks; and
 - Identify a lead agency or group of agencies to lead adaptation efforts in each sector.
 5. Each sector lead will be responsible to:
 - Prepare an implementation plan by September 2015 to outline the actions that will be taken as identified in Safeguarding California, and
 - Report back to the California Natural Resources Agency by June 2016 on actions taken.
 6. State agencies shall take climate change into account in their planning and investment decisions, and employ full life-cycle cost accounting to evaluate and compare infrastructure investments and alternatives.
 7. State agencies' planning and investment shall be guided by the following principles:
 - Priority should be given to actions that both build climate preparedness and reduce greenhouse gas emissions;
 - Where possible, flexible and adaptive approaches should be taken to prepare for uncertain climate impacts;
 - Actions should protect the state's most vulnerable populations; and
 - Natural infrastructure solutions should be prioritized.
 8. The state's Five-Year Infrastructure Plan will take current and future climate change impacts into account in all infrastructure projects
 9. The Governor's Office of Planning and Research will establish a technical, advisory group to help state agencies incorporate climate change impacts into planning and investment decisions.
 10. The state will continue its rigorous climate change research program focused on understanding the impacts of climate change and how best to prepare and adapt to such impacts.
- This Executive Order is not intended to create, and does not, create any rights or benefits, whether substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 29th day of April 2015.

EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

FREQUENTLY ASKED QUESTIONS ABOUT EXECUTIVE ORDER B-30-15

2030 Carbon Target and Adaptation

CALIFORNIA IS TAKING EARLY, DECISIVE ACTION TO REDUCE CARBON OUTPUT. THE STATE IS ALREADY EXPERIENCING UNPREDICTABLE SHIFTS IN WEATHER PATTERNS, PROLONGED FIRE SEASONS AND MEASURABLE SEA LEVEL RISE ASSOCIATED WITH CLIMATE CHANGE. BECAUSE OF THIS, MEASURES TO ADAPT TO THESE CHANGES MUST BE TAKEN. WITH THIS EXECUTIVE ORDER, WE ARE ACCELERATING CUTS TO CARBON OUTPUT THROUGH 2030 TO REDUCE CONTINUED TEMPERATURE RISE, AND SHIFTING INFRASTRUCTURE PRIORITIES TO PROTECT AGAINST CLIMATE-CHANGE RELATED IMPACTS IN THE FUTURE.

2030 Target

What is the purpose of a 2030 greenhouse gas reduction target?

Immediate and committed global action is necessary to slow the damaging impacts of climate change. Reducing greenhouse gas emissions by 40 percent below 1990 levels in 2030 ensures that California will continue its efforts to reduce carbon pollution and set the economy on a trajectory to help stabilize global temperatures. Setting a target sends a message around the world to states and regions that California is a potential partner and role model.

Reducing greenhouse gas emissions by 40 percent in 2030 is also important to help us achieve federal health-based air quality standards, and continue to drive investments in clean technology and clean energy in California, where growth in those sectors is outpacing the rest of the country.

But don't we already have a 2050 target? Why a 2030 target in addition?

Reducing greenhouse gas emissions by 40 percent below 1990 levels in 2030 and by 80 percent below 1990 levels by 2050 aligns with scientifically established levels needed in the U.S. to limit global warming below 2°C. The latest science shows that the path taken to achieve necessary science-based targets in 2050 is just as important as achieving the 2050 target itself and that we need a series of coordinated programs to capture cost-effective emission reductions opportunities wherever possible, not only in 2050, but at every point along the way. Setting clear targets beyond 2020 also provides market certainty to foster investment and growth in a wide array of industries throughout the State.

How will the 2030 target affect investment in clean technology, innovation and job development?

California has already made great progress in driving the development of clean technologies thanks to programs developed under AB 32 and other important Legislation; the 2030 target will ensure that success continues beyond 2020. Fighting climate change is a long-term commitment, and to continue -- and accelerate -- the full range of initiatives and solutions we need to send strong policy signals to companies, financiers, and entrepreneurs that continued investment and innovation to decarbonize California's economy, support clean technology and create new jobs will be rewarded over the long term.

Is California 'going it alone' in this effort?

Not at all. As part of their Intended Nationally Determined Contributions (INDCs) to the Conference of Parties meeting of the United Nations Framework Convention on Climate Change in Paris in December of 2015, countries are making pledges to reduce greenhouse gas emissions. The U.S.

has pledged to reduce its emissions by 26-28 percent below 2005 levels by 2025, and the Obama Administration has proposed rules to significantly cut greenhouse gas emissions from the power sector through 2030. The European Union and Norway have pledged to reduce emissions by 40 percent below 1990 levels by 2030, Switzerland has pledged a 50 percent reduction below 1990 levels by 2030, and Mexico has pledged to reduce emissions by 25 percent below 2013 levels by 2030, and potentially as much as 40 percent as part of a broad, global agreement. Additionally, the United Kingdom has legislation requiring a 50 percent reduction below 1990 levels by 2027, and Germany has committed to reduce emissions by 40 percent below 1990 levels by 2020, and by 55 percent below 1990 levels by 2030

In addition, California has linked its cap-and-trade program with the province of Quebec, and is discussing linkage with Ontario. Through the Pacific Coast Collaborative (CA, OR, WA, BC) and other initiatives, California is actively working to develop additional regional and coordinated approaches to greenhouse gas reductions.

How do the Governor's existing 2030 goals align with the overall 40 percent 2030 greenhouse gas reduction target?

In his Inaugural Address in January 2015, Governor Brown identified five key goals for reducing greenhouse gas emissions in California through 2030, and showing the world the way to stabilizing global warming below 2°C:

- Increase renewable electricity to 50 percent,
- Double energy efficiency savings achieved in existing buildings and make heating fuels cleaner,
- Reduce petroleum use in cars and trucks by up to 50 percent,
- Reduce emissions of short-lived climate pollutants, and
- Manage farms, rangelands, forests and wetlands to increasingly store carbon.

These goals are all well-aligned with an overall 40 percent greenhouse gas reduction target. As part of an integrated strategy to help manage the electricity grid efficiently, the energy efficiency and renewable energy goals can help reduce energy costs and greenhouse gas emissions in the electricity, residential and commercial sectors to levels that are in-line with an overall 40 percent target. Similarly, cutting petroleum use in half by 2030 aligns with the 40 percent target and is necessary to meet required federal health-based air quality standards. Emission reductions from all sources – including non-CO₂ gases and from natural and working lands – are necessary to stabilize climate change.

Can California achieve a 40 percent reduction?

Yes. We already have a 'running start' with successful policies in place that are delivering significant reductions as a result of cleaner and more fuel-efficient cars, zero emission vehicles, cleaner low-carbon fuels, more renewable energy and ongoing efforts to improve the energy efficiency of our homes and businesses.

We will need to continue those efforts, and accelerate them including a focus on zero- and near-zero technologies for moving freight, continued investment in renewables including solar roofs and distributed generation, greater use of low-carbon fuels including electricity and hydrogen, stronger efforts to reduce emissions of short-lived climate pollutants (methane, black carbon and fluorinated gases), and further efforts to create livable, walkable communities and expansion of mass transit and other alternatives to traveling by car. Continuing the cap-and-trade program and ensuring that natural lands become carbon sinks provide additional emissions reductions and flexibility in meeting the target.

Several analyses – including those by E3,¹ Lawrence Berkeley National Laboratory,² the National Renewable Energy Laboratory,³ UC Berkeley,⁴ and Energy Innovation,⁵ among others – demonstrate a range of feasible technologies and policy pathways to meet the target.

1 https://ethree.com/public_projects/energy_principals_study.php

2 <http://eetd.lbl.gov/publications/modeling-california-policy-impacts-on>

3 <http://www.lowcarbongrid2030.org/>

4 Publication forthcoming

5 <http://energyinnovation.org/wp-content/uploads/2015/03/>

What are the economic impacts of a 40 percent target?

The costs associated with any future scenario are uncertain, and depend on a wide array of assumptions related to oil and natural gas prices, as well as technology costs for conventional and clean technologies. In recent years, there has been tremendous innovation that has significantly reduced the cost of clean technologies, and today, tremendous opportunity exists to improve efficiency and cut costs – solar and wind power are cost-competitive in many places, leases for electric vehicles are among the least expensive new car options, and some fueling stations sell renewable diesel at a lower price than conventional diesel. Still, additional innovation, economies of scale, and state and federal policies are needed to accelerate market growth for critical technologies and further bring down costs so that they are competitive on a broad scale.

Analysis by E3 of a 2030 target included an accounting of technology and energy costs, assuming somewhat conservatively that the pace of clean technology innovation and cost reductions slows from recent years. One scenario results in greenhouse gas emission reductions of 38 percent below 1990 levels at an average cost of \$39 per household per month. This analysis does not include savings in health costs or other macroeconomic impacts associated with achieving these reductions, which would be necessary to estimate whether such a scenario would ultimately have a positive or negative impact on economic growth and job creation. Different analyses that consider the macroeconomic impacts of strong action to address climate change have shown potentially positive or negative impacts on economic growth, although all tend to be very small in the context of the entire California economy.

Will meeting this target affect the reliability of the electricity grid?

No. California has effectively integrated a rapidly increasing portion of renewable energy on its grid already, which has reached 40 percent of total generation during some hours, and can easily accommodate 50 percent or more renewables by 2030. Regardless of the fraction of generation coming from renewable resources, effective, integrated grid planning is needed to maintain reliability. The State's energy agencies constantly coordinate to ensure that efforts to increase renewable electricity and reduce greenhouse gas emissions align with those aimed at maintaining and improving grid reliability.

What are the next steps for the 2030 target?

The Executive Order directs state agencies to take measures consistent with their existing authority to reduce greenhouse gas emissions. In addition, the California Air Resources Board will initiate a public process in the summer of 2015 and work closely with other state agencies to update the State's climate change Scoping Plan.

The updated Scoping Plan will provide a framework for achieving the 2030 target and will be completed and adopted by the Air Resources Board in 2016. As part of that process, public workshops will be held over the next several months to discuss new and existing approaches for reducing emissions on a sector-by-sector basis.

Concurrent planning efforts related to energy efficiency in existing buildings (AB 758), short-lived climate pollutants, sustainable freight, Greenhouse Gas Reduction Fund Investments, forest health, and others will be coordinated with, and feed into, the updated Scoping Plan.

This executive action sets the stage for the important work being done on climate change by the Legislature.

Adaptation

Why is adaptation a key part of our climate change program?

California is already experiencing adverse impacts from climate change. These include drought and wildfires; sea level rise that is accelerating coastal erosion; higher levels of harmful air pollution; increased public health risks caused by longer periods of high heat; and loss of biodiversity.

These risks are real; however, we are not out of reach of adapting to and protecting against them. Adaptation efforts can also bring many benefits with long-term planning and investments. Stronger local infrastructure for water and power that does not rely on distant and potentially

fragile connections lowers costs and increases reliability. Measures to reduce air pollution benefit us all. Better defenses against wildfires saves lives and homes.

California is currently in the midst of the worst drought in recorded history. Although the link between global warming and the drought has not been definitely established, peer-reviewed studies suggest that the two are linked, and there is broad consensus that climate change will make severe droughts like this one more frequent in California and other states. This is a glimpse of a new “normal” – a dwindling snowpack with the potential for more warm rain. In the short term, farmers and cities will increasingly turn to reservoirs and groundwater, but adaptation planning and projects are needed for long-term stability. Lack of water has also led to more frequent and intense wildfires, including the Rim fire, which scorched the largest area on record in the Sierra Nevadas.

The majority of Californians live along the coast, exposing them to risk from sea-level rise, storms, and saltwater intrusion. Already, the sea level in California has risen approximately 7 inches (18 centimeters) from 1900 to 2005, reports the National Climate Assessment. The average temperature in California in 2014 was the highest ever recorded; average temperatures were 4 degrees higher than the average temperatures in the 20th century.

Adaptation measures include using scarce water more efficiently, adapting building codes to future climate conditions and extreme weather events, building flood defenses and raising the levels of levees, developing drought-tolerant crops, choosing tree species and forestry practices less vulnerable to storms and fires, and setting aside land corridors to help species migrate.

What guides California’s adaptation activities?

The Safeguarding California Plan, published in July 2014, is a comprehensive strategy to protect the state’s environment, economy, and people from ongoing and inevitable climate threats. It provides guidance in nine broad areas where California will suffer from climate impacts: agriculture, biodiversity and habitat, emergency management, energy, forestry, ocean and coastal ecosystems and resources, public health, and transportation.

By identifying climate risks and vulnerabilities as well as the sector-specific actions needed to address them, the Plan comprehensively sets the direction for California’s adaptation initiatives.

The Governor’s Order specifically directs planners to present detailed steps for responsible agencies to take in each of these nine areas. These documents can be used by local and state-level policymakers to guide investments in key areas to best protect and improve human health and safety.

What actions is the state currently taking on climate change adaptation?

State agencies implement the Safeguarding California Plan through a range of initiatives, which can be broadly categorized into tools and practitioner guides, sector-specific detailed action plans, and investments.

Tools and practitioner guides help local and regional governments, businesses, and the general public to understand and plan for climate impacts. Cal-Adapt is a web-based adaptation visualization and planning tool that incorporates state-of-the-art climate modeling that shows information about climate threats like extreme heat and permanent warming, sea-level rise, loss of snowpack, and wildfire risk at a local level.

The Adaptation Planning Guide consists of four sets of step-by-step instructions for local and regional planners to prepare for climate threats. Threat-specific guidance like the State of California Sea-Level Rise Document provides local decision-makers the information they need to best prepare for climate-related coastal hazards.

The California Water Action Plan and the State Hazard Mitigation Plan are currently being funded and implemented. Specific threats are being addressed through programs like Preparing California for Extreme Heat, the Bay Delta Conservation Plan and the Desert Renewable Energy Conservation Plan.

The State is investing in climate adaptation through grants and other expenditures, like the Greenhouse Gas Reduction Fund. These programs mitigate climate risks as well as greenhouse gas emissions through activities like urban forestry, wetlands restoration, and water efficiency. Infrastructure funded by the state is another way for California to create a built environment more

resilient to climate impacts as well, including grants from programs funded by Proposition 1, California's historic water bond.

How does this Executive Order further the State's adaptation efforts?

The Executive Order requires that the state's adaptation strategy, Safeguarding California, is updated every 3 years; identifies vulnerabilities to climate change by sector or regions; outlines primary risks to residents, property, communities and natural systems; and establishes a process for agency coordination.

The Order also establishes a process for tracking implementation of adaptation activities, and requires that state agencies incorporate climate change into their planning and investment decisions using a full life-cycle cost accounting to evaluate and compare infrastructure investments and alternatives. The Order also requires that the 5-Year Infrastructure Plan incorporates current and future climate change impacts in decisions to construct new infrastructure projects and rehabilitate existing ones. The Safeguarding Plan provides the policy base for local and state policymakers to invest in adaptation projects. Infrastructure investments will provide multiple benefits to taxpayers, including heading off drought impacts with water recycling and storage projects and lower insurance rates with improved flood infrastructure.

How will this Order help with the State's drought response efforts?

With California facing one of the most severe droughts on record, Governor Brown has taken action to prepare for the impacts of extreme weather. Near-term actions include mandatory water rationing orders for cities and significant curtailments of water deliveries to farms.

Long-term actions to help prepare California for future droughts present substantial opportunities to improve regional self-reliance for water supplies and enhance and improve flood control projects. Emergency legislation accelerated grant funding for water recycling, storm water capture and managements, groundwater clean-up, and levee and flood control system improvements.

Regional self-reliance projects protect our communities from the impacts of drought and shifting and unpredictable weather patterns caused by climate change. Detailed implementation plans for each sector of the Safeguarding Plan as required by this Executive Order will ensure overall policy direction and provide the steps needed to complete these important projects.

The current drought serves as a tangible reminder that our entire state is vulnerable to shifting weather patterns. These projects will help people and the economy adapt to unpredictable impacts.

In addition, moving water around the state requires vast amounts of energy. Continued efforts at water conservation at all levels will reduce the greenhouse gases associated with pumping, moving, heating and using water. Thriving forests that serve as carbon sinks will also help to protect and enhance many of the State's most critical watersheds.

How does the Order relate to adaptation actions carried out at the local and regional level?

The Executive Order makes climate adaptation a top priority in infrastructure planning and identifies sector specific vulnerabilities throughout California. It also establishes accountability for assessing and tracking implementation of adaptation efforts. Local government and regional collaboratives, such as the Alliance of Regional Collaboratives for Climate Adaptation (ARCCA), utilize and benefit from state developed tools, research, guidelines, and planning documents as they assemble local and regional climate adaptation plans and projects.

EXHIBIT "F"

Senate Bill No. 992

CHAPTER 434

An act to amend Section 4735 of, and to add Section 4736 to, the Civil Code, relating to common interest developments, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 18, 2014. Filed with
Secretary of State September 18, 2014.]

LEGISLATIVE COUNSEL'S DIGEST

SB 992, Nielsen. Common interest developments: property use and maintenance.

The Davis-Stirling Common Interest Development Act governs the management and operation of common interest developments. Existing law provides that, unless otherwise provided in the common interest development declaration, the association is responsible for repairing, replacing, or maintaining the common area, other than exclusive use common area, and the owner of each separate interest is responsible for maintaining that separate interest and any exclusive use common area appurtenant to that interest. Existing law makes void and unenforceable any provision of the governing documents of a common interest development or association that prohibits use of low water-using plants, or prohibits or restricts compliance with water-efficient landscape ordinances or regulations on the use of water, as specified.

Existing law prohibits an association from imposing a fine or assessment on separate interest owners for reducing or eliminating watering of vegetation or lawns during any period for which the Governor has declared a state of emergency or the local government has declared a local emergency due to drought.

This bill would exempt from these prohibitions against imposing a fine or assessment an association that uses recycled water for landscape irrigation.

This bill would also provide that a provision of the governing documents is void and unenforceable if it requires pressure washing, as defined, the exterior of a separate interest and any exclusive use common area appurtenant to the separate interest during a state or local government declared drought emergency.

This bill would incorporate additional changes in Section 4735 of the Civil Code proposed in AB 2104, that would become operative only if AB 2104 and this bill are both chaptered and become effective on or before January 1, 2015, and this bill is chaptered last.

This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 4735 of the Civil Code is amended to read:

4735. (a) Notwithstanding any other law, a provision of the governing documents shall be void and unenforceable if it does any of the following:

(1) Prohibits, or includes conditions that have the effect of prohibiting, the use of low water-using plants as a group.

(2) Has the effect of prohibiting or restricting compliance with either of the following:

(A) A water-efficient landscape ordinance adopted or in effect pursuant to subdivision (c) of Section 65595 of the Government Code.

(B) Any regulation or restriction on the use of water adopted pursuant to Section 353 or 375 of the Water Code.

(b) This section shall not prohibit an association from applying landscaping rules established in the governing documents, to the extent the rules fully conform with subdivision (a).

(c) Notwithstanding any other provision of this part, an association, except an association that uses recycled water, as defined in Section 13050 of the Water Code, for landscaping irrigation, shall not impose a fine or assessment against an owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during any period for which either of the following have occurred:

(1) The Governor has declared a state of emergency due to drought pursuant to subdivision (b) of Section 8558 of the Government Code.

(2) A local government has declared a local emergency due to drought pursuant to subdivision (c) of Section 8558 of the Government Code.

SEC. 1.5. Section 4735 of the Civil Code is amended to read:

4735. (a) Notwithstanding any other law, a provision of the governing documents or architectural or landscaping guidelines or policies shall be void and unenforceable if it does any of the following:

(1) Prohibits, or includes conditions that have the effect of prohibiting, the use of low water-using plants as a group or as a replacement of existing turf.

(2) Has the effect of prohibiting or restricting compliance with either of the following:

(A) A water-efficient landscape ordinance adopted or in effect pursuant to subdivision (c) of Section 65595 of the Government Code.

(B) Any regulation or restriction on the use of water adopted pursuant to Section 353 or 375 of the Water Code.

(b) This section shall not prohibit an association from applying landscaping rules established in the governing documents, to the extent the rules fully conform with subdivision (a).

(c) Notwithstanding any other provision of this part, an association, except an association that uses recycled water, as defined in Section 13050 of the Water Code, for landscaping irrigation, shall not impose a fine or assessment against an owner of a separate interest for reducing or eliminating

the watering of vegetation or lawns during any period for which either of the following have occurred:

(1) The Governor has declared a state of emergency due to drought pursuant to subdivision (b) of Section 8558 of the Government Code.

(2) A local government has declared a local emergency due to drought pursuant to subdivision (c) of Section 8558 of the Government Code.

SEC. 2. Section 4736 is added to the Civil Code, to read:

4736. (a) A provision of the governing documents shall be void and unenforceable if it requires pressure washing the exterior of a separate interest and any exclusive use common area appurtenant to the separate interest during a state or local government declared drought emergency.

(b) For purposes of this section, "pressure washing" means the use of a high-pressure sprayer or hose and potable water to remove loose paint, mold, grime, dust, mud, and dirt from surfaces and objects, including buildings, vehicles, and concrete surfaces.

SEC. 3. Section 1.5 of this bill incorporates amendments to Section 4735 of the Civil Code proposed by both this bill and Assembly Bill 2104. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2015, but this bill becomes operative first, (2) each bill amends Section 4735 of the Civil Code, and (3) this bill is enacted after Assembly Bill 2104, in which case Section 4735 of the Civil Code, as amended by Section 1 of this bill, shall remain operative only until the operative date of Assembly Bill 2104, at which time Section 1.5 of this bill shall become operative.

SEC. 4. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

The Governor has proclaimed a state of emergency to exist in California due to current drought conditions. In order to respond to these current drought conditions as quickly as possible, it is necessary for this act to take effect immediately.

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EXHIBIT "G"

AMENDED IN ASSEMBLY APRIL 22, 2015

AMENDED IN ASSEMBLY MARCH 26, 2015

CALIFORNIA LEGISLATURE—2015–16 REGULAR SESSION

ASSEMBLY BILL

No. 1201

Introduced by Assembly Member Salas

February 27, 2015

~~An act to add Section 85308.5 to the Water Code, relating to the Sacramento-San Joaquin Delta. An act to add Chapter 8.5 (commencing with Section 6940) to Part 1 of Division 6 of the Fish and Game Code, relating to fish and wildlife.~~

LEGISLATIVE COUNSEL'S DIGEST

AB 1201, as amended, Salas. ~~Delta Stewardship Council. Fish and wildlife: Sacramento-San Joaquin Delta: predation by nonnative species.~~

The California Endangered Species Act prohibits the taking of an endangered, threatened, or candidate species, except as specified. Under the act, the Department of Fish and Wildlife may authorize the take of listed species if the take is incidental to an otherwise lawful activity and the impacts are minimized and fully mitigated.

This bill would require the department, by June 30, 2016, to develop and initiate a science-based approach that addresses predation by nonnative species upon species of fish listed pursuant to the act that reside all or a portion of their lives in the Sacramento-San Joaquin Delta.

~~The Sacramento-San Joaquin Delta Reform Act of 2009 establishes the Delta Stewardship Council as an independent agency of the state, and requires the council to develop, adopt, and commence implementation of a comprehensive management plan for the~~

~~Sacramento-San Joaquin Delta (Delta Plan), meeting specified requirements. The act also establishes the Delta Independent Science Board to provide oversight of the scientific research, monitoring, and assessment programs that support adaptive management of the Delta through periodic reviews.~~

~~This bill would require the council, in the course of implementing the Delta Plan, to direct the board to conduct an assessment of stressors, in addition to the operations of the State Water Resources Development System and the federal Central Valley Project, on populations of native fish species in the Delta, the Sacramento and San Joaquin rivers, and the tributaries to those rivers below the rim dams of the central valley, containing specified information, and to recommend changes in statute and actions that may be taken by state agencies to remedy the situation at the earliest possible time.~~

~~Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.~~

The people of the State of California do enact as follows:

- 1 SECTION 1. *The Legislature finds and declares all of the*
- 2 *following:*
- 3 (a) *Promoting the long-term ecological health of the*
- 4 *Sacramento-San Joaquin Delta and its native species is critical*
- 5 *to ensuring a reliable and sustainable water supply for all*
- 6 *Californians.*
- 7 (b) *Salmon are an iconic native California fish that are*
- 8 *important to California's economic, recreational, and*
- 9 *environmental welfare. California's \$1.5 billion commercial and*
- 10 *recreational salmon fishing industries employ tens of thousands*
- 11 *of people, provide endless recreational opportunities, and remain*
- 12 *an important part of the cultural heritage of California's Native*
- 13 *American tribes. Winter-run Chinook salmon were listed as*
- 14 *endangered under the federal Endangered Species Act in 1994.*
- 15 (c) *Despite efforts to protect the species, the latest spring Kodiak*
- 16 *trawl survey by the Department of Fish and Wildlife recorded the*
- 17 *lowest number ever for the species.*
- 18 (d) *Ongoing drought conditions have significant impacts on*
- 19 *California's environment, fish and wildlife, residents, farms, and*
- 20 *businesses, and have worsened conditions for endangered Chinook*
- 21 *salmon and delta smelt and further threatened of their extinction.*

1 (e) State and federal regulators must take concerted efforts to
2 protect the environment, fish and wildlife, the economy, and
3 residents of this state from the ongoing implications of drought
4 and future water scarcity.

5 (f) Predation by nonnative species can cause mortality among
6 endangered Chinook salmon and delta smelt and, as these
7 populations continue to decline, ongoing predation may further
8 negatively impact their potential recovery and hasten their
9 extinction.

10 (h) It is the policy of the State of California to protect native
11 species, particularly those at risk of extinction. Consistent with
12 that policy, it is important to evaluate whether populations of
13 nonnative species that pose a risk to such native species can be
14 managed in a way that enhances the potential for native species'
15 survival.

16 SEC. 2. Chapter 8.5 (commencing with Section 6940) is added
17 to Part 1 of Division 6 of the Fish and Game Code, to read:

18
19 CHAPTER 8.5. PREDATION BY NONNATIVE SPECIES

20
21 6940. The department shall, by June 30, 2106, develop and
22 initiate a science-based approach that helps address predation by
23 nonnative species upon species listed pursuant to Chapter 1.5
24 (commencing with Section 2050) of Division 3 that reside all or a
25 portion of their lives in the Sacramento-San Joaquin Delta, as
26 defined in Section 12220 of the Water Code.

27 SECTION 1. ~~In order to protect and preserve the existing~~
28 ~~populations of native fish species that live and migrate through~~
29 ~~the San Francisco Bay and the Sacramento-San Joaquin River~~
30 ~~Delta, it is the intent of the Legislature that the Delta Stewardship~~
31 ~~Council consider, in addition to measures addressing the impact~~
32 ~~of the State Water Resources Development System (State Water~~
33 ~~Project) and federal Central Valley Project operations, the~~
34 ~~identification of effective and scientifically justified measures to~~
35 ~~reduce or eliminate the impact of other significant stressors on~~
36 ~~California's native fish populations.~~

37 SEC. 2. ~~Section 85308.5 is added to the Water Code, to read:~~

38 ~~85308.5. The council, in the course of implementing the Delta~~
39 ~~Plan, shall direct the Delta Independent Science Board to conduct~~
40 ~~an assessment of stressors, in addition to the operation of the State~~


1 ~~Water Resources Development System and the federal Central~~
2 ~~Valley Project, on populations of native fish species in the Delta,~~
3 ~~the Sacramento and San Joaquin rivers, and the tributaries to those~~
4 ~~rivers below the rim dams of the central valley, and shall~~
5 ~~recommend changes in statute and actions that may be taken by~~
6 ~~state agencies to remedy the situation at the earliest possible time.~~
7 ~~The assessment shall include, at a minimum, a description of those~~
8 ~~stressors identified in the Delta Vision Strategic Plan, including~~
9 ~~the impacts of invasive species and nonnative species, water quality~~
10 ~~impairments, and predation on native species.~~

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May 26, 2015

Prepared by: T. Bertsch / C. Smithson

Submitted by: Cheryl Clary

Approved by: Paul Cook 

CONSENT CALENDAR

IRVINE RANCH WATER DISTRICT STRATEGIC MEASURES

SUMMARY:

Provided as Exhibit "A" are the IRWD Strategic Measures and informational items for the Board's review. These measures are intended to reflect the critical performance measures that gauge the District's key business objectives.

BACKGROUND:

The proposed strategic measures document summarizes a number of operating performance, financial, customer and other key measures important to the ongoing operation of the District. These measures were selected and designed to provide a "snapshot" view of the measures that would be of interest to the Board.

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

RECOMMENDATION:

THAT THE BOARD RECEIVE AND FILE THE REPORT.

LIST OF EXHIBITS:

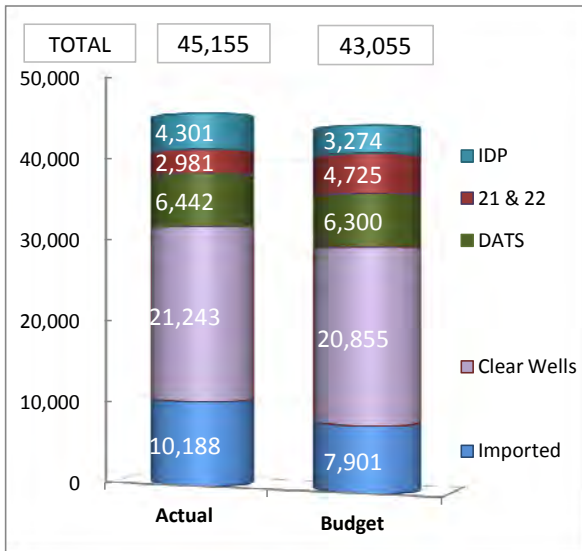
Exhibit "A" – March 2015 Strategic Measures

IRVINE RANCH WATER DISTRICT

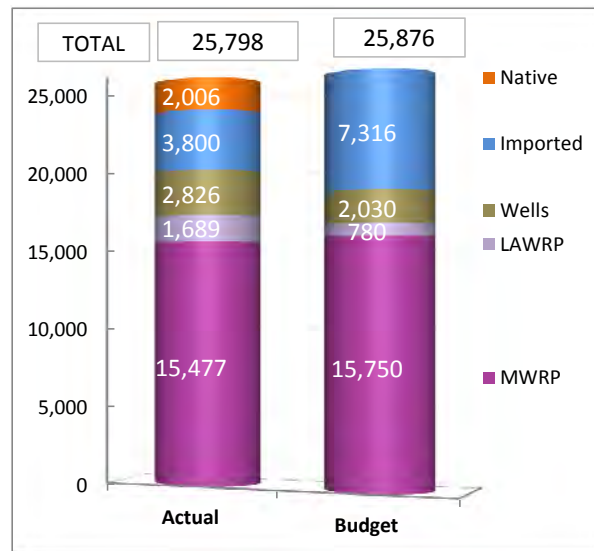
Operational Performance Measures

Data as of March 31, 2015

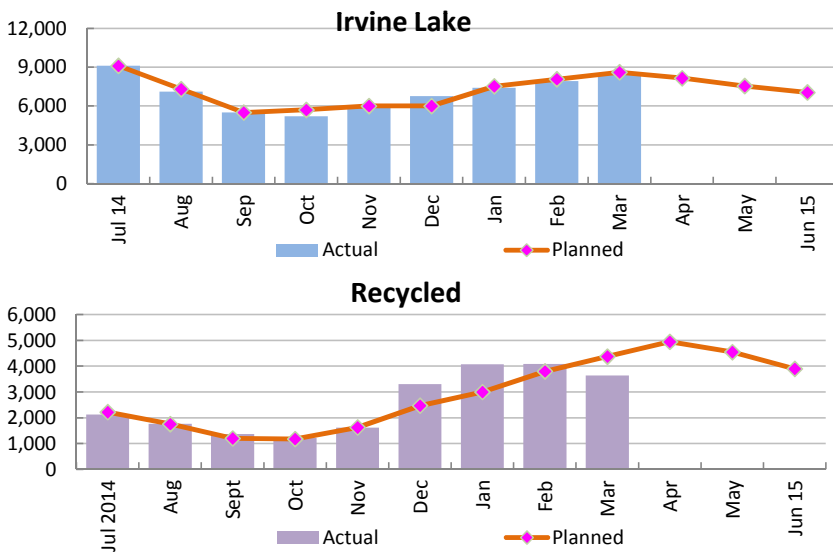
Potable Water Production FYTD
(AF)



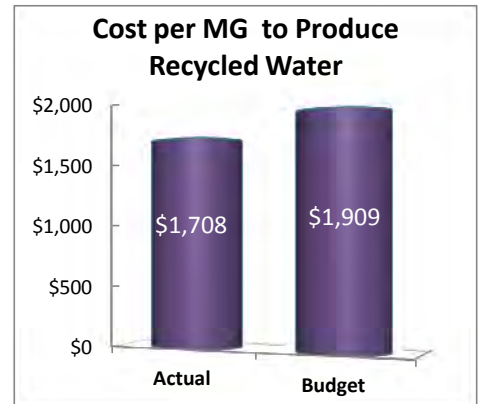
Non-Potable Water Production FYTD
(AF)



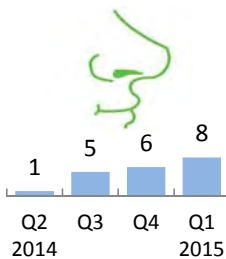
Non-Potable Reservoir Storage
(AF)



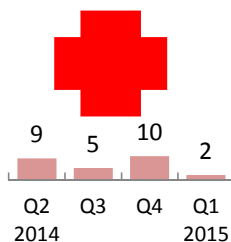
Cost Per MG At MWRP FYTD



Odor Complaints



OSHA Recordables Incidents



Regulatory Compliance Incidents

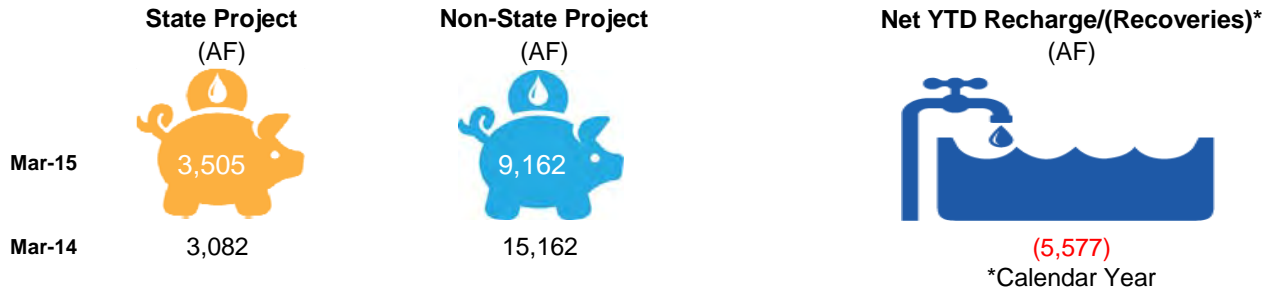
Category	Q2 2014	Q3 2014	Q4 2014	Q1 2015
AQMD	0	0	0	0
Plants	0	0	0	0
Sewer Spills	0	0	0	1

IRVINE RANCH WATER DISTRICT

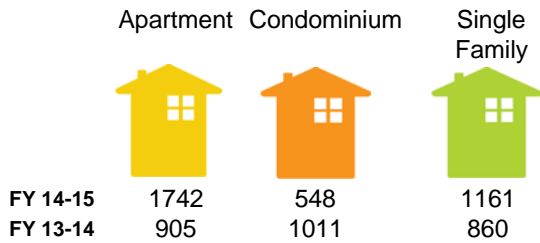
Other Statistical Information

Data as of March 31, 2015

Banked Water



Certificates of Occupancies FYTD



Gallons Per Capita Per Day (FYTD Average)

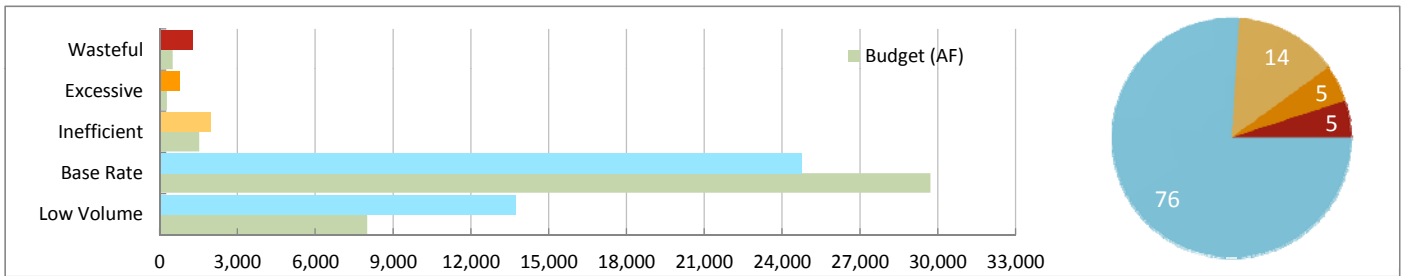


Acre-Feet Per Acre FYTD Irrigation



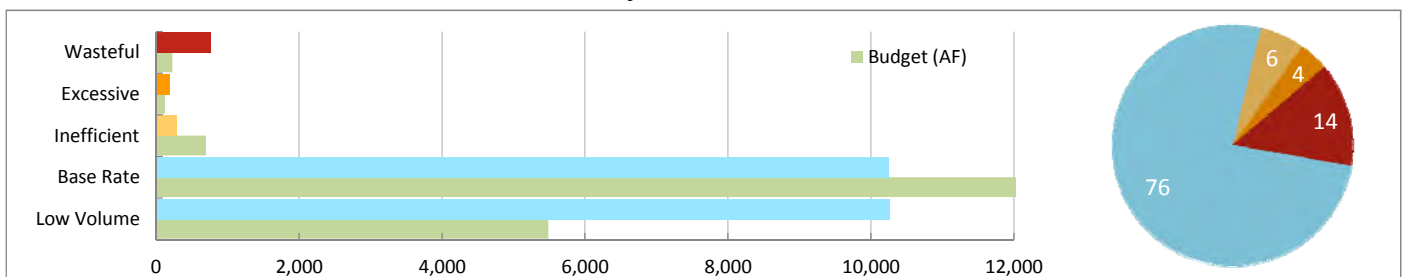
Potable Sales by Tier FYTD

% of Customers by Tier

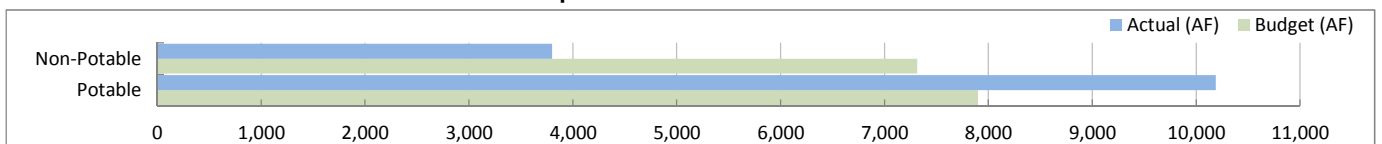


Non-Potable Sales by Tier FYTD

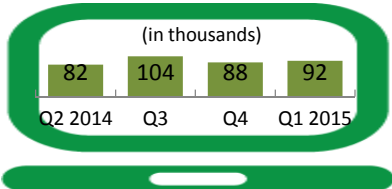
% of Customers by Tier



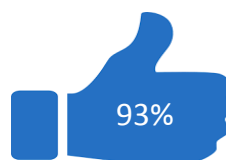
Imported Water FYTD



Website Hits



Customer Satisfaction Index**



** 12 month rolling average

May 26, 2015

Prepared by: Jennifer Davis/Tanja Fournier

Submitted by: Robert Jacobson/Cheryl Clary

Approved by: Paul Cook

CONSENT CALENDAR

APRIL 2015 TREASURY REPORTS

SUMMARY:

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

- A. The Investment Summary Report for April 2015. This Investment Summary Report is in conformity with the 2015 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 April 30, 2015, as outlined in Exhibit "B".
- C. The Summary of Payroll ACH payments in the total amount of \$1,484,635, as outlined in Exhibit "C".
- D. The April 30, 2015 Disbursement Summary of warrants 357376 through 358199, wire transfers, Workers' Compensation distributions, payroll withholding distributions, and voided checks in the total amount of \$29,372,726 as outlined in Exhibit "D".
- E. The Disclosure Report of Reimbursements to Board Members and Staff for April 2015, detailing payments or reimbursements for individual charges of \$100.00 or more per transaction, as outlined in Exhibit "E".

FISCAL IMPACTS:

As of April 30, 2015, the book value of the investment portfolio was \$270,760,107, with a 0.55% rate of return and a market value of \$270,826,743. Based on the District's April 30, 2015 quarterly real estate investment rate of return of 13.20%, the District's weighted average return for the fixed income and real estate investments was 3.26%.

As of April 30, 2015, the total notional amount of the interest rate swap portfolio was \$130 million of fixed payer swaps. Cash accrual in April from all swaps was negative \$609,649.

Payroll ACH payments totaled \$1,484,635, and wire transfers, all other ACH payments, and checks issued for debt service, accounts payable, payroll, and water purchases for April totaled \$29,372,726.

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 APRIL 2015, AND DISCLOSURE REPORT OF REIMBURSEMENTS TO BOARD MEMBERS AND STAFF; APPROVE THE APRIL 2015 SUMMARY OF PAYROLL ACH PAYMENTS IN THE TOTAL AMOUNT OF \$1,484,635 AND APPROVE THE APRIL 2015 ACCOUNTS PAYABLE DISBURSEMENT SUMMARY OF WARRANTS 357376 THROUGH 358199, WORKERS' COMPENSATION DISTRIBUTIONS, WIRE TRANSFERS, PAYROLL WITHHOLDING DISTRIBUTIONS AND VOIDED CHECKS IN THE TOTAL AMOUNT OF \$29,372,726.

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

04/30/15

SETTLEMENT DATE	CUSIP	ISSUE DATE	MATURITY DATE	RATING	ISSUANCE TYPE	ISSUING ENTITY	PAR VALUE	CURRENT YIELD	YIELD TO MATURITY	PRINCIPAL	CARRY VALUE	MARKET VALUE	UNREALIZED GAIN/LOSS
04/27/15		05/01/15			LAIF	State of California Tsy.	\$46,000,000		0.278%	\$46,000,000.00	\$46,000,000.00	46,017,651.49	17,651.49
08/13/14	N/A	N/A	05/20/15	NR	FNMA - Discount Note	Fed Natl Mortgage Discount Note	10,000,000	0.130%	0.132%	9,989,888.89	9,999,313.89	9,999,800.00	486.11
11/19/14	N/A	N/A	05/20/15	NR	FHLB - Discount Note	Fed Home Loan Bank Discount Note	5,000,000	0.101%	0.102%	4,997,446.95	4,999,733.47	4,999,900.00	166.53
08/13/14	N/A	N/A	06/09/15	NR	FHLMC - Discount Note	Fed Home Loan Mortgage Corp Discount Note	10,000,000	0.150%	0.152%	9,987,500.00	9,998,375.00	9,999,500.00	1,125.00
08/13/14	N/A	N/A	07/29/15	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	15,000,000	0.125%	0.182%	14,991,750.00	14,997,902.14	15,000,450.00	2,547.86
03/04/14	N/A	N/A	08/28/15	Aaa/AA+/NR	FHLMC - Note	Fed Home Loan Mortgage Corp	2,000,000	0.500%	0.225%	2,008,140.00	2,001,787.20	2,002,440.00	652.80
03/04/14	N/A	N/A	08/28/15	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	8,000,000	0.375%	0.225%	8,017,720.00	8,003,890.55	8,007,280.00	3,389.45
05/28/14	N/A	N/A	09/10/15	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	1.750%	0.165%	5,101,550.00	5,028,520.43	5,029,500.00	979.57
04/23/15	N/A	N/A	09/24/15	NR	FHLMC - Discount Note	Fed Home Loan Mortgage Corp Discount Note	10,000,000	0.081%	0.082%	9,996,556.00	9,996,734.91	9,996,800.00	65.09
11/19/14	N/A	N/A	11/18/15	Aaa/NA/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.125%	0.193%	4,996,635.00	4,998,141.85	4,998,850.00	708.15
10/09/14	N/A	N/A	12/01/15	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.270%	0.233%	5,002,100.00	5,001,075.12	4,998,900.00	(2,175.12)
10/29/14	N/A	N/A	12/18/15	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.300%	0.200%	5,005,670.00	5,003,156.07	5,002,550.00	(606.07)
05/27/14	N/A	N/A	12/21/15	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.375%	0.241%	5,010,450.00	5,004,267.54	5,005,500.00	1,232.46
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	4,999,311.64	5,001,200.00	1,888.36
04/28/15	N/A	N/A	02/29/16	NR	FNMA - Discount Note	Fed Natl Mortgage Discount Note	10,000,000	0.190%	0.193%	9,983,797.22	9,983,955.55	9,981,800.00	(2,155.55)
03/14/13	Continuous	09/07/13	03/07/16	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	740,741	0.470%	0.490%	734,740.74	739,027.24	740,755.51	1,728.27
03/14/14	Continuous	06/10/14	03/10/16	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.350%	0.413%	4,993,750.00	4,997,300.55	4,999,750.00	2,449.45
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%	4,994,500.00	4,998,258.67	4,996,650.00	(1,608.67)
04/29/14	Continuous after	07/25/14	04/25/16	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.390%	0.448%	4,994,250.00	4,996,883.31	4,997,900.00	1,016.69
05/12/14	Continuous after	05/12/15	05/12/16	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.480%	0.480%	5,000,000.00	5,000,000.00	5,000,500.00	500.00
11/20/14	N/A	N/A	06/27/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.375%	0.424%	4,996,091.65	4,997,173.96	4,998,650.00	1,476.04
05/08/14	N/A	N/A	07/05/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.375%	0.484%	4,988,300.00	4,993,608.75	4,995,650.00	2,041.25
04/29/14	Continuous after	07/29/14	07/29/16	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.550%	0.550%	5,000,000.00	5,000,000.00	5,000,200.00	200.00
02/11/14	Continuous after	08/11/14	08/11/16	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.570%	0.590%	4,997,500.00	4,998,717.11	4,997,000.00	(1,717.11)
12/31/13	Quarterly	06/14/13	09/14/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.650%	0.759%	4,985,500.00	4,992,632.59	4,991,100.00	(1,532.59)
11/28/14	Quarterly	05/15/15	11/15/16	Aaa/AA+/NR	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.600%	0.600%	5,000,000.00	5,000,000.00	4,996,000.00	(4,000.00)
12/09/13	Quarterly	12/09/14	12/09/16	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.700%	0.780%	4,996,000.00	4,997,854.01	4,998,000.00	145.99
12/19/13	Quarterly	06/19/14	12/19/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.750%	0.750%	5,000,000.00	5,000,000.00	5,003,500.00	3,500.00
12/20/13	Quarterly	06/19/14	12/19/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.750%	0.755%	4,999,250.00	4,999,590.41	5,003,500.00	3,909.59
03/13/14	Quarterly	06/13/14	03/13/17	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.875%	0.946%	4,989,500.00	4,993,466.24	5,004,050.00	10,583.76
04/25/14	Continuous after	04/24/15	04/24/17	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.900%	0.976%	4,988,750.00	4,992,500.00	5,000,450.00	7,950.00
10/28/14	Quarterly	01/28/15	04/28/17	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	10,000,000	0.820%	0.820%	10,000,000.00	10,000,000.00	9,994,600.00	(5,400.00)
03/30/15	Quarterly	06/30/15	06/30/17	Aaa/AA+/NR	FHLMC - Note	Fed Home Loan Mortgage Corp	7,500,000	0.875%	0.875%	7,500,000.00	7,500,000.00	7,508,625.00	8,625.00
08/28/14	Quarterly	11/25/14	08/25/17	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	1.125%	1.139%	4,998,000.00	4,998,450.14	5,003,050.00	4,999.86
10/24/14	Continuous after	09/18/13	09/18/17	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.980%	1.033%	4,992,500.00	4,993,837.26	4,990,100.00	(3,737.26)
10/30/14	Quarterly	01/30/15	10/30/17	NA/AA+/NR	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	1.100%	1.100%	5,000,000.00	5,000,000.00	5,009,950.00	9,950.00
03/10/15	N/A	N/A	04/30/36	NR	Direct Muni	ETWD	4,232,888	4.570%	4.570%	4,232,888.47	4,232,888.47	4,232,888.47	
SUB-TOTAL							\$258,473,629			\$258,468,474.92	\$258,438,354.08	\$258,504,990.47	\$66,636.39
RESTRICTED CASH (Swap Collateral Deposits) ⁽⁵⁾													
04/01/15					Collateral Deposit	Citi-Group	\$9,251,753	0.080%		\$9,251,752.86	\$9,251,752.86	9,251,752.86	
04/17/15					Collateral Deposit	Merrill Lynch	\$3,070,000	0.080%		\$3,070,000.00	\$3,070,000.00	3,070,000.00	
SUB-TOTAL							\$12,321,753			\$12,321,752.86	\$12,321,752.86	\$12,321,752.86	
TOTAL INVESTMENTS							\$270,795,382			\$270,790,227.78	\$270,760,106.94	\$270,826,743.33	
					Petty Cash					3,400.00			
	April				Ck Balance	Bank of America				(1,095,566.82)			
										\$269,698,060.96			
<p>⁽¹⁾ LAIF market value is as of the most recent quarter-end as reported by LAIF. ⁽²⁾ Security market values are determined using Bank of New York ("Trading Prices"), Bloomberg and/or broker dealer pricing. ⁽³⁾ Gain (loss) calculated against carry value using the trading value provided by Bank of New York or Brokers ⁽⁴⁾ Real estate rate of return is based on most recent quarter end return ⁽⁵⁾ Calculation excludes Direct Muni - ETWD ⁽⁶⁾ Swap Collateral Deposits assumes 6 month maturity, dependent on interest rate changes</p>							<p>Outstanding Variable Rate Debt \$328,800,000 Net Outstanding Variable Rate Debt (Less \$130 million fixed-payer swaps) \$198,800,000 Investment Balance: \$269,698,061 Investment to Variable Rate Debt Ratio: 136% Portfolio - Average Number of Days To Maturity⁽⁴⁾ 302</p>						
							Investment Portfolio	Real Estate ⁽³⁾ Portfolio	Weighted Avg. Return				
							April	0.55%	13.20%	3.26%			
							March	0.54%	13.20%	3.20%			
							Change	0.01%					

IRVINE RANCH WATER DISTRICT
SUMMARY OF MATURITIES

04/30/15

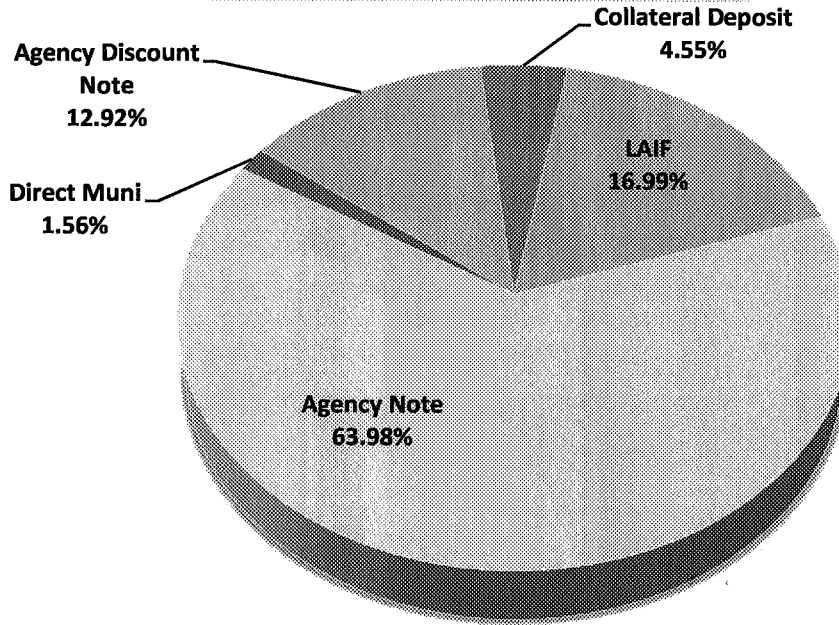
DATE	TOTAL	%	LAIF	Agency Notes	Agency Discount Notes	Collateral Deposit	Direct Muni
04/15	\$46,000,000	16.99%	\$46,000,000				
05/15	15,000,000	5.54%			15,000,000		
06/15	10,000,000	3.69%			10,000,000		
07/15	15,000,000	5.54%		15,000,000			
08/15	10,000,000	3.69%		10,000,000			
09/15	15,000,000	5.54%		15,000,000			
10/15	12,321,753	4.55%				\$12,321,753	
11/15	5,000,000	1.85%		5,000,000			
12/15	15,000,000	5.54%		15,000,000			
01/16	5,000,000	1.85%		5,000,000			
02/16	10,000,000	3.69%			10,000,000		
03/16	5,740,741	2.12%		5,740,741			
SUB-TOTAL	\$164,062,494	60.59%	\$46,000,000	\$70,740,741	\$35,000,000	\$12,321,753	
13 Months - 3 YEARS							
04/1/16 - 06/30/2016	20,000,000	7.39%		20,000,000			
07/01/16 - 9/30/2016	20,000,000	7.39%		20,000,000			
10/01/16 - 12/31/2016	20,000,000	7.39%		20,000,000			
1/1/2017 - 3/31/2017	5,000,000	1.85%		5,000,000			
04/01/17-06/30/17	22,500,000	8.31%		22,500,000			
07/01/17 - 9/30/2017	10,000,000	3.69%		10,000,000			
10/30/17 - 12/31/2017	5,000,000	1.85%		5,000,000			
04/30/2036	4,232,888	1.56%					4,232,888
TOTALS	\$270,795,382	100.00%	\$46,000,000	\$173,240,741	\$35,000,000	\$12,321,753	\$4,232,888

% OF PORTFOLIO			16.99%	63.98%	12.92%	4.55%	1.56%
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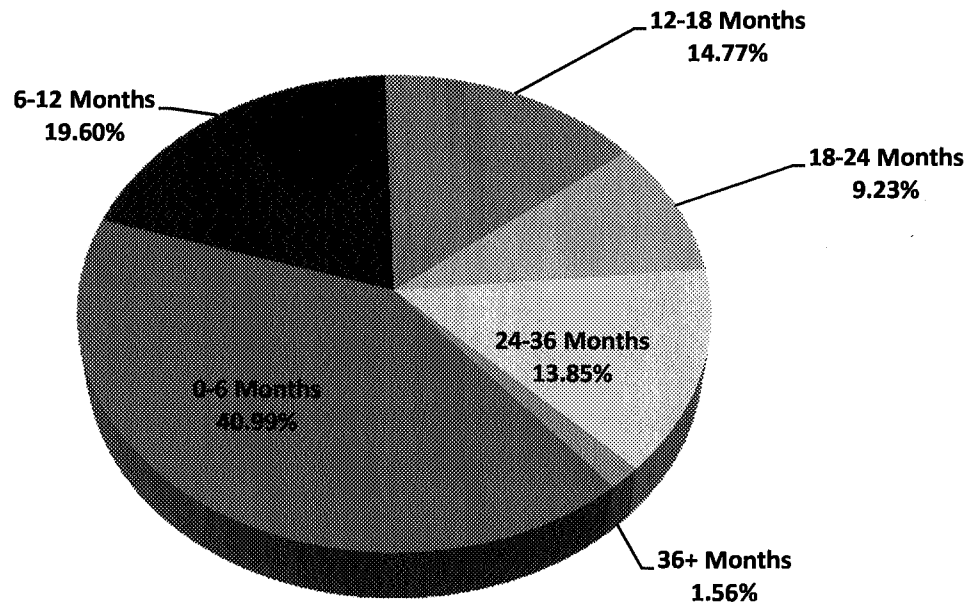
April 2015 INVESTMENT PORTFOLIO

April 30, 2015

Portfolio by Investment Type



Portfolio by Maturities



Irvine Ranch Water District
 Summary of Real Estate
 3/31/2015

	<u>ACQUISITION DATE</u>	<u>PROPERTY TYPE</u>	<u>OWNERSHIP INTEREST</u>	<u>ORIGINAL COST</u>	<u>RATE OF RETURN QUARTER ENDED Mar-15</u>
Sycamore Canyon	Dec-92	Apartments	Fee Simple	\$ 43,550,810	17.24%
Wood Canyon Villas	Jun-91	Apartments	Limited Partner	\$ 6,000,000	8.58%
ITC (230 Commerce)	Jul-03	Office Building	Fee Simple	\$ 5,739,845	8.21%
Waterworks Business Pk.	Nov-08	Research & Dev.	Fee Simple	\$ 8,630,577	5.02%
Sand Canyon Professional Center	Jul-12	Medical Office	Fee Simple	\$ 8,648,594	7.56%
				<u>\$ 72,569,826</u>	<u>13.20%</u>

IRVINE RANCH WATER DISTRICT INVESTMENT SUMMARY REPORT
INVESTMENT ACTIVITY
April 2015

MATURITIES/SALES/CALLS

PURCHASES

DATE	SECURITY TYPE	PAR	YIELD	Settlement Date	Maturity Date	SECURITY TYPE	PAR	YIELD TO MATURITY
4/15/2015	FHLB	\$5,000,000	0.55%	4/23/2015	9/24/2015	FHLMC - Discount Note	\$10,000,000	0.08%
4/16/2015	FFCB	\$5,000,000	0.68%	4/28/2015	2/26/2016	FNMA - Discount Note	\$10,000,000	0.19%
4/27/2015	FHLB	\$5,000,000	0.76%					
4/28/2015	FHLMC - Discount Note	\$5,000,000	0.12%					

**IRVINE RANCH WATER DISTRICT
INTEREST RATE SWAP MONTHLY SUMMARY REPORT - DETAIL
April 30, 2015**

Exhibit "B"

Current Fiscal Year Active Swaps								Cash Flow				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	4.1	ML	\$ 20,000,000	FXP	LIBOR	6.200%	\$ (114,048)	\$ (96,905)	\$ (1,005,899)	\$ (8,454,449)	\$ 16,060,352	\$ (3,939,648)
6/4/2006	6/4/2019	4.1	CG	20,000,000	FXP	LIBOR	6.200%	(114,048)	(96,905)	(1,005,899)	(8,454,449)	16,057,215	(3,942,785)
6/17/2006	6/17/2019	4.1	CG	30,000,000	FXP	LIBOR	6.140%	(169,310)	(149,925)	(1,500,027)	(12,540,198)	24,116,696	(5,883,304)
3/10/2007	3/10/2029	13.9	ML	30,000,000	FXP	LIBOR	5.687%	(156,494)	(132,957)	(1,380,798)	(11,234,746)	17,304,595	(12,695,405)
3/10/2007	3/10/2029	13.9	CG	30,000,000	FXP	LIBOR	5.687%	(156,494)	(132,957)	(1,380,798)	(11,234,746)	17,258,488	(12,741,512)
Totals/Weighted Avgs				8.6	\$ 130,000,000		5.949%	\$ (710,394)	\$ (609,649)	\$ (6,273,421)	\$ (51,918,589)	\$ 90,797,346	\$ (39,202,654)
Total Current Year Active Swaps					\$ 130,000,000			\$ (710,394)	\$ (609,649)	\$ (6,273,421)	\$ (51,918,589)	\$ 90,797,346	\$ (39,202,654)

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								
\$ (710,394)	\$ (609,649)	\$ (6,273,421)	\$ (51,918,589)	\$ 90,797,346	\$ (39,202,654)								

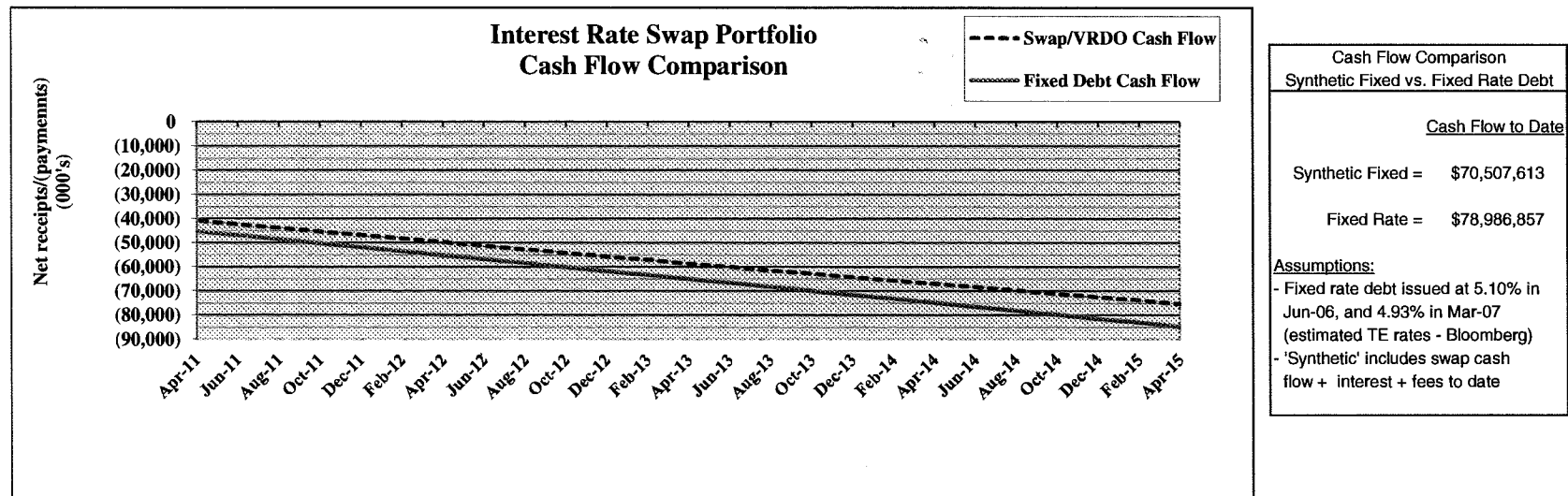


Exhibit "C"

MONTHLY SUMMARY OF PAYROLL ACH PAYMENTS

April
2015

DATE	AMOUNT	VENDOR	PURPOSE
4/3/2015	731,734.14	BANK OF AMERICA	ACH Payments for Payroll
4/17/2015	752,900.42	BANK OF AMERICA	ACH Payments for Payroll
	<u>\$1,484,634.56</u>		

Exhibit "D"

IRWD Ledger

Include Zero Amount Payments: Yes
 Display Payee Address: No

Void Payment Register

Period From: 01-APR-15

Report Date: 01-MAY-2015 18:13

Page: 1

To: 30-APR-15

Date: Void Date

Bank: Bank of America N.A.

Branch: Los Angeles

Account: Checking AP and PR

Bank Account Currency: USD

Payment Currency: USD (US Dollar)

Payment Number	Date	Payee Name	Site	Address	Payment Amount	Void Date
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Payment Document: IRWD CHECK

353667	13-NOV-14	COUNTY OF ORANGE C/O DALEY	PURCHASE		7,500.00	22-APR-15
354093	26-NOV-14	Lum, Christopher A (Christo	HOME		31.30	01-APR-15
354139	04-DEC-14	BAI, XING LONG	PAY		15.54	30-APR-15
354159	04-DEC-14	CLARK, MATTHEW	PAY		0.30	30-APR-15
354172	04-DEC-14	DALY, MAXWELL	PAY		21.29	30-APR-15
354213	04-DEC-14	HILDRETH, MR. & MRS. D	PAY		29.74	30-APR-15
354232	04-DEC-14	LE, PHONG	PAY		242.51	30-APR-15
354234	04-DEC-14	LEE, JUNG	PAY		12.21	30-APR-15
354356	04-DEC-14	YOSHIKA, BRIAN	PAY		13.83	30-APR-15
354534	18-DEC-14	ALLURI, PHANIKRISH	PAY		30.76	30-APR-15
354558	18-DEC-14	BRACKEZ, LISA	PAY		37.49	30-APR-15
354602	18-DEC-14	GARCIA, LIONEL	PAY		33.94	30-APR-15
354676	18-DEC-14	PARMAR, DIVYA	PAY		39.70	30-APR-15
354717	18-DEC-14	SUN, LI	PAY		26.49	30-APR-15
354753	18-DEC-14	WONG, MEI	PAY		36.74	30-APR-15
354755	18-DEC-14	YANG, SZUWEI	PAY		40.48	30-APR-15
356133	12-FEB-15	ZAMUDIO, GLORIA	PAY		56.56	30-APR-15

Payment Document Subtotal	8,168.88
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Bank Account Subtotal	8,168.88
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Report Count: 17

Report Total	8,168.88	Total Voids
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*** End of Report ***

IRWD Ledger Payment Register For 01-APR-15 To 30-APR-15 Report Date: 01-MAY-2015 18:13
 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								
357376		01-APR-15	Wells, Audrey C (Audrey)		70.60	09-APR-15	70.60	Reconciled
357377		01-APR-15	Bystrom, Brian V (Brian)		240.00	07-APR-15	240.00	Reconciled
357378		01-APR-15	Lum, Christopher A (Christopher)		31.30			Negotiable
357379		01-APR-15	Dillhoefer, Edwin J (Ed)		50.00	06-APR-15	50.00	Reconciled
357380		01-APR-15	Justice, Jack L (Jack)		135.30	06-APR-15	135.30	Reconciled
357381		01-APR-15	Withers, John B		20.70	06-APR-15	20.70	Reconciled
357382		01-APR-15	Matheis, Mary Aileen		1,295.88	08-APR-15	1,295.88	Reconciled
357383		01-APR-15	O'Neill, Owen H		156.00			Negotiable
357384		01-APR-15	Sitzler, Roberta K (Roberta)		42.25	13-APR-15	42.25	Reconciled
357385		01-APR-15	MID CENTURY INSURANCE COMPANY AND THE STANLEY J. MATALON CLIENT TRUST ACCOUNT	PURCHASE	250,000.00	15-APR-15	250,000.00	Reconciled
357386		01-APR-15	ORANGE COUNTY SANITATION DISTRICT	FOUNTAIN VALLEY	1,570.00	06-APR-15	1,570.00	Reconciled
357387		01-APR-15	ALLIED ELECTRONICS INC		52.16	09-APR-15	52.16	Reconciled
357388		01-APR-15	ALPHA TRAFFIC SERVICES, INC.		520.00	07-APR-15	520.00	Reconciled
357389		01-APR-15	ALSTON & BIRD LLP		6,836.70	06-APR-15	6,836.70	Reconciled
357390		01-APR-15	ANTHONY N. LARSEN		600.00	09-APR-15	600.00	Reconciled
357391		01-APR-15	ARIZONA INSTRUMENT LLC		1,296.99	06-APR-15	1,296.99	Reconciled
357392		01-APR-15	AT&T		288.11	08-APR-15	288.11	Reconciled
357393		01-APR-15	AT&T		49.56	07-APR-15	49.56	Reconciled
357394		01-APR-15	BAER, ANDREW		40.02			Negotiable
357395		01-APR-15	BANK OF AMERICA		108.35			Negotiable
357396		01-APR-15	BARTEL ASSOCIATES, LLC		874.50	06-APR-15	874.50	Reconciled
357397		01-APR-15	BATTERY SPECIALTIES		3,737.68	09-APR-15	3,737.68	Reconciled
357398		01-APR-15	BOND LOGISTIX LLC		2,250.00	06-APR-15	2,250.00	Reconciled
357399		01-APR-15	BOWIE, ARNESON, WILES & GIANNONE		29,108.64	16-APR-15	29,108.64	Reconciled
357400		01-APR-15	BRUCE NEWELL		1,316.00	06-APR-15	1,316.00	Reconciled
357401		01-APR-15	C WELLS PIPELINE MATERIALS INC		330.61	13-APR-15	330.61	Reconciled

IRWD Ledger Payment Register For 01-APR-15 To 30-APR-15 Report Date: 01-MAY-2015 18:13
 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								
357402		01-APR-15	C WELLS PIPELINE MATERIALS INC		644.98	13-APR-15	644.98	Reconciled
357403		01-APR-15	CABELA'S MARKETING AND BRAND MANAGEMENT INC		370.03	07-APR-15	370.03	Reconciled
357404		01-APR-15	CALIFORNIA BARRICADE INC		10,805.00	13-APR-15	10,805.00	Reconciled
357405		01-APR-15	CANON SOLUTIONS AMERICA, INC.		407.01	06-APR-15	407.01	Reconciled
357406		01-APR-15	CAROLLO ENGINEERS, INC		112,677.14	08-APR-15	112,677.14	Reconciled
357407		01-APR-15	CASA DE CAMPO INC		57.14	06-APR-15	57.14	Reconciled
357408		01-APR-15	CATTRAC CONSTRUCTION INC		858.01	06-APR-15	858.01	Reconciled
357409		01-APR-15	CEMEX, INC.		756.00	06-APR-15	756.00	Reconciled
357410		01-APR-15	CITY OF SANTA ANA		18,596.63	22-APR-15	18,596.63	Reconciled
357411		01-APR-15	CITY OF TUSTIN		1,406.48	07-APR-15	1,406.48	Reconciled
357412		01-APR-15	CLA-VAL COMPANY		352.37	06-APR-15	352.37	Reconciled
357413		01-APR-15	CLEARINGHOUSE		447.67	07-APR-15	447.67	Reconciled
357414		01-APR-15	COASTAL IGNITION & CONTROLS, INC		9,253.12	10-APR-15	9,253.12	Reconciled
357415		01-APR-15	COMMERCE ENERGY INC		38.73	06-APR-15	38.73	Reconciled
357416		01-APR-15	COX COMMUNICATIONS		3,298.40	07-APR-15	3,298.40	Reconciled
357417		01-APR-15	CR & R INCORPORATED		124.24	08-APR-15	124.24	Reconciled
357418		01-APR-15	CRUZ, CESAR		26.73	28-APR-15	26.73	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
357419		01-APR-15	CYBERNETICS		12,999.00	09-APR-15	12,999.00	Reconciled
357420		01-APR-15	DATA CLEAN CORPORATION		513.25	07-APR-15	513.25	Reconciled
357421		01-APR-15	DETECTION INSTRUMENTS CORP		1,875.93	07-APR-15	1,875.93	Reconciled
357422		01-APR-15	DMS FACILITY SERVICES, INC.		16,380.00	09-APR-15	16,380.00	Reconciled
357423		01-APR-15	DO, JEFF		26.55			Negotiable
357424		01-APR-15	E-Z UP DIRECTCOM LLC		876.20	14-APR-15	876.20	Reconciled
357425		01-APR-15	ENVIRONMENTAL EXPRESS INC		2,536.97	07-APR-15	2,536.97	Reconciled
357426		01-APR-15	EQUIPCO SALES & SERVICE		379.24	09-APR-15	379.24	Reconciled
357427		01-APR-15	FARRELL & ASSOCIATES		179.99	09-APR-15	179.99	Reconciled
357428		01-APR-15	FEDEX		620.96	08-APR-15	620.96	Reconciled
357429		01-APR-15	FISERV		294.00	06-APR-15	294.00	Reconciled

IRWD Ledger
 BANK: Bank of America N.A. Branch: Los Angeles Account: Checking AP and PR Report Date: 01-MAY-2015 18:13
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar) Page: 3
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
357430		01-APR-15	FITCH RATINGS, INC.		7,000.00	07-APR-15	7,000.00	Reconciled
357431		01-APR-15	FORESTRY SUPPLIERS INC		4,289.06	06-APR-15	4,289.06	Reconciled
357432		01-APR-15	FRANCHISE TAX BOARD		45.00	07-APR-15	45.00	Reconciled
357433		01-APR-15	FRED EMMERT		187.50	06-APR-15	187.50	Reconciled
357434		01-APR-15	FULLER TRUCK ACCESSORIES		1,012.59	06-APR-15	1,012.59	Reconciled
357435		01-APR-15	G & A FIRE PROTECTION CORP		250.00	07-APR-15	250.00	Reconciled
357436		01-APR-15	GANAHL LUMBER CO.		4,290.57	08-APR-15	4,290.57	Reconciled
357437		01-APR-15	GRAINGER		469.83	07-APR-15	469.83	Reconciled
357438		01-APR-15	GRAYBAR ELECTRIC COMPANY		102.83	03-APR-15	102.83	Reconciled
357439		01-APR-15	HACH COMPANY		1,188.02	07-APR-15	1,188.02	Reconciled
357440		01-APR-15	HARMSWORTH ASSOCIATES		621.00	06-APR-15	621.00	Reconciled
357441		01-APR-15	HARRINGTON INDUSTRIAL PLASTICS LLC		6,781.33	06-APR-15	6,781.33	Reconciled
357442		01-APR-15	HELPMATES STAFFING SERVICES		2,289.71	06-APR-15	2,289.71	Reconciled
357443		01-APR-15	HILL BROTHERS CHEMICAL COMPANY		7,493.70	07-APR-15	7,493.70	Reconciled
357444		01-APR-15	HOME DEPOT USA INC		222.15	08-APR-15	222.15	Reconciled
357445		01-APR-15	HYDRO-SCAPE PRODUCTS INC		483.76	03-APR-15	483.76	Reconciled
357446		01-APR-15	INDUSTRIAL METAL SUPPLY CO		369.52	06-APR-15	369.52	Reconciled
357447		01-APR-15	INFOSYS LIMITED		66,111.00	10-APR-15	66,111.00	Reconciled
357448		01-APR-15	IRVINE COMMUNITY DEVELOPMENT COMPANY LLC		3,120.90	10-APR-15	3,120.90	Reconciled
357449		01-APR-15	IRVINE PIPE & SUPPLY INC		862.01	06-APR-15	862.01	Reconciled
357450		01-APR-15	IRWD EMPLOYEE ASSOCIATION		820.00	08-APR-15	820.00	Reconciled
357451		01-APR-15	IRWD-PETTY CASH CUSTODIAN		844.12	02-APR-15	844.12	Reconciled
357452		01-APR-15	JACOBS PROJECT MANAGEMENT CO.		28,000.00	09-APR-15	28,000.00	Reconciled
357453		01-APR-15	JOE RHODES MAINT SERVICE INC		808.72	06-APR-15	808.72	Reconciled
357454		01-APR-15	JOINER, BILL		344.08	14-APR-15	344.08	Reconciled
357455		01-APR-15	JUN, SUNGHO		1,022.51	10-APR-15	1,022.51	Reconciled

IRWD Ledger
 BANK: Bank of America N.A. Branch: Los Angeles Account: Checking AP and PR Report Date: 01-MAY-2015 18:13
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar) Page: 4
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
357456		01-APR-15	KIM, CHAN		30.52			Negotiable
357457		01-APR-15	KIM, HANG AH		128.74	20-APR-15	128.74	Reconciled
357458		01-APR-15	LEE, ALENE		38.94			Negotiable
357459		01-APR-15	LEE, TEENA		2,756.90	09-APR-15	2,756.90	Reconciled
357460		01-APR-15	LEGENDS		269.85	17-APR-15	269.85	Reconciled
357461		01-APR-15	LGC GEOTECHNICAL, INC.		5,615.50	07-APR-15	5,615.50	Reconciled
357462		01-APR-15	LIN, FENG		103.79	07-APR-15	103.79	Reconciled
357463		01-APR-15	LUBRICATION		627.10	06-APR-15	627.10	Reconciled

357464	01-APR-15	ENGINEERS, INC. MAIN ELECTRIC SUPPLY COMPANY LLC	122.03	06-APR-15	122.03	Reconciled
357465	01-APR-15	MBC APPLIED ENVIRONMENTAL SCIENCES	1,300.00	06-APR-15	1,300.00	Reconciled
357466	01-APR-15	MC MASTER CARR SUPPLY CO	1,059.33	07-APR-15	1,059.33	Reconciled
357467	01-APR-15	NATIONAL READY MIXED CONCRETE CO.	774.00	06-APR-15	774.00	Reconciled
357468	01-APR-15	O'HAREN GOVERNMENT RELATIONS	6,500.00	07-APR-15	6,500.00	Reconciled
357469	01-APR-15	OLIN CORPORATION	14,178.20	09-APR-15	14,178.20	Reconciled
357470	01-APR-15	ON ASSIGNMENT LAB SUPPORT	1,244.80	08-APR-15	1,244.80	Reconciled
357471	01-APR-15	ORANGE COUNTY TREASURER	4,248.17	06-APR-15	4,248.17	Reconciled
357472	01-APR-15	OUTSOURCE TECHNICAL LLC	76,198.00	10-APR-15	76,198.00	Reconciled
357473	01-APR-15	PAT, BERNIE	25.03			Negotiable
357474	01-APR-15	PAIGE, ADRIANA	1,554.11	06-APR-15	1,554.11	Reconciled
357475	01-APR-15	PARHAM, MARTHA	660.94	08-APR-15	660.94	Reconciled
357476	01-APR-15	PARKHOUSE TIRE INC	1,942.36	10-APR-15	1,942.36	Reconciled
357477	01-APR-15	PAULUS ENGINEERING INC	799.99	09-APR-15	799.99	Reconciled
357478	01-APR-15	PERS LONG TERM CARE	720.46	08-APR-15	720.46	Reconciled
357479	01-APR-15	PHAN, THUY	51.13			Negotiable
357480	01-APR-15	PIAZZA, JENNIFER	227.94	06-APR-15	227.94	Reconciled
357481	01-APR-15	PINNACLE RESIDENTIAL	498.50	08-APR-15	498.50	Reconciled
357482	01-APR-15	POLLARDWATER.COM	509.03	08-APR-15	509.03	Reconciled
357483	01-APR-15	PRAXAIR DISTRIBUTION INC	1,914.21	06-APR-15	1,914.21	Reconciled
357484	01-APR-15	QUINCY COMPRESSOR LLC	182.83	07-APR-15	182.83	Reconciled
357485	01-APR-15	RAPHAEL, MARY	1,388.46	28-APR-15	1,388.46	Reconciled

IRWD Ledger Payment Register For 01-APR-15 To 30-APR-15 Report Date: 01-MAY-2015 18:13
 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								
357486		01-APR-15	REFRIGERATION SUPPLIES		47.60	07-APR-15	47.60	Reconciled
357487		01-APR-15	RESPONSE ENVELOPE, INC		2,288.25	08-APR-15	2,288.25	Reconciled
357488		01-APR-15	RS HUGHES COMPANY, INC.		260.52	06-APR-15	260.52	Reconciled
357489		01-APR-15	SHAMROCK SUPPLY CO INC		648.27	06-APR-15	648.27	Reconciled
357490		01-APR-15	SHEA HOMES		118.91			Negotiable
357491		01-APR-15	SHERWIN WILLIAMS COMPANY		1,325.84	07-APR-15	1,325.84	Reconciled
357492		01-APR-15	SHU, ANITA		37.70	06-APR-15	37.70	Reconciled
357493		01-APR-15	SILVERSCRIPT INSURANCE COMPANY		301.70	07-APR-15	301.70	Reconciled
357494		01-APR-15	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		2,257.85	10-APR-15	2,257.85	Reconciled
357495		01-APR-15	SOUTH COAST ANSWERING SERVICE		500.24	06-APR-15	500.24	Reconciled
357496		01-APR-15	SOUTHERN CALIFORNIA EDISON COMPANY		81,513.26	07-APR-15	81,513.26	Reconciled
357497		01-APR-15	SOUTHERN CALIFORNIA EDISON COMPANY		22,597.81	16-APR-15	22,597.81	Reconciled
357498		01-APR-15	SOUTHERN CALIFORNIA WATER COMMITTEE INC		1,500.00	09-APR-15	1,500.00	Reconciled
357499		01-APR-15	STANDARD PACIFIC		1,580.66	14-APR-15	1,580.66	Reconciled
357500		01-APR-15	STANDARD REGISTER COMPANY		2,453.41	07-APR-15	2,453.41	Reconciled
357501		01-APR-15	STANTEC CONSULTING SERVICES INC.		1,770.00	07-APR-15	1,770.00	Reconciled
357502		01-APR-15	SWAMINATHAN, DENNI		70.51	10-APR-15	70.51	Reconciled
357503		01-APR-15	TEKDRUALICS		25,701.58	08-APR-15	25,701.58	Reconciled
357504		01-APR-15	TELEDYNE LEEMAN LABS		829.44	08-APR-15	829.44	Reconciled
357505		01-APR-15	TESTAMERICA LABORATORIES, INC		157.50	09-APR-15	157.50	Reconciled
357506		01-APR-15	THYSSENKRUPP ELEVATOR CORPORATION		347.30	06-APR-15	347.30	Reconciled
357507		01-APR-15	TONY VALENTINE CONSTRUCTION		794.37	07-APR-15	794.37	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 6
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)

Payment Type: All

Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
357508		01-APR-15	TRANSFORMER TESTING AND REPAIRS, INC.		7,772.50	06-APR-15	7,772.50	Reconciled
357509		01-APR-15	TROPICAL PLAZA NURSERY INC		31,649.08	08-APR-15	31,649.08	Reconciled
357510		01-APR-15	UNITED PARCEL SERVICE INC		469.53	06-APR-15	469.53	Reconciled
357511		01-APR-15	UNITED SITE SERVICES OF CALIFORNIA INC		478.25	08-APR-15	478.25	Reconciled
357512		01-APR-15	UNITED STATES POST OFFICE		23,333.33	14-APR-15	23,333.33	Reconciled
357513		01-APR-15	UNIVAR USA INC		7,284.82	06-APR-15	7,284.82	Reconciled
357514		01-APR-15	VA CONSULTING, INC		3,960.00	06-APR-15	3,960.00	Reconciled
357515		01-APR-15	VAUGHAN'S INDUSTRIAL REPAIR CO INC		345.60	07-APR-15	345.60	Reconciled
357516		01-APR-15	VCI CONSTRUCTION INC		25,719.65	14-APR-15	25,719.65	Reconciled
357517		01-APR-15	VERIZON CALIFORNIA INC		97.69	07-APR-15	97.69	Reconciled
357518		01-APR-15	VERIZON WIRELESS SERVICES LLC		5,163.44	13-APR-15	5,163.44	Reconciled
357519		01-APR-15	VULCAN MATERIALS COMPANY		1,343.08	06-APR-15	1,343.08	Reconciled
357520		01-APR-15	WALTERS WHOLESALE ELECTRIC		386.57	07-APR-15	386.57	Reconciled
357521		01-APR-15	WANG, YAN		0.68			Negotiable
357522		01-APR-15	WASTE MANAGEMENT OF ORANGE COUNTY		1,773.64	06-APR-15	1,773.64	Reconciled
357523		01-APR-15	WAXIE'S ENTERPRISES, INC		538.43	06-APR-15	538.43	Reconciled
357524		01-APR-15	WECK LABORATORIES INC		3,575.00	09-APR-15	3,575.00	Reconciled
357525		02-APR-15	Compton, Christine	HOME A	8.05			Negotiable
357526		02-APR-15	Clinton, Bryan R	HOME (Bryan)	1,918.07	06-APR-15	1,918.07	Reconciled
357527		02-APR-15	Lao, Richard S	HOME	60.51	06-APR-15	60.51	Reconciled
357528		02-APR-15	Cariker, Cody J	HOME (Cody)	86.39	03-APR-15	86.39	Reconciled
357529		07-APR-15	BAKERYTRUCK	PURCHASE	180.00	20-APR-15	180.00	Reconciled
357530		07-APR-15	ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT	PO BOX 867	1,000,000.00	24-APR-15	1,000,000.00	Reconciled

IRWD Ledger
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 Payment Type: All Display Supplier Address: No Payment Currency: USD (US Dollar)

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
357531		09-APR-15	Compton, Christine A		166.44			Negotiable
357532		09-APR-15	Cortez, Malcolm A (Malcolm)		20.70			Negotiable
357533		09-APR-15	Malloy, Steven L (Steven)		25.00	13-APR-15	25.00	Reconciled
357534		09-APR-15	ORANGE COUNTY WATER DISTRICT	PO BOX 8300	3,921.00	14-APR-15	3,921.00	Reconciled
357535		09-APR-15	ACCURATE AIR ENGINEERING INC		989.50	16-APR-15	989.50	Reconciled
357536		09-APR-15	ADS LLC		16,515.00	15-APR-15	16,515.00	Reconciled
357537		09-APR-15	AIRGAS-WEST, INC.		1,132.19	15-APR-15	1,132.19	Reconciled
357538		09-APR-15	ALEXANDER'S CONTRACT SERVICES, INC.		108,175.32	15-APR-15	108,175.32	Reconciled
357539		09-APR-15	ALPHA TRAFFIC SERVICES, INC.		1,090.00	20-APR-15	1,090.00	Reconciled
357540		09-APR-15	AM LEONARD INC		464.99	17-APR-15	464.99	Reconciled
357541		09-APR-15	ARCADIS U.S., INC.		5,741.00	17-APR-15	5,741.00	Reconciled
357542		09-APR-15	ASSOCIATION OF CALIFORNIA WATER AGENCIES/JPIA		32,052.16	17-APR-15	32,052.16	Reconciled
357543		09-APR-15	AT&T		3,014.85	14-APR-15	3,014.85	Reconciled
357544		09-APR-15	AT&T		1,627.93	14-APR-15	1,627.93	Reconciled
357545		09-APR-15	AUTOZONE PARTS, INC.		119.51	16-APR-15	119.51	Reconciled
357546		09-APR-15	BATTERIES PLUS AND BATTERIES PLUS BULBS		230.15	16-APR-15	230.15	Reconciled
357547		09-APR-15	Berk, Susan		10,000.00	16-APR-15	10,000.00	Reconciled
357548		09-APR-15	BILL'S SWEEPING		460.00	16-APR-15	460.00	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
357549	09-APR-15		SERVICE INC					
357550	09-APR-15		BIOMAGIC INC		10,761.98	15-APR-15	10,761.98	Reconciled
357551	09-APR-15		BORCHARD SURVEYING & MAPPING, INC.		1,345.00	20-APR-15	1,345.00	Reconciled
357552	09-APR-15		BTF PRECISE MICROBIOLOGY INC.		525.20	21-APR-15	525.20	Reconciled
357553	09-APR-15		CALIFORNIA BARRICADE INC		1,435.00	21-APR-15	1,435.00	Reconciled
357554	09-APR-15		CALIFORNIA NATIVE PLANT SOCIETY		2,000.00	17-APR-15	2,000.00	Reconciled
357555	09-APR-15		CHARLES P CROWLEY COMPANY INC		2,848.02	20-APR-15	2,848.02	Reconciled
357556	09-APR-15		CITY OF TUSTIN		289.21	13-APR-15	289.21	Reconciled
357557	09-APR-15		CLA-VAL COMPANY		10,464.84	15-APR-15	10,464.84	Reconciled
357557	09-APR-15		COUNTY OF ORANGE		1,291.00	13-APR-15	1,291.00	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								
357558	09-APR-15		CREATIVE ALLIANCE GROUP LLC		4,564.41	16-APR-15	4,564.41	Reconciled
357559	09-APR-15		CREDENTIAL CHECK CORPORATION		22.60	16-APR-15	22.60	Reconciled
357560	09-APR-15		DATAZEO, INC.		71.52	16-APR-15	71.52	Reconciled
357561	09-APR-15		DELL MARKETING LP		8,567.84	15-APR-15	8,567.84	Reconciled
357562	09-APR-15		DEX MEDIA INC.		74.25	20-APR-15	74.25	Reconciled
357563	09-APR-15		DUDEK		3,865.00	15-APR-15	3,865.00	Reconciled
357564	09-APR-15		EI&C ENGINEERING INC		26,460.00	20-APR-15	26,460.00	Reconciled
357565	09-APR-15		ENTERPRISE INFORMATION SYSTEMS INC		3,750.00	21-APR-15	3,750.00	Reconciled
357566	09-APR-15		ENVIRONMENTAL SCIENCE ASSOCIATES		743.75	20-APR-15	743.75	Reconciled
357567	09-APR-15		EQUIPCO SALES & SERVICE		8,247.48	23-APR-15	8,247.48	Reconciled
357568	09-APR-15		EXECUTIVE LIGHTING & ELECTRIC		1,676.85	15-APR-15	1,676.85	Reconciled
357569	09-APR-15		FARRELL & ASSOCIATES		229.82	16-APR-15	229.82	Reconciled
357570	09-APR-15		FIDELITY SECURITY LIFE INSURANCE COMPANY		6,062.84	13-APR-15	6,062.84	Reconciled
357571	09-APR-15		FIRE EXTINGUISHING SAFETY & SERVICE		480.83	15-APR-15	480.83	Reconciled
357572	09-APR-15		FISHER SCIENTIFIC COMPANY LLC		222.75	14-APR-15	222.75	Reconciled
357573	09-APR-15		FRANK LA PLACA EXTERMINATING INC		175.00	17-APR-15	175.00	Reconciled
357574	09-APR-15		GALLADE CHEMICAL INC		1,425.60	16-APR-15	1,425.60	Reconciled
357575	09-APR-15		GRAINGER		973.83	16-APR-15	973.83	Reconciled
357576	09-APR-15		GRAYBAR ELECTRIC COMPANY		16,179.28	14-APR-15	16,179.28	Reconciled
357577	09-APR-15		GREEN COAST INDUSTRIES, INC.		803.15	20-APR-15	803.15	Reconciled
357578	09-APR-15		HAAKER EQUIPMENT COMPANY		10,260.00	15-APR-15	10,260.00	Reconciled
357579	09-APR-15		HACH COMPANY		3,397.88	17-APR-15	3,397.88	Reconciled
357580	09-APR-15		HARRINGTON INDUSTRIAL PLASTICS LLC		2,440.82	15-APR-15	2,440.82	Reconciled
357581	09-APR-15		HDR ENGINEERING INC		8,584.45	16-APR-15	8,584.45	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 9
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
357582	09-APR-15		HILL BROTHERS CHEMICAL COMPANY		2,799.00	15-APR-15	2,799.00	Reconciled
357583	09-APR-15		HOME DEPOT USA INC		534.14	17-APR-15	534.14	Reconciled
357584	09-APR-15		HUNSAKER & ASSOCIATES IRVINE		1,120.00	16-APR-15	1,120.00	Reconciled
357585	09-APR-15		HYDRO-SCAPE PRODUCTS INC		64.56	14-APR-15	64.56	Reconciled
357586	09-APR-15		INORGANIC VENTURES INC		317.54	17-APR-15	317.54	Reconciled
357587	09-APR-15		INTERNATIONAL RISK MANAGEMENT INSTITUTE, INC.		328.17	20-APR-15	328.17	Reconciled
357588	09-APR-15		IRVINE PIPE &		6,945.66	15-APR-15	6,945.66	Reconciled

357589	09-APR-15	SUPPLY INC IRWD-PETTY CASH CUSTODIAN	858.53	13-APR-15	858.53	Reconciled
357590	09-APR-15	JOHN CRANE, INC.	708.26	16-APR-15	708.26	Reconciled
357591	09-APR-15	JOHN MICHAEL COVAS	160.40	20-APR-15	160.40	Reconciled
357592	09-APR-15	KAESER COMPRESSORS, INC.	1,350.46	17-APR-15	1,350.46	Reconciled
357593	09-APR-15	KENNY THE PRINTER	682.46	15-APR-15	682.46	Reconciled
357594	09-APR-15	KIMBALL MIDWEST	4,288.09	17-APR-15	4,288.09	Reconciled
357595	09-APR-15	KLEINFELDER, INC.	52,987.31	15-APR-15	52,987.31	Reconciled
357596	09-APR-15	KROHNE, INC	1,202.00	17-APR-15	1,202.00	Reconciled
357597	09-APR-15	LEONARD CHAIDEZ TREE SERVICE	4,275.00	16-APR-15	4,275.00	Reconciled
357598	09-APR-15	LEWIS OPERATING CORP	225.00	16-APR-15	225.00	Reconciled
357599	09-APR-15	LUBRICATION ENGINEERS, INC.	596.16	16-APR-15	596.16	Reconciled
357600	09-APR-15	MC MASTER CARR SUPPLY CO	252.52	17-APR-15	252.52	Reconciled
357601	09-APR-15	MSC INDUSTRIAL SUPPLY CO	188.27	20-APR-15	188.27	Reconciled
357602	09-APR-15	NATIONAL READY MIXED CONCRETE CO.	3,703.35	15-APR-15	3,703.35	Reconciled
357603	09-APR-15	NATURES IMAGE INC	986.50	15-APR-15	986.50	Reconciled
357604	09-APR-15	NEW PIG CORPORATION	430.21	17-APR-15	430.21	Reconciled
357605	09-APR-15	OCEAN BLUE ENVIRONMENTAL SERVICES INC	1,234.12	24-APR-15	1,234.12	Reconciled
357606	09-APR-15	OLIN CORPORATION	11,278.87	16-APR-15	11,278.87	Reconciled
357607	09-APR-15	ONESOURCE DISTRIBUTORS LLC	55.84	15-APR-15	55.84	Reconciled

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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								
357608		09-APR-15	ORRICK, HERRINGTON & SUTCLIFFE LLP		50,000.00	16-APR-15	50,000.00	Reconciled
357609		09-APR-15	PACIFIC COAST BOLT CORP		696.61	15-APR-15	696.61	Reconciled
357610		09-APR-15	PACIFIC PARTS & CONTROLS INC		568.55	15-APR-15	568.55	Reconciled
357611		09-APR-15	PEARPOINT		993.12	17-APR-15	993.12	Reconciled
357612		09-APR-15	PRAXAIR DISTRIBUTION INC		1,054.28	16-APR-15	1,054.28	Reconciled
357613		09-APR-15	PRUDENTIAL OVERALL SUPPLY		1,861.38	15-APR-15	1,861.38	Reconciled
357614		09-APR-15	QING YAN		1,160.19	16-APR-15	1,160.19	Reconciled
357615		09-APR-15	QUICKEL PAVING INC		14,708.00	15-APR-15	14,708.00	Reconciled
357616		09-APR-15	REED, JAMES D		1,937.52	17-APR-15	1,937.52	Reconciled
357617		09-APR-15	RESILIENT COMMUNICATIONS INC.		2,595.40			Negotiable
357618		09-APR-15	RINCON TRUCK CENTER INC.		884.48	15-APR-15	884.48	Reconciled
357619		09-APR-15	RINGCLEAR LLC		83.28	16-APR-15	83.28	Reconciled
357620		09-APR-15	ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT		30,453.66	24-APR-15	30,453.66	Reconciled
357621		09-APR-15	RS HUGHES COMPANY, INC.		1,129.04	15-APR-15	1,129.04	Reconciled
357622		09-APR-15	SAFETY-KLEEN SYSTEMS, INC		813.50	16-APR-15	813.50	Reconciled
357623		09-APR-15	SANTA ANA BLUE PRINT		482.62	17-APR-15	482.62	Reconciled
357624		09-APR-15	SANTA MARGARITA FORD		616.30	15-APR-15	616.30	Reconciled
357625		09-APR-15	SCHINDLER ELEVATOR CORPORATION		174.45	17-APR-15	174.45	Reconciled
357626		09-APR-15	SEAL ANALYTICAL INC		499.52	17-APR-15	499.52	Reconciled
357627		09-APR-15	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		451.57	20-APR-15	451.57	Reconciled
357628		09-APR-15	SOUTH COAST WATER CO.		151.68	16-APR-15	151.68	Reconciled
357629		09-APR-15	SOUTHERN CALIFORNIA EDISON COMPANY		425,844.98	13-APR-15	425,844.98	Reconciled
357630		09-APR-15	SOUTHERN COUNTIES LUBRICANTS LLC		505.75	16-APR-15	505.75	Reconciled
357631		09-APR-15	SPATIAL WAVE, INC.		50,000.00	16-APR-15	50,000.00	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								
357632		09-APR-15	SUSAN A. SIROTA		4,095.00	15-APR-15	4,095.00	Reconciled
357633		09-APR-15	THE FURMAN GROUP, INC.		11,805.00	20-APR-15	11,805.00	Reconciled
357634		09-APR-15	TROPICAL PLAZA NURSERY INC		17,946.69	15-APR-15	17,946.69	Reconciled
357635		09-APR-15	TRUCPARCO		1,117.47	17-APR-15	1,117.47	Reconciled
357636		09-APR-15	TRUGREEN LANDCARE		260.00	16-APR-15	260.00	Reconciled
357637		09-APR-15	U.S. HEALTHWORKS MEDICAL GROUP, P.C.		325.00	13-APR-15	325.00	Reconciled
357638		09-APR-15	ULTIMATE DETAILING		175.00	24-APR-15	175.00	Reconciled
357639		09-APR-15	UNITED PARCEL SERVICE INC		34.55	13-APR-15	34.55	Reconciled
357640		09-APR-15	VANTON PUMP & EQUIPMENT CORP.		12,621.91	17-APR-15	12,621.91	Reconciled
357641		09-APR-15	VCI CONSTRUCTION INC		1,975.00	20-APR-15	1,975.00	Reconciled
357642		09-APR-15	VISION TECHNOLOGY SOLUTIONS, LLC DBA VISION INTERNET PROVIDERS		5,811.00	16-APR-15	5,811.00	Reconciled
357643		09-APR-15	WALTERS WHOLESALE ELECTRIC		12,665.66	15-APR-15	12,665.66	Reconciled
357644		09-APR-15	WARE MALCOMB		6,500.00	15-APR-15	6,500.00	Reconciled
357645		09-APR-15	WASTE MANAGEMENT OF ORANGE COUNTY		2,480.14	16-APR-15	2,480.14	Reconciled
357646		09-APR-15	WATERSMART SOFTWARE, INC		7,500.00	16-APR-15	7,500.00	Reconciled
357647		09-APR-15	WAXIE'S ENTERPRISES, INC		1,784.65	16-APR-15	1,784.65	Reconciled
357648		09-APR-15	WECK LABORATORIES INC		115.00	16-APR-15	115.00	Reconciled
357649		09-APR-15	WIRELESS WATCHDOGS, LLC		860.00	23-APR-15	860.00	Reconciled
357650		09-APR-15	WISCONSIN STATE LABORATORY OF HYGENE		750.00	16-APR-15	750.00	Reconciled
357651		09-APR-15	WOODRUFF, SPRADLIN & SMART APC		10,699.27	15-APR-15	10,699.27	Reconciled
357652		13-APR-15	ESTELA VENEGAS	PURCHASE	1,000.00	16-APR-15	1,000.00	Reconciled
357653		13-APR-15	JCI JONES CHEMICALS INC	CINCINNATI	4,404.40	20-APR-15	4,404.40	Reconciled
357654		16-APR-15	GUTTERMASTERS	PURCHASE	1,290.00	20-APR-15	1,290.00	Reconciled
357655		16-APR-15	Gallegos, Adriel		43.07			Negotiable
357656		16-APR-15	Gomez, Braulio		2,238.22	17-APR-15	2,238.22	Reconciled
IRWD Ledger								
BANK: Bank of America N.A.			Branch : Los Angeles		Payment Register For 01-APR-15 To 30-APR-15		Report Date: 01-MAY-2015 18:13	
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Payment Type: All					Payment Currency: USD (US Dollar)			
					Display Supplier Address: No			

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
357657		16-APR-15	Karpan, Casey L (Casey)		90.00	20-APR-15	90.00	Reconciled
357658		16-APR-15	King, Casey (Casey)		105.00	23-APR-15	105.00	Reconciled
357659		16-APR-15	Cariker, Cody J (Cody)		29.20	20-APR-15	29.20	Reconciled
357660		16-APR-15	Hayden, David M (Dave)		365.00	22-APR-15	365.00	Reconciled
357661		16-APR-15	Garza, Gaspar		92.49			Negotiable
357662		16-APR-15	Moeder, Jacob J (Jacob)		21.26	20-APR-15	21.26	Reconciled
357663		16-APR-15	Withers, John B		10.35	22-APR-15	10.35	Reconciled
357664		16-APR-15	Amezcuca, Joshua E		16.20	27-APR-15	16.20	Reconciled
357665		16-APR-15	Lewis, Lyndy R		216.95			Negotiable
357666		16-APR-15	Swan, Peer		1,398.72	20-APR-15	1,398.72	Reconciled
357667		16-APR-15	Ridenour, Randall R (Randall)		691.19	29-APR-15	691.19	Reconciled
357668		16-APR-15	Rilloraza, Rhoda F		132.00	21-APR-15	132.00	Reconciled
357669		16-APR-15	Ruiz, Ricky (Ricky)		130.00			Negotiable
357670		16-APR-15	Ashby, Robert L (Rob)		2,060.80	17-APR-15	2,060.80	Reconciled
357671		16-APR-15	Sandoval, Rosa M		827.65	20-APR-15	827.65	Reconciled
357672		16-APR-15	Ocampo, Rudy (Rudy)		19.80	20-APR-15	19.80	Reconciled
357673		16-APR-15	VULCAN MATERIALS COMPANY	PAY	2,707.53	20-APR-15	2,707.53	Reconciled
357674		16-APR-15	ADS LLC		1,291.00	20-APR-15	1,291.00	Reconciled
357675		16-APR-15	ADVANCED ELECTRONICS INC		960.35	20-APR-15	960.35	Reconciled
357676		16-APR-15	ALHAMBRA FOUNDRY CO LTD		3,599.71	20-APR-15	3,599.71	Reconciled
357677		16-APR-15	ALPHA TRAFFIC SERVICES, INC.		570.00	20-APR-15	570.00	Reconciled

357678	16-APR-15	ANTHEM BLUE CROSS	415.62	20-APR-15	415.62	Reconciled
357679	16-APR-15	ANTHEM BLUE CROSS	2,012.80	20-APR-15	2,012.80	Reconciled
357680	16-APR-15	ANTHEM BLUE CROSS	1,089.40	20-APR-15	1,089.40	Reconciled
357681	16-APR-15	ARCADIS U.S., INC.	25,480.00	24-APR-15	25,480.00	Reconciled
357682	16-APR-15	ARIZONA INSTRUMENT LLC	195.00	20-APR-15	195.00	Reconciled
357683	16-APR-15	AT&T	2,325.51	23-APR-15	2,325.51	Reconciled
357684	16-APR-15	AT&T	49.76	22-APR-15	49.76	Reconciled
357685	16-APR-15	ATHENS SERVICES	9,017.19	23-APR-15	9,017.19	Reconciled
357686	16-APR-15	AUTOZONE PARTS, INC.	288.48	21-APR-15	288.48	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								
357687		16-APR-15	BATTERIES PLUS AND BATTERIES PLUS BULBS		215.46	22-APR-15	215.46	Reconciled
357688		16-APR-15	BDC SPECIAL WASTE		207.20	20-APR-15	207.20	Reconciled
357689		16-APR-15	BIGWIG MONSTER, LLC		16,550.00	22-APR-15	16,550.00	Reconciled
357690		16-APR-15	BOWIE, ARNESON, WILES & GIANNONE		33,363.33			Negotiable
357691		16-APR-15	C WELLS PIPELINE MATERIALS INC		343.77	21-APR-15	343.77	Reconciled
357692		16-APR-15	CALIFORNIA BARRICADE INC		6,711.25	21-APR-15	6,711.25	Reconciled
357693		16-APR-15	CALIFORNIA GATE AND ENTRY SYSTEMS		453.16	20-APR-15	453.16	Reconciled
357694		16-APR-15	CALTROL, INC.		1,317.78	20-APR-15	1,317.78	Reconciled
357695		16-APR-15	CANON FINANCIAL SERVICES, INC		8,422.12	21-APR-15	8,422.12	Reconciled
357696		16-APR-15	CANON SOLUTIONS AMERICA, INC.		8,509.05	20-APR-15	8,509.05	Reconciled
357697		16-APR-15	CAPTIVE AUDIENCE MARKETING INC.		85.32	21-APR-15	85.32	Reconciled
357698		16-APR-15	CHARLES P CROWLEY COMPANY INC		1,364.00	20-APR-15	1,364.00	Reconciled
357699		16-APR-15	CHEMTREC		675.00	21-APR-15	675.00	Reconciled
357700		16-APR-15	CITY OF IRVINE		7,734.62	23-APR-15	7,734.62	Reconciled
357701		16-APR-15	CITY OF NEWPORT BEACH		192.00	28-APR-15	192.00	Reconciled
357702		16-APR-15	CITY OF SANTA ANA		63.86	20-APR-15	63.86	Reconciled
357703		16-APR-15	CITY OF TUSTIN		723.17	20-APR-15	723.17	Reconciled
357704		16-APR-15	CLEAN ENERGY		1,189.51	22-APR-15	1,189.51	Reconciled
357705		16-APR-15	CLEARINGHOUSE		477.67	20-APR-15	477.67	Reconciled
357706		16-APR-15	COLLEGE PARK HOA		2,514.45	21-APR-15	2,514.45	Reconciled
357707		16-APR-15	CORE-ROSION PRODUCTS		4,981.00	20-APR-15	4,981.00	Reconciled
357708		16-APR-15	COUNTY OF ORANGE		490.00	20-APR-15	490.00	Reconciled
357709		16-APR-15	CR & R INCORPORATED		12.62	24-APR-15	12.62	Reconciled
357710		16-APR-15	CS-AMSCO		1,095.12	20-APR-15	1,095.12	Reconciled
357711		16-APR-15	DISCOVERY SCIENCE CENTER		3,911.76	21-APR-15	3,911.76	Reconciled
357712		16-APR-15	DURANCEAU CONSULTING SERVICES, LLC		500.00	27-APR-15	500.00	Reconciled
357713		16-APR-15	E-Z UP DIRECTCOM LLC		876.20			Negotiable
357714		16-APR-15	EBERHARD EQUIPMENT		76.70	20-APR-15	76.70	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								
357715		16-APR-15	EDUCATIONAL CREDIT MANAGEMENT CORPORATION		199.71	21-APR-15	199.71	Reconciled
357716		16-APR-15	ELEMENT MATERIALS TECHNOLOGY HUNTINGTON BEACH INC		912.50	20-APR-15	912.50	Reconciled
357717		16-APR-15	EMPLOYEE BENEFIT SPECIALIST, INC		1,040.00	21-APR-15	1,040.00	Reconciled
357718		16-APR-15	ENVIRONMENTAL EQUIPMENT SUPPLY, INC		152.12	23-APR-15	152.12	Reconciled
357719		16-APR-15	ENVIRONMENTAL EXPRESS INC		5,617.12	21-APR-15	5,617.12	Reconciled
357720		16-APR-15	ENVIRONMENTAL RESOURCE		963.97	23-APR-15	963.97	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
357721	16-APR-15	ASSOCIATES EXTERRAN ENERGY SOLUTIONS LP			3,776.28	20-APR-15	3,776.28	Reconciled
357722	16-APR-15	FARAGALLA, MIKEL			31.97	24-APR-15	31.97	Reconciled
357723	16-APR-15	FARRELL & ASSOCIATES			263.42	21-APR-15	263.42	Reconciled
357724	16-APR-15	FEDEX			234.03	23-APR-15	234.03	Reconciled
357725	16-APR-15	FIRST CHOICE SERVICES			344.24	22-APR-15	344.24	Reconciled
357726	16-APR-15	FISERV			14,136.26	21-APR-15	14,136.26	Reconciled
357727	16-APR-15	FISHER SCIENTIFIC COMPANY LLC			3,817.77	20-APR-15	3,817.77	Reconciled
357728	16-APR-15	FLEET SOLUTIONS LLC			4,366.15	20-APR-15	4,366.15	Reconciled
357729	16-APR-15	FRANCHISE TAX BOARD			45.00	24-APR-15	45.00	Reconciled
357730	16-APR-15	GANAHL LUMBER CO.			131.37	22-APR-15	131.37	Reconciled
357731	16-APR-15	GARZA INDUSTRIES, INC			1,381.97	20-APR-15	1,381.97	Reconciled
357732	16-APR-15	GENERAL PUMP COMPANY INC			111,404.68	23-APR-15	111,404.68	Reconciled
357733	16-APR-15	GRAINGER			2,319.02	20-APR-15	2,319.02	Reconciled
357734	16-APR-15	GRAYBAR ELECTRIC COMPANY			13,068.91	20-APR-15	13,068.91	Reconciled
357735	16-APR-15	GREEN COAST INDUSTRIES, INC.			178.20	23-APR-15	178.20	Reconciled
357736	16-APR-15	HAAKER EQUIPMENT COMPANY			537.69	20-APR-15	537.69	Reconciled
357737	16-APR-15	HADERLIE, PEGGY			218.45			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								
357738	16-APR-15	HARRINGTON INDUSTRIAL PLASTICS LLC			5,739.35	20-APR-15	5,739.35	Reconciled
357739	16-APR-15	HARTFORD LIFE INSURANCE COMPANY			24,319.30	27-APR-15	24,319.30	Reconciled
357740	16-APR-15	HDR ENGINEERING INC			133,922.33	23-APR-15	133,922.33	Reconciled
357741	16-APR-15	HELP/SYSTEMS, LLC			23,830.00	23-APR-15	23,830.00	Reconciled
357742	16-APR-15	HELPMATES STAFFING SERVICES			3,078.38	20-APR-15	3,078.38	Reconciled
357743	16-APR-15	HILL BROTHERS CHEMICAL COMPANY			6,016.60	21-APR-15	6,016.60	Reconciled
357744	16-APR-15	HOME DEPOT USA INC			327.86	22-APR-15	327.86	Reconciled
357745	16-APR-15	IBM CORPORATION			1,179.00	22-APR-15	1,179.00	Reconciled
357746	16-APR-15	II FUELS INC			24,298.37	22-APR-15	24,298.37	Reconciled
357747	16-APR-15	INDUSTRIAL ELECTRIC MACHINERY LLC			743.36	24-APR-15	743.36	Reconciled
357748	16-APR-15	INDUSTRIAL METAL SUPPLY CO			220.17	20-APR-15	220.17	Reconciled
357749	16-APR-15	IRON MOUNTAIN INFORMATION MANAGEMENT INC			1,815.29	20-APR-15	1,815.29	Reconciled
357750	16-APR-15	IRVINE COMMUNITY DEVELOPMENT COMPANY LLC			385,789.17	24-APR-15	385,789.17	Reconciled
357751	16-APR-15	IRVINE PIPE & SUPPLY INC			5,956.35	20-APR-15	5,956.35	Reconciled
357752	16-APR-15	IRWD EMPLOYEE ASSOCIATION			820.00	22-APR-15	820.00	Reconciled
357753	16-APR-15	JAMES CIERNIA			155.54	24-APR-15	155.54	Reconciled
357754	16-APR-15	JCI JONES CHEMICALS INC			2,951.76	20-APR-15	2,951.76	Reconciled
357755	16-APR-15	JPR SYSTEMS INC			15,909.16	22-APR-15	15,909.16	Reconciled
357756	16-APR-15	KALMAN, MICHAEL			13.91			Negotiable
357757	16-APR-15	KOELLER NEBEKER CARLSON & HALUCK, LLP			971.39	20-APR-15	971.39	Reconciled
357758	16-APR-15	KONECRANES INC			1,675.00	21-APR-15	1,675.00	Reconciled
357759	16-APR-15	LAGUNA BEACH COUNTY WATER DISTRICT			2,574.95	21-APR-15	2,574.95	Reconciled
357760	16-APR-15	LEONARD CHAIDEZ TREE SERVICE			1,595.00	21-APR-15	1,595.00	Reconciled

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 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								

357761	16-APR-15	LEWIS BRISBOIS BISGAARD AND SMITH, LLP	9,682.98	22-APR-15	9,682.98	Reconciled
357762	16-APR-15	LI, LINDA	37.69	21-APR-15	37.69	Reconciled
357763	16-APR-15	LU'S LIGHTHOUSE, INC.	1,319.49	21-APR-15	1,319.49	Reconciled
357764	16-APR-15	MAG-TROL	275.57	20-APR-15	275.57	Reconciled
357765	16-APR-15	MBC APPLIED ENVIRONMENTAL SCIENCES	1,300.00	21-APR-15	1,300.00	Reconciled
357766	16-APR-15	MC FADDEN-DALE INDUSTRIAL	91.04	20-APR-15	91.04	Reconciled
357767	16-APR-15	MC MASTER CARR SUPPLY CO	2,462.15	20-APR-15	2,462.15	Reconciled
357768	16-APR-15	MDT INC	9,870.00	22-APR-15	9,870.00	Reconciled
357769	16-APR-15	MICHAELS, ROSS & COLE LTD	6,660.00	20-APR-15	6,660.00	Reconciled
357770	16-APR-15	MORWOOD, CHRISTIAN	302.58	28-APR-15	302.58	Reconciled
357771	16-APR-15	MSC INDUSTRIAL SUPPLY CO	256.07	24-APR-15	256.07	Reconciled
357772	16-APR-15	NATIONAL READY MIXED CONCRETE CO.	2,055.20	20-APR-15	2,055.20	Reconciled
357773	16-APR-15	NATURALWELL, LLC	990.00	20-APR-15	990.00	Reconciled
357774	16-APR-15	NOVACOAST INC	3,412.50	20-APR-15	3,412.50	Reconciled
357775	16-APR-15	OLIN CORPORATION	5,699.42	21-APR-15	5,699.42	Reconciled
357776	16-APR-15	ONESOURCE	1,169.35	20-APR-15	1,169.35	Reconciled
357777	16-APR-15	DISTRIBUTORS LLC ORANGE COUNTY AUTO PARTS CO	384.63	20-APR-15	384.63	Reconciled
357778	16-APR-15	ORANGE COUNTY VECTOR CONTROL DISTRICT	1,178.27	21-APR-15	1,178.27	Reconciled
357779	16-APR-15	PAC RIM ENGINEERING	2,562.50	21-APR-15	2,562.50	Reconciled
357780	16-APR-15	PACIFIC GAS AND ELECTRIC COMPANY	21.91	22-APR-15	21.91	Reconciled
357781	16-APR-15	PACIFIC HYDROTECH CORPORATION	638,345.08	22-APR-15	638,345.08	Reconciled
357782	16-APR-15	PACIFIC HYDROTECH CORPORATION	33,597.11	22-APR-15	33,597.11	Reconciled
357783	16-APR-15	PAPER DEPOT DOCUMENT DESTRUCTION LLC	963.00	24-APR-15	963.00	Reconciled
357784	16-APR-15	PERS LONG TERM CARE	720.46	21-APR-15	720.46	Reconciled

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
357785		16-APR-15	PIVOT INTERIORS INC		136.10	20-APR-15	136.10	Reconciled
357786		16-APR-15	POWER DESIGN		13,166.29	28-APR-15	13,166.29	Reconciled
357787		16-APR-15	PRAXAIR DISTRIBUTION INC		1,086.26	21-APR-15	1,086.26	Reconciled
357788		16-APR-15	PROPS, NICOLE		400.00	23-APR-15	400.00	Reconciled
357789		16-APR-15	PRUDENTIAL OVERALL SUPPLY		8,730.19	21-APR-15	8,730.19	Reconciled
357790		16-APR-15	PTI SAND & GRAVEL INC		1,024.66	21-APR-15	1,024.66	Reconciled
357791		16-APR-15	QUALITY ENVIRONMENTAL CONTAINERS		10,912.99	21-APR-15	10,912.99	Reconciled
357792		16-APR-15	R C FOSTER CORPORATION		197,682.90			Negotiable
357793		16-APR-15	RAINBOW DISPOSAL CO INC		661.32	21-APR-15	661.32	Reconciled
357794		16-APR-15	RAM AIR ENGINEERING INC		22,163.62	23-APR-15	22,163.62	Reconciled
357795		16-APR-15	REACH EMPLOYEE ASSISTANCE INC		893.20	22-APR-15	893.20	Reconciled
357796		16-APR-15	REFRIGERATION SUPPLIES DISTRIBUTOR		856.80	21-APR-15	856.80	Reconciled
357797		16-APR-15	RHEE, BONNY		87.58	28-APR-15	87.58	Reconciled
357798		16-APR-15	RICH, LISA		370.81	21-APR-15	370.81	Reconciled
357799		16-APR-15	RINCON TRUCK CENTER INC.		61.78	20-APR-15	61.78	Reconciled
357800		16-APR-15	S&S SEEDS INC		8,501.44	20-APR-15	8,501.44	Reconciled
357801		16-APR-15	SAN CARLOS APARTMENTS		265.68	24-APR-15	265.68	Reconciled
357802		16-APR-15	SANDERS PAVING INC		9,900.00			Negotiable
357803		16-APR-15	SANTA ANA BLUE PRINT		2,281.48	22-APR-15	2,281.48	Reconciled
357804		16-APR-15	SANTA MARGARITA FORD		4,346.14	20-APR-15	4,346.14	Reconciled
357805		16-APR-15	SANTIAGO AQUEDUCT COMMISSION		6,052.68	22-APR-15	6,052.68	Reconciled
357806		16-APR-15	SCAP		10,114.00			Negotiable

357807	16-APR-15	SCHULER ENGINEERING CORPORATION	32,544.51	22-APR-15	32,544.51	Reconciled
357808	16-APR-15	SCHULER ENGINEERING CORPORATION	92.87	20-APR-15	92.87	Reconciled

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
357809		16-APR-15	SEAL ANALYTICAL INC		16.96	20-APR-15	16.96	Reconciled
357810		16-APR-15	SEPARATION PROCESSES INC		4,320.00	21-APR-15	4,320.00	Reconciled
357811		16-APR-15	SERRANO WATER DISTRICT		93,360.34	24-APR-15	93,360.34	Reconciled
357812		16-APR-15	SHAMROCK SUPPLY CO INC		332.05	20-APR-15	332.05	Reconciled
357813		16-APR-15	SIMI VALLEY LANDFILL AND RECYCLING CENTER		777.49	20-APR-15	777.49	Reconciled
357814		16-APR-15	SIRIUS COMPUTER SOLUTIONS INC		38,939.49	24-APR-15	38,939.49	Reconciled
357815		16-APR-15	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		451.57	23-APR-15	451.57	Reconciled
357816		16-APR-15	SOUTH COAST WATER CO.		40.00	21-APR-15	40.00	Reconciled
357817		16-APR-15	SOUTHERN CALIFORNIA EDISON COMPANY		37,003.72	20-APR-15	37,003.72	Reconciled
357818		16-APR-15	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		434.72	29-APR-15	434.72	Reconciled
357819		16-APR-15	SPARKLETTES		360.00	24-APR-15	360.00	Reconciled
357820		16-APR-15	STANFILL, CINDY		25.30			Negotiable
357821		16-APR-15	STANTEC CONSULTING SERVICES INC.		8,884.00	20-APR-15	8,884.00	Reconciled
357822		16-APR-15	STATE BOARD OF EQUALIZATION		762.00			Negotiable
357823		16-APR-15	STERILIZER TECHNICAL SPECIALISTS LLC		375.00	20-APR-15	375.00	Reconciled
357824		16-APR-15	STERIS CORPORATION		4,453.21	21-APR-15	4,453.21	Reconciled
357825		16-APR-15	SYNAGRO-WWT, INC.		544,099.06	28-APR-15	544,099.06	Reconciled
357826		16-APR-15	TEKDRAULICS		17,918.58	22-APR-15	17,918.58	Reconciled
357827		16-APR-15	TELEDYNE LEEMAN LABS		280.80	24-APR-15	280.80	Reconciled
357828		16-APR-15	TETRA TECH, INC		5,715.00	21-APR-15	5,715.00	Reconciled
357829		16-APR-15	THE GAS COMPANY		824.74	24-APR-15	824.74	Reconciled
357830		16-APR-15	TRENCH SHORING COMPANY		198.23	21-APR-15	198.23	Reconciled
357831		16-APR-15	TROPICAL PLAZA NURSERY INC		778.00	20-APR-15	778.00	Reconciled
357832		16-APR-15	TRUCPARCO		2,487.77	28-APR-15	2,487.77	Reconciled

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
357833		16-APR-15	TRUGREEN LANDCARE		53,531.57	23-APR-15	53,531.57	Reconciled
357834		16-APR-15	ULTRA SCIENTIFIC		472.45	21-APR-15	472.45	Reconciled
357835		16-APR-15	UNITED PARCEL SERVICE INC		43.04	21-APR-15	43.04	Reconciled
357836		16-APR-15	UPDEGRAFF, LINDA		28.27	21-APR-15	28.27	Reconciled
357837		16-APR-15	VERIZON CALIFORNIA INC		315.50	21-APR-15	315.50	Reconciled
357838		16-APR-15	VERIZON WIRELESS SERVICES LLC		967.71	24-APR-15	967.71	Reconciled
357839		16-APR-15	VWR INTERNATIONAL, LLC		1,079.66	22-APR-15	1,079.66	Reconciled
357840		16-APR-15	WALTERS WHOLESALE ELECTRIC		1,177.53	21-APR-15	1,177.53	Reconciled
357841		16-APR-15	WALTERS WHOLESALE ELECTRIC		862.93	21-APR-15	862.93	Reconciled
357842		16-APR-15	WAXIE'S ENTERPRISES, INC		272.40	23-APR-15	272.40	Reconciled
357843		16-APR-15	WEAVER, KARISSA		142.82			Negotiable
357844		16-APR-15	WECK LABORATORIES INC		3,075.00	22-APR-15	3,075.00	Reconciled
357845		16-APR-15	WESTERN		2,251.00	24-APR-15	2,251.00	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
357846	16-APR-15	16-APR-15	EXTERMINATOR COMPANY WESTERN SAFETY PRODUCTS INC		2,198.48	22-APR-15	2,198.48	Reconciled
357847	16-APR-15	16-APR-15	WHITE, DORIS		74.99	27-APR-15	74.99	Reconciled
357848	16-APR-15	16-APR-15	YORKE ENGINEERING LLC		4,636.25	20-APR-15	4,636.25	Reconciled
357849	16-APR-15	16-APR-15	YP LLC		122.00	21-APR-15	122.00	Reconciled
357850	17-APR-15	17-APR-15	MARVIN GARDENS LLC N BEA		89.96	17-APR-15	89.96	Reconciled
357851	17-APR-15	17-APR-15	MORRISROE, EDWARD PURCHASE		202.25	24-APR-15	202.25	Reconciled
357852	17-APR-15	17-APR-15	ORANGE COUNTY FIREPAY PROTECTION		2,028.00	22-APR-15	2,028.00	Reconciled
357853	20-APR-15	20-APR-15	COSTCO WHOLESALE ISSAQUAH CORPORATION		10,580.22	22-APR-15	10,580.22	Reconciled
357854	20-APR-15	20-APR-15	BILINGUAL TRAININGPURCHASE INSTITUTE		3,820.00	24-APR-15	3,820.00	Reconciled
357855	23-APR-15	23-APR-15	COUNTY OF ORANGE PURCHASE C/O DALEY & HEFT		7,500.00			Negotiable
357856	23-APR-15	23-APR-15	Garcia, Alejandro (Alex)		80.00			Negotiable
357857	23-APR-15	23-APR-15	Degortari, Enrique		300.00			Negotiable
357858	23-APR-15	23-APR-15	Blaska, Erika M (Erika)		1,200.00	23-APR-15	1,200.00	Reconciled

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
357859	23-APR-15	23-APR-15	Vargas, Gabriel A (Gabriel)		140.00	23-APR-15	140.00	Reconciled
357860	23-APR-15	23-APR-15	Ronin, Gretchen C (Gretchen)		123.66			Negotiable
357861	23-APR-15	23-APR-15	Moeder, Jacob J (Jacob)		61.30			Negotiable
357862	23-APR-15	23-APR-15	La, Jason (Jason)		814.76	27-APR-15	814.76	Reconciled
357863	23-APR-15	23-APR-15	Tobar, Javier M (Javier)		49.20	27-APR-15	49.20	Reconciled
357864	23-APR-15	23-APR-15	Tettemer, John M (Mark)		118.48			Negotiable
357865	23-APR-15	23-APR-15	Welch, Kelly A (Kellie)		51.09	24-APR-15	51.09	Reconciled
357866	23-APR-15	23-APR-15	Bonkowski, Leslie A (Leslie)		270.82	24-APR-15	270.82	Reconciled
357867	23-APR-15	23-APR-15	Stuvick, Lindsey R		189.80	27-APR-15	189.80	Reconciled
357868	23-APR-15	23-APR-15	Lewis, Lyndy R		426.20			Negotiable
357869	23-APR-15	23-APR-15	Ashby, Robert L (Rob)		156.00			Negotiable
357870	23-APR-15	23-APR-15	Norman, Tammy		252.98			Negotiable
357871	23-APR-15	23-APR-15	Bonkowski, Thomas J (Thomas)		28.87	24-APR-15	28.87	Reconciled
357872	23-APR-15	23-APR-15	COUNTY OF ORANGE AT&T	SANTA ANA CAROL STREAM 2	2,016.00	27-APR-15	2,016.00	Reconciled
357874	23-APR-15	23-APR-15	3M COMPANY		123.04	27-APR-15	123.04	Reconciled
357875	23-APR-15	23-APR-15	A & V CONTRACTORS INC		48,719.00			Negotiable
357876	23-APR-15	23-APR-15	ACCURATE MEASUREMENT SYSTEMS INC		7,958.41	29-APR-15	7,958.41	Reconciled
357877	23-APR-15	23-APR-15	AFLAC		314.54			Negotiable
357878	23-APR-15	23-APR-15	AFLAC		6,647.54			Negotiable
357879	23-APR-15	23-APR-15	AIM PROPERTIES		87.54			Negotiable
357880	23-APR-15	23-APR-15	AIRGAS-WEST, INC.		1,487.83	27-APR-15	1,487.83	Reconciled
357881	23-APR-15	23-APR-15	ALCORN FENCE COMPANY		2,495.00	27-APR-15	2,495.00	Reconciled
357882	23-APR-15	23-APR-15	AMERICAN INNOTEK INC		382.58	29-APR-15	382.58	Reconciled
357883	23-APR-15	23-APR-15	ANDERSONPENNA PARTNERS, INC		13,632.50			Negotiable
357884	23-APR-15	23-APR-15	APPLIED TECHNOLOGY GROUP INC		13,750.63			Negotiable
357885	23-APR-15	23-APR-15	ARCADIS U.S., INC.		98,989.61			Negotiable
357886	23-APR-15	23-APR-15	AT&T		48.36	27-APR-15	48.36	Reconciled
357887	23-APR-15	23-APR-15	AT&T		3,537.82	28-APR-15	3,537.82	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								
357888	23-APR-15	23-APR-15	AT&T		49.81	29-APR-15	49.81	Reconciled
357889	23-APR-15	23-APR-15	AT&T		7,251.89	28-APR-15	7,251.89	Reconciled
357890	23-APR-15	23-APR-15	AUTOZONE PARTS,		4.49	29-APR-15	4.49	Reconciled

357891	23-APR-15	INC. BANK OF NEW YORK MELLON TRUST COMPANY NA	1,425.00	29-APR-15	1,425.00	Reconciled
357892	23-APR-15	BARTEL ASSOCIATES, LLC	4,207.50	27-APR-15	4,207.50	Reconciled
357893	23-APR-15	BAVCO BACKFLOW APPARATUS & VALVE COMPANY	138.55	27-APR-15	138.55	Reconciled
357894	23-APR-15	BELL TOWER FLORIST & GIFTS	90.66			Negotiable
357895	23-APR-15	BLAIRS TOWING INC	241.00			Negotiable
357896	23-APR-15	BORCHARD SURVEYING & MAPPING, INC.	1,907.50			Negotiable
357897	23-APR-15	BOYD & ASSOCIATES	390.00	27-APR-15	390.00	Reconciled
357898	23-APR-15	BURKE, WILLIAMS & SORENSEN, LLP	162.50	28-APR-15	162.50	Reconciled
357899	23-APR-15	C WELLS PIPELINE MATERIALS INC	544.32			Negotiable
357900	23-APR-15	CABELA'S MARKETING AND BRAND MANAGEMENT INC	206.82	28-APR-15	206.82	Reconciled
357901	23-APR-15	CALIFORNIA BARRICADE INC	4,248.96	28-APR-15	4,248.96	Reconciled
357902	23-APR-15	CANON FINANCIAL SERVICES, INC	295.92	28-APR-15	295.92	Reconciled
357903	23-APR-15	CANON SOLUTIONS AMERICA, INC.	4,059.90	27-APR-15	4,059.90	Reconciled
357904	23-APR-15	CHEM TECH INTERNATIONAL INC	5,068.80			Negotiable
357905	23-APR-15	CHIN, DELIA	416.59			Negotiable
357906	23-APR-15	CHRISTY, DAN	486.53			Negotiable
357907	23-APR-15	CITIGROUP GLOBAL MARKETS INC.	2,626.03	29-APR-15	2,626.03	Reconciled
357908	23-APR-15	CITY OF NEWPORT BEACH	1,305.77			Negotiable
357909	23-APR-15	CIVILSOURCE, INC.	18,032.00			Negotiable
357910	23-APR-15	CLA-VAL COMPANY	2,451.11	28-APR-15	2,451.11	Reconciled
357911	23-APR-15	CLEAN ENERGY	1,225.62	28-APR-15	1,225.62	Reconciled
357912	23-APR-15	CLEARWATER PIPELINE INC	702.98	28-APR-15	702.98	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 22
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
357913		23-APR-15	COLONIAL LIFE & ACCIDENT INSURANCE CO.		1,259.79			Negotiable
357914		23-APR-15	COX COMMUNICATIONS		109.00	27-APR-15	109.00	Reconciled
357915		23-APR-15	CREATIVE ALLIANCE GROUP LLC		4,564.41	27-APR-15	4,564.41	Reconciled
357916		23-APR-15	CREDENTIAL CHECK CORPORATION		476.02	27-APR-15	476.02	Reconciled
357917		23-APR-15	CROCKER & CROCKER		18,211.57			Negotiable
357918		23-APR-15	CZARNOTA, MICHELLE		134.72			Negotiable
357919		23-APR-15	DCSE INC		6,245.00	27-APR-15	6,245.00	Reconciled
357920		23-APR-15	EAST ORANGE COUNTY WATER DISTRICT		76,183.09	29-APR-15	76,183.09	Reconciled
357921		23-APR-15	EFTEKHARIAN, SEPEHR		29.55			Negotiable
357922		23-APR-15	EMA INC		2,310.00	27-APR-15	2,310.00	Reconciled
357923		23-APR-15	EXECUTIVE LIGHTING & ELECTRIC		1,925.79	27-APR-15	1,925.79	Reconciled
357924		23-APR-15	FANG, BRIAN		16.73			Negotiable
357925		23-APR-15	FEDEX		246.38	28-APR-15	246.38	Reconciled
357926		23-APR-15	FERNANDES, NEYCHELLE		24.17	29-APR-15	24.17	Reconciled
357927		23-APR-15	FIRST CHOICE SERVICES		967.35	28-APR-15	967.35	Reconciled
357928		23-APR-15	FISHER SCIENTIFIC COMPANY LLC		15,778.77			Negotiable
357929		23-APR-15	FLAMMANG, JANE		25.05			Negotiable
357930		23-APR-15	FORESTRY SUPPLIERS INC		236.20	27-APR-15	236.20	Reconciled
357931		23-APR-15	GANAHL LUMBER CO.		1,607.27	29-APR-15	1,607.27	Reconciled
357932		23-APR-15	GENERAL PUMP COMPANY INC		36,718.36			Negotiable
357933		23-APR-15	GEORGE YARDLEY CO INC		874.09	27-APR-15	874.09	Reconciled
357934		23-APR-15	GOHLICH, ASHLEY		44.59	27-APR-15	44.59	Reconciled
357935		23-APR-15	GRAINGER		1,124.39	27-APR-15	1,124.39	Reconciled
357936		23-APR-15	GRAYBAR ELECTRIC COMPANY		5,506.41	27-APR-15	5,506.41	Reconciled
357937		23-APR-15	HACH COMPANY		16,636.61			Negotiable
357938		23-APR-15	HARMSWORTH ASSOCIATES		4,645.00	28-APR-15	4,645.00	Reconciled
357939		23-APR-15	HARRINGTON INDUSTRIAL		5,825.37	27-APR-15	5,825.37	Reconciled

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

PLASTICS LLC
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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
357940		23-APR-15	HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY		132.24			Negotiable
357941		23-APR-15	HELPMATES STAFFING SERVICES		448.20	27-APR-15	448.20	Reconciled
357942		23-APR-15	HILL BROTHERS CHEMICAL COMPANY		17,922.05			Negotiable
357943		23-APR-15	HOME DEPOT USA INC		303.79	29-APR-15	303.79	Reconciled
357944		23-APR-15	HSG INC		1,536.00	27-APR-15	1,536.00	Reconciled
357945		23-APR-15	IBM CORPORATION		4,935.00	29-APR-15	4,935.00	Reconciled
357946		23-APR-15	II FUELS INC		6,985.76	27-APR-15	6,985.76	Reconciled
357947		23-APR-15	INFOSYS LIMITED		66,111.00			Negotiable
357948		23-APR-15	ION WAVE TECHNOLOGIES, INC.		18,500.00			Negotiable
357949		23-APR-15	IRVINE PIPE & SUPPLY INC		460.85	27-APR-15	460.85	Reconciled
357950		23-APR-15	IRWD-PETTY CASH CUSTODIAN		1,029.21	27-APR-15	1,029.21	Reconciled
357951		23-APR-15	JACOBS PROJECT MANAGEMENT CO.		35,000.00			Negotiable
357952		23-APR-15	JOSHUA GRADING & EXCAVATING		815.80			Negotiable
357953		23-APR-15	JRH CONSTRUCTION		209.17	28-APR-15	209.17	Reconciled
357954		23-APR-15	KELLY FIRE PROTECTION INC		963.07	27-APR-15	963.07	Reconciled
357955		23-APR-15	KIM, SONGJA		74.13			Negotiable
357956		23-APR-15	KIM, SUSAN		36.86			Negotiable
357957		23-APR-15	KRAUS CONSTRUCTION, INC		559.97			Negotiable
357958		23-APR-15	LCS TECHNOLOGIES, INC.		5,500.00			Negotiable
357959		23-APR-15	LEE & RO, INC.		8,386.00	28-APR-15	8,386.00	Reconciled
357960		23-APR-15	LGC GEOTECHNICAL, INC.		8,983.50	27-APR-15	8,983.50	Reconciled
357961		23-APR-15	LOPEZ, ALEXANDRIA		55.26			Negotiable
357962		23-APR-15	LOWE'S HIW INC. (HOME IMPROVEMENT WAREHOUSE)		340.03	29-APR-15	340.03	Reconciled
357963		23-APR-15	MARIPOSA MAINTENANCE ASSOC		545.21	27-APR-15	545.21	Reconciled
357964		23-APR-15	MARVIN GARDENS LLC		2,593.70	23-APR-15	2,593.70	Reconciled
357965		23-APR-15	MAUREEN SASSOON		1,641.00	28-APR-15	1,641.00	Reconciled
357966		23-APR-15	MC FADDEN-DALE INDUSTRIAL		84.46	28-APR-15	84.46	Reconciled
357967		23-APR-15	MC MASTER CARR SUPPLY CO		51.50	28-APR-15	51.50	Reconciled

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

PLASTICS LLC
 Payment Register For 01-APR-15 To 30-APR-15
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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
357968		23-APR-15	MC MASTER CARR SUPPLY CO		859.51	28-APR-15	859.51	Reconciled
357969		23-APR-15	MCMURRAY STERN, INC.		3,619.09	28-APR-15	3,619.09	Reconciled
357970		23-APR-15	MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED		25,331.92			Negotiable
357971		23-APR-15	METROPOLITAN LIFE INSURANCE CO		304.53			Negotiable
357972		23-APR-15	MILLER, CHRISTINE		135.18	29-APR-15	135.18	Reconciled
357973		23-APR-15	MIRZA, RIAZ		427.71			Negotiable
357974		23-APR-15	MOBILE MODULAR MANAGEMENT CORPORATION		972.00	29-APR-15	972.00	Reconciled
357975		23-APR-15	MUNICIPAL MAINTENANCE EQUIPMENT INC		3,967.43	27-APR-15	3,967.43	Reconciled
357976		23-APR-15	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY		31,981.37			Negotiable
357977		23-APR-15	NAM, KIWON		57.01			Negotiable
357978		23-APR-15	NATIONAL BUSINESS FURNITURE, LLC		2,755.60	27-APR-15	2,755.60	Reconciled
357979		23-APR-15	NATIONAL READY MIXED CONCRETE CO.		2,063.36	27-APR-15	2,063.36	Reconciled
357980		23-APR-15	NAVIGANT		27,941.24			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
357981		23-APR-15	CONSULTING, INC NEPTUNE TECHNOLOGY GROUP, INC.		50,855.04			Negotiable
357982		23-APR-15	NMG GEOTECHNICAL INC		4,921.60	29-APR-15	4,921.60	Reconciled
357983		23-APR-15	OLIN CORPORATION		23,028.43			Negotiable
357984		23-APR-15	ONESOURCE DISTRIBUTORS LLC		17,569.48			Negotiable
357985		23-APR-15	ORANGE COUNTY PUMPING, INC.		450.00			Negotiable
357986		23-APR-15	ORANGE COUNTY SANITATION DISTRICT		301,963.13			Negotiable
357987		23-APR-15	OUTSOURCE TECHNICAL LLC		39,192.00			Negotiable
357988		23-APR-15	PACIFIC COAST BOLT CORP		434.40	28-APR-15	434.40	Reconciled
357989		23-APR-15	PAYNE & FEARS LLP		2,835.50	28-APR-15	2,835.50	Reconciled
357990		23-APR-15	PINNACLE EXHIBITS, INC.		15,855.00			Negotiable

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
357991		23-APR-15	PINNACLE TOWERS LLC		640.42	29-APR-15	640.42	Reconciled
357992		23-APR-15	POWELL CONSTRUCTORS INC		1,047.08			Negotiable
357993		23-APR-15	PRAXAIR DISTRIBUTION INC		224.22	28-APR-15	224.22	Reconciled
357994		23-APR-15	PRE-PAID LEGAL SERVICES INC		1,458.63			Negotiable
357995		23-APR-15	PSB INTEGRATED MARKETING		3,059.50	27-APR-15	3,059.50	Reconciled
357996		23-APR-15	PTI SAND & GRAVEL INC		855.84			Negotiable
357997		23-APR-15	RALPH ANDERSEN & ASSOCIATES		750.00			Negotiable
357998		23-APR-15	RBF CONSULTING		9,145.05	27-APR-15	9,145.05	Reconciled
357999		23-APR-15	REFRIGERATION SUPPLIES DISTRIBUTOR		157.85	28-APR-15	157.85	Reconciled
358000		23-APR-15	ROBERT E. BYRNE COMPANY		2,571.34	28-APR-15	2,571.34	Reconciled
358001		23-APR-15	ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT		357,530.18			Negotiable
358002		23-APR-15	SAFETY-KLEEN SYSTEMS, INC		35.00	29-APR-15	35.00	Reconciled
358003		23-APR-15	SANTA MARGARITA FORD		535.91	28-APR-15	535.91	Reconciled
358004		23-APR-15	SECURTEC DISTRICT PATROL, INC.		10,600.00			Negotiable
358005		23-APR-15	SERRANO SANDCASTLE CONDO ASSN		780.45	27-APR-15	780.45	Reconciled
358006		23-APR-15	SHAMROCK SUPPLY CO INC		306.17	27-APR-15	306.17	Reconciled
358007		23-APR-15	SHOPSABRE		6,575.00	27-APR-15	6,575.00	Reconciled
358008		23-APR-15	SIGMA-ALDRICH INC		142.53	28-APR-15	142.53	Reconciled
358009		23-APR-15	SNT PARTNERSHIP		11.65			Negotiable
358010		23-APR-15	SOHN, CHUL		660.57			Negotiable
358011		23-APR-15	SOUTH COAST WATER CO.		151.68	28-APR-15	151.68	Reconciled
358012		23-APR-15	SOUTHERN CALIFORNIA EDISON COMPANY		276,597.26	28-APR-15	276,597.26	Reconciled
358013		23-APR-15	SOUTHERN COUNTIES LUBRICANTS LLC		1,512.49	28-APR-15	1,512.49	Reconciled
358014		23-APR-15	SPATIAL WAVE, INC.		17,056.00			Negotiable

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
358015		23-APR-15	STATE BOARD OF EQUALIZATION		1,793.00			Negotiable
358016		23-APR-15	STRADLING YOCCA CARLSON & RAUTH		27,000.00			Negotiable
358017		23-APR-15	STRAIGHT-LINE SOLUTIONS		1,371.65	29-APR-15	1,371.65	Reconciled
358018		23-APR-15	SUN-STAR ELECTRIC, INC.		28,271.93			Negotiable

358019	23-APR-15	TESTAMERICA LABORATORIES, INC	200.00	27-APR-15	200.00	Reconciled
358020	23-APR-15	THE CAPITAL GROUP COMPANIES	3,758.53			Negotiable
358021	23-APR-15	THE GAS COMPANY	1,177.60			Negotiable
358022	23-APR-15	THOMPSON, SCOTT	35.25	28-APR-15	35.25	Reconciled
358023	23-APR-15	TIC-IPG-COMMON	5,007.66	28-APR-15	5,007.66	Reconciled
358024	23-APR-15	TIC-SPECTRUM OFFICE	295.32	28-APR-15	295.32	Reconciled
358025	23-APR-15	TROPICAL PLAZA NURSERY INC	40,110.25			Negotiable
358026	23-APR-15	TRUGREEN LANDCARE	276.47	27-APR-15	276.47	Reconciled
358027	23-APR-15	U.S. HEALTHWORKS MEDICAL GROUP, P.C.	130.00	27-APR-15	130.00	Reconciled
358028	23-APR-15	UNITED PARCEL SERVICE INC	33.34	28-APR-15	33.34	Reconciled
358029	23-APR-15	URS CORPORATION	3,781.87	27-APR-15	3,781.87	Reconciled
358030	23-APR-15	US BANK NAT'L ASSOC N.DAKOTA	11,650.68			Negotiable
358031	23-APR-15	VERIZON CALIFORNIA INC	467.69	28-APR-15	467.69	Reconciled
358032	23-APR-15	VHOU, ZHIQIANG	10.73			Negotiable
358033	23-APR-15	VWR INTERNATIONAL, LLC	1,298.17	29-APR-15	1,298.17	Reconciled
358034	23-APR-15	WACO FILTERS CORPORATION	7,091.33	28-APR-15	7,091.33	Reconciled
358035	23-APR-15	WALTERS WHOLESALE ELECTRIC	71.66	28-APR-15	71.66	Reconciled
358036	23-APR-15	WATERLINE TECHNOLOGIES INC	3,836.84	27-APR-15	3,836.84	Reconciled
358037	23-APR-15	WAXIE'S ENTERPRISES, INC	2,788.30			Negotiable
358038	23-APR-15	WEST & SYLVESTER ELECTRICAL	5,390.00	28-APR-15	5,390.00	Reconciled
358039	23-APR-15	WESTERN EXTERMINATOR COMPANY	7,260.50			Negotiable

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
358040		23-APR-15	WESTERN WATER WORKS SUPPLY COMPANY		986.26	27-APR-15	986.26	Reconciled
358041		23-APR-15	YOON, HYEYEON		130.67			Negotiable
358042		27-APR-15	DIRECTV INC	LOS ANGELES	231.96	29-APR-15	231.96	Reconciled
358043		30-APR-15	Nieto, Agustin		54.05			Negotiable
358044		30-APR-15	Mossbarger, Anthony J (Tony)		39.94			Negotiable
358045		30-APR-15	Doyle, Earl W		90.00			Negotiable
358046		30-APR-15	Davis, Jennifer R (Jennifer)		35.32			Negotiable
358047		30-APR-15	Jones, Morgan		272.68			Negotiable
358048		30-APR-15	Habiger, Steve Jr (Steve)		175.43			Negotiable
358049		30-APR-15	Koenig, Timothy (Tim)		178.71			Negotiable
358050		30-APR-15	Wright, Wayne H (Wayne)		160.40			Negotiable
358051		30-APR-15	A&A WIPING CLOTH CO		682.56			Negotiable
358052		30-APR-15	ADS LLC		700.00			Negotiable
358053		30-APR-15	ALLERGAN		18,965.08			Negotiable
358054		30-APR-15	ALONSO-RASKOVICH, EVA		75.90			Negotiable
358055		30-APR-15	ALPHA TRAFFIC SERVICES, INC.		1,140.00			Negotiable
358056		30-APR-15	ALSTON & BIRD LLP		1,030.00			Negotiable
358057		30-APR-15	AMJADI, SAYEDEH S		513.76			Negotiable
358058		30-APR-15	ANDERSONPENNA PARTNERS, INC		15,286.25			Negotiable
358059		30-APR-15	ANTHONY N. LARSEN		400.00			Negotiable
358060		30-APR-15	AT&T		179.78			Negotiable
358061		30-APR-15	AVALLONE, JAN M		320.83			Negotiable
358062		30-APR-15	AZARAFZA, MONA		136.23			Negotiable
358063		30-APR-15	BEST DRILLING & PUMP INC		1,232.38			Negotiable
358064		30-APR-15	BILL'S SWEEPING SERVICE INC		1,035.00			Negotiable
358065		30-APR-15	BIOMAGIC INC		9,396.86			Negotiable
358066		30-APR-15	BLACK & VEATCH CORPORATION		369,358.35			Negotiable
358067		30-APR-15	BLAKE, JENNIFER		24.96			Negotiable
358068		30-APR-15	BRANDON M. ARANT		80.00			Negotiable
358069		30-APR-15	BRYCE, JOHN		38.81			Negotiable

IRWD Ledger Payment Register For 01-APR-15 To 30-APR-15 Report Date: 01-MAY-2015 18:13

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

Account: Checking AP and PR Page: 28
 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								
358070		30-APR-15	C WELLS PIPELINE MATERIALS INC		40,135.29			Negotiable
358071		30-APR-15	CALIFORNIA BARRICADE INC		7,393.94			Negotiable
358072		30-APR-15	CANON FINANCIAL SERVICES, INC		304.56			Negotiable
358073		30-APR-15	CANON SOLUTIONS AMERICA, INC.		407.01			Negotiable
358074		30-APR-15	CANON SOLUTIONS AMERICA, INC.		4,730.94			Negotiable
358075		30-APR-15	CAROLLO ENGINEERS, INC		150,160.99			Negotiable
358076		30-APR-15	CENTEXT LEGAL SERVICES, LLC		2,625.00			Negotiable
358077		30-APR-15	CH2M HILL, INC		38,984.97			Negotiable
358078		30-APR-15	CHETKIN, DAVID		45.00			Negotiable
358079		30-APR-15	CITY OF ORANGE		143.80			Negotiable
358080		30-APR-15	CLEAN ENERGY		1,028.13			Negotiable
358081		30-APR-15	CLEARINGHOUSE		477.67			Negotiable
358082		30-APR-15	COMPUCOM SYSTEMS, INC.		1,690.65			Negotiable
358083		30-APR-15	COX COMMUNICATIONS		113.11			Negotiable
358084		30-APR-15	CR & R INCORPORATED		197.82			Negotiable
358085		30-APR-15	CUMMINS PACIFIC, LLC		561.18			Negotiable
358086		30-APR-15	D & H WATER SYSTEMS INC.		573.24			Negotiable
358087		30-APR-15	DATA CLEAN CORPORATION		513.25			Negotiable
358088		30-APR-15	DETECTION INSTRUMENTS CORP		1,273.25			Negotiable
358089		30-APR-15	DMS FACILITY SERVICES, INC.		16,405.00			Negotiable
358090		30-APR-15	DOUGLAS ENVIRONMENTAL GROUP INC		2,340.00			Negotiable
358091		30-APR-15	DUDEK		6,977.50			Negotiable
358092		30-APR-15	EDUCATIONAL CREDIT MANAGEMENT CORPORATION		199.71			Negotiable
358093		30-APR-15	ENGINEERING RESOURCES		7,500.00			Negotiable
358094		30-APR-15	ENVIRONMENTAL RESOURCE ASSOCIATES		612.05			Negotiable

IRWD Ledger Payment Register For 01-APR-15 To 30-APR-15 Report Date: 01-MAY-2015 18:13
 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								
358095		30-APR-15	EXECUTIVE LIGHTING & ELECTRIC		1,834.70			Negotiable
358096		30-APR-15	FEDEX		401.21			Negotiable
358097		30-APR-15	FERGUSON ENTERPRISES, INC.		44,504.42			Negotiable
358098		30-APR-15	FIRST CHOICE SERVICES		214.12			Negotiable
358099		30-APR-15	FISHER SCIENTIFIC COMPANY LLC		6,143.30			Negotiable
358100		30-APR-15	FLOW SCIENCE INCORPORATED		4,310.40			Negotiable
358101		30-APR-15	FORESTRY SUPPLIERS INC		3,559.84			Negotiable
358102		30-APR-15	FRANCHISE TAX BOARD		45.00			Negotiable
358103		30-APR-15	GM SAGER CONSTRUCTION CO, INC.		14,350.00			Negotiable
358104		30-APR-15	GRAINGER		562.03			Negotiable
358105		30-APR-15	GRAYBAR ELECTRIC COMPANY		503.39			Negotiable
358106		30-APR-15	HDR ENGINEERING INC		33,708.15			Negotiable
358107		30-APR-15	HELPMATES STAFFING SERVICES		926.40			Negotiable
358108		30-APR-15	HERITAGE FIELDS EL TORO, LLC		549,527.51			Negotiable
358109		30-APR-15	HERTZ EQUIPMENT		414.18			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
358110		30-APR-15	RENTAL HILL BROTHERS CHEMICAL COMPANY		1,340.20			Negotiable
358111		30-APR-15	HOME DEPOT USA INC		137.11			Negotiable
358112		30-APR-15	IDEXX DISTRIBUTION, INC		7,274.06			Negotiable
358113		30-APR-15	II FUELS INC		22,968.55			Negotiable
358114		30-APR-15	INDUSTRIAL METAL SUPPLY CO		219.24			Negotiable
358115		30-APR-15	IRVINE COMMUNITY DEVELOPMENT COMPANY LLC		77,263.33			Negotiable
358116		30-APR-15	IRVINE PIPE & SUPPLY INC		2,815.74			Negotiable
358117		30-APR-15	IRWD EMPLOYEE ASSOCIATION		760.00			Negotiable
358118		30-APR-15	JCI JONES CHEMICALS INC		5,505.50			Negotiable

IRWD Ledger Payment Register For 01-APR-15 To 30-APR-15 Report Date: 01-MAY-2015 18:13
 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								
358119		30-APR-15	KEETON, STEVEN		186.39			Negotiable
358120		30-APR-15	LA HABRA FENCE COMPANY INC		7,458.00			Negotiable
358121		30-APR-15	LAGUNA BEACH COUNTY WATER DISTRICT		4,140.68			Negotiable
358122		30-APR-15	LANG, RANDY		1,127.71			Negotiable
358123		30-APR-15	LAU, PAMELA		510.20			Negotiable
358124		30-APR-15	LEE, JENNY		88.01			Negotiable
358125		30-APR-15	LGC GEOTECHNICAL, INC.		3,096.25			Negotiable
358126		30-APR-15	LIANG, I-CHI HO		71.67			Negotiable
358127		30-APR-15	LUBRICATION ENGINEERS, INC.		4,412.16			Negotiable
358128		30-APR-15	MAIN ELECTRIC SUPPLY COMPANY LLC		1,210.80			Negotiable
358129		30-APR-15	MC MASTER CARR SUPPLY CO		2,505.39			Negotiable
358130		30-APR-15	MCR TECHNOLOGIES INC		11,917.08			Negotiable
358131		30-APR-15	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY		750.00			Negotiable
358132		30-APR-15	MUSICH, LISA		83.23			Negotiable
358133		30-APR-15	NATIONAL BUSINESS FURNITURE, LLC		394.26			Negotiable
358134		30-APR-15	NATIONAL READY MIXED CONCRETE CO.		1,982.80			Negotiable
358135		30-APR-15	NEWPORT BEACH CHAMBER OF COMMERCE		2,500.00			Negotiable
358136		30-APR-15	NINYO & MOORE		24,173.25			Negotiable
358137		30-APR-15	NMG GEOTECHNICAL INC		34,270.90			Negotiable
358138		30-APR-15	OLIN CORPORATION		8,654.12			Negotiable
358139		30-APR-15	ONESOURCE DISTRIBUTORS LLC		2,647.62			Negotiable
358140		30-APR-15	ORANGE COUNTY SANITATION DISTRICT		1,500.00			Negotiable
358141		30-APR-15	PACIFIC COAST BOLT CORP		1,806.50			Negotiable
358142		30-APR-15	PACIFIC TECHNICAL EQUIPMENT AND ENGINEERING, INC.		919.47			Negotiable
358143		30-APR-15	PARKHOUSE TIRE INC		1,191.97			Negotiable

IRWD Ledger Payment Register For 01-APR-15 To 30-APR-15 Report Date: 01-MAY-2015 18:13
 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								
358144		30-APR-15	PERS LONG TERM CARE		720.46			Negotiable
358145		30-APR-15	PINNACLE LANDSCAPE COMPANY		6,560.00			Negotiable
358146		30-APR-15	PRAXAIR DISTRIBUTION INC		781.90			Negotiable
358147		30-APR-15	PRO GROWERS INC		2,551.18			Negotiable
358148		30-APR-15	PROGRESSIVE WATER TREATMENT INC		9,100.18			Negotiable

358149	30-APR-15	PUENTE HILLS POWER CENTER	799.17	Negotiable
358150	30-APR-15	QUALITY LAWN SERVICE	450.00	Negotiable
358151	30-APR-15	QUINCY COMPRESSOR LLC	3,682.65	Negotiable
358152	30-APR-15	RALPH ANDERSEN & ASSOCIATES	2,000.00	Negotiable
358153	30-APR-15	RAM AIR ENGINEERING INC	3,996.25	Negotiable
358154	30-APR-15	RBF CONSULTING	798.00	Negotiable
358155	30-APR-15	RIDDER, CYNDI	4,898.52	Negotiable
358156	30-APR-15	SANDERS PAVING INC	24,977.00	Negotiable
358157	30-APR-15	SANTA ANA BLUE PRINT	1,647.24	Negotiable
358158	30-APR-15	SANTA MARGARITA WATER DISTRICT	12,569.04	Negotiable
358159	30-APR-15	SCIENTIFIC REFRIGERATION	673.00	Negotiable
358160	30-APR-15	SHAMROCK SUPPLY CO INC	1,450.03	Negotiable
358161	30-APR-15	SIGMA-ALDRICH INC	511.05	Negotiable
358162	30-APR-15	SIRIUS COMPUTER SOLUTIONS INC	10,348.19	Negotiable
358163	30-APR-15	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	1,450.08	Negotiable
358164	30-APR-15	SOUTH COAST ANSWERING SERVICE	748.84	Negotiable
358165	30-APR-15	SOUTH ORANGE COUNTY WASTEWATER AUTHORITY	63,740.75	Negotiable
358166	30-APR-15	SOUTHERN CALIFORNIA EDISON COMPANY	99,835.93	Negotiable

IRWD Ledger Payment Register For 01-APR-15 To 30-APR-15 Report Date: 01-MAY-2015 18:13
 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								
358167		30-APR-15	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		911.68			Negotiable
358168		30-APR-15	STATE WATER RESOURCES CONTROL BOARD		25,224.96			Negotiable
358169		30-APR-15	TESTAMERICA LABORATORIES, INC		795.00			Negotiable
358170		30-APR-15	THE EASTWOOD COMPANY		279.25			Negotiable
358171		30-APR-15	THE GAS COMPANY		3,438.37			Negotiable
358172		30-APR-15	THE IRVINE COMPANY LLC		1,967.66			Negotiable
358173		30-APR-15	THOMAS HARDER & CO		6,407.50			Negotiable
358174		30-APR-15	TRI POINTE CONTRACTORS		206.61			Negotiable
358175		30-APR-15	TRIPAC MARKETING INC		822.45			Negotiable
358176		30-APR-15	TROPICAL PLAZA NURSERY INC		6,487.23			Negotiable
358177		30-APR-15	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		972.00			Negotiable
358178		30-APR-15	UNITED PARCEL SERVICE INC		35.05			Negotiable
358179		30-APR-15	UNITED SITE SERVICES OF CALIFORNIA INC		456.93			Negotiable
358180		30-APR-15	US BANK NAT'L ASSOCIATION NORTH DAKOTA		59,230.27			Negotiable
358181		30-APR-15	USA BLUEBOOK		1,296.27			Negotiable
358182		30-APR-15	VAN WAGNER AIRSHIP GROUP		844.96			Negotiable
358183		30-APR-15	VAUGHAN'S INDUSTRIAL REPAIR CO INC		872.00			Negotiable
358184		30-APR-15	VCI CONSTRUCTION INC		3,950.00			Negotiable
358185		30-APR-15	VERIZON CALIFORNIA INC		97.83			Negotiable
358186		30-APR-15	VERTECH INDUSTRIAL SYSTEMS, LLC		31,175.45			Negotiable

IRWD Ledger Payment Register For 01-APR-15 To 30-APR-15 Report Date: 01-MAY-2015 18:13
 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 CHECK								
358187		30-APR-15	VISION TECHNOLOGY SOLUTIONS, LLC DBA VISION INTERNET PROVIDERS		5,811.00			Negotiable
358188		30-APR-15	WATERLINE TECHNOLOGIES INC		4,678.90			Negotiable
358189		30-APR-15	WAXIE'S ENTERPRISES, INC		1,208.96			Negotiable
358190		30-APR-15	WECK LABORATORIES INC		1,225.00			Negotiable
358191		30-APR-15	WESTERN AV		3,813.98			Negotiable
358192		30-APR-15	WESTERN WATER WORKS SUPPLY COMPANY		837.90			Negotiable
358193		30-APR-15	WILLIAMS, ROBERT		18.43			Negotiable
358194		30-APR-15	WISCONSIN STATE LABORATORY OF HYGENE		600.00			Negotiable
358195		30-APR-15	XYLEM WATER SOLUTIONS USA INC		5,179.70			Negotiable
358196		30-APR-15	YEE, JOSEPH		76.45			Negotiable
358197		30-APR-15	YORK INSURANCE SERVICES GROUP INC - CA		7,936.25			Negotiable
358198		30-APR-15	ZEBRON CONTRACTING INC		6,620.00			Negotiable
358199		30-APR-15	JCI JONES CHEMICALS INC	CINCINNATI	7,347.34			Negotiable

Payment Document Subtotal: 10,132,905.20 6,325,256.13

Payment Document : IRWD Wire

10917		07-APR-15	CALPERS	SACRAMENTO 1	368,171.73			Negotiable
10918		08-APR-15	YORK INSURANCE SERVICES GROUP INC - CA	PAY	5,342.56			Negotiable
10919		17-APR-15	INTERNAL REVENUE SERVICE	FRESNO	40.86			Negotiable
10920		17-APR-15	FRANCHISE TAX BOARD	SACRAMENTO	10.00			Negotiable
10921		17-APR-15	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	7.79			Negotiable

IRWD Ledger Payment Register For 01-APR-15 To 30-APR-15 Report Date: 01-MAY-2015 18:13
 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								
10922		17-APR-15	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	176,110.00			Negotiable
10923		17-APR-15	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	3,739.73			Negotiable
10924		17-APR-15	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	120.60			Negotiable
10925		17-APR-15	U.S. BANK NATIONALPAY ASSOCIATION		573.19			Negotiable
10926		17-APR-15	BANK OF AMERICA	SAN FRANCISCO	591.69			Negotiable
10927		17-APR-15	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	32,763.28			Negotiable
10928		17-APR-15	U.S. BANK NATIONALPAY ASSOCIATION		60,472.71			Negotiable
10929		17-APR-15	BANK OF AMERICA	SAN FRANCISCO	60,607.71			Negotiable
10930		17-APR-15	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	1,500,013.56			Negotiable
10931		17-APR-15	INTERNAL REVENUE SERVICE	FRESNO	155,653.88			Negotiable
10932		17-APR-15	FRANCHISE TAX BOARD	SACRAMENTO	41,333.36			Negotiable
10933		17-APR-15	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	10,165.37			Negotiable
10934		17-APR-15	ORDONEZ, CYNTHIA	DESERT HOT	500.17			Negotiable

10935	17-APR-15	MARIE CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SPR SACRAMENTO	2,246.76	Negotiable
10936	17-APR-15	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	10,349.69	Negotiable
10937	17-APR-15	GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY	DENVER	98,108.26	Negotiable
10938	17-APR-15	CALPERS	SACRAMENTO	84,836.06	Negotiable
10939	17-APR-15	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	547.40	Negotiable

IRWD Ledger Payment Register For 01-APR-15 To 30-APR-15 Report Date: 01-MAY-2015 18:13
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 35
 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								
10940		17-APR-15	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	312.82			Negotiable
10941		17-APR-15	INTERNAL REVENUE SERVICE	FRESNO	160,880.06			Negotiable
10942		17-APR-15	FRANCHISE TAX BOARD	SACRAMENTO	43,176.34			Negotiable
10943		17-APR-15	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	10,452.88			Negotiable
10944		17-APR-15	ORDONEZ, CYNTHIA MARIE	DESERT HOT SPR	500.17			Negotiable
10945		17-APR-15	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	2,246.76			Negotiable
10946		17-APR-15	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	10,772.19			Negotiable
10947		17-APR-15	GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY	DENVER	99,315.25			Negotiable
10948		17-APR-15	PCL CONSTRUCTION, INC.	ACCT 6971821722	3,450,532.50			Negotiable
10949		17-APR-15	PCL CONSTRUCTION, INC.	ESR 141511.1	383,392.50			Negotiable
10950		20-APR-15	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	67,269.96			Negotiable
10951		20-APR-15	MUNICIPAL WATER DISTRICT OF ORANGEVALLEY COUNTY	FOUNTAIN	1,156,207.39			Negotiable
10952		20-APR-15	YORK INSURANCE SERVICES GROUP INC - CA	PAY	8,570.88			Negotiable
10953		20-APR-15	YORK INSURANCE SERVICES GROUP INC - CA	PAY	7,809.47			Negotiable
10954		21-APR-15	FILANC-BALFOUR BEATTY JV	ACT 4427724347	4,399,912.38			Negotiable
10955		21-APR-15	FILANC-BALFOUR BEATTY JV	ESR 211084000	488,879.15			Negotiable
10956		27-APR-15	YORK INSURANCE SERVICES GROUP INC - CA	PAY	164,936.68			Negotiable
10957		28-APR-15	U.S. BANK NATIONAL ASSOCIATION	ST. LOUIS	8,695.24			Negotiable

IRWD Ledger Payment Register For 01-APR-15 To 30-APR-15 Report Date: 01-MAY-2015 18:13
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 36
 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								
10958		28-APR-15	CALPERS	SACRAMENTO	85,547.14			Negotiable
10959		29-APR-15	U.S. BANK NATIONAL ASSOCIATION	PAY	5,794,250.00			Negotiable
10960		29-APR-15	MERRILL LYNCH CAPITAL SERVICES, INC	CHARLOTTE	290,000.00			Negotiable
10961		30-APR-15	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	1,999.39			Negotiable
10962		30-APR-15	LIOU, SHWU-FEN	PAY	24.56			Negotiable

Payment Document Subtotal: 19,247,990.07

	Bank Account Subtotal :	=====	=====
		29,380,895.27	6,325,256.13
Report Count : 870	Report Total:	=====	=====
		29,380,895.27	6,325,256.13
		=====	
		Total Disbursements	

*** End of Report ***

\$ 29,380,895.27	Disbursements
<8,168.88>	Voids
<hr/>	
\$ 29,372,726.39	Total Voids and Disbursements

Exhibit "E"

IRWD Gov Code 53065.5 Disclosure Report

Payment or Reimbursements for Individual charges of \$100 or more per transaction for services or product received.

01-APR-15 to 30-APR-15

NAME	CHECK NO.	CHECK DATE	TRANSACTI	ITEM DESCRIPTION	EXPENSE JUSTIFICATION
Ashby, Rob	357869	23-Apr-15	156.00	Membership/Certification	CWEA membership renewal
Blaska, Erika	357858	23-Apr-15	1,200.00	Other(Misc)	Home Depot Fix a Leak Gift Cards
Bonkowski, Leslie	357866	23-Apr-15	270.82	Other(Misc)	Meeting supplies
Bystrom, Brian	357377	1-Apr-15	156.00	Membership/Certification	CWEA membership renewal
Clinton, Bryan	357526	2-Apr-15	268.88	Lodging	2015 AMTA Membrane Technology Conf., Orlando, FL - Mar. 2-7, 2015
Clinton, Bryan	357526	2-Apr-15	268.88	Lodging	2015 AMTA Membrane Technology Conf., Orlando, FL - Mar. 2-7, 2015
Clinton, Bryan	357526	2-Apr-15	268.88	Lodging	2015 AMTA Membrane Technology Conf., Orlando, FL - Mar. 2-7, 2015
Clinton, Bryan	357526	2-Apr-15	268.88	Lodging	2015 AMTA Membrane Technology Conf., Orlando, FL - Mar. 2-7, 2015
Clinton, Bryan	357526	2-Apr-15	268.88	Lodging	2015 AMTA Membrane Technology Conf., Orlando, FL - Mar. 2-7, 2015
Clinton, Bryan	357526	2-Apr-15	268.88	Lodging	2015 AMTA Membrane Technology Conf., Orlando, FL - Mar. 2-7, 2015
Degortari, Enrique	357857	23-Apr-15	300.00	Membership/Certification	CA State Water Resources Control Board Plant Operator Grade III Certification renewal
Hayden, Dave	357660	16-Apr-15	300.00	Membership/Certification	CA Water Board Wastewater Grade III certificate renewal
Jones, Morgan	358047	30-Apr-15	116.68	Membership/Certification	Water Distribution 4 Certification renewal
Jones, Morgan	358047	30-Apr-15	156.00	Membership/Certification	CWEA membership renewal
Justice, Jack	357380	1-Apr-15	135.30	Other(Misc)	Wireless Cover and Charger Reimbursement
King, Casey	357658	16-Apr-15	105.00	Membership/Certification	Water Distribution 4 Certification renewal
La, Jason	357862	23-Apr-15	196.49	Lodging	AWWA International Symposium on Waterborne Pathogens, Savannah, GA - Apr. 12-15, 2015
La, Jason	357862	23-Apr-15	196.49	Lodging	AWWA International Symposium on Waterborne Pathogens, Savannah, GA - Apr. 12-15, 2015
La, Jason	357862	23-Apr-15	196.49	Lodging	AWWA International Symposium on Waterborne Pathogens, Savannah, GA - Apr. 12-15, 2015
Lewis, Lyndy	357665	16-Apr-15	156.00	Membership/Certification	CWEA membership renewal
Lewis, Lyndy	357868	23-Apr-15	426.20	Airfare	Attending WEF Fats, Oils, & Grease (FOG) 2015 Seminar, Washington, DC - June 8-9, 2015
Matheis, Mary Aileen	357382	1-Apr-15	382.43	Lodging	ACWA Conf., Washington, DC - Feb. 23-26, 2015
Matheis, Mary Aileen	357382	1-Apr-15	382.43	Lodging	ACWA Conf., Washington, DC - Feb. 23-26, 2015
Matheis, Mary Aileen	357382	1-Apr-15	382.43	Lodging	ACWA Conf., Washington, DC - Feb. 23-26, 2015
Norman, Tammy	357870	23-Apr-15	252.98	Other(Misc)	Meeting supplies
O'Neill, Owen	357383	1-Apr-15	156.00	Membership/Certification	CWEA membership renewal
Rilloraza, Rhoda	357668	16-Apr-15	132.00	Other(Misc)	Safety shoes allowance
Ruiz, Ricky	357669	16-Apr-15	130.00	Membership/Certification	Water Distribution 2 Certification renewal
Swan, Peer	357666	16-Apr-15	498.20	Airfare	ACWA Legislative Symposium, Sacramento, CA - Mar. 4, 2015
Swan, Peer	357666	16-Apr-15	498.20	Airfare	ACWA Energy Committee meeting and ISO Tour, Sacramento, CA - Mar. 11, 2015
Tettermer, Mark	357864	23-Apr-15	498.20	Airfare	LACSD meeting, Sacramento, CA - Feb. 24, 2015
Vargas, Gabriel	357859	23-Apr-15	140.00	Membership/Certification	Water Distribution 4 Certification renewal
Total Amount:			\$9,133.62		

May 26, 2015
Prepared and
Submitted by: Cheryl Clary *CC*
Approved by: Paul Cook */ PC*.

CONSENT CALENDAR

AUDIT FIRM CHANGE FOR THE FISCAL YEARS ENDING JUNE 30, 2015 AND 2016

SUMMARY:

In April 2012, the Board approved a five year audit services contract commencing fiscal year ended June 30, 2012 with Mayer Hoffman McCann P.C. (MHM) for financial statement audit services. The agreement was for \$255,000 plus possible single audit fees relating to government grants not to exceed \$12,490.

MHM has notified District staff that the local government audit practice of MHM will be departing MHM and leaving to form the firm Davis Farr, LLP. Most principals and staff will be transitioning to the new firm. MHM supports the separation.

In order to maintain continuity, staff recommends signing a new audit services contract with Davis Farr LLP to complete the audit services for the remaining term of the five year contract through the fiscal year ended June 30, 2016. Davis Farr LLP have agreed to fees that is consistent with the MHM contract.

BACKGROUND:

The District has utilized MHM as its auditors since 2006 and is familiar with the quality of the firm and staff. In April 2012, the Board approved a five-year audit service contract with MHM for approximately \$255,000 plus possible single audit fees not to exceed \$12,490 over the five-year period.

MHM has notified District staff that the local government audit practice of f MHM will be departing MHM to form the firm Davis Farr LLP. Most principals and staff will be transitioning to the new firm. In order to maintain the audit quality that comes with continuity and the institutional knowledge of the District, staff recommends the District to transition the audit work to the new firm, Davis Farr LLP, effective with the June 30, 2015 audit engagement. Fees will be consistent with the existing contract with MHM.

At the end of the contract in Fiscal Year 2016, staff and the Committee will consider whether it is appropriate to issue Requests for Proposals for new audit services.

FISCAL IMPACTS:

The remaining two-year agreement is expected to cost the District \$100,000 plus possible Single Audit fees not to exceed \$2,600 over the two-year period.

ENVIRONMENTAL COMPLIANCE:

None.

COMMITTEE STATUS:

This item was reviewed by the Finance and Personnel Committee on May 12, 2015

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE A NEW AUDIT SERVICES CONTRACT WITH DAVIS FARR LLP FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2016 AT A COST OF APPROXIMATELY \$100,000 PLUS POSSIBLE SINGLE AUDIT FEES NOT TO EXCEED \$2600 OVER THE TWO-YEAR PERIOD.

EXHIBITS:

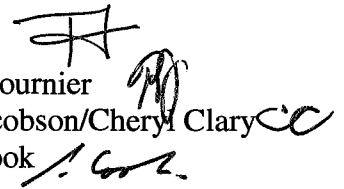
None.

May 26, 2015

Prepared by: Tanja Fournier

Submitted by: Rob Jacobson/Cheryl Clary

Approved by: Paul Cook



CONSENT CALENDAR

IRVINE RANCH WATER DISTRICT APARTMENT CONSULTANT – CONTRACT RENEWAL

SUMMARY:

Staff is recommending the retention of Market-THINK (Susan Sirota) for a two-year period effective May 1, 2015 for advisory services related to the operation of the District's Sycamore Canyon and Wood Canyon Villa apartment property investments in an amount not to exceed \$103,080.

BACKGROUND:

In May 2013, the District approved a two-year contract with Market-THINK to provide advisory services related to the Sycamore Canyon and Wood Canyon Villa apartment properties. Market-THINK was originally selected as the District's apartment consultant based on the review of fee proposals from a number of qualified candidates as well as interviews with staff and input from the Asset Management Committee.

Ms. Sirota is an independent apartment property consultant and sole owner of Market-THINK with over 30 years of multi-family housing experience, including 13 years with Irvine Apartment Communities. During her term as consultant for the District, Ms. Sirota has developed a strong working relationship with both onsite and senior staff of the District's property manager, Western National Properties (WNP). Her extensive marketing background and mentoring of the onsite leasing staff has contributed to Sycamore Canyon's consistent economic performance in both strong and weak rental markets.

Responsibilities of the District's apartment consultant include oversight of the physical state of the properties (including regular monthly and unscheduled site visits), monthly meetings with IRWD staff and WNP to provide property status reports and a review of financials, annual reports to the Asset Management Committee, assisting the property manager with the annual budget process and acting as an advisor to the District for certain special projects related to the properties.

The Market-THINK proposal and Scope of Work, which is attached as Exhibit "A", provides for the current monthly fee to increase from \$4,095 to \$4,195 beginning May 1, 2015 through April 30, 2016. In May 2016, the proposed monthly fee will increase to \$4,295 through April 2017, which represents an average annual increase of 2.0% for the two-year term of the agreement and is based on an estimated 20-25 hours per month to complete the responsibilities outlined in the Scope of Work.

FISCAL IMPACTS:

Based on the attached proposal, the annual expense related to apartment consulting for the general operation of the properties is anticipated to average \$51,000, or approximately 0.71% of the budgeted net income (\$7.1 million) of the apartment properties.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

This item was reviewed by the Asset Management Committee on April 29, 2015.

RECOMMENDATION:

THAT THE BOARD APPROVE THE RETENTION OF MARKET-THINK LLC AS APARTMENT CONSULTANT FOR THE DISTRICT'S APARTMENT PROPERTIES FOR A PERIOD OF TWO YEARS EFFECTIVE MAY 1, 2015 FOR AN AMOUNT NOT TO EXCEED \$103,080, WHICH INCLUDES MONTHLY OUT-OF-POCKET EXPENSES ESTIMATED AT \$50.00 PER MONTH.

LIST OF EXHIBITS:

Exhibit "A" – Market-THINK LLC Proposal and Scope of Work

Exhibit "A"

Irvine Ranch Water District— Consulting Proposal as Owner's Representative for Apartment Properties

March 2, 2015

This document defines the renewed scope of work and associated cost estimate to provide asset management consulting services for the Irvine Ranch Water District (IRWD). This document represents a description of the scope of work based upon the client's communicated needs.

Project Definition

IRWD has requested that Market-THINK, LLC (MT) present work specifics pursuant to asset management consulting regarding the following IRWD solely-owned and joint-ventured properties (respectively):

Sycamore Canyon Apartments
8201 E. Blackwillow Circle #100
Anaheim Hills, CA 92808
(450 units)

Wood Canyon Apartments
28520 Wood Canyon Drive
Aliso Viejo, CA 92656
(230 units)

Scope of Work—Market-THINK, LLC

Market-THINK's role in providing property management consulting in an owner's representative role consists primarily of the following functions:

1. Physical Assets Review

- Walk each property once monthly to ascertain the current level of asset integrity, determine and recommend remedial action necessary.
- Meet with area manager and assigned vice president of the contracted management company and site managers of each property and review marketing strategies, observed apartment community levels of integrity, resident issues, income opportunities, and finalize appropriate courses of action. (Monthly at the time of property walks)
- Visit site (Sycamore Canyon) on a regular scheduled and unscheduled basis to evaluate conditions requiring special attention due to age of the asset.
- Review work specifications and requests for proposals for major/capital work to ensure fairness in the bidding process and to sustain a balance of appropriate information to ensure that the asset receives appropriate remediation.

2. Financial Review

- Meet monthly with IRWD representatives, applicable property management executives, and others deemed appropriate to ensure that the property management financial objectives of IRWD are being achieved in accordance with prudent business logic, ethical conduct and common sense. Such meeting is effected upon and after a thorough review of monthly financial submittals by the management company which includes but are not limited to the following:

Sycamore Canyon and Wood Canyon Villas

1. Property Update
2. Operating Statement
3. Budget Variance
4. General Ledger
5. All Fields Accounting Listing
6. Cash Flow
7. Bank Reconciliation
8. Unit Statistics
9. Delinquent Residents Report
10. Rent Roll
11. Comparable Marketing Summary

- Provide a written monthly report regarding the financial and physical status of each property.

3. Management Recommendations

- Recommend areas of study, new business opportunities, funding and actions pursuant to optimizing income and ensuring long-term asset appreciation. Includes decision-making and direction regarding the actions of the management company upon concurrence of IRWD, unless such action is a function of daily routine management protocol wherein there is neither a major financial or political impact on IRWD.
- Review studies, potential contracts and make recommendations to IRWD.
- Review annual property budgets and provide input/recommendations to IRWD.

4. Technology Recommendations

- Remain current, make recommendations, follow up, and coordinate technological opportunities that will enhance resident service and economic advantage to Sycamore Canyon Apartments.

5. Other Services

- Provide annual presentation to IRWD Asset Management Committee regarding the assets identified herein.
- * Perform other tasks as requested. These may be outside the scope of this proposal and will be billed on a project and/or hourly rate (\$200) as agreed upon in advance between Market-THINK and IRWD.

Client Role—Irvine Ranch Water District

IRWD will provide the following to assist in the on-going provision of services:

1. Provide desired due dates for reports from Market-THINK to IRWD.
2. Outline expectations regarding the performance of property operations, the property management company, and Market-THINK.
3. Participate in monthly meetings with Market-THINK to discuss the findings, conclusions and recommendations relative to this scope of work.

Timing for Services

This contract is a renewal for services effective **May 1, 2015** for a period of two years through **April 30, 2017**.

The following chart provides the client with a breakdown of associated costs for the property management consulting services.

Task	Description	Fee
Monthly Tasks		
1. Physical Assets Review	Walk each property monthly, meet with property management personnel re: site operations and provide written report summary to IRWD	
2. Physical Assets Review	Visit Sycamore Canyon on scheduled and unscheduled basis	
3. Physical Assets Review	Review strategies and work specifications for major/capital work and provide recommendations to IRWD	
4. Financial Review	Review monthly financial reports package and meet with IRWD and management team	
5. Financial Review	Provide written monthly report re: financial and physical status of each property	
6. Management Recommendations	Review studies, opportunities, potential contracts and provide recommendations to IRWD	
7. Management Recommendations	Review and provide input and recommendations regarding annual budgets prepared by management company	
7. Technology Recommendations	Provide technology recommendations, follow up, and coordinate technology opportunities to enhance resident service and economic advantages to Sycamore Canyon	
8. Other Services	Prepare and conduct an annual year-end report to IRWD regarding the assets identified	
9. Other services	Provide other services as requested requiring estimated number of hours. If project-oriented, a flat project fee may be estimated	Billed at hourly rate of \$200 (plus mileage) as requested by client
Monthly subtotal for year one (May 2015 through April 2016)	Monthly Flat Fee for estimated 20-25 hours per month.	\$4,195 per month
Monthly subtotal for year two (May 2016 through April 2017)	Monthly Flat Fee for estimated 20-25 hours per month.	\$4,295 per month

Working Relationship/Fee Structure

The following outlines the suggested structure for a working relationship with IRWD as it pertains to the scope of work defined in this proposal.

1. Monthly retainer of \$4,195, which represents approximately 20-25 hours per month dedicated to IRWD from May 1, 2015 through April 30, 2016.
2. Monthly retainer of \$4,295, which represents approximately 20-25 hours per month dedicated to IRWD from May 1, 2016 through April 30, 2017.
3. A new contract beyond April 30, 2017 renewable upon mutual agreement.

Market-THINK, LLC
 3 Titan • Irvine, CA 92603
 949.725.0600 P | 949.725.0546 F | www.market-think.net

In addition to the monthly fee, IRWD will reimburse Market-THINK for all out-of-pocket expenses incurred in the performance performed on behalf of IRWD. Routine costs such as mileage, telephone calls, mailing services, and messenger/overnight courier will be billed at a net cost. Any extensive office/production costs beyond outlined scope above will be pre-approved by client. Any additional scope of work or necessary expense items that involve time, research or cash outlay will be pre-approved by and billed to IRWD (following review by Market-THINK for accuracy).

Market-THINK, LLC will hold in the strictest of confidence all confidential information concerning IRWD and its properties, products and services learned in the course of providing property management consulting services. Market-THINK, LLC will not disclose any proprietary information about IRWD or its properties, products or services without your prior approval.

Payment Terms

Monthly retainer billed at the beginning of each month, due in 15 days \$4,195.00

Other incurred expenses to be billed separately on a monthly basis.

Client Approval	Irvine Ranch Water District	Consultant	Market-THINK, LLC
Printed Name	Robert Jacobson		Susan A. Sirota
Title	Treasurer		Principal
Date			

May 26, 2015

Prepared by: Tony Mossbarger *AM*

Submitted by: Cheryl Clary *CC*

Approved by: Paul Cook *PC*

CONSENT CALENDAR

ON-CALL DATABASE ADMINISTRATION CONSULTANTS

SUMMARY:

The current workload for capital projects and operational support continues to exceed a level that can be supported by the District's Information Services staff. Staff proposes to retain the services of LCS Technologies to provide database administration services on an on-call basis. Staff recommends that the Board authorize the General Manager to execute a Professional Services Agreement with LCS Technologies in the amount of \$120,000 for the period July 1, 2015-June 30, 2016.

BACKGROUND:

Staff currently utilizes database administration resources from LCS Technologies to provide support for the Oracle Financial System and the Oracle Customer Care and Billing (CC&B) system. There is an ongoing need for database administration services for the District's software systems as a result of several projects the District has recently undertaken, such as the ID Consolidation Financial software implementation project, as well as smaller scale software and networking projects. In addition, consultants with the required skills could be retained to fill in for staff vacancies due to back filling regular positions, terminations, or leaves of absence. Staff proposes to retain database administrators through consultant agencies who would provide services on an on-call basis.

Consultant Selection Process:

Staff requested proposals from two consultants that have provided excellent service and responsiveness on previous District projects. The two consultants requested to propose for the services were LCS technologies and Outsource Technical. Proposals with related fee schedules were received from both consultants and are attached in a summary matrix in Exhibit "A". The consultants' proposals are attached as Exhibits "B", and "C", respectively.

Staff recommends that the Board authorize the General Manager to execute a Professional Services Agreement with LCS Technologies in the amount of \$120,000. The District will also have an active Professional Services Agreement in place that will allow Outsource Technical to serve as a backup or additional resource to supplement LCS Technologies. Staff currently utilizes resources from LCS Technologies and would like to retain the existing on-call resources. The requested service agreement covers the fiscal year ending June 30, 2016.

FISCAL IMPACTS:

These amounts are budgeted in the current fiscal year's budget or in the current expense authorizations of affected projects. These professional services will be charged to the appropriate projects or expense account.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

This item was reviewed by the Finance and Personnel Committee on May 12, 2015.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH LCS TECHNOLOGIES, INC IN THE AMOUNT OF \$120,000, FOR ON-CALL DATABASE ADMINISTRATION SERVICES.

LIST OF EXHIBITS:

- Exhibit "A" – Consultant Summary Matrix
- Exhibit "B" – LCS Technologies Proposal
- Exhibit "C" – Outsource Technical Proposal

Exhibit "A"

On-Call Database Administration Consultant Selection Matrix

	LCS Technologies	Outsource Technical	
PERSONNEL			
Project Managent	Steve Simonetto		
Oracle DBA	Neeru Choutkuri		
Oracle Developer			
FEE SCHEDULE			
Project Management	\$150	\$140	
Oracle DBA	\$135	\$135	
Best Value	1	2	

Exhibit "B"

LCS TECHNOLOGIES INC
YOUR CONSULTING COMPANY FOR ORACLE SOLUTIONS

April 29, 2015

ON CALL SERVICES

Hi Tony,

It was a pleasure talking with you this morning. We very much appreciate your business and support. As you know, LCS Technologies, Inc. (LCS) is your single source provider for Oracle services and software.

As you requested, we are providing this proposal for On Call Services to assist Irvine Ranch Water District with ongoing support of your Oracle database environments from July 1, 2015 through June 30, 2016.

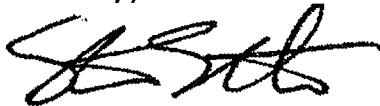
We are providing this proposal on a Time and Materials basis. We will invoice IRWD for actual time and travel expenses incurred. We understand that most of the work will be provided remotely so travel expenses should be minimal.

Our hourly rates for On Call Services are:

- Project Manager \$150
- Database Administrator \$135

Please let me know if you have any questions.

Sincerely,



Steve Simonetto
CEO
LCS Technologies, Inc.
916-761-4097

YOUR CONSULTING COMPANY FOR ORACLE SOLUTIONS

11230 GOLD EXPRESS DRIVE, SUITE 310-140, GOLD RIVER, CA 95670 | 855.277.5527 | LCS-TECHNOLOGIES-INC.COM

Exhibit "C"



April 27, 2015

Irvine Ranch Water District
Attn: Tony Mossbarger, Director of Information Technology
15600 Sand Canyon Avenue
Irvine, CA 92619-7000

Dear Mr. Mossbarger,

Proposal for Information Technology (IT) Professional Services and Consulting

OS Technical (OST) is pleased to submit this proposal to provide Information Technology Professional Services and Consulting in response to your request.

OST is an IT consulting firm providing professional services to both public and private sector clientele. Our emphasis is providing experienced technical consultants on an on-demand basis to support enterprise software projects. OST has been in business for over 17 years and is headquartered in Newport Beach, CA. We have extensive experience providing IT professional services and consultants to numerous clients who continue to do business with us year over year. A few of our clients are Newport Corporation, County of Orange, Irvine Company, PIMCO, Pacific Life and CareMore among others.

OST has been providing IT professional services and consulting for Irvine Ranch Water District (the District) since February 2013 with an emphasis on Oracle R-12 E-Business Suite. During this time we have provided subject matter expertise to support enterprise software implementations, customizations and quality assurance. Services include:

- Attending project meetings as requested by the District
- Producing monthly billings in a form acceptable to the District
- Participating in weekly project status phone calls with Joan Gronek, the Project Lead for the District
- Providing IT Professional Services and Consulting as requested by the District

Our staff executing the delivery of IT professional services and consulting will consist of:

Mr. Steven Shwam, Senior Account Executive – Mr. Shwam has been with OST for 7 years. He has provided IT professional services and consultants for enterprise software projects for clientele including CareMore, Forever 21, and ICU Medical among others. Steven will be the primary point of contact for the District, providing delivery of IT professional services and consulting per the direction of the District.

Ms. Janet Chung, Recruiting Manager – Ms. Chung has been working with OST for 4 years. Janet has over 15 years of experience sourcing and screening technical professionals for deployment on enterprise software projects. Her competencies include Oracle EBS, .Net and Java.



Irvine Ranch Water District

April 27, 2015

Page two

Work will be billed at the following hourly rate ranges:

Hourly Rates

Project Management	\$128.00 - \$140.00
Oracle DBA	\$120.00 - \$135.00
Oracle Analyst	\$115.00 - \$125.00
Oracle Developer	\$105.00 - \$150.00
Software QA	\$90.00 - \$100.00
IT Network & Systems Support	\$65.00 - \$85.00

Our project delivery teams are paid current prevailing wage rates and we have insurance coverage that meets or exceeds the minimum District requirements.

If you have any questions, or I can be of further assistance, please call.

Sincerely,


A handwritten signature in black ink that reads "Steven Shwam".

Steven Shwam
Sr. Account Executive
OS Technical

May 26, 2015

Prepared by: Tony Mossbarger 

Submitted by: Cheryl Clary 

Approved by: Paul Cook 

CONSENT CALENDAR

ON-CALL INFORMATION SERVICES PROFESSIONAL PROGRAMMING AND NETWORK CONSULTANTS

SUMMARY:

The current workload for capital projects and operational support continues to exceed a level that can be supported by the District's Information Services staff. Staff proposes to retain the services of a consultant agency to provide programming, analysis, project management, and networking services on an on-call basis. Staff recommends that the Board authorize the General Manager to execute a Professional Services Agreement with Outsource Technical in the amount of \$400,000 for the period July 1, 2015- June 30, 2016.

BACKGROUND:

Staff currently utilizes three programming and analysis resources from Outsource Technical to provide back fill for regular positions. There is an ongoing need for programming, analysis, project management, and network assistance related to the District's software systems and networks as a result of several major capital projects the District has recently undertaken, such as the Oracle Financial System ID Consolidation software implementation project, as well as smaller scale software and networking projects. In addition, consultants with the required skills could be retained to fill in for staff vacancies due to back filling regular positions, terminations, or leaves of absence. Staff proposes to retain Programmers, Analysts, Project Managers, and Network consultants through consultant agencies who would provide services on an on-call basis.

Consultant Selection Process:

Staff requested proposals from three consultants that have provided excellent service and responsiveness on previous District projects. The three consultants requested to propose for the services were Outsource Technical, Software Management Consultants, and Robert Half technology. Proposals with related fee schedules were received from all three consultants and are attached in a summary matrix in Exhibit "A". The consultants' proposals are attached as Exhibits "B", "C", and "D", respectively.

Staff recommends that the Board authorize the General Manager to execute a Professional Services Agreements: with Outsource Technical in the amount of \$400,000. The District currently has active Professional Services agreements in place with Software Management Consultants in the amount of \$60,000, and Robert Half Technology in the amount of \$60,000. The requested amount for Outsource Technical is higher than the other consultants as staff currently utilizes resources from Outsource Technical and would like to retain the existing on-call resources. The requested service agreement cover services provided through fiscal year ended June 30, 2016.

FISCAL IMPACTS:

These amounts are budgeted in the FY 2015-2016 budget or in the capital authorizations of affected projects. These professional services will be charged to the appropriate projects or expense account.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

This item was reviewed by the Finance and Personnel Committee on May 12, 2015.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH OUTSOURCE TECHNICAL IN THE AMOUNT OF \$400,000, FOR ON-CALL PROGRAMMING, ANALYSIS, AND NETWORK SERVICES FOR MISCELLANEOUS PROJECTS.

LIST OF EXHIBITS:

- Exhibit "A" – Consultant Summary Matrix
- Exhibit "B" – Outsource Technical Proposal
- Exhibit "C" – Software Management Consultants Proposal
- Exhibit "D" – Robert Half Technology Proposal

Exhibit "A"

On-Call Professional Programming and Network Consultant Selection Matrix

	Outsource Technical	Software Management Consultants, Inc.	Robert Half Technology
PERSONNEL			
Project Managent	TBD		
Oracle Analyst	Daniel Vo, Raghu Shamji		
Oracle Developer	Krishna Chilukuri		
Software Quality Assurance (QA)	TBD		
IT Network & Systems Support	TBD		
FEE SCHEDULE			
Project Management	\$140	\$140	\$220
Oracle Analyst	\$125	\$120	\$180
Oracle Developer	\$150	\$150	\$220
Software QA Analyst	\$100	\$120	\$125
IT Network & SystemSupport	\$85	\$95	\$95
Best Value	1	2	3

Exhibit "B"



April 27, 2015

Irvine Ranch Water District
Attn: Tony Mossbarger, Director of Information Technology
15600 Sand Canyon Avenue
Irvine, CA 92619-7000

Dear Mr. Mossbarger,

Proposal for Information Technology (IT) Professional Services and Consulting

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OST has been providing IT professional services and consulting for Irvine Ranch Water District (the District) since February 2013 with an emphasis on Oracle R-12 E-Business Suite. During this time we have provided subject matter expertise to support enterprise software implementations, customizations and quality assurance. Services include:

- Attending project meetings as requested by the District
- Producing monthly billings in a form acceptable to the District
- Participating in weekly project status phone calls with Joan Gronck, the Project Lead for the District
- Providing IT Professional Services and Consulting as requested by the District

Our staff executing the delivery of IT professional services and consulting will consist of:

Mr. Steven Shwam, Senior Account Executive – Mr. Shwam has been with OST for 7 years. He has provided IT professional services and consultants for enterprise software projects for clientele including CareMore, Forever 21, and ICU Medical among others. Steven will be the primary point of contact for the District, providing delivery of IT professional services and consulting per the direction of the District.

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Irvine Ranch Water District

April 27, 2015

Page two

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Hourly Rates

Project Management	\$128.00 - \$140.00
Oracle DBA	\$120.00 - \$135.00
Oracle Analyst	\$115.00 - \$125.00
Oracle Developer	\$105.00 - \$150.00
Software QA	\$90.00 - \$100.00
IT Network & Systems Support	\$65.00 - \$85.00

Our project delivery teams are paid current prevailing wage rates and we have insurance coverage that meets or exceeds the minimum District requirements.

If you have any questions, or I can be of further assistance, please call.

Sincerely,

A handwritten signature in black ink that reads 'Steven Shwam'.

Steven Shwam
Sr. Account Executive
OS Technical

Exhibit "C"

January 14, 2014

Irvine Ranch Water District
Attn: Tony Mossbarger, Director of Information Technology
15600 Sand Canyon Avenue
Irvine, CA 92619-7000

Dear Mr. Mossbarger,

Proposal for Information Technology (IT) Professional Services and Consulting

Software Management Consultants, Inc is pleased to submit this proposal to provide Information Technology Professional Services and Consulting in response to your request.

SMCI is an IT consulting firm providing professional services to both public and private sector clientele. Our emphasis is providing experienced technical consultants on an on-demand basis to support enterprise software projects. SMCI has been in business for over 31 years and is headquartered in Glendale, CA. We have extensive experience providing IT professional services and consultants to numerous clients who continue to do business with us year over year. A few of our clients are (Allergan, QBE First, BMS) among others.

Work will be billed at the following hourly rate ranges:

Bill Rates

Project Management	\$110-140
Oracle Analyst	\$90-120
Oracle Developer	\$110-150
Software QA	\$90-120
IT Network & Systems Support	\$65-95

Our project delivery teams are paid current prevailing wage rates and we have insurance coverage that meets or exceeds the minimum District requirements.

If you have any questions, or I can be of further assistance, please call.

Sincerely,

Suzy Jarrett
Sr. Account Executive
Software Management Consultants, Inc.



June 24, 2014

Irvine Ranch Water District
Attn: Tony Mossbarger, Director of Administrative Services
15600 Sand Canyon Avenue
Irvine, CA 92618

Dear Mr. Mossbarger,

Proposal for Information Technology (IT) Professional Services and Consulting

Robert Half Technology is pleased to submit this proposal to provide Information Technology Professional Services and Consulting in response to your request.

Robert Half Technology is an IT consulting firm providing professional services to both public and private sector clientele. Our emphasis is providing experienced technical consultants on an on-demand basis to support enterprise software projects. Robert Half Technology has been in business for over NN years and is headquartered in Irvine, CA. We have extensive experience providing IT professional services and consultants to numerous clients who continue to do business with us year over year.

Robert Half Technology has been providing IT professional services and consulting since February 1996 with an emphasis on Oracle R-12 E-Business Suite. During this time we have provided subject matter expertise to support enterprise software implementations, customizations and quality assurance. Services include:

- Attending project meetings as requested by the District
- Producing monthly billings in a form acceptable to the District
- Participating in weekly project status phone calls with Joan Gronek, the Project Lead for the District
- Providing IT Professional Services and Consulting as requested by the District

Our staff executing the delivery of IT professional services and consulting will consist of:

Account Executive – Kristen Glenn

Recruiting Manager – Ahmed Rahmatullah



Irvine Ranch Water District
June 24, 2014
Page two

Work will be billed at the following hourly rate ranges:

Hourly Rates

Oracle Project Management	\$150.00 - \$220.00
Oracle R12 Analyst	\$120.00 - \$180.00
Oracle R12 Developer	\$140.00 - \$220.00
Oracle Testing & Software QA	\$85.00 - \$125.00
IT Network & Systems Support	\$45.00 - \$95.00

Our project delivery teams are paid current prevailing wage rates and we have insurance coverage that meets or exceeds the minimum District requirements.

If you have any questions, or I can be of further assistance, please call.

Sincerely,

Kristen Glenn
Account Executive
Robert Half Technology
Office: (949) 476-0879

May 26, 2015

Prepared by: A. Murphy/H. Cho

Submitted by: K. Burton *(KLB)*

Approved by: Paul Cook *(Paul Cook)*

CONSENT CALENDAR

MICHELSON WATER RECYCLING PLANT FILTER PUMP STATION 2 AND DYER ROAD WELL FIELD WELLS 12 AND 13 ROOF MODIFICATIONS DESIGN CONSULTANT SELECTION

SUMMARY:

The Michelson Water Recycling Plant (MWRP) Filter Pump Station 2 (FPS2) and Dyer Road Well Field (DRWF) Wells 12 and 13 Roof Modifications project will modify the existing building roofs at these facilities to allow the pump equipment to be lifted and removed vertically. Staff recommends that the Board authorize the General Manager to execute a Professional Services Agreement for design services with Kleinfelder in the amount of \$112,395 for the MWRP Filter Pump Station 2 and the DRWF Wells 12 and 13 Roof Modifications, Projects 21167 and 11752.

BACKGROUND:

The existing roofs at the MWRP Filter Pump Station 2 (FPS2) and DRWF Wells 12 and 13 do not allow for the vertical removal of pumps from the buildings. This project will modify the existing roofs and construct access hatches to allow vertical removal of pumps at each of the facilities, as described below.

MWRP FPS2:

The MWRP FPS2 building was constructed as part of an upgrade to the filtration facilities at MWRP in 1978. The station's design included three gas-driven engine pumps and a space for a fourth pump which was added during a subsequent upgrade. The building is constructed of reinforced concrete masonry walls with a metal deck roof that is supported by steel beams which span the width of the room and are located directly over the pumps. Currently, pumps are serviced by lifting them with an existing three-ton bridge crane, disassembling them in place and then removing them horizontally through roll-up doors in the building's front wall. The MWRP FPS2 Roof Modifications project will modify the existing roof and construct access hatches to allow pumps to be removed vertically without prior disassembly.

DRWF Wells 12 and 13:

The pump buildings at DRWF Wells 12 and 13 were constructed with wood-framed removable roof and wall sections over the pump to provide access for removal of each pump and for rehabilitation of the well. The wall and roof sections are disconnected and lifted off with a crane. The process to disconnect, remove and reconnect the removable building sections adds considerable time and labor to the removal of the pump. This project will modify the roofs to add maintenance hatches to allow vertical removal of the pumps without removing the roof. The modifications will not preclude future use of the removable roof and building sections.

Consultant Selection:

Staff issued a Request for Proposal for the design phase engineering services to four consultants: Carollo Engineers, Kleinfelder, Lee & Ro and RRM Design Group. Kleinfelder, Carollo, and RRM submitted proposals for the project; Lee & Ro declined to submit a proposal due to unavailable resources. Staff evaluated the proposals and selected Kleinfelder based on the strength of its proposal and its extensive engineering experience in similar structural building modifications. The consultant selection matrix is attached as Exhibit "B". Kleinfelder demonstrated careful consideration of all relevant design parameters and its approach to the design of the structural modifications at FPS2 minimizing impacts to the existing structure and equipment. Kleinfelder's proposal in the amount of \$112,395 is provided as Exhibit "C". Although RRM's proposal was significantly less, staff believes RRM underestimated the work effort. Kleinfelder provides the best value as it included more hours for preliminary and final design than Carollo and RRM resulting in the lowest overall unit cost per hour. Kleinfelder recently performed well on the structural design of the Michelson Lift Station wet and dry well as a subconsultant to Stantec.

FISCAL IMPACTS:

Projects 11752 (5453) and 21167 (5469) are included in the FY 2014-15 Capital Budget. The existing budgets are sufficient to fund the design of the project.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on May 19, 2015.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES WITH KLEINFELDER IN THE AMOUNT OF \$112,395 FOR THE MICHELSON WATER RECYCLING PLANT FILTER PUMP STATION 2 AND THE DYER ROAD WELL FIELD WELLS 12 AND 13 ROOF MODIFICATIONS, PROJECTS 21167 (5469) AND 11752 (5453).

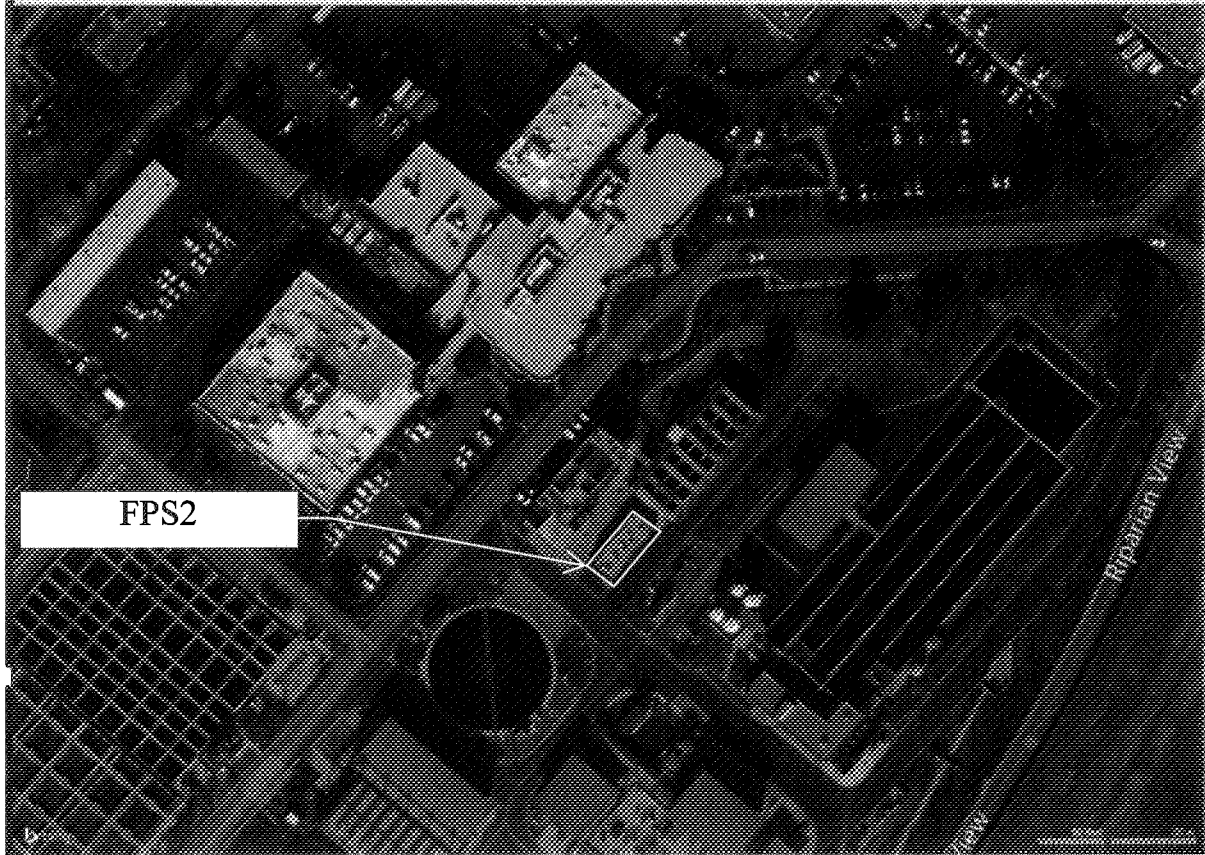
Consent Calendar: Michelson Water Recycling Plant Filter Pump Station 2 and Dyer Road Well
Field Wells 12 and 13 Roof Modifications Consultant Selection
May 26, 2015
Page 3

LIST OF EXHIBITS:

- Exhibit "A" – Site Location Maps
- Exhibit "B" – Consultant Selection Matrix
- Exhibit "C" – Kleinfelder Proposal

EXHIBIT "A": PROJECT LOCATION MAP

MWRP FILTER PUMP STATION 2



PROJECT LOCATION MAP

WELL 12



PROJECT LOCATION MAP

WELL 13



EXHIBIT "B"

MWRP FPS2 AND DYER ROAD WELL FIELD WELLS 12 AND 13 ROOF HATCHES REPLACEMENT CONSULTANT SELECTION MATRIX

	Weights	Carollo		Kleinfelder		RRM	
TECHNICAL APPROACH	60%						
*Project Approach	30%	2		1		3	
*Project Details in PDR	10%	2		1		3	
*Scope of Work	30%	2		1		3	
*Man Hour Estimates	30%	2		1		3	
Weighted Score (Technical Approach)		2.00		1.00		3.00	
EXPERIENCE	40%						
*Firm/Team	15%	1		1		3	
*Project Manager	40%	3		1		2	
*Project Engineer 1 - Mech	15%	2		1		3	
*Project Engineer 2 - Elec	15%	2		1		3	
*Project Engineer 2 - Struct	15%	1		2		3	
Weighted Score (Experience)		2.10		1.15		2.60	
Project Manager		Megan Brown	12 Yrs	Zeenat Chandrasekhar	20 Yrs	William Graeber	30 Yrs
Principal in Charge		Jeff Thornbury	30	Bart Patton	41	Lenny Grant	14
QC/QA		Jeff Weishaar	9	Eric Ng	30	Michael Doremus	5
Mechanical		Chad Green	5	Ed Mathews	30		
Electrical		Troy Hedlund	13	Joe Mores	20	Ken Melgoza	19
Structural		James Doering	21	Eric Fontaine	9		
Architect		Martin Ramirez	15	Daniel Tenny	30		
COMBINED WEIGHTED SCORE		2.04		1.06		2.84	
		Man-hours		Man-hours		Man-hours	
Task 1 Preliminary Design Report		142		190		192	
Task 2 Final Design		494		577		206	
TOTAL DESIGN HOURS		636		767		398	
Task 3 Project Management		38					
TOTAL HOURS		674		767		398	
FEE							
Multiplier		1.00		1.00		1.00	
Average \$/manhrs		\$193		\$147		\$191	
Does not include \$s for:							
PDR		\$24,882		\$29,204		\$37,315	
Add Items (PM)		\$1,669		\$0		\$0	
Final Design		\$90,388		\$83,191		\$36,683	
Add Items (PM)		\$6,061				\$2,000	
Subtotal - PDR & Design		\$123,000		\$112,395		\$75,998	
Services During Construction							
Grand Total - PDR/Design/Const. Ser.		\$123,000		\$112,395		\$75,998	
Professional Liability Insurance		YES		YES		YES	
General Liability Insurance		YES		YES		YES	
FORCED RANKINGS:							
1 - First							
2 - Second							
3 - Third							

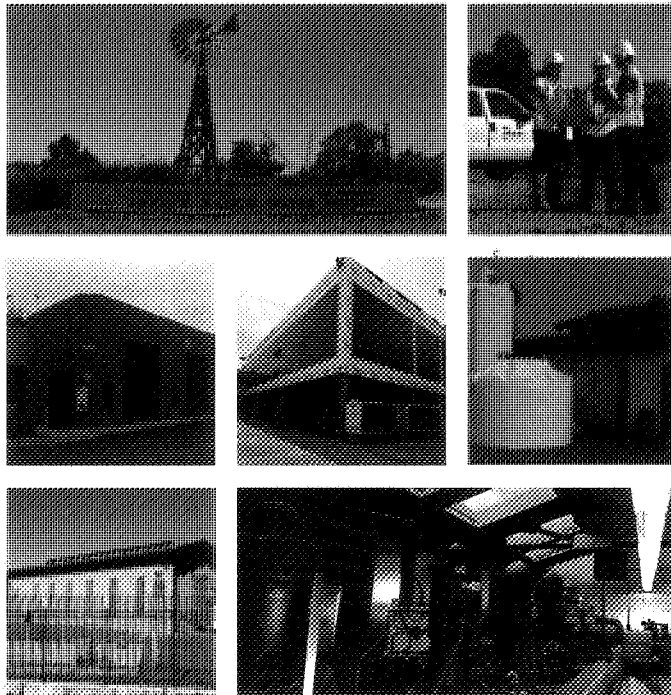
EXHIBIT "C"

Proposal for

**Design Phase Engineering Services for
MWRP FPS2 Roof Replacement and
Wells 12 and 13 Roof Hatches Replacement**

In Response to

Irvine Ranch Water District



April 27, 2015



2 Ada, Suite 250
Irvine, CA
92618
p | 949.727.4466
f | 949.727.9242
kleinfelder.com

April 27, 2015

Irvine Ranch Water District
Engineering Department
15600 Sand Canyon Avenue
Irvine, CA 92618
ATTN: Mr. Malcolm A. Cortez, PE, Principal Engineer

**RE: Proposal for Design Phase Engineering Services
MWRP FPS2 Roof Replacement and Wells 12 and 13 Roof Hatches Replacement**

Dear Selection Committee Members:

Kleinfelder understands the Irvine Ranch Water District (IRWD) is seeking a qualified firm to provide preliminary and final design services for the construction of roof access hatches on Filter Pump Station 2 (FPS2) at the Michelson Water Recycling Plant (MWRP) and Wells 12 and 13 at the Dyer Road Well Field (DRWF) in Santa Ana. The new roof hatches will allow for the vertical removal of pump components at each facility, which will ultimately allow for ease of access for servicing, while also minimizing the amount of replacement time required. We appreciate your invitation to present our team's qualifications for this project. Kleinfelder has a long and successful history of providing design services on similar projects and we truly believe our team is an excellent choice for IRWD. We offer the following unmatched experience:

DESIGN ENGINEERING EXPERTISE

We offer IRWD a highly skilled, qualified, and coordinated team of engineers who are experienced in the design of a variety of projects—including general civil/mechanical engineering and particularly structural engineering. This experience coupled with our team of experts in architecture and electrical engineering will enable us to provide IRWD with innovative design solutions which include well-planned designs that minimize construction costs and unobstructed operation of pumps. Kleinfelder will be an advocate for IRWD's budget and standards to ultimately deliver a high quality, cost-effective end product.

"We have been extremely pleased with the work completed by Kleinfelder. They are always prepared to proactively identify options and solutions to challenges inevitably occurring in a complex project. With well earned respect, I confidently recommend Kleinfelder, who possesses the knowledge, technical experience, and outstanding professional services to finish your project on time and on budget."

Henry W. Loun, P.E., R.E.E., Q.S.D.
Senior Utilities Engineer
City of Hayward

LOCAL PROJECT DELIVERY

For over 50 years, Kleinfelder has offered our clients unparalleled design, engineering, and construction management services on a variety of projects throughout Southern California, including water/wastewater agencies. Our experience includes several projects for IRWD as well as projects in similar scope and design, including:



- Padre Dam Municipal Water District, Flinn Springs Pump Station No. 3 and Rios Canyon Pump Station No. 2
- Rancho San Diego Pump Station Rehabilitation
- IRWD, Michelson Lift Station Relocation
- IRWD, 2014 Sewer Rehabilitation Project and Design
- Fallbrook Public Utility District Wastewater Treatment Plant, Water Reclamation Plant No. 1 Improvements
- Carlsbad Desalination Plant EPC Design-Build
- Scripps Ranch Pump Station Design-Build
- San Diego International Airport Terminal 2 East Improvements

Our team's experience working with IRWD will require less ramp-up time and focus on delivering design solutions that will meet IRWD's proposed approval and construction schedule.

UNRIVALED SOLUTIONS

Kleinfelder is continually seeking the best solutions to offer our clients, which includes a talent pool of local experts. With the acquisition of Simon Wong Engineering in 2012, Kleinfelder brought in the best structural engineering team with unrivaled expertise in structural design of water/wastewater structures. Kleinfelder's structural group is a leader in the industry, with a focus on cost effective and innovative solutions. Our structural engineers are also proficient in project management with extensive experience managing similar structural design projects and experts in streamlining tasks to meet each schedule and budgetary demands.

"Kleinfelder provides outstanding professional services to the City and I am extremely satisfied with their work. I strongly recommend Kleinfelder for the completion of your projects. Kleinfelder is responsive and thorough in their investigative approach in addressing the unique structural and operational issues for each tank."

Rebecca Li, PE
Associate Engineer
City of Garden Grove



Our project delivery team has completed design projects similar in nature to the MWRP FPS2 Roof Replacement and Wells 12 and 13 Roof Hatch Replacement that were successfully executed beginning with the identification and recommendation of appropriate rehabilitation methods. Our well-planned designs incorporate constructability reviews and phasing with the goal of minimizing construction costs and owner's risk.

We are proposing the same high-quality approach for the MWRP FPS2 and Wells 12 and 13 Project. Our cost-effective approach to this project is based on our experience working on similar existing structures and providing solutions tailored to

each location, taking into account site constraints, and constructability while selecting the most appropriate and cost effective alternative. By leveraging the collective experience of the project team, we will be able to identify solutions that are the least disruptive to the operation of the pump station.

SECTION 1: PROJECT APPROACH AND SCOPE

The following sections detail our approach, scope of work and methodology for each task, our project team, our relevant experience and references from past projects that demonstrate our team's qualifications for this project. Additionally, we have included a full project schedule, required statements, and proof of insurance as requested in IRWD's request for proposal (RFP), dated April 1, 2015. **Further, we have attached preliminary sketches illustrating the design approach in Appendix A.** As required by the RFP, our budget proposal is submitted in a separate, sealed envelope.

PROJECT UNDERSTANDING AND APPROACH

This project will construct roof access hatches to allow vertical removal of pumps at three pumping facilities: Filter Pump Station 2 (FPS2) at the Michelson Water Recycling Plant (MWRP) and Wells 12 and 13 of the Dyer Road Well Field (DRWF) in Santa Ana. From our review of the RFP, we understand the scope will consist of the following:

MWRP FPS2

FPS2 was added to the original MWRP as part of Filtration Facility in 1978. This is a 58'-0"x24'-0" Concrete Masonry Unit (CMU) building with a below grade cast-in-place concrete wet well. The above grade portion of the building is 17'-0" tall with a metal deck flat



roof supported by steel beams. The building houses four pumps and engines. The building has four skylights that were installed in the roof but the openings are too small and are not centered on the pump axes to allow vertical removal of the pumps.

The structural steel beams supporting the metal deck are also directly centered on the pump. In addition to this a three-ton mechanical bridge crane, lights, conduits, and gas detection equipment are attached to the existing steel beams. Currently, pumps are serviced by lifting them with the bridge crane, taking them apart in place, and then removing them horizontally through roll up doors in the front wall. This time consuming and inefficient process is performed in the very limited space available in the pump station increasing risk of injury to the personnel and damage to the pumps. IRWD wants to construct hatches directly above the pumps to allow for vertical removal of the pumps. This would allow the pumps to be removed without having to dismantle them in place thus reducing risk to personnel and damage of equipment. In addition, IRWD wants to preserve the function of all existing equipment that is mounted to the roof and supporting steel beams including lighting, gas detection equipment, and the bridge crane, while minimizing the amount of roof replacement required to add the access hatches.



**Flinn Springs Pump Station No. 3,
Padre Dam Municipal Water District**

Our Approach

With these considerations in mind, our approach will include placement of additional framing beams on both sides of the proposed openings spanning the width of the building. The existing skylight openings will be incorporated into the proposed new openings. The existing exhaust fans will be relocated adjacent to the new hatches. This approach will minimize the impact to the roofing and maintain the functionality of the bridge crane. In general, we believe most other approaches, including reframing the entire roof, will be too disruptive to the existing structure. We will recommend roof hatches taking into consideration ease of operation, accessibility, ease of construction and minimal disruption. In discussion with our architectural team, careful attention shall be given to detailing the roof at the new curbs at the hatches.

Additionally, the design shall include other improvements as requested by IRWD Operations staff, e.g. replacement of the existing lighting system attached to the pump station roof with an LED (light emitting diode) lighting system and replacement of the exhaust fans.

DRWF Wells 12 and 13

The pump buildings at DRWF Wells 12 and 13 were constructed in early 1980's. The main buildings are CMU buildings with wood truss roofs. The well heads are housed within a wooden portion of each building. This portion of the building consists of removable wood framed wall and roof sections around the well head. The purpose of the removable building sections is to allow access to the single electric pump; the wall and roof sections are disconnected and lifted off with a crane. Currently this effort of removing the wall and the roof for pump repairs adds considerable time to the effort. The removable roofs do not have skylights or hatches to allow removal of the pumps without taking the roofs off completely. This project will modify the roofs at DRWF Wells 12 and 13 to add maintenance hatches to allow pump removal vertically without taking off the roofs. Additionally, the project modifications must preserve the ability to remove the roofs and the walls around the well head to facilitate well rehabilitation.

Our Approach

Our approach to this would be to cut and remove the existing wood members directly above the pumps to install new hatches. New trusses will be used to support the impacted existing framing and the new hatch. During our site visit, the design team noticed signs of damage to the interior wall plywood due to water from the pump. During the design, if we determine that the existing structure requires repair, we will include recommendations for this in the technical memorandum.

As part of this project, the design team will also include other minor improvements as requested by IRWD Operations staff, e.g. replacement of the existing lighting system with an LED lighting system. Design solutions will allow for both wells to be operational during construction.



In addition to visiting the project location, our team has thoroughly reviewed the information provided in the RFP. Please refer to **Appendix A**, for an illustration of our recommendations for design.

SCOPE OF WORK

Below we have listed IRWD's Preliminary and Final Design tasks as identified in the RFP, clarified the work proposed under each phase and illustrated how the project will be implemented and correspond to the proposed schedule included herein. The specific tasks identified in the RFP are noted for IRWD reference. Our scope of work is presented below:

Task 1: Preliminary Design

Kleinfelder will address the following items in the preliminary design:

- 1.1 **Technical Memorandum** – Kleinfelder will prepare a Preliminary Design Technical Memorandum covering the following topics.
 - a. **Background Information** – Our project team will collect and review all background information, such as record and as-built plans.
 - b. **Site Reconnaissance** – Our project team will perform pre-design site reconnaissance of buildings. *Through this site visit, the project team will establish/verify all relevant existing as-built conditions, including discussions of the proposed solution with IRWD's plant operator and project managers.*
 - c. **Conceptual Layout** – *Based on IRWD's input and our engineering expertise and experience, we will provide an engineering solution in the technical memorandum which will include conceptual layouts, a detailed discussion of the solutions, and final recommendations.* The conceptual layout of each building will include hatch locations, structural modifications, roof design, lighting and conduit modifications, and any other modifications or replacement of existing equipment. We will also confirm there is sufficient power for any electrical changes at each site.
 - d. **Right-of-Way** – We understand that IRWD will provide existing right-of-way information (property lines and easements). *Based on right-of-way information provided by IRWD, our civil engineering team will identify any necessary temporary construction easements.*
 - e. **Project Schedule** – Our project team will develop and maintain a design and construction schedule, including identification of any long lead items that will be required for the project.
 - f. **Engineer's Estimate** – Our project team will develop an engineer's estimate of construction cost with both the Draft and Final Preliminary Design Technical Memoranda.
- 1.2 **Meetings** – Our project team will meet with IRWD to kick off the project and visit the site. This meeting will define project goals and schedule, phasing, and restrictions on construction. Following submission of preliminary design deliverables, the project team will meet with IRWD to present the draft. A final submittal meeting will be held after comments to the draft are addressed. As directed by the RFP, we propose a total of three (3) meetings for the preliminary design effort. Our project team will prepare an agenda and will follow up with meeting minutes and action items for each meeting.
- 1.3 **CEQA Documentation** – Our project team understands that IRWD will complete and file California Environmental Quality Act (CEQA) documentation for the project. Our project team will provide relevant project information to IRWD as it relates to our execution of the work, to assist with IRWD's preparation of the document.
- 1.4 **Permits** – We understand that permits are not currently anticipated by IRWD for this project. However, our design team is experienced in obtaining building permits with local agencies and can assist IRWD, if necessary.

Deliverable:

Kleinfelder will provide ten (10) copies of a Draft and Final Preliminary Design Technical Memorandum for the proposed roof improvements at FPS2 and Wells 12 and 13.



Task 2: Final Design

After approval of the Preliminary Design Technical Memorandum, Kleinfelder will address the following items in the final design:

2.1 Construction Drawings – Our project team will prepare architectural, structural, and other drawings as needed for the hatch installation at the three pump stations. The work will include but is not limited to:

- Site Plan;
- Architectural Plans;
- Structural Plans;
- Electrical Plans for any lighting or electrical equipment replacement;
- Details; and
- Construction Notes.

Drawing Standards – Detailed construction drawings will be prepared on IRWD standard 24-inch x 36-inch sheet in the latest version of AutoCAD using IRWD's title block.

2.2 Project Manual – Our project team will prepare a Project Manual in IRWD's standard format. The section of IRWD's template which requires project specific modifications will be revised accordingly.

2.3 Final Design Deliverables – Our project team will proceed with the final design after approval of the preliminary design technical memorandum. The final design will consist of three phases; 75% submittal, 99% submittal and 100% submittal. The design engineering team will comprise of our experienced structural engineers, civil engineers, electrical engineer, and architect. The recommendations from the technical memorandum will be incorporated in the final design with the collaborative effort of our design team. Our design team will provide relevant project specifications in the approved format at each phase. We will also develop an engineer's estimate for IRWD's review. The drawings and the specifications will be submitted as requested by IRWD.

a. **75% Submittal:** Our project team will prepare and submit a 75% design, including a draft set of plans for the entire project. Plans for the 75% submittal shall clearly show layouts of each component of the design, such as architectural, structural, mechanical, electrical, and detail sheets.

75% Design Deliverables:

- Eight (8) copies of the 75% construction drawings
- Eight (8) copies of the 75% Project Manual, including draft technical specifications sections (without General Provisions)
- Eight (8) copies of the 75% Engineer's Estimate of Probable Construction Cost

b. **99% Submittal:** Upon approval of the 75% design, the project team will advance the design for the 99% submittal to clearly show layouts of each component of the design, including architectural, structural, mechanical, electrical/instrumentation, and detail sheets. The 99% submittal will incorporate IRWD staff comments on the 75% submittal, as well as any comments received at the 75% plan preview meeting.

99% Design Deliverables:

- Eight (8) copies of the 99% construction drawings
- Eight (8) copies of the 99% Project Manual, including draft technical specifications sections (without General Provisions)
- Eight (8) copies of the updated 99% Engineer's Estimate of Probable Construction Cost

c. **100% Submittal:** The final submittal will incorporate IRWD staff comments on the 99% submittal, as well as comments received at the 99% plan preview meeting. The project team will prepare a final set of plans for the entire project that shall clearly show layouts of each component of the design such as architectural, structural, electrical/instrumentation, and detail sheets.

100% Design Deliverables:

- Eight (8) copies of the 100% construction drawings
- Eight (8) copies of the 100% Project Manual, including technical specification sections and General Provisions
- Eight (8) copies of the 100% Engineer's Estimate of Probable Construction Cost



- d. Plan Approval: The project team will submit stamped and signed reproducible plans (mylars), bond paper set of final plans, and original signed Project Manual for IRWD signatures. The team will attend the meeting for IRWD signatures to explain the project and answer questions. An updated Engineer's estimate will be submitted with the final plans and Project Manual.

Final Design Deliverables will also include:

- Stamped and signed mylars and bond paper set of final plans
- Original signed Project Manual
- Separate CD's containing:
 - Final construction drawings as a single PDF
 - Final AutoCAD electronic files
 - Word files of the Project Manual in the latest version of Microsoft Word
 - Project Manual as a single PDF

- 2.4 Project Meetings – Throughout the final design phase, the project team will conduct/attend project review meetings with IRWD following each design deliverable. The team will prepare and distribute meeting minutes. There will be a kick-off meeting, one meeting to preview the 75% plans, one meeting to preview the 99% plans, and one meeting to review the final 100% plan submittal, with IRWD. There will be four meetings in total.
- 2.5 Project Schedule – Our project team will submit a project schedule with the draft design submittals and final design submittal for the construction project that reflects coordination items, date of completed plans, critical path issues, IRWD review times, and shop drawing approval, manufacturing and delivery.
- 2.6 Permits – We understand that permits are not currently anticipated by IRWD for this project. However, if necessary, our project team will identify all required permits and controlling agencies, if any. Identification will include required fees and anticipated permit processing times. Our project team will apply for all permits identified.
- 2.7 Liquidated Damages Calculations – Our project team will assist in calculating liquidated damages value for each construction project, should the contract time be exceeded. We understand that IRWD's standard liquidated damage calculation form will be provided.
- 2.8 Construction Cost Estimate – Our project team will provide an itemized construction cost estimate at the draft submittal and an updated construction cost estimate at the final submittal.
- 2.9 Bid Period Assistance – During the bidding period, our project team will assist with providing information and clarification of bid documents to prospective bidders and prepare two (2) addenda for all prospective bidders, if so requested by IRWD.

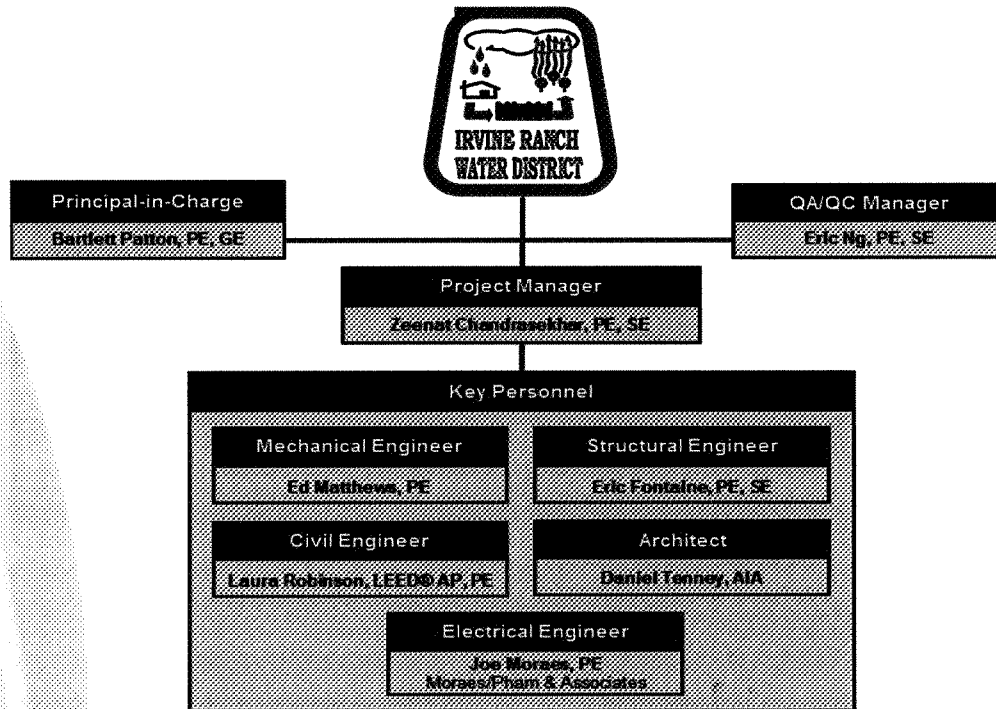
SECTION 2: PROJECT TEAM

Ms. Zeenat Chandrasekhar, PE, SE, will serve as the Project Manager, overseeing the delivery of the project. Her technical expertise will be further supplemented by Mr. Eric Ng, PE, SE, an industry leader in structural engineering, who will provide technical reviews and quality assurance/quality control for the project.

The work for this project will be performed from our Civil Design Center in our San Diego office, with support from our Irvine office. Our project manager, project engineer, civil engineer, and technical support staff are all located in the San Diego office, providing seamless communication amongst the core project team. Further, the Principal-in-Charge, Mr. Bart Patton, PE, GE, is located in our Irvine office, providing for a local contact. We have included Laura Robinson, PE, as our lead Civil Engineer, because of her expertise and familiarity with the requirements, standards and processes of IRWD. At any time during the project, the Project Team may work from the Irvine office to allow for convenient access to the project sites and IRWD.



We have organized our team with specialists capable of providing the services requested in the RFP. These individuals have exceptional experience in performing similar services. Key Team members will not be reassigned without prior written approval of the IRWD.



TEAM SCHEDULE

Our project team is experienced in undertaking a number of simultaneous projects and is prepared and dedicated to undertake IRWD's expected workload capacity for the duration of the contract.

	Zeenat Chandrasekhar	Eric Ng	Ed Matthews	Eric Fontaine	Laura Robinson	Daniel Tenney	Joe Moraes
Preliminary Design	20%	5%	5%	30%	5%	10%	10%
Final Design	30%	5%	5%	30%	5%	15%	15%

ROLES AND QUALIFICATIONS OF KEY INDIVIDUALS

A brief description of the roles and qualifications of the project team is provided below. **Resumes can be found in Appendix B.**

Zeenat Chandrasekhar, PE, SE - Project Manager.

Ms. Chandrasekhar is a principal engineer in our San Diego office with over twenty years of experience as a practicing structural engineer. Ms. Chandrasekhar has worked as an engineer and project manager on several large and small structural engineering projects including the Carlsbad Desalination Plant, Fallbrook Public Utility District Waste Water Treatment Plant Expansion, and the San Diego International Airport Terminal 2 East Expansion involving design of new and retrofit of existing structures. Ms. Chandrasekhar's work has been published in several leading technical magazines including the Water/Waste Water Magazine. Ms. Chandrasekhar has lead the design team as a project manager on multiple water, waste water treatment plants, hospitals, transportation projects, central energy plants and hotel projects, Besides her expertise as a project manager, as a structural

Project Manager:
Zeenat Chandrasekhar, PE, SE

- Long history as a structural engineer, designing complex retrofit projects.
- Project Manager of design teams, completing small and large projects on time and on budget.



engineer she is experienced in steel, concrete, masonry, and wood structures. Ms. Chandrasekhar's project management is exemplified by her delivery of quality projects on time and on budget.

Ms. Chandrasekhar's responsibilities as project manager will include the following:

- IRWD's point of contact for this project;
- Overall project execution;
- Review of contract documents, construction specifications, and cost estimates;
- Budget and schedule; and
- Attendance at meetings with IRWD staff.

Eric Ng, PE, SE - Quality Assurance/Quality Control.

Mr. Ng has over 30 years of experience in structural engineering, including new and retrofit design of numerous treatment plants, reservoir structures, potable water and wastewater pump stations, pipeline projects, fire stations, commercial, and wastewater treatment plant expansions, commercial and industrial buildings, gymnasiums, hospitals, and schools. He also has a substantial amount of experience in the retrofit of various types of buildings, such as concrete, steel, masonry, and wood structures.

Mr. Ng's responsibilities will include the following:

- Review of rehabilitation recommendations
- Review of design criteria
- Attendance at conference calls with our in-house staff as required
- Review of all deliverables prior to submittal
- Review of final plans and specifications
- Review of opinion of probable construction costs prepared by in-house staff

Bartlett Patton, PE, GE - Principal-in-Charge.

Mr. Patton has 41 years of experience as a geotechnical, civil, and environmental engineer. He has performed investigations and design studies for a wide variety of projects, including pipelines, dams, reservoirs, water treatment facilities, ports and harbors, highways and bridges, military installations, chemical storage and distribution facilities, and commercial and industrial facilities. For Kleinfelder, he has managed major civil, geotechnical and environmental contracts with the Los Angeles Department of Water and Power, and Ports of Los Angeles and Long Beach. He is currently the Client Account Manager for IRWD.

Mr. Patton's responsibilities will include the following:

- Verification that staff is meeting contractual and project design obligations to IRWD
- Client satisfaction feedback

Eric Fontaine, PE, SE - Structural Engineer.

Mr. Fontaine has over nine years of experience as a structural engineer; specializing in water/wastewater structure design and existing structure retrofits. His extensive experience includes the design of steel, concrete, masonry, and timber structures; specifications review; design document QA/QC; and management of project budgets and schedules. Mr. Fontaine has provided the design of numerous pump stations, many with wood truss or steel roofs, for various water districts in Southern California, including IRWD. Most relevantly, he recently served as Project Engineer for retrofit projects on two wooden pump stations in El Cajon, California: Flinn Springs Pump Station, which included widening and replacing the existing roof hatches with skylights, and the analysis and alternative design of roof modifications at Rios Canyon Pump Station.

Ed Matthews, PE – Mechanical Engineer.

Mr. Matthews has over 30 years of construction, mechanical design, planning, resident engineering and construction management experience including working on numerous municipal and public works projects. His experience in Design/Build (DB), Design/Build/ Operate/Maintain (DBOM), and traditional Design-Bid-Build includes the following areas: water/wastewater/reclaimed water treatment facilities, pipelines (gravity and forcemain), tunnels, trenchless technology, pump stations, condition assessment of infrastructure rehabilitation of structures and facilities, odor/corrosion control methods, chemical storage/feed facilities, sludge/biosolids



processing/dewatering/thickening and digestion facilities, water supply reservoirs (steel, pre-stressed concrete and open), dams, water supply wells, solid waste landfills and transfer stations, ancillary facilities and structures, cost estimating, construction contract management, alternate delivery methods, feasibility studies, basis of design criteria studies, operation and maintenance manuals, plant start-up and commissioning, compliance monitoring, permitting and certification reports.

Laura Robinson, PE, LEED® AP, QSD, ENV SP - Civil Engineer.

Ms. Robinson has over 10 years of experience in design and construction of utility replacements and upgrades, and system planning and evaluation. She has significant experience in hydrologic modeling and hydraulic modeling of water systems and sanitary and storm sewers. She consistently delivers projects on time and on budget, and provides open communication directly with clients on project progress. Ms. Robinson has overseen preparation of reports, designs, drawings, permit applications, quantity takeoffs and cost estimates, and construction administration. She has significant experience managing multi-disciplinary teams, while overseeing utility coordination and planning, hydraulic calculations, technical report writing, construction administration, shop drawing reviews, contractor coordination, client contact, and regulatory permitting. She also has significant recent experience as a civil engineer and assistant project manager for projects with IRWD.

Daniel Tenney, AIA- Architect.

Mr. Tenney has over 30 years of experience in the design of new construction, the rehabilitation of existing structures, historic adaptation and re-use, commercial renovations, project management and planning. His projects range from full building investigations to new building programming and design, exterior and interior rehabilitation, and campus planning. While actively participating in meetings and brainstorming sessions, Mr. Tenney is often found sketching up solutions. His ability to deliver creative cost effective solutions greatly benefits our clients.



For electrical engineering services, Kleinfelder will subcontract with **Mr. Joe Moraes of Moraes/Pham & Associates (MPA)** based on his local expertise, technical capability, local knowledge, and a history of successfully working together on projects similar in scope to this project. Moraes/Pham & Associates (MPA) was established in 1988 as an architectural engineering firm offering electrical design services. MPA has since concentrated on the water and wastewater industry and provides design services for electrical, instrumentation, and control systems. MPA's engineers are thoroughly familiar with motor control centers (MCCs), standby generators, variable-frequency drives (VFDs), power quality, programmable logic controllers (PLCs), and telemetry and their interactions with each other. MPA will provide electrical/controls services for this project.

SECTION 3: REFERENCES AND RELEVANT EXPERIENCE

Founded in 1961, Kleinfelder is an employee-owned engineering, design, and scientific consulting firm with nearly 2,000 nationwide professional staff. Our ability to provide the right solutions to clients across disciplines has earned us recognition and awards from high-profile industry partners, government agencies, and national and international associations. In 2014, Engineering News-Record (ENR) magazine ranked Kleinfelder 39th on its "Top 500 Design Firms" list.

Kleinfelder is a full-service structural engineering firm with a variety of public and private, new and renovation projects. We believe that the successful solution to any project evolves from a thoughtful and creative analysis of the architectural and mechanical concept, user needs, and budget. Our team is comprised of experienced, creative, and energetic staff members with technical capability, local knowledge, and a history of successfully delivering projects of a similar nature to the projects on this contract. Our experience and expertise in our field is unrivaled. We take great pride in our work, our ethics, and in our accountability to the public as professional engineers. **IRWD can depend on Kleinfelder to be responsible for our work and to meet our commitments.**



REFERENCES AND PROJECT EXPERIENCE

We are proud of our accomplishments, including adherence to project budgets and schedules, and we invite you to contact the references listed below to hear for yourself what it is like to do business with the Kleinfelder team. The brief abstracts that are included on the following pages provide additional information on several similar design projects, highlighting key elements and application to IRWD's project. These projects strongly demonstrate the expertise of Kleinfelder in handling complex design requirements.

FLINN SPRINGS PUMP STATION NO. 3, PADRE DAM MUNICIPAL WATER DISTRICT EL CAJON, CALIFORNIA

DATES: 2011-2013

REFERENCE CONTACT

Padre Dam Municipal Water
District

Michael Hindle
619.258.4632

KEY STAFF

Eric Fontaine, PE, SE

APPLICATION TO IRWD PROJECT

- Completed on schedule and on budget
- Structural Design
- Existing Building Improvements – including widening existing roof openings over existing pumps
- Electrical Engineering Coordination
- Architectural Design Coordination

Kleinfelder assisted Padre Dam Municipal Water District (PDMWD) in their addition of an emergency diesel powered standby generator at a key potable water pump station, the Flinn Springs Pump Station (PS No. 3), located in the Eastern Service Area near the City of El Cajon. **The pump station is a 1,100-square-foot CMU building with wood purlins and 24-foot girder trusses span around the five roof skylights.** The pump station had been retrofitted in the late 1990s by adding steel columns around the inside perimeter of the wall, but were observed as corroded after about 10 years. Since this was a key potable water pump station for PDMWD, the emergency generator improves electrical power reliability at PS No. 3 and, thereby, reliability of the distribution system.

SCOPE OF WORK

Kleinfelder provided structural engineering services to repair existing seismic columns and strengthen wood trusses inside the pump station building. **Kleinfelder provided the design for replacing and widening the five wooden roof hatches with larger skylights that were then centered over the pump motors.** Kleinfelder also designed a seven-foot tall retaining wall to accommodate the emergency generator.



RIOS CANYON PUMP STATION STRUCTURAL IMPROVEMENTS, PADRE DAM MUNICIPAL WATER DISTRICT EL CAJON, CALIFORNIA

DATE: 2010

REFERENCE CONTACT

Padre Dam Municipal Water
District
Michael Hindle
619.258.4632

KEY STAFF

- Eric Fontaine, PE, SE

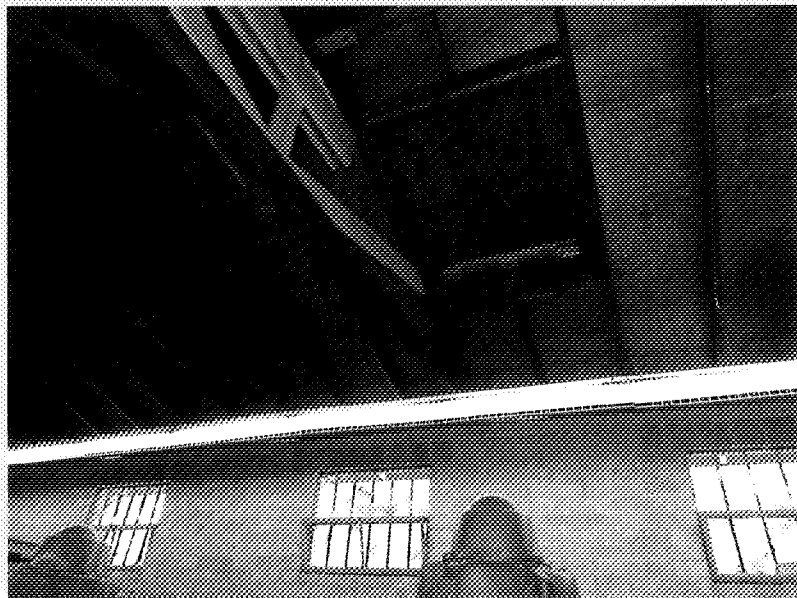
APPLICATION TO IRWD PROJECT

- On schedule and on budget
- Structural Analysis and Design
- Seismic Analysis
- Gravity Load Analysis
- Existing Building Improvements

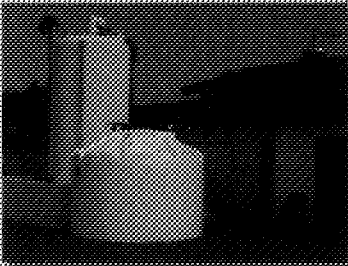
Padre Dam Municipal Water District's (PDMWD) Rios Canyon Pump Station No. 2 was built in the 1960s. It is a 900-square-foot CMU structure with a wood roof consisting of wood purlins and 20-foot girder trusses. **The roof has five hatch openings centered over the pumps for easy removal.** PDMWD wanted to investigate the option to replace the wood shingle roof with a much heavier concrete tile roof.

SCOPE OF WORK

Kleinfelder provided the seismic and gravity analysis of the existing Rios Canyon Pump Station structure with the addition of the concrete tile roof and also suggested additional key repairs to the aging structure. Although PDMWD elected to omit the addition of the concrete tile roof due to cost, they did move forward with some key repairs to the structure recommended by Kleinfelder such as **new roof-to-wall anchorage ties and strengthening of the wood truss web members.** A CMU retaining wall was also designed at the site.



RANCHO SAN DIEGO PUMP STATION REHABILITATION SAN DIEGO, CALIFORNIA



DATE: 2015

REFERENCE CONTACT

County of San Diego
c/o Black & Veatch Corporation
David Cover, PE, BCEE
760.510.8139

KEY STAFF

- Eric Ng, SE, Project Manager
- Eric Fontaine, PE, SE

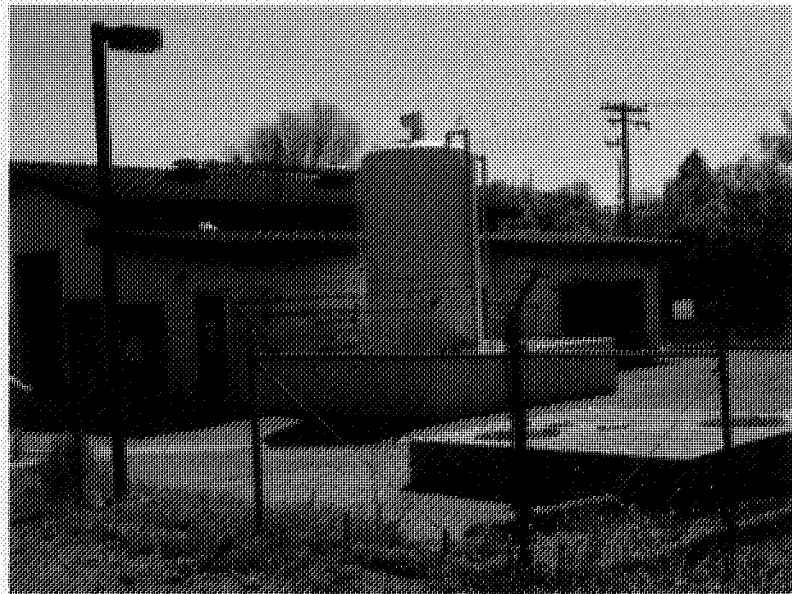
APPLICATION TO IRWD PROJECT

- On schedule and on budget
- Structural Analysis and Design – including addition of (3) new skylights in existing roof
- Existing Building Improvements

The County of San Diego Rancho San Diego Pump Station (RSDPS), located near Spring Valley, was constructed in 1989 and consists of an above grade one-story CMU building with a wood framed roof, and a below grade concrete structure for the pumps, wet well, and dry well.

SCOPE OF WORK

This project included the **structural analysis of system conditions, condition assessment of existing pump station, recommendations for pump replacement, and modifications to existing mechanical systems.** The final design will improve the baseline capacity of the pump station, bring the facility up to current NFPA 820 and Hydraulic Institute standards, and refurbish valves and interior piping. Additionally, Kleinfelder provided the structural analysis and all construction documents for the seismic retrofit of the CMU building, which were due to the removal of and openings in existing shear walls, openings in the elevated concrete slab over the wet well, **new openings in the existing roof,** and other miscellaneous repairs and improvements.



MICHELSON LIFT STATION RELOCATION IRVINE, CALIFORNIA

DATES: Ongoing

REFERENCE CONTACT

Irvine Ranch Water District
Jacob Moeder, PE
949.453.5654

KEY STAFF

- Eric Ng, PE, SE, Project Manager
- Joe Moraes, PE

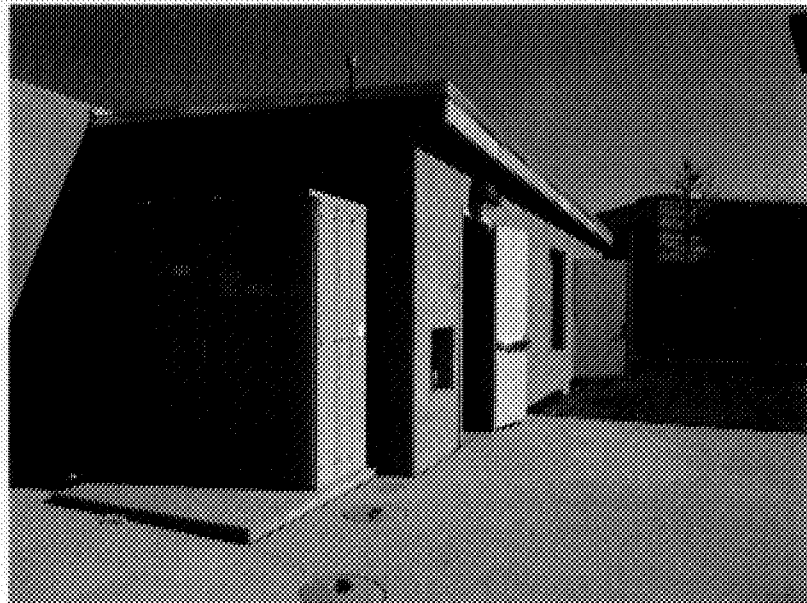
APPLICATION TO IRWD PROJECT

- On schedule and on budget
- Structural Design and Drafting
- Electrical Engineering
- Architectural Design

Michelson Lift Station is located in Irvine at the corner of Michelson and Carlson Avenues. This project is currently under construction.

SCOPE OF WORK

Under subcontract, Kleinfelder is providing the structural design and drafting of an underground concrete structure for the wet and dry well of this sewer lift station. Due to the presence of groundwater, the underground structure is designed to withstand hydrostatic force and uplift force. Additionally, Kleinfelder is designing a one story CMU building to house the electrical equipment and generator as well as the design of a 12' tall CMU screen wall at the site.



**FALLBROOK WASTEWATER TREATMENT PLANT
FALLBROOK, CALIFORNIA**



DATES: Ongoing

REFERENCE CONTACT

Black & Veatch Corporation
John Bekmanis, PE
760.621.8421

KEY STAFF

- Zeerat Chandrasekhar, PE, SE,
Project Manager
- Eric Ng, PE, SE
- Eric Fontaine, PE, SE

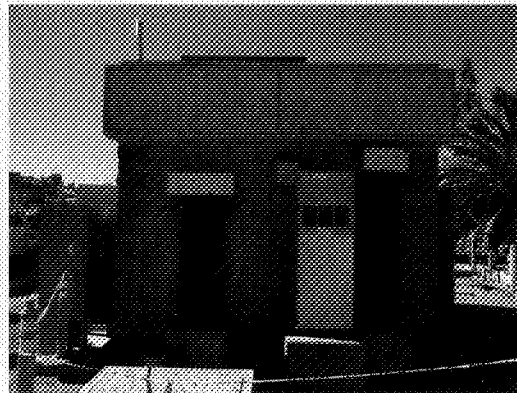
APPLICATION TO IRWD PROJECT

- On schedule and on budget
- Structural Design – Preliminary
and Final
- Improvements to Existing
Structures
- Existing Building Improvements

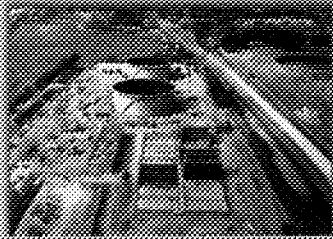
Kleinfelder is providing Structural Engineering services for improvements to the 2.7 MGD Water Reclamation Plant No. 1 (WRP1) for the Fallbrook Public Utility District. The regional water reclamation plant, which includes a service area of 4,250 acres within northern San Diego County has a plant capacity of 2.7 million gallon per day (MGD). **The plant improvements will upgrade the facility to function reliably for the next 30 years of operations.**

SCOPE OF WORK

Our scope of work includes improvements to the existing, Aeration Basins, Operation building, Centrifuge Canopy, Equalization Basin, and Chlorine Contact Area Canopy. **New structures to be designed by Kleinfelder include the Intermediate Pumping Station, Secondary Clarifier (75' Diameter), New Tertiary Filter Facility, Blower Building and miscellaneous yard piping support structures.**



CARLSBAD DESALINATION PLANT EPC DESIGN-BUILD CARLSBAD, CALIFORNIA



DATES: Ongoing

REFERENCE CONTACT

Arcadis

Peter V. Tymkiw, PE, BCEE,
Senior Vice President
760.214.2300

KEY STAFF

- Zeenat Chandrasekhar, PE, SE,
Project Manager
- Eric Ng, PE, SE

APPLICATION TO IRWD PROJECT

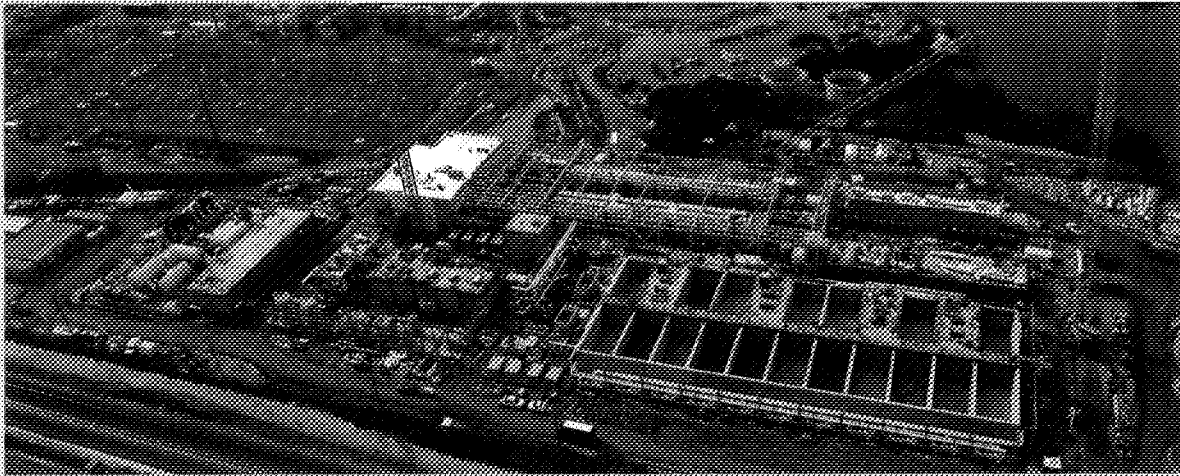
- On schedule and on budget
- Fast-Paced Design-Build
- Structural Design – Preliminary and Final
- Structural Assessment and Inspection

The \$1B Carlsbad Desalination Project, once complete in 2016, will be the largest desalination plant in the western hemisphere and the first of its kind in California. The project will produce over 50 million gallons per day (56,000 acre-feet per year) of drought-proof water, enough for over 3.1M San Diego residents.

SCOPE OF WORK

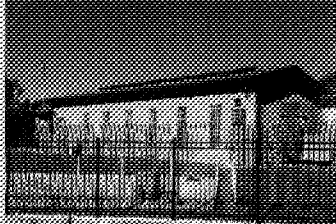
Kleinfelder provided the complete structural design of all the treatment building structures including the pretreatment tanks, clearwell, backwash tank, reverse osmosis building, administrative building, suckback tank, chemical building, the electrical building, product water storage tank, and the intake pump station for the Carlsbad Desalination Plant project.

As a **fast-track design-build project**, both economy and schedule were of paramount importance. To meet this challenge, the structural team took the lead in completing the design ahead of all disciplines in order to allow for early construction start. Located within the footprint of an existing power generating station, and adjacent to the ocean, there were a variety of other design challenges. Kleinfelder's innovative design solutions included many new concrete approaches to protect structural steel from both corrosive salt water and the heat generated by the curing of mass concrete, structures that can accommodate the buoyance uplift caused by tidal influence, and compact facilities that fit within the relatively small six-acre footprint. For example, to accommodate various structures at different depths and placed in close proximity to each other the design team used lean concrete/native slurry backfill below the foundations of the higher structures to minimize the loading effects on deeper structures.



*American Public Works Association (APWA)
San Diego & Imperial Counties Chapter
2014 Award Winning Project*

**SCRIPPS RANCH PUMP STATION DESIGN-BUILD
MIRAMAR, CALIFORNIA**



DATES: 2011-2014

REFERENCE CONTACT

City of San Diego
Jud Warren
c/o Brown & Caldwell
858.874.6922

KEY STAFF

- Eric Fontaine, PE, SE

APPLICATION TO IRWD PROJECT

- Completed on schedule and on budget
- Fast-Paced Design-Build
- Structural Design – Preliminary and Final Design of Pump Station with Hatch Openings
- Electrical Engineering Coordination
- Architectural Design Coordination

The City of San Diego's new 2,300 square foot, \$13M Scripps Ranch Pump Station is located near the Miramar Water Treatment Plant in San Diego and is a critical facility, as it supplies over 90 percent of the water to San Diego's neighborhood, Scripps Ranch. Due to the sloping area and the San Diego County Water Authority aqueduct easement to the north and east, the project site was extremely restricting, forcing the long and narrow pump station building to be constructed with its north wall retaining up to 15 feet of existing sloping grade.

SCOPE OF WORK

Kleinfelder provided structural design engineering services for the design build of the one-story concrete masonry pump station with structural steel roof framing. With a pumping capacity of 17.2 MGD, this CMU building houses six pumps. **The steel gable roof accommodated removable skylights aligned above each pump for crane removal as well as a one-ton monorail.** Kleinfelder also provided structural design of the site retaining walls, a surge tank pad, and a vault for a new magnetic flow meter. As part of a design build project with Orion Construction, this pump station replaced the existing pump station located a quarter mile down the road.



TERMINAL 2 EAST (T2E) IMPROVEMENTS SAN DIEGO, CALIFORNIA

DATES: 2010-2014

REFERENCE CONTACT

San Diego County Regional Airport
Authority
Sajid Husain, Facilities
Development Department
619.400.2636

KEY STAFF

Zeenat Chandrasekhar, PE, SE,
Project Manager

APPLICATION TO IRWD PROJECT

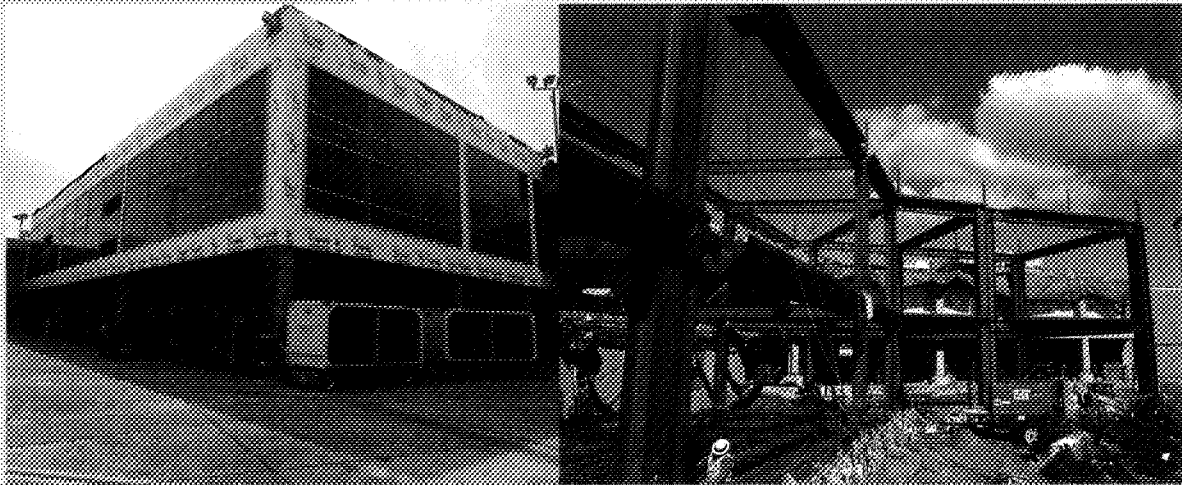
- On schedule and on budget
- Load Calculations and Structural Analysis
- Structural Design, Investigation, and Assessment
- Feasibility Studies
- Report Preparation

Having completed **more than 100 projects** with the San Diego International Airport (SDIA), Kleinfelder's deep understanding of the site's history and structural legacy enabled innovative structural design and construction for this **\$45 million retrofit and expansion** of Terminal 2 East (T2E), a vintage two-story facility built in the 1970s.

SCOPE OF WORK

Kleinfelder designed \$40M of upgrades to the San Diego International Airport's T2E - including Gates 24-28 and Gates 25-27. Kleinfelder's decision to advocate for the preservation of the existing foundation underlying T2E canopy while still meeting the new seismic regulations helped the airport avoid the costly construction of a new foundation, freeing our client to focus funds on structural integrity and other surrounding resources.

- The Gates 24-28 project consisted of a two-story steel special moment frame and concrete mat foundation addition, and the retrofit of the existing wing of the T2E building, approximately 14,750 square feet. This expansion program provided the travelling public with an updated concourse, dedicated gate hold rooms, and increased passenger amenities such as retail shops, food and beverage concessions, and public restrooms.
- The Gates 25-27 project, with approximately 13,800 square feet (west side addition), consists of a two-story steel special moment frame with concrete mat foundation addition. This expansion program will provide a new concessions shell space, food and beverage concessions shell spaces, food court open seating and circulation concession service areas, a new service elevator, and an expanded hold room area.



SECTION 4: SCHEDULE

Our key staff presented in this proposal are available to work on the project and will be assigned for the life of the project, from contract negotiations through the construction award. Our core team members, with their unique expertise and credentials in the appropriate disciplines, ensure sufficient capacity to fulfill the IRWD contract requirements. If necessary, we have additional staffing flexibility to supplement unforeseen project surges.

We have prepared the proposed schedule on the following page that illustrates the design tasks and identifies project milestones based upon the Scope of Services provided by IRWD:

Notice of Award	May 27, 2015
Notice to Proceed/Kick-off Meeting	June 4, 2015
Preliminary Design Draft Technical Memo Submittal Review and Preview Meeting	July 2, 2015
Return of IRWD Review Comments	July 9, 2015
Final Technical Memo Submittal and Preview Meeting	July 23, 2015
75% Plan Submittal and Preview Meeting	August 20, 2015
Return of IRWD Review Comments	September 3, 2015
99% Plan Submittal and Preview Meeting	October 1, 2015
Return of IRWD Review Comments	October 15, 2015
100% Plan Submittal and Preview Meeting	October 29, 2015
Plan Approval Meeting	November 5, 2015
Bid Opening	December 3, 2015
Construction Award	December 14, 2015 (Board)

In addition to project milestones identified by IRWD in the RFP, Kleinfelder has included site reconnaissance, and Quality Assurance/Quality Control (QA/QC) review periods before submission of final documents.

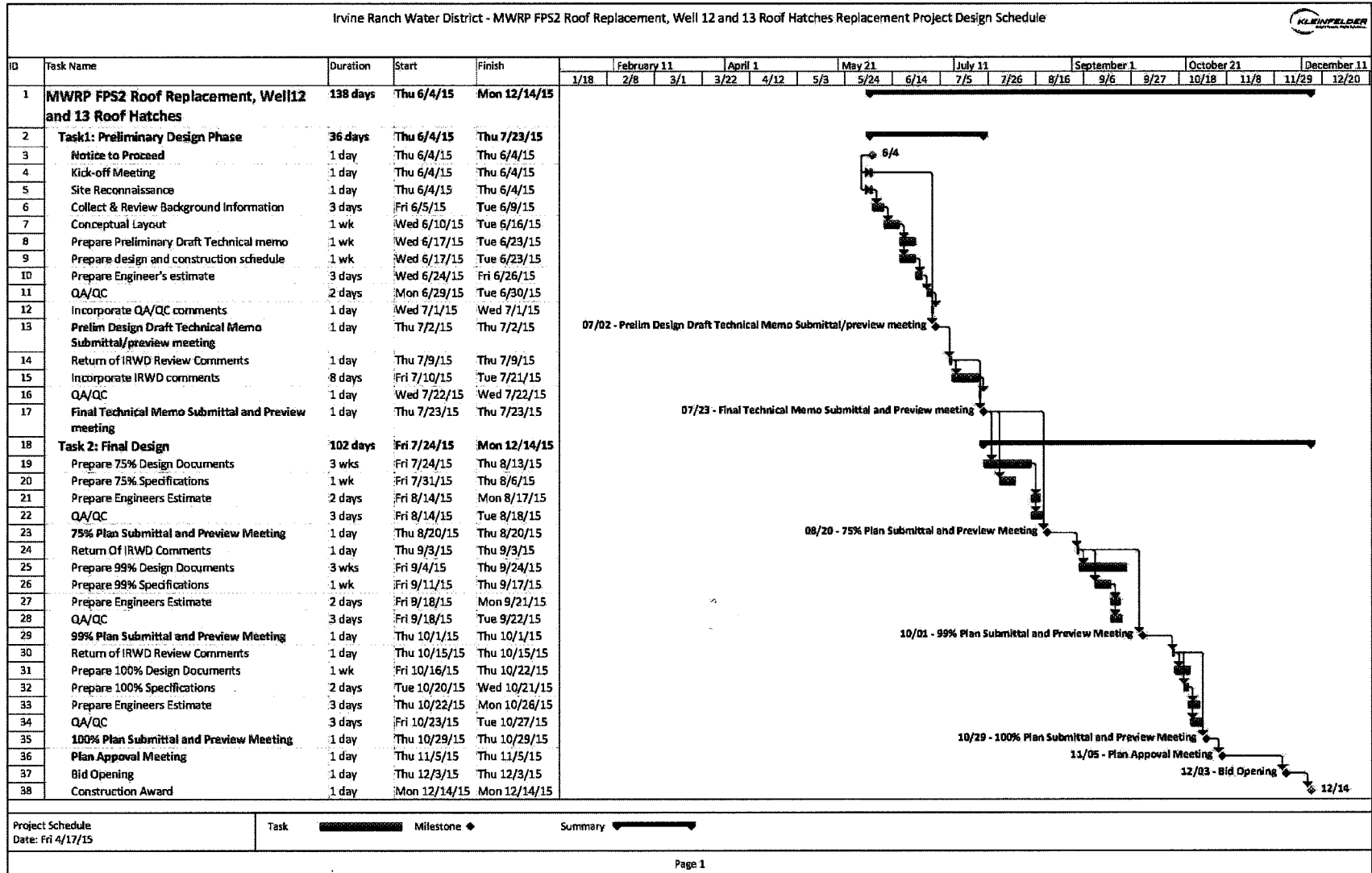
As indicated in the proposed scope, Kleinfelder has planned for a site reconnaissance and collection and review of project background information. This will assist in providing a conceptual layout, design and construction schedule, as well as the engineer's estimate.

We have included a total of five QA/QC review periods to ensure full review of draft and final submittals and that we have incorporated IRWD comments during each review period.

Kleinfelder will commit sufficient resources and has the capacity to meet this schedule for the work currently anticipated, provided that our assumptions on the duration of IRWD meetings and reviews are met.



Irvine Ranch Water District - MWRP FPS2 Roof Replacement, Well 12 and 13 Roof Hatches Replacement Project Design Schedule



Project Schedule
Date: Fri 4/17/15

Task Milestone Summary

SECTION 5: BUDGET

Kleinfelder uses an internal system to track budgets in Deltek, which follows all costs associated for the project. In order for this system to function, the Project Manager is responsible for establishing the project budget and Work Breakdown Structure (WBS). The WBS is the vehicle the Project Manager uses to track costs, hours and Earned Value for each task.

As work progresses on the project and time is charged to tasks, the Project Manager reviews charges to the project on a weekly basis, updating the Earned Value Analysis set up at the beginning of the project. At the end of each month, the Project Manager prepares a report that details the percent complete, in both cost and time, for each task. By reviewing the Earned Value Analysis, percent complete, schedule variance and cost performance index, the Project Manager develops a thorough understanding of the work as it pertains to budget and schedule. By monitoring these items, the Project Manager can determine where the project is financially, and use these tools to take corrective measures to get the project back on track, if necessary.

Kleinfelder's fee schedule and breakdown of estimated hours for each staff member by task is submitted in a separate sealed envelope.

SECTION 6: JOINT VENTURE

Kleinfelder is not submitting as a Joint Venture. We have included Moraes/Pham & Associates (MPA) as a subcontractor in **Section 2: Project Team**.

SECTION 7: CONFLICT OF INTEREST

To our knowledge, we have no conflicts of interest either personally or as a firm, with IRWD or with this project.

SECTION 8: INSURANCE

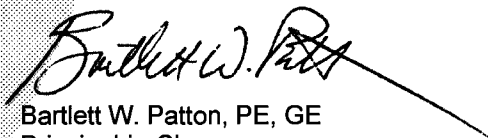
Kleinfelder has reviewed IRWD's insurance requirements included in the sample professional services agreement. Our coverage meets the requirements and our Certificate of Liability Insurance is located in **Appendix C**.

SECTION 9: CONTRACT

Kleinfelder has reviewed the sample professional services agreement and accepts the contract.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have questions or require additional information, please contact the undersigned.

Respectfully submitted,
KLEINFELDER, INC.


Bartlett W. Patton, PE, GE
Principal-in-Charge


Zeenat Chandrasekhar, PE, SE
Project Manager

cc: Alex Murphy, IRWD Project Engineer

Appendix A: Sample Plans
Appendix B: Resumes
Appendix C: Insurance Certificate



Fee Proposal for

**Design Phase Engineering Services for
MWRP FPS2 Roof Replacement and
Wells 12 and 13 Roof Hatches Replacement**

In Response to

Irvine Ranch Water District



April 27, 2015



2 Ada, Suite 250
Irvine, CA
92618
p| 949.727.4466
f| 949.727.9242
kleinfelder.com

April 27, 2015

Irvine Ranch Water District
Engineering Department
15600 Sand Canyon Avenue
Irvine, CA 92618
ATTN: Mr. Alex Murphy, PE, Project Engineer

**RE: Fee Proposal for Design Phase Engineering Services
MWRP FPS2 Roof Replacement and Wells 12 and 13 Roof Hatches Replacement**

Dear Selection Committee Members:

Kleinfelder, Inc. looks forward to building on our relationship with Irvine Ranch Water District (IRWD) by providing design phase engineering services for construction of roof access hatches to allow vertical removal of pumps at three pumping facilities: Filter Pump Station 2 (FPS2) at the Michelson Water Recycling Plant (MWRP) and Wells 12 and 13 of the Dyer Road Well Field (DRWF) in Santa Ana. We strive to provide solutions tailored to each location, taking into account site constraints, and constructability while selecting the most appropriate and cost effective alternative.

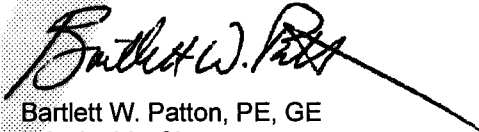
Attached herein is our Fee Proposal corresponding to the scope of work detailed in our Proposal. This Fee Proposal has been prepared in accordance with IRWD's Request for Proposal dated April 1, 2015, and the pre-proposal meeting that was held on April 14, 2015. As noted in the RFP, IRWD will pay for actual salary times hours spent times a multiplier, plus direct costs.

Our overall fee proposal is presented herein. We are proposing the following not-to-exceed value for each phase of work is summarized as follows:

Task 1- Preliminary Design	\$29,204
Task 2- Final Design	<u>\$83,191</u>
Total Engineering Services	\$112,395

We appreciate the opportunity to submit this proposal and look forward to working with you on this Project. If you have questions or require additional information, please contact the undersigned.

Respectfully submitted,
KLEINFELDER, INC.


Bartlett W. Patton, PE, GE
Principal-in-Charge


Zeenat Chandrasekhar, PE, SE
Project Manager



Fee Proposal

IRVINE RANCH WATER DISTRICT IMPROVEMENTS PROJECT
MWRP FPS2 Roof Replacement, Well 12 and 13 Roof Hatch Replacement

TASKS	LABOR ESTIMATES													TOTAL HOURS	MORAES PHAM	ODCS	TOTAL	PERCENTAGE OF TOTAL ESTIMATE
	PROJECT ROLE	Project Manager	QA/QC	Site Planning	Structural Lead/APM	Structural Designer	Senior Architect	Staff Professional I/CADD	Project Architect	Staff Professional II	Word Processor	Clencal	Project Controls					
	STAFF	Zenad Chandrasekhar	Eric Ng	Laura Robinson	Eric Fontaine	Bardia Hashemi	Daniel Tenney	Art Garcia/Franki Sookmay	Alex Ofenti	Scott Marvel	Liz	Carolee Krishna						
HOURLY RATE	165.00	220.00	150.00	140.00	120.00	150.00	120.00	135.00	120.00	63.00	47.00	120.00						
TASK 1 PRELIMINARY DESIGN																		
1. Technical Memorandum	12	4	2	12	4	4	4	4			8					\$1,000	\$6,444	
2. Background Information	4			10		4											\$2,880	
3. Site Reconnaissance	4			4													\$1,200	
4. Conceptual Layout	10			20	8	6	12										\$6,750	\$28,334
5. Right of Way	2		8						4								\$2,520	
6. Project Schedule	8																\$2,520	
7. Egresses Estimate	2			8					2								\$1,260	
8. Meetings (3 total)	12			4					2								\$3,780	\$6,288
9. CEDA Documentation	2																\$1,260	\$330
SUBCONSULTANT SUBTOTAL																\$1,000	\$1,000	\$230
TASK 1 Subtotal																		
	88	4	16	88	12	34	16	4	8	6	8	8	188			\$1,000	\$29,284	
TASK 2 FINAL DESIGN																		
2A. Construction Drawings (75% Submittal)																		
1. Site Plan	2		4						8								\$1,320	
2. Architectural Plans	8			4		4		10									\$2,520	
3. Structural Plans	12			28	24		32										\$3,360	\$18,732
4. Electrical Plans	8																\$2,520	
5. Details	8		2	20		4	12	10									\$2,520	
6. Construction Notes	2			6				6				12					\$1,260	
7. Specifications	6			4							6						\$1,260	
8. Mechanical Drawings (Area Calculations)		4															\$840	
9. Site Plan	2		4						8								\$1,320	
10. Architectural Plans	2			4		4		12									\$2,520	
11. Structural Plans	8			20	24		24										\$3,360	\$18,732
12. Electrical Plans	2																\$1,260	
13. Construction Notes	2		2	12			8	8									\$1,260	
14. Specifications	6			4		4					6	12					\$1,260	
15. General Labor Drawings (10% Submittal)		2															\$840	
16. Site Plan	2								2								\$1,320	
17. Architectural Plans	2					2		2									\$1,260	
18. Structural Plans	2			6	10		12										\$1,260	\$8,288
19. Electrical Plans	2															\$800		
20. Details	2																\$1,260	
21. Construction Notes	2																\$1,260	
22. Specifications	4			2							3						\$1,260	
23. Mechanical Drawings	8			4		2					6						\$2,520	\$1,260
2B. Final Design Deliverables																		
1. Final Design Deliverables																	\$0	
2. 75% Submittal (Sub-Task 2 Item 1A)																	\$0	
3. 50% Submittal (Sub-Task 2 Item 1B)																	\$0	
4. 100% Submittal (Sub-Task 2 Item 1C)																	\$0	
5. Plan Approval	4			4													\$1,260	\$1,260
6. Final Review of Plans	16			4													\$2,520	\$2,520
7. Project Milestone	8											4					\$1,260	\$1,260
8. Permit	4																\$840	\$840
9. Material Takeoff Calculation	6																\$1,260	\$1,260
10. Construction Schedule (Gantt Chart)	4																\$840	\$840
11. Construction Cost Estimate (Preliminary)	8																\$1,260	\$1,260
12. Construction Cost Estimate (Final)	8																\$1,260	\$1,260
13. Bid Proposal Preparation (10% Submittal)	8																\$1,260	\$1,260
SUBCONSULTANT SUBTOTAL																\$4,000	\$1,000	\$5,000
TASK 2 Subtotal																		
	148	10	18	122	58	34	68	28	18	21	24	4	377			\$4,000	\$1,000	\$5,000
GRAND TOTAL																		
	236	14	34	210	70	78	84	32	26	27	32	12	665			\$5,000	\$2,300	\$7,300
% of Total Proposed Costs																		
	29.3%	1.7%	4.3%	26.6%	8.8%	9.7%	10.6%	4.0%	3.3%	3.4%	4.0%	1.5%	83.2%			6.3%	2.9%	10.2%

May 26, 2015

Prepared by: Christopher Smithson 

Submitted by: Cheryl Clary 

Approved by: Paul Cook 

WORKSHOP

COST OF SERVICE STUDY AND POLICY CONSIDERATIONS

SUMMARY:

The District's consultant, Carollo Engineering, Inc., assisted by staff and legal counsel, has developed the District's Cost of Service Study. The purpose of this workshop is to present the study and receive input from the Board members.

BACKGROUND:

The purpose of the Cost of Service Study is to evaluate the District's existing rate setting processes and consider rate structure design components. The intent of the study is to ensure that the District will realize the following objectives:

- Provide water, sewer, and recycled service at rates that are fair and equitable;
- Charge rates that are consistent with industry accepted cost of service principles that satisfy future revenue requirements and that meet all state law requirements (including Propositions 218) ; and
- Provide these services while fairly and equitably allocating costs appropriately to those benefitting from them.

The District retained Carollo Engineering, Inc. to develop the Cost of Service Study. In developing the scope of the study, the District determined to retain a consultant that would provide the following:

- *Expertise:* The District would benefit from a consultant's experience in rate studies for other agencies.
- *Independence:* The District wanted to have an independent analysis to ensure the appropriateness of the District's rate structure and process

Staff is requesting comments from the Board that will be incorporated into the final report. Staff anticipates bringing the final report back to the Board on June 22, 2015 – the same meeting when the Board will be considering the adoption of rates and charges for FY 2015-16.

FISCAL IMPACTS:

There is no impact to the Fiscal Year 2014-15 Operating Budget. Impacts for the proposals have been incorporated into the Proposed 2015-16 Operating Budget.

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 reviewed by the Finance and Personnel Committee on December 9, 2014, January 13, 2015, and February 21, 2015.

RECOMMENDATION:

THAT THE BOARD REVIEW AND PROVIDE INPUT ON THE STUDY.


LIST OF EXHIBITS:

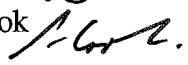
Exhibit "A" – Cost of Service Study (To be provided under separate cover)

NOTE:
A COPY OF EXHIBIT “A”
MAY BE OBTAINED FROM
THE DISTRICT SECRETARY

May 26, 2015

Prepared by: Christopher Smithson 

Submitted by: Cheryl Clary 

Approved by: Paul Cook 

ACTION CALENDAR

PROPOSED OPERATING BUDGET AND RATES AND CHARGES FOR FISCAL YEAR 2015-16

SUMMARY:

The recommended proposed Fiscal Year (FY) 2015-16 Operating Budget for Irvine Ranch Water District is \$140.4 million, representing an increase of \$9.7 million, or 7.5%, over FY 2014-15. The preliminary proposed Operating Budget presented at the April 27, 2015 Board meeting was \$139.0 million. The draft version of the FY 2015-16 Operating Budget presented to the Board on April 27, 2015 was changed to reflect the costs associated with achieving the revised State Water Resources Control Board (SWRCB) proposed potable water use reduction of 16%. The \$1.3 million or 0.9% recommended increase since the April 27, 2015 Board meeting reflects the need to incur certain operating costs even with the reduction in sales. The updated FY 2015-16 Operating Budget Assumptions and Summaries are attached as Exhibit "A".

The Proposition 218 notices reflecting the proposed increases were mailed on or before May 8, 2015. The June 22, 2015 Board meeting will conduct a Public Hearing where staff will present tabulated results from responses to the Proposition 218 notices. The Board will review the responses and decide whether to adopt the new rates and charges which would then become effective July 1, 2015.

BACKGROUND:

The goal of the District's budgeting process is to appropriately fund the resources required to provide excellent service to its customers as cost efficiently as possible. Increases to the District's operating budget have been kept to a minimum by aggressively pursuing reductions in expenses to offset uncontrollable expenses, such as pass-through rate increases from outside agencies. The primary drivers for increases in the FY 2015-16 Operating Budget include increases in the cost of imported water along with significantly higher operating and maintenance expenses associated with higher pass through expenses from other agencies and with additional facilities coming on line.

On April 1, 2015, the Governor issued an Executive Order to direct the SWRCB to impose restrictions to achieve an aggregate statewide 25% reduction in potable urban water use through February 2016. On May 5, 2015, the SWRCB adopted regulations which require that IRWD achieve a 16% reduction in potable usage. This reduction is incorporated into the above recommended budget.

In addition, the update of the District's Cost of Service Study is being presented to the IRWD Board as a separate agenda item at this May 26, 2015 Board meeting. Staff has incorporated findings and recommendations from the report into the 2015-16 rate setting process; these findings were also reviewed with the Finance and Personnel Committee.

FISCAL IMPACTS:

Planned operating expenses in the FY 2015-16 Proposed Operating Budget reflect an increase of \$9.7 million from the adopted Operating Budget for FY 2014-15. Proposed rates cover \$8.4 million of the increase, and the remaining \$1.3 million may be recovered from the District's Rate Stabilization Fund.

COMMITTEE STATUS:

The original budget pre-SWRCB reduction was reviewed by the Finance and Personnel Committee on March 3, March 16, and April 6, 2015. The item was reviewed by the Board with modifications on April 13, 2015. The item was reviewed with the Finance and Personnel Committee with further modifications on April 21, 2015 and by the Board on April 27, 2015.

ENVIRONMENTAL COMPLIANCE:

Section 21080(b) (8) of the Public Resources Code provides that the establishment, modification, structuring, restructuring or approval of rates, tolls, fares, or other charges by public agencies are exempt from the requirements of the California Environmental Quality Act (CEQA) provided that certain findings are made specifying the basis for the claim of exemption. As will be reflected in the recommended findings for the adoption of changes to the Schedule of Rates and Charges, such rates and charges are within the purposes set forth in Section 21080(b) of the Public Resources Code including but not by way of limitation, the purposes of (1) meeting operating expenses, (2) purchasing or leasing supplies, equipment or materials, (3) meeting financial reserve needs and requirements, and (4) obtaining funds for capital projects necessary to maintain service within existing areas, and therefore, such changes are exempt from CEQA.

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2015 –
RESOLUTION OF THE BOARD OF DIRECTORS
OF IRVINE RANCH WATER DISTRICT,
ORANGE COUNTY, CALIFORNIA
APPROVING DISTRICT'S OPERATING BUDGET FOR
FISCAL YEAR 2015-16 AND DETERMINING COMPLIANCE WITH
ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

LIST OF EXHIBITS:

- Exhibit "A" – Proposed Operating Budget Draft for Fiscal Year 2015-16- Assumptions and Summaries
- Exhibit "B" – Resolution



OPERATING BUDGET

Assumptions as of May 26, 2015
Fiscal Year 2015-16

The goal of the District's budgeting process remains to fund the resources required to provide services to the District's customers as cost-efficiently as possible. Over the past few years, the District's operating budget has aggressively pursued reductions in expenses to offset uncontrollable expenses such as pass-through rate increases from outside agencies on which the District depends for the purchase of water, the treatment of wastewater and biosolids, and electricity costs. With significant additional capital facilities in development in FY 2015-16, the recommended increases in the operating budget reflect additional expenses associated with operating or planning for the operation of those facilities.

On April 1, 2015, the Governor issued an Executive Order to direct the State Water Resources Control Board (SWRCB) to impose restrictions to achieve an aggregate statewide 25% reduction in potable urban water use through February 2016. On May 5, 2015, the SWRCB adopted regulations which require that SWRCB achieve a 16% reduction in potable water usage. This reduction is incorporated into the budget.

This document is a summary of the major assumptions driving the development of the operating budget for FY 2015-16.

I. REVENUES

Growth Estimates:

Residential development growth included both apartments and single family homes for FY 2015-16. The unit estimate is based on the most current projections received from the major developers throughout the service area. Current estimates identify approximately 4,100 mixed units coming on line in FY 2015-16. As a result, the growth factor for residential development was estimated at 3.0% for FY 2015-16.

The District experienced an increase in commercial volume which is helping to meet a return of the previously lost revenue due to the economy. Current development projections for the commercial/industrial sector identify 105 acres of development occurring in FY 2015-16 as well as 32 acres developing in the current fiscal year. Staff included a 1% growth rate for commercial and industrial development for FY 2015-16. Revenue assumptions used to estimate sewer revenue match the assumptions included for potable water.

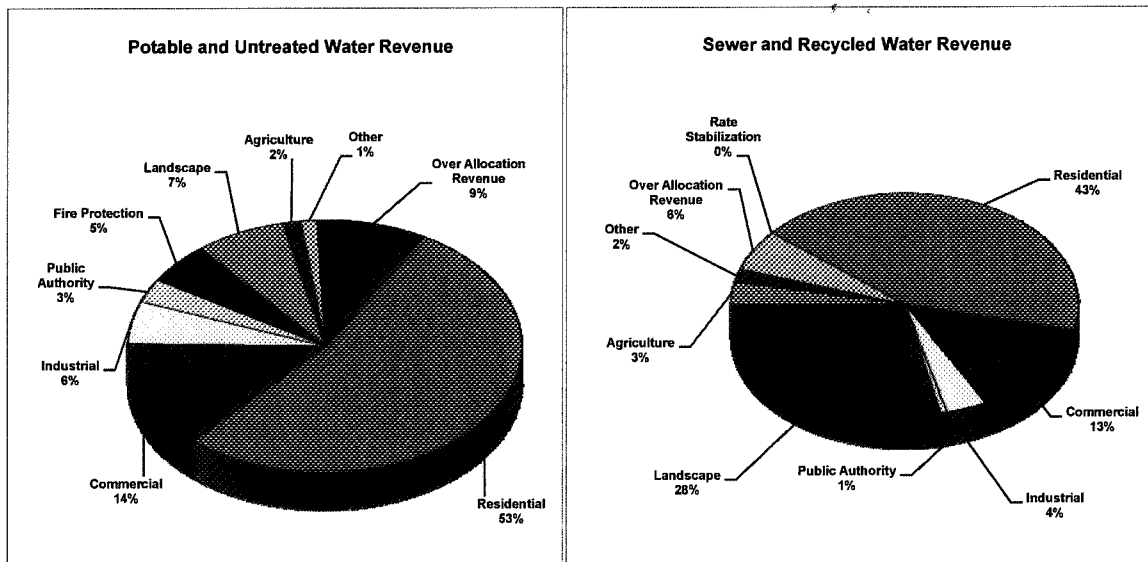


OPERATING BUDGET

*Assumptions as of May 26, 2015
Fiscal Year 2015-16*

FY 2015-16 Estimate for Operating Revenue Sources, by Customer Type (in thousands):

Customer Type	Water	Sewer/ Recycled Water	Total
Residential	\$ 38,059	\$ 31,397	\$ 69,456
Commercial	9,841	9,946	19,787
Industrial	3,876	2,764	6,640
Public Authority	2,154	421	2,575
Fire Protection	3,808	0	3,808
Landscape Irrigation	5,271	20,907	26,178
Agriculture Irrigation	1,037	2,363	3,400
Other	957	1,422	2,379
Over Allocation Revenue	6,445	4,373	10,818
Rate Stabilization	0	0	-
Total	\$ 71,448	\$ 73,593	\$ 145,041



The projected revenue sources and their respective percentage of the total are presented in the graph above. Total Residential, Landscape, Commercial, and Industrial revenue constitute over approximately 80% of the total operating revenues for both water and sewer. In addition, revenues include the remaining increase for the fixed meter charges approved by the Board in FY 2014-15 budget.



OPERATING BUDGET

Assumptions as of May 26, 2015 Fiscal Year 2015-16

The “Other” category in the chart above includes revenue from the following sources in the order of total estimated receipts:

- Construction/Temporary accounts
- United States Department of the Navy contribution for the Shallow Ground Water Unit identified as Irvine Desalter Project (IDP) Reimbursements
- Recycled water sales to the Santa Margarita Water District
- Green Acres Project (GAP) recycled water sales
- Recycled Water Conversion Loan payments

II. OPERATING EXPENSES

Notable expected changes in operating expenses are addressed below by system and function:

A. Treated Water

The State Water Resources Control Board (SWRCB) was directed to impose restrictions to achieve an aggregate statewide 25% reduction in potable urban water use through February 2016. The District’s potable water budget has been reduced to match the State’s directed target.

The SWRCB adopted required reduction from 2013 levels is 16%. This equates to an approximate 9,400 acre foot decrease in production over the prior year. To achieve this target, groundwater sources were reduced by 7,050 acre feet and imports were reduced 2,350 acre feet. The mix identified above takes into consideration maintaining groundwater usage below the BPP.

California continues to face a significant drought and District customers are receiving this messaging from a variety of sources. In addition, the District will continue to make efforts to do its part in encouraging its customers to conserve.

The District intends to continue encouraging conservation through its rate structure, which provides an incentive for customers to limit water use to their base allocation. Last year, the District took steps to change the rate structure to provide additional incentive to customers to conserve:

- The Gallons Per Capita per Day (GPCD) was reduced from 55 to 50 because the average residential customer currently uses less than 55 GPCD; and
- Each of the over allocation tiers for residential customers were tightened by 20% to match the messaging being promoted. Landscape allocations were not changed because they are significantly tighter. Commercial allocations remain unchanged as well.

Other factors that may influence demands within the District include the messaging from outside agencies and changes within rates and charges.

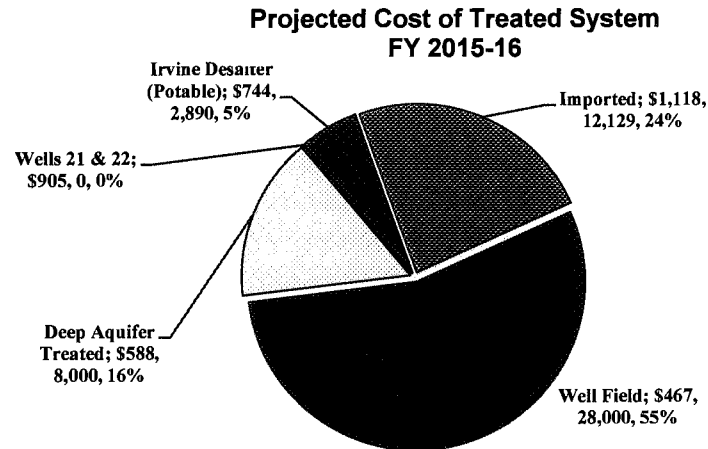
Based on the State’s mandated reductions, the District is budgeting potable and untreated demands, net of shrinkage, for FY 2015-16 to be 52,276 acre feet (AF), a decrease of approximately 3,400 from the prior year.



OPERATING BUDGET

Assumptions as of May 26, 2015 Fiscal Year 2015-16

The sources used to meet potable demands, their respective cost per AF, inclusive of labor, electricity, chemicals, etc., and their respective share of the total water purchased are identified in the graph:



Groundwater Production

The major assumptions associated with the respective sources of water include the following:

- The Replenishment Assessment (RA) in FY 2014-15 was \$294 per AF and the rate used in FY 2015-16 is \$322 per AF, an increase of 10%. The District's basin production percentage (BPP) is set at a maximum of 70%, per the OCWD / IRWD Annexation Agreement executed in 2013.
- The Dyer Road Well Field (DRWF) pumping costs:
 - Actual energy usage will be factored with a rate increase of 6%.
 - Chemical expense is relatively flat.
- Primary changes in costs include a \$26 per AF rate increase for RA and a 6% increase in energy for the Irvine Desalter Project (IDP), the Potable Treatment Plant (PTP), and the Deep Aquifer Treatment System (DATS).

Treated Water – Metropolitan Water District of Southern California (MWD)

- MWD is expected to increase its rates again on January 1, 2016 by 2% and other components will have a small net increase for the District. Readiness-to-Serve (RTS) will increase by 5% and the capacity charge (CC) will increase by 11%.
 - RTS from \$1.35 million to 1.42 million;
 - CC from \$0.35 million \$0.39 million.
- Staff assumes no substantial change to the costs associated with the IRWD Reservoir Management Systems.
- Los Alisos rate area demands are met almost entirely from MWD/MWDOC imported water.



OPERATING BUDGET

Assumptions as of May 26, 2015
Fiscal Year 2015-16

Untreated Water

The sources for untreated water for FY 2015-16 will include purchased water.

- MWDOC purchases, Native Water and Santiago Aqueduct Commission (SAC) water is expected to be used to meet all untreated demands.
- Any MWDOC increases discussed above also apply to purchases for the untreated system.

B. Recycled Water

Demands for the recycled system continue to increase. Total recycled demand is estimated at 32,810 AF, an increase of approximately 4,000 AF from the FY 2014-15 budget. Sources are as follows:

- Production and storage generated from operations at the Michelson Water Recycling Plant (MWRP) and Los Alisos Water Recycling Plant (LAWRP) are expected to provide 22,300 AF.
- The Irvine Desalter will provide 2,465 AF net of water lost through treatment.
- SAC water will provide 282 AF of water.
- The recycled water system is expected to purchase 9,404 acre-feet of supplemental water from the untreated system.

C. Salaries and Benefits

- Each year, staff prepares a labor budget based upon the total positions in the organization chart, expected merit and cost of living increases, and promotional allowances.
 - Each salary is identified and included in January and then projected forward adding merit increases that are based on prior review ratings where necessary in order to reach a starting July salary base.
 - New positions and promotions are added and all salaries are projected forward on a month by month basis.
 - In December, a COLA and promotional factor are applied to all salaries - Assumed at 2.0% and 0.9%, respectively.
 - Although current forecasted staffing is below the current budget, staff anticipates positions being occupied by FY 2015-16 and has included a vacancy factor of 5%.



OPERATING BUDGET

*Assumptions as of May 26, 2015
Fiscal Year 2015-16*

Regular Salaries and Wages	
FY 2014-15	\$29,097
Vacancy Factor	(1,600)
New positions	896
Promotions	161
COLA	321
Merit/Other	209
FY 2015-16	\$29,084

The following table identifies the current and proposed contribution of the District toward employee benefits.

Additional Contributions Provided by the District		
	FY 14-15	FY 15-16
PERS Employer Contribution	17.7%	18.3%
PERS in Excess of ARC	7.3%	6.7%
Combined Total	25.0%	25.0%
District Employee Contribution	1.37%*	0.0%
District's Senior Staff Contribution	0.0%	0.0%
401A Matching Contribution of 3%	2.8%	2.4%

* reduces to 0% effective March 16, 2015.

III. USE OF OTHER FUNDS

A. Over Allocation Revenue

Over allocation revenue is used to offset the following expenses:

- o The cost associated with additional imported water purchases, \$1,191 per AF for the Irvine Ranch rate area and \$1,047 per AF for the Los Alisos rate area. ;
- o Customers who receive the \$2 low volume capacity rebate on the fixed service charge;
- o District wide conservation expense (all sales);
- o Budgeted conservation expenses (Wasteful Tier only); and
- o Urban runoff (NTS) and San Joaquin Marsh maintenance expenses (Wasteful Tier only).

B. Enhancement Fund User Rate Component

The current enhancement fund contribution for both the water and sewer system for FY 2015-16 was a combined \$1.40 per month (\$0.70 for water and \$0.70 for sewer) for the average residential customer. No increase was built into these rates



OPERATING BUDGET

Assumptions as of May 26, 2015 *Fiscal Year 2015-16*

for FY 2015-16. It is estimated that the fund balance will be approximately \$23.0 million at the end of FY 2015-16.

C. Replacement Fund User Rate Component

The current replacement sewer service charge of \$6.70 per month for the average residential customer in FY 2015-16 will increase by \$0.65 to \$7.35 to provide additional funding for the biosolids project. A \$0.65 increase to \$1.45 per month was assumed for the water fixed service charge replacement component. The combined replacement contribution for FY 2015-16 will be \$8.80 per month for the average residential customer. It is estimated that the fund balance will be approximately \$160 million as of the end of FY 2015-16.

IV. ALLOCATION OF COSTS BETWEEN IRWD AND LOS ALISOS RATE AREAS

- A. Costs that are directly related to providing service or are clearly associated with the Irvine Ranch or Los Alisos rate areas for treated water are allocated to the respective system expenses of that rate area.
- B. Those costs that are attributable to system operations but that are not unique to one rate area are allocated based upon the ratio of the budgeted acre-feet.
- C. All direct labor costs are allocated General & Administrative (G&A) charges based upon the budgeted G&A factor.

Exhibit A
Irvine Ranch Water District
Consolidated Operating Budget for All Departments FY 2015-16

Expense Category / Name		2013-14 Actual	2014-15 Actual thru 12/31/15	2014-15 Orig Budget	2015-16 Prop Budget	Incr/(Decr)
	Regular Labor	\$23,678,697	\$12,826,281	\$29,097,300	\$29,084,900	(\$12,400)
Salaries & Benefits	Overtime Labor	1,349,558	758,499	1,444,615	1,559,500	114,885
	Contract Labor	1,749,578	959,525	1,282,190	1,483,200	201,010
	Employee Benefits	12,562,262	6,183,138	15,701,750	15,279,500	(422,250)
Salaries & Benefits Total		39,340,095	20,727,443	47,525,855	47,407,100	(118,755)
	Water	35,460,882	18,341,230	31,528,450	34,975,250	3,446,800
Water & Utilities	Electricity	12,297,774	7,492,953	16,033,150	16,391,400	358,250
	Fuel	68,626	310,179	733,800	702,200	(31,600)
	Telecommunication	435,488	206,325	418,700	477,100	58,400
	Other Utilities	36,220	74,433	137,320	156,300	18,980
Water & Utilities Total		48,298,990	26,425,120	48,851,420	52,702,250	3,850,830
	Chemicals	3,001,882	1,214,229	2,133,340	2,015,700	(117,640)
	Operating Supplies	924,883	628,406	1,205,660	1,390,600	184,940
	Printing	251,293	97,884	337,550	290,700	(46,850)
Materials & Supplies	Postage	548,851	246,589	515,060	517,500	2,440
	Permits, Licenses and Fees	617,144	471,859	887,075	887,650	575
	Office Supplies	79,658	26,638	85,300	112,900	27,600
	Duplicating Equipment	162,714	86,338	174,000	200,000	26,000
	Equipment Rental	85,987	56,356	118,700	131,400	12,700
Materials & Supplies Total		5,672,412	2,828,299	5,456,685	5,546,450	89,765
	Rep & Maint Other Agencies	14,260,103	5,706,440	11,419,560	14,188,800	2,769,240
	Rep & Maint IRWD	2,707,994	3,006,369	6,967,620	7,581,550	613,930
	Insurance	947,446	496,811	984,500	939,900	(44,600)
	Legal Fees	364,008	152,786	485,000	480,000	(5,000)
	Engineering Fees	401,587	207,635	539,100	669,200	130,100
Professional Services	Accounting Fees	85,171	17,723	74,500	75,100	600
	Data Processing	1,260,419	1,048,684	1,625,500	2,662,900	1,037,400
	Personnel Training	820,084	287,267	968,510	1,093,000	124,490
	Personnel Physicals	26,885	12,731	43,000	43,000	0
	Other Professional Fees	1,542,916	967,801	2,361,550	3,048,950	687,400
	Directors' Fees	132,484	66,123	142,000	148,600	6,600
Professional Services Total		22,549,097	11,970,370	25,610,840	30,931,000	5,320,160
	Mileage Reimbursement	105	49,390	117,000	132,000	15,000
	Collection Fees	14,270	4,183	20,500	20,800	300
	Election Expense	15,000	15,000	30,000	30,000	0
	Safety	74,646	32,727	96,800	96,400	(400)
	Alarm and Patrol Services	100,109	29,212	130,000	130,000	0
Other	Biosolids Disposals	254,851	88,418	402,300	151,400	(250,900)
	Commuter Program	97,062	53,432	142,000	142,000	0
	Computer Backup Storage	110,454	31,733	21,000	23,000	2,000
	Contract Meter Reading	1,241,101	641,312	1,272,000	1,350,000	78,000
	Other	11,519	10,191	21,600	21,600	0
	Conservation	855,512	177,923	942,000	1,694,000	752,000
Other Total		2,774,629	1,133,521	3,195,200	3,791,200	596,000
Grand Total		\$ 118,635,223	\$ 63,084,753	\$ 130,640,000	\$ 140,378,000	\$ 9,738,000



REVENUES AND EXPENSES BY SYSTEM

	<u>Water</u>	<u>Sewer & Recycled</u>	<u>Consolidated</u>
Revenue:			
Commodity	\$ 31,798	\$ 17,689	\$ 49,487
Service	32,285	51,011	83,296
Over Allocation Revenues	6,445	4,373	10,818
Non Rate Generated Revenue	920	520	1,440
Total Revenues	\$ 71,448	\$ 73,593	\$ 145,041
Contribution to Enhancement and Replacement Funds	(5,624)	(17,506)	(23,130)
Net Revenues	\$ 65,824	\$ 56,087	\$ 121,911
Expenses:			
Cost of Water	\$ 36,198	\$ 20,804	57,002
Labor	5,423	3,746	9,169
Materials and Supplies	8,784	10,283	19,067
General and Admin Expense	10,195	7,043	17,238
OCS D - O & M		10,491	10,491
General Plant	592	923	1,515
Marsh/NTS/Conservation	4,632	2,797	7,429
Total Expenses	\$ 65,824	\$ 56,087	121,911
Net Operating Position	\$ -	\$ 0	\$ 0



NON-OPERATING

SUMMARY OF SOURCES AND USES

in thousands

	<u>Total</u>
Non-operating Revenue:	
Property Taxes	\$ 43,466
Investment Income	1,642
Connection Fees	22,000
Real Estate Income	12,556
Other Income	5,915
 Total Revenue	 <u>\$ 85,579</u>
 Non-operating Expenses:	
Interest Expense	\$ 22,056
Real Estate Expense	6,303
Other Expenses	1,174
 Total Expense	 <u>\$ 29,533</u>
 Net Sources & Uses	 <u><u>\$ 56,046</u></u>



Current and Proposed Residential Rates

	Irvine Ranch		Los Alisos	
Current Residential Rates:	Water (1)	Sewer/ Recycled Water (2)	Water (1)	Sewer/ Recycled Water (2)
Commodity Rate	\$1.34	\$1.19	\$2.31	\$1.19
Residential Service	\$10.50	\$19.90	\$10.50	\$19.90
Operations	\$9.00	\$12.50	\$9.00	\$12.50
Replacements	\$0.80	\$6.70	\$0.80	\$6.70
Enhancements	\$0.70	\$0.70	\$0.70	\$0.70
Total Service Charge	\$10.50	\$19.90	\$10.50	\$19.90
Commodity (11 ccf)	\$12.44		\$21.41	
Current Monthly	\$42.84		\$51.81	
Proposed Residential Rate Adjustment:				
Base Commodity Rate	\$1.62	\$1.45	\$2.39	\$1.45
Operations	\$8.15	\$13.80	\$8.15	\$13.80
Replacements	\$1.45	\$7.35	\$1.45	\$7.35
Enhancements	\$0.70	\$0.70	\$0.70	\$0.70
Total Service Charge	\$10.30	\$21.85	\$10.30	\$21.85
Commodity	\$15.27		\$22.54	
Proposed Monthly	\$47.42		\$54.69	
Current Monthly	\$42.84		\$51.81	
Difference	\$4.58		\$2.88	
Change %	10.7%		5.6%	

- (1) Water - District Average usage assumes 12 ccf's per month.
 (2) Sewer - District average usage assumes 6-10 ccf for lowest 3 months.



REVENUE

BUDGETED REVENUE SUMMARY BY SYSTEM

<i>(in thousands)</i>	<u>FY 2014-15</u>	<u>Usage Change</u>	<u>Proposed Rate Inc.</u>	<u>FY 2015-16</u>
Water				
Service	\$ 23,233	\$ 4,038 ⁽¹⁾	\$ (2,011)	\$ 25,261
Enhancement	1,788	-	-	1,788
Replacement	2,042	-	1,794	3,836
Pumping Surcharge	762	(53)	90	800
Miscellaneous	639	(39)	-	600
Commodity	32,626	(828)	-	31,799
Low Volume	2,412	(2,412)	-	-
Over Allocation Fund	4,016	406	2,023	6,445
Non Rate Generated Revenue ⁽²⁾	-	-	920	920
Rate Stabilization	516	(516)	-	-
	<u>\$ 68,035</u>	<u>\$ 596</u>	<u>\$ 2,816</u>	<u>\$ 71,448</u>
AF Sales	55,634			52,276
User Type				
Residential	\$ 35,725	\$ 1,861	\$ 474	38,059
Commercial	9,349	393	100	9,841
Industrial	3,583	234	59	3,876
Public Authority	2,005	119	30	2,154
Construction/Temp.	938	15	4	957
Fire Protection	3,807	-	-	3,807
Landscape Irrigation	4,872	318	81	5,271
Agriculture Irrigation	813	179	45	1,037
Over Allocation Revenue	6,428	(2,006)	2,023	6,445
Rate Stabilization	516	(516)	-	-
	<u>\$ 68,035</u>	<u>\$ 596</u>	<u>\$ 2,816</u>	<u>\$ 71,448</u>

(1) Includes \$3.6M increase from the internal cost of service study completed in FY 2014-15.

(2) The cost associated with the rate difference between the base rate and the LV rate for Los Alisos.



REVENUE

BUDGETED REVENUE SUMMARY BY SYSTEM

<i>(in thousands)</i>	<u>FY 2014-15</u>	<u>Usage Change</u>	<u>Proposed Rate Inc.</u>	<u>FY 2015-16</u>
Sewer and Recycled				
Service	\$ 27,792	\$ 529	\$ 4,309	\$ 32,629
Enhancement	1,486	-	-	1,486
Replacement	14,330	-	1,690	16,020
Commodity	13,352	3,337	1,000	17,689
Low Volume	1,298	(1,298)	-	0
Over Allocation Fund	2,660	-	1,713	4,373
Pumping Surcharge	416	(1)	(150)	265
Miscellaneous	550	50	11	611
IDP Reimbursements	520	-	-	520
Rate Stabilization	2,522	(2,522)	-	0
	<u>\$ 64,925</u>	<u>\$ 95</u>	<u>\$ 8,573</u>	<u>\$ 73,593</u>
AF Sales	29,367			32,810
User Type				
Residential	\$ 26,844	\$ 1,418	\$ 3,135	\$ 31,397
Commercial	7,933	1,020	993	9,946
Industrial	3,108	(620)	276	2,764
Public Authority	1,253	(874)	42	421
Landscape Irrigation	16,058	2,762	2,088	20,907
Recycled Loans	1	(1)	-	-
Agriculture Irrigation	1,650	477	236	2,363
Construction/Temp.	1,078	(266)	90	902
IDP Reimbursements	520	-	-	520
Over Allocation Revenue	3,958	(1,298)	1,713	4,373
Rate Stabilization	2,522	(2,522)	-	-
	<u>\$ 64,925</u>	<u>\$ 95</u>	<u>\$ 8,573</u>	<u>\$ 73,593</u>



COST OF WATER

BUDGETED COST OF WATER

<i>(in thousands)</i>	FY 2014-15			FY 2015-16			Change	
	Acre Feet	Total	Cost / AF	Acre Feet	Total	Cost / AF	Acre Feet	Total
Irvine Ranch Rate Area								
<u>TREATED</u>								
Purchased from MWDOC	3,488	\$ 4,643	\$1,331	5,988	\$ 7,130	\$1,191	2,500	\$ 2,487
Dyer Road Well Field	28,000	11,968	\$427	28,000	13,079	\$467	-	1,111
Other Wells	0	0	\$0	900	366	\$407	900	366
Deep Aquifer Treatment System	8,400	4,185	\$498	8,000	4,707	\$588	(400)	522
Lost to Production	(168)			(160)			8	
Wells 21 & 22 Desalter	6,300	4,237	\$673	0	520		(6,300)	(3,717)
Lost to Production	(945)			0			945	
Irvine Desalter Project	4,365	2,654	\$608	2,890	2,150	\$744	(1,475)	(504)
Lost to Production	(655)			(434)			222	
Water Banking		646			79		-	(567)
<i>Total Shrinkage</i>	(2,323)			(1,855)			468	
<u>UNTREATED</u>								
Purchased from MWDOC	7,434	\$ 5,111	\$688	11,637	\$ 7,938	\$682	4,203	\$ 2,827
Native Water	0	0	\$212	400	85	\$212	400	85
Santiago Aqueduct Commission	180	111	\$618	180	111	\$617	-	(0)
Transfer to RW System	(5,355)	(3,682)	\$688	(9,404)	(6,261)	\$666	(4,049)	(2,579)
<i>Total Shrinkage</i>	(108)			(128)			(20)	
Total Irvine Ranch	48,613	\$ 29,874		46,015	\$ 29,905		(2,598)	\$ 31
Los Alisos Rate Area								
Purchased from MWDOC	6,939	\$ 7,018	\$1,011	6,141	\$ 6,432	\$1,047	(798)	\$ (586)
Well Water	432	23	\$53	432	32	\$75	-	9
<i>Total Shrinkage</i>	(351)			(312)			39	
Total Los Alisos	7,020	\$ 7,041		6,261	\$ 6,465		(759)	\$ (577)
Total Potable and Untreated Water	55,633	\$ 36,916		52,276	\$ 36,369		(3,357)	\$ (546)

Assumptions:

OCWD - replenishment assessment estimate - \$322/acre foot.

MWDOC - Includes a 2.1% increase that will be effective January 1, 2016 from MWD.



COST OF WATER

BUDGETED COST OF RECYCLED WATER

<i>(in thousands)</i>	FY 2014-15			FY 2015-16			Change	
	Acre Feet	Total	Cost / AF	Acre Feet	Total	Cost / AF	Acre Feet	Total
Groundwater	0	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Irvine Desalter Project	2,900	1,005	\$347	2,900	1,836	\$633	-	831
Lost to Production	(435)			(435)			-	
SAC Water	282	174	\$617	282	174	\$617	-	0
MWRP / LAWRP Production	22,299	8,228	\$369	22,300	10,480	\$470	1	2,252
Transfer from Untreated System	5,355	3,682	\$688	9,404	6,261	\$666	4,049	2,579
<i>Total Shrinkage</i>	<u>(1,468)</u>			<u>(1,640)</u>			<u>(172)</u>	
Total Recycled	<u>28,933</u>	<u>\$ 13,089</u>		<u>32,810</u>	<u>\$ 18,751</u>		<u>3,877</u>	<u>\$ 5,662</u>
Total Cost of Water for Billed Usage	<u>84,566</u>	<u>\$ 50,005</u>		<u>85,086</u>	<u>\$ 55,120</u>		<u>520</u>	<u>\$ 5,116</u>

Assumptions:

OCWD - replenishment assessment estimate - \$322/acre foot.

MWDOC - Includes a 2.1% increase that will be effective January 1, 2016 from MWD.

EXHIBIT "B"

Section 3. That pursuant to Section 21080(b) (8) of the Public Resources Code providing that the establishment, modification, structuring, restructuring or approval of rates, tolls, fares, or other charges by public agencies are exempt from the requirements of the California Environmental Quality Act (CEQA), it is hereby found that the Operating Budget for Fiscal Year 2015-16 including proposed rates and charges is within the purposes set forth in Section 21080(b) of the Public Resources Code including but not by way of limitation, the purposes of (1) meeting operating expenses, (2) purchasing or leasing supplies, equipment or materials, (3) meeting financial reserve needs and requirements, and (4) obtaining funds for capital projects necessary to maintain service within existing areas.

Section 4. That the proposed Operating Budget for Fiscal Year 2015-16 is consistent with the recommendations of the Cost Study.

Section 5. That the Operating Budget for IRWD for Fiscal Year 2015-16 as set forth in the Summary of the Operating Budget dated May 26, 2015 which is by this reference incorporated herein, be and the same is hereby approved.

ADOPTED, SIGNED AND APPROVED this 26th day of May, 2015.

President, IRVINE RANCH WATER DISTRICT
and 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
Legal Counsel – IRWD

By: _____

EXHIBIT "B"

RESOLUTION NO. 2015 -

RESOLUTION OF THE BOARD OF DIRECTORS
OF IRVINE RANCH WATER DISTRICT,
ORANGE COUNTY, CALIFORNIA
APPROVING DISTRICT'S OPERATING BUDGET FOR
FISCAL YEAR 2015-16 AND DETERMINING COMPLIANCE WITH
ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

WHEREAS, the Board of Directors of the Irvine Ranch Water District (IRWD) has fully considered the financial needs of IRWD for purposes of operational costs during Fiscal Year 2015-16; and

WHEREAS, an Operating Budget has been prepared and reviewed by this Board of Directors; and

WHEREAS, Article XIII B of the Constitution of the State of California provides that the appropriations of local agencies will be limited each year to those of the previous year, adjusted for changes in population, cost of living and transfers in sources of funding; and

WHEREAS, Section 8 of Article XIII B specifically excludes user charges or fees or regulatory fees as long as such fees and charges do not produce revenues exceeding the costs reasonably borne in providing the regulation, product or service; and

WHEREAS, IRWD's Operating Budget for Fiscal Year 2015-16 is totally funded from user charges which are excluded from the appropriations formula established by Article XIII B; and

WHEREAS, IRWD has conducted a cost of service study through its consultant, Carollo Engineers (the "Cost Study"), and the Cost Study has been presented to the Board of Directors.

NOW, THEREFORE, the Board of Directors of IRWD DOES HEREBY RESOLVE, DETERMINE and ORDER as follows:


Section 1. That relative to appropriations subject to limitation under Article XIII B of the Constitution of the State of California, IRWD's Operating Budget for Fiscal Year 2015-16 is hereby determined to be funded totally by revenues other than the proceeds of taxes as defined in Section 8(c) of Article XIII B, and that the documentation used in making such determination has been on file in the offices of IRWD for not less than fifteen days prior to the date hereof, pursuant to Section 7910 of the Government Code of the State of California.

Section 2. That IRWD's Operating Budget for Fiscal Year 2015-16 is in compliance with the provisions of Article XIII B of the Constitution of the State of California.

May 26, 2015

Prepared by: H. Cho / M. Cortez

Submitted by: K. Burton

Approved by: Paul Cook 

ACTION CALENDAR

NEWPORT COAST LIFT STATION AND FORCE MAIN REHABILITATION BUDGET INCREASE, BUDGET ADDITION AND CONSULTANT SELECTION

SUMMARY:

The Newport Coast Lift Station Rehabilitation project will recoat the lift station wet well, construct a building to house spill containment materials, construct a stairway into the lift station dry well and rehabilitate the original ductile iron force main. Staff recommends that the Board:

- Authorize a budget increase for Project 21168 in the amount of \$296,200, from \$256,000 to \$552,200;
- Authorize the addition of Project 21287 in the amount of \$574,200 to the FY 2014-15 capital budget; and
- Authorize the General Manager to execute a Professional Services Agreement with GHD in the amount of \$395,677 for the Newport Coast Lift Station and Force Main Rehabilitation, Projects 21168 and 21287.

BACKGROUND:

The Newport Coast Lift Station was constructed in 1990 to pump sewage through a 12-inch ductile iron force main in Newport Coast Drive that ultimately connects to an Orange County Sanitation District trunk sewer in Pacific Coast Highway. A location map is shown in Exhibit "A". In 2005, a redundant 12-inch PVC force main was constructed. The PVC force main was to be used as the primary force main and the original 12-inch ductile iron force main would be the secondary force main.

The Newport Coast Lift Station Rehabilitation project will provide the following rehabilitation improvements:

- Recoating of the wet well and access shafts: the lift station wet well was originally coated with an epoxy liner that has degraded;
- New flow meter and pressure transmitter on the lift station discharge piping for better remote monitoring;
- New on-site storage building to centralize the area's sewage spill containment equipment for use during spill emergencies. The new building will also house a tank and pump for odor control chemicals;
- Patching or relining the entire 3,000-foot length of the existing 12-inch force main: portions of the existing lining have detached from the pipe, preventing its use as a secondary force main. The liner installation may require up to three new manholes spaced at intermediate intervals; and
- New stairway to provide a safer primary access into the dry well: the dry well is 25 feet below grade and is currently accessible via a vault hatch, ladder and Safe-T Climb.

Consultant Selection:

In March, staff issued a design phase Request for Proposal to four consultants: AKM Consulting Engineers, Arcadis-U.S., GHD, and RMC Water and Environment. RMC Water and Environment declined to submit a proposal citing unavailable resource staff; the other three consultants submitted proposals. Staff evaluated the proposals and selected GHD based on its team's project understanding, design ideas presented in the proposal, and similar project experience. Compared to the scopes of work for AKM and Arcadis, GHD also proposed to provide additional items of work: CCTV inspection of the entire force main, analysis of benefits of installing VFDs at the lift station, and a concrete corrosion analysis of the wet well. The consultant selection matrix is attached as Exhibit "B". GHD's proposal is in the amount of \$395,677 and is included as Exhibit "C". While this will be GHD's first design project with the District, GHD's proposed project manager and project engineer were formerly with Psomas and have performed well on previous IRWD projects, e.g., Lake Forest Sewer Rehabilitation Project.

FISCAL IMPACTS:

The proposed improvements to the existing facilities related strictly to facility rehabilitation, e.g. recoating of the wet well and relining of the ductile iron force main, will be funded by the Replacement Fund under Project 21168 (5470). Improvements that enhance the facilities, e.g. staircase, flow meter and pressure transmitter, will be funded by the standard Improvement District split under Project 21187 (6400).

Project 21168 (5470) is included in the FY 2014-15 capital budget and Project 21287 (6400) is a new project. Staff requests the addition of Project 21287 (6400) to the FY 2014-15 capital budget and a budget increase for Project 21168 (5470) to fund the project as shown in the table below.

Project No.	Current Budget	Addition <Reduction>	Total Budget
21287 (6400)	\$-0-	\$574,200	\$574,200
21168 (5470)	\$256,000	\$296,200	\$552,200
TOTAL	\$256,000	\$870,400	\$1,126,400

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 "meaningful information" becomes available.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on May 19, 2015.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE A BUDGET INCREASE FOR PROJECT 21168 (5470) IN THE AMOUNT OF \$296,200, FROM \$256,000 TO \$552,200; AUTHORIZE THE ADDITION OF PROJECT 21287 (6400) IN THE AMOUNT OF \$574,200 TO THE FY 2014-15 CAPITAL BUDGET; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GHD IN THE AMOUNT OF \$395,677, FOR THE NEWPORT COAST LIFT STATION AND FORCE MAIN REHABILITATION, PROJECTS 21168 (5470) AND 21287 (6400).

LIST OF EXHIBITS:

- Exhibit "A" – Site Location Map
- Exhibit "B" – Consultant Selection Matrix
- Exhibit "C" – GHD Proposal

EXHIBIT "A"
Newport Coast Lift Station and Force Main

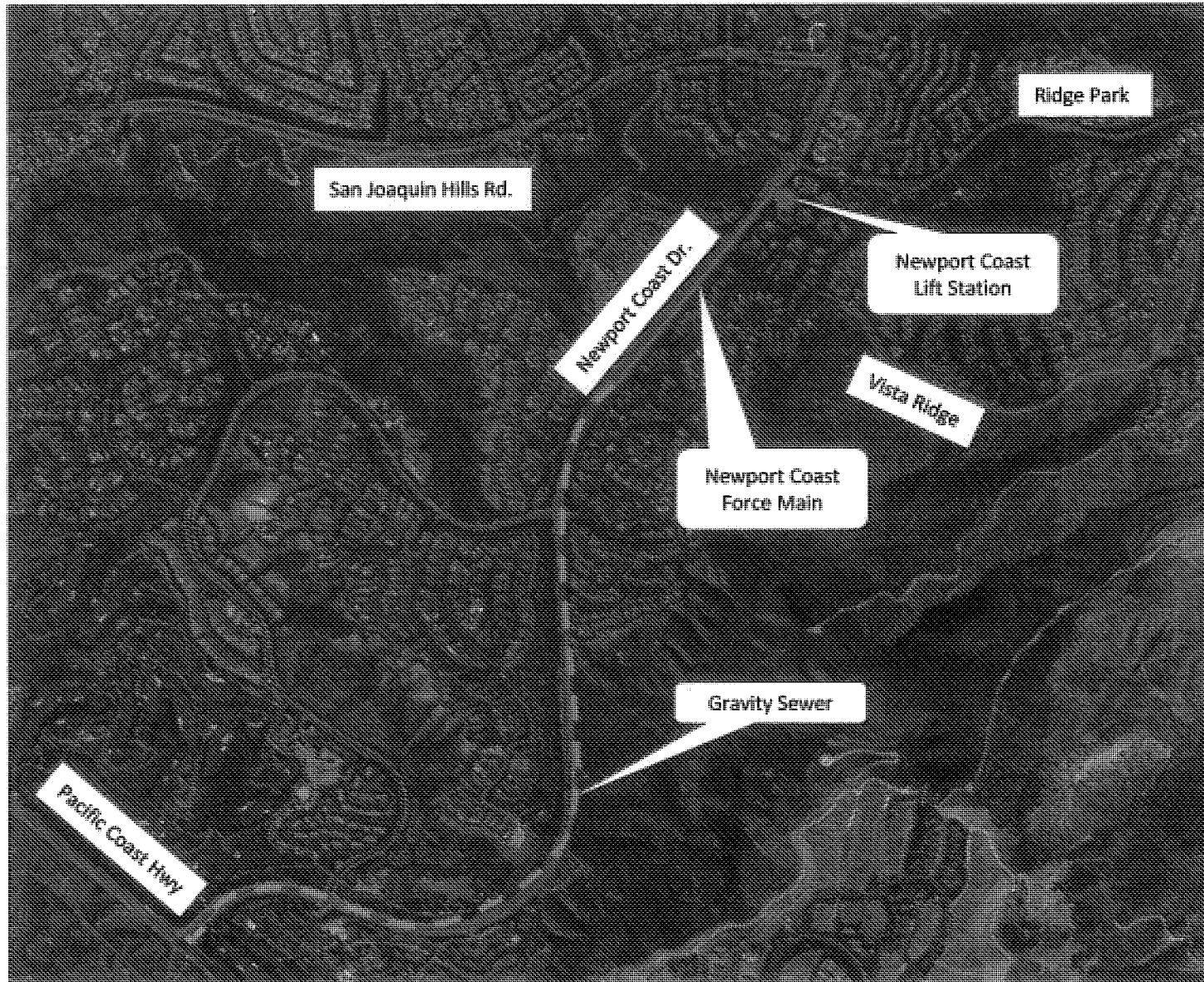


EXHIBIT "B"

PR 21168 (5470)
Newport Coast Lift Station Rehabilitation
Consultant Selection Matrix

	Weights	AKM	Arcadis	GHD
TECHNICAL APPROACH	60%			
*Project Approach	50%	2	3	1
*Scope of Work	50%	2	3	1
Weighted Score (Technical Approach)		2.00	3.00	1.00
EXPERIENCE	40%			
*Firm/Team	20%	2	3	1
*Project Manager	40%	2	3	1
*Project Engineer	20%	1	3	2
*Structural Engineer	20%	2	1	3
Weighted Score (Experience)		1.80	2.60	1.60
		Yrs	Yrs	Yrs
Project Manager		Zeki Kayiran	Jim Cathcart	Greg Watanabe
Project Engineer		Gary Hobson	Nick Pailma	Casey Raines
QC/QA		John Loague	Ron Esmilla	Matt Winkleman
Structural		Ronald Wong	Larry Tabat	Cody Cruz
Electrical/Instrumentation		-	Brian Young	Rick Guggiana
Surveying		<i>D. Woolley</i>	<i>Borchard</i>	<i>Bush & Associates</i>
Geotechnical		<i>Ninyo & Moore</i>	<i>NMG Geotechnical</i>	<i>Geo-Environmental</i>
Traffic Control		<i>Traffic Control Eng.</i>	<i>PMK Associates</i>	<i>Traffic Control Eng.</i>
COMBINED WEIGHTED SCORE		1.92	2.84	1.24
		Man-hours	Man-hours	Man-hours
Task 1 Preliminary Design Report		403	333	473
Task 2 Final Design		1,190	825	1,085
Task 3 Optional Design Hours		488	233	146
TOTAL HOURS		2,081	1,391	1,704
Sheet Count				
TOTAL SHEETS		40	Not Stated	50
FD HRS/SHT		42	Not Stated	25
FEE				
PDR		\$87,073	\$84,700	\$116,470
Final Design		\$159,086	\$123,200	\$177,520
Optional Design		\$77,672	\$43,600	\$101,687
Total		\$323,831	\$251,500	\$395,677
Number of Drawings		40 dwgs	Not Stated dwgs	50 dwgs
Final Design Unit Prices (\$/dwg)		\$5,919	-	\$5,584
Professional Liability Insurance		YES	YES	YES
General Liability Insurance		YES	YES	YES
FORCED RANKINGS:				
1 - First				
2 - Second				
3 - Third				

Understanding + Approach

The GHD Team has reviewed the project as-built drawings, visited the project site and reviewed the (original) pump station and force main (original) plans and subsequent improvements.

We understand the critical success factors that IRWD desires to attain with this project. You will see woven into our approach three components of success that include; minimal community impact, improved operator safety, and a greatly reduced potential for overflows during construction. GHD's understanding of these success factors and sewer pump station operations will provide IRWD with a successful project.

We understand IRWD desires upgrades to the existing Newport Coast Lift Station including the following elements of work:

- Installation of a new wet well liner or coating
- Construction of a new CMU block storage building
- Installation of new flow and pressure monitoring devices on pump discharge
- Improve the ventilation of dry well
- Rehabilitate existing 12-inch ductile iron force main
- Construction of a new stairway to underground dry well

To demonstrate our understanding and approach to this project we've divided the work into two elements:

1. The approach toward each identified components of the scope of work, and
2. The overall project approach.

Beginning with the design approach to each component of work identified in the RFP our approach will give IRWD confidence in GHD and our ability to seamlessly fulfill IRWD's needs.

OVERALL APPROACH TO THE PROJECT

The overall project approach includes collaboration and proper planning. For your project, GHD proposes to collaborate, understand and identify the specific design approach within the predesign phase. We recommend the following steps:

- Conduct a Project Kick-Off Meeting
- Prepare Draft Preliminary Design Report (PDR)
- Develop a Risk Analysis
- Conduct a Draft PDR Review Meeting
- Finalize Preliminary Design Report
- Prepare Design
 - First (50%) Submittal
 - Second (90%) Submittal
 - Final (100%) Submittal
 - Final Mylar Submittal

Prepare Preliminary Design Report

Based on the discussions and decisions made at the Draft PDR Review Meeting, we will prepare a Final PDR outlining the agreed upon plan for moving into the Final Design phase. The PDR will have estimated costs associated with the work identified to help decide and prioritize (if needed) the project improvements without exceeding the project budget. This PDR is expected to clarify the approach to discharge flow and pressure monitoring, dry well ventilation, wet well lining, stairway and lighting, bypass pumping, new storage building, site work, and rehabilitation of the force main.

Develop Risk Analysis

GHD will develop a risk register for the project. It is anticipated that this will be prepared at the Draft Preliminary Design Report level. This will assist the Team in making the best decisions during the preliminary design phase of the project. The risk analysis is a tool that has been used successfully by the project team on several projects in the past. The analysis includes a review of the activities that will occur through the investigation, design, construction, and post construction phases of this project. Critical analysis will include spill reduction, construction change orders, community concerns, and worker safety.

Prepare Detailed Design

As identified in the scope of work, GHD will prepare and submit 50%, 90%, 100% and Final Mylar design drawings for the Newport Coast Lift Station project. We will follow IRWD drafting and design standards for all project elements. A cost estimate will be provided at 50% design, and revised for each following submittal. GHD will be mindful of the IRWD's construction budget for these pump station upgrades and force main rehabilitation and provide feedback anytime we feel the budget may be compromised.

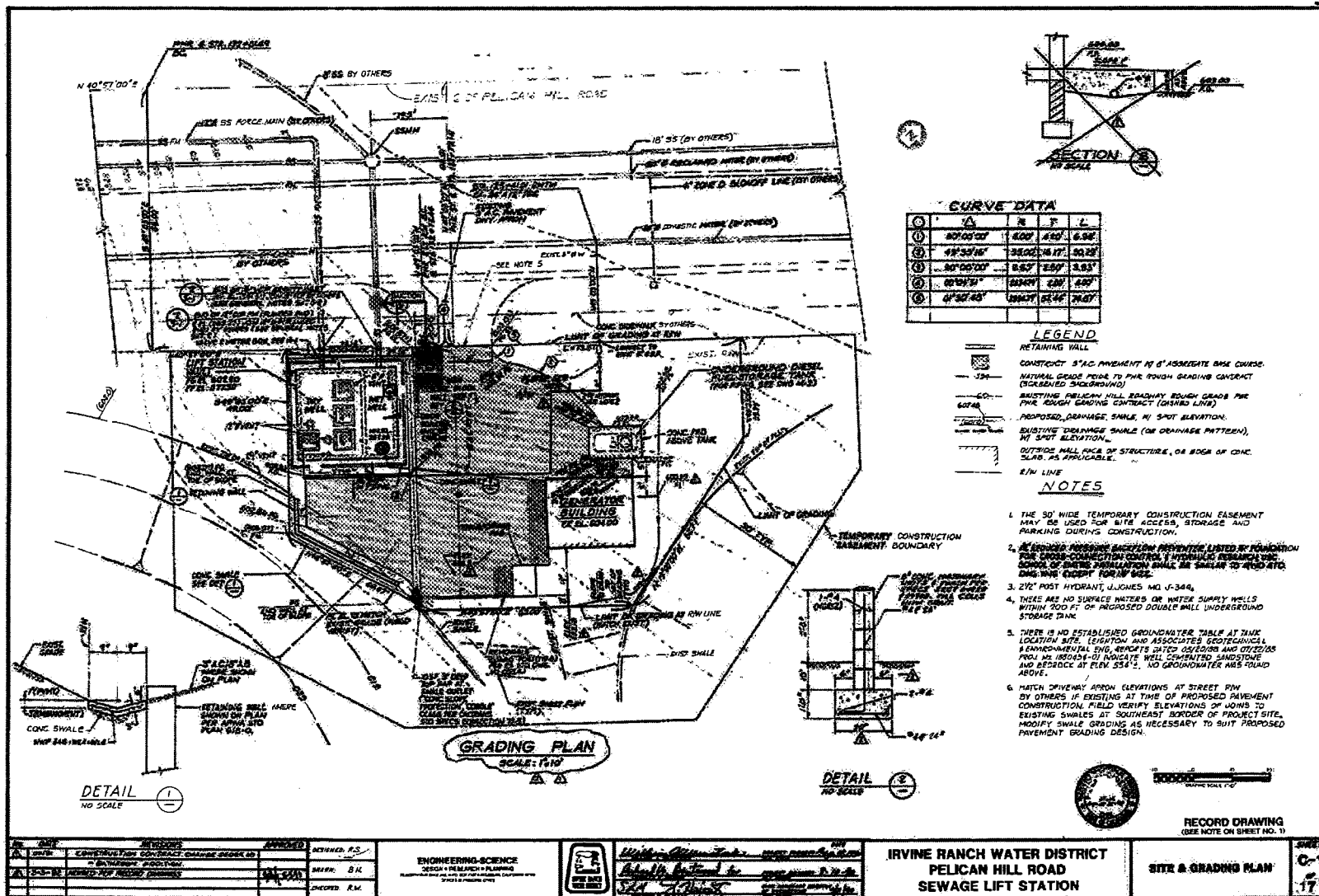
Specifications and a list of Appendices will be provided at 50% and all subsequent submittals. Specifications will IRWD Project Manual and in CSI format. GHD will provide a bid schedule with a description of bid items in a format consistent with IRWD standards.

APPROACH TO THE SCOPE OF WORK

When focusing on the scope of work, the overall project approach requires significantly more detail to address the individual project elements. GHD proposes the following detailed approach for the project scope items:
Installation of a New Wet Well Liner or Coating

Bypass Pumping

Bypass pumping will be required to allow the contractor to recoat the interior of the wet well and three access shafts. While the bypass pumping system is operating the contractor would likely reconfigure discharge piping to accommodate installation of flow meters and pressure gauges. GHD will design and specify the temporary sewer

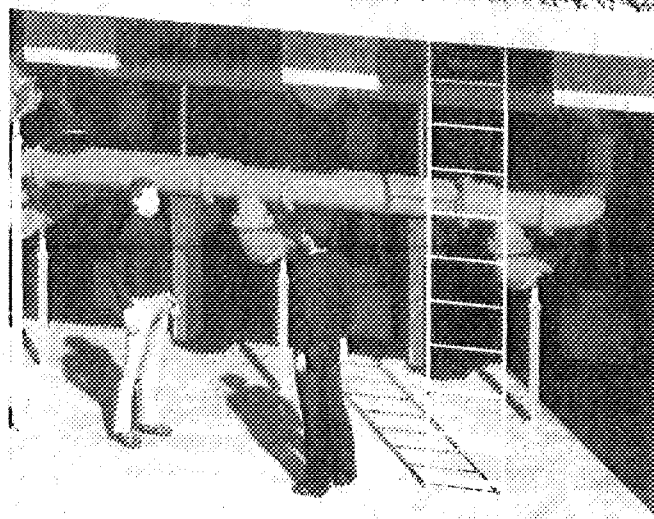
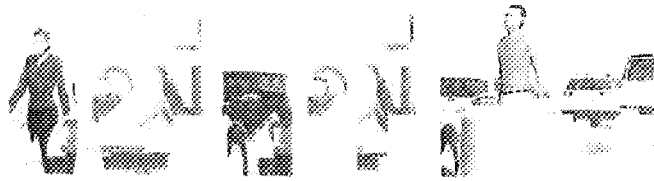


bypass system including pumps, controls, piping and valves. Performance requirements for built-in redundancy and noise abatement will also be specified to mitigate risks and minimize impacts to the community.

The bypass pumps would ideally run off a temporary power service to avoid the noise associated with running diesel engines and also to avoid the need for fuel storage and spill prevention facilities. GHD would work with bypass vendors such as Godwin Pumps and Rain-for-Rent to select suitable equipment that would likely consist of a single duty pump and a single standby pump manifolded together for automatic backup should the duty pump fail. Pump suction would be from the existing 48-inch influent manhole located between the wet well and the curb, and the discharge would connect to the existing above grade 8-inch bypass pump connection. These pumps are designed to run dry and additional storage would not be required.

Variable speed pumping capabilities will be required and a level transducer would be utilized in the influent manhole, installed in a stilling well, to control the rate of pumping and maintain level in the influent manhole. Float switches would also be utilized for high level alarm as a backup to the transducer. GHD recommends that the contractor designate someone to monitor the bypass equipment 24/7 and that a septage hauling company remain on standby as additional backup to the bypass system.

If electrically driven bypass pumps are desired a power supply from the existing MCC will be required. This will likely need to be provided via one of the available spaces in the MCC and a new circuit breaker will need to be provided to facilitate the temporary arrangement. If the temporary supply power requirement can be kept to a minimum, one of the existing pump feeders may be able to be utilized instead of a new circuit breaker. The temporary cable may need to be strung overhead or run in armored cable along the ground in order to allow for vehicle access at the site. During Final Design phase, the exact route of the feeder cable and detailed requirements for the temporary pumps will need to be confirmed. The design will also consider whether there is any requirement for any additional generator to facilitate cut-over from the existing system to the bypass pumps during construction and will consider the option of providing an alarm signal from the temporary bypass pumps to the SCADA system via the existing PLC.



Wet Well Condition Assessment

Detailed knowledge of the condition of the existing facilities is a crucial component to the successful completion of this project. A confined space entry into the wet well is required to determine the condition of the coating, concrete substrate and metallic structures.

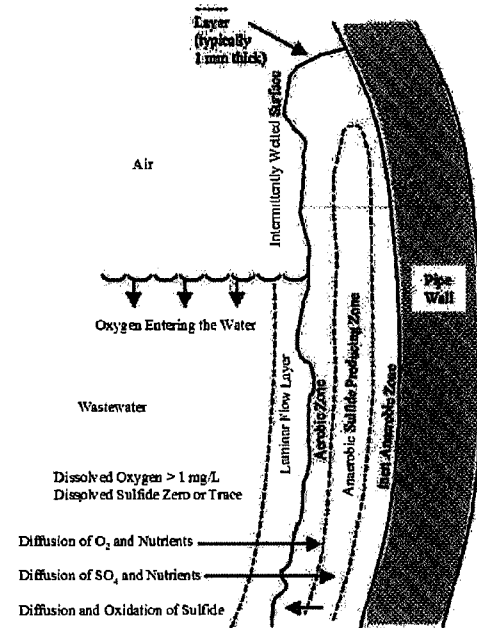
An important naturally occurring process in wastewater systems is the production of hydrogen sulfide (H₂S) from decaying organic matter. H₂S exists in a dissolved state within the wastewater, but may be released into a gaseous state, resulting in unpleasant odors as well as a toxic environment to the human condition. When atmospheric H₂S comes in contact with the moist surfaces of the wet well it undergoes a biological conversion to sulfuric acid (H₂SO₄) and subsists in a highly corrosive "slime layer," which quickly leads to the decomposition of concrete and steel. Modern wastewater collection and conveyance systems are designed with a variety of components that may contribute to either the production of dissolved H₂S, or the release of dissolved hydrogen sulfide into atmospheric H₂S. Collection system components, such as pump stations, force mains, siphons, drop inlets, and other locations with either turbulent hydraulic conditions or long retention times, are the more accountable system components for H₂S production. Pipes and structures within the vicinity of these components often will have a greater degree of concrete and/or metallic surface degradation. Atmospheric H₂S levels above 5 ppm are considered corrosive to concrete and metals, and levels above 100 ppm can be immediately fatal to humans.

V&A will coordinate and conduct the wet well confined space condition assessment. The interior of the pump station wet well is considered a permit-required confined space. A confined space entry evaluation will be made using precautions including permit procedures, ventilation and monitoring equipment, and appropriate personal protective equipment. V&A will develop and submit a safety plan prior to the confined space entry. The safety plan will document the entry approach, identify possible hazards, and provide rescue procedures for confined space entry. A self-retracting lifeline (SRL) will be used to provide fall protection and emergency retrieval capabilities.

V&A will assess the wet well condition so the proper surface preparation and coating material requirements can be established.

V&A will use the following condition assessment methods:

- Measure the thickness of concrete cover over the reinforcing steel using surface penetrating radar (SPR). Depending on the surface profile, concrete cover over the reinforcing steel in the wet well will be measured using SPR or a nondestructive pulse-induction rebar depth gauge.
- Rate conditions using the VANDA™ Concrete and Metallic Condition Indexes.
- Sounding the concrete to listen for discontinuities and penetration measurements with a chipping hammer (to



find depth to sound material). Sounding refers to tapping the wet well surfaces with a chipping hammer and listening for discontinuities within the wet well surfaces. There are three primary soundings observed when tapping the concrete surfaces, described as follows:

- **Solid:** A crisp "ping" resonates when tapping the surface. There is a strong rebound response from the chipping hammer. This typically indicates that the surfaces do not have discontinuities or delaminations, and are not typically wet with saturated pores. This is the expected sound when tapping a sidewalk.
- **Dull:** A muted "thud" resonates when tapping the surface. There is little to no rebound response from the chipping hammer. The surface mortar may be removed during the test. This thud sound usually indicates initial to intermediate stages of corrosion to the concrete surfaces and substrate.
- **Hollow:** A loud "popping" sound resonates when tapping the surface. This indicates discontinuities in the vicinity. This sound is found when delaminations or spalling is occurring beneath the concrete surfaces, often due to corrosion of the underlying reinforcing steel. Frequently, the wet well surfaces will appear to be in good condition.
- Measure the concrete pH. The pH of concrete can substantiate the levels of corrosion attack prevalent. The pH measurements provide a quantitative measurement of the extent of concrete degradation. ACI 2012 indicates that Portland cement has a pH of approximately 12. As the pH declines, alkalinity is lost, and the concrete loses its ability to protect reinforcing steel. V&A has developed a table correlating concrete pH with corrosivity of the environment, as shown in the table below. The data in is derived from past experience and a review of technical literature, such as

ACI International Technical Document C-24, "Durable Concrete." The concrete pH also correlates well with the overall physical integrity of the concrete surface as a result of cement paste carbonation and atmospheric hydrogen sulfide vapor attack.

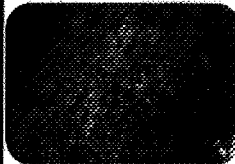
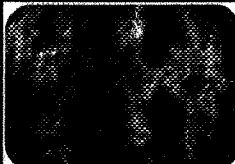
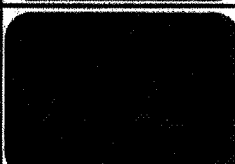

Concrete pH versus Environmental Corrosivity	
pH	Degree of Corrosivity
< 8	Severe
8 to 10	Moderate
10 to 12	Neutral
> 12	Alkaline

- Pit depth measurements will be performed in areas where significant metallic corrosion pitting is observed. A depth gauge will be used for pit depth measurements.

VANDA™ METAL/CONCRETE CONDITION RATING SYSTEM

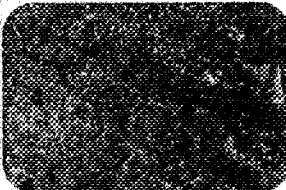
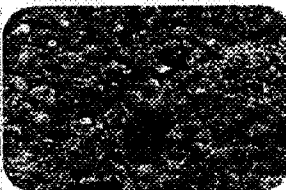

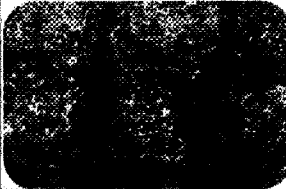
The VANDA™ Metal/Concrete Condition Index was created by V&A to provide consistent reporting of corrosion damage based on qualitative, objective criteria. Condition of corrosion can vary from Level 1 to Level 4 based upon visual observations and field measurements, with Level 1 indicating the best case and Level 4 indicating severe damage.

VANDA™ Metal Condition Index Rating System

Condition Rating	Description	Representative Photograph
Level 1	Little or No Corrosion Loss of Wall Thickness %: None Pitting Depth (as % of Wall Thickness): None to Minimal Extent (Area) of Corrosion: None	
Level 2	Minor Surface Corrosion Loss of Wall Thickness %: < 25% Pitting Depth (as % of Wall Thickness): < 25% Extent (Area) of Corrosion: Localized	
Level 3	Moderate to Significant Corrosion Loss of Wall Thickness %: 25%-75% Pitting Depth (as % of Wall Thickness): 25%-75% Extent (Area) of Corrosion: 25%-75%	
Level 4	Severe Corrosion; Immediate Repair/Replacement Needed Loss of Wall Thickness %: > 75% Pitting Depth (as % of Wall Thickness): 75% or More Extent (Area) of Corrosion: Affects Most or All of Surface	

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VANDA™ Concrete Condition Index Rating System

Condition Rating	Description	Representative Photograph
Level 1	<p>None/Minimal Damage to Concrete Hardness: No Loss Surface Profile: No Loss Cracking: Shrinkage Cracks Spalling: None Reinforcing Steel (Rebar): Not Exposed or Damaged</p>	
Level 2	<p>Damage to Concrete Mortar Hardness: Damage to Concrete Mortar Surface Profile: Some Loss Cracking: Thumbnail Sized Cracks of Minimal Frequency Spalling: Shallow Spalling of Minimal Frequency, Related Rebar Damage Reinforcing Steel (Rebar): May Be Exposed but Not Damaged</p>	
Level 3	<p>Loss of Concrete Mortar/Damage to Rebar Hardness: Complete Loss Surface Profile: Large Diameter Exposed Aggregate Cracking: ¼-inch to ½-inch Cracks, Moderate Frequency Spalling: Deep Spalling of Moderate Frequency, Related Rebar Damage Reinforcing Steel (Rebar): Exposed and Damaged, Can Be Rehabilitated</p>	
Level 4	<p>Rebar Severely Corroded/Significant Damage to Structure Hardness: Complete Loss Surface Profile: Large Diameter Exposed Aggregate Cracking: ½-inch Cracks or Greater, High Frequency Spalling: Deep Spalling at High Frequency, Related Rebar Damage Reinforcing Steel (Rebar): Damaged or Consumed, Loss of Structural Integrity</p>	

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Construction of a New CMU Block Storage Building

Layout and Location

The proposed storage building will be approximately 150 square feet and contain an architectural finish similar to the existing generator building with CMU block walls and clay-tile roof. For the sake of this proposal, GHD has tentatively placed the building near the rear of the site between the existing electrical transformer and underground pump station structure as shown in the following image.

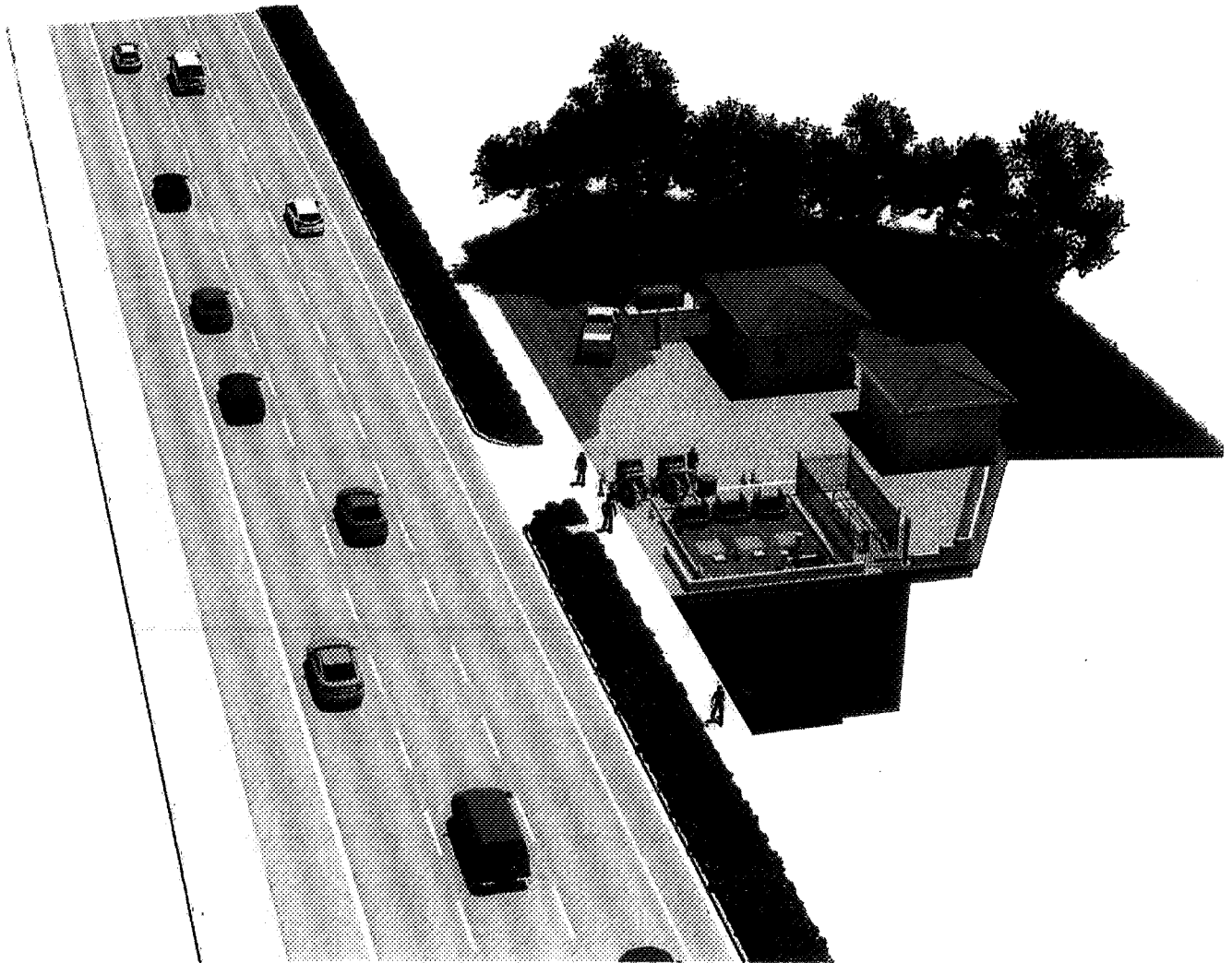
Ventilation System

The building will house sewer spill containment materials and a Biomagic odor control chemical tank and metering pump. GHD has contacted our local Biomagic manufacturer's representative who confirmed that the odor control chemical is a nitrate based liquid solution with some ammonium.

Further, they noted while some of the ammonia may off gas when agitated, little or no off-gassing occurs when static thus no forced ventilation is required for chemical storage meaning wall louvers will be sufficient unless otherwise desired by IRWD Operations staff.

Regardless, of this preliminary information, GHD will conduct a complete due diligence on the safe storage of the Biomagic chemical including:

- Design ventilation for the new chemical storage building. Confirm ventilation requirements for the Biomagic chemical to be stored, and determine thermal requirements for the chemical and anything else stored in the building. Design the ventilation system to meet requirements. At this time, natural ventilation, with louvers and vents, appears to be sufficient for the chemical storage building.



Proposed Site Layout

- It is assumed that the existing odor control system is adequate and no wet well ventilation work is anticipated at this time.

Eye Wash Station

The Biomagic manufacturer’s representative confirmed the chemical is delivered in bulk via tanker truck with an on-board eye wash station. However, for added worker safety, GHD will consider the addition of a permanent eye wash station inside the new storage building in the Preliminary Design phase.

Electrical System

It is expected that the new Chemical Building, ventilation and instrumentation load will be no larger than the existing “Panel-P” generator building distribution panel load. Therefore the new load will be supplied from the existing 225 Amp SCE service and the standby generator will not require upgrade. This will be confirmed during the Preliminary Design phase.

Installation of New Flow and Pressure Monitoring Devices on Pump Discharge

Pressure Devices

IRWD desires to install a pressure transmitter and gauge to the discharge piping in the dry well. While both of these devices are relatively straight forward and could be accomplished with minimal piping, I/O capacity of the existing PLC will need to be evaluated. The existing Modicon 984 PLC is also no longer sold by Schneider and this will need to be taken into account when assessing options for upgrade. The requirement for upgrade should be considered in light of any strategies that the water district may be implementing across the system as a whole, with respect to PLC controls hardware upgrades. The decision regarding PLC hardware shall be made during the initial preliminary design phase.

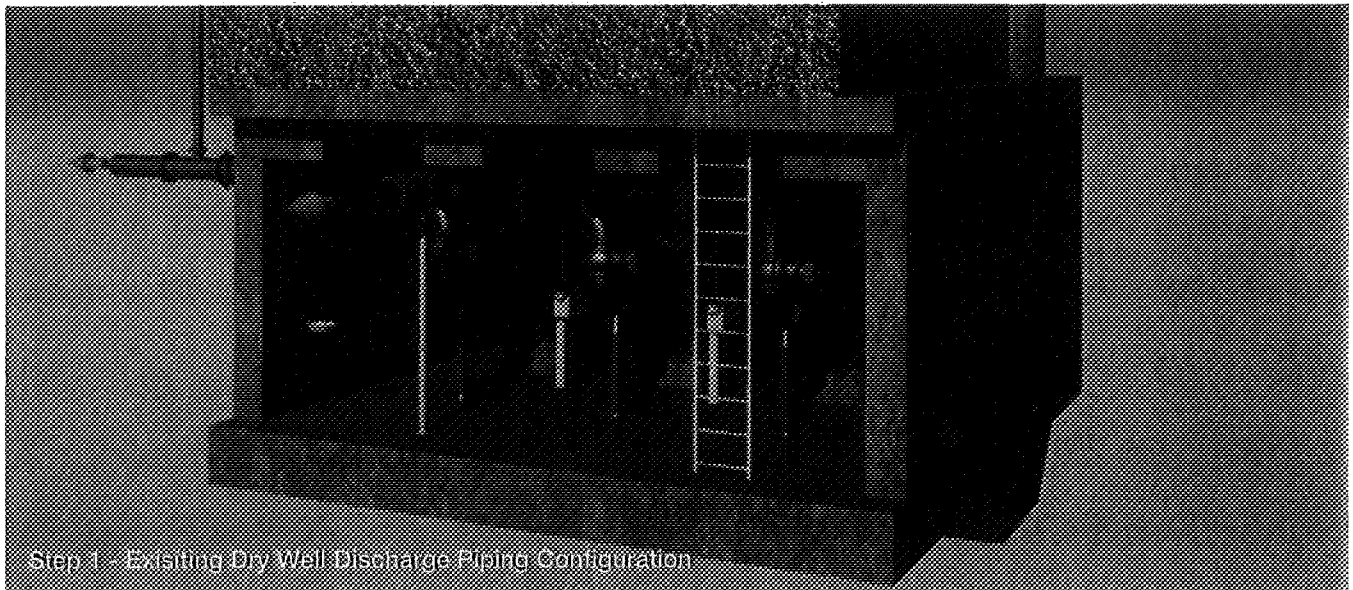
Existing controls and power supply to the pumps shall not be modified. If the PLC requires replacement with a newer M340 Schneider PLC, the code can be transferred from the existing PLC to the new one, via Schneider proprietary software, and it is assumed this will not require any additional design support or control narrative to support this transfer of existing controls.

Flow Devices

Similarly, the additional flow transmitter I/O will also provide a similar capacity constraint as the pressure transmitter mentioned above. However, potentially a larger issue is the installation of the flow meter itself.

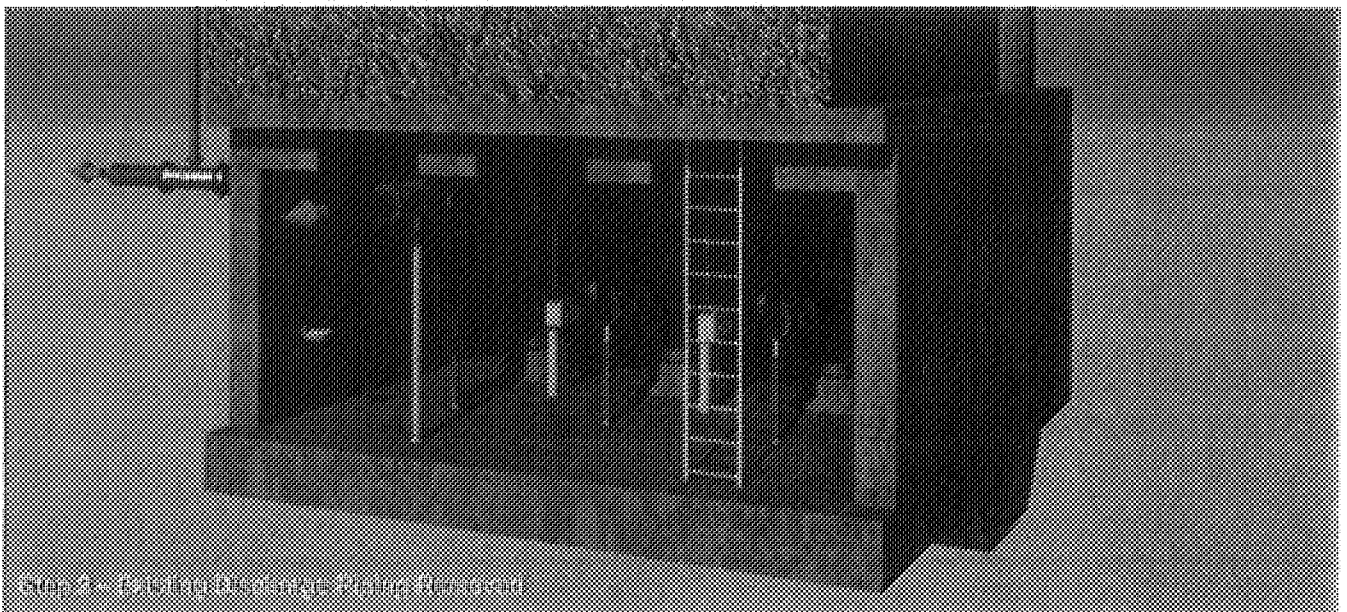
While newer meters on the market have improved tolerance to upstream turbulence, standard electromagnetic flow meters require installation in a section of straight pipe at a distance of 5 pipe diameters downstream and 2 pipe diameters upstream of any adjacent bend, valve, or fitting. This presents an issue with the current discharge piping configuration in the dry well as bend, valves, and fittings are stacked closely together and the discharge piping splits into two independent force mains inside the dry well. There are two potential solutions:

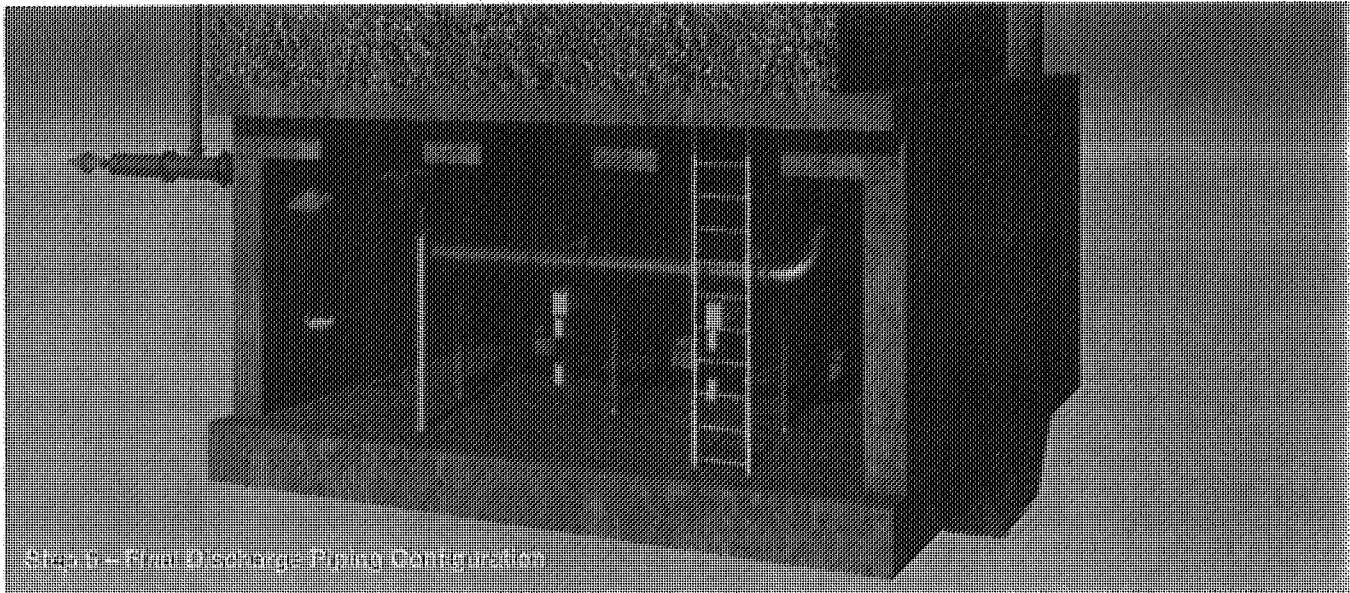
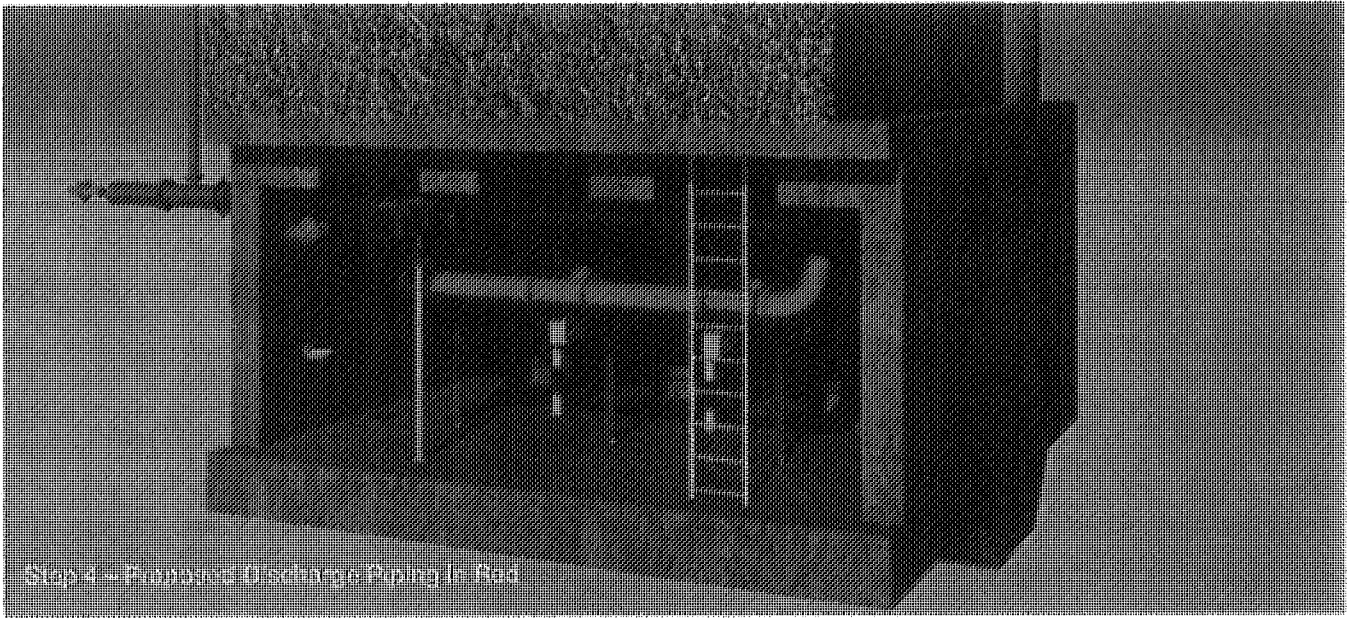
- Solution #1 – Reconfigure Discharge Piping: The recommended option is to reconfigure the discharge piping inside the dry well. While there are multiple potential configurations which will be explored during the Preliminary Design phase of the project, for the sake of this proposal, we will focus on a single configuration. The proposed configuration removes some of the existing discharge piping and provides an innovative common discharge header that doubles back on itself to get a segment of straight pipe long enough to accommodate a single flow meter that will monitor flow to either and/or both force mains. This work is broken down into a 5-step process as shown in the following images.



Step 1 - Existing Dry Well Discharge Piping Configuration

- Solution #2 – Flow Meters Outside: A less desired approach would be to install 2 flow meters (one on each force main) outside of structure. These could be direct buried or installed in a vault, but regardless, would be a significant cost impact, an operational and maintenance issue, and require easements from the adjacent HOA and the City.





Improve the Ventilation of Dry Well

GHD understands the ventilation system of the existing dry well is currently inadequate and requires improvement. The GHD Team will conduct an air change rate analysis to assess the current ventilation system, provide any recommendations for improvement, and prepare the required bidding documents for construction. Based upon this understanding, GHD anticipates the following approach:

Evaluate the existing dry well ventilation system. Determine the present air change rate based upon the volume of the dry well and the existing supply and exhaust air flow rates, and evaluate whether this air change rate is adequate and acceptable for the conditions. A minimum of 12 air changes per hour is standard and appropriate for dry wells, however, the dry well must be 10% positive pressure relative to the wet well, and all electrical gear must be rated for the proper

hazard class and division for the application.

Examine the existing ventilation system to provide adequate ventilation of the dry well. Evaluate the existing supply and exhaust fan airflow and static pressure capability and evaluate existing duct sizes for supply and exhaust air. Evaluate the material condition of fans and ductwork and assess their capability to provide ventilation for the next ten years.

Design necessary improvements to the ventilation system of the dry well by replacing inadequate or degraded components with appropriate materials and components for proper operation at design conditions. Appropriate materials will be selected for fans and ducts exposed in the ventilated areas and ducts below grade.

The total exhaust rate will be approximately 10% greater

than the supply rate to ensure that the space will tend to be negatively pressurized as compared to the adjacent wet well.

Produce bid documents, drawings and specifications, as required for necessary ventilation improvements in the dry well.

Specify testing, adjusting and balancing services to all new and existing dry well supply and exhaust components to ensure positive pressure in the dry well at all times.

Rehabilitate Existing 12-inch Ductile Iron Force Main CCTV Inspection

It is our understanding that IRWD attempted a CCTV investigation of the existing ductile iron force main, but the inspection fell short due to limitations in equipment and standing water in the lower portion of the force main. Therefore, the actual severity of the force main deterioration is not completely known at this time. Based upon this, GHD is proposing IRWD consider conducting a complete CCTV inspection enabling the assessment of the force main in total. The benefits for this optional scope include the production of a more comprehensive bidding package that will mitigate costly change orders during construction include the following:

- **Quantities:** While recommending the entire ~3,000 lineal feet be rehabilitated is an obvious solution for this work, the physical condition of the existing lining, the amount of lining to be removed, and number of structural defects requiring point repairs are all necessary to provide a complete bid package.
- **Cleaning:** Contractors develop their bids based upon equipment costs and time. The cleaning and preparation of a pipe for rehabilitation is an area where contractors can either make of time due to easy cleaning or burn time due to "heavier than expected" cleaning. Based upon the limited CCTV videos provided, there is sufficient evidence that some areas will require heavy cleaning due to the failure of the lining. Therefore, providing the contractor a solid estimate of cleaning required or obstructions to be removed throughout the alignment will only serve to benefit IRWD by providing the contractors actual conditions they will encounter.

The CCTV inspection of the force main in Newport Coast Drive during the design phase of the project will require the entry of the existing force main at two entry points. Specifically, these include the existing manhole at Station 96+00 and the inspection manhole at Station 110+70. However, the overall success of being able to CCTV the entire alignment through these two locations is dependent on the physical limitation of the CCTV equipment, the slopes of the pipeline, inside surface conditions of the force main, and IRWD's ability to dewater the force main.

Force Main Condition Assessment

CCTV inspections conducted by IRWD have identified several areas where the force main lining has failed. Failure of linings in force mains has been attributed to high hydrogen

sulfide levels and age of the liner material. One potential solution includes the installation of a cured-in-place-pipe (CIPP) lining system to provide a fully-structural rehabilitation solution to the deteriorated force main. However, unlike the CIPP liners for traditional gravity systems, CIPP pressure system liners are limited to installation of 700 foot segments. An additional limitation includes the inability to line-through stacked 45-degree bends similar to those at Sta. 124+60. Therefore, temporary excavations in addition to the existing gravity manhole and inspection manholes will be required to facilitate access to the force main for the entire length to be lined. GHD anticipates these locations will be at Sta 103+70, Sta 118+40, and Sta 124+60. GHD will provide finalized temporary shaft locations to IRWD for review and acceptance during the 50% submittal in the Final Design phase.

City of Newport Beach Coordination and Permitting

The GHD Team has already coordinated with the City of Newport Beach (City) and is intimately familiar with their traffic control and permitting requirements through an existing project on Balboa Island and in Coast Highway. For this project, GHD anticipates multiple permits through the City during both the design and construction phases of work defined as follows:

Design Phase

The assessment of the force main in Newport Coast Drive during the design phase of the project will require CCTV inspection. Since this work is within the City's right-of-way, the City will require a Temporary Street Closure Permit and the supporting traffic control plans.

Construction Phase

Similarly, the construction phase will also require a City Temporary Street Closure Permit and the supporting traffic control plans. However, the City will also require a separate Encroachment Permit due to the excavation required during the construction phase in the City right-of-way. While this will require the submission of the IRWD "Approved" plans, the City will not require any design reviews of the IRWD facilities. However, the City will request to review and approve any traffic control design plans.

Construction of a New Stairway to Underground Dry Well Layout and Design

GHD has prepared a preliminary design and layout of the proposed stairway for safe ingress/egress to the existing dry well. The intent of the stairway will be the primary point of access, while the existing ladder will remain in place as a secondary access and hatch for heavy item insertion and removal. The new stairway will be OSHA compliant including minimum and maximum angles of approach, tread length, width, and height, placement and spacing of primary and intermediate landings, and handrails. Other design elements shall include considerations for layout and pedestrian traffic flow, property lines, surface water drainage, lighting, safety, and security.

Entry Security

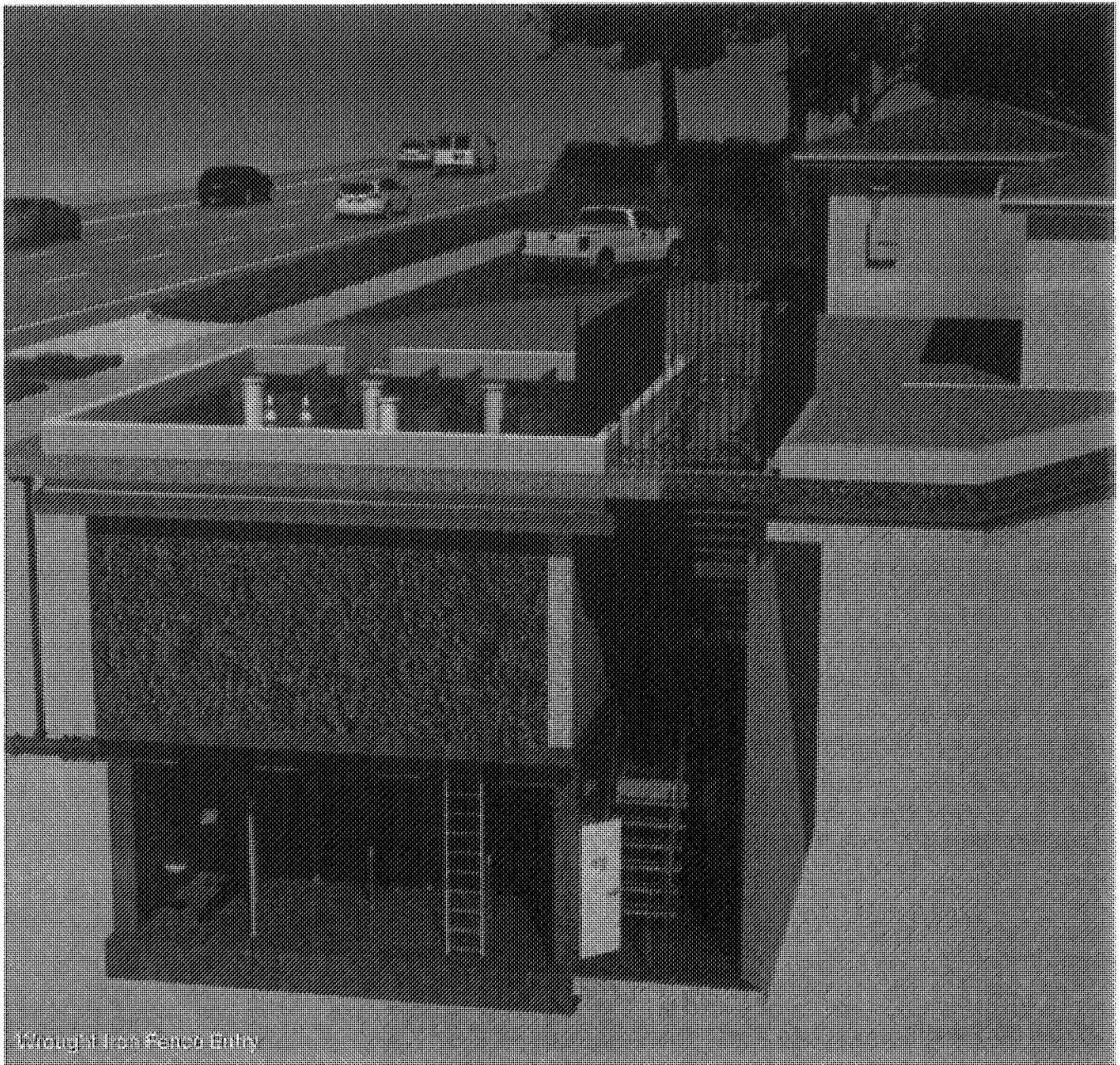
One of the design challenges GHD has identified in the preliminary analysis is securing the point of entry to the stairway at the surface. GHD's preliminary efforts evaluated a number of potential solutions and narrowed them to the following viable configurations:

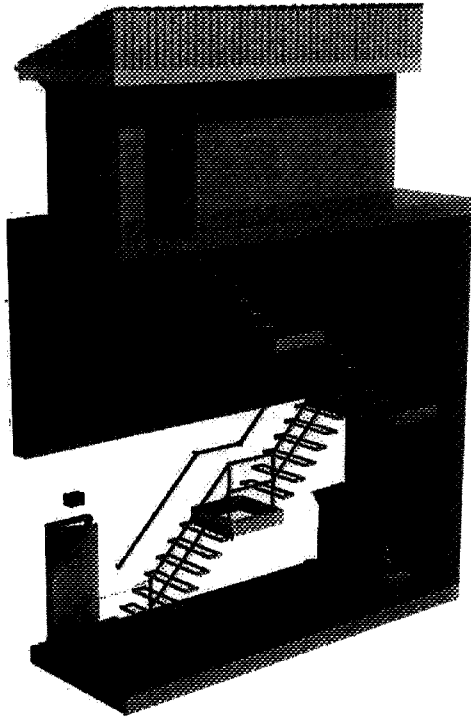
- **Wrought Iron Fence:** Entry to the stairway could be secured with a decorative wrought iron fence and lockable security gate. The benefit of this alternative is a lower construction cost and near invisible profile from the Newport Coast Drive. However, the open roof

design is susceptible to climbing and thus offers a less secure option.

- **CMU Block Structure:** A CMU block structure could contain the same architectural treatments to match the existing and proposed CMU buildings. The benefit of this option includes a completely enclosed point of entry making it more secure and it also keeps out water and debris from entering the stairway from the surface. It is also arguably a more aesthetically pleasing alternative. However, construction costs for this alternative will undoubtedly be higher than the wrought iron fence option.

Images showing both configurations are provided below and on the following page for clarity.





CMU Block Structure Entry

TASK 1 PRELIMINARY DESIGN REPORT

We will prepare a Preliminary Design Report (PDR) that includes the initial data collection, site investigation, and the evaluation of alternatives and concepts. GHD anticipates the PDR will consist of the following scope items:

Task 1.1 Site Survey

Our surveyors will provide the following survey information for use in the preliminary and final design of this project:

Task 1.1.1 Horizontal and Vertical Control Survey

Research at City of Newport Beach and County or Orange offices for local survey control and property line information. Establish survey control using NAD83 coordinates and NAV88 County benchmark elevations.

Task 1.1.2 Design Surveys

Topographic survey of the approximate 180' x 120' site and locate all visible surface features and measure ground elevations.

Establish property line from found property corners and street centreline monuments.

Deliverable(s): GHD will provide a two-dimensional AutoCAD digital drawing file showing culture, one-foot contours, spot elevations, and property lines.

Task 1.2 Utility Review

Task 1.2.1 Utility Research

Prior to commencing design efforts, we will first identify existing and planned utilities along the selected areas of excavation. This will be undertaken by contacting the relevant utility owners using the Underground Service Alert (Dig-Alert) utility database. We will also coordinate with the City of Newport Beach regarding any impending work that could conflict with this project, especially any proposed street improvement projects. Our utility research will include the following elements:

- **Walk the Areas:** We have already walked the lift station site and Newport Coast Drive and developed an inventory of observations and photographs of above-ground utilities and other surface features.
- **IRWD Facilities:** We will coordinate with IRWD staff regarding IRWD owned and operated facilities (sewer, water, recycled water) at the lift station site and Newport Coast Drive and obtain available records and plans.
- **City of Newport Beach Facilities:** We will coordinate with City staff regarding City owned and operated facilities along Newport Coast Drive and obtain available records and plans.
- This will also include other local and regional agencies, including but not limited to, the Orange County Sanitation District, Orange County Department of Public Works and Metropolitan Water District of Southern California.
- **USA: Underground Service Alert (USA)** will be contacted to obtain a list of utility agencies with records showing the location of all relevant infrastructure.
- **Other Utilities:** Other known utility owners will be contacted in writing (with telephone follow-up) requesting their latest information on the location of their facilities. The utilities to be contacted will include telephone, MCI, Southern California Edison, The Gas Company, City of Newport Beach, Orange County Department of Public Works, Orange County Sanitation District, Metropolitan Water District of Southern California, cable television companies, as well as any other utilities identified by USA.

Deliverable(s): Copies of all correspondence and information provided by the associated companies will be provided to IRWD in digital format.

Task 1.2.2 Potholing

Potholing will be performed to determine the horizontal and vertical location of existing utilities where potential conflicts may exist. Typical utilities to be potholed include storm drain, gas, water, petrochemical, communications, and power.

The scope of work for this potholing will include the following for each location:

- Obtain necessary permits.
- Delineate each site for DigAlert.
- Provide traffic control plans as appropriate for each location.
- Air excavate/vacuum pothole each site as appropriate.
- Backfill, compact and patch with DOT approved product known as Perma-Patch.
- Set a PK nail, circled in pink, and paint the information on the street.

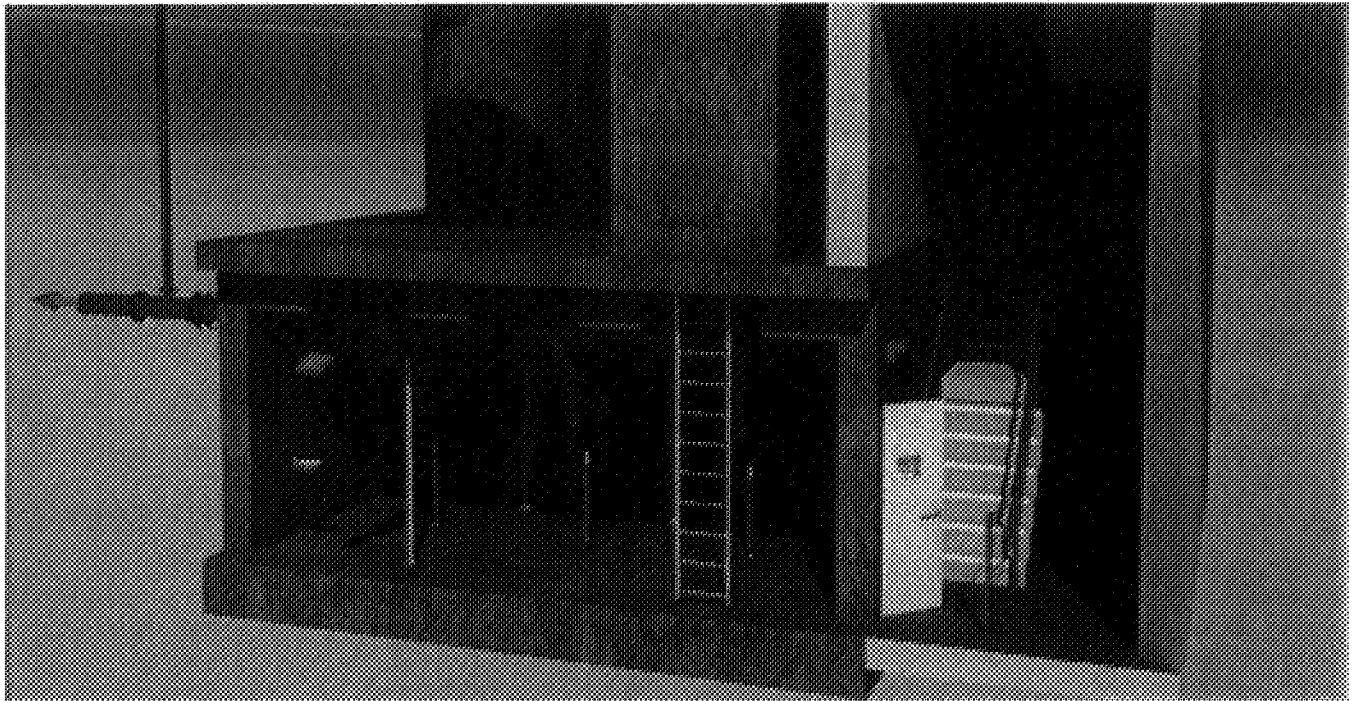
The budget for this task includes up to ten (10) potholes in Newport Coast Drive and on-site.

Deliverable(s): *A report identifying all sites complete with pictures will be submitted. This report will also include hard measurements from curb or other stationary monuments, along with a map showing the location of the sites.*

Available geotechnical and geological data regarding the subject site and surrounding areas will be reviewed to assess the expected soil conditions at the site. The data review will include the review of published geologic maps and grading reports for the subject site and other geotechnical data contained in our in-house files, and in City/County files.

Task 1.3.2 Field Investigation

The field investigation will consist of two (2) parts: a site reconnaissance and a subsurface exploration. The site reconnaissance will be performed by the Staff Engineer or Staff Geologist to select the boring locations for the proposed subsurface exploration. The proposed boring locations will be marked in white and Underground Service Alert (USA) will be notified for coordinating with utility companies to locate and field-mark any existing substructures. The markings provided by USA will be used to ensure the protection of any identified existing utilities. Following your approval of our scope of work, our receipt of the notice-to-proceed with work, and clearance of the



Task 1.3 Geotechnical Investigation

The GHD Team proposes to perform a soils investigation at the project site to determine the conditions of the existing subgrade soils and provide recommendations for designing the proposed lift station improvements. The investigation will include a site visit, collection of bulk and undisturbed soil samples from the site, laboratory testing, engineering analyses, and the preparation of report presenting recommendations for the improvements planned at the project site. The scope of our investigation will consist of the following:

Task 1.3.1 Data Review/Coordination

subject site by USA after the site reconnaissance, the field investigation will be performed.

The field investigation will include exploration of the site by drilling borings at two (2) locations on the subject property, below the existing grade to secure undisturbed and bulk soil samples for analysis in the laboratory. The borings will be drilled to depths ranging between five (5) and 50 feet below the existing ground surface (or to a depth of refusal). The deep boring is intended to collect information about the groundwater table at the site and to obtain the required parameters for the soil liquefaction analysis. The depths of the proposed borings may change depending on

the materials encountered during the field investigation. Boreholes will be backfilled with soil cuttings generated from the same boring and compacted immediately after the final samples are retrieved.

Geologic logging of boring activities exhibiting soil classification of each stratum in accordance with the Unified Soil Classification System (USCS), ASTM 2487 and include all pertinent information, including boring depth and location, sample collection depth, USCS group name, USCS group symbol, color as determined by Munsell Soil Color Charts, grain size distribution, plasticity index, moisture content and dry density of drive samples, the elevation of the water table (including the depth of saturated soil or groundwater) if encountered, and caving and/or sloughing conditions. Continuous undisturbed drive samples will be collected at approximate 5-foot intervals during drilling operations; additional drive samples will be taken at changes in lithology or if unusual conditions are encountered. Bulk samples will also be collected from soil cuttings generated during the drilling activities. The samples from the borings will be tested in the laboratory as described in Task 1.3.3.

Task 1.3.3 Laboratory Testing

Bulk and relatively undisturbed drive soil samples collected during the proposed field investigation will be examined in the laboratory to confirm field classifications. Selected samples from the borings will be tested to help evaluate engineering properties of the subsurface soils, including in-situ moisture content and dry density, compaction characteristics (maximum dry density and optimum water content) by modified proctor testing, plasticity/expansive characteristics, grain-size distribution, shear strength, and corrosive properties (resistivity, pH, soluble sulfates, and chloride). The numbers and types of tests will depend upon the soils encountered. Results of all laboratory testing performed on bulk and drive samples of the subsurface soils will be included in the appendix of the engineering report prepared for the project.

Task 1.3.4 Engineering Analysis

Engineering analyses will be performed upon completion of the laboratory testing. Results from the field and laboratory testing, site reconnaissance, and experience will be the basis for the engineering analyses. Engineering conclusions and recommendations will be provided for the following:

- Type and extent of materials encountered,
- Suitability of onsite soils for use as fill material,
- Thickness and competence of existing fill, if any,
- Depth to competent material for support of the structure,
- Suitable type of foundation,
- Presence of groundwater or seepage (groundwater table depth, if encountered),
- Seismic design parameters,
- Factors of Safety against Liquefaction;
- Dynamic Settlements;
- Floor slab support,
- Allowable soil pressures for foundation design,
- Coefficient of friction, and
- Site preparation for the proposed construction.

Task 1.3.5 Report Preparation

An engineering report will be prepared at the conclusion of our investigation describing the overall purpose, methods and procedures used to conduct the field exploration (including sampling collection methods), investigation findings (soil characteristics), conclusions regarding appropriate construction methods, recommendations, and supporting laboratory test procedures and results. The report will provide compaction requirements, subgrade preparation, and treatment recommendations for wet, unsuitable, and/or saturated conditions. It will also provide the depths and estimated quantity of needed over-excavation. The report will include typed geologic boring logs, geotechnical laboratory reports, a site location map, a boring location map, and other pertinent data and information. All referenced geotechnical reports used in the preparation of the report will be listed in the appendix.

Deliverable(s): *Two (2) wet-signed copies of the final report will be submitted.*

Task 1.4 Conceptual Layout

GHD has already started the development of a conceptual site layout based upon the requested improvements. These improvements included considerations of the following:

- Phasing for staging
- Bypass pumping facilities (pumps, fuel tanks, and pipelines)
- New CMU building structure
- Conduit runs
- Piping alignments
- Electrical panels
- Stairway
- Dry well improvements
- Force main rehabilitation

Based upon GHD's initial analysis, a number of layout alternatives have been developed and shown in the prior graphics. These will be the basis of our initial concepts for IRWD's consideration and documented in the PDR.

Deliverable(s): *Various conceptual site layouts will be provided in the PDR.*

Task 1.5 Electrical

GHD's Electrical Engineering Team will provide design services for the proposed improvements to the sewer lift station. The focus of the design elements will include the following electrical items:

- Determine power supply, lighting and building services requirements for the new chemical storage building based on the district standard requirements and the California Building Code.
- Determine required power supply and controls for new HVAC in the dry well and the new chemical storage building, in coordination with the HVAC design.
- Determine required electrical modifications in the dry well, including possible new lighting and cable

modifications, based on positioning of new stairway and ducting for HVAC.

- Identify any monitoring or chemical delivery equipment associated with the Biomagic chemical storage and incorporate electrical requirements in the new building.
- Confirm power supply is adequate once additional loads have been added.
- Determine power supply and monitoring requirements for temporary bypass pumping arrangement.
- Determine the benefits of adding VFD's

Deliverable(s): A detailed discussion of the electrical design components, corresponding recommendations, and associated costs will be provided in the PDR.

Task 1.6 Instrumentation

Our Instrumentation and Control (I&C) Engineers will provide design services for the proposed improvements to the sewer lift station. The focus of the design elements will include the following I&C items:

- Determine requirements for new flow meter and pressure transmitters. Review installation requirements for flowmeter to ensure accurate reading and suitable flow profile based on selected instrument.
- Examine existing Control Cabinet and confirm suitability for new instrumentation and ventilation controls.
- Review installation location of a new gas detector in existing dry well to enhance safe entry

Deliverable(s): A detailed discussion of the instrumentation design components, corresponding recommendations, and associated costs will be provided in the PDR.

Task 1.7 Right-of-Way

Activity	Governing Agency	Permit Type	Anticipated Fee (Estimated)
CCTV	City of Newport Beach	Temporary Street Closure	\$100
Geotechnical Borings	Irvine Ranch Water District	Encroachment/Drilling	No Fee

GHD understands IRWD's desire not to encroach in the adjacent properties including the local HOA, City of Newport Beach, and County Flood Control properties. However, in the event it becomes necessary, GHD will identify any temporary construction or permanent easements. Due to the minimal effort to complete this task, GHD has provided a few coordination hours to reflect the anticipated work.

Deliverable(s): GHD will provide a written description and show in an exhibit any necessary encroachments in the Preliminary Design Report.

Task 1.8 Permits

GHD will closely coordinate with IRWD, the City of Newport Beach and other project Stakeholders throughout the design process to obtain necessary permits and permissions for the work. The associated permit applications will be prepared and submitted on behalf of IRWD. Any direct fees associated with the applications will be paid by the GHD and reimbursed by IRWD without surcharge or mark-up. For budgetary purposes, all associated costs and fees are included in Task 3.3.

At this time, GHD anticipates the following permits will need to be obtained during the design period of this project:

Deliverable(s): GHD will coordinate with IRWD, the City of Newport Beach and other project Stakeholders via email, telephone, or at meetings scheduled on an as-needed basis. GHD will include the IRWD on all correspondence.

Task 1.9 CEQA Documentation

GHD understands that IRWD will prepare and file any CEQA documents for the project. However, GHD will provide the associated engineering support including data regarding construction activities that will impact the environment and a detailed project description. For this task, GHD has budgeted \$4,000 as stipulated in the RFP. Deliverable(s): GHD will provide CEQA engineering support on an as-needed basis for the stipulated budget amount. While not anticipated, any support required beyond the stipulated amount will be mutually agreed upon by IRWD and GHD prior to the commencement of work.

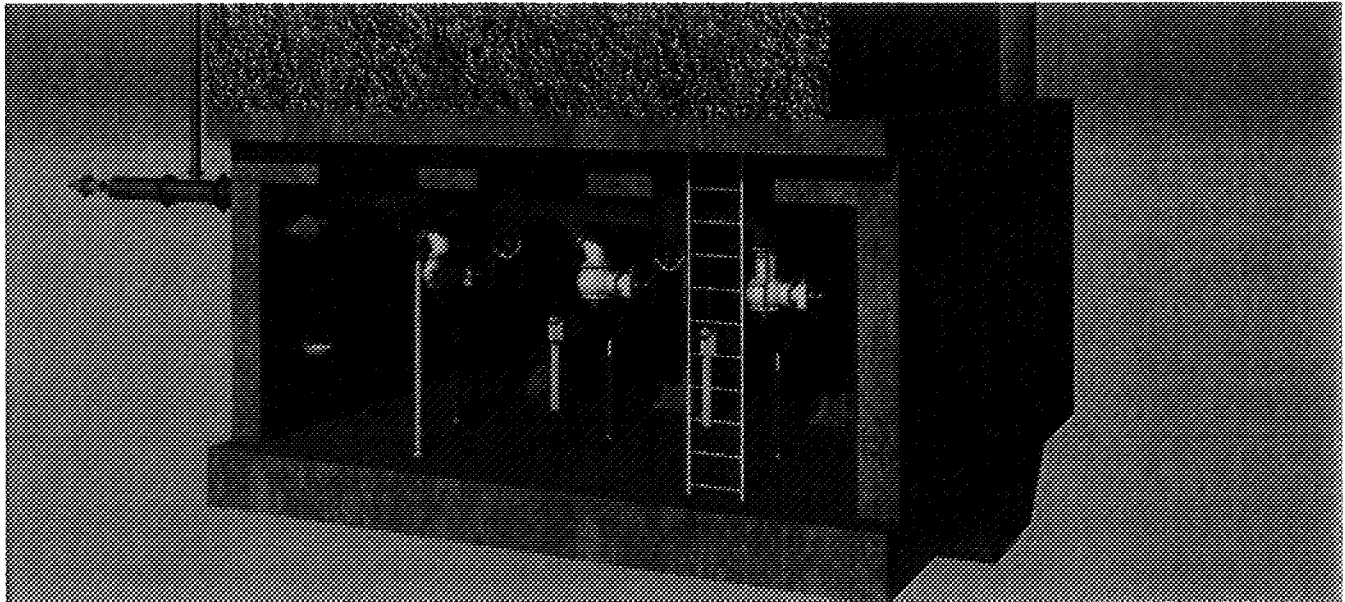
Task 1.10 Project Schedule

GHD has already prepared a preliminary Project Schedule in this proposal that includes all scope items including those deemed optional at this time. It is GHD's intent to maintain this schedule throughout the project and provide any updates as necessary. In general, the Project Schedule includes coordination items, long lead items, critical path issues, submittal milestones, and IRWD review times.

Deliverable(s): GHD will provide an updated Project Schedule at the initial Kick-Off Meeting.

Task 1.11 Estimates of Probable Construction Costs

Knowing the importance of estimating construction budgets, the GHD Team will prepare a cost estimate using



the guidelines established by the American Association for the Advancement of Cost Engineering (AACE) for the development of Opinion of Probable Construction Costs (OPCC). GHD will utilize an AACE Class 3 guideline for the Preliminary Design Report which stipulates an accuracy range between -15% to +20% and a typical contingency of 5% to 20%.

Deliverable(s): *GHD will include the OPCC in the Preliminary Design Report document.*

Task 1.12 Meetings

Task 1.12.1 Preliminary Design Kick-off Meeting (Meeting #1)

Our Project Manager will schedule and conduct the kick-off meeting at IRWD or other IRWD-designated location. Following introductions and dissemination of contract information, GHD will review the project scope of work, schedule, budget and other pertinent items. GHD also anticipates a site visit to gain access to the secure areas of the Newport Coast Lift Station facilities.

Deliverable(s): *GHD will prepare up to ten (10) copies of a meeting agenda and an updated design schedule. GHD will have comprehensive minutes prepared and distributed to each meeting attendee (as well as any other designated parties) within 7 calendar days of the meeting.*

Task 1.12.2 Preliminary Review Meeting (Meeting #2)

GHD will conduct a Preliminary Review Meeting to discuss the new building layout and feasibility of a stairway and DI force main rehabilitation. GHD also plans to utilize this time to coordinate with IRWD staff to discuss and review project status, pending submittals and overall design progress.

Deliverable(s): *GHD will prepare up to ten (10) copies of the meeting agenda, updated schedule and budget status prior*

to each meeting. GHD will have comprehensive minutes prepared and distributed to each meeting attendee (as well as any other designated parties) within 7 calendar days of the meeting.

Task 1.12.3 Draft PDR Review Meeting (Meeting #3)

GHD will conduct a Draft PDR Review Meeting with IRWD staff to review comments on the document and discuss the steps necessary to proceed to the Final PDR. It is GHD's intent that this meeting be facilitated in a workshop manner to finalize all design concepts prior to the commencement to the Final Design phase of the project. GHD also plans to utilize this time to coordinate with IRWD staff to discuss and review project status, pending submittals and overall design progress.

Deliverable(s): *GHD will prepare up to ten (10) copies of the meeting agenda, updated schedule and budget status prior to each meeting. GHD will have comprehensive minutes prepared and distributed to each meeting attendee (as well as any other designated parties) within 7 calendar days of the meeting.*

Task 1.13 Deliverables

GHD anticipates the following deliverables during the Preliminary Design phase of the project:

Task 1.13.1 Meetings

Detailed deliverables for all meetings are outlined in Task 1.12.

Task 1.13.2 Preliminary Design Report

GHD's Draft PDR submittal will include ten (10) hard copies of the PDR document including any supporting appendices, graphics, and cost opinions. Following IRWD's review of the Draft PDR, we will incorporate all appropriate comments in the Final PDR Submittal comprised of ten (10) hard copies. The Final PDR submittal will also include a summary of the Draft PDR Submittal review comments/responses and

scanned red-lined graphics. All submittal documents/ materials will be provided electronically in their native and PDF formats on compact disc.

Task 1.14 VFD Benefit Analysis

GHD will conduct an evaluation of the Newport Coast Sewer Lift Station to determine with benefits associated with the addition of VFDs to the three (3) existing 60-hp pumps. This limited analysis is expected to evaluate the following (at minimum):

- Power savings through pumping efficiencies
- Minimizing ragging
- Thrust issues of existing discharge piping in the dry well
- Odor management
- Operational constraints
- Space/layout requirements
- HVAC system improvements

The results of the analysis will be documented in a Draft Technical Memorandum (TM) and submitted for IRWD review and comment. All agreed upon comments will be implemented and memorialized in a Final TM. The Final TM will be included as an attachment in the Draft PDR.

TASK 2 FINAL DESIGN

Task 2.1 Construction Drawings

Based upon the published scope of work in the RFP, GHD has developed an anticipated drawing list for this project. This list is complete with the Optional Task 3 scope items for completeness, but can be easily identified with an asterisk (*) next to the respective Sheet ID.

Sheet No.	Sheet ID	Description
1	G-1	Title Sheet
2	G-2	Quantities, Notes, Index Map
3	D-1	General Civil and Pavement Demolition
4	D-2	Dry Well Piping Demolition
5	D-3	Dry Well Structure Demolition
6	C-1	Lift Station Site Improvement Plan
7	C-2	Lift Station Horizontal Control and Site Grading Plan
8	C-3	Lift Station Fencing & Gates Details, Sections and Elevations
9	C-4	Lift Station Site Piping Details and Sections
10	C-5*	Force Main Lining Layout
11	C-6*	Force Main Lining Details 1
12	C-7*	Force Main Lining Details 2
13	C-8*	Force Main Lining Details 3
14	M-1	Dry Well Discharge Piping Mechanical Plan

15	M-2	Dry Well Discharge Piping Mechanical Sections
16	M-3	Dry Well Discharge Piping Mechanical Details
17	M-4	Bypass Pumping Plan
18	M-5	Bypass Pumping Sections
19	M-6	Bypass Pumping Details
20	M-7	Wet Well Lining Plan & Profile
21	M-8	Wet Well Lining Details 1
22	M-9	Wet Well Lining Details 2
23	S-1	Arch/Struc Notes 1 (General, Construction Notes, Concrete, Steel, CMU)
24	S-2	Arch/Struc Notes 2 (Legend, Abbreviations, Special Inspections)
25	S-3	Storage Building Roof and Floor Plan
26	S-4	Storage Building Foundation Plan
27	S-5	Storage Building Elevations
28	S-6	Storage Building Sections
29	S-7*	Stairway Foundation Plan, Sections
30	S-8	Structural Details 1 (Building)
31	S-9	Structural Details 2 (Building)
32	S-10*	Structural Details 3 (Stairway)
33	A-1	Architectural Details
34	H-1	General HVAC General Notes, Legends and Abbreviations
35	H-2	Dry Well Ventilation Air Duct Work Sections and Details
36	H-3	VFD Panel Ventilation Sections and Details
37	E-1	Notes, Legend, Symbols, Abbreviations
38	E-2	Single Line Diagram & Site Plan
39	E-3	Conduit and Circuit Schedules
40	E-4	Storage Building and Lift Station - Power Plan
41	E-5	Storage Building and Lift Station - Lighting Plan
42	E-6	Motor Control Circuits
43	E-7	Electrical Details 1
44	E-8	Electrical Details 2
45	E-9	Electrical Details 3
46	I-1	Instrumentation Legends, Symbols and Notes
47	I-2	Instrumentation P&ID
48	I-3	Control System Modifications
49	T-1*	Traffic Control - Sta 96+00 Pit
50	T-2*	Traffic Control - Sta 103+80 Pit
51	T-3*	Traffic Control - Sta 110+70 Pit
52	T-4*	Traffic Control - Sta 118+50 Pit
53	T-5*	Traffic Control - Sta 124+70 Pit

Deliverable(s): *The budget for the Construction Drawings have been allocated in the respective Final Design Deliverables under Task 2.3 and under Tasks 3.1 and 3.2.*

Task 2.2 Project Manual

GHD staff is familiar with and has copies of the current IRWD 2015 Construction Manual and 2013 Procedural Guidelines and General Design Requirements. This knowledge and reference resources will be the foundation of the production of Newport Coast Sewer Lift Station Rehabilitation Project Manual. GHD will provide a single original set of letter sized bidding documents, a digital set of files in their native format of MS Word on a compact disc, and a single PDF file on a separate compact disc.

Deliverable(s): *The budget for the Project Manual have been allocated in the respective Final Design Deliverables under Task 2.3.*

Task 2.3 Final Design Deliverables

Task 2.3.1 First (50%) Submittal

For the First (50%) Submittal, GHD will provide 50% design level plans, all sections of the Project Manual including draft technical specifications (minus General Provisions), design calculations and a preliminary construction schedule including a revised project schedule indicating the anticipated, design completion, bid and award duration and construction duration. This schedule is anticipated to assist with project budgeting and any environmental requirements. The 50% level design will include general and project specific notes and abbreviations and a listing of anticipated standard details to be used. A comprehensive Engineer's estimate of probable construction cost will be provided for the project at this phase.

Deliverable(s): *Our First (50%) Submittal will include ten (10) sets of the above referenced documents. All submittal documents/materials will be provided electronically in their native and PDF formats on compact disc.*

Task 2.3.2 Second (90%) Submittal

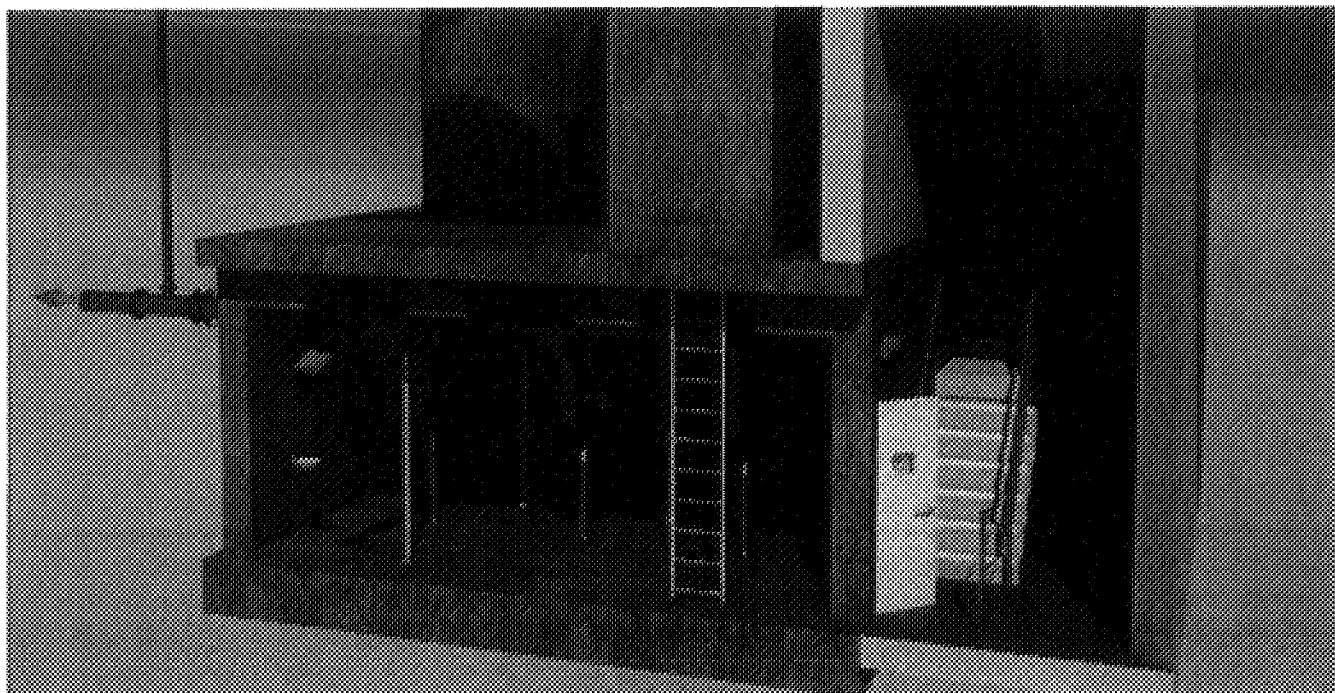
The Second (90%) Submittal will incorporate all appropriate IRWD comments on the First (50%) Submittal and any additional comments gathered during the 50% plan review meeting. The submittal will include 90% design level plans, all sections of the Project Manual including draft technical specifications (minus General Provisions), design calculations, an updated Engineer's estimate of probable construction cost, and a construction schedule including a revised design schedule indicating the anticipated, design completion, bid and award duration and construction duration. This schedule is anticipated to assist with project budgeting and any environmental requirements.

Deliverable(s): *Our Second (90%) Submittal will include ten (10) sets of the above referenced documents. All submittal documents/materials will be provided electronically in their native and PDF formats on compact disc.*

Task 2.3.3 Final (100%) Submittal

The Final (100%) Submittal will incorporate all appropriate IRWD comments on the Second (90%) Submittal and any additional comments gathered during the 90% plan review meeting. The submittal will include 100% design level plans, all sections of the Project Manual including draft technical specifications (minus General Provisions), and an updated Engineer's estimate of probable construction cost

Deliverable(s): *Our Final (100%) Submittal will include ten (10) sets of the above referenced documents. All submittal*



documents/materials will be provided electronically in their native and PDF formats on compact disc.

Task 2.3.4 Final Mylar Submittal

The Final Mylar Submittal will incorporate all appropriate IRWD comments on the Final (100%) Submittal and any additional comments gathered during the 100% plan review meeting. The submittal will include complete signed original Mylar plans, all sections of the Project Manual including technical specifications, and Engineer's estimate of probable construction cost. GHD also anticipates the participation in an IRWD signatures meeting.

Deliverable(s): *Our Final Mylar Submittal will include one (1) Mylar set and one (1) full-size bond set of the plans (stamped and signed). One (1) hard copy of the final Project Manual and Engineer's estimate of probable construction cost will also be provided. All submittal documents/materials will be provided electronically in their native and PDF formats on compact disc.*

Task 2.4 Project Meetings

Task 2.4.1 Final Design Kick-off Meeting (Meeting #4)

Based upon the results of the Final PDR, GHD will schedule and conduct a Final Design Kick-Off Meeting at IRWD or other IRWD-designated location. At that time GHD will review the recommendations described in the Final PDR and how the associated improvements will be packaged into a final set of contract documents. GHD also plans to utilize this time to coordinate with IRWD staff to discuss and review project status, pending submittals and overall design progress.

Deliverable(s): *GHD will prepare up to ten (10) copies of the meeting agenda, updated schedule and budget status prior to each meeting. GHD will have comprehensive minutes prepared and distributed to each meeting attendee (as well as any other designated parties) within 7 calendar days of the meeting.*

Task 2.4.2 First (50%) Submittal Preview Meeting (Meeting #5)

GHD will conduct a First (50%) Submittal Review Meeting to preview the 50% plans. GHD also plans to utilize this time to coordinate with IRWD staff to discuss and review project status, pending submittals and overall design progress.

Deliverable(s): *GHD will prepare up to ten (10) copies of the meeting agenda, updated schedule and budget status prior to each meeting. GHD will have comprehensive minutes prepared and distributed to each meeting attendee (as well as any other designated parties) within 7 calendar days of the meeting.*

Task 2.4.3 Second (90%) Submittal Preview Meeting (Meeting #6)

GHD will conduct a Second (90%) Submittal Review Meeting to preview the 90% plans. GHD also plans to utilize this time

to coordinate with IRWD staff to discuss and review project status, pending submittals and overall design progress.

Deliverable(s): *GHD will prepare up to ten (10) copies of the meeting agenda, updated schedule and budget status prior to each meeting. GHD will have comprehensive minutes prepared and distributed to each meeting attendee (as well as any other designated parties) within 7 calendar days of the meeting.*

Task 2.4.4 Final (100%) Submittal Review Meeting (Meeting #7)

GHD will conduct a Final (100%) Submittal Review Meeting to review the 100% plan submittal and IRWD final comments to be implemented into the Final Mylar Submittal. GHD also plans to utilize this time to coordinate with IRWD staff to discuss and review project status, pending submittals and overall design progress.

Deliverable(s): *GHD will prepare up to ten (10) copies of the meeting agenda, updated schedule and budget status prior to each meeting. GHD will have comprehensive minutes prepared and distributed to each meeting attendee (as well as any other designated parties) within 7 calendar days of the meeting.*

Task 2.5 Project Schedule

GHD will provide a revised Project Schedule based upon the developments in the Preliminary Design phase of the project. The Project Schedule shall include coordination items, long lead items, critical path issues, submittal milestones, and IRWD review times.

Deliverable(s): *GHD will provide updated Project Schedules at each coordination meeting and at design submittal milestones.*

Task 2.6 Right-of-Way Legal Descriptions

GHD understands IRWD will generate any legal descriptions as described in Task 1.7 above. Further, GHD will provide the necessary digital CAD files to IRWD's surveyor to prepare the legal descriptions and associated Plat Maps. Due to the minimal effort to complete this task, GHD has provided a few coordination hours to reflect the anticipated work.

Deliverable(s): *GHD will provide the necessary .DWG files to IRWD for the preparation of any easements.*

Task 2.7 Permits

GHD will closely coordinate with IRWD, the City of Newport Beach and other project Stakeholders throughout the design process to obtain necessary permits and permissions for the work. The associated permit applications will be prepared and submitted on behalf of IRWD. Any direct fees associated with the applications will be paid by the GHD and reimbursed by IRWD without surcharge or mark-up. For budgetary purposes, all associated costs and fees are included in Task 3.2.

At this time, GHD anticipates the following permits will need to be obtained for the construction portion of this project:

Project Phase	Activity	Governing Agency	Permit Type	Anticipated Fee (Estimated)
Construction	FM Rehabilitation	City of Newport Beach	Encroachment	\$10,000
Construction	FM Rehabilitation	City of Newport Beach	Temporary Street Closure	\$200

Deliverable(s): GHD will include the OPCC in the Preliminary Design Report document.

Task 2.10 Bid Period Assistance

Task 2.10.1 Respond to Questions

GHD will address questions and inquiries from bidders forwarded by IRWD. It is assumed that the IRWD will field all questions and inquiries from bidders during the single bid period, and pass along those that require a response from GHD.

Deliverable(s): GHD will coordinate with IRWD, the City of Newport Beach and other project Stakeholders via email, telephone, or at meetings scheduled on an as-needed basis. All permits obtained associated with the construction work will be included in the Project Manual. GHD will include the IRWD on all correspondence.

Task 2.8 Liquidated Damages Calculations

GHD will utilize IRWD's standard liquidated damages calculation form to determine the appropriate value for this project.

Deliverable(s): GHD will provide a copy of the liquidated damages calculation form and include formal documentation in the Project Manual.

Task 2.9 Estimate of Probable Construction Costs

GHD will provide an OPCC utilizing AACE guidelines similar to the services identified in Task 1.11 for Estimates of Probable Construction Costs. However, based upon the advanced stage of the project in the Final Design, the AACE classification will be advanced accordingly. The following table summarizes GHD anticipated level of accuracy and associated contingencies:

Submittal	AACE Class	Accuracy Range	Typical Contingency
First (50%) Submittal	2	-10% to +15%	0% to 10%
Second (90%) Submittal	2	-10% to +15%	0% to 10%
Final (100%) Submittal	1*	+/- 5%	0% to 5%
Final Mylar Submittal	1*	+/- 5%	0% to 5%

*Class 1 estimates are reserved for actual contractor proposals from finalized bidding documents and addendums

Deliverables: Formal response to inquiries to IRWD, either in email or memo written form.

Task 2.10.2 Respond to RFIs

GHD will also assist IRWD with the preparation of up to six (6) RFIs during a single contract bid period initiated by the bidders and forwarded by the IRWD.

Deliverable(s): Formal response to inquiries to IRWD, either in email or memo written form.

Task 2.10.3 Prepare Addenda

GHD will assist IRWD with the preparation of one (1) contract addendum/revision during a single contract bid period. The addendum/revision will be provided by GHD and distributed to prospective contractors by IRWD.

Deliverable(s): Formal response to inquiries to IRWD, either in email or memo written form.

TASK 3 OPTIONAL FINAL DESIGN ITEMS

GHD understands IRWD will determine the feasibility of construction of the following tasks based upon the results and recommendations of the Preliminary Design Report. The associated design deliverables shall conform to the requirements identified in Task 2 above. GHD will provide the following services upon receipt of a formal authorization to proceed from IRWD:

Task 3.1 Stairway Construction Drawings and Project Manual Addition

GHD will provide the final design and associated contract GHD will provide the final design and associated contract documents for a new stairway to provide safe ingress and egress to the existing dry well. This will provide a supplemental point of access to the existing vertical ladder with safety-climb mechanism. The design of the new stairway shall be OSHA compliant including minimum and maximum angles of approach, tread length, width,

and height, placement of landings, and handrails. Specific design elements shall include considerations for layout and pedestrian traffic flow, surface water drainage, lighting, safety, and security. We anticipate the design will require civil/site work, architectural, structural, electrical, and detail drawings along with the associated project manual specifications.

Deliverable(s): A technical memorandum identifying the physical locations and quantities of physical defects and lining failures will be submitted. Digital copies of the CCTV videos will also be provided on digital video disc (DVD) format.

Deliverable(s): The associated deliverables for the Stairway Construction Drawings and Project Manual shall match those identified in the Construction Drawings and Final Design Deliverables under Task 2.1 and Task 2.3, respectively.

Task 3.2 Ductile Iron Force Main Rehabilitation Construction Drawings and Project Manual

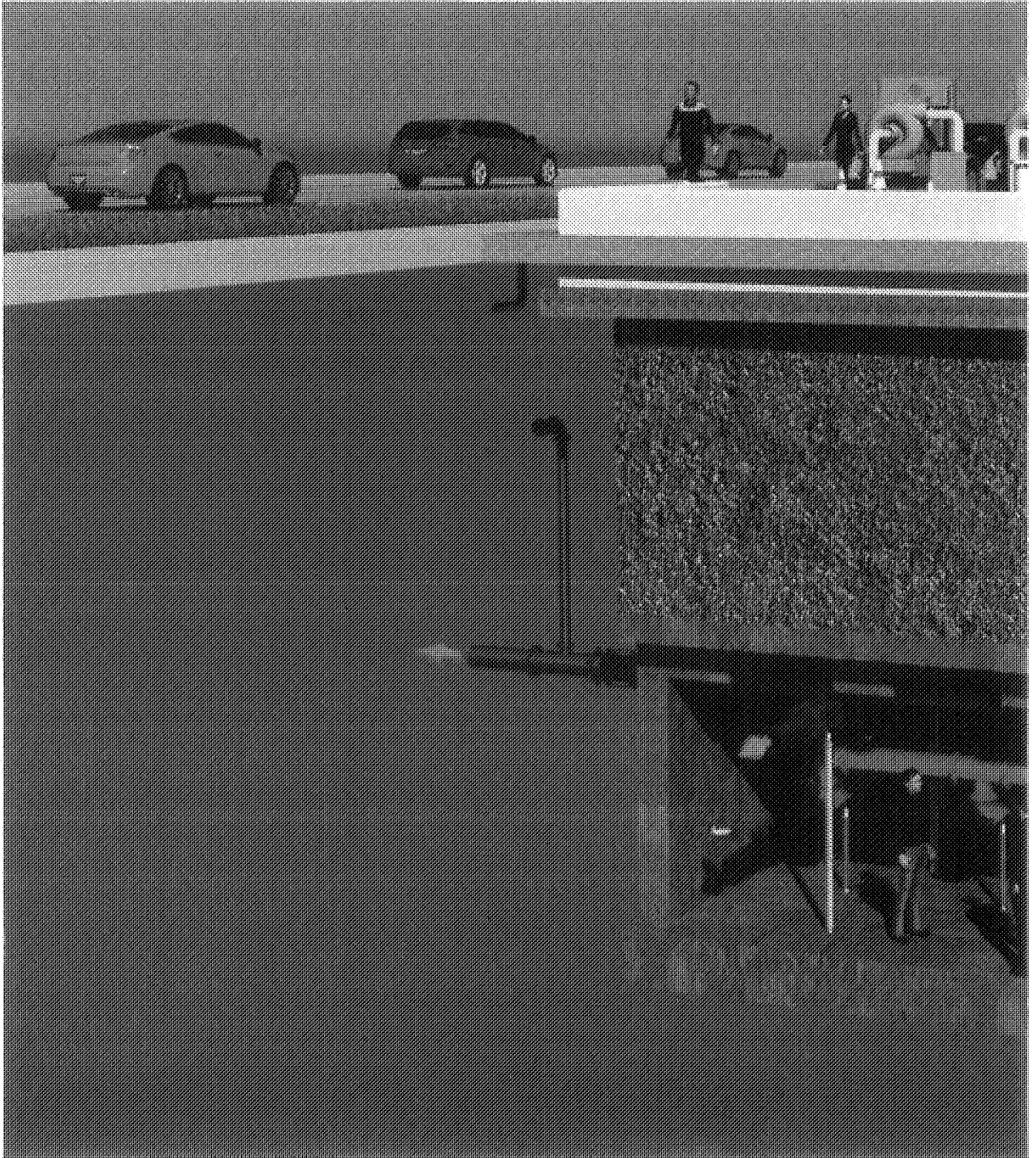
The GHD Team will conduct a condition assessment, develop a rehabilitation design, and prepare the associated construction documents to rehabilitate the existing 12-inch ductile iron force main in Newport Coast Drive. Prior to any formal rehabilitation design, the GHD Team will prepare a Force Main Rehabilitation Technical Memorandum that will provide recommendations for rehabilitating the force main. This document will be submitted as a Draft for IRWD review. A Final Force Main Rehabilitation Technical Memorandum will be submitted following the receipt of IRWD comments and are incorporated into the final document.

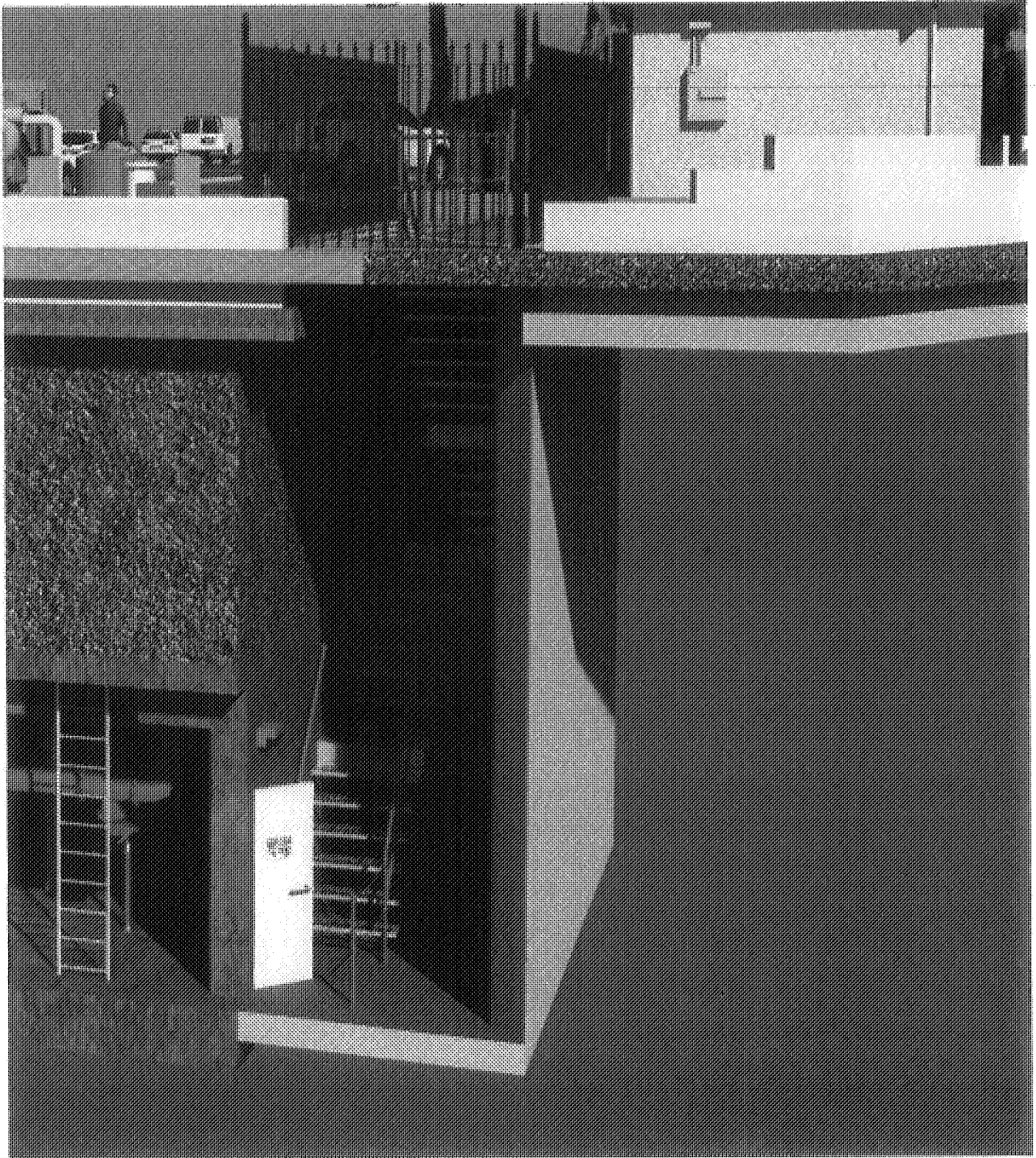
As added value, GHD's NASSCO certified staff is recommending a complete CCTV assessment of the entire force main. Provisions for this additional scope are included in Task 3.3 below.

Deliverable(s): The associated Final Design deliverables for the Ductile Iron Force Main Rehabilitation Construction Drawings and Project Manual shall match those identified in the Construction Drawings and Final Design Deliverables under Task 2.1 and Task 2.3, respectively. The GHD Team will submit ten (10) copies of the Draft and Final Force Main Rehabilitation Technical Memorandum. All submittal documents/materials will be provided electronically in their native and PDF formats on compact disc.

Task 3.3 CCTV of Ductile Iron Force Main

GHD will provide two days of CCTV Inspection of the 12" ductile iron force main. This will include on a best effort basis to inspect the force main beyond the CCTV videos provided in the RFP. GHD anticipates gaining access to the force main via the existing manhole at Station 96+00 and inspection manhole at Station 110+70. Our overall intent is to inspect the entire ~3,000 lineal foot length, but this will dependant on the physical limitation of the CCTV equipment, inside surface conditions of the force main, and IRWD's ability to dewater the force main. This work effort also includes the necessary traffic control plans and City of Newport Beach Temporary Street Closure Permit, but specifically excludes any cleaning during this phase of the project.





Irvine Ranch Water District
Fee Proposal – Newport Coast Lift Station Rehabilitation
April 1, 2015 (Revised April 24, 2015)




Task Description	Principal-In-Charge	Quality Manager	Project Manager	Civil / Site Work	Bypass Pumping	Electrical / P & C	HVAC	Structural	Architectural	CAD Designer	Project Assistant	Total Hours	Labor	Subconsultants	Other Direct Costs	Total
Task 1 – Preliminary Design Report																
Task 1.1 – Site Survey	-	-	2	2	-	-	-	-	-	-	2	6	\$ 900	\$ 11,040	\$ 36	\$ 11,976
Task 1.2 – Utility Review	-	-	-	4	-	-	-	-	-	24	8	36	\$ 4,120	\$ 14,950	\$ 266	\$ 19,336
Task 1.3 – Geotechnical Investigation	-	-	2	4	-	-	-	-	-	-	2	8	\$ 1,220	\$ 11,402	\$ 48	\$ 12,670
Task 1.4 – Conceptual Layout	-	-	4	8	-	-	-	-	-	40	2	54	\$ 7,090	\$ -	\$ 324	\$ 7,414
Task 1.5 – Electrical	-	-	1	-	-	8	-	-	-	-	2	11	\$ 1,805	\$ -	\$ 66	\$ 1,871
Task 1.6 – Instrumentation	-	-	1	-	-	8	-	-	-	-	2	11	\$ 1,805	\$ -	\$ 66	\$ 1,871
Task 1.7 – Right-of-Way	-	-	2	6	-	-	-	-	-	8	-	16	\$ 2,350	\$ -	\$ 96	\$ 2,446
Task 1.8 – Permits (permit fee included in Task 3.3)	-	-	4	8	-	-	-	-	-	24	2	38	\$ 5,170	\$ -	\$ 228	\$ 5,398
Task 1.9 – CEQA Documentation	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ 4,000	\$ 4,000
Task 1.10 – Project Schedule	-	-	4	-	-	-	-	-	-	-	1	5	\$ 935	\$ -	\$ 30	\$ 965
Task 1.11 – Estimates of Probable Construction Costs	-	1	2	4	4	2	2	2	2	-	1	20	\$ 3,650	\$ -	\$ 120	\$ 3,770
Task 1.12 – Meetings (3 meetings)	6	-	15	9	-	6	-	-	-	-	6	42	\$ 7,725	\$ -	\$ 252	\$ 7,977
Task 1.13 – Deliverables	-	6	12	39	16	16	36	12	9	76	4	226	\$ 35,320	\$ -	\$ 1,356	\$ 36,676
Task 1.14 – VFD Benefit Analysis	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -
Subtotal Task 1 – Preliminary Design Report	6	7	49	84	20	40	38	14	11	172	32	473	\$ 72,090	\$ 37,392	\$ 6,888	\$ 116,370
Task 2 – Final Design																
Task 2.1 – Construction Drawings	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -
Task 2.2 – Project Manual	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -
Task 2.3 – Final Design Deliverables	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -
Task 2.3.1 – First (50%) Submittal	-	5	12	42	8	38	8	50	57	133	2	355	\$ 51,585	\$ -	\$ 2,130	\$ 53,715
Task 2.3.2 – Second (90%) Submittal	-	6	10	8	4	28	6	42	22	109	2	237	\$ 34,110	\$ -	\$ 1,422	\$ 35,532
Task 2.3.3 – Final (100%) Submittal	-	8	8	18	2	6	3	33	22	96	2	198	\$ 27,810	\$ -	\$ 1,188	\$ 28,998
Task 2.3.4 – Final Mylar Submittal	-	4	6	6	2	2	1	25	14	36	2	98	\$ 14,160	\$ -	\$ 588	\$ 14,748
Task 2.4 – Project Meetings (4 meetings)	8	-	20	12	-	4	-	-	-	8	-	52	\$ 9,940	\$ -	\$ 312	\$ 10,252
Task 2.5 – Project Schedule	-	-	10	-	-	-	-	-	-	-	4	14	\$ 2,450	\$ -	\$ 84	\$ 2,534
Task 2.6 – Right-of-Way Legal Descriptions	-	-	1	-	-	-	-	-	-	-	1	2	\$ 290	\$ -	\$ 12	\$ 302
Task 2.7 – Permits (permit fee included in Task 3.2)	-	-	8	12	-	-	-	-	-	28	4	52	\$ 7,300	\$ -	\$ 312	\$ 7,612
Task 2.8 – Liquidated Damages Calculations	-	1	2	4	-	-	-	-	-	-	-	7	\$ 1,275	\$ -	\$ 42	\$ 1,317
Task 2.9 – Estimate of Probable Construction Costs	-	4	8	12	4	4	4	4	4	-	4	48	\$ 8,300	\$ -	\$ 288	\$ 8,588
Task 2.10 – Bid Period Assistance	-	-	8	12	-	-	-	-	-	-	2	22	\$ 3,790	\$ -	\$ 132	\$ 3,922
Subtotal Task 2 – Final Design	8	28	93	126	20	82	22	154	119	410	23	1,085	\$ 161,010	\$ -	\$ 6,510	\$ 167,520
Task 3 – Optional Final Design Items																
Task 3.1 – Stairway Construction Drawings and Project Manual Addition	-	4	8	12	-	6	-	28	8	24	2	92	\$ 13,810	\$ -	\$ 552	\$ 14,362
Task 3.2 – DI FM Rehabilitation Construction Drawings & Project Manual	-	4	8	12	-	-	-	-	-	8	4	36	\$ 5,720	\$ 73,101	\$ 216	\$ 79,037
Task 3.3 – CCTV of Ductile Iron Force Main	-	-	4	8	-	-	-	-	-	4	2	18	\$ 2,770	\$ 15,510	\$ 108	\$ 18,388
Subtotal Task 3 – Optional Final Design Items	-	8	20	32	-	6	-	28	8	36	8	146	\$ 22,300	\$ 88,611	\$ 876	\$ 111,787
Total (Not-to-Exceed)	14	43	162	242	40	128	60	196	138	618	63	1,704	\$ 255,400	\$ 126,003	\$ 14,274	\$ 395,677

May 26, 2015

Prepared by: J. McGehee/R. Mori

R. Bennett/K. Welch

Submitted by: K. Burton/P. Weghorst KLB

Approved by: Paul Cook 

ACTION CALENDAR

PETERS CANYON WASH CHANNEL WATER CAPTURE AND REUSE PIPELINE PROJECT AGREEMENT AMENDMENT, VARIANCE, CONSULTANT SELECTIONS, AND CONSTRUCTION AWARD

SUMMARY:

On November 13, 2013, the Board authorized the execution of the Peters Canyon Wash Channel Water Capture and Reuse Pipeline Project Agreement between the City of Irvine, the City of Tustin, Orange County Flood Control District (OCFCD), California Department of Transportation (Caltrans), the County of Orange (collectively, the "Funding Parties") and IRWD (collectively, the "Parties"). The Agreement provides for the funding, design, construction, operation and maintenance of the project. Amendment No. 2 is needed to update the estimated project cost, to adjust each Funding Party's respective capital cost contribution, and to augment and clarify certain provisions with respect to capital and operations and maintenance costs. Amendment No. 2 also updates the project schedule, describes the Parties' rights and obligations with respect to suspension of the project operation, and clarifies the rights and obligations with respect to grant funding. The design is complete, construction bids are opened, and staff is preparing for the construction phase. Staff recommends that the Board:

- Authorize the General Manager to execute Amendment No. 2 to the Peters Canyon Wash Channel Water Capture and Reuse Pipeline Project Agreement with the Cities of Irvine and Tustin, OCFCD, Caltrans, and the County of Orange;
- Authorize the General Manager to execute Variance No. 3, in the amount of \$27,750, with Tetra Tech, Inc. for additional engineering design services;
- Authorize the General Manager to execute a Professional Services Agreement, in the amount of \$222,250, with Tetra Tech, Inc. for engineering services during construction;
- Authorize the General Manager to execute a Professional Services Agreement, in the amount of \$115,160, with Hunsaker & Associates, Inc. for surveying services during construction;
- Authorize the General Manager to execute a Professional Services Agreement, in the amount of \$128,326, with NMG Geotechnical, Inc. for geotechnical services during construction; and
- Authorize the General Manager to execute a construction contract with E.J. Meyer Company in the amount of \$7,877,777 for the Peters Canyon Wash Channel Water Capture and Reuse Pipeline, Project 21163.

BACKGROUND:

The Peters Canyon Wash Channel Water Capture and Reuse Pipeline Project 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 an IRWD sewer at Main Street that discharges to the Orange County Sanitation District for

treatment and reuse. A location map is included as Exhibit "A". The Funding Parties are responsible for the capital costs to design and construct the project. While IRWD is not contributing to the capital cost of the project, staff is responsible for managing the design and construction phases and for operations and maintenance of the constructed project up to a maximum of \$60,000 per year. By participating in the project, 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.

Project Agreement Amendment No. 2:

Amendment No. 2 to the Project Agreement is required to update the estimated project cost based upon the construction bids and to adjust each Funding Party's capital cost contribution. The amendment, which is included as Exhibit "B", also revises the project schedule, clarifies the Parties' rights and obligations if the operation of the pipeline is suspended, and describes the rights and obligations of the Parties associated with accepting grant funding. Amendment No. 2 excludes the cost of developing a supplemental water supply to the San Joaquin Marsh as part of the capital costs; provided, however, that should IRWD determine that a supplemental water supply is necessary to satisfy the requirements of the project's CEQA documents, the Parties shall promptly act to process an amendment to pay for the supplemental water supply. In order to contribute toward the project's current operations and maintenance estimate, Amendment No. 2 requires IRWD to pay the project's proportional share of the operations and maintenance cost associated with operating the Main Street Pump Station and the San Joaquin Marsh recirculation system being constructed as part of the project's CEQA mitigation. IRWD's legal counsel prepared Amendment No. 2 in cooperation with the Funding Parties. The City of Irvine approved Amendment No. 2 on April 14, 2015, the City of Tustin approved Amendment No. 2 on April 21, 2015, Caltrans approved Amendment No. 2 on May 4, 2015, and the County of Orange approved Amendment No. 2 on May 19, 2015.

Staff recommends that the Board authorize the General Manager to execute Amendment No. 2 to the Peters Canyon Wash Channel Water Capture and Reuse Pipeline Project Agreement.

Variance No. 3:

Tetra Tech, Inc. submitted Variance No. 3 in the amount of \$27,750. The variance, which is attached as Exhibit "C", accounts for additional plan revisions associated with comments received from staff and the Funding Parties after submission of the final design deliverable and for additional budget associated with extended coordination and project administration. Staff reviewed the variance and finds it to be acceptable. Staff recommends that the Board authorize the General Manager to execute Variance No. 3, in the amount of \$27,750, with Tetra Tech, Inc. for additional engineering design services. Staff presented the design variance to the Funding Parties, and they concurred with staff's recommendation to proceed with the variance.

Consultant Selections:

Engineering Services during Construction: Staff requested Tetra Tech, Inc. to submit an updated proposal for engineering support during construction. The updated proposal, which is attached as

Exhibit "D", includes additional budget for submittals, RFIs, site visits, record drawings, and construction coordination that more accurately reflects the requirements associated with the final configuration of the project. Tetra Tech's original fee for engineering services during construction was \$85,300. The additional effort provided in the updated proposal more closely matches the anticipated level of construction support that will be required with a project of this complexity. Staff reviewed Tetra Tech's revised scope of work and fee and recommends that the Board authorize the General Manager to execute a Professional Services Agreement with Tetra Tech, Inc., in the amount of \$222,250, for engineering support services during construction.

Surveying Services: Staff received proposals from Borchard Surveying and Mapping, Inc., Bush & Associates, Inc., Guida Surveying, Inc., and Hunsaker & Associates, Inc. to provide construction phase surveying services. The scope of services includes the establishment of survey control and staking for approximately 17,000 feet of pipelines, multiple below grade structures, concrete and pavement limits, jack and bore pits, and storm drain diversions. Staff reviewed the proposals for conformance with the project requirements along with each firm's project understanding, qualifications, and experience. Based on these criteria, staff recommends that the Board authorize the General Manager to execute a Professional Services Agreement, in the amount of \$115,160, with Hunsaker for construction phase surveying services. The consultant selection matrix and Hunsaker's proposal are provided as Exhibit "E".

Geotechnical and Materials Testing Services: Staff received proposals from LGC Geotechnical, Inc., Ninyo & Moore, and NMG Geotechnical, Inc. to provide construction phase soils and materials testing. The scope of services includes soil and compaction testing of proposed structural subgrade foundations, pipe bedding, and miscellaneous excavations and materials testing services including concrete cylinders, hot mix asphaltic concrete mixes, and other materials of construction. Staff reviewed the proposals with an emphasis on identifying the firm that best demonstrated a clear understanding of the project requirements and an appropriate blend of field and office engineering staff to provide the anticipated level of services. Based on these criteria, staff recommends that the Board authorize the General Manager to execute a Professional Services Agreement, in the amount of \$128,326, with NMG for construction phase geotechnical services. The consultant selection matrix and NMG's proposal are provided as Exhibit "F".

Staff presented each of the consultant selection recommendations to the Funding Parties, and they concurred with staff's recommendations.

Construction Award:

The design was completed, and the project was advertised for construction February 9, 2015 to a select list of twelve contractors including ARB, Inc., CCL Contracting, Inc., E.J. Meyer Company, Flatiron Construction Corp., Leatherwood Construction, Inc., Mladen Buntich Construction Company, Paulus Engineering, Inc., Steve Bubalo Construction Company, Sukut Construction, Inc., Sully-Miller Contracting Company, Vido Artukovich & Sons, Inc., and W.A. Rasic Construction. The bid opening was held March 12, 2015 with bids received from CCL Contracting, Inc., E.J. Meyer Company, Paulus Engineering, Inc., Sully-Miller Contracting,

Vido Artukovich & Sons, Inc., and W.A. Rasic Construction. E.J. Meyer Company is the apparent low bidder with a bid amount of \$7,877,777.

Staff reviewed E.J. Meyer Company's bid and has determined that it is responsive. The engineer's estimate, prepared by Tetra Tech, was \$8,000,000. The next lowest bidder submitted a bid amount of \$7,955,000, a difference of only \$77,223. The remaining four bids ranged from \$8,087,867 to \$10,629,365. Staff recommends awarding the construction contract to E.J. Meyer Company in the amount of \$7,877,777. The bid summary is attached as Exhibit "G".

FISCAL IMPACTS:

Project 21163 (4985) is included in the FY 2015-16 Capital Budget. The existing budget is sufficient to fund the recommendations presented herein.

ENVIRONMENTAL COMPLIANCE:

This project is subject to the California Environmental Quality Act (CEQA) and in conformance with California Code of Regulations Title 14, Chapter 3, Article 6, a Notice of Intent to adopt a Mitigated Negative Declaration was filed with the County of Orange on January 15, 2015. Pursuant to State Guideline § 15073, the IS/MND was made available for public review for a period of 30 days from January 15, 2015 through February 13, 2015. The IS/MND was adopted by IRWD Board of Directors at its April 27, 2015 meeting. A Notice of Determination was filed with the Orange County Clerk/Recorder and the CA State Clearinghouse on April 28, 2015.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on April 21, 2015.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE PETERS CANYON WASH CHANNEL WATER CAPTURE AND REUSE PIPELINE PROJECT AGREEMENT WITH THE CITY OF IRVINE, THE CITY OF TUSTIN, ORANGE COUNTY FLOOD CONTROL DISTRICT, CALIFORNIA DEPARTMENT OF TRANSPORTATION, AND THE COUNTY OF ORANGE; AUTHORIZE THE GENERAL MANAGER TO EXECUTE VARIANCE NO. 3, IN THE AMOUNT OF \$27,750, WITH TETRA TECH, INC. FOR ADDITIONAL ENGINEERING DESIGN SERVICES; AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT, IN THE AMOUNT OF \$222,250, WITH TETRA TECH, INC. FOR ENGINEERING SERVICES DURING CONSTRUCTION; AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT, IN THE AMOUNT OF \$115,160, WITH HUNSAKER & ASSOCIATES, INC. FOR SURVEYING SERVICES DURING CONSTRUCTION; AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT, IN THE AMOUNT OF \$128,326, WITH NMG GEOTECHNICAL, INC. FOR GEOTECHNICAL SERVICES DURING

CONSTRUCTION; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH E.J. MEYER COMPANY IN THE AMOUNT OF \$7,877,777 FOR THE PETERS CANYON WASH CHANNEL WATER CAPTURE AND REUSE PIPELINE, PROJECT 21163 (4985).

LIST OF EXHIBITS:

Exhibit "A" – Location Map

Exhibit "B" – Amendment No. 2 to the Peters Canyon Wash Channel Water Capture and Reuse Pipeline Project Agreement

Exhibit "C" – Tetra Tech Variance No. 3

Exhibit "D" – Tetra Tech Proposal for Engineering Support Services During Construction

Exhibit "E" – Consultant Selection Matrix and Hunsaker Proposal for Surveying Services During Construction

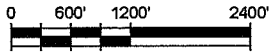
Exhibit "F" – Consultant Selection Matrix and NMG Proposal for Geotechnical Services During Construction


Exhibit "G" – Bid Summary

Exhibit "A"



5/29/2014 9:55:35 AM - P:\058881135-08988-14002\CAD\CONCEPTUAL-C-703-SITELAYOUT.DWG - SEBHATU ELIAS



 TETRA TECH www.tetrattech.com 17885 Von Karman Ave, Suite 500 Irvine, CA 92614 Tel: (949) 809-5000 Fax: (949) 809-5010	IRVINE RANCH WATER DISTRICT PETERS CANYON CHANNEL WATER CAPTURE AND REUSE PIPELINE	Project No.: 135-09368-14002 Date: JUNE 2014
	OVERALL ALIGNMENT	Designed By: CH
	FIGURE 1	

Bar Measures 1 inch

Copyright: Tetra Tech

EXHIBIT "B"

**03/26/15
AMENDMENT NO. 2 to**

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

(Including Operations and Maintenance)

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

This **Amendment No. 2** (“**Amendment**”) to Peters Canyon Wash Channel Water Capture and Reuse Pipeline Project Agreement (“**Original Agreement**”) is made as of this ____ day of _____, 2015, (“**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 Amendment, but are collectively referred to in this Amendment 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 entered into the Original Agreement as of December 12, 2013, to: (i) set forth their respective rights and obligations with respect to financing of the Peters Canyon Wash Channel Water Capture and Reuse Pipeline Project (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 the 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.

B. The Parties entered into that certain Amendment No. 1 to the Original Agreement dated as of February 9, 2015, to (i) update the Project Schedule (Exhibit D to the Agreement), (ii) to facilitate expediting of the solicitation of bids for construction of the Project so that a reliable cost estimate for construction of the Project could be obtained by bidding, and (iii) to increase the funding for Phase 1 of the Project (design, environmental/regulatory review and approvals and access acquisition) without changing the Estimated Project Cost through the payment of a Supplemental Installment by each Funding Party. The Original Agreement and the Amendment No. 1 are collectively referred to herein as the “**Agreement**.” All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

C. Pursuant to the terms of the Agreement, the Funding Parties have each made the First Installment Payment and the Supplemental Installment Payment for the funding of Phase 1 of the Project.

D. At the time of entering into the Original Agreement, the Parties estimated that the total “**Capital Costs**” for the Project (the “**Estimated Project Cost**”) would not exceed \$8,678,611. As contemplated in Section 4.6 of the Agreement, IRWD advertised a contract for

construction of the Project and has received bids, which have been opened and reviewed by each of the Parties. The lowest responsive and responsible bid, together with the cost of certification and approval of all necessary environmental documents and receipt of all regulatory agency approvals, will cause the current Estimated Project Cost (which includes the 20% contingency amount) set forth in the Original Agreement to be exceeded. The Parties now estimate that the Estimated Project Cost will not exceed \$12,814,000. In accordance with Section 4.6.1 of the Agreement, the Parties have met and conferred and determined that IRWD should award a contract for construction of the Project to the lowest responsive and responsible bidder; accordingly, the Parties have determined that it is necessary to amend the Agreement to update the Estimated Project Cost, to increase the amounts of each Funding Party's respective Capital Cost Contribution and Estimated Second Installment Payment for the funding of Phase 2 (construction) of the Project and to augment and clarify certain provisions with respect to application of funds to O&M Costs and Capital Costs.

E. Through this Amendment, the Parties also wish to update the Project Schedule (Exhibit "D") to reflect the currently anticipated Project schedule, to further clarify the Parties' rights and obligations with respect to suspension of operation of the Pipeline, and to augment and clarify their rights and obligations set forth in the Agreement with respect to grant funding for the Project, including the Proposition 84 Integrated Regional Water Management Round 2 Implementation Grant Program administered by the Santa Ana Watershed Project Authority (SAWPA) One Water One Watershed (OWOW).

AMENDMENT

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:

Section 1. Project Costs.

1.1. Increase of Estimated Project Cost. Notwithstanding the first sentence of Recital E of the Original Agreement, the Parties now estimate that the total cost of "Capital Costs" for the Project (referred to in the Agreement as the "Estimated Project Cost") will not exceed \$12,814,000. Accordingly, Exhibit "B" to the Agreement shall be updated as provided in Section 6, below, to reflect the revised Estimated Project Cost and the amounts of the Funding Parties' respective revised Project Capital Cost Contributions and Estimated Second Installment Payment.

1.2. In order to clarify the definition of "Capital Costs" as such term was defined in Recital E of the Original Agreement, the second sentence of Recital E is hereby amended to read as follows:

"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 *identified in the approved CEQA documents for the Project excluding the supplemental water supply to the San Joaquin Marsh (subject to Sections 5.3 and 5.4)*, 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.”

1.3. In order to clarify the definition of “O&M Costs” as such term was defined in Recital F of the Original Agreement, Recital F of the Original Agreement is hereby amended in its entirety to read as follows:

“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 *ongoing* environmental mitigation, maintenance and monitoring costs *identified in the approved CEQA documents for the Project, facility failures or replacements* and costs related to 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”). *O&M Costs does not include the Project’s share of the cost of operating the Main Street pump station and the San Joaquin Marsh recirculation pumps (“IRWD’s Supplemental Contribution”).*”

1.4 Section 1.5 of the Agreement is hereby amended in its entirety to read as follows:

“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”).” *In addition to IRWD’s O&M Contribution, IRWD shall pay IRWD’s Supplemental Contribution.*

1.5 The cost of the supplemental water supply to the San Joaquin Marsh is excluded from the definition of “Capital Costs” as amended in Section 1.2 hereof; provided, however, that should a determination be made by IRWD that such supplemental water supply is necessary to satisfy the requirements of the approved CEQA documents for the Project, IRWD shall notify the other Parties of such determination, and the Parties shall promptly act to process an amendment to the Agreement to increase the Funding Parties’ respective Project Capital Cost Contribution consistent with each Funding Party’s obligation to act in good faith and to not unreasonably refuse to amend the Agreement pursuant to Section 5.3, as reasonably required to fund a Capital Cost increase necessary to pay for such supplemental water supply.

Section 2. Amendments Pertaining to Responsibility For Operation and Maintenance of the Project and Suspension of Project Operation. Section 1.6 of the Agreement is hereby amended in its entirety to read as follows:

“1.6. Suspensions.

1.6.1 IRWD may *temporarily* suspend operation of the Project due to *an* emergency or scheduled or unscheduled maintenance. *In the event of a suspension, IRWD shall use reasonable efforts to restore operation and maintenance of the Project as soon as is reasonably possible. If IRWD suspends operation of the Project due to emergency or scheduled or unscheduled maintenance, and does not use reasonable efforts to restore normal operations and maintenance as soon as is reasonably possible, then IRWD shall be financially responsible for any loss of grant funding to the Project that may result from such suspension; provided, however, IRWD shall not be responsible if notwithstanding its reasonable efforts, the resumption of normal operations and maintenance is prevented by a Force Majeure Event, as that term is defined in Section 1.4.3.*

1.6.2 IRWD shall notify the Funding Parties promptly of the occurrence of unforeseen ~~increases in O&M Costs~~ ~~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, *including the amount of increased O&M Costs that would be the share of any Funding Parties that do not provide a commitment as specified in the following sentence.* If IRWD has not received a commitment pursuant to Section 6 from *any Funding Party* to fund *its proportionate share of* the additional O&M Costs within 90 days of such notice, IRWD may suspend *such non-committing Funding Party’s right to use the Pipeline and Nitrogen and Selenium Offsets and/or Nitrogen and Selenium Credits generated by the Project until such commitment is received and any payment that has become due 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. Upon such payment, IRWD shall apportion and apply such amount and accrued interest to reimburse itself for any funds IRWD has advanced in excess of the*

IRWD O&M Contribution, and then to the Funding Parties who previously paid the delinquent share operation of the Project upon not fewer than 14 days prior written notice of suspension to the Funding Parties. During a suspension, each Funding Party whose rights have been suspended 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. A Funding Party that pays all or part of another Funding Party's proportionate share of increased O&M Costs pursuant to this Subsection 1.6 in order to avoid suspension of its rights to use the Pipeline and Nitrogen and Selenium Offsets and/or Nitrogen and Selenium Credits generated by the Project may seek reimbursement from the non-funding Funding Party in accordance with the Dispute Resolution process set forth in Section 17 of this Agreement. ~~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."~~

Section 3. Amendment Pertaining to Refunding of Excess Funds. Section 5.4 of the Agreement is hereby amended in its entirety to read as follows,

"5.4 A final reconciliation and detailed accounting report will be provided by IRWD upon completion of the Project work. Subject to Sections 4.7.7 and 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. Any excess funds remaining in the Project Fund after completion of the Pipeline shall be retained by IRWD in the Project Fund, to be applied to pay the cost of the supplemental water supply to the San Joaquin Marsh if such supply is determined to be necessary to satisfy the requirements of the approved CEQA documents for the Project. If excess funds remain in the Project Fund after a period of three (3) years has elapsed from the date of commencement of operation of the Project, and a supplemental water supply to the San Joaquin Marsh has either been completed or has not been determined to be necessary to satisfy the requirements of the approved CEQA documents for the Project, then the Parties shall meet and confer to determine whether IRWD shall release the excess funds or continue to retain them in the Project Fund; if the Parties' determination is that the excess funds should continue to be retained, the Parties shall continue to periodically meet and confer to consider release or retention of the excess funds until no excess funds remain or a determination to retain the funds is not made. Unless upon any such meeting and conferring the Parties agree that the excess funds shall continue to be retained, then the excess funds, 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 the date that the Parties so met and conferred ~~Project completion.~~ Notwithstanding the foregoing, unexpended Grant funds shall only be disbursed according to the Grant requirements. Subject to Sections 4.7.7 and 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."

Section 4. Amendment Pertaining to Insufficiency or Return of Grant Funds. A new Section 5.6 is hereby added to the Agreement to read as follows:

“5.6. Insufficiency or Return of Grant Funds.

5.6.1 In the event of a reduction in Grant funding due to the denial or reduction in the amount of either of the Grants following the award of a contract for construction of the Project, (a) Irvine and/or IRWD shall immediately notify the other Parties of such reduction in Grant funding, and (b) the Parties shall promptly act to process an amendment to this Agreement to increase the Funding Parties’ respective Project Capital Cost Contribution consistent with each Funding Party's obligation to act in good faith and to not unreasonably refuse to amend the Agreement pursuant to Section 5.3.

5.6.2 If, following expenditure of previously received Grant funds, such Grant funds are disallowed, in whole or in part, by the grantor for any reason, and Irvine and/or IRWD becomes obligated to repay such Grant funds and/or interest accrued thereon to the grantor, the Parties shall promptly meet and confer in good faith to attempt to reach a mutual agreement regarding allocation of such repayment amount among the Parties. In the event a mutual agreement regarding allocation of such repayment among the Parties is not reached prior to the date such Grant funds and/or interest must be repaid to the grantee, and Irvine and/or IRWD makes such repayment, each Funding Party shall reimburse Irvine and/or IRWD for such repayment in proportion to its Flow-based percentage set forth in Exhibit B, subject to the right to seek reimbursement from another Party or Parties in accordance with the terms of this Agreement, including, without limitation, Sections 8 and 17 pertaining to indemnification and dispute resolution, respectively.”

Section 5. Revision to IRWD Indemnification Obligation. Section 8.2 of the Original Agreement is hereby amended to add the following sentence at the end of the paragraph:

“IRWD further agrees to indemnify, defend and hold harmless each of the Funding Parties for any liability arising out of Irvine’s implementation and administration of the Grant Funding Contracts described in Recital E, where the liability, or potential liability, results from IRWD’s or its agents’ negligence or misconduct, or IRWD’s failure to operate, maintain, design, or construct the Project in accordance with the requirements of the Grant Funding Contracts, unless such failure is due to a Force Majeure Event, as that term is defined in Section 1.4.3.”

Section 6. Revised Exhibits. The table set forth in Exhibit 1 (Exhibit B-2) attached hereto and incorporated herein by reference will replace the table attached as Exhibit B to the Agreement. Any reference to Exhibit B in the Agreement is deemed to be a reference to the revised Exhibit B-2. The revised "Project Schedule" set forth in Exhibit 2 (Exhibit D-2) attached hereto and incorporated herein by reference will replace the table attached as Exhibit D to the Agreement. Any reference to Exhibit D in the Agreement is deemed to be a reference to the revised Exhibit D-2.

Section 7. Intent of Amendment. Except as otherwise expressly provided herein, this Amendment is not intended to affect any Party’s rights or obligations under the Agreement, including, but not limited to, the Parties' respective termination rights under Section 18 of the Agreement. To the extent not otherwise expressly modified by this Amendment, the terms and

conditions of the Agreement shall remain in full force and effect.

Section 8. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

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: _____

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Todd O. Litfin, City Attorney

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: _____

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

By: _____

Name: _____

Title: _____

CERTIFIED AS TO FUNDS FOR THE
CALIFORNIA DEPARTMENT OF
TRANSPORTATION:

By: _____

Neda Saber Ansari
District Budget Manager

Exhibit 1 to Amendment No. 2

EXHIBIT B-2

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	Supplemental Installment	Estimated Second Installment Payment
Caltrans		\$ <u>3,421,335</u> <u>2,223,726</u>	\$ -	29% ⁴	\$ <u>3,421,335</u> <u>2,223,726</u>	\$ -	\$ -	\$ <u>3,421,335</u> <u>2,223,726</u>
County/OCFCD		\$ <u>2,283,670</u> <u>973,222</u>	\$ -	32%	\$ <u>2,283,670</u> <u>973,222</u>	\$ 446,068	\$ 232,812	\$ <u>1,604,790</u> <u>294,342</u>
City of Irvine		\$ <u>1,906,597</u> <u>812,526</u>	\$ -	26%	\$ <u>1,906,597</u> <u>812,526</u>	\$ 372,414	\$ 194,184	\$ <u>1,339,999</u> <u>245,928</u>
City of Tustin		\$ <u>929,293</u> <u>396,033</u>	\$ -	13%	\$ <u>929,293</u> <u>396,033</u>	\$ 181,518	\$ 95,004	\$ <u>652,771</u> <u>119,511</u>
Irvine Ranch Water District		\$ -	\$ 1,008,627	0	\$ 1,008,627	n/a	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	\$<u>12,814,000</u> <u>8,678,611</u>	\$ <u>12,814,000</u> <u>8,678,611</u>	\$ 1,008,627	100	\$ <u>13,822,627</u> <u>9,687,238</u>	\$ 1,000,000	\$ 522,000	\$ <u>11,292,000</u> <u>7,156,611</u>

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. *IRWD's O&M Contribution does not include IRWD's Supplemental Contribution, defined in Section 1.5.*

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 2 to Amendment No. 2

EXHIBIT D-2

Anticipated Schedule for Project Work

Task	Date
Award of Project Design Contract	January 2014
Phase 1 - Completion of design	January 2015
Phase 1 – Advertise Project	February 2015
Phase 1 – Approval of CEQA and Award Construction Contract	June 2015
<i><u>Phase 1 – Complete Design of Environmental Compliance Mitigation identified in the approved CEQA documents for the Project excluding the supplemental water supply to the San Joaquin Marsh</u></i>	<i><u>July 2015</u></i>
Phase 2 - Construction of Project	July 2015-November 2016
Operations and Maintenance	December 2016-June 2036



TETRA TECH

March 17, 2015

Mr. Richard K. Mori, P.E.
Principal Engineer – Capital Projects
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92619-7000

**Reference: Peters Canyon Channel Water Capture and Reuse Pipeline Project
Project Number 21163 (4985), Purchase Order 517493
Proposal for Additional Engineering Design Services – Variance No. 3**

Dear Mr. Mori:

Tetra Tech has been working with the District on the Peters Canyon Channel Water Capture and Reuse Pipeline Project since December 2013 in accordance with the Agreement for Professional Services dated December 19, 2013 and the approved Variance No. 1 and Variance No. 2. Our original approved design budget for the project was \$544,700. Variance No. 1 was approved for an additional \$80,000 and Variance No. 2 was approved for a zero increase in budget. Therefore, our total approved design budget is \$624,700.

Tetra Tech submitted the final signed plans and specifications to the District on January 20th, 2015. The following correspondence is requesting the District to increase our design budget to compensate Tetra Tech for the additional work that was required after the submittal of the final signed plans and specifications as well as for the additional project administration and coordination due to the extended design schedule.

ADDITIONAL ENGINEERING DESIGN SERVICES

Item No. 1: Additional Work after Submittal of Final Signed Plans and Specifications

In order to meet the project schedule, Tetra Tech completed and submitted the final signed plans and specifications on January 20th, 2015. Subsequent to this final submittal, Tetra Tech received additional review comments (from the 100% submittal dated January 5th, 2015) from the City of Irvine, the City of Tustin, County of Orange, and the District. Tetra Tech was required to modify the bid plans and specifications to incorporate these comments. The following is a brief summary of these comments:

- OCFCD: changes to structural sheet S-504 and modify note on fencing and gates (OCPW Standard Plan in lieu of SPPWC);
- City of Irvine: additional traffic control comments; and replace work hours with work hours/lane closure hours on all City of Irvine sheets;
- City of Tustin: add pedestrian detour notes/details on Edinger (TC-111 and TC-112); show CMS locations on all traffic control plans in the City of Tustin (seven sheets); extend taper on Edinger (additional base map); and minor changes on TC-113, 117 and 121.
- IRWD: modifications to the sampling can; modifications to the pump specification; and review the specification modifications due to the changing of the City of Tustin channel widening schedule restrictions.

Tetra Tech requests a budget increase of \$13,530 for this additional work.

Tetra Tech, Inc.

17085 Von Karman Avenue, Suite 500, Irvine, CA 92614-6213

Tel 949.809.5000 Fax 949.809.5010 www.tetrattech.com

Mr. Richard K. Mori, P.E.
March 17, 2015
Page 2

Item No. 2: Additional Project Administration and Coordination due to Extended Design Schedule

In our original September 13, 2013 proposal, Tetra Tech based the level of effort for project administration and coordination with the District, the Project Partners, and the permitting agencies on a design schedule of six months (Notice to Proceed at the end of October 2014 and the Final Submittal at the end of April, 2014). Tetra Tech received the Notice to Proceed in January 2014 and the final signed submittal was one year later, January 20th, 2015. Therefore, the design schedule was doubled (six months longer) than we anticipated in our original proposal. Our original proposal assumed six months of project administration at a fee of \$6,540. In addition, we are requesting eight (8) hours of Project Engineer per month for the additional coordination efforts with the District, Project Partners and Permitting Agencies during the additional six (6) month design schedule.

In summary, Tetra Tech requests a budget increase of \$14,200 for this additional work due to the extended design schedule.

SUMMARY

Tetra Tech is requesting the District to increase our approved budget to compensate us for the additional engineering design services described above and summarized below:

<i>Item No.</i>	<i>Description of Work</i>	<i>Requested Budget Increase</i>
1	Additional work after Final Signed Submittal	\$ 13,530
2	Additional Project Administration and Coordination due to extended schedule (additional 6 months)	\$ 14,220
Total Requested Budget Increase		\$ 27,750

We have included herewith our person-hour estimate for the Additional Engineering Design Services.

Acceptance by the District of Requested Variance No. 3 will increase our approved design budget from \$624,700 to \$652,450.

Attached herewith are the Professional Services Variance and Register.

If you have any questions or concerns, please do not hesitate to give me a call.

Sincerely,



Tom Epperson, P.E.
Project Manager
TLE/tc

PA09368-14002\PrjMgmt\Correspondence\Drafts\Proposal for Variance 3 Attachments

IRWD
 Peters Canyon Channel Water Capture and Reuse Pipeline
 Variance No. 3 Request for Additional Work

Task Description							Fees		TOTALS	
	Senior Project Manager	Project Engineer	Design Engineer	CADD	WP	Total Hours	Labor	Sub-Contractors Re-imbursables		
Additional Engineering Design Services										
1	Additional Work After Final Submittal									
	OCFCD changes	0	4	2	6	0	12	\$1,680	\$0	\$1,680
	Irvine changes	0	4	4	12	0	20	\$2,720	\$0	\$2,720
	Tustin changes	0	4	8	24	0	36	\$4,800	\$10	\$4,810
	Sampling Can Modifications	1	4	4	8	0	17	\$2,490	\$0	\$2,490
	Modifications to Pump Specification	1	4	0	0	0	5	\$930	\$0	\$930
	Modifications due to Tustin Widening	2	2	0	0	0	4	\$900	\$0	\$900
2	Additional Proj. Administration and Coord.									
	Project Administration (6 months)	6	30	0	0	0	36	\$6,540	\$0	\$6,540
	Additional Coordination (6 months)	0	48	0	0	0	48	\$7,680	\$0	\$7,680
	Total	10	100	18	50	0	178	\$27,740	\$10	\$27,750
	TOTAL	10	100	18	50	0	178	\$27,740	\$10	\$27,750

IRVINE RANCH WATER DISTRICT PROFESSIONAL SERVICES VARIANCE

Project Title: Peters Canyon Channel Water Capture and Reuse Pipeline Project

Project No.: 21163 (4985) Date: March 17, 2015

Purchase Order No.: 517493 Variance No.: 3

Originator: IRWD ENGINEER/CONSULTANT Other (Explain) _____

Description of Variance (attach any back-up material):

Tetra Tech is requesting a budget increase to compensate for the additional work after the final signed plans and specifications submittal as well as for the additional project administration and coordination due to the extended design schedule (additional six months), as described in Tetra Tech's request letter dated March 17, 2015.

Engineering & Management Cost Impact:

Classification	Manhours	Billing Rate	Labor \$	Direct Costs	Subcon. \$	Total \$
Senior Project Manager	10	\$290	\$2,900	\$0	\$0	\$ 2,900
Project Engineer	100	\$160	\$16,000	\$0	\$0	\$ 16,000
Design Engineer	18	\$130	\$2,340	\$0	\$0	\$ 2,340
CADD	50	\$130	\$6,500	\$0	\$0	\$ 6,500
Word Processor	0	\$100	\$0	\$10	\$0	\$ 10
Total \$ =						\$ 27,750

Schedule Impact:

Task No.	Task Description	Original Schedule	Schedule Variance	New Schedule
2	Additional PM & Coord	6 months	Additional 6 months	12 months

Required Approval Determination:

Total Original Contract	\$ <u>630,000</u>	<input type="checkbox"/> Director: Cumulative total of Variances less than or equal to \$50,000.
Previous Variances	\$ <u>80,000</u>	<input type="checkbox"/> Executive Director: Cumulative total of Variances less than or equal to \$75,000.
This Variance	\$ <u>27,750</u>	
Total Sum of Variances	\$ <u>107,750</u>	<input type="checkbox"/> General Manager: Cumulative total of Variances less than or equal to \$100,000.
New Contract Amount	\$ <u>737,750</u>	
Percentage of Total Variances to Original Contract	<u>17.1</u> %	<input checked="" type="checkbox"/> Board: Cumulative total of Variances greater than \$100,000.

ENGINEER/CONSULTANT: Tetra Tech
Company Name

IRVINE RANCH WATER DISTRICT

[Signature]
Project Engineer/Manager Date 3/17/15

Department Director Date _____

[Signature]
Engineer's/Consultant's Management Date 3/17/15

General Manager/Board Date _____

IRVINE RANCH WATER DISTRICT

PROFESSIONAL SERVICES VARIANCE REGISTER

Project Title: Peters Canyon Channel Water Capture and Reuse Pipeline Project

Project No.: 21163 (4985) Project Manager: Joe McGehee

Variance No.	Description	Dates		Variance Amount
		Initiated	Approved	
1	Traffic control, electrical service, and etc.	10/16/14	10/22/14	\$80,000
2	Release allowance items to compensate for additional work.	2/19/15	2/23/15	\$0
3	Additional work after final submittal and due to extended design schedule.	3/17/15		\$27,750



TETRA TECH

March 17, 2015

Mr. Richard K. Mori, P.E.
Principal Engineer – Capital Projects
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92619-7000

**Reference: Peters Canyon Channel Water Capture and Reuse Pipeline Project
Project Number 21163 (4985), Purchase Order 517493
Proposal for Construction Support Services**

Dear Mr. Mori:

Tetra Tech has been working with the District on the Peters Canyon Channel Water Capture and Reuse Pipeline Project since December 2013. Tetra Tech submitted the final signed plans and specifications to the District on January 20th, 2015. The District has requested Tetra Tech to update the previous proposal for providing construction support services for the project to reflect the requirements associated with the final configuration of the project. The following correspondence summarizes Tetra Tech's revised proposal to provide construction support services during the construction of the project.

CONSTRUCTION SUPPORT SERVICES

The construction support services depend greatly on the Contractor's construction schedule, the adequacy of his submittals, and the amount of issues/conflicts that arise during the construction of the project. Tetra Tech does not control the amount of submittals, RFIs or the issues that arise during the construction process. In addition, Tetra Tech does not control the adequacy of the submittals prepared by the Contractor or the level of additional information required by the Contractor.

In summary, Tetra Tech will perform these construction support services on a time and material basis while not exceeding the approved budget.

The following is a summary of the anticipated level of service for each task:

Task No. 1: Project Meetings

Tetra Tech will attend/conduct up to thirty (30) construction progress meetings of two hours each during the construction period. Our original proposal, dated September 13, 2013, included attendance at thirty meetings and our fee was \$10,640, which remains unchanged.

Task No. 2: Contractors Request for Information (RFIs)

Tetra Tech will respond to up to forty-five (45) Requests for Information (RFIs). We have assumed that eight (8) of the RFIs will require corresponding sketches. Our original proposal, dated September 13, 2013, included responding up to thirty (30) RFIs and our fee was \$17,860. With the additional RFIs now anticipated, Tetra Tech requests a budget increase of \$8,930, which results in a total budget of \$26,790 for this item.

Mr. Richard K. Mori, P.E.
March 17, 2015
Page 2

Task No. 3: Minor Plan Revisions

Tetra Tech has included the budget for up to one hundred and twenty (120) hours of staff time for minor revisions to the construction drawings. Our original proposal, dated September 13, 2013, included a budget for up to eighty (80) staff hours and our fee was \$10,460. With the additional minor plan revisions now anticipated, Tetra Tech requests a budget increase of \$5,200, which results in a total budget of \$15,660 for this item.

Task No. 4: Site Visits

Tetra Tech will conduct up to twenty (20) site visits of two hours each during the construction period. Our original proposal, dated September 13, 2013, included up to fifteen (15) site visits and our fee was \$5,580. With the additional site visits now anticipated, Tetra Tech requests a budget increase of \$1,860, which results in a total budget of \$7,440 for this item.

Task No. 5: Shop Drawing Submittals

Tetra Tech will review up to one hundred and fifty (150) shop drawing submittals and/or resubmittals. Tetra Tech has included adequate fee budget to perform a second review of each shop drawing submittal. Our original proposal, dated September 13, 2013, included the review of up to seventy (70) shop drawing submittals and our fee was \$28,180. With the additional shop drawing submittals now anticipated, Tetra Tech requests a budget increase of \$32,540, which results in a total budget of \$60,720 for this item.

Task No. 6: Record Drawings

Tetra Tech will prepare record drawings on 22-inch by 34-inch mylars at construction completion using the Contractor's and IRWD Inspector's redlines. Tetra Tech will submit final record drawing mylars, reissued signed title sheet mylar, AutoCAD files for the entire plan set, and a single color PDF electronic file of the entire plan set. Our original proposal, dated September 13, 2013, included the preparation of record drawings (total of 49 drawings) and our fee was \$8,180 for labor and additional \$4,400 for reproduction and mylars. The final plans include 121 drawings. With the additional drawings, Tetra Tech requests a budget increase of \$13,420, which results in a total budget of \$26,000 for this item.

Task No. 7: Additional Construction Coordination

Tetra Tech will provide additional construction coordination (labor/time spent in addition to responses to RFIs and reviews of submittals) and general engineering support to IRWD. This task will include: answering general IRWD/Contractor/Partner inquiries; coordination with IRWD, Contractor, Project Partners; coordination with and responding to inquiries from SCE, OCSD, IUSD, etc; and general engineering support as requested by the District.

SUMMARY

Tetra Tech will perform the above construction support services on a time and material basis while not exceeding the approved budget.

The following is a summary of the recommended not-to-exceed budget for the construction support services.

Mr. Richard K. Mori, P.E.
March 17, 2015
Page 3

<i>Task No.</i>	<i>Task Description</i>	<i>Original Proposal Budget</i>	<i>Requested Budget Increase</i>	<i>Total Recommended Budget</i>
1	Project Meetings (30/30)	\$ 10,640	\$ 0	\$ 10,640
2	Contractor's RFIs (30/45)	\$ 17,860	\$ 8,930	\$ 26,790
3	Minor Plan Revisions (80/120)	\$ 10,460	\$ 5,200	\$ 15,660
4	Site Visits (15/20)	\$ 5,580	\$ 1,860	\$ 7,440
5	Shop Drawings (70/150)	\$ 28,180	\$ 32,540	\$ 60,720
6	Record Drawings (49/121)	\$ 12,580	\$ 13,420	\$ 26,000
7	Additional Construction Coordination	--	\$ 75,000	\$ 75,000
Totals		\$ 85,300	\$ 136,950	\$ 222,250

We have included herewith our person-hour estimate for the Construction Support Services.

The budget for the Construction Support Services was \$85,300 in our original proposal, dated September 13, 2013.

We are requesting the District approve a budget of \$222,250 for the Construction Support Services during construction of the Peters Canyon Channel Water Capture and Reuse Pipeline Project.

If you have any questions or concerns, please do not hesitate to give me a call.

Sincerely,



Tom Epperson, P.E.
Project Manager
TLE/te

P:\09368-14002\Project Management\Correspondence\Final Revised Proposal for Construction Support Services

Attachment

IRWD
Peters Canyon Channel Water Capture and Reuse Pipeline
Construction Support Services

Task Description							Fees		TOTALS	
	Senior Project Manager	Project Engineer	Design Engineer	CADD	WP	Total Hours	Labor	Sub-Contractors Re-imbursables		
Construction Support Services										
1	Project Meetings (30)	8	52	0	0	0	60	\$10,640	\$0	\$10,640
2	RFIs (45)	6	120	30	15	0	171	\$26,790	\$0	\$26,790
3	Minor Plan Revisions (120 hours)	0	2	6	112	0	120	\$15,660	\$0	\$15,660
4	Site Visits (20)	8	32	0	0	0	40	\$7,440	\$0	\$7,440
6	Shop Drawing Submittals (150)	8	260	60	60	12	400	\$60,720	\$0	\$60,720
6	Record Drawings (91 drawings)	0	8	16	110	0	134	\$17,660	\$0	\$17,660
	Reproduction/Mileage	0	0	0	0	0	0	\$0	\$8,340	\$8,340
7	Additional Construction Coordination	40	360	20	0	0	440	\$75,000	\$0	\$75,000
Total		70	854	132	297	12	1365	\$213,910	\$8,340	\$222,250
TOTAL		70	854	132	297	12	1365	\$213,910	\$8,340	\$222,250

EXHIBIT "E"

CONSULTANT SELECTION MATRIX

Peters Canyon Channel Water Capture and Reuse Pipeline Project Surveying Services During Construction						
Item	Description	Weights	Bush & Associates	Guida Surveying	Hunsaker	Borchard Surveying
A	<u>TECHNICAL APPROACH</u>					
1	Project Understanding	40%	4	2	1	3
2	Qualifications and Experience	60%	4	3	1	2
	<u>Weighted Score (Technical Approach)</u>		4.0	2.6	1.0	2.4
	Ranking of Consultants		4	3	1	2
B	<u>SCOPE OF WORK</u>					
TASK			Fee	Fee	Fee	Fee
1	Project Management		\$6,200	\$7,600	\$7,120	\$8,800
2	Surveying		\$37,572	\$76,700	\$61,160	\$72,060
3	Office Support and Administration		\$13,464	\$11,340	\$14,480	\$9,460
4	Special Services		\$27,120	\$40,800	\$32,400	\$28,200
	TOTAL FEE		\$84,366	\$136,440	\$116,160	\$118,620

March 12, 2015

PROPOSAL



Construction Phase Surveying Services for Peters Canyon Channel Water Capture and Reuse Pipeline Project PR 21163 (4985)

Prepared For:



IRVINE RANCH WATER DISTRICT
Engineering Department

15600 Sand Canyon Avenue
Irvine, CA 92618

Attn: Mr. Richard K. Mori, PE, Principal Engineer – Capital Projects

Prepared By:



HUNSAKER & ASSOCIATES IRVINE, INC.

3 Hughes
Irvine, CA 92618

Contact: David Frattone, PE, Principal
(949) 583-1010
dfrattone@hunsaker.com

Planning | Engineering | Surveying | Public Works



HUNSAKER & ASSOCIATES

IRVINE, INC.

PLANNING
ENGINEERING
SURVEYING
GOVERNMENT RELATIONS

March 12, 2015

IRVINE
LOS ANGELES
PALM DESERT
RIVERSIDE
SAN DIEGO

Mr. Richard K. Mori, PE
Principal Engineer – Capital Projects
IRVINE RANCH WATER DISTRICT
15600 Sand Canyon Avenue
Irvine, CA 92618



Subject: **Construction Phase Surveying Services for Peters Canyon Channel Water Capture and Reuse Pipeline Project PR 21163 (4985)**

Dear Mr. Mori:

PRINCIPALS:
DAVID FRATTONE
FRED GRAYLEE
BRADLEY HAY
PAUL HUDDLESTON
KAMAL KARAM
DOUGLAS STALEY
KRIS WEBER
JOSEPH E. WIGHTMAN

Hunsaker & Associates Irvine, Inc. (H&A) is a broad-based civil engineering firm celebrating our 39th year in business serving Southern California, with a distinguished reputation of professional integrity, job responsibility, innovativeness, responsiveness and completeness of land surveying and civil engineering services. We are excited about the opportunity to provide professional surveying services for this IRWD pipeline project. We have attended the IRWD project preproposal meeting and have thoroughly reviewed the project plans and surveying technical specifications in order to prepare our proposal.

FOUNDING PARTNERS:
RICHARD HUNSAKER
TOM R. McGANNON
JOHN A. MICHLER
DOUGLAS G. SNYDER

H&A has provided construction infrastructure/staking for the majority of projects designed by our firm and for numerous Assessment Districts and Contractors' construction projects. H&A surveying involvement covers the full spectrum of public works and private sector projects including street, water, sewer, storm drain facilities, flood control channel improvements, dry utilities facilities, and intricate operations plants and building complexes of all types. Our highly experienced full-service field Surveying department has also produced countless boundary surveys, monumentation tie-outs/perpetuations, horizontal and vertical control networks, detailed site cultural surveys and roadway cross-sectioning for design survey base mapping, coordinate systems, determination of vertical datums for projects and provided As-built improvements documentation surveys. H&A is also a member of the City of Irvine surveying consultant's team.

H&A is predominantly qualified to provide complete construction survey staking and related professional office surveying set-up support services associated with the intricate Peters Canyon Channel Water Capture and Reuse Pipeline infrastructure project. H&A has ample certified Party Chiefs and survey equipment to assign multiple crews when needed to meet IRWD project scheduling needs. All of H&A's equipment, both office and field surveying, is continually updated to the highest level of industry technology standards/capabilities.

Three Hughes
Irvine, California
92618-2021
(949) 583-1010 PH
(949) 583-0759 FX
www.hunsaker.com

H&A Surveying department has thorough knowledge of, and our survey work will comply with all applicable IRWD, cities of Irvine and Tustin/County of Orange/ Caltrans Survey Manual and Safety guidelines, local and State laws and requirements including: California Land Surveyors ACT, California Business and



Mr. Richard K. Mori, PE
Principal Engineer – Capital Projects
IRVINE RANCH WATER DISTRICT
March 12, 2015
Page 2

Professionals Code, Cal/OSHA, Title 8 and Caltrans WATCH manual. Our office surveying/mapping staff is keenly aware of the key element surveying plays in successfully completing a construction project. We at H&A understand the importance of team work, accuracy and responsiveness. **H&A has designated this IRWD project as a priority project.** We have more than ample survey crews and specialized survey equipment available to fully address this intricate pipeline project needs including: the use of multiple daily survey crews, as necessary. 48-hour response time will be strictly adhered to for all IRWD and Contractor's survey requests throughout this "multi-agency interest" pipeline construction project with IRWD steering as lead agency.

H&A operates under a non-discrimination policy with a drug free workplace environment. Our project files and accounting procedures/records are available for ongoing City inspection. Our survey crews are Union members compensated per prevailing wage requirements.

Our highly educated and experienced surveying/mapping staff is led by Mr. David Frattone, PE (pre-1982 Surveying) who will be the Principal-in-Charge for the Peters Canyon Channel Water Capture and Reuse Pipeline project. Mr. Mike Tice, PLS will be Survey Manager for this project being responsible for day to day scheduling and delivering all construction staking services. Mr. Tice has 29 years of professional surveying and management of multiple crews for numerous distinctive construction projects throughout Southern California. Mr. Frattone with 44 years of professional civil engineering, surveying and construction management experience will provide administration steering and support to Mr. Tice and the H&A Survey Department for this H&A designated priority project.

Hunsaker & Associates Irvine, Inc. is grateful for the opportunity to submit this professional surveying services proposal. This proposal and our hourly rates schedule will remain valid the entire anticipated duration of this pipeline construction project. We look forward to the potential of working with the Irvine Ranch Water District on this exciting and challenging project. Should you have any questions, please do not hesitate to contact David Frattone directly at (949) 458-5407 or via email at dfrattone@hunsaker.com.

Sincerely,

HUNSAKER & ASSOCIATES IRVINE, INC.

A handwritten signature in black ink, appearing to read 'David Frattone', is written over the typed name.

David Frattone
Principal
RCE 24695, Exp. 12/31/15

(K:\pw\ps\IRWD 08P-df.doc)



Project Approach / Work Plan

Hunsaker & Associates Irvine, Inc. (H&A) has outstanding field surveying and survey mapping/right-of-way engineering experience along with the extensive infrastructure construction staking expertise needed for the upcoming Peters Canyon Channel Water Capture and Reuse Pipeline project surveying assignments to be directed by the Irvine Ranch Water District (IRWD). H&A will become a valuable partner to the IRWD Construction Team on this intricate and specialized pipeline project. Our understanding is that the project improvements intend to divert nuisance surface and groundwater flows containing high concentrations of selenium and nitrates from various areas of Peters Canyon Channel. The project's pipeline system and three (3) specialized Diversion stations for water collection are intended for conveyance eventually to join Orange County Sanitation District's Main street gravity trunk sewer facility.

H&A has vast experience over our 39 years of professional civil engineering/surveying services to successfully support this project. H&A not only has the valuable experience needed but also the committed manpower (multiple crews) and professional staff diversity which is essential to be able to conquer the numerous field related survey tasks, which are anticipated to be encountered with this project. Office surveying services for IRWD will be provided by extremely qualified H&A staff members, each having individual experience in field surveying of 10 to more than 25 years.

Mr. Mike Tice, PLS, head of H&A field Survey Department, will be the Survey project manager for this IRWD project. Mr. Tice will be responsible for day-to-day organizing of the survey field crews to meet the projects construction schedule. Mr. Robert Epstein, PLS and Mr. Jon Crisp, PLS will be in charge of all post processing, and downloading of survey data collected in the field, preparing and researching any horizontal and vertical control data the crews will need for this pipeline and Diversion station project. Mr. Epstein and Mr. Crisp will also be the daily liaison between the H&A field department and office staking set-up calculations headed by Gary Tackett, LSIT for staking ensuring the field crews are fully integrated having all the necessary information needed to complete the daily construction staking requests. Mr. Epstein has over 30 years of experience working in both the H&A field department and office mapping section and is fully aware of each departments operational needs to function smoothly and efficiently. Also working under Mr. Crisp will be several survey crews headed by experienced and licensed party chiefs as needed for this schedule sensitive project. The seasoned H&A key field Party Chiefs that are available for this project possess extensive experience, including boundary monumentation tie-out/perpetuation, aerial topography/GPS ground control, pick-up "culture" site topography detailing surveys, construction infrastructure staking of all kinds, line and grade certifications, etc. Party Chiefs who will be assigned to this designated priority projects are: Andy Holloway, PLS who has over 40 years of experience, Ken Kouchi, PLS who has over 30 years experience, John Miller with 25 years experience and Brandon Niles with 20 years surveying experience. Mr. Tice will also be supported, as necessary, by Mr. Robert Wheeler, PLS Office Survey Manager with over 15 years of experience in surveying and office mapping preparation.

We at H&A have an ongoing commitment of providing prompt and accurate construction surveying services. Our equipment both for field and office support is continually updated to the highest level of industry technology including the most sophisticated equipment arriving to the engineering marketplace. This equipment includes, but is not limited to, GPS technology (RTK, CRTN, Static and more), remote total station capability and digital level technology. State of the art computer AutoCAD workstations and utilization of laptop computers in each survey truck, enables our survey crews to send and receive critical field data wirelessly. This expedites the flow of survey data in order to meet critical construction deadlines.

Project Initiation

The H&A office surveying staff will provide ongoing review of the project plans throughout the project construction duration. A pre-construction meeting will reveal Agency and Contractor's goals and objectives and construction staking request format, set-up notification and work requests essential data will be



established at the project onset. The H&A survey department will provide continual coordination with the Contractor and IRWD steering personnel to be able to provide the necessary survey crews to respond to Contractor's specific scheduling/operations needs/project phasing including varied locations of work throughout the project reaches.

Numerous factors affecting the needed construction staking will be determined and/or evaluated including:

- Review of what adjacent properties are affected and site access requirements.
- Timing of project/schedule and essential milestones.
- Is project staking component affected by any other City/County Agency, Caltrans or private ownership entity interfacing.
- Providing additional research of public records as necessary for maps, centerline ties, etc.
- Determining locations requiring protection/tie-out or property line/street right-of-way replacement monumentation.

Surveying - General

Hunsaker & Associates has a long history of being innovative in its approach to all aspects of surveying. We have remained at the forefront in the use of technology in order to maximize both the quality and efficiency of our survey operations. The location of all survey stakes set by H&A are automatically recorded in the data collector and downloaded at the conclusion of each day. This current data provides a permanent record of the position of each stake set in the field. Typically, whenever feasible, our office survey team calculates the items to be staked prior to the survey work in the field, and produces point files and/or alignment files for upload to the survey instrument (see Appendix herein for H&A sample work products). This provides an opportunity to resolve in advance any questions that may arise regarding the construction plans. In addition, all of our survey crews are equipped with CAD in the field. All H&A crews are proficient at performing any staking calculations as needed. We have developed a proprietary cutsheet program in Microsoft Excel which utilizes the input of a vertical alignment, including vertical curves, as the basis for design grades. This cutsheet is then able to fill in the stake elevations by reading them from the downloaded staking data file, or optionally it can be filled in manually as the stakes are set. We are aware of the higher level of elevation precision needed for some project facilities, and in such cases we would rely on elevations obtained with a digital level rather than a total station. When staking critical items such as structures or buildings, in addition to the standard checking procedures used by the surveyors in the field, we perform an additional verification of these items in the office in CAD utilizing the recorded stake locations along with the engineering plans.

Over the years, Hunsaker & Associates has performed numerous surveys involving the staking or verifying of borings, pipe casings and tunneling. Our surveyors are adept at handling the many unique situations that may arise, including accurately transferring horizontal and vertical control from the surface down into a boring pit, checking the horizontal and location of casings, and settlement monitoring of pipelines elevations.

H&A is well acquainted with the procedures involved in perpetuating boundary and centerline monuments, including the preparation/filing and Agency processing of corner records, should this aspect of surveying be needed. We have performed topographic surveys of all types, including many that involved street cross sections and as-built surveys of complex structures. Our instruments are set up to collect linework, including lines, arcs and splines. We have the option to utilize either our own comprehensive feature code list or to use one provided by the POLB. In the event that the surveyor needs to enter a structure or manhole in order



to obtain the needed data, we are familiar with the appropriate procedures to be followed, including testing the atmosphere, venting the structure, and use of a harness.

For this project, we understand the IRWD Design Engineer has established full project horizontal alignment and vertical datum of all proposed infrastructure improvements, as related to existing property boundaries and street or County of Orange flood control channel right-of-way. H&A will establish strategic full horizontal and vertical control locations throughout the entire project reaches as an initial stage of our work.

Safety

Safety is of primary importance to H&A. Our survey department conducts regular monthly safety procedures meetings. We discuss any concerns that the survey crews may have encountered regarding safety, as well as review safety precautions that need to be adhered to on our on-going jobs including all special safety requirements integrated with Contractor's methods of operation and as mandated by our clients. In addition, our survey crews attend daily or weekly tailgate safety meetings on the jobsites as they occur. Our surveyors are aware of and adhere to the procedures outlined in the W.A.T.C.H. manual for survey equipment operations.

Certifications

Infrastructure Line and Grade Certifications Capabilities – H&A as requested by IRWD, H&A can perform infrastructure certification check-off surveys for verification of line and grade construction tolerances compliance. Field results of pipelines (prior to backfill) and special structures installation are provided by random spot check locations and elevations topographic surveys, plotting of certification data and analysis of plotted data versus approved project improvement plans designs meeting specified project and agency tolerances.

Project Management/Control of Costs, Quality & Schedule

This infrastructure surveying projects will be continually managed by H&A from a technical and administrative standpoint. Our accounting files will be available for IRWD to review monthly. Progress reports will be prepared periodically at IRWD directives. All field and meeting notes, suggested IRWD and agencies comments neatly and accurately documented and delivered for IRWD project files. Invoicing and project correspondence will be grammatically correct and thoroughly checked prior to delivery to IRWD. H&A, led by David Frattone, PE (pre-1982 surveying), Principal, is very familiar with steering and managing a team of highly qualified professionals. Mr. Frattone has over 44 years of civil engineering and land surveying experience and is extremely effective managing large and small scale projects requiring multi-agency processing and administering projects so that they may be completed on schedule. The H&A surveying team, led by Mr. Tice PLS Field Survey Manager supported by Mr. Frattone, PE, Principal, will ensure that all surveying services will be performed in accordance with the project technical specifications, infrastructure construction plans with staking set at proper off-sets as coordinated with the Contractor's requests and IRWD special directives. All construction staking will consider restricted work space, restricted site access, cooperation with Contractor's methods of operation and utilization of multiple crews and weekend work as necessary to not impede project construction progress.

Project Schedule Steering / Maintenance

The project schedule is an ongoing matter of high importance on any project large or small. H&A has successfully implemented proven methods to accompany our ongoing project management which continually track our teams efficiency performance and maintain the ability to stay on schedule including:



- Attending regularly scheduled H&A "in-house" staff and safety meetings.
- Full utilization of each field and office professional's experience assigned to the project obtaining the benefit of the individual years of working with similar related projects to implement optimum solutions early on.
- Ongoing identification of potential project obstacles/discovery of unforeseen matters and recommendation of appropriate actions/responsibilities for resolution to stay on schedule.
- Developing a thorough understanding of all project conditions, existing infrastructure, physical and engineering constraints associated with the project.
- Close tracking of monthly work progress man hours categorized per scope tasks and monitoring of contractual budget limits.

Scope of Work

Hunsaker & Associates Irvine, Inc. (H&A) will provide one-set of stakes for each task as described within Addendum No. 1 Proposal Format and Requested Information Forms. Please see separate Fee Proposal envelope for project budget cost. The Scope of Work presented herein follows the general forms format provided by IRWD.

1. **PROJECT MANAGEMENT** – H&A will provide continual project management for the Peters Canyon Channel Water Capture and Reuse Pipeline project throughout the construction staking project duration. Project management tasks include management and scheduling of field crews, acceptance and coordination of IRWD and Contractor's staking requests, consultation with in-house staff and IRWD project coordinators and administration of project contract.
2. **SURVEYING**

Provide one set of stakes as follows:

 - 2a. H&A office and field crews will establish a project wide survey control network covering all reaches of the project improvements to be used for all aspects of the project. This network will be tied into control provided by IRWD's Design Engineer as well as County and Cities benchmarks systems throughout the project. We will include the costs for establishment of project control with providing locations for fifty (50) utility crossing Potholes.
 - 2b. Provide stakes for PVC Pipeline within Bike trails at **50-foot minimum intervals** plus all changes in direction both horizontally and vertically as well as locations of valves, tees and reducers. This staking shall be done per project specifications section 01100 Section 1.02 B. on page 01100-1. (**Note: proposal form calls for 100-foot intervals**) (L = 15,000± LF)
 - 2c. Provide stakes for Fabricated Pipeline in public right-of-way at all horizontal and vertical changes in direction as well as all valves, tees and reducers (L = 2,000± LF).
 - 2d. Provide stakes for Electrical Conduit at 100-foot station intervals and at all horizontal changes in direction.
 - 2e. Provide stakes at OCS D main connection point at Main Street.



- 2f. Provide stakes for Buried Structures, Vaults, Wet wells and Desilting basins. Stakes shall be a minimum of 2 corners per facility as per project spec 01100 Section 1.03 on page 01100-2.
 - 2g. Provide stakes for three (3) separate Intake Structures at Moffett, Edinger and Como Channel including stakes for manholes, pipeline and intake structures concrete work.
 - 2h. Provide stakes at the 4 corners of each Jack and Bore pit per project plans.
 - 2i. Provide stakes for all Appurtenances and Equipment including air-release/vacuum release valves, CPTS, blow offs, vents, sampling stations, electrical cabinets and pull boxes.
 - 2j. Provide Block Wall stakes at Valencia diversion structure (8± LF and a pilaster) and at the Edinger Diversion structure (25± LF and 2 pilasters).
 - 2k. Provide stakes for Chain-link Fence at Alton and between Edinger and Warner.
 - 2l. Provide stakes for Limits of Concrete including pads, approaches, v-ditches, driveways and sidewalks, as needed.
3. **OFFICE SUPPORT/SURVEY ADMINISTRATION**
- 3a. Attend IRWD requested meetings.
Budget: 3 meetings at 2 hours/meeting
 - 3b. Provide technical support for office set-up calculations for project infrastructure staking requirements, processing/distribution of field data and production of construction staking cut-sheets.
4. **SPECIAL SERVICES**
- 4a. Provide "On-Demand" requested surveying services **only when authorized by IRWD** for Special Surveying services.
Budget: 15 days at 8 hours/day for 3-man survey crew

Project Schedule

H&A has designated the Peters Canyon Channel Water Capture and Reuse Pipeline Project as a **priority project**. H&A's current projects and forecasted projects workload has been considered and H&A commits our firms surveying services abilities to fully address the needs of this IRWD project. The schedule as specified by IRWD anticipates commencement of surveying services in August of 2015. Construction is anticipated to run through September of 2016. It should be noted that H&A has the ability to provide multiple two or three person survey crews. We do not charge overtime rates for Saturday work and, if necessary, Sunday work can be accommodated with an overtime rate of double our standard hourly rates. **Our Fee Proposal hourly rates will be effective through December 31, 2016.**

Proposal Postulates

- 1. Governmental Agency fees or changes are to be the responsibility of IRWD.
- 2. No hazardous materials are assumed to exist within the project site.



3. Contractor will provide all encroachment permits/locations for and perform physical potholing of utilities associated with this project; i.e. costs for physical potholing of utilities are **not** included herein.
4. The IRWD Contractor and H&A will continually coordinate and cooperate for the purpose of scheduling staking field crews, (**note: 48-hour prior notice will be required for scheduling of H&A field crews**) and determination of appropriate off-sets requirements for the various types of construction staking and notifications to proper parties of any discrepancies observed between plans and cut sheets data, etc.
5. **Any discrepancies** between the approved plans and construction stakes shall be brought to the IRWD design engineer's attention, by the Contractor for evaluation, **prior to construction of the improvements being staked.**
6. H&A will establish reference field control points, base lines and grades which in its judgment and coordination with IRWD Contractor are necessary to enable the Contractor to proceed with the project work. **Thereafter, the Contractor shall be responsible for laying out the work and protecting project survey control points.**

The Contractor shall protect and preserve the established reference control points and shall make no changes or relocations thereof without the prior written approval of H&A. Whenever any reference control point is lost, destroyed or requires relocation because of necessary changes in grades or locations, the Contractor shall report such fact(s) to H&A and shall bear the cost and expense of replacing and accurately relocating such reference points so lost, destroyed or moved by the Contractor's operation.
7. Acceptance and preservation of construction stakes, once set, will be the responsibility of the Contractor. **Any restaking costs due to lost or destroyed staking will be the responsibility of the Contractor.**
8. Any special Agency certification check-offs for underground improvements construction as approved by IRWD will be **handled on a time and materials basis.**
9. Infrastructure improvements under this contract are assumed to clear all Public street and County of Orange Right-of-Way monumentation. Any monumentation tie-out surveying, monumentation reestablishment surveying, corner records or boundary surveying or Records of Survey mapping will be considered as additional services and **handled on a time and materials basis.**
10. This proposal is based on the assumption that IRWD will provide AutoCAD electrical files and hard copies drawings of all improvement plans for construction staking; All incidental expenses such as deliveries, reproductions, etc., will be additional and billed to IRWD at our direct costs plus 15% under the separate category of reimbursable expenses.
11. Contractor is anticipated to utilize H&A utility alignment stakes for paved areas to perform his trenching operations; i.e. no separate pavement trenching or removal stakes, etc. are provided for herein.
12. Contractor is responsible for all traffic control operations and traffic facilities alignment control.

March 12, 2015

FEE PROPOSAL



Construction Phase Surveying Services for Peters Canyon Channel Water Capture and Reuse Pipeline Project PR 21163 (4985)

Prepared For:



IRVINE RANCH WATER DISTRICT
Engineering Department

15600 Sand Canyon Avenue
Irvine, CA 92618

Attn: Mr. Richard K. Mori, PE, Principal Engineer – Capital Projects

Prepared By:



HUNSAKER & ASSOCIATES IRVINE, INC.

3 Hughes
Irvine, CA 92618

Contact: David Frattone, PE, Principal
(949) 583-1010
dfrattone@hunsaker.com

Planning | Engineering | Surveying | Public Works

Proposal Format and Requested Information

Construction Phase Surveying Services for the
Peters Canyon Channel Pipeline Water Capture and Reuse Pipeline Project
PR 21163 (4985)

Submitted by: Hunsaker & Associates Irvine, Inc.
David Frattone, Principal

 3/12/15

WORK DELINEATION AND FEE PROPOSAL

On a separate sheet, provide additional breakdown as necessary of the efforts required under each Task listed in this fee proposal.

1.	Project ManagementHours <u>44</u>	Total \$ <u>7,120</u>
2.	Surveying	Total \$ <u>61,160</u>
2a.	Location of utility crossing potholes (50 total) (horizontal position in plan view, vertical depth)	Subtotal \$ <u>9,680</u>
2b.	PVC Pipe (approximately 15,000 LF)¹ (provide stakes at 100' intervals, BC, EC, horizontal deflections, location of valves, tees, reducers)	Subtotal \$ <u>12,320</u>
2c.	Fabricated Pipe (approximately 2,000 LF)¹ (provide stakes for all horizontal and vertical deflections, location of valves, tees, reducers)	Subtotal \$ <u>7,480</u>
2d.	Electrical conduit (provide stakes at 100' intervals and horizontal deflections)	Subtotal \$ <u>5,280</u>
2e.	Connection point at Main Street	Subtotal \$ <u>1,760</u>
2f.	Buried Structures, Vaults, Wet Wells, Desilting Basin (provide stakes for a minimum of two corners).....	Subtotal \$ <u>2,640</u>
2g.	Intake Structures at Moffett, Edinger, and Como Channel (provide stakes for manhole, pipeline and concrete work) .	Subtotal \$ <u>7,040</u>
2h.	Jack and Bore Pit (jacking and receiving pits) (provide stakes at all four corners of each pit).....	Subtotal \$ <u>1,760</u>
2i.	Appurtenances and Equipment (air-release/vacuum relief valves, CPTS, blow-offs, vents, sampling stations, electrical cabinets, pull boxes)	Subtotal \$ <u>5,280</u>

¹ Addendum 1

Request for Proposals for Construction Phase Surveying Services for the Peters Canyon Channel
Water Capture and Reuse Pipeline Project
February 17, 2015

2j.	Block Wall at Moffett and Edinger	Subtotal \$	<u>2,640</u>
2k.	Chain-link Fence (at Alton Pkwy and between Warner Ave. & Edinger Ave.)	Subtotal \$	<u>1,760</u>
2l.	Limits of Concrete (Pads, Approaches, V-ditch, Driveway, Sidewalk)	Subtotal \$	<u>3,520</u>
3.	Office Support / Administration	Total \$	<u>14,480</u>
A.	Meetings (3 meetings at 2 hours each)	Subtotal \$	<u>1,680</u>
B.	Technical Support (specify support necessary to process field measurements, calculations, and produce cut sheets)	Subtotal \$	<u>12,800</u>
4.	Special Services	Total \$	<u>32,400</u>

Work under this task shall only be performed as requested and as authorized by IRWD.
Provide a budget for the following stipulated tasks and time allowances.

A. 3-Man Field Crew – 15 days @ 8 hrs / day

TOTAL PROPOSED FEE \$ 115,160
(Tasks 1 – 4)



FEE PROPOSAL

**Construction Phase Surveying Services for the
Peters Canyon Channel Pipeline Water Capture and Reuse Pipeline Project
PR 21163 (4985)**

		Principal in Charge	Surveying Project Manager	Office Surveyor	Field Survey 2-Person	Field Survey 3-Person	Total Hours	Total Cost
Scope of Work		\$ 176	\$ 150	\$ 130	\$ 220	\$ 270		
1	Project Management	20	24				44	\$ 7,120
2	Surveying				278		278	\$ 61,160
a	Location of Utility Crossing Potholes and Site Control				44		44	\$ 9,680
b	PVC Pipe (Bike Trail)				56		56	\$ 12,320
c	Fabricated Pipe (Public Right of Way)				34		34	\$ 7,480
d	Electrical Conduit				24		24	\$ 5,280
e	Connection Point at Main Street				8		8	\$ 1,760
f	Buried Structures, Vaults, Wet Well, Desilting Basin				12		12	\$ 2,640
g	Intake Structures at Moffett, Edinger and Como Channel				32		32	\$ 7,040
h	Jack and Bore Pit				8		8	\$ 1,760
i	Appurtenances and Equipment				24		24	\$ 5,280
j	Block Wall at Moffett and Edinger				12		12	\$ 2,640
k	Chain Link Fence				8		8	\$ 1,760
l	Limits of Concrete				16		16	\$ 3,520
3	Office Support/Administration		22	86			108	\$ 14,480
a	Meetings		6	6			12	\$ 1,680
b	Technical Support		16	80			96	\$ 12,800
4	Special Services (Per Agency Request Only)					120	120	\$ 32,400
Overall Project Total Hours		20	46	86	278	120	550	
Overall Project Total Cost		\$ 3,520	\$ 6,900	\$ 11,180	\$ 61,160	\$ 32,400		\$ 115,160



Hourly Rate Schedule

Principal	\$ 176/hour
Survey Manager	\$ 150/hour
Office Surveyor	\$ 130/hour
Field Survey 2-Person Crew	\$ 220/hour
Field Survey 3-Person Crew	\$ 270/hour

The above rates are for all professional staff. We do not bill for secretarial or other office support personnel. We also do not bill for computer time and minor copying.

It should be noted that our fee does not include the cost of reproductions, computer plotting or deliveries. Outside services will be invoiced directly to you through your suppliers or at cost plus 15% when invoiced through Hunsaker & Associates Irvine, Inc.

Invoicing will be on a monthly basis and payable within 30 days after receipt of our invoice. Should payment not be received within thirty (30) days, a one and one-half percent (1½%) per month late fee may be charged on any unpaid balance. **Our standard hourly rate is subject to an increase on December 31, 2016.**

All extended travel, lodging, meals, onsite transportation, auto or truck rental and fuel costs are reimbursable to H&A at cost plus 15% in addition to the stated fees.

Direct Schedule of Prices – Reprographics, Deliveries, etc.

Type of Cost	Unit of Measure	Unit Rate	
Large Format - B&W Copying (no charge for date stamping)			
Bond	Square Foot	\$ 0.12	
Mylar	Square Foot	\$ 2.50	
Acetate	Square Foot	\$ 2.50	
Stapling	Square Foot	\$ 0.75	
Folding	Square Foot	\$ 0.25	
Large Format B&W Digital Scanning	Sheet	\$ 1.50	
Large Format Color Copying/Plotting (from digital or hard copies)			
		Electronic	Hard Copy
20 £ Bond	Square Foot	\$ 2.75	\$ 3.00
36 £ Bond	Square Foot	\$ 3.50	\$ 3.75
High Gloss	Square Foot	\$ 5.00	\$ 5.25
Clear Film	Square Foot	\$ 5.00	\$ 5.25
Large Format Digital Color Scanning up to 42"	Sheet	\$ 15.00	\$ 15.00
Small Format B&W or Color Scanning (up to 11 x 17)			
Black and White or Color	Sheet	\$ 0.15	
Digital Publishing/Printing - B&W			
8 ½ x 11	Sheet	\$ 0.06	
8 ½ x 14	Sheet	\$ 0.09	
11 x 17	Sheet	\$ 0.12	
Digital Publishing/Printing – Color			
8 ½ x 11	Sheet	\$ 0.50	
11 x 17	Sheet	\$ 1.00	
Pick-up or Delivery Services from H&A Irvine Office	Flat Fee	\$ 26.00	

EXHIBIT "F"

CONSULTANT SELECTION MATRIX

Peters Canyon Channel Water Capture and Reuse Pipeline Project Geotechnical Services During Construction					
Item	Description	Weights	NMG Geotechnical	LGC Geotechnical	Ninyo & Moore
A	<u>TECHNICAL APPROACH</u>				
1	Project Understanding	40%	1	2	3
2	Qualifications and Experience	60%	1	3	2
	<u>Weighted Score (Technical Approach)</u>		1.0	2.6	2.4
	Ranking of Consultants		1	3	2
B	<u>SCOPE OF WORK</u>				
TASK			Fee	Fee	Fee
1	Project Management		\$2,800	\$11,700	\$9,512
2	Daily Reports		\$2,670	\$0	\$0
3	Observation and Field Testing		\$88,460	\$86,910	\$89,648
4	Laboratory Testing		\$10,476	\$19,959	\$11,500
5	Office Support/Administration		\$5,000	\$8,380	\$7,498
6	Final Report		\$3,600	\$13,900	\$3,960
7	Special Services		\$15,320	\$17,200	\$17,560
	TOTAL FEE		\$128,326	\$158,049	\$139,678

Hourly Billing Rates			
Field Technician	\$89	\$95	\$92
Field Supervisor	\$98	\$110	\$98
Staff Engineer/Geologist	\$140	\$150	\$126



March 12, 2015

Project No. 15032-01
PR 21163 (4985)
NMG DIR No. 1000012946

To: Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, California 92618

Attention: Mr. Richard Mori

Subject: Proposal for Geotechnical Services during Construction of the Peters Canyon Channel Pipeline Water Capture and Reuse Pipeline, Cities of Irvine and Tustin, California

INTRODUCTION

In accordance with your request, NMG Geotechnical, Inc. (NMG) is pleased to present this proposal for geotechnical observation, inspection and testing services during construction of the subject water pipeline project in the cities of Irvine and Tustin, California. The project will consist of installation of approximately 17,140 linear feet of waterline along either side of the Peters Canyon Channel from Walnut Avenue to Main Street. Our proposal and cost estimate are based on review of the Request for Proposal (RFP) dated February 17, 2015, project manual/specifications, project construction plan prepared by Tetra Tech, and our discussions with IRWD. NMG has also reviewed the geotechnical exploration report prepared by Leighton and Associates, Inc. for the subject water pipeline project dated September 4, 2014. Construction is anticipated to start in August 2015 and be completed by September 2016.

Based upon our review of project bid materials, NMG has developed an understanding of the proposed construction and the necessary geotechnical and materials observation, inspection and testing required. A summary of our project understanding, assumptions and scope of work are presented below. NMG's qualifications, staffing and schedule information are also included in this proposal. As indicated in the RFP, the fee proposal with additional NMG cost information is provided under separate cover.

NMG has extensive experience working with IRWD on numerous pipeline and improvement projects. NMG's geotechnical experience includes many projects for the Tustin Legacy development and improvements along Peters Canyon Channel (PCC). NMG performed a geotechnical investigation in 2008 that covered the approximately 7,400-foot-long section of PCC located along the southeast side of Jamboree Road between Barranca Parkway and the Metrolink railroad tracks in the cities of Tustin and Irvine. In 2012, NMG provided geotechnical observation and testing during construction of the PCC channel and trail improvements between

Barranca Parkway to 679 feet north of Warner Avenue. The project was constructed under the jurisdiction of the Orange County Flood Control District (OCFCD), the city of Irvine and the city of Tustin. At this time, NMG is working with the design team for the PCC improvements upstream of Warner Avenue and downstream of the Metrolink Rail Line.

NMG has been the geotechnical consultant of record for the approximately 800 acre Tustin Legacy development since February 2004 and has conducted a comprehensive investigation and prepared numerous design reports for the developer and the city of Tustin. The prior NMG reports provide geotechnical information, design parameters and recommendations for site development, grading and construction. NMG has also provided geotechnical field services and laboratory testing services for the site during multiple phases of grading and construction of the street and utility infrastructure. The geotechnical field data includes geologic mapping, groundwater evaluation, field inspections, density testing and laboratory testing. As a result, NMG is very familiar with the site conditions, geotechnical constraints and construction issues that will likely be encountered in the area.

PROJECT UNDERSTANDING

The project includes a pressure pipeline for an alternate method of disposal of nuisance surface water and perched groundwater along the Peters Canyon Channel area between Walnut Avenue (city of Tustin) and Main Street (city of Irvine). The pipeline originates at the Caltrans Ground Water Treatment Facility (GWFT) adjacent to Walnut Avenue and extends to its downstream connection to an existing 60-inch sewer line adjacent to Main Street. In addition to water outletted into this system at the GWFT, there will be additional connections to storm drain water with diversion structure/pump stations at the Como Channel located adjacent to the SCRRA railroad tracks (referred to as the Como Diversion Structure), at Edinger Avenue (referred to as the Edinger Diversion Structure) and at Moffett Drive (referred to as the Valencia Diversion Structure).

The southern end of the pipeline is located within the bike trail/access road along the west side of San Diego Creek and Peters Canyon Channel. Between Main Street and Alton Parkway, the pipeline will be located within the gravel access road and between Alton and Barranca Parkway, the pipeline will be located within the asphalt bike trail/access road. The pipeline will cross over Peters Canyon Channel with an above-ground (suspended to the bridge) crossing at Barranca Parkway. The pipeline will continue within the asphalt trail along the east side of Peters Canyon Channel to Barranca Parkway. At Barranca Parkway, the pipeline will continue within the non-paved area adjacent to the trail until it reaches the Como Diversion Structure location, where it will again be located within the asphalt bike trail until it reaches Walnut Avenue.

The pipeline will generally range from 5 to 7 feet in depth, with portions ranging up to 12 feet in depth as it approaches the street crossings. The depth of the trenches at the street crossings will range from 10 to 12 feet, and will be performed in three sections due to traffic control. The trench backfill for the street crossing is assumed to consist of slurry. The pipeline crossing at the SCRRA railroad tracks that is approximately 20 feet deep will be accomplished by jack and bore method, with the jacking pit (30 feet x 20 feet) on the north side and the receiving pit (20 feet x 15 feet) on the south.

The diversion structure facilities will generally consist of two vaults (valve vault and flow meter vault), a wet well for pumping, an intake structure, and pipelines between these structures and the main pipeline. The pipeline from the intake structures to the wet wells are up to 23 feet in depth. The appurtenances common to all of the diversion structures will be electric pads for transformers, MCC's and controls, yard piping for electric and copper lines to sample stations, and PCC yard pavement.

Additional appurtenances or items specific to individual diversion structure locations include:

- Relocation of 66 feet of existing water line at the Valencia structure.
- Masonry wall modifications or additions at the Valencia and Edinger structures.
- Asphalt access driveway to the Edinger structure yard.
- Minor demolition of existing desilting basin, V-ditch, trees and sidewalk, V-ditch relocation, sidewalk replacement and the addition of a catch basin at terminus of the relocated V-ditch, all at the Como structure.

Each of the diversion structure areas will also include trenching for electric line extension from existing improvements nearby to the diversion structure transformers. The electric lines will generally be located within existing streets or bike trails. The Valencia Diversion Structure will require approximately 800 feet of electric line, approximately 200 feet of which will require slurry backfill. The Edinger Diversion Structure and Como Diversion Structure will require approximately 1,300 feet and 1,700 feet of electric line, respectively. The trench repair for the electric line at the Como Channel location will include approximately 100 feet within the bike trail.

The subsurface conditions are anticipated to consist of medium stiff to stiff, moist to wet clay, and medium dense to dense silty sand and sand. The Leighton report indicates dense sand and gravel were also encountered at depths of 20 to 25 feet located on either side of the Como Storm Channel/Metrolink railroad tracks. The existing soils will generally have high moisture content. Some soft and pumping soil conditions are also likely to be encountered. Groundwater was encountered in the borings north of Barranca Parkway at depths of 18 to 25 feet below existing grade and deeper than 31.5 in the borings south of Barranca Parkway. Based on NMG's experience with projects throughout the Tustin Legacy area, perched groundwater is likely to be encountered when excavating near other buried pipelines and structures.

PROPOSAL ASSUMPTIONS

Based on the information provided in the RFP, project manual/specifications, and our discussions with IRWD, we have made the following assumptions for our scope of work and cost estimate:

- In addition to IRWD, agencies involved with the project will include city of Irvine, city of Tustin, Orange County Flood Control (OCFCD) and Caltrans.
- Prevailing wage guidelines will apply to this project. Our cost estimate (included separately) takes into account the potential increase to prevailing wage over the duration of the project.

- Observation and testing for trench backfill, subgrades and asphalt placement will follow ASTM test methods.
- Based on prior experience on IRWD projects, the scheduling for observation and testing will generally be directed by the IRWD inspector on site. The frequency and location of tests will be a collaborative decision by IRWD and the geotechnical consultant. We assume at least part-time observation of the backfill operations will be necessary and may be nearly full-time for the deeper trenches.
- Pipeline subgrade and trench backfill testing will include:
 - Approximately 16,000 feet of pressure pipeline, with an average depth of approximately 6 feet.
 - Approximately 3,800 feet of electric line trench, with an average depth of approximately 4 feet.
 - Yard piping at each of the diversion structure locations, includes site electric and test station pipes.
 - Intake structure to wet well pipelines, ranging up to 23 feet deep.
 - Flow meter vault to pressure line piping, generally 6 feet deep.
- Buried structure subgrade and trench backfill will include:
 - Pipeline connection to sewer line at Main Street (slurry backfill).
 - Intake structure subgrade and backfill (slurry backfill under existing storm drains).
 - Wet well backfill – Gravel base and gravel backfill around pre-cast structure.
 - Valve and flow meter vaults (6 total) – Subgrade will consist of 12 inches of gravel and backfill adjacent to vault walls will consist of compacted soil.
 - Catch basin subgrade and backfill.
- Appurtenances, above-grade equipment subgrade will include:
 - Transformer, MCC and controls pads (9 total)
 - Yard pavement (PCC) subgrade and aggregate base placement
 - V-ditch relocation subgrade
 - Sidewalk replacement subgrade
- Como jack and bore pits subgrade and backfill observation and testing will include the north pit (30 feet x 20 feet) and south pit (20 feet x 15 feet), both approximately 20 feet deep. Full-time observation and testing during backfill is assumed. Please note that the total hours for this item has been split between the compaction testing and observation services.
- Como jack and bore pits dewatering activities. Based on the RFP, we are assuming approximately 10 days at 2 hours per day of observation is desired. It is likely that this will be performed by a geologist.

- Como jack and bore pits shoring install/removal. Based on the RFP, it appears that we will be expected to provide 6 hours of observation per day for 15 days of shoring installation or removal.
- Pipeline connection to Main Street shoring install/removal. Based on the RFP, it appears that seven days of observation averaging 4 hours per day is expected.
- Buried structures shoring installation and removal. Based on the RFP, it appears that 10 days of observation averaging 4 hours per day is expected. We assume that this will include primarily the wet wells and the lines between that and the intake.
- Based on the materials inspection and testing listed in the RFP, we assume that our services will include:
 - Concrete placement inspection and compression testing for intake manhole bases (3), vaults (6), intake structures (3), concrete pads (9), concrete pavement (for three yards) and pipeline connections (2) – 16 days at 4 hours per day.
 - CMU grout placement and compression testing for two short sections of free-standing walls – 1 day at 2 hours.
 - Imported sand, which will include sampling for Sand Equivalent (SE) and gradation upon delivery to the site – 1 day at 2 hours.
 - Native backfill, which will include site verification of backfill suitability and sampling for maximum density testing – 2 days at 4 hours per day.
 - Crushed rock, which will include sampling for gradation – 1 day at 2 hours.
 - Asphalt aggregate base and asphalt placement (bike trail) – 7 days at 2 hours and 6 hours per day, respectively. We assume that this will include trench repair paving for the pipeline trenches within the asphalt bike trails or access roads only and is approximately 7,400 feet in length.
 - The pavement repairs and overlay paving within the street areas and the paving at the GWTF will be performed by others.
- Other additional observation and testing that is not listed in the RFP and hours adjusted by NMG include:
 - Aggregate base testing for trench repair within the portions of the access road between Main Street and Alton Parkway that consist of gravel pavement with an aggregate base section below. Approximately 3,200 feet of trench repair.
 - Aggregate base for yard paving (PCC) at the three diversion structure sites.
 - Compaction testing services are being reduced by a total of 24 hours based on NMG's review and project understanding.

- Laboratory testing will include:
 - Maximum density of soils and aggregate base (20)
 - Sieve analysis (6)
 - Asphalt maximum density (6)
 - Sand equivalent (6)
 - Concrete compression testing (16 sets of cylinders)
 - Grout compression testing (1 set of cylinders)
 - Asphalt extraction and percent asphalt (6)
 - Asphalt aggregate gradation (6)
- Meetings will include a pre-construction meeting – 2 hours, and 12 monthly progress meetings – 26 hours.
- Engineering/geology support will include:
 - Project engineer/geologist for analysis and response to RFIs and field technician support.
 - Project manager for monthly project tracking, scheduling and correspondence.
 - Office assistant for data entry and file management tasks.
- One final report of observation and testing and special inspections will be required upon completion of the project.
- Special services time allowances, if requested by IRWD. The special services time allowances include 15 working days, 8 hours per day for a field technician and 5 working days, 8 hours per day for a geologist/engineer.

SCOPE OF SERVICES

The general scope of geotechnical services for this project is summarized below:

- 1. Project Management and Review of Project Materials:** Project management, coordination for the project, as needed. This includes some budget for review of the plans, specifications, and any other pertinent readily available reports. We have budgeted a total of 20 hours for this task.
- 2. Daily Field Reports:** Preparation of written field reports for field visits with an evaluation of work performed by your contractor.
- 3. Observation and Field Testing:** Observation and testing during grading, shading and bedding, trench backfill, subgrade preparation, aggregate base placement and asphalt paving operations.
- 4. Laboratory Testing:** Laboratory testing will be performed to confirm the soil/aggregate material properties and support the compaction operations. This will include maximum density, gradations, sand equivalent, asphalt density, extraction and percent asphalt, and concrete/grout compression testing.

- 5. Geologist/Engineering/Office Support Administration:** The field supervisor or engineer/geologist will review project status with the project soil technician. Other office tasks will include communications with project team (e.g., scheduling of field work), data compilation and review, and technical support. In the event of unforeseen conditions, a geotechnical engineer, engineering geologist, or supervisory technician will be available to further evaluate the conditions and provide appropriate recommendations. Project technician and/or project geotechnical engineer will attend a total of 13 meetings over the duration of the project.
- 6. Final Geotechnical Report:** A final geotechnical summary report at the completion of the project will be submitted, including density test results, map showing test locations, and descriptions of work performed.
- 7. Special Services:** If requested and authorized by IRWD, the special services time allowances will be used for extra support by field technicians and geologist/engineer.

NMG QUALIFICATIONS AND SCHEDULE

NMG Geotechnical, Inc. provides a broad range of professional services in the disciplines of geotechnical engineering, engineering geology, soils, and materials testing. NMG was established in 1994 and currently employs over 60 people, including eight geotechnical engineers, seven engineering geologists, and more than 30 field/laboratory technicians and materials inspectors. NMG is based in Irvine where its soil and concrete testing laboratories are located, and primarily serves the southern California region, from San Diego to Santa Clarita, and into the Inland Empire. NMG project types vary widely from public works, institutional, to large acreage master planned communities. Public and semi-public clients include numerous water districts (Irvine Ranch, Orange County, Santa Margarita, Metropolitan, Mesa Consolidated), school districts (Capistrano Unified, Tustin Unified), transportation departments (OCTA, Caltrans), and numerous local municipalities. Private clients include large developers and the majority of major homebuilders in southern California. A significant portion of NMG's service to the private sector include the infrastructure associated with these developments, including reservoirs, bridges, streets, drainage facilities, and utilities.

The project geotechnical engineering and management for the project will be Mr. Karlos Markouzos in conjunction with Mr. Reza Saberi, Associate Engineer. The project geologist will be Mr. William Goodman, Principal Geologist. NMG's field technician team will be utilized for observation and testing. The resumes for NMG's main project team are attached.

Based on NMG's large and experienced staff of field technicians, the proximity of our office to the project site, and our ongoing work in the Tustin Legacy area, we will be able to cover and respond quickly to the project construction needs for geotechnical observation and testing. Our work will be performed in accordance with the overall project schedule and in coordination with the IRWD inspector.

If you have any questions regarding this proposal, please contact our office. We appreciate this opportunity to offer our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.



Karlos Markouizos, RCE 50312
Principal Engineer



Reza Saberi, RCE 74678
Associate Engineer

KGM/RS/grd

Attachments: Resumes for Mr. Karlos Markouizos, Mr. Reza Saberi, and Mr. William Goodman

Distribution: (3) Addressee



March 12, 2015

Project No. 15032-01
PR 21163 (4985)
NMG DIR No. 1000012946

To: Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, California 92618

Attention: Mr. Richard Mori

Subject: Cost Proposal for Geotechnical Services during Construction of the Peters Canyon Channel Pipeline Water Capture and Reuse Pipeline, Cities of Irvine and Tustin, California.

Reference: NMG Geotechnical, Inc., 2015, Proposal for Geotechnical Services during Construction of the Peters Canyon Channel Pipeline Water Capture and Reuse Pipeline, Cities of Irvine and Tustin, California, Project No. 15032-01, dated March 12, 2015.

NMG's cost estimate is based on the specific information provided in the referenced proposal. We have tabulated our costs using the Work Delineation and Fee Proposal document included in the RFP that provided estimated duration and total hours for "Observation and Field Testing" and "Special Services." NMG expanded the scope of services to include additional observation and testing tasks for subgrade, aggregate base/subbase for the access road pavement and other new concrete which were not listed in the RFP. The proposal takes into account NMG's local experience and the fact that we will have soil technicians present at the Tustin Legacy and PCC sites which will help our efficiency.

A detailed breakdown of NMG's fee proposal, including the additional services, adjusted hours, staffing level and laboratory testing is presented in Table 1 (attached). Please note the overall cost presented in the Fee Proposal and Table 1 is the same.

We propose to conduct the services described herein and the referenced proposal on a time-and-materials basis, not-to-exceed the total amount, in accordance with the attached professional fee schedule. Additions to our scope of services would be calculated as they arise based on the attached fee schedule.

If you have any questions regarding this cost proposal, please contact the office. We appreciate the opportunity to offer our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.



Karlos Markouizos, RCE 50312
Principal Engineer



Reza Saberi, RCE 74678
Associate Engineer

KGM/RS/grd

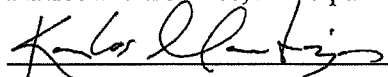
Attachments: Work Delineation and Fee Proposal
Table 1 – Scope of Services and Estimated Cost
2012 Professional Fee Schedule

Distribution: (1) Addressee

Proposal Format and Requested Information

Construction Phase Geotechnical Services for the
Peters Canyon Channel Pipeline Water Capture and Reuse Pipeline Project
PR 21163 (4985)

Submitted by: NMG Geotechnical, Inc.
Karlos Markouizos, Principal Engineer

 March 12, 2015

WORK DELINEATION AND FEE PROPOSAL

On a separate sheet, provide additional breakdown as necessary of the efforts required under each Task listed in this fee proposal.

- 1. **Project Management**.....Hours 20 **Total: \$ 2,800**
- 2. **Daily Reports**.....**Total: \$ 2,670**
- 3. **Observation and Field Testing**.....**Total: \$ 88,460**

Compaction Testing..... Subtotal: \$ 52,154

Pipeline sub-grade and backfill.....110 days @ 4 hrs / day
Buried structures sub-grade and backfill.....25 days @ 4 hrs / day
Appurtenances, above-grade equipment sub-grade.....10 days @ 2 hrs / day
Como jack and bore pits sub-grade and backfill.....8 days @ 2 hrs / day

Observation..... Subtotal: \$ 24,380

Como jack and bore pits sub-grade preparation, backfill.....8 days @ 6 hrs / day
Como jack and bore pits dewatering activities.....10 days @ 2 hrs / day
Como jack and bore pits shoring install/removal.....15 days @ 6 hrs / day
Pipeline connection at Main Street shoring install/removal...7 days @ 4 hrs / day
Buried structures shoring installation and removal.....10 days @ 4 hrs / day

Materials Inspection/Testing..... Subtotal: \$ 11,926

Concrete.....16 days @ 4 hrs / day
Imported sand.....1 days @ 2 hrs / day
Native backfill.....2 days @ 4 hrs / day
Crushed rock.....1 days @ 2 hrs / day
Asphalt concrete paving (bike trail).....7 days @ 6 hrs / day
Asphalt aggregate base (bike trail).....7 days @ 2 hrs / day
CMU block and grout.....1 days @ 2 hrs / day

Request for Proposals for Construction Phase Geotechnical Services for the Peters Canyon Channel
Water Capture and Reuse Pipeline Project
February 17, 2015

Other Observation and/or Testing..... Subtotal: \$ 0

Any additional required observation or testing tasks not listed above (include estimated days and hours per day per task) – See Table 1

4. Laboratory Testing..... **Total: \$ 10,476**

List specific tests and quantities as required by the specifications. – See Table 1

5. Geologist / Engineer / Office Support / Administration..... **Total: \$ 5,000**

A. **Meetings**..... Subtotal: \$ 2,500

B. **Technical Support**..... Subtotal: \$ 2,500

6. Final Report..... **Total: \$ 3,600**

Three (3) hard copies and 1 color PDF file on CD

7. Special Services..... **Total: \$ 15,320**

Work under this task shall only be performed as requested and as authorized by IRWD.
Provide a budget for the following stipulated tasks and time allowances.

A. **Field Technician – 15 days @ 8 hrs / day**..... Subtotal: \$ 10,680

B. **Geologist/Engineer – 5 days @ 8 hrs / day**..... Subtotal: \$ 4,640

TOTAL PROPOSED FEE: \$ 128,326
(Tasks 1 – 7)

**TABLE 1
SCOPE OF SERVICES AND ESTIMATED COSTS**

15032-01
March 12, 2015

IRWD - PCC WATER CAPTURE AND REUSE PIPELINE				
Category	Staff Level	Hours	Unit Rate	Cost
1. PROJECT MANAGEMENT				
	Principal/Associate Eng/Geo	20	\$140	\$2,800
	Subtotal Task 1:			\$2,800
2. DAILY REPORTS				
	Prevailing Wage Technician	30	\$89	\$2,670
	Subtotal Task 2:			\$2,670
3. OBSERVATION AND FIELD TESTING				
3a. Compaction Testing				
Pipeline Subgrade and Backfill				
Pressure Pipeline Trench Backfill	Prevailing Wage Technician	255	\$89	\$22,695
Diversion Structure to Main Line Trench Backfill	Prevailing Wage Technician	80	\$89	\$7,120
Water Line Relocation Trench Backfill	Prevailing Wage Technician	10	\$89	\$890
Electric Line to POC Trench Backfill	Prevailing Wage Technician	50	\$89	\$4,450
Yard Piping Trench Backfill	Prevailing Wage Technician	45	\$89	\$4,005
	Subtotal:	440		\$39,160
Buried Structures Subgrade and Backfill				
Pipeline Connection to Existing Sewer	Prevailing Wage Technician	15	\$89	\$1,335
Intake Structure Subgrade and Backfill	Prevailing Wage Technician	15	\$89	\$1,335
Wet Well Subgrade and Backfill	Prevailing Wage Technician	30	\$89	\$2,670
Valve and Flow Meter Vault Subgrade and Backfill	Prevailing Wage Technician	40	\$89	\$3,560
Catch Basin Subgrade and Backfill	Prevailing Wage Technician	10	\$89	\$890
	Subtotal:	110		\$9,790
Appurtenances, Above-Grade Equipment Subgrade				
Transformer/Electrical Pad Subgrade	Prevailing Wage Technician	6	\$89	\$534
Yard Pavement Subgrade	Prevailing Wage Technician	8	\$89	\$712
V-Ditch Relocation Subgrade	Prevailing Wage Technician	3	\$89	\$267
Sidewalk Replacement Subgrade	Prevailing Wage Technician	3	\$89	\$267
	Subtotal:	20		\$1,780
Como Jack and Bore Pits Subgrade and Backfill				
	Prevailing Wage Technician	16	\$89	\$1,424
	Subtotal Task 3a:	586		\$52,154
3b. Observation				
Como Jack and Bore Pits Subgrade Preparation and Backfill	Prevailing Wage Technician	48	\$89	\$4,272
Como Jack and Bore Pits Dewatering Activities	Prevailing Wage Technician	20	\$89	\$1,780
Como Jack and Bore Pits Shoring Install/Removal	Project Geologist	90	\$116	\$10,440
Pipeline Connection at Main Street Shoring Install/Removal	Project Geologist	28	\$116	\$3,248
Buried Structures Shoring Install/Removal	Project Geologist	40	\$116	\$4,640
	Subtotal Task 3b:	226		\$24,380
3c. Materials Inspection/Testing				
Concrete	Prevailing Wage Technician	64	\$89	\$5,696
Imported Sand	Prevailing Wage Technician	2	\$89	\$178
Native Backfill	Prevailing Wage Technician	8	\$89	\$712
Crushed Rock	Prevailing Wage Technician	2	\$89	\$178
Asphalt Concrete Paving Aggregate Base (Bike Trail)	Prevailing Wage Technician	14	\$89	\$1,246
Asphalt Concrete Paving (Bike Trail)	Prevailing Wage Technician	42	\$89	\$3,738
CMU Block and Grout	Prevailing Wage Technician	2	\$89	\$178
	Subtotal Task 3c:	134		\$11,926
3d. Other Observation and/or Testing plus Adjusted Hours				
Subgrade and Aggregate Base for Access Road Pavement (addition)	Prevailing Wage Technician	12	\$89	\$1,068
Aggregate Base or Sub-Base for New PCC, Repairs or Other Concrete (addition)	Prevailing Wage Technician	12	\$89	\$1,068
Adjusted Compaction Testing Services (deduct)	Prevailing Wage Technician	-24	\$89	-\$2,136
	Subtotal Task 3d:	0		\$0
	Subtotal Task 3:			\$88,460

**TABLE 1
SCOPE OF SERVICES AND ESTIMATED COSTS**

15032-01
March 12, 2015

IRWD - PCC WATER CAPTURE AND REUSE PIPELINE				
Category	Staff Level	Hours	Unit Rate	Cost
4. LABORATORY TESTING				
	Maximum Density	20	\$200	\$4,000
	Sieve Analysis	6	\$88	\$528
	Asphalt Density	6	\$230	\$1,380
	Extraction and % Asphalt	6	\$300	\$1,800
	Asphalt Gradation	6	\$100	\$600
	Sand Equivalent	6	\$78	\$468
	Concrete Cylinder (Set)	16	\$100	\$1,600
	Grout Box	1	\$100	\$100
	Subtotal Task 4:			\$10,476
5. GEOLOGIST / ENGINEER / OFFICE SUPPORT / ADMINISTRATION				
5a. Meetings				\$2,500
5b. Technical Support				\$2,500
	Subtotal Task 5:			\$5,000
6. FINAL REPORT				
	Subtotal Task 6:			\$3,600
7. SPECIAL SERVICES				
7a. Field Technician	Prevailing Wage Technician	120	\$89	\$10,680
7b. Geologist/Engineer	Project Eng/Geo	40	\$116	\$4,640
	Subtotal Task 7:			\$15,320
	TOTAL COST ESTIMATE:			\$128,326



2012 PROFESSIONAL FEE SCHEDULE

HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist.....	\$140
Project Engineer/Geologist	\$116
Senior Staff Engineer/Geologist.....	\$ 98
Supervisory Technician.....	\$ 98
Staff Engineer/Geologist	\$ 89
Senior Project Technician	\$ 89
Project Technician.....	\$ 82
Staff Technician.....	\$ 73
CAD Drafter/Technical Illustrator	\$ 73
Word Processor.....	\$ 65
Technical Assistant	\$ 53

LABORATORY TESTING

Moisture Content	\$ 15	Consolidation.....	\$190
Moisture Content & Density	\$ 25	- For time-rate, add \$35/increment	
Atterberg Limits.....	\$140	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis	\$ 88	- For reload, add \$100/cycle	
Finer than No. 200 Sieve.....	\$ 58	Hydroconsolidation/Collapse.....	\$120
Hydrometer Analysis.....	\$ 93	Undisturbed Direct Shear	\$180
Maximum Dry Density.....	\$200	Undisturbed Direct Shear – Slow.....	\$275
Maximum Dry Density with Oversize Particle.....	\$235	Remolded Direct Shear	\$225
Caltrans 216 Maximum Density.....	\$185	Remolded Direct Shear – Slow.....	\$350
Sand Equivalent.....	\$ 78	Residual Direct Shear	\$550
Soluble Sulfate Content.....	\$ 58	R-Value	\$230
Expansion Index	\$150	Asphalt Maximum Density.....	\$230
Concrete, Mortar or Grout Compression (per cylinder/cube/prism).....	\$ 25	Gunite/Shotcrete Panel Coring & Testing.....	\$100
CMU Grouted Prisms			
- Compression Test ≤8" x 8" x 16"	\$ 180		
- Compression Test >8" x 8" x 16"	\$ 250		

NOTES

1. *Prevailing Wage is invoiced at Senior Project Technician rate.*
2. *No additional charges for field vehicle usage, nuclear gauge, or overtime work (except for prevailing wage).*
3. *Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.*
4. *Delivery and outside reproduction charges will be invoiced at cost.*
5. *Outside laboratory test charges will be invoiced at cost.*

EXHIBIT "G"

Bid Opening: Thursday, March 12, 2015 @ 2:00 p.m.

Irvine Ranch Water District Bid Summary For
Peters Canyon Channel Water Capture and Reuse Pipeline
PR 21163 (4985)

Entered By: J.K. Irely

Item No.	Description	Qty	Unit	Engineer's Estimate		1 E.J. Meyer Company Highland, CA		2 Vido Artukovich & Sons South El Monte, CA		3 CCL Contracting Inc. Escondido, CA		4 Sully-Miller Contracting Brea, CA		5 Paulus Engineering, Inc. Anaheim, CA		6 W.A. Rasic Construction Long Beach, CA	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization, bonds, demobilization and clean-up.	1	LS	\$300,000	\$300,000.00	\$275,000.00	\$275,000.00	\$300,000.00	\$300,000.00	\$310,000.00	\$310,000.00	\$320,000.00	\$320,000.00	\$265,000.00	\$265,000.00	\$370,000.00	\$370,000.00
2	16-inch Epoxy Lined, CMC or Epoxy Coated Steel Pipe (Sta. 100+01 to Sta. 100+81)	1	LS	\$45,000	\$45,000.00	\$75,000.00	\$75,000.00	\$40,000.00	\$40,000.00	\$85,000.00	\$85,000.00	\$55,000.00	\$55,000.00	\$152,458.00	\$152,458.00	\$50,000.00	\$50,000.00
3	16-inch CML&C Steel Pipe	878	LF	\$145	\$127,310.00	\$530.00	\$465,340.00	\$260.00	\$228,280.00	\$435.00	\$381,930.00	\$440.00	\$386,320.00	\$568.00	\$498,704.00	\$600.00	\$526,800.00
4	16-inch C905 PVC Pipe, DR-18, (Sta. 102+30 to Sta. 133+10)	3080	LF	\$165	\$508,200.00	\$215.00	\$662,200.00	\$250.00	\$770,000.00	\$126.00	\$388,080.00	\$110.00	\$338,800.00	\$162.00	\$498,960.00	\$175.00	\$539,000.00
5	16-inch C905 PVC Pipe, DR-18 (Sta. 136+80 to Sta. 159+80)	2300	LF	\$75	\$172,500.00	\$230.00	\$529,000.00	\$250.00	\$575,000.00	\$128.00	\$294,400.00	\$120.00	\$276,000.00	\$147.00	\$338,100.00	\$175.00	\$402,500.00
6	16-inch C905 PVC Pipe, DR-18 (Sta. 164+10 to Sta. 196+00)	3190	LF	\$235	\$749,650.00	\$240.00	\$765,600.00	\$250.00	\$797,500.00	\$181.00	\$577,390.00	\$145.00	\$462,550.00	\$135.00	\$430,650.00	\$250.00	\$797,500.00
7	16-inch C905 PVC Pipe, DR-18 (Sta. 196+00 to Sta. 216+00)	2000	LF	\$95	\$190,000.00	\$125.00	\$250,000.00	\$250.00	\$500,000.00	\$116.00	\$232,000.00	\$115.00	\$230,000.00	\$83.00	\$166,000.00	\$160.00	\$320,000.00
8	14-inch C905 PVC Pipe, DR-18 (Sta. 217+95 to Sta. 230+50; Sta. 232+90 to Sta. 242+00)	2165	LF	\$90	\$194,850.00	\$110.00	\$238,150.00	\$245.00	\$530,425.00	\$105.00	\$227,325.00	\$90.00	\$194,850.00	\$78.00	\$168,870.00	\$150.00	\$324,750.00
9	14-inch CML&C Steel Pipe (Sta. 230+50 to Sta. 232+90; Sta. 242+00 to Sta. 242+50; Sta. 245+33 to Sta. 245+81)	338	LF	\$355	\$119,990.00	\$530.00	\$179,140.00	\$250.00	\$84,500.00	\$512.00	\$173,056.00	\$415.00	\$140,270.00	\$573.00	\$193,674.00	\$650.00	\$219,700.00
10	14-inch CML&C Steel Pipe within 24-inch Steel Casing (Sta. 242+50 to Sta. 245+33)	283	LF	\$80	\$22,640.00	\$150.00	\$42,450.00	\$150.00	\$42,450.00	\$170.00	\$48,110.00	\$210.00	\$59,430.00	\$142.00	\$40,186.00	\$120.00	\$33,960.00
11	Bore and Jack Operation at Como Channel including Construction of Bore and Receiving Pit and 24-inch Steel Casing and Appurtenances	1	LS	\$640,000	\$640,000.00	\$250,000.00	\$250,000.00	\$300,000.00	\$300,000.00	\$347,000.00	\$347,000.00	\$325,000.00	\$325,000.00	\$511,111.00	\$511,111.00	\$325,000.00	\$325,000.00
12	12-inch CML&C Steel Pipe (Sta. 101+05 to Sta. 101+80; Sta. 160+15 to Sta. 160+45; Sta. 161+75 to Sta. 161+83)	113	LF	\$335	\$37,855.00	\$475.00	\$53,675.00	\$240.00	\$27,120.00	\$708.00	\$80,004.00	\$480.00	\$54,240.00	\$717.00	\$81,021.00	\$800.00	\$90,400.00
13	12-inch Epoxy Lined and Painted Steel Pipe Hang on Barranca Bridge	130	LF	\$1,000	\$130,000.00	\$775.00	\$100,750.00	\$800.00	\$104,000.00	\$415.00	\$53,950.00	\$670.00	\$87,100.00	\$533.00	\$69,290.00	\$650.00	\$84,500.00
14	10-inch CML&C Steel Pipe (Sta. 246+00 to Sta. 246+40; Sta. 265+60 to Sta. 266+25; Sta. 267+60 to Sta. 268+10)	155	LF	\$270	\$41,850.00	\$375.00	\$58,125.00	\$235.00	\$36,425.00	\$464.00	\$71,920.00	\$290.00	\$44,950.00	\$486.00	\$75,330.00	\$575.00	\$89,125.00
15	10-inch C900 PVC Pipe, DR-14 (Sta. 246+40 to Sta. 265+60)	1920	LF	\$195	\$374,400.00	\$150.00	\$288,000.00	\$225.00	\$432,000.00	\$161.00	\$309,120.00	\$250.00	\$480,000.00	\$189.00	\$362,880.00	\$100.00	\$192,000.00
16	10-inch C900 PVC Pipe, DR-14 (Sta. 268+10 to Sta. 271+01.64)	292	LF	\$150	\$43,800.00	\$160.00	\$46,720.00	\$225.00	\$65,700.00	\$250.00	\$73,000.00	\$165.00	\$48,180.00	\$104.00	\$30,368.00	\$150.00	\$43,800.00
17	8-inch CML&C Steel Pipe (Sta. 266+25 to Sta. 266+36; Sta. 267+40 to Sta. 267+60)	31	LF	\$385	\$11,935.00	\$500.00	\$15,500.00	\$200.00	\$6,200.00	\$710.00	\$22,010.00	\$330.00	\$10,230.00	\$616.00	\$19,096.00	\$770.00	\$23,870.00
18	8-inch Epoxy Lined and Painted Steel Pipe Hang on Walnut Bridge	104	LF	\$800	\$83,200.00	\$700.00	\$72,800.00	\$800.00	\$83,200.00	\$433.00	\$45,032.00	\$450.00	\$46,800.00	\$470.00	\$48,880.00	\$575.00	\$59,800.00
19	16-inch Butterfly Valve with Valve Box Assembly	3	EA	\$10,000	\$30,000.00	\$5,500.00	\$16,500.00	\$7,500.00	\$22,500.00	\$4,600.00	\$13,800.00	\$6,500.00	\$19,500.00	\$5,300.00	\$15,900.00	\$6,000.00	\$18,000.00
20	12-inch Butterfly Valve with Valve Box Assembly	1	EA	\$8,000	\$8,000.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$2,800.00	\$2,800.00	\$3,900.00	\$3,900.00	\$3,100.00	\$3,100.00	\$4,000.00	\$4,000.00
21	8-inch Gate Valve with Valve Box Assembly	1	EA	\$5,000	\$5,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$1,900.00	\$1,900.00	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00
22	2-inch Combination Air Release and Vacuum Valve Assembly	10	EA	\$10,500	\$105,000.00	\$5,500.00	\$55,000.00	\$3,500.00	\$35,000.00	\$9,600.00	\$96,000.00	\$5,800.00	\$58,000.00	\$5,890.00	\$58,900.00	\$7,500.00	\$75,000.00
23	1-inch Combination Air Release and Vacuum Valve Assembly	2	EA	\$9,000	\$18,000.00	\$4,500.00	\$9,000.00	\$3,000.00	\$6,000.00	\$4,800.00	\$9,600.00	\$4,900.00	\$9,800.00	\$6,000.00	\$12,000.00	\$6,500.00	\$13,000.00
24	1-inch Manual Air Release Valve Assembly	1	EA	\$2,000	\$2,000.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$2,800.00	\$2,800.00	\$5,300.00	\$5,300.00	\$3,800.00	\$3,800.00	\$2,500.00	\$2,500.00
25	4-inch Blow Off Assembly	3	EA	\$14,000	\$42,000.00	\$13,000.00	\$39,000.00	\$7,500.00	\$22,500.00	\$6,000.00	\$18,000.00	\$14,000.00	\$42,000.00	\$10,000.00	\$30,000.00	\$13,000.00	\$39,000.00

Bid Opening: Thursday, March 12, 2015 @ 2:00 p.m.

Irvine Ranch Water District Bid Summary For
Peters Canyon Channel Water Capture and Reuse Pipeline
PR 21163 (4985)

Entered By: J.K. Irey

Item No.	Description	Qty	Unit	Engineer's Estimate		1		2		3		4		5		6	
				E.J. Meyer Company		Vido Artukovich & Sons		CCL Contracting Inc.		Sully-Miller Contracting		Paulus Engineering, Inc.		W.A. Rasic Construction			
				Highland, CA	South El Monte, CA	Escondido, CA	Brea, CA	Anaheim, CA	Long Beach, CA								
			Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	
26	12-inch Double Ball Expansion Valve	2	EA	\$8,000	\$16,000.00	\$7,500.00	\$15,000.00	\$10,000.00	\$20,000.00	\$10,000.00	\$20,000.00	\$12,000.00	\$24,000.00	\$13,000.00	\$26,000.00	\$11,000.00	\$22,000.00
27	8-inch Double Ball Expansion Valve	2	EA	\$6,500	\$13,000.00	\$4,500.00	\$9,000.00	\$7,500.00	\$15,000.00	\$6,000.00	\$12,000.00	\$8,100.00	\$16,200.00	\$8,000.00	\$16,000.00	\$7,500.00	\$15,000.00
28	Corrosion Protection Facilities	1	LS	\$35,000	\$35,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$9,000.00	\$9,000.00	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
29	Concrete Cap	320	LF	\$60	\$19,200.00	\$100.00	\$32,000.00	\$100.00	\$32,000.00	\$80.00	\$25,600.00	\$65.00	\$20,800.00	\$85.00	\$27,200.00	\$70.00	\$22,400.00
30	Concrete Anchor Block	4	EA	\$1,000	\$4,000.00	\$4,500.00	\$18,000.00	\$1,000.00	\$4,000.00	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00	\$9,600.00	\$38,400.00	\$2,500.00	\$10,000.00
31	Concrete Pipe Support under large utilities	2	EA	\$500	\$1,000.00	\$6,000.00	\$12,000.00	\$1,000.00	\$2,000.00	\$1,250.00	\$2,500.00	\$2,000.00	\$4,000.00	\$2,700.00	\$5,400.00	\$1,500.00	\$3,000.00
32	Back Pressure and Meter Vault Assembly at Main Street	1	LS	\$90,000	\$90,000.00	\$125,000.00	\$125,000.00	\$140,000.00	\$140,000.00	\$137,000.00	\$137,000.00	\$115,000.00	\$115,000.00	\$115,000.00	\$115,000.00	\$200,000.00	\$200,000.00
33	Valencia Intake Structure	1	LS	\$55,000	\$55,000.00	\$70,000.00	\$70,000.00	\$25,000.00	\$25,000.00	\$135,000.00	\$135,000.00	\$150,000.00	\$150,000.00	\$126,000.00	\$126,000.00	\$180,000.00	\$180,000.00
34	Valencia Diversion Structure, Wet Well and Valve Vault Assembly	1	LS	\$390,000	\$390,000.00	\$325,000.00	\$325,000.00	\$175,000.00	\$175,000.00	\$512,000.00	\$512,000.00	\$350,000.00	\$350,000.00	\$433,000.00	\$433,000.00	\$600,000.00	\$600,000.00
35	Edinger Intake Structure	1	LS	\$65,000	\$65,000.00	\$45,000.00	\$45,000.00	\$35,000.00	\$35,000.00	\$127,000.00	\$127,000.00	\$175,000.00	\$175,000.00	\$115,041.00	\$115,041.00	\$180,000.00	\$180,000.00
36	Edinger Diversion Structure, Wet Well and Valve Vault Assembly	1	LS	\$420,000	\$420,000.00	\$375,000.00	\$375,000.00	\$200,000.00	\$200,000.00	\$506,000.00	\$506,000.00	\$380,000.00	\$380,000.00	\$520,000.00	\$520,000.00	\$680,000.00	\$680,000.00
37	Como Channel Intake Structure	1	LS	\$40,000	\$40,000.00	\$75,000.00	\$75,000.00	\$40,000.00	\$40,000.00	\$90,000.00	\$90,000.00	\$135,000.00	\$135,000.00	\$120,000.00	\$120,000.00	\$160,000.00	\$160,000.00
38	Como Channel Diversion Structure, Desilting Basin, Wet Well and Valve Vault Assembly	1	LS	\$730,000	\$730,000.00	\$525,000.00	\$525,000.00	\$250,000.00	\$250,000.00	\$723,000.00	\$723,000.00	\$450,000.00	\$450,000.00	\$487,000.00	\$487,000.00	\$950,000.00	\$950,000.00
39	Walnut GWTF Meter Vault Assembly by Como Channel	1	LS	\$40,000	\$40,000.00	\$30,000.00	\$30,000.00	\$100,000.00	\$100,000.00	\$63,000.00	\$63,000.00	\$60,000.00	\$60,000.00	\$62,000.00	\$62,000.00	\$75,000.00	\$75,000.00
40	IRWD Sewer Connection at Main Street	1	LS	\$25,000	\$25,000.00	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$19,000.00	\$19,000.00	\$32,000.00	\$32,000.00	\$60,000.00	\$60,000.00	\$15,000.00	\$15,000.00
41	Walnut GWTF Connection	1	LS	\$15,000	\$15,000.00	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00	\$16,000.00	\$16,000.00	\$12,000.00	\$12,000.00	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00
42	12-inch Water Relocation at Moffett Drive	1	LS	\$15,000	\$15,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00	\$8,700.00	\$8,700.00	\$40,000.00	\$40,000.00
43	Demolition and Removal of Trees and Landscaping at Como Channel	1	LS	\$20,000	\$20,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
44	5-inch PVC conduit for SCE	4310	LS	\$120	\$517,200.00	\$85.00	\$366,350.00	\$50.00	\$215,500.00	\$132.00	\$568,920.00	\$65.00	\$280,150.00	\$130.00	\$560,300.00	\$100.00	\$431,000.00
45	Electrical Pull Boxes	6	EA	\$8,000	\$48,000.00	\$7,500.00	\$45,000.00	\$2,500.00	\$15,000.00	\$2,500.00	\$15,000.00	\$8,000.00	\$48,000.00	\$7,500.00	\$45,000.00	\$5,000.00	\$30,000.00
46	Electrical and instrumentation equipment and facilities	1	LS	\$700,000	\$700,000.00	\$700,000.00	\$700,000.00	\$925,000.00	\$925,000.00	\$850,000.00	\$850,000.00	\$780,000.00	\$780,000.00	\$1,000,000.00	\$1,000,000.00	\$700,000.00	\$700,000.00
47	Slurry Seal within the City of Tustin	8400	SF	\$0.50	\$4,200.00	\$0.60	\$5,040.00	\$1.50	\$12,600.00	\$1.40	\$11,760.00	\$2.50	\$21,000.00	\$0.75	\$6,300.00	\$2.50	\$21,000.00
48	Cold Plane and 0.12' AC Overlay within the City of Tustin	25000	SF	\$3	\$75,000.00	\$2.50	\$62,500.00	\$1.80	\$45,000.00	\$2.70	\$67,500.00	\$3.00	\$75,000.00	\$1.95	\$48,750.00	\$4.00	\$100,000.00
49	Remove and Replace Pavers on Sonora Street	600	SF	\$15	\$9,000.00	\$7.00	\$4,200.00	\$30.00	\$18,000.00	\$14.00	\$8,400.00	\$15.00	\$9,000.00	\$14.39	\$8,634.00	\$20.00	\$12,000.00
50	Slurry Seal within the City of Irvine	44000	SF	\$0.50	\$22,000.00	\$0.50	\$22,000.00	\$0.70	\$30,800.00	\$0.65	\$28,600.00	\$1.00	\$44,000.00	\$0.75	\$33,000.00	\$1.00	\$44,000.00
51	Replace Como Bike Path (Edge to Edge)	13000	SF	\$10	\$130,000.00	\$7.00	\$91,000.00	\$10.00	\$130,000.00	\$8.00	\$104,000.00	\$12.00	\$156,000.00	\$6.50	\$84,500.00	\$13.00	\$169,000.00
52	Replace Damaged Traffic Loops, Detectors and Wiring	6	EA	\$1,500	\$9,000.00	\$650.00	\$3,900.00	\$700.00	\$4,200.00	\$1,000.00	\$6,000.00	\$2,000.00	\$12,000.00	\$800.00	\$4,800.00	\$1,500.00	\$9,000.00
53	System Integration	1	LS	\$100,000	\$100,000.00	\$43,760.00	\$43,760.00	\$43,760.00	\$43,760.00	\$43,760.00	\$43,760.00	\$43,760.00	\$43,760.00	\$43,760.00	\$43,760.00	\$43,760.00	\$43,760.00
54	Traffic Control	1	LS	\$100,000	\$100,000.00	\$50,000.00	\$50,000.00	\$75,000.00	\$75,000.00	\$12,000.00	\$12,000.00	\$300,000.00	\$300,000.00	\$36,000.00	\$36,000.00	\$100,000.00	\$100,000.00
55	Prepare Record Drawings	1	LS	\$25,000	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
56	Erosion Control Measures	1	LS	\$15,000	\$15,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$22,000.00	\$22,000.00	\$85,000.00	\$85,000.00	\$42,000.00	\$42,000.00	\$100,000.00	\$100,000.00
57	Operations and Maintenance Manuals	1	LS	\$25,000	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
58	Project Dewatering: Procure and conform to NPDES permit	1	LS	\$95,000	\$95,000.00	\$30,000.00	\$30,000.00	\$200,000.00	\$200,000.00	\$30,000.00	\$30,000.00	\$300,000.00	\$300,000.00	\$25,000.00	\$25,000.00	\$400,000.00	\$400,000.00
59	Prepare and Implement SWPPP	1	LS	\$20,000	\$20,000.00	\$5,000.00	\$5,000.00	\$30,000.00	\$30,000.00	\$5,600.00	\$5,600.00	\$70,000.00	\$70,000.00	\$4,000.00	\$4,000.00	\$50,000.00	\$50,000.00
60	Sheeting, Shoring and Bracing	1	LS	\$109,220	\$109,220.00	\$143,077.00	\$143,077.00	\$300,000.00	\$300,000.00	\$120,000.00	\$120,000.00	\$375,000.00	\$375,000.00	\$575,000.00	\$575,000.00	\$500,000.00	\$500,000.00
	Subtotal				\$8,000,000.00		\$7,877,777.00		\$8,501,160.00		\$8,287,867.00		\$8,386,630.00		\$8,869,463.00		\$10,629,365.00
	Adjustment (+ or -)						\$0.00		(\$346,160.00)		(\$200,000.00)		\$0.00		\$0.00		\$0.00
	TOTAL AMOUNT OF BID				\$8,000,000.00		\$7,877,777.00		\$7,955,000.00		\$8,087,867.00		\$8,386,630.00		\$8,869,463.00		\$10,629,365.00


Bid Opening: Thursday, March 12, 2015 @ 2:00 p.m.


Irvine Ranch Water District Bid Summary For
 Peters Canyon Channel Water Capture and Reuse Pipeline
 PR 21163 (4985)


Entered By: J.K. Irely

Item No.	Description	Engineer's Estimate		1 E.J. Meyer Company Highland, CA		2 Vido Artukovich & Sons South El Monte, CA		3 CCL Contracting Inc. Escondido, CA		4 Sully-Miller Contracting Brea, CA		5 Paulus Engineering, Inc. Anaheim, CA		6 W.A. Rasic Construction Long Beach, CA	
		Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
		Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
				<u>Item Delivery Dates:</u>		<u>Item Delivery Dates:</u>		<u>Item Delivery Dates:</u>		<u>Item Delivery Dates:</u>		<u>Item Delivery Dates:</u>		<u>Item Delivery Dates:</u>	
				Submersible Pumps: 70 days		Submersible Pumps: 120 days		Submersible Pumps: 120 days		Submersible Pumps: 84 days		Submersible Pumps: 100 days		Submersible Pumps: 84 days	
				Pressure Sustaining Valve (Back Pressure): 56 days		Pressure Sustaining Valve (Back Pressure): 60 days		Pressure Sustaining Valve (Back Pressure): 30 days		Pressure Sustaining Valve (Back Pressure): 56 days		Pressure Sustaining Valve (Back Pressure): 14-21 days		Pressure Sustaining Valve (Back Pressure): 42 days	
				Magnetic Flow Meters: 42 days		Magnetic Flow Meters: 60 days		Magnetic Flow Meters: 40 days		Magnetic Flow Meters: 42 days		Magnetic Flow Meters: 21-28 days		Magnetic Flow Meters: 42 days	
				Precast Concrete Wet Wells: 35 days		Precast Concrete Wet Wells: 60 days		Precast Concrete Wet Wells: 60 days		Precast Concrete Wet Wells: 35 days		Precast Concrete Wet Wells: 42-56 days		Precast Concrete Wet Wells: 35 days	
				Precast Concrete Vaults: 35 days		Precast Concrete Vaults: 60 days		Precast Concrete Vaults: 60 days		Precast Concrete Vaults: 35 days		Precast Concrete Vaults: 42-56 days		Precast Concrete Vaults: 35 days	
				Control Panels: 90 days		Control Panels: 90 days		Control Panels: 100 days		Control Panels: 98 days		Control Panels: 98 days		Control Panels: 84 days	
				VFD: 90 days		VFD: 90 days		VFD: 100 days		VFD: 98 days		VFD: 98 days		VFD: 84 days	
				<u>Manufacturers:</u>		<u>Manufacturers:</u>		<u>Manufacturers:</u>		<u>Manufacturers:</u>		<u>Manufacturers:</u>		<u>Manufacturers:</u>	
				Submersible Pumps: ESSCO Pumps		Submersible Pumps: ESSCO Pumps & Controls		Submersible Pumps: ESSCO		Submersible Pumps: ESSCO Pump & Controls		Submersible Pumps: ESSCO Pump & Control		Submersible Pumps: ESSCO Pump & Control	
				Pressure Sustaining Valve (Back Pressure): Cla-Val		Pressure Sustaining Valve (Back Pressure): Cla-Val		Pressure Sustaining Valve (Back Pressure): Cla-Val		Pressure Sustaining Valve (Back Pressure): Cla-Val		Pressure Sustaining Valve (Back Pressure): Cla-Val		Pressure Sustaining Valve (Back Pressure): LCAZAL? (illegible on bid)	
				Magnetic Flow Meters: ABB		Magnetic Flow Meters: ABB		Magnetic Flow Meters: ABB		Magnetic Flow Meters: ABB		Magnetic Flow Meters: ABB		Magnetic Flow Meters: ABB	
				Precast Concrete Wet Wells: Olson Precast		Precast Concrete Wet Wells: Olson Precast		Precast Concrete Wet Wells: Olson Precast		Precast Concrete Wet Wells: Olson Precast		Precast Concrete Wet Wells: Jensen Precast		Precast Concrete Wet Wells: Olson Precast	
				Precast Concrete Vaults: Olson Precast		Precast Concrete Vaults: Olson Precast		Precast Concrete Vaults: Olson Precast		Precast Concrete Vaults: Olson Precast		Precast Concrete Vaults: Jensen Precast		Precast Concrete Vaults: Olson Precast	
				Control Panels: Tesco Controls		Control Panels: Tesco Controls		Control Panels: Tesco		Control Panels: Tesco Controls Inc.		Control Panels: Tesco Controls		Control Panels: Tesco	
				VFD: Allen Bradley		VFD: Allen Bradley		VFD: Allen Bradley		VFD: Tesco Controls Inc.		VFD: Tesco Controls		VFD: Allen Bradley	
				<u>Subcontractors:</u>		<u>Subcontractors:</u>		<u>Subcontractors:</u>		<u>Subcontractors:</u>		<u>Subcontractors:</u>		<u>Subcontractors:</u>	
				Bore & Jack: Golden State Boring & Pipe Jacking		Electrical: Southern Contracting		Boring & Pipe Jacking: Golden State Boring		Electrical: High-Light Electric		Concrete Flatware: EBS		Grind & Cap: All American Asphalt	
				Intakes Concrete Work: Pacific Structures		Asphalt Cap & Slurry Seal: All American Asphalt		Asphalt Grind & Cap & Slurry Seal: All American Asphalt		Boring: Golden State Boring		Concrete Structures: CMB		Precast Vaults: Olson Precast	
				Paving & Slurry Seal: All American Asphalt		Vaults & Wet Well: Olson Precast		Welding: Dean's Welding		Intake Structures: Robert Longway Inc.		Instrument Monitoring: ABC Lovin Digging		Bore & Jack: Ayala Boring	
				Electrical & Instrumentation: Southern Contracting		Bore Casing: Pacific Boring		Electrical: Southern Contracting				Dewatering: Foothill Dewatering		Electrical: Neal Electric	
												Grind & Cap/Slurry Seal: All American Asphalt			
												Sheet Pile: MC Bratney Co.			
												Boring: California Auger Boring Co.			
												Electrical: High-Light Electric			

May 26, 2015

Prepared by: M. Hoolihan 

Submitted by: K. Burton 

Approved by: Paul Cook 

ACTION CALENDAR

AGREEMENT WITH THE CITY OF TUSTIN FOR RELOCATION OF SERVICE CONNECTION OC-58, MITIGATION OF WELL 21 AND 22 IMPACTS, AND AMENDING AND RESTATING AGREEMENT FOR THE PREPARATION OF SAMP AND EXCHANGE OF TUSTIN LEGACY WELL SITES

SUMMARY:

Staff has been working with the City of Tustin on an agreement to relocate IRWD's and Metropolitan Water District's (MWD) OC-58 facilities and to abandon an existing IRWD well to allow the Warner Avenue extension to proceed on the Tustin Legacy project. The new agreement consolidates two existing agreements and addresses multiple outstanding issues between Tustin and IRWD. Staff recommends that the Board authorize the General Manger to execute the "Agreement between the City of Tustin and Irvine Ranch Water District for Relocation of Service Connection OC-58 and Mitigation of Well 21 and 22 Impacts, and Amending and Restating Agreement for the Preparation of SAMP and Exchange of Tustin Legacy Well Sites."

BACKGROUND:

Staff has been working with Tustin on an agreement for the relocation of IRWD's OC-58 facility in the intersection of Redhill Avenue and Warner Avenue. The OC-58 facility was formerly used to serve both the City of Tustin and El Toro Marine Corps Air Stations through the 18-inch "Navy" pipeline which has since been abandoned. The agreement will abandon the existing OC-58 facilities and replace both the 1996 "SAMP/Well Site Exchange Agreement" and the 2011 "Agreement for Cooperative Implementation of IRWD Well 21 and 22 Groundwater Treatment Project."

Under the new agreement, Tustin will pay for the abandonment of the OC-58 facility and Well 29H1, a former Irvine Company well currently owned by IRWD. Tustin will also grant new easements to IRWD and MWD for the relocation of the OC-58 facility, permanent easement to IRWD for a new well site, and relieve IRWD of all mitigation obligations from the Well 21 and 22 treatment project. In return, IRWD agrees to pay all costs for the future relocation of the OC-58 facility, quitclaim all existing OC-58 and Well 29H1 easements, and relinquish rights to purchase four new well sites on the Tustin Legacy property as identified in the 1996 SAMP/Well Site Exchange Agreement. Additionally, IRWD will pay Tustin \$90,000 for physical modifications to five Tustin wells as identified in the Well 21 and 22 Impact Analysis.

Easement documents for the new OC-58 site and the new well site have been finalized. Because the property for the proposed well site is currently owned by the Department of Navy (DON) and is pending final transfer to Tustin, an interim well site license agreement is required until Tustin can grant the permanent easement. The license agreement was reviewed by the DON and the DON imposed a requirement that an impact analysis of their groundwater cleanup operations be completed before any well is drilled. This requirement will be imposed on both the proposed

Action Calendar: Agreement with The City Of Tustin for Relocation of Service Connection OC-58, Mitigation of Well 21 and 22 Impacts, and Amending and Restating Agreement for the Preparation of SAMP and Exchange of Tustin Legacy Well Sites
May 26, 2015
Page 2

license agreement and the final transfer easements. IRWD added language to the agreement that the City, at no cost to IRWD, would procure an alternative well site for IRWD if IRWD could not drill a well in a timely manner or properly maintain a well at the park site due to DON restrictions. Final transfer of the property from the DON to Tustin is expected to occur sometime in 2017, at which time a permanent well easement and temporary construction easement for the well site will be executed.

The agreement is attached as Exhibit "A" and is expected to be presented to the Tustin City Council in May 2015 for final approval. Staff will be prepared to discuss the details of the agreement at the Committee meeting.

FISCAL IMPACTS:

The \$90,000 lump sum payment to the City of Tustin will be funded from the Wells 21 and 22 operating expenses.

ENVIRONMENTAL COMPLIANCE:

The City of Tustin was the California Environmental Quality Act (CEQA) lead agency for the Warner Avenue Extension project that included the demolition of the existing OC-58 facilities and abandonment of Well 29H1. The City of Tustin will be completing CEQA for the construction of a new Veteran's Sports Park at Tustin Legacy that will include the transfer of a new well site to IRWD. The OC-58 easement transfer is subject to the CEQA. In conformance with the California Code of Regulations Title 14, Chapter 3, Section 15004, the appropriate environmental document will be prepared when "meaningful information" becomes available. It is expected that a Notice of Exemption will be prepared and filed with the County of Orange.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on April 21, 2015.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE "AGREEMENT BETWEEN THE CITY OF TUSTIN AND IRVINE RANCH WATER DISTRICT FOR RELOCATION OF SERVICE CONNECTION OC-58, MITIGATION OF WELL 21 AND 22 IMPACTS, AND AMENDING AND RESTATING AGREEMENT FOR THE PREPARATION OF SAMP AND EXCHANGE OF TUSTIN LEGACY WELL SITES," SUBJECT TO NON-SUBSTANTIVE CHANGES.

Action Calendar: Agreement with The City Of Tustin for Relocation of Service Connection OC-58, Mitigation of Well 21 and 22 Impacts, and Amending and Restating Agreement for the Preparation of SAMP and Exchange of Tustin Legacy Well Sites
May 26, 2015
Page 3

LIST OF EXHIBITS:

Exhibit "A" – Agreement between the City of Tustin and Irvine Ranch Water District for Relocation of Service Connection OC-58 and Mitigation of Well 21 and 22 Impacts, and Amending and Restating Agreement for the Preparation of SAMP and Exchange of Tustin Legacy Well Sites

EXHIBIT "A"

AGREEMENT BETWEEN THE CITY OF TUSTIN AND IRVINE RANCH WATER DISTRICT FOR RELOCATION OF SERVICE CONNECTION OC-58 AND MITIGATION OF WELL 21 AND 22 IMPACTS, AND AMENDING AND RESTATING AGREEMENT FOR PREPARATION OF SAMP AND EXCHANGE OF TUSTIN LEGACY WELL SITES

THIS AGREEMENT ("Agreement"), dated as of this _____ day of _____, 2015, is made and entered into by and between the CITY OF TUSTIN, a municipal corporation ("CITY") and IRVINE RANCH WATER DISTRICT, a California water district formed under and existing pursuant to Section 34000 *et seq.* of the California Water Code ("IRWD"), each sometimes individually referred to as a "Party" and together as "Parties."

RECITALS:

WHEREAS, the Marine Corps Air Station, Tustin ("**MCAS Tustin**") is a former military installation of approximately 1,600 acres, located primarily within the boundaries of CITY and within the service boundary of IRWD. IRWD supplies domestic and recycled water service and sewer service to MCAS Tustin; and

WHEREAS, in conjunction with the development of MCAS Tustin, CITY is constructing public street improvements that will extend Warner Avenue east of the intersection of Warner Avenue and Red Hill Avenue ("**Intersection;**") and

WHEREAS, a service connection to the water distribution system of The Metropolitan Water District of Southern California ("**MWD**"), designated "OC-58" ("**OC-58**"), provides service to IRWD from MWD's East Orange County Feeder No. 2 ("**EOCF#2**"); and

WHEREAS, IRWD also owns an existing well, 29H1, the site of which is also in the proposed Intersection; and

WHEREAS, in lieu of requiring CITY's Intersection project to relocate OC-58 near its present location, the Parties have determined that CITY will remove, demolish and/or abandon in place the existing IRWD and MWD portions of the OC-58, along with IRWD Well 29H1, and that CITY will convey sites to IRWD and MWD for the future relocation of the OC-58 behind the curb and gutter at the Intersection, assume the cost of such relocation of OC-58 and convey a site to IRWD as a replacement well site for 29H1, with such costs, construction and other cost obligations of the Parties to be applied as offsets and satisfied by a net payment, as provided herein; and

WHEREAS, CITY and IRWD entered into that certain "Agreement For Cooperative Implementation of IRWD Well 21 & 22 Groundwater Treatment Project," dated April 4, 2011 ("**Wells 21 and 22 Agreement**"), to provide a framework and methodology for cooperation in the quantification and adaptive management of the potential for the increased production from

IRWD's Wells 21 & 22 Project to result in increased drawdown and resultant production losses and/or constraints upon the production capability of CITY's existing domestic water wells; and

WHEREAS, CITY and IRWD have identified energy cost payment, equipment modification and well replacement cost participation measures that they agree will satisfy and discharge the adaptive management requirements of the Wells 21 and 22 Agreement, and wish to memorialize the calculation and implementation of such measures as part of the offsetting costs provided in this Agreement, in order to satisfy and discharge the Wells 21 and 22 Agreement; and

WHEREAS, CITY and IRWD entered into that certain agreement dated on or about December 16, 1996 (the "*SAMP/Well Site Exchange Agreement*"), pursuant to which, among other things, the Parties recited and/or agreed as follows: (1) IRWD would advance funds to prepare and complete a Sub-Area Master Plan ("*SAMP*") for the Tustin Legacy project to be developed on MCAS Tustin, subject to consultation and a schedule agreed upon between the Parties; (2) costs for preparation of the SAMP by IRWD would not exceed \$60,000 absent a mutually approved change order and would be borne by CITY; (3) IRWD's desire to relinquish its existing property on MCAS Tustin, including four abandoned IRWD water wells, and to receive in exchange four new well sites generally located parallel to Barranca Parkway in Planning Areas 11, 12, 14 and 19 as well as an existing well site leased by the Marine Corps to Asomi Farms; (4) although CITY did not have the ability to negotiate an exchange of the new well sites, CITY was able to require that the new well sites be generally located in Planning Areas 11, 12, 14 and 19, and be delineated in the Specific Plan for MCAS/Tustin and be dedicated to IRWD as conditions of development approvals or sales/conveyances of the affected property in the Specific Plan area; and (5) the Parties agreed upon a process for CITY to receive credit against required reimbursement of IRWD costs for the SAMP in return for requiring property owners to dedicate such new well sites and easements; and

WHEREAS, IRWD completed the initial SAMP for the Tustin Legacy project anticipated by the SAMP Agreement in December, 1999, for which CITY was responsible for reimbursement of costs to IRWD and subsequently completed reiterations of the SAMP dated April, 2008, for the Tustin Legacy project which were financed by CITY's then-acting master developer for the Tustin Legacy project; and

WHEREAS, in light of the expiration of several of the time frames identified in Section 5 of the SAMP/Well Site Exchange Agreement, delays in the originally anticipated schedule for development at Tustin Legacy, and modifications in IRWD's facilities planning for groundwater extraction in the vicinity of MCAS Tustin, CITY and IRWD each desire to amend and restate the executory provisions of the SAMP/Well Site Exchange Agreement as set forth below, in order to satisfy and discharge such agreement; and

WHEREAS, in entering into this Agreement, the Parties intend to completely amend and restate the SAMP/Well Site Exchange Agreement.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the Parties agree as follows:

final

AGREEMENT:

Section 1. Removal of OC-58; Future Relocation and Cost; Abandonment of Well 29H1.

1.1 Implementation. CITY shall, at its sole cost and expense, remove, demolish or abandon in place the existing OC-58 facilities and IRWD Well 29H1, generally as depicted in Exhibit "A-1" attached hereto and incorporated herein by this reference. CITY shall, at its sole cost and expense, cause to be prepared all necessary engineering plans, specifications and cost estimates (collectively, "**Removal Plans**") for removing, demolishing and/or abandoning in place the existing OC-58 and IRWD Well 29H1 (collectively, the OC-58 and Well 29H1 removal, demolition and/or abandonment are referred to herein as the "**Removal Work**").

1.2 MWD Approval; IRWD Cooperation. CITY shall be responsible for obtaining any necessary additional approval from MWD for the Removal Work, including, without limitation, MWD's agreement to relinquish or abandon its interests in the removed OC-58 facilities and associated easements. IRWD agrees to cooperate with CITY in the completion of the Removal Work. The Removal Work shall be accomplished by CITY at no cost to either IRWD or MWD, and such cost shall not be included in the offsetting or netted costs described herein.

1.3 California Environmental Quality Act. Each party shall obtain any required environmental clearances (such as CEQA) as it may deem necessary related to the Removal Work to be performed pursuant to this Agreement and future relocation.

1.4 Permits. IRWD will issue or has issued an entry permit to CITY for the IRWD Well 29H1 site that allows CITY access to perform the Removal Work. CITY shall be responsible for obtaining all other necessary construction permits and approvals related to the Removal Work.

1.5 Inspection of Work. IRWD may enter the site of the Removal Work for the purpose of inspecting the Removal Work. CITY further agrees to permit MWD to enter the site of the Removal Work for the purpose of inspecting the Removal Work

1.6 Acceptance. CITY shall notify MWD and IRWD in writing when the Removal Work is complete, and within five (5) business days after such notification, CITY and IRWD shall make a joint inspection of the Removal Work and shall provide MWD with an opportunity to participate in the joint inspection. CITY will cause CITY's contractor ("**Contractor**") to perform such corrective work ("**Corrective Items**") as may be required to cause the Removal Work to substantially conform to the Removal Plans. IRWD agrees to accept the Removal Work on the completion of the Removal Work and the Corrective Items and shall execute and deliver to CITY a "Notice of Completion and Acceptance" which shall set forth the date on which IRWD accepts the Removal Work ("**Acceptance Date**"). CITY shall be responsible for obtaining MWD's acceptance of the Removal Work as may be required by MWD.

1.7 Warranty; Indemnification. CITY agrees and warrants that the Removal Work

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and each component thereof shall be free from defects in design, workmanship, material and otherwise for a period of one (1) year following the Acceptance Date. CITY further agrees to assign or otherwise cause MWD and IRWD to have the right to enforce any warranties furnished to CITY in connection with the Removal Work, including the right in their reasonable discretion, to maintain a lawsuit or other action against consultants, contractors or design professionals hired by CITY in connection with design, construction and/or installation of the Removal Work ("**Construction Entities**") to obtain damages for Losses (as defined below) suffered by MWD or IRWD to the extent caused by the Construction Entities. CITY shall indemnify, defend and hold MWD, IRWD and their respective officers, board members, employees, representatives and agents (collectively, "**Indemnified Parties**") harmless from and against losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") arising out of or in connection with the negligence or willful misconduct of CITY, its employees, representatives, contractors, consultants, design professionals and agents in the construction and installation of the Removal Work, except for any Losses arising out of or in connection with the negligence or willful misconduct of Indemnified Parties.

1.8 New Site and Quitclaim of Well 29H1 Site. CITY will grant an easement to IRWD, including the right to grant, transfer or license the easement rights or any portion thereof to MWD, in the form set forth in Exhibit "A-2" attached hereto and incorporated herein by this reference, for the future relocation of the OC-58 facility behind the curb and gutter at the Intersection ("**New Site**"). Concurrently, IRWD agrees to quitclaim to CITY, in the form set forth in Exhibit "A-3" attached hereto and incorporated herein by this reference, the Well 29H1 site and any IRWD easement associated with the OC-58 facility to the CITY.

1.9 Abandonment of Old OC-58 Facilities. Upon the recordation of the Quitclaim Deed described in Section 1.8 above, IRWD shall be deemed to have abandoned its interests in the existing OC-58 facilities and within the Well 29H1 site.

1.10 Cost of Relocation. The Parties agree that CITY's cost to reconstruct the MWD and IRWD portions of the OC-58 metering facility within the New Site provided by CITY are included in the calculation of the offset pursuant to Section 5.1 hereof. Upon IRWD's assumption of the responsibility for the future relocation of OC-58, IRWD shall also assume all responsibility for any associated MWD approval and for obtaining all other necessary construction permits and approvals related to the relocation work.

1.11 Removal Work Completed. The Parties acknowledge that the Removal Work has already been carried out. The Parties waive any deviation of the Removal Work from the procedures specified in Sections 1.1, 1.2, and 1.4 through 1.6 herein

Section 2. Wells 21 and 22 Adaptive Management.

2.1 Measures To Be Implemented. CITY and IRWD have agreed that the following have been calculated to represent IRWD's cost obligations under the Wells 21 and 22 Agreement:

- 2.1.1 Compensation of CITY for its increased electrical costs resulting from calculated theoretical drawdown, power costs and plant efficiency;

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- 2.1.2 Compensation of CITY for physical modifications to CITY's Walnut Well, CT Well and Vandenberg Well, and physical modifications to be performed during routine well maintenance on CITY's Main Street Well and Newport Well; and
- 2.1.3 Compensation of CITY for replacement, as part of the CITY's well replacement program, of capacity equivalent to the estimated reduced-production impact of Wells 21 and 22 production.

2.2 Satisfaction of Wells 21 and 22 Agreement. CITY and IRWD agree that the cost obligations provided for in Section 2.1 hereof represent all of IRWD's obligations under the Wells 21 and 22 Agreement, and further, that the agreed reduction of such obligations to amounts used to derive the net dollar amount as provided in Section 5 hereof forms a part of the considerations provided under this Agreement.

Section 3. SAMP Cost.

3.1 Initial SAMP Preparation. The costs for IRWD's preparation of the existing SAMP, including the SAMP reiterations or modifications that IRWD previously completed with financing provided by CITY's master developer, shall be capped at \$60,000, including administrative support and project management by IRWD staff. The reimbursement of agreed upon costs for the SAMP shall not include interest.

3.2 Reimbursement. In consideration of IRWD's preparation of the initial SAMP, CITY agrees to reimburse IRWD for the agreed upon costs for the initial SAMP as described above in Section 3.1. The Parties agree that such amount is included in the calculation of the offsetting costs pursuant to Section 5.

3.3 Modifications. CITY shall accomplish with its own consultant or, if agreed by IRWD, pay IRWD for, any future SAMP reiterations or modifications.

Section 4. Well Site Exchanges.

4.1 Revised Designation of Exchanges. As described in the recitals hereof, IRWD originally contemplated that under the SAMP/Well Site Exchange Agreement it would exercise its rights to obtain up to five new well sites within the Tustin Legacy project. IRWD's revised facilities planning for groundwater extraction in the vicinity of MCAS Tustin indicates that one (1) additional new well site shall now be required, along with retention of the Well TIC-6 (21P2) site.

4.2 "Tustin Park" Well Site. In exchange for the abandonment of Well 29H1 and quitclaiming of the site to CITY pursuant to Section 1.8, CITY shall convey a well site to IRWD, having dimensions of approximately forty (40) feet by one hundred (100) feet, together with a construction and maintenance area, having dimensions of approximately one hundred (100) feet by one hundred sixty (160) feet (together, the "Tustin Park Site"). The Tustin Park Site shall have public street access and shall be otherwise located and configured as depicted in Exhibit "B-1," which exhibit is attached hereto and incorporated herein by this reference. The Tustin

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Park Site is located within premises currently leased by CITY from the United States, acting by and through the Department of the Navy (the "Government"), pursuant to a Lease in Furtherance of Conveyance, dated June 16, 2004 (the "LIFOC"). In accordance with the LIFOC, CITY shall initially convey the Tustin Park Site to IRWD in the form of an exclusive, irrevocable license, attached hereto as Exhibit "B-2" and incorporated herein by this reference (the "License"). Pursuant to Section 14 hereof and as required by the LIFOC, the effectiveness of this Agreement is conditioned upon CITY's receipt of the Government's written approval of the License and the groundwater access IRWD requires to operate the Tustin Park Site. Within thirty (30) days of CITY's receipt of a deed from the Government for the premises including the Tustin Park Site, CITY will execute and deliver to IRWD (i) a grant of an exclusive, perpetual easement for the Tustin Park Site well site, in the form attached hereto as Exhibit "B-3" and incorporated herein by this reference and (ii) a nonexclusive, perpetual easement for the Tustin Park Site construction and maintenance area, in the form attached hereto as Exhibit "B-4" and incorporated herein by this reference. CITY shall promptly notify IRWD of any event that will result in the expiration or termination of the LIFOC. If the LIFOC expires or is terminated without the conveyance of title to the leased premises to CITY, or if conditions are placed on use of the Tustin Park Site through the Government's approval of the License or the groundwater access IRWD requires to operate the Tustin Park Site, or through the Government's conveyance of title to CITY, and IRWD gives notice to CITY that the conditions are not acceptable to IRWD or cannot be satisfied, IRWD may, at its sole election, (i) negotiate directly with the Government to obtain acceptable terms for IRWD's retention of the Tustin Park Site; or (ii) CITY will convey an alternative well site and construction and maintenance area acceptable to IRWD at no cost, in a mutually acceptable form or, if elected by IRWD, the form of Exhibits "B-3" and "B-4." Restrictions contained in the Tustin Park Site conveyance documents shall be limited to those expressly required by the LIFOC in the License.

4.3 Relinquishment of Other Exchanges. Except for the exchange of the site of existing (abandoned) Well 29H1 for the Tustin Park Site as provided for in this Agreement, and IRWD's retention of the Well TIC-6 (21P2) site as provided below, effective upon the conveyance of the easements for the Tustin Park Site pursuant to Section 4.2, IRWD relinquishes its rights to the executory well site exchanges remaining under the SAMP/Well Site Exchange Agreement. In addition to the quitclaiming documentation for Well 29H1 as provided in Section 1.8, IRWD agrees to quitclaim to CITY, in the form set forth in Exhibit "A-4" attached hereto and incorporated herein by this reference, the Well TIC-93 site and will provide documentation to CITY verifying that it has abandoned its existing property rights to TIC-100. IRWD will retain its ownership of Well TIC-6 (21P2) (located adjacent to Red Hill Avenue, north of Valencia Avenue).

Section 5. Netting of Obligations.

5.1 Net Cost Payment. The Parties acknowledge that the values of the obligations of each Party to the other pursuant to the OC-58 future relocation sites and cost (Sections 1.8 and 1.10), Wells 21 and 22 mitigation (Section 2.2), SAMP cost reimbursement (Section 3.2) and well site exchange (Section 4.2) are offsetting and shall hereby be netted, resulting in a payment of \$88,460.00 (the "Net Payment") by IRWD to CITY. All costs that are, may be or may have been incurred by a Party pursuant to this Agreement, unless expressly excluded, are also considered to be incorporated in such calculation whether or not specifically listed in the

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preceding sentence. The Net Payment shall not accrue interest.

5.2 Net Payment and Transfer of OC-58 Relocation Cost Responsibility. Upon receipt of the New Site conveyance documents pursuant to Section 1.8 and the Tustin Park Site license, approved by the Government pursuant to Section 4.2, IRWD shall make the Net Payment to CITY and assume financial responsibility for the construction of the relocated OC-58 facilities.

5.3 Satisfaction and Discharge. The relocation of OC-58, implementation of Wells 21 & 22 mitigation, construction of the 29H1 replacement well and other items reduced to cost obligations and netted as provided herein shall be deemed fully satisfied and discharged upon CITY's receipt of the Net Payment. The Party responsible for carrying out an activity compensated under Section 5.1 shall not be obligated to carry out such activities in any manner or timing or have any claim to any additional compensation for cost increases or for any other reason. The Party making a payment for any activity compensated as part of the netting of payments under Section 5.1 and not responsible for carrying out the compensated activity shall have no recourse for failure or delay on the part of the other Party in so doing or any claim to any refund on account of such failure or delay, decreases in costs incurred in carrying the activity out or for any other reason.

Section 6. Term; Survival Clause.

This Agreement shall be in effect until the performance of all obligations set forth in Sections 1, 3.3 and 5.2 is completed; provided, however, that the obligations contained in Section 1.7 shall survive the expiration or termination of this Agreement, as applicable, and shall remain in effect until terminated or modified in writing by mutual agreement of the Parties or the applicable statute of limitations is reached.

Section 7. Interpretation.

This Agreement shall not be construed against the Party preparing it, but shall be construed as if all of the Parties prepared it.

Section 8. Successors and Assigns; No Third Party Beneficiaries; Relationship.

This Agreement shall be binding upon and shall inure to the benefit of each of the Parties, and each of their respective successors and assigns.

All the covenants contained in this Agreement are for the express benefit of each of the Parties. Certain covenants are expressly stated to be for the benefit of MWD, and MWD is an intended third party beneficiary thereof. This Agreement is not intended to benefit any other third parties.

This Agreement does not create, and shall not be construed or deemed to create, any agency, partnership, joint venture, landlord-tenant or other relationship between IRWD and CITY.

final

address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

Section 14. Effective Date.

This Agreement shall be effective upon the Government's written approval of the License and upon such approval, the CITY's execution and delivery of the License to IRWD pursuant to Section 4.2 hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first hereinabove written.

CITY OF TUSTIN

By _____
Charles E. Puckett
Mayor

Attest:

By _____
Jeffrey C. Parker
City Clerk

APPROVED AS TO FORM:

By _____
David A. De Berry
Deputy City Attorney

IRVINE RANCH WATER DISTRICT

By _____
Paul A. Cook
General Manager

By _____
Leslie Bonkowski
Secretary

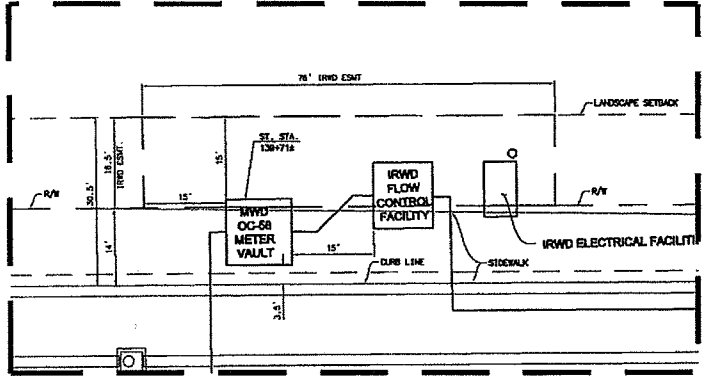
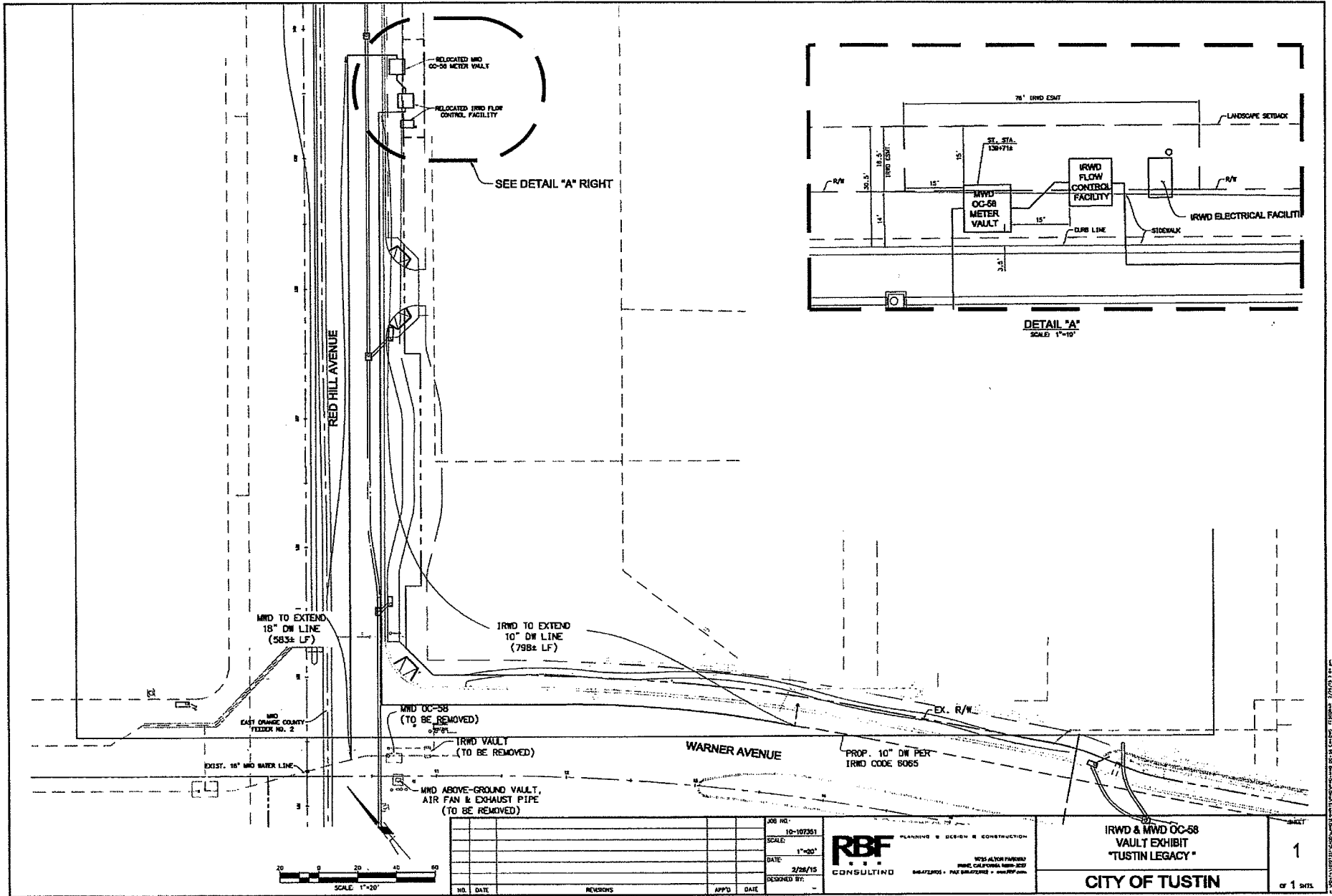
APPROVED AS TO FORM:

By _____
Joan C. Arneson
Legal Counsel - IRWD

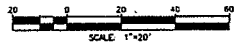
final

Exhibit A-1

**Intersection of Warner & Red Hill
OC-58 Current and Future Locations
Well 29H1 to be Demolished**



DETAIL "A"
SCALE: 1"=10'



JOB NO: 10-107351			PLANNING • DESIGN • CONSTRUCTION		
SCALE: 1"=20'			NOT A SEAL DRAWING		
DATE: 2/28/15			DRAWN BY: PAZ BRAYZANO • PAZ.BRAYZANO@RBF.COM		
DESIGNED BY:					
NO.	DATE	REVISIONS	APP'D	DATE	

IRWD & MWD OC-58
VAULT EXHIBIT
"TUSTIN LEGACY"
CITY OF TUSTIN

SHEET
1
of 1 SHEETS

Exhibit A-2

Form of Easement – New Site – OC-58

final

**Recording Requested By
and Return to:**

Ray Thatcher, District R/W Agent
Irvine Ranch Water District
15600 Sand Canyon Avenue
P. O. Box 57000
Irvine, California 92619-7000
IRWD Doc. E _____

APN: _____

Space above this line for recorder's use
Free Recording Requested G.C. §§ 6103 & 27383
No Documentary Transfer Tax pursuant to Rev. & Tax. Code § 11922

GRANT OF EASEMENT

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF TUSTIN, a municipal corporation ("Grantor"), hereby grants to IRVINE RANCH WATER DISTRICT, a California Water District organized under and existing pursuant to Section 34000 et seq. of the California Water Code, ("Grantee"), its successors and assigns, subject to the terms and conditions below, a perpetual non-exclusive easement in, over, under, upon, along, through, and across the real property situated in the City of Tustin, County of Orange, State of California, as described in Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein by reference (the "Property" or "Easement Area") for water pipeline and turn-out purposes, together with the right (without the consent of Grantor or any other owner of an interest in the Property) to grant, transfer or license all or a portion of the easement rights hereby granted on, over, under and across the Property to The Metropolitan Water District of Southern California and/or the Municipal Water District of Orange County. The easement shall include, but not by way of limitation, the right to construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, enter upon, and otherwise use the hereinafter described property for these purposes, together with incidental appurtenances and connections, and ingress and egress for said purposes. Said facilities shall consist of the originally installed facilities and any other replacements, renewals, repairs, and improvements of any of the foregoing (hereinafter referred to as "Improvements").

TERMS AND CONDITIONS

1. This grant of easement is made for the sole object and purpose of constructing and maintaining Improvements on the Easement Area, as described in Exhibit "A" and depicted on Exhibit "B".

2. All Improvements constructed or placed within the Easement Area by Grantee shall be operated and maintained at no cost to Grantor.

3. After Grantee has constructed the Improvements, Grantor may, at its sole cost, install landscaping outside the perimeter wall or fence of the Improvements to screen the Improvements constructed and maintained within the Easement Area. Prior to Grantee's construction of the Improvements, Grantor may, if it desires and at its sole cost, construct a concrete sidewalk, plant and maintain turf, or install landscaping irrigation pipelines, but no meter boxes or valves, within the Easement Area, but shall not plant any trees in said Easement Area without the prior written consent of Grantee. Grantee may remove turf and/or trees within the Easement Area upon commencement of construction of Improvements.

4. Grantee may trim trees, landscaping, or other foliage and may cut and/or remove tree limbs and roots within the Easement Area for the protection of the Improvements.

5. Grantee may cut, fill, or otherwise change the grading of the Easement Area, and may install drainage and retaining structures within the Easement Area, for the protection of the Improvements.

6. Grantee may, at its sole cost, receive commercial electricity service from a utility provider, and an electrical service utility may install and maintain infrastructure necessary to provide electrical service, within the Easement Area.

7. Nothing contained herein will result in a forfeiture or reversion of Grantor's title to the Easement Area in any respect.

8. Grantee is not obligated to commence construction of the Improvements before a specified date. This Grant of Easement shall not be affected by any delay in Grantee's commencement in the construction of the Improvements.

9. All obligations and covenants made under this Grant of Easement shall bind and inure to the benefit of any successors or assigns of the respective parties.

(signatures on next page)

GRANTOR:

CITY OF TUSTIN

Charles E. Puckett, Mayor

APPROVED AS TO FORM:

David E. Kendig, City Attorney

ATTEST:

Jeffrey C. Parker, City Clerk

GRANTEE:

IRVINE RANCH WATER DISTRICT

DATED: _____

Paul A. Cook, General Manager

1 **EXHIBIT "A"**

2
3 **LEGAL DESCRIPTION**
4 **OC-58 FACILITY EASEMENT**
5

6 That certain parcel of land situated in the City of Tustin, County of Orange, State of California,
7 being those portions of Blocks 9 and 10 of Irvine's Subdivision as shown on a map thereof filed
8 in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said
9 Orange County, described as follows:

10
11 **COMMENCING** at the centerline intersection of Red Hill Avenue and Warner Avenue as
12 shown on Tract No. 17144, filed in Book 906, Pages 5 through 14 of Miscellaneous Maps in the
13 Office of the County Recorder of said Orange County;
14 thence along said centerline of Warner Avenue, as shown on said Tract No. 17144, through the
15 following courses:

16
17 South 49°22'21" East 130.03 feet to the beginning of a tangent curve concave southwesterly and
18 having a radius of 1800.00 feet;
19 thence along said curve southeasterly 327.53 feet through a central angle of 10°25'32";
20 thence tangent from said curve South 38°56'49" East 261.21 feet to the beginning of a tangent
21 curve concave northeasterly and having a radius of 1800.00 feet;
22 thence along said curve southeasterly 373.15 feet through a central angle of 11°52'40";
23 thence tangent from said curve South 50°49'29" West 102.48 feet;
24 thence leaving said centerline of Warner Avenue North 40°39'15" East 60.02 feet to a point on a
25 line parallel with and 60.00 feet northeasterly of said last course in the centerline of Warner
26 Avenue;
27 thence along said parallel line North 50°49'29" West 104.03 feet to the beginning of a tangent
28 curve concave northeasterly and having a radius of 1740.00 feet, said curve being concentric
29 with and 60.00 feet northeasterly of the hereinabove described curve having a radius of 1800.00
30 feet and arc length of 373.15 feet in the centerline of Warner Avenue;
31 thence along said concentric curve northwesterly 105.53 feet through a central angle of
32 03°28'30";
33 thence non-tangent from said curve North 03°17'34" West 23.65 feet;
34 thence North 45°51'15" West 56.00 feet;
35 thence North 88°24'55" West 23.65 feet to a point on a non-tangent curve concave northeasterly
36 and having a radius of 1740.00 feet, said curve being the continuation of said last concentric
37 curve, a radial line of said curve from said point bears North 45°38'30" East;
38 thence along said concentric curve northwesterly 17.22 feet through a central angle of 00°34'01"
39 to a point of compound curvature with a curve concave northeasterly and having a radius of
40 1147.00 feet, a radial line of said curves from said point bears North 46°12'31" East;
41 thence along said curve northwesterly 105.79 feet through a central angle of 05°17'05";
42 thence tangent from said curve North 38°30'24" West 102.59 feet to the beginning of a tangent
43 curve concave northeasterly and having a radius of 156.00 feet;
44 thence along said curve northwesterly 28.14 feet through a central angle of 10°20'02";
45 thence tangent from said curve North 28°10'22" West 31.23 feet to the beginning of a tangent
46 curve concave southwesterly and having a radius of 174.00 feet;
47 thence along said curve northwesterly 31.47 feet through a central angle of 10°21'42";
48 thence tangent from said curve North 38°32'04" West 141.56 feet to a point on a non-tangent
49 curve concave southwesterly and having a radius of 1261.00 feet, a radial line of said curve from
50 said point bears South 51°59'44" West;

Exhibit "A"

51 thence along said curve northwesterly 127.83 feet through a central angle of 05°48'30" to a point
52 of compound curvature with a curve concave southwesterly and having a radius of 1878.00 feet,
53 said curve being concentric with and 78.00 feet northeasterly of the hereinabove described curve
54 having a radius of 1800.00 feet and arc length of 327.53 feet in the centerline of Warner Avenue,
55 a radial line of said curves from said point bears South 46°11'14" West;
56 thence along said concentric curve northwesterly 182.23 feet through a central angle of
57 05°33'35" to a line parallel with and 78.00 feet northeasterly of the hereinabove described course
58 having a bearing of South 49°22'21" East in the centerline of Warner Avenue;
59 thence along said parallel line, tangent from said curve North 49°22'21" West 32.03 feet to the
60 northwesterly line of Parcel I-E-2 as described in that certain Quitclaim Deed recorded May 14,
61 2002 as Instrument No. 20020404595 of Official Records in said Office of the County Recorder
62 of said Orange County;

63 thence along said northwesterly line of Parcel I-E-2 through the following courses:
64

65 North 04°24'53" West 29.68 feet;
66 thence North 40°37'39" East 47.72 feet;
67 thence South 49°22'21" East 12.00 feet;
68 thence North 40°37'39" East 180.00 feet;
69 thence North 49°22'21" West 12.00 feet;
70 thence North 40°37'39" East 166.22 feet to the **TRUE POINT OF BEGINNING**;
71 thence continuing along said northwesterly line North 40°37'39" East 76.00 feet;

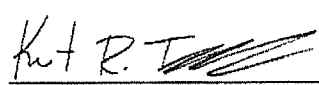
72
73 thence leaving said northwesterly line South 49°22'21" East 16.50 feet to a line parallel with and
74 16.50 feet southeasterly of said northwesterly line;
75 thence along said parallel line South 40°37'39" West 76.00 feet;
76 thence leaving said parallel line North 49°22'21" West 16.50 feet to the **TRUE POINT OF**
77 **BEGINNING**.

78
79 **CONTAINING:** 1,254 Square Feet.

80
81 **SUBJECT TO** all Covenants, Rights, Rights-of-Way and Easements of Record.

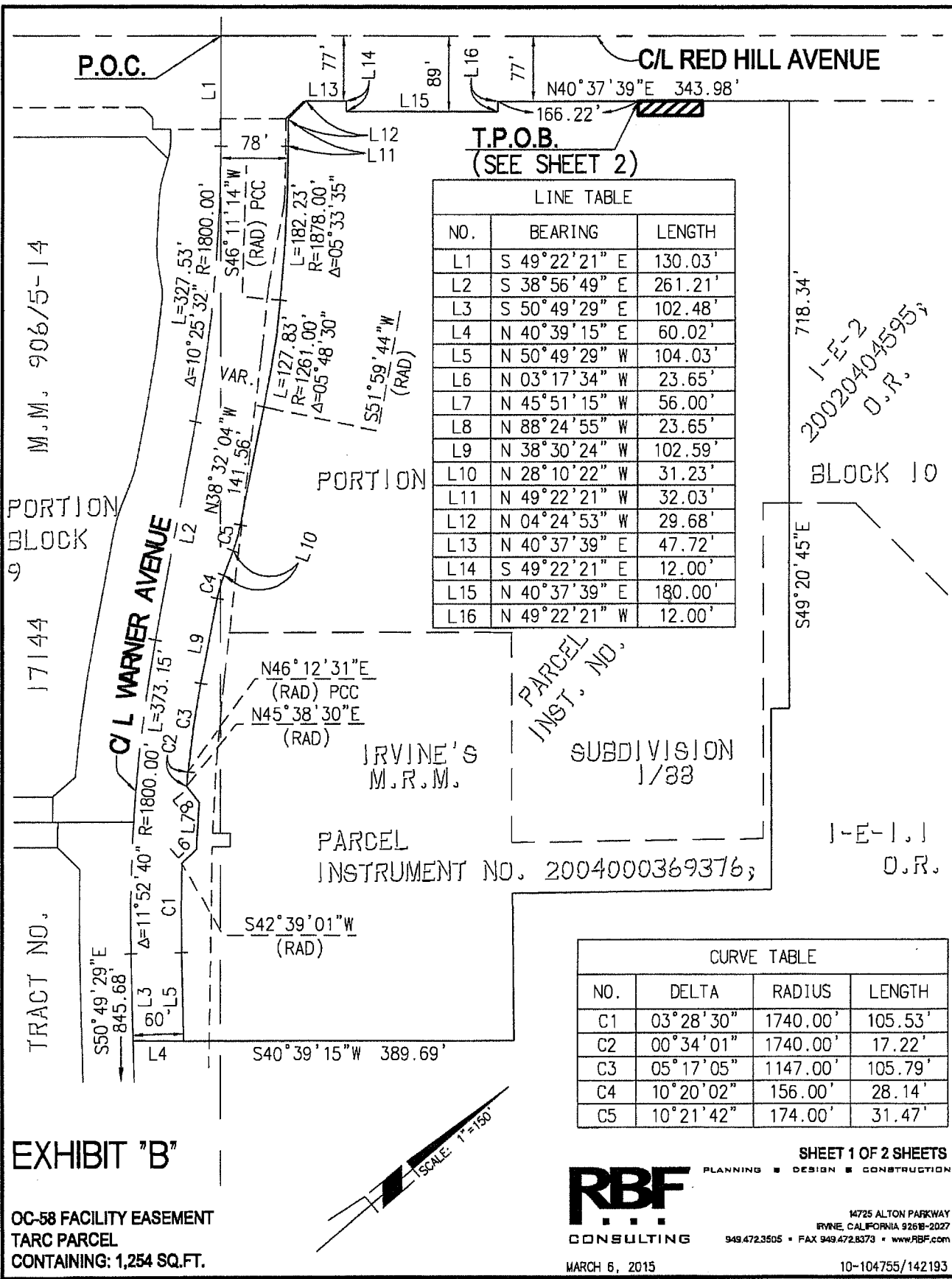
82
83 **EXHIBIT "B"** attached and by this reference made a part hereof.

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95
96


Kurt R. Troxell, L.S. 7854
3/9/2015
Date



RBF Consulting
14725 Alton Parkway
Irvine, California 92618
Project No. 10104755/142193
H:\pdata\10104755\Admin\Legals\4755-1gl-005-65s.docx



LINE TABLE

NO.	BEARING	LENGTH
L1	S 49° 22' 21" E	130.03'
L2	S 38° 56' 49" E	261.21'
L3	S 50° 49' 29" E	102.48'
L4	N 40° 39' 15" E	60.02'
L5	N 50° 49' 29" W	104.03'
L6	N 03° 17' 34" W	23.65'
L7	N 45° 51' 15" W	56.00'
L8	N 88° 24' 55" W	23.65'
L9	N 38° 30' 24" W	102.59'
L10	N 28° 10' 22" W	31.23'
L11	N 49° 22' 21" W	32.03'
L12	N 04° 24' 53" W	29.68'
L13	N 40° 37' 39" E	47.72'
L14	S 49° 22' 21" E	12.00'
L15	N 40° 37' 39" E	180.00'
L16	N 49° 22' 21" W	12.00'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C1	03° 28' 30"	1740.00'	105.53'
C2	00° 34' 01"	1740.00'	17.22'
C3	05° 17' 05"	1147.00'	105.79'
C4	10° 20' 02"	156.00'	28.14'
C5	10° 21' 42"	174.00'	31.47'

EXHIBIT "B"

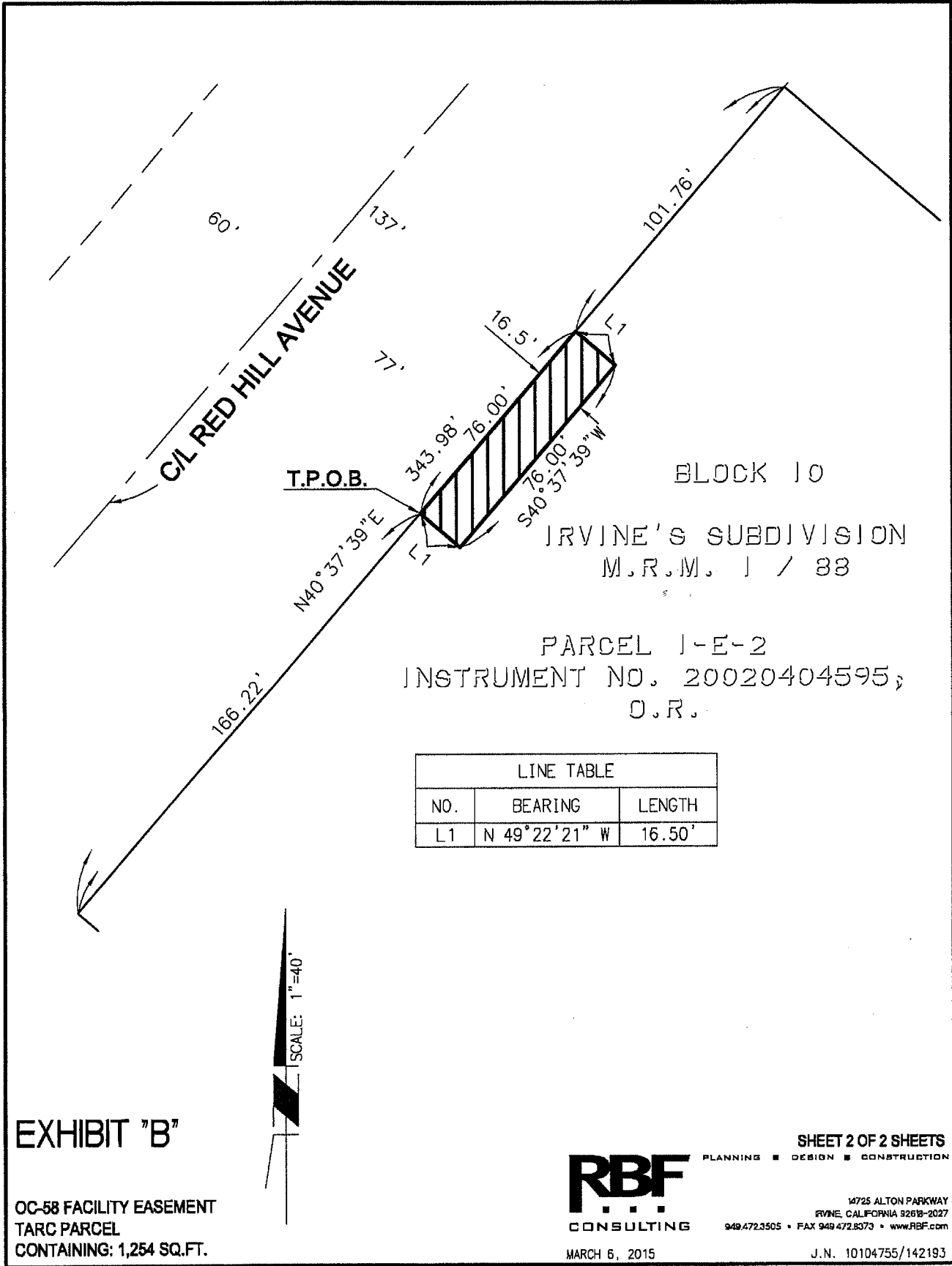
**OC-58 FACILITY EASEMENT
 TARC PARCEL
 CONTAINING: 1,254 SQ.FT.**

SHEET 1 OF 2 SHEETS
 PLANNING ■ DESIGN ■ CONSTRUCTION

RBF
 CONSULTING

14725 ALTON PARKWAY
 IRVINE, CALIFORNIA 92618-2027
 949.472.3505 • FAX 949.472.8373 • www.RBF.com

MARCH 6, 2015 10-104755/142193



C/L RED HILL AVENUE

T.P.O.B.

BLOCK 10

IRVINE'S SUBDIVISION
M.R.M. 1 / 88

PARCEL 1-E-2
INSTRUMENT NO. 20020404595;
O.R.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N 49°22'21" W	16.50'



EXHIBIT "B"

OC-58 FACILITY EASEMENT
TARC PARCEL
CONTAINING: 1,254 SQ.FT.

SHEET 2 OF 2 SHEETS

RBF PLANNING ■ DESIGN ■ CONSTRUCTION

CONSULTING

14725 ALTON PARKWAY
IRVINE, CALIFORNIA 92618-2027
949.472.3505 • FAX 949.472.8373 • www.RBF.com

MARCH 6, 2015

J.N. 10104755/142193

H:\DATA\10104755\CADD\MAPPING\EXHIBIT\4755-EX-006-655.DWG AURENA 3/9/15 9:00 am

IRVINE RANCH WATER DISTRICT

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by deed or grant dated _____
from CITY OF TUSTIN, a municipal corporation
to IRVINE RANCH WATER DISTRICT, a California Water District, is hereby accepted by the
undersigned officer on behalf of the Board of Directors pursuant to authority conferred by Resolution
2014-40 of the Board of Directors, adopted on September 8, 2014, and the grantee consents to
recordation thereof by its duly authorized officer.

Date: _____

IRVINE RANCH WATER DISTRICT

By: _____
Leslie Bonkowski
Secretary to Board of Directors

Exhibit A-3

Form of Quitclaim - Well 29H1 Site

final

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

CITY OF TUSTIN
300 Centennial Way
Tustin CA, 92780
Attn.: City Clerk

ASSESSOR PARCEL NO.(S):
430-271-01, 03, 74, 430-283-04

(Space Above This Line For Recorder's Use)

IRWD Doc. No. D _____

This document is recorded at the request of and for the benefit of the City of Tustin and is therefore exempt from the payment of the recording fee pursuant to Government Code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

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 CITY OF TUSTIN, a municipal corporation, or the current owner of record,

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

TOGETHER WITH all RIGHT, TITLE and INTEREST in the real property and otherwise, of that certain existing water service connection to the water system of Metropolitan Water District of Southern California known as **OC-58** located adjacent to the above described real property as it exists on the date of recordation of this deed.

The rights hereby quitclaimed are to clear title for the benefit of the City of Tustin and Irvine Ranch Water District.

Dated: _____, 2015

IRVINE RANCH WATER DISTRICT,
a California Water District

By: _____
Name: Paul A. Cook
Title: General Manager

MAIL TAX STATEMENTS TO THE ABOVE ADDRESS

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On _____, 2015, before me, _____, a Notary Public in and for said State, personally appeared Paul A. Cook, 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"

LEGAL DESCRIPTION

Well No. 29H1

That portion of Lot 99 in Block 9 of Irvine's Subdivision in the City of Tustin, County of Orange, State of California, as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said County being that certain property identified as Well #29H1 in the Grant Deed to Irvine Ranch Water District recorded July 14, 1989 as Instrument No. 89-372391 of Official Records in said Office of the County Recorder.

Generally depicted on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction:

Dated: February 6, 2015

Steven L. Malloy, R.C.E. 31926
License expires December 31, 2016

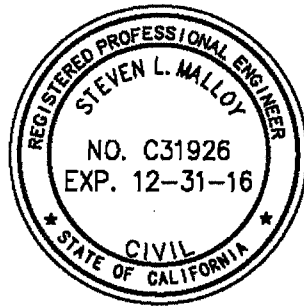
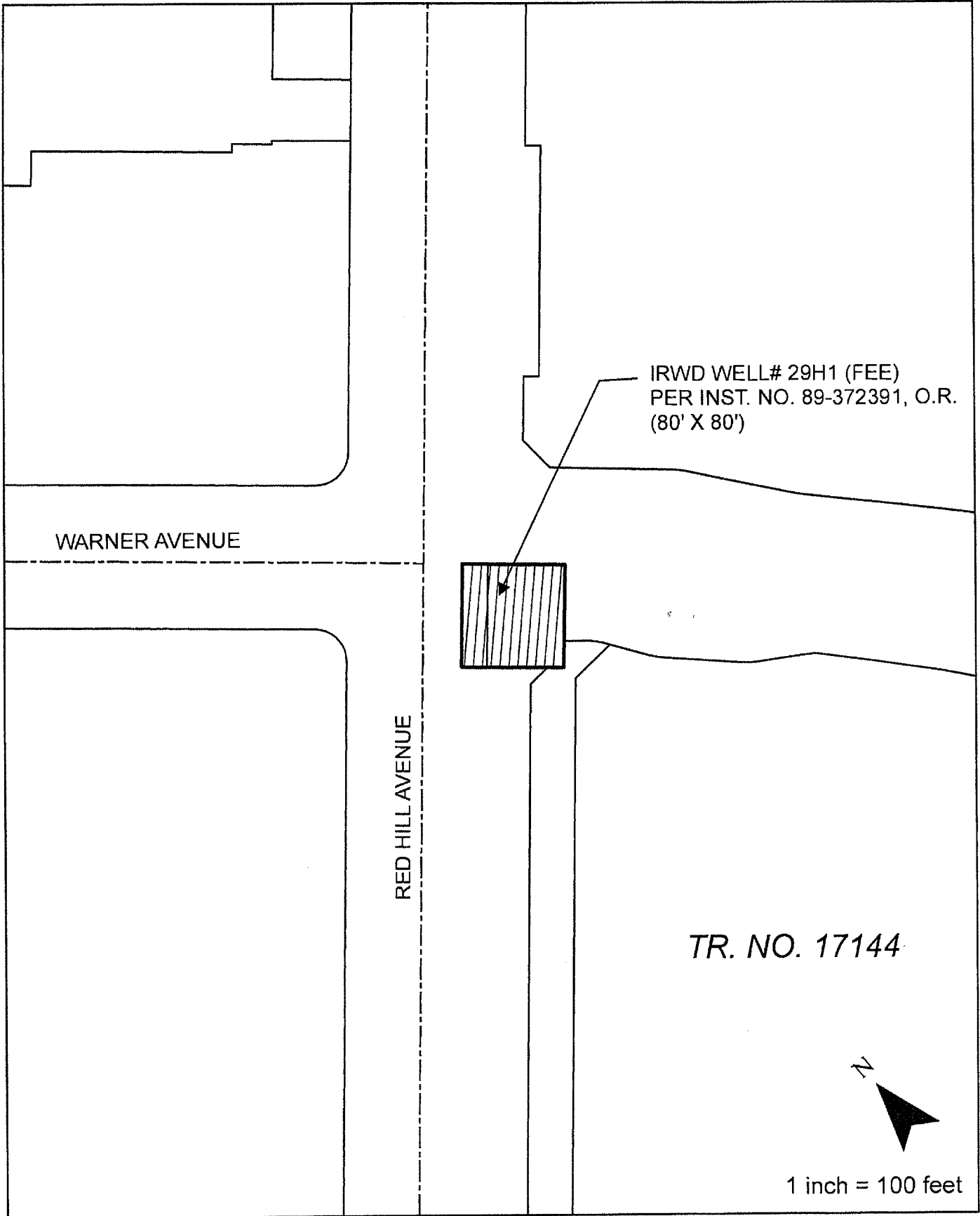


EXHIBIT "B"



**QUITCLAIM OF WELL 29H1 TO
CITY OF TUSTIN**

CITY OF TUSTIN
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by quitclaim deed from the Irvine Ranch Water District, a California Water District, to the City of Tustin, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the Tustin City Council pursuant to authority conferred by Resolution _____ of the City Council, adopted on _____, 2015, and the City consents to recordation thereof by its duly authorized officer.

Date: _____, 2015

CITY OF TUSTIN

By: _____
Jeffrey C. Parker,
City Manager

Exhibit A-4

Form of Quitclaim - Well TIC-93 Site

final

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

CITY OF TUSTIN
300 Centennial Way
Tustin CA, 92780
Attn.: City Clerk

ASSESSOR PARCEL NO.(S):

(Space Above This Line For Recorder's Use)

IRWD Doc. No. E2098

This document is recorded at the request of and for the benefit of the City of Tustin and is therefore exempt from the payment of the recording fee pursuant to Government Code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

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 CITY OF TUSTIN, a municipal corporation, or the current owner of record,

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

The rights hereby quitclaimed are to clear title for the benefit of the City of Tustin and Irvine Ranch Water District.

Dated: _____, 2015

IRVINE RANCH WATER DISTRICT,
a California Water District

By: _____
Name: Paul A. Cook
Title: General Manager

MAIL TAX STATEMENTS TO THE ABOVE ADDRESS

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On _____, 2015, before me, _____, a Notary Public in and for said State, personally appeared Paul A. Cook, 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 WELL EASEMENT
TO THE CITY OF TUSTIN**

LEGAL DESCRIPTION

That certain parcel of land situated in the City of Tustin, County of Orange, State of California being that portion of Blocks 9 and 10 of Irvine's Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps being that certain easement described as Well W-5 (a.k.a. TIC 93) in the Grant and Assignment of Easement recorded December 1, 1989 as Instrument No. 89-653908 of Official Records, all in the Office of the County Recorder of said County.

TOGETHER WITH the powerline and pipeline easements as described in said Instrument No. 89-653908.

SUBJECT TO: Covenants, conditions, reservations, restrictions, rights-of-way, and easements of record, if any.

Prepared by me or under my direction:

Dated: March 17, 2015



Steven L. Malloy, R.C.E. 31926
License expires December 31, 2016

CITY OF TUSTIN
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by quitclaim deed from the Irvine Ranch Water District, a California Water District, to the City of Tustin, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the Tustin City Council pursuant to authority conferred by Resolution _____ of the City Council, adopted on _____, 2015, and the City consents to recordation thereof by its duly authorized officer.

Date: _____, 2015

CITY OF TUSTIN

By: _____
Jeffrey C. Parker,
City Manager

Exhibit B-1

Depiction of Tustin Park Well Site and Construction/Maintenance Area

final

PROPOSED TUSTIN PARK WELL LOCATION AT NORTHWEST CORNER OF PARK

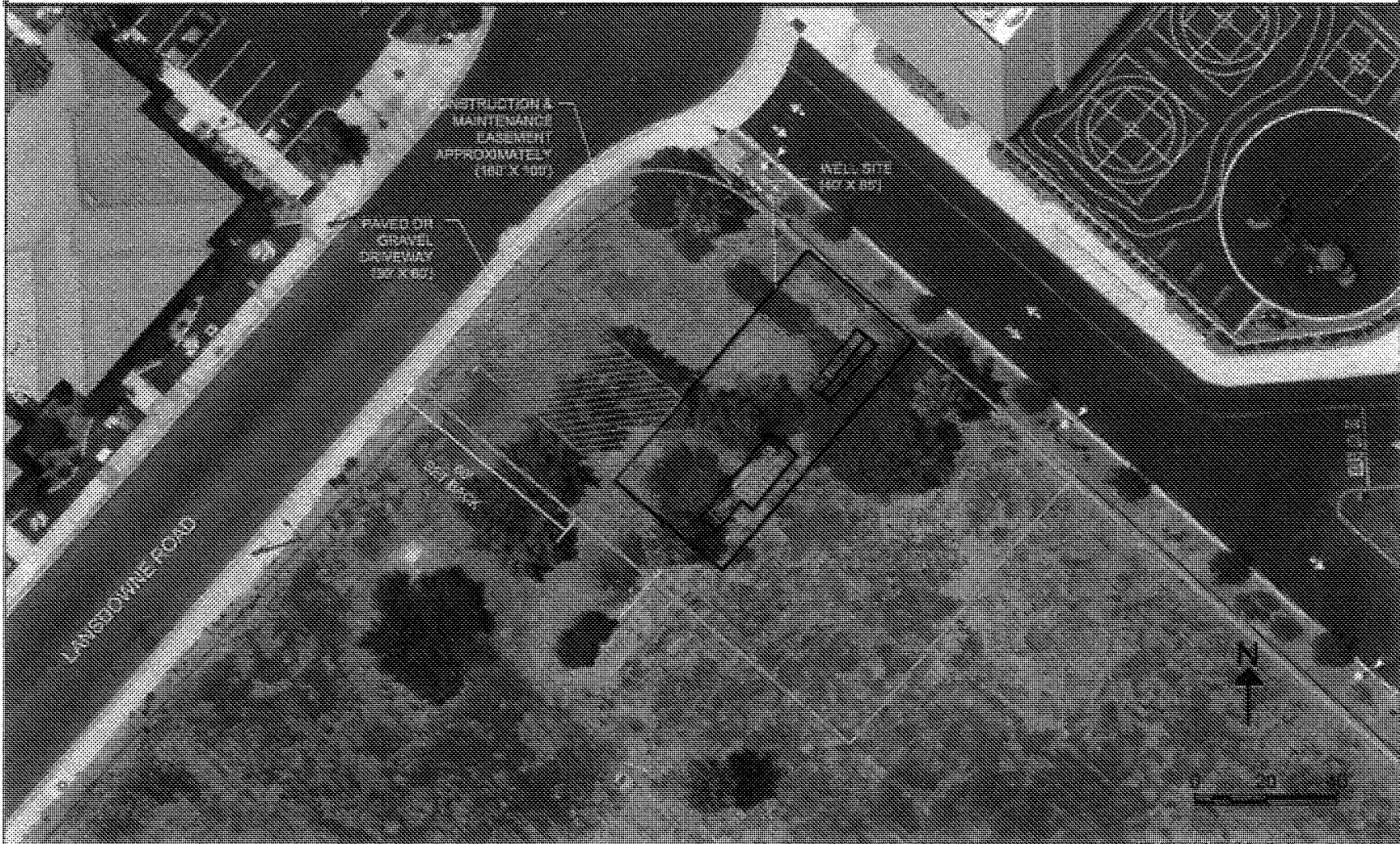
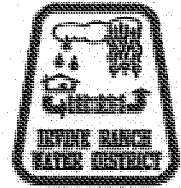


Exhibit B-2

Form of License - Tustin Park Site

final

**AGREEMENT FOR INSTALLATION, USE AND MAINTENANCE OF
GROUNDWATER WELL SITE**

This Agreement for Construction, Use and Maintenance of a groundwater well ("Agreement") is entered into as of this ___ day of _____, 2015, by and between the City of Tustin, a municipal corporation and ("City") and Irvine Ranch Water District, a water district formed and existing pursuant to Section 34000 *et seq.* of the California Water Code, ("IRWD"), collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

A. The Marine Corps Air Station, Tustin ("MCAS Tustin") is a former military helicopter base of approximately 1,600 acres located primarily within the City limits and the service area of IRWD, which supplies domestic and recycled water and sewer service to development within MCAS Tustin.

B. MCAS Tustin was closed pursuant to the Defense Base Closure and Realignment Act of 1990, as amended. In 1992 the City was designated the Local Redevelopment Authority for MCAS Tustin and in such capacity prepared a re-use plan for MCAS Tustin ("Reuse Plan"). The Reuse Plan was subsequently approved by the Department of the Navy in 2001.

C. Under the Reuse Plan certain property was conveyed to the City in fee and other property was conveyed pursuant to a Lease in Furtherance of Conveyance ("LIFOC"), under which the City leases the property from the United States Government ("United States") until such time as the property can be conveyed to the City in fee.

D. Pursuant to the Agreement Between the City of Tustin and Irvine Ranch Water District for Relocation of Service Connection OC-58 and Mitigation of Well 21 and 22 Impacts and Amending and Restating Agreement for Preparation of SAMP and Exchange of Tustin Legacy Well Sites dated _____, 2015 (the "OC-58 Agreement"), the City agreed to provide IRWD with a groundwater well site within a site proposed for a community park, which well site is depicted by the blue line shown in the attached Exhibit "A" (hereafter, the "Property").

E. The Property is leased by the City from the United States Government under that certain LIFOC dated June 16, 2004, the term of which is for fifty years, i.e., until June 16, 2054, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference. Pursuant to the LIFOC the City may grant licenses to others upon the Property, subject to the prior approval of the United States. The Parties submitted this Agreement to the United States

and have received the necessary approval, including any necessary approval for access to and use of groundwater pursuant to Section 13.16 of the LIFOC.

F. The City desires to grant a license to IRWD to use the Property for the purposes set forth herein until such time as the Property is conveyed to City, whereupon the City will grant IRWD an easement(s) to use the Property for the well site.

AGREEMENT

1. The recitals set forth above are true, correct and made a substantive part of this Agreement.

2. Subject to the terms and conditions set forth herein and those contained within the LIFOC, IRWD is granted an exclusive license to construct, use and maintain a groundwater well ("Well") within the Property within the Well Area and a non-exclusive license to access, construct and maintain the Well within the Construction/Maintenance Area. Should any conflict arise as between this Agreement and the LIFOC, the provisions of the LIFOC shall take precedence. Said Well facilities shall consist of the originally installed facilities and any other replacements, renewals, repairs, and improvements of any of the foregoing (hereinafter referred to as "Improvements"). IRWD may, at its sole cost, receive commercial electricity service from a utility provider, and an electrical service utility may install and maintain infrastructure necessary to provide electrical service, within the Property. IRWD shall use the license solely for the purposes expressed herein. The portion of the Property inside and including the perimeter wall or fence to be constructed enclosing the Improvements, as depicted in Exhibit "A" as the Well Site, is herein referred to as the "Well Area." The portion of the Property outside the perimeter wall or fence to be constructed enclosing the Improvements, as depicted in Exhibit "A," is herein referred to as the "Construction/Maintenance Area." The Construction/Maintenance Area includes a portion thereof, as designated on Exhibit "A," to be used for access (the "Driveway Area").

3. IRWD shall at its own cost construct, maintain and use the Well in such a manner as that it will not at any time pose any unreasonable interference with the use or access to the City's adjoining park site. IRWD and the City shall coordinate with each other during the construction of the Well, which Well shall be constructed in accordance with any applicable local, state or federal laws and conditions. Without limiting the foregoing, the granting herein of a license to drill the Well is subject to the condition that IRWD shall, prior to commencement of drilling, provide to the Department of the Navy ("DON") for review and approval, modeling

showing that the Well will not affect the plumes of Operating Unit 1A (OU1A), or other comparable assessment acceptable to DON.

4. Prior to IRWD's construction of the Improvements, the City may, if it desires and at its sole cost, plant and maintain turf within the Well Area, including irrigation piping and sprinklers but not valves. IRWD may remove such turf and/or irrigation facilities within the Well Area upon commencement of construction of Improvements. Upon commencement of construction of the Improvements, IRWD shall be responsible for all maintenance of the Well Area and shall keep the Well Area in good repair and condition. During each period of IRWD's use of the Construction/Maintenance Area for construction or maintenance purposes, IRWD shall be responsible for all maintenance of the Construction/Maintenance Area, and upon completion of such construction or maintenance, shall restore the Construction/Maintenance Area to good repair and the condition in which it existed prior to said use. The City expressly reserves the public use of the surface area of the Construction/Maintenance Area for all public purposes not inconsistent with IRWD's use, including but not limited to the existing and continued public use of the surface area of the Construction/Maintenance Area for park purposes, which may include turf, low plants, irrigation piping and sprinklers (except that such plantings, piping and sprinklers shall not be placed in the Driveway Area) and walkways, but shall not include trees or above-ground non-portable structures such as, without limitation, playground equipment, picnic shelters, barbeques, water fountains, walls, light poles, or posts. After IRWD has constructed the Improvements on the adjacent property, the City may, at its sole cost, install landscaping in the Construction/Maintenance Area within five (5) feet of the outside of the perimeter wall or fence of the Improvements (except for the Driveway Area), including shrubs as well as the above-referenced plantings, but excluding trees, to screen the Improvements constructed and maintained within the Well Area.. IRWD is not obligated to commence construction of the Improvements before a specified date. This License shall not be affected by any delay in IRWD's commencement of the construction of the Improvements.

5. At such time as the Property is conveyed to the City by the United States in fee, the City shall grant IRWD an exclusive well site easement for the Well Area and a nonexclusive construction and maintenance easement for the Construction/Maintenance Area, pursuant to the OC-58 Agreement, which easements, upon recording, will replace and terminate this Agreement.

6. IRWD shall defend, indemnify and hold harmless City, its officers, agents, and employees (collectively, the "Indemnitees") from all liability arising out of any claim, loss,

injury to or death of persons or damage to property by any act, neglect, or omission of IRWD, either directly or by its independent contractors, arising out of, or in any way connected with the construction, maintenance or use of the Property by IRWD.

7. City shall defend, indemnify and hold harmless IRWD, its officers, agents, and employees (collectively, the "Indemnitees") from all liability arising out of any claim, loss, injury to or death of persons or damage to property by any act, neglect, or omission of the City, either directly or by its independent contractors, arising out of, or in any way connected with the use of the Property by the City.

8. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and may not be modified except in a writing signed by the Parties.

9. This Agreement shall be binding on each Party's successors, agents and assigns.

10. Each of the Parties agree to perform any further actions, execute and deliver any further documents and obtain consents, as may be reasonably requested to fully effectuate the purposes, terms and conditions of this Agreement.

11. Except as otherwise provided herein, all notices required herein shall be in writing and delivered personally or by first class mail, postage prepaid, to each party at the address listed below. Any party may change the notice address by notifying the other party in writing. Notices may be sent by either facsimile or U.S. Mail. Notices shall be deemed received upon receipt or within 3 days of deposit in the U.S. Mail, whichever is earlier.

City of Tustin
300 Centennial Way
Tustin, CA 92780
Attn: Public Works Director

Irvine Ranch Water District
15600 Sand Canyon Avenue
P.O. Box 57000
Irvine, CA 92619-7000
Attn: General Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

City of Tustin, a Municipal Corporation

Irvine Ranch Water District, a California
Water District

By: _____
Jeffrey C. Parker, City Manager

By: _____
Paul A. Cook, General Manager

Dated: _____, 2015

Dated: _____, 2015

Approved as to form:
Woodruff, Spradlin & Smart

By: _____
David A. De Berry
Deputy City Attorney

Approved as to form:
Bowie, Arneson, Wiles & Giannone

By: _____
Joan C. Arneson
Legal Counsel - IRWD

PROPOSED TUSTIN PARK WELL LOCATION AT NORTHWEST CORNER OF PARK



EXHIBIT "A"

EXHIBIT "B"

EXECUTION VERSION

**LEASE IN FURTHERANCE OF CONVEYANCE
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CITY OF TUSTIN, CALIFORNIA
FOR PARCEL 22 ON
FORMER MARINE CORPS AIR STATION TUSTIN**

**EXECUTION VERSION
LEASE IN FURTHERANCE OF CONVEYANCE
BETWEEN
THE UNITED STATES OF AMERICA
AND THE CITY OF TUSTIN, CALIFORNIA
FOR PORTIONS OF
FORMER MARINE CORPS AIR STATION TUSTIN**

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LIST OF EXHIBITS

- A. Map of Leased Premises/Location of Monitoring Wells/Southern Portion of the Parcel
- B. Environmental Baseline Study
- C. Finding of Suitability to Lease
- D. Work Exempt from Government Consent
- E. Lease Restriction Revision Form

1 EXECUTION VERSION
2 LEASE IN FURTHERANCE OF CONVEYANCE
3 BETWEEN
4 THE UNITED STATES OF AMERICA
5 AND THE CITY OF TUSTIN, CALIFORNIA
6 FOR PORTIONS OF
7 FORMER MARINE CORPS AIR STATION TUSTIN

8 THIS LEASE is made this 16th day of June, 2004, by and between the
9 UNITED STATES OF AMERICA, acting by and through the Department of the Navy (the
10 "Government"), and the CITY OF TUSTIN, CALIFORNIA (the "Lessee"), the recognized
11 local redevelopment authority for Marine Corps Air Station Tustin (the "Installation").
12

13 RECITALS
14

15 A. The Government is the owner of certain real and personal property, commonly
16 referred to as the former Marine Corps Air Station Tustin ("MCAS Tustin") a military
17 installation closed under the Defense Base Closure and Realignment Act of 1990, (Pub.L. 101-
18 510), as amended (10 U.S.C. § 2687 note) (hereinafter referred to as "DBCRA"). Pursuant to the
19 provisions of 2905(b)(7) of the DBCRA, Lessee submitted a notice of interest to acquire and
20 develop a certain parcel for a public park, and recreation purposes. The Lessee's proposal was
21 incorporated in the redevelopment plan for MCAS Tustin (the City of Tustin Reuse Plan) and the
22 plan was approved by the U.S. Department of Housing and Urban Development in accordance
23 with DBCRA.
24

25 B. In accordance with Section 203(k)(2) of the Federal Property and Administrative
26 Services Act of 1949, as amended, the U.S. Department of Interior (hereinafter referred to as
27 "sponsoring Federal Department") submitted a request to the Department of the Navy for the
28 assignment of said parcel for transfer to the Lessee as a public benefit conveyance.
29

30 C. The condition of the Leased Premises is such that the Government cannot presently
31 make the covenant required by the Comprehensive Environmental Response, Compensation and
32 Liability Act of 1980 before property owned by the United States is conveyed by deed. Pending
33 final disposition, 10 U.S.C. § 2667(f) authorizes the Government to lease real property located at
34 a military installation closed under DBCRA, in order to facilitate state or local economic
35 adjustment. Such a lease may be for consideration in an amount less than fair market rental
36 value provided the Secretary determines that such a lease will serve the public interest, and that
37 obtaining fair market rent is not compatible with such public benefit. The Government has
38 determined that this Lease will facilitate local economic adjustment efforts, that the public
39 interest will be served as a result of this Lease, and that obtaining fair market rent is not
40 compatible with such public benefit.
41

42 D. In accordance with the National Environmental Policy Act ("NEPA") of 1969, as
43 amended, and the California Environmental Quality Act ("CEQA"), Government and the City
44 have prepared a Joint Final Environmental Impact Statement/Environmental Impact Report

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 ("EIS/EIR") for the disposal and reuse of the former MCAS Tustin. The City certified the
2 EIS/EIR as complete under CEQA on January 17, 2001. A NEPA Record of Decision regarding
3 the disposal of MCAS Tustin was issued on March 2, 2001.
4

5 E. To support this Lease a "Finding of Suitability to Lease for Carve-Out Areas 5, 6, 7, 8,
6 9, 10, and 11, Marine Corps Air Station Tustin, Tustin, California" (FOSL) dated April 26, 2002
7 was prepared, in accordance with 10 U.S.C. § 2667(f)(3), and Department of Defense policy
8 guidelines. The FOSL concludes that activities allowed under this Lease, if conducted in
9 accordance with the restrictions contained therein, are consistent with protection of human health
10 and the environment. Cognizant state and federal regulatory agencies have concurred.
11

12 F. The Government has agreed to grant a lease in furtherance of and pending conveyance
13 by deed for a portion of MCAS Tustin to the Lessee and the Lessee has agreed to enter into this
14 Lease.
15

16 **MUTUAL UNDERSTANDINGS**
17

18 **NOW, THEREFORE**, in consideration of the terms, covenants, and conditions
19 hereinafter set forth, Government and Lessee hereby agree as follows: *
20

21 **1. LEASED PREMISES AND CONDITIONS:**
22

23 1.1 Government does hereby lease, rent, and demise to Lessee in furtherance of and
24 pending conveyance, and Lessee does hereby hire and rent from Government, the premises
25 described in Exhibit "A" attached hereto and made a part of this Lease, together with all
26 improvements and all personal property thereon (hereinafter the "Leased Premises") together
27 with right of ingress and egress to said Leased Premises.
28

29 1.2 The Lessee has requested that the sponsoring Federal Department convey the Leased
30 Premises at no cost pursuant to Section 203(k)(2) of the Federal Property and Administrative
31 Services Act of 1949, as amended. Lessee shall take all steps required of it by the sponsoring
32 Federal Department to perfect said requests, and, shall accept quitclaim deeds of conveyance and
33 other evidence of title when and as delivered by the sponsoring Federal Department.
34

35 1.3 Upon execution of a Finding of Suitability for Transfer ("FOST"), the Secretary of
36 Navy shall assign the Leased Premises to the sponsoring Federal Department. The schedule for
37 the assignment and conveyance of Leased Premises is dependent upon the Government's ability
38 to remediate the environmental contamination, and may be impacted by regulator and public
39 review, and other events not within the control of the Parties.
40
41
42
43

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 **2. TERM:**
2

3 2.1. The term of this Lease shall be for the period of fifty (50) years beginning on the
4 date of execution and ending on the earlier of: (A) the 16th day of June, 2054 or (B) upon
5 execution and delivery of a quitclaim deed to Lessee for the Leased Premises, and acceptance of
6 the same by the Lessee unless sooner terminated in accordance with the provisions of Paragraph
7 14.
8

9 **3. CONSIDERATION:**
10

11 3.1 As consideration for this Lease, Lessee agrees to provide protection and
12 maintenance to the extent described in Paragraph 12. Lessee may apply any revenue (as defined
13 herein) received from subleasing the Leased Premises to: reimburse Government for its
14 reasonable costs incurred, if any, under sub-Paragraph 3.1.1 and Paragraph 14. "Revenue" as
15 referred to herein means rental income and any other miscellaneous income derived from the
16 rental of real or personal property, excluding property tax, sales tax, use and occupancy tax,
17 franchise tax and other miscellaneous taxes, building fees, planning fees, and inspection fees.
18 Security deposits or other instruments to guarantee performance of sublessees, anticipated
19 charges for utilities, common services and other purposes, regardless of how those deposits are
20 denominated, shall also not be considered revenue.
21

22 3.1.1 Lessee shall reimburse Government for any costs incurred which are
23 specifically attributable to an action (or inaction) of Lessee or sublessees. Government
24 will advise Lessee of these costs on a monthly basis.
25

26 3.1.2 If Government anticipates incurring any costs, which may be attributable
27 to an action or inaction of the Lessee or its subleases, the Lessee and Government shall
28 meet and confer on ways to avoid or mitigate such costs.
29

30 3.2 Consistent with standard accounting practices for tax purposes, Lessee shall keep
31 adequate records and books of account showing the actual cost to it of all items of labor,
32 material, equipment, supplies, services and other items of cost incurred by it directly in the
33 performance of any item of work or service in connection with the repair, restoration, protection
34 and maintenance of Leased Premises which is required by Paragraph 12; or otherwise approved
35 or directed by Government. Lessee shall provide Government with access to such records and
36 books of account and proper facilities for inspection thereof during regular business hours of the
37 Lessee.
38

39 **4. USE OF LEASED PREMISES:**
40

41 The sole purpose for which Leased Premises may be used, in the absence of prior
42 written approval by Government for any other use, is for public park or public recreational
43 purposes identified as "Permitted" within Paragraph 3.3.3.A of the Tustin Legacy Specific

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 Plan/Reuse Plan for the Marine Corps Air Station, Tustin, adopted through City Council
2 Ordinance No. 1257 and dated February 3, 2003.

3
4 **5. SUBLETTING:**

5
6 5.1 Lessee shall not sublease Leased Premises without prior approval of Government.
7 Such approval shall not be unreasonably withheld or delayed. Any sublease approved shall
8 assure the continued use and maintenance of the property for those public park or public
9 recreational purposes referenced in Paragraph 4 of this Lease. Under no circumstance shall
10 Lessee assign this Lease.

11
12 5.2 For purposes of Paragraph 5 and this Lease, "sublease" shall include licenses, use
13 and occupancy agreements, concession agreements and other similar agreements.

14
15 5.3 Any sublease granted by Lessee shall contain a copy of this Lease as an
16 attachment and be subject to all terms and conditions of this Lease and shall terminate
17 immediately upon the expiration or any earlier termination of this Lease, without any liability on
18 the part of Government to Lessee or any sublessee. Under any sublease made, with or without
19 consent, the sublessee shall be deemed to have assumed all of the obligations of Lessee under
20 this Lease. No sublease shall relieve Lessee of any of its obligations hereunder.

21
22 5.4 Upon its execution, a copy of the sublease shall immediately be furnished to
23 Government. Should conflict arise between the provisions of this Lease and a provision of the
24 sublease, the provisions of this Lease shall take precedence. Any sublease shall not be taken or
25 construed to diminish or enlarge any of the rights or obligations of either of the parties under this
26 Lease.

27
28 **6. CONDITION OF PROPERTY:**

29
30 6.1 Leased Premises shall be delivered to Lessee "AS IS", "WHERE IS." Government
31 makes no warranty as to Leased Premises' usability generally or as to its fitness for any particular
32 purpose. Any safety and/or health hazards identified shall be corrected, at Lessee's or
33 sublessee's expense, prior to use and occupancy.

34
35 6.2 In the event this Lease is terminated pursuant to Paragraph 14, Lessee is not
36 obligated to restore improvements to the Leased Premises once those improvements have been
37 demolished or to demolish improvements that have been completed during the term of this
38 Lease.

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 **7. ENVIRONMENTAL BASELINE SURVEY AND FINDING OF**
2 **SUITABILITY TO LEASE:**

3 A copy of the executive summary of the Environmental Baseline Survey ("EBS"), the
4 FOSL are attached and made a part hereof as Exhibits "B" and "C" respectively. The EBS and
5 FOSL have been provided to lessee and all other documents referenced therein have been made
6 available to lessee. The FOSL sets forth the basis for Government's determination that Leased
7 Premises are suitable for leasing and the EBS describes the environmental condition of
8 Installation. Lessee is hereby made aware of the notifications contained in the FOSL and shall
9 comply with the restrictions set forth therein.

10
11 **8. ALTERATIONS:**

12
13 8.1 Lessee shall not construct or make or permit its sublessees to construct or make
14 any substantial alterations to, additions to, excavations upon, improvements to, installations upon
15 or other modifications or alterations to (collectively "Work") the Southern Portion of the Leased
16 Premises ("Southern Portion"), as identified in Exhibit A, including those which may adversely
17 affect the cleanup, human health or the environment, without the prior written consent of
18 Government. Notwithstanding the first sentence of this paragraph 8.1, no such prior written
19 consent shall be required for any Work identified in Exhibit "D," attached hereto, except insofar
20 as prior written consent for such Work may be required by Article 13 of this Lease and/or the
21 FOSL. Lessee shall not be required to obtain prior written consent of Government for Work
22 performed on those portions of the Leased Premises in the Northern Portion (Exhibit A). All
23 Work shall be done in a workmanlike manner and be subject to the requirements of the City of
24 Tustin.

25
26 8.2 Lessee shall provide Government with prior written notification and a full
27 description of all proposed Work within the Southern Portion (other than work described in
28 Exhibit "D" which does not require prior written consent under Paragraph 13 and/or the FOSL).
29 Lessee shall further provide a projected schedule, and an analysis as to how and why such Work
30 will or will not adversely affect the environmental cleanup of the Leased Premises, human health
31 or the environment.

32
33 **9. ACCESS BY GOVERNMENT:**

34
35 9.1 In addition to access required under Paragraph 13, at all reasonable times
36 throughout the term of this Lease, Government shall be allowed access to Leased Premises for
37 any purposes upon notice to Lessee. Government normally will give Lessee or any sublessee
38 forty-eight (48) hour prior notice of its intention to enter Leased Premises, unless it determines
39 the entry is required for safety, environmental, operations or security purposes. Lessee shall have
40 no claim on account of any entries against Government or any officer, agent, employee,
41 contractor or subcontractor of Government. All keys to the buildings and facilities occupied by
42 Lessee or any sublessee shall be made available to Government upon request. Any access by
43 Government will take into consideration its obligations under Paragraph 34.

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1
2 9.2 To the extent that access and the provision of utilities is required across and on the
3 Leased Premises consistent with sub-Paragraph 27.2 of this Lease, Government shall have a non-
4 exclusive right to use that portion of the Leased Premises for access, including but not limited to
5 vehicular access to said parcel by users, employees, contractors, delivery services, vendors,
6 maintenance and ancillary service providers for the activities and improvements now or hereafter
7 located thereon, and a right to install, maintain, operate, replace, and repair active existing utility
8 distribution systems owned and operated by the Lessee, including, but not limited to, water,
9 electricity, and for storm water drainage and sewerage, and new electrical and water utility
10 distribution systems not owned by utility service providers across the Leased Premises as
11 described above. Lessee may provide an alternative means of access or utility provision across
12 other streets that Government determines to be equally convenient.
13

14 9.3 The Government shall be responsible for direct costs on the Leased Premises
15 related to the maintenance, operation, replacement, or repair of existing utility distribution
16 systems or installation of new utility distribution systems required by the Government. Any and
17 all damage to Leased Premises and to existing utility distribution systems resulting from
18 activities of Government pursuant to sub-paragraph shall be repaired by Government at no
19 expense to Lessee and the Leased Premises shall be restored to its pre-construction condition. In
20 the event of any death or injury to any person, or the loss of or damage to any property caused by
21 officers, employees, or contractors of the United States in connection with the modification,
22 maintenance, or operation of existing utility systems or installation of new utility distribution
23 systems by the Government on the Leased premises or in the event of any legal or equitable
24 action instituted against the United States, the liability, if any, of the United States will be
25 determined in accordance with the applicable provisions of the Federal Tort Claims Act (28
26 U.S.C. Sections 2671-2680). The Government shall ensure that any Government contractor
27 involved in modification, maintenance, or operation of existing utility systems or installation of
28 new utility distribution systems by the Government on the Leased Premises shall obtain
29 Comprehensive General Liability Insurance which will name the Lessee as an additional insured
30 party.
31

32 10. UTILITIES AND SERVICES:

33
34 10.1 Procurement of utilities, i.e., electricity, water, gas, steam, sewer, telephone and
35 trash removal shall be the sole responsibility of Lessee.
36

37 10.2 Should utility services be required by Government, in connection with
38 environmental contracts, maintenance, or other Government requirements within Leased
39 Premises, the Lessee shall work to facilitate the provision of utilities and services in a manner
40 consistent with the provisions set forth in Paragraph 34 of the "Agreement Between the United
41 States of American and the City of Tustin, California for the Conveyance of a Portion of the
42 Former Marine Corps Air Station Tustin"(Agreement) dated 13 May 2002. In the event that
43 Lessee shall furnish Government with any utilities maintained by Lessee, which Government

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 may require, Government shall reimburse Lessee at a rate equitably related to the cost incurred
2 by the Lessee in providing such services or utilities, or the costs incurred by the Lessee, where
3 the Lessee purchases such services or utilities from a third party provider. If the Lessee is unable
4 to locate a utility provider willing to take over the system pursuant to Paragraph 34 of the
5 Agreement, and if the Lessee undertakes to operate such system and subsequently determines to
6 cease such operations and disconnect service, the Lessee shall provide the Government with a
7 minimum of four (4) weeks prior notice prior to disconnection. In the event such disconnection
8 will result in the termination of utility service necessary to ensure the continuity of ongoing
9 environmental clean-up, restoration, or testing activities by the Government or regulators as
10 provided in Paragraph 11 of this Lease, and the Government is unable to procure an alternate
11 source of such utilities within the notice period, Lessee shall, to the maximum extent practicable,
12 work with the Government and utility service providers to facilitate the provision of an alternate
13 source of such utilities. In order to prevent such an event, the Government and Lessee agree to
14 coordinate, to the maximum extent practicable, the scheduling and conduct of the Government's
15 environmental clean-up, restoration, and testing activities and Lessee's redevelopment activities
16 on the Leased Premises.

17 18 11. NON-INTERFERENCE WITH GOVERNMENT OPERATIONS:

19
20 Lessee shall not conduct operations that would interfere with or otherwise restrict
21 operations, environmental clean-up or restoration actions by Government, United States
22 Environmental Protection Agency ("EPA"), state environmental regulators, or their contractors.
23 Environmental clean-up, restoration or testing activities by these parties shall take priority over
24 Lessee's use of Leased Premises in the event of any conflict. Notwithstanding that priority, the
25 Government shall make every reasonable effort to work with the Lessee, to provide reasonable
26 and timely notification of all Government operations that may interfere with Lessee and
27 sublessees' operations and to minimize potential conflicts between necessary remediation of
28 environmental contamination and Lessee's and sublessees' use of Leased premises.

29 30 12. PROTECTION AND MAINTENANCE SERVICES:

31
32 12.1 Government shall not be required to furnish any services or facilities to Lessee or
33 to make any repair or alteration in or to Leased Premises. Lessee hereby assumes the full and
34 sole responsibility for the protection, maintenance and repair of Leased Premises upon such
35 standards that Lessee determines appropriate and reasonable.

36
37 12.2 During the term of this Lease, debris, trash and other useless materials not
38 generated by Government shall be promptly removed from Leased Premises.

39
40 12.3 Lessee shall provide or cause to be provided all security services necessary to
41 assure security and safety within Leased Premises. Any crimes or other offenses, including
42 traffic offenses and crimes and offenses involving damage to or theft of Government property,

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 shall be reported to the appropriate authorities for their investigation and disposition and to
2 Government as property owner.

3
4 12.4 Lessee shall take or cause to be taken, all reasonable fire protection precautions at
5 Leased Premises consistent with the level of use on the property.
6

7 13. ENVIRONMENTAL PROTECTION PROVISIONS:

8
9 13.1 Lessee, sublessees and contractors shall comply with all applicable federal, state
10 and local laws, regulations and standards that are or may become applicable to Lessee's activities
11 on Leased Premises.
12

13 13.2 Lessee or any sublessee shall be solely responsible for obtaining at its cost and
14 expense any environmental permits required for its operations under the Lease, independent of
15 any existing permits held by Government. Lessee shall provide prior written notice to the
16 Government of any environmental permit applications required for any of Lessee's or sublessee's
17 operations which the Lessee or any sublessee proposes to submit to a regulatory agency. Lessee
18 acknowledges that Government will not consent to being named a secondary discharger or co-
19 permittee for any operations or activities of the Lessee or any sublessee under the Lease. In the
20 event Government is named as a secondary discharger or co-permittee for any activity or
21 operation of the Lessee or any sublessee, Government shall have the right to take reasonable
22 actions necessary to prevent, suspend, or terminate such activity or operation, including
23 terminating this Lease, without liability or penalty.
24

25 13.3 Government's rights under this Lease specifically include the right for
26 Government officials to inspect upon reasonable notice Leased Premises for compliance with
27 environmental, safety and occupational health laws and regulations, whether or not Government
28 is responsible for enforcing them. Such inspections are without prejudice to the right of duly
29 constituted enforcement officials to make such inspections. Government normally will give
30 Lessee or sublessee forty-eight (48) hours prior notice of its intention to enter Leased Premises
31 unless it determines the entry is required for safety, environmental, operations or security
32 purposes. Lessee shall have no claim on account of any entries against the United States or any
33 officer, agent, employee, contractor or subcontractor thereof.
34

35 13.4 Government, pursuant to the Comprehensive Environmental Response
36 Compensation and Liability Act (CERCLA) of 1980 as amended, and the California
37 Environmental Protection Agency, Department of Toxic Substances Control (DTSC) pursuant to
38 the Resource Conservation and Recovery Act ("RCRA"), have entered into a Federal Facilities
39 Site Remediation Agreement ("FFSRA") for MCAS Tustin. Lessee acknowledges that
40 Government has provided it with a copy of the FFSRA and agrees that should any conflict arise
41 between the terms of the FFSRA as it presently exists or may be amended and the provisions of
42 this Lease, the terms of the FFSRA will take precedence. Lessee further agrees that
43 notwithstanding any other provision of this Lease, Government assumes no liability to Lessee or

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 its sublessees should implementation of the FFSRA interfere with Lessee's or any sublessee's
2 use of Leased Premises. Lessee shall have no claim on account of any such interference against
3 the United States or officer, agent, employee, contractor or subcontractor thereof, other than for
4 abatement of rent, where applicable.
5

6 13.5 Government, EPA, DTSC, and the state, its officers, agents, employees,
7 contractors and subcontractors, have the right, upon reasonable notice to Lessee and/or any
8 subleases, to enter upon Leased Premises for the purposes enumerated in this sub-Paragraph and
9 for such other purposes consistent with any provisions of the cleanup program (including but not
10 limited to the BRAC Cleanup Plan, IRP, or FFSRA):
11

12 13.5.1 to conduct investigations and surveys, including, where necessary, drilling,
13 soil and water sampling, test-pitting, testing soil borings and other activities related to the
14 cleanup program;
15

16 13.5.2 to inspect field activities of Government and its contractors and
17 subcontractors in implementing the cleanup program;
18

19 13.5.3 to conduct any test or survey required by EPA, or DTSC relating to the
20 implementation of the cleanup program;
21

22 13.5.4 to construct, operate, maintain or undertake any other response or remedial
23 action as required or necessary under the cleanup program, including but not limited to
24 monitoring wells, pumping wells and treatment facilities.
25

26 13.6 Lessee shall comply with the provisions of any health or safety plan in effect
27 under the IRP or the FFSRA during the course of any of the above described response or
28 remedial actions. Any inspection, survey, investigation or other response or remedial action will,
29 to the extent practicable, be coordinated with representatives designated by Lessee and any
30 sublessee. Lessee and sublessee shall have no claim on account of such entries against the
31 United States or any officer, agent, employee, contractor or subcontractor thereof. In addition,
32 Lessee shall comply with all applicable federal, state and local occupational safety and health
33 regulations.
34

35 13.7 In the event of any sublease of Leased Premises, Lessee shall provide to U.S. EPA
36 and California EPA, DTSC by certified mail at the address shown below, a copy of the
37 agreement or sublease of Leased Premises (as the case may be) within fourteen (14) calendar
38 days after the effective date of such transaction. Lessee may delete the financial terms and any
39 other proprietary information from the copy of any agreement of sublease furnished pursuant to
40 this condition.
41
42
43

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 Anantaraman Peddada, Remedial Project Manager, California EPA, DTSC
2 Office of Military Affairs
3 5796 Corporate Avenue
4 Cypress, CA 90630
5

6 James Ricks, Project Manager
7 US EPA, (SFD-H-8), Region IX
8 75 Hawthorne Street
9 San Francisco, CA 94105
10

11 13.8 Lessee shall strictly comply with the hazardous waste permit requirements under
12 the Resource Conservation and Recovery Act and its applicable state equivalent. Except as
13 specifically authorized by Government in writing, Lessee must provide at its own expense such
14 hazardous waste management facilities complying with all laws and regulations. Government
15 hazardous waste management facilities will not be available to Lessee. Government EPA
16 identification numbers shall not be used by Lessee. Any violation of the requirements of this
17 condition shall be deemed a material breach of this Lease.
18

19 13.9 The Installation accumulation points for hazardous and other waste will not be
20 used by Lessee or any sublessee. Neither will Lessee or sublessee permit its hazardous wastes to
21 be commingled with hazardous waste of the Installation.
22

23 13.10 Prior to commencement of operations on Leased Premises, Lessee shall have a
24 Government-approved plan for responding to hazardous waste, fuel and other chemical spills
25 caused by the Lessee or its sublessees. The contingency plan shall be consistent with the
26 provisions of California Code of Regulations, Title 22, Chapter 15, Paragraph 4 beginning with
27 Section 66265.50. Such plan shall be independent of the Installation plan and, except for initial
28 fire response and/or spill containment, shall not rely on use of Installation personnel or
29 equipment. Should Government provide any personnel or equipment whether for initial fire
30 response and/or spill containment, or otherwise on request of Lessee, or because Lessee was not,
31 in the opinion of Government, conducting timely cleanup actions, Lessee agrees to reimburse
32 Government for its costs in association with such response or cleanup.
33

34 13.11 Lessee shall not conduct or permit its sublessees to conduct any subsurface
35 excavation, digging, drilling or other disturbance of the surface within the Southern Portion of
36 the Parcel (Exhibit A) without the prior written approval of Government. Government shall
37 make every effort to make a decision within 30 calendar days of the date it receives Lessee's
38 request for approval. The parties recognize that the Lessee or its sublessees may desire to
39 conduct, at their own expense, certain investigations within the Leased Premises to evaluate
40 environmental conditions. Lessee shall provide Government with a work plan for the
41 performance of any environmental subsurface excavation, digging, drilling, or other disturbance
42 of the surface for review and approval at least 30 days prior to commencing any such work
43 within the Southern Portion of the Parcel. The Government's review and approval shall be

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 limited to the health and safety plans, consistency with the FOSL, and ensuring, to the maximum
2 extent practicable, that the investigations not cause or aggravate releases of hazardous substances
3 within the Southern Portion of the Parcel. Government reserves the right to impose reasonable
4 conditions on its approval.
5

6 13.12 The presence of known asbestos and ACM, or LBP is identified in the previously
7 provided FOSL.
8

9 13.12.1 If Lessee intends to make any improvements or repairs that require the
10 disturbance of or the removal of asbestos or ACM, an appropriate asbestos disposal plan
11 must be incorporated into the plans and specifications required under Paragraph 8 and
12 submitted to Government. The asbestos disposal plan will identify the proposed disposal
13 site for the asbestos, or in the event the site has not been identified, will provide for
14 disposal at a licensed facility authorized to receive asbestos and ACM. In accordance
15 with sub-Paragraph 8.1 above, an asbestos disposal plan shall not be required for
16 demolition of structures, except to the extent that any such demolition performed in the
17 Southern Portion of the Parcel may require subsurface excavation or may otherwise result
18 in any disturbance of the surface.

19 If the Lessee intends to make any improvements or repairs that require the
20 removal of LBP, prior written approval must be obtained from Government. Lessee shall
21 not be required to obtain such prior approval from Government for removal of LBP
22 insofar as such removal results from demolition of structures, except to the extent that
23 any such demolition performed in the Southern Portion of the Parcel may require
24 subsurface excavation or may otherwise result in any disturbance of the surface. In its
25 use and occupancy of the Leased Premises, including but not limited to demolition of
26 structures, Lessee shall manage asbestos, ACM, and LBP in accordance with all
27 applicable federal, state, and local laws and other requirements.
28

29 13.12.2 Lessee shall be responsible for monitoring the condition of existing
30 asbestos and ACM on Leased Premises for deterioration or damage and accomplishing
31 repairs or abatement pursuant to the applicable conditions of this Lease. Asbestos and
32 ACM which during the period of this Lease becomes accessible, damaged, or deteriorated
33 through the passage of time, as the result of a natural disaster or as a consequence of
34 Lessee's activities under this Lease including but not limited to any emergency, will be
35 abated by Lessee. Lessee may choose the most economical means of abatement
36 available. Notwithstanding sub-Paragraph 13.12.1 above, in an emergency, Lessee will
37 notify Government as soon as practicable of its emergency asbestos or ACM responses.
38

39 13.12.3 Lessee shall be responsible for monitoring the condition of existing
40 LBP on Leased Premises for deterioration or damage and accomplishing repairs or
41 abatement pursuant to the applicable conditions of this Lease. LBP which during the
42 period of this Lease becomes damaged or deteriorated through the passage of time, as the
43 result of a natural disaster or as a consequence of Lessee's activities under this Lease

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 including but not limited to any emergency, will be abated by Lessee. Lessee may choose
2 the most economical means of abatement available. Notwithstanding sub-Paragraph
3 13.12.1 above, in an emergency, Lessee will notify Government as soon as practicable of
4 its emergency LBP responses.
5

6 13.13 Lessee shall indemnify and hold harmless Government from any costs, expenses,
7 liabilities, fines or penalties resulting from discharges, emissions, spills, storage or disposal
8 caused or created by Lessee's occupancy, use or operations, or any other action by Lessee or any
9 sublessee giving rise to Government liability, civil or criminal, or any other action by Lessee or
10 any sublessee giving rise or responsibility under federal, state or local environmental laws.
11 Lessee's obligations hereunder shall apply whenever Government incurs costs or liabilities for
12 Lessee's activities or activities of any sublessee as provided hereunder. This provision shall not
13 apply to the extent that claims, demands, actions, proceedings, losses, liens, costs and judgments
14 (including fines and penalties) are caused or created by concurrent active or sole negligence of the
15 Government, its officers, agents, employees, or contractors. This provision shall survive the
16 expiration or termination of the Lease.
17

18 13.14 Storage, treatment or disposal of toxic or hazardous materials on Leased Premises
19 is prohibited.
20

21 13.15 The responsibility of Government to indemnify and hold harmless the Lessee and
22 any sublessees against toxic torts and other environmental claims shall be in accordance with
23 Public Law 102-484, Section 330, as amended.
24

25 13.16 Lessee and sublessees shall not use or access groundwater, and shall not disturb or
26 cause to be disturbed monitoring wells and equipment described in Exhibit "A" without prior
27 approval pursuant to sub-Paragraph 13.11.
28

29 13.17 Asbestos Containing Material ("ACM")

30

31 Access to and occupancy of Buildings 93, 163, and 221 is prohibited except for short-
32 term tours and emergency maintenance with prior approval of the Navy until such time as the
33 Lessee or its sublessee conducts necessary surveys and/or abatement as set forth for ACM in the
34 FOSL.
35

36 13.18 Indoor Air Quality

37

38 13.18.1 Access to and occupancy of Building 221 is prohibited until such time as
39 the Lessee or its sublessees: a) conducts air monitoring within the building following all
40 federal, state and local regulatory requirements to determine the suitability of air quality
41 relative to the proposed use of the particular building, b) submits an indoor air report to
42 the Government, DTSC, USEPA, and RWQCB for review, and c) obtains the concurrence
43 of the Government, DTSC, USEPA, and RWQCB that restrictions for indoor air quality

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1 are no longer necessary for the building and a Lease Restriction Revision Form
2 completed. Lessee or its sublessees is permitted to demolish and remove existing
3 buildings that may be affected by impairments to air quality, notwithstanding any other
4 restriction on use or occupancy of such buildings and structures. Such existing buildings
5 and structures are not considered a component of any response or remedial action under
6 any environmental law or regulation.
7

8 13.18.2 Lessee or its sublessees may not construct new buildings or structures
9 within the Southern Portion of the Parcel designated in Exhibit "A" without prior
10 approval under sub-Paragraph 8.1 of this Lease. Access to and occupancy of such new
11 buildings and structures constructed after the effective date of this lease is prohibited until
12 such time as the Lessee or its sublessees: a) conduct air monitoring within the building
13 following all federal, state and local regulatory requirements to determine the suitability
14 of air quality relative to the proposed use of the particular building, b) submits an indoor
15 air report to the Government, DTSC, USEPA, and RWQCB for review, c) obtains the
16 concurrence of the Government, DTSC, USEPA, and RWQCB that no restrictions on
17 access to and occupancy of the particular building are necessary. Such construction shall
18 not be considered a component of any response or remedial action under any
19 environmental law or regulation within the context of this Lease.
20

21 13.19 Lead Based Paint ("LBP") 22

23 13.19.1 Building C-4 and Structures 128, 145 and 202 were built prior to 1978
24 and are proposed for reuse. They may be used for residential use or child-occupied
25 facilities only after the Lessee or its sublessees conduct the necessary LBP surveys and
26 abatement in accordance with all local, state, and federal requirements. Residential or
27 child-occupied use of these buildings/structures must be approved by Government,
28 DTSC, USEPA, and RWQCB. In the event of demolition, the Lessee or its sublessees
29 shall be responsible for ensuring that any demolition of buildings/structures is in
30 accordance with applicable local, state, and federal regulatory requirements. In the event
31 demolition occurs, the Lessee or its sublessees shall be responsible for conducting post-
32 demolition soil sampling and any necessary abatement of soil lead hazards related to the
33 demolition prior to occupancy of any newly constructed buildings at the above listed
34 building/structure locations.
35

36 13.19.2 Buildings C-3, 93, 163, 216, 221, and Structures 143, 146 and 150 were
37 built prior to 1978 and are tentatively proposed for demolition or their use is yet to be
38 determined. They may be used for residential use or child-occupied facilities only after
39 the necessary LBP surveys and abatement are conducted by Lessee or its sublessees in
40 accordance with all local, state, and federal requirements. Residential or child-occupied
41 use of these buildings/structures must be approved by Government, DTSC, USEPA, and
42 RWQCB. In the event of demolition, the Lessee or its sublessees shall be responsible for
43 ensuring that any demolition of buildings/structures is in accordance with applicable

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1 local, state, and federal regulatory requirements. In the event demolition occurs, the
2 Lessee or its sublessees shall be responsible for conducting post-demolition soil sampling
3 and any necessary abatement of soil lead hazards related to the demolition prior to
4 occupancy of any newly constructed buildings at the above listed building/structure
5 locations.
6

7 13.20 The Lessee may submit a Lease Restriction Revision Form (LRRF) in order to
8 demonstrate the basis for removal of certain lease restriction(s) imposed pursuant to the FOSL,
9 and to request removal of such restriction(s). Subsequent to receipt and initial review of such
10 LRRF(s), the Government shall forward each such LRRF to DTSC and USEPA for approval,
11 prior to the removal of any lease restriction(s). A template for an LRRF is attached as Exhibit
12 "E."
13

14 **14. TERMINATION:**

15
16 14.1 Government shall have the right to terminate this Lease, in whole or in part,
17 without liability, upon thirty (30) calendar days notice in the event of:
18

19 14.1.1 a national emergency as declared by the President or the Congress of the
20 United States; or
21

22 14.1.2 a breach by Lessee of any terms and conditions hereof. In the event of a
23 breach involving the performance of any obligation, Lessee shall be afforded sixty (60)
24 calendar days from the receipt of Government's notice of intent to terminate to complete
25 the performance of the obligation or otherwise cure the subject breach and avoid
26 termination of this Lease, unless Government determines that a shorter period is required
27 for safety, environmental, operations or security purposes. In the event that Government
28 shall elect to terminate this Lease on account of the breach by Lessee of any of the terms
29 and conditions, Government shall be entitled to recover and Lessee shall pay to
30 Government:
31

32 14.1.2.1 the costs incurred in reacquiring possession of Leased
33 Premises,
34

35 14.1.2.2 the costs incurred in performing any obligation on the
36 part of Lessee to be performed hereunder,
37

38 14.1.2.3 an amount equal to the aggregate of any maintenance
39 obligations and charges assumed hereunder and not paid or satisfied, which
40 amounts shall be due and payable at the time when such obligations and charges
41 would have accrued or become due and payable under this Lease.
42

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 14.1.3 Government making a final decision regarding disposal of Leased
2 Premises that is inconsistent with continued use thereof by Lessee under this Lease.

3
4 14.1.4 Failure of Lessee to accept conveyance of the Leased Premises (Parcel)
5 within thirty (30) days following Government notice to Lessee that it has executed the
6 FOST and tendered a deed for such Parcel.

7
8 14.2 Lessee shall have the right to terminate this Lease upon thirty (30) calendar days
9 written notice to Government in the event of a breach by Government of any of the terms and
10 conditions hereof. In the event of a breach involving the performance of any obligation by the
11 Government, the Government shall be afforded sixty (60) calendar days from the receipt of
12 Lessee's notice of intent to terminate to complete performance of the obligation or otherwise cure
13 the subject breach and avoid termination of this Lease. Lessee shall also have the right to
14 terminate this Lease in the event of damage to or destruction of all of the improvements on
15 Leased Premises or such a substantial portion thereof as to render Leased Premises incapable of
16 use for the purposes for which it is Leased hereunder, provided:

17
18 14.2.1 Government either has not authorized or directed the repair, rebuilding or
19 replacement of the improvements or has made no provision for payment for such repair,
20 rebuilding or replacement by application of insurance proceeds or otherwise; and

21
22 14.2.2 That such damage or destruction was not occasioned by the fault or
23 negligence of Lessee or any of its officers, agents, servants, employees, sublessees,
24 licensees or invitees, or by any failure or refusal on the part of Lessee to fully perform its
25 obligations under this Lease.

26
27 14.3 Lessee shall have the right to terminate this lease by written notice to
28 Government, given at any time:

29
30 14.3.1 If Government requires Lessee to vacate all or a substantial portion of
31 Leased Premises pursuant to Paragraph 15 of this Lease for a period in excess of five (5)
32 calendar days. Lessee may terminate this Lease by written notice to Government given at
33 any time while Lessee shall continue to be denied use of all or a substantial portion of
34 Leased Premises. Lessee shall thereafter surrender possession of Leased Premises within
35 fifteen (15) calendar days of such notice.

36
37 14.3.2 In the event that entry by Government on Leased Premises is necessary for
38 the purposes of remedial or corrective action, and such activity substantially interferes
39 with the use or sublease of all or a substantial part of Leased Premises for a period of
40 more than five (5) consecutive calendar days. Lessee may terminate this Lease by written
41 notice to Government given at any time while Lessee shall continue to be denied use of
42 all or a substantial portion of Leased Premises. Lessee shall thereafter surrender
43 possession of Leased Premises within fifteen (15) calendar days of such notice.

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1
2 14.3.3 In the event of breach by Government of the Agreement, provided, that in
3 the event of a breach involving the performance of any obligation by the Government, the
4 Government shall be afforded sixty (60) calendar days from the receipt of Lessee's notice
5 of intent to terminate to complete performance of the obligation or otherwise cure the
6 subject breach and avoid termination of this Lease.
7

8 15. **ENVIRONMENTAL CONTAMINATION:** 9

10 In the event environmental contamination is discovered on Leased Premises which
11 creates, in Government's determination, an imminent and substantial endangerment to human
12 health or the environment which necessitates evacuation of Leased Premises, and
13 notwithstanding any other termination rights and procedures contained in this Lease, Lessee shall
14 vacate or require any sublessee to vacate Leased Premises immediately upon notice from
15 Government of the existence of such a condition. Exercise of this right by Government shall be
16 without liability, except that Lessee shall not be responsible for the payment of consideration, the
17 amount of deduction to be determined on a daily pro-rata basis, during the period Leased
18 Premises is vacated. Government's exercise of this right herein to order Leased Premises
19 immediately vacated does not alone constitute a termination of the Lease, but such right may be
20 exercised in conjunction with any other termination rights provided in this Lease or by law.
21

22 16. **NON-ENVIRONMENTAL INDEMNIFICATION BY LESSEE:** 23

24 Lessee shall at all times relieve, indemnify, protect, defend and hold harmless the United
25 States of America, and all of its officers, agents and employees from any and all claims and
26 demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature
27 whatsoever, including expenses incurred in defending against legal actions, for death or injury to
28 persons or damage to property and for civil fines and penalties arising or growing out of, or in
29 any manner connected with, the occupation or use of the Leased Premises by Lessee and the
30 employees, agents, servants, guests, invitees, contractors and sublessees of Lessee. These
31 include, but are not limited to, any fines, claims, demands and causes of action of every nature
32 whatsoever which may be made upon, sustained or incurred by Government by reason of any
33 breach, violation, omission or non-performance of any term, covenant or condition hereof on the
34 part of Lessee or the employees, agents, servants, guests, invitees and sublessees of Lessee.
35 However, this indemnity shall not extend to damages due to the sole fault or negligence of
36 Government or its contractors. This covenant shall survive the termination of this Lease for any
37 injury or damage occurring after the commencement of term of the Lease.
38

39 17. **INSURANCE:** 40

41 17.1 Except to the extent of the Government's obligation to indemnify pursuant to
42 Public Law 102-484, Section 330, as amended, the Lessee shall bear all risk of loss or damage to
43 the Leased Premises, and for claims arising from any incident with respect to bodily injuries or

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1 death resulting therefrom, property damage or both, suffered or alleged to have been suffered by
2 any person or persons resulting from the operations of Lessee, and Lessee's sublessees,
3 contractors and invitees under the terms of this Lease.
4

5 17.2 Based upon Lessee's written representation regarding its financial capacity to be
6 self insured and its request for waiver, Government hereby waives its requirements for insurance
7 insofar as Lessee is concerned, but not with respect to any sublessee. Notwithstanding this
8 waiver, the parties recognize that Lessee presently carries excess public liability coverage for
9 claims of \$250,000 or more. Lessee shall provide the excess coverage in an amount not less than
10 the minimum combined single limit of \$5,000,000. Lessee shall furnish to Government a
11 certificate of insurance consistent with the requirements of sub-Paragraph 17.6, evidencing such
12 excess coverage. The minimum amount of liability insurance coverage is subject to revision by
13 Government upon renewal or modification of this Lease.
14

15 17.3 As to those structures and improvements on Leased Premises constructed by or
16 owned by Government, Lessee or its sublessees shall procure and maintain from a reputable
17 insurance company or companies, at Lessee's or sublessee's expense, a standard fire and
18 extended coverage insurance policy or policies on Leased Premises in the minimum amount of
19 \$1,000,000 , but not less than the amount required to demolish damaged or destroyed structures
20 and improvements, remove debris and clear Leased Premises. The insurance policy shall provide
21 that in the event of loss thereunder, the proceeds of the policy or policies, at the election of
22 Government, shall be payable to Lessee to be used solely for the demolition of damaged or
23 destroyed structures and improvements, removal of debris and clearance of Leased Premises, or
24 for repair, restoration or replacement of the property damaged or destroyed. Any balance of the
25 proceeds not required for such purposes shall be paid to Government. If Government does not
26 elect, by notice in writing to the insurer within thirty (30) calendar days after the damage or
27 destruction occurs, to have the proceeds paid to Lessee for the purposes hereinabove set forth,
28 then such proceeds shall be paid to Government, provided however that the insurer, after
29 payment of any proceeds to Lessee in accordance with the policy or policies, shall have no
30 obligation or liability with respect to the use or disposition of the proceeds. Nothing herein
31 contained shall be construed as an obligation upon Government to repair, restore or replace
32 Leased Premises or any part thereof.
33

34 17.4 If and to the extent required by law, Lessee shall provide workers' compensation
35 or similar insurance in form and amounts required by law.
36

37 17.5 During the entire period this Lease shall be in effect Lessee shall require its
38 contractors or sublessees or any contractor performing work at Lessee's or sublessee's request on
39 Leased Premises to carry and maintain the insurance required below:
40

41 17.5.1 Comprehensive general liability insurance in an amount not less than
42 \$1,000,000 with respect to personal injury or death, and for property damage.
43

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 17.5.2 Worker's compensation or similar insurance in form and amounts required
2 by law.

3
4 17.6 All insurance which this Lease requires Lessee or sublessee to carry and maintain
5 or cause to be carried or maintained shall be in such form, for such periods of time, and with
6 such insurers as Government may reasonably require or approve. All policies or certificates
7 issued by the respective insurers for public liability and property insurance will be issued in
8 conjunction with the use of property described in this Lease and will name Government as an
9 additional insured; provide that any losses shall be payable notwithstanding any act or failure to
10 act or negligence of Lessee or Government or any other person; provide that no cancellation,
11 reduction in amount or material change in coverage thereof shall be effective until at least thirty
12 (30) calendar days after receipt by Government of written notice thereof; provide that the insurer
13 shall have no right of subrogation against Government; and be reasonably satisfactory to
14 Government in all other respects. In no circumstances will Lessee be entitled to assign to any
15 third party, rights of action, which Lessee may have against Government.

16
17 17.7 Lessee and sublessees shall deliver or cause to be delivered promptly to
18 Government a certificate of insurance evidencing the insurance required by this Lease and shall
19 also deliver prior to expiration of any such policy, a certificate of insurance evidencing each
20 renewal policy covering the same risks.

21
22 **18. LABOR PROVISION:**

23
24 During the term of this Lease, Lessee agrees as follows:

25
26 18.1 Lessee will not discriminate against any employee or applicant for employment
27 because of race, color, religion, sex or national origin. Lessee shall take affirmative action to
28 ensure that applicants are employed, and that employees are treated during employment, without
29 regard to their race, color, religion, sex or national origin. Such action shall include, but not be
30 limited to the following: employment, upgrading, demotion or transfer, recruitment or
31 recruitment advertising, layoff or termination, rate of pay or other forms of compensation and
32 selection for training, including apprenticeship. Lessee agrees to post in conspicuous places,
33 available to employees and applicants for employment, notices to be provided by Government
34 setting forth the provisions of this nondiscrimination clause.

35
36 18.1.1 Lessee shall, in all solicitations or advertisements for employees placed at
37 Leased Premises by or on behalf of Lessee, state that all qualified applicants will receive
38 consideration for employment without regard to race, color, religion, sex or national
39 origin.

40 18.1.2 Lessee shall send to each labor union or representative of workers with
41 which it has a collective bargaining agreement or other contract or understanding a notice
42 to be provided by Government, advising the labor union or worker's representative of

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1 Lessee's commitments under this equal opportunity clause and shall post copies of the
2 notice in conspicuous places available to employees and applicants for employment.
3

4 18.1.3 Lessee shall comply with all provisions of Executive Order 11246 of
5 September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of
6 the rules, regulations and relevant orders of the Secretary of Labor.
7

8 18.1.4 Lessee shall furnish all information and reports required by Executive
9 order 11246 of September 24, 1965, as amended by Executive Order 11375 of October
10 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor or
11 pursuant thereto, and will permit access to his books, records and accounts by
12 Government and the Secretary of Labor for purposes of investigating to ascertain
13 compliance with such rules, regulations and orders.
14

15 18.1.5 In the event of Lessee's noncompliance with the equal opportunity clause
16 of this Lease or with any of said rules, regulations or orders, this Lease may be canceled,
17 terminated or suspended in whole or in part and Lessee may be declared ineligible for
18 further Government contracts in accordance with procedures authorized in Executive
19 Order 11246 of September 24, 1965, as amended by Executive order 11375 of October
20 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in
21 Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of
22 October 13, 1967, or by rule, regulation or order of the Secretary of Labor, or otherwise
23 provided by law.
24

25 18.1.6 Lessee will include the above provisions in every sublease unless
26 exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to
27 Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive
28 Order 11375 of October 13, 1967, so that such provisions will be binding upon each
29 sublessee. Lessee will take such action with respect to any sublessee as Government may
30 direct as a means of enforcing such provisions including sanctions for noncompliance;
31 provided, however, that in the event Lessee becomes involved, or is threatened with
32 litigation with sublessee as a result of such direction by Government, Lessee may request
33 the United States to enter into such litigation to protect the interest of the United States.
34

35 18.2 This Lease, to the extent that it is a contract of a character specified in the
36 Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and is not covered by the
37 Walsh-Healy Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and
38 exceptions of said Contract Work Hours and Safety Standards Act and to all other provisions and
39 exceptions of said law.
40

41 18.2.1 Lessee shall not require or permit any laborer or mechanic in any
42 workweek in which he is employed on any work under this Lease to work in excess of 40
43 hours in such work week on work subject to the provisions of the Contract Work Hours

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1 and Safety Standards Act unless such laborer or mechanic receives compensation at a rate
2 not less than one and one-half times his basic rate of pay for all such hours worked in
3 excess of 40 hours in such work week. The "basic rate of pay", as used in this clause,
4 shall be the amount paid per hour, exclusive of Lessee's contribution or cost for fringe
5 benefits and any cash payment made in lieu of providing fringe benefits or the basic
6 hourly rate contained in the wage determination, whichever is greater.
7

8 18.2.2 In the event of any violation of the provision of sub-Paragraph 18.2.1,
9 Lessee shall be liable to any affected employee for any amounts due, and to the United
10 States for liquidated damages. Such liquidated damages shall be computed with respect
11 to each individual laborer or mechanic employed in violation of the provisions of sub-
12 Paragraph 18.2.1 in the sum of ten \$10.00 for each calendar day on which such employee
13 was required or permitted to be employed on such work in excess of the standard work
14 week of 40 hours without payment of the overtime wages required by sub-Paragraph
15 18.2.1.
16

17 18.3 In connection with the performance of work required by this Lease, Lessee agrees
18 not to employ any person undergoing a sentence of imprisonment unless the utilization of
19 prisoners is in conformity with the provisions of Executive Order 11755.
20

21 **19. SUBMISSION OF NOTICES:**
22

23 No notice, order, direction, determination, requirement, consent or approval under this
24 Lease shall be of any effect unless in writing. All correspondence, notices and claims concerning
25 this Lease shall be directed to the addresses set out below or to such addresses as may from time
26 to time be given by the parties. Such correspondence, notices and claims may be delivered by
27 hand, express delivery, overnight courier or by prepaid registered or certified mail, return receipt
28 requested.
29

30 If to Government:

31
32 Real Estate Contracting Officer
33 Southwest Division, Naval Facilities Engineering Command
34 1220 Pacific Highway
35 San Diego, CA 92132-5190
36

37 If to Lessee:

38
39 City of Tustin
40 Attn: Christine Shingleton, Assistant City Manager
41 300 Centennial Way
42 Tustin, CA 92780
43

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 With a Copy to:

2
3 George R. Schlossberg, Esq.
4 Kutak Rock, LLP
5 1101 Connecticut Avenue, N.W.
6 Washington, D.C. 20036
7

8 The individuals so designated above shall be the representatives of the parties and the
9 points of contact during the period of this Lease, unless otherwise indicated by written notice of
10 an individual party to the Lease to each party to the Lease.

11
12 **20. AUDIT:**

13
14 This Lease shall be subject to audit by any and all cognizant Government agencies.
15 Lessee shall make available to such agencies for use in connection with such audits all records
16 that it maintains with respect to this Lease and copies of all reports required to be filed
17 hereunder. Government shall provide to Lessee reasonable documentation for all billings and
18 assessments for costs incurred, and for any other Government demands for payment. In no event
19 shall the provisions of this Paragraph be construed to authorize or require the disclosure of
20 documents protected from disclosure by the attorney-client privilege, or any other document, the
21 confidentiality of which is protected by state or federal law.
22

23 **21. AGREEMENT:**

24
25 This Lease shall not be modified unless in writing and signed by both parties. No oral
26 statements or representation made by, for or on behalf of either party shall be a part of this Lease.
27 Should a conflict arise between the provisions of this Lease and any exhibit hereto, or any other
28 agreement between Government and Lessee, the provisions of this Lease shall take precedence.
29 Government and Lessee agree to review the terms of this Lease should either party request an
30 amendment to the Lease.
31

32 **22. FAILURE TO INSIST ON COMPLIANCE:**

33
34 The failure of Government to insist, in any one or more instances, upon performance of
35 any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or
36 relinquishment of Government's right to the future performance of any such terms, covenants or
37 conditions and Lessee's obligations in respect to such future performance shall continue in full
38 force and effect.
39

40 **23. DISPUTES:**

41
42 23.1 This Lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.
43 601-613) (the Act).

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1
2 23.2 Except as provided in the Act, all disputes arising under or relating to this Lease
3 shall be resolved under this clause.
4

5 23.3 "Claim", as used in this clause, means a written demand or written assertion by
6 Lessee or Government seeking, as a matter of right, the payment of money in a sum certain, the
7 adjustment or interpretation of Lease terms, or other relief arising under or relating to this Lease.
8 A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be
9 resolved under a Lease clause that provides for the relief sought by the claimant. However, a
10 written demand or written assertion by Lessee seeking the payment of money exceeding
11 \$100,000 is not a claim under the Act until certified as required by sub-Paragraph 23.4. below. A
12 voucher, invoice or other routine request for payment that is not in dispute when submitted, is not
13 a claim under the Act. The submission may be converted to a claim under the Act, by complying
14 with the submission and certification requirements of this clause, if it is disputed either as to
15 liability or amount or is not acted upon in a reasonable time. "Command" used in this clause
16 means the Southwest Division, Naval Facilities Engineering Command.
17

18 23.4 A claim by Lessee shall be made in writing and submitted within six (6) years
19 after accrual of the claim, to the Command, for a written decision. A claim by Government
20 against Lessee shall be subject to a written decision by the Command.
21

22 23.4.1 Lessee shall provide the certification specified in sub-Paragraph 23.4.3 of
23 this clause when submitting any claim:
24

25 23.4.1.1 exceeding \$100,000; or
26

27 23.4.1.2 regardless of the amount claimed, when using:
28

29 23.4.1.2.1 arbitration conducted pursuant to 5 U.S.C. 575-580; or
30

31 23.4.1.2.2 any other alternative means of dispute resolution (ADR)
32 technique that the agency elects to use in accordance with the Administrative
33 Dispute Resolution Act (ADRA).
34

35 23.4.2 The certification requirement does not apply to issues in controversy that
36 have not been submitted as all or part of a claim.
37

38 23.4.3 The certification shall state as follows: "I certify that the claim is made in
39 good faith; that the supporting data are accurate and complete to the best of my
40 knowledge and belief; that the amount requested accurately reflects the contract
41 adjustment for which Lessee believes Government is liable; and that I am duly authorized
42 to certify the claim on behalf of Lessee."
43

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 23.4.4 The certification may be executed by any person duly authorized to bind
2 Lessee with respect to the claim.

3
4 23.5 For Lessee claims of \$100,000 or less, the Command, must, if requested in
5 writing by Lessee, render a decision within 60 calendar days of the request. For Lessee-certified
6 claims over \$100,000, the Command, must, within 60 calendar days, decide the claim or notify
7 Lessee of the date by which the decision will be made.

8
9 23.6 The Command's decision shall be final unless Lessee appeals or files a suit as
10 provided in the Act.

11
12 23.7 At the time a claim by the Lessee is submitted to Command or a claim by
13 Government is presented to Lessee, the parties, by mutual consent, may agree to use ADR.
14 When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR
15 technique that the agency elects to employ in accordance with the ADRA, any claim, regardless
16 of amount, shall be accompanied by the certification described in sub-Paragraph 23.4.3 of this
17 clause, and executed in accordance with sub-Paragraph 23.4.4 of this clause.

18
19 23.8 Government shall pay interest on the amount found due and unpaid by
20 Government from (1) the date the Command receives the claim (properly certified if required), or
21 (2) the date payment otherwise would be due, if that date is later, until the date of payment. With
22 regard to claims having defective certifications, as defined in FAR 33.201. interest shall be paid
23 from the date that the Command initially receives the claim. Simple interest on claims shall be
24 paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable
25 to the period during which the Command receives the claim and then at the rate applicable for
26 each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

27
28 23.9 Lessee shall proceed diligently with the performance of Lease, pending final
29 resolution of any request for relief, claim, appeal or action arising under Lease, and comply with
30 any decision of the Command.

31
32 **24. COVENANT AGAINST CONTINGENT FEES:**

33
34 Lessee warrants that no person or agency has been employed or retained to solicit or
35 secure this Lease upon an agreement or understanding for a commission, percentage, brokerage
36 or contingent fee, excepting bona fide employees or bona fide established commercial agencies
37 maintained by Lessee for the purpose of securing business. For breach or violation of this
38 warranty, Government shall have the right to annul this Lease without liability or in its
39 discretion, to require Lessee to pay, in addition to the rental or consideration, the full amount of
40 such commission, percentage, brokerage or contingent fee.

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 **25. LIENS:**

2
3 Lessee shall promptly discharge or cause to be discharged any valid lien, right in rem,
4 claim or demand of any kind, except one in favor of Government, which at any time may arise or
5 exist with respect to the Leased Property or materials or equipment furnished therefor, or any part
6 thereof, and if the same shall not be promptly discharged by Lessee, or should Lessee or
7 sublessee be declared bankrupt or make an assignment on behalf of creditors, or should the
8 Leasehold estate be taken by execution, Government reserves the right to take immediate
9 possession without any liability to Lessee or any sublessee. Lessee and any sublessee shall be
10 responsible for any costs incurred by Government in securing clear title to its property.

11
12 **26. TAXES:**

13
14 Lessee shall pay to the proper authority, when and as the same become due and payable,
15 all taxes, assessments and similar charges which, at any time during the term of this Lease, may
16 be imposed upon Lessee with respect to Leased Premises. Title 10 United States Code, Section
17 2667(e) contains the consent of Congress to the taxation of Lessee's interest in Leased Premises,
18 whether or not Leased Premises are in an area of exclusive federal jurisdiction. Should Congress
19 consent to taxation of Government's interest in the property, this Lease will be renegotiated.

20
21 **27. EASEMENTS AND RIGHTS OF WAY:**

22
23 27.1 This Lease is subject to all outstanding easements and rights of way recorded and
24 of record with the Orange County Recorder for any type of facility over, across, in and upon
25 Leased Premises or any portion thereof and to the right of Government to grant such additional
26 easements and rights of way over, across, in or upon Leased Premises, subject to the terms and
27 conditions of the Agreement with prior written consent of Lessee, and as the Government shall
28 determine to be in the public interest; provided that any such additional easement or right of way
29 shall be conditioned on the assumption by the grantee thereof of liability to Lessee for such
30 damages as Lessee shall suffer for property destroyed or property rendered unusable on account
31 of the grantee's exercise of its rights thereunder. Such easements and rights of way shall include
32 but not be limited to those for water, gas, electricity, telephone, sewer, pipelines, conduits and for
33 any type of facility, including but not limited to those for communications, heating, cooling and
34 power. There is hereby reserved to the holders of such easements and rights-of-way as are
35 presently outstanding or which may hereafter be granted, to any workers officially engaged in the
36 construction, installation, maintenance, operation, repair or replacement of facilities located
37 thereon, and to any federal, state or local official engaged in the official inspection thereof, such
38 reasonable rights of ingress and egress over Leased Premises as shall be necessary for the
39 performance of their duties with regard to such facilities. Lessee hereby consents to the granting
40 of such easement(s) by the Government to the County of Orange ("the County") concurrently
41 with the execution of a lease between the Government and the County for real property on the
42 former MCAS Tustin which is adjacent to or bordered by the Leased Premises, under such terms

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

1 and conditions as are set forth in this sub-Paragraph 27.1 and subject to the County's acceptance
2 of such terms and conditions.

3
4 27.2 The Lessee shall not interfere with or otherwise disturb Government owned roads,
5 structures, facilities, pipe-lines or conduits located on the Leased Premises and necessary for or
6 related to ongoing Government remediation activities without the prior written consent of the
7 Government. To the extent relocation of such items is required by Lessee, the Lessee may
8 relocate such items at its own cost and expense in a manner satisfactory to the Government.
9

10 **28. ADMINISTRATION:**

11
12 Except as otherwise provided for under this Lease, Government shall, under the direction
13 of the Naval Facilities Engineering Command, Southwest Division, have complete charge of the
14 administration of this Lease, and shall exercise full supervision and general direction thereof
15 insofar as the interests of Government are affected.

16
17 **29. SURRENDER:**

18
19 Upon the expiration of this Lease, unless such expiration occurs by reason of conveyance,
20 or its prior termination, Lessee shall quietly and peacefully remove itself and its property from
21 Leased Premises and surrender the possession thereof to Government. Government may, in its
22 discretion, declare any property that has not been removed from Leased Premises upon expiration
23 or termination provided for above, as abandoned property upon an additional 30 calendar days
24 notice.
25

26 **30. PAYMENT:**

27
28 All payments to Government required under this Lease shall be made by check payable to
29 the Treasurer of the United States and delivered to Commander, Southwest Division, Naval
30 Facilities Engineering Command, 1220 Pacific Highway, San Diego, CA 92132-5179.
31

32 **31. INTEREST:**

33
34 32.1 Notwithstanding any other provision of this Lease, unless paid within thirty (30)
35 calendar days, all amounts that become payable by Lessee to Government under this Lease (net
36 any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due.
37 The rate of interest will be the Current Value of Funds rate published by the Secretary of
38 Treasury pursuant to 31 U.S.C. 3717 (Debt Collection Act of 1982).
39

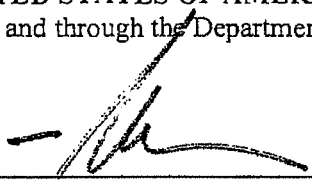
40 32.1.1 Amounts shall be due upon the earliest of:

41
42 32.1.1.1 the date fixed pursuant to this Lease,
43

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

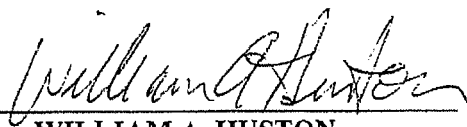
1 IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the
2 date first above written.

3
4 THE UNITED STATES OF AMERICA,
5 Acting by and through the Department of the Navy

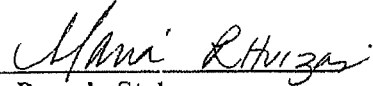
6
7
8
9 By: 
10 WILLIAM R. CARSILO
11 Real Estate Contracting Officer
12 Base Realignment & Closure Office

13
14 Dated: 5/20/04
15

16
17
18
19 CITY OF TUSTIN

20
21
22 By: 
23 WILLIAM A. HUSTON
24 City Manager
25

26 Attest:

27
28
29 By: 
30 for Pamela Stoker
31 City Clerk
32

33
34 Approved as to form:

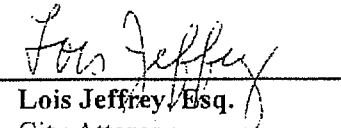
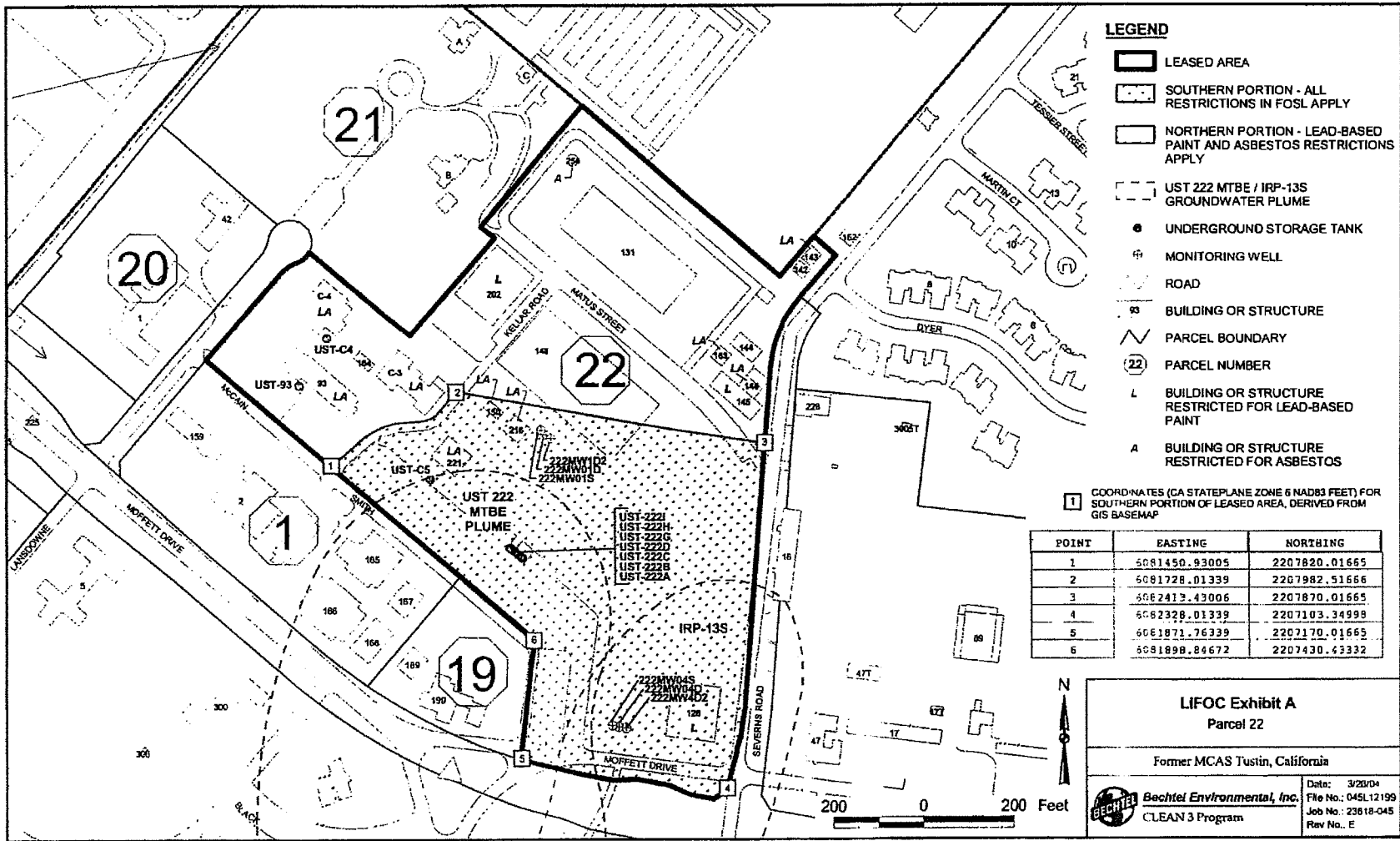
35
36 By: 
37 Lois Jeffrey Esq.
38 City Attorney
39
40
41

EXHIBIT A



LEGEND

- LEASED AREA
- SOUTHERN PORTION - ALL RESTRICTIONS IN FOGL APPLY
- NORTHERN PORTION - LEAD-BASED PAINT AND ASBESTOS RESTRICTIONS APPLY
- UST 222 MTBE / IRP-13S GROUNDWATER PLUME
- UNDERGROUND STORAGE TANK
- MONITORING WELL
- ROAD
- BUILDING OR STRUCTURE
- PARCEL BOUNDARY
- PARCEL NUMBER
- BUILDING OR STRUCTURE RESTRICTED FOR LEAD-BASED PAINT
- BUILDING OR STRUCTURE RESTRICTED FOR ASBESTOS

1 COORDINATES (CA STATEPLANE ZONE 6 NAD83 FEET) FOR SOUTHERN PORTION OF LEASED AREA, DERIVED FROM GIS BASEMAP

POINT	EASTING	NORTHING
1	5081450.93005	2207820.01665
2	5081728.01339	2207882.51666
3	5082413.43006	2207870.01665
4	5082328.01339	2207103.34999
5	5081871.76339	2207170.01665
6	5081898.84672	2207430.43332

LIFOC Exhibit A
Parcel 22

Former MCAS Tustin, California

	Bechtel Environmental, Inc.	Date: 3/28/04
	CLEAN 3 Program	File No.: 045L12199
		Job No.: 23818-045
		Rev No.: E

EXHIBIT B

TO BE ATTACHED BY REFERENCE (DOCUMENT AVAILABLE)

EXHIBIT C

EXHIBIT D

LEASE RESTRICTION REVISION FORM

Lease Restriction Revision (Navy Endorsement/Regulatory Review) Form

Upon completion, this form shall be attached to the original Finding of Suitability to Lease (FOSL) under revision.

SUBJECT: Parcel Identity _____ FOSL for Carve Out Areas

Revision #: _____ Revision Date: _____

NAVY ENDORSEMENT:

Table 9: "Notifications and Restrictions Summary" of the MCAS Tustin FOSL for above subject Parcel Identity is hereby revised as follows:

<u>Check Box</u>	<u>TYPE OF REVISION</u>	<u>Area(s) and/or Building(s)/Structures</u>	<u>Lease Restriction</u> (Refer to Table 9 of the FOSL.)
	REMOVE		
	ADD Text enclosed Yes <input type="checkbox"/> No <input type="checkbox"/>		
	MODIFY		

As a result of this revision, the following area(s) and/or facility(ies) is (are) **suitable for occupancy/access**: _____

Area(s) and/or facility(ies) which is (are) **not suitable for occupancy/access** based on addition/modification of the restriction(s) is (are) as follow(s): _____

The following enclosure(s) provide(s) the environmental documentation for each of the lease restriction/condition revisions identified above: _____

BRAC ENVIRONMENTAL COORDINATOR

DATE

EPA CONSULTATIONS/REVIEW:

The environmental documentation for the revision to the lease restriction/conditions as identified in the above Navy Endorsement has been reviewed by this office. Based upon the information provided, this office is satisfied that the assessment is complete and has no comments regarding the Navy endorsement.

This office does not concur with the Navy endorsement. Review comments and the rationale for the lack of concurrence are provided by Attachment (1)

ENVIRONMENTAL PROTECTION AGENCY

DATE

DTSC CONSULTATIONS/REVIEW:

The environmental documentation for the revision to the lease restriction/conditions as identified in the above Navy Endorsement has been reviewed by this office. Based upon the information provided, this office is satisfied that the assessment is complete and has no comments regarding the Navy endorsement.

This office does not concur with the Navy endorsement. Review comments and the rationale for the lack of concurrence are provided by Attachment (1)

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

DATE

MCAS TUSTIN LEASE IN FURTHERANCE OF CONVEYANCE

Exhibit D

WORK EXEMPT FROM GOVERNMENT CONSENT

IN THE RESTRICTED AREA (SOUTHERN PORTION)

(Note: All work must be in accordance with Paragraph 13 of the LIFOC. In the event of any conflict between this Exhibit "D" and Paragraph 13 of the LIFOC, the language of Paragraph 13 shall take precedence.)

1. Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety and City of Tustin Building Code requirements in accordance with sub-Paragraph 12 of this lease.
2. Addition of improvements to existing structures to comply with the Americans with Disabilities Act.
3. Ongoing maintenance of landscaping, native vegetation and irrigation systems to include planting and irrigation in areas previously disturbed by these activities and removal of vegetation and dead or unsalvageable trees or other vegetation.
4. In-kind replacement of buildings or site features.
5. Replacement or reconstruction of existing aboveground utility systems and/or facilities involving negligible or no expansion of capacity (where no utility pole installations are involved).
6. Placement of seasonal or temporary structures and use items such as mobile food units, construction or temporary office trailers, and/or portable restrooms.
7. Interior building improvements and alterations such as wall and ceiling finishes, painting, repair and/or replacement of flooring, lighting, plumbing, and HVAC fixtures or systems and relocation and/or removal of non-bearing partition walls.
8. Demolition of buildings/structures, but only insofar as such demolition does not require subsurface excavation and will not otherwise result in any disturbance of the surface.

EXHIBIT E

LEASE RESTRICTION REVISION FORM

Lease Restriction Revision (Navy Endorsement/Regulatory Review) Form

Upon completion, this form shall be attached to the original Finding of Suitability to Lease (FOSL) under revision.

SUBJECT: Parcel Identity 22 FOSL for Carve Out Areas 5, 6, 7, 8, 9, 10, and 11 dated 26 April 2002 Revision #: 1.0 Revision Date: November 4, 2002

NAVY ENDORSEMENT:

Table 9: "Notifications and Restrictions Summary" of the MCAS Tustin FOSL for above subject Parcel Identity is hereby revised as follows:

Check Box	TYPE OF REVISION	Area(s) and/or Building(s)/Structures	Lease Restriction (Refer to Table 9 of the FOSL)
X	REMOVE	Structures 131, 144, 148, and 208	4.7(e) and 4.9(a)(i)
	ADD Text enclosed Yes <input type="checkbox"/> No <input type="checkbox"/>		
X	MODIFY	Structures 128, 145, and 202	Remove 4.7(e) only

As a result of this revision, the following area(s) and/or facility(ies) is (are) suitable for occupancy/access: Structures 131, 144, 148, and 208

Area(s) and/or facility(ies) which is (are) not suitable for occupancy/access based on addition/modification of the restriction(s) is (are) as follow(s): Structures 128, 145, and 202 - Restriction 4.9(a)(i) is still applicable for these structures.

The following enclosure(s) provide(s) the environmental documentation for each of the lease restriction/condition revisions identified above: Revised Evaluation of Environmental Condition of Structures - Parcel 22 - Marine Corps Station Tustin, California - dated 3 October 2002

[Signature] 2/20/03
 BRAC ENVIRONMENTAL COORDINATOR DATE

EPA CONSULTATIONS/REVIEW:

The environmental documentation for the revision to the lease restriction/conditions as identified in the above Navy Endorsement has been reviewed by this office. Based upon the information provided, this office is satisfied that the assessment is complete and has no comments regarding the Navy endorsement.

This office does not concur with the Navy endorsement. Review comments and the rationale for the lack of concurrence are provided by Attachment (1)

[Signature] [Signature]
 ENVIRONMENTAL PROTECTION AGENCY DATE

DTSC CONSULTATIONS/REVIEW:

The environmental documentation for the revision to the lease restriction/conditions as identified in the above Navy Endorsement has been reviewed by this office. Based upon the information provided, this office is satisfied that the assessment is complete and has no comments regarding the Navy endorsement.

This office does not concur with the Navy endorsement. Review comments and the rationale for the lack of concurrence are provided by Attachment (1)

[Signature] 11/12/02
 DEPARTMENT OF TOXIC SUBSTANCES CONTROL DATE

REVISED
EVALUATION OF ENVIRONMENTAL CONDITION OF STRUCTURES
PARCEL 22
Marine Corps Air Station Tustin, California

Dated October 3, 2002

STRUCTURES EVALUATED:

128 – Softball Field #1, 131 – Football Field, 144 – Volleyball Court, 145 – Basketball Court, 148 – Soccer Field, 202 – Tennis Court, and 208 – Softball Field #2.

1. Purpose

This Revised Lease Restriction Revision was prepared in accordance with Section 4.0 of the Finding of Suitability to Lease (FOSL) for Carve-Out Areas 5, 6, 7, 8, 9, 10, and 11 dated 26 April 2002. This FOSL includes seven (7) structures previously used for athletic activities. The purpose of this revision is to recommend the release of restrictions for lead-based paint (LBP) on these structures based on visual inspections and the intended use of the structures. Additionally, release of asbestos-containing material (ACM) restrictions is recommended based on visual inspection and the likelihood that ACM has never been used at these structures.

The structures are within Parcel 22 and are associated with athletic activities previously conducted at the base. None of the structures are enclosed and in most cases consist of dirt fields. Use of these structures is on a periodic basis since their main function is for use as athletic facilities. The structures were restricted in the FOSL based solely on the age of the structure (constructed/in use prior to 1978) for LBP and based on not having ACM surveys previously conducted for these structures. The structures were not inspected prior to finalizing the FOSL to determine the applicability of these restrictions to these structures.

2. Visual Inspection

Marc P. Smits, Navy Remedial Project Manager, conducted a site visit on Thursday, 25 July 2002 to determine the applicability of LBP and ACM restrictions in the FOSL for the 7 structures located within Parcel 22. Each structure was inspected to determine if there were painted surfaces and/or contained ACM. Each structure was photographed to document the current condition of the structure and indicate where painted surfaces or ACM had been identified, if any. The following is a brief description of each structure inspected:

Structure 128 – This structure is a softball field, used since 1944, consisting of a chain-linked fencing around the perimeter of a dirt field. There are two sets of metal bleachers associated with the field. Two dugouts constructed of brick are located on either side of the field. These two dugouts were painted. ACM was not identified which is consistent with this type of structure. See Figures 1 through 3.

Structure 131 – This structure is a football field, used since 1959, consisting of a dirt field and two metal goalposts. In addition, there are two metal bleachers on either side of the field. No painted surfaces were identified. ACM was not identified which is consistent with this type of structure. See Figures 4 through 6.

Structure 144 – This structure was used as a volleyball court since 1960, which now consists of a dirt court with two poles. No painted surfaces were identified. ACM was not identified which is consistent with this type of structure. See Figure 7.

Structure 145 – This structure is a basketball court, used since 1961, consisting of an asphalt court and two basketball hoops. The court appears to have been recently repaved. The court boundary and stripping are painted. ACM was not identified which is consistent with this type of structure. See Figures 8 and 9.

Structure 148 – This area was used as a soccer field since 1961, which now consists of a dirt field. There are no support facilities (e.g., bleachers) in this area; therefore, no painted surfaces or ACM was identified. See Figure 10.

Structure 202 – This structure consists of tennis courts, constructed in 1971, surrounded by a chain-link fence. The surface of the court is painted. The area outside of the court consists of asphalt roads on two sides and dirt areas on the other two sides. ACM was not identified which is consistent with this type of structure. See Figures 11 and 12.

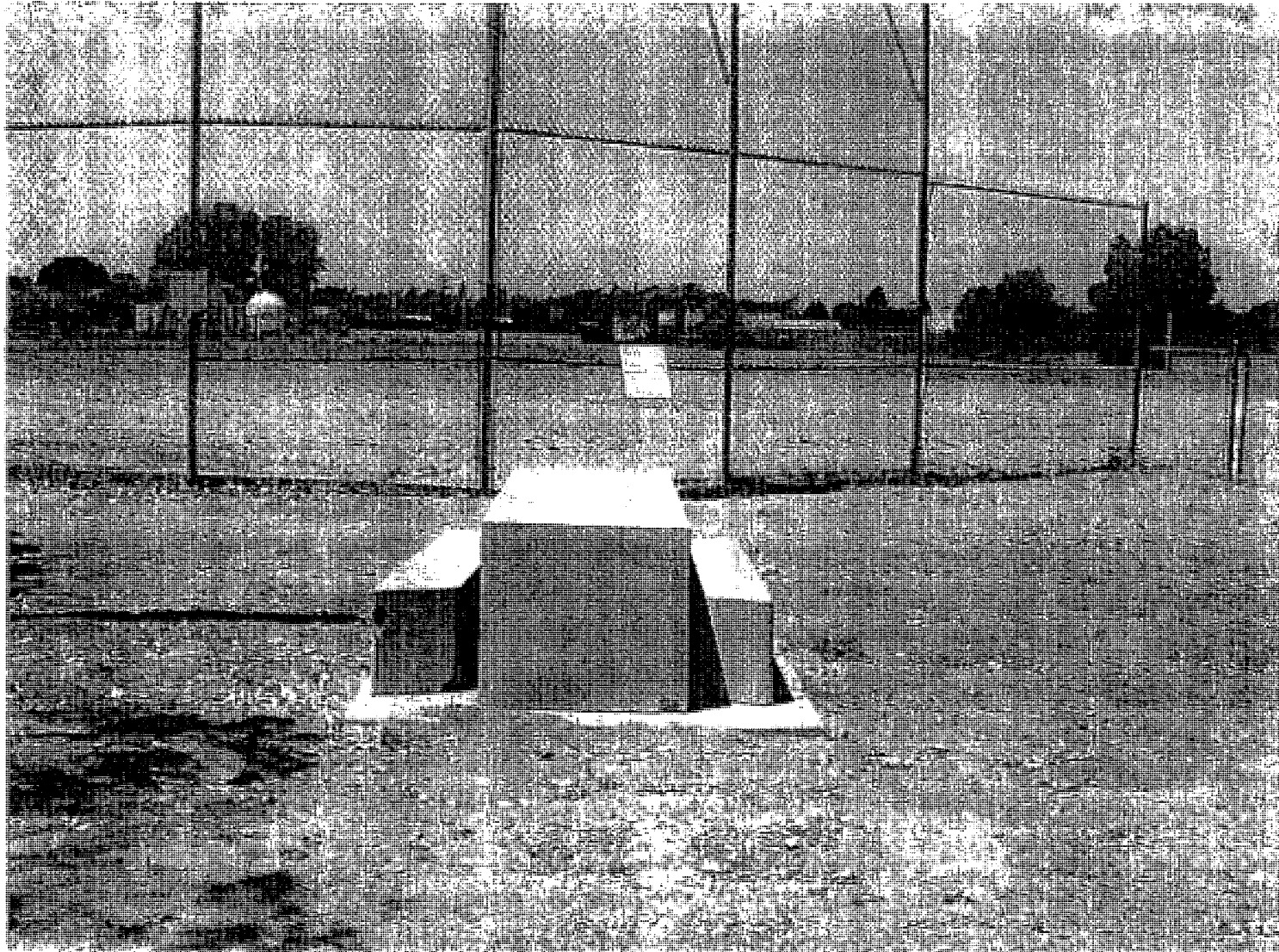
Structure 208 – This structure is a softball field, used since 1974, consisting of the chain-linked fence surrounding the dirt field. There is one metal bleacher associated with the field. No painted surfaces or ACM was identified. See Figures 13 through 15.

3. Current Restrictions

The FOSL pertaining to all these structures contains the following restrictions based on the age of construction/use and since no ACM survey had previously been conducted:

- Section 4.9 of the FOSL - Buildings/structures may be used for residential use or child-occupied facilities only after the lessee conducts the necessary LBP surveys and abatement in accordance with all local, state, and federal requirements. Residential or child-occupied use of these buildings/structures will be subject to approval of DON and the BCT.
- Section 4.7 of the FOSL - The lessee shall be responsible for the management of ACM, including surveys, removal and/or management of ACM prior to or during renovation in accordance with applicable regulatory requirements.

FIGURE 1



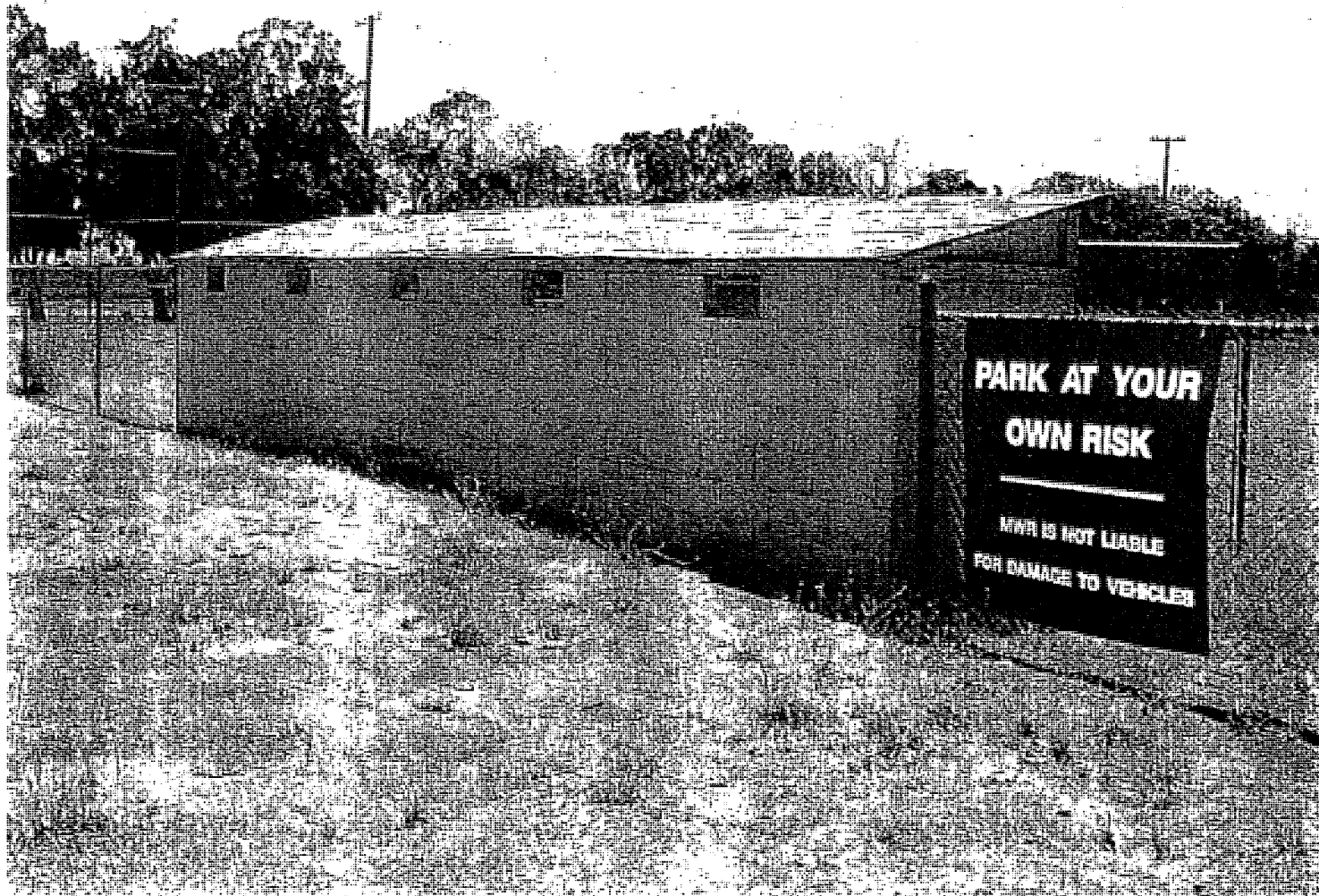
Structure 128 – Softball Field Chain-Linked Fence (Facing Northwest)

FIGURE 2



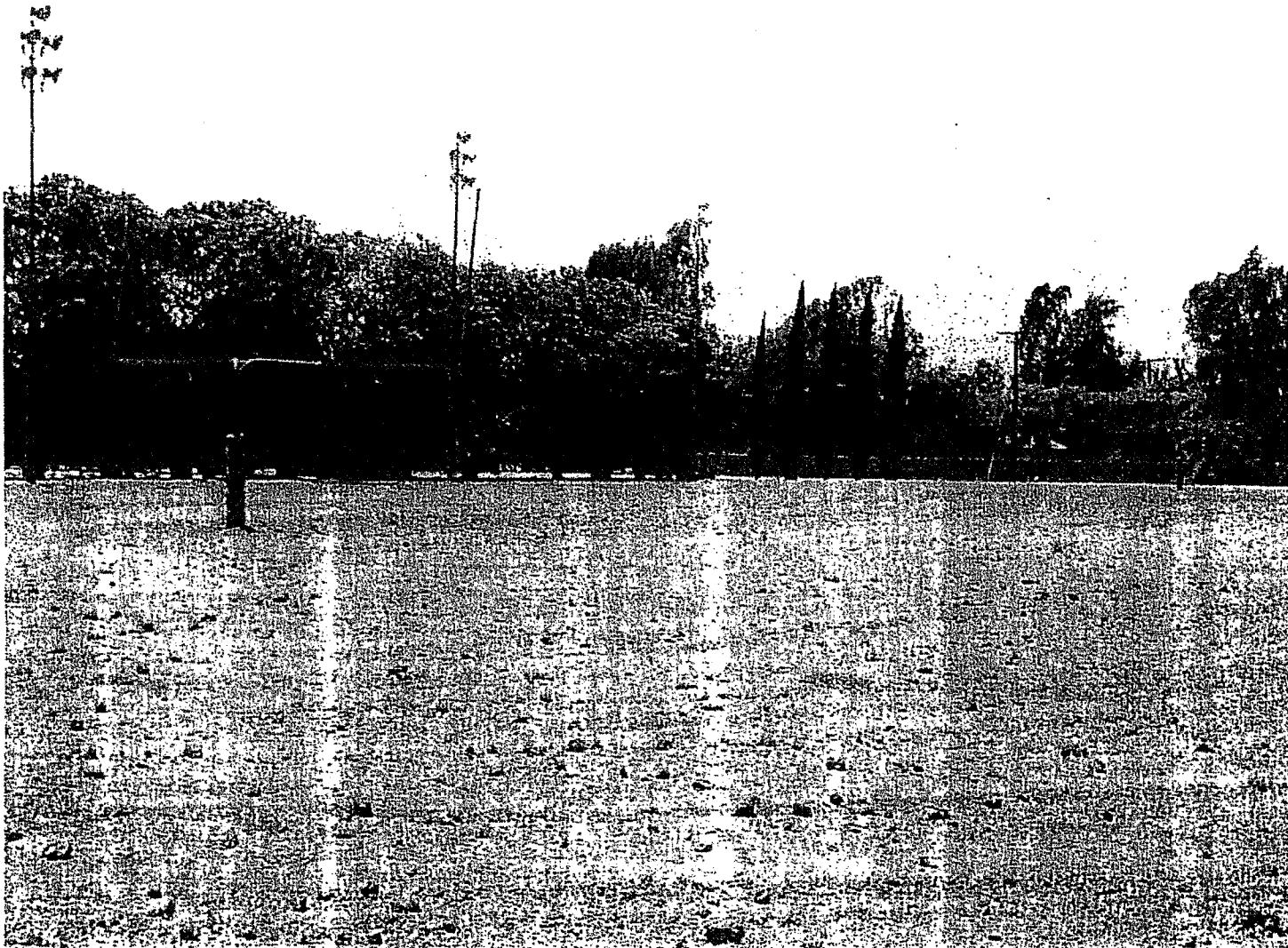
Structure 128 – Softball Field Metal Benches (Facing North)

FIGURE 3



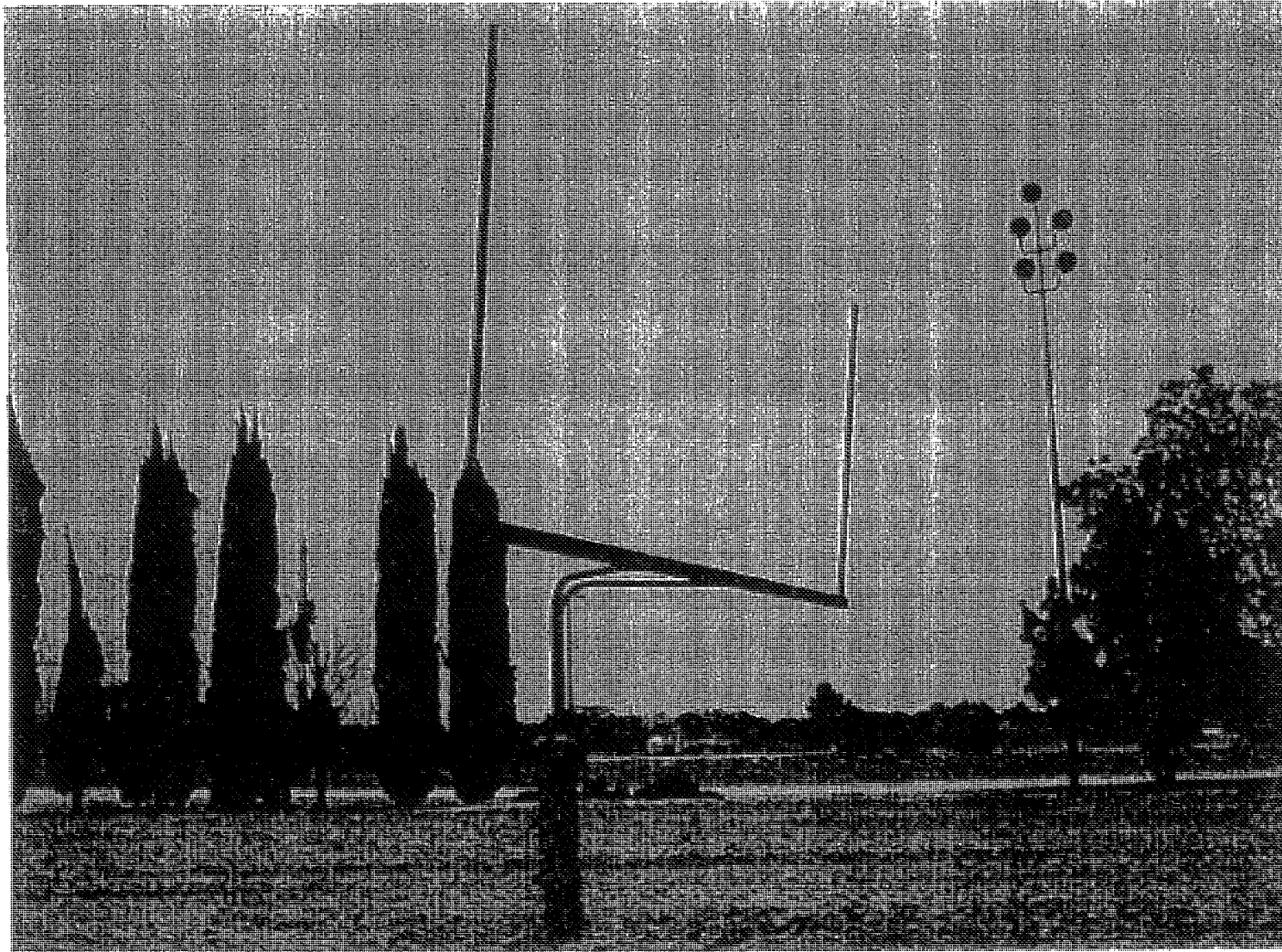
Structure 128 – Softball Field Dugout (Facing Southwest)

FIGURE 4



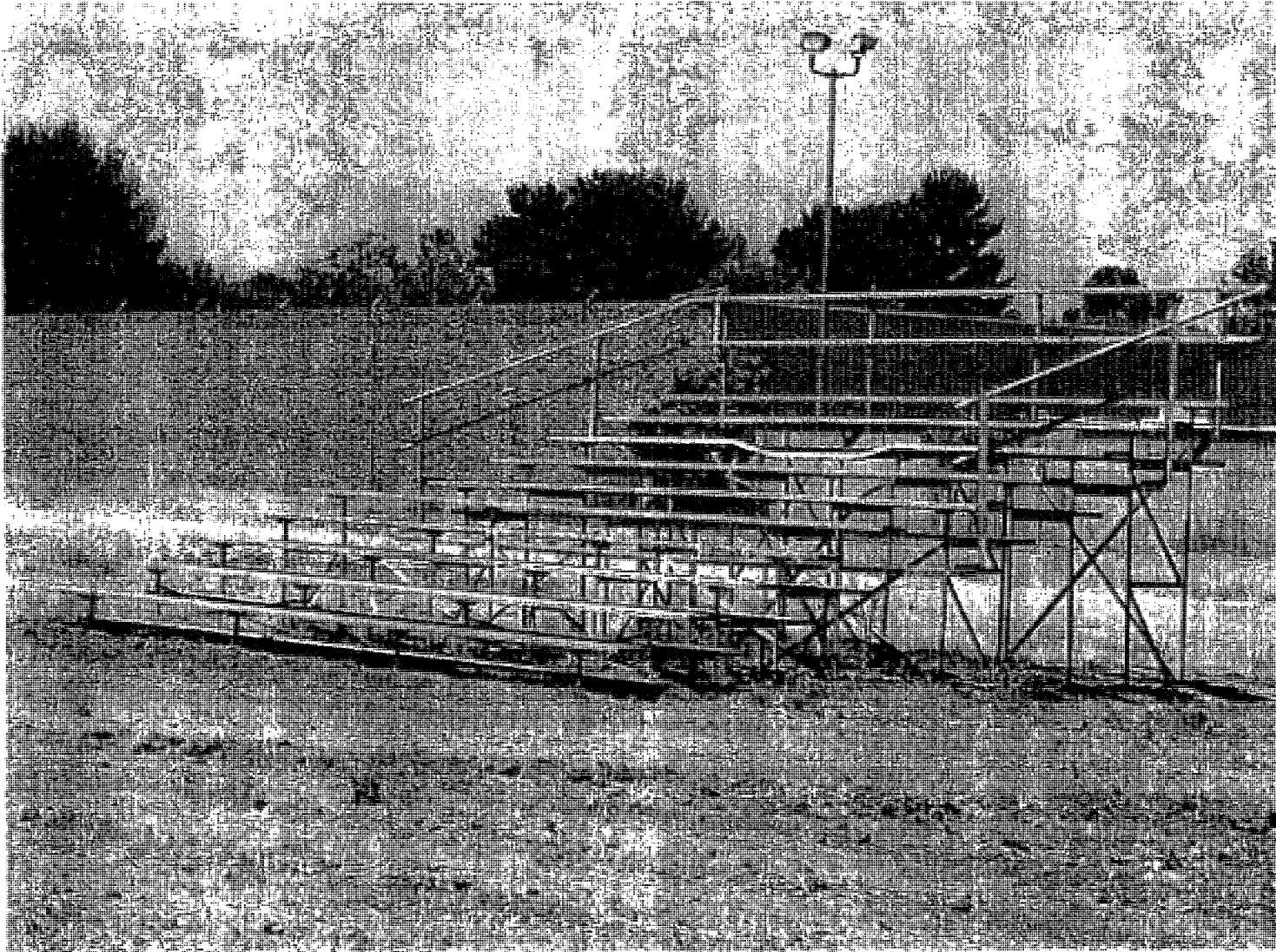
Structure 131 – Football Field w/ Goal Post (Facing West)

FIGURE 5



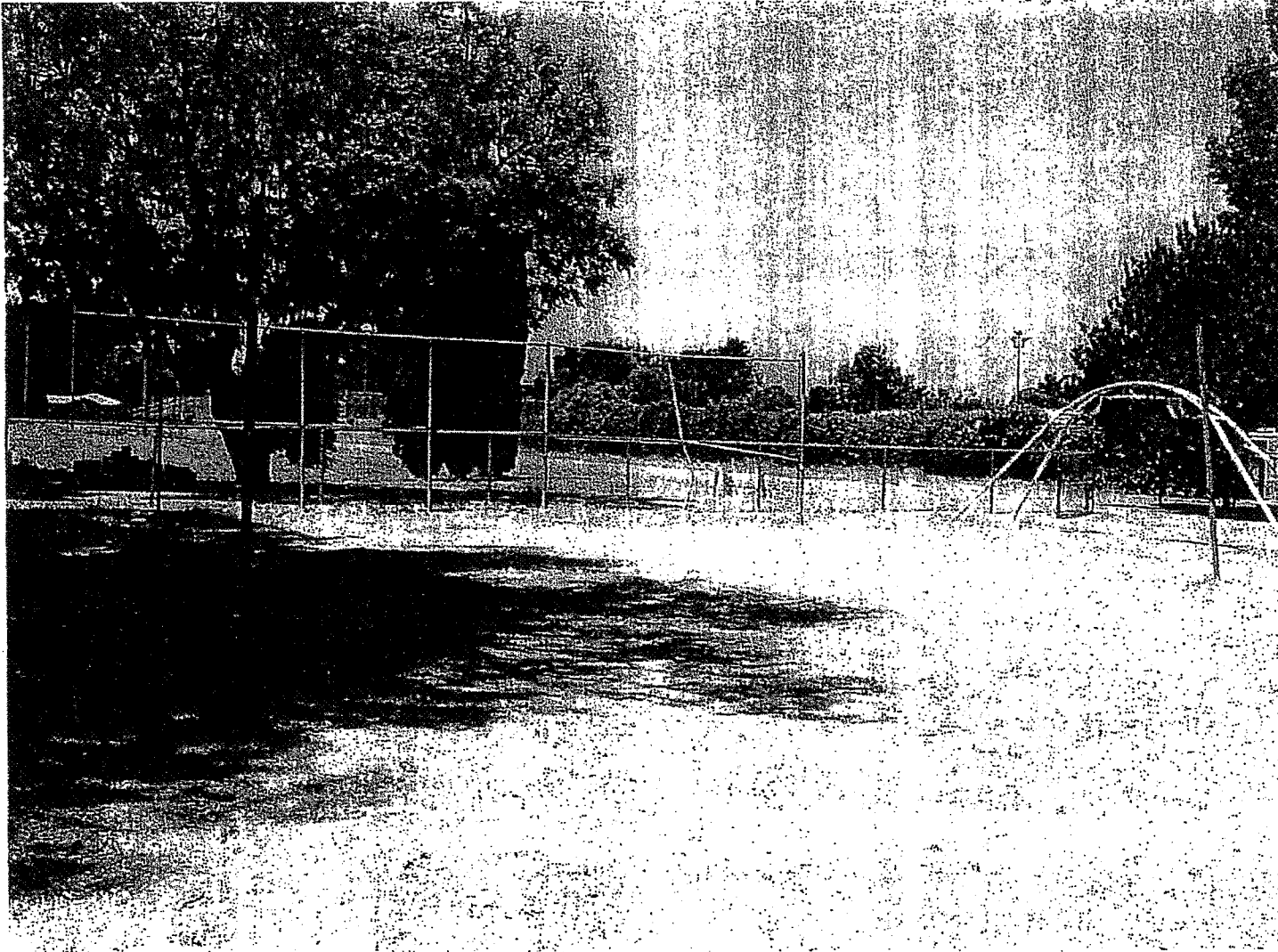
Structure 131 – Football Field Goal Post (Facing Southwest)

FIGURE 6



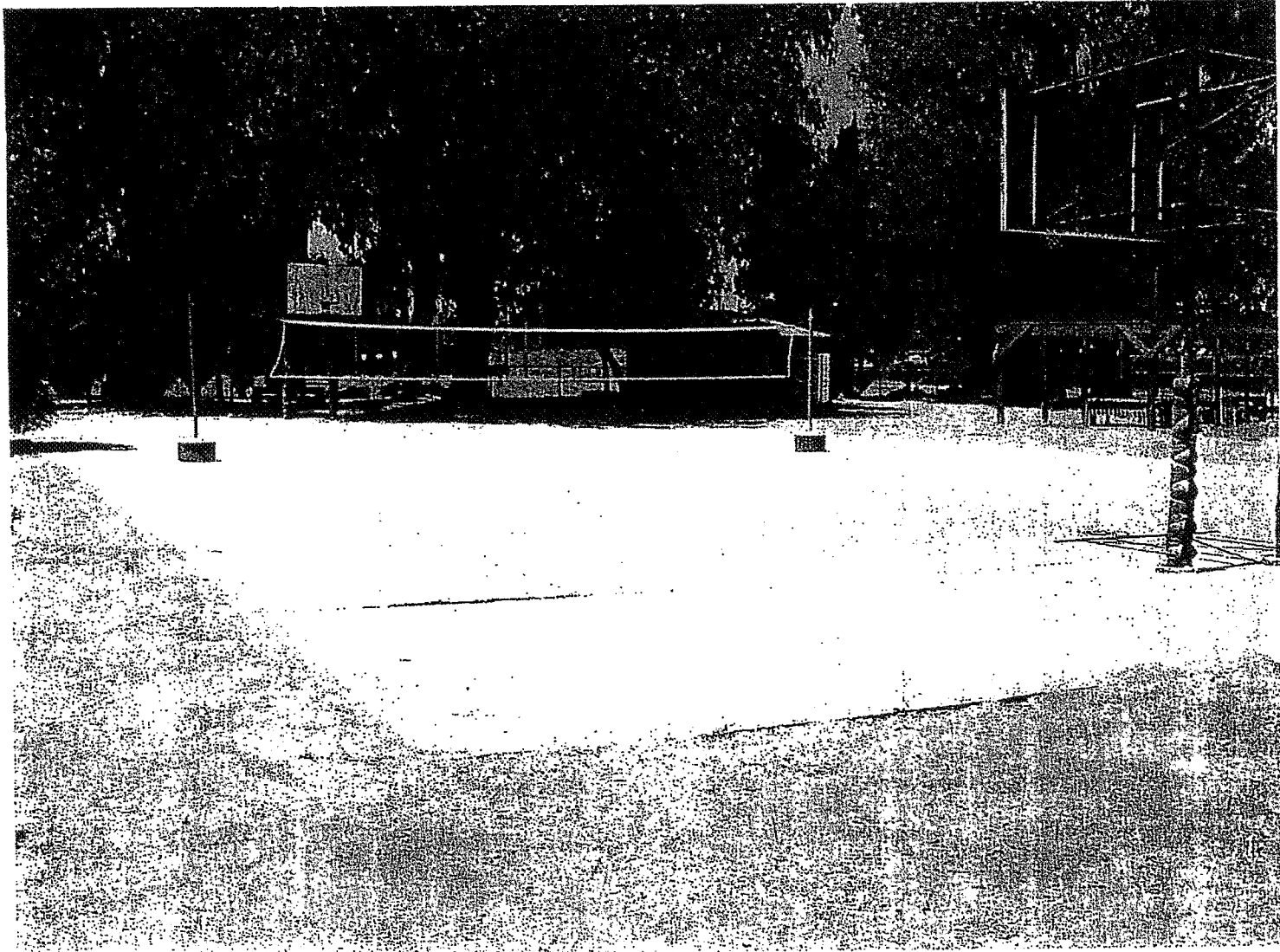
Structure 131 – Football Field Metal Benches (Facing North)

FIGURE 7



Structure 144 – Volleyball Court – Two Poles (Facing Northwest)

FIGURE 8



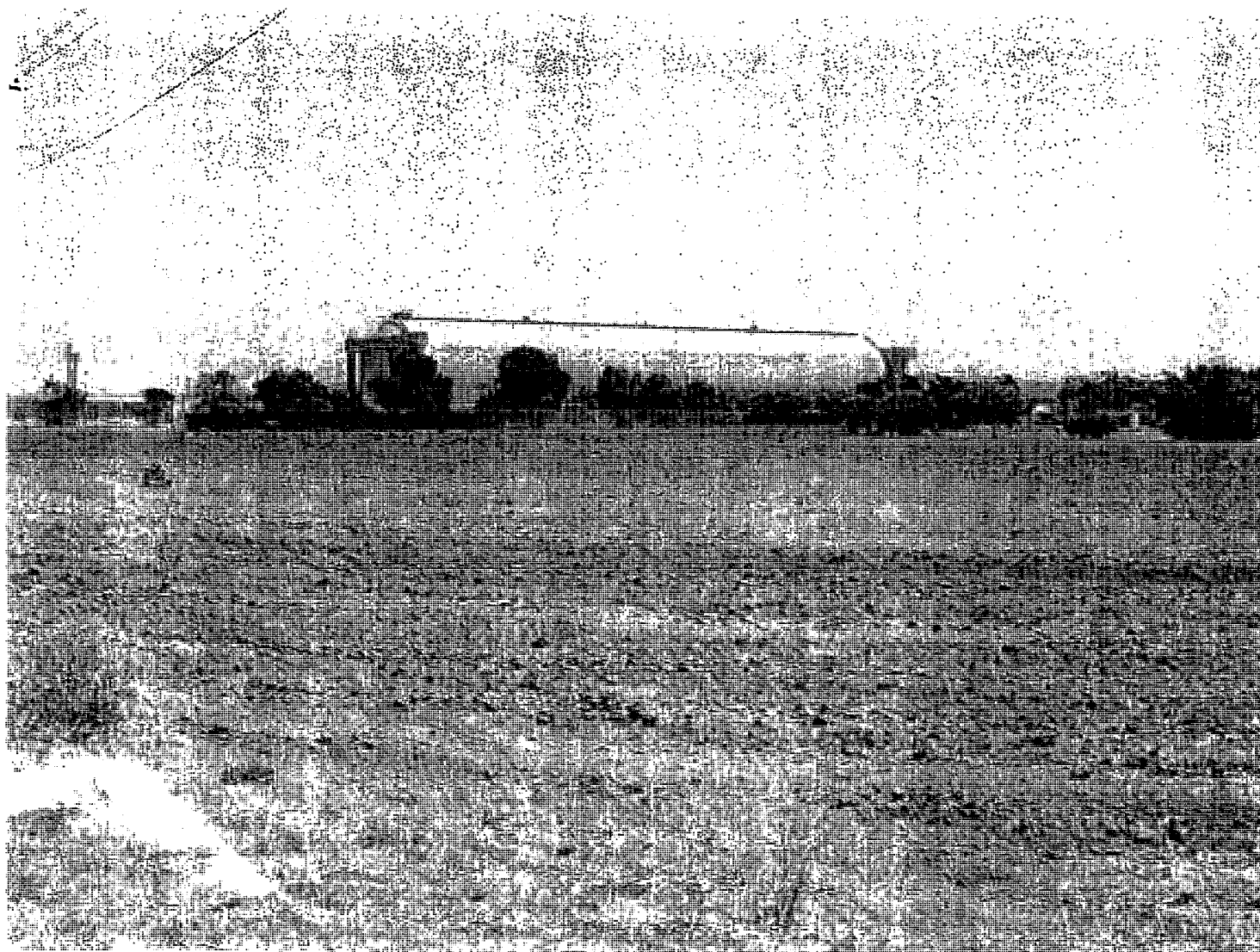
Structure 145 – Basketball Court w/ Limited Paint (Facing Northwest)

FIGURE 9



Structure 145 – Basketball Court Hoop (Facing West)

FIGURE 10



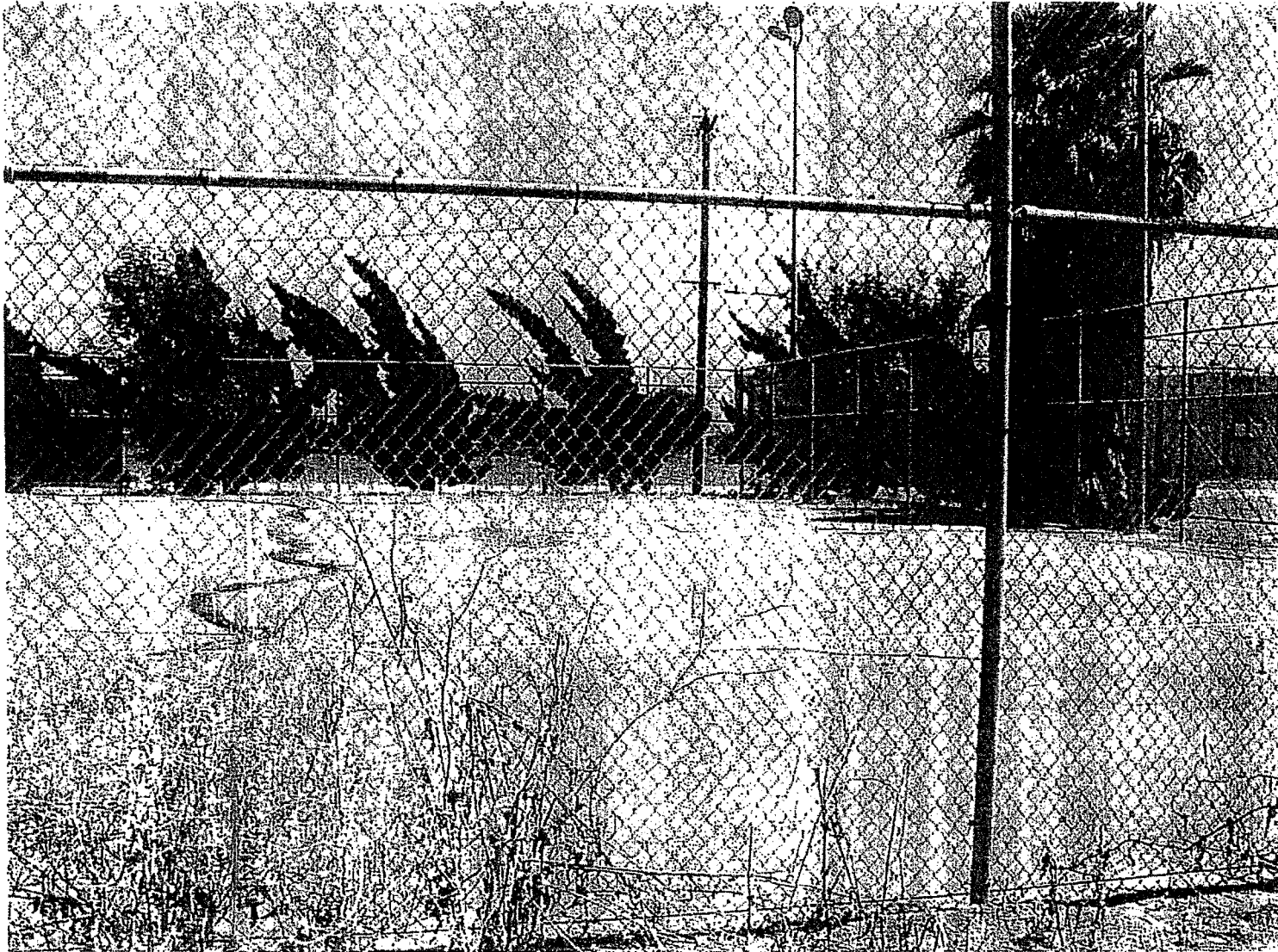
Structure 148 – Soccer Field – Previous Use (Facing Southeast)

FIGURE 11



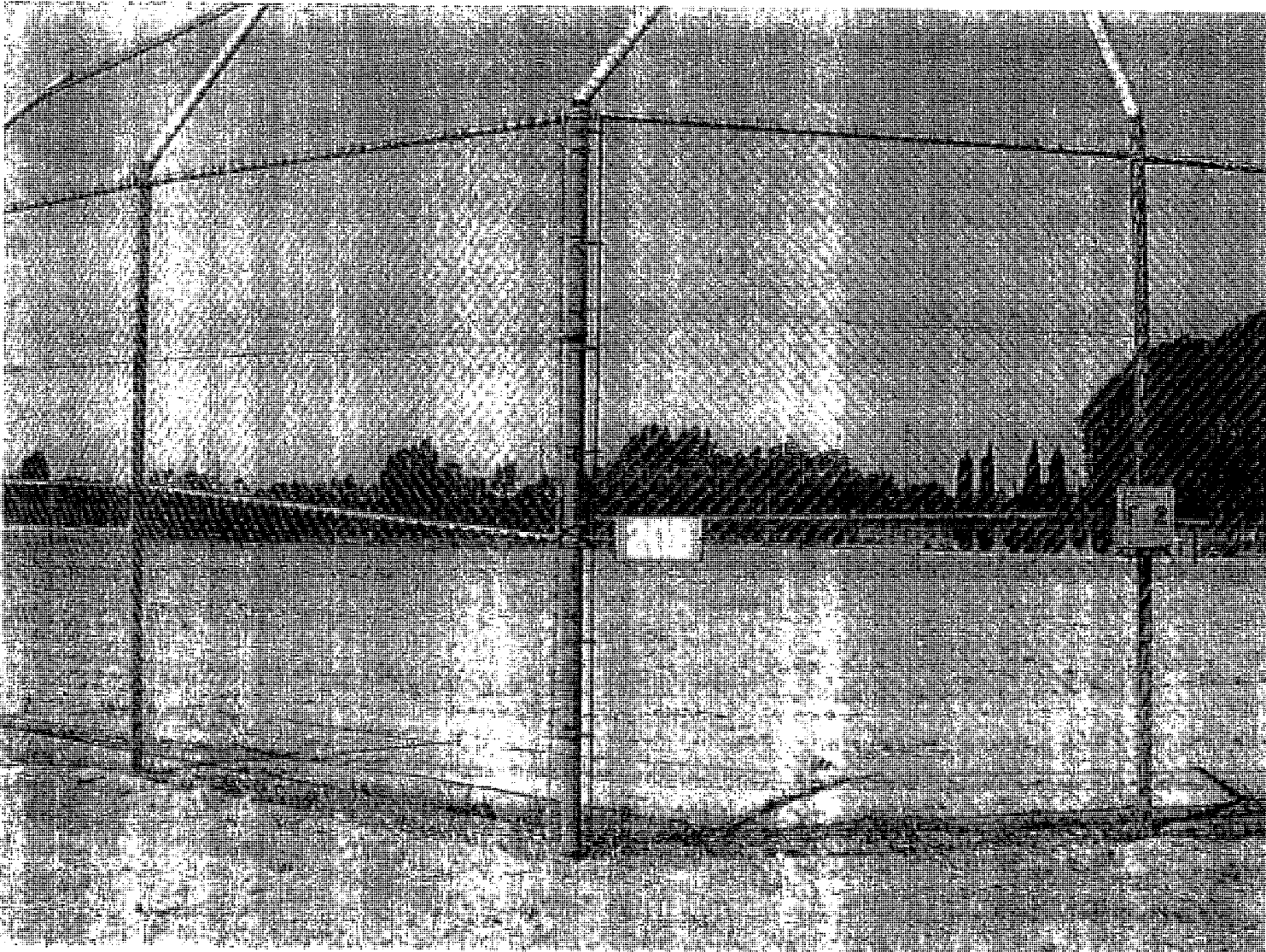
Structure 202 – Tennis Courts (Facing South East)

FIGURE 12



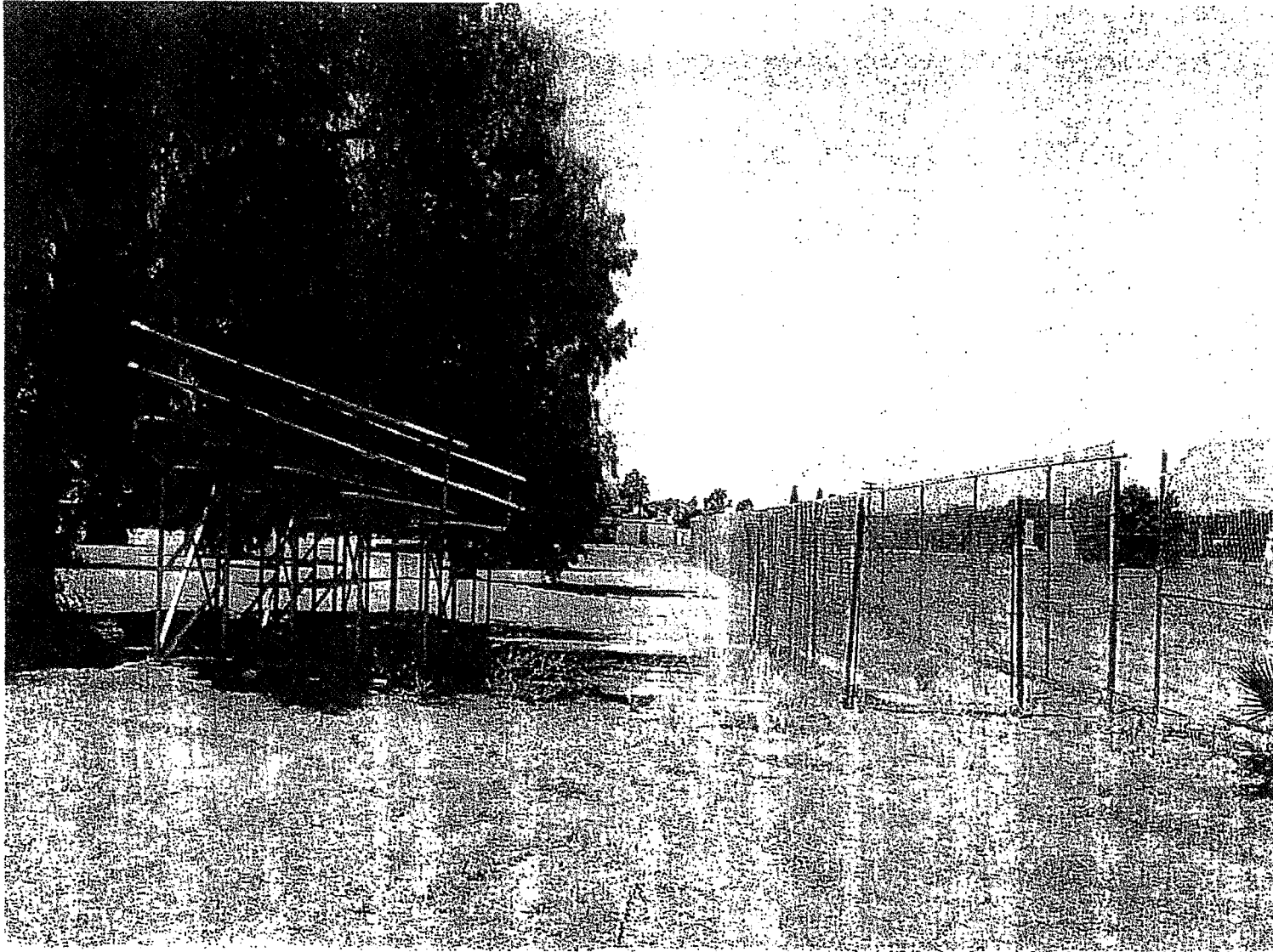
Structure 202 – Tennis Courts (Facing East)

FIGURE 13



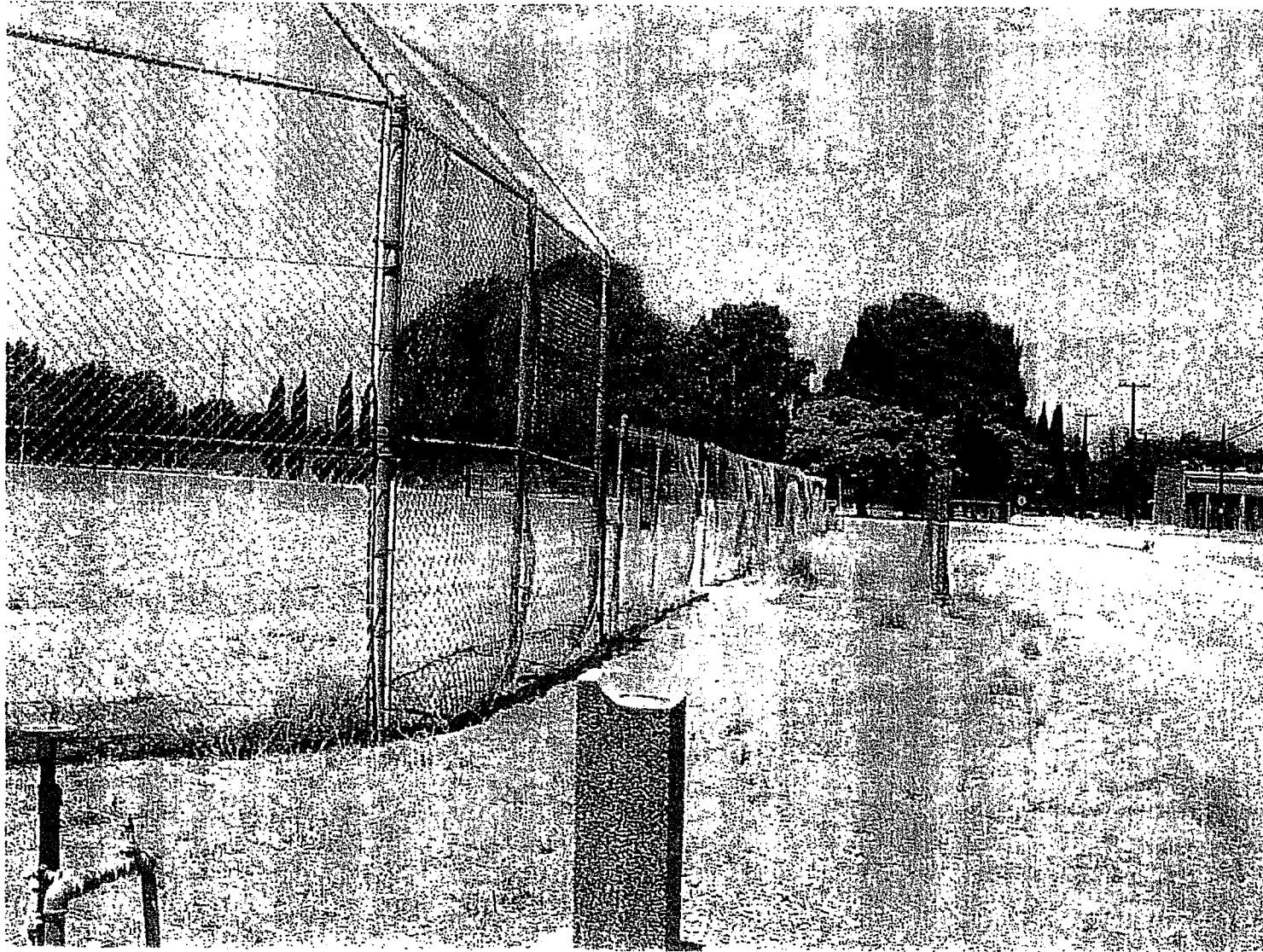
Structure 208 – Softball Field Chain-Linked Fence (Facing Northwest)

FIGURE 14



Structure 208 – Softball Field Metal Benches (Facing West)

FIGURE 15



Structure 208 – Softball Field Chain-Linked Fence (Facing North)

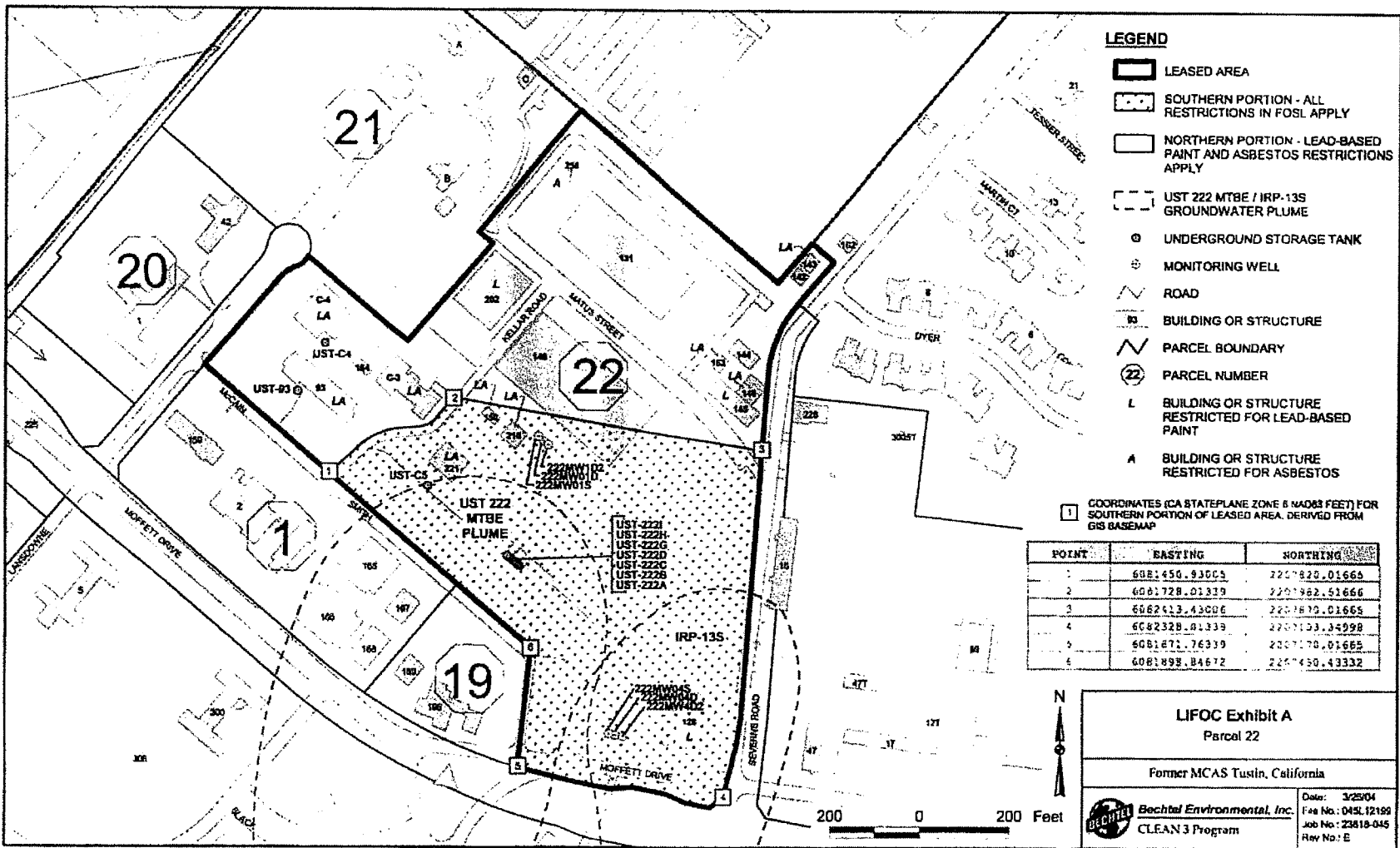


Exhibit B-3

Form of Easement - Tustin Park Site - Well Site

final

**Recording Requested By
and Return to:**

Ray Thatcher, District R/W Agent
Irvine Ranch Water District
15600 Sand Canyon Avenue
P. O. Box 57000
Irvine, California 92619-7000
IRWD Doc. E_____

APN: 430-282-11, 26

Space above this line for recorder's use
Free Recording Requested G.C. §§ 6103 & 27383
No Documentary Transfer Tax pursuant to Rev. & Tax. Code § 11922

GRANT OF EXCLUSIVE EASEMENT

GRANT OF EXCLUSIVE EASEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF TUSTIN, a municipal corporation ("Grantor"), hereby grants to IRVINE RANCH WATER DISTRICT, a California Water District organized under and existing pursuant to Section 34000 et seq. of the California Water Code, ("Grantee"), its successors and assigns, subject to the terms and conditions below, a perpetual exclusive easement in, over, under, upon, along, through, and across the real property situated in the City of Tustin, County of Orange, State of California, as described in Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein by reference (the "Property" or "Easement Area") for water well purposes. The easement shall include, but not by way of limitation, the right to construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, enter upon, and otherwise use the hereinafter described property for these purposes, together with incidental appurtenances and connections, and ingress and egress for said purposes. Said facilities shall consist of the originally installed facilities and any other replacements, renewals, repairs, and improvements of any of the foregoing (hereinafter referred to as "Improvements").

TERMS AND CONDITIONS

1. Grantee shall have exclusive use of the Easement pursuant to this Grant of Easement. Grantor shall not access the Easement Area, except in an emergency. Except in an emergency, Grantor agrees to comply with any reasonable requests of Grantee in connection with any entry within the Easement Area and to not unreasonably interfere with Grantee's use therein.

2. This grant of exclusive easement is made for the sole object and purpose of constructing and maintaining Improvements on the Easement Area, as described in Exhibit "A" and depicted on Exhibit "B".

3. All Improvements constructed or placed within the Easement Area by Grantee shall be operated and maintained at no cost to Grantor.

4. Prior to Grantee's construction of the Improvements, Grantor may, if it desires and at its sole cost, plant and maintain turf within the Easement Area, including irrigation piping and sprinklers but not valves within the Easement Area. Grantee may remove such turf and/or irrigation facilities within the Easement Area upon commencement of construction of Improvements.

5. Grantee may trim trees, landscaping, or other foliage and may cut and/or remove tree limbs and roots within the Easement Area for the protection of the Improvements.

6. Grantee may cut, fill, or otherwise change the grading of the Easement Area, and may install drainage and retaining structures within the Easement Area, for the protection of the Improvements.

7. Grantee may, at its sole cost, receive commercial electricity service from a utility provider, and an electrical service utility may install and maintain infrastructure necessary to provide electrical service, within the Easement Area.

8. Nothing contained herein will result in a forfeiture or reversion of Grantor's title to the Easement Area in any respect.

9. Grantee is not obligated to commence construction of the Improvements before a specified date. This Grant of Easement shall not be affected by any delay in Grantee's commencement in the construction of the Improvements.

10. All obligations and covenants made under this Grant of Easement shall bind and inure to the benefit of any successors or assigns of the respective parties.

GRANTOR:
CITY OF TUSTIN

Jeffrey C. Parker, City Manager

APPROVED AS TO FORM:

David A. DeBerry, Deputy City Attorney

GRANTEE:
IRVINE RANCH WATER DISTRICT

DATED: _____

Paul A. Cook, General Manager

EXHIBIT "A"


LEGAL DESCRIPTION

In the City of Tustin, County of Orange, State of California, being a portion of Lot 78 of Block 10 of Irvine's Subdivision, recorded in Book 1, Page 88 of Miscellaneous Record Maps as shown on Record of Survey 97-1015 filed in Book 165, Pages 31 through 39, inclusive of Record of Surveys, both in the office of the County Recorder of said County, described as follows:

Commencing at the southwesterly terminus of that certain course shown along the southeasterly line of Parcel IV-J-2 of that certain Quitclaim Deed recorded February 8, 2006 as Instrument No. 2006000089844 of Official Records of said County as "N40°40'06"E 264.58"; thence along said southeasterly line North 40°40'06" East 264.58 feet to the beginning of a curve concave southeasterly having a radius of 90.00 feet; thence northeasterly 46.48 feet along said curve through a central angle of 29°35'30" to the southwesterly line of Parcel 7 of that certain Re-record Quitclaim Deed and Environmental Restriction document recorded April 19, 2010 as Instrument No. 2010000181103 of Official Records of said County; thence along said southwesterly line South 48°57'18" East 48.26 feet to the **True Point of Beginning**; thence leaving said line, South 40°40'06" West 85.00 feet; thence South 48°57'18" East 40.00 feet; thence North 40°40'06" East 85.00 feet to said southwesterly line; thence along said line North 48°57'18" West 40.00 feet to the **True Point of Beginning**.

Containing 3,400 Square Feet, more or less.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.



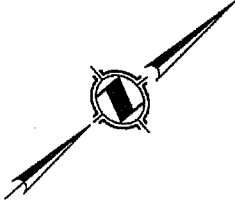
Charles R. Tripi, PLS 7299
Date: 3/16/2015



March 13, 2015
WO No. 252-86x
Page 1 of 1
H&A Legal No. 8418
By: C. Tripi
Checked By: K. Vo

EXHIBIT "B"

Sketch to Accompany Legal Description



LINE TABLE		
LINE	BEARING	LENGTH
L1	N48°57'18"W	40.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	29°35'30"	90.00'	46.48'
C2	239°11'01"	48.00'	200.38'

VALENCIA AVENUE

LANSDOWNE ROAD INST NO 2006000089844, O.R.

PARCEL IV-J-2

N40°40'06"E 264.58'

P.O.C.

S40°40'06"W
85.00'

N19°44'24"W
RAD PRC

S48°57'18"E 40.00'

3,400 S.F. □
85.00'
N40°40'06"E

T.P.O.B.

209.61'
N48°57'18"W 297.87'

PARCEL 7

INST. NO. 20100018103
O.R.

FOR
LOT 78 OF BLOCK 10
IRVINE'S SUBDIVISION
M.R.M. 1/88



HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

EXHIBIT

CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 03/13/15	REV. DATE: - - -	DWG By: JV	CK'd By: C. TRIPI	SCALE: 1" = 100'	W.O. 252-86X
FILE: I:\TustinLegacy\LD\8418-Well Site\SH01.dwg			H&A LEGAL No. 8418	SHEET 1 OF 1	

IRVINE RANCH WATER DISTRICT

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by deed or grant dated _____
from CITY OF TUSTIN, a municipal corporation
to IRVINE RANCH WATER DISTRICT, a California Water District, is hereby accepted by the
undersigned officer on behalf of the Board of Directors pursuant to authority conferred by Resolution
2014-40 of the Board of Directors, adopted on September 8, 2014, and the grantee consents to
recordation thereof by its duly authorized officer.

Date: _____

IRVINE RANCH WATER DISTRICT

By: _____
Leslie Bonkowski
Secretary to Board of Directors

Exhibit B-4

Form of Easement - Tustin Park Site – Construction and Maintenance Easement

final

**Recording Requested By
and Return to:**

Ray Thatcher, District R/W Agent
Irvine Ranch Water District
15600 Sand Canyon Avenue
P. O. Box 57000
Irvine, California 92619-7000
IRWD Doc. E _____

APN: 430-282-11, 26

Space above this line for recorder's use
Free Recording Requested G.C. §§ 6103 & 27383
No Documentary Transfer Tax pursuant to Rev. & Tax. Code § 11922

GRANT OF EASEMENT

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF TUSTIN, a municipal corporation ("Grantor"), hereby grants to IRVINE RANCH WATER DISTRICT, a California Water District organized under and existing pursuant to Section 34000 et seq. of the California Water Code, ("Grantee"), its successors and assigns, subject to the terms and conditions below, a non-exclusive easement in, over, under, upon, along, through, and across the real property situated in the City of Tustin, County of Orange, State of California, as described in Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein by reference (the "Property" or "Easement Area") for construction and maintenance of the water well (the "Improvements") located on property adjacent to the Easement Area. The easement shall include, but not by way of limitation, the right to use the Easement Area for access, parking, staging, and any other activities in connection with the construction and maintenance of the Improvements for said purposes, along with the perpetual right of ingress and egress across the portion of the Easement Area depicted on Exhibit "B" for such purpose (the Driveway Area") to allow access to the Improvements.

TERMS AND CONDITIONS

1. This grant of non-exclusive easement is made for the sole object and purpose of constructing and maintaining Improvements adjacent to the Easement Area. Grantee shall have the right to place any equipment necessary within the Easement Area for the purposes of constructing and maintaining the Improvements.

2. Except, in case of emergency and except for the use of the Driveway Area for ingress and egress to and from said Improvements as provided above, Grantee shall provide Grantor thirty (30) days notice, written or otherwise, prior to exercising the rights contained herein.

3. During each period of Grantee's use of Easement Area for the purposes described herein, Grantee shall restore, at its sole cost, the Easement Area to good repair and the condition to which it existed prior to said use.

4. In the event of an emergency situation, as determined by Grantor, in its sole discretion, and in the reasonable exercise of the duty of Grantor to protect the public health, safety and welfare, Grantor shall have the right to immediately enter the Easement Area. In such event, Grantor shall have the right to perform any work on any municipal infrastructure either within or adjoining the Easement Area. If Grantor enters the Easement Area pursuant to this section, Grantor shall provide notice to Grantee as soon as possible and as reasonable under the circumstances. In connection with any entry within the Easement Area pursuant to this section, Grantor covenants and agrees to promptly restore the Easement Area to substantially the same condition as existing prior to the entry.

5. Grantee may, at its sole cost, receive commercial electricity service from a utility provider, and an electrical service utility may install and maintain infrastructure necessary to provide electrical service, within the Easement Area.

6. Grantee is not obligated to commence construction of the Improvements before a specified date. This Grant of Easement shall not be affected by any delay in Grantee's commencement in the construction of the Improvements.

7. Nothing contained herein will result in a forfeiture or reversion of Grantor's title to the Easement Area in any respect. Grantor reserves all rights to the Easement Area not expressly granted herein, including, but not limited to, the right to grant, license, or otherwise allow others the non-exclusive rights in the use of the Easement Area.

8. Grantor expressly reserves the public use of the surface area of the Easement Area for all public purposes not inconsistent with the Grantee's use, including but not limited to the existing and continued public use of the surface area of the easement for park purposes. Grantor's and such licensee's or other's uses of the Easement Area may include turf, low plants, irrigation piping and sprinklers (except that such plantings, piping and sprinklers shall not be placed in the Driveway Area) but not valves, and walkways, and shall not include trees or above-ground non-portable structures such as, without limitation, playground equipment, picnic shelters, barbeques, water fountains, walls, light poles, or posts. After Grantee has constructed the Improvements on the adjacent property, Grantor may, at its sole cost, install landscaping in the Easement Area within five (5) feet of the outside of the perimeter wall or fence of the Improvements (except for the Driveway Area), including shrubs as well as the above-referenced plantings, but excluding trees, to screen the Improvements constructed and maintained within the adjacent property.

9. All obligations and covenants made under this Grant of Easement shall bind and inure to the benefit of any successors or assigns of the respective parties.

(signatures on next page)

GRANTOR:

CITY OF TUSTIN

Jeffrey C. Parker, City Manager

APPROVED AS TO FORM:

David A. DeBerry, Deputy City Attorney

GRANTEE:

IRVINE RANCH WATER DISTRICT

DATED: _____

Paul A. Cook, General Manager


EXHIBIT "A"
LEGAL DESCRIPTION

In the City of Tustin, County of Orange, State of California, being a portion of Lot 78 of Block 10 of Irvine's Subdivision, recorded in Book 1, Page 88 of Miscellaneous Record Maps as shown on Record of Survey 97-1015 filed in Book 165, Pages 31 through 39, inclusive of Record of Surveys, both in the office of the County Recorder of said County, described as follows:

Commencing at the southwesterly terminus of that certain course shown along the southeasterly line of Parcel IV-J-2 of that certain Quitclaim Deed recorded February 8, 2006 as Instrument No. 2006000089844 of Official Records of said County as "N40°40'06"E 264.58"; thence along said southeasterly line North 40°40'06" East 209.10 feet to the **True Point of Beginning**; thence continuing along said southeasterly line North 40°40'06" East 55.48 feet to the beginning of a curve concave southeasterly having a radius of 90.00 feet; thence northeasterly 46.48 feet along said curve through a central angle of 29°35'30" to the southwesterly line of Parcel 7 of that certain Re-record Quitclaim Deed and Environmental Restriction document recorded April 19, 2010 as Instrument No. 2010000181103 of Official Records of said County; thence along said southwesterly line South 48°57'18" East 48.26 feet; thence leaving said line, South 40°40'06" West 85.00 feet; thence South 48°57'18" East 40.00 feet; thence North 40°40'06" East 85.00 feet to said southwesterly line; thence along said line South 48°57'18" East 60.00 feet; thence leaving said line South 40°40'06" West 100.00 feet; thence North 48°57'18" West 160.00 feet to the **True Point of Beginning**.

Containing 12,430 Square feet, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.



Charles R. Tripi, PLS 7299
Date: 3/19/2015



Revised March 17, 2015
March 13, 2015
WO No. 252-86x
Page 1 of 1
H&A Legal No. 8417
By: C. Tripi
Checked By: K. Vo

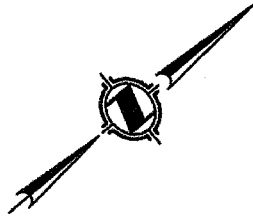
EXHIBIT "B"

Sketch to Accompany Legal Description

 DRIVEWAY AREA

LINE TABLE		
LINE	BEARING	LENGTH
L1	S40°40'06"W	85.00'
L2	S48°57'18"E	40.00'
L3	N40°40'06"E	85.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	29°35'30"	90.00'	46.48'



VALENCIA AVENUE

LANSDOWNE ROAD INST NO 2006000089844, O.R.

PARCEL IV-J-2

N40°40'06"E 264.58'

209.10'

P.O.C.

T.P.O.B.

30' WIDE DRIVEWAY

N48°57'18"W

160.00'

48.26'

55.48'

L1

L2

40.00'

L3

60.00'

12,430 S.F.

100.00'

S40°40'06"W

149.61'

N48°57'18"W 297.87'

N78°55'25"W
RAD PRC

N19°44'24"W
RAD PRC

PARCEL 7
INST. NO. 20100018103
O.R.

POR.
LOT 78 OF BLOCK 10
IRVINE'S SUBDIVISION
M.R.M. 1/88

 **HUNSAKER & ASSOCIATES**
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

EXHIBIT

CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 03/13/15	REV. DATE: 03/17/15	DWG By: JV	CK'd By: C. TRIPI	SCALE: 1" = 100'	W.O. 252-86X
FILE: I:\TustinLegacy\LD\8417-Const-Maint\SHT01.dwg			H&A LEGAL No. 8417	SHEET 1 OF 1	

IRVINE RANCH WATER DISTRICT

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by deed or grant dated _____
from CITY OF TUSTIN, a municipal corporation
to IRVINE RANCH WATER DISTRICT, a California Water District, is hereby accepted by the
undersigned officer on behalf of the Board of Directors pursuant to authority conferred by Resolution
2014-40 of the Board of Directors, adopted on September 8, 2014, and the grantee consents to
recordation thereof by its duly authorized officer.

Date: _____

IRVINE RANCH WATER DISTRICT

By: _____
Leslie Bonkowski
Secretary to Board of Directors

May 26, 2015

Prepared by: K. Welch/R. Bennett

Submitted by: F. Sanchez/P. Weghorst *PW*

Approved by: Paul Cook *PC*

ACTION CALENDAR

AMENDMENT NO. 1 TO DROUGHT RELIEF PROJECT COST SHARING AGREEMENT AND REQUEST FOR BUDGET INCREASE

SUMMARY:

The drilling and construction of wells for the Drought Relief Project is ongoing in the Rosedale-Rio Bravo Water Storage District service area. This project will allow IRWD, Rosedale-Rio Bravo Water Storage District (Rosedale) and Castaic Lake Water Agency (CLWA) to benefit from additional groundwater recovery and conveyance capacities that will supplement existing and new water banking and exchange programs. A Cost Sharing Agreement for the project was approved by the Board in February 2015. This agreement covered the drilling and construction of 6 wells that will be shared by IRWD and CLWA but did not cover equipping the wells. Amendment No. 1 to the Cost Sharing Agreement has been prepared to provide the terms for cost sharing the equipping of the 6 wells. Staff recommends that the Board:

- Authorize the General Manager to execute Amendment No. 1 to the Cost Sharing Agreement subject to non-substantive changes; and
- Approve an increase to the FY 2014-15 Capital Budget for Project 11812 (6023) in the amount of \$1,904,100 to fund IRWD's share of design, construction, project administration and inspection costs for equipping the 6 wells under construction for IRWD and CLWA.

BACKGROUND:

On February 9, 2015, the Board approved the Cost Sharing Agreement with Rosedale and CLWA to share in the costs of the design and construction of the Drought Relief Project facilities. This Project will include the construction of 11 wells and associated conveyance facilities within the Rosedale service area to provide additional groundwater recovery and conveyance capacities to IRWD, CLWA and Rosedale. The Drought Relief Project facilities are shown in the map provided as Exhibit "A".

The 6 wells in the Superior East and Superior West Well Fields will be shared equally by IRWD and CLWA. IRWD's capacity will be used in conjunction with the Strand Ranch Integrated Banking Project. The wells and wellhead facilities that will be constructed for IRWD and CLWA will meet IRWD specifications and the conveyance facilities to the CVC will be oversized to accommodate flows from at least four additional wells. The Cost Sharing Agreement did not provide for the equipping of the 6 wells to be shared by IRWD and CLWA.

On March 16, 2015, Rosedale executed a construction contract with Best Drilling for the drilling and construction and equipping of three wells within Rosedale's Western Well Field and the drilling and construction (but not equipping) of 6 wells within the Superior East and West Well

Fields. IRWD's approved budget for this portion of the project is \$4,229,500 which includes IRWD's share of the design, well drilling, well construction, project administration, and permitting costs.

Amendment No. 1:

Per the Cost Sharing Agreement, the equipping of the 6 wells being constructed for CLWA and IRWD shall be addressed under an amendment to the Cost Sharing Agreement. Staff and legal counsel have prepared Amendment No. 1 to the Cost Sharing Agreement that specifies that the costs of the design and equipping of the Superior East and West wells shall be shared equally by IRWD and CLWA. All other project administration, management, permitting and inspection costs for this work shall be split among Rosedale, IRWD and CLWA, with each paying 33 1/3% of the costs. Amendment No. 1 has been reviewed with both Rosedale and CLWA and is included as Exhibit "B".

Staff recommends that the Board approve Amendment No. 1 to the Cost Sharing Agreement. Upon execution of Amendment No. 1, staff will work with Rosedale and CLWA to finalize the designs, specifications and project manual for equipping the wells. Staff expects that Rosedale will go out to bid for the equipping of the Superior East and West wells in mid-to-late 2015.

Budget for Well Equipping:

Staff and CLWA have evaluated alternatives for equipping the 6 shared wells. Design consultants at URS have prepared designs and specifications that are consistent with IRWD's standards and will be incorporated into a new project manual for the well equipping project. Based on estimates provided by URS, IRWD's share of the cost of the design and construction to equip the Superior East and West wells will be approximately \$1,682,000. Staff recommends an increase to the FY 2014-15 Capital Budget for Project 11812 (6023) in the amount of \$1,904,100 to fund IRWD's share of the design and construction for equipping the 6 wells and associated project management, administration and inspection work. This budget request also includes IRWD staff time and contingency.

FISCAL IMPACTS:

IRWD's share of the estimated cost for the design and equipping the 6 wells to be shared with CLWA is approximately \$1,682,000 Staff requests an increase to the FY 2014-15 Capital Budget for Project 11812 (6023) in the amount of \$1,904,100 as shown below.

Project No.	Current Budget	Addition <Reduction>	Total Budget
11812(6023)	\$4,229,500	\$1,904,100	\$6,133,600

ENVIRONMENTAL COMPLIANCE:

The construction and operation of the 6 Superior East and West wells was included in the previously adopted Rosedale Master EIR and the Strand Ranch Integrated Banking Project EIR. Staff anticipates filing an Addendum to the Strand Ranch Integrated Banking Project EIR to clarify the use of the Drought Relief Project recovery facilities by IRWD to increase the instantaneous recovery capacity to fulfill the 17,500 AF annual recovery limit on Strand Ranch. The construction and operation of the remaining Drought Relief Project facilities including the Central Intake Pipeline and CVC Tie-in facilities have been analyzed in the Stockdale Integrated Banking Project Draft EIR by Rosedale as the Lead Agency and IRWD as a Responsible Agency. A contract for the construction of these facilities will not be awarded until after the Stockdale EIR is certified which is expected in August 2015. These environmental documents have been developed in 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.

COMMITTEE STATUS:

This item was reviewed by the Water Banking Committee on May 21, 2015.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE COST SHARING AGREEMENT SUBJECT TO NON-SUBSTANTIVE CHANGES; AND APPROVE AN INCREASE TO THE FY 2014-15 CAPITAL BUDGET FOR PROJECT 11812 (6023) IN THE AMOUNT OF \$1,904,100 TO FUND IRWD'S SHARE OF DESIGN, CONSTRUCTION, PROJECT ADMINISTRATION AND INSPECTION COSTS FOR EQUIPPING OF SIX WELLS TO BE SHARED BY IRWD AND CLWA.

EXHIBITS:

Exhibit "A" – Location Map: Drought Relief Project
Exhibit "B" – Amendment No. 1 to the Cost Sharing Agreement

Exhibit "A"

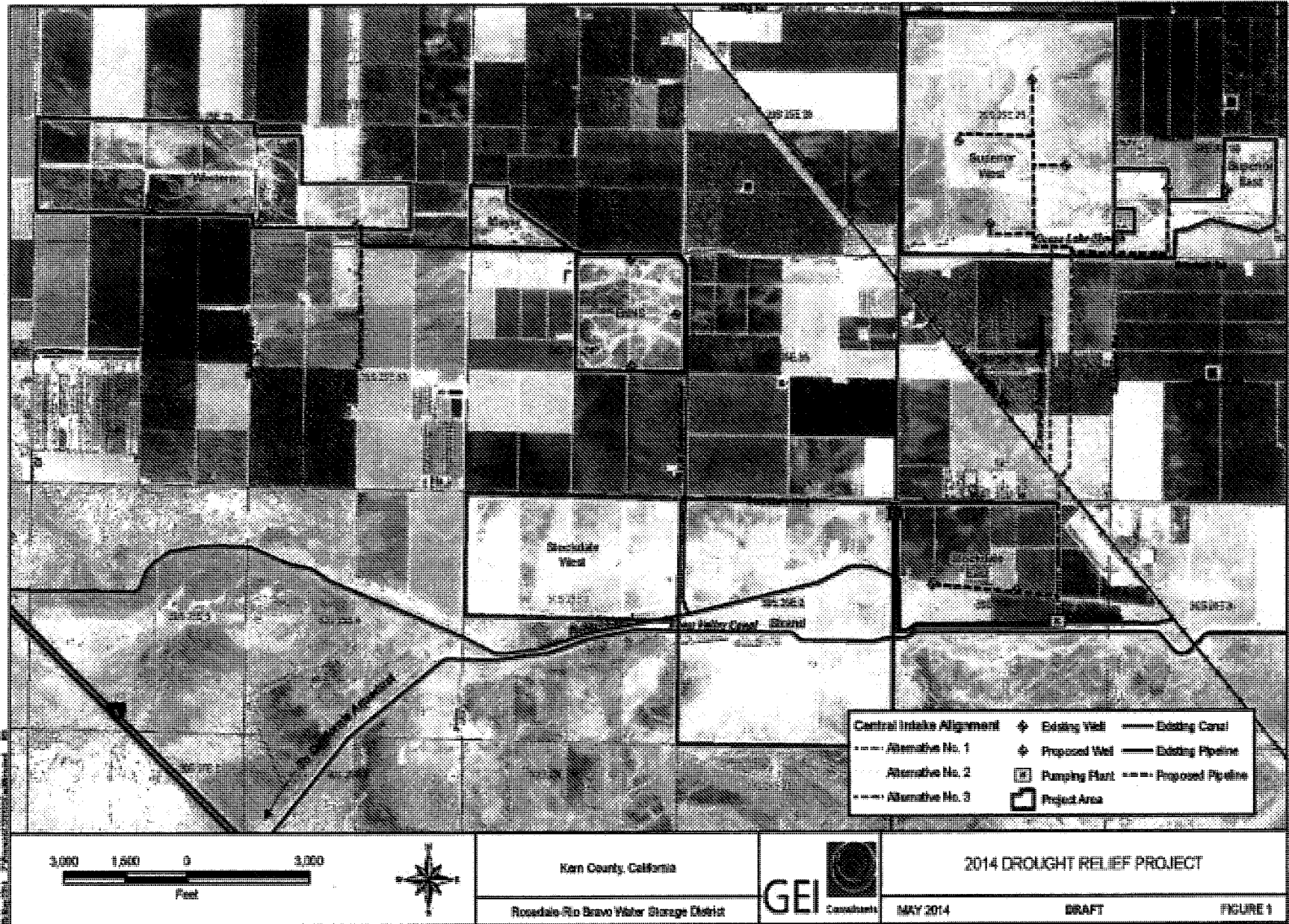


EXHIBIT "B"

05/13/15 Draft
AMENDMENT NO. 1
TO
DROUGHT RELIEF PROJECT
COST SHARING AGREEMENT

THIS AMENDMENT NO. 1 TO COST SHARING AGREEMENT ("Amendment") is made as of _____, 2015 ("Effective Date"), by and among the Rosedale-Rio Bravo Water Storage District, a California water storage district ("Rosedale"); Castaic Lake Water Agency, a special act public agency ("Castaic"); and Irvine Ranch Water District, a California water district ("Irvine") (each sometimes individually referred to as a "Party" and collectively as the "Parties").

RECITALS

The following recitals are a substantive portion of this Amendment:

- A. The Parties entered into the Drought Relief Project Cost Sharing Agreement (the "Original Agreement") as of March 9, 2015, to provide for coordination of the construction of the Project Wells and associated facilities and the sharing of the costs relating to the Project. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Original Agreement.
- B. Section 2.d(v) of the Original Agreement provides that equipping of the six (6) Wells to be constructed for Castaic and Irvine (the "Superior East and West Wells") shall be addressed under a separate cost share agreement or an amendment to the Original Agreement.
- C. The Parties desire to augment the provisions of the Original Agreement to provide for the equipping of the Superior East and West Wells.

AMENDMENT

NOW, THEREFORE, in consideration of the recitals, covenants, terms and conditions of this Amendment, all of which are incorporated into the following Amendment as if set forth fully therein, the Parties agree to amend the Original Agreement as follows:

1. **Contracts For Equipping Wells.**

- a. The equipping of the Superior East and West Wells shall be carried out by the Parties in accordance with the requirements and provisions of the Original Agreement, with the modifications set forth herein. All of the recitals, covenants, terms and conditions of the Original Agreement, other than those expressly limited in their application to the Central Intake Pipeline or the Project Well drilling, shall apply to and govern the equipping of the Superior East and West Wells, except as modified herein.

EXHIBIT "B"

- b. To facilitate Rosedale's preparation of the Plans and technical specifications for the equipping of the Superior East and West Wells, Castaic and Irvine shall identify revisions necessary to make the bid documents and contract documents that were prepared for the Project Well drilling contract suitable for use by Rosedale in the contract for equipping the Superior East and West Wells.
 - c. To prepare the bid documents and contract documents for the equipping of the Superior East and West Wells, Rosedale shall use the Project Well drilling bid documents and contract documents, and shall incorporate therein the revisions identified by Castaic and Irvine as provided in paragraph b, above, and delete therefrom the provisions applicable only to Well drilling.
 - d. The contract for the equipping of the Superior East and West Wells shall be separate from the contract(s) prepared by Rosedale for the equipping of the other Project Wells.
 - e. In addition to the services that Rosedale shall provide or cause to be provided pursuant to Section 2 of the Original Agreement, Castaic and/or Irvine may, but shall not be obligated to, provide supplemental consulting services, at no cost to Rosedale, relating to the work under the contract for equipping the Superior East and West Wells.
2. **Cost Sharing.**
- a. All actual construction and design costs for the equipping of the Superior East and West Wells shall be allocated in accordance with Exhibit B to the Original Agreement, line items 2 and 3 (50% Irvine and 50% Castaic). The costs of actual project management, administrations, permitting and inspection costs for the equipping of the Superior East and West Wells shall be allocated in accordance with Exhibit B to the Original Agreement, line item specifying the allocation for project management, administration, permitting and inspection costs (33 1/3% Rosedale, 33 1/3% Irvine and 33 1/3% Castaic).
3. **Miscellaneous Provisions.**
- a. Counterparts. This Amendment may be signed in counterparts. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one agreement which shall be binding upon and effective as to all Parties.
 - b. Captions. The captions used herein are for convenience only and are not a part of this Amendment and do not in any way limit or amplify the terms and provisions hereof.

[SIGNATURES ON NEXT PAGE]

EXHIBIT "B"

IN WITNESS WHEREOF, this Amendment has been executed and is effective as of the date first written above:

ROSEDALE

By: _____

Its: _____

CASTAIC

By: _____

Its: _____

IRVINE

By: _____

Its: _____